

**IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT  
WILL COUNTY, ILLINOIS**

STOP NORTHPOINT, LLC, BRIAN PODEST, )  
JOHN LENER, Jr., COLEY O'CONNELL, )  
SARAH O'CONNELL, ROBERT HAUERT, )  
ANGEL HAUERT, JOSEPH KINSELLA, Ph.D., )  
ATTILIO MICCI, GERALDINE MICCI JONES, )  
DOMINIC ORLANDO, TRICIA MAAS, )  
HARRY HOECHBAUER, GUS BASELEON, )  
KENNETH HICKEY and his mother and legal )  
guardian, SHARON HICKEY, DAN DE CAPRIO )  
and CAROL DE CAPRIO, )

Plaintiffs, )

v. )

No. )

CITY OF JOLIET, a municipal corporation, )  
EASTGATE LOGISTICS PARK CHICAGO, )  
LLC, a limited liability company, and )  
NORTHPOINT DEVELOPMENT, LLC, )  
a limited liability company, )

Defendants. )

**COMPLAINT FOR DECLARATORY JUDGMENT AND INJUNCTIVE RELIEF**

Plaintiffs, Stop NorthPoint, LLC, Brian Podest, John Lener, Jr., Coley O'Connell, Sarah O'Connell, Robert Hauert, Angel Hauert, Joseph Kinsella, Ph.D., Attilio Micci, Geraldine Micci Jones, Dominic Orlando, Tricia Maas, Harry Hoechbauer, Gus Baseleon, Kenneth Hickey, and his mother and legal guardian, Sharon Hickey, Dan De Caprio and Carol De Caprio, by their attorneys, Robert W. Fioretti, Roth Fioretti LLC, Richard F. Linden and Peter V. Bustamante, for their Complaint for Declaratory Judgment and Injunctive Relief against Defendants City of Joliet, EastGate Logistics Park Chicago, LLC and NorthPoint Development, LLC, state:

## **PARTIES, JURISDICTION AND VENUE**

1. Plaintiff Stop NorthPoint, LLC is an Illinois limited liability company formed as a grassroots movement to preserve and protect Will County area residents and neighbors from the catastrophic consequences of allowing the development of the industrial park proposed by the Defendants.

2. Plaintiff Brian Podest is a natural person, resident of Wilton Township, unincorporated Will County, Illinois. Plaintiff Brian Podest owns property in Will County, Illinois, and pays property taxes. He is a veteran of the United States Armed Forces and a member of the Manhattan American Legion. His wife is interred in the Abraham Lincoln National Cemetery. Plaintiff Brian Podest regularly visits the Cemetery to pray, meditate and commune with his wife. In visiting the Cemetery, Plaintiff Brian Podest, will be impacted and injured by the proposed development, *inter alia*, due to the increase in truck traffic, environmental pollution, noise pollution, vibration, and light pollution the development will inevitably bring. The proposed development will interfere with the dignity, serenity and quiet that are expected when paying our respects to our loved ones.

3. Plaintiff John Lener, Jr., is a natural person, resident of Plainfield, Illinois. Plaintiff John Lener, Jr., owns property in Will County, Illinois, and pays property taxes. His father and great uncle are interred in the Abraham Lincoln National Cemetery. Plaintiff John Lener, Jr. regularly visits the Cemetery to pray, meditate and commune with his father. In visiting the Cemetery, Plaintiff John Lener, Jr. will be impacted and injured by the proposed development, *inter alia*, due to the increase in truck traffic, environmental pollution, noise pollution, vibration, and light pollution the development will inevitably bring. The proposed development will interfere with the dignity, serenity and quiet that are expected when paying our respects to our loved ones.

4. Plaintiffs Coley O'Connell and Sarah (née Forsythe) O'Connell are natural persons, residents of Jackson Township, unincorporated Will County, Illinois. Plaintiffs Coley O'Connell and Sarah O'Connell own property in Will County, Illinois, that is contiguous to the proposed industrial park, and they pay property taxes. They have a teenage child who drives on the impacted roads. Plaintiffs Coley O'Connell and Sarah O'Connell will be injured *inter alia* by the construction of the industrial park in that there will be a substantial and considerable increase in semi-tractor trailer truck traffic, a substantial and considerable increase in non-semi-tractor trailer truck traffic including automobiles and other trucks, a concurrent increase in environmental noise, vibration and environmental pollution, in the form of smoke, fumes, soot and light, a decrease in the value of his/her property, an increase in traffic congestion by semi-tractor trailer truck traffic, an increase of safety hazards caused by the increased semi-tractor trailer truck traffic. Plaintiffs Coley O'Connell and Sarah O'Connell also have family interred in the Abraham Lincoln National Cemetery. Plaintiffs Coley O'Connell and Sarah O'Connell visit the Cemetery to pray, meditate and commune with their family. In visiting the Cemetery, Plaintiffs Coley O'Connell and Sarah O'Connell, will be impacted and injured by the proposed development, *inter alia*, due to the increase in truck traffic, environmental pollution, noise pollution, vibration, and light pollution the development will inevitably bring. The proposed development will interfere with the dignity, serenity and quiet that are expected when paying our respects to our loved ones.

5. Plaintiffs Robert Hauert and Angel Hauert are natural persons, residents of Jackson Township, unincorporated Will County, Illinois. Plaintiffs Robert Hauert and Angel Hauert own property in Will County, Illinois, that is contiguous to the proposed industrial park, and they pay property taxes. They have teenage children who are afraid to drive on the impacted roads. Plaintiffs Robert Hauert and Angel Hauert will be injured *inter alia* by the construction of the industrial park

in that there will be a substantial and considerable increase in semi-tractor trailer truck traffic, a substantial and considerable increase in non-semi-tractor trailer truck traffic including automobiles and other trucks, a concurrent increase in environmental noise, vibration and environmental pollution, in the form of smoke, fumes, soot and light, a decrease in the value of his/her property, an increase in traffic congestion by semi-tractor trailer truck traffic, an increase of safety hazards caused by the increased semi-tractor trailer truck traffic. Plaintiffs Robert Hauert and Angel Hauert also have family interred in the Abraham Lincoln National Cemetery. Plaintiffs Robert Hauert and Angel Hauert visit the Cemetery to pray, meditate and commune with their family. In visiting the Cemetery, Plaintiffs Robert Hauert and Angel Hauert will be impacted and injured by the proposed development, *inter alia*, due to the increase in truck traffic, environmental pollution, noise pollution, vibration, and light pollution the development will inevitably bring. The proposed development will interfere with the dignity, serenity and quiet that are expected when paying our respects to our loved ones.

6. Plaintiff Joseph Kinsella, Ph.D., is a natural person, resident of Chicago, Illinois. Plaintiff Joseph Kinsella, Ph.D., owns property that is a historical century family farm and a business in Wilton Township, in unincorporated Will County, Illinois, and pays property taxes. This property is adjacent to Route 52, which will certainly be impacted by the overflow truck traffic caused by the proposed industrial park. Plaintiff Joseph Kinsella, Ph.D., will be injured *inter alia* by the construction of the industrial park in that there will be a substantial and considerable increase in semi-tractor trailer truck traffic, a substantial and considerable increase in non-semi-tractor trailer truck traffic including automobiles and other trucks, a concurrent increase in environmental noise, vibration and environmental pollution, in the form of smoke, fumes, soot and light, a decrease in the value of his/her property, an increase in traffic congestion by semi-tractor

trailer truck traffic, an increase of safety hazards caused by the increased semi-tractor trailer truck traffic. Plaintiff Joseph Kinsella, Ph.D., has family members are interred in the Abraham Lincoln National Cemetery. Plaintiff Joseph Kinsella, Ph.D., visits the Cemetery to pray, meditate and commune with his family. In visiting the Cemetery, Plaintiff Joseph Kinsella, Ph.D., will be impacted and injured by the proposed development, *inter alia*, due to the increase in truck traffic, environmental pollution, noise pollution, vibration, and light pollution the development will inevitably bring. The proposed development will interfere with the dignity, serenity and quiet that are expected when paying our respects to our loved ones.

7. Attilio Micci, is a natural person, resident of Joliet, Illinois. Plaintiff Attilio Micci owns property in Joliet, Illinois and pays property taxes. He is a World War II U.S. Army Air Force Veteran having survived 25 missions on a B-17 Flying Fortress, is featured in the American Air Museum in Britain, and is a member of the Joliet Stone City Veterans of Foreign Wars Post 2199. His wife is interred in the Abraham Lincoln National Cemetery. Plaintiff Attilio Micci regularly visits the Cemetery to pray, meditate and commune with his wife. In visiting the Cemetery, Plaintiff Attilio Micci will be impacted and injured by the proposed development, *inter alia*, due to the increase in truck traffic, environmental pollution, noise pollution, vibration and light pollution the development will inevitably bring. The proposed development will interfere with the dignity serenity and quiet that are expected while paying our respects to our loved ones.

8. Geraldine Micci Jones, is a natural person, resident of Homer Glen, Illinois. Plaintiff Geraldine Micci Jones owns property in Homer Glen, Illinois and pays property taxes. She is the daughter of World War II Veteran Attilio Micci. Her mother is interred in the Abraham Lincoln National Cemetery. Plaintiff Geraldine Micci Jones regularly visits the Cemetery to pray, meditate and commune with her mother. In visiting the Cemetery, Plaintiff Geraldine Micci Jones

will be impacted and injured by the proposed development, *inter alia*, due to the increase in truck traffic, environmental pollution, noise pollution, vibration and light pollution the development will inevitably bring. The proposed development will interfere with the dignity serenity and quiet that are expected while paying our respects to our loved ones.

9. Dominic Orlando is a natural person, resident of Joliet, Illinois. Plaintiff Dominic Orlando owns property in Joliet, Illinois and pays property taxes. Plaintiff Dominic Orlando also owns a business in Joliet, Illinois. He has multiple friends interred in the Abraham Lincoln National Cemetery. Plaintiff Dominic Orlando regularly visits the Cemetery to pray, meditate and commune with her mother. In visiting the Cemetery, Plaintiff Dominic Orlando will be impacted and injured by the proposed development, *inter alia*, due to the increase in truck traffic, environmental pollution, noise pollution, vibration and light pollution the development will inevitably bring. The proposed development will interfere with the dignity serenity and quiet that are expected while paying our respects to our loved ones.

10. Tricia Maas is a natural person, resident of Elwood, Illinois, whose property will be impacted by the proposed industrial park. Plaintiff Tricia Maas owns property in Elwood, Illinois and pays property taxes. Plaintiff Tricia Maas will be injured *inter alia* by the construction of the industrial park in that there will be a substantial and considerable increase in semi-tractor trailer truck traffic, a concurrent increase in environmental noise, vibration and environmental pollution in the form of smoke, fumes, soot and light, a decrease in the value of her property, and increase in traffic congestion by semi-tractor trailer truck traffic, an increase in safety hazards caused by the increased semi-tractor trailer truck traffic.

11. Plaintiff Harry Hoechbauer is a natural person, resident of Joliet, Will County, Illinois. Plaintiff Harry Hoechbauer owns property in Will County, Illinois, and pays property

taxes. He is a U.S. Army Vietnam Veteran combat engineer, mine sweeper and instructor, and a member of the Stone City Veterans of Foreign Wars Post 2199. His uncles and father-in-law are interred in the Abraham Lincoln National Cemetery. Plaintiff Harry Hoechbauer regularly visits the Cemetery to pray, meditate and commune with his family members. In visiting the Cemetery, Plaintiff Harry Hoechbauer, will be impacted and injured by the proposed development, *inter alia*, due to the increase in truck traffic, environmental pollution, noise pollution, vibration, and light pollution the development will inevitably bring. The proposed development will interfere with the dignity, serenity and quiet that are expected when paying our respects to our loved ones.

12. Plaintiff Gus Baseleon is a natural person, resident of Manhattan, Will County, Illinois. Plaintiff Gus Baseleon owns property in Manhattan, Illinois, and pays property taxes. He is a U.S. Army Vietnam Veteran helicopter medic, a weekly volunteer Memorial Squad Member at Abraham Lincoln National Cemetery and a member of the Manhattan American Legion. His wife is interred in the Abraham Lincoln National Cemetery. Plaintiff Gus Baseleon regularly visits the Cemetery to pray, meditate and commune with his wife. In visiting the Cemetery, Plaintiff Gus Baseleon will be impacted and injured by the proposed development, *inter alia*, due to the increase in truck traffic, environmental pollution, noise pollution, vibration, and light pollution the development will inevitably bring. The proposed development will interfere with the dignity, serenity and quiet that are expected when paying our respects to our loved ones.

13. Plaintiffs Kenneth Hickey, and his mother and legal guardian, Sharon Hickey, are natural persons, residents of Manhattan, Illinois. Plaintiffs Kenneth Hickey and Sharon Hickey own property in Manhattan, Illinois, and pay property taxes. Plaintiffs Kenneth Hickey and Sharon Hickey will be injured *inter alia* by the construction of the industrial park in that there will be a substantial and considerable increase in semi-tractor trailer truck traffic, a substantial and

considerable increase in non-semi-tractor trailer truck traffic including automobiles and other trucks, a concurrent increase in environmental noise, vibration and environmental pollution, in the form of smoke, fumes, soot and light, a decrease in the value of his/her property, an increase in traffic congestion by semi-tractor trailer truck traffic, an increase of safety hazards caused by the increased semi-tractor trailer truck traffic.

14. Plaintiff Dan De Caprio and Plaintiff Carol De Caprio are natural persons, residents of Manhattan, Illinois. Plaintiff Dan De Caprio and Plaintiff Carol De Caprio own property in Manhattan, Illinois, and pay property taxes. This property will certainly be impacted by the overflow truck traffic caused by the proposed industrial park. Plaintiff Dan De Caprio and Plaintiff Carol De Caprio will be injured, *inter alia*, by the construction of the industrial park in that there will be a substantial and considerable increase in semi-tractor trailer truck traffic, a substantial and considerable increase in non-semi-tractor trailer truck traffic including automobiles and other trucks, a concurrent increase in environmental noise, vibration and environmental pollution, in the form of smoke, fumes, soot and light, a decrease in the value of his/her property, an increase in traffic congestion by semi-tractor trailer truck traffic, an increase of safety hazards caused by the increased semi-tractor trailer truck traffic. Plaintiff Dan De Caprio and Plaintiff Carol De Caprio have parents and friends who are interred in the Abraham Lincoln National Cemetery. Plaintiff Dan De Caprio and Plaintiff Carol De Caprio visit the Cemetery to pray, meditate and commune with his family. In visiting the Cemetery, Plaintiff Dan De Caprio and Plaintiff Carol De Caprio will be impacted and injured by the proposed development, *inter alia*, due to the increase in truck traffic, environmental pollution, noise pollution, vibration, and light pollution the development will inevitably bring. The proposed development will interfere with the dignity, serenity and quiet that are expected when paying our respects to our loved ones.

15. Defendant, City of Joliet, is a municipal corporation organized and existing under and by virtue of the laws of the State of Illinois.

16. Defendant, EastGate Logistics Park Chicago, LLC, (“EastGate”) is a Delaware limited liability company, licensed and registered to do business in the State of Illinois.

17. Defendant, NorthPoint Development, LLC, (“NorthPoint”) is a Missouri limited liability company, licensed and registered to do business in the State of Illinois.

18. NorthPoint is the manager of EastGate and hereinafter EastGate and NorthPoint are collectively referred to as EastGate.

19. This Court has jurisdiction over the parties and this controversy. Plaintiffs’ causes of action involve property located in the State of Illinois, events occurring in Illinois, Defendants residing in the State of Illinois and/or submitting themselves to the jurisdiction of this Court.

20. Venue is proper. Plaintiffs’ causes of action involve property located in Will County, Illinois and events occurring in Will County, Illinois.

### **FACTS COMMON TO ALL COUNTS**

#### ***Pre-Annexation Agreement***

21. On April 17, 2020, the City of Joliet approved a pre-annexation agreement (“Pre-Annexation Agreement”) with EastGate to approve the annexation of 1262 acres of unincorporated land into the City of Joliet which “property is, or will be at the time of annexation contiguous to the City . . .” (Pre-Annexation Agreement, 2<sup>nd</sup> Recital, p. 1). A copy of the Pre-Annexation Agreement is attached hereto as Exhibit 1).

22. Under the Pre-Annexation Agreement, EastGate plans to construct and operate an industrial park with warehouses/truck terminals spanning the 1,262 acres of land (“Subject Property”).

23. Under the Pre-Annexation Agreement, Joliet is required to issue a special use permit for the annexed land to permit the development of a freight terminal.

24. The Pre-Annexation Agreement provides that “[i]t is acknowledged by the City and Developer that access to the Property is over roads which may presently be controlled by other governmental agencies, including, but not limited to, IDOT, Will County, the Village of Elwood and Jackson Township, and that in some cases the weight limits of certain roads are restricted by such jurisdictions.” (Pre-Annexation Agreement, §3, p. 4).

25. The Pre-Annexation Agreement contemplates jurisdictional transfers and the use of condemnation in order to provide access to the Subject Property.

26. The Pre-Annexation Agreement requires that EastGate construct a bridge over Route 53 at Walter Strawn Drive located within the Village of Elwood. *Id.* The bridge would connect two Elwood roads and subject those roads to heavy truck traffic which would cause taxpayers to expend substantial sums for repair and maintenance of the impacted roads.

27. The Pre-Annexation Agreement requires that the roadways in and immediately adjacent to the Subject Property be designed for 100,000-pound trucks (Pre-Annexation Agreement, pp. 5-6).

28. The Pre-Annexation Agreement also provides for the construction of a Closed Loop Truck Network. Although the exact exit and entry points for the Closed Loop Truck Network were not identified.

29. The Pre-Annexation Agreement acknowledges that a portion of the Subject Property abuts land zoned for residential use. (Pre-Annexation Agreement, §5, p. 9).

30. On February 24, 2020, a hearing on zoning was held before the City of Joliet Plan Commission. The Plan Commission voted unanimously to recommend that the Joliet City Council

approve the Pre-Annexation Agreement with the condition that the bridge over Route 53 be constructed. Defendant Joliet failed to include this condition precedent in the Pre-Annexation Agreement. The failure to include this condition precedent within the Per-Annexation Agreement is a fatal flaw as pleaded *infra*.

31. On April 13, 14, 15, 16, 17, 2020, the City of Joliet City Council held, remotely, a “public hearing” concerning the Pre-Annexation Agreement.

32. On April 17, 2020, the Joliet City Council voted to approve the Pre-Annexation Agreement. The Pre-Annexation Agreement was signed by the Mayor and bears an effective date of April 17, 2020. (Pre-Annexation Agreement, Signature Block, p. 22)

### ***The Industrial Park***

33. EastGate’s proposed industrial development is enormous in size and scope. If permitted to proceed, the industrial development would be one of the largest of its kind ever built, approximately 4.5 times the size of Midway Airport.

34. As originally presented and planned the development, named Compass Business Park, would be a warehousing and distribution development. It would be located between the Villages of Elwood and Manhattan. The development would span from approximately Route 53 in Elwood east to Cherry Hill Road in Manhattan and from Breen Road south to Hoff Road (abutting Midewin National Tallgrass Prairie).

35. The development would consist primarily of warehouses where trucks would move goods to and from the distribution center to their destination. The facility would gain rail access by connecting the warehousing development to the CenterPoint intermodal, a 6,400-acre intermodal complex adjacent to the I-55/I-80 interchange.

36. The plans call for constructing a bridge on Walter Strawn Drive over Route 53 to connect to the rail located within CenterPoint. Because the development would not have direct rail access, the development would rely on trucks to move goods.

37. The major highways feeding truck traffic to the industrial park are Route 6, Route 52, Route 53, Interstate 57, Interstate 80 and Interstate 55. None of these major highways are near the proposed development site.

38. Trucks exiting off of Interstates 80 and 55 would be required to travel approximately nine (9) miles to reach the trucking terminal/warehouses using local roads of Elwood and Manhattan. The development would result in increased traffic congestion and backups on these already overly congested roads that were never designed to handle the volume that would be caused by the development.

39. Truck traffic traveling to and from the trucking terminal/warehouses will have to traverse over roads that are not built to support heavy weight trucks. These roads include Walter Strawn Drive, West Hoff Road, West Mississippi Avenue, Manhattan Road, Arsenal Road, South Elwood International Port Road and others. The heavy increased volume of semi-truck and other traffic would severely damage local roadways and burden taxpayers with increased maintenance and road repair costs.

40. In order to effectively handle the increased volume of semi-trucks along with increased traffic from employees and visitors to the site, local roads would have to be widened at taxpayer expense. Widening of roads would likely require Eminent Domain proceedings for governments to obtain the necessary land. Traffic control signals and other intersection improvements would also have to be constructed and installed at the expense of taxpayers. It is also likely that bonds and other forms of government funding would also be required.

41. A 2020 traffic impact study from Strand Associates commissioned by the Village of Manhattan indicates that at full build-out, the development will generate an additional 10,370 trucks per day. Semi-tractor trailer truck traffic on Walter Strawn Drive is expected to increase by at least 3,000 to 5,000 semi-trailer trucks per day as a result of the development. The development is also expected to result in an increase of thousands of non-semi-trailer truck traffic per day as a result of the development.

42. The proposed bridge on Walter Strawn Drive is immediately adjacent to the Abraham Lincoln National Cemetery (“Cemetery”). The Cemetery serves over 412,000 Veterans and family members. From 1999 to present, it has become the resting place for over 58,000 Veterans and their family members.

43. On August 27, 2020, the Department of Veterans Affairs, National Cemetery Administration, sent a letter to the Village of Elwood outlining the Department’s concerns about the planned bridge (a copy of the 8/27/2020 letter is attached hereto as Exhibit 2). The National Cemetery Administration “is highly concerned” that the planned bridge will have substantial adverse impacts to the national cemetery and its customers, including:

- a. The daily 3,000 to 5,000 increase in the East-West semi-trailer truck traffic on Walter Strawn Drive will substantially increase the daily risk of trucks that try to illegally come through the Cemetery’s back gate entrance at Walter Strawn Drive and Diagonal Road intersection. The VA is concerned that truck drivers will view the cemetery gates as a shortcut back of Route 53;
- b. The bridge creating confusion to truckers trying to reach the business park to drive through the Cemetery on Hoff and Diagonal Roads. This situation already regularly occurs;
- c. The Cemetery is in the design phase of a major expansion project that includes a secondary cemetery exit onto Walter Strawn Drive. The 3,000-5,000 plus trucks daily could result in substantially increased traffic safety risks for the many elderly visitors exiting westbound onto Walter Strawn Drive;

d. The proposed truck turnaround on VA-owned property along Hoff Road near the front entrance of the Cemetery substantially increasing unwanted truck interactions with daily Cemetery visitor vehicle traffic and further exacerbate unwanted traffic congestion and safety issues between Cemetery visitor vehicles and trucks; and,

e. The 3,000 to 5,000 plus daily increase of trucks on Walter Strawn Drive will substantially increase environmental background truck traffic noise within the Cemetery thereby adversely impacting the visitor experience and the ability for visitors to partake in peaceful reflection within the solemn grounds of the national shrine facility.

(8/27/20 Letter, Exhibit 2).

44. The Department of Veteran's Affairs, National Cemetery Administration objects to the construction of the turnaround on National Cemetery land. *See*, Exhibit 2.

45. The increased truck traffic will also have a severe and deleterious effect on the transportation of children to school, either by bus or by car. Manhattan is served by the following schools: Manhattan School District, Manhattan Junior High, Anna McDonald School, Wilson Creek Elementary School and St. Joseph's Catholic School. The Village of Elwood is served by the Elwood Community Consolidated School. Laraway School District 70-C also serves this area.

46. The Pre-Annexation Agreement and the resulting annexation will require the expenditure of public funds including, *inter alia*, monies for police, fire, sewer, roads, maintenance, public works, etc.

47. The Joliet City Council approved the Pre-Annexation agreement on a 6-3 vote. First District Council member Larry Hug, who was one of the yes votes, was the beneficiary of a \$22,763.75 campaign contribution that came from Defendant NorthPoint by way of the Chicago Land Operators Joint Labor-Management PAC, which was the significantly highest donor to Hug's campaign. Other than Hug, himself, the second highest donor was in the amount of \$3,500. NorthPoint made a single contribution, which was in the amount of \$23,200 to the Operators PAC

and made no other contributions to any other PAC. Council member Sherri Reardon, who was elected in 2019, was one of the yes votes. In March 2019, a NorthPoint related entity donated \$1,000 to Reardon's campaign. In a 2019 radio interview on WJOL, Reardon denied knowing about the donation despite the fact that the \$1,000 donation was one of the largest of her campaign.

48. The Pre-Annexation Agreement specifically requires that EastGate construct a bridge over Route 53 at Walter Strawn Drive. (Exhibit 1, Section 3(A)). NorthPoint falsely represented that the bridge will reduce current traffic congestion. NorthPoint has yet to receive permission from the Illinois Commerce Commission to construct this bridge.

49. The contemplated bridge would connect two roads in the City of Elwood and will subject those roads to heavy truck traffic.

50. The 3,000 to 5,000 daily increase in truck traffic on Walter Strawn Drive will substantially increase environmental noise.

51. The 3,000 to 5,000 daily increase in truck traffic on Walter Strawn Drive will substantially increase environmental pollution, in the form of smoke, fumes and soot.

52. The 3,000 to 5,000 daily increase in truck traffic on Walter Strawn Drive is not conducive to the peaceful reflection that Plaintiffs E, F and G, expect when they visit their deceased loved ones at the cemetery.

53. The Pre-Annexation Agreement, specifically the proposed rezoning of the annexed land and the granting of special use permit to EastGate, would substantially, directly, and adversely affect Plaintiffs A, B, C, and D in that it will:

- (a) Increase their property and local taxes;
- (b) Decrease property values;
- (c) Increase traffic congestion by semi-truck traffic;

- (d) Increase safety hazards caused by increased semi-truck traffic;
- (e) Substantially increase sound levels;
- (f) Cause substantial vibrations;
- (g) Substantially increase light pollution through the use of directional lighting and other lighting devices;
- (h) Cause dust, smoke, vibration and noise produced by the thousands of additional trucks each day; and,
- (i) Substantially increase environmental pollution, in the form of smoke, fumes and soot.

54. It is unlikely that Joliet will supply water and sewer infrastructure to the development due to the distance from Joliet's borders. As such, the surrounding communities and municipalities will have to expend public funds to provide water and sewer infrastructure to the development. Joliet and surrounding communities are already facing water shortage issues. NorthPoint's development will add to these issues and concerns and again place the burden on taxpayers.

55. The proposed industrial park is also opposed by many other persons and entities, such as the Will County Sheriff's FOP, the Elwood Fire District and others. See letters of opposition attached hereto as Exhibit 3.

**NorthPoint's False Promises and Nightmares in Kansas**

56. One only has to look at what NorthPoint did in Kansas to know what can be expected if this gargantuan development is allowed to proceed (Attached hereto as Group Exhibit 4 are articles and records documenting the problems NorthPoint caused with respect to a similar development which opened in 2013 in and around Edgerton, Kansas ("Edgerton Project") including allegations of corruption and an array of false promises made by NorthPoint.

57. Vast warehouses dot the landscape near Interstate 35 just south of Kansas City at one of the fastest growing and ever-expanding business parks in the nation attracting thousands of trucks and cargo filled trains. Edgerton's Mayor, Don Roberts' annual salary increased from \$1,000 to \$90,000 because he spearheaded the project. The Edgerton Project has resulted in noise, air and light pollution, increase in crime and blasting that cracks the foundation and shakes the windows of nearby homes. It has caused local flooding and backups on Interstate I-35 for miles. There have been school bus crashes. Edgerton is policed by the County Sheriff with one full time deputy assigned at the cost of taxpayers. NorthPoint made false promises about closed traffic loops being constructed to reduce the impact of trucks. Annexation was rammed through with little or no notice or opportunity to be heard by local residents.

58. NorthPoint only pays up to the millimeter of road that it owns, nothing beyond. Roads, intersections and bridges are in a state of disrepair as a result of the increased truck traffic. NorthPoint dumps this burden on the taxpayers.

***COUNT I (DECLARATORY AND INJUNCTIVE RELIEF/PRIVATE NUISANCE)***

59. Plaintiffs reallege and incorporate by reference paragraphs 1 through 58 as if fully set forth herein.

60. The existence of the development and trucking terminal on the Subject Property would forever alter and change the character and landscape of the neighborhood. The proposed trucking terminal itself is predominantly located on what is now peaceful and pristine farmland. In order to get in and out of the terminal, trucks will have to traverse streets, including residential areas, throughout the community bringing with it excessive traffic, congestion, noise, vibration and pollution.

61. The proposed development and trucking terminal would endanger the lives of the residents and their children. Significant risks of accidents would be directly associated with the increase of thousands of semi-trucks and other vehicular traffic on community roadways each day. Higher incidents of fatalities and serious injuries occur in truck collisions. The increase in truck and other traffic will endanger the safety, welfare and lives of pedestrians, bicyclists and drivers.

62. The proposed development and trucking terminal would encumber the community with the constant procession of motor freight vehicles and other vehicular traffic.

63. The proposed development and trucking terminal would physically deteriorate the streets with the increase in thousands of semi-trucks and other vehicular traffic on community roadways each day. Illinois and federal law allow trucks to weigh up to 80 tons. This will necessarily increase property taxes to cover the costs of road repairs and other costs associated with the damage the increased volume of trucks would cause.

64. The proposed development and trucking terminal will result in a decrease of Plaintiffs' property values. Historically, heavy truck traffic lowers property values 150 times greater than cars.

65. The proposed development and trucking terminal will cause constant noise and substantial vibrations and render the occupancy of Plaintiffs' homes unhealthy and untenable. Heavy truck traffic may cause damage to nearby homes and structures as a result of vibrations.

66. The proposed development and trucking terminal will adversely affect Plaintiffs' quality of life and interfere with the quiet enjoyment of their property.

67. The proposed development and trucking terminal will be an eyesore on the community and the Subject Property.

68. The thousands of trucks entering and leaving the terminal will pollute the atmosphere by releasing noxious exhaust and diesel fumes into the air, all of which will be harmful to public health, safety, comfort and general welfare.

69. Upon information and belief, the proposed development and trucking terminal will have an adverse impact on aquatic resources. A large portion of the pollution comes from vehicle exhaust. With thousands of additional trucks and other vehicular traffic each day, there will be a tremendous quantity of pollution washed from road surfaces with each storm. These pollutants include carbon, sediment, road-salt, along with a long list of toxic contaminants. This will adversely impact wetlands, streams or other aquatic resources. Upon information and belief, no environmental impact studies have been performed.

70. Upon information and belief, the proposed development and trucking terminal will harm wildlife. Wildlife is abundant in this area, including a Bison herd and Bald Eagles. In addition to collisions with wildlife, pollutants washed from road surfaces harm wildlife. Traffic noise and light pollution also has a significant negative effect on birds and mammals.

71. The proposed development and trucking terminal will burden an already burdened police, fire, highway and other governmental services.

72. The proposed development and trucking terminal will cause increased traffic congestion and increase Plaintiffs' travel times. The Plaintiffs and other members of the community will waste time and fuel being stuck on congested traffic on account of the increase in thousands of semi-trucks and other vehicular traffic on community roadways each day.

73. The proposed development and trucking terminal will increase rail traffic in the immediate area and beyond resulting in further delays at railroad crossings thereby increasing Plaintiffs' travel times and costs.

74. The operation of the trucking motor freight terminal would amount to a private nuisance.

75. The proposed development and trucking terminal will constitute an invasion and interference of Plaintiffs' interest in the use and enjoyment of their land. This invasion and interference will be substantial, and either intentional or negligent, and unreasonable. The invasion will be offensive, physically, to the senses, and by such offensiveness will make life uncomfortable.

76. The harm done to the Plaintiffs in the absence of an injunction substantially outweighs any benefit caused by Defendants' use of the land and the suitability of the use in the Subject Property.

77. Plaintiffs lack an adequate remedy at law.

78. Plaintiffs have a legal tangible interest in the controversy in need of protection.

79. Defendants have opposing interests in the controversy.

**WHEREFORE**, Plaintiffs request:

- a. A declaratory judgment that the Pre-Annexation Agreement is null and void;
- b. A declaratory judgment that the Annexation of the Property is unlawful;
- c. A preliminary and permanent injunction enjoining the Defendants from proceeding with the development of the industrial business park; and,
- d. An award of costs and any other relief the Court deems appropriate.

***COUNT II (DECLARATORY AND INJUNCTIVE RELIEF/PUBLIC NUISANCE)***

80. Plaintiffs reallege and incorporate by reference paragraphs 1 through 79 as if fully set forth herein.

81. The proposed development, warehouses and trucking terminal will constitute an unreasonable interference with rights common to the general public.

82. The proposed development, warehouses and trucking terminal will injuriously affect the health and safety of the public. The development will cause substantial annoyance, inconvenience and injury to the public.

83. The general public, including residents who reside in close proximity to the development, have certain rights, including the rights of public health, public safety, public peace, public comfort and public convenience.

84. The proposed development, warehouses and trucking terminal will be detrimental and injurious to the public health, public safety and public peace. The proposed development will cause substantial public discomfort and public inconvenience.

85. Chapter 20, Section 20-3 of the Code of Ordinances of the City of Joliet (“Municipal Code”) provides in part:

Public nuisance means any lot, land, yard, premises or location which in its entirety, or in any part thereof, by reason of the condition in which the same is found or permitted to be or remain, shall or may endanger the health, safety, life, limb or property, or cause any hurt, harm, blight, substantial inconvenience or discomfort, damage or injury to any person, in any one or more of the following particulars:

By reason of being a menace, threat, and/or hazard to the general health and safety of the public;

By reason of the manner, location, or condition of storage of any materials or articles, regardless of whether such materials or articles are functional or have value, where such manner, location, or conditions of storage result in visual or other blight; and

All acts, conduct, omissions, conditions or things hereinafter specifically prohibited by the provisions of this article.

The various public nuisances described and enumerated in this article shall not be deemed to be exclusive but shall be in addition to all other public nuisances or nuisances described and prohibited by other city ordinances.

(Municipal Code, Chap., Section 20-3).

86. The Joliet Municipal Code further provides:

It shall be an offense and constitute a public nuisance to maintain private property in all districts in such a manner so as to cause a detrimental effect to adjacent properties . . . , as well as any of the following:

\* \* \*

No building, vehicle, structure, receptacle, yard, lot, premises, or part thereof, shall be made, used, kept, maintained, or operated in the city if such use, keeping, maintaining, or operating shall be the occasion of any nuisance, or shall be dangerous to life or detrimental to health.

(Municipal Code, Chap., Section 20-4).

87. The proposed development, warehouses and trucking terminal will constitute a public nuisance under the Joliet Municipal Code.

88. The proposed development, warehouses and trucking terminal will cause a detrimental effect to adjacent properties

89. The proposed development, warehouses and trucking terminal in its entirety, along with its specific parts, if permitted to proceed, will endanger the health, safety of the general public.

90. The proposed development, warehouses and trucking terminal will cause harm, blight, substantial inconvenience, and discomfort to the public.

91. The proposed development, warehouses and trucking terminal will be dangerous to life and detrimental to public health.

92. The harm done to Plaintiffs and the public in the absence of an injunction substantially outweighs any benefit caused by Defendants' use of the land and the suitability of the use in the Subject Property.

93. Plaintiffs lack an adequate remedy at law.

94. Plaintiffs have a legal tangible interest in the controversy in need of protection.

**WHEREFORE**, Plaintiffs request:

a. A declaratory judgment that the Pre-Annexation Agreement is null and void;

- b. A declaratory judgment that the Annexation of the Property is unlawful;
- c. A preliminary and permanent injunction enjoining the Defendants from proceeding with the development of the industrial business park; and,
- d. An award of costs and any other relief the Court deems appropriate.

***COUNT III (DECLARATORY JUDGMENT THAT THE PRE-ANNEXATION AGREEMENT IS NULL AND VOID AND INJUNCTIVE RELIEF FOR EASTGATE'S FAILURE TO COMPLY WITH THE EXPRESSED CONDITIONS PRECEDENT AND OTHER TERMS OF THE AGREEMENT AND FAILURE TO COMPLY WITH THE LEGISLATIVELY IMPOSED CONDITION PRECEDENT RELATING TO BRIDGE CONSTRUCTION)***

95. Plaintiffs reallege and incorporate by reference paragraphs 1 through 94 as if fully set forth herein.

96. City of Joliet Resolution No. 7519 approving and authorizing execution of the Pre-Annexation Agreement for 1,260<sup>1</sup> acres with EastGate Logistics Park Chicago, LLC was passed on April 17, 2020 by the City Council of Joliet (“Resolution”) (a copy of the Resolution is attached hereto as Exhibit 5). Said Resolution identifies 28 PIN numbers describing the properties to be annexed (hereinafter “Property”). Subsequently, the Pre-Annexation Agreement was signed by the Mayor of the City of Joliet and bears an “Effective” date of April 17, 2020.

