

ANNEXATION AGREEMENT

This Annexation and Development Agreement (“Agreement”) is made and entered into this ____ day of December, 2017 by and between the Village of Romeoville, an Illinois municipal corporation (“Village”) and Duke Realty Limited Partnership (“Owner”).

RECITALS:

WHEREAS, Owner is the owner of the tracts of land legally described on Exhibit “A” and Exhibit “B”, copies of which are attached hereto and incorporated herein (collectively, such tracts are herein referred to as the “Territory”), which tracts of land are not within the corporate limits of any municipality; and

WHEREAS, Owner desires to have the Territory annexed to the Village in accordance with the provisions of Article 7 and Article 11, Division 15.1 of the Illinois Municipal Code (65 ILCS 5/7-1-1 et. seq., and 65 ILCS 5/11-15.1-1 et. seq.) and in accordance with the terms and conditions hereinafter set forth; and

WHEREAS, Owner shall file with the Village Clerk a petition to annex all of the Territory into the corporate limits of the Village (the “Petition”) signed by the Owner and all electors, if any, residing on the Territory within thirty (30) days from the date of its closing on the purchase of the Territory; and

WHEREAS, the Territory is presently contiguous to the corporate limits of the Village and is predominantly vacant and unimproved, but also includes single family residences and agricultural accessory structures; and

WHEREAS, Owner, in accordance with the Zoning Ordinance of the Village (Chapter 159 of the Village Code of Ordinances), the Development Regulations of the Village (Chapter 158 of the Village Code of Ordinances) the Flood Control Regulations of the Village (Chapter 160 of the Village Code of Ordinances) and the terms and conditions of this Agreement, proposes to develop the Territory with an industrial building development, and within the PB District established by the Village Zoning Ordinance, all as a planned unit development in

accordance with Part VIII of the Zoning Ordinance, and in accordance with the terms and conditions of the special use permit for the development of the Territory as a planned unit development requested from the Village by the Owner; and

WHEREAS, the Owner has submitted applications to the Village for annexation and zoning approval, approval of a special use permit for planned unit development and site, landscape and engineering approval; and

WHEREAS, the aforesaid applications have been reviewed and reported on by the Village Development Review Committee and referred as necessary to the Planning and Zoning Commission of the Village; and

WHEREAS, upon due notice and advertisement as provided by law, the Planning and Zoning Commission has held such public hearings on the aforesaid applications as are required by law, and after due deliberation thereon and the receipt of public comment with respect thereto, has made determinations and findings of fact with respect to the aforesaid application to the extent required by applicable law and the ordinances of the Village; and

WHEREAS, the Corporate Authorities of the Village have received the report of the Development Review Committee and the recommendations of the Planning and Zoning Commission of the Village with respect to the aforesaid applications, and in connection therewith have received and reviewed a proposed annexation agreement in substance and form substantially the same as this Agreement, and have held a public hearing on said proposed annexation agreement as required by Article 11 Division 15.1 of the Illinois Municipal Code (65 ILCS 5/11-15.1-1 et. seq.) and

WHEREAS, due notice as required by Section 1 of Article 7, Division 1 of the Illinois Municipal Code (65 ILCS 5/7-1-1) has been sent to all the trustees of all fire protection and public library districts having jurisdiction over the Territory (with an affidavit attesting to such notice having been duly recorded with the Will County Recorder of Deeds), the Township Commissioner of Highways and Town Board of Trustees of all townships having jurisdiction over highways presently located within the Territory, the election authorities having jurisdiction over the Territory, and the branches of the United States Post Office serving the Territory; and

WHEREAS, Owner is legally authorized to enter into this Agreement with the Village and to perform all undertakings and covenants set forth therein; and

WHEREAS, the Corporate Authorities of the Village have considered the annexation of the Territory described in the Petition according to the terms of this Agreement; and

WHEREAS, the Village, after due and careful consideration, has concluded that the annexation, zoning and development of the Territory pursuant to the terms and conditions hereinafter set forth would further the growth of the Village, enable to Village to control the development of the area, increase the taxable value of the property within the Village, extend the corporate limits and jurisdiction of the Village, permit the sound planning and development of the Village and otherwise enhance and promote the general welfare of the Village; and

WHEREAS, the corporate authorities of the Village, after due deliberation have, by ordinance duly passed, approved entering into this Annexation Agreement and directed the President and Clerk of the Village to execute this Agreement.

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

1. **Recitals:** The foregoing recitals are hereby incorporated into this Agreement as if fully set forth herein.
2. **Annexation:** Upon the approval of this Agreement by ordinance adopted by the corporate authorities of the Village, the corporate authorities of the Village shall, within forty-five (45) thereafter, adopt an ordinance annexing (“Annexation Ordinance”) all of the Territory legally described in Exhibit “A” and Exhibit “B” and depicted graphically on the plat of annexation attached hereto and incorporated herein as Exhibit “C” (“Annexation Plat”) into the corporate limits of the Village, and shall cause the same to be recorded and file copies of the Annexation Ordinance and Annexation Plat with the Will County Recorder and the Will County Clerk, subject to the Village’s receipt within such forty-five (45) day period of a fully executed copy of this Agreement.
3. **Zoning Approval:**
 - 3.1 Subject to Owner satisfying the conditions set forth in Section 2 hereof, and concurrent with approval of the Annexation Ordinance, the corporate authorities

of the Village shall adopt such ordinances as are necessary to cause the Territory to be classified into the Planned Business (PB) Zoning District (“Rezoning Ordinance”).

