



Village of Maple Park

302 Willow Street ♦ P.O. Box 220 ♦ Maple Park, Illinois 60151

Village Hall: 815-827-3309

Website: <http://www.villageofmaplepark.org>

**BOARD OF TRUSTEES
COMMITTEE OF THE WHOLE AGENDA
TUESDAY, JUNE 21, 2022
MAPLE PARK CIVIC CENTER
302 WILLOW STREET, MAPLE PARK**

**IMMEDIATELY FOLLOWING THE SPECIAL
VILLAGE BOARD MEETING AT 7:00 P.M.**

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL/QUORUM ESTABLISHED**
- 4. PUBLIC COMMENTS** – *Any resident wishing to address the Board may do so according to the guidelines set forth in the “Rules for Public Comments at Public Meetings” handout. Please complete a speaker request form and submit it to the Village Clerk. You may also send an e-mail to villageclerk@villageofmaplepark.com in advance of the meeting. The Village Clerk will read such comments during the Public Comment portion of the meeting.*
- 5. OTHER BUSINESS**
 - A.** Lion’s Club Proposal – Donation and Installation of Parking Spaces at Washington Park
 - B.** Discussion on The Maples Development and the New Water Tower
- 6. INFRASTRUCTURE ITEMS**
- 7. PERSONNEL ITEMS**
- 8. FINANCE ITEMS**
- 9. VILLAGE ADMINISTRATOR REPORT**
- 10. VILLAGE PRESIDENT REPORT**
- 11. ADJOURNMENT**



Village of Maple Park

302 Willow Street ♦ P.O. Box 220 ♦ Maple Park, Illinois 60151


Village Hall: 815-827-3309

Fax: 815-827-4040

Website: <http://www.villageofmaplepark.com>

MEMORANDUM

TO: Village President and Board of Trustees

FROM: Village Administrator Dawn Wucki-Rossbach 

DATE: June 16, 2022

SUBJECT: **LIONS CLUB – DONATION AND INSTALLATION OF A PARKING AREA AT WASHINGTON PARK**

BACKGROUND

On July 7, 2020, the Village Board accepted the Lions Club donation of sidewalk at Washington Park. The sidewalk was installed and is in good condition.

