

ANNEXATION AGREEMENT

This Annexation Agreement (“Agreement”) is made and entered into this 1st day of May, 2019 by and between the Village of Romeoville, an Illinois municipal corporation (“Village”) and AMERCO Real Estate Company (“Owner”).

RECITALS:

WHEREAS, Owner is the owner of record of the tract of land legally described on Exhibit “A”, a copy of which is attached hereto and incorporated herein (the “Territory”), which is not within the corporate limits of any municipality; and

WHEREAS, Owner desires to have the Territory annexed to the Village in accordance with the provisions of Article 7 and Article 11, Division 15.1 of the Illinois Municipal Code (65 ILCS 5/7-1-1 et. seq., and 65 ILCS 5/11-15.1-1 et. seq.) and in accordance with the terms and conditions hereinafter set forth; and

WHEREAS, Owner has filed with the Village Clerk a petition to annex all of the Territory into the corporate limits of the Village (the “Petition”) signed by the Owner and all electors, if any, residing on the Territory; and

WHEREAS, the Territory is presently contiguous to the corporate limits of the Village and is presently vacant or unimproved; and

WHEREAS, Owner, in accordance with the Zoning Ordinance of the Village (Chapter 159 of the Village Code of Ordinances), the Development Regulations of the Village (Chapter 158 of the Village Code of Ordinances) the Flood Control Regulations of the Village (Chapter 160 of the Village Code of Ordinances) and the terms and conditions of this Agreement, proposes to develop the Territory with an indoor self-service storage facility, equipment sharing, retail sales, equipment display and within the B-3 Zoning District established by the Village Zoning

Ordinance, all as a planned unit development in accordance with Part VIII of the Zoning Ordinance, and in accordance with the terms and conditions of the special use permit for the development of the Territory as a planned unit development requested from the Village by the Owner; and

WHEREAS, the Owner has submitted applications to the Village for annexation and zoning approval, approval of a special use permit for planned unit development and site, landscape and engineering approval; and

WHEREAS, the aforesaid applications have been reviewed and reported on by the Village Development Review Committee and referred as necessary to the Planning and Zoning Commission of the Village; and

WHEREAS, upon due notice and advertisement as provided by law, the Planning and Zoning Commission has held such public hearings on the aforesaid applications as are required by law, and after due deliberation thereon and the receipt of public comment with respect thereto, has made determinations and findings of fact with respect to the aforesaid application to the extent required by applicable law and the ordinances of the Village; and

WHEREAS, the Corporate Authorities of the Village have received the report of the Development Review Committee and the recommendations of the Planning and Zoning Commission of the Village with respect to the aforesaid applications, and in connection therewith have received and reviewed a proposed annexation agreement in substance and form substantially the same as this Agreement, and have held a public hearing on said proposed annexation agreement as required by Article 11 Division 15.1 of the Illinois Municipal Code (65 ILCS 5/11-15.1-1 et. seq.) and

WHEREAS, due notice as required by Section 1 of Article 7, Division 1 of the Illinois Municipal Code (65 ILCS 5/7-1-1) has been sent to all the trustees of all fire protection and public library districts having jurisdiction over the Territory (with an affidavit attesting to such notice having been duly recorded with the Will County Recorder of Deeds), the Township Commissioner of Highways and Town Board of Trustees of all townships having jurisdiction over highways presently located within the Territory, the election authorities having jurisdiction over the Territory, and the branches of the United States Post Office serving the Territory; and

WHEREAS, Owner is legally authorized to enter into this Agreement with the Village and to perform all undertakings and covenants set forth therein; and

WHEREAS, the Corporate Authorities of the Village have considered the annexation of the Territory described in the Petition according to the terms of this Agreement; and

WHEREAS, the Village, after due and careful consideration, has concluded that the annexation, zoning and development of the Territory pursuant to the terms and conditions hereinafter set forth would further the growth of the Village, enable to Village to control the development of the area, increase the taxable value of the property within the Village, extend the corporate limits and jurisdiction of the Village, permit the sound planning and development of the Village and otherwise enhance and promote the general welfare of the Village; and

WHEREAS, the corporate authorities of the Village, after due deliberation have, by ordinance duly passed, approved entering into this Annexation Agreement and directed the President and Clerk of the Village to execute this Agreement.

