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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** MATT ANASTASIA, FINANCE DIRECTOR  
SCOTT KOEPPPEL, VILLAGE ADMINISTRATOR  
**SUBJECT:** ORDINANCE: APPROVING A REDEVELOPMENT AGREEMENT FOR THE I-88 AND IL-47 REDEVELOPMENT PROJECT AREA (SUGAR GROVE LLC.)  
**AGENDA:** SEPTEMBER 10, 2024 REGULAR BOARD MEETING  
**DATE:** SEPTEMBER 4, 2024

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**ISSUE**

Shall the Village Board enter a TIF Redevelopment Agreement (RDA) with Sugar Grove LLC. for their property at I-88 and IL-47?

**DISCUSSION**

The Village Board discussed the proposed Redevelopment Agreement (RDA) with Sugar Grove LLC. at the meeting commencing on August 20, 2024, continuing on August 22<sup>nd</sup> and August 27<sup>th</sup>, at Waubensee Community College. There were discussions throughout the meeting by the Village Board on items to address/change within the Redevelopment Agreement, as well as since then it has been reviewed by TIF counsel for additional review of the taxable and tax-exempt status of the Redevelopment Agreement items. The following changes have been made to the RDA and are redlined within the attached document:

- **Grammatical Changes throughout** (punctuation, numbering, etc.)

**Below are items that are in the Redevelopment Agreement (RDA) only:**

- **Section 3.3 – Additional Requirements for Area 3**
  - **(a) & (b)** - The requirements in this section had no specifications of what was to be built. Sugar Grove LLC. has added additional specifications to the amenities to be built, along with additional exhibits of depictions to be used for similar scale and scope when constructing. These Exhibits are E-1, E-2, E-3 and E-4.
- **Section 5.1 – Special Tax Allocation Fund (STAF)**
  - As discussed, the share of remaining Incremental Taxes received are split with 80% deposited into The Grove subaccount, and 20% remain with the Village in the STAF, and the Village will declare a minimum of up to one half of such funds

as surplus funds. Such funds are disbursed back to Kane County, where it is distributed by Kane County to the affected taxing bodies of the Property in a pro-rata basis. **This was brought up at the Board meeting, discussion is needed from the Board on whether they would like a 90/10 split or 80/20 split.**

- **Section 5.2 – Limited Liability**

- Addition wording was added from TIF Counsel further stating the Note obligations for Principal and Interest are a special limited obligation payable solely from the incremental taxes deposited into the Grove subaccount after payment of all obligations have priority over the note, are made. Further continues to state the Holder assumes the risk that the amount of incremental taxes may not be enough to pay the principal and interest, and this does NOT be deemed to constitute an indebtedness or a loan against the general taxing powers or credit of the Village.

- **Section 5.3 – Request for Reimbursement**

- Language was added to further define Tax-Exempt Note and Taxable Note under the IRS Code of 1986.

- **Section 5.4 – Tax-Exempt Bond**

- TIF Counsel added language regarding the issuance of any TIF Bond shall have opinion of Bond Counsel they are valid and binding obligations. If needed, any amendments to the Agreement by the Developer will be made in order for Village to issue the TIF bonds, only if desirable and requested by the Village.
- (c) Added section regarding Bond Council opinion needed for tax-exempt status of the TIF Notes and/or Bonds, if requested by the Village.
- (d) Added section, stating the Developer acknowledges projected Incremental Taxes may be insufficient to reimburse the Developer for all eligible Reimbursement Project Costs up to the Maximum Principal Amount, and that:
  - The Village obligation to reimbursement is not and will not be a general debt of the Village or a charge against its general credit or taxing powers, but is a special limited obligation payable solely out of the Incremental Taxes deposited into the Grove subaccount.
  - If Incremental Taxes deposited into the Grove subaccount are insufficient, the Developer shall have no recourse against the Village, other than enforcing the Village's obligations to use Incremental Taxes deposited into the Grove subaccount.
  - The Developer will have no right to, and agrees that it will not, compel any exercise of the taxing power of the Village, the County of Kane or the State of Illinois to reimburse for its eligible Redevelopment Project Costs, and no execution of any claim, demand, cause of action or judgement may be levied upon or collected from the general credit, general funds or other property of the Village.
  - No recourse may be had for any payment due pursuant to this Agreement, the Note and/or the TIF Bonds against any past, present, or future elected or appointed officer, official, agent, representative, employee or attorney of the Village in his or her individual capacity.

- **Section 5.5 – Registration of the Note**
  - Section added just stating the TIF Note will not be registered under the Securities Act of 1933, and the Note may be sold or otherwise transferred only in transactions in which the Note is registered under the Securities Act. The Developer agrees that any transfer of the Note will be in accordance with the provisions of this Agreement and all ordinances of the Village authorizing the issuance of the Note.
- **Exhibit G – Note Form**
  - The Note form was updated by TIF Counsel with the wording that was added to Section 5.5 regarding not being registered under the Securities Act of 1933 but may be sold or transferred only in transactions where it is registered under the Securities Act.
  - 3. Of the Note is updated to match the wording added in Section 5.4 that it is paid solely from the Incremental Taxes deposited into the Grove subaccount and is not secured by the full faith and credit of the Village.
- **Exhibit H – Form of Request for Reimbursement**
  - The only non-grammatical change was adding the word “requested” to #2 to state “Amount requested to be Disbursed” as this form is only used to submit costs to then be verified, not to actually use for disbursement.

**Below are items that are copied from the Annexation Agreement into the Redevelopment Agreement:**

- **Section 2.3 – Submittal of Plans** - This section was updated to include the new language from the Annexation Agreement, as this was copied from the AA to the RDA for substance.
  - **AA - 5.1 Plan Submissions –**
    - This adding the language “including but not limited to” to the Pre-Application plan requirements.
    - Added language regarding “Village ordinances mandated by the Village for life safety purposes”.
  - **AA 5.2 Phasing and Timing of Plans –**
    - Added “shall expire upon the expiration of this Agreement” to the right to receive approval of Preliminary or Final Plans for the entire Property.
- **Section 2.4 – Similar Use**
  - **AA 4.4 Interpretation** was copied to match the updated wording from the Annexation Agreement as agreed upon.
- **Section 2.7 – Amendments to Ordinances**
  - **AA 12.3 Conflict with Village Ordinances** – Added wording for “Any changes in provisions of other Village ordinances mandated by the Village for life safety purposes”.
- **Section 2.8 – Open Space Requirements**
  - **AA 4.2.3 – Park and Open Space Contributions** - Update to include “improved parks shall include a 2-acre park in Area 2 east of the Proposed Denny Road (as

- generally depicted on Exhibit C), and a 1-acre park in any Area (except Area 3) with multi-family or senior residential uses”.
- **AA 11.5.1 – 30% Open Space Requirement** – Added “excluding berms along Seavey Road” from the berms section counting towards open space.
- **AA 11.5.2 – Park and Open Space Donations** – Added “in such event, a public use easement shall be granted” if the Village and Park District decline ownership and it is turned over to an HOA.
- **Section 3.3 – Additional Requirements for Area 3 - (c) - Village Hall Site Donation**
  - **AA 8.2** – Village Hall Land Donation was added at 0.5 Acre and will be dedicated as part of the recording of the first Final Plat of Subdivision for Area 3A.  
**Discussion needed by Board on site size as the initial conversations were not less than 2.0 acres.**
- **Section 4.1 – Water**
  - **AA 7.1** – Added language regarding “providing 9 PE/Ac. In potable water capacity and treatment allocation out of the Village’s water system”.
  - **AA 7.1** – Language added to easement “at no cost to the Village and subject to a mutually acceptable form of easement agreement.”
- **Section 4.2 – Sewer**
  - **AA 7.2** – Language added to easement “at no cost to the Village and subject to a mutually acceptable form of easement agreement.”
- **Section 4.4 – Installation of Utilities**
  - **AA 11.3.2** – Amended last sentence regarding ComEd Dry Utilities to “Dry utilities shall be installed within rear yards, unless ComEd prohibits such rear yard installation. Should ComEd prohibit rear yard installation, any dry utilities placed within a front yard must be screened with landscaping and maintained by the applicable homeowners’ association.”

#### **Attachments:**

- Board Report from August 20, 2024, Board meeting
- Financial Analysis with Assumptions for 90/10 and 80/20 TIF Increment Split
- Ordinance #20240910GROVERDA – Approving a Redevelopment Agreement for I-88 and IL-47 Redevelopment Project Area (Sugar Grove LLC.)
- Proposed Redlined Redevelopment Agreement with Exhibits

#### **COST**

The costs associated with drafting the Redevelopment Agreement have been paid for by the Developer. The additional costs associated with approving the Redevelopment Agreement are within the reimbursement principal and interest amount requested by the Developer from Incremental Taxes deposited into the Grove subaccount, not a General Obligation of the Village.

#### **RECOMMENDATION**

That the Village Board discuss and approve Ordinance #20240910GROVERDA – Approving a Redevelopment Agreement for the I-88 and IL-47 Redevelopment Project Area (Sugar Grove LLC.)

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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** MATT ANASTASIA, FINANCE DIRECTOR  
**SUBJECT:** DISCUSSION: I-88 & IL-47 TIF REDEVELOPMENT AGREEMENT – SUGAR GROVE LLC.  
**AGENDA:** AUGUST 20, 2024 REGULAR BOARD MEETING  
**DATE:** AUGUST 9, 2024

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**ISSUE**

The Village Board to discuss entering into a TIF Redevelopment Agreement (RDA) with Sugar Grove LLC. for their property at I-88 and IL-47.

**DISCUSSION**

**Proposed Redevelopment Agreement with Sugar Grove LLC.**

Sugar Grove LLC., as a part of the entire development of the property at I-88 and IL-47, as requested a Redevelopment Agreement (RDA) with the Village of Sugar Grove for reimbursement of TIF Eligible Costs associated with the Project. Sugar Grove LLC. is requesting a Redevelopment Agreement in the amount of \$109,213,421 for TIF eligible expenses paid with incremental taxes, if no incremental taxes are available, they are requesting a Developer Note with a taxable interest rate of 8% and a tax-exempt interest rate of 6.8%. The requested TIF eligible expenses for reimbursement are broken down in the RDA in Exhibit D as follows:

<b>Development Costs (1)</b>	<b>Developer Cost Assumption</b>
TIF Formation Costs	\$200,000
Mass Earthwork and Drainage Improvements	\$26,202,388
Community Parks, Paths, Enhanced Landscaping/Hardscaping	\$8,680,000
Merrill Road Improvements	\$1,234,233
Denny Road Improvements	\$8,049,548
IL-47 Improvements	\$16,059,542
Seavey Road Improvements	\$11,961,322
Town Center Roads and Utilities	\$2,066,954
Water System Improvements – Distribution Mains	\$11,067,049
Water System Improvements – 750,000 Gallon Tank	\$5,976,880
Water System Improvements – PRV/BP	\$1,719,955

Sanitary Sewer – Collection	\$1,775,988
<b>Subtotal TIF Budget Costs</b>	<b>\$94,944,279</b>
Project Contingency (2)	\$14,219,142
<b>Total Estimated TIF Eligible Costs</b>	<b>\$109,213,421</b>

(1) Costs reflect Developer Budget. Costs shown as incurred and therefore account for inflation over time. Costs will need to be certified by the Village before they can be reimbursed.

(2) Contingency line items can only be reimbursed if it is spent on TIF eligible costs.

The Redevelopment Agreement would pledge incremental taxes produced by the Development, above the base taxes, for reimbursement back to the Developer. Incremental taxes are only provided when property taxes are paid on the properties. No Village General Obligation taxes or funds are used to provide any reimbursement for this Agreement. Reimbursement is made to the Developer solely based on production and success of the project.

Throughout the process of this project and development of the proposed RDA for Board consideration, Staff identified several items of concern and highlights, each will be addressed as we go through the Articles.

The entire Subject Property has been divided into five (5) development areas – Exhibit C of the proposed RDA.

- **Area 1** – Residential
- **Area 2** – Residential
- **Area 3A and 3B** – Commercial, Residential, Retail Office and Civic
- **Area 4** – Business, Industrial, Data Center and Commercial
- **Area 5** – Commercial, Retail, Office and Residential

#### **Article II – Development Specifications and Understandings Covering All Development Areas**

- This Article covers all the requirements from the Planned Development District (PDD) and Annexation Agreement (AA) that the Developer is required to complete within all development areas of the project. This language in the RDA is copied from those other agreements, which link those requirements to the financial obligations of the Redevelopment Agreement.
- These items, being in the RDA, hold the Developer to specific items and standards to receive any incremental taxes or developer notes for work completed.

#### **Article III – Specific Understandings for Specific Development Areas**

- This Article covers all the requirements for specific Development Areas, like Article II, but additional requirements by the Developer for each Area.
- Additional Requirements for Area 3 (3A/3B) – Commercial, Residential, Retail Office and Civic:

- Upon receiving 70<sup>th</sup> Certificate of Occupancy in Area 3 the Developer agrees to make the following improvements to the Village Green which are substantially similar to the rendering in Exhibit E of the RDA – Outdoor stage, multi-use lawn and open space, concrete perimeter sidewalks or trails, soft surface interior walkways, passive garden landscape areas and a food truck parking area.
- Upon receiving 200<sup>th</sup> Certificate of Occupancy for residential dwellings in Area 2, the Developer agrees to make the following improvements to the Village Green which are substantially similar to the rendering in Exhibit E of the RDA – Area designated for farmer's market, playground, splash pad, picnic tables or other types of seating, six pickleball courts, fishing dock, shade shelter, one or more outdoor firepits, and one building containing two single stall ADA compliant washrooms with an external drinking fountain/bottle filler.
- There are no specs for the improvements required in Area 3 within the Redevelopment Agreement. However, the improvements required to be made must be similar to **Exhibit E** within the Redevelopment Agreement, if not, alternative designs or improvements to the Village Green may be administratively approved.
- Additional Requirements for Area 4 – Business, Industrial, Data Center and Commercial:
  - Large Marquee Sign adjacent to I-88 Right of Way with a primary purpose of promoting commercial uses. The sign shall be completed prior to the issuance of the first commercial occupancy permit in Area 3. The marquee sign will be substantially similar to the sign rendering in the Annexation Agreement.
- Additional Requirements for Area 5 – Commercial, Retail, Office and Residential:
  - The Developer will dedicate a 1-acre site accessible from Seavey Rd. west of IL-47 for the purpose of constructing a Village Truck Scale location and contribute \$125,000 to the Village for the purpose of constructing a truck scale.

#### **Article IV – Developer Obligations**

- Developer Water Obligations:
  - Design, Installation and permitting of 750,000-gallon water storage tank and a combination Boost Pump Station and Pressure Reducing Valve.
  - This states the Owner is not responsible for extending watermain distribution lines to the Property boundary, of adjacent properties to the Subject Property. **This was one hurdle Staff faced with the proposal as this is customary to do on all Village projects. The Owner proposed to provide an easement to the Village for future extension of the distribution lines to the Property boundary at no cost to the Village or adjacent property owner.**
- Developer Sewer Obligations:
  - Designing, Permitting and constructing all Village owned and maintained sanitary sewers, defined sanitary sewers less than 15' in diameter.
  - This states the Owner is not responsible for extending sanitary sewer collection lines to the Property boundary, of adjacent properties to the Subject Property. **This was one hurdle Staff faced with the proposal as this is customary to do on all Village projects. The Owner proposed to provide an easement to the Village**

**for future extension of the distribution lines to the Property boundary at no cost to the Village or adjacent property owner.**

- Developer Water Treatment Plant Site Obligations:
  - Owner would dedicate a site to the Village not less than 2-acres for the Village Water System improvements. Providing a temporary access easement upon the earlier of 1) when Village requests such dedication or 2) Final Plat of Subdivision for that phase of the development.
- Developer Installation of Utilities Obligations:
  - Water main looping is required through Area 1, Area 2 and Area 3. Area 4 and Area 5 will be served via single course watermain.
  - Overhead powerlines at the Seavey Rd. Entrance and lead up, as well as the overhead powerlines along IL-47 along area 3 going north toward I-88 would be buried underground.
- **Recommendation: Add into the Redevelopment Agreement from Exhibit E of the RDA the Owner will donate no less than 2-acres of land to the Village within Area 3a for a possible future Village Hall or Community Building site as depicted.**

#### **Article V – Village Obligations**

- Tax Increment collected into the Special Tax Allocation Fund (STAF) would have a distribution of the following and in this order:
  1. Amounts due to School and Library Districts having jurisdiction over the Development Areas pursuant to the TIF Act.
  2. Any third-party costs to administer the STAF and any reimbursement of the Village staff time related to administering the STAF, provided hour logs are kept.
  3. Any mutually agreed upon reimbursement of a government body or agency of a capital cost reimbursable pursuant to the TIF Act.
  4. 10% of the remaining tax increment is deposited into the Village's TIF Subaccount.
  5. The remaining 90% deposited into The Grove subaccount available for disbursements to the Developer in accordance with the procedures of the RDA.
- As so long there is no notice of Default of anything in the RDA, a requested amount for the Village to reimburse of TIF Eligible Costs of \$109,213,421 from funds in The Grove account, if available, if not available, the issuance of a Developer Note not to exceed 20 years with an interest rate of 6.8% if the interest is tax-exempt or if the interest is taxable a Note at 8%. Sugar Grove LLC. requested a tax-exempt rate of 6.8% based on their internal calculations. **Staff has no concerns over the 6.8% tax-exempt rate.**

**Interest paid and accrued was and is a huge concern for Staff throughout this process. Tax-Exempt status is determined by Bond Counsel based on the improvements and reimbursement request within the Notes. Sugar Grove LLC. requested 8% interest for taxable notes and 6.8% tax-exempt is based on internal calculations. The Village negotiated to have the ability for Tax-Exempt Notes. In determining the tax-exempt interest rate, Staff inquired with our Bond Advisors, Speer Financial, as well as**



**Corporate Tax Accountants from our Auditing Firm, Lauterbach & Amen. There were multiple ways to estimate the tax-exempt rate:**

1. Reviewing the spread between the Municipal Market Data (MMD) Yields and the Treasury Yield. The current spread between these two yields is 1.04%. This would result in a tax-exempt rate roughly around 6.96%.
  2. Reviewing the spread between recent TIF Bond and TIF Note issuances coupon rate in Illinois and the Municipal Market Data (MMD) Yield. The current spread average of these is roughly 3.5%. Using the MMD as of 07/31/24 and the spread, it would result in an estimated tax-exempt rate of 6.90%
  3. Calculating the estimated corporate tax savings to the Developer, utilizing the flat rate of 21% in 2024, the estimated tax-exempt rate is around 6.32%.
- TIF Notes will be issued for 20 years or no longer than the life of the TIF. Notes that have outstanding balances at the end of the TIF are not an obligation to the Village.
  - Request for Reimbursement:
    1. Developers cannot submit a request for Reimbursement more than 2 times annually and not less than \$1,000,000 – Exhibit H – Request for Reimbursement Form to be provided with all paid invoices and final liens of waivers.
    2. Mass Grading will be apportioned over the project by a percentage of each phase based on the mass grading for the Final Plat of Subdivision, when submitted. i.e. Developer submits a Final Plat of Subdivision for 40 acres, and total mass grading was 400 acres in total. The Developer would only be eligible for reimbursement for 10% of the total mass grading costs for that reimbursement (40 acres / 400 total acres = 10%).
    3. Approved by the Village's engineer that the portion of infrastructure requested has been constructed in accordance with this agreement and meets the Substantial Completion criteria set forth in the AA. **Interest paid and accrued was and is a huge concern for Staff throughout this process. This was negotiated through Staff to add the Substantial Completion language. This does not allow any notes to be issued until the infrastructure reimbursement request meets those criteria as set forth in the definition of Substantial Completion in the Annexation Agreement.**
    4. Certification of eligibility of each cost is provided by SB Friedman or consultant mutually agreed upon.
    5. No Request for Reimbursement for any portion of the infrastructure project south of I-88 shall be accepted until certificates of occupancy of one hundred (100) residential home constructed south of I-88 have been issued. **Interest paid and accrued was and is a huge concern for Staff throughout this process. This was negotiated with Staff as another way to control the amount of interest accruing and paid to the Developer.**
  - Anytime throughout the agreement, at the sole discretion of the Village, bonds could be issued to pay down outstanding notes with proceeds towards Principal first, then Interest. The reason to have this ability is if we can get said Bond at a lower interest rate than we are paying the Developer, this reduces the amount of interest paid overall.

