## EASEMENT AND MAINTENANCE AGREEMENT FOR PRIVATE ROAD AND STORMWATER MANAGEMENT AREA

#### WITNESSETH:

This Easement and Maintenance Agreement for Private Road and Stormwater Management Area ("Agreement") is made and entered into as of this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2020, by and between the Village of Romeoville, an Illinois Municipal Corporation ("Village") and McDonald's USA, LLC, an Illinois limited liability company ("McDonald's Owner"), Halle Properties, L.L.C., an Arizona limited liability company ("Discount Tire Owner"), HZ Props, RE, Ltd., a limited partnership created and existing under and by virtue of the laws of the State of Texas ("Popeye's Owner"), Balaji Hospitality, L.L.C., an Illinois limited liability company ("Lot 4, 5, and 6 Owner"), White Castle System Inc., a Delaware corporation ("White Castle Owner"), Whitherward Dream, Inc., an Illinois corporation ("Car Wash Owner"), and JRL II Development Corp., an Illinois corporation ("7-11 Owner"). The McDonald's Owner, the Discount Tire Owner, the Popeye's Owner, the Lot 4, 5 and 6 Owner, the White Castle Owner and the 7-11 Owner may sometimes hereinafter be collectively referred to as "Owners", and any of the foregoing may sometimes hereinafter be generally referred to as "Owner".

WHEREAS, the Owners are owners of lots or resubdivisions or planned unit developments of lots within the Weber and Normantown Subdivision, a subdivision recorded with the Will County Recorder as Document No. R97-045180, as subsequently amended by a plat of resubdivision recorded with the Will County Recorder as Document No. R98-094103; and

WHEREAS, the legal descriptions for the lots or resubdivisions or planned unit developments of lots within the Weber and Normantown Subdivision respectively owned by each of the Owners is set forth in Exhibit A, a copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, the aforesaid properties owned by the Owners may sometimes hereinafter be collectively referred to as the "Owners' Lots" and any property owned by an individual Owner may sometimes hereinafter be referred to as an "Owner's Lot"; and

WHEREAS, the Owners' lots are subject to one or more declarations of covenants identified in Exhibit A-1, a copy of which is attached hereto and incorporated herein by reference, which declarations are collectively sometimes hereinafter referred to as the "Covenants"; and

WHEREAS, the Village has, through the Will County Trustee Scavenger Sale, recently acquired ownership of a lot or resubdivision or planned unit development of a lot or lots within the Weber and Normantown Subdivision, the legal description of which is set forth in Exhibit B, a copy of which is attached hereto and incorporated herein by reference, and which is sometimes hereafter referred to as the "Stormwater Management Area" or "SMA"; and

WHEREAS, the Village is also the owner of a lot or resubdivision or planned unit development of a lot or lots within the Weber and Normantown Subdivision, the legal description of which is set forth in Exhibit B-1, a copy of which is attached hereto and incorporated herein by reference, and which is sometimes hereinafter referred to as the "Open Space Area" or "OSA"; and

WHEREAS, the Owners' Lots are presently served by an existing private road system identified and depicted in Exhibit C, a copy of which is attached hereto and incorporated herein by reference, which is sometimes hereinafter referred to as the "Internal Road"; and

WHEREAS, the Covenants establish differential maintenance and repair obligations with respect to different portions of the Internal Road, with maintenance and repair responsibility of some portions of the road being the responsibility of certain identified Owners, and the maintenance and repair responsibility of other portions of the Internal Road being the responsibility of an association of the Owners as referenced in the Covenants; and

WHEREAS, the Covenants also establish that the SMA is intended to serve the stormwater management needs of the Owners' Lots and certain other offsite properties other than the Owners' Lots, and that the ownership, maintenance and operation responsibilities for the SMA were to be vested in an association comprised of the Owners; and

WHEREAS, notwithstanding any of the provisions of the Covenants, no association ever exercised or assumed maintenance and repair responsibilities for the Internal Road, or ownership, maintenance and operation responsibilities for the SMA, or, if once in existence, such association has since become dissolved or otherwise nonexistent; and

WHEREAS, the Owners collectively acknowledge that they desire the Village to undertake the responsibilities to maintain and repair the Internal Road, and to own, operate and maintain the SMA, and further to have the Village extend and improve the Internal Road to provide a direct vehicular connection between Weber Road and Normantown Road that does not require traveling through the intersection of Weber Road and Normantown Road, all in accordance with the terms, conditions and provisions hereinafter set forth in this Agreement; and

WHEREAS, the Village is willing to undertake the responsibilities to maintain and repair the Internal Road, and to own, operate and maintain the SMA, and further to extend and improve the Internal Road to provide a direct vehicular connection between Weber Road and Normantown Road that does not require traveling through the intersection of Weber Road and Normantown Road, upon the terms, conditions and provisions hereinafter set forth in this Agreement; and

WHEREAS, the Village and the Owners acknowledge that the terms, conditions and provisions hereinafter set forth in this Agreement include provisions requiring, among other things, an annual payment to the Village from each of the Owners toward the maintenance and snowplowing costs for the Internal Road as it currently exists and as it may be improved in the future, together with the costs of maintaining, renewing and replacing associated landscaping and the cost of owning, operating and maintaining the SMA; and

WHEREAS, the Village and the Owners further acknowledge that the terms, conditions and provisions hereinafter set forth in this Agreement include provisions requiring, among other things, that the Owners grant easements to the Village in the form shown in Group Exhibit D, a copy of which is attached hereto and incorporated herein by reference, which easements shall among other things allow the use of the areas subject to such easements for public roadway purposes.