- 3.2 Subject to Owner satisfying the conditions set forth in Section 2 hereof, and concurrent with approval of the Annexation Ordinance, the corporate authorities of the Village shall adopt an ordinance granting a special use permit/general development plan for planned unit development (the “PUD Special Use Permit”), the terms and conditions of which shall include at least those terms and conditions set forth in Group Exhibit “D”, a copy of which is attached hereto and by reference incorporated herein, which terms and conditions shall govern and control the development of the Territory notwithstanding any contrary, conflicting or less restrictive provisions of the Village Zoning Ordinance, which shall include the three alternative general development plans previously submitted to the Planning and Zoning Commission included within Exhibit “D-1”, and which shall also include the list of exceptions to the Village Code of Ordinances set forth in Exhibit “D-2”. The PUD Special Use Permit approval granted herein shall be specifically subject to the condition that the Village reviews and approves preliminary engineering submittals made by Owner prior to making any submittals in connection with Final Development Plan approval as hereinafter contemplated; Owner acknowledges that nothing herein shall be deemed to constitute Village approval of such preliminary engineering submittals made by Owner.
- 3.3 Notwithstanding any contrary provision of this Agreement, or of the applicable ordinances of the Village, Owner shall be required to make submittals to the Village for Final Development Plan approval as contemplated by Chapter 159.155 of the Village Code of Ordinances. Such submittals shall be reviewed by the Village staff, and if the same shall be in compliance with applicable Village ordinances as modified or supplemented by this Agreement, applicable requirements of other governmental agencies having jurisdiction over the development of the Territory, and substantially in accordance with the PUD

Special Use Permit, shall be approved by Village staff without any further public hearing or Village Board action therefore. For purposes of the preceding sentence, Owner's submittals shall be deemed to be substantially in compliance with the PUD Special Use Permit if such submittals do not (i) involve changes in the uses to be made of the Territory, (ii) require any variances or deviations from Village ordinances other than those expressly contemplated by this Agreement, (iii) adversely affect the quality or functionality of any public improvements, (iv) involve increases in the gross floor area or height of the buildings contemplated to be built within the Territory in excess of the limits established by Village ordinance or this Agreement, (v) involve increases in the amount of impervious surface contemplated to be developed within the Territory in excess of the limits established by Village ordinance or this Agreement, (vi) involve reductions in the amount of passenger vehicle parking spaces below the standards established by Village ordinance other than those expressly approved and contemplated by this agreement or (vii) involve modifications to the type or number of access points between the Territory and any public roadway. Final Development Plan submittals not substantially in accordance with the PUD Special Use Permit shall be treated as a request for a major change or amendment to the ordinance approving a PUD for the Territory, and shall require an additional public hearing and Village Board action as contemplated by Chapter 159.156. Owner acknowledges that, notwithstanding the foregoing, the Village Director of Community Development may bring before the Village Board at a public meeting, for informational purposes only, all Village staff approved Final Development Plan submittals (other than grading and site improvement permits) for the improvements that are then to be constructed on the Territory.

4. Plan Approval

Any development of the Territory described in Exhibit "A" and Exhibit "B" shall conform to the requirements of the Village Zoning Ordinance and Development Regulations, subject only to revisions as set forth in this Agreement, the Rezoning Ordinance, or the PUD Special Use Permit, with appropriate, engineering, planned development and landscape plan

reviews and approvals by Planning and Zoning Commission and Board of Trustees and with final development plans and other required submittals reviewed and approved as required by the Village Zoning Ordinance, Development Regulations and this Agreement. Except as otherwise expressly set forth herein, Owner shall be required to have engineering plans, landscape plans, final development plans and other required development submittals reviewed and considered by the Village Staff, Planning and Zoning Commission and Board of Trustees with respect to each and every phase or portion of the Territory which the Owner seeks to develop from time to time, and shall be required to make such submittals in such form as the Village Code shall from time to time require. Notwithstanding any contrary provision of this Agreement or of the applicable ordinances of the Village, Owner shall be permitted to commence grading and mass excavation activities within the Territory or a relevant phase thereof (including demolition of structures, excavation, preliminary grading work, filling and soil stockpiling) prior to the approval of any final plat, final development plan, final PUD plat or final engineering plans subject to the conditions hereinafter set forth, provided, however, that such permission shall automatically deemed to be revoked and to become null and void without further action being required of the Village in the event that the Owner fails or neglects to comply with such conditions: (a) Owner shall post financial security equal to 125 percent of the Village-approved estimated cost of the proposed grading and mass excavation activities prior to the conduct of such activities, or shall post the financial security contemplated by Section 6 of this Agreement prior to the conduct of such activities and cause the same to be available to the Village in the event of any failure by Owner to adhere to the requirements of this Agreement or the otherwise applicable ordinances of the Village as the same may pertain to grading and mass excavation activities, (b) Owner shall submit to the Village for Village review and approval an engineering plan conforming to the requirements of the Village (except for those variances detailed herein) detailing all grading and mass excavation activities proposed to be conducted within the Territory and providing at a minimum for appropriate interim stormwater management, erosion and sedimentation control measures, and shall receive approval of such plan prior to conducting any such activities, (c) Owner shall only stockpile topsoil in locations designated by the Village and pursuant to a soil stockpiling plan approved by the Village, and (d) Owner shall assume any and all risks at its sole cost and expense associated with proceeding with grading and mass excavation activities prior to

the approval of any final plat, final development plan, final PUD plat or final engineering plans, and specifically acknowledges that it shall be obligated to modify any such grading or mass excavation work in the manner and to the extent necessary to comply with the terms of any approved final plat, final development plan, final PUD plat or final engineering plans, or to the extent necessary to comply with the requirements of any other governmental entity having jurisdiction.

