

**AMENDMENT TO DEVELOPMENT AGREEMENT DATED AS OF  
DECEMBER 19, 2018**

This Amendment (the "Amendment") to a Development Agreement dated as of December 19, 2018 (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the Village of Romeoville, an Illinois home rule municipal corporation ("Village") and 815 Independence, LLC ("815"), 765 Independence, LLC ("765"), and 753 Independence, LLC ("753"). 815, 765 and 753 are hereinafter collectively referred to as "Developer".

**WITNESSETH:**

WHEREAS, Village and 815, and 765 have previously entered into the Agreement; and  
WHEREAS, 753 and 765 have, subsequent to the execution of the Agreement, acquired certain additional properties (the "Additional Property") legally described in Exhibit A attached hereto and incorporated herein by reference, which is adjacent and contiguous to the property subject to the Agreement; and

WHEREAS, the Additional Property, together with the property subject to the Agreement, are hereinafter referred to as the Entire Site; and

WHEREAS, Village and Developer desire to amend the Agreement so as to extend the provisions of the Agreement to include the Additional Property, and to provide for the revision of various terms and provisions of the Agreement as more fully hereinafter set forth; and

WHEREAS, among other matters, the parties contemplate revising the Agreement to modify the locations of and the terms, conditions and provisions of the continuation of certain uses conducted or to be conducted on the Entire Site, and to further provide for the future redevelopment of the Entire Site, all as more fully hereinafter set forth; and

WHEREAS, in addition to entering into this Amendment, the parties further intend that the Village shall take such actions as hereinafter provided to amend the existing special use permit planned unit development ordinance applicable to the property subject to the Agreement (the "Existing PUD Ordinance") to include the Entire Site, and the modifications to uses conducted or to be conducted on the Entire Site as hereinafter provided, subject to the parties'

execution of this Amendment and the Developer's submittal of a consistent development application requesting the Village's adoption of such an amendment to the Existing PUD Ordinance (the "Amended PUD Ordinance"); and

WHEREAS, the Amended PUD Ordinance shall, among other things, modify the location of and duration for the continued placement of fill material within the Entire Site or designated portions thereof, and shall also modify the location and duration for the continued parking of vehicles on other than a hard-paved surface, and shall terminate the permission granted by the Existing PUD Ordinance for the storage or parking of used passenger vehicles on a hard paved surface within the Entire Site in connection with the operations of a licensed used motor vehicle retailer conducted from property adjacent to the Entire Site owned by SS Apollo Family Restaurant, Inc.; and

WHEREAS, Village and Developer further desire to provide for the grant by Developer to Village of a relocated public utility easement for a pressure reduction valve (the "New PRV Easement") and the release of the existing public utility easement for a pressure reduction valve previously granted by Developer to Village, all without any other or further consideration; and

WHEREAS, to facilitate the future redevelopment of the Entire Site, Village and Developer further wish to provide for the relocation of existing Village watermain located along the Illinois Route 53 frontage of the Entire Site; and

WHEREAS, in recognition of the challenges anticipated in connection with the redevelopment of the Entire Site, Village shall make redevelopment incentives available to the Developer as hereinafter provided; and

WHEREAS, the Village has received from Developer a development application requesting the approval of the Amended PUD Ordinance, the terms of which are substantially as set forth in Exhibit B, a copy of which is attached hereto and incorporated herein by reference, and has conducted all public hearings thereon and has provided all public notice relating thereto required by the Illinois Municipal Code and the applicable ordinances of the Village;

WHEREAS, the aforesaid development application also requests the rezoning of the Additional Property to the P-B Planned Business zoning classification under the Village Zoning Ordinance (the "Additional Rezoning"); and

WHEREAS, the Village has conducted all public hearings thereon and has provided all public notice relating thereto required by the Illinois Municipal Code and the applicable ordinances of the Village required in connection with the Additional Rezoning; and

WHEREAS, the Village is willing to adopt the Amended PUD Ordinance and an ordinance providing for the rezoning of the Additional Property (the "Additional Rezoning Ordinance") subject to the parties' execution of this Amendment, and the Developer is willing to have the Village so adopt the Amended PUD Ordinance and the Additional Rezoning Ordinance and to enter into this Amendment upon the terms and conditions hereinafter set forth; and

WHEREAS, pursuant to Article VII, Section 10, of the Constitution of the State of Illinois, which permits Units of Local Government to contract with individuals, associations or corporations in any manner not prohibited by law or by ordinance, the Village and Developer desire to enter into this Amendment in order to regulate certain matters pertaining to the development of the Site in the manner and upon the terms and conditions contained in this Amendment; and

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

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

**SECTION 1: Incorporation of Recitals.** The recitals contained in the Preamble hereto are material and are hereby incorporated as a part of this Amendment. Developer and the Village shall fully cooperate with each other in carrying out the terms of this Amendment. The Parties represent that they have full authority to enter into this Amendment pursuant to law.

**SECTION 2: Acknowledgement of Existing Zoning; Additional Rezoning; Expansion of Additional Property.**

A. **Acknowledgement of Existing Zoning.** The parties acknowledge that the property subject to the Agreement has previously been classified withing the P-B Planned Business Zoning District of the Village, and that nothing herein shall be deemed to modify or affect such zoning classification.

B. Additional Property Rezoning Ordinance. Upon the parties' due execution of this Agreement and the Village's completion of the notice and public hearing procedures as hereinabove provided, the Village, at its next available meeting agenda thereafter, shall take such actions as are necessary to adopt the Additional Property Rezoning Ordinance.

SECTION 3: Amended PUD Ordinance; Replatting of Entire Site. Upon the parties' due execution of this Agreement and the Village's completion of the notice and public hearing procedures as hereinabove provided, the Village, at its next available meeting agenda thereafter, shall take such actions as are necessary to adopt the Amended PUD Ordinance, which shall include the terms and conditions hereinafter set forth in this Section 3 as supplemented by the provisions of Exhibit B, and which shall further provide that notwithstanding any contrary terms of applicable Village Ordinances (including but not limited to the Existing PUD Ordinance) or any contrary terms of the Existing Agreement:

A. That effective as of the adoption of the Amended PUD Ordinance, Developer and its tenants, licensees, assignees or affiliates shall terminate and thereafter refrain from the parking of used motor vehicles on any portion of the Entire Site where the same had previously been parked pursuant to Section 2.A(iv) of the Existing Agreement;

B. That the clean construction debris/filling operations being conducted on the Entire Site by Developer pursuant to the Existing Agreement shall be permitted to continue (in compliance with the provisions of Section 159.083(C) of the Village Code of Ordinances applicable to the conduct of fill placement uses) until December 31, 2028 (the "Fill Termination Date", which Fill Termination Date can be extended at the election of Developer until December 31, 2033 subject to the approval thereof by a vote of the corporate authorities of the Village, and provided further, that such operations shall specifically be permitted to be conducted on the Additional Property, but only from and after that date on which construction of the Route 53/Enterprise Drive traffic signal shall have been commenced, as more fully set forth in Section 5 of this Amendment;

C. That in connection with the conduct of clean construction debris/filling operations pursuant to Section 3.B. above, Developer shall be permitted to operate and maintain within the Entire Site such construction equipment, vehicles and other equipment used by Developer in the

conduct of fill operations and concrete and asphalt recycling, and to have semi-truck traffic entering, leaving and traveling through the Entire Site until the Fill Termination Date;

D. That Developer's parking of vehicles on other than hard-paved surfaces within the Entire Site consisting of trucks and trailers as previously permitted under the provisions of Section 2.A(iii) of the Existing Agreement shall be permitted to continue, subject to and in accordance with the following condition:

That the aforementioned parking of trucks and trailers on other than hard paved surfaces within the Entire Site ("Unpaved Parking Uses") shall terminate as of January 1, 2024 (the "New Trailer Parking Termination Date"), and truck and trailer parking shall thereafter only be permitted on the Entire Site in accordance with the applicable provisions of the Village Zoning Ordinance, and only as an accessory use to the occupancy of a principal building constructed or developed within the Entire Site or a subdivided lot created within the Entire Site;

E. That Developer has submitted to the Village a landscape plan that complies with the applicable ordinances of the Village, reflecting the restoration and enhancement of the existing landscaping and/or berming along the Illinois Route 53 frontage of the Entire Site installed or to have been installed pursuant to the Existing Agreement, and also reflecting the installation of enhanced landscaping and/or berming along the Illinois Route 53 frontage of the Additional Property, and upon the receipt of the same, and the Village hereby accepts and approves the same. A copy of the landscape plan is attached hereto and incorporated herein by reference as Exhibit C-2. Developer shall, on or before January 1, 2024, plant and install all landscaping and/or berming depicted in the approved landscape plan, and shall thereafter maintain the same in compliance with the applicable ordinances of the Village. Until such time as Developer shall have completed all landscaping and berming work reflected in Exhibit C-2, Developer shall not place any fill on any portion of the Additional Property at a location which is less than 300 feet from the Illinois Route 53 frontage of the Additional property.

