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OFFICIAL BUSINESS

RESOLUTION NO. 87-432

Village of Roselle

A RESOLUTION AUTHORIZING EXECUTION OF A SUBDIVISION/DEVELOPMENT IMPROVEMENT AGREEMENT FOR THE CANDLE LYTE UNIT 1 SUBDIVISION

Linda McDermott Village Clerk

Plat Clerk

BE IT RESOLVED BY THE President and Board of Trustees of the Village of Roselle, DuPage and Cook Counties, Illinois that the "Subdivision/Development Improvement Agreement" for the Candle Lyte Unit 1 Subdivision attached hereto as Attachment A is hereby approved and accepted. The Village President is hereby authorized to execute and the Village Clerk to attest this agreement.

ADOPTED this 10th day of August, 1987.

87506859

AYES: Chapman, Smolinski, Sass, Clifford

NAYS: None

ABSENT: Devlin, Rak

DEPT-98 REC 51.60  
TR1111 TRAN 2541 09/16/87 11 26.00  
#2287 # A \*-87-504859  
COOK COUNTY RECORDER

[Signature]  
President, Village of Roselle

ATTEST:

Linda McDermott  
Village Clerk

1074G

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Village of Roselle  
31 S. Prospect  
Roselle, Ill.  
60172

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## SUBDIVISION/DEVELOPMENT IMPROVEMENT AGREEMENT

THIS AGREEMENT is made and entered into this 10th day of August, 1987, by and between the VILLAGE OF ROSELLE, and Illinois municipal corporation, 31 South Prospect Street, Roselle, IL 60172 ("Village"), and LEIGHTON DEVELOPMENT COMPANY, P. O. Box 41, Lake Zurich, IL ("Developer"), Trust No. 12617 at Harris Bank Roselle, and its beneficiaries Leighton L. Dorsett.

WHEREAS the Developer is the fee simple title owner or land trust beneficiary of the real estate described on Exhibit "A", attached here to and made a part here of by this reference ("Subject Property"); and

WHEREAS, the Developer desires to develop the subject property and has submitted to the Village a plat of subdivision designated as "CANDLE LYTE SUB. UNIT 1"; the plat of subdivision is on file in the Office of the Village Clerk and is incorporated into this Agreement by this reference, as though fully set forth; and

WHEREAS, the Village is willing to approve the Subdivision plat provided that this Agreement is signed in order to ensure the completion of certain public improvements in accordance with the ordinances of the Village, as a condition to the issuance for development and occupancy permits for any buildings to be constructed on the Subject Property.

NOW, THEREFORE, in consideration of the foregoing preambles, Ten Dollars (\$10.00), and other good and valuable consideration, the receipt of which is acknowledged, the Village and Developer agree as follows:

### 1. INSTALLATION OF IMPROVEMENTS

The Developer shall furnish at its own cost and expense all necessary materials, labor and equipment to complete the required improvements required by the Subdivision Regulations and Ordinances of Village. These improvements are as follows: monuments, sanitary sewers and all appurtenances, storm

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drainage systems and all appurtenances, water mains and all necessary appurtenances, street lights, street signs, street pavements to include curb and gutter, sidewalks, and parkway trees. All these improvements shall be in accordance with the standard, specifications, and requirements of the Village. Such improvements are indicated on Exhibit "B" attached hereto and incorporated herein as if fully set forth, which exhibit has been prepared by Wight and Co., who are registered professional engineers, Downers Grove, IL., dated 10/23/86, last revision date 4/12/87, shown as Phase II of Schreiber St. Extension. All utility lines and services to go in the street shall be installed prior to paving.

## 2. SECURITY FOR IMPROVEMENTS.

Attached here to is Exhibit "C", a complete cost estimate prepared by the engineer, for the construction and improvements described in paragraph 1 hereof. Upon the execution of this Agreement, the Developer will deposit an amount equal to the sum of the total of the amount required to pay contractor, of one hundred and ten percent (110%) of the engineer's cost estimate, cash or irrevocable letter of credit in the form attached here to as Exhibit "D", hereinafter referred to as the "Letter of Credit." The Letter of Credit shall be issued by a bank, savings and loan association, or financial institution acceptable to the Village. Cost of all engineering and survey work, including final staking and monumentation, shall be included in the Letter of Credit.

## 3. VILLAGE ENGINEER'S APPROVAL.

All work shall be subject to inspection and the approval of the Village Engineer, and his written approval thereof, shall be a condition precedent to payout of the funds deposited in escrow.

