

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into as of this _____ day of _____, 2017, by and between the Village of Romeoville, an Illinois Home Rule Municipal Corporation, and RHWC II LLC, an Illinois limited liability company.

1. Purchaser: The Village of Romeoville, an Illinois Home Rule Municipal Corporation (“Purchaser”), agrees to purchase at a purchase price of One Hundred Seventy Thousand and No/100 Dollars (\$170,000.00) (“Purchase Price”), upon the terms, covenants, conditions and agreements set forth herein, the “Premises” consisting of the following: (a) that certain real property legally described as set forth in Exhibit A to this Agreement and identified as part of PIN 02-27-204-009-0000 and as shall be assigned its own PIN pursuant to Will County Petition for Division attached hereto as Exhibit E (the “Land”), and (b) all rights, privileges, easements and interests appurtenant to the Land, including but not limited to easement rights under an easement agreement in the form attached hereto and incorporated herein by reference as Exhibit B (the “Easement Agreement”).

2. Seller: RHWC II LLC, an Illinois limited liability company (“Seller”) agrees to sell the Premises to Purchaser for the Purchase Price, upon the terms, covenants, conditions and agreements set forth herein, and to convey fee simple title thereto to Purchaser, by a recordable Quit Claim Deed (“Deed”), and to execute the Easement Agreement in recordable form, subject only to (a) restrictions set forth in the Deed limiting the use of the Premises for the use and purpose of operating a municipal public potable water supply well and appurtenant buildings and equipment (the “Public Use/Purpose Restriction”), (b) title exceptions shown on the Commitment (as defined below) unless timely objected to by Purchaser by written notice to Seller in accordance with the terms of this Agreement, (c) general real estate taxes, (d) matters caused by, through or under Purchaser, (e) the Easement Agreement (as hereinafter defined), (f) the general exceptions raised by the Title Insurer and (g) the Public Use/Purpose Restriction (such title exceptions identified in clauses (b) through (g) shall hereafter be collectively referred to as “Permitted Exceptions”). The Deed, including the Public Use/Purpose Restriction, shall be in the form attached hereto and incorporated herein by reference as Exhibit C to this Agreement.

3. Purchase Price: The Purchase Price (plus or minus prorations, credits or other adjustments) shall be payable by bank wire transfer of collected federal funds on the Closing Date (as defined in Paragraph 8 hereof).

4. Earnest Money: Earnest money shall be payable as follows: Not later than five (5) business days after the date on which both parties have executed this Agreement (“Execution Date”), the sum of Ten Thousand and No/100 (\$10,000.00) Dollars (“Earnest Money”) shall be deposited by Purchaser into escrow with Chicago Title Insurance Company (“Escrowee”) to be held in accordance with the terms of this Agreement and under its usual and customary form of strict joint order escrow agreement (in the event of any conflict, the terms of this Agreement shall control). The Earnest Money shall be applied as a credit towards the Purchase Price at Closing (as defined in Paragraph 8 hereof) or as otherwise provided in this Agreement.

5. **Default:** In the event this transaction fails to close for any reason other than the fault of Purchaser or if Purchaser elects to terminate this Agreement on or before the expiration of the Contingency Period, the Earnest Money, together with all accrued interest thereon, shall be promptly returned to Purchaser. In the event this transaction fails to close after the expiration of the Contingency Period due to Purchaser's default, Seller shall retain the Earnest Money (plus all interest accrued thereon) as liquidated damages and in lieu of any other rights or remedies which may be available at law or in equity. The parties acknowledge that Seller will suffer damages in the event of Purchaser's default, that the amount of such damages is difficult or impossible to determine, and that the amount of the Earnest Money is a reasonable estimate of the amount of damages that Seller would suffer in the event of Purchaser's default. If Seller defaults in Closing the transaction contemplated herein as required by this Agreement, Purchaser's sole and exclusive remedy shall be for Purchaser to elect to either (i) terminate this Agreement, whereupon the Earnest Money will be refunded to Purchaser as Purchaser's sole and exclusive remedy, or (ii) Purchaser shall have the right to pursue an action for specific performance which must be commenced within three (3) months after the date of such default.

6. **Intended Use of Premises.**

(a) The parties hereto acknowledge that Purchaser intends to use the Premises for the development and use of a municipal public water well in accordance with the applicable ordinances of Purchaser. Notwithstanding any contrary ordinances of Purchaser, the parties acknowledge that the Premises shall be landscaped in accordance with the plans attached hereto as Exhibit D, and that the well and appurtenant building and equipment to be constructed by Purchaser on the Premises and above the existing surface grade of the Premises shall maintain a minimum ten foot setback from the boundaries of the Premises.

(b) Purchaser shall not use the Premises for any other use or commercial enterprise. Notwithstanding the foregoing, Purchaser's intended use and ownership of the Premises shall be disregarded from and after the Closing for purposes of the application of Purchaser's ordinances concerning setbacks, required yards, lot coverage, floor area ratios or future building expansion with respect to Seller's future development of its land adjacent to the Premises. Any reference to the terms "intended use of Premises" or "Purchaser's intended use" shall mean Purchaser's intended development, use and enjoyment of the Premises as described in the preceding sentences. Purchaser shall maintain the Premises free from waste and neglect and shall keep and perform or cause to be performed all obligations of the Premises' owner or its agents under applicable federal, state, county and local laws, ordinances, regulations, orders and directives. The provisions of this Section 6 shall survive the Closing (as defined in paragraph 9 hereof).

7. **No Interference with Use of Seller's Retained Parcel.** The parties hereto acknowledge that Seller owns and operates a commercial enterprise on the property adjacent to the Premises (the "Seller's Retained Parcel"). Purchaser shall screen the proposed municipal public water well in accordance with the landscaped plan attached hereto as Exhibit D, and maintain such landscaping and the Premises in accordance with Purchaser's ordinances. Purchaser hereby agrees that the conveyance of the Premises contemplated herein, the use and operation of the water well thereon and the improvement of the Premises

shall be disregarded in connection with the application of Purchaser's ordinances to Seller's ability to expand its current operation, floor area for purposes of floor area ratio (FAR) calculations, setbacks, required yards, and site coverage limitations. The foregoing rights and obligations shall survive the Closing.

8. **Contingency Period.**

- (a) From and after the Execution Date up to and including the date which is ninety (90) days thereafter ("Contingency Date"), Purchaser, its employees, representatives and agents shall have the right to enter upon the Premises to make such tests and studies (collectively herein called "Studies") to determine whether the Premises is suitable for Purchaser's intended use and determine whether there are any facts, circumstances or matters concerning the Premises that are unacceptable to Purchaser, in Purchaser's sole and absolute discretion, subject to the following terms and conditions:
 - (i) Purchaser shall give Seller at least two (2) business days telephonic notice of its intention to inspect the Land or conduct any sampling or testing and any invasive testing shall require Seller's prior written consent;
 - (ii) Purchaser agrees that Seller may have a representative present at any inspection, sampling or testing, including, but not limited to, an environmental engineer or consultant designated by Seller (in connection with any environmental sampling or testing conducted by Purchaser in accordance with this Section 8);
 - (iii) Purchaser shall maintain commercially reasonable amounts of liability insurance coverage for its officers, employees, agents and representatives inspecting the Land or conducting sampling or testing (showing Seller as an additional insured) and, at Seller's request, will provide Seller with written evidence of the same;
 - (iv) Any such inspections, sampling and testing shall be at Purchaser's sole cost and expense and Purchaser agrees to keep the Land free and clear of any liens which may arise as a result of such inspections, sampling and testing;
 - (v) Purchaser shall, at its sole cost and expense, restore promptly any physical damage caused by the inspection, sampling or testing of the Land and return the Land as near as possible to condition of the Land that existed prior to such inspection; and
 - (vi) Purchaser hereby indemnifies and agrees to defend, and hold Seller and its managers, members, officers, directors,

shareholders, advisors, beneficiaries, agents, employees, representatives, tenants and affiliates harmless from and against all loss, cost, liability, lien, damage or expense, including reasonable attorneys' fees and costs made, sustained, suffered or incurred against or by Seller and its managers, members, officers, directors, shareholders, advisors, beneficiaries, agents, employees, representatives, tenants and affiliates and attributable to or arising out of a breach of the foregoing agreements by Purchaser in connection with any such inspection, sampling or testing or arising out of any such inspection, sampling or testing by Purchaser or its agents, employees, representatives, contractors or subcontractors. The foregoing indemnification obligations shall survive Closing or the termination of this Agreement.

- (b) The period of time between the Execution Date and the Contingency Date and/or the extended Contingency Date may sometimes hereinafter be referred to as the "Contingency Period".
- (c) Within fifteen (15) days after the Execution Date, Seller will deliver to Purchaser copies of any Studies which are in Seller's possession, including the following to the extent reasonably available in Seller's possession (collectively herein called "Seller's Deliveries"):
 - (i) environmental assessment reports;
 - (ii) most recent tax bill pertaining to the Premises; and
 - (iii) existing survey and title work (including title documents).
- (d) If Purchaser determines that the Premises or any fact, circumstance or matter related thereto is not acceptable, then Purchaser may, by written notice on or before the expiration of the Contingency Period, terminate this Agreement, for any reason whatsoever, in which event, neither Purchaser nor Seller shall have any further obligations hereunder (except for those obligations which expressly survive termination of this Agreement) and the Earnest Money, together with any interest accrued thereon, shall be returned immediately to Purchaser upon Purchaser's demand, and the parties agree to execute all documents necessary to effectuate the same. Purchaser shall have the right to waive the aforesaid condition or to close the transaction contemplated by this Agreement if said condition is not satisfied as aforesaid. In the event that prior to the expiration of the Contingency Period, Purchaser determines that it does not intend to purchase the Premises for any reason, including, without limitation, the results of any of its investigations, Purchaser agrees to terminate this Agreement at such

time pursuant to the terms of this subparagraph (d) without waiting until the expiration of the Contingency Period.

