

DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** (the "Agreement"), is made and entered into this, _____ day of _____ 2018, A.D., by and among the **VILLAGE OF ROMEOVILLE**, a home rule Illinois Municipal Corporation (hereinafter sometimes referred to as "Village" or "Romeoville"), and Pal Group, Inc. ("Pal"), 815 Independence, LLC ("815"), and 765 Independence, LLC ("765"). Pal, 815, and 765 are hereinafter collectively referred to as "Developer". The Village and Developer may sometimes be referred to individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Developer owns multiple parcels of real estate in the Village bordering on Ill Rt. 53 consisting of approximately 70 acres depicted on Exhibit A attached hereto and legally described as set forth on Exhibit B hereto, (collectively, the "Site").

WHEREAS, Developer owns and operates a facility that accepts clean construction materials (the "Facility") on the Site which is depicted on Exhibit A (the "Fill Area"); and

WHEREAS, portions of the Fill Area are also used and occupied as locations for the parking and storage of motor vehicles and trailers for semi-trucks; and

WHEREAS, Developer's ultimate goal upon completion of its fill operations on the Site is to render the same suitable for future redevelopment; and

WHEREAS, to facilitate the future redevelopment of the Site, Developer intends to improve the Site with a signalized access point to and from Illinois Route 53 so as to form the fourth leg of an intersection between such access point, Enterprise Drive, and Illinois Route 53; and

WHEREAS, various improvements are located upon portions of the Site as depicted on Exhibit A, namely; (i) a parcel containing a single family residence and outlying buildings (herein, the "Hahn Property"), (ii) a parcel improved with a vacant commercial building formerly occupied by an Ace Hardware store (herein the "Ace Hardware Property"), and (iii) a

parcel containing a pole barn, several containers and one or more office trailers and occupied by several contractors as yard/equipment storage space (herein the “Contractors’ Yard”), and

WHEREAS, the operation of and the proposed expansion and renovation of the Facility was a permitted use within the M-1 Zoning District in which the Fill Area is located at the time of the initial establishment of the Facility, and, pursuant to subsequent text amendments to the Village Zoning Ordinance, the operation of and the proposed expansion and renovation of the Facility is now a legal nonconforming use; and

WHEREAS, Developer and Village acknowledge that upon completion of the filling at the Site, the highest and best use of the Site would be for redevelopment for uses permitted within the Village’s P-B Planned Business Zoning District, and in recognition thereof, Developer has submitted an application to the Village requesting the rezoning of the Site as and within the Village’s P-B Planned Business Zoning District; and

WHEREAS, due to the needs of the Developer for additional flexibility in expanding and renovating the Facility, Developer has submitted a development application to the Village for approval of a special use permit for planned unit development-general development plan approval, the proposed terms, conditions and provisions of which are more fully hereinafter set forth in Exhibit C (the “PUD Terms”), a copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, Village and Developer acknowledge that the current usage of a portion of the Fill Area for the parking of vehicles on other than a hard-paved surface has been permitted by a variance originally granted pursuant to Village Ordinance No. 0038-02, and thereafter extended pursuant to Village Ordinance Nos. 07-0546 and 09-0773; and

WHEREAS, the PUD Terms will provide for, among other things, the interim continuation of and completion of filling operations on the Site within a time certain and the continuation and termination of specified existing temporary or interim uses on the Site; and

WHEREAS, the Village has received and reviewed the aforesaid development application, and is willing to adopt an ordinance approving a special use permit for planned unit development-general development plan reflecting the PUD Terms pursuant to the applicable

notice and hearing requirements of the Illinois Municipal Code and the Village Code of Ordinances, subject to the parties' execution of a mutually satisfactory development agreement containing the terms hereinafter set forth, and the Developer is willing to have the Village so adopt such an ordinance and to enter into a development agreement with the Village upon the terms hereinafter set forth; and

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

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

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

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

SECTION TWO: Adoption of Rezoning Ordinance; Adoption of Special Use Permit for Planned Unit Development—General Development Plan Approval; Additional Conditions to Special Use Permit for Planned Unit Development—General Development Plan Approval

A. Rezoning and PUD/General Development Plan Ordinances. Within thirty (30) days from the date of the Village's adoption of legislation authorizing the execution of this Agreement, and subject to the full execution of this Agreement by the parties, the Village shall take such actions as may be required to publish and provide notice of a public hearing before the

Village Planning and Zoning Commission concerning its consideration of an ordinance approving the rezoning of the Site to the P-B Planned Business Zoning District (the “Rezoning Ordinance”), and also to publish and provide notice of a public hearing before the Village Planning and Zoning Commission concerning its consideration of an ordinance approving a special use permit for planned development-general development plan approval (the “PUD Ordinance”), which ordinance shall incorporate the substance of the PUD Terms, together with such other additional consistent terms as may be contemplated by this Agreement. Without otherwise limiting the generality of the preceding sentence, the PUD Ordinance shall also specifically provide that notwithstanding any contrary provision of the Village Code of Ordinances;

(i) that Developer shall be permitted to continue its current filling operations on the Site until the Termination Date, as hereinafter defined, and in accordance with the provisions of Section 159.083(C) applicable to the conduct of fill placement uses comparable to that conducted by Developer, including the operation and storage within the Fill Area of construction equipment, vehicles and other equipment used by Developer in the conduct of fill operations and concrete and asphalt recycling;

(ii) that in connection with the aforesaid filling operations, Developer shall be permitted to have semi-truck traffic entering, leaving and travelling through the Site until the Termination Date;

(iii) that for a period ending on the Termination Date, Developer shall be permitted to continue to park vehicles on other than a hard-paved surface on the Fill Area provided that such vehicle parking shall consist of and be limited to the storage of trucks and trailers as currently conducted on the Fill Area pursuant to the variance approved by Village Ordinance No. 09-0773;

(iv) that until the Termination Date, or until the property adjoining the Site owned by S.S. Apollo Family Restoration, Inc. is sold, whichever first occurs, Developer shall be permitted to park vehicles on that portion of the Fill Area presently improved with a hard-paved surface, where such vehicles consist of used passenger motor vehicles owned by a licensed used motor vehicle retailer, provided that nothing herein or in the PUD Ordinance shall be construed to authorize the actual conduct of used motor vehicle sales from any portion of the Site, and that

the approvals granted herein and in the PUD Ordinance shall be limited to authorize such vehicle parking for the purpose of serving as an offsite or remote storage lot for a licensed used motor vehicle retailer, and provided further, however, that such vehicle parking shall only be authorized within and conducted upon that portion of the Fill Area depicted on Exhibit A as presently improved with a hard surface;