**Interest paid and accrued was and is a huge concern for Staff throughout this process. This is another way to control interest and pay off the Developer faster.**

#### **Article IX – Assignment**

- This Article allows the Developer to assign a grantee any and all the rights of the RDA to another Developer if a portion of the Subject Property were sold. At that time, the Developer shall have no further rights or obligations under the Agreement as it relates to that portion of the Subject Property. Notice must be given within 10 business days of any assignment; no notice is required if any portion of the Subject Property is sold to a third party and no assignment or assumption of the Agreement are part of the sale.

#### **Financial Analysis of Project and Proposed Redevelopment Agreement**

SB Friedman was hired by the Village to work on the Village's behalf to analyze the project, financials and returns of the Project. Their memo is attached for review. Based on the land use types proposed within the Subject Property, it is estimated over the life of the TIF it will produce estimated Gross TIF Proceeds of \$481.3 million. The max required School District payments are calculated at \$95.9 million, Library District payments of \$7.7 million, and the Village's 10% portion of \$37.8 million – this leaves a remaining \$340.0 million of tax increment within the TIF for other TIF eligible expenses within the TIF, surplus back to Taxing Districts, or the proposed Redevelopment Agreement with Sugar Grove LLC.

Analysis by SB Friedman of Sugar Grove LLC. proforma concluded that without TIF assistance Sugar Grove LLC. would have a negative IRR as revenues do not exceed expected Project costs. With the requested TIF assistance as presented in the proposed RDA, the project would produce an IRR for Sugar Grove LLC. of 9.54%.

The recommendation after analysis by SB Friedman is to provide TIF Assistance on a pay-as-you-go basis. Providing up-front assistance – such as general obligation (GO) bonds - results in the lowest cost of funds to the Village, this structure results in the greatest risk to the Village and is not the proposed method of assistance.

#### **Attachments:**

- Proposed Redevelopment Agreement with Exhibits
- SB Friedman – The Grove- Preliminary Project Financial Review Memo

#### **COST**

There is no cost to discuss the proposed Redevelopment Agreement with Sugar Grove LLC.

#### **RECOMMENDATION**

That the Village Board discuss the proposed TIF Redevelopment Agreement with Sugar Grove LLC. and provide feedback to Staff and the Developer.

**TIF Revenue Projections - The Grove 80/20 Split**

<b>TIF Year</b>	<b>Calendar Year</b>	<b>Gross Incremental Revenue</b>	<b>Less Max. Unit School District Reimbursement</b>	<b>Less Max. Library District Reimbursement</b>	<b>Village 10% Portion</b>	<b>Taxing District 10% Surplus</b>	<b>Remaining Revenues to TIF Fund after Holdbacks</b>
0	2024	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1	2025	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	2026	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	2027	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	2028	\$ 863,415	(\$215,854)	(\$17,268)	(\$63,029)	(\$63,029)	\$ 504,234
5	2029	\$ 3,625,840	(\$906,460)	(\$72,517)	(\$264,686)	(\$264,686)	\$ 2,117,491
6	2030	\$ 7,007,246	(\$1,751,812)	(\$140,145)	(\$511,529)	(\$511,529)	\$ 4,092,232
7	2031	\$ 11,424,469	(\$2,842,281)	(\$227,382)	(\$835,481)	(\$835,481)	\$ 6,683,845
8	2032	\$ 16,970,401	(\$4,018,804)	(\$321,504)	(\$1,263,009)	(\$1,263,009)	\$ 10,104,074
9	2033	\$ 19,064,815	(\$4,334,984)	(\$346,799)	(\$1,438,303)	(\$1,438,303)	\$ 11,506,426
10	2034	\$ 20,408,153	(\$4,421,905)	(\$353,752)	(\$1,563,250)	(\$1,563,250)	\$ 12,505,997
11	2035	\$ 21,542,151	(\$4,510,564)	(\$360,845)	(\$1,667,074)	(\$1,667,074)	\$ 13,336,594
12	2036	\$ 22,713,324	(\$4,600,996)	(\$368,080)	(\$1,774,425)	(\$1,774,425)	\$ 14,195,398
13	2037	\$ 25,417,115	(\$5,087,346)	(\$406,988)	(\$1,992,278)	(\$1,992,278)	\$ 15,938,225
14	2038	\$ 26,502,128	(\$5,189,318)	(\$415,145)	(\$2,089,767)	(\$2,089,767)	\$ 16,718,132
15	2039	\$ 27,491,758	(\$5,293,329)	(\$423,466)	(\$2,177,496)	(\$2,177,496)	\$ 17,419,970
16	2040	\$ 28,510,351	(\$5,399,420)	(\$431,954)	(\$2,267,898)	(\$2,267,898)	\$ 18,143,182
17	2041	\$ 29,081,634	(\$5,507,633)	(\$440,611)	(\$2,313,339)	(\$2,313,339)	\$ 18,506,712
18	2042	\$ 29,664,342	(\$5,618,010)	(\$449,441)	(\$2,359,689)	(\$2,359,689)	\$ 18,877,513
19	2043	\$ 30,258,704	(\$5,730,595)	(\$458,448)	(\$2,406,966)	(\$2,406,966)	\$ 19,255,729
20	2044	\$ 30,864,954	(\$5,845,432)	(\$467,635)	(\$2,455,189)	(\$2,455,189)	\$ 19,641,510
21	2045	\$ 31,843,328	(\$5,962,565)	(\$477,005)	(\$2,540,376)	(\$2,540,376)	\$ 20,323,006
22	2046	\$ 32,114,070	(\$6,082,041)	(\$486,563)	(\$2,554,547)	(\$2,554,547)	\$ 20,436,373
23	2047	\$ 32,900,026	(\$6,203,907)	(\$496,313)	(\$2,619,981)	(\$2,619,981)	\$ 20,959,845
24*	2048	\$ 33,413,651	(\$6,328,209)	(\$506,257)	(\$2,657,919)	(\$2,657,919)	\$ 21,263,348
		<b>\$ 481,681,875</b>	<b>(\$95,851,464)</b>	<b>(\$7,668,118)</b>	<b>(\$37,816,229)</b>	<b>(\$37,816,229)</b>	<b>\$ 302,529,834</b>

\*TIF Expires in 2047, final taxes collected in 2048

**TIF Notes Amortization - Hypothetical RDA Structure - 90/10 Split  
The Grove**

Interest Rate: 6.80%

TIF Eligible Costs: \$ 109,213,421

\*All Note Issuance Years and Increment Available for Payment as assumptions based on Developer projections. In no way do these calculations bind the Village to certain Interest payouts. All Calculations are estimates used to determine a hypothetical situation based on the proposed RDA.

TIF Year	Calendar Year	TIF Note Amount	Outstanding Note Principal	Total Increment Available after Holdbacks	Accrued & Unpaid Interest	Increment Available for Current Year Interest	Current Year Interest	Payments to Developer	Principal Payments	Interest Payments	Outstanding Principal, End of Year
0	2024	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1	2025	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	2026	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	2027	\$ 44,823,910	\$ 44,823,910	\$ -	\$ -	\$ -	\$ (3,048,026)	\$ -	\$ -	\$ -	\$ 44,823,910
4	2028	\$ -	\$ 44,823,910	\$ 567,264	\$ (3,048,026)	\$ -	\$ (3,255,292)	\$ 567,264	\$ -	\$ 567,264	\$ 44,823,910
5	2029	\$ -	\$ 44,823,910	\$ 2,382,177	\$ (5,736,054)	\$ -	\$ (3,438,078)	\$ 2,382,177	\$ -	\$ 2,382,177	\$ 44,823,910
6	2030	\$ 39,583,581	\$ 44,823,910	\$ 4,603,761	\$ (6,791,954)	\$ -	\$ (3,509,879)	\$ 4,603,761	\$ -	\$ 4,603,761	\$ 84,407,491
7	2031	\$ 8,097,096	\$ 84,407,491	\$ 7,519,325	\$ (5,698,072)	\$ -	\$ (6,127,178)	\$ 7,519,325	\$ -	\$ 7,519,325	\$ 92,504,587
8	2032	\$ -	\$ 92,504,587	\$ 11,367,083	\$ (4,305,925)	\$ 7,061,158	\$ (6,583,115)	\$ 11,367,083	\$ 478,043	\$ 10,889,040	\$ 92,026,544
9	2033	\$ -	\$ 92,026,544	\$ 12,944,729	\$ -	\$ 12,944,729	\$ (6,257,805)	\$ 12,944,729	\$ 7,427,379	\$ 6,257,805	\$ 84,599,165
10	2034	\$ -	\$ 84,599,165	\$ 14,069,246	\$ -	\$ 14,069,246	\$ (5,752,743)	\$ 14,069,246	\$ 9,164,237	\$ 5,752,743	\$ 75,434,928
11	2035	\$ -	\$ 75,434,928	\$ 15,003,668	\$ -	\$ 15,003,668	\$ (5,129,575)	\$ 15,003,668	\$ 10,798,295	\$ 5,129,575	\$ 64,636,633
12	2036	\$ 6,683,534	\$ 64,636,633	\$ 15,969,824	\$ -	\$ 15,969,824	\$ (4,395,291)	\$ 15,969,824	\$ 12,107,795	\$ 4,395,291	\$ 59,212,372
13	2037	\$ 10,025,301	\$ 59,212,372	\$ 17,930,503	\$ -	\$ 17,930,503	\$ (4,026,441)	\$ 17,930,503	\$ 14,275,782	\$ 4,026,441	\$ 54,961,891
14	2038	\$ -	\$ 54,961,891	\$ 18,807,899	\$ -	\$ 18,807,899	\$ (3,737,409)	\$ 18,807,899	\$ 16,257,258	\$ 3,737,409	\$ 38,704,633
15	2039	\$ -	\$ 38,704,633	\$ 19,597,467	\$ -	\$ 19,597,467	\$ (2,631,915)	\$ 19,597,467	\$ 18,211,982	\$ 2,631,915	\$ 20,492,651
16	2040	\$ -	\$ 20,492,651	\$ 20,411,080	\$ -	\$ 20,411,080	\$ (1,393,500)	\$ 20,411,080	\$ 20,317,701	\$ 1,393,500	\$ 174,950
17	2041	\$ -	\$ 174,950	\$ 20,820,051	\$ -	\$ 20,820,051	\$ (11,897)	\$ 174,950	\$ 174,950	\$ 11,897	\$ -
18	2042	\$ -	\$ -	\$ 21,237,202	\$ -	\$ 21,237,202	\$ -	\$ -	\$ -	\$ -	\$ -
19	2043	\$ -	\$ -	\$ 21,662,695	\$ -	\$ 21,662,695	\$ -	\$ -	\$ -	\$ -	\$ -
20	2044	\$ -	\$ -	\$ 22,096,698	\$ -	\$ 22,096,698	\$ -	\$ -	\$ -	\$ -	\$ -
21	2045	\$ -	\$ -	\$ 22,539,382	\$ -	\$ 22,539,382	\$ -	\$ -	\$ -	\$ -	\$ -
22	2046	\$ -	\$ -	\$ 22,990,919	\$ -	\$ 22,990,919	\$ -	\$ -	\$ -	\$ -	\$ -
23	2047	\$ -	\$ -	\$ 23,579,826	\$ -	\$ 23,579,826	\$ -	\$ -	\$ -	\$ -	\$ -
24	2048	\$ -	\$ -	\$ 23,921,266	\$ -	\$ 23,921,266	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Totals</b>							\$ (59,298,143)	\$ 161,348,976	\$ 109,213,422	\$ 59,298,143	

**TIF Notes Amortization - Hypothetical RDA Structure - 80/20 Split  
The Grove**

Interest Rate: 6.80%

TIF Eligible Costs: \$ 109,213,421

\*All Note Issuance Years and Increment Available for Payment as assumptions based on Developer projections. In no way do these calculations bind the Village to certain Interest payouts. All Calculations are estimates used to determine a hypothetical situation based on the proposed RDA.

TIF Year	Calendar Year	TIF Note Amount	Outstanding Note Principal	Total Increment Available after Holdbacks	Accrued & Unpaid Interest	Increment Available for Current Year Interest	Current Year Inrrest	Payments to Developer	Principal Payments	Interest Payments	Outstanding Principal, End of Year
0	2024	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1	2025	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	2026	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	2027	\$ 44,823,910	\$ 44,823,910	\$ -	\$ -	\$ -	\$ (3,048,026)	\$ -	\$ -	\$ -	\$ 44,823,910
4	2028	\$ -	\$ 44,823,910	\$ 504,234	\$ (3,048,026)	\$ -	\$ (3,255,292)	\$ 504,234	\$ -	\$ 504,234	\$ 44,823,910
5	2029	\$ -	\$ 44,823,910	\$ 2,117,491	\$ (5,799,083)	\$ -	\$ (3,442,364)	\$ 2,117,491	\$ -	\$ 2,117,491	\$ 44,823,910
6	2030	\$ 39,583,581	\$ 44,823,910	\$ 4,092,232	\$ (7,123,956)	\$ -	\$ (3,532,455)	\$ 4,092,232	\$ -	\$ 4,092,232	\$ 84,407,491
7	2031	\$ 8,097,096	\$ 84,407,491	\$ 6,683,845	\$ (6,564,179)	\$ -	\$ (6,186,074)	\$ 6,683,845	\$ -	\$ 6,683,845	\$ 92,504,587
8	2032	\$ -	\$ 92,504,587	\$ 10,104,074	\$ (6,066,408)	\$ 4,037,666	\$ (6,702,828)	\$ 10,104,074	\$ -	\$ 10,104,074	\$ 92,504,587
9	2033	\$ -	\$ 92,504,587	\$ 11,506,426	\$ (2,665,161)	\$ 8,841,264	\$ (6,471,543)	\$ 11,506,426	\$ 2,369,721	\$ 9,136,704	\$ 90,134,866
10	2034	\$ -	\$ 90,134,866	\$ 12,505,997	\$ -	\$ 12,505,997	\$ (6,129,171)	\$ 12,505,997	\$ 6,376,826	\$ 6,129,171	\$ 83,758,040
11	2035	\$ -	\$ 83,758,040	\$ 13,336,594	\$ -	\$ 13,336,594	\$ (5,695,547)	\$ 13,336,594	\$ 7,641,047	\$ 5,695,547	\$ 76,116,993
12	2036	\$ 6,683,534	\$ 76,116,993	\$ 14,195,398	\$ -	\$ 14,195,398	\$ (5,175,956)	\$ 14,195,398	\$ 9,019,443	\$ 5,175,956	\$ 73,781,084
13	2037	\$ 10,025,301	\$ 73,781,084	\$ 15,938,225	\$ -	\$ 15,938,225	\$ (5,017,114)	\$ 15,938,225	\$ 10,921,111	\$ 5,017,114	\$ 72,885,274
14	2038	\$ -	\$ 72,885,274	\$ 16,718,132	\$ -	\$ 16,718,132	\$ (4,956,199)	\$ 16,718,132	\$ 11,761,933	\$ 4,956,199	\$ 61,123,341
15	2039	\$ -	\$ 61,123,341	\$ 17,419,970	\$ -	\$ 17,419,970	\$ (4,156,387)	\$ 17,419,970	\$ 13,263,583	\$ 4,156,387	\$ 47,859,757
16	2040	\$ -	\$ 47,859,757	\$ 18,143,182	\$ -	\$ 18,143,182	\$ (3,254,463)	\$ 18,143,182	\$ 14,888,718	\$ 3,254,463	\$ 32,971,039
17	2041	\$ -	\$ 32,971,039	\$ 18,506,712	\$ -	\$ 18,506,712	\$ (2,242,031)	\$ 18,506,712	\$ 16,264,681	\$ 2,242,031	\$ 16,706,358
18	2042	\$ -	\$ 16,706,358	\$ 18,877,513	\$ -	\$ 18,877,513	\$ (1,136,032)	\$ 17,842,390	\$ 16,706,358	\$ 1,136,032	\$ -
19	2043	\$ -	\$ -	\$ 19,255,729	\$ -	\$ 19,255,729	\$ -	\$ -	\$ -	\$ -	\$ -
20	2044	\$ -	\$ -	\$ 19,641,510	\$ -	\$ 19,641,510	\$ -	\$ -	\$ -	\$ -	\$ -
21	2045	\$ -	\$ -	\$ 20,323,006	\$ -	\$ 20,323,006	\$ -	\$ -	\$ -	\$ -	\$ -
22	2046	\$ -	\$ -	\$ 20,436,373	\$ -	\$ 20,436,373	\$ -	\$ -	\$ -	\$ -	\$ -
23	2047	\$ -	\$ -	\$ 20,959,845	\$ -	\$ 20,959,845	\$ -	\$ -	\$ -	\$ -	\$ -
24	2048	\$ -	\$ -	\$ 21,263,348	\$ -	\$ 21,263,348	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Totals</b>							\$ (70,401,479)	\$ 179,614,901	\$ 109,213,422	\$ 70,401,479	



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

**Ordinance No. 20240910GROVERDA**

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**An Ordinance Approving a Redevelopment Agreement for the I-88 and IL-47 Redevelopment Project  
Area (Sugar Grove LLC.)  
Village of Sugar Grove,  
Kane County, Illinois**

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Adopted by the  
Board of Trustees and President  
of the Village of Sugar Grove  
this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Published in Pamphlet Form  
by authority of the Board of Trustees  
of the Village of Sugar Grove, Kane County,  
Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2024.

