

ANNEXATION AND DEVELOPMENT AGREEMENT

This Annexation and Development Agreement (“Agreement”) is made and entered into this ____ day of _____ 2024 by and between the Village of Romeoville, an Illinois municipal corporation (“Village”) and Edward Rose Properties, Inc., a Michigan corporation (“Owner”).

RECITALS:

WHEREAS, Owner is the contract purchaser of the tracts of land legally described in Exhibit “A”, a copy of which is attached hereto and incorporated herein, all of which is the subject of this Agreement, and included therein is the tract of land legally described on Exhibit “B”, a copy of which is attached hereto and incorporated herein, which tract of land is presently not included within the corporate limits of the Village, and all of which tracts of land are collectively hereinafter referred to as the Territory; and

WHEREAS, Owner desires to have the unincorporated portion of the Territory described in Exhibit “B” 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 shall file with the Village Clerk a petition to annex all of the unincorporated portion of the Territory described in Exhibit “B” into the corporate limits of the Village (the “Petition”) signed by the Owner and all electors, if any, residing on the unincorporated portion of the Territory; and

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

WHEREAS, it is the intention of the parties that this Agreement apply to govern the annexation and development of all of the Territory; 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 multifamily housing and age-restricted senior housing uses (the

“Project”), within the R-7 General Residential Zoning District established by the Village Zoning Ordinance, all as a Planned Unit Development (“PUD”) 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, Owner has submitted applications to the Village for annexation and zoning approvals (the “Annexation and Zoning Application”). Further, Owner has submitted applications to the Village for approval of a special use permit for planned unit development-general development plan approval and site, landscape and engineering approval (collectively, the “Development Applications”); and

WHEREAS, the aforesaid Annexation and Zoning 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 Annexation and Zoning 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 Annexation and Zoning 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 Annexation and Zoning Applications, and in connection therewith have received and reviewed a proposed annexation and development agreement in substance and form substantially the same as this Agreement, and have held a public hearing on said proposed annexation and development 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 and the development of the Territory 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 the 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 Agreement and directed the President and Deputy 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 approval of this Agreement by ordinance adopted by the corporate authorities of the Village, the satisfaction of all conditions contained within such ordinance and the Village's receipt of a duly executed petition for annexation of the unincorporated portion of the Territory as described in Exhibit "B", the corporate authorities of the Village shall, at its next regularly scheduled meeting thereafter, adopt an ordinance annexing ("Annexation Ordinance") all of the unincorporated Territory legally described in Exhibit "B" and depicted graphically on the plat of annexation included within Exhibit "B" into the corporate limits of the Village, and shall cause the same to be recorded and file copies of the Annexation Ordinance and Annexation Plat with the Will County Recorder and the Will County Clerk. For clarity, the Village and Owner

acknowledge that the Village ordinance authorizing the execution of this Agreement shall only remain in full force and effect until October 1, 2024, pending the Village's receipt of an executed copy of this Agreement from the Owner and proof of Owner's closing on the acquisition of the Territory, shall require the Village to execute this Agreement upon its receipt of an executed copy of this Agreement from the Owner and proof of Owner's closing on the acquisition of the Territory, and shall require the Agreement to remain unchanged pending the Village's receipt of an executed copy of this Agreement from the Owner and proof of Owner's closing on the acquisition of the Territory.

3. Zoning Approval

- 3.1 Zoning Ordinance. Subject to the satisfaction of the conditions set forth in Section 2 and the satisfaction of the conditions set forth in the ordinance authorizing the execution of this Agreement, and concurrently with the Village's approval of the Annexation Ordinance, the corporate authorities of the Village shall adopt such ordinances as are necessary to cause the Territory to be classified into the R-7 General Residential Zoning District ("Rezoning Ordinance").
- 3.2 PUD Ordinance. Subject to the satisfaction of the conditions set forth in Section 2, the satisfaction of the conditions set forth in the ordinance authorizing the execution of this Agreement and the Village's approval of the Annexation Ordinance, the corporate authorities of the Village shall, at the same meeting at which the Annexation Ordinance is approved, adopt an ordinance granting a special use permit/general development plan approval for planned unit development (the "PUD Special Use Permit"), 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, and which shall include the two alternative general development plans and related submittals previously submitted to the Planning and Zoning Commission included within Group Exhibit "C". Group Exhibit "C" shall be incorporated into and part of the PUD Special Use Permit, and consists of and includes Exhibit "C-1" (consisting of the Project Narrative, along with two alternative site plans for the development of the Territory

identified therein as Alternative Site Plans C-1a and C-1b), Exhibit “C-2” (consisting of landscaping and pond plans) and Exhibit “C-3” (consisting of and including variances or exceptions from specifically identified and otherwise applicable provisions of the Village Code of Ordinances), Exhibit “C-4” (consisting of a legal description/depiction of the Village Acquisition Parcel), Exhibit “C-5” (consisting of a description of the Owner Conveyance Parcel), Exhibit “C-6” (consisting of a stormwater management facility design and landscaping plan), Exhibit “C-6a” (consisting of a legal description of certain property within the Territory that is subject to a stormwater easement in favor of the County of Will), Exhibit “C-6b” (consisting of the form of intergovernmental agreement proposed between the Village and the County of Will to assign a County of Will stormwater easement to the Village), Exhibit “C-7” (consisting of a depiction/plan for the roadways to be constructed within the Territory”), Exhibit “C-7a” (consisting of a depiction of the water mains and sewer mains to be dedicated to the Village), Exhibit “C-8” (consisting of a depiction of a public roadway to be constructed on the Village Acquisition Parcel as an extension of S. Carillon Drive), Exhibit “C-9” (consisting of a depiction of improvements to be made to Romeo Road adjacent to the Territory), Exhibit “C-10” (consisting of a depiction and description of required extensions of water and sewer mains), Exhibit “C-11 (consisting of a depiction and description of a lift station to be installed to serve the Territory), Exhibit “C-12” (consisting of a depiction and description of certain sidewalk improvements to be constructed by Owner), Exhibit “C-13” (consisting of a depiction of certain multi-use path improvements to be constructed by Owner), Exhibit “C-14” (consisting of the form of maintenance agreement to be entered into and recorded against the Territory with respect to the maintenance of stormwater and private roadway improvements within the Territory), and Exhibit “C-15” (consisting of the construction phasing plan for the development of the Territory).