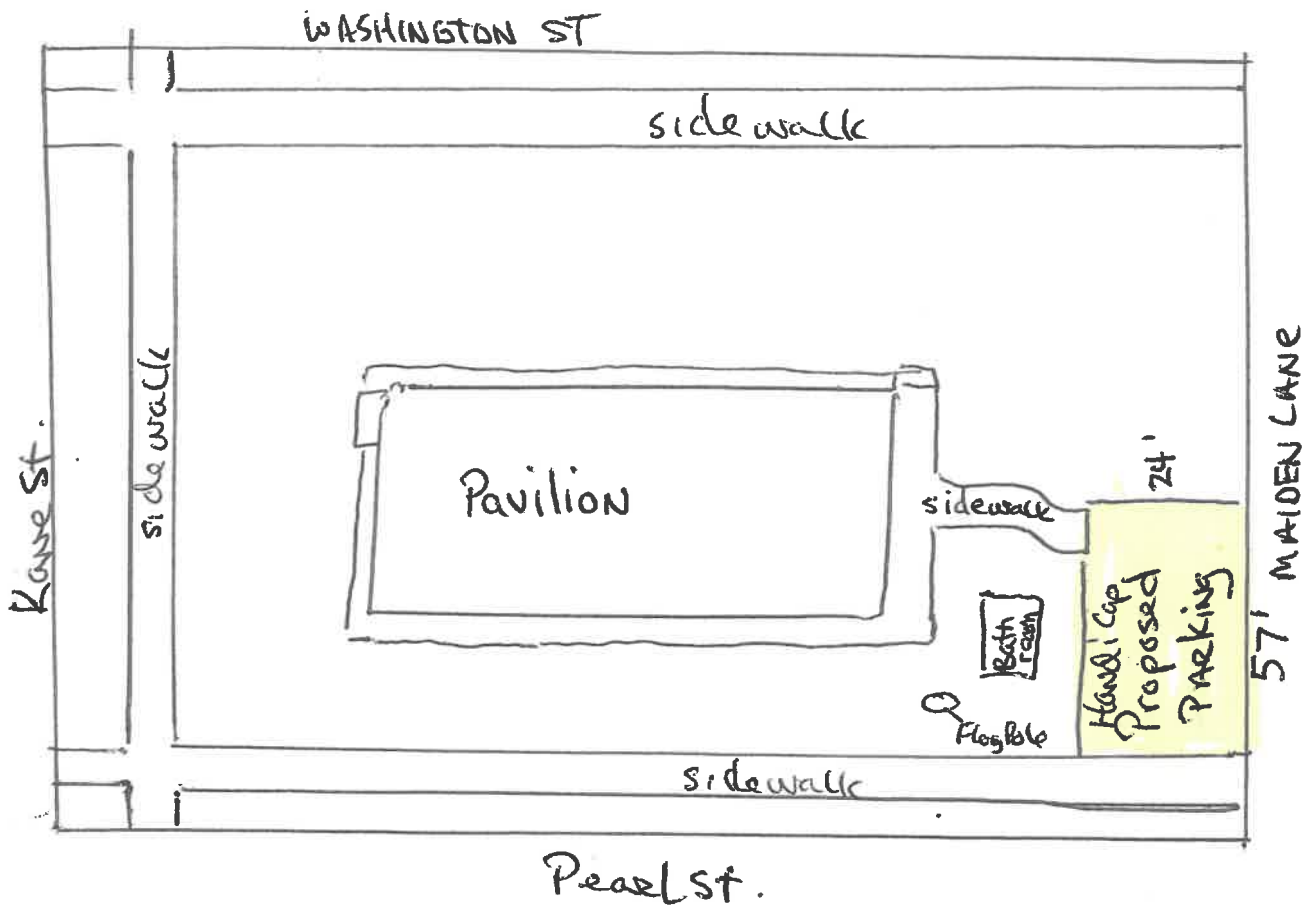
On June 16, 2022, Village Staff met with Mr. Steve Edwards, of the Maple Park Lions Club. The Lions Club would like to donate the installation of four (4) or five (5) parking spaces, including two (2) handicap parking spaces at Washington Park, see attached drawing. The Lions Club is also requesting, as they did with the sidewalk donation, that the Village waive the permit and inspection fees for the parking area. Staff thanked the Lions Club for their generous donation.

RECOMMENDATION

If the Committee of the Whole agrees that the donation is acceptable, Staff will include the donation on the July 5, 2022 Village Board Agenda. Assuming the Village Board accepts the donation, Staff will work with the Lions Club, their contractor and the Village Engineer to ensure that the parking area is installed per Village Code.

Attachment
06/17/22 Lions Club Parking Area Proposal

N ↑



LIONS Club propose a Handicap Parking Area. And The project will be funded by the LIONS Club.

Permit & Inspection fees Waived
6-16-22 LBE

RECEIVED

JUN 16 2022

VILLAGE OF MAPLE PARK



Village of Maple Park


302 Willow Street ♦ P.O. Box 220 ♦ Maple Park, Illinois 60151

Village Hall: 815-827-3309

Fax: 815-827-4040

Website: <http://www.villageofmaplepark.com>

MEMORANDUM

TO: Village President and Board of Trustees
FROM: Village Administrator Dawn Wucki-Rossbach 
DATE: June 16, 2022
SUBJECT: **THE MAPLES DEVELOPMENT – DISCUSSION ON DEVELOPMENT AGREEMENT AND THE NEW WATER TOWER**

BACKGROUND

The Village Board last discussed the Development Agreement for The Maples at the December 21, 2021 Committee of the Whole Meeting, see attached minutes.

A timetable for the water tower and The Maples development has been developed, see attached. The timetable for The Maples illustrates the development review steps that must be completed if the development is to be approved. Staff will run as much of the process concurrently as possible in order to keep the process moving. The timetables include review time and time for the Developer's Engineer to complete any modifications to their submission after the Planning and Zoning Commission and Village Board Meetings. Staff cannot control the time taken by the Developer's Engineer, but will work with them as much as needed.

The Developer's Engineer hopes to have the Concept Plan to the Village for Planning and Zoning Commission review the week of June 19, 2022.

