

AN ORDINANCE AUTHORIZING
THE EXECUTION OF A REDEVELOPMENT AGREEMENT

WHEREAS, the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et. seq. authorizes municipalities that have adopted tax increment allocation financing within a duly authorized and approved redevelopment area may, pursuant to and in furtherance of a redevelopment plan, enter into redevelopment agreements with entities proposing to develop projects within such a redevelopment area, which agreements may authorize the use of tax increment to pay redevelopment project costs in connection with such projects; and

WHEREAS, the redevelopment agreement attached hereto as Exhibit A proposes the use of tax increment by the Village to defray certain redevelopment project costs with respect to landscaping, berming, fencing and entrance improvements within a Village-approved redevelopment area and in furtherance of a Village-adopted redevelopment plan, upon such terms and conditions as are set forth therein.

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: AUTHORIZATION. The Village President and Clerk are hereby respectively authorized and directed to execute and attest to the execution of an agreement in substantially the form attached hereto as Exhibit A.

SECTION 3: 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 4: 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prior Ordinances and Resolutions, or parts thereof in conflict or inconsistent with this Ordinance are hereby expressly repealed only to the extent of such conflict or inconsistency.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 5: 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or parts of Ordinances in conflict with any of the provisions of this Ordinance shall be, and the same are hereby repealed.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 6: 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 August, 2009 with 6 members voting aye, 0 members voting nay, the President N/A voting, with 0 members abstaining or passing and said vote being:

Linda S. Palmiter AYE
Jose Chavez AYE
Dave Richards AYE

Dr. Edward McCartan AYE
Sue A. Micklevitz AYE
Brian Clancy AYE

Raymond Holloway
Raymond Holloway, Village Clerk

APPROVED THIS 5TH DAY OF AUGUST, 2009.

John Noak
John Noak
Village President

Attest: Raymond Holloway
Raymond Holloway
Village Clerk

Exhibit A—Redevelopment Agreement

REDEVELOPMENT AGREEMENT

THIS AGREEMENT is made as of the 5 day of August, 2009, by and between the VILLAGE OF ROMEOVILLE, an Illinois Home Rule municipality, Will County, Illinois, and Pal Group, Inc., an Illinois corporation.

DEFINITION OF GENERAL TERMS

For the purpose of this Agreement, the following terms shall have the meanings as hereinafter indicated:

- A. **"Act"**: Shall mean the Tax Increment Allocation Redevelopment Act found at 65 ILCS 5/11-74.4-1 et. seq., including all amendments thereto.
- B. **"Agreement"**: Shall mean this Agreement, as amended or supplemented at the time in question.
- C. **"Developer"** Shall mean Pal Group, Inc., an Illinois corporation.
- D. **"Marquette Redevelopment Project Area"**: Shall mean that tract of land sometimes also hereinafter referred to as the Marquette TIF District as approved and adopted by Ordinance No. 2010-89, and as supplemented and affirmed by Ordinance No. 05-0238.
- E. **"Marquette Redevelopment Plan"**: Shall mean that certain document entitled "Village of Romeoville, Tax Increment Redevelopment Plan and Project for the Marquette Tax Increment Finance Redevelopment Project Area" approved and adopted pursuant to Ordinance No. 2009-89, as amended by Ordinance No. 05-0237.
- F. **"Redevelopment Improvements"**: Shall mean the performance of certain landscaping, berthing, fencing, retaining wall and entry way improvements, all as described more particularly in the plans therefor prepared by Gary R. Weber and Associates, bearing last revision

date of July 22, 2009, a copy of which is attached hereto and incorporated herein as Exhibit A.

G. **"Downtown Redevelopment Plan"**: Shall mean that certain document entitled "Village of Romeoville, Tax Increment Redevelopment Area Redevelopment Plan and Project for the Downtown Area Redevelopment Project Area" approved and adopted pursuant to Ordinance No. 05-0241, as amended.

H. **"Downtown Redevelopment Project Area"**: Shall mean that tract of land sometimes also referred also referred to herein as the "Downtown TIF District" as approved and adopted by Ordinance No. 05-0240, as amended.

I. **"Redevelopment Project Costs"**: Shall mean those redevelopment project costs defined in Section 11-74.4-3(q) of the Act.

J. **"Redevelopment Site"**: Shall mean the tract of land legally described in Exhibit B hereto, located within the boundaries of the Marquette TIF District.

K. **"STAF"**: Shall collectively mean and refer to both of the Special Tax Allocation Funds respectively established by the Village in connection with Marquette TIF District and the Downtown TIF District to receive deposits of Tax Increment from each of such TIF Districts, in accordance with the Act.

L. **"Village"**: Shall mean the Village of Romeoville, a home rule municipal corporation located at 13 Montrose Drive, Romeoville, Will County, Illinois.

- PREAMBLE -

DESIGNATION OF REDEVELOPMENT

PROJECT AREA

A. Adoption and Qualification as a TIF:

1. Marquette TIF District. By Ordinance Nos. 2009-89 and 2010-89, both passed June 6, 1989, (as the same have subsequently been amended, affirmed and/or supplemented by Ordinance Nos. 05-0238 and 05-0237 adopted on January 10, 2005) the Village designated the Marquette TIF District as a Redevelopment Project Area, adopted tax increment allocation financing therein, and directed that the portion, if any, of real property taxes which are attributable to the increase in the current equalized assessed valuation of each lot, block, tract or parcel of real property in the Redevelopment Project Area over and above the initial equalized assessed value of each property in the Redevelopment Project Area (such portion sometimes referred to herein as "Tax Increment") shall be allocated to and, when collected, shall be paid to the Village Treasurer who shall deposit said funds in the STAF for the purpose of paying Redevelopment Project costs and obligations incurred in the payment thereof.

2. Downtown TIF District. By Ordinance Nos. 05-0240 and 05-0241, both passed January 10, 2005, and as subsequently amended in the manner provided for by law, Village designated the Downtown TIF District as a Redevelopment Project Area, adopted tax increment allocation financing therein, and directed that the portion, if any, of real property taxes which are attributable to the increase in the current equalized assessed valuation of each lot, block, tract or parcel of real property in the Redevelopment Project Area over and above the initial equalized assessed value of each property in the Redevelopment Project Area (such portion sometimes referred to herein as "Tax Increment") shall be allocated to and, when collected, shall be paid to the Village Treasurer who shall deposit said funds in the STAF for the purpose of paying

Redevelopment Project costs and obligations incurred in the payment thereof.