NOW, THEREFORE, in consideration of the promises, undertakings and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged by the parties hereto, Owner, and Village agree as follows:

1. **RECITALS:** The foregoing recitals are hereby incorporated into this Agreement as if fully set forth herein.
2. **ANNEXATION:** Upon the execution of this Agreement by the Owner and Village, the corporate authorities of the Village shall, not later than their next regular board meeting, adopt an ordinance annexing (“Annexation Ordinance”) all of the Territory legally described in Exhibit “A” and depicted graphically on the plat of annexation attached hereto and incorporated herein as Exhibit “B” (“Annexation Plat”) into the corporate limits of the Village, and shall thereafter record and file copies of the Annexation Ordinance and Annexation Plat with the Will County Recorder and the Will County Clerk.
3. **Zoning Approval:**
 - 3.1 Within twenty-eight (28) days after the execution of this Agreement by the Owner and Village, the corporate authorities of the Village shall adopt such ordinances as are necessary to cause the Territory to be classified into the B-3 Zoning District.
 - 3.2 Within the aforementioned twenty-eight (28) day period, the corporate authorities of the Village shall adopt an ordinance granting a special use permit for planned unit development (the “PUD Special Use Permit”), the terms and conditions of

which shall include at least those terms and conditions set forth in Exhibit “C”, a copy of which is attached hereto and by reference incorporated herein, which terms and conditions shall govern and control the development of the Territory notwithstanding any contrary, conflicting or less restrictive provisions of the Village Zoning Ordinance.

4. **Plan Approval**

Any development of the Territory described in Exhibit “A” shall conform to the requirements of the Village Zoning Ordinance and Development with appropriate site, engineering, planned development and landscape plan reviews and approvals by Planning and Zoning Commission and Board of Trustees and with general and final development plans and other required submittals reviewed and approved as required by the Village Zoning Ordinance and Development Regulations. Nothing herein shall relieve Owner from the obligations to have site plans, engineering plans, landscape plans, general development plans and final development plans and other required development submittals reviewed and considered by the Village Staff, Planning and Zoning Commission and Board of Trustees with respect to each and every phase or portion of the Territory which the Owner seeks to develop from time to time, or from the obligation to make such submittals in such form as the Village shall from time to time require.

5. **Utilities**

5.1 To the best of the Village’s knowledge and belief, there is no administrative, judicial, or any legislative action pending or being threatened that would result in a reduction of, or limitation upon, Owner’s right to use the sanitary sewer and potable water supplies and systems serving the Village.

5.2 The Owner shall pay any recapture fees lawfully imposed upon the Territory by virtue of any recapture agreements or ordinances recorded against the Territory, or recapture obligations due and owing with respect to the Territory as more fully hereinafter set forth. Without otherwise limiting the generality of the foregoing, Village discloses the following recapture fees and obligations with respect to existing infrastructure improvements benefitting the Territory:

(a) Adjacent Parcel Recapture Obligations. Village discloses to Owner that a prior owner and developer (the “Adjacent Parcel Owner”) of the

property immediately to the north of and adjacent to the Territory (the "Adjacent Parcel") has previously installed certain potable water and sanitary sewer improvements that benefit the Territory (the "Prior Improvements"), for which said prior owner and developer was entitled to seek recapture pursuant to the provisions of the annexation agreement by which the Adjacent Parcel was annexed into the Village, a copy of which has been recorded with the Will County Recorder's Office as Document No. R2005043763 (the "Adjacent Parcel Agreement"). Village represents that as of the date of this Agreement, it has not approved or entered into a recapture agreement with the Adjacent Parcel Owner for the recapture of the cost of the Prior Improvements. Owner acknowledges that the Village has provided it with such documentation as is in the Village's possession concerning the cost of improvements in question for the Adjacent Parcel Owner, and further acknowledges that Owner or an entity owned or controlled by Owner presently owns the Adjacent Parcel. In consideration of the Village's approval and execution of this Agreement, Owner agrees that it shall from and after the execution of this Agreement be solely and fully responsible for any recapture fees due and owing to the Adjacent Parcel Owner or its successors and assigns relating or pertaining to that portion of the cost of the Prior Improvements which benefits the use and development of the Territory, and that it shall indemnify and defend the Village of and from any and all liability whatsoever for claims for recapture of all or any part of the cost of the Prior Improvements in accordance with and subject to the provisions of Section 9 of this Agreement.