**Ordinance No. 20240910GROVERDA**

**AN ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT FOR THE I-88 AND IL-47  
REDEVELOPMENT PROJECT AREA  
(SUGAR GROVE, LLC)**

**WHEREAS**, the Village of Sugar Grove, Kane County, Illinois ( **"Village"**) is a duly organized and validly existing non-home rule municipality established pursuant to the Constitution of the State of Illinois of 1970 and the laws of this State; and,

**WHEREAS**, the Village is engaged in the development of its commercial and industrial corridors, which includes a certain 760-acre parcel roughly bounded by IL-47 and I-88 to the west, I-88 to the east, Merrill Road to the south, and Green Road to the North ( **"Subject Property"**) owned by Sugar Grove, LLC, an Illinois limited liability company ( **"Developer"**) and developed for industrial, commercial, and residential uses; and,

**WHEREAS**, the Village has the authority pursuant to the laws of the State of Illinois, to promote the health, safety, and welfare of the Village and its inhabitants, to prevent the spread of blight, to encourage private development in order to enhance the local tax base, to increase opportunities for employment, and to enter into contractual agreements with third parties for the purpose of achieving these goals; and,

**WHEREAS**, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq.*, as from time to time amended ( **"TIF Act"**), the President and Board of Trustees of the Village (collectively, the **"Corporate Authorities"**) are empowered to undertake the redevelopment of a designated area within its municipal limits in which existing conditions permit such area to be classified as a "blighted area", or a "conservation area" as such terms are defined in the TIF Act; and,

**WHEREAS**, to stimulate and induce development and redevelopment pursuant to the TIF Act, the Village, after properly giving all notices, conducting all public hearings and making all findings required by law, and on \_\_\_\_\_, 2024, pursuant to Ordinance Nos. 20240910GROVE1, 20240910GROVE2, and 20240910GROVE3 approved a Redevelopment Plan and Project ( **"Redevelopment Plan"**) for an area designated as the I-88 and IL-47 Tax Increment Financing Redevelopment Project Area ( **"Project Area"**), which Project Area consists of the Subject Property, and adopted tax increment financing for the payment and financing of redevelopment project costs incurred within the Project Area as authorized by the TIF Act; and,

**WHEREAS**, the Developer has submitted a proposal to the Village to develop the Subject Property, which proposal contemplates the division of the Subject Property into five (5) development areas (each, an **"Area"**) and to develop said areas with a mix of residential (Areas 1 and 2), commercial, residential, retail office, and civic (Area 3), business, industrial, data center, and commercial (Area 4) and commercial, retail, office and residential (Area 5) (collectively, the **"Project"**); and,

**WHEREAS**, the Developer has informed the Village that the ability to undertake the Project on the Subject Property will require financial assistance from the Village for certain costs that would be incurred in connection with the redevelopment of the Subject Property, which costs would constitute eligible redevelopment project costs in accordance with the TIF Act; and,

**WHEREAS**, the Village believes that the development of the Subject Property by the Developer will increase the tax base for the Village and taxing districts authorized to levy taxes upon the Subject Property; provide job opportunities for its citizens; and, improve the general welfare of the community, and, therefore, is prepared to reimburse the Developer for certain costs associated with the Project, in accordance with the terms of the Development Agreement attached hereto.

**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: RECITALS**

That the above recitals are incorporated and made a part of this Ordinance.

**SECTION TWO: AUTHORIZATION TO EXECUTE AGREEMENT**

That the *Redevelopment Agreement* by and between the Village of Sugar Grove, Kane County, Illinois and Sugar Grove, LLC, attached hereto as **Exhibit A** and made a part hereof, is hereby approved and the President and Village Clerk are hereby authorized to execute and deliver and undertake any and all actions as may be required to implement the terms of said Agreement on behalf of the Village. Any financial assistance rendered to Developer by the Village shall be contingent upon the authority, restrictions, terms, and conditions imposed by the TIF Act.

**SECTION THREE: GENERAL PROVISIONS**

**REPEALER**: All ordinances or portions thereof in conflict with this 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 approval, passage 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 \_\_\_\_ day of \_\_\_\_\_ 2024.



\_\_\_\_\_  
Jennifer Konen,  
President of the Board of Trustees of the Village of Sugar Grove

ATTEST:

\_\_\_\_\_  
Tracey Conti,  
Village Clerk of the Village of Sugar Grove

	<b>Aye</b>	<b>Nay</b>	<b>Absent</b>	<b>Abstain</b>
Trustee Matthew Bonnie	_____	_____	_____	_____
Trustee Sean Herron	_____	_____	_____	_____
Trustee Heidi Lendi	_____	_____	_____	_____
Trustee Sean Michels	_____	_____	_____	_____
Trustee Michael Schomas	_____	_____	_____	_____
Trustee James F. White	_____	_____	_____	_____
Village President Jennifer Konen	_____	_____	_____	_____

**REDEVELOPMENT AGREEMENT BY AND BETWEEN  
THE VILLAGE OF SUGAR GROVE, KANE COUNTY,  
ILLINOIS AND SUGAR GROVE LLC**

**THIS DEVELOPMENT REDEVELOPMENT AGREEMENT** (~~the~~*this* "Agreement") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2024 (the "*Commencement Date*") by and between the Village of Sugar Grove, Kane County, Illinois, a non-home rule municipality of the State of Illinois (the "*Village*") and Sugar Grove LLC, an Illinois limited liability company (the "*Developer*").

In consideration of the mutual covenants and agreements set forth in this Agreement, the Village and the Developer agree as follows:

**ARTICLE I  
RECITALS**

- 1.1 Village Goals. The Village has as one of its major goals the annexation and development of land adjacent to its current boundaries in order to (i) expand its tax base; (ii) provide additional housing opportunities for new and current Village residents; (iii) stimulate commercial activities and growth; and, (iv) provide job opportunities for its residents (collectively, the "Village Goals"). To achieve the Village Goals, the Village has annexed approximately 760 acres located on the north side of the Village consisting of forty-one (41) tax parcels roughly bounded by IL-47 and I-88 to the west, I-88 to the East, Merrill Road to the south and Green Road to the North, all as legally described on Exhibit A and as depicted on Exhibit B, both being attached hereto (the "*Subject Property*").
- 1.2 Tax Increment Financing. Pursuant to the laws of the State of Illinois and in particular to the Tax Increment Allocation Redevelopment Act of Illinois (65 ILCS 5/11-74.1-1 *et seq.*) as from time to time amended (the "*TIF Act*"), the President and Board of Trustees of the Village (the "*Corporate Authorities*") are empowered to undertake the development and redevelopment of a designated area within its municipal boundaries in which existing conditions may be classified as a "blighted area" or a "conservation area" as such items are defined in the TIF Act.
- 1.3 Adoption of the TIF Act. To stimulate and induce the development of the Subject Property, the Village, after giving all required notices, conducting a public hearing and making all of the findings required by law, on the \_\_\_\_ day of \_\_\_\_\_, 2024, pursuant to Ordinance Nos. \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, approved a Tax Increment Financing District Eligibility Report and a Redevelopment Plan and Project (the "*Redevelopment Plan*") for an area designated as I-88 and IL-47 Redevelopment Project Area (the "*Project Area*"), which Project Area includes the Subject Property, and adopted tax increment financing for the payments and financing of "redevelopment project costs" as authorized by the TIF Act.
- 1.4 Developer's Proposal. The Developer has submitted a proposal to develop the Subject Property, which proposal contemplates the division of the Subject Property into five (5) development areas as depicted on Exhibit C attached hereto (the "*Development Areas*");

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Area 1 – Residential (“Area 1”),  
Area 2 – Residential (“Area 2”);  
Area 3A and 3B – Commercial, Residential, Retail, Office, and Civic (“Area 3A and 3B”);  
Area 4 – Business, Industrial, Data Center and Commercial (“Area 4”);  
Area 5 – Commercial, Retail, Office and Residential (“Area 5”);

- 1.5 Rezoning of the Subject Property. In accordance with all applicable requirements as set forth in Title II, Chapter 16 of the Sugar Grove Village Code (the “*Village Code*”), the Developer submitted an application to rezone the Subject Property into a Planned Development District which application was approved by the Corporate Authorities on \_\_\_\_\_, 2024, after review by the Planning Commission/ Zoning Board of Appeals (the “PC/ZBA”), the holding a public hearing, and providing its recommendations to the Corporate Authorities to approve the rezoning with such modifications to the Village Code as set forth in the Regulating Plan as attached as Exhibit K to the Annexation Agreement dated \_\_\_\_\_, 2024 by and between the Village and the Developer (the “*Annexation Agreement*”) and the Planned Development District Ordinance (the “PDD”).
- 1.6 Request for Financial Assistance. In order to proceed with the development of the Development Areas, the Developer has advised the Village that it will require financial assistance from the Village to the extent authorized by the TIF Act due to the extraordinary costs to be incurred to develop the Subject Property and undertake the grading and site preparation and construct all of the necessary infrastructure and other public improvements to serve each of the Development Areas.
- 1.7 Review of Request. The Corporate Authorities, upon receipt of the Developer’s request, directed the Village Administrator, the Village Finance Director and such consultants to the Village as necessary to investigate the Developer’s request in order to ascertain:
- (a) if the itemization of costs to perform the grading and site preparation and construct the infrastructure for each of the Development Areas, including soft costs, as attached hereto as Exhibit D, estimated to cost \$109,213,421 (the “*Project Budget*”) includes all of the necessary components including but not limited to, grading and site preparation of the Subject Property, roadways, water and sewer service, water storage, stormwater management, booster pump/pressure reducing station and all other public utilities, including soft costs, the total construction of which collectively constitute the “*Project*”.
  - (b) which of the items of the Project Budget constitute “Redevelopment Project Costs” as defined by the TIF Act, eligible for reimbursement from “Incremental Taxes”, as such terms are hereinafter defined; and
  - (c) projections of Incremental Taxes estimated to be generated from the Development Areas to reimburse Developer for eligible Redevelopment Project Costs.

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- 1.8 Project to Receive Financial Assistance. Upon review and analysis of the foregoing and the goals and objectives of the Redevelopment Plan, the Corporate Authorities have concluded that the development of the Development Areas, as proposed, meets the objectives of the Redevelopment Plan and the Village Goals and therefore is prepared to provide the financial assistance to construct the Project as requested by the Developer, subject to the terms and conditions hereinafter set forth.
- 1.9 Redevelopment Project Costs; Incremental Taxes. For purposes of this Agreement, *“Redevelopment Project Costs”* shall mean and include all costs and expenses defined as “redevelopment project costs” in *Section 11-74.4-3(q)* of the TIF Act. Incremental Taxes shall mean the amount of ad valorem taxes, if any, paid to the Village’s Special Tax Allocation Fund for the Project Area resulting from the increase in the equalized assessed value of all parcels within the Project Area over the base equalized assessed value of the Project Area as certified by Kane County.

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## **ARTICLE II DEVELOPMENT SPECIFICATIONS AND UNDERSTANDINGS COVERING ALL DEVELOPMENT ~~SITES~~AREAS**

### **2.1 Planned Development District Regulating Plan.**

The Planned Development District Regulating Plan (the “PDD”) establishes Permitted Uses, Permitted Accessory Uses, Special Uses, Site Development Requirements and Bulk Regulations for the Subject Property. Upon the adoption of the Planned Development District Ordinance the described uses, requirements and regulations set out in the Regulating Plan shall be the only such restrictions applicable to the Subject Property except where otherwise provided for in the Annexation Agreement.

### **2.2 Initial Subdivision.**

As provided in Section 6.1 of the Annexation Agreement, a final plat (the “*Initial Plat*”) has been reviewed and approved by the PC/ZBA. Provided that no development take place on any lot platted within the Initial Plat until the Subject Property in question has been resubdivided in accordance with the Village Subdivision Ordinance as modified by the Annexation Agreement, the Village will approve the Initial Plat. Notwithstanding any provision of ~~the any~~ Village ~~Ordinances~~ordinance and specifically the Village Subdivision Ordinance to the contrary, no other submissions shall be required prior to recording the Initial Plat and the Initial Plat shall not be subject to the Village Subdivision Ordinance unless specifically required by the terms of ~~this~~the Annexation Agreement.

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### **2.3 Submittal of Plans.**

Plan ~~Submissions~~submissions shall be in accordance with the Annexation Agreement as outlined in ~~section~~Sections 5.1, 5.2 and 5.3 thereof, which ~~states~~state:

#### **“5.1 Plan Submissions**

The Corporate Authorities acknowledge that they have reviewed all supporting documentation they deemed necessary and hereby approve the Regulating Plan for the Property and that no other concept plan nor preliminary plan (a “Preliminary Plan”) need be submitted by the Owner unless Owner chooses to do so (Owner reserves the right to forgo submission of a Preliminary Plan and submit just a Final Plan or Final Plat to the Village for approval). The Village shall approve any Preliminary Plan and any Final Plan that is consistent with the Regulating Plan, the Village Subdivision Ordinance (as hereafter defined) as modified by this Agreement and ~~this Agreement~~ the Planned Development District Ordinance. The Village’s approval of this Agreement is meant to assure the Owner that consistent Preliminary Plans and Final Plans will be approved by the Corporate Authorities, provided these plans substantially conform to the Concept Plan, the Regulating Plan, the Subdivision Ordinance as modified by this Agreement and the Planned Development District Ordinance as modified by this Agreement and any non-conflicting ordinances of the Village. Notwithstanding any provisions of Chapter 16, to the contrary, Owner may submit Preliminary and Final Plans to the Village in the normal course of development and at such times as determined by the Owner in its sole discretion, the intent of this provision being to ensure that there be no deadline or minimum time in which to submit Preliminary or Final plans to the Village. If Owner elects to forgo Preliminary Plan submission, then Owner shall be required to attend a Pre-Application meeting with the Village, no less than 30 days prior to Final Plan submittal. The purpose of the Pre-application meetings is for Owner to demonstrate that a plan meets the requirements of this Agreement and the Regulating Plan ~~for~~ including but not limited to utility connections, roadway connectivity, land use and setbacks. The Planned Development District Ordinance and the Regulating Plan incorporate deviations, departures, concepts, design criteria, and material specifications which may vary from the Village Zoning Regulations, the Village Subdivision Ordinance or any other Village ordinance now in effect. It is the intent of the Corporate Authorities that to the extent that the Regulating Plan, Planned Development District Ordinance, or this Agreement vary from or conflict with any Village ordinance, or Village Ordinance adopted during the term of this Agreement, the Regulating Plan, Planned Development District Ordinance and this Agreement shall control. ~~Any~~ Any changes in provisions of other Village ordinances mandated by the Village for life safety purposes and any changes to State or Federal laws, after adoption of this agreement, impacting the property are excluded from this restriction. By approving this Agreement, the Planned Development District Ordinance and the Regulating Plan, the Village is agreeing to take all actions, including the approval of such departures from the provisions of the Village Zoning Regulations, the Village Subdivision Ordinance, and other regulations and ordinances of the Village necessary to allow the Property to be developed in accordance with this Agreement, the Planned Development District Ordinance and the Regulating Plan.

## **5.2 Phasing and Timing of Plans**

For Residential uses, Preliminary Plans and Final Plans may be submitted in multiple phases, so long as each phase contains no fewer than twenty (20) residential units. For Non-Residential uses, Preliminary Plans and Final Plans may be submitted in multiple phases. Owner shall have discretion with regard to the number of phases that may be under

construction at any one time, the location of phases under construction, and the sequence in which phases shall be developed. The ability to receive approval of Preliminary Plans or Final Plans for the entire Property or any phase within the Property shall remain in effect for the term of this Agreement. Except as provided above, no limitation shall be imposed upon Owner with respect to the number of phases as to which Preliminary Plans and Final Plans may be submitted at any time, the number of phases that may be under construction at any one time, the location of phases under construction, or the sequence in which phases shall be developed. The right to receive approval of Preliminary Plans or Final Plans for the entire Property or any phase within the Property shall ~~not expire~~ upon the expiration of this Agreement. This Section specifically supersedes Section 11-16-09 of the Village Zoning Regulation – “Requirements for Preliminary Plans,” and Section 11-16-10 of the Village Zoning Regulations – “Time Limitations for Submission of Final Plans,” the intent of the parties being that the provisions of this Section shall be the only regulation of when and how Preliminary and Final Plans need be submitted. Village specifically waives (i) any requirement that not less than forty (40) acres of the proposed planned development district (first preliminary plan) be submitted for approval within twelve (12) months after establishment of the Planned Development District, and (ii) any requirement that preliminary plans or final plans be submitted to the Village Board within a time certain, including any requirement that plans covering all of the Property be submitted no more than ten (10) years after establishment of the Planned Development District if a preliminary plan and no more than eleven (11) years after establishment of the Planned Development District.

### **5.3 Plan Approval**

Following approval of the Planned Development District Ordinance, no further zoning approval or public hearings shall be required as a prerequisite to the issuance of building permits or the approval of a Final Plat of Subdivision, as long as the plans meet the requirements in the ~~PDD~~Planned Development District Ordinance, this Agreement and Village Ordinances, where applicable. The Owner’s right to develop the Property in substantial conformance with the Planned Development District Ordinance and the Regulating Plan shall be, and is hereby, vested.”

#### **2.4 Similar Use.**

Similar Uses shall be in accordance with the Annexation Agreement as outlined in Section 4.4 thereof, which states:

#### **“4.4 Interpretation**

The parties acknowledge that every type of potential use cannot be addressed in this Agreement. Should a proposed use not be specifically described or assigned a classification under the Planned Development District Ordinance, or the Regulating Plan or the Village Zoning Regulations, the Owner may request that it be designated a “Similar Use.” The Village Administrator may allow a land use to be considered as a permitted or special use which, though not identified by name in the Planned Development District or

the Regulating Plan of permitted or special uses, is deemed to be similar in nature, and clearly compatible with the listed uses. Any request for a use to be classified a Similar Use shall be submitted to the Village Administrator who, with the approval of the Village Attorney, shall select a use within the Planned Development District Ordinance, or the Regulating Plan ~~or the Village Zoning Regulations~~ which most closely approximates the proposed use using criteria such as the nature of the use, conformance with the purpose of the Area in which it is proposed, aesthetics, traffic characteristics, and potential nuisance effects (noise, vibration, dust, smoke, odor, glare, hours of operation). The Village Administrator shall reference the Standard Industrial Classification (SIC) Code to determine similarity or compatibility. Once a Similar Use is determined, the proposed use shall comply with any conditions and review procedures ~~that may apply to that use~~ applicable to the zoning classification within which the use falls. If the Village Administrator determines that the proposed use is not a Similar Use, it shall be deemed a ~~minor change~~ Major Change according to the Village's Zoning Planned Development District Ordinance and the Regulating Plan.”