F. Developer shall take account of its acquisition of the property commonly known as 761 N. Independence, Romeoville, Illinois in connection with its relocation of the existing village watermain as contemplated by Section 4.B of this Amendment, and shall specifically redesign and construct the watermain relocation so as to minimize and reduce the occurrence of sharper turns or more acute angles in the routing of the relocated Village watermain.

G. That at all times prior to the Fill Termination Date, Developer shall accept from the Village at no cost or charge to the Village loads of clean construction debris or other fill material, provided such material is excavated and/or generated by the Village by its own employees and delivered by the Village with its own vehicles and not by any contractor or other party performing work for the Village, for placement within the Entire Site, subject to and in compliance with the provisions of Section 159.083(C) of the Village Code of Ordinances and applicable IEPA regulations, provided, however, that Developer's obligations hereunder shall be limited to the acceptance of clean construction debris or other fill material generated by the Village and delivered to the Entire Site by the Village.

H. That in consideration of the ongoing impacts of the Developer's present and continuing use and operation of the Entire Site as a location for the placement of fill, Developer shall contribute to the Village the sum of \$100,000.00 for the Village's use as it deems appropriate to mitigate or offset these impacts. Such payment may be made in four equal annual installments commencing on May 1, 2022 and continuing thereafter on each subsequent May 1 until paid in full.

#### SECTION 4. PRV Easement; Watermain Relocation and Easement.

A. PRV Easement. Village and Developer acknowledge that they have previously entered into a certain easement agreement recorded as Document No. R2020073928 with the Will County Recorder's Office (the "Prior PRV Easement") providing for the grant of certain temporary and permanent easements and a right of entry for the Village's installation of a watermain pressure reduction valve (the "PRV") but that the location of the Prior PRV Easement no longer best suits the respective needs of the parties in light of Developer's acquisition of the Additional Property. Accordingly, Developer shall, within sixty (60) days from the date on which the Village adopts legislation approving this Agreement, execute and submit to the Village a new easement agreement providing temporary and permanent easements and a right of entry for the Village's installation of the PRV at the designated location (the "New PRV Easement"), in substantially the form attached hereto and incorporated herein as Exhibit C-3, and the Village shall thereafter take such actions as are necessary to execute and record the New PRV Easement. At the time of the recording of the New PRV Easement, the parties shall execute and record an

agreement vacating the Prior PRV Easement in substantially the form attached hereto and incorporated herein as Exhibit C-4. The parties further agree to cooperate reasonably with each other concerning a further relocation of the New PRV Easement in the event that underground conflicts are discovered preventing the reasonable or safe use of the New PRV Easement for its intended purpose. The parties also agree to enter into a mutually acceptable right of entry agreement to provide for Village access to the New PRV Easement Area through the Entire Site.

B. Watermain Relocation and Easements. Developer's construction of a signalized access point within the Entire Site to serve as the fourth leg of an intersection formed with Illinois Route 53 and Enterprise Drive as contemplated by Section 5 below (the "Intersection") necessitates the relocation of an existing Village watermain so it will avoid conflict with improvements located within the Entire Site. Accordingly, and subject to the Village's receipt, review and approval of such engineering submittals as it may require in connection therewith, Developer shall relocate the existing Village watermain to a new location within the Entire Site, and grant the Village a public utility easement of a minimum of fifteen feet in width, centered on the as-built location of the relocated watermain, including any right of entry to the Entire Site necessary for future Village maintenance of the relocated watermain, at no cost or charge to the Village. The existing location of the watermain and the location for the relocated watermain shall be as generally depicted in Exhibit D, a copy of which is attached hereto and incorporated herein by reference. Village and Developer also acknowledge that future IDOT widening or improvement to Illinois Route 53 or Developer's redevelopment of the Entire Site have the potential to place portions of the relocated watermain under hard surfaced pavement, and in either of such events Developer shall, within ninety (90) days of the Village's request therefor, grant the Village a public utility easement together with temporary construction easements and rights of entry to the Entire Site to facilitate the Village's further relocation of the watermain, at no cost or charge to the Village. Village shall be responsible for all costs incurred, including restoration costs, in connection with any such future watermain relocation.

SECTION 5: Illinois Route 53/Enterprise Drive Traffic Signal. Village and Developer acknowledge that as of the date of this Amendment, Developer has obtained all necessary IDOT permits and approvals and approvals from other agencies or third parties necessary to construct

the signalized access point within the Entire Site to serve as the fourth leg of an intersection formed with Illinois Route 53 and Enterprise Drive, all as more fully set forth in Section 3 of the Agreement, and that Developer shall continue to pursue and shall complete the construction of the traffic signal as set forth in said Section 3 of the Agreement. Developer's construction of the traffic signal as set forth in Section 3 of the Agreement shall also include the installation of illuminated street signs acceptable to IDOT at Developer's cost and expense.

#### SECTION 6: Redevelopment Incentives.

A. Future Incentives. Village and Developer acknowledge that the Entire Site is located within the Independence Boulevard TIF District, and based thereon, and in recognition of the challenges presented by the ongoing and future redevelopment of the Entire Site, the Village intends to support the future redevelopment of the Entire Site with incentives to be funded by the revenues generated by the Independence Boulevard TIF District. Consistent with the Village's standard practices concerning the provision of redevelopment incentives, any such future incentives to be provided by the Village in connection with the redevelopment of the Entire Site shall be subject to the Village TIF consultant's prior evaluation of the proposed redevelopment project, shall be memorialized in the Village's standard form of redevelopment agreement, shall be payable solely from incremental tax revenues generated by the Entire Site and actually received by the Village, and shall be solely payable to reimburse the future redeveloper of the entire Site or a relevant portion thereof for costs otherwise eligible for reimbursement under the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et. seq.

B. Traffic Signal Incentive. Village and Developer acknowledge that Section 3.C. of the Agreement presently provides for a redevelopment incentive to the Developer for the construction of a signalized access point to the Entire Site as the fourth leg of the intersection formed by Enterprise Drive and Illinois Route 53, that Developer has as of the date of this Amendment obtained all necessary permits and approvals from the Illinois Department of Transportation to authorize the construction, and that Developer has represented to the Village that the presently anticipated cost to construct the contemplated signalized access point exceeds the estimate of the cost to construct the signalized access point at the time that the parties entered into the Agreement. In light of this anticipated cost increase, and in consideration of the further and future redevelopment of the Entire Site, the Village, in lieu of the redevelopment incentive

previously provided pursuant to Section 3.C. of the Agreement, provide to the Developer a redevelopment incentive in an amount equal to sixty five percent (65%) of Developer's as-built cost to construct the contemplated signalized access point, subject to the following conditions:

- (i) That the Developer and the Village shall enter into the Village's standard form of redevelopment agreement to memorialize the incentive provided by the Village in support of the Developer's construction of the signalized access point;
- (ii) That the Village's obligation to reimburse the Developer for an amount equal to sixty five percent (65%) of Developer's as-built cost to construct the contemplated signalized access point shall be limited or capped at a maximum total amount of one million five hundred thousand dollars (\$1,500,000), with the Village having no obligation to make any reimbursement to the Developer toward its costs to construct the signalized access point in excess of that amount;
- (iii) That the Village's obligation to reimburse the Developer for an amount equal to sixty five percent (65%) of Developer's as-built cost to construct the contemplated signalized access point shall be payable solely from the incremental tax revenue generated by the redevelopment of the Entire Site, and shall not be due or payable by the Village from any other source of funds whatsoever; and
- (iv) That in any given year, the Village's obligations to reimburse the Developer for costs incurred in constructing the contemplated signalized access point shall not exceed seventy percent (70%) of the incremental tax revenues generated by the Entire Site in such year.

