

**SIDEWALK AGREEMENT**

This Agreement by and between the City of Aurora, Illinois (“City”), an Illinois home rule municipal corporation and Gonnella Baking Co. Inc. (“Gonnella”), an Illinois business corporation, for the installation of a sidewalk is dated August \_\_, 2020.

**RECITALS**

WHEREAS, the City has adopted an ordinance establishing standard specifications for public improvements (“Public Improvements Ordinance”) constructed within the City; and

WHEREAS, the City has from time-to-time has updated the specifications contained therein; and

WHEREAS, said specifications become a part of every plan approved by the City Engineer; and

WHEREAS, in or about 2014, Gonnella undertook the expansion of its existing facility located at 2435 Church Rd. in the City of Aurora, Illinois (“Subject Property”); and

WHEREAS, the expansion required the City to grant Gonnella a variance to complete its expansion; and

WHEREAS, as a condition of the variance, Gonnella was required to obtain the approval of the Engineering Division of the City’s Public Works Department (“Public Works”); and

WHEREAS, in accordance with the specifications approved pursuant to the Public Improvements Ordinance, Gonnella was required to construct a concrete sidewalk consisting of Portland cement in the right-of-way adjacent to the Subject Property on the east side of Church Rd., and

WHEREAS, on July 10, 2014, the City, through its Public Works found the engineering site plan acceptable with the condition that Gonnella shall construct a sidewalk as designed and further that the construction of the sidewalk was a prerequisite to the issuance of a certificate of occupancy and reduction in the subdivision bond; and

WHEREAS, Gonnella is obligated to maintain its subdivision bond and cannot be issued a certificate of occupancy until the sidewalk is installed; and

WHEREAS, the parties agree that construction of the sidewalk at the present time is unnecessary; and

WHEREAS, the City has requested Gonnella to acknowledge the future requirement of the sidewalk, and Gonnella’s obligation to either build it or pay the City the proportionate cost of the constructing the sidewalk on Gonnella’s behalf adjacent to the Subject Property; and

WHEREAS, Gonnella has requested that the City release it from its obligation to maintain its subdivision bond and issue it a certificate of occupancy;

Accordingly, the City and Gonnella agree as follows:

**Section 1 - Incorporation of Recitals.** The Recitals set forth hereinabove are incorporated as if set forth fully herein.

**Section 2 – Obligations of Gonnella.**

(a) Dedication of Easement. Within sixty (60) days of the execution of this Agreement, Gonnella shall submit to the City for its approval a plat of easement in favor of the City as more fully described in the “Site Improvement Plans for Gonnella Baking Co Driveways Modification” prepared by Spaceco, Inc., dated 8/28/15” (hereinafter “Site Improvement Plans”) for the installation of a sidewalk. The easement granted to the City shall be consistent with those set forth for City Easements in the current version of the City’s Standards for Document Format, Certificates, Statements and Easements.

(b) Within one hundred eighty (180) days of the written request of the City Engineer, Gonnella, shall, at its own expense and in full conformity with the standards for public improvements required by the City Engineer the time of the request as well as those set forth in the Americans With Disabilities Act, commence the construction of the sidewalk in the right-of-way adjacent to the Subject Property on the east side of Church Rd, or in a City Easement adjacent to the right-of-way as reflected on the Site Improvement Plans. In lieu of undertaking the construction of the sidewalk, at the option of Gonnella, and with written notice to the City Engineer, Gonnella may elect to compensate the City for the cost of installing that portion of the sidewalk described in the Site Improvement Plans that Gonnella would otherwise be required to construct. If the City or its contractor constructs the sidewalk at Gonnella’s request, Gonnella shall be responsible for the cost of removal and replacement of driveway pavement, landscape restoration, and other costs incidental to the construction of Gonnella’s portion of the sidewalk.

(c) The City Engineer may extend the time in which Gonnella is to complete its obligations under this Section installation for good cause shown.

**Section 3 – Obligations of the City.** Within seven (7) days of the acceptance and recording of the plat of easement described in Section 2(a) the City Engineer shall release the remaining portion of the subdivision security posted by Gonnella and held by the City, and any continuing obligation of Gonnella to post a subdivision security, to secure the installation of the sidewalk. The City shall thereafter cause to be issued a final certificate of occupancy upon Gonnella’s fulfillment of any remaining prerequisites to issuance.

**Section 4. – Default by Gonnella.** If Gonnella fails to comply with its obligations under Section 2, the City is authorized to enter upon the Subject Property and construct a sidewalk conforming to the standards for public improvements set forth by the City in effect at the time as reflected in the Site Improvement Plans The City may assess Gonnella for all of its costs associated with the construction and may record a lien against the Subject Property for said costs.

**Section 5 – Successors and Assigns.** Gonnella may assign this Agreement to a subsequent owner of the Subject Property, and the Agreement shall be binding on the parties and their respective successors and assigns.

**Section 6 – Recordation.** This Agreement shall be recorded by the City in the Office of the Kane County Recorder.

**GONNELLA:**

**CITY:**

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

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

Name: \_\_\_\_\_

Name: Richard C. Irvin

Title: \_\_\_\_\_

Title: Mayor of Aurora

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

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