
**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: WALTER MAGDZIARZ, COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: ORDINANCE: TIF REDEVELOPMENT AGREEMENT (PRAIRIE GROVE COMMONS) (STAR/STER)
AGENDA: NOVEMBER 1, 2022 VILLAGE BOARD MEETING
DATE: OCTOBER 28, 2022

ISSUE

Shall the Village Board approve an Ordinance authorizing execution of a TIF Redevelopment Agreement for Prairie Grove Commons.

DISCUSSION

The Village Board last discussed this matter at its October 4, 2022 meeting and directed Village staff to prepare the necessary documents to extend TIF benefits to SDP Sugar Grove, LLC a/k/a Prairie Grove Commons. Approval of the Prairie Grove Commons Annexation Agreement Amendment obligates the Village Board to approve the TIF Redevelopment Agreement.

The Ordinance authorizes execution of the TIF Redevelopment Agreement which is a requirement for expenditure to TIF funds to a private party. The TIF Redevelopment Agreement is attached as an exhibit to the Ordinance.

The purpose of the TIF Redevelopment Agreement is to demonstrate the use of TIF funds complies with the TIF Act. The Agreement itself follows the format established by the TIF Act. The Redevelopment Agreement establishes that the TIF district was duly established; the property in question is located in the TIF district; the proposed improvements are TIF eligible improvements; description of the terms and process for release of the funds; and, the amount of TIF funds to be applied to the property in question.

SDP Sugar Grove, LLC intends to develop a commercial subdivision on the property in question and construct necessary public improvements, including off-site sanitary sewer, access to IL 47, and reconfigure the southbound to westbound ramp from IL 47 to US 30, among other things.

The funding amount requested is \$1,340,000.00. This amount represents the cost of the agreed upon TIF eligible expenses, including, the off-site sanitary sewer construction, IL 47 access acquisition cost, relocation of the ramp to westbound US 30, off-site easement acquisition costs, and miscellaneous studies required for the design of the proposed improvements.

Given the amount of the funding request, the Village will reimburse SDP Sugar Grove, LLC according to a schedule over the remaining years of the TIF described in the TIF Redevelopment Agreement.

By approving the Ordinance, the Village Board approves the TIF Redevelopment Agreement which permits the use of TIF funds for the improvements on SDP Sugar Grove, LLC's property.

ATTACHMENTS

- Ordinance Authorizing Execution of A TIF Redevelopment Agreement (Prairie Grove Commons)

COSTS

All of the costs associated with preparation of the TIF Redevelopment Agreement are borne by the applicant.

RECOMMENDATION

That the Village Board approve an Ordinance Authorizing Execution of A TIF Redevelopment Agreement (Prairie Grove Commons), subject to Attorney review and Village Engineer review.



**VILLAGE OF SUGAR GROVE
KANE COUNTY, ILLINOIS**

ORDINANCE NO. 20221101F

**AN ORDINANCE AUTHORIZING EXECUTION OF A
TAX INCREMENT FINANCE DISTRICT REDEVELOPMENT AGREEMENT
(PRAIRIE GROVE COMMONS)**

Adopted by the Board of Trustees and President of the Village of Sugar Grove
this 1st day of November 2022

Published in pamphlet form by authority of the Board of Trustees of the Village of Sugar Grove
this 1st day of November 2022

VILLAGE OF SUGAR GROVE

ORDINANCE NO. 20221101F

**AN ORDINANCE AUTHORIZING EXECUTION OF AN
TAX INCREMENT FINANCE DISTRICT REDEVELOPMENT AGREEMENT
(PRAIRIE GROVE COMMONS)**

WHEREAS, the Village of Sugar Grove is not a home rule municipality within Article VII, Section 6A of the Illinois Constitution and, pursuant to the powers granted to it under 65 ILCS 5/1-8 *et seq.*; and,

WHEREAS, by Ordinance No. 2015-0505A adopted by the President and Board of Trustees (the “corporate authorities”) of the Village of Sugar Grove, Kane County, Illinois (the “Village”) on May 5, 2015, a Tax Increment and Financing Redevelopment Project and Plan (hereinafter the “Redevelopment Plan”) was approved, which Redevelopment Plan covered an area of approximately 36.69 acres, more or less, commonly known as Prairie Grove Commons (the “Subject Property”); and

WHEREAS, by Ordinance No. 2015-0505B and No. 2015-0505C, respectively, adopted by the Corporate Authorities on May 5, 2015, the Village designated the Subject Property as a “redevelopment project area” and adopted tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-4-1 *et seq.*) (hereinafter referred to as the “Act”); and,

WHEREAS, Pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.* (the “Code”), as from time to time amended, the Corporate Authorities are empowered to enter into economic incentive agreements or redevelopment agreements relating to the development or redevelopment of land within the Village’s corporate limits; and,

WHEREAS, SDP Sugar Grove, LLC (the “Developer is the owner of the Subject Property and intends to; and,

WHEREAS, the Developer has demonstrated to the Village that it has knowledge, experience and expertise in the development, marketing and management of commercial property; however, in the case of the Subject Property, it has advised the Village that due to the extraordinary cost required to develop the Subject Property and comply with Village’s requirements including extensive off-site utility construction, transportation improvements, and site preparation, the Developer is unable to proceed with the redevelopment of the Subject Property without financial assistance from the Village; and,

WHEREAS, the Village recognizes that the redevelopment of the Subject Property is of vital importance to the Village given its strategic location at a prime intersection in the Village and therefore is prepared to utilize the economic incentives available pursuant to the Act in order to induce the Developer to incur extraordinary costs to create a commercial development to serve the community, to provide job opportunities and increase its tax base.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, as follows:

SECTION ONE: REDEVELOPMENT AGREEMENT

That the Redevelopment Agreement for Prairie Grove Commons, Sugar Grove Illinois, attached hereto as Exhibit A be and it is hereby approved and the Village President and Clerk are hereby authorized and directed to execute and deliver said agreement on behalf of the Village of Sugar Grove.

SECTION TWO: IMPLEMENTATION

That the Village President and Clerk are hereby authorized and directed to undertake any and all actions as may be required to implement the terms of said Agreement.

SECTION THREE: GENERAL PROVISIONS

REPEALER: All ordinances or portions thereof in conflict with this annexation ordinance are hereby repealed.

SEVERABILITY: Should any provision of this ordinance be declared invalid by a court of competent jurisdiction, the remaining provisions will remain in full force and effect the same as if the invalid provision had not been a part of this ordinance.

EFFECTIVE DATE: This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, this 1st day of November 2022.

ATTEST:

Jennifer Konen,
President of the Board of Trustees

Alison Murphy,
Village Clerk

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

Exhibit A

TAX INCREMENT FINANCING DISTRICT
REDEVELOPMENT AGREEMENT

by and between

VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS
and
SDP SUGAR GROVE, LLC., a limited liability company

SUGAR GROVE TIF #2 DISTRICT

- - -

November 1, 2022

**TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT
ROUTE 47 COMMERCIAL DEVELOPMENT
SDP SUGAR GROVE, LLC**

This Tax Increment Financing Redevelopment Agreement (hereinafter referred to as “Agreement”) is made and entered into as of _____, 2022 (“Effective Date”), by and between the VILLAGE OF SUGAR GROVE, ILLINOIS, an Illinois municipal corporation, and SDP SUGAR GROVE, LLC, an Illinois limited liability company.

RECITALS

- A. Developer is the owner of the Property depicted in Appendix A, and legally described in Exhibit 8.
- B. On May 5, 2015, in accordance with the TIF Act, the Village of Sugar Grove adopted Ordinance Nos. 2015-0505A, titled *An Ordinance Approving the Sugar Grove Northeast Airport Area Redevelopment Plan and Program*; 2015-0505B, titled *An Ordinance Designating the Sugar Grove Northeast Airport Area Tax Increment Finance #2*; and 2015-0505C, titled *An Ordinance Adopting Tax Increment Financing for the Sugar Grove Northeast Airport Area Tax Increment Finance District #2*, also known as the Sugar Grove Northeast Airport Area Tax Increment Finance #2 or the “Project Area.”
- C. The Property is part of the Project Area.
- D. The TIF Act authorizes the Village to incentivize redevelopment within the Project Area in accordance with the conditions and requirements of the TIF Act.
- E. Between the Effective Date and through the term of this Agreement the Developer intends to perform all of the Work contemplated in this Agreement as part of Phase I of development of the Property and to develop Phase II at a later date.
- F. The Developer seeks reimbursement for the Eligible Redevelopment Project Costs they will incur in constructing Phase I.
- G. To incentivize and induce the Developer to construct and complete Phase I, which will then enable the Developer to market the Property for Phase II to be developed at a later date, the Village has agreed to reimburse Developer for the Eligible Redevelopment Project Costs, all in accordance with the terms and provisions of the TIF Act and this Agreement.
- H. The Corporate Authorities, after due and careful consideration, have concluded that incentivizing the Developer to undertake construction of the Redevelopment Project, or cause it to be undertaken pursuant to this Agreement will: i) eliminate certain factors and characteristics found on the Property that cause, in part, the Project Area to be a blighted area; ii) produce increased tax revenues for the Village and other taxing districts

authorized to levy taxes within Project Area; and iii) otherwise serve the best interests of the Village.

- I. The Corporate Authorities, after due and careful consideration, have also concluded that, but for the approval of this Agreement the Developer would not proceed with the Redevelopment Project without the use of tax increment financing assistance provided in this Agreement.
- J. The Village Board, after reviewing the Redevelopment Proposal submitted by the Developer, believes that the Redevelopment Project as set forth herein, and the performance of this Agreement, are in the best interests of the Village, and the health, safety, morals, and welfare of its residents, and in accord with the public purposes specified in the Redevelopment Plan.
- K. Capitalized terms in these recitals shall have the meaning given to them in Paragraph 1 of this Agreement.