#### **SECTION 7. General Provisions.**

A. **Developer's Faithful Performance.** It is understood and agreed by the Parties hereto that, in the event that Developer shall assign, convey or otherwise transfer its interest in the Entire Site or any portion or parcel thereof at any time during the term of this Amendment or of the Amended PUD Ordinance, all the obligations and responsibilities of the Developer, as herein set forth shall devolve upon and be assumed by such assignee, grantee or transferee, and the Developer shall be released from all obligations which relate to any portion of the Site as may have been sold or conveyed, but only upon the posting of financial security by the proposed assignee, grantee or transferee for any remaining unperformed obligation for which financial

security is required under the ordinances of the Village or this Amendment, and the presentation to the Village of a written instrument executed by such proposed assignee, grantee or transferee assuming and agreeing to be bound by the terms and conditions of this Amendment.

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

C. 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.

D. Other Ordinances, Codes, Rules, Regulations, Resolutions and Applicable Law. Except as expressly provided to the contrary, 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, provided, however, that in the event of any conflict between the terms of this Amendment and the terms of any such ordinance, code, rule regulation or resolution, the terms of this Amendment shall prevail. In addition, wherever this Amendment provides that a particular ordinance, code, rule, regulation or resolution is applicable, said provisions shall also automatically include any amendments thereto, except as expressly set forth in this Amendment.

E. Singular and Plural. Wherever appropriate in this Amendment, the singular shall include the plural, and the plural shall include the singular.

F. Section Headings and Subheadings. All section headings or other headings in this Amendment 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.

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

H. Term and Date of Amendment; Termination. The term of this Amendment shall be for so long as the Site remains subject to the Amended PUD Ordinance. The date of this Amendment shall be the date on which the corporate authorities of the Village of Romeoville adopt legislation authorizing the execution of this Amendment. The use of the phrase, "term of this Amendment." or similar words or phrases in this Amendment, shall include any extension of this Amendment approved by the Corporate Authorities of the Village. In the event of any default under the provisions of this Amendment, the non-defaulting Party shall give the defaulting Party specific written notice of such default, in the manner provided herein. The alleged defaulting Party shall have thirty (30) days to cure said default. If the defaulting Party does not cure said default during the thirty (30) day period, or is not diligently pursuing the cure of said default, the Amendment may thereafter be terminated by written notice from the non-defaulting party directed to the defaulting party, except that the provisions of Section 7.1. of this Amendment shall survive any such termination (or any expiration) of this Amendment, and provided further, that no such termination of this Amendment shall prejudice or affect the rights of the Parties hereunder to institute, maintain or continue the prosecution of litigation in relation to any breach of this Amendment alleged to have occurred prior to any such termination (or any expiration) of this Amendment.

I. Indemnification. Developer shall indemnify and hold Village (together with Village's officials, officers, employees, agents, servants, successors and assigns the "Village Indemnitees") harmless from any loss, cost, damage, claim, action, proceeding (whether judicial, governmental, regulatory or otherwise), judgment, fine, lien, liability or expense (including but not limited to reasonable attorneys' and other professional consultants' fees) (collectively, "Claims") asserted by any person or entity arising from or that are claimed to arise or in any way be founded upon Developer's breach of this Amendment or upon Developer's performance of any construction activities, or its performance of activities pursuant to and as may be permitted by the Amended PUD Ordinance, regardless of whether litigation or any like proceeding ensues or not; provided, however, Developer shall not be obligated to indemnify or hold harmless Village Indemnitees for Claims to the extent arising out of or connected with the negligent acts

or omissions, willful misconduct or illegal acts of any Village Indemnitees. The foregoing indemnification and hold harmless provisions shall also survive any termination of this Amendment and any declaration of the invalidity of this Amendment as a whole or of any other term or provision of this Amendment.

J. Developer's Construction and Compliance Obligations. All Developer's use of any Village public street, road, easement area or other Village-owned property hereunder for any construction activities shall be in conformity with all applicable statutes, ordinances, rules, regulations and orders of all governmental authorities having jurisdiction. Copies of all relevant permits or other required approvals or satisfactory evidence thereof shall be furnished to Village. During any construction or the performance of any other work contemplated hereby, Developer shall not obstruct or interfere with Village's right of access to or use of any Village public street, road, easement area or other Village-owned property. All design, construction, installation, use, operation and maintenance of improvements in any Village public street, road, easement area or other Village-owned property shall be performed in conformity with all applicable statutes, ordinances, rules, regulations and orders of all governmental authorities having jurisdiction. Except in the case of a bona fide emergency where repairs are immediately necessary to protect the health and safety of the public or to comply with regulatory requirements, Developer shall provide Village with not less than thirty (30) days advance notice of any work (including routine maintenance) that requires excavation by means of heavy equipment so that Village may take such actions as Village deems necessary for the protection of Village's facilities in the area of Developer's proposed work. Developer shall postpone the commencement of its work until such time as Village has completed any and all such protective work. Any cost and expenses of such protective work shall be borne by Developer and paid by Developer within thirty (30) days after receipt of a bill for the cost of such work from the Village. If Developer damages any such underground or other facilities of the Village or others in the course of its work, Developer will promptly reimburse Village or the owner of such equipment or facilities for any and all expenses incurred in repairing or replacing such damage. Exclusive of bona fide emergencies as aforesaid or in response to line locates (i.e., JULIE notices), Developer shall also provide Village with 48 hours' notice of its entry onto any Village public street, road, easement area or other Village-owned property for the performance of any work contemplated hereby. In the event of any emergency repairs necessary for the protection of public health and safety, Developer need not

provide advance notice to Village of such work but shall exercise all possible diligence to notify Village of the performance of and circumstances creating the need for such work as soon as possible but in any event within four (4) hours of Developer's becoming aware of the need for such work. Such notice shall be provided by calling the Village Police Non-Emergency line at 815-886-7219 outside of normal business hours, and by calling the Village Department of Public Works during normal business hours at 815-886-1870. As used herein, "normal business hours" shall be from 7:00 a.m. to 3:00 p.m., Monday through Friday, excluding legal holidays. Written notification of the same along with a detailed description of the work performed and the manner of its performance shall be provided to the Village within 48 hours of the performance of such work or on the commencement of the first normal business day thereafter.

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

L. Actions by Parties/Right to Cure. In the event of an alleged default under all or any provision of this Amendment, prior to and as a condition of instituting legal proceedings, the non-defaulting Party shall give the defaulting Party specific written notice of such default, in the manner provided herein. The alleged defaulting Party shall have thirty (30) days to cure said default. If the defaulting Party does not cure said default during the thirty (30) day period, or is not diligently pursuing the cure of said default, the non-defaulting Party may take any and all steps necessary to address such default, including but not limited to the commencement of litigation in relation to the default. Additionally, the non-defaulting Party may exercise its right of termination under Section 7.H. of this Amendment, without prejudice to any litigation commenced, maintained or prosecuted with respect to any default occurring prior to any such termination of this Amendment. Developer shall not have a right to recover a judgment for monetary damages against any elected or appointed official of the Village for any breach of any of the terms of this Amendment. The Village reserves the right to maintain an action to recover damages or any sums which Developer has agreed to pay pursuant to this Amendment and which have become due and remain unpaid. In the event the Village maintains such an action and judgment is entered in favor of the Village or the Village accepts a settlement, then the Village is entitled to repayment of its reasonable attorneys' fees for prosecuting said action.

**M. 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 Amendment in their corporate capacities as members of such group and shall have no personal liability in their individual capacities.