3. Contiguity of Marquette TIF District and Downtown TIF District; Payment of Redevelopment Project Costs. The Marquette TIF District and Downtown TIF District are contiguous to one another, and, in accordance with the Act, Tax Increment received from either such TIF District may be used to pay Redevelopment Project Costs incurred in the other contiguous TIF Districts, but the total amount of such Tax Increment so used, when added to other amounts used to pay Redevelopment Project Costs within the relevant TIF District, shall not exceed the total Redevelopment Project Costs set forth in the Redevelopment Plan therefor.

B. Objectives: The reasons for establishing the Downtown Redevelopment Project Area and the Marquette Redevelopment Project Area are to encourage development of vacant sites and reactivation or redevelopment of certain improved, but unused, sites located therein for the general benefit of the public, users of facilities located within the Downtown Redevelopment Project Area or the Marquette Redevelopment Project Area, and local residents.

C. Incentives: To achieve the aforementioned objectives, and to realize the resultant benefits, the Village will provide specific incentives (as hereinafter described) to the Developer, in exchange for the Developer's completion of the Redevelopment Improvements, all as more fully set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and representations hereinbefore, and hereinafter, set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I
CONSTRUCTION OF
REDEVELOPMENT IMPROVEMENTS

1.1 **Developer to Construct Redevelopment Improvements:** In consideration of the incentives provided by the Village as hereinafter described, the Developer shall on or before August 5, 2010, fully complete all of the Redevelopment Improvements as set forth in Exhibit A.

1.2 **Developer to Maintain Redevelopment Site in a Safe and Sightly Manner in Conformance with all Applicable Laws and Ordinances:** Developer and its successors and assigns shall, at all times occupy, use and maintain the Redevelopment Improvements in conformance with all applicable laws, ordinances, and regulations.

1.3 **Developer Designation of Landscape Easement for Redevelopment Improvements:** On or before August 5, 2010, Developer shall record against the Redevelopment Site a landscape easement, the form and substance of which shall be subject to the review and approval of the Village and the Developer, to facilitate the preservation, maintenance and continued existence of the Redevelopment Improvements. Said landscape easement shall remain in full force and effect from after its recordation unless the Village shall consent to the release or modification thereof, provided further however, that the Village shall not unreasonably withhold such consent when the requested release or modification of said landscape easement is made in connection with Developer's request to rezone or redevelop the Redevelopment Site in compliance with the B-1, B-2 or B-3 Business District regulations of the Village Zoning Ordinance.

ARTICLE II
DEVELOPMENT INCENTIVES

2.1 **Redevelopment Project Cost Advancement:** The Village has entered into this Agreement in furtherance of the Marquette Redevelopment Plan, and, directly in connection therewith, agrees to advance to Developer from the STAF a portion of the Developer's costs in constructing the Redevelopment Improvements in a total amount not to exceed the sum of \$30,000.00, as Redevelopment Project Costs thereunder, in the manner hereinafter set forth, but subject at all times to the availability of such amount in the Village's STAF. Such advancements shall be made as follows: Subject to Developer's presentation to Village of a contract with a qualified contractor approved by the Village and the issuance of any required permits for the Redevelopment Improvements in accordance with the applicable ordinances of the Village, Village shall advance to Developer one-half of the total cost to complete the Redevelopment Improvements, with such advance to be made upon completion of the Redevelopment Improvements, the presentation to Village by Developer of fully paid invoices therefor, and the inspection and approval of the Redevelopment Improvements by the Village, and with the total amount of such advance not to exceed the sum of \$30,000.00. Developer shall be directly and solely responsible for all costs to complete the Redevelopment Improvements incurred in excess of Village's advance as herein described.

ARTICLE III

ADDITIONAL DEVELOPER OBLIGATIONS

3.1 **Default by Developer:** Payments to be made by Village to Developer hereunder shall be subject to the availability in the STAF of sufficient funds therefor not otherwise required for the payment of Redevelopment Project Costs or other obligations to which the Village has previously committed itself in accordance with the Act; in the event that the funds necessary to

make a payment are not available in whole or in part at the time such payment is due, the Village may defer making the remainder of such advancement and any subsequent advancements until such time as sufficient funds may be available within the STAF. Said payments shall cease entirely upon the occurrence of any one or more of the following events (which events shall be deemed a breach of Developer's obligations hereunder), or, if such payments have already been already made as of the occurrence of any of such events, shall become immediately reimbursable to the Village STAF, notwithstanding any contrary provision hereof:

- a. The Developer (or its successors or assigns) ceases at any time during the term of this Agreement to occupy and operate the Redevelopment Improvements in accordance herewith without the prior written consent of the Village, which shall not be unreasonably withheld;
- b. The Developer has sold, assigned, or otherwise transferred the Redevelopment Site during the term of this Agreement without first having obtained the written consent of the Village, which consent shall not be withheld unreasonably; or
- c. Developer defaults in the performance or in the observance of, or in compliance with any of its covenants, agreements, or obligations, or breaches or violates any of its representations contained in this Redevelopment Agreement.

3.2 **Village Vehicle Parking.** The parties acknowledge that Village, through its Fire Department, conducts training exercises that require the use of passenger motor vehicles, and that the Village is presently in need of a parking or storage area for certain of these vehicles. In consideration of the development incentives extended hereunder, Developer shall during the term of this Agreement, provide the Village and its Fire Department with a parking/vehicle storage area on the Redevelopment Site measuring 100 feet by 20 feet, to allow for the parking or storage of up

to fifteen such vehicles on the Redevelopment Site, as generally depicted on Exhibit B-1, a copy of which is attached hereto and incorporated herein. Village's parking and storage of such vehicles shall be without the imposition of any rent or fee therefor, but shall be subject to Developer's standard indemnification and insurance requirements, and shall further be subject to the conditions hereinafter set forth: a) Village access to the vehicles shall only be available during Developer's regular business hours at the Redevelopment Site, or at such other times as may be mutually approved by Village and Developer, b) Upon request of the Developer, Village shall relocate the aforesaid vehicles to other locations within the Redevelopment Site as designated by the Developer, c) Village shall refrain from conducting any actual training activities on the Redevelopment Site, and shall confine its activities thereon solely to parking and storage of vehicles as hereinabove contemplated. Prior to the commencement of the Village's parking of vehicles on the Redevelopment Site pursuant to this Article 3.2, Developer and Village shall memorialize the foregoing terms by executing Developer's standard written lease containing such terms.

