DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** (the "Agreement"), is made and entered into this ______day of June, 2019, A.D., by and among the **VILLAGE OF ROMEOVILLE**, a home rule Illinois Municipal Corporation (hereinafter sometimes referred to as "Village" or "Romeoville"), and Harvest C Romeoville B1, LLC (hereinafter referred to as "Developer"). The Village and Developer may sometimes be referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, Developer owns certain real property within the corporate limits of the Village and is proposing to acquire additional real property adjacent thereto, all as legally described in Exhibit A (the "Property"), a copy of which is attached hereto and incorporated herein by this reference, which Property includes an existing industrial building owned by Developer (the "Facility"), legally described in Exhibit A-1, a copy of which is attached hereto and incorporated herein by this reference, as well as vacant undeveloped land (the "Vacant Area"), legally described in Exhibit A-2, a copy of which is attached hereto and incorporated herein by this reference; and

WHEREAS, the Facility and the Vacant Area described in Exhibit A are presently located on three separate zoning lots; and

WHEREAS, Developer is contemplating the renovation of the Facility to accommodate a provider of specialized transportation, e-commerce and logistics services and in connection therewith, the development of the Vacant Area into parking areas for employee vehicles and delivery vans (as defined in Section Two hereof) to be operated from the Facility; and

WHEREAS, the operation of and the proposed renovation of the Facility is a permitted use within the PB Zoning District in which the Property is located; and

WHEREAS, due to the needs of the Developer for additional flexibility in expanding and renovating the Facility, Developer has further submitted a development application to the

Village for the consolidation of the lots on which the Facility and the Vacant Area are located into a single zoning lot to thereby permit the development of the Vacant Area for employee vehicle and delivery van parking as contemplated hereinabove; and

WHEREAS, the Village has received and reviewed the aforesaid development application for the consolidation of the lots containing the Facility and the Vacant Area into a single zoning lot to thereby permit the development of the Vacant Area for employee vehicle and delivery van parking as contemplated hereinabove, and is amenable to the approval of the same, subject to the resolution herein of the concerns raised by the anticipated increase in traffic within the area of the Property generated by the Facility in excess of the level thereof originally contemplated in connection with the development of the Facility prior to the date of this Agreement; and

WHEREAS, to ameliorate the concerns raised by the Village in connection with the anticipated increase in traffic within the area of the Property generated by the Facility in excess of the level thereof originally contemplated in connection with the development of the Facility prior to the date of this Agreement, the Developer has proposed to make a financial contribution to assist in defraying a portion of the cost of certain infrastructure improvements intended to facilitate and improve the flow of the anticipated future traffic generated by the Facility within the area of the Property, and

WHEREAS, the Village is likewise amenable to the Developer's proposal as hereinabove expressed, subject to the parties' execution of a mutually satisfactory development agreement containing the terms hereinafter set forth, and the Developer is willing to have the Village adopt an ordinance approving such a development agreement and to enter into that development agreement with the Village upon the terms hereinafter set forth; and

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

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

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

SECTION TWO: Approval of Plat of Consolidation; Effect of and Limitations

Thereon – Developer has represented to the Village that the future successful redevelopment and use of the Facility by a provider of specialized transportation, e-commerce and logistics services necessitates that the Vacant Area described in Exhibit A-2 be consolidated into a single lot with that portion of the Property containing the Facility, legally described in Exhibit A-1, so as to thereby allow the parking of employee vehicles and delivery vans within the Vacant Area as an accessory use to the operation of the Facility. Accordingly, at the same meeting on which the corporate authorities of the Village adopt legislation approving the execution of this Agreement, the corporate authorities of the Village shall likewise adopt legislation approving a plat of consolidation of the lots containing the Facility and the Vacant Area into a single lot, which legislation shall be subject to the Village's approval of legislation approving the execution of this Agreement and the Village's receipt of a copy of this Agreement executed by the Developer. A copy of the plat of consolidation to be so approved is attached hereto and incorporated herein as Exhibit B to this Agreement. Thereafter, the parking of employee vehicles and delivery vans on the presently undeveloped portion of the single lot resulting from the approval of such plat of consolidation shall be permitted as an accessory use to the use and operation of the Facility, subject to the following conditions: a) the use of the presently undeveloped portion of the single lot resulting from the approval of such plat of consolidation for the parking of employee vehicles and delivery vans shall be permitted subject to the Village's review and approval of all submittals necessary to the improvement of the same for such