- 3.3 Special Condition Applicable to Alternative Site Plans C-1a and C-1b. Village and Owner acknowledge that the approval contained herein and within Group Exhibit “C” to the development of the Territory with Alternative Site Plans C-1a

and C-1b is granted on the condition that the Territory shall be developed in accordance with Alternative Site Plan C-1a in the event that (i) the Village, on or before that date which is not more than one hundred twenty (120) days after the date on which the Village adopts an ordinance approving this Agreement, acquires certain property legally described in Exhibit "C-4" (the "Village Acquisition Property"), a copy of which is attached hereto and incorporated herein, and (ii) the Village elects by written notice to Owner on or before that date which is not more than one hundred twenty (120) days after the date on which the Village adopts an ordinance approving this Agreement to require Owner to develop the Territory in accordance with Alternative Site Plan C-1a . In such event, and upon the Village's exercise of the option provided for in the preceding sentence occurring on or before that date which is 120 days after the date on which the Village adopts an ordinance approving this Agreement, Owner shall convey a portion of the Territory legally described in Exhibit "C-5" (the "Owner Conveyance Parcel") to the Village within thirty (30) days after the Village grants final development plan approval for the development of the Territory, and shall thereafter receive a credit equal to the pro rata portion of the purchase price of the Territory allocable to the Owner Conveyance Parcel against the otherwise applicable park donation fees due and owing under Section 158.036 of the Village Code of Ordinances in the amount of \$137,507 per acre. In the event that the Village does not acquire the Village Acquisition Parcel in accordance with the provisions of this Section 3.3, or in the event that the Village does not exercise its option as hereinabove set forth in this Section 3.3, the Owner shall develop the Territory in accordance with Alternative Site Plan C-1b.

- 3.4 Final Development Plan Approval. Notwithstanding any contrary provision of this Agreement, or of the applicable ordinances of the Village, Owner shall be required to make submittals to the Village for Final Development Plan approval as contemplated by Section 159.155 of the Village Code of Ordinances. Such submittals shall be reviewed by the Village staff, and if the same shall be in compliance with applicable Village ordinances as modified or supplemented by

this Agreement, applicable requirements of other governmental agencies having jurisdiction over the development of the Territory, and substantially in accordance with the PUD Special Use Permit, such submittals shall be approved by Village staff without any further public hearing or Village Board action being required in connection therewith. For purposes of the preceding sentence, Owner's submittals shall be deemed to be substantially in compliance with the PUD Special Use Permit if such submittals do not (i) involve changes in the uses to be made of the Territory, (ii) require any major variances or deviations from Village ordinances other than those expressly contemplated by the PUD Special Use Permit, this Agreement or otherwise agreed upon by Owner and the Village pursuant to an amendment to this Agreement and a corresponding amendment to the PUD Special Use Permit (the "Variances"), where the Variances would require a major change to the PUD within the meaning of Section 159.156(A) of the Village Code of Ordinances, (iii) adversely affect the quality or functionality of any public improvements, (iv) involve increases in the gross floor area or height of the buildings contemplated to be built within the Territory in excess of the limits established by Village ordinance or this Agreement, (v) involve increases in the amount of impervious surface contemplated to be developed within the Territory in excess of the limits established by Village ordinance or this Agreement, (vi) involve reductions in the amount of passenger vehicle parking spaces below the standards established by Village ordinance other than those expressly approved and contemplated by this Agreement or (vii) involve changes in the type or number of access points between the Territory and any public roadway for vehicular ingress and egress. Final Development Plan submittals not substantially in accordance with the PUD Special Use Permit shall be treated as a request for a major change or amendment to the ordinance approving a PUD for the Territory, and shall require an additional public hearing and Village Board action as contemplated by Chapter 159.156. Without otherwise limiting the generality of the preceding sentence, any request for an increase in the number of units to be constructed within the Territory in excess of the 804 units reflected in

Exhibit C-1a or the 888 units reflected in Exhibit C-1b shall be deemed to constitute a request for a major change requiring a public hearing and Village Board approval. Village and Owner acknowledge that Final Development Plan changes necessary to reflect the conveyance or retention of the Owner Conveyance Parcel described in Exhibit C-5 do not constitute a major change or amendment to the PUD Special Use Permit. Village and Owner further acknowledge that Village staff shall retain the authority to administratively approve Final Development Plan submittals that do not involve or require material changes from the PUD Special Use Permit without the necessity of a public hearing or Village Board action.

Owner acknowledges that, notwithstanding the foregoing, the Village Director of Community Development may bring before the Village Board at a public meeting, for informational purposes only, all Village staff approved Final Development Plan submittals (other than grading and site improvement permits) for the improvements that are then to be constructed on the Territory.