ARTICLE IV

COMPLIANCE WITH LAW

4.1 **Defense of TIF District:** In the event that any court or governmental agency having jurisdiction over enforcement of the Act and the subject matter contemplated by this Agreement shall determine that this Agreement, or payments to be made hereunder are contrary to law, or in the event that the legitimacy of any TIF District of the Village is otherwise challenged before a court or governmental agency having jurisdiction thereof, the Village will defend the integrity of the TIF District, and this Agreement, and the Developer shall support and reasonably cooperate with

the Village's efforts to this end. In the event of an adverse lower court or agency ruling, payments shall be suspended during the pendency of any appeal thereof, but such payments shall be reinstated retroactively if such adverse ruling is reversed by the reviewing court or agency. The Village shall not intentionally seek to set aside, or otherwise challenge, its obligations under this Agreement.

4.2 **Opinion of Counsel for Developer:** Prior to adoption of this Agreement by the Village in Ordinance form, Developer shall furnish the Village with an opinion of its counsel stating that to the best of the Developer's knowledge and belief, that the Developer has taken all legally required actions necessary for the approval of this Agreement, and that the performance of the other terms and provisions contemplated by the Redevelopment Agreement are in compliance with all applicable laws, rules, and regulations, federal, state and local.

4.3 **Information Return:** Developer will be requested to complete an annual TIF Allocation Information Return on a form provided by the Village. This return will assist the Village in administering the TIF District. This return will request such information as the Village shall deem relevant to carrying out the objectives of the Marquette Redevelopment Plan. Timely, truthful, completion and filing of the TIF Allocation Information Return shall be a condition of Developer's receipt of payments hereunder.

4.4 **Prevailing Wage; Non-Discrimination:** In accordance with 820 ILCS 130/1 et. seq., contractors engaged by the Developer shall pay their laborers, mechanics, and other workers the prevailing wage. The prevailing rate of wages means the hourly cash wages plus fringe benefits for health and welfare, insurance, vacations, and pensions paid generally in Will County to employees engaged in work of a similar character on public works. Further, the Developer and all contractors engaged by the Developer shall comply fully with all applicable federal, state

and local laws or regulations prohibiting discrimination in employment and promoting equal opportunity in employment.

ARTICLE V

NOTICE

5.1 **Form:** All notices and demands required hereunder shall be in writing and shall be deemed given when delivered personally or three (3) days after deposit in the United States Mail, postage prepaid, certified, with return receipt requested, addressed to the parties as follows:

With a copy to: Raymond E. Meader
Tracy, Johnson & Wilson
2801 Black Road
Joliet, Illinois 60435

If to the Developer: Pal Group, Inc.
310 Center Street
Hillside, IL 60162
Attn.: Sebastian S. Palumbo

With a copy to: O'Rourke, Hagan, Fowler & Dwyer
10. S. LaSalle Street
Suite 2900
Chicago, IL 60603
Attn.: William T. Dwyer, Jr.

ARTICLE VI

GENERAL

6.1 **Curative Period:** If the Developer shall default in the performance or observance of, or in compliance with, any of its covenants, agreements, and obligations, or breach or violate any of its representations contained in this Agreement, then Developer shall have a ten (10) day period ("Developer's Curative Period") after the date of notice of default from the Village within which time to correct or cure such default, breach, or violation. If, within Developer's Curative Period, Developer cannot cure or correct such default, breach, or violation, then the Village shall be relieved of making any further payments hereunder, in addition to all other remedies available to the Village under the law or otherwise under this Agreement.

6.2 **Incorporation of Recitals:** The definitions and recitals set forth in the Definition of General Terms and Preamble are hereby specifically incorporated into this Agreement.

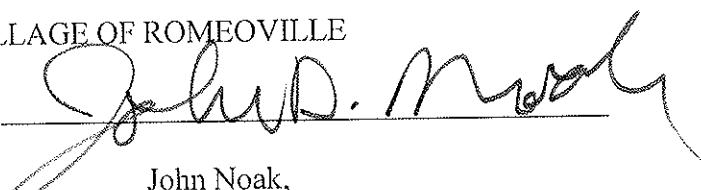
6.3 **Entire Agreement:** The terms and conditions set forth in this Agreement and its Exhibits supersede all prior oral and written understandings and constitute the entire agreement between the Village and Developer.

6.4 **Binding Upon Successors in Interest; Term:** This Agreement shall be binding upon the parties hereto and their respective heirs, successors, administrators, assigns, or other successors in interest, for a term commencing on the date first above named, and ending contemporaneously with the termination of the Marquette TIF District or the Downtown TIF District, whichever is later, provided, however, that the Developer's obligations under Sections 1.2 hereunder shall survive any such termination of this Agreement.

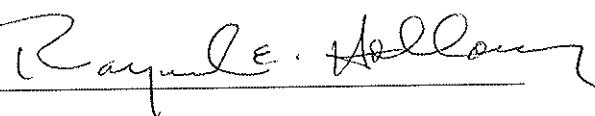
6.5 **Titles of Paragraphs:** Titles of the several parts, paragraphs, sections, or articles of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any provision.

IN WITNESS WHEREOF, this Agreement is executed as of the date first written above.

