

A RESOLUTION AUTHORIZING A DEVELOPMENT AGREEMENT  
(615 Romeoville LLC)

WHEREAS the Village of Romeoville has determined that is in the best interests of the Village to authorize the execution of a Development Agreement in substantially the form attached hereto and incorporated herein as Exhibit A.

NOW THEREFORE BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ROMEOVILLE WILL COUNTY ILLINOIS

SECTION ONE: The foregoing Recitals are hereby incorporated into this resolution as if fully set forth in this Section 1

SECTION TWO: The President and Clerk are hereby authorized to execute and attest to the execution of a redevelopment agreement with 615 Romeoville LLC in substantially the form attached hereto as Exhibit A

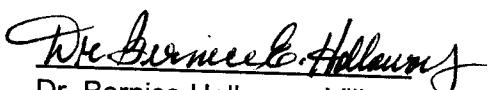
SECTION THREE: That the various provisions of this Resolution are to be considered severable and if any part or portion of this Resolution shall be held invalid by any Court of competent jurisdiction such decision shall not affect the validity of the remaining provisions of this Resolution

SECTION FOUR: All prior Resolutions and Ordinances or parts thereof in conflict or inconsistent with this Resolution are hereby expressly repealed only to the extent of such conflict or inconsistency

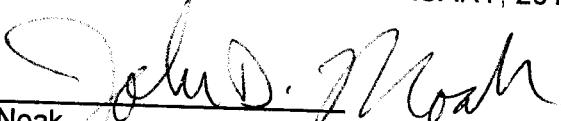
SECTION FIVE: This Resolution shall be in full force and effect from and after its passage approval and publication in pamphlet form as provided by law

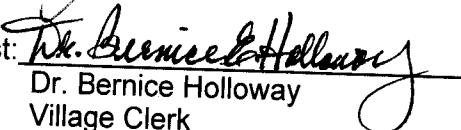
PASSED this 3<sup>rd</sup> day of February, 2016 with 5 members voting aye 0 members voting nay the President voting N/A with 1 members abstaining or passing and said vote being:

|                   |        |               |     |
|-------------------|--------|---------------|-----|
| Linda S. Palmiter | AY     | Ken Griffin   | AYE |
| Jose Chavez       | ABSENT | Brian Clancy  | AYE |
| Sue A. Micklevitz | AYE    | Dave Richards | AYE |

  
Dr. Bernice Holloway, Village Clerk

APPROVED THIS 3<sup>RD</sup> DAY OF FEBRUARY, 2016.

  
John Noak  
Village President

Attest:   
Dr. Bernice Holloway  
Village Clerk

**R2016015405**

KAREN A. STUKEL  
WILL COUNTY RECORDER  
RECORDED ON  
03/01/2016 12:29:10 PM  
REC FEE: 137.75  
IL RENTAL HSNG:  
PAGES: 96  
VP

RECORDED  
03/01/2016  
12:29:10 PM

## **Development Agreement**

Prepared by and Return to  
Village of Romeoville  
Candice Roberts  
1050 W Romeo Rd  
Romeoville, IL 60446

## REDEVELOPMENT AGREEMENT

This Redevelopment Agreement (“Agreement”) is entered this 3rd day of February 2016 between 615 Romeoville, LLC (the “Developer”) and the Village of Romeoville, Will County, Illinois, an Illinois home rule municipal corporation (“Village”), (the Developer and the Village are collectively referred to as the “Parties”).

### RECITALS:

- A. **WHEREAS**, the Village has undertaken a program for the redevelopment of certain property within the Village, pursuant to the “Tax Increment Allocation Redevelopment Act,” 65 ILCS 5/1 1-74.4-1 et seq., as amended (the “Act”); and
- B. **WHEREAS**, acting pursuant to the Act and after giving all notices required by law and after conducting all public hearings and meetings required by law, the Village created a Redevelopment Project Area commonly known as a “TIF District” (the “Redevelopment Project Area”) by ordinances (i) approving a Redevelopment Plan and Project (the “Redevelopment Plan”), (ii) designating a Redevelopment Project Area and (iii) adopting Tax Increment Financing; and
- C. **WHEREAS**, the TIF District is commonly known as the “Downtown TIF”; and
- D. **WHEREAS**, the Village and the Developer are authorized to enter into this Agreement pursuant to the Act, the Village’s authority as a home rule municipal unit of government and other applicable statutory and constitutional authority; and
- E. **WHEREAS**, the Village is the Owner of the property depicted and legally described on Exhibit A attached hereto (the “Redevelopment Property”); and
- F. **WHEREAS**, the Redevelopment Property is located within the Village and within the Downtown TIF; and

G. **WHEREAS**, the redevelopment contemplated by this Agreement consists of Commercial uses as depicted on the Preliminary Site Plan attached hereto as Exhibit B (the "Preliminary Site Plan"); and

H. **WHEREAS**, the "Retail Center Project" or "Project" will consist of the improvements described on Exhibit A-1 attached hereto; and

I. **WHEREAS**, the Developer represents and warrants that it will complete the Project pursuant to the terms of this Agreement and that the Redevelopment Property will be developed and completed in accordance with the terms of this Agreement; and

J. **WHEREAS**, the Redevelopment Plan contemplates paying for and reimbursing the Developer for a portion of the costs for the redevelopment which are redevelopment project costs pursuant to the Act and up to the limit hereafter set forth; and

K. **WHEREAS**, the Developer represents and warrants that it would not be able to complete the redevelopment contemplated by this Agreement without the Village's provision of tax increment financing and the conveyance of the Redevelopment Property in conformance with this Agreement and the Act and such other agreements as set forth in this Agreement ; and

L. **WHEREAS**, the Corporate Authorities of the Village have determined that the redevelopment contemplated herein is in both the Village's and the Developer's best interest and promotes the general health, safety and welfare of citizens of the Village; and

M. **WHEREAS**, the Developer has agreed in a reliance upon the Village's commitment set forth herein to complete the Project; and

N. **WHEREAS**, in reliance upon the mutual promises contained herein, the Village and Developer are entering into this Agreement, which will constitute the full and complete

understanding of the Village and Developer with respect to the subject matter hereof and supersedes all previous agreements between the parties relating to the subject matter hereof; and

O. **WHEREAS**, the Developer represents and warrants to the Village that the Retail Center Project could not be completed and would not be redeveloped but for the utilization of incremental taxes as hereinafter provided to pay for certain eligible redevelopment project costs, the conveyance of the Redevelopment Property as hereinafter provided, and such other commitments made by the Village as set forth in this Agreement; and

P. **WHEREAS**, it is recognized that the Redevelopment Property was purchased by the Village using TIF Funds and the improvements and other commitments by the Village have all been made using TIF funds, therefore the conveyance of the Redevelopment Property to the Developer and other dollars spent by the Village are a TIF benefit.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the Parties agree as follows:

1. **INCORPORATION OF RECITALS AND EXHIBITS.** The statements, representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1. The Exhibits referred to in the Preambles in this Agreement and attached to or incorporated into it by textual reference are incorporated by reference into and made a part of this Agreement as though they were fully set forth in this Section 1. The Parties acknowledge the accuracy and validity of those exhibits.

2. **PROJECT AND BUSINESS INCENTIVES.** The incentives contemplated by this Agreement shall be conditioned upon and subject to compliance, in all material respects,

with all applicable statutes, laws, ordinances, resolutions, rules, regulations and other legal requirements.

**2.1 Additional Definitions.** For purposes of this Agreement, the following words and phrases shall have the following meaning:

**2.1.1 “Incremental Taxes”** shall mean in each calendar year during the term of this Agreement, the portion of the *ad valorem* real estate taxes arising from levies upon taxable real property in the Redevelopment Project Area by taxing districts that is attributable to the increase in the equalized assessed value of the taxable real property in the Redevelopment Project Area over the initial equalized assessed value of the taxable real property in the Redevelopment Area as determined in accordance Section 5/11-74.4-9 of the Act which, pursuant to the Ordinance adopting tax increment financing for the Downtown TIF and Section 5/11-74 4-8 of the Act, has been allocated to and when collected shall be paid to the Treasurer of the Village for deposit by the Treasurer into the Downtown TIF Fund established to pay Redevelopment Project costs and obligations incurred as provided in this Agreement in the payment thereof.

**2.1.2 “NFR”,** means the No Further Remediation Letter issued by the Illinois Environmental Protection Agency dated November 6, 2015, and recorded with the Will County Recorder of Deeds as Document No.R2015098098, approving the remediation of the Redevelopment Property.

**2.1.3 “Completion of the Improvements”** shall mean that date upon which the Project, other than tenant buildout, has been completed as certified by the Developer's architect.

**2.1.4 “Purchase Price”** is one dollar (\$1.00)

**2.1.5 “Redevelopment Project Costs”** shall mean that portion of the Developer's costs that are eligible to be paid from tax increment allocation finance district funds according to the

Act and other applicable law, and that have been approved by the Village for reimbursement from TIF Funds in accordance with Section 5/11-74.4-3 of the Act and this Agreement.

**2.1.6** “Retail Center Project” or “Project” shall mean the improvements set forth on Exhibit A-1.

**2.1.7** “TIF-Funded Improvements” shall mean those activities and undertakings, the costs of which are eligible for reimbursement from TIF Funds in accordance with the Act and the provisions of this Agreement.

**2.1.8** “TIF Fund” shall mean those Incremental Taxes from time to time held by the Village in the Downtown TIF Special Allocation Account.

**2.1.9** “Redevelopment Property Incremental Tax” shall mean those incremental taxes which result from the redevelopment of the Redevelopment Property and are specific to the Permanent Index Number for that parcel.

**2.1.10** “Project Dates” The following are the controlling dates for this Project:

- (i) “Financing Proof Date” is the date before which the Developer must demonstrate sufficient capital, including proof of financing, to construct the Project. The Financing Proof Date shall be ten (10) days prior to the Property Conveyance Date.
- (ii) (Intentionally deleted.)
- (iii) “Final Approval Date” is the date on or before which the Developer receives all final approvals from the Village and other governmental authorities as required by law to proceed with the Project. The Final Approval Date is February 3, 2016.

- (iv) “Property Conveyance Date” is the date before which the Village must convey the Redevelopment Property to the Developer. The Property Conveyance Date shall occur within thirty (30) days of the waiver or termination of the Developer’s option to terminate set forth in Section 30.
- (v) “Commencement Date” is the date upon which the Developer has materially commenced construction of the Project. The Commencement Date shall be on or before May 1, 2016. Material commencement of construction shall occur when the Developer begins pouring concrete to construct the Project footings or slab on grade.
- (vi) “Completion Date” shall be the date of Completion of Improvements. The Completion Date shall not be more than twelve months after the Commencement Date.
- (v) The Commencement Date and the Completion Date will be extended by the number of days between the Conveyance Date and April 30, 2016 during which weather conditions prevent the Developer from performing the work necessary to install the Project footings and/or slab on grade. The Developer shall give the Village written notice of the number of days of delay caused by weather conditions at the end of each week during which a delay occurs.

## **2.2 Project Schedule.**

### **2.2.1 (Intentionally deleted)**

**2.2.2 Financing Proof Date.** On or before the Financing Proof Date, the Developer shall demonstrate to the Village that it has committed financing to construct and open the Project.

**2.2.3 Final Approval Date.** The Developer must have received from the Village and other governmental authorities as required by law approval of all plans necessary to construct the Project.

**2.2.4 Property Conveyance Date.** The Village shall convey the Redevelopment Property to the Developer in accordance with the terms of this Agreement by the Property Conveyance Date.

**2.2.5 Commencement Date.** The Developer shall materially commence construction of the Project on or before the Commencement Date.

**2.2.6 Completion Date.** On or before the Completion Date, the Developer's architect shall certify to the Village Completion of Improvements (other than tenant buildouts), as set forth in the Construction Documents prepared by Bulchar, Mitchell, Bajt Architects, Inc. approved by the Village.

**2.2.7** In the event the Developer fails to comply with the deadline dates set forth in 2.1.10 (i), (ii) and (iii) then, in that event, unless mutually agreed to and extended, this Agreement shall terminate on such date.

**2.2.8** The Village shall in a timely fashion consider and act upon all applications and plans contemplated in this Agreement which are submitted by Developer and which are in conformance with Village Ordinances.

**2.2.9** The Village has designed and engineered a surface parking lot in the area depicted on the plans and construction documents prepared by Robinson Engineering and dated December

5, 2015. (the “Parking Lot Plans”). Except in the case of Force Majeure, the Developer shall complete the construction of the Parking Lot in accordance with the Parking Lot Plans (except the surface course and striping) on or before the Completion Date (the “Parking Lot Completion Date”). The timing of completion of the surface course and striping shall be completed as agreed to by Village and Developer. It is recognized that the Parking Lot will be a TIF eligible cost. It is recognized that the Parking Lot will be a barrier to environmental contamination as required by the NFR.

**2.2.10** The Village has constructed stormwater detention improvements to serve the Redevelopment Property for the Project. The Stormwater Detention Parcel and Stormwater Improvements shall serve the Redevelopment Property, as well as other nearby parcels. No additional stormwater detention shall be required for the Redevelopment Property provided it is developed in conformance with the approved plans.

### **3. TIF FUNDING**

**3.1** The Village shall utilize up to two hundred seventy five thousand dollars (\$275,000) from the Incremental Taxes in the Downtown TIF Fund, and not from any other source (the “TIF Incentive Amount” or “Incentive Amount”) as an incentive for the Retail Center Project.

**3.2** The TIF Incentive Amount shall be utilized to pay or reimburse the Developer for eligible costs as defined by the Act.

**3.3** The Developer and Owner shall work together to identify as many eligible Redevelopment Project Costs as possible it being understood that it is the intent of the parties to pay the TIF Incentive Amount.

**3.4** As a prerequisite to the making of any payment or conveying the Redevelopment Property to the Developer as hereafter described, the Developer must certify to the Village the following:

**3.4.1** The Developer has the right, power and authority to submit the request for payment and to perform its obligations under the Agreement.

**3.4.2** No Event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default by Developer under the Agreement exists and remains unremedied.

**3.4.3** The requested disbursement is for Redevelopment Project Costs which are qualified for payment under this Agreement, the Act and applicable law.

**3.4.4** None of the items for which payment is requested has been the basis for a previous payment.

**3.4.5** The payment is due and owing (or has already been paid) from the Developer to its construction manager, contractor, subcontractor or material supplier or others.

**3.4.6** The Developer has obtained all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and as applicable to reconstruct, complete and operate the Improvements.

**3.4.7** The Developer is in substantial compliance with its material covenants under this Agreement and has satisfied any other preconditions to disbursement.

**3.4.8** That no uncontested lien other than a mortgage or mortgages exists against the Redevelopment Property.

**3.4.9** That the Developer has certified the work for which payment is sought has been completed.

**3.5.** Prior to the conveyance of the Redevelopment Property, the Developer will have received all required Village approvals to commence construction and must provide proof of sufficient financing and/or a committed equity to proceed. Proof of sufficient financing and/or committed equity may be satisfied by a letter from a financial institution confirming that Developer has sufficient capital to construct the project.

**3.6** As a prerequisite to any and all payments by the Village, the Village must approve such payments, which approval shall be issued if the amounts requested are authorized by this Agreement and applicable law, and the Developer satisfies the preconditions for such payment.

**3.6.1** The Developer must provide to the Village to assist in the Village's consideration:

- (a) A true and correct copy of the contract or contracts upon which the payment request is made.
- (b) Good and sufficient (partial or full) waivers of liens with respect to the payment requested.
- (c) Proof in a form reasonably acceptable to the Village, such as a contractor's sworn statement and architect's certification, that the Developer is obligated to make or has made the payments for which reimbursement is sought.
- (d) Such information as is reasonably necessary for the Village to determine that reimbursement is being sought for a Redevelopment Project Cost.
- (e) A request for disbursement on a TIF Return as provided in 7.4.
- (f) All certificates required by 3.4.
- (g) A certification from the Developer that the Request for Disbursement includes expenses that are eligible for reimbursement under the Act.

3.7 The Developer shall make a request for payment on a TIF Return Form as provided in 7.4. The Village shall complete its review of such request within thirty (30) days of receipt of the documentation in conformance with this Agreement and either issue its approval or a letter detailing any reasons it is not issuing its approval, with such reasons for denial being based on Developer's noncompliance with this Agreement. The Developer shall be entitled to submit any additional documentation necessary to secure such approval. Upon such resubmittal, the Village shall issue its written approval or denial within thirty (30) days of receipt of the resubmittal. The Village shall pay the approved amount to Developer within thirty (30) days of approval.

4. **SOURCE OF FUNDS.** The TIF Fund constitutes the sole source of funds available to pay the Incentive Amount or to make any payments for any of the Redevelopment Project Costs pursuant to this Agreement. The Village shall be under no obligation to and shall not impose any tax or make payments from any other source or fund including but not limited to its General Revenue Fund in order to satisfy any of its obligations under this Agreement. The Developer further acknowledges that the Village does in no way represent or warrant that sufficient monies will be available to pay any or all eligible Redevelopment Project Costs during the term of this Agreement or that there will be sufficient TIF Eligible Costs to justify such payment.

5. **OPERATING COVENANT.** Except in the case of Force Majeure, maintenance or repairs that unreasonably prevent the occupancy of the Redevelopment Property, if the Retail Center Project is not in operation on or before the Completion Date, the Developer shall pay all of the Overall Incentive Amount (as defined in Section 8) received by the Developer to the Village. In the event that the Project is operational but ceases operation, the amount repaid shall

be prorated on the same basis as set forth in Section 8. For purposes of this Agreement, “in operation”, “operation” or “operational” shall mean that at least 75% of the space available for lease in the Project is available for tenant build out. In the event that it is necessary to extend the Completion Date because of events of Force Majeure, maintenance or repairs, within seven (7) days of an event of Force Majeure, the Developer shall provide the Village with a written notice detailing that reason for the delay and the anticipated length of the delay.

**6. CONVEYANCE OF REDEVELOPMENT PROPERTY.**

**6.1. Title and Survey Review.**

**6.1.1 Title Commitment.** On or before February 15, 2016, the Village shall order and provide Developer with, (i) a copy of the title commitment for a 2006 ALTA owner’s policy of title insurance for the Redevelopment Property in the amount of \$675,000, including complete and legible copies of all instruments and documents referred to as exceptions to title or as title requirements (“Report”), and (ii) a current ALTA/ACSM Land Title Survey which depicts the Redevelopment Property (the “Survey”), which Survey shall be certified to Developer and Escrow Agent.

**6.1.2 Review.** Developer will have until the date that is seven (7) days after the receipt of the last of the Report and Survey (“Title Review Date”) within which to advise Village in writing that Developer objects to any matters contained in the Report or Survey (“Developer’s Objections”).