97. Section 1 of the Pre-Annexation Agreement provides:

The City hereby agrees that, within 10 days of adoption by the Corporate Authorities of the resolution approving this Agreement the City shall execute this Agreement. The City further agrees that upon receipt by the City of (a), notice from Developer accompanied by appropriate title-company documentation providing evidence that Developer or its affiliates have completed the purchase of a majority of the Property; (b), properly executed petitions for annexation describing that portion of the Property to be annexed; and, (c), a copy of this Agreement properly executed by Developer and the owners of the Property, (collectively the “Conditions Precedent”), the City will within 60 days thereafter adopt ordinances annexing the Property to the corporate limits of the City and approving the Zoning

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<sup>1</sup> It should be noted that the Resolution references “1,260 acres” while a computation of the acreage of the relevant PINs yields a result 1,262.15 acres. The correct 1,262.15 acres shall be used herein.

of the Property. In the event that any portion of the development would include a mixed-use residential aspect, the Property in question would be subject to future Planned Unit Development (PUD) approval as is required by the Joliet Zoning Ordinance, Section 47-15A. The terms of this Agreement shall be effective only if Developer and/or its affiliates achieves the Conditions Precedent within 90 days of the execution of this Agreement by the Corporate Authorities (the “Termination Date”). If the City has not received evidence satisfactory to the City that the Conditions Precedent have been achieved by the Termination Date this Agreement shall become null and void.

(Pre-Annexation Agreement Exhibit 1).

98. Said Pre-Annexation Agreement expressly requires EastGate to provide the City of Joliet with appropriate documentation and evidence relating to proof of ownership, executed petitions for annexation and a fully and properly executed Pre-Annexation Agreement. These requirements are defined as “Conditions Precedent” (hereinafter “Conditions Precedent”, see Exhibit 1, p. 3).

99. Specifically, under the express terms of the Conditions Precedent of the Pre-Annexation Agreement, EastGate was required to: (a) provide appropriate title-company documentation that EastGate or its affiliates completed the purchase of more than 631.0725 acres of the Property; (b) submit a properly executed petition(s) for the annexation of the subject property; and (c) submit a copy of the fully executed Pre-Annexation Agreement to Joliet by July 16, 2020 (“Termination Date), 90 days after the Mayor’s April 17, 2020 signature (Pre-Annexation Agreement, § 1, p. 3).

**EastGate Fails to Provide Proof of Ownership of a “majority” of the Property**

100. On September 11, 2020, on behalf of Plaintiff, the City of Joliet was sent a Freedom of Information Act (“FOIA”) request demanding, *inter alia*, that Joliet produce the following: “[N]otice from Developer accompanied by appropriate title-company documentation providing

evidence that Developer or its affiliates have completed the purchase of a majority of the Property.”

For tracking purposes said FOIA request was assigned number R013461-091120.

101. On approximately September 15, 2020, Joliet responded to FOIA R013461-091120 and produced the documents attached hereto as Group Exhibit 6 consisting of an 89-page compilation of “Proforma” title documents and deeds (“Ownership Records”). *Id.*

102. Each of the “Proforma” policies contain the following disclaimer:

This is a PROFORMA Policy. It does not reflect the present state of the Title and is not a commitment to (i) insure the Title or (ii) issue any of the attached endorsements. Any such commitment must be an express written undertaking on appropriate forms of the Company.

(Group Exhibit 6).

103. The Ownership Records showed “Proforma” title policies for 7 PINs containing 395.2 acres.<sup>2</sup> The Ownership Records also contain documentation in the form of deeds to 14 PINs containing 273.46 acres<sup>3</sup>. EastGate failed to supply any information relating to the remaining 7 PINs consisting of 593.49 acres referenced in the Resolution.<sup>4</sup>

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<sup>2</sup> Proforma seven (7) property pins are: 10-11-14-100-004 (64.11 acres), 10-11-14-100-005 (64.11 acres), 10-11-14-200-005(34.74 acres), 10-11-14-200-013(32.24 acres), 10-11-14-300-001 (80 acres), 10-11-14-300-002(80 acres) & 10-11-27-100-008 (40 acres) for a total of 395.2 acres.

<sup>3</sup> Deeded 14 PINs are: 10-11-22-200-003 (59.77 acres), 10-11-22-200-004 (10 acres), 10-11-22-200-005 (10 acres), 10-11-22-200-006 (10 acres), 10-11-22-200-007 (10 acres), 10-11-22-200-008 (10 acres), 10-11-22-200-009 (10 acres), 10-11-22-200-010 (10 acres), 10-11-22-200-011 (10 acres), 10-11-22-200-012 (10 acres), 10-11-22-200-013 (10 acres), 10-11-22-400-007 (10 acres), 10-11-22-400-008 (30 acres) & 10-11-22-400-010 (73.69 acres) for a total of 273.46 acres.

<sup>4</sup> Remaining 7 PINs with no ownership information: 10-11-22-300-005 (78.16 acres), 10-11-23-300-001 (160 acres), 10-11-26-100-002 (80 acres) , 10-11-26-100-003 (70 acres) , 10-11-26-100-004 (10 acres) , 10-11-27-100-005 (117.665 acres) & 10-11-27-100-007 (77.65 acres) for a total of 593.49 acres.

104. The “Proforma” policies neither reflect the present state of the title nor do they offer any proof of ownership. It would therefore be improper for EastGate or the City of Joliet to rely on such documents to prove legal ownership.

105. The first of the Conditions Precedent requires “appropriate title-company documentation providing evidence that Developer or its affiliates have completed the purchase of the majority of the Property”, on or before July 16, 2020. “Proforma” documents fail to satisfy the first of the Conditions Precedent relating to proof of ownership.

106. Specifically, the “proforma” documents contained in the Ownership Records relate to 7 PINs containing 395.2 acres.

107. The remaining Ownership Records submitted by EastGate are deeds which were submitted to establish proof that EastGate owned 14 PINs encompassing 273.46 acres.

108. EastGate failed to meet the first of the Conditions Precedent wherein it was required to establish “the purchase of a majority of the Property” related to the annexation.

109. The Resolution and the related Pre-Annexation Agreement contemplated the annexation of 1,262.15 acres consisting of 28 parcels identified by their PIN numbers.

110. The term “majority” is most logically applied to the number of acres acquired by EastGate compared to the number of acres of the proposed annexation, in which case EastGate supplied documentation showing ownership of only 273.46 acres out of a total of 1,262.15 or 21.66%.

111. Even assuming arguendo that the term majority is applied to the number of properties, which would make no sense under an annexation scenario, EastGate provided proof of owning only 14 of 28 PINs which is only 50% and also not a “majority”.

112. EastGate lacked any authority to unilaterally alter the terms or conditions of the annexation authorized in the Resolution. Any modification in the size or terms of the annexation would require passage of another Resolution. Lacking such a resolution, EastGate has failed to meet the first Condition Precedent.

**Petitions for Annexation**

113. Upon information and belief and based upon the City of Joliet’s FOIA response which consisted of only Ownership Records as that term is defined herein, EastGate failed to comply with the second of Condition Precedent requiring EastGate to provide Joliet copies of “properly executed petitions for annexation describing that portion of the Property to be annexed”.

114. A review of the Ownership Records (the records provided by the City of Joliet in response to a FOIA request seeking all documents submitted to satisfy the Conditions Precedent set forth in the Pre-Annexation Agreement) shows that EastGate failed to submit annexation petitions to satisfy the second of the Conditions Precedent.

115. Although not contained within the response to FOIA R013461-091120, the Plaintiff was able to obtain by other means copies of two “Petitions for Annexation to the City of Joliet”. See Group Exhibit 7.

116. One of the Petitions is on behalf of “Eglpc Light 170, LLC” and the other is on behalf of “New Horizon Farms, LLC”. Based on the Ownership Records, it appears that EastGate submitted “proforma” documentation relating to Eglpc Light 170, LLC’s alleged ownership 2 PINs consisting of 66.98 acres. The deficiencies of the “proforma” documentation have already been discussed. Suffice it to say that EastGate has submitted no acceptable proof related to the ownership of the 66.98 acres and therefore, the Petition for Annexation filed by Eglpc Light 170, LLC fails for the same reasons.

117. Similarly, a review of the Ownership Records shows that EastGate submitted “proforma” documentation relating to New Horizon Farms, LLC’s alleged ownership of 4 PINs consisting of 288.22 acres. The same deficiencies as above renders New Horizon Farms, LLC’s Petition for Annexation defective.

118. Assuming *arguendo*, the above described Petitions were to be recognized as valid, they only cover 6 PINs and 355.2 acres and therefore fail to satisfy the second of the Conditions Precedent.

**The Petitions for Annexation Are Believed to Be Forgeries and Bear Inconsistent Dates**

119. Upon information and belief, the only petitions for annexation available to Plaintiff appear to bear a date of July 17, 2020 which makes them untimely. In addition, said petitions appear to have notarial inconsistencies calling into question the genuineness and authenticity of the documents (a copy of the aforementioned documents is attached hereto as Group Exhibit 12). For instance, one of the documents bears a signature date of “7-17-20” but a notarization date of July 16, 2020 meaning that the document was notarized the day before it was signed. This discrepancy calls into question both the notarization and the signature. The discrepancy is also significant in light of the July 16, 2020 Termination Date.

120. Further, upon information and belief and based upon a review of publicly available signature specimens of the notary, Heather R. Pfender, the notary signature is a forgery.

121. Such discrepancies raise serious questions about EastGate’s compliance with the Conditions Precedent.

122. The failure to timely comply with these Conditions Precedent by the July 16, 2020 Termination Date puts EastGate in breach of the Resolution and the Pre-Annexation Agreement and prevents EastGate from proceeding thereunder. Under the terms of the Pre-Annexation

Agreement, EastGate's failure to satisfy the conditions precedent, means that the agreement is null and void.

### **The Proposed Annexation Also Fails for Lack of Contiguity**

123. One of the bedrock legal principles underlying annexation is the requirement for contiguity. The Pre-Annexation Agreement incorporates this requirement when it describes the annexation as “comprising approximately 1,262 acres, which property is, or will be at the time of annexation contiguous to the City and not within the corporate limits of any municipality (the “Property”)", see Exhibit 1 - Pre-Annexation Agreement, p.1, 2<sup>nd</sup> “whereas” recital (emphasis added).

124. In the center of the Property sought to be annexed, there is insufficient contact to satisfy the contiguity requirement under Illinois law. Specifically, that point can be described as the contact point between PIN 10-11-22-200-004 and PIN 10-11-14-300-001. Both parcels are rectangular and only touch at one corner (think of a checkerboard where the black squares only touch another black square at the corner). The lots can also be described as “kitty corner” parcels.

125. Such minimal contact is insufficient under Illinois law since practical considerations relating to the interconnection of public utilities, gas, electric, water and sewer systems cannot be accomplished with such minimal contact. It is a physical impossibility to join such systems through such a minimal point of contact. Case law suggests that 100 feet or more might be required to satisfy the contiguity requirement under Illinois law.

126. EastGate and the City of Joliet, being well aware of this deficiency, have sought to resolve this contiguity problem by obtaining permission and authority to include what is commonly referred to as the FAA property into the annexation (“FAA Property”).

127. Upon information and belief, the FAA Property is not part of the Resolution and is not specifically addressed in the Pre-Annexation Agreement. The Pre-Annexation Agreement, as discussed earlier, requires “contiguity” but does not further define the requirements or the necessity of obtaining the FAA Property.

128. Any annexation of the Property without resolution of this issue must be declared null and void.

**Condition Precedent Relating to Construction of the Bridge**

129. Section 3 of the Pre-Annexation Agreement requires the following:

Developer shall construct a bridge over the Union Pacific Railroad and Illinois Route 53 in the location of Walter Strawn Drive and Ira Morgan Streets, including all necessary improvements and modifications (the “Bridge”) to serve as the sole access for tractor-trailer traffic to and from the Property. If the approvals necessary to construct the Bridge are not secured in a reasonable timeframe the Parties shall mutually agree to an alternate location for truck traffic to the Property.

Pre-Annexation Agreement, § 3(a), p. 4.

130. Although not expressly identified as one of the Conditions Precedent, when read as a whole and as a necessary part of the implementation of the annexation and the development outlined therein, the Bridge is an essential component of the annexation.

131. The Pre-Annexation Agreement contemplates one of two Bridge options to be resolved in a “reasonable timeframe” either by i) obtaining all necessary approvals; or ii) an agreement on an alternate route. Although not defined, under the circumstance and pursuant to a reasonable interpretation of the Pre-Annexation Agreement, the only “reasonable timeframe” for resolution of this Bridge issue is prior to the annexation. To interpret otherwise would render this requirement meaningless.

132. Upon information and belief, the needed approvals have not yet been obtained and are unlikely to be obtained because the Bridge severely and negatively impacts upon the Abraham Lincoln National Cemetery.

133. The impact of the Bridge on the Cemetery was previously discussed, suffice it to say that there is substantial resistance to the Bridge.

134. Given the reality of the many difficulties relating to the approval and construction of the Bridge, it is a violation of the Pre-Annexation Agreement to proceed to annexation until this issue is resolved.

**WHEREFORE**, Plaintiffs request:

- a. A declaratory judgment that the Pre-Annexation Agreement is null and void;
- b. A declaratory judgment that the Annexation of the Property is unlawful;
- c. A preliminary and permanent injunction enjoining the Defendants from proceeding with the development of the industrial business park; and,
- d. An award of costs and any other relief the Court deems appropriate.

**COUNT IV - CONSTITUTIONALLY DEFICIENT / ILLEGAL HEARINGS**

135. Plaintiffs reallege and incorporate by reference paragraphs 1 through 134 as if fully set forth herein.

136. The Pre-Annexation Agreement states that a public hearing on zoning was held before the City of Joliet Plan Commission on February 24, 2020.

137. The Pre-Annexation Agreement further purports that proper legal notice for the Plan Commission hearing was published and that a hearing was held that in all manners conformed with the law.

138. Pursuant to Section 13-6 of the Municipal Zoning Code, at least one public notice must be published, containing “the particular location for which the variation is requested as well as a brief statement of what the proposed variation consists.” 65 ILCS 5/11-13-6.

139. The City of Joliet never published a notice containing a brief statement of what the proposed variation consisted of prior to the February 24, 2020 Plan Commission hearing. Attached hereto as Exhibit 8 is a copy of the deficient “notice” published in the Herald News on or about February 7, 2020.

140. The City of Joliet never published a notice that stated the Plan Commission would consider the rezoning of any land at its February 24, 2020 hearing.

141. The City of Joliet never published a notice that stated the Plan Commission would consider issuing a special use permit at its February 24, 2020 hearing.

142. Pursuant to Section 2.02 of the Open Meetings Act, an agenda for a public body “shall set forth the general subject matter of any resolution or ordinance that will be the subject of final action at the meeting.” 5 ILCS 12072.02(c).

143. The public agenda for the February 24, 2020 Plan Commission meeting does not state that the Commission would be considering the rezoning of land or granting of a special use permit. A true and correct copy of the agenda for the February 24, 2020 Plan Commission meeting is attached hereto as Exhibit 9.

144. Pursuant to Section 13-18 of the Municipal Zoning Code, all testimony given at a public hearing concerning zoning shall be given under oath. 65 ILCS 5/11-13-18.

145. The Plan Commission did not hold a hearing wherein any witnesses testified under oath.

146. The Plan Commission did not provide any rules regarding participation in the public hearing regarding the Agreement.

147. The only rule published on the Plan Commission Agenda for the February 24, 2020 meeting stated:

Anyone speaking on an agenda item is entitled to speak for a maximum of 4 minutes. It is not a question and answer period and staff and the Plan Commission do not generally respond to public comments. Please note speakers who engage in conduct injurious to the harmony of the Plan Commission shall be called to order by the Presiding Officer and may forfeit the opportunity to speak.

148. At the Plan Commission's public hearing, no time restrictions were placed on the presentation by EastGate.

149. After EastGate finished its presentation, the Plan Commission addressed the audience in regard to the public's participation.

150. The Plan Commission instructed the public to adhere to the "Four-Minute Rule."

151. No member of the Plan Commission advised the public that the "Four-Minute Rule" administered during the public hearing concerning the Agreement was distinguishable from the "Four-Minute Rule" published in the agenda.

152. When members of the public presented, they were instructed to finish their presentation when they reached four minutes. The "Four-Minute Rule" did not apply to EastGate. EastGate's presentation at the hearing greatly exceeded 4-minutes.

153. When one member of the public spoke for a time exceeding four minutes, the Plan Commission directed a City of Joliet police officer to escort the presenter away from the podium.

154. The City of Joliet Plan Commission public hearing concerning the Pre-Annexation Agreement and the contemplated rezoning of land and granting of special use permit was legally deficient in the following ways:

- a. The City of Joliet failed to provide proper legal notice of the public hearing, pursuant to Section 13-6 of the Municipal Zoning Code, before the public hearing held before the Plan Commission on February 24, 2020;
- b. The published agenda for the City of Joliet’s Plan Commission meeting was legally insufficient to consider rezoning and the granting of a special use permit pursuant to Section 2.02(c) of the Open Meetings Act;
- c. The location of the considered special use was not adequately identified with specificity.
- d. The “Four-Minute Rule” stated by the Plan Commission did not provide adequate due process to interested parties to state their case against the contemplated rezoning of land and granting of a special use permit;
- e. The “Four-Minute Rule” deprived interested parties of due process in that it did not allow for adequate cross-examination of the applicant and proponents of the planned rezoning of land and granting of a special use permit;
- f. Not applying the “Four-Minute Rule” to EastGate and permitting it to exceed 4-minutes was fundamentally unfair and violated due process;
- g. The Plan Commission failed to hold a hearing with sworn testimony under oath as statutorily required by Section 13-18 of the Municipal Zoning Code.

155. The Plan Commission voted unanimously to recommend the Joliet City Council approve the Pre-Annexation Agreement with the condition that the bridge over Route 53 be constructed.

156. Pursuant to Section 11 -13-25(b) of the Municipal Zoning Code, the principles of substantive and procedural due process apply at all stages of the decision-making and review of all zoning decisions. 65 ILCS 5/11-13-15(b).

157. On April 13th, 14th, 15th, 16th, and 17th, 2020, the City of Joliet City Council held a public hearing concerning the Pre-Annexation Agreement.

158. The hearing was held remotely due to the COVID-19 health pandemic.

159. Some City Council members and staff were present in City Council chambers, while some City Council members were present via telephone conference.

160. The hearing was broadcasted live via the City of Joliet website and local public access television.

161. Neither representatives of EastGate nor members of the general public were present at the City of Joliet Chambers.

162. The City of Joliet published rules, entitled “Local State of Emergency – Temporary Public Participation Procedures” in regard to its public participation in the public hearing.

163. The procedures allowed for public participation via telephone.

164. Pursuant to the rules, callers were limited to four minutes. Upon motion, participants could be granted an additional four minutes. A true and correct copy of the public participation procedures are attached hereto as Exhibit 10.

165. As with the public hearing before the Plan Commission, no witnesses were sworn to testify under oath.

166. As with the public hearing before the Plan Commission, the City Council did not place any time restrictions upon representatives of EastGate.

167. As opposed to members of the general public who were limited to presenting their live testimony via telephone, EastGate was provided a video conference feed to present via video.

168. EastGate was also allowed to utilize a contemporaneous PowerPoint display with its presentation.

169. During the course of the public hearing, public commenters calling in by telephone were abruptly cut off and disconnected four minutes into their presentations.

170. Members of the public were not allowed to ask any questions.

171. During the course of the hearing, Julia Baum Coldwater, called in to offer testimony on behalf of herself and her husband.

172. Mrs. Coldwater specifically stated the interest that she had in the public hearing due to the proximity of the development to her residence.

173. Mrs. Coldwater stated that she had difficulty with the limited amount of time provided to present her issue.

174. Mrs. Coldwater stated the difficulty she had in presenting without the help of visual evidence.

175. Mrs. Coldwater specifically requested more time of the City Council.

176. The City Council did not entertain Mrs. Coldwater's request for more time pursuant to the procedures the City of Joliet posted.

177. Mrs. Coldwater was abruptly cut off during her presentation.

178. After Mrs. Coldwater's phone call was disconnected, the following colloquy occurred in the City Council chambers between Mayor Robert O'Dekirk and City of Joliet Corporation Counsel Martin Shanahan:

**Mr. Shanahan:** Mayor, as a reminder, if anybody wants... if four minutes is not enough, if they send to public comment, I will make them a part of the record and send them out to Council.

**Mayor O'Dekirk:** Okay, and I think your recommendation would be if we make an exception for one, we're going to have to make it for everybody.

**Mr. Shanahan:** That's correct.

179. This procedure discussed between Mayor O'Dekirk and Mr. Shanahan is contrary to the procedures the City of Joliet published before the public hearing and violative of due process.

180. The discussion between Mayor O'Dekirk and Mr. Shanahan demonstrates that the City Council preemptively chose not to follow the guidelines it published before the public hearing.

181. Aside from not following its own published procedures, the alternative procedure articulated by Mr. Shanahan, to have the public email their comments, undermines a public hearing because the other members of the public cannot see the comments contained in the emails sent to the City Council, thus defeating the “public” portion of the hearing.

182. Allowing additional comments to be made part of the record does not adequately address due process considerations because it undermines the presentation of facts and arguments; it does not ensure that other participants in the public hearing are able to review the comments; and does not ensure the finder of fact actually reviews the additional comments before rendering a vote.

183. Julie Friebele, Village Administrator of the Village of Elwood, participated in the public hearing on April 15, 2020 on behalf of the Village of Elwood.

184. Administrator Friebele stated Elwood’s interest and requested additional time to present.

185. The City Council did not entertain Administrator Friebele’s request for additional time.

186. Administrator Friebele requested the opportunity to ask questions of witnesses, specifically Tom George, Nathaniel Hagedorn, and City Manager of Joliet, Steve Jones.

187. Administrator Friebele’s request was ignored.

188. Administrator Friebele’s presentation was abruptly cut-off as she was attempting to read a letter from Steve Jones into the public record.

189. After Administrator Friebele’s presentation was cut short, Mr. Shanahan addressed the council with the following:

**Mr. Shanahan:** Under any other circumstances of course, Steve Jones wouldn’t be subject to any cross examination, but there have been a few questions that have

been asked, of course this is unique circumstances, so we're... I'm actually working on them now, the questions have been sent to their attorney and then they're responding and then we're responding to those questions so. So, basically if there's questions then you know [unintelligible], so um obviously we can't have a debate here.

190. Amy Marshall, a resident of Manhattan, participated in the public hearing held April 14, 2020. Mrs. Marshall gave a statement via telephone to the Joliet City Council. While Mrs. Marshall was speaking, Joliet City Councilwoman Jan Quillman raised her hands above her head, shaking her fists, slammed her fists down on her desk, made an audible sound of exasperation and showed, in other ways, her disagreement with the statements made by Mrs. Marshall. Mrs. Marshall was unable to see or hear the Councilwoman Quillman's response to Mrs. Marshall's statement. After Mrs. Marshall's call was disconnected, while Joliet Corporation Council Martin Shanahan announced the next caller, the following colloquy occurred in the City Council chambers between Mayor Robert O'Dekirk, Councilwoman Jan Quillman and Martin Shanahan:

**Mayor:** [Facing Quillman] Do you want to respond before [inaudible]

**Mr. Shanahan:** We have Mark on the line.

**Councilwoman Quillman:** Get your facts straight, Amy. Thank you.

**Mayor:** Mark, it's Mayor O'Dekirk ...

191. Allowing additional comments to be made part of the record does not adequately address due process considerations because it undermines the presentation of facts and arguments, it does not ensure that other participants in the public hearing are able to review the comments, it does not provide for adequate cross examination, and does not ensure the finder of fact actually reviews the additional comments before rendering a vote.

192. The Will County Community Friendly Freight Mobility Plan questionnaire, contains 53 questions. At the City Council presentation NorthPoint told the council that they had

addressed and answered all 53 questions. Plaintiff Tricia Maas was not allowed access to NorthPoint's answers to the questionnaire and was thus precluded from asking meaningful questions of NorthPoint. Defendant Joliet did not allow meaningful participation by Ms. Maas and other members of the public.

193. The Joliet City Council's public hearing concerning the Pre-Annexation Agreement and the contemplated rezoning of land and granting of special use permit was legally deficient in the following ways:

- a. The "Four-Minute Rule" implemented by the City Council did not provide adequate due process to interested parties to state their case against the contemplated rezoning of land and granting of a special use permit;
- b. The "Four-Minute Rule" deprived interested parties of due process in that it did not allow for adequate cross-examine of the applicant and proponents of the planned rezoning of land and granting of a special use permit;
- c. The City Council failed to follow their own rules established to conduct the public hearing, depriving interested parties the due process rights of being fully heard;
- d. Not applying the "Four-Minute Rule" to EastGate and permitting it to exceed 4-minutes was fundamentally unfair and violated due process;
- e. The location of the considered special use was not specifically identified.

194. The Pre-Annexation Agreement also includes a paragraph entitled "Section 5. Additional Parcels." (Exhibit 1). The Section states that the parties agree that there are several parcels that are "logical additions" to the properties annexed as part of the Pre-Annexation Agreement. *See*, Exhibit 1, p. 19.

195. The Section entitled "Additional Parcels" purports to agree to future annexation and rezoning consistent with the agreement for the unidentified parcels that are logical additions.

196. Without identifying the additional parcels, interested parties are precluded from meaningfully participating in any public hearing regarding those parcels.

197. On June 16, 2020, the Village of Elwood filed a lawsuit against the City of Joliet and EastGate in the Circuit Court of the Twelfth Judicial Circuit, Will County, Illinois in the case captioned *Village of Elwood v. City of Joliet, et al.*, Case Number 20 CH 590.

198. On October 5, 2020, the Honorable Judge Roger Rickmon granted the Village of Elwood's motion for preliminary injunction finding that the Notice (Exhibit 8) was "woefully deficient" and that the City of Joliet failed to follow the Municipal Code or its own ordinances with regard to the special use. The injunction, at least temporarily, prevents the City of Joliet from annexing, rezoning and granting the special use permit with respect to the Subject Property.

**WHEREFORE**, Plaintiffs, A, B, C, D, E, F and G, pray that this Honorable Court declare the City of Joliet's approval of the Pre-Annexation Agreement entered into with EastGate Logistics Park Chicago, LLC, void, and enjoin the City of Joliet from annexing, rezoning, and granting the special use permit pursuant to the Pre-Annexation Agreement.

**COUNT V - PETITION FOR LEAVE TO FILE  
ADDITIONAL COUNT SOUNDING IN QUO WARRANTO**

Petitioners Stop NorthPoint, LLC, by their attorneys, Robert Fioretti, Roth Fioretti LLC, Richard F. Linden and Peter V. Bustamante, for their Petition for Leave to File an Additional Count to their Complaint sounding in *Quo Warranto* against Defendant City of Joliet, state:

199. The City of Joliet has engaged and is engaging in the exercise of authority unlawfully asserted by entering into an illegal pre-annexation agreement with EastGate and NorthPoint and in continuing to pursue the annexation of the development site.

200. Unlawful annexations are properly and legally challenged through *Quo Warranto* proceedings. *See, People ex rel. Citizens For A Better Bloomingdale v. Village of Bloomingdale*, 37 Ill.App.3d 583 (1976) (An action for *Quo Warranto* may be used to challenge the authority of a municipal corporation to act.) Further, the validity of an annexation of territory to a municipality

may be raised only in an action for *Quo Warranto*. See, *People ex re. Gordon v. City of Naperville*, 30 Ill.App.3d 521 (1975).

201. On October 8, 2020, Plaintiff's counsel wrote the Attorney General and the Will County State's Attorney, requesting that they initiate a *Quo Warranto* action against the City of Joliet. To date there has been no response and Plaintiff's counsel anticipates that the request will be refused.

202. Petitioners have personal interests which are sufficiently distinct from the interests of the general public. Petitioners are directly, specifically and distinctly affected by the proposed illegal annexation in that it will result in an increase their property and local taxes; a decrease their property values; an increase traffic congestion by semi-truck and other vehicular traffic; an increase safety hazards caused by increased semi-truck and other traffic; substantially increased sound levels; substantial vibrations; exposure to dust, smoke, vibration and noise produced by the thousands of additional trucks each day; and, a substantial increase in environmental pollution, in the form of smoke, fumes soot and light, affecting the petitioners, the soil where they grow food, and their water sources.

203. The proposed complaint in *Quo Warranto* is attached hereto as Exhibit 11.

**WHEREFORE**, Petitioners pray for leave to file an Additional Count to their Complaint, sounding in *Quo Warranto* against the City of Joliet, and for such other and further relief that the Court deems appropriate.

**STOP NORTHPOINT LLC, et al.**

*/s/ Robert W. Fioretti*

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**CITY OF JOLIET, ILLINOIS  
PRE-ANNEXATION AGREEMENT**

**COMPASS BUSINESS PARK**

THIS PRE-ANNEXATION AGREEMENT (this “**Agreement**”) is made and entered into this 17th day of April, 2020, by and among the **CITY OF JOLIET**, an Illinois municipal corporation, Will County, Illinois (the “**City**”), by and through the Mayor and City Council of the City (collectively, the “**Corporate Authorities**”), and **EAST GATE – LOGISTICS PARK CHICAGO, LLC**, a Delaware limited liability company (“**Developer**”).

**WHEREAS**, Developer and the City are collectively referred to as the “**Parties**”; and

**WHEREAS**, Developer is the owner, agent of the owner, contract purchaser or agent of the contract purchaser of the real property legally described in Exhibit A, comprising approximately 1,262 acres, which property is, or will be at the time of annexation contiguous to the City and not within the corporate limits of any municipality (the “**Property**”); and

**WHEREAS**, Developer intends to develop a multi-phased light industrial business park on the Property; and

**WHEREAS**, by means of this Agreement Developer and the City intend to: (a) set forth the terms and conditions by which the Property will be annexed to the City, and, (b) set forth the terms and conditions under which the Property will be developed in the City; and

**WHEREAS**, the City is a home rule municipal corporation organized and existing under the laws of the State of Illinois, exercising the powers granted to it by the Constitution of the State of Illinois and by the statutes and laws of the State of Illinois; and

**WHEREAS**, the Parties have agreed that the Property shall be annexed and zoned to permit the orderly development of the Property; and

**WHEREAS**, the Property is depicted on the plat attached hereto as Exhibit B (the “**Plat of Annexation**”); and

**WHEREAS**, upon the satisfaction of the Conditions Precedent, defined below, the City hereby agrees to: (a), annex the Property; (b), zone the Property I-1, Light Industrial with a requirement for a future Planned Unit Development, which Developer agrees may include residential and general business components, for the portion of the Property located North of Manhattan Road; (c), grant a special use permit for the Property to allow for the development of a Freight Terminal(s) on not more than 40 Acres of the Property provided such facility is not located north of or adjacent to Manhattan Road or adjacent to property zoned or used for residential; and, (d), grant a variation to Article VII, Paragraph 47-17.17, Subparagraph (n)(29) of the City’s Zoning Ordinance to allow for trailers and wheeled containers parking (i), on the

short ends of a structure; (ii), in a double-deep stacking configuration; and (iii), perpendicular to both axes of the structure, provided, in all cases that the total number of all accessory trailer and wheeled-container parking spots on an individual site shall not exceed 1 per 1500 square feet of building floor area. Collectively the I-1 zoning, the special use permit and the variation are hereinafter referred to as the “Zoning”; and

**WHEREAS**, the Plan Commission of the City, being the commission duly designated by the Corporate Authorities for such purpose has, on February 24, 2020, held a public hearing on the petition for the Zoning for the Property; and

**WHEREAS**, due notice of said public hearing with respect to the proposed Zoning was given and published in the manner required by law, and said public hearing was held in all respects in a manner conforming to law; and

**WHEREAS**, the Corporate Authorities of the City have on April 13, 14, 15, 16, and 17, 2020, held a public hearing on this Agreement and due notice of said public hearing was given and published in the manner required by law and said public hearing was held in all respects in a manner conforming to law; and

**WHEREAS**, notices of the proposed annexation will be duly and timely given to all appropriate district officials including Township, Fire, and Library district officials; and

**WHEREAS**, the City acknowledges that the development of the Property according to the terms of this Agreement will be of substantial benefit to the City, will increase the tax base of the City, and will promote and enhance the general welfare of the City and its residents; and

**WHEREAS**, in reliance upon the execution of this Agreement by the City and the performance by the City of the undertakings hereinafter set forth to be performed, Developer is willing to undertake the obligations as hereinafter set forth and has or will materially change its position in reliance upon this Agreement and the City’s obligations under this Agreement; and

**WHEREAS**, in reliance upon the execution of this Agreement by Developer and the performance by Developer of the undertakings hereinafter set forth to be performed, the City is willing to undertake the obligations as hereinafter set forth and has or will materially change its position in reliance upon this Agreement and Developer’s obligations under this Agreement; and

**WHEREAS**, it is the desire of the parties hereto that the annexation and development of the Property proceed subject to the binding terms and conditions hereinafter contained; and

**WHEREAS**, by a favorable vote of the requisite Corporate Authorities then holding office, an ordinance has been adopted authorizing the execution of this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual promises, covenants and agreements herein contained, the parties hereto agree as follows:

### **RECITALS AND APPLICABLE LAW**

#### **Section 1. Incorporation of Recitals and Exhibits**

The preceding “Whereas” clauses and all exhibits attached hereto or referred to in this Agreement are hereby made a part of this Agreement and incorporated in the body of this Agreement as if fully set forth.

#### **Section 2. Applicable Law**

This Agreement is made pursuant to and in accordance with the provisions of the City of Joliet Code of Ordinances and the Zoning Ordinance of the City of Joliet. All terms and conditions of this Agreement, and all acts of the City pursuant to this Agreement are entered into and performed pursuant to all applicable laws and statutes.

### **DEVELOPMENT PROVISIONS**

#### **Section 1. Enactment of Annexation and Zoning**

The City hereby agrees that, within 10 days of adoption by the Corporate Authorities of the resolution approving this Agreement the City shall execute this Agreement. The City further agrees that upon receipt by the City of (a), notice from Developer accompanied by appropriate title-company documentation providing evidence that Developer or its affiliates have completed the purchase of a majority of the Property; (b), properly executed petitions for annexation describing that portion of the Property to be annexed; and, (c), a copy of this Agreement properly executed by Developer and the owners of the Property, (collectively the “Conditions Precedent”), the City will within 60 days thereafter adopt ordinances annexing the Property to the corporate limits of the City and approving the Zoning of the Property. In the event that any portion of the development would include a mixed-use residential aspect, the Property in question would be subject to future Planned Unit Development (PUD) approval as is required by the Joliet Zoning Ordinance, Section 47-15A. The terms of this Agreement shall be effective only if Developer and/or its affiliates achieves the Conditions Precedent within 90 days of the execution of this Agreement by the Corporate Authorities (the “Termination Date”). If the City has not received evidence satisfactory to the City that the Conditions Precedent have been achieved by the Termination Date this Agreement shall become null and void.

#### **Section 2. Codes and Ordinances**

Except as otherwise provided in this Agreement, all ordinances of the City as from time-to-time adopted, amended or supplemented shall be applicable to the Property and all buildings, structures, operations and activities thereon, with the exception that: (a) the uses presently allowed in the I-1 zoning classification as an allowed or special use cannot be reduced or made more restrictive in their application to the Property, including, without limitation, changing any use from a permitted use to a special use or adding additional qualifications or conditions to any current

permitted or special use; and (b) any change in an ordinance which the City intends to apply to the Property must also be applicable to all industrially zoned property in the City.

Notwithstanding anything herein to the contrary, to the extent of any conflict, ambiguity or inconsistency between the terms, provisions, or standards contained in this Agreement and the terms, provisions or standards presently existing in the City ordinances, or hereafter adopted by the City, the terms, provisions and standards of this Agreement shall govern and control.

### **Section 3. Roads, Streets and Right-of-Way Improvements**

It is acknowledged by the City and Developer that access to the Property is over roads which may presently be controlled by other governmental agencies, including, but not limited to, IDOT, Will County, the Village of Elwood and Jackson Township, and that in some cases the weight limits of certain roads are restricted by such jurisdictions. In consideration of these circumstances, the City and Developer hereby agree that each will fully cooperate with the other, including consideration of jurisdictional transfers and condemnation, to accomplish the goal of providing safe and appropriate access to the Property. Developer hereby agrees to honor any weight restrictions while they may exist. All public and private roads shall be constructed to full width. Any roadways crossing Manhattan Creek or Jackson Creek shall be required to have the drainage structure designed to pass the one hundred (100) year storm event without overtopping the roadway.

Developer shall be required to construct or improve, and dedicate to the City where appropriate (or to post an amount of financial security in a form acceptable to the City guaranteeing the construction or improvement, and dedication to the City where appropriate) the following roadways in the following manner:

#### **A. Initial Minimum Road Construction and Improvements:**

Construction of the "Mississippi Avenue-Extension" from Chicago Road to the eastern edge of any site developed on the Property that fronts on the Mississippi Avenue-Extension. Developer shall construct a bridge over the Union Pacific Railroad and Illinois Route 53 in the location of Walter Strawn Drive and Ira Morgan Street, including all necessary improvements and modifications (the "Bridge") to serve as the sole access for tractor-trailer traffic to and from the Property. If the approvals necessary to construct the Bridge are not secured in a reasonable timeframe the Parties shall mutually agree to an alternate location for truck traffic to access the Property. Any alternate location would require a bridge over Route 53 in order to provide safe and restricted access to the Property. Any such mutually agreed upon alternate location shall be the sole access for tractor-trailer traffic to and from the Property. Building permits shall not be approved by the City until such sole access is agreed upon and under construction. The City will cooperate with such construction as reasonably required.

**B. Other Road Construction and Improvements:**

1. Developer shall be responsible for the improvement of any existing road located on or immediately adjacent to the Property to the full extent of its frontage along any site on the Property which is the subject of a building permit application by Developer. This requirement will be applicable to, (a) Chicago Road from Mississippi Avenue to the adjacent southern boundary of the Property; and (b) Rowell Road from Manhattan Road to the adjacent southern boundary of the Property; and (c) Manhattan Road from Rowell Road to the adjacent eastern boundary of the Property; and (f) Brown Road from the adjacent eastern boundary of the Property to the adjacent western boundary of the Property. The designs and specifications of such roads will be determined by a traffic study prepared by the Developer and reviewed and approved by the City (the "Traffic Study"). The order in which the improvements are listed below is not intended to create any order of priority.

