

DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** (the “Agreement”), is made and entered into this _____ day of _____ 2019, A.D., by and among the **VILLAGE OF ROMEOVILLE**, a home rule Illinois Municipal Corporation (hereinafter sometimes referred to as “Village” or “Romeoville”), and TOPE Corporation, an Illinois corporation (hereinafter sometimes referred to as “Developer”). The Village and Developer may sometimes be referred to individually as a “Party” and collectively as the “Parties”.

WITNESSETH:

WHEREAS, Developer has been and is the developer of certain real property as a single family residential subdivision within the corporate limits of the Village commonly and hereinafter referred to as the Haley Meadows Subdivision (the “Subdivision”), pursuant to the applicable ordinances of the Village; and

WHEREAS, the Developer has been required to make certain improvements to a wetland detention pond located in and upon Outlot A of the Subdivision, (hereinafter referred to as the “Pond”), all pursuant to the requirements of a certain permit issued by the U.S. Army Corps of Engineers (the “Corps”) in connection with the development of the Subdivision bearing number 199400086 (the “Permit”); and

WHEREAS, the Developer represents to the Village that the improvements to the Pond have been completed in accordance with the requirements of the Permit; and

WHEREAS, the nature of the Pond is such that periodic maintenance of the same is from time to time required to cause the condition of the Pond to conform to applicable standards promulgated by the Corps; and

WHEREAS, the Village, in connection with its several open space and greenway acquisition and development programs is amenable to accepting title to the Pond from the Developer, upon the terms and conditions hereinafter set forth for the purposes of ensuring the future maintenance thereof; and

WHEREAS, the Developer further represents to the Village that certain common areas within the Subdivision consisting of outlots for the placement and maintenance of subdivision entrance signage and street islands for the placement of grass or landscaping have been constructed (the “Common Areas”), and that the ownership and maintenance thereof was anticipated to be transferred to an association of owners of single family residences within the Subdivision (the “Association”); and

WHEREAS, the Association has been created, but has not taken ownership of or any role in the maintenance of the Pond or the Common Areas, does not collect or impose dues from owners of single family residences within the Subdivision, and is otherwise wholly inactive; and

WHEREAS, the Village has periodically provided maintenance services to the Pond and the Common Areas due to the proximity of the same to residences within the Subdivision, and in the absence of such maintenance being provided by the Association or the Developer; and

WHEREAS, the Village is further willing to accept ownership of the Common Areas upon the terms and conditions hereinafter set forth for the purposes of ensuring the future maintenance thereof, and specifically subject to the improvement of the outlots for the placement and maintenance of subdivision entrance signage with new replacement entrance signage (the “New Entrance Signage”); and

WHEREAS, the Pond and the Common Areas are collectively depicted on Exhibit A, a copy of which is attached hereto and incorporated herein by reference; 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 Developer desire to enter into this Development Agreement in order to address certain matters pertaining to the improvement, maintenance and disposition of the Pond, the Common Areas, and the construction and installation of the New Entrance Signage; 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: **New Entrance Signage** – Within 15 days after the date on which the Village adopts an ordinance authorizing the execution of this Agreement, Developer shall submit a building permit application for the construction of the New Entrance Signage, the appearance of which shall conform substantially to the signage design included in Exhibit B, a copy of which is attached hereto and incorporated herein by reference, and thereafter, within 15 days of the date on which the Village approves the building permit application, the Developer shall at its sole cost and expense cause the New Entrance Signage to be constructed within the portion of the Common Areas depicted in Exhibit B-1, a copy of which is attached hereto and incorporated by reference. Developer and Village acknowledge that the location for the installation of the New Entrance Signage shall be in the location of the presently existing entrance signage to the Subdivision, and that Developer shall remove and dispose of the existing entrance signage as part of its obligations hereunder. The New Entrance Signage shall comply in all respects with the applicable ordinances of the Village.

SECTION TWO: **Village Obligations** – Upon Developer's completion of the installation of the New Entrance Signage as set forth above in Section 1, and the Village's inspection and acceptance of the New Entrance Signage and documentation evidencing that full payment has been made therefor, Village shall accept from Developer a conveyance of title to the Pond and the Common Areas, by general warranty deed, provided further however, that Village's obligation to accept such a conveyance shall be subject to Developer's contemporaneous delivery of a policy of title insurance for the same, which shall be subject to the Village's reasonable review and approval. Upon Village's acceptance of such conveyance, Village shall thereafter assume responsibility for future Pond and Common Areas maintenance and upkeep.