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

- 1. <u>Recitals</u>. The foregoing recitals are incorporated into this Agreement as if fully set forth in this Section 1.
- 2. Grant of Easement. Contemporaneously with the execution of this Agreement, each Owner shall fully execute and deliver to the Village the plat of easement pertaining to such Owner's Lot in the form set forth in Group Exhibit D. Upon its receipt of a copy of this Agreement fully executed by all of the Owners together with fully executed plats of easement in the form shown in Group Exhibit D for all of the Owners' Lots, and the payment required by Section 5 of this Agreement, the Village shall (i) execute the plats of dedication included within Group Exhibit D to dedicate the portions of the SMA and OSA depicted therein for and (ii) thereafter assume the maintenance and repair obligations for the Internal Road and the SMA as hereinafter set forth. The area depicted within all of the plats of easement contained within Group Exhibit D may sometimes hereinafter be referred to as the "Internal Road Easement Area" or "IREA". The rights of the Village to use the IREA and its responsibilities with respect to the IREA shall be as set forth in the easement provisions of each plat of easement included within Group Exhibit D.
- Village Restoration Obligations. Without otherwise limiting, modifying or affecting any other provision of this Agreement, the Village shall, at its sole cost and expense, repair and restore any damage to any Owner's Lot located outside of the IREA resulting from Village's construction, repair, snowplowing or maintenance activities conducted within the IREA.
- 4. <u>Village SMA Obligations</u>. Village shall from time to time perform such maintenance and repair activities as may be required to cause the SMA to function in compliance with the applicable ordinances of the Village.
- 5. <u>Intentionally Omitted</u>.
- 6. Annual Maintenance Payment. On or before January 1, 2021, Village shall invoice each Owner in the amount allocated to such Owner in Exhibit E. Thereafter, on or before February 1, 2021, each Owner shall make a payment to the Village in the invoiced amount allocated to such Owner in Exhibit E. Such payment shall be used by the Village to defray the costs of providing routine maintenance of the Internal Road within the IREA (including the Internal Road as presently existing and as may be extended pursuant to the easement herein granted), including but not limited to snowplowing, maintenance of landscaping within the IREA, and maintenance of the SMA during the 2021 calendar year. Owners and Village acknowledge that the total amount of such payments required from all of the Owners totals \$25,000.00, and that the amount of the payment due to the Village from each Owner has been determined by dividing the area of each Owner's Lot by the total area of all Owners' Lots, with the resulting percentage multiplied by \$25,000.00 to determine the amount of the payment due from each owner. By their execution of this Agreement, the Owners accept the Village's calculations of the areas of each Owner's Lot, the area of all of the Owners' Lots, and the percentages of the total required payment allocable to each Owner, and consent to the use of such calculations in determining each Owner's annual maintenance payment amount as set forth in Exhibit E. Thereafter, on or before January 1 of each subsequent year, the Village shall send an invoice to each Owner in the amount of the maintenance payment due from such Owner with respect to the next calendar year, which amount shall be

calculated as hereinabove described, provided, however, that the amount of such payment may be increased by an amount not to exceed five percent (5%) of the immediately prior annual maintenance payment paid by such Owner. Such an invoice shall be due and payable on or before February 1 of the calendar year for which the invoice was issued. In the event that such an invoice remains unpaid as of February 1 of the calendar year for which the invoice was issued, the amount of such an invoice shall constitute a lien against the Owner's Lot of the Owner in question upon the Village's filing of a claim of lien against the Owner's Lot with the Will County Recorder's Office, which claim of lien shall include the following information: a) identification of the Village as the lien claimant, b) a statement that a lien is claimed pursuant to this Agreement, c) a statement that one or more annual maintenance payments are due and owing under this Agreement and remain unpaid by the Owner of the Owner's Lot in question, d) identification of the Owner and e) a legal description of the Owner's Lot in question. The claim of lien shall be signed by an employee of the Village, and acknowledged before a notary public. A copy of the lien claim shall also be sent by registered mail to the last known address of the Owner of the Owner's Lot in question as reflected on the records of the Village. The lien may be enforced in any judicial proceedings allowed by law, including without limitation a suit in the nature of a suit to foreclose a mortgage as provided by Illinois law. Any lien created hereunder shall be subordinate to any mortgage, deed of trust or comparable security instrument recorded prior to the recordation of the Village's claim of lien hereunder. The Village's recordation of a lien claim under this Section 6 shall be without prejudice to any and all other means available to the Village under Illinois law or Village ordinances to enforce the provisions of this Agreement, including but not limited the annual maintenance payment obligations under this Section 6.

- 7. <u>Use of IREA by Other Public Utility Service Providers</u>. Owner further acknowledges and agrees that, subject to the Village's agreement and approval, public utility service providers other than the Village shall be permitted to locate lines, improvements and facilities within the Easement Area, subject to and in accordance with the provisions of this Agreement, which provisions shall apply to the use of the Easement Area by such other public utility service providers in the same manner and to the same extent as such provisions apply to the Village's use of the Easement Area hereunder, including but not limited to the indemnification provisions of Section 9 hereof, provided further, however, that nothing herein shall obligate the Owner to bear any costs or expenses in connection with any such use of the Easement Area by public utility service providers other than the Village, and all such public utility service providers other than the Village shall take all measures necessary to ensure that their use of the Easement Area does not conflict with any other utilities or other improvements then existing within the Easement Area.
- 8. <u>Notice of Work</u>. Except in bona fide emergency situations, Village shall provide Owners with not less than seventy-two (72) hours reasonable prior notice of its intention to commence construction activities within the Easement Area.
- 9. <u>Indemnification</u>. Village hereby indemnifies, defends and holds harmless Owner and its officers, directors, employees and agents of and from any and all liabilities, claims, damages, costs, expenses or judgments resulting from Village's use of the Easement Area as contemplated herein. In the event that the Easement Area shall be used by any third-party public utility service providers other than the Village as contemplated by Section 7 of this Agreement, such third-party public utility service providers other than the Village shall be required to indemnify the Owner in connection therewith, in the