VILLAGE OF ROMEOVILLE

By: 

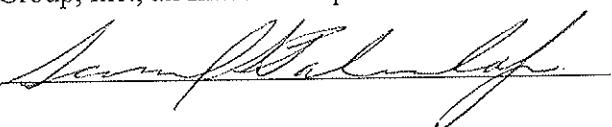
John Noak,
Village President

Attest: 

Raymond Holloway,
Village Clerk

Developer

Pal Group, Inc., an Illinois Corporation

By: 

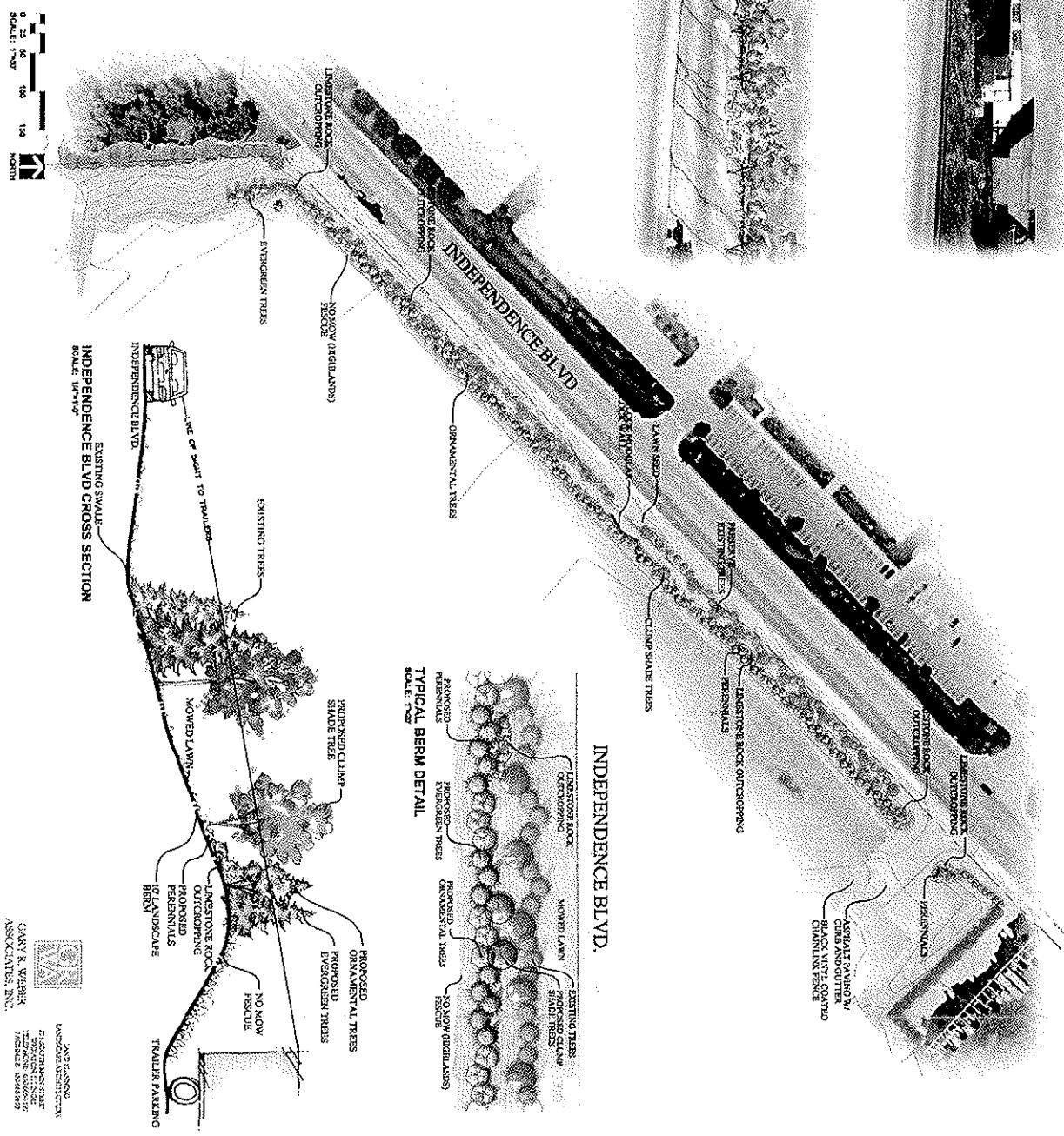
Attest: 

Exhibit A—Landscape Plan

**PALUMBO SITE
ROMEovILLE, ILLINOIS
LANDSCAPE PLAN**

7722/109

7722/109



INDEPENDENCE BY VOTE

Exhibit B—Legal Description

PARCEL 1:

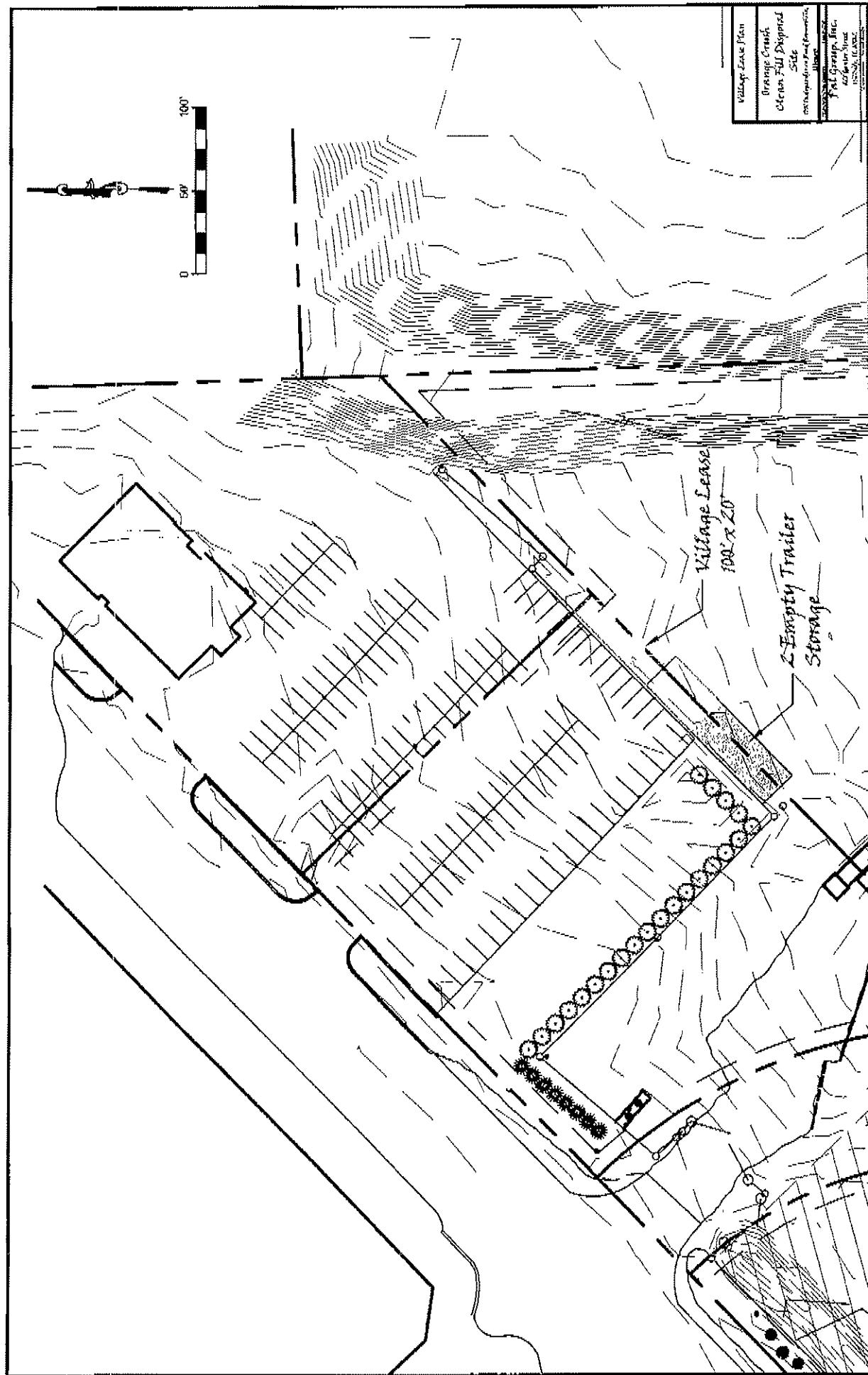
LOTS 2 THROUGH 6, IN MARQUETTE CENTER BUSINESS AND INDUSTRIAL PARK, UNIT THREE, BEING A SUBDIVISION OF PART OF SECTION 27, TOWNSHIP 37 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 20, 1973, AS DOCUMENT NO. R73-37170, (EXCEPTING THEREFROM THE FEE SIMPLE TITLE THEREOF TO THAT PART OF LOTS 4 AND 5 VESTED IN THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS, BY ORDER ENTERED NOVEMBER 30, 2000 IN CASE NO. 00ED159 TAKEN FOR ILLINOIS ROUTE 53), IN WILL COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF MARQUETTE CENTER BUSINESS AND INDUSTRIAL PARK UNIT THREE RECORDED AS DOCUMENT NO. R73-37170, AND PART OF MARQUETTE CENTER BUSINESS AND INDUSTRIAL PARK UNIT FOUR RECORDED AS DOCUMENT NO. R75-2231, AS VACATED BY DOCUMENT NO. R87-39148, DESCRIBED AS FOLLOWS: THAT PART OF THE EAST HALF OF SECTION 27, TOWNSHIP 37 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 27, THENCE SOUTH 00 DEGREES 11 MINUTES 54 SECONDS EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 27, A DISTANCE OF 1322.28 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER OF SECTION 27; THENCE SOUTH 89 DEGREES 11 MINUTES 56 SECONDS WEST ALONG SAID SOUTH LINE OF SAID NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER OF SECTION 27, A DISTANCE OF 1322.91 FEET TO A POINT ON THE WEST LINE OF SAID NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER OF SECTION 27; THENCE NORTH 00 DEGREES 03 MINUTES 11 SECONDS WEST ALONG SAID WEST LINE OF SAID NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER OF SECTION 27, A DISTANCE OF 1197.45 FEET TO THE SOUTHWEST CORNER OF LOT 6 IN SAID MARQUETTE CENTER BUSINESS AND INDUSTRIAL PARK UNIT THREE; THENCE NORTH 89 DEGREES 56 MINUTES 49 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 284.25 FEET TO A POINT ON A CURVE AT THE SOUTHEAST CORNER OF SAID LOT 6 AND BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF BLUFF DRIVE; THENCE SOUTH 76 DEGREES 09 MINUTES 21 SECONDS EAST ALONG A LINE RADIAL TO SAID CURVE HAVING A RADIUS OF 316.0 FEET, A DISTANCE OF 66.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID BLUFF DRIVE, BEING A CURVE HAVING A RADIUS OF 250.00 FEET; THENCE NORTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE BEING A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 250.00 FEET AN ARC DISTANCE OF 147.96 FEET TO THE POINT OF TANGENCY; THENCE NORTH 47 DEGREES 45 MINUTES 08 SECONDS EAST ALONG THE SOUTHERLY RIGHT-OF-WAY OF SAID BLUFF DRIVE, 471.82 FEET TO A JOG IN SAID LINE; THENCE SOUTH 42 DEGREES 14 MINUTES 52 SECONDS EAST ALONG SAID JOG AND SOUTHERLY RIGHT-OF-WAY LINE, 7.00 FEET; THENCE NORTH 47 DEGREES 45 MINUTES 08 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 50.00 FEET TO A POINT OF CURVATURE; THENCE NORtherly ALONG A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 323.00 FEET AN ARC DISTANCE OF 290.64 FEET TO THE SOUTHWESTERLY CORNER OF LOT 2, IN SAID MARQUETTE CENTER BUSINESS AND INDUSTRIAL PARK UNIT THREE; THENCE NORTH 86 DEGREES 11 MINUTES 50 SECONDS EAST ALONG A SOUTHERLY LINE OF SAID LOT 2, A DISTANCE OF 63.00 FEET; THENCE NORTH 47 DEGREES 45 MINUTES 08 SECONDS EAST ALONG A SOUTHERLY LINE OF SAID LOT 2, A DISTANCE OF 455.71 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 27; THENCE SOUTH 00 DEGREES 00 MINUTES 05 SECONDS EAST ALONG SAID EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 27, A DISTANCE OF 883.15 FEET TO THE PLACE OF BEGINNING, ALL IN WILL COUNTY, ILLINOIS.

CONTAINING 2487916 SQUARE FEET OR 57.1147 ACRES MORE OR LESS.