SECTION THREE: **General Provisions**

A. Interest in Subject Property: Developer represents and warrants to the Village that Developer holds legal and/or equitable right and authority to enter into and bind itself to this Agreement.

B. Successors in Interest: This Agreement shall inure to the benefit of, and be binding upon, the successors in interest of Developer, its successor(s), grantee(s), lessee(s), and assign(s), and upon successor corporate authorities of the Village and successor municipalities.

C. Intentionally Omitted.

D. 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 and only to the extent therein set forth.

E. Cumulative Remedies: Unless expressly provided otherwise herein, the rights and remedies of the parties provided for herein shall be cumulative and concurrent and shall include all other rights and remedies available at law or in equity, may be pursued singly, successively or together, at the sole and absolute discretion of either party and may be exercised as often as occasion therefore shall arise.

F. Other Ordinances, Codes, Rules, Regulations, Resolutions and Applicable Law: Nothing herein contained is intended to relieve Developer of its obligations under the ordinances, codes, rules, regulations, and/or resolutions of the Village of Romeoville, except as expressly set forth herein. In addition, wherever this Agreement provides that a particular ordinance, code, rule, regulation or resolution is applicable, said provisions shall also automatically include any other applicable laws and any amendments thereto, except as expressly set forth in this Agreement.

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

H. 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.

I. Recording: All ordinances, plats, and any other agreements and/or documents shall be recorded by the Village at the sole cost and expense of the Developer.

J. Term and Date of Agreement: The term of this Agreement shall be for ten (10) years from the date of execution hereof. The date of execution of this Agreement and the date of this Agreement shall be the date on which this Agreement is signed by the Village of Romeoville. The use of the phrase, "term of this Agreement", or similar words or phrases in this Agreement, shall include any extension of this Agreement.

K. Developer's Construction Activities: The Developer agrees to defend and hold the Village harmless from any and all claims which may arise out of any construction activities on the Subject Property, except those which are conducted by the Village or the Village's employees or agents from which the Village agrees to defend and hold Developer harmless.

L. Intentionally Omitted.

M. Public Improvements: Unless otherwise provided herein, the construction and installation of all public improvements shall conform to and be in compliance with the Village ordinances then in effect at the time of the construction and installation of the same.

N. Covenants to Run With Land: All rights under this declaration shall touch and concern the Subject Property and each portion thereof, and shall run with the title to the Subject Property and each portion thereof. Such rights shall be personal to each and every person or entity who, from time to time, may acquire title to any portion of the

Subject Property, solely and exclusively during the time that such person or entity holds any interest or estate in and to such portion of the Subject Property.

O. Actions by Parties/Right to Cure: In the event of an alleged default on all or any part of this Development Agreement, prior to and as a condition of instituting legal proceedings, the non-defaulting party shall give the defaulting party specific written notice of such default, in the manner provided herein. The alleged defaulting party shall have thirty (30) days to cure said default. If the defaulting party does not cure said default during the thirty (30) day period, the non-defaulting party may take any and all steps necessary to address such default, including, but not limited to, instituting any necessary legal action. Developer shall not have a right to recover a judgment for monetary damages against any elected or appointed official of the Village for any breach of any of the terms of this Development Agreement.

P. 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.

Q. 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
13 Montrose Drive
Romeoville, IL 60446
Attention: Village Clerk

If to Developer:

TOPE, Inc.
16W241 S Frontage Road Suite 40
Burr Ridge, IL 60527

or to such other address as any party may from time to time designate in a written notice to the other party.

R. Amendments: This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between Developer 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. In the event such amendment applies only to a portion of the Subject Property, then only the owners of the portion of the Subject Property proposed to be affected by such amendment shall be required to consent to and execute such amendment.

S. 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.

T. Survival. The agreements contained herein shall survive the development of the Subject Property, and shall not be merged or expunged by the development of the Subject Property or any part thereof.