- same manner and to the same extent as the Village is herein required to indemnify the Owner for Village's use of the Easement Area.
- 10. <u>Successors</u>. This Agreement and the easement to be granted pursuant hereto shall bind and inure to the benefit of Owner and Village, and their respective successors, assigns and grantees, and shall be deemed to constitute covenants running with Owner's Property.
- 11. Covenants. Nothing herein shall be deemed to alter, modify, abrogate, amend or otherwise affect or relate to the Covenants, and the Owners shall retain all rights and responsibilities thereunder that they had or may have had immediately prior to the full execution of this Agreement. Owners further expressly release and waive and any all claims or liabilities of any kind that they had, now have or may ever have against the Village arising out of or any in any way relating to the Covenants, and shall indemnify, defend and hold harmless the Village of and from any and all liabilities, claims, damages, costs, expenses or judgments against the Village found upon, arising from or otherwise relating to the Covenants.

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

"VILLAGE"
Village of Romeoville, an Illinois Municipal Corporation
BY: John D. Noak, Village President
ATTEST: Dr. Bernice Holloway, Village Clerk
"OWNERS"
McDonald's USA, LLC ("McDonald's Owner")
BY:
ATTEST:
Halle Properties, L.L.C., an Arizona limited liability company ("Discount Tire Owner")  BY:
ATTEST:
HZ Props, RE, Ltd., a limited partnership created and existing under and by virtue of the laws of the State of Texas ("Popeye's Owner")
BY:
ATTEST:

Balaji Hospitality, L.L.C., an Illinois limited liability company ("Owner")	Lot 4, 5, and 6
BY: Arvind K. Aggarwal	
BY:Rachna Sharma	
Rachna Sharma	
BY: Dev P. Rao	
White Castle System Inc., a Delaware corporation ("White Cas	itle Owner")
BY:	
ATTEST:	
Whitherward Dream, Inc., an Illinois corporation ("Car Wash OBY:	)wner")
ATTEST:	
JRL II Development Corp., an Illinois corporation ("7-11 Owne BY:	er")
ATTEST:	

STATE OF )
STATE OF )
I,, a notary public in and for said County and State, certify that and, personally known to me to be the and the of McDonald's USA, LLC, an Illinois limited liability company, and the persons whose names are subscribed to this instrument, appeared before me this day in person and severally acknowledged before me that they signed and delivered said instrument pursuant to authority given therefor by the said limited liability company as their free and voluntary act and as the free and voluntary act of the said limited liability company for the uses and purposes therein set forth.
Given under my hand and seal this day of, 2020.
Notary Public
STATE OF ) SS COUNTY OF )
I,, a notary public in and for said County and State, certify that, personally known to me to be the and the of Halle Properties, L.L.C., an Arizona limited liability company, and the persons whose names are subscribed to this instrument, appeared before me this day in person and severally acknowledged before me that they signed and delivered said instrument pursuant to authority given therefor by the said limited liability company as their free and voluntary act and as the free and voluntary act of the said limited liability company for the uses and purposes therein set forth.
Given under my hand and seal this day of, 2020.
Notary Public

STATE OF )
) SS COUNTY OF)
I,, a notary public in and for said County and State, certify that and, personally known to me to be the and the of HZ Props, RE, Ltd., a limited partnership created and existing under and by virtue of the laws of the State of Texas, and the persons whose names are subscribed to this instrument, appeared before me this day in person and severally acknowledged before me that they signed and delivered said instrument pursuant to authority given therefor by the general partner(s) thereof as their free and voluntary act and as the free and voluntary act of the said limited partnership for the uses and purposes therein set forth.
Given under my hand and seal this day of, 2020.
Notary Public
STATE OF ) SS COUNTY OF )
I,
Notary Public

STATE OF	_ )		
COUNTY OF	_ )		
I,	d the persons who day in person and instrument pursua oration as their fre	se names are subscri severally acknowledg ant to authority given se and voluntary act a	bed to this instrument, ed before me that they therefor by the Board of and as the free and
Given under my h	and and seal this	day of	, 2020.
Notary Pu	blic		
STATE OF	_ ) ) SS _ )		
I,certify thatto me to be theIllinois corporation, and the appeared before me this estimated and delivered said Directors of the said corporation and the said corporation.  Given under my harmonic controls are the said of the s	and and the ne persons whose day in person and instrument pursua oration as their fre corporation for the	of Whithen of whithen of whithen of whithen of whithen of white are subscribed severally acknowledges and voluntary act are subscribed and woluntary act are subscrib	, personally known erward Dream, Inc., an d to this instrument, ed before me that they therefor by the Board of and as the free and herein set forth.
Notary Pu	blic		

STATE OF ) SS
) SS COUNTY OF )
I,
Given under my hand and seal this day of, 2020.
Notary Public
STATE OF ILLINOIS ) ) SS COUNTY OF WILL )
I,
Notary Public

#### Exhibit A—Legal Descriptions of Owners' Lots

McDonald's USA LLC Property

LOT 3 IN THE RESUB OF LOT 2 & 3 IN WEBER & NORMANTOWN, BEING A SUB OF PRT OF THE W1/2 OF THE NW1/4 OF SEC. 32, T37N-R10E, (EX THAT PRT TAKEN FOR RD WIDENING PER 16ED10). 2018 LEVY YEAR - REVISED LEGAL DESCRIPTION/ACREAGE CHANGE FOR ROAD WIDENING PER 16ED10. THIS PIN STAYS THE SAME (WAS 1.54 ACRES), REF#16052

