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Tx:4584078

**PREPARED BY:**

**CLERK, CITY OF TROY  
116 E. MARKET  
TROY, IL 62294**

2023R04473  
STATE OF ILLINOIS  
MADISON COUNTY  
02/17/2023 12:53 PM  
LINDA A. ANDREAS  
CLERK & RECORDER  
REC FEE: 50.00  
CO STAMP FEE:  
ST STAMP FEE:  
FF FEE:  
RHSPS FEE:  
# OF PAGES: 8  
NO SEAL

**CITY OF TROY**

**RESOLUTION 2023 – 11**

5000

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**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE  
A DEVELOPMENT AGREEMENT WITH OSBORN DEVELOPMENT, LLC**

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**ADOPTED BY THE CITY COUNCIL OF THE CITY OF TROY, ILLINOIS  
THIS 6TH DAY OF FEBRUARY 2023**

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DR

RESOLUTION NO. 2023 - 11

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE  
A DEVELOPMENT AGREEMENT WITH OSBORN DEVELOPMENT, LLC

WHEREAS, as part of its approval of Osborn Development, LLC's Preliminary Plat for Carrington Farms on January 17, 2023, the City Council for the City of Troy, Illinois, believes that it is in the best interest of the City and its citizens to enter into a Development Agreement with Osborn Development, LLC, to further the development of the bike path in and around the City; and

WHEREAS, the City and Osborn Development, LLC, have negotiated the terms and conditions of the Agreement attached hereto and incorporated herein as Exhibit A, and the City believes that such terms and conditions are in the best interest of the health, safety and general welfare of its citizens.

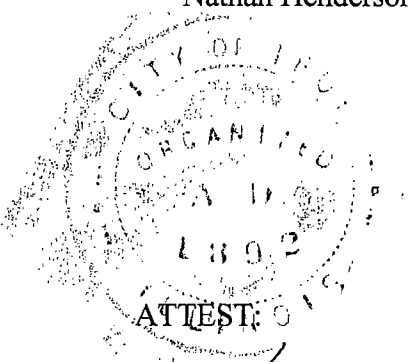
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL  
OF THE CITY OF TROY, ILLINOIS, AS FOLLOWS:

1. The recitals set forth above are hereby incorporated herein as if fully set forth.
2. The Mayor of the City of Troy, Illinois, is hereby authorized to execute and enter into the attached Development Agreement, and is further authorized to take all actions and sign all documents necessary to fulfill the intent of this Resolution.
3. This Resolution shall be in effect following its passage, approval and publication as provided by law.

PASSED by the City Council of the City of Troy, Madison County, Illinois, approved by the Mayor, and deposited in the office of the City Clerk this 6th day of February 2023.

Aldermen Vote:

Dan Dawson	<u>AYE</u>	Sam Italiano	<u>AYE</u>	Ayes:	<u>7</u>
Tim Flint	<u>ABSENT</u>	Debbie Knoll	<u>AYE</u>	Nays:	<u>0</u>
Elizabeth Hellrung	<u>AYE</u>	Tony Manley	<u>AYE</u>	Absent:	<u>1</u>
Nathan Henderson	<u>AYE</u>	Troy Turner	<u>AYE</u>	Abstain:	<u>0</u>



APPROVED: \_\_\_\_\_  
 By: David Nonn  
 DAVID NONN, Mayor  
 City of Troy, Illinois

By: Kimberly Thomas  
 KIMBERLY THOMAS, Clerk  
 City of Troy, Illinois

## DEVELOPMENT AGREEMENT

**Whereas**, Osborn Development, LLC (hereinafter referred to as "Owner"), is the owner of said lands legally described in Exhibits "A", "B" and "C" attached hereto, and

**Whereas**, Owner has agreed to donate to the City of Troy, Illinois, (hereinafter referred to as "City") a strip of land designated within Exhibit "A" and set forth in detail in Exhibit "B" attached hereto (to be used by the City in furtherance of its bike trail), as well as a ten (10) foot ROW strip on Formosa Road set forth in detail in Exhibit "C", in exchange for an agreement whereby the City agrees to waive the requirement that a Preliminary Plat be valid for only one (1) year as so set forth in the new Subdivision Ordinance contained in the Code of Ordinances for the City, and