(v) that until the Termination Date, and notwithstanding any other or contrary provision of this Agreement, Developer shall, within the Contractors' Yard, be permitted to park licensed and operable motor vehicles having passenger vehicle license plates or having truck license plates of Class H or lesser weight registration category and licensed and operable trailers for the transport of equipment having a trailer license plate category of TE or lesser weight registration category (which trailers shall be permitted to be parked with equipment loaded thereon), provided, however, that the Developer shall otherwise, except as provided in subsection (i) above, be prohibited from storing any other vehicles (including semi-trucks and semi-trailers), or untrailer construction equipment or other equipment or materials of any kind within the Contractors' Yard or from locating or storing any other mobile or temporary office or storage structure thereon (including but expressly not limited to mobile office trailers and shipping containers used for portable storage), and shall likewise be prohibited, except as provided in subsection (i) above, from storing any of the previously herein enumerated vehicles, trailers, equipment, trucks, mobile/temporary structures or materials of any kind on the Hahn Property or the Ace Hardware Property;

(vi) that notwithstanding any other or contrary provision of this Agreement, Developer, as a condition to the placement of any fill material whatsoever on any portion of the Site other than the Fill Area, shall design, construct and place into operation and use such storm water management facilities as may be required by applicable ordinance, together with appropriate best management practices (both ultimate and interim) to promote water quality, erosion and sediment control, all as reviewed and approved by the Village; and

(vii) that except for the activities hereinabove specifically permitted for the period from the date of the approval of the PUD Ordinance until the Termination Date, no outside storage of materials or personal property shall be permitted on the Site other than in compliance

with the requirements of the P-B Planned Business District. Except as permitted pursuant to the terms of this Section 2 A, Developer is prohibited from storing any other vehicles (including semi-trucks and semi-trailers), or untrailer construction equipment or other equipment or materials of any kind, or from locating or storing any other mobile or temporary office or storage structure thereon (including but expressly not limited to mobile office trailers and shipping containers used for portable storage), on the Site.

The "Termination Date" is December 31, 2023. If upon the Termination Date, the Site has not been filled to the level of the final grades shown on the Finished Grading Plan prepared by Knight Engineers and Architects, Project # 7406.05 dated May 4, 2018, as from time to time revised, then the Developer shall have the right to continue fill and concrete and asphalt recycling operations as provided in subsection 2A(i) above, including the operation and storage of vehicles and equipment as therein provided, until December 31, 2028. With respect to the continuation of other activities described in Section Two A, Developer may request an extension of the Termination Date from the Village, and the Village Manager's staff shall have the right to review and act upon the extension request at its discretion, and to condition any approval of such an extension upon the Developer's acceptance of reasonable conditions related thereto.

B. Additional Submittals--PUD/General Development Plan Approval. In connection with Developer's placement of fill within the Site and its intention to render the Site usable for future development within the Village's P-B Planned Business District, Developer shall be required to provide the additional submittals hereinafter set forth, within six months of the date of this Agreement:

(i) Developer shall submit to Village for its review and approval a concept plan depicting the potential future development of the Site after the termination of fill placement pursuant to this Agreement, including building footprints, parking lots and internal roadways, including a roadway connection to the property under development to the north of the Site and commonly referred to as the "Gateway Development";

(ii) Developer shall submit to Village for its review and approval a geotechnical analysis demonstrating that all areas of the Site on which fill has been placed will be suitable for

future development and will be buildable areas upon the completion of the placement of fill as contemplated by this Agreement; and

(iii) Developer shall submit to Village for its review and approval an ultimate and interim contour plan, respectively depicting the depth of fill on the Site upon the completion of fill placement, and the depth of fill placed within the Site on an annual basis. Additionally, and as a condition of the Village's approval of the PUD Ordinance under Section 2.A. of this Agreement, Developer shall prepare and submit to Village for its review and approval a plat of consolidation including the Site. Additionally, as a condition to future Final Development Plan Approval and the issuance of a building permit for any building to be developed or constructed on the Site, and in addition to any other submittals required by Village ordinances, Developer shall submit updated and current versions of the aforementioned geotechnical analysis and contour plan depicting the then-existing conditions of the Site and demonstrating that the areas on which fill has been placed are then suitable for development and building.

SECTION THREE: Illinois Route 53—Future Signalized Access Point and Associated Infrastructure Improvements – Developer has represented to the Village that the successful future redevelopment of the Site as contemplated by the Rezoning Ordinance and the PUD Ordinance requires the provision of a new signalized access point from Illinois Route 53, to be located on the Site at a point directly across from Enterprise Drive, and agrees to construct such a new signalized access point consistent with the requirements hereinafter set forth in this Section 3.

A. Route 53/Enterprise Drive Access Point Design Concept. Developer has submitted a design concept to the Village for the ultimate improvement of a new signalized access point within the Site, with such new point of access to serve as the fourth leg of the intersection formed with Enterprise Drive and Illinois Route 53, a copy of which is attached hereto and incorporated herein as Exhibit D. Subject to the Developer's completion of the necessary site infrastructure improvements necessary for the ultimate construction of the signalized access point depicted in Exhibit D, and to Developer's receipt of any and all approvals required from the Illinois Department of Transportation ("IDOT") in connection therewith, the Village hereby concurs in the design concept shown in Exhibit D as the basis for Developer's future construction of the signalized access point depicted therein. Developer acknowledges that

notwithstanding the Village's concurrence as to the design concept for the future access point reflected in Exhibit D, the ultimate authority to approve and permit any and all such points of access rests with the Illinois State Department of Transportation ("IDOT"), and that the development of such an access point may also require approvals from other agencies or third parties. Village shall support Developer in its efforts to obtain the necessary approvals and permits from IDOT and to obtain any necessary approvals from other agencies or third parties, all at Developer's expense, but nothing herein shall constitute an obligation of the Village to procure such IDOT approvals and permits or to procure such other agency or third party approvals.

B. Schedule for Completion of Future Signalized Access Point. To ensure the timely completion of the future signalized access point as contemplated in Exhibit D while at the same time reasonably facilitating the Developer's fill placement and other development activities as contemplated hereunder, Developer and Village acknowledge that the Developer shall complete the specified actions at its cost and expense in connection with the design and construction of the future signalized intersection as contemplated herein in accordance with the following schedule:

(i) on or before that date which is one year from the date of this Agreement, Developer shall prepare and provide to the Village a draft intersection design study ("IDS") for the future signalized intersection contemplated herein;

(ii) on or before that date which is one year from the date of this Agreement, Developer shall have completed the full engineering design of the future signalized intersection as contemplated herein, and shall have submitted the same together with such other submittals as may be required to obtain IDOT review and approval of the same;

(iii) on or before that date which is one year from the date of this Agreement, Developer shall have completed the construction and installation of all storm sewer improvements required in connection with or otherwise in the location of the future signalized access point;

(iv) on or before that date which is two years from the date of this Agreement, Developer shall have obtained all permits and approvals required of IDOT and any other agency

having jurisdiction necessary to the construction of the future signalized access point as contemplated herein; and

(v) on or before that date which is five years from the date of this Agreement, Developer shall have fully completed the construction and installation of all improvements required in connection with the future signalized access point as contemplated herein. Within six months from the completion of the future signalized access point as contemplated herein, Developer shall thereafter modify the presently existing point of access between the Ace Hardware Property and Illinois Route 53, to limit access to and from the Site only to vehicles traveling in the southwestern lanes of Rt. 53, and shall improve the same with the landscaped berming depicted in Exhibit E-1, a copy of which is attached hereto and incorporated herein by reference.