Halle Properties, L.L.C. Property

LOT 2 IN WEBER AND NORMANTOWN 2ND RESUB, A RESUB OF LOT 1 IN WEBER AND NORMANTOWN SUB & LOT 2 IN RESUB OF LOTS 2 & 3 OF WEBER AND NORMANTOWN, BEING A SUB OF PRT OF THE NW1/4 SEC. 32, T37N-R10E, (EX THAT PRT TAKEN FOR RD WIDENING PER 16ED11). 2018 LEVY YEAR - REVISED LEGAL DESCRIPTION/ACREAGE CHANGE FOR ROAD WIDENING PER 16ED11. THIS PIN STAYS THE SAME (WAS 1.0745), REF#16054

Hz Props RE, Ltd. Property

LOT 3 IN NORMANTOWN CENTER PUD, OF LOT 1 IN WEBER & NORMANTOWN 2ND RESUB, A RESUB OF LOT 1 IN WEBER & NORMANTOWN SUB AND OF REVISED LOT 2 IN THE RESUB OF LOTS 2 & 3 OF WEBER & NORMANTOWN, ALL BEING A SUB OF PRT OF THE SW1/4 OF SEC. 29 & PRT OF THE NW1/4 OF SEC. 32, T37N-R10E.

Balaji Hospitality, L.L.C. Property

LOTS 4, 5 AND 6 IN NORMANTOWN CENTER, BEING A SUB OF LOT 1 IN WEVER & NORMANTOWN 2ND RESUB, BEING A RESUB OF LOT 1 IN WEBER & NORMANTOWN SUB (ACCORDING TO THE PLAT THRF RECORDED MAY 30, 1997 AS DOC NO. R97-045180); ALSO REVISED LOT 2 IN THE RESUB OF LOTS 2 & 3 OF WEBER & NORMANTOWN (ACCORDING TO THE PLAT THRF RECORDED AUGUST 13, 1998 AS DOC NO. R98-094103), ALL IN PRT OF THE SW 1/4 OF SEC 29 AND PRT OF THE NW1/4 OF SEC 32, T37N-R10E.

White Castle System, Inc. Property

LOT 1 IN LOTS 1 & 2 IN NORMANTOWN CENTER, BEING A PUD OF LOT 1 IN WEBER AND NORMANTOWN 2ND RESUB, IN PRT OF THE SW 1/4 OF SEC 29 AND PRT OF THE NW 1/4 OF SEC 32, T37N-R10E

Whitherward Dream, Inc. Property

LOT 2 IN LOTS 1 & 2 IN NORMANTOWN CENTER, BEING A PUD OF LOT 1 IN WEBER AND NORMANTOWN 2ND RESUB, IN PRT OF THE SW 1/4 OF SEC 29 AND PRT OF THE NW 1/4 OF SEC 32, T37N-R10E

JRL II Development Corp. Property

LOT 4 IN WEBER & NORMANTOWN SUB, BEING A SUB OF PRT OF THE W1/2 OF THE SW1/4 OF SEC. 29, & THE W1/2 OF THE NW1/4 OF SEC. 32, T37N-R10E, (EX THAT PRT TAKEN FOR RD WIDENING PER 17ED6). 2018 LEVY YEAR - REVISED LEGAL DESCRIPTION/ACREAGE CHANGE FOR ROAD WIDENING PER 17ED6. THIS PIN STAYS THE SAME (WAS 1.44 ACRES), REF#16050

#### **Exhibit A-1 Covenants**

The Owners' lots are subject to all declarations of covenants recorded with the Will County Recorder's Office against their respective properties, including but not limited to those covenants recorded as Document No. R97-045181 with the Will County Recorder's Office, as amended by the First Amendment to Declaration dated August 13, 1998, recorded as Document No. 98-094104. The listing of any declaration of covenants herein shall not be deemed to represent or imply the nonexistence of other declarations of covenants of record affecting any of the properties subject to this Agreement.

#### Exhibit B—Legal Description of SMA

LOT 7 IN NORMANTOWN CENTER, BEING A PUD OF LOT 1 IN WEBER & NORMANTOWN 2ND RESUB, BEING A RESUB OF LOT 1 IN WEBER & NORMANTOWN SUB ALL IN PRT OF THE SW 1/4 OF SEC 29 AND PRT OF THE NW1/4 OF SEC 32, T37N-R10E, AND ALSO (EX THAT PRT TAKEN FOR ROAD WIDENING PER R2003-052589) (EXCEPT ALL OF THAT PORTION OF LOT 7 IN NORMANTOWN CENTER, BEING A PUD OF LOT 1 IN WEBER AND NORMANTOWN 2ND RESUB, BEING A RESUB OF LOT 1 IN WEBER AND NORMANTOWN SUB, ALL IN PRT OF THE SW1/4 OF SEC 29 AND PRT OF THE NW1/4 OF SEC 32, T37N-R10E, LYING S OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE SE CORNER OF LOT 2 IN THE SAID WEBER AND NORMANTOWN 2ND RESUB, THC N 89 DEG 34'58" E TO A POINT ON THE W LINE OF THE PARCEL CONVEYED BY DOC NO. 775386, PER R2005-223963). REM AFTER DIV PER R2005-223963 NDA:

