

Village Board

Village President

Frank DeSimone

Trustees

Rosa Carmona

Ann Franz

Marie T. Frey

McLane Lomax

Nicholas Panicola Jr.

Armando Perez

Village Clerk

Nancy Quinn

Interim Village Manager

Daniel Schulze



Village of Bensenville, Illinois
VILLAGE BOARD
SPECIAL BOARD OF TRUSTEES MEETING
AGENDA
1:00 PM February 18, 2025

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. PUBLIC COMMENT (3 minutes per person with a 30 minute meeting limitation)
- V. APPROVAL OF MINUTES
- VI. WARRANT
- VII. **CONSENT AGENDA – CONSIDERATION OF AN “OMNIBUS VOTE”**
- VIII. **REPORTS OF STANDING COMMITTEES**
 - A. Community and Economic Development Committee – No Report
 - B. Infrastructure and Environment Committee – No Report
 - C. Administration, Finance and Legislation Committee – No Report
 - D. Public Safety Committee – No Report
 - E. Recreation and Community Building Committee – No Report
 - F. Public Works
 1. *An Ordinance Authorizing a Reimbursement Agreement for Public Improvements to Arthur Court by and between the Village of Bensenville, BR Bensenville Properties LLC, Roe-Lee Investments LLC, Grand and Church Inc., and Church Road Two LLC*
- IX. **REPORTS OF VILLAGE OFFICERS:**
 - A. PRESIDENT'S REMARKS:
 - B. VILLAGE MANAGER'S REPORT:

C. VILLAGE ATTORNEY'S REPORT:

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

XII. EXECUTIVE SESSION

A. Review of Executive Session Minutes [5 ILCS 120/2 (C) (21)]

B. Personnel [5 ILCS 120/2 (C) (1)]

C. Collective Bargaining [5 ILCS 120/2 (C) (2)]

D. Property Acquisition [5 ILCS 120/2 (C) (5)]

E. Litigation [5 ILCS 120/2 (C) (11)]

XIII. MATTERS REFERRED FROM EXECUTIVE SESSION

XIV. ADJOURNMENT

TYPE:Ordinance**SUBMITTED BY:**Joe Caracci**DEPARTMENT:**Public Works**DATE:**February 18, 2025**DESCRIPTION:**

An Ordinance Authorizing a Reimbursement Agreement for Public Improvements to Arthur Court by and between the Village of Bensenville, BR Bensenville Properties LLC, Roe-Lee Investments LLC, Grand and Church Inc., and Church Road Two LLC

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SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

X	<i>Financially Sound Village</i>		<i>Enrich the lives of Residents</i>
	<i>Quality Customer Oriented Services</i>	X	<i>Major Business/Corporate Center</i>
X	<i>Safe and Beautiful Village</i>		<i>Vibrant Major Corridors</i>

COMMITTEE ACTION:

N/A

DATE:

N/A

BACKGROUND:

Arthur Court is an industrial roadway in the South Industrial Business District. The infrastructure has come to the end of its useful life, requiring immediate and substantial repairs. The property owners have approached the Village with a desire to fund the improvements fully instead of being part of a proposed Special Service Area.

KEY ISSUES:

The agreement identifies the terms that include:

- Property owners will pay for the cost of the design, construction, and construction engineering up to \$950,000
- The Village will pay for any additional costs above \$950,000
- The property owners will deposit their appropriate share in a Village account within five (5) business days
- Should the project not be completed and funds remain within the account after December 31, 2025, then the Village will reimburse interest accrued on the remaining balance after December 31, 2025 to the property owners.

ALTERNATIVES:

Discretion of the Village Board

RECOMMENDATION:

Staff recommends approval of the Ordinance Authorizing a Reimbursement Agreement for Public Improvements to Arthur Court by and between the Village of Bensenville, BR Bensenville Properties LLC, Roe-Lee Investments LLC, Grand and Church Inc., and Church Road Two LLC

BUDGET IMPACT:

The property owners will be funding the improvements up to \$950,000. Any additional funds necessary to complete the project will be paid for out of the Village's CIP account.