## 4. VILLAGE ENGINEER'S FEE.

The Developer shall pay two percent (2%) of the total costs of

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improvements to the Village as an inspection fee, as required by ordinance. Payment is to be made within ten (10) days of the execution of this Agreement.

## 5. INSURANCE.

Prior to commencement of any work provided for herein, the Developer and/or its contractors shall furnish the Village with certificates of insurance providing for workmen's compensation and employer's liability insurance, including occupational disease coverage and comprehensive liability insurance to cover said work in the following amounts:

- a) Workmen's compensation (statutory limits);
- b) Employer's liability (limits \$500,000/\$1,000,000.00) including liability for injury or death of Village's employees;
- c) A minimum of Two Hundred Fifty Thousand Dollars (\$250,000.00) for injury to one person;
- d) A minimum of Five Hundred Thousand Dollars (\$500,000.00) for injury to more than one person; and
- e) A minimum of ONE HUNDRED Thousand Dollars (\$100,000.00) for property damage;

the above amounts being the minimum for each accident. Said certificate or certificates of insurance shall further provide that the Village is an insured with respect to the provisions of said policy as to the improvements covered by this Agreement.

In addition, by its execution of this Agreement, the Developer hereby agrees to indemnify and hold harmless the Village, its agents, servants, and employees, and each of them, against all loss, damage, attorney's fees or expense which they may sustain or become liable for on account of injury or death of persons, or on account of damage to or destruction of property resulting from the performance of work under this Agreement by the Developer or

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his contractors or any employee or subcontractor or any of them, or by the Village, its agents, servants, or employees, except for any negligent or willful act or omission by the Village, its agents, servants, or employees, or due to the condition of the premises or other property of the Developer upon, about, or in connection with which any work incident to the performance or the terms of this Agreement is carried on.

## 6. GUARANTEE OF WORKMANSHIP.

The Developer for the work herein specified guarantees that the workmanship and material furnished under the attached specifications and used in said work will be furnished and performed in accordance with well-known established practice and standards recognized by engineers in the trade. All such work shall be new and of the best grade of their respective kinds for the purpose. All materials and workmanship will be guaranteed by the Developer for a period of one (1) year from the date of final acceptance by the Village.

There shall be retained by the Village under the Letter of Credit an amount equal to ten percent (10%) of the total final contract price of the improvements, which amount will be retained in the Letter of Credit, or substituted therefore satisfactory to the Village, for one (1) year after the completion of the final acceptance of, the improvement, as a guarantee upon the part of the Developer that the workmanship and materials furnished therefore are first class and as above provided, and that the improvement is and will remain in good and sound condition for and during the one (1) year period from and after its completion and acceptance.

The Developer shall make or cause to be made, at its own expense, any and all repairs which may become necessary under and by virtue of this contract guarantee, and shall leave the improvements in good and sound condition, satisfactory to the Village and the Village Engineer, at the expiration of the guarantee.

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In said event and at the expiration of such period, the amount retained in the Letter of Credit, less any and all necessary expenses which have been incurred by the Village in connection with the maintenance of the improvement, other than the ordinary and usual care and maintenance thereof for any improvement of such type and age, shall be released by the Village and the Letter of Credit shall be terminated.

Further, if during said guarantee period, the improvement shall in the opinion of the Village Engineer or Village, require any repairs or renewals which in his or its judgment are necessitated by reason of settlement of foundation, structure, or backfill, or other defective workmanship or materials, the Developer shall upon notification by the Village Engineer or Village of necessity for such repair or renewals, make such repairs or renewals, at its own cost and expense. Should the Developer fail to make such repairs or renewals within a reasonable time following written notification thereof from the Village, or fail to start work within thirty (30) days after such notification, the Village may cause such work to be done, either by contract or otherwise; and the entire cost and expense thereof shall be paid and deducted from the amount retained in the Letter of Credit. Should such cost and expense exceed the amount retained or retained in the Commitment of Funds, the Developer shall pay such amount of excess to the Village.

## 7. COMPLETION OF IMPROVEMENTS.

The Developer shall cause said improvements herein described to be completed within two (2) years from the date hereof, or, in the alternative, maintain, extend, or substitute the Letter of Credit in the full amount provided therein, less any reductions theretofore from time to time approved by the Village, until such time as said improvements are completed. Street, trees, and sidewalks shall be installed from time to time as buildings within

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the development are completed. In the event Developer fails or refuses to cause the extension or substitution of the Letter of Credit to be delivered to the Village not less than forty-five (45) days prior to said expiration date, the Village shall have the right, but not the obligation, to complete said improvements and draw upon the Letter of Credit then in force in accordance with the provisions contained therein. Developer shall cause his consulting engineers to correct drawings to show work as actually constructed, and said engineers shall turn over original tracings thereof to the Village as and for the Village's property.

