
**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: BRENT EICHELBERGER, VILLAGE ADMINISTRATOR
ALISON MURPHY, ASSISTANT TO THE VILLAGE ADMINISTRATOR/
VILLAGE CLERK
SUBJECT: RESOLUTION: APPROVING A SITE ACCESS AGREEMENT
AGENDA: AUGUST 2, 2022 REGULAR BOARD MEETING
DATE: JULY 29, 2022

ISSUE

Should the Village Board approve a resolution approving a site access agreement.

DISCUSSION

The developer who purchased the former bank site at 779 Heartland Drive reached out to the Village regarding the maintenance of two Village owned retention areas along Waubensee Drive. As Waubensee Drive is the entry way to the property, the developer would like to perform landscaping maintenance at a level higher than the Village currently performs. The Village attorney has prepared the agreement, which grants a license to the developer to maintain the property. Village staff is reviewing if continued Village ownership or the sale of the property is better in the long run. The license agreement is for one year and allows either party to terminate it with ten days notice.

COST

There is approximately \$500 cost for attorney fees to draft the agreement.

RECOMMENDATION

That the Village Board approve a resolution approving a site access agreement.



RESOLUTION NO. 20220802B

A RESOLUTION APPROVING A SITE ACCESS AGREEMENT BETWEEN PRAIRIE GLEN PARTNERS, LLC AND THE VILLAGE OF SUGAR GROVE, AN ILLINOIS MUNICIPAL CORPORATION

WHEREAS, the **VILLAGE OF SUGAR GROVE ("VILLAGE")** owns and maintains certain retention ponds located within the corporate limits of the Village and generally located in the Sugar Grove Research Park, west of IL-47 and south of Waubensee Drive, as legally described on Exhibit "A," attached hereto and incorporated herein by reference ("Premises"); and,

WHEREAS, pursuant to the provisions of the Illinois Municipal Code, the Village is authorized to contract and be contracted with (65 ILCS 5/2-3-8) and to grant interests in real estate (65 ILCS 11-61-1.5); and,

WHEREAS, PRAIRIE GLEN PARTNERS, LLC ("LICENSEE") wishes to perform certain landscaping maintenance activities on the Premises; and,

WHEREAS, the Village has determined that it is in the best interests of the Village to enter into an agreement to allow the Licensee to perform said landscaping maintenance activities on the Premises, subject to the terms and conditions set forth herein; and,

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES FOR THE VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS, AS FOLLOWS:

Section 1: It is hereby determined that it is advisable, necessary and in the public interest that the VILLAGE approve the site access agreement with the LICENSEE, a copy of which is attached hereto as Exhibit 1 and made a part hereof, and that said site access agreement is hereby approved.

Section 2: The Village President is hereby authorized and directed to sign and the Village Clerk is hereby authorized and directed to attest to said site access agreement.

Section 3: From and after the effective date of this Resolution, the Village President and Village Clerk, or their respective designees, are hereby authorized and directed to do all things necessary and essential to carry out the terms of this Resolution and said lease agreement addendum.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, on this 16th day of August, 2022.

Jennifer Konen, President of the Board of Trustees of the
Village of Sugar Grove, Kane County, Illinois

ATTEST:

Alison Murphy, Clerk, Village of Sugar Grove

	Aye	Nay	Absent	Abstain
Trustee Matthew Bonnie	_____	_____	_____	_____
Trustee Sean Herron	_____	_____	_____	_____
Trustee Heidi Lendi	_____	_____	_____	_____
Trustee Michael Schomas	_____	_____	_____	_____
Trustee Ryan Walter	_____	_____	_____	_____
Trustee James F. White	_____	_____	_____	_____

Exhibit 1

**SITE ACCESS AGREEMENT BETWEEN
THE VILLAGE OF SUGAR GROVE AND PRAIRIE GLEN PARTNERS, LLC**

THIS AGREEMENT ("Agreement") is entered into this 2nd day of August, 2022, by and between the **VILLAGE OF SUGAR GROVE**, an Illinois municipal corporation, with its principal office located at 10 S. Municipal Drive, Sugar Grove, Illinois 60554 ("**Village**") and Prairie Glen Partners, LLC, a limited liability company ("**Licensee**") (as each may sometimes be individually referred to as a "**Party**" and collectively referred to as the "**Parties**").