AGREEMENT

In consideration of the above premises and the mutual obligations of the Parties, including the recitals hereof set forth which are incorporated herein by reference, the Parties hereto agree as follows:

1. Definitions As used in this Agreement, the following words and terms shall have the following meanings:

“Administration Fee(s)”: a fee to be paid by the Developer to the Village for the creation and administration of this Agreement and all matters related to the context of this Agreement. The Administration Fee will be (1) an annual payment of an amount equal to **10%** of the Developer’s Share approved by the Village for reimbursement during each year, **not to exceed \$500.00 per year**. All Administration Fees may be deducted from the Developer’s Share until such time as the Administration Fees have been paid in full. Administration Fees may be waived at the discretion of the Village.

“Affiliate”: Shall mean, with respect to any business entity, any other business entity directly or indirectly controlled (including at least 51% voting control) by or under direct or indirect common control with such business entity. A business entity shall be deemed to control another business entity if such controlling business entity possess solely, directly, or indirectly the power to direct, or cause the direction of, the management and policies of the second business entity whether through the ownership of voting securities, common directors, trustees, partnership interest or member interest.

“Agreement Term”: The term of this Agreement shall commence on the Effective Date and end the earlier to occur of i) The expiration date of the Project Area which shall be December 31, 2038, or such later date to which the Village shall extend said expiration, ii) the date upon which all Parties have satisfied their obligations under this Agreement, or iii) the Village’s election to terminate the Agreement for failure to commence or complete the Work as set forth in

Paragraph 2.1 and Paragraph 17 below. The expiration of the Agreement Term will not bar any claim for an Event of Default under this Agreement that accrued prior to such expiration; nor shall it affect the Village's obligation to make payments due on Developer's Share in the year following such expiration upon the Village's receipt from the Kane County Treasurer of TIF Revenue for the final year of the Project Area.

"Annexation Agreement": collectively i) The Annexation Agreement governing the Property Dated January 21, 2010, and Recorded as Document No. 2010K005388 ("Original Annexation Agreement"); the Clarification Letter Agreement between the Village and the Developer's predecessor dated February 16, 2012 and recorded as Document No. 2012K014037 ("Clarification Letter"); and iii) the First Amendment to the Annexation Agreement to be adopted by the Village attached as Exhibit 6 to this Agreement ("First Amendment") which shall effect the Original Annexation Agreement and the Clarification Letter as set forth in such First Amendment.

"Construction Plans": Plans, drawings, specifications and related documents, for the construction of the Work as shown on Exhibit 9, together with all supplements, amendments, or corrections, submitted by the Developer and approved by the Village Engineer and/or by the Illinois Department of Transportation, as the case may be.

"Corporate Authorities": The President and Board of Trustees of the Village of Sugar Grove, Illinois.

"Developer": SDP Sugar Grove, LLC, or a Person who has sought any rights or assumed any obligations with respect to the construction of Phase I or II of the Redevelopment Project, or a portion thereof, pursuant to either a Transferee Assumption Agreement or an amendment to this Agreement. Where the Developer is referred to in the singular in this Agreement it shall include the plural.

"Developer's Share": Means the percentage set forth on the following schedule of the annual TIF Revenue generated by the Property and received by the Village that shall be made available to reimburse the Developer for certain Eligible Redevelopment Project Costs incurred during the performance of the Work. Under no circumstances shall the Developer's Share exceed the lesser of: (i) the percentage of Developer's Share shown on the following schedule, (ii) the Eligible Project Costs expended by the Developer remaining to be paid during the year which such percentage applies, or (iii) the amount of the unreimbursed portion of the Reimbursement Limit.

CURRENT YEAR	YEAR ASSESSED	YEAR COLLECTED/ PAYMENT REIMBURSED	Payment Number	DEVELOPER'S SHARE
2023	2023	2024	1	80%
2024	2024	2025	2	80%
2025	2025	2026	3	80%

2026	2026	2027	4	75%
2027	2027	2028	5	75%
2028	2028	2029	6	75%
2029	2029	2030	7	70%
2030	2030	2031	8	70%
2031	2031	2032	9	70%
2032	2032	2033	10	65%
2033	2033	2034	11	65%
2034	2034	2035	12	65%
2035	2035	2036	13	60%
2036	2036	2037	14	60%
2037	2037	2038	15	60%
2038	2038	2039	16+*	60%*

*Only applicable in under special circumstances

The special circumstances referenced in the table above shall apply only in the event the expiration of the Project Area is extended by the Village and the Developer has not reached the Reimbursement Limit. In such a case, the Developer shall be eligible to continue receiving annually 60% of the TIF Revenues until either the Developer's Reimbursement Limit is reached or the expiration of the extended term, whichever shall first occur.

The cumulative total payments made in accordance with the Developer's Share during the Agreement Term shall not exceed the Reimbursement Limit. In no instance shall the Village be required to pay more than appears in each respective "Project Cost Category" identified on Exhibit A (i.e., \$275,000.00 for the relocation of U.S. Route 30 ramp off IL-47, \$600,000.00 for the Permanent Sanitary Sewer Extension, up to \$300,000 toward the release of access control fee for IL-47, and \$65,000 for the costs of studies, etc.) until such time as the Work has been Substantially Complete. The parties agree that payment of Developer's Share will be paid by the Village as each item in the Project Cost Category identified in Exhibit A is Substantially Complete rather than when they all are Substantially Complete. At such time as Substantial Completion of the Work the Village shall review any additional expenses in a "Project Cost Category" over the estimated cost and shall allow for reimbursement of any Eligible Redevelopment Project Costs up to the Reimbursement Limit. In addition, the Village shall equally share in the cost of off-site easement acquisition for the Permanent Sanitary Sewer Extension up to a maximum of a \$100,000 contribution by the Village, to be paid out of TIF Revenues. Said contribution shall be in addition to the amount set forth in the Reimbursement Limit. If the Village contribution toward to off-site easement acquisition for the Permanent Sanitary Sewer Extension is less than \$100,000, any remaining funds shall not be subject to reimbursement as part of any other "Project Cost Category." Any additional costs incurred beyond the \$100,000.00 shall be borne exclusively by Developer and shall not be eligible for reimbursement from TIF Revenues.

The first payment of the Developer's Share will be calculated based on the TIF Revenues in the Special Allocation Fund after Substantial Completion of the Work, with the final payment being issued based on TIF Revenues assessed during the last year of the Agreement Term. Developer's Share shall be paid from the Special Allocation Fund. The Developer's Share may be subject to the deduction of an Administration Fee.

"Eligible Redevelopment Projects Costs": Any and all approved costs incurred in the construction of the Work and authorized pursuant to Section 11-74.4-3 of the TIF Act, and that qualify under Section 11-74.4-3 (q) as determined by the Village, in the Village's reasonable discretion. Such approved projects and estimated costs are attached hereto as **"Exhibit 1 – Eligible Redevelopment Project Costs"**. Costs incurred by the Developer which are not incurred in regard to such approved costs will not be eligible for reimbursement pursuant to this Agreement. The eligibility of any and all costs for reimbursement will be at the reasonable discretion of the Village. At the time of execution of this Agreement, the exact dollar figure of Eligible Redevelopment Project Costs is unknown. Actual Eligible Redevelopment Project Costs will have to be determined upon completion of the Work and submission of proof of costs incurred to be verified and accounted for by the Village. The total payment the Developer may receive in accordance with this Agreement will be limited by those approved actual Eligible Redevelopment Project Costs.

"Parties": Collectively the Developer and the Village

"Person": Any corporation, partnership, individual, joint venture, limited liability company, trust, estate, association, business, enterprise, proprietorship, government or any bureau, department, or agency thereof, or other legal entity of any kind, either public or private, and any legal successor, agent, representative, authorized assign, or fiduciary acting on behalf of any of the above.

"Phase I": The development of a portion of the Property as provided in the PUD Ordinance and more particularly described in Exhibit 4.

"Phase II": The development of the remainder of the Property not Part of Phase I for any of the Uses and as more particularly described in Exhibit 4.

"Project Area": A certain area of the Village of Sugar Grove known as the "Sugar Grove Northeast Airport Area Tax Increment Finance #2", also known commonly as TIF District #2 as described and defined in Village Ordinance No. 2015-0505B.

"Property": That property to be used by Developer as more generally defined as being located at the southwest corner of Route 47 and Galena Boulevard and the northwest corner of Galena Boulevard and Lot 7, in the Village of Sugar Grove, Illinois 60554 (Kane County PIN(s): 14-16-300-012 & 14-16-400-016) and as shown visually and legally described in the attached Appendix A – Project Location and Exhibit 8 – Legal Description.

"PUD Ordinance": The following Village ordinance to be adopted by the Village immediately

after execution of this Agreement and attached as Exhibit 7 granting certain preliminary and final site plan, engineering plan, perimeter landscape plan, signage plan, and other a approvals, special use permit approval, final subdivision plat approval, and certain deviations from the Village Zoning Ordinance and Subdivision Ordinance with respect to the Redevelopment Project, as such ordinance may be amended by the Village upon application as provided in the PUD Ordinance.

“Redevelopment Plan”: A plan adopted pursuant to *An Ordinance Approving the Sugar Grove Northeast Airport Area Redevelopment Plan and Program #2*, which was approved on May 5, 2015, pursuant to Ordinance No. 2015-0505A, and as may be from time to time amended.

“Redevelopment Project”: Those activities generally described in Exhibit 4.

“Redevelopment Project Costs”: The sum total of all reasonable or necessary costs actually incurred and paid in performing the Work and any such costs incidental to the Redevelopment Plan or Redevelopment Project, provided however, that Redevelopment Project Costs shall not include any internal costs of Developer and shall not include any amounts for overhead, margin, profit or the like in connection with goods or services supplied to Developer by any Affiliate of Developer, except to the extent that such items are commercially reasonable and competitive with similar charges in arms-length transactions.