The Village Engineer will be present at this Committee of the Whole to answer Commission Member questions regarding the water tower, water main and off-site improvements required of the Developer. This should assist in discussing the Development Agreement revisions proposed by Dr. Glasgow, for example, the 75/25 split in the cost of water main installation. Staff, including the Village Engineer, believe that the Developer should pay for their portion of the water main and that may not necessarily be a 75/25 split.

Based on recent discussion, the language regarding the uses permitted in the development should be discussed. The Committee should consider relaxing the language regarding the uses permitted in the development. Keep in mind that there are uses that require a Special Use Permit, such as a drive-through window, which will require additional review by the Planning and Zoning Commission and the Village Board and adjustments can be made to that phase of the development.

RECOMMENDATION

That the Committee of the Whole review and discuss revisions to the Development Agreement.

Attachments

Timetable for The Maples Development

Timetable for the Elevated Storage Tank

Minutes from the 12/21/21 Committee of the Whole Meeting

12/01/22 Memo to Committee of the Whole Regarding Developer Counterproposal

11/22/21 Counterproposal from The Maples Developer, with Village Attorney language changes

Village of Maple Park Timetable for The Maples Development
Southwest Corner of Route 38 and County Line Road
Tentative Timetable

The timetable is contingent upon time needed for engineering, planning and legal to review the proposed plans and agreements. It also allows time for the developer's engineer time to make adjustments to the plans based on recommendations from the Planning and Zoning Commission and the Village Board and for Dr. Glasgow to complete the TIF Application and the Village's TIF Consultant time to review and make a recommendation on the application and agreement.

The time for each phase of this development will increased or decreased based on timing generated by reviews and tasks in this process will be run simultaneously when practical. The timetable is aggressive.

| Description | | Date | Number of Days |
|------------------------------|---|----------|----------------|
| Development Agreement | Village Board discussion at COW Meeting | 06/21/22 | 1 |
| Concept Plan | Submit Plan to Village | 06/23/22 | 20 |
| | PZC Meeting | 07/13/22 | |
| | VB Development Agreement discussion w/Dr. Glasgow at COW Meeting | 07/19/22 | 6 |
| | Village Board Approval - Special VB Meeting | 07/19/22 | 7 |
| | Anticipated TIF Application Submitted by Dr. Glasgow | 07/26/22 | |
| | | | |
| Preliminary Plan** | Submit Plan to Village* | 07/26/23 | 21 |
| | VB Development Agreement discussion w/Dr. Glasgow at COW Meeting | 08/16/22 | |
| | Review of TIF Application and proposed TIF Agreement | 08/16/22 | 2 |
| | PZC Meeting | 08/18/22 | |
| | Village Board Approval of Preliminary Plan and finalize or approve Development Agreement | 09/06/22 | 20 |
| | | | |
| Final Plan** | Submit Plan to Village | 09/13/22 | 7 |
| | PZC Meeting | 09/29/22 | 16 |
| | Village Board Approval of Final Plan and TIF Development Agreement at Special Village Board Meeting | 10/18/22 | 19 |
| | Dr. Glasgow submits Quit Claim Deed to Village for water tower property | 10/28/22 | 10 |
| | | | |
| | | | 129 |

*Includes Kane County Engineering, off-site engineering, traffic counts, etc.