**Whereas**, in accord with the previous paragraph, and simultaneously hereto, the parties herein agree to execute and record Donation Agreements for the strip of land set forth in Exhibit "B" and ROW strip on Formosa Road set forth in Exhibit "C", and

**Whereas**, the donations of the strip of land set forth in Exhibit "B" and ROW strip on Formosa Road set forth in Exhibit "C" would both greatly benefit the community and its citizens and coincides with the long-term planning and development goals of the City.

**NOW THEREFORE**, the parties to this agreement do hereby agree as follows:

1. The City has previously approved the Preliminary Plat for R-2 Villas and the R-1A single family lots attached as Exhibit "A" under the City's old Subdivision Ordinance ("Subdivision Plan").
2. That City and Owner agree that Owner's development as shown in Exhibit "A" may proceed under the old Subdivision Ordinance, and further, that said Plan shall be valid for a period of ten (10) years from the date of the execution of this agreement. Further, if Owner substantially completes construction of a lift station and detention pond that serves Phase 1 of the Subdivision Plan within ten (10) years from the date of the execution of this agreement, then the Plat (Exhibit "A") shall be extended and remain valid for another ten (10) years, except that: 1) any and all drainage not installed must conform to the new Subdivision Ordinance provision(s); and 2) any and all sidewalks must be five (5) foot-wide; and 3) Carrington Farms Parkway from Station 0 to 8+50 and "Street 3" from Station 0 to 3+50 must be 8-inch thick streets.
3. That further, City and/or Madison County Transit District shall place conduit crossings in place and have the dirt on grade for street crossings. according to the Subdivision Plan for all utilities during trail construction.
4. That further, Owner has the right to access, cross and/or remove and/or replace (in kind, at Owner's own expense) the trail as needed for subdivision improvements during construction of the Subdivision Plan.

5. That further, Owner and its contractor(s) shall design and construct a lift station and force main to and on the Property according to the specifications outlined in the "Proposed Carrington Farms Pump Station – Sanitary Sewer Pump Station Design" dated 09/11/22. To provide sanitary sewer to an additional service area outside of the proposed Property, the City requested that Owner upsize the forcemain pipe from a 6" class 200 PVC pipe to an 8" class 200 PVC pipe and to increase the lift station wet well from a 6' to 8' diameter basin. The additional cost to provide these upgrades will be determined when the improvements are to be installed. At that time, the Owner shall solicit a bid for the cost of the lift station and upgrades for the City to review and approve. Owner shall be responsible for all costs and expenses associated with the design and construction of the lift station and force main to and on the Property. This project will be completed with Phase 1 of the Project. Since Phase 1 may not start for the agreed upon period of time, surrounding development could impact the initially conceived design. Should that happen, the City will be responsible for any City requested changes from the approved plans.

6. That further, City shall reimburse Owner with fifty percent (50%) of sewer tap fees plus the prime interest rate at the time of construction of all sanitary sewer tap fees from taps located on the Property or connecting to the main trunk line, whether located on the Property or not, actually received by the City, up to a maximum amount determined necessary to upgrade the lift station for the additional service area. The City shall reimburse Owner from time to time and within thirty (30) days of actual receipt of the sewer tap fees paid by lot owners or those persons or entities connecting to the main trunk line.

7. That further, all responsibilities, improvements and rights discussed herein are to run with the land and are fully transferrable to, and enforceable upon, a new and/or successor Owner in the event the Owner sells or transfers the lands described herein.