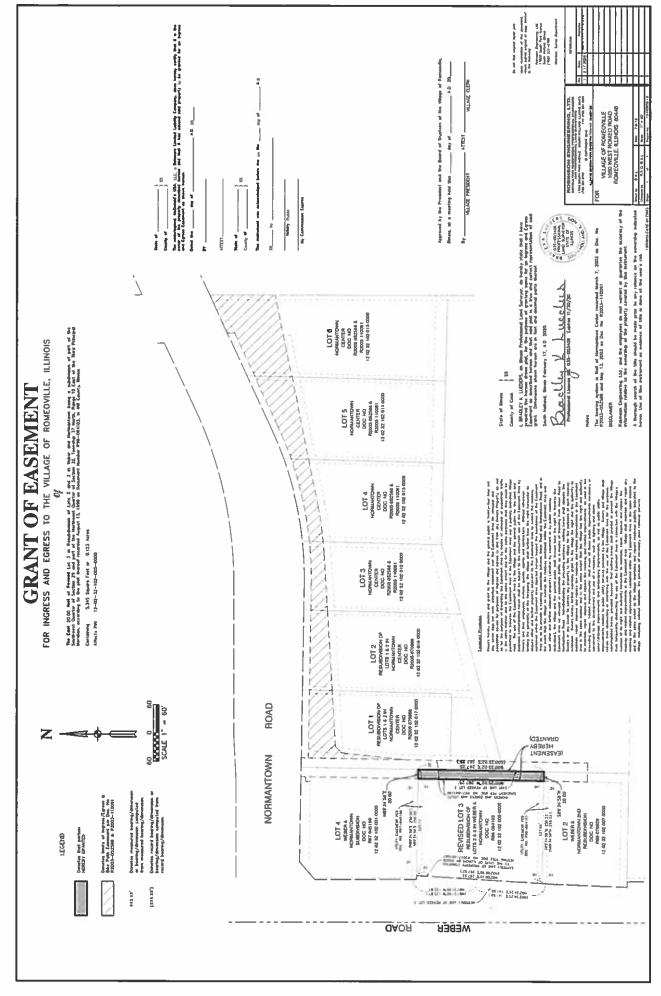
#### Exhibit B-1—Legal Description of OSA

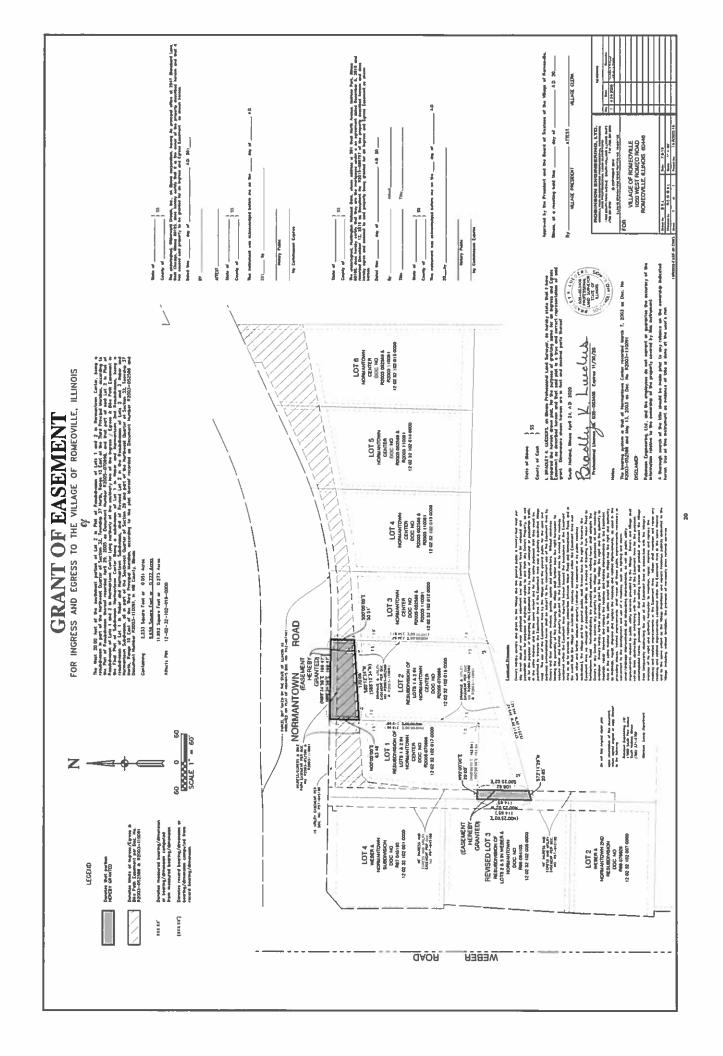
ALL OF THAT PORTION OF LOT 7 IN NORMANTOWN CENTER, BEING A PUD OF LOT 1 IN WEBER AND NORMANTOWN 2ND RESUB, BEING A RESUB OF LOT 1 IN WEBER AND NORMANTOWN SUB, ALL IN PRT OF THE SW1/4 OF SEC 29 AND PRT OF THE NW1/4 OF SEC 32, T37N-R10E, LYING S OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE SE CORNER OF LOT 2 IN THE SAID WEBER AND NORMANTOWN 2ND RESUB, THC N 89 DEG 34'58" E TO A POINT ON THE W LINE OF THE PARCEL CONVEYED BY DOC NO. 775386. (EX THAT PRT TAKEN FOR RD WIDENING PER R2016-096358). REVISED LEGAL DESCRIPTION/ACREAGE CHANGE FOR ROAD WIDENING PER R2016-096358. THIS PIN STAYS THE SAME, (WAS 40 ACRES) REF#15748 1/30/2017 DLO

