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SANDY WEGMAN
RECORDER - KANE COUNTY, IL
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Sandy Wegman
Kane County Recorder
719 S Batavia Ave, Bldg C
Geneva, IL 60134
630-232-5935

Recording Cover Page

Unofficial

RESOLUTION

Resolution 03-2016

RESOLUTION
VILLAGE OF GILBERTS

A Resolution authorizing a Connection Incentive Program Agreement between the Village of Gilberts and T Corporation

WHEREAS, on March 3, 2015, the Village Board passed Ordinance 05-2015, an Ordinance establishing a two-year incentive program to encourage properties located in the Central Area TIF that are currently using private wells to connect to the Village's potable water system. The "water connection incentive" program waived all Hill-Newby recapture fees and allowed for water connections fees to be repaid over a three year period on an installment plan; and

WHEREAS, the Village Board desires to support local businesses and promote economic development and would like to accommodate T Corporation's request for relief from the Village's water fees set forth in the Village Code; and

THEREFORE, be it resolved that Village shall authorize the Finance Director to enter into a Connection Incentive Program Agreement between the Village of Gilberts and T Corporation as follows:

Section 1: Water Connection Fee= $4,200.00

The Village will offer T Corporation a water connection installment payment plan for a three-year term of $116.66 per month.

Section 3: The Agreement

The Village of Gilberts hereby authorizes the water connection incentive program agreement and hereby authorized the Village President and Village Clerk to execute any such documents as are necessary and convenient to effectuate the payment of the water connection as here by attached hereto and made a part hereof as Exhibit A as approved.

Section 4:

This resolution shall be in full force and in effect from and after its passage and approval pursuant to law.

PASSED BY ROLL CALL VOTE OF THE BOARD OF TRUSTEES of the Village of Gilberts, Kane County, Illinois, this 23rd day of Feb 2016.

	Ayes	Nays	Absent	Abstain
Trustee David LeClercq	✓			
Trustee Dan Corbett	✓			
Trustee Nancy Farrell			✓	
Trustee Louis Hacker			✓	
Trustee Elissa Kojzarek			✓	
Trustee Guy Zambetti	✓			
President Rick Zirk	✓			

APPROVED THIS 23rd DAY OF Feb, 2016

SEAL OF THE VILLAGE OF GILBERTS INCORPORATED 1890 ILLINOIS (SEAL)

Village President, Rick Zirk

ATTEST: Debra Meadows

Village Clerk, Debra Meadows

Published: Feb. 24, 2016

CONNECTION INCENTIVE PROGRAM AGREEMENT

This Connection Incentive Program Agreement ("**Agreement**") is made and entered into this 23 day of Feb, 2016, by and between **T Corporation**, an Illinois incorporated company ("**T Corporation**") and the Village of Gilberts, an Illinois municipal corporation (the "**Village**"). T Corporation and the Village are hereinafter sometimes individually referred to as a "**Party**" or collectively as the "**Parties**".

RECITALS

WHEREAS, T Corporation is the owner of industrial property located at 36 Center Drive, Gilberts, Illinois ("**Property**") and

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WHEREAS, the Village Board had previously approved a "water connection incentive" program that allows utility connection fees to be paid over a three year term; and

WHEREAS, the Village Board has approved a TIF District in which the T Corporation's property is located; and

WHEREAS, T Corporation has requested relief from the Village's water connection fees, as described further in this Agreement; and

WHEREAS, the Village Board desires to support local businesses and promote economic development and is in favor of accommodating T Corporation request for relief from the Village's water fees set forth in the Village Code; and

WHEREAS, T Corporation and the Village have the authority to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms and conditions herein set forth, and the understanding of each Party to the other, the Parties hereby mutually covenant, promise and agree to the terms and provisions of this Agreement.

1. **Recitals.** The recitals set forth above are incorporated into this Section 1 as if fully set forth herein.

2. **Water Connection Fees.** The Village Board hereby authorizes, and T Corporation agrees to pay, the required water connection fee of $4,200.00 in monthly installments in an amount of $116.66 per month over a three year period.

3. **Compliance with Laws.** This Agreement does not waive or otherwise excuse T Corporation from complying with all other laws, ordinances, regulations, and policies applicable to the development or use of the Property, or the connection of the Property to Village utilities, except as expressly provided in this Agreement.

4. Default. In the event that T Corporation fails to pay any required installment payment or otherwise is in default of this Agreement, the Village shall have any one or any combination of the following rights and remedies, which the Village may exercise in its discretion:

A. The Village may terminate this Agreement. Upon termination, T Corporation will be required to immediately pay to the Village all of the delinquent payments, and all remaining installment payments shall become immediately due to the Village.

B. The Village may require T Corporation to reimburse the Village for the TIF reimbursement provided under Section 3 of this Agreement.

C. The Village may impose interest and penalties on the delinquent installment payments in accordance with the provisions of the Village Code that pertain to utility fees.

D. The Village may impose a lien on the Subject Property for any delinquent installment payments.

E. The Village may exercise any other remedy available under law or equity to collect any debt owed to the Village, including without limitation filing a lawsuit against T Corporation.

5. General Provisions.

A. No amendment or modification to this Agreement shall be effective unless and until the amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

B. The terms of this Agreement shall run with the land and bind and inure to the benefit of the Parties to this Agreement and their agents, successors, and assigns, and will be recorded against the Property to ensure that any future owners of the Property are on notice of the payment obligations under this Agreement.

C. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the Village.

D. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

E. This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements and negotiations between the parties, whether written or oral relating to the subject matter of this Agreement.

F. Neither party shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of any party to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the party's right to enforce such rights or any other rights.

H. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

I. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

J. This Agreement shall be enforceable in the Circuit Court of Kane County, Illinois by any of the Parties, by an appropriate action at law or in equity to secure the performance of the covenants herein described. If any clause or provision of this Agreement is determined to be illegal, invalid, or unenforceable under present or future laws, the remainder of this Agreement shall not be affected by such determination, and in lieu of each clause or provision that is determined to be illegal, invalid or unenforceable, there shall be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and legal, valid and enforceable.

K. 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 (i) personally (ii) sent by registered or certified mail, return receipt requested, postage prepaid, or (iii) served by facsimile transmission during regular business hours; addressed as follows:

<u>If to the Village:</u>
Village of Gilberts
87 Galligan Road
Gilberts, Illinois 60136
Attention: Village Clerk
Facsimile: 847-428-2955

<u>If to T Corporation</u>
T Corporation
c/o GC Realty & Development
796 W. Bartlett Rd.
Bartlett, IL 60103

IN WITNEES WHEREOF, the Parties hereto have entered into and executed this Agreement o the date and year written below.

Village of Gilberts
An Illinois Municipal Corporation

By:_____
Rick Zirk, Village President

T Corporation
An Illinois Corporation

By: T. Corporation

Name and Title: Kathleen Imelli, President

Date executed: Feb 24, 2016