



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>

INFRASTRUCTURE COMMITTEE MEETING MINUTES

Tuesday, May 24, 2016

7:00 p.m.

Maple Park Civic Center

302 Willow Street, Maple Park, IL

1. CALL TO ORDER / ESTABLISHMENT OF QUORUM

Chairman Luke Goucher called the meeting to order at 7:00 p.m.

Village Clerk Liz Peerboom called the roll call and the following Committee members were present: Chairman Luke Goucher, Trustee JP Dries, Trustee Chris Higgins, Trustee Terry Borg,

Others present: Village Engineer Jeremy Lin, Public Works Director Mike Miller, and Village Clerk Liz Peerboom.

2. PUBLIC COMMENTS – *Any resident wishing to address the Board may do so according to the Rules of Public Comment and should register with the Village Clerk prior to the meeting.*

None.

3. APPROVAL OF MEETING MINUTES

- **April 26, 2016**

Trustee Dries made a motion to approve the meeting minutes of April 26, 2016, seconded by Trustee Higgins. Motion carried by voice vote.

4. DISCUSSION OF SIDEWALKS

Director of Public Works Mike Miller talked about his plan for sidewalks and advised the committee that most communities no longer require homeowners to pay for half of the sidewalk repair/replacement. Consensus was to allow the Public Works Director to use his discretion to replace and/or repair sidewalks.

5. DISCUSSION OF WATER RATES

Trustee Goucher advised that the discussion for #5 and #6 would occur at the same time and picked up the discussion from the last meeting. He advised that the water rates may potentially finance a new water tower. The Committee reviewed the Village of Elburn Ordinance. Trustee Goucher suggested putting in an escalator for water and sewer rates.

Trustee Borg did not agree with having an escalator. He said that he is trying to be sensitive to resident's costs. Trustee Higgins said that he believes that water rates in Maple Park are already too high.

Village Engineer Jeremy Lin advised that the water fund is running at a deficit at this time, so water rates clearly need to be raised. Trustee Goucher suggested putting in an escalator, but reviewing the rates and the escalator every year.

Trustee Goucher will look at rates and put together an index for rate increases and bring it back to the committee for review. The Village Clerk will get information to Trustee Goucher to put together this index.

6. DISCUSSION OF SEWER RATES

See above.

7. DISCUSSION OF MAPLE PARK BASEBALL REQUEST

Public Works Director Mike Miller discussed a request received from Maple Park Baseball regarding the placing of limestone on the infield. Mr. Miller said that he is okay with the plan, but would not want to allow limestone to be placed on the field.

After a short discussion, Trustee Borg made a motion to approve the plan, subject to approval by Public Works Director Mike Miller and Village Engineer Jeremy Lin, seconded by Trustee Dries. Motion carried by voice vote.

8. DISCUSSION OF MAINTENANCE PLAN REVIEW

Village Engineer Jeremy Lin advised that he did not have any updates.

Trustee Borg asked if this is where sidewalks would be added. Mr. Lin will add sidewalks to the maintenance list. The committee would like to see a list of bad sidewalks that are safety hazards. Trustee Dries suggested coming up with a protocol of which sidewalks are to be replaced.

Trustee Borg asked about crack sealing, and Trustee Goucher advised that there is money budgeted for crack sealing this year. The committee then discussed pot holes. Trustee Borg asked that Public Works Director Mike Miller give him an idea of what would be done this year.

9. DISCUSSION OF CAPITAL IMPROVEMENTS PLAN REVIEW

Trustee Borg asked Mr. Lin for an update. Mr. Lin advised that consensus was that the elevated water tower would be the priority. He will be pursuing a loan from the USDA for this project. Trustee Goucher said that he would be interested to find out what the terms of the loan would be.

10. STATUS OF GRANT WRITING

Trustee Goucher asked about the grant workshop in June. Consensus was that someone from the village should attend. Mr. Lin and Clerk Peerboom would look at their schedules and one of them will attend.

11. DISCUSSION OF NOISE ORDINANCE

Trustee Goucher advised that there is a resident that is using heavy equipment and disturbing the neighbors. The committee discussed the code as it is currently written. Committee members sympathized with the resident and agree that the equipment is loud, but the police department is within the law to enforce the code.

Trustee Borg asked Clerk Peerboom to find out why they are not enforcing the code and to find out what the property is being used for.

The committee also discussed the fact that there is more than one accessory building on the property.

Trustee Goucher suggested that the village use the tools that are afforded it under the code and enforce the code that is there. Trustee Goucher will contact the building inspector and the police chief to find a resolution.

12. OTHER ITEMS

Trustee Dries talked about an issue with the code on fences that are on corner lots. Trustee Goucher advised that he spoke to the building inspector about this issue, adding that he would like to have the building inspector at the next meeting.

13. ADJOURNMENT

Trustee Borg made a motion to adjourn the Committee meeting, seconded by Trustee Dries. Motion carried by voice vote.

Meeting adjourned at

Liz Peerboom, CMC
Village Clerk

Committee Members
Trustee Goucher, Chair
Trustee Borg
Trustee Dries
Trustee Higgins

VILLAGE OF MAPLE PARK - BUDGET REPORT
May 1, 2015 - April 30, 2016

	FY 2015 Actuals	FY 2016 Budget	Budget May 15 - Apr 16	Actual Totals for May 15 - Apr 16	Variance to Budget
01 - GENERAL FUND					
TOTAL GENERAL FUND REVENUE	685,442	670,668	670,668	542,485	128,183
TOTAL ADMINISTRATION & FINANCE	309,487	334,081	334,081	295,208	38,872
TOTAL PARKS & GROUNDS	47,866	43,791	43,791	40,543	3,248
TOTAL POLICE DEPARTMENT	195,930	224,017	224,017	206,461	17,555
TOTAL CIVIC CENTER	35,719	60,200	60,200	44,536	15,664
TOTAL STREET DEPARTMENT	86,015	128,941	128,941	114,267	14,674
TOTAL GENERAL FUND EXPENDITURES	675,018	791,029	791,029	701,015	90,013
GENERAL FUND NET INCOME/LOSS	10,424	(120,361)	(120,361)	(158,530)	38,169
12 - UTILITY TAX FUND					
TOTAL REVENUE	103,880	85,500	85,500	61,401	24,099
TOTAL EXPENDITURES	114,139	78,667	78,667	71,317	7,350
UTILITY TAX FUND NET INCOME/LOSS	(10,259)	6,833	6,833	(9,916)	16,749
13 - TIF DISTRICT FUND					
TOTAL REVENUE	7,137	6,500	6,500	8,945	(2,445)
TOTAL EXPENDITURES	7,137	5,200	5,200	6,143	(943)
ROAD & BRIDGE FUND NET INCOME/LOSS	-	1,300	1,300	2,802	(1,502)
15 - ROAD & BRIDGE FUND					
TOTAL REVENUE	46,886	43,889	43,889	43,730	158
TOTAL EXPENDITURES	28,960	83,800	83,800	56,024	27,776
ROAD & BRIDGE FUND NET INCOME/LOSS	17,927	(39,911)	(39,911)	(12,294)	(27,618)
19 - MOTOR FUEL TAX FUND					
TOTAL REVENUE	43,557	31,228	31,228	28,095	3,133
TOTAL EXPENDITURES	12,014	-	-	169,718	(169,718)
MOTOR FUEL TAX FUND NET INCOME/LOSS	31,543	31,228	31,228	(141,623)	172,851
28 - DEVELOPER ESCROW FUND					
TOTAL REVENUE	385	10,000	10,000	-	10,000
TOTAL EXPENDITURES	385	10,000	10,000	-	10,000
DEVELOPER ESCROW FUND NET INCOME/LOSS	-	-	-	-	-
52 - WATER & SEWER FUND					
TOTAL REVENUE	372,855	364,450	364,450	334,536	29,914
TOTAL WATER EXPENDITURES	224,454	244,378	244,378	251,238	(6,861)
TOTAL SEWER EXPENDITURES	142,148	152,826	152,826	169,630	(16,804)
TOTAL WATER & SEWER FUND EXPENDITURES	366,602	397,204	397,204	420,868	(23,665)
WATER & SEWER FUND NET INCOME/LOSS	6,252	(32,754)	(32,754)	(86,332)	53,579
54 - WATER IMPROVEMENT ACCOUNT					
TOTAL REVENUE	53,946	54,717	54,717	52,077	2,640
TOTAL EXPENDITURES	38,591	11,667	11,667	16,547	(4,880)
WATER IMPROVEMENT NET INCOME/LOSS	15,355	43,050	43,050	35,530	7,520
56 - SEWER IMPROVEMENT ACCOUNT					
TOTAL REVENUE	12,420	13,125	13,125	10,378	2,747
TOTAL EXPENDITURES	-	-	-	-	-
SEWER IMPROVEMENT NET INCOME/LOSS	12,420	13,125	13,125	10,378	2,747
70 - SCHOOL LAND CASH					
TOTAL REVENUE	-	-	-	2,167	-
TOTAL EXPENDITURES	-	-	-	-	-
SEWER IMPROVEMENT NET INCOME/LOSS	-	-	-	2,167	-
GRAND TOTAL REVENUE	1,326,508	1,280,076	1,280,076	1,083,813	198,430
GRAND TOTAL EXPENSES	1,242,845	1,377,566	1,377,566	1,441,632	(64,066)
GRAND TOTAL NET INCOME / LOSS	83,663	(97,490)	(97,490)	(357,819)	262,496