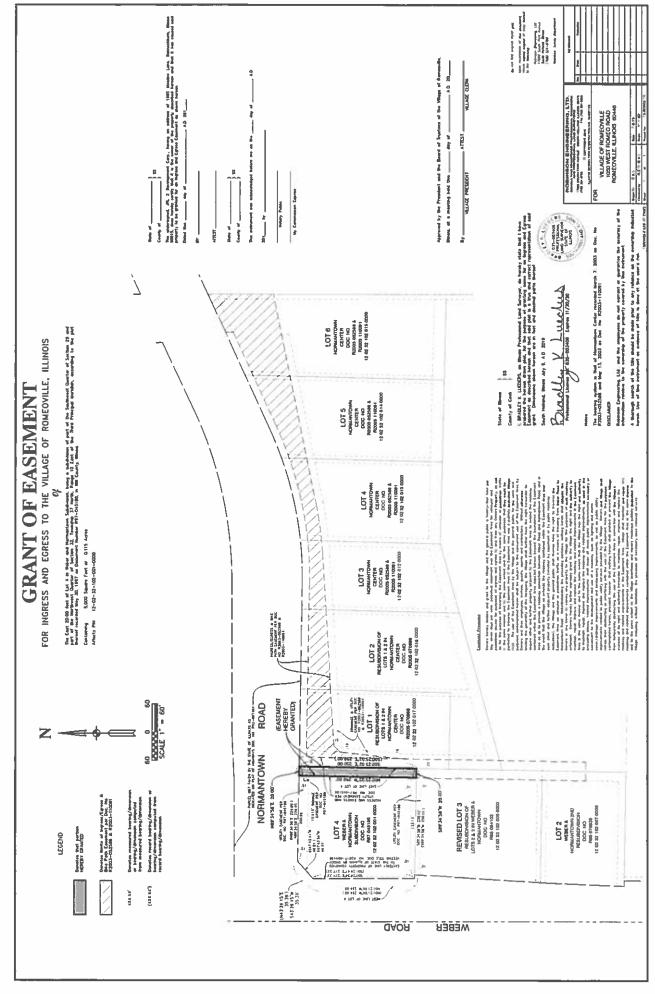
**Exhibit C—Depiction of presently existing Internal Road** 

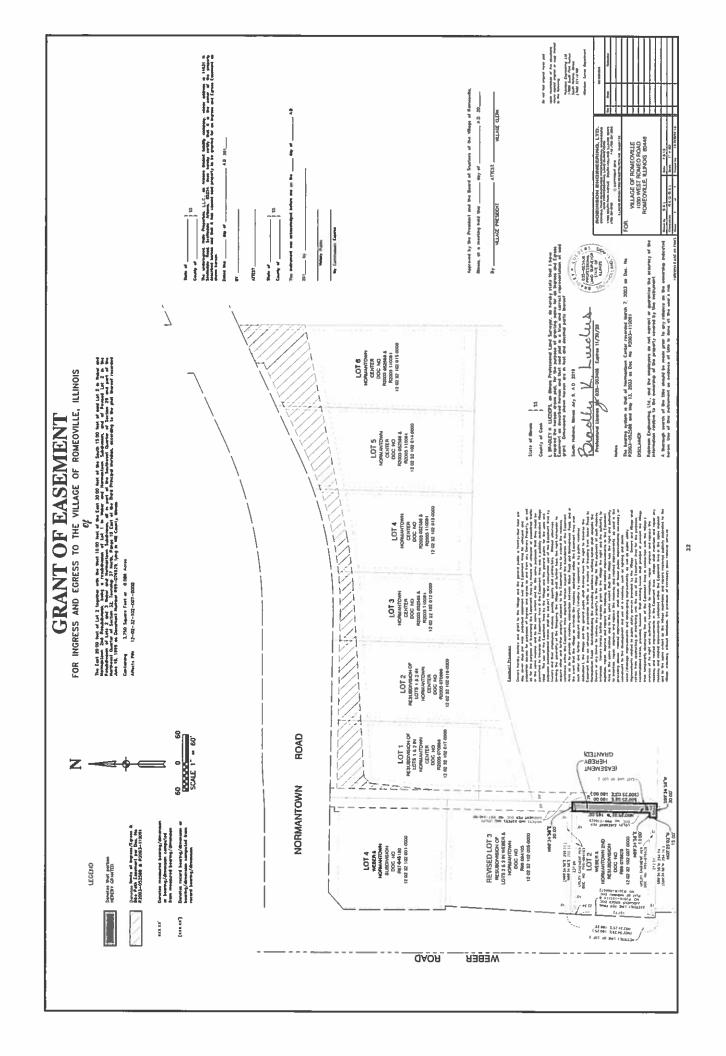


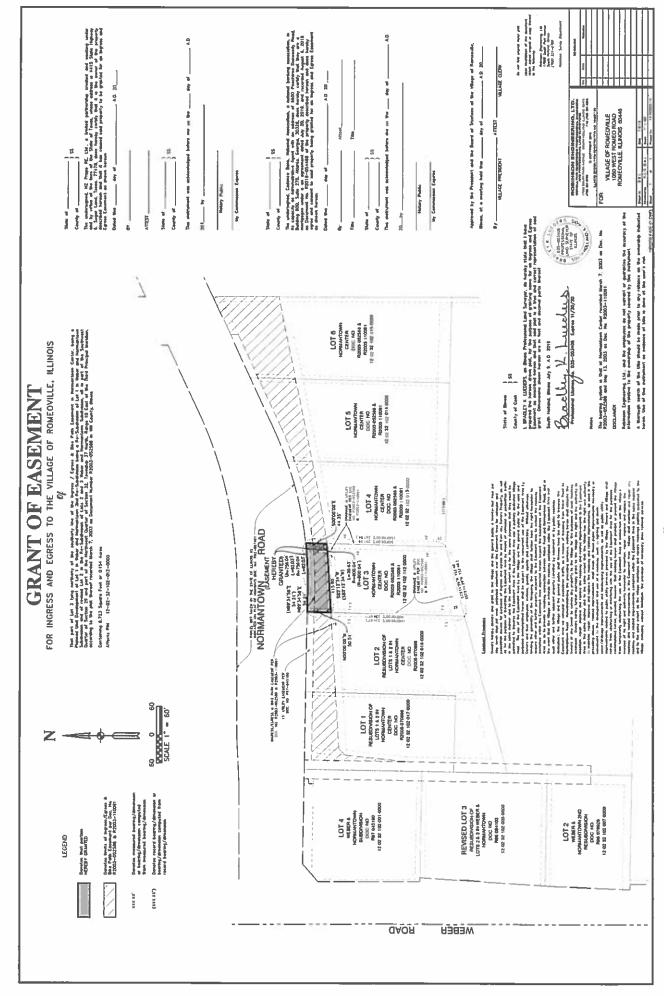
### **Group Exhibit D—Easements to be granted by Owners to Village**