**6.1.3 Amended Report or Survey.** If the Report or Survey is amended, Developer will have until the later of the Title Review Date or fifteen (15) days after its receipt of the amended Survey or Title Report (including legible and complete copies of all new exceptions or

requirements to the Report) to deliver Developer's Objections to any new matter. If Developer fails to deliver Developer's Objections to any amended Survey or Report within the period provided herein, then Developer shall be deemed to have waived any objection to any new exceptions or requirements contained therein.

**6.1.4 Cure.** Within fourteen (14) days of Village's receipt of Developer's Objections, Village shall send written notice ("Response") to Developer specifying in detail which of Developer's Objections Village will or will not cure, it being understood and agreed that Village shall have no obligation to cure any of Developer's Objections except those of a determinable monetary sum. If Village commits to removing any of Developer's Objections, or, in the alternative, to obtain the commitment for title insurance as to the exception objected to, and fails to do so by the Closing, Village will be in default under this Agreement and Developer, at Developer's election, may pursue its remedies as established in this Agreement. Within ten (10) days after Developer's receipt of the Response from Village, if Village has elected not to cure any of Developer's Objections, Developer may elect, by delivering written notice to Village and Escrow Agent, to either: (A) proceed with the purchase and sale of the Redevelopment Property; or (B) cancel this Agreement. Except for the matters to which Developer objects in accordance with this Section, exceptions contained in the Report are deemed to be the "Permitted Exceptions".

**6.2. Closing Date.** Subject to the provisions of this Agreement, the Closing shall occur through an escrow provided by the title company that issued the commitment (Escrow Agent). Delivery of the deed and any other documents provided for herein and payment of the purchase price shall occur through such escrow. The terms of the escrow shall be pursuant to the

title company's customary escrow agreement. The Closing shall take place on the Property Conveyance Date at a time and location mutually agreed upon ("Closing"). Possession of the Redevelopment Property shall be delivered to Developer upon Closing.

**6.3. Conveyance.** On the Property Conveyance Date, the Redevelopment Property shall be conveyed by Village to Developer by general warranty deed in a form acceptable to Developer and Developer's lender, free and clear of all restrictions, easements and other exceptions other than Permitted Exceptions. The Warranty Deed shall contain a provision which shall provide that title to the Property shall be re-conveyed back to Village if construction of the Project contemplated on the Redevelopment Property has not materially commenced by the Commencement Date as provided in 2.1.10(v).

Should Developer have materially commenced construction on or before the Commencement Date, the re-conveyance provision in the Warranty Deed shall become null and void upon the date of material commencement of construction, and the conveyance of the Redevelopment Property from the Village to the Developer shall be absolute. Upon material commencement of construction, the parties shall complete, execute and record a copy of the form of Memorandum of Commencement Date attached hereto as Exhibit F.

**6.3.1. Village Closing Deliveries.** The description of the Property in the deed shall be as set forth on the Survey and title commitment approved by Developer. Village shall also provide Developer at Closing with the following documents:

- (a) an affidavit that Village is not a "foreign person" within the meaning of the Foreign Investors Real Property Tax Act of 1980, as amended,
- (b) a customary affidavit of title to Developer;

- (c) evidence reasonably satisfactory to Developer and Escrow Agent of the authority of persons executing this Agreement and the other documentation to be executed and delivered by Village hereunder;
- (d) such customary affidavits and indemnities as Escrow Agent may reasonably require in order to issue the extended owner's and lender's (if applicable) title insurance policies insuring Developer's title to the Redevelopment Property, subject to no exceptions other than Permitted Exceptions and including Gap coverage;
- (e) any real estate transfer statement as may be required by law along with applicable transfer stamps;
- (f) copies of the current real estate tax, water and sewer bills for the Redevelopment Property that are to be prorated at Closing;
- (g) an ALTA statement;
- (h) a closing statement reflecting the payment and disbursement of the Purchase Price in accordance with this Agreement; and
- (i) a certification of Village's Representations and Warranties as of the Closing.

**6.3.2 Developer Closing Deliveries.** Developer shall, at Closing, provide:

- (a) an ALTA statement (to the extent Developer uses a lender), and
- (b) the Purchase Price, and

(c) its portion of escrow fees, including any endorsements it shall require and the cost of a lender's policy (if applicable).

**6.3.3** Closing shall be conditioned upon Escrow Agent's irrevocable commitment to issue to Developer an owner's policy of title insurance insuring Developer's fee simple ownership in the Redevelopment Property subject only to the Permitted Exceptions.

**6.4. Risk of Loss; Casualty; Condemnation.**

**6.4.1** Village shall bear the risk of all loss or damage to the Redevelopment Property occurring on or before the date on which title thereof is conveyed to Developer.

**6.4.2** Village shall notify Developer of any material casualty occurring on the Redevelopment Property of which Village obtains knowledge prior to the Closing, promptly upon Village obtaining knowledge of such casualty. If, prior to the Closing, the Redevelopment Property or any part thereof shall be substantially and materially damaged or destroyed by the elements, or any cause and such that the cost of construction of the Project will be increased by \$50,000.00 over the estimated cost of construction prior to such damage or destruction (such casualty shall be called a "Major Casualty"), Developer shall have the right, at its sole option, to terminate this Agreement by written notice given to non-terminating party within ten (10) days following Village's provision of notice to Developer of such damage or destruction, during which time the Closing shall be postponed, if necessary, to the third (3rd) day following the end of such time period. In the event of such termination, neither party shall have any further rights or obligations hereunder (other than obligations which, by the express terms of this Agreement, survive the termination of this Agreement). A failure by Developer to give timely notice of

termination under this section will be deemed an election to proceed with this Agreement and, in such event, Village shall have no liability to Developer for any costs or damages resulting from the Major Casualty.

**6.4.3** If, prior to the Closing, eminent domain proceedings are commenced against all or any part of the Redevelopment Property, Village shall notify Developer of such fact and thereafter Developer shall have the right to terminate this Agreement by written notice given to Village within ten (10) days following Village's notice during which time the Closing shall be postponed, if necessary, to the third (3rd) business day following the end of such time period. In the event of such termination, neither party shall have any further rights or obligations hereunder (other than obligations which, by the express terms of this Agreement, survive the termination of this Agreement). A failure by Developer to give timely notice of termination under this section will be deemed an election by such party to proceed with this Agreement. If Developer and Village elect to proceed and consummate the purchase and the Village shall assign to Developer all of Village's right, title, and interest in and to all such condemnation awards and proceeds relating to or resulting from such taking and shall furnish to Developer such documents, cooperation and assistance as Developer reasonably requires to enforce the rights of Village to collect such awards and proceeds.

**6.5. Representations and Warranties of Village.** Village represents, warrants and covenants to Developer ("Representations and Warranties") that:

**6.5.1** The execution, delivery and performance of this Agreement will not require approval or consent of any third party and will not contravene any statute, regulation or other law or order binding on Village;

**6.5.2** Village has granted no leases or licenses affecting the Redevelopment Property and there are no other parties in possession of or holding any right to use or possess any portion of the Redevelopment Property or who hold any lien, right or other claim against or for the purchase or lease of any of the Redevelopment Property. Village has not violated any statute, regulation or other law affecting any portion of the Redevelopment Property, and Village shall give to Developer prompt notice of and cure at its sole expense, any such violation prior to the Closing, including without limitation, any environmental or land use statute, regulation or other law applicable to the Redevelopment Property;

**6.5.3** Village is not a "foreign person," as such term is defined under Section 1445(f)(3) of the Internal Revenue Code;

**6.5.4** Village owns good and clear record and marketable fee simple title to the Redevelopment Property subject to matters of record and matters that would be disclosed by an ALTA Survey;

**6.5.5** Village has not filed for bankruptcy or reorganization or made a general assignment for the benefit of creditors, and Village is not insolvent or otherwise unable to pay its debts as they become due, and no party has any unsatisfied judgment against Village;

**6.5.6** Village has received no notice of any proposed or pending public improvements or any pending or contemplated condemnation proceedings affecting the Redevelopment Property;

**6.5.7** Except as disclosed in any environmental reports or studies delivered by the Village to Developer attached hereto as Exhibit D (the "Environmental Disclosure"), to Village's knowledge there are no Hazardous Materials (as hereinafter defined) and no Hazardous Materials

or underground storage tanks have been or are contained in, treated, stored, handled or located on, discharged from, or disposed of on, or constitute a part of, the Redevelopment Property (an "Environmental Condition"). As used herein, the term "Hazardous Materials" includes without limitation, any asbestos, urea formaldehyde foam insulation, flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related or unrelated substances or materials defined, regulated, controlled, limited or prohibited in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA), as amended (42 U.S.C. Sections 9601, *et seq.*), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, *et seq.*), the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. Sections 6901, *et seq.*), the Clean Water Act, as amended (33 U.S.C. Sections 1251, *et seq.*), the Clean Air Act, as amended (42 U.S.C. Sections 7401, *et seq.*), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601, *et seq.*), and in the rules and regulations adopted and publications promulgated pursuant thereto, and in the rules and regulations of the Occupational Safety and Health Administration (OSHA) pertaining to occupational exposure to asbestos, as amended, or in any other federal, state or local environmental statute, regulation or other law now in effect. The Developer acknowledges that certain environmental defects do exist on the Redevelopment Property and that certain environmental restrictions affect the Redevelopment Property. The Developer is obligated to comply with these requirements and the Village shall have no liability therefore; and

**6.5.8 A Special Use Permit for a Planned Unit Development for the Redevelopment**  
Property was approved by the Village Board of Trustees by Ordinance 15-1212, dated October 5, 2015.

**6.5.9** The Village has the power and authority under the laws of the State of Illinois to enter into the Agreement and perform its obligations hereunder, and that the Agreement has been approved by formal action of the Village Board of Trustees at a regular meeting of the Board held on February 3, 2016.

All of the foregoing Representations and Warranties of Village are true, accurate and complete in all material respects as of the date hereof and shall be true, accurate and complete in all material respects as of the Property Conveyance Date.

**6.6. Closing Costs.**

**6.6.1** Village agrees, at Closing, to pay the costs of the following: (i) any broker's fees, commissions or other compensation to be paid by Village; (ii) all documentary stamp or real estate transfer taxes in relation to the recording of the deed from Village to Developer; (iii) one-half of any escrow and/or closing fees charged by Escrow Agent to handle the Closing; (iv) all costs to record any instrument to remove any exceptions other than Permitted Exceptions; (v) all fees associated with the Title Company's issuance of a owner's policy of title insurance with extended coverage in the amount of \$675,000; and (vi) Village's attorney's fees.

**6.6.2** Developer agrees, at Closing, to pay the costs of the following: (i) any broker's fees, commissions or other compensation to be paid by Developer; (ii) one-half of any escrow and/or closing fees charged by Escrow Agent to handle the Closing; (iii) all costs to record the deed; (iv) all costs relating to Developer's due diligence; and (v) Developer's attorneys' fees.

**7. CERTAIN DEVELOPER COVENANTS, REPRESENTATIONS AND WARRANTIES.** In consideration of the Village's substantial commitment to the redevelopment of the Redevelopment Property and its commitments contained in this Agreement, the Developer agrees, represents, warrants and covenants with and to the Village as follows and elsewhere in this Agreement:

**7.1 Plans.** The Project undertaken by the Developer shall be completed in substantial conformance with this Agreement together with the plans and specifications approved by the Village.

**7.2 Construction of Project.** All costs, expenditures or expenses for which reimbursement is sought as an eligible redevelopment project cost shall be utilized in a cost-efficient manner. Nothing herein shall be deemed to limit the amount which the Developer may need to expend to complete any Project.

**7.3 Compliance with Laws and Permits.**

**7.3.1** Development and construction of the Project shall comply with all applicable laws, regulations, rules and ordinances and other legal requirements of the Village, County of Will, the State of Illinois and the United States of America.

**7.3.2** The Developer shall secure all required permits and approvals. The Village shall cooperate with the Developer in approving necessary permits after submission of a complete application, which complies in all respects with all applicable laws, ordinances, regulations and this Agreement.

**7.4 Developer Information.** The Developer shall complete a sworn TIF Allocation Information Return ("TIF Return") in substantially the form of Exhibit E attached hereto (the "TIF Return"). The Developer shall submit the TIF Return prior to any payment to the

Developer. The TIF Return shall contain information as required and necessary for the Village to carry out the objectives of this Agreement, the Redevelopment Plan, and the Act.

The Developer shall furnish additional information when that information is required by the Village for the administration of the Redevelopment Project Area, its administration of the Redevelopment Plan, its obligations relating to Downtown TIF or its obligations under this Agreement, its obligations under any statute, law, ordinance, resolution, rule, regulation or other legal requirement, to assure the Developer's material compliance with any statute, law, ordinance, resolution, rule, regulation or other legal requirement relating to the development and construction of the Project, and/or to assure the Developer's obligations under this Agreement. The Developer shall provide such information to the Village within a reasonable time after the Village's request for such information. All information required to be disclosed shall be subject to "continuing disclosure" and such continuing disclosure shall be made to the Village.

**7.5 Indemnification.** Developer agrees to indemnify, defend (with counsel reasonably acceptable to the Village and, if the Village's and the Developer's interest are in conflict, the Village will have the right to select its own counsel at the Developer's expense) and hold harmless, the Village, its elected and appointed officers, its boards, commissions and committees, the members of such boards, commissions and committees, its employees, its representatives, its agents, its financial and planning advisers, its attorneys and its volunteers, and the successors, assigns, executors, administrators, heirs, beneficiaries, and legatees of the foregoing (the "Indemnitees"), individually and collectively, from any claims, lawsuits, damages, judgments, settlements or other liability which arise directly or indirectly from Developer's construction activities on the Redevelopment Property, Developer's operations upon and use of the Project, or Developer's breach of the terms of this Agreement. In the event that any

Indemnitee is required to pay any amounts for any attorneys' fees, costs, expense, judgment or otherwise for which indemnification is required by the Developer, then said payments made shall constitute a lien against the Redevelopment Property giving rise to such claim subordinate to any previously recorded first mortgage that encumbers the Redevelopment Property in favor of the persons and entities indemnified pursuant to this Agreement. Nothing contained in this Agreement shall be deemed to constitute a waiver by the Village or any Indemnitee of any immunity or privilege afforded by law including, but not limited to, the Illinois Governmental Tort Immunity Act. Nothing herein shall be construed so as to require such indemnification or hold harmless resulting from the negligence or willful misconduct of the Indemnitees.

## **7.6     Insurance**

**7.6.1     Prior to Completion.** Throughout the term of this Agreement and until a final certificate of occupancy has been issued for the Project, the Developer or its successor, assignee or designee shall maintain an insurance policy or policies, including liability and builder's risk (as applicable), insuring the Redevelopment Property and the Project against loss by fire or other hazard, in an amount equal to the value of the Project, with an insurer reasonably acceptable to the Village. The Developer shall increase the amount of such coverage in amounts equal to any increases in the cost to reconstruct which occur from time to time. The Developer shall provide the Village with certified copies of such policies and Certificates of Insurance for such policies naming the Village as primary, non-contributory additional insured prior to commencement of construction of the Project. Prior to the commencement of construction of the Project, the Developer shall deliver to the Village all required certificates of insurance which shall be subject

to the approval of the Village with regard to the carrier, amount and coverage, which approval shall not be unreasonably withheld.

**7.6.2 After Completion.** Subsequent to the issuance of a final certificate of occupancy and all times during which Developer has an ownership interest in the Project, Developer shall maintain property and casualty insurance on the Project to the full extent of its replacement value and general liability insurance with not less than \$2,000,000 combined limits. The Developer shall at all times furnish the Village certificates evidencing such insurance coverage.

**7.6.3** In the event the Developer fails to procure the insurance required by this Agreement the Village may procure such insurance at the Developer's expense. The Village may deduct any amounts expended pursuant to this Section from the Incentive Amount.

**7.7 Developer Financing.** It is recognized that in addition to the financial and other assistance provided by the Village that additional funds will be required to complete the Project, the Developer represents that it has the ability to obtain all such additional financing to complete the Project.

**7.8 Authority/Status.** The Developer is a limited liability company organized and existing under the laws of the State of Illinois; the Developer has the right, power and authority to enter into, execute, deliver and perform this Agreement; the execution, delivery and performance by the Developer of this Agreement has been duly authorized by all necessary action, and does not and will not violate any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which the Developer is now a party or by which the Developer is now or may become bound; there are no actions or proceedings by or before any court, governmental commission, board, bureau or

any other administrative agency pending, threatened or affecting the Developer which would impair its ability to perform under this Agreement; and the Developer is not in default with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement or instrument related to the borrowing of money to which the Developer is a party or by which the Developer is bound which would adversely affect its ability to perform under this Agreement.

**7.9      Prevailing Wage.** The Developer understands that by utilizing TIF incentives that the Project may become subject to the Illinois Prevailing Wage Act and the Developer covenants and agrees to the extent required to comply, and to contractually obligate and cause its, construction manager, any general contractor, each subcontractor or other applicable entity or person to comply with the Illinois Prevailing Wage Act. All contracts subject to the Prevailing Wage Act shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant to such contract. If the prevailing wage rates are revised, the revised rates shall apply to all such contracts. The Developer shall provide the Village with copies of all such contracts entered into by the Developer or others to evidence compliance with this Section. The Developer together with its contractors, subcontractors, agents, employees and others shall provide such documents, information and certifications, including appropriate payroll certifications, as are necessary to comply with the Illinois Prevailing Wage Act.

**7.10    Developer's Performance.** The Developer shall not knowingly enter into any transaction that would materially and adversely affect its ability to perform its obligations hereunder or to pay any material liabilities or perform any material obligations of the Developer to any other person or entity. The Developer shall, within thirty (30) days, notify the Village of

any and all events or actions of which it becomes aware which materially affect the Developer's ability to perform its obligations under this Agreement or any other documents and agreements.

**7.11 Compliance with Law.** The Project and the properties shall, upon completion herein, be in material compliance with all applicable federal, state and local laws, statutes, ordinances, regulations, executive orders and codes pertaining to or affecting the Project, the Business and the Redevelopment Property.

**7.12 Compliance with Agreements.** The Developer will materially comply with all contracts, licenses, permits and agreements relating to the Project. The Developer shall, within thirty (30) days, immediately notify the Village in writing of the occurrence of any material default under any such contract, license, permit or agreement that the Developer becomes aware of.

**7.13 Survival of Covenants.** All warranties, representations, covenants and agreements of the Developer contained in this Section and elsewhere in this Agreement shall be true, accurate and complete at the time of the Developer's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and shall be in effect until termination of this Agreement.

**7.14 Fair Employment as Equal Opportunity Practices.** The Developer, on behalf of itself and its successors and assigns, hereby agrees, and shall contractually obligate it and their various contractors and subcontractors, to comply with all applicable laws relating to fair employment and equal opportunity.

**7.15 Books and Records.** The Developer shall keep and maintain separate, detailed accountings of expenditures demonstrating the total actual costs of the Project and other expenses for which reimbursement is required. All such books, records and other documents,

including but not limited to the Developer's loan statements, General Contractors' and contractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, shall be available at the Developer's offices for inspection, copying, audit and examination by an authorized representative of the Village. The Developer shall incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by the Developer with respect to the Project.