- (b) Village Water and Sewer Per Acre Fees. Owner shall pay to Village the sum of \$27,185 for the Territory to defray a pro-rata share of the Village's cost to construct a sanitary sewer trunk line to provide sewer service to the Territory as well as other properties in the southwest area of the Village, and to defray a pro-rata share of the Village's cost to construct certain water improvements intended to improve water service

to that portion of the southwest area of the Village located east of Weber Road and south of Taylor Road.

(c) Village Weber Road Widening. Owner shall pay to Village the sum of \$188,180 for the Territory to defray a pro-rata share of the Village's cost paid toward the construction of certain improvements to Weber Road as it fronts along the Territory.

(d) Village Gaskin Drive Widening. Owner shall pay to Village the sum of \$92,746 for the Territory to defray a pro-rata share of the Village's cost paid toward the construction of certain improvements to Gaskin Drive as it fronts along the Territory.

- 5.3 The Village shall cooperate with the Owner in obtaining, at Owner's expense, all permits, easements and approvals required from parties other than the Village in order to develop the Territory in accordance with this Agreement, which cooperation shall include but not be limited to the execution of complete and proper permit applications.
- 5.4 The Village warrants that as of the date of this Agreement, the Property is located within the Village's facility planning area (FPA) as determined by the Chicago Metropolitan Agency for Planning (CMAP) and the Illinois Environmental Protection Agency (IEPA).
- 5.5 Owner shall, at Owner's expense, extend and loop Village water and sewer mains within the Territory, as required by and sized as determined by the Village Engineer, for future extensions thereof. Without otherwise limiting the generality of the foregoing, Owner shall specifically be required to extend the sanitary sewer mains within the Territory to a point on the eastern boundary of the territory, generally in the vicinity of the Gaskin Road frontage of the Territory, and to cause such main as so extended to be sized to permit the provision of sanitary sewer service to existing properties located along that portion of Gaskin Drive and its cul de sac to the east of the Territory.
- 5.6 As a condition of the Village's issuance of final occupancy permits for all buildings constructed within the Territory, Owner shall pay to Village sanitary sewer and

water tap-on fees calculated in accordance with the then-current ordinances of the Village.

- 5.7 Installation of all utilities serving the Territory shall be underground and pursuant to the requirements of the utility companies providing the utility service or pursuant to the agreements of the Village with such entities.

6. Roadway and Other Public Improvements

Any on or off-site roadway or other public improvements required by the development of the Territory as contemplated herein or which may be required by applicable Village Ordinances shall be constructed by Owner at no cost to the Village, in accordance with the standards therefor established by the applicable Village Ordinances, and the Village shall have no responsibility for the construction of any such roadway or public improvements, provided, however, that in lieu of requiring Owner to construct any such improvements (or if such improvements have already been constructed by the Village), the Village may elect to require Owner to contribute a sum of money in an amount approved by the Village Engineer equivalent to one half of the cost of constructing such improvements adjacent to Owner's property otherwise to be required by the Village where Owner's property lies only on one side of the proposed improvements, or equivalent to the entire cost of constructing such improvements adjacent to Owner's property where Owner's property lies on both sides of the proposed improvements. The completion of the construction of all such roadway or other public improvements shall be secured by a letter of credit posted with the Village by Owner in accordance with the requirements of the Village Development Regulations.