So Agreed this 17<sup>TH</sup> day of JANUARY, 2023, by the following:

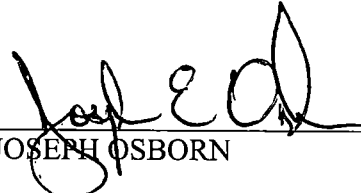
OSBORN DEVELOPMENT, LLC,

By:

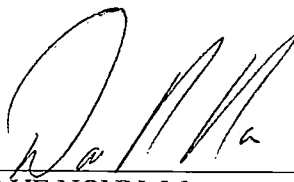
  
DONALD OSBORN

And

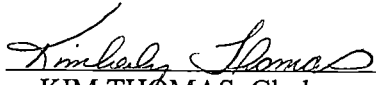
By:

  
JOSEPH OSBORN

And

By:   
DAVE NONN, Mayor  
City of Troy, Illinois

ATTEST:

BY:   
KIM THOMAS, Clerk  
City of Troy, Illinois  
(SEAL)

PROJECT ADDRESS:  
 Part of the Northwest Quarter, and Part of the Southeast Quarter of  
 Section 16, Township 3 North, Range 7 West of the Third Principal Meridian, Madison  
 County, Illinois

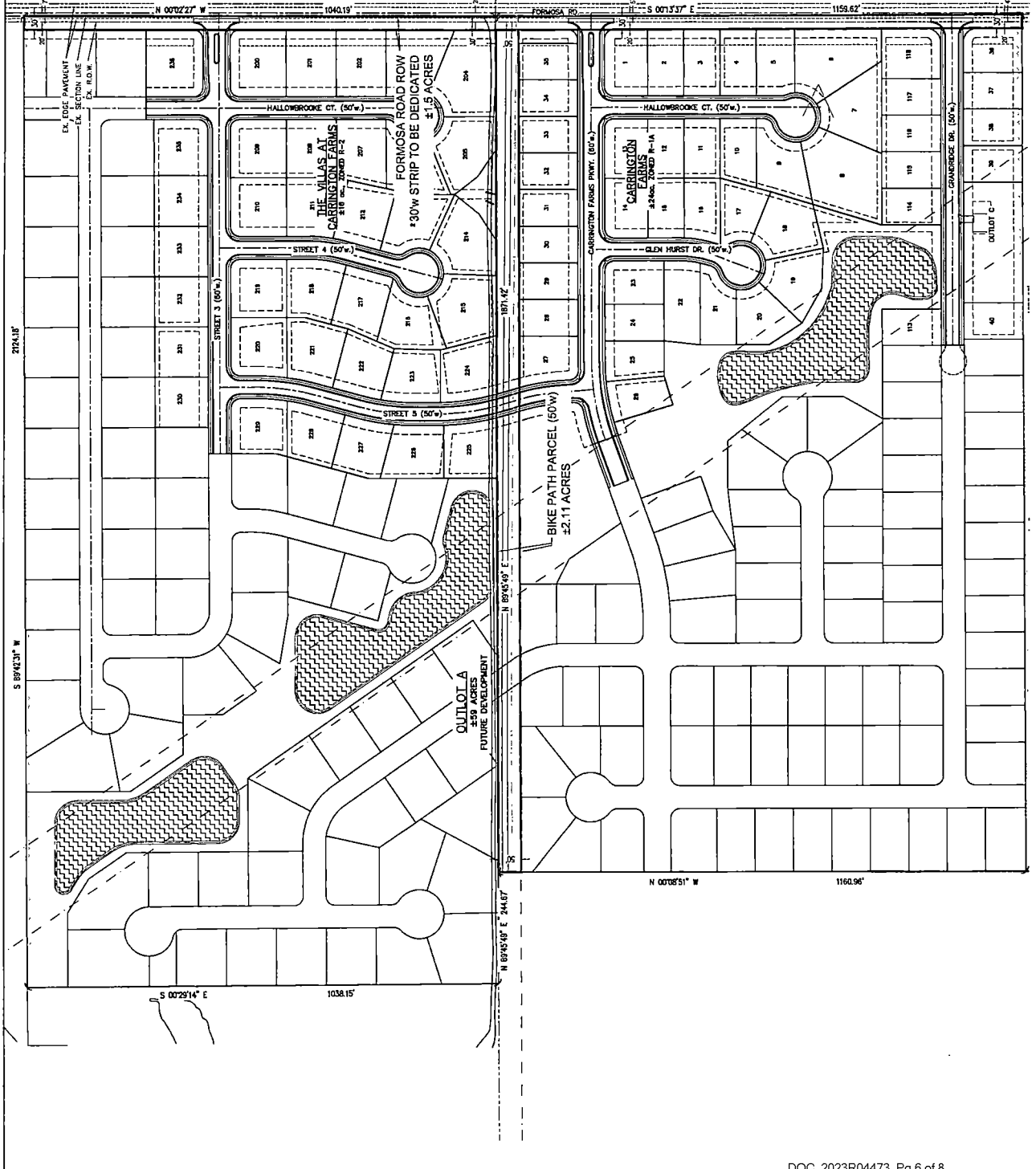
# EXHIBIT A Subdivision Layout

N  
 SCALE: 1"=100'  
 BASE OF BEARING  
 TO NEAREST  
 0.1 FEET  
 DATE OF FIELD WORK:  
 02-24-2015

- LEGEND**  
 ○ EXISTING MANHOLE FINDER  
 ● ASPHALT DRIVE PAV. TO BE SET  
 ◻ CONCRETE MANHOLE FINDER  
 △ STONE TANK  
 --- MANHOLE TO BE SET  
 --- BUILDING SETBACK  
 --- PROPOSED UTILITY & DRAINAGE CASING  
 --- (EXCEPT AS NOTED)  
 --- EXISTING CASING



NETEMEYER ENGINEERING  
 ASSOCIATES, INC.  
 131  
 AVENUE L, ST. LOUIS  
 MO 63102-2700  
 PROJECT NO. 20150151    REV. 02/24/15    PAGE 1 OF 1



REVISIONS: REVISIONS  
 Part of the Northwest Quarter and Part of the Southeast Quarter of  
 Section 18, Township 3 North, Range 7 West of the Third Principal Meridian, Madison  
 County, North Dakota