5. Utilities

- 5.1 To the best of the Village's knowledge and belief, there is no administrative, judicial, or any legislative action pending or being threatened that would result in a reduction of, or limitation upon, Owner's legal right to use the sanitary sewer and potable water supplies and systems serving the Village.
- 5.2 The Owner shall pay any recapture fees lawfully imposed upon the Territory by virtue of any recapture agreements or ordinances recorded against the Territory. Without otherwise limiting the generality of the foregoing, the Village discloses the following recapture obligations with respect to existing infrastructure improvements benefitting the Territory:
 - a) Village Water and Sewer Per Acre Fees: Owner shall pay to the Village the total sum of \$297,173.47 for the Territory to defray a pro-rata share of the Village's cost to construct a sanitary sewer trunk line to provide sewer service to the Territory as well as other properties in the southwest area of the Village and to defray a pro-rata share of the Village's cost to construct certain water improvements intended to improve water service to that portion of the southwest area of the Village located east of Weber Road and south of Taylor Road. Owner and Village acknowledge that the above-mentioned sum reflects a reduction of fifty percent from the amount otherwise due and payable to the Village with respect to the Territory.
 - b) Lewis University Water Improvements. Owner shall pay to Village the sum of \$42,759.00 to defray a pro rata share of the costs incurred by Lewis University in constructing certain water main improvements to the Village's water distribution system.

c) Payment of the aforementioned recapture amounts set forth in this Section 5.2 shall be in full in a single installment made prior to issuance of a building permit for the first building or structure to be constructed within the Territory.

5.3 The Village shall cooperate with the Owner in obtaining, at Owner's expense, all permits, reviews, easements and approvals required from the Village or other third parties in order to develop the Territory in accordance with this Agreement, which cooperation shall include but not be limited to the execution of complete and proper applications for the matter in question. Without otherwise modifying or limiting the generality of the foregoing, Village and Owner shall have the further specific responsibilities with respect to the acquisition of easements and third party approvals necessary to the development of the Territory in accordance with this Agreement:

a) Owner acknowledges that Village has entered into a certain Intergovernmental Agreement ("IGA") with the Joliet Regional Port District ("District") dated as of November 15, 2017, and recorded with the Will County Recorder as Document No. _____. Pursuant thereto, District is required to review and approve a corrected plat of easement in substantially the form attached hereto and incorporated herein as Exhibit "E", which corrected plat of easement shall replace the plat of easement in favor of the Village presently recorded with the Will County Recorder as Document No. _____. Village shall cause the plat attached as Exhibit "E" to be recorded with the Will County Recorder on or before January 15, 2018. The Village represents and warrants that the recording of the plat attached as Exhibit "E" provides Owner and Village with sufficient easement rights to permit the extension of water mains and sanitary sewer force mains from the presently existing termini of the Village's water and sanitary sewer systems to the Territory.

b) Owner and Village further acknowledge that the plat of easement attached as Exhibit "E" does not provide sufficient easement rights to permit the extension of gravity-fed sanitary sewer mains to provide sanitary sewer service to the Territory, but that pursuant to the IGA, District is obligated to review a further

plat of roadway and utility easement, a copy of which is attached hereto and incorporated herein as Exhibit “F”, and an additional and further plat of utility easement, a copy of which is attached hereto and incorporated herein as Exhibit “F-1”, and to thereafter within one hundred and twenty days from the date of the IGA to submit the same to the Federal Aviation Administration (“FAA”) for concurrent use review and approval by the FAA. The Village represents and warrants that the recording of the plats attached as Exhibits “F” and “F-1” provides Owner and Village with sufficient easement rights to permit the extension of water mains and gravity-fed sanitary sewer mains from the presently existing termini of the Village’s water and sanitary sewer systems to the Territory.

c) Owner and Village further acknowledge that the FAA concurrent use review and approval of the plats of easement attached as Exhibits “F” and “F-1” is anticipated to be complete within one year from the submittal of the same to the FAA, but that the actual time frame therefor and issuance of the ultimate approval thereof lies wholly within the jurisdiction and control of the FAA and outside the control of the parties hereto. In the event that Owner desires to obtain a certificate of occupancy for a building constructed within the Territory prior to FAA approval of the plats of easement referenced in Exhibits “F” and “F-1”, Village shall accommodate and facilitate the same by either (1) permitting Owner, at its cost and expense, to temporarily vector sanitary sewage flows generated by buildings within the Territory and contained within sanitary sewer mains within the Territory, and to thereafter transfer such vectored sanitary sewage flows to an offsite gravity main for conveyance to the Village sanitary sewer treatment plant or (2) in the event that the sanitary sewage flows generated or anticipated to be generated by buildings within the Territory exceed the amount which Owner can reasonably temporarily vector and transfer to an offsite Village gravity sewer main, or in the event that Owner’s tenant shall reasonably so require, Village shall permit Owner to install a temporary private lift station to be owned and operated by Owner to permit the provision of sanitary sewer service to the Territory via a force main constructed within the easement area depicted in Exhibit “E”,

provided, however, that in the event that the Owner shall so install a temporary lift station, the amount of water and sewer recapture owed by Owner under Section 5.2(a) of this Agreement shall be further reduced to the amount of \$161,124.00; Village shall at its option, and within thirty (30) days from the date on which such lift station shall become operational, effectuate the further water and sewer recapture reduction contemplated in the preceding clause by (i) directly reimbursing Owner in an amount equal to the amount of the required further reduction in the water and sewer recapture fees or (ii) allowing Owner a credit in the amount of the required further reduction in the water and sewer recapture fees against other and further fees due and owing or to become due and owing from Owner to the Village in connection with the development of the Territory. Furthermore, upon the Village's subsequent receipt of FAA approval of the plats of easement attached as Exhibits "F" and "F-1" and the recordation of the same, Owner shall within twelve months thereof, take all actions necessary to cause the construction of appropriate gravity-fed sanitary sewer mains to serve the Territory, to connect the same to existing Village water and sanitary sewer mains and to thereafter cease the use of and remove the previously installed temporary lift station.

