

DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** (the “Agreement”), is made and entered into this _____ day of _____ 2025, by and among the **Village of Romeoville**, a home rule Illinois Municipal Corporation (hereinafter sometimes referred to as “Village” or “Romeoville”), and **Carillon Adult Master Association** (hereinafter sometimes referred to as “Association”). The Village and Association may sometimes be referred to individually as a “Party” and collectively as the “Parties”.

WITNESSETH:

WHEREAS, Association is an association of the owners of residential units within the Carillon subdivision, a residential community located in an unincorporated area of Will County adjacent to the corporate limits of the Village; and

WHEREAS, Association is responsible for the management and maintenance of the common elements for the Subdivision, including but not limited to the placement and maintenance of landscaping; and

WHEREAS, in recognition of the desirability of providing landscaping along Weber Road for the enhancement of a primary gateway to the Village while at the same time enhancing Association property for the benefit of the residents of the Carillon subdivision (the “Subdivision”), the Village has caused the preparation of a landscape plan (the “Plan”) depicting the contemplated landscaping to be installed and indicating the location of the installation of such landscaping, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, in consideration of the Association’s providing access to Association property to the Village for the purposes of installing landscaping therein and its willingness as hereinafter set forth to assume ongoing and future responsibility for the maintenance, upkeep and replacement of the landscaping so installed, the Village, at no cost or charge to Carillon, is willing to install landscaping pursuant to an in accordance with the Plan as hereinafter set forth, and to conduct certain street sweeping activities on Association streets as hereinafter provided to

minimize the presence of dirt and debris on Association streets resulting from the installation of the landscaping pursuant to the Plan; and

WHEREAS, pursuant to Article VII, Section 10, of the Constitution of the State of Illinois, which permits Units of Local Government to contract with individuals, associations or corporations in any manner not prohibited by law or by ordinance, the Village and Association desire to enter into this Development Agreement in order to establish the terms and conditions for the installation of landscaping on Association property by the Village at Village cost, the maintenance of said landscaping by the Association at the Association's cost, and the Village's provision of certain street sweeping services to the Association to mitigate generation of dirt and debris from the landscaping installation on Association property.

NOW THEREFORE, in consideration of the foregoing premises and in further consideration of the mutual covenants, conditions and agreements herein contained, Association and Village hereby agree as follows:

SECTION ONE: Incorporation of Preambles - The recitals contained in the Preamble hereto are material and are hereby incorporated as a part of this Agreement. Association and the Village shall fully cooperate with each other in carrying out the terms of this Agreement. The Parties represent that they have full authority to enter into this Agreement pursuant to law.

SECTION TWO: Village Landscape Installation; Street Sweeping.

A. At such time as may be mutually agreed upon by the parties, and after the Village's receipt of a fully executed copy of this Agreement, Village shall take such action as is necessary to cause its contractors to install landscaping on the Association property in accordance with and pursuant to the Plan and applicable Village ordinances, at the Village's sole cost and expense. Village shall promptly pay its contractors in accordance with applicable laws for such work, and shall not act or fail to act in any way that would result in the recordation of a mechanic's lien against the Association property relating to or arising from the Village's installation of landscaping pursuant to the Plan.

B. During each year from and after the installation of the landscaping pursuant to Section 2.A. of this Agreement, Village shall use its own street sweeping equipment to provide

three courses of street sweeping services along Carillon Drive from North Weber Road to South Weber Road, and three courses of street sweeping along South Magnolia from North Carillon Drive to South Carillon Drive. The specific dates and timing of the provision of such street sweeping services be at times mutually agreed to by the Association's management company and the Village Director of Public Works or such person as may be designated by the Director, but are generally intended to reflect a spring sweeping, a summer sweeping and a fall sweeping. Notwithstanding the foregoing, in the event that the Village shall at any time discontinue maintaining an in-house street sweeping capacity and instead retain third party vendors/contractors to provide such services, the Village shall have no further obligation to the Association to provide the aforementioned courses of street sweeping.

C. Association acknowledges that upon the Village's completion of the installation of the landscaping in accordance with the Plan as referenced in Section 2.A. of this Agreement and its completion of the street sweeping services referenced in Section 2.B. of this Agreement, Village shall have no other or further obligations under this Agreement, and specifically shall have no responsibility whatsoever for the future or ongoing maintenance of the landscaping depicted in the Plan.

D. The execution of this Agreement shall serve as and for a temporary construction easement across such property of the Association as may be necessary to access and permit the installation of the landscaping pursuant to the Plan, commencing as of the date of this Agreement, and continuing until 30 days after the completion of the installation of the landscaping pursuant to the Plan. Village shall restore any disturbed areas of Association property not occupied by newly installed landscaping to the condition in which they existed prior to the execution of this Agreement.

