

## REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT ("Agreement") is dated this \_\_\_ day of \_\_\_\_\_ 2026, (the "Effective Date") by and between the VILLAGE OF ROMEOVILLE, ILLINOIS, an Illinois Home Rule municipal corporation ("the Village"), and OWNER D S PARTNERS, LLC, a(n) \_\_\_\_\_ limited liability company ("OWNER") (collectively, "the Parties").

For and in consideration of the mutual covenants herein set forth, it is agreed as follows:

1. Agreement to Convey.

a. Purchase A: The Village hereby agrees to convey to OWNER, and OWNER hereby agrees to accept from the Village, subject to the terms and conditions hereinafter set forth, all that certain parcel of land lying and being situated in the Village of Romeoville, Illinois, containing approximately \_\_\_\_\_ square feet, and being more particularly described as "Parcel A" on Exhibit A, attached hereto and made a part hereof, together with such other rights, interests, and properties relating to the aforesaid property as may be specified in this Agreement to be transferred, assigned or conveyed by the Village to OWNER. Without otherwise limiting the generality of the foregoing, OWNER acknowledges that Village's conveyance of Parcel A shall be subject to the Village's reservation of a public utility easement in its standard form over the portion of Parcel A, as more specifically described and depicted in Exhibit A-1, attached hereto and incorporated herein.

The parcel of land described on Exhibit A, together with the buildings and other improvements thereon, if any, and the rights, interests, fixtures, and other properties described above, is collectively called "Premises A" and the transaction referred to as "Purchase A."

b. Purchase B: OWNER hereby agrees to convey to the Village, and the Village hereby agrees to accept from OWNER, subject to the terms and conditions hereinafter set forth, all that certain parcel of land lying and being situated in the Village of Romeoville, Illinois, containing approximately \_\_\_\_\_ square feet, and being more particularly described as "Parcel B" on Exhibit B, attached hereto and made a part hereof, together with such other rights, interests, and properties relating to the aforesaid property as may be specified in this Agreement to be sold, transferred, assigned or conveyed by OWNER to the Village, including the Offsite License and Access Easement as hereinafter described.

The parcel of land described on Exhibit B, together with the buildings and other improvements thereon, if any, and the rights, interests, and other properties described above, is collectively called "Premises B" and the transaction referred to as "Purchase B."

2. Consideration.

a. Purchase of Premises A. OWNER shall purchase Premises A for the Premises A Purchase Price. As used herein, the "Premises A Purchase Price" shall be the conveyance by OWNER to Village of Premises B and the grant of the Construction Easement as hereinafter defined.

b. Purchase of Premises B. Village shall purchase Premises B for the Premises B Purchase Price. As used herein, the "Premises B Purchase Price" shall be the conveyance to OWNER by the Village of Premises A, together with the Village's execution and delivery of the Offsite License and the Access Easement, as the same are hereinafter defined. The "Offsite License" shall consist of a license agreement from the Village to OWNER granting HELIHY a license to use certain Village property as set forth therein, all substantially in the form attached hereto and incorporated as Exhibit C.

c. Grants of Easements. OWNER shall grant to the Village over the entirety of Premises A, as applicable, such temporary construction easement (the "Construction Easement") as shown in Exhibit D, attached hereto and made a part hereof. The term of the Construction Easement shall be 36 months from the date on which Premises B are conveyed to the Village by OWNER. Village shall grant to OWNER an access easement (the "Access Easement") over certain property owned by the Village to provide access to Premises A, in the form attached hereto and incorporated herein and made part hereof as Exhibit E.

d. Removal by OWNER. OWNER shall, prior to its conveyance of Premises B to the Village, remove the following materials identified on Exhibit F hereto and made a part hereof:

- (i) Removal of all materials from Premises B as identified in Exhibit F, including but not limited to the concrete "Jersey barriers" presently located upon Premises B.

e. Removal and Improvements by the Village. The Village shall, after its conveyance of Premises A to OWNER, make the following improvements identified on Exhibit G and Exhibit G-1 hereto and made a part hereof:

- (i) Demolition and removal of all existing structures and materials as identified in Exhibit G, including but not limited to the existing water tower, water tank and wellhouse presently located upon Premises A, and
- (ii) Complete the demolition and removal of all identified structures and improvements within twelve (12) months following the substantial completion of the new water tower unless otherwise agreed in writing by OWNER and
- (iii) Abandonment in place and/or removal of the Village-owned underground utility lines as and to the extent depicted in Exhibit G-1 and
- (iv) Surfacing of Premises A with at least six inches in depth of recycled asphalt material (grindings), consistent with the present surfacing of Premises B and
- (v) Restore Premises A with final grading consistent with the surrounding property elevations and providing positive drainage. Final grading shall meet applicable Village engineering standards and achieve minimum 2% drainage away from structures unless otherwise approved by OWNER.

f. Post-conveyance Improvements by the Village. The Village, at its sole cost and expense and during or after the completion of the work specified in Paragraph 2.e above, but not as a condition of the conveyances described herein, shall install a storm sewer line from Premises B to certain adjacent property owned by OWNER, and connect the same to an existing storm sewer line on such adjacent property owned by OWNER, as depicted in Exhibit H, attached hereto and made part hereof, for the purpose of providing appropriate drainage from and for both Premises A and Premises B, as the same are contemplated to be used and improved under this Agreement. The parties acknowledge that they shall each in the future be responsible for the operation, maintenance, repair and upkeep of that portion of the storm sewer line sited on their respective properties, and that the entire storm sewer line to be constructed by Village pursuant to this Paragraph 2.f shall be within the Village's standard form public utility/drainage easement, which shall grant to the Village the right but not the obligation to maintain the entire length of the storm sewer line to be constructed hereunder. The parties further acknowledge that the precise location of and design for the storm sewer line are best determined during or after the completion of the work specified in Paragraph 2.e above. Accordingly, during or after the completion of the work specified in Paragraph 2.e above, the Village shall prepare and provide to OWNER proposed location, routing and design documentation to OWNER for its review, and the parties shall thereafter mutually determine a satisfactory location, routing and design for the contemplated storm sewer line. Village shall likewise and in connection with the provision of such location, routing and

design documentation to OWNER, provide OWNER with proposed temporary construction easement and public utility/drainage easement documentation necessary for the construction and future operation and maintenance of the storm sewer line, and the parties shall thereafter mutually determine a satisfactory form for such easements and execute the same to facilitate the construction of the storm sewer line referenced herein, which form of easement document shall be substantively similar to and based on the substance of the Construction Easement in terms of providing a temporary construction easement for the completion of the proposed storm sewer line, and in terms of providing indemnification and insurance.

g. Pre-construction Improvements by the Village. The Village, prior to the commencement of any demolition or construction activities for the purposes herein contemplated, shall take such actions, at no cost or expense to OWNER, as may be necessary to cause the relocation of the power poles owned and maintained by Commonwealth Edison and indicated in Exhibit H attached hereto to be relocated from their presently existing locations to locations that will better facilitate the respective uses of the respective properties of the parties hereto, it being acknowledged by the parties hereto that the present locations of the power poles indicated in Exhibit H will substantially impede the parties in their respective uses of their respective properties hereunder. The Village and OWNER must agree to a new location of the ComEd power poles. The Village or OWNER shall have the right to terminate this Agreement prior to the closing if they cannot agree to the new location of the ComEd power poles.

h. Insurance; Additional Insured Parties. The Village shall require all contractors and subcontractors performing demolition, construction, or related work on the Premises to maintain commercial general liability insurance with limits not less than \$2,000,000 per occurrence and \$4,000,000 aggregate. OWNER and Herlihy Mid-Continent Co. each shall be named as an additional insured on such policies on a primary and non-contributory basis. Certificates of insurance and additional insured endorsements shall be provided to OWNER prior to commencement of construction activities.

