

SETTLEMENT AGREEMENT

This **SETTLEMENT AGREEMENT** (the “Agreement”), is made and entered into this _____ day of August, 2021, by and among the **VILLAGE OF ROMEOVILLE**, a home rule Illinois Municipal Corporation (hereinafter sometimes referred to as “Village” or “Romeoville”), and George C. Bravos, as Trustee of the George C. Bravos Declaration of Trust dated August 10, 2005, and known as Trust No. 118318-07 (hereinafter referred to as “Developer”). The Village and Developer may sometimes be referred to individually as a “Party” and collectively as the “Parties”.

WITNESSETH:

WHEREAS, Developer is the owner of the property legally described on Exhibit “A” attached hereto and incorporated herein by reference. The property described on Exhibit “A” is sometimes hereinafter referred to as the “Subject Property”; and

WHEREAS, the Subject Property is zoned and classified within the B-2 Zoning District established by Chapter 159 of the Village Code of Ordinances; and

WHEREAS, the Subject Property consists of two parcels of real estate, each of which is improved with a retail shopping building; and

WHEREAS, the Subject Property is presently the subject of certain pending ordinance violation enforcement proceedings between the Village and the Developer (the “Enforcement Proceedings”) before the Village Administrative Adjudication Hearing Officer (the “Hearing Officer”), with the specific ordinance provisions and violations presently being litigated in such proceedings being as set forth in Exhibit “B”, attached hereto and incorporated herein by reference; and

WHEREAS, Village and Developer have discussed potential terms and conditions by which the Enforcement Proceedings might be settled and compromised without the necessity of conducting a hearing thereon before the Hearing Officer; and

WHEREAS, as a result of the parties' discussion, the Village and Developer now desire to settle and compromise the Enforcement Proceedings before the Hearing Officer subject to and in accordance with the terms and conditions hereinafter more fully set forth; and

NOW THEREFORE, in consideration of the foregoing premises and in further consideration of the mutual covenants, conditions and agreements herein contained, Developer and Village hereby agree as follows:

Section 1: Incorporation of Recitals. The recitals contained in the Preamble hereto are material and are hereby incorporated as a part of this Agreement.

Section 2: Disposition of Enforcement Proceedings. Developer acknowledges the existence of the ordinance violations presently being litigated within the Enforcement Proceedings. Subject to Developer's timely construction of the remedial work, its timely completion of the other corrective actions identified within Section 3 of this Agreement in a manner that otherwise complies with this Agreement and the applicable ordinances of the Village, and its timely conveyance of a cross access easement in substantially the form attached hereto and incorporated herein as Exhibit "C", Village shall dismiss the Enforcement Proceedings with prejudice, and without the imposition of fines or costs against Developer. In the event that the Developer shall fail to timely satisfy any of the conditions enumerated in the preceding sentence in a manner that complies with this Agreement and the applicable ordinances of the Village, Village shall have no obligation hereunder to dismiss the Enforcement Proceedings, and shall have the right to continue to prosecute the same before the Hearing Officer.

Section 3: Required Improvements and Corrective Actions—Abatement of Violations. As a condition to the Village obligations to dismiss the Enforcement Proceedings pursuant to Section 2 hereof, Developer shall complete all work, improvements and corrective actions necessary to abate the violations in the Enforcement Proceedings, in the manner and to the extent hereinafter set forth:

A. **Parking Lot Repair and Maintenance.** On or before August 31, 2021, Developer shall complete all work necessary to abate those Village ordinance violations

designated in Exhibit “B” as “Parking Lot Violations”, including but not necessarily limited to removing and replacing broken or damaged areas of the parking lot surfaces within the Subject Property, and sealcoating and restriping the parking lot surfaces within the Subject Property. Developer shall thereafter maintain the parking lot surfaces within the Subject Property as required by the Village Code of Ordinances.

B. Tenant Rental Inspection. On or before August 31, 2021, Developer and/or the tenant of the space within the Subject Property commonly known as 334 N. Independence shall complete all actions required to abate those Village ordinance violations designated in Exhibit “B” as “Rental Inspection” violations, including but not limited to the conduct of the necessary rental inspection for the space, and the completion of any remedial work required as a result of that rental inspection.

