

PREPARED BY:

**Kenneth M. Florey
Brittany Flaherty Theis
Robbins Schwartz, Ltd.
550 Warrenville Road, Suite 460
Lisle, IL 60532**

MAIL RECORDED DEED TO:

(Space Above for Recorder's Use)

DEVELOPER DONATION AGREEMENT

This Developer Donation Agreement ("Agreement") is made the date set forth below, between Geneva CUSD No. 304 ("District"), Shodeen Construction Company, L.L.C. or any successor and assign of Shodeen Construction Company, L.L.C. ("Shodeen"), and the Village of Campton Hills ("Village") referred to collectively throughout this Agreement as the "Parties."

RECITALS

WHEREAS, Shodeen is the contract purchaser and subdivider of the real estate described on Exhibit "A" attached hereto and specifically referenced hereafter as the "Property."

WHEREAS, Shodeen planned the development of the Property as a mixed-use residential development of both townhomes and single family detached homes to be known as LaFox of Campton Hills, in accordance with zoning and development approvals granted by the Village of Campton Hills Ordinance ("Ordinance") [to be inserted in later draft upon clarification] (the "Project").

WHEREAS, Sections 9-6-1 through 9-6-21 of the Ordinance ("Land Cash Ordinance") requires certain land dedication, or in lieu of a land dedication a cash contribution or agreement.

WHEREAS, the Parties agree that as further set forth herein upon the issuance of a building permit for each residential dwelling unit to be constructed on the Property, Shodeen shall demonstrate to the Village that it is in compliance with the school land/cash contribution requirements of this Agreement.

WHEREAS, the Project anticipates construction of nine hundred (900) residential dwelling units on the Property, requiring builder payments to the District in the amount of Six Thousand Eight Hundred and no/100 Dollars (\$6,800) per residential dwelling unit, which shall increase annually by the Consumer Price Index – Urban Consumers (CPI-U) not to exceed three percent (3%) per year. As currently planned, the estimated total of such payments is Six Million One Hundred Twenty Thousand Dollars and no/100 Dollars (\$6,120,000), prior to adjustment for CPI. Shodeen shall make the payment

for each residential dwelling unit to the District at the time each building permit application is submitted to the Village, commencing upon application for the first residential dwelling unit building permit.

WHEREAS, the Village could consider creating a tax increment financing district for the Property (“TIF District”) and in such event the District agrees not to object to its creation.

WHEREAS, the Parties have agreed to compromise and settle all claims, if any, potentially arising by and between themselves or any related entity, relating to the terms of the Donation Agreement.

WHEREAS, the District has agreed to grant to Shodeen a utility easement over, under and across the 24 +/- acre vacant parcel owned by the District commonly known as Parcel #11-01-300-014, provided utilities and all necessary easements are located within the building setback lines.

NOW, THEREFORE, in consideration of the promises, the mutual covenants, payments, releases, rights, and obligations set forth herein, the adequacy, sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals.** The above recitals are incorporated into this Agreement.
2. **Payments to the District.** Notwithstanding any other statutory or Village Ordinance language to the contrary, Shodeen and the Village agree to pay to the District the following amounts:
 - A. Shodeen shall pay an amount of Six Thousand Eight Hundred and no/100 Dollars (\$6,800) per residential dwelling unit, regardless of the number of bedrooms or dwelling type, which amount shall be increased January 1, 2029 of each subsequent calendar year by the CPI-U as of December 31 of the prior year. The CPI-U increase applied shall not exceed three percent (3%) per calendar year. Such payments shall be made at the time Shodeen applies for a building permit for each residential dwelling unit. The Parties agree that the District may use these payments for any education or operation related expenses of the District.
 - B. Additionally, in the event the Village establishes a Tax Increment Financing District (TIF) that includes the Property, tax increment will be used to pay the District the full per capita tuition amount for each and every student enrolled in the District that resides in any of the Project residential dwelling units. Such payments shall be made annually for the duration of the TIF in accordance with 65 ILCS 5/11-74.4-8a Tax Increment Allocation Redevelopment Act (“TIF Act”) provided that if there is any conflict between the language of this Agreement and the TIF Act, the language of this Agreement shall control. The per capita tuition amount per student shall equal the most recently available annual per capita tuition cost as defined in Section 10-20.12a of the School Code. The District will not object to the creation of the TIF at any time. The terms of this Agreement shall not preclude the ability of the Village to seek reimbursement for all eligible expenses incurred by the Village related to this proposed development from the proceeds of the tax increment generated by said development (“Village Reimbursements”), as authorized by 65 ILCS 5/11-74.4-4 or in any other statutory manner provided that the Payments to the District as stated in this Agreement shall take precedence over and be paid first before the Village receives any and all Village Reimbursements.