d) To facilitate the Village's receipt and ultimate recordation of the FAA approved plats of easement attached hereto as Exhibits "F" and "F-1", and consistent with the provisions of the IGA, Owner shall, within six months of the date on which District receives a formal Programming Commitment letter from the Illinois Department of Transportation ("IDOT") for the construction of the presently contemplated future additional runway, convey at no cost to Owner to District a portion of the Territory, not to exceed 1.1 acres of land as depicted in Exhibit "F-2", a copy of which is attached hereto and incorporated herein and herein after referred to as "the RPZ". At the time of such conveyance, such portion of the Territory shall be restored to the same condition in which it existed as of the time of the annexation of the Territory to the Village and conveyed by quit claim deed on an "as is and where is" basis. Owner and Village also

acknowledge that the IGA contemplates that the Village shall prepare a survey at Village's expense to more particularly describe the area depicted in Exhibit "F-2" for purposes of the conveyance herein contemplated, and agree to cooperate reasonably in connection therewith. The provisions of this Section 5.3(d) shall survive any expiration or termination of this Agreement, and to effectuate the same, the parties agree that the Village shall be entitled to record a memorandum of the provisions of this Section 5.3(d) against the Territory in a form reasonably approved by Owner to serve as a covenant running with the Territory to ensure that the provisions of this Section 5.3(d) do in fact bind Owner's successor and assigns, notwithstanding the termination or expiration of this Agreement.

- 5.4 Subject to the provisions of Section 5.3 of this Agreement, Owner shall, at Owner's expense, extend Village water and sewer mains from their presently existing termini to the Territory and shall also extend and loop Village water and sewer mains within the Territory as approved by the Village in connection with the approval of final development plan(s) for the development of the Territory
- 5.5 As a condition of the Village's issuance of final occupancy permits for all buildings constructed within the Territory, Owner shall pay to Village sanitary sewer and water tap-on fees calculated in accordance with the then-current ordinances of the Village, subject to the provisions of Section 11.3 of this Agreement.
- 5.6 Subject to the exceptions in Exhibit D-2, the installation of all utilities serving the Territory shall be underground and pursuant to the requirements of the utility companies providing the utility service or pursuant to the agreements of the Village with such entities.
- 5.7 The Village and Owner acknowledge that the desire of the US Fish & Wildlife Service (USFW) for stormwater to be held on-site and infiltrated conflicts with the FAA's desire to reduce the amount of standing water by releasing the runoff faster. The Village will cooperate with the Owner's efforts to design a reasonable solution, including due consideration of variances to the Village's Stormwater Management Regulations, Village Ordinances and Development Regulations, if

and as necessary to obtain the approvals of both the USFW and the FAA, provided, however, that the Village shall have no obligation to entertain or approve any such variances unless and until Owner demonstrates to the Village that the variances in question will not (i) create any adverse downstream or offsite drainage or stormwater impacts, (ii) create any measurable increase in the probability of flood damage or (iii) create any danger to public health and safety from the manner in which Owner proposes to store and release stormwater. Subject to Owner's demonstration that any proposed variances comply with the requirements set forth in the preceding sentence, and also with the variance procedures and standards set forth in Chapter 160 of the Village Code of Ordinances, Village shall approve Owner's requests for such variances from the provisions of Chapter 160 of the Village Code of Ordinances or other applicable ordinances of the Village. Without otherwise limiting the generality of the foregoing, the parties acknowledge that Owner has submitted and that the Village has approved certain requests for variances from the provisions of Chapter 160 together with the supporting justification therefor required by Chapter 160, and the copies of such variance requests and supporting justification are attached hereto and incorporated herein within Exhibit "D-1". Owner further specifically acknowledges that it is the Owner's responsibility to design its development of the Territory in a manner that complies with the requirements of both the USFW and the FAA, and that the Village has no obligation hereunder to approve development submittals under this Agreement that are not approved by both the USFW and the FAA as well as any other governmental agencies having jurisdiction. Notwithstanding anything herein to the contrary, nothing in this Agreement shall be deemed to approve the size, depth or any specification for any detention facility in the Territory unless the size, depth or other specification to be so approved is expressly set forth in this Agreement.