purposes, which approval shall be subject to this Agreement and the otherwise applicable ordinances of the Village, b) the use of the presently undeveloped portion of the single lot resulting from the approval of such plat of consolidation for the parking of employee vehicles and delivery vans shall be permitted as an accessory use of the Facility only for so long as a provider of specialized transportation, e-commerce and logistics services shall be a user or an occupant of the entire Facility under the terms of a valid lease in force and effect between the Developer or the then owner of the Property, or as the owner of the Property by a duly recorded deed, provided, however, that except as otherwise approved in writing by the Village, such accessory use of the single lot resulting from the approval of such plat of consolidation for the parking of employee vehicles and delivery vans shall be permitted as an accessory use of the Facility only to the same provider of specialized transportation, e-commerce and logistics services as is then using or occupying the entire Facility under the terms of a valid agreement in force and effect between the Developer or the then owner of the Property, or as the owner of the Property by a duly recorded deed, and c) the use of the presently undeveloped portion of the single lot resulting from the approval of such plat of consolidation for the parking of employee vehicles and delivery vans shall in all cases be limited to the parking of vehicles bearing Illinois license plates identifying and registering such vehicles as passenger cars, Class B trucks or Class C Trucks, and no other vehicles, trucks, trailers or equipment of any other registration class or other description whatsoever shall be permitted to be parked therein, including but not limited to so-called semi-trucks and trailers. Vehicles bearing license plates from other states shall be permitted to similarly park within the presently undeveloped portion of the single lot resulting from the approval of such plat of consolidation so long as the vehicles in question would, if licensed and registered in the State of Illinois, qualify for licensure and registration as passenger cars, Class B trucks, or Class C trucks. At such time as the Facility is no longer entirely used or occupied by a provider of specialized transportation, e-commerce and logistics services (whether under the terms of a valid lease in force and effect between the Developer or then owner of the Property and a provider of specialized transportation, e-commerce and logistics services or by the Developer or the then owner of the Property), all use of the presently undeveloped portion of the single lot resulting from the approval of such plat of consolidation for parking purposes shall immediately terminate and cease, and shall not thereafter resume until such time as (i) the Village shall have approved such legislation as may then be necessary under its ordinances to

permit the development of the presently undeveloped portion of the single lot resulting from the approval of such plat of consolidation with a building and (ii) the then owner of the presently undeveloped portion of the single lot resulting from the approval of such plat of consolidation shall have developed such a building thereon and received a certificate of occupancy therefor from the Village. The provisions of this Section 2 of this Agreement shall survive any termination or expiration of this Agreement.

<u>SECTION THREE:</u> Future Infrastructure Improvements—Pinnacle Drive Resurfacing and Pinnacle Drive/Taylor Road Traffic Signal; Developer Financial

Contribution – Developer and Village acknowledge that the anticipated increase in traffic within the area of the Property generated by the Facility in excess of the level thereof originally contemplated in connection with the development of the Facility prior to the date of this Agreement may to some extent be ameliorated by the construction of certain infrastructure improvements not presently in existence as of the date of this Agreement, including the resurfacing of that portion of Pinnacle Drive located generally to the north of the Property, and the construction and installation of a new traffic signal at the intersection of Pinnacle Drive with Taylor Road. To assist the Village in defraying a portion of the cost of these improvements, and thereby ameliorate the impact of the anticipated increase in traffic within the area of the Property generated by the Facility in excess of the level thereof originally contemplated in connection with the development of the Facility prior to the date of this Agreement, the Developer shall, within thirty (30) days after the date on which the Village approves legislation authorizing the execution of this Agreement, contribute to the Village the sum of Three Hundred Thousand and No/100 Dollars (\$300,000.00) for the Village's use toward defraying a portion of the cost of future resurfacing of Pinnacle Drive to the north of the Property and the construction and installation of a traffic signal at the intersection of Pinnacle Drive with Taylor Road. The Village does commit to the completion of the resurfacing of Pinnacle Drive from Taylor Road south to the Property on or before November 15, 2019 and does further commit to the installation and full operations of the traffic light at Taylor Road and Pinnacle Drive on or before September 30, 2021. No additional financial obligations shall be required of the Developer other than as set forth in this Section.

