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PREPARED BY:
Hinshaw & Culbertson LLP
14 West Cass St., 3rd Floor
Joliet, IL 60432
Attn: John R. Felton, Esq.

RETURN TO:
CITY OF WILMINGTON
CITY CLERK'S OFFICE
1165 S. Water Street
Wilmington, IL 60481-1671

R2010052473
Receipt # T20100059737
Karen A. Stukel Will County Recorder 271P
LR Date 05/25/2010 Time 14:46:12
Recording Fees: $291.75
IL Rental Hsng. Support Program: $0.00

ORDINANCE NO. 10-04-13-02

ORDINANCE AUTHORIZING EXECUTION OF AN ANNEXATION AGREEMENT FOR THE PROPERTY BOUNDED BY INTERSTATE ROUTE 55, LORENZO ROAD, MURPHY ROAD AND KAVANAUGH ROAD, AND COMMONLY KNOWN AS THE RIDGEPORT LOGISTICS CENTER, WILL COUNTY, ILLINOIS

WHEREAS, Ridge Logistics Park I, LLC a Delaware Limited Liability Company, RidgePort Logistics Center Property Owners Association, an Illinois Not-for-Profit Corporation, Dobi Investments, LLC, an Illinois Limited Liability Company ("Owners") have filed a written petition with the City Clerk of the City of Wilmington requesting annexation of the property bounded by Interstate Route 55, Lorenzo Road, Murphy Road and Kavanaugh Road and commonly known as The RidgePort Logistics Center, Will County, Illinois, legally described in Exhibit A and depicted on Exhibit B (the subject property); and

WHEREAS, In accordance with a Notice of Public Hearing published in the Free Press Advocate on February 24, 2010, the Corporate Authorities of the City held a Public Hearing on April 6, 2010, pursuant to Section 11-15.1.3 of the Illinois Municipal Code (65 ILCS 5/11-15.1.3) to consider the Annexation Agreement for the subject property attached thereto as Exhibit C; and

WHEREAS, the Owners are in agreement with all the terms of said Annexation Agreement and are ready, willing and able to perform its obligations therein; and

WHEREAS, after due and careful consideration, the Corporate Authorities of the City have determined that it is in the best interest of the City to enter into said Annexation Agreement.

C-1270

WHEREAS, the Owners are in agreement with all the terms of said Annexation Agreement and are ready, willing and able to perform its obligations therein; and

WHEREAS, after due and careful consideration, the Corporate Authorities of the City have determined that it is in the best interest of the City to enter into said Annexation Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WILMINGTON, WILL COUNTY, ILLINOIS, AS FOLLOWS:

1. The Annexation Agreement attached hereto as Exhibit C is approved and entered into by the City of Wilmington.

2. The Mayor is authorized and directed to execute said Annexation Agreement on behalf of the City and the City Clerk is authorized and directed to attest the Mayor's signature thereon.

3. This Ordinance shall be in full force and effect upon its passage and approval in the manner provided by law.

PASSED this 13 day of April, 2010.

AYES: 8

NAYS: 1

ABSENT: 0

APPROVED this 13 day of April, 2010.

	Marty Orr, Mayor
ATTEST: F. L. Tutor Fran Tutor, City Clerk	CITY OF WILMINGTON CORPORATE SEAL 1865 STATE OF ILLINOIS

ANNEXATION LEGAL DESCRIPTION

THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 17 (EXCEPTING THAT PART DEDICATED TO THE PEOPLE OF THE STATE OF ILLINOIS FOR THE PURPOSE OF A PUBLIC HIGHWAY RECORDED IN BOOK 1241, PAGE 145 AS DOCUMENT NO. 738997) LYING SOUTH AND EAST OF THE RIGHT-OF-WAY OF THE RAILROAD AS NOW LOCATED, (EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 17, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE DUE WEST ALONG THE CENTER LINE OF STATE ROUTE NO. 31, FOR A DISTANCE OF 1080.53 FEET; THENCE SOUTH 37 DEGREES 36 MINUTES WEST, FOR A DISTANCE OF 44.13 FEET TO THE INTERSECTION OF THE EXISTING SOUTH RIGHT-OF-WAY LINE OF STATE AID ROUTE NO. 31 AND THE EXISTING SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE GULF, MOBILE AND OHIO RAILROAD COMPANY, SAID INTERSECTION BEING THE POINT OF BEGINNING; CONTINUING THENCE SOUTH 37 DEGREES 36 MINUTES WEST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE GULF, MOBILE AND OHIO RAILROAD COMPANY, FOR A DISTANCE OF 103.21 FEET; THENCE SOUTH 80 DEGREES 15 MINUTES 30 SECONDS EAST, FOR A DISTANCE OF 96.50 FEET; THENCE NORTH 02 DEGREES 20 MINUTES EAST FOR A DISTANCE OF 98.18 FEET TO SAID EXISTING SOUTH RIGHT-OF-WAY LINE OF STATE AID ROUTE NO. 31; THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY FOR A DISTANCE OF 36.10 FEET, MORE OR LESS, TO THE POINT OF BEGINNING); (ALSO EXCEPTING THEREFROM THE NORTH 40 RODS (660 FEET) OF THE EAST 40 RODS (660 FEET) OF SAID EAST HALF OF THE NORTHEAST QUARTER OF SECTION 17, IN TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN;
ALSO:
THE NORTH 58 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN;
ALSO:
THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN;
ALSO:
THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THAT PART DEDICATED TO THE PEOPLE OF THE STATE OF ILLINOIS FOR THE PURPOSE OF A PUBLIC HIGHWAY RECORDED IN BOOK 1241, PAGE 201 AS DOCUMENT NO. 741373;
ALSO:
THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN;
ALSO: LORENZO ROAD LYING NORTH OF AND ADJOINING THE ABOVE DESCRIBED PARCELS.
ALSO:
THE EAST HALF OF SECTION 16, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN,
EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS: THAT PART THEREOF LYING NORTHERLY AND NORTHEASTERLY OF THE SOUTHWESTERLY LINE OF RELOCATED LORENZO ROAD PURSUANT TO DOCUMENT R2002-100752; THAT PART SITUATED WITHIN THE RIGHT-OF-WAY OF THE WEST FRONTAGE ROAD ON THE WEST SIDE OF INTERSTATE ROUTE 55 PURSUANT TO SAID DOCUMENT R2002-100752; THAT PART LYING NORTH OF THE SOUTHERLY RIGHT-OF-WAY LINE OF LORENZO ROAD AS DEDICATED BY DOCUMENT NO. 740521; AND THAT PART THEREOF FALLING WITH-IN THE RIGHT-OF-WAY OF INTERSTATE ROUTE 55, ALSO EXCEPTING THEREFROM THE WEST 100.00 FEET OF THE FOLLOWING DESCRIBED TRACT: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 16; THENCE WEST ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 2389.57 FEET TO AN IRON PIN, WHICH IS THE POINT OF BEGINNING; THENCE SOUTH AT AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS TO THE LEFT OF A PROLONGATION OF THE LAST DESCRIBED COURSE AT THE LAST DESCRIBED POINT FOR A DISTANCE OF 243.71 FEET, TO AN IRON PIN; THENCE WEST AT AN ANGLE OF 90 DEGREES 00 MINUTES TO THE RIGHT OF A PROLONGATION OF THE LAST DESCRIBED COURSE AT THE LAST DESCRIBED POINT FOR A DISTANCE OF 208.71 FEET, TO AN IRON PIN; THENCE NORTH AT AN ANGLE OF 90 DEGREES 00 MINUTES TO THE RIGHT OF A PROLONGATION OF THE LAST

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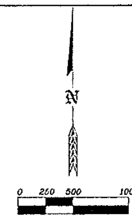
DESCRIBED COURSE AT THE LAST DESCRIBED POINT FOR A DISTANCE OF 243.71 FEET TO AN IRON PIN ON THE NORTH LINE OF SECTION 16 (CENTERLINE OF LORENZO ROAD); THENCE EAST ALONG SAID NORTH LINE A DISTANCE OF 208.71 FEET TO THE POINT OF BEGINNING.
ALSO: LORENZO ROAD AND RELOCATED LORENZO ROAD LYING NORTH OF AND ADJOINING THE ABOVE DESCRIBED PARCELS,
THE FRONTAGE ROAD ON THE WEST SIDE OF INTERSTATE ROUTE 55, AND INTERSTATE ROUTE 55 LYING EAST OF AND ADJOINING THE ABOVE DESCRIBED PARCELS.
ALSO:
THE NORTH HALF OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN,
EXCEPTING THEREFROM THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 21;
ALSO EXCEPTING THEREFROM THE EAST 539.50 FEET OF THE WEST 548.00 FEET OF THE NORTH 528.68 FEET
OF THE SOUTH 1520.00 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 21;
ALSO EXCEPTING THEREFROM THE WEST 548.00 FEET OF THE SOUTH 991.32 FEET OF THE EAST HALF OF NORTHWEST QUARTER OF SAID SECTION 21;
ALSO EXCEPTING THEREFROM THE EAST 363.00 FEET OF THE WEST 911.00 FEET OF THE SOUTH 197.00 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 21;
ALSO EXCEPTING THEREFROM THE NORTH 1.00 FEET OF THE SOUTH 198.00 FEET OF THE EAST 117.00 FEET OF THE WEST 665.00 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 21;
ALSO EXCEPTING THEREFROM THAT PART OF THE NORTH HALF OF SAID SECTION 21, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 21; THENCE SOUTH 87 DEGREES 54 MINUTES 24 SECONDS WEST 299.31 FEET, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, TO ITS INTERSECTION WITH THE CENTER OF AN EXISTING DRAINAGE DITCH; THENCE THE FOLLOWING 14 COURSES ALONG SAID CENTER OF AN EXISTING DRAINAGE DITCH; 1) NORTH 50 DEGREES 50 MINUTES 56 SECONDS EAST 46.05 FEET; 2) THENCE NORTH 49 DEGREES 03 MINUTES 56 SECONDS EAST 28.72 FEET; 3) THENCE NORTH 71 DEGREES 09 MINUTES 45 SECONDS EAST 61.66 FEET; 4) THENCE NORTH 57 DEGREES 32 MINUTES 40 SECONDS EAST 47.50 FEET; 5) THENCE NORTH 70 DEGREES 46 MINUTES 02 SECONDS EAST 68.73 FEET; 6) THENCE NORTH 64 DEGREES 14 MINUTES 53 SECONDS EAST 82.22 FEET; 7) THENCE NORTH 65 DEGREES 51 MINUTES 04 SECONDS EAST 116.11 FEET; 8) THENCE NORTH 67 DEGREES 09 MINUTES 45 SECONDS EAST 139.36 FEET; 9) THENCE NORTH 63 DEGREES 17 MINUTES 41 SECONDS EAST 67.71 FEET; 10) THENCE NORTH 68 DEGREES 00 MINUTES 28 SECONDS EAST 205.43 FEET; 11) THENCE NORTH 71 DEGREES 19 MINUTES 40 SECONDS EAST 78.05 FEET; 12) THENCE NORTH 60 DEGREES 07 MINUTES 50 SECONDS EAST 151.11 FEET; 13) THENCE NORTH 13 DEGREES 29 MINUTES 27 SECONDS EAST 141.67 FEET; 14) THENCE NORTH 09 DEGREES 16 MINUTES 23 SECONDS EAST 86.79 FEET; THENCE NORTH 87 DEGREES 54 MINUTES 52 SECONDS EAST 61.76 FEET TO THE WESTERLY LINE OF THE PROPERTY CONVEYED BY DOCUMENT NO. R87-59009; THENCE SOUTH 11 DEGREES 50 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 235.06 FEET; THENCE DUE SOUTH FOR A DISTANCE OF 413.87 FEET; THENCE DUE EAST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER FOR A DISTANCE OF 340.40 FEET; THENCE NORTH 87 DEGREES 54 MINUTES 24 SECONDS EAST 149.08 FEET; THENCE NORTH 02 DEGREES 01 MINUTES 19 SECONDS EAST 659.90 FEET TO THE NORTHWEST CORNER OF A PARCEL OF LAND DESCRIBED BY DOCUMENT NO. R91-71512; THENCE NORTH 87 DEGREES 58 MINUTES 19 SECONDS EAST ALONG THE NORTH LINE OF SAID DOCUMENT NO. R91-71512 AND THE NORTH LINE OF DOCUMENT NOS. R92-50127 AND R92-50126, 992.52 FEET TO THE NORTHEAST CORNER OF SAID DOCUMENT NO. R92-50126; THENCE SOUTH 02 DEGREES 02 MINUTES 12 SECONDS EAST ALONG THE EASTERLY LINE OF SAID DOCUMENT NO. R92-50126, 658.77 FEET TO A POINT ON SAID SOUTH LINE OF THE NORTHEAST QUARTER; THENCE SOUTH 87 DEGREES 54 MINUTES 24 SECONDS WEST ALONG SAID SOUTH LINE OF THE NORTHEAST QUARTER, 2251.22 FEET TO THE POINT OF BEGINNING;
AND ALSO EXCEPTING THAT PORTION DEDICATED FOR INTERSTATE ROUTE 55;
ALSO: INTERSTATE ROUTE 55 LYING EAST OF AND ADJOINING THE ABOVE DESCRIBED PARCEL.
ALSO:

THE SOUTH HALF OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY OF, AND ADJOINING, THE WESTERLY LINE OF FEDERAL AID INTERSTATE ROUTE 55; EXCEPT THE SOUTH 1351.00 FEET OF THE WEST 840.83 FEET THEREOF; ALSO EXCEPT THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 21; THENCE SOUTH 87 DEGREES 54 MINUTES 24 SECONDS WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 166.40 FEET TO THE WEST LINE OF SAID FRONTAGE ROAD ON THE WEST SIDE OF INTERSTATE 55 AND THE POINT OF BEGINNING; THENCE SOUTH 02 DEGREES 03 MINUTES 30 SECONDS EAST ALONG SAID WEST LINE OF THE FRONTAGE ROAD A DISTANCE OF 380.90 FEET; THENCE SOUTH 87 DEGREES 54 MINUTES 24 SECONDS WEST PARALLEL WITH SAID NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 21 A DISTANCE OF 276.47 FEET; THENCE NORTH 02 DEGREES 03 MINUTES 30 SECONDS WEST PARALLEL WITH SAID WEST LINE OF THE FRONTAGE ROAD A DISTANCE OF 380.90 FEET TO SAID NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 21; THENCE NORTH 87 DEGREES 54 MINUTES 24 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 276.47 FEET TO SAID POINT OF BEGINNING;
ALSO: INTERSTATE ROUTE 55 LYING EAST OF AND ADJOINING THE ABOVE DESCRIBED PARCEL.
ALSO:
THE NORTH HALF OF SECTION 28, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY OF, AND ADJOINING, THE WESTERLY LINE OF FEDERAL AID INTERSTATE ROUTE 55; EXCEPT THE SOUTH 330.00 FEET OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 28;
ALL IN WILL COUNTY, ILLINOIS.
ALSO: INTERSTATE ROUTE 55 LYING EAST OF AND ADJOINING THE ABOVE DESCRIBED PARCEL.

ANNEXATION EXHIBIT

OF PART OF SECTIONS 16, 17, 21 AND 28, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILMINGTON TOWNSHIP, WILL COUNTY, ILLINOIS



Scale 1" = 500'

BASIS OF BEARINGS
ILLINOIS STATE PLANE
EAST ZONE NAD 83

ANNEXATION LEGAL DESCRIPTION

THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 17 (EXCEPTING THAT PART DEDICATED TO THE PEOPLE OF THE STATE OF ILLINOIS FOR THE PURPOSE OF A PUBLIC HIGHWAY RECORDED IN BOOK 1241, PAGE 145 AS DOCUMENT NO 738697) LYING SOUTH AND EAST OF THE RIGHT-OF-WAY OF THE RAILROAD AS NOW LOCATED. (EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 17, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE DUE WEST ALONG THE CENTER LINE OF STATE ROUTE NO. 31, FOR A DISTANCE OF 1060.53 FEET; THENCE SOUTH 37 DEGREES 38 MINUTES WEST, FOR A DISTANCE OF 44.15 FEET TO THE INTERSECTION OF THE EXISTING SOUTH RIGHT-OF-WAY LINE OF STATE AID ROUTE NO. 31 AND THE EXISTING SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE GULF, MOBILE AND OHIO RAILROAD COMPANY, SAID INTERSECTION BEING THE POINT OF BEGINNING; CONTINUING THENCE SOUTH 37 DEGREES 38 MINUTES WEST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE GULF, MOBILE AND OHIO RAILROAD COMPANY, FOR A DISTANCE OF 103.21 FEET; THENCE SOUTH 60 DEGREES 15 MINUTES 30 SECONDS EAST, FOR A DISTANCE OF 96.50 FEET; THENCE NORTH 02 DEGREES 20 MINUTES EAST FOR A DISTANCE OF 96.18 FEET TO SAID EXISTING SOUTH RIGHT-OF-WAY LINE OF STATE AID ROUTE NO 31; THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY FOR A DISTANCE OF 36.10 FEET, MORE OR LESS, TO THE POINT OF BEGINNING);

(ALSO EXCEPTING THEREFROM THE NORTH 40 RODS (660 FEET) OF THE EAST 40 RODS (660 FEET) OF SAID EAST HALF OF THE NORTHEAST QUARTER OF SECTION 17, IN TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN;

ALSO:

THE NORTH 58 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN,

ALSO:

THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN,

ALSO:

THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THAT PART DEDICATED TO THE PEOPLE OF THE STATE OF ILLINOIS FOR THE PURPOSE OF A PUBLIC HIGHWAY RECORDED IN BOOK 1241, PAGE 201 AS DOCUMENT NO. 741373.

ALSO:

THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN,

ALSO: LORENZO ROAD LYING NORTH OF AND ADJOINING THE ABOVE DESCRIBED PARCELS

ALSO:

THE EAST HALF OF SECTION 16, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS:

THAT PART THEREOF LYING NORTHERLY AND NORTHEASTERLY OF THE SOUTHWESTERLY LINE OF RELOCATED LORENZO ROAD PURSUANT TO DOCUMENT R2002-100752; THAT PART SITUATED WITHIN THE RIGHT-OF-WAY OF THE WEST FRONTAGE ROAD ON THE WEST SIDE OF INTERSTATE ROUTE 55 PURSUANT TO SAID DOCUMENT R2002-100752; THAT PART LYING NORTH OF THE SOUTHERLY RIGHT-OF-WAY LINE OF LORENZO ROAD AS DEDICATED BY DOCUMENT NO. 740521 AND THAT PART THEREOF FALLING WITHIN THE RIGHT-OF-WAY OF INTERSTATE ROUTE 55. ALSO EXCEPTING THEREFROM THE WEST 100.00 FEET OF THE FOLLOWING DESCRIBED TRACT: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 16; THENCE WEST ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 2369.57 FEET TO AN IRON PIN, WHICH IS THE POINT OF BEGINNING; THENCE SOUTH AT AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS TO THE LEFT OF A PROLONGATION OF THE LAST DESCRIBED COURSE AT THE LAST DESCRIBED POINT FOR A DISTANCE OF 243.71 FEET, TO AN IRON PIN; THENCE WEST AT AN ANGLE OF 90 DEGREES 00 MINUTES TO THE RIGHT OF A PROLONGATION OF THE LAST DESCRIBED COURSE AT THE LAST DESCRIBED POINT FOR A DISTANCE OF 208.71 FEET, TO AN IRON PIN; THENCE NORTH AT AN ANGLE OF 90 DEGREES 00 MINUTES TO THE RIGHT OF A PROLONGATION OF THE LAST DESCRIBED COURSE AT THE LAST DESCRIBED POINT FOR A DISTANCE OF 243.71 FEET TO AN IRON PIN ON THE NORTH LINE OF SECTION 16 (CENTERLINE OF LORENZO ROAD); THENCE EAST ALONG SAID NORTH LINE A DISTANCE OF 208.71 FEET TO THE POINT OF BEGINNING.

ALSO: LORENZO ROAD AND RELOCATED LORENZO ROAD LYING NORTH OF AND ADJOINING THE ABOVE DESCRIBED PARCELS.

THE FRONTAGE ROAD ON THE WEST SIDE OF INTERSTATE ROUTE 55, AND INTERSTATE ROUTE 55 LYING EAST OF AND ADJOINING THE ABOVE DESCRIBED PARCELS

ALSO:

THE NORTH HALF OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 21;

ALSO EXCEPTING THEREFROM THE EAST 539.50 FEET OF THE WEST 548.00 FEET OF THE NORTH 328.88 FEET OF THE SOUTH 1520.00 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 21.

ALSO EXCEPTING THEREFROM THE WEST 548.00 FEET OF THE SOUTH 991.32 FEET OF THE EAST HALF OF NORTHWEST QUARTER OF SAID SECTION 21;

ALSO EXCEPTING THEREFROM THE EAST 363.00 FEET OF THE WEST 911.00 FEET OF THE SOUTH 187.00 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 21;

ALSO EXCEPTING THEREFROM THE NORTH 1.00 FEET OF THE SOUTH 188.00 FEET OF THE EAST 117.00 FEET OF THE WEST 665.00 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 21.

ALSO EXCEPTING THEREFROM THAT PART OF THE NORTH HALF OF SAID SECTION 21, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 21. THENCE SOUTH 87 DEGREES 54 MINUTES 24 SECONDS WEST 299.31 FEET, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, TO ITS INTERSECTION WITH THE CENTER OF AN EXISTING DRAINAGE DITCH. THENCE THE FOLLOWING 14 COURSES ALONG SAID CENTER OF AN EXISTING DRAINAGE DITCH; 1) NORTH 50 DEGREES 50 MINUTES 58 SECONDS EAST 48.08 FEET, 2) THENCE NORTH 49 DEGREES 03 MINUTES 56 SECONDS EAST 28.72 FEET; 3) THENCE NORTH 71 DEGREES 09 MINUTES 45 SECONDS EAST 61.66 FEET; 4) THENCE NORTH 57 DEGREES 32 MINUTES 40 SECONDS EAST 47.50 FEET; 5) THENCE NORTH 70 DEGREES 48 MINUTES 02 SECONDS EAST 68.73 FEET; 6) THENCE NORTH 64 DEGREES 16 MINUTES 51 SECONDS EAST 82.22 FEET; 7) THENCE NORTH 65 DEGREES 51 MINUTES 04 SECONDS EAST 116.11 FEET; 8) THENCE NORTH 87 DEGREES 09 MINUTES 45 SECONDS EAST 139.38 FEET; 9) THENCE NORTH 63 DEGREES 17 MINUTES 41 SECONDS EAST 67.71 FEET; 10) THENCE NORTH 88 DEGREES 00 MINUTES 28 SECONDS EAST 200.43 FEET; 11) THENCE NORTH 71 DEGREES 18 MINUTES 40 SECONDS EAST 78.05 FEET; 12) THENCE NORTH 60 DEGREES 07 MINUTES 50 SECONDS EAST 151.11 FEET; 13) THENCE NORTH 13 DEGREES 26 MINUTES 27 SECONDS EAST 141.87 FEET; 14) THENCE NORTH 02 DEGREES 18 MINUTES 23 SECONDS EAST 86.79 FEET; THENCE NORTH 87 DEGREES 54 MINUTES 52 SECONDS EAST 61.78 FEET TO THE WESTERLY LINE OF THE PROPERTY CONVEYED BY DOCUMENT NO. R87-59009. THENCE SOUTH 31 DEGREES 50 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 235.06 FEET; THENCE DUE SOUTH FOR A DISTANCE OF 413.87 FEET; THENCE DUE EAST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER FOR A DISTANCE OF 340.40 FEET; THENCE NORTH 87 DEGREES 54 MINUTES 24 SECONDS EAST 149.08 FEET, THENCE NORTH 02 DEGREES 01 MINUTES 19 SECONDS EAST 652.90 FEET TO THE NORTHWEST CORNER OF A PARCEL OF LAND DESCRIBED BY DOCUMENT NO. R91-71512, THENCE NORTH 87 DEGREES 58 MINUTES 19 SECONDS EAST ALONG THE NORTH LINE OF SAID DOCUMENT NO. R91-71512 AND THE NORTH LINE OF DOCUMENT NOS. R92-50127 AND R92-50126, 892.57 FEET TO THE NORTHEAST CORNER OF SAID DOCUMENT NO R92-50126; THENCE SOUTH 02 DEGREES 02 MINUTES 12 SECONDS EAST ALONG THE EASTERLY LINE OF SAID DOCUMENT NO. R92-50126, 658.77 FEET TO A POINT ON SAID SOUTH LINE OF THE NORTHEAST QUARTER. THENCE SOUTH 87 DEGREES 54 MINUTES 24 SECONDS WEST ALONG SAID SOUTH LINE OF THE NORTHEAST QUARTER, 2751.22 FEET TO THE POINT OF BEGINNING.

AND ALSO EXCEPTING THAT PORTION DEDICATED FOR INTERSTATE ROUTE 55.

ALSO: INTERSTATE ROUTE 55 LYING EAST OF AND ADJOINING THE ABOVE DESCRIBED PARCEL.

ALSO:

THE SOUTH HALF OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY OF, AND ADJOINING, THE WESTERLY LINE OF FEDERAL AID INTERSTATE ROUTE 55; EXCEPT THE SOUTH 1351.00 FEET OF THE WEST 840.83 FEET THEREOF; ALSO EXCEPT THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 21; THENCE SOUTH 87 DEGREES 54 MINUTES 24 SECONDS WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 166.40 FEET TO THE WEST LINE OF SAID FRONTAGE ROAD ON THE WEST SIDE OF INTERSTATE 55 AND THE POINT OF BEGINNING. THENCE SOUTH 02 DEGREES 03 MINUTES 30 SECONDS EAST ALONG SAID WEST LINE OF THE FRONTAGE ROAD A DISTANCE OF 380.90 FEET; THENCE SOUTH 87 DEGREES 54 MINUTES 24 SECONDS WEST PARALLEL WITH SAID NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 21 A DISTANCE OF 278.47 FEET, THENCE NORTH 02 DEGREES 03 MINUTES 30 SECONDS WEST PARALLEL WITH SAID WEST LINE OF THE FRONTAGE ROAD A DISTANCE OF 380.90 FEET TO SAID NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 21, THENCE NORTH 87 DEGREES 54 MINUTES 24 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 278.47 FEET TO SAID POINT OF BEGINNING.

ALSO: INTERSTATE ROUTE 55 LYING EAST OF AND ADJOINING THE ABOVE DESCRIBED PARCEL.

ALSO:

THE NORTH HALF OF SECTION 28, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY OF, AND ADJOINING, THE WESTERLY LINE OF FEDERAL AID INTERSTATE ROUTE 55; EXCEPT THE SOUTH 330.00 FEET OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 28:

ALL IN WILL COUNTY, ILLINOIS

ALSO: INTERSTATE ROUTE 55 LYING EAST OF AND ADJOINING THE ABOVE DESCRIBED PARCEL.

ALL-STATE LEGAL®
EXHIBIT
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AREA TABLE

PROPERTY	1,407.0 ACS.±
ROADS	15.3 ACS.±
I-55	161.9 ACS.±

JACOB & HEFNER ASSOCIATES, INC.
ENGINEERS · SURVEYORS

SURVEY NUMBER	E 0 3 8
ORDERED BY	Ridge Property Trust
DESCRIPTION	ANNEXATION EXHIBIT
DATE PREPARED	10/28/08 January 26, 2010

CITY OF WILMINGTON, ILLINOIS
ANNEXATION AGREEMENT

RIDGEPORT LOGISTICS CENTER

THIS ANNEXATION AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into this 4 day of May, 2010, by and among the **CITY OF WILMINGTON**, an Illinois municipal corporation, Will County, Illinois (hereinafter the "City" or "corporate authorities"), by and through the Mayor and City Council of the City on the one hand, and Ridge Logistics Park I, LLC, a Delaware Limited Liability Company ("RLPI"), Ridgeport Logistics Center Property Owners Association ("RLCPOA"), an Illinois Not for Profit Corporation, Dobi Investments, L.L.C., an Illinois Limited Liability Company ("Dobi") (RLPI, RLCOPA and Dobi are hereinafter collectively referred to as the "Record Owners" or "Owners" or individually as a "Record Owner" or "Owner") and RidgePort Development Services, LLC, a Delaware Limited Liability Company (hereinafter the "Developer"). The parties to this Agreement are collectively referred to herein as the "Parties".

W I T N E S S:

WHEREAS, Record Owners are the record owners of approximately One Thousand Four Hundred and Seven (1,407) acres of real property located in Will County, Illinois legally described in Exhibit "A" (the "Subject Property"), which property is not yet contiguous to the City and not within the corporate limits of any municipality; and

WHEREAS, the Record Owners own (and in the case of RLPI is the contract purchaser of a portion of as well as a record owner of portions of) the Subject Property and Owners intend to develop the Subject Property as an industrial, commercial, and intermodal terminal facility as more fully described herein; and

WHEREAS, the Subject Property currently consists of approximately thirteen hundred and five (1,305) acres owned by RLPI, approximately thirty-one (31) acres owned by RLCPOA, and approximately seventy-one (71) acres owned (or previously owned) by Dobi (such seventy-one (71) acre portion is referred to herein as the "Dobi Property"); and

WHEREAS, by means of this Agreement the Owners, Developer and the City intend to set forth the terms and conditions on which the Subject Property is annexed to the City and how the Subject Property is developed; and

WHEREAS, the City is a municipal corporation organized and existing under the laws of the State of Illinois exercising the powers granted to it by Article VII, Section 7 of 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 at such time as the Subject Property is contiguous to the City or is otherwise entitled to be annexed by any lawful means it shall be annexed and zoned so as to permit the development and operation of intermodal, industrial and commercial uses as hereinafter more particularly described ; and

WHEREAS, the Subject Property is depicted on the plats attached hereto as "Exhibit A-1" and incorporated by reference (hereinafter, the "Plats of Annexation"); and

WHEREAS, the Parties desire the annexation and development of the Subject Property pursuant to the terms and conditions hereinafter set forth; and

WHEREAS, the Parties agree to use the Subject Property as set forth in this Agreement, as well as any declaration of covenants contemplated herein; and

WHEREAS, the City has designated or will by ordinance designate that portion of the Subject Property depicted on Exhibit "D" as an Intermodal Terminal Facility Area (hereinafter referred to as the "Intermodal Area"); and

WHEREAS, the Planning and Zoning Commission of the City, being the commission duly designated by the corporate authorities of the City for such purpose, has held public hearings on the proposed text amendment to the Zoning Ordinance of the City to create a Large Scale Planned Industrial District to its Zoning Ordinance in the form attached hereto as Exhibit B-2, and to zone the Subject Property as a Large Scale Planned Industrial District, which would allow certain uses, and to grant a special use permit for a Planned Development, and to grant a special use permit to allow a Railroad Yard **(as defined herein)** (Intermodal Terminal Facility) in the Intermodal Area on that portion of the Subject Property depicted on Exhibit D, and to grant a special use permit to allow an Underground mining operation on and under the Subject Property, and to grant a special use permit to allow a Cargo Container Storage area on that part of the Subject Property which is west of Kavanaugh Road and an approval of a Concept Plan for the Subject Property as set forth herein (as used herein, "Rail Yard" or "Railroad Yard" shall mean a facility or facilities including an intermodal, rail and track facilities, including switching yards, freight yards, maintenance facilities, buildings customarily accessory to a rail yard, outdoor and indoor storage of motor vehicles, freight and materials), but in no event shall the Rail Yard include any of the property depicted on Exhibit O (the "Excluded Property") without the express consent of the City, and to grant a special use permit to allow for the uses contemplated under Section 38 hereof; and

WHEREAS, due notice of said public hearings with respect to the proposed zoning text amendment, the proposed zoning, and the proposed special use permits was given and published in the manner required by law, and said public hearings were held in all respects in a manner conforming to law; and

WHEREAS, the Planning and Zoning Commission of the City has on March 4, 2010 made its report and recommendations, including its findings of fact and determinations, to the corporate authorities of the City recommending approval of the proposed text amendment for the Large Scale Planned Industrial District, the zoning of that portion of the Subject Property legally described on Exhibit "B" and depicted on Exhibit "B-1" to the Large Scale Planned Industrial District and the issuance of special use permits for a Planned Development, for a Railroad Yard (Intermodal Terminal Facility), to be located in the Intermodal Area, Underground mining operation, for a Cargo Container Storage area, and for the uses contemplated under Section 38 hereof, upon annexation of the Subject Property, all as set forth herein; and

WHEREAS, upon application by Developer or Owners but in no event more than twenty-four (24) months after the annexation of the Subject Property to the City, the Developer or Owners shall petition for and the City shall rezone a portion of the Subject Property for commercial use, as provided for under this Agreement; and

WHEREAS, the corporate authorities of the City have duly considered the report and recommendations of the Planning and Zoning Commission as heretofore stated; and

WHEREAS, the corporate authorities of the City have, on March 16, 2010 held a public hearing on this Annexation Agreement and due notice of said public hearing was

given and published in the manner required by law and said public hearing was held and closed in all respects in a manner conforming to law; and

WHEREAS, the City has agreed to convene hearings and consider ordinances which would, among other things, establish a "Redevelopment Project Area" in accordance with the Tax Increment Allocation Redevelopment Act, 65ILCS 5/11-74.4-1 et seq. (the "TIF Act") to facilitate the development of that portion of the Subject Property as more particularly depicted on Exhibit P (the "Proposed TIF Area"), as set forth herein; and

WHEREAS, the City will provide notices, and conduct meetings and any necessary hearings in accordance with the TIF Act as are necessary to consider the creation of the Redevelopment Project Area; and

WHEREAS, all other required public hearings in connection with the terms and conditions of this Annexation Agreement have been held in accordance with the ordinances of the City and the statutes of the State of Illinois; and

WHEREAS, all other matters, in addition to those specifically referred to above, which are included in this Annexation Agreement, have been considered by the Parties hereto, and the development of the Subject Property for the uses as permitted under the Zoning Ordinance of the City, as amended pursuant to the terms of this Agreement, will inure to the benefit and improvement of the City and its residents, will promote the sound planning and development of the City and will otherwise enhance and promote the general welfare of the people of the City and the entire region; and

WHEREAS, the City does not provide library services; and

WHEREAS, the City does not provide fire protection services; and

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WHEREAS, notices of the proposed annexation have been or will be duly and timely given to the Wilmington Township Supervisor and Board of Trustees, and the Wilmington Township Commissioner of Highways in the manner required by law; 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 by it, there will be submitted petitions for annexation, and the City, Owners and Developer are willing to undertake the obligations as hereinafter set forth and have or will have materially changed their positions in reliance upon this said Agreement and the undertakings contained therein; and

WHEREAS, the Corporate Authorities of the City, after due and careful consideration, have concluded that the annexation and development of the Subject Property, upon the terms and conditions hereinafter set forth, would further the growth of the City and service the best interests of the citizens of the City; and

WHEREAS, by a favorable vote of at least two-thirds (2/3) of the Corporate Authorities of the City then holding office, an ordinance has been adopted authorizing the execution of this Annexation Agreement.

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

GENERAL PROVISIONS

Section 1. Incorporation of Recitals and Exhibits.

The preceding "Whereas" clauses and all Exhibits referred to therein and in the body of this Agreement are hereby made a part of this Agreement and incorporated herein as if fully set forth in this Section 1.

Section 2. Applicable Law.

This Agreement is made pursuant to and in accordance with the provisions of Section 11-15.1-1 et seq. of the Illinois Municipal Code, as amended (65 ILCS 5/11-15-1.1 et seq.) and pursuant to and in accordance with the other authority of the City which it exercises pursuant to the Constitution and laws of the State of Illinois. All terms and conditions of this Agreement, and all acts of the City pursuant to this Agreement, are entered into and performed pursuant to the authorities in such cases made and provided.

Section 3. Agreement – Compliance and Validity.

Owners shall file with the City Clerk of the City proper petitions for the annexation of the Subject Property to the City pursuant to and in accordance with the provisions of Section 7-1-8 of the Illinois Municipal Code, as amended, 65 ILCS 5/7-1-8, or otherwise take such action as permitted by law to provide for the annexation of the Subject Property to the City. Once the Owners have executed this Agreement, the Owners shall not petition to annex the Subject Property to any other municipality.

Section 4. Property Subject to this Agreement.

The Subject Property to be annexed pursuant to this Agreement consists of approximately One Thousand Four Hundred and Seven (1,407) acres of land, more or less, situated in unincorporated Wilmington Township, Will County, Illinois, which may become contiguous to the corporate limits of the City or be presented to the City for annexation in some lawful matter and is known and described in Exhibit "A" to this Agreement as the "Subject Property." The Subject Property may also include such additional land as may in the future be added to the Subject Property to be developed and maintained subject to the terms of this Agreement as provided in Section 42. It is

contemplated that the Subject Property will be developed in three (3) phases, with (a) the first phase consisting of approximately 7.7 million square feet of buildings to be located approximately in the northern third of the Subject Property ("Phase I") (a building constructed above ground on the Subject Property and used primarily for research, development, service, production, storage or distribution of goods and which may also include some office space, is sometimes referred to herein as a "Building" and collectively as "Buildings"; with the site upon which the Building is constructed referred to herein as a "Building Site"); (b) the second phase consisting of approximately 3.5 million square feet of Buildings to be located approximately in the middle third of the Subject Property ("Phase II"); and (c) the third phase consisting of approximately 2.5 million square feet of Buildings to be located approximately in the southern third of the Subject Property ("Phase III"). Notwithstanding the foregoing, it is contemplated hereunder that certain portions of the Subject Property may consist of developed land sites (for example, a transload area or cargo container storage area). In such instances, and for purposes of determining phasing under this Agreement, 3.3 square feet of utilized or developed land shall be equal to 1 square foot of Building. In addition, with respect to those provisions of this Agreement that include reference to completion of a particular phase as a precondition to certain obligations hereunder, such phase shall be deemed to have been completed upon the requisite square footage thresholds set forth above having been satisfied, without reference to the precise locations of any of such phases (i.e. Phase I shall, for the purposes of this sentence, be deemed to have been completed upon completion of 7.7 million square feet of Buildings on the Subject Property; and Phase II

shall, for the purposes of this sentence, be deemed to have been completed upon completion of an additional 3.5 million square feet of Buildings on the Subject Property).

DEVELOPMENT PROVISIONS

Section 5. Text Amendment and Annexation Agreement Ordinance.

Prior to the adoption of this Agreement, the City has heretofore adopted an ordinance adopting the Large Scale Planned Industrial District to its Zoning Ordinance.Upon the Subject Property becoming contiguous to the corporate limits of the City, the City shall adopt ordinances annexing the Subject Property into the City.

Section 6. A. Enactment of Zoning and Other Ordinances.

Immediately upon the annexation of the Subject Property to the City, the City shall adopt proper ordinances:

(A) Zoning that portion of the Subject Property legally described on Exhibit "B" and depicted on Exhibit "B-1" as a Large Scale Planned Industrial District in the form of the ordinance attached hereto as Exhibit "B-2";

(B) Granting a special use permit for the operation of an Underground mining operation on and under the Subject Property. Such grant shall allow blasting consistent with all Will County and State of Illinois standards (as well as City standards, if any, to the extent not otherwise inconsistent with the terms hereof), shall allow for such subsequent uses (upon completion of all mining activities) as are permitted under the terms and conditions of the Large Scale Planned Industrial District contemplated above, and shall be

granted under the following terms and conditions, as well as the terms and conditions set forth in the Large Scale Planned Industrial District contemplated above:

1. Subject to such mine being in operation, payment of a royalty to the City of five cents (5¢) per ton of aggregate extracted from mining activities during the term of this Agreement, the special use permit, the restrictive covenant and other measures designed to legally extend obligations under this Agreement (which amount shall be increased to six and one-half cents (6 ½¢) upon expiration of the TIF Period [as defined herein] and continuing for the life of the mine); and

2. Subject to such mine being in operation, the City shall have the right to receive from the Owners or the operator of the mine as directed by the Owners (i) 2,000 tons of aggregate per year, at no cost to the City, and (ii) an additional 2,000 tons of aggregate per year at a price per ton to the City equal to the Owners' or operator's internal cost, during the term of this Agreement and continuing until the expiration of the TIF Period. Any amount not used by the City in any one (1) year (defined as a calendar year) shall not accrue to the following year. Such amount shall, subject to availability, be available for pick up by the City or its agents. The aggregate shall be utilized for City (or Wilmington Township) projects and may not be resold; and

3. Owners shall use their best efforts to ensure that all quarrying or mineral extraction sales, asphalt plant sales, if any, and all ready-mix cement plant sales from the Subject Property in the City shall be reported to the State of Illinois for sales tax purposes within the City and from no other point of sale outside of the City. Owner and/or operator of such operation shall execute such documentation as is required for the City receive sales tax reporting information from the Illinois Department of Revenue; and

4. Payment of the per ton royalty for aggregate extracted from mining activities on the Subject Property shall be due on a semi-annual basis within sixty (60) days following the end of each six (6) month period (in which the mine was in operation), and payment shall be accompanied by a computer printout showing the amount of aggregate extracted from mining activities on the Subject Property. Owners' records relating to the mining activities shall be open to City inspection, copying and audit during normal business hours upon reasonable notice (but not less than one (1) business day in advance) to Owners. City shall have the right to have its accountant audit Owners' records, not more than twice per calendar year, for the purposes of verifying the amount of aggregate extracted from mining activities. Owners shall maintain their records for a period of not less than five (5)

years. In the event that any audit discloses that a volume of aggregate extracted from mining activities is greater than the amount shown by the semi-annual statements provided to the City, Owners shall promptly, after the expiration of the dispute period as hereinafter defined, pay any amounts owed to the City. The City shall provide a copy of each such audit to Owners and shall give Owners and their accountant full access to the City accounting personnel and work papers related to the audit, for the purpose of reviewing and verifying the audit results. Owners, by written notice to the City within thirty (30) days after any audit is provided to Owners, shall have the right to dispute in good faith the results of such audit. Notwithstanding the foregoing, Owners shall not be required to make any such payment with respect to disputed amounts to the City, until the expiration of such dispute period and, if applicable, the resolution of such dispute. If the Owners and the City are not able to resolve any such dispute within an additional thirty (30) days thereafter, the Owners and the City shall direct their respective accountants to jointly select a third accountant (reasonably acceptable to both parties) to resolve the dispute within an additional sixty (60) days, with the determination of such third accountant binding on the parties. The fees of such third accountant shall be divided equally between the Owners (50%) and the City (50%).

5. In that building and safety codes with respect to the subsequent use of an underground mine are not currently in effect (as are required under Section 9.04(6)(G) of the Planned Industrial District), the Owners (to the extent that they are also the owner of an underground mine area) may on their own or through an authorized representative file a proposal with the City for the necessary ordinance amendment and the City shall undertake prompt review and consideration thereof. Such proposed ordinance amendment shall contain customary, reasonable and not otherwise unnecessarily restrictive building and safety code provisions for the health, safety and proper protection of the users of the underground mine area and their property. Such codes as are proposed and to be adopted hereunder shall be substantially similar and intended to be similarly effective for protection of health and safety as those in effect for other jurisdictions that are similarly regulating subsequent uses of underground mines, including but not limited to the Kansas City underground building code in effect as of January 12, 2010. The proposed ordinance amendment shall be supported by appropriate written affirmation to the City from a competent qualified code consultant that the proposed ordinance amendment provides life safety provisions consistent with NFPA 520 (Standard on Subterranean Space, 2010) and other underground warehousing development standards in the

midwest portion of the United States. Absent circumstances beyond its reasonable control, the City shall adopt such ordinance amendment in accordance with all required procedures and meeting the criteria herein within twenty-four (24) months of receipt by the City of the proposal from the Owners. If for any reason the adoption does not occur within such twenty-four (24) month period, the Owners may seek and the City shall not oppose, mandatory injunctive relief that permits the subsequent use of the mine area in accordance with the terms of the proposed ordinance amendment, upon a finding by a court of competent jurisdiction that the ordinance amendment is compliant with the terms hereof. In addition, upon expiration of such twenty-four (24) month period, the City shall have no further right to receive any royalty payments as contemplated under Clause 1 above, which right shall only recommence upon the full and complete adoption of the necessary ordinance amendment referred to above.

(C) Granting a special use permit for the operation of a Railroad Yard (Intermodal Terminal Facility) area to be located within the boundaries of the Intermodal Area on that portion of the Subject Property depicted on Exhibit "D"; provided, however, in no event may any portion of the Railroad Yard be located on the Excluded Property without the prior consent of the City.

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(D) Granting a special use permit for one or more areas totaling in the aggregate no more than 100 acres for Cargo Container Storage areas on that part of the Subject Property which is west of Kavanaugh Road and otherwise subject to the terms and conditions of the Large Scale Planned Industrial District contemplated above;

(E) Allowing the use of nontraditional building structures only on that part of the Subject Property which is west of Kavanaugh Road, and otherwise subject to the terms and conditions of the Large Scale Planned Industrial District contemplated above;

(F) Approving the Concept Plan for the Subject Property, which plan shall be in the form attached hereto as Exhibit "E", "the Concept Plan";

(G) Designating the portion of the Subject Property located within the boundaries of the Intermodal Area as an "Intermodal Terminal Facility Area" pursuant to 65 ILCS 11-74.4-3.1.

(H) At such time as the Subject Property is annexed, the Parties agree to enter into and record a development agreement pertaining to the development of the Subject Property which will take more than twenty (20) years from the effective date of this Agreement to complete, which shall be consistent with the same terms and conditions as are set forth in this Agreement.

(I) Granting a special use permit, to the extent necessary, to permit the uses contemplated under Section 38 hereof.

B. Future Enactment of Commercial Zoning Ordinances.

Upon application by Owners but in no event more than twenty-four (24) months after the annexation of the Subject Property to the City, the Owners shall petition for and the City shall rezone a portion of the Subject Property in a minimum amount of forty (40) acres in the general area depicted on Exhibit "C" and referred to as the "North Commercial Area" to B-3 Service Business District. To allow for the potential of more commercial development, Owners shall delay the industrial development of an additional thirty (30) acres adjacent to the North Commercial Area of the Subject Property as shown on Exhibit "C" (referred to herein as the "Additional North Commercial Area") until 4,000,000 square feet of industrial Buildings are constructed on the Subject Property. Once 4,000,000 square feet of industrial Buildings are built on the Subject Property, Owners shall have the right to construct industrial Buildings on the remaining acreage in the Additional North Commercial Area unless otherwise agreed to between the Owner and the City prior to that date. Owners agree to use reasonable efforts to market the maximum amount of acres to commercial users during the development of the Subject Property. Owners shall reserve forty (40) acres of the Subject Property on the southeast corner of the Subject Property as shown on Exhibit "C", and referred to as the "South Commercial Area", for commercial development for a period ending upon the earlier of (a) the date which is five (5) years after the date of completion of the proposed improvements to the 129 interchange, which improvements cause the 129 interchange to be a completely reconfigured interchange; or (b) seventeen

(17) years from the date of this Agreement; provided, however, if, upon the expiration date of the aforementioned period, fifty percent (50%) or more of such area has been developed as commercial (i.e. improved with commercial buildings), the expiration date of the aforementioned period shall automatically be extended for an additional five (5) years subject to the preceding provisions. If any portion of the forty (40) acres does not develop as commercial prior to the expiration of the aforementioned period, the Owners will have the right to develop industrial Buildings on such portions of the South Commercial Area that have not been developed for commercial purposes. The Owners agree that they will make every reasonable effort, subject to market conditions, to incorporate within the Subject Property a total of one hundred ten (110) acres or more (to include the areas discussed above) for commercial use. The City shall have the right, but not the obligation, to actively market the North Commercial Area, the Additional North Commercial Area and the South Commercial Area for commercial development, pending expiration of the time period above. Notwithstanding the foregoing, if, anytime during the term of this Agreement, but prior to the completion of the development of all of the North Commercial Area for commercial use, there occurs a material change in the traffic circulation and access from what is currently contemplated under the Concept Plan such that development of the North Commercial Area and the Additional North Commercial Area is no longer reasonably viable (i.e. closing of more than one ramp), the Owners and the City agree to proceed as follows:

(a) Any obligation hereunder to develop the North Commercial Area and the Additional North Commercial Area (or the remainder thereof that is not then developed) for commercial use shall automatically cease and be of no further force and effect, in

which instance Owners shall have the unrestricted right to construct industrial Buildings on such portions of the Subject Property. In connection therewith, and to the extent applicable, the Owners shall be obligated to petition the City, whereupon the City shall, upon such petition by the Owners, rezone the applicable portion of the North Commercial Area (being the portion thereof that is not then developed) from B-3 Service Business District to Large Scale Planned Industrial District, consistent with the balance of the Subject Property (other than the South Commercial Area).

(b) The South Commercial Area shall be expanded so as to include up to a total of eighty (80) acres, incorporating the original forty (40) acres of the Subject Property as contemplated above, plus an acre of additional property (or properties) near (or contiguous to) the South Commercial Area for each acre of the North Commercial Area that will no longer be subject to commercial use (as contemplated above) up to an additional adjacent forty (40) acres to account for the conversion of the use of the North Commercial Area and Additional North Commercial Area from commercial to industrial. In such instance, all of the terms and provisions set forth above (other than the provisions delineating the period during which such portion of the Subject Property shall be reserved for commercial use) shall be deemed to refer to a South Commercial Area consisting of up to eighty (80) acres; provided further that Owners' obligation (as forth above) to make every reasonable effort, subject to market conditions, to incorporate within the Subject Property a total of one hundred ten (110) acres or more (being the North Commercial Area, the Additional North Commercial Area and the South Commercial Area) for commercial use shall, in this instance, apply only to the now up to eighty (80) acre South Commercial Area, pending expiration of the time

period above (such time period above shall be deemed applicable to the original South Commercial Area only). To the extent the South Commercial Area is expanded as provided above, such additional forty (40) acres (which would have formerly been the North Commercial Area) shall be reserved for commercial use and shall not be subject to the time period set forth above as would be the case for the balance of the South Commercial Area.

(c) If, in lieu of expanding the South Commercial Area as contemplated by section (b) above, Owners reasonably determine that the North Commercial Area can and should be moved to another location within the Subject Property consistent with the traffic circulation and access, the Owners and the City agree such North Commercial Area shall be moved to the alternative location (referred to herein as the "Relocated North Commercial Area"). In such instance, the provisions of section (a) above shall apply, with the provisions of section (b) above deemed inapplicable, provided, that the terms and provisions set forth above (other than the provisions delineating the period during which such portion of the Subject Property shall be reserved for commercial use) shall, in addition to the South Commercial Area, be deemed to refer to a Relocated North Commercial Area of forty (40) acres (with no Additional North Commercial Area); provided further that Owners' obligation (as forth above) to make every reasonable effort, subject to market conditions, to incorporate within the Subject Property a total of one hundred ten (110) acres or more (being the North Commercial Area, the Additional North Commercial Area and the South Commercial Area) for commercial use shall, in this instance, apply only to the forty (40) acre Relocated North Commercial and the forty (40) acre South Commercial Area, pending expiration of the

time period above (such time period above shall be deemed applicable to the South Commercial Area only). To the extent the North Commercial Area is relocated as provided above, such acreage (being the Relocated North Commercial Area) shall be reserved for commercial use and shall not be subject to the time period set forth above as would be the case for the South Commercial Area.

Any provision of this Agreement which was intended to apply only to the industrial use of the Subject Property shall not be deemed applicable to any of the commercial areas referred to above. Except in those instances in which the context specifically contemplates an interpretation to the contrary (for instance with respect to any commercial buildings developed within the commercial areas referenced above, if applicable), all references herein to "Buildings" shall mean and refer to Buildings as defined in Section 4 above. Owners and the City shall enter into such supplemental agreements as may be necessary to reflect the foregoing two sentences, as and when required.

