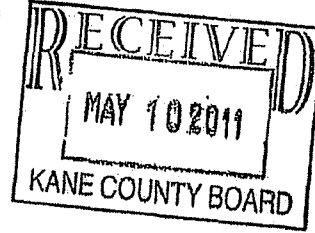


**DOCUMENT VET SHEET**  
for  
**Karen McConnaughay**  
Chairman, Kane County Board



Name of Document: Agreement Between the St. Charles  
Township Rd Dist, the Co. of Kane  
& the Crane Rd. Estates Homeowner Assoc

Submitted by: Joe Cullen

Phone Number: EXT 85322

Date Submitted: May 10, 2011

\*Re-examined:  
Examined by:

KC Shepard  
(Print name)

[Signature]  
(Signature)

6-10-2011  
(Date)

no for web

Comments: Previously reviewed + discussed w/  
Joe Cullen -  
Agreement approved + finalized prior to  
Board Action at May meeting KCS

Chairman signed:  Yes  No 6-13-11  
(Date)

Document returned to: Joe Cullen - will need to  
send to Co. clerk for ATTEST

AGREEMENT BETWEEN THE ST. CHARLES TOWNSHIP ROAD DISTRICT, THE  
COUNTY OF KANE AND THE CRANE ROAD ESTATES HOMEOWNERS ASSOCIATION

This Agreement ("Agreement") is entered into this \_\_\_ day of \_\_\_, 2010, by and between St. Charles Township Road District, an Illinois municipal corporation ("Township"), the County of Kane, an Illinois Governmental Entity ("County") and Crane Road Estates Homeowners Association, an Illinois not for profit corporation ("HOA"), collectively the "Parties" or "parties".

In consideration of the mutual promises of the parties and other good and valuable consideration, the parties hereby agree:

Section 1. Obligations of the Parties:

Once the conditions precedent stated below are met, the Parties agree to perform their obligations as follows:

A. HOA Obligation: The HOA will initially construct and maintain for the duration of this Agreement, the island designated on Exhibit A at their own cost and expense without any reimbursement from the Township. Maintenance will consist of, but not be limited to, replacement of paver blocks when/if necessary, repair of entrance monument or vegetation, etc. in order to keep the island in a safe, clean, and orderly appearance. The HOA may make changes to the design of the island landscaping/hardscaping at its discretion from time to time with the prior approval of the township. If the Township determines that the HOA is not keeping up said island to the Townships' standards, the Township, after consultation with the HOA, may require a reasonable amount additional maintenance by the HOA.

B. County Obligation: The County shall publish for and pass the appropriate SSA ordinances and bonds necessary to fund said improvements (as specified herein) levied against the properties in the Crane Road Estates Subdivision. The County shall also provide technical assistance to the Township to facilitate the improvements including but not limited to creation of bidding documents, facilitating the bidding process, construction observation and all related functions (all of which may be delegated to third party consultants at the discretion of the County). The County shall also provide for the proper assessment, levy, collection and payment of the bond/debt incurred to fund said improvements over the course of said loans.

C. Township Obligation: The Township shall during the construction season of 2011, complete the improvements to the Crane Road Estates Subdivision roads specified on the attached engineering plans shown on Exhibit A (all of which may be bid out to third party contractors in accordance with Illinois law). The Township shall contribute 50% of the cost of the resurfacing of the roadways on Exhibit A at the time of the construction project described herein. The Township shall further bear all expenses of future maintenance of said roadways, curbs and gutters which are a part of the right of way.

Section 2. Conditions precedent:

The following are additional obligations of the Parties and are the conditions precedent to the obligations specified above:

A. The HOA shall reasonably encourage residents to favor of the proposed SSA and to not file objections to the same. The HOA shall work with the Township and the County in preparation of the necessary documents, bonds, etc for said SSA. The HOA shall provide engineering plans to the County/Township for the proposed improvements. The County shall agree to include in the SSA funding reimbursement of the HOA for all engineering and legal expenses related to the SSA project.

B. The HOA shall amend its Covenants, and/or bylaws (or other governing documents) to authorize and require maintenance of island as specified in Section 1(A) above. The HOA shall submit proposed amended documents to the Township prior to passage for their review and comment.