ACTION REQUIRED:

Approval of a Ordinance Authorizing a Reimbursement Agreement for Public Improvements to Arthur Court by and between the Village of Bensenville, BR Bensenville Properties LLC, Roe-Lee Investments LLC, Grand and Church Inc., and Church Road Two LLC

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Ordinance - Arthur Court Reconstruction	2/14/2025	Ordinance
Agreement - Arthur Court Reconstruction	2/14/2025	Backup Material

ORDINANCE NUMBER _____

**AN ORDINANCE OF THE VILLAGE OF BENSENVILLE, DUPAGE
AND COOK COUNTIES, ILLINOIS AUTHORIZING A REIMBURSEMENT
AGREEMENT FOR PUBLIC IMPROVEMENTS TO ARTHUR COURT BY AND
BETWEEN THE VILLAGE OF BENSENVILLE, DUPAGE AND COOK COUNTIES
ILLINOIS, BR BENSENVILLE PROPERTIES, ROE-LEE INVESTMENTS,
GRAND AND CHURCH, AND CHURCH ROAD TWO**

WHEREAS, the Village of Bensenville, DuPage and Cook Counties, Illinois (the “*Village*”) is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, the President and Board of Trustees of the Village of Bensenville (the “*Corporate Authorities*”) are charged with the responsibility of protecting the health, safety, and welfare of the residents of the Village; and

WHEREAS, BR Bensenville Properties, LLC, an Illinois limited liability company, is the owner of the property commonly known as 303 West Grand Avenue, Bensenville, Illinois 60106, and identified by permanent index number (PIN) 03-26-102-036; and

WHEREAS, Roe-Lee Investments, LLC, an Illinois limited liability company, is the owner of the property commonly known as 313 West Grand Avenue, Bensenville, Illinois 60106, and identified by permanent index number (PIN) 03-26-102-035; and

WHEREAS, Grand & Church, Inc., an Illinois corporation, is the owner of the property commonly known as 333 West Grand Avenue, Bensenville, Illinois 60106, and identified by permanent index number (PIN) 03-26-102-037; and

WHEREAS, Church Road Two, LLC, an Illinois limited liability company, is the owner of the property commonly known as 301 Arthur Court, Bensenville, Illinois 60106, and identified by permanent index number (PIN) 03-26-102-024; and

WHEREAS, the aforementioned properties abut Arthur Court, which is a public right-of-way owned and maintained by the Village; and

WHEREAS, said owners utilize Arthur Court to conduct their businesses and have determined that the use of Arthur Court in good condition is essential for the continued operation of their business enterprises; and

WHEREAS, the Village regularly undertakes infrastructure repairs or reconstruction of numerous rights-of-way within its corporate boundaries; and

WHEREAS, the owners requested that the Village undertake infrastructure improvements to Arthur Court and have agreed to provide funding for such planned infrastructure improvements, and the Village has agreed to accept such funding and undertake the infrastructure improvements to Arthur Court pursuant to and in accordance with the Reimbursement Agreement for Public Improvements to Arthur Court by and between the Village of Bensenville, Cook County, Illinois; BR Bensenville Properties, LLC; Roe-Lee Investments, LLC; Grand and Church, Inc, and Church Road Two, LLC, a copy of which is attached hereto and made a part hereof, as Exhibit A (the “*Reimbursement Agreement*”); and

WHEREAS, the Corporate Authorities have determined that it is advisable, necessary and in the best interests of the health, safety, and welfare of the residents of the Village to enter into the Reimbursement Agreement.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, as follows:

Section 1. That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2. That the Reimbursement Agreement, a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved substantially in the form presented to the Board of Trustees of the Village, with any and all such changes, substantive or otherwise, as may be authorized by the Village Manager, Village Attorney or Director of Public Works, the execution thereof by the Village President to constitute the approval of the Corporate Authorities of any and all changes or revisions therein contained.

Section 3. That the Village President, Village Manager, Village Clerk, Finance Director, Director of Public Works, Village Engineer and Village Attorney are hereby authorized and directed to execute and deliver the Reimbursement Agreement and any and all other documents necessary to implement the provisions, terms, and conditions thereof, and said parties are further authorized to undertake all required actions and financial transactions in accordance with the Reimbursement Agreement to undertake and complete the Arthur Court Public Improvements, as described in the Reimbursement Agreement.