3. **Mutual Releases.** The Parties hereby release and forever discharge each other, and their heirs, principals, shareholders, board, members, stockholders, owners, directors, officers, administrators, employees, agents, representatives, insurers, attorneys, parent companies, subsidiaries, successors and assigns, purchasers of any residential dwelling unit, and each of them, from all claims, demands, causes of actions, derivative lawsuits, losses, expenses, liabilities, and damages, including attorney's fees and court costs, whether in contract or tort, statutory or otherwise, which each Party has asserted or could have asserted against another Party in connection with and relating to any payment required by this Agreement, the Village's Land Cash Ordinance, and the Village's creation of a TIF District for 23 years for the Property. Such release shall not be interpreted as endorsement thereof. The Parties agree that this Mutual Release does not bar any claims for breach of this Agreement.
4. **Non-Assignment.** Each of the Parties represents that it has not assigned and will not assign any claim that has been or will be released pursuant to this Agreement.

Utility Easement. The District shall grant to Shodeen, its successors or assigns, a utility easement on, over, under and through only that portion of parcel 11-01-300-014 falling within the applicable building setback lines.
5. **Attorneys' Fees and Costs.** Each Party shall bear its own court costs and attorneys' fees in connection with the drafting, approval, and execution of this Agreement.
6. **Recording of Releases:** The provisions of this Agreement shall run with the land until all the donations to the District required to be paid under this Agreement have been paid. The Developer may deliver to the District and the District shall execute and return within thirty (30) days from the date of receipt, a release, in recordable form, confirming that required donations have been paid to date and releasing the Property, or any portion thereof, legally described in the release, from the covenants and provisions of this Agreement once the required donations have been paid to the District.
7. **Governing Law and Venue.** The Parties agree that this Agreement is to be governed by, construed, and interpreted in accordance with the laws of the State of Illinois. Any proceeding to enforce any provision of this Agreement shall be brought in the Circuit Court of Kane County, Illinois. In the event of any legal action to enforce or interpret this Agreement, the non-prevailing Party shall pay the reasonable attorneys' fees and other costs and expenses (including expert witness fees) of the prevailing Party in such amount as they may be determined.
8. **Binding Effect.** The Parties intend this Agreement to be legally binding on them, and to inure to their benefit and the benefit of their respective legal representatives, successors and assigns, parent companies, and subsidiaries. This Agreement has been jointly drafted by the Parties, and in the event any court determines any provision of this Agreement to be ambiguous, the ambiguity shall not be construed against any Party.
9. **Integration.** This Agreement shall constitute the entire agreement between the Parties and supersede any prior verbal or written agreement between the Parties concerning the subject matter of this Agreement.

10. **No Third-Party Beneficiary.** This Agreement is not intended to confer any rights upon any third party who is not a Party to this Agreement, but shall be binding upon any Shodeen successors, assigns or lenders and any purchaser of the Property or part thereof.
11. **Recording of this Agreement.** This Agreement shall be recorded with the Kane County Recorder against the Property and property index numbers in existence or created for each property included in the Project.
12. **Understanding of Agreement and Advice of Counsel.** The Parties each understand their right to discuss all aspects of this Agreement with their legal counsel, and to the extent desired, they have done so. The Parties have carefully read and fully understand all provisions of this Agreement. Each Party represents that it has the capacity to enter into this Agreement and that it voluntarily enters into this Agreement.
13. **Modification.** This Agreement may not be amended, altered, modified, or otherwise changed except in a writing signed by all Parties.
14. **Execution in Counterparts.** This Agreement may be executed in counterparts. When each counterpart has been executed by each Party and exchanged with the other Party electronically or in hardcopy, this Agreement shall be deemed fully executed and binding as if each Party had signed and exchanged the same originals as the other Party.
15. **Severability.** In the event any provision of this Agreement is found to be unenforceable, the remainder of this Agreement shall not be affected, and any provision found to be invalid shall be enforceable to the extent permitted by law. The Parties agree that in the event two different interpretations may be given to any provision hereunder, one of which will render the provision unenforceable, and one of which will render the provision enforceable, the interpretation rendering the provision enforceable shall be adopted.
16. **Authority to Execute.** Each of the undersigned represents in his / her individual capacity that he/she has the power and authority to execute this Agreement on behalf of the Party represented.

SIGNATURE PAGE TO FOLLOW

Executed on the date last written below, by and between:

**GENEVA COMMUNITY UNIT SCHOOL
DISTRICT NO. 304**

VILLAGE OF CAMPTON HILLS

Board President

Village President

Printed Name

Printed Name

Date: _____

Date: _____

ATTEST: _____

ATTEST: _____

Board Secretary

Village Clerk

Printed Name

Printed Name

**SHODEEN CONSTRUCTION COMPANY,
L.L.C.**

By: 

Title: Chairman

Date: 8/1/25