

Cabrera, Daisy

From: jfrlawdg@aol.com
Sent: Thursday, October 28, 2010 11:57 AM
To: OBrien, Jeff
Subject: Fwd: Andersen document

Attachments: ANDERSEN - Proposed Modifications to Village of Downers Grove Subdivision Improvement Agreement.doc



ANDERSEN -
Proposed Modificati...

Please call me after your review. Thanks.

James F. Russ, Jr.
4915 Main Street P.O. Box 578
Downers Grove, Illinois 60515
Phone (630) 969-2300
Fax (630) 969-1342

-----Original Message-----

From: Beverly Domzalski <beverlydomzalski@yahoo.com>
To: Jim Russ <jfrlawdg@aol.com>
Sent: Thu, Oct 28, 2010 11:15 am
Subject: Andersen document

2. INSTALLATION OF IMPROVEMENTS.

The Developer shall furnish at its own cost and expense all necessary materials, labor, and equipment to complete the improvements required by the Village Codes. These improvements are defined in the Village Subdivision Regulations (Chapter 20 of the Village Codes) and depicted in the final engineering plans (Exhibit B) and may include some or all of the following improvements: streets (public and private), traffic signals, traffic control devices, parking area(s), utilities, sidewalks, street lighting, sanitary sewer system, storm sewers and storm water detention system, water supply system, soil erosion and sedimentation control, tree preservation, common area landscaping, and all other improvements identified in either the Village Codes or in the ordinances approved by the Village Council in connection with the development (hereinafter collectively designated, "Project Improvements"). All these Project Improvements shall be in accordance with the standards, specifications and requirements of the Village. The Project Improvements are indicated on Exhibit B attached hereto and made a part hereof which has been prepared by C. M. Lavoie and Associates, Incorporated, dated February 16, 2005, last revision April.

The developer may, however, phase in "Project Improvements" in two phases. Phase I shall consist of Project Improvements for Lots 9 through 11 which front Carpenter Street. Said Improvements shall be as approved by the Village Council and as are indicated on Exhibit B-1 attached hereto and made a part hereof by C. M. Lavoie and Associates, Incorporated, dated

Phase II Improvements shall consist of (a) common grading for Lots 9 through 11; (b) storm water detention to accommodate Lots 9 through 11; (c) sidewalks shall be constructed as

each lot is developed extending across the entire Carpenter Street frontage of each lot as developed.

Phase II "Project Improvements" shall consist of all remaining Project Improvements per Exhibit B as originally attached and made a part of the Subdivision Improvement Agreement dated _____.

3. Attached hereto as Exhibit C is a revised cost estimate prepared by the Project Engineer, for each phase of construction of the Project Improvements described in Paragraph 2 hereof. Upon the final approval of each phase of the project, the Developer will deposit with the office of the Village Engineer good and sufficient security for the completion of the Project Improvements of the approved phase as set forth in Section 20.402 of the Subdivision Ordinance ("Security Instrument").

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11. COMPLETION OF PROJECT IMPROVEMENTS.

(a) The Developer shall cause the Project Improvements to be completed within one year from the date hereof for Phase I and within two years of completion of Phase I for all Phase II Improvements, or, in the alternative, maintain, extend, or substitute the Security Instrument in the full amount provided therein, less any reductions theretofore from time-to-time approved by the Village, until such time as said Project Improvements are completed. Streets, trees and sidewalks shall be installed from time-to-time as buildings within the development are completed, subject to winter weather conditions. Developer shall cause its 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. In the event Developer fails or refuses to cause the extension or substitution of the Security Instrument to be delivered to the Village not less than forty-five (45) days prior to said expiration date, the Village shall have the

Deleted: three (3) years from the date hereof,

right, but not the obligation to draw upon the Security Instrument then in force in accordance with the provisions contained therein to complete said Project Improvements.