- (e) If Seller shall fail to deliver any of Seller's Deliveries to Purchaser within the time periods specified respectively therefor, then the Contingency Period shall be extended by one (1) day for each day Seller shall fail to complete such deliveries.

9. **Closing.** The closing ("the Closing") shall take place on the date (the "Closing Date") which is fifteen (15) days after the earlier to occur of (i) the date Purchaser furnishes Seller with written notice waiving the conditions precedent in Paragraph 8 above and indicating its intent to close this transaction (the "Closing Notice"), and (ii) the expiration of the Contingency Period, provided that Purchaser has not earlier terminated this Agreement pursuant to Paragraph 8 above.

10. **As-Is, Where-Is.**

- (a) PURCHASER ACKNOWLEDGES AND AGREES THAT (i) THE PREMISES SHALL BE SOLD, AND PURCHASER SHALL ACCEPT POSSESSION OF THE PREMISES ON THE CLOSING DATE, "AS IS, WHERE IS, WITH ALL FAULTS", WITH NO RIGHT OF SETOFF OR REDUCTION IN THE PURCHASE PRICE; AND (ii) EXCEPT FOR SELLER'S REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 11 HEREOF (THE "SELLER'S WARRANTIES"), SELLER SHALL NEITHER HAVE NOR SHALL BE DEEMED TO HAVE MADE ANY VERBAL OR WRITTEN REPRESENTATIONS, WARRANTIES, PROMISES OR GUARANTEES (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) TO PURCHASER WITH RESPECT TO THE PREMISES, OR ANY MATTER SET FORTH, CONTAINED OR ADDRESSED IN THE SELLER'S DELIVERIES (INCLUDING, BUT NOT LIMITED TO, THE ACCURACY AND COMPLETENESS THEREOF); AND (iii) PURCHASER HAS CONFIRMED INDEPENDENTLY ALL INFORMATION THAT IT CONSIDERS MATERIAL TO ITS PURCHASE OF THE PREMISES. PURCHASER SPECIFICALLY ACKNOWLEDGES THAT, EXCEPT FOR THE SELLER'S WARRANTIES, PURCHASER IS NOT RELYING ON (AND SELLER DOES HEREBY DISCLAIM AND RENOUNCE) ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE FROM SELLER AS TO: (1) THE OPERATION OF THE LAND, USES, OR MERCHANTABILITY OR FITNESS OF ANY PORTION OF THE PREMISES FOR A PARTICULAR PURPOSE, INCLUDING, WITHOUT LIMITATION, PURCHASER'S INTENDED USE; (2) THE PHYSICAL CONDITION OF THE PREMISES OR THE CONDITION OR SAFETY OF THE PREMISES

(INCLUDING, BUT NOT LIMITED TO: SOILS AND GEOLOGY, INCLUDING HAZARDOUS MATERIALS, LOT SIZE, OR SUITABILITY OF THE PREMISES FOR A PARTICULAR PURPOSE, INCLUDING PURCHASER'S INTENDED USE); (3) THE PRESENCE OR ABSENCE, LOCATION OR SCOPE OF ANY HAZARDOUS MATERIALS IN, AT, OR UNDER THE PREMISES; (4) WHETHER THE PREMISES ARE IN GOOD CONDITION OR IN COMPLIANCE WITH APPLICABLE MUNICIPAL, COUNTY, STATE OR FEDERAL STATUTES, CODES OR ORDINANCES; (5) THE DIMENSIONS OF THE LAND; AND (6) SELLER'S OWNERSHIP OF ANY PORTION OF THE PREMISES. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SELLER IS UNDER NO DUTY TO MAKE ANY AFFIRMATIVE DISCLOSURES OR INQUIRY REGARDING ANY MATTER WHICH MAY OR MAY NOT BE KNOWN TO SELLER.

(b) PURCHASER, FOR PURCHASER AND PURCHASER'S SUCCESSORS AND ASSIGNS, HEREBY FULLY AND IRREVOCABLY RELEASES SELLER FROM, AND WAIVES ALL CLAIMS AND LIABILITY AGAINST SELLER FOR OR ATTRIBUTABLE TO THE FOLLOWING:

(1) ANY AND ALL STATEMENTS OR OPINIONS HERETOFORE OR HEREAFTER MADE, OR INFORMATION FURNISHED, BY SELLER OR THE SELLER PARTIES TO PURCHASER OR PURCHASER'S AGENTS, EXCEPT FOR THE SELLER'S WARRANTIES (AS SUCH TERM IS HEREIN DEFINED); AND

(2) ANY STRUCTURAL, PHYSICAL OR ENVIRONMENTAL CONDITION AT THE LAND, INCLUDING WITHOUT LIMITATION, CLAIMS OR LIABILITIES RELATING TO THE PRESENCE, DISCOVERY OR REMOVAL OF ANY HAZARDOUS MATERIALS IN, AT, ABOUT OR UNDER THE PREMISES, OR FOR, CONNECTED WITH OR ARISING OUT OF ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED UPON CERCLA (COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT OF 1980, 42 U.S.C. §9601 *ET SEQ.*, AS AMENDED BY SARA [SUPERFUND AMENDMENT AND REAUTHORIZATION ACT OF 1986] AND AS MAY BE FURTHER AMENDED FROM TIME TO TIME), THE RESOURCE CONSERVATION AND

RECOVERY ACT OF 1976, 42 U.S.C. §6901 *ET SEQ.*, ANY LOCAL, STATE, FEDERAL OR OTHER LAWS OR REGULATIONS REGARDING PURCHASER'S INTENDED USE AS A MUNICIPAL POTABLE WATER SUPPLY WELL OR ANY RELATED CLAIMS OR CAUSES OF ACTION OR ANY OTHER FEDERAL OR STATE BASED STATUTORY OR REGULATORY CAUSES OF ACTION FOR ENVIRONMENTAL CONTAMINATION AT, IN OR UNDER THE PREMISES.

- (c) For purposes of this Agreement, the term "Hazardous Material" shall mean any substance, chemical, waste or material that is or becomes regulated by any federal, state or local governmental authority because of its toxicity, infectiousness, radioactivity, explosiveness, ignitability, corrosiveness or reactivity, including, without limitation, mold, asbestos, the group of compounds known as polychlorinated biphenyls, flammable explosives, oil, petroleum or any refined petroleum product.
- (d) Purchaser acknowledges that it has inspected the Land, is thoroughly acquainted with and accepts its condition, and has reviewed, to the extent necessary in its discretion, all information relating to the Land. Purchaser acknowledges and agrees that the provisions of this Section 10 were a material factor in Seller's acceptance of the Purchase Price.
- (e) Notwithstanding anything to the contrary in this Agreement, the provisions of this Section 10 shall survive the termination of this Agreement and the Closing.

11. **Seller's Representations, Warranties and Covenants.** Without limiting any other provision of this Agreement and as a material inducement to Purchaser's entering into this Agreement, Seller represents, warrants and covenants to Purchaser as of the date hereof that:

- (a) From and after the Execution Date and until the earlier of (i) the Closing Date and (ii) the date this Agreement is otherwise terminated, Seller agrees not to (x) sell, transfer, convey or cause or permit to be sold, transferred, leased or conveyed, the Premises, or any part thereof, or alter or amend the zoning classification of the Premises; (y) intentionally create or suffer any right, claim, lien or encumbrance of any kind or nature whatsoever on the Premises or any portion thereof; or (z) intentionally add or remove soil from the Premises or otherwise dump or abandon any property, materials or chemicals thereon;
- (b) Neither the execution nor delivery of this Agreement, consummation of the transaction contemplated hereby, nor fulfillment of or

compliance with the terms and conditions hereof, conflicts with or will result in a breach of any of the terms, conditions or provisions of any agreement or instrument to which Seller is a party or by which it is bound, or constitutes a default under any of the foregoing, or results in the creation of a lien, claim, charge or encumbrance on the Premises other than the Permitted Exceptions;

- (c) Seller has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Seller pursuant hereto. This Agreement and all documents to be executed pursuant hereto by Seller are and shall be binding upon and enforceable against Seller in accordance with their respective terms; and
- (d) Seller has in full force and effect policies of liability insurance covering the Premises, and will maintain such policies in full force and effect with the coverages and limits in effect as of the Execution Date from the Execution Date until and including the Closing Date, and shall not allow any of such policies to expire without renewal or to be canceled by virtue of any act or omission of Seller.

12. **Purchaser's Representations, Warranties and Covenants.** Without limiting any other provision of this Agreement and as a material inducement to Seller's entering into this Agreement, Purchaser represents, warrants and covenants to Seller as of the date hereof that:

- (a) Purchaser shall be responsible for obtaining any local, county, state or federal approvals required or necessary for Purchaser's intended use at Purchaser's sole cost and expense;
- (b) Neither the execution nor delivery of this Agreement, consummation of the transaction contemplated hereby, nor fulfillment of or compliance with the terms and conditions hereof, conflicts with or will result in a breach of any of the terms, conditions or provisions of any agreement or instrument to which Purchaser is a party or by which it is bound, or constitutes a default under any of the foregoing;
- (c) Purchaser has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Purchaser pursuant hereto. This Agreement and all documents to be executed pursuant hereto by Purchaser are and shall be binding upon and enforceable against Purchaser in accordance with their respective terms, and the transaction contemplated hereby will not result in a breach of, or constitute a default under, any agreement to which Purchaser is subject or by which Purchaser is subject or by which Purchaser is bound;

- (d) Purchaser shall use the Premises exclusively for Purchaser's intended use as described in Section 6 of this Agreement, and such intended use shall be binding upon Purchaser's heirs, executors, administrators, successors, assigns, grantees and legal representatives; and
- (e) From and after the Closing Date (unless this Agreement is otherwise terminated), Purchaser expressly agrees that it shall not occupy, use or possess the Premises or any part thereof for purposes other than the intended use, including the operation or conduct of any business, commercial or industrial activity or trade whatsoever or for residential purposes or permit any third party to so occupy, use or possess the Premises or any part thereof. Purchaser's representations under this Section 12 shall survive the Closing.