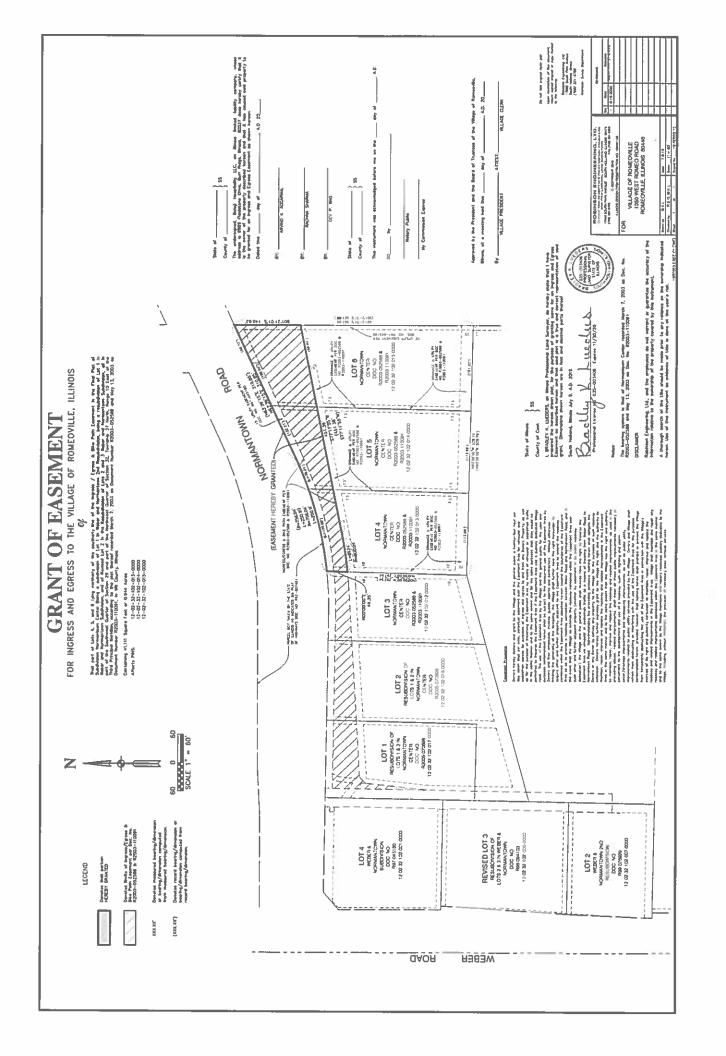


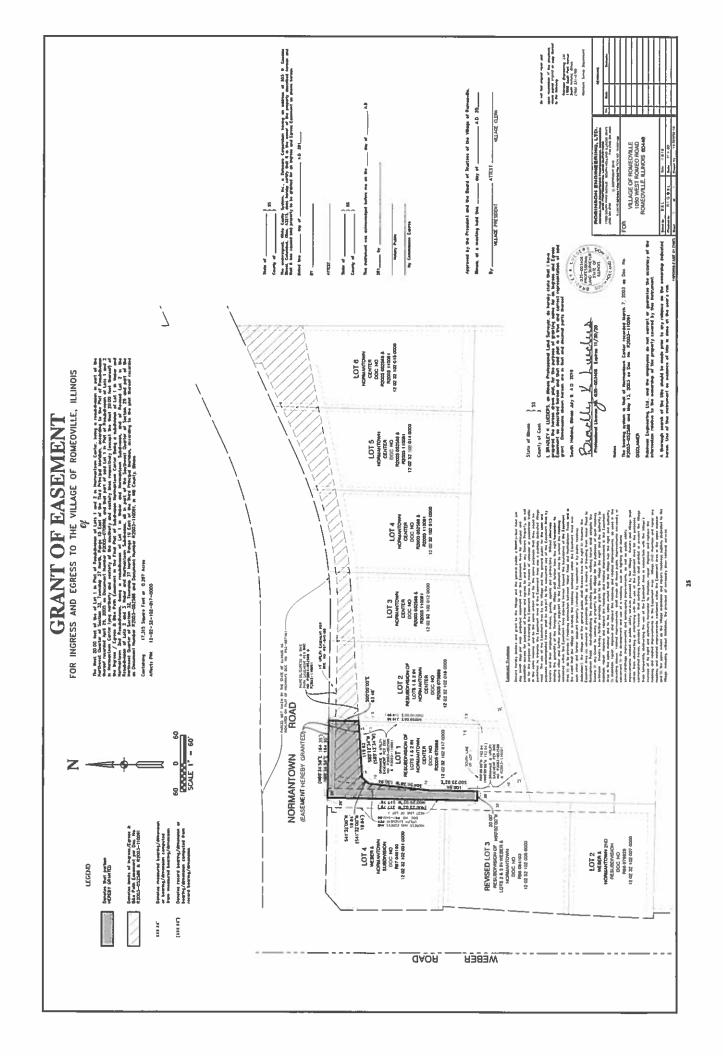




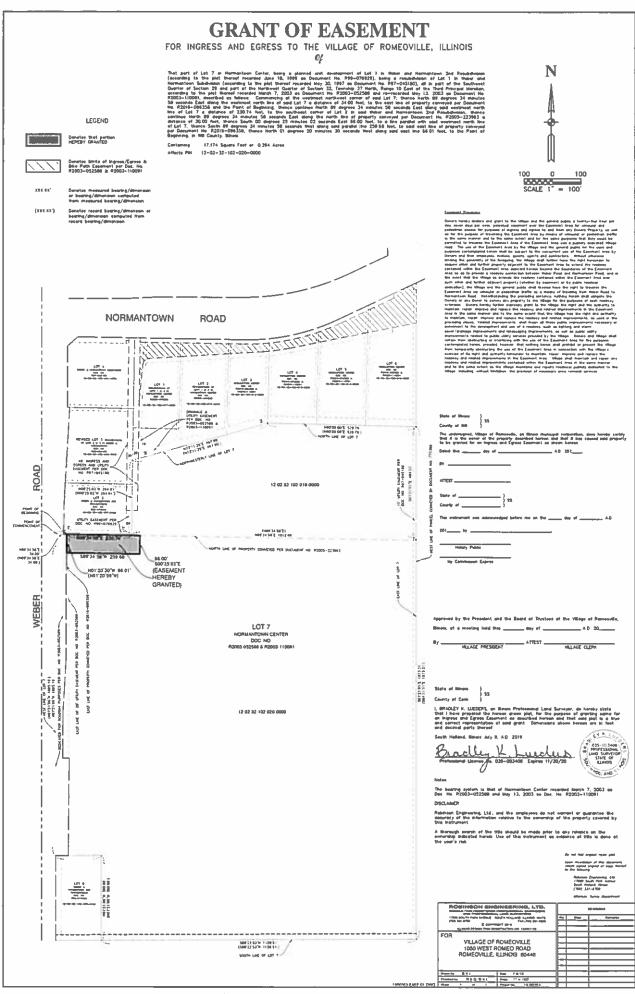








# **GRANT OF EASEMENT** FOR INGRESS AND EGRESS TO THE VILLAGE OF ROMEOVILLE, ILLINOIS N Do Not 10 00 foot of that part at Lat 7 in Harmanison Centur, being a PUD of Lat 1 in Waber & Harmanison 2nd Repubdrower, being a Repubdrower during the Lat 1 in Haber & Harmanison Saddhouse, all in part at the Saddhouse Courte of Saction 29 and part of the Harthwest Courte of Saction 29 and part of the Harthwest Courter of Saction 22 and part of the Harthwest Courter of Saction 22 and part of the Harthwest Courter of Saction 22 and Saction 22 and Saction 20 and Sact Continuing 8.077 Square Feet or 0.185 Acres Affects PM. 12-02-32-102-019-0000 LEGEND Denotes that portion HERENY GRANTED Senstee limits of Ingress/Egross & 8Ao Path Essement per Dac. He R2003-052988 & R2003-110091 SCALE 1" = 100" Director record bearing/dimension or bearing/dimension computed from record bearing/dimension NORMANTOWN M12, 15.2 W1 to 12 02 32 102 019 0000 ROAD 20 00. 286.24.28.M LOT 7 NORMANTOWN CENTER DOC NO R2003 032589 & R2003 110081 Binois, of a meeting hold this \_\_\_\_\_\_ day of \_\_\_\_\_\_ A.D. 20\_\_\_ WLACE PRESIDENT MILLAGE CLERK Sergior 141531 12 02 32 102 020 0000 The bearing system is that of Normantown Center