**7.16 Inspection Rights.** Prior to completion of the Project, any authorized representative of the Village shall have access to all portions of the Project and the Redevelopment Property during normal business hours upon reasonable notice to the Developer for the purpose of determining compliance with this Agreement and applicable laws, regulations and ordinances, including but not limited to building, fire and safety codes.

**7.17 Progress Reports.** Prior to completion of the Project, the Developer shall provide the Village with written progress reports commencing ninety (90) days after execution of this Agreement and continuing on a quarterly basis thereafter detailing the status. The Developer shall notify the Village upon substantial completion of construction of the Project.

**7.18 Village Signage.** Upon the Village's written request, the Developer shall, at its sole cost, erect a sign of size and style approved by the Village in a conspicuous location on the Redevelopment Property during construction of the Project, indicating that tax increment financing has been provided by the Village. The Village reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding the Developer and the Redevelopment Property in the Village's promotional literature and communications.

**7.19 Conflict of Interest Disclosure.** Pursuant to Section 5/11-74-4-4(n) of the Act, the Developer represents, warrants and covenants that, to the best of its knowledge, no member, official, or employee of the Village or of any Village commission or committee exercising authority over the Project, the Redevelopment Area or the Redevelopment Plan, or any consultant hired by the Village, in connection with the planning and preparation of the Redevelopment Plan or Project, owns or controls, has owned, controlled or will own or control any interest in the Developer, the Redevelopment Property or the Project.

**7.20 Pending/Threatened Litigation.** The Developer represents and warrants that there is no pending or threatened litigation or administrative proceedings within its knowledge which could have a material adverse impact on the Project or the financial condition of the Developer or its members.

**8. INCENTIVE REPAYMENT.** In the event that the Developer transfers, conveys, or otherwise relinquishes the Redevelopment Property conveyed to it by the Village pursuant to this Agreement or conveys a controlling ownership interest in 615 Romeoville, LLC (the “Sale, Change or Termination”) within a period of three (3) years from the Property Conveyance Date, then in that event within thirty (30) days of the Sale, Change or Termination, the Developer shall repay a prorated portion of the Overall Incentive Amount provided. If the Sale, Change or Termination occurs on or before the first anniversary of the Completion Date for the parcel, the entire Overall Incentive Amount paid or conveyed up to that point shall be repaid. Thereafter the portion of the Overall Incentive Amount to be repaid shall be reduced by thirty three percent (33%) on each anniversary of such Completion Date. Any amount due pursuant to this Section or Section 5 shall be a lien on the Redevelopment Property subordinate only to any Mortgage recorded against the Redevelopment Property either before or after the date of this

Agreement. The following actions shall not be deemed to be a Sale, Change or Termination which triggers the repayment obligation set forth above: (i) the rental or lease of any portion of the Retail Center Project to a tenant conducting business in the space; or (ii) the transfer of the Redevelopment Property to an entity managed and owned, in whole or in part, by Developer or any of the current members of Developer.

**8.1. “Overall Incentive Amount”** shall be determined by adding the Value of the Redevelopment Property, which is agreed by the Village and the Developer to be \$675,000.00, to the amount of any TIF Incentive Amount paid to the Developer pursuant to this Agreement.

**9. TERM OF AGREEMENT.** The term of this Agreement (the ‘Term) shall be from the date first written above and thereafter for a period of four (4) years from the Property Conveyance Date.

**10. COOPERATION OF THE PARTIES.** The Village and the Developer agree to cooperate reasonably with each other when requested to do so concerning the development of the Improvements.

**11. TIME PERFORMANCE.** For purposes of this Agreement, **TIME IS OF THE ESSENCE.**

**12. NO JOINT VENTURE, AGENCY, THIRD PARTY BENEFICIARY OR PARTNERSHIP CREATED.** Neither anything in this Agreement nor any acts of the Parties to this Agreement shall be construed by the Parties or any third person to create the relationship of a partnership, agency, or joint venture between or among the Parties or any third party beneficiary.

**13. DEFAULT/REMEDIES.** If any of the Parties shall default under this Agreement or fail to perform or keep any material term or condition required to be performed or

kept by such Party (an “Event of Default”), such Party shall, upon written notice from the other Party, proceed to cure or remedy such default or breach within thirty (30) days after receipt of such notice, provided, however, that in the event such default is incapable of being cured within said thirty (30) day period and the defaulting Party commences to cure the default within said thirty (30) day period and proceeds with due diligence to cure the same, such Party shall not be deemed to be in default under this Agreement. In the case of an Event of Default by the Developer, should such action to cure not be taken or not be diligently pursued, or the default or breach shall not be cured or remedied within the above period, the Village may suspend payment of the Incentive Amount until the Developer commences and diligently pursues a cure. Any delay by any Party in instituting or prosecuting any actions or proceedings or asserting its rights under this Agreement shall not operate as a waiver of such rights in any way (it being the intent of this provision that such Party should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedies provided by law, equity or this Agreement because of the default involved). A waiver made by any Party with respect to any specific default by any other Party under this Agreement must be expressly and specifically made in writing and shall not be construed as a waiver of rights with respect to any other default by the defaulting party under this Agreement or with respect to the particular default except to the extent expressly and specifically waived in writing. Notwithstanding the forgoing, in the event the Developer fails to perform any obligation required of the Developer pursuant to this Agreement or any statute, law, ordinance, resolution, rule, regulation or other legal requirement affecting or pertaining to the Redevelopment Property and/or the Project after written notice thereof has been provided to the Developer from the Village, and after a reasonable opportunity to cure has elapsed, the Village shall have the option of performing that obligation after written

notice to the Developer, provided the Village shall not have the right of self-help with respect to construction of the Project. Any funds expended by the Village pursuant to this section shall be paid from and be an offset to the Incentive Amount.

**14. FORCE MAJEURE.** The parties will diligently perform their obligations hereunder subject to Force Majeure. The term “Force Majeure” as used herein shall mean any delays incurred by a party due to strikes, lockouts, acts of God, enemy action, civil commotion, governmental restrictions or delays in obtaining permits (but solely to the extent that such delays are not caused by and are beyond the control of the party claiming such Force Majeure), lawsuits against any party that delays or stops construction or preemption, fire or other casualty, shortage of materials, unusually adverse weather conditions, or other cause beyond the reasonable control of the party, for so long as the party is using its reasonable good faith efforts to end any such delay if the party asserting the Force Majeure is reasonably capable of doing so.

**15. NOTICES.** All notices, demands, requests, and other communications under this Agreement shall be in writing and shall be either personally delivered or mailed, by U.S. Postal Service registered or certified mail, return receipt requested, postage pre-paid, or reputable overnight courier service to the Parties at the following addresses:

**IF TO THE DEVELOPER:** 615 Romeoville, LLC  
Attn: Tim Winter  
321 Center Street  
Hillside , Illinois 60162

**WITH COPY TO**

William T Dwyer  
O'Rourke Hogan Fowler & Dwyer  
10 S. LaSalle St. Suite 2900  
Chicago, IL 60603

**IF TO THE VILLAGE:**

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

And

**WITH COPIES TO:**

David Silverman  
Mahoney Silverman and Cross, LLC  
822 Infantry Drive, Suite 100  
Joliet, IL 60435

And

Village of Romeoville  
1050 W. Romeo Road  
Romeoville, IL 60446  
Attn: Finance Director

or at such other address or to such other party as the Parties may designate in writing delivered or mailed as described above. Notices shall be deemed given upon receipt, in the case of notice by personal delivery or overnight courier.

**16. ENTIRE AGREEMENT/AMENDMENTS.** This Agreement sets forth all the promises, inducements, agreements, conditions and understandings of the Parties relative to the subject matter hereof, superseding all prior negotiations, agreements and understandings, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between the Parties, except as set forth herein. The Village is not obligated to make any further payments to the Developer or to provide any other economic incentive for the development of the Redevelopment Property other than those incentives described in this Agreement. No amendment, revision, change or addition to this Agreement shall be binding

upon the Parties unless authorized in accordance with law and reduced to a writing which is executed by both Parties.

**17. SUCCESSORS AND ASSIGNS**

**17.1** Except as provided in this Agreement, the agreements, undertakings, rights, benefits and privileges set forth in this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, assigns and legal representatives, including, without limitation, successor governing bodies/members of the Developer and the Village and successor Developers of the Redevelopment Property.

**17.2** The Developer's obligations and rights pursuant to this Agreement shall be assignable only with the Village's written consent, which consent shall not be unreasonably withheld, provided Developer shall have the right to assign the obligations and rights under this Agreement to an entity managed and owned, in whole or in part, by Developer or any of the current members of Developer.

**18. GOVERNING LAW AND VENUE.** The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Illinois. The Venue for any action under or resulting from this Agreement shall be in the Circuit Court of Will County, Illinois.

**19. CAPTIONS AND PARAGRAPH HEADINGS.** The captions and paragraph headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing it.

**20. CONFLICTS.** In the event of a conflict between the provisions of this Agreement and the provisions of any Village ordinance, the provisions of this Agreement shall prevail to the extent permitted by law.

**21. DEFINITION OF TERMS/CONSTRUCTION OF AGREEMENT.** Any terms which are not defined in this Agreement shall have the same meaning as they do in the Act, unless herein indicated to the contrary. This Agreement has been negotiated by the Parties hereto and their respective attorneys. The language in this Agreement shall not be construed for or against either party based upon any rule of construction favoring the non-drafting Party. Words in the masculine, feminine or neuter shall apply to either gender or neuter, as appropriate.

**22. RECORDING/COVENANT.** This Agreement (or a memorandum thereof) shall be recorded against the Redevelopment Property with the Will County Recorder of Deeds and shall constitute a covenant running with the land.

**23. EXECUTION OF THIS AGREEMENT.** This Agreement shall be signed last by the Village and its Mayor shall affix the date on which he signs and approves this Agreement on the first page hereof, which date shall be the first date on which he is legally authorized to execute this Agreement on the Village's behalf and which date shall be the effective date of this Agreement.

**24. INTENTIONALLY DELETED.**

**25. NO PERSONAL LIABILITY.** The Developer recognizes that the persons signing this Agreement on behalf of the Village, the Mayor, Village Board, the Village agents, officers, financial consultants, employees and attorneys, shall have no personal liability and that each is acting solely in their official or professional capacities.

**26. SEVERABILITY.** If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed to be excised from this Agreement, the invalidity of such provision shall not affect any of the other provisions of this Agreement and those other provisions shall continue in full force and effect to the extent

possible. Neither of the Parties shall challenge the validity or enforceability of this Agreement nor any provision of this Agreement, nor assert the invalidity or unenforceability of this Agreement or any provision of it.

**27. LIQUOR LICENSES.** Subject to approval by the Village Board of a particular business and location and subject to application by a qualified applicant, the Village shall make available one (1) Class E License for the Redevelopment Property.

**28. PROHIBITED USES.** Prior to Closing, certain covenants and restrictions shall be recorded against the Redevelopment Property. The covenants and restrictions shall be substantially in the form as set forth on Exhibit G attached hereto, unless otherwise agreed to by the parties (“Restrictive Covenants”). Provided, if the Developer does not approve of the final form of the Restrictive Covenants, it may terminate this Agreement prior to February 1, 2016.

**29. BOND.** On or before the Completion Date, The Developer shall post a performance bond in a form approved by the Village drawn on a financial institution doing business in Will County, Illinois. The Bond shall secure all obligations of the Developer to repay the Overall Incentive Amount. The Bond will expire four years from the Property Conveyance Date.

**30. DEVELOPER’S OPTION TO TERMINATE.** In the event that the Developer does not have signed leases with two tenants (one of which is a bank) for approximately 3400 square feet on or before April 6, 2016, the Developer may terminate this Agreement. If the Developer does not notify the Village in writing prior to such date of its election to terminate, then the termination right is waived.

**VILLAGE OF ROMEovILLE, an Illinois**

Municipal corporation

By: John D. Mahan

Its: Mayor

**ATTEST:**

By: Deanne C. Hollaway

Its: Clerk

**615 ROMEovILLE, LLC**

By: Robert E. Glenske

Its Manager

## **LIST OF EXHIBITS**

Exhibit “A” Redevelopment Property

Exhibit “A-1” Retail Center Project

Exhibit “B” Preliminary Site Plan

Exhibit “C” Parking Lot

Exhibit “D” Environmental Disclosure

Exhibit “E” TIF Return

Exhibit “F” Memorandum of Commencement Date

Exhibit “G” Restrictive Covenants

**EXHIBIT A**

**REDEVELOPMENT PROPERTY**  
**DEPICTION AND LEGAL DESCRIPTION**

Exhibit A  
Legal Description

FINAL PLAT OF UPTOWN SQUARE RESUBDIVISION BEING A RESUBDIVISION OF PART OF  
BLOCK 2 IN THE PARKDAIE SHOPPING CENTER SUBDIVISION, A SUBDIVISION OF PART OF THE  
NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 34 AND PART OF THE SOUTH HALF  
OF THE SOUTHWEST QUARTER OF SECTION 27, ALL IN TOWNSHIP 37 NORTH, RANGE 10 EAST  
OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE TOWNSHIP, WILL COUNTY, ILLINOIS.

PIN: 12-02-34-101-016-0000

## EXHIBIT A

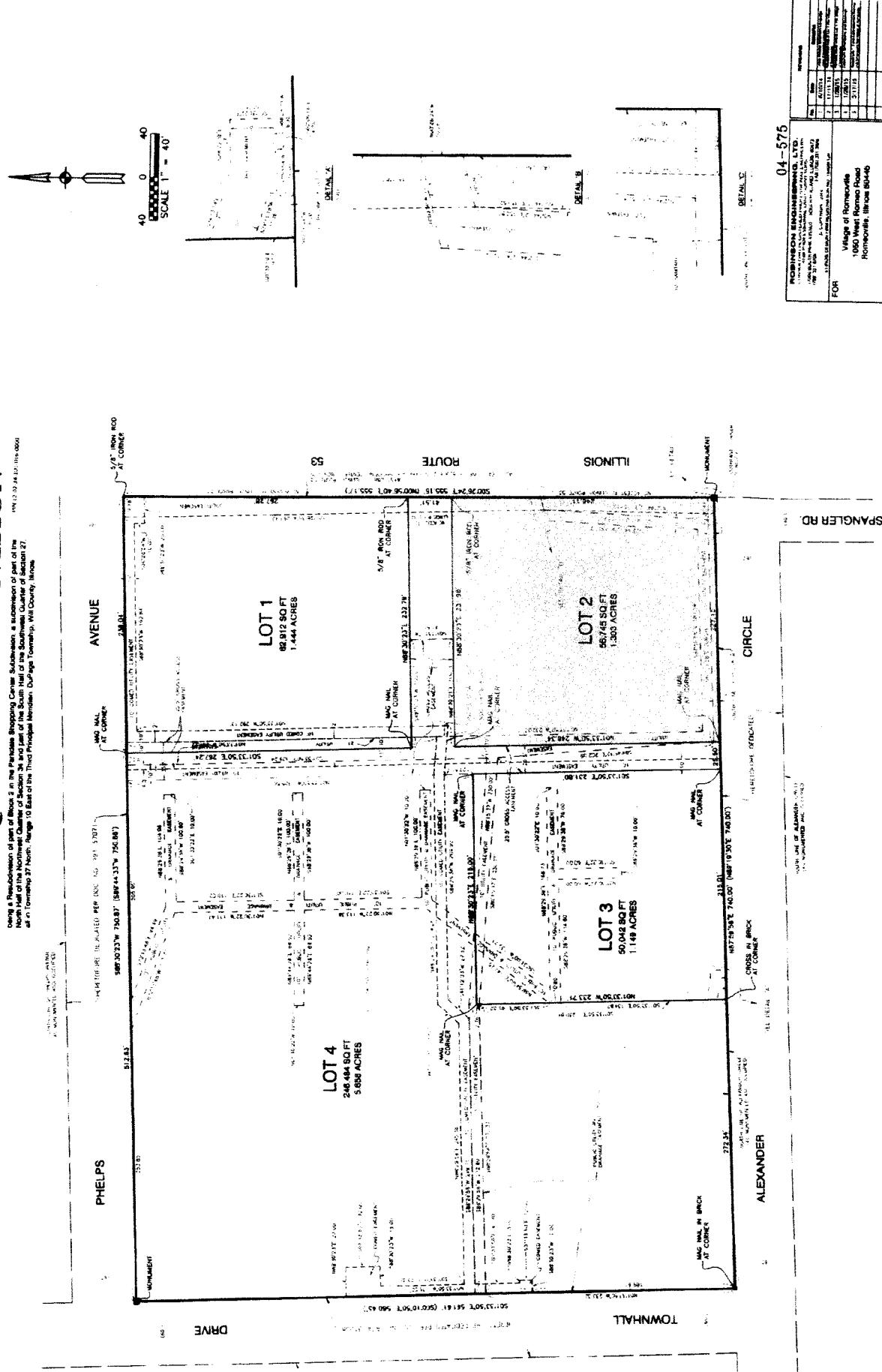
**UPTOWN SQUARE RESUBDIVISION**

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Notice of Reservation of part of Block 3 in the Paradise Shopping Center Subdivision a subdivision of part of the South Hall of the Northeast Quarter of the Townships Charter of Section 27, in the Township of North Range, Range 10 East of the Third Principal Meridian, DuPage County, Illinois.