(a) Mississippi Avenue (Chicago Road – Rowell Avenue):

- (i) This road shall have 100 feet of ROW dedicated.
- (ii) Provide three (3) 12 foot lane typical cross section with B-6.18 curb and gutter, storm sewer, and urban parkways (not open ditch).
- (iii) Based upon the Traffic Impact Study, this road may need to be expanded to five (5) 12 foot lane typical cross sections. If the Traffic Impact Study indicates this roadway needs to be expanded to a five (5) lane cross section, this wider roadway shall be constructed by the developer accordingly.
- (iv) Provide 30-foot ComEd streetlights with the LED equivalent of 250-watt high pressure sodium bulbs at 200 ft. spacing on one side of the road.
- (v) The roadway shall be designed for 100,000-pound trucks and constructed with Portland Cement Concrete accordingly.

(b) Rowell Avenue (1/2 mile south of Mississippi Avenue – Manhattan Road):

- (i) Provide 100 foot of ROW for this roadway.
- (ii) Provide three (3) 12 foot lane typical cross section with B-6.18 curb and gutter, storm sewer, urban parkways (not open ditch).
- (iii) Provide 30-foot ComEd streetlights with an LED equivalent of 250-watt high pressure sodium bulbs at 200 ft. spacing on one side of the road.
- (iv) This roadway shall be designed for 100,000-pound trucks and constructed with Portland Cement Concrete pavement.

(v) Rowell Avenue from Mississippi Avenue north to Manhattan Road is a north-south arterial and may require five (5) 12 foot lane typical cross section based upon the results of the Traffic Impact Study. Should the Traffic Impact Study require a five (5) lane cross section, this typical section would be the developer's responsibility to construct.

(c) Brown Road (1/4 mile east of Chicago Road – 1/2 mile east of Rowell Avenue):

(i) Provide 100 ft. of ROW for this roadway.

(ii) Provide three (3) 12 foot lane typical cross section with B-6.18 curb and gutter, storm sewer and urban parkways (not open ditch).

(iii) This roadway shall be designed for 100,000 pound trucks and constructed with Portland Cement Concrete pavement.

(iv) Provide 30 foot. ComEd streetlights with an LED equivalent of 250-watt high pressure sodium bulbs at 200 ft. spacing on one side of the road.

2. Additional onsite roads will be constructed by Developer to provide safe and appropriate access to facilities developed on the Property. The design and specification of such roads will be determined by the Traffic Study. If such roads are constructed to meet all existing City ordinances Developer may dedicate such roads to the City and the City will, subject to the process dictated by existing ordinances, accept such roads.

3. Additional onsite roads retained by the Developer as private roads shall meet the ordinances of the City, but excluding any limitation on the length of a cul-de-sac.

(i) All private roads shall be built with three (3) 12 foot lane typical cross section with curb and gutter, storm sewer and urban parkway (not open ditch).

(ii) Provide the same streetlighting as public streets within the Property.

(iii) Portland Cement Concrete or a Bituminous Asphalt Pavement will be allowed for the private roadways but any roads that may become public in the future (such as Mississippi Avenue from Rowell Avenue east for 1/2 mile) will be required to be Portland Cement Concrete Pavement.

(iv) Provide ingress/egress/Public Utility and Drainage easements over the private roads.

4. Other offsite road improvements along with their associated timing will be determined by the traffic study. Developer shall use every effort to achieve approval from the appropriate governing agency(s) and construct such improvements when dictated by the Traffic Study.

5. "Existing" onsite roads and currently contemplated "New" onsite roads are shown on Exhibits C.

6. Roads for which it is reasonably determined will ultimately require, (in the future and not due to development of the Property), more than a 3-lane cross-section will initially be constructed to a 3-lane cross section. If the subject road is bounded on only one side by the Property, construction of the 3-lane cross-section by Developer along with dedication by Developer to the City of one-half of the ultimate right-of-way width (typically 33 feet from centerline, but in no case more than 50 feet from centerline) shall be the full extent of the Property's required contribution. If the subject roadway is bounded by the Property on both sides the Developer shall dedicate to the City the full right-of-way width (typically 66 feet, but in no case more than 100 feet) and construct a 3-lane roadway which shall be the full extent of the Property's required contribution.

7. Roads for which it is reasonably determined will ultimately require a 3-lane cross-section will be initially constructed to a 3-lane cross-section. If the subject road is bounded on only one side by the Property, construction of the 3-lane cross-section by Developer along with dedication by Developer to the City of one-half of the final right-of-way width shall be the full extent of the Property's required contribution, and an appropriate recapture agreement shall be executed by the City and Developer for one-half of the construction costs. If the subject roadway is bounded by the Property on both sides the Developer shall dedicate to the City the full right-of-way width and a recapture agreement will not be applicable.

#### C. Closed Loop Truck Network:

Developer hereby agrees that the method of ingress and egress to and from the Property by tractor-trailers serving the Property shall occur exclusively via a Closed Loop Truck Network (the "CLTN"), and the City agrees to not prevent truck access to the CLTN from facilities located on the Property without Developer's prior written approval, which covenant shall survive the expiration or termination of this Agreement. Developer shall install, maintain, and own all necessary truck barriers, truck turn-arounds, cul-de-sacs and similar improvements in general conformance with the renderings set forth in Exhibit D ("**Truck Access Control Improvements**"), to prevent tractor-trailer access or egress to or from the Property other than via the CLTN. The Truck Access Control Improvements shall be constructed in phases as the Property is developed to, at all times, maintain the integrity of the CLTN. Developer shall have the ability to relocate the Truck Access Control Improvement planned for Brown Road adjacent to the eastern boundary of the Property, provided developer maintains the integrity of the CLTN. Unless otherwise approved by the City, Truck Access Control Improvements may only be removed from the Property to permit the extension of offsite roadways if they are moved to adjacent properties owned by Developer or its affiliates in order to maintain the CLTN.

Notwithstanding anything herein to the contrary, if, in the sole opinion of the City an event renders or is reasonably expected to render all or a portion of the CLTN incapable of accommodating regular vehicular use for a period in excess of two hours (or some other shorter time frame determined by the City), the City shall temporarily authorize truck traffic routing via a mutually acceptable alternative route.

Note that to maintain the integrity of the CLTN a bridge across Manhattan Road will be required to be constructed by Developer. Therefore, prior to issuance of any occupancy permit for an industrial facility located on the portion of the Property north of Manhattan Road Developer shall construct such bridge and the City will cooperate with such construction as reasonably required.

#### **Section 4. Sewer and Water**

It is acknowledged by the City and Developer that access to City sewer and water is not immediately available to the Property. The City and Developer agree to fully cooperate (including the use of Eminent Domain) to extend City sewer and City water to the site at the sole cost and expense of Developer, with City-approved recapture agreements where applicable.

Prior to the issuance by the City of an occupancy permit for any facility to be constructed on the Property, and subsequent to the issuance of required permits and approvals by the City and the Illinois Environmental Protection Agency (IEPA), and any other agency having jurisdiction thereof, Developer shall connect the Property to the City water utility system and the City sanitary sewer utility system. Developer shall, at its expense, be responsible for the cost of the following: acquisition of all necessary permits and approvals, the design, construction, installation, and testing of the water mains, sewer mains, sandstone well, water treatment plant, water storage tank, pumping station, lift station, modifications and/or replacement of existing water and sewer infrastructure, laterals, valves, meters, hydrants, manholes, and other appurtenances necessary for connection to City water and sewer facilities. Design engineering for items listed in the preceding sentence shall be performed by firms that are mutually agreeable to City and Developer. Developer shall design and construct water main improvements to meet fire code requirements, including the potential need for on-site storage, pumping stations, treatment facilities or any other water-utility infrastructure as deemed necessary by the City to serve the Property.

The specifications, depth, location, and connection points of the water and sewer system shall be depicted by Developer in a municipal utilities engineering plan prepared by a professional engineer in accordance with the City's current Utility Design and Inspection Policy Manual and submitted to the City for approval. Water and sewer infrastructure shall be designed in a manner to facilitate regional development in areas adjacent to the Property that will provide maximum benefit to the City's utility system. Subject to compliance with said municipal utilities engineering plan the City shall approve necessary permits and shall consent to such permits to be issued by third party agencies having jurisdiction, if applicable.

Developer shall deliver to the City duly written instruments conveying to the City all right, title, and interest Developer may have in the water and sewer mains, water storage tank, pumping station, sandstone well, water treatment plant, lift station, all modifications to existing water and sewer infrastructure and associated appurtenances (excluding the service lines on private property connected to individual buildings or facilities). Developer shall first remove all liens, encumbrances, or other adverse claims of right prior to making said conveyances.

The City requires that the Developer reimburse the City for the fees, generated by external consultants and firms associated with the study, document review, design, and construction of water and sewer improvements for the development of the Property.

Developer shall dedicate up to 20 acres of land to the City, divisible into separate parcels at mutually agreeable locations for future water treatment plant and well, water storage tank, wastewater treatment plant and lift stations. No future use restrictions shall be placed on the dedicated parcels.

**Section 5.     Residential Buffer**

It is acknowledged by the City and Developer that a portion of the Property abuts land zoned for residential use, both City-zoned residential and unincorporated will County-zoned residential. Developer hereby agrees that when subdividing any parcels, Developer will provide on the plat a 60' wide buffer (the "Buffer") for that portion of a subdivided parcel immediately abutting land zoned for residential use. This 60' wide Buffer will be in lieu of the 15' wide buffer required in Article V, Paragraph 47-14.4 of the City Zoning Ordinance. Upon development of the parcel the Buffer will have a berm constructed in it along with landscape planting and a fence in accordance with Article V, Paragraph 47-15E, Subparagraph 5.B.2 of the City of Joliet Zoning Ordinance.

**Section 6.     Subdivision**

Developer shall apply for such subdivision approvals as required by City ordinance, or as Developer deems necessary and appropriate for the orderly development of the Property. When subdivision approval is requested by Developer, the Plan Commission shall complete its review and act upon all preliminary and final plats of subdivision within sixty (60) days after submittal of a complete set of documents in compliance with this Agreement and all applicable ordinances and laws. The City acknowledges and agrees that Developer may pursue simultaneous preliminary, final, and recording subdivision plat approval. Preliminary plats, final plats, and recording plats of subdivision shall be acted on by the City Council within 45 days after action thereon by the Plan Commission. Nothing herein shall be construed to require Plan Commission or City Council approval of any plat or plan which does not meet the requirements of this Agreement, and all applicable City ordinances except as waived or modified pursuant to this Agreement. Preliminary plats, final plats, and recording plats of subdivision may be submitted for all, or any portion of the Property, at Developer's option, provided all certifications and information required by statute or ordinance are included thereon and said plats meet all the requirements of the City Subdivision Ordinance. The City shall be obligated to approve such preliminary, final, and recording plats provided they meet all the requirements of the City Subdivision Ordinance and this Agreement. Developer acknowledges that it shall comply with all the technical review, including review of topographical information, detention and storm water management plans (whether temporary or permanent, at Developer's election), utility plans, public improvements, and dedication requirements of the City Subdivision Ordinance and this Agreement.

## **Section 7. Developer Contribution**

### **A. Payment of Community Enhancement Contributions**

Developer acknowledges that the scale of the project requires a community partnership that will result in significant benefits to the Developer and City. To foster this partnership, Developer agrees to provide Community Enhancement Contributions, hereinafter defined, to the City during the term of this Agreement.

Upon annexation of substantially all of the Property as set forth in this Agreement, Developer shall make a non-refundable contribution to the City in the amount of Five Million (\$5,000,000.00) Dollars (“Initial Community Enhancement Contribution”). Except for buildings exempt, as set forth below, upon receipt by Developer of subdivision approval and receipt of a building permit for any building to be constructed on the Property, the Developer shall pay to the City, in addition to all appropriate fees applied City-wide (listed below), a non-refundable contribution in an amount equal to the square feet contained in the building to be constructed multiplied by \$0.33 (“Community Enhancement Contribution”). The total Community Enhancement Contribution, including the Initial Community Enhancement Contribution shall not exceed Six Million Six Hundred and Twenty Thousand (\$6,620,000.00) Dollars. Developer shall have no obligation to pay a Community Enhancement Contribution for any building for which a majority of the square footage of the building is to be used for a manufacturing or office use or for which state sales tax is generated. For purposes of this Agreement, a manufacturing use is one in which materials or products, whether raw or processed, are produced, processed, assembled or in any way manipulated to add value as opposed to the strict distribution of materials and products.

Developer agrees to timely pay in full at the time of the issuance of a building permit for the subject property, the following items (“Development Fees”) in accordance with the applicable Ordinances, as such Ordinances may be presently constituted or as may hereafter be amended.

- (i) Water Connection Charge, Section 31-54 of the Code of Ordinances
- (ii) Sanitary Sewer Connection Charge, Section 31-54 of the Code of Ordinances
- (iii) Fire Protection District Disconnection Fee, Section 23-43 of the Code of Ordinances (Note: This fee paid at time of annexation)
- (iv) Development Impact Fee, Section 23-60 of the Code of Ordinances
- (v) Assurances for Public Improvements, Section IV of the Subdivision Regulations, including, but not limited to, sub-section 4.5(B) thereof.

**B. Use of Community Enhancement Contribution by City**

The City shall have sole discretion as to the use of these funds, however, the purpose shall be restricted to fund projects deemed to have a community benefit to Joliet. Examples of projects eligible for funding include but are not limited to:

- (i) Park, trail, bikeway, open space development.
- (ii) Public art, public plazas, streetscape improvements.
- (iii) Preservation of historic facilities or structures.
- (iv) Support of Downtown cultural assets.
- (v) Viaduct and interstate interchange beautification.
- (vi) Neighborhood stabilization assistance.
- (vii) Public service training facility.

**C. Development Fees.** Community Enhancement Contributions shall be separate and distinct from all other fees paid pursuant to this Agreement and applicable City ordinances.

**Section 8. Storm Water Retention/Detention and Facilities Maintenance**

Storm Water detention shall be provided for the Property per the City of Joliet Subdivision Regulations and Storm Water Management Regulations.

Developer shall provide for the maintenance of private common open space, including but not limited to storm water detention/retention facilities, Truck Access Control Improvements, and other private common areas or facilities, to the extent applicable, located on the Property (the “**Common Facilities**”) in a clean and first-class manner by creating a property owners’ association or other not-for profit corporation(s) (the “**Association**”) prior to leasing any buildings or conveyance of any portion of the Property to a Third Party.

Developer shall construct a trail with associated parking and improvements along the full extent of Manhattan Creek located on the Property as depicted on Exhibit E.

Developer agrees that the City shall enact a dormant special service area (“SSA”) covering the Property to act as a back-up in the event that the Association fails to maintain the Common Facilities within the Property. The SSA will be enacted at such time as the first plat of subdivision is approved for the Property.

All storm water detention/retention facilities, including ponds and inlet and outlet structures, shall be owned and maintained by individual property owners (subject to stormwater easements) or by the Association. The City shall not be required to accept the public dedication of any storm water detention/retention facilities. At Developer's option, title to such storm water detention/retention facilities may be conveyed to the Association.

The City shall be granted appropriate drainage easements over (i) all pipes, structures, and appurtenant improvements that convey storm water from public rights-of-way or convey storm water over multiple subdivided lots and (ii) all detention/retention facilities serving the Property.

**Section 9. Public Infrastructure Construction, Dedication and Capacity**

**A. Construction and Dedication.** Except for service lines to buildings or structures, and certain private roads referenced in Section 3.B.2., all sanitary sewers, storm sewers, water mains, streets, street lights and similar appurtenant improvements, including wells, water treatment facilities, lift-stations and above-ground water storage on the Property shall be constructed by Developer in platted rights-of-way, lots, or easements in accordance with applicable City codes and ordinances and dedicated to the City upon completion and acceptance by the City. The Developer may also be required to provide easements and/or dedicated property in mutually agreeable locations where future infrastructure may be needed or where the City of Joliet needs to construct infrastructure, subject to the limitations of acreage referred to elsewhere in this Agreement.

**B. Oversize Infrastructure and Recapture.** If the City requires that Developer construct additional amounts or increased capacities of streets, culverts, bridges, sewers, lift stations, water towers, wells, water treatment facilities, or water mains than would otherwise be required to serve the Property then Developer and the City shall enter into appropriate recapture agreements. Increased capacities may also include modifications needed to existing City infrastructure, including water & sewer mains, lift stations, pumping stations and treatment facilities.

**Section 10. Project Labor Agreement**

Developer has executed a Project Labor Agreement with the Will-Grundy Building Trades Council in connection with development of the Property.

**Section 11. Affirmative Action and Local Labor**

The Developer shall stipulate in each contract it lets for the construction of infrastructure that will be dedicated to the City and private improvements for Developer that the successful contractors shall use good faith efforts to a) solicit goods and services from qualified Minority and Women Owned Business Enterprises; and b) employ minority persons and women in workforce

positions and to conduct outreach efforts to achieve the same; and c) practice a preference for local contractors, vendors, and individuals who reside in or have their place of business in Will County or the City.

**Section 12. Miscellaneous**

**A. Enterprise Zone and foreign Trade Zone**

The City shall support the Developer's effort to achieve Enterprise Zone and Foreign Trade Zone status for the Property.

**B. Learning and Career Center**

The Developer shall work with the City, Joliet Junior College, and other appropriate entities to establish a Learning and Career Center ("LCC") within a Developer owned facility on the Property. The improvements within the space for the LCC shall be constructed at the sole expense of the Developer and the space shall be provided free of charge.

**C. Traffic Impact Study**

The Developer shall be responsible to provide a traffic impact study prior to the annexation and re-zoning of the subject Property to assess the impact of the Property to onsite and offsite roads and infrastructure and to guide the design of onsite and offsite roads and infrastructure. Traffic Signal locations within the Property shall be determined by the Traffic Impact Study and shall be the responsibility of the Developer.

**D. Community Benefit Committee**

(i) A Community Benefit Committee ("CBC") shall be organized as stated below and hosted by the Developer prior to the commencement of any improvements to the Property. The CBC shall operate until development of the Property is complete. The CBC shall meet quarterly.

(ii) All members shall be selected by and be mutually agreeable to the City and Developer. All members shall volunteer their time.

(iii) The stated goals and objectives of the CBC shall be as follows:

a. Inform all members of the status of development of the Property and what to expect over the following quarter.

b. Receive, review, and respond to any complaints generated by the development of the Property.

c. Plan and host events to promote the use of local companies for the provision of materials and contractor/subcontractor services used in development of the Property.

d. Promote the training and placement of local residents into permanent jobs with companies located on the Property.

e. Promote the apprenticeship of local residents into the trade unions.

f. Promote and coordinate the community involvement efforts of the Developer and companies located on the Property for the betterment of the local community and specifically the City of Joliet.

## **E. Development Guidelines**

Any improvements, modifications, additions or demolitions of any kind performed on the Property must be designed and constructed according to the following:

### **1. Exterior Architectural Treatment**

(i) Developer shall construct “office type” façade improvements on all four corners of any cross-dock facility constructed on the Property. Should any cross-dock facility exceed 1,000 feet in length, Developer shall construct additional office type façade improvements on both sides at the approximate center of such facility. These standards shall be the same for facilities with truck docks located on only one side of the facility, but applicable only to the side opposite the truck docks.

(ii) Any wall longer than 400 feet shall include at least 10 feet of an accent panel that changes the plane of the building by at least the depth of a typical precast concrete wall panel. This should occur at a frequency of no less than every 200 feet for walls more than 500 feet in length.

(iii) All wall panels on all sides of any facility shall have architectural reveals in at least three locations measuring at least 2 inches tall by ½ inch deep.

### **2. Exterior Meet and Eat Areas**

Developer shall construct exterior “meet and eat area” improvements for employee and visitor use on all four corners of any cross-dock facility constructed on the Property. Such improvements shall include significant landscaping, concrete or brick pavement, and exterior furniture. Should any cross-dock facility exceed 1,000 feet in length, Developer shall construct

additional similar improvements on both sides at the approximate center of such facility. These standards shall be the same for facilities with truck docks located on only one side of the facility, but applicable to only the side opposite the truck docks.

(C) Exterior Lighting

- (i) All exterior lighting shall be mounted parallel to the ground, and perpendicular to the wall or pole (i.e., fixtures cannot be tipped up).
- (ii) All building mounted fixtures shall be mounted no higher than 30 feet above finished floor height. All pole mounted fixtures will be mounted no higher than 35 feet above adjacent grade.
- (iii) All exterior fixtures shall be cut off luminaires as recommended by "Dark Sky" or "Green Globe" guidelines.
- (iv) All light poles shall be round, tapered, spun aluminum.

(D) Exterior Stairs

All exterior stairs shall be aluminum.

(E) Onsite Pavement

- (i) All pavement shall be bound by B6:12 curb and gutter.
- (ii) All street access drives shall have a concrete apron spanning from the street to the ROW line.
- (iii) Minimum onsite pavement thickness shall be: Automobiles- 2-inch surface plus 2.25-inch binder plus 8-inch stone; Trucks- 2-inch surface plus 3-inch binder plus 12-inch stone.

(F) Paths and Sidewalks

- (i) An 8-foot wide combination pedestrian/bicycle path and a Route 66 Trail (defined below) along Route 53 with the specifications as set forth below shall be extended throughout the Property with all facilities on the Property having access to it. The pedestrian/bicycle path and Route 66 Trail shall be maintained by the Developer or the Association.
- (ii) Each facility shall have a sidewalk leading to the pedestrian/bicycle path. The sidewalk shall be maintained by the Developer or the Association.
- (iii) Subject to PACE approval, bus stops with shelters shall be located along the pedestrian/bicycle path.

(iv) The pedestrian/bicycle path and Route 66 Trail path shall consist of 2-inch Bituminous Surface Course over 2-inch Bituminous Binder Course over 6-inch Aggregate Base Course. Hiking / Biking paths are to be maintained by the development association or individual property owners (not the City of Joliet).

(v) The Route 66 Trail (the "Route 66 Trail") shall be constructed by Developer along any portion of the Property which is now or becomes in the future contiguous to Illinois Route 53.

(G) Electric Vehicle Chargers

Each facility shall be equipped with at least four electric vehicle chargers.

(H) Equipment Screening

Roof top HVAC equipment located closer than 60 feet to the building perimeter shall be screened from view.

(I) Fencing

(i) Fences facing a public street shall be ornamental iron and cannot exceed 8 feet in height.

(ii) Fences facing all other yards shall be black vinyl coated and cannot exceed 8 feet in height.

(iii) Razor wire and barbed wire shall not be allowed.

(iv) Fences shall not be constructed in required Front Yards.

(v) Fences adjacent to trailer storage stalls shall be located at least 10 feet behind the trailer storage curb.

(J) Naturalized Detention

All detention facilities constructed on the Property shall be "naturalized" facilities incorporating native prairie plants on 100% of the sides and bottom of each detention facility and incorporating native trees around the perimeter of the facility at a frequency of one per 40 linear feet.

(K) Compatible Standards- areas outside the corporate limits of the City of Joliet

Design and architectural standards in areas developed by Developer that are contiguous to but outside the corporate limits of the City of Joliet will not be lower than said Design and architectural standards within this Agreement.

(L) Ground-mounted business identification signage

All ground-mounted business identification signage shall be “monument style” and constructed of masonry material that matches or is consistent with the masonry of the main building. No pole or pylon signs shall be permitted. The maximum overall sign height shall be fifteen feet (15’).

(M) Wall-mounted business identification signage

All building wall-mounted business identification signage shall consist of channel-cut letters mounted on raceways which are painted to match the color of the building. No box or cabinet signs shall be permitted. Building wall-mounted signage shall be permitted to exceed the 25-foot height limitation of the Sign Regulations. However, in no event shall said signage exceed the height of the roofline of the building.

(N) Master signage package

The Developer shall submit a master signage package for staff review and approval prior to the first phase of development. Said signage package shall provide details for the common area business park signage and directional area signage for the overall development.

(O) Public Safety

The Property is located significantly south of the present service area for police, fire, and EMS response. Developer shall make a land dedication of up to fifteen (15) acres, in a mutually agreeable location, for a combined training facility for the Joliet Fire and Police Departments and the possible relocation of a fire station.

## **GENERAL PROVISIONS**

### **Section 1. Enforceability of the Agreement; Violations; Remedies.**

This Agreement shall be enforceable in the Circuit Court of Will County, Illinois by any of the Parties by an appropriate action at law or in equity to secure the performance of the provisions and covenants herein described.

Any violation of this Agreement by Developer shall entitle the City to the remedy of specific performance, and/or any other remedy available at law, in equity, or by statute.

Any violation of this Agreement by the City shall entitle Developer to the remedy of specific performance, and/or any other remedy available at law or in equity, or by statute.

No action based upon any violation of this Agreement shall be brought except until after written notice to the breaching party describing the nature of the alleged violation, and until said

party shall have had a 60 day period in which to cure the violation unless a different time period is provided in this Agreement. If the cure of such violation reasonably requires longer than 60 days to complete, then the cure period shall be extended to include such time as is reasonably necessary to complete such cure so long as the party in default is pursuing such cure in good faith and with reasonable diligence.

All remedies provided for in this Agreement are cumulative and the election or use of any particular remedy by any of the Parties hereto shall not preclude that party from pursuing such other or additional remedies or such other or additional relief as it may be entitled to either in law or in equity. Nothing herein shall be construed to limit any remedy available to any party hereto under Article 11, Division 15.1 of the Illinois Municipal Code, as presently in effect or which may hereafter be added by amendment.

In the event any action is brought arising from a breach of this Agreement, or to enforce any provision of this Agreement the prevailing party in such action shall be entitled to recover its costs, expenses and reasonable attorney's fees from the breaching party.

This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois.

**Section 2. No Waiver or Relinquishment of Right to Enforce Agreement**

The failure of any party to this Agreement to insist upon strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

**Section 3. Term of this Agreement**

This Agreement shall be binding upon all parties and their successors and assigns for a term (the "**Term**") commencing upon the execution of this agreement and expiring twenty (20) years thereafter, or for any extended time that may be validly agreed to by amendment.

**Section 4. Covenants Running with the Land**

The covenants, rights, and promises established herein by the City, upon satisfaction of the Conditions Precedent, shall run with the land and benefit the grantees, heirs, successors, subsidiaries and assigns of Developer, as well as to the mortgagees (including leasehold mortgagees) and tenants of Developer, in addition to any future fee interest purchaser of the Property. Notwithstanding the foregoing, no owner of a subdivided parcel of the Property (or any portion thereof) that has been developed for a building which the City has issued a certificate of occupancy and which is served by completed public improvements (a "**Completed Parcel**"), shall have any liability under this Agreement for any obligation except for obligations relating solely to the use of that Completed Parcel or the construction of improvements thereon, and further no

breach of this Agreement by Developer or any other successor or party shall impair or otherwise affect any Completed Parcel or owner thereof. All portions of the Property, other than a Completed Parcel, will nevertheless be subject to and bound by all the terms of and obligations under this Agreement that govern or regulate the use and development of any of the Property other than the Completed Parcel. Upon conveyance of any portion of the Property, the party conveying such portion shall be released from any further obligations under this Agreement related to the portion of the Property so conveyed that accrued after the date of conveyance, provided however that such party conveying shall not be released for any improvement, maintenance or completion guaranty required hereunder until such time as the new owner has delivered a replacement guaranty.

#### **Section 5. Additional Parcels**

At the time of this agreement there exist several parcels which the Parties agree would be logical additions to the Property (the "Additional Parcels"). Should Developer or its affiliates acquire title to one or more of the Additional Parcels the Parties hereby agree Developer shall promptly thereafter file one or more petitions to annex the Additional Parcel(s) to the City so long as said Additional Parcels are not subject to a boundary agreement, and shall file one or more petitions to zone the Additional Parcel(s) in the same manner as set forth in this Agreement. It is the intention and agreement of the Parties to this Agreement, that upon the making of such petition(s) to annex and petition(s) to zone any of the Additional Parcels, the City with the cooperation of the Developer shall take all appropriate and lawful actions, and shall enact all appropriate ordinances, so as to: (i) annex such Additional Parcel(s) to the City, (ii) amend this Agreement to include such Additional Parcel(s) as being a part of the Property and otherwise subject to this Agreement as if included herein and hereunder ab initio, and (iii) zone the Additional Parcel(s) as set forth herein set forth.

#### **Section 6. Indemnification**

Developer agrees to indemnify, defend (with counsel reasonably acceptable to the City) and hold harmless the City, 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 engineers, the successors, assigns, executors, administrators, heirs, and beneficiaries of the foregoing (the "Indemnitees"), which arise directly or indirectly from the entry of this Agreement, any actions contemplated or taken pursuant to this Agreement, including, but not limited to the annexation, rezoning, special use permits, or other City approvals, permits, or entitlements.

#### **Section 7. Severability**

If any non-material provision of this Agreement is held invalid by any court of competent jurisdiction, such provision shall be deemed to be excised here from, and the invalidity thereof shall not affect any of the other provisions of this Agreement which can be given effect without such invalid provision, and to that end, the provisions of this Agreement are severable.

**Section 8. Notices**

Any notices required or permitted to be sent pursuant to the provisions of this Agreement shall be in writing and shall be sent US mail, certified mail, national overnight express delivery courier, or hand delivery to the following addresses until written notice of change of address is given. Notice shall be deemed received on the fourth business day following deposit with or in all forms of mail, or upon proof of actual receipt, whichever shall be earlier:

**If to Developer:**

NorthPoint Development  
Attention: Patrick Robinson and Tom George  
3010 Highland Parkway Suite 440  
Downers Grove, IL, 60515

with a copy to:

Tom Osterberger  
Kavanagh Grumley & Gorbald, LLC  
111 N. Ottawa Street  
Joliet, IL, 60432

**If to the City:**

City Manager, City of Joliet  
150 W. Jefferson Street  
Joliet, IL 60431

with a copy to:

Legal Department, City of Joliet  
150 W. Jefferson Street  
Joliet, IL 60431

**Section 9. Entire Agreement**

Except as otherwise expressly provided, this Agreement supersedes all prior agreements, negotiations and exhibits, and is a full integration of the entire agreement of the parties, and may not be amended except by further written agreement duly authorized and fully executed by the Parties hereto, or, as applicable, approved by any court having or retaining jurisdiction over the subject matter of this Agreement. The attorneys for the Parties may, by mutual agreement, replace or revise the exhibits hereto to correct typographical errors or errors in legal descriptions prior to recording, and may replace any pages or exhibits containing handwritten corrections with conformed copies thereof.

**Section 10. Time of the Essence; Good Faith**

It is understood and agreed by the parties hereto that time is of the essence of this Agreement, and that all parties will make every reasonable effort, including the calling of special meetings as necessary, to expedite the subject matters hereof. It is further understood and agreed by the parties that the successful consummation of this Agreement requires the continued cooperation and best efforts of all parties.

**Section 11. Recording**

This Agreement and all the exhibits thereto, certified as to adoption by the City Clerk, shall be recorded by the City upon satisfaction of the Conditions Precedent.

**Section 12. Construction of Agreement**

No provision of this Agreement shall be construed more strongly against any party to this Agreement, the Parties recognizing that all Parties have contributed substantially to the drafting of this Agreement.

**Section 13. Conflict with Text and Exhibits**

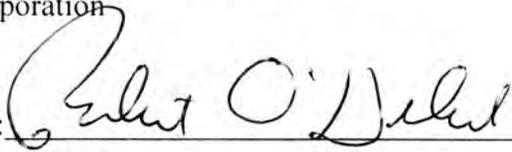
In the event of a conflict in the provisions of the text of this Agreement and exhibits attached hereto, the text of the Agreement shall control and govern.

**Section 14. Execution in Counterparts**

This Agreement may be executed in two or more counterparts, each of which may be deemed original and, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City and Developer have caused this instrument to be executed by their respective proper officials duly authorized to execute the same on the day and the year first written.

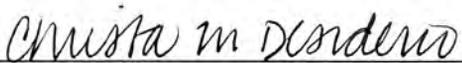
CITY OF JOLIET, a municipal corporation

By:   
Mayor

Effective 4/17/20

Date:

ATTEST:

  
City Clerk

[Seal]

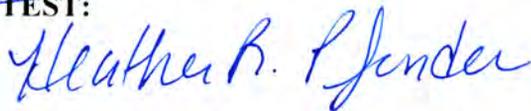
DEVELOPER – EAST GATE LOGISTICS  
PARK CHICAGO,  
a Delaware limited liability company

By: NorthPoint Development, its Manager

By:   
Nathaniel Hagedorn, its Manager

WITNESS:

ATTEST:



Owner's Consent to Agreement

The undersigned affiliates of East Gate - Logistics Park Chicago, LLC hereby consent to the terms of this Agreement and agree to be bound to the terms herein.

**EGLPC Light 170, LLC**

By: East Gate – Logistics Park Chicago, LLC,  
a Delaware limited liability company, its sole member

By: NorthPoint Development, LLC, its Manager

  
\_\_\_\_\_  
By: Nathaniel Hagedorn

**New Horizons Farms, LLC**

By: East Gate – Logistics Park Chicago, LLC,  
a Delaware limited liability company, its sole member

By: NorthPoint Development, LLC, its Manager

  
\_\_\_\_\_  
By: Nathaniel Hagedorn

**Steffes Ranch, LLC**

By: East Gate – Logistics Park Chicago, LLC,  
a Delaware limited liability company, its sole member

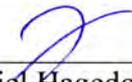
By: NorthPoint Development, LLC, its Manager

  
\_\_\_\_\_  
By: Nathaniel Hagedorn

**EGLPC Lori Steffes 40, LLC**

By: East Gate – Logistics Park Chicago, LLC,  
a Delaware limited liability company, its sole member

By: NorthPoint Development, LLC, its Manager

  
\_\_\_\_\_  
By: Nathaniel Hagedorn

**EGLPC Brown Property, LLC**

By: East Gate – Logistics Park Chicago, LLC,  
a Delaware limited liability company, its sole member

By: NorthPoint Development, LLC, its Manager

  
\_\_\_\_\_  
By: Nathaniel Hagedorn

# *Exhibit 2*



**DEPARTMENT OF VETERANS AFFAIRS**  
**National Cemetery Administration**  
**Cemetery Development & Improvement Service**  
**575 North Pennsylvania Street, Suite 495**  
**Indianapolis, IN 46204**

August 27, 2020

Julie Friebele  
Village Administrator  
Village of Elwood  
401 E. Mississippi Avenue  
Elwood, IL 60421

Subject: Potential Bridge over State Highway IL-53 on Walter Strawn Drive

Ms. Friebele,

The VA National Cemetery Administration (NCA) honors Veterans and their eligible family members with final resting places in national shrines and with lasting tributes that commemorate their service and sacrifice to our Nation. Located in Elwood, IL, Abraham Lincoln National Cemetery (ALNC) serves over 412,000 Veterans in the Chicago area. Since opening in 1999, ALNC has buried over 58,000 Veterans and family members, and expects to continue to provide this proud service for over the next 100 years. As a customer service organization with a focus on the customer experience, we strive to ensure our Veterans and their families are treated with dignity, honor, and respect.

I am writing to you to formally express concerns about a potential new bridge project that is being considered on Walter Strawn Drive crossing over State Highway IL-53 in support of a new trucking depot project "Compass Business Park" in the vicinity of both ALNC and the Village of Elwood. NCA is highly concerned that this potential bridge project will have substantial adverse impacts to the national cemetery and its customers, specifically:

Concern #1: It is VA's understanding that Compass Business Park will increase the East-West truck traffic on Walter Strawn Drive by 3,000 to 5,000+ semi-trailer trucks per day. This truck traffic on Walter Strawn Drive will substantially increase the daily risk of trucks that try to illegally come through the ALNC back gate entrance at Walter Strawn Drive and Diagonal Road intersection. VA is concerned that truck drivers will view the cemetery gates at Walter Strawn Drive and Diagonal Road intersection as a "shortcut" back to IL-53.

Concern #2: A bridge over IL-53 on Walter Strawn Drive may cause confusion to truckers trying to reach the Compass Business Park by driving southbound on IL-53. Once southbound trucks on IL-53 realize that they are passing under the bridge and cannot gain access to Compass Business Park from IL-53, their first inclination will be to turn west onto Hoff Road in an effort to use Hoff and Diagonal Roads as a "shortcut" back to Walter Strawn Drive and the bridge. This situation could substantially increase the daily risk of trucks that try to illegally come through the ALNC property on Hoff and Diagonal Roads. This situation already occurs at

ALNC on a weekly basis. During business hours alone, four to five trucks per week are flagged down by ALNC employees and turned around.

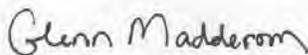
Concern #3: ALNC is currently in the design phase of a major expansion project at the cemetery that includes a secondary cemetery exit for visitors onto Walter Strawn Drive. Compass Business Park is expected to produce an increase in traffic on Walter Strawn Drive by 3,000 to 5,000+ trucks daily that could result in substantially increased traffic safety risks for the many elderly visitors that will be trying to safely exit their vehicles westbound onto Walter Strawn Drive.