- 2.5 No Recapture. Notwithstanding any provision in any development or other agreement the Village may now be a party to or may in the future enter into, the Subject Property shall not be subject to any recapture obligation or obligation of accelerated payment.

2.6 Roadway Improvement.

Roadway Improvements shall be in accordance with the Annexation Agreement as outlined in Section 10 thereof, which states:

**“10.1 Construction Access**

Construction access to the Property shall be permitted off of Merrill Road via Route 47, Seavey Road, and Future Denny Road. A site access permit from the Illinois Department of Transportation (“IDOT”) for access off of Route 47 shall not be a condition of a site development permit for any use, but will be a condition of occupancy permit for all non-residential land uses to the extent that an access permit from IDOT is needed to provide reasonable access to those uses. No permits shall be required from IDOT as a condition of building or occupancy permits for residential land uses in Area 1 and Area 2. Construction access points shall generally conform to **Exhibit N.**

**10.2 Curb Cuts**

Curb cuts and modifications to existing curbs along a Village maintained street or road shall be deemed permitted for non-residential uses and can be performed with mutual consent between Owner and Village.

**10.3 Illinois Route 47**

The Village agrees to cooperate with and support the Owner in its applications to IDOT for access permits. To the extent that the Village has jurisdiction, The Village agrees to

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review and issue approvals for improvements required to serve the property as determined by a traffic study prepared by a qualified traffic engineer ~~selected by Owner~~.

#### 10.4 Roadway Improvements

**Exhibit H** sets out the road improvements standards for the Property. To the extent there is a conflict between such standards and the standards established by the Village, **Exhibit H** shall apply. Notwithstanding anything contained herein to the contrary, hot poured joint sealer shall not be required between the finished pavement surface and the curb and gutter. Owner may, at its election, install the surface course after binder placement provided that one (1) full winter season has passed since binder placement and subject to binder inspection prior to placement of surface course. Alternatively, Owner may, at its election, delay the installation of the surface course on any roadway within an area subject to a subdivision letter of credit until such time that 80% of occupancy permits within said area have been issued or 5 years after the 1st occupancy permit is issued, whichever occurs first. Notwithstanding the foregoing, upon completion of all other improvements within such area, the letter of credit held by the Village shall be reduced to secure only the surface course and any associated pavement markings and Owner may post an 18-month maintenance letter of credit for the completed improvements. Once the surface course is installed, the subdivision letter of credit shall be replaced with an 18-month maintenance letter of credit. The reduction and release of the letter of credit is subject to the process outlined in the Village code, except as otherwise provided herein.”

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#### 2.7 Amendments to Ordinances.

Amendments to Ordinances shall be in accordance with the Annexation Agreement Section 12.3, which states:

##### **“12.3 Conflict with Village Ordinances.**

Notwithstanding anything to the contrary herein contained or contained in any Village ordinance, it is understood that no amendment to any existing ordinance or code of the Village, nor any enactment of any new ordinance or code, shall result in Owner or the Property being materially restricted or prohibited, during the term of this Agreement, from developing the Property in substantial conformance with this Agreement, Planned Development District ordinance and the Regulating Plan. Nothing contained in this Section shall be deemed a limitation on the Village’s right to modify existing ordinances or adopt new ordinances of general applicability throughout the Village if such amendments or ordinances do not limit the rights of the Owner under this Agreement. Any amendments to existing ordinances or new ordinances adopted by the Village during the term of this Agreement that conflict with the provisions of this Agreement or limit or restrict the rights granted herein to Owner or increases the obligations over those contained herein shall not apply to the Property. If, in interpreting this Agreement or considering matters affecting the Property, a conflict arises or exists between Village ordinances and this Agreement, this Agreement and its exhibits shall control, and all such conflicting ordinances of the Village shall, insofar as they conflict with this Agreement and its exhibits



and apply to the uses and operations of the Property which are provided for in this Agreement, be deemed of no force and effect. ~~Any~~Any changes in provisions of other Village ordinances mandated by the Village for life safety purposes and any changes to State or Federal laws, after adoption of this agreement, impacting the property are excluded from this restriction.”

## 2.8 Open Space Requirements.

Open Space Requirements shall be in accordance with the Annexation Agreement Section 4.2.2, Section 4.2.3 and Section 11.5, which ~~states~~state:

### "4.2.2 Open Space.

Notwithstanding any stricter provisions of Chapter 16 to the contrary, not less than ~~Thirty~~thirty percent (30%) of the Property shall be reserved and designated as open space, greenbelt, parks, buffers, easements, stormwater management, berms, and/or recreational facilities and no further review of such areas and no review or approval of any proposed conveyance of such areas will be required. ~~Park and Open Space Contribution, except where otherwise provided for herein.~~

### 4.2.3 Park and Open Space Contributions

**Exhibit J** provides for a significant trail system and green space and therefore, notwithstanding any stricter provisions of Chapter 16 to the contrary, Owner shall be under no obligation to make any cash or land donations for park purposes provided that Owner delivers a combined total of no less than 10 acres of improved parks collectively within the Property. The improved parks shall include a 2-acre park in Area 2 east of the Proposed Denny Road (the Proposed Denny Road is generally depicted on Exhibit C), and a 1-acre park in any Area (except Area 3) with Multi-Family or Senior Residential uses (as defined in the Regulating Plan). No individual park shall be less than 1 acre. The parks shall be developed in accordance with applicable Village ordinances as may be modified by this Agreement and turned over as provided for herein.”

### “11.5.1 30% Open Space Requirement.

At the time all construction is completed on the Property, the Property shall have a minimum of 30% open space. Buffer areas, berms, ~~(excluding berms along Seavey Road),~~ detention facilities, parks, riparian corridors, naturalized areas, and landscape easement areas shall all count towards meeting the 30% open space requirement. Easements across residential lots shall not count towards the open space requirement. Prior to completion of construction on the Property, the ratio of open space to total area may be more or less than 30%, the intent of the parties being that the open space requirement not be applied to phases or areas of the Property under Final Plans, but to the Property as a whole, when construction is complete. With the exception of trails as provided for below, no other enhancements to any environmental corridors or natural open space shall be required.

### 11.5.2 ~~Park and Open Space Donations.~~

Excluding the Initial Plat, any platted park or open space shall be deeded to the Village if requested by the Village, but in no event shall the Village require such deeding until 5 years after the recording of the subject plat, however, the Village may elect to accept sooner if the Owner desires to transfer ownership before the 5 year timeframe lapses. If Owner offers a platted park or open space, including trails and other improvements, to the Village, and the Village declines to take ownership, the Owner may offer land to the Sugar Grove Park District or deed the site to an owners' association if the Sugar Grove Park District declines, and in such event, a public use easement shall be granted. Park improvements shall be completed and established prior to deeding the land.

### 11.5.3 Trails.

A 10' wide trail system will be constructed in the locations generally depicted on Exhibit J. Proposed trail alignments and associated enhancements are conceptual in nature with the exact location of the trail system and enhancements to be determined by the Owner. Any significant variation from the trail alignments shown on Exhibit J shall require mutual agreement between Owner and the Village. The total combined linear footage of trails shall not be less than 90% of the total linear footage reflected on Exhibit J. Trails constructed north of the tributary to the Blackberry Creek and south of I-88 shall be crushed limestone or comparable material, and all other trails shall be asphalt, and proof rolling of such trails shall not be required."

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## ARTICLE III

### SPECIFIC UNDERSTANDINGS FOR SPECIFIC DEVELOPMENT AREAS

- 3.1 Applicable Ordinances. In order to permit flexibility in the design of the elements of each of the Development Areas, the Developer and the Village agree that the provisions of the Village Subdivision Ordinance shall apply to all development but only to the extent the ordinance does not conflict with the Annexation Agreement, it being understood that the Annexation Agreement shall take precedence over the Village Subdivision Ordinance. No other modifications to the Village Subdivision Ordinance shall apply to the Subject Property other than is specifically stated in the Annexation Agreement. Any changes to State or Federal laws, after adoption of this ~~agreement~~ Agreement, impacting the Subject Property are excluded from this restriction.
- 3.2 All Residential Development. Residential development shall conform to the requirements outlined in the PDD and the Annexation Agreement.
- 3.3 Additional Requirements for Area 3.
  - (a) Upon its receipt of the 70<sup>th</sup> certificate of occupancy for townhomes in Area 3, the Developer covenants and agrees to make the following improvements to the Village Green that shall be substantially similar in character to the Village Green rendering attached hereto as Exhibit E-1:

Outdoor stage, multi-use lawn and open space, concrete perimeter sidewalks or trails, ~~soft surface~~ interior walkways, passive garden landscape

areas, and a food truck parking area. The outdoor stage shall be covered and provide minimum floor dimensions of 20' x 30' and be of similar scale and scope as the stage depiction attached hereto as Exhibit E-2. The depiction in Exhibit E-2 is for scale and scope reference only, with the final design aesthetic of the stage will be in keeping with the aesthetic and character of The Grove, as determined by the Developer.

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- (b) Upon its receipt of the 200<sup>th</sup> certificate of occupancy for residential dwellings in Area 2 the Developer covenants and agrees to make the following improvements to the Village Park that shall be substantially similar in character to the Village Park rendering attached hereto as Exhibit E-1:

Area designated for farmer's market, playground, splash pad, picnic tables or other types of seating, six pickleball courts, fishing dock, shade shelter, one or more outdoor firepits, a fountain (located in the detention facility adjacent to the Village Park), and one building containing two single stall ADA compliant washrooms with an external drinking fountain/bottle filler. The playground and splash pad shall be of similar scale and scope as the playgrounds and splash pad depicted on Exhibits E-3 and E-4, respectively.

The depictions in Exhibits E-3 and E-4 are for scale and scope reference only, with the final design aesthetic to be in keeping with the aesthetic and character of The Grove, as determined by Developer. The playground surface shall consist of artificial turf or an alternative material mutually agreed upon by Developer and the Village Administrator. The splash pad shall be circular with a minimum radius of eight feet (8') and shall include at least eight (8) in-ground sprayers that are mounted at finished grade and are connected to the Village water supply with manual activation of sprayers on a timed meter, and must include an anti-slip finished surface. The pickleball courts shall be designed to meet USA Pickleball standards.

(c) Village Hall Site Donation

A site for a Village hall shall be dedicated in accordance with the Annexation Agreement Section 8.2, which states:

"Owner agrees to dedicate to the Village a not less than 0.5 acre site for the Village to construct a Village hall. If the Village requests such dedication, the site shall be dedicated as part of the recording of the first Final Plat of Subdivision for Area 3A. The exact location of the Village hall site within Area 3A shall be mutually agreed upon by Owner and the Village."

Alternative designs or improvements for the Village Green and/or the Village Park may be administratively approved by the Village.

- 3.4 Area 4 Requirement. The Developer agrees to construct and maintain one (1) large marquee sign with a maximum height of 45' (the "*Marquee Sign*") located within the Subject Property and adjacent to the I-88 right-of-way in Area 4 for the primary purpose of promoting the commercial uses. —The design of the Marquee Sign shall be substantially similar to the sign rendering provided in the Annexation Agreement. The Marquee Sign shall be completed prior to the issuance of the first commercial occupancy permit in Area 3. An extension of time for the completion of the Marquee Sign and any alternative design for the Marquee Sign design may be administratively approved by the Village.
- 3.5 Area 5 Requirement. Developer shall dedicate a 1-acre site accessible from Seavey Road approximately 1,200 feet West of IL-47 for purposes of a Village Truck Scale location and contribute up to a cap of \$125,000 to the ~~village~~Village for purposes of constructing a truck scale. Developer contribution towards the truck scale shall qualify for TIF reimbursement. The dedication and contribution shall take place at such time as the Village has contracted to purchase the scale and the Final Plat of Subdivision for the portion of the Subject Property located west of Route 47, south of Seavey Road has been recorded.

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#### ARTICLE IV DEVELOPER OBLIGATIONS

4.1 Water.

Water shall be provided in accordance with the Annexation Agreement Section 7.1, which states:

~~"The Village shall be responsible for supplying potable water sufficient to serve the Property as it develops."~~"The Village acknowledges and agrees to provide the Property with 9 Population Equivalents per gross acre (9 PE/Ac.) in potable water capacity and treatment allocation out of the Village's water system to provide adequate water service to the Property, subject to Owner completion of onsite conveyance and storage improvements needed to serve the specific phase of development for which Owner is requesting potable water, the intent being that no development on the Property will be delayed because of delays in installations or upgrades to the Village's water system, including without limitation installation of additional water wells and treatment plants, as may be necessary. The Owner shall be responsible for the design, installation, and permitting of a 750,000-gallon water storage tank and a combination Booster Pump Station and Pressure Reducing Valve at the general locations shown on Exhibit G- and as approved by Village. Such improvements shall be installed as such time as mutually agreed upon by Owner and Village deems appropriate taking into consideration the development schedule for the Property. Except as provided herein, all watermains and appurtenances needed to serve the Property shall be Owner's responsibility but in no event shall Owner be required to install water mains under pavement, except for crossings. Owner shall not be responsible for extending watermain distribution lines to the Property boundary. The Owner shall provide an easement to the Village, at no cost to the Village and subject to a mutually acceptable form of easement agreement, to allow for future extension of the distribution

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lines to the Property boundary in commercially reasonable locations mutually agreed upon by the Owner and the Village at the earlier of when the Final Plat of Subdivision is recorded for the respective Property ~~area~~Area, or a Final Plat of Subdivision is recorded for an adjacent property needing water service via Owner's property (excluding the Initial Plat)."

#### 4.2 Sewer.

Sewer shall be provided in accordance with the Annexation Agreement Section 7.2, which states:

"Owner shall annex the Property to the Fox Metro Water Reclamation District ("FMWRD") which has represented that it has sufficient capacity to provide wastewater treatment and conveyance for the Property. The Village acknowledges and agrees that the Property needs 9 Population Equivalents per gross acre (9 PE/Ac.) in sewer capacity and treatment allocation out of the Sugar Grove Service Area in FMWRD to provide adequate sanitary sewer service to the Property. It is intended that FMWRD will provide sanitary sewer service to the Property subject to the terms of Owner's annexation to FMWRD and, where applicable, the Village agrees to execute all such applications, petitions and annexation agreements that may be required in order for the FMWRD to provide such service. Owner shall be responsible for designing, permitting, and constructing all Village owned and maintained sanitary sewers, defined as sanitary sewers that are less than 15" in diameter, where needed to provide sanitary sewer conveyance for the benefit of the Property. All Village owned and maintained sanitary sewers needed to serve the Property shall be Owner's responsibility but in no event shall Owner be required to install sanitary sewer pipes under pavement, except for crossings. Owner shall not be responsible for extending sanitary ~~sewer~~ collection lines to the Property boundary. Except as to the Initial Plat, the Owner shall provide an easement to the Village, at no cost to the Village and subject to a mutually acceptable form of easement agreement, to allow for future extension of the collection lines to the Property boundary in commercially reasonable locations mutually agreed upon by the Owner and the Village at the earlier of when the Final Plat of Subdivision is recorded for the respective Property area, or a Final Plat of Subdivision is recorded for an adjacent property needing sanitary ~~sewer~~ service via Owner's property."

#### 4.3 Water Treatment Plant Site.

A Water Treatment Plant Site shall be provided in accordance with the Annexation Agreement Section 7.4, which states:

"Owner agrees to dedicate to the Village a not less than 2- acre site for Village water system improvements. Owner shall provide a temporary access easement in the general location and configuration shown on Exhibit L upon the earlier of 1) when the Village requests such dedication or 2) as part of the Final Plat of Subdivision (other than the Initial Plat) for that phase of development. The temporary access easement shall terminate when the Final Plat of Subdivision (other than the Initial Plat) for the underlying area is recorded. Owner shall use best efforts to maintain access to the water treatment plant site during construction. Exhibit L depicts the proposed location and configuration of the water treatment plant site

and is conceptual in nature with the exact location of the water treatment plant site to be mutually agreed upon by Owner and the Village.”

#### 4.4 Installation of Utilities.

Installation of Utilities shall be provided in accordance with the Annexation Agreement Section 11.3.2, which states:

“Water main looping shall be required within Area 1, Area 2, and Area 3. Area 4 and Area 5 will be served via single source watermain. Unless physically necessary to serve the Property, the Owner shall have no obligation to construct water mains and sanitary sewer lines unless a Final Plan encompassing the area in which any such lines are to be located has been approved by the Village, and the Owner has undertaken the development of such area. Commencing at the power pole located approximately 450 feet South of the Seavey Road Tributary to the power pole located in the Northeast intersection of Merrill Rd and Route 47, the lines between these poles shall be buried, subject to Commonwealth Edison (“ComEd”) approval. Commencing at the power pole located along Route 47 approximately 1,000 feet south of Seavey Road to the power pole along Route 47 approximately 550 feet north of Seavey Road, the lines between these poles shall be buried, subject to Commonwealth Edison (“ComEd”) approval. Except as otherwise provided herein, the Owner shall work with electric and gas providers to provide service to the Property but shall not be required to bury any existing overhead lines or lines associated with power pole relocations. Any new service lines within the property boundaries shall be buried underground, with the exception of the service lines to be installed along I-88 and the electric service provided to data centers which may be overhead or underground and any electrical lines ComEd installs within their easements that were in place prior to the adoption of this agreement. ~~Per ComEd policy, dry utilities shall be permitted to be installed within front yards.~~ Dry utilities shall be installed within rear yards, unless ComEd prohibits such rear yard installation. Should ComEd prohibit rear yard installation, any dry utilities placed within a front yard must be screened with landscaping and maintained by the applicable homeowners’ association.”

#### 4.5 No Action Pending Which Would Interfere with Utilities.

As stated in Annexation Agreement Section 7.3:

“To the best of the Village’s knowledge and belief, there is no administrative, judicial, or legislative action pending or being threatened that would result in a reduction of, or limitation upon, Owner’s right to use the sanitary sewer and potable water supplies and systems serving the Village. The Village makes no representations regarding matters within the jurisdiction of FMWRD of which it has no knowledge.”

#### 4.6 Obligations Regarding the Project.

It is understood and agreed that the Developer has no time limitations to submit requests for approval of a Preliminary or a Final Plan. However once a Final Plan is approved by the Village, the Developer is subject to ~~section~~Section 11.3.3 ~~in~~of the Annexation Agreement, pursuant to which the Developer agrees as follows:

“Subject to any event of Force Majeure, as defined in Section ~~13.2~~12.23 hereof, Owner agrees that public improvements will be meet the Substantial Completion criteria on Exhibit O, no later than three (3) years after approval of the Final Plan encompassing such improvements (excluding roadway final lift, sidewalks, parkway trees and minor “punch list” items). Owner may request multiple one-year extensions of this obligation and corresponding letter of credit.”

