

**AGREEMENT BETWEEN THE VILLAGE OF ROMEOVILLE
AND FRED-ROMEOVILLE HC, LLC**

[FOR TRAFFIC ENFORCEMENT]

This Agreement (“Agreement”) is made this ____ day of April 2021 by and between the Village of Romeoville (the “Village”), an Illinois municipal corporation and unit of local government, and FRED-ROMEOVILLE HC, LLC, a Wisconsin limited liability company, the owner (“Owner”) of certain property legally described and depicted in Exhibit A, a copy of which is attached hereto and incorporated herein.

WHEREAS, the Corporate Authorities are concerned with the promotion of the public health, safety, morals, and welfare throughout the Village in its entirety, and with the enforcement of the Ordinances of the Village, and with the laws of the State of Illinois, insofar as it may be the responsibility of the Village to enforce such laws; and

WHEREAS, numerous residential and nonresidential developments built within the Village limits in recent years have included substantial privately owned common roadway and/or parking areas intended for the use and benefit of the owners, occupants, tenants, or invitees of such developments; and

WHEREAS, notwithstanding the private ownership of such common roadway and/or parking areas and the limited class of persons lawfully entitled to use and benefit from such common areas, such common areas share certain characteristics with Village owned or other publicly dedicated roadways, streets, highways or parking areas, including the need for a security or law enforcement presence to facilitate the prevention, reduction and suppression of violations of pertinent Village Ordinances and laws of the State of Illinois therein, as the same would apply affect and govern vehicular, pedestrian and other traffic within the boundaries of such developments; and

WHEREAS, Owner acknowledges that the property legally described in Exhibit A (the “Property”) contains private roadways and/or parking areas in need of a security or law enforcement presence to facilitate the prevention, reduction, and suppression of violations of pertinent Village Ordinances and such laws of the State of Illinois as may apply to and govern vehicular, pedestrian, and other traffic therein; and

WHEREAS, Owner desires to have Village, through its sworn law enforcement personnel, provide such a law enforcement presence and all related law enforcement services in and on the Property for the purposes of enforcing Village Ordinances and laws of the State of Illinois governing and affecting vehicular, pedestrian, and other traffic therein; and

WHEREAS, Owner acknowledges that without entering into this Agreement, Village would not be in position to provide all the services contemplated herein in the manner set forth herein on and for the Property; and

WHEREAS, notwithstanding the foregoing recital, Village is willing to provide a law

enforcement presence in and on the Property together with all related services in the manner and upon the terms and conditions hereinafter set forth; and

WHEREAS, to facilitate Village's performance under this Agreement, Owner is willing to grant to Village full, complete, free, and unrestricted access to and permission to enter and remain upon the Property for the purpose of enforcing all applicable Village Ordinances and laws of the State of Illinois and for taking such other actions as may be reasonably necessary, convenient, or related thereto; and

WHEREAS, to further facilitate Village's performance under this Agreement, Owner desires to take such steps as may be necessary to cause the repeal, rescission or subordination of any privately created or imposed rules, regulations or covenants which govern and apply to the Property which are inconsistent or in conflict with the Ordinances of the Village and the laws of the State of Illinois as the same apply to the Property and any uses or activities thereon, all so as to allow the Ordinances of the Village and the laws of the State of Illinois to be enforced in the same manner and to the same extent on the Property as the would be on similarly situated public property; and

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 acknowledged, the Village and the Owner hereby agree as follows:

1. Grant of Authority. The Owner hereby grants to Village the full, complete and unrestricted right, power and authority to (a) enforce all Ordinances of the Village and all laws of the State of Illinois in and on the Property which pertain to, govern or affect vehicular or pedestrian traffic, as set forth and included within the provisions of Title VII of the Village Code of Ordinances (Traffic), the provisions of any State of Illinois Statutes substantially similar to the provisions of Title VII of the Village Code of Ordinances, or the scope of 625 ILCS 5/11-209, as all of the foregoing may be amended from time to time (b) enter and remain upon the Property for the purpose of performing or taking any action permitted or contemplated under this Agreement (including but not limited to the performance or taking of any action permitted or contemplated by the Ordinances or Statutes referenced in Paragraph 1.a. hereof) and (c) prosecute all violations of any Ordinances or Statutes referenced in Paragraph 1.a. hereof that take place upon or otherwise involve the Property. Without otherwise limiting the generality of the foregoing, the authority granted to the Village shall specifically include the authority to enforce all regulations depicted, enumerated or otherwise included herein by prosecuting violations of such regulations as petty offenses or as violations of the corresponding and underlying provisions of applicable Village ordinances punishable by fines of not more than \$750.00 or such other maximum fine amount as may be enacted by Village ordinance of general applicability. All such fines imposed and collected shall inure to the sole benefit of the Village.
2. Facilitation of Enforcement. To facilitate the Village's performance of any action