C. Storm Drainage. On or before August 31, 2021, Developer shall complete all work necessary to abate those Village ordinance violations designated in Exhibit “B” as “Storm Drainage” violations in the alley area behind the building within the Subject Property addressed from Independence Boulevard, including but not necessarily limited to removing and replacing broken or damaged areas within the alley, cleaning, repairing or removing obstructions from the storm drain located within the alley, and performing such other remedial work as may be required to abate the “Storm Drainage” violations designated in Exhibit “B”.

D. Lighting. On or before August 31, 2021, Developer shall complete all work necessary to abate those Village ordinance violations designated in Exhibit “B” as “Lighting Violations”, including but not necessarily limited to repainting all existing light poles within the Subject Property, replacing all inoperable lighting fixtures presently existing on light poles within the Subject Property, and performing rewiring or such other work as is necessary to restore all existing parking lot lighting to a fully functioning condition.

Section 4: Subject Property Cross Access Easement. As a further condition to the Village’s obligation to dismiss the Enforcement Proceedings pursuant to Section 2 hereof, Developer shall grant a cross access easement (the “Cross Access Easement”) in substantially the form shown in Exhibit “C”, attached hereto and incorporated herein by

reference, and shall provide the Village with a fully executed and recorded copy thereof on or before August 31, 2021.

Section 5: Village Fees. Developer shall be responsible for and liable for all fees assessed or incurred under Village ordinances of general applicability for building permits, plan reviews or inspections and like matters, as the same may be established from time to time in connection with its use and development of the Subject Property.

Section 6: Compliance with Village Ordinances. Except as may be otherwise specifically set forth in this Agreement, all development of the Subject Property shall proceed in accordance and full compliance with all applicable ordinances, resolutions, codes and requirements of the Village, as the same may be amended or adopted from time to time.

Section 7: Intentionally Omitted.

Section 8: General Provisions.

A. Intentionally Omitted.

B. Interest in Subject Property: Developer represents and warrants to the Village that Developer holds legal and/or equitable title to the Subject Property. No other entity or person currently has any ownership interest in the Subject Property or in the development as herein proposed except those persons listed below, if any: None.

C. Intentionally Omitted.

D. No Waiver or Relinquishment of Right to Enforce Agreement: The failure of any party to this Settlement Agreement to insist upon strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's rights, to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect. No waiver by the Village shall be valid or binding on the Village unless it is in writing signed by the Village and only to the extent therein set forth.

E. Cumulative Remedies: Unless expressly provided otherwise herein, the rights and remedies of the parties provided for herein shall be cumulative and concurrent

and shall include all other rights and remedies available at law or in equity, may be pursued singly, successively or together, at the sole and absolute discretion of either party and may be exercised as often as occasion therefore shall arise.

F. Other Ordinances, Codes, Rules, Regulations, Resolutions and Applicable Law: Nothing herein contained is intended to relieve Developer of its obligations under the ordinances, codes, rules, regulations, and/or resolutions of the Village of Romeoville, except as expressly set forth herein, or to limit the ability of the Village to enforce its ordinances, codes, rules, regulations, and/or resolutions against the Developer as they pertain to the Subject Property or otherwise. In addition, wherever this Agreement provides that a particular ordinance, code, rule, regulation or resolution is applicable, said provisions shall also automatically include any other applicable laws and any amendments thereto, except as expressly set forth in this Agreement.

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

H. Section Headings and Subheadings: All section headings or other headings in this Agreement are for the general aid of the reader and shall not limit the plain meaning or applicability of any of the provisions thereunder whether covered by or relevant to such heading or not.

I. Recording: All ordinances, plats, and any other agreements and/or documents shall be recorded by the Village at the sole cost and expense of the Developer.

J. Term and Date of Agreement: The term of this Agreement shall be for one (1) year from the date of the approval of the execution hereof by the Corporate Authorities of the Village of Romeoville, or upon any sale or conveyance of the Subject Property, whichever shall first occur, unless otherwise sooner terminated in accordance with its terms. In the event of any termination of this Agreement for any reason, the Village shall have the immediate right to enforce its ordinances pertaining to any violation of the same then existing with respect to the use being made of the Subject Property or the condition of the Subject Property. The use of the phrase, "term of this

Agreement”, or similar words or phrases in this Agreement, shall include any extension of this Agreement.