C. Future Redevelopment Agreement. Village acknowledges that the Site is presently located within the Marquette TIF District, and that the Site may potentially be transferred from the Marquette TIF District to the Independence Boulevard TIF District during the term of this Agreement. Provided that the Site is then within either the Marquette TIF District or the Independence Boulevard TIF District, contemporaneously with the Developer's receipt of all permits and approvals required of IDOT and any other agency having jurisdiction necessary to the construction of the future signalized access point as contemplated herein, the Village shall enter into its standard form of redevelopment agreement with the Developer to provide that the Village shall reimburse the Developer in an amount equal to fifty percent (50%) of the costs incurred in connection with the construction of the future signalized access point as contemplated herein to the extent that such costs are eligible for reimbursement under the Illinois Tax Increment Allocation Redevelopment Act, up to a maximum total reimbursement amount of \$500,000, payable one-half upon substantial completion of the signalized access point improvements and the balance on the third anniversary of the date of substantial completion. The Village's reimbursement obligations under the redevelopment agreement shall be payable solely from incremental tax revenues generated by the future development of the Site, and shall be limited in each year to an amount equal to fifty percent (50%) of the incremental tax revenues generated by the Site in a particular year.

SECTION FOUR: Illinois Route 53 Corridor and Site Beautification – Developer acknowledges that the Illinois Route 53 corridor in the vicinity of the Site is a gateway to the

downtown area of the Village, and that the Village has invested significant funds and undertaken significant efforts to enhance the appearance of the Illinois Route 53 corridor within the Village. In support of these efforts, Developer shall, on or before December 31, 2018, take all such actions as may be necessary to demolish and remove all presently existing structures from the Ace Hardware Property and the Contractors' Yard. Additionally, Developer shall take all actions as may be necessary to demolish and remove all presently existing structures from the Hahn Property within 120 days of the date that the Hahns permanently vacate the Hahn Property. Developer shall further take all actions as may be necessary to grade, construct and landscape the earthen berm on the Ace Hardware Property as depicted on the plans attached hereto and incorporated herein as Exhibits E and E-1 on or before June 1, 2019, and shall likewise, on or before June 1, 2019, maintain the existing berming located on the Site as of the date of this Agreement by replacing dead trees, repairing or restoring washed out turf areas, and repairing damaged retaining wall areas with stone outcropping material. Landscaping on the earthen berm depicted in Exhibits E and E-1 shall generally consist of the planting of trees and grass in a manner reasonably acceptable to Village staff, provided, however, that the maximum amount that the Developer shall be required to expend under this Section 4 for the maintenance of the berming existing as of the date of this Agreement and the landscaping of the berming depicted in Exhibits E and E-1 shall not exceed the total sum of \$90,000.00. Thereafter, Developer shall maintain the landscaped berm so constructed and all berming located on the Site as of the date of this Agreement in accordance with the applicable ordinances of the Village, pending the ultimate redevelopment of the Site.

SECTION FIVE: Contractors' Yard – Developer and Village acknowledge that the Contractors' Yard is presently being used by one or more entities engaged in some type of contracting business for purposes of vehicle storage, for storage of materials in metal shipping containers, and for the placement and operation of an office trailer in connection with the contracting business of one of such entities. Developer further represents to the Village that all of such entities are presently occupying the Contractors' Yard pursuant to the terms of month to month leases with the Developer. Not later than the date of this Agreement, Developer shall either (i) take such actions and provide all required notice to the lessees under all of such leases that all such leases are being terminated or (ii) take all such actions as may be necessary to modify and amend the provisions of all such leases so that the use by the lessees thereunder of

the Contractors' Yard complies with all applicable provisions of this Agreement and the applicable ordinances within the Village. Within sixty days from the date of this Agreement, Developer shall be required to demonstrate and verify to the Village that all such leases have been terminated, or amended as aforesaid, and if amended as aforesaid, that the lessees' use of the Contractors' Yard is in compliance with the terms of such leases as so amended.

SECTION SIX: Village's Fees and Expenses – From and after the effective date of this Agreement, and upon demand by Village made by and through its President, Developer from time to time shall promptly reimburse Village for all reasonable expenses and costs incurred by Village in (i) the negotiation and administration of this Agreement, including engineering fees, attorneys' fees and out-of-pocket expenses involving various and sundry matters such as, but not limited to, preparation and publication, if any, of all notices, resolutions, ordinances and other documents required hereunder, the negotiation and preparation of financial security for the completion of construction and restoration activities, and (ii) the enforcement of this Agreement or any applicable ordinances of the Village by any administrative proceedings under the ordinances of the Village, or under any state statute or by any court action, including but not limited to prosecutions for violation of this Agreement or any such ordinances, where the Village prevails in such enforcement actions, court proceedings or prosecutions.

SECTION SEVEN: 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 Site or any portion or parcel thereof at any time during the term of this Agreement or of the 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 Agreement, 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 Agreement.

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

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 Agreement and the terms of any such ordinance, code, rule regulation or resolution, the terms of this Agreement shall prevail. In addition, wherever this Agreement 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 Agreement.

E. Singular and Plural. Wherever appropriate in this Agreement, 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 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.

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 Agreement; Termination. The term of this Agreement shall be for so long as the Site remains subject to the PUD Ordinance. The date of this Agreement shall be the date on which the corporate authorities of the Village of Romeoville adopt legislation authorizing the execution of this Agreement. The use of the phrase, “term of this Agreement”, or similar words or phrases in this Agreement, shall include any extension of this Agreement approved by the Corporate Authorities of the Village. In the event of any default under the provisions of this Agreement, 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 Agreement may thereafter be terminated by written notice from the non-defaulting party directed to the defaulting party, except that the provisions of Section 7.I. of this Agreement shall survive any such termination (or any expiration) of this Agreement, and provided further, that no such termination of this Agreement shall prejudice or affect the rights of the Parties hereunder to institute, maintain or continue the prosecution of litigation in relation to any breach of this Agreement alleged to have occurred prior to any such termination (or any expiration) of this Agreement.

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 Agreement or upon

Developer's performance of any construction activities, or its performance of activities pursuant to and as may be permitted by the 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 Agreement and any declaration of the invalidity of this Agreement as a whole or of any other term or provision of this Agreement.