3. Representations, Warranties and Covenants. Without limiting any other provision of this Agreement and as a material inducement to each party entering into this Agreement, Village makes the following representations, warranties and covenants to OWNER with respect to Premises A, and OWNER makes the following representations, warranties and covenants to Village with respect to Premises B:

a. From and after the Effective Date (unless this Agreement is otherwise terminated), the relevant grantor of the relevant premises agrees not to sell, transfer, convey or encumber or cause or permit to be sold, transferred, leased, occupied, possessed, used, conveyed or encumbered, such relevant premises, or any part thereof, or amend the zoning classification of such relevant premises, or otherwise perform or permit any act or deed which shall diminish, encumber or affect the prospective grantee's rights in and to such relevant premises or prevent the relevant grantor from performing fully its obligations hereunder.

b. There are, and as of the relevant conveyance date, there will be, to the best knowledge of the relevant grantor, no violations of any Federal, State, County or municipal statutes, laws, codes, ordinances, rules, regulations, orders, decrees and directives, relating to the use and condition of such relevant premises. The relevant grantor covenants that it shall notify the prospective grantee in writing with respect to matters of which the relevant grantor receives notice on or before the relevant conveyance date;

c. The relevant grantor, or any agent thereof, has not received any written notice from any governmental or quasi-governmental body or agency or from any person or entity with respect to,

and does not know of (other than the purchase of the relevant premises contemplated hereby), any actual or threatened taking or acquisition of, the relevant premises or any portion thereof for any public or quasi-public purpose by the exercise of the right of condemnation or eminent domain. There is no claim, litigation, proceeding or governmental investigation, pending or, to the best knowledge of the relevant grantor, threatened, against or relating to the relevant premises or any portion thereof, or against the transaction contemplated by this Agreement or against the relevant grantor which affects its ownership of the relevant premises, this transaction or the ability of the relevant grantor to perform hereunder;

d. Neither the execution nor delivery of this Agreement, consummation of the transaction contemplated hereby, nor fulfillment of or compliance with the terms and conditions hereof, conflict with or will result in a breach of any of the terms, conditions or provisions of any agreement or instrument to which the relevant grantor is a party or by which it is bound, or constitutes a default under any of the foregoing, or results in the creation of a lien, claim, charge or encumbrance on the relevant premises except as otherwise allowed by this Agreement;

e. No labor, material or services have been furnished by or at the direction of The relevant grantor, in on or about the relevant premises or any part thereof, as a result of which any mechanics', laborers', or materialmen's liens or claims thereof might arise (or if such labor, material or services have been furnished, the same will be fully paid for at or before closing and The relevant grantor shall provide the necessary waivers to assure the prospective grantee that no liens or claims will arise). No person has any right of first refusal or any option to acquire title to the relevant premises or any part thereof;

f. During the relevant grantor's possession of the Real Estate, and to the knowledge of the relevant grantor, and except as disclosed in any environmental report obtained by the prospective grantee from the relevant grantor pursuant to this Agreement, at all times prior thereto, (i) the relevant premises have not been contaminated with any hazardous wastes, hazardous substances, or other hazardous or toxic materials as defined in the Environmental Laws so as to constitute a violation of any of the Environmental Laws or to require any corrective or remedial action, (ii) there is no pending or threatened civil or criminal litigation, notice of violation or administrative proceeding relating in any way to the Environmental Laws involving the relevant grantor, and to the knowledge of the relevant grantor, there is no basis for any such litigation, notice or proceeding, and (iii) the relevant premises have never been the location of any Underground Storage Tank containing petroleum, petroleum products, hazardous substances or hazardous waste. The relevant grantor further represents that its use, ownership and occupancy of the relevant premises from and after the Effective Date to the date of the conveyance of the relevant premises shall fully comply with all Environmental Laws. For purposes of this paragraph the term "Environmental Laws" shall mean all federal, state and local laws relating to pollution or protection of human health or the environment and any regulation, code, plan, order, decree, judgment, or injunction related thereto, including without limitation; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 26 U.S.C. §4611; 42 U.S.C. §9601, the Superfund Amendment and Reauthorization Act of 1986 ("Superfund"), the Clean Air Act, 42 U.S.C. §7401, the Clean Water Act, 33 U.S.C. §1251, the Safe Drinking Water Act, 42 U.S.C. §300f, and the Toxic Substances Control Act, 15 U.S.C. §2601, or the Illinois Environmental Protection Act, 415 ILCS 5/1 et. seq., "Underground Storage Tank" shall have the meaning set forth therefor in 430 ILCS 15/4(e), and "hazardous substances" and "hazardous wastes" shall include those materials defined as such under any of the provisions of the Environmental Laws, together with any and all other materials which are toxic, ignitable, corrosive or reactive and are regulated by any federal, state or local governmental authority, including but not limited to asbestos, petroleum, petroleum products, polychlorinated biphenyls, freon and other chlorofluorocarbons and urea formaldehyde foam insulation;

- g. The relevant grantor will at the time of conveyance of the relevant premises be the fee simple owner of legal title to the relevant premises, and be able to convey the same to the prospective grantee free and clear of liens, encumbrances, judgments, claims, litigation, lawsuits, options and restrictions of every kind and description which would adversely affect the relevant grantor's ability to convey title to the relevant premises to the prospective grantee in the condition required hereunder, including but not limited to claims arising out of any litigation to which the relevant grantor was or is a party;
- h. All of the relevant grantor's deliveries made to the prospective grantee pursuant to this Agreement hereof are true, accurate, correct and complete in all respects, and fairly present the information set forth in a manner that is not misleading; there being no "side" or other agreements, written or oral, in force or effect, relating to the relevant grantor's deliveries;
- i. There are no commissions or finder's fees payable to any broker, agent or other third party on behalf of the relevant grantor in connection with any leasing (including renewal options) or other transaction pertaining to the relevant premises;
- j. The relevant grantor has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by The relevant grantor pursuant hereto. this Agreement and all documents to be executed pursuant hereto by the relevant grantor are and shall be binding upon and enforceable against the relevant grantor in accordance with their respective terms, and the transaction contemplated hereby will not result in a breach of, or constitute a default or permit acceleration of maturity under, any indenture, mortgage, deed of trust, loan agreement or other agreement to which the relevant grantor or the relevant premises is subject or by which the relevant grantor or the relevant premises is bound;
- k. The relevant grantor shall, at the relevant grantor's sole cost and expense, maintain the relevant premises free from waste and neglect and shall keep and perform or cause to be performed all obligations of the relevant premises' owner or its agents under applicable federal, state, county and municipal laws, ordinances, regulations, orders and directives. Except as otherwise specifically provided for herein, The relevant grantor shall maintain the relevant premises in the same condition in which they exist as of the date first above named and shall not alter, modify or change the relevant premises, including the grade thereof. Without otherwise limiting the generality of the foregoing, The relevant grantor shall further refrain from taking any acts with respect to the relevant premises that violate any applicable federal, state or local laws relating to the use, development or occupancy of property;
- l. There are no obligations in connection with the relevant premises or under any so called "recapture agreement" or "recapture ordinance" involving refunds or payments for sewer extension, water extension, oversizing utility lines, lighting or like expense or charge for work or services done upon or relating to the relevant premises which will bind the prospective grantee or the relevant premises from the after the Closing Date;
- m. There is no agreement or undertaking or bond with any governmental agency respecting construction of any road, street or access improvements, or any street lighting, which will be the obligation of the prospective grantee or the relevant premises;
- n. Intentionally omitted;
- o. Intentionally omitted;
- p. The relevant grantor has in full force and effect policies of liability insurance covering the relevant premises, and will maintain such policies in full force and effect with the coverages and

limits in effect as of the Effective Date from the Effective Date until and including the Closing Date, and shall not allow any of such policies to expire without renewal or to be canceled by virtue of any act or omission of the relevant grantor; and

q. The relevant grantor shall deliver to the prospective grantee on the date of conveyance of the relevant premises, a statement signed by the relevant grantor certifying that all the representations, warranties and covenants set forth herein are true and correct as of the date of conveyance of the relevant premises with the same effect as though made on such conveyance date and shall survive such conveyance date for a period of one (1) year. In the event as of the conveyance of the relevant premises any of the foregoing representations, covenants and warranties are not true and accurate and the relevant grantor cannot or does not correct said representations, covenants and warranties, the prospective grantee, if the Village, shall have the right to terminate this Agreement prior to or at the relevant conveyance, and in such case each party shall receive the return of all items then deposited into the escrow provided for herein, and if the prospective grantee is OWNER, OWNER shall have the right to terminate and in such case each party shall receive the return of all items then deposited into the escrow provided for herein..

4. Closing of Purchase A and Purchase B; Closing Agent.

Village represents to OWNER that it intends to construct a new replacement water tank and ancillary facilities on Premises B while simultaneously demolishing the existing water tank and ancillary facilities on Premises A and thereafter using Premises A in part to facilitate the ongoing construction of the water tank and ancillary facilities on Premises B (the "Village Construction/Demolition"), and that the Village Construction/Demolition will last for approximately 36 months from the close on the conveyance of Premises B. To facilitate these efforts, the Parties agree that they shall close on the conveyance of Premises B to the Village, and simultaneously close on the conveyance of Premises A to OWNER, all as hereinafter set forth, with OWNER granting the Construction Easement to the Village over Premises A to enable the Village to perform the necessary work on Premises A after the Closing. The Parties acknowledge that Fidelity National Title shall serve as Title Insurer, Closing Agent, as Escrowee for the transactions herein contemplated, and that all such transactions shall be closed at the Joliet, Illinois office of Fidelity National Title. All costs and charges for closing the transactions contemplated by this Agreement imposed by Fidelity National Title shall be solely borne by the Village.