Exhibit B-1—Vehicle Parking Location



ORD09-0775

Date: 8/5/09

An Ordinance Authorizing the Execution of a Redevelopment Agreement

Published in Book and Pamphlet Form

This 11 day of August, 2009

By the Corporate Authority of the
Village Of Romeoville



Raymond E. Holloway
Village Clerk

LEASE

THIS LEASE AGREEMENT is made as of the 15 day of October 2009, by and between Pal Group, Inc. as Lessor, and The Village of Romeoville as Lessee. It is hereby agreed by and between the Lessor and Lessee in consideration of the covenants and agreements hereinafter set forth as follows:

1. **Property Leased:** Lessor hereby leases to Lessee real estate located within the property at 1001 Independence Boulevard in the Village of Romeoville, County of Will, State of Illinois (the "**Property**") as more fully described as follows:

A parcel consisting of approximately 100 feet by 20 feet, more or less, as more fully delineated on the pictorial description attached hereto and made a part hereof as Exhibit A (hereinafter "**Premises**"), subject to the conditions, limitations, restrictions and reservations set forth herein.

Lessee shall have the right to enter and exit the leased Premises over the Property, as directed by Lessor, so as not to interfere with others who have possession of the Property.

2. **Use:** Said Premises shall be occupied by Lessee solely for the purpose of the parking and storage of vehicles used by the Village Fire Department for training.
3. **Term:** The term of this Lease shall commence September 1, 2009 and shall continue until June 30, 2028, unless sooner terminated pursuant to Paragraphs 11 or 15 of this Lease.
4. **Rental:** Lessee shall pay as basic rent for said demised Premises the sum of \$0.00 per month payable in advance.
5. **Delivery and Redelivery of Premises:**

- 5.1 Lessee has examined and knows the conditions of said Premises and has received the same in good order and repair and acknowledges that no representations as to the condition and repair thereof have been made by the Lessor or its agents prior to or at the execution of this Lease that are not herein expressed. Upon the termination of this Lease in any way, Lessee will yield up said Premises to Lessor in good condition and repair (loss by fire not due to the fault or negligence of Lessee and ordinary wear excepted).

5.2 Lessee assumes all risk for any damage occasioned by said Premises not being in repair and for any damages arising from acts or neglect of any owners or occupants (other than Lessor) of adjacent or contiguous property.

6. **Lessee's Duties of Care, Custody and Control of Premises:**

6.1 Lessee will not allow, suffer, acquiesce in or permit said Premises:

6.1.1 To be used for any purpose that will increase the rate of insurance thereon, nor for any other purpose except as is hereinbefore specified;

6.1.2 To be occupied in whole or in part by any other person;

6.1.3 To be used for any unlawful purpose, or allow or permit any unlawful occurrence or condition to occur or exist in, on or about said premise, or allow or permit the Premises to be used for any purpose that will injure the reputation of the Premises;

6.1.4 To have conditions in, or occurrences thereon which constitute environmental, health, safety or fire hazards;

6.1.5 To have located thereon any signs, cards or placards not approved by Lessor in writing;

6.1.6 To have constructed thereon any alteration of or addition to any part of said Premises except by written consent of the Lessor, but all alterations and additions to said Premises shall, at Lessor's option, remain for the benefit of Lessor unless otherwise provided in said written consent;

6.1.7 To be entered upon by any person not an employee of Lessee or Lessor, or entered upon by any equipment not owned or leased either by Lessee or Lessor;

6.1.8 To have stored or have used upon said Premises any inflammable or explosive materials or liquids except such as may be necessary for the use permitted hereunder, and in such case, such substances shall be delivered and stored in amounts and used in accordance with the applicable ordinances, statutes,

rules and regulations now or hereinafter in force, and in accordance with the rules of the applicable Board of Underwriters, or if there be none, the Chicago Board of Underwriters.

6.2 **Lessee will:**

- 6.2.1 keep said Premises and all improvements and appurtenances located thereon in good repair and in a clean and healthful condition, and remove the snow and ice from the roofs of all improvements and from the sidewalks and walkways on and abutting said Premises;
- 6.2.2 comply with all federal, state and local statutes, ordinances, regulations, rules, rulings and judicial or administrative orders applicable to the Premises or the use or occupation thereof during the term of this Lease at Lessee's expense;
- 6.2.3 and does hereby assume full responsibility for and all liabilities arising out of the operation and maintenance of the Premises;
- 6.2.4 as far as possible, keep the improvements and appurtenances from falling temporarily out of repair;
- 6.2.5 allow Lessor free access to the Premises for the purpose of examining or exhibiting same, for making repairs or alterations Lessor may see fit to make;
- 6.2.6 allow Lessor to have put upon the Premises notice of "For Sale" or "For Rent" with which Lessee will not interfere.
- 6.2.7 Village access to the vehicles shall only be available during Lessor's regular business hours at the Property, or at such other times as may be mutually approved by Village and Lessor;
- 6.2.8 Upon request of the Lessor, village shall relocate the aforesaid vehicles to other locations within the Property as designated by the Lessor;
- 6.2.9 Village shall refrain from conducting any actual training activities on the Property and shall confine its

activities thereon solely to parking and storage of vehicles as hereinabove contemplated.

7. **Third Party Interests:**

- 7.1 Lessee will not permit any mechanics lien or liens to arise, be placed upon said Premises or any building or improvement thereon during the term hereof, and in case of the filing of any such lien, Lessee will promptly pay same. If default in payment thereof shall continue for thirty (30) days after written notice thereof from Lessor to Lessee, Lessor shall have the right and privilege at Lessor's option of paying the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be so much additional rent due hereunder due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of bill therefor.
- 7.2 Lessor's title shall at all times be paramount to the interest of Lessee. Nothing herein contained shall empower Lessee to do any action(s) which can, shall or may encumber the title of Lessor.
- 7.3 Lessee will not assign this Lease in whole or in part or sublet the Premises in whole or in part without Lessor's written consent.
- 7.4 Lessee will not permit or allow any transfer of any interest in this Lease by operation of law.
- 7.5 This Lease and the use of the Premises by the Lessee is subject to roads and highways, including without limitations, any and all rights of the public, the State of Illinois and any county or municipality in which the Premises or any part thereof is located, and any and all easements or rights of way heretofore existing in favor of any municipality, corporation, partnership, individual or other entity.
- 7.6 The parties warrant to each other that no broker has been involved in the procurement or negotiation of this Lease, and that no broker is entitled to any commission on account of this Lease or any extension or other right granted herein.