The Owner shall be responsible for providing the Village with copies of all engineering drawings and plans for any roadway or other public improvements required or contemplated hereunder prior to the commencement thereof, for review and approval by the Village, in such form as the Village may require from time to time. Upon completion of all on and off-site roadway or other public improvements necessitated by the development of the Territory, the Village, after its inspection and approval thereof, shall accept the dedication of such improvements (together with the necessary easements and rights-of-way therefor) from the Owner, free and clear of all liens and encumbrances, and shall thereafter be responsible for the operation, maintenance, repair and replacement thereof, subject, however, to all maintenance and repair obligations of Owner under the Village Development Regulations, and provided, further, that the Owner shall additionally be responsible to repair or replace any roadway or other public improvements

damaged by the use of such improvements in conjunction with construction within the Territory. Notwithstanding any other term or provision of this Agreement, Owner's obligations under Section 9 hereof shall expressly extend to all construction of public improvements undertaken by Owner hereunder.

In the event that Owner constructs and installs any on or off-site roadway or other public improvements contemplated by this Agreement or required by the Village Development Regulations, and Owner, upon the request of the Village, constructs and installs such roadway or other public improvements in a fashion designed and intended to benefit owners, developers or users of property other than the Territory, then the Village and the Owner shall enter into a recapture agreement in accordance with 65 ILCS 5/9-5-1 et. seq., which recapture agreement shall provide, among other things, that the Owner shall be entitled to reimbursements from the owners, developers and users of property other than the Territory benefited by such roadway or other public improvements of that portion of the actual costs, together with reasonable interest thereon, to design, construct and install such additional improvements which the Village deems to have been incurred for, and to have inured to, the benefit of the owners, developers or users of property other than the Territory.

7. Signs

7.1 Prior to the commencement of the development of the Territory, Owner shall be entitled to place signs on the Territory advertising sale or development opportunities within the Territory in accordance with the standards set forth in Part VI of the Village Zoning Ordinance.

7.2 Signage to be constructed and placed within the Territory from and after its development shall conform to the PUD Special Use Permit and the applicable provisions of Exhibit C hereto, in addition to the otherwise applicable provisions of the Village Code of Ordinances.

8. Development Fees.

The Village agrees that no new types or classifications of land development, subdivision, impact or building permit fees, donations, requirements, costs or impositions not in existence as of the date first above named will be imposed upon the Territory or the Owner in connection with its development thereof during the term of this Agreement unless the same shall be imposed by a Village ordinance of general applicability, and the Owner agrees to pay the Village all such types

and classifications of fees, donations, costs and impositions in the manner and to the extent required by the ordinances of the Village. However, the Village may waive, modify or reduce such fees, donations, costs or impositions for other developers or owners of similarly situated land developments in the future without having to waive or reduce such fee, donation, cost or imposition for the Developer or Owner with respect to the Territory.

9. Indemnification.

Owner shall indemnify and hold the Village of Romeoville, an Illinois municipal corporation, its President, Trustees, officers, agents and employees, their heirs, executors, representatives and assigns (collectively sometimes hereinafter referred to as "Village") harmless from any and all actions, causes of action, claims, suits, demands, and any judicial, governmental or regulatory proceedings or any other actions which may arise or are claimed to arise out of or due to this Agreement or any of the activities or uses proposed or contemplated upon the Territory being annexed, including but expressly not limited to any and all construction activities conducted by Owner upon the Territory or upon any public rights of way or property. In the event the Village is made a party to any such event or proceeding identified herein, Owner shall indemnify, defend and hold harmless the Village, individually and collectively, from any such event or proceeding, and such indemnification obligation shall include, but not be limited to, the obligations to pay all judgments, comply or bear the cost of the Village's compliance with all orders, injunctions, decrees or other like enforcement provisions directed against the Village and to pay all costs and expenses of every nature and kind arising therefrom. The obligations of Owner hereunder shall specifically include but not be limited to the payment of reasonable attorneys' fees for the representation of the Village in such proceedings together with all expert witness fees and expenses, court costs and fees. It is expressly understood that the Village shall have the right to employ all such attorneys to represent the Village. The Village shall have the right to appeal to the courts of appellate jurisdiction any judgment taken against the Village in this respect. The parties agree this indemnification provision shall be liberally construed in favor of the Village and this Section and the indemnification and hold harmless agreements contained herein shall survive any determination by a court of competent jurisdiction of the invalidity of the Agreement or any party thereof. Notwithstanding anything contained herein, the indemnification in this Section shall not apply to an action or a claim brought by Owner against the Village or by the Village against the Owner nor with respect to any action by owner of a subdivided lot or a tenant within a building on

the Territory for gross negligent action or inaction by the Village outside the scope of this Agreement which affects such a party.