Empty Lots in the Village of Maple Park

Heritage Hills Empty Lots	
Robert Rowlett	1
Robert Bokar / Patrick Vacala	1
Michael Kade / David Hankus	1
Kelly Ash / Barbara & Kenneth Whittenhall	1
Prairieland Homes LLC	1
Gregory & Kathleen Grocke	1
Shodeen Homes, LLC	3
Havlicek LLC	9
HHE Phase III LLC	51
	69

Squire's Crossing Empty Lots	
Tim Pinks	1
Thomas & Cheryl O'Shea	1
Melrose Holdings 3 LLC	2
Matthew Barsic	2
REO Funding Solutions IV LLC	42
	48

Settlement Empty Lots	
Dean & Synthia Gregory	1
MP Lots LLC	9
	10

<u>Milestone</u>	<u>Date</u>
Akrawbawi Recapture Agreement Ends	8/31/2016
ComEd Franchise Agreement	4/30/2022
Cortland Boundary Agreement	12/23/2033
Foster Buick Agreement	4/30/2018
Frontier Franchise Agreement	None
Glasgow Reserve PE Agreement Ends	3/1/2016
IEPA Loan (Extension of Sewer Lines from WWTP) L17-0334	5/12/2018
IEPA Loan (Well & Water) L17-1438 (Pd thru Utility Tax Fund)	3/11/2023
IEPA Watermain Loan - 2012 Project L17-3375 (Pd thru Debt Service on Water Bill)	11/17/2032
Kane County Watermain Loan - 2011 Project (Pd thru Utility Tax Fund)	12/15/2020
Kaneland Impact Fee IGA	12/31/2022
Krueger & Associates, LLC Agreement	6/1/2017
Lintech Engineering Agreement	11/30/2018
MP Public Library District Lease	10/31/2017
Mediacom Franchise Agreement	12/31/2022
NICOR Franchise Agreement	5/5/2048
NPDES Permit Expires	4/30/2018
TIF District	1/1/2035
Virgil Boundary Agreement	12/9/2024

VILLAGE OF MAPLE PARK
KANE and DEKALB COUNTIES, ILLINOIS

Phase 3

ORDINANCE NO. 96- 21

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT FOR
AN ADDITION TO THE DEVELOPMENT KNOWN AS HERITAGE HILLS ESTATES PHASE 2
BETWEEN MOHAMMAD E. AKRABAWI AND SHIRLEY AKRABAWI, HUSBAND AND WIFE,
AND THE VILLAGE OF MAPLE PARK, KANE AND DEKALB COUNTIES, ILLINOIS**

Adopted by the
Board of Trustees
of the
Village of Maple Park
This 9th day of September, 1996

Published in pamphlet form by authority of the Board of Trustees of the Village of Maple Park,
Kane and DeKalb Counties, Illinois this 20th day of September, 1996.

ORDINANCE NUMBER 96- 21

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT FOR AN ADDITION TO THE DEVELOPMENT KNOWN AS HERITAGE HILLS ESTATES PHASE 2 BETWEEN MOHAMMAD E. AKRABAWI AND SHIRLEY AKRABAWI, HUSBAND AND WIFE, AND THE VILLAGE OF MAPLE PARK, KANE AND DEKALB COUNTIES, ILLINOIS

Adopted by the
Board of Trustees
of the
Village of Maple Park
This 9th day of September, 1996

WHEREAS, the Board of Trustees of the Village of Maple Park finds that it is in the best interests of the Village of Maple park, Kane and DeKalb Counties, Illinois, that a certain annexation agreement pertaining to the development known as Heritage Hills Estates Phase 2 be entered into between the Village and the Developers, Mohammad E. Akrabawi and Shirley Akrabawi, husband and wife; and

WHEREAS, a single annexation agreement has been drafted, which agreement serves as an annexation agreement for a 50 acre parcel known as the Heritage Hills Estates Phase 2 Subdivision; and

WHEREAS, the Developers, are the legal owners of record of the territory that is the subject of the annexation agreement, and are ready, willing, and able to enter into that agreement and to perform the obligations as required thereunder; and

WHEREAS, the statutory procedures provided in Section 11-15.1-3 of the Illinois Municipal Code (65 ILCS 5/11-15.1-3) for the execution of the annexation agreement have been fully complied with; and

NOW, THEREFORE, Be It Ordained by the Board of Trustees of the Village of Maple Park, Kane and DeKalb Counties, Illinois, as follows:

SECTION ONE: The annexation agreement is hereby approved, and the Village President is hereby authorized and directed, and the Village Clerk is hereby authorized and directed, to sign and attest a document known as "Annexation Agreement: Village of Maple Park, Illinois and

Mohammad E . Akrabawi and Shirley Akrawabi, Developers for Heritage Hills Estates Phase 2, September 9, 1996 50 Acre Parcel", a copy of which is attached and made a part hereto as Exhibit "A", once: (a) all exhibits to the Annexation Agreement are submitted to the Village; (b) all necessary easements are acquired by the Village; (c) Owners are current in all fees and costs owed pursuant to Village ordinances; and (d) Village attorney has reviewed Exhibits "A" & "B" of Annexation Agreement.

SECTION TWO: If any phrase, sentence, or paragraph of this Ordinance is found to be invalid or unenforceable by any court of competent jurisdiction, said invalidity or unenforceability shall not affect the validity of any remaining phrase, sentence or paragraph of this Ordinance.

SECTION THREE: This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

ADOPTED this 9th day of September, 1996, pursuant to a two-thirds majority roll-call vote as follows:

AYES: D. Humme; J. Tremaine; D. Campbell; J. Dupuis

NAYS: 1-Abstained

ABSENT: L. Heyob


Raymond McAdams, Village President
Village of Maple Park

ATTEST:


Claudia Tremaine, Village Clerk
Village of Maple Park

STATE OF ILLINOIS)
)
COUNTIES OF KANE)
AND DEKALB)

SS.

SECRETARY'S CERTIFICATE

I, CLAUDIA TREMAINE, the duly qualified and acting Village Clerk of the Village of Maple Park, Kane and DeKalb County, Illinois, do hereby certify that attached hereto is a true and correct copy of an Ordinance entitled:

ORDINANCE NUMBER 96- 21

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT FOR AN ADDITION TO THE DEVELOPMENT KNOWN AS HERITAGE HILLS ESTATES PHASE 2 BETWEEN MOHAMMAD E. AKRABAWI AND SHIRLEY AKRABAWI, HUSBAND AND WIFE, AND THE VILLAGE OF MAPLE PARK, KANE AND DEKALB COUNTIES, ILLINOIS

which Ordinance was duly adopted by the Board of Trustees of the Village of Maple Park at a regular meeting on the 9th day of September, 1996.

I do further certify that a quorum of the Board of Trustees of the Village of Maple Park was present at said meeting, and that all of the requirements of the Illinois Open Meetings Acts were complied with.

This Ordinance has been duly published in pamphlet form in accordance with Section 1-2-4 of the Illinois Municipal Code.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the official seal of the Village of Maple Park this 20th day of September, 1996.

(Seal)

Claudia Tremaine
Claudia Tremaine
Village Clerk,
Village of Maple Park

STATE OF ILLINOIS
COUNTIES OF KANE
AND DEKALB

)
)
)
)
SS.

SECRETARY'S CERTIFICATE

I, CLAUDIA TREMAINE, the duly qualified and acting Village Clerk of the Village of Maple Park, Kane and DeKalb County, Illinois, do hereby certify that attached hereto is a true and correct copy of an Ordinance entitled:

ORDINANCE NUMBER 96- 21

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT FOR AN ADDITION TO THE DEVELOPMENT KNOWN AS HERITAGE HILLS ESTATES PHASE 2 BETWEEN MOHAMMAD E. AKRABAWI AND SHIRLEY AKRABAWI, HUSBAND AND WIFE, AND THE VILLAGE OF MAPLE PARK, KANE AND DEKALB COUNTIES, ILLINOIS


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This Ordinance has been duly published in pamphlet form in accordance with Section 1-2-4 of the Illinois Municipal Code.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the official seal of the Village of Maple Park this 20th day of September, 1996.