K. Developer’s Construction Activities: The Developer agrees to defend and hold the Village harmless from any and all claims which may arise out of any construction activities on the Subject Property, except those which are conducted by the Village or the Village’s employees or agents from which the Village agrees to defend and hold Developer harmless.

L. Indemnification: In the event that, as a result of this Agreement, or actions taken as required hereunder, the Village is made a party defendant in any litigation, arbitration or other proceeding other than litigation, arbitration or other proceeding between the Developer and the Village or litigation, arbitration or other proceeding between the Village, Developer and another municipality, Developer agrees to defend, indemnify and hold harmless the Village, its president, trustees, officers, and agents thereof, individually and collectively, from any suits and from any claims, demands, setoffs or other actions including, but not limited to judgments arising therefrom. The obligation of the Developer hereunder shall include and extend to payment of reasonable attorneys’ fees for the representation of the Village and its said officers and agents in such litigation and shall include expenses, court costs and fees; it being understood that the Village shall have the right to employ all such attorneys to represent the Village and its officers and agents in such litigation. Developer shall have the right to request that the Village appeal to courts of appellate jurisdiction any judgment taken against the Village or its officers or agents in this respect, and the Village shall join in any such appeal taken by the Developer.

M. Public Improvements: Unless otherwise provided herein, the construction and installation of all public improvements required or contemplated hereby shall conform to and be in compliance with the Village ordinances then in effect at the time of the construction and installation of the same.

N. Intentionally Omitted.

O. Actions by Parties/Right to Cure: In the event of an alleged default on all or any part of this Settlement Agreement, prior to and as a condition of instituting legal proceedings, the non-defaulting party shall give the defaulting party specific written notice of such default, in the manner provided herein. The alleged defaulting party shall have thirty (30) days to cure said default. If the defaulting party does not cure said default during the thirty (30) day period, the non-defaulting party may take any and all steps necessary to address such default, including, but not limited to, instituting any necessary legal action. Developer shall not have a right to recover a judgment for monetary damages against any elected or appointed official or any employee, agent or consultant of the Village for any breach of any of the terms of this Settlement Agreement.

P. No Personal Liability of Corporate Authorities: The parties acknowledge and agree that the individuals who are members of the group constituting the corporate authorities of the Village are entering into this Agreement in their corporate capacities as members of such group and shall have no personal liability in their individual capacities.

Q. Notices: Notices or other writings which any party is required to or may wish to serve upon any other party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Village:

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

with a copy to:

Rich Vogel
Tracy, Johnson & Wilson
2801 Black Road
Joliet, IL 60432

If to the Developer:

George C. Bravos,
Trustee of the George C. Bravos
Declaration of Trust
dated August 10, 2005, and known as
Trust No. 118318-07
8 McGlashen Court

South Barrington, IL 60010

with a copy to:

Richard J. Kavanagh
Kavanagh, Grumley and Gorbold LLC
111 N Ottawa St
Joliet, IL 60432

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

R. Amendments: This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between Developer and the Village relative to the subject matter hereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by them. In the event such amendment applies only to a portion of the Subject Property, then only the owners of the portion of the Subject Property proposed to be affected by such amendment shall be required to consent to and execute such amendment.

S. Invalidity of any Provision: If any provision, clause, word or designation of this Agreement is held to be invalid by any court of competent jurisdiction, such provision, clause, word or designation shall be deemed to be excised from this Agreement and the invalidity thereof shall not affect any other provision, clause, word or designation contained herein.

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

VILLAGE OF ROMEOVILLE,
a municipal corporation,

By: _____
Village President

Attest: _____
Village Clerk

Developer:

George C. Bravos,
Trustee of the George C. Bravos Declaration
of Trust dated August 10, 2005, and known
as Trust No. 118318-07

By: _____

Attest: _____

Exhibit A—Legal Description of the Subject Property

The Subject Property consists of two tracts of property, which are respectively legally
described as follows:

Tract 1

LOT 2 OF ROMEO ROAD RESUB OF LOT 23 IN BLK 1 IN THE RESUB OF HAMPTON PARK UNIT 11, BEING A SUB OF PRT OF THE NW1/4 OF SEC. 3 T36N-R10E (EX THRFRM THE FOLL 3 TRACTS: TRACT 1: THAT PRT OF LOT 2 DAF, BEG AT THE SE COR OF LOT 2; THC W'LY ALG THE S LN OF SD LOT 2, A DIST OF 180 FT; THC N'LY ALG A LN PARL WITH THE E LN OF LOT 2, A DIST OF 95 FT; THC E'LY ALG A LN PARL WITH THE S LN OF SD LOT 2, A DIST OF 180 FT TO A PT ON THE E LN OF LOT 2; THC S'LY ALG THE E LN OF LOT 2, BEING ALSO THE W ROW LN OF RTE 53, A DIST A 95 FT TO THE POB. TRACT 2: THAT PRT OF LOT 2 DAF: COMM AT THE SE COR OF SD LOT 2; THC N ALG THE E LN OF SD LOT 2, BEING ALSO THE W LN OF RTE 53, A DIST OF 129.76 FT (R), 129.82 FT (M) FOR A POB; THC CONT N ALG THE E LN OF LOT 2 AND THE W LN OF RTE 53, A DIST OF 110.50 FT TO THE SOUTHERNMOST N LN OF LOT 2, A DIST OF 180 FT; THC S ALG A LN PARL WITH THE E LN OF LOT 2, A DIST OF 110.50 FT; THC E PARL WITH THE SOUTHERNMOST N LN OF LOT 2, A DIST OF 180 FT TO THE POB. TRACT 3: THAT PRT OF LOT 2, DAF: BEG AT THE NORTHERNMOST NE COR OF SD LOT 2: THC S ALG THE E LN OF LOT 2, A DIST OF 283 FT; THC W AT RIGHT ANGLES TO THE LAST DESC COURSE, A DIST OF 15 FT; THC ON A DEFLECTION ANGLE TO THE NW OF 54 DEG 29'10" FROM THE PROLONGATION OF THE LAST DESC COURSE, A DIST OF 251.20 FT; THC ON A DEFLECTION ANGLE TO THE N OF 33 DEG 33'15" FROM THE PROLONGATION OF THE LAST DESC COURSE, A DIST OF 73 FT TO THE N LN OF LOT 2; THC E ALG THE N LN OF LOT 2, A DIST OF 163.50 FT TO THE POB).

Common address—318 through 340 N. Independence Boulevard

PIN—11-04-03-103-039-0000

Tract 2

THAT PRT OF LOT 2 DAF: BEG AT THE NORTHERNMOST NE COR OF SD LOT 2; THC S ALG THE E LN OF LOT 2, 283 FT; THC W AT RIGHT ANGLES TO THE

LAST DESC COURSE 15 FT; THC ON A DEFLECTION ANGLE TO THE NW OF 54 DEG 29'10" FROM THE PRLGN OF THE LAST DESC COURSE, 251.20 FT; THC ON A DEFLECTION ANGLE TO THE N OF 33 DEG 33'15" FROM THE PRLGN OF THE LAST DESC COURSE, 73 FT TO THE N LN OF LOT 2; THC E ALG THE N LN OF LOT 2, 163.50 FT TO THE POB.

Common address—101 W. Romeo Road

PIN—11-04-03-103-038-0000

Exhibit B—Enforcement Proceedings before Village Administrative Adjudication
Hearing Officer

Parking Lot Violation on Subject Property (Tract 1 and Tract 2)

Section 302.3, 2015 Property Maintenance Code (Chapter 151 of Village Code of Ordinances)—Parking lot in disrepair. Cut and patch all damaged areas, sealcoat and restripe parking lot, remove and replace all broken/cracked parking blocks

Tenant Rental Inspection Violation on Subject Property (Tract 1 Only)

Section 155.04 Village Code of Ordinances—Failure to obtain rental inspection of 334 N. Independence (Tenant—Omega Chrome Shop LLC)

Storm Drainage (Tract 1 and Tract 2)

Section 507.1, 2015 International Property Maintenance Code (Chapter 151 of Village Code of Ordinances)—Storm drainage violation. Drainage of roofs and paved areas on premises not to be discharged in a manner creating a public nuisance. All roof drainage to be discharged to storm sewer.

Lighting (Tract 1 and Tract 2)

Section 159.70(M)(16) of Village Code of Ordinances—Maintain lighting in operable condition in accordance with 2015 Property Maintenance Code (Chapter 151 of Village Code of Ordinances). Repaint all inoperable or missing lighting fixtures, repaint existing light poles, rewire or otherwise restore all lighting fixtures to functioning condition.

Exhibit C—Cross Access Agreement