

RECAPTURE PAYMENT AND RELEASE AGREEMENT

This Recapture Payment and Release Agreement (the "Agreement") is made and entered into as of this ____ day of April, 2021, by and between the Village of Romeoville, an Illinois municipal corporation ("Village") and Diane Liske ("Liske").

WHEREAS, the Village has previously approved a plat of subdivision for a residential development known as Pine Trails Subdivision (the "Subdivision"), approved by Village Resolution No. _____ and recorded as Document No. R88002542 with the Will County Recorder; and

WHEREAS, in connection with the development of the Subdivision, the Village adopted Resolution No. 536-87 approving a recapture agreement (the "Recapture Agreement") with Romeoville Development Partners ("Developer"), providing that the Developer would be entitled to recapture a portion of the costs associated with Developer's construction of Pine Trails Drive and the storm sewer, water lines and sanitary sewer lines associated with Pine Trails Drive (collectively, the "Pine Trails Improvements") as a condition to the development of property adjacent to and on the east side of Pine Trails Drive; and

WHEREAS, the Village is or will presently be developing certain property adjacent to and east of Pine Trails Drive as a public park (the "Park"), and in connection with the development of the Park, the Recapture Agreement requires the Village to collect the sum of \$42.29 per lineal foot of frontage of the Park as a recapture of a pro rata portion of the Developer's costs to construct Pine Trails Drive and the associated sanitary sewer lines, water lines and storm sewer lines; and

WHEREAS, the property on which the Park is to be developed is legally described in Exhibit A, a copy of which is attached hereto and incorporated herein by reference, and has 529.86 feet of frontage on Pine Trails Drive, yielding a recapture payment obligation for the Park of \$22,407.78 pursuant to the Recapture Agreement (the "Total Recapture Payment"); and

WHEREAS, Liske has represented to the Village that the partners comprising Romeoville Development Partners at the time of the execution of the Recapture Agreement and all relevant times thereafter consisted of Paul Liske, John Strobbe, Dale Keith and Lee Winnick, all of whom were equal partners in Romeoville Development Partners; and

WHEREAS, Liske has further represented to the Village that she is the widow of Paul Liske and his sole heir, and that as such, she is solely entitled to receive payment of Paul Liske's share (as an equal partner of Romeoville Development Partners) of the Total Recapture Payment; consisting of the sum of \$5,601.95 (the "Liske Recapture Share"), or one-fourth of the Total Recapture Payment; and

WHEREAS, Village is ready willing and able to pay Liske the Liske Recapture Share upon the Village's approval of this Agreement and Liske's execution of this Agreement as

approved by the Village, which Agreement shall fully release any and all claims that Liske or any party claiming by or through Liske or her deceased husband Paul Liske shall have to receive payments pursuant to the Recapture Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and covenants contained herein, the Village and Liske hereby agree as follows:

1. Recitals. The foregoing recitals are incorporated into this Agreement as if fully set forth herein.

2. Recapture Payment Amount. Liske shall accept the sum of Five Thousand Six Hundred One and 95/100 Dollars (\$5,601.95) (the "Liske Recapture Share") as full and complete payment and settlement of any and all claims of whatever nature or kind which she or her deceased husband Paul Liske (or anyone claiming by or through either of them) have for the payment of money relating in any way to the cost of the Pine Trails Improvements or the Recapture Agreement.

3. Release and Hold Harmless. Upon Liske's receipt of the Recapture Payment Amount, Liske shall fully and unconditionally release, indemnify, defend and hold harmless the Village and its elected officials, officers, agents, shareholders, employees, consultants, successors and assigns of any from any and all liabilities, actions, causes of action, liens or any and all other claims of any nature or kind whatsoever arising from, founded upon or related in any way, in whole or in part, to the interest of Liske or her deceased husband Paul Liske in and to the Recapture Agreement or the construction of the Pine Trails Improvements and all costs and expenses incurred in connection therewith by Romeoville Development Partners.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals this ____ day of April, 2021.

"Village"

Village of Romeoville, an Illinois Municipal Corporation

By: _____
John D. Noak, its Mayor

Attest: _____
Olivia Blomberg, Deputy Village Clerk

"Liske"

Diane Liske

EXHIBIT A—LEGAL DESCRIPTION OF THE PARK PROPERTY

PARCEL 1: 756 N. INDEPENDENCE BOULEVARD

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 27, IN TOWNSHIP 37 NORTH, AND IN RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 27, A DISTANCE OF 380.14 FEET SOUTH OF THE CENTER OF SAID SECTION 27; THENCE SOUTH ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 27, A DISTANCE OF 736.6 FEET TO THE CENTER OF THE PAVED HIGHWAY; THENCE NORTHEASTERLY ALONG THE CENTER OF THE PAVED HIGHWAY 436.7 FEET TO THE SOUTHEASTERLY CORNER OF THE PREMISES CONVEYED TO CHARLES A. HAHN AND WIFE BY DEED RECORDED AS DOCUMENT NO. 703419; THENCE NORTHWESTERLY 532.5 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

PIN 12-02-27-400-001-0000

PARCEL 2: 750 HONEYTREE DRIVE

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 37 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 27; THENCE SOUTH 00 DEGREES 05 MINUTES 32 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER 40.004 FEET TO A POINT; THENCE CONTINUING SOUTH 00 DEGREES 05 MINUTES 32 SECONDS WEST ALONG SAID EAST LINE 870 FEET TO THE POINT OF BEGINNING, BEING THE SOUTHEAST CORNER OF OUTLOT "A" IN PINE TRAILS SUBDIVISION, RECORDED AS DOCUMENT R88-002542; THENCE CONTINUING SOUTH 00 DEGREES 05 MINUTES 32 SECONDS WEST ALONG SAID EAST LINE 135.5 FEET TO THE NORTH LINE OF THE RIGHT OF WAY OF U.S. ROUTE 53; THENCE SOUTHWESTERLY ALONG THE SAID NORTH LINE, CURVE TO THE LEFT, RADIUS OF 7065.87 FEET AND WHOSE CHORD BEARS SOUTH 43 DEGREES 10 MINUTES 50 SECONDS WEST A DISTANCE OF 172.090 FEET; THENCE NORTH 41 DEGREES 56 MINUTES 25 SECONDS WEST ALONG THE EAST RIGHT OF WAY LINE OF HONEYTREE DRIVE 161.10 FEET; THENCE NORTHWESTERLY ALONG SAID EAST RIGHT OF WAY LINE, ON A CURVE TO THE RIGHT WITH A RADIUS OF 279.37 FEET, AN ARC DISTANCE OF 175.22 FEET TO THE SOUTHWEST CORNER OF OUTLOT "A" OF PINE TRAILS SUBDIVISION (PLAT RECORDED AS DOCUMENT R88-002542 ON JANUARY 20, 1988); THENCE SOUTH 86 DEGREES 50 MINUTES 11 SECONDS EAST ALONG THE SOUTH LINE OF SAID OUTLOT "A" 296.13 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE TOWNSHIP, WILL COUNTY, ILLINOIS.

PIN 12-02-27-300-009-0000