**Includes review by Village Engineer, Village Attorney, Fire Chief, School District, etc.

VILLAGE OF MAPLE PARK NEW ELEVATED WATER STORAGE TANK SCHEDULE

| Description | Estimated Number of Days | Total Budgeted | MP | CIP | Actual Cost | FY 2023 Budget Page | G/L Acct # | Notes | Bid/RFP/ Quote Let | Bid/RFP/ Quote Due | Bid/RFP/Q uote Awarded | Bid/RFP/Q uote Executed | Construction Begins | Project Completed | Invoice/Payroll/D ocumentation Received | Date Paid | Closed |
|---|--------------------------------|----------------|----|-----|----------------|------------------------------|------------|--|-----------------------|-----------------------|------------------------------|-------------------------------|------------------------|----------------------|---|--------------|--------|
| Engineering Design - Water Tower/Water Main | 30 | \$50,000.00 | | | | 28 | 13-00-5320 | | | | | 06/09/22 | | 08/18/22 | | | |
| Soil Borings | 14 | | | | | | | | | | | | | 10/28/22 | | | |
| Submittal to IEPA for Construction Permit | 7 | * | | | | | 13-00-5320 | Cannot complete until Village owns property | | | | | | 11/11/22 | | | |
| IEPA Review | 85 | * | | | | | 13-00-5320 | | | | | | | 02/03/23 | NA | NA | NA |
| Preparation of Bid Package | 7 | * | | | | | 13-00-5320 | | | | | | | 02/10/23 | | | |
| Bid Period | 60 | | | | | | | | 2/10/2023 | 4/11/2023 | 05/02/23 | 05/16/230 | | | NA | NA | NA |
| Tower and Main Construction Oversight | | | | | | | 13-00-5320 | | | | | | 05/22/23 | 05/21/24 | | | |
| Construction | 365 | \$1,824,000.00 | | | | | 13-11-8418 | Cost of tower and water main consturction is split between FY 2023 (\$912,000) and FY2024 (\$912,000). | | | | | 05/22/23 | 05/22/24 | | | |
| | 568 | | | | | | | | | | | | | | | | |

*Included in Engineering Design cost

13-00 TIF District Fund Expenditures

6. PERSONNEL ITEMS

There was no personnel update.

7. FINANCE ITEMS

A. Water Tower Financing

1. Municipal Advisor
2. Bond Counsel
3. Request for Proposal (RFP) Results

Village Administrator Dawn Wucki-Rossbach updated the Board on the Water Tower financing process and that the Village and The Economic Development Group, Ltd., had released a Request for Proposal (RFP) on the \$2.5 million dollar bond issue. The RFP was released so the Village could obtain a better picture of the cost involved with issuing bonds. Ms. Gwen Crawford, from The Economic Development Group, Ltd., joined the Committee of the Whole meeting via Zoom. Ms. Crawford then updated the Board on the roles of the Municipal Advisor, Bond Counsel, and the results of the RFP.

The Board is being asked to review and consider approving a Letter of Engagement with The Economic Development Group, Ltd. (EDG) to serve as the Village's Municipal Advisor on the bond issue via Resolution 2021-26. By approving the Letter of Engagement, the Board is formally authorizing EDG to assist the Village in preparing the RFP, which has already been completed; to review and analyze the results of the RFP and to assist the Village with the bond issue. The cost for this service is \$9,500.00 and will be rolled into the cost of the bond issue.

The Board is also being asked to review and consider approving a Letter of Engagement with ICE Miller, LLC. ICE Miller is a legal firm that EDG is recommending that the Village retain as Bond Counsel for the bond issue. By approving the Letter of Engagement, the Board will engage ICE Miller to advise whether or not the bond issue, whether a public offering or a private offering, has been legally issued. They will prepare all the proper documentation and ensure that the Village meets all laws. The cost for this service will be \$20,000.00 and will be rolled into the cost of the bond issue.

Ms. Crawford discussed the pros and cons of issuing the \$2.5 million through a public bond issue or a private offering. It appears that the private offering by Robert W. Baird & Co., Incorporated would be the most favorable to the Village in terms of interest, annual debt service payments, and TIF Funds available for other projects after the debt service payment has been made.

B. Water Tower Location - The Maples Development Agreement – Counterproposal Discussion

The Maples has sent back a counterproposal of The Maple Development Agreement. The Village Attorney reviewed the counterproposal and recommended some potential language

changes and raised a few questions the Village needs to answer prior to sending a response back to the Developer. The changes from our attorney are in the agenda packet.

The Board discussed assuming total control of the project, the Developer could be kept informed of the progress of the project. The Board also discussed tying any extension of the Developer's deadline for obtaining occupancy permits to the completion date identified in the water tower construction contract.

The Village Engineer had suggested that the Developer be required to provide preliminary engineering drawings of the new water main placement on their property. Once that has been completed, the Village could then determine if the Developer proposed 75/25 split was warranted. Staff will work to schedule a meeting with the Developers, their Engineer, the Village President, Village Administrator and Village Engineer in order to discuss the actual location of the tower so that the Developer's Engineer can begin to draw plans.