“Redevelopment Proposal”: Those activities generally described in Exhibit 4.

“Reimbursement Limit”: The maximum amount of money the Developer may be reimbursed in accordance with this Agreement; that amount not to exceed a dollar figure equal to **100%** of the Eligible Redevelopment Project Costs verified by the Village to have been incurred during the performance of the Work required to complete Phase I by the Developer, or a total of **\$1,240,000, whichever is less**, plus simple interest of 3.5% calculated annually of the Eligible Redevelopment Costs that have not been reimbursed to Developer as part of the Developer’s Share.

In addition to the Eligible Redevelopment Costs subject to the Reimbursement Limit, the Village shall equally share in the cost of off-site easement acquisition for the Permanent Sanitary Sewer Extension up to a maximum of a \$100,000 Village contribution by the Village, to be paid out of TIF Revenues. Said contribution shall be in addition to the amount set forth in the Reimbursement Limit. If the Village contribution toward to off-site easement acquisition for the Permanent Sanitary Sewer Extension is less than \$100,000, any remaining funds shall not be subject to reimbursement as part of any other “Project Cost Category.” Any additional costs incurred beyond the \$100,000.00 shall be borne exclusively by Developer and shall not be eligible for reimbursement from TIF Revenues.

“Requirements of Law”: All applicable federal, state, and Village laws, statutes, codes, ordinances, resolutions, rules, and regulations, as well as judicial decisions and orders binding on the Parties or the Redevelopment Project

“Special Allocation Fund”: The fund into which TIF Revenues are collected from the Project Area

in accordance with the TIF Act and the TIF Ordinances.

“Substantial Completion”: The term “Substantial Completion” shall apply only to the portion of the Work that shall be dedicated to public use. Substantial Completion shall not occur until the requirements of Section 12-4-6-D-6 of the Village Code have been met with regard to the Permanent Sanitary Sewer Extension. Substantial Completion for the relocation of the U.S. Route 30 on-ramp to IL-47 shall occur once it is open and available for use. Where weather conditions do not permit the installation of certain landscaping improvements or the laying of the surface course or final lift of asphalt pavement, the Village shall be permitted to retain enough of the Developer’s Share to cover said costs. The Village shall not withhold its determination that Substantial Completion has been reached where the Developer has provided reasonable security for the completion of such portions of the Work that are delayed by such weather-related circumstances. For purposes of this Agreement, the terms “Substantially Complete” and “Substantially Completed” shall have the same meaning as “Substantial Completion.”

“TIF Act”: The Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et. seq.

“TIF District #2”: TIF District #2 shall have the same definition as the Project Area.

“TIF Revenues”: That portion of the ad valorem real estate taxes, if any, arising from the taxes levied upon the Property, which taxes are actually collected and paid to the Village, and deposited into the Special Allocation Fund and which are attributable to the increase in the equalized assessed valuation (“EAV”) of the Property over and above the EAV of the Property during tax year 2021. The County Clerk of the County of Kane, Illinois has assessed the following EAVs for the Property:

PIN	Equalized Assessed Value for Tax Year 2022
14-16-300-012	\$16,302
14-16-400-016	\$6,444

All TIF Revenues shall be collected and disbursed pursuant and in accordance with the TIF Act, the TIF Ordinances and this Agreement, and which have been received by the Village on and after the establishment of TIF District #2.

“TIF Ordinances”: The following Village ordinances adopted May 5, 2015:

1. Village of Sugar Grove Ordinance 2015-0505A entitled *An Ordinance Approving the Sugar Grove Northeast Airport Area Redevelopment Plan and Program #2*,
2. Village of Sugar Grove Ordinance 2015-0505B-entitled *An Ordinance Designating the Sugar Grove Northeast Airport Area Tax Increment Finance District #2*,
3. Village of Sugar Grove Ordinance No. 2015-0505C entitled *An Ordinance Adopting Tax Increment Financing for the Sugar Grove Northeast Airport Area Tax Increment Finance*

District #2.

“Uncontrollable Circumstances”: Any of the following events and circumstances that materially change the costs or ability of a Party to carry out its obligations under this Agreement:

1. A change in the Requirements of Law;
2. Insurrection, riot, civil disturbance, sabotage, act of public enemy, explosion, nuclear incident, war, or naval blockade;
3. Epidemic, hurricane, tornado, landslide, earthquake, lightning, fire, windstorm, other extraordinary weather condition, or another similar act of God;
4. Governmental condemnation or taking; or
5. Strikes or labor disputes, other than those caused by the unlawful acts of one of the Developer or its partners or affiliated entities.
6. Governmental orders or directives due to the COVID-19 pandemic that require the construction of the Redevelopment Project to cease.

“Uses”: Any of the permitted or special uses listed attached in Exhibit 5.

“Village”: The Village of Sugar Grove, Kane County, Illinois

“Village Board”: The Village Board of the Village of Sugar Grove, Illinois.

“Work”: Shall mean the construction and installation of the following improvements, all as described and depicted in Exhibits 4 and 9 respectively:

1. The purchase of IL 47 access rights from the Illinois Department of Transportation (IDOT) and the relocation of the US 30 on-ramp off IL 47 approximately 880 feet south of the proposed right-in access drive off IL 47 meeting IDOT requirements as depicted on the Construction Plans.
2. The Permanent Sanitary Sewer Extension as depicted on the Construction Plans.
3. In addition, the Village shall equally share in the cost of off-site easement acquisition for the Permanent Sanitary Sewer Extension up to a maximum of a \$100,000 contribution by the Village, to be paid out of TIF Revenues. Said contribution shall be in addition to the amount set forth in the Reimbursement Limit. If the Village contribution toward to off-site easement acquisition for the Permanent Sanitary Sewer Extension is less than \$100,000, any remaining funds shall not be subject to reimbursement as part of any other “Project Cost Category.” Any additional costs incurred beyond the \$100,000.00 shall be borne exclusively by Developer and shall not be eligible for reimbursement from TIF Revenues.

"Zoning Approvals": All plat approvals, re-zoning or other zoning and ordinance changes, site plan approvals, conditional use permits, planned unit development approvals, or other subdivision, signage, zoning, or similar approvals required from the Village for the implementation of the Redevelopment Project and which are generally consistent with the Redevelopment Plan, this Agreement and all Requirements of Law, except as may be deviated, varied or modified by the Village pursuant to applicable provision of the Sugar Grove Municipal Code.

Capitalized terms not otherwise defined in this Agreement shall have the meaning ascribed to them in the Redevelopment Plan.

2. Redevelopment Project. The Village and Developer agree to carry out the Redevelopment Project in accordance with the PUD Ordinance, Annexation Agreement, any future Zoning Approvals, and this Agreement.

2.1 Developer Undertakings.

- a) The Developer agrees, subject to the terms and conditions in this Agreement, the Annexation Agreement, and the PUD Ordinance to undertake the Work, as more specifically set forth on Exhibit 4.
- b) The Developer agrees that all Work and construction phases will be performed in accordance with all Requirements of Law that may pertain to the development of the Property, except as modified in any Annexation Agreement for the Property or the PUD Ordinance.
- c) The Developer agrees that all Work is required to comply with regulations regarding the Americans With Disabilities Act of 1990 (ADA).
- d) The Work shall commence no more than 180 days after receipt of all required permits from the Village and all other government bodies and agencies, including but not limited to Kane County and IDOT, with Substantial Completion of the Phase I Work to be achieved within eighteen (18) months after the Phase I Work has commenced unless performance of the Work is delayed by Uncontrollable Circumstances, in which case the time for Substantial Completion shall be extended for the period during which the Uncontrollable Circumstances prevail.

There shall be no time limits to construct Phase II.

- e) Nothing in this Agreement will be deemed or construed to obligate the Developer to proceed with the construction of the Redevelopment Project or any of the Work. However, if the Work is not commenced or completed within the times set forth in Paragraph 2.1(d) above, and the Developer fails to so commence or complete the Work within 30 days after receiving written demand from the Village to cure such failure, the Village may elect to terminate this Agreement without any further obligation to the Developer, provided, however, if upon due notice the Developer proceeds with due

diligence and Uncontrollable Circumstances prevent fulfilment of its obligations, the 30 day period will be extended for such time as is reasonably necessary for Developer to meet its obligations herein as more specifically set forth in Section 21 hereof.

- f) Developer's obligations under this Agreement are limited to the Work described in this Agreement. The Village acknowledges that all of the Work on the Property shall be performed as part of Phase I. Developer intends to sell or lease the portion of the Property consisting of Phase I either before or after the Work is performed in a "pad ready" condition to persons who shall develop their individual lot for their business ("End Users"). These End Users shall be responsible for all other improvements to open their business on their individual lot. Further, Developer shall not directly sell any portion of the Property to an End User that at the time of purchase asserts a tax-exempt status for its portion of the property purchased.

2.2 Village Undertaking. The Village agrees, subject to the terms and conditions hereof, to use diligent efforts to expeditiously consider all Zoning Approvals necessary to commence and complete the Redevelopment Project so long as the application and documentation of such Zoning Approval Requests are in general compliance with the Redevelopment Plan and Requirements of Law, except as modified or deviated in the Annexation Agreement, the PUD Ordinance, or any future Zoning Approvals for the Property. The Annexation Agreement, the PUD Ordinance, and this Agreement shall all be approved at the same meeting of the Village Board.

3. Acceptance of Proposal/Developer Selection. The Village hereby accepts the Redevelopment Proposal, as amended hereby for the Agreement Term, and selects the Developer exclusively to perform the Work as outlined herein, in accordance with the terms of this Agreement. In the event of any conflict between the Redevelopment Proposal or Redevelopment Plan and the terms of this Agreement, the terms of this Agreement shall control.