(Seal)


Village Clerk,
Village of Maple Park

VILLAGE OF MAPLE PARK, ILLINOIS

ORDINANCE NO. 2007- 28

AN ORDINANCE PROVIDING FOR APPROVAL OF A
ANNEXATION AGREEMENT FOR TERRITORY
COMMONLY KNOWN AS THE TOWNE CENTRE PROPERTY
TO THE VILLAGE OF MAPLE PARK

ADOPTED BY
THE PRESIDENT AND BOARD OF TRUSTEES
OF THE
VILLAGE OF MAPLE PARK, ILLINOIS

Published in pamphlet form by authority of the President and Board of Trustees of the Village of
Maple Park, Kane and DeKalb Counties, Illinois,
this 6th day of November 2007.

Return to:
Village of Maple Park
P.O. Box 220
302 Willow Street
Maple Park, Illinois 60151



2008K002622

SANDY WEGMAN
RECORDER - KANE COUNTY, IL

RECORDED: 1/11/2008 11:19 AM
REC FEE: 77.00
PAGES: 24

COPY

**ANNEXATION AGREEMENT BETWEEN
THE VILLAGE OF MAPLE PARK
AND VIRGIL PROPERTIES, LLC**

Return to:
Village of Maple Park
P.O. Box 220
302 Willow Street
Maple Park, Illinois 60151

**AN ORDINANCE PROVIDING FOR APPROVAL OF AN
ANNEXATION AGREEMENT FOR TERRITORY
COMMONLY KNOWN AS THE TOWNE CENTRE PROPERTY
TO THE VILLAGE OF MAPLE PARK**

WHEREAS, the Village of Maple Park (hereinafter "Village") is empowered pursuant to Section 5/7-1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/7-1-1 *et seq.*, to annex territory into the corporate limits of the Village and to enter into annexation agreements for that purpose pursuant to Section 11-15.1-1 of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1; and

WHEREAS, Virgil Properties, LLC (hereinafter the "Owner") is the owner of a tract of land of approximately 9.02 acres, commonly known as the Towne Centre Property and located within the unincorporated area of Kane County at the northeast of Illinois Route 38 (Lincoln Highway) and County Line Road (hereinafter the "Territory"); and

WHEREAS, the Owner and the Village are agreeable to the annexation of the Territory in consideration of the Village's rezoning of the property from A-1 Agricultural District to B-2 Commercial District with a planned unit development special use; and

WHEREAS, accordingly, it is appropriate there be an annexation agreement between the Village and the Owner pursuant to Section 11-15.1-1 of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1, embodying the understanding and terms with respect to the annexation of the Territory; and

WHEREAS, the President and Board of Trustees of the Village have been presented with a Annexation Agreement (hereinafter "Agreement") for the Territory which is attached hereto and incorporated herein by reference as Exhibit "1"; and

WHEREAS, on November 6, 2007, a public hearing was held on the Agreement before the President and Board of Trustees of the Village pursuant to due notice, in accordance with Section 11-15.1-3 of the Illinois Municipal Code, 65 ILCS 5/11-15.1-3; and

WHEREAS, the President and the Board of Trustees find that the Agreement and its terms and conditions are appropriate, necessary and convenient; and

WHEREAS, the President and the Board of Trustees further finds that all notice and public hearings required in connection with the Village's approval the Agreement have been given and held; and

WHEREAS, the President and the Board of Trustees determine that it is the interests of the Village and its residents that the Agreement be approved,

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAPLE PARK, KANE AND DEKALB COUNTIES, ILLINOIS, IN REGULAR SESSION ASSEMBLED, AS FOLLOWS:

SECTION ONE: That the above recitals are hereby incorporated by reference as if fully set forth herein.

SECTION TWO: That the Agreement is hereby approved.

SECTION THREE: That the Village President and Clerk are hereby authorized, respectively, to execute and attest to the same on behalf of the Village, without further action by the President and Board of Trustees.

SECTION FOUR: That upon the execution of the Agreement by the Village, the Village Clerk shall and is hereby authorized to file with the Recorder of Deeds of Kane County certified copies of this Ordinance and the Agreement.

SECTION FIVE: That all Ordinances and Resolutions, or parts thereof, in conflict with the provisions of this Ordinance, to the extent of such conflict, are hereby repealed.

SECTION SIX: That this Ordinance shall be in full force and effect ten (10) days from and after its passage, approval, and publication in pamphlet form as provided by law.

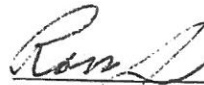
ADOPTED THE 6th DAY OF NOVEMBER 2007

AYES: Trustees Borg, Moisa, Lunardon, Pedersen, Curtis, Delaney

NAYS: 0

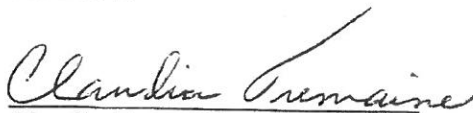
ABSENT: 0

APPROVED THE 6th DAY OF NOVEMBER 2007



Ross Dueringer, President
Village of Maple Park, Kane and DeKalb
Counties, Illinois

ATTEST:



Claudia Tremaine, Village Clerk
Village of Maple Park

)

)SS

COUNTIES OF KANE AND DEKALB)

CLERK'S CERTIFICATE

I, Claudia Tremaine, the duly qualified and acting Village Clerk of the Village of Maple Park, Kane and DeKalb Counties, Illinois, and as such officer I am the keeper of the records, files and proceedings of the corporate authorities of said municipality. I further certify that, as The date hereof, Ordinance No. 2007-28, adopted by the corporate authorities on November 6, 2007, entitled, "An Ordinance Providing for Approval of a Annexation Agreement For Territory Commonly Known as the Towne Centre Property to the Village of Maple Park", has been duly published in pamphlet form in accordance with Section 1-2-4 of the Illinois Municipal Code.

IN WITNESS WHEREOF, I have hereunto affixed my official hand and the seal of the Municipality this 6th day of November 2007, by the President and Board of Trustees of the Village of Maple Park.

(SEAL)

Claudia Lermani
Village Clerk, Village of Maple Park,
Kane and DeKalb Counties, Illinois

EXHIBIT "1"

ANNEXATION AGREEMENT

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ANNEXATION AGREEMENT

This Annexation Agreement ("Agreement") made this 6th day of November, 2007, by and between the Village of Maple Park ("Village"), Virgil Properties, LLC ("Owner" and "Developer") (the Village, Owner, and Developer are collectively referred to herein as the "Parties").

WITNESSETH:

WHEREAS, the Owner and Developer is the owner of certain parcels of real property ("Property") situated in Kane County, Illinois, which consist of approximately 9.02 acres and are identified by Permanent Identification Numbers (P.I.N.s), and is legally described on the attached Exhibit A; and

WHEREAS, the Property is the subject of this Agreement and Developer proposes to develop the Property as a planned unit development ("PUD") consisting of a commercial development as per Preliminary Plat and Plan; and

WHEREAS, the Property is situated in the unincorporated area of Kane County, but is contiguous to the incorporated territory of the Village; and

WHEREAS, it is the desire of Developer to annex to and develop the Property in the Village in accordance with the terms of this Agreement and the ordinances of the Village; and

WHEREAS, the Board of Trustees of the Village ("Corporate Authorities"), after due and careful consideration, have concluded that the annexation of the Property to the Village would further the orderly growth of the Village, enable the Village to control the development of the Property, and serve the best interests of the Village; and

WHEREAS, accordingly, it is the desire of the Village to annex said Property to facilitate its development pursuant to the terms and conditions of this Agreement and the ordinances of the Village; and

WHEREAS the Parties have or will perform and execute all acts required by law to effectuate such annexation; and

WHEREAS, the Parties desire that the Property be developed in accordance with the zoning and planned development provisions of the Village ordinances as set forth below; and

WHEREAS, in reliance upon the development of the Property in the manner proposed, the Parties have executed all petitions and other documents that are necessary to accomplish the annexation of the Property to the Village; and

WHEREAS it is the desire of the Parties that the annexation and development of the Property proceed as soon as possible, subject to the ordinances, codes and regulations as amended by the Village; and

WHEREAS in accordance with the powers granted to the Village by the provisions of the Illinois Compiled Statutes, 65 ILCS 5/11-15.1-1 through 5/15.1-5, inclusive relating to annexation agreements, the parties hereto wish to enter into a binding agreement with respect to the annexation of the Property to the Village and to provide for various other matters related directly or indirectly to the annexation of the Property as authorized by the provisions of said statutes; and

WHEREAS, the Property is located within Kane County, Virgil Township, the Maple Park Fire Protection District, the Maple Park Library District, and the Kaneland School District No. 302 and all notices as required by law have been given to said entities and all other governmental entities entitled to notice under Illinois law, and proof of service of such notices has been filed with the County Recorder; and

WHEREAS, pursuant to due notice and publication in the manner provided by law, the appropriate zoning authorities of the Village have held such public hearing and have taken all further action required by the provisions of Illinois Compiled Statutes, 65 ILCS 5/11-15.1-3 and the ordinances of the Village relating to the procedure for the authorization, approval and execution of this Agreement by the Village,