Section 4. The officials, officers, employees, engineers, and attorneys of the Village are hereby further authorized to take such actions and incur such costs as are necessary to carry out the intent and purpose of this Ordinance and the Reimbursement Agreement.

Section 5. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

Section 6. All ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 7. This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

(Intentionally Left Blank)

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, this ____ day of February 2025, pursuant to a roll call vote, as follows:

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

Exhibit A

Reimbursement Agreement

**A REIMBURSEMENT AGREEMENT FOR PUBLIC IMPROVEMENTS
TO ARTHUR COURT BY AND BETWEEN THE VILLAGE OF BENSENVILLE,
DUPAGE AND COOK COUNTIES ILLINOIS; BR BENSENVILLE PROPERTIES,
LLC; ROE- LEE INVESTMENTS, LLC; GRAND AND CHURCH, INC;
AND CHURCH ROAD TWO, LLC**

THIS AGREEMENT (the “Agreement”) dated as of the 10 day of February 2025 (the “Effective Date”) by and between the **VILLAGE OF BENSENVILLE**, an Illinois municipal corporation, (the “Village”); **BR BENSENVILLE PROPERTIES, LLC**, an Illinois limited liability company; **ROE- LEE INVESTMENTS, LLC**, an Illinois limited liability company; **GRAND AND CHURCH, INC.**, an Illinois corporation; and, **CHURCH ROAD TWO, LLC**, an Illinois limited liability company (collectively, the “Owners”). The Village and the Owners shall collectively be known as the “Parties.”

RECITALS

WHEREAS, the Village is a unit of local government under the laws of the State of Illinois and has the authority to promote the health, safety and welfare of the Village and its residents, to encourage private development in order to enhance the local tax base, create employment opportunities and to enter into contractual agreements with private parties in order to achieve these goals; and

WHEREAS, BR Bensenville Properties, LLC, an Illinois limited liability company, is the Owner of the property commonly known as 303 West Grand Avenue, Bensenville, Illinois 60106, and identified by permanent index number (PIN) 03-26-102-036; and

WHEREAS, Roe-Lee Investments, LLC, an Illinois limited liability company, is the Owner of the property commonly known as 313 West Grand Avenue, Bensenville, Illinois 60106, and identified by permanent index number (PIN) 03-26-102-035; and

WHEREAS, Grand & Church, Inc., an Illinois corporation, is the Owner of the property commonly known as 333 West Grand Avenue, Bensenville, Illinois 60106, and identified by permanent index number (PIN) 03-26-102-037; and

WHEREAS, Church Road Two, LLC, an Illinois limited liability company, is the Owner of the property commonly known as 301 Arthur Court, Bensenville, Illinois 60106, and identified by permanent index number (PIN) 03-26-102-024; and

WHEREAS, Owners aforementioned properties abut Arthur Court, which is a public right-of-way owned and maintained by the Village; and

WHEREAS, Owners utilize Arthur Court to conduct their businesses and have determined that the use of Arthur Court is essential for the continued operation of their business enterprises; and

WHEREAS, the Village regularly undertakes infrastructure repairs or reconstruction of numerous rights-of-way within its corporate boundaries; and

WHEREAS, the Owners have requested that the Village undertake certain infrastructure improvements to Arthur Court and have agreed to provide funding for such planned infrastructure improvements, and the Village has agreed to accept such funding and undertake the infrastructure improvements to Arthur Court, such infrastructure improvements being more specifically detailed and depicted on Exhibit A, a copy of which is attached hereto and made a part hereof, (collectively the “**Arthur Court Public Improvements**”); and

WHEREAS, the Parties recognize that it is in their best interests to coordinate the design, construction and installation of the Arthur Court Public Improvements to efficiently implement the Arthur Court Public Improvements and to ensure the ongoing operations of their commercial or industrial enterprises; and

WHEREAS, the Village President and Board of Trustees of the Village of Bensenville (the “**Corporate Authorities**”) have determined it is in the best interests of the Village and the health, safety, morals, and welfare of its residents to undertake the Arthur Court Public Improvements; and