C. <u>Continuation of Current Uses & Permitted Use</u>.

The Parties acknowledge and agree that the Subject Property is presently being used for agricultural purposes, including but not limited to the growing of crops, as well as certain recreational purposes, including but not limited to fishing and hunting. The current uses of the Subject Property shall be allowed to be continued, notwithstanding any annexation or subsequent zoning map amendment affecting the Subject Property or other ordinance of the City, except that any such use(s) shall cease and terminate for that portion of the Subject Property which is developed or is included within an approved

Final Plat, unless that use is permitted within that portion of the Subject Property by this Agreement and the Large Scale Planned Industrial District. Any use now or hereafter allowed as a permitted use under applicable zoning regulations of the City shall be permitted on the Subject Property without necessity of further hearings or zoning relief except as provided in the zoning regulations of the City. In the event of a conflict between the zoning regulations of the City and this Agreement, the terms of this Agreement shall govern. In connection with the foregoing, wind power production facilities are expressly recognized as a permitted use hereunder.

D. Curing of Defects.

In the event that the annexation, rezoning and other actions taken with respect to the Subject Property are in any way deemed to be defective, the Parties agree that they will do all things necessary and appropriate to cure any and all defects to cause the Subject Property to be validly annexed to the City and/or rezoned under the City's Zoning Ordinance and to allow any uses set forth in this Agreement.

E. Prohibited Uses.

In addition to the prohibitions and requirements of the Zoning Ordinance, the following uses shall be prohibited on the Subject Property:

1. Outdoor Off-Premise Advertising.

2. Sexually Oriented Businesses (the sale of a de minimis number of adult items ancillary to a special or permitted use shall not be considered a Sexually Oriented Business (for example a limited number of adult magazines)).

3. Residential Dwelling Units.

4. Salvage Yards (not including recycling facilities).

5. Pollution Control Facilities (as used herein, "Pollution Control Facilities" shall mean: any waste storage site, sanitary landfill, waste disposal site, waste transfer station, waste treatment facility or waste incinerator, but specifically excluding therefrom those facilities that are not considered to be pollution control facilities according to Section 3.330 of the Environmental Protection Act, 415 ILCS 5/1 et. seq.), but specifically excluding any permitted uses or special uses hereunder.

6. Livestock Slaughtering or Processing except when said operation is wholly contained within an enclosed building.

Section 7. Roads, Streets and Right-of-Way Improvements.

(A) Roads. All public and internal roads within the Subject Property (the "Roads") including all curbs, gutters, roadways, stormwater conveyance lines, streetlights, sidewalks and bike paths shall be designed, engineered and constructed, by Owners at their sole cost and expense, and at no cost to the City. The Roads consist of (a) Primary Thoroughfares (as defined herein); and (b) Secondary Roads (as defined herein). As used herein, "Primary Thoroughfares" shall mean those roads that are from time to time added to the overall roadway network within the Subject Property that serve to directly connect the Subject Property to public streets outside of the Subject Property and serve more than solely the Subject Property, as more particularly initially depicted on (and expressly labeled on) Exhibit E. As used herein, "Secondary Roads" shall mean the internal streets within the Subject Property, as more particularly initially depicted on Exhibit E. The Primary Thoroughfares and the Secondary Roads are initially depicted on the Concept Plan attached hereto as Exhibit E; provided, however, Exhibit E sets forth alternative configurations for the network of Primary Thoroughfares and Secondary Roads given that the ultimate alignment of the proposed interchange improvements at Route 129 is subject to further modification. As such, the alternative configurations described in Exhibit E are both approved hereunder, with one of the configurations being

the one ultimately implemented based on the ultimate alignment of the interchange improvements at Route 129 as referenced above; provided, however, it is expressly contemplated hereunder that the precise configurations are subject to a degree of variation as allowed under this Agreement so as to provide an appropriate level of flexibility with respect to future development. All Primary Thoroughfares within the Subject Property shall be dedicated to the City upon completion (in phases). All Secondary Roads shall not be dedicated to the City but shall at all times be made available and open to use by the general public. Notwithstanding the foregoing, to the extent possible and upon the request of the City with respect to the areas underneath certain of the Roads for which the Owner has retained mining rights as contemplated in this Agreement, the City shall obtain all necessary surface rights only (in lieu of accepting a dedication of the applicable portion of the Roads subject to a license in favor of the Owners to conduct mining activities as contemplated in this Agreement). Such surface rights shall originate at the surface of the applicable Road and shall continue until a depth of twenty-five feet (25').

(B) Secondary Roads. The Owners of the Subject Property and any subsequent designee shall be responsible for the maintenance, repair and replacement of the Secondary Roads in a good and workmanlike manner consistent with the guidelines attached hereto as Exhibit M (the "Maintenance Guidelines") (the aforementioned Maintenance Guidelines are subject to interpretation on the basis of the recommendations of the third party consultant referred to below) including snow plowing, repair and replacement at the Owners' sole cost and expense which shall be paid for by the Property Owners' Association described below. The Property Owners' Association, in its sole

discretion, may agree to contract with the City for the Secondary Road maintenance, repair and/or replacement required hereunder; subject to the City's express agreement to provide all services at prevailing market rates (determined on the basis of a competitive bid process involving at least three (3) bidders) and in a good and workmanlike manner consistent with the Maintenance Guidelines.

(C) Primary Thoroughfares. The City shall be responsible for the maintenance, repair and replacement of the Primary Thoroughfares in a good and workmanlike manner consistent with the Maintenance Guidelines, including snow plowing, repair and replacement at the City's sole cost and expense. Notwithstanding the foregoing, for such time as the Redevelopment Agreement is in effect with respect to the Tax Increment Financing for portions of the Subject Property (referred to herein as the "TIF Period"), the City shall pay for such maintenance (including snow plowing), repair and replacement of the Primary Thoroughfares, solely from tax revenue generated from the Subject Property from the City's share of the "roads and bridge" taxes paid to the City from the Subject Property (the "Ridgeport Roads and Bridges Fund"), which amounts shall be applied solely to the maintenance, repair and replacement of the Primary Thoroughfares (as aforesaid). To the extent that during any year during the TIF Period there is a shortfall or deficiency in amounts available in the Ridgeport Roads and Bridges Fund to pay for such maintenance (including snow plowing), repair and replacement of the Primary Thoroughfares for that particular year, such deficiency shall be paid by the Property Owners' Association and failure to make such payments shall constitute a lien against the Subject Property. In such an event, the City shall have the option of a lien or collecting from the SSA (as hereinafter defined). The City shall provide all services at

commercially reasonable and prevailing market rates and in a good and workmanlike manner consistent with the Maintenance Guidelines. The Parties agree that in accordance with the Maintenance Guidelines, an outside consultant (reasonably acceptable to both the City and the Owners) shall assess the conditions of the Primary Thoroughfare and monitor each Parties' compliance with its respective maintenance (including snow plowing), repair and replacement obligations hereunder. The cost of such consultant shall be paid for by the Property Owners' Association. In connection therewith, upon any failure by either party to perform its obligations hereunder, the other party (being the non-defaulting party) shall have the right, upon notice to the defaulting party of any failure by the defaulting party to perform its obligations hereunder (and the expiration of a ten (10) day cure period), to perform those obligations that the defaulting party has failed to perform hereunder, in addition to any other remedies that may otherwise be available to such party. In addition, the City shall advise (and consult with) the Owners and the Property Owners' Association prior to undertaking any major maintenance, repair or replacement project with respect to the Primary Thoroughfares. As used herein a "major maintenance, repair or replacement project" shall be deemed one that is estimated to cost in excess of twenty-five thousand dollars ($25,000); provided, however, the City shall not be obligated to so advise (and consult with) the Owners and the Property Owners' Association with respect to any major maintenance, repair or replacement project which shall be paid for in full by the City (being a project cost for which there is not a deficiency in the RidgePort Roads and Bridges Fund for which the Property Owners' Association would be obligated to pay hereunder). Also, to the extent expressly recommended by the third party consultant with respect to some or all of the Primary

Roads that either (a) have been in service for more than ten (10) years (but less than fifteen (15) years); and/or (b) show material and significant evidence of failing, the City shall have the right to retain such third party consultant or another engineering firm reasonably acceptable to the City, the Owners and the Property Owners' Association, to perform such core sampling studies as such consultant or engineering firm reasonably recommends (including but not limited to the location and frequency of samples taken). Any such core sampling program, along with any recommended remedial follow-up measures, if any, shall be deemed to be a major maintenance, repair or replacement project for which the City shall advise (and consult with) the Owners and the Property Owners' Association prior to undertaking, irrespective of whether such program and/or any follow-up measures is estimated to cost in excess of twenty-five thousand dollars ($25,000) as provided above. Upon expiration of the TIF Period, the obligation of the Property Owners' Association (and the Owners) to pay for any deficiency shall cease and the City shall be solely responsible for the maintenance, repair and replacement of the Primary Thoroughfares as contemplated above, provided however that any cost or expense with respect to the Primary Thoroughfares which was incurred prior to termination of the TIF Period shall be paid by the Association.

(D) Kavanaugh Road & Murphy Road. The Parties acknowledge that subject to the provisions set forth herein, those portions of Kavanaugh Road and Murphy Road adjacent to the Subject Property and in their existing conditions (as opposed to after being reconstructed by the Developer [and/or the Owners] or closed as provided herein) referred to herein as the "Existing Roads") shall continue to serve the Subject Property, as well as residents around the Subject Property and that the Parties shall cooperate with

the Wilmington Township Highway Commissioner, to the extent necessary, to maintain such Existing Roads in a serviceable condition. In connection therewith, the Parties agree that as portions of the Existing Roads are annexed to the City from time to time, maintenance of such roads may still be performed by Wilmington Township at Owners' expense and subject to the Parties entering into the necessary maintenance agreement on terms and conditions reasonably acceptable to the Parties. At such time as portions of the Existing Roads are annexed to the City, such portions after being reconstructed by the Developer and/or Owners to the standards set forth herein shall no longer be maintained as Existing Roads as provided above, but instead shall either (a) be vacated by the City and such roads deemed to be Secondary Roads (to the extent that they are internal streets intended to serve only the Subject Property); or (b) be dedicated to the City and such roads shall be deemed to be Primary Thoroughfares (to the extent that they are part of the overall roadway network within the Subject Property that serve to directly connect the Subject Property to public streets outside of the Subject Property and serve more than solely the Subject Property). Such Roads (depending upon whether they are Secondary Roads or Primary Thoroughfares) shall be repaired, maintained (including snow plowing) and replaced in accordance with the provisions set forth above. Notwithstanding the foregoing, once an Owner is the owner of property along both sides of portions of an Existing Road (being Kavanaugh Road and/or Murphy Road (as applicable)), Owners shall have the additional option of closing and vacating such portion(s) of the Existing Road as are adjacent to the Subject Property on both sides, provided that in all instances reasonably sufficient access can be maintained for the benefit of those properties along such portion(s) of the Existing Road(s) that are not part of the Subject Property (whether

via Kavanaugh Road and/or Murphy Road, as applicable, in either its current or improved condition or via alternative access).

(E) Property Owner's Association. At any time on or before the issuance of the first building permit for the construction of a Building or commencing any business or operation on the Subject Property (other than those operations currently in effect as of the date hereof), Owners shall form a Property Owner's Association and shall provide the City with a covenant in recordable form for the portion of the Subject Property in question which shall provide that the Property Owner's Association shall:

(1) maintain (including snow plowing), repair and replace the Secondary Roads as provided in this Section, and, during the TIF Period, be responsible for payment of any deficiency in amounts available in the Ridgeport Roads and Bridges Fund to pay for maintenance (including snow plowing), repair and replacement of the Primary Thoroughfares for any particular year during the TIF Period;

(2) defend, indemnify and hold the City, its officers, council members, committee members and employees harmless from and against personal injury or property damage claims arising out of the installation of the Roads, as well as the maintenance, repair and replacement of the Secondary Roads and any other work undertaken by the Property Owner's Association hereunder; and

(3) provide the City from time to time with the Property Owner's Association's current, commercially reasonable certificate of public liability insurance from a reputable insurance carrier naming the City as a primary non-contributory additional insured and with a contractual liability endorsement. The certificate

shall provide that the insurance policy will not be cancelled or terminated without thirty (30) days prior written notice to the City. In the event the insurance is not provided or maintained as required herein the City may purchase such insurance on commercially reasonable terms and the Property Owner's Association shall pay the City for such expense. In the event that the Owners do not request that the Property Owners Association perform such maintenance, repair and replacement, then in that event, the Owners shall undertake and assume the responsibilities of (1), (2) and (3) above.

(4) recognize that the Subject Property is subject to a dormant special service area, as more particularly described in this Agreement.

(F) Road Phasing. The City acknowledges and agrees that the Roads are intended to serve the development and that construction of the Roads will proceed in phases on an "as needed" basis, and that the completion of all the Roads shown on the Concept Plan and the Preliminary Plan shall not be a prerequisite to the City's issuance of permits for grading, earth work, site balancing, infrastructure installation, foundations, building construction or similar permits for portions of the Subject Property; provided, however, that no final occupancy permits for a Building or a use shall be issued if the Owners or applicant cannot demonstrate that prior to issuance of such final occupancy permit for the applicable Building or use that a Suitable Road Network (as defined herein) will be in place to provide for access to Interstate 55 on a road or roads constructed to the standards and terms of this Agreement. A "Suitable Road Network" shall consist of all roads abutting the applicable Building Site and shall extend to the furthest limit of the such site (for the Building for which a final occupancy permit is being sought), and shall also

include appropriate circulation, access and capacity for the applicable Primary Thoroughfares and Secondary Roads, as reasonably determined by the City. Roads included in any Final Plat shall be constructed and substantially completed prior to the issuance of any final occupancy permit for the Subject Property included in said Final Plat. The Owners shall be responsible for the design, engineering, construction and easement or right of way acquisition for all the Road improvements. The design, engineering and construction of all such Road improvements shall comply with the road design standards set forth in Exhibit H attached hereto and made a part hereof. In the event that such Road improvements are not constructed and operated and/or maintained (with respect to those Roads that are not the responsibility of the City hereunder) in conformance with this Agreement, the City, as a remedy, and not as the exclusive remedy, may refuse to issue building permits, occupancy permits or any other approvals on the Subject Property. The Owners shall copy the City on all submittals to the Will County Highway Department and IDOT and hereby authorize the Will County Highway Department and IDOT to provide the City with copies of all plans, drawings and communications between the Owners and the Will County Highway Department and IDOT.

(G) Lorenzo Road. Owners hereby undertake and agree, at Owners' sole cost, to improve Lorenzo Road along and through the Subject Property to a point immediately west of Kavanaugh Road (including any temporary improvements within the IDOT right-of-way), when and as required by Will County, in accordance with applicable standards of Will County with necessary dedication by Owners in a form acceptable to Will County.

(H) Interchanges. In the event that the Illinois Department of Transportation or any agency of authority undertakes to make additions or improvements to an existing or future interchange to Interstate 55 near the Subject Property, the City shall support such additions or improvements, but shall not be required to make any financial contribution to such additions or improvements. The Owners shall dedicate to IDOT, as reasonably needed, all road right-of-way necessary for said improvements, and shall accept as consideration for such conveyance an amount equal to the lesser of the then fair market value or Owners' cost. In addition, the Owners shall be responsible for the cost of any temporary improvements related to such interchanges and located within the IDOT right-of-way. The Owners shall develop an internal roadway transportation concept plan that will be consistent with the Interstate 55 Highway improvements required by IDOT, including but not limited to the internal circulation of traffic to the Lorenzo Road and Illinois 129 interchanges. The Owners shall develop the Subject Property in conformity with the construction of the IDOT-approved improvements to I-55 at the Subject Property. Additionally, IDOT has adopted a Cost Participation Policy which requires local municipalities to share in the cost of certain IDOT improvements, including but not limited to traffic signalization, traffic signalization maintenance, energy charges, utility relocation and roadway lighting, all limited to the areas outside of the IDOT right of way. The Owners shall pay for the City's share of all IDOT required Cost Participation Improvements related to the development of the Subject Property, to the extent located within the Subject Property.

(I) Miscellaneous Road Issues. The design, right of way and construction standards for the network of Roads within the Subject Property shall be in accordance

with the final engineering plans as approved by the City pursuant to the design standards set forth in Exhibit "H" attached hereto (the "Road Design Standards"). All Roads shall feature underground storm sewers, curbs, and gutters, and may in addition contain street lights, telecommunications, electricity, natural gas, water facilities and other utilities within the right of way and adjacent easements and not under the road surface (except as necessary to intersect road surfaces), all to the extent shown on Exhibit H attached hereto and made a part hereof. Owners may elect to locate storm sewers under the paved areas of the Roads. Owners may also elect to install other utilities (water lines, natural gas, electric, telecommunications, sewer lines, etc.) under paved surfaces (other than the Roads) within the Subject Property, including but not limited to bike paths, sidewalks and driveways. The width of the Roads shall be as set forth in Exhibit H. All such Roads shall have public utilities easements in accordance with Exhibit H. Parking lots and fencing shall not be permitted in these easements. All Primary Thoroughfares shall have a right-of-way width of not less than one (1) foot behind the back of the curb. The furthest ten (10) feet from the right-of-way of said public utilities easement may be utilized for berming and stormwater management, provided, however, that no physical structures, other than required utilities (with necessary coverage), bike paths, driveways, sidewalks and similar improvements shall be located in said public utilities easement. The slope on said berms and stormwater management facilities within the easement area shall not exceed 1: 3. During construction, reasonable efforts shall be utilized by the Owners (i) to keep all Roads located on the Subject Property, as well as adjoining public streets, reasonably clear from dust, mud and debris generated by construction or other activity on the Subject Property and (ii) provide some form of hard surface in the defined

work areas prior to completion of the Roads for emergency service accessibility. The Owners, on their behalf and on behalf of the Property Owners' Association, shall execute an agreement giving the City and the Will County Sheriff the authority to enforce the Illinois Motor Vehicle Code and local traffic and parking regulations, on the Roads. Subject to reasonable approval by the City, the Owners may name the Roads located wholly within the Subject Property. The Developer, or the Property Owner's Association as applicable, shall meet with the City on a regular basis to discuss the condition and maintenance of the Roads. The internal roadway transportation concept plan shall designate Graaskamp Boulevard as the primary access into the Subject Property from Lorenzo Road and said roadway transportation concept plan shall be designed in such a manner as to discourage the use of Kavanaugh Road and Murphy Road as access roads into the Subject Property, unless they have been improved per the standards set forth in Exhibit H.

(J) Weight Limits. Overweight vehicles are not allowed on the Primary Thoroughfares; provided, however, overweight vehicles shall be allowed on Secondary Roads. At the petition of the Owners or the Property Owner's Association, the City shall vacate a portion of any Primary Thoroughfare if the Owners should desire to cross such Primary Thoroughfare with a private street or rail for access to or within the Subject Property. In such case, the Developer, Owners, and the Property Owner's Association may petition for the vacation of the Primary Thoroughfare or parts thereof to permit the private road or rail to cross the Primary Thoroughfare and the City shall reasonably grant such vacation and approve construction of the crossing, at no cost or expense to the City, provided the Developer, Owners, or the Property Owner's Association shall defend,

indemnify and hold the City, its officers and employees harmless from and against personal injury or property damage claims arising out of the installation, maintenance, repair of such private road or rail crossing. The construction specifications of the crossing shall be subject to the City's reasonable approval. As part of said vacation, the City shall reserve an easement over and upon such private road or rail crossing for public use. At such vacation, by virtue of the recording of this Agreement against the Subject Property, any Owner shall have consented to the transfer of ownership of any vacated roadway to the Property Owner's Association for the purposes set forth in this paragraph. Such road or road crossing shall be constructed and maintained by Owners at their sole cost and expense in accordance with applicable Federal, Illinois and City requirements for such crossings. In the event the Owners or the Property Owner's Association fails to maintain such crossing, such maintenance, repair and reconstruction shall be a cost of the special service area as herein provided.

(K) License. In the event that the City cannot accept only the surface dedication as provided in this Agreement or to the extent otherwise necessary, the City shall grant to Owners, their successors and assigns, a license to extract stone or any other minerals located under the dedicated Roads within the Subject Property. Such license shall be valid as long as Owners pay to the City its per ton fee provided for in this Agreement. At such time as Owners cease to remove stone or other minerals from all or part of the area beneath the dedicated Roads, the City shall grant a license to the Owners, their successors or assigns to utilize such subsurface area in the manner set forth in Owners' reclamation plan or as otherwise permitted by law. Notwithstanding the reclamation plan of Owners, the area below the Subject Property shall not be used to store or use for the purposes of

reclamation of regulated wastes including municipal solid waste, hazardous waste, clean construction demolition debris or off-site mine tailings without City consent. However, this does not include the storage or use of by-products derived from on-site processing, crushing or washing of construction aggregates, or the storage and use of explosives used in the usual operation of the mine. Processing by-products from other off-site aggregates facilities shall not be stored or used for the purposes of reclamation unless written authorization is given by the City. The area beneath the Subject Property shall not be used to store or used for the purposes of reclamation liquid effluents or solid by-products from sewage or stormwater treatment facilities, refrigerants (other than those used in the operation of the subsurface area or ancillary operations within the subsurface area), or fuels (other than those used to operate the subsurface area in accordance with all applicable state and federal regulations). The subsurface area shall not be used to store, or used of the purposes of reclamation of, off-site industrial by-products or process residues, with the exception of fly ash, coal ash and scrubber residues (all of which shall be expressly permitted hereunder in accordance with all applicable state and federal regulations) The subsurface area shall not be used to store or used for the purposes of reclamation of biological wastes including medical wastes, compost, lawn wastes, wood mulch, sawdust, lumber processing by-products, and animal wastes or by-products. The subsurface area shall not be used to store or used for the purposes of reclamation any radioactive wastes or radioactive materials contaminated above state or federal standards. The City shall have the right, upon reasonable advance notice to the Owners, to inspect such subsurface areas to monitor compliance with the terms hereof. Notwithstanding the foregoing, to the extent that City, at its option, receives (or reserves, as applicable)

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surface rights only with respect to those dedicated Roads under which the Owners desire to conduct mining activities, no license grant shall be required hereunder. These conditions shall all be part of the special use permit for mining and the restrictive covenants.

(L) Pine Bluff Road. Owners, Developer and City acknowledge that Grundy County may anticipate the future need for roadway improvements to Pine Bluff Road from the Will County/Grundy County line to Illinois Route 47. Owners and Developer shall participate in meetings with the City and Grundy County to develop a plan to assess the incremental growth and impact of traffic on Pine Bluff Road beyond the design limits of Pine Bluff Road at peak hours, along with those impacts attributable directly to the development on the Subject Property. Owners and Developer shall contribute funds towards the actual project cost of improvements to Pine Bluff Road, with the amount of said contribution to be determined by an equitable formula based upon the increase in traffic counts directly associated with the development of the Subject Property and taking into consideration (among other things) the following factors: (a) the current design capacity for Pine Bluff Road; (b) all eastbound traffic from Grundy County residents employed at the Subject Property, as well as all eastbound traffic not destined for the Subject Property, shall not be included in the calculation of traffic impact attributable to the Subject Property; (c) westbound traffic not utilizing or destined for the Subject Property shall not be included in the calculation of traffic impact attributable to the Subject Property (for example, any traffic related to the property owned by the BNSF or property located north of Lorenzo Road shall not be included); and (d) the traffic attributable to the Subject Property (but in no event including traffic attributable to any

development to the north or west of the Subject Property). In addition, the Owners and Developer agree to undertake all commercially reasonable efforts to minimize left turns by truck out of the Subject Property onto Lorenzo Road, including erecting reasonable signage to minimize such left turns by trucks out of the Subject Property; subject in all instances, however, to such conditions as may be imposed by the Illinois Department of Transportation or Will County.

(M) Rail Traffic. The City, the Developer and the Owners agree to cooperate and facilitate discussion with all communities and property owners adjacent to or nearby the Subject Property on a long-term basis relating to rail-related issues in and around the Subject Property, in an effort to minimize the impact of any potential increases in rail traffic resulting from the development of the Subject Property.

(N) Parking Areas. Auto parking areas and non-fire lane auto parking area parking aisles shall have an aisle cross section of a minimum of twenty-four (24) feet in width. All other driveways and aisles in truck and trailer storage areas and fire lanes shall have an aisle cross section as determined by an auto-turn (or similar) analysis.

Section 8. Development in Phases.

The Parties recognize and agree that the nature and scale of the development of the Subject Property preclude a commitment by the Owners to develop on any fixed and determined schedule. Accordingly, the Subject Property may develop over an extended period of time, and any limitations under the City's municipal code (including without limitation the City's zoning and subdivision ordinances) which may require either the initiation or the completion of construction (except for Roads and Public Improvements, as and when needed hereunder) under the Final Plat within a certain time frame or either

the initiation or completion of construction (except for Roads and Public Improvements, as and when needed hereunder) as a condition to the continued effectiveness of other City approvals shall not be applicable. The City acknowledges that the Owners may apply for and obtain permits in phases for grading, earth work, site balancing, infrastructure installation, foundation, and similar purposes which in some instances will, and in other instances will not, pertain to the imminent construction of a particular Building.

Section 9. Preliminary Landscaping and Lighting.

It is recognized that the landscaping on the Subject Property will be completed in multiple phases. A landscaping plan for each individual lot or parcel shall be submitted in conjunction with Final Site Plan approval for the applicable lot or parcel and, except as set forth in this Agreement, such landscaping shall be completed prior to the issuance of a final certificate of occupancy for any Building on said lot or parcel. Street lighting on the Roads shall comply with City ordinances (except as amended in Exhibit K) as if such streets were to be dedicated. All other lighting shall be subject to review and approval by the City as part of the Final Site Plan review process

Section 10. Building Standards.

Except for the Nontraditional buildings as set forth on Exhibit "G", each Building on the Subject Property must conform to the Building Standards set forth on Exhibit "K" (the "Building Standards"), including the use of at least two (2) different colors for the exterior of said Buildings. The Building Standards as applied to the Subject Property shall not be amended by the City for a period of ten (10) years from the date of this Agreement except if a revision is mandated and required by Federal or State (or County, where applicable) laws and regulations, in which case the Owners must comply to the

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extent of such required revisions subject to Owners' right to object to, contest, or challenge such revisions. In the event the Owners deem it necessary or desirable to petition the City to change, alter or modify the Building Standards, then the City shall have the right, but not the obligation, to approve such change in the Building Standards.

Section 11. Tax Increment Financing & Disconnection.

It is recognized that the Owners and/or Developer have requested that the City adopt, so long as the Subject Property is eligible for an Intermodal TIF, the following ordinances to effectuate the redevelopment of the Subject Property in accordance with the TIF Act (collectively, the "TIF Ordinances"): (a) an ordinance approving a Redevelopment Plan for the TIF Area (the "Redevelopment Plan"); (b) an ordinance designating the Subject Property as a "Redevelopment Project Area" pursuant to (and as defined in) the TIF Act; and (c) an ordinance adopting Tax Increment Allocation Financing for the Redevelopment Project Area. The City shall conduct public hearings, convene a joint review board and provide such other notices and take such actions with regard to such request as are required by the TIF Act (the "TIF Formation Process"). At the conclusion of the TIF Formation Process the City shall consider whether, in the sole discretion of the City, it is in the best interest of the City to adopt the TIF Ordinances and enter into a Redevelopment Agreement (the "RDA") with Owners. The City acknowledges that the Owners are purchasing portions of the Subject Property in reliance on the City's commitment to consider the allocation of tax increment financing. Within sixty (60) days after adoption of the TIF Ordinances by the corporate authorities of the City (the "60 Day Period"), the City and the Owners shall use all commercially reasonable efforts to negotiate and execute an RDA in a form and containing provisions

mutually acceptable to both the Owners and the City. If the City and Owners do not enter into the RDA in accordance with the terms of this Agreement, then within thirty (30) days after expiration of the 60 Day Period, Owners shall be permitted to take any and all necessary actions to disconnect the Subject Property from the City pursuant to the provisions of 65 ILCS 5/7-3-1, et. seq., as amended, and the City shall cooperate with Owners to effect such disconnection. Whether or not Owners have exercised their rights as set forth in the previous sentence, if the corporate authorities of the City have not adopted the TIF Ordinances within one (1) year after the date the Subject Property is annexed to the City pursuant to the terms of this Agreement, then within thirty (30) days after the expiration of such one (1) year anniversary, Owners shall be permitted to take any and all necessary actions to disconnect the Subject Property from the City pursuant to the provisions of 65 ILCS 5/7-3-1, et seq., as amended, and the City shall cooperate with Owners to effect such disconnection. It is understood by the Parties that Developer and Owners shall have no continuing affirmative obligations under this Agreement in the event the Subject Property is disconnected from the City as set forth herein.

Section 12. Special Districts and Designations.

(A) Point of Sale Entity. The City receives a portion of the Illinois Retailers' Occupation Tax (35 ILCS 120/1 *et seq.*) and of the Illinois Use Tax (35 ILCS 105/1 *et seq.*) (collectively, the "Sales Tax Laws"). In conjunction with the development of the Subject Property as herein contemplated, Owners will be constructing an Intermodal yard and industrial park which will necessitate the purchase of various products and buildings materials (collectively, the "Construction Materials"). Owners shall, prior to commencing the purchase of Construction Materials for the development of the Subject

Property, cause the creation of an entity ("Point of Sale Entity") to act as the wholesale purchaser and retail seller of Construction Materials to the extent permitted by law. Owners shall thereafter, and until such time as the development of the Subject Property is substantially complete, use good faith efforts to cause the Point of Sale Entity to establish such sales procedures, delivery procedures or other nexus activities within the City as will render the City as the "point of retail sale" under the Sales Tax Laws, to the extent permitted by law, with respect to all Construction Materials purchased by Owners for improvements to and within the Subject Property. Notwithstanding the foregoing, the Owners shall have no liability to the City in the event that the Illinois Department of Revenue ("IDOR") or other governmental authority determines that sufficient nexus to the City does not exist with respect to the purchase of Construction Materials by Owners.

Owners shall use good faith efforts to cause the Point of Sale Entity to deliver to the City, on at least a quarterly basis, the returns and/or other documentation submitted by the Point of Sale Entity to the IDOR as required by the Sales Tax Laws and applicable State regulations, which detail the amounts of the sales and use taxes remitted by the Point of Sale Entity to IDOR with respect to Construction Materials purchased by Owners for incorporation in the Subject Property. Owners shall also cause the Point of Sale Entity to provide the City with an appropriate authorization addressed to and in a form satisfactory to IDOR authorizing IDOR to release to the City all gross revenue and information submitted by the Point of Sale Entity to IDOR with respect to Construction Materials purchased by Owners for incorporation in the Subject property. Owners shall use their best efforts to cause the Point of Sale Entity to request a "letter ruling" from IDOR which shall request that IDOR concur that the *situs* of the retail sale of

Construction Materials is within the City. It is understood that if the letter ruling approving such *situs* in the City is obtained that said ruling may establish certain protocol to ensure that *situs* is in the City, and the Owners shall use their best efforts to cause Point of Sale Entity to follow such established protocol. In the event that the Point of Sale Entity violates any law then in that event the Owners shall indemnify, defend and hold the City harmless from any and all costs, expenses, fees or payments of any nature, including reasonable attorney's fees.

(B) Enterprise Zones. If the Subject Property and the use thereof qualifies, Owners may request that one or more Illinois Enterprise Zones ("E-Zones") be established pursuant to the Illinois Enterprise Zone Act 20 ILCS 655/1 *et seq.* (the "Enterprise Zone Act"), which may at Owners' discretion include all or any portions of the Subject Property, but only to the extent the proposed Enterprise Zone does not negatively impact any City Revenues from or control over the Subject Property, as allowed by law. In connection therewith, the City and the Owners agree to enter such intergovernmental agreements as may be necessary to reflect that there shall be no tax incentives provided pursuant to the provisions of the Enterprise Zone Act which in any way reduce, abate, suspend or nullify any City tax or relinquish any of the City's control over the Subject Property. Such intergovernmental agreement shall further provide that in the event of reduction of taxes payable to the City by virtue of the designation of real property as part of one or more E-Zones within the Subject Property, that the Owners and their successors and assigns with reimburse the City for such reduction. The City will provide all reasonable cooperation and will support the creation of the E-Zones before the

Will County Board and the Illinois Department of Commerce and Economic Opportunity.

(C) State Sales Tax Cooperation. To the extent the cost of "building materials" incorporated into real estate in a Redevelopment Area located within an Intermodal Terminal Facility Area may, under certain qualifying circumstances, be deducted from reported sales under the Sales Tax Laws, the City agrees to reasonably cooperate with Owners so that they may avail themselves (to the fullest extent possible) of this potential deduction; provided that there shall be no liability to the City.

(D) The City agrees to cooperate with efforts among Owners, the County of Will and other governmental entities to obtain Foreign Trade Zone designation for portions of the Subject Property.

Section 13. City Contributions.

Subsequent to the expiration of the twelve (12) month period commencing upon the annexation of the Subject Property (and subject to extensions of time for the adoption of the TIF Ordinances and the execution of the RDA as provided for herein), Owners shall pay the City and certain other taxing districts an aggregate sum equal to Four Million Dollars ($4,000,000) to assist the City in making certain improvements to the City, including a new police station (as described herein), and to assist other taxing districts as detailed below, all in accordance with the following schedule:

(i) Installment Payment. Owners shall pay the City the sum of One Million Dollars ($1,000,000) based on the following schedule:

(a) Payment 1 (upon the expiration of the twelve (12) month period commencing upon the annexation of the Subject Property

(and subject to extensions of time for the adoption of the TIF Ordinances and the execution of the RDA as provided for herein)) - $500,000.00

(b) Payment 2 (twelve (12) months after Payment 1) - $250,000.00

(c) Payment 3 (twelve (12) months after Payment 2) - $250,000.00

(ii) Police Station Impact Progress Payment. Owners shall pay to the City a Two Million Dollar ($2,000,000) impact progress payment to be applied to the cost of construction of a new police station in the City (the "Police Station Impact Progress Payment"). The Police Station Impact Progress Payment shall be equal to $50,000 per acre on the first forty (40) acres of commercial development on the Subject Property. The Police Station Impact Progress Payment (on the basis of $50,000 per acre for each site used for commercial development) shall be due and payable upon issuance of a building permit for each site used for commercial purposes on the Subject Property up to a total of forty (40) acres. Notwithstanding the foregoing, if the City has not received the aforementioned Police Station Impact Progress Payment within three (3) years after the annexation of the Subject Property (subject to extensions of time for the adoption of the TIF ordinances and the execution of the RDA) (as a result of forty (40) acres of commercial development having not yet been commenced) and provided further that the City has heretofore issued

building permits for construction of industrial Buildings on more than forty (40) acres of the Subject Property, the Owners shall pay the unpaid Police Station Impact Progress Payment hereunder; provided, however, if as of such three (3) year date above, the City has not yet issued any building permits hereunder (either for construction of an industrial Building or for commercial development on the Subject Property), then the unpaid Police Station Impact Progress Payment shall be due and payable upon the first to occur of (a) the City issuing building permits for up to forty (40) acres of commercial development (on the basis of $50,000 for each acre so developed); or (b) the City issuing a building permit for construction of an industrial Building on the forty-first (41st) acre of the Subject Property.

(iii) Additional Impact Progress Payment. Subject to the requirements of the applicable agreements (as provided below), Owners shall make an Additional Impact Progress Payment equal to twenty-five cents ($.25) per square foot of building for each industrial Building constructed at the Subject Property for the first four million (4,000,000) square feet of industrial buildings constructed at the Subject Property. The Additional Impact Progress Payment shall be paid as follows and in the following order and in the following amounts (on a pro rata basis as and when received): (a) Fifty percent (50%) to the Wilmington Island Park District pursuant to the terms of that certain Contribution Agreement dated ____ between RLPI and the Wilmington Island Park District (the "Park District Contribution Agreement"); (b) Twenty-Five percent (25%) to the

Wilmington Library District, pursuant to the terms of that Certain Contribution Agreement dated _____ between RLPI and the Wilmington Library District (the "Library Contribution Agreement"); and (c) Twenty-Five percent (25%) to the Wilmington School District 209 pursuant to the terms of the School Letter Agreement (as defined herein and subject further to the provisions of Section 17 hereof). The terms and provisions of the Park District Contribution Agreement and the Library Contribution Agreement are incorporated herein by reference; provided, however, in the event of any dispute, default or other controversy arising out of the Park District Contribution Agreement and/or the Library Contribution Agreement, the terms and provisions of such agreement(s) shall govern and in no event shall the City be considered a third party beneficiary (or otherwise have any interest) in connection therewith. Such Additional Impact Progress Payments shall be due and payable hereunder solely at the time the Owners receive a building permit for an applicable industrial Building and shall be payable as follows: (a) to the Wilmington Island Park District under the Park District Contribution Agreement with respect to the portion allocated to the Wilmington Island Park District as described above; (b) to the Wilmington School District 209 under the School Letter Agreement with respect to the portion allocated to such school district as described above; and (c) to the Wilmington Library District under the Library Contribution Agreement with respect to the portion allocated to the Wilmington Library District as described above; provided, however, in no event shall Owners be obligated to expend more than One Million Dollars ($1,000,000.00) in the aggregate for such Additional Impact Progress

Payments (with a maximum of (a) Five Hundred Thousand Dollars ($500,000.00) of such amount to be paid to the Park District under the Park District Contribution Agreement; (b) Two Hundred Fifty Thousand Dollars ($250,000.00) of such amount to be paid to the Wilmington Library District under the Library Contribution Agreement; and (c) Two Hundred Fifty Thousand Dollars ($250,000.00) of such amount to paid to the Wilmington School District 209 under the School Letter Agreement.

Section 14. Police Protection.

(A) Additional Police Officers/Squad Cars. Upon the expiration of the twelve (12) month period commencing upon the annexation of the Subject Property (and subject to extensions of time for the adoption of the TIF Ordinances and the execution of the RDA), the Owners shall make certain payments to the City for additional police officers and squad cars in accordance with the following formula and schedule:

1. For the period commencing upon the expiration of the twelve (12) month period commencing upon the annexation of the Subject Property (and subject to extensions of time for the adoption of the TIF Ordinances and the execution of the RDA), the City will add two (2) additional police officers, along with one (1) additional squad car, to its police force. For such period, Owners will be responsible for the annual costs incurred by the City for such additional two (2) police officers (at the median salary and benefit level of a patrolman on the City police force) (salary and benefits) and one (1) additional squad car, as well as an allowance of Five Thousand Dollars ($5,000.00) each year for basic equipment for the aforementioned squad car. For purposes of clarification, the Owners' obligations hereunder are limited to the annual costs incurred by the City for

two (2) police officers (at the median salary and benefit level of a patrolman on the City police force) (salary and benefits) and one (1) additional squad car (including allowance) and in no event shall be construed as adding two (2) additional police officers each year; provided, however, the Owners' obligations for the cost of one (1) squad car as aforesaid shall entail the purchase of a new squad car and payment for its equipment during each annual period hereunder. Notwithstanding the Owners' obligation for such costs, the City agrees that the Owner's obligations hereunder shall be offset by the amounts paid to the City from the City's share of property taxes and sales taxes generated at the Subject Property and allocated for police protection (on the basis of fifty percent (50%) of the City's share of property taxes (but in no event including the Wilmington Roads and Bridges Fund) and sales taxes received from the Subject Property being allocated for police protection hereunder). By way of example, assume the total cost for two (2) police officers and one (1) squad car as provided above equals one hundred fifty thousand dollars ($150,000.00) for an applicable year. In that same year, further assume the City collected five thousand dollars ($5,000.00) from property taxes and sales taxes generated at the Subject Property (representing the "City's share of property taxes (but in no event including the Wilmington Roads and Bridges Fund) and sales taxes received from the Subject Property" as required above) for that same year. In this example, the City would be required to apply two thousand five hundred dollars ($2,500.00) (of the five thousand dollar ($5,000.00) tax amount that it collected from the Subject Property) against the Owners' obligation for the one hundred fifty thousand dollar ($150,000.00) amount, with the Owners being obligated for the balance of one hundred forty-seven thousand five hundred dollars ($147,500.00).

By way of further example, assume again that the total cost for two (2) police officers and one (1) squad car equals one hundred fifty thousand dollars ($150,000.00) for the applicable year, but in that same year, the City collected four hundred thousand dollars ($400,000.00) from property and sales taxes generated at the Subject Property (representing the "City's share of property taxes (but in no event including the Ridgeport Roads and Bridges Fund) and sales taxes received from the Subject Property" as required above) for that same year. In this example, the City would only be required to apply one hundred fifty thousand dollars ($150,000) (of the four hundred thousand dollar ($400,000) tax amount that it collected from the Subject Property) against the Owners' obligation for the one hundred fifty thousand dollar ($150,000), because the Owners obligation will then have been satisfied in full; provided, however, the Owner may also have obligations hereunder with respect to Phase II and/or Phase III, in which instance the total tax amount collected by the City hereunder from taxes generated at the Subject Property as provided above shall be applied to the aggregate obligation of the Owners hereunder.

By way of further example, assume all of the same facts as are set forth in the example immediately above, but the Owners also have the obligation under Section 14(A)2 with respect to the addition of another two (2) police officers, along with one (1) additional squad car for Phase II. As such, assuming that the total cost for the applicable year for (a) two (2) police officers and (1) squad car for Phase I; and (b) two (2) police officers and (1) squad car for Phase II equals three hundred thousand dollars ($300,000), the City would be required to apply two hundred thousand dollars ($200,000) (of the four hundred thousand dollar ($400,000) tax amount that it collected from the Subject Property) against the Owners' obligation for the three hundred thousand dollar ($300,000) amount, with the Owners being obligated for the balance of one hundred thousand dollars ($100,000). The Owners' obligation would continue until the expiration of the TIF Period, as provided in Section 14(A)5 below. In order to assist in determining the amount of the offset available to the Owners under this Section 14, the

Owners (whether through the Association or otherwise) shall provide such reports from any retail operations at the Subject Property as may be reasonably necessary to substantiate the level of sales taxes generated at the Subject Property for any year during the TIF Period. The City shall have the right to exclude from any calculations hereunder any sales tax amounts for which the Owners did not provide the report(s) required hereunder. The example set forth above, as well as the report requirement, shall also apply in the aggregate to Phase II and Phase III of the development at the Subject Property. In addition, the City shall have the right to charge the Owners a reasonable accounting and administrative fee (not to exceed three thousand dollars ($3,000) in any one year) to administer and monitor the calculations and payments required hereunder.

Notwithstanding the foregoing, as it relates to Phase I only, the two (2) additional police officers and one (1) additional squad car referred to above shall not be added, and the Owners' obligations for the costs thereof as provided above shall not commence, until forty (40) months after the annexation of the Subject Property to the City. Thereafter the Owners' obligations shall commence as set forth above. Instead, the City shall along with the Owners negotiate an intergovernmental agreement with the Will County Sheriff's Department to provide police service for the Subject Property for a period of thirty-six (36) months after commencement of the obligation for Phase I hereunder and Owners shall be solely responsible for the cost thereof. Additionally, the City shall add one (1) additional squad car upon expiration of the twenty-fourth (24th) month after the annexation of the Subject Property to the City and the Owners shall be responsible for the cost thereof, as well as allowance of Five Thousand Dollars ($5,000) for basic equipment for such car, but with the Owners not having any further responsibility for the costs of a

squad car for Phase I until the commencement of such obligation at the fortieth (40th) month after annexation of the Subject Property to the City (or twenty-eight (28) months after commencement of the Phase I obligation) as provided immediately above.

Not later than one hundred eighty (180) days after the annexation of the Subject Property to the City, Owners shall make a payment to the City hereunder in the amount of Seven Hundred Thousand Dollars ($700,000.00), in exchange for (a) the City delaying the additions of the police officers and squad car for Phase I, and extending the commencement of the Owners' associated payment obligations, all as described above; and (b) the building permit fee credits as provided in Section 27B. Further, in connection with the foregoing, it is acknowledged and agreed that as applicable to the Phase I obligation only as set forth in this Section 1, Owners' payment obligations for Phase I hereunder shall commence eight (8) months prior to such police officers being available to provide services for the City police department to account for an eight (8) month training period for such officers. Therefore, as provided above, Owners shall be responsible for the cost of such officers and one (1) additional squad car commencing upon the expiration of the fortieth (40th) month after annexation of the Subject Property to the City (being twenty-eight (28) months after the commencement of the Phase I obligation), but with the City and the Owners continuing to contract with the Will County Sheriff's Department for police protection through the thirty-sixth (36th) month after commencement of the Phase I obligation. In addition, all references in this Section 14 to a period commencing upon annexation of the Subject Property to the City shall be

expressly subject to extension of time for the adoption of the TIF Ordinances and execution of the RDA.

2. For the period commencing upon the commencement of the Phase II of the development at the Subject Property, the City will add another two (2) additional police officers, along with one (1) additional squad car, to its police force. For such period, and in addition to the amounts for which Owners are responsible under clause 1 above, Owners will also be responsible for the annual costs incurred by the City for such additional two (2) police officers (at the median salary and benefit level of a patrolman on the City police force) (salary and benefits) and one (1) additional squad car, as well as an allowance of Five Thousand Dollars ($5,000.00) each year for basic equipment for the aforementioned squad car. For purposes of clarification, the Owners' obligations hereunder are limited to the annual costs incurred by the City for two (2) police officers (at the median salary and benefit level of a patrolman on the City police force) (salary and benefits) and one (1) additional squad car (including allowance) and in no event shall be construed as adding two (2) additional police officers each year; provided, however, the Owners' obligations for the cost of one (1) squad car as aforesaid and payment for its equipment shall entail the purchase of a new squad car during each annual period hereunder. Notwithstanding the Owners' obligation for such costs, the City agrees that the Owners' obligations hereunder shall be offset by the amounts paid to the City from the City's share of property taxes and sales taxes generated at the Subject Property and allocated for police protection (on the basis of fifty percent (50%) of the City's share of property taxes (but in no event including the Wilmington Roads and Bridges Fund) and

sales taxes received from the Subject Property being allocated for police protection hereunder).

3. For the period commencing upon the commencement of the Phase III (being the third and final phase) of the development at the Subject Property, the City will add another two (2) additional police officers, along with one (1) additional squad car, to its police force. For such period, and in addition to the amounts for which Owners are responsible under clauses 1 and 2 above, Owners will also be responsible for the annual costs incurred by the City for such additional two (2) police officers (at the median salary and benefit level of a patrolman on the City police force) (salary and benefits) and one (1) additional squad car, as well as an allowance of Five Thousand Dollars ($5,000.00) each year for basic equipment for the aforementioned squad car. For purposes of clarification, the Owners' obligations hereunder are limited to the annual costs incurred by the City for two (2) police officers (at the median salary and benefit level of a patrolman on the City police force) (salary and benefits) and one (1) squad car (including allowance) and in no event shall be construed as adding two (2) additional police officers each year; provided, however, the Owners' obligations for the cost of one (1) squad car and its equipment as aforesaid shall entail the purchase of a new squad car during each annual period hereunder. Notwithstanding the Owners' obligation for such costs, the City agrees that the Owners' obligations hereunder shall be offset by the amounts paid to the City from the City's share of property taxes and sales taxes generated at the Subject Property and allocated for police protection (on the basis of fifty percent (50%) of the City's share of property taxes (but in no event including the Wilmington Roads and

Bridges Fund) and sales taxes received from the Subject Property being allocated for police protection hereunder).

4. To the extent that after commencement of the third phase (as contemplated in clause 3 above), the City police department handles in excess of two thousand (2,000) matters (but less than three thousand (3,000) matters) for any one year relating solely to the traffic, development or businesses operating at the Subject Property, the City may add a seventh (7^{th}) police officer. In such instance, and for each year that the City police department handles in excess of two thousand (2,000) matters (but less than three thousand (3,000 matters) relating solely to the traffic, development or operation of business matters at the Subject Property and in addition to the amounts for which Owners are responsible under clauses 1, 2 and 3 above, Owners will also be responsible for the annual costs incurred by the City for such additional police officer (at the median salary and benefit level of a patrolman on the City police force) (salary and benefits) and one (1) additional squad car, as well as an allowance of Five Thousand Dollars ($5,000.00) each year for basic equipment for the aforementioned squad car. To the extent that during the period contemplated by this clause 4, the City police department handles three thousand (3,000) or more matters relating solely to the traffic, development or operating businesses at the Subject Property, the City may add an eighth (8^{th}) police officer. In such instance, and for each year that the City police department receives three thousand (3,000) or more calls relating solely to the development at the Subject Property and in addition to the amounts for which Owners are responsible under clauses 1, 2, 3 and the first part of 4 above, Owners will also be responsible for the annual costs incurred by the City for such additional police officer (at the median salary and benefit level of a patrolman on the City

police force) (salary and benefits). Notwithstanding the Owners' obligation for such costs, the City agrees that the Owners' obligations hereunder shall be offset by the amounts paid to the City from the City's share of property taxes and sales taxes generated at the Subject Property and allocated for police protection (on the basis of fifty percent (50%) of the City's share of property taxes (but in no event including the Wilmington Roads and Bridges Fund) and sales taxes received from the Subject Property being allocated for police protection). In addition, upon request, the City shall provide the Owners with all necessary records to demonstrate the call volume requirements set forth above.

5. The obligations of the Owners under this Section 14 shall continue until the expiration of the TIF Period (at which time the City shall be solely responsible) and the Owners shall have the right to impose upon the Association such payment and other obligations hereunder for such period.

6 The amount paid for squad car equipment shall be increased annually by changes in the Consumer Price Index. The Owners shall pay equipment expenses hereunder promptly upon receipt to an invoice presented by the City, including a sufficient breakdown of actual costs incurred for such equipment. In addition, all salaries for police officers to be paid by the Owners under this Agreement shall be paid on a monthly basis, with an annual reconciliation within ninety (90) days after the end of each fiscal year for the City.

(B) Police Facility. In lieu of having any obligations with respect to construction of a new police facility for the City, the Owners shall make the Police Station Impact Progress Payment as contemplated above

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Section 15. Fire Protection District

Upon the expiration of the twelve (12) month period commencing upon the annexation of the Subject Property (and subject to extensions of time for the adoption of the TIF Ordinances and the execution of the RDA), Owners shall be responsible to make contributions to the Wilmington Fire Protection District, pursuant to the executed Agreement for Fire Protection, Ambulance Service and other Emergency Services for the RidgePort Logistics Center, Diamond, Illinois, dated October 27, 2008 (the "Fire Services Agreement"), by and between the Wilmington Fire Protection District and RLPI and Developer. The terms and provisions of the aforementioned Fire Services Agreement are incorporated herein by reference; provided, however, in the event of any dispute, default or other controversy arising out of the Fire Services Agreement, the terms and provisions of such agreement shall govern and in no event shall the City be considered a third party beneficiary (or otherwise have any interest) in connection therewith.

Section 16. Wilmington Township.

Upon the expiration of the twelve (12) month period commencing upon the annexation of the Subject Property (and subject to extensions of time for the adoption of the TIF Ordinances and the execution of the RDA), and subject further to certificates of occupancy having been issued for the first five million (5,000,000) square feet of industrial Buildings at the Subject Property, the Owners (through the Fire Services Agreement which contains a license grant from the Fire Protection District to Wilmington Township) have provided for Wilmington Township the right to use a 38' by 26' office within a multi-user building located at the Subject Property. The Parties contemplate that

the office referenced herein shall be located within the facility being provided for the Fire Protection District pursuant to the Fire Services Agreement, as described above, and shall be subject to the terms and conditions set forth in such agreement.