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions herein contained, and by authority of and in accordance with the aforesaid statutes of the State of Illinois, the Parties hereto agree as follows:

ARTICLE 1 INTRODUCTION

- 1-1 The foregoing recitals are incorporated herein.
- 1-2 The Parties hereto enter into this Agreement pursuant to and in accordance with the provisions of the Illinois Municipal Code.
- 1-3 All references to the Illinois Municipal Code, and the Maple Park Subdivision Control Ordinance ("Subdivision Ordinance"), the Maple Park Zoning Ordinance ("Zoning Ordinance"), and other ordinances and regulations of the Village shall be deemed to mean as they currently exist and may hereafter be amended or revised, unless otherwise expressly stated herein. All terms with initial capital letters shall have the meanings as defined herein or, if no definition is provided, as defined in the referenced statute, ordinance, or regulation

ARTICLE 2 ANNEXATION

- 2-1 Developer has filed with the Village Clerk, or will file with the Village Clerk, a duly executed Petition for Annexation pursuant to and in accordance with the provisions of Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, to annex the Property to the Village in accordance with this Agreement. The Village agrees to pass an Ordinance

annexing the Property within ninety (90) days of the execution of this Agreement. It is expressly understood that unless the Property is annexed and zoned as provided for in this Agreement by the adoption of ordinances by the Village within forty five (45) days of the Developer's written notification to the Village as provided for Section 3-4 of this Agreement, this Agreement, in its entirety, together with the aforesaid petition for annexation, may be made be null, void, and of no force and effect upon written notice by Developer to the Village in the manner provided herein of the Developer's intent to cancel the Agreement. If the Developer shall elect to cancel this Agreement as provided in this Section, the Developer shall nevertheless pay or reimburse the Village all of its costs, including all attorneys' and outside consultants' fees, incurred in connection with the annexation, zoning and plat approval and other matters relating to this Agreement.

- 2-2 This Agreement shall thereupon be recorded with the County Recorder of Deeds of Kane County. Developer agrees to provide to the Village copies of any and all records, deeds or other documentation reasonably requested by the Village so as to provide proof to the Village that the Developer has taken title to the Property in fee.
- 2-3 Developer has filed with the Village Clerk a Preliminary Plat of Subdivision and a Preliminary Improvement Plan (the "Preliminary Plat and Preliminary Plan"), copies of which are attached hereto as Exhibit B, as the preliminary plat and preliminary plan required by Section 8 of the Subdivision Ordinance and Sections 17.12.07.01 through 17.12.07.03 of the Zoning Ordinance which depicts the proposed development of the Property, and a Plat of Annexation, containing an accurate map of the Property (the "Plat of Annexation"), which has been prepared in substantial compliance with the Preliminary Plat and Plan, and all applicable state, county or local laws, ordinances or codes, except as herein provided, and which is attached hereto as Exhibit C.

ARTICLE 3 ZONING

- 3-1 The Property shall be developed in all respects in conformity with the Zoning Ordinance, as now in effect or as hereafter may be amended, unless specifically provided otherwise in this Agreement.
- 3-2 The Village and the Developer agree that the Property shall be developed in substantial compliance with the Preliminary Plat and Plan and the Plat of Annexation.
- 3-3 The Property shall be rezoned B-2 General Commercial District pursuant to Section 17.9.02 of the Zoning Ordinance with a Special Use Planned Unit Development pursuant to Section 17.12.10 of the Zoning Ordinance. If the Preliminary Plat and Preliminary Plan are in substantial compliance with Sections 17.9.02 and 17.12.10 of the Zoning Ordinance, and this Agreement they shall be approved by the Village as the Preliminary Plat and Preliminary Plan of Subdivision for the Property and the Preliminary Plat and Preliminary Plan of the Planned Unit Development Special Use Permit for the Property. Any deviations from the governing zoning ordinance shall be deemed acceptable by virtue of the Planned Unit Development Special Use Permit, which shall be issued by the Village, with no need for further independent action by Developer or the Village, so long as the deviations are consistent with Section 3-2. Upon the granting of the Planned Unit

Development Special Use, the Property shall be deemed a single zoning lot and accordingly all parts thereof shall remain under common legal ownership unless this Agreement is amended.

3-4 Within forty-five (45) days of the Developer's written request to the Village, the Village shall:

3-4(a) Adopt an ordinance repealing the existing A-1 Agricultural District zoning.

3-4(b) Adopt an ordinance zoning and classifying the Property as necessary in accordance with the Preliminary Plat and Preliminary Plan. Prior to the date of the execution of this Agreement, such public hearings as are necessary to enable the Village lawfully to grant said zoning as to the Property shall have been conducted upon proper notice, and no further action need be taken by the Owner to cause the Property to be rezoned as required by the Preliminary Plat and Preliminary Plan.

3-4(c) Adopt an ordinance pursuant to the provisions of the Zoning Ordinance granting the Special Use Permit that comports with the Preliminary Plat and Preliminary Plan.

3-4(d) Adopt an ordinance pursuant to the provisions of the Zoning Ordinance granting variation from parking requirements to allow one parking space for each 250 gross square feet.

3-4(e) Adopt any and all ordinances required to permit the Property to be developed in accordance with the approved Preliminary Plat and Plan, Plat of Annexation, and this Agreement.

ARTICLE 4 SUBDIVISION AND PLATTING

4-1 The Village agrees that if the Developer submits a Preliminary Plat and Preliminary Plan that is prepared in substantial compliance with the Subdivision Ordinance and this Agreement, the Village shall approve them as the Preliminary Plat and Preliminary Plan of Subdivision for the Property. The Village shall approve the Final Plat when submitted so long as it substantially conforms to the Preliminary Plat and Plan, and all applicable state, county or local laws, ordinances or codes, except as herein provided or modified.

4-2 The Village agrees to execute applications for Illinois Environmental Protection Agency ("IEPA") permits for the extension of municipal utilities upon submittal by Developer of final engineering plans with the understanding that the execution of said application shall not be considered an approval of final engineering and that no construction shall commence until final engineering and the Final Plat have been approved by the Village, and IEPA water and sewer permits have been received, save and except as permitted in Section 5-1 hereof.

4-3 Any modification to an approved plan which may be hereinafter sought by Developer and

which is determined by the Village Planner to be less than five percent (5%) of any size or dimensional component may be approved by the Village administratively without submitting the modification to the Planning Commission, Zoning Board of Appeals or any committee of the Village Board. Any modification deemed to be a major modification shall be submitted to the Village for review in accordance with the procedures outlined in applicable sections of the Village's ordinances in effect at the time that the major modification is submitted.

4-4 Phased Development

- (a) The Developer shall be permitted to develop the Property in up to five (5) separate phases ("Phases"). The Developer may file a Final Plat for each Phase so long as all Phases are shown on and provided for in the Preliminary Plat and Plan. Final Plats for all Phases shall be filed within twenty (20) years from the date of the making of this Agreement.
- (b) All Phases shall be developed as an integrated whole taking into account site design, cohesive architecture, unified signage, cross access easements, drainage, lighting, landscaping, buffering, and highway access. However, each Phase must comply with the Subdivision Ordinance in regard to the incorporation and completion of necessary and best practice planning and engineering of on-site and off-site public improvements as determined by Village Engineer.
- (b) Nothing contained in this Agreement shall affect the Developer's right to mortgage, encumber, or convey the Development Parcel as a whole or each Phase separately to one or several third parties.

- 4-5 The Final Plat shall be accompanied by restrictive covenants, and recorded at the same time as the Final Plat recording, which provide for the formation of a condominium association or associations ("Association(s)"), which shall be responsible for architectural control and review and for the maintenance of private common areas and detention areas ("Detention Areas"), as shown on the Final Plat.

ARTICLE 5 INITIAL CONSTRUCTION

- 5-1 Construction of public improvements shall not commence until final engineering plans have been approved by the Village and security has been provided in accordance with Section 9-1 of this Agreement.
- 5-2 Where and to the extent that stream, floodplain or wetlands exist on the site, no grading shall be undertaken until the required state and federal permits, if needed, have been approved by and copies given to the Village Engineer.

ARTICLE 6 FEES

- 6-1 Building Permit and Certificate of Occupancy Fees: Building permit fees, certificate of occupancy fees and other similar fees shall be payable at time of permit and in accordance with the Village ordinances then in effect. If a building permit or occupancy permit application is denied, the Village shall advise Developer in writing of the reason for the rejection.
- 6-2 Consulting Fees: Developer agrees to reimburse the Village for reasonable attorneys' fees, planning consultants, engineering consultant's costs and any other professional costs incurred by the Village in connection with the annexation, zoning, platting and development of the Property. Concurrently with the submission of Developer's request for Pre-Application and Concept Review, Preliminary Plan and Preliminary Plat review, Final Plat review, construction, and inspection, the Developer shall deposit with the Village Treasurer, in escrow, the sums provided for in Section 17-1 of the Subdivision Ordinance and maintain the escrow balances as provided therein to defray said costs and expenses, to be held in accordance with the provisions of Section 17-1 of the Subdivision Ordinance.