FINAL PLAT OF

R2015058376

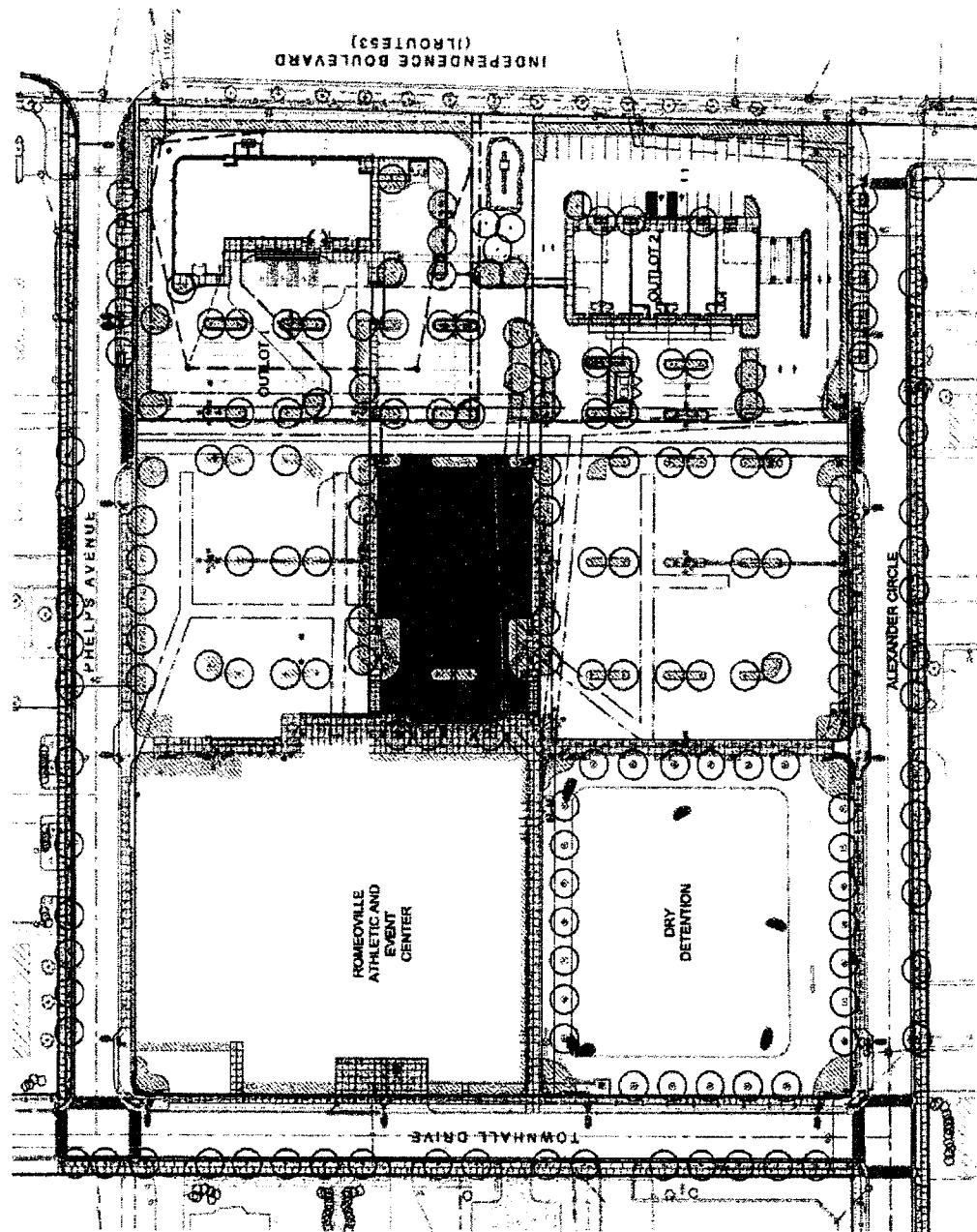


**EXHIBIT A-1**

**RETAIL CENTER PROJECT**

The Project shall consist of a free standing building constructed on the Redevelopment Property. The building shall be approximately 9,400 square feet, together with a 2,400 square foot drive-thru, shall consist of one or more tenant spaces, and shall conform to the plans and specifications approved by the Village. For purposes of this Agreement, references to "the Project" shall not include tenant improvements.

**EXHIBIT B**



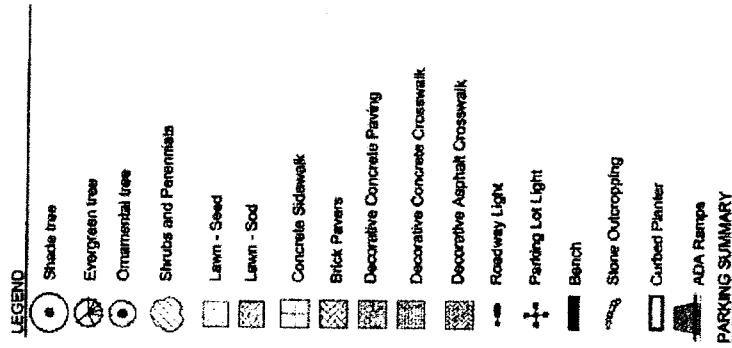
| PARKING SUMMARY     |  | Standard | ADA | Total |
|---------------------|--|----------|-----|-------|
| RAEC Main Lot:      |  | 272      | 10  | 282   |
| Outlot 1 (North):   |  | 42       | 2   | 44    |
| Outlot 2 (South):   |  | 38       | 2   | 41    |
| On Street (Phelps): |  | 16       | 0   | 16    |
| Total:              |  | 387      | 14  | 399   |

**Site Plan**  
Uptown Square  
Romeoville, Illinois



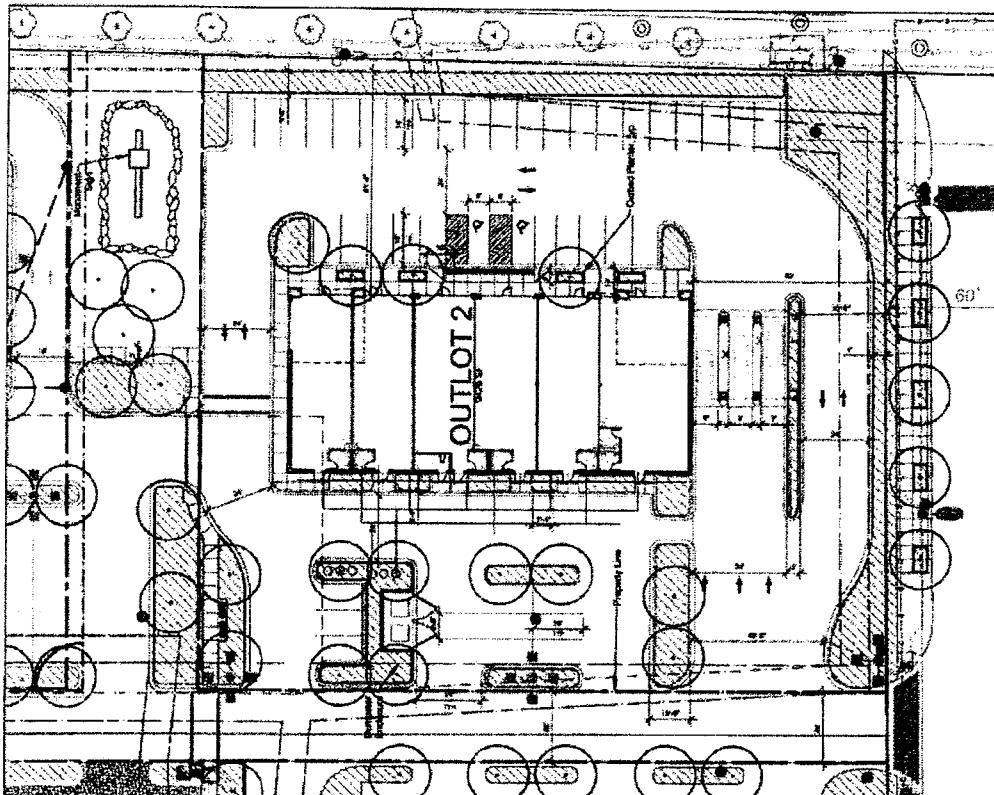
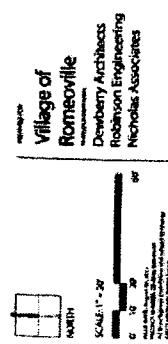
Village of  
Romeoville  
Development  
Robinson Engineering  
Nichols Associates





|                   | standard | ADA | Total |
|-------------------|----------|-----|-------|
| Outlet 2 (South): | 39       | 2   | 41    |

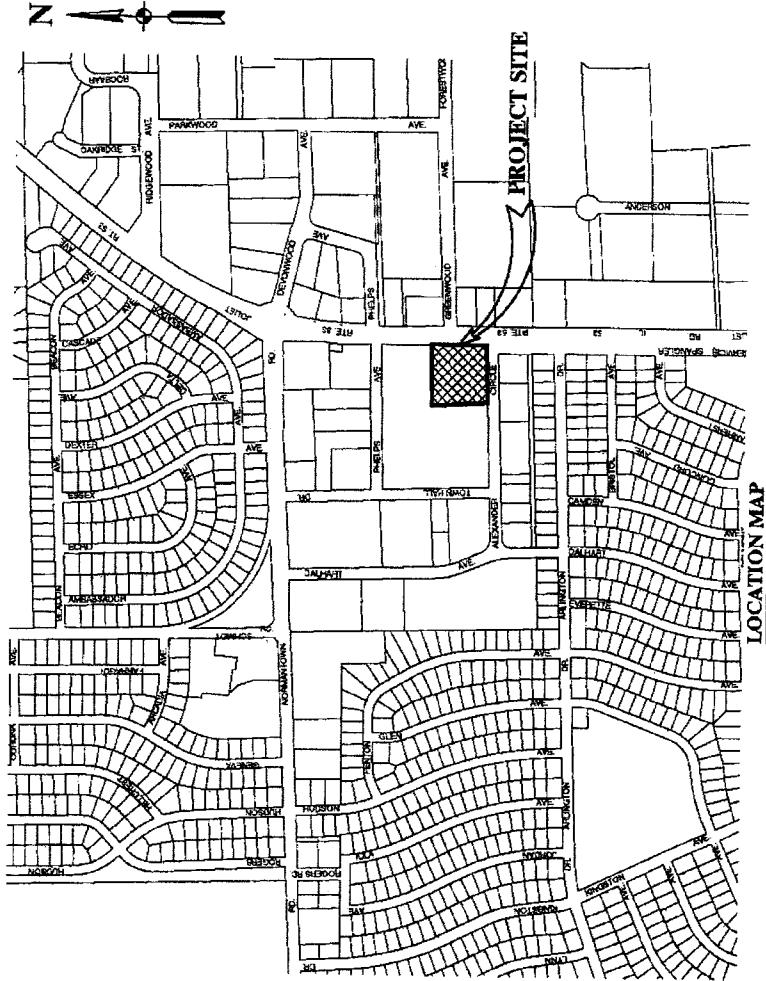
**Site Plan- Outlot 2**  
**Uptown Square**  
 Romeoville, Illinois



**EXHIBIT C**

**VILLAGE of ROMEVILLE, ILLINOIS**  
**UPTOWN SQUARE LOT 2**  
**SOUTH OUTLOT DEVELOPMENT**

SECTION 34. TOWNSHIP 37, RANGE 10



## INDEX OF SHEETS

1. COVER SHEET  
2-3. GENERAL NOTES  
4. EXISTING CONDITIONS & DEMOLITION PLAN  
5. GEOMETRIC & STRIPPING PLAN  
6. SITE GRADING PLAN  
7. SITE UTILITY PLAN  
8. STORMWATER POLLUTION PREVENTION PLAN  
9. SITE LIGHTING PLAN  
10-11. PARKING LOT LIGHTING DETAILS  
12-16. CONSTRUCTION DETAILS  
17-18. LANDSCAPE PLAN

**CONSULTANT:**  
THE CINCINNATI INVESTIGATION GROUP  
NASHVILLE, TENNESSEE  
1-555-0111, 1-555-0200  
1-555-0111, 1-555-0200

1. SISTER INHERITANCY, HEREDITY CERTIFY THAT ADEQUATE STORM WATCH SOURCE AND DRAINAGE CAPACITY HAS BEEN PROVIDED FOR THIS DEVELOPMENT, SUCH THAT SURFACE WATER FROM THE DEVELOPMENT WILL NOT OVERFLOW INTO THE INFERIOR DRAINAGE AREA AND CAUSE DAMAGE TO ADJACENT PROPERTY FOR STORMS UP TO AND INCLUDING THE ONE HUNDRED (100) YEAR EVENT, AND THAT DESIGN PLANS ARE IN COMPLIANCE WITH ALL APPLICABLE STATE, COUNTY, AND

PREPARED BY OR UNDER THE  
DIRECT SUPERVISION OF:

PREPARED BY:



**Robinson**  
ENGINEERING

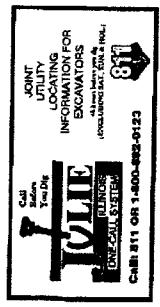
PROJECT NO. 04-5757

www.english-test.net

## ISSUED FOR PERMIT

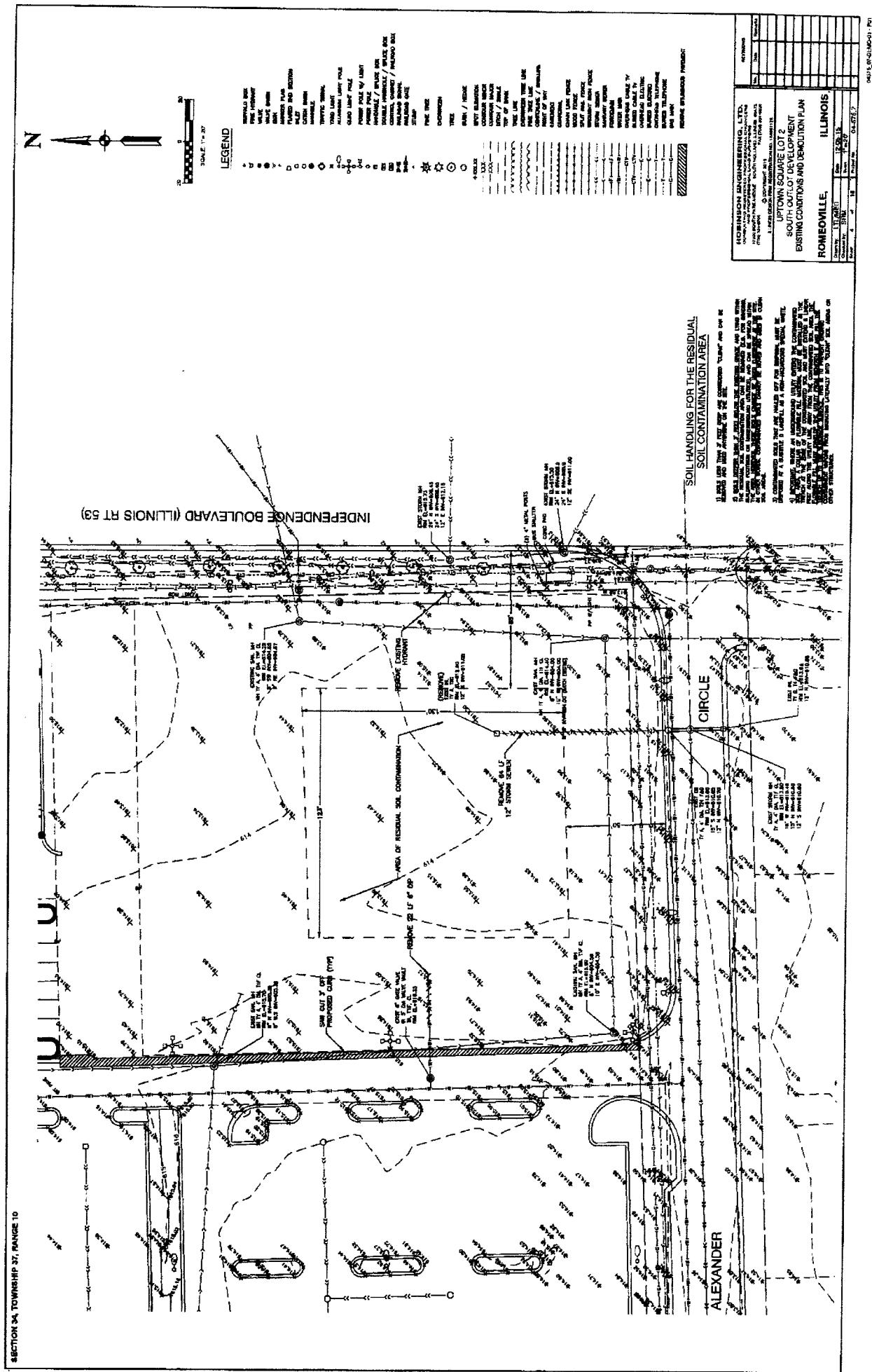
BENCH MARK

**BENCH MARK:**  
X MARK SET IN 1887  
TOMMUL CREEK  
ELEVATION—612.67









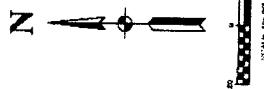
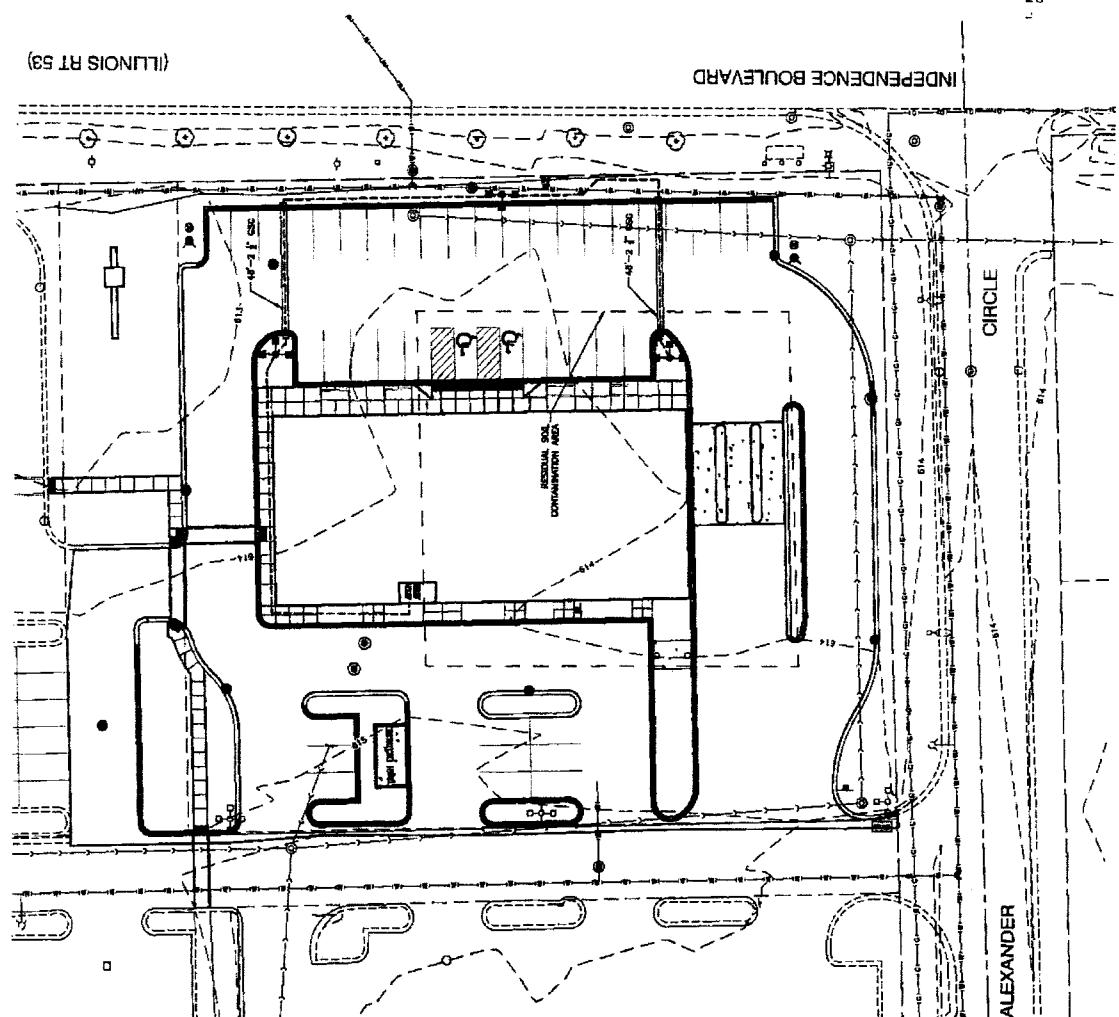