13. **Title and Survey.**

- (a) Within fifteen (15) days following the Execution Date, Purchaser shall obtain, at Purchaser's sole cost and expense, a title commitment ("Commitment") for an ALTA Form owner's title insurance policy issued by Chicago Title Insurance Company ("Title Insurer") in the amount of the Purchase Price, covering title to the Premises on or after the Execution Date together with legible copies of all documents appearing therein.¹ The title policy issued by the Title Insurer based on the Commitment shall include such additional endorsements as may reasonably be requested by Purchaser, at Purchaser's expense, provided Purchaser's ability to obtain any such endorsements shall not be a condition precedent to Purchaser's obligations under this Agreement. The Commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions as therein stated.
- (b) Within thirty (30) days following the Execution Date, Purchaser shall, at Purchaser's sole cost and expense, cause a current ALTA/ASCM plat of survey of the Premises to be prepared by an Illinois registered and licensed surveyor (the "Survey"). The Survey shall be certified to Purchaser and the Title Insurer. The Survey shall be in conformity with the current standards for Land Title Surveys of the American Title Association and American Congress on Surveying and Mapping, jointly established by ALTA and ACSM in 2016, and such standards as are required by the Title Insurer as a condition to providing extended coverage over general exceptions.

If the Commitment or Survey disclosed exceptions or Survey matters which are unacceptable to Purchaser, Purchaser shall notify Seller of

¹ Note, sentence deleted as the commitment will show all items on title. To the extent Purchaser objects to any such items, it will be through the process set forth in the last paragraph of 13(b).

such objections within fifteen (15) days following its receipt of the Commitment, the Survey and legible copies of all documents referred to therein, but in no event later than thirty-five (35) days prior to the expiration of the Contingency Period, and Seller shall have thirty (30) days from the date of delivery of Purchaser's objection notice to have such exceptions removed from the Commitment and to cure such Survey defects or to have the Title Insurer commit in writing to insure Purchaser against loss or damage that may be occasioned by such exceptions or Survey defects. Notwithstanding anything to the contrary herein, Seller shall not have an obligation to cure any objections to the Commitment or Survey. If Seller fails to have the exceptions removed or to correct any Survey defects, or in the alternative to obtain the written Commitment for title insurance specified above as to such exceptions or Survey defects within the specified time, Purchaser may terminate this Agreement or may elect, upon notice to Seller within ten (10) days after the expiration of Seller's thirty (30) day cure period, to take title as it then is with the right to deduct from the Purchase Price the amount necessary (but in any event, not to exceed \$10,000.00) to release any monetary liens or encumbrances (which may be released by the payment of a liquidated sum of money of a definite or ascertainable amount), such as mortgages or mechanic's liens, or to cause the Title Insurer to issue an endorsement insuring over such unpermitted exception or Survey defect. If Purchaser elects to terminate by written notice to Seller prior to the expiration of the Contingency Period, this Agreement shall become null and void without further actions of the parties and the Earnest Money, together with all accrued interest thereon, shall be returned to Purchaser immediately.

14. **Closing Requirements.** On or before the Closing Date:

- (a) Seller shall deliver sole and exclusive possession of the Premises to Purchaser subject to no leasehold or possessory rights of third parties; and
- (b) Seller shall remove all personal property from the Premises.

15. **Release and Waiver.** In order to induce Seller to enter this Agreement and as a material part of the consideration therefore, Purchaser, on behalf of itself and each of its officers, directors, shareholders, partners, members, predecessors, successors, assigns, servicers, attorneys, contractors, legal and personal representatives and agents (collectively, "Releasers"), hereby irrevocably and unconditionally waive, release and forever discharge Seller and its predecessors, affiliates, successors, assigns, agents, subsidiaries, parents, partners, members, investors, officers, shareholders, directors, employees and attorneys, or any of them (the "Released Parties"), from and against any and all causes of action, suits, debts, liens, obligations, liabilities, claims, demands, damages, judgments, losses, orders, penalties, costs and expenses, including, without limitation, attorneys' fees, of any kind or

nature whatsoever, whether under law, in equity or by statute, known or unknown, suspected or unsuspected, fixed or contingent, liquidated or unliquidated, which the Releasors now have, own, hold, or claim to have, own, or hold, or at any time heretofore have had, owned, held or claimed to have had, owned, or held against any of the Released Parties arising from, based upon, or related to, whether directly or indirectly (collectively herein the "Claims" or any of them individually a "Claim") (a) the Premises, (b) any and all other agreements, documents or instruments referenced herein or in any way related hereto or thereto; or (c) any act, omission, negligence or breach of duty at the Premises. Releasors acknowledge that there is a risk that after the date of the Agreement, Releasors may discover, incur, or suffer from Claims which were unknown or unanticipated, including, without limitation, unknown or unanticipated Claims which, if known by Releasors, may have materially affected Releasors' decision to execute the Agreement. The provisions of this Section 15 shall survive the Closing.

16. TIME IS OF THE ESSENCE OF THIS AGREEMENT.

17. **Closing.** The Closing shall take place on the Closing Date or such other date as may be mutually acceptable to Seller and Purchaser at the offices of Title Insurer, and shall be consummated through an escrow with Escrowee in accordance with the general provisions of the usual form of deed and money escrow then in use by Escrowee, with such provisions added thereto as may be agreed upon by the parties and as may be necessary to conform such escrow with the requirements of this Agreement. Upon the creation of such deed and money escrow, the payment of the Purchase Price and the delivery of the Deed and all other documents and deliveries required from the parties shall be made through such deed and money escrow. The parties shall make all required deposits into such escrow on or before the Closing Date. All costs of such escrow and all costs imposed by the Title Insurer for the Closing and the Earnest Money escrow shall be Purchaser's responsibility. Such escrow agreement shall be and at all times remain auxiliary to the terms and provisions of this Agreement, and the terms and provisions of this Agreement shall control over any contrary terms of such escrow agreement.

- (a) On the Closing Date, Seller shall deliver in accordance with the terms of the above-mentioned deed and money escrow agreement the following:
 - (i) Executed and recordable Deed;
 - (ii) Executed and recordable version of that certain Agreement and Grant of Easement dated as of the Closing Date by and between Purchaser and Seller (the "Easement Agreement");
 - (iii) Closing Statement;
 - (iv) Affidavit under Section 1445 of the Internal Revenue Code;
 - (v) ALTA Statements;

- (vi) Executed revenue declaration forms for all applicable transfer taxes;
 - (vii) Affidavit of Title;
 - (viii) An executed gap undertaking;
 - (ix) Plat Act affidavit;
 - (x) Petition to divide land to be filed with Will County Supervisor of Assessments; and
 - (xi) Any and all other necessary and customary Seller's documents (including such documents as are necessary to deliver the Earnest Money).
- (b) On the Closing Date, Purchaser shall deliver in accordance with the terms of the above-mentioned deed and money escrow agreement the following:
- (i) The balance of the Purchase Price, by cashier's check or certified check or wire transfer;
 - (ii) Executed Easement Agreement;
 - (iii) Executed revenue declaration forms for all applicable transfer taxes;
 - (iv) Closing Statement;
 - (v) ALTA statements;
 - (vi) Corporate resolutions, by-laws and such other authority documents as Title Company may reasonably require; and
 - (vii) Any and all other necessary and customary Purchaser's documents (including such documents as are necessary to deliver the Earnest Money).

18. **Prorations.** Purchaser shall provide a credit to Seller for Purchaser's pro rata share of real estate taxes for the year 2017 for the period from and after Closing which are allocable to the Premises. The pro rata share shall be based upon the relative square footage of the Premises as the Premises relates to the larger PIN tract of which the Premises is a part. Purchaser and Seller shall prorate all special assessments as of the Closing Date, with Purchaser paying any special assessments applicable to the period commencing on the Closing Date and thereafter.

19. **Expenses.** Purchaser shall be responsible for the payment of all Local, State and County transfer taxes (to the extent applicable), all escrow and closing fees, all recording fees associated with releases of unpermitted title exceptions and Seller's documents, all fees and costs associated with the Will County Petition for Division process and all general and customary title insurance premiums and charges for the issuance of the Commitment, Owner's Title Policy including an extended coverage endorsement over the general exceptions (if available), and for the gap coverage and any additional endorsements Purchaser may request, and for any additional customary Purchaser expenses.