C. The County shall enact a Special Service Area ("SSA") payable over 20 years on a fixed fee basis (non-ad valorem) at lowest rate obtainable for said bonds at the time of issuance (unless defeated by a vote of the residents at which point this agreement and all obligations between the parties shall terminate). The bonds shall cover all County, Township, and HOA legal, engineering and administrative expenses (specifically including the administrative costs and third party expenses of the County and the Township functions described in Sections 1 (B)) related to the creation of the SSA and the ongoing administration of the SSA. The SSA shall also cover the full cost of the curb portion of the project and fifty (50) percent of the cost of resurfacing of the streets shown on Exhibit A. The SSA shall be designed and enacted to cover all property in the Crane Road Estates Subdivision. The Township shall fund remaining costs not covered by the Bonds (i.e. the remaining 50% portion of the cost of the resurfacing portion of the project).

D. The Township shall contract with and/or perform all work to install 100% of curbs and full resurfacing of all streets as shown on Exhibit A in 2011.

Section 3. Notice. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If for HOA:

Crane Road Estates Home Owners Association  
C/O Rowell Management, Tom Hable  
2587 Millennium Drive, Suite H  
Elgin, IL 60124

If for Township:

Ron Johnson

St. Charles Township  
1725 Dean Street  
St. Charles, IL 60174

If for County:

Kane County Clerk's Office,  
719 S. Batavia Ave., Bldg. B, P.O. Box 70,  
Geneva, IL 60134

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

Section 4. Entire Agreement. This Agreement contains the entire agreement of the Parties, and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

Section 5. Amendment. This Agreement may be modified or amended if the amendment is made in writing and is signed by both Parties.

Section 6. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable, such provision shall be deemed deleted from this Agreement and replaced by a valid and enforceable provision which so far as possible achieves the parties' intent in agreeing to the original provision. The remaining provisions of this Agreement shall continue in full force and effect.

Section 7. Waiver. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

Section 8. Authority. The Parties warrant that they have full power and authority to enter into the this agreement and have obtained the necessary authorizations to do so by their respective Boards, residents, etc.

Section 9. Governing Law. This Agreement shall be governed, construed and enforced in accordance with the internal laws of the State of Illinois.

Section 10. Good Faith. The parties hereto covenant, warrant and represent to each other good faith, complete cooperation, due diligence and honesty in fact in the performance of all obligations of the parties pursuant to this Agreement.

Section 11. Execution. This Agreement may be executed in several counterparts and all so executed shall constitute one Agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart. Facsimile transmission of any signed original document, and the retransmission of any signed facsimile transmission, shall be

the same as delivery of the original signed document. At the request of any party, a party shall confirm documents with a facsimile transmitted signature by signing an original document.

This Agreement is executed and delivered as of the day and year first above written.

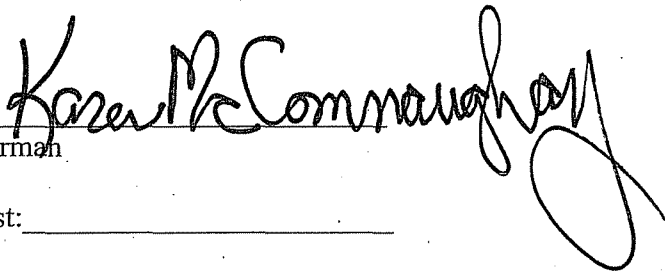
HOA:  
Crane Road Estates Home Owners Association

Township:  
St. Charles Township Road District

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

By: \_\_\_\_\_  
Ron Johnson

County of Kane

By:   
Chairman

Attest: \_\_\_\_\_

**Exhibit A**  
**Engineering Plans**



April 11, 2011

Karen McConnaughay, Chairman  
Kane County Board  
719 S. Batavia Ave.  
Geneva, IL 60134

RE: County of Kane/Crane Road Estates

Dear Chairman McConnaughay,

Thank you for giving us the opportunity to provide financing for this unique project involving the County of Kane, the St. Charles Township, and the Crane Road Estates Homeowners Association. We appreciate your consideration, and are pleased to provide this financing proposal to the County of Kane (the "Borrower") with respect to the credit facilities described below. Please understand that this is a proposal and not a loan commitment, and is subject to further due diligence.