recorded Morch 7, 2003 on Dec. No. R2003-092588 and May 13, 2003 on Dec. No. R2003-110091. Rebinson Engineering, Lid., and the engineers do not warrant or quarantee the encuracy of the intermedian calgine to the amerants of the property covered by this instrument A thereugh search of the title about to made prior to any coloring as the awarship indicated herem. Use of the methanism is authorize of title to stone of the search of the separate of the speciment of the speciment. 180723 53 W 100 00' POSITION ENGINEERING, LTD. VILLAGE OF BOMEOVILLE \$00721 \$37W (120 \$1) (\$00722 \$37W (120 \$1) 1050 WEST ROMEO ROAD ROMEOVILLE. ILLINOIS 60446



### Exhibit E—Calculation of Annual Payments to Village

	sf	acreage	Annual Payment to Landscape, plowing, maintain Road in IREA and detention in SMA \$ 25,000.00
1-4-1			
Lot 1 – Whitherward Dream, Inc. (Car			
Wash)	51836	1.19	\$ 2,342.51
Lot2 – White Castle System Inc.	75794	1.74	\$ 3,425.19
Lot 3 – HZ Props RE, Ltd. (Popeyes)	45738	1.05	\$ 2,066.94
Lot 4 Balaji Hospitality LLC	54886	1.26	\$ 2,480.34
Lot 5 Balaji Hospitality LLC	66211	1.52	\$ 2,992.13
Lot 6 Balaji Hospitality LLC	81892	1.88	\$ 3,700.76
McDonalds USA, LLC	67082	1.54	\$ 3,031.49
JRL II Development Corp (7-11)	62726	1.44	\$ 2,834.64
Halle Properties LLC (Discount Tire)	47045	1.08	\$ 2,126.00
Total	553210		\$ 25,000.00