- 3.5 Repeal and Termination of Prior Annexation and Zoning Approvals. Village and Owner acknowledge that the part of the Territory described in Exhibit “A” has previously been annexed into the Village pursuant to an annexation agreement approved by Village Ordinance No. 2345-95, and received zoning approvals pursuant to Village Ordinance No. 2347-95, which among other things, authorized the placement of various outdoor advertising billboards within such part of the Territory. The parties further acknowledge that from and after the approval and execution of this Agreement, all aspects of the zoning, use and development of the Territory shall be governed by the provisions of this Agreement and the ordinances adopted pursuant to this Agreement, and that any and all such zoning, use and development approvals contained within or granted pursuant to Village Ordinance No. 2345-95 and/or Village Ordinance No. 2347-95 shall be null and void and of no further effect. Consistent therewith, Owner shall remove any such existing outdoor advertising billboards on the Territory contemporaneously with its commencement of grading and mass excavation

activities pursuant to Section 4 of this Agreement. For clarity, the parties further acknowledge that nothing in the preceding provisions of this Section 3.4 shall be deemed to modify, alter or affect the annexation of any part of the Territory described in Exhibit “A” pursuant to Village Ordinance No. 2346-95, and such annexation is hereby confirmed and ratified in all respects by the parties.

4. Plan Approval

Any development of the Territory shall conform to the General Development Plan and the requirements of the Village Zoning Ordinance and Development Regulations, subject only to revisions as set forth in this Agreement, Variances, the Rezoning Ordinance, or the PUD Special Use Permit, with appropriate engineering, planned development and landscape plan submittals, reviews and approvals by Planning and Zoning Commission and Board of Trustees and with final development plans and other required submittals reviewed and approved as required by the Village Zoning Ordinance, and Development Regulations as modified by this Agreement. Except as otherwise expressly set forth herein, and in connection with Owner’s phased development of the Territory in accordance with the Phasing Plan included within Exhibit C-____, Owner shall be required to have engineering plans, landscape plans, 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, and shall be required to make such submittals in such form as the Village Code shall from time to time require. Notwithstanding any contrary provision of this Agreement or of the applicable ordinances of the Village, Owner shall be permitted to commence grading and mass excavation activities within the Territory or a relevant phase thereof (including demolition of structures, excavation, preliminary grading work, filling and soil stockpiling) prior to the approval of any final plat, final development plan, final PUD plat or final engineering plans subject to the conditions hereinafter set forth, provided, however, that such permission shall automatically be deemed to be revoked and to become null and void without further action being required of the Village in the event that the Owner fails or neglects to comply with the following conditions: (a) Owner shall post financial security equal to 125 percent of the Village-approved estimated cost of the lesser of: (i) the proposed grading and mass excavation activities prior to the conduct of

such activities, or (ii) the financial security contemplated by Section 6 of this Agreement, and Owner shall cause such financial security to be available to the Village in the event of any failure by Owner to adhere to the requirements of this Agreement or the otherwise applicable ordinances of the Village as the same may pertain to grading and mass excavation activities, (b) Owner shall submit to the Village for Village review and approval an engineering plan conforming to the requirements of the Village (except for those variances detailed herein) detailing all grading and mass excavation activities proposed to be conducted within the Territory and providing at a minimum for appropriate interim stormwater management, erosion and sedimentation control measures, and shall receive approval of such plan prior to conducting any such activities, (c) Owner shall only stockpile topsoil consistent with a soil stockpiling plan approved by the Village, and (d) Owner shall assume any and all risks at its sole cost and expense associated with proceeding with grading and mass excavation activities prior to the approval of any final plat, final development plan, final PUD plat or final engineering plans, and specifically acknowledges that it shall be obligated to modify any such grading or mass excavation work in the manner and to the extent necessary to comply with the terms of any approved final plat, final development plan, final PUD plat or final engineering plans, or to the extent necessary to comply with the current and applicable requirements of any other governmental entity having jurisdiction over the Territory.

5. Utilities

- 5.1 Use of Sewer/Water Systems. 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 legal right to use the sanitary sewer and potable water supplies and systems serving the Village in quantities that are reasonably necessary or appropriate for the development and operation of the Project as contemplated by the General Development Plan.
- 5.2 Recapture Fees. The Owner shall pay any recapture fees lawfully imposed upon the Territory by virtue of any recapture agreements or ordinances recorded against the Territory, but the Village reserves the right at its sole discretion to waive or reduce any such fee as it may deem appropriate. The Village hereby represents

and warrants to Owner that Village has no knowledge of any current or pending recapture agreements or ordinances relating to the same except for the following recapture obligations with respect to existing infrastructure improvements benefitting the Territory:

Joliet Junior College (JJC): Owner shall pay the total sum of \$13,662.57 to Joliet Junior College to defray a portion of the cost to construct certain sanitary sewer improvements that benefit the Territory.

Recapture Payments: Payment of the aforementioned recapture amounts set forth in this Section 5.2 shall be made in full in a single installment prior to and as a condition to the issuance of a building permit for the first building or structure to be constructed within the Territory.

5.3 Third Party Permits/Approvals. The Village shall cooperate with the Owner in obtaining, at Owner's expense, all permits, reviews, easements and approvals required from the Village or other governmental agencies or third parties in order to develop the Territory as intended by Owner or to construct improvements otherwise required under this Agreement, which cooperation shall include but not be limited to the execution of complete and proper applications with regulatory agencies or governmental authorities. Without otherwise modifying or limiting the generality of the foregoing, Owner shall be responsible at its sole cost and expense to acquire all easements and rights of way outside the boundaries of the Territory necessary for the extension of water mains or sewer mains to or within the Territory as depicted in Exhibit C-10. Without otherwise limiting the foregoing, Owner acknowledges that it is aware that multiple utility connections proposed to be used in the development of the Territory contemplate the crossing of natural gas pipelines owned by NGPLA, and that Owner shall be responsible at its cost and expense to secure the necessary license agreements with NGPLA.