20. **Notices.**

- (a) All notices required or to be given pursuant hereto shall be in writing and either delivered personally, or by a nationally recognized overnight courier service, via facsimile transmission or mailed by United States certified or registered mail, postage, prepaid, addressed to Seller and Purchaser as follows:

If to Seller: RHC II LLC
1300 Naperville Drive
Romeoville, Illinois 60446
Attn: Greg Cohen
Fax: 773-289-9200

With a copy to: DLA Piper LLP (US)
444 W. Lake St.
Suite 900
Chicago, Illinois 60606
Attn: Adam Berkoff, Esq.
Fax: (312) 630-5331

To the Purchaser: Village of Romeoville
1050 W. Romeo Road
Romeoville, Illinois 60446
Attn: Village Manager

With a copy to: Richard E. Vogel
Tracy, Johnson & Wilson
2801 Black Road, Second Floor
Joliet, Illinois 60435
Fax: (815) 727-4846

- (b) Notices shall be deemed effective and properly delivered and received when and if either (i) personally delivered, (ii) transmitted by facsimile, (iii) delivered by nationally recognized overnight courier service; or (iv) three (3) business days after being deposited in the U.S. Mail, by registered or certified mail, return receipt requested, postage prepaid.

- (c) Either Seller or Purchaser may change the names and addresses of the persons to whom notices or copies thereof shall be delivered, by written notice to Purchaser or Seller, as the case may be, in the manner herein provided for the service of notice.

21. Intentionally Omitted.

22. **Brokerage.** Seller and Purchaser each represent to the other that they have not dealt with any real estate broker with respect to this Agreement, and that no broker is in any way entitled to any broker's fee or other payment in connection with this Agreement. Each party hereby agrees to indemnify, defend and hold the other harmless of and from any and all manner of claims, liabilities, loss, damage, attorneys' fees and expenses, incurred by either party and arising out of, or resulting from, any claim, by any broker or finder in contravention of their representations and warranties herein contained.

23. **Integration.** This Agreement sets forth and contains all agreements, understandings and covenants between the Purchaser and the Seller with respect to the sale of the Premises, and supersedes any and all other written or oral agreements, understandings and negotiations, and represents the entire agreement of Purchaser and Seller with respect to the sale of the Premises. This Agreement shall only be amended or modified pursuant to the terms of a written instrument duly authorized and executed by the Parties.

24. **Threat of Condemnation or Eminent Domain.** Purchaser and Seller acknowledge that this Agreement is entered into under the threat of Purchaser's exercise of its power to acquire the Premises via condemnation or eminent domain proceedings.

25. **Incorporation of Recitals.** The recitals set forth in Ordinance No. _____ **[PLEASE PROVIDE]**, duly adopted by Purchaser are hereby incorporated into this Agreement as if fully set forth in this Paragraph 25.

26. **Counterparts.** This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed all as of the dated first above named.

PURCHASER

Village of Romeoville,
An Illinois Home Rule Municipal Corporation

SELLER

RHWC II LLC, an Illinois limited liability
Company

By: Magid Glove and Safety
Manufacturing Company, L.L.C.,
an Illinois limited liability
company, and its Manager

BY: _____

John D. Noak
Village President

By: _____

Name:
Title:

ATTEST: _____

Dr. Bernice Holloway
Village Clerk

ATTEST: _____

Exhibit A
Legal Description

That part of Lot 2A in Marquette Center Business and Industrial Park Resubdivision No. 1, being a subdivision of part of Sections 22 and 27, in Township 37 North, Range 10 East of the Third Principal Meridian, Will County, Illinois, as per plat thereof recorded September 9, 1976 as document number R76-029156 and as corrected by certificate of correction recorded September 23, 1976 as document number R76-030954 and being more particularly described as follows:

Beginning at the southeast corner of said Lot 2A; thence North 90 degrees 00 minutes 00 seconds West (bearings as referenced in said Marquette Center Business and Industrial Park Resubdivision No. 1), along the south line of said Lot 2A, a distance of 227 feet; thence North 00 degrees 00 minutes 00 seconds East, at right angles to the last described line, 95.00 feet, to the north line of the south 95.00 feet of said Lot 2A; thence North 90 degrees 00 minutes 00 seconds East, along said north line, 236.70 feet, more or less, to an easterly line of said Lot 2A; thence southerly along said easterly line, being a non-tangential arc to the right, having an arc length of 159.84 feet, a radius of 1087.59 feet, a chord length of 159.70 feet and a chord bearing of South 04 degrees 08 minutes 08 seconds West, to the Point of Beginning.

Exhibit B
Easement Agreement

Exhibit C
Deed

Exhibit D
Plans

Exhibit E
Will County Petition for Division

Exhibit A
Legal Description

That part of Lot 2A in Marquette Center Business and Industrial Park Resubdivision No. 1, being a subdivision of part of Sections 22 and 27, in Township 37 North, Range 10 East of the Third Principal Meridian, Will County, Illinois, as per plat thereof recorded September 9, 1976 as document number R76-029156 and as corrected by certificate of correction recorded September 23, 1976 as document number R76-030954 and being more particularly described as follows:

Beginning at the southeast corner of said Lot 2A; thence North 90 degrees 00 minutes 00 seconds West (bearings as referenced in said Marquette Center Business and Industrial Park Resubdivision No. 1), along the south line of said Lot 2A, a distance of 227 feet; thence North 00 degrees 00 minutes 00 seconds East, at right angles to the last described line, 95.00 feet, to the north line of the south 95.00 feet of said Lot 2A; thence North 90 degrees 00 minutes 00 seconds East, along said north line, 236.70 feet, more or less, to an easterly line of said Lot 2A; thence southerly along said easterly line, being a non-tangential arc to the right, having an arc length of 159.84 feet, a radius of 1087.59 feet, a chord length of 159.70 feet and a chord bearing of South 04 degrees 08 minutes 08 seconds West, to the Point of Beginning.

Exhibit B
Easement Agreement

AGREEMENT AND GRANT OF EASEMENT

THIS AGREEMENT AND GRANT OF EASEMENT (this "Agreement") is made and entered into as of this ____ day of _____, 2017, by and between the Village of Romeoville, an Illinois Home Rule Municipal Corporation ("Village") and RHC II LLC, an Illinois limited liability company ("Owner").

RECITALS:

A. Owner is the legal owner of real estate having a common address of 1300 Naperville Drive, Romeoville, Illinois and more particularly legally described in Exhibit A attached hereto and incorporated herein by this reference ("Owner Property"). Pursuant to that certain Real Estate Purchase Agreement dated _____, 2017 (the "Purchase Agreement"), Owner conveyed to Village certain real property adjacent to the Owner Property and more particularly legally described in Exhibit B attached hereto and incorporated herein by this reference ("Village Property"). The Owner Property and the Village Property may sometimes hereinafter be collectively referred to as the "Properties".

B. Village purchased the Village Property for the development and use of a municipal water well site and appurtenant buildings in accordance with Village's ordinances and the pertinent provisions of the Purchase Agreement, and that in connection therewith, that Village desires to obtain and thereafter use an access easement over and across a portion of the Owner Property more particularly legally described in Exhibit C attached hereto and incorporated herein by this reference (the "Easement Property"), all upon the terms and conditions hereinafter set forth. Owner is willing to grant such an easement to Village over and across the Easement Property on the terms and conditions hereinafter set forth, subject to the parties closing the sale of the Village Property from Owner to Village.

C. The Village Property and the Easement Property are graphically depicted in Exhibit D attached hereto and incorporated herein by this reference.

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

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

2. **Ingress and Egress.** Subject to any express conditions, limitations or reservations contained herein, Owner hereby declares and grants to Village a perpetual, non-exclusive easement for pedestrian and vehicular access, ingress and egress over and across the Easement Property, seven (7) days a week, twenty-four (24) hours a day ("Access Easement") for purposes of going to and from the Village Property. The Access Easement shall run with the land. The Access Easement shall be subject to the covenants, conditions and restrictions contained within the deed by which the Owner conveys the Village Property to the Village limiting and restricting the use of the Village Property exclusively for the use and purpose of operating a municipal public potable water supply well and appurtenant equipment, uses and buildings. Without otherwise limiting the foregoing, Village shall have the right at its sole cost and expense to improve the Village Property with a paved surface appropriate to the Village's contemplated use of the Village Property, and to use the Access Easement for the transportation of construction equipment and materials to the Village Property in connection with the Village's future use and development of the Village Property, provided, however, that Village shall repair any and all damage to the Access Easement and/or the Easement Property caused by its construction of improvements on the

Village Property or otherwise in connection with the Village's use of the Easement Property. The Easement Property is subject to concurrent use by Owner and its employees, agents, representatives, contractors, guests, invitees, and permittees.

3. **Obstructions.** Owner and Village shall refrain from obstructing or interfering with the other's use of the Easement Property and Access Easement for the purposes contemplated herein, provided, however, that notwithstanding the preceding clause or any other contrary provision of this Agreement, the Village shall have the right, upon reasonable prior notice to Owner, to temporarily partially obstruct the Access Easement in connection with the construction activities occurring on the Village Property, and also in connection with the conduct of routine periodic maintenance activities on the Village Property, provided, however, (i) in no event shall any such actions adversely impact Owner's use of the Easement Property or the operation of its business on the Owner Property and (ii) in the event any such actions would prevent Owner from using the Easement Property, such actions shall require Owner's reasonable prior consent.

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

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

6. **Maintenance; Cost; Disputes.** Village shall, at its sole cost and expense, maintain the Village Property in good condition and repair at all times, shall replace or repair any improvements thereon when reasonably necessary, and shall otherwise maintain the Village Property in compliance with the applicable codes and ordinances of the Village. The maintenance obligations in the preceding sentence shall extend to all improvements located within the Village Property which are necessary for access or passage to and from the Village Property. Those obligations necessarily include, but are not limited to, repairs and maintenance, sealcoating, resurfacing and replacing the concrete or asphalt, striping, snow removal, landscaping, lighting, surface drainage and safety issues. The Village's obligations under this Section 6 are collectively the "Maintenance Obligations".