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

L. Actions by Parties/Right to Cure. In the event of an alleged default under all or any provision of this Development Agreement, prior to and as a condition of instituting legal proceedings, the non-defaulting Party shall give the defaulting Party specific written notice of such default, in the manner provided herein. The alleged defaulting Party shall have thirty (30) days to cure said default. If the defaulting Party does not cure said default during the thirty (30) day period, or is not diligently pursuing the cure of said default, the non-defaulting Party may take any and all steps necessary to address such default, including but not limited to the commencement of litigation in relation to the default. Additionally, the non-defaulting Party may exercise its right of termination under Section 7.H. of this Agreement, without prejudice to any litigation commenced, maintained or prosecuted with respect to any default

occurring prior to any such termination of this Agreement. Developer shall not have a right to recover a judgment for monetary damages against any elected or appointed official of the Village for any breach of any of the terms of this Development Agreement. The Village reserves the right to maintain an action to recover damages or any sums which Developer has agreed to pay pursuant to this Agreement and which have become due and remain unpaid. 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 Agreement 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 Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Village:

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

with a copy to:

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

If to the Developer:

Pal Group, Inc.
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 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.

P. 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.

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

SIGNATURES ON FOLLOWING PAGE

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

Village:

VILLAGE OF ROMEOVILLE,
An Illinois Municipal Corporation

By: _____

Name: John D. Noak

Its: Village President

Attest:

By: _____

Name: Dr. Bernice Holloway

Its: Village Clerk

Developer:

Pal Group, Inc.

By: _____

Name: _____

Its: _____

Attest:

By: _____

Name: _____

Its: _____

815 Independence, LLC

By: _____

Name: _____

Its: _____

Attest:

By: _____

Name: _____

Its: _____

765 Independence, LLC

Attest:

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Exhibit List

- | | |
|----------------|--|
| Exhibit A | Depiction of the Site prepared by Knight Engineers and Architects dated May 24, 2018 |
| Exhibit B | Legal description of the Site |
| Exhibit C | The "PUD Terms" |
| Exhibit D | Design concept of the intersection of Enterprise Drive and Illinois Rt. 53 |
| Exhibit E & E1 | Landscape Plans |

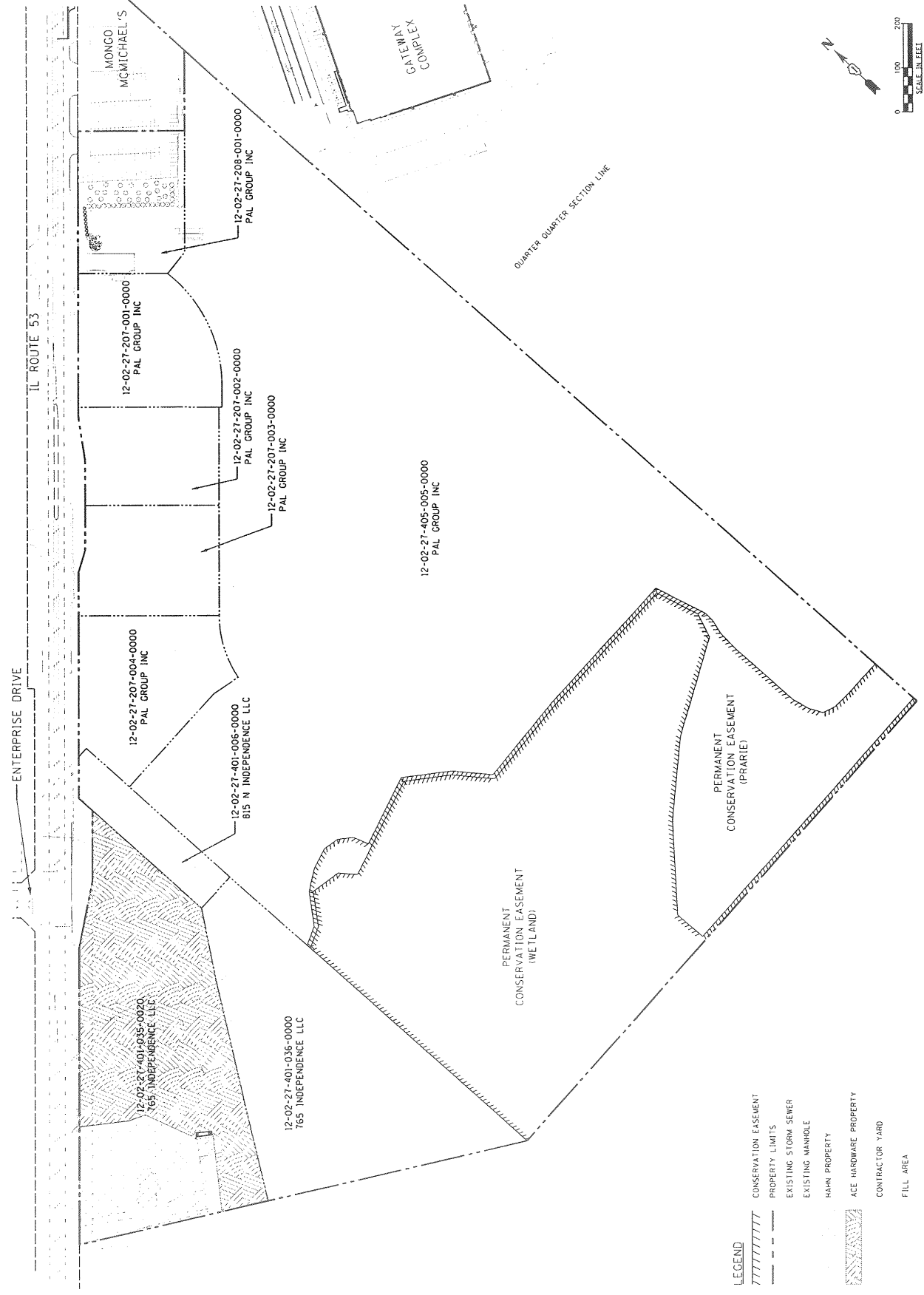
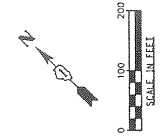
U:WTD Docs:Romeoville Rt 53: Development Agreement 4.1.doc

Exhibit A—Survey/Depiction of Site

KNIGHT
 Engineers & Architects
 631 E. Boughton Road - Suite 205
 Bolingbrook, IL 60440
 Phone: (708) 342-1250
 KNIGHTEA.COM
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EXISTING CONDITIONS
 PROJECT:
 CLIENT:
 765 Independence Boulevard
 Romeoville, IL 60448
 321 Center Street
 Hillside, IL 60162
PAL Group