## 8. COMPLIANCE WITH LAWS AND ORDINANCES.

Notwithstanding this Agreement, in the event an existing valid ordinance of the Village was overlooked at the date hereof, the Developer, upon notice from the Village and prior to acceptance of the subdivision, shall install or improve the improvement or works so required unless otherwise provided in the documentation referenced in paragraph 13 hereof. Further, any law or ordinance passed by the Village after the date of this agreement which is directed to life-safety considerations, shall apply to this property as of the effective date of said law or ordinance.

## 9. LIEN WAIVERS.

The Developer shall furnish the Village with a contractor's affidavit showing all subcontractor and materialmen and lien waivers that all persons who have done work, or have furnished materials under this Agreement, and are entitled to a lien thereof under any laws of the State of Illinois, have been fully paid or are no longer entitled to such lien.

## 10. MAINTENANCE OF IMPROVEMENTS

The Developer shall be responsible for the maintenance of the required improvements until such time as they are accepted by the Village, except for

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snow removal. This maintenance shall include routine maintenance as well as emergency maintenance such as sewer blockages. If the Developer requests and the Village elects at the time of execution of this Agreement to have the Village perform this maintenance, it hereby agrees to reimburse the Village its cost for the performance of this maintenance upon the receipt of an invoice from the Village setting forth said cost to the Village. The Village shall not unreasonably delay acceptance of the required improvements following their completion in compliance with the terms of this Agreement.

## 11. OCCUPANCY PERMITS.

It is agreed that no final occupancy permits shall be issued for any building in said subdivision until all improvements required for such building by this Agreement, except for final surface course of roads, sidewalks, and parkway trees, have been completed. Parkway trees for a subdivided lot shall be installed within six (6) months from the issuance of an occupancy permit for such lot. Temporary occupancy permits may be issued prior to the completion of any of the improvements when deemed appropriate by the Village in accordance with applicable Village ordinances. Occupancy permits shall be issued for model home facilities used for construction and sales purposes only and not for regular residential habitation prior to the completion of the improvements.

## 12. ADDITIONAL CONSIDERATIONS.

### a) Washington Street and Alley Vacation

"The Village shall vacate only those parts of Washington Street, Schreiber Avenue, and specified nearby alleys, depicted in the plat of vacation for that part of Unit I of the Candie Lyte subdivision submitted by the Developer and incorporated herein as if fully set forth as Exhibit "E." Compensation by the Developer for the transfer of land from the Village shall be made as a



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payment to the Village at a rate of 50 cents per square foot of vacated Washington Street. These monies shall be paid to the Village within 30 days of subdivision plat approval and shall consist of \$10,188.00 for 20,376 square feet of vacated lands. These monies shall then be designated for Village use to increase the capacity of or further development of proposed storm water detention/retention areas benefiting those lands bounded by Roselle Road, Devon Avenue, Washington Street, and the proposed Elgin O'Hare Expressway."

## b) Storm Water Detention Areas

The Developer agrees to prepare plans for storm water detention/retention area to service Schreiber Avenue extension, Candle Lyte Unit #1, and the future Candle Lyte Subdivision Unit #2. This detention/retention area is to be designed and approved prior to final plat approval of Unit #2 but not later than the completion of improvements of Unit #1.

Upon request, Village shall assist Developer in facilitating acquisition of possible additional adjacent properties for use for said detention/retention areas. Village may also vacate any streets or alleys, as determined by the Village Engineer, which will assist or enhance the development of said detention/retention area. Village shall pay for any oversizing of said detention/retention area which benefits properties not within the area bounded by Albion, Logan, Devon and Washington Streets, except Developer shall be responsible for any oversizing to serve future possible units of the subdivision to be developed North of Albion.

## c) Recapture Costs of Improvements

Village agrees to adopt a recapture ordinance and to collect for

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Developer a proportionate share of all costs which benefit properties owned by others prior to the development of such properties. All costs of improvements, engineering, and fees shall be included for improvements installed on Schreiber Avenue west of Logan Street.