Upon the expiration of the twelve (12) month period commencing upon the annexation of the Subject Property to the City (and subject to extensions of time for the adoption of the TIF Ordinances and the execution of the RDA), the Owners shall make a ten thousand dollar ($10,000) donation to the General Assistance Fund of Wilmington Township (the "General Assistance Fund") and subsequent donations of ten thousand dollars ($10,000) each on the first, second, third and fourth anniversaries of such initial payment, such that the Owners shall have made an aggregate donation of fifty thousand dollars ($50,000) to the General Assistance Fund over the five (5) year period. In addition, not later than sixty (60) days after the annexation of the Subject Property to the City (and subject to extensions of time for the adoption of the TIF Ordinances and the execution of the RDA), (a) the Owners shall pay to the Wilmington Township the sum of ten thousand dollars ($10,000), which amount shall be used to defray the costs of replacement of the floor at the township's current facility; and (b) the Owners shall pay to the City the sum of twenty thousand dollars ($20,000), which amount shall be used to defray the City's costs in acquiring a ditch mower.

Section 17. **School Contributions.**

Owners shall be responsible to make contributions to the Wilmington School District 209-U (including those amounts contemplated by Section 13 above), pursuant to the executed Letter Agreement, dated November 10, 2008 and as approved by the Board of Education of the Wilmington School District 209-U on November 13, 2008, by and

between the Wilmington School District 209-U and RLPI and Developer (such letter agreement, as it may be amended, is referred to herein as the "School Letter Agreement"). The terms and provisions of the aforementioned School Letter Agreement are incorporated herein by reference; provided, however, in the event of any dispute, default or other controversy arising out of the School Letter Agreement, the terms and provisions of such agreement shall govern and in no event shall the City be considered a third party beneficiary (or otherwise have any interest) in connection therewith.

Section 18. Approval of Preliminary and Final Subdivision Plats and Site Plans.

Owners may apply for subdivision plat and Site Plan approval from time to time, in compliance with the City's applicable ordinances. If subdivision or Site Plan approval is requested by the Owners, the City Planning and Zoning Commission shall complete its review and act upon all Preliminary and Final plats of subdivision and Site Plans within thirty-five (35) days after submittal of a complete set of documents which shall comply with this Agreement and all applicable ordinances and laws. The City Engineer shall complete his review within such thirty-five (35) day period. Preliminary and Final plats of subdivision and Site Plans shall be acted on by the City Council within forty (40) days after action thereon by the City Planning and Zoning Commission. Nothing herein shall be construed to require Planning and Zoning Commission or the City Council's approval of any subdivision plat or Site Plan which does not meet the requirements of this Agreement, and all applicable City ordinances except as waived or modified pursuant to this Agreement. Except however, it is hereby agreed that the altering of property lines of any individual lots and the reconfiguring of any streets to otherwise accommodate a

change in lot size or configuration shall not be deemed a material change as the Parties contemplate that such change or changes may be necessary to accommodate the needs of future users of the lots. Preliminary and Final plats of subdivision and Site Plans may be submitted in any size (greater than 11" x 17" and shall be drawn to scale) or at any time, and may be submitted for all, or any portion of the Subject Property. To the extent possible, the City shall allow for concurrent review of the necessary plats of subdivisions and Site Plans in order to minimize the number of separate hearings required hereunder. Notwithstanding any contrary provision of the Subdivision Ordinance or other Codes and Ordinances of the City, Preliminary plat approval for any portion of the Subject Property shall not expire provided Final plat approval is granted within four (4) years of approval of the Preliminary Plat.

Section 19. Soil Substitution.

Owners shall have the right to employ generally accepted construction procedures, including but not limited to, soil substitution, caissons, trench footings or other measures, to insure buildability of any portion of the Subject Property, approved in a written report by a certified soil engineer and subject to the reasonable approval of the City.

Section 20. Survival of Zoning Provisions.

The zoning map amendment and special uses shall not terminate upon the expiration of this Agreement, but shall continue in effect unless thereafter amended in accordance with law. The special uses shall not be revoked by the City during the term of this Agreement or thereafter provided that the Owners comply with this Agreement and applicable laws and ordinances.

Section 21. Compliance with Applicable Ordinances; Conflicts.

(A) Except as specifically provided in this Agreement, the Owners shall comply with all ordinances and regulations whether in effect now or hereafter amended or adopted which are not specifically inconsistent with the Preliminary Plan or the provisions of this Agreement.

(B) No ordinance or regulation shall be applicable to the Subject Property which shall have the effect of defeating the zoning or other entitlement granted pursuant to this Agreement, or which shall impair any obligation of the City or rights of an Owner under this Agreement.

(C) Owners or tenants thereof may operate within the Subject Property at all hours. Notwithstanding any other provision of City ordinances regulating or restricting hours of construction activity, contractors may conduct activity within the Subject Property at all hours provided such activity is not within 1500 feet of any residence or any property zoned for residential land uses. Any such activity that is within 1500 feet of any residence or any property zoned for residential land uses shall be subject to such reasonable hour limits as may be imposed by the City.

(D) In the event of any conflict between the provisions of this Agreement and the exhibits hereto, and the ordinances, codes, regulations and resolutions of the City, the provisions of this Agreement and the exhibits hereto shall control.

(E) All City building codes, including the Building Standards set forth in Exhibit "K", fire codes, subdivision ordinances and codes, and civil engineering requirements in City ordinances and regulations shall remain in effect as they currently exist (or as herein modified, waived or varied) insofar as they pertain to the Subject

Property for ten (10) years after the date of this Agreement, except if a revision is mandated and required by Federal or State (or County, if applicable) laws or regulations, in which case Owners must comply to the extent of such required revisions subject to Owners' right to object to, contest, or challenge such revisions. Upon request of an Owner, the City shall provide such Owner or Owners with a copy of all such codes, ordinances and regulations in effect as of the date of this Agreement, as described above (which, with respect to City codes, ordinances and resolutions, shall be certified by the City if so requested by the Owners).

Section 22. Storm Water Retention/Detention and Storm Sewers.

Storm water runoff emanating from the Subject Property shall be controlled and managed in accordance with a detention system to be constructed and installed in compliance with the City and Will County Storm Water ordinances as applicable and shall include catch basin filters to trap oil and gas runoff. Notwithstanding the foregoing, the City shall not adopt a lowland conservation ordinance or other ordinance which would otherwise impose additional restrictions to the Subject Property not applicable at the time of the execution of this Agreement. The City shall amend such ordinance as it pertains to the Subject Property to the extent that it is already in effect, to the extent contemplated by the modified version of the ordinance attached hereto as Exhibit T. Existing conservation ways shall not be used for wetland mitigation. The storm water detention, compensatory storage and related construction shall also be in accordance with the U.S. Army Corps of Engineers requirements. The City shall approve all final engineering plans for storm water management if the design criteria, construction and maintenance of the storm sewers, swales and detention facilities are in accordance with

all standards of the applicable ordinances. Silt removal and repairs required as a result of construction in the area for which any detention pond is built shall be the responsibility of the Owners. The Owners shall be responsible for conveying off-site stormwater flows through the Subject Property in conformance with the Illinois drainage laws. All storm water management facilities including ponds, swales, structures, and conveyance facilities shall be owned and maintained by Owners or the Property Owner's Association. Any rights of way conveyed to the City which will include stormwater conveyance lines shall retain an easement in favor of the Owners to maintain such lines. In connection with the foregoing, and in accordance with the procedures and provisions set forth in Section 29 hereof, the City shall obtain or file for condemnation all necessary stormwater easements over the property located to the north of the Subject Property, within twenty-four (24) months after the date hereof.

Section 23. Water Distribution Systems; Sanitary Sewer Facilities.

(A) Water. The City shall provide, at the Owners' sole cost and expense, and shall complete construction (through the public bid process for which Developer or one of its affiliates, as well as any other party selected by Developer and reasonably acceptable to the City may be included on the list of qualified bidders) of a sixteen inch (16") water line to service the Subject Property with potable water. The water line shall be completed and operational not later than twelve (12) months after the annexation of the Subject Property. The City (at the Owners' expense as aforesaid) shall extend potable water service (in sufficient quantity [being not less than 500,000 gallons per day], quality and pressure [being not less than 50 psi]) through such line from its present location at the City's existing water plant located at the southwest corner of Soldier's Widow's Road

and First Street (the "Existing Water Plant") to a point at the Subject Property designated by Owners. Owners shall cooperate and provide necessary easements along the perimeter of the Subject Property to accommodate the installation of such utility. Except for service lines to Buildings or structures, potable water and related treatment and distribution facilities shall be owned and operated by the City, Owners shall be entitled to recapture of the water line costs from users located along such line between the Existing Water Plant and the Subject Property (referred to herein as "Utility Service Area A"; which area is also depicted on Exhibit N-2 attached hereto). Owners shall pay a $300/PE capacity user fee from time to time as and when additional PEs are required for the Subject Property (with the Owners only being obligated to pay such fee once for each applicable PE), but in no event shall the City be entitled to collect any water distribution tap-on fee or any other water charges (other than usage charges) for the Subject Property. Within ten (10) years after the annexation of the Subject Property, Owners shall, at their sole cost and expense, extend the water line through the Subject Property to a point south of the north line of Section 28 in Township 33 North Range 9 East (the "Water Line Southern End Point"). Subject to the City obtaining all necessary easement grants and other agreements necessary to provide Owners with access to the affected properties in order to perform all necessary work, the Owners (at the Owners' sole cost and expense) shall extend a twelve inch (12") water line from the Water Line Southern End Point south to the northeast quarter of Section 33 in Township 33 North Range 9 East, within such ten (10) year period. Owners shall be entitled to recapture of their costs associated with extending such water line from the Water Line Southern End Point to the northeast quarter of Section 33 in Township 33 North Range 9 East from those users/properties

served by (or to be served by) such extended line as more particularly depicted on Exhibit N-3 attached hereto ("Utility Service Area B"); provided, however, the three (3) existing parcels within Utility Service Area B as depicted on Exhibit N-3 (the "Existing Users") shall each be entitled to one (1) free one inch (1") connection for the single-family residential uses existing as of the date hereof. To the extent that there is an expansion of such use by the Existing Users beyond the single-family residential uses existing as of the date hereof, Owners shall be entitled to recapture of their costs of extending the line as provided above. As provided herein, the City agrees to enact and enforce all necessary recapture ordinances, as well as be responsible to collect any and all recapture fees and promptly remit such fees to Owners. Notwithstanding the foregoing, and to the extent not otherwise inconsistent with the terms of the annexation agreement in effect with the owner of such property, no recapture for the extension of said water line is applicable for the limited portion of the Service Area set forth on Exhibit N-1 (the "Limited Recapture Service Area"). In connection with the foregoing, at the Owners' request, the City also agrees to use its reasonable best efforts to secure for the benefit of the Owners (and the Subject Property) a low interest or no interest loan through the Illinois Environmental Protection Agency for all water improvements contemplated hereunder.

(B) Sanitary Sewer Service Options. Sanitary sewer service for the Subject Property shall be provided through one of the following options: (i) at a shared cost between Owners and the City (as provided herein), the City shall extend the connections to the City's existing treatment facilities so as to serve the Subject Property, with all associated work completed over a period of eighteen (18) months, with the City applying certain Federal funds to the underlying costs and in turn providing certain financing to

Owners, all as more particularly described herein (the "Piping Solution A"); (ii) at a shared cost between Owners and the City (as provided herein), the City shall extend the connections to the City's existing treatment facilities so as to serve the Subject Property, with all associated work completed on a phased basis, with the City receiving no Federal funds and providing no financing to the Owners, all as more particularly described herein (the "Piping Solution B"; Piping Solution A and Piping Solution B, when not differentiating between the two, are sometimes referred to herein as the "Piping Solution"); or (iii) completion of construction by the City (at a shared cost between Owners and City) of a new waste water treatment facility at the Subject Property, all as more particularly described herein (the "West Waste Water Treatment Facility"). The City shall have the right, at its discretion, to elect the applicable option above for providing sanitary sewer service to the Subject Property; provided, however, it is acknowledged and agreed that in the absence of circumstances reasonably requiring that the City proceed otherwise, Piping Solution A shall be the City's first option, Piping Solution B shall be the City's second option, and the West Waste Water Treatment Facility shall be the City's third option. The City shall make such election within one hundred eighty (180) days after the annexation of the Subject Property. Pending completion and full operation of the applicable option selected by the City for the provision of sanitary sewer service to the Subject Property (being the Piping Solution or the West Waste Water Treatment Facility, as applicable), Owners shall have the right to continue to utilize the Temporary Facilities (as defined herein), as hereafter described.

(C) Piping Solution.

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As referenced in Section (B) immediately above, the City shall have the right (at its sole option) to elect that the waste water from the Subject Property be treated at the City's existing facilities through the Piping Solution, which would involve having the City, at the shared cost and expense of the City and the Owners (as provided below), design, permit and construct the necessary improvements (as depicted in Exhibits N-4 and N-5) to connect the Subject Property to the City's existing treatment facilities. The City shall at all times, subject to the provisions below, guarantee a capacity for the Subject Property of two thousand five hundred (2,500) population equivalents of waste water treatment and conveyance (the "Piping Solution Capacity"). The necessary improvements that will need to be made as part of the Piping Solution are depicted on Exhibits N-4 and N-5 attached hereto and made a part hereof, provided that (a) the location of the proposed lift station, as noted on Exhibit N-4, is subject, in the Owners' discretion, to relocation to the west side of Interstate 55; (b) all such improvements shall be completed within eighteen (18) months after annexation of the Subject Property to the extent that the City proceeds with Piping Solution A; and (c) all such improvements shall be completed on a phased basis (on the basis of anticipated PE requirements) with the City using it best efforts to have the first phase completed within twelve (12) months as more particularly delineated on Exhibits N-4 and N-5 (if such work is not completed within twelve (12) months, the Owners shall have the right to continue to use the Temporary Facilities as provided herein), to the extent that the City proceeds with Piping Solution B; provided, however, on an annual basis, Owners and the City may review and revise Exhibit N-5 to more accurately reflect projections consistent with actual PE utilization at the Subject Property, but in all instances, there shall be no less than 120% of

capacity for the then current PE utilization at the Subject Property. The various estimated costs associated with the design and construction of the Piping Solution are set forth in Exhibit N-6 (the "Piping Solution Costs"), with the City agreeing to use reasonable efforts to ensure that the actual Piping Solution Costs do not exceed the estimated amounts set forth in Exhibit N-6. In connection therewith, the City shall contract with one or more contractors and other necessary professionals to complete the Piping Solution, upon customary terms and conditions. The work shall be awarded through a public bid process for which Owners, Developer or one or more of their affiliates, as well as any other party selected by Developer (or Owners) and reasonably acceptable to the City, may be included on the list of qualified bidders. The City and the Owners agree that the Piping Solution Costs shall be divided so that certain of the initial costs of the Piping Solution shall be paid by the Owners and the balance paid in its entirety by the City, with (a) the Owners reimbursing the City for the Owners' share of the cost of the Piping Solution in the amount of $2,279,750 over time in accordance with the financing terms set forth in Exhibit N-7 to the extent that the City proceeds with Piping Solution A; or (b) the Owner reimbursing the City for the cost of Phase I of the Piping Solution in an amount not to exceed $1,827,200 (which includes legal and engineering costs, as well as easement acquisition costs), as more particularly delineated on Exhibit N-7) promptly after payment by the City to the applicable contractor or other professional with the City then providing all necessary funding for Phases 2 and 3 of the Piping Solution (with the completion dates for each individual phase more particularly delineated on Exhibit N-5) to the extent that the City proceeds with Piping Solution B; provided, however, on an annual basis, Owners and the City may review and revise Exhibit N-5 to more accurately

reflect projections consistent with actual PE utilization at the Subject Property, but in all instances, there shall be no less than 120% of capacity for the then current PE utilization at the Subject Property . To the extent that the City fails to meet its obligations hereunder with respect to the Piping Solution, including but not limited to completion of Phase 2 and/or Phase 3 of the Piping Solution as and when required hereunder, the Owners shall have, in addition to all rights under this Agreement, the right to continue to use the Temporary Facilities pending completion of the applicable phase(s) of the Piping Solution. If the City elects to proceed with the Piping Solution, the Owners shall pay a $1,240/PE capacity user fee for sanitary sewer service for the Subject Property, but in no event shall the City be entitled to collect any other connection or tap-on fees, or any collection system tap-on fees for the Subject Property. Owners shall be entitled to recapture of the costs incurred by Owners for the Owners' share of the Piping Solution costs, from all applicable users outside of the Subject Property that connect to the Piping Solution as delineated on Exhibits N, N-3 and N-8 (subject to the City's on-going guarantee of the Piping Solution Capacity for the benefit of the Subject Property). The City agrees to enact and enforce all necessary recapture ordinances, as well as be responsible to collect any and all recapture fees and promptly remit such fees to Owners. In addition, the City shall be solely responsible for obtaining any and all necessary easements required for the Piping Solution. The City acknowledges and agrees that the $1,240/PE capacity user fee referenced above shall remain in place for a period of ten (10) years after completion of the Piping Solution. In connection with the foregoing, the Owners shall have the right during such ten (10) year period to purchase from time to time such capacity as they may require for the Subject Property up to the full amount of

the Piping Solution Capacity. If, as of the expiration of such ten (10) year period, the Owners have not purchased (through capacity user fees) the full amount of the Piping Solution Capacity, Owners agree to either purchase such remaining capacity within twelve (12) months after such expiration or relinquish their rights hereunder to such remaining capacity, in which instance the City may at its option sell such remaining Piping Solution Capacity to such other users as it may elect (which may or may not include Owners) at such rates as are then imposed by the City. Any portion of the Piping Solution Capacity which was previously purchased by the Owners (through capacity user fees as provided above) which remains unused for a period of thirty (30) years after the completion of the Piping Solution shall automatically revert to the City and the Owners shall have no further rights with respect to such portion of the Piping Solution Capacity.

(D) West Waste Water Treatment Facility

To the extent the City does not elect the Piping Solution, the City, at the shared cost of the City and the Owners (as provided herein), shall construct the West Waste Water Treatment Facility provided such facility is (i) to the extent necessary, constructed with proper permits as issued by the Illinois Environmental Protection Agency (the "IEPA"), (ii) constructed on a 3.5 acre site (at a location selected by the Owners and reasonably acceptable to the City) dedicated to the City at no cost, (iii) adjacent to a 2.5 acre site (at a location selected by the Owners and reasonably acceptable to the City) that the Owners shall reserve to accommodate future expansions of the West Waste Water Treatment Facility (the City shall have the right but not the obligation to purchase such adjacent site at a cost not to exceed $250,000 at any time during the term of this Agreement), (iv) financed by the City such that the sum of $5,500,000 shall be paid by

the Owners in periodic payments to reimburse the City for progress payments made by the City to the applicable contractor or other professional as work progresses (with the Owners reimbursing the City promptly after delivering to the Owners paid invoices from the applicable contractor or other professional) and the balance paid in full by the City, and (v) completed and operational not later than ten (10) years after the annexation of the Subject Property. The Owners, Developer, Property Owner's Association, or tenants shall pay fair and reasonable sewer user fees, based on similar charges for similar users within the City, but in no event shall the City be entitled to collect any capacity user fees with respect to the Subject Property up to 3,000 PE's. The Owners shall be entitled to recapture and/or reimbursement as provided in Section (G) immediately below. Notwithstanding the foregoing, should the City not elect the West Waste Water Treatment Facility option, the Owners shall reserve a six (6) acre site (at a location selected by the Owners and reasonably acceptable to the City) for the future construction of the West Waste Water Treatment Facility, but in such instance, the entire financial obligation shall be borne by the City. In connection therewith, the City shall have the option to purchase said six (6) acre site from the Owners at a price not to exceed $480,000, at any time during the term of this Agreement.

(E) Owners' Temporary Facilities

The City shall permit Developer (or Owners) to construct temporary waste water treatment facilities (the "Owners' Temporary Facilities") for use on the Subject Property until six (6) months after the first to occur of the following: (i) completion of the Piping Solution (if so elected by the City); or (ii) completion by the City of the West Waste Water Treatment Facility (if so elected by the City). Owners, at their option, may use

holding tanks or septic systems for the Owners' Temporary Facilities (and the City expressly approves the use thereof) and the City shall accept the disposal of such waste water in its City plant at such reasonable rates as otherwise charged by the City to its comparable industrial users (or what it would charge to comparable industrial users). Developer (or Owners, as applicable) agree to contract with the City, at election of the City, for the removal of such waste water from the holding tanks or septic systems provided such service is provided at prevailing market rates. The Developer (or Owners, as applicable) shall be solely responsible for all other governmental permits or approvals required hereunder.

(F) Dedication. All water mains and lines in the Subject Property, except service lines, shall be dedicated upon their completion. All sewer mains and lines on the Subject Property with respect to the Piping Solution shall be dedicated upon their completion. All sewer mains and lines on the Subject Property with respect to the West Waste Water Treatment Facility shall be dedicated as contemplated in Subparagraph (G) below. All water mains and lines throughout the Subject Property shall be constructed at no cost or expense to the City. All sewer mains and lines (whether as part of the Piping Solution or the West Waste Water Treatment Facility) throughout the Subject Property shall be constructed at no cost and expense to the City.

(G) West Waste Water Treatment Facility Capacity. If the City proceeds to construct the West Waste Water Treatment Facility as provided above (in which instance the City has not elected to proceed with the Piping Solution), such facility shall be sized to accept a minimum of five thousand (5,000) population equivalents of capacity. This size is based upon (a) two thousand five hundred (2,500) population equivalents of

capacity to be made available and reserved for the development of the Subject Property; (b) five hundred (500) population equivalents of capacity allocated to be made available and reserved for the Proposed Recapture Service Area (as depicted on Exhibit N); and (c) two thousand (2,000) population equivalents of capacity allocated to be made available for Parcels A and B of Utility Service Area B.. The City shall have the right to phase the development of the West Waste Water Treatment Facility over such time period as it deems necessary; provided that in all instances the guaranteed capacity requirements are maintained for the benefit of the Subject Property. All future sewer lines and mains (except private sewer connections) for the system shall be, at the election of the City, dedicated to the City as they are extended throughout the Subject Property. Developer (or Owner, as applicable) shall be entitled to recapture any upsizing of sewer lines constructed within the Subject Property if such upsizing is required to serve property owners located outside of the Subject Property but within the properties depicted on Exhibits N, N-1, N-2 and N-3; provided, however, there shall be no recapture hereunder for the upsizing of sewer lines for the Limited Recapture Service Area set forth on Exhibit "N-1". In addition, Developer (and Owner) shall not be entitled to receive recapture for any cost and expense for which it receives actual TIF reimbursement.

(H) Extension of Sewer Line; Increase in Capacity of Sewer Pipes. Within ten (10) years after the annexation of the Subject Property, Owners shall, at their sole cost and expense, extend the sewer line through the Subject Property to a point south of the north line of the northwest quarter of Section 28 in Township 33 North Range 9 East (the "Sewer Line Southern End Point"). Prior to the expiration of such ten (10) year period and subject to the City obtaining all necessary easement grants

and other agreements necessary to provide Owners with access to the affected properties in order to perform all necessary work, the Owners (at the Owners' sole cost and expense) shall extend a combination of gravity sewers and force main with a minimum capacity of two thousand (2,000) population equivalents from the Sewer Line Southern End Point south to Strip Mine Road (referred to herein as the "Sewer Line Extension"). Owners shall be entitled to recapture of the costs associated with extending such gravity sewers and force main (as applicable) from the Sewer Line Southern End Point to Strip Mine Road from those users/properties within Utility Service Area B; provided, however, the Existing Users shall each be entitled to one (1) free connection for the single-family residential uses existing as of the date hereof. To the extent that there is an expansion of such use by the Existing Users beyond the single-family residential uses existing as of the date hereof, Owners shall be entitled to recapture of the costs of extending the sewer as provided above. As provided herein, the City agrees to enact and enforce all necessary recapture ordinances, as well as be responsible to collect any and all recapture fees and promptly remit such fees to Owners. Notwithstanding the foregoing, and to the extent not otherwise inconsistent with the terms of the annexation agreement in effect with the owner of such property, no recapture for the extension of said force main is applicable to the Limited Recapture Service Area. Developer (or Owners, as applicable) shall also be entitled to all impact, capacity or recapture fees collected by the City sufficient to cover the pro rata cost of any required increases in the size of sewer pipes necessary to meet the capacity requirements of any users outside of the Subject Property. In addition, it is expressly acknowledged and agreed that the

Owners' responsibilities hereunder are limited to installation of the Sewer Line Extension in accordance with the terms set forth above and it shall be the City's sole responsibility to ensure that there is sufficient sewer capacity to serve the requirements of those users within Utility Service Area B.

(I) Utility Service Area B. It is acknowledged that the annexation agreements for certain of the owners of property within Utility Service Area B provide for the City to make a determination within two (2) years from the date of annexation of such property as to whether or not the City can provide sanitary sewer and potable water services to the applicable property. In certain instances, if the City makes the determination that it cannot so provide sanitary sewer and potable water services within the two (2) year period, the owner of the applicable property within Utility Service Area B has the right to rescind its agreement and cause the disconnection of such property from the City. Notwithstanding the foregoing, the City expressly acknowledges and agrees that so long as this Agreement is in full force and effect (irrespective of any termination options granted hereunder provided that such options have not been previously exercised), in no event shall the City make any determination whatsoever under any or all of the annexation agreements referenced immediately above that it cannot provide sanitary sewer services and potable water services within the referenced two (2) year period nor take any action in connection therewith to in any way facilitate the disconnection of any such property from the City based upon the provision of sanitary sewer services and potable water services.

Section 24. Water Tower.

Owners shall construct a new 1,000,000 gallon water tower as part of the water facilities to serve the Subject Property (the "Water Tower"). The Water Tower shall be constructed and painted in conformance with the general specifications (or their equivalent) attached hereto as Exhibit "I" (the "Water Tower Specifications"). Owners shall paint the Water Tower with a branding logo promoting the development and the City as set forth on Exhibit "I-1". The Water Tower shall be dedicated to the City in accordance with the provisions of this Agreement; provided, however, Owners shall commission the Water Tower prior to any such dedication. Owners shall cause the contractor warranties pertaining to the construction of the Water Tower to run to the benefit of the City. Owners shall defend, indemnify and hold City and City owned

property harmless from mechanics' lien claims arising from the construction of the Water Tower. In addition, Owners shall defend, indemnify and hold harmless the City from and against claims, demands, and suits for personal injury and damages to property filed against the City with respect to Owners' initial construction of the Water Tower. Owners shall, at no cost to the City, dedicate the Water Tower to the City by means of a bill of sale upon completion. Owners shall further convey real estate of a reasonable size and dimension immediately underlying the Water Tower (at a location selected by Owners and reasonably acceptable to the City), Booster Pumps and lift station(s), if necessary, to the City pursuant to Section 36 in addition to providing reasonable and necessary public utility and access easements.

Section 25. Wetlands Mitigation.

The Owners shall comply with all wetlands mitigation laws, regulations and ordinances, as promulgated by U.S. Army Corp of Engineers.

Section 26. Flood Plains.

The Owners shall comply with all flood plain laws, regulations and ordinances. No additional regulations shall be enacted by the City that will affect the Subject Property.

Section 27. Site Plans and Building Permits.

A. Site Plans. Prior to the issuance of any building permit for the construction of any Buildings at the Subject Property, the Owners must comply with and obtain approval pursuant to the City's Site Plan review process.

B. Building Permits. Provided that a final site plan has been approved for a particular Building Site, the City shall issue building permits for building construction

within thirty (30) days after application, subject to the other provisions of this Agreement, and provided every application shall be completed in accordance with all applicable City codes and ordinances except as otherwise herein provided. All applicable building permit (but not including applicable utility capacity user fees) fees including any and all fees now or hereafter charged by the City for submission, review and inspection of a Building on the Subject Property shall be waived by the City and the total fee for such permits or services for Buildings in excess of one hundred thousand (100,000) square feet shall be one percent (1%) of the total hard cost of construction of the Building excluding cost for site improvements outside of the building footprint. Such fees shall be paid at time of permit issuance and shall be calculated and certified to the City by Owners' architect. For Buildings of less than one hundred thousand (100,000) square feet, the permit fees shall be determined under applicable City ordinances. If the City does not agree with the cost of construction certified by Owners' architect, the City shall accept the proposed fee at issuance of the building permit but it may require and Owners shall submit the actual and true cost to construct the Building upon issuance of the final certificate of occupancy and the Parties shall adjust the building permit fee based upon the actual and true cost to construct the Building. Such cost shall include only the cost of labor and materials to construct and shall not include engineering or architecture fees. If the Owners have overpaid, City shall provide a credit back to Owners and if the actual cost paid to the City was less than one percent (1%) of the actual cost to construct, Owners shall pay such additional amount as necessary to the City within thirty (30) days. Building permit issuance, after submission of completed application, shall be delayed beyond thirty (30) days only for events beyond the reasonable control of the City. The

City covenants and agrees that no architectural or aesthetic review approval process shall, during the term of this Agreement, apply to the Subject Property except as explicitly set forth herein or otherwise applicable by the ordinances of the City in effect at the time of this Agreement. Notwithstanding the foregoing, the City shall require and Owners shall pay a permit fee for all public improvements that shall be dedicated to the City, on the basis of actual time and materials involved with any required third party review.

The City agrees to work cooperatively with Owners to issue permits in phases for the various elements of construction of any particular Building or improvement, so as to accommodate the "design-build" method of construction and project management.

Notwithstanding the foregoing, in consideration of a portion of the payments made to the City in Section 14A1 hereof, the City and the Owners agree that Three Hundred Fifty Thousand Dollars ($350,000.00) of such payment is deemed to be a partial prepayment for building permit fees to be paid by the Owners hereunder (the "Building Permit Fee Advance Payment"). Therefore, as building permit fees are due and owing from the Owners hereunder, the City shall apply such Building Permit Fee Advance Payment against the Owners' obligations such that the Owners shall receive a fifty percent (50%) credit against all such amounts otherwise due and owing until the Building Permit Fee Advance Payment has been applied in full to amounts owing to the City from time to time for building permit fees hereunder.

Section 28. Stockpiles.

The City agrees that, subject to the reasonable erosion control requirements of City ordinances, material stockpiles may be located on any area of the Subject Property so long as the stockpile is at least five hundred (500) feet from the property line of any

property utilized for residential purposes, to be removed no later than the completion of all of the Buildings within a particular phase. All materials stockpiles may consist of soil, crushed concrete or crushed asphalt only. Owners shall take all appropriate measures to prevent dust or debris from blowing off the stockpiles onto adjacent properties and shall otherwise maintain such stockpiles in accordance with all applicable laws and regulations.

Section 29. <u>On and Off-Site Easements</u>.

At the time of approval of any Final Plat of subdivision or Final Site Plan approval for any portion of the Subject Property, as applicable, or within ninety (90) days from the commencement of building construction on any portion of the Subject Property, as applicable, Owners shall grant to the City any non-exclusive easements reasonably necessary for the provision of any City services to such parcels and nearby parcels or platted areas including sanitary sewer, water, storm sewer, or other utilities. No certificate of occupancy shall be issued for the parcel or parcels in question until such time as the easements are granted. All such easements to be granted shall name the City and/or other appropriate governmental entities designated by the City as grantee thereunder. Except as otherwise specifically required by this Agreement, the Owners shall also be responsible for obtaining any off site easements or rights of way necessary to carry out the terms of this Agreement. If the Owners request and the City determines that condemnation proceedings are necessary to obtain any right of way, easement or other property interests, then in that event, the City shall use its power of condemnation to obtain same. Owners shall pay any and all costs associated with any condemnation proceedings instituted by the City. These costs include, but are not limited to, filing fees,

costs, expenses, reasonable attorney fees and awards, whether pursuant to court order or negotiations, approved by the City. Said costs shall be paid by Owners within fifteen (15) days upon receipt of a written demand by the City to Owners to pay the same. In the event that condemnation proceedings are necessary, Owner shall immediately deposit with the City the sum of Ten Thousand Dollars ($10,000.00) cash or certified funds made payable to the City for each such condemnation proceeding. During the condemnation proceeding(s), if any additional monies are required by the City, Owners shall pay to the City any additional monies immediately upon written demand by the City upon the Owners.

Section 30. Occupancy Permits.

Except as otherwise provided in this Agreement, no final occupancy permit shall be issued by the City for any Building or use prior to the completion by Owners of the required public improvements and streets required for the Building or use for vehicular access and utility services reasonably associated with said Building or use, except for the final surface course or lift for the streets (in the case of asphalt pavement), and except for street lighting, spreading black dirt, punchlist items, exterior painting, landscaping (given weather related delays) of any right-of-way or storm water detention or retention areas, subject to the provisions set forth below providing for the issuance of temporary occupancy certificates. The City may require Owners to post a surety to ensure the completion of such items. In such event, Owners may provide the surety required hereinafter for Public Infrastructure by providing the agreement in the form set forth on Exhibit "J" with progress payments being released from time to time on the basis of the progress of the work (the "Work Agreement"). Notwithstanding the foregoing,

reasonable revisions may be made to the form of the Work Agreement to address such requirements as may be imposed by the Owners' lender or as the Parties may reasonably agree are necessary. In addition, it is expressly contemplated that there may be a separate Work Agreement for separate public improvements hereunder. A form of Work Agreement may also be used for other items (not constituting public improvements) for which the City may require a surety to ensure completion of such items

Section 31. Utility Improvements.

All electricity, telecommunications and cable television lines shall be installed underground, by Owners at their sole cost and expense, except for (a) existing lines along Kavanaugh Road and Murphy Road where currently existing utilities are used in such a manner as to permit the servicing of the Subject Property from all or part of the existing utilities or (b) unless otherwise prevented by the utility provider.

Section 32. Public Infrastructure Surety.

The Owners shall post surety for the construction and maintenance of public improvements as required by City ordinances; provided, however, such surety may be in the form of the Work Agreement, as provided for in Section 30 above.

Section 33. Recapture Agreements.

The City acknowledges and agrees that while it is unwilling to issue building permits within the Subject Property but for the commitment to construct public infrastructure as set forth in this Agreement, certain of the public infrastructure to be constructed by Owners under the terms of this Agreement is not for the sole and exclusive benefit of the Subject Property, but rather comprise regional improvements which benefit real estate other than the Subject Property owned by parties other than

Owners (hereinafter, "Third Party Owners"). Accordingly, the City shall adopt an ordinance authorizing the City's execution and delivery of a Recapture Agreement(s) which Recapture Agreement(s) among other matters sets forth the recapture obligations for each public improvement as set forth in this Agreement or as further agreed between Owners and the City for each respective Third Party Owner and their respective properties. The City agrees to take all steps required by law to adopt and record the Recapture Agreement(s) with the County Recorder of Deeds. Notwithstanding the foregoing, Owners shall not be entitled to receive recapture for any cost and expenses for which it receives actual TIF reimbursement. Notwithstanding any Recapture Agreement contemplated under this Section 33 (as well as any of the provisions set forth in Section 23 or any other applicable section), and with the exception of the restriction set forth in the immediately preceding sentence, nothing contained herein shall prohibit or be deemed to limit the Owners' ability to seek reimbursement of any and all allocable costs from subsequent owners and/or users of some or all of the Subject Property.

Section 34. Tree Removal and Replacement.

Owners shall not be restricted from removing any trees in the excavation or grading of the Subject Property, or in the construction of any improvements thereto. Owners shall not be required to provide replacement trees for any tree removed during construction; provided, however, the Owners shall comply with the Site Plan landscaping requirements.

Section 35. Certain Warranties and Representations.

A. Owners represents and warrants to the City as follows:

(1) Owners are the legal title holders and owners of record of the Subject Property (or, alternatively, the contract purchaser(s) thereof);

(2) Owners have full power and authority to execute this Agreement; and

(3) That there is no litigation pending (or threatened in writing) by or against Owners that would materially impair their ability to perform their obligations contemplated by this Agreement.

B. Developer represents and warrants to the City as follows:

(1) Developer proposes to develop the Intermodal Area in a manner contemplated in this Agreement (to the extent that Developer is retained by Owners to do so);

(2) Developer has full power and authority to execute this Agreement as herein provided;

(3) Developer has provided all of the legal descriptions set forth in this Agreement and the attached exhibits and that the said legal descriptions are accurate and correct to the best of Developer's knowledge;

(4) That the managers of Developer executing this Agreement represent and warrant that they have been lawfully authorized to execute this Agreement on behalf of Developer and that Developer is lawfully organized and in good standing under all applicable state laws; and

(5) That there is no litigation pending (or threatened in writing) by or against Developer that would substantially impair its ability to perform its obligations contemplated by this Agreement.

C. The City represents to Owners and Developer as follows:

(1) The City represents and warrants that the Mayor and Clerk of the City have been lawfully authorized by the City Council to execute this Agreement; and

(2) That there is no litigation pending (or threatened in writing) by or against the City that would substantially impair its ability to perform its obligations contemplated by this Agreement.

Section 36. Conveyance, Dedication and Donation of Real Estate.

Any conveyance, dedication or donation of real estate required or permitted by this Agreement to the City or other governmental authority pursuant to this Agreement shall be made in conformance with the following requirements and any other applicable provisions of this Agreement:

(A) Fee Simple Title. The conveyance, dedication or donation shall be of a fee simple title by Trustee's Deed, Special Warranty Deed or other appropriate instrument.

(B) Marketable Title. Title to the real estate shall be good and marketable as measured by the specific purpose for which the real estate is being conveyed and not as measured for general development or use purposes.

(C) Form and Contents of Deed. The conveyance, dedication or donation shall be by delivery of a good, sufficient and recordable deed, plat of dedication, or other

appropriate dedication on a recorded plat of subdivision. The deed, conveyance or dedication may be subject to only:

(1) covenants, restrictions and easements of record, provided the same do not render the real estate materially unsuitable for the purposes for which it is being conveyed, dedicated or donated;

(2) terms and conditions of this Agreement;

(3) general taxes and special assessments for the year in which the deed, conveyance or dedication is delivered or made and subsequent years and for the prior year if the amount of prior year's taxes is not ascertainable at the time of delivery, conveyance or dedication;

(4) such other exceptions as may be reasonably acceptable to the City or other grantee with reasonableness determined in the context of the specific purpose for which the real estate is being conveyed, dedicated or donated;

(5) proration of general and special taxes through the date of closing; and

(6) matters disclosed by an accurate survey of the real estate to be supplied by the Owner which do not impair using such real estate for its intended purpose.

(D) Title Insurance. Owners (as grantors) shall provide to the City (as grantee), not less than fourteen (14) days prior to the time for delivery of the deed, conveyance or dedication, a commitment for title insurance from Chicago Title Insurance

Company or other title insurance company reasonably acceptable to the City (as grantee). The commitment for title insurance shall be in usual and customary form subject only to:

(1) the usual and customary standard exceptions contained therein;

(2) subparagraphs (1), (2), (3) and (4) of Paragraph C above; and

(3) such other exceptions as may be reasonably acceptable to the City or other grantee with reasonableness determined in the context of the specific purpose.

The commitment for title insurance shall be in the amount of the Owners' land basis in the real estate being conveyed or dedicated. All title insurance charges shall be borne by Owners.

(E) Taxes, Liens, Assessments. General taxes and all other taxes, special assessments, liens and charges of whatever nature affecting the real estate shall be paid currently prior to delivery of the deed, conveyance or dedication and presented at closing based on the last recent ascertainable tax bill, with the Parties agreeing to reprorate once actual tax bills are issued, with said obligation to survive closing. The City (as grantee) shall be responsible for applying for desired tax exemptions and shall be responsible for payment of such taxes, assessments, liens and charges attributable to the period from and after closing.

(F) Environmental Investigation. To the extent required by the City, the Owners (as grantors) shall furnish to the City (as grantee) prior to closing, a Phase I environmental investigation of the real estate to be conveyed, dedicated or donated. The City shall have thirty (30) days following receipt of the Phase I environmental investigation to: (1) accept the environmental condition of the real estate, subject only to

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environmental liabilities caused by or known to Owners and arising out of the use of the real estate by Owners and not disclosed to the City in, or with, the Phase I environmental investigation; (2) to conduct additional environmental investigations of the real estate to allow the City to fully assess the environmental condition of the real estate and its acceptability to the City; (3) decline to accept the real estate because of its environmental condition and, in the case of real property required to be conveyed to the City by this Annexation Agreement, to designate alternate real estate which would be satisfactory to the City to satisfy Owners' obligations under this Annexation Agreement.

(G) Delivery of Deeds, Conveyance or Dedication. To the extent not otherwise provided in this Agreement, delivery of the deed, conveyance or dedication shall occur at a date, time and place mutually agreeable to the Owners and the City or other grantee, or at a date, time and place set by the City not less than thirty (30) days after written notice thereof is given by the City to the Owners. The City agrees to record any deed, conveyance, plat of dedication or plat of subdivision conveying or dedicating any real estate to the City within thirty (30) days after delivery to the City and further agrees to promptly apply for and diligently pursue tax exemption for all such real property.

(H) Environmental Indemnification and Other Matters. With respect to any interest in a portion of the Subject Property granted to the City, the Owners (as grantors) shall certify to the City that to the best of its knowledge and except as disclosed to the City in or with the Owners' Phase I environmental investigation (i) no Hazardous Materials (as defined below) have been located on the Subject Property or have been released into the environment, or discharged, placed or disposed of at, on or under the

Subject Property; (ii) no underground storage tanks are currently located on the Subject Property; (iii) the Subject Property has never been used as a dump for waste material; (iv) Owner has never knowingly used the Subject Property in any manner which violated any environmental ordinances or regulations and Owners have never been cited for any violation.

The term "Hazardous Material" shall mean any substance, material, waste, gas or particulate matter which is regulated by any local governmental authority, the State of Illinois, or the United States Government, including, but not limited to, any material or substance which is: (i) defined as a "hazardous waste", "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of Illinois law; (ii) petroleum; (iii) asbestos; (iv) polychlorinated biphenyl; (v) radioactive material; (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251 et seq. (33 U.S.C. Section 1317); (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903); or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601). The term "Environmental Laws" shall mean all statutes specifically described in the foregoing sentence and all federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.

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Owners shall indemnify, defend and hold harmless the City, its employees, agents, and officers from any and all claims, liabilities, costs (including reasonable attorney's fees and expert witness' fees), and damages of whatsoever kind or nature on account of any release, alleged release, threatened release, storage, generation, transportation, reclamation, recycling or disposal of any Hazardous Material or any non-compliance with any Environmental Laws or Regulations in either case arising out of any use of the Subject Property by Owners but excluding hazardous materials or noncompliance with environmental laws or regulations disclosed to the City in or with the Owners' Phase I environmental investigation. This indemnification shall require the Owners at their sole cost and expense to remediate any such release or threatened release of Hazardous Materials (if and to the extent included within the scope of the above indemnification) so required to be remediated by the State of Illinois, Environmental Protection Agency or any other governmental entity having jurisdiction thereof, and shall require the Owners to comply with all Federal, state and local statutes, rules, regulations, ordinances, orders and permits relating thereto.

Section 37. Property Owners' Associations.

Owner shall form one or more property owners' associations (which may take the form of not-for-profit corporations, LLCs, or LLPs) ("Association" or "Property Owner's Association") for the management and maintenance of the public and private Roads (including street lights and sidewalks), storm water detention, private storm sewer, or common open space amenities within any portion of the Subject Property. The Association shall be established as part of any development on the Subject Property. The

Association shall be governed by a recorded declaration of covenants and restrictions ("Declaration") and shall, and among other provisions, provide for the following:

(a) That the Association will provide for the upkeep, repair and maintenance of private improvements and/or private common areas, including without limitation improvements and areas such as Roads (but only to the extent contemplated hereunder with respect to the distinction between Secondary Roads and Primary Thoroughfares), detention or retention ponds, open space, landscaped areas, approved subdivision signage, private recreational areas, or private sanitary sewer, stormwater sewer and private potable water facilities, if any ("Private Improvements"). The Parties agree that these improvements while privately owned constitute "Special Services" under the applicable provisions of the Illinois statutes.

(b) The Declaration shall contain a provision allowing the creation of a special service area so that in the event that such Association fails to maintain the Private Improvements in accordance with the covenants and restrictions, this Agreement and applicable ordinances and requirements of the City which place the permanent responsibility for such maintenance of the Private Improvements upon an association comprised of the owners of lots within the subdivision, the Special Service Area may be activated and the deficiencies funded by a special service area tax. Specifically, the Declaration shall provide that Owners and their respective successors, assignees and grantees, shall not object to and shall agree to cooperate with the City, and the City will establish, a special service area ("SSA") for the Subject Property to be utilized as a backup mechanism for the care and maintenance of the Private Improvements. The SSA shall be established prior to or concurrent with the approval of the First Final Site Plan or Final Plat of Subdivision. Owners shall establish through the Declaration, an Association, which shall have the primary responsibility of providing for the regular care, maintenance, renewal and replacement of the Private Improvements. The City and Owners shall work together to create a maintenance plan for such maintenance of the Private Improvements prior to Owners turning over this responsibility to the Association. If at any time such Association fails to conduct such maintenance of the Private Improvements, then the City shall have the right, but not the obligation, to undertake such

maintenance and utilize the SSA to provide sufficient funds to pay the costs of the such maintenance of the Private Improvements undertaken by the City. The SSA shall provide for the authority of the City to levy a reasonable amount to fund the payment of the aforesaid costs and expenses. *Notwithstanding the foregoing, the Special Tax Roll shall not be levied hereunder, and the SSA shall be "dormant" and shall take effect only if the CITY finds that the Association has failed to conduct the Private Improvements Maintenance.*

(c) The Owners shall provide to the City upon approval of a final plat and before the sale of a lot on the Subject Property, the duly recorded Declaration of the Association which has included the above-mentioned provisions and Owners shall provide, to the purchaser, upon the sale of each lot, a copy of the Declaration to each person or entity purchasing a lot.

(d) The Owners shall be responsible for all costs, expenses and fees associated with the creation of the SSA including but not limited to reasonable attorney's fees and such studies as are necessary to allocate costs over the Subject Property. The special service area shall be expanded as Additional Properties are added to the Subject Property in conformance with Section 42.

(e) The City shall provide the Owners with thirty (30) day's notice prior to exercising any of its rights under this Section 37.

Section 38. Interim and Other Uses.

Owners shall be entitled to utilize such portion of the Subject Property as they deem appropriate as a construction yard and/or a temporary, as well as permanent, concrete batch plant during the term of this Agreement, but not within 1,500 feet of any occupied residential building located off the Subject Property, and as a construction headquarters, and shall be entitled to park construction or earth moving equipment, place temporary buildings or structures on such parcels, place construction trailers or related

vehicles and equipment in connection with such uses, and install temporary construction project signage on-site; provided, however, the 1,500 foot restriction set forth above shall not apply to the extent that the Owners otherwise comply with the terms of the Memorandum of Agreement (as defined herein) with respect to such residential building, in which instance the setback requirements of the Planned Industrial District shall otherwise apply. Temporary (being defined as the period of time during which any structure is being built) outdoor storage of construction materials or supplies shall be permitted. Any interim use for a construction yard, construction headquarters or temporary concrete batch plant shall terminate when development and construction of the Subject Property is completed and may be used only by Owners, their contractors and subcontractors in conjunction with work performed at the Subject Property or in constructing infrastructure serving the Subject Property; provided, however, Owners shall be entitled to use a portion of the Subject Property for a permanent concrete batch plant.

Section 39. Temporary Occupancy Permits.

The City shall grant temporary occupancy permits for individual Buildings between November 1st and June 15th if weather prevents the completion of the following work for any such Building (it being understood that if other work remains to be done, no occupancy permit, temporary or otherwise, will be issued):

(A) The asphalt or concrete has not been installed for any sidewalk or internal driveway or parking surfaces, provided a temporary stone driveway or parking surface has been installed;

(B) Final grading;

(C) Landscaping and lawn irrigation;

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(D) Exterior painting;

(E) Exterior signage (other than addresses on Buildings).

As a condition to the issuance of any such temporary occupancy permit, the City shall be provided with a timetable for completion of the outstanding work, which timetable shall be deemed a part of the temporary occupancy permit. The City may require a cash escrow (as determined by the City) in connection with any temporary occupancy permit as herein provided and in Section 30; provided, however, such cash escrow requirement may be satisfied through a Work Agreement as provided for in Section 30. Such temporary occupancy permit shall expire eight (8) months from the date of issuance, subject to force majeure.

Section 40. Signs.

All signage shall be subject to approval by the City. The signage specifically set forth on Exhibit "L" is hereby approved for such use as set forth therein.

Section 41. Noise.

The subject development shall be designed, constructed and maintained to minimize the level of equipment noise audible outside the Subject Property, and otherwise subject to applicable laws.

Section 42. After Acquired Property.

At such time as Owners acquire fee simple title to any portions of real property abutting the Subject Property (the "Additional Territory") the Owners shall promptly thereafter file one or more petitions to annex the Additional Territory to the City, and shall file one or more petitions to zone the Additional Territory in the Large Scale Planned Industrial District and for the amendment of the Concept Plan and/or Preliminary

Plan, as applicable. Upon annexation, the Additional Territory shall be included in the definition of the Subject Property. It is the intention and agreement of the Parties to this Agreement, that upon the making of such petitions to annex and petitions to zone any of the Additional Territory, the City with the cooperation of the Owners shall take all appropriate and lawful actions, and shall enact all appropriate ordinances, so as to: (i) annex such portions of Additional Territory to the City, (ii) amend this Agreement to include such portions of Additional Territory as being a part of the Subject Property and otherwise subject to this Agreement as if included herein and hereunder ab initio, (iii) zone the Additional Territory as Large Scale Planned Industrial District, and (iv) amend the Concept Plan and/or Preliminary Plan, as applicable to include the such portions of the Additional Territory. Notwithstanding the foregoing, in no event shall the Additional Territory include any of the Excluded Property except with the prior consent of the City.

Section 43. Enforceability of the Agreement; Violations; Remedies.

(A) Subject to (G) below, this Agreement shall be enforceable in any court of competent jurisdiction 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.

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

(C) Any violation of this Agreement by the City shall entitle the Owners to the remedy of specific performance.

(D) 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 thirty (30) 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 thirty (30) 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.

(E) 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.

(F) Intentionally Deleted.

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

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

(I) To the extent that any formal action is filed seeking to invalidate this Agreement, the TIF District, the RDA and/or the annexation of the Subject Property to the City, this Agreement shall remain in full force and effect; provided, however, all of the Owners' payment and performance obligations contained herein, including but not limited to those set forth in Sections 13 through 17 hereof, shall be suspended and held in abeyance, pending a final, non-appealable judicial determination defeating such action.