SECTION FOUR: Future Infrastructure Improvements—Pinnacle Drive Future Southern Extension; Developer Future Recapture Obligations – Developer and Village acknowledge that the existing southern terminus of Pinnacle Drive exists at a point that is approximately in the middle of the eastern boundary of the Property, and that while the Village is presently pursuing the construction of a southern extension of Pinnacle Drive to provide a roadway connection to Airport Road, the Village has no present timetable for the completion of the proposed southern extension of Pinnacle Drive. At such time as the Village ultimately constructs and completes a southern extension of Pinnacle Drive that provides a roadway connection to Airport Road, Developer acknowledges that the Village shall have the right to condition its approval of any curb cuts or access points upon the newly constructed southern extension of Pinnacle Drive from the Property upon the Developer's payment of a sum of money equal to one half of the actual costs incurred by the Village to construct the southern extension of Pinnacle Drive to the southern boundary line of the Property, adjusted by the Construction Cost Index as published by the Engineering News Record, multiplied by the length of the frontage of the Property.

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

SECTION SIX: General Provisions

- A. Developer's Faithful Performance. It is understood and agreed by the Parties hereto that following payment of the Three Hundred Thousand and no/100 Dollars (\$300,000.00) as provided in section 3 hereof, the Developer may assign, sublease, grant a license, convey or otherwise transfer its interest in the Property and the Facility at any time during the term of this Agreement, and all the duties, obligations, rights and responsibilities of the Developer, as herein set forth, shall devolve upon and be assumed by such assignee, grantee or transferee, and the Developer shall be released from all obligations which relate to any portion of the Property as may have been sold or conveyed, but only upon the posting of financial security by the proposed assignee, grantee or transferee for any remaining unperformed obligations for which financial security is required under the ordinances of the Village or this Agreement, and the presentation to the Village of a written instrument executed by such proposed assignee, grantee or transferee assuming and agreeing to be bound by the terms and conditions of this Agreement.
- B. <u>No Waiver or Relinquishment of Right to Enforce Agreement</u>. The failure of any Party to this Development Agreement to insist upon strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other Party imposed, shall not constitute or be construed as a waiver or relinquishment of any Party's rights, to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect. No waiver by the Village shall be valid or binding on the Village unless it is in writing signed by the Village President after being approved by the Village Board and only to the extent therein set forth.
- C. <u>Cumulative Remedies</u>. Unless expressly provided otherwise herein, the rights and remedies of the Parties provided for herein shall be cumulative and concurrent and shall include all other rights and remedies available at law or in equity, may be pursued singly, successively or together, at the sole and absolute

discretion of either Party and may be exercised as often as occasion therefore shall arise.

- D. <u>Other Ordinances, Codes, Rules, Regulations, Resolutions and Applicable</u> <u>Law</u>. Except as expressly provided to the contrary, nothing herein contained is intended to relieve Developer of its obligations under the ordinances, codes, rules, regulations, and/or resolutions of the Village of Romeoville, provided, however, that in the event of any conflict between the terms of this Agreement and the terms of any such ordinance, code, rule regulation or resolution, the terms of this Agreement shall prevail. In addition, wherever this Agreement provides that a particular ordinance, code, rule, regulation or resolution is applicable, said provisions shall also automatically include any amendments thereto, except as expressly set forth in this Agreement.
- E. <u>Singular and Plural</u>. Wherever appropriate in this Agreement, the singular shall include the plural, and the plural shall include the singular.
- F. <u>Section Headings and Subheadings</u>. All section headings or other headings in this Agreement are for the general aid of the reader and shall not limit the plain meaning or applicability of any of the provisions thereunder whether covered by or relevant to such heading or not.
- G. <u>Recording</u>. All ordinances, plats, and any other agreements and/or documents contemplated hereunder shall be recorded by the Village at the sole cost and expense of the Developer.
- <u>Term and Date of Agreement; Default and Termination</u>. The term of this Agreement shall be for a term of twenty years from the date of this Agreement. The date of this Agreement shall be the date on which the corporate authorities of the Village of Romeoville adopt legislation authorizing the execution of this