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

***If to the Village:***

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

***with a copy to:***

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

***If to the Developer:***

FS Real Estate, LLC  
310 Center Street  
Hillside, IL 60162  
Attn.: Tim Winter

***with a copy to:***

O'Rourke, Hogan, Fowler & Dwyer  
10. S. LaSalle Street, Suite 3700  
Chicago, IL 60603  
Attn.: William T. Dwyer, Jr.

All notices will be deemed given, one (1) Business Day following deposit if delivered to an overnight courier guaranteeing nationwide next day delivery (*e.g.*, UPS or FedEx), and on the same day if sent by personal delivery. Attorneys for each party will be authorized to give notices for each such party. Any party may change its address for the service of notice by giving written notice of such change to the other party in any manner above specified.

O. Amendments. This Amendment 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 Amendment shall be binding upon the Parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

P. Invalidity of any Provision. If any provision, clause, word or designation of this Amendment 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 Amendment and the invalidity thereof shall not affect any other provision, clause, word or designation contained herein.

Q. Assignment. The Amendment may not be assigned by Developer without the prior written consent of the Village; provided, however, that Developer may assign its rights under the Amendment to an affiliate, parent or subsidiary of Developer, or an entity in which Developer has an ownership interest, whether as a partner, member or shareholder.

R. Effect of Amendment. The terms and provisions of this Amendment shall supersede and control over any conflicting or inconsistent terms, conditions or provisions of the Agreement but all other terms, conditions and provisions of the Agreement are currently and shall remain in full force and effect, and the same shall not in any way be altered, affected, modified, limited or construed by the terms, conditions and provisions of this Amendment. Any term used and defined in the Agreement and also used or referred to in this Amendment shall have the same meaning in this Amendment as set forth therefor in the Agreement. This Amendment and the Agreement, taken together, set forth all the promises, inducements, agreements, conditions and understandings between Developer and the Village relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are set forth therein. Except as herein otherwise provided, no other or subsequent alteration, amendment, change or addition to the Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

**SIGNATURES ON FOLLOWING PAGE**

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

**Village:**

**VILLAGE OF ROMEOVILLE,**  
An Illinois Municipal Corporation

*Attest:*

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

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

Name: John D. Noak

Name: Dr. Bernice Holloway

Its: Village President

Its: Village Clerk

**Developer:**

**815 Independence, LLC**

*Attest:*

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

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

Name: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_

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

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

\_\_\_\_\_

**765 Independence, LLC**

By:

\_\_\_\_\_

Name:

\_\_\_\_\_

Its:

\_\_\_\_\_

*Attest:*

By:

\_\_\_\_\_

Name:

\_\_\_\_\_

Its:

\_\_\_\_\_

**753 Independence, LLC**

By:

\_\_\_\_\_

Name:

\_\_\_\_\_

Its:

\_\_\_\_\_

*Attest:*

By:

\_\_\_\_\_

Name:

\_\_\_\_\_

Its:

\_\_\_\_\_

## **Exhibit A**

### **Parcel 1: 753 N. Independence Blvd, 12-02-27-401-002-0000**

THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 37 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE TOWNSHIP, WILL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE ORIGINAL CENTER LINE OF THE OLD CHICAGO ROAD (NOW U.S. HIGHWAY ROUTE 66A) THAT IS 6.98 FEET NORTHEASTERLY (MEASURED ALONG THE SAID ORIGINAL CENTER LINE) OF THE WEST LINE OF THE SAID SOUTHEAST QUARTER, THENCE NORTHEASTERLY ALONG THE SAID ORIGINAL CENTER LINE OF SAID ROAD, 115.00 FEET, THENCE SOUTHEASTERLY 49.00 FEET TO A POINT IN THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE SAID HIGHWAY THAT IS 175.00 FEET NORTHEASTERLY (MEASURED ALONG THE SAID SOUTHEASTERLY RIGHT OF WAY LINE) OF THE SAID WEST LINE OF THE SOUTHEAST QUARTER, THENCE SOUTHEASTERLY 422.73 FEET TO A POINT IN THE SOUTH LINE OF THE SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER THAT IS 459.38 FEET EAST OF THE SAID SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, THENCE WEST ALONG THE SAID SOUTH LINE OF THE SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, 159.80 FEET, THENCE NORTHWESTERLY 313.20 FEET TO A POINT IN THE SAID SOUTHEASTERLY RIGHT OF WAY LINE OF THE SAID HIGHWAY, THAT IS 60.00 FEET NORTHWESTERLY (MEASURED ALONG THE SAID SOUTHEASTERLY RIGHT OF WAY LINE) OF THE SAID WEST LINE OF THE SOUTHEAST QUARTER, THENCE NORTHWESTERLY 53.05 FEET TO THE POINT OF BEGINNING EXCEPTING ANY PORTION OF THE PREMISES IN QUESTION CONTAINED IN OOED135, DEPARTMENT OF TRANSPORTATION BY THE LIS PENDENS NOTICE RECORDED JULY 18, 2000 AS DOCUMENT NO. R2000076679, IN WILL COUNTY, ILLINOIS.

### **Parcel 2: 759 N. Independence Blvd, 12-02-27-401-003-0000**

THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27, IN TOWNSHIP 37 NORTH, AND IN RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER OF THE HIGHWAY KNOWN AS THE "CHICAGO ROAD", EXCEPT THAT PART OF SAID TRACT LYING NORTHEAST OF A LINE DESCRIBED AS BEGINNING AT A POINT 20 CHAINS EAST AND 20 CHAINS SOUTH OF THE CENTER OF SAID SECTION 27, AND RUNNING THENCE NORTH 55 DEGREES WEST TO THE CENTER OF SAID HIGHWAY; FURTHER EXCEPTING THEREFROM THAT PORTION AS CONVEYED IN DEED DOCUMENT NO. 937617, AND DOCUMENT NO. 937618, AND RE-RECORDED AS DOCUMENT NO. 950023, AND DOCUMENT NO. 863160, FURTHER EXCEPTING ANY PORTION OF THE PREMISES IN QUESTION CONTAINED IN OOED135, DEPARTMENT OF TRANSPORTATION BY THE LIS PENDENS NOTICE RECORDED JULY 18, 2000 AS DOCUMENT NO. R2000076679, IN WILL COUNTY, ILLINOIS.

**Parcel 3: 761 N. Independence Blvd, 12-02-27-401-004-0000**

THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27, IN TOWNSHIP 37 NORTH, AND IN RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE TOWNSHIP, WILL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE ORIGINAL CENTER LINE OF THE OLD CHICAGO ROAD (NOW U.S. HIGHWAY ROUTE NO. 66A) THAT IS 494.86 FEET NORTHEASTERLY FROM ITS POINT OF INTERSECTION WITH THE WEST LINE OF THE SAID SOUTHEAST QUARTER, THENCE NORTHEASTERLY ALONG THE SAID ORIGINAL CENTER LINE OF THE SAID CHICAGO ROAD, 109.7 FEET TO A POINT, THENCE SOUTH 55 DEGREES EAST 245.15 FEET TO A POINT, THENCE SOUTH 48 DEGREES 16 FEET WEST 110.0 FEET TO A POINT, THENCE NORTH 55 DEGREES WEST 243.45 FEET TO POINT OF BEGINNING IN WILL COUNTY, ILLINOIS.