Concern #4: The Developer has discussed possible installation of a truck turnaround on VA-owned property along Hoff Road near the front entrance of ALNC. VA is concerned that doing so will further encourage truck traffic on IL-53 to turn westbound onto Hoff Road to use the truck turnaround feature. The turnaround could substantially increase unwanted truck interactions with the daily cemetery visitor vehicle traffic, and further exacerbate unwanted traffic congestion and safety issues between cemetery visitor vehicles and trucks on Hoff Road. VA has strong concerns about any traffic features that would encourage trucks to turn Westbound from IL-53 onto Hoff Road, and does not intend to authorize a turnaround on VA property due to these concerns.

Concern #5: The 3,000 to 5,000+ daily increase in trucks on Walter Strawn Drive will substantially increase environmental background truck traffic noise within ALNC, thereby adversely impacting the visitor experience and the ability for visitors to partake in peaceful reflection within the solemn grounds of the national shrine facility. VA does not support increased noise levels within ALNC because it will detract from the visitor experience.

NCA greatly appreciates the partnership we have had with Village of Elwood, and the positive relationship that has been established and maintained over many years. Please feel free to contact me at 317-409-1634 with any questions.

Sincerely,



Glenn D. Madderom  
Chief, Cemetery Development & Improvement Service

CC:Sen. Richard Durbin  
Sen. Tammy Duckworth  
Rep. Bobby Rush  
Rep. Robin Kelly  
Rep. Daniel Lipinski  
Rep. Jesus Garcia  
Rep. Mike Quigley  
Rep. Sean Casten  
Rep. Danny Davis

Rep. Raja Krishnamoorthi

Rep. Janice Schakowsky

Rep. Bradley Schneider

Rep. Bill Foster

Rep. Mike Bost

Rep. Rodney Davis

Rep. Lauren Underwood

Rep. John Shimkus

Rep. Adam Kinzinger

Rep. Cheri Bustos

Rep. Darin LaHood

VFW Post 2129

Ms. Diane Sewing, Jackson Township Supervisor

Mr. Jeff L. Ronaldson, Director of Transportation, County Engineer, Will County Division of Transportation

Mr. Tom George, Director of Development, Northpoint Development

# *Exhibit 3*



March 11, 2020

To Whom It May Concern:

Illinois Soil and Water Conservation Districts (SWCD) are organized in accordance with the provisions of Chapter 70 of the Illinois Compiled statutes and are subject to powers and restrictions as set forth in paragraphs 405.1 to 405.43; the General Assembly declares it to be in the public interest to provide:

- For the conservation of the soil, soil resources, water, and water resources of this State,
- For the control and prevention of soil erosion,
- For the prevention of air and water pollution and,
- For the prevention of erosion, floodwater and sediment damages, and thereby to conserve natural resources, control floods, prevent impairment of dams and reservoirs, assist in maintaining the navigability of rivers and harbors, conserve wildlife and forests, protect the tax base, protect and promote the health, safety, and general welfare of the people of this State.

It is the concern of the Will-South Cook SWCD that the proposed Compass Business Park includes prime Will County farmland. This farmland includes many conservation practices implemented by landowners with cost-share and technical assistance provided by NRCS and the SWCD. Significant tax dollars have been spent to improve and sustain the conservation of soil and water in the area.

Furthermore, development of prime farmland results in excessive soil erosion, water quality impacts, (storm water and drinking), increased flooding, urban sprawl, and negative financial impacts upon local, state, and federal government budgets.

Therefore, the policy of the Will-South Cook Soil and Water Conservation District is to oppose the plan for the proposed Compass Business Park in Elwood, Illinois.

Jim Robbins  
Chairman

Will South Cook Soil & Water Conservation District



# Will County Farm Bureau®

100 Manhattan Road • Joliet, Illinois • 60433-2761 • 815.727.4811 • Fax. 815.727.5570

March 11, 2020

Mayor Robert O'Dekirk  
City of Joliet  
150 W. Jefferson Street  
Joliet, IL 60432

Dear Mayor O'Dekirk;

The Will County Farm Bureau has met with Northpoint representatives to review and discuss the development plan for their warehouse project. They had answered several questions regarding this development. While the statement the trucks are coming because of the expansions of BNSF and the Union Pacific railroads. The build out of these parks was part of the study the County has spent over 2 years to develop to address congestions and infrastructure. The study did not include this development and time is needed to see how this will fit into the overall planning. Infrastructure needs to be addressed in a plan which is beyond the entrance and exit into the development and this includes county, township and state routes.

No plan should be approved for the annexation of the Compass Business Park \ North Point until further information can be confirmed for the closed loop access to this development and a plan is designed to address traffic for construction and operation of this development outside of the boundaries in concurrence with statements made by County Executive Larry Walsh and Will County Public Works Chairman Joe VanDuyne. We oppose any forced annexation to farmland and have concerns over the use of eminent domain.

We appreciate the working relationship we have had with the city of Joliet and wanted to make our concerns and position known. The final question we have as we have been part of the County's Freight, Infrastructure and safety study. Has there been any studies done by the city to see where the cost outweighs the benefits for bringing in more warehouses in relation to the infrastructure we currently have in place?

Sincerely,  
*Glenn Ginder*  
Glenn Ginder, President  
Will County Farm Bureau



302 N. Chicago Street  
Joliet, Illinois 60432



(815) 774-7480  
Fax (815) 740-4600

*Lawrence M. Walsh*  
*Will County Executive*

March 1, 2020

Dear Will County Residents and Municipal Officials:

During the last 15 years as Will County Executive, I have worked to ensure that Will County balances fiscal responsibility to taxpayers with responsible economic growth. I hope that my successor makes this a priority as well.

Being home to the largest inland port in all of North America has not come without issues. Undoubtedly, while traveling throughout the county, you see the deficiencies in our infrastructure as a result of the rapid growth of industrial warehousing developments.

With each municipality approving different logistics projects without any multi-jurisdictional planning, our county has been faced with a unique challenge: how do we address the issues we have and how can we accommodate future growth? We need to keep Will County moving forward, but we must come together in order to do so.

To better the quality of life for the residents in the community, Will County recently launched Moving Will County, a large-scale, desperately needed land use and truck routing study. The goal is to create a cohesive solution that proactively addresses the issues that matter most: efficient and safe truck routing, environmental safeguards, and most importantly, responsible land use plans that protect those who live and pay taxes in Will County.

Moving Will County is a taxpayer-funded study that brings together municipalities with other officials, land use planning experts, engineers, stakeholders, and our residents. Because this study is so comprehensive, we expect it to take 18-24 months to complete. This time is necessary to assess the current situation, obtain input, and create a plan that can be successfully implemented.

Municipalities should not consider projects that would compromise the integrity of this taxpayer funded study — including mega warehousing projects like North Point Development's Compass Business Park. After reviewing the current and past plans, North Point Development would undoubtedly destroy our area. Recklessly approving this project would cause monumental consequences, inhibit future growth, and cause irreparable damage to our county.

If North Point is successful, it will mark the beginning of the end of Will County as we know it.

Resolution No. 2-01-2018

IN OPPOSITION to PROPOSED WAREHOUSE DEVELOPMENT COMPASS BUSINESS PARK  
BY NORTHPOINT DEVELOPMENT

WHEREAS, Northpoint has proposed the industrial development and building of Compass Business Park consisting of 2,200 acres in Jackson Township which shares borders with Manhattan Township.

WHEREAS, the Manhattan Township Board including the Trustees, Supervisor, Road Commissioner, Clerk, Assessor, and Collector. We, as a board, believe this project to be detrimental to Manhattan Township and surrounding areas. Due to a higher volume of traffic caused by Northpoint employees and transit drivers, we feel it will create a negative impact on public safety because the Township roads were not built to withstand additional traffic, nor will there be enough police to patrol them.

WHEREAS, increased traffic will cause a burden on the infrastructure of Manhattan Township Road District. Costly repairs to the damaged roads will fall on the tax payers of the Township.

WHEREAS, this industrial development will negatively affect the quality of life for our residents by creating an increase of air and noise pollution.

WHEREAS, our Township residents truly appreciate Midewin National Tallgrass Prairie and would like to preserve it for future generations. Northpoint may disrupt the wildlife and native vegetation found within the National Park.

NOW THEREFORE BE IT RESOLVED by the Township Supervisor and the Board of Trustees of Manhattan Township, Will County, Illinois that it go on record as OPPOSING the Northpoint Development's proposed industrial development adjacent to Manhattan Township.

AYES: 5

NAYES: 0

ABSENT: 0

PRESENTED to the Board of Trustees of Manhattan Township, Will County, IL, this 28<sup>th</sup> day of February, 2018.

PASSED by the Board of Trustees of Manhattan Township, Will County, IL, this 28<sup>th</sup> day of February, 2018.

SIGNED by the Township Supervisor of the Board of Trustees of Manhattan Township, Will County, IL, this 28<sup>th</sup> day of February, 2018.



James F. Walsh  
Township Supervisor  
Township of Manhattan  
Will County, IL



ATTESTED By: Kelly Baltas  
Township Clerk  
Township of Manhattan  
Will County, IL

**RESOLUTION of MANHATTAN SCHOOL DISTRICT 114 BOARD of EDUCATION**

WHEREAS, NorthPoint Development (NorthPoint) has proposed the development of an industrial development and building of the Compass Business Park which shall consist of approximately 2,200 acres in Jackson and Manhattan Townships, encompassing territory within and outside the boundaries of Manhattan School District 114; and

WHEREAS, this Board of Education, based on a committee meeting with representatives from NorthPoint and promotional information supplied to the committee by NorthPoint Development; and

WHEREAS, this Board of Education having received testimony from residents of Manhattan and Elwood villages over the past several months and hearing solicited testimony from the Superintendent of Elwood Community Consolidated School District 203 at a regularly scheduled meeting of the board in order to receive details of the adverse impact expected by Elwood Community Consolidated School District 203; and

WHEREAS, based on the opposition expressed through the adoptions of resolutions by Elwood Community Consolidated School District 203, Elwood Fire Protection District, Manhattan Township Board including the Trustees, Supervisor, Road Commissioner, Clerk, Assessor, and Collector, and Jackson Township Board; and

WHEREAS, the Village of Manhattan has filed Suit against the Village of Elwood over the Proposed NorthPoint project pertaining to a dispute involving the existing boundary agreement between the two villages; and

WHEREAS, this Board of Education opposes the creation of an Enterprise Zone or TIF District within the boundaries of the Manhattan School District 114; and

WHEREAS, this Board of Education and its administration after prolonged consideration of the matter has determined that the proposed industrial development by NorthPoint is not in the best interest of Manhattan School District 114, its students, or its citizens residing within the boundaries of the district; and

WHEREAS, it is the opinion of this Board of Education that any such development would adversely affect the current student population growth and more importantly, the safety of its students; and

NOW, Be it Hereby Resolved by this Board of Education that it go on record as OPPOSING the proposed NorthPoint industrial development currently proposed within the boundaries of the Manhattan 114 School District.

Member Moving for adoption of the foregoing Resolution:

Dan DeCaprio

Member Seconding adoption of the foregoing Resolution:

Joe Mitchell

Roll Call Vote of Members Present:

AYE: 7

NAY: 0

Date: 4-11-18

Scott Mancke  
Board President Signature

Date: April 11, 2018

[Signature]  
Board Secretary Signature

Resolution for North Point

**Consent to action without a meeting of the Executive Committee**

Written consent to action without meeting of the Executive Committee of The Manhattan American Legion Post 0935 dated this 22nd day of February, 2020.

**IT WAS RESOLVED THAT:**

We, the members of Manhattan American Legion, stand with the community of Manhattan, IL against North Point proposed bridge project and infringement of community access to roadways including but not limited to US Route 52 and Manhattan Road.in Manhattan.

In addition, the Legion Membership agrees with officials believing the business park will affect the quality of life due to drastic change in landscape, disruption of funeral processions for Abraham Lincoln National Cemetery and a negative impact on the safety of residents. It will increase air, light and noise pollution, and cause a burden to the current infrastructure, and would cut off easy access to Manhattan and Joliet.

Dated in the State of Illinois this 22nd day of February, 2020

John Kestel	Commander
Jim Romain	SR. Vice Commander
Richard Smerz	JR. Vice Commander
Roger Bradley	Finance Officer
Larry Musson	Adjutant

**RESOLUTION**

WHEREAS, North Point Development (North Point) has proposed an industrial development that would encompass land in close proximity to the Laraway Community Consolidated School District 70C; and

WHEREAS, this Board of Education and its administration after consideration of the matter has determined that the proposed industrial development is NOT in the best interest of the Laraway Community Consolidated School District 70C, its students or its citizens residing within the boundaries of the District; and

WHEREAS, it is the opinion of this Board of Education that any such development by North Point would adversely affect the safety of its students and citizens.

NOW, Be It Herby Resolved by this Board of Education that it go on record as OPPOSING the North Point Development's proposed industrial development in close proximity to the boundaries of the School District.

Member Fleet moved adoption of the foregoing Resolution and Member Hopkins second the motion. Upon a roll call vote being taken, the members voted as follows:

AYE: Brass, Fleet, Hopkins, Knight, Matenaer, G Washington

NAY: —

ABSENT: L Washington

ABSTAIN: —

Dated: 3-10-20

Dated: 3-10-20

James E. Knight

President

Michele Matenaer

Secretary

**Resolution No. 1718-04**  
**IN OPPOSITION to PROPOSED WAREHOUSE DEVELOPMENT "COMPASS BUSINESS PARK" BY**  
**NORTHPOINT DEVELOPMENT**

**WHEREAS**, there has been an unofficial proposal to the construction and development of Compass Business Park comprised of 2200 acres of Jackson Township.

**WHEREAS**, the Jackson Township Board including the Township Supervisor, Township Clerk, Township Collector, Township Assessor and Highway Commissioner believes the project to be detrimental to the township residents and surrounding area in the Village of Elwood and the Village of Manhattan in that it will affect the quality of life in Jackson Township and surrounding communities due to drastic change in landscape, negative impact on food supply, disruption of funeral processions to Abraham Lincoln National Cemetery, and a negative impact on the safety of our constituents.

**WHEREAS**, it will cause an increase in air, light and noise pollution to the detriment of our constituents.

**WHEREAS**, it will cause an unnecessary and costly burden on the current infrastructure of Jackson Township by means of an increase in vehicle traffic, increased need to repair damaged roads, and cutting off Jackson Township residents from easy access to Manhattan and Joliet.

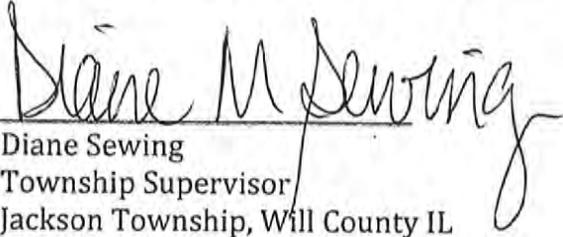
**NOW THEREFORE BE IT RESOLVED** by the Township Supervisor and the Board of Trustees of Jackson Township, Will County, Illinois that the opposition of the Township be made known to Compass Business Park as proposed by NorthPoint Development.

AYES: 4  
NAYES: 0  
ABSENT: 1

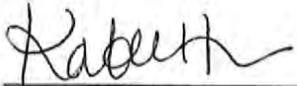
**PRESENTED** to the Board of Trustees of Jackson Township, Will County, IL this 21<sup>st</sup> day of September, 2017.

**PASSED** by the Board of Trustees of Jackson Township, Will County, IL this 21<sup>st</sup> day of September, 2017.

**SIGNED** by the Township Supervisor of the Board of Trustees of Jackson Township, Will County, IL this 21<sup>st</sup> day of September, 2017.

  
\_\_\_\_\_  
Diane Sewing  
Township Supervisor  
Jackson Township, Will County IL

ATTEST:

  
\_\_\_\_\_  
Kathryn Hunt  
Village Clerk  
Jackson Township, Will County Illinois



**RESOLUTION NO. 01082018**

**A RESOLUTION BY THE ELWOOD FIRE PROTECTION DISTRICT OPPOSING THE NORTHPOINT INTERMODAL DEVELOPMENT AND THE ZONING AND ANNEXATION PROCESS PROPOSED TO THE VILLAGE OF ELWOOD, ILLINOIS**

**WHEREAS**, the Elwood Fire Protection District, Will County, Illinois (the "District") is an Illinois unit of local government (Constitution, Art. VII, Section 1) and fire protection district duly organized and existing pursuant to Illinois law including the Fire Protection District Act (70 ILCS 705/1 *et seq.*); and

**WHEREAS**, the District's Board of Trustees (the "Board") is advised of a proposed development within the Village of Elwood and adjacent to the Village of Elwood known as "Northpoint/Compass Business Park" ("Compass Business Park"); and

**WHEREAS**, the Board is advised that proposed development in its initial stages will consist of approximately 851 acres, 675 of which are proposed to be annexed into the Village and the remaining 176 are already within the Village; and

**WHEREAS**, the proposed development will be an intermodal facility resulting in a tremendous increase in construction, in truck traffic and resultant automobile traffic within the community represented and served by the Elwood Fire Protection District; and

**WHEREAS**, the increased traffic will create a dangerous environment for community, as previously created by the increased traffic attributed to presence of the CenterPoint Intermodal facility already located within the Fire Protection District, resulting in harm to the residents and additional financial stress upon the Fire Protection District.

**NOW THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Elwood Fire Protection District, Will County, Illinois, as follows:

**SECTION ONE**: That the Board finds the above entitled recitals to be true and correct, and by this reference incorporates each and all of them fully herein as if here restated.

**SECTION TWO**: That by this Resolution the Board opposes the Compass Business Park and requests that the Village of Elwood deny the pending applications for annexation and rezoning filed on its behalf.

**SECTION THREE:** That the Chief of the Fire Protection District is authorized to distribute this resolution and directed to serve it upon the Village Clerk of the Village of Elwood Illinois

**SECTION FOUR:** That all other resolutions, policies, or other proceedings in conflict herewith be to the extent of such conflict, are hereby repealed.

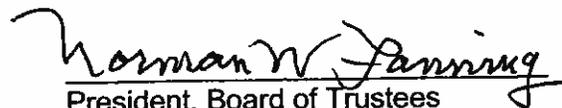
**SECTION FIVE:** This Resolution shall be in full force and effect upon its passage and approval as required by law.

**ADOPTED** this 8th day of January, 2018, by the following roll call vote:

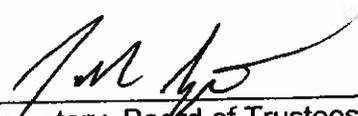
AYES:           3

NAYS:           0

ABSENT:       0

  
\_\_\_\_\_  
President, Board of Trustees  
Elwood Fire Protection District

**ATTEST:**

  
\_\_\_\_\_  
Secretary, Board of Trustees  
Elwood Fire Protection District

**SECRETARY'S CERTIFICATE**

I, John Stipanovich, the duly qualified and acting Secretary of the Board of Trustees of the Elwood Fire Protection District, Will County, Illinois, do hereby certify that attached hereto is a true and correct copy of a Resolution entitled:

**RESOLUTION NO. 01082018**

**A RESOLUTION BY THE ELWOOD FIRE PROTECTION DISTRICT OPPOSING THE NORTHPOINT INTERMODAL DEVELOPMENT AND THE ZONING AND ANNEXATION PROCESS PROPOSED TO THE VILLAGE OF ELWOOD, ILLINOIS**

which Resolution was duly adopted by said Board of Trustees at a meeting held on the 8th day of January, 2018.

I do further certify that a quorum of said Board of Trustees was present at said meeting, and the Board met all the requirements of the Illinois Open Meetings Act.

IN WITNESS WHEREOF, I have hereunto set my hand this 8th day of January, 2018.

  
\_\_\_\_\_  
Secretary, Board of Trustees  
Elwood Fire Protection District

**RESOLUTION**

WHEREAS, NorthPoint Development (NorthPoint) has proposed a 2000 acre industrial development which would encompass territory both within and outside of the boundaries of Elwood Community Consolidated School District 203; and

WHEREAS, this Board of Education has invited NorthPoint Development to make a presentation to this Board of Education regarding the proposed industrial development and has studied the proposal based upon the information supplied to it by NorthPoint Development; and

WHEREAS, this Board of Education and its administration after prolonged consideration of the matter has determined that the proposed industrial development is NOT in the best interest of Elwood Community Consolidated School District 203, its students or its citizens residing within the territory of the District; and

WHEREAS, it is the opinion of this Board of Education that any such development by NorthPoint would adversely affect student population, and the safety of its students;

NOW, Be It Hereby Resolved by this Board of Education that it go on record as OPPOSING the NorthPoint Development's proposed industrial development within the boundaries of the School District.

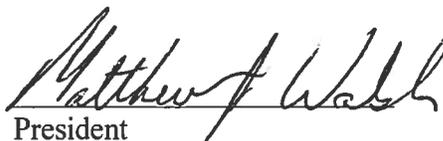
Member Mrs. Bosonetta moved adoption of the foregoing Resolution and Member Mrs. Stipanovich seconded the motion. Upon a roll call vote being taken, the members voted as follows:

AYE: 5

NAY: 1

The President declared the motion duly adopted.

Dated: 11/16/2017

  
President

Dated: 11/16/2017

  
Secretary



[WWW.CHEERSTOTHEWARRIORS.ORG](http://WWW.CHEERSTOTHEWARRIORS.ORG)

**Dear Mayor O'dekirk and the Joliet City Council:**

On behalf of Cheers to the Warriors, I am writing to alert you to the alarming problem we have at Abraham Lincoln National Cemetery with the growing number of semi trucks. On several occasions, truck drivers have gotten lost inside the cemetery and have literally driven over our heroes graves.

Another critical concern is that these large trucks are interfering with military funeral processions along Route 53, including driving in between the hearses and processional vehicles behind.

There are too many unanswered questions for any of you to be considering a project of this magnitude, including traffic management within and outside Joliet's borders. Decisions on the bridge, traffic patterns and roads have not been finalized.

We have many members who have been following NorthPoint for the past few years. We are convinced that none of the options NorthPoint has presented, including with their proposed bridge over Walter Strawn Drive, will protect our cemetery and only increase the frequency of problems with current issues with funeral processions.

For these and many other reasons, we are strongly opposed to NorthPoint Development in any proximity between Interstate 80, Interstate 55 and Abraham Lincoln National Cemetery, regardless whether the bridge gets approved or not.

Sincerely,

Jonathan Jans

President, Cheers to the Warriors

# *Group Exhibit 4*



## Edgerton okay's \$1 billion in IRBs

May 3, 2019 | [News](#) |

### Albert Rukwaro

*Special to The Gardner News*

The Edgerton city council approved a one billion dollar industrial revenue bond issue for the construction of commercial facilities of the Phase 2 of the Kansas City Logistics Park on April 25.

The council approved the bonds following a request by the Edgerton Land Holding Company. The bonds will be issued in multiple series for the purpose of financing the acquisition of land, constructing facilities and equipping facilities within the park.

In a cost-benefit analysis conducted by Columbia Capital, an Overland Park based municipal advisory firm, Phase 2 of LPKC is projected to total more than 13 million square feet in warehouse and distribution space -encompassing more than 1,500 acres of land.

The analysis projects that LPKC Phase 2 will create 3,519 jobs in the next 20 years. In the same period, the city will have derived \$43 million in revenues while the county is expected to get \$760,814.

According to the analysis, USD 231 will receive \$13,771,547 through 2039.

"Our analysis focuses on financial impacts to the city, Johnson County and the Gardner-Edgerton schools," Jeff White of Columbia Capital told the council. "We have not calculated the cost-benefit on other taxing jurisdictions."

Phase 2 of the logistics park is located southeast of the intersection of Interstate 35 and Homestead Lane. The city expects the project to be constructed in phases with one or more buildings being constructed and financed at a time.

The resolution stipulates that the bonds will be payable solely out of rentals, revenues and receipts derived from the lease of each project by the city to the land holding company.

The resolution also stipulates that the Logistics Park projects will be granted an exemption from taxes.

However, Edgerton will receive \$0.16 per square feet in lieu of taxes for the duration of the exemption.

According to the resolution, "Each series of bonds and the interest shall be special, limited obligations of the city payable solely out of rents, revenues and receipts of the city derived from the lease of the related project to lessee.

"The bonds shall not constitute a general obligation of the city, the state of Kansas or any other political subdivision, shall not constitute a pledge of the full faith and credit of the city, the state of Kansas or any other political subdivision and shall not be payable in any manner by taxation," according to the resolution.

During the same meeting:

the council approved a resolution allowing Edgerton Land Holding Company to assign \$60 million of the bond money to a new entity, ELHC LI LLC to proceed with the construction of a 756,000 square feet warehouse and distribution facility at the northeast corner of Waverly road and 207th Street.

## UPDATED: Edgerton approves issuance of \$500M in bonds for logistics park

Jul 14, 2010 | [News](#) |

**Corbin H. Crable**

*chcrable@gardnernews.com*

A resolution of intent to issue industrial revenue bonds totaling \$500 million for the construction of facilities related to the intermodal breezed through the Edgerton City Council on July 8.

It took council members only minutes to make the \$500 million decision. Scott Anderson of Kutak Rock LLC, treated the approval of the resolution as a foregone conclusion before the public hearing opened, and said council members could discuss further but had to issue a decision under obligation of contract.

In essence, the city had unofficially agreed to approve the IRB issuance before the public hearing occurred Thursday.

“You can discuss this as long as you want, but you’re contractually obligated (to issue a resolution of intent),” Anderson said.

He later elaborated on that statement to The Gardner News.

“What the city had agreed to was to adopt a form of a resolution of intent,” Anderson said later. “If they want to continue with the logistics park project, at some point before the first building goes in, they are contractually obligated to adopt the resolution of intent.”

Under state statute, governing bodies must convene public hearings before making decisions on topics such as issuing IRBs.

The lone speaker for the public hearing on the bonds was USD 231 Superintendent Bill Gilhaus, who noted that he had only recently received a cost benefit analysis on the project, slated to receive a 10-year, 75-percent tax abatement. The school district is the taxing entity that stands to benefit least from the project, receiving only 50 cents for each dollar it gives up related to the project. And as the town’s population grows with each facility built on the logistics park property, the school district’s resources will continue to stretch thin, Gilhaus said.

Because Gardner and Edgerton share a school district, taxpayers in both communities may see a tax increase.

“We’re concerned this places an additional burden on our district’s financial well-being,” Gilhaus said in a prepared statement. “We’re not here to judge the merit of the project. Our concern is the 75-percent tax abatement.”

Anderson said he understood USD 231’s concern but implied that it should be thankful it would receive anything period.

“You could argue that if the abatement is not there, the district would get nothing at all,” he said. “What we don’t know is how quickly people will come to the community or when the buildings will go up.”

Council members themselves did not see the cost benefit analysis until City Administrator David Dillner gave it to them only minutes before the meeting began. Even then, council members only received part of the analysis, not the entire report in whole. “For you not to have that information is concerning to me,” Gilhaus told the council, to which Mayor Don Roberts said he agreed.

Gilhaus told council members that as the school district’s student population rises, so too would the need to build yet another school in the district. He said he has estimated population growth of 458 students over the next decade, while the cost benefit analysis has formulated its numbers around a projected increase of 182 students over the next 10 years. Currently, Gilhaus said, USD 231 serves 4,500 students, and the cost to educate each student is \$7,350 per year. That cost is even higher when it comes to educating students with special needs, he said.

“We are going to have to build an additional facility,” Gilhaus told the council. “That is a concern. But the bigger concern is the cost of that facility.”

Dillner noted that the cost benefit analysis does not take into account general population growth for the city, nor does it take into account ancillary business development surrounding the logistics park.

Anderson said the city will need to convene a public hearing regarding funding for each proposed building on the logistics park property.

“If all goes as planned, we’ll be meeting like this a lot,” he said.

**RESOLUTION NO. 04-25-19A**

**A RESOLUTION DETERMINING THE INTENT OF THE CITY TO ISSUE ITS INDUSTRIAL REVENUE BONDS IN ONE OR MORE SERIES, THE AGGREGATE PRINCIPAL AMOUNT OF ALL SERIES NOT TO EXCEED \$1,000,000,000, TO PAY THE COST OF ACQUIRING, CONSTRUCTING AND EQUIPPING COMMERCIAL FACILITIES WITHIN THE LOGISTICS PARK-KC, PHASE TWO**

**WHEREAS**, the City of Edgerton, Kansas (the "City"), desires to promote, stimulate and develop the general welfare and economic prosperity of the City and its inhabitants and to further promote, stimulate and develop the general welfare and economic prosperity of the State of Kansas; and

**WHEREAS**, the City is authorized and empowered under the provisions of K.S.A. 12-1740 to 12-1749d, inclusive (the "Act"), to issue industrial revenue bonds to pay the cost of certain facilities (as defined in the Act) for the purposes set forth in the Act and to lease such facilities to private persons or entities; and

**WHEREAS**, Edgerton Land Holding Company, LLC, a Kansas limited liability company (the "Company"), has requested the City to issue its industrial revenue bonds in multiple series, the aggregate principal amount of all series not to exceed \$1,000,000,000 (the "Bonds"), for the purpose of financing the cost of acquiring, constructing, improving and equipping facilities within an industrial park, including real estate, buildings, improvements and equipment for industrial warehouses, distribution, manufacturing, flex and storage facilities and other supporting commercial uses (collectively, the "Logistics Park Phase Two Projects"), located on land southeast of the intersection of Interstate 35 and Homestead Lane and includes all of the land within the corporate limits of the City that is located south of Interstate 35, all within the City, and to lease the Logistics Park Phase Two Projects to the Company, all pursuant to the Act; and

**WHEREAS**, the Logistics Park Phase Two Projects are expected to be constructed in phases with one or more buildings and facilities being constructed and financed at a time (individually, each phase referred to herein as a "Project"); and

**WHEREAS**, it is found and determined to be advisable and in the interest and for the welfare of the City and its inhabitants that the City issue the Bonds pursuant to the Act, such Bonds to be payable solely out of rentals, revenues and receipts derived from the lease of each Project by the City to the Company, or its successors or assigns, as lessee (in such capacity, the "Lessee"); and

**WHEREAS**, the Company has also requested that the City consider granting an exemption from ad valorem taxes for each Logistics Park Phase Two Project in accordance with K.S.A. 79-201a *Second* or *Twenty-Fourth* and has indicated its intent to make payments-in-lieu of taxes upon terms to be mutually agreed to by the City and the Company in the amount set forth herein;

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF EDGERTON, KANSAS, AS FOLLOWS:**

**Section 1. Approval of Logistics Park Phase Two Projects.** The Governing Body of the City finds and determines that the acquisition, construction and equipping of the Logistics Park Phase Two Projects will promote, stimulate and develop the general welfare and economic prosperity of the City

through the promotion and advancement of physical and mental health, industrial, commercial, agricultural, natural resources and recreation development of the City, and the issuance of the Bonds to pay such costs will be in furtherance of the public purposes set forth in the Act.

**Section 2. Intent to Issue Bonds.** The Governing Body of the City determines and declares the intent of the City to assist the Company in completing the Logistics Park Phase Two Projects through the issuance of the Bonds pursuant to the Act. It is anticipated that a separate series of the Bonds will be issued for each Project. The aggregate principal amount of all series of Bonds shall not exceed \$1,000,000,000.

**Section 3. Provision for the Bonds.** Subject to the conditions of this Resolution, the City will (i) issue its Bonds in multiple series to pay the costs of acquiring, constructing, improving and equipping each Project, with such maturities, interest rates, redemption terms and other provisions as may be determined by ordinance of the City; (ii) provide for the lease (with an option to purchase) of each Project to the Lessee; and (iii) to effect the foregoing, adopt such resolutions and ordinances and authorize the execution and delivery of such instruments and the taking of such action as may be necessary or advisable for the authorization and issuance of the Bonds by the City and take or cause to be taken such other action as may be required to implement this Resolution.

**Section 4. Ad Valorem Tax Exemption.** The Company has requested an exemption from ad valorem taxes for the Logistics Park Projects in exchange for making payments-in-lieu of taxes. In consideration of the Company's decision to acquire, construct and equip the Logistics Park Phase Two Projects and subject to the further terms and conditions of this Resolution, on receipt of an application for the issuance of a series of Bonds for a Project, the City intends to take all appropriate action to prepare a cost-benefit analysis and conduct a public hearing on any ad valorem tax exemption for such Project and, following the issuance of a series of the Bonds to finance such Project, to request the Kansas Board of Tax Appeals to approve an ad valorem tax exemption, exclusive of special assessments, for all real property financed with such series of the Bonds; provided, however, that no tax exemption shall be requested for any Project or portion of a Project that is not eligible for property tax exemption pursuant to K.S.A. 79-201a *Second* or *Twenty-Fourth*. Each Project financed with the proceeds of a series of the Bonds will be eligible for a separate 10-year property tax exemption with the first year of the exemption commencing on January 1 of the calendar year following the year in which such series of the Bonds were issued. In consideration for the City's agreement to request a property tax exemption for each Project, the Company agrees to make payments-in-lieu of taxes to the City for each Project for the duration of any approved tax exemption and such payments shall be in an amount equal to \$0.16 a sq. ft. based on the size of the building to be constructed on the Project; provided, however, that the amount of payments-in-lieu of taxes may be subject to adjustment at the discretion of the City or in accordance with a Performance Agreement to be entered into between the City and the Lessee for such Project.

**Section 5. Conditions to Issuance.** The issuance of each series of the Bonds and the execution and delivery of any documents related to a series of the Bonds are subject to:

(i) receipt by the City of a completed application by the Lessee for each Project and adoption of a resolution assigning a portion of this resolution of intent by the Governing Body of the City for each Project;

(ii) obtaining any necessary governmental approvals;

(iii) agreement by the City, the Company and the purchaser of such series of the Bonds upon (a) mutually acceptable terms for such series of Bonds and for the sale and delivery thereof, and (b) mutually acceptable terms and conditions of any documents related to the issuance of such series of Bonds and the related Project, including, but not limited to, provisions relating to the security for the payment of such

1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes that this is essential for ensuring transparency and accountability in the organization's operations.

2. The second part of the document outlines the various methods and tools used to collect and analyze data. It highlights the need for consistent and reliable data collection processes to ensure the validity of the results.

3. The third part of the document describes the different types of data that are collected and how they are used to inform decision-making. It notes that a combination of quantitative and qualitative data is often used to provide a comprehensive view of the organization's performance.

4. The fourth part of the document discusses the challenges and limitations of data collection and analysis. It identifies common issues such as data quality, bias, and incomplete information, and offers strategies to address these challenges.

5. The fifth part of the document provides a summary of the key findings and conclusions of the study. It reiterates the importance of data-driven decision-making and the need for ongoing monitoring and evaluation of the organization's performance.

6. The sixth part of the document offers recommendations for future research and practice. It suggests that further exploration of advanced data analysis techniques and the integration of data with other organizational systems would be beneficial.

7. The seventh part of the document concludes with a final statement on the value of data in driving organizational success. It emphasizes that data is not just a collection of numbers, but a powerful tool for understanding and improving the organization's performance.

8. The eighth part of the document provides a list of references and sources used in the study. It includes academic journals, books, and industry reports that provide additional context and support for the findings.

9. The ninth part of the document includes a list of appendices and supplementary materials. These materials provide additional details and data that are not included in the main body of the document.

10. The tenth part of the document is a final concluding paragraph that summarizes the overall message of the document. It reiterates the key points and offers a final thought on the importance of data in the modern business environment.

series of the Bonds and provisions relating to the maintenance of the related Project;

(iv) agreement by the City and the Company on mutually acceptable terms and conditions of a Performance Agreement;

(v) payment of all costs of issuance of such series of the Bonds and all other costs and fees of the City, including the City's origination fee; and

(vi) compliance with the Act, including, but not limited to, (a) preparation of a cost-benefit analysis for each Project, and (b) completion of a public hearing on the tax exemption following notice as required by the Act, for each Project.

**Section 6. Sale of the Bonds/Authority to Proceed.** The sale of each series of the Bonds shall be the responsibility of the Lessee, but arrangements for the sale of each series of the Bonds shall be subject to the City's approval. The Company is authorized to proceed with the acquisition and completion of the Logistics Park Phase Two Projects (provided all other City approvals and permits have been obtained) and to advance such funds as may be necessary to accomplish such purposes, and to the extent permitted by law, the City shall reimburse each Lessee for such expenditures out of the proceeds of each series of the Bonds, when and if issued. Notwithstanding such authorization, the Company and each Lessee proceeds at its own risk and if for any reason, all or any series of the Bonds are not issued, the City shall have no liability to the Company or any Lessee for any reason. The Act provides that the City may only issue each series of the Bonds by adoption of an ordinance authorizing such series of Bonds and providing for the terms and details of such series of Bonds and may only approve a tax exemption following completion of a cost-benefit analysis, a public hearing and the issuance of a series of Bonds to pay the cost of the property that is the subject of the tax exemption. The City has not yet adopted an ordinance, issued any series of Bonds for the Logistics Park Phase Two Projects or completed the procedures to approve a tax exemption. This Resolution only evidences the intent of the current Governing Body to issue Bonds for the Logistics Park Phase Two Projects and to approve a tax exemption for each Project. Nothing herein shall be construed as a guaranty by the City that any series of Bonds will be issued or tax exemption approved for a Project.

**Section 7. Assignment.** The Company may assign all or a portion of its interest in this Resolution to any party only with the consent of the City.

**Section 8. Limited Obligations of the City.** Each series of Bonds and the interest thereon shall be special, limited obligations of the City payable solely out of the rents, revenues and receipts of the City derived from the lease of the related Project to the Lessee. The Bonds shall not constitute a general obligation of the City, the State of Kansas or any other political subdivision thereof, shall not constitute a pledge of the full faith and credit of the City, the State of Kansas or any other political subdivision thereof and shall not be payable in any manner by taxation.