- 5.8 Notwithstanding any contrary provision of this Agreement, the Village represents, warrants and guarantees that the Village sanitary sewer infrastructure possesses capacity available for the development, use and occupancy of the Territory in an

amount equal to 100 P.E. or “population equivalents” (the “Allotted P.E.”), as defined by applicable IEPA regulations. Nothing herein is intended to limit the P.E. usage in the Territory, if additional P.E. is available for development in the Territory, but neither shall anything herein be construed as any guarantee or obligation of the Village to provide more than the Allotted P.E. The parties further acknowledge that the Territory, from and after its annexation to the Village, shall be fully subject to the applicable provisions of Chapter 54 of the Village Code pertaining to wastewater pretreatment. Prior to and as a condition of the issuance of any building permit or any original or subsequent certificate of occupancy for any building or structure or portion thereof within the Territory, or the original and subsequent provision of water and sanitary sewer service to such building or structure, the applicant therefor shall be required to make such engineering studies and submittals to the Village, as the Village may reasonably require, to confirm to the Village’s reasonable satisfaction the proposed use will not, in addition to any previously established uses, exceed the Allotted P.E. and any additional P.E. available as set forth above for the Territory, and to apply for and receive a wastewater discharge permit for the building or structure or portion thereof in question and the use to be conducted therein. Notwithstanding the foregoing, no additional study shall be required for the issuance of a building permit for Owner’s initial speculative construction of the core and shell of the buildings contemplated to be constructed within the Territory. The parties acknowledge that the sanitary sewer infrastructure available to serve the Territory in excess of the Allotted P.E. is provided on an “as-is, where-is” basis by the Village, and that the Village has no obligation under any circumstances to construct or cause to be constructed any sanitary sewer improvements of any nature or kind whether within or outside of the Territory, or in any way to guarantee the provision or availability of additional sanitary sewer capacity in excess Allotted P.E.

6. Roadway and Other Public Improvements

Any on or off-site roadway or other public improvements required by the development of the

Territory as contemplated herein or which may be required by applicable Village Ordinances shall be constructed by Owner at no cost to the Village, in accordance with the standards therefor established by the applicable Village Ordinances, and the Village shall have no responsibility for the construction of any such roadway or public improvements. The completion of the construction of all such roadway or other public improvements shall be secured by a financial security posted by Owner with the Village, the form of which shall be approved by the Village. The total amount of the security required to be posted hereunder shall equal 125% of the Village-approved estimated costs of the construction of the public improvements and the performance of all other obligations for which security is required pursuant to the ordinances of the Village or the terms of this Agreement. Such security shall be posted prior to the commencement of any development or construction activity within the Territory. The Owner shall be responsible for providing the Village with copies of all engineering drawings and plans for any roadway or other public improvements required or contemplated hereunder prior to the commencement thereof, for review and approval by the Village, in such form as the Village may require from time to time. Upon completion of all on and off-site roadway or other public improvements necessitated by the development of the Territory, the Village, after its inspection and approval thereof, shall accept the dedication of such improvements (together with the necessary easements and rights-of-way therefor) from the Owner, free and clear of all liens and encumbrances, and shall thereafter be responsible for the operation, maintenance, repair and replacement thereof, subject, however, to all maintenance and repair obligations of Owner under the Village Development Regulations, and provided, further, that the Owner shall additionally be responsible to repair or replace any roadway or other public improvements damaged by the use of such improvements in conjunction with construction within the Territory. Notwithstanding any other term or provision of this Agreement, Owner's obligations under Section 9 hereof shall expressly extend to all construction of public improvements undertaken by Owner hereunder.

7. Future Roadway Improvements.

Owner and Village acknowledge that the Village is contemplating the future extension of Pinnacle Drive from its existing southern terminus to Renwick Road for the benefit of existing and contemplated future development within the southern portion of the Village, including but not limited to the Territory, that Owner is contemplating the potential acquisition and

development of other properties adjacent to the southern portion of the Village which would benefit from the existence of the potential future extension of Pinnacle Drive and that the property described or depicted in Exhibit "G", a copy of which is attached hereto and incorporated herein, and which is sometimes hereinafter referred to as the "LaFarge Property" would constitute one potential alternate right of way suitable for the construction of the contemplated future extension of Pinnacle Drive. To facilitate the potential future extension of Pinnacle Drive as contemplated herein, in the event that Owner shall during the term of this Agreement become the contract purchaser of the LaFarge property in connection with its pursuit of the potential acquisition and development of other properties adjacent to the southern portion of the Village, and in the event the Owner decides not to proceed with the closing on the LaFarge property, the Owner agrees that upon the written request of the Village, it shall within thirty (30) days of the date of such request, assign its contract to purchase the LaFarge Property to the Village, together with such due diligence materials as Owner may have in its possession or have developed as of the date of such request.

8. Development Fees.

The Village agrees that no new types or classifications of land development, subdivision, impact or building permit fees, donations, requirements, costs or impositions not in existence as of the date first above named will be imposed upon the Territory or the Owner in connection with its development thereof during the term of this Agreement unless the same shall be imposed by a Village ordinance of general applicability, and the Owner agrees to pay the Village all such types and classifications of fees, donations, costs and impositions in the manner and to the extent required by the ordinances of the Village. However, the Village may waive, modify or reduce such fees, donations, costs or impositions for other developers or owners of similarly situated land developments in the future without having to waive or reduce such fee, donation, cost or imposition for the Owner with respect to the Territory.

9. Indemnification.

Owner shall indemnify and hold the Village of Romeoville, an Illinois municipal corporation, its President, Trustees, officers, agents and employees, their heirs, executors, representatives and assigns (collectively sometimes hereinafter referred to as "Village") harmless from any and all third-party actions, causes of action, claims, suits, demands, and any judicial,