**Term Loan:**

Amount: Up to \$950,000.

Borrower: County of Kane, as a Bank-Qualified Tax Exempt General Obligation Issue.

Purpose: To complete various road improvements in unincorporated St. Charles Township, specifically in the Crane Road Estates subdivision, in cooperation with St. Charles Township, coordinated through an intergovernmental agreement.

**Amortization/**

Maturity: Annual payments of principal plus accrued interest based upon a straight-line principal amortization with an installment of remaining principal outstanding plus accrued interest due at the end of twenty (20) years. One payment shall be made per year, in November with the specific date to be determined.

**Interest Rates:**

The facilities shall bear interest at the following rates:

Term Loan – Fixed at closing based on the 20 year Swap (floating to fixed) rate converting to a floating rate based on the 30 day LIBOR Rate plus 270 bps. Fixed rate as of 2/25/11 is 4.88%. (This rate is based on the debt being certified as "Bank Qualified Tax Exempt"). This rate changes daily and will be fixed upon the execution of the ISDA Swap Agreement.

"LIBOR" shall mean a rate of interest equal to the per annum rate of interest at which United States dollar deposits in an amount comparable to the amount of the relevant loan and for a period equal to



the relevant interest period are offered to the Bank in the London Interbank Eurodollar market prior to the commencement of such interest period. Interest periods will be ninety (30) day periods commencing on the first day of each calendar month.

Interest will be computed on the basis of a 360-day year and actual days elapsed.

**Default Interest:** [From and after the occurrence of an event of default, the interest rates applicable to all loans and other obligations will be increased by 5% per annum over the [highest] interest rate then effect and such interest will be payable on demand.]

**Fees:** A closing fee of .50% of the total commitment will be due and payable at closing. This closing fee will be the responsibility of, and be paid by the Crane Road Estates Homeowners Association.

**Documentation Fee:** \$450

**Collateral:** This loan is payable by the Borrower through a "Special Service Area" tax district established by the County of Kane for the specific purpose of funding the above referenced road improvements in cooperation with the St. Charles Township Road District, and the Crane Road Estates Homeowners Association.

**Prepayment Premium:** Yield as maintenance premium defined by the ISDA Swap Agreement.

**Financial Covenants:** The proposed credit facilities will be subject to financial covenants including but not limited to:

- None.

**Reporting Requirements:** The Borrower shall deliver the following to the Bank:

- Audited financial statements for Kane County, within 120 days of Borrower's fiscal year-end, certified by their accounting firm.

**Banking Relationships:** None Required.

**Additional Conditions:** Bank shall have received the following, the form and content of which must be satisfactory to the Bank:

- Loan documents will be prepared by the Bank's counsel at Crane Road Estates Homeowners Association's expense, and will be subject to review and acceptance by the Borrower's counsel.
- Receipt of an attorney's opinion letter from Crane Road Estates Homeowners Association's counsel certifying the Bank Qualified Tax Exempt designation of this proposed debt.
- Evidence of formal adoption of the Kane County Ordinance establishing the Special Service Area in Crane Road Estates, the approval to issue bonds, and the approval to levy taxes for the purposes of bond repayment.





- Evidence of an executed and formally adopted Intergovernmental Agreement between the St. Charles Township Road District, the County of Kane, and the Crane Road Estates Homeowners Association.

The proposed credit facilities will be further conditioned upon the following general terms and conditions:

- Evidence satisfactory to the Bank of compliance with all laws, ordinances, rules, regulations and restrictions affecting or relating to any collateral or the use thereof;
- Such other documents, instrument, certificates, opinions, assurances, consents and approvals as the Bank may request; and

**Credit Approval:** The Bank shall have received final credit approval for the proposed credit facilities. This financing proposal does not represent a commitment by the Bank to lend or make any other financial accommodations. Rather, the terms described in this financing proposal represent the indicative terms under which the Bank may consider providing credit as of the date hereof.