WITNESSETH

WHEREAS, the Village owns and maintains certain retention ponds located within the corporate limits of the Village and generally located in the Sugar Grove Research Park, west of IL-47 and south of Waubensee Drive, as legally described on **Exhibit "A,"** attached hereto and incorporated herein by reference ("**Premises**"); and,

WHEREAS, pursuant to the provisions of the Illinois Municipal Code, the Village is authorized to contract and be contracted with (65 ILCS 5/2-3-8) and to grant interests in real estate (65 ILCS 11-61-1.5); and,

WHEREAS, Licensee wishes to perform certain landscaping maintenance activities on the Premises; and,

WHEREAS, the Village has determined that it is in the best interests of the Village to enter into an agreement to allow the Licensee to perform said landscaping maintenance activities on the Premises, subject to the terms and conditions set forth herein; and,

WHEREAS, the Parties wish to memorialize the terms of their agreement with respect to the foregoing; and,

NOW, THEREFORE, in consideration of the mutual agreements and undertakings contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are incorporated by reference as though fully set forth herein.
2. **Grant of License.** Subject to the terms and conditions set forth in this Agreement, the Village hereby grants to Licensee (including Licensee's agents, employees, and contractors), and the Licensee hereby accepts, a non-exclusive revocable license, for the benefit of the Premises, for the right of access to, ingress and egress from, the Premises for the installation of the Improvements on the Premises (as hereinafter defined) pursuant to and in strict accordance with the terms and conditions of the Agreement ("**License**"). THIS AGREEMENT IS MADE WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND OR CHARACTER WHATSOEVER, EXPRESS OR IMPLIED. Licensee shall enter upon Premises at its own risk, and Village shall not be liable to Licensee, Licensee's employees, officers, directors, agents, representatives, invitees, or contractors for any damage or injury to person or property caused by any act, omission or neglect

by Licensee, or his respective employees, officers, directors, agents, representatives, invitees, or contractors, or any of their respective successors or assigns, or by reason of any defect in the Premises, whether apparent or latent. Licensee shall not make, or permit to be made, any structure, improvements or alterations upon or to the Premises other than those which are contemplated as part of the Improvements, as hereinafter defined, without the prior written consent of Village. Licensee shall not commit waste or create or permit a nuisance in, upon or about the Premises. Licensee shall not alter the Premises or modify it from its current condition other than as described in this Agreement. The performance of any activity allowed this Agreement shall not create any interest or right in Licensee to the Premises unless and until Licensee and Village shall have entered into a purchase agreement. In addition, the performance of any activity allowed by this Agreement shall not create any right in or claim by Licensee for reimbursement of any cost incurred or expended by Licensee in performing any such activity.

3. **Improvements.** The Licensee desires to make general landscaping maintenance improvements (e.g., mowing, trimming, fertilization, pruning, plant care, clean-up and removal of debris, etc.) (collectively, the “**Improvements**”) at its sole cost and expense. The Licensee shall install the Improvements in a good and workmanlike manner, all at the sole expense of the Licensee and subject to inspection and approval by the Village, in accordance with the following:
 - a. Licensee shall maintain the Premises and all other property adjacent to the Premises in a safe, good and clean condition without hazard at all times.
 - b. If Licensee fails to clean or undertake with due diligence to clean any mud, dirt, debris, or repair any damage caused by Licensee’s use of the Premises, the Village shall have the right, but not the obligation, to cause the affected property to be cleaned and to recover from Licensee all costs incurred by the Village in the performance of such work.
4. **Term.** Unless otherwise terminated as provided below, or expressly provided otherwise, with respect to the Premises, this License will remain in effect for a period of one (1) year from the date first set forth above. Said agreement term may be extended by the mutual agreement of the Parties.
5. **Location of Premises.** The Premises shall consist of the area legally described on the attached **Exhibit “A.”** The Licensee acknowledges that it has inspected the Premises, that it knows the condition thereof, and that it accepts the same “As Is.” The Licensee further acknowledges that the Village makes no representations or warranties concerning the condition of the Premises.
6. **Non-Interference.** The Village hereby reserves the right to use the Premises in any manner that will not prevent, impede, or interfere in any with the exercise by Licensee of the rights granted pursuant to this Agreement. The Village shall have the right to grant other non-exclusive licenses or other property rights over the Premises.
7. **Termination.** This License may be terminated at any time by the Village or Licensee, with or without cause, provided the terminating Party provide ten (10) days written notice in accordance with the terms and conditions hereof.