7. **Reserved.**

8. **Runs with Land.** This Agreement and the covenants contained herein shall run with the land. The Easement Property and the Access Easement shall endure perpetually. This Agreement is made expressly for the benefit of, and shall be binding on, the heirs, personal representatives, successors in interest and assigns of the respective parties.

9. **Use of Easement Property.** Village hereby agrees that its use of the Easement Property and the Village Property shall comply with Village Ordinances, the pertinent provisions of the Purchase Agreement, and the pertinent provisions of this Agreement, and shall not be disruptive to or interfere with Owner's, or Owner's agents', representatives', employees' and contractors' use of the Easement Property or Owner Property.

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

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

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

13. **Insurance.** The Village shall carry at all times, with respect to the Village Property, commercial general public liability insurance, including contractual liability, in an amount not less than Two Million Dollars (\$2,000,000.00) combined single limit per occurrence, and Owner shall be named as an additional insured under this policy. Village shall further cause such coverage to extend to and cover its use of the Easement Property and the Access Easement. Village shall from time to time provide Owner with evidence of such insurance coverage.

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

15. **Consents.** Wherever in this Agreement the consent or approval of any party is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. The consent of a party under this Agreement, to be effective, must be given in writing.

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

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

Owner: RHC II, LLC
1300 Naperville Drive,
Romeoville, IL 60446
Attn.: Greg Cohen

Village: Village of Romeoville

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

18. **Estoppel Certificate.** Each party hereto agrees to certify by certificate to the other party and any mortgagee of such party or prospective purchaser of such party's property, upon request from time to time (a) that to the best knowledge of the certifying party, the requesting party is not in default in the performance of its obligations under this Agreement (or specifying the nature of such default), and (b) such other factual matters as the requesting party may reasonably request. Each party receiving such request shall execute and return such certificate within fifteen (15) business days following the receipt thereof. The parties acknowledge that any such certificate may be relied upon by any party to whom such certificate is addressed.

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

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

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

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

VILLAGE
Village of Romeoville, an Illinois Home Rule Municipal
Corporation

By: _____

Its: _____

State of _____)
) ss.
County of _____)

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

GIVEN under my hand and notarial seal this ____ day of _____, 2017.

Notary Public

My commission expires:

OWNER
RHWC II, LLC, an Illinois limited liability company

By: Magid Glove and Safety Manufacturing Company,
L.L.C., an Illinois limited liability company, and its
Manager

By: _____

Its: _____

State of _____)
) ss.
County of _____)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____ of Magid Glove and Safety Manufacturing Company, L.L.C., an Illinois limited liability company, which is the Manager of RHWC II LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such managing member, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act as such managing member and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth; and on his/her oath stated that he/she was duly authorized to execute said instrument.

GIVEN under my hand and notarial seal this ___ day of _____, 2017.

Notary Public

My commission expires: _____

EXHIBIT A
Owner Property
Legal Description

Parent Tract Less Well Site Description (this includes area of Ingress – Egress and Cross Access Easement)

Lot 2A in Marquette Center Business and Industrial Park Resubdivision No. 1, being a subdivision of part of Sections 22 and 27, in Township 37 North, Range 10 East of the Third Principal Meridian, Will County, Illinois, as per plat thereof recorded September 9, 1976 as document number R76-029156 and as corrected by certificate of correction recorded September 23, 1976 as document number R76-030954 excepting therefrom the following described parcel of land:

Beginning at the southeast corner of said Lot 2A; thence North 90 degrees 00 minutes 00 seconds West (bearings as referenced in said Marquette Center Business and Industrial Park Resubdivision No. 1), along the south line of said Lot 2A, a distance of 227 feet; thence North 00 degrees 00 minutes 00 seconds East, at right angles to the last described line, 95.00 feet, to the north line of the south 95.00 feet of said Lot 2A; thence North 90 degrees 00 minutes 00 seconds East, along said north line, 236.70 feet, more or less, to an easterly line of said Lot 2A; thence southerly along said easterly line, being a non-tangential arc to the right, having an arc length of 95.52 feet, a radius of 1087.59 feet, a chord length of 95.49 feet and a chord bearing of South 05 degrees 49 minutes 47 seconds West, to the Point of Beginning.

Containing 14.327 acres or 624093 square feet more or less.

EXHIBIT B
Village Property
Legal Description

That part of Lot 2A in Marquette Center Business and Industrial Park Resubdivision No. 1, being a subdivision of part of Sections 22 and 27, in Township 37 North, Range 10 East of the Third Principal Meridian, Will County, Illinois, as per plat thereof recorded September 9, 1976 as document number R76-029156 and as corrected by certificate of correction recorded September 23, 1976 as document number R76-030954 and being more particularly described as follows:

Beginning at the southeast corner of said Lot 2A; thence North 90 degrees 00 minutes 00 seconds West (bearings as referenced in said Marquette Center Business and Industrial Park Resubdivision No. 1), along the south line of said Lot 2A, a distance of 227 feet; thence North 00 degrees 00 minutes 00 seconds East, at right angles to the last described line, 95.00 feet, to the north line of the south 95.00 feet of said Lot 2A; thence North 90 degrees 00 minutes 00 seconds East, along said north line, 236.70 feet, more or less, to an easterly line of said Lot 2A; thence southerly along said easterly line, being a non-tangential arc to the right, having an arc length of 159.84 feet, a radius of 1087.59 feet, a chord length of 159.70 feet and a chord bearing of South 04 degrees 08 minutes 08 seconds West, to the Point of Beginning.

Part of PIN 12-02-27-204-009-0000

EXHIBIT C
Easement Property
Legal Description

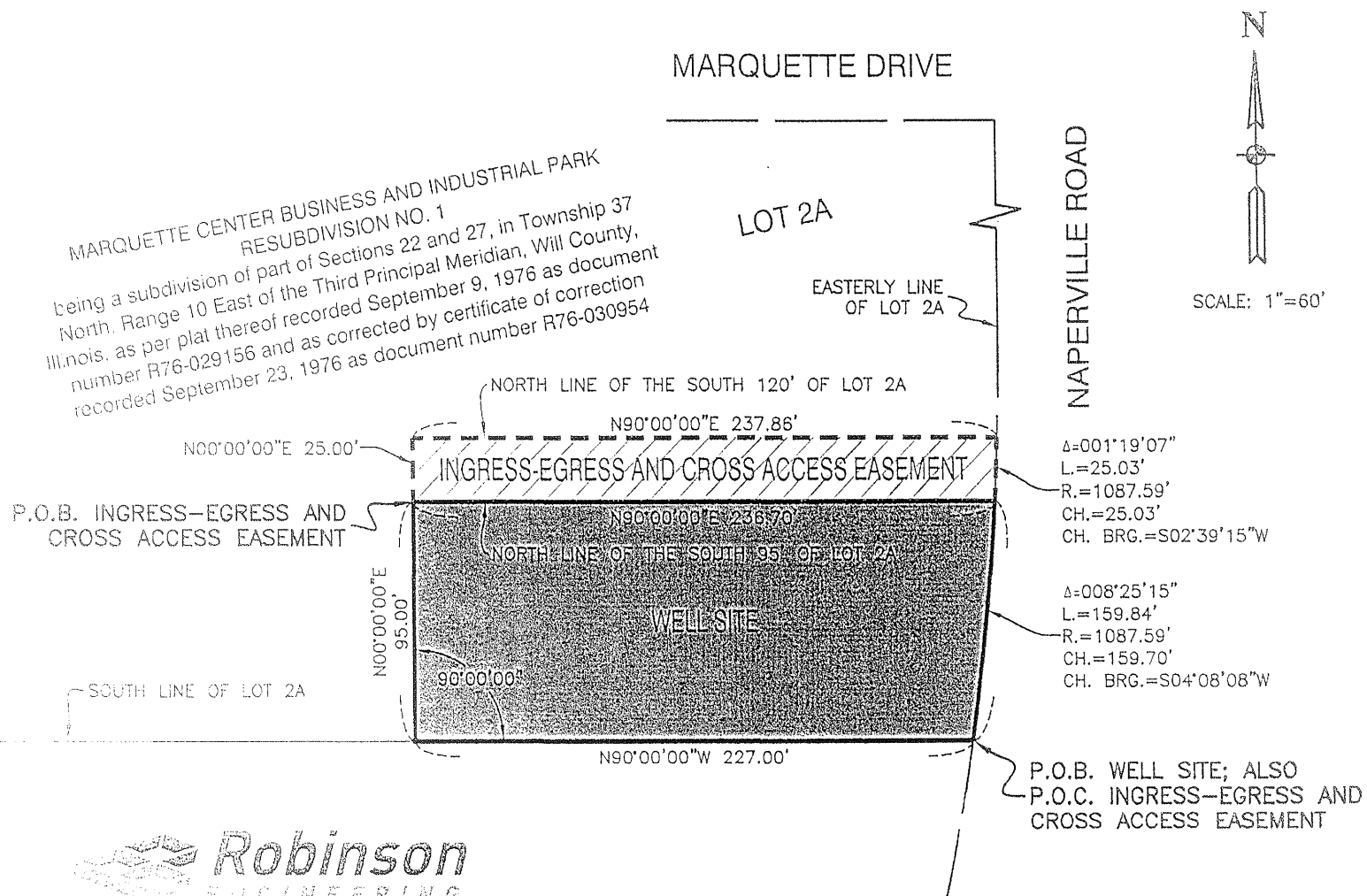
That part of Lot 2A in Marquette Center Business and Industrial Park Resubdivision No. 1, being a subdivision of part of Sections 22 and 27, in Township 37 North, Range 10 East of the Third Principal Meridian, Will County, Illinois, as per plat thereof recorded September 9, 1976 as document number R76-029156 and as corrected by certificate of correction recorded September 23, 1976 as document number R76-030954 and being more particularly described as follows:

Commencing at the southeast corner of said Lot 2A; thence North 90 degrees 00 minutes 00 seconds West (bearings as referenced in said Marquette Center Business and Industrial Park Resubdivision No. 1), along the south line of said Lot 2A, a distance of 227 feet; thence North 00 degrees 00 minutes 00 seconds East, at right angles to the last described line, 95.00 feet, to the north line of the south 95.00 feet of said Lot 2A and the Point of Beginning; thence continuing North 00 degrees 00 minutes 00 seconds East, along the last described line, 25.00 feet, more or less, to the north line of the south 120.00 feet of said Lot 2A; thence North 90 degrees 00 minutes 00 seconds East, along said north line, 237.86 feet, more or less, to an easterly line of said Lot 2A; thence southerly along said easterly line, being a non-tangential arc to the right having an arc length of 25.03 feet, a radius of 1087.59 feet, a chord length of 25.03 feet and a chord bearing of South 02 degrees 39 minutes 15 seconds West, to the north line of the south 95.00 feet of said Lot 2A; thence North 90 degrees 00 minutes 00 seconds West, along said north line, 236.70 feet, to the Point of Beginning.