ARTICLE 7 DEDICATIONS, CONTRIBUTIONS, IMPACT, AND TRANSITION FEES

- 7-1 The requirements for development contributions to the Maple Park and Countryside Fire Protection as provided for in Subsection 17-4 of the Subdivision Ordinance and to the Village for roads, police, facility, and community development as provided for Subsection 17-5 of the Subdivision Control shall apply to the development of the Property. The requirements for contributions of land and/or cash in lieu of land for school and park purposes and school transition and capital impact fees as provided for in Section 6 and Subsection 17-5.5 of the Subdivision Ordinance shall also apply to the development of the Property, *unless* the Property is: 1) zoned General Commercial District (B-2) *and* 2) is not developed with any of the residential uses as provided for under that zoning classification. Any and all other special assessments, taxes, and fees, as now or as hereinafter may be provided for, shall apply to the Property.

ARTICLE 8 IMPROVEMENTS

- 8-1 Upon submittal of satisfactory documents by Developer, the Village shall timely execute all permit applications submitted by Developer necessary to apply for permits from the Army Corps of Engineers, IEPA, IDOT and any other public or private agencies from whom permits may be required, and shall cooperate with and support Developer in the securing of permits from such agencies. With respect to access points, the Village approves in concept those access points onto County Line Road and Illinois Route 38 as shown on the Preliminary Plat and Plan, with the final number and kinds of access points to be determined by the appropriate county and state highway authorities. The Village will support Developer in securing such additional reasonable access points as the Village in its sole discretion determines to be consistent with considerations of safety and

convenience. The Developer shall bear all its own costs and expenses and those of the Village associated with obtaining access points to the Property.

- 8-2 The Village will guarantee adequate water and sanitary sewer capacity to serve the property and the Developer shall be responsible for the construction and installation of those on-site and off-site public improvements and utilities consisting of storm sewers, sanitary sewers, water mains, streets and appurtenant structures as are needed to adequately service the Property and to have facilities available for the use of adjacent properties in accordance with applicable Village ordinances and requirements and the following additional standards:
- 8-2.1 Roadways, Right-of-Way and Pavement Width: Developer shall construct all streets and other public improvements in accordance with the Preliminary Engineering Plan as may be modified by the Village's review and approval of the final engineering plans. The Preliminary Engineering Plan as approved by the Village shall set forth the required rights-of-way, the required pavement cross sections and the pavement widths. Both vehicular entrances to the Property and linking roadways shall be installed during the First Phase as approved by the Village.
- 8-2.2 Sidewalks and Landscaping: All public sidewalks shall be concrete, five feet in width, and five inches thick. The perimeter sidewalks along County Line Road and Route 38 shall be constructed on a public easement dedicated to the Village and, if the Property is developed in Phases as provided in Section 4-4 of this Agreement, shall be installed in the First Phase. Landscaping for each Phase shall be complete at the conclusion of that Phase.
- 8-2.3 Subsurface Utilities: All new utilities to be installed in conjunction with development of the Property, to include storm sewers, water mains, sanitary sewers, electric, gas, telephone and cable television, shall be installed underground. All water supply and sanitary sewer mains and all stormwater facilities shall be installed during the First Phase as approved by the Village.
- 8-2.4 Easements and Access: The Village shall upon the request of Developer, grant to Developer and utility companies mutually satisfactory to the parties which may provide utilities to any part of the Property, such construction and maintenance utility easements over, under, across or through property owned or controlled by the Village as are necessary or appropriate for the development of the Property in accordance with the provisions of this Agreement, the Preliminary Plat and Plan, or any approved preliminary or Final Plat. Developer agrees to grant to the Village an internal easement for a Village water main as depicted on the Preliminary Plat and Preliminary Plan and such other easements on the Property required from time to time for utility purposes at locations mutually satisfactory to the Village and Developer.

The Village further agrees that, in the event Developer is unable to obtain utility easements over, under, across or through property not owned by or under the Village's control on conditions acceptable to Developer, the Village may, upon Developer's request, in a timely manner, use its powers of condemnation to acquire such easements, provided that said easements are necessary or required by the Village or a utility company for the provision of utility service to the Property. All costs and expenses

incurred by the Village in the securing of such easements on behalf of Developer shall be paid for by Developer. In the event said easement benefits owners of other property, then the cost of acquiring said easement shall be subject to recapture from said benefited property owners once the recapture agreement is prepared by Developer and is approved by the Village pursuant to Article 10 of this Agreement.

- 8-2.5 Architectural Treatments: All buildings visible from the roads or fronting the parking areas, including approximately one hundred thirty (130) feet of the east wall of the eastern most building, shall be constructed of face brick and in an architectural style and of materials similar to the bank building on the northwest corner of Route 38 and County Line Road in the Village. All HVAC and other mechanical units shall be placed on the roofs in an area not visible from the street level.
- 8-2.6 The Village agrees not to issue any work-stoppage or similar order to Developer or any of its subcontractors, agents, employees or professionals without first providing Developer at least ten (10) business days written notice to correct identified deficiencies, unless said deficiency possess an immediate safety hazard.
- 8-2.7 Fire Prevention: It is acknowledged and stipulated by the Parties that the Village's present potable water facilities and main network can supply all needs of the property except the full fire-flow requirements of the Subdivision Ordinance. Nevertheless, all structures on the property shall meet all code requirements of the Village and fire protection district at the time of the application of building permits therefor, including such additional and special materials and or construction to compensate for the lack of full fire-flow. Provision shall be made in the design and capacity of the stormwater retention pond for use as back-up source of water for fire-fighting.

ARTICLE 9 GUARANTEES AND LETTERS OF CREDIT

- 9-1 Developer shall submit the required plans, Final Plat, specifications and engineer's estimate of probable cost for all public improvements, for approval by the Village Engineer, as provided by the Subdivision Ordinance and other Village ordinances and the provisions of this Agreement. The Developer shall provide security in accordance with Section 9-4 of the Subdivision Ordinance, or the Public Construction Bond Act, to the extent the requirements of Section 9-4 of the Subdivision Ordinance are modified by such act. After providing security, Developer may proceed to construct said improvements. Upon completion of portions of the improvements, the security may be reduced as provided for in Section 9-4 of the Subdivision Code.
- 9-2 Developer shall make all public improvements in accordance with the approved final engineering plans and pursuant to the Subdivision Ordinance.
- 9-3 Upon completion of the improvements and acceptance by the Village, the security shall then be released with an amount retained for maintenance in accordance Sections 5-5 and

9-4 of the Subdivision Ordinance or the Public Construction Bond Act, to the extent the requirements of these sections of the Subdivision Ordinance are modified by such act.

ARTICLE 10 RECAPTURE AGREEMENT

- 10-1 To the extent Developer is required by the Village to oversize and install public improvements beyond those needed to adequately service the Property, by designing and installing additional, expanded or oversized utility lines, appurtenances, wells, tanks, and the like (including, but not limited to, off-site and on-site water mains and sanitary sewer, lift station and transmission lines, among others) which may benefit other properties in or to become annexed to the Village, the Village agrees to adopt recapture ordinances requiring benefited properties to pay their pro rata fair share and to enter into a recapture agreement with Developer in the form of Exhibit D. Village further agrees that it will not approve final plats or grant the service approvals to owners and/or developers of the property to be benefited by such improvements until such time as said other owners pay their pro rata costs of recapture as shall be appropriate under such circumstances.
- 10-2 In any such recapture agreement, the Village shall determine the amount subject to recapture for such other off-site properties on a cost benefit basis reasonably acceptable to the Village and Developer. All recapture agreements shall: 1) provide for interest at the prime rate, adjusted quarterly on March 31st, June 30th, September 30th, and December 31st, as stated in the edition of *The Wall Street Journal* published on those dates or, if no publication on a date, then as stated in the edition next published, which interest shall accrue from the date of Village's acceptance of the public improvements and be added to principal; 2) require that the Village collect recapture fees from the owners of the other areas to be benefited prior to approval of such owner's final plat or their connection to such improvements, whichever occurs first; and 3) provide that the Village not be responsible in the event there is not development of the property contemplated to be benefited by such improvements. The Village agrees to enact any ordinances legally required to secure Developer's right of recapture hereunder.

ARTICLE 11 CONSTRUCTION FACILITIES AND SIGNS

- 11-1 Prior to commencement of construction and irrespective of whether the Final Plat has been approved, Developer shall submit to the Village a plan showing the location of all proposed temporary construction office, sales trailers, buildings, offices, including parking area, fencing, banners, flags and other signage and landscape treatment which shall be subject to the approval of the Village, which shall not be unreasonably withheld or delayed. Said plan shall indicate the general location of where all construction storage and office trailers and sales office shall be located.