8. **Non-Assignability of License.** Said License is personal and shall not be assigned and/or transferred to any other person or entity without the express written consent of the Village.

9. **Miscellaneous Provisions.**

a. **Notices.** All formal or legal notices or communications provided for herein shall be in writing and shall be delivered to the Village or FVPD either in person or by United States mail, via certified mail, return receipt requested, postage prepaid, addressed to the Village as follows:

Village of Sugar Grove	with a copy to:	Mickey, Wilson, Weiler,
10 S. Municipal Drive		Renzi, Lenert & Julien, P.C.
Sugar Grove, IL 60554		140 S. Municipal Drive
Attention: Village Administrator		Sugar Grove, IL 60554
		Attention: Village Attorney

and addressed to Prairie Glen Partners, LLC as follows:

Prairie Glen Partners, LLC	with a copy to:	Daniel J. Kramer
207 W. Kendall Drive		Attorney at Law
Yorkville, IL 60560		1107A S. Bridge Street
Attention: James Ratos		Yorkville, IL 60560

b. **Authority.** Each Party represents and covenants to the other that it has the full power and authority to enter into this Agreement.

c. **Enforcement.** The failure of either Party hereto to enforce any of the provisions of this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision.

d. **Indemnification.** To the fullest extent possible, each Party shall indemnify, defend, and hold harmless the other Party, its elected and appointed officers, officials, employees, attorneys, volunteers, and agents (collectively, the “**Indemnitees**”), from and against any and all claims, damages, losses and expenses, including but not limited to legal fees, incurred by any of the Indemnitees for injuries to persons or for damage, destruction or theft of property arising out of or resulting from any activity, act, or omission of the indemnifying Party (“**Indemnitor**”), or of any employee, agent, contractor, volunteer of the Indemnitor, but only to the extent caused in whole or in part by any wrongful or negligent act or omission of the Indemnitor.

e. **Insurance.** At all times while this Agreement remains in effect, each party shall maintain during the term of this Agreement adequate insurance and/or self-insurance to protect itself, its officers, employees, and agents from any liability for bodily injury, death, and property damage in connection with this Agreement, as determined by Licensee and Village President, or their respective designees. Each of the Parties shall cause the other to be named as an insured on its

policy or policies of insurance and shall provide the other with a certificate of insurance and a copy of such policy or policies of insurance. Such policy or policies shall not be subject to cancelation or termination except upon fifteen (15) days prior notice to both the named insureds.

- f. **Successors and Assigns.** No part of this Agreement shall be assigned by either Party without the express prior written consent of the other Party, and any assignment made without such consent shall be void.
- g. **Severability.** It is the intention of the Parties hereto that the provisions of this Agreement shall be severable with respect to declaration of invalidity of any provision contained herein.
- h. **Governing Law.** The laws of the State of Illinois shall govern the validity, performance, and enforcement of this Agreement. The exclusive venue for any litigation between the Parties arising out of this Agreement shall be in the Circuit Court of the Sixteenth Judicial Circuit, Kane County, Illinois.
- i. **Entire Agreement.** This Agreement represents the entire agreement between the Parties. This Agreement shall insure to the benefit of all successors and assigns of the Parties hereto.
- j. **Amendments.** No amendments, modifications, or supplements to this Agreement shall be effective unless in writing and delivered by both parties to this Agreement.
- k. **Time of Essence.** Time is of the essence in the performance of each and every covenant and condition of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first above written.

VILLAGE OF SUGAR GROVE

By: _____
Its: _____

Attest: _____

By: _____
Its: _____

Attest: _____

EXHIBIT A

Legal Description

Lot 12 and 13 of Sugar Grove Research Park being a subdivision located in the East Half of Section 8, Township 38 North, Range 7 East of the Third Principal Meridian, in Kane County, Illinois according to the plat thereof recorded as Document No. 90K14321 in the Kane County Recorder's Office.