PAL GROUP PROPERTY
VILLAGE OF ROMEOVILLE
 PROJECT #:
 740605
 DATE:
 5/27/2016
C-1.0



- LEGEND**
- CONSERVATION EASEMENT
 - PROPERTY LIMITS
 - EXISTING STORM SEWER
 - EXISTING MANHOLE
 - HAHN PROPERTY
 - ACE HARDWARE PROPERTY
 - CONTRACTOR YARD
 - FILL AREA

Exhibit B—Legal Description of Site

Exhibit B: Legal Description

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

SUB-PARCEL 1 (12-02-27-405-005-0000)

THAT PART OF MARQUETTE CENTER BUSINESS AND INDUSTRIAL PARK, UNIT THREE RECORDED, AS DOCUMENT NO. R73-37170, AND PART OF MARQUETTE CENTER BUSINESS AND INDUSTRIAL PARK, UNIT FOUR, RECORDED, AS DOCUMENT NO. R75-2231, AS VACATED BY DOCUMENT NO. R87-39148, DESCRIBED AS FOLLOWS; THAT PART OF THE EAST HALF OF SECTION 27, TOWNSHIP 37 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 27, THENCE SOUTH 00 DEGREES 11 MINUTES 54 SECONDS EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 27; A DISTANCE OF 1322.28 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER OF SECTION 27; THENCE SOUTH 89 DEGREES 11 MINUTES 56 SECONDS WEST ALONG SAID SOUTH LINE OF SAID NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER OF SECTION 27, A DISTANCE OF 1322.91 FEET TO A POINT ON THE WEST LINE OF SAID NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER OF SECTION 27; THENCE NORTH 00 DEGREES 03 MINUTES 11 SECONDS WEST ALONG SAID WEST LINE OF SAID NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER OF SECTION 27, A DISTANCE OF 1197.45 FEET TO THE SOUTHEAST CORNER OF LOT 6 IN SAID MARQUETTE CENTER BUSINESS AND INDUSTRIAL PARK UNIT THREE; THENCE NORTH 89 DEGREES 56 MINUTES 49 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 284.25 FEET TO A POINT ON A CURVE AT THE SOUTHEAST CORNER OF SAID LOT 6 AND BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF BLUFF DRIVE; THENCE SOUTH 78 DEGREES 09 MINUTES 21 SECONDS EAST ALONG A LINE RADIAL TO SAID CURVE HAVING A RADIUS OF 316.0 FEET, A DISTANCE OF 66.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID BLUFF DRIVE, BEING A CURVE HAVING A RADIUS OF 250.00 FEET; THENCE NORTHEASTERLY ALONG SAID EASZTERLY RIGH-OF-WAY LINE BEING A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 250.00 FEET AN ARC DISTANCE OF 147.96 FEET TO THE POINT OF TANGENCY; THENCE NORTH 47 DEGREES 45 MINUTES 08 SECONDS EAST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID BLUFF FRIVE, 471.82 FEET TO A JOG IN SAID LINE; THENCE SOUTH 42 DEGREES 14 MINUTES 52 SECONDS EAST ALONG SAID JOG AND SOUTHERLY RIGHT OF WAY LINE, 7.00 FEET; THENCE NORTH 47 DEGREES 17 MINUTES 08 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 50.00 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 323.00 FEET AN ARC DISTANCE OF 290.64 FEET TO THE SOUTHWESTERLY CORNER OF LOT 2, IN SAID MARQUETTE CENTER BUSINESS AND INDUSTRIAL PARL UNIT THREE; THENCE NORTH 86 DEGREES 11 MINUTES 50 SECONDS EAST ALONG A SOUTHERLY LINE OF SAID LOT 2, A DISTANCE OF 63.00 FEET; THENCE NORTH 47 DEGREES 45 MINUTES 08 SECONDS EAST ALONG A SOUTHERLY LINE OF SAID LOT 2, A DISTANCE OF 455.71 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 27, THENCE SOUTH 00 DEGREES 00 MINUTES 05 SECONDS EAST ALONG SAID EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 27, A DISTANCE OF 883.15 FEET TO THE PLACE OF BEGINNING, ALL IN WILL COUNTY, ILLINOIS. CONTAINING AN AREA OF 2,487,916 SQ.FT. OR 57.1147 ACRES, MORE OR LESS.

SUB-PARCEL 2 (12-02-27-208-001-0000; 12-02-27-207-001-0000; 12-02-27-207-002-0000; 12-02-27—207-003; 12-02-27-207-004-0000)

LOTS 2 THROUGH 6, IN MARQUETTE CENTER BUSINESS AND INDUSTRIAL PARK, UNIT THREE, BEING A SUBDIVISION OF PART OF SECTION 27, TOWNSHIP 37 NORTH, RANGE 10 EAST OF THE

THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 20, 1973, AS DOCUMENT NO. R73-37170. (EXCEPTING THEREFROM THE FEE SIMPLE TITLE THEREOF TO THAT PART OF LOTS 4 AND 5 VESTED IN THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS, BY ORDER ENTERED NOVEMBER 30, 2000 IN CASE NO, 00ED159 TAKEN FOR ILLINOIS ROUTE 53), IN WILL COUNTY, ILLINOIS.

SUB-PARCEL 3 (12-02-27-401-036-0000)

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 37 NORTH, RANGE 10 EAST OF THIRD PRINCIPAL MERIDIAN; THENCE NORTH 56 DEGREES 46 MINUTES 42 SECONDS WEST 592.81 FEET; THENCE NORTH 33 DEGREES 05 MINUTES 36 SECONDS EAST 508.68 FEET; THENCE NORTH 33 DEGREES 59 MINUTES 21 SECONDS EAST 165.11 FEET TO A POINT 100.00 FEET PERPENDICULARLY DISTANT WEST FROM THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER; THENCE NORTH 87 DEGREES 50 MINUTES 17 SECONDS EAST 100.00 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 01 DEGREES 40 MINUTES 01 SECONDS EAST ALONG SAID EAST LINE 892.00 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS. CONTAINING AN AREA OF 245,780 SQ.FT. OR 5.642 ACRES, MORE OR LESS.

SUB-PARCEL 4 (12-02-27-401-006-0000)

THE EAST 100.0 FEET OF THE NORTH 435.60 FEET OF THE WEST 20 CHAINS OF THE SOUTHEAST QUARTER OF SECTION 27, IN TOWNSHIP 37 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THEREFROM THAT PART CONVEYED TO THE STATE OF ILLINOIS BY DEED DATED MAY 10, 1922, RECORDED AUGUST 3, 1922 IN BOOK 570, PAGE 260 AS DOCUMENT NO. 346722. ALL IN WILL COUNTY, ILLINOIS. CONTAINING AN AREA OF 41,052 SQ.FT. OR 0.9424 ACRE, MORE OR LESS.