**Section 9. Termination.** This Resolution shall terminate in the event the Logistics Park Phase Two Development Agreement dated January 25, 2018, between the City and the Company, is terminated.

**Section 10. Further Action.** SA Legal Advisors LC, Bond Counsel for the City, and officers and employees of the City, are authorized to work with the purchaser of each series of the Bonds, the Company, their respective counsel and others, to prepare for submission to and final action by the City all documents necessary to effect the authorization, issuance and sale of each series of the Bonds and other actions contemplated hereunder.

**Section 11. Effective Date.** This Resolution shall take effect and be in full force immediately after

1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes that this is essential for ensuring transparency and accountability in the organization's operations.

2. The second part of the document outlines the various methods and tools used to collect and analyze data. It highlights the need for consistent and reliable data collection processes to support effective decision-making.

3. The third part of the document focuses on the role of technology in data management and analysis. It discusses how modern software solutions can streamline data collection, storage, and reporting, thereby improving efficiency and accuracy.

4. The fourth part of the document addresses the challenges associated with data management, such as data quality, security, and privacy. It provides strategies to mitigate these risks and ensure that data is used responsibly and ethically.

5. The fifth part of the document discusses the importance of data governance and the establishment of clear policies and procedures. It stresses that a strong governance framework is necessary to ensure that data is managed in a consistent and compliant manner.

6. The sixth part of the document explores the benefits of data-driven decision-making and how it can lead to improved performance and innovation. It provides examples of how data analysis has been used successfully in various industries.

7. The seventh part of the document discusses the future of data management and the emerging trends in the field. It highlights the growing importance of artificial intelligence and machine learning in data analysis and the need for ongoing education and training.

8. The eighth part of the document provides a summary of the key points discussed and offers recommendations for organizations looking to improve their data management practices. It emphasizes the need for a holistic approach that integrates data management with overall business strategy.

9. The ninth part of the document discusses the role of data in driving organizational growth and success. It highlights how data can be used to identify new market opportunities, optimize operations, and enhance customer experiences.

10. The tenth part of the document concludes with a final thought on the importance of data in the modern business landscape. It reiterates that data is a valuable asset that, when managed effectively, can provide a significant competitive advantage.

11. The eleventh part of the document discusses the importance of data literacy and the need for employees to have the skills and knowledge to work effectively with data. It suggests providing training and resources to help employees develop these skills.

12. The twelfth part of the document discusses the importance of data security and the need to protect sensitive information from unauthorized access. It provides tips on how to implement strong security measures and ensure compliance with relevant regulations.

13. The thirteenth part of the document discusses the importance of data privacy and the need to respect individuals' rights to control their personal information. It highlights the importance of transparent data practices and obtaining informed consent from users.

its adoption by the City Council of the City.

ADOPTED April 25, 2019.



(Seal)

ATTEST:

  
Rachel A. James, City Clerk

CITY OF EDGERTON, KANSAS

  
Donald Roberts, Mayor

Logistics Park, Phase 2  
Master Resolution of Intent

# *Exhibit 5*

**RESOLUTION NO. 7519**

**RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF  
A PRE-ANNEXATION AGREEMENT FOR 1,260 ACRES WITH EAST  
GATE LOGISTICS PARK CHICAGO, LLC FOR COMPASS BUSINESS PARK  
(1,260 acres of property near the intersection of W. Manhattan Road and S. Rowell Road)**

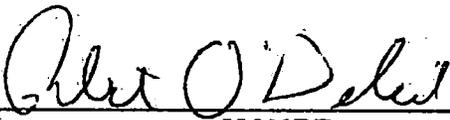
**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JOLIET, ILLINOIS, AS FOLLOWS:**

**SECTION 1:** This Pre-Annexation Agreement between the City of Joliet and East Gate Logistics Park Chicago, LLC, in substantially the same form as Exhibit "A", which is attached hereto and made a part hereof, is hereby approved.

**SECTION 2:** The Mayor and the City Clerk are hereby authorized and directed to execute the pre-annexation agreement on behalf of the City of Joliet.

**SECTION 3:** This Resolution shall be in effect upon its passage.

**PASSED** this 17<sup>th</sup> day of April, 2020

  
\_\_\_\_\_  
**MAYOR**

  
\_\_\_\_\_  
**CITY CLERK**

**VOTING YES:** Mayor O'Dekirk and Councilmen Hug, Morris, Mudron, Councilwomen Reardon and Quillman.

**VOTING NO:** Councilman Dickinson, Councilwoman Gavin and Councilman Turk.

**NOT VOTING:** None.

PINs: 10-11-23-300-001-0000, 10-11-26-100-002-0000, 10-11-26-100-003-0000, 10-11-26-100-004-0000, 10-11-27-100-005-0000, 10-11-27-100-007-0000, 10-11-27-100-008-0000, 10-11-22-400-007-0000, 10-11-22-400-008-0000, 10-11-22-400-010-0000, 10-11-22-300-005-0000, 10-11-22-200-003-0000, 10-11-22-200-004-0000, 10-11-22-200-005-0000, 10-11-22-200-006-0000, 10-11-22-200-007-0000, 10-11-22-200-008-0000, 10-11-22-200-009-0000, 10-11-22-200-010-0000, 10-11-22-200-011-0000, 10-11-22-200-012-0000, 10-11-22-200-013-0000, 10-11-14-100-004-0000, 10-11-14-100-005-0000, 10-11-14-200-005-0000, 10-11-14-200-013-0000, 10-11-14-300-001-0000 and 10-11-14-300-002-0000

ADDRESS: W. Manhattan Road and S. Rowell Road  
PLAN COMMISSION APPROVED: Yes  
CED DOC. NO.: A-4-20  
COUNCILMANIC DISTRICT NO.: 5

PREPARED BY: City of Joliet, Legal Department, 150 W. Jefferson St., Joliet, IL 60432  
RETURN TO: City of Joliet, City Clerk's Office, 150 W. Jefferson St., Joliet, IL 60432

# *Group Exhibit 6*

# ALTA OWNER'S POLICY OF TITLE INSURANCE



CHICAGO TITLE INSURANCE COMPANY

Policy Number:

**PROFORMA 20021164WF**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

## COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, CHICAGO TITLE INSURANCE COMPANY, a Florida corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

This is a PROFORMA Policy. It does not reflect the present state of the Title and is not a commitment to (i) insure the Title or (ii) issue any of the attached endorsements. Any such commitment must be an express written undertaking on appropriate forms of the Company.

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ALTA Owner's Policy (06/17/2006)

Page 1

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- 6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
- 7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
- 8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
- 9. Title being vested other than as stated in Schedule A or being defective
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
    - (i) to be timely, or
    - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
- 10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

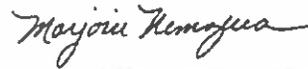
Chicago Title Insurance Company

By:



\_\_\_\_\_  
President

Attest:



\_\_\_\_\_  
Secretary



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**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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ALTA Owner's Policy (06/17/2006)



Issued By: Chicago Title Company, LLC  
2441 Warrenville Rd, Suite 100  
Lisle, IL 60532

SCHEDULE A

Address Reference: Breen & Ridge & Spangler Road , Elwood, IL 60421

Date of Policy	Amount of Insurance
PROFORMA	PROFORMA

1. Name of Insured:

EGLPC Light 170,LLC

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

EGLPC Light 170,LLC

4. The Land referred to in this policy is described as follows:

PARCEL 1:

THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE WEST 208.70 FEET OF THE SOUTH 1517.77 FEET THEREOF, ALSO EXCEPTING THEREFROM THE EAST 182.47 FEET OF THE WEST 469.47 FEET OF THE SOUTH 596.81 FEET THEREOF, EXCEPT THT PART DEDICATED TO THE PEOPLE OF THE STATE OF ILLINOIS FOR HIGHWAY PURPOSES BY DOCUMENT NUMBER 562275, ALL IN WILL COUNTY, ILLINOIS

PARCEL 2:

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 11 (EXCEPT THE NORTH 208.70 FEET OF THE EAST 313.05 FEET THEREOF) IN TOWNSHIP 34 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

PARCEL 3:

THE WEST 753.50 FEET OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 34 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE EAST 170.50 FEET OF THE WEST 924.00 FEET OF THE NORTH 660.00 FEET OF THE NORTH HALF OF SAID SOUTHEAST QUARTER, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

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**SCHEDULE A**  
(continued)

**THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED**

**END OF SCHEDULE A**

This is a PROFORMA Policy. It does not reflect the present state of the Title and is not a commitment to (i) insure the Title or (ii) issue any of the attached endorsements. Any such commitment must be an express written undertaking on appropriate forms of the Company.

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**SCHEDULE B  
EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses that arise by reason of:

**General Exceptions**

1. **Rights or claims of parties in possession not shown by Public Records.**
2. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.**
3. **Easements, or claims of easements, not shown by the Public Records.**
4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
5. **Taxes or special assessments which are not shown as existing liens by the Public Records.**
6. **Taxes for the years 2019 and 2020.**

Taxes for the year 2019 are payable in two installments.

The first installment amounting to \$395.44 is paid of record.

The second installment amounting to \$395.44 is not delinquent before September 3, 2020.

Taxes for the year 2020 are not yet due and payable.

Permanent Tax No.: (10) 11-14-200-005-0000

(affects part of Parcel 1)

7. **Taxes for the years 2019 and 2020.**

Taxes for the year 2019 are payable in two installments.

The first installment amounting to \$487.90 is paid of record.

The second installment amounting to \$487.90 is not delinquent before September 3, 2020.

Taxes for the year 2020 are not yet due and payable.

Permanent Tax No.: (10) 11-14-200-013-0000

(affects part of Parcel 1)

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ALTA Owner's Policy (05/17/2006)



**SCHEDULE B**  
**EXCEPTIONS FROM COVERAGE**  
(continued)

8. Taxes for the years 2019 and 2020.
- Taxes for the year 2019 are payable in two installments.
- The first installment amounting to \$429.91 is paid of record.
- The second installment amounting to \$429.91 is not delinquent before September 3, 2020.
- Taxes for the year 2020 are not yet due and payable.
- Permanent Tax No.: (10) 11-11-400-002-0000
- (affects part of Parcel 2)
9. Taxes for the years 2019 and 2020.
- Taxes for the year 2019 are payable in two installments.
- The first installment amounting to \$503.96 is paid of record.
- The second installment amounting to \$503.96 is not delinquent before September 3, 2020.
- Taxes for the year 2020 are not yet due and payable.
- Permanent Tax No.: (10) 11-11-400-003-0000
- (affects part of Parcel 2)
10. Taxes for the years 2019 and 2020.
- Taxes for the year 2019 are payable in two installments.
- The first installment amounting to \$296.20 is paid of record.
- The second installment amounting to \$296.20 is not delinquent before September 3, 2020.
- Taxes for the year 2020 are not yet due and payable.
- Permanent Tax No.: (10) 11-11-400-007-0000
- (affects Parcel 3 )
11. Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.

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ALTA Owner's Policy (06/17/2006)



**SCHEDULE B**  
**EXCEPTIONS FROM COVERAGE**  
(continued)

12. Rights of the public, the State of Illinois and the municipality in and to that part of the Land, if any, taken or used for road purposes, including that part dedicated in instrument recorded as Document Number 562275.  
  
(Affects Parcel 1)
13. Rights of way for drainage tiles, ditches, feeders, laterals and underground pipes, if any.
14. Rights of adjoining and contiguous owners to have maintained the uninterrupted flow of the waters of any stream which may flow on or through the Land.
15. Easement(s) for the purpose(s) and rights incidental thereto, as granted in a document, granted to Northern Illinois Gas Company, for purpose of installation, maintenance, repair, relocation, removal and renewal of gas mains, recorded on September 21, 1964 as Document No. 1018349.  
  
(For further particulars, see record.)  
  
(Affects Parcel 1)
16. Easement(s) for the purpose(s) and rights incidental thereto, as granted in a document, granted to Northern Illinois Gas Company, for purpose of installation, maintenance, repair, relocation, removal and renewal of gas mains, recorded on September 5, 1965 as Document No. 1021637.  
  
(For further particulars, see record.)  
  
(Affects Parcel 1)
17. Terms, provisions and conditions contained in Ordinance No. 95-1 annexing certain territory to the Manhattan Public Library District, recorded May 11, 1995 as Document Number R95-031559.  
  
(Affects Parcel 1)
18. Terms, provisions and conditions as contained in Ordinance No. 12416 approving an intergovernmental jurisdictional boundary agreement between the City of Joliet and the Village of Manhattan, recorded August 2, 1999 as Document Number R99-95696.  
  
Amendment recorded December 15, 2006 as Document Number R2006208512, and the terms and conditions contained therein.  
  
(Affects Parcel 1)

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**SCHEDULE B**  
**EXCEPTIONS FROM COVERAGE**  
(continued)

19. Terms, provisions and conditions as contained in Intergovernmental Jurisdictional Boundary Line Agreement between the Village of Manhattan and the Village of Elwood, Will County, Illinois pursuant to Ordinance 599 recorded August 3, 2001 as Document Number R2001101471.  
  
(Affects Parcel 1)
20. Terms, provisions and conditions contained in Resolution No. 331-05 authorizing the Village of Manhattan, Will County, Illinois to enter into an intergovernmental boundary agreement with the Village of New Lenox, Will County, Illinois recorded October 4, 2005 as Document Number R2005172622.  
  
(Affects Parcel 1)
21. Terms, provisions and conditions contained in an intergovernmental jurisdictional boundary line agreement between the City of Joliet and the Village of Manhattan, recorded January 17, 2006 as Document Number R2006010655.  
  
(Affects Parcel 1)
22. Terms, provisions and conditions as contained in Resolution No. 368-06, authorizing the Village of Manhattan, Will County, Illinois to enter into an intergovernmental boundary agreement with the Village of Elwood, Will County, Illinois recorded December 15, 2006 as Document Number R200608513.  
  
(Affects Parcel 1)
23. Terms, provisions and conditions contained in Ordinance No. 836 adopting a boundary line agreement between the Village of Elwood and the Village of Manhattan, Will County, Illinois recorded January 26, 2007 as Document Number R2007015832.  
  
(Affects Parcel 1)
24. Easement in favor of Standard Oil Company, its successors and/or assigns, for the purpose of the right to lay, maintain, inspect, operate, replace, change or remove pipelines for the transportation of oil, gas or the products thereof along a route to be selected by grantee, recorded January 10, 1947 as in Book 1141, Page 415 as Document No. 618576 on over and through the Southwest 1/4 of the Southeast 1/4 of Section 11, together with the right of ingress and egress to and from said Land for any and all necessary or incident to the exercise of the rights hereby guaranteed, and the terms and provisions contained therein, see document for particulars.  
  
(Affects Parcel 2)

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**SCHEDULE B**  
**EXCEPTIONS FROM COVERAGE**  
 (continued)

25. Easement in favor of Standard Oil Company, its successors and/or assigns, for the purpose of the right to lay, maintain, inspect, operate, replace, change or remove pipelines for the transportation of oil, gas or the products thereof along a route to be selected by grantee, recorded January 10, 1947 as in Book 1141, Page 417 as Document No. 618577, on, over and through the Southeast 1/4 of the Southeast 1/4 of Section 11, together with the right of ingress and egress to and from said Land for any and all necessary or incident to the exercise of the rights hereby guaranteed, and the terms and provisions contained therein, see document for particulars.
- (Affects Parcel 2)
26. Easement in favor of Northern Illinois Gas Company, and its/their respective successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the Land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the grant recorded July 27, 1964 as Document No. 1014330, affecting a 66 foot strip of Land, see document for particulars.
- (Affects Parcel 2 and other property)
27. Easement in favor of Northern Illinois Gas Company, and its/their respective successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the Land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the grant recorded November 30, 1964 as Document No. 1023610, affecting that part of the South 1/2 of the Southeast 1/4 of Section 11, lying between the center line line of existing public road (which extends North & South along the East line of said Section 11) and a line drawn 50 feet West of and parallel with said Public Road Center line, see document for particulars.
- (Affects Parcel 2)
28. Right of way and easement in favor of Trans-Ohio Pipeline Company, its successors and/or assigns, for the purpose to construct, lay, maintain, operate, alter, repair, remove, change the size of and replace a single 6 inch pipeline and appurtenances thereof, including but not limited to fittings tie-covers, valves, if any, corrosion control equipment and apparatus below ground or when above ground to be located at property or fence lines, for the transportation of oil, gas, petroleum products or any other liquids, gasses, or substances which can be transported thru pipelines recorded October 1, 1971 as Document No. R71-23880 affecting a 30 foot strip of the Land, together with a temporary right of way 50 foot in width, and the terms and provisions contained therein,
- (See document for particulars.)
- Partial release of easement recorded December 7, 2004 as Document Number R2004-219957.
- (Affects Parcels 2 and other property)

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**SCHEDULE B**  
**EXCEPTIONS FROM COVERAGE**  
(continued)

29. Right of way and easement in favor of Trans-Ohio Pipeline Company, its successors and/or assigns, for the purpose to construct, lay, maintain, operate, alter, repair, remove, change the size of and replace a pipeline and appurtenances thereof, including but not limited to fittings tie-covers, valves, corrosion control equipment and apparatus above or below ground for the transportation of oil, gas, petroleum products or any other liquids, gases, or substances which can be transported through pipelines, recorded October 1, 1971 as Document No. R71-23881 affecting a 30 foot strip of the Land, together with a temporary right of way 50 foot in width, and the terms and provisions contained therein, see document for particulars.

(Affects Parcel 2)

30. Cathodic easement in favor of Trans-Ohio Pipeline Company, its successors and/or assigns, for the purpose to building, constructing, extending, operating, maintaining, repairing, replacing, relocating, altering & removing a pipeline cathodic protection unit and appurtenances thereto, recorded November 9, 1972 as Document No. R72-32909, to be located over the following described Land:

Parcel 1:

The Southeast 1/4 of the Southeast 1/4 of Section 11, Township 34 North, Range 10, East of the Third Principal Meridian, except that part recorded as Document Number 1033553; and

Parcel 2:

The West 1/2 of the Southwest 1/4 of Section 12, Township 34, North, Range 10 East of the Third Principal Meridian, together with a right of ingress and egress, and the terms and provisions contained therein, see document for particulars.

(Affects Parcels 2)

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**SCHEDULE B**  
**EXCEPTIONS FROM COVERAGE**  
 (continued)

31. Grant dated February 24, 1972 and recorded March 7, 1972 as Document No. R72-5884 made by Louis Contos and others to Trans-Ohio Pipeline Company, an Ohio Corporation, its successors and assigns, a right of way and easement to construct, lay, maintain, operate, alter, repair, remove, change the size of, and replace a pipe line and appurtenances thereto, including but not limited to fittings, tie-overs, valves, corrosion control equipment and other apparatus above or below ground, for the transmission of oil, gas, petroleum products or any other liquids, gases, or substances which can be transported through pipe lines, the grantee to have the right to select, change, or alter the route before construction under, upon, over and through Lands which the undersigned owns or in which they have an interest, described as follows:

The North 1/2 of the South East 1/4 of Section 11, Township 24 North, Range 10 East of the Third Principal Meridian, a right of way 50 feet in width lying adjacent to the North side of the East 2150 feet of grantor's South boundary line in the Southwest 1/4 of Section 11.

After construction of the pipeline such right of way shall revert to 30 feet in width, being 15 feet in width on each side of the pipeline; provided further grantee may use during construction such additional widths as may be reasonably required at any point where the pipeline constructed hereunder crosses any river, stream, drainage ditch, canal or other waterway, road, railroad, pipeline crossing or other like obstruction encountered on or adjacent to the above descbbd Lands, subject to provisions of Trans-Ohio Pipeline Company drawing Toc - TO2 - 6N.1. Subject to terms and conditions therein contained.

(Affects Parcel 3 )

32. Easement in favor of the Illinois Bell Telephone Company, also known as Ameritech Illinois, and its/their respective successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the Land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the grant recorded/filed as Document No. R2000-113054.

(Affects that part of the Land described as follows:

Commencing at the West Property Line of the property and the South right of way line of Breen Road for a point of beginning; thence on a line West on said South right of way line 20 feet; thence South on a line perpendicular to said South right of way line 30 feet; thence West on a line parallel to South right of way line 20 feet; thence North 30 feet to the point of beginning.)

(Affects Parcel 3)

33. Any right, interest or claim that may exist, arise or be asserted against the Title under or pursuant to the Perishable Agricultural Commodities Act of 1930, as amended, 7 USC 499a et seq., the Packers and Stockyard Act of 1921, as amended, 7 USC 181 et seq., or any similar state laws.
34. Ordinance No. 18011 amending the zoning ordinance of the city of Joliet for reclassification of certain property, a copy of which was recorded November 27, 2019 as document R2019-085453

(affects Parcels 3)

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**SCHEDULE B**  
**EXCEPTIONS FROM COVERAGE**  
(continued)

**END OF SCHEDULE B**

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## CONDITIONS

## 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) The term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
      - (2) if the grantee wholly owns the named Insured,
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
  - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

## 2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

## 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

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(continued)

**4. PROOF OF LOSS**

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

**5. DEFENSE AND PROSECUTION OF ACTIONS**

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

**6. DUTY OF INSURED CLAIMANT TO COOPERATE**

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

**7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY**

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

- (i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

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- (ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

#### 8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
  - (i) the Amount of Insurance; or
  - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
  - (i) the Amount of Insurance shall be increased by Ten percent (10%), and
  - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

#### 9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

#### 10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

#### 11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

#### 12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within thirty (30) days.

#### 13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

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ALTA Owner's Policy (06/17/2006)



(continued)

**14. ARBITRATION**

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is Two Million and No/100 Dollars (\$2,000,000) or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of Two Million and No/100 Dollars (\$2,000,000) shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

**15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

**16. SEVERABILITY**

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

**17. CHOICE OF LAW; FORUM**

- (a) **Choice of Law:** The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.  
Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) **Choice of Forum:** Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

**18. NOTICES, WHERE SENT**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at:

Chicago Title Insurance Company  
P.O. Box 45023  
Jacksonville, FL 32232-5023  
Attn: Claims Department

**END OF CONDITIONS**

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## ENDORSEMENT - SE 287

## POLICY MODIFICATION

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Attached to Policy Number:

**PROFORMA 20021164WF**

General Exception number(s) 1, 2, 3, 4 & 5 of Schedule B of this policy are hereby deleted.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

**Chicago Title Insurance Company**

Dated: PROFORMA

Countersigned By:

PROFORMA

Authorized Officer or Agent

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Issued By:



CHICAGO TITLE INSURANCE COMPANY

Attached to Policy Number:

**PROFORMA 20021164WF**

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land as described in Schedule A to be the same as that identified on the survey made by Jacob & Heffner Associates dated May 19, 2020, and designated Job No. F345c.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

**Chicago Title Insurance Company**

Dated: PROFORMA

Countersigned By:

**PROFORMA**

Authorized Officer or Agent

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# ALTA OWNER'S POLICY OF TITLE INSURANCE

Policy Number:



CHICAGO TITLE INSURANCE COMPANY

**19CSC134001WJ- PROFORMA**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

## COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, CHICAGO TITLE INSURANCE COMPANY, a Florida corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

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ALTA Owner's Policy (06/17/2006)



- 6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
- 7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
- 8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
- 9. Title being vested other than as stated in Schedule A or being defective
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
    - (i) to be timely, or
    - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
- 10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

Chicago Title Insurance Company

By:



\_\_\_\_\_  
President

Attest:



\_\_\_\_\_  
Secretary



This is a PROFORMA Policy. It does not reflect the present state of the Title and is not a commitment to (i) insure the Title or (ii) issue any of the attached endorsements. Any such commitment must be an express written undertaking on appropriate forms of the Company.

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**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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Issued By: Mahoney, Silverman & Cross, LLC  
822 Infantry Drive, #100  
Joliet, IL 60435

SCHEDULE A

Address Reference: Monee-Manhattan Rd, Elwood, IL 60421

Date of Policy	Amount of Insurance
PROFORMA	\$ [REDACTED]

1. Name of Insured:

New Horizons Farms, LLC

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

Proforma title finding: New Horizons Farms, LLC

4. The Land referred to in this policy is described as follows:

PARCEL 1:

THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

PARCEL 2:

THE NORTH HALF OF THE FOLLOWING DESCRIBED PROPERTY: THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 14 AND THE EAST 29.38 ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER AND THE EAST 4.70 CHAINS OF THE WEST 12.63 CHAINS OF THE WEST HALF OF THE NORTHWEST QUARTER, EXCEPTING THEREFROM PORTIONS DEDICATED FOR PUBLIC HIGHWAYS AND EASEMENTS AND RESTRICTIONS OF RECORD ALL IN TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

PARCEL 3:

THE SOUTH HALF OF THE FOLLOWING DESCRIBED PROPERTY: THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 14 AND THE EAST 29.38 ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER AND THE EAST 4.70 CHAINS OF THE WEST 12.63 CHAINS OF THE WEST HALF OF THE NORTHWEST QUARTER, EXCEPTING THEREFROM PORTIONS DEDICATED FOR PUBLIC HIGHWAYS AND EASEMENTS AND RESTRICTIONS OF RECORD ALL IN TOWNSHIP

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**SCHEDULE A**  
(continued)

34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

**THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED**

**END OF SCHEDULE A**

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SCHEDULE B
EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses that arise by reason of:

General Exceptions

- 1. Rights or claims of parties in possession not shown by Public Records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Taxes or special assessments which are not shown as existing liens by the Public Records.
6. Taxes for the year 2020.

Taxes for the year 2020 are not yet due or payable.

Permanent Tax No.: 11-14-300-001-0000 (Affects the West 1/2 of Parcel 1)

Note: Taxes for the year 2019 amounting to \$2,751.18 are paid of record.

\* \* \* \* \*

- 7. Taxes for the year 2020.

Taxes for the year 2020 are not yet due or payable.

Permanent Tax No.: 11-14-300-002-0000 (Affects the East 1/2 of Parcel 1)

Note: Taxes for the year 2019 amounting to \$1,911.98 are paid of record.

\* \* \* \* \*

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SCHEDULE B  
EXCEPTIONS FROM COVERAGE  
(continued)

8. Taxes for the year 2020.

Taxes for the year 2020 are not yet due or payable.

Permanent Tax No.: 11-14-100-004-0000 (Affects Parcel 2)

Note: Taxes for the year 2019 amounting to \$1,501.90 are paid of record.

\* \* \* \* \*

9. Taxes for the year 2020.

Taxes for the year 2020 are not yet due or payable.

Permanent Tax No.: 11-14-100-005-0000 (Affects Parcel 3)

Note: Taxes for the year 2019 amounting to \$1,369.10 are paid of record.

\* \* \* \* \*

10. Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.

11. Any right, interest or claim that may exist, arise or be asserted against the Title under or pursuant to the Perishable Agricultural Commodities Act of 1930, as amended, 7 USC 499a et seq., the Packers and Stockyard Act of 1921, as amended, 7 USC 181 et seq., or any similar state laws.

12. Rights of the public, the State of Illinois and the municipality in and to that part of the Land, if any, taken or used for road purposes.

13. Rights of Way for drainage tiles, ditches, feeders, laterals and underground pipes, if any.

14. Rights of adjoining and contiguous owners to have maintained the uninterrupted flow of the waters of any stream which may flow on or through the Land.

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**SCHEDULE B**  
**EXCEPTIONS FROM COVERAGE**  
(continued)

15. Easement in favor of American Telephone and Telegraph Company, and its/their respective successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the grant recorded as document no. R69-6119. See document for exact location.
- (Affects Parcel 1)*
16. Easement in favor of Commonwealth Edison Company, and its/their respective successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the grant recorded as document no. R87-48116.
- (Affects the South 2.5 feet of the West 33.00 feet of Parcel 1)*
17. Easement in favor of American Telephone and Telegraph Company, and its/their respective successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the grant recorded as document no. R89-04104. See document for exact location.
- (Affects Parcel 1)*
18. Easement in favor of Northern Illinois Gas, and its/their respective successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the grant recorded as document no. R97-8907. See document for exact location.
- (Affects Parcel 1)*

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**SCHEDULE B  
EXCEPTIONS FROM COVERAGE**  
(continued)

- 19. Easement in favor of Northern Illinois Gas for the installation, maintenance, repair, relocation, removal and renewal of gas mains granted by document no. 1015918 on August 18, 1964, and the terms and conditions thereof.

(Affects a strip of land 66 feet in width extending through the East 1/2 of the Northwest 1/4 of Section 14, the East 29.38 acres of the West 1/2 of the Northwest 1/4 of Section 14 and the East 4.70 chains of the West 12.6 chains of the West half of the Northwest 1/4 of Section 14, Township 34 North, Range 10 East of the Third Principal Meridian, Will County, Illinois, said strip of land being 33 feet in width on each side of a center line described as beginning at a point 2040 feet East of the West line of Section 15 and 600 feet North of the South line of said Section 15 (as measured parallel with the respective section lines) of said Section 15, thence Northeasterly to a point 1250 feet East of the Section line of Section 6 and 250 feet North of the South line of said Section 6 (as measured parallel with the respective section lines) of said Section 6, Township 34 North, Range 11 East of the Third Principal Meridian, Manhattan Township, Will County, Illinois)

*(Affects Parcels 2 and 3)*

- 20. Easement in favor of American Telephone and Telegraph Company for pole lines, conduits and maintenance purposes granted by document no. R69-6118, recorded on April 9, 1969 and the terms and conditions thereof.

(Affects a strip of land 30 feet wide across land in the Northwest 1/4 of Section 14, less and except the West 31.78 acres, thereof, in Township 34 North, Range 10 East of the Third Principal Meridian, in Will County, Illinois).

*(Affects Parcels 2 and 3)*

- 21. Easement in favor of American Telephone and Telegraph Company for pole lines, conduits and maintenance purposes granted by document no. R70-3058, recorded on February 26, 1970 and the terms and conditions thereof.

(Affects a strip of land 30 feet wide across land in the Northwest 1/4 of Section 14, less and except the West 341.78 acres thereof, in Township 34 North, Range 10 East of the Third Principal Meridian, in Will County, Illinois)

Note: Additional line rights dated January 20, 1989 and recorded January 25, 1989 as Document Number R289-41505.

*(Affects Parcels 2 and 3)*

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**SCHEDULE B**  
**EXCEPTIONS FROM COVERAGE**  
(continued)

22. Grant dated January 20, 1972 and recorded January 31, 1972 as Document Number R72-2543 made to Trans-Ohio Pipeline Company, an Ohio Corporation (herein styled grantee), its successors and assigns, a right of way and easement to construct, lay, maintain, operate, alter, repair, remove, change the size of and replace a pipe line and appurtenances thereof, including but not limited to fittings, tie-overs, valves, corrosion control equipment and other apparatus below ground, for the transporting of oil, gas, petroleum products or any other liquids, gases, or substances which can be transported through pipe lines, through lands which the undersigned owns or in which the undersigned has an interest situated in the County of Will, State of Illinois, described as follows:

On and across the East 4.70 chains of the West 12.38 chains of the West 1/2 of the Northwest 1/4 of Section 14, Township 34 North, Range 10 East of the Third Principal Meridian, except those parts dedicated for public highway, Will County, Illinois and the terms and conditions contained therein.

*(Affects Parcels 2 and 3)*

**END OF SCHEDULE B**

**Title Insurance Agent:**

Mahoney, Silverman & Cross, LLC  
822 Infantry Drive, #100  
Joliet, IL 60435  
Phone: (815)730-9500  
Fax: (815)730-9598

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## CONDITIONS

## 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) The term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin,
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization,
    - (C) successors to an Insured by its conversion to another kind of Entity,
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
      - (2) if the grantee wholly owns the named Insured,
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
  - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

## 2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

## 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

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(continued)

**4. PROOF OF LOSS**

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

**5. DEFENSE AND PROSECUTION OF ACTIONS**

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

**6. DUTY OF INSURED CLAIMANT TO COOPERATE**

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

**7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY**

In case of a claim under this policy, the Company shall have the following additional options:

- (a) **To Pay or Tender Payment of the Amount of Insurance.**  
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.  
Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) **To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.**  
(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

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(continued)

- (ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

#### 8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
- (i) the Amount of Insurance, or
  - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
- (i) the Amount of Insurance shall be increased by Ten percent (10%), and
  - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

#### 9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

#### 10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

#### 11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

#### 12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within thirty (30) days.

#### 13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

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(continued)

**14. ARBITRATION**

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is Two Million and No/100 Dollars (\$2,000,000) or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of Two Million and No/100 Dollars (\$2,000,000) shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

**15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

**16. SEVERABILITY**

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

**17. CHOICE OF LAW; FORUM**

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

**18. NOTICES, WHERE SENT**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at:

Chicago Title Insurance Company  
P.O. Box 45023  
Jacksonville, FL 32232-5023  
Attn: Claims Department

**END OF CONDITIONS**

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**ENDORSEMENT - ALTA 19-06**

**CONTIGUITY - MULTIPLE PARCELS**

Attached to Policy Number:

**19CSC134001WJ-  
PROFORMA**

Issued By:



CHICAGO TITLE INSURANCE COMPANY

The Company insures against loss or damage sustained by the Insured by reason of:

1. the failure Parcel 1 described in Schedule A, taken as a tract, constitutes one parcel of land, and Parcels 2 and 3 described in Schedule A taken as a tract, constitutes one parcel of land; or
2. the presence of any gaps, strips, or gores separating any of the contiguous boundary lines described above.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

**Chicago Title Insurance Company**

Dated: PROFORMA

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## ENDORSEMENT - SE 287

## POLICY MODIFICATION

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Attached to Policy Number:

**19CSC134001WJ-  
PROFORMA**

General Exception number(s) 1-5 of Schedule B of this policy are hereby deleted.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

**Chicago Title Insurance Company**

Dated: PROFORMA

This is a PROFORMA Policy. It does not reflect the present state of the Title and is not a commitment to (i) insure the Title or (ii) issue any of the attached endorsements. Any such commitment must be an express written undertaking on appropriate forms of the Company.

# ALTA OWNER'S POLICY OF TITLE INSURANCE

Policy Number:



CHICAGO TITLE INSURANCE COMPANY

20000514NOWF PROFORMA

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

## COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, CHICAGO TITLE INSURANCE COMPANY, a Florida corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

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- 6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
  - 7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
  - 8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
  - 9. Title being vested other than as stated in Schedule A or being defective
    - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
    - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
      - (i) to be timely, or
      - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
  - 10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
- The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

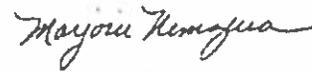
Chicago Title Insurance Company

By:



President

Attest:



Secretary



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## EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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CHICAGO TITLE INSURANCE COMPANY

OWNER'S POLICY NO. 20000514NOWF  
PROFORMA

Issued By: Chicago Title Company, LLC  
2441 Warrenville Rd, Suite 100  
Lisle, IL 60532

SCHEDULE A

Address Reference: Chicago Rd & Mississippi Ave. Elwood, IL 60421

Date of Policy	Amount of Insurance
PROFORMA	\$ [REDACTED]

1. Name of Insured:  
EGLPC Lori Steffes 40, LLC, a Missouri limited liability company
2. The estate or interest in the Land that is insured by this policy is:  
Fee Simple
3. Title is vested in:  
EGLPC Lori Steffes 40, LLC, a Missouri limited liability company
4. The Land referred to in this policy is described as follows:

THE WEST 1347.98 FEET OF THE NORTHWEST QUARTER EXCEPT THE SOUTH 1343.14 FEET THEREOF IN SECTION 27, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

END OF SCHEDULE A

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SCHEDULE B  
EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses that arise by reason of:

General Exceptions

1. Rights or claims of parties in possession not shown by Public Records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records
5. Taxes or special assessments which are not shown as existing liens by the Public Records.
6. Taxes for the year 2020.

Taxes for the year 2020 are not yet due and payable.

Permanent Tax No.: (10)11-27-100-008-0000

7. Rights of the public, the State of Illinois and the municipality in and to that part of the Land taken or used for Chicago Road, together with utility rights therein including, but not limited to, utility poles and overhead wires shown on a survey made by Jacob & Hefner Associates dated May 12, 2020, Survey No. F345c.
8. Rights of way for drainage tiles, ditches, feeders, laterals and underground pipes, if any.
9. Agreement made between Elias Brown and Wm. Nicholson recorded May 24, 1883, as document 128513 in book 223, page 384, relating to drain tiles.

END OF SCHEDULE B

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## CONDITIONS

## 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) The term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
      - (2) if the grantee wholly owns the named Insured,
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
  - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

## 2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

## 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

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ALTA Owner's Policy (06/17/2006)

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(continued)

**4. PROOF OF LOSS**

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

**5. DEFENSE AND PROSECUTION OF ACTIONS**

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

**6. DUTY OF INSURED CLAIMANT TO COOPERATE**

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

**7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY**

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

- (i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

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CHICAGO TITLE INSURANCE COMPANY

(continued)

- (ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

#### 8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
  - (i) the Amount of Insurance, or
  - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
  - (i) the Amount of Insurance shall be increased by Ten percent (10%), and
  - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

#### 9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

#### 10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

#### 11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

#### 12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within thirty (30) days.

#### 13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.
- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

This is a PROFORMA Policy. It does not reflect the present state of the Title and is not a commitment to (i) insure the Title or (ii) issue any of the attached endorsements. Any such commitment must be an express written undertaking on appropriate forms of the Company

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(continued)

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is Two Million and No/100 Dollars (\$2,000,000) or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of Two Million and No/100 Dollars (\$2,000,000) shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at:

Chicago Title Insurance Company  
P.O. Box 45023  
Jacksonville, FL 32232-5023  
Attn: Claims Department

END OF CONDITIONS

This is a PROFORMA Policy. It does not reflect the present state of the Title and is not a commitment to (i) insure the Title or (ii) issue any of the attached endorsements. Any such commitment must be an express written undertaking on appropriate forms of the Company.