(ILLINOIS RT 59)



SCALE 1/4 MILE

## LEGEND:

- 2 Existing Area Light Unit
- 1 Proposed Area Unit
- Underground Duct, Galvanized Steel (GGS)
- Unit Diam. 3-1/2", HD 4 MM and HD 6 MM, DIA. 1-1/2" in Soil Ground, DIA. 1-1/2" in Rock

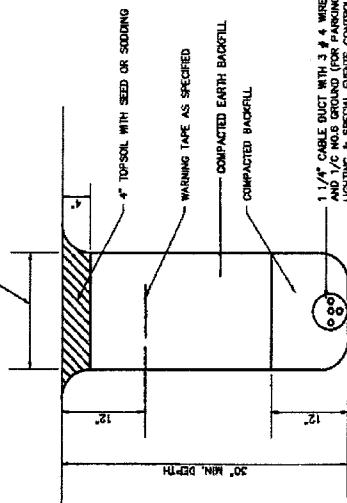
## NOTES:

1. CONTRACTOR SHALL SUPPLY ELECTRICAL CONNECTION AND CONTRACTED CIRCUITS FOR SITE LIGHTING IN RESIDUAL AREA

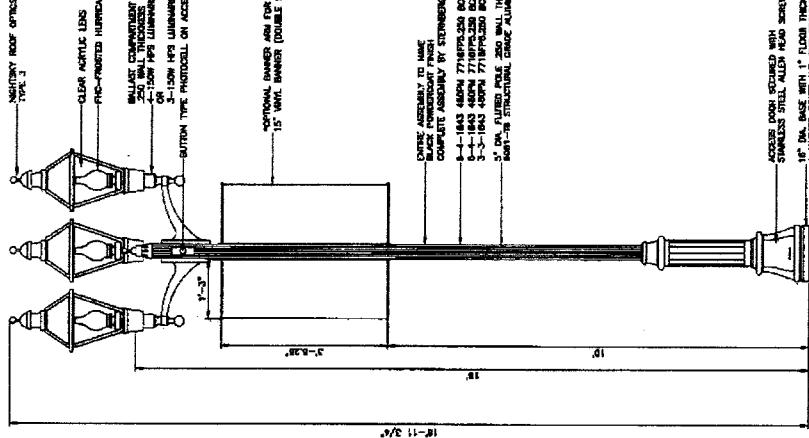
| BENCH MARK                 |  |
|----------------------------|--|
| X                          | MARK SET IN SPOTMARK SE CORNER OF ALEXANDER CIRCLE AND TERMINAL DR. IN ALEXANDER CIRCLE  |
| ROBINSON ENGINEERING, LTD. | ROBINSON ENGINEERING, LTD. CONTRACTOR FOR THE SITE DEVELOPMENT OF THE PROPERTY OWNED BY THE TOWNSHIP OF ILLINOIS RT 59, ILLINOIS. THE CONTRACTOR IS RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, AND MAINTENANCE OF THE SITE DEVELOPMENT. THE CONTRACTOR IS ALSO RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE SITE DEVELOPMENT. |
| UPTOWN SQUARE LOT 2        | UPTOWN SQUARE LOT 2  |
| SOUTH OUTLOT DEVELOPMENT   | SOUTH OUTLOT DEVELOPMENT   |
| ROMEVILLE, ILLINOIS        | ROMEVILLE, ILLINOIS  |

DRAFT OF PROPOSED LIGHT PLAN

## **SPLICING ELECTRIC CABLES BASIC MATERIALS AND METHODS**

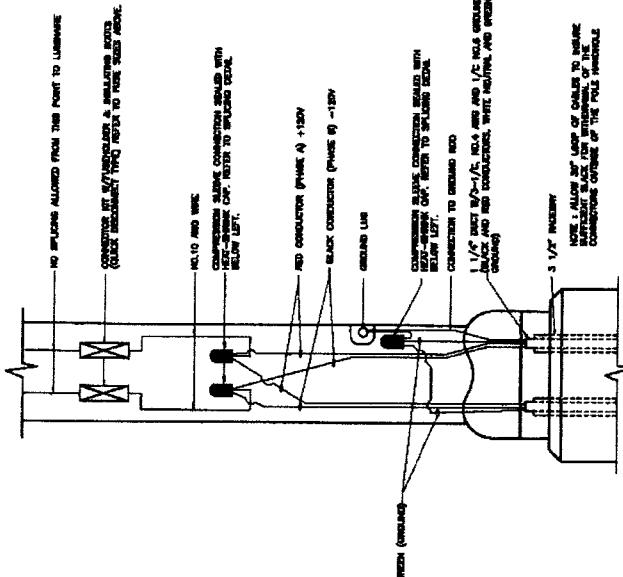


## TRENCH DETAIL



## **POLE INSTALLATION**

## LUMINAIRE FUSE SIZE TABLE



**POLE HANDBEAM WIRING DIAGRAM**

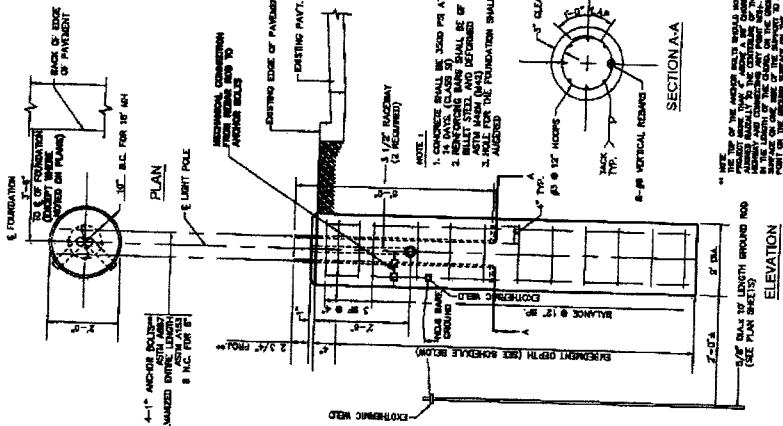
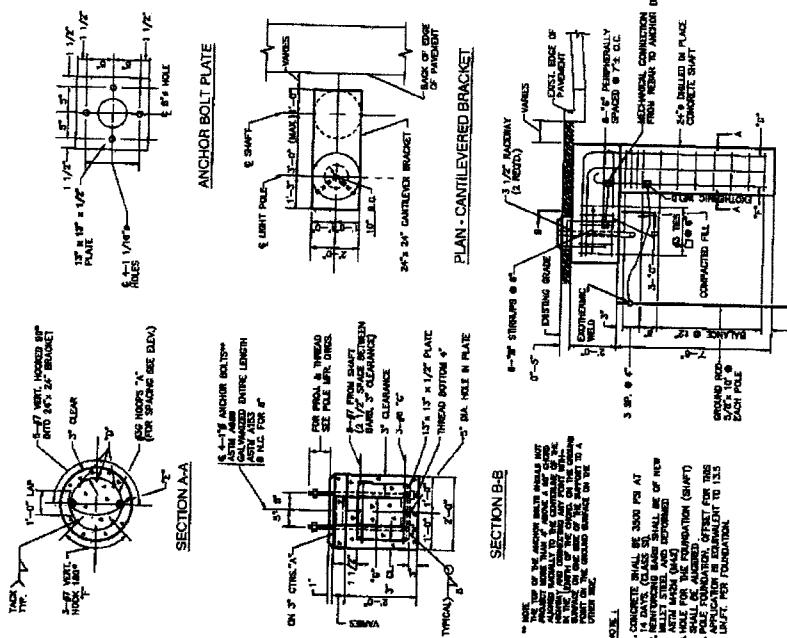
Digitized by srujanika@gmail.com

UPTOWN SQUARE LOT 2  
SOUTH OUTLOT DEVELOPMENT  
CARTERSVILLE, GA

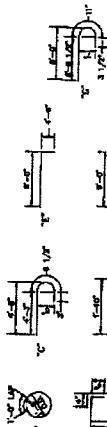
ACROSS DRAIN SECURED WITH  
STAINLESS STEEL ALLEN HEAD SCREWS  
16" DR. BASE WITH 1" FLOR THICKNESS  
4 ANCHOR BOLTS AND ONE GROUND LUG

**UPTOWN SQUARE LOT 2  
SOUTH OUTLOT DEVELOPMENT**

10



PARKING LOT LIGHT POLE FOUNDATION OFFSET - DETAILS

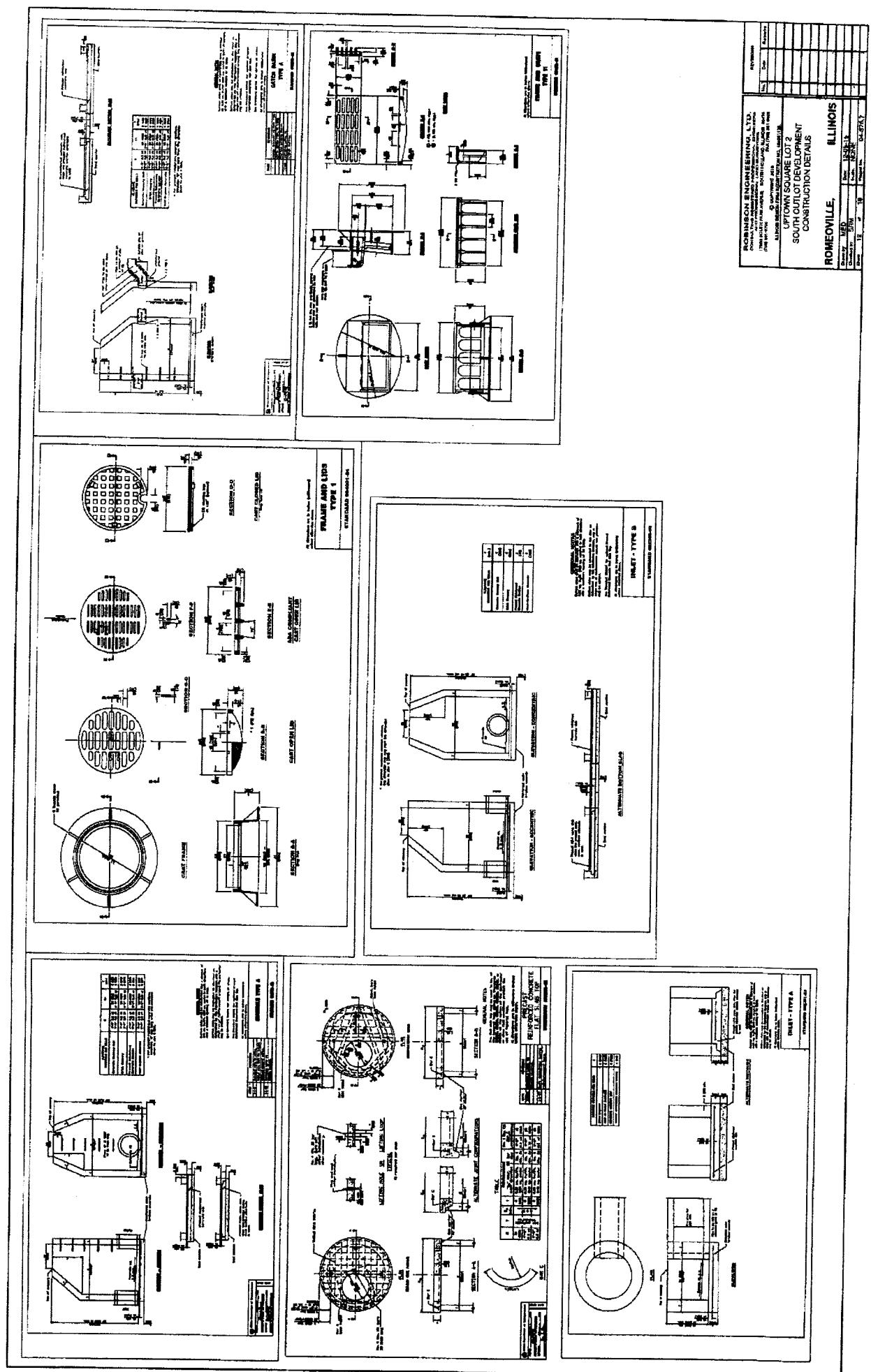


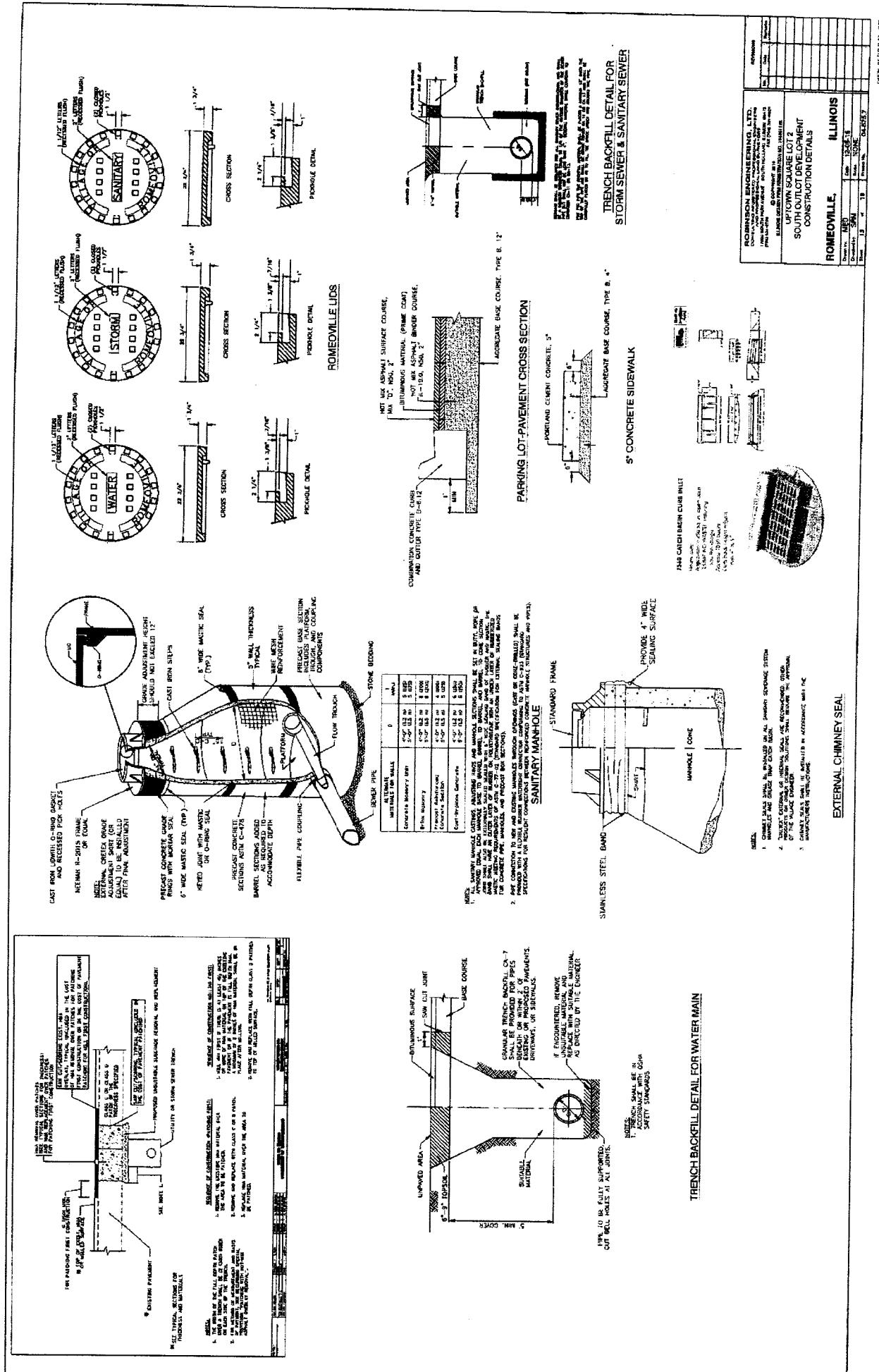
PARKING LOT LIGHT POLE FOUNDATION (TYPICAL)

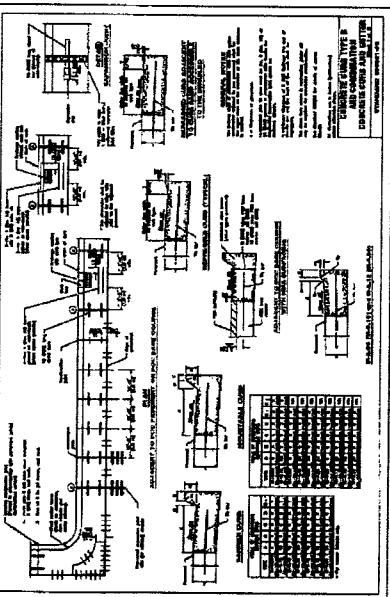
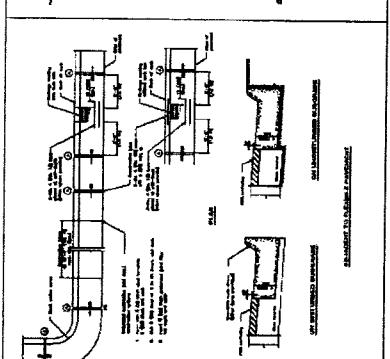
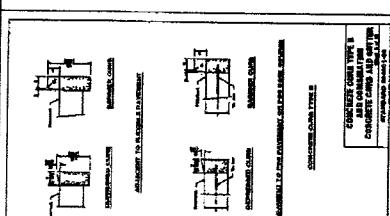
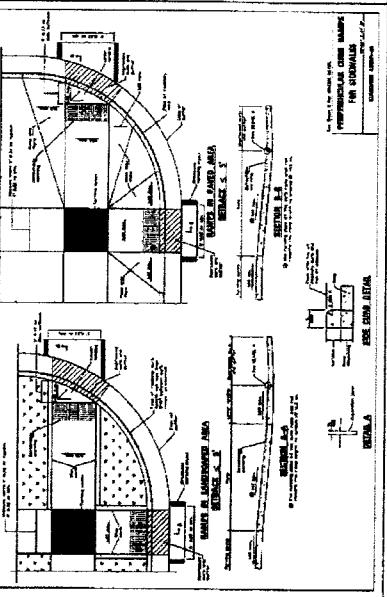
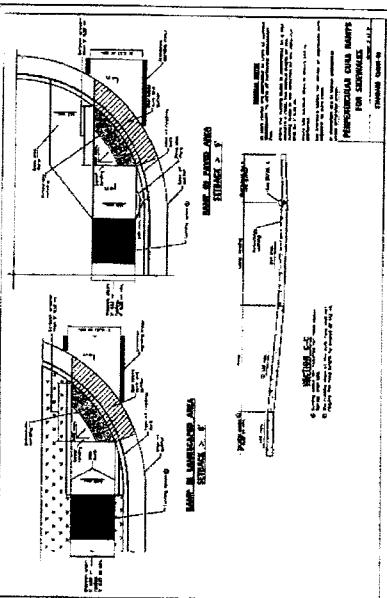
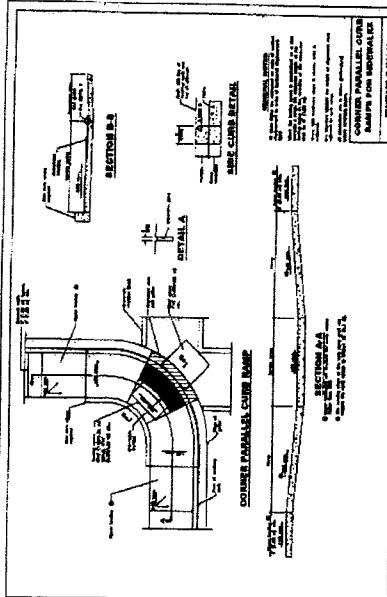
\* NOTE: FOUNDATION DEPTH IS 6'-6" EMBEDMENT DEPTH (FROM SCHEDULE) PLUS 6" EQUALS TOTAL DEPTH OF 7'-0" FOR 40' MOUNTING HEIGHT POLES