Agreement. The use of the phrase, "term of this Agreement", or similar words or phrases in this Agreement, shall include any extension of this Agreement approved by the Corporate Authorities of the Village. In the event of any default under the provisions of this Agreement, the non-defaulting Party shall give the defaulting Party specific written notice of such default, in the manner provided herein. The alleged defaulting Party shall have thirty (30) days to cure said default. If the defaulting Party does not cure said default during the thirty (30) day period, or is not diligently pursuing the cure of said default, the Agreement may thereafter be terminated by written notice from the non-defaulting party directed to the defaulting party, except that the provisions of Section 2 and Section 4 of this Agreement shall survive any such termination (or any expiration) of this Agreement, and provided further, that no such termination of this Agreement shall prejudice or affect the rights of the Parties hereunder to institute, maintain or continue the prosecution of litigation in relation to any breach of this Agreement alleged to have occurred prior to any such termination (or any expiration) of this Agreement.

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

Indemnitees. The foregoing indemnification and hold harmless provisions shall also survive any termination of this Agreement and any declaration of the invalidity of this Agreement as a while or of any other term or provision of this Agreement.

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

equipment or facilities for any and all expenses incurred in repairing or replacing such damage. Exclusive of bona fide emergencies as aforesaid or in response to line locates (i.e., JULIE notices), Developer shall also provide Village with 48 hours' notice of its entry onto any Village public street, road, easement area or other Village-owned property for the performance of any work contemplated hereby. In the event of any emergency repairs necessary for the protection of public health and safety, Developer need not provide advance notice to Village of such work but shall exercise all possible diligence to notify Village of the performance of and circumstances creating the need for such work as soon as possible but in any event within four (4) hours of Developer's becoming aware of the need for such work. Such notice shall be provided by calling the Village Police Non-Emergency line at 815-886-7219 outside of normal business hours, and by calling the Village Department of Public Works during normal business hours at 815-886-1870. As used herein, "normal business hours" shall be from 7:00 a.m. to 3:00 p.m., Monday through Friday, excluding legal holidays. Written notification of the same along with a detailed description of the work performed and the manner of its performance shall be provided to the Village within 48 hours of the performance of such work or on the commencement of the first normal business day thereafter.

- <u>Law and Venue</u>. This Agreement shall be governed by the laws of the State of Illinois, without reference to the conflicts or choice of laws provisions thereof. The sole and exclusive venue for any litigation arising from this Agreement shall be in the Circuit Court for the 12th Judicial Circuit, Will County, Illinois.
- L. <u>Actions by Parties/Right to Cure</u>. In the event of an alleged default under all or any provision of this Development Agreement, prior to and as a condition of instituting legal proceedings, the non-defaulting Party shall give the defaulting Party specific written notice of such default, in the manner provided herein. The alleged defaulting Party shall have thirty (30) days to cure said default. If the defaulting Party does not cure said default during the thirty (30) day period, or is not diligently pursuing the cure of said default, the non-defaulting Party may take

any and all steps necessary to address such default, including but not limited to the commencement of litigation in relation to the default. Additionally, the nondefaulting Party may exercise its right of termination under Section 6.H. of this Agreement, without prejudice to any litigation commenced, maintained or prosecuted with respect to any default occurring prior to any such termination of this Agreement. Developer shall not have a right to recover a judgment for monetary damages against any elected or appointed official of the Village for any breach of any of the terms of this Development Agreement. The Village reserves the right to maintain an action to recover damages or any sums which Developer has agreed to pay pursuant to this Agreement and which have become due and remain unpaid. In the event the Village maintains such an action and judgment is entered in favor of the Village or the Village accepts a settlement, then the Village is entitled to repayment of its reasonable attorneys' fees for prosecuting said action.

- M. <u>No Personal Liability</u>. The Parties acknowledge and agree that the individuals who are members of the group constituting the corporate authorities of the Village and individuals who are members, officers, directors, owners, managers and duly authorized agents of the Developer are entering into this Agreement in their capacities as members of such group and shall have no personal liability in their individual capacities.
- N. <u>Notices</u>. Notices or other writings which any Party is required to or may wish to serve upon any other Party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Village:

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

with a copy to:	Rich Vogel
	Tracy, Johnson & Wilson
	2801 Black Road, 2d Floor
	Joliet, IL 60435

Harvest C REIT, LLC Two North Riverside Plaza, Suite 2350 Chicago, IL 60606 Attention: Dave Poquette

with a copy to:

If to the Developer:

Michael W. Hansen Kavanagh Grumley & Gorbold LLC 111 N. Ottawa Street Joliet, IL 60432