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: _____

Name: _____

Its: Village Clerk

Its: Village President

Dated: _____

Dated: _____

Developer:

TOPE Corporation

An Illinois corporation

By: _____

Its: _____

Dated: _____

Exhibit A—Pond and Common Areas



Exhibit B—New Entrance Signage

LIMESTONE SIGN (4" thick)
W/ CARVED 9" ROMANTIC FONT BLACK TEXT
TEXT BE APPROVED BY OWNER

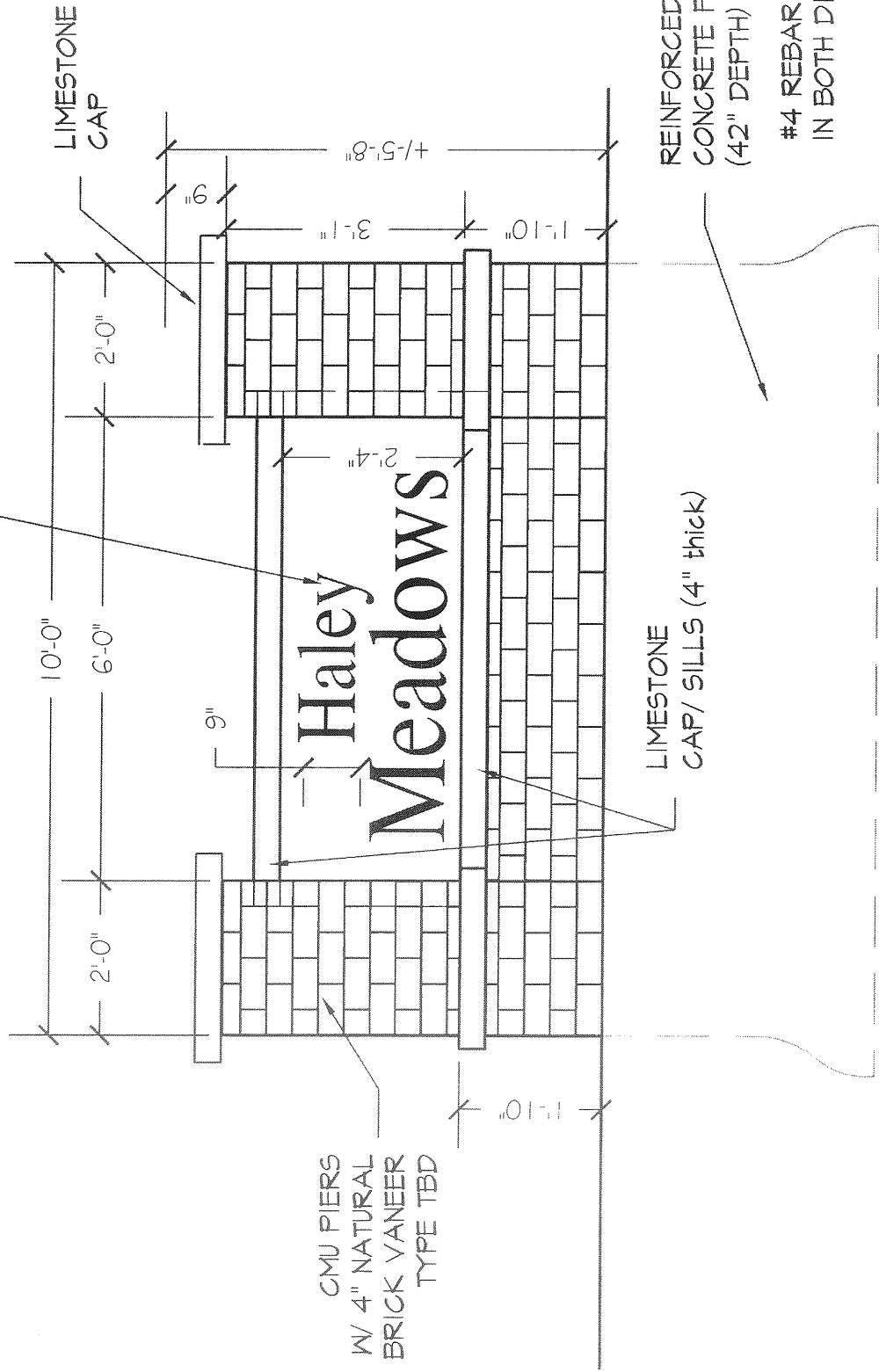


Exhibit B-1—New Entrance Signage Installation Location

NORMANTOWN RD

SEDGEMEADOW AVE

PRAIRIE CLOVER DR