WHEREAS, the Corporate Authorities and Owners have determined and agree: (i) that the Arthur Court Public Improvements are required and necessary for the continued viability of their business enterprises; (ii) as a direct benefit of this Agreement and the contemplated Arthur Court Public Improvements, the real estate value of the Owners properties will increase and the health, safety, and welfare of the residents and business Owners of the Village will be safeguarded and improved; and (iii) the completion of the Arthur Court Public Improvements will limit harmful effects caused by the current condition of Arthur Court for both the Village and Owners; and

WHEREAS, the Owners have agreed, in reliance on the Village’s commitments set forth in this Agreement, to provide the funding necessary for the Village to undertake the Arthur Court Public Improvements, all in accordance with this Agreement; and

WHEREAS, the Village has agreed, in reliance on Owners commitments set forth in this Agreement, to undertake the Arthur Court Public Improvements, all in accordance with this Agreement; and

WHEREAS, the Corporate Authorities, in accordance with the authority granted to them under the Illinois Municipal Code, have determined that it is advisable, necessary and in the best interests of the health, safety, and welfare of the residents of the Village to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties covenant and agree with each other as follows:

ARTICLE 1: RECITALS AND DEFINITIONS

Section 1.01. Recitals. The statements, representations, covenants, and recitations set forth in the foregoing recitals are material to this Agreement and are incorporated into and made a part of this Agreement as though they were fully set forth herein. The Parties acknowledge the accuracy and validity of such statements, representations, covenants, and recitations.

Section 1.02. Term. This Agreement shall be in full force and effect from the Effective Date and shall remain in full force and effect until (i) completion of the Arthur Court Public Improvements, as determined in the sole discretion of the Village, or (ii) December 31, 2026, whichever occurs later in time (the “Term”).

ARTICLE 2: REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations of Village. The Village makes the following representations and warranties, which are true and correct on the date hereof:

A. Due Authority. The Village has full lawful right, power, and authority, under current applicable law, to execute, deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary Village proceedings, findings, and actions. Accordingly, this Agreement constitutes the legal valid and binding obligation of the Village, enforceable in accordance with its terms.

B. No Defaults or Violation of Law. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

C. Litigation. To the best of the Village’s knowledge, there is no other litigation, proceeding, or investigation pending or threatened against the Village seeking to restrain, enjoin, or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Village to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity, or performance by the Village of the terms and provisions of this Agreement.

Section 2.02. Representations of Owners. Owners make the following representations and warranties, which are true and correct on the date hereof:

A. Due Authority. Owners have all necessary power and authority to execute, deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of Owners herein, and such execution and delivery have been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligation of Owners, enforceable in

accordance with its terms.

B. No Defaults or Violation of Law. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

C. Litigation. To the best of Owners knowledge, there is no litigation, proceeding, or investigation pending or threatened against Owners seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of Owners to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity, or performance by Owners of the terms and provisions of this Agreement.

D. No Material Change. Owners have not experienced a materially adverse change in the business, financial position, or results of their operations that could reasonably be expected to adversely affect Owners ability to perform its obligations pursuant to this Agreement.

E. Corporate Authority. This Agreement has been, and all the documents to be delivered by Owners to the Village have been, duly authorized, executed, and delivered by Owners; are legal, valid, and binding obligations of Owners; are enforceable in accordance with their respective terms; and do not and will not violate any provisions of any agreement to which any Owner is a party by which their properties are bound. No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body in connection with the execution, delivery, and performance by Owners of this Agreement.

F. No Default. No default or event of default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of Owners under this Agreement, or any other material agreement or material instrument to which Owners are a party or by which Owners are bound.

G. Ownership of Property. Owners are the property owner(s) of the properties identified above and the Owners have the right to continue to occupy the Property and operate their business enterprises.

H. Compliance with Laws. To the best of Owners knowledge, Owners are complying in all material respects with all laws, orders, decrees, decisions, rules, regulations and requirements governing their properties and applicable to any of its affairs, business, and operations as contemplated by this Agreement.

I. **Other Disclosures.** The information furnished to the Village by Owners in connection with the matters covered in this Agreement are true and correct, and do not contain any untrue statement of any material fact and do not omit to state any material fact required to be stated therein or necessary to make any statement made therein, in light of the circumstances under which it is made, not misleading.

Section 2.03. Survival of Representations and Warranties. Owners agree that all of the representations and warranties, and the Village agrees that all of its representations and warranties, set forth in this Article or elsewhere in this Agreement, are true as of the Effective Date and will be true in all material respects at all times hereafter during the Term of this Agreement.