5.4 Extension of Water/Sewer Mains; Lift Station; Sizing. Subject to and in accordance with the provisions of Section 5.3 of this Agreement, Owner shall, at Owner's expense, extend Village water mains from their presently existing termini to the Territory and shall also extend and loop Village water mains within

Commented [RV1]: Can we confirm that Exhibit C-10 is an acceptable depiction of the needed offsite utility connections?

the Territory with stubs at the property lines of the Territory pursuant to Exhibit “C-10” to facilitate future offsite water main connections to be approved by the Village in connection with the approval of final development plan(s) for the development of the Territory. Owner shall likewise at its expense extend Village sewer mains from their presently existing termini to the Territory and shall also extend the same within the Territory to the property lines of the Territory, consistent with the depiction thereof attached hereto and incorporated herein as Exhibit “C-10”. Owner also acknowledges that it will install a lift station to facilitate sanitary sewer service to the Territory, consistent with the depiction and description thereof attached hereto and incorporated herein by reference as Exhibit “C-11”. The water and sanitary sewer mains and the lift station being installed by Owner shall be appropriately sized as approved by the Village to serve the potential sanitary sewer and water needs of the Village Acquisition Property, and the sanitary sewer and water mains shall be stubbed at the property line between the Territory and the Village Acquisition Parcel. Owner acknowledges that the development of the Territory as contemplated herein requires the use and operation of a lift station to convey flows from the Territory and potentially the Village Acquisition Parcel to the public sanitary sewer system of the Village, and that it shall be designed in accordance with the applicable requirements and specifications of the Village and the IEPA, including but not limited to matters such as redundant pumps, SCADA integration, onsite back-up generator and the like. Owner shall only be required to design the lift station as may be necessary to serve the Project and the future development of the Village Acquisition Parcel as a public park. Owner shall have no responsibility to design the lift station to accommodate a more intensive use of the Village Acquisition Parcel. Prior the Village approving or permitting the use and operation of the lift station to serve the Territory, Owner shall perform such engineering studies as required by the Village to determine that no excessive inflow or infiltration is tributary to the Village’s public sanitary sewer system from the lift station and sewer mains within the Territory. Likewise, the force main from the lift station

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connecting to the Village's public sanitary sewer system shall be designed in accordance with the current and applicable requirements and specifications of the Village and the IEPA, including but not limited to matters such as sizing, materials, air relief valves and the like. The water and sanitary sewer improvements depicted in Exhibit "C-7a" shall be dedicated by Owner to Village, at which time the Village shall assume responsibility for all ongoing repair, replacement and maintenance of such improvements on a going-forward basis. At such time, Owner shall dedicate the same by executing the Village's standard form of public utility easement providing, among other things, that in the event that the Village is required to perform maintenance or repairs within the easement area, the Owner shall be responsible thereafter at its cost for all site restoration desired by Owner.

- 5.5 Tap-On Fees. As a condition of the Village's issuance of final occupancy permits for each building 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. Village agrees that it will issue such final occupancy permits on a per-building basis, so as to permit phased completion of the Project.
- 5.6 Underground Installation Required. The 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. Subject to the terms herein, Owner shall specifically be required to bury all existing overhead utility lines located within the Territory and remove all poles and other structures associated therewith, in accordance with the requirements of the utility companies providing the utility service or pursuant to the agreements of the Village with such entities. Owner acknowledges that such utility companies may require the grant of an exclusive easement as a condition to the performance of such undergrounding work, and agrees to grant the same in accordance with the requirements of such utility companies. Owner also acknowledges that the utility companies may require Owner to pay costs or

charges in connection with such undergrounding work, and the Owner agrees to pay the same. Additionally, in the event that Owner develops the property pursuant to Alternative Site Plan C-1a, Owner shall at its cost and expense bury all existing overhead utility lines on the Village Acquisition Parcel, in the same manner and to the same extent that it buries overhead lines within the Territory in accordance with the preceding provisions of this Section 5.6.

5.7 Stormwater Management. Owner shall construct and install stormwater management facilities and improvements to accommodate stormwater flows generated by the development of the Territory contemplated under this Agreement in compliance with the current requirements of Chapter 160 of the Village Code of Ordinances. Any stormwater management facility located within the Territory shall be designed as a wet-bottom pond with landscaping to be provided and maintained, all substantially as depicted and set forth in Exhibit "C-6", a copy of which is attached hereto and incorporated herein by reference. Notwithstanding anything herein to the contrary, nothing in this Agreement (including but not limited to the provisions of Group Exhibit "C") shall be deemed to approve the size, depth or any specification for any detention facility in the Territory unless the size, depth or other specification to be so approved is expressly set forth in this Agreement. Owner and Village acknowledge that a portion of the stormwater management facility depicted in Exhibit "C-6" and to be constructed by Owner hereunder is located on property presently included within the Territory but subject to an easement in favor of the County of Will for stormwater management at the Weber Road and 135th Street intersection, with such portion being legally described and otherwise depicted in Exhibit "C-6a", a copy of which is attached hereto and incorporated herein by reference (the "Existing Pond Parcel"). Village further represents to Owner that the Village and the County of Will have entered into a certain intergovernmental agreement approved by Village Resolution No. 17-2281, pursuant to which the County of Will ultimately acquired the above-referenced easement over the Existing Pond Parcel for stormwater management. In light of the development of the Territory contemplated by this Agreement, the

Village is pursuing the approval of an intergovernmental agreement with the County of Will substantially consistent with the proposed agreement included within Exhibit “C-6b”, which provides for the assignment of the stormwater easement from the County of Will to the Village, and which in turn contemplates the subsequent assignment of the easement from the Village to the Owner. Subject to the Village’s receipt of an executed copy of an intergovernmental agreement substantially consistent with Exhibit “C-6b”, the Village shall thereafter, at its next regularly scheduled Village Board meeting, assign the easement over the Existing Pond Parcel received from the County of Will to the Owner at no cost or charge to Owner.