a. Closing of Premises B Conveyance. The Closing on the Premises B Conveyance and the delivery of possession of Premises B to Village shall take place on a mutually agreed date (the "Premises B Conveyance Date") that is not more than ten (10) business days after (i) the expiration of the Village Study Period or (ii) the expiration of the Village Title/Survey Period, whichever is later. Closing on the Premises B Conveyance shall take place at the offices of Title Insurer, and shall be consummated through an escrow with Title Insurer as Closing Agent and Escrowee in accordance with the general provisions of the usual form of deed and money escrow then in use by Escrowee, with such provisions added thereto as may be agreed upon by the Parties and as may be necessary to conform such escrow with the requirements of this Agreement. Upon the creation of such deed and money escrow, the payment of the Premises B Purchase Price and the delivery of all documents and payment of any funds required hereunder shall be made through such deed and money escrow. All costs of such escrow and all costs imposed by the Title Insurer for the Closing on the Premises B Conveyance and the escrow and for the title search fee, title insurance commitment fee and owners title insurance policy premium relating to Premises B shall be paid by the Village. Village shall pay any legal, engineering or surveying costs incurred directly by the Village. Such escrow agreement shall be and at all times remain auxiliary to the terms and provisions of this Agreement, and the terms and provisions of this Agreement shall control over any contrary terms of such escrow agreement. On or before the Premises B Conveyance Date, OWNER shall deliver in

accordance with the terms of the above-mentioned deed and money escrow agreement the following:

- (i) The deed for Premises B and the Construction Easement;
- (ii) Certificate of Seller's Representations, Warranties and Covenants;
- (iii) Closing Statement;
- (iv) Affidavit under Section 1445 of the Internal Revenue Code;
- (v) ALTA Statements;
- (vi) Executed revenue declaration forms for all applicable transfer taxes;
- (vii) Affidavit of Title;
- (viii) Any and all other customary Seller's documents and other documents referenced herein including a new survey for Premises B paid for by the Village;
- (ix) An executed gap undertaking;
- (x) Executed revenue declaration forms for all applicable transfer taxes, if any, the Parties assuming the transaction is exempt from transfer taxes as transfers to and from a governmental body;
- (xi) Plat Act affidavit; and
- (xii) Any and all other necessary and customary Seller's documents.

On or before the Premises B Conveyance Date, Village shall deliver in accordance with the terms of the above-mentioned deed and money escrow agreement the following:

- (i) Intentionally Omitted;
- (ii) Executed revenue declaration forms for all applicable transfer taxes;
- (iii) An executed gap undertaking;
- (iv) Affidavit under Section 1445 of the Internal Revenue Code;
- (v) ALTA statements;
- (vi) Any and all other necessary and customary Purchaser's documents.

Upon receipt of all of the foregoing deposits into the deed and money escrow from Village and OWNER provided the closing of Premises A shall have taken place on the same day, the Village and OWNER shall thereafter take such actions as are necessary to cause the Escrowee to record the deed to Premises B and thereafter return the same to Village, and to release the Construction Easement to Village.

b. Closing of Premises A Conveyance. The Closing on the Premises A Conveyance and the delivery of possession of Premises A to OWNER shall take place on the same date as of the closing

of Premises B that is not more than ten (10) business days after (i) the expiration of the Owner Study Period, and (ii) the expiration of the Owner Title/Survey Period. Closing on the Premises A Conveyance shall take place at the offices of Title Insurer, and shall be consummated through an escrow with Title Insurer as Escrowee in accordance with the general provisions of the usual form of deed and money escrow then in use by Escrowee, with such provisions added thereto as may be agreed upon by the Parties and as may be necessary to conform such escrow with the requirements of this Agreement. Upon the creation of such deed and money escrow, the payment of the Premises A Purchase Price and the delivery of all documents and payment of any funds required hereunder shall be made through such deed and money escrow. All costs of such escrow and all costs imposed by the Title Insurer for the Closing on the Premises A Conveyance and the escrow and for the title search fee, title insurance commitment fee and owners title insurance policy premium relating to Premises A shall be Parties paid by the Village. The Village shall pay any surveying costs incurred directly by OWNER. Such escrow agreement shall be and at all times remain auxiliary to the terms and provisions of this Agreement, and the terms and provisions of this Agreement shall control over any contrary terms of such escrow agreement. On or before the Premises A Conveyance Date, OWNER and Village shall deliver in accordance with the terms of the above-mentioned deed and money escrow agreement the following:

- (i) Village shall deliver the deed to Premises A, together with the Access Easement and the Offsite License;
- (ii) Certificate of Seller's Representations, Warranties and Covenants;
- (iii) Closing Statement;
- (iv) Affidavit under Section 1445 of the Internal Revenue Code;
- (v) ALTA Statements;
- (vi) Executed revenue declaration forms for all applicable transfer taxes, if any, the Parties assuming the transaction is exempt from transfer taxes as transfers to and from a governmental body;
- (vii) Affidavit of Title;
- (viii) Any and all other customary Seller's documents and other documents referenced herein including a new survey for Premises A paid for by the Village;
- (ix) An executed gap undertaking;
- (x) Executed revenue declaration forms for all applicable transfer taxes;
- (xi) Plat Act affidavit; and
- (xii) Any and all other necessary and customary Seller's documents.

On or before the Premises A Conveyance Date, OWNER shall deliver in accordance with the terms of the above-mentioned deed and money escrow agreement the following:

- (i) Intentionally Omitted;
- (ii) Executed revenue declaration forms for all applicable transfer taxes;

- (iii) An executed gap undertaking;
- (iv) Affidavit under Section 1445 of the Internal Revenue Code;
- (v) ALTA statements; and
- (vi) Any and all other necessary and customary Purchaser's documents.

Upon receipt of all of the foregoing deposits into the deed and money escrow from Village and OWNER provided the closing of Premises B shall have taken place on the same day, the Village and OWNER shall thereafter take such actions as are necessary to cause the Escrowee to record the deed to Premises A and the Access Easement and return the same to OWNER.

5. Title and Survey.

a. Purchase A:

(i) Premises A shall be conveyed by general warranty deed and shall free from all mortgages, deeds of trust, liens, security interests and other encumbrances, except that the conveyance of Premises A shall be subject to existing public utility easements in favor of the Village and such exceptions as may be approved by OWNER. Title shall be good, marketable and insurable, without exception, at regular rates by Fidelity National Title subject, however, to those covenants, easements, conditions and restrictions of record as of the date the Village executes this Agreement constituting constructive notice in the chain of title to Premises A which have not expired by a time limitation contained therein or otherwise become ineffective and that do not, in OWNER's sole opinion, materially adversely affect the use and enjoyment of Premises A by OWNER.

(ii) If the Village is unable because of any defect in title or survey to deliver acceptable title as aforesaid at Closing and OWNER is unwilling to waive such defect, OWNER may either (i) request the Village to correct the defect if same can be done within a reasonable time not to exceed thirty (30) days from the date of the Village's receipt of notice of the defect (the "Owner Title/Survey Period"), or (ii) immediately terminate this Agreement upon written notice to the Village and upon such termination no party shall have any further liability or obligations hereunder.

(iii) Within fifteen (15) days following the Effective Date, Village shall order a Title Commitment for Premises A for an ALTA Form owner's title insurance policy issued by Title Insurer in an amount equal to \$\_\_\_\_\_ which commitment shall show title in the name of the Village as required by Section 5.a.(i), with the general exceptions contained in the policy having been insured over with an extended coverage endorsement insuring over all general exceptions, and otherwise subject only to exceptions approved by OWNER.

(iv) Within fifteen (15) days following the Effective Date, the Village shall, at its sole cost and expense, cause a current ALTA/ASCM plat of survey of the Premises to be prepared by an Illinois registered and licensed surveyor (the "Survey"). The Survey shall be certified to Village, OWNER and the Title Insurer. The Survey shall be in conformity with the current standards for Land Title Surveys of the American Title Association and American Congress on Surveying and Mapping, jointly established by ALTA and ACSM

in 2021, and such standards as are required by the Title Insurer as a condition to providing extended coverage over general exceptions.

b. Purchase B:

(i) Premises B shall be sold free from all mortgages, deeds of trust, liens, security interests and other encumbrances except such exceptions as may be approved by Village. Title shall be good, marketable and insurable, without exception, at regular rates by Fidelity National Title, subject, however, to those covenants, easements, conditions and restrictions of record as of the date OWNER executes this Agreement constituting constructive notice in the chain of title to Premises B which have not expired by a time limitation contained therein or otherwise become ineffective and that do not, in the Village's sole opinion, materially adversely affect the use and enjoyment of Premises B by the Village. Without affecting the foregoing requirements, the Village may elect not to obtain title insurance.

(ii) If OWNER is unable because of any defect in title to deliver acceptable title as aforesaid at Closing and the Village is unwilling to waive such defect, the Village may either (i) request OWNER to correct the defect if same can be done within a reasonable time not to exceed thirty (30) days from the date of OWNER's receipt of notice of the defect (the "Village Title/Survey Period"), or (ii) immediately terminate this Agreement upon written notice to OWNER, and no party shall have any further liability or obligations hereunder.

(iii) Within fifteen (15) days following the Effective Date, the Village shall order a Title Commitment for Premises B for an ALTA Form owner's title insurance policy issued by Title Insurer in an amount equal to \$ \_\_\_\_\_, which commitment shall show title in the name of OWNER as required by Section 5.b.(i), with the general exceptions contained in the policy having been insured over with an extended coverage endorsement insuring over all general exceptions, and otherwise subject only to exceptions approved by Village.