governmental or regulatory proceedings or any other actions, which may arise or are claimed to arise out of or due to this Agreement, including but expressly not limited to any and all construction activities conducted by Owner upon the Territory or upon any public rights of way or property; except to the extent that any said liability is due to the negligent act or negligent omission or the willful and wanton conduct of the Village. In the event the Village is made a party to any such event or proceeding identified herein, Owner shall indemnify, defend and hold harmless the Village, individually and collectively, from any such event or proceeding, and such indemnification obligation shall include, but not be limited to, the obligations to pay all judgments, comply or bear the cost of the Village's compliance with all orders, injunctions, decrees or other like enforcement provisions directed against the Village and to pay all costs and expenses of every nature and kind arising therefrom. The obligations of Owner hereunder shall specifically include but not be limited to the payment of reasonable attorneys' fees for the representation of the Village in such proceedings together with all expert witness fees and expenses, court costs and fees. It is expressly understood that the Village shall have the right to select and employ all such attorneys to represent the Village. The Village shall have the right to appeal to the courts of appellate jurisdiction any judgment taken against the Village in this respect. The parties agree this indemnification provision shall be liberally construed in favor of the Village. This Section and the indemnification and hold harmless agreements contained herein shall survive any determination by a court of competent jurisdiction of the invalidity of the Agreement or any part thereof. Notwithstanding anything contained herein, the indemnification in this Section shall not apply to an action or a claim brought by Owner against the Village or by the Village against the Owner.

10. Ingress and Egress.

The Owner shall be responsible for submitting to the Village for its approval all proposed public right-of-way connections from the Territory to any public right-of-way. Upon Village approval, the proposed right-of-way connections shall be submitted to the relevant jurisdictional authorities other than the Village, if any, for their review and approval.

11. Building and Other Permits After Approval of Final Development Plan and Building Permit Fee Reduction

11.1 Following Village approval for the Final Development Plan for the Territory or

any particular phase thereof, the Village acknowledges that Owner, or its duly authorized representatives, may apply for, and that the Village shall issue, without undue delay, building permits to begin construction upon the Territory or such phase of the Territory, provided that the application complies with all requirements of the Village Ordinances and this Agreement. If the application is disapproved, the Village shall provide the applicant with a statement in writing without undue delay specifying the reasons for denial of the application.

11.2 Prior to the issuance of any building permits for structures to be built within the Territory, Owner shall provide temporary/interim roadways within the Territory acceptable to the Village Departments of Fire and Community Development to facilitate the provision of emergency response and inspectional services during and in connection with the development of the Territory. The Village will cooperate with Owner in the issuance of any permits necessary to construct such temporary interim roadways.

11.3 Village shall, with respect to the buildings or structures developed within the Territory, reduce the following enumerated fees by fifty percent (50%) from the amount otherwise due and payable pursuant to Village ordinances: total building permit fee, demolition permit fee, engineering plan review fee and inspection fees and water and sewer tap-on fees (the "Reduced Fees"). Village shall have no obligation to reduce any other fees due and payable in connection with the development of the Territory except as otherwise expressly set forth in this Agreement.

12. Intentionally Omitted.

13. Miscellaneous.

13.1 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.

13.2 (a) This Agreement shall be valid and binding for a term of twenty (20) years after the date first above named (except to the extent that the

Agreement is voided for failure of the conditions set forth in Section 2), upon the Village and upon the Owner, together with their respective successors and assigns, and is further intended to be binding upon each successive lot owner of any lots of record created by the approval and recording of Final Plats hereunder, and shall constitute a covenant running with the land. This Agreement shall be recorded with the Will County Recorder's Office.

- (b) Owner may assign this Agreement without Village approval, but only in connection with its conveyance of all or any part of the Territory, and upon said assignment and acceptance by an assignee, the Owner, as the case may be, shall have no further obligations hereunder as to the that portion of the Territory so conveyed, but shall continue to be bound by this Agreement and shall retain the obligations created thereby with respect to any portion of the Territory retained and not conveyed. If Owner or its successors sell a portion of the Territory, the seller shall be deemed to have assigned to the purchaser any and all rights and obligations it may have under this Agreement (excluding rights of recapture) which affect the portion of the Territory sold or conveyed and thereafter the seller shall have no further obligations under this Agreement as it relates to the portion of the Territory so conveyed, but any such seller shall retain any rights and obligations it may have under this Agreement with respect to any part of the Territory retained and not conveyed by such seller. Notwithstanding any such sale or conveyance, unless the successor of the Owner of all or a portion of the Territory shall have deposited and substituted its letter of credit as security for the construction, repair and maintenance of roadway or other public improvements with the Village, the Owner or other seller though otherwise released from all obligations hereunder, shall keep its letter of credit on deposit with the Village until such time as the Owner or the successor to or assignee of the Owner has provided a substitute letter of credit.

13.3 Except for the conveyance of the RPZ to the Joliet Regional Port District contemplated under Section 5.3(d), and except for any contract assignment pursuant to Section 7, any conveyance, dedication or donation of real estate to the Village or other governmental authorities required of Owner (hereinafter referred to as “Grantor” in this Section) under this Agreement shall be made in conformance with the following requirements and any other applicable provisions of this Agreement.

- (a) Fee Simple Title. The conveyance, dedication or donation shall be of a fee simple title.
- (b) Form and Contents of Deed. The conveyance, dedication or donation shall be by delivery of an insurable and recordable deed, plat of dedication, or appropriate dedication on a recorded plat of subdivision. The deed, conveyance or dedication may be subject only to:
 - (i) Covenants, restrictions and easements of record, provided the same do not render the real estate materially unsuitable for the purposes for which it is being conveyed, dedicated or donated;
 - (ii) Terms of this Agreement;
 - (iii) General taxes for the year in which the deed, conveyance or dedication is delivered or made and for the prior year if the amount of prior year’s taxes is not determinable at the time of delivery, conveyance or dedication; and
 - (iv) Such other exceptions as may be agreed to in writing by the Village.
- (d) Title Insurance. Grantor shall provide to the Village, not less than ten (10) days prior to the time for delivery of the deed, conveyance or dedication, a commitment for title insurance from the First American Title Insurance Company or such other title insurance company as may be acceptable to the Village. The commitment for title insurance shall be in usual and customary form subject only to:
 - (i) The usual and customary standard exceptions contained therein;

- (ii) Taxes for the year in which the deed is delivered and for the prior year if the amount of such prior year's taxes is not determinable at the time of delivery of the deed, conveyance or dedication;
- (iii) Covenants, restrictions and easements of record, provided the same do not render the real estate materially unsuitable for the purposes for which it is being conveyed, dedicated or donated;
- (iv) Terms of this Agreement; and
- (v) Such other exceptions as may be agreed to in writing by the Village.