Part of PIN 12-02-27-204-009-0000

Exhibit D
Graphical Depiction of Village Property and Easement Property

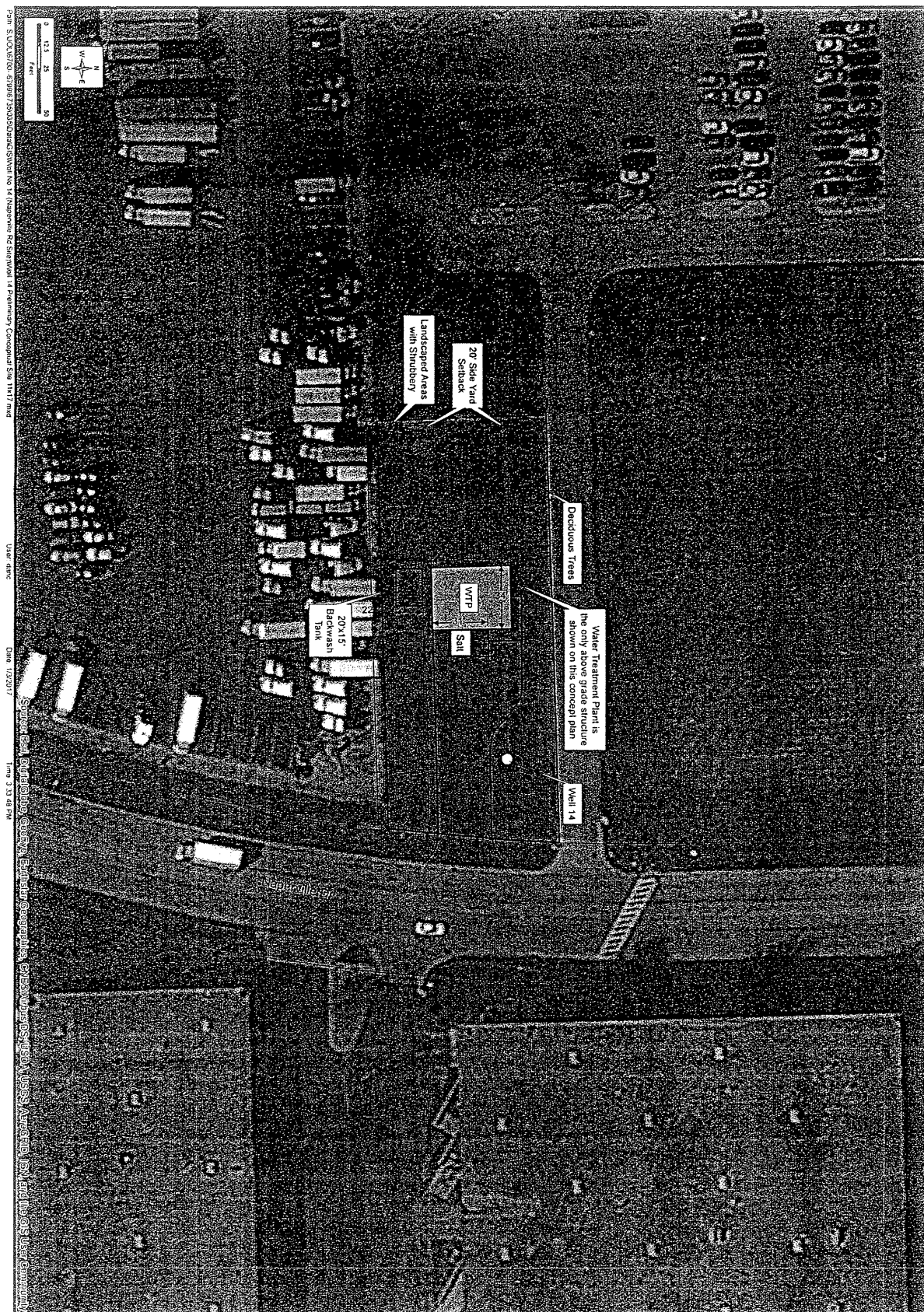
"EXHIBIT D"



SCALE: 1"=60'

Exhibit E
Site Plans

Exhibit E
Site Plans



WELL NO. 14 - PRELIMINARY SITE AND LANDSCAPE PLAN

PRELIMINARY CONCEPTUAL LAYOUT
VILLAGE OF ROMEOVILLE
WILL COUNTY, ILLINOIS

Exhibit C
Deed

Prepared By & Return to:

Richard E. Vogel
Tracy, Johnson & Wilson
2801 Black Road, Fl. 2
Joliet, IL 60435

Mail Tax Bills to:

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

QUIT CLAIM DEED

THIS QUIT CLAIM DEED is made this _____ day of _____, 2017 by **RHWC II LLC**, an Illinois limited liability company, of 2060 N. Kolmar Avenue, Chicago, Illinois ("Grantor"), to **VILLAGE OF ROMEOVILLE**, an Illinois municipal corporation of 1050 W. Romeo Road, Romeoville, Illinois 60446 ("Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, by these presents does CONVEY AND QUIT CLAIM unto the Grantee, FOREVER, all interest in the following described real estate (the "Land"), situated in the County of Will and State of Illinois, more particularly described as follows:

See Legal Description Attached as Exhibit A

PROVIDED, HOWEVER, that the Grantee's use of the Land shall be restricted exclusively to the use and purpose of operating a municipal public potable water supply well and appurtenant equipment, uses and buildings. Grantee shall not occupy, use or possess the Land or any part thereof for purposes of the operation or conduct of any business, commercial or industrial activity or trade whatsoever or for residential purposes or permit any third party to so occupy, use or possess the Land. Grantor makes no representation, warranty or assurance regarding the suitability of the Land for Grantee's intended use, the potability of such water supply, the environmental or physical condition of the Land or any other matter or condition regarding the Land or its proposed use.

TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, unto the Grantee, its successors and assigns forever, provided, however, that the conveyance herein is made upon the condition that the property described in Exhibit A hereto shall only be used for the uses and purposes contemplated above.

IN WITNESS WHEREOF, said Grantor has caused its name to be signed to the presents the day and year first above written.

[signature page follows]

RHWC II LLC, an Illinois limited liability company

By: Magid Glove and Safety Manufacturing
Company, L.L.C., an Illinois limited liability
company, and its Manager

By: _____

Name: _____

Its: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY that _____, as _____ of Magid Glove and Safety Manufacturing Company, LLC, an Illinois limited liability company, which is the Manager of RHWC II LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that he signed, sealed and delivered the same instrument as his free and voluntary act in his capacity as _____, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 2017.

Notary Public

My commission expires on _____.

