

## AGREEMENT

THIS AGREEMENT ("Agreement") is entered into this \_\_\_\_ day of August, 2022 by and among the VILLAGE OF POPLAR GROVE, an Illinois municipal corporation ("Village") located at 200 N. Hill Street, Poplar Grove, IL 61065, and Joel Ratliff and Gerald Ratliff ("Ratliffs") located at \_\_\_\_\_. Village and Ratliff are at times collectively referred herein at times as the "Parties" or individually as a "Party".

### RECITALS

WHEREAS, the Ratliffs are the owners of record of the property commonly known as 112 Sherman Lane, Poplar Grove, Illinois ("Property"); and

WHEREAS, the Property is currently in violation of Village ordinance for failure to connect sidewalks on the Property; and

WHEREAS, Ratliffs admit that they are in violation of Village code; and

WHEREAS, Ratliffs have applied for a permit to construct improvements on the Property; and

WHEREAS, the Ratliffs would otherwise be ineligible to have a permit issued for the construction of improvements on the Property because they are in violation of the Village sidewalk ordinance; and

WHEREAS, the Village will agree to allow the issuance of a construction permit for improvements to the Property in exchange for an admission of violation of the Village sidewalk ordinance by Ratliffs and an irrevocable promise by Ratliffs to come into compliance with the Village sidewalk ordinance no later than June 1, 2023.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. The above-recitals are incorporated herein and made a part hereof.
2. By signing this Agreement, Ratliffs admit that they are in violation of the Village Code for sidewalks on the property.
3. The Ratliffs shall post a letter of credit or performance bond in the amount of 120% of the estimated costs of construction of the sidewalk on the Property as determined by the Village Director of Public Works.
4. Upon posting of the letter of credit or performance bond and payment of required fees, a permit shall issue for improvements to the Property.

5. Ratliffs shall install the sidewalk on the Property to come into compliance with Village Code no later than June 1, 2023.
6. If the Ratliffs fail to install the sidewalk on the property to come into compliance with Village Code by June 1, 2023, subject to the provisions of Paragraph 8 and 10 below, the Village shall act to draw on the letter of credit or performance bond, install the required sidewalks and may pursue any other action in law or in equity to enforce its Code of Ordinances against the Ratliffs including seeking fines and costs including reasonable attorney's fees.
7. Amendments and Modifications. Except as otherwise provided herein, this Agreement may not be amended, modified, or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination, or waiver shall be effective for any purpose unless it is in writing, and bears the signatures of the authorized signors of the Parties hereto.
8. Force Majeure. The parties shall not be held in default under, or in noncompliance with, the provisions of this Agreement, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or default occurred or were caused by strike, riot, war, earthquake, flood, unusually severe rain or snowstorm, tornado, or other catastrophic act of nature, labor disputes, governmental, administrative, or judicial order or regulation or other event reasonably beyond the parties' ability to anticipate or control.
9. No Third Party Beneficiaries. Nothing in this Agreement is intended to confer third party beneficiary status on any person, individual, corporation, or member of the public to enforce the terms of this Agreement.
10. Default. In the event of an alleged breach of any provision of this Agreement, the non-breaching party shall notify in writing to the breaching party, specifying the breach of Agreement in detail. If within seven (7) days after receipt of the notice, cure of the breach of Agreement has not commenced by the breaching party and diligently pursued thereafter, the non-breaching party may initiate all legal recourse available to them at equity or in law, including all court costs and attorneys' fees associated with any such enforcement effort. Such notice shall be sent the addresses first referenced above by certified mail.
11. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Venue for any action arising from the interpretation or performance of this Agreement shall be within Boone County, Illinois.
12. Successors and Assigns. This Agreement shall be binding upon the Parties, their heirs, executors, administrators, personal representatives, successors and assigns.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument. Signatures sent via facsimile or e-mail transmission shall be deemed original signatures for purposes of creating a binding agreement.

14. Board Approval. This Agreement is subject to formal approval by the Village of Poplar Grove Board of Trustees.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

**VILLAGE OF POPLAR GROVE, IL.**

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

Its: Village President

**RATLIFFS:**

\_\_\_\_\_  
Joel Ratliff

\_\_\_\_\_  
Gerald Ratliff