The Board is in agreement with the Village Administrator's recommendations to move forward with this Development Agreement.

8. VILLAGE ADMINISTRATOR REPORT

Village Administrator Dawn Wucki-Rossbach had no report for the Board.

9. VILLAGE PRESIDENT REPORT

Village President Suzanne Fahnestock had no report for the Board.

10. OTHER BUSINESS

A. Revisions to The Maples Development Agreement

The revisions were discussed above.

B. Special Events Ordinance and Additional Text Amendment Discussion

Village Administrator Dawn Wucki-Rossbach discussed the Facilities Rental form. The completion of the application forms, the waivers and insurance requirements are all best management practices. The Board discussed the process and the requirements. Village facilities, especially the Civic Center, are community buildings. The Board understands the need for the application, etc.; however, does not wish the process to become a deterrent for people utilizing the facility. The Board gave the Village President discretion to waive fees for facility rentals, insurance requirements, etc. in special circumstances; including, but not limited to, short turnaround time from the need to use a facility and the application being submitted or the need to use a facility for fifteen minutes to an hour's worth of time. Village Administrator Wucki-Rossbach will update the application language and bring it back to the Board for approval.



Village of Maple Park

302 Willow Street ♦ P.O. Box 220 ♦ Maple Park, Illinois 60151


Village Hall: 815-827-3309

Fax: 815-827-4040

Website: <http://www.villageofmaplepark.com>

MEMORANDUM

TO: Committee of the Whole and Village President and Board of Trustees

FROM: Village Administrator Dawn Wucki-Rossbach 

DATE: December 1, 2021

SUBJECT: DEVELOPER COUNTERPROPOSAL ON THE MAPLES DEVELOPMENT AGREEMENT

Background

The Village has been working through obtaining the one-half acre of property needed for the new water tower. The proposed location of this tower is in The Maples Development located at the south west corner of Route 38 and County Line Road. The tower would be located approximately 982' from the intersection. The Village sent a proposal to Dr. Stephen Glasgow and Mr. David Grant on November 12, 2021. On November 22, 2021, the Village received a counterproposal from the Developers. The counterproposal was sent to the Village Attorney for review. Attached is a copy of the counterproposal.

Staff asked that the Village Engineer consider the Developer's counterproposal of a 75/25% split in cost for water main installation and construction oversight, etc. Staff will discuss the proposal with the Engineer prior to the Committee of the Whole Meeting and bring forward a recommendation. The Village Attorney reviewed and provided additional language recommendations and points of discussion. Proposed Attorney changes are in red text.

Based on the Village Attorney's responses, Staff concurs with the proposed language changes. Staff will also, upon direction of the Village Board, discuss the following with the Developer in order to develop language that further defines the following:

1. Under Developer Obligations b. – Define co-supervise the project. The Village would want control of the project, including engineering, permitting and construction.
2. Under Village Obligations a. – Define delay by specifying a calendar count timeframe based on recommendation from Village Engineer in terms of design, permit review and potential construction delays.
3. Under Village Obligations c. – Add back in that the Village will oversee the project. Again, the Village would need to consider the 75/25 split in costs.

Recommendations

That the Village Board review and consider the concepts in the counterproposal on The Maples Development Agreement. That at the Special Meeting, immediately following the Committee of the Whole, that the Village Board direct Staff to:

1. Make language changes proposed by the Village Attorney.
2. State that the Village will oversee the installation of the offsite water main leading and connecting to the property.
3. That the Village Board consider a counterproposal on the 75/25 split regarding the cost of water main installation and one-half acre property acquisition for the water tower location.

Attachment

11/22/21 Counterproposal from The Maples Developer, with Village Attorney language changes and questions to be answered by Village

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as the “Agreement”) is made and effective on this ____ day of _____, 2021, by and between the VILLAGE OF MAPLE PARK (hereinafter referred to as the “Village”), and _____ (hereinafter referred to as the “Owner” or “Developer”). The Village or Owner/Developer may also be individually referred to herein as “Party” or any to or more thereof as “Parties.”