The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

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ALTA Owner's Policy (06/17/2006)

Printed: 07/09/20 @ 05:44 PM

Page 9

IL-CT-FWET-01080 225034-SPS-72306-1-20000514NOWF

Attached to Policy Number:

Issued By:



CHICAGO TITLE INSURANCE COMPANY

20000514NOWF  
PROFORMA

General Exception number(s) 1, 2, 3, 4 and 5 of Schedule B of this policy are hereby deleted.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Chicago Title Insurance Company

Dated: PROFORMA

Countersigned By:

PROFORMA

Authorized Officer or Agent

This is a PROFORMA Policy. It does not reflect the present state of the Title and is not a commitment to (i) insure the Title or (ii) issue any of the attached endorsements. Any such commitment must be an express written undertaking on appropriate forms of the Company.

ENDORSEMENT - ALTA 25-06

SAME AS SURVEY

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Attached to Policy Number:

20000514NOWF  
PROFORMA

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land as described in Schedule A to be the same as that identified on the survey made by Jacob & Hefner Associates dated May 12, 2020, and designated Job No. F345c.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Chicago Title Insurance Company

Dated: PROFORMA

Countersigned By:

PROFORMA

Authorized Officer or Agent

This is a PROFORMA Policy. It does not reflect the present state of the Title and is not a commitment to (i) insure the Title or (ii) issue any of the attached endorsements. Any such commitment must be an express written undertaking on appropriate forms of the Company.

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ALTA 25-06-Same as Survey  
CLTA 116.1-06

(10/16/2008)  
(10/16/2008)

Printed: 07.09.2020 10:44 PM



IL-CT-FWET-01080 225034-SPS-72306-1--20000514NOWF

GREATER ILLINOIS TITLE COMPANY  
300 East Roosevelt Road  
Wheaton, Illinois 60187

**WARRANTY DEED**

30004126 1 of 3

THE GRANTOR, SHANNA O'NEIL, an unmarried woman and an heir of Patrick J O'Neil, of Fruitvale, Texas, for and in consideration of \$10 00 (TEN DOLLARS), and other good and valuable consideration, in hand paid, CONVEY and WARRANT to EGLPC Brown Property, LLC, a limited liability company organized and existing under the laws of the State of Missouri, of 4825 NW 41<sup>st</sup> Street, Riverside, MO 64150, the following described Real Estate situated in the County of Will in the State of Illinois, to wit

**R2017048850**

KAREN A. STUKEL  
WILL COUNTY RECORDER  
RECORDED ON  
06/23/2017 8:58:20 AM  
RECORDING FEES: 38.75  
IL RENTAL HSNL: 9.00  
CONSIDERATION: 0.00  
WILL COUNTY TAX:  
IL STATE TAX:  
PAGES: 3  
JAD

PARCEL 1 THE NORTH 10 ACRES OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, IN TOWNSHIP 34 NORTH AND IN RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND

PARCEL 2 THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22 AND IN TOWNSHIP 34 NORTH AND IN RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE NORTH 10 ACRES THEREOF, AND

PARCEL 3 THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, EXCEPTING THEREFROM THE NORTH 400 FEET OF THE WEST 415 FEET THEREOF AND ALSO EXCEPTING THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER, THENCE WEST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER 1664.12 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING WEST, ALONG SAID NORTH LINE 300.00 FEET, THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 363.00 FEET, THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 300.00 FEET, THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 363.00 FEET, TO THE POINT OF BEGINNING, IN TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND

PARCEL 4 THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, IN TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN WILL COUNTY, ILLINOIS

Commonly Known As Brown Road, West of Rowell Road, Elwood, IL 60421

Permanent Real Estate Index Numbers . 10-11-22-400-007-0000 (Parcel 1)  
- 10-11-22-400-008-0000 (Parcel 2)  
. 10-11-22-400-010-0000 (Parcels 3 and 4)

THIS IS NOT THE HOMESTEAD PROPERTY OF THE GRANTOR.

SUBJECT TO General Taxes for 2016 and subsequent years, covenants, conditions, easements, building lines and restrictions of record

IN WITNESS WHEREOF, the party of the first part has hereunto set his hand and seal this 9<sup>th</sup> day of June, 2017

This instrument was prepared by William D Kelly, KELLY & KARRAS, LTD, 1010 Jone Boulevard, Suite 100, Oak Brook, IL 60523

Send subsequent tax bills to: EGLPC Brown Property, LLC, c/o Tom Condon, 9450 W Bryn Mawr, Suite 550, Rosemont, IL 60081

1 of 3

After Recording, Return To: Tom Condon, 9450 W Bryn Mawr, Suite 550, Rosemont, IL 60081

Exempt under Real Estate Transfer  
Tax Law 32 ILCS 200/31-45 sub par. (e)

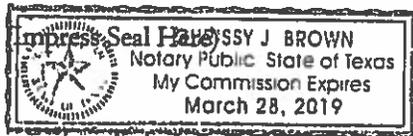
By: William D. Kelly 6/9/17  
William D. Kelly

Shanna O'Neil (SEAL)  
Shanna O'Neil

STATE OF Texas  
COUNTY OF Van Zandt

I, Chrissy J Brown, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that **Shanna O'Neil, an unmarried woman and an heir of Patrick J. O'Neil**, 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 acts, for the uses and purposes therein set forth, including the release and waiver of the right of homestead

Given under my hand and official seal, this 9<sup>th</sup> day of June, 2017



Chrissy J Brown  
Notary Public

Commission expires March 28, 2019

WILL COUNTY RECORDER  
AFFIDAVIT -- METES AND BOUNDS

STATE OF ILLINOIS }  
COUNTY OF WILL } SS

Document No

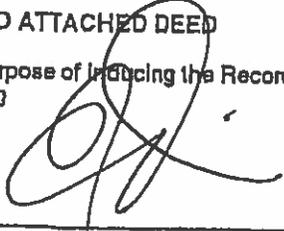
Edio Radak, being duly sworn on oath, states that he resides at 368 Addison Riverside 60546. That the attached deed is not in violation of Section 1 of Chapter 109 of the Illinois Revised Statutes for one of the following reasons:

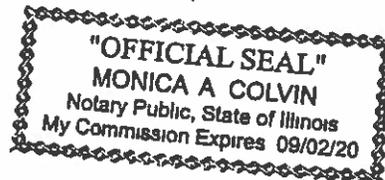
1. The division or subdivision of land into parcels or tracts of 2.5 acres or more in size which does not involve any new streets or easements of access
2. The division of lots or blocks of less than one (1) acre in any recorded subdivision which does not involve any new streets or easements of access
3. The sale or exchange of parcels of land between owners of adjoining and contiguous land.
4. The conveyance or parcels of land or interests therein for use as right of way for railroad or other public utility facilities, which does not involve any new streets or easements of access.
5. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access.
6. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use
7. Conveyance is made to correct description in prior conveyances.
8. The sale or exchange of parcels or tracts of land existing on the date of the amendatory Act (7-17-59) into no more than two (2) parts and not involving any new streets or easements of access.
9. The sale of a single lot of less than 2.5 acres from a larger tract when a survey is made by a registered surveyor, provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land Amended by P.A. 80-318, (eff Oct. 1, 1977).
10. The conveyance is of land described in the same manner as title was taken by grantor(s).

CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED DEED

AFFIANT further states that \_\_\_\_\_ he makes this affidavit for the purpose of inducing the Recorder of Deeds of Will County, Illinois, to accept the attached deed for recording

SUBSCRIBED AND SWORN TO BEFORE ME  
this 16<sup>th</sup> day of June, 2017  
Mon A. Colvin  
Notary Public

  
\_\_\_\_\_  
AFFIANT



GREATER ILLINOIS TITLE COMPANY  
300 East Roosevelt Road  
Wheaton, Illinois 60187

**WARRANTY DEED**

30004126 2 of 3

THE GRANTOR, DILLON O'NEIL, an unmarried man and an heir of Patrick J. O'Neil, of Frutvale, Texas, for and in consideration of \$10 00 (TEN DOLLARS), and other good and valuable consideration, in hand paid, CONVEY and WARRANT to EGLPC Brown Property, LLC, a limited liability company organized and existing under the laws of the State of Missouri, of 4825 NW 41<sup>st</sup> Street, Riverside, MO 64150, the following described Real Estate situated in the County of Will in the State of Illinois, to wit

**R2017048851**

KAREN A. STUKEL  
WILL COUNTY RECORDER  
RECORDED ON  
06/23/2017 8:58:21 AM  
RECORDING FEES: 38.75  
IL RENTAL HSGN: 9.00  
CONSIDERATION: 0.00  
WILL COUNTY TAX:  
IL STATE TAX:  
PAGES: 3  
JAD

PARCEL 1 THE NORTH 10 ACRES OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, IN TOWNSHIP 34 NORTH AND IN RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND

PARCEL 2 THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22 AND IN TOWNSHIP 34 NORTH AND IN RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE NORTH 10 ACRES THEREOF, AND

PARCEL 3 THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, EXCEPTING THEREFROM THE NORTH 400 FEET OF THE WEST 415 FEET THEREOF AND ALSO EXCEPTING THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER, THENCE WEST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER 1664 12 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING WEST, ALONG SAID NORTH LINE 300 00 FEET, THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 363 00 FEET, THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 300 00 FEET, THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 363 00 FEET, TO THE POINT OF BEGINNING, IN TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND

PARCEL 4 THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, IN TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN WILL COUNTY, ILLINOIS

**Commonly Known As** Brown Road, West of Rowell Road, Elwood, IL 60421

**Permanent Real Estate Index Numbers** 10-11-22-400-007-0000 (Parcel 1)  
10-11-22-400-008-0000 (Parcel 2)  
10-11-22-400-010-0000 (Parcels 3 and 4)

THIS IS NOT THE HOMESTEAD PROPERTY OF THE GRANTOR

SUBJECT TO General Taxes for 2016 and subsequent years, covenants, conditions, easements, building lines and restrictions of record

IN WITNESS WHEREOF, the party of the first part has hereunto set his hand and seal this 9<sup>th</sup> day of June, 2017

This instrument was prepared by William D Kelly, KELLY & KARRAS, LTD, 1010 Jorie Boulevard, Suite 100, Oak Brook, IL 60523

Send subsequent tax bills to: EGLPC Brown Property, LLC, c/o Tom Condon, 9450 W Bryn Mawr, Suite 550, Rosemont, IL 60081

1 of 3

After Recording, Return To: Tom Condon, 9450 W Bryn Mawr, Suite 550, Rosemont, IL 60081

Exempt under Real Estate Transfer  
Tax Law 35 ILCS 200/31-45 sub par. (e)

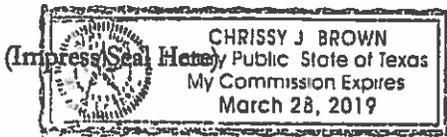
By: William D. Kelly 6/9/17  
William D. Kelly

Dillon O'Neil (SEAL)  
Dillon O'Neil

STATE OF Texas  
COUNTY OF Van Zandt

I, Chrissy J Brown, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that **Dillon O'Neil, an unmarried man and an heir of Patrick J. O'Neil**, 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 acts, for the uses and purposes therein set forth, including the release and waiver of the right of homestead

Given under my hand and official seal, this 9<sup>th</sup> day of June, 2017



Chrissy J Brown  
Notary Public

Commission expires March 28, 2019

WILL COUNTY RECORDER  
AFFIDAVIT -- METES AND BOUNDS

STATE OF ILLINOIS }  
COUNTY OF WILL } SS

Document No

Edie Radak, being duly sworn on oath, states that \_\_\_\_\_ he resides at  
308 Addison Riverside 60546. That the attached deed is not in violation of Section 1 of Chapter 109 of the Illinois Revised Statutes for one of the following reasons:

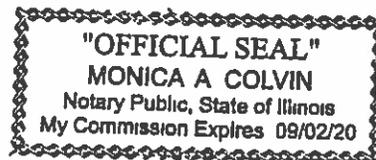
- 1 The division or subdivision of land into parcels or tracts of 2.5 acres or more in size which does not involve any new streets or easements of access.
- 2 The division of lots or blocks of less than one (1) acre in any recorded subdivision which does not involve any new streets or easements of access.
- 3 The sale or exchange of parcels of land between owners of adjoining and contiguous land.
- 4 The conveyance of parcels of land or interests therein for use as right of way for railroad or other public utility facilities, which does not involve any new streets or easements of access.
- 5 The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access.
- 6 The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.
- 7 Conveyance is made to correct description in prior conveyances.
- 8 The sale or exchange of parcels or tracts of land existing on the date of the amendatory Act (7-17-69) into no more than two (2) parts and not involving any new streets or easements of access.
- 9 The sale of a single lot of less than 2.5 acres from a larger tract when a survey is made by a registered surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land Amended by P.A. 80-318, (eff. Oct. 1, 1977).
- 10 The conveyance is of land described in the same manner as title was taken by grantor(s).

CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED DEED

AFFIANT further states that \_\_\_\_\_ he makes this affidavit for the purpose of inducing the Recorder of Deeds of Will County, Illinois, to accept the attached deed for recording

SUBSCRIBED AND SWORN TO BEFORE ME  
this 16th day of June, 2017  
Monica A. Colvin  
Notary Public

  
\_\_\_\_\_  
AFFIANT



GREATER ILLINOIS TITLE COMPANY  
300 East Roosevelt Road  
Wheaton, Illinois 60187

**WARRANTY DEED**

30004126 3 of 3

THE GRANTORS, VICKIE O'NEIL, as Personal Representative of the Estate of Patrick J. O'Neil and individually as an heir to Patrick J. O'Neil, JOHN M. O'NEIL, married to Patricia O'Neil, SANDRA BROWN DRENDEL, also known as SANDRA BROWN DRENDL, married to James M. Drendl, COLLEEN BROWN EMANUEL, married to Thomas C. Emanuel, DANIEL BROWN, married to Nancy P. Brown, MARY ELLEN

BROWN KUNCL, now known as MARY ELLEN BROWN DRAG, married to James E. Drag, MICHAEL R. BROWN, an unmarried man, CAROL ANN HIMES KOCJAN, married to Edward J. Kocjan, SHARON HIMES KUNKE, married to John J. Kunke, SUSAN HIMES DERNER, married to Frank J. Derner, MARK J. HIMES, married to Cindy R. Himes, DENISE HIMES LONG, married to Richard A. Long, DIANE HIMES INGLES, an unmarried woman and DENNIS HIMES, an unmarried man, of the Village of Buffalo Grove, County of Lake, State of Illinois, for and in consideration of \$10 00 (TEN DOLLARS), and other good and valuable consideration, in hand paid, CONVEY and WARRANT to EGLPC Brown Property, LLC, a limited liability company organized and existing under the laws of the State of Missouri, of 4825 NW 41<sup>st</sup> Street, Riverside, MO 64150, the following described Real Estate situated in the County of Will in the State of Illinois, to wit

\* An Unmarried Woman

PARCEL 1 THE NORTH 10 ACRES OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, IN TOWNSHIP 34 NORTH AND IN RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND

PARCEL 2 THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22 AND IN TOWNSHIP 34 NORTH AND IN RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE NORTH 10 ACRES THEREOF, AND

PARCEL 3 THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, EXCEPTING THEREFROM THE NORTH 400 FEET OF THE WEST 415 FEET THEREOF AND ALSO EXCEPTING THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER, THENCE WEST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER 1664 12 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING WEST, ALONG SAID NORTH LINE 300 00 FEET, THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 363 00 FEET, THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 300 00 FEET, THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 363 00 FEET, TO THE POINT OF BEGINNING, IN TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND

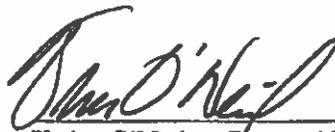
PARCEL 4 THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, IN TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN WILL COUNTY, ILLINOIS

**R2017048852**

KAREN A. STUKEL  
WILL COUNTY RECORDER  
RECORDED ON  
06/23/2017 8:58:22 AM  
RECORDING FEES: 51.75  
IL RENTAL HSNG: 9.00  
CONSIDERATION: 1,864,500.00  
WILL COUNTY TAX: 932.25  
IL STATE TAX: 1864.50  
PAGES: 17  
JAD

1 of 17





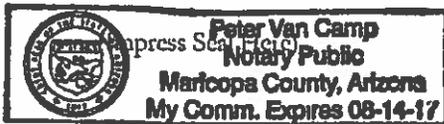
(SEAL)

Vickie O'Neil, as Personal Representative of the Estate of Patrick J O'Neil and individually as an heir to Patrick J. O'Neil

STATE OF ARIZONA  
COUNTY OF Maricopa

I, Peter Van Camp, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Vickie O'Neil, as Personal Representative of the Estate of Patrick J. O'Neil, 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 acts, for the uses and purposes therein set forth, including the release and waiver of the right of homestead

Given under my hand and official seal, this 6<sup>th</sup> day of June 2017





Notary Public

Commission expires

8-14-17

John M. O'Neil (SEAL)  
John M. O'Neil

STATE OF Arizona  
COUNTY OF Maricopa

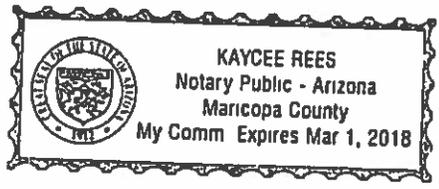
I, Kaycee Rees, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that John M. O'Neil, married to Patricia O'Neil, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary acts, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 7<sup>th</sup> day of June, 2017

(Impress Seal Here)

[Signature]  
Notary Public

Commission expires:



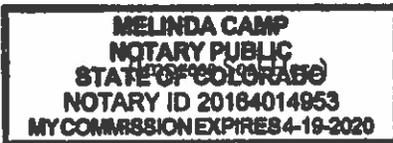
Sandra Brown Drendel  
Sandra Brown Drendel (SEAL)

Sandra Brown Drendel  
Sandra Brown Drendel (SEAL)

STATE OF Colorado  
COUNTY OF Larimer

I, Melinda Camp, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Sandra Brown Drendel, also known as Sandra Brown Drendl, married to James M. Drendl, 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 acts, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 7<sup>th</sup> day of June, 2017



Melinda Camp  
Notary Public

Commission expires 4/19/2020

*Colleen Brown Emanuel* (SEAL)  
Colleen Brown Emanuel

STATE OF Illinois  
COUNTY OF Cook

I, Christine Formanski, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Colleen Brown Emanuel, married to Thomas C. Emanuel, 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 acts, for the uses and purposes therein set forth, including the release and waiver of the right of homestead

Given under my hand and official seal, this 7<sup>th</sup> day of June, 2017



*Christine Formanski*  
Notary Public

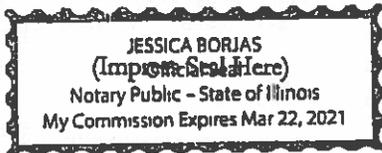
Commission expires July 12, 2019

Daniel Brown (SEAL)  
Daniel Brown

STATE OF IL  
COUNTY OF Kane

I, Jessica Borjas, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Daniel Brown, married to Nancy P. Brown, 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 acts, for the uses and purposes therein set forth, including the release and waiver of the right of homestead

Given under my hand and official seal, this 7<sup>th</sup> day of June, 2017



[Signature]  
Notary Public

Commission expires

Mary Ellen Brown Drag (SEAL)  
Mary Ellen Brown Kuncel, now known as  
Mary Ellen Brown Drag

STATE OF Illinois  
COUNTY OF Cook

I, Patricia Maher, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that **Mary Ellen Brown Kuncel, now known as Mary Ellen Brown Drag, married to James E. Drag**, 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 acts, for the uses and purposes therein set forth, including the release and waiver of the right of homestead

Given under my hand and official seal, this 7th day of June, 2017



Patricia Maher  
Notary Public

Commission expires

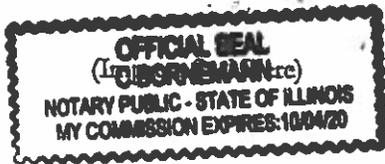
Sept 15. 2017

Michael R. Brown (SEAL)  
Michael R. Brown

STATE OF Illinois  
COUNTY OF Lake

I, Carla Bornemann, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Michael R. Brown, an unmarried man, 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 acts, for the uses and purposes therein set forth, including the release and waiver of the right of homestead

Given under my hand and official seal, this 7<sup>th</sup> day of June, 2017



Carla Bornemann  
Notary Public

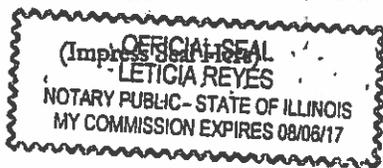
Commission expires

Carol Ann Himes Kocjan (SEAL)  
Carol Ann Himes Kocjan

STATE OF Illinois  
COUNTY OF Will

I, Leticia Reyes, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Carol Ann Himes Kocjan, married to Edward J. Kocjan, 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 acts, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 7<sup>th</sup> day of June, 2017



Notary Public

Commission expires \_\_\_\_\_

Sharon Himes Kunke (SEAL)  
Sharon Himes Kunke

STATE OF ILLINOIS  
COUNTY OF WILL

I, Julie Harrison, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Sharon Himes Kunke, married to John J. Kunke, 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 acts, for the uses and purposes therein set forth, including the release and waiver of the right of homestead

Given under my hand and official seal, this 7<sup>th</sup> day of June, 2017



Julie Harrison  
Notary Public

Commission expires 10/02/20

Susan Himes Derner (SEAL)  
Susan Himes Derner

STATE OF Illinois  
COUNTY OF Cook

I, DONALD S. CROCKET, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Susan Himes Derner, married to Frank J. Derner, 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 acts, for the uses and purposes therein set forth, including the release and waiver of the right of homestead

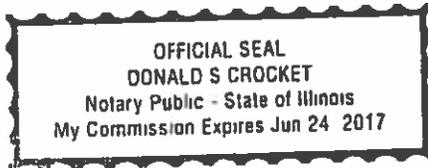
Given under my hand and official seal, this 2<sup>nd</sup> day of June, 2017

(Impress Seal Here)

Donald S. Crocket  
Notary Public

Commission expires

06-24-2017

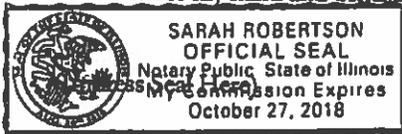


Mark J. Himes (SEAL)  
Mark J. Himes

STATE OF Illinois  
COUNTY OF Will

I, Sarah Robertson, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Mark J. Himes, married to Cindy R. Himes, 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 acts, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 7<sup>th</sup> day of June, 2017



Sarah Robertson  
Notary Public

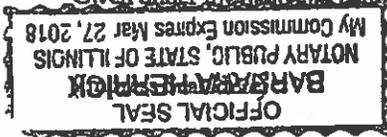
Commission expires 10/27/2018

Denise Himes Long (SEAL)  
Denise Himes Long

STATE OF ILLINOIS  
COUNTY OF WILL

I, BARBARA HERRICK, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Denise Himes Long, an unmarried woman, 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 acts, for the uses and purposes therein set forth, including the release and waiver of the right of homestead

Given under my hand and official seal, this 7<sup>th</sup> day of June, 2017



Barbara Herrick  
Notary Public

Commission expires

3-27-2018



Diane Himes Ingles (SEAL)  
Diane Himes Ingles

STATE OF ILLINOIS  
COUNTY OF WILL

I BARBARA HERRICK, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Diane Himes Ingles, an unmarried woman, 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 acts, for the uses and purposes therein set forth, including the release and waiver of the right of homestead

Given under my hand and official seal, this 7<sup>th</sup> day of June, 2017



Barbara Herrick  
Notary Public

Commission expires:

3-27-2018

Dennis Himes (SEAL)  
Dennis Himes

STATE OF Illinois  
COUNTY OF Will

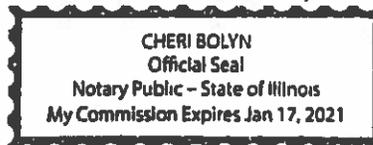
I, Cheri Bolyn, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that **Dennis Himes**, an unmarried man, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary acts, for the uses and purposes therein set forth, including the release and waiver of the right of homestead

Given under my hand and official seal, this 7<sup>th</sup> day of June, 2017

(Impress Seal Here)

Cheri Bolyn  
Notary Public

Commission expires Jan 17, 2021



WILL COUNTY RECORDER  
AFFIDAVIT -- METES AND BOUNDS

STATE OF ILLINOIS }  
COUNTY OF WILL } SS

Document No.

MICHAEL R. BROWN, being duly sworn on oath, states that \_\_\_\_\_ he resides at  
30 CAMILLE LANE, BUFFALO GROVE, IL 60089 That the attached deed is not in violation of Section 1 of Chapter 109 of the Illinois Revised Statutes for one of the following reasons:

- 1 The division or subdivision of land into parcels or tracts of 2.5 acres or more in size which does not involve any new streets or easements of access
- 2 The division of lots or blocks of less than one (1) acre in any recorded subdivision which does not involve any new streets or easements of access.
- 3 The sale or exchange of parcels of land between owners of adjoining and contiguous land.
- 4 The conveyance or parcels of land or interests therein for use as right of way for railroad or other public utility facilities, which does not involve any new streets or easements of access.
- 5 The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access
- 6 The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use
- 7 --- Conveyance is made to correct description in prior conveyances.
- 8 The sale or exchange of parcels or tracts of land existing on the date of the amendatory Act (7-17-59) into no more than two (2) parts and not involving any new streets or easements of access.
- 9. The sale of a single lot of less than 2.5 acres from a larger tract when a survey is made by a registered surveyor, provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land Amended by P.A. 80-318, (eff Oct. 1, 1977).
- 10 The conveyance is of land described in the same manner as title was taken by grantor(s).

CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED DEED

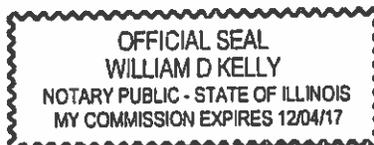
AFFIANT further states that \_\_\_\_\_ he makes this affidavit for the purpose of inducing the Recorder of Deeds of Will County, Illinois, to accept the attached deed for recording

SUBSCRIBED AND SWORN TO BEFORE ME

this 9th day of June, 1917.

William D Kelly  
Notary Public

Michael R Brown  
AFFIANT



16218508  
WARRANTY DEED

**R2020021605**

**KAREN A. STUKEL  
WILL COUNTY RECORDER  
RECORDED ON**

**03/18/2020 03:50:10 PM  
RECORDING FEES: 63.00**

**IL RENTAL HSNG: 9.00  
CONSIDERATION: 4794000.00**

**WILL COUNTY TAX: 2,397.00  
IL STATE TAX: 4,794.00**

**PAGES: 3  
DMB**

**THE GRANTOR**

Jacqueline D Tyler, widow of Thomas A Tyler, of the Village of Elwood, County of Will, State of IL, for and in consideration of the sum of TEN AND 00/100 (\$10 00) DOLLARS, and other good and valuable considerations in hand paid, **CONVEYS** and **WARRANTS** to Steffes Ranch LLC the following described Real Estate situated in Will County, Illinois, commonly known as Brown & Rowell Roads, Elwood, IL 60421, legally described as

\*of 16211 W. Delaney Rd.  
Manhattan IL 60442

TRACT 1 THE WEST 330 71 FEET OF THE SOUTH 1317 17 FEET OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS

TRACT 2 THE EAST 330 71 FEET OF THE WEST 661 42 FEET OF THE SOUTH 1317 17 FEET OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS

TRACT 3 THE EAST 330 71 FEET OF THE WEST 992 13 FEET OF THE SOUTH 1317 17 FEET OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS

TRACT 4 THE EAST 330 71 FEET OF THE WEST 1322 84 FEET OF THE SOUTH 1317 17 FEET OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS

TRACT 5 THE EAST 330 71 FEET OF THE WEST 1653 55 FEET OF THE SOUTH 1317 17 FEET OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS

TRACT 6 THE EAST 330 71 FEET OF THE WEST 1984 26 FEET OF THE SOUTH 1317 17 FEET OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS

TRACT 7 THE EAST 330 71 FEET OF THE WEST 2314 97 FEET OF THE SOUTH 1317 17 FEET OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS

TRACT 8 THE SOUTH 1317 17 FEET OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE WEST 2314 97 FEET, IN WILL COUNTY, ILLINOIS

TRACT 9 THE EAST 1452 00 FEET OF THE NORTH 300 00 FEET OF THE SOUTH 1617 17 FEET OF

THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS

TRACT 10 THE EAST 1452 00 FEET OF THE NORTH 300 00 FEET OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS

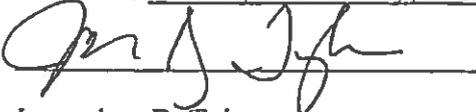
TRACT 11 THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE SOUTH 1317 17 FEET THEREOF, AND ALSO EXCEPTING THEREFROM THE EAST 1452 00 FEET OF THE NORTH 300 00 FEET OF THE SOUTH 1617 17 FEET THEREOF, AND ALSO EXCEPTING THEREFROM THE EAST 1452 00 FEET OF THE NORTH 300 00 FEET THEREOF, IN WILL COUNTY, ILLINOIS

**SUBJECT TO** Covenants, conditions and restrictions of record, public and utility easements, and general real estate taxes for 2019 and subsequent years

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois

Permanent Index Number (PIN) -11-22-200-003-0000, 11-22-200-004-0000, 11-22-200-005-0000, 11-22-200-006-0000, 11-22-200-007-0000, 11-22-200-008-0000, 11-22-200-009-0000, 11-22-200-010-0000, 11-22-200-011-0000, 11-22-200-012-0000, and 11-22-200-013-0000  
Address(es) of Real Estate Brown & Rowell Roads, Elwood, IL 60421

Dated this 13th day of February, 2020

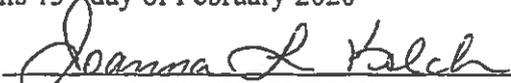
  
Jacqueline D Tyler

STATE OF ILLINOIS )  
 )ss.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that and Jacqueline D Tyler personally known to me to be the same persons whose names subscribed in the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead

Given under my hand and official seal, this 13th day of February 2020



  
NOTARY PUBLIC

Commission expires \_\_\_\_\_

This instrument was prepared by Albert J Beaudreau, 11340 W 159th Street, Orland Park, IL 60467

**MAIL TO:**  
Richard J Kavanagh, Attorney at Law  
111 North Ottawa Street  
Joliet, IL 60432

**SEND SUBSEQUENT TAX BILLS TO:**  
Steffes Ranch LLC  
16211 W Delaney Road  
Manhattan, IL 60442



**AFFIDAVIT OF METES AND BOUNDS**

I, Jacqueline D Tyler being duly sworn on oath, states that Affiant resides at 11340 W 159th St, Elwood, IL 60421, IL and has personal knowledge of the facts recited herein. That the attached deed is not in violation of Section 1 of the Plat 60467 Act (765 ILCS 205/1) for one of the following reasons:

- The division of subdivision is of land into parcels or tracts of 5.0 acres or more in size which does not involve any new streets or easements of access.
- The division is of lots or blocks of less than one (1) acre in any recorded subdivision which does not involve any new streets or easements of access.
- The sale or exchange is of parcels of land between owners of adjoining and contiguous land. The conveyance of parcels is of land or interests therein for use as right of way for railroads or other public utility facilities and other pipe lines which does not involve any new streets or easements of access.
- The conveyance is of land owned by a railroad or other public utility which does not involve any new streets or easements of access.
- The conveyance is of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.
- The conveyance is made to correct descriptions in prior conveyances.
- The sale or exchange is of parcels or tracts of land following the division into no more than two (2) parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access.
- The sale is of a single lot of less than 5.0 acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land.
- This conveyance is of land described in the same manner as title was taken by grantor(s).

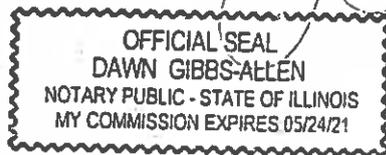
**THE APPLICABLE STATEMENT OR STATEMENTS ABOVE ARE CHECKED.**

AFFIANT further states that affiant makes this affidavit for the purpose of inducing the Recorder of Deeds of Will County, Illinois, to accept the attached deed for recording.

SUBSCRIBED AND SWORN TO BEFORE ME

this 9 day of MARCH, 2020

[Signature]  
\_\_\_\_\_  
AFFIANT  
[Signature]  
\_\_\_\_\_  
Notary Public



Revised 10/2008

## Exhibit A Page 2

### ANNEXATION AREA 2

**PARCEL 1:** THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS.

**PARCEL 2:** TOGETHER WITH THE ADJACENT RIGHT OF WAY OF ROWELL ROAD AND THE ADJACENT RIGHT OF WAY OF BROWN (SWEEDLER) ROAD AND ADJOINING SAID PROPERTY PER ILLINOIS MUNICIPAL CODE 65 ILCS 5/7-1-1. (THE NEW BOUNDARY OF THE ANNEXATION SHALL EXTEND TO THE FAR SIDE OF ANY ADJACENT HIGHWAY AND SHALL INCLUDE ALL OF EVERY HIGHWAY WITHIN THE AREA ANNEXED).

### ANNEXATION AREA 3

**PARCEL 1:** THE WEST 660.00 FEET OF THE NORTH 660.00 FEET OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN JACKSON TOWNSHIP, WILL COUNTY, ILLINOIS.

**PARCEL 2:** TOGETHER WITH THE ADJACENT RIGHT OF WAY OF ROWELL ROAD AND ADJOINING PARCEL 1 PER ILLINOIS MUNICIPAL CODE 65 ILCS 5/7-1-1. (THE NEW BOUNDARY OF THE ANNEXATION SHALL EXTEND TO THE FAR SIDE OF ANY ADJACENT HIGHWAY AND SHALL INCLUDE ALL OF EVERY HIGHWAY WITHIN THE AREA ANNEXED).

**PARCEL 3:** THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 34 NORTH, RANGE 10 EAST, EXCEPTING THEREFROM THE WEST 660.00 FEET OF THE NORTH 660.00 FEET OF THE NORTHWEST QUARTER OF SECTION 26, ALL IN TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN JACKSON TOWNSHIP, WILL COUNTY, ILLINOIS.

**PARCEL 4:** TOGETHER WITH THE ADJACENT RIGHT OF WAY OF ROWELL ROAD AND ADJOINING PARCEL 3 PER ILLINOIS MUNICIPAL CODE 65 ILCS 5/7-1-1. (THE NEW BOUNDARY OF THE ANNEXATION SHALL EXTEND TO THE FAR SIDE OF ANY ADJACENT HIGHWAY AND SHALL INCLUDE ALL OF EVERY HIGHWAY WITHIN THE AREA ANNEXED).

**Exhibit A Page 3**

**ANNEXATION AREA 4**

**PARCEL 1:** THE WEST 1347.98 FEET OF THE NORTHWEST QUARTER, EXCEPT THE SOUTH 1343.14 FEET THEREOF, IN SECTION 27, IN TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

**PARCEL 2:** TOGETHER WITH THE ADJACENT RIGHT OF WAY OF CHICAGO ROAD AND ADJOINING PARCEL 1 PER ILLINOIS MUNICIPAL CODE 65 ILCS 5/7-1-1. EXCEPTING THEREFROM THAT PORTION ALREADY WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF ELWOOD PER ORDINANCE 866 AND RECORDED AS DOCUMENT R2017-071513. (THE NEW BOUNDARY OF THE ANNEXATION SHALL EXTEND TO THE FAR SIDE OF ANY ADJACENT HIGHWAY AND SHALL INCLUDE ALL OF EVERY HIGHWAY WITHIN THE AREA ANNEXED).

**PARCEL 3:** THE SOUTH 1343.14 FEET OF THE NORTHWEST QUARTER OF SECTION 27, EXCEPTING THEREFROM THE NORTH 466.70 FEET OF THE SOUTH 996.70 FEET OF THE WEST 466.70 FEET THEREOF; ALSO THE SOUTH 1343.14 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 27, ALL IN TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

**PARCEL 4:** TOGETHER WITH THE ADJACENT RIGHT OF WAY OF CHICAGO ROAD AND ADJOINING PARCEL 3 PER ILLINOIS MUNICIPAL CODE 65 ILCS 5/7-1-1. (THE NEW BOUNDARY OF THE ANNEXATION SHALL EXTEND TO THE FAR SIDE OF ANY ADJACENT HIGHWAY AND SHALL INCLUDE ALL OF EVERY HIGHWAY WITHIN THE AREA ANNEXED).