(iv) Within fifteen (15) days following the Effective Date, Village shall, at its sole cost and expense, cause a current ALTA/ASCM plat of survey of the Premises to be prepared by an Illinois registered and licensed surveyor (the "Survey"). The Survey shall be certified to Village, OWNER and the Title Insurer. The Survey shall be in conformity with the current standards for Land Title Surveys of the American Title Association and American Congress on Surveying and Mapping, jointly established by ALTA and ACSM in 2021, and such standards as are required by the Title Insurer as a condition to providing extended coverage over general exceptions.

6. Risk of Loss.

a. Purchase A: All risk of loss or damage to Premises A shall be borne by the Village until Closing. However, in the event of any loss of or damage to Premises A, or any part thereof, prior to Closing, OWNER shall have the option, in its sole discretion, to (i) terminate this Agreement or (ii) proceed to Closing as required hereunder, conditioned upon the Village assigning all its interest in insurance or other payments for loss or damage to Premises A. In the event of condemnation or threat of condemnation of any part of Premises A prior to Closing, OWNER shall have the option, in its sole discretion, to (i) terminate this Agreement or (ii) proceed to Closing conditioned upon any condemnation award being paid, credited, or assigned, as appropriate, to OWNER at Closing.

b. Purchase B: All risk of loss or damage to Premises B shall be borne by OWNER until Closing. However, in the event of any loss of or damage to Premises B, or any part thereof, prior to Closing, the Village shall have the option, in its sole discretion, to (i) terminate this Agreement or (ii) proceed to Closing as required hereunder, conditioned upon OWNER assigning all its interest in insurance or other payments for loss or damage to Premises B. In the event of condemnation or threat of condemnation of any part of Premises B prior to Closing, the Village shall have the option, in its sole discretion, to (i) terminate this Agreement or (ii) proceed to Closing conditioned upon any condemnation award being paid, credited, or assigned, as appropriate, to the Village at Closing.

7. Inspections; Study Periods.

a. Purchase A:

(i) The Village shall give to OWNER and its designated agents and representatives full access to Premises A during normal business hours throughout the Owner Study Period as defined in Paragraph 7.a.(ii), including the right, at OWNER's own risk to cause its agents or representatives to enter upon Premises A for the purpose of making physical and topographic surveys and conducting such tests, investigations and studies as OWNER may desire, including those related to engineering, water, groundwater, sanitary and storm sewer, utilities and environmental matters, as well as soil borings. Without otherwise limiting the generality of the foregoing, the Village shall, during the Village Study Period, perform a Phase I environmental audit of Premises B at its cost and expense, and the completion of the same shall be a condition to OWNER's obligation to close on the conveyance of Premises B.

In the event it does not acquire Premises A, OWNER shall, at its expense, restore Premises A to its prior condition to the extent of any changes made by its agents or representatives. The Village shall furnish to OWNER during the Owner Study Period (as provided for below) all information concerning Premises A which OWNER may reasonably request and which is in the possession of the Village.

(ii) OWNER shall have thirty (30) days from the Effective Date, or the date on which all information and data and the copies of all documents to be provided hereunder are in fact provided to OWNER by the Village, whichever occurs last, ("Owner Study Period") to complete the studies described in Paragraph 7.a.(i) and to determine in its sole discretion that the condition of Premises A is satisfactory for the intended use of OWNER. In the event that OWNER is not so satisfied for any reason whatsoever at any time prior to the expiration of the Owner Study Period, OWNER shall advise the Village in writing of its intention not to proceed to the Premises A Closing under the terms of this Agreement, and in such event, this Agreement shall automatically be terminated, and no party shall have any liability hereunder.

b. Purchase B:

(i) OWNER shall give to the Village and its designated agents and representatives full access to Premises B during normal business hours throughout the Village Study Period as defined in Paragraph 7.b.(ii), including the right, at the Village's own risk to cause its agents or representatives to enter upon Premises B for the purpose of (i) making physical and topographic surveys; and (ii) conducting such tests, investigations and studies as the Village may desire, including those related to engineering, water, groundwater, sanitary and storm sewer, utilities and environmental matters, as well as soil borings. Without

otherwise limiting the generality of the foregoing, the Village shall, during the Village Study Period, perform a Phase I environmental audit of Premises B at its cost and expense, and the completion of the same shall be a condition to OWNER's obligation to close on the conveyance of Premises B.

In the event it does not purchase Premises B, the Village shall, at its expense, restore Premises B to its prior condition to the extent of any changes made by its agents or representatives. OWNER shall furnish to the Village during the Village Study Period all information concerning Premises B which the Village may reasonably request, and which is in the possession of OWNER.

(ii) The Village shall have thirty (30) days from the Effective Date, or the date on which all information and data and the copies of all documents to be provided hereunder are in fact provided to the Village by OWNER, whichever occurs last ("Village Study Period"), to complete the studies described in Paragraph 7.b.(i) and to determine in its sole discretion that the condition of Premises B is satisfactory for the intended use of the Village. In the event that the Village is not so satisfied for any reason whatsoever at any time prior to the expiration of the Village Study Period, the Village shall advise OWNER in writing of its intention not to proceed to Closing under the terms of this Agreement, and in such event, this Agreement shall automatically be terminated, and no party shall have any liability hereunder.

8. Default.

In the event of any default and failure to cure within ten (10) business days of a written notice of default, the non-defaulting party shall be entitled to pursue any remedies at law or in equity in connection with the default of the other party, specifically including but not necessarily limited to the right of specific performance. The election to terminate this Agreement under the terms hereof shall not constitute a default. Neither party shall be liable for any punitive or consequential damages caused by a non-cured default.

9. Brokerage.

Each party represents to the other that it has not engaged the services of any real estate broker or agent in connection with Premises A or B and/or this Agreement.

10. Prior Agreements; Merger.

This Agreement supersedes any and all prior understandings and agreements between the Parties and constitutes the entire agreement between them with respect to Purchase A and Purchase B. No representations, warranties, conditions or statements, oral or written, not contained herein shall be considered a part hereof. This Agreement may not be amended, altered, or modified except by an instrument in writing signed by the party sought to be charged therewith.

11. Miscellaneous.

Subject to the provisions hereof, this Agreement shall bind and inure to the benefit of the Parties hereto, their heirs, personal representatives, successors and permitted assigns. No assignment of this Agreement shall be permitted except with the written consent of the other party, which consent shall not be withheld unreasonably. The warranties, representations and terms of this Agreement shall survive execution and recordation of the respective deeds and shall be incorporated into the deed by reference.

12. Notices.

Any notices required or permitted to be given hereunder shall be deemed to have been properly given if sent by United States certified or registered mail, return receipt requested, postage prepaid, or if delivered in hand, as follows:

If to OWNER:

1306 Marquette Dr, Romeoville, IL 60446

If to Village:

1050 W. Romeo Road, Romeoville, IL 60446

or to such other persons or addresses as the Parties may hereafter direct by written notice. Notices, except those hand delivered, shall be deemed delivered two (2) days after being deposited with the United States Postal Service. Hand delivered notices shall be deemed delivered upon actual delivery to the person noted above.

13. Governing Law.

Notwithstanding the place where this Agreement may be executed by any of the Parties hereto, the Parties expressly agree that all terms and provisions hereof shall be construed and enforced in accordance with the laws of the State of Illinois.

14. Execution and Delivery of Agreement.

The date upon which this Agreement shall be finally executed by both the Village and OWNER shall be the effective date ("Effective Date") hereof.

15. Prorations.

General real estate taxes not yet due and payable shall be prorated on the basis of 105% of the most recent ascertainable tax bill, and all other items of accrued or prepaid income and expenses, including but not limited to charges for utility services such as electricity, natural gas, water and sanitary sewer, internet access, cable or satellite television or telephone service, shall be prorated on an accrual basis as of the closing on the basis of the most recent ascertainable amounts of or other reliable information in respect to each such item of income and expense, and the net credit to Village or OWNER shall be paid at the conveyance of Premises A and Premises B. The grantors of Premises A and Premises B shall be responsible for paying any special assessments outstanding prior to the conveyances thereof.

16. Post Closing Actions.

a. Environmental Matters: From and after the Closing on the Village's acquisition of Premises B, the Village shall thereafter be solely responsible at its cost and expense for performing all remedial and compliance activities required on Premises B with respect to environmental matters within the scope of Paragraph 3.f.

b. Premises A Zoning Matters: Within sixty (60) days after the Closing on OWNER's acquisition of Premises A, Village shall conduct such public hearings and take such other actions, including but not limited to the adoption of appropriate ordinances, to ensure that OWNER has the same rights to engage

in outdoor storage on Premises A in the same manner and to the same extent as it currently enjoys with respect to Premises B.

c. Post Closing Village Use of Premises A. OWNER and Village acknowledge that notwithstanding the Closing on OWNER's acquisition of Premises A, Village shall, from and after such Closing, have the right to use and possess Premises A in accordance with the provisions of the Construction Easement.