# EXHIBIT B Trail Parcel

Parcel for  
 Future Trail

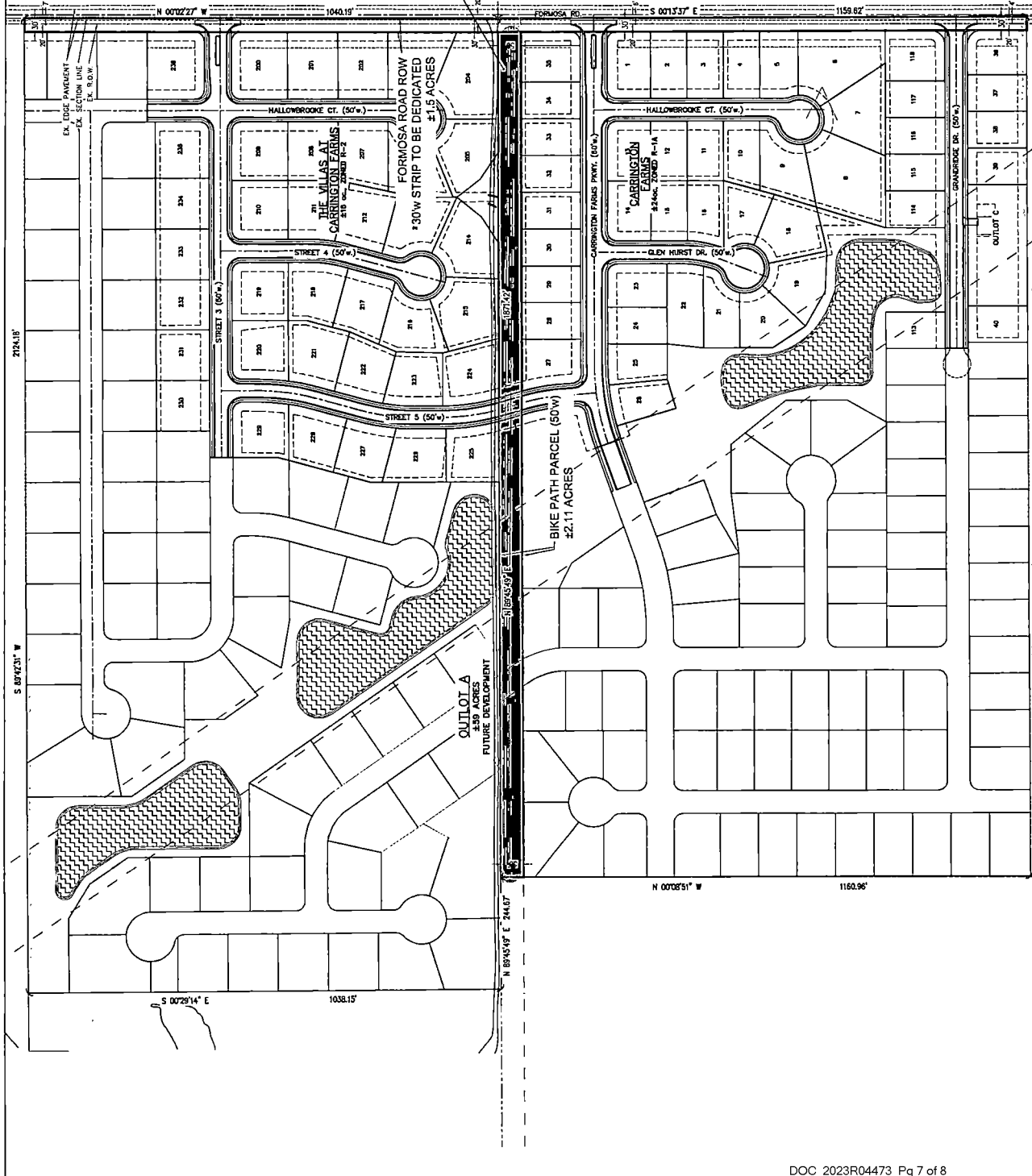
N  
 SCALE: 1"=100'  
 BASED ON BEARING  
 AND DISTANCE  
 DATE OF FIELD WORK:  
 02-04-2013

- LEGEND
- = ROCK MARKET FOUND
  - = CONCRETE FOUNDATION
  - = CONCRETE FOUNDATION (FOUND)
  - △ = STAKE FOUND
  - = PROPERTY TO BE SET
  - = BOUNDARY
  - = PROPOSED UTILITY & DRAINAGE CASING
  - (EXCEPT AS NOTED)
  - = EXISTING CURB/STREET



NETEMEYER ENGINEERING  
 ASSOCIATES, INC.  
 101 South Page St.  
 Bismarck, ND 58103  
 701-223-8888  
 net@neteng.com

PROJECT AND DRAWING: REV. CONTROL PAGE 1 OF 1



PROPERTY REVISIONS  
 Part of the Northwest Quarter, and Part of the Southeast Quarter of  
 Section 18, Township 3 North, Range 7 West of the Third Principal Meridian, Madison  
 County, Iowa.