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#### 4.7 Public Infrastructure Guarantee.

~~4.7~~ A Public Infrastructure Guarantee shall be provided in accordance with the Annexation Agreement Section 11.3.4, which states:

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“Upon the Village’s approval of a Final Plan for the Property, Owner shall post letters of credit as its surety for public improvements in the amount of One hundred twenty percent (120%) of the estimated cost of the Final Plan improvements, as determined by Owner’s Engineer in an Engineer’s Opinion of Probable Construction Costs (“EOPCC”) that has been reviewed and approved by the Village ~~Engineer~~engineer (the “Construction Guarantee”). The letter of credit shall (i) be acceptable to the Village whether issued in original form or electronically, (ii) be in effect for a minimum period of one year from the date of the recording of the Final Plan it secures, (iii) will automatically renew until such time that the Village final accepts the improvements but can be reduced if Village only accepts a portion of the improvements (or be callable if not renewed), (iv) shall be in the form then used by J. P Morgan Chase or any other form that is in general commercial use within the Chicago area and acceptable to the Village, so long as said letter of credit ~~generally~~substantially incorporates the requirements of Section 12-10-15 of the Village Code of Ordinances regarding performance guarantees, and (v) will only be callable if the letter of credit issuer is provided with a certified resolution or ordinance of the Village Board stating that the Village is entitled to call the letter of credit (or make a partial call) because the letter of credit’s applicant has failed to meet its obligations under this Agreement or an applicable Village ordinance. As individual public improvements are substantially complete by the Owner (i.e. mass grading, sanitary sewers, watermain, storm sewers, roadways, landscaping), the improvements shall be accepted by the Village and Construction Guarantee posted for the completed improvements shall be reduced or released as applicable. To the extent that Owner chooses to hold off on placing the final paving surface associated with a Final Plan until 80% occupancy is reached or 5 years after the 1st occupancy permit was issued and upon the Village’s request in such area or street trees and sidewalks to be installed by builders are incomplete within an area for which Construction Guarantee has been posted, the Village will allow for a reduction in the Construction Guarantee to 120% of the cost to complete the installation of the final paving surface, remaining street trees and remaining sidewalks and nothing more. Acceptance of improvements will not be unreasonably withheld. Once improvements have been finally

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accepted, the Construction Guarantee balance shall be released and the original letter of credit returned to the issuer within 30 days. Upon Substantial Completion of the improvements by the Owner, Owner shall post letters of credit or bonds for its maintenance obligation for such accepted public improvements in the amount of 10% of the cost of the accepted public improvements (the "Maintenance Security") to cover defects in labor and materials but not items of general and ordinary maintenance. The Village shall notify the Owner in writing no less than 60 calendar days prior to expiration of the Maintenance Security of any material defects. The Maintenance Security shall be released and returned to Owner when an eighteen-month (18 month) maintenance period for the applicable public improvement ends. Mass grading improvements as shown on grading plans submitted to the Village shall not require the posting of Maintenance Security."

- 4.8 Impact and Permit Fees shall be paid in accordance with the Annexation Agreement.

#### ARTICLE V VILLAGE OBLIGATIONS

- 5.1 Special Tax Allocation Fund. The Village has established a special tax allocation fund (the "STAF") as mandated by the TIF Act, into which the Village shall deposit all Incremental Taxes as generated from the Project Area within ten (10) days of receipt ~~thereof~~ from Kane County. The Village agrees to pay (i) any amounts due to the school and library districts having jurisdiction over the Development Areas pursuant to Section 11-74.4-3 (q) (7.5) of the TIF Act from the STAF; (ii) any third-party costs to administer the STAF and any reimbursement of the Village for staff time related to administering the STAF, ~~provide~~provided appropriate logs of such time are maintained and such time is billed to the Developer on the basis of actual staff hours spent for such administrative tasks; (iii) any mutually agreed upon reimbursement of a government body or agency of a capital cost reimbursable pursuant to the TIF Act; and thereafter to deposit ~~ninetyeighty~~ percent (~~9080~~%) of the remaining Incremental Taxes received from Kane County into a subaccount to be known as "The Grove Subaccount" (which Subaccount shall automatically be established within the STAF upon approval of this Agreement). It is from The Grove Subaccount that disbursements shall be made to the Developer in accordance with the procedures hereinafter set forth. The other twenty (20%) of the remaining Incremental Taxes shall be held by the Village in the STAF, and the Village shall declare at least one half (1/2) of such funds as surplus funds in accordance with the TIF Act with such funds returned to Kane County and distributed to the taxing bodies in accordance with the TIF Act and the Kane County procedures for such surplus funds.

- 5.2 LIMITED LIABILITY. THE VILLAGE'S OBLIGATIONS TO REIMBURSE THE DEVELOPER UNDER THIS AGREEMENT IS A LIMITED OBLIGATION PAYABLE SOLELY FROM INCREMENTAL TAXES DEPOSITED INTO THE GROVE SUBACCOUNT FROM TIME TO TIME AND SHALL NOT BE SECURED BY THE FULL FAITH AND CREDIT OF THE VILLAGE. THE NOTE (AS HEREINAFTER DEFINED) IS A SPECIAL LIMITED OBLIGATION OF THE VILLAGE, AND PRINCIPAL OF AND INTEREST ON THE NOTE ARE PAYABLE SOLELY FROM INCREMENTAL TAXES DEPOSITED INTO THE GROVE SUBACCOUNT AFTER

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PAYMENT OF ALL OBLIGATIONS HAVING A PRIORITY OVER THE NOTE, IF ANY. THE HOLDER OF THE NOTE ACCEPTS THE RISK THAT THE AMOUNT OF INCREMENTAL TAXES DEPOSITED INTO THE GROVE SUBACCOUNT MAY NOT BE SUFFICIENT TO PAY THE PRINCIPAL OF OR INTEREST ON THE NOTE. THE NOTE SHALL NOT BE DEEMED TO CONSTITUTE AN INDEBTEDNESS OR A LOAN AGAINST THE GENERAL TAXING POWERS OR CREDIT OF THE VILLAGE WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION. THE HOLDER OF THE NOTE SHALL NOT HAVE THE RIGHT TO COMPEL ANY EXERCISE OF THE TAXING POWER OF THE VILLAGE, THE COUNTY OF KANE, THE STATE OF ILLINOIS OR ANY POLITICAL SUBDIVISION THEREOF TO PAY THE PRINCIPAL OF OR INTEREST ON THE NOTE.

5.3 Request for Reimbursement. In consideration for the Developer undertaking the Project on the Subject Property and so long as no notice of default hereunder has been issued and remains outstanding, the Village agrees to reimburse the Developer for eligible Redevelopment Project Costs incurred by the Developer for Project Costs in an aggregate amount not to exceed \$109,213,421 (the “Maximum Principal Reimbursement Amount”) from funds held in The Grove Subaccount, if available, and if not available, with the issuance of ~~one or more~~ Developer’s notes from the Village, for a term not to exceed 20 years, in the form attached hereto as Exhibit G (the “Note”), with interest commencing with the date of issuance at the rate of (i) six and eight-tenths percent (6.8%) per annum if interest on the Note (a “Tax-Exempt Note”) is excludable from gross income of the owner thereof for federal income tax exempt from Federal taxation or purposes under the Internal Revenue Code of 1986 (the “Code”), or (ii) if the interest on the Note (a “Taxable Note”) is taxable includible in gross income of the owner thereof for federal income tax purposes in accordance with the Code, the interest rate shall be eight percent (8%) per annum, but in any event only upon satisfaction of the following conditions:

- (a) the Developer shall submit to the Village no more than twice annually, a Request for Reimbursement in the form attached hereto as Exhibit H with copies of paid invoices and final lien waivers from primary contractors with sworn statements that all subcontractors and suppliers have been paid to evidence that such Redevelopment Project Costs included in the request have been paid in full by the Developer and its contractors;
- (b) in apportioning the Redevelopment Project Cost relating to mass grading ~~+/site~~ balancing for a given area of the Subject Property, the Redevelopment Project Cost shall be apportioned by taking the total area within the Final Plat of Subdivision (less “Open Space” as hereafter defined) and dividing it by the total area graded within the Project and then multiplying the Redevelopment Project Cost for the mass grading ~~+/site~~ balancing within the Project by the resulting percentage. The foregoing does not apply to the Initial Plat. For purposes of this Section, “Open Space” shall mean the open space areas north of the creek crossing the Subject Property and South of I-88 and those open space areas south of Merrill Road. If for any reason the mass grading occurs in phases, the same methodology shall be

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used, but applied to the phase of the mass grading within which the Final Plat of Subdivision is located rather than the entire Project;

- (c) approval of each Request for Reimbursement by the Village's engineer that the portion of the infrastructure for which reimbursement is requested has been constructed in accordance with this Agreement and ~~meet~~meets the Substantial Completion criteria set forth in the Annexation Agreement;
- (d) Certification of the eligibility of each cost listed on the Request for Reimbursement by the Village's consultant SB Friedman Development Advisors, LLC or a consultant mutually agreed upon is a qualified Redevelopment Project Cost under the TIF Act;
- (e) that no Request for Reimbursement for any portion of the infrastructure project south of I-88 shall be accepted by the Village unless and until certificates of occupancy for no less than one hundred (100) residential homes constructed south of I-88 have been issued; and
- (f) With the exception of the final reimbursement request, no Request for Reimbursement may be made requesting reimbursement in an amount less than \$1,000,000, which request shall be made no more than twice a year.

#### 5.4 Tax Exempt Note/Bond.

- (a) It is hereby agreed that in order to issue a ~~tax-exempt~~Tax-Exempt Note, the Village shall obtain an opinion from nationally recognized Bond Counsel (which opinion shall also be for the benefit of the Developer) that under existing laws, regulations, judicial decisions and rulings, the interest on the Note is excludable from gross income ~~under Section 103 of the Internal Revenue~~owner thereof for federal income tax purposes under the Code ~~of 1986~~ at the time of issuance. The cost of services for Bond Counsel shall be paid from The Grove Subaccount and shall be eligible for reimbursement to the Developer as a Redevelopment Project Cost.
- (b) At any time during the term of this Agreement, the Village has the right, in its sole discretion, to issue bonds (the "TIF Bonds") in one or more series as either "Tax-Exempt TIF Bonds" or "Taxable TIF Bonds" in the amounts determined by the Village, the proceeds of which shall be used to pay the principal, then the interest of the outstanding ~~Notes~~Note in the order of the date of issuance beginning with Note numbered as one, provided that all outstanding accrued interest (except for interest accrued for the current year) has been paid. ~~The costs of issuance shall be the obligation of the Developer.~~The issuance of any TIF Bonds shall be conditioned on the delivery of an opinion of Bond Counsel that such TIF Bonds are valid and binding obligations of the Village, subject to customary qualifications and exceptions and, in the event the TIF Bonds are to be issued as Tax-Exempt TIF Bonds, an opinion of Bond Counsel that that under existing laws, regulations,

judicial decisions and rulings, the interest on the Tax-Exempt Bonds is excludable from gross income of the owners thereof for federal income tax purposes under the Code at the time of issuance. The costs of issuance of the TIF Bonds shall be the obligation of the Developer. The Developer shall, at the request of the Village, agree to any reasonable amendments to this Agreement that are necessary or desirable in order for the Village to issue (in its sole but reasonable discretion) the TIF Bonds.

(c) The issuance by the Village of a Tax-Exempt Note and any Tax-Exempt TIF Bonds shall be subject to the final review and approval from Bond Counsel and shall be further subject to the requirement that the provisions of Code and regulations thereunder will be met in order for the interest on a Tax-Exempt Note and any Tax-Exempt TIF Bonds to be excludable from the income of the holders thereof for federal income tax purposes. In the event that Bond Counsel informs the Village that, under any federal, state or local law, rule or regulation then in effect, the Note cannot be issued as Tax-Exempt Note and the TIF Bonds cannot be issued as Tax-Exempt TIF Bonds, the Village and the Developer will cooperate and take such reasonable actions as may be necessary in order to (i) cure any conditions which Bond Counsel identifies as preventing the issuance of the Note as a Tax-Exempt Note and the issuance of the TIF Bonds as Tax-Exempt TIF Bonds, and/or (ii) take such other actions as determined by Bond Counsel to issue the Note as a Taxable Note and the TIF Bonds as Taxable TIF Bonds to effectuate the provisions contemplated by this Agreement. The parties acknowledge that to the extent that the Note is to be issued as a Tax-Exempt Note and the TIF Bonds are to be issued as Tax-Exempt TIF Bonds, the proceeds thereof must be used for eligible Redevelopment Project Costs that are costs of a type that would be properly chargeable to a capital account under the Code (or would be so chargeable with a proper election) under federal income tax principles ("Tax-Exempt Eligible Costs"). The Village and the Developer will work in good faith to provide any executed representations, certifications and information requested by Bond Counsel, including, without limitation, certifications regarding the use of proceeds of the Tax-Exempt Note and the Tax-Exempt TIF Bonds solely for Tax-Exempt Eligible Costs.

(d) The Developer acknowledges that actual and projected Incremental Taxes may be insufficient to reimburse the Developer for all eligible Redevelopment Project Costs up to the Maximum Principal Reimbursement Amount, and that:

(i) The Village's obligation to reimburse the Developer for eligible Redevelopment Project Costs, is not and will not be a general debt of the Village or a charge against its general credit or taxing powers, but is and will be a special limited obligation payable solely out of the Incremental Taxes deposited into The Grove Subaccount;

(ii) If the Incremental Taxes deposited into The Grove Subaccount are insufficient to pay all principal and interest due under the Note and/or TIF Bonds, the Developer shall have no recourse against the Village, other than enforcing the

Village's obligations to use the Incremental Taxes deposited into The Grove Subaccount to pay such amounts, as required by this Agreement;

(iii) The Developer will have no right to, and agrees that it will not, compel any exercise of the taxing power of the Village, the County of Kane or the State of Illinois to reimburse it for eligible Redevelopment Project Costs, and no execution of any claim, demand, cause of action or judgment may be levied upon or collected from the general credit, general funds or other property of the Village (unless the Village fails or refuses to make payments due a holder of the Note and/or the TIF Bonds in violation of the terms of this Agreement, the Note, the TIF Bonds or any agreement related thereto); and

(iv) No recourse may be had for any payment due pursuant to this Agreement, the Note and/or the TIF Bonds against any past, present, or future elected or appointed officer, official, agent, representative, employee, or attorney of the Village in his or her individual capacity.

#### 5.5 Registration of the Note.

The Note will not be registered under the Securities Act of 1933, as amended (the "Securities Act"), or the securities laws of any state. Accordingly, the Note may be sold or otherwise transferred only in transactions in which the Note is registered under the Securities Act and applicable state securities laws, or in transactions in which the Note is exempt from the registration requirements of the Securities Act and applicable state securities laws. The Village will not undertake any obligation to cause the Note to be registered under the Securities Act or applicable state securities laws, or to comply with any exception that may be available under the Securities Act or applicable state securities laws. The Developer agrees that any transfer of the Note will be in accordance with the provisions of this Agreement and all ordinances of the Village authorizing the issuance of the Note.

### **ARTICLE VI ENFORCEMENT AND REMEDIES**

#### **6.1 Notice; Cure; Self-Help.**

In the event any party defaults in its performance of its obligations set forth in this Agreement, then any non-defaulting party shall give notice to the defaulting party setting forth the alleged default in detail. The defaulting party shall have 60 calendar days to cure the default or provide evidence that such default shall be cured in a timely manner if it cannot be cured during said period. In the event that the defaulting party disputes the existence of the default set forth in such notice or fails to so cure the default or to provide evidence that such default shall be cured in a timely manner, then following expiration of said 60-day period, any non-defaulting party may seek to enforce this Agreement in the Circuit Court for the 16th Judicial District, Kane County, Illinois. In addition, if Village is the defaulting party and Owner has not commenced construction of the infrastructure on

the Subject Property, Owner may elect to disconnect the entire Subject Property from the Village. Upon receipt of Owner notice of disconnection, Village and Owner shall immediately take such actions as may be required to effectuate the disconnection of the Subject Property from the Village, including but not limited to the filing of petitions and the passage of ordinances. Upon such disconnection, this Agreement shall be of no further force and effect.

6.2 Events of Default by Developer. Any of the following events or circumstances shall be an event of default by the Developer with respect to this Agreement:

- (a) If any material representation made by the Developer in this Agreement shall prove to be untrue or incorrect in any material respect as of the date made.
- (b) Developer's default in the performance or breach of any material covenant, warranty, or obligation, contained in this Agreement Excluded from the foregoing is any default or breach made by a party acquiring part (but not all) of the Subject Property from the Developer.
- (c) The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of the Developer in an involuntary case under the federal bankruptcy laws, or now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency, or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator, or similar official of the Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order un-stayed and in effect for a period of 90 consecutive days. There shall be no cure period for this event of default.
- (d) The commencement by the Developer of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency, or other similar law, or the consent by the Developer to the appointment of or taking possession, by a receiver, liquidator, assignee, trustee, custodian, sequestrator, or similar official of the Developer or of any substantial part of the Developer's property, or the making by any such entity of any assignment for the benefit of creditors or the failure of the Developer generally to pay such entity's debts as such debts become due or the taking of action by the Developer in furtherance of any of the foregoing. There shall be no cure period for this event of default.

6.3 Remedies for Default By Developer. Subject to the provisions of this Agreement, in the case of an event of default by the Developer, which has not been cured or resolved to the mutual satisfaction of the parties, the Village's sole remedies shall be to bring an action for collection of any monetary defaults or for non-monetary defaults to bring an action for specific performance (unless circumstances are such that the required action can not be performed in which case the Village may terminate this Agreement and thereafter all future obligations hereunder shall be deemed null and void). In case the parties shall have

proceeded to enforce ~~its~~their respective rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason, the Developer and the Village shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Developer and the Village shall continue as though no such proceedings has been taken.

6.4 Indemnification by Developer: Agreement to Pay Attorneys' Fees and Expenses. Developer agrees to indemnify the Village, and all of its elected and appointed officials, officers, employees, agents, representatives, engineers, consultants, and attorneys, against any and all claims that may be asserted at any time against any of such parties in connection with or as a result of (i) Developer's development, construction, maintenance, or use of the Subject Property; or (ii) Developer's default under the provisions of this Agreement, the PDD or the Annexation Agreement. Such indemnification obligation, however, shall not extend to claims asserted against the Village or any of the aforesaid parties in connection with or as a result of the Village's default under the provisions of this Agreement. If the Developer shall commit an event of default and the Village should employ an attorney or attorneys or incur other expenses for the collection of the payments due under this Agreement or the enforcement of performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer, on the Village's demand, shall pay to the Village the reasonable fees such attorneys and such other reasonable fees expenses so incurred by the Village.