4. Plans and Approvals.

4.1 Changes. During the progress of the Work the Developer may make such reasonable changes, including, without limitation, modification of the construction schedule, including dates of commencement and completion, modification of the areas in which this Work is to be performed, expansion or deletion of items, and any and all such other changes as site conditions or orderly development may dictate and as may be in substantial conformance with the Redevelopment Plan and this Agreement, provided that the Developer shall first obtain the consent of the Village, which consent shall not be unreasonably withheld or delayed, before the Developer makes any such changes.

4.2 Zoning Approvals. The Village agrees to cooperate with the Developer and to expeditiously process and timely consider all applications for the Zoning Approvals which are in substantial conformance with the Redevelopment Plan, the Annexation Agreement, the PUD Ordinance (as applicable to the portion of the Property referenced in the PUD Ordinance) and this Agreement in accordance with the Requirements of Law

(except that with respect to the Village's Zoning Ordinances, Subdivision Ordinance or any other Village Code or ordinance, such applications may contain such nonconformance, deviations, modifications, or variance as are determined by the Village to be necessary to develop the Property) and to take all further actions relating to Zoning Approvals (after processing in accordance with Requirements of Law) as are consistent with the Redevelopment Plan, the Annexation Agreement, the PUD Ordinance and this Agreement.

5. Payment of the Developer's Share

5.1 Requests for Payment of the Developer's Share. The Developer shall submit Requests for Payment of the Developer's Share ("Requests") in substantially the same form as set forth in Exhibit 2 - Request for Reimbursement on or before December 31st (each a "Payment Date") of any given year during the Agreement Term in order to be eligible to receive payment of the Developer's Share during that year. All Requests shall be accompanied by invoices, statements, vouchers, or bills for the amount requested (including evidence of payment thereof as to any amounts for which payment or reimbursement is requested and lien waivers for all services or materials furnished by subcontractors, except as to any retainage, related to amounts for which reimbursement is requested.) The Developer must also show proof that all Real Estate Property Taxes attributable to the Property Developer owns are paid in full. Payment of the Developer's Share, at the discretion of the Village, may be forfeited for any year in which appropriate requests for payment, including all applicable documents and proof of payment, are not supplied by December 31st. Forfeited payments will not count towards the applicable Reimbursement Limit, and will not be recoverable in future years. The acquisition, production, and submission of all necessary documents and information required to effectuate payment of the Developer's Share will be the sole responsibility of the Developer.

5.2 Village's Determination of Payment of the Developer's Share. The Village shall approve or disapprove with such approval not to be unreasonably withheld, any Request within 30 days of the submittal thereof. If the Village disapproves any Request or any portion thereof, it shall state in writing the reasons therefore and provide the Developer a reasonable opportunity to clarify, supplement, or correct the Request.

5.3 Payment of the Developer's Share. Within 30 days of receipt and deposit of the Property's TIF Revenues into the Village's Special Allocation Fund, the Village shall pay the Developer the annually approved payments pursuant to the Developer's Share to the extent TIF Revenues are available in the Special Allocation Fund. Such payment shall continue until such time as the earlier of the following: (i) the Reimbursement Limit or Agreement Term is reached; (ii) the date the Project Area expires or is otherwise terminated in accordance with the TIF Act of TIF Ordinances; (iii) Subject to Uncontrollable Circumstances, and the expiration of the notice and Cure Period as provided in Section 21 the Developer has failed to meet to the deadlines for the start or Substantial Completion of the Work, as outlined within section 2.1(d), and no extensions have been granted. If the Developer requests reimbursement of Developer's Share, and

if the Village authorizes the distribution of such funds in an amount greater than the then-existing balance of the TIF Revenues in the Special Allocation Fund, the Village shall distribute any approved but undistributed Developer's Share to Developer on the next Payment Date, or a Payment Date thereafter, provided that the Village has received and deposited additional TIF Revenues into the Special Allocation Fund, in an amount sufficient to cover all of a part of said authorized but undistributed Developer's Share.

5.4 Reimbursements Limited to Eligible Redevelopment Projects Cost. Nothing in this Agreement shall obligate the Village to pay or to reimburse the Developer for any costs that are not Eligible Redevelopment Project Costs as determined by the Village. The Developer shall, at the Village's request, provide itemized invoices, receipts or other information, if any, requested by the Village to confirm that any such costs are so incurred and do so qualify.

5.5 Village's Obligations Limited to TIF Revenues in Special Allocation Fund. Notwithstanding any other term or provision of this Agreement, the Village's obligations pursuant to this Agreement are limited to the TIF Revenues and from no other source, up to the Reimbursement Limit, should the Work be Substantially Completed. This Agreement does not compel the Village's General Fund, or any other source of funds, to provide monies for any amount or obligation identified herein. The Village's obligation to pay the Developer's Share and any other incentives to be provided under this Agreement is a limited obligation payable solely from the TIF Revenues deposited in the Special Allocation Fund and shall not be a general obligation of the Village or secured by the full faith and credit of the Village. Insufficiency of the TIF Revenues to pay the Developer's Share when due shall not be an event of default thereon, and no holder of the right to receive any incentive shall have any recourse whatsoever against the Village in the event that there are insufficient TIF Revenues.

5.6 Pledge of Developer's Share. The Developer may pledge payment of the Developer's Share, subject to the terms and conditions of this Agreement, to secure its loan for development and construction of the Redevelopment Project.

6. Notices Any notice, demand, or other communication required by this Agreement to be given by either party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched i) by certified United States First Class Mail, postage prepaid: delivered personally; or by a nationally recognized overnight delivery service with signature required for delivery confirmation

1) In the case of the Developer, to:
SDP Sugar Grove, LLC
Attn: Mr. Patrick F. Daly
2803 Butterfield Rd., Ste 300
Oak Brook, Illinois 60523

2) In the case of the Village, to:
Village of Sugar Grove
Attn: TIF Administrator
10 S. Municipal Drive
Sugar Grove, Illinois 60554

With a copy to:

Mickey, Wilson, Weiler, Renzi, Lenert & Julien,
P.C.
Attn: Laura Julien, Village Attorney
140 S. Municipal Drive
Sugar Grove, Illinois 60554

or to such other address with respect to either Party as that Party may, from time to time, designate in writing and forward to the other as provided in this Section.

7. Conflict of Interest. The Parties agree to abide by all Requirements of Law relating to conflict of interest. Additionally, but not in limitation of the foregoing, no member of the Village Board or any branch of government of the Village who has any power of review or approval of any of the undertakings contemplated herein shall participate in any decisions relating thereto which affect his or her personal interests or the interests of any corporation, partnership, or other entity in which he or she is directly or indirectly interested. Any member, official, employee or agent of the Village now having or subsequently acquiring any personal interest, direct or indirect, or now having or subsequently acquiring any interest in any corporation, partnership or association which has any interest in the Project Area or the Redevelopment Project, or in any contract or proposed contract in connection with the redevelopment, rehabilitation or financing of the Project Area or the Redevelopment Project, shall immediately disclose in writing to the Village Board the nature of such interest and seek a determination with respect to such interest by the Village Board and in the meantime shall not participate in or attempt to influence any actions or discussions relating to the Project Area.

8. Maintenance of Redevelopment Area. Until Substantial Completion has been reached, the Developer shall maintain or cause to be maintained all of the Work and the Developer's Portion of the Redevelopment Project within its control in accordance with all federal, state and local laws, regulations, codes and ordinances.

9. Representative Not Personally Liable. No official, agent, employee, or representative of the Village shall be personally liable to the Developer in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

10. Release and Indemnification.

- a) Developer covenants and agrees that the Village and its governing body members, officers, agents, servants and employees ("Indemnified Parties") shall not be liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the construction of the Work, during the performance of the Work. The foregoing indemnification obligations shall not extend to claims which are alleged to have arisen out of the Village's own negligence or willful misconduct or the negligence or willful conduct of one or more of the Village Indemnified Parties.

- b) The Indemnified Parties shall not be liable for any damage or injury to the persons or property of the Developer or any of its Affiliates or its officers, agents, servants or employees or any other person who may be about the Property due to any act of negligence of any person except to the extent that such liability is covered by and payable under applicable liability insurance.
- c) All covenants, stipulations, promises, agreements, and obligations of the Village contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the Village and not of any of its governing body members, officers, agents, servants, or employees in their individual capacities. No official, employee, agent, or representative of the Village shall be personally liable to the Developer or any of its Affiliates in the event of a default or breach by any Party under this Agreement.
- d) Notwithstanding anything herein to the contrary, the Village shall not be liable to the Developer or any of its Affiliates for damages arising in any way from this Agreement, or any other obligation or agreement made in connection therewith or from any breach thereof, or arising from a declaration by a final judgment by a court of competent jurisdiction that all or any portion of the TIF Act is unconstitutional or that any ordinance of the Village adopted in connection with the Redevelopment Proposal, Redevelopment Plan or the TIF Act is invalid or unconstitutional in whole or in part; provided that nothing in this Section shall limit claims by Developer or any of its Affiliates against the Special Allocation Fund or actions by Developer seeking specific performance of relevant contracts, the Annexation Agreement, the PUD Ordinance, or any future Zoning Approvals.
- e) The Developer agrees to indemnify and hold the Indemnified Parties harmless from, and against any and all suits, claims, damages, liabilities and costs and attorney's fees (a "claim"), resulting from, arising out of, or in any way connected with the negligence or willful misconduct of the Developer, its employees, agents or independent contractors in connection with the management, development, redevelopment and construction of the Work prior to the any of the Work being Substantially Completed. The foregoing indemnification obligations shall not extend to claims which are alleged to have arisen out of the Village's own negligence or willful misconduct or the negligence or willful misconduct of one or more of the Indemnified Parties.