SUB-PARCEL 5 (12-02-27-401-037-0000)

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 37 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH 56 DEGREES 46 MINUTES 42 SECONDS WEST 592.81 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 56 DEGREES 46 MINUTES 42 SECONDS WEST 484.88 FEET TO THE CENTER LINE OF ILLINOIS ROUTE 53 (JOLIET ROAD); THENCE NORTH 46 DEGREES 09 MINUTES 33 SECONDS EAST ALONG SAID CENTER LINE 682.21 FEET; THENCE SOUTH 43 DEGREES 50 MINUTES 27 SECONDS EAST, 50.00 FEET TO THE SOUTHEAST RIGHT OF WAY LINE OF SAID ROUTE 53; THENCE NORTH 57 DEGREES 20 MINUTES 17 SECONDS EAST ALONG SAID RIGHT OF WAY LINE 152.90 FEET; THENCE NORTH 46 DEGREES 10 MINUTES 04 SECONDS EAST ALONG SAID RIGHT OF WAY LINE 156.88 FEET TO A POINT 100.00 FEET PERPENDICULARLY DISTANT WEST FROM THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 01 DEGREES 40 MINUTES 01 SECONDS EAST PARALLEL WITH SAID EAST LINE 328.02 FEET; THENCE SOUTH 33 DEGREES 59 MINUTES 21 SECONDS WEST 165.11 FEET; THENCE SOUTH 33 DEGREES 05 MINUTES 36 SECONDS WEST 508.68 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PORTION FALLING IN ILLINOIS ROUTE 53 AS SHOWN PER DOCUMENT NUMBER R2002-020997, IN WILL COUNTY, ILLINOIS. CONTAINING AN AREA OF 275,516 SQ.FT. OR 6.320 ACRES, MORE OR LESS.

Exhibit C—PUD Terms

Exhibit C

The Special Use Permit for a Planned Unit Development—General Development Plan approved by this Ordinance 18-1518 shall include the following exceptions from the applicable provisions of Chapter 159 of the Village Code of Ordinances, as set forth in that certain Development Agreement approved by Village Ordinance No. _____ of even date herewith between the Village of Romeoville, the Developer, and certain entities holding title to the property to which this Ordinance 18-1518 pertains which are owned or controlled by the Developer (the "Development Agreement"). Terms hereinafter used in this Exhibit C and defined in the Development Agreement shall have the same definition and meaning when used in this Exhibit C.

- (i) that Developer shall be permitted to continue its current filling operations on the Site until the Termination Date, as hereinafter defined, and in accordance with the provisions of Section 159.083(C) applicable to the conduct of fill placement uses comparable to that conducted by Developer, including the operation and storage within the Fill Area of construction equipment, vehicles and other equipment used by Developer in the conduct of fill operations and concrete and asphalt recycling;
- (ii) that in connection with the aforesaid filling operations, Developer shall be permitted to have semi-truck traffic entering, leaving and travelling through the Site until the Termination Date;
- (iii) that for a period ending on the Termination Date, Developer shall be permitted to continue to park vehicles on other than a hard-paved surface on the Fill Area provided that such vehicle parking shall consist of and be limited to the storage of trucks and trailers as currently conducted on the Fill Area pursuant to the variance approved by Village Ordinance No. 09-0773;
- (iv) that until the Termination Date, or until the property adjoining the Site owned by S.S. Apollo Family Restoration, Inc. is sold, whichever first occurs, Developer shall be permitted to park vehicles on that portion of the Fill Area presently improved with a hard-paved surface, where such vehicles consist of used passenger motor vehicles owned by a licensed used motor vehicle retailer, provided that nothing herein or in the PUD Ordinance shall be construed to authorize the actual conduct of used motor vehicle sales from any portion of the Site, and that the approvals granted herein and in the PUD Ordinance shall be limited to authorize such vehicle parking for the purpose of serving as an offsite or remote storage lot for a licensed used motor vehicle retailer, and provided further, however, that such vehicle parking shall only be authorized within and conducted upon that portion of the Fill Area depicted on Exhibit A as presently improved with a hard surface;
- (v) that until the Termination Date, and notwithstanding any other or contrary provision of this Agreement, Developer shall, within the Contractors' Yard, be permitted to park licensed and operable motor vehicles having passenger vehicle license plates or having truck license plates of Class H or lesser weight registration category and licensed and operable trailers for the transport of equipment having a trailer license plate category of TE or lesser weight registration category (which trailers shall be permitted to be parked with equipment loaded thereon), provided, however, that the Developer shall otherwise, except as provided in subsection (i) above, be prohibited from storing any other vehicles (including semi-trucks and semi-trailers), or untrailer construction equipment or other equipment or materials of any kind within the Contractors' Yard or from locating or storing any other mobile or temporary office or storage structure thereon (including but expressly not limited to mobile office trailers and shipping containers used for portable storage), and shall likewise be prohibited, except as provided in subsection

(i) above, from storing any of the previously herein enumerated vehicles, trailers, equipment, trucks, mobile/temporary structures or materials of any kind on the Hahn Property or the Ace Hardware Property;

(vi) that notwithstanding any other or contrary provision of this Agreement, Developer, as a condition to the placement of any fill material whatsoever on any portion of the Site other than the Fill Area, shall design, construct and place into operation and use such storm water management facilities as may be required by applicable ordinance, together with appropriate best management practices (both ultimate and interim) to promote water quality, erosion and sediment control, all as reviewed and approved by the Village; and

(vii) that except for the activities hereinabove specifically permitted for the period from the date of the approval of the PUD Ordinance until the Termination Date, no outside storage of materials or personal property shall be permitted on the Site other than in compliance with the requirements of the P-B Planned Business District. Except as permitted pursuant to the terms of this Section 2 A, Developer is prohibited from storing any other vehicles (including semi-trucks and semi-trailers), or untrailer construction equipment or other equipment or materials of any kind, or from locating or storing any other mobile or temporary office or storage structure thereon (including but expressly not limited to mobile office trailers and shipping containers used for portable storage), on the Site.

The "Termination Date" is December 31, 2023. If upon the Termination Date, the Site has not been filled to the level of the final grades shown on the Finished Grading Plan prepared by Knight Engineers and Architects, Project # 7406.05 dated May 4, 2018, as from time to time revised, then the Developer shall have the right to continue fill and concrete and asphalt recycling operations as provided in subsection 2A(i) above, including the operation and storage of vehicles and equipment as therein provided, until December 31, 2028. With respect to the continuation of other activities described in Section Two A, Developer may request an extension of the Termination Date from the Village, and the Village Manager's staff shall have the right to review and act upon the extension request at its discretion, and to condition any approval of such an extension upon the Developer's acceptance of reasonable conditions related thereto.