Upon such action being defeated (upon the basis of a final, non-appealable judicial determination as aforesaid), all of Owners' payment and performance obligations (which were previously suspended and held in abeyance) shall recommence, with all time periods that were to previously commence within an agreed-upon period of time after the annexation of the Subject Property (or creation of the TIF District, as applicable) now commencing within such agreed-upon period of time after the date of such final, non-appealable judicial determination defeating such action. To the extent that such action is successful (being a judicial determination that serves to invalidate the Agreement, the TIF District, the RDA and/or the annexation of the Subject Property to the City), this Agreement shall automatically terminate (and none of the Parties hereunder shall have any further obligations under the Agreement); subject, however, to the Owners' right in their sole discretion to pursue an appeal of such determination. With respect to any termination hereunder, Owners shall also be permitted to take, commencing thirty (30) days thereafter, any and all necessary actions to disconnect the Subject Property from the City pursuant to the provisions of 65 ILCS 5/7-3-1, et. seq., as amended (or other applicable statute) and the City shall cooperate with Owners efforts to effect such disconnection. In addition, to the extent that the Owners, whether in response to a formal action as referred to above, the threat of such formal action, or otherwise, deem it reasonably necessary to take additional prophylactic or supportive measures intended to address actual or potential legal challenges to the annexation of the Subject Property to the City (and/or this Agreement) and/or the creation of the TIF District (and/or the RDA) and such measures are completed subsequent to the commencement of the TIF Formation Process and/or subsequent to the annexation of the Subject Property, as applicable, the

City agrees to reasonably cooperate with such measures, which may include (but shall not necessarily be limited to) the following: (a) cooperating reasonably in the annexation of additional property; (b) formally re-annexing the Subject Property, subject to all of the terms and provisions of this Agreement; and (c) restarting, supporting and ultimately completing the TIF Formation Process (referred to herein as the "Subsequent TIF Formation Process") in accordance with all of the terms and conditions previously agreed to herein and in the RDA. In connection with item (c) contained in the immediately preceding sentence, the Parties further acknowledge and agree that the terms of Section 11 hereof shall apply with respect to the Subsequent TIF Formation Process; provided, however, if the necessary new TIF Ordinances have not been adopted by the City and/or the necessary new RDA (consistent with the terms of this Agreement and otherwise containing terms and conditions mutually acceptable to both the Owners and the City) has not been executed by both the Owners and the City, within one hundred twenty (120) days after the Owners' request to the City to commence the Subsequent TIF Formation Process, then commencing within thirty (30) days thereafter, Owners shall be permitted to take any and all necessary actions to disconnect the Subject Property from the City pursuant to the provisions of 65 ILCS 5/7-3-1, et. seq., as amended (or other applicable statute) and the City shall cooperate with Owners to effect such disconnection. It is understood by the Parties that Owners shall have no continuing affirmative obligations under this Agreement in the event that the Subject Property is disconnected from the City as set forth herein. Notwithstanding anything to the contrary set forth above, nothing contained herein shall be construed as an acknowledgment of any type of deficiency whatsoever with respect to the annexation of the Subject Property to the City, the TIF

District, the RDA and/or the terms of this Agreement. In addition, in no event shall any of the payment obligations set forth under Sections 13 through 17 of this Agreement be conditioned upon receipt of any TIF proceeds under the RDA, nor shall any TIF proceeds be applied to satisfy any or all of the payment obligations set forth under said Sections 13 through 17 hereof.

Section 44. Reimbursement of City Professional Fees and Other Expenses.

(A) Professional Fees. In addition to any other fees and costs, the City shall be reimbursed for its professional expenses and other costs pursuant to the "Professional Fee Reimbursement Agreement" for the preparation of this Agreement; and for the review of any material amendment to the Agreement as requested by Developer (and Owners, if applicable) or major change (as defined in the PID) in the Preliminary Plan set forth herein as requested by Developer (and Owners, if applicable). All other fees for review of a site plan or subdivision for the Subject Property shall be paid solely from the building permit fee for the Building or Buildings to be built thereon. Additionally, the Owners and/or Developer shall reimburse the City for all costs and expenses including reasonable attorney's fees for the investigation of establishing the TIF District and negotiating the TIF Redevelopment Agreement. Notwithstanding the foregoing, to the extent that out-of-pocket fees and expenses are incurred as part of the building permit review process for a particular Building and Owners do not request issuance of such permit (nor pay the permit fee) within ninety (90) days, the City may charge the Owners for the reasonable out-of-pocket costs incurred by the City (determined on an hourly basis) that would have otherwise been paid from the permit fee; provided that (a) in no event shall such amounts to be paid to the City exceed the amount of the ultimate permit

fee for such Building; and (b) to the extent that a permit is issued for such Building, the Owners shall receive a credit against the permit fee for all amounts paid to the City hereunder.

(B) Indemnification. Owners agrees to indemnify, defend (with counsel reasonably acceptable to the City and, if the City's and the Owners' interest are in conflict, the City will have the right to select its own counsel at the Owners' expense) 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, financial consultants, tax increment district consultants, its attorneys and its volunteers, and the successors, assigns, executors, administrators, heirs, beneficiaries, and legatees of the foregoing (the "Indemnitees"), individually and collectively, from any claims, lawsuits, damages, judgments, settlements or other liability (including reasonable attorney's fees) 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 (or any third party challenge thereto), rezoning, special use permits, special service areas, tax increment financings, sales tax, or other City approvals, permits or entitlements, construction of public or private improvements or any activity occurring at the Subject Property or any other property where the improvements related to the Subject Property are constructed in whole or in part. In the event that any Indemnitee is required to pay any amounts for any attorneys' fees, costs, expense, and judgment or otherwise for which indemnification is required by the Owners, then said payments made shall constitute a lien against the Subject Property in favor of the persons and entities indemnified pursuant to this

Agreement. Notwithstanding the foregoing, any indemnification obligations created by Section 36 shall be governed by Section 36.

Section 45. Environmental Remediation.

The City agrees to approve the use and operation of such soil and materials remediation technology equipment as may be utilized to remediate any environmental contamination on the Subject Property so long as the remediation equipment complies with all applicable state and federal requirements and regulations.

Section 46. 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 47. Supersession of Existing City Ordinances or Regulations; Cooperation.

It is the intent and agreement of the Parties hereto that, to the extent permitted by law, if any pertinent existing ordinance, resolution, or regulation, or interpretations thereof, of the City be in any way inconsistent or in conflict with the provisions hereof, then the provisions of this Annexation Agreement shall constitute a lawful binding amendment thereto and shall supersede the terms of said inconsistent ordinances, regulations, resolutions or interpretations thereof, as they may relate to the Subject Property. In the alternative, the City shall promptly amend its ordinances, where applicable, to conform to this Agreement. In addition, in order to effect any and all of the

provisions set forth in this Agreement, the City shall reasonably cooperate with and assist the Owner in obtaining any and all permits for development of the Subject Property that may be required from any other governmental body that has jurisdiction.

Section 48. 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 date of execution of this Agreement by the City and extending for twenty (20) years thereafter. At such time as the Subject Property is annexed, the Parties agree to enter into and record supplemental restrictive covenants consistent with the terms of this Agreement.

Section 49. Covenants and Agreements Binding; "Owner"; "Owners"; "Successors" Deemed "Owners".

This Agreement and the agreements, covenants, rights and promises set forth herein shall run with the land and shall both bind and benefit the grantees, heirs, successors, and assigns, and is deemed to be a joint and several obligation, of Owners (which may include but are not limited to Ridge Logistics Park I Com, LLC, Ridge Logistics Park I IM, LLC, Ridge Logistics Park I Ind, LLC and Ridge Logistics Park II, LLC or any entities that shall become a future owner), Developer and the City (collectively, "Successors") and apart from Owners, Developer and the City and their Successors, and the mortgagees (including leasehold mortgagees) and tenants of Owners, Developer and the City and their Successors, this Agreement is not intended to give or confer third party beneficiary status on other parties. It is recognized that specific entities or persons to wit: the Wilmington Fire Protection District, the Wilmington School District, the Wilmington Library District, the Island Park District, the Wilmington Township Residents and others are referred to in this Agreement, but notwithstanding

that fact, none of those entities are intended to be third party beneficiaries of this Agreement. Nothing in this Agreement shall in any way be deemed to prevent the alienation, encumbrance, sale or lease of the Subject Property or any portion thereof and any Successor shall be both benefited and bound by the rights, conditions, and restrictions on the terms and conditions and subject to the limitations set forth in this Agreement. Except as to the specific payment provisions **set forth herein** and escrow obligations of this Agreement and as otherwise as specifically provided herein, upon the conveyance by Owners, Developer or a Successor, of all or any portion of the Subject Property, such entity shall, automatically and without further action by any party, be released of all liability under this Agreement with respect to that portion of the Subject Property that is so conveyed. Each Successor that, from time to time, acquires any fee interest in all or any portion of the Subject Property shall acquire such interest subject to said agreements, covenants, rights, and promises, and the other terms and provisions of this Agreement and, during the period of time that Owners, Developer and such Successor or Successors own such interest, he, she, or it shall be deemed an "Owner" for the purposes of this Agreement and be entitled to the rights of Owners under this Agreement and shall be obligated to pay and perform any and all obligations of the Owners or Developer as applicable to said period of time and applicable to that portion of the Subject Property in which he, she, or it holds any estate or fee interest, jointly and severally with any and all of the other holders of any fee interest in all or any portion of the Subject Property. In connection with the foregoing, it is contemplated that Owners and any such Successor shall enter into such further agreements (including all necessary amendments to this Agreement) to delineate the extent of and allocation of all such rights

and obligations as between the Owners and such Successor Owner(s). Owners are deemed owners throughout their period of ownership of a fee interest in the Subject Property. In connection with the foregoing, it is contemplated that the Owners shall retain Developer to perform various development activities at the Subject Property. As such, any reference to Developer herein shall be deemed to refer to such entity acting as the designated entity for Owners to perform such function (but with Owners and not Developer being the owner of the applicable portion of the Subject Property). Further, Owners shall have the right to assign to any lessee of the Subject Property the rights and powers of and benefits accruing to Owners under this Agreement, the Recapture Agreement and other agreement contemplated by this Agreement. In no event shall any entity that is not a party to this Agreement or a Successor be deemed to be a third party beneficiary hereunder. In addition, it is expressly acknowledged and agreed that the although RLCOPA is an Owner hereunder, certain obligations (including but not limited to the Work Agreement, the Memorandum of Agreement and such other obligations as may be appropriate) shall only by assumed by RLPI (and shall not include RLCOPA).

Section 50. 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 herefrom, 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. In the event that an Owner other than RLPI or RLCPOA refuses to execute this Agreement after the formal approval of this Agreement by the City at a duly constituted meeting of the City Council, such Owner's refusal to execute this

Agreement shall not invalidate the terms of this Agreement and the rights and obligations of the remaining Parties with respect to any portion of the Subject Property for which the balance of the Owners have executed this Agreement. Notwithstanding the foregoing, to the extent that Dobi is a party to this Agreement (with respect to the Dobi Property), the Dobi Property (to the extent that it is not owned by RLPI (or its successor or assigns) along with the balance of the Subject Property) (i) shall not be subject to the financial obligations set forth in this Agreement over and above those uniformly applicable to industrial property in the City; (ii) shall not be subject to the development plans, restrictions or requirements set forth in this Agreement, and (iii) may be removed from the terms of this Agreement and separately zoned under the City's I-3, or at Dobi's sole request, under the City's I-1 or I-2 Zoning Districts, upon notice to the other Owners and the City given not later than eighteen (18) months after the date of this Agreement.

Section 51. Title Evidence – Disclosure of Parties in Interest Mortgage Subordination.

Owners shall, prior to approval by the City of the zoning, and prior to annexation, provide the City with an affidavit or valid title policies or commitments for title insurance showing that title to the Subject Property is held by Owners. Any mortgage or other security interest on the Subject Property shall be subordinate to this Agreement. In such instance, the City shall be provided with a Subordination Agreement in a form reasonably acceptable to the City.

Section 52. Notices.

Any notices required or permitted to be sent pursuant to the provisions of this Agreement shall be in writing and shall be sent by certified mail, national overnight express delivery courier, or hand delivery to the following addresses until written notice

of change of address is given, and shall be deemed received on the fourth business day following deposit in the United States Mail, or upon actual receipt, whichever shall be earlier:

If to Owners:

Ridge Logistics Park I, LLC
8430 W. Bryn Mawr Ave.
Suite 400
Chicago, IL 60631

And

Ridgeport Logistics Center Property
Owners Association
8430 W. Bryn Mawr Ave.
Suite 400
Chicago, IL 60631

And

Dobi Investments, L.L.C.

214 Stephen Lane
Joliet, Illinois 60431

With a Copy to:

_____
_____
_____
_____

If to Developer:

RidgePort Development Services, LLC

8430 W. Bryn Mawr Ave.
Suite 400
Chicago, IL 60631

With a copy to:

_____

If to the City:

City of Wilmington
City Clerk
1165 South Water Street
Wilmington, IL 60481

With a copy to:

City of Wilmington
City Mayor
1165 South Water Street
Wilmington, IL 60481

And

Scott Nemanich
Hinshaw & Culbertson, LLP
14 West Cass Street
Joliet, IL 60432

Section 53. Entire Agreement.

Except as otherwise expressly provided, this Agreement and its Exhibits supersede 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 by the corporate authorities and Parties hereto, or, as applicable, approved by an 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 the legal descriptions prior to recording, and may replace any pages or exhibits containing handwritten corrections with conformed copies thereof.

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Section 54. 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 55. Recording.

This Agreement and all exhibits hereto, certified as to adoption by the City Clerk, shall be recorded by the City upon execution, acknowledgment and approval. The existence thereof shall be noted on any final plat of subdivision for any portion of the Subject Property prior to its recording.

Section 56. City Approval or Direction.

Where City approval or direction is required by this Agreement, such approval or direction means the approval of the corporate authorities of the City unless otherwise expressly provided herein or required by law, and any such approval may be required to be given only after and if all requirements for granting such approvals have been met unless such requirements are inconsistent with this Agreement.

Section 57. Singular and Plural.

Wherever appropriate in this Agreement, the singular shall include the plural, and plural shall include the singular, unless the context clearly indicates otherwise.

Section 58. Section Headings and Subheadings.

All section headings or other headings in this Agreement are for the general aid of the reader and shall not limit the plain meaning or application of any of the provisions thereunder whether covered or relevant to such heading or not.

Section 59. 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 60. 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 (except as expressly agreed to the contrary).

Section 61. 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.

Section 62. Definition of "City".

Wherever the term "City" is used herein, it shall be construed as referring to the corporate authorities of the City unless the context clearly indicates otherwise.

Section 63. Execution of Agreement; Effective Date.

This Agreement shall be signed last by the City, and the Mayor of the City shall affix the date on which he signs this Agreement, which date shall be the Effective Date of this Agreement.

Section 64. Corporate Capacities.

The Parties acknowledge that the corporate authorities of the City have approved and the Mayor and City Clerk have executed this Agreement in their official capacities and not personally, and that no personal liability of any kind shall attach or extend to said officials on account of any act performed in connection with the execution and implementation of this Agreement.

Section 65. Amendments and Modifications.

No change to this Agreement shall be effective unless and until such change is reduced to writing and executed by the City and the fee owners of record of the Subject Property at the time any modifications is intended to be effective pursuant to all applicable statutory or other procedures provided, however, that if the subject matter of an amendment to this Agreement relates to a portion of the Subject Property only, such amendment may be executed only by the then-Owner of such portion and the City and need not be executed by any party other than the then Owner of the Subject Property.

Section 66. Stop Orders

The City will issue no stop order directing work stoppage on Buildings or other development unless in writing and setting forth the Section of the City's ordinances or this Agreement allegedly violated, and an Owner may forewith proceed to correct such violations as they may exist. Work may continue on any structure subject to a stop order after reinspection by the City indicating the violation has been corrected. It is agreed that a violation of the City's ordinance or regulations relative to the development of one Building or structure shall not be the basis for any such stop order relative to the development of a separate Building or structure or infrastructure improvements. Additionally, if circumstances warrant, the City may issue a partial stop work order to

allow work to continue on other aspects of the Building or structure. No violation of a City ordinance or regulation shall be deemed to exist where such ordinance or regulation has been modified by this Agreement.

Section 67. Force Majeure.

For the purposes of this Agreement, wherever a period of time is prescribed for a party to take action, such party will not be liable or responsible for delays due to Acts of God, war, acts of the public enemy, riots, rebellions, strikes, boycotts, embargos, labor disputes, or shortage of materials not caused by the party in question, and the time for performance for the aforesaid will be extended by the length of time attributable specifically to such "force majeure" causes, provided and on the condition that the party claiming the need for such an extension notifies the other party within thirty (30) days of the event of force majeure. Notwithstanding the foregoing, events or conditions such as and including lack of money, financial inability, failure to perform of any contractor, agent, vendor or consultants, delays in applying for permits for construction, or inaction or failure to order long lead time items sufficiently in advance of the time needed shall not be events of force majeure for which the time for performance hereunder shall be extended.

Section 68. Wilmington Township Residents. Upon annexation of the Subject Property (and subject further to the City having adopted the TIF Ordinances and executed the RDA), RLPI and the City shall enter into a Memorandum of Agreement setting forth the terms and conditions upon which Owners shall extend offers to purchase residences within the area depicted on Exhibit R (the "Affected Area"). The

Memorandum of Agreement shall be in substantially the same form as the document attached hereto as Exhibit R-1.

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

SIGNATURE PAGES TO FOLLOW

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CITY:

CITY OF WILMINGTON, a municipal corporation

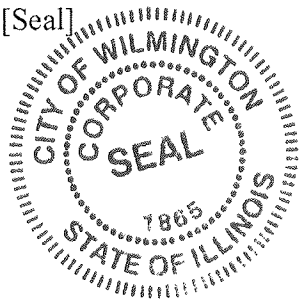
By: _____
Mayor

Effective Date: April 13, 2010

ATTEST:

_____
City Clerk

[Seal]



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STATE OF ILLINOIS)
) ss.
COUNTY OF Will)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that J. Marty Orr, personally known to me to be the Mayor of the City of Wilmington, a municipal corporation, and Frances Tutor personally known to me to be the City Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the City Council of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 13 day of April, 2010.

Notary Public

Official Seal
Jolynn J Ziller
Notary Public State of Illinois
My Commission Expires 11/26/2011

OWNERS:

Ridge Logistics Park I, LLC
By: Ridgeport Land Holding Company, LLC

By: _____
James G. Martell
Its: Manager

Ridgeport Logistics Center Property Owners Association

By: _____
James G. Martel
Its: President

Dobi Investments, LLC

By: _____

Its: _____

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OWNERS:

Ridge Logistics Park I, LLC a Delaware Limited Liability Company

By: _____
Title: Its Manager

Ridgeport Logistics Center Property Owners Association, an Illinois Not for Profit Corporation

By: _____
Title: Its

Dobi Investments, L.L.C., an Illinois Limited Liability Company
By: Barbara S Brown
Title: Its MANAGER

DEVELOPER:

RidgePort Development Services, LLC a Delaware Limited Liability Company

By: _____
Its: Manager

STATE OF ILLINOIS)
) **ss.**
COUNTY OF _____)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that LaVerne S. Brun, 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 as such he signed and delivered the said instrument in his role as Mgr of said LLC, pursuant to authority given to him and as the free and voluntary act and as the free and voluntary act of said partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 4th day of May, 2010.

Notary Public

OFFICIAL SEAL
K[illegible]LSON
Notary Public, State of Illinois
My Commission Expires Jun 05, 2013

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STATE OF ILLINOIS)
) ss.
COUNTY OF Cook)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that James Mudd, 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 as such he signed and delivered the said instrument in his role as Mgr of said _____, pursuant to authority given to him and as the free and voluntary act and as the free and voluntary act of said partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30 day of April, 2010.

Jeanne M. Sok
Notary Public

OFFICIAL SEAL
JEANNE M SOK
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:10/23/12

STATE OF ILLINOIS)
) ss.
COUNTY OF Cook)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that James Mitchell, 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 as such he signed and delivered the said instrument in his role as Pres of said ____; pursuant to authority given to him and as the free and voluntary act and as the free and voluntary act of said partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30 day of April, 2010.

Jeanne M. Sok
Notary Public

OFFICIAL SEAL
JEANNE M SOK
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:10/23/12

STATE OF ILLINOIS)
) **ss.**
COUNTY OF _____)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that_____, 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 as such he signed and delivered the said instrument in his role as _____of said _____, pursuant to authority given to him and as the free and voluntary act and as the free and voluntary act of said partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2010.

_____
Notary Public

DEVELOPER:

RidgePort Development Services, LLC
a Delaware Limited Liability Company
By: Ridge Property Services II, LLC
By: Ridge Property Trust II, LLC
By: Ridge Property Trust II
By: _____
James G. Martell
Its: Chairman and CEO

STATE OF ILLINOIS)
) ss.
COUNTY OF Cook **)**

ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that James G. Martell personally known to me to be the Chairman & CEO of Ridge Property Trust II and 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 as such _____ he signed and delivered the said instrument as _____ of said ~~limited liability company~~, pursuant to authority given to him for said ~~limited liability company~~ as his free and voluntary act, and as the free and voluntary act of said ~~limited liability company~~, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of April, 2010.

Jeanne M. Sok
Notary Public

OFFICIAL SEAL
JEANNE M SOK
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:10/23/12

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EXHIBIT A

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 17 (EXCEPTING THAT PART DEDICATED TO THE PEOPLE OF THE STATE OF ILLINOIS FOR THE PURPOSE OF A PUBLIC HIGHWAY RECORDED IN BOOK 1241, PAGE 145 AS DOCUMENT NO. 738997) LYING SOUTH AND EAST OF THE RIGHT-OF-WAY OF THE RAILROAD AS NOW LOCATED, (EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 17, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE DUE WEST ALONG THE CENTER LINE OF STATE ROUTE NO. 31, FOR A DISTANCE OF 1080.53 FEET; THENCE SOUTH 37 DEGREES 36 MINUTES WEST, FOR A DISTANCE OF 44.13 FEET TO THE INTERSECTION OF THE EXISTING SOUTH RIGHT-OF-WAY LINE OF STATE AID ROUTE NO. 31 AND THE EXISTING SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE GULF, MOBILE AND OHIO RAILROAD COMPANY, SAID INTERSECTION BEING THE POINT OF BEGINNING; CONTINUING THENCE SOUTH 37 DEGREES 36 MINUTES WEST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE GULF, MOBILE AND OHIO RAILROAD COMPANY, FOR A DISTANCE OF 103.21 FEET; THENCE SOUTH 80 DEGREES 15 MINUTES 30 SECONDS EAST, FOR A DISTANCE OF 96.50 FEET; THENCE NORTH 02 DEGREES 20 MINUTES EAST FOR A DISTANCE OF 98.18 FEET TO SAID EXISTING SOUTH RIGHT-OF-WAY LINE OF STATE AID ROUTE NO. 31; THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY FOR A DISTANCE OF 36.10 FEET, MORE OR LESS, TO THE POINT OF BEGINNING); (ALSO EXCEPTING THEREFROM THE NORTH 40 RODS (660 FEET) OF THE EAST 40 RODS (660 FEET) OF SAID EAST HALF OF THE NORTHEAST QUARTER OF SECTION 17, IN TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN;
ALSO:
THE NORTH 58 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN;
ALSO:
THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN;
ALSO:
THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THAT PART DEDICATED TO THE PEOPLE OF THE STATE OF ILLINOIS FOR THE PURPOSE OF A PUBLIC HIGHWAY RECORDED IN BOOK 1241, PAGE 201 AS DOCUMENT NO. 741373;
ALSO:
THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN;
ALSO:
THE EAST HALF OF SECTION 16, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN,
EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS: THAT PART THEREOF LYING NORTHERLY AND NORTHEASTERLY OF THE SOUTHWESTERLY LINE OF RELOCATED LORENZO ROAD PURSUANT TO DOCUMENT R2002-100752; THAT PART SITUATED WITHIN THE RIGHT-OF-WAY OF THE WEST FRONTAGE ROAD ON THE WEST SIDE OF INTERSTATE ROUTE 55 PURSUANT TO SAID DOCUMENT R2002-100752; THAT PART LYING NORTH OF THE SOUTHERLY RIGHT-OF-WAY LINE OF LORENZO ROAD AS DEDICATED BY DOCUMENT NO. 740521; AND THAT PART THEREOF FALLING WITH-IN THE RIGHT-OF-WAY OF INTERSTATE ROUTE 55, ALSO EXCEPTING THEREFROM THE WEST 100.00 FEET OF THE FOLLOWING DESCRIBED TRACT: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 16; THENCE WEST ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 2389.57 FEET TO AN IRON PIN, WHICH IS THE POINT OF BEGINNING; THENCE SOUTH AT AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS TO THE LEFT OF A PROLONGATION OF THE LAST DESCRIBED COURSE AT THE LAST DESCRIBED POINT FOR A DISTANCE OF 243.71 FEET, TO AN IRON PIN; THENCE WEST AT AN ANGLE OF 90 DEGREES 00

MINUTES TO THE RIGHT OF A PROLONGATION OF THE LAST DESCRIBED COURSE AT THE LAST DESCRIBED POINT FOR A DISTANCE OF 208.71 FEET, TO AN IRON PIN; THENCE NORTH AT AN ANGLE OF 90 DEGREES 00 MINUTES TO THE RIGHT OF A PROLONGATION OF THE LAST DESCRIBED COURSE AT THE LAST DESCRIBED POINT FOR A DISTANCE OF 243.71 FEET TO AN IRON PIN ON THE NORTH LINE OF SECTION 16 (CENTERLINE OF LORENZO ROAD); THENCE EAST ALONG SAID NORTH LINE A DISTANCE OF 208.71 FEET TO THE POINT OF BEGINNING.
ALSO:
THE NORTH HALF OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN,
EXCEPTING THEREFROM THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 21;
ALSO EXCEPTING THEREFROM THE EAST 539.50 FEET OF THE WEST 548.00 FEET OF THE NORTH 528.68 FEET
OF THE SOUTH 1520.00 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 21;
ALSO EXCEPTING THEREFROM THE WEST 548.00 FEET OF THE SOUTH 991.32 FEET OF THE EAST HALF OF NORTHWEST QUARTER OF SAID SECTION 21;
ALSO EXCEPTING THEREFROM THE EAST 363.00 FEET OF THE WEST 911.00 FEET OF THE SOUTH 197.00 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 21;
ALSO EXCEPTING THEREFROM THE NORTH 1.00 FEET OF THE SOUTH 198.00 FEET OF THE EAST 117.00 FEET OF THE WEST 665.00 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 21;
ALSO EXCEPTING THEREFROM THAT PART OF THE NORTH HALF OF SAID SECTION 21, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 21; THENCE SOUTH 87 DEGREES 54 MINUTES 24 SECONDS WEST 299.31 FEET, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, TO ITS INTERSECTION WITH THE CENTER OF AN EXISTING DRAINAGE DITCH; THENCE THE FOLLOWING 14 COURSES ALONG SAID CENTER OF AN EXISTING DRAINAGE DITCH; 1) NORTH 50 DEGREES 50 MINUTES 56 SECONDS EAST 46.05 FEET; 2) THENCE NORTH 49 DEGREES 03 MINUTES 56 SECONDS EAST 28.72 FEET; 3) THENCE NORTH 71 DEGREES 09 MINUTES 45 SECONDS EAST 61.66 FEET; 4) THENCE NORTH 57 DEGREES 32 MINUTES 40 SECONDS EAST 47.50 FEET; 5) THENCE NORTH 70 DEGREES 46 MINUTES 02 SECONDS EAST 68.73 FEET; 6) THENCE NORTH 64 DEGREES 14 MINUTES 53 SECONDS EAST 82.22 FEET; 7) THENCE NORTH 65 DEGREES 51 MINUTES 04 SECONDS EAST 116.11 FEET; 8) THENCE NORTH 67 DEGREES 09 MINUTES 45 SECONDS EAST 139.36 FEET; 9) THENCE NORTH 63 DEGREES 17 MINUTES 41 SECONDS EAST 67.71 FEET; 10) THENCE NORTH 68 DEGREES 00 MINUTES 28 SECONDS EAST 205.43 FEET; 11) THENCE NORTH 71 DEGREES 19 MINUTES 40 SECONDS EAST 78.05 FEET; 12) THENCE NORTH 60 DEGREES 07 MINUTES 50 SECONDS EAST 151.11 FEET; 13) THENCE NORTH 13 DEGREES 29 MINUTES 27 SECONDS EAST 141.67 FEET; 14) THENCE NORTH 09 DEGREES 16 MINUTES 23 SECONDS EAST 86.79 FEET; THENCE NORTH 87 DEGREES 54 MINUTES 52 SECONDS EAST 61.76 FEET TO THE WESTERLY LINE OF THE PROPERTY CONVEYED BY DOCUMENT NO. R87-59009; THENCE SOUTH 11 DEGREES 50 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 235.06 FEET; THENCE DUE SOUTH FOR A DISTANCE OF 413.87 FEET; THENCE DUE EAST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER FOR A DISTANCE OF 340.40 FEET; THENCE NORTH 87 DEGREES 54 MINUTES 24 SECONDS EAST 149.08 FEET; THENCE NORTH 02 DEGREES 01 MINUTES 19 SECONDS EAST 659.90 FEET TO THE NORTHWEST CORNER OF A PARCEL OF LAND DESCRIBED BY DOCUMENT NO. R91-71512; THENCE NORTH 87 DEGREES 58 MINUTES 19 SECONDS EAST ALONG THE NORTH LINE OF SAID DOCUMENT NO. R91-71512 AND THE NORTH LINE OF DOCUMENT NOS. R92-50127 AND R92-50126, 992.52 FEET TO THE NORTHEAST CORNER OF SAID DOCUMENT NO. R92-50126; THENCE SOUTH 02 DEGREES 02 MINUTES 12 SECONDS EAST ALONG THE EASTERLY LINE OF SAID DOCUMENT NO. R92-50126, 658.77 FEET TO A POINT ON SAID SOUTH LINE OF THE NORTHEAST QUARTER; THENCE SOUTH 87 DEGREES 54 MINUTES 24 SECONDS WEST ALONG SAID SOUTH LINE OF THE NORTHEAST QUARTER, 2251.22 FEET TO THE POINT OF BEGINNING;
AND ALSO EXCEPTING THAT PORTION DEDICATED FOR INTERSTATE ROUTE 55;
ALSO:
THE SOUTH HALF OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY OF, AND ADJOINING, THE WESTERLY LINE OF FEDERAL AID

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INTERSTATE ROUTE 55; EXCEPT THE SOUTH 1351.00 FEET OF THE WEST 840.83 FEET THEREOF; ALSO EXCEPT THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 21; THENCE SOUTH 87 DEGREES 54 MINUTES 24 SECONDS WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 166.40 FEET TO THE WEST LINE OF SAID FRONTAGE ROAD ON THE WEST SIDE OF INTERSTATE 55 AND THE POINT OF BEGINNING; THENCE SOUTH 02 DEGREES 03 MINUTES 30 SECONDS EAST ALONG SAID WEST LINE OF THE FRONTAGE ROAD A DISTANCE OF 380.90 FEET; THENCE SOUTH 87 DEGREES 54 MINUTES 24 SECONDS WEST PARALLEL WITH SAID NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 21 A DISTANCE OF 276.47 FEET; THENCE NORTH 02 DEGREES 03 MINUTES 30 SECONDS WEST PARALLEL WITH SAID WEST LINE OF THE FRONTAGE ROAD A DISTANCE OF 380.90 FEET TO SAID NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 21; THENCE NORTH 87 DEGREES 54 MINUTES 24 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 276.47 FEET TO SAID POINT OF BEGINNING;
ALSO:
THE NORTH HALF OF SECTION 28, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY OF, AND ADJOINING, THE WESTERLY LINE OF FEDERAL AID INTERSTATE ROUTE 55; EXCEPT THE SOUTH 330.00 FEET OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 28;
ALL IN WILL COUNTY, ILLINOIS.

EXHIBIT A-1

DEPICTION OF SUBJECT PROPERTY
(PLATS OF ANNEXATION)

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EX.	JACOB & HEFNER ASSOCIATES, INC.	ANNEXATION EXHIBIT	
E038	ENGINEERS • SURVEYORS	RIDGEPORT LOGISTICS CENTER	
1"=400'	1901 S.Meyers Road, Suite 350 OAKBROOK TERRACE, IL 60181 PHONE: (630) 652-4600 FAX: (630) 652-4601	RIDGE PROPERTY TRUST	
		WILMINGTON, ILLINOIS	No. Description Date 3/11/10

EXHIBIT B

LEGAL DESCRIPTION FOR LARGE SCALE PLANNED INDUSTRIAL DISTRICT

THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 17 (EXCEPTING THAT PART DEDICATED TO THE PEOPLE OF THE STATE OF ILLINOIS FOR THE PURPOSE OF A PUBLIC HIGHWAY RECORDED IN BOOK 1241, PAGE 145 AS DOCUMENT NO. 738997) LYING SOUTH AND EAST OF THE RIGHT-OF-WAY OF THE RAILROAD AS NOW LOCATED, (EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 17, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE DUE WEST ALONG THE CENTER LINE OF STATE ROUTE NO. 31, FOR A DISTANCE OF 1080.53 FEET; THENCE SOUTH 37 DEGREES 36 MINUTES WEST, FOR A DISTANCE OF 44.13 FEET TO THE INTERSECTION OF THE EXISTING SOUTH RIGHT-OF-WAY LINE OF STATE AID ROUTE NO. 31 AND THE EXISTING SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE GULF, MOBILE AND OHIO RAILROAD COMPANY, SAID INTERSECTION BEING THE POINT OF BEGINNING; CONTINUING THENCE SOUTH 37 DEGREES 36 MINUTES WEST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE GULF, MOBILE AND OHIO RAILROAD COMPANY, FOR A DISTANCE OF 103.21 FEET; THENCE SOUTH 80 DEGREES 15 MINUTES 30 SECONDS EAST, FOR A DISTANCE OF 96.50 FEET; THENCE NORTH 02 DEGREES 20 MINUTES EAST FOR A DISTANCE OF 98.18 FEET TO SAID EXISTING SOUTH RIGHT-OF-WAY LINE OF STATE AID ROUTE NO. 31; THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY FOR A DISTANCE OF 36.10 FEET, MORE OR LESS, TO THE POINT OF BEGINNING); (ALSO EXCEPTING THEREFROM THE NORTH 40 RODS (660 FEET) OF THE EAST 40 RODS (660 FEET) OF SAID EAST HALF OF THE NORTHEAST QUARTER OF SECTION 17, IN TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN;
ALSO:
THE NORTH 58 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN;
ALSO:
THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN;
ALSO:
THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THAT PART DEDICATED TO THE PEOPLE OF THE STATE OF ILLINOIS FOR THE PURPOSE OF A PUBLIC HIGHWAY RECORDED IN BOOK 1241, PAGE 201 AS DOCUMENT NO. 741373;
ALSO:
THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN;
ALSO:
THE EAST HALF OF SECTION 16, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN,
EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS: THAT PART THEREOF LYING NORTHERLY AND NORTHEASTERLY OF THE SOUTHWESTERLY LINE OF RELOCATED LORENZO ROAD PURSUANT TO DOCUMENT R2002-100752; THAT PART SITUATED WITHIN THE RIGHT-OF-WAY OF THE WEST FRONTAGE ROAD ON THE WEST SIDE OF INTERSTATE ROUTE 55 PURSUANT TO SAID DOCUMENT R2002-100752; THAT PART LYING NORTH OF THE SOUTHERLY RIGHT-OF-WAY LINE OF LORENZO ROAD AS DEDICATED BY DOCUMENT NO. 740521; AND THAT PART THEREOF FALLING WITH-IN THE RIGHT-OF-WAY OF INTERSTATE ROUTE 55, ALSO EXCEPTING THEREFROM THE WEST 100.00 FEET OF THE FOLLOWING DESCRIBED TRACT: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 16; THENCE WEST ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 2389.57 FEET TO AN IRON PIN, WHICH IS THE POINT OF BEGINNING; THENCE SOUTH AT AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS TO THE LEFT OF A PROLONGATION OF THE LAST DESCRIBED COURSE AT THE LAST DESCRIBED POINT FOR A

DISTANCE OF 243.71 FEET, TO AN IRON PIN; THENCE WEST AT AN ANGLE OF 90 DEGREES 00 MINUTES TO THE RIGHT OF A PROLONGATION OF THE LAST DESCRIBED COURSE AT THE LAST DESCRIBED POINT FOR A DISTANCE OF 208.71 FEET, TO AN IRON PIN; THENCE NORTH AT AN ANGLE OF 90 DEGREES 00 MINUTES TO THE RIGHT OF A PROLONGATION OF THE LAST DESCRIBED COURSE AT THE LAST DESCRIBED POINT FOR A DISTANCE OF 243.71 FEET TO AN IRON PIN ON THE NORTH LINE OF SECTION 16 (CENTERLINE OF LORENZO ROAD); THENCE EAST ALONG SAID NORTH LINE A DISTANCE OF 208.71 FEET TO THE POINT OF BEGINNING.
ALSO:
THE NORTH HALF OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN,
EXCEPTING THEREFROM THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 21;
ALSO EXCEPTING THEREFROM THE EAST 539.50 FEET OF THE WEST 548.00 FEET OF THE NORTH 528.68 FEET
OF THE SOUTH 1520.00 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 21;
ALSO EXCEPTING THEREFROM THE WEST 548.00 FEET OF THE SOUTH 991.32 FEET OF THE EAST HALF OF NORTHWEST QUARTER OF SAID SECTION 21;
ALSO EXCEPTING THEREFROM THE EAST 363.00 FEET OF THE WEST 911.00 FEET OF THE SOUTH 197.00 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 21;
ALSO EXCEPTING THEREFROM THE NORTH 1.00 FEET OF THE SOUTH 198.00 FEET OF THE EAST 117.00 FEET OF THE WEST 665.00 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 21;
ALSO EXCEPTING THEREFROM THAT PART OF THE NORTH HALF OF SAID SECTION 21, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 21; THENCE SOUTH 87 DEGREES 54 MINUTES 24 SECONDS WEST 299.31 FEET, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, TO ITS INTERSECTION WITH THE CENTER OF AN EXISTING DRAINAGE DITCH; THENCE THE FOLLOWING 14 COURSES ALONG SAID CENTER OF AN EXISTING DRAINAGE DITCH; 1) NORTH 50 DEGREES 50 MINUTES 56 SECONDS EAST 46.05 FEET; 2) THENCE NORTH 49 DEGREES 03 MINUTES 56 SECONDS EAST 28.72 FEET; 3) THENCE NORTH 71 DEGREES 09 MINUTES 45 SECONDS EAST 61.66 FEET; 4) THENCE NORTH 57 DEGREES 32 MINUTES 40 SECONDS EAST 47.50 FEET; 5) THENCE NORTH 70 DEGREES 46 MINUTES 02 SECONDS EAST 68.73 FEET; 6) THENCE NORTH 64 DEGREES 14 MINUTES 53 SECONDS EAST 82.22 FEET; 7) THENCE NORTH 65 DEGREES 51 MINUTES 04 SECONDS EAST 116.11 FEET; 8) THENCE NORTH 67 DEGREES 09 MINUTES 45 SECONDS EAST 139.36 FEET; 9) THENCE NORTH 63 DEGREES 17 MINUTES 41 SECONDS EAST 67.71 FEET; 10) THENCE NORTH 68 DEGREES 00 MINUTES 28 SECONDS EAST 205.43 FEET; 11) THENCE NORTH 71 DEGREES 19 MINUTES 40 SECONDS EAST 78.05 FEET; 12) THENCE NORTH 60 DEGREES 07 MINUTES 50 SECONDS EAST 151.11 FEET; 13) THENCE NORTH 13 DEGREES 29 MINUTES 27 SECONDS EAST 141.67 FEET; 14) THENCE NORTH 09 DEGREES 16 MINUTES 23 SECONDS EAST 86.79 FEET; THENCE NORTH 87 DEGREES 54 MINUTES 52 SECONDS EAST 61.76 FEET TO THE WESTERLY LINE OF THE PROPERTY CONVEYED BY DOCUMENT NO. R87-59009; THENCE SOUTH 11 DEGREES 50 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 235.06 FEET; THENCE DUE SOUTH FOR A DISTANCE OF 413.87 FEET; THENCE DUE EAST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER FOR A DISTANCE OF 340.40 FEET; THENCE NORTH 87 DEGREES 54 MINUTES 24 SECONDS EAST 149.08 FEET; THENCE NORTH 02 DEGREES 01 MINUTES 19 SECONDS EAST 659.90 FEET TO THE NORTHWEST CORNER OF A PARCEL OF LAND DESCRIBED BY DOCUMENT NO. R91-71512; THENCE NORTH 87 DEGREES 58 MINUTES 19 SECONDS EAST ALONG THE NORTH LINE OF SAID DOCUMENT NO. R91-71512 AND THE NORTH LINE OF DOCUMENT NOS. R92-50127 AND R92-50126, 992.52 FEET TO THE NORTHEAST CORNER OF SAID DOCUMENT NO. R92-50126; THENCE SOUTH 02 DEGREES 02 MINUTES 12 SECONDS EAST ALONG THE EASTERLY LINE OF SAID DOCUMENT NO. R92-50126, 658.77 FEET TO A POINT ON SAID SOUTH LINE OF THE NORTHEAST QUARTER; THENCE SOUTH 87 DEGREES 54 MINUTES 24 SECONDS WEST ALONG SAID SOUTH LINE OF THE NORTHEAST QUARTER, 2251.22 FEET TO THE POINT OF BEGINNING;
AND ALSO EXCEPTING THAT PORTION DEDICATED FOR INTERSTATE ROUTE 55;
ALSO:

THE SOUTH HALF OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY OF, AND ADJOINING, THE WESTERLY LINE OF FEDERAL AID INTERSTATE ROUTE 55; EXCEPT THE SOUTH 1351.00 FEET OF THE WEST 840.83 FEET THEREOF; ALSO EXCEPT THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 21; THENCE SOUTH 87 DEGREES 54 MINUTES 24 SECONDS WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 166.40 FEET TO THE WEST LINE OF SAID FRONTAGE ROAD ON THE WEST SIDE OF INTERSTATE 55 AND THE POINT OF BEGINNING; THENCE SOUTH 02 DEGREES 03 MINUTES 30 SECONDS EAST ALONG SAID WEST LINE OF THE FRONTAGE ROAD A DISTANCE OF 380.90 FEET; THENCE SOUTH 87 DEGREES 54 MINUTES 24 SECONDS WEST PARALLEL WITH SAID NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 21 A DISTANCE OF 276.47 FEET; THENCE NORTH 02 DEGREES 03 MINUTES 30 SECONDS WEST PARALLEL WITH SAID WEST LINE OF THE FRONTAGE ROAD A DISTANCE OF 380.90 FEET TO SAID NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 21; THENCE NORTH 87 DEGREES 54 MINUTES 24 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 276.47 FEET TO SAID POINT OF BEGINNING;

ALSO:

THE NORTH HALF OF SECTION 28, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY OF, AND ADJOINING, THE WESTERLY LINE OF FEDERAL AID INTERSTATE ROUTE 55; EXCEPT THE SOUTH 330.00 FEET OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 28;

ALL IN WILL COUNTY, ILLINOIS.

EXHIBIT B-1

DEPICTION OF LARGE SCALE PLANNED INDUSTRIAL DISTRICT

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EX.
E038
1"=400'

JACOB & HEFNER ASSOCIATES, INC.
ENGINEERS • SURVEYORS
1901 S.Meyers Road, Suite 350
OAKBROOK TERRACE, IL 60181
PHONE: (630) 652-4600
FAX: (630) 652-4601

ANNEXATION EXHIBIT
RIDGEPORT LOGISTICS CENTER
RIDGE PROPERTY TRUST
WILMINGTON, ILLINOIS

No.	Description	Date
		2/11/10

EXHIBIT B-2

LARGE SCALE PLANNED INDUSTRIAL DISTRICT

9.04 LARGE SCALE PLANNED INDUSTRIAL DISTRICT

1. **Purpose**. The purpose of a Large Scale Planned Industrial District is to permit a method for the development of large-scale industrial projects of the highest quality which would not be possible under the strict application of other sections of this Ordinance and to further provide Developers with flexibility to develop complex industrial projects in an efficient use of land resulting in more economic networks of utilities, streets and other facilities that promotes the public health, safety and welfare of the community.

2. **Minimum Land Area.** A Large Scale Planned Industrial District shall be approved only for a contiguous tract of parcels of eight hundred (800) acres or more, under single ownership or unified development control at the time the initial rezoning to the Large Scale Planned Industrial District occurs.

3. **Planned Development.** All land in this Large Scale Planned Industrial District shall be developed under this District as a Planned Development under the terms herein. All map amendments, Special Use Permits and Concept Plans applied for under this Section 9.04 shall be applied for and governed pursuant to the provisions of this Section 9.04.

4. **Permitted Uses.** The following uses are expressly permitted on the Subject Property (including all sub-surface space created by the limestone mining operation). No building, structure, subsurface space, or premises shall be erected, altered, enlarged, occupied, or used, except as otherwise provided herein, for other than one or more of the following permitted uses:

   A. Any use permitted in the I-4 Limited Industrial District.
   B. Any use whose primary function is light manufacturing, fabricating, assembly, processing or treatment of goods and products (including those involved in the storage of flammable liquids, gases and chemicals as their primary use), but excluding those involved in the compounding and processing of flammable liquids, gases and chemicals as their primary use.
   C. Lumber yard (with retail sales center).
   D. Automobile, truck and trailer manufacturing, repair and distribution.
   E. Cartage or express facilities.
   F. Motor freight terminals defined as facilities used for the transfer of goods, but with limited storage of goods. Motor freight terminals shall be limited to not more than seven (7) percent of the Subject area
   G. Warehousing and distribution facilities.

H. Business, professional and technical schools and training facilities.
I. Union halls and trade associations.
J. Research and engineering laboratories and facilities.
K. Accessory uses which are necessary to the conduct of the permitted uses herein including but not limited to office use, indoor and outdoor storage of materials and maintenance facilities for permitted uses; provided however they are operated and maintained under the same ownership, on the same lot as the permitted use, and do not include structures or features inconsistent with the permitted uses.

5. **Standards for Permitted Use.** All permitted uses are subject to the following conditions:

A. All Permitted Uses shall conform to the standards set forth herein.
B. No outdoor storage or outdoor processing shall be allowed within three hundred (300) feet of a residence or a Residential District. Outdoor storage or outdoor processing allowed in this District may be open to the sky but shall be screened by landscaping and a berm, consistent with the City landscaping requirements, or enclosed by a solid wall or fence (including solid doors or gates thereto) at least eight (8) feet high alone with appropriate landscaping. The aforementioned screening restrictions shall apply to open off-street loading to and from enclosed structures where fronting/facing an arterial street or a Residential District or a residential lot to reduce the impacts of noise, lights, running engines and late night activities.

6. **Special Uses.** The following uses shall be permitted only if specifically authorized by the City in accordance with the provisions of this Section 9.04:

A. Intentionally Deleted.
B. Travel plaza, or truck or car wash (provided however, truck washes or fueling pumps accessory to a permitted use shall be considered a permitted use in this district notwithstanding any other ordinance to the contrary). "Travel Plaza" shall mean a retail business that provides auto and/or truck fuel, the retail sale of convenience items, one or more restaurants and which includes more than four (4) fuel islands and more than eight (8) fueling positions.
C. Recycling facilities which process non-special, as defined by appropriate State and Federal government agencies, nonputrescible material (material that cannot be decomposed by biological methods) for subsequent use in the secondary market. Further, a Recycling Facility shall be defined as an operation that separates or aggregates household or household-like materials including, but not limited to, glass bottles, aluminum or tin cans, newspapers or other paper, textiles, cardboard for reuse or for conversion into new materials or products. Material arriving at the site may contain only de minimus amounts of other non-hazardous solid wastes, which must be disposed of. In no event shall any Pollution Control Facilities (as defined herein) be allowed. As used herein, "Pollution Control Facilities" shall mean: any waste storage site, waste transfer station, waste treatment facility or waste incinerator, but specifically excluding therefrom those facilities that are not considered to be pollution control facilities according to Section 3.330 of the Environmental Protection Act, 415 ILCS 5/1 et. seq., but specifically excluding any permitted uses or special uses hereunder.
D. Processing of flammable gases, liquids and chemicals as a principal use.
E. Concrete batch plant.
F. Underground mining and/or the underground extraction of minerals, sand, gravel, topsoil, or other aggregates, including above-ground equipment, above-ground buildings, or

above-ground structures for processing, screening, crushing, mixing, washing, or storage, provided that:

i. The mine design and construction plans are prepared by a licensed engineer utilizing the appropriate surveys, tests and calculations to ensure the safe construction and operation of the mine.
ii. The mine design provides for safe and adequate access to and from the mine for equipment, employees and aggregate extraction.
iii. The design of the mine complies with all Mine Safety and Health Administration (MSHA) requirements.
iv. The design, construction and operation of the mine will not allow subsidence that can cause surface injury or material property damage to surface improvements.
v. The latest technology will be utilized to reasonably minimize noise, vibration, fumes particulates, smoke and dust.
vi. The mine operator will meet any insurance requirements that are customary at the time of operation and name the City as an additional insured entity on an insurance certificate.
vii. No shaft is less than one hundred fifty (150) feet from any public road or fifty (50) feet from any side and rear property line measured horizontally.
viii. All buildings or structures are located not less than one hundred fifty (150) feet from any property line.
ix. The border of the property shall be screened with an eight (8) foot high earthen berm except at such locations as are necessary for entrances for vehicular traffic or rail access or that are otherwise adjacent to and facing a railyard.
x. A plan of development for the reclamation of land is provided as part of the application for a building permit for mining.
xi. The use of blasting or other uses of explosives is permitted, provided, it conforms to the following standards:
    a. The use, handling, detonation of explosives (sometimes referred to as "blasting") in connection with said quarrying operations shall be under the direct supervision of persons having the requisite experience and knowledge to conduct such operations with safety. If such persons are hereafter required to be licensed by any Federal agency or by the State of Illinois, such persons shall meet the licensing requirements and obtain such license.
    b. The use storage of explosives shall be in accordance with all applicable Federal and State laws and regulations and shall be stored in magazines, buildings, or structures which shall meet the safety requirements of such laws and regulations.
    c. Blasting procedures shall be in accordance with modern techniques and best mining industry practices and regulations. Unless more stringent regulations otherwise exist, a shot shall consist of a series of drill holes containing quantities of explosives fired or detonated in sequences of multiple delays at intervals of milliseconds, so as to counteract and reduce the ground motion or earthborn vibrations from each successive detonation (sometimes referred to as "short-period delay blasting"). Blasting procedures shall be designed, on the basis of maximum charge per delay (that is, quantity of explosives in pounds per detonation) and distances in feet, so that the maximum ground vibration intensity shall not exceed 0.5 inches per second of ground particle velocity resulting from any shot or blast measured by any one of the three mutual

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perpendicular planes of ground motion as recorded at the nearest existing building.

d. Blasting procedures shall be subject to and comply with the applicable lawful requirements of the Illinois Pollution Control Board, Illinois Department of Natural Resources, Mine Safety and Health Administration (MSHA) of the United States Department of the Interior, and any other governmental agency having jurisdiction thereof.

e. Blasting procedures shall be in conformity with approved safety regulations, customs, and practices generally accepted in the quarrying industry, and the safety regulations of governmental agencies having jurisdiction thereof.

f. Compliance with the provisions of these regulations governing blasting procedures and quarrying operations shall be subject to review and inspection by authorized City officials, upon reasonable prior notice and during reasonable business hours.

g. The actual detonation of any blast will be restricted to the local time period between 1:00 p.m. and 4:30 p.m. Monday through Saturday of each week. A blast notification plan shall be required to provide the City and adjacent property owners notice of the blasting schedule. No blasting shall take place on Sunday or on the following legal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

xii. Trucks used in hauling materials from the site of excavation shall be loaded in such a manner as to prevent spillage onto the public roadway and shall comply with IDOT regulations and the Illinois Vehicle Code. Any spillage or tracking of material on said roadways shall be removed from said public roadways as needed to maintain a safe vehicular driving operation and a safe driving surface. At a minimum, the public roadway for a minimum of one half mile accessing the site shall be reviewed for said spillage or tracking of material at least once during each day of operation. All generally accepted industrial safety precautions shall be practiced and observed during such process of removal. Access ways and on-site roads shall be maintained in a dust-free condition using sweepers, water trucks or other appropriate methods of dust suppression.

xiii. The holder of a permit hereunder shall ensure the structural safety of all building foundations and the safe and continued use of all wells, on surrounding properties located within one and one half (1½) miles of the boundaries of the parcel on which the mining operation is located and shall for the first year in which the permit is in effect be required to deposit into an escrow account with the City the amount of twenty-five thousand dollars ($25,000) to guarantee the repair or replacement of any foundations and wells reasonably determined by the City's engineers to have been adversely affected as a result of such mining operations. The amount required to be maintained in such escrow shall increase by five thousand dollars ($5,000) for each of the subsequent five (5) years after the first year in which the permit is in effect (with the additional deposit due on each applicable anniversary date, such that after five (5) years a total of fifty thousand dollars ($50,000) shall be on deposit at all times in which a permit is outstanding). Upon any disbursement under the escrow for amounts reasonably determined by the City's engineers for repair or replacement costs as provided above, the holder of the permit shall be required to replace any amounts so disbursed; provided, however, the holder of the permit shall also have the right to thereafter object to any determination by the City's engineers hereunder. No

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extraction operation shall be conducted in such a manner that the groundwater table of surrounding properties is harmfully lowered. Water pumped from the site for the purpose of washing of vehicles and or product produced on site shall be retained in a settling pond until the silt and clay settles prior to the water being recycled in the area affected.

xiv. Noise, Dust and Odor.

a. The noise level originating from a mining operation shall comply with the performance standards set forth in the standards adopted by the Illinois Pollution Control Board, as from time to time amended; provided, however, that day time hours be defined as six o'clock (6:00) a.m. to seven o'clock (7:00) p.m. from April 1st until November 1st and from six o'clock (6:00) a.m. to six (6:00) p.m. during the rest of the year.

b. The mine operator shall use best efforts to minimize dust utilizing commercially accepted mining and loading practices. The release of particulate emissions shall also comply with the performance standards in the standards adopted by the Illinois Pollution Control Board, as from time to time amended.

c. Operations shall be conducted so that noise levels and air and water quality standards comply with all applicable Federal and State standards and/or regulations.

xv. Any such grant shall allow blasting consistent with all City, Will County and State of Illinois standards and shall also be subject to the following additional terms and conditions:

a. Appropriate dust control shall be utilized including but not limited to water trucks and dust control materials on any haul roads; and

b. All mining and extraction shall be limited to underground operations; open quarrying of aggregate materials shall not be permitted (except for extraction incidential to construction of the underground mine, access shafts, ventilation shafts and other safety equipment and loading areas); and

c. With the exception of blasting required to permit a portal or other entrance or ventilation shaft, all blasting on the Subject Property shall be underground; and

d. Owner must complete pre-blast inspection of improvements and structures and a hydrological study of water wells upon the Subject Property and adjacent properties within one mile from the site of blasting, at Owner's cost, for those who may request the same. In such case, Owner shall select a third party inspection professional, reasonably approved by the City, to perform such inspections. Any damage to improvements, structures or wells which result from underground mining or blasting shall be paid by the Owner; and

e. Except for temporary storage, no explosive materials shall be stored on the surface of the Subject Property; and

f. Maximum ground particle velocity created by any blast shall not exceed a limit of .5 inches per second at the nearest building, nearest water well, nearest Water Tower, and the nearest water, sanitary sewer and storm water lines; and

g. A seismograph shall be installed and operated, at the expense of Owner, at the nearest building outside of the ownership or control of the Owner

(subject to obtaining requisite permission from such owner) and at such other location(s) as recommended by blast or hydrological reports; and

h. Specific information on each blast shall be continuously kept and maintained with copies of such records and all regulatory documents required by the State of Illinois to be provided to the City on a quarterly basis or on demand by the City if reasonable cause is shown; and

i. The City, at Owner's cost and expense, may engage a qualified mining/vibration consultant to review and approve Owner's application and plans for Special Use and any completed mining permit submittal, including but not limited to, vibration levels, mine design, hydrogeology studies and the reclamation plan; provided, however, the City shall not impose a permit fee for the construction of the mine itself (but excluding any buildings).