5.8 Available Utility Capacity. Notwithstanding any contrary provision of this Agreement, the Village represents, warrants and guarantees that the Village sanitary sewer infrastructure possesses adequate capacity available for the development, use and occupancy of the Territory as contemplated and intended by Owner in an amount reasonably anticipated to be sufficient to serve the sanitary sewer service needs of the Territory as contemplated to be developed hereunder. The parties further acknowledge that the Territory, from and after its annexation to the Village, shall be fully subject to the applicable provisions of Chapter 54 of the Village Code pertaining to wastewater pretreatment. The parties acknowledge that the sanitary sewer infrastructure available to serve the Territory in excess of the amount described above is provided on an “as-is, where-is” basis by the Village, and that the Village has no obligation under any circumstances to construct or cause to be constructed any sanitary sewer improvements of any nature or kind whether within or outside of the Territory, or in any way to guarantee the provision or availability of additional sanitary sewer capacity in excess of that provided for herein.

6. Roadway and Other Public Improvements; Maintenance of Private Improvements

6.1 Generally. Any on or off-site roadway improvements (including private roadway improvements) 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. The provisions of this Section 6 shall apply to private roadway improvements in the same manner and to the same extent as they apply to public roadway improvements with respect to construction design, standards and specifications, provided, however, that private roadway construction shall not be subject to the setback requirements of applicable Village ordinances, but may be developed with the setbacks reflected in the PUD Special Use Permit. The completion of the construction of all such roadway improvements or other public improvements shall be secured by a financial security posted by Owner with the Village, the form of which shall be reasonably approved by the Village. The total amount of the security required to be posted hereunder shall equal 125% of the Village-approved estimated costs of the construction of the public improvements and the performance of all other obligations for which security is required pursuant to the ordinances of the Village and such security shall be posted prior to the commencement of any development or construction activity involving off-site roadway improvements (including private roadway improvements) or other public improvements within the Territory. The Owner shall be responsible for providing the Village with copies of all engineering drawings and plans for any roadway improvements 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, subject to its prior inspection and approval thereof, acknowledge that the roadways internal to the Territory shall be and remain private roadways, provided, however, that the same shall remain open for public access and shall not be gated, as more fully set forth in Exhibit "C-7", and the maintenance, repair and upkeep

of the same shall be the sole responsibility of the Owner or of an association established by the Owner to, among other things, maintain common areas within the Territory as contemplated to be developed hereunder. Village and Owner acknowledge that Exhibit "C-7" depicts a central or "spine" private roadway within the Territory, and that, consistent with the construction phasing plan included in Exhibit "C-15", Owner shall complete such central or "spine" roadway as a condition to the issuance of the first certificate of occupancy for a residential structure constructed within the Territory. Non-roadway public improvements such as public water system improvements and public sanitary sewer system improvements shall be dedicated by the Owner to the Village subject to its prior inspection and approval of the same. Exhibit "C-7a" attached hereto and incorporated herein by reference depicts the public water main improvements to be dedicated to the Village and the public sanitary sewer main and lift station improvements to be dedicated to the Village. Upon acceptance of the same the Village shall maintain all public water and public sanitary sewer mains within the Territory, the lift station within the Territory, the force main in the Territory, that will convey flows from the Territory and other parcels. All sewer mains conveying flows generated solely from buildings within the Territory shall remain private, and shall be operated, maintained and repaired by Owner. Any such private roadways and private sewer mains shall be maintained and repaired in accordance with the applicable maintenance and repair obligations of the Village as set forth in the applicable provisions of the Village Code. Owner shall additionally be responsible for repairing or replace any roadway improvements or other public improvements damaged by the use of such improvements in conjunction with construction within the Territory. Owner's obligations under Section 9 hereof shall expressly extend to all construction of roadway improvements and public improvements undertaken by Owner hereunder. Village shall have no obligations whatsoever to construct any improvements to or within the Territory hereunder, and shall have no obligation whatsoever to accept a dedication of or to maintain or repair any roadways within

the Territory.

- 6.2 Village Acquisition Parcel Roadway. Without otherwise limiting the generality of Section 6.1 above, in the event that Owner develops the Territory pursuant to Alternative Site Plan C-1a, Owner shall improve the Village Acquisition Parcel with a roadway as depicted in the General Development Plan, Exhibit C-7, providing a vehicular traffic connection between Weber Road and the private roadway to be constructed internally within the Territory pursuant to Section 6.1. Such roadway shall be constructed in accordance with the alignment and routing depicted in Exhibit “C-8”, a copy of which is attached hereto and incorporated herein by reference, and with an updated traffic study to be prepared by Owner and approved by the Village, and with the otherwise applicable provisions of the Village Code of Ordinances (including but not limited to those requiring the installations of streetlights), County of Will Ordinances, and IDOT requirements, and shall be completed as a condition to the issuance of the first certificate of occupancy for any residential structure constructed within the Territory, within the particular phase, provided, however, that in the event that construction of County of Will improvements to Weber Road shall conflict with or delay the construction of the roadway through the Village Acquisition Parcel, Developer may post a bond for 125% of the cost of the construction of such roadway in order to obtain the certificate of occupancy at issue. Upon completion, such roadway shall be dedicated to the Village subject to its inspection and approval thereof. In the event that any portion of the Village Acquisition Parcel is sold by the Village for commercial development purposes Owner shall be entitled to a recapture of a pro rata portion of the cost to construct the roadway contemplated by this Section 6.2, with the determination of the portion of the cost allocable to such sold portion of the Village Acquisition Parcel to be determined by the proportion that the acreage of the said sold portion bears to the entire acreage of the Village Acquisition Parcel. In the event that the Territory is developed in accordance with Alternative Site Plan C-1b, Owner shall have no obligation to construct a roadway within the Village Acquisition Parcel as hereinabove set forth but in lieu