11. Nondiscrimination. Developer and Village shall comply with Requirements of Law regarding equal employment, nondiscrimination, affirmative action, and prevailing wages.

12. Representation of the Village. The Village represents and warrants that:

- a) Organization and Authority. The Village (i) is an Illinois municipal corporation, and (ii) has full corporate power to execute and deliver and perform the terms and obligations of this Agreement. The Village has been authorized by all necessary action to execute and deliver this Agreement, which shall constitute the legal, valid, and binding obligation of

the Village, enforceable in accordance with its terms.

- b) No Defaults or Violations of Law. The execution and delivery of this Agreement will not conflict with or result in a breach of any of the terms of, or constitute a default under any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Village is a party of by which it is bound or the Village's charter, or any of the rules or regulations applicable to the Village. To the best of the Village's knowledge, there are no proceedings pending against or affecting the Village in any court or before any governmental authority that involves the possibility of materially or adversely affecting the ability of the Village to perform its obligations under this Agreement

13. Representations of the Developer. The Developer represents and warrants that:

- a) Organization and Authority. The Developer (i) is an Illinois limited liability company, and (ii) has full authority and power to execute and deliver and perform the terms and obligations of this Agreement, which shall constitute the legal, valid, and binding obligation of the Developer, enforceable in accordance with its terms, and the Agreement shall constitute the legal, valid, and binding obligation of the Developer enforceable by Village in accordance with its terms.
- b) No Defaults or Violations of Law. The execution and delivery of this Agreement, by the Developer will not conflict with or result in a breach of any of the terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Developer is a party or by which they are bound or their respective articles incorporation, bylaws, or any of the rules or regulations applicable to the Developer.
- c) Pending Litigation. Except with regard to those matters which counsel to the Village and counsel to the Developer have discussed, no litigation, proceedings or investigations are pending or, to the knowledge of the Developer, threatened against the Developer, except claims which if adversely determined will not, in the opinion of counsel to the Developer, materially and adversely affect the financial condition or operations of the Developer. In addition (except with regard to those matters which counsel to the Village and counsel to the Developer have discussed), no litigation, proceedings or investigations are pending or, to the knowledge of the Developer, threatened against the Developer seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement by the Developer or which would in any manner challenge or adversely affect the corporate existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer of the terms and provisions of this Agreement.
- d) Full Disclosure. There is no fact which the Developer has not disclosed to the Village in writing which materially affects adversely or, so far as the Developer can now foresee, will materially affect adversely the financial condition of the Developer or its ability to own and operate its properties or to carry out its obligations under this Agreement.

14. Inspection. The Developer shall allow authorized representatives of the Village access to the Property from time to time upon reasonable advance notice prior to the Substantial Completion of the Work for reasonable inspection thereof.

15. Choice of Law and Venue. This Agreement shall be taken and deemed to have been fully executed by Parties in, and governed by the laws of, the State of Illinois for all purposes and intents. Venue shall be in the Sixteenth Judicial Circuit, Kane County, Illinois.

16. Entire Agreement; Amendment. The Parties agree that this Agreement constitutes the entire agreement between the Parties and that no other agreements or representations other than those contained in this Agreement have been made by the Parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the Parties. Amendments or modifications to PUD Ordinance, Annexation Agreement or future Zoning Approvals may be considered and acted on by the Corporate Authorities without the same being deemed an amendment or modification to this Agreement. The Parties may agree to modify the exhibits to this Agreement or extend the time for the performance of a Party's obligation under this Agreement without amending or modifying this Agreement, subject to the Requirements of Law. Applications for an amendment to this Agreement which reference only a given portion of the Redevelopment Property or a given Phase need only be signed by the Person that owns such portion of the Redevelopment Property or Phase. The Village shall have the right to approve such amendment without the consent of the Persons who own the other portions of the Redevelopment Property and other Phases.

17. Termination. The Village shall retain the right to terminate this Agreement at any of the following moments: (i) the Reimbursement Limit is reached; (ii) the date the Project Area expires or is otherwise terminated in accordance with the TIF Act or TIF Ordinances; (iii) Subject to Uncontrollable Circumstances, and the expiration of the notice and Cure Period as provided in Section 21 the Developer has failed to meet to the deadlines for the start or Substantial Completion of the Work as outlined within section 2.1(d), and no extensions have been granted. The expiration of the Agreement Term will not bar any claim for an Event of Default under this Agreement that accrued prior to such expiration; nor shall it affect the Village's obligation to make payments due on Developer's Share in the year following such expiration upon its receipt of TIF Revenue for the final year of Project Area from the Kane County Treasurer.

18. Prevailing Wage.

- a) The Developer acknowledges that the Illinois Department of Labor currently takes the position as a matter of its enforcement policy that the TIF financing of the Redevelopment Project under this Agreement does not subject the Redevelopment Project to the Prevailing Wage Act unless the Redevelopment Project also receives funding from another public source. The Village makes not representation as to any such application of the Prevailing Wage Act to the Redevelopment Project, and any failure by the Developer to comply with the Prevailing Wage Act, if and to the extent subsequently found to be applicable by any legal authority having jurisdiction, shall not be deemed an Event of Default under this Agreement. Notwithstanding the foregoing sentence, the Developer agrees to assume all responsibility for any such compliance (or

noncompliance) with the Prevailing Wage Act in connection with the Work under this Agreement in the event of any action by any Party to enforce its provisions. The Developer shall indemnify and hold harmless the Village, its agents, officers, and employees from and against all claims, fines, penalties, costs, and interest, including attorney fees and costs, which may arise from any violation of the Prevailing Wage Act in connection with the Work.

- b) The Developer agrees that any Work performed by or for the Developer under this Agreement shall comply with all other Applicable Laws governing fair labor practices.

19. Severability. In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

20. Nature, Survival and Transfer Obligations; Assignment. Except as hereinafter set forth, the obligations assumed by, and the rights that accrue to, the Developer under this Agreement shall run with the land and be binding upon and inure to the benefit of each of the Developer's successors and assigns (excluding any Excluded Transferee's), and each future successor legal or beneficial owner of all or any portion of the Property. The Payment of Developer's Share of Eligible Redevelopment Project Costs, as provided in the Agreement, including, but not limited to, Section 5 of this Agreement, may, without the consent of the Village, be (i) assigned to or pledged as collateral to any lender providing project financing to the Developer or (ii) the Developer may transfer or assign the Developer's Share of Eligible Redevelopment Project Costs at any time without consent of the Village to (a) any entity controlling, controlled by or under common control with Developer or (b) any entity in which the majority equity interest is owned by the parties that have a majority equity interest in Developer. (collectively "Pledge, Assignment, or Transfer of Developer's Share of Eligible Redevelopment Project Costs")

Except as provided in the paragraph above which provides the Pledge, Assignment or Transfer of Developer's Share of Eligible Redevelopment Project Costs, which shall not require the consent of the Village, the rights and obligations of the Developer under this Agreement shall not be assignable by the Developer, except upon prior written consent given by the Village. The Village shall not unreasonably withhold its consent provided that the nature of the Redevelopment Project is not substantially changed. No such assignment shall be deemed to release the Developer of its obligations to the Village under this Agreement unless the specific consent of the Village to release the Developer's obligations is first obtained in writing and a Transferee Assumption Agreement in substantially the same form as Exhibit 3 is executed by the Parties, which execution by the Village shall not be unreasonably withheld. The Village acknowledges that Developer intends to sell or lease various portions of the Property either before or after Substantial Completion of the Work which shall not require the Village's consent because these Persons shall not be responsible to complete the Work and shall not be entitled to Developer's Share ("Excluded Transferee"). No transfer by Developer to another Person of a portion of the Property shall operate as an assignment of the rights and obligations under this Agreement without an execution of a Transferee Assumption Agreement, including, but not limited, Developer's rights to collect Developer's Share after a transfer of any portion of the

Property to another Person unless Developer specifically assigns it rights to receive its Developers Share in the Transferee Assumption Agreement.

For purposes of this Agreement, the term “transfer” includes any assignment, sale, transfer to a transfer in trust, or other disposition of the Property, or any beneficial interest in the Property, in whole or in part, by voluntary sale, sale and leaseback, consolidation, or otherwise. “Transfer” does not include any of the following, which shall not be deemed to be unpermitted transactions: involuntary sale, foreclosure, transfer to a receiver or a trustee in bankruptcy, mortgage, or collateral assignment in connection with financing, lease, license, or occupancy agreement, easement, transfer by operation of law, any Pledge, Assignment or Transfer of Developer’s Share of Eligible Redevelopment Project Costs, or a transfer to an Excluded Transferee.

21. Default/Remedies.

a) Default, Notice of Default and Cure Period.

Subject to Uncontrollable Circumstances and provisions for notice provided herein, if any of the Parties shall fail to perform or keep any material term or condition required to be performed or kept by such Party pursuant to this Agreement (an “**Event of Default**”), such Party shall, upon written notice from the other Party specifying the default(s) complained of by the injured Party, proceed to cure or remedy such default or breach within thirty (30) calendar days after receipt of such notice (“**Cure Period**”), provided, however, that in the event such default is incapable of being cured within the Cure Period and the defaulting Party commences to cure the default within the Cure Period and proceeds with due diligence to cure the same, the Cure Period will be extended for such time period as is reasonably necessary for curing the default. The injured Party may not initiate proceedings against the Party in default until the end of the Cure Period, or any extension of the Cure Period as provided in this section.

b) Forum and Remedies.