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

<u>Amendments</u>. This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between Developer and the Village relative to the subject matter hereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

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

Q. <u>Force Majeure</u>. If the parties, as the result of strikes, lockouts, inability to obtain labor or materials or reasonable substitutes thereof, embargo, epidemic, accident, Acts of God, enemy or hostile government action, terrorism, civil commotion, riot, insurrection, fire or other casualty, flood, adverse weather conditions or other major environmental disturbance, delays caused by the actions or inactions of judicial bodies, failure to delay in the issuance of, or, until finally resolved, lack of transportation, act of military authority, government ordinance, law, rule, regulation or restrictions, appeal of the issuance of, permits, licenses and approvals or other causes outside the reasonable control of the parties ("Force Majeure Event"), as applicable, shall fail to punctually perform any term, covenant or condition on its part to be performed under this Agreement, then such failure shall be excused and shall not be an event of default, but only to the extent and for the time occasioned by such event. Any delay caused by a Force Majeure Event shall extend the obligations of the parties hereunder in the same time frame as said delay.

R. <u>Binding Effect</u>. This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective successors and assigns.

S. <u>Entire Agreement; Amendment</u>. This Agreement constitutes the entire agreement between the parties respecting the subject matter hereof, and supersedes all prior negotiations, undertakings, agreements and arrangements with respect thereto, whether written or oral. The Developer or any assignee shall only have financial obligations to the Village as is set forth herein. Except as otherwise explicitly provided herein, this Agreement may not be amended or modified except by written agreement signed by each of the parties.

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

Village:	Attest:
VILLAGE OF ROMEOVILLE, An Illinois Municipal Corporation	By:
By:	Name: Dr. Bernice Holloway
Name: John D. Noak	Its: Village Clerk
Its: Village President	
Developer:	Attest:
Harvest C Romeoville B1, LLC	By:
By:	Name:
Name:	Its:
Its:	

Exhibit List

Exhibit A—Legal Description of Property

Exhibit A-1—Legal Description of Facility

Exhibit A-2—Legal Description of Vacant Area

Exhibit B—Plat of Consolidation

EXHIBIT A-1

LOT 1 IN ROMEOVILLE INDUSTRIAL CENTER, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER AND PART OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 7, 2017 AS DOCUMENT NUMBER R2017052309, IN WILL COUNTY, ILLINOIS.

EXHIBIT A-2

LOTS 3 AND 4 IN ROMEOVILLE INDUSTRIAL CENTER, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER AND PART OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 7, 2017 AS DOCUMENT NUMBER R2017052309, IN WILL COUNTY, ILLINOIS.





PREPARED BY/RETURN TO:



JACOB & HEFNER ASSOCIATES 33 Butterfield Road, Suite 300, Downers Grove, IL 60515 PHONE: (630) 652-4600, FAX: (630) 652-4601 www.jacobandhefner.com Illinois Professional Design Firm License No. 184-003073 Exp. 4/30/19