The commitment for title insurance shall be in the amount of the estimated fair market value of the portion of the Territory conveyed as determined by the Grantor, which estimate shall be dated not less than twenty (20) days prior to the time for delivery of the deed, conveyance or dedication. Grantor shall further cause to be issued within thirty (30) days after delivery of the deed, conveyance or dedication a title insurance policy in such amount from the company issuing the commitment for title insurance, subject only to the exceptions stated hereinabove. All title insurance charges herein provided shall be borne by Grantor.

- (e) Taxes, Liens, Assessments, Etc. General taxes and all other taxes, assessments, liens and charges of whatever nature affecting that portion of the Territory conveyed shall be paid and released prior to delivery of the deed, conveyance or dedication. To the extent that any such item cannot be removed prior to delivery of the deed, conveyance or dedication because the amount of the same cannot then be determined, Grantor hereby covenants that it will promptly pay the same upon determination of such amount and that it will indemnify, hold harmless and defend the Village against any loss or expense arising as a result of a breach of the foregoing covenant.
- (f) Delivery of Deed, Conveyance or Dedication. To the extent not provided in this Agreement, the delivery of any deed, conveyance or dedication required by this Section shall occur at a date, time and place mutually agreeable to Grantor and

Village, otherwise at a date, time and place set by Village not more than thirty (30) days after notice thereof is given by Village to Grantor.

- (g) Environmental Assessment. Not less than thirty (30) days prior to any conveyance, dedication or donation of any portion of the Territory required under this Agreement, any Village ordinance or other requirement, the Grantor shall deliver to the Village a written report of a site assessment and environmental audit (the “Environmental Audit”) prepared by an independent, competent and qualified environmental engineer (“Engineer”). The Environmental Audit shall assure that the Engineer made all appropriate inquiry into the previous ownership and uses of the Territory consistent with good commercial and customary environmental engineering practice and procedure, which takes into account and which the Village deems to satisfy the “innocent landowner” provision set forth at 42 U.S.C. 9601 (35) and any applicable governmental rules, guidelines or regulations. The Environmental Audit shall assure that no evidence came to light which would suggest there was a release of substances on the Territory which could necessitate an environmental response action, and which further evidences that the property, based upon the Environmental Audit, does not deviate from, all applicable federal, state, county, regional and local environmental statutes, laws, ordinances, rules and regulations (“Environmental Laws”), including the provisions of any licenses, permits or certificates required thereunder. If the Grantor obtains any such Environmental Audit for its lender, such Audit shall be deemed satisfactory to the Village.

The Grantor agrees that, in the event that an Environmental Audit or any other source of information known to the Village discloses a material, health, safety or environmental hazard, with respect to any Territory contemplated to be conveyed under this Section, then the Village shall not be obligated to take title to any land if, in its sole and exclusive judgment (including, without limitation, information revealed by the Environmental Audit), the use or condition of the Territory, or any part thereof, poses a material health, safety or environmental hazard. If such part of the Territory does pose a material health, safety or

environmental hazard, then the Grantor must convey suitable substitute land at a location(s) subject to the approval by the Village which approval shall not be unreasonably withheld.

- (h) Property to be conveyed hereunder to the Village shall also comply with any and all other standards, ordinances, resolutions or regulations adopted by the Village. For purposes of determining such compliance, Village may examine Grantor's use of any property to be conveyed to the Village hereunder as if Village owned the same as of the time of such use, and without regard to the actual date on which such property was or was to be conveyed to the Village.
- 13.4 From and after the effective date of this Agreement, and upon demand by Village made by and through its President, Owner from time to time shall promptly reimburse Village for all reasonable expenses and costs incurred by Village in 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 letters of credit as security for the completion of required roadway or other public improvements and 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.
- 13.5 The failure of any party to this Agreement to insist upon the 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 right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect. No action taken by any party to this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in

this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any party at law or equity.

- 13.6 This Agreement may only be amended by the Village's adoption of an ordinance authorizing the execution of such amendment, after a public hearing in accordance with Article 11, Division 15.1 of the Illinois Municipal Code (65 ILCS 5/11-15.1-1 et. seq.) and the subsequent execution of such amendment by all of the other parties hereto.
- 13.7 In the event that any pertinent existing regulations, resolutions or ordinances of the Village are inconsistent with or conflict with the terms or provisions of this Agreement, the terms or provisions of this Agreement shall supersede the regulations, resolutions or ordinances in question to the extent of such inconsistency or conflict. Absent any such conflict or inconsistency, the pertinent existing regulations, resolutions and ordinances of the Village, as the same may be amended from time to time, shall apply to Owner's development of the Territory.
- 13.8
- (a) Upon a breach of this Agreement, any of the parties may secure the specific performance of the covenants and agreements herein contained as the sole and exclusive remedy for such breach, the sole venue for which shall be in the Circuit Court for the Twelfth Judicial Circuit, Will County, Illinois.
 - (b) In the event of a material breach of this Agreement, the parties agree that the party alleged to be in breach shall have thirty (30) days after written notice of said breach to correct the same prior to the non-breaching party seeking a judicial remedy as provided for herein (provided, however, that said thirty (30) day period shall be extended if the defaulting party has commenced to cure said default and is diligently proceeding to cure the same).
 - (c) If the performance of any covenant to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (including, without limitation, acts of

God, war, terrorist acts, strikes, inclement weather conditions, inability to secure governmental permits, or similar acts), the time for such performance shall be extended by the length of such delay provided, however that the party that seeks the benefit of this provision shall give the other(s) written notice of both its intent to rely upon this provision and the specific reason which permits the party to avail itself of the benefit of this provision.