8. **Indemnity:**

Lessee agrees to hold Lessor harmless from all losses, liabilities, damages, claims and expenses (including but not limited to reasonable attorneys' fees) asserted against or incurred by Lessor arising out of, incidental to or connected with the use or occupation of Premises or the approach to, entry upon or activities upon the Premises of anyone employed by or connected with Lessee in any manner whatsoever, including but not limited to all liabilities, losses, costs, damages and expenses arising out of or from any injury or death to any person whomsoever including but not limited to employees of Lessee or Lessor or damage to any property whatsoever. In addition to the above indemnity and not in limitation thereof, Lessee agrees to hold Lessor harmless from all claims, liabilities, damages, losses and expenses (including but not limited to reasonable attorneys' fees) asserted against or incurred by Lessor arising out of, incidental to or connected with any act or omission of Lessee or anyone employed by or connected with Lessee, which act or omission contributes to the creation of a hazard (including without limitation environmental, health, fire and safety hazards), defect, nuisance, attractive nuisance, discharge into a body of water or emission into the air or other undesirable condition which may be caused to exist in or about said Premises, or which act or omission gives rise to any penalty, damage or charges imposed for any violation of any laws, ordinances or judicial or administrative orders or gives rise to any action or claim brought or made by a person against Lessor.

8.1 Notwithstanding anything to the contrary contained in this Lease, nothing in this Lease shall be construed:

8.1.1 to require Lessee to indemnify any person from that person's own negligence; or

8.1.2 to exempt Lessor from liability for damages for injuries to persons or property caused by or resulting from the negligence of Lessor, its agents, servants or employees; or

8.1.3 so as to render any portion of this Lease void, unenforceable or contrary to public policy;

8.1.4 to require Lessee to indemnify any person on account of actions, activities, omissions and operations conducted by persons pursuant to Lessor's authorization, except for actions, activities, omissions and operations conducted by Lessee, its employees,

agents, representatives or persons with whom Lessee is in privity of contract including but not limited to its contractors, subcontractors, contract carriers and common carriers.

- 8.2. Lessee shall immediately give notice to Lessor of each and every communication received from any and all persons and entities whatsoever asserting or suggesting that any occurrence or condition may exist which may give rise to any losses, liabilities, claims, damages or expenses against which Lessee has agreed to indemnify Lessor.

9. **Miscellaneous:**

- 9.1 Lessee will pay and discharge all reasonable costs, attorneys fees and expenses that may be incurred by Lessor in enforcing the covenants and agreements of this Lease, and all such costs, attorney's fees and expenses shall constitute additional rent hereunder.
- 9.2 This Lease and all covenants and agreements herein contained shall be binding upon, apply and inure to the respective heirs, executors, successors, administrators and assigns of the parties to this Lease.
- 9.3 Lessor shall not be obligated to incur any expense for repairing any improvements upon said demised Premises.
- 9.4 No receipt of money by Lessor from Lessee after termination of this Lease or after service of any notice or commencement of any suit or after final judgment for possession of the Premises shall renew, reinstate, continue or extend the term of this Lease or affect any such notice, demand or suit.
- 9.5 No waiver of any default of Lessee hereunder shall be implied from any omission of Lessor to take any action on account of such default if such default persists or is repeated or from any act of Lessor other than an express written waiver, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent expressly therein stated.
- 9.6 This Lease constitutes a complete statement of the terms hereof. No term may be modified or waived except by a written document signed by Lessor and Lessee.

10. **Insurance:**

10.1 Lessee shall procure and maintain at all times until termination of this Lease, at Lessee's sole cost and expense, insurance as specified below, and furnish evidence of such insurance coverage by way of certificates of insurance, naming Pal Group, Inc., Orange Crush, L.L.C., and Sebastian S. Palumbo, as additional insureds, which insurance shall provide for 10 days' notice of alteration or cancellation directed to Lessor, and which insurance shall also meet the following requirements:

10.1.1 Automobile Liability insurance with coverage of not less than \$1,000,000 for personal injuries or death per person; \$1,000,000 for personal injuries or death per occurrence; and \$1,000,000 for property damage; and

10.1.2 Commercial General Liability insurance insuring both Lessor and Lessee with respect to occurrences on or about the Premises with combined single limits of not less than \$1,000,000 for personal injury and death and property damage per occurrence, and \$2,000,000 aggregate. Said insurance shall contain contractual coverage for Lessee specifically referring to this Lease including but not limited to Lessee's agreement to indemnify and hold Lessor harmless to the extent provided in this Lease; and

10.1.3 Workers' Compensation Occupational Disease and Employer's Liability insurance with statutory limits and limits of \$1,000,000 respectively.

10.1.4 Lessee shall also maintain umbrella coverage in the amount of not less than \$10,000,000.

10.2 **Waiver of Subrogation:**

Lessee agrees that any and all physical damage or material damage insurance which may be carried by Lessee and all business interruption insurance which it carries shall be endorsed to provide that any release from liability of Lessor or waiver of claim for recovery from Lessor entered into in writing by the insured thereunder prior to any loss or damage shall not affect the validity of said policy or the right of the insured to recover thereunder and providing further that the insurer waives all rights of subrogation which such

insurer might otherwise have against the Lessor. Without limiting any release or waiver of liability or recovery contained in any other section of this Lease, but rather in confirmation and furtherance thereof, Lessee waives and releases all claims for recovery from Lessor on account of liability Lessor may have for any loss, cost, damage and expense resulting from damage or injury to any of Lessee's property, or damages as a result of any business interruption loss to the extent of any amount recovered by reason of such insurance, and waives any right of subrogation which might otherwise exist in or accrue to any person on account thereof.

11. **Default:**

- 11.1 Lessee further agrees that any one or more of the following events shall be considered events of default as said term is used herein, that is to say:
 - 11.2 Upon dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of Lessee, assignment for the benefit of creditors by, the calling of a meeting of creditors of Lessee; or in the event Lessor, in good faith, deems itself insecure as to the performance of and covenant set forth in this Lease; or if
 - 11.3 Lessee shall vacate the leased Premises or abandon the same during the term hereof; or if
 - 11.4 Lessee shall default in any of the other covenants and agreements herein contained to be kept, observed and performed by Lessee, and such default shall continue for thirty (30) days after notice by Lessor to Lessee of such default.
 - 11.5 Lessee shall commit any breach (including but not limited to a failure to make any payment to Lessor when due) under any agreement or contract other than this Lease to which Lessor and Lessee are parties (including without limitation contracts and agreements for the sale of goods), and such breach shall continue for thirty (30) days after notice by Lessor to Lessee of such breach, whether such agreement or contract is now in existence or is hereafter arising or created, whether such agreement or contract is oral or written, whether such agreement or contract is fully performed, executory or partially performed, and whether other persons

other than Lessee and Lessor are also parties to such agreement or contract.