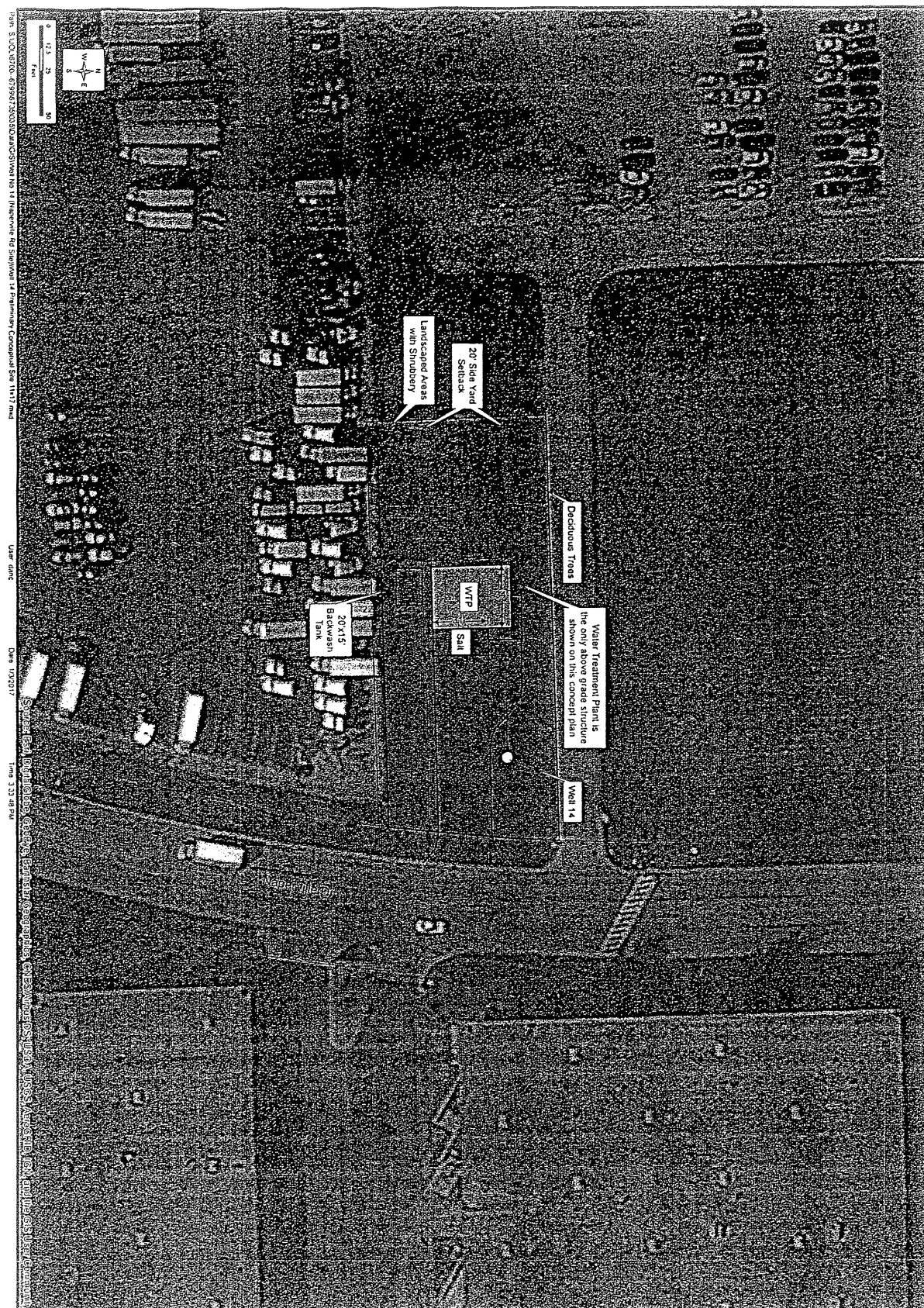
**EXHIBIT A
LEGAL DESCRIPTION**

That part of Lot 2A in Marquette Center Business and Industrial Park Resubdivision No. 1, being a subdivision of part of Sections 22 and 27, in Township 37 North, Range 10 East of the Third Principal Meridian, Will County, Illinois, as per plat thereof recorded September 9, 1976 as document number R76-029156 and as corrected by certificate of correction recorded September 23, 1976 as document number R76-030954 and being more particularly described as follows:

Beginning at the southeast corner of said Lot 2A; thence North 90 degrees 00 minutes 00 seconds West (bearings as referenced in said Marquette Center Business and Industrial Park Resubdivision No. 1), along the south line of said Lot 2A, a distance of 227 feet; thence North 00 degrees 00 minutes 00 seconds East, at right angles to the last described line, 95.00 feet, to the north line of the south 95.00 feet of said Lot 2A; thence North 90 degrees 00 minutes 00 seconds East, along said north line, 236.70 feet, more or less, to an easterly line of said Lot 2A; thence southerly along said easterly line, being a non-tangential arc to the right, having an arc length of 159.84 feet, a radius of 1087.59 feet, a chord length of 159.70 feet and a chord bearing of South 04 degrees 08 minutes 08 seconds West, to the Point of Beginning.

Part of PIN 12-02-27-204-009-0000 [insert new PIN upon division of property]

Exhibit D
Plans



WELL NO. 14 - PRELIMINARY SITE AND LANDSCAPE PLAN

PRELIMINARY CONCEPTUAL LAYOUT
VILLAGE OF ROMEOVILLE
WILL COUNTY, ILLINOIS

STAND
ASSOCIATES
FIGURE 1
6735.035

Exhibit E
Will County Petition for Division

PLEASE TYPE OR PRINT LEGIBLY

**PETITION FOR DIVISION AND/OR CONSOLIDATION OF PROPERTY SUBMITTED IN THE YEAR 2017
TO THE MAPPING & PLATTING DEPARTMENT OF WILL COUNTY:**

The petitioner(s), having a property interest in the hereinafter described property, respectfully request and hereby authorize you as arbitrator to cause said property to be listed as (2) separate tract(s) on your assessment rolls starting for the taxable Levy year of 20 17, Payable in 20 18.

Attached hereto and made a part hereof, is a schedule setting forth an exact legal description of the property to be divided or consolidated and of each of said tracts to be listed which is the same as appears by Plat(s) or Deed(s) dated: _____, and filed for record in the office of the Recorder of Deeds, County of Will Illinois, as document number(s) _____.

Subscribed and sworn to before me this

_____ Day of _____, 20____

Notary Public Signature

Notary's Address

Richard E. Vogel

Person to contact in case of problem/error

Phone# (815) 723-8500

Submitted by (must have signature)

2801 Black Rd., 2nd Fl., Joliet, IL 60435

Submitter's Address

Phone# (815) 723-8500

Fax # (815) 727-4846

TRACT # 1

Name and Address for New Parcels

Name: RHWC II, LLC, c/o Magid Glove & Safety Manufacturing Company

Mailing Address: 1300 Naperville Drive

City: Romeoville State: IL Zip: 60446

Owner Phone #: (_____) _____

Property Address: 1300 Naperville Drive, Romeoville, IL 60446

TRACT # 2

Name: Village of Romeoville

Mailing Address: 1050 W. Romeo Road

City: Romeoville State: IL Zip: 60446

Owner Phone #: (815) 886-7200

Property Address: 1290 Naperville Drive

TRACT # 3

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Owner Phone #: (_____) _____

Property Address: _____

FOR OFFICE USE ONLY

Township: _____

PIN(s) _____

Map Page(s) _____

Date Received _____

Accepted By: _____

Petition # _____

Levy year of Taxes Paid _____

Date taxes paid on: 1st Installment: _____

2nd Installment: _____

SCHEDULE TO BE ATTACHED AS A PART OF A LAND DIVISION / CONSOLIDATION

Parcel Index Numbers (PINs):

Petition # _____

12-02-27-204-009-0000

Instructions: List original legal description(s) as currently described and then list separately the new legal description(s) of each new tract corresponding with the tract(s) numbered on page 2. If the Division has a Metes and Bounds legal description a Plat of Survey showing acreage and new legal description should accompany this petition form.

.....

Original Legal Description(s):

LOT 2A IN MARQUETTE CENTER BUSINESS AND INDUSTRIAL PARK
RESUBDIVISION NO-1, BEING A SUBDIVISION IN SECTIONS 22 AND 27, IN
TOWNSHIP 37 NORTH, AND IN RANGE 10 EAST OF THE THIRD PRINCIPAL
MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 9, 1976,
AS DOCUMENT NO. R76-29156, AND AS AMENDED BY CERTIFICATE OF
CORRECTION RECORDED SEPTEMBER 23, 1976, AS DOCUMENT NO. R76-30954.

New Legal Description(s):

Use additional pages if necessary

SEE ATTACHED EXHIBIT A -
LEGAL DESCRIPTION & PLAT EXHIBIT OF PORTION OF PARENT TRACT RETAINED
BY RHWC II, LLC

SEE ATTACHED EXHIBIT B -
LEGAL DESCRIPTION & PLAT EXHIBIT OF WELL SITE TRACT ACQUIRED BY
VILLAGE OF ROMEOVILLE

Exhibit "A"

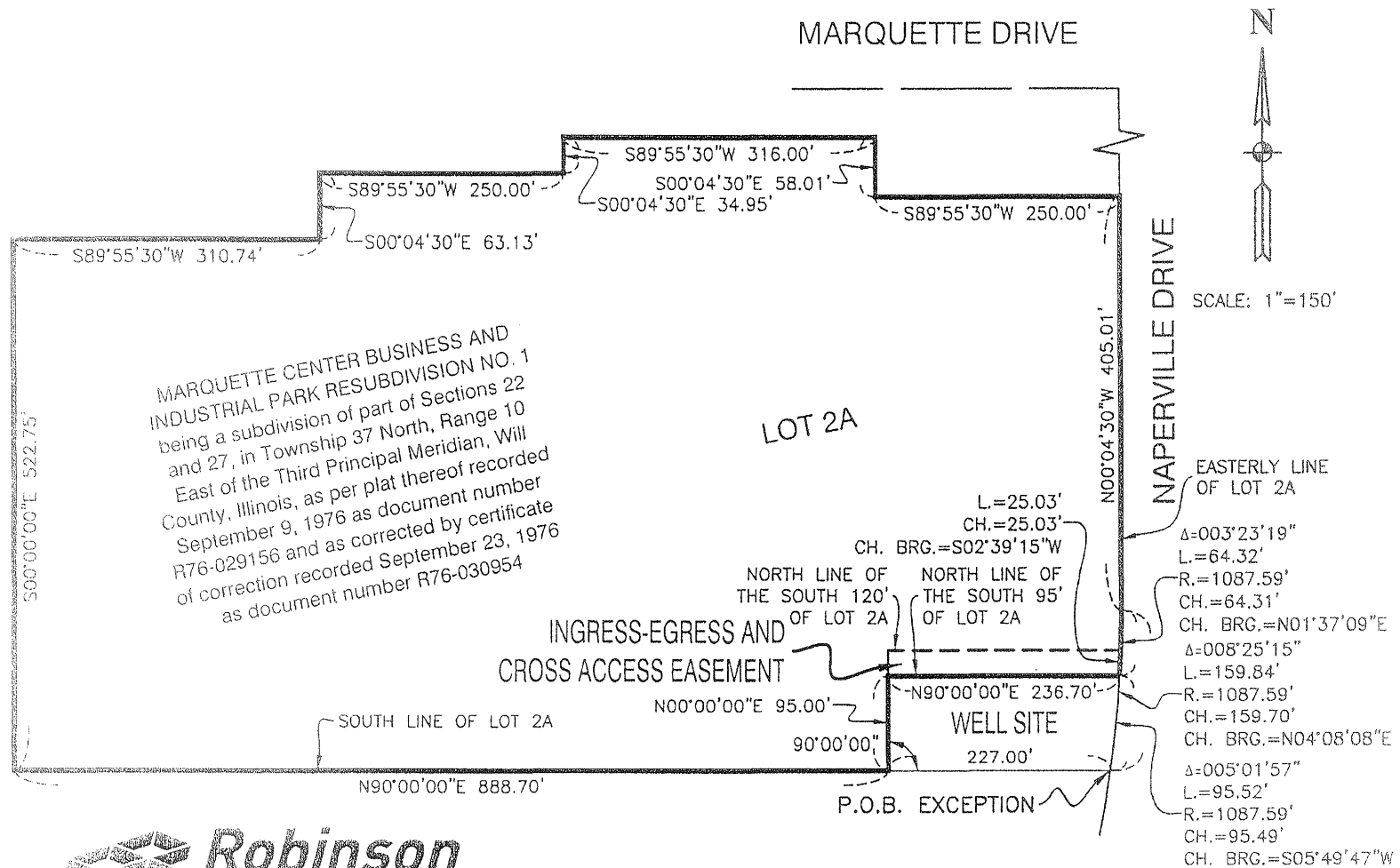
Parent Tract Less Well Site Description (this includes area of Ingress – Egress and Cross Access Easement)