6.5 Events of Default by Village. Any of the following events or circumstances shall be an event of default by the Village with respect to this Agreement:

- (a) A default of any term, condition, or provision contained in any agreement or document relating to this Agreement, the PDD or the Annexation Agreement, and the failure to cure such default within the earlier of 60 days after the Developer's written notice of such default or in a time period reasonably required to cure such default or in accordance with the time period provided therein.
- (b) Failure to comply with any material term, provisions, or condition of this Agreement within the time herein specified and failing to cure such noncompliance within 60 days after written notice from the Developer of each failure or in a time period reasonably required to cure such default.

## **ARTICLE VII GENERAL PROVISIONS**

7.1 Hold Harmless and Indemnification. Developer shall hold harmless the Village, and all of its elected and appointed officials, employees, agents, representatives, engineers, consultants, and attorneys from any and all claims that may asserted at any time against any of such parties in connection with (i) the Village's review and approval of any plans or improvements or (ii) the Village's issuance of any approval, permit or certificate. The Developer shall pay all expenses, including legal fees and administrative expenses, incurred by the Village in defending itself with regard to any and all such claims.

- 7.2 Force Majeure. Time is of the essence of this Agreement, provided, however, a party shall not be deemed in material breach of this Agreement with respect to any of its obligations under this Agreement on such party's part to be performed if such party fails to timely perform the same and such failure is due in whole or in part to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, weather conditions, failure or interruptions or power, restrictive governmental laws and regulations, condemnations, riots, insurrections, acts of terrorism, war, fuel shortages, accidents, casualties, floods, earthquakes, fires, acts of Gods, epidemics, quarantine restrictions, freight embargoes, acts caused directly or indirectly by the other party (or the other party's agents, employees or invitees) or similar causes beyond the reasonable control of such party ("*Force Majeure*"). If one of the foregoing events shall occur or either party shall claim that such an event shall have occurred, the party to whom such claim is made shall investigate same and consult with the party making such claim regarding the same and the party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided that the failure of performance was reasonably caused by such Force Majeure.
- 7.3 Amendments and Waiver. No modification, addition, deletion, revision, alteration, or other change to this Agreement, the PDD or the Annexation Agreement shall be effective unless and until the change is reduced to writing and executed and delivered by the Village and the Developer. No term or condition of this Agreement, the PDD or the Annexation Agreement shall be deemed waived by any party unless the term or conditions and limitations on the waiver are set forth specifically in a duly authorized and written waiver of such party. No waiver of any other term or condition of this Agreement, the PDD or the Annexation Agreement shall be deemed or construed as a waiver of any other term or condition of this Agreement, the PDD or the Annexation Agreement, nor shall waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or different provisions of this Agreement, the PDD or the ~~PDD~~ Annexation Agreement.
- 7.4 Binding Affect. This Agreement shall be binding upon and inure only to the benefit of the parties hereto and their respective successors and assigns. It is the express intent of the parties that the provisions of this Agreement not create, either express or equitably, any third party beneficiary except for builders and developers who purchase portions of the Subject Property from Developer.
- 7.5 Venue. In the event that this Agreement must be enforced by judicial proceedings, the parties agree that such proceedings shall be conducted only in the Circuit Court in Kane County, Illinois.
- 7.6 Definitions. Terms not specifically defined in this Agreement, the Annexation Agreement or the PDD shall have the meanings attributed to them in the Village Zoning Regulations and if not defined in the Village Zoning Regulations, shall have the meanings attributed to them in normal discourse.

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- 7.7 Entire Agreement. This Agreement and the Annexation Agreement shall constitute the entire agreement of the parties; all other agreements between the Parties, whether written or oral, are merged into this Agreement and shall be of no force and effect.
- 7.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute the same instrument.
- 7.9 Cooperation of the Parties. The Village agrees to cooperate with the Developer in the defense of any lawsuits or claims brought by any person regarding this Agreement, the Annexation Agreement the PDD; Final Plans for the Subject Property; any change to the Project Area or Redevelopment Plan, or any procedural defects related to the foregoing.

#### **ARTICLE VIII TERM**

Unless terminated pursuant to Article 6 hereof, this Agreement shall be in full force and effect from the Commencement Date and terminate in the first to occur: (i) payment to the Developer of the principal amount equal to \$109,213,421 plus interest and redemption of all outstanding Notes; or (ii) December 31, 2048.

#### **ARTICLE IX ASSIGNMENT**

If all or a portion of the Subject Property is conveyed by the Developer, the Developer shall have the right in connection therewith to assign to a grantee any and all rights the Developer have under this Agreement which affect the portion of the Subject Property conveyed. When obligations are assigned by the Developer to the grantee, the Developer shall have no further rights or obligations under this Agreement as it relates to the portion of the Subject Property conveyed and assigned. The Developer shall provide notice to the Village within 10 business days of assignment of any rights or obligations under this Agreement. No notice shall be required if a portion of the Subject Property is sold to a third party and there is no express assignment or assumption of this Agreement as part of the sale.

#### **ARTICLE X NOTICES**

Any notices required pursuant to the provisions of this Agreement shall be in writing and be hand delivered or sent by certified mail return receipt requested, postage prepaid, to the following respective addresses until notice of change of address is given, and shall be deemed received, if hand delivered, when so delivered, or, if mailed by certified mail, on the fifth business day following deposit in the U.S. Mail.

If to Owner:

Sugar Grove LLC  
c/o Crown Community Development  
1751A West Diehl Road  
Naperville, IL 60563  
Attn: Teri Frankiewicz



tfrankiewicz@crown-chicago.com  
Jennifer Cowan  
jcowan@crown-chicago.com

With copies to:

Gould & Ratner LLP  
222 North LaSalle Street, Suite 300  
Chicago, Illinois 60601  
Attn: John H. Mays  
jmays@gouldratner.com

If to Village:

Village of Sugar Grove  
Attn: Village Administrator  
160 S. Municipal Drive, Suite 110  
Sugar Grove, Illinois 60554

With copies to:

Village Attorney  
160 S. Municipal Drive, Suite 110  
Sugar Grove, IL 60554

The following documents are all of the Exhibits to this Agreement and are incorporated into its terms:

- Exhibit A: Legal Description of the Subject Property
- Exhibit B: Map of the Subject Property
- Exhibit C: Maps of Development Areas
- Exhibit D: Project Budget
- Exhibit E: Concept Village Green and Village Park Plans
- Exhibit F: Intentionally Omitted
- Exhibit G: Developer Note
- Exhibit H: Request for Reimbursement

In Witness Whereof, the parties have executed this Agreement as of the date set below then signatures to the effective as of the Commencement Date.

*Attest:*

Village of Sugar Grove, Kane County, Illinois

\_\_\_\_\_  
Village Clerk

By: \_\_\_\_\_  
Village President

Dated: \_\_\_\_\_

Sugar Grove LLC, an Illinois limited liability company

By: \_\_\_\_\_  
Authorized Person

Dated: \_\_\_\_\_

DRAFT

Exhibit A

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

ZONE PARCEL 1:

THAT PART OF THE NORTH HALF OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 4; THENCE SOUTH 89 DEGREES 51 MINUTES 30 SECONDS WEST, 732.76 FEET ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4; THENCE NORTH 00 DEGREES 08 MINUTES 30 SECONDS WEST, 391.78 FEET; THENCE SOUTH 89 DEGREES 51 MINUTES 30 SECONDS WEST, 540.27 FEET; THENCE SOUTH 38 DEGREES 46 MINUTES 21 SECONDS WEST, 224.41 FEET TO THE CENTERLINE OF MERRILL ROAD; THENCE NORTH 51 DEGREES 13 MINUTES 39 SECONDS WEST, 989.89 FEET ALONG SAID CENTERLINE; THENCE NORTH 38 DEGREES 46 MINUTES 21 SECONDS EAST, 89.40 FEET; THENCE NORTH 06 DEGREES 59 MINUTES 05 SECONDS EAST, 192.43 FEET; THENCE NORTH 51 DEGREES 12 MINUTES 59 SECONDS WEST, 165.89 FEET TO THE NORTHWESTERLY LINE OF A PROPERTY DESCRIBED IN A TRUSTEE'S DEED RECORDED AS DOCUMENT 1984791; THENCE NORTH 38 DEGREES 47 MINUTES 01 SECOND EAST, 140.72 FEET ALONG SAID NORTHWESTERLY LINE TO THE SOUTH LINE OF A TRACT OF LAND CONVEYED TO PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS BY DOCUMENT 714344; THENCE NORTH 89 DEGREES 40 MINUTES 50 SECONDS EAST, 3036.76 FEET ALONG SAID SOUTH LINE TO THE EAST LINE OF THE WEST 13.26 CHAINS OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE SOUTH 00 DEGREES 30 MINUTES 10 SECONDS EAST, 1322.64 FEET TO THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 4; THENCE SOUTH 89 DEGREES 51 MINUTES 30 SECONDS WEST, 900.25 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

ZONE PARCEL 2:

THAT PART OF THE NORTH HALF OF SECTION 4 AND THE NORTHEAST QUARTER OF SECTION 5, BOTH IN TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE EAST HALF OF SECTION 32 AND THE WEST HALF OF SECTION 33, BOTH IN TOWNSHIP 39 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF PARCEL E-8-33 ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY BY PROCEEDING OUTLINED IN CASE NUMBER 71-ED-7077 IN THE CIRCUIT COURT OF

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KANE COUNTY, ILLINOIS AND THE NORTH LINE OF A TRACT CONVEYED TO PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS (NOW COMMONWEALTH EDISON) PER DOCUMENT 714344; THENCE SOUTH 89 DEGREES 40 MINUTES 50 SECONDS WEST, 4711.99 FEET ALONG SAID NORTH LINE; THENCE CONTINUING SOUTH 89 DEGREES 07 MINUTES 36 SECONDS WEST, 247.08 FEET ALONG SAID NORTH LINE TO THE CENTERLINE OF MERRILL ROAD; THE FOLLOWING TWO COURSES ARE ALONG SAID CENTERLINE; 1) THENCE NORTH 56 DEGREES 41 MINUTES 45 SECONDS WEST, 612.90 FEET; 2) THENCE NORTH 54 DEGREES 03 MINUTES 27 SECONDS WEST, 148.58 FEET TO THE SOUTHEASTERLY LINE OF A TRACT DESCRIBED IN TRUSTEE DEED RECORDED AS DOCUMENT 2004K111075; THENCE NORTH 33 DEGREES 54 MINUTES 49 SECONDS EAST, 722.04 FEET ALONG SAID SOUTHEASTERLY LINE; THENCE NORTH 49 DEGREES 45 MINUTES 39 SECONDS WEST, 437.09 FEET; THENCE NORTHERLY, 122.02 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 230.00 FEET AND A CHORD BEARING NORTH 34 DEGREES 33 MINUTES 47 SECONDS WEST; THENCE NORTH 19 DEGREES 21 MINUTES 55 SECONDS WEST, 654.09 FEET; THENCE SOUTH 70 DEGREES 14 MINUTES 06 SECONDS WEST, 70.83 FEET; THENCE NORTH 19 DEGREES 45 MINUTES 54 SECONDS WEST, 252.55 FEET; THENCE NORTHWESTERLY, 764.38 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 450.00 FEET AND A CHORD BEARING NORTH 68 DEGREES 01 MINUTE 39 SECONDS WEST; THENCE SOUTH 63 DEGREES 18 MINUTES 38 SECONDS WEST, 296.07 FEET TO THE EAST LINE OF ILLINOIS ROUTE 47 AS DEPICTED ON A PLAT OF HIGHWAYS RECORDED AS DOCUMENT 1172190; THE FOLLOWING SEVEN COURSES ARE ALONG SAID EAST LINE; 1) THENCE NORTH 25 DEGREES 28 MINUTES 49 SECONDS WEST, 158.49 FEET; 2) THENCE NORTHERLY, 195.93 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 3899.83 FEET AND A CHORD BEARING NORTH 32 DEGREES 54 MINUTES 57 SECONDS WEST; 3) THENCE NORTH 34 DEGREES 18 MINUTES 19 SECONDS WEST, 408.21 FEET; 4) THENCE NORTH 28 DEGREES 35 MINUTES 41 SECONDS WEST, 100.50 FEET; 5) THENCE NORTH 34 DEGREES 18 MINUTES 19 SECONDS WEST, 400.00 FEET; 6) THENCE NORTH 40 DEGREES 00 MINUTES 57 SECONDS WEST, 100.50 FEET; THENCE NORTH 18 DEGREES 34 MINUTES 13 SECONDS WEST, 446.01 FEET TO THE NORTHEAST CORNER OF PARCEL E8-31.1 ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY BY PROCEEDING OUTLINED IN AFOREMENTIONED CASE NUMBER 71-ED-7077; THE FOLLOWING THREE COURSES ARE ALONG THE SOUTHERLY LINE OF SAID PARCEL E8-31.1; 1) NORTH 85 DEGREES 19 MINUTES 14 SECONDS EAST, 1501.83 FEET; 2) THENCE SOUTH 03 DEGREES 07 MINUTES 45 SECONDS EAST, 221.53 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32; 3) THENCE NORTH 89 DEGREES 19 MINUTES 42 SECONDS EAST, 937.22 FEET ALONG SAID SOUTH LINE TO THE SOUTHWESTERLY LINE OF PARCEL E8-31 ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY BY PROCEEDING OUTLINED IN AFOREMENTIONED CASE NUMBER 71-ED-7077; THE FOLLOWING FIVE COURSES ARE ALONG THE SOUTHWESTERLY RIGHT OF WAY

LINE OF INTERSTATE ROUTE 88 PER SAID CASE 71-ED-7077; 1) THENCE SOUTH 54 DEGREES 12 MINUTES 42 SECONDS EAST, 1314.28 FEET; 2) THENCE SOUTH 51 DEGREES 20 MINUTES 58 SECONDS EAST, 500.62 FEET; 3) THENCE SOUTH 58 DEGREES 58 MINUTES 31 SECONDS EAST, 301.04 FEET; 4) THENCE SOUTH 54 DEGREES 12 MINUTES 42 SECONDS EAST, 3910.41 FEET; 5) THE SOUTHEASTERLY, 488.96 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 11584.16 FEET AND A CHORD BEARING SOUTH 55 DEGREES 25 MINUTES 15 SECONDS EAST TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

ZONE PARCEL 3-SOUTH:

THAT PART OF THE NORTHEAST CORNER OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 7 AND THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 3 IN UNIT NO. 1-OAKCREST, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SAID SECTION 5 ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 13, 1964 AS DOCUMENT 1034810; THENCE SOUTH 89 DEGREES 07 MINUTES 36 SECONDS WEST, 585.86 FEET TO THE EASTERLY LINE OF ILLINOIS ROUTE 47 AS DEPICTED ON A PLAT OF HIGHWAYS RECORDED AS DOCUMENT 1172190; THE FOLLOWING SIX COURSES ARE ALONG SAID EASTERLY LINE; 1) THENCE NORTHERLY, 475.73 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 8327.84 FEET AND A CHORD BEARING NORTH 01 DEGREE 41 MINUTES 08 SECONDS EAST; 2) THENCE NORTH 00 DEGREES 41 MINUTES 05 SECONDS WEST, 109.04 FEET; 3) THENCE NORTH 03 DEGREES 21 MINUTES 52 SECONDS EAST, 102.39 FEET; 4) THENCE NORTHERLY, 333.69 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 3889.83 FEET AND A CHORD BEARING NORTH 05 DEGREES 26 MINUTES 56 SECONDS WEST; 5) THENCE NORTH 15 DEGREES 56 MINUTES 15 SECONDS WEST, 76.93 FEET; 6) THENCE NORTHERLY, 694.03 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 3879.83 FEET AND A CHORD BEARING NORTH 14 DEGREES 09 MINUTES 21 SECONDS WEST; THENCE NORTH 70 DEGREES 14 MINUTES 06 SECONDS EAST, 823.72 FEET; THENCE SOUTH 19 DEGREES 21 MINUTES 55 SECONDS EAST, 654.09 FEET; THENCE SOUTHERLY, 122.02 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 230.00 FEET AND A CHORD BEARING SOUTH 34 DEGREES 33 MINUTES 47 SECONDS EAST; THENCE SOUTH 49 DEGREES 45 MINUTES 39 SECONDS EAST, 437.09 FEET; THENCE SOUTH 33 DEGREES 54 MINUTES 49 SECONDS WEST, 282.00 FEET; THENCE NORTH 52 DEGREES 48 MINUTES 19 SECONDS WEST, 573.32 FEET; THENCE SOUTH 33 DEGREES 54 MINUTES 49 SECONDS WEST, 441.01 FEET TO THE CENTERLINE OF MERRILL ROAD; THE FOLLOWING TWO COURSES ARE ALONG SAID CENTERLINE; 1) THENCE SOUTH 47 DEGREES 39 MINUTES 05 SECONDS EAST, 103.59 FEET; 2) THENCE SOUTH 54 DEGREES 03 MINUTES 27 SECONDS EAST, 562.63 FEET TO THE NORTHEASTERLY EXTENSION OF THE NORTHWEST LINE OF

AFOREMENTIONED LOT 3; THENCE SOUTH 35 DEGREES 54 MINUTES 08 SECONDS WEST, 471.87 FEET ALONG SAID NORTHEASTERLY EXTENSION AND NORTHWESTERLY LINE OF SAID LOT 3 TO THE POINT OF BEGINNING, IN KANE COUNTY ILLINOIS.