ARTICLE 3: CONSTRUCTION OF ARTHUR COURT PUBLIC IMPROVEMENTS

Section 3.01. Village Covenants to Owners to Design and Construct Arthur Court Public Improvements. Subject to Owners financing obligations set forth herein, Village shall be solely responsible for securing appropriate bids and awarding contracts to third parties for the design and construction of the Arthur Court Public Improvements in accordance with **Exhibit A** of this Agreement.

Section 3.02. Village's Standard of Care. Village shall ensure that the design and construction of the Arthur Court Public Improvements will be undertaken: (i) in a good and workmanlike manner; and (ii) in accordance with all applicable laws and regulations.

Section 3.03. Contractors and Subcontractors. Village shall be solely responsible for the oversight and performance of all its contractors and subcontractors concerning the Arthur Court Public Improvements and Owners shall have no responsibility or liability concerning same.

ARTICLE 4: FINANCING OF ARTHUR COURT PUBLIC IMPROVEMENTS

Section 4.01. Owners to Advance Costs for the Design and Construction of the Arthur Court Public Improvements. Within five (5) business days of the Effective Date of this Agreement, Owners shall provide immediately available funds to the Village to undertake and complete the Arthur Court Public Improvements in the amount of Nine Hundred and Fifty Thousand Dollars and no/100 (\$950,000.00), in accordance with the proportional allocated amounts due from the Owners, as more fully identified and calculated on **Exhibit B**, a copy of which is attached hereto and made a part hereof (the "**Owners Payment**"). Each Owner shall only be required to deposit the amount attributed to that Owner in **Exhibit B**. The Owners Payment shall be the Owners entire cost under this Agreement for the Arthur Court Public Improvements. The Village shall be required to contribute any excess funds to complete the Arthur Court Public Improvements over and above the Owner's Payment. The Owners Payment shall be unconditionally and irrevocably deposited with the Village by wire transferred funds. The Owners Payment may be made in multiple deposits from various sources, but the full Owner's Payment must be received by the Village within the time set forth herein. The Village shall maintain a dedicated account solely containing the Owners Payment from which all expenditures related to the Arthur Court Public Improvements shall be drawn. The Village shall not use any portion of the Owners Payment for any purpose other than the Arthur Court Public Improvements. However, the

Village may withdraw from this account to reimburse other Village funds for any expenditures made by the Village related to the Arthur Court Public Improvements prior to this Agreement (e.g., design/engineering costs). All interest earned on the Owners Payment on or before December 31, 2025, shall be retained by the Village. If there exists any remainder of the Owners Payment in the account after December 31, 2025, all interest earned on such remainder going forward shall be refunded to the Owners by the Village at the completion of the Arthur Court Public Improvements pursuant to the pro rata allocation of deposits with the Village by the Owners on Exhibit B. If for any reason, or no reason, the Village fails to start the Arthur Court Public Improvements by December 31, 2026, the Owners shall have the right to receive a full refund of the Owners Payment as their sole and exclusive remedy. The Village shall not be liable in any other way for failing to start the Arthur Court Public Improvements. Upon completion of the Arthur Court Public Improvements, the Village shall provide the Owners with documentation of the total cost expended to undertake and complete the Arthur Court Public Improvements Project. Following the expiration of the Term, the Village shall refund the Owners any unused remaining balance of the Owners Payment pursuant to the pro rata allocation of deposits with the Village by the Owners on Exhibit B. The Village's obligation to refund any remaining balance is contingent upon satisfaction of the terms and conditions of this Agreement. The Village shall have no obligation to refund any amount if there exists an Event of Default that is continuing. The Village's requirement to refund any remaining funds shall be paid solely from the previously deposited Owners Payment that remains uncommitted, unallocated and unspent after the completion of the Arthur Court Public Improvements.

ARTICLE 5: DEFAULTS AND REMEDIES

Section 5.01. Events of Default; Remedies; Cure.