# EXHIBIT C Formosa Road Right of Way Parcel

Parcel for  
 Formosa Road  
 Right of Way

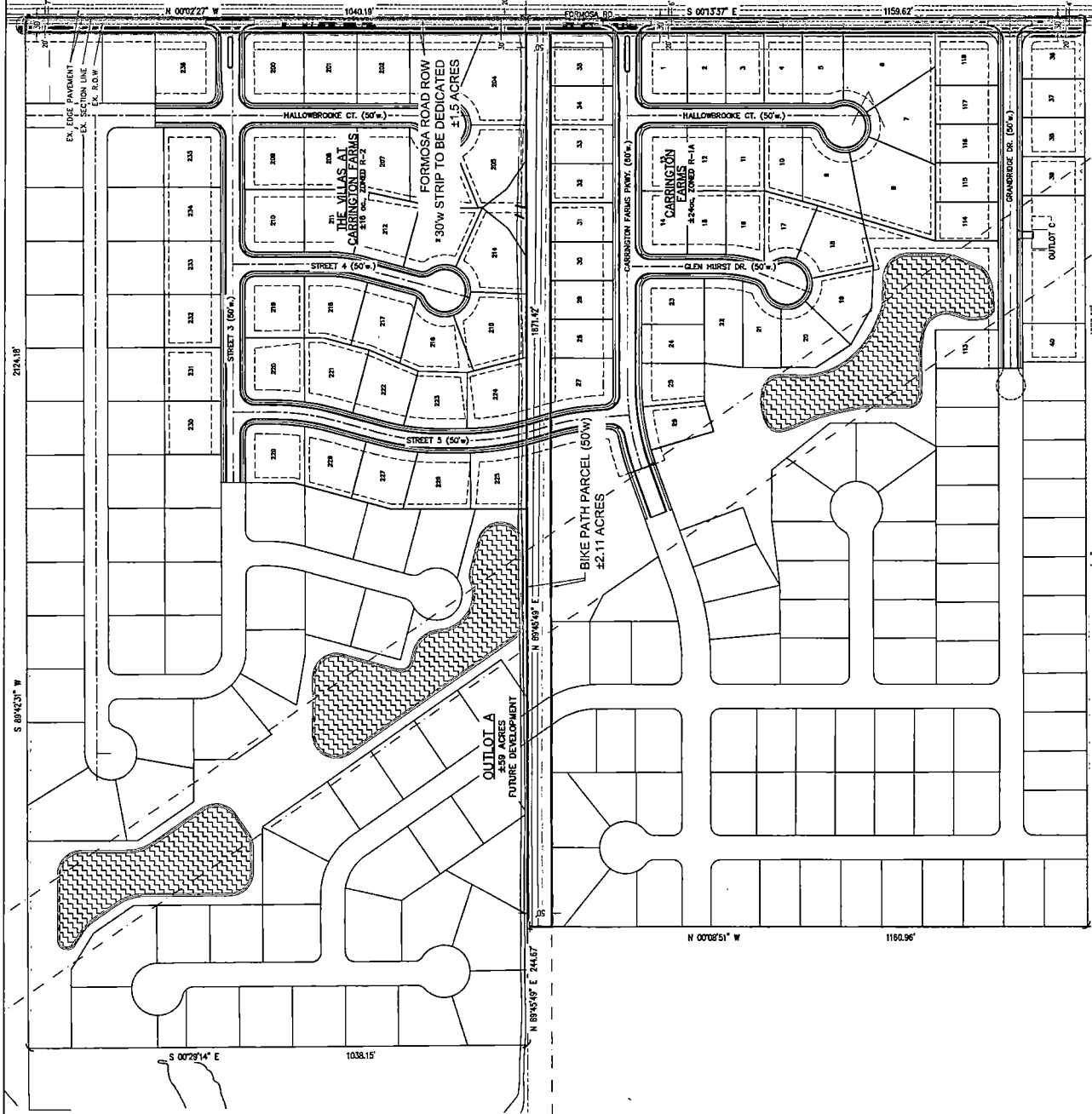
N  
 SCALE: 1"=100'  
 BASE OF BEARING  
 DATE OF FIELD WORK:  
 07-24-2015

- LEGEND
- = 50' WIDE ROAD TO BE SET
  - = CONCRETE MANHOLE FOUND
  - △ = STONE FOUND
  - = BUILDING STRUCK
  - - - = PROPOSED UTILITY & BRANCHLINE ALIGNMENT (EXCEPT AS NOTED)
  - = EXISTING UTILITY



NETEMEYER ENGINEERING  
 ASSOCIATES, INC.  
 10100 W. 10th St.  
 Des Moines, IA 50319  
 Phone: 515-281-2800  
 Fax: 515-281-2801

PROJECT NO: 201501215    REF: 15022921    PAGE 1 OF 1



END OF DOCUMENT