Lot 2A in Marquette Center Business and Industrial Park Resubdivision No. 1, being a subdivision of part of Sections 22 and 27, in Township 37 North, Range 10 East of the Third Principal Meridian, Will County, Illinois, as per plat thereof recorded September 9, 1976 as document number R76-029156 and as corrected by certificate of correction recorded September 23, 1976 as document number R76-030954 excepting therefrom the following described parcel of land:

Beginning at the southeast corner of said Lot 2A; thence North 90 degrees 00 minutes 00 seconds West (bearings as referenced in said Marquette Center Business and Industrial Park Resubdivision No. 1), along the south line of said Lot 2A, a distance of 227 feet; thence North 00 degrees 00 minutes 00 seconds East, at right angles to the last described line, 95.00 feet, to the north line of the south 95.00 feet of said Lot 2A; thence North 90 degrees 00 minutes 00 seconds East, along said north line, 236.70 feet, more or less, to an easterly line of said Lot 2A; thence southerly along said easterly line, being a non-tangential arc to the right, having an arc length of 95.52 feet, a radius of 1087.59 feet, a chord length of 95.49 feet and a chord bearing of South 05 degrees 49 minutes 47 seconds West, to the Point of Beginning.

Containing 14.327 acres or 624093 square feet more or less.

EXHIBIT "A"



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Exhibit "B"

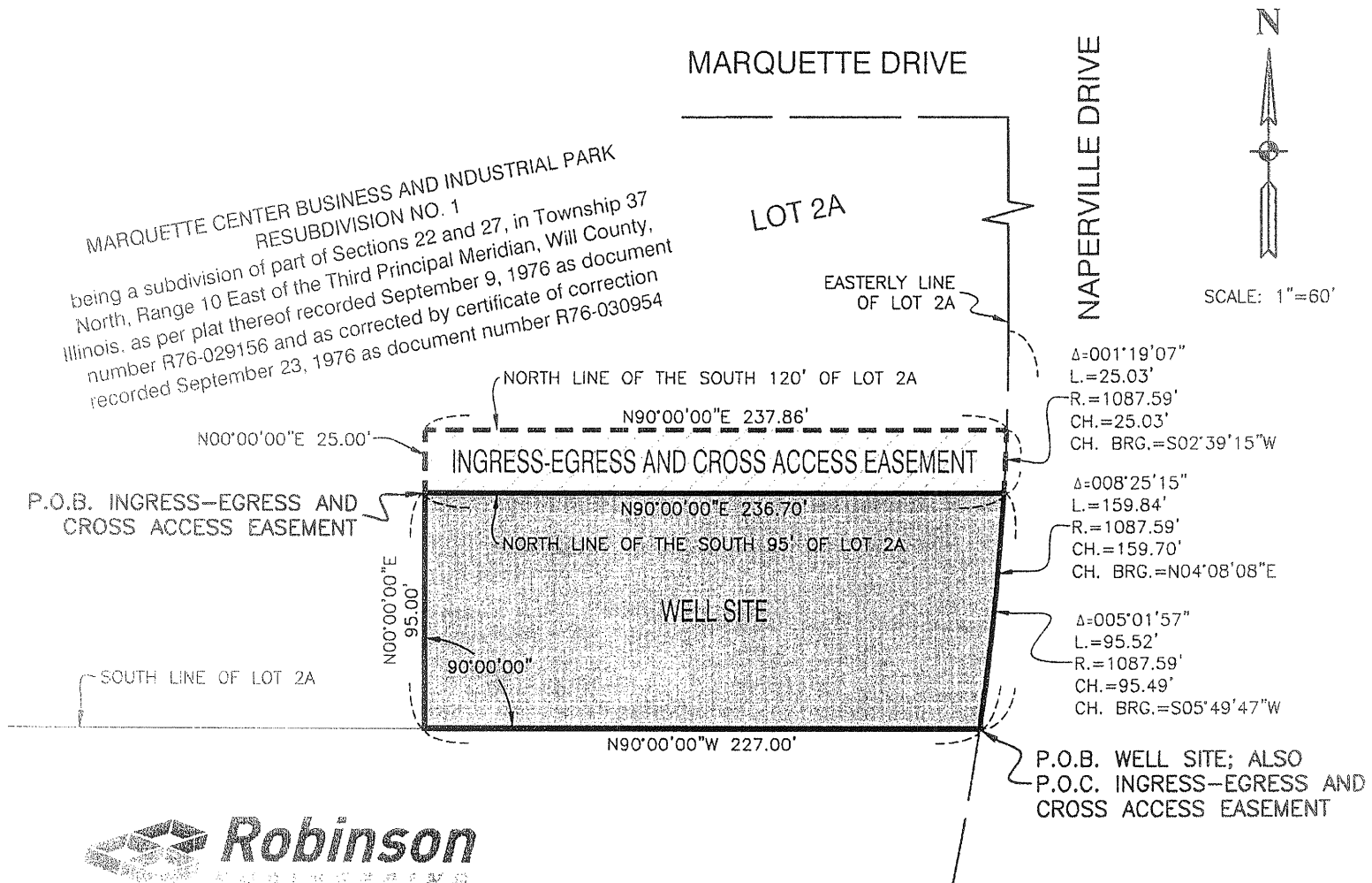
Well Site Legal Description

That part of Lot 2A in Marquette Center Business and Industrial Park Resubdivision No. 1, being a subdivision of part of Sections 22 and 27, in Township 37 North, Range 10 East of the Third Principal Meridian, Will County, Illinois, as per plat thereof recorded September 9, 1976 as document number R76-029156 and as corrected by certificate of correction recorded September 23, 1976 as document number R76-030954 and being more particularly described as follows:

Beginning at the southeast corner of said Lot 2A; thence North 90 degrees 00 minutes 00 seconds West (bearings as referenced in said Marquette Center Business and Industrial Park Resubdivision No. 1), along the south line of said Lot 2A, a distance of 227 feet; thence North 00 degrees 00 minutes 00 seconds East, at right angles to the last described line, 95.00 feet, to the north line of the south 95.00 feet of said Lot 2A; thence North 90 degrees 00 minutes 00 seconds East, along said north line, 236.70 feet, more or less, to an easterly line of said Lot 2A; thence southerly along said easterly line, being a non-tangential arc to the right, having an arc length of 95.52 feet, a radius of 1087.59 feet, a chord length of 95.49 feet and a chord bearing of South 05 degrees 49 minutes 47 seconds West, to the Point of Beginning.

Containing 0.507 acres or 22092 square feet more or less

EXHIBIT "B"



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14-588

Note: Ingress/Egress Easement is not part of conveyance

Will County Petition for Division / Consolidation Zoning Conformance Form

Date: _____

**For Will County Supervisor of
Assessment's Office Uses Only**
Petition#: _____

Petitioner: Village of Romeoville

Address: 1050 W. Romeo Road
Romeoville, IL 60446

PIN 12 02 27 204 009 0000

PIN _____

PIN _____

PIN _____

Mr. /Mrs. _____ of the Village of Romeoville has reviewed
(Name of zoning personnel- printed) *(Jurisdiction)*
my petition for division and/or consolidation of property in Will County for the year of
2017 and has determined that the parcel(s) to be created as described in the schedule
attached thereto would:



Be in conformance with the requirements of the Village of Romeoville zoning ordinance
(Jurisdiction)
for the M-1 zoning district in which the property is located.

OR



Would **not** be in conformance with the requirements of the _____ zoning
(Jurisdiction)
ordinance for the _____ zoning district in which the property is located
and would be considered an illegal lot

OR



OTHER: _____

Signature of Petitioner

Signature of zoning official

Subscribed and sworn before me this

_____ Day of _____, 20____

Notary Public

*Notice: This document is subject to recording
With the Will County Recorder's Office*