17. Extensions of Time.

With respect to any periods of time set forth in this Agreement for the performance of or taking of any action, or in any easement or license agreement referenced herein, OWNER and Village acknowledge that they may from time to time modify such periods of time by mutual agreement, provided that such agreement is reduced to a writing executed by OWNER and the Village Manager of Village, without the necessity of Village's Corporate Authorities acting upon or voting on the matter.

*Signatures Appear on Following Page(s)*

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals.

Village of Romeoville

By: \_\_\_\_\_  
Mayor John D. Noak

Attest: \_\_\_\_\_  
Deputy Clerk Olivia Blomberg

D S Partners, LLC,  
a(n) \_\_\_\_\_ limited liability company

By: \_\_\_\_\_  
Doug Schultz

Attest: \_\_\_\_\_







Exhibit C—Offsite License

This Document Prepared By  
And After Recording Return To:

Village of Romeoville  
1050 W. Romeo Road  
Romeoville, IL 60446

---

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE ONLY

**LICENSE AGREEMENT**

**THIS LICENSE AGREEMENT** (this "Agreement") is made as of \_\_\_\_\_, 2025 by and between the Village of Romeoville ("Village") and D S Partners, LLC("LICENSEE").

**RECITALS:**

A. LICENSEE represents that it is a company engaged in construction and contracting, and that it is or intends in the near future to be party with Village to a certain Real Estate Purchase Agreement ("Purchase Agreement"), pursuant to which Village is obligated, among other things, to provide Licensee with a License to use certain Village-owned property and that it desires to obtain such a license from Village for the parking of LICENSEE's vehicles, LICENSEE's contractor vehicles and the storage of LICENSEE construction equipment and materials (collectively, the "License Purposes").

B. Village represents and warrants that Village is the owner in fee simple of the real property legally described on Exhibit A attached hereto and made a part hereof and any improvements thereon (collectively, the "Village Parcel"). The Village Parcel is located on E. Romeo Road, and is identified by PIN 11-04-03-102-019-0000.

C. LICENSEE has requested that the Village grant LICENSEE a license to permit the use of the Village Parcel for the License Purposes for a period of time commencing with the date first above named and ending on February 1 of the calendar year after the calendar year in which the Village notifies LICENSEE that it has completed its well house and water tank demolition construction project (the "Project"), as the same is referenced in the Purchase Agreement, all subject to and pursuant to the terms and conditions of this Agreement.

D. Village is willing to grant LICENSEE the requested license, subject to and pursuant to the terms and conditions of this Agreement, and in consideration thereof and of the anticipated benefit to be received to the Village and its residents and businesses from the improvement of the various lines, mains and other facilities used in connection with the provision of utility service to the public.

**NOW, THEREFORE**, for good and valuable mutual consideration, the receipt and sufficiency of which are hereby acknowledged, LICENSEE and the Village agree as follows:

1. Recitals Incorporated. The foregoing recitals A through D are incorporated herein as

terms of this Agreement.

2. Grant of License. Village hereby grants to LICENSEE a License over, upon and across the Village Parcel to permit the LICENSEE to use the Village Parcel for the License Purposes, from the date first above named to February 1 of the calendar year after the calendar year in which the Village notifies LICENSEE that it has completed the Project, all subject to and in accordance with this Agreement (such February 1 date hereinafter being referred to as the "Termination Date"). LICENSEE represents to Village that it shall use the Village Parcel for the License Purposes consistent with the diagram attached hereto and incorporated herein by reference as Exhibit B. Subject to the foregoing, the Village shall retain and reserve all rights with respect to the Village Parcel that are not inconsistent therewith, including but not limited to the rights to install, construct, operate and maintain sewer, water or other public utility lines and appurtenances in, upon, over and across the Village Parcel. The License herein granted shall also be further subject to any and all existing liens, encumbrances, licenses, leases, covenants or agreements of record affecting the Village Parcel or entered into or issued by the Village with respect to the Village Parcel (the "Prior Encumbrances"). LICENSEE acknowledges and agrees that the only rights Licensee will have relating to the Village Parcel are the specific rights to use the Village Parcel as set out in this Agreement, and that it shall have no other rights to use or interest in the Village Parcel whatsoever.

3. Use of Village Parcel under License; Certain Expense Reimbursements.

A. Use of Parcel. LICENSEE shall be entitled to use the Village Parcel on an as-is, where-is basis, at its sole cost, risk and expense. Village makes no warranties, express or implied, concerning the usability, suitability, fitness for a particular purpose or any purpose, or concerning any other matter involving or relating in any way to the Village Parcel or any use to be made thereof by the LICENSEE hereunder. LICENSEE's use of the Village Parcel shall at all times comply with all laws and regulations of governmental agencies or bodies having jurisdiction over the Village Parcel (including but not limited to the ordinances of the Village), and shall further specifically at all times keep the Village Parcel free from waste, nuisances and any form of environmental contamination in contravention of any applicable laws or ordinances. LICENSEE shall, upon the expiration or termination of the license granted by this Agreement, restore any disturbed surface area within the Village Parcel to substantially the condition in which it existed immediately prior to the execution of this Agreement, and shall further specifically be required to remove all its vehicles, vehicles of its contractors or other personal property otherwise present on the Village Parcel on or before the Termination Date.

B. Certain Expense Reimbursements. Village and LICENSEE acknowledge that LICENSEE will incur certain expenses for transporting LICENSEE's vehicles, equipment and/or materials to the Village Parcel at the commencement of this Agreement, and that it will likewise incur certain expenses for transporting LICENSEE's vehicles, equipment and/or materials back to property owned by LICENSEE upon the termination of the License provided for in this Agreement. Village and Licensee further agree that as of the date first above named, Village shall be responsible to reimburse LICENSEE in a total amount not to exceed \$120,000.00 for LICENSEE's costs for transporting LICENSEE's vehicles, equipment and/or materials back and forth to and from property owned by LICENSEE upon the termination of the License provided for in this Agreement. Notwithstanding the maximum total reimbursement amount of \$120,000.00 referenced in the immediately preceding sentence, the parties acknowledge that LICENSEE's costs for transporting vehicles, materials and/or equipment as contemplated herein may change over time. Accordingly, and to ensure that LICENSEE's transportation expenses as aforesaid are appropriately reimbursed, the maximum total reimbursement amount provided for herein shall be adjusted annually on the anniversary of the date first above named by the application of the construction cost index as published by the Engineering News-Record. Furthermore, in the event that the parties mutually determine that any additional or different reimbursement for such costs should become necessary, the Village Manager shall have the authority to negotiate and approve any such additional or different reimbursement for such costs.

4. Indemnification. LICENSEE shall indemnify and hold the Village, 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 in whole or in part out of or due to this Agreement or any of the activities or uses proposed or contemplated upon the Village Parcel by LICENSEE pursuant to the terms of the License granted within this Agreement. In the event the Village is made a party to any such event or proceeding identified herein, LICENSEE 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 LICENSEE 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 consultants' fees and expert witness fees and expenses, court costs and fees, and any other expenses reasonably incurred by the Village as a consequence of such proceedings. 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 that 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. The provisions of this Section shall survive any termination or expiration of this Agreement, the License granted hereunder, or any abandonment thereof by the LICENSEE. LICENSEE expressly acknowledges that the insurance requirements set forth elsewhere in this Agreement in no way alter, amend or affect any of the rights or responsibilities of LICENSEE or the Village created pursuant to this Section.

5. Insurance. LICENSEE shall prior to any use of the Village Property and at all times during the term of this Agreement maintain in full force and effect the following types of types of insurance coverage with the minimum limits hereinafter specified:

- (a) Workers' Compensation/Employers' Liability having a limit of not less than \$1,000,000.00 per accident. Such policy shall waive subrogation against the Village.
- (b) Commercial General Liability Insurance having combined single limits for bodily injury and property damage of not less than \$2,000,000.00 per occurrence, which insurance shall also include contractual liability coverage insuring the indemnification provisions of this Agreement.
- (c) Comprehensive Automobile Liability Insurance, with combined single limits for bodily injury and property damage of not less than \$2,000,000.00 per occurrence, which insurance shall include owned, hired and non-owned vehicles.

All such insurance policies shall by written endorsement specifically name the Village as an additional insured, which endorsement shall also specifically provide that the insurance policies in question cannot be canceled, amended or altered without at least 30 days written notice to the Village and shall be primary and noncontributing to all or any insurance covering Village, and shall not require the exhaustion of any other coverage maintained by LICENSEE or the submission or tender of any claim thereon to any other insurer of LICENSEE. LICENSEE may provide certificates of insurance to Village for informational purposes, but the same shall not be deemed to constitute compliance with the foregoing requirement. LICENSEE shall provide the Village with certificates of insurance evidencing such coverage contemporaneously with its delivery to the Village of an executed copy of this Agreement.

In the event that LICENSEE intends to use the Village Property for the License Purposes through the retention of contractors and subcontractors, LICENSEE shall cause all such contractors and

subcontractors to maintain insurance coverage compliant with all requirements of this Section 5, and to provide proof thereof reasonably acceptable to the Village, all prior to any such use of the Village Property.