G. The underground mine area may be utilized for any use approved in Section 5 above immediately following the extraction of limestone; provided that a building and safety code specifically for such underground uses is in effect and any such area and its use is in compliance with all applicable City building and safety codes governing such underground use(s).

H. Cargo Container Storage. "Cargo container" shall mean a standardized enclosed vessel (with doors for loading and unloading) which may be loaded and unloaded to and from trains, trucks, ships and other modes of transportation and shall be allowed subject to the following terms and conditions:

i. Cargo Containers shall not be stacked more than four (4) high provided such stacking shall be no closer than 1000 feet from any residence or property zoned for residential use and is supported by the line of sight studies demonstrating such Cargo Containers can not be seen from the public roadways abutting such container yard in a manner similar to and demonstrated by the examples set forth on Exhibit "A";

ii. any such area shall be required to be screened in the manner similar to that set forth on Exhibit "A" with all landscaping, fencing, berming and wall materials to be subject to City approval;

iii. no single Cargo Container Storage area shall exceed 50 acres;

iv. Cargo Containers with hazardous materials contained inside shall not be stacked;

v. no Cargo Containers shall be modified, retrofitted or used on-site for any purpose other than storage;

vi. Cargo Containers may not be grouped more than 110 feet deep with such groupings separated by drive aisles of no less than thirty (30) feet in width or side by side in a manner parallel to the drive aisle provided such lateral placement does not exceed 110 feet in depth between drive aisles;

vii. vehicles entering or leaving the Cargo Container Storage area(s) shall be restricted to paved surfaces only and in each storage area there shall be constructed and maintained sufficient paved areas to permit all on-road vehicles to enter, exit, load, unload, maneuver and otherwise remain at all times on wholly paved surfaces within the storage area. Other than the paved surfaces aforesaid, the remainder of the storage area shall be paved or surfaced with not less than 12 inches of dust-retardant compacted gravel material;

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viii. Cargo Containers shall not be stored or stacked immediately adjacent to any entrance into the storage area which is adjacent to a public road but shall have a restricted area at the entrance to the storage area where no Cargo Containers may be stored or stacked of no less than twenty thousand (20,000) square feet;

ix. each Cargo Container, truck trailer container or truck chassis shall not be stored on the site for a period longer than six (6) months;

x. racking of a chassis shall be limited to fifty-seven (57') feet in height and chassis shall not be stacked more than five (5) units high and provided such stacking and racking is supported by the line of sight studies demonstrating such chassis can not be seen from the adjacent public roadways in a manner similar to and demonstrated by the examples set forth on Exhibit A;

xi. any business that engages in the maintenance and repair of Cargo Containers, not located within a storage facility, that removes Cargo Containers from the chassis, shall be subject to the same requirements as a Cargo Container Storage area. This may include facilities or operations engaged in the conversion of Cargo Containers for a secondary use or sale;

xii. Cargo Containers that become unsound, unstable or otherwise dangerous shall be immediately repaired or removed from the Subject Property, subject to the City's requirements;

xiii. All Cargo Containers visible to public rights of way shall be stored in a secure fashion with doors that are fully closed;

xiv. The Cargo Container Storage area shall be equipped with an Automatic Gate System.

I. Railroad Yard (including Intermodal Terminal Facilities) with switching stations and loading and unloading facilities (provided however, rail service to lots or building accessory to a permitted use shall be considered a permitted use), as well as all security and monitoring as required under applicable law.

J. Telephone exchange, cell communications and microwave relay tower;

K. Non-Traditional Building Structures. Allowing the use of nontraditional building structures subject to such specifications as set forth on Exhibit "B" for uses including but not limited to storage of raw materials (i.e. salt), mining, concrete plant, batch asphalt plant, agricultural uses, Rail Yard (as defined herein) or related activities to permit the complete or partial covering of such operations for the safety of the employees and protection of goods being handled.

7. **General Design Standards and Improvements Requirements.** The following minimum design standards shall be observed:

A. **Architectural Standards**.

General Design Guidelines.

1. Buildings should be oriented so the office spaces with higher levels of architectural detail are facing the public right-of-way.

2. While rooftop screening is not required in this section, efforts should be made to generally shield mechanical units with either architectural features of the building which shield the mechanical units from view of abutting public rights-of-way and abutting properties or by placing rooftop mechanical units no closer than sixty (60) feet from the building's edge.

B. **Building Exterior.**

1. The office and main entrance should be located together and shall be defined as an office space that has distinct architectural details but still architecturally tied to the rest of the structure.
2. The front yard corners shall have taller elements or architectural features resembling office spaces to break up the box appearance of industrial buildings.
3. Large building elevations consisting of continuous truck dock doors, trailer/container parking stalls and exit man-doors are specifically allowed.
4. Each component should be defined by horizontal and/or vertical articulation. Facade articulation may consist of reveals, use of door openings and dock equipment projections, and material and color variations. Exceptions may be permitted only where a specific architectural style offer other types of building form and facade articulation, as determined by the planning staff.

C. **Materials and Color**.

1. The buildings should be constructed of low maintenance materials to reduce the appearance of wear. Painted pre-cast concrete wall panels are the preferred "skin" material for the buildings.
2. Materials should be carefully selected in places of excessive wear and be shielded from contact with machinery and other objects.
3. The building colors shall consist of light, neutral colors for the main body of the facade to reduce the perceived size of the building. Darker colors that will contrast with the main body shall be used in accent or trim areas.
4. Avoid large amounts of glass and mirrored glass on the building and office space.
5. Metal-sided and/or roofed "pole barn" type buildings are not allowed except for existing facilities and those structures otherwise expressly allowed hereunder.
6. Insulated steel panels are acceptable when used for building expansion walls, building elevation changes, architectural features or in cold-storage facilities.

D. **Right-of-Way and Pavements.** All streets shall have a right-of-way width of not less than one (1) foot behind the back of the curb, and all cul-de-sacs shall have a minimum radius of sixty (60) feet. Said streets shall be provided with pavement and concrete curb and gutter. Public roadways shall include an 8' wide bike path on one side constructed of concrete, asphalt or other hard surface in lieu of sidewalks. The width of the streets shall be as reasonably required by the City depending upon the expected use of the street, to the extent not otherwise set forth in the annexation agreement. All such public streets shall have a minimum twenty (20) foot and maximum thirty (30) foot public utilities easement adjoining both sides of the designated right-of-way. The furtherest ten (10) feet from the right-of-way of said public utilities easement may be utilized for berming and storm water management, provided, however that no physical structures, other than required utilities, shall be located in said public utilities easement.

E. **Utilities.** All necessary utilities shall be installed meeting City specifications and the subdivision regulations of the City.

F. **Off-Street Parking.** Off-street parking shall be installed as otherwise required by City Ordinance, except that for employee parking. One (1) space shall be provided for each employee on the maximum shift. Customer or visitor automobile parking shall be provided with at least ten (10) spaces provided per building. All automobile parking may be provided with spot dimensions of nine (9) feet by eighteen (18) feet. Truck and trailer parking (including shipping containers on chassis) shall be permitted off street on any lot

with spot dimensions equal to ten (10) feet by fifty (50) feet or larger. Except however, the numbers or trucks and trailers (including shipping containers on chassis) permitted on any given lot shall not exceed1 per 1,000 square feet of gross building area located on the lot. Provided however, that a minimum number of off-street parking shall be provided to prevent trucks and trailers (including shipping containers on chassis) from parking and/or staging on public and/or interior streets.

The minimum pavement sections shall be as follows:

Heavy Duty Bituminous	Heavy Duty PCC
2.0" Surface Course	8.0" PCC Pavement
2.25" Binder Course	4.0" CA-6 Base Course
6.0" BAM	
4.0" CA-6 Base Course	
Light Duty Bituminous	**Light Duty PCC**
1.5" Surface Course	6.0" PCC Pavement
2.25" Binder Course	4.0" CA-6 Base Course
8.0" CA-6 Base Course	

G. **Loading Facilities.** Notwithstanding any other ordinance to the contrary, loading docks and related facilities on a building shall be permitted to face the street.

H. **Lot Area.** Minimum of one (1) acre. The minimum lot width shall be 200 feet and the minimum lot depth shall be 200 feet.

I. **Maximum Lot Coverage.** The maximum area occupied by all buildings on a single lot shall be subject to compliance with the regulations and set backs herein specified but in no event shall it exceed sixty (60) percent of the total area of the lot.

J. **Building Setback Requirements.** The following Building Setback requirements shall apply:

	Building	Parking	Trailer Parking or Dock Pavement	Railroad Siding or Spur Track
Front Yard & Corner Side Yard	50'-0"	35'-0"	50'-0"	60'-0"
Side Yard	30'-0"	10'-0"	10'-0"	15'-0"
Side Yard Adjacent to A Street	30'-0"	20'-0"	20'-0"	20'-0"
Rear Yard	30'-0"	10'-0"	10'-0"	15'-0"

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For purposes of this section, when a lot is bounded by more than one public street (Corner Side Yard), the owner may select what street shall be selected as the front of the building for purposes of determining where the Front Yard shall be located. The side of the lot not selected as the front shall be subject to the Side Yard setback requirements. All distances for setbacks on railroad sidings or spur tracks shall be measured from the centerline of the railroad siding or spur track.

K. **Building Height Limitation.** Building height shall not be limited. Except, however, if a building height exceeds fifty (50) feet, the Front Yard setback shall be increased by one (1) foot for each additional three (3) feet of building height with a maximum Front Yard setback of one hundred (100) feet. Notwithstanding the foregoing, no building height can exceed fifty (50) feet when it is within three hundred (300) feet of property zoned or used for residential purposes. For purposes of calculating building height, the base shall be the finished building floor; and towers, equipment and similar facilities attached to or part of a structure shall not be included. City approval shall be required for any building height in excess of one hundred fifty (150) feet.

L. **Distance Between Buildings.** To the extent not otherwise inconsistent with the setback restrictions contained herein, there shall be fifty (50) feet between any principal buildings on one or more lots.

M. **Distance of Building from Other Zoning Districts.** Where any lot in this District shall directly abut (not separated by a street) a Residential District or a residence lot, no building shall be located closer than three hundred (300) feet to the property line of the Residential District or residential lot. If a lot in this District is adjoining a business lot or a Commercial District, no building shall be located closer than fifty (50) feet to the property line of the Commercial District or business lot. The City landscaping requirements shall be complied with in the buffer area to provide adequate screening.

N. **Landscaping of Unsurfaced Areas.** The unpaved areas of each lot shall be landscaped. The landscaping to be provided on storm water detention areas, parks, greenway and entry features that shall be part of the development may be varied consistent with the following requirements:

a. Landscaping Purpose and Intent. These landscape standards are hereby established to create and maintain an aesthetically appealing community character that minimizes the negative impacts of vehicular traffic, parking lots, etc., and which incorporates human scale into the visual perception of the City. Specifically, these requirements are intended to beautify the public way; to increase the compatibility of adjacent uses by requiring a buffer or screening between uses; to minimize the adverse impact of noise, dust and headlight glare; to reduce topsoil erosion and storm water runoff; and to re-establish a canopy cover over the built environment to mitigate the effects of sun and wind so as to moderate extremes of temperature, provide shade, reduce wind velocity and conserve energy resources.

b. Applicability. The landscape standards set forth herein shall be applied to all approved landscape plans within the Planned Industrial District.

c. Required Landscape Plan. The landscape plan shall be drawn to an accurate engineering scale, and include a scale, north arrow, location map, original and revision dates, name and address of owner and site plan designer. Plans shall show all landscape areas and their uses, the number of plantings by type, the size of plantings at installation, the on-center spacing for hedges, the caliper size of

all trees at installation, existing vegetation and plantings, and proposed berming and fencing. Also included shall be all proposed/existing structures and other improvements, including but not limited to paved areas, berms, lighting, retention/detention areas and planting material. The landscape plan shall be sealed by a state registered Landscape Architect unless waived by the City.

d. Landscape provisions. The following provisions shall be deemed as the minimum requirements for the landscape plan. Additionally, a variety of planting material is desired and must be reflected in the landscape plan.

The following requirements shall apply to all parcels and are cumulative:

1. Stormwater facility requirement. For wet detention facilities, provide two canopy tree equivalents per 100 feet of high water line. A minimum of 25% of the required canopy tree equivalent shall be non-canopy tree planting material. Alternatively, such facilities may be designed as natural features, implementing native deep-rooted shoreline plantings that stabilize the soil, slow runoff, facilitate infiltration and decrease erosion, subject to specific approval by the City.
2. Street tree requirement. Provide one canopy tree per 50 feet of street frontage, in the parkway on each side of each public street. If it is not possible to locate these trees in the parkway, place them within the exterior yards next to the parkway pursuant to the required count. When located below power lines, however, street trees must be understory trees.
3. Setback area requirement. All required setback areas shall be planted in turf, native plantings, prairie grasses or other acceptable living groundcover.
4. Building Entrances. All primary building entrances shall have appropriate landscaped areas.
5. Parking Lot Interior Landscaping. One tree shall be provided for every twenty (20) parking spaces and shall be planted within the interior of the parking lot. Trees shall be located in landscape medians, which have a minimum area of 144 square feet. The landscape median shall be covered with shrubs, groundcover, turf, or organic mulch. Parking lot trees shall not be required in tractor / trailer parking lots or truck courts.
6. Parking Lot Perimeter Landscaping. When a parking lot or truck court is adjacent to a public right-of-way, a landscape buffer yard shall be provided and shall be the width of the parking lot setback. The bufferyard shall consist of one (1) shade tree, one (1) evergreen tree and ten (10) shrubs per 100 lineal feet of buffer yard. Landscaping requirements for the entire subdivided parcel may be averaged to accomplish an appropriate landscape plan.
7. Tree Preservation. No tree preservation requirements exist, however, Owner may apply credits for existing trees preserved within the site boundaries or other common areas based on a tree survey if Owner desires to do so.
8. Size of Plant Material. The size of plant material required by this ordinance shall be as follows:

Shade Tree – 2" caliper measured 6" above grade.

Evergreen Tree – 5' (five feet) tall

Ornamental Tree – 5' (five feet) tall

9. Substitutions. For the purpose of providing flexibility in the landscape design, substitutions may be allowed at the following rate:

   1 Shade Tree equals 1 Evergreen Tree

   1 Shade Tree equals 2 Ornamental Trees

   1 Shade Tree equals 10 Shrubs

10. On-Site Landscape Farm. The City will accept smaller plant materials than required above, provided the plant materials are grown within 3 miles of the required planting location.

O. **Fencing Regulations**. Site fencing shall be allowed to provide secured building and parking access to individual buildings within the Development. Fencing materials shall be specified on the approved drawings, and shall be limited to the following:

a. Front Yard. All fencing adjacent to public streets shall be decorative aluminum fencing unless otherwise approved by the City.
b. Side and Rear Yard. Fencing adjacent to side any rear-yards shall consist of chain link, decorative aluminum, concrete or masonry unless otherwise approved by the City.
c. The use of barbed wire or razor wire shall be permitted, but its use shall be limited to circumstances where a building or site requires higher security parameters.

P. **Sign Regulations.**

(i) General Provisions
   (a) Prior to installation of any sign, a permit shall be issued in accordance with this Section through the City Building Department.

(ii) Wall Mounted Signs
   (a) Maximum number allowed: One wall sign shall be permitted within a tenant space per street frontage.
   (b) Area: The allowable signage shall be one square foot per foot of tenant building frontage, up to a maximum of two hundred (200) square feet, or 2) fifty (50) square feet for each business that has a separate ground level principal entrance directly to the outside of the building onto a street, alley, courtyard, or parking lot.
   (c) Height: The maximum height shall not extend above the bottom of the roof line where the sign is located, unless the sign is a commercial billboard.
   (d) Illumination: If illuminated, signs shall be internally illuminated and there shall be no exposed neon tubing.
   (e) Design: Wall signs within a multiple tenant building shall be of common vertical height, elevation, scale and where possible a common opaque colored background.

(iii) Monument Signs.
   (a) Maximum number allowed: One monument sign per street frontage shall be permitted.
   (b) Area: Maximum area per sign face is eighty (80) square feet.
   (c) Height: The maximum sign height shall not exceed twelve (12) feet.

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(d) Illumination: Signs maybe internally or externally illuminated, there shall be no exposed neon tubing.

(e) Setback: Signs shall have a minimum ten (10) foot setback from a lot line. When the sign is located at the intersection of two (2) streets or a driveway, it shall not be located within the triangular area determined by a diagonal line connecting two (2) points measured along the property lines of the abutting streets or driveway, thirty (30) feet equidistant from the intersection of those property lines.

(f) Design: Multi tenant signs shall be designed with a common opaque colored background.

(g) Materials: Shall include a base constructed of brick, stone or, masonry materials and be matched in type and color to these materials used on the buildings on the premises if such materials are present. If a base is to be constructed of materials other than brick, stone, or masonry then it shall be fabricated of painted aluminum panels with aluminum angle iron framing and maximum 3/4" clear acrylic lettering and shall require the approval of the City Staff.

(h) Landscaping: A minimum of five (5) foot landscaped area consisting of trees, shrubs and ground covers shall be provided around the base of the sign.

(iv) Business Park Identification Signs

(a) Purpose: The sign shall show the name of the business park and may incorporate multi-tenant signage or other information necessary to the identification of the development or its occupants.

(b) Maximum number allowed: Each 500 acres included in a development phase shall have one (1) multiple identification sign located at a key entrance point or a key intersection.

(c) Area: The maximum sign face area shall be 250 square feet per side.

(d) Height: The maximum sign height shall not exceed thirty-five (35) feet.

(e) Illumination: Signs maybe internally or externally illuminated, there shall be no exposed neon tubing.

(f) Setback: Identification signs shall have a minimum twenty (20) foot setback from a lot line. When the sign is located at the intersection of two (2) streets or driveway, it shall not be located within the triangular area determined by a diagonal line connecting two (2) points measured along the property lines of abutting streets or driveway, forty (40) feet equidistant from the intersection of those property lines.

(g) Design: Multi tenant signs shall be designed with a common opaque colored background. Changeable face area signs are prohibited.

(h) Materials: Shall include a base constructed of brick, stone or, masonry materials and be matched in type and color to these materials used on the buildings on the premises if such materials are present. If a base is to be constructed of materials other than brick, stone, or masonry then it shall be fabricated of painted aluminum panels with aluminum angle iron framing and maximum 3/4" clear acrylic lettering and shall require the approval of the City Staff.

(i) Landscaping: A minimum of fifteen (15) foot landscaped area consisting of trees, shrubs and ground covers shall be provided around the base of the sign.

(v) On-Site Directional Signs

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(a) Purpose: The sign commonly associated with information and directions necessary or convenient for persons coming on the property, including signs marking entrances and exits, parking areas, one-way drives, restrooms, pick up and delivery areas, and the like. On site information signs shall be limited solely to such information and directions and shall be wall or ground mounted.

(b) Maximum allowed: Only as necessary to accomplish the intended purpose of such sign.

(c) Area: Individual signs shall not exceed twenty five (25) square feet in size.

(d) Height: Only as necessary to accomplish the intended purpose of such sign.

(e) Illumination: Only as necessary to accomplish the intended purpose of such sign.

(f) Setback: Shall have a minimum ten (10) foot setback from a lot line. When the sign is located at the intersection of two (2) streets or driveway, it shall not be located within the triangular area determined by a diagonal line connecting two (2) points measured along the property lines of abutting streets or driveway, thirty (30) feet equidistant from the intersection of those property lines.

(vi) Off-Site Directional Signs

(a) Purposes: Permanent off-site directional signs shall be utilized for vehicle routing within the park.

(b) The design, number, square footage, height and placement of these signs shall be governed by the Manual of Uniform Traffic Control Devices (MUTCD).

(vii) Commercial Billboards. Commercial billboards shall be allowed subject to applicable ordinances and regulations.

Q. **Illumination.** Building-mounted site illumination shall be limited to areas immediately adjacent to all building entrances, dock doors and exterior parking and storage areas. Freestanding site illumination fixtures shall be installed no closer than five (5') feet from any property line. The maximum height of freestanding fixtures shall not exceed the lesser of (i) 75% of the height of the principal building on the site or (ii) fifty (50) feet. All illumination fixtures shall be designed to conceal the source of illumination when viewed from all points other than directly beneath the source of illumination, and to ensure that no light is emitted above the horizontal plane of the bottom of the light fixture. This regulation shall not apply to freestanding illumination fixtures added to the site that are intended to accentuate landscape features, signage, or security areas. The amount of illumination at any property line shall not exceed 0.5 foot-candles except where required for public safety at points of ingress/egress.

R. **Site Access.** Each individual lot or principal building site shall have direct vehicular access to a paved public roadway or a paved private easement road.

S. **Approval Process**. Procedure: a large scale industrial development shall be granted in accord with the following procedures in lieu of the site plan procedures set forth in Section 150.19 of the city zoning ordinance and in lieu of the planned development procedures set forth in the city zoning ordinance. Applications shall be accompanied by the required plats and documents.

(1) Pre-Hearing Procedure, Conference. Prior to the filing of an application for approval of a large scale industrial development, the developer may at its election request an informal meeting with the plan commission to discuss the conceptual development of the land in conjunction with the city land use plan. The pre-hearing conference is not mandatory and does not require formal application, fee, or filing of a preliminary site plan.

(2) Preliminary Site Plan. A preliminary site plan for a large scale industrial development shall be submitted to the mayor and city council, who shall within fifteen (15) days after said submission refer same to the plan commission for public hearing, report, and recommendation as set forth below.

(a) Preliminary Site Plan Requirements. The preliminary site plan shall include, at a minimum, the following information and data:

(i) General boundaries delineating each potential building within generalized, un-dimensioned maximum permissible building areas.

(ii) Future public roadways shall be graphically delineated on the preliminary site plan. Private roads or access drives located on individual buildings lots need not be shown. Proposed roadway cross-sections for public roads must be shown on the plan; provided, however, pavement sections do not need to be shown on the roadway cross-sections.

(iii) The approximate location and approximate amount only of any planned permanent open space or conservation areas should be delineated on the preliminary site plan including any floodplains, wetlands, woodlands or other natural site features.

(iv) Any other improvements necessary to portray the overall preliminary site plan and guide the final site plan should be shown on the preliminary site plan.

(v) Intentionally Deleted.

(vi) The approximate location of stormwater management areas and estimated supporting data for their approximate location must be provided.

(vii) All existing conditions on the site, including site topography must be shown on the preliminary site plan.

(viii) A preliminary landscape plan including the landscaping of prototypical green spaces, stormwater management areas, typical parkways, and typical entry features shall be provided demonstrating general conformity with the green space requirements of the Large Scale Planned Industrial District. Additionally, typical landscape details shall be provided as a guide for building and yard area plantings that will be required during the final site plan approval.

(ix) Prototypical office entry features, building elevations and proposed color schemes may at owner's election be submitted in conjunction with the preliminary site plan, and shall be approved by the city if substantially consistent with the architectural standards set forth above

(b) Preliminary Site Plan Procedure.

(i) The plan commission shall hold a public hearing on the preliminary site plan application at its next available meeting but in any event within thirty (30) days after the referral by the city council to the plan commission pursuant to the provisions above, and after giving

notice of the time and place not more than thirty (30) nor less than fifteen (15) days before the hearing publishing a notice thereof at least once in newspaper published or having general circulation within the city. The plan commission will hold a special meeting if necessary to accomplish the foregoing, with developer to be responsible for the incremental logistical costs of proceeding with a special meeting.

(ii) Copies of the preliminary site plan application and supporting data shall be submitted to the city engineer and city planner for certification as to substantial conformity with these regulations, applicable city ordinances, and any relevant annexation agreement given the preliminary nature of the submittal (hereinafter the "Relevant Preliminary Site Plan Standard"). The city engineer and city planner shall make recommendations and suggestions regarding means to bring the overall design into conformity with the relevant preliminary site plan standard if necessary.

(iii) Following the public hearing and review of the preliminary site plan and supporting data for substantial conformity to the relevant preliminary site plan standard, the plan commission shall, within thirty-five (35) days recommend approval, modification, or disapprove and the reasons therefore, to the mayor and city and council.

(iv) As a condition to the approval of the preliminary site plan from the plan commission, the plan commission shall also set forth in a separate communication to the mayor and city and council, findings of fact regarding the submittal's substantial conformity with the relevant preliminary site plan standard, on which they base the approval.

(v) The mayor and city and council, after receipt of the preliminary site plan from the plan commission, shall at its next regularly scheduled meeting approve, modify, or disapprove. In the case of approval, or approval with modification, the city council shall pass an ordinance approving the preliminary site plan and indicate their approval upon the preliminary site plan, and arrange zoning modifications as necessary. The city council may require such special conditions which shall be limited to those reasonably necessary to assure substantial conformance with the relevant preliminary site plan standard.

(vi) Approval of a preliminary site plan shall not constitute approval of the final site plan, any specific site plan, or any building or construction plans. Rather it shall be deemed an expression of approval upon which the developer may rely to the overall design submitted on the preliminary site plan and a guide to the preparation of the final site plan which will be submitted for approval of the city upon the fulfillment of the requirements of these regulations and conditions of the preliminary site plan approval, if any. Final site plans shall be approved if they substantially conform to the purpose and intent of these regulations, applicable city ordinances, any relevant annexation agreement, and the preliminary site plan approval, and in the event of a conflict among the aforesaid, the

preliminary site plan approval shall govern (hereinafter the "Relevant Final Site Plan Standard").

(vii) Notwithstanding anything contained herein to the contrary, a preliminary site plan and final site plan may be filed and approved simultaneously. Both preliminary site plan and final site plan approval may be sought and granted in multiple phases, with preliminary site plan approval for an area to be followed by phased final site plan approvals for portions of the area which previously obtained preliminary site plan approval. In connection therewith, it shall be permissible hereunder for a preliminary site plan to be granted for some or all of the entire development, with final site plan approval thereafter sought and granted in multiple phases (and/or on a building-by-building basis).

(c) Final Site Plan Approval. A final site plan (on a phased or building-by-building basis, if applicable, as provided above) shall be required to be submitted and approved by the city council, upon recommendation of the plan commission, prior to the issuance of any building permit specifically associated with an individual building site. The city shall review building permit applications and related civil engineering concurrently with the final site plan approval process.

(i) Final Site Plan Requirements. The final site plan (with respect to such phase or building site) shall designate, at a minimum, the following:

a. Topography of the site as the same will exist upon completion of the contemplated development or improvement at one foot elevation intervals;

b. Location, arrangement, maximum exterior height dimensions and exterior materials of all permanent buildings and aboveground structures including general architectural elevations of the proposed structure, to the extent not previously reviewed and approved in conjunction with the preliminary site plan approval;

c. Location, arrangement and typical dimensions of vehicle parking spaces, typical width of aisles, typical bays and angle of parking, together with the type of parking surface;

d. Location and typical dimensions of vehicular entrances, exits and driveways;

e. Location and typical dimensions of pedestrian entrances, exits, walks and walkways;

f. Location and typical dimensions of the specific storm or surface water drainage system to serve the site, together with connections to off-site drainage facilities and Top of Foundation elevations (T/F) or Finished Floor elevations (FF) with High Water Level elevations (HWL) for detention ponds and Stormwater Management Report;

g. Location, size, height and orientation of project monument signs. At the owner's election, building signs may be approved in conjunction with the final site plan approval process, and in the event of a conflict between the building signs permitted under city ordinances and larger or more numerous signs that are

approved as part of the final site plan approval process, the final site plan approval shall govern;

h. Lighting plan showing location and ground level foot candle levels up to 50' beyond the property line (or, at the option of developer, to be submitted separately at a later time);
i. Location and dimensions of all stormwater retention ponds and facilities;
j. Location, arrangement and dimensions of vehicle loading and unloading spaces, areas and docks;
k. Location, dimensions and materials of walls and fences to the extent not previously reviewed and approved in conjunction with preliminary site plan approval;
l. Landscaping plans showing the size, species and location of all plant material to be provided for all buildings, parking areas, yards, parkways and other site areas required to be landscaped;
m. Maximum permissible building areas;
n. Location, pipe size, and invert elevations shall be shown on a civil utility plan for each site outlining water lines, sanitary sewers, storm sewers, and associated structures.

(ii) Final Site Plan Procedure.

a. The plan commission shall require the city engineer and city planner to examine and review the final site plan solely for the purpose of determining whether the same is substantially consistent with the relevant final site plan standard, and submit his/her written recommendation of approval, denial or modification to the plan commission. The plan commission shall review the proposed site plan at its next available meeting, and in any event within 35 days of receipt of a final site plan application shall promptly make its recommendations to the city council as to such substantial consistency. The plan commission shall hold a special meeting if necessary to accomplish the foregoing, with developer to be responsible for the incremental logistical costs of proceeding with a special meeting.
b. In all cases within 35 days of the date of the plan commission's recommendation, the city council shall make the final decision as to the approval or denial of a final site plan based upon its substantial conformity with the relevant final site plan standard, and shall consider in its decision the recommendation of the plan commission, city engineer, and city planner. The city council may hold a special meeting if necessary to accomplish the foregoing, with developer to be responsible for the incremental logistical costs of proceeding with a special meeting. Upon city council approval of the final site plan, the city shall issue all building permits and approve all related civil engineering permits.

(iii) Neither preliminary site plans or final site plans shall be recorded with the county recorder of deeds.

(iv) Final Subdivision Plat. Municipal subdivision plat approval shall be required only in those instances where a subdivision of land has occurred which is not exempt from the municipal plat approval requirements in the Illinois Plat Act.

a. Final Subdivision Plat Requirements. The final subdivision plat shall conform substantially with the approved final site plan. The final subdivision plat requirements for a large scale industrial development shall be the same as those established in the city of Wilmington subdivision ordinance and other city ordinances as modified by any relevant annexation agreement as well as the final site plan approval.

b. Final Subdivision Plat Procedure. The final subdivision plat procedure for a large scale industrial development shall be the same as those established in the city of Wilmington subdivision ordinance and other city ordinances as modified by any relevant annexation agreement, and, at the discretion of the developer, may be filed and approved simultaneously with the preliminary site plan and/or preliminary subdivision plat. Concurrent with the recording of the final subdivision plat, all other plats of easement or dedication that are required to serve the development as planned shall be approved.

c. Both preliminary subdivision plat and final subdivision plat approval and related engineering may be sought and approved in multiple phases, with preliminary subdivision plat approval for a large area to be followed by phased final subdivision plat approval for portions of the area which previously obtained preliminary subdivision plat approval.

(v) Notwithstanding anything contained herein or in other city ordinances to the contrary, permits to allow mass grading of any portion of a development in the Large Scale Planned Industrial District zoning district shall be issued upon city approval of relevant civil engineering regardless of whether preliminary site plan approval, final site plan approval, or any subdivision reviews or approvals have occurred.

(vi) Changes in the Large Scale Industrial Development. The large scale industrial development project shall be developed only in substantial compliance with the approved final site plan. The final site plan shall be binding on applicant, their successors, grantees, and assigns and shall limit and control the use of premises and location of structures, unless changes are approved pursuant to the provisions hereof.

(a) Major Changes. Changes which substantially alter the preliminary site plan or intent of the development may be approved only by submission of a new preliminary site plan and supporting data and following the "Preliminary Site Plan" approval steps. Subject to the exceptions and standards set forth below, major changes are defined as those which substantially change the maximum permissible building areas delineated on the preliminary site plan in a manner which materially and adversely affects the location of public roadways or substantially changes the classification or location of any proposed public roadways in a manner which materially and adversely affects traffic volumes or turning movements on major arterial roads. A change to a site plan hereunder shall be deemed approved and shall not constitute a major change to the extent that the "leverage" (i.e. the maximum permissible building area) does

not exceed fifty percent (50%). The relocation of a proposed public road centerline up to 300' shall not be considered a major change. In addition, a change in (or changes to) an internal roadway configuration (whether or not in excess of the 300' referred to in the sentence immediately above) shall not be considered a major change hereunder provided that there is not a material and adverse impact on circulation and traffic flows in and around such roadways. A major change hereunder shall specifically include a change of classification of a roadway from one that is a private road maintained by the developer to a public road maintained by the City; provided, however, the preliminary site plan may, at the developer's option contain alternative roadway alignments to account for potential future improvements (off-site) to be made to public roads and/or highways to which such roadways shall ultimately connect. In such instance, the ultimate alignment of the roadways shall not result in a major change hereunder provided that such alignment is consistent with one of the alternative roadway alignments approved as part of the preliminary site plan approval (with such alignment being further subject to change and not being deemed to be a major change, as provided above with respect to either a relocation of less than 300' and/or a change that does not have a material and adverse impact on circulation and traffic flows in and around such roadways). A major change hereunder shall specifically include a change of design in which detention/retention are proposed in wetland areas.

(b) Minor Changes. The city council may approve minor changes, errors, or omissions, in the development which do not substantially change the preliminary site plan or intent of the development, without going through the "Preliminary Site Plan approval" steps and appearing before the plan commission. Minor changes shall be any change which is not defined as "Major" above and which does not substantially change the intent of the preliminary site plan.

(vii) Conditions and Guarantees; Conflicts. Notwithstanding anything contained herein to the contrary, in the event of a conflict between either the terms of the zoning ordinance (including this section regulations) or other city ordinances (including without limitation the subdivision ordinance) and the terms of an annexation agreement, the terms of the annexation agreement shall govern.

Exhibit A

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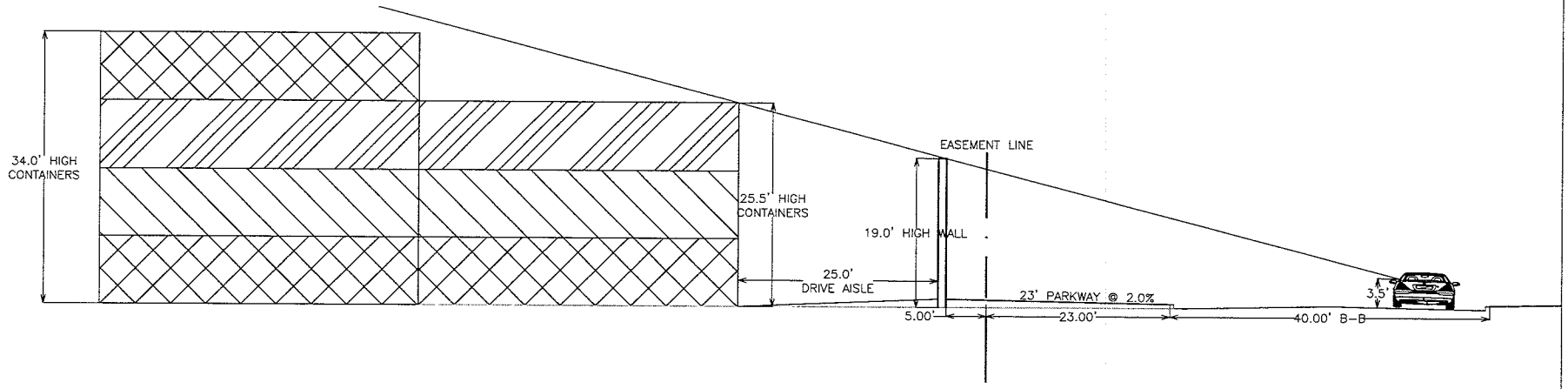

NOTES:
1. NO BARBED WIRE .
2. SCREEN WALL SHALL BE CONSTRUCTED OF CONCRETE OR MASONRY WHEN ADJACENT TO PUBLIC STREETS.

JACOB & HEFNER ASSOCIATES, INC.
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1901 South Meyers Rd., Suite 350
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LANDSCAPING & SCREENING FOR CONTAINER STORAGE AREA

1"=20'

PROJECT NAME:	RIDGEPORT LOGISTICS CENTER		
CLIENT NAME:	RIDGE PROPERTY TRUST		
LOCATION:	ILLINOIS		
DATE PREPARED:	12/11/08		
SHEET:	EX. F	JOB NO.	E038

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Exhibit A

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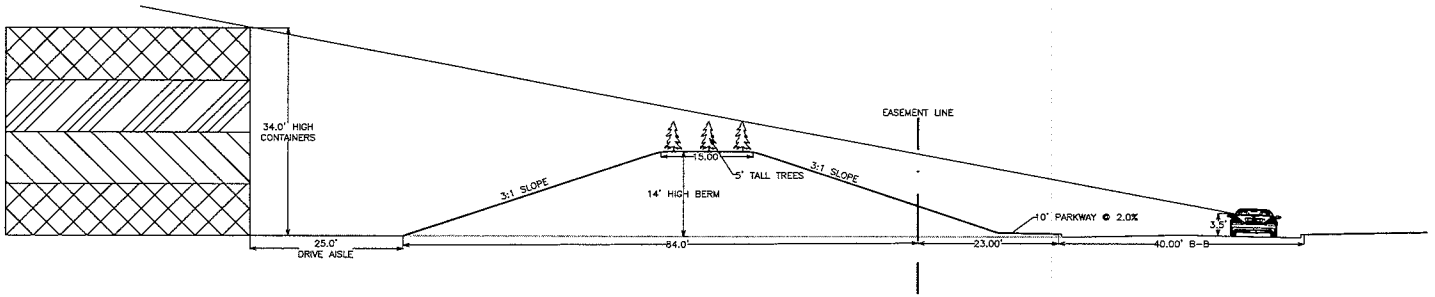

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LANDSCAPING & SCREENING FOR CONTAINER STORAGE AREA

1"=30'

PROJECT NAME:	RIDGEPORT LOGISTICS CENTER		
CLIENT NAME:	RIDGE PROPERTY TRUST		
LOCATION:	ILLINOIS		
DATE PREPARED:	12/11/08		
SHEET:	EX. F	JOB NO.	E038

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EXHIBIT B

SPECIFICATIONS FOR NONTRADITIONAL STRUCTURES
SPECIFICATIONS FOR NONTRADITIONAL BUILDING STRUCTURES

General Specifications

- Steel frame / Galvanized or Aluminum
- Width - 100' - 250'
- Length - Indefinite (15' modules)
- Height - 38' - 82'
- 22oz-24oz PVC-coated polyester scrim flame retardant fabric

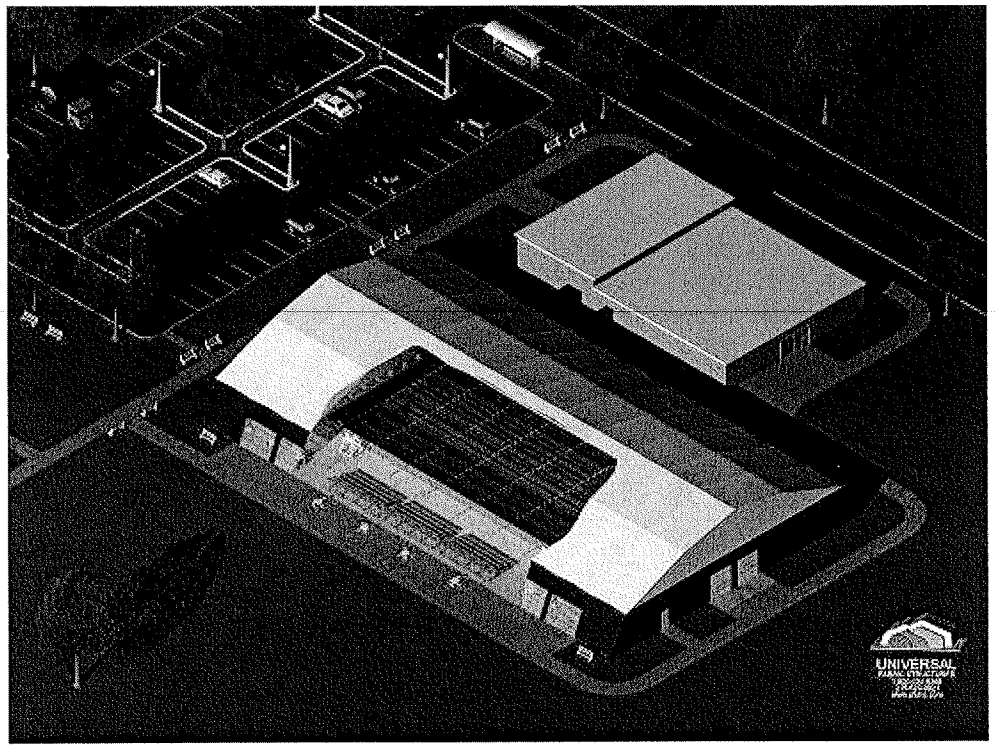
Characteristics

- Modular, expandable
- 100% relocatable
- Unobstructed clearspan space
- Limited maintenance required
- Flat gable ends or rounded bell ends are available
- Rectangular floor plan for optimum usable space
- Can be environmentally controlled in virtually any climate

Installation

- No footings required for most short-term installations

REPRESENTATIVE RENDERING OF NONTRADITIONAL BUILDING STRUCTURE



REPRESENTATIVE ELEVATION STRUCTURE PLAN OF NONTRADITIONAL BUILDING STRUCTURE

WIDTH	'E1' 'E2'	'H1' 'H2'
100'	18'-8 5/8" [5.71M]	38'-6 7/8" [11.76M]
	28'-8 5/8" [8.75M]	48'-6 7/8" [11.76M]
130'	18'-8 5/8" [5.71M]	43'-8 7/8" [13.33M]
	28'-8 5/8" [8.75M]	53'-8 7/8" [13.33M]
150'	18'-8 5/8" [5.71M]	49'-4 7/8" [15.06M]
	28'-8 5/8" [8.75M]	59'-4 7/8" [15.06M]
170'	18'-8 5/8" [5.71M]	56'-0 1/4" [17.08M]
	28'-8 5/8" [8.75M]	66'-0 1/4" [17.08M]
200'	18'-8 5/8" [5.71M]	61'-4 1/8" [18.70M]
	28'-8 5/8" [8.75M]	71'-4 1/8" [18.70M]
250'	18'-8 5/8" [5.71M]	72'-0 1/8" [21.95M]
	28'-8 5/8" [8.75M]	82'-0 1/8" [21.95M]

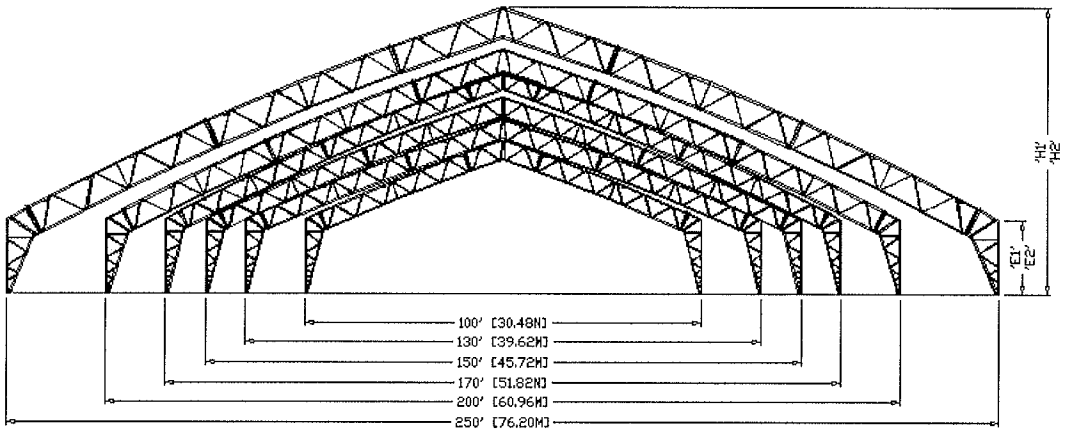


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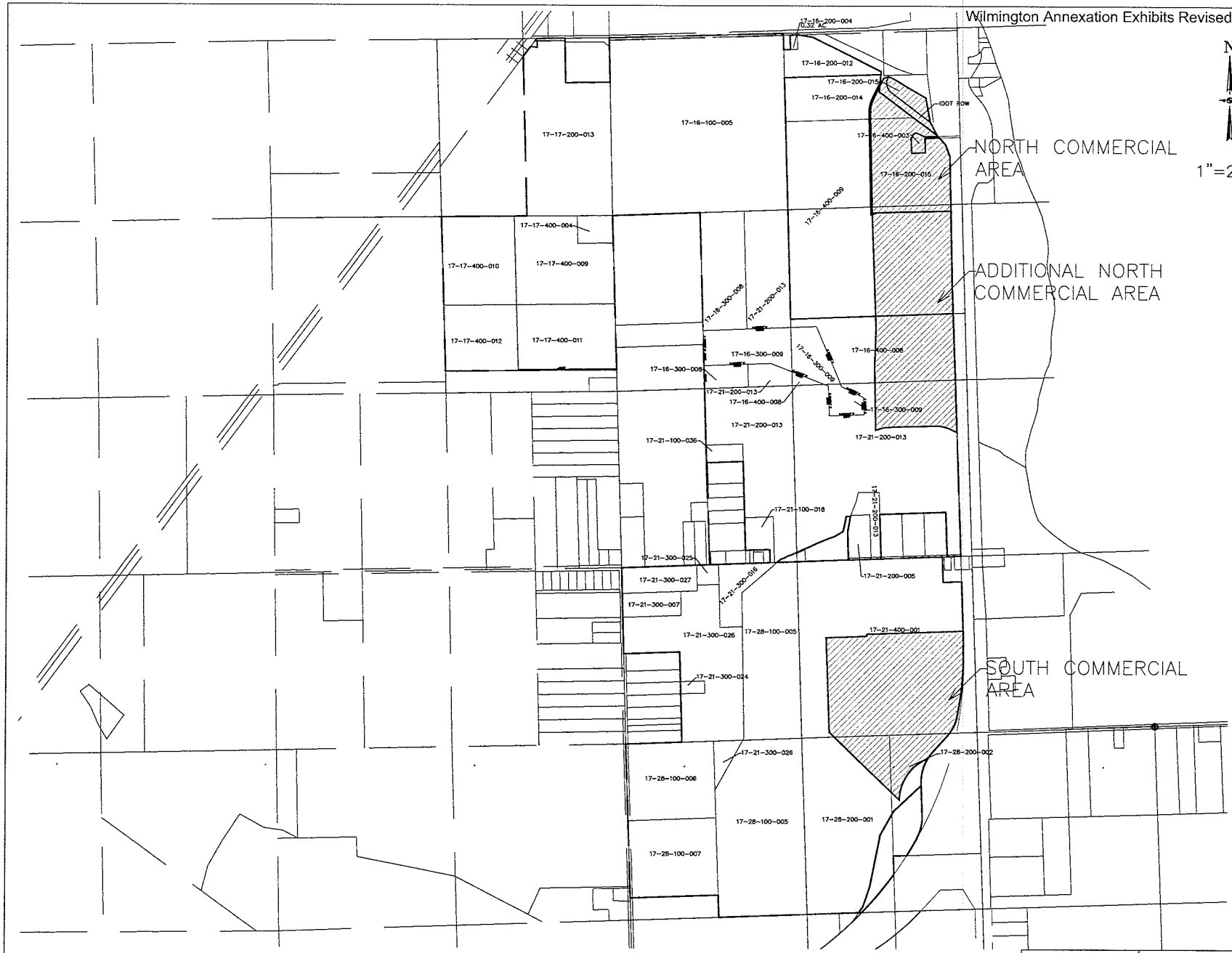
EXHIBIT C

DEPICTION OF COMMERCIAL AREA

Note: Final site area for North Commercial and South Commercial shall follow requirements set forth in Section 6.B.