Upon the breach of this Agreement, any of the Parties hereto may, exclusively in the Circuit Court of the Sixteenth Judicial Circuit, Kane County, Illinois, by action or proceeding at law or in equity secure the specific performance of the covenants and agreements herein contained or recover damages (except consequential damages) for the failure of performance or any of the above; provided however, the Villages sole remedy for an Event of Default of Section 2.1(d) regarding failure to meet the deadlines for the start or Substantial Completion of the Work as outlined within Section 2.1(d) of this Agreement shall be termination of this Agreement by the Village.

In the event either Party shall institute legal action because of breach of any agreement or obligation contained in this Agreement, on the part of either Party to be kept or performed, the prevailing Party shall be entitled to recover all damages (except consequential damages), costs and expenses, including reasonable attorney’s fees and costs incurred therefore. The rights and remedies of the Parties are cumulative, and the

exercise by either Party of one or more of such rights or remedies shall not preclude the exercise of, at the same time or different times, any rights or remedies for the same default or for any other default by the other Party, as provided herein.

Any delay by any Party in instituting or prosecuting any actions or proceedings or asserting its rights under this Agreement shall not operate as a waiver of such rights in any way (it being the intent of this provision that such Party should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedies provided by law, equity or this Agreement because of the default involved). A waiver made by any Party with respect to any specific default by any other Party under this Agreement must be expressly and specifically made in writing and shall not be construed as a waiver of rights with respect to any other default by the defaulting Party under this Agreement or with respect to the particular default except to the extent expressly and specifically waived in writing.

c) Mortgagees.

Whenever the Village shall deliver a notice of default to Developer with respect to any alleged Event of Default by Developer hereunder, the Village shall, at the same time, deliver to each Mortgagee (as defined below), a copy of such notice or demand, provided the Village has been advised in writing of the name and address of any such Mortgagee. Each such Mortgagee shall have the right to cure or remedy or commence to cure or remedy any such default after the expiration of the Cure Period, subject to the same conditions as are applicable to the Developer.

In the event the Developer's default is not one curable by a Mortgagee (i.e., insolvency or bankruptcy of the Developer), such Mortgagee may request, and the Village may agree, to enter into an assumption agreement with such Mortgagee.

Notwithstanding any provision herein to the contrary, the Developer shall be permitted to grant and convey to third parties (each a "**Mortgagee**") mortgage liens and other liens and encumbrances upon the Property as security for financing extended to the Developer from time to time in connection with the Redevelopment Project, or any portion thereof (each a "**Mortgage**"), without prior consent of the Village, and the Developer shall be permitted to collaterally assign and grant a security interest in its rights and interests hereunder to such Mortgagee pursuant to a security agreement ("**Assignment**"). In the event that any Mortgagee shall succeed to the Developer's interest in all or any portion of the Property pursuant to the exercise of remedies under any such Mortgage or Assignment, whether by foreclosure, deed in lieu of foreclosure and/or exercise of any rights under such documents, the Village hereby agrees to attorn to and recognize such party as the successor in interest to the Developer for all purposes under this Agreement, so long as such party enters into an assumption agreement. Execution of the assumption agreement shall not relieve the Developer from liability for any default of the Developer which occurred prior to the execution of the assumption agreement. If such Mortgagee does not enter into an assumption agreement, such party shall be entitled to no rights and benefits under this Agreement, and such party shall be bound by those provisions of

this Agreement which are covenants expressly running with the land and the Village shall not be obligated to make any disbursements of any proceeds of Developer's Share to such Mortgagee or any successor to such Mortgagee, unless agreed to by the Village in writing.

22. **Intentionally Omitted.**

23. **Intentionally Omitted.**

24. **Intentionally Omitted.**

25. **Incorporation of Recitals and Exhibits.** The statements, representations, covenants and recitations set forth in the foregoing Recitals are material to this Agreement and are incorporated into and made a part of this Agreement as though they were fully set forth in this Section 25. The Exhibits referred to in the Recitals in this Agreement and attached to or incorporated into it by textual reference in this Agreement are incorporated by reference into and made a part of this Agreement as though they were fully set forth in this Section 25.

26. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same Agreement.

27. **Certificate of Continued Effectiveness.** Within ten (10) business days after the written request by Developer, the Village shall execute and deliver to any existing or proposed mortgagee, lessor, grantee, or assignee a certificate stating that this Agreement is in full force and effect, that neither the Village nor Developer are in default under this Agreement and containing such other information as may be reasonably requested by such mortgagee, lessor, grantee, or assignee.

28. **Changes in Laws.** Unless otherwise explicitly provided in this Agreement, any reference to any Requirements of Law includes any modifications of, or amendments to such Requirements of Law as may, from time to time, hereinafter occur.

29. **Interpretation.** This Agreement is to be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Each provision of this Agreement is to be construed as though both parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting Party is not applicable to this Agreement

30. **Headings.** The table of contents, heading, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

31. **No Joint Venture, Agency or Partnership Created.** Neither anything in this Agreement nor any acts of the Parties to this Agreement shall be construed by the Parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such Parties.

IN WITNESS WHEREOF, the Village and Developer have caused this Agreement to be executed in their respective names and caused their respective seals to be affixed thereto and attested as to the date first above written.

"VILLAGE"	VILLAGE OF SUGAR GROVE, ILLINOIS
DATE: _____	_____
	Jennifer Konen, Village President

"DEVELOPER"	SDP SUGAR GROVE, LLC
DATE: _____	By: _____
	Its: _____

EXHIBIT LIST

APPENDIX A	Project Location
EXHIBIT 1	Eligible Redevelopment Project Costs
EXHIBIT 2	Request for Reimbursement
EXHIBIT 3	Form of Transferee Assumption Agreement
EXHIBIT 4	Description of Redevelopment Project and the Work
EXHIBIT 5	Permitted and Special Use List
EXHIBIT 6	First Amendment to Annexation Agreement
EXHIBIT 7	PUD Ordinance
EXHIBIT 8	Legal Description of the Property
EXHIBIT 9	Construction Plans

APPENDIX A
Project Location

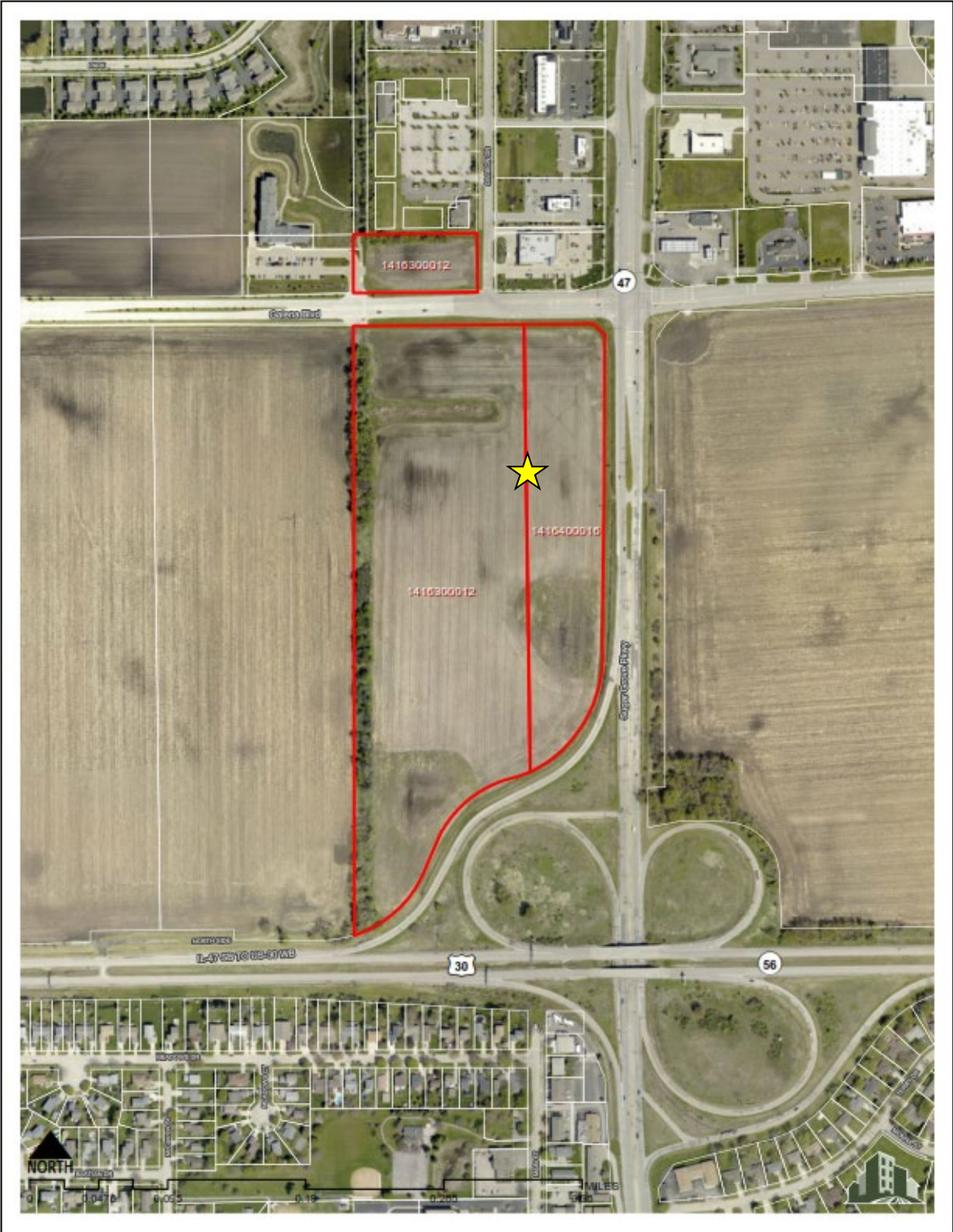


EXHIBIT 1
Eligible Redevelopment Project Costs

Project Cost Category:	Estimated Cost:
Relocation of the US 30 on-ramp off IL 47 approximately 880 feet south of the proposed right-in access drive off IL 47 meeting the Illinois Department of Transportation (IDOT) requirements as depicted on the Construction Plans	\$275,000
Extending the 10" to 12" Village of Sugar Grove intermediate sanitary sewer and mains from the point of connection to the existing 24" Fox Metro Interceptor approximately 5050 feet to the sanitary manhole No. 114 located at the southwest corner of Galena Boulevard and Lot 7 as depicted on the Construction Plans.	\$600,000
The Village shall equally share in the cost of off-site easement acquisition for the Permanent Sanitary Sewer Extension up to a maximum of a \$100,000 contribution by the Village, to be paid out of TIF Revenues. Said contribution shall be in addition to the amount set forth in the Reimbursement Limit. If the Village contribution toward to off-site easement acquisition for the Permanent Sanitary Sewer Extension is less than \$100,000, any	Up to \$100,000

