- 10. The College may obtain fire protection service from a provider of their choice, without objection or interference by the Village.
- 11. The College shall request supplemental police protection from the County, rather than the Village.
- 12. If the Village performs any work on College or Village property, and work damages any College improvements/installations (i.e. trees and other landscaping), the Village shall restore such improvements/installations to their original condition. This provision is reciprocal.
- 13. The Court, Judge Hollis L. Webster, if available, or any Judge sitting in Chancery Courtroom 2005, retains jurisdiction to enforce the terms of this Agreement. In the event of an enforcement action in Circuit Court, the prevailing party will be entitled to reasonable fees from the non-prevailing party.

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## Exhibit A

- The Village agrees that the College shall have the option of purchasing water and/or sewer services from the Village at the 1.125% of residential rate. The College commits to continue to purchase water and sewer for a minimum of three years following de-annexation pursuant to the terms set forth above, and the Village will commit to provide these services.
- 2. The college shall keep those parts of its property annexed into the Village minimally required by law to maintain Village contiguity for new annexations from Park Boulevard to the City of Wheaton border, with annexations being subject to Paragraph 8 of the attached Agreement.
- 3. The College shall provide the Village with an easement for a future water line to service areas south of the College, subject to the College's approval of:
  - a. The location
  - b. The project specifications and conditions, and
  - c. The Village's full restoration of the affected areas. Approval shall not be unreasonably denied.
- 4. The College will provide the Village with a license for the Village's existing lift station on College property until the Village removes the lift station and existing sewer lines for which a bill of sale and easement has not been granted. Rent for such license agreement shall be included and paid for through the discount afforded the College in Paragraph 1 of this Exhibit A.
- 5. The College shall obtain fire protection service from another agency or by agreement with the Village of Glen Ellyn Fire Company.
- The College commits that it will not improve property north of Fawell with a building.