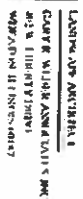
**Exhibit B—Amended PUD Terms and Conditions**

**Exhibit C and C-1—Intentionally Omitted**

## Exhibit C-2—Landscaping Plan

# Romeoville, Illinois

**CONSULTANTS:**

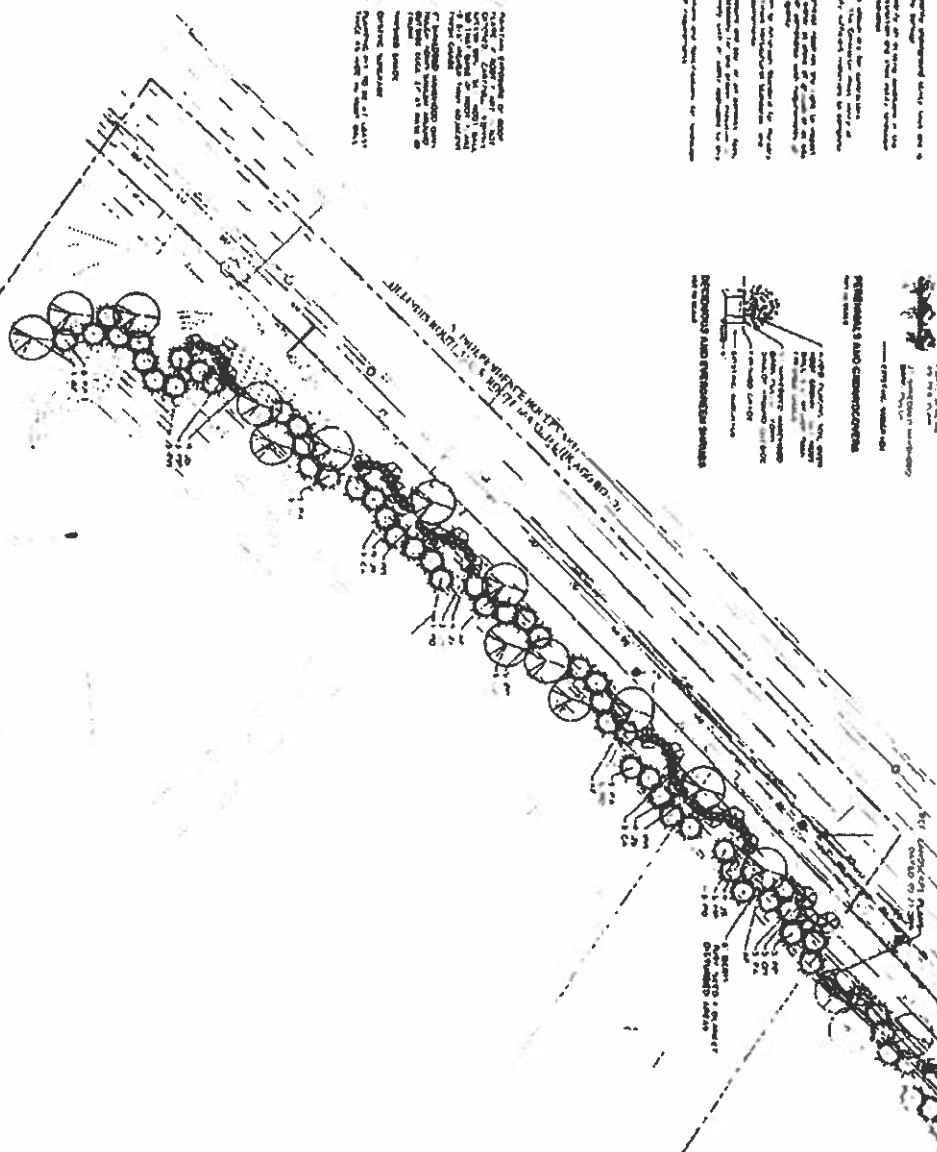


1000

[illegible]

[illegible]

1. Determine whether either preprogrammed device (such as the alarm clock) or the person (such as the alarm clock user) is the source of the problem.
2. Establish the cause of the problem. Is the problem a lack of knowledge, a lack of skill, or a lack of motivation?
3. Determine whether the problem is a lack of knowledge, a lack of skill, or a lack of motivation.
4. Determine whether the problem is a lack of knowledge, a lack of skill, or a lack of motivation.
5. Determine whether the problem is a lack of knowledge, a lack of skill, or a lack of motivation.
6. Determine whether the problem is a lack of knowledge, a lack of skill, or a lack of motivation.
7. Determine whether the problem is a lack of knowledge, a lack of skill, or a lack of motivation.
8. Determine whether the problem is a lack of knowledge, a lack of skill, or a lack of motivation.
9. Determine whether the problem is a lack of knowledge, a lack of skill, or a lack of motivation.
10. Determine whether the problem is a lack of knowledge, a lack of skill, or a lack of motivation.

[illegible]

LANDSCAPE PLAN

0 15 30 60 90

SCALE: 1"=30'

NORTH

DATE 10/25/2001  
 EXPIRATION DATE 12/31/2001  
 REPORT DATE 01/01/2002  
 REPORT TYPE 20F 2

**Exhibit C-3—New PRV Easement Agreement**

**TEMPORARY AND PERMANENT EASEMENT AGREEMENT**  
**(INDEPENDENCE BOULEVARD PRV STATION)**

**WITNESSETH:**

This Temporary and Permanent Easement Agreement ("Agreement") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the Village of Romeoville, an Illinois Municipal Corporation ("Village") and 759 Independence, LLC, an Illinois limited liability company ("Owner").

WHEREAS, Village has been and is in the process of improving its potable water supply system; and

WHEREAS, in connection with the foregoing, the Village has determined that it is necessary and desirable to acquire permanent and temporary easements for the construction, reconstruction, extension, maintenance and improvement of certain potable water system improvements including a pressure reduction valve or PRV and associated public utility improvements across a portion of certain real property owned by Owner, which easements and portion of such real property are legally described in Exhibit A hereto, a copy of which is attached hereto and incorporated herein by reference, and which Exhibit A further depicts the respective portions of such real property owned by Owner to be subject to the permanent and temporary easements contemplated herein; and

WHEREAS, the permanent and temporary easement areas depicted in Exhibit A hereto may sometimes hereinafter be respectively referred to as the Permanent Easement and the Temporary Easement, and may collectively be referred to as the Easement Area; and

WHEREAS, Owner owns other real property adjacent to the Easement Area described and depicted in Exhibit A-1 hereto, and hereinafter referred to as Owner's Property; and

WHEREAS, Owner desires to formally grant, dedicate and convey to the Village an easement over, on, upon, across and through the Permanent Easement and the Temporary Easement for purposes of the construction, reconstruction, extension, maintenance and improvement of a pressure reduction valve for the Village potable

water supply system and associated improvements, all in accordance with and subject to the terms and provisions of this Agreement; and

WHEREAS, the Permanent and Temporary Easement granted by this Agreement are intended to replace certain permanent and temporary easements granted pursuant to a prior agreement between the parties recorded as Document No. R2020073928 (the "Prior Easements") with the Will County Recorder's Office, and

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

1. Recitals. The foregoing recitals are incorporated into this Agreement as if fully set forth in this Section 1.

2. Grant of Easement.

A. Permanent Easement. Subject to the terms and provisions of this Agreement, Owner hereby grants, conveys and dedicates to the Village an easement over, on, upon, through, under and across the Permanent Easement for the construction, reconstruction, extension, maintenance and improvement of a pressure reduction valve for the Village potable water supply system and associated improvements. The Permanent Easement granted, dedicated and conveyed to the Village hereunder shall be a perpetual and permanent easement upon, over, under and across such property to conduct therein all such construction, excavation and other work related to the aforesaid purposes. Owner acknowledges that from and after the date first above named, it shall not construct or place any buildings, structures, permanent improvements or obstructions of any kind within the Permanent Easement.

B. Temporary Easement. Subject to the terms and provisions of this Agreement, Owner hereby grants, conveys and dedicates to the Village an easement over, on, upon, through, under and across the Temporary Easement for the construction, reconstruction, extension, maintenance and improvement of a pressure reduction valve for the Village potable water supply system and associated improvements. The Temporary Easement granted hereunder shall extend for a period of one year from the date first above named upon, over, under and across such property to conduct therein all such construction, excavation and other work related to the aforesaid purposes. Owner acknowledges that during the term of the Temporary Easement, it shall not construct or place any buildings, structures permanent improvements or obstructions of any kind within the Temporary Easement.

3. Village Restoration Obligations. Without otherwise limiting, modifying or affecting any other provision of this Agreement, the Village shall, at its sole cost and expense, repair and restore any damage to Owner's Property located outside of the Easement Area resulting from construction activities undertaken by the Village. Village shall also restore all other surface area of Owner's Property, including the Easement Area, to the condition in which it existed prior to the Village's construction activities (i.e., topsoil shall be replaced, and construction debris and rock shall be removed).