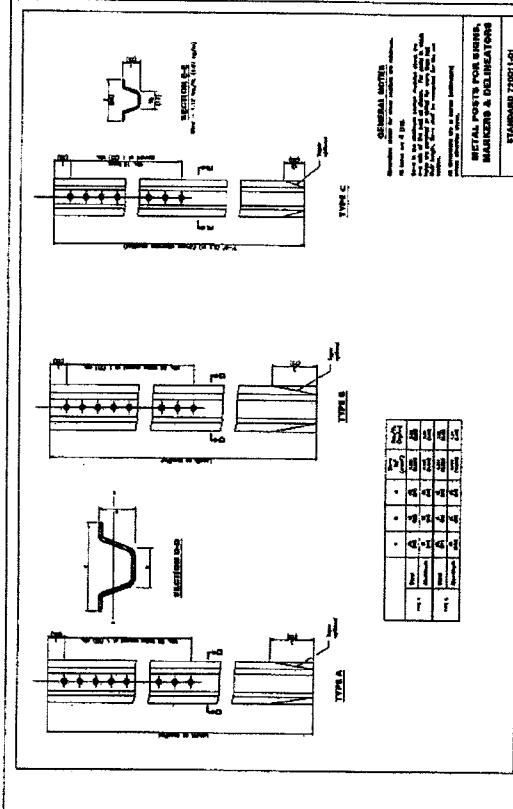
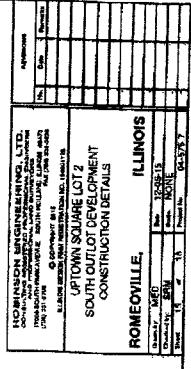
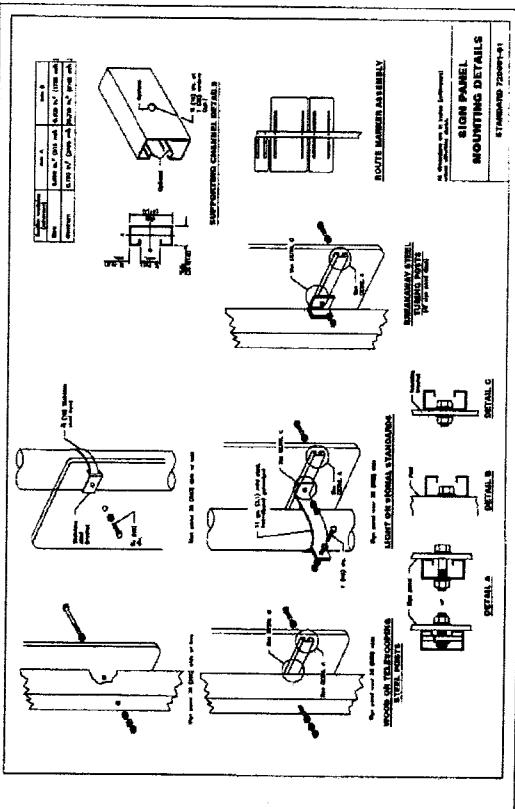
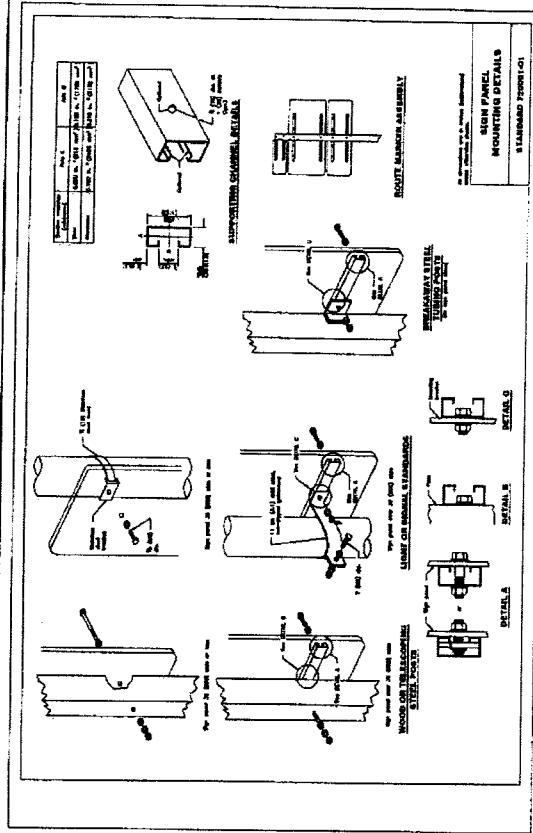
| FOUNDATION SCHEDULE |                 |
|---------------------|-----------------|
| Type of Soil        | Embedment Depth |
| SOFT CLAY           | 6'-0" - 10'-0"  |
| MEDIUM CLAY         | 6'-0" - 10'-0"  |
| ROCK, CONCRETE      | 6'-0" - 10'-0"  |
| LOOSE SAND          | 6'-0" - 10'-0"  |
| MEDIUM SAND         | 6'-0" - 10'-0"  |
| DEEPE, SAND         | 6'-0" - 10'-0"  |

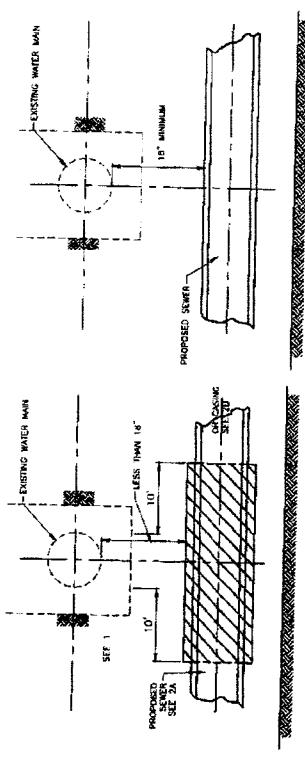
| S. of Materials           | Description            | Dimensions |        | Quantity |
|---------------------------|------------------------|------------|--------|----------|
|                           |                        | Length     | Width  |          |
| 1. 4" x 1" 1/2" C.I. PIPE | 4" x 1" 1/2" C.I. PIPE | 12'-0"     | 12'-0" | 1        |
| 2. 4" ANCHOR BOLTS        | 4" ANCHOR BOLTS        | 12'-0"     | 12'-0" | 1        |
| 3. 4" x 1" 1/2" C.I. PIPE | 4" x 1" 1/2" C.I. PIPE | 12'-0"     | 12'-0" | 1        |
| 4. ANCHOR BOLTS           | ANCHOR BOLTS           | 12'-0"     | 12'-0" | 1        |









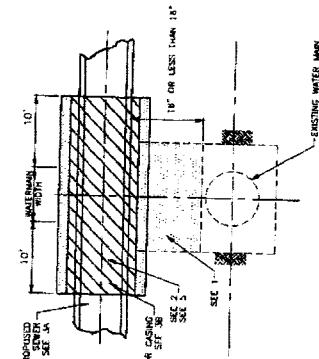


WATER AND SEWER SEPARATION REQUIREMENTS  
PROPOSED SEWER LINE BELOW EXISTING WATER MAIN  
WITH LESS THAN 18" MINIMUM SEPARATION

**GUIDELINES**  
PROVIDE ADEQUATE SUPPORT FOR EXISTING WATER MAIN TO  
AVOID DAMAGE DUE TO SETTLEMENT OF SOIL TRAVERSED  
BY THE WATER MAIN. MINIMUM VERTICAL SEPARATION FOR 10 FEET  
RECOMMENDED.  
**SEWER AND SEWER SEPARATION REQUIREMENTS**  
CLOSED SEWER LINE BELOW EXISTING WATER MAIN  
WITH 10' MINIMUM SEPARATION

WATER AND SEWER SEPARATION REQUIREMENTS  
HOSTING WATER MAIN BELOW PROPOSED SEWER LINE  
WITH 18" LESS THAN MINIMUM SEPARATION  
GUIDELINES

EINE HUNDERT INTRÄGE



**WATER AND SEWER SEPARATION REQUIREMENTS  
EXISTING WATER MAIN BELOW PROPOSED SEWER LINE  
WITH 18" LESS THAN MINIMUM SEPARATION**

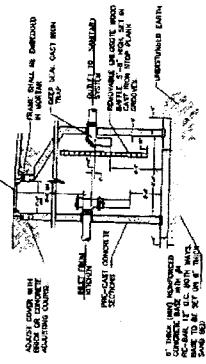
NOTE: TYPE C MATERIAL TO BE CROWNED TO 90°  
(IF MODIFIED PROJECTION) 10' 0"

1. PROVIDER SHALL BE RESPONSIBLE FOR ALL DAMAGE, INCURRED BY CONTRACTOR DUE TO PROVIDER'S NEGLIGENCE, BREACH OF CONTRACT, OR OTHER FAULT OF PROVIDER.

2. ALL VALVES SHALL OPEN CHARACTERS EQUALLY AND CLOSE EQUALLY WITH NON-SPRING STEM.

3. ALL VALVES SHALL OPEN EQUALLY AND CLOSE EQUALLY WITH NON-SPRING STEM.

4. ALL VALVES AND BONTS PRINTED BLACK ONCE, AND STAINLESS STEEL.



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NVA

GREASE TRAP DETAIL

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**WITH LESS THAN 10' MINIMUM SEPARATION  
GUIDELINES**

**WATER AND SEWER SEPARATION REQUIREMENTS  
FOR NEW CONSTRUCTION LOCATED  
BETWEEN EXISTING WATER MAIN AND PROPOSED SEWER LINE  
WITH 15' LESS THAN MINIMUM SEPARATION**

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**EXHIBIT D**

PREPARED BY:

Name: Dawn Caldwell  
Village of Romeoville

Address: 1050 W. Romeo Rd  
Romeoville, IL 60446

R2015098098

KAREN A. STUKEL

WILL COUNTY RECORDER

RECORDED ON

11/12/2015 2:36:51 PM

REC FEE: 52.75

IL RENTAL HSNG:

PAGES: 19

BBMSB

RETURN TO:

Name: Dawn Caldwell  
Village of Romeoville

Address: 1050 W. Romeo Rd  
Romeoville, IL 60446

THE ABOVE SPACE FOR RECORDER'S OFFICE



This Environmental No Further Remediation Letter must be submitted by the remediation applicant within 45 days of its receipt, to the Office of the Recorder of Will County.

Illinois State EPA Number:

The Village of Romeoville, the Remediation Applicant, whose address is 1050 W. Romeo Rd, Romeoville, IL 60446, has performed investigative and/or remedial activities for the remediation site depicted on the attached Site Base Map and identified by the following:

1. Legal description or Reference to a Plat Showing the Boundaries: THAT PART OF BLOCK 2 OF THE PARKDALE SHOPPING CENTER, A SUBDIVISION OF PARTS OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 34, AND THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 37 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE TOWNSHIP, WILL COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 21, 1959, IN PLAT BOOK 31, ON PAGES 103 AND 104, AS DOCUMENT NUMBER 884281 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID BLOCK 2, WHICH IS THE INTERSECTION OF THE NORtherly LINE OF ALEXANDER CIRCLE AND THE WESTERLY LINE OF ILLINOIS ROUTE 53 (FORMERLY U.S. HIGHWAY 66A); THENCE SOUTH 89 DEGREES 33 MINUTES 17 SECONDS WEST ALONG THE NORtherly LINE OF ALEXANDER CIRCLE, 489.00 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 15 SECONDS WEST, 265.00 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 51 SECONDS EAST, 495.00 FEET TO SAID WESTERLY LINE OF ILLINOIS ROUTE 53; THENCE SOUTH 01 DEGREES 08 MINUTES 15 SECONDS WEST ALONG SAID LINE, 263.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS: 129,866 SQ. FT. OR 2.9813 ACRES.

2. Common Address: 12 Alexander Circle (Lot 3) and 630-638 North Independence Drive (Lot 2), Romeoville, Illinois 60446

I certify that this is a copy of an instrument recorded in my office.

*Karen A. Stukel*  
Karen A. Stukel  
Will County Recorder  
Date: 11-12-15  
# of pages: 19  
Deputy: *MSB*

1619

f

3. Real Estate Tax Index/Parcel Index Number: 12-02-34-101-016-0000
4. Remediation Site Owner: Village of Romeoville
5. Land Use: Industrial/Commercial
6. Site Investigation: Comprehensive

See NFR letter for other terms.

**(Illinois EPA Site Remediation Program Environmental Notice)**



## ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 • (217) 782-3397  
BRUCE RAUNER, GOVERNOR  
LISA BONNETT, DIRECTOR

(217) 524-3300

November 6, 2015

CERTIFIED MAIL

7013 2630 0001 4703 5196

Dawn Caldwell  
Village of Romeoville  
1050 W. Romeo Rd  
Romeoville, IL 60446

Re: 1970905180 – Will County  
Romeoville/Spartan Square Shopping Center  
Site Remediation/Technical Reports  
No Further Remediation Letter

Dear Ms. Caldwell:

The *Remedial Action Completion Report, Spartan Square Shopping Center, Romeoville, Illinois (RACR)* (received September 8, 2014/Log No. 14-57490) as prepared by V3 Companies for the above referenced site, has been reviewed and approved by the Illinois Environmental Protection Agency ("Illinois EPA"). This Report demonstrates the remediation objectives approved for the site in accordance with 35 Illinois Administrative Code Part 742, including the indoor inhalation pathway, are above the existing concentrations of regulated substances and the above report shall serve as the approved Remedial Action Completion Report.

The Remediation Site, consisting of 2.9813 acres, is located at 12 Alexander Circle (Lot 3) and 630-638 North Independence Drive (Lot 2), Romeoville, Illinois. Pursuant to Section 58.10 of the Illinois Environmental Protection Act ("Act") (415 ILCS 5/1 et seq.), your request for a no further remediation determination is granted under the conditions and terms specified in this letter. The Remediation Applicant, as identified on the Illinois EPA's Site Remediation Program DRM-1 Form (received August 21, 2008/Log No. 08-38690) is the Village of Romeoville.

This comprehensive No Further Remediation Letter ("Letter") signifies a release from further responsibilities under the Act for the performance of the approved remedial action. This Letter shall be considered *prima facie* evidence that the Remediation Site described in the attached Illinois EPA Site Remediation Program Environmental Notice and shown in the attached Site Base Map does not constitute a threat to human health and the environment for the specified recognized environmental conditions so long as the Site is utilized in accordance with the terms of this Letter.

4002 N. Main St., Rockford, IL 61103 (815) 987-7760  
595 S. State, Elgin, IL 60123 (847) 608-3131  
2125 S. First St., Champaign, IL 61820 (217) 278-5800  
2009 Main St., Collinville, IL 62234 (618) 346-5120

9511 Morrison St., Deer Park, IL 60014 (847) 294-4000  
412 SW Washington St., Suite D, Peoria, IL 61602 (309) 471-3022  
2309 W. Main St., Suite 114, Marion, IL 62959 (618) 993-7200  
100 W. Randolph, Suite 10-300, Chicago, IL 60601

PLEASE PRINT ON RECYCLED PAPER

## **Conditions and Terms of Approval**

### **Level of Remediation and Land Use Limitations**

- 1) The Remediation Site is restricted to Industrial/Commercial land use.
- 2) The land use specified in this Letter may be revised if:
  - a) Further investigation or remedial action has been conducted that documents the attainment of objectives appropriate for the new land use; and
  - b) A new Letter is obtained and recorded in accordance with Title XVII of the Act and regulations adopted thereunder.

### **Preventive, Engineering, and Institutional Controls**

The implementation and maintenance of the following controls are required as part of the approval of the remediation objectives for this Remediation Site.

#### **Institutional Controls:**

- 3) Any existing buildings or any future buildings constructed on the site must contain a full concrete slab-on-grade floor or full concrete basement floor and walls with no sumps.
- 4) Ordinance 06-392, adopted on April 5, 2006 by the Village of Romeoville, effectively prohibits the installation and use of potable water supply wells in the Area of Romeoville described in Exhibit B of the ordinance. This ordinance provides an acceptable institutional control under the following conditions:
  - a) The current owner or successor in interest of this Remediation Site who relies on this ordinance as an institutional control shall:
    - i) Monitor activities of the unit of local government relative to variance requests or changes in the ordinance relative to the use of potable groundwater at this Remediation Site; and
    - ii) Notify the Illinois EPA of any approved variance requests or ordinance changes within thirty (30) days after the date such action has been approved.
  - b) The Remediation Applicant shall provide written notification to the Village of Romeoville and to owner(s) of all properties under which groundwater contamination attributable to the Remediation Site exceeds the objectives approved by the Illinois EPA. The notification shall include:
    - i) The name and address of the local unit of government;
    - ii) The citation of Ordinance 06-392;

- iii) A description of the property for which the owner is being sent notice by adequate legal description or by reference to a plat showing the boundaries;
- iv) A statement that the ordinance restricting the groundwater use has been used by the Illinois EPA in reviewing a request for groundwater remediation objectives;
- v) A statement as to the nature of the release and response action with the name, address, and Illinois EPA inventory identification number; and
- vi) A statement as to where more information may be obtained regarding the ordinance.

c) Written proof of this notification shall be submitted to the Illinois EPA within forty-five (45) days from the date this Letter is recorded to:

Ms. P.J. Gebhardt  
Illinois Environmental Protection Agency  
Bureau of Land/RPMS #24  
1021 North Grand Avenue East  
Post Office Box 19276  
Springfield, IL 62794-9276

d) The following activities shall be grounds for voidance of the ordinance as an institutional control and this Letter:

- i) Modification of the referenced ordinance to allow potable uses of groundwater;
- ii) Approval of a site-specific request, such as a variance, to allow use of groundwater at the Remediation Site or at the affected properties;
- iii) Failure to provide written proof to the Illinois EPA within forty-five (45) days from the date this Letter is recorded of written notification to the Village of Romeoville and affected property owner(s) of the intent to use Ordinance 06-392 as an institutional control at the Remediation Site; and
- iv) Violation of the terms and conditions of this No Further Remediation letter.