remaining funds shall not be subject to reimbursement as part of any other "Project Cost Category." Any additional costs incurred beyond the \$100,000.00 shall be borne exclusively by Developer and shall not be eligible for reimbursement from TIF Revenues.	
IDOT Release of Access Control Fee for IL-47 (eligibility of reimbursement shall be limited to the fee only, not any related costs such as engineering or legal)	Up to \$300,000
Costs of studies, survey, development of plans, including site planning, geotechnical engineering, civil engineering design, traffic engineering design incurred for the Redevelopment Project	\$65,000
Simple interest of 3.5% calculated annually of the Eligible Redevelopment Costs that have not been reimbursed to Developer as part of the Developer's Share ¹	To be calculated when Developer submits its Request for Payment of Developer's Share as provided in Section 5.1 of the Agreement

¹ As an example, if in year one \$1,240,000 of Eligible Redevelopment Costs have not been paid but were incurred by Developer and Substantially Completed as defined in the TIF Agreement, interest owed for that year would be \$43,400. In year two, if the Village paid \$200,000 to the Developer in Eligible Redevelopment Costs, so that in year two there were \$1,040,000 of Eligible Redevelopment Costs incurred that have not been paid to the Developer by the Village, the interest that year would be \$36,400. If in year three the Village paid another \$200,000 to the Developer in Eligible Redevelopment Costs, so that in year three there were \$840,000 of Eligible Redevelopment Costs incurred that have not been paid to the Developer, the interest that year would be \$29,400, and so on.

EXHIBIT 2
Request for Reimbursement

Request for Reimbursement of Eligible Redevelopment Project Costs

TO: TIF Administrator
Sugar Grove Village Hall
10 S. Municipal Drive
Sugar Grove, Illinois 60554

You are hereby requested and directed as per the Redevelopment Agreement between the Village of Sugar Grove, IL and _____ to pay the Developer’s Share from the Special Allocation Fund for TIF Revenue generated on parcel(s):_____ during the _____ payable _____ property tax period, for those Eligible Redevelopment Project Costs related to the following Redevelopment Project Costs:

<u>Vendor</u>	<u>Description of Work Performed</u>	<u>Amount</u>

Principal shall be paid first on the unpaid balance that was accumulated each year until the Eligible Project Costs have been paid in full. However, if one Project Cost Category has been completed and another Project Cost Category remains outstanding, the Village shall begin to repay interest on completed Project Cost Category. (E.g., If the Eligible Project Cost Reimbursement for the Rt. 47 On Ramp Relocation is paid in full to the Developer before any Eligible Project Costs are incurred by the Developer for the Permanent Sanitary Sewer Extension, then interest should start to be paid to the Developer for the Rt. 47 Relocation).

Total Costs Submitted: _____ Request # _____

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Agreement. The undersigned is the Developer under the Redevelopment Agreement which request is being made between the Village and the Developer.

The undersigned, on behalf of the Developer, hereby states and certifies to the Village that:

1. Each item listed above is an Eligible Project Cost and was incurred in connection with the construction of the Redevelopment Project.
2. All real estate taxes levied against the Property owned by the Developer have been paid in full proof of which is attached to this Request for Payment.
3. These Eligible Project Costs have been incurred by the Developer and have been paid by the Developer and are payable or reimbursable under the Redevelopment Agreement.
4. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm, or corporation to receive payment of the amounts stated in this request, except to the extent that any such lien is being contested in good faith.
5. All necessary permits and approvals required for the portion of the Work on the Redevelopment Project for which this certificate relates have been issued and are in full force and effect.
6. All Work for which payment or reimbursement is requested, has been Substantially Completed in accordance with the terms of the Agreement.
7. All Administration Fees have been paid in full/I agree to have any unpaid Administration Fee's deducted from the Developer's Share, as necessary.

Dated this _____ day of _____, 20____

SDP SUGAR GROVE, LLC

By: _____

Its: _____

Approved for Payment:

VILLAGE OF SUGAR GROVE, ILLINOIS

EXHIBIT 3
Form of Transferee Assumption Agreement

TRANSFEE ASSUMPTION AGREEMENT

THIS TRANSFEE ASSUMPTION AGREEMENT (“Agreement”) is made as of this ____ day of _____, 20__, by, between and among the **VILLAGE OF SUGAR GROVE**, an Illinois municipal corporation (“**Village**”), _____, a _____ (“**Owner**”), and _____ (“**Transferee**”).

WITNESSETH:

WHEREAS, pursuant to that certain real estate sale contract dated _____, 20__, the Transferee agreed to purchase from **[NAME OF ENTITY TRANSFERRING ITS PROPERTY]** (“**Transferor**”) certain real property situated in Kane County, Illinois and legally described in **Exhibit A** attached to and, by this reference, made a part of this Agreement (“**Transferred Property**”); and

WHEREAS, following the conveyance of the Transferred Property by Transferor, the Transferee will be the legal owner of the Property; and

WHEREAS, as a condition to the conveyance of the Transferred Property by Owner, the Village and Owner require that the Transferee agree to comply with all the terms, requirements, and obligations set forth in that certain Redevelopment Agreement, dated as of _____, 2022, and recorded in the office of the Kane County Recorder of Deeds on _____, 2022, as Document No. _____ (“**Redevelopment Agreement**”) as and to the extent they pertain to the Transferred Property;

NOW, THEREFORE, in consideration of the agreement of Transferor to convey the Transferred Property to the Transferee, and of the Village to accept the transfer of obligations as provided herein and to grant the releases granted herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by, between, and among the Village, Owner, and the Transferee as follows:

1. **Recitals.** The foregoing recitals are by this reference incorporated herein and made a part hereof as substantive provisions of this Agreement.
2. **Assumption of Obligations.** The Transferee, on its behalf and on behalf of its successors and assigns, hereby agrees, at its sole cost and expense, to comply with all of the terms, requirements, and obligations of the Redevelopment Agreement, including all exhibits and attachments thereto, as and to the extent they pertain to the Transferred Property regardless of whether such terms, requirements, and obligations are to be performed and provided by, or are imposed upon, Owner.

3. **Payment of Village Fees and Costs.** In addition to any other costs, payments, fees, charges, contributions, or dedications required by this Agreement, the Redevelopment Agreement or by applicable Village codes, ordinances, resolutions, rules, or regulations, the Transferee will pay to the Village, immediately upon presentation of a written demand or demands therefor, all legal, engineering, and other consulting or administrative fees, costs, and expenses incurred in connection with the negotiation, preparation, consideration, and review of this Agreement.

4. **Acknowledgment and Release of Owner.** The Village hereby acknowledges its agreement to the Transferee's assumption of the obligation to comply with the terms, requirements, and obligations of the Redevelopment Agreement, including all exhibits and attachments thereto, as and to the extent they pertain to the Transferred Property, and the Village hereby releases Owner from any personal liability for failure to comply with the terms, requirements, and obligations of the Redevelopment Agreement as and to the extent they pertain to the Transferred Property.²

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

ATTEST: **VILLAGE OF SUGAR GROVE,**
an Illinois municipal corporation

By: _____
Village Clerk

By: _____
Its: Village President

OWNER
_____, a _____

By: _____
Its: _____

TRANSFeree
_____, a _____

By: _____
Its: _____

² The Specific Transferee Assumption Agreement will need to note if Developer's Share is being transferred to the Transferee, as well, or retained by the Developer.

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS.
COUNTY OF Kane)

This instrument was acknowledged before me on _____, 20__, by _____, the Village President of the **VILLAGE OF SUGAR GROVE**, an Illinois municipal corporation, and by _____, the Village Clerk of said municipal corporation.

Given under my hand and official seal this ____ day of _____, 20__.

Notary Public

My Commission expires:_____

[SEAL]

STATE OF ILLINOIS)
) SS.
COUNTY OF Kane)

This instrument was acknowledged before me on _____, 20__, by _____, the _____ of the **OWNER**, a _____.

Given under my hand and official seal this ____ day of _____, 20__.

Notary Public

My Commission expires:_____

[SEAL]

STATE OF ILLINOIS)
) SS.
COUNTY OF Kane)

This instrument was acknowledged before me on _____, 20__, by _____, the _____ of the **TRANSFeree**, a _____.

Given under my hand and official seal this ____ day of _____, 20__.

Notary Public

My Commission expires:_____

[SEAL]

EXHIBIT 4
Description of Redevelopment Project and the Work

Developer intends to redevelop the Property located within the Village with the Redevelopment Project (defined below).