10. Ingress and Egress.

The Owner shall be responsible for submitting to the Village all proposed public right-of-way connections from the Territory to any public right-of-way. Upon Village approval, the proposed right-of-way connections shall be submitted to the relevant jurisdictional authorities for their review and approval.

11. Building and Other Permits After Approval of Final Development Plan

11.1 Following Village approval for the Final Development Plan for the Territory or any particular phase thereof, the Village acknowledges that Owner, or its duly authorized representatives, may apply for, and that the Village shall issue, without undue delay, building permits to begin construction upon the Territory or such phase of the Territory, provided that the application complies with all requirements of the Village Ordinances and this Agreement. If the application is disapproved, the Village shall provide the applicant with a statement in writing without undue delay specifying the reasons for denial of the application.

11.2 Installation of hard surfaced streets (i.e., binder course) passable for emergency vehicles, along with storm sewers, sanitary sewers, water and storm water management facilities shall be completed in conformance with Village Ordinances before the issuance of building permits for the structures to be constructed.

12. Miscellaneous.

12.1 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.

12.2 (a) This Agreement shall be valid and binding for a term of twenty (20) years after the date first above named, upon the Village and upon the Owner, together with their respective successors and assigns, and is further intended to be binding upon each successive lot owner of any lots of record created by the approval and recording of Final Plats hereunder, and shall constitute a covenant running with the land. This Agreement shall be recorded with

the Will County Recorder's Office.

- (b) Owner may assign this Agreement without Village approval, but only in connection with its conveyance of all or any part of the Territory, and upon said assignment and acceptance by an assignee, the Owner shall have no further obligations hereunder as to the that portion of the Territory so conveyed, but shall continue to be bound by this Agreement and shall retain the obligations created thereby with respect to any portion of the Territory retained and not conveyed. If Owner or its successors sell a portion of the Territory, the seller shall be deemed to have assigned to the purchaser any and all rights and obligations it may have under this Agreement (excluding rights of recapture) which affect the portion of the Territory sold or conveyed and thereafter the seller shall have no further obligations under this Agreement as it relates to the portion of the Territory so conveyed, but any such seller shall retain any rights and obligations it may have under this Agreement with respect to any part of the Territory retained and not conveyed by such seller. Notwithstanding any such assignment of this Agreement or any such sale or conveyance, unless the successor to or assignee of the Owner of all or a portion of the Territory shall have deposited and substituted its letter of credit as security for the construction, repair and maintenance of roadway or other public improvements with the Village, the Owner or other seller though otherwise released from all obligations hereunder, shall keep its letter of credit on deposit with the Village until such time as the Owner or the successor to or assignee of the Owner has provided a substitute letter of credit.

12.3 Any conveyance, dedication or donation of real estate to the Village or other governmental authorities required of Owner (hereinafter referred to as "Grantor" in this Section) under this Agreement shall be made in conformance with the following requirements and any other applicable provisions of this Agreement.

- (a) Fee Simple Title. The conveyance, dedication or donation shall be of a fee simple title.
- (b) Marketable Title. Title to the real estate shall be good and marketable.

- (c) Form and Contents of Deed. The conveyance, dedication or donation shall be by delivery of a good, sufficient and recordable deed, plat of dedication, or appropriate dedication on a recorded plat of subdivision. The deed, conveyance or dedication may be subject only to:
- (i) Covenants, restrictions and easements of record, provided the same do not render the real estate materially unsuitable for the purposes for which it is being conveyed, dedicated or donated;
 - (ii) Terms of this Agreement;
 - (iii) General taxes for the year in which the deed, conveyance or dedication is delivered or made and for the prior year if the amount of prior year's taxes is not determinable at the time of delivery, conveyance or dedication; and
 - (iv) Such other exceptions as may be agreed to in writing by the Village.
- (d) Title Insurance. Grantor shall provide to the Village, not less than ten (10) days prior to the time for delivery of the deed, conveyance or dedication, a commitment for title insurance from the Chicago Title Insurance Company or such other title insurance company as may be acceptable to the Village. The commitment for title insurance shall be in usual and customary form subject only to:
- (i) The usual and customary standard exceptions contained therein;
 - (ii) Taxes for the year in which the deed is delivered and for the prior year if the amount of such prior year's taxes is not determinable at the time of delivery of the deed, conveyance or dedication;
 - (iii) Covenants, restrictions and easements of record, provided the same do not render the real estate materially unsuitable for the purposes for which it is being conveyed, dedicated or donated;
 - (iv) Terms of this Agreement; and
 - (v) Such other exceptions as may be agreed to in writing by the Village.

