

DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** (the “Agreement”), is made and entered into this, _____ day of _____ 2026, A.D., by and among the **VILLAGE OF ROMEOVILLE**, a home rule Illinois Municipal Corporation (hereinafter sometimes referred to as “Village” or “Romeoville”), and Orland Park Building Corporation, an Illinois corporation (hereinafter 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 owns the tract of real property presently within the corporate limits of the Village as legally described in Exhibit A (the “Subject Property”), copies of which is attached hereto and incorporated herein by this reference; and

WHEREAS, Village has previously adopted Ordinance No. _____ pursuant to Developer’s petition annexing portions of 135th Street and the Subject Property into the corporate limits of the Village; and

WHEREAS, Developer has expressed its desire to disconnect the Subject Property from the corporate limits of the Village; and

WHEREAS, in an effort to avoid potential lengthy and costly litigation pertaining to the potential disconnection of the Subject Property from the corporate limits of the Village, Village and Developer have mutually communicated their desire to resolve any disputed issues relating to the disconnection of the Subject Property in an amicable fashion, and pursuant to the terms and conditions hereinafter set forth; 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 regulate certain matters pertaining to the development of the Subject Property in the manner and upon the terms and conditions contained in this Agreement; and

WHEREAS, the Village acknowledges that this executed Development Agreement will facilitate the orderly growth, planning and development of the Village.

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: Incorporation of Preambles - The recitals contained in the Preamble hereto are material and are hereby incorporated as a part of this Agreement. Developer and the Village shall fully cooperate with each other in carrying out the terms of this Agreement. The Parties represent that they have full authority to enter into this Agreement pursuant to law.

SECTION TWO: Disconnection of Subject Property - Within forty five (45) days after Village receives Developer's duly executed petition for disconnection of the Subject Property from the Village in accordance with 65 ILCS 5/7-3-4, the Village shall thereafter adopt such ordinances as are necessary to cause the disconnection of the Subject Property from the corporate limits of the Village of Romeoville, and shall cause the same to be recorded and filed with the Will County Clerk.

SECTION THREE: Developer's Settlement Payment – Not later than contemporaneously with the Village's adoption of the ordinances required by Section two of this Agreement, Developer shall pay to Village the sum of \$40,000.00.

SECTION FOUR: Mutual Release of the Parties - Village and Developer acknowledge that by entering into this Agreement and performing thereunder, that they each release each other of and from any and all claims, actions, causes of action, liens, affirmative defenses, debts, liabilities, damages, demands, proceedings or suits of whatever name or nature, whether at law or in equity, which the releasing party brought or could have brought against each other arising out of, relating to or otherwise founded upon the annexation or claimed annexation of the Subject Property to the Village or the exercise by the Village of its municipal jurisdiction over the Subject Property, including but not limited to its levy and extension of real estate taxes against the Subject Property.

SECTION FIVE: General Provisions

A. No Waiver or Relinquishment of Right to Enforce Agreement. The failure of any Party to this 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 President after being approved by the Village Board and only to the extent therein set forth.

B. 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.

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

D. 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.

E. Recording. All ordinances contemplated hereunder shall be recorded by the Village.

F. Term and Date of Agreement; Termination. The term of this Agreement shall be from the approval of this Agreement by the Village until the parties' completion of their performance as required under Sections 2 and 3 hereof, provided, however, that the provisions of Section 4 shall survive any termination or expiration of this Agreement. The date of this Agreement shall be the date on which the corporate authorities of the Village of Romeoville adopt legislation authorizing the execution of this Agreement. No expiration or termination of this Agreement shall prejudice or affect the rights of the parties hereunder to institute,

maintain or continue the prosecution of litigation in relation to any breach of this Agreement alleged to have occurred prior to any such termination (or any expiration) of this Agreement.

G. Law and Venue. This Agreement shall be governed by the laws of the State of Illinois, without reference to the conflicts or choice of laws provisions thereof. The sole and exclusive venue for any litigation arising from this Agreement shall be in the Circuit Court for the 12th Judicial Circuit, Will County, Illinois.

H. Actions by Parties/Right to Cure. In the event of an alleged default under all or any provision 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, or is not diligently pursuing the cure of said default, the non-defaulting Party may take any and all steps necessary to address such default, including but not limited to the commencement of litigation in relation to the default. 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. The Village reserves the right to maintain an action to recover damages or any sums which Developer has agreed to pay pursuant to this Agreement and which have become due and remain unpaid.

I. 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.

J. 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
1050 W. Romeo Road
Romeoville, IL 60446

Attention: Village Clerk

with a copy to:

Rich Vogel
Tracy, Johnson & Wilson
2801 Black Road, 2d Floor
Joliet, IL 60435

If to the Developer:

Orland Park Building Corporation
c/o JOSEPH L MIKAN
11508 183RD PLACE STE. 5E
ORLAND PARK ,IL 60467

with a copy to:

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

K. 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.

L. 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.

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:

VILLAGE OF ROMEOVILLE,
An Illinois Municipal Corporation

By: _____

Name: John D. Noak

Its: Village President

Attest:

By: _____

Name: Dr. Bernice Holloway

Its: Village Clerk

Developer:

ORLAND PARK BUILDING
CORPORATION

By: _____

Name: _____

Its: _____

Attest:

By: _____

Name: _____

Its: _____

Exhibit List

Exhibit A—Legal Description of Subject Property

THE W 10 ACS OF THT PRT OF THE SW1/4 OF THE SE1/4 OF SEC 36, LYG S OF THE N 175 FT OF THE W1/2 OF THE SE1/4 OF SEC 36, T37N-R10E. (EX THAT PRT TAKEN FOR RD WIDENING PER R2012-016404). REVISED LEGAL DESCRIPTION/ACREAGE CHANGE FOR ROAD WIDENING PER R2012-016404.

PIN 12-02-36-400-003-0000