A. Event of Default. The occurrence of any one or more of the following events, subject to the provisions of Force Majeure and this Article, shall constitute an "Event of Default" hereunder by the applicable party: (i) the failure of a party to perform, keep or observe, in all material respects, the covenants, conditions, obligations of such party under the Agreement; and (ii) the making or furnishing by a party of any written representation, warranty, certificate, schedule, report, or other communication within or in connection with this Agreement which, when made, is or was materially untrue or materially misleading in any material respect;

B. Remedies. Upon the occurrence of an Event of Default, which continues after written notice thereof and the expiration of the applicable curative period without cure having been effectuated, the sole remedies of the non-defaulting parties shall be injunctive relief and specific performance of this Agreement to secure and enforce any part of this Agreement in any court of competent jurisdiction or by any other action or proceeding at law or in equity. No party shall be entitled to economic, consequential, incidental, preventative or punitive damages resulting from an Event of Default.

C. Curative Period. In the event a party to this Agreement shall fail to perform an act or covenant which it is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be

deemed to have occurred unless that party has failed to cure such default within ten (10) days of its receipt of a written notice from the other party specifying the nature of this default; provided, however, with respect to those defaults which are not capable of being cured within such ten (10) day period, the Parties shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such ten (10) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured, but in no event shall such cure period exceed thirty (30) days of its receipt of written notice from the other party specifying the nature of the default.

D. Non-Waiver. The failure of any party to this Agreement to insist upon 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 Parties' rights, to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect. No waiver by either party shall be valid or binding on such party unless it is has been consented to in writing.

E. Cumulative Remedies. Unless expressly provided otherwise herein, the rights and remedies of the Parties provided for herein shall be cumulative and concurrent and shall include all other rights and remedies available at law or in equity, may be pursued singly, successively, or together, at the sole discretion of either party and may be exercised as often as occasion therefore shall arise.

ARTICLE 6: MISCELLANEOUS PROVISIONS

Section 6.01. Notice. Any notice or other communication given under this Agreement shall be in writing, and shall be deemed delivered by the addressee thereof when delivered at the address set forth below one (1) business day after deposit thereof with any recognized private courier company that provides overnight delivery service, or three (3) business days after deposit thereof in any main or branch United States Mail, certified mail, return receipt requested, postage prepaid, properly, addressed to the Parties, respectively, as follows:

If to Village:	Office of the Village Manager Village of Bensenville 12 South Center Street Bensenville, Illinois 60106
With a copy to:	Office of the Village Clerk Village of Bensenville 12 South Center Street Bensenville, Illinois 60106
If to:	Roe-Lee Investments, LLC Attn: Jeannine Roesch-Lee, Manager 313 West Grand Avenue

Bensenville, Illinois 60106

With a copy to: Bret Rappaport
Hardt, Stern & Kayne, P.C.
2610 Lake Cook Road, Suite 200
Riverwoods, Illinois 60015

If to: BR Bensenville Properties, LLC
Attn: R4, LLC
Daniel Roesch, Manager
200 West Grand Avenue
Elmhurst, Illinois 60126

With a copy to: Bret Rappaport
Hardt, Stern & Kayne, P.C.
2610 Lake Cook Road, Suite 200
Riverwoods, Illinois 60015

If to: Grand & Church, INC
Attn: Catherine Roesch, President
313 West Grand Avenue
Bensenville, Illinois 60106

With a copy to: Bret Rappaport
Hardt, Stern & Kayne, P.C.
2610 Lake Cook Road, Suite 200
Riverwoods, Illinois 60015

If to: Church Road Two, LLC
Attn: Ken Seroka, Manager
301 Arthur Court
Bensenville, IL 60106

With a copy to: Louis Rascia
Griffith & Jacobson, LLC
20 N. Clark Street #3300
Chicago, IL 60602

The Parties may change the address to which such notices are to be sent by giving prior written notice to the other Parties.

Section 6.02. Amendment. This Agreement may not be amended without the prior written consent of the Village and Owners.

Section 6.03. Entire Agreement. This Agreement (including each Exhibit attached hereto, which is hereby incorporated herein by reference), the documents, agreements and other

instruments to which reference is made herein or therein constitute the entire agreement between the Parties hereto and supersede all prior agreements, negotiations, and discussions between the Parties relative to the subject matter hereof.

Section 6.04. Limitation of Liability. No officer, official, employee, manager, attorney, agent, or consultant of any of the Parties shall be held personally liable in the event of any default or breach by a party concerning this Agreement or any obligation under the terms of this Agreement.