4. Ownership of Improvements. Village shall at all times retain title to, ownership of and control over all improvements of any nature or kind constructed or located by Village within the Permanent Easement as contemplated by the provisions of this Agreement.

5. Compensation to Owner for Grant of Easement Area.

A. Prior Easements. Owner acknowledges that it has previously received from the Village the sum of Ten Thousand and No/100 Dollars (\$10,000.00) as full and complete compensation for Owner's grant, conveyance and dedication to the Village of an easement over, upon, through, under and across the Easement Area, and that, subject to the Village's vacation and release of the Prior Easements as contemplated herein, Owner accepts such prior payment as full and complete payment for the easements herein granted.

B. Vacation of Prior Easements. Contemporaneously with the Village's receipt and recordation of a fully executed copy of this Agreement, the Village shall execute and record a Vacation and Release of the Prior Easements, in substantially the form attached hereto and incorporated herein as Exhibit B.

6. Miscellaneous Village and Contractor Obligations.

A. Access Points; Permits. Village and Owner shall coordinate all ingress and egress to and from the Easement Area for the performance of any work within the Easement Area. Village shall be responsible at its sole cost and expense to obtain in its own name all permits and approvals necessary to the performance of any work within the Easement Area.

B. Right of Entry Agreement. Prior to commencement of any work within the Easement Area and at all times while performing work within the Easement Area, each contractor employed by the Village and every subcontractor of such contractors shall enter into a Right of Entry Agreement ("ROE") with Owner in the form attached hereto as Exhibit C,

and maintain, and provide Owner with evidence of, the insurance coverages required under the ROE.

- C. Village Insurance Obligations. At any and all times when Village and/or any Village contractor shall enter upon or be performing work within the Easement Area, the Village shall maintain in force and effect policies of insurance having not less than the limits and coverages shown in Exhibit D, and Village shall furnish Owner with current certificates evidencing such insurance and expressly naming Owner as an additional insured thereunder prior to any entry or performance of work upon or within the Easement Area. All such insurance policies shall provide for not less than ten days' notice to Owner of alteration or cancellation thereof, shall be primary and non-contributory, and shall otherwise be in form and substance satisfactory to Owner and waive all rights of subrogation against the Owner.
  - D. Limitations on Use of Easement Area. Village and its contractors shall use the Easement Area for the purposes described in this Agreement, and for no other purposes whatsoever.
  - E. Village's Responsibility for Owner's Costs. Village shall pay for all reasonable costs and expenses incurred by Owner as a result of the Village's use of the easements herein granted if such costs and expenses were incurred by Owner after reasonable notice to Village.
  - F. Village's Inspectional Responsibilities. Prior to performing any work within the Easement Area, Village shall carefully inspect the Easement Area and the immediate surrounding area to ensure that the Village's performance of any such work shall not damage any surrounding properties, structures, utility lines or any subsurface lines or cables. Owner shall have the right to inspect the Easement Area at all times while Village or its contractors perform work within the Easement Area.
  - G. No Liens. Village shall keep the Easement Area and Owner's Property free from any and all liens and encumbrances arising out of Village's performance of work or, the furnishing of materials for such work, or otherwise relating to obligations incurred by the Village or its contractors in connection with such work.
7. Notice of Work. Except in bona fide emergency situations, Village shall provide Owner with not less than seventy-two (72) hours reasonable prior notice of its intention to commence construction activities within the Easement Area.

8. Indemnification. Village hereby indemnifies, defends and holds harmless Owner and its officers, directors, employees and agents of and from any and all liabilities, claims, damages, costs, expenses or judgments ("Claims") resulting from Village's use of the Easement Area as contemplated herein, excluding any such Claims caused by Owner's willful misconduct.
9. Successors. This Agreement and the easement to be granted pursuant hereto shall bind and inure to the benefit of Owner and Village, and their respective successors, assigns and grantees, and shall be deemed to constitute covenants running with the Easement Area and Owner's Property.
10. Owner's Rights. In the event of any breach of this Agreement by Village or its contractors, Owner shall retain all rights and remedies available at law in relation thereto.
11. Execution in Counterparts. This Agreement may be executed in a number of identical counterparts, and if so executed, each of such counterparts shall collectively constitute one Agreement, but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

IN WITNESS WHEREOF, Owner and Village have executed this Agreement all as of the date and year first above named.

**"Owner"**

759 Independence, LLC

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

**"VILLAGE"**

Village of Romeoville, an Illinois Municipal Corporation

BY: \_\_\_\_\_  
John D. Noak, Village President

ATTEST: \_\_\_\_\_  
Dr. Bernice Holloway, Village Clerk

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a notary public in and for said County and State, certify that \_\_\_\_\_ known to me to be the Manager of 759 Independence, LLC, appeared before me this day in person and acknowledged before me that he signed and delivered said instrument pursuant to authority given him by the Limited Liability Company Agreement of the said limited liability company as his free and voluntary act and as the free and voluntary act of the said limited liability company for the uses and purposes therein set forth.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022

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

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF WILL )

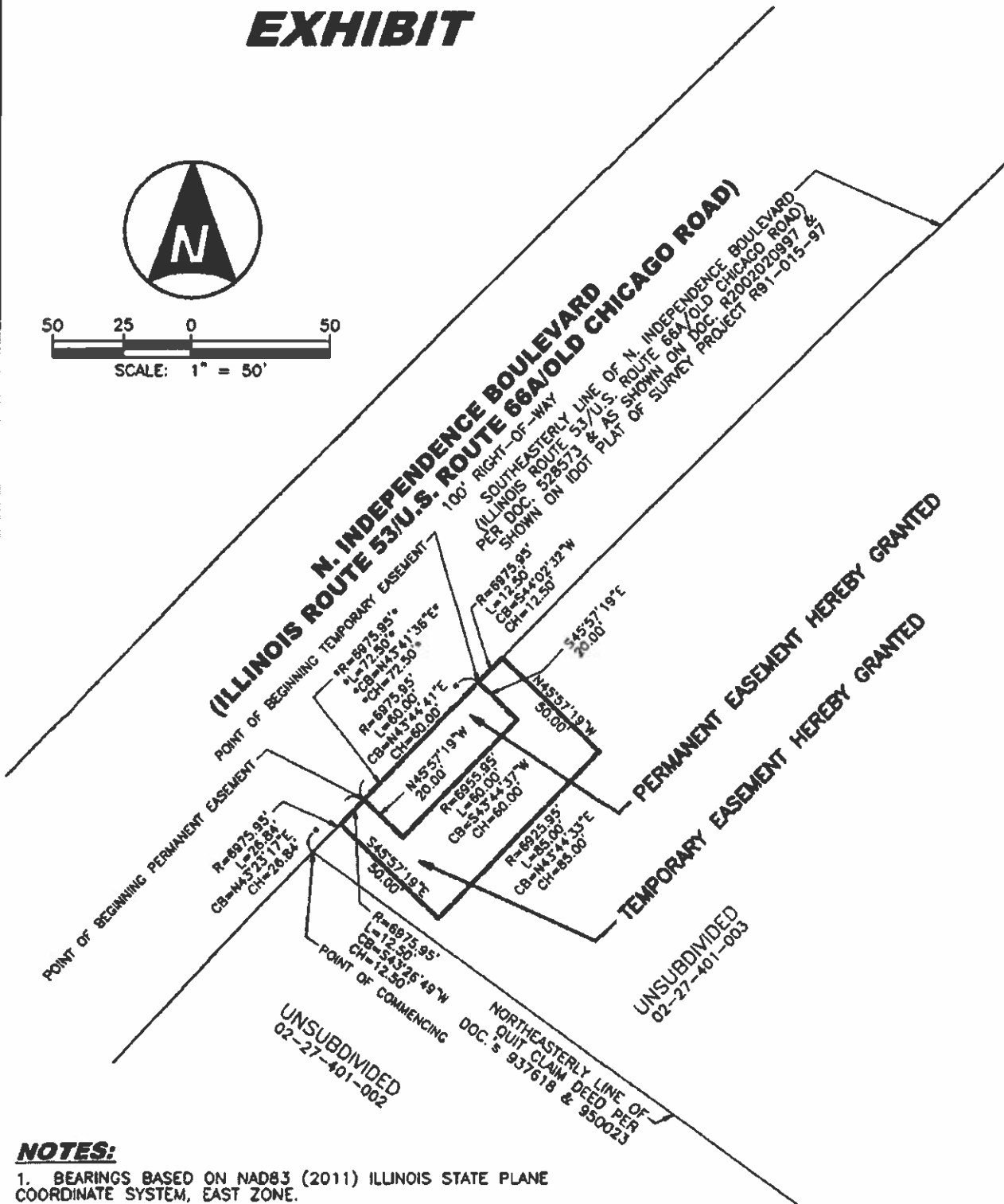
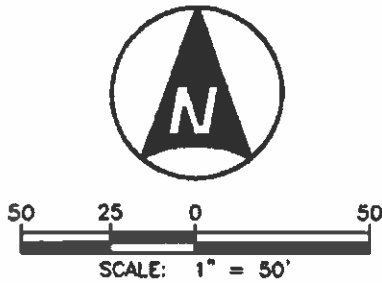
I, \_\_\_\_\_, a notary public in and for said County and State, certify that John D. Noak, personally known to me to be the Village President of the Village of Romeoville, Illinois, and Dr. Bernice Holloway, personally known to me to be the Clerk of said Village, and whose names are subscribed to this instrument, appeared before me this day in person and severally acknowledged before me that as such President and Clerk of the said Village they signed and delivered the said instrument and caused the corporate seal of the Village to be affixed thereto, pursuant to authority given therefor by the Board of Trustees of said Village, as their free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