Wilmington Annexation Exhibits Revised 04-13-10



DEPICTION OF COMMERCIAL AREA

JACOB & HEFNER ASSOCIATES, INC.
ENGINEERS ◦ SURVEYORS
1901 South Meyers Rd., Suite 350
Oakbrook Terrace, IL 60181
630-652-4600 FAX 630-652-4601

PROJECT NAME:	RIDGEPORT LOGISTICS CENTER		
CLIENT NAME:	RIDGE PROPERTY TRUST		
LOCATION:	WILMINGTON, ILLINOIS		
DATE PREPARED:	2/11/10		
SHEET:	EX C	JOB NO.	E038

H:\E\E038\E\DWG\PRELIMINARY\RIDGE EXHIBITS\ANNEXATION\WILMINGTON ANNEX\E038ANNEXATION-WILMINGTON.dwg,DWG

EXHIBIT D

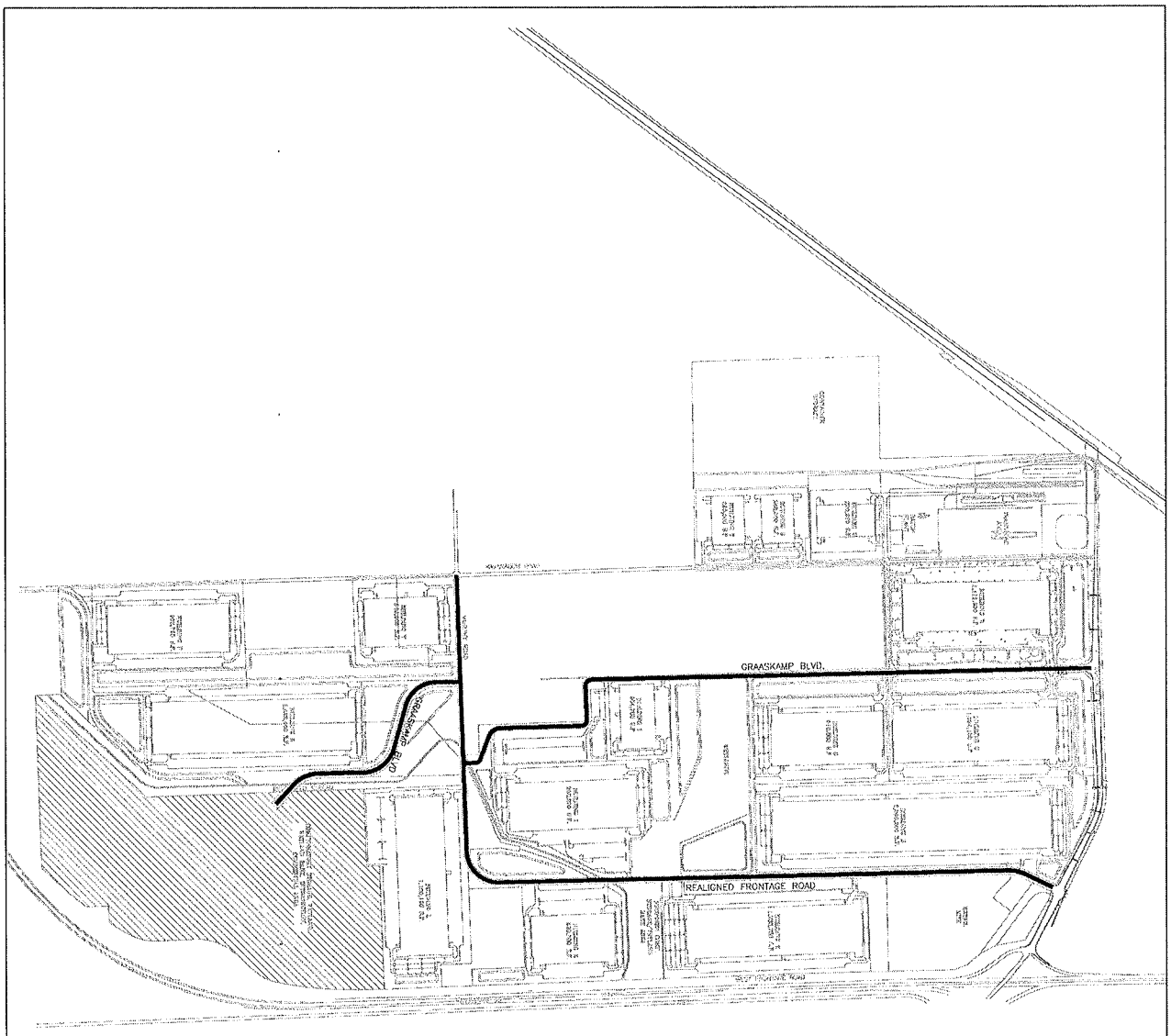
DEPICTION OF INTERMODAL TERMINAL FACILITY AREA

EX.	E038	1"=400'	JACOB & HEFNER ASSOCIATES, INC. ENGINEERS • SURVEYORS 1901 S.Meyers Road, Suite 350 OAKBROOK TERRACE, IL 60181 PHONE: (630) 652-4600 FAX: (630) 652-4601	ANNEXATION EXHIBIT RIDGEPORT LOGISTICS CENTER RIDGE PROPERTY TRUST WILMINGTON, ILLINOIS	No. Description 2/11/10 Date

EXHIBIT E

CONCEPT PLAN

391 591



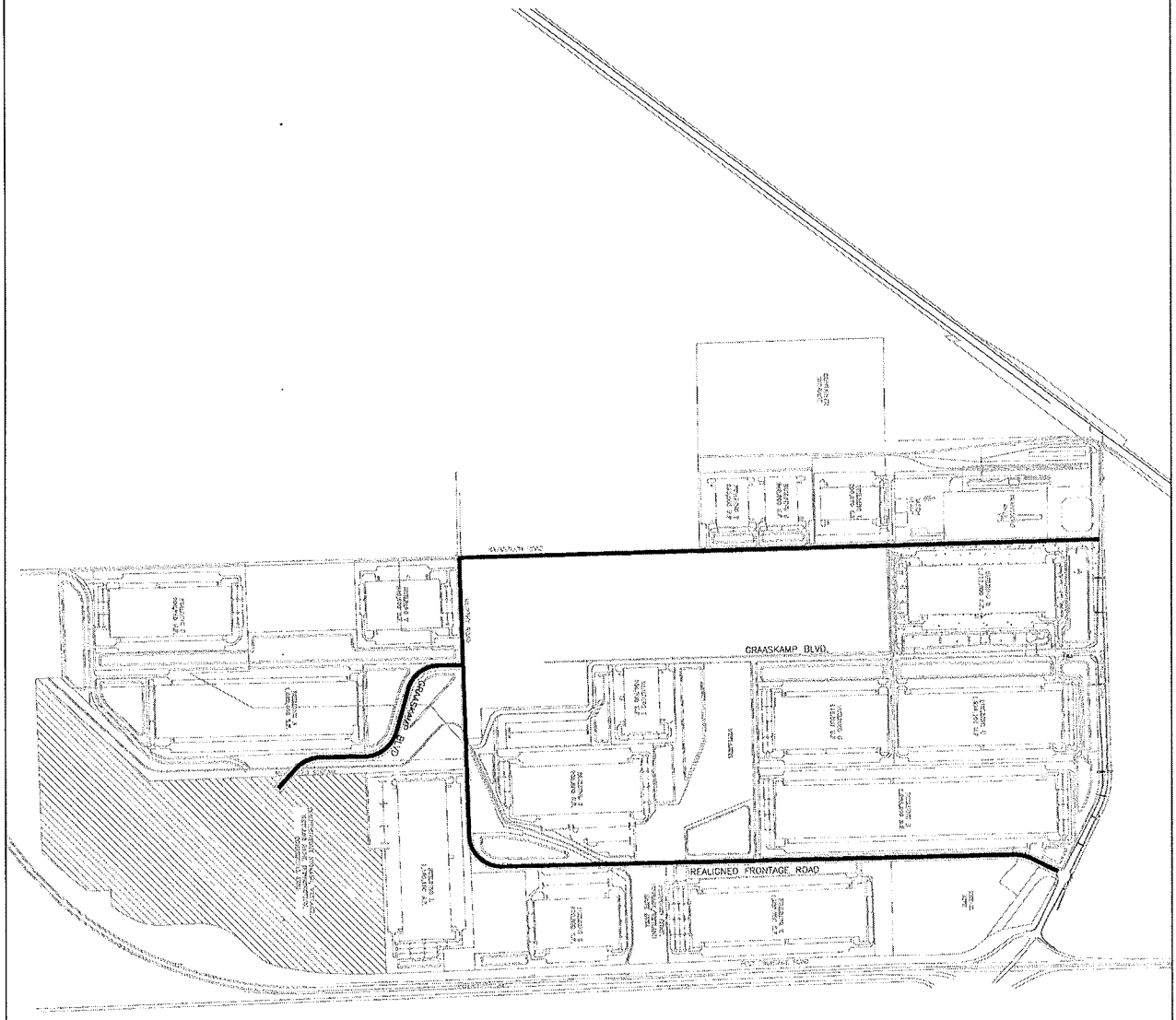
PRIMARY ROAD

NOTE:
ALIGNMENTS OF THE PRIMARY ROADS ARE SUBJECT TO FINAL APPROVAL

Wilmington Annexation Exhibits Revised 04-13-10

EX. E	E038	1"=500'		JACOB & HEFNER ASSOCIATES, INC. ENGINEERS • SURVEYORS 1901 S.Meyers Road, Suite 350 OAKBROOK TERRACE, IL 60181 PHONE: (630) 652-4600 FAX: (630) 652-4601	DEPICTION OF PRIMARY ROADS RIDGEPORT LOGISTICS CENTER RIDGE PROPERTY TRUST WILMINGTON, ILLINOIS	No.	Description	Date

L71 941



PRIMARY ROAD

NOTE:
ALIGNMENTS OF THE PRIMARY ROADS ARE SUBJECT TO FINAL APPROVAL

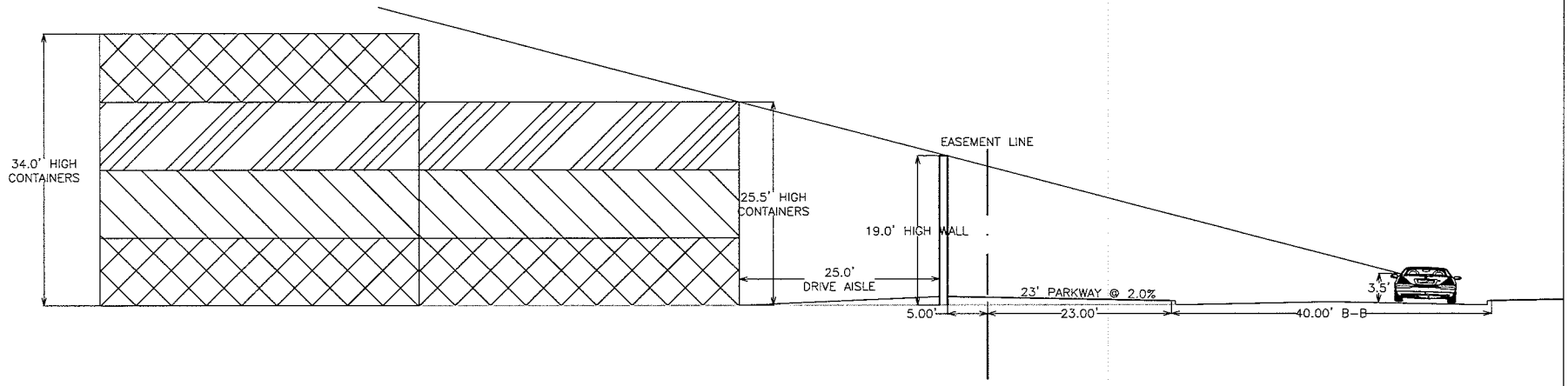
GRAPHIC SCALE 1"=500'
0 250 500 1000

Wilmington Annexation Exhibits Revised 04-13-10

EX. E	E038	1"=500'	JACOB & HEFNER ASSOCIATES, INC. ENGINEERS • SURVEYORS 1901 S.Meyers Road, Suite 350 OAKBROOK TERRACE, IL 60181 PHONE: (630) 652-4800 FAX: (630) 652-4801	ALTERNATE DEPICTION OF PRIMARY ROADS RIDGEPORT LOGISTICS CENTER RIDGE PROPERTY TRUST WILMINGTON, ILLINOIS	No. Description Date

EXHIBIT F

LANDSCAPING & SCREENING FOR CONTAINER STORAGE AREA



NOTES:
1. NO BARBED WIRE
2. SCREEN WALL SHALL BE CONSTRUCTED OF CONCRETE OR MASONRY WHEN ADJACENT TO PUBLIC STREETS.

JACOB & HEFNER ASSOCIATES, INC.
ENGINEERS ◦ SURVEYORS
1901 South Meyers Rd., Suite 350
Oakbrook Terrace, IL 60181
630-652-4600 FAX 630-652-4601

LANDSCAPING & SCREENING FOR CONTAINER STORAGE AREA

1"=20'

PROJECT NAME:	RIDGEPORT LOGISTICS CENTER		
CLIENT NAME:	RIDGE PROPERTY TRUST		
LOCATION:	ILLINOIS		
DATE PREPARED:	12/11/08		
SHEET:	EX F	JOB NO.	E038

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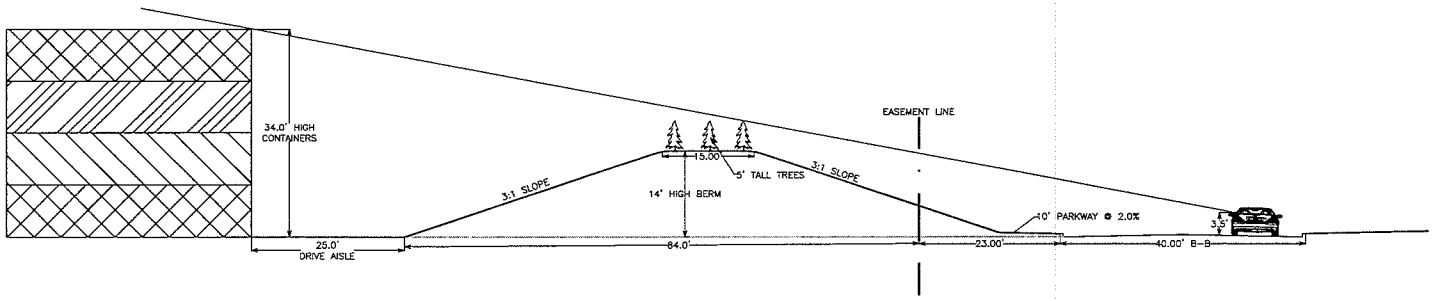

JACOB & HEFNER ASSOCIATES, INC.
ENGINEERS ◦ SURVEYORS
1901 South Meyers Rd., Suite 350
Oakbrook Terrace, IL 60181
630-652-4600 FAX 630-652-4601

LANDSCAPING & SCREENING FOR CONTAINER STORAGE AREA

1"=30'

PROJECT NAME:	RIDGEPORT LOGISTICS CENTER		
CLIENT NAME:	RIDGE PROPERTY TRUST		
LOCATION:	ILLINOIS		
DATE PREPARED:	12/11/08		
SHEET:	EX F	JOB NO.	E038

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EXHIBIT G

SPECIFICATIONS FOR NONTRADITIONAL STRUCTURES
SPECIFICATIONS FOR NONTRADITIONAL BUILDING STRUCTURES

General Specifications

- Steel frame / Galvanized or Aluminum
- Width - 100' - 250'
- Length - Indefinite (15' modules)
- Height - 38' - 82'
- 22oz-24oz PVC-coated polyester scrim flame retardant fabric

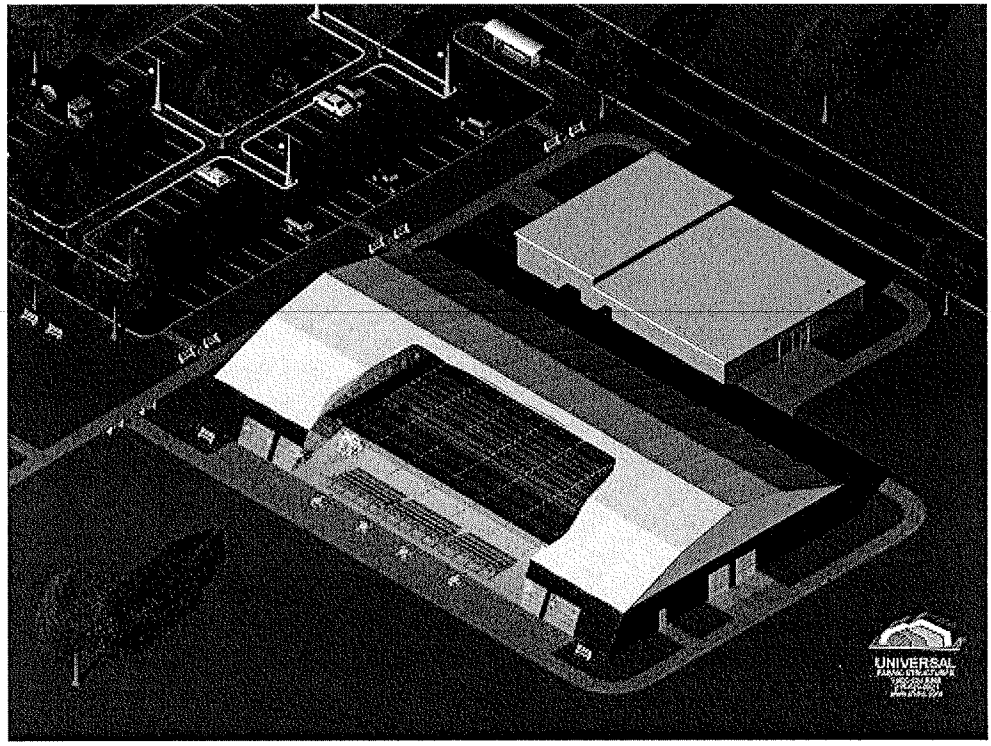
Characteristics

- Modular, expandable
- 100% relocatable
- Unobstructed clearspan space
- Limited maintenance required
- Flat gable ends or rounded bell ends are available
- Rectangular floor plan for optimum usable space
- Can be environmentally controlled in virtually any climate

Installation

- No footings required for most short-term installations

REPRESENTATIVE RENDERING OF NONTRADITIONAL BUILDING STRUCTURE



47/172

REPRESENTATIVE ELEVATION STRUCTURE PLAN OF NONTRADITIONAL BUILDING STRUCTURE

WIDTH	'E1' 'E2'	'H1' 'H2'
100'	18'-8 5/8" [5.71M]	38'-6 7/8" [11.76M]
	28'-8 5/8" [8.75M]	48'-6 7/8" [11.76M]
130'	18'-8 5/8" [5.71M]	43'-8 7/8" [13.33M]
	28'-8 5/8" [8.75M]	53'-8 7/8" [13.33M]
150'	18'-8 5/8" [5.71M]	49'-4 7/8" [15.06M]
	28'-8 5/8" [8.75M]	59'-4 7/8" [15.06M]
170'	18'-8 5/8" [5.71M]	56'-0 1/4" [17.08M]
	28'-8 5/8" [8.75M]	66'-0 1/4" [17.08M]
200'	18'-8 5/8" [5.71M]	61'-4 1/8" [18.70M]
	28'-8 5/8" [8.75M]	71'-4 1/8" [18.70M]
250'	18'-8 5/8" [5.71M]	72'-0 1/8" [21.95M]
	28'-8 5/8" [8.75M]	82'-0 1/8" [21.95M]

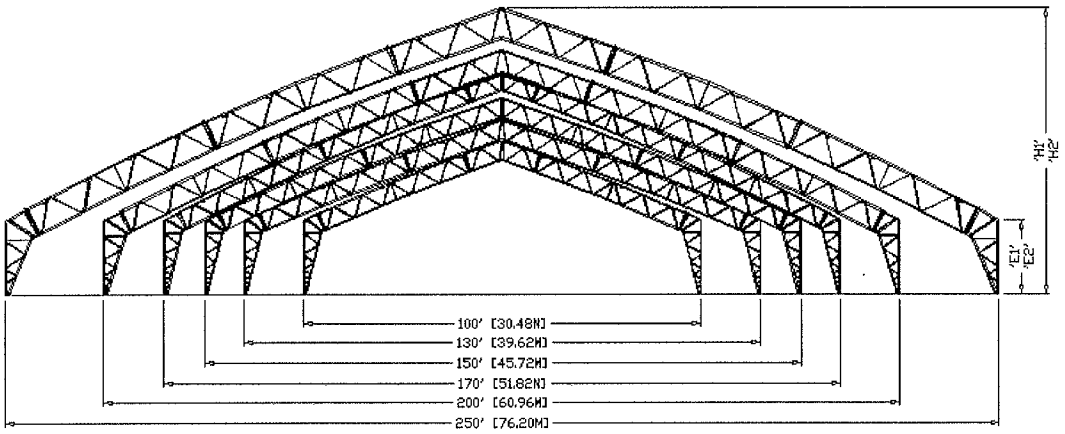
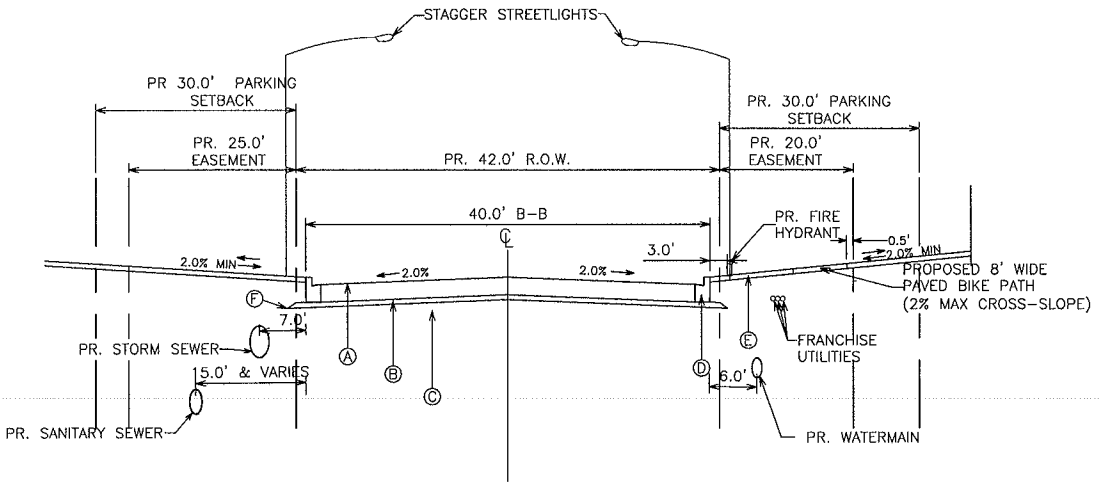


EXHIBIT H

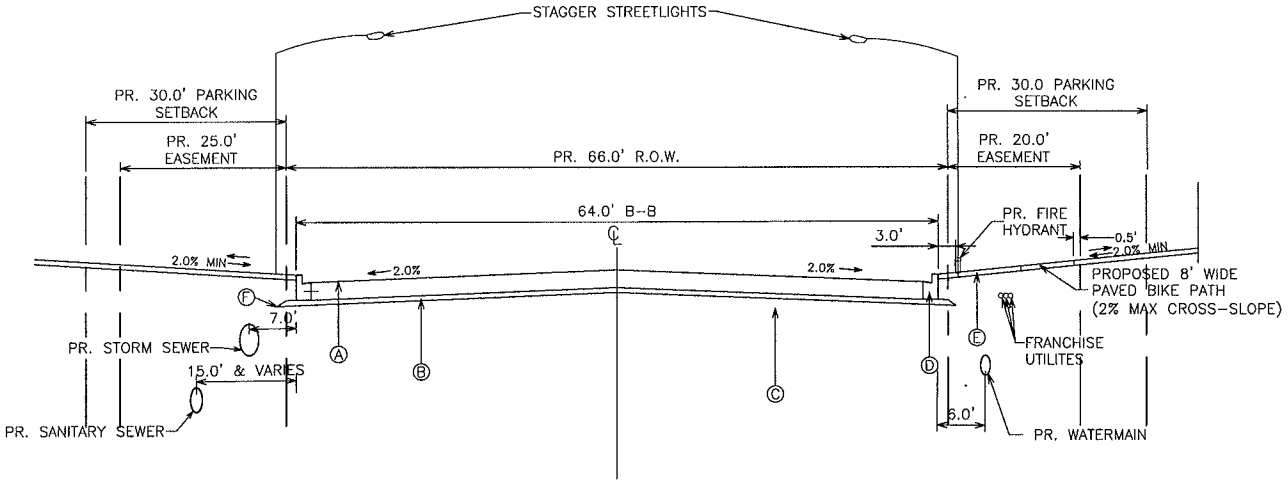
ROAD DESIGN STANDARDS

EXHIBIT H
TYPICAL INTERIOR ROAD CROSS-SECTIONS



Ⓐ CLASS PV CONCRETE (JRCP) (SEE PAVEMENT DESIGN NOTE)
Ⓑ SUBBASE GRANULAR MATERIAL, CA-6
Ⓒ COMPACTED SUBGRADE (LIME STABILIZATION OR AGGREGATE BASE COURSE IF REQUIRED)
Ⓓ COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18 MIN.
Ⓔ 1' FURNISH & PLACE TOPSOIL AND SEEDING. BLANKET SIDESLOPES GREATER THAN 4:1
Ⓕ 3/4" OPEN GRADED GRANULAR MATERIAL. EXTEND 2' BEYOND BACK OF CURB

3-LANE CROSS-SECTION ADJACENT TO FRONT YARD



Ⓐ CLASS PV CONCRETE (JRCP) (SEE PAVEMENT DESIGN NOTE)
Ⓑ SUBBASE GRANULAR MATERIAL, CA-6
Ⓒ COMPACTED SUBGRADE (LIME STABILIZATION OR AGGREGATE BASE COURSE IF REQUIRED)
Ⓓ COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18 MIN.
Ⓔ 1' FURNISH & PLACE TOPSOIL AND SEEDING. BLANKET SIDESLOPES GREATER THAN 4:1
Ⓕ 3/4" OPEN GRADED GRANULAR MATERIAL. EXTEND 2' BEYOND BACK OF CURB

5-LANE CROSS-SECTION ADJACENT TO FRONT YARD

NOTES:
1. ALL INTERIOR PUBLIC ROADWAY PAVEMENT WILL BE DESIGNED TO MEET IDOT SPECIFICATIONS USING THE MECHANISTIC DESIGN PROCEDURE BASED ON ANTICIPATED TRAFFIC LOADS AND SUBGRADE CONDITIONS OR USING ACI (AMERICAN CONCRETE INSTUTE) RECOMMENDATIONS.
2. SANITARY SEWER DEPTHS GREATER THAN 17 FEET WILL REQUIRE A WIDER EASEMENT EQUAL TO 1 ADDITIONAL FOOT OF WIDTH FOR EVERY ADDITIONAL FOOT OF DEPTH UP TO A MAXIMUM OF A 30-FOOT WIDE EASEMENT.
3. MAXIMUM SLOPE FOR THE FIRST 10 FEET ADJACENT TO THE CURB SHALL BE 5%. OUTSIDE OF THAT 10 FEET, THE MAXIMUM SLOPE SHALL BE 3:1, WITH THE EXCEPTION OF THE BIKE PATH, WHICH SHALL HAVE A MAXIMUM CROSS-SLOPE OF 2% FOR THE ENTIRE BIKE PATH WIDTH PLUS 2 FEET ON EITHER SIDE OF THE BIKE PATH. ALL OF THESE SLOPES CAN EITHER BE UP OR DOWN FROM THE BACK OF CURB.

JACOB & HEFNER ASSOCIATES, INC.
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1901 South Meyers Rd., Suite 350
Oakbrook Terrace, IL 60181
630-652-4600 FAX 630-652-4601

174-175

PROJECT NAME:	RIDGEPORT LOGISTICS CENTER		
CLIENT NAME:	RIDGE PROPERTY TRUST		
LOCATION:	WILMINGTON, IL		
DATE PREPARED:	3/27/09		
SHEET:		JOB NO.:	E038

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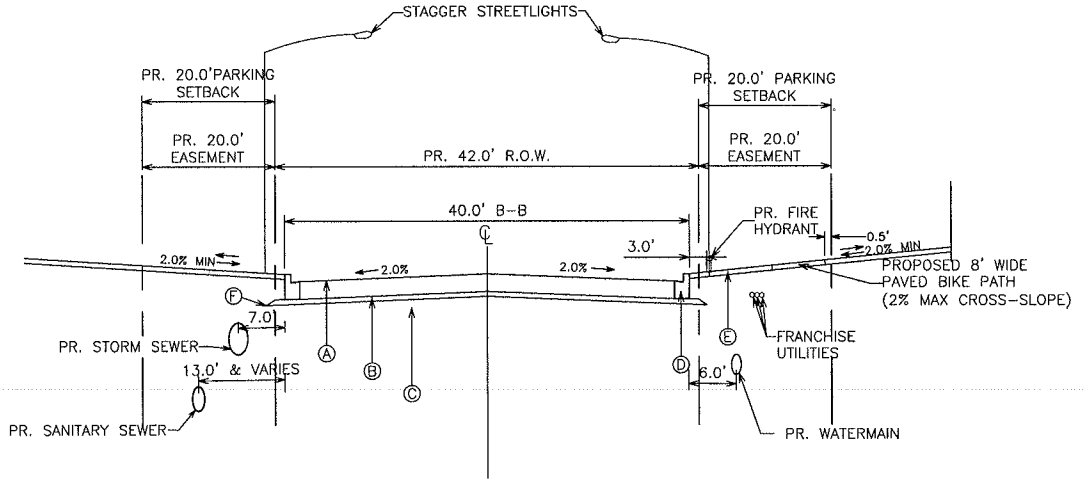
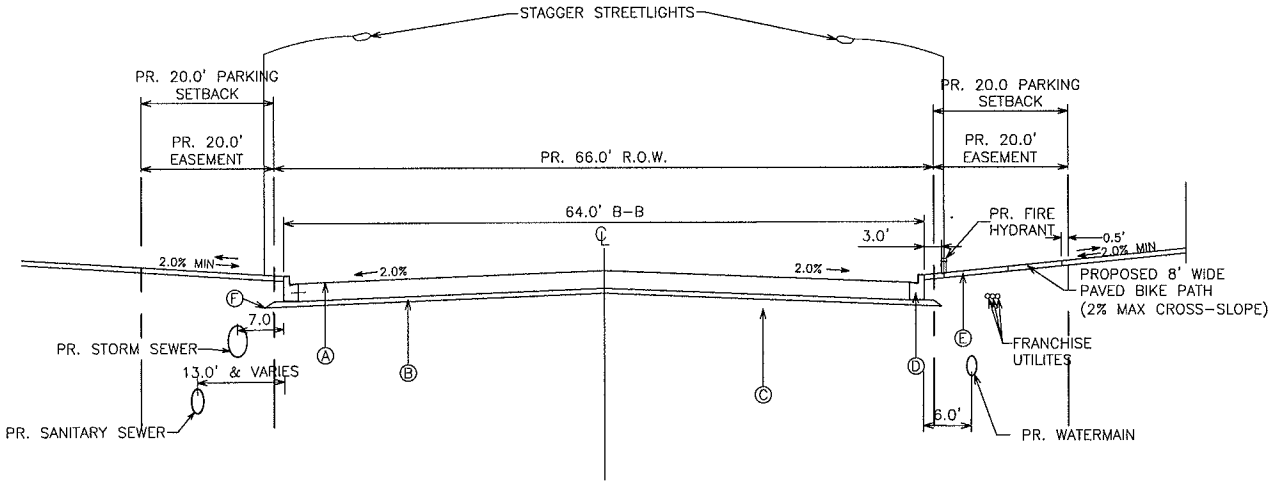
EXHIBIT H
TYPICAL INTERIOR ROAD CROSS-SECTIONS



Ⓐ CLASS PV CONCRETE (JRCP) (SEE PAVEMENT DESIGN NOTE)
Ⓑ SUBBASE GRANULAR MATERIAL, CA-6
Ⓒ COMPACTED SUBGRADE (LIME STABILIZATION OR AGGREGATE BASE COURSE IF REQUIRED)
Ⓓ COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18 MIN.
Ⓔ 1' FURNISH & PLACE TOPSOIL AND SEEDING. BLANKET SIDESLOPES GREATER THAN 4:1
Ⓕ 3/4" OPEN GRADED GRANULAR MATERIAL. EXTEND 2' BEYOND BACK OF CURB

3-LANE CROSS-SECTION ADJACENT TO SIDE YARD



Ⓐ CLASS PV CONCRETE (JRCP) (SEE PAVEMENT DESIGN NOTE)
Ⓑ SUBBASE GRANULAR MATERIAL, CA-6
Ⓒ COMPACTED SUBGRADE (LIME STABILIZATION OR AGGREGATE BASE COURSE IF REQUIRED)
Ⓓ COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18 MIN.
Ⓔ 1' FURNISH & PLACE TOPSOIL AND SEEDING. BLANKET SIDESLOPES GREATER THAN 4:1
Ⓕ 3/4" OPEN GRADED GRANULAR MATERIAL. EXTEND 2' BEYOND BACK OF CURB

5-LANE CROSS-SECTION ADJACENT TO SIDE YARD

NOTES:
1. ALL INTERIOR PUBLIC ROADWAY PAVEMENT WILL BE DESIGNED TO MEET IDOT SPECIFICATIONS USING THE MECHANISTIC DESIGN PROCEDURE BASED ON ANTICIPATED TRAFFIC LOADS AND SUBGRADE CONDITIONS OR USING ACI (AMERICAN CONCRETE INSTUTE) RECOMMENDATIONS.
2. SANITARY SEWER DEPTHS GREATER THAN 17 FEET WILL REQUIRE A WIDER EASEMENT EQUAL TO 1 ADDITIONAL FOOT OF WIDTH FOR EVERY ADDITIONAL FOOT OF DEPTH UP TO A MAXIMUM OF A 30-FOOT WIDE EASEMENT.
3. MAXIMUM SLOPE FOR THE FIRST 10 FEET ADJACENT TO THE CURB SHALL BE 5%. OUTSIDE OF THAT 10 FEET, THE MAXIMUM SLOPE SHALL BE 3:1, WITH THE EXCEPTION OF THE BIKE PATH, WHICH SHALL HAVE A MAXIMUM CROSS-SLOPE OF 2% FOR THE ENTIRE BIKE PATH WIDTH PLUS 2 FEET ON EITHER SIDE OF THE BIKE PATH. ALL OF THESE SLOPES CAN EITHER BE UP OR DOWN FROM THE BACK OF CURB.

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175 176

PROJECT NAME:	RIDGEPORT LOGISTICS CENTER		
CLIENT NAME:	RIDGE PROPERTY TRUST		
LOCATION:	WILMINGTON, IL		
DATE PREPARED:	3/27/09		
SHEET:		JOB NO.:	E038

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EXHIBIT I

WATER TOWER SPECIFICATIONS

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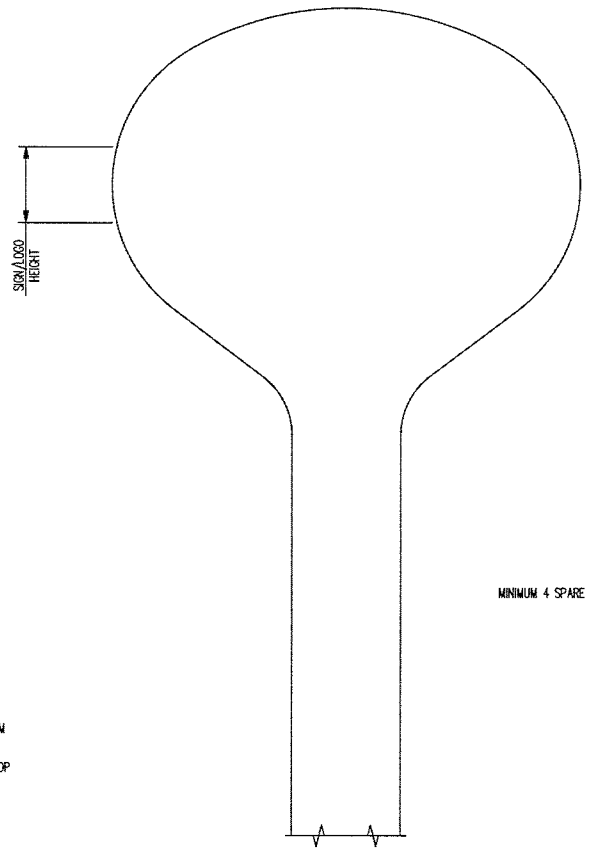
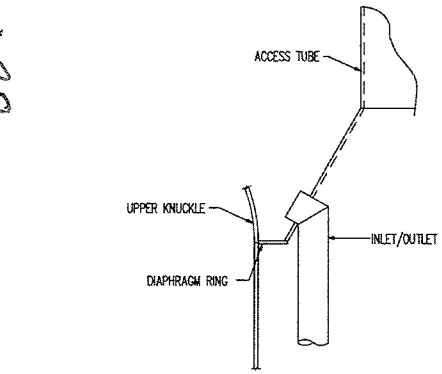
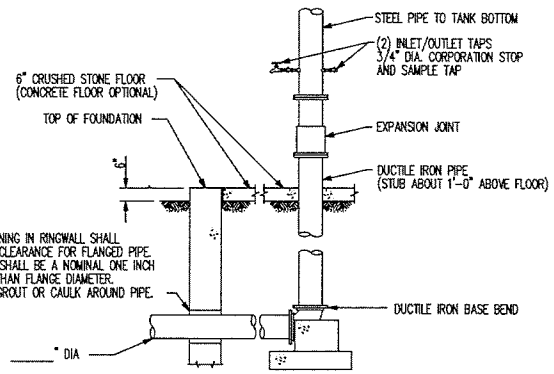


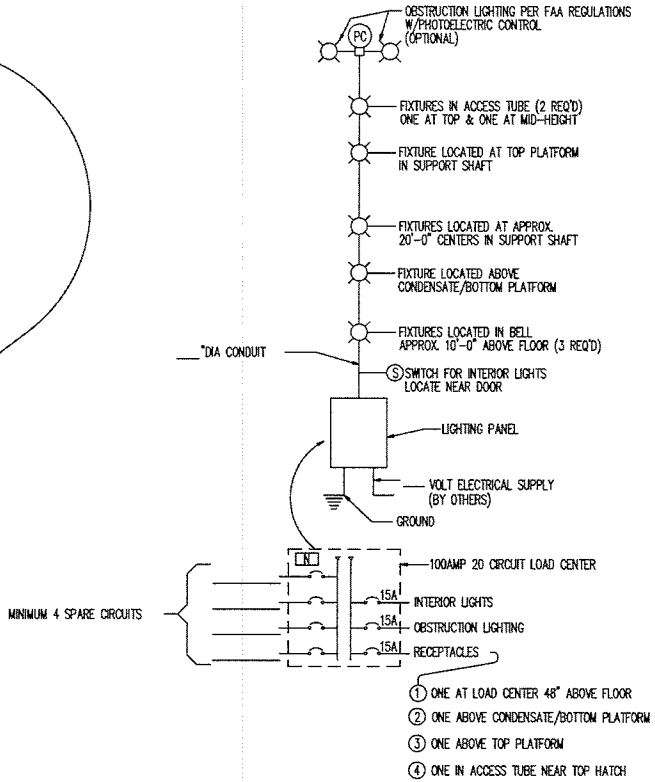
SIGN OR LOGO (OPTIONAL)



INLET/OUTLET PIPE



BURIED THRUST BLOCK DETAIL (N.T.S.)



ELECTRICAL SCHEMATIC

WSD-DTLC-REV4.DGN(JAN/07)

DETAILS
ELEVATED WATER STORAGE TANK
WATERSPHEROID ®

_____ GALLON CAPACITY

BY _____ DATE _____ | PROJECT NO.

CHKD _____ DATE _____ | DWG. _____ | REV. _____

9D10003 REV 4(Jan/07)

EXHIBIT I-1

WATER TOWER LOGO

RIDGEPORT AT WILMINGTON

179

180

EXHIBIT J

WORK AGREEMENT

WORK AGREEMENT

This Work Agreement (the "Agreement") is made as of this ___ day of _____, 20__ by and among [_____] ("Lender"), City of Wilmington, Illinois ("City"), and Ridge Logistics Park I, LLC, a Delaware limited liability company ("Ridge").

W I T N E S S E T H:

A. Pursuant to that certain City of Wilmington, Illinois Annexation Agreement for RidgePort Logistics Center dated _____ (the "Annexation Agreement"), by and among City, Ridge and certain other parties, Ridge is required to perform certain work and construct certain improvements within and around the RidgePort Logistics Park, Will County, Illinois (referred to as the "Project", with the aforementioned work referred to herein as the "Ridge Improvement Work"). Ridge has agreed to complete from time to time certain portions of the Ridge Improvement Work in accordance with the schedule attached hereto as Exhibit A (the "Schedule").

B. The Lender has agreed to provide certain financing to Ridge, which shall be used in part to fund the Ridge Improvement Work and which financing is secured by among other things a first mortgage on the Project.

C. In lieu of requiring a letter of credit to secure Ridge's obligation to perform the Ridge Improvement Work and a letter of credit to secure Ridge's obligation to maintain the Ridge Improvement Work for a period of one (1) year after completion, the City has agreed that one hundred twenty-five percent (125%) of the cost of the Ridge Improvement Work (being the sum of $_____) shall instead be funded into a separate escrow account (the "Escrow") to be disbursed from time to time for payment of the Ridge Improvement Work. Upon final completion of the Ridge Improvement Work as agreed by Ridge and the City, the funds remaining in the Escrow shall be reduced to ten percent (10%) of the cost of such work and shall be maintained in the Escrow for a period of one (1) year to provide for maintenance of the Ridge Improvement Work. The Escrow will be maintained by Chicago Title & Trust Company (the "Escrowee") in accordance with the terms of the escrow agreement attached hereto as Exhibit 2 (the "Escrow Agreement").

D. The parties hereto desire to enter into this Agreement to memorialize their agreements with respect to the funding of the Ridge Improvement Work from the Escrow and provide sufficient remedies to the City in the event Ridge defaults in its performance of the Ridge Improvement Work.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the parties hereto hereby agree as follows:

1. Ridge Improvement Work. Subject to the provisions of Section 8(h) hereof, Ridge shall complete the Ridge Improvement Work within the deadlines set forth on the Schedule. Ridge shall provide Lender with copies of all submissions made to the City, simultaneously with such submission, to the extent such submissions relate to the Ridge Improvement Work. Ridge hereby authorizes the City and the Lender to communicate with each other from time to time concerning the status and progress of the Ridge Improvement Work and the funding thereof. The City and the Lender agree to use reasonable efforts to keep Ridge apprised of all such communications.

2. Escrow. Subject to the terms of the [Loan Agreement] between Lender and Ridge, Lender agrees to fund into the Escrow the sum of $_____, being one hundred twenty-five percent (125%) of the entire cost of the Ridge Improvement Work. Lender, Ridge and the City shall enter into the Escrow Agreement with the Escrowee, which agreement shall provide for periodic construction disbursements to Ridge (or its contractor) for the cost of the Ridge Improvement Work. Ridge shall fund such escrow as a precondition to commencing the Ridge Improvement Work. Under the terms of the Escrow Agreement, the Escrowee will need authorization from both the Lender and the City prior to making any disbursements from the Escrow and such disbursements may only be used for paying the costs of the Ridge Improvement Work. The amount of funds retained in the Escrow shall be reduced each month as funds are disbursed by the Escrowee to pay the costs of the Ridge Improvement Work. In connection with the foregoing, the parties expressly acknowledge and agree that the balance of funds in the Escrow will decline over time (corresponding with the deductions made to pay the costs of the Ridge Improvement Work), with Ridge having no obligation to restore any amounts to the Escrow once funds have been expended; provided, however, to the extent required by the Lender as part of any "rebalancing" of the loan with respect to the Ridge Improvement Work, Ridge may be required by the Lender in applicable circumstances to fund additional amounts into the Escrow. In addition, the ten percent (10%) amount must in all events be retained in the Escrow to the extent otherwise required under this Agreement. In the event that the Escrow falls below ten percent (10%) during the term of this Agreement, Ridge shall fund additional amounts to reestablish such ten percent (10%) amount. Upon completion of the Ridge Improvement Work (and acceptance by the City of such work, as necessary), and provided that all costs related to such work have heretofore been paid in full, the balance of the funds in the funds in the Escrow shall be disbursed, with the exception of an amount equal to ten percent (10%) of the entire cost of the Ridge Improvement Work. The aforementioned ten percent (10%) is referred to herein as the "Maintenance Fund" and shall remain in the Escrow for a period of one (1) year after completion of the Ridge Improvement Work. The Maintenance Fund shall be used to secure Ridge's obligation to properly maintain the Ridge Improvement Work (and perform any necessary repairs) for a period of one (1) year after completion of the Ridge Improvement Work. The City shall have the right, but not the obligation, to utilize the Maintenance Fund in accordance with the terms of Sections 3 and 4 below. In connection with the foregoing, the parties expressly acknowledge and agree that the balance of the Maintenance Fund in the Escrow may decline over time (corresponding to any deductions made by the City to pay the costs of maintaining the Ridge Improvement Work, to the extent that Ridge does not perform such maintenance); provided, however,

except to the extent contemplated above, Ridge shall have no obligation to restore any amounts disbursed from the Maintenance Fund of the Escrow once funds have been disbursed to the City. Any funds remaining in the Escrow upon the expiration of the one (1) year period after completion of the Ridge Improvement Work shall be released to Ridge. All interest accruing on the funds in the Escrow shall inure to the benefit of Ridge.

3. Events of Default. If any one or more of the following occurs, then the same shall constitute a "Default":

(a) Ridge fails to complete any component of the Ridge Improvement Work, or obtain any permit therefor, within the applicable dates for permits or completion therefor, as set forth on the Schedule; provided such failure shall continue for a period of ten (10) days following written notice from the City;

(b) Ridge fails to perform any component of the Ridge Improvement Work in accordance with all applicable laws, rules, regulations, ordinances, orders, codes, licenses, and permit standards, including without limitation, those standards set forth in the Annexation Agreement; provided such failure shall continue for a period of ten (10) days following written notice from the City;

(c) Ridge defaults under the Annexation Agreement with respect to the Ridge Improvement Work;

(d) Upon completion of the Ridge Improvement Work (and acceptance by the City) and at anytime within one (1) year thereafter or unless agreed otherwise in the Annexation Agreement, Ridge fails to properly maintain any or all of the Ridge Improvement Work; provided such failure shall continue for a period of ten (10) days following written notice from the City; or

(e) If Ridge shall: (i) file a voluntary petition in bankruptcy or for arrangement, reorganization or other relief under any chapter of the Federal Bankruptcy Code or any similar law, state or federal, now or hereafter in effect; or (ii) file an answer or other pleading in any proceedings admitting insolvency, bankruptcy, or inability to pay its debts as they mature; or (iii) not cause to be vacated within sixty (60) days after the filing against it, any involuntary proceedings under the Federal Bankruptcy Act or similar law, state or federal, now or hereafter in effect, or any order appointing a receiver, trustee or liquidator for any portion of its property; or (iv) be adjudicated as bankrupt; or (v) make an assignment for the benefit of creditors or shall admit in writing its inability to pay its debts generally as they become due or shall consent to the appointment of a receiver or trustee or liquidator of all or the major part of its property.

4. Remedies. If a Default occurs, then the City shall have the right, but not the obligation, and license to enter onto the Project to the extent, and for the period, required to perform the Ridge Improvement Work. If the City elects to perform any uncompleted Ridge Improvement Work, then the City shall have the right to be

reimbursed for the cost of such Ridge Improvement Work out of the Escrow on the terms and conditions provided herein. If the City performs any of the Ridge Improvement Work, the City shall submit to the Escrowee and the Lender evidence of the performance of such work consisting of a copy of reasonably detailed invoices from the contractors, subcontractors, material suppliers and equipment lessors, and any other information required under the Escrow Agreement. Upon satisfaction of the requirements of the Escrow Agreement, the City shall have the right to draw funds from the Escrow; provided that amounts drawn by the City shall be limited to amounts necessary to complete the Ridge Improvement Work. The foregoing remedy (being the ability to draw funds from the Escrow) shall also apply with respect to a default by Ridge under the terms of Section 3(d) above; provided, however, the City shall only have the right to draw from the funds in the Escrow, being the Maintenance Fund.

5. Assignment of Contracts. Subject to the Lender's rights, Ridge hereby conditionally assigns to the City all of Ridge's right, title, and interest in and to all contracts, purchase orders, equipment leases and the like to the extent the same relate to or provide for labor, material or service required for the Ridge Improvement Work (collectively, the "Work Contracts"). The City shall have the right to cause such assignment to become effective if a Default occurs and if the City gives Ridge and the Lender written notice that the City is exercising its rights under this Agreement. The City shall have no obligation to assume any one or more of the Work Contracts. If a Default occurs, Ridge shall promptly deliver to the City complete copies of all of the Work Contracts. Ridge hereby irrevocably appoints the City as Ridge's attorney-in-fact, following the occurrence of an Event of Default hereunder, to exercise any or all of Ridge's rights in, to and under the Work Contracts and all other documents relating to the performance of the Ridge Improvement Work and to give appropriate receipts, releases, and satisfactions on behalf of Ridge in connection with the performance by any party under those documents and to do any or all other acts in Ridge's name or in the City's own name that Ridge could do under such documents with the same force and effect as if the foregoing assignment had not been made.

6. No Partnership, Joint Venture or Principal Agent Relationship. Nothing contained in this Agreement shall be construed to make the parties principal and agent or partners, or joint venturers.

7. Construction of Agreement. Each party hereto acknowledges, represents, and warrants that: (i) it has participated in the negotiation of this Agreement; (ii) no provision of this Agreement shall be construed against or be interpreted to the disadvantage of any party hereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured, dictated or drafted such provision; (iii) they have had at all times access to an attorney of their choice in the negotiation of the terms of and in the preparation and execution of this Agreement; (iv) they have had the opportunity to review an analyze this Agreement for a sufficient period of time prior to the execution and delivery thereof; (v) the terms of this Agreement were negotiated at arm's length; (vi) this Agreement was prepared and executed without fraud, duress, undue influence or coercion of any kind asserted by any of the parties upon the

others; and (vii) the execution and delivery of this Agreement is the free and voluntary act of each of the parties hereto.

8. General Provisions.

(a) Recitals. The recitals of this Agreement are incorporated herein and made a material part hereof.

(b) Modification of Agreement. A modification or a waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement. Failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

(c) Exhibits. Exhibits to this Agreement are an integral part hereof.

(d) Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

(e) Severability. Any provision of this Agreement which may prove unenforceable under any law shall not affect the validity of any other provision hereof.

(f) Notices. Notices required hereunder, or any correspondence concerning this Agreement shall be directed to the following addresses and shall be deemed properly given (i) if delivered by hand; (ii) if sent by certified mail, return receipt requested, postage prepaid, or by recognized overnight courier service (including, without limitation, Federal Express or United Parcel Service overnight service), charges prepaid; or (iii) if sent by facsimile, with a copy sent by first class U.S. Mail, postage prepaid:

If to the City:	City of Wilmington City Clerk 1165 South Water Street Wilmington, IL 60481
With a copy to:	City of Wilmington City Mayor 1165 South Water Street Wilmington, IL 60481
With a copy to:	Hinshaw & Culbertson, LLP 14 West Cass Street Joliet, IL 60432 Attn: Scott Nemanich

Lender: _____
_____
_____

With a copy to: _____
_____
_____

If to the Owner: Ridge Logistics Park I, LLC

8430 W. Bryn Mawr Avenue, Suite 400
Chicago, IL 60631

With a copy to: Ridge Property Trust
8430 W. Bryn Mawr Avenue, Suite 400
Chicago, IL 60631
Attn: General Counsel

Notices and communications hereunder shall be deemed sufficiently given when dispatched pursuant to the foregoing provisions. Notices and communications delivered by hand shall be effective upon receipt; notices and communications sent by fax, with a copy by first class U.S. Mail, shall be effective upon dispatch; notices and communications sent by recognized overnight courier service shall be effective on the business day following dispatch. The parties hereto may, by a notice given hereunder, designate any further or different addresses to which any subsequent notice or communication hereunder shall be sent.