**PARCEL 5:** THE WEST HALF, EXCEPT THE SOUTH 1343.14 FEET THEREOF, OF THE NORTHEAST QUARTER OF SECTION 27, IN TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO THE NORTHWEST QUARTER, EXCEPT THE SOUTH 1343.14 FEET THEREOF AND EXCEPT THE WEST 1347.98 FEET THEREOF, OF SAID SECTION 27, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

**Exhibit A Page 4**

**ANNEXATION AREA 5**

**PARCEL 1: THE NORTH 10 ACRES OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, IN TOWNSHIP 34 NORTH AND IN RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND**

**THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22 AND IN TOWNSHIP 34 NORTH AND IN RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE NORTH 10 ACRES THEREOF, AND**

**THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, EXCEPTING THEREFROM THE NORTH 400 FEET OF THE WEST 415 FEET THEREOF AND ALSO EXCEPTING THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER 1664.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING WEST ALONG SAID NORTH LINE 300.00 FEET; THENCE SOUTH PERPENDICULAR TO THE LAST DESCRIBED COURSE 363.00 FEET; THENCE EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE 300.00 FEET; THENCE NORTH PERPENDICULAR TO THE LAST DESCRIBED COURSE 363.00 FEET TO THE POINT OF BEGINNING, IN TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND**

**THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, IN TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN WILL COUNTY, ILLINOIS.**

**PARCEL 2: TOGETHER WITH THE ADJACENT RIGHT OF WAY OF BROWN ROAD AND ROWELL ROAD AND ADJOINING PARCEL 1 PER ILLINOIS MUNICIPAL CODE 65 ILCS 5/7-1-1. (THE NEW BOUNDARY OF THE ANNEXATION SHALL EXTEND TO THE FAR SIDE OF ANY ADJACENT HIGHWAY AND SHALL INCLUDE ALL OF EVERY HIGHWAY WITHIN THE AREA ANNEXED).**

**Exhibit A Page 5**

**ANNEXATION AREA 6**

**PARCEL 1:** THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE NORTH 400 FEET OF THE EAST 200 FEET THEREOF, IN WILL COUNTY, ILLINOIS.

**PARCEL 2:** TOGETHER WITH THE ADJACENT RIGHT OF WAY OF BROWN ROAD AND ADJOINING PARCEL 1 PER ILLINOIS MUNICIPAL CODE 65 ILCS 5/7-1-1. (THE NEW BOUNDARY OF THE ANNEXATION SHALL EXTEND TO THE FAR SIDE OF ANY ADJACENT HIGHWAY AND SHALL INCLUDE ALL OF EVERY HIGHWAY WITHIN THE AREA ANNEXED).

**Exhibit A Page 6**

**PARCEL 1: THE WEST 330.71 FEET OF THE SOUTH 1317.17 FEET OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, AND**

**THE EAST 330.71 FEET OF THE WEST 661.42 FEET OF THE SOUTH 1317.17 FEET OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, AND**

**THE EAST 330.71 FEET OF THE WEST 992.13 FEET OF THE SOUTH 1317.17 FEET OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, AND**

**THE EAST 330.71 FEET OF THE WEST 1322.84 FEET OF THE SOUTH 1317.17 FEET OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, AND**

**THE EAST 330.71 FEET OF THE WEST 1653.55 FEET OF THE SOUTH 1317.17 FEET OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, AND**

**THE EAST 330.71 FEET OF THE WEST 1984.26 FEET OF THE SOUTH 1317.17 FEET OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, AND**

**THE EAST 330.71 FEET OF THE WEST 2314.97 FEET OF THE SOUTH 1317.17 FEET OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, AND**

**THE SOUTH 1317.17 FEET OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE WEST 2314.97 FEET THEREOF, IN WILL COUNTY, ILLINOIS, AND**

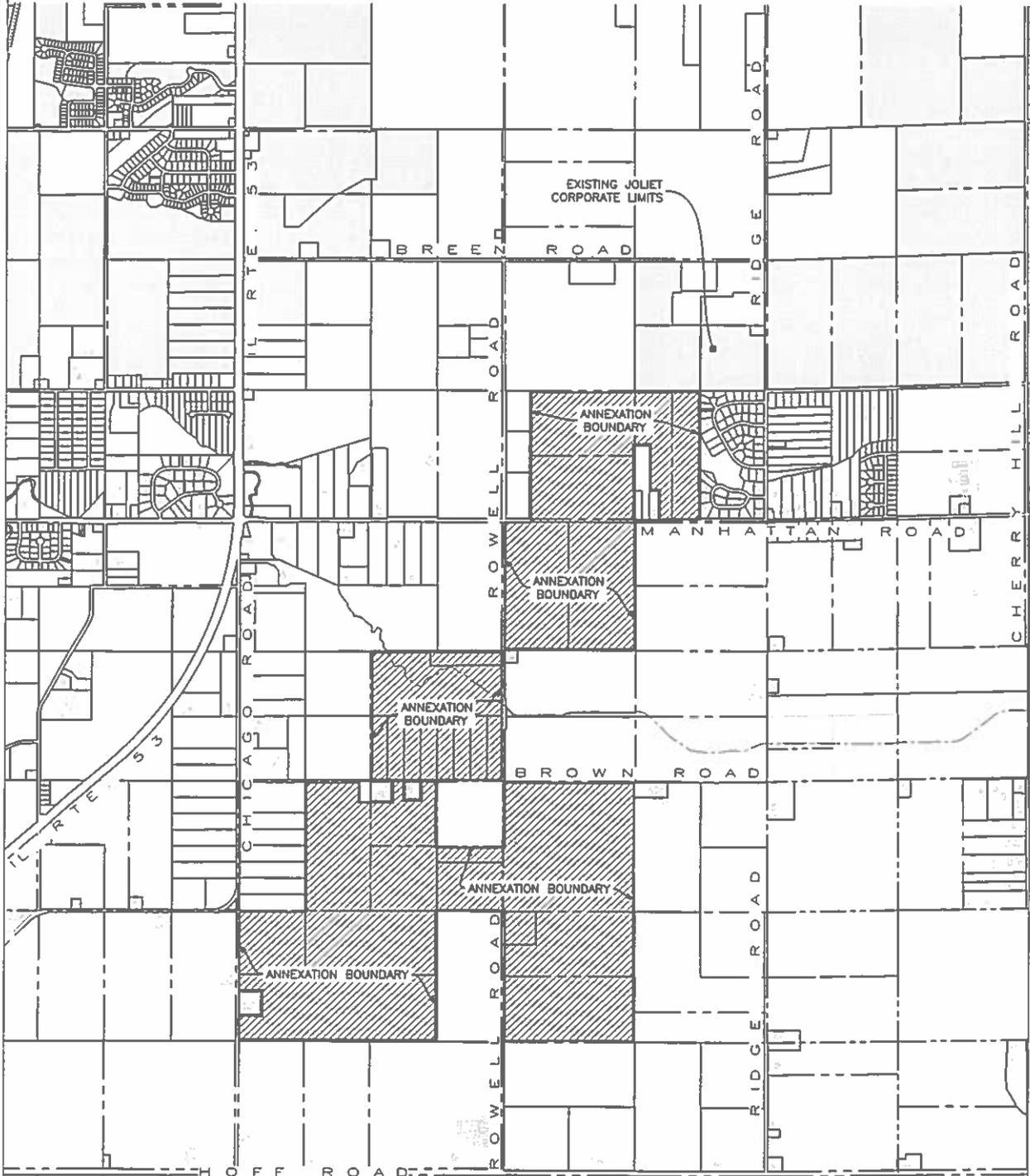
**THE EAST 1452.00 FEET OF THE NORTH 300.00 FEET OF THE SOUTH 1617.17 FEET OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, AND**

**THE EAST 1452.00 FEET OF THE NORTH 300.00 FEET OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, AND**

**THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE SOUTH 1317.17 FEET THEREOF, AND ALSO EXCEPTING THEREFROM THE EAST 1452.00 FEET OF THE NORTH 300.00 FEET OF THE SOUTH 1617.17 FEET THEREOF, AND ALSO EXCEPTING THEREFROM THE EAST 1452.00 FEET OF THE NORTH 300.00 FEET THEREOF, IN WILL COUNTY, ILLINOIS.**

**PARCEL 2: TOGETHER WITH THE ADJACENT RIGHT OF WAY OF BROWN ROAD AND ROWELL ROAD AND ADJOINING PARCEL 1 PER ILLINOIS MUNICIPAL CODE 65 ILCS 5/7-1-1. (THE NEW BOUNDARY OF THE ANNEXATION SHALL EXTEND TO THE FAR SIDE OF ANY ADJACENT HIGHWAY AND SHALL INCLUDE ALL OF EVERY HIGHWAY WITHIN THE AREA ANNEXED).**

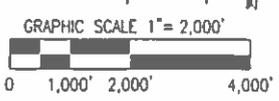
# PRE-ANNEXATION AGREEMENT EXHIBIT B



MIDWINTER  
NATIONAL  
TALLGRASS  
PRAIRIE

MIDWINTER  
NATIONAL  
TALLGRASS  
PRAIRIE

AREA SUMMARY	
AREA	ACRES
PROPERTY AREA	1,256.826
ANNEXATION AREA	1,275.834



**JACOB & HEFNER ASSOCIATES**  
237 South Lincoln Road, Suite 500, Joliet, IL 60434  
 Phone: (815) 734-0000 Fax: (815) 734-0001  
 www.jacobandhefner.com

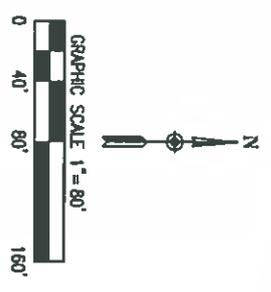
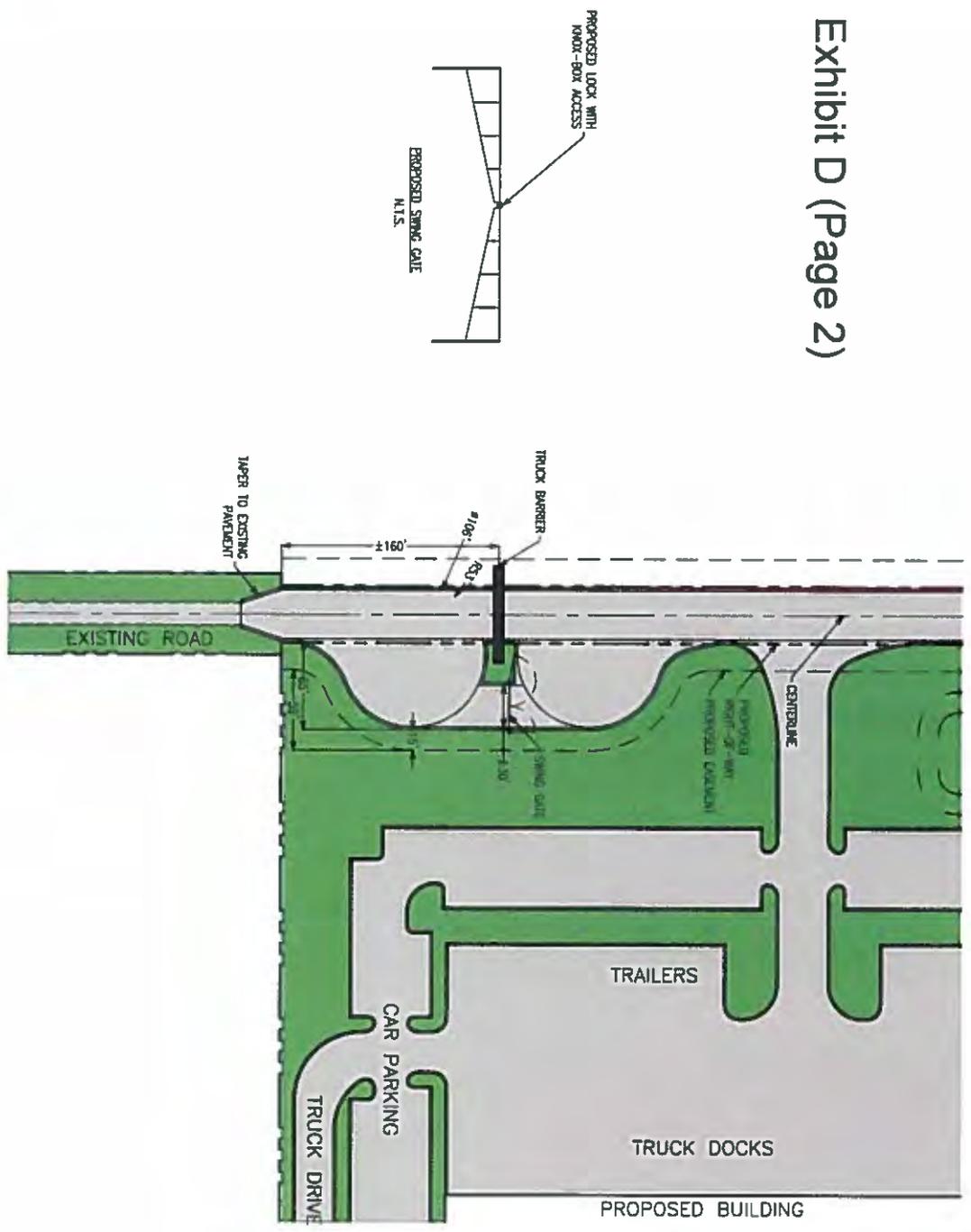
NOTE: ANNEXATION AREA INCLUDES RIGHT OF WAY ADJACENT TO AND ADJOINING SAID PROPERTIES PER ILLINOIS MUNICIPAL CODE 65 ILCS 5/7-1-1 (THE NEW BOUNDARY OF THE ANNEXATION SHALL EXTEND TO THE FAR SIDE OF ANY ADJACENT HIGHWAY AND SHALL INCLUDE ALL OF EVERY HIGHWAY WITHIN THE AREA ANNEXED.)

PROJECT NAME	COMPASS BUSINESS PARK
CLIENT NAME	NORTHPOINT DEVELOPMENT
LOCATION	JOLIET, IL
DATE PREPARED	01/21/2020
SHEET	EXHIBIT
JOB NO	F345





# Exhibit D (Page 2)



**JACOB & HEFNER**  
 ASSOCIATES  
 1105 Woodland Hills Blvd., Suite 200, Woodland Hills, CA 91367  
 Phone: 818.709.1111 Fax: 818.709.1112  
 www.jacobandhefner.com

## PROPOSED TRUCK BARRIER WITH 2-CUL-DE-SAC CONFIGURATION

PROJECT NAME:	COMPASS BUSINESS PARK
CLIENT NAME:	NORTHERN DEVELOPMENT
LOCATION:	SEWELL, IL
DATE PREPARED:	10/28/17
SHEET:	EXHIBIT 1 JOB NO. 1744

# Exhibit E



## CBP MANHATTAN CREEK TRAIL | SCHEMATIC PLAN

JOLIET, IL | FEBRUARY 13, 2020



Kimley»Horn



**Exhibit A Page 7**

**ANNEXATION AREA 9**

**PARCEL 1:** THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE WEST 287.00 FEET OF THE SOUTH 1517.77 FEET THEREOF, ALSO EXCEPTING THEREFROM THE EAST 182.47 FEET OF THE WEST 469.47 FEET OF THE SOUTH 596.81 FEET THEREOF, EXCEPT THAT PART DEDICATED TO THE PEOPLE OF THE STATE OF ILLINOIS FOR HIGHWAY PURPOSES BY DOCUMENT NUMBER 562275, ALL IN WILL COUNTY, ILLINOIS.

**PARCEL 2:** TOGETHER WITH THE ADJACENT RIGHT OF WAY OF MANHATTAN ROAD AND ADJOINING PARCEL 1 PER ILLINOIS MUNICIPAL CODE 65 ILCS 5/7-1-1. (THE NEW BOUNDARY OF THE ANNEXATION SHALL EXTEND TO THE FAR SIDE OF ANY ADJACENT HIGHWAY AND SHALL INCLUDE ALL OF EVERY HIGHWAY WITHIN THE AREA ANNEXED).

**Exhibit A Page 8**

**ANNEXATION AREA 10**

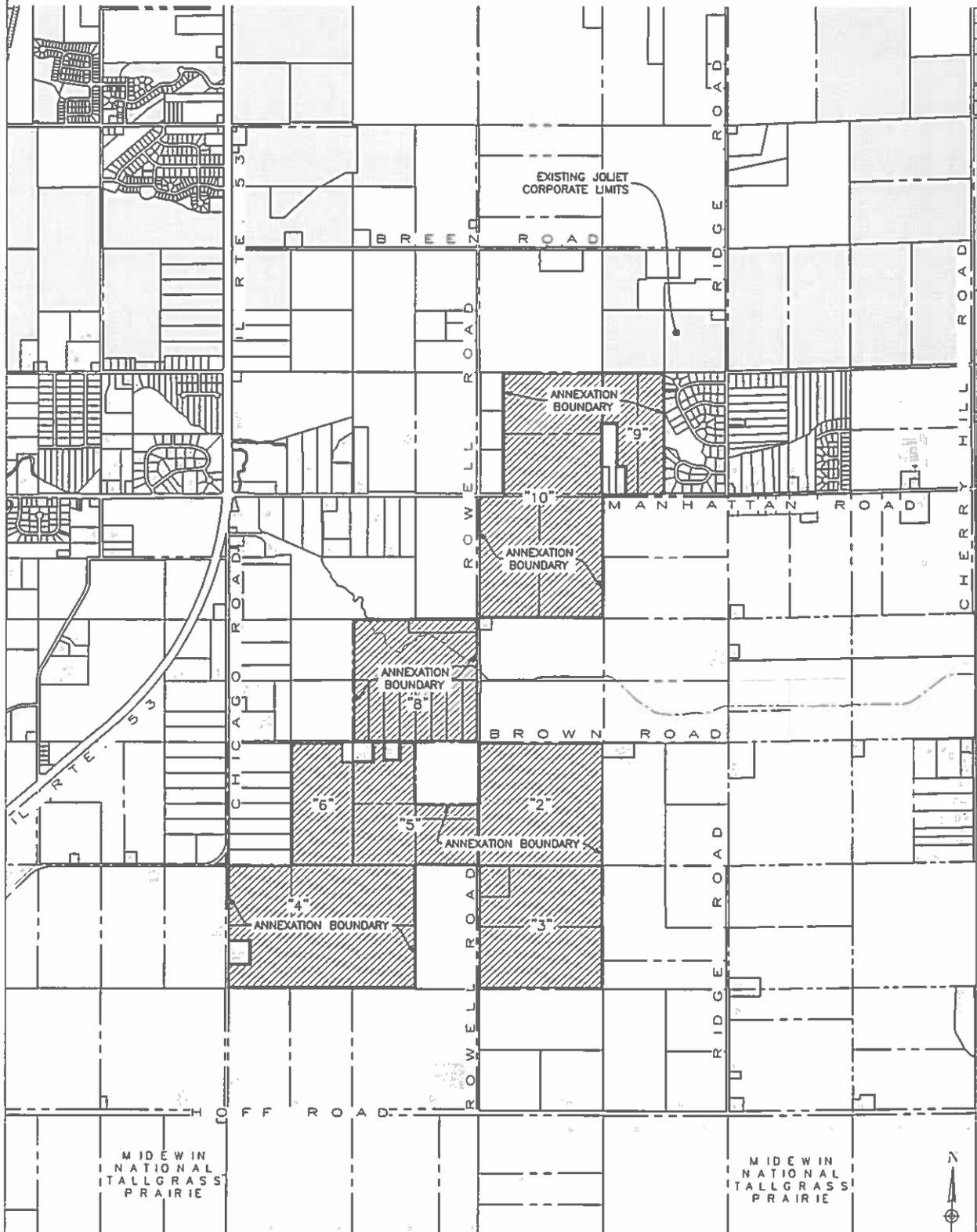
**PARCEL 1:** THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

**PARCEL 2:** TOGETHER WITH THE ADJACENT RIGHT OF WAY OF MANHATTAN ROAD AND ROWELL ROAD AND ADJOINING PARCEL 1 PER ILLINOIS MUNICIPAL CODE 65 ILCS 5/7-1-1. (THE NEW BOUNDARY OF THE ANNEXATION SHALL EXTEND TO THE FAR SIDE OF ANY ADJACENT HIGHWAY AND SHALL INCLUDE ALL OF EVERY HIGHWAY WITHIN THE AREA ANNEXED).

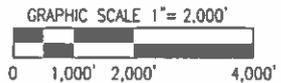
**PARCEL 3:** THE SOUTH HALF OF THE FOLLOWING DESCRIBED PROPERTY: THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 14 AND THE EAST 29.38 ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER AND THE EAST 4.70 CHAINS OF THE WEST 12.63 CHAINS OF THE WEST HALF OF THE NORTHWEST QUARTER, EXCEPTING THEREFROM PORTIONS DEDICATED FOR PUBLIC HIGHWAYS AND EASEMENTS AND RESTRICTIONS OF RECORD ALL IN TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

**PARCEL 4:** THE NORTH HALF OF THE FOLLOWING DESCRIBED PROPERTY: THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 14 AND THE EAST 29.38 ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER AND THE EAST 4.70 CHAINS OF THE WEST 12.63 CHAINS OF THE WEST HALF OF THE NORTHWEST QUARTER, EXCEPTING THEREFROM PORTIONS DEDICATED FOR PUBLIC HIGHWAYS AND EASEMENTS AND RESTRICTIONS OF RECORD ALL IN TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

# PRE-ANNEXATION AGREEMENT EXHIBIT A (Page 1)



AREA SUMMARY	
AREA	ACRES
PROPERTY AREA	1,256.826
ANNEXATION AREA	1,275.834



**JACOB & HEFNER ASSOCIATES**  
 2211 Battersfield Rd., Suite 100, Downers Grove, IL 60515  
 P: 630.251.1400 | F: 630.251.1401 | www.jacobandhefner.com

NOTE: ANNEXATION AREA INCLUDES RIGHT OF WAY ADJACENT TO AND ADJOINING SAID PROPERTIES PER ILLINOIS MUNICIPAL CODE 65 ILCS 5/7-1-1 (THE NEW BOUNDARY OF THE ANNEXATION SHALL EXTEND TO THE FAR SIDE OF ANY ADJACENT HIGHWAY AND SHALL INCLUDE ALL OF EVERY HIGHWAY WITHIN THE AREA ANNEXED.)

PROJECT NAME	COMPASS BUSINESS PARK
CLIENT NAME	NORTHPOINT DEVELOPMENT
LOCATION	JOLIET, IL
DATE PREPARED	01/22/2020
SHEET	EXHIBIT
JOB NO.	F345

# *Group Exhibit 7*

# EXHIBIT A

STATE OF <sup>Missouri</sup> ILLINOIS )  
                  Platte ) SS.  
COUNTY OF ~~WILL~~ )

BEFORE THE MAYOR AND CITY COUNCIL  
OF THE CITY OF JOLIET, ILLINOIS

## PETITION FOR ANNEXATION TO THE CITY OF JOLIET

Pursuant to Section 7-1-8 of the Illinois Municipal Code, the undersigned being duly sworn, states on oath as follows:

1. The undersigned is duly authorized by law to execute and file this Petition for Annexation.
2. The undersigned is the owner of record of all of the land within the territory described in Exhibit "A" ("Territory"), attached hereto and incorporated herein by reference.
3. The undersigned constitutes at least 51% of the electors residing within the Territory, if any.
4. The Territory is not within the corporate limits of any municipality.
5. The undersigned requests the annexation of the Territory to the City of Joliet, Illinois, together with that portion of any highway adjoining the Territory, which is not within any municipality.

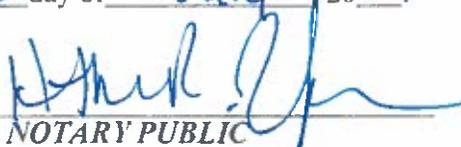
DATE: 7-17-20

EGLPC LIGHT 170, LLC

By: EAST GATE - LOGISTICS PARK CHICAGO, LLC  
a Delaware limited liability company

By: NORTHPOINT DEVELOPMENT, LLC, a  
Missouri limited liability company, Manager

Subscribed and Sworn to before me  
this 16<sup>th</sup> day of July, 2020.

  
NOTARY PUBLIC

By:   
Nathaniel Hagedorn, Manager

HEATHER R. PFENDER  
Notary Public - Notary Seal  
Clay County - State of Missouri  
Commission Number 15633521  
My Commission Expires Feb 24, 2023

EXHIBIT A

THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE WEST 287.00 FEET OF THE SOUTH 1517.77 FEET THEREOF, ALSO EXCEPTING THEREFROM THE EAST 182.47 FEET OF THE WEST 469.47 FEET OF THE SOUTH 596.81 FEET THEREOF, EXCEPT THAT PART DEDICATED TO THE PEOPLE OF THE STATE OF ILLINOIS FOR HIGHWAY PURPOSES BY DOCUMENT NUMBER 562275, ALL IN WILL COUNTY, ILLINOIS.

STATE OF ILLINOIS )  
MISSOURI, SS.  
COUNTY OF WILL )  
PLATE

BEFORE THE MAYOR AND CITY COUNCIL  
OF THE CITY OF JOLIET, ILLINOIS

PETITION FOR ANNEXATION TO THE CITY OF JOLIET

Pursuant to Section 7-1-8 of the Illinois Municipal Code, the undersigned being duly sworn, states on oath as follows:

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5. The undersigned requests the annexation of the Territory to the City of Joliet, Illinois, together with that portion of any highway adjoining the Territory, which is not within any municipality.

DATE: 7-17-20

NEW HORIZONS FARMS, LLC

By: EAST GATE - LOGISTICS PARK CHICAGO, LLC  
a Delaware limited liability company

By: NORTHPOINT DEVELOPMENT, LLC, a  
Missouri limited liability company, Manager

Subscribed and Sworn to before me  
this 16 day of July, 2020

By: [Signature]  
Nathaniel Hagadorn, Manager

[Signature]  
NOTARY PUBLIC

HEATHER R. PFENDER  
Notary Public - Notary Seal  
Clay County - State of Missouri  
Commission Number 15633521  
My Commission Expires Feb 24, 2023

**EXHIBIT A**

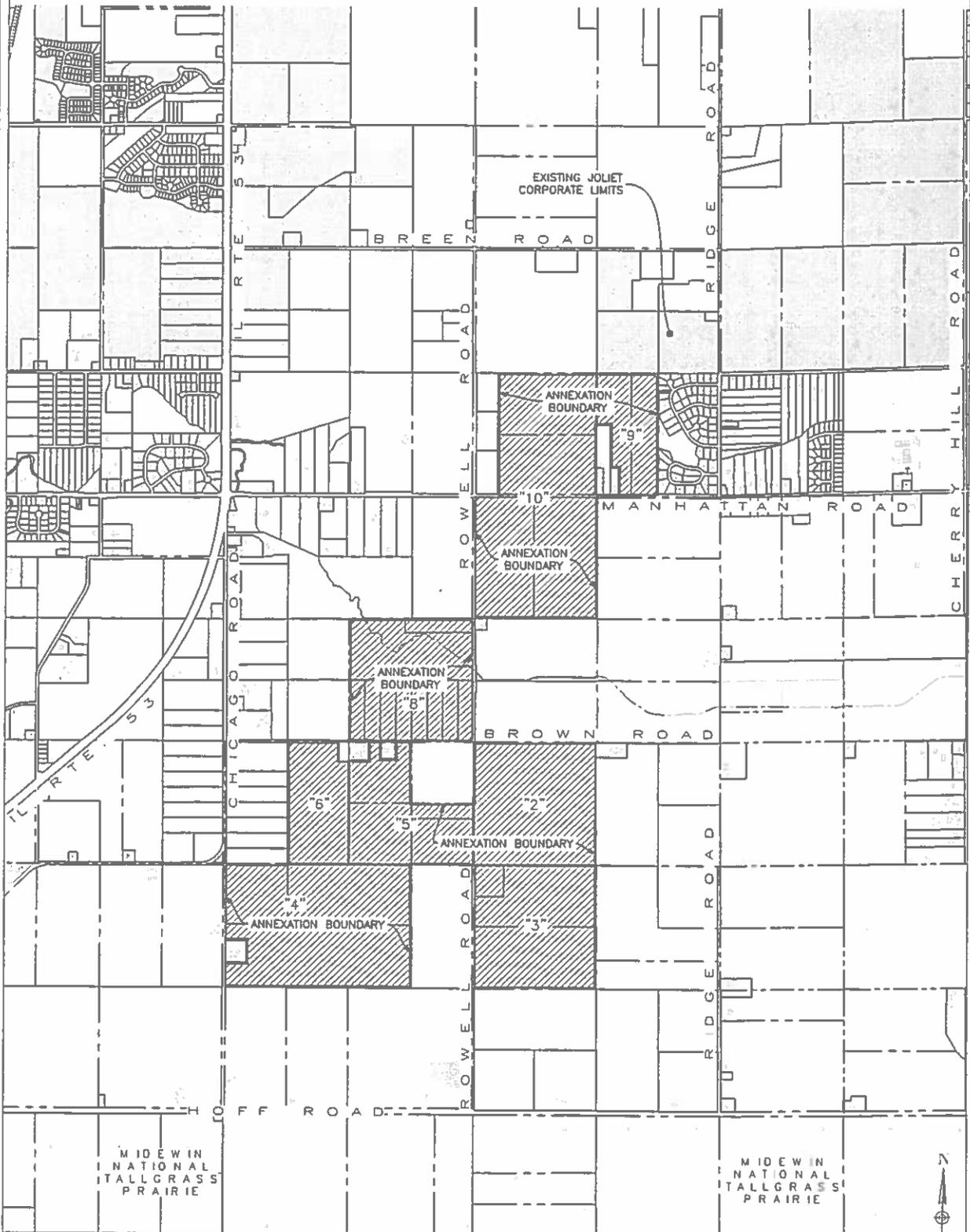
THE SOUTHWEST QUARTER OF SECTION 14, IN TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

AND ALSO

PARCEL 1: THE NORTH HALF OF THE FOLLOWING DESCRIBED PROPERTY: THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 14 AND THE EAST 29.38 ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER AND THE EAST 4.70 CHAINS OF THE WEST 12.63 CHAINS OF THE WEST HALF OF THE NORTHWEST QUARTER, EXCEPTING THEREFROM PORTIONS DEDICATED FOR PUBLIC HIGHWAYS AND EASEMENTS AND RESTRICTIONS OF RECORD ALL IN TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

PARCEL 2: THE SOUTH HALF OF THE FOLLOWING DESCRIBED PROPERTY: THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 14 AND THE EAST 29.38 ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER AND THE EAST 4.70 CHAINS OF THE WEST 12.63 CHAINS OF THE WEST HALF OF THE NORTHWEST QUARTER, EXCEPTING THEREFROM PORTIONS DEDICATED FOR PUBLIC HIGHWAYS AND EASEMENTS AND RESTRICTIONS OF RECORD ALL IN TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

# PRE-ANNEXATION AGREEMENT EXHIBIT A (Page 1)



AREA SUMMARY	
AREA	ACRES
PROPERTY AREA	1,256.826
ANNEXATION AREA	1,275.834



**JACOB & HEFNER ASSOCIATES**  
 1375 North 4th St. Suite 1000 Chicago, IL 60611  
 Phone: (773) 424-2000 Fax: (773) 424-2001  
 www.jacobandhefner.com

NOTE: ANNEXATION AREA INCLUDES RIGHT OF WAY ADJACENT TO AND ADJOINING SAID PROPERTIES PER ILLINOIS MUNICIPAL CODE 65 ILCS 5/7-1-1. (THE NEW BOUNDARY OF THE ANNEXATION SHALL EXTEND TO THE FAR SIDE OF ANY ADJACENT HIGHWAY AND SHALL INCLUDE ALL OF EVERY HIGHWAY WITHIN THE AREA ANNEXED.)

PROJECT NAME	COMPASS BUSINESS PARK
CLIENT NAME	NORTHPOINT DEVELOPMENT
LOCATION	JOLIET, IL
DATE PREPARED	01/22/2020
SHEET	EXHIBIT JOB NO P345

# *Exhibit 8*

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Notice Content

PUBLIC NOTICE NOTICE OF SPECIAL PUBLIC HEARING BEFORE THE JOLIET PLAN COMMISSION Notice is hereby given that a SPECIAL Public Hearing will be held by the Plan Commission of the City of Joliet on MONDAY, FEBRUARY 24, 2020, at 4:00 p.m., in the City Council Chambers (2nd Floor) of the Joliet Municipal Building, 150 W. Jefferson Street, Joliet, Illinois, at which time and place the following matters will be considered: A-4-20: Pre-Annexation Agreement for 1,260 Acres with East Gate Logistics Park Chicago, LLC for Compass Business Park, legally described as follows: ANNEXATION AREA 2: PARCEL 1: THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS. PARCEL 2: TOGETHER WITH THE ADJACENT RIGHT OF WAY OF ROWELL ROAD AND THE ADJACENT RIGHT OF WAY OF BROWN (SWEEDLER) ROAD AND ADJOINING SAID PROPERTY PER ILLINOIS MUNICIPAL CODE 65 ILCS 5/7-1-1. (THE NEW BOUNDARY OF THE ANNEXATION SHALL EXTEND TO THE FAR SIDE OF ANY ADJACENT HIGHWAY AND SHALL INCLUDE ALL OF EVERY HIGHWAY WITHIN THE AREA ANNEXED). #2: 10-11-23-300-001-0000. ANNEXATION AREA 3: PARCEL 1: THE WEST 660.00 FEET OF THE NORTH 660.00 FEET OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN JACKSON TOWNSHIP, WILL COUNTY, ILLINOIS. PARCEL 2: TOGETHER WITH THE ADJACENT RIGHT OF WAY OF ROWELL ROAD AND ADJOINING PARCEL 1 PER ILLINOIS MUNICIPAL CODE 65 ILCS 5/7-1-1. (THE NEW BOUNDARY OF THE ANNEXATION SHALL EXTEND TO THE FAR SIDE OF ANY ADJACENT HIGHWAY AND SHALL INCLUDE ALL OF EVERY HIGHWAY WITHIN THE AREA ANNEXED). PARCEL 3: THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 34 NORTH, RANGE 10 EAST, EXCEPTING THEREFROM THE WEST 660.00 FEET OF THE NORTH 660.00 FEET OF THE NORTHWEST QUARTER OF SECTION 26, ALL IN TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN JACKSON TOWNSHIP, WILL COUNTY, ILLINOIS. PARCEL 4: TOGETHER WITH THE ADJACENT RIGHT OF WAY OF ROWELL ROAD AND ADJOINING PARCEL 3 PER ILLINOIS MUNICIPAL CODE 65 ILCS 5/7-1-1. (THE NEW BOUNDARY OF THE ANNEXATION SHALL EXTEND TO THE FAR SIDE OF ANY ADJACENT HIGHWAY AND SHALL INCLUDE ALL OF EVERY HIGHWAY WITHIN THE AREA ANNEXED). 10-11-26-100-002-0000, 10-11-26-100-003-0000, 10-11-26-100-004-0000. ANNEXATION AREA 4: PARCEL 1: THE WEST 1347.98 FEET OF THE NORTHWEST QUARTER, EXCEPT THE SOUTH 1343.14 FEET THEREOF, IN SECTION 27, IN TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS. PARCEL 2: TOGETHER WITH THE ADJACENT RIGHT OF WAY OF CHICAGO ROAD AND ADJOINING PARCEL 1 PER ILLINOIS MUNICIPAL CODE 65 ILCS 5/7-1-1. EXCEPTING THEREFROM THAT PORTION ALREADY WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF ELWOOD PER ORDINANCE 866 AND RECORDED AS DOCUMENT R2017-071513. (THE NEW BOUNDARY OF THE ANNEXATION SHALL EXTEND TO THE FAR SIDE OF ANY ADJACENT HIGHWAY AND SHALL INCLUDE ALL OF EVERY HIGHWAY WITHIN THE AREA ANNEXED). PARCEL 3: THE SOUTH 1343.14 FEET OF THE NORTHWEST QUARTER OF SECTION 27, EXCEPTING THEREFROM THE NORTH 466.70 FEET OF THE SOUTH 996.70 FEET OF THE WEST 466.70 FEET THEREOF; ALSO THE SOUTH 1343.14 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 27, ALL IN TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS. PARCEL 4: TOGETHER WITH THE ADJACENT RIGHT OF WAY OF CHICAGO ROAD AND ADJOINING PARCEL 3 PER ILLINOIS MUNICIPAL CODE 65 ILCS 5/7-1-1. (THE NEW