thereof shall contribute to the Village the sum of \$100,000 for the Village's use in defraying costs associated with the construction of future traffic signal improvements to be located on the Village Acquisition Parcel. Owner shall additionally be responsible to repair or replace any roadway improvements constructed under this Section 6.2 damaged by the use of such improvements in conjunction with construction within the Territory. Owner's obligations under Section 9 hereof shall expressly extend to all construction of roadway improvements undertaken by Owner hereunder.

Commented [RV3]: We need to internally confirm this figure is sufficient.

- 6.3 Offsite Sidewalk Extension; Offsite Multi-Use Path Extensions. To facilitate pedestrian movement of the general public including but not limited to the future residents of the Territory, Owner shall at its cost and expense in connection with its development of the Territory, install a sidewalk connection along Weber Road (but not within Weber Road right of way) south from the Territory, through the Village Acquisition Parcel and the Com Ed right of way located immediately to the south of the Village Acquisition Parcel (provided the Village acquires the Village Acquisition Parcel within the time period contemplated hereunder), thereafter to connect with the terminus of the existing sidewalk located along Weber Road adjacent to the Weber 55 Logistics Park, as depicted in Exhibit "C-12", a copy of which is attached hereto and incorporated herein. The sidewalk shall be completed as a condition to the issuance of the first certificate of occupancy for any residential structure constructed within the Territory, or the cost thereof bonded in the event that the completion of the Weber Road improvements by Will County delay the installation of the sidewalk. Upon completion, such sidewalk shall be dedicated to the Village subject to its inspection and reasonable approval. Owner's obligations under Section 9 hereof shall expressly extend to all construction of sidewalk improvements undertaken by Owner hereunder, but such obligations shall not extend to claims arising after the dedication of the sidewalks to the Village. The parties shall cooperate and use their best efforts consistent with Section 5.3 to obtain necessary third party approvals and property rights to permit the construction of the sidewalk

contemplated by this Section 6.3. In the event that after consultation, the parties determine that such approvals and property rights cannot be obtained within a reasonable time, Owner shall make a monetary contribution to the Village in an amount equal to the reasonable estimated cost of such sidewalk as agreed to by the parties, and upon such donation Owner shall thereafter be relieved of the responsibility to construct any sidewalk improvements under this Section 6.3, provided, however, that in the event that the Village does not acquire the Village Acquisition Parcel, such contribution need not include that portion of the sidewalk cost allocable to the Village Acquisition Parcel. Furthermore, the Village shall use its best efforts to advocate for the inclusion of the sidewalk improvements within the Territory within future Will County Weber Road widening projects, and if the Village is successful in these efforts within a reasonable time, the Village shall so notify Owner, and upon the issuance of such notice, the Owner shall thereafter be relieved of all obligations to construct sidewalk improvements under this Section 6.3, except that Owner shall be responsible to donate to the Village in an amount equal to the reasonably estimated costs of constructing the portion of the above-described sidewalk extending offsite through Com Ed right of way to the sidewalk terminus within Weber 55 Logistics Park. Similarly, to facilitate pedestrian and other recreational movement of Village residents, particularly those residing within the Territory as developed hereunder, Owner shall also, at its sole cost and expense in connection with its development of the Territory, install multi-use path connections to the existing Village multi-use path within the Com Ed right of way located to the south of the Territory, and to the existing Village multi-use path located internally within the Village-owned Volunteer Park, consistent with the Village's standard specification for multi-use path construction and the depiction of the connections shown in Exhibit "C-13". The multi-use path extensions shown in Exhibit "C-13" shall be completed as a condition to the issuance of the first certificate of occupancy for any residential structure constructed within the Territory. Upon completion, such multi-use paths shall be dedicated to the Village subject to its inspection and approval thereof.

Owner's obligation under Section 9 hereof shall expressly extend to all construction of multi-use path improvements undertaken by Owner hereunder, but such obligation shall not extend to claims arising after dedication of the multi-use path improvements to the Village. The parties shall cooperate and use their best efforts consistent with Section 5.3 to obtain third party approvals and property rights necessary to permit the construction of the multi-use path extensions contemplated by this Section 6.3. In the event that after consultation, the parties determine that such approvals and property rights cannot be obtained within a reasonable time, Owner shall make a monetary contribution to the Village in an amount equal to the reasonable estimated cost of such multi-use path extensions shown in Exhibit "C-13" as agreed to by the parties, and upon such donation Owner shall thereafter be relieved of all responsibility to construct any multi-use path improvements under this Section 6.3.