6. Remedies. Upon any breach of this Agreement, any of the parties may secure the specific performance of the covenants and agreements herein contained or may exercise any remedies available at law via an appropriate action, the sole venue for which shall be in the Circuit Court for the Twelfth Judicial Circuit, Will County, Illinois. In the event of a material breach of this Agreement by LICENSEE (defined hereunder as any breach of Sections 2, 3, 4 or 5 of this Agreement), the parties agree that the LICENSEE shall have three (3) days after written notice of said breach to correct the same prior to the Village seeking a judicial remedy as provided for herein, provided, however, that in the event that the LICENSEE has not cured any such material breach within such three (3) day period, the Village may thereafter, upon three (3) days' notice, terminate this Agreement and the License without prejudice to the Village's right to secure the specific performance of the LICENSEE's obligations under Sections 4 and 5, which obligations of the LICENSEE shall be deemed to survive any termination of this Agreement and the License created hereunder. 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.

7. Binding on Successors; Recordation. This Agreement shall be binding upon the parties hereto and their respective successors and/or assigns. This Agreement or a memorandum thereof shall be recorded against the Village Parcel and the LICENSEE Parcel.

8. Severability. If any clause, phrase, sentence, condition, or other portion of this Agreement shall be or become invalid, null or void for any reason or shall be held by any court of competent jurisdiction to be so, the remaining portion of the Agreement shall not be affected thereby and such remaining portions shall remain in full force and effect.

9. Notices. Any notice required or desired to be given under this Agreement shall be in writing and shall be deemed to have been properly served when personally delivered or one day after the date such notice is deposited with an overnight delivery service via national courier to the parties at the following addresses:

Village of Romeoville  
1050 W. Romeo Road  
Romeoville, IL 60446  
Phone: (815) 886-7200

LICENSEE

D S Partners LLC  
1306 Marquette Drive  
Romeoville, IL 60446

10. Governing Law. This Agreement shall be interpreted, applied and enforced in accordance with the internal laws of the State of Illinois.

11. Captions. The captions contained in this Agreement are for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions thereof.

12. Grammatical Changes. Wherever appropriate in this Agreement, the singular shall include the plural and the plural the singular.

13. Amendments. This Agreement and/or the provisions and requirements hereof may be amended and/or waived only by a written instrument signed by all parties hereto.

14. Counterparts. This Agreement may be signed in counterparts.

[no further text on this page – signature page to follow]

**IN WITNESS WHEREOF**, the undersigned have executed this Agreement as of the day and year first above written.

"Village"

Village of Romeoville, an Illinois home rule municipal corporation

By: \_\_\_\_\_  
John D. Noak, Mayor

Attest: \_\_\_\_\_  
Dr. Bernice Holloway, Clerk

"LICENSEE"

D S PARTNERS, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

Attest: \_\_\_\_\_

Its: \_\_\_\_\_

EXHIBIT A

(Legal Description of Village Parcel)

THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST LINE OF PROPERTY DESCRIBED IN A DEED RECORDED AS DOCUMENT R77-40710; LYING WEST OF THE WEST LINE AND SAID WEST LINE EXTENDED SOUTH OF PROPERTY DESCRIBED IN DOCUMENT R98-98524; LYING NORTH OF THE NORTH LINE OF PROPERTY DESCRIBED IN DOCUMENT R65-7151; AND LYING SOUTH OF PROPERTY DESCRIBED IN DOCUMENTS R96-62697 AND R99-88441 (EXCEPT THAT PART DESCRIBED IN DOCUMENT R96-107738), IN WILL COUNTY, ILLINOIS.

Commonly known as: E. Romeo Road, Romeoville, IL 60446  
PIN: 11-04-03-102-019-0000

Exhibit D—Temporary Construction and Access Easement

**GRANT OF TEMPORARY  
CONSTRUCTION STORAGE  
EASEMENT AND TEMPORARY  
CONSTRUCTION ACCESS EASEMENT**

**PREPARED BY:**  
**AND**  
**WHEN RECORDED RETURN TO:**  
Village of Romeoville  
1050 W. Romeo Road  
Romeoville, IL 60446

**THIS GRANT OF TEMPORARY CONSTRUCTION EASEMENT AND TEMPORARY CONSTRUCTION ACCESS EASEMENT** (this “Agreement”) is made, dated and effective as of \_\_\_\_\_, 2026, (the “Effective Date”), by and between the Village of Romeoville, an Illinois Home Rule Municipal Corporation (“Grantee”) and D S Partners LLC an Illinois limited liability corporation (“Owner”).

WHEREAS, Owner is the sole owner of certain real property located in Will County, Illinois, legally described and depicted in Exhibit A, attached hereto and by this reference made a part hereof (the “Premises”); and

WHEREAS, Grantee and Owner are parties to a certain Real Estate Purchase Agreement dated as of \_\_\_\_\_ (the “Purchase Agreement”), pursuant to which Owner is obligated to grant a temporary construction easement to Grantee; and

WHEREAS, Owner is willing to grant a temporary construction easement to Grantee over that part of the Premises legally described and depicted in Exhibit A, and Grantee is willing to accept such an easement, all in accordance with the terms and conditions hereinafter set forth; and

WHEREAS, to facilitate Owner’s access to the Premises during Grantee’s use of the temporary construction easement provided for herein, Grantee desires to grant and Owner desires to accept from Grantee a temporary access easement over a portion of property owned by Grantee, legally described and depicted in Exhibit A-1 attached hereto and incorporated herein by reference.

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration the sufficiency of which is hereby acknowledged, and the undertakings and agreement hereinafter set forth, it is agreed by and between Grantee and Owner as follows:

1. Owner hereby grants to Grantee a temporary easement for construction, storage, use, access, ingress, egress and maintenance and repair over, across, through and upon the Premises to use as a general construction storage and lay down yard, including parking construction vehicles, construction equipment and other heavy machinery, store construction materials, provide parking for construction workers, park trailers, establish operations facilities and other temporary improvements of to store construction equipment and materials, and for any and all ingress and egress related thereto upon, over, across and under the Premises. Grantee shall further have the right to take all actions necessary to the complete demolition and removal of the existing water tower and well house located on the Premises, along with the removal of certain underground utility lines, all as the same are described and depicted in Exhibit B, a copy of which is attached hereto and incorporated herein by reference.
2. Grantee hereby grants to Owner a temporary easement for access, ingress and egress over, across, through and upon that portion of property owned by Grantee legally described and depicted in Exhibit A-1, for the purposes of Owner traveling to and from and entering and exiting the Premises and other contiguous or neighboring property owned by Owner during the period of Grantee's construction activities as herein described.
3. This Agreement and the easements herein granted shall expire on the earlier of (i) the date which is thirty-six months after the Effective Date, or the completion of the Village's construction and demolition activities relating to the demolition of the aforesaid existing water tank and well house on the Premises and the construction of a new water tank and well house on adjacent real property acquired by Grantee from Owner pursuant to the Purchase Agreement.
4. In consideration of the rights granted in this Agreement, Grantee shall pay to Owner, and Owner shall pay to grantee, in addition to other consideration, the sum of Ten and No/100 Dollars (\$10.00). Owner and Grantee, without limiting the interest above granted and conveyed, acknowledge that upon payment of the agreed consideration, all claims arising out of the above grant of temporary easement have been settled, including without limitation, any diminution in value to any other property of Owner or Grantee.
5. At expiration of this Agreement, Grantee shall remove all of its materials from the Premises, and the Premises will be restored to the condition in which the same existed on the Effective Date, and free of all contaminants resulting from Grantee's exercise of its rights hereunder. Grantee shall also at such time surface the Premises with recycled asphalt grindings as required by the Purchase Agreement. Likewise, at the expiration of this Agreement, Owner shall remove its personal property of any kind remaining within the area legally described in Exhibit A-1 and restore the said area to the condition in which it existed on the Effective Date, and free of all contaminants resulting from Owner's exercise of its rights hereunder.

6. Each Party agrees it will not erect any permanent structure in any area subject to an easement herein granted without the other Party's prior approval.
7. This Agreement, and the provisions hereof, shall run with the land and be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.
8. Indemnification/Hold Harmless and Liability Insurance Provisions; Force Majeure.
  - a. Indemnification by Grantee. The Grantee hereby releases and agrees to indemnify and hold harmless the Owner and its agents, heirs, executors, administrators, successors and assigns (hereinafter collectively referred to as the "Owner Releasees") from any and all actions, causes of action, suits, claims, expenses (including reasonable attorneys' fees) and demands (collectively "Claims") against the Owner Releasees arising out of or relating (i) to the performance by Grantee of its obligations under this Agreement, or (ii) directly or indirectly from any personal injury, death or property damage arising out of the use, construction, modifications, repair or improvement of the Premises or Easement Premises by Grantee, its employees, agents, representatives, suppliers or contractors, or their respective employees, agents or representatives; provided, however, in no event shall this indemnity apply to Claims caused by the negligence or intentional misconduct of Owner or Owner Releasees. This paragraph shall survive termination of this Agreement.
  - b. Indemnification by Owner. The Owner hereby releases and agrees to indemnify and hold harmless the Grantee and its agents, heirs, executors, administrators, successors and assigns (hereinafter collectively referred to as the "Grantee Releasees") from any and all actions, causes of action, suits, claims, expenses (including reasonable attorneys' fees) and demands (collectively "Claims") against the Grantee Releasees arising out of or relating (i) directly or indirectly from any personal injury, death or property damage arising out of the use of the property described and depicted in Exhibit A-1 by Owner, its employees, agents, representatives, suppliers or contractors, or their respective employees, agents or representatives; provided, however, in no event shall this indemnity apply to Claims caused by the negligence or intentional misconduct of Grantee or Grantee Releasees. This paragraph shall survive termination of this Agreement.
  - c. Required Insurance. The Grantee shall at all times throughout the term of this Agreement maintain in full force and effect adequate commercial general liability insurance to insure Grantee's use of the Property hereunder, with the coverages and limits set forth in Exhibit C, and shall name Owner as an additional named insured under such insurance. The Owner shall at all times throughout the term of this Agreement maintain in full force and effect adequate commercial general liability insurance to insure Owner's use of the

easement granted to it hereunder, and shall name Grantee as an additional named insured under such agreement, such insurance to have the coverages and limits set forth in Exhibit C-1.