BOUNDARY OF THE ANNEXATION SHALL EXTEND TO THE FAR SIDE OF ANY ADJACENT HIGHWAY AND SHALL INCLUDE ALL OF EVERY HIGHWAY WITHIN THE AREA ANNEXED). PARCEL 5: THE WEST HALF, EXCEPT THE SOUTH 1343.14 FEET THEREOF, OF THE NORTHEAST QUARTER OF SECTION 27, IN TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO THE NORTHWEST QUARTER, EXCEPT THE SOUTH 1343.14 FEET THEREOF AND EXCEPT THE WEST 1347.98 FEET THEREOF, OF SAID SECTION 27, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS. 10-11-27-100-005-0000, 10-11-27-100-007-0000, 10-11-27-100-008-0000. ANNEXATION AREA 5: PARCEL 1: THE NORTH 10 ACRES OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, IN TOWNSHIP 34 NORTH AND IN RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22 AND IN TOWNSHIP 34 NORTH AND IN RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE NORTH 10 ACRES THEREOF, AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, EXCEPTING THEREFROM THE NORTH 400 FEET OF THE WEST 415 FEET THEREOF AND ALSO EXCEPTING THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER 1664.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING WEST ALONG SAID NORTH LINE 300.00 FEET; THENCE SOUTH PERPENDICULAR TO THE LAST DESCRIBED COURSE 363.00 FEET; THENCE EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE 300.00 FEET; THENCE NORTH PERPENDICULAR TO THE LAST DESCRIBED COURSE 363.00 FEET TO THE POINT OF BEGINNING, IN TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, IN TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN WILL COUNTY, ILLINOIS. PARCEL 2: TOGETHER WITH THE ADJACENT RIGHT OF WAY OF BROWN ROAD AND ROWELL ROAD AND ADJOINING PARCEL 1 PER ILLINOIS MUNICIPAL CODE 65 ILCS 5/7-1-1. (THE NEW BOUNDARY OF THE ANNEXATION SHALL EXTEND TO THE FAR SIDE OF ANY ADJACENT HIGHWAY AND SHALL INCLUDE ALL OF EVERY HIGHWAY WITHIN THE AREA ANNEXED). 10-11-22-400-007-0000, 10-11-22-400-008-0000, 10-11-22-400-010-0000. ANNEXATION AREA 6: PARCEL 1: THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE NORTH 400 FEET OF THE EAST 200 FEET THEREOF, IN WILL COUNTY, ILLINOIS. PARCEL 2: TOGETHER WITH THE ADJACENT RIGHT OF WAY OF BROWN ROAD AND ADJOINING PARCEL 1 PER ILLINOIS MUNICIPAL CODE 65 ILCS 5/7-1-1. (THE NEW BOUNDARY OF THE ANNEXATION SHALL EXTEND TO THE FAR SIDE OF ANY ADJACENT HIGHWAY AND SHALL INCLUDE ALL OF EVERY HIGHWAY WITHIN THE AREA ANNEXED). 10-11-22-300-005-0000. ANNEXATION AREA 8: PARCEL 1: THE WEST 330.71 FEET OF THE SOUTH 1317.17 FEET OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, AND THE EAST 330.71 FEET OF THE WEST 661.42 FEET OF THE SOUTH 1317.17 FEET OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, AND THE EAST 330.71 FEET OF THE WEST 992.13 FEET OF THE SOUTH 1317.17 FEET OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, AND THE EAST 330.71 FEET OF THE WEST 1322.84 FEET OF THE SOUTH 1317.17 FEET OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, AND THE EAST 330.71 FEET OF THE WEST 1653.55 FEET OF THE SOUTH 1317.17 FEET OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, AND THE EAST 330.71 FEET OF THE WEST 1984.26 FEET OF THE SOUTH 1317.17 FEET OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, AND THE EAST 330.71 FEET OF THE WEST 2314.97 FEET OF THE SOUTH 1317.17 FEET OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, AND THE SOUTH 1317.17 FEET OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE WEST 2314.97 FEET THEREOF, IN WILL COUNTY, ILLINOIS, AND THE EAST 1452.00 FEET OF THE NORTH 300.00 FEET OF THE SOUTH 1617.17 FEET OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, AND THE EAST 1452.00 FEET OF THE NORTH 300.00 FEET OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, AND THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE SOUTH 1317.17 FEET THEREOF, AND ALSO EXCEPTING THEREFROM THE EAST 1452.00 FEET OF THE NORTH 300.00 FEET OF THE SOUTH 1617.17 FEET THEREOF, AND ALSO EXCEPTING THEREFROM THE EAST 1452.00 FEET OF THE NORTH 300.00 FEET THEREOF, IN WILL COUNTY, ILLINOIS. PARCEL 2: TOGETHER WITH THE ADJACENT RIGHT OF WAY OF BROWN ROAD AND ROWELL ROAD AND ADJOINING PARCEL 1 PER ILLINOIS MUNICIPAL CODE 65 ILCS 5/7-1-1. (THE NEW BOUNDARY OF THE ANNEXATION SHALL EXTEND TO THE FAR SIDE OF ANY ADJACENT HIGHWAY AND SHALL INCLUDE ALL OF EVERY HIGHWAY WITHIN THE AREA ANNEXED). 10-11-22-200-003-0000, 10-11-22-200-004-0000, 10-11-22-200-005-0000, 10-11-22-200-006-0000, 10-11-22-200-007-0000, 10-11-22-200-008-0000, 10-11-22-200-009-0000, 10-11-22-200-010-0000, 10-11-22-200-011-0000, 10-11-22-200-012-0000, 10-11-22-200-013-0000. ANNEXATION AREA 9: PARCEL 1: THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE WEST 287.00 FEET OF THE SOUTH 1517.77 FEET THEREOF, ALSO EXCEPTING THEREFROM THE EAST 182.47 FEET OF THE WEST 469.47 FEET OF THE SOUTH 596.81 FEET THEREOF, EXCEPT THAT PART DEDICATED TO THE PEOPLE OF THE STATE OF ILLINOIS FOR HIGHWAY PURPOSES BY DOCUMENT NUMBER 562275, ALL IN WILL COUNTY, ILLINOIS. PARCEL 2: TOGETHER WITH THE ADJACENT RIGHT OF WAY OF MANHATTAN ROAD AND ADJOINING PARCEL 1 PER ILLINOIS MUNICIPAL CODE 65 ILCS 5/7-1-1. (THE NEW BOUNDARY OF THE ANNEXATION SHALL EXTEND TO THE FAR SIDE OF ANY ADJACENT HIGHWAY AND SHALL INCLUDE ALL OF EVERY HIGHWAY WITHIN THE AREA ANNEXED). 10-11-14-200-005-0000, 10-11-14-200-013-0000. ANNEXATION AREA 10: PARCEL 1: THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS. PARCEL 2: TOGETHER WITH THE ADJACENT RIGHT OF WAY OF MANHATTAN ROAD AND ROWELL ROAD AND ADJOINING PARCEL 1 PER ILLINOIS MUNICIPAL CODE 65 ILCS 5/7-1-1. (THE NEW BOUNDARY OF THE ANNEXATION SHALL EXTEND TO THE FAR SIDE OF ANY ADJACENT HIGHWAY AND SHALL INCLUDE ALL OF EVERY HIGHWAY WITHIN THE AREA ANNEXED). PARCEL 3: THE SOUTH HALF OF THE FOLLOWING DESCRIBED PROPERTY: THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 14 AND THE EAST 29.38 ACRES OF THE WEST HALF OF

THE NORTHWEST QUARTER AND THE EAST 4.70 CHAINS OF THE WEST 12.63 CHAINS OF THE WEST HALF OF THE NORTHWEST QUARTER, EXCEPTING THEREFROM PORTIONS DEDICATED FOR PUBLIC HIGHWAYS AND EASEMENTS AND RESTRICTIONS OF RECORD ALL IN TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS. PARCEL 4: THE NORTH HALF OF THE FOLLOWING DESCRIBED PROPERTY: THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 14 AND THE EAST 29.38 ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER AND THE EAST 4.70 CHAINS OF THE WEST 12.63 CHAINS OF THE WEST HALF OF THE NORTHWEST QUARTER, EXCEPTING THEREFROM PORTIONS DEDICATED FOR PUBLIC HIGHWAYS AND EASEMENTS AND RESTRICTIONS OF RECORD ALL IN TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS. 10-11-14-300-001-0000, 10-11-14-300-002-0000, 10-11-14-100-005-0000, 10-11-14-100-004-0000. Commonly known as: ¼ Mile South of Breen & East of Chicago Road. Dated this 7th day of FEBRUARY, 2020 PLAN COMMISSION OF JOLIET, ILLINOIS 150 W. Jefferson Street, Joliet, IL 60432 Martin J. Shanahan Jr., Corporation Counsel Kendall B. Jackson, Director, Community Development (Published in Herald-News February 7, 2020)1749159

[Back](#)

# *Exhibit 9*



# CITY OF JOLIET

## PLAN COMMISSION AGENDA

Monday, February 24, 2020  
4:00 p.m.

City Hall, Council Chambers,  
150 West Jefferson Street, Joliet, IL 60432

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### COMMITTEE MEMBERS

Chairman John Dillon, Chairman Pro-Tem John Kella, Jim Capparelli, Jason Cox, Jeff Crompton, Brigitte Fiday, Mark Micetich, Fredrick "Rick" Moore, and Marc Rousonelos

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1. **CALL TO ORDER:**
2. **ROLL CALL:**
3. **APPROVAL OF MINUTES:**
4. **CITIZENS TO BE HEARD ON AGENDA ITEMS** This section is for anyone wanting to speak regarding items listed on the agenda, except for items listed under Public Hearing. Anyone speaking on an agenda item is entitled to speak for a maximum of 4 minutes. It is not a question and answer period and staff and the Plan Commission do not generally respond to public comments. Please note speakers who engage in conduct injurious to the harmony of the Plan Commission shall be called to order by the Presiding Officer and may forfeit the opportunity to speak.
5. **OLD BUSINESS: PUBLIC HEARING**
6. **OLD BUSINESS: NO PUBLIC HEARING**
7. **NEW BUSINESS: PUBLIC HEARING**

EXHIBIT C

- a. A-4-20: Pre-Annexation Agreement for 1,260 Acres with East Gate Logistics Park Chicago, LLC for Compass Business Park. (1/2 Mile South of Breen & East of Chicago Road)

Staff Report 

Exhibit E Manhattan Creek Trail Improvements 

8. **NEW BUSINESS: NO PUBLIC HEARING**
9. **STUDY SESSION:**
10. **OLD/NEW BUSINESS—NOT FOR FINAL ACTION OR RECOMMENDATION:**
11. **PUBLIC COMMENTS:** This section is for anyone wanting to speak regarding non-agenda items and are allowed a maximum of 4 minutes. It is not a question and answer period and staff and the Plan Commission do not generally respond to public comments. Please note speakers who engage in conduct injurious to the harmony of the Plan Commission shall be called to order by the Presiding Officer and may forfeit the opportunity to speak.
12. **ADJOURNMENT:**

This meeting will be held in an accessible location. If you need a reasonable accommodation, please contact Christa M. Desiderio, City Clerk, 150 West Jefferson Street, Joliet, Illinois 60432 at (815) 724-3780.

# *Exhibit 10*

## Public Comments

### Local State of Emergency – Temporary Public Participation Procedures

As stated in Gubernatorial Executive Order 2020-07 issued on March 16, 2020 and Gubernatorial Executive Order 2020-10 issued on March 20, 2020, both extended by Gubernatorial Executive Order 2020-18 issued on April 1, 2020, all public gatherings of more than ten people are prohibited. In-person public participation is not defined as an essential activity.

The City of Joliet is committed to fostering convenient and accessible opportunities for public input at all public meetings during the State of Emergency. Therefore, temporary procedures for public participation at the upcoming Council, Commission, Board and Committee meetings not duly canceled are hereby implemented. The City will reasonably accommodate credentialed members of the media who wish to attend Joliet City Council, Commission, Board and Committee meetings. Members of the public may submit written comments and/or participate through a telephone call through a procedure as follows:

#### SUBMIT WRITTEN COMMENTS

After publication of the agenda, email comments to [publiccomment@joliet.gov](mailto:publiccomment@joliet.gov). When providing written comments to be included as public participation at a public meeting, clearly identify the following in the subject line:

- The date of the meeting.
- The type of meeting for the written comments (e.g. Joliet City Council meeting, etc.).
- Name and any other identifying information the participant wishes to convey to the public body.
- The category of public participation - Citizens to be Heard on Agenda Items, Public Hearings agenda items or Public Comments (non-agenda items).
- For Citizens to be Heard on Agenda Items and Public Hearings agenda items, identify and include the specific agenda topic (e.g. issuance of a Class "A" Liquor License for AAA business) or specific Memo number (e.g. COUNCIL MEMO #200-20).

**If you would like to submit written comments for Zoning Board of Appeals, Plan Commission, and Historic Preservation Committee, please [click here](#).**

The entire content of the comments will be subject to public release. The City of Joliet will be under no obligation to redact any information.

The contents of all comments will be placed into a shared file for the public body to access and read.

It is strongly recommended that the comments are emailed not less than twenty-four (24) hours prior to the meeting so the appropriate Council members, Commissioners, Board and Committee members have adequate time to review the comments prior to the meeting.

#### LIVE PUBLIC PARTICIPATION/ TELEPHONE CALL:

After publication of the agenda, those wishing to participate in a live telephone call option at a public meeting must sign up not less than twenty-four (24) hours prior to the meeting. A city representative will call the participant at the relevant portion of the meeting and the participant will be allowed to participate telephonically at the meeting. To participate in a live telephone call, the request shall be made through the City's [Joliet.gov](http://Joliet.gov) website, specifically the "[Meetings and Agendas](#)" website page and the "[Meeting Schedule & Procedure](#)" website page. There will be an embedded form to be completed by the participant requesting the following information:

- The date of the meeting.
- The type of meeting for the telephonic participation (e.g. Joliet Plan Commission meeting, Zoning Board of Appeals meeting, City Council meeting, etc.).
- Name, telephone number and (optional) email address.
- The category of public participation - Citizens to be Heard on Agenda Items, Public Hearings agenda items or Public Comments (non-agenda items).
- For Citizens to be Heard on Agenda Items and Public Hearings agenda items, identify and include the specific agenda topic (e.g. issuance of a Class "A" Liquor License for AAA business) or specific Memo number (e.g. COUNCIL MEMO #200-20).

If the participant provides an email address, the participant will receive a confirmation email that their request has been logged. If the participant provides an email address and does not receive a confirmation email or is unable to access the City's embedded form, call (815) 724-3800 during regular business hours (Monday-Friday 8:00 a.m. to 4:30 p.m. excluding holidays).

Upon successful registration, the participant's name will be placed on an internal City of Joliet list (first-come/first-called) and during the date and relevant portion of the meeting, the participant will be called by a City representative. The City representative will call the provided telephone number and allow the phone to ring not more than 4 times/ if the call is not answered within those 4 rings, the call will be disconnected and the City representative will call the next participant on the list.

The conversation should be presented in a manner as if the participant is in attendance at the meeting. At the start of the call, the participant should provide their name and any other information the participant wishes to convey. For Citizens to be Heard on Agenda Items and Public Hearings agenda items, identify and include the specific agenda topic (e.g. issuance of a Class "A" Liquor License for AAA business) or specific Memo number (e.g. COUNCIL MEMO #200-20). The participant should try to address all comments to the public body as a whole and not to any member thereof. Repetitive comments are discouraged. The total comment time for any one (1) participant is four (4) minutes. Further time up to an additional four (4) minutes may be granted by motion. A participant cannot give his or her allotted minutes to another participant to increase that person's allotted time.

Conduct and comments injurious to the harmony of the public body or comments that engage in a debate or makes direct threats or personal attacks or be uncivil or abusive as set forth in Sec. 2-25 (c)(2) will be called to order by the presiding officer and the telephone call may be disconnected if said comments persist.

EXHIBIT D

**NOTE:** the calls will be made first-come/ first-called. If there is a long list of calls or if the meeting is particularly long, there may be a lengthy delay prior to being called by the City representative. Furthermore, in the event public comments are continued to a later date due to time constraints, you will be contacted on the rescheduled date. As a reminder, all are welcome to follow the progress of the City Council and other meetings LIVE on the City's [Joliet.gov](http://Joliet.gov) website and/or Channel 6 JCTV.

**To register for Public Comment via telephone, please complete the form below.**

**Your Name**

*First Name*

*Last Name*

**Phone Number**

**Email Address**

**Please select the meeting on which you would like to comment**

To receive a copy of your submission, please fill out your email address below and submit.

**Email Address**

# **EXHIBIT 11**

**IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT  
WILL COUNTY, ILLINOIS**

PEOPLE OF THE STATE OF ILLINOIS	)	
ex rel., STOP NORTHPOINT, LLC,	)	
	)	
Plaintiff,	)	
	)	
v.	)	No.
	)	
CITY OF JOLIET, a municipal corporation,	)	
	)	
Defendant.	)	

**QUO WARRANTO**

The People of the State of Illinois, ex rel., Stop NorthPoint, LLC, for its complaint in Quo Warranto against the City of Joliet, state:

1. Plaintiff Stop NorthPoint, LLC is an Illinois limited liability company formed as a grassroots movement to preserve and protect Will County area residents and neighbors from the catastrophic consequences of allowing the development of the industrial park proposed by the Defendants.
2. Defendant, City of Joliet, is a municipal corporation organized and existing under, and by virtue of the laws of the State of Illinois.
3. EastGate Logistics Park Chicago, LLC, (“EastGate”) is a Delaware limited liability company, licensed and registered to do business in the State of Illinois.
4. NorthPoint Development, LLC, (“NorthPoint”) is a Missouri limited liability company, licensed and registered to do business in the State of Illinois.
5. NorthPoint is the manager of EastGate and hereinafter EastGate and NorthPoint are collectively referred to as EastGate.

6. On April 17, 2020, the City of Joliet approved a pre-annexation agreement (“Pre-Annexation Agreement”) with EastGate to approve the annexation of 1262 acres of unincorporated land into the City of Joliet which “property is, or will be at the time of annexation contiguous to the City . . .” (Pre-Annexation Agreement, 2<sup>nd</sup> Recital, p. 1). A copy of the Pre-Annexation Agreement is attached hereto as Exhibit 1).

7. Under the Pre-Annexation Agreement, EastGate plans to construct and operate an industrial park with warehouses/truck terminals spanning the 1,262 acres of land (“Subject Property”).

8. Under the Pre-Annexation Agreement, Joliet is required to issue a special use permit for the annexed land to permit the development of a freight terminal.

9. The Pre-Annexation Agreement provides that “[i]t is acknowledged by the City and Developer that access to the Property is over roads which may presently be controlled by other governmental agencies, including, but not limited to, IDOT, Will County, the Village of Elwood and Jackson Township, and that in some cases the weight limits of certain roads are restricted by such jurisdictions.” (Pre-Annexation Agreement, §3, p. 4).

10. The Pre-Annexation Agreement contemplates jurisdictional transfers and the use of condemnation in order to provide access to the Subject Property.

11. The Pre-Annexation Agreement requires that EastGate construct a bridge over Route 53 at Walter Strawn Drive located within the Village of Elwood. *Id.* The bridge would connect two Elwood roads and subject those roads to heavy truck traffic which would cause taxpayers to expend substantial sums for repair and maintenance of the impacted roads.

12. The Pre-Annexation Agreement requires that the roadways in and immediately adjacent to the Subject Property be designed for 100,000-pound trucks (Pre-Annexation Agreement, pp. 5-6).

13. The Pre-Annexation Agreement also provides for the construction of a Closed Loop Truck Network. Although the exact exit and entry points for the Closed Loop Truck Network were not identified.

14. The Pre-Annexation Agreement acknowledges that a portion of the Subject Property abuts land zoned for residential use. (Pre-Annexation Agreement, §5, p. 9).

15. On February 24, 2020, a hearing on zoning was held before the City of Joliet Plan Commission. The Plan Commission voted unanimously to recommend that the Joliet City Council approve the Pre-Annexation Agreement with the condition that the bridge over Route 53 be constructed. Defendant Joliet failed to include this condition precedent in the Pre-Annexation Agreement. The failure to include this condition precedent within the Per-Annexation Agreement is a fatal flaw as pleaded *infra*.

16. By entering into the pre-annexation agreement and in continuing to pursue the annexation of the development site, the City of Joliet has engaged and is engaging in the exercise of authority unlawfully asserted.

17. The illegality of the City of Joliet's actions is demonstrated by the following facts:

18. City of Joliet Resolution No. 7519 approving and authorizing execution of the Pre-Annexation Agreement for 1,260<sup>1</sup> acres with EastGate Logistics Park Chicago, LLC was passed on April 17, 2020 by the City Council of Joliet ("Resolution") (a copy of the Resolution is attached

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<sup>1</sup> It should be noted that the Resolution references "1,260 acres" while a computation of the acreage of the relevant PINs yields a result 1,262.15 acres. The correct 1,262.15 acres shall be used herein.

hereto as Exhibit 2). Said Resolution identifies 28 PIN numbers describing the properties to be annexed (hereinafter “Property”). Subsequently, the Pre-Annexation Agreement was signed by the Mayor of the City of Joliet and bears an “Effective” date of April 17, 2020.

19. Section 1 of the Pre-Annexation Agreement provides:

The City hereby agrees that, within 10 days of adoption by the Corporate Authorities of the resolution approving this Agreement the City shall execute this Agreement. The City further agrees that upon receipt by the City of (a), notice from Developer accompanied by appropriate title-company documentation providing evidence that Developer or its affiliates have completed the purchase of a majority of the Property; (b), properly executed petitions for annexation describing that portion of the Property to be annexed; and, (c), a copy of this Agreement properly executed by Developer and the owners of the Property, (collectively the “Conditions Precedent”), the City will within 60 days thereafter adopt ordinances annexing the Property to the corporate limits of the City and approving the Zoning of the Property. In the event that any portion of the development would include a mixed-use residential aspect, the Property in question would be subject to future Planned Unit Development (PUD) approval as is required by the Joliet Zoning Ordinance, Section 47-15A. The terms of this Agreement shall be effective only if Developer and/or its affiliates achieves the Conditions Precedent within 90 days of the execution of this Agreement by the Corporate Authorities (the “Termination Date”). If the City has not received evidence satisfactory to the City that the Conditions Precedent have been achieved by the Termination Date this Agreement shall become null and void.

(Pre-Annexation Agreement, Exhibit 1).

20. Said Pre-Annexation Agreement expressly requires EastGate to provide the City of Joliet with appropriate documentation and evidence relating to proof of ownership, executed petitions for annexation and a fully and properly executed Pre-Annexation Agreement. These requirements are defined as “Conditions Precedent” (hereinafter “Conditions Precedent”, see Exhibit 1, p. 3).

21. Specifically, under the express terms of the Conditions Precedent of the Pre-Annexation Agreement, EastGate was required to: (a) provide appropriate title-company documentation that EastGate or its affiliates completed the purchase of more than 631.0725 acres

of the Property; (b) submit a properly executed petition(s) for the annexation of the subject property; and (c) submit a copy of the fully executed Pre-Annexation Agreement to Joliet by July 16, 2020 (“Termination Date), 90 days after the Mayor’s April 17, 2020 signature (Pre-Annexation Agreement, § 1 p. 3).

**EastGate has Failed to Provide Proof of Ownership of a “Majority” of the Property and thus Fails to Meet the First Condition Precedent**

22. On September 11, 2020, the City of Joliet was sent a Freedom of Information Act (“FOIA”) request demanding, *inter alia*, that Joliet produce the following: “[N]otice from Developer accompanied by appropriate title-company documentation providing evidence that Developer or its affiliates have completed the purchase of a majority of the Property.” For tracking purposes said FOIA request was assigned number R013461-091120.

23. On approximately September 15, 2020, Joliet responded to FOIA R013461-091120 and produced the documents attached hereto as Group Exhibit 3 consisting of an 89-page compilation of “Proforma” title documents and deeds (“Ownership Records”). *Id.*

Each of the “Proforma” policies contain the following disclaimer: This is a PROFORMA Policy. It does not reflect the present state of the Title and is not a commitment to (i) insure the Title or (ii) issue any of the attached endorsements. Any such commitment must be an express written undertaking on appropriate forms of the Company.

(Group Exhibit 3).

24. The Ownership Records showed “Proforma” title policies for 7 PINs containing 395.2 acres.<sup>2</sup> The Ownership Records also contains documentation in the form of deeds to 14 PINs

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<sup>2</sup> Proforma seven (7) property pins are: 10-11-14-100-004 (64.11 acres), 10-11-14-100-005 (64.11 acres), 10-11-14-200-005(34.74 acres), 10-11-14-200-013(32.24 acres), 10-11-14-300-001 (80 acres), 10-11-14-300-002(80 acres) & 10-11-27-100-008 (40 acres) for a total of 395.2 acres.

containing 273.46 acres<sup>3</sup>. EastGate failed to supply any information relating to the remaining 7 PINs consisting of 593.49 acres referenced in the Resolution.<sup>4</sup>

25. The “Proforma” policies neither reflect the present state of the title nor do they offer any proof of ownership. It would therefore be improper for EastGate or the City of Joliet to rely on such documents to prove legal ownership.

26. The first of the Conditions Precedent require “appropriate title-company documentation providing evidence that Developer or its affiliates have completed the purchase of the majority of the Property”, on or before July 16, 2020. “Proforma” documents fail to satisfy the first of the Conditions Precedent relating to proof of ownership.

27. Specifically, the “proforma” documents contained in the Ownership Records relate to 7 PINs containing 395.2 acres.

28. The remaining Ownership Records submitted by EastGate are deeds which were submitted to establish proof that EastGate owned 14 PINs encompassing 273.46 acres.

29. EastGate failed to meet the first of the Conditions Precedent wherein it was required to establish “the purchase of a majority of the Property” related to the annexation.

30. The Resolution and the related Pre-Annexation Agreement contemplated the annexation of 1,262.15 acres consisting of 28 parcels identified by their PIN numbers.

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<sup>3</sup> Deeded 14 PINs are: 10-11-22-200-003 (59.77 acres), 10-11-22-200-004 (10 acres), 10-11-22-200-005 (10 acres), 10-11-22-200-006 (10 acres), 10-11-22-200-007 (10 acres), 10-11-22-200-008 (10 acres), 10-11-22-200-009 (10 acres), 10-11-22-200-010 (10 acres), 10-11-22-200-011 (10 acres), 10-11-22-200-012 (10 acres), 10-11-22-200-013 (10 acres), 10-11-22-400-007 (10 acres), 10-11-22-400-008 (30 acres) & 10-11-22-400-010 (73.69 acres) for a total of 273.46 acres.

<sup>4</sup> Remaining 7 PINs with no ownership information: 10-11-22-300-005 (78.16 acres), 10-11-23-300-001 (160 acres), 10-11-26-100-002 (80 acres), 10-11-26-100-003 (70 acres), 10-11-26-100-004 (10 acres), 10-11-27-100-005 (117.665 acres) & 10-11-27-100-007 (77.65 acres) for a total of 593.49 acres.

31. The term “majority” is most logically applied to the number of acres acquired by EastGate compared to the number of acres of the proposed annexation, in which case EastGate supplied documentation showing ownership of only 273.46 acres out of a total of 1,262.15 or 21.66%.

32. Even assuming arguendo that the term majority is applied to the number of properties, which would make no sense under an annexation scenario, EastGate provided proof of owning only 14 of 28 PINs which is only 50% and also not a “majority”.

33. EastGate lacked any authority to unilaterally alter the terms or conditions of the annexation authorized in the Resolution. Any modification in the size or terms of the annexation would require passage of another Resolution. Lacking such a resolution, EastGate has failed to meet the first Condition Precedent.

**EastGate has Failed to Timely Submit Petitions for  
Annexation and thus Fails to Meet the Second Condition Precedent**

34. Upon information and belief and based upon the City of Joliet’s FOIA response which consisted of only Ownership Records as that term is defined herein, EastGate failed to comply with the second of Condition Precedent requiring EastGate to provide Joliet copies of “properly executed petitions for annexation describing that portion of the Property to be annexed”.

35. A review of the Ownership Records (the records provided by the City of Joliet in response to a FOIA request seeking all documents submitted to satisfy the Conditions Precedent set forth in the Pre-Annexation Agreement) shows that EastGate apparently failed submit annexation petitions to satisfy the second of the Conditions Precedent.

36. Although not contained within the response to FOIA R013461-091120, Relator has obtained by other means copies of two “Petitions for Annexation to the City of Joliet”. See Group Exhibit 4.

37. One of the Petitions is on behalf of “Eglpc Light 170, LLC” and the other is on behalf of “New Horizon Farms, LLC”. Based on the Ownership Records, it appears that EastGate submitted “proforma” documentation relating to Eglpc Light 170, LLC’s alleged ownership 2 PINs consisting of 66.98 acres. The deficiencies of the “proforma” documentation have already been discussed. Suffice it to say that EastGate has submitted no acceptable proof related to the ownership of the 66.98 acres and therefore, the Petition for Annexation filed by Eglpc Light 170, LLC fails for the same reasons.

38. Similarly, a review of the Ownership Records shows EastGate submitted “proforma” documentation relating to New Horizon Farms, LLC’s alleged ownership of 4 PINs consisting of 288.22 acres. The same deficiencies as above renders New Horizon Farms, LLC’s Petition for Annexation defective.

39. Assuming *arguendo*, the above described Petitions were to be recognized as valid, they only cover 6 PINs and 355.2 acres and therefore fail to satisfy the second of the Conditions Precedent.

**The Petitions for Annexation Are Believed to Be Forgeries and Bear Inconsistent Dates**

40. Upon information and belief, the only petitions for annexation available to Relator appear to bear a date of July 17, 2020 which makes them untimely. In addition, said petitions appear to have notarial inconsistencies calling into question the genuineness and authenticity of the documents. For instance, one of the documents bears a signature date of “7-17-20” but a notarization date of July 16, 2020 meaning that the document was notarized the day before it was signed. This discrepancy calls into question both the notarization and the signature. The discrepancy is also significant in light of the July 16, 2020 Termination Date.

41. Further, upon information and belief and based upon a review of publicly available signature specimens of the notary, Heather R. Pfender, the notary signature is a forgery.

42. Such discrepancies raise serious questions about EastGate's compliance with the Conditions Precedent.

43. The failure to timely comply with these Conditions Precedent by the July 16, 2020 Termination Date puts EastGate in breach of the Resolution and the Pre-Annexation Agreement and prevents Joliet from proceeding thereunder. Under the terms of the Pre-Annexation Agreement, EastGate's failure to satisfy the conditions precedent, means that the agreement is null and void.

#### **The Proposed Annexation Fails for Lack of Contiguity**

44. One of the bedrock legal principles underlying annexation is the requirement for contiguity. The Pre-Annexation Agreement incorporates this requirement when it describes the annexation as "comprising approximately 1,262 acres, which property is, or will be at the time of annexation contiguous to the City and not within the corporate limits of any municipality (the "Property")", see Exhibit 1 - Pre-Annexation Agreement, p.1, 2<sup>nd</sup> "whereas" recital (emphasis added).

45. In the center of the Property sought to be annexed, there is insufficient contact to satisfy the contiguity requirement under Illinois law. Specifically, that point can be described as the contact point between PIN 10-11-22-200-004 and PIN 10-11-14-300-001. Both parcels are rectangular and only touch at one corner (think of a checkerboard where the black squares only touch another black square at the corner). The lots can also be described as "kitty corner" parcels.

46. Such minimal contact is insufficient under Illinois law since practical considerations relating to the interconnection of public utilities, gas, electric, water and sewer

systems cannot be accomplished with such minimal contact. It is a physical impossibility to join such systems through such a minimal point of contact. Case law suggests that 100 feet or more might be required to satisfy the contiguity requirement under Illinois law.

47. EastGate and the City of Joliet, being well aware of this deficiency, have sought to resolve this contiguity problem by obtaining permission and authority to include what is commonly referred to as the FAA property into the annexation (“FAA Property”).

48. Upon information and belief, the FAA Property is not part of the Resolution and is not specifically addressed in the Pre-Annexation Agreement. The Pre-Annexation Agreement, as discussed earlier, requires “contiguity” but does not further define the requirements or the necessity of obtaining the FAA Property.

49. Any annexation of the Property without resolution of this issue must be declared null and void.

**EastGate has Failed to Meet the Condition  
Precedent Relating to Construction of the Bridge**

50. Section 3 of the Pre-Annexation Agreement requires the following:

Developer shall construct a bridge over the Union Pacific Railroad and Illinois Route 53 in the location of Walter Strawn Drive and Ira Morgan Streets, including all necessary improvements and modifications (the “Bridge”) to serve as the sole access for tractor-trailer traffic to and from the Property. If the approvals necessary to construct the Bridge are not secured in a reasonable timeframe the Parties shall mutually agree to an alternate location for truck traffic to the Property.

Pre-Annexation Agreement at Section 3(a) at p.4.

51. Although not expressly identified as one of the Conditions Precedent, when read as a whole and as a necessary part of the implementation of the annexation and the development outlined therein, the Bridge is an essential component of the annexation.

52. The Pre-Annexation Agreement contemplates one of two Bridge options to be resolved in a “reasonable timeframe” either by i) obtaining all necessary approvals; or ii) an agreement on an alternate route. Although not defined, under the circumstance and pursuant to a reasonable interpretation of the Pre-Annexation Agreement, the only “reasonable timeframe” for resolution of this Bridge issue is prior to the annexation. To interpret otherwise would render this requirement meaningless.

53. Upon information and belief, the needed approvals have not yet been obtained and are unlikely to be obtained because the Bridge severely and negatively impacts upon the Abraham Lincoln National Cemetery.

54. The proposed bridge on Walter Strawn Drive is immediately adjacent to the Abraham Lincoln National Cemetery (“Cemetery”). The Cemetery serves over 412,000 Veterans and family members. From 1999 to present, it has become the resting place for over 58,000 Veterans and their family members.

55. On August 27, 2020, the Department of Veterans Affairs, National Cemetery Administration, sent a letter to the Village of Elwood outlining the Department’s concerns about the planned bridge (a copy of the 8/27/2020 letter is attached hereto as Exhibit 5). The National Cemetery Administration “is highly concerned” that the planned bridge will have substantial adverse impacts to the national cemetery and its customers.

56. Given the reality of the many difficulties relating to the approval and construction of the Bridge, it is a violation of the Pre-Annexation Agreement to proceed to annexation until this issue is resolved.

57. Joliet will be unable to provide infrastructure to the site, requiring neighboring townships, villages and municipalities to bear the financial burden of providing sewer, water, police, fire department, ambulance and medical services. As a result, taxes will be increased.

58. There is no dedicated access from the surrounding major highways to the proposed development. The semi-tractor trailers entering the development will necessarily have to use roads that are not built to withstanding heavy loads. The cost of repairing damage to the roads will be borne by neighboring townships, villages and municipalities. As a result, taxes will be increased.

59. Joliet has denied due process to persons objecting to the annexation.

60. On October 5, 2020, the Honorable Judge Roger Rickmon granted the Village of Elwood's motion for preliminary injunction finding that the Notice (Exhibit 6) was "woefully deficient" and that the City of Joliet failed to follow the Municipal Code or its own ordinances with regard to the special use. The injunction, at least temporarily, prevents the City of Joliet from annexing, rezoning and granting the special use permit with respect to the Subject Property.

61. Joliet has not ensured that EastGate and NorthPoint comply with the requirements of the pre-annexation agreement. EastGate and NorthPoint do not own the necessary acreage required by the pre-annexation agreement.

62. Because EastGate and NorthPoint have not complied with the requirements of the pre-annexation agreement, that agreement is now void, and Joliet's continued pursuit of the annexation is illegal.

63. Joliet has illegally accepted forged documents in support of the pre-annexation agreement.

64. Joliet has not properly done its due diligence regarding the trustworthiness, reputation and integrity of Defendants EastGate and NorthPoint, in particular with regard to the falsehoods by these entities during the Kansas site visit.

65. If Joliet is permitted to unlawfully proceed with the Pre-Annexation Agreement, specifically the proposed rezoning of the annexed land and the granting of special use permit to EastGate, this would substantially, directly, and adversely affect local resident and taxpayers in that it will:

- (a) Increase their property and local taxes;
- (b) Decrease property values;
- (c) Increase traffic congestion by semi-truck traffic;
- (d) Increase safety hazards caused by increased semi-truck traffic;
- (e) Substantially increase sound levels;
- (f) Cause substantial vibrations;
- (g) Substantially increase light pollution through the use of directional lighting and other lighting devices;
- (h) Cause dust, smoke, vibration and noise produced by the thousands of additional trucks each day; and,
- (i) Substantially increase environmental pollution, in the form of smoke, fumes and soot.

**WHEREFORE**, Plaintiff, People of the State of Illinois, ex rel., Stop NorthPoint, LLC, pray for judgment of ouster in its favor and against Defendant City of Joliet, and for any other and further relief that the Court deems appropriate.

**PEOPLE OF THE STATE OF ILLINOIS, ex  
rel., STOP NORTHPOINT LLC,**

*/s/ Robert W. Fioretti*

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# *Group Exhibit 12*

STATE OF <sup>Missouri</sup> ILLINOIS )  
                  <sup>Platte</sup> SS. )  
COUNTY OF ~~WILL~~ )

BEFORE THE MAYOR AND CITY COUNCIL  
OF THE CITY OF JOLIET, ILLINOIS

PETITION FOR ANNEXATION TO THE CITY OF JOLIET

Pursuant to Section 7-1-8 of the Illinois Municipal Code, the undersigned being duly sworn, states on oath as follows:

1. The undersigned is duly authorized by law to execute and file this Petition for Annexation.
2. The undersigned is the owner of record of all of the land within the territory described in Exhibit "A" ("Territory"), attached hereto and incorporated herein by reference.
3. The undersigned constitutes at least 51% of the electors residing within the Territory, if any.
4. The Territory is not within the corporate limits of any municipality.
5. The undersigned requests the annexation of the Territory to the City of Joliet, Illinois, together with that portion of any highway adjoining the Territory, which is not within any municipality.

DATE: 7-17-20

EGLPC LIGHT 170, LLC

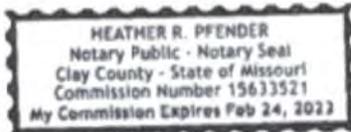
By: EAST GATE - LOGISTICS PARK CHICAGO, LLC  
a Delaware limited liability company

By: NORTHPOINT DEVELOPMENT, LLC, a  
Missouri limited liability company, Manager

Subscribed and Sworn to before me  
this 16 day of July, 2020.

  
NOTARY PUBLIC

By:   
Nathaniel Hagedorn, Manager



IN WITNESS WHEREOF, the City and Developer have caused this instrument to be executed by their respective proper officials duly authorized to execute the same on the day and the year first written.

CITY OF JOLIET, a municipal corporation

By: *Robert O'Neil*  
Mayor

Effective *4/17/20*

Date:

ATTEST:

*Christa M. Desiderio*  
City Clerk

[Seal]

DEVELOPER – EAST GATE LOGISTICS PARK CHICAGO,

a Delaware limited liability company

By: NorthPoint Development, its Manager

By: *[Signature]*  
Nathaniel Hagedorn, its Manager

WITNESS:

ATTEST:

*Heather B. Pfender*