6.4 Maintenance of Private Improvements. Not later than contemporaneously with the later of (a) the issuance of the first certificate of occupancy for any building or structure constructed within the Territory, or (b) the issuance of a real estate transfer tax stamp for the sale of all or any portion of the Territory, the then-owners or developers of the Territory shall execute a maintenance agreement with the Village for the maintenance of the stormwater drainage system and private roadway system serving the Territory. The maintenance agreement referred to in this Section 6.4 shall be in substantially the form attached hereto and incorporated herein by reference as Exhibit "C-14". The maintenance agreement shall also specifically authorize but not obligate representatives of the Village to enter onto the Territory for the purpose of inspections and maintenance of the drainage system or the private roadway system, and shall further provide that the Owner shall be responsible for all site restoration work at its cost in the event that the Village is required to enter or perform work within these easement areas within the Territory for maintenance or repair purposes. The maintenance agreement shall include a schedule for regular maintenance of each aspect of the Territory's drainage system and private roadway system, shall define the required maintenance activities to be

performed by the Owner and shall provide for access for inspections and potential repair or maintenance activities by authorized personnel of the Village. The maintenance agreement shall also stipulate that if the Village notifies the Owner of the Territory in writing of maintenance problems that require correction, the Owner shall commence corrective measures within thirty (30) calendar days of such notification, and shall complete such corrective measures in an expeditious manner. If the corrections are not commenced within this time period, or completed in a timely manner, the Village may have the necessary work completed and assess the cost to the Territory owner(s) on a pro rata basis based on acreage. Such agreement shall be recorded with the Will County Recorder of Deeds. Additionally, the Owner shall, prior to the issuance of a certificate of occupancy for the first building constructed within the Territory, agree to and cooperate with the Village in the establishment of a backup special service area (“SSA”) for the Territory to be utilized solely as a backup mechanism for the care, maintenance, renewal and replacement of the stormwater drainage facilities and private roadway improvements, including but not limited to any nuisance waterfowl reduction or elimination systems installed on or used in connection with all or any part of such stormwater drainage facilities.

7. Weber/Romeo Road Improvements, Weber Road “Mid-Block” Improvements and Weber/S. Carillon Drive Improvements.

Village and Owner acknowledge that the Will County Department of Transportation is presently or is anticipated in the near future to be engaged in the construction of various improvements to Weber Road, which may include its intersection with Romeo Road (“Weber/Romeo Road Improvements”), a left turn lane from southbound Weber into the Territory (“Weber Road “Mid-Block Improvements”) and its intersection with South Carillon Drive (“Weber/S. Carillon Drive Improvements”). Owner shall dedicate from the Territory to the County of Will all right of way reasonably necessary for the Weber Road portion of the Weber/Romeo Road Improvements, and shall dedicate to the Village all right of way reasonably necessary for the Romeo Road portion of the Weber/Romeo Road Improvements, at no cost or charge to the County of Will or the Village, and shall likewise dedicate from the Territory to the County of Will all right of way reasonably

necessary for the Weber Road portion of the Weber Road “Mid-Block” Improvements and the Weber/S. Carillon Drive Improvements, and shall dedicate to the Village all right of way reasonably necessary for the South Carillon Drive portion of the Weber/S. Carillon Drive Improvements. Owner shall cooperate with the Village with the submittal of information reasonably required of Owner by the Will County Department of Transportation with respect to the Weber/Romeo Road Improvements and the Weber/S. Carillon Drive Improvements. Furthermore, Owner shall, as a condition to its receipt of Final Development Plan approval in accordance with Section 3.4 hereof, include those improvements to Romeo Road depicted in Exhibit “C-9” as part of its Final Development Plan, together with the improvements to/extension of S. Carillon Drive (or the donation in lieu thereof) as set forth in Section 6.2 of this Agreement, and shall complete or bond the cost of all of such improvements as a condition to the Village’s issuance of the first certificate of occupancy for a residential building constructed within the Territory, except that the Owner shall in all cases be required to complete the Romeo Road improvements depicted in Exhibit “C-9” as a condition to the issuance of the first certificate of occupancy for a residential building constructed within the Territory, and except that the Owner shall, in the event that the Territory is developed pursuant to Exhibit C-1b, make the contribution provided for in Section 6.2 and shall not bond over such contribution.

8. Development Fees.

The Village agrees that any land development, subdivision, impact or building permit fees, donations, requirements, costs or impositions not in existence as of the date this Agreement is approved by the Village will not be imposed upon the Territory or the Owner in connection with its development during the term of this Agreement unless the same shall be similarly imposed by a Village ordinance of general applicability. Except as set forth herein, or hereinafter waived in writing by the Village, 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. 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 Owner with respect to the Territory.

9. Indemnification.

Owner shall indemnify and hold the Village of Romeoville, 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, 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, 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; except to the extent that any said liability is due to the negligent act or negligent omission or the willful and wanton conduct of the Village. 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 select and 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. 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 part 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.

10. Ingress and Egress.

The Owner shall be responsible for submitting to the Village for its approval 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 other than the Village, if any, 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 applicable Village Ordinances and this Agreement. If the application is disapproved, the Village shall promptly provide the applicant with a statement in writing without undue delay specifying the reasons for denial of the application.
- 11.2 Prior to the issuance of any building permits for structures to be built within the Territory, Owner shall provide temporary/interim roadways within the Territory acceptable to the Village Departments of Fire and Community Development to facilitate the provision of emergency response and inspectional services during and in connection with the development of the Territory. The Village will cooperate with Owner in the issuance of any permits necessary to construct such temporary interim roadways. Each building is eligible to receive its own Certificate of Occupancy provided that parking, roadways, and utility services are completed to service that building in that designated phase or the Owner posts a bond for improvements not completed. For clarity, the required utility services to be provided at the time of Certificate of Occupancy shall include the electric vehicle charging stations and infrastructure referenced in the Project Narrative included within Exhibit "C-1". Village will issue Certificates of Occupancy for the building notwithstanding that the improvements above are incomplete as to the entire Project.
- 11.3 Owner acknowledges that it shall develop the Territory in phases, consistent with the construction phasing plan included in Exhibit "C-15", and that the construction phasing plan contemplates that soil stockpiles will be created and maintained on the Territory during the pendency of development and construction. In the event that active development and construction within the Territory ceases for more than one year, Owner shall take such actions as are

required to eliminate the soil stockpiles within the territory by respreading the same over the undeveloped portions of the Territory, and stabilizing the same by planting ground cover in accordance with Village ordinances.