SECTION THREE: Future Maintenance of Landscaping – Association acknowledges that it shall at its sole cost and expense be solely responsible for all maintenance, upkeep and future replacement of the landscaping installed pursuant to the Plan, and that it shall maintain the same and replace the same in the same manner and to the same extent as applied to all other landscaping of the Association, and to keep the same in reasonable condition as contemplated by the Plan.

SECTION FOUR: General Provisions

A. No Waiver or Relinquishment of Right to Enforce Agreement. The failure of any Party to this Development 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 Party's rights, to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect. No waiver by the Village shall be valid or binding on the Village unless it is in writing signed by the Village President after being approved by the Village Board and only to the extent therein set forth.

B. Other Ordinances, Codes, Rules, Regulations, Resolutions and Applicable Law. Except as expressly provided to the contrary, nothing herein contained is intended to relieve Association of its obligations under the ordinances, codes, rules, regulations, and/or resolutions of the Village, or under other applicable laws, provided, however, that in the event of any conflict between the terms of this Agreement and the terms of any such ordinance, code, rule regulation or resolution or other applicable law, the terms of this Agreement shall prevail. In addition, wherever this Agreement provides that a particular ordinance, code, rule, regulation or resolution is applicable, said provisions shall also automatically include any amendments thereto, except as expressly set forth in this Agreement.

C. Singular and Plural. Wherever appropriate in this Agreement, the singular shall include the plural, and the plural shall include the singular.

D. Section Headings and Subheadings. All section headings or other headings in this Agreement are for the general aid of the reader and shall not limit the plain meaning or applicability of any of the provisions thereunder whether covered by or relevant to such heading or not.

E. Recording. All ordinances, plats, and any other agreements and/or documents contemplated hereunder may be recorded by either party.

F. Term and Date of Agreement. The term of this Agreement shall be for ten years from the date of this Agreement, provided, however, that the provisions of Section 2.B. shall survive any termination or expiration of this Agreement. The date of this Agreement shall be the

date on which the corporate authorities of the Village of Romeoville adopt legislation authorizing the execution of this Agreement. The use of the phrase, “term of this Agreement”, or similar words or phrases in this Agreement, shall include any extension of this Agreement approved by the Corporate Authorities of the Village.

G. Law and Venue. This Agreement shall be governed by the laws of the State of Illinois, without reference to the conflicts or choice of laws provisions thereof. The sole and exclusive venue for any litigation arising from this Agreement shall be in the Circuit Court for the 12th Judicial Circuit, Will County, Illinois.

H. No Personal Liability of Corporate Authorities. The Parties acknowledge and agree that the individuals who are members of the group constituting the corporate authorities of the Village are entering into this Agreement in their corporate capacities as members of such group and shall have no personal liability in their individual capacities.

I. Notices. Notices or other writings which any Party is required to or may wish to serve upon any other Party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Village:

Village of Romeoville
1050 W. Romeo Road
Romeoville, IL 60446

with a copy to:

Rich Vogel
Tracy, Johnson & Wilson
2801 Black Road, 2d Floor
Joliet, IL 60435

If to the Association:

Carillon Adult Master Association

with a copy to:

All notices will be deemed given, one (1) Business Day following deposit if delivered to an overnight courier guaranteeing nationwide next day delivery (*e.g.*, UPS or FedEx), and on the same day if sent by personal delivery. Attorneys for each party will be authorized to give notices for each such party. Any party may change its address for the service of notice by giving written notice of such change to the other party in any manner above specified.

J. Amendments. This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between Association and the Village relative to the subject matter hereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

K. Invalidity of any Provision. If any provision, clause, word or designation of this Agreement is held to be invalid by any court of competent jurisdiction, such provision, clause, word or designation shall be deemed to be excised from this Agreement and the invalidity thereof shall not affect any other provision, clause, word or designation contained herein.

L. Assignment. The Agreement may not be assigned by Association without the prior written consent of the Village; provided, however, that Association may assign its rights under the Agreement to an affiliate, parent or subsidiary of Association, or an entity in which Association has an ownership interest, whether as a partner, member or shareholder.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their proper officers duly authorized to execute same, the day and year first above written.

Village:

VILLAGE OF ROMEOVILLE,
An Illinois Municipal Corporation

By: _____

Name: John D. Noak

Its: Village President

Attest:

By: _____

Name: Olivia Blomberg

Its: Deputy Village Clerk

Association:

By: _____

Name: _____

Its: _____

Attest:

By: _____

Name: _____

Its: _____

Exhibit List

Exhibit A—
Landscaping
Plan