The commitment for title insurance shall be in the amount of the estimated fair market value of the portion of the Territory conveyed as determined by the Grantor, which estimate shall be dated not less than twenty (20) days prior to the time for

delivery of the deed, conveyance or dedication. Grantor shall further cause to be issued within thirty (30) days after delivery of the deed, conveyance or dedication a title insurance policy in such amount from the company issuing the commitment for title insurance, subject only to the exceptions stated hereinabove. All title insurance charges herein provided shall be borne by Grantor.

- (e) Taxes, Liens, Assessments, Etc. General taxes and all other taxes, assessments, liens and charges of whatever nature affecting that portion of the Territory conveyed shall be paid and released prior to delivery of the deed, conveyance or dedication. To the extent that any such item cannot be removed prior to delivery of the deed, conveyance or dedication because the amount of the same cannot then be determined, Grantor hereby covenants that it will promptly pay the same upon determination of such amount and that it will indemnify, hold harmless and defend the Village against any loss or expense arising as a result of a breach of the foregoing covenant.
- (f) Delivery of Deed, Conveyance or Dedication. To the extent not provided in this Agreement, the delivery of any deed, conveyance or dedication required by this Section shall occur at a date, time and place mutually agreeable to Grantor and Village, otherwise at a date, time and place set by Village not more than thirty (30) days after notice thereof is given by Village to Grantor.
- (g) Environmental Assessment. Not less than thirty (30) days prior to any conveyance, dedication or donation of any portion of the Territory required under this Agreement, any Village ordinance or other requirement, the Grantor shall deliver to the Village a written report of a site assessment and environmental audit (the "Environmental Audit") prepared by an independent, competent and qualified environmental engineer ("Engineer"). The Environmental Audit shall assure that the Engineer made all appropriate inquiry into the previous ownership and uses of the Territory consistent with good commercial and customary environmental engineering practice and procedure, which takes into account and satisfies the "innocent landowner" provision set forth at 42 U.S.C. 9601 (35) and any applicable governmental rules, guidelines or regulations. The Environmental Audit shall assure that no evidence came to light which would suggest there was a release of

substances on the Territory which could necessitate an environmental response action, and which further evidences that the property, based upon the Environmental Audit, does not deviate from, all applicable federal, state, county, regional and local environmental statutes, laws, ordinances, rules and regulations (“Environmental Laws”), including the provisions of any licenses, permits or certificates required thereunder. If the Grantor obtains any such Environmental Audit for its lender, such Audit shall be deemed satisfactory to the Village.

The Grantor agrees that, in the event that an Environmental Audit or any other source of information known to the Village discloses a material, health, safety or environmental hazard, with respect to any Territory contemplated to be conveyed under this Section, then the Village shall not be obligated to take title to any land if, in its sole and exclusive judgment (including, without limitation, information revealed by the Environmental Audit), the use or condition of the Territory, or any part thereof, poses a material health, safety or environmental hazard. If such part of the Territory does pose a material health, safety or environmental hazard, then the Grantor must convey suitable substitute land at a location(s) subject to the approval by the Village which approval shall not be unreasonably withheld.

(h) Ordinance Compliance. Property to be conveyed hereunder to the Village shall also comply with any and all other standards, ordinances, resolutions or regulations adopted by the Village. For purposes of determining such compliance, Village may examine Grantor’s use of any property to be conveyed to the Village hereunder as if Village owned the same as of the time of such use, and without regard to the actual date on which such property was or was to be conveyed to the Village.