12. Intentionally Omitted.

13. Miscellaneous.

13.1 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.

13.2 (a) This Agreement shall be valid and binding for a term of twenty (20) years after the date first above named (except to the extent that the Agreement is voided for failure of the conditions set forth in Section 2), 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, as the case may be, 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 all or 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 sale or conveyance, unless the successor 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.

- 13.3 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) Form and Contents of Deed. The conveyance, dedication or donation shall be by delivery of an insurable 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 First American 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 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 considers and which the Village deems to satisfy 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 portion of the 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 poses a material threat to health, or a safety or environmental hazard, the Grantor shall either convey acceptable substitute property to the Village, or make the fee in lieu of park land donation required under the ordinances of the Village.

- (h) 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.
- 13.4 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 incurred by Village in connection with the preparation and publication, if any, of all notices, resolutions, ordinances and other documents required hereunder and the negotiation and preparation of letters of credit as security for the completion of required roadway or other public improvements
- 13.5 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.

- 13.6 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.
- 13.7 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.
- 13.8 (a) Upon a breach of this Agreement, any of the parties may secure the specific performance of the covenants and agreements herein contained as the 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, governmental disaster or emergency

declarations, pandemics, epidemics, 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.

- 13.9 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.

- 13.10 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 and Owner's approval and shall survive this Agreement and continue to be the zoning classification of the Territory unless changed in accordance with law.
- 13.11 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 agree that they 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,
- 13.12 This Agreement may be executed in multiple counterparts, all of which when taken together shall constitute one Agreement.
- 13.13 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.
- 13.14 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.

13.15 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.

13.16 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 or by a nationally recognized overnight carrier, 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:

Rich Vogel
Village Attorney
Tracy, Johnson & Wilson
2801 Black Road
Joliet, Illinois 60435

If to the Owner:

Edward Rose & Sons
Corporate Counsel
38525 Woodward Avenue
Bloomfield Hills, Michigan 48303

with a copy to:

Steven Rypma
Honigman, LLP
650 Trade Centre Way, Suite 200
Kalamazoo, Michigan 49002-0402

13.17 Except as specifically set forth in this Agreement, Owner shall comply with all Village ordinances and State and Federal statutes, rules, regulations, orders, and laws, as amended from time to time, to the extent they are applicable to the Owner's development, use and occupancy of the Territory and any buildings or structures constructed thereon.

[SIGNATURES ON FOLLOWING PAGES]

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:

EDWARD ROSE PROPERTIES, INC.,
a Michigan corporation

Subscribed and Sworn to before me
this ____ day of _____, 2024.

NOTARY PUBLIC

EXHIBIT LIST

Exhibit “A”—Legal description of the Territory (all property subject to the agreement)

Exhibit “B”—Legal description of unincorporated part of Territory (the property to be annexed)

Group Exhibit “C”—part of PUD Special Use Permit and includes the following:

Exhibit “C-1” (consisting of two alternative site plans for the development of the Territory identified therein as Alternative Site Plans C-1a and C-1b)

Exhibit “C-2” (consisting of landscaping and pond plans)

Exhibit “C-3” (consisting of and including variances or exceptions from specifically identified and otherwise applicable provisions of the Village Code of Ordinances)

Exhibit “C-4” (consisting of a legal description/depiction of the Village Acquisition Parcel)

Exhibit “C-5” (consisting of a description of the Owner Conveyance Parcel)

Exhibit “C-6” (consisting of a stormwater management facility design and landscaping plan)

Exhibit “C-6a” (consisting of a legal description of certain property to be conveyed to the Owner by the Village after the Village receives a conveyance of the same from the County of Will)

Exhibit “C-7” (consisting of a depiction/plan for the roadways to be constructed within the Territory)

Exhibit “C-7a” (consisting of a depiction of the public water main improvements to be dedicated to the Village and the public sanitary sewer main and lift station improvements to be dedicated to the Village)

Exhibit “C-8” (consisting of a depiction of a public roadway to be constructed on the Village Acquisition Parcel as an extension of S. Carillon Drive)

Exhibit “C-9” (consisting of a depiction of improvements to be made to Romeo Road adjacent to the Territory).

Exhibit “C-10” (consisting of a depiction and description of required extensions of water and sewer mains)

Exhibit “C-11” (consisting of a depiction and description of a private lift station to be installed to serve the Territory)

Exhibit “C-12” (consisting of a depiction and description of certain sidewalk improvements to be constructed by Owner)

Exhibit “C-13” (consisting of a depiction of certain multi-use path improvements to be constructed by Owner)

Exhibit “C-14” (consisting of the form of maintenance agreement to be entered into and recorded against the Territory with respect to the maintenance of stormwater, sanitary sewer, water, lift station and private roadway improvements within the Territory)

Exhibit “C-15” – construction phasing exhibit