Section 6.05. Further Assurances. Owners and Village agree to take such action, including execution and delivery of such documents or instruments as may become necessary or appropriate to carry out the terms, provisions, and intent of this Agreement.

Section 6.06. Enforceability of Agreement. This Agreement shall be enforceable in any court of competent jurisdiction within the County of DuPage, Illinois by any of the Parties by an appropriate action at law or in equity to secure the performance of the provisions and covenants herein described. The Parties agree to waive any right to a trial by jury. The Owners and Village agree to be solely responsible for their own court cost and attorney fees.

Section 6.07. Disclaimer. Nothing contained in this Agreement, nor any act of either or both Parties to this Agreement, shall be deemed construed by any of the Parties or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship by or among such Parties except as expressly set forth herein.

Section 6.08. Headings. The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define, or expand the content thereof.

Section 6.09. Severability. If any provision in this Agreement, or any paragraph, sentence, clause, phrase, word, or the application thereof, in any circumstance, is held invalid, this Agreement shall be construed as if such invalid part were never included herein, and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

Section 6.10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the County of DuPage and State of Illinois, without regard to its conflicts of law principles.

Section 6.11. Binding Effect. This Agreement shall be binding upon Owners, the Village and their respective successors and permitted assigns and shall inure to the benefit of Owners, the Village and their successors and permitted assigns.

Section 6.12. Force Majeure. The Village shall not be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by war, tariffs, fire or other casualty, strike, shortage of material or labor, or unusually adverse weather conditions. The time for a party's performance of any obligation under this Agreement shall be extended on a during the period of the event of Force Majeure.

Section 6.13. Covenants. The covenants set forth in this Agreement shall be binding upon any assignee, successor in interest or transferee and remain in effect during the Term of this Agreement.

Section 6.14. No Joint Venture, Agency or Partnership Created. Nothing in this Agreement, whether expressed or implied, or any actions of the Parties shall be construed or is intended to confer any rights or remedies under or by reason of this Agreement on any other persons or third party to create the relationship of a partnership, agency, or joint venture between or among such party, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third parties to either the Village or Owners, nor shall any provision give any third parties any rights of subrogation or action over or against either the Village or Owners. This Agreement is not intended to and does not create any third-party beneficiary rights whatsoever.

Section 6.15. Time of the Essence. Time is of the essence of this Agreement.

Section 6.16. Cooperation. The Village and Owners each covenant and agree that each will do, execute, acknowledge and deliver or cause to be done, executed and delivered, such agreements and documents supplemental hereto and such further acts, pledges and transfers as may be reasonably required in respect of this Agreement. The Parties will use commercially reasonable efforts to cooperate with all reasonable requests made by the other party to effectuate the intent of this Agreement.

Section 6.17. Assignment. This Agreement shall not be assigned without the express written approval of the Parties hereto.

Section 6.18. Approvals; Materiality. Except as otherwise provided in this Agreement, whenever consent or approval of a party is required, such consent or approval shall not be unreasonably withheld, delayed, or conditioned. All of Owners performance obligations set forth in this Agreement shall be deemed complete upon material satisfaction of the same. Except as otherwise set forth in this Agreement, strict compliance with all obligations hereunder shall be required.

Section 6.19. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

[Intentionally Left Blank]

IN WITNESS WHEREOF, the Village and Owners have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

VILLAGE OF BENSENVILLE, ILLINOIS,
an Illinois municipal corporation

Village President

ATTEST:

Village Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF DUPAGE)

On this ____ day of _____, 2025, before me, personally appeared Frank DeSimone, personally known, who being by me duly sworn did say that he is the Village President of the Village of Bensenville, Illinois, an Illinois municipal corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Trustees and acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in DuPage County, Illinois the day and year last written above.

Notary Public

Printed Name: _____

My commission expires:

IN WITNESS WHEREOF, the Village and Owners have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

Jeannine Roesch Lee
GRAND AND CHURCH, INC.,
an Illinois corporation

By: Jeannine Roesch Lee

Its: Managing Member

STATE OF ILLINOIS)
) ss.
COUNTY OF DuPage)

On this 10 day of February 2025, before me, personally appeared Jeannine Roesch Lee personally known, who being by me duly sworn did say that he/she is the Managing Member of Grand + Church Inc, an Illinois Inc, that said instrument was signed on behalf of said entity and acknowledged said instrument to be the free act and deed of said entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the aforesaid county in Illinois the day and year last written above.