12.4 From and after the effective date of this Agreement, and upon demand by Village made by and through its President, Owner from time to time shall promptly reimburse Village for all reasonable expenses and costs incurred by Village in the negotiation and administration of this Agreement, including engineering fees, attorneys’ fees and out-of-pocket expenses involving various and sundry matters such as, but not limited to, preparation and publication, if any, of all notices, resolutions, ordinances and other documents required hereunder, the negotiation and preparation of letters of credit as security for the completion of required

roadway or other public improvements and the enforcement of this Agreement or any applicable ordinances of the Village by any administrative proceedings under the ordinances of the Village, or under any state statute or by any court action, including but not limited to prosecutions for violation of this Agreement or any such ordinances.

- 12.5 The failure of any party to this Agreement to insist upon the 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 right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect. No action taken by any party to this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any party at law or equity.
- 12.6 This Agreement may only be amended by the Village's adoption of an ordinance authorizing the execution of such amendment, after a public hearing in accordance with Article 11, Division 15.1 of the Illinois Municipal Code (65 ILCS 5/11-15.1-1 et. seq.) and the subsequent execution of such amendment by all of the other parties hereto.
- 12.7 In the event that any pertinent existing regulations, resolutions or ordinances of the Village are inconsistent with or conflict with the terms or provisions of this Agreement, the terms or provisions of this Agreement shall supersede the regulations, resolutions or ordinances in question to the extent of such inconsistency or conflict. Absent any such conflict or inconsistency, the pertinent existing regulations, resolutions and ordinances of the Village, as the same may be amended from time to time, shall apply to Owner's development of the Territory.
- 12.8 (a) Upon a breach of this Agreement, any of the parties may secure the specific performance of the covenants and agreements herein contained as its sole and exclusive remedy for such breach, the sole venue for which shall be in the Circuit Court for the Twelfth Judicial Circuit, Will County, Illinois.
- (b) In the event of a material breach of this Agreement, the parties agree that

the party alleged to be in breach shall have thirty (30) days after written notice of said breach to correct the same prior to the non-breaching party seeking a judicial remedy as provided for herein (provided, however, that said thirty (30) day period shall be extended if the defaulting party has commenced to cure said default and is diligently proceeding to cure the same).

- (c) If the performance of any covenant to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (including, without limitation, acts of God, war, terrorist acts, strikes, inclement weather conditions, inability to secure governmental permits, or similar acts), the time for such performance shall be extended by the length of such delay provided, however that the party that seeks the benefit of this provision shall give the other(s) written notice of both its intent to rely upon this provision and the specific reason which permits the party to avail itself of the benefit of this provision.

12.9 This Agreement sets forth all agreements, understandings, and covenants between and among the parties. This Agreement supersedes all prior agreements, negotiations and understandings, written and oral, and is a full integration of the entire Agreement of the parties.

12.10 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. Furthermore, if any provision of this Agreement is held invalid, the invalidity thereof shall not affect any zoning classification which has been approved by the Village pursuant to the provisions of the Village's ordinances and the valid provisions of this Agreement, and such zoning classifications shall not otherwise be changed during the term of this Agreement without Owner's approval and shall survive this Agreement and continue to be the zoning classification of the Territory unless changed in accordance with law.

12.11 The Corporate Authorities agree to aid Owner and to cooperate reasonably with

Owner in dealing with any and all applicable governmental bodies and agencies in obtaining utility and other governmental services for the Territory. Furthermore, it is understood and agreed by the parties hereto that the successful consummation of this Agreement requires their continued cooperation. The Village and Owner hereby evidence their intent to always cooperate in the resolution of mutual problems and their willingness to facilitate the uses of the Territory, as contemplated by the provisions of this Agreement. Without otherwise limiting the generality of the foregoing, Owner specifically acknowledges and agrees that it shall cooperate with Village by entering into the Village's standard form private property traffic ordinance enforcement agreement or private property common area enforcement agreement upon request therefor from the Village, and that it shall take all such steps as may be necessary (including but not limited to the recordation of appropriate restrictive covenants against the property) to ensure that all sales and use taxes imposed by the State of Illinois with respect to the conduct of any business that is now or may hereinafter be lawfully developed within or conducted from the Territory shall be deemed to have resulted from and to have been generated within the corporate limits of the Village, so as to facilitate the Village's receipt of such distributive share thereof from the State of Illinois as it may be entitled to from time to time.