- d. Force Majeure. If either party fails to perform timely any of the terms, covenants or conditions of this Agreement to be performed by such party and such failure is due in whole or in material part to any change in law, strike, unmediated lockout, civil disorder, failure of power, inability or delay in procuring materials or necessary approvals and/or permits (unless directly caused by the unreasonable action or inaction of a party, as applicable), riots, insurrections, war, fuel shortage, acts of God, acts of terrorism, or other events beyond the reasonable control of such party, then such party shall not be deemed in default under this Agreement as a result of such failure and any time for performance by such provided for herein shall be extended by the period of delay resulting from such cause.

9. All notices, requests, demands and other communications under this Agreement shall be deemed to have been duly given: (i) on the date of delivery if delivered personally on the party to whom notice is to be given; (ii) one business day after deposit with a nationally recognized overnight courier; or, (iii) on the third day after deposit in the mail, provided that the notice shall be in writing and addressed to the appropriate party, as follows:

Herlihy:	D S Partners LLC 1306 Marquette Drive Romeoville, IL 60446
Village:	Village of Romeoville 1050 W. Romeo Road Romeoville, IL 60446 Attn.: Village Manager

10. Grantee shall have the right to record this Agreement in the official land records of Will County, Illinois. If the Agreement is recorded, as soon as practicable following the termination date, Owner will prepare, the parties will execute, and Owner will record with the Will County Recorder of Deeds a termination of this Agreement.
11. Notwithstanding anything to the contrary, the Grantee may in its sole discretion terminate this Agreement as to all or part of the Property at any time or allow it to expire in accordance with the terms set forth herein without incurring any obligation or liability to the Owner, other than the forfeiture of all payments made to the Owner prior to the date of such termination or expiration.

12. This Agreement may be executed in counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the Village of Romeoville and D S Partners LLC have caused this Agreement to be duly executed, as of the day and year first above written.

**VILLAGE**  
**Village of Romeoville, an Illinois Home Rule Municipal Corporation**

By: \_\_\_\_\_

Its: \_\_\_\_\_

State of Illinois                    )  
  ) ss.  
County of Will                    )

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that John D. Noak, personally known to me to be the Village President of the Village, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Village President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act as such managing member and as the free and voluntary act of the Village of Romeoville for the uses and purposes therein set forth; and on his oath stated that he was duly authorized to execute said instrument.

GIVEN under my hand and notarial seal this \_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_



EXHIBIT A

Legal Description of Premises



EXHIBIT A-1

Legal Description of area of Grantee's property subject to temporary access easement in favor of  
Owner



EXHIBIT B

Underground Utilities to be Removed

Exhibit B—Structures/Underground Lines to be Demolished/Removed or Capped and Abandoned



EXHIBIT C  
Grantee's Insurance Coverages



SOUTAGE-02

WTELLER

### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0C36861 <b>Alliant Insurance Services, Inc.</b> 353 N Clark St 11th Fl Chicago, IL 60654		CONTACT NAME: Wendy Teller PHONE (A/C, No, Ext): (312) 595-7495 FAX (A/C, No): E-MAIL ADDRESS: wendy.teller@alliant.com	
INSURED		INSURER(S) AFFORDING COVERAGE	
Village of Romeoville 1050 W. Romeo Road Romeoville, IL 60446		INSURER A : Obsidian Specialty Insurance Company	NAIC # 16871
		INSURER B : Arch Insurance Company	11150
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

ISSR LTR	TYPE OF INSURANCE	ADDL INSR (REQ)	ADDL INSR (W/O)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> CBC <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			IL-GL-SOU001-26	5/1/2025	5/1/2026	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 40,000,000 PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			IL-GL-SOU001-26	5/1/2025	5/1/2026	COMBINED SINGLE LIMIT (EA accident) \$ 10,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Identify in desc) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N/A	N/A	WCX006877502	5/1/2025	5/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OT+ER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Romeoville Recreation Center - 900 W. Romeo Road, Romeoville IL 60446  
This certificate is issued as evidence of insurance coverage only.

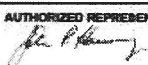
<b>CERTIFICATE HOLDER</b>  Evidence of Insurance Coverage Only  _____ _____	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

EXHIBIT C-1  
Owner's Insurance Coverages

## EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this “Agreement”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the Village of Romeoville, an Illinois Home Rule Municipal Corporation (“Village”) and D S Partners LLC, an Illinois limited liability company (“Owner”).

### RECITALS:

A. Pursuant to that certain Real Estate Purchase Agreement dated \_\_\_\_\_, 2026 (the “Purchase Agreement”), Owner conveyed to Village a parcel of property more particularly legally described and depicted in Exhibit A attached hereto and incorporated herein by this reference (“Village Property”).

B. Village purchased the Village Property for the development and use of a municipal water tank and well site and appurtenant buildings in accordance with Village’s ordinances, and pursuant to the Purchase Agreement, is obligated to grant to Owner an easement for ingress and egress to and from certain property to be conveyed by Village to Owner (the “Owner Acquisition Property”) under the Purchase Agreement as part of the consideration for the purchase of the Village Property, with the Owner Acquisition Property being legal described and depicted in Exhibit B.

C. Accordingly, Village desires to grant to Owner an easement over and across a portion of certain property owned by the Village more particularly legally described in Exhibit C attached hereto and incorporated herein by this reference (the “Easement Property”), all upon the terms and conditions hereinafter set forth, and Owner is willing to receive the grant of such an easement over and across the Easement Property on the terms and conditions hereinafter set forth, subject to the relevant provisions of the Purchase Agreement.

NOW, THEREFORE, in consideration of the Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** The foregoing Recitals are hereby incorporated by this reference as if the same were fully set forth herein.

2. **Ingress and Egress.** Subject to any express conditions, limitations or reservations contained herein, Village hereby declares and grants to Owner a perpetual, non-exclusive easement for pedestrian and vehicular access, ingress and egress over and across the Easement Property, seven (7) days a week, twenty-four (24) hours a day (“Access Easement”) for purposes of going to and from the Owner Acquisition Property to Marquette Drive. The Access Easement shall be personal to Owner for its use for the purposes described herein for so long as the Owner owns the Owner Acquisition Property and certain other property described and/or depicted in Exhibit B-1 (the “Additional Owner Property”), and the same shall terminate on the conveyance by Owner of the Owner Acquisition Property or the Additional Owner Property. Owner shall have the right to use the Access Easement for the transportation of construction equipment and materials to the Owner Acquisition Property in connection with Owner’s future use and development of the same, provided, however, that Owner shall repair any and all damage to the Access Easement surface and/or the Easement Property caused by such use of the Access Easement and the Easement Property. The Easement Property is subject to concurrent use by Village and its employees, agents, representatives, contractors, guests, invitees, and permittees.

3. **Obstructions.** The parties shall refrain from obstructing or interfering with the other’s use of the Easement Property and Access Easement for the purposes contemplated herein, provided, however,

that notwithstanding the preceding clause or any other contrary provision of this Agreement, the Village shall have the right, upon reasonable prior notice to Owner, to obstruct and occupy the Access Easement in connection with and for the duration of construction activities occurring on the Village Property or the Easement Property, and also in connection with and for the duration of the conduct of routine periodic maintenance activities on the Easement Property. Likewise, the Owner shall have the right to use a portion of the Easement Property more specifically described and depicted in Exhibit A-1 for purposes of parking of vehicles and equipment, provided, however, that upon reasonable prior notice from the Village, Owner shall from time to time temporarily suspend such parking activities or relocate the same outside of the Easement Property when required by the Village in connection with Village's construction, maintenance, repair and related activities on the Village Property.