Developer agrees to pay applicable and proportionate share of recapture costs for that part of Logan Street between Schreiber Avenue and Devon Avenue. This will be prorated for all lands west to Washington Street.

## d) Fees, Contributions and Donations

Developer hereby agrees to pay all required contributions to applicable school and park districts as well as one hundred dollars (\$100.00) per lot for police and fire protection upon issuance of each building permit. Village will collect all fees and Developer's contributions and distribute as appropriate.

Payment of these fees will be due at time of approval of Annexation and Subdivision Agreement of Candle Lyte Subdivision Unit #2, except as otherwise provided.

## 13. SUPERSEDING AUTHORITY.

The following exceptions to the strict adherence of the Subdivision Regulations and Ordinances of the Village will be permitted: NONE.

## 14. BINDING EFFECT.

This Agreement shall be binding upon all parties, their successors, assigns, and grantees.

## 15. AMENDMENTS.

All amendments to this Agreement shall be in writing and approved by the Village Board of Trustees. Village ordinance provisions in effect at the time of the request for an amendment shall apply, unless otherwise expressly specified.

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IN WITNESS WHEREOF, the Village has caused this Agreement to be executed by its President and attested by its Clerk as of the date first above written.

Village

VILLAGE OF ROSELLE, an Illinois  
municipal corporation

*Larry Budzall*  
\_\_\_\_\_  
President

ATTEST:

*Linda McQuinn*  
\_\_\_\_\_  
Village Clerk

Property of Cook County Clerk's Office

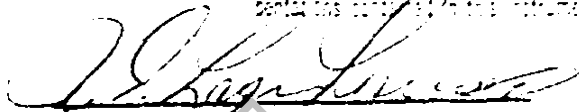
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IN WITNESS WHEREOF, HARRIS BANK ROSELLE ~~as Trust Officer~~  
has caused its name to be signed to this Agreement by its Trust Officer, and  
attested by its Secretary, as of the date first above written.

This instrument is executed by HARRIS BANK ROSELLE,  
not personally but solely as Trustee, as aforesaid. All the  
covenants and conditions to be performed hereunder by  
said bank are undertaken by it solely as Trustee, as  
aforesaid and not in its own or personal liability  
shall be executed or be enforceable against said bank by  
reason of any of the covenants, statements, or repre-  
sentations contained in this instrument.

ATTEST:



Asst Secretary

HARRIS BANK ROSELLE

as trustee under

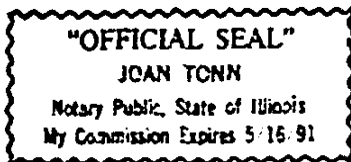
trust agreement # 15617  
~~and~~ and not individually.

By *Russell C. ...*  
TRUST OFFICER

Trust Officer

State of Illinois, County of Cook ss. I, the undersigned a  
Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY  
THAT RUSSELL C. ... personally known to me to  
be the Vice Pres & Trust Officer appeared before me this day in  
person, and acknowledged that they signed and delivered the said instrument,  
pursuant to the authority given by the board of said corporation, as their free  
and voluntary act, and as the free and voluntary act and deed of said  
corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this ... day of ..., 19-...



*Joan Tonn*  
Notary Public

Commission expires 5-16-91

This document prepared by:

PAT ConServ  
7710 Wakefield Dr.  
Darien, IL 60559

DEVELOPER  
LEIGHTON DEVELOPMENT COMPANY

By *Leighton L. Dorsett*

Leighton L. Dorsett  
Beneficiary of Trust

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EXHIBIT A

LEGAL DESCRIPTION

Candle Lyte Subdivision Unit 1, being a subdivision of that part of the resubdivision of block 9 in Boeger Estate's Addition to Roselle, being a subdivision of the South half of the South West Quarter of Section 34, Township 41 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois.

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July 31, 1987

EXHIBIT C

CANDLEWICK SUBDIVISION UNIT # 1

VILLAGE OF ROSELIE, ILL.