WHEREAS, the Owner is the owner of record of the real property (hereinafter referred to as the “Subject Property” or “Property”), which Property is known as “The Maples” and is described in the attached Exhibit A; and

WHEREAS, the Developer agrees to the development of the Subject Property pursuant to the terms and conditions hereinafter set forth; and

WHEREAS, in connection with the development, the Developer proposed, and the Village requested, that the Developer make certain improvements and additions to the sanitary sewer systems (the “Improvements”) at the cost of the Developer; and

WHEREAS, the Parties agree to continue the process of mutually beneficial communication, and Village requirements and approvals shall continue to be reasonable, lawful, timely, and not unreasonably withheld or delayed; and

WHEREAS, this Agreement relates to the Parties’ rights and obligations relating to the development upon the Subject Property; and

WHEREAS, the Developer agrees that the Subject Property be developed in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Village and the Developer have negotiated and voluntarily enter into an Agreement for the purpose of enabling the development of the Property; and

WHEREAS, in reliance upon the execution of this Agreement by the Village, and the performance by the Village of the undertakings hereinafter set forth to be performed by it, and the Parties are willing to undertake certain obligations as hereinafter set forth, and have or will have materially changed their positions in reliance upon the said Agreement and the undertakings contained herein; and

WHEREAS, it is the desire of the Parties hereto that the development of the Property proceed as expeditiously as may be convenient and be subject to the terms and conditions hereinafter contained.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and agreements herein contained, the Parties hereto agree as follows:

1. Developer Obligations. Subject to the contingencies set forth in Section __ of this Agreement, the Developer agrees that:

- a. ~~The Developer shall install offsite storm sewer and offsite water mains, as well as sanitary sewer pursuant to the plan attached hereto as Exhibit B.~~ **The Developer shall install offsite storm sewer and sanitary sewer pursuant to the plan attached hereto as Exhibit B and shall pay for the costs associated with these improvements.**
- b. ~~The Developer shall pay for all costs associated with the improvements.~~ **The Developer and Village shall install the offsite water main leading and connecting to the property and, install the 12" water main down along County Line Road to the water tower with access points at each developable lot. The Developer and the Village shall co-supervise the water main installation across Route 38 and along County Line Road and pay for the planning, permits, engineering, installation, etc. all associated costs at a rate of 25% for the Developer and 75% for the Village.**
- c. The Developer shall grant a 10' easement in the 30' setback off of the right-of-way on County Line Road to the Village.
- d. The Developer **and Village** shall submit a preliminary drawing illustrating how they **we** would move their **our** connection to the 12" water main from the intersection of Route 38 and County Line Road.
- e. The Developer shall provide estimated engineering, including P.E., needed for proposed businesses and apartments above those businesses, which may require a change in drawing, change in concept plan/final plan **to be reviewed and approved by the Village Engineer.**
- f. The Developer shall provide parking lot layouts to Kane County for development along County Line Road in order to obtain right-in-right-out access 500' from the intersection of Route 38 and County Line Road.

2. Village Obligations. The Village agrees that:

- a. ~~It will allocate 205 P.E. of sanitary load to the Developer for its sole use; provided, however, the Developer procure an occupancy permit for a commercial building on the subject premises on or before March 1, 2025, or Developer's right to this allocation of sanitary load shall be rendered null and void. The Village's issuance of an occupancy permit upon request of Developer shall not be unreasonably withheld. If there is a change in development of the Subject Property that requires additional P.E., the Village agrees to not unreasonably deny the possible allocation of additional P.E. for the Developer's sole use.~~ **for a commercial, mixed use, multi-family or light industrial building on the subject premises on or before December 31, 2026. Also, any delay in the water main extension project would extend this occupancy date out further.**
- b. It will allow for the use of a temporary road accessible from the Route 38 full access point as previously determined by the terms of a certain annexation agreement dated December 4, 2006, recorded as Document Number 2006022454. The temporary right of way shall extend 209 feet to the southwest of the southernly property line of the designated commercial lots located along Route 38 and shall be not less than twenty-two feet in width. The temporary roadway shall be comprised

Commented [JH1]: What does co-supervise mean? Who gets final say in the plans? Who hires the workers? I'd say if the Village is paying for most, then they get the approval powers.