(g) Successors and Assigns. Subject to the limitations on assignment herein set forth, this Agreement shall extend to and shall bind the heirs, executors, administrators, successors and assigns of the respective parties hereto.

(h) Force Majeure. For the purposes of this Agreement, wherever a period of time is prescribed for a party to take action, such party will not be liable or responsible for delays due to Acts of God, war, acts of the public enemy, riots rebellions, strikes, boycotts, embargos, labor disputes, or storage of materials not caused by the party in question, and the time for performance for the aforesaid will be extended by the length of time attributable specifically to such "force majeure" causes, provided and on the condition that the party claiming the need for such an extension notifies the other party within thirty (30) days of the event of force majeure. Notwithstanding the foregoing, events or conditions such as and including lack of money, financial inability, failure to perform of any contractor, agent, vendor or consultants, delays in applying for permits for construction, or inaction or failure to order long lead time items sufficiently in

advance of the time needed shall not be events of force majeure for which the time for performance hereunder shall be extended.

(i) Counterparts. This Agreement may be executed in separate counterparts. Counterparts of this Agreement may be executed and delivered to the other party by facsimile or e-mail, and facsimile or e-mail copies of executed counterparts of this Amendment shall have the same binding effect as hand-delivered, ink-signed originals.

In witness whereof, the parties have entered into this Agreement as of the date first above written.

LENDER:
[_____]
By: _____
Its: _____

CITY:
City of Wilmington, Illinois
By: _____
Its: _____

RIDGE:
Ridge Logistics Park I, LLC, a Delaware limited liability company
By: _____
Its: _____

EXHIBIT K

BUILDING STANDARDS

GENERAL BUILDING STANDARDS

- Architectural and site features shall be used to create the appropriately scaled buildings for the site.
- Where possible, office entrances shall face the public right of way.
- Long unbroken building facades shall be avoided. Major vertical divisions that break the horizontal plane of the building spaced as appropriate for the length of the building.
- Construction shall consist of precast concrete, masonry, brick or glass facades. Painted insulated metal panels shall be permitted where the panel does not face a public right-of-way, or where a building wall may be removed for a future expansion.
- Buildings shall be constructed of low maintenance materials to reduce the appearance of wear.
- Building colors shall consist of light, neutral colors for the main body of the façade to reduce the perceived size of the building. Darker colors that will contrast the main body shall be used in accent or trim areas.
- Multiple materials such as masonry, concrete and metal can be used to create texture for the building.
- The building depictions below are the type of buildings that will be constructed.

BUILDING CODES

- IBC 2006
- Current National Electric Code
- Illinois Plumbing Code 2004
- Will County Storm Water Management

WETLAND ORDINANCE CLARIFICATION

The following language shall clarify the wetland portion of the Will County Stormwater Management Ordinance: "The Property contains wetlands and waterways asserted to be under the regulatory jurisdiction of the Chicago District of the U.S. Army Corps of Engineers ("Corps") pursuant to Section 404 of the Clean Water Act. These wetland areas will be mitigated as appropriate according to the regulations and policies of the Corps. The Property also contains isolated wetland areas determined to be not under the regulatory jurisdiction of the Corps. These isolated wetlands fall under the jurisdiction of the City of Wilmington ("City") as the City has adopted the Will County Stormwater Management Ordinance. In order to comply with the provisions of the Stormwater Management Ordinance and mitigate the adverse environmental effects of filling the isolated wetlands, impacted acreage of isolated wetlands or their required buffers shall be

mitigated by designing the majority of the detention basins with naturalized bottoms and incorporating other BMP's, such as rain gardens, in to the development where possible."

FIRE CODE VARIANCE

The following is the interpretation accepted by the developer Ridge Property Trust and the City of Wilmington, Illinois of the 2006 International Building Code requirements relating to all portions of the code that would require Smoke and Heat Vents as described in Section 910 of the code. Paragraph 910.1 states "Where required by this code or otherwise installed, smoke and heat vents or mechanical smoke exhaust systems shall conform to the requirements of this section." Exception 2 to paragraph 910.1 states "Where areas of the building are equipped with early suppression fast-response (ESFR) sprinklers, automatic smoke and heat vents are not required." Section 910.2 goes on to identify the three circumstances under which smoke venting is required. These are;

1. Buildings and portions thereof used as Group F-1 or S-1 occupancy having more than 50,000 square feet of undivided area.

2. Buildings or portions thereof containing high-piled combustible stock or rack storage in any occupancy group in accordance with Section 413 and the International Fire Code.

3. Buildings and portions thereof used as a Group F-1 or S-1 occupancy where the maximum travel distance is increased in accordance with Section 1016.2.

It is the accepted interpretation that Exception 2 to paragraph 910.1 accepts the ESFR sprinklers as an acceptable alternate to the Smoke and Heat Venting requirements of the code and allows the three circumstances listed in Section 910.2 to occur when ESFR sprinklers are provided without Smoke and Heat Venting.

It is also agreed that in addition to the ESFR sprinklers mentioned above, mechanical venting shall be provided at the design rate of one air change per hour by means of any type of exhaust system chosen by the developer. This venting shall be zoned and controlled from the Fire Pump Rm and shall have provision for automatic shut down upon activation of the fire alarm system.

ZONING & SUBDIVISION ORDINANCE VARIANCES

1. Chapter 52.21 (A)(1): The water and sanitary sewer connection fees shall be waived for the subject property.
2. Chapter 52.29: The water and sewer capacity user fees shall be waived for the subject property.
3. Chapter 92.42: Delete this section. Bike paths will be provided on one side of the street in lieu of sidewalks on both sides of the street.
4. Chapter 96.21: Delete this section. Sign standards will be developed separately for the subject property.
5. Chapter 96.30 (N): Delete.

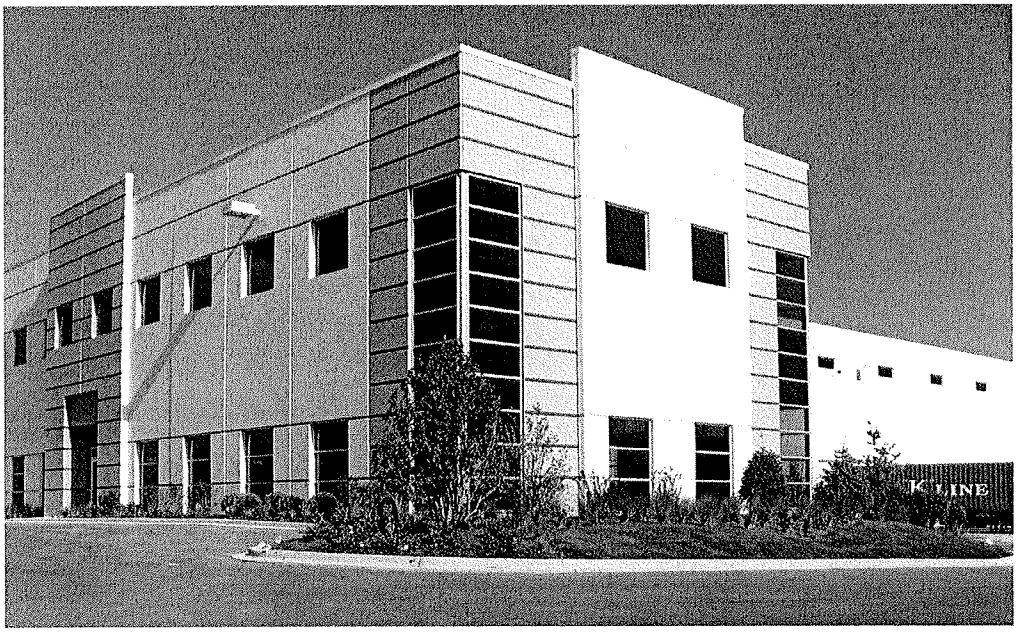
6. Chapter 150.66 (C)(1): Add the following allowable uses:
   - Lumber yard (with retail sales center)
   - Automobile, truck and trailer manufacturing, repair & distribution
   - Chapter 150.66 (C)(2): Add the following conditional uses:
   - Concrete batch plant
   - Asphalt Plant
   - Underground mining
   - Non-traditional building structures
7. Chapter 150.66 (D)(6): Revise to allow a 30-foot parking setback in the front yard.
8. Chapter 150.66 (D)(9)(b)(iv): Delete.
9. Chapter 150.66 (D)(9)(b)(vii)(B): Revise to allow long-term container storage west of Kavanaugh Road.
10. Chapter 150.66 (F): Revise to eliminate the need for approval of revised overall site plans every time we add land or building layouts change.
11. Chapter 150.67: Delete
12. Chapter 150.116 (B)(1): Revise the parking stall dimensions to be 9-ft by 18-ft.
13. Chapter 152.47 (C): Revise to allow for building permits to be issued prior to the completion of mass grading.
14. Chapter 152.57: These standards shall not apply to the PID zoning district.
15. Chapter 152.74: ROW widths shall be 1-foot behind curb.
16. Chapter 152.75: The typical cross-section shown in this section shall not apply to this development. The typical cross-sections shown on Exhibit H shall replace this Diagram 152.75.
17. Chapter 152.76: Revise to say that roads without curb will be allowed for temporary roads.
18. Chapter 152.78: Revise to allow bike paths on one side of the street in lieu of sidewalks on both sides.
19. Chapter 152.79 (C) & (F): Revise to allow Developer to select the type of street lighting.
20. Chapter 152.80 (A): Delete.
21. Chapter 152.91 (A): Revise to say building permits may be issued prior to construction and acceptance of public improvements. Occupancy permits shall be issued upon substantial completion of the necessary public improvements.
22. Chapter 152.102 (A): Revise to say utilities will be placed in easements as well as right-of-ways.
23. Chapter 152.105: Revise to say connection to the existing public sanitary sewer is not required. Temporary on-site sanitary treatment options and a permanent, separate treatment system to serve the subject property will be allowed.
24. Chapter 159.07 (B) (15): Revised to say construction can occur in the floodway prior to the receipt of the LOMR, provided a CLOMR has been obtained.
25. Chapter 159.07 (D): As part of this development, the applicant anticipates re-routing an existing farm ditch that is currently a mapped floodplain. The City will allow the relocation of this ditch and cooperate in the applicant's procedures to obtain a CLOMR (if necessary) and LOMR from FEMA, subject to the requirements of the Will County Stormwater Ordinance.

26. Chapter 159.07 (E) (2): Revise to say the compensatory storage requirement to be the replacement of 1.0 times the volume of floodplain storage lost. Also, remove the requirement that the floodway surface area cannot be reduced.
27. Chapter 159.07 (E) (9): Remove. Subject property will relocate any channels upon approval from the USCOE.
28. Chapter 159.07 (E) (14): Revise to say development activities can occur prior to the receipt of the LOMR, provided a CLOMR has been obtained.
29. Professional Fees shall be a set amount for this development.

LANDSCAPING ORDINANCE VARIANCES

Landscaping requirements shall be consistent with the requirements set forth in the PID.

EXAMPLE BUILDING DEPICTIONS



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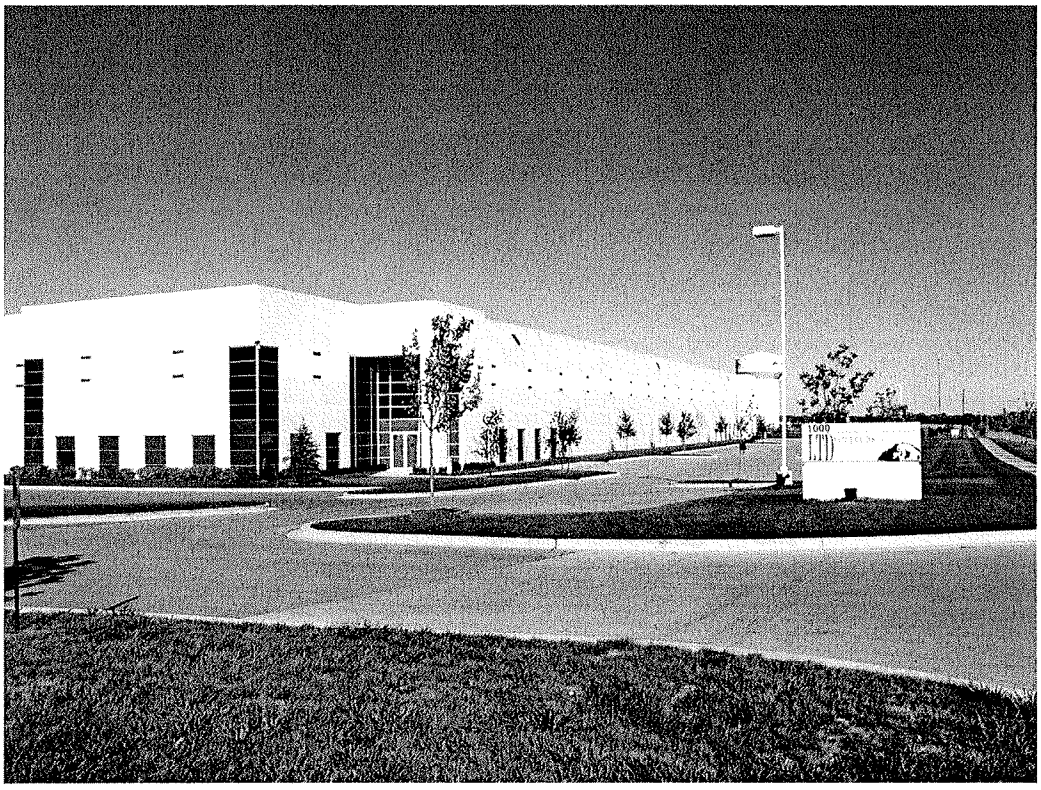

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EXHIBIT L

SIGNAGE

EXHIBIT L-1

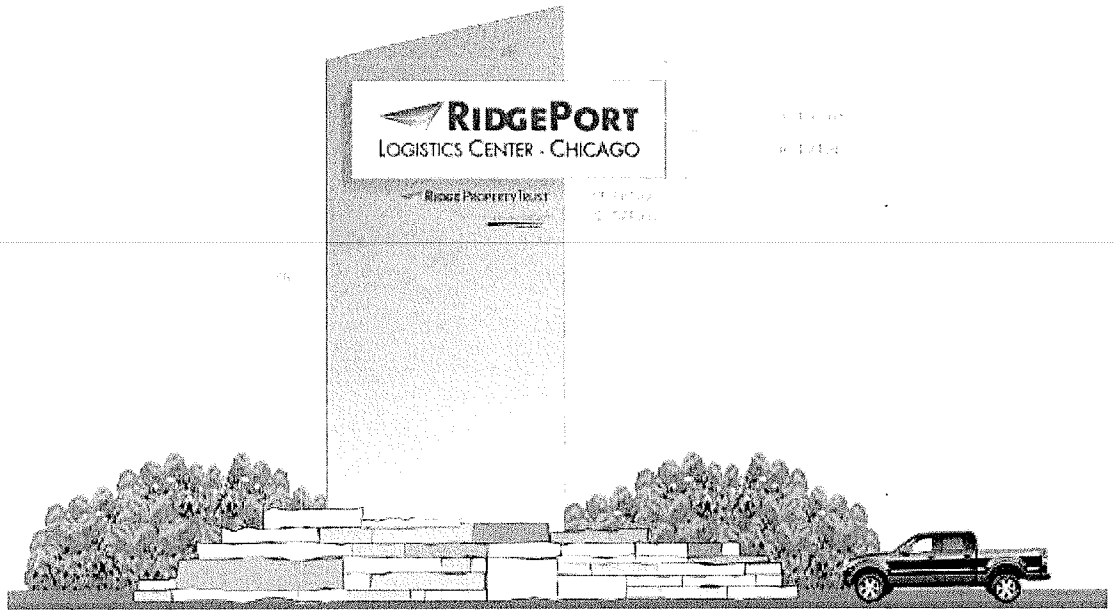
GENERAL SIGNAGE SPECIFICATIONS

	Business Park Monument Identification	Travel Plaza Signage	Commercial Pylon	Individual Lot Signage
Quantity Approved	Three (3)	One (1) per Travel Plaza developed	One (1) per twenty (20) acres of Commercial Development	Follow Zoning Requirements
Approximate Locations	Interstate Frontage at Major Business Park Entrances	Interstate Frontage	Interstate Frontage at Commercial Area	Various
Double Sided	Yes	Yes	Yes	Yes
Building Mounted Signage Approved	N/A	N/A	N/A	Yes
Maximum Height	50'	125' – Pole Mounted	100'	Follow Zoning Requirements
Construction Type	Steel, Aluminum, Concrete or Masonry	Steel, Aluminum, Plastic or Masonry	Steel, Aluminum, Plastic or Masonry	Steel, Aluminum, Plastic, Foam Core or Masonry
Illumination	Front & Back-Lights	Front & Back-Lights	Front & Back-Lights	Front & Back-Lights
Digital Display	Yes	Yes	Yes	Yes
Exhibit	L-2	L-3	L-4	L-5

All signs considered to be Tenant "Standard" signs shall be approved by the City for the commercial and industrial areas.

EXHIBIT L-2

BUSINESS PARK MONUMENT IDENTIFICATION



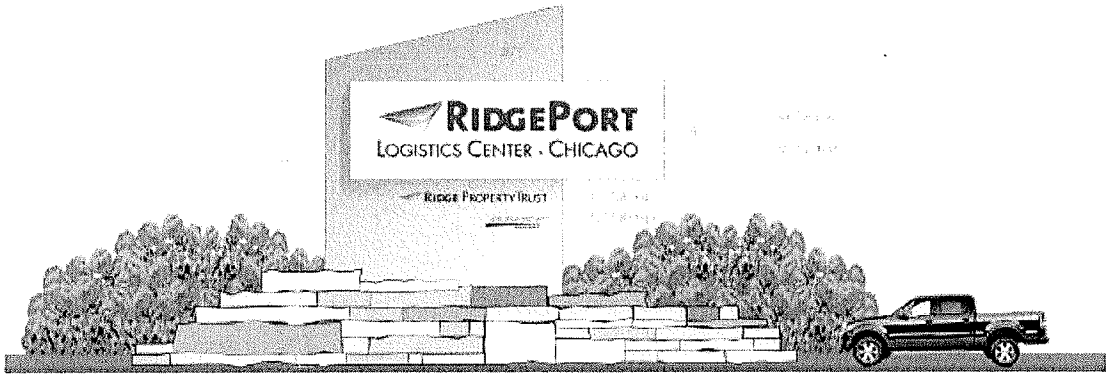


EXHIBIT L-3

TRAVEL PLAZA SIGNAGE

Travel Plaza Signage shall be subject to final review by the City, however, all signs considered to be Tenant "Standard" signs shall be approved by the City for the commercial and industrial areas.

EXHIBIT L-4

COMMERCIAL PYLON

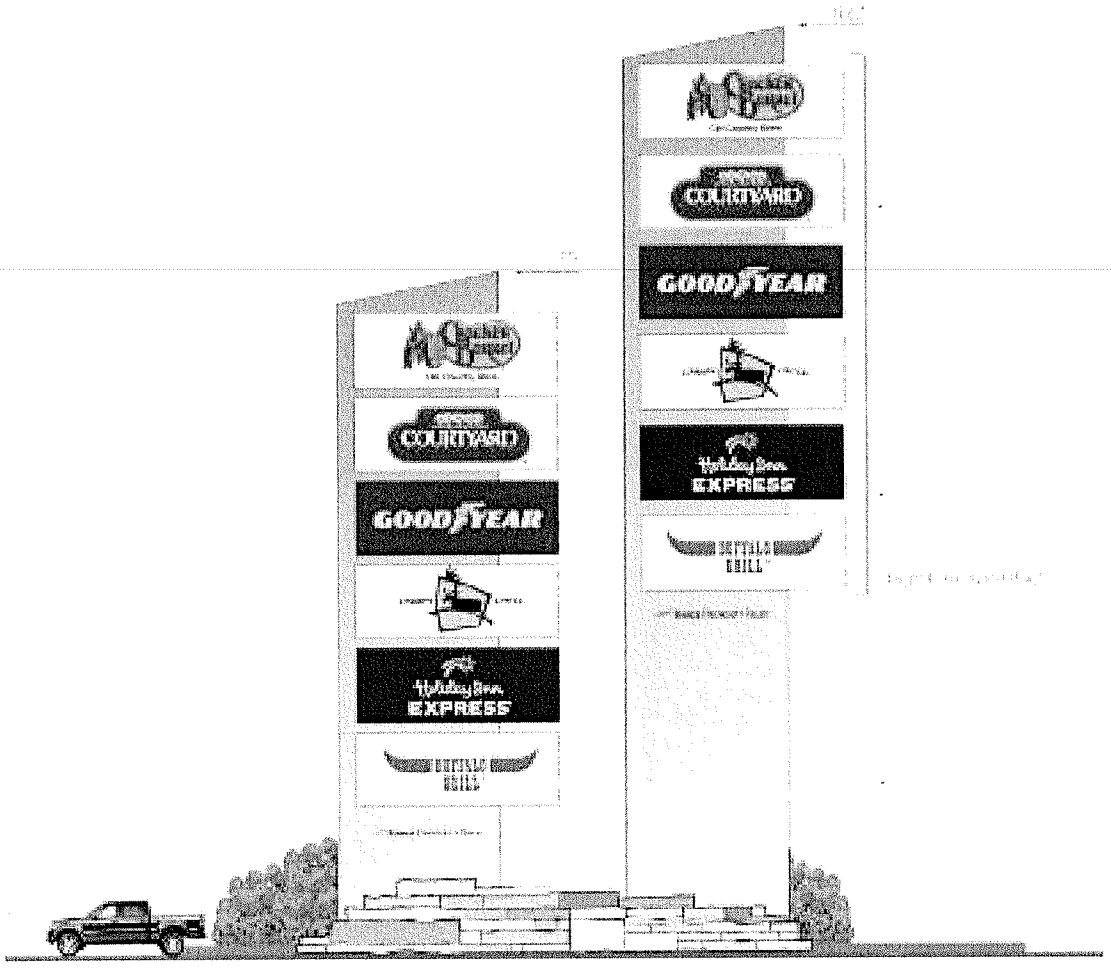


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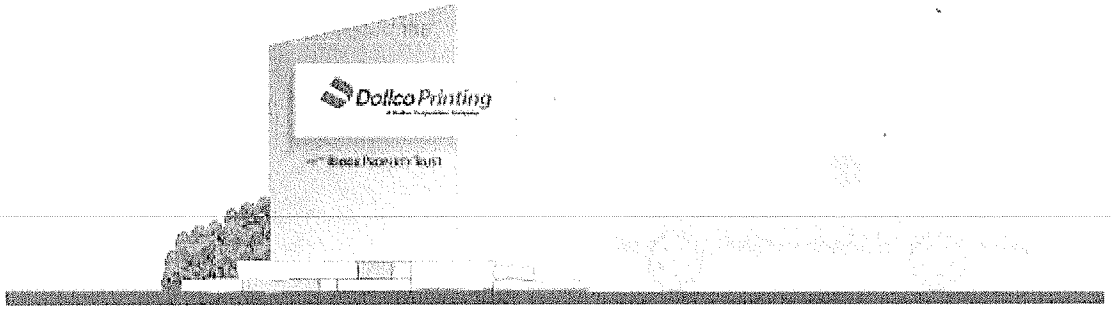
EXHIBIT L-5

INDIVIDUAL LOT SIGNAGE



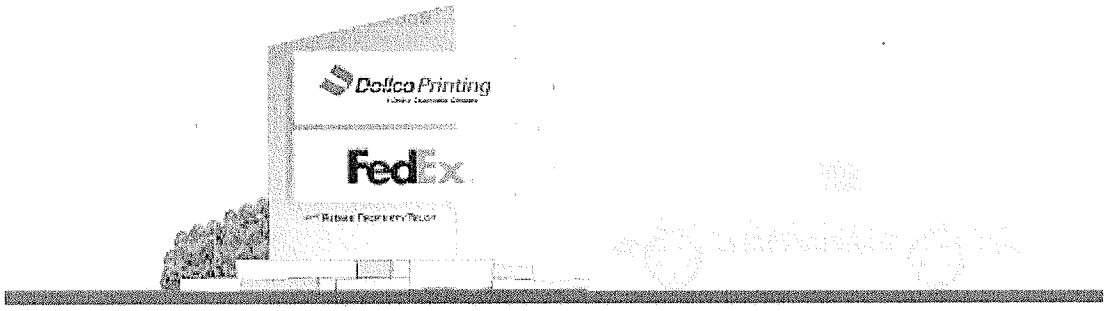


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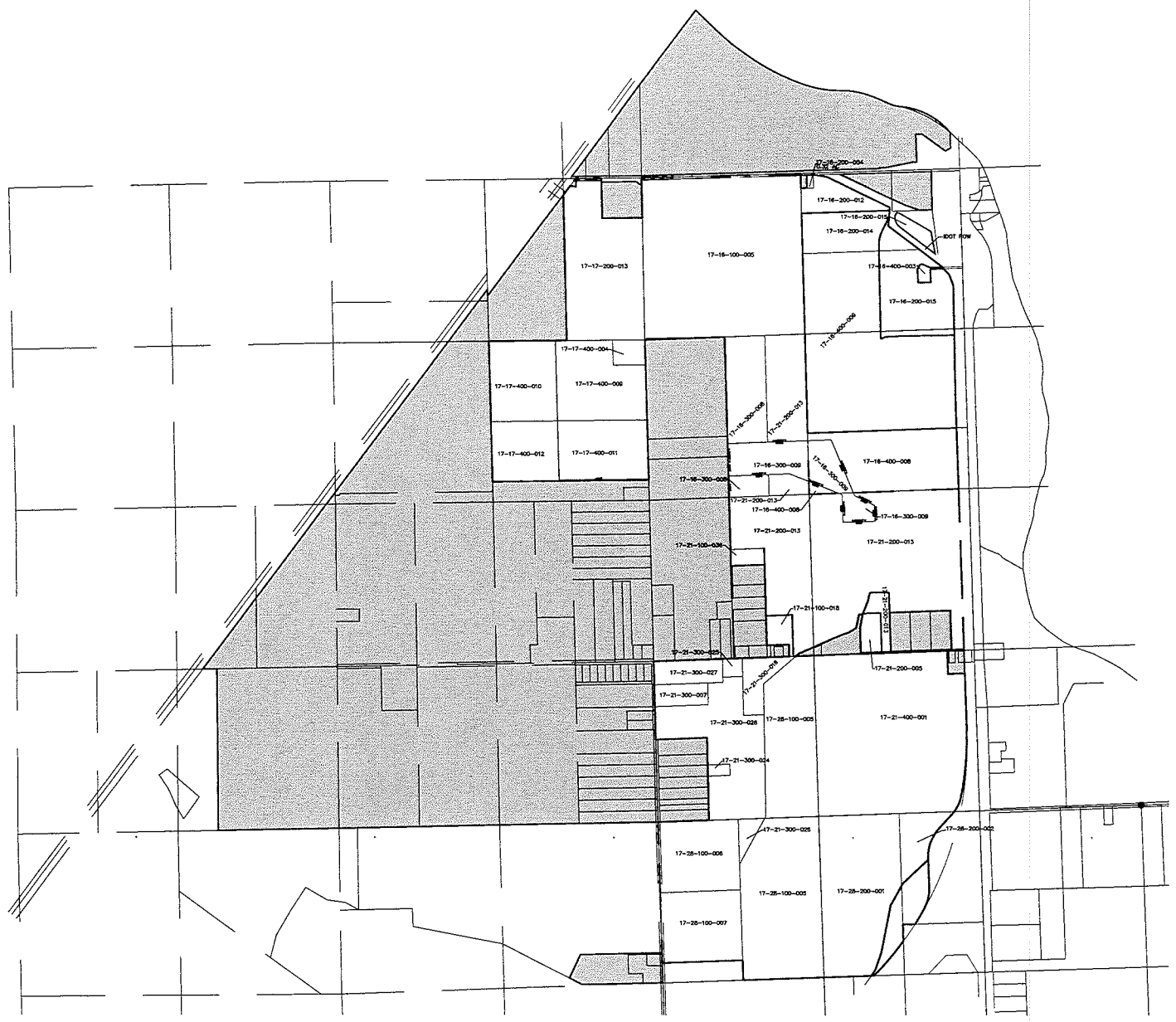
EXHIBIT M

MAINTENANCE GUIDELINES

- Road pavement shall be inspected between 12 and 18 months after the road has been opened and subjected to regular traffic. After this initial inspection, the pavement shall be inspected every 2-years.
- Concrete slab corner breaks shall be repaired if the crack is greater than ½-inch wide.
- If a concrete slab is split into 4 or more pieces and the elevation difference between the pieces is greater than 3\8-inch, the slab shall be removed and replaced.
- If durability cracking (cracks running parallel to joints) is occurring over 15% of the slab area and pieces are loose or missing, the slab shall be repaired.
- If faulting (elevation difference across a joint) is greater than 3/8-inch, the faulting shall be repaired.
- If more than 10% of the joint sealer in a delineated area is missing or damaged, the sealant shall be replaced in said delineated area.
- Linear cracks that are more than ½-inch and less than 2-inches wide shall be filled with crack sealer. Slabs with cracks that are greater than 2-inches wide shall be replaced.
- If scaling is occurring over 15% of the slab, it shall be replaced.
- If a corner spall is at least 2-inches deep and greater than 30 square inches, or 1-inch deep and greater than 150 square inches, it shall be repaired.
- If joint spalling results in loose or missing pieces and is at least 2-feet long, it shall be repaired.

EXHIBIT N

PROPOSED RECAPTURE SERVICE AREA



JACOB & HEFNER ASSOCIATES, INC.
ENGINEERS ◦ SURVEYORS
1901 South Meyers Rd., Suite 350
Oakbrook Terrace, IL 60181
630-652-4600 FAX 630-652-4601

PROPOSED RECAPTURE SERVICE AREA

PROJECT NAME:	RIDGEPORT LOGISTICS CENTER		
CLIENT NAME:	RIDGE PROPERTY TRUST		
LOCATION:	WILMINGTON, ILLINOIS		
DATE PREPARED:	2/11/10		
SHEET:	EX N	JOB NO.	E038

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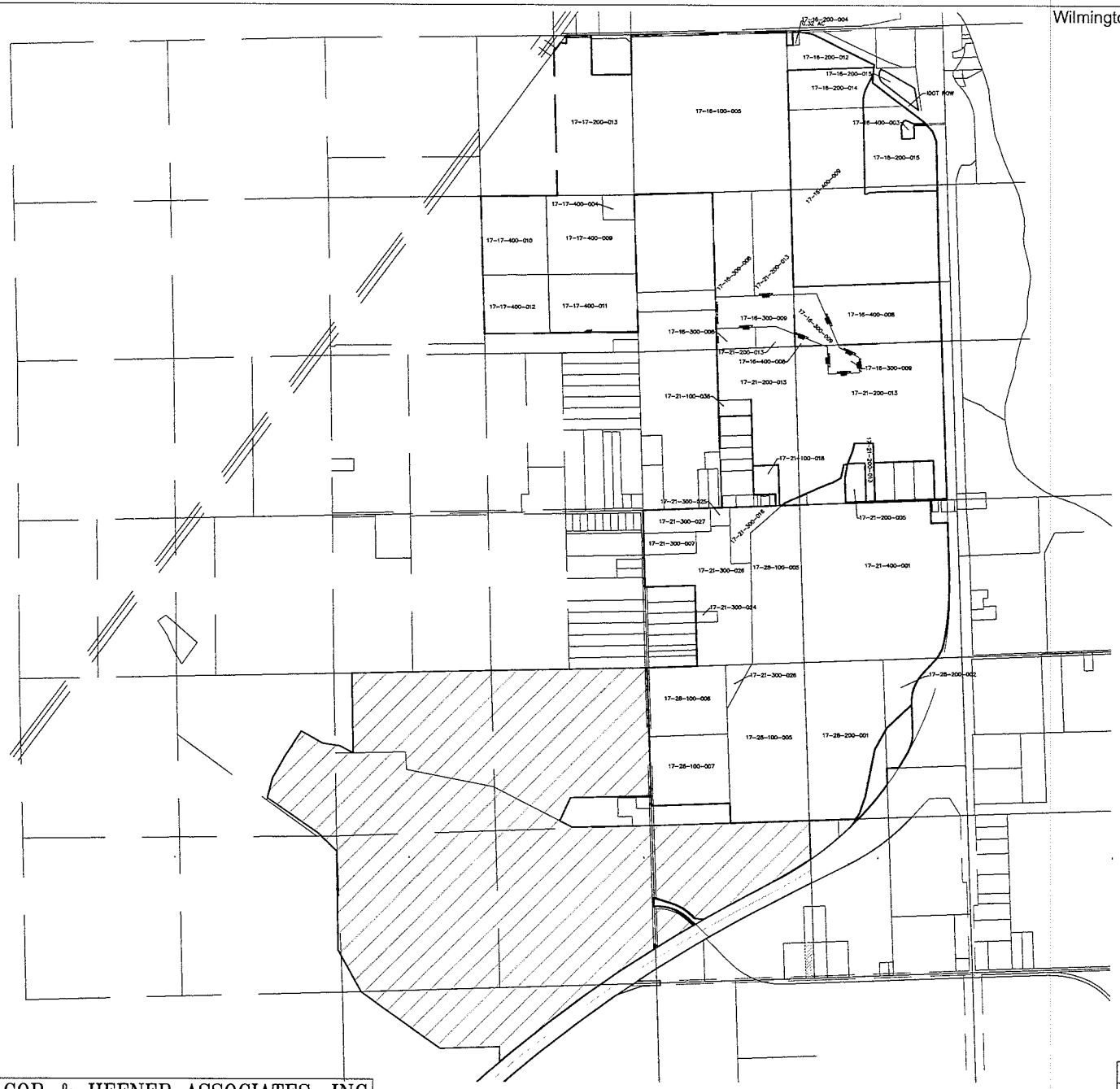
EXHIBIT N-1

PROPOSED LIMITED RECAPTURE SERVICE AREA

Wilmington Annexation Exhibits Revised 04-13-10



PROPOSED LIMITED RECAPTURE SERVICE AREA

JACOB & HEFNER ASSOCIATES, INC.
ENGINEERS ◦ SURVEYORS
1901 South Meyers Rd., Suite 350
Oakbrook Terrace, IL 60181
630-652-4600 FAX 630-652-4601

PROJECT NAME:	RIDGEPORT LOGISTICS CENTER		
CLIENT NAME:	RIDGE PROPERTY TRUST		
LOCATION:	WILMINGTON, ILLINOIS		
DATE PREPARED:	2/11/10		
SHEET:	EX. N-1	JOB NO.	E038

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EXHIBIT N-2

UTILITY SERVICE AREA A

Wilmington Annexation Exhibits Revised 04-13-10

JACOB & HEFNER ASSOCIATES, INC.
ENGINEERS ◦ SURVEYORS
1901 South Meyers Rd., Suite 350
Oakbrook Terrace, IL 60181
630-652-4600 FAX 630-652-4601

UTILITY SERVICE AREA A

PROJECT NAME:	RIDGEPORT LOGISTICS CENTER		
CLIENT NAME:	RIDGE PROPERTY TRUST		
LOCATION:	WILMINGTON, ILLINOIS		
DATE PREPARED:	2/11/10		
SHEET:	EX. N-2	JOB NO.	E038

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EXHIBIT N-3

UTILITY SERVICE AREA B

N

1"=2500'

JACOB & HEFNER ASSOCIATES, INC.
ENGINEERS • SURVEYORS
1901 South Meyers Rd., Suite 350
Oakbrook Terrace, IL 60181
630-652-4600 FAX 630-652-4601

UTILITY SERVICE AREA B

PROJECT NAME:	RIDGEPORT LOGISTICS CENTER		
CLIENT NAME:	RIDGE PROPERTY TRUST		
LOCATION:	WILMINGTON, ILLINOIS		
DATE PREPARED:	2/11/10		
SHEET:	EX N-3	JOB NO.	E038

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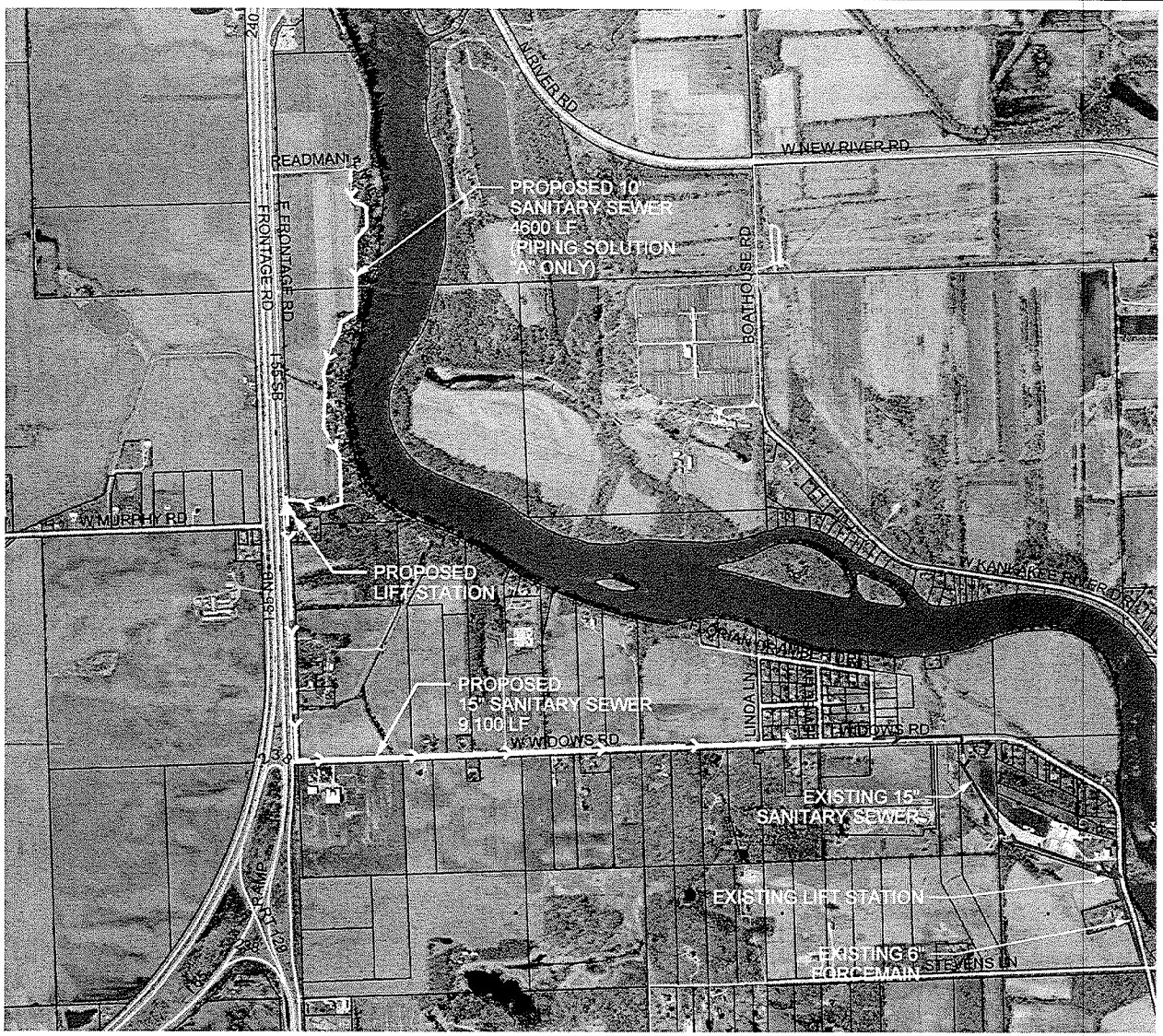
EXHIBIT N-4

PIPING SOLUTION IMPROVEMENT – WEST OF THE WATER TREATMENT PLANT



Wilmington Annexation Exhibits Revised 04-13-10

SCALE: N.T.S.

CITY OF WILMINGTON

RIDGEPORT ANNEXATION

EXHIBIT N–4
PHASE 1

ROBERT E. HAMILTON
CONSULTING ENGINEERS P.C.
JOLIET, ILLINOIS
REV. 1-20-2010

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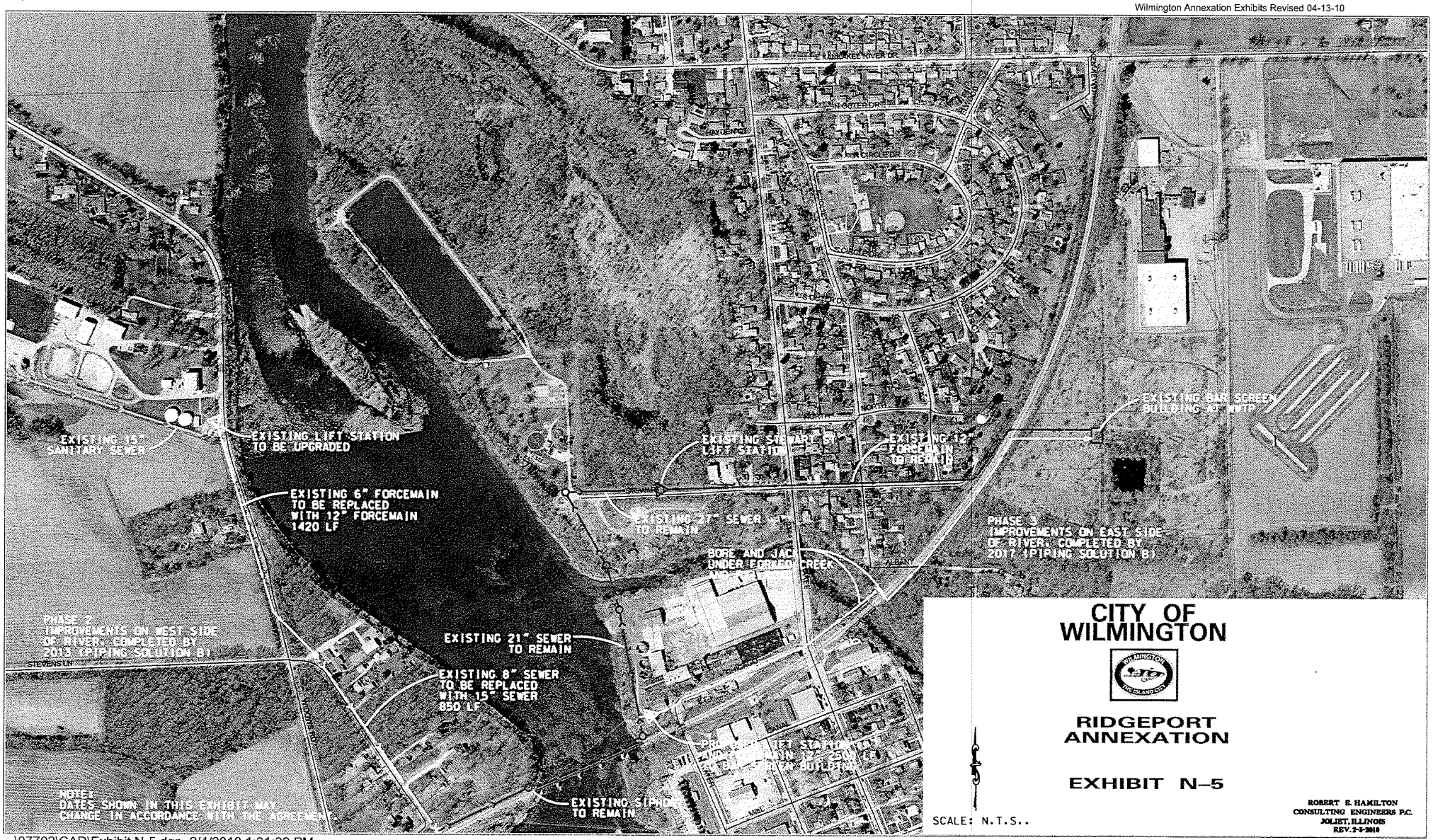
EXHIBIT N-5

PIPING SOLUTION IMPROVEMENT – EAST OF THE WATER TREATMENT PLANT

Wilmington Annexation Exhibits Revised 04-13-10



CITY OF WILMINGTON

RIDGEPORT ANNEXATION

EXHIBIT N–5

SCALE: N.T.S..

ROBERT E. HAMILTON
CONSULTING ENGINEERS P.C.
JOLIET, ILLINOIS
REV. 2-5-2010

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EXHIBIT N-6

PIPING SOLUTION COSTS

Robert E. Hamilton
Consulting Engineers, P.C.
3230 Executive Dr.
Joliet, IL 60431
815-730-3444

EXHIBIT N-6

Piping Solution A (Phase 1)
Exhibit N-4, Exist. 15" At Soldiers Widows/Tommy Drive Extend to Murphy Roac

No.	Item	Quantity	Unit	Unit Price	Total
1	15" PVC SDR 26	9,100	LF	$55	$500,500
2	4' Diameter Sanitary Manhole w/Ty1 F&L	26	EA	$5,000	$130,000
3	Restoration - 15" Sewer	9,100	LF	$35	$318,500
4	Lift Station, Valve Vault, Site Improvements	1	LS	$400,000	$400,000
5	10" PVC SDR-26	4,600	LF	$40	$184,000
6	Restoration -10" Sewer	4,500	LF	$25	$112,500
7	4' Diameter Sanitary Manhole w/Ty1 F&L	13	EA	$5,000	$65,000
8	Bore & Jack under Unamed Creek	1	LS	$45,000	$45,000
9	Sanitary Service, Short	30	EA	$2,000	$60,000
10	Sanitary Service, Long	9	EA	$4,000	$36,000
Total					$1,851,500
Contingency 10%					$183,530
					$2,035,030

Piping Solution A (Phase 2 and 3)
Exhibit N-5, Improvements from the WTP East to the WWTP

No.	Item	Quantity	Unit	Unit Price	Total
1	15" PVC SDR 26	830	LF	$55	$45,650
2	4' Diameter Sanitary Manhole w/Ty1 F&L	3	EA	$5,000	$15,000
3	Restoration -Sewer	830	LF	$40	$33,200
4	Lift Station, Valve Vault, Site Improvements	1	LS	$400,000	$400,000
5	12" AWWA C-905, DR-25	1,420	LF	$50	$71,000
6	Restoration -Forcemain	1,420	LF	$25	$35,500
7	Offload Lift Station, Valve Vault, Site Improvements	1	LS	$400,000	$400,000
8	Offload Forcemain 12" AWWA C-905, DR-25	2,500	LF	$45	$112,500
9	Bore & Jack under Railroad & Forked Creek	2	EA	$60,000	$120,000
10	Offload Restoration -Forcemain	2,500	LF	$40	$100,000
Total					$1,332,850
Contingency 10%					$132,120
					$1,464,970

Project Total for Piping Solution A **$3,500,000**

Piping Solution B (Phase 1 Modified)
Exhibit N-4, Exist. 15" At Soldiers Widows/Tommy Drive Extend to Murphy Roac

No.	Item	Quantity	Unit	Unit Price	Total
1	15" PVC SDR 26	9,100	LF	$55	$500,500
2	4' Diameter Sanitary Manhole w/Ty1 F&L	26	EA	$5,000	$130,000
3	Restoration - 15" Sewer	9,100	LF	$35	$318,500
4	Lift Station, Valve Vault, Site Improvements	1	LS	$400,000	$400,000
9	Sanitary Service, Short	9	EA	$2,000	$18,000
10	Sanitary Service, Long	5	EA	$4,000	$20,000
Total					$1,387,000
Contingency 10%					$138,700
					$1,525,700

Piping Solution B (Phases 2 and 3)
Exhibit N-5, Improvements from the WTP East to the WWTP
Cost Total Same as Piping Solution A $1,464,970

Project Total for Piping Solution B **$2,990,670**

EXHIBIT N-7

PIPING SOLUTION B FINANCING TERMS

Robert E. Hamilton
Consulting Engineers, P.C.
3230 Executive Dr.
Joliet, IL 60431
815-730-3444

City of Wilmington
Piping Solution
Financing Summary

Prepared by: TRJ
1/11/10

EXHIBIT N-7

Payment Calculations for Piping Solution A (Phases 1-3)

Estimated Collection Sewer Cost	$3,500,000
Engineering, Legal and Construction Interest	$645,000
City Share	$1,865,250
Owner Share	$2,279,750

Annual Payment Option for Sewer Improvements

Amount Financed	$2,279,750
Upfront Payment	$175,000
Interest Rate (10 Year Term)	3.25%
Annual Payment (10 Years)	**$192,500**

Payment Calculations for Piping Solution B (Phase 1 Only)

Estimated Collection Sewer Cost	$1,525,700
Engineering and Legal Costs	$301,500
Owner Share	$1,827,200

H620

EXHIBIT N-8

SANITARY SEWER RECAPTURE AREA

SCALE: N.T.S.