ENGINEER'S ESTIMATE

## CONTRACT 1

## SUMMARY

A SANITARY SEWERS	6,789.00
B WATER MAINS	8,280.00
C STORM SEWERS	0
TOTAL	15,269.00

## CONTRACT 2

A EARTHWORK	775.00
B PAVING & CURBS	12,765.00
C PARKWAY LANDSCAPING & SIDEWALK	6,489.00
D EROSION CONTROL	2,003.73
TOTAL	22,003.73

## CONTRACT 3

A STREET LIGHTING	Transferred
TOTAL	0

Bond 110% = \$41,000

TOTAL CONTRACTS 1, 2, & 3

37,272.73

Engineering and surveying services previously paid, 0

Prepared for;

Leighton Development Co.  
P.O. Box 41  
Lake Zurich, IL 60047

*KW*  
**APPROVED**

Prepared by;

PatConServ  
7710 Wakefield Dr.  
Darien, IL 60559

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Engineers Est.  
Candlelyte Unit 1  
Roselle, Il

7-31-87

ITEM NO.	DESCRIPTION	CONTRACT QUANTITY	UNIT	UNIT PRICE	AMOUNT
<b>A. SANITARY SEWERS</b>					
1.	8" sewer mains w/P-2 gravel bedding and (wyes) Polyvinyl chloride	116	L.F.	54.00	6,264.00
2.	Basic manhole 4' dia., type "A", w/type "A" frame and solid cover	transfer	EACH	950.00	950.00
3.	6" sewer service from main to property line w/fittings				
A.	NEAR SIDE (0-15') Polyvinyl chloride	2	EACH	225.00	450.00
B.	FAR SIDE w/selected granular backfill (16-60') w/fittings Polyvinyl chloride	4	EACH	350.00	1,400.00
4.	Additional length of sewer service	10	L.F.	12.00	120.00
5.	Selected granular backfill	70	C.Y.	14.29	1,000.00
6.	T.V. inspection	116	L.F.	1.25	145.00
<b>SUBTOTAL SANITARY SEWERS</b>				<b>6,789.00</b>	<b>6,789.00</b>

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Engineers Estimate  
 Candlelyte Unit 1  
 Roselle , Il

7-31-87

ITEM NO.	DESCRIPTION	CONTRACT QUANTITY	UNIT	UNIT PRICE	AMOUNT
<b>B. WATER MAINS</b>					
1.	6" water mains/fittings and B-2 bedding/ductile iron	290	L.F.	12.00	3,480.00
2.	6" valve/gate	1	EACH	400.00	400.00
3.	4' diameter valve basin	1	EACH	700.00	700.00
4.	(1") copper service complete w/corporation cock curb stop and curb box				
A.	NEAR SIDE (15')	3	EACH	200.00	600.00
B.	PAR SIDE w/selected granular backfill (60')	3	EACH	600.00	1,800.00
5.	Fire hydrant w/auxilliary valve transfer	1	EACH	1,200.00	1,200.00
6.	Selected granular backfill	100	CY	15.00	1,500.00
<b>SUB TOTAL WATER MAINS</b>					<b>8,480.00</b>
<b>C. STORM SEWERS - NONE WITHIN THIS UNIT</b>					<b>-0-</b>

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7-31-87

Engineers Estimate  
Candlelyte Unit 1  
Roselle, Il

ITEM NO.	DESCRIPTION	CONTRACT QUANTITY	UNIT	UNIT PRICE	AMOUNT
<b>A. EARTHWORK</b>					
1.	Topsoil (excavate and embankment)	400	C.Y.	1.50	600.00
2.	Clay excavation	100	C.Y.	1.75	175.00
SUB TOTAL EARTHWORK					775.00
<b>B. PAVING &amp; CURBS</b>					
1.	13" Type A base course	760	S.Y.	2.50	1900.00
2.	2" Class I surface course	760	S.Y.	4.00	3040.00
3.	1 1/2" Class I surface course	760	S.Y.	2.25	1710.00
4.	Prime Coat	80	GAL.	1.50	120.00
5.	Rolled concrete curb & gutter	290	L.F.	7.50	2175.00
SUB TOTAL PAVING & CURBS					12,745.00
<b>C. PARKWAY LANDSCAPING &amp; SIDEWALK</b>					
1.	Topsoil furnishing, placing and finished grading	50	C.Y.	6.00	300.00
2.	Sodding	310	S.Y.	3.00	930.00
3.	2-1/2" Trees	8	EACH	150.00	1200.00
4.	5" P.C.C. sidewalk	1620	S.F.	2.50	4050.00
SUB TOTAL LANDSCAPING					6,480.00
<b>D. EROSION CONTROL</b>					
1.	Sediment basin	10	C.Y.	5.00	50.00
2.	Temporary ditches	50	L.F.	2.00	100.00
3.	Nicolon Fence	150	L.F.	3.00	450.00
4.	Offsite Street Clean.	1	L.S.	1403.73	1403.73
SUB TOTAL EROSION CONTROL					1,003.73
					<u>2,003.73</u>

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