Developer and its subcontractors shall be limited to one (1) office and two (2) construction storage trailers in total. Developer shall have the right to use said temporary facilities for the purpose of start-up construction and sales activities. Under no circumstance shall any park site be used for the storage of temporary sales or construction

trailers. The office trailer shall be removed no later than sixty (60) days after the sales office moves into store front and the Developer agrees to leave the area in a presentable state.

11-2 Developer and Village agree with respect to signage as follows:

11-2.1 There shall be one (1) monument sign not exceeding twenty (20) feet in height identifying the development that will be approved as part of the Preliminary Plan and Plat and Final Plat. Building signage identifying the separate uses within the development shall be limited to two and one-half (2½) square feet of signage per linear foot of building facing a roadway. All such signs shall be located on their respective storefronts and/or the monument sign.

11-2.2 Developer shall be permitted to install one (1) unlit temporary billboard sign on the Property. The temporary billboard sign shall not exceed 200 square feet and shall not exceed an overall height of 15 feet. Such sign shall only be used for messages and advertisements relating to the Property and shall comply with all Village ordinances. Upon the initial sale or initial rental of seventy-five percent (75%) of the units on the Property, Developer shall remove such sign. In the event Developer fails to remove the sign, the Village may do so and shall be reimbursed by Developer for the costs incurred in connection with such demolition and removal.

11-2.4 The Developer and/or its contractors shall obtain all permits, certificates and inspections required by the Village Code for the installation, construction, use, and occupancy of all temporary construction facilities. Fees for permits and certificates shall be paid for and permits and certificates issued as provided for in Article 6 of this Agreement.

ARTICLE 12 VILLAGE ORDINANCES

12-1 The subdivision and zoning standards for public improvements on the Property shall be governed by the Final Engineering and Final Plat of Subdivision as approved by the Village Engineer in accordance with the terms of this Agreement to the extent that they are consistent with ordinances, codes or regulations of the Village

12-2 The Village and Developer, and their successors and assigns may, by mutual consent, change, amplify or otherwise agree to terms and conditions other than those set forth in this Agreement by the adoption of any ordinance by the Village amending the terms of this Agreement and the acceptance of same by Developer, subject to the provisions of 65 ILCS 5/11-15.1-1.

12-3 In the event of any conflict between this Agreement and any codes or ordinances of the Village, the codes and ordinances of the Village shall prevail to the extent of any such conflict or inconsistency.

12-4 Developer shall comply with the Village's building, housing, property maintenance, and zoning codes in effect at the time of the issuance of permits for so long as such permits

shall remain in effect. Notwithstanding any other provision in this agreement, if any such permit shall lapse or otherwise become invalid and, in accordance with the ordinances of the Village, the Developer must apply for a new permit, then the Developer shall comply with the Village's building, housing, and zoning codes in affect at the time of application for the new permit.

ARTICLE 13 MISCELLANEOUS

- 13-1 If any provision of this Agreement (except those provisions relating to the requested rezoning of the tract identified herein and the ordinances adopted in connection therewith), or its application to any person, entity or property is held invalid, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect the application or validity of any other terms, conditions and provisions of this Agreement and, to that end, any terms, conditions and provisions of this Agreement are declared to be severable.
- 13-2 If, for any reason during the term of this Agreement, any approval or permission is granted hereunder regarding plans or plats of subdivision or zoning is declared invalid, the Village agrees to take whatever action is necessary to reconfirm such plans and zoning ordinances effectuating the zoning, variances and plat approvals proposed herein to the extent it may by law, unless the cause of such invalidity shall be the fault of the Developer.
- 13-3 This Agreement shall be binding upon and inure to the benefit of the Parties, their successors and assigns including, but not limited to, successor owners of record, successor developers, lessees and successor lessees and upon any successor municipal authority of the Village and successor municipalities for a period of twenty (20) years from the later of the date of execution hereof and the date of adoption of the ordinances pursuant hereto.
- 13-4 Unless otherwise provided herein, the terms of this Agreement remain subject to all applicable laws, codes, statutes and ordinances of appropriate federal, state and county governments.
- 13-5 This Agreement contains all of the terms and conditions agreed upon by the Parties hereto and no other prior agreements regarding the matter hereof, except those specifically referenced herein, shall be deemed to exist to bind the Parties. The Parties acknowledge and agree that the terms and conditions of this Agreement, including the payment of any fees, have been reached through the process of good faith negotiations, by both the principals and through their counsel, and represent terms and conditions that are deemed by the Parties to be fair, reasonable, acceptable and contractually binding upon each of them.
- 13-6 It is understood by the parties hereto that time is of the essence of this Agreement. It is further understood that upon the occurrence of a default of any of the provisions of this Agreement, which default continues for ten (10) days after a notice specifying such

default is given the defaulting party, the injured party hereto may in law or in equity, by suit, action, mandamus, or other proceeding, including specific performance, enforce or compel the performance of this Agreement by such defaulting party.

- 13-7 Nothing herein shall in any way prevent the alienation, encumbrance, or sale of the Subject Property or any portion thereof, and the new owner or owners shall be both benefited and bound by the conditions and restrictions herein expressed.

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

2. It is further agreed that any party to this Agreement, either in law or in equity, by suit, action, mandamus, or other proceeding, may enforce or compel the performance of this Agreement or have such other relief for the breach thereof as may be authorized by law or that by law or in equity is available to them.

ARTICLE 14 NOTICES AND REMEDIES

- 14-1 Upon breach of this Agreement, any of the parties in any court of competent jurisdiction, by any action or proceeding at law or in equity, may exercise any remedy available at law or equity.

- 14-2 Before any failure of any party to this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, by certified mail/return receipt requested, the party alleged to have failed to perform and performance shall be demanded.

- 14-3 In the event the Village chooses to sue in order to enforce the obligations hereunder, Developer shall pay all costs and expenses incurred by the Village including, but not limited to, attorneys' fees and court costs, provided the Village prevails. In the event Developer chooses to sue in order to enforce the obligations hereunder, Village shall pay all costs and expenses incurred by Developer including, but not limited to, attorneys' fees and court costs, provided Developer prevails. In addition, if Developer does not pay any fees provided for herein, the Village may withhold the issuance of building permits until payment is received. Village may use any remedies available to it to collect such fees and charges as are due.

Notice shall be provided at the following addresses:

Village: Claudia Tremaine
Village Clerk
Village of Maple Park
302 Willow Street
Maple Park, Illinois

Copy to: Patrick Bond
Bond, Dickson & Associates, P.C.
301 S. County Farm Road, Suite E
Wheaton, IL 60187
(630) 681-1000

Developer: Virgil Properties, LLC
c/o Prospect Management Company
800 West Central Road
Mt. Prospect, Illinois 60056
(847) 590-1641

Copy to: Klein, Stoddard, Buck, Waller & Lewis, LLC
2045 Aberdeen Court, Suite A
Sycamore, IL 60178

IN WITNESS WHEREOF, the parties set their hands and seals on this day and year first above mentioned.

DEVELOPER AND OWNER:

VIRGIL PROPERTIES, LLC

By: Charles D. [Signature]
_____, Member

VILLAGE:

VILLAGE OF MAPLE PARK

By: Ross [Signature]
_____, Ross Duerfing, Village President

Attest: Claudia Tremaine [Signature]
_____, Claudia Tremaine, Village Clerk

EXHIBIT A

LEGAL DESCRIPTION

That part of the Southwest Fractional Quarter of Section 31, Township 40 North, Range 6, East of the Third Principal Meridian described as follows: Beginning at the point of intersection of the West line of said Fractional Quarter with the center line of U.S. Highway No. 30A; thence Southeasterly along the center line of said U.S. Highway No. 30A, 487.5 feet; thence Northerly 283.47 feet along a line making an angle of 72 degrees 54 minutes, measured from West to North with said center line; thence Westerly along a line making an angle of 111 degrees 43 minutes from South to West to North with the last described course, 336.38 feet to a line drawn parallel with and 180 feet East of, measured at right angles, the West line of said Southwest Fractional Quarter; thence South along said parallel line 139.64 feet; thence Northwesterly 203.11 feet to a point on the West line of said Southwest Fractional Quarter 202 feet North of the point of beginning; thence South along said West line 202 feet to the point of beginning, (Except that part lying in Illinois Route 38 as described in a deed to the State of Illinois recorded October 11, 1960 as Document Number 931301; also except that part (hereinafter referred to as "Parcel #1") described as follows: Beginning at the intersection of the West line of said Section 31 with the center line of Federal Aid Route 7 as described in Document No. 898956 recorded in Kane County, Illinois; thence Southeasterly along said center line to the intersection with the East line of a tract of land described in Document No. 441901 recorded in Kane County, Illinois, extended Southerly; thence continuing Southeasterly along the center line of said Federal Aid Route 7 for a distance of 20.0 feet to a point; thence Northerly parallel with the East line of a tract of land described in said Document No. 441901 to a point that is 60.0 feet distant from (as measured on a normal line) the center line of said Federal Aid Route 7; thence Northwesterly concentric with said center line to a point in the West line of said Section 31; thence Southerly along said West line to the point of beginning; also except that part described as follows: Beginning at the intersection of the West line of Maple Park with the North line of the above described parcel # 1; thence Easterly along said North line for a distance of 10 feet to a point; thence Northwesterly to a point in the Easterly right of way line of Maple Park Road, said point being 150 feet from the point of beginning; thence South along said Easterly right of way line to the point of beginning; also except that part described in an order vesting title recorded October 25, 1995 as Document 95K063880), in the Township of Virgil, County of Kane and State of Illinois.