Upon the occurrence of any one or more of such events of default, it shall be lawful for Lessor, at its election, to declare the term of this Lease ended, and, either with or without process of law, to re-enter and to expel, remove and put out Lessee and all persons occupying under Lessee the Premises and the buildings and improvements situated thereon and any part thereof, using such force as may be necessary in so doing, and the Premises and the buildings and improvements situated thereon and any part thereof, using such force as may be necessary in so doing, and the Premises and the buildings and improvements then situated thereon to repossess and enjoy as in their first and former estate, without such re-entry and repossession working a forfeiture of the rents to be paid and the covenants to be performed by Lessee during the full term of this Lease.

- 11.6 Except as otherwise expressly provided in this Lease, Lessee hereby expressly waives the service of any notice of intention to terminate this Lease or to re-enter the Premises and waives the service of any demand for payment of basic or additional rent or for possession and waives the service of any other notice or demand prescribed by any statute or other law.
- 11.7 Lessor and Lessee agree that, to the extent permitted by law, each shall and does waive trial by jury in any action, proceeding or counterclaim brought by either against the other on any matter whatsoever arising out of, incidental to or in any connected with this Lease, the relationship of Lessor and Lessee, Lessee's use or occupancy of the Premises or any emergency or statutory remedy.

12. **Environmental Provisions:**

- 12.1 For purposes of this Lease, the term "Hazardous Materials" means, collectively, any hazardous or toxic substance, material and waste which is or becomes regulated by any local governmental authority, the State of Illinois or the United States Government, including, without limitation, any material or substance which is (i) defined or listed as a "hazardous waste", "extremely hazardous waste", "restricted hazardous waste", "hazardous substance", "hazardous material", or "toxic pollutant" under applicable federal, state or local law or administrative code promulgated thereunder,

(ii) gas, oil and other similar petroleum products, (iii) asbestos and (iv) PCB's.

12.2 Lessee acknowledges that Lessee has visually inspected the Premises and the surrounding properties, and that Lessee has not relied on any statements, representations or warranties of Lessor or its employees, representatives or agents relating to the condition of the Premises or the presence of Hazardous Materials thereon or thereunder or the risk of future contamination.

12.3 Lessee covenants to comply with respect to the Premises with all laws relating to Hazardous Materials which come or have come upon the Premises during his occupation thereof (whether before or after the commencement of the term of this Lease). Without limiting the generality of the foregoing and without being limited thereby:

12.3.1 Except for Hazardous Materials required in connection with the purposes for which the Premises may be used (which shall be used for which they were designed and only in accordance with all Hazardous Materials laws and the highest standards prevailing in the industry for such use) neither Lessee, including without limitation, Lessee's agents, employees, representatives and contractors, nor any of Lessee's assignees or subtenants or their respective agents, employees, representatives and contractors (collectively "Lessee Parties") shall use, handle, store, generate, treat or dispose of any Hazardous Materials in, on, under, about or in the vicinity of the Premises.

12.2 Lessee shall immediately notify Lessor of any inquiry, test, investigation or enforcement proceeding by or against Lessee or the Premises concerning the presence of any Hazardous Materials.

13. **Re-Entry:** The foregoing provisions for the termination of this Lease for any default in any of its covenants shall not exclude, waive or suspend any other remedy of Lessor for breach of any of said covenants or for the recovery of basic rent, additional rent or advances made by Lessor pursuant to this Lease. In the event of the termination of this Lease as aforesaid, Lessee agrees to indemnify and save Lessor harmless from any loss arising from termination and re-entry in pursuance thereof, and to that end, Lessee agrees to pay Lessor upon demand after such termination

and re-entry all reasonable expenses including without limiting the generality of the foregoing attorneys' fees.

14. **Cumulative Nature of Remedies:** No remedies herein or otherwise conferred above or reserved to Lessor shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy hereunder, now or hereafter existing at law or in equity or by statute.
15. **Prior Right of Termination:** This Lease may be terminated at any time by either party giving to the other written notice of termination not less than thirty (30) days prior to the effective date of such termination specified in such notice. Lessee expressly waives all other notices of termination to which Lessee would be entitled by law. The giving of notice herein required shall not, however, release the Lessee from the full and faithful performance of all covenants of this Lease during the continued occupancy of Lessee after such notice.
16. **Notices:** All notices given pursuant to this Lease shall be in writing and shall be deemed to be given when delivered by the United States Postal Authorities by certified mail addressed to the parties at their respective addresses or when delivered by overnight courier, as follows:

IF ADDRESSED TO LESSOR:

Pal Group, Inc.
321 Center Street
Hillside, Illinois 60162

Attn: Samuel S. Palumbo, Jr.

IF ADDRESSED TO LESSEE:

Village of Romeoville
13 Montrose Drive
Romeoville, IL 60446
Attn: Village Manager

17. **Headings:** Headings of paragraphs are for convenience of reference only and are not a part of the Lease.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first written above.

LESSOR

PAL GROUP, INC.

By:



Samuel S. Polomski, Jr.
PRINT NAME

Its: President

LESSEE

VILLAGE OF ROMEOVILLE

By:



John D. Noak
PRINT NAME

Its: Mayor

State of Illinois)
) SS:
County of Cook)

On this _____ day of _____, 20____, before me, the undersigned a Notary Public in and for said County and State, personally appeared Samuel S. Palumbo, Jr., to me personally known to be the President of Pal Group, Inc., and acknowledged that said instrument was signed and sealed by him on behalf of said Corporation by authority of its Board of Directors.

Commission expires: _____ Notary Public _____

State of Illinois)
) SS:
County of Will)

On this 15 day of October, 2009, before me, the undersigned a Notary Public in and for said County and State, personally appeared John D. Noak to me personally known to be the Mayor of The Village of Romeoville, and acknowledge that said instrument was signed and sealed by him on behalf of said Municipal Corporation by authority of its Board of Trustees.

Commission expires: 9/18/2010 Notary Public Candice M. Roberts