12.12 This Agreement may be executed in multiple counterparts, all of which when taken together shall constitute one Agreement.

12.13 The headings of the Sections of this Agreement are for convenience and reference only and do not form a part hereof and do not modify, interpret or construe the understandings of the parties hereto.

12.14 This Agreement may be reproduced by means of carbons, xerox process or otherwise. Each such reproduction, if manually executed by the parties, shall for all purposes be deemed, and the same is hereby declared, to be a duplicate original of this Agreement.

12.15 Terms used in this Agreement shall be read in the singular or the plural as may be appropriate to the context in which they are used.

12.16 Notices, including Notices to effect a change as to the persons hereinafter

designated to receive Notice(s), 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, or the corporate authorities:

VILLAGE OF ROMEOVILLE
1050 W. Romeo Road
Romeoville, Illinois 60446
Attention: Village Manager

with a copy to the Village Attorney:

RAYMOND E. MEADER
Village Attorney
Tracy, Johnson & Wilson
2801 Black Road
Joliet, Illinois 60435

If to the Owner, or the corporate authorities;

AMERCO Real Estate Company
Attention: David Pollock
2727 N Central Ave.
Phoenix, Arizona 85004

with a copy to the Corporate President;

MATT BRACCIA
President
AMERCO Real Estate Company
2727 N Central Ave.
Phoenix, Arizona 85004

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers duly authorized to execute the same, the day and year first above written.

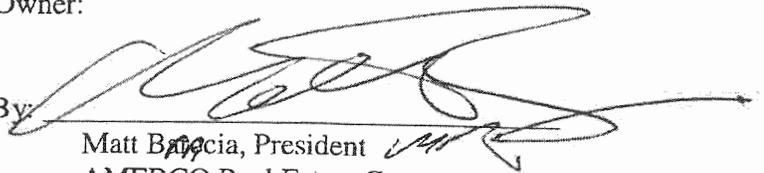
VILLAGE OF ROMEOVILLE,
a municipal corporation,

By: _____
Village President

ATTEST:

By: _____
Village Clerk

Owner:

By: 
Matt Baccia, President
AMERCO Real Estate Company



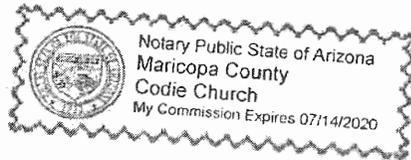
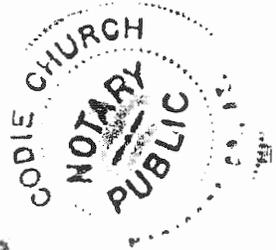


Exhibit A – Legal Description

LOTS 1 AND 2, IN WEBER RIDGE SUBDIVISION AMENDED PLAT OF LOTS 1 & 2, BEING A SUBDIVISION OF WEBER RIDGE SUBDIVISION, BEING A SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 18, 2004 AS DOCUMENT NUMBER R2004-110653, IN WILL COUNTY, ILLINOIS; EXCEPTING THEREFROM THAT PART OF LOT 1 DEDICATED FOR WEBER ROAD BY PLAT OF DEDICATION RECORDED NOVEMBER 3, 2006 AS DOCUMENT R2006185153.

PIN: 11-04-17-301-015-0000

Exhibit C

PUD Special Use Permit terms and conditions

1. Building Height. Exception to section 159.73(F)(6) raising the maximum building height from 40 feet to 42 feet.
2. Parking Setback. Exception to section 159.70(E)(4) reducing the front yard parking setback from 25 feet to 10 feet.
3. Parking Stall Size. Exception to section 159.108 reducing the parking stall width from 9.5 feet to 9 feet.
4. Monument Sign Location. Exception to section 159.127 to allow freestanding monument signs to be closer than 10 feet to the right of way line.