Permanent Real Estate Index Numbers: 07-31-300-004 and 07-31-300-011

Address of Real Estate: 2.14 Acres NE corner of IL Rt. 38 & County Line Road, Maple Park, Illinois

ALSO:

That part of the Southwest fractional Quarter of Section 31, Township 40 North, Range 6 East of the Third Principal Meridian, described as follows: Commencing at the point of intersection of the West line of said Southwest fractional Quarter with the center line of United States Highway No. 301; thence North along the West line of said fractional Quarter Section, 202 feet for the point of beginning; thence North along the West line of said fractional Quarter Section, 461 feet; thence East at right angles to said West line 130 feet; thence South parallel with the West line of said fractional Quarter Section 555.10 feet to the Northerly line of a tract of land conveyed to Justus G. Hale and wife by Deed dated September 9, 1939 and recorded September 11, 1939 in Book 1089, Page 270 as Document 441901; thence Westerly along said Northerly line 230.11

feet to the point of beginning, in the Township of Virgil, Kane County, Illinois, EXCEPT that part conveyed to the People of the State of Illinois by Deed recorded as Document 95K022060. Permanent Real Estate Index Number: 07-31-300-009

Address of Real Estate: 2N389 County Line Road, Maple Park, Illinois 60150; ALSO

That part of the Southwest fractional Quarter of Section 31, Township 40 North, Range 6 East of the Third Principal Meridian, described as follows: Commencing at the Northwest corner of said Southwest fractional Quarter; thence Easterly, along the North line of said Southwest fractional Quarter, 180.00 feet for a point of beginning; thence Southerly, at an angle of 89 degrees 57 minutes 31 seconds, measured counterclockwise from the last described course, parallel with the West line of said Southwest fractional Quarter, 692.20 feet; thence Southeasterly, at an angle of 117 degrees 29 minutes 52 seconds, measured clockwise from the last described course, 336.66 feet; thence Northerly, at an angle of 62 degrees 30 minutes 08 seconds, measured clockwise from the last described course, 847.86 feet to the North line of said Southwest fractional, Quarter; thence Westerly at an angle of 89 degrees 57 minutes 31 seconds, measured clockwise from the last described course, 298.63 feet to the point of beginning, all in the Township of Virgil, County of Kane and State of Illinois.

EXHIBIT B

PRELIMINARY PLAT AND PRELIMINARY PLAN

VILLAGE OF MAPLE PARK, ILLINOIS

ORDINANCE NO. 2007-29

AN ORDINANCE PROVIDING FOR THE ANNEXATION OF CERTAIN TERRITORY
COMMONLY KNOWN AS THE TOWNE CENTRE PROPERTY TO
THE VILLAGE OF MAPLE PARK

ADOPTED BY
THE PRESIDENT AND
BOARD OF TRUSTEES
OF THE
VILLAGE OF MAPLE PARK, ILLINOIS

Published in pamphlet form by authority of the President and Board of Trustees of the Village of
Maple Park, Kane and DeKalb Counties, Illinois,
this 6th day of November 2007.

Return to:
Village of Maple Park
P.O. Box 220
302 Willow Street
Maple Park, Illinois 60151

**ANNEXATION AGREEMENT BETWEEN
THE VILLAGE OF MAPLE PARK
AND VIRGIL PROPERTIES, LLC**

Return to:
Village of Maple Park
P.O. Box 220
302 Willow Street
Maple Park, Illinois 60151

**AN ORDINANCE PROVIDING FOR THE ANNEXATION OF CERTAIN TERRITORY
COMMONLY KNOWN AS THE TOWNE CENTRE PROPERTY TO
THE VILLAGE OF MAPLE PARK**

WHEREAS, a written petition, signed by the legal owners of record of all land within the territory hereinafter described, a copy of which is attached hereto as Exhibit "A," and by the electors residing thereon, has been filed with the Village Clerk of the Village of Maple Park, Kane and DeKalb Counties, Illinois, requesting that certain territory be annexed to the Village of Maple Park; and

WHEREAS, the said territory is not within the corporate limits of any municipality; and

WHEREAS, notice of said annexation has been given or will be given to public bodies required to receive such notice pursuant to statute; and

WHEREAS, copies of such notices required to be recorded, if any, have been or will be recorded in the Office of the Recorder of Kane County; and

WHEREAS, all petitions, documents, and other necessary legal requirements are in full compliance with the statutes of the State of Illinois, specifically Sections 7-1-1 *et seq.* of the Illinois Municipal Code; and

WHEREAS, it is in the best interests of the Village of Maple Park that the territory be annexed thereto,

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAPLE PARK, KANE AND DEKALB COUNTIES, ILLINOIS:

SECTION ONE: That the territory commonly known as the Towne Centre property, as legally described in the Petition For Annexation attached as Exhibit "1" and indicated on the accurate map of annexed territory, as appended to Exhibit "2," be and hereby is annexed to the Village of Maple Park, Kane and DeKalb Counties, Illinois.

SECTION TWO: That the official map of the Village of Maple Park be amended to reflect the extension of corporate limits of the Village of Maple Park to include the said territory to the far side of any adjacent roadways annexed thereby.

SECTION THREE: That upon the annexation of the said territory the Village Clerk of the Village of Maple Park is directed hereto to file in the Office of the Recorder of Deeds of Kane County, Illinois, a certified copy of this Ordinance, together with an accurate map of the territory annexed, and to provide notice of this annexation to the Kane County Clerk and the United States Postal Service, as well as to record with the Recorder's Office all notices and affidavit of notice provided for said annexation.

SECTION FOUR: That the Village Clerk of the Village of Maple Park be and is hereby directed to publish this Ordinance in pamphlet form, pursuant to the Statutes of the State of Illinois, made and published.

SECTION FIVE: That all Ordinances or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

SECTION SIX: That this Ordinance shall be in full force and effect from and after its passage, approval and publication in the manner provided by law.

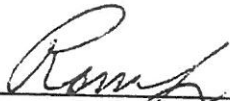
ADOPTED THE 6th DAY OF NOVEMBER 2007

AYES: Trustees Borg, Moisa, Lunardon, Pedersen, Curtis, Delaney

NAYS: 0


ABSENT: 0

APPROVED THE 6TH DAY OF NOVEMBER 2007.



Ross Dueringer, President
Village of Maple Park, Kane and DeKalb
Counties, Illinois

ATTEST:



Claudia Tremaine, Village Clerk
Village of Maple Park

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EXHIBIT "1"

PETITION FOR ANNEXATION

PETITION FOR ANNEXATION

TO: THE HONORABLE, THE VILLAGE PRESIDENT AND THE BOARD OF TRUSTEES, Village of Maple Park, Counties of Kane and DeKalb, Illinois
(For filing with the Village Clerk)

The undersigned Petitioner, Virgil Properties, LLC (the "Petitioner"), hereby respectfully petitions to annex to the Village of Maple Park, Kane and DeKalb Counties, Illinois (the "Village"), that tract of land legally described in Exhibit "A," attached hereto and made a part hereof (the "Territory"), and in support of said request, state the following under oath:

1. The Territory is not within the corporate limits of any municipality.
2. The Territory is contiguous to the corporate limits of the Village.
3. There are no electors residing on the Territory.
4. The Petitioner is the owner of record or comprises all of those authorized by the owners of record of the Territory (excluding adjacent rights of way).

WHEREFORE, THE PETITIONER RESPECTFULLY REQUESTS THE FOLLOWING:

1. That the corporate authorities of the Village annex the Territory along with adjacent rights of way to said Village in accordance with the provision of this Petition by an ordinance of the President and Board of Trustees of the Village of Maple Park pursuant to 65 ILCS 5/7-1-8, as amended.
2. That such other actions be taken by the Village as is necessary or appropriate to effect the annexation of the Territory to the Village.
3. That the annexation of the Territory herein petitioned for shall be subject to the approval and execution of mutually satisfactory annexation agreements with the corporate authorities of the Village with respect to the Territory, and to mutually satisfactory zoning of the Territory.
4. To the best of the undersigned's information and belief, the statements contained herein are true and correct.

DATED this 5th day of October, 2007 nunc pro tunc November 6, 2007.