- 13.9 This Agreement sets forth all agreements, understandings, and covenants between and among the parties. This Agreement supersedes all prior agreements, negotiations and understandings, written and oral, and is a full integration of the entire Agreement of the parties.
- 13.10 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. Furthermore, if any provision of this Agreement is held invalid, the invalidity thereof shall not affect any zoning classification which has been approved by the Village pursuant to the provisions of the Village's ordinances and the valid provisions of this Agreement, and such zoning classifications shall not otherwise be changed during the term of this Agreement without Owner's and Owner's approval and shall survive this Agreement and continue to be the zoning classification of the Territory unless changed in accordance with law.
- 13.11 The Corporate Authorities agree to aid Owner and to cooperate reasonably with Owner in dealing with any and all applicable governmental bodies and agencies in obtaining utility and other governmental services for the Territory. Furthermore, it is understood and agreed by the parties hereto that the successful consummation of this Agreement requires their continued cooperation. The Village and Owners and Owner hereby evidence their intent to always cooperate in the resolution of mutual problems and their willingness to facilitate the uses of the Territory, as contemplated by the provisions of this Agreement. Without otherwise limiting

the generality of the foregoing, Owner specifically acknowledges and agrees that it shall cooperate with Village by entering into the Village's standard form private property traffic ordinance enforcement agreement or private property common area enforcement agreement upon request therefor from the Village, and that it shall take all such steps as may be necessary (including but not limited to the recordation of appropriate restrictive covenants against the property) to ensure that all sales and use taxes imposed by the State of Illinois with respect to the conduct of any business that is now or may hereinafter be lawfully developed within or conducted from the Territory shall be deemed to have resulted from and to have been generated within the corporate limits of the Village, so as to facilitate the Village's receipt of such distributive share thereof from the State of Illinois as it may be entitled to from time to time.

13.12 This Agreement may be executed in multiple counterparts, all of which when taken together shall constitute one Agreement.

13.13 The headings of the Sections of this Agreement are for convenience and reference only and do not form a part hereof and do not modify, interpret or construe the understandings of the parties hereto.

13.14 This Agreement may be reproduced by means of carbons, xerox process or otherwise. Each such reproduction, if manually executed by the parties, shall for all purposes be deemed, and the same is hereby declared, to be a duplicate original of this Agreement.

13.15 Terms used in this Agreement shall be read in the singular or the plural as may be appropriate to the context in which they are used.

13.16 Notices, including Notices to effect a change as to the persons hereinafter designated to receive Notice(s), 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 or by a nationally recognized overnight carrier, addressed as follows:

If to the Village, or the corporate authorities:

VILLAGE OF ROMEOVILLE
1050 W. Romeo Road
Romeoville, Illinois 60446
Attention: Village Manager

with a copy to the Village Attorney:

RAYMOND E. MEADER
Village Attorney
Tracy, Johnson & Wilson
2801 Black Road
Joliet, Illinois 60435

If to the Owner:

DUKE REALTY LIMITED PARTNERSHIP
Attention: RYAN O'LEARY, Regional Senior Vice
President
1301 W. 22nd Street
Suite 800
Oak Brook, Illinois 60523

with a copy to:

Vice President Legal and Assistant Secretary
LISA STARCEVICH
1301 W. 22nd Street
Suite 800
Oak Brook, Illinois 60523

with a copy to:

GEORGE D. MAURIDES
Maurides Foley Tabangay & Turner LLC
33 N. LaSalle Street
Suite 1910
Chicago, Illinois 60602

13.17 Except as specifically set forth in this Agreement, Owner shall comply with all Village ordinances and State and Federal statutes, rules, regulations, orders, and laws, as amended from time to time, to the extent they are applicable to the Owner's development, use and occupancy of the Territory and any buildings or

structures constructed thereon.

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

VILLAGE OF ROMEOVILLE,
a municipal corporation,

By: _____
Village President

ATTEST:

By: _____
Village Clerk

Owner:

DUKE REALTY LIMITED PARTNERSHIP,
an Indiana limited partnership

By: Duke Realty Corporation
an Indiana corporation, its general partner,
d/b/a/ Duke Realty of Indiana Corporation

By: _____
Ryan O'Leary
Regional Senior Vice President

Subscribed and Sworn to before me
this ____ day of _____, 2017.

NOTARY PUBLIC

List of Exhibits

Exhibit A	Brady Parcel Legal Description
Exhibit B	Cronin Parcel Legal Description
Exhibit C	Plat of Annexation
Exhibit D-1	General Development Plans
Exhibit D-2	Code Exceptions
Exhibit E	Corrected Plat of Easement
Exhibit F	Roadway Easement
Exhibit F-1	New Utility Easement
Exhibit F-2	Port District Conveyance
Exhibit G	LaFarge Property