**Exhibit A—Exhibit Depicting Easement Area and Permanent Easement  
and Temporary Easement**

# EXHIBIT



## NOTES:

1. BEARINGS BASED ON NAD83 (2011) ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE.
2. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
3. NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENTS.



Macdon Consultants, LLC  
9575 W. Higgins Road, Suite 500  
Rosemont, IL 60018  
(847) 965-1400  
www.macdonconsultants.com

DATE	DESCRIPTION OF REVISION	BY

LOT	-
DESIGNED	-
DRAWN	GKP
APPROVED	OAG
DATE	04-18-22
SCALE	1" = 80'

EXHIBIT  
PIN 02-27-401-003  
ROMEIOVILLE, ILLINOIS

SHEET	1 of 1
PROJECT	6178
DRAWN	CONSULTANTS LLC
DATE	04-18-22

**Exhibit A-1—Legal Description of Owner's Property**

**Exhibit B—Vacation and Release of Prior Easements**

**Prepared by and Return to:**

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

**VACATION AND RELEASE OF PERMANENT AND TEMPORARY  
EASEMENTS**

Release given this \_\_\_\_ day of \_\_\_\_\_, 2022, by the Village of Romeoville, an Illinois Municipal Corporation, to 765 Independence, LLC.

On or about July 15, 2020, 765 Independence, LLC granted to the Village of Romeoville, an Illinois Municipal Corporation, certain permanent and temporary easements more particularly described in an agreement between 765 Independence, LLC and the Village of Romeoville recorded with the Will County Recorder as Document Number R2020073928. For good and valuable consideration, the Village of Romeoville does, by this instrument, vacate and release to 765 Independence, LLC the Permanent and Temporary Easements described above situated within the real property identified as Exhibit A attached hereto, it being the intention of the Village of Romeoville to terminate such easement.

IN WITNESS WHEREOF, the Village of Romeoville has caused this Vacation and Release of Permanent and Temporary Easements to be executed as of the date first above written.

VILLAGE OF ROMEOVILLE, an Illinois  
Municipal Corporation.

By: \_\_\_\_\_  
John D. Noak  
Village President

Attest:

\_\_\_\_\_  
Dr. Bernice Holloway  
Village Clerk

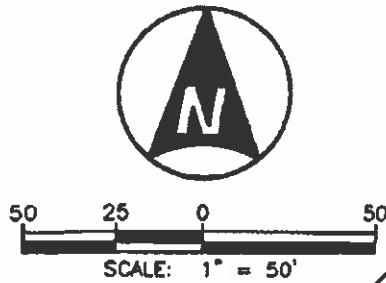
STATE OF ILLINOIS       )  
                                      ) SS:  
COUNTY OF WILL        )

I, the undersigned, a notary public in and for said County, in the State aforesaid, do hereby certify that John D. Noak, personally known to me to be the President of the Village of Romeoville, and Dr. Bernice Holloway, personally known to me to be the Clerk of the Village of Romeoville and personally known to be to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as such President and Clerk, respectively, as the free and voluntary act of the Village of Romeoville, for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
NOTARY PUBLIC

# EXHIBIT



**N. INDEPENDENCE BOULEVARD  
(ILLINOIS ROUTE 53/U.S. ROUTE 66A/OLD CHICAGO ROAD)**  
100' RIGHT-OF-WAY

SOUTHEASTERLY LINE OF N. INDEPENDENCE BOULEVARD  
(ILLINOIS ROUTE 53/U.S. ROUTE 66A/OLD CHICAGO ROAD)  
PER DOC. 528573 & AS SHOWN ON DOC. R2020073928  
SHOWN ON IDOT PLAT OF SURVEY PROJECT R91-015-97

PERMANENT EASEMENT PER DOC. R2020073928  
HEREBY VACATED

TEMPORARY EASEMENT PER DOC. R2020073928  
HEREBY VACATED

UNSUBDIVIDED  
02-27-401-004

UNSUBDIVIDED  
02-27-401-037

## NOTE:

1. NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENTS.



**Mackie Consultants, LLC**  
9573 W. Higgins Road, Suite 500  
Rosemont, IL 60018  
(847) 999-1400  
www.mackieconsult.com

DATE	DESCRIPTION OF REVISION	BY	SCALE	1" = 50'
			LOT	-
			DESIGNED	-
			DRAWN	GKF
			APPROVED	DAG
			DATE	04-18-22

**EXHIBIT**  
**PIN 02-27-401-037**  
**ROMEOLVILLE, ILLINOIS**

PROJECT	4179
PROJECT	4179
DATE	04-18-22
BY	DAG

SHEET  
**1** OF **1**

## EXHIBIT C

### GRANT OF RIGHT OF ENTRY

This Grant Right of Entry Agreement ("**Agreement**") is made this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between \_\_\_\_\_, LLC ("Grantor") and \_\_\_\_\_ ("Grantee").

#### Witnesseth

1. That the effective date of this Agreement shall be as of the date set forth above and shall terminate 365 days thereafter.
2. That Grantee and Grantee's agents, contractors and subcontractors (collectively referred to herein as "Grantee") be allowed to enter Grantor's property ("Premises") as depicted on Exhibit A attached hereto and made a part hereof for purposes of undertaking and completing the work set forth in Exhibit B attached hereto and made a part hereof ("Grantee's Work") on the Premises.
3. That access to the Premises shall be during regular business hours, 6am to 3:30pm Mon-Fri. Grantee shall not enter upon the Premises without first receiving permission from Grantor and without providing Grantor seventy-two (72) hours' notice via e-mail to Tim@FSrealestatellc.com. Said e-mail shall identify the contractor that will be entering upon the Premises, describe the work to be performed and the length of time the contractor expects to be on the Premises.
4. That Grantee shall coordinate ingress and egress access points to the Premises with Grantor.
5. That Grantee shall obtain in their own name and at their own cost all necessary permits and authorizations in order to undertake Grantee's Work.
6. Grantee shall procure and maintain at all times until termination of this Agreement at Grantee's sole cost and expense, insurance as specified below, and furnish evidence of such insurance coverage by way of certificates of insurance, naming Owner as additional insured, which insurance shall provide for 10 days' notice of alteration or cancellation directed to Grantor, and which insurance shall also meet the following requirements. All insurance required hereunder shall be primary and non-contributory. Each policy of

insurance shall include a provision in form and substance satisfactory to Grantor that the insurer waives all rights of subrogation against the Grantor.