		FINAL PL	AT OF RES	SUBDIVISION
Rome	eoville	Industrial		Resubdivision — N
				QUARTER OF SECTION 8, TOWNSHIP 36 RIDIAN, IN WILL COUNTY, ILLINOIS.
DRAINAGE CERTIFICATE		<u>VILLAGE CLERK'S CERTIFICATE</u>		
STATE OF ILLINOIS)) SS COUNTY OF DUPAGE)	STATE OF ILLINOIS)	SS		
TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL	COUNTY OF WILL)			
NOT CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OF ANY PART THEREOF, OR THAT IF SUCH SURFACE WATER DRAINAGE WILL CHANGE, REASONABLE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY RESULTING FROM THE CONSTRUCTION OF THE SUBDIVISION.	I,			
DATED AT,,, THIS DAY OF, 201	ROMEOVILLE, WILL COU YEAR 20	JNTY, ILLINOIS, THIS DAY OF	_ IN THE	
OWNER OR ATTORNEY		VILLAGE CLERK		OWNER'S CERTIFICATE
DATED AT, ILLINOIS, THIS DAY OF				STATE OF)
DATED AT, ILLINOIS, THIS DAY OF, 20) SS COUNTY OF)
		<u>VILLAGE BOARD CERTIFICATE</u>		THIS IS TO CERTIFY THAT IS THE OWNER OF PART OF THE LAND IN THE ANNEXED PLAT AND HAS CAUSED THE SAME TO BE SURVEYED
DESIGN ENGINEER	STATE OF ILLINOIS)) COUNTY OF WILL)	SS		AND SUBDIVIDED AS INDICATED HEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE HEREON INDICATED.
CERTIFICATE AS TO SPECIAL ASSESSMENTS	APPROVED BY THE M	AYOR AND THE VILLAGE BOARD OF THE VILLAGE OF		PURSUANT TO SECTION 1.005 OF THE PLAT ACT, 765 ILCS 205, THIS DOCUMENT SHALL SER AS THE SCHOOL DISTRICT STATEMENT. TO THE BEST OF THE OWNER'S KNOWLEDGE, THE SCHOOL DISTRICT(S) IN WHICH THE TRACT OF LAND LIES, IS IN THE FOLLOWING SCHOOL
STATE OF ILLINOIS)	COUNTY, ILLINOIS, IN	ACCORDANCE WITH THE SUBDIVISION REGULATIONS, /	AT A	DISTRICT(S):
COUNTY OF WILL)	MEETING HELD THIS _	DAY OF IN THE YEAR 20		VALLEY VIEW SCHOOL DISTRICT 365–U 755 DALHART AVENUE
I,				ROMEOVILLE, ILLINOIS 60446 815–886–2700 JOLIET JUNIOR COLLEGE DISTRICT 525 1215 HOUBOLT ROAD JOLIET, ILLINOIS 60431–8938
DATED AT THE VILLAGE OF ROMEOVILLE, WILL COUNTY, ILLINOIS, THIS DAY OF				JOLIE 1, ILLINOIS 00431-8938
IN THE YEAR 20				BY:
		WILL COUNTY CLERK CERTIFICATE		NAME:
VILLAGE TREASURER	STATE OF ILLINOIS)			TITLE:
	COUNTY OF WILL)			ADDRESS:
	I, HEREBY CERTIFY THA	, COUNTY CLERK OF WILL COUN T THERE ARE NO DELINQUENT GENERAL TAXES, NO O	TY, ILLINOIS, DO UNPAID CURRENT	
CERTIFICATE OF PLANNING AND ZONING COMMISSION	REDEEMABLE TAX SAL	UNPAID SPECIAL TAXES, NO UNPAID FORFEITED TAXE ES AGAINST ANY OF THE PROPERTY DESCRIBED HEF RECEIVED ALL STATUTORY FEES IN CONNECTION WI	REON. I FURTHER	DATED THIS DAY OF IN THE YEAR 20
STATE OF ILLINOIS)) SS	DESCRIBED HEREON.	RECEIVED ALL STATUTORT FLES IN CONNECTION W		<u>CERTIFICATE OF NOTARY</u>
COUNTY OF WILL)		D AND SEAL AT JOLIET, WILL COUNTY, ILLINOIS, THI	'S	STATE OF)) SS COUNTY OF)
I, CHAIRMAN OF THE VILLAGE PLANNING & ZONING COMMISSION, CERTIFY THAT ON THE DAY OF IN THE YEAR 20, THIS PLAT OF SUBDIVISION WAS DULY APPROVED BY THE	DAY OF	, IN THE YEAR 20		
PLANNING & ZONING COMMISSION.		BY:COUNTY_CLERK		I,, NOTARY PUBLIC IN AND FOR THE STATE AFORESAID, HEREBY CERTIFY THAT, WHOSE NAME IS SUBSCRIBED TO T FOREGOING CERTIFICATE IS KNOWN TO ME AS SUCH OWNER.
CHAIRMAN, PLANNING & ZONING COMMISSION				GIVEN UNDER MY HAND AND NOTARY SEAL THIS DAY OF
ATTEST:				IN THE YEAR 20
	<u>WILL COUN</u>	TY TAX MAPPING DEPARTMENT CERTIFICATE		NOTARY PUBLIC COMMISSION EXPIRES
	STATE OF ILLINOIS))	SS		
CERTIFICATE OF COUNTY RECORDER	COUNTY OF WILL)			
STATE OF ILLINOIS)	I, PLATTING OFFICE OF DESCRIPTION OF THE	, DIRECTOR OF THE TAX M WILL COUNTY, DO HEREBY CERTIFY THAT I HAVE CH PLAT AGAINST AVAILABLE COUNTY RECORDS AND FI	MAPPING AND IECKED THE PROPERTY IND SAID DESCRIPTION	
COUNTY OF WILL)		RECT. THE PROPERTY	IND SAID DESCRIFTION	
THIS INSTRUMENT NUMBER WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF WILL COUNTY, ILLINOIS, ON THIS DAY OFO'CLOCKM.		LOCATED ON TAX MAPS 04–08A–E & 04–08C–E , NENT INDEX NUMBERS (P.I.N.)	AND	
	11-04-08-102-011- 11-04-08-301-010-	0000		
WILL COUNTY RECORDER	11-04-08-301-011-			
PREPARED BY/RETURN TO:	DIRECTOR			
JACOB & HEFNER ASSOCIATES				
1333 Butterfield Road, Suite 300, Downers Grove, IL 60515 PHONE: (630) 652-4600, FAX: (630) 652-4601 www.jacobandhefner.com			SHEET 3 OF	- 3
Illinois Professional Design Firm License No. 184-003073 Exp. 4/30/19	CERTIFICATES AND EASEMENT PROVISIONS			

