

## AMENDMENT TO DEVELOPMENT AGREEMENT

This Amendment (the “Amendment”), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, A.D., by and between the **VILLAGE OF ROMEOVILLE**, an Illinois Municipal Corporation (hereinafter sometimes referred to as “Village”), and **WILLIAM RYAN HOMES, INC.**, an Illinois corporation (hereinafter referred to as Developer. The Village and Developer may sometimes be referred to individually as a “Party” and collectively as the “Parties”).

### WITNESSETH:

**WHEREAS**, Village is an Illinois home rule municipality organized and existing under the Illinois Constitution of 1970; and

**WHEREAS**, Developer and Village have heretofore entered into a certain Development Agreement approved by Village at its regular meeting of October 1, 2014 and recorded with the Will County Recorder’s Office as Document No. R2014095091 (the “Agreement”), which, among other things, establishes various provisions for the construction and development of single family homes within the Subject Property; and

**WHEREAS**, Developer has requested the Village to amend the provisions of the Agreement to permit the Developer to construct certain single family homes with additional garage space, the construction of which is otherwise presently prohibited by the applicable provisions of Chapter 159 of the Village Code of Ordinances; and

**WHEREAS**, the Village is willing to so amend the Agreement subject to the terms and conditions hereinafter set forth; and

NOW THEREFORE, in consideration of the foregoing premises and in further consideration of the mutual covenants, conditions and agreements herein contained, Developer 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 Amendment. Developer and the Village shall fully cooperate with each other in carrying out the terms of this Amendment. All parties represent that they have full authority to enter into this Amendment pursuant to law.

**SECTION TWO:** Amendment of Section 6 of the Agreement. Section 6 of the Agreement is amended by the insertion of the following additional text immediately after the end of the presently existing Section 6 of the Agreement, which text shall hereinafter be deemed to be part of and included within said Section 6 of the Agreement:

“Notwithstanding any contrary provision of Section 159.020(F)(9) of the Village Code of Ordinances, the Developer shall be permitted to develop residential units within the Subject Property with additional garage space beyond that otherwise permitted by said Section 159.020(F)(9) of the Village Code of Ordinances (such additional garage space being hereinafter referred to as “Three Car Double Tandem Garage Space”), subject to the following conditions, and to all otherwise applicable provisions of the Village Code of Ordinances and this Agreement: (a) the front elevation of any residential unit developed with Three Car Double Tandem Garage Space shall maintain the appearance in all respects of a residential unit with a three car garage developed without Three Car Double Tandem Garage Space, (b) any residential unit developed with Three Car Double Tandem Garage Space shall meet all otherwise applicable setback and easement requirements otherwise applicable to the development of the residential unit in question, and (c) all Three Car Double Tandem Garage Space shall be contained within and be part of the residential unit to be constructed, and shall not be contained within a separate or accessory structure. Without otherwise limiting the generality of or modifying the foregoing requirements, the sample elevation and floor plan attached hereto and incorporated herein by this reference as the Three Car Double Tandem Garage Space Exhibit is intended to depict the anticipated typical configuration of the Three Car Double Tandem Garage Space.”

### **SECTION THREE: Effect of Amendment**

The terms and provisions of this Amendment shall supersede and control over any expressly conflicting terms, conditions or provisions of the Agreement, but all other terms, conditions and provisions of the Agreement are currently and shall remain in full force and effect, and the same shall not in any way be altered, affected, modified, limited or construed by the terms, conditions and provisions of this Amendment. Any term used and defined in the Agreement and also used or referred to in this Amendment shall have the same meaning in this Amendment as set forth therefor in the Agreement. This Amendment and the Agreement, taken together, set forth all the promises, inducements, agreements, conditions and understandings between Developer and the Village relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are set forth therein Except as herein otherwise provided, no other or subsequent alteration, amendment, change or addition to the Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

### **SECTION FOUR: Indemnification**

In the event that, as a result of this Amendment or the Agreement, or actions taken as required hereunder, the Village is made a party defendant in any litigation, arbitration or other proceeding other than litigation, arbitration or other proceeding between the Developer and the Village, Developer agrees to defend, indemnify and hold harmless the Village, its president, trustees, officers, and agents thereof, individually and collectively, from any suits and from any claims, demands, setoffs or other actions including, but not limited to judgments arising therefrom. The obligation of the Developer hereunder shall include and extend to payment of reasonable attorneys' fees for the representation of the Village and its said officers and agents in such litigation and shall include expenses, court costs and fees; it being understood that the Village shall have the right to employ all such attorneys to represent the Village and its officers and agents in such litigation. Developer shall have the right to request that the Village appeal to

courts of appellate jurisdiction any judgment taken against the Village or its officers or agents in this respect.

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:**

*Attest:*

**VILLAGE OF ROMEOVILLE,**  
An Illinois Municipal Corporation

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

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

Name: Dr. Bernice Holloway

Name: John D. Noak

Its: Village Clerk

Its: Village President

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**Developer:**

*Attest:*

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

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

Name: William J. Ryan

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

Its: Chief Executive Officer

Its: Chief Financial Officer

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Three Car Double Tandem Garage Exhibit