- a. Automobile Liability insurance with combined single limit coverage of not less than \$2,000,000 for personal injuries or death per person; \$2,000,000 for personal injuries or death per occurrence; and \$2,000,000 for property damage; and
- b. Commercial General Liability insurance insuring both Grantor and Grantee with respect to occurrences on or about the Premises with combined single limits of not less than \$2,000,000 for personal injury and death and property damage per occurrence, and \$4,000,000 aggregate. Said insurance shall contain contractual coverage for Grantee specifically referring to this Grant of Right of Entry including but not limited to Grantee's agreement to indemnify and hold Grantor harmless to the extent provided in this agreement; and
- c. Workers' Compensation Occupational Disease and Employer's Liability insurance with statutory limits and limits of \$2,000,000 respectively.
- d. Grantee shall also maintain umbrella coverage in the amount of not less than \$3,000,000.

Each of Grantee's subcontractors shall procure and maintain at all times while entering upon the Premises insurance as specified above and furnish evidence of such insurance coverage by way of certificates of insurance naming Grantor, and Orange Crush, L.L.C. as additional insureds, which insurance shall provide for 10 days' notice of alteration or cancellation directed to Grantor.

7. That Grantee's Work, and Grantee's oversight of Grantee's Work, will commence in a timely fashion and be diligently prosecuted so as to allow for the anticipated completion of Grantee's Work.
8. That Grantee and Grantee's Contractors shall:
  - a. Use the Premises for no other purpose than above stated;
  - b. Pay for all costs and expenses;
  - c. Indemnify and save harmless the Grantor, its agents, contractors, employees and officers (collectively referred herein as "Grantor's Group") from all loss, cost or expense because of injury to or death of any person or persons or damage to any property caused by Grantee's Work or Grantee's use of the Premises herein authorized or otherwise unless caused by Grantor's willful misconduct;

- d. Carefully inspect the Premises and the immediate surrounding area prior to the start of any Grantee's Work to ensure that Grantee's work will in no way damage surrounding properties, structures , utility lines or any other subsurface lines or cables. The Grantor shall have the right to inspect the Premises while the Grantee performs Grantee's Work on the Premises;
  - e. Keep the Premises free from any and all liens and encumbrances arising out of Grantee's Work, materials furnished or obligations incurred by or for the Grantee; and
  - f. Repair any damage to the Premises or other property caused by Grantee's Work, at Grantee's cost.
9. In the event either Grantee fail to perform their obligations under this Grant of Right of Entry then Grantor shall be entitled to the rights and remedies available at law.
10. This Grant of Right of Entry may be executed in a number of identical counterparts. If so executed, each of such counterparts shall, collectively, constitute one Grant of Right of Entry, but in making proof of this Grant of Right of Entry, it shall not be necessary to produce or account for more than one such counterpart.

***SIGNATURES APPEAR ON FOLLOWING PAGE(S)***

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022.

AGREED:

Grantor:

Grantee:

759 Independence, LLC  
By: 321 Center Street, LLC

\_\_\_\_\_

By: \_\_\_\_\_  
Name: Tim Winter  
Its: President

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT A**

**EASEMENT AREA**

**EXHIBIT B**

**Grantee's Work**

The construction, reconstruction, extension, maintenance and improvement of certain potable water system improvements including a pressure reduction valve or PRV and associated public utility improvements.

**Exhibit C-4—Vacation and Release of Prior PRV Easement**

**Prepared by and Return to:**

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

**VACATION AND RELEASE OF PERMANENT AND TEMPORARY  
EASEMENTS**

Release given this \_\_\_\_ day of \_\_\_\_\_, 2022, by the Village of Romeoville, an Illinois Municipal Corporation, to 765 Independence, LLC.

On or about July 15, 2020, 765 Independence, LLC granted to the Village of Romeoville, an Illinois Municipal Corporation, certain permanent and temporary easements more particularly described in an agreement between 765 Independence, LLC and the Village of Romeoville recorded with the Will County Recorder as Document Number R2020073928. For good and valuable consideration, the Village of Romeoville does, by this instrument, vacate and release to 765 Independence, LLC the Permanent and Temporary Easements described above situated within the real property identified as Exhibit A attached hereto, it being the intention of the Village of Romeoville to terminate such easement.

IN WITNESS WHEREOF, the Village of Romeoville has caused this Vacation and Release of Permanent and Temporary Easements to be executed as of the date first above written.

VILLAGE OF ROMEOVILLE, an Illinois  
Municipal Corporation.

By: \_\_\_\_\_  
John D. Noak  
Village President

Attest:

\_\_\_\_\_  
Dr. Bernice Holloway  
Village Clerk

STATE OF ILLINOIS       )  
  ) SS:  
COUNTY OF WILL        )

I, the undersigned, a notary public in and for said County, in the State aforesaid, do hereby certify that John D. Noak, personally known to me to be the President of the Village of Romeoville, and Dr. Bernice Holloway, personally known to me to be the Clerk of the Village of Romeoville and personally known to be to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as such President and Clerk, respectively, as the free and voluntary act of the Village of Romeoville, for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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NOTARY PUBLIC

# EXHIBIT



50 25 0 50  
SCALE: 1" = 50'

**N. INDEPENDENCE BOULEVARD  
(ILLINOIS ROUTE 53/U.S. ROUTE 66/OLD CHICAGO ROAD)**  
100' RIGHT-OF-WAY

SOUTHEASTERN LINE OF N. INDEPENDENCE BOULEVARD  
(ILLINOIS ROUTE 53/U.S. ROUTE 66/OLD CHICAGO ROAD)  
PER DOC. 528573 & AS SHOWN ON DOC. R2020073928 &  
SHOWN ON IDOT PLAT OF SURVEY PROJECT R91-015-97

PERMANENT EASEMENT PER DOC. R2020073928  
HEREBY VACATED

TEMPORARY EASEMENT PER DOC. R2020073928  
HEREBY VACATED

UNSUBDIVIDED  
02-27-401-004

UNSUBDIVIDED  
02-27-401-037

## NOTE:

1. NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENTS.



**Mackie Consultants, LLC**  
9375 W. Higgins Road, Suite 500  
Rosemont, IL 60018  
(847) 696-1400  
www.mackieconsult.com

DATE	DESCRIPTION OF REVISION	BY

LOT	-
DESIGNED	-
DRAWN	GKP
APPROVED	DAG
DATE	04-18-22
SCALE	1" = 60'

**EXHIBIT**  
**PIN 02-27-401-037**  
**ROMEOVILLE, ILLINOIS**

SHEET	1 OF 1
PROJECT	6179
DESIGNED BY	DAVID L. LEE
DRAWN BY	DAVID L. LEE
CHECKED BY	DAVID L. LEE

**Exhibit D—Existing/Relocated Watermain**

1. The first step in the process of the development of a new product is the identification of a market need. This is often done through market research, which can be conducted in a number of ways. One way is to conduct a survey of potential customers, asking them about their needs and preferences. Another way is to observe the behavior of potential customers in a retail environment. A third way is to analyze sales data from existing products to identify trends and opportunities. Once a market need has been identified, the next step is to develop a product concept that addresses the need. This concept should be based on the market research and should be feasible, desirable, and profitable. The product concept should then be refined through a process of prototyping and testing. This involves creating a physical model of the product and testing it with potential customers to gather feedback and make improvements. Once the product concept has been refined, the next step is to develop a business plan for the new product. This plan should outline the marketing strategy, the production process, and the financial projections for the product. The business plan should then be used to secure funding for the product development process. Finally, the product should be launched into the market and its performance should be monitored closely. This involves tracking sales, customer feedback, and market trends to ensure that the product is meeting its goals and making adjustments as needed.

- [illegible]

1. Name of the person or organization	Mr. J. K. Singh
2. Address	123 Main Street, New Delhi
3. Date of birth	15/08/1985
4. Date of issue	20/09/2023
5. Validity	12 months
6. Remarks	For further details, please contact the issuing authority.