ZONE PARCEL 3-NORTH:

THAT PART OF THE NORTHEAST CORNER OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 7 AND THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 3 IN UNIT NO. 1-OAKCREST, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SAID SECTION 5 ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 13, 1964 AS DOCUMENT 1034810; THENCE SOUTH 89 DEGREES 07 MINUTES 36 SECONDS WEST, 585.86 FEET TO THE EASTERLY LINE OF ILLINOIS ROUTE 47 AS DEPICTED ON A PLAT OF HIGHWAYS RECORDED AS DOCUMENT 1172190; THE FOLLOWING EIGHT COURSES ARE ALONG SAID EASTERLY LINE; 1) THENCE NORTHERLY, 475.73 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 8327.84 FEET AND A CHORD BEARING NORTH 01 DEGREE 41 MINUTES 08 SECONDS EAST; 2) THENCE NORTH 00 DEGREES 41 MINUTES 05 SECONDS WEST, 109.04 FEET; 3) THENCE NORTH 03 DEGREES 21 MINUTES 52 SECONDS EAST, 102.39 FEET; 4) THENCE NORTHERLY, 333.69 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 3889.83 FEET AND A CHORD BEARING NORTH 05 DEGREES 26 MINUTES 56 SECONDS WEST; 5) THENCE NORTH 15 DEGREES 56 MINUTES 15 SECONDS WEST, 76.93 FEET; 6) THENCE NORTHERLY, 694.03 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 3879.83 FEET AND A CHORD BEARING NORTH 14 DEGREES 09 MINUTES 21 SECONDS WEST TO THE POINT OF BEGINNING; 7) THENCE CONTINUING NORTHWESTERLY, 521.68 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 3879.83 FEET AND A CHORD BEARING NORTH 23 DEGREES 07 MINUTES 57 SECONDS WEST; 8) THENCE NORTH 25 DEGREES 28 MINUTES 49 SECONDS WEST, 147.06 FEET; THENCE NORTH 63 DEGREES 18 MINUTES 38 SECONDS EAST, 296.07 FEET; THENCE SOUTHEASTERLY, 764.38 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 450.00 FEET AND A CHORD BEARING SOUTH 68 DEGREES 01 MINUTE 39 SECONDS EAST; THENCE SOUTH 19 DEGEES 45 MINUTES 54 SECONDS EAST, 252.55 FEET; THENCE SOUTH 70 DEGREES 14 MINUTES 06 SECONDS WEST, 752.89 FEET TO THE POINT OF BEGINNING, IN KANE COUNTY ILLINOIS.

ZONE PARCEL 4:

THAT PART OF THE SOUTH HALF OF SECTION 29, THE NORTH HALF OF SECTION 32 AND THE NORTHWEST QUARTER OF SECTION 33, ALL IN TOWNSHIP 39 NORTH,

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RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 29; THENCE SOUTH ALONG THE NORTH-SOUTH LINE OF SAID SECTION 20, A DISTANCE OF 366.30 FEET TO THE SOUTHWEST CORNER OF A TRACT DESCRIBED IN A DEED RECORDED AS DOCUMENT 2001K029336 FOR A POINT OF BEGINNING; THENCE SOUTH 68 DEGREES 17 MINUTES 52 SECONDS EAST, 1955.09 FEET; THENCE SOUTH 12 DEGREES 33 MINUTES 48 SECONDS WEST, 273.19 FEET; THENCE SOUTH 12 DEGREES 18 MINUTES 48 SECONDS WEST, 1331.04 FEET; THENCE SOUTH 11 DEGREES 48 MINUTES 48 SECONDS WEST, 291.56 FEET TO THE CENTERLINE OF SEAVEY ROAD; THENCE SOUTH 84 DEGREES 45 MINUTES 06 SECONDS EAST, 1898.36 FEET ALONG SAID CENTERLINE; THENCE SOUTH 61 DEGREES 29 MINUTES 30 SECONDS EAST, 274.10 FEET; THENCE SOUTH 28 DEGREES 21 MINUTES 39 SECONDS WEST, 2296.81 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32; THENCE SOUTH 89 DEGREES 19 MINUTES 42 SECONDS WEST, 162.28 FEET ALONG SAID SOUTH LINE TO THE NORTHEASTERLY LINE OF PARCEL E8-28B ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY BY PROCEEDING OUTLINED IN CASE NUMBER 71-ED-7077 IN THE CIRCUIT COURT OF KANE COUNTY, ILLINOIS; THE FOLLOWING FIVE COURSES ARE ALONG SAID NORTHEASTERLY LINE; 1) THENCE NORTH 54 DEGREES 12 MINUTES 42 SECONDS WEST, 371.45 FEET; 2) THENCE NORTHWESTERLY, 194.73 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 2989.79 FEET AND A CHORD BEARING NORTH 56 DEGREES 04 MINUTES 39 SECONDS WEST; 3) THENCE NORTH 57 DEGREES 56 MINUTES 37 SECONDS WEST, 490.70 FEET; 4) THENCE NORTH 68 DEGREES 34 MINUTES 48 SECONDS WEST, 877.13 FEET; 5) THENCE NORTH 65 DEGREES 46 MINUTES 04 SECONDS WEST, 995.22 FEET TO THE SOUTHEAST CORNER OF PARCEL NO. E-8-18-001 AS DESCRIBED IN QUIT CLAIM DEED RECORDED AS DOCUMENT 2018K057461; THE FOLLOWING TWO COURSES ARE ALONG THE NORTHERLY LINE OF SAID TRACT: 1) THENCE NORTH 40 DEGREES 12 MINUTES 22 SECONDS WEST, 5.22 FEET; 2) THENCE NORTHWESTERLY, 240.13 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 575.00 FEET AND A CHORD BEARING NORTH 52 DEGREES 10 MINUTES 11 SECONDS WEST; THENCE NORTH 21 DEGREES 15 MINUTES 29 SECONDS WEST, 394.29 FEET; THENCE NORTH 09 DEGREES 35 MINUTES 15 SECONDS WEST, 683.25 FEET TO THE CENTERLINE OF SEAVEY ROAD; THENCE SOUTH 85 DEGREES 17 MINUTES 36 SECONDS EAST, 393.53 FEET ALONG SAID CENTERLINE; THENCE NORTH 04 DEGREES 42 MINUTES 24 SECONDS EAST, 964.35 FEET; THENCE NORTH 81 DEGREES 08 MINUTES 10 SECONDS WEST, 191.51 FEET; THENCE NORTH 08 DEGREES 51 MINUTES 50 SECONDS EAST, 514.78 FEET; THENCE NORTH 14 DEGREES 20 MINUTES 19 SECONDS EAST, 1017.33 FEET; THENCE SOUTH 69 DEGREES 00 MINUTES 36 SECONDS EAST, 156.76 FEET TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

ZONE PARCEL 5-EAST:

THAT PART OF THE SOUTH HALF OF SECTION 29 AND THE NORTH HALF OF SECTION 32, BOTH IN TOWNSHIP 39 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 29; THENCE SOUTH ALONG THE NORTH-SOUTH LINE OF SAID SECTION 20, A DISTANCE OF 366.30 FEET TO THE NORTH LINE OF A TRACT DESCRIBED IN A DEED RECORDED AS DOCUMENT 2001K029336; THENCE NORTH 69 DEGREES 00 MINUTES 36 SECONDS WEST, 156.76 FEET; THENCE SOUTH 14 DEGREES 20 MINUTES 19 SECONDS WEST, 1017.33 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 08 DEGREES 51 MINUTES 50 SECONDS WEST, 514.78 FEET; THENCE SOUTH 81 DEGREES 08 MINUTES 10 SECONDS EAST, 191.51 FEET; THENCE SOUTH 04 DEGREES 42 MINUTES 24 SECONDS WEST, 964.35 FEET TO THE CENTERLINE OF SEAVEY ROAD; THENCE NORTH 85 DEGREES 17 MINUTES 36 SECONDS WEST, 393.53 FEET; THENCE SOUTH 09 DEGREES 35 MINUTES 15 SECONDS EAST, 683.25 FEET; THENCE SOUTH 21 DEGREES 15 MINUTES 29 SECONDS EAST, 394.29 FEET TO THE NORTHERLY LINE OF PARCEL NO. E-8-18-001 AS DESCRIBED IN QUIT CLAIM DEED RECORDED AS DOCUMENT 2018K057461; THE FOLLOWING TWO COURSES ARE ALONG SAID NORTHERLY LINE; 1) THENCE WESTERLY 217.38 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 575.00 FEET AND A CHORD BEARING NORTH 74 DEGREES 57 MINUTES 51 SECONDS WEST; 2) THENCE NORTH 85 DEGREES 47 MINUTES 41 SECONDS WEST, 250.13 FEET TO A POINT ON THE EAST LINE OF PARCEL E8-28.3 ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY BY PROCEEDING OUTLINED IN CASE NUMBER 71-ED-7077 IN THE CIRCUIT COURT OF KANE COUNTY, ILLINOIS; THE FOLLOWING TWO COURSES ARE ALONG THE EASTERLY LINE OF SAID PARCEL E8-28.3; 1) THENCE NORTH 21 DEGREES 15 MINUTES 29 SECOND WEST, 199.72 FEET; 2) THENCE NORTH 09 DEGREES 35 MINUTES 15 SECONDS WEST, 826.04 FEET TO THE CENTERLINE OF AFOREMENTIONED SEAVEY ROAD; THENCE SOUTH 85 DEGREES 17 MINUTES 36 SECONDS EAST, 216.88 FEET; THENCE NORTH 04 DEGREES 42 MINUTES 24 SECONDS EAST, 33.00 FEET; THENCE NORTH 77 DEGREES 30 MINUTES 30 SECONDS WEST, 234.68 FEET; THENCE NORTH 06 DEGREES 20 MINUTES 24 SECONDS WEST, 145.44 FEET; THENCE NORTH 10 DEGREES 53 MINUTES 12 SECONDS WEST, 147.37 FEET; THENCE NORTH 02 DEGREES 42 MINUTES 08 SECONDS EAST, 287.71 FEET; THENCE NORTHERLY, 45.33 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1870.08 FEET AND A CHORD BEARING NORTH 10 DEGREES 37 MINUTES 54 SECONDS EAST; THENCE NORTH 11 DEGREES 19 MINUTES 34 SECONDS EAST, 612.74 FEET; THENCE NORTH 23 DEGREES 43 MINUTES 23 SECONDS EAST, 127.64 FEET; THENCE NORTH 31 DEGREES 02 MINUTES 48 SECONDS EAST, 154.30 FEET; THENCE SOUTH 79 DEGREES 22 MINUTES 50 SECONDS EAST, 563.45 FEET TO THE



POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

ZONE PARCEL 5-WEST:

THAT PART OF SECTION 29, 30, 31 AND 32 TOWNSHIP 39 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

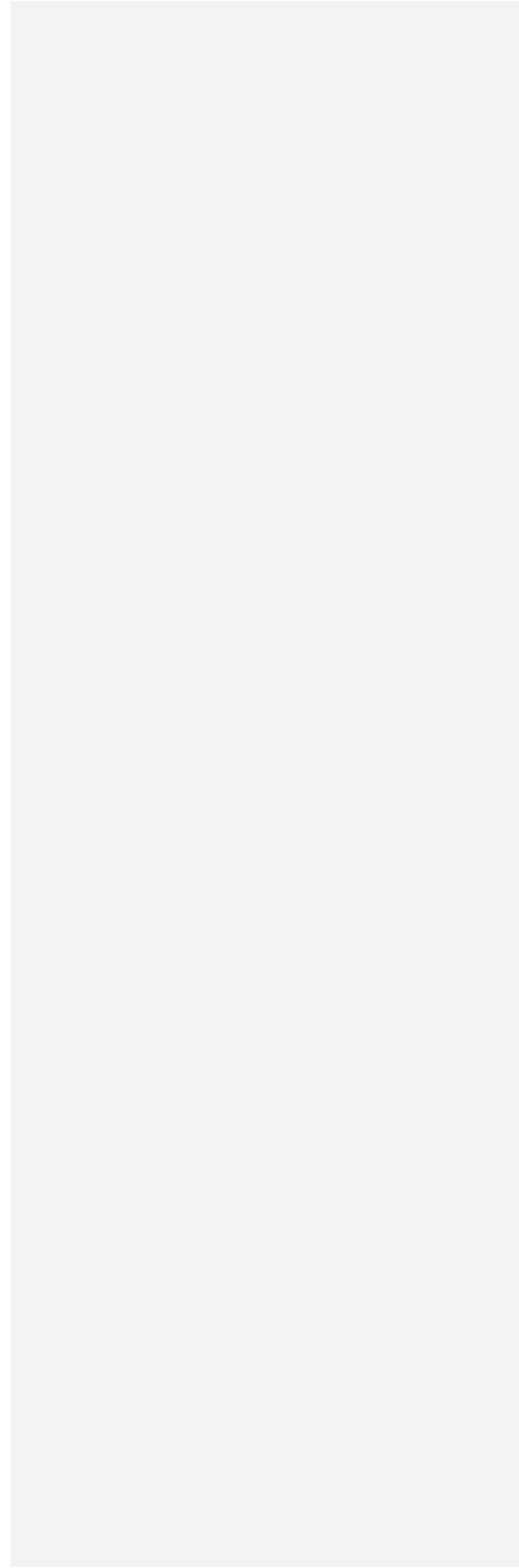
COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 31; THENCE NORTH 80 DEGREES 32 MINUTES 02 SECONDS EAST 220.22 FEET; THENCE NORTH 86 DEGREES 55 MINUTES 13 SECONDS EAST 1463.92 FEET; THENCE NORTH 86 DEGREES 55 MINUTES 14 SECONDS EAST, 175.00 FEET; THENCE SOUTH 77 DEGREES 24 MINUTES 25 SECONDS EAST, 266.14 FEET TO THE CENTERLINE OF SEAVEY ROAD; THENCE SOUTH 86 DEGREES 54 MINUTES 29 SECONDS EAST, 184.98 FEET ALONG SAID CENTERLINE TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 86 DEGREES 54 MINUTES 29 SECONDS EAST, 1723.08 FEET ALONG SAID CENTERLINE TO THE NORTHWEST CORNER OF A TRACT OF LAND KNOWN AS PARCEL E8-28.2 ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY BY PROCEEDINGS OUTLINED IN CASE NO. 71-ED-7077 IN THE CIRCUIT COURT OF KANE COUNTY, ILLINOIS; THENCE SOUTH 06 DEGREES 54 MINUTES 54 SECONDS EAST, 1165.88 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL E8-28.2, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF PARCEL E8-28A PER SAID CASE 71-ED-7077; THE FOLLOWING FOUR COURSES ARE ALONG THE SAID NORTHERLY LINE; 1) THENCE SOUTH 83 DEGREES 24 MINUTES 20 SECONDS WEST, 669.96 FEET; 2) THENCE NORTH 62 DEGREES 24 MINUTES 06 SECONDS WEST, 845.31 FEET; 3) THENCE NORTH 36 DEGREES 34 MINUTES 45 SECONDS WEST, 711.99 FEET; 4) THENCE NORTH 30 DEGREES 40 MINUTES 15 SECONDS WEST, 74.83 FEET; THENCE NORTH 03 DEGREES 05 MINUTES 31 SECONDS EAST, 300.00 FEET TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

**Property Index Numbers:**

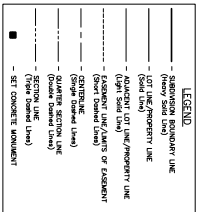
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11-29-400-006	11-32-328-004	14-04-100-023
11-29-400-007	11-32-328-007	14-04-100-024
11-30-477-004	11-32-426-004	14-04-100-026
11-31-200-016	11-32-426-006	14-04-100-028
11-31-200-017	11-32-426-009	14-04-100-030
11-32-100-005	11-33-100-014	14-04-100-032
11-32-100-021	11-33-100-015	14-04-200-004
11-32-100-022	11-33-300-003	14-04-200-019
11-32-100-023	11-33-300-007	14-05-200-028
11-32-100-025	11-33-400-012	14-05-200-041
11-32-200-001	14-04-100-001	

*Exhibit B*

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LINE	MEASURED			UNE DATA			RECORD		
	DATE	TIME	VALUE	DATE	TIME	VALUE	DATE	TIME	VALUE
L1	N 0802:02 W		146.44	N/A		N/A	N/A		N/A
L2	N 1053:12 W		147.37	N/A		N/A	N/A		N/A
L3	N 0242:08 E		282.71	N/A		N/A	N/A		N/A
L4	N 0242:08 E		282.71	N/A		N/A	N/A		N/A
L5	N 2343:23 E		122.64	N/A		N/A	N/A		N/A
L6	N 1002:48 E		154.80	N/A		N/A	N/A		N/A
L7	S 0624:02 E		146.87	N/A		N/A	N/A		N/A
L8	N 3034:45 W		71.99	N/A		N/A	N/A		N/A
L9	N 0935:15 W		68.25	N/A		N/A	N/A		N/A
L10	N 0935:15 W		68.25	N/A		N/A	N/A		N/A
L11	N 0212:02 E		25.22	N/A		N/A	N/A		N/A
L12	N 0212:02 E		25.22	N/A		N/A	N/A		N/A
L13	N 0919:42 W		162.28	N/A		N/A	N/A		N/A
L14	N 0412:42 W		37.45	N/A		N/A	N/A		N/A
L15	N 0654:42 W		87.13	N/A		N/A	N/A		N/A
L16	N 65:44 W		87.13	N/A		N/A	N/A		N/A
L17	N 1015:02 W		196.72	N/A		N/A	N/A		N/A
L18	N 0935:15 W		68.24	N/A		N/A	N/A		N/A
L19	N 0935:15 W		68.24	N/A		N/A	N/A		N/A
L20	N 0412:42 E		33.07	N/A		N/A	N/A		N/A
L21	N 77:00 W		234.64	N/A		N/A	N/A		N/A
L22	N 77:00 W		234.64	N/A		N/A	N/A		N/A
L23	N 0807:54 W		92.22	N/A		N/A	N/A		N/A
L24	N 0807:54 W		92.22	N/A		N/A	N/A		N/A
L25	N 55:44 W		61.97	N/A		N/A	N/A		N/A
L26	N 55:44 W		61.97	N/A		N/A	N/A		N/A
L27	N 0038:30 W		39.78	N/A		N/A	N/A		N/A
L28	N 0038:30 W		39.78	N/A		N/A	N/A		N/A
L29	N 0851:30 W		254.27	N/A		N/A	N/A		N/A
L30	N 0851:30 W		254.27	N/A		N/A	N/A		N/A
L31	N 0659:05 E		199.43	N/A		N/A	N/A		N/A
L32	N 0659:05 E		199.43	N/A		N/A	N/A		N/A
L33	N 3846:21 E		68.47	N/A		N/A	N/A		N/A
L34	N 61:18 W		298.07	N/A		N/A	N/A		N/A
L35	N 61:18 W		298.07	N/A		N/A	N/A		N/A
L36	S 0517:05 E		393.53	N/A		N/A	N/A		N/A
L37	N 7014:06 W		752.89	N/A		N/A	N/A		N/A
L38	N 7014:06 W		752.89	N/A		N/A	N/A		N/A
L39	S 3354:49 W		283.07	N/A		N/A	N/A		N/A
L40	S 3354:49 W		283.07	N/A		N/A	N/A		N/A
L41	N 5246:42 W		212.57	N/A		N/A	N/A		N/A
L42	N 5246:42 W		212.57	N/A		N/A	N/A		N/A
L43	S 4445:39 E		431.09	N/A		N/A	N/A		N/A
L44	S 4445:39 E		431.09	N/A		N/A	N/A		N/A
L45	S 4739:02 E		103.59	N/A		N/A	N/A		N/A
L46	S 5403:27 E		86.83	N/A		N/A	N/A		N/A
L47	S 5403:27 E		86.83	N/A		N/A	N/A		N/A
L48	N 8108:07 W		19.51	N/A		N/A	N/A		N/A
L49	N 3354:49 E		722.04	N/A		N/A	N/A		N/A
L50	N 3354:49 E		722.04	N/A		N/A	N/A		N/A
L51	N 7014:06 W		763.31	N/A		N/A	N/A		N/A
L52	N 7014:06 W		763.31	N/A		N/A	N/A		N/A
L53	N 5403:27 W		148.58	N/A		N/A	N/A		N/A
L54	N 5403:27 W		148.58	N/A		N/A	N/A		N/A
L55	N 5403:27 W		148.58	N/A		N/A	N/A		N/A