- No.	1
	STATE OF ILLINOIS)) SS COUNTY OF DUPAGE)
	THIS IS TO CERTIFY THAT I, CARL J. COOK, REGISTERED ILLINOIS PROFESSIONAL LAND SURVEYOR, NO. 35–3543, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:
THE OWNER OF E SURVEYED IN SET FORTH, ND TITLE	OF LOTS 1, 3 AND 4 IN THE ROMEOVILLE INDUSTRIAL CENTER, A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 7th, 2017 AS DOCUMENT NUMBER R2017052309, IN WILL COUNTY, ILLINOIS.
NT SHALL SERVE EDGE, THE S SCHOOL	AS SHOWN BY THE ANNEXED PLAT WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF. I FURTHER CERTIFY THAT ALL REGULATIONS ENACTED BY THE VILLAGE OF ROMEOVILLE RELATIVE TO PLATS AND SUBDIVISIONS HAVE BEEN COMPLIED WITH IN PREPARATION OF THIS PLAT.
	I FURTHER CERTIFY THAT THE PROPERTY DESCRIBED AND SHOWN ON THE PLAT HEREON DRAWN IS WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF ROMEOVILLE, ILLINOIS.
	BASED ON A SCALED INTERPRETATION THE SITE AS SHOWN ON FIRM (FLOOD INSURANCE RATE MAP) APPEARS TO BE LOCATED IN A SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100-YEAR FLOOD ZONE A (NO BASE FLOOD ELEVATIONS DETERMINED) AND ZONE X (AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN PER MAP NUMBER 17197C0155E, EFFECTIVE DATE: SEPTEMBER 6, 1995.
	** FEMA LETTER OF MAP REVISION (LOMR) DETERMINATION DOCUMENT ISSUED MAY 13, 2013, EFFECTIVE DATE: SEPTEMBER 27, 2013, CASE NO.: 12–05–3283P, COMMUNITY NO.: 170711, FIRM NO. 17197C0155E DATE: SEPTEMBER 6, 1995. IN THE REVISED AREA THE SITE APPEARS TO BE LOCATED IN ZONE X (AREAS DETERMINED TO BE OUTSIDE 500–YEAR FLOODPLAIN AND ZONE AE (BASE FLOOD ELEVATION DETERMINED), TO THE BEST OF MY KNOWLEDGE AND BELIEF.
	ALL EXTERIOR CORNERS OF THE SUBDIVISION HAVE BEEN MONUMENTED PRIOR TO THE RECORDATION OF THE SUBDIVISION PLAT.
FORESAID, SSCRIBED TO THE	THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. GIVEN UNDER MY HAND AND SEAL THIS DAY OF, IN THE YEAR 20
	Carl J. Cook Jacob & Hefner Associates, Inc. Illinois Professional Land Surveyor No. 035–003543 jacobandhefner.com ccook@jacobandhefner.com My License Expires November 30, 2020

REVISED 05/17/19 С 0 8 5 с і Survey No.: Ordered By.: $G \ L \ P$ Plat of ReSubdivision Description: May 1st, 2019 Field Work: KW/SC/SM Prepared By: LB Date Prepared: Scale: 1" = N/A