#### Other Terms

- 5) Areas outside the Remediation Site boundaries or specific engineered barrier locations, as shown in the Site Base Map, are not subject to any other institutional or engineered barrier controls.
- 6) Where a groundwater ordinance is used to assure long-term protection of human health (as identified under Paragraph 4 of this Letter), the Remediation Applicant must record a copy of the groundwater ordinance adopted and administered by a unit of local government along with this Letter.

- 7) Where the Remediation Applicant is not the sole owner of the Remediation Site, the Remediation Applicant shall complete the attached *Property Owner Certification of the No Further Remediation Letter under the Site Remediation Program* Form. This certification, by original signature of each property owner, or the authorized agent of the owner(s), of the Remediation Site or any portion thereof who is not a Remediation Applicant shall be recorded along with this Letter.
- 8) Further information regarding this Remediation Site can be obtained through a written request under the Freedom of Information Act (5 ILCS 140) to:

Illinois Environmental Protection Agency  
Attn: Freedom of Information Act Officer  
Division of Records Management #16  
1021 North Grand Avenue East  
Post Office Box 19276  
Springfield, IL 62794-9276

- 9) Pursuant to Section 58.10(f) of the Act (415 ILCS 5/58.10(f)), should the Illinois EPA seek to void this Letter, the Illinois EPA shall provide notice to the current title holder and to the Remediation Applicant at the last known address. The notice shall specify the cause for the voidance, explain the provisions for appeal, and describe the facts in support of this cause. Specific acts or omissions that may result in the voidance of the Letter under Sections 58.10(e)(1)-(7) of the Act (415 ILCS 5/58.10(e)(1)-(7)) include, but shall not be limited to:
  - a) Any violation of institutional controls or the designated land use restrictions;
  - b) The failure to operate and maintain preventive or engineering controls or to comply with any applicable groundwater monitoring plan;
  - c) The disturbance or removal of contamination that has been left in-place in accordance with the Remedial Action Plan. Access to soil contamination may be allowed if, during and after any access, public health and the environment are protected consistent with the Remedial Action Plan;
  - d) The failure to comply with the recording requirements for this Letter;
  - e) Obtaining the Letter by fraud or misrepresentation;
  - f) Subsequent discovery of contaminants, not identified as part of the investigative or remedial activities upon which the issuance of the Letter was based, that pose a threat to human health or the environment;
  - g) The failure to pay the No Further Remediation Assessment Fee within forty-five (45) days after receiving a request for payment from the Illinois EPA;
  - h) The failure to pay in full the applicable fees under the Review and Evaluation Services Agreement within forty-five (45) days after receiving a request for payment from the Illinois EPA.

10) Pursuant to Section 58.10(d) of the Act, this Letter shall apply in favor of the following persons:

- a) Village of Romeoville;
- b) The owner and operator of the Remediation Site;
- c) Any parent corporation or subsidiary of the owner of the Remediation Site;
- d) Any co-owner, either by joint-tenancy, right of survivorship, or any other party sharing a relationship with the owner of the Remediation Site;
- e) Any holder of a beneficial interest of a land trust or inter vivos trust, whether revocable or irrevocable, involving the Remediation Site;
- f) Any mortgagee or trustee of a deed of trust of the owner of the Remediation Site or any assignee, transferee, or any successor-in-interest thereto;
- g) Any successor-in-interest of the owner of the Remediation Site;
- h) Any transferee of the owner of the Remediation Site whether the transfer was by sale, bankruptcy proceeding, partition, dissolution of marriage, settlement or adjudication of any civil action, charitable gift, or bequest;
- i) Any heir or devisee of the owner of the Remediation Site;
- j) Any financial institution, as that term is defined in Section 2 of the Illinois Banking Act and to include the Illinois Housing Development Authority, that has acquired the ownership, operation, management, or control of the Remediation Site through foreclosure or under the terms of a security interest held by the financial institution, under the terms of an extension of credit made by the financial institution, or any successor-in-interest thereto; or
- k) In the case of a fiduciary (other than a land trustee), the estate, trust estate, or other interest in property held in a fiduciary capacity, and a trustee, executor, administrator, guardian, receiver, conservator, or other person who holds the remediated site in a fiduciary capacity, or a transferee of such party.

11) This letter, including all attachments, must be recorded as a single instrument within forty-five (45) days of receipt with the Office of the Recorder of Will County. For recording purposes, the Illinois EPA Site Remediation Program Environmental Notice attached to this Letter should be the first page of the instrument filed. This Letter shall not be effective until officially recorded by the Office of the Recorder of Will County in accordance with Illinois law so that it forms a permanent part of the chain of title for the Spartan Square Shopping Center property.

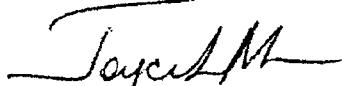
12) Within thirty (30) days of this Letter being recorded by the Office of the Recorder of Will County, a certified copy of this Letter, as recorded, shall be obtained and submitted to the Illinois EPA to:

Ms. P.J. Gebhardt  
Illinois Environmental Protection Agency  
Bureau of Land/RPMS #24  
1021 North Grand Avenue East  
Post Office Box 19276  
Springfield, IL 62794-9276

13) In accordance with Section 58.10(g) of the Act, a No Further Remediation Assessment Fee based on the costs incurred for the Remediation Site by the Illinois EPA for review and evaluation services will be applied in addition to the fees applicable under the Review and Evaluation Services Agreement. Request for payment of the No Further Remediation Assessment Fee will be included with the billing statement.

If you have any questions regarding the Spartan Square Shopping Center property, you may contact the Illinois EPA project manager, Todd Gross, at 217/524-4862.

Sincerely,



Joyce L. Mupfe, P.E., Manager  
Remedial Project Management Section  
Division of Remediation Management  
Bureau of Land

Attachments: Illinois EPA Site Remediation Program Environmental Notice  
Site Base Map  
Property Owner Certification of No Further Remediation Letter under the Site  
Remediation Program Form  
Instructions for Filing the NFR Letter

cc: Rachael Berthiaume  
V3Companies  
7325 Janes Ave.  
Woodridge IL 60517

Larry Eastep, P.E.  
Project Director  
Andrews Engineering, Inc.  
3300 Ginger Creek Drive  
Springfield, Illinois 62711

Steve Colantino  
Illinois EPA Office of Brownfields Assistance

Bureau of Land File  
P.J. Gebhardt

Site Base Map  
 1970905180-Will County  
 Romeoville/Spartan Square Shopping Center  
 Site Remediation Program

#1970905180-Will County  
 Spartan Square Shopping Center  
 Site Remediation Program

495 ft.

REMEDIAL  
SITE BOUNDARY

ILLINOIS  
ROUTE  
5A

263 ft.

62 ft.

48 ft.

Hand Contaminated

ANCHOR CIRCLE: 489 ft.

**UPTOWN SQUARE RESUBDIVISION**  
FINAL PLAT OF

FINAL PLOT OF

卷之三

11

1

1

4

1. *What is the best way to get rid of a dead body?* (10 points)

|              |         |
|--------------|---------|
| SEARCHED     | INDEXED |
| SERIALIZED   | FILED   |
| APR 12 1968  |         |
| FBI - BOSTON |         |

APPROXIMATE  
MATERIALS  
AND METHODS

SPANGLER  
Village of Pleasanton  
100 West Pleasant River  
No. Pleasant, New York

卷之三

**VILLAGE OF ROMEOVILLE  
CERTIFICATION**

STATE OF ILLINOIS )  
COUNTY OF WILL ) SS.

I, Candice Roberts, Alternate Deputy Village Clerk of the Village of Romeoville, Will County, Illinois, do hereby certify that the foregoing is a true and correct copy of Section 50.60, 50.61, 50.62, and 50.99 of the Romeoville Code of Ordinances. I, the undersigned, hereby certify that I am the duly qualified Alternate Deputy Village Clerk of the Village of Romeoville, Will County, Illinois (the Village).

Witness my hand and official seal of said Village the 24th day of June, 2009

Caroline Roberts

**Candice Roberts**  
**Alternate Deputy Village Clerk**

SEAL

§ 50.54

ROMEOWVILLEWATERWORKS SYSTEM

128

property owner shall be deemed to have impliedly consented to the foregoing limitation of liability. All such repair and replacement shall be the responsibility of the property owner. Furthermore, in the event that any damage is caused to public infrastructure during the installation of the sprinkling system, it shall be the responsibility of the contractor or homeowner to immediately report the damage to the Department of Public Works. All necessary repairs will be completed in accordance with village regulations and at the expense of the contractor or homeowner. Prior to the installation of any lawn sprinkler system within the parkway portion of any village right-of-way, the property owner shall upon installation of a sprinkler system within village right-of-way, shall, at the discretion of the village and in such form as the village may require from time to time, enter into an appropriate license agreement with the village and/or record a covenant running with the land against the site of the proposed lawn sprinkler system to memorialize the foregoing requirements and the other conditions of this subchapter. A copy of the recorded document must be submitted with the application as a condition of the issuance of the permit.

(Ord. 06-0486, passed 12-6-06)

§ 50.54 WATER RESTRICTIONS.

All lawn sprinkler systems shall adhere to the water conservation regulations outlined in § 50.41.

(Ord. 06-0486, passed 12-6-06)

§ 50.55 BOOSTER PUMP USE.

The following additional requirements shall apply to the use of any booster pump in connection with a lawn sprinkler system:

(A) Where a booster pump has been installed on the service line to or within any premises, such pump shall be equipped with a low pressure cut-off device designed to shut off the booster pump when the pressure in the service line on the suction side of the pump drops to 20 pounds per square inch or less.

(B) The manufacturer, type and size of the pump used for installation shall be provided on the permit application.

(C) It shall be the duty of the property owner to maintain the low pressure cut-off device in proper working order and to certify to the Public Works Department, at least once a year, that the device is operable.

(Ord. 06-0486, passed 12-6-06)

GENERAL PROVISIONS§ 50.60 USE OF GROUNDWATER AS A POTABLE WATER SUPPLY.

Except as to uses or methods that were in existence prior to the effective date of this

2007 8-28

section, the use or attempt to use as a potable water supply groundwater from any location within the corporate limits of the village which location is within the area described and depicted in Exhibit B, attached to Ordinance No. 06-392, passed April 5, 2006, hereto by the installation or drilling of wells or any other method is hereby prohibited, and the foregoing prohibition shall expressly include and apply to the village.

(Ord. 06-392, passed 4-5-06) Penalty, see § 50.99

§ 50.61 AUTHORIZATION.

To facilitate the enforcement and further the intention of the prohibition set forth in § 50.60, the Village President is hereby authorized and directed to execute a tiered approach to corrective action agreement in substantially the form attached to Ordinance No. 06-392, passed April 5, 2006 as Exhibit C.

(Ord. 06-392, passed 4-5-06)

§ 50.62 DEFINITIONS.

As used in §§ 50.60 and 50.61:

"PERSON" shall include any individual, partnership, copartnership, firm, company, limited liability company, corporation, association, joint stock company, trust, estate, political subdivision, or any other legal entity, or their legal representative, agents or assigns.

"POTABLE WATER" is any water used for human or domestic consumption, including but not limited to water used for drinking, bathing, swimming, washing dishes or preparing foods.

(Ord. 06-392, passed 4-5-06)

§ 50.63 PENALTY.

(A) Any person, firm, or corporation that violates any of the provisions of this title or chapter, unless otherwise specified, shall be fined not less than \$50 nor more than \$750 for each offense.

(B) In addition to any other penalties, fines or sentences that may be imposed pursuant to law, any person convicted of a violation of § 50.60 shall be subject to a fine of not less than \$100 nor more than \$750 for each offense.

(Ord. 414, passed 7-17-74; Am. Ord. 2410-96, passed 3-20-96; Am. Ord. 06-392, passed 4-5-06)

ORDINANCE NO.06-392

DATE April 5, 2006

AN ORDINANCE RESTRICTING THE USE OF GROUNDWATER AND AUTHORIZING  
THE EXECUTION OF A TIERED APPROACH TO CORRECTIVE ACTION  
AGREEMENT

WHEREAS, certain properties within the Village of Romeoville, including the property legally described in Exhibit A hereto have been used over a period of time for commercial/industrial purposes; and

WHEREAS, because of said use of the property described in Exhibit A, concentrations of certain chemical constituents in the groundwater beneath the Village may exceed Class I groundwater quality standards for potable resource groundwater as set forth in 35 Illinois Administrative Code 620 or Tier I residential remediation objectives as set forth in 35 Illinois Administrative Code 742; and

WHEREAS, the Village desires to limit potential threats to human health from groundwater contamination while facilitating the redevelopment and productive use of properties that are the source of said chemical constituents.

NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES FOR THE VILLAGE OF ROMEOVILLE, WILL COUNTY, ILLINOIS; THAT :

SECTION 1: RECITALS. The foregoing recitals are hereby incorporated into this Ordinance as if fully set forth herein.

SECTION 2: USE OF GROUNDWATER AS A POTABLE WATER SUPPLY PROHIBITED. Except as to uses or methods that were in existence prior to the effective date of this ordinance, the use or attempt to use as a potable water supply ground water from any location within the corporate limits of the Village of Romeoville which location is within the area described and depicted in Exhibit B hereto by the installation or drilling of wells or any other method is hereby prohibited, and the foregoing prohibition shall expressly include and apply to the Village of Romeoville.

SECTION 3: AUTHORIZATION. To facilitate the enforcement and further the intention of the prohibition set forth above in Section 2, the Village President is hereby authorized and directed to execute a Tiered Approach to Corrective Action Agreement in substantially the form attached hereto as Exhibit C.

SECTION 4: PENALTY. In addition to any other penalties, fines or sentences

that may be imposed pursuant to law, any person convicted of a violation of the provisions of Section 2 above shall be subject to a fine of not less than \$100.00 nor more than \$750.00 for each offense.

**SECTION 5: DEFINITIONS.** As used herein, "person" shall include any individual, partnership, copartnership, firm, company, limited liability company, corporation, association, joint stock company, trust, estate, political subdivision, or any other legal entity, or their legal representative, agents or assigns. As used herein, "potable water" is any water used for human or domestic consumption, including but not limited to water used for drinking, bathing, swimming, washing dishes or preparing foods.

**SECTION 6: SEVERABILITY.** That the various provisions of this Ordinance are to be considered severable and if any part or portion of this Ordinance shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Ordinance.

**SECTION 7: CONFLICTS.** All prior Ordinances and Resolutions, or parts thereof in conflict or inconsistent with this Ordinance are hereby expressly repealed only to the extent of such conflict or inconsistency.

**SECTION 8: REPEALER.** All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance shall be, and the same are hereby repealed.

**SECTION 9: EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

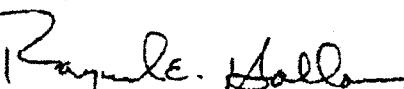
PASSED this 5th day of April, 2006 with 4 members voting aye, 0 members voting nay, the President N/A voting, with 1 members abstaining or passing and said vote being:

Linda S. Palmiter  
Dennis Veselsky  
John Noak

ABSENT  
AYE  
AYE

Dr. Edward McCartan  
Andy Goitia

AYE  
AYE

  
RAYMOND HOLLOWAY, Village Clerk

APPROVED THIS 5TH DAY OF APRIL, 2006.

Fred Dewald  
FRED DEWALD, Village President

ATTEST: Raymond Hallay  
Village Clerk

Exhibit A—Legal Description of Site

Lot 3 in Block 3 in Parkdale Shopping Center, Village of Romeoville, Illinois, a subdivision of part of the North  $\frac{1}{2}$  of the NW  $\frac{1}{4}$  of Section 34, and part of the South  $\frac{1}{2}$  of the SW  $\frac{1}{4}$  of Section 27, all in Township 37 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded August 21, 1959 as Doc. No. 884281 in Will County, Illinois

PIN 12-02-34-102-003-0000

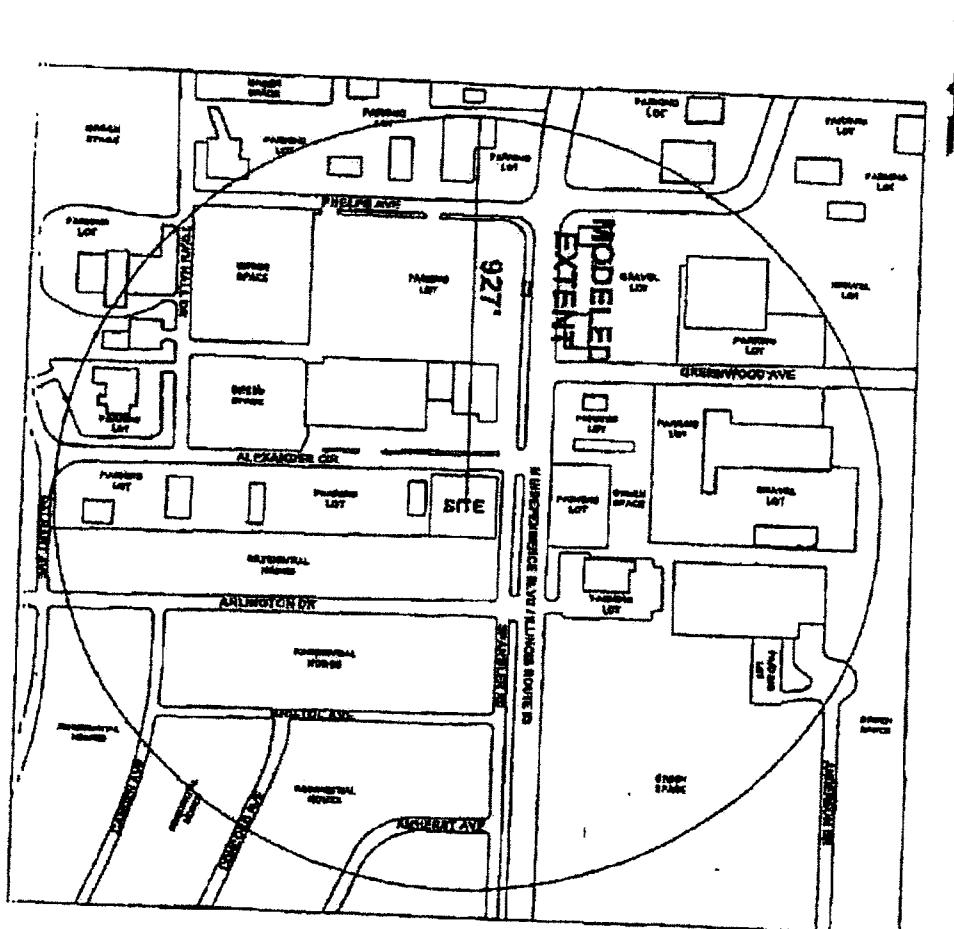
Common Address: One Alexander Circle, Romeoville, IL 60446

Exhibit B—Legal Description and Depiction of Area from Which Groundwater Use  
is Prohibited

That area depicted below which is located within 927 feet of the following described real estate in the Village of Romeoville, DuPage Township, Will County, Illinois, to wit:

Lot 5 in Block 3 in Parkdale Shopping Center, Village of Romeoville, Illinois, a subdivision of part of the North  $\frac{1}{2}$  of the NW  $\frac{1}{4}$  of Sec. 34, and part of the South  $\frac{1}{2}$  of the SW  $\frac{1}{4}$  of Sec. 27, all in Township 377 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded August 21, 1959 as Doc. No. 884281 in Will County, Illinois.