Commented [JH2]: There needs to be more to this.....what kind of delay is allowable? If the occupancy date needs to be extended, that should probably be a separate agreement regarding a new deadline, not something open-ended like this. And who gets to approve that extension? It should at least be subject to Board approval.

of six inches of stone and four inches of bituminous pavement with ditch lines for drainage, with such construction being subject to the approval of the Village Engineer. Installation of the final roadway improvements shall be subject to the timing and specifications of the Illinois Department of Transportation.

- c. It will install water main improvements as detailed in the drawings attached hereto as Exhibit C.

i. It will bid the project, obtain IEPA permits and the Developer will pay for their portion of the water main.

ii. It will ~~oversee the construction of the water main in exchange for one-half acre of property located on the West side of County Line Road, approximately _____ feet from the intersection of Route 38 and County Line Road at the 872' elevation. The estimated value of construction oversight is 10% of the estimated cost of the Developer's water main or \$10,501.00.~~
It will pay for 75% of the water main across Route 83 and along County Line Road, provide access points to the 12" water main for other lots in exchange for one-half acre of property located at the west side of County Line Road.

Commented [JH3]: Then who is going to oversee the project? This needs to be clarified.

d. It will permit Developer to present the plans for the development in phases and will seek to accommodate minor modifications of plans submitted through administrative channels to the greatest extent possible, subject to and within the framework of the Maple Park zoning ordinance, its subdivision regulations, and all other relevant provisions of the Maple Park Village Code.

e. It will review, and not unreasonably withhold approval of, any Recapture Agreement submitted to it for approval associated with improvements completed and paid for by Developer which are for the benefit of other developers.

f. It will provide the Developer with a list of ~~businesses~~ **uses**, etc., ~~that it would accept in this development~~ **as per the Village Zoning Ordinance.**

3. **Contract Contingencies.** The parties' undertakings and obligations under this Agreement are contingent upon:

a. Final approval by the Village for The Maples Commercial Mixed Use Development. Such approval shall not be unreasonable withheld.

b. Final approval by the Illinois Environmental Protection agency, Illinois Department of Transportation, Kane County Department of Transportation, and other regulatory agencies.

c. Approval by the Illinois Environmental Protection Agency or other regulatory agency, if necessary, of the Village's disposition of sanitary load to Developer.

4. **Enforcement.** In any action to enforce this Agreement, the non-defaulting party shall be entitled to an award of all reasonable attorneys' fees incurred in connection with such action.

5. **Amendments.** If, from time to time during the term of this Agreement, the provisions of any existing ordinances, codes, rules, or regulations are amended or modified so as to impose requirements upon the construction of the Subject Property, or the construction of dwelling units or other improvements thereon or in connection therewith, which are more

stringent than those existing as of the Effective Date, such amendment or modification shall be effective as applied to the Subject Property.

6. Term. This Agreement shall be binding upon and inure to the benefit of the Parties, the successors to the Owners, and any successor municipal authorities of the Village and successor municipalities for a period of twenty (20) years, commencing with the Effective Date of this Agreement, and for whatever additional period of time agreed to by the Parties in writing. In the event the zoning of the Subject Property or the execution and delivery of this Agreement is challenged either directly or indirectly in any court proceeding which shall delay the construction of the Development, the period during which such litigation is pending, to the extent permitted by law, shall not be included in calculating such twenty (20) year sum.
7. Compliance with Applicable Ordinances. The Parties agree to comply with all ordinances of the Village in effect at the time of actual physical development of the Property unless expressly waived or varied in this Agreement or pursuant thereto. All new ordinances adopted after the date of the Agreement shall, except as inconsistent with the terms of this Agreement, be applied without prior written agreement of the Parties, and shall be equally applicable to all property similarly situated within the Village boundaries.
8. Binding Effect of Agreement: Recording. This Agreement shall inure to the benefit of and be binding upon successors of the Developer and their respective successors, grantees, lessees, and assigns, and upon successor corporate authorities of the Village and shall constitute a covenant running with the land. This Agreement may be assigned without the Village's prior written approval, and upon said assignment and acceptance by an assignee, the assignor shall have no further obligations hereunder. If a portion of the Subject Property is sold, the seller shall be deemed to have assigned to the purchaser any and all rights and obligations the seller may have under this Agreement which affect the portion of the Property sold or conveyed and thereafter the seller shall have no further obligations under this Agreement as it relates to the portion of the Subject Property conveyed.