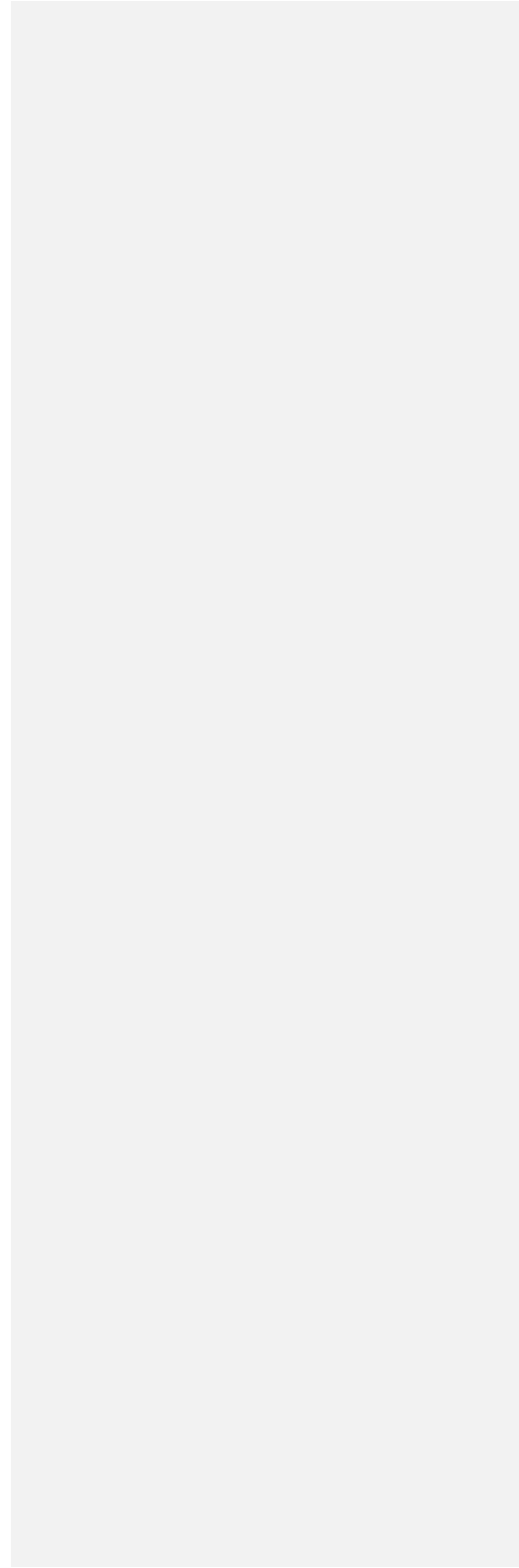
500 250 0 500

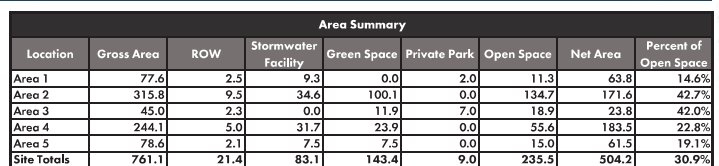
SCALE: 1 INCH = 500 FEET

**CEMCON, Ltd.**  
PREPARED BY:  
Consulting Engineers, Joint Surveyors & Planners  
10000 17th Avenue, Suite 200, Denver, CO 80202  
650.202.9875 Fax: 650.286.2189  
E-mail: codd@cemcon.com Website: www.cemcon.com  
DRAW BY: 446210 FILE NAME: ZONING EXHIBIT  
DATE: 01/01/2003 JOB NO.: N/A  
REVISION: 10-19-23/24/SAR PER CLIENT REVIEW  
REVISION: 01-09-23/24/SAR PER CLIENT REVIEW  
REVISION: 07-31-24/24/SAR PER CLIENT REVIEW  
REVISION: 03-13-24/24/SAR PER CLIENT REVIEW  
REVISION: 07-24-24/24/SAR PER CLIENT REVIEW

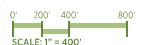
*Exhibit C*

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**EXHIBIT C: CONCEPT PLAN**  
 JULY 2024







Park and roadway names provided herein are provided for reference purposes and are subject to change. This plan is conceptual and subject to change. Neither Sugar Grove LLC nor any of its affiliates makes any representation or warranty, express or implied, as to its accuracy or completeness.

Exhibit D

Total TIF Budget - All Phases	
TIF Formation Costs	\$ 200,000
Mass Earthwork and Drainage Improvements	\$ 26,202,388
Community Parks, Paths, Enhanced Landscaping/Hardscaping	\$ 8,680,000
Merrill Road	\$ 1,234,233
Denny Road	\$ 8,049,548
Route 47	\$ 16,059,542
Seavey Road	\$ 11,961,322
Town Center Roads and Utilities	\$ 2,066,954
Water System Improvements - Distribution Mains	\$ 11,067,469
Water System Improvements - 750,000 Gal Tank	\$ 5,976,880
Water System Improvements - PRV/BP	\$ 1,719,955
Sanitary Sewer - Collection	\$ 1,775,988
<b>Subtotal Costs =</b>	<b>\$ 94,994,279</b>
Project Contingency	\$ 14,219,142
<b>Total Estimated TIF Budget =</b>	<b>\$ 109,213,421</b>



*Exhibit E*

**CONCEPT VILLAGE GREEN AND VILLAGE PARK PLANS**

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**CONCEPT VILLAGE GREEN AND VILLAGE PARK PLANS**





## Example Stage





## Example Playground



Example Splash Pad





Exhibit G

REGISTERED	PRINCIPAL AMOUNT
NO. R-	\$

NOTE

VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS  
SPECIAL TAX INCREMENT REVENUE NOTE

I-88 and IL-47 Redevelopment Project Area

Amt.

**THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE. ACCORDINGLY, THIS NOTE MAY BE SOLD OR OTHERWISE TRANSFERRED ONLY IN TRANSACTIONS IN WHICH THIS NOTE IS REGISTERED UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS, OR IN TRANSACTIONS IN WHICH THIS NOTE IS EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS. THE VILLAGE HAS NOT UNDERTAKEN ANY OBLIGATION TO CAUSE THIS NOTE TO BE REGISTERED UNDER THE SECURITIES ACT OR APPLICABLE STATE SECURITIES LAWS, OR TO COMPLY WITH ANY EXCEPTION THAT MAY BE AVAILABLE UNDER THE SECURITIES ACT OR APPLICABLE STATE SECURITIES LAWS. THE REGISTERED OWNER OF THIS NOTE AGREES THAT ANY TRANSFER OF THIS NOTE WILL BE IN ACCORDANCE WITH THE PROVISIONS OF THE REDEVELOPMENT AGREEMENT AND ALL ORDINANCES OF THE VILLAGE AUTHORIZING THE ISSUANCE OF THIS NOTE.**

Registered Owner:

Interest Rate:

Issue Date: , 202\_\_

Maturity Date:

**WHEREAS**, pursuant to its powers and in accordance with the requirements of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, (the "*TIF Act*"), the ~~Mayor~~**President** and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois (the "*Corporate Authorities*") pursuant to Ordinance Nos. \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ adopted on \_\_\_\_\_, 2024 designated a Redevelopment Project Area and approved an Eligibility Report and Redevelopment Plan and Project for the redevelopment of the Redevelopment Project Area known as the I-88 and IL-47 Redevelopment Project Area and adopted the TIF Act as applicable to the Redevelopment Project Area; and,

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**WHEREAS**, on \_\_\_\_\_, 2024, the Corporate Authorities approved a certain Redevelopment Agreement (the “*Redevelopment Agreement*”) with Sugar Grove LLC, an Illinois limited liability company (the “*Developer*” or the “*Owner*”) the terms and provisions of which are incorporated herein by reference, pertaining to the development of certain property, legally described therein (the “*Subject Property*” or the “*Property*”), which ~~Development~~Redevelopment Agreement ~~provided~~provides for the reimbursement to the Developer of certain “Eligible Redevelopment Project Costs” as defined by the TIF Act, to be incurred by the Developer in connection with the development of the Subject Property (the “*Project*”); and,

**WHEREAS**, pursuant to Article V of the Redevelopment Agreement, the Village is obligated to reimburse the Developer for ~~eligible~~Eligible Redevelopment Project Costs from Incremental Taxes both of which are limited by the terms of the ~~Development~~Redevelopment Agreement. The Village has agreed to issue this Note with interest at the rate of \_\_\_\_\_ Percent (\_\_\_\_ %) per annum on the amount hereinabove stated as hereinafter set forth.

NOW, **THEREFORE**, the Village, by and through the Corporate Authorities, covenants and agrees as follows:

1. *Incorporation of recitals and definitions of terms.* The foregoing recitals are incorporated into this Note as if they were fully set forth in this *Section 1*.

2. *Promise to pay.* The Village promises to pay to the order of the Developer or its successor as the holder of this Note (“*Holder*”), when and as provided in the ~~Development~~Redevelopment Agreement together with interest on the balance of such principal sum outstanding from time to time at the rate of \_\_\_\_\_ Percent (\_\_\_\_ %) per annum. Interest under this Note will be calculated on the basis of a 360-day year consisting of twelve 30-day months. Except as provided in Section 5.4(b) of the Redevelopment Agreement, payments and prepayments on account of the indebtedness evidenced by this Note shall be applied first, to accrued and unpaid interest on the principal balance of this Note and second to the payment of principal.

3. *Pledge of, and lien on, Incremental Taxes deposited in the Grove Subaccount, as defined in the ~~Development~~ Agreement.* ~~THIS NOTE SHALL BE PAYABLE SOLELY FROM PLEDGED FUNDS AS SET FORTH IN THE DEVELOPMENT AGREEMENT AND SUBJECT TO THE TERMS AND CONDITIONS OF SAID REDEVELOPMENT AGREEMENT.~~Redevelopment Agreement. THIS NOTE SHALL BE PAYABLE SOLELY FROM INCREMENTAL TAXES DEPOSITED INTO THE GROVE SUBACCOUNT (AS DEFINED IN THE REDEVELOPMENT AGREEMENT) FROM TIME TO TIME AND SUBJECT TO THE TERMS AND CONDITIONS OF SAID REDEVELOPMENT AGREEMENT. THIS NOTE SHALL NOT BE SECURED BY THE FULL FAITH AND CREDIT OF THE VILLAGE. THIS NOTE IS A SPECIAL LIMITED OBLIGATION OF THE VILLAGE, AND PRINCIPAL OF AND INTEREST ON THIS NOTE ARE PAYABLE SOLELY FROM INCREMENTAL TAXES DEPOSITED INTO THE GROVE SUBACCOUNT AFTER PAYMENT OF ALL OBLIGATIONS HAVING A PRIORITY OVER THIS NOTE, IF ANY. THE HOLDER OF THIS NOTE ACCEPTS THE RISK THAT THE AMOUNT OF INCREMENTAL TAXES DEPOSITED INTO THE GROVE SUBACCOUNT MAY NOT BE SUFFICIENT TO PAY THE PRINCIPAL OF OR INTEREST ON THIS NOTE. THIS NOTE

SHALL NOT BE DEEMED TO CONSTITUTE AN INDEBTEDNESS OR A LOAN AGAINST THE GENERAL TAXING POWERS OR CREDIT OF THE VILLAGE WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION. THE HOLDER OF THIS NOTE SHALL NOT HAVE THE RIGHT TO COMPEL ANY EXERCISE OF THE TAXING POWER OF THE VILLAGE, THE COUNTY OF KANE, THE STATE OF ILLINOIS OR ANY POLITICAL SUBDIVISION THEREOF TO PAY THE PRINCIPAL OF OR INTEREST ON THIS NOTE.

4. *Payments.* Payments on account of the indebtedness evidenced by this Note shall be made annually to the order of the Holder by check or wire transfer of lawful money of the United States of America, pursuant to instructions provided by the Holder in writing from time to time, until December 31, 2048 or twenty years from the date of issuance, whichever comes first.

5. *Limited obligation of the Village.* THIS NOTE IS NOT SECURED BY THE FULL FAITH AND CREDIT OF THE VILLAGE AND IS NOT PAYABLE OUT OF ANY FUND OF THE VILLAGE OTHER THAN AS SET FORTH IN THE DEVELOPMENTREDEVELOPMENT AGREEMENT. THIS NOTE CONSTITUTES A LIMITED OBLIGATION OF THE VILLAGE, AND ALL PAYMENTS DUE UNDER THIS NOTE SHALL BE PAYABLE SOLELY FROM THE GROVE SUBACCOUNT AS OBLIGATED IN THE DEVELOPMENTREDEVELOPMENT AGREEMENT AND SUBJECT TO THE TERMS AND CONDITIONS OF THE DEVELOPMENTREDEVELOPMENT AGREEMENT.

6. *Default.* If funds are available to make any payment required by this Note, and if the Village thereafter fails to make such payment, the Village shall be deemed to be in default under this Note. After any default, the Holder may bring an action at law or in equity in any court of competent jurisdiction to enforce payment of this Note, provided that the Holder shall have first given the Village notice of its intent to bring such action and thirty (30) days to cure any such default. Failure of the Holder to exercise its right to bring an action to remedy a default hereunder shall not constitute a waiver of its right to bring an action to remedy any subsequent default.

7. *Miscellaneous.*

(a) In any provision of this Note is found by a court of competent jurisdiction to be in violation of any applicable law, and if such court should declare such provision to be unlawful, void or unenforceable as written, then it is the intent of the Village and the Holder that such provisions shall be given full force and effect to the fullest possible extent that is legal, valid and enforceable, that the remainder of this Note shall be construed as if such unlawful, void or unenforceable provision was not contained herein, and that the rights, obligations and interests of the Village and the Holder shall continue in full force and effect.

(b) This Note may be freely assigned or pledged (including, without limitation, as collateral to any lender providing project financing) in compliance with applicable laws, (including, without limitation, the Securities Act and applicable state securities laws), provided, however, the Village makes no representation or warranty regarding the legality or validity of any such assignment or pledge of this Note.

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(c) Any notice, request, demand, instruction or other document to be given or served hereunder shall be addressed, delivered and deemed effective as provided in the ~~Development~~Redevelopment Agreement.

(d) The provisions of this Note shall not be deemed to amend the provisions of the ~~Development~~Redevelopment Agreement in any respect. To the extent of any conflict or inconsistency between the provisions of the ~~Development~~Redevelopment Agreement and the provisions of this Note, this Note shall in all instances supersede and control.

(e) It is hereby certified, recited and declared that all acts, conditions and things required to exist happen and be performed precedent to the issuance of this Note to exist, have happened, have been performed in due time, form and manner as required by law.

This Note is executed as of \_\_\_\_\_, 2024.

Village of Sugar Grove,  
~~an Kane County, Illinois municipal Corporation~~

By: \_\_\_\_\_  
Village President

Attest:

\_\_\_\_\_  
Village Clerk

#### CERTIFICATE OF AUTHENTICATION

This Note is the Note described in the ~~Development~~Redevelopment Agreement and is one of the ~~Development~~Developer's Notes of the I-88 and IL-47 Redevelopment Project Areas, of the Village of Sugar Grove, Kane County, Illinois.

FINANCE DIRECTOR OF THE VILLAGE OF  
SUGAR GROVE, ILLINOIS, as Note Registrar

By: \_\_\_\_\_  
Authorized Representative

Date: \_\_\_\_\_

Exhibit H

**Form of Request for Reimbursement**  
**REQUEST FOR REIMBURSEMENT**

Village of Sugar Grove  
Village Administrator  
160 S. Municipal Drive, Suite 110  
Sugar Grove, Illinois 60554

Re: ~~Development~~ **Redevelopment** Agreement, dated \_\_\_\_\_, 2024 (the  
"Agreement"), by and between the Village of Sugar Grove, Kane County, Illinois, ~~an~~  
~~Illinois municipal corporation~~ and Sugar Grove LLC (the "Developer")

Dear Sir:

You are requested to disburse funds from the Special Tax Allocation Fund pursuant to Article V of the ~~Development~~ Agreement described above in the amount(s) and for the purpose(s) set forth in this Request for Reimbursement. The terms used in this Request for Reimbursement shall have the meanings given to those terms in the ~~Development~~ Agreement.

1. Request for Reimbursement No.:
2. Amount ~~requested~~ to be Disbursed:
3. The amount requested to be disbursed pursuant to this Request for Reimbursement will be used to reimburse the Developer for those Redevelopment Project Costs for the Project as detailed in Schedule 1 attached to this Request for Reimbursement.
4. The undersigned certifies that:
  - (i) the amounts included in 2 above were made or incurred or financed and were necessary for the infrastructure project described in the ~~Development~~ Agreement and were made or incurred in accordance with the construction contracts, plans and specifications heretofore in effect;
  - (ii) the amounts paid or to be paid, as set forth in this Request for Reimbursement, represent a part of the funds due and payable for Redevelopment Project Costs;
  - (iii) the expenditures for which amounts are requisitioned represent eligible Redevelopment Project Costs described in ~~Development~~ the Agreement, have not been included in any previous Request for Reimbursement, have been properly recorded on the Developer's books and are set forth on the attached Schedule 1, with paid invoices, bill of sale, contractor's sworn statement attached for all sums for which reimbursement is requested;
  - (iv) the funds requisitioned are not greater than those necessary to meet obligations due to reimburse the Developer for Redevelopment Project Costs;
  - (v) the principal amount of Redevelopment Project Costs to be reimbursed in accordance with this Request for Reimbursement, together with all amounts reimbursed to the Developer pursuant to the Article V of the ~~Development~~ Agreement is not in excess of \$109,213,421.
  - (vi) the Developer is not in default under the Development Agreement and nothing has occurred to the knowledge of the Developer that would prevent the performance of its obligations under the ~~Development~~ Agreement.
5. Attached to this Request for Reimbursement is Schedule 1, together with copies of invoices, bills of sale, contractor's sworn statement and Mechanic's Lien Waivers covering all items for which reimbursement is being requested.

Sugar Grove LLC, ~~a Limited Liability Company~~ an

Illinois limited liability company

Date: \_\_\_\_\_

By: \_\_\_\_\_

APPROVED:

Village of Sugar Grove, ~~an~~Kane County, Illinois  
~~municipal Corporation~~

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

DRAFT