Exhibit D—Route 53/Enterprise Drive Access Point Design Concept

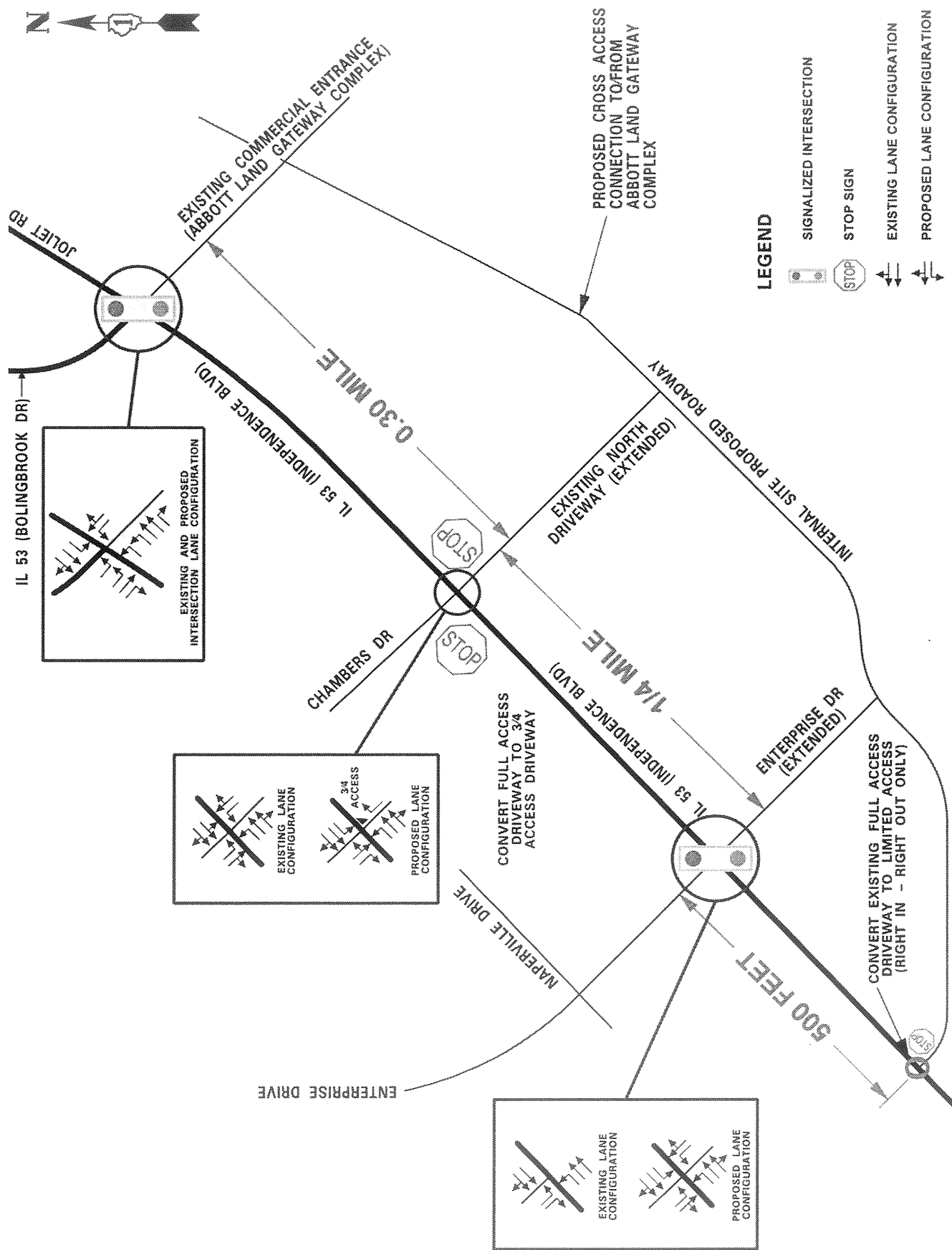
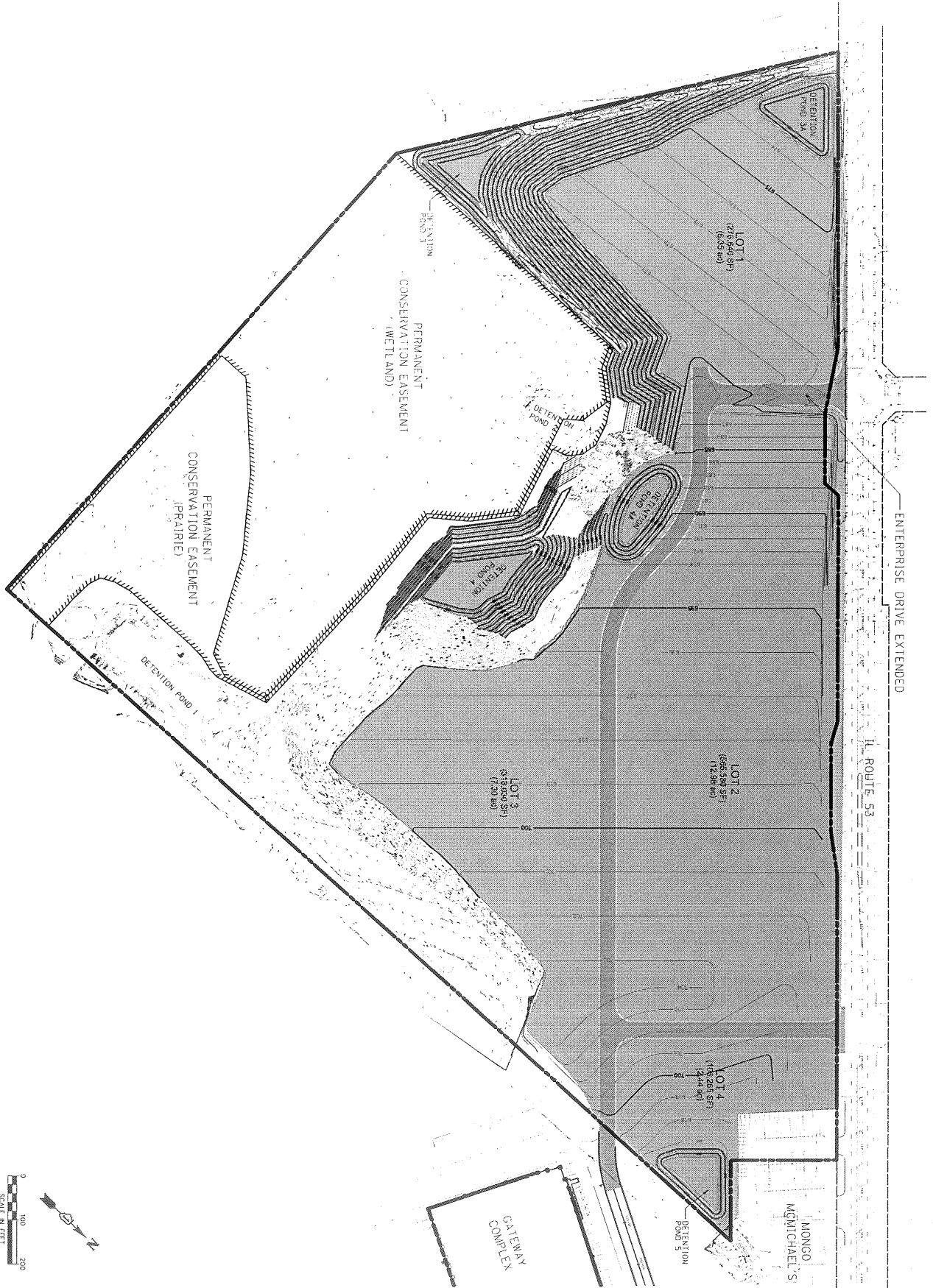