Within thirty (30) days after the execution hereof, the text of this Agreement shall be recorded at the sole cost and expense of the Developer in the Office of the Recorder of DeKalb County, Illinois.

9. Supersession of Agreement. Except as otherwise expressly provided, this Agreement supersedes all prior agreements, negotiations, and attachments, and is a full integration of the entire agreement of the Parties and may not be amended except by further written agreement duly authorized by the Corporate Authorities.
10. Conflicts. In the event of any conflict or inconsistency between the terms and provisions of this Agreement and any existing or hereafter adopted ordinances, codes, or regulations, or regulations of the Village, the terms and provisions of this Agreement shall supersede and control.

11. Time of the Essence. It is understood and agreed by the Parties hereto that time is of the essence of this Agreement, and that all Parties will make every reasonable effort to expedite the subject matter hereof. It is further understood and agreed by the Parties that all the successful consummation of this Agreement requires the continued cooperation of all Parties.
12. Notices. All notices or other writings which any party is required to, or may wish to, serve upon any other party in connection with this Agreement shall be in writing and shall be delivered personally or sent by certified or registered mail, return receipt requested, postage prepaid, to the following addressing:

If to the Village: Village of Maple Park
 c/o Mayor
 302 Willow Street
 P.O. Box 220
 Maple Park, Illinois 60151

With a copy to: Foster Buick
 2040 Aberdeen Court
 Sycamore, IL 60178

If to Owner:

13. Remedies. Any party to this Agreement may, either in law or equity, by suit, action, mandamus, or other proceedings, enforce or compel performance of this Agreement. No action taken by any party hereto pursuant to the provisions of this Section or pursuant to the provisions of any other Section of this Agreement shall be deemed to constitute an election of remedies, and all remedies set forth in this Agreement shall be cumulative and non-exclusive or otherwise available to any party at law or in equity.
14. Breach of Agreement. In the event of a material breach of this Agreement, the Parties agree that the party alleged to be in breach shall have thirty (30) days' notice of said breach to correct the same prior to the non-breaching party seeking any remedy provided for herein (provided, however, that said thirty (30) day period shall be extended if the defaulting party has initiated the cure of said default and is diligently proceeding to cure the same).

If any of the Parties fails to perform any of its obligations hereunder, and the party affected by such default shall have given notice of such default to the other party, and such defaulting party failed to cure such default within thirty (30) days, then in addition to any and all other remedies that may be available, either in law or equity, the party affected by such default shall have the right, but not the obligation, to take such action as in its reasonable discretion and judgment shall be necessary to cure such default. In such event, the defaulting party hereby agrees to pay and reimburse the party affected by such default for all reasonable costs and expenses incurred by it in connection with action taken to cure such default.

15. No Waiver. Failure of any party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
16. Village Approval or Direction. Where Village approval or direction is required by this Agreement, such approval or direction means the approval or direction of the Corporate Authorities of the Village unless otherwise expressly provided or required by law, and any such approval may be required to be given only after, and if, all requirements for granting such approval have been met unless such requirements are inconsistent with this Agreement.
17. Attorneys' Fees. In the event of any dispute arising hereunder, the prevailing party in litigation, inclusive of any appeals, shall be entitled to recover attorneys' fees and costs, court costs, arbitration costs, and costs of discovery incurred in connection therewith.
18. Choice of Law and Venue. The parties agree that this agreement shall be construed in accordance with the laws of the State of Illinois and any disputes between the parties shall be decided in the Circuit Courts for the 23rd Judicial Circuit, DeKalb County, Illinois.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed and delivered as of the date set forth above.

OWNER:

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, THE UNDERSIGNED, A Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY THAT _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he executed the instrument as his free and voluntary act, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my hand and seal this ____ day of _____, 2021.

Notary Public

VILLAGE:
VILLAGE OF MAPLE PARK

By: _____
 , Mayor

ATTEST:

By: _____
 , Village Clerk