4. **Access Control/Fencing.** Notwithstanding the provisions of Section 3 or any other arguably contrary provision of this Agreement, Village and Owner agree that Village shall at its expense cause the construction of fencing, gate(s) or other comparable forms of access control to ensure that only Owner, Village and both of their respective invitees, agents or contractors have access to the Easement Property, thereby providing an additional measure of security for the Village Property, the Owner Acquisition Property, the Additional Owner Property and the Easement Property. The timing of the installation/construction of and preparation of the specifications/design for such fencing, gate(s) or other comparable forms of access control shall be subject to the mutual reasonable approval of the Parties, with due consideration given to Village's construction activities on the Village Property.

5. **Relocation.** Village shall have the right, upon thirty (30) days advance written notice to Village, to temporarily or permanently relocate the Easement Property to another location as may be designated by Village, provided that such relocation shall not materially change the access granted herein or prevent uninterrupted access to the Owner Acquisition Property.

6. **As-is, Where-is.** Nothing contained in this Agreement shall be construed as creating an obligation on the part of Village to construct any paths or roadways within the Easement Property, to improve, widen or upgrade any existing paths or roadways located in the Easement Property, or to otherwise improve the Easement Property. Village has made no representations or warranties of any kind or nature whatsoever, whether written or oral, concerning the suitability of the Easement Property for Owner's use for the purposes contemplated herein. In entering into this agreement, Owner has relied solely upon such independent investigations of the condition of the Easement Property as it has deemed necessary or appropriate in its discretion, and Owner has not relied upon any statements, representations or agreements of Village regarding the condition of the Easement Property. The Access Easement herein is granted over the Easement Property in its AS-IS, WHERE-IS CONDITION, WITH ALL FAULTS, and Village has not agreed to undertake any improvements or other work to make the Easement Property suitable for Owner's intended use.

7. **Maintenance; Cost; Disputes.** Village shall, at its sole cost and expense, maintain the Easement Property in good condition and repair at all times, shall replace or repair any improvements thereon when reasonably necessary, and shall otherwise maintain the Easement Property in compliance with the applicable codes and ordinances of the Village. The maintenance obligations in the preceding sentence shall extend to all improvements located within the Easement Property which are necessary for access or passage to and from the Owner Acquisition Property or the Village Property. Those obligations necessarily include, but are not limited to, repairs and maintenance, sealcoating, resurfacing and replacing the concrete or asphalt, striping, snow removal, landscaping, lighting, surface drainage and safety issues. The Village's obligations under this Section 6 are collectively the "Maintenance Obligations". Notwithstanding the foregoing or any other arguably contrary provision of this Agreement, Owner, in connection with its parking and/or access uses of the property described in Exhibit C, shall place "jersey barriers" within the property described in Exhibit A in a manner reasonably acceptable to Village, to provide

protection of the water tank and appurtenances to be constructed and located on the Village Property and adjacent to or in the vicinity of the property described in Exhibit C.

8. **Commencement.** Owner's rights hereunder shall become effective and exercisable by Owner upon the completion of the municipal water tank and well site and appurtenant buildings to be developed by Village on the Village Property, and the expiration of the Village's temporary construction easement rights to the Owner Acquisition Property as reflected in the Construction Easement referenced in the Purchase Agreement, together with the Village's full and complete performance of all of its obligations thereunder.

9. **Personal to Owner.** This Agreement and the covenants contained herein are personal to Owner and shall not run with the land. The Easement Property and Access Easement shall terminate upon the Owner's conveyance of the Owner Acquisition Property and/or the Additional Owner Property.

10. **Use of Easement Property.** Village hereby agrees that its use of the Easement Property and the Village Property shall comply with Village Ordinances, the pertinent provisions of the Purchase Agreement, and the pertinent provisions of this Agreement, and shall not be disruptive to or interfere with Owner's, or its successors and assigns, its agents', representatives', employees' and contractors' use of the Easement Property or the Owner Acquisition Property, provided, however, that the Village's use of the Easement Property and the Village Property in compliance with the Village Ordinances, the pertinent provisions of the Purchase Agreement, and the pertinent provisions of this Agreement shall be deemed to be not disruptive or to interfere with Village Ordinances, the pertinent provisions of the Purchase Agreement, and the pertinent provisions of this Agreement.

11. **Governing Law.** The interpretation and enforcement of this Agreement shall be according to the internal laws of the State of Illinois.

12. **Amendments.** Any modification of this Agreement must be in writing and must be signed by the agreeing parties. Any oral representations or modifications concerning this instrument shall be of no force and effect.

13. **Indemnification.** Owner and the Village shall indemnify and hold harmless each other from and against any and all liability, loss, damage, costs and expenses (including reasonable attorneys' fees) for injury to person or death or property damage arising out of or resulting from their or their respective agents, contractors' or invitees' use of the Easement Property by the other party or their respective agents, contractors or invitees, except to the extent any such liability, loss, damage, costs and expenses arises from the gross negligence or willful misconduct of the other party or their respective agents, contractors or invitees.

14. **Insurance.** The Village and Owner shall carry at all times carry insurance with the limits and coverages shown in Exhibit D, and the Village and Owner shall be named as an additional insured under the other party's policy. Owner shall further cause such coverage to extend to and cover its use of the Easement Property and the Access Easement. The Village and Owner shall from time to time provide the other party with evidence of such insurance coverage.

15. **Taxes and Assessments.** Each party shall pay all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its property.

16. **Consents.** Wherever in this Agreement the consent or approval of any party is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by

such background data as is reasonably necessary to make an informed decision thereon. The consent of a party under this Agreement, to be effective, must be given in writing.

17. **No Waiver.** No waiver of any default of any obligation by any party hereto shall be implied from any omission by such other party to take any action with respect to such default.

18. **Notices.** Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other party. The notice addresses of parties are as follows:

Owner: D S Partners LLC  
1306 Marquette Drive  
Romeoville, IL 60446

Village: Village of Romeoville  
1050 W. Romeo Road  
Romeoville, IL 60446  
Attn.: Village Manager

19. **Bankruptcy.** In the event of any bankruptcy affecting any party or occupant of any described tract of property referenced herein, the parties agree that this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

20. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

21. **Authority.** Village has full legal right, power and authority to execute and deliver this Agreement and to fully perform all of its obligations hereunder without need of any further action by or on its behalf, all of such action having already been taken. Owner has full legal right, power and authority to execute and deliver this Agreement and to fully perform all of its obligations hereunder without need of any further action by or on its behalf, or that of any member, manager, director or the like, all of such action having already been taken.

IN WITNESS WHEREOF, the Village of Romeoville and D S Partners LLC have caused this Agreement to be duly executed, as of the day and year first above written.

**VILLAGE**  
**Village of Romeoville, an Illinois Home Rule Municipal Corporation**

By: \_\_\_\_\_

Its: \_\_\_\_\_

State of Illinois                    )  
  ) ss.  
County of Will                    )

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that John D. Noak, personally known to me to be the Village President of the Village, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Village President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act as such managing member and as the free and voluntary act of the Village of Romeoville for the uses and purposes therein set forth; and on his oath stated that he was duly authorized to execute said instrument.

GIVEN under my hand and notarial seal this \_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_



**EXHIBIT A**  
**Village Property**  
**Legal Description/Depiction**



**EXHIBIT B**  
**Owner Acquisition Parcel**  
**Legal Description/Depiction**



**EXHIBIT B-1**  
**Additional Owner Property**



**EXHIBIT C**  
**Easement Property**  
**Legal Description/Depiction**

[To be provided]

**EXHIBIT C-1**  
**Area of Access Easement where Owner may Park Vehicles and Equipment**

[To be provided]

**Exhibit D**  
**Owner and Village Insurance Limits and Coverages**



SOUTAGE-02

WTELLER

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/30/2025

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PRODUCER License # 0C36861  
Alliant Insurance Services, Inc.  
333 N Clark St 11th Fl  
Chicago, IL 60654

CONTACT NAME: Wendy Teller  
PHONE (A/C, No, Ext): (312) 595-7495 FAX (A/C, No):  
EMAIL: wendy.teller@alliant.com

INSURED  
Village of Romeoville  
1050 W. Romeo Road  
Romeoville, IL 60446

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Obsidian Specialty Insurance Company	16871
INSURER B: Arch Insurance Company	11150
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE	TYPE OF INSURANCE	AUTO	HAZ	WV	POLICY NUMBER	POLICY EFF DATE (MM/DD/YYYY)	POLICY EXP DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR				IL-GL-SOU001-26	5/1/2025	5/1/2026	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 40,000,000 PRODUCTS - COMP/OP AGG \$ OTHER \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY				IL-GL-SOU001-26	5/1/2025	5/1/2026	COMBINED SINGLE LIMIT (Per accident) \$ 10,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE							EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
B	EMPLOYERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in IL) If yes, describe under DESCRIPTION OF OPERATIONS below				WCX006877502	5/1/2025	5/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Romeoville Recreation Center - 300 W. Romeo Road, Romeoville IL 60446

This certificate is issued as evidence of insurance coverage only.

### CERTIFICATE HOLDER

### CANCELLATION

Evidence of Insurance Coverage Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Exhibit G—Structures to be Demolished and Removed from Village Parcel



Ex G-1 Underground Lines to be abandoned or removed



Exhibit H—Conceptual Illustration of Future Storm Sewer