**Loan Documentation:** Borrower shall have executed and caused to be delivered a definitive loan agreement together with such loan documents, including instruments, documents, agreements, assignments, security agreements, financing statements, and certificates (the "Loan Documents") as the Bank and its legal counsel reasonably request in connection with the credit facilities on the basis outlined herein. The Loan Documents shall contain such representations, warranties, affirmative, negative and financial covenants, events of default and conditions precedent to advances as are normally contained in documents relating to transactions which are similar to those contemplated hereby, and others determined by the Bank to be appropriate to the circumstances. All financing statements and other evidence of liens and security interests relating to the collateral described above shall have been filed or recorded to the Bank's satisfaction. Additionally, the Bank shall have received any applicable (i) satisfactory payoff letters and collateral releases from prior lenders; (ii) such inter-creditor and subordination agreements as the Bank may request; and (iii) satisfactory opinions of counsel from the Borrower reasonably acceptable to the Bank. Borrower shall have received all necessary or appropriate waivers and consents.

**Due-Diligence/Work Deposit:** The Borrower shall pay the Bank, on the date of acceptance of this proposal, a Due Diligence/Work Deposit in the amount of \$4,750. If the Bank elects not to close this financing, the deposit shall be returned to the Borrower, less any expenses incurred by the Bank. If the Borrower elects not to close on this financing with the Bank, the Bank shall retain the full amount of the deposit as liquidated damages to compensate the Bank for time spent, expenses incurred, and labor and credit services performed by the Bank. The Borrower will pay all out of pocket expenses, including legal fees and expenses, incurred by the Bank in connection with the proposed credit facilities and will deliver such additional amounts as the Bank may request from time to time as reimbursement for such expenses.

**Miscellaneous:** The Bank may terminate this proposal at any time. The terms of this proposal may not be waived or modified unless such waiver or modification is expressly stated as such and specifically agreed to by the parties in writing, and shall be enforceable by the Bank and its successors or assignees. This proposal shall not be assignable by you.

**Confidentiality:** This proposal is for your confidential use only and may not be disclosed by you to any person other than your employees, attorneys and financial advisors (but not any commercial bank



or finance company), and then only in connection with the proposed credit facilities and on a confidential basis, except where disclosure is required by law or where the Bank consents to the proposed disclosure in writing.

Except for the "Due-Diligence/Work Deposit" provision of this financing proposal which is expressly intended to be a binding and fully enforceable obligation of the Borrower evidenced by the signature(s) below, this financing proposal is for discussion purposes only and does not constitute a binding commitment or any other obligation of the Bank or any affiliate thereof to make a loan or to provide credit.

Any commitment will be contingent upon: (i) the satisfactory completion of business and legal due diligence by the Bank; (ii) no default shall have occurred and be continuing with respect to any other credit facility of the Bank or any other lender to Borrower, any guarantor, or any pledgor of collateral, or any person or affiliate thereof; (iii) the absence of any development occurring with respect to the markets, collateral, pledgors of collateral, Borrower and/or guarantors which could, in the Bank's opinion, adversely affect the value of the collateral, the credit, financial condition or business operations of the Borrower, any guarantor, or any pledgor of collateral; and (iv) credit authorization of the proposed facilities with full and final credit approval by the appropriate officers and committee of the Bank. In addition, any such commitment will be subject to completion of comprehensive loan documentation that is satisfactory to the Bank in its sole discretion and to the execution and delivery thereof by Borrower, the Bank and any other parties required by the Bank. Delivery by the Bank of any draft loan documents and delivery by the Bank of final unsigned copies of loan documents, including, without limitation, the tendering of any mortgage or draft thereof, shall not constitute a commitment to make a loan or to provide credit. No party or entity should or can rely on any statements, oral agreements, draft documents, proposals, letters or other documents or items made or prepared as a result of or in the course of any negotiations or discussions relating to the subject matter of this financing proposal. This financing proposal is intended to be a brief summary of the indicative terms of the proposed facilities described herein and is not comprehensive. The loan documents will contain provisions not included in this financing proposal.

We are pleased to provide you with this financing proposal and encouraged by the prospect of establishing this relationship with you. If the terms of this proposal are acceptable to you, please sign the enclosed copy of this letter where indicated and return it with a check payable to MB Financial Bank, N.A. in the amount of \$4,750 by April 30, 2011 at which time this proposal shall otherwise expire.

If you have any questions, please contact me:

Sincerely,

Mitchell Belon  
Senior Vice President  
Commercial Banking  
MB Financial Bank, N.A.