Susan M. Saxton
Notary Public

Printed Name: Susan M. Saxton

My commission expires: Feb 28, 2027

IN WITNESS WHEREOF, the Village and Owners have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

Jeannine Roesch Lee
ROE-LEE INVESTMENTS, LLC,
an Illinois limited liability company

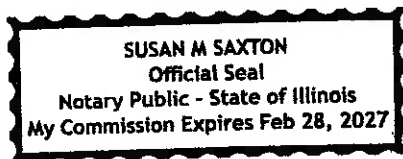
By: Jeannine Roesch-Lee

Its: member

STATE OF ILLINOIS)
) ss.
COUNTY OF DuPage)

On this 10 day of February 2025, before me, personally appeared Jeannine Roesch Lee personally known, who being by me duly sworn did say that he/she is the Managing President of Roe-Lee Investment LLC, an Illinois LLC, that said instrument was signed on behalf of said entity and acknowledged said instrument to be the free act and deed of said entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the aforesaid county in Illinois the day and year last written above.



Susan M. Saxton
Notary Public

Printed Name: Susan M. Saxton

My commission expires: Feb 28, 2027

IN WITNESS WHEREOF, the Village and Owners have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

Daniel Roesch
BR BENSENVILLE PROPERTIES, LLC,
an Illinois limited liability company

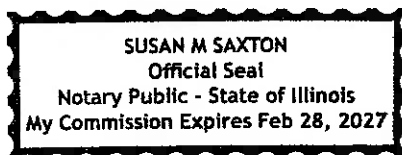
By: DANIEL ROESCH

Its: MEMBER

STATE OF ILLINOIS)
) ss.
COUNTY OF Dupage)

On this 10 day of February, 2025, before me, personally appeared Daniel Roesch personally known, who being by me duly sworn did say that he/she is the Manager of BR Bens. Propu, an Illinois LLC, that said instrument was signed on behalf of said entity and acknowledged said instrument to be the free act and deed of said entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the aforesaid county in Illinois the day and year last written above.



Susan M. Saxton
Notary Public

Printed Name: Susan M. Saxton

My commission expires: Feb 28 2027

IN WITNESS WHEREOF, the Village and Owners have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

Kenn Seroka

CHURCH ROAD TWO, LLC,
an Illinois limited liability company

By: Kenneth Seroka

Its: Manager

CHURCH ROAD TWO, LLC,
an Illinois limited liability company

By: Kent Gundlach

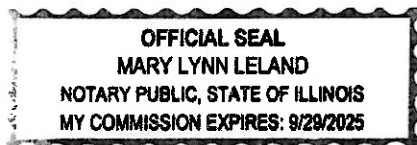
Kent Gundlach

Its: Manager

STATE OF ILLINOIS)
) ss.
COUNTY OF Will)

On this 7 day of February, 2025, before me, personally appeared Ken Seroka and Kent Gundlach personally known, who being by me duly sworn did say that Ken and Kent are the managers of Church Road Two, an Illinois limited liability company, that said instrument was signed on behalf of said entity and acknowledged said instrument to be the free act and deed of said entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the aforesaid county in Illinois the day and year last written above.



Mary Lynn Leland
Notary Public

Printed Name: Mary Lynn Leland

My commission expires:

Exhibit A

Arthur Court Public Improvements

**Current Plans and Specifications are attached and subject to final modifications
and limited to improvements on Arthur Court only**

Exhibit B

Owners Payment

Owner	Property Address	Initial & Maximum Payment	% of Total Expense
BR Bensenville, LLC	303 Grand Ave.	\$150,845.00	15.878%
Roe-Lee Investments, LLC	313 Grand Ave.	\$82,650.00	8.7%
Grand and Church, Inc.	333 Grand Ave.	\$216,505.00	22.79%
Church Road Two, LLC	301 Arthur Ct.	\$500,000.00	52.63%
	TOTAL	\$950,000.00	