Address: One Alexander Circle, Romeoville, IL  
PIN 12-02-34-102-003-0000



**EXHIBIT E**

*Village of Romeoville, Will County, Illinois*  
**TIF Information Return and Certificate of Reimbursable Redevelopment Project Cost  
Request for Reimbursement**

\_\_\_\_\_, 20\_\_\_\_

Village or Romeoville  
Finance Department  
1050 W. Romeo Road  
Romeoville, Illinois 60446  
Attention: Kirk Openchowski

**Re: Intergovernmental Agreement between the Village of Romeoville and the 615  
Romeoville, LLC Concerning the Village of Romeoville Downtown TIF as  
approved by the Village Board through Village Resolution 2016-XXXX.**

Dear \_\_\_\_\_:

You are requested to disburse funds from the Village's Downtown Tax Increment Financing Redevelopment Project and Plan Special Tax Allocation Fund pursuant to the Agreement described above in the amount(s) and for the purpose(s) set forth in this Request for Reimbursement. The terms used in this Request for Reimbursement shall have the meanings given to those terms in the Agreement and the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, as from time to time supplemented and amended.

1. Request for Reimbursement No.: \_\_\_\_\_
2. Payment Due to: \_\_\_\_\_
3. Amount to be Disbursed: \_\_\_\_\_
4. The amount requested to be disbursed pursuant to this Request for Reimbursement will be used to reimburse the Developer for those Redevelopment Project Costs detailed in the Agreement.
5. The undersigned states and certifies that:
  - (i) the amount included in above were made or incurred or financed and were necessary for the Project and were made or incurred in accordance with the construction contracts, plans and specifications heretofore in effect;

- (ii) the amounts paid or to be paid, as set forth in this Request for Reimbursement, represents a part of the funds due and payable for Redevelopment Project Costs;
- (iii) the expenditures for which amounts are requisitioned represent proper Redevelopment Project Costs as identified and described in the Agreement, have not been included in any previous Request for Reimbursement, for which payment was received, have been properly recorded on the Developer's books with paid bills, invoices, lien waivers, canceled checks or other evidence attached for all sums for which reimbursement is requested;
- (iv) the moneys requisitioned are not greater than those necessary to meet obligations due and payable or to reimburse the Developer for its funds actually advanced for Redevelopment Project Costs;
- (v) the amount of Redevelopment Project Costs to be reimbursed in accordance with this Request for Reimbursement, together with all amounts reimbursed to the Developer pursuant to the Agreement, is not in excess of \$275,000;
- (vi) there has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith;
- (vii) all necessary permits and approvals required for the portion of the Project for which this certificate relates have been issued and are in full force and effect;
- (viii) all work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement;
- (ix) the Developer is not in default under the Agreement and nothing has occurred to the knowledge of the Developer that would prevent the performance of its obligations under the Agreement;
- (x) the requested payment or reimbursement are for expenditures that are permissible and eligible under the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, as from time to time supplemented and amended;

(xi) the Developer certifies that all other conditions of the Agreement have been met.

6. Attached to this Request for Reimbursement are copies of all required paid bills and invoices, lien waivers, canceled checks and other evidence covering all items for which reimbursement is being requested and as required by the Village, and a copy of the Eligible Redevelopment Project Cost on which it has been noted all Eligible Redevelopment Project Costs heretofore reimbursed to the Developer.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

615 Romeoville, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

State of Illinois )  
 ) SS.  
County of \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered the said instrument, as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Notary Public  
My commission expires \_\_\_\_\_

Approved for payment this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Village of Romeoville, Illinois a municipal corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT F

### Memorandum of Commencement Date

This Memorandum of Commencement Date ("Memorandum") dated, \_\_\_\_\_, 2016 is entered into between 615 Roosevelt, LLC ("Developer") and the Village of Romeoville ("Village").

#### Witnesseth

The parties agree that the "Commencement Date" as such term is defined in the Development Agreement between the Developer and the Village dated \_\_\_\_\_, 2015, occurred on \_\_\_\_\_, 2016.

615 Roosevelt, LLC

By: \_\_\_\_\_  
Sebastian S. Palumbo, Manager

Village of Romeoville, an Illinois  
Municipal Corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT G**  
**DECLARATION OF COVENANTS**

**COPY**

**R2016005363**

KAREN A. STUKEL  
WILL COUNTY RECORDER  
RECORDED ON  
01/22/2016 10:32:55 AM  
REC FEE: 41.75  
IL RENTAL HSNG:  
PAGES: 8  
LEH

## **Declaration of Covenants, Conditions and Restrictions**

Prepared by and Return to  
Village of Romeoville  
Candice Roberts  
1050 W Romeo Rd  
Romeoville, IL 60446

**DECLARATION OF  
COVENANTS,  
CONDITIONS AND  
RESTRICTIONS**

After Recording, Mail to:

Jean A. Kenol  
Mahoney, Silverman & Cross, LLC  
822 Infantry Drive, Suite 100  
Joliet, IL 60435

Prepared by:

Jean A. Kenol  
Mahoney, Silverman & Cross, LLC  
822 Infantry Drive, Suite 100  
Joliet, IL 60435

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS FOR  
UPTOWN SQUARE RESUBDIVISION  
ROMEoville, ILLINOIS**

This Declaration of Covenants, Conditions and Restrictions ("Declaration") is made this 12 day of December 2015 by the Village of Romeoville, an Illinois Municipal Corporation ("Declarant").

**RECITALS**

WHEREAS, Declarant is the fee simple title holder of the real property commonly known as the Uptown Square Resubdivision located in Romeoville, Illinois ("Property") and legally described in Exhibit "A" of this Declaration, which is attached hereto and incorporated herein by reference; and

WHEREAS, Declarant intends to sell portions of the Property, restricting it in accordance with a common plan designed to preserve the value and amenities of the Property for the benefit of its future owners;

NOW, THEREFORE, Declarant declares that the real property described in Exhibit "A" is and shall be held, sold, conveyed, transferred, mortgaged, assigned and encumbered subject to the terms, provisions, covenants, restrictions, conditions, reservations hereinafter set forth, all of which are declared to be for the purpose of enhancing and protecting the value, desirability, attractiveness, and harmonious and proper use of the Property. These covenants, restrictions, provisions, conditions and reservations shall run with the Property and shall be binding upon all the parties having or acquiring any right, title, or interest in the property described in Exhibit "A", and shall inure to the benefit or burden of each owner thereof.

## **ARTICLE 1 DEFINITIONS**

1.01 Convenience Store shall mean a store stocking a range of household goods, groceries and packaged liquor.

1.02 Delicatessen shall mean a store selling cold cuts, cooked meats, cheeses, and a variety of salads, as well as a selection of food that is already prepared or requires little preparation. It shall not mean a fast food sandwich shop such as Subway.

1.03 Declarant shall mean the Village of Romeoville, a municipal organization who is the current owner of the Property, and its successors and assigns.

1.04 Force Majeure shall mean acts of God, war, civil commotion, riots, strikes, picketing or other labor disputes, unavailability of labor, utilities or materials, damage by reason of fire or other casualty, or any other cause beyond the reasonable control of such person or entity.

1.05 Owner shall mean BG Investment Group LLC, an Illinois limited liability company, and its successors and assigns.

1.06 Pasta shall mean any Italian cuisine incorporating unleavened dough in any variety including but not limited to: spaghetti, ravioli, macaroni, etc.

1.07 Physical Therapy shall mean the treatment of disease, injury, or deformity by physical methods such as massage, heat treatment, and exercise.

1.08 Restaurant shall mean an establishment where customers can sit down or carry out prepared meals.

1.09 Village Sports Center shall mean the Romeoville Athletic and Events Center located at 55 Phelps Ave, Romeoville IL 60446.

## **ARTICLE 2 GENERAL RESTRICTIONS**

2.01 Provided a Restaurant is in operation on Lot 1 on or before December 1, 2016, then, with the exception of Lot 1, the Property, or any part thereof, shall not be utilized for the sale of pizza, whether in a Restaurant or by any other method. This restriction shall remain on the Property as long as the Restaurant located on Lot 1 is in operation, except for closures due to instances of Force Majeure, casualty or periods of maintenance and repair not to exceed one hundred eighty (180) days at any given time. For purposes of this Section 2.01, "in operation" shall mean that the Restaurant is open for business at least six (6) days a week. Notwithstanding the above, the Declarant may sell pizza in the Village Sports Center and its parking lot.

2.02 Provided a Restaurant is in operation on Lot 1 on or before December 1, 2016, then, with the exception of Lot 1, the Property, or any part thereof, shall not be utilized as a Restaurant or other operation in which five (5%) percent or more of its annual gross revenue is derived from the sale of Pasta. This restriction shall remain on the Property as long as the Restaurant located on Lot 1 is in operation, except for closures due to instances of Force Majeure, casualty or periods of maintenance and repair not to exceed one hundred eighty (180) days at any given time. For purposes of this Section 2.02, "in operation" shall mean that the Restaurant is open for business at least six (6) days a week.

2.03 Provided a Convenience Store is in operation on Lot 1 on or before December 1, 2016, then, with the exception of Lot 1, the Property, or any part thereof, shall not be utilized as a Convenience Store. This restriction shall remain on the Property as long as the Convenience Store located on Lot 1 is in operation, except for closures due to instances of Force Majeure, casualty or periods of maintenance and repair not to exceed one hundred eighty (180) days at any given time. For purposes of this Section 2.03, "in operation" shall mean that the Convenience Store is open for business at least six (6) days a week.

2.04 Provided a Convenience Store is in operation on Lot 1 on or before December 1, 2016, then, with the exception of Lot 1, the Property, or any part thereof, shall not be utilized by any business in which more than twenty (20%) percent of its annual gross revenue is derived from the sale of packaged liquor. This restriction shall remain on the Property as long as the Convenience Store located on Lot 1 is in operation, except for closures due to instances of Force Majeure, casualty or periods of maintenance and repair not to exceed one hundred eighty (180) days at any given time. For purposes of this Section 2.04, "in operation" shall mean that the Convenience Store is open for business at least six (6) days a week.

2.05 Provided a Delicatessen is in operation on Lot 1 on or before December 1, 2016, then, with the exception of Lot 1, the Property, or any part thereof, shall not be utilized as an establishment in which more than twenty (20%) percent of its annual gross revenue are derived from the sale of items typically sold in a Delicatessen. This restriction shall remain on the Property as long as the Delicatessen located on Lot 1 is in operation, except for closures due to instances of Force Majeure, casualty or periods of maintenance and repair not to exceed one hundred eighty (180) days at any given time. For purposes of this Section 2.04, "in operation" shall mean that the Convenience Store is open for business at least six (6) days a week.

2.06 The Property, or any part thereof, shall not be utilized as an establishment that engages in any form of Physical Therapy as long as the January 21, 2015 Naming Rights and Space Leasing Agreement, or any extension thereof, entered into between the Village of Romeoville and Edward Hospital is in effect.

2.07 Except for the easements set forth on the Final Plat of Subdivision, the parking area contained on Lot 1 shall be for the exclusive use of Owner, its tenants, occupants

and invitees and no other party shall have any rights to utilize such parking area (or any other portion of Lot1). Notwithstanding the above, the Declarant shall be permitted to utilize the parking area for public special events under terms mutually agreeable to the parties.

### **ARTICLE 3 PENALTIES & ENFORCEMENT**

3.01 The foregoing covenants shall be enforceable by Declarant or its respective successors and assigns, at law or in equity and in all events by Owner or its respective successors and assigns. Without limitation of the foregoing, Declarant, Owner or their respective successors and assigns, shall have the right to recover damages for any breach of such covenant, including without limitation all attorneys' fees incurred in connection therewith, and shall have a right to obtain a restraining order or other injunctive relief prohibiting the violation of such covenant.

### **ARTICLE 4 MISCELLANEOUS**

4.01 Partial Invalidity. Invalidation of any of this Declaration or any part thereof by judgment or court order shall in no way affect any of the other provisions, all of which shall remain in full force and effect.

4.02 Interpretation. Any discrepancy, conflict or ambiguity which may be found herein shall be resolved and determined by Declarant and, in the absence of any adjudication by a court of competent jurisdiction to the contrary, such resolution and determination shall be final.

4.03 Captions. The captions and organizational numbers and letters appearing in this Declaration or inserted only as a matter of convenience and neither in any way define, limit, construe or describe the scope of interest of this Declaration nor in any way modify or affect this Declaration.

4.04 Governing Law. This Declaration shall be governed by the laws and decisions of the State of Illinois and shall be enforced in the Circuit Court of Will County, Illinois.

4.05 Amendments and Release. The Village of Romeoville can, from time to time, and without other approval or authorization, amend or release this Declaration to remove the applicable restrictions in the event the business required to be operating is no longer "in operation" beyond all periods of Force Majeure, casualty or periods of maintenance and repair allowed thereunder as provided by 2.01, 2.02, 2.03, 2.04, 2.05 and 2.06 by notifying the affected party thereof in writing and recording such amendment(s) or release in the Office of the Will County Illinois Recorder of Deeds. All other amendments shall be required to be executed by the Declarant and all other owners of any portion of the Property.

4.06 Entire Agreement. This Declaration constitutes the sole agreement of the parties with respect to its subject matter. It supersedes any prior written or oral agreements or communications between the parties including but not limited to the revised and amended Redevelopment Agreement entered into between the Village of Romeoville and BG Investment Group LLC on December 23, 2015 and the Redevelopment Agreement entered into between the Village of Romeoville and 615 Romeoville, LLC.

IN WITNESS WHEREOF, the Village of Romeoville has caused its corporate seal to be hereunto affixed, and has caused its name to be signed to these presents by its Village President, and attested by its Village Clerk.

*{signature page to follow}*

Dated this 23rd day of December, 2015

**VILLAGE OF ROMEOVILLE:**

By: John Noak

John Noak

Its: Village President

**ATTEST:**

By: Bernice E. Holloway

Bernice Holloway

Its: Village Clerk

State of Illinois      )  
                            )  
                            ) §

County of Will      )  
                            )

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that John Noak, personally known to me to be the Village President of the Village of Romeoville and Bernice Holloway, personally known to me to be the Village Clerk of the Village of Romeoville, and personally known to me to be the same person(s) whose name(s) are subscribed to the forgoing instrument, appeared before me this day in person and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 23rd day of December, 2015

Candice M. Roberts  
(Notary Public)

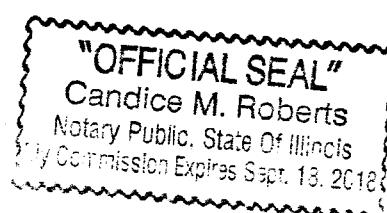


Exhibit A  
Legal Description

FINAL PLAT OF UPTOWN SQUARE RESUBDIVISION BEING A RESUBDIVISION OF PART OF  
BLOCK 2 IN THE PARKDAIE SHOPPING CENTER SUBDIVISION, A SUBDIVISION OF PART OF THE  
NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 34 AND PART OF THE SOUTH HALF  
OF THE SOUTHWEST QUARTER OF SECTION 27, ALL IN TOWNSHIP 37 NORTH, RANGE 10 EAST  
OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE TOWNSHIP, WILL COUNTY, ILLINOIS.

PIN: 12-02-34-101-016-0000

## ***Request for Village Board Action***

**Date:** **January 29, 2016**

**Description/Title:** Approving a Development Agreement with 615 Romeoville, LLC

## **Workshop X**      **Regular**

**Summary:** We have been working with the proposed developer for Outlot 2 to finalize the development agreement. Following are some of the highlights of the agreement and project timeline.

The developer has represented to the Village that it would not be able to complete the redevelopment project without the assistance of tax increment financing and the conveyance of the Redevelopment Property.

## The agreement .....

- Provides for the construction of a 9,400 s.f. retail building with a 2,400 sf drive through.
- Contemplates the Village paying for and reimbursing the Developer for a portion of the TIF eligible costs in the amount of \$275,000.
- Storm water to be constructed by the Village (stormwater handled by existing improvements)
- Parking lot to be designed by the Village
- Property conveyed to the Developer for \$1.00
- In the event that the Developer does not have signed leases with two tenants (one of which is a bank) for approximately 3400 square feet on or before April 6, 2016, the Developer may terminate this Agreement
- We must close on the property within 30 days of April 6<sup>th</sup>
- They must start construction by May 1<sup>st</sup>
- Construction must be completed by May 1, 2017.

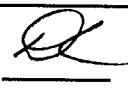
- If the Project is not in operation on or before May 1, 2017, the Developer shall pay all of the Overall Incentive Amount received by the Developer to the Village.
- In the event that the Developer transfers, conveys, or otherwise relinquishes the Redevelopment Property conveyed to it by the Village within a period of three (3) years from the May 1, 2016 date, the Developer shall repay a prorated portion of the Overall Incentive Amount
- The overall incentive amount is considered the Value of the Redevelopment Property, which is \$675,000.00, and the amount of any TIF Incentive Amount paid to the Developer

All other approvals have been granted on this project including approval of the building plans.

We have also been informed that they have reached an agreement with Harris Bank, therefore we are confident this project will move forward.

**Action Requested by Village Board:** None

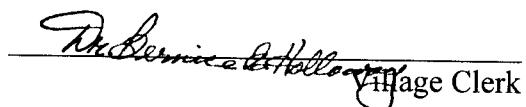
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**Prepared by:** D. Caldwell **Proofed by:** \_\_\_\_\_ **Village Manager:**   
AJM

RES16-2057  
Date: 2/03/16

A Resolution Authorizing a Development Agreement (615 Romeoville LLC)

Published in Book and Pamphlet Form  
This 11th day of February, 2016  
By the Corporate Authority of the  
Village Of Romeoville

  
\_\_\_\_\_  
Village Clerk