- The “Redevelopment Project” includes on the Property approximately 15,000 sf of retail contemplated in 4 outlots and additional retail/service uses on the proposed Lot 5 in Prairie Grove Commons Unit Two (which may be further subdivided into 2 lots); to be constructed by end users after the Developer completes Phase I. “Phase “I” includes:
- Construction of various site preparation and off-site improvements, including but not limited to: Extending the 10” to 12” Village of Sugar Grove intermediate sanitary sewer and mains from the point of connection to the existing 24” Fox Metro Interceptor approximately 5050 feet to the sanitary manhole No. 114 located at the southwest corner of Galena Boulevard and Lot 7 to service the Property as depicted on the Construction Plans (“Permanent Sanitary Sewer Extension”)
- Water extension from the existing 12” DIWM along the south side of Galena Blvd. and mains service the Property
- Relocation of the US 30 on-ramp off IL 47 approximately 880 feet south of the proposed right-in access drive off IL 47 meeting the Illinois Department of Transportation (IDOT) requirements.
- Pedestrian crossing including signalization for the Route 47 and Galena Blvd intersection.
- Off-site wetland mitigation for wetland located on the Property
- Stormwater Detention allocation for portions of Galena Boulevard, Lot 1 of the Prairie Grove Commons Unit 1, the unsubdivided portion of the Property located at the northwest corner of Galena Boulevard and Lot 7, and Lots 1-7 in Prairie Grove Commons Unit Two, together with mains, pipe, and associated structures
- Mass grade lots 1-5 in the proposed Prairie Grove Commons Unit Two, together with utility stubs, perimeter berming and seeding and other improvements depicted in the Construction Plans to create “pad ready” outlots to be sold, leased, or developed by Developer for any of the Uses contained in Exhibit 5 of the Agreement.
- All improvements for the Work as identified in the Construction Plans.

As part of “Phase II: The Developer intends to market for development in the future (i) additional retail/service uses on the portion of the Redevelopment Project Property which is on the north side of Galena Boulevard (which may be further subdivided into 2 lots); and (ii) a mixed use retail/service/hospitality development on the remainder of the Property, it being understood that any portion of the Property may be developed for any of the Uses provided in Exhibit 5 of the Agreement.

Phase II shall require Future Zoning Approvals to subdivide the Property into additional lots, adopt another special use for a planned unit development together with approval of preliminary and final PUD plans (except for Lot 5) and construction of additional improvements to create “pad ready” sites to be sold, leased, or developed by Developer for any of the Uses contained in Exhibit 5 of the Agreement.

For purposes of this Agreement, the “Work” shall include:

- The purchase of IL 47 access rights from the Illinois Department of Transportation (IDOT) and the relocation of the US 30 on-ramp off IL 47 approximately 880 feet south of the proposed right-in access drive off IL 47 meeting IDOT requirements as depicted on the Construction Plans.
- The Permanent Sanitary Sewer Extension as depicted on the Construction Plans.
- In addition, the Village shall equally share in the cost of off-site easement acquisition for the Permanent Sanitary Sewer Extension up to a maximum of a \$100,000 contribution by the Village, to be paid out of TIF Revenues. Said contribution shall be in addition to the amount set forth in the Reimbursement Limit. If the Village contribution toward to off-site easement acquisition for the Permanent Sanitary Sewer Extension is less than \$100,000, any remaining funds shall not be subject to reimbursement as part of any other “Project Cost Category.” Any additional costs incurred beyond the \$100,000.00 shall be borne exclusively by Developer and shall not be eligible for reimbursement from TIF Revenues.

EXHIBIT 5
Permitted and Special Use List

PERMITTED USES

Only the uses identified in the *Commercial Uses* and *Office Uses* sections under the B-3 Zoning District of the Table of Permitted Uses (Section 11-4-22 of the Village Zoning Ordinance), and Planned Developments, in compliance with the applicable additional standards, conditions and requirements of Section 11-4-22-C of the Village Zoning Ordinance, except as provided otherwise herein, are permitted on the Owner Property, together with any uses added to the uses identified in the Commercial Uses and Office Uses sections under the B-3 Zoning District of Section 11-4-22 of the Village Zoning Ordinance.

In the event the following uses are established on the Unit Two Property, the additional standards, conditions and requirements shall apply:

Motor vehicle sales – must provide a minimum ten thousand (10,000) square feet of indoor showroom for displaying vehicles, not including office or garage space. Primary sales must be of new vehicles and shall be limited to automobiles, SUVs, pick-up trucks, motorcycles, ATVs and UTVs. The sale of any other type of vehicle shall require a special use permit.

Lumberyard – must be indoor only, unless accessory to a retail use and square footage shall not exceed 50% of the square footage of the primary indoor retail use.

Storage facility- must be an indoor, climate-controlled facility only, consisting of individual private storage spaces available for lease or rent to the general public, not for commercial purposes.

Notwithstanding Section 11-4-22 of the Village Zoning Ordinance, Owner is permitted to establish the first bank/financial institution, including drive-through service window, car wash, hotel, and motor vehicle fuel station on the Owner Property, as defined in the Amendment without a Special Use Permit. A Special Use Permit shall be required in order to establish and operate a second or more bank/financial institution, car wash, hotel, and motor vehicle fuel station on the Owner Property.

SECTION 11-4-22C**B-3 Commercial and Office Uses Contained in Zoning Ordinance Currently in Effect**

Use	B-3 Zoning District
Commercial Uses	
Adult entertainment	
Art gallery	P
Auction room	S
Bank and financial institution	S
Banquet hall	P*
Banquet Hall, within 600 feet of a residential lot	S
Beauty shop, barbershop, and day spa	P
Bed and breakfast guesthouse	S
Bicycle sales and service	P
Car wash	S
Carpet and upholstery cleaners	S
Catering service	P
Cleaning and exterminating service	S
Clothing and costume rental store	P
Currency exchange	S
Drinking establishments	P
Equipment rental and leasing service	S
Event venue	
Florist	P
Food store	P
Food store, convenience	P
General repair service	P
General retail	P
Hotel, motel, and inn	S
Ice cream parlor	P
Laundry service	P*
Locksmith	P

Lumberyard	P
Mailing service	P
Medical supply rental	P
Motor vehicle fuel station	S
Motor vehicle parts retail	P*
Motor vehicle repair, Class I	P*
Motor vehicle repair, Class II	P*
Motor vehicle repair, Class III	
Motor vehicle repair, Class IV	
Motor vehicle sales	P*
Mulch, firewood sales	
Package liquor and wine, retail	P
Pawnshop	S
Pharmacy	P
Picture framing	P
Printing and publishing	P
Resale shop	P
Restaurant	P
Restaurant, alcohol service	P
Restaurant, carry out	P
Restaurant, drive-through	P
Restaurant, live entertainment, or dancing	S
Septic tank or sewer cleaning service	P
Small engine repair shop (not motor vehicles)	P
Sports and recreation, indoor	S
Sports and recreation, outdoor	S
Storage facilities	S
Tailor or dressmaker shop	P
Tattoo parlor	P
Taxidermist	P
Theater	P
Tobacco or vape shop	S
Undertaking establishment, funeral parlor and mortuary	P

Office Uses	
Contractor's office	P
Counseling service	P
General office	P
Medical laboratory	S
Medical office	P

***Refers to additional standards and criteria in section 11-4-23 for specific uses**

EXHIBIT 6
First Amendment to Annexation Agreement

Click here for link to Exhibit 6 - First Amendment to Annexation Agreement

EXHIBIT 7
PUD Ordinance

[Click here for link to Exhibit 7 - PUD Ordinance](#)

EXHIBIT 8
Legal Description of the Property

LEGAL DESCRIPTION:

THAT PART OF THE SOUTH 1/2 OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING IN THE CENTER OF THE AURORA AND DIXON ROAD 9.62 CHAINS WEST OF THE EAST LINE OF SAID SECTION; THENCE SOUTH TO THE SOUTH LINE OF SAID SECTION 16; THENCE WEST ALONG SAID SOUTH LINE TO THE CENTER LINE OF STATE ROUTE NO. 47; THENCE NORTH ALONG SAID CENTER LINE 395 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 551.4 FEET; THENCE SOUTH PARALLEL WITH THE CENTER LINE OF STATE ROUTE 47, 395 FEET TO THE SOUTH LINE OF SAID SECTION; THENCE WEST ALONG SAID SOUTH LINE TO A POINT 9.62 CHAINS WEST OF THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE NORTH 40 CHAINS TO THE NORTH LINE OF THE SOUTH 1/2 OF SAID SECTION; THENCE EAST ALONG SAID NORTH LINE TO THE CENTER LINE OF SAID STATE ROUTE 47; THENCE SOUTH ALONG SAID CENTER LINE TO THE CENTER LINE OF THE AURORA AND DIXON ROAD AFORESAID; THENCE EASTERLY ALONG THE CENTER LINE OF SAID AURORA AND DIXON ROAD TO THE POINT OF BEGINNING (EXCEPT THAT PART CONVEYED TO THE STATE OF ILLINOIS BY WARRANTY DEED RECORDED AUGUST 18, 1959 AS DOCUMENT 897944 AND ALSO EXCEPT THAT PART LYING EASTERLY OF SAID CENTER LINE OF STATE ROUTE 47 AND ALSO EXCEPTING THAT PART THEREOF FALLING IN LOT 1 IN PRAIRIE GROVE COMMONS UNIT ONE, RECORDED SEPTEMBER 15, 2010 AS DOCUMENT NUMBER 2010K060656 AND ALSO EXCEPT THAT PART DEDICATED FOR DIVISION DRIVE (66.0 FEET WIDE) ON SAID PLAT OF PRAIRIE GROVE COMMONS UNIT ONE, AND ALSO EXCEPT THAT PART OF THE LAND DEDICATED FOR ROADWAY AND UTILITY PURPOSES TO THE VILLAGE OF SUGAR GROVE RECORDED AS DOCUMENT 2008K039972 IN THE TOWNSHIP OF SUGAR GROVE, KANE COUNTY, ILLINOIS.

EXHIBIT 9
Construction Plans

Click here for link to Exhibit 9 - Construction Plans