permitted or contemplated by Section 1 above, Owner shall take such action as may be necessary to cause any rules, regulations or covenants binding or governing the Property or the use thereof which are inconsistent or in conflict with the Ordinances of the Village or the laws of the State of Illinois as the same may apply or pertain to the Property to be repealed or rescinded, or otherwise made subordinate to such Ordinances and laws. Without otherwise limiting or restricting the generality of the foregoing, Owner shall specifically be required to (a) take such steps as may be necessary to adopt its own rules, regulations or covenants incorporating the substance of Title VII of the Village Code of Ordinances, (b) extend such cooperation as may be reasonably requested by the Village in connection with its performance of any action permitted or contemplated by this Agreement and (c) take such other steps as may be necessary to implement and effectuate the purpose of this Agreement. Without otherwise limiting the generality of the foregoing, Owner shall be responsible at its sole cost and expense for the construction, placement and maintenance of all signage, signals, pavement striping or marking, and other equipment, including such signage as may be required by law in connection with vehicle removal and storage as contemplated by 625 ILCS 5/11-209(a) 8.

3. Village Retention of Discretion. Owner acknowledges that the intent and spirit of this Agreement shall be to enable the Village to enforce its Ordinances and the laws of the State of Illinois in the same manner and to the same extent as the Village would enforce the same on similarly situated public property. Accordingly, Owner further acknowledges that (a) Village shall retain the sole and exclusive discretion and authority to enforce its Ordinances and the laws of the State of Illinois on the Property as it sees fit, to maintain such a law enforcement presence on the Property as it deems to be necessary and convenient and consistent with the law enforcement presence maintained upon similarly situated public properties, and to prosecute such violations of its Ordinances occurring upon or otherwise related to the Property as it may deem necessary and appropriate, and (b) neither Owner nor any member of Owner or other person lawfully entitled to use or enter or remain upon the Property pursuant to Owner's own rules, regulations or covenants shall claim or assert as a defense or immunity in connection with any prosecution for any violation of any Village Ordinance or any of the regulations established under this Agreement as a member, tenant, or invitee of Owner or as a person otherwise entitled to the rights and privileges of Owner.
4. Term and Termination. This Agreement shall be in full force and effect from the date first above named and thereafter but may be sooner terminated by either party upon ten (10) days' written notice. Unless sooner terminated, this Agreement shall expire on that date which is twenty years from the date first above named.
5. Recitals. The recitals set forth above are true and correct and are hereby incorporated as a part of this Agreement as if fully set forth herein.
6. Miscellaneous.

(a) Governing Law. The laws, cases and statutes of the State of Illinois shall govern the validity, performance, and enforcement of this Agreement.

(b) Notices. All notices or other writings which any party hereto is required or permitted to give in connection with this Agreement shall be in writing and shall be served by personal delivery, which service shall be effective as of the date of such delivery, or mailed by registered or certified mail, return receipt requested, with proper postage prepaid, which service shall be.

effective two (2) business days after the date of such mailing, and addressed as follows or to such other person or address as either party may designate from time to time by written notice given to the other party pursuant hereto:

If to Village: Village Manager
Village of Romeoville
1050 W. Romeo Road
Romeoville, Illinois 60446

with a copy to: Richard E. Vogel
2801 Black Road
Joliet, Illinois 60435

If to Owner: FRED-ROMEOVILLE HC, LLC,
a Wisconsin limited liability company
Attn. Steve Bersell, COO
789 N Water St #200
Milwaukee, WI 53202

(c) Severability. If any provisions of this Agreement are held to be invalid, such provisions shall be deemed to be excised therefrom, and the invalidity thereof shall not affect any of the other provisions contained herein, which provisions shall be enforceable to the fullest extent possible.

(d) Amendments. The parties agree that this Agreement and all Exhibits attached hereto may be amended only by the mutual consent of the parties by means of the same procedures used to adopt this Agreement and authorize its execution in the first instance.

(e) Headings. The headings of the paragraphs 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.

(f) Counterparts. This Agreement may be signed upon any number of

counterparts with the same effect as if the signatures to each were upon the same Agreement.

(g) Originals. 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.

(h) Singular and Plural. 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.

(i) Waiver. No waiver by either party of any breach of any term or condition hereof shall be deemed a waiver of the same or any subsequent breach of the same or any other term or condition hereof. No term or condition of this Agreement shall be deemed waived by either party unless waived in writing.

(j) Entire Agreement. Except as hereinafter expressly provided, this Agreement supersedes all prior agreements, negotiations and representations and is a full integration of the entire Agreement of the parties.

“Village”

Village of Romeoville

By: _____
John Noak
Its President

“Owner”

By; _____

EXHIBIT A

LEGAL DESCRIPTION

Lot 1 of the Seasons at Romeoville Subdivision being a subdivision of that part of the west half of the northwest quarter of section 17, township 36 north, range 10 east of the third principal meridian, according to the plat thereof recorded as document R2020-080266, in will county, Illinois.