Figure 3.2 Proposed Site Access Plan

PAL Group Light Industrial Development – Traffic Impact Study

November 2018



SP-1.1

PROJECT #:
744605
DATE:
AUGUST 8, 2018

PRELIMINARY
SITE PLAN EXHIBIT

PROJECT:
**SITE FILL OPERATIONS &
STORMWATER MANAGEMENT**
765 Independence Boulevard
Romeoville, IL 60446
CLIENT:
PAL Group
321 Center Street
Hillside, IL 60162

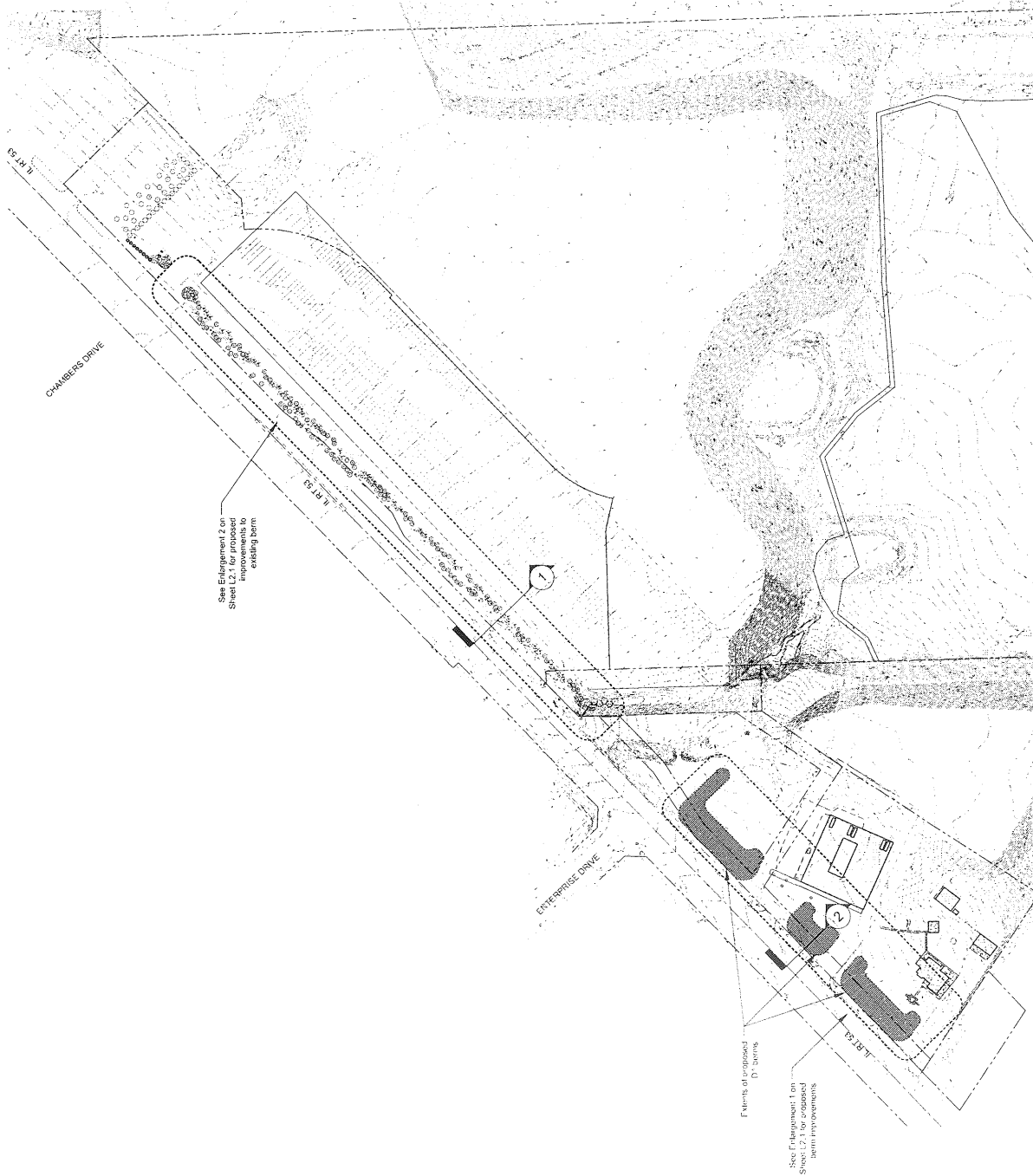
KNIGHT

Engineers & Architects

631 E. Boughton Road - Suite 205
Bolingbrook, IL 60440
Phone: (708) 342-1250
KNIGHTEA.COM

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Exhibit E—Landscaped Berming Plan



225 W. Jefferson Avenue
Naperville, IL 60540
T 630.861.1787
hitchcockdesigngroup.com

PREPARED FOR
**Village of
Romeoville**
1050 West Romeo Road
Romeoville, IL 60446

PROJECT
**Orange Crush
Landscape Buffer**
Rt. 63 and Chambers
Drive
Romeoville, IL 60446

ISSUED
October 2017
REVISIONS
No. Date Issue
1 10/24/2017 Item Diagram

CHECKED BY
TCK
DRAWN BY
MFW

SHEET TITLE
**D1 Landscape
Improvements Plan**

SCALE IN FEET
1" = 100'
0' 50' 100'

NORTH
SHEET NUMBER

L2.0
© 2017 Hitchcock Design Group

Exhibit E-1—Landscaped Berming Plan



225 W. Jefferson Avenue
Naperville, IL 60550
T 630.561.1787
hitchcockdesigngroup.com

PREPARED FOR
Village of
Romeoville
1050 West Romeoville Road
Romeoville, IL 60446

PROJECT
Orange Crush
Landscape Buffer
Rt. 53 and Chambers
Drive
Romeoville, IL 60446

ISSUED		
October 3, 2018		
REVISIONS		
No	Date	Issue
1.	10/24/2018	Born Diagram

CHECKED BY
CCK

DRAWN BY
JLW

SHEET TITLE
D2 Landscape
Improvements Plan

SCALE IN FEET
1" = 50'

0' 50' 100'

NORTH

SHEET NUMBER
L4.0

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