VIRGIL PROPERTIES, LLC

By: Charles O'Connor
Managing Member

State of Illinois)
County of Kane)

Signed and sworn to before me on this
5th day of October, 2007

Claudia I. Tremaine
Notary Public



My commission expires _____

COUNTIES OF KANE AND DEKALB)

Claudia Lumarie
Village Clerk, Village of Maple Park,
Kane and DeKalb Counties, Illinois

EXHIBIT "2"

MAP OF TERRITORY

VILLAGE OF MAPLE PARK

ORDINANCE NO. 2007- 30

**AN ORDINANCE AMENDING THE ZONING DISTRICT MAP
TO PROVIDE FOR THE REZONING OF THE TOWNE CENTRE PROPERTY
FROM A-1 AGRICULTURAL DISTRICT TO B-2 GENERAL BUSINESS DISTRICT,
WITH A SPECIAL USE PLANNED UNIT DEVELOPMENT, AND APPROVING THE
PRELIMINARY PLAT OF SUBDIVISION AND PRELIMINARY PLAN.**

ADOPTED BY
THE PRESIDENT AND
THE BOARD OF TRUSTEES
OF THE
VILLAGE OF MAPLE PARK

Published in pamphlet form by authority of the President and the Board of Trustees of the
Village of Maple Park, Kane and DeKalb Counties, Illinois,
the 6th day of November 2007.

**AN ORDINANCE AMENDING THE ZONING DISTRICT MAP
TO PROVIDE FOR THE REZONING OF THE TOWNE CENTRE PROPERTY
FROM A-1 AGRICULTURAL DISTRICT TO B-2 GENERAL BUSINESS DISTRICT,
WITH A SPECIAL USE PLANNED UNIT DEVELOPMENT, AND APPROVING THE
PRELIMINARY PLAT OF SUBDIVISION AND PRELIMINARY PLAN.**

WHEREAS, the Village of Maple Park, Kane and DeKalb Counties, Illinois (hereinafter referred to as the "Village"), is organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, and is specifically authorized to exercise the powers in Division 13 thereof relating to the zoning of property and in Division 15 relating to the subdividing and platting of real estate; and

WHEREAS, there has been in full force and effect at all times hereto pursuant to said Code an ordinance of the Village known as the Zoning Ordinance of the Village of Maple Park, Illinois (hereinafter referred to as the "Zoning Ordinance"), providing, *inter alia*, for various zoning districts (Section 17.6.01), including A-1 Agricultural District (Section 17.7.01), B-2 General Commercial District (Section 17.9.02); a Zoning District Map (Section 17.6.01); a Special Use Planned Unit Development (Section 17.12.10); Zoning District Map Amendment (Section 17.12.07); and a Special Use and Preliminary Plan Procedure (Section 17.12.07[sic]); and

WHEREAS, also there has been in full force and effect at all times hereto pursuant to said Code an ordinance of the Village known as the Maple Park Subdivision Control Ordinance (hereinafter referred to as the "Subdivision Ordinance") providing for, *inter alia*, Required Improvements and Design Standards for Subdivisions (Section 3); Variations and Exceptions (Section 12-1); Preliminary Plat and Preliminary Planning (Section 8); and Planned Developments (Section 13-1); and

WHEREAS, Virgil Properties, LLC (the "Applicant") has filed an application for a map amendment to change the existing zoning of the property legally described in Exhibit "A" ("Property") from A-1 Agricultural District to B-2 General Commercial District for the remainder of Property; a special use permit for a planned unit development; and for preliminary planned unit development and plat approval, and for necessary variances from the Zoning Ordinance; and

WHEREAS, Notice of Public Hearing on said Application was published in the *DeKalb Daily Chronicle* as required by the ordinances of the Village and the statutes of the State of Illinois; and

WHEREAS, all other notices required by law were given; and

WHEREAS, a Public Hearing was conducted by the Planning Commission of the Village on October 18, 2007, pursuant to said notices; and

WHEREAS, the President and the Board of Trustees of the Village have received and reviewed the recommendations of the Planning Commission and the findings made relative to the petition, and have reviewed the report of the Public Relations and Development Committee; said findings and reports being incorporated herein by reference as though attached to and fully set forth herein.

BE IT THEREFORE ORDAINED by the President and Board of Trustees of the Village of Maple Park, Kane and DeKalb Counties, Illinois, at a duly convened regular meeting as follows:

SECTION ONE: That the recitals set forth hereinabove are incorporated herein by reference as part of this Ordinance.

SECTION TWO: That based on the findings and the report referenced herein, pursuant to Sections 17.6.01, 17.9.02, 17.12.07, 17.12.10 and other pertinent provision of the Zoning Ordinance, the Amendment of the Zoning District Map for the Property is hereby granted, and the zoning thereof changed from A-1 Agricultural District to B-2 General Commercial District, Special Use Planned Unit Development as depicted in the preliminary plat of subdivision and preliminary plan, consisting of two (2) documents entitled "Preliminary Plat" and "Preliminary Improvement Plan," both prepared by Rempe-Sharpe Consulting Engineers and dated October 2007, which are attached hereto as Exhibits "B-1" and "B-2" and incorporated by reference as if fully set forth herein; and the Zoning District Map with respect to the Property is hereby amended accordingly.

SECTION THREE: That consonant with, and in addition to the findings made by the Planning Commission, a Special Use Planned Unit Development pursuant to Section 17.12.10 of the Zoning Ordinance and Section 13 of the Subdivision Ordinance and other pertinent provisions of those ordinances is hereby granted with respect to the Property, subject to the terms and conditions set forth as follows:

A. Virgil Properties, LLC, is to be the primary developer, with the architectural standards, specifications and landscaping as set forth in the preliminary plat of subdivision and preliminary plan in Exhibit "B" and the recommendations of the Planning Commission as stated in the Village Planner's Memorandum of October 30, 2007, which is attached hereto as Exhibit "C" and incorporated herein by reference, to be incorporated in the final development.

B. The Property is approved for development of up to seven-one thousand nine hundred fifty square feet (71,950) of commercial space in not more than five (5) phases, subject to any variation granted in Section Four of this Ordinance:

C. Any existing structures on the Property must be demolished in compliance with all requirements of the Village.

D. A geotechnical report must be submitted by and reviewed and approved by the Village Engineer.

E. The Property will be constructed in conformance with the materials and renderings and landscaping as contained within the plans referenced hereinbelow.

F. The developer shall post a construction bond, or letter of credit, acceptable to the Village.

G. The developer agrees that, for purposes of construction of the planned project, that it and any agent of the developer, shall use only any construction route as planned and approved by the Village.

SECTION FOUR: That, further, based on the findings and the report referenced herein and as part of the granting of the Special Use Planned Unit Development aforesaid, the requirements of the Zoning Ordinance and Subdivision Ordinances as applied to the Property are varied as follows:

Section 17.11.03 requires one (1) parking space per 200 gross square feet for retail development. This Planned Unit Development will be permitted to develop at one (1) parking space per 250 gross square feet of development.

The conditions set forth in this Section are deemed to be fundamental elements of the relief granted herein from the zoning and subdivision requirements and are intended by the Village and the applicant to run with the Property and be binding upon any and all successors in interest to Applicant.

SECTION FIVE: That pursuant to Section 8-6 of the Subdivision Ordinance, subject to the terms and conditions set forth in the foregoing portions of this Ordinance, the following plats and plans, constituting the preliminary plat of subdivision and preliminary plan, is hereby approved, subject to the terms and conditions set forth in this Ordinance:

A. Preliminary Plat, prepared by Rempe-Sharpe Consulting Engineers and dated October 2007, which is attached hereto in Exhibit "B-1," consisting of one (1) sheet.

B. Preliminary Plat and Preliminary Improvement Plan, prepared by Rempe-Sharpe Consulting Engineers and dated October 2007, which is attached hereto in Exhibit "B-2," consisting of one (1) sheet.

SECTION SIX: That the recommendations and findings of the Planning Commission previously incorporated herein be and the same are hereby adopted as the findings of fact of the President and Board of Trustees of the Village.

SECTION SEVEN: That all Ordinances and Resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

SECTION EIGHT: That the Village Clerk of the Village be and is directed hereby to publish this Ordinance in pamphlet form, pursuant to the statutes of the State of Illinois.

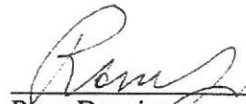
SECTION NINE: That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

AYES: Trustees Borg, Moisa, Lunardon, Pedersen, Curtis, Delaney

NAYS: 0

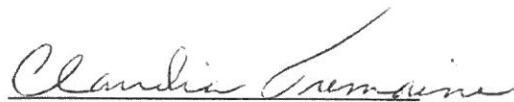
ABSENT: 0

APPROVED THE 6th DAY OF NOVEMBER 2007.



Ross Dueringer
President
Village of Maple Park,
Kane and DeKalb Counties, Illinois

ATTEST:



Claudia Tremaine
Village Clerk
Village of Maple Park