CITY OF WILMINGTON

RIDGEPORT ANNEXATION

EXHIBIT N–8

SANITARY SEWER RECAPTURE AREA

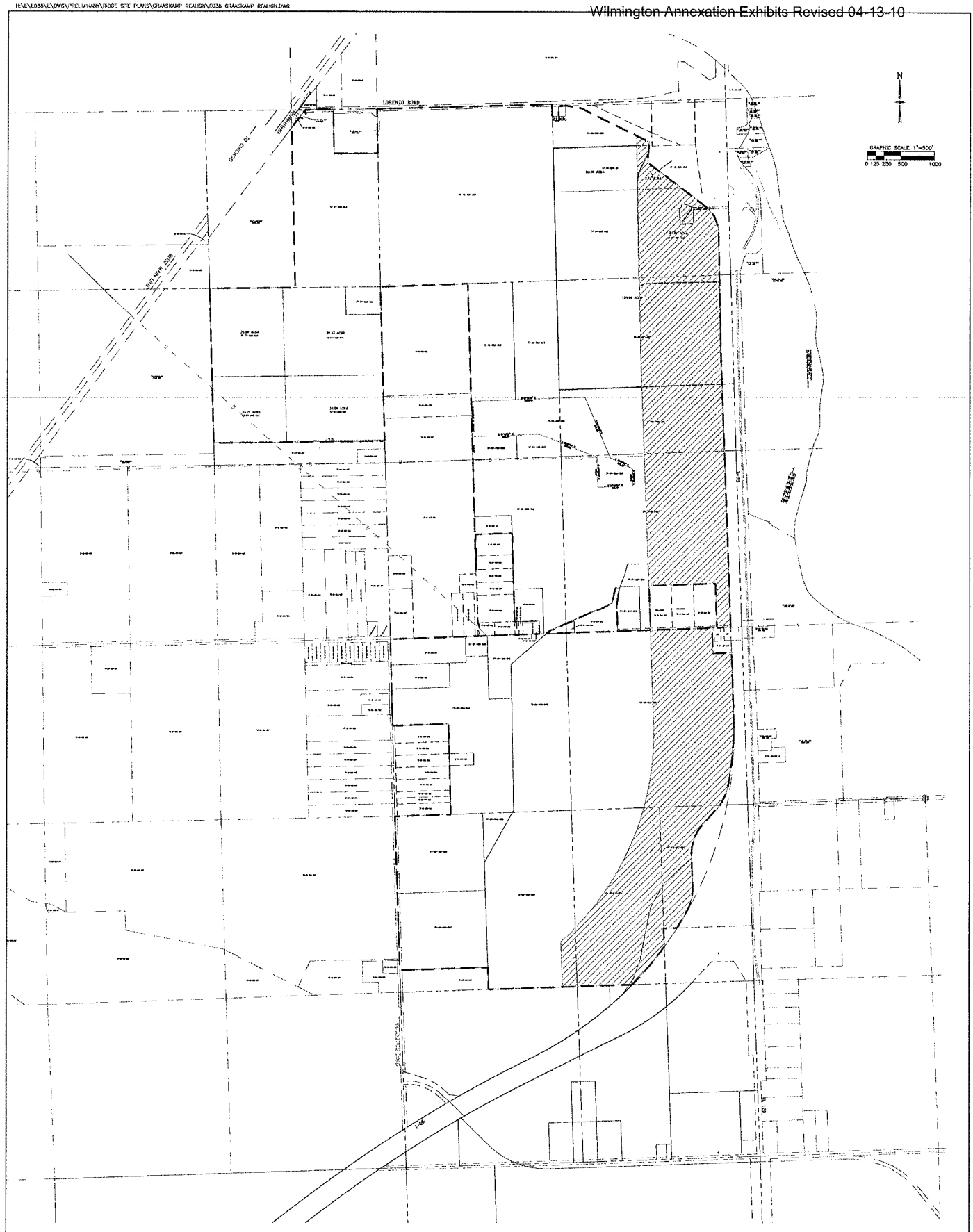
ROBERT R. HAMILTON
CONSULTING ENGINEERS P.C.
JOLIET, ILLINOIS
REV. 1-11-2010

EXHIBIT O

RAILROAD YARD EXCLUDED PROPERTY

H:\E\E038\E\DWG\PRELIMINARY\RIDGE SITE PLANS\GRAASKAMP REALIGN\E038 GRAASKAMP REALIGN.DWG

Wilmington Annexation Exhibits Revised 04-13-10



EX. 1	E038	1"=500'	JACOB & HEFNER ASSOCIATES, INC. ENGINEERS • SURVEYORS 1901 S.Meyers Road, Suite 350 OAKBROOK TERRACE, IL 60181 PHONE: (630) 652-4600 FAX: (630) 652-4601	EXHIBIT O RIDGEPORT LOGISTICS CENTER RIDGE PROPERTY TRUST WILMINGTON, ILLINOIS	No. Description 2/11/10 Date

EXO 221

EXHIBIT P

DEPICTION OF PROPOSED TIF AREA

Wilmington Annexation Exhibits Revised 04-13-10

N

GRAPHIC SCALE 1"=2000'

TOTAL AREA = +/- 1275 ACRES
Area includes all of the hatched area and does not include the existing Lorenzo Road and I-55 Right-of-Way.

JACOB & HEFNER ASSOCIATES, INC.
ENGINEERS ◦ SURVEYORS
1901 South Meyers Rd., Suite 350
Oakbrook Terrace, IL 60181
630-652-4600 FAX 630-652-4601

PROJECT NAME:	TIF EXHIBIT		
CLIENT NAME:	RIDGE LOGISTICS PARK I, LLC		
LOCATION:	WILMINGTON, ILLINOIS		
DATE PREPARED:	2/11/10		
SHEET:	EX. P	JOB NO.	E038

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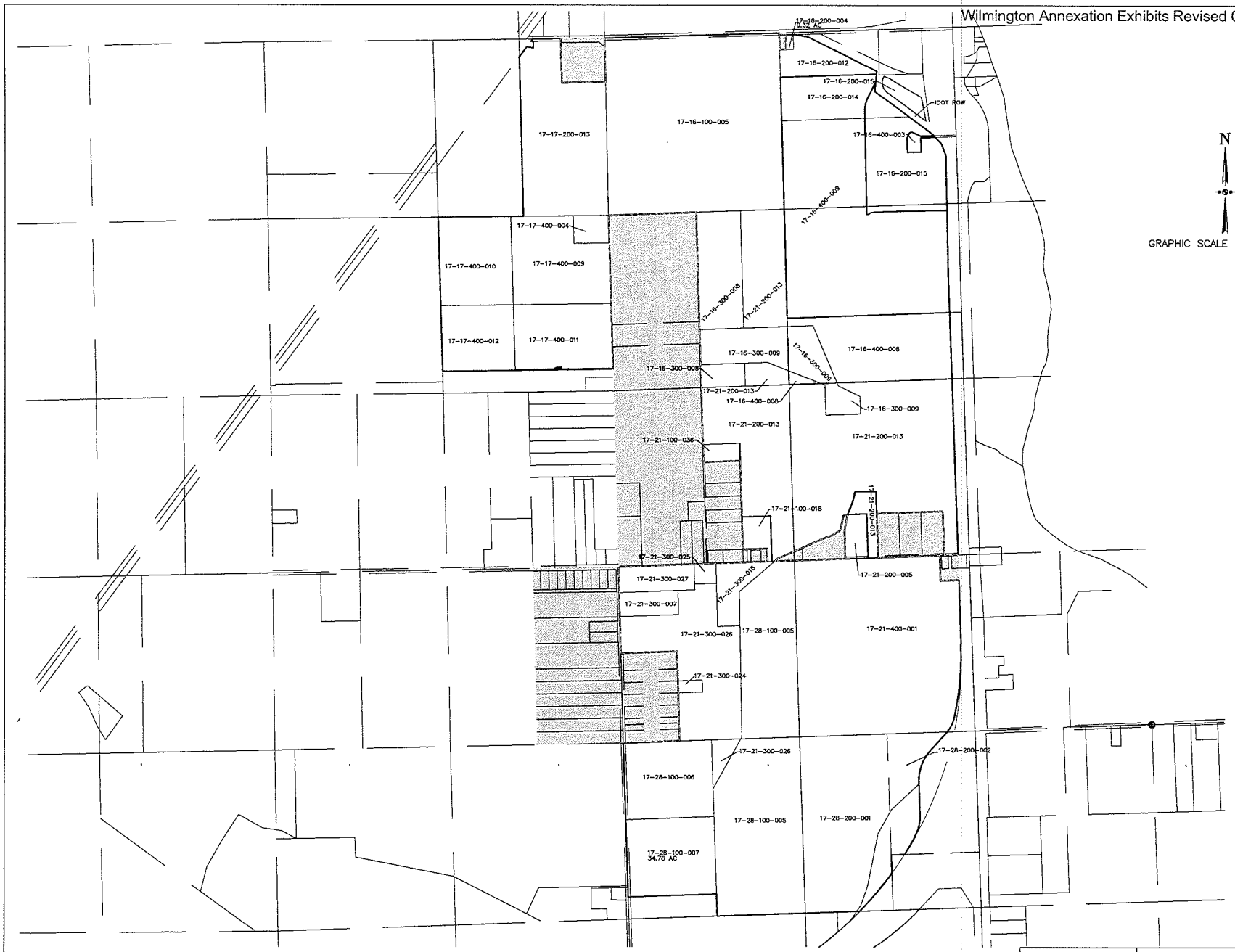
EXHIBIT Q

INTENTIONALLY DELETED

EXHIBIT R

AFFECTED AREA

Wilmington Annexation Exhibits Revised 04-13-10



N

GRAPHIC SCALE 1"=2000'

JACOB & HEFNER ASSOCIATES, INC.
ENGINEERS ◦ SURVEYORS
1901 South Meyers Rd., Suite 350
Oakbrook Terrace, IL 60181
630-652-4600 FAX 630-652-4601

PROJECT NAME:	ON-SITE PIN EXHIBIT		
CLIENT NAME:	RIDGE PROPERTY TRUST		
LOCATION:	DIAMOND, ILLINOIS		
DATE PREPARED:	2/11/10		
SHEET:	EX	JOB NO.	E038

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EXHIBIT R-1

MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT ("Memorandum") is entered into as of _____, 2010 by and between the City of Wilmington (the "City") and Ridge Logistics Park I, LLC, a Delaware limited liability company, its affiliates, subsidiaries and related entities (each individually, or collectively "Ridge") with reference to the following facts and intentions:

A. Ridge plans to develop an industrial park on land currently owned by Ridge (the "Project"). Ridge and the City have entered into that certain Annexation Agreement dated _____ (the "Annexation Agreement") regarding the annexation of the Project into the city limits of the City. As required under the Annexation Agreement, Ridge has agreed to establish a program for purchasing certain Residences (as defined herein) currently located near the Project (the "Program").

B. Ridge and the City desire to set forth the basic terms of the Program with respect to the development of the Project.

1. The property currently owned by Ridge as well as property potentially owned by Ridge in connection with the Project (the "Project Boundary") is outlined in Exhibit A. The Program shall apply only to those Residences currently located in that portion of the Project Boundary depicted in Exhibit B (the "Program Area").

2. The first phase of the Program requires that Ridge, by no later than _____, 2010 (being one hundred eighty (180) days after the annexation of the Project into the City), and, at its sole cost and expense, engage a licensed appraiser (being an MAI member of the American Institute of Real Estate Appraisers or if such organization is no longer active, any equivalent successor thereof) to prepare (and complete) appraisals of each of the Residences (including the underlying land of less than fifteen (15) acres) located within the Program Area (with such appraisal reflecting value for use as one (1) single family home). Ridge shall use reasonable efforts to obtain the cooperation of the owner of the applicable Residence (the "Owner") to the appraisal. Any appraisal hereunder shall specifically exclude any and all factors relating to, and/or potential impacts of, the Project upon the determination of value of the applicable Residence. As part of such process, Ridge shall provide each Owner with a summary of this Memorandum (and a copy of the document itself) (the "Summary Letter"), which will also serve to advise the Owner that Ridge's appraiser will contact him/her shortly and request that the Owner reasonably cooperate in the appraisal process (including among other things allowing the appraiser access to the Residence and providing such additional information as the appraiser may require). However, if notwithstanding having been provided with the Summary Letter (which includes Ridge's request for the Owner's reasonable cooperation), the Owner does not so choose to cooperate, Ridge shall obtain such appraisal as may be capable of being provided without the Owner's cooperation which shall be deemed to satisfy the appraisal requirement hereunder. Ridge shall use reasonable efforts to deliver to each Owner of a Residence within the Program

Area (with a copy to the City) a copy of the appraisal for his/her Residence by no later than _____, 2010 (being two hundred forty (240) days after the annexation of the Project into the City). Such appraisal shall be used as the basis for determining the Offer Price (as defined herein). The appraisal shall be accompanied by a letter from Ridge setting forth the Offer Price for the Residence (such notice is referred to herein as the "Ridge's Appraisal Notification"). Not later than thirty (30) days after delivery to the Owner of Ridge's Appraisal Notification, each Owner shall have the option of timely notifying Ridge in writing of such Owner's election (1) to accept the appraised value of such Owner's Residence as reflected in the appraisal prepared for Ridge or (2) submit such matter to arbitration as provided herein. If the Owner elects (2) in the preceding sentence, Ridge and the applicable Owner(s) shall submit the matter to arbitration according to the procedures set forth in clause 3 hereof. If an Owner fails to notify Ridge in writing within said thirty (30) day period of such Owner's objection, the applicable Owner shall be deemed to have accepted the determination of the appraised value (as set forth in the appraisal delivered by Ridge) that will be used for determining the Offer Price (as defined herein) and to have waived its right to submit the matter to arbitration. In addition, Ridge shall include with the Summary Letter a document entitled "Memorandum of Participation in Program", which is intended to be recorded against title to the Residence for purposes of providing record notice to subsequent Owners of the existence of the Program as it relates to the Residence. The Owner shall be required to fully and properly execute the Memorandum of Participation in Program (including all necessary original signatures and notaries) within thirty (30) days after delivery to such Owner (along with the Summary Letter). If an Owner fails to return the Memorandum of Participation in Program to Ridge within such thirty (30) day period (or fails to return it in the form required hereunder within such thirty (30) day period), the Program shall still apply to the Residence, but, at Ridge's option (in its sole discretion), may no longer be applicable to any subsequent Owners of the Residence.

3. If an Owner has elected to submit the matter to arbitration as provided in clause 2 above, the appraised value of the Residence shall be determined by one or more real estate appraisers, each and all of whom shall be MAI members of the American Institute of Real Estate Appraisers or if such organization is no longer active, any equivalent successor thereof, as follows, and the appraised value shall thereupon be determined as follows: Within fifteen (15) days after an Owner's election to submit the matter to arbitration as provided above, the Owner shall select its own appraiser to prepare an appraisal of the Residence in accordance with this Memorandum within thirty (30) days after such appraiser's selection. Such Owner's appraiser must be an MAI member of the American Institute of Real Estate Appraisers or if such organization is no longer active, any equivalent successor thereof. If Owner's appraiser has made its determination of the appraised value of the Residence within the aforesaid thirty (30) day period, and if the difference between the Owner's appraiser's appraisal and Ridge's appraiser's appraisal does not exceed five (5%) percent of the lesser of the two determinations, then the appraised value of the Residence shall be deemed to be the average of the two appraisers' determinations of the appraised value. If, however, the difference between the two appraisers' determinations of the appraised value of the Residence exceeds five (5%) percent of the lesser of the two determinations, then the two appraisers shall be instructed

to and shall have twenty (20) days within which to select a third appraiser. If the two appraisers fail to select a third appraiser within such twenty (20) day period, either party may request the American Arbitration Association, or any equivalent successor organization, to select a third appraiser within twenty (20) days after receiving such request, and the parties shall be bound by any such selection made within such twenty (20) day period. If the American Arbitration Association, or any such successor organization, fails to select the third appraiser within such twenty (20) day period, either party may apply to any court having jurisdiction to make such selection. Any appraiser selected by the first two appraisers, by the American Arbitration Association or such successor organization or by such court shall be instructed to determine the appraised value of the Residence within thirty (30) days after such selection. If the determination of the appraised value by the third appraiser exceeds the higher of the appraisals made by the first two appraisers, the appraised value shall be the higher of the determination of the appraised value made by the first two appraisers. If the determination of the appraised value by the third appraiser is less than the lower of the appraisals made by the first two appraisers, the appraised value shall be the lower of the determinations of the appraised value made by the first two appraisers. In all other cases, the appraised value of the Residence shall be the appraised value as determined by the third appraiser. The determination of the appraised value in accordance with this provision shall be final and binding on the parties. Each party shall pay the cost of the appraiser selected by it and shall pay one-half of the cost of the third appraiser, if any. To facilitate such arbitration procedures hereunder, Ridge agrees to enter into such further agreements with the Owner as may be reasonably necessary to facilitate the appraisal process hereunder. If, after exercising reasonable efforts, Ridge is unable to secure the necessary agreement with the Owner regarding the appraisal process, Ridge's appraisal shall be used for determining the Offer Price and the Owner shall be deemed to have waived its right to submit the matter to arbitration.

4. In accordance with the terms of this Memorandum, Ridge agrees to make an offer to the Owner to purchase any Residence within the Program Area to the extent that any of the lot lines for the underlying lot (of less than fifteen (15) acres) for such Residence is within a one-half (1/2) mile radius of any platted lot line for a lot on which Ridge desires to commence development of an industrial building (the "Affected Residences") prior to and as a precondition to the City issuing a building permit for any development activities on such lot. A "Residence" is defined as and is limited to the existing single family dwelling which, at the time of the offer (and as of the date hereof), is in habitable condition per City residential occupancy standards and has been inhabited by the occupant thereof for at least six (6) months prior to the issuance of the offer, along with the underlying improved lot of less than fifteen (15) acres (for use as one (1) single family home; which acreage must all be part of the same legal description and shall not be improved, separately entitled or subdivided for use other than as part of the Residence), as well as all appurtenant rights (expressly including all mineral rights). The "Platted Lot Line" is defined as the property line of the underlying lot upon which a building permit is requested. The foregoing radius restriction shall not apply with respect to any roadways and any other public improvements (including water towers, sewer and water facilities, and utility lines). Notwithstanding the foregoing and irrespective of the

one-half (1/2) mile radius restriction referred to herein, Ridge agrees to make an offer hereunder to all applicable Owners to purchase their Residence within the Program Area, subject to the following geographic parameters and outside dates:

(a) For those Residences within the Program Area and located North of Murphy Road for which Ridge has not previously extended an offer hereunder or for which a waiver or other alternative arrangement was not previously entered into between the parties by an outside date of ten (10) years after the commencement of construction of the first industrial building at the Project, Ridge agrees to make an offer hereunder to the Owners at all such Residences within thirty (30) days after the expiration of such ten (10) year period.

(b) For those Residences within the Program Area and located South of Murphy Road for which Ridge has not previously extended an offer hereunder or for which a waiver or other alternative arrangement was not previously entered into between the parties by an outside date of fifteen (15) years after the date of commencement of construction of the first industrial building at the Project, Ridge agrees to make an offer hereunder to the Owners of all such Residences within thirty (30) days after the expiration of such fifteen (15) year period. Notwithstanding the foregoing, to the extent that Ridge has completed Phases I and II of the Project (as such terms are defined in the Annexation Agreement) on or before the expiration of the ten (10) year period referred to in Section 4(a) above, the fifteen (15) year period set forth in this Section 4(b) shall be reduced to twelve (12) years after the date of commencement of construction of the first industrial building at the Project.

5. The purchase price included in the Offer shall be equal to one hundred twenty-five percent (125%) of the appraised value as determined by the appraisal process set forth in Section 2 (the "Offer Price"); provided, however, the Offer Price for sales consummated in each year subsequent to 2010 (i.e. commencing in _____ of 2011 and continuing each year thereafter) shall be increased on an annual basis to 102% of the Offer Price for the immediately preceding year (or partial year). The Offer Price may be divided such that it reflects an allocation between the 100% appraised value and the 25% allowance. The Offer Price shall be fixed on the basis of the appraisal mechanism provided that there has been no material adverse change to the Residence. If there has been any such material adverse change, Ridge shall have the right, at its sole option and expense (and in addition to the rights described below), to obtain an updated appraisal at that time for purposes of determining the Offer Price hereunder, provided that the Owner shall also have the right to submit the matter to arbitration in accordance with the provisions set forth above. The appraisal mechanism is included solely for determining the Offer Price. In addition, at all times hereunder (both prior to and after an Offer is submitted to the Owner), the Owner shall be obligated to maintain the Residence in its current condition, shall not allow any unpermitted encumbrances (such as liens or any other unacceptable title matters) to be attached to such property, shall not allow for any separate conveyance or severing of any rights (including but not limited to any mineral rights) and shall not allow any material adverse change to occur to the property, its marketability or its value. To the extent Ridge so notifies the Owner in writing of the

occurrence of any or all of the foregoing, the Owner shall have a period of thirty (30) days thereafter to cure such matter to Ridge's satisfaction, as determined by Ridge in its sole discretion. If the deficiencies are not properly cured, Ridge shall so notify the Owner and the City, whereupon Ridge shall have no further obligations hereunder with respect to the Owner and the applicable Residence. The Offer shall otherwise be upon customary and reasonable market terms and conditions and set forth in a standard form of real estate purchase contract to be delivered to the applicable Owner(s) by Ridge (the "Purchase Contract"). In no event shall Ridge pay any brokerage commissions or finder's fees under any Purchase Contract or in connection with any conveyance contemplated hereunder. The Purchase Contract shall, if acceptable to the Owner, stipulate that a copy of the fully executed Purchase Contract shall be delivered to the City promptly after execution. If the Purchase Contract does not allow for delivery of a copy to the City, Ridge shall instead, within ten (10) days after the effective date of the Purchase Contract, provide written notification to the City that Ridge and the applicable Owner have entered into the Purchase Contract. Delivery to the City of a certification from Ridge that it has extended an Offer hereunder (by delivery of a Purchase Contract to the applicable Owner) or has entered into an alternative agreement as contemplated by Section 6 below shall be deemed to satisfy in full Ridge's obligations under this Memorandum with respect to that Affected Residence. Ridge shall further certify as to whether, in the aggregate, it has satisfied its obligation hereunder with respect to extending Offers to the Owners of all Affected Residences. Upon delivery of such aggregate certification (indicating that all necessary Offers have been extended for all Affected Residences within the radius restriction) (along with copies of all individual certifications, to the extent necessary), Ridge shall be deemed to have satisfied its obligation hereunder as a precondition to having its building permit issued, whereupon the City shall proceed promptly to issue its building permit for the applicable building. In no event shall the City be obligated nor have any right to take any further actions or invoke any remedies hereunder based upon such Purchase Contract (regardless of whether or not, among other things, a closing occurs thereunder or a party has failed to perform thereunder, it being acknowledged and agreed that the applicable Owner and Ridge have sufficient contract remedies of their own if necessary and need not look to the City for further assistance).

6. Should the Owner reject the Offer to purchase his/her Residence (once it has been submitted to the Owner under Section 4 hereof) and not enter into the Purchase Contract delivered by Ridge within twenty (20) days after delivery to the Owner of such Purchase Contract, then Ridge shall so notify the City within ten (10) days after such rejection by the Owner. For purposes of clarification, any failure by the Owner to enter into the Purchase Contract and deliver to Ridge an executed Purchase Contract within such twenty (20) day period shall be deemed to be a rejection by the Owner of the Offer and the Purchase Contract (which shall entitle Ridge to provide the notification contemplated by the first sentence of this Section 6). Upon such notification, Ridge shall not be required to take any further action in that Ridge will have previously satisfied its obligation hereunder with respect to such Owner and his/her Residence (as well as any successors). Notwithstanding the foregoing, at anytime during the term of this Memorandum, Ridge may enter into a separate agreement with an Owner of a Residence

231 232

whereby Ridge agrees to purchase such residence on terms other than those set forth in this Memorandum. Alternatively, Ridge may enter into a separate agreement with any Owner of a Residence whereby such Owner agrees to waive the requirements of Ridge set forth in this Memorandum. In either of such instances, Ridge shall, if allowed, provide copies of such agreements to the City within ten (10) days after execution or, if not allowed, Ridge shall provide notification to the City that Ridge and the Owner have entered into the applicable agreement, which shall serve to waive any further obligations of Ridge hereunder with respect to the applicable Residence. Thereafter, the Parties hereto agreed (and shall agree) that the restriction set forth in this Memorandum shall be deemed waived and inapplicable as to those Owners (and Residences) who have entered into express agreements to the contrary (as well as any successors). The Parties shall enter into such further instruments as may be necessary to evidence the release of such restrictions, which instruments shall, if so requested by any of the Parties, be recorded. In no event shall the City be obligated nor have any right to take any further actions or invoke any remedies hereunder based upon either notification by Ridge of the rejection of the Offer or the Owner having entered into an alternative agreement (regardless of whether or not, in the case of an alternative agreement, among other things, a closing occurs thereunder or a party has failed to perform thereunder, it being acknowledged and agreed that the applicable Owner and Ridge have sufficient contract remedies of their own if necessary and need not look to the City for further assistance).

7. Ridge shall be considered in default hereunder upon its failure to observe or perform any of the covenants, conditions or provisions of this Memorandum where such failure shall continue for a period of thirty (30) days after receipt by Ridge of written notice thereof from the City; provided, however, that if the nature of Ridge's default is such that more than thirty (30) days may be reasonably required for such cure, then Ridge shall not be deemed to be in default if Ridge shall commence such cure with such thirty (30) day period and shall thereafter diligently prosecute such cure to completion. The City's remedies for a default by Ridge under the terms of this Memorandum shall be limited to withholding of the applicable building permit until such time as Ridge otherwise demonstrates compliance with the terms of this Memorandum. In all instances, upon completion of the actions set forth herein for the affected Residences, the City shall be required to issue a building permit, so long as Ridge meets the other standard building requirements.

8. The provisions set forth herein are binding upon Ridge and the City as they relate to certain preconditions to the City being obligated to issue applicable permits, and reflect a contractual arrangement solely between Ridge and the City. In the absence of a written agreement between Ridge and any or all of the Owners (including, to the extent applicable, an agreement regarding the appraisal procedures referred to above and/or the Purchase Contract), there does not currently exist any contractual obligation whatsoever between Ridge and any or all of the Owners. In no event shall any Owner have the right to enforce any rights or obligations under this Memorandum, nor shall any Owner be deemed to be a third party beneficiary of this Memorandum. Ridge and the City acknowledge and agree that each Owner's participation in the Program is entirely

voluntary and, unless and until each such Owner has entered into a written agreement with Ridge, no Owner shall have any contractual rights or obligations against or with respect to Ridge regarding the Program. In connection therewith, Ridge shall notify each Owner (through the Summary Letter) that Ridge has entered into this Memorandum at the request of the City and has created a mechanism (being the Program) for the purchase of the Residences subject to the requirements set forth in the Memorandum and that the City (only) has the right to enforce this Memorandum and as its remedy has the ability to withhold the issuance of building permits until Ridge has complied with this Memorandum as it applies to all Affected Residences. As such, and in the absence of a written agreement to the contrary, no Owner is under any obligation to proceed with any or all of the Program; but has been further advised (through the Summary Letter) that such action(s) are likely to constitute a waiver by the Owner of its continued participation in the Program. In such instance and provided Ridge delivers the necessary certifications contemplated under Section 5 hereof, the City acknowledges that to the extent applicable Ridge shall have no further obligation hereunder to continue to follow the Program requirements as they apply to such Owner's Residence. In addition to the foregoing, in no event shall the City be deemed to be a third party beneficiary of any Purchase Contract, nor shall the City have any right, authority or power hereunder to interpret the terms of any Purchase Contract or any matters relating to compliance by either Ridge or the applicable Owner with the terms of any Purchase Contract. Therefore, Ridge shall be deemed to have complied with the terms of this Memorandum, and shall solely evidence such compliance (as a precondition to receiving the building permit), by delivering to the City a copy of Ridge's Appraisal Notification and the certifications contemplated by Section 5 hereof; provided, that, Ridge delivers to the City a copy of any subsequent agreement between Ridge and the Owner regarding the appraisal process and ultimately delivers to the City a copy of the fully executed Purchase Contract, to the extent applicable. In connection with the foregoing, Ridge and the City agree to maintain reasonable records with respect to the appraised value for each Residence that will ultimately be used for purposes of determining the Offer Price hereunder (along with calculations from time to time of any applicable escalations as provided herein). The Offer Price shall be determined on the basis of the Ridge appraisal under Section 2 above unless has an Owner has properly submitted the matter to arbitration in accordance with Section 3 above. Ridge and the City shall use reasonable efforts to ensure that their records with respect to the Offer Price are consistent with respect to each of the Residences. The records shall also reflect whether or not a Memorandum of Participation in Program is in place for a particular Residence. In addition, the records shall also reflect any Owner who has either declined a Purchase Contract hereunder or otherwise expressly waived his rights under the Program, in which instance such Owner (and his Residence) shall no longer be subject to the requirements of the Program.

9. To the extent that any Owner that is eligible to participate in the Program with respect to his/her Residence also owns farmland (or open space) that is immediately adjacent to the Residence and also located within the Program Area (referred to herein as the "Adjacent Land"), Ridge agrees to follow the same procedures as set forth above with respect to the purchase of the Adjacent Land; provided, however, (a) such land must be zoned either residential or agricultural

(and the appraisal shall be based on that zoning only); (b) such land must be part of the same legal description as the Residence and is not improved, separately entitled or subdivided for use other than as part of the Residence; and (c) the price to be included in the Offer for such Adjacent Land shall be equal to the appraised value as determined in accordance with Section 2 (but without the 125% escalation) and shall not be subject to the 102% annual escalation as contemplated under Section 5 with respect to the Residence.

10. Notwithstanding the terms of the Annexation Agreement to the contrary, any Owner of a Residence within the Program Area shall not be responsible for any applicable water or sewer recapture obligations to Ridge to the extent such Owner desires to make a single connection to such water and/or sewer lines for domestic use for the sole and limited use of the existing Residence.

11. This Memorandum shall be binding upon the successors and assigns of the parties hereto. In connection therewith, the benefits, restrictions and requirements contained herein shall apply with respect to those Owners that are in title to such Residences as of _____ (being the date of the Annexation Agreement) as well as any subsequent Owners during the term of this Memorandum (with the procedures set forth above, including the Offer Price determined in accordance with Section 2 above, not subject to revision, reappraisal or modification by any such subsequent Owner); provided, however, as set forth above, the Program would not apply to any successor to the extent a prior Owner expressly waived his rights under the Program, declined a Purchase Contract hereunder, or in the event the original Owner did not provide for the recordation of a Memorandum of Participation in Program (at Ridge's option in its sole discretion as provided above). In addition, in no event shall the benefits and requirements contained herein apply to, nor shall there by any revisions, reappraisals or modifications for, the Offer Price or any other matters set forth above for, any subsequent improvements, additions, expansions, entitlement or subdivisions of such Residences (and underlying lots), nor any subsequent improvements, additions, expansions, entitlements or subdivisions of the Adjacent Land, if applicable; provided, however, the foregoing provisions shall not apply with respect to the Owners' rights under Section 5 above with respect to a material adverse change. In addition, any Purchase Contract must be executed by all of the then Owners in order to be subject to the terms of this Memorandum.

12. This Memorandum and the Annexation Agreement are intended to be construed together; provided, however, to the extent of a conflict between the two documents, the terms of this Memorandum shall control and prevail. The term of this Memorandum (to the extent that it does not expire earlier) shall be co-terminus with the term of the Annexation Agreement. To the extent of any termination of the Annexation Agreement, this Memorandum shall automatically terminate and be of no further force or effect.

13. To the extent that any formal action is filed seeking to invalidate the Annexation Agreement, the TIF District (as defined in the Annexation Agreement), the RDA (as defined in the Annexation Agreement) and/or the annexation of the Project to the City, this Memorandum shall remain in full force and effect; provided, however, all of Ridge's

payment and performance obligations contained herein shall be suspended and held in abeyance, pending a final, non-appealable judicial determination defeating such action. Upon such action being defeated (upon the basis of a final, non-appealable judicial determination as aforesaid), all of Ridge's payment and performance obligations (which were previously suspended and held in abeyance) shall recommence, with all time periods that were to previously commence within a certain time period subsequent to the annexation of the Project to the City shall now be extended so as to commence upon expiration of the referenced time period subsequent to the date of such final, non-appealable judicial determination defeating such action (in lieu of the referenced time period subsequent to the annexation of the Project to the City or creation of the TIF District, as applicable). To the extent that such action is successful (being a judicial determination that serves to invalidate the Annexation Agreement, the TIF District, the RDA and/or the annexation of the Project to the City), this Memorandum shall automatically terminate; subject, however, to Ridge's right in its sole discretion to pursue an appeal of such determination (in which instance this Memorandum would remain in effect pending the outcome of such appeal). Notwithstanding anything to the contrary set forth above, nothing contained herein shall be construed as an acknowledgment of any type of deficiency whatsoever with respect to the annexation of the Project to the City, the TIF District, the RDA and/or the terms of the Annexation Agreement. In addition, any Owner who files a formal action seeking to invalidate the Annexation Agreement, the TIF District, the RDA and/or annexation of the Project to the City may, at Ridge's option (and in Ridge's sole discretion), be excluded from the Program.

14. Those Owners within the Program Area who may experience an extreme, extenuating circumstance in advance of their Residence being eligible for purchase under the terms of this Memorandum, may be eligible for inclusion in the homeowner assistance program, as more particularly described in, and in accordance with the terms of, Rider A attached hereto. In applicable instances, the terms and provisions of this Memorandum shall apply, to the extent modified by the terms of Rider A attached hereto. As provided for under Rider A, this Memorandum is referred to as the "General Program", with the additional program contemplated by this Section 14 and Rider A referred to as the "HOA Program". In the event of a conflict between the terms of this Memorandum and the terms of the HOA Program, the terms of the HOA Program shall control and prevail.

15. Certain, but not all, of the terms and provisions of this Memorandum shall be made available for the benefit of those Residences located immediately adjacent to the Program Area as depicted on Exhibit B-1 attached hereto (the "Expanded Program Area"). The terms and provisions of this Memorandum shall apply to those Residences located in the Expanded Program Area, to the extent modified by the terms of Rider B attached hereto, with the additional program contemplated by this Section 15 and Rider B referred to as the "AHOA Program". In no event shall an Owner covered by the AHOA Program be afforded the additional right to participate in the HOA Program for the same property. In the event of a conflict between the terms of this Memorandum and the terms of the AHOA Program, the terms of the AHOA Program shall control and prevail.

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IN WITNESS WHEREOF, Ridge and the City have entered into this Memorandum as of the date first set forth above.

RIDGE LOGISTICS PARK I, LLC

By:_____
Name:_____
Title:_____

CITY OF WILMINGTON

By:_____
Name:_____
Title:_____

CITY OF WILMINGTON CORPORATE SEAL 1865 STATE OF ILLINOIS

236 237

Exhibit A

Project Boundary

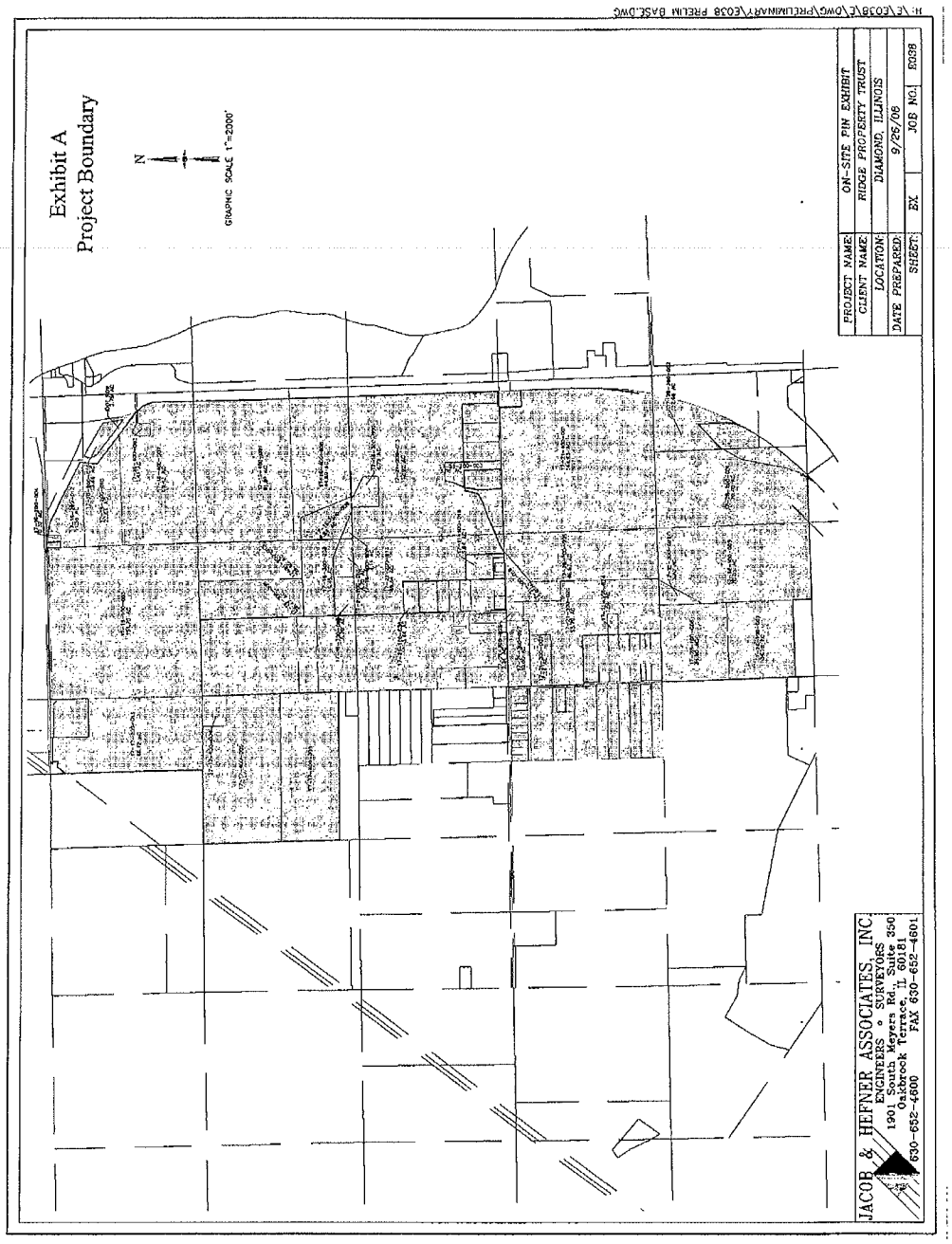


Exhibit B

Program Area

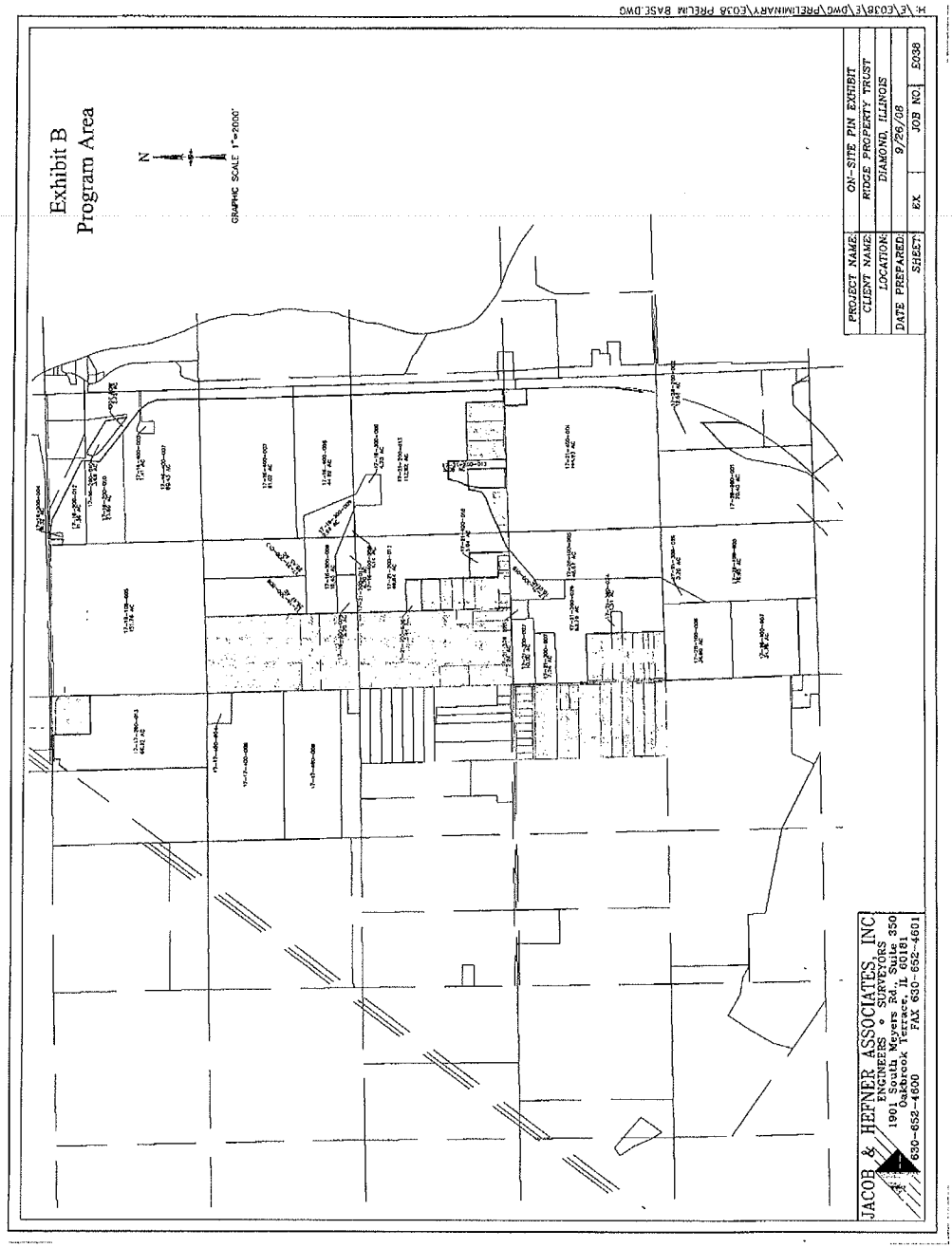
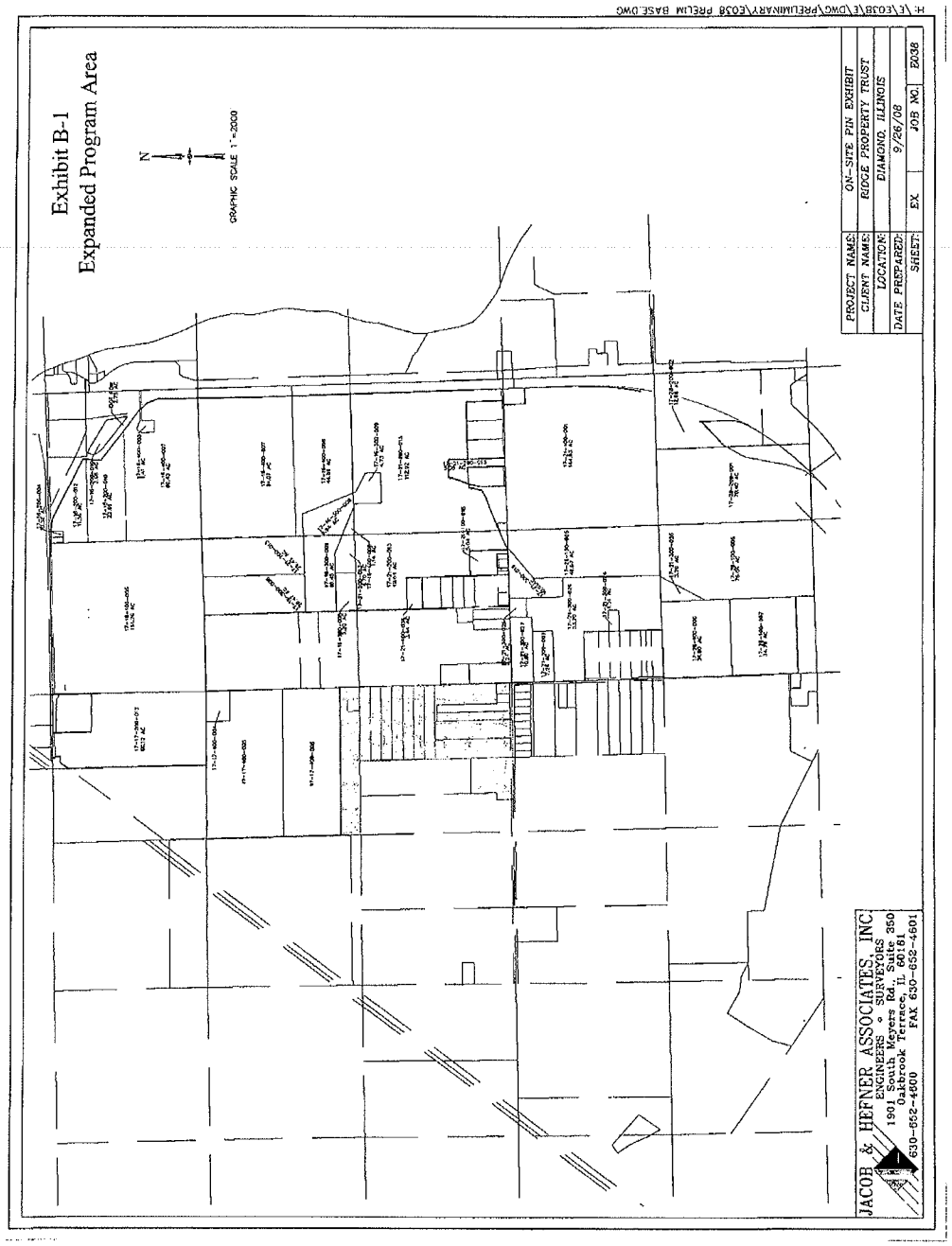


Exhibit B-1

Expanded Program Area



Rider A

Homeowner Assistance Program

The Ridge Logistics Park I, LLC ("Ridge") homeowner assistance program (the "HOA Program") addresses those Owners within the Project Area who may experience an extreme, extenuating circumstance in advance of the applicable Residence being eligible for purchase under the General Program. The following procedures and terms would apply with respect to the HOA Program:

1. The HOA Program is intended to address extreme, extenuating circumstances. The parameters of what constitutes "extreme, extenuating circumstances" are limited to (a) life threatening, health-related matters; (b) bankruptcy or foreclosure-related matters; (c) employment-related matters (e.g. job transfer out of region); and (d) divorce.

2. The HOA Program supplements the General Program and reflects Owners' and the City's goal to provide solutions to those homeowners that experience circumstances that necessitate action in advance of their being eligible to sell their Residences under the General Program. The terms of the HOA Program shall be construed together with the terms of the General Program. To the extent of a conflict between the terms of the HOA Program and the terms of the General Program, the terms of the HOA Program shall control and prevail.

3. The first step an Owner must take in order for the City to consider such Owner for inclusion in the HOA Program is for the Owner to notify the City in writing (with a copy to Ridge) (in accordance with the notice provisions set forth in the Annexation Agreement) that he/she has an "extreme, extenuating circumstance" as provided in Paragraph 1 above and they should be considered for inclusion in the HOA Program. As part of any such notice, the Owner may also include with its notification a request that Ridge be responsible for the commission to be paid to the Owner's broker upon a sale of the Residence to a third party (other than to Ridge), as referenced in no. 4 below. The City shall have the right, in the exercise of its reasonable judgment in limited circumstances that it believes justifiable, to require that Ridge be responsible for the commission to be paid to the Owner's broker upon the sale to a third party (other than to Ridge) as aforesaid; provided, that (a) in no event shall such commission exceed 6% of the purchase price for the Residence; (b) Ridge shall have the option to object to such determination; (c) whether or not Ridge objects to such determination, in no event shall the determination be construed as any type of an acknowledgement as to the underlying cause or basis of the "extreme, extenuating circumstance" nor shall the determination be deemed to be or construed as any type of assessment, admission or conclusion as to underlying liability or responsibility for such "extreme, extenuating circumstance"; (d) an Owner who fails to include the brokerage commission request referred to above with its notice to be

considered for inclusion in the HOA Program shall not subsequently be eligible for consideration under this no. 3; and (e) the City's enforcement rights hereunder are set forth in the General Program.

4. Promptly after having provided the necessary notice to the City (expressing interest in being included the HOA Program), the second step an interested Owner will need to take is for the interested homeowner to use his reasonable best efforts to sell his Residence. This would include the obligation to have the property listed for sale (at its fair market value as evidenced by the appraisal obtained through the General Program) with a prominent, local, licensed real estate broker for a listing period of no shorter than [18] months. The Owner would also be required to keep Ridge (and the City) apprised of all market activity in writing no less than monthly, including all showings, offers, and other matters related to the sale of the Residence (with immediate notice of any and all offers). The City would also have the discretion in appropriate circumstances to shorten or eliminate the requirement of the 18 month period either prior to commencement of such period or once it has commenced.

5. Once the 18 month listing requirement has been satisfied by the Owner or waived by the City (and to the extent that the home was not sold or placed under contract during that period), the next step would be for the Owner desiring to participate in the HOA Program to notify the City in writing (with a copy to Ridge) (in accordance with the notice provisions set forth in the Annexation Agreement) that he is filing for a determination that his individual situation qualifies for some form of assistance under the HOA Program. The application must demonstrate that the Owner has attempted to sell his Residence for the 18 month period (as provided above and subject to amendment or waiver by the City as provided above) and describe in sufficient detail and contain sufficient supporting documentation relative to the specific circumstances being claimed and describe why his circumstances would not be adequately addressed through the General Program.

6. Not later than thirty (30) days after receipt of a fully completed request from an Owner (requesting to participate in the HOA Program), the City will determine whether the particular Owner is eligible to participate in the HOA Program and shall so notify the Owner (and Ridge) in writing.

7. Promptly after the City has delivered the necessary notice that the Owner is eligible to participate in the HOA Program, Ridge, the City and the Owner shall meet with a third party mediator (selected by Ridge and the City, whose fees shall be paid by Ridge) to collectively analyze, review, discuss and consider solutions that may be available to the Owner to help mitigate his current circumstances; provided, however, any proposed solution may or may not entail the purchase by Ridge of his home separate from the terms and conditions of the General Program. The mediator shall be instructed to consider all applicable issues. If it is determined that Ridge will offer to

purchase the Residence in advance of an offer to purchase under the General Program, then the purchase price under the HOA Program shall not be greater than the fair market value as determined by the appraisal obtained through the General Program.

8. Ridge agrees to attend meetings with the mediator in an attempt to formulate a reasonable solution for any qualified Owner in the HOA Program. Although the City has the discretion to determine whether or not an Owner qualifies for the HOA Program, the City agrees that it will not require Ridge take further action (other than contemplated above) with respect to any applicable Owner in the HOA Program, as a precondition to providing Ridge with any required municipal approval (including but not limited to issuance of any necessary building permits), [except to the extent a written agreement is reached and Ridge fails to perform]. Notwithstanding the foregoing, the ultimate agreement, if any, entered into with the applicable homeowner shall (a) be in writing; (b) be an agreement between only Ridge and the Owner; and (c) include a provision requiring that all of the terms and provisions of the agreement be kept confidential (with any violation of such provision subjecting the agreement to termination) .

Rider B

Additional Homeowner Assistance Program

The Ridge Logistics Park I, LLC ("Ridge") additional homeowner assistance program (the "AHOA Program") addresses those Owners in the Expanded Program Area that are seeking certain assurances from Ridge (similar to those assurances being provided by Ridge to Owners whose Residences are located within the Program Area). The following procedures and terms would apply with respect to the AHOA Program:

1. The AHOA Program addresses only those ten (10) homes currently located within the Expanded Program Area.

2. The AHOA Program modifies the General Program and applies certain, but not all, of the terms of the General Program to those Owners within the Expanded Program Area. The AHOA Program reflects Ridge's and the City's goal to provide solutions to those homeowners that are located within the Expanded Program Area; provided, however, it is expected and required that an affected Owner would first use reasonable efforts to cooperate with and work with the BNSF to facilitate a sale of the Residence to the BNSF in accordance with the applicable processes and procedures implemented by the BNSF. The terms of the AHOA Program shall be construed together with the terms of the General Program. To the extent of a conflict between the terms of the AHOA Program and the terms of the General Program, the terms of the AHOA Program shall control and prevail.

3. To the extent that the BNSF has not facilitated (or is in the process of facilitating) the acquisition of a particular Residence within the Expanded Program Area, at such time as either the radius requirement (being the ½ mile requirement) or the outside date requirement, under the General Program has been satisfied, Ridge agrees that the General Program shall apply to such Residences, with the following modifications:

   (a) Although the valuation for the applicable Residence shall be determined in accordance with the same procedures as are contained in the General Program, the purchase price to be paid by Ridge (to the extent required) shall be equal to 100% of the value determined under the General Program, with no annual escalations.

   (b) The rights afforded to the homeowner under the AHOA Program shall be personal to the Owner (as of the date hereof) of the Residence and shall not be extended to any subsequent owners of such residence (other than any heirs or legatees of such Owner).

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(c) An Owner of a Residence shall not be eligible to participate in the HOA Program.

(d) Ridge shall have the right, at its option, to require that any applicable Owner use reasonable efforts to market his/her Residence for sale. This would include the obligation to have the property listed for sale (at its fair market value as evidenced by the appraisal obtained through the General Program) with a prominent, local, licensed real estate broker. The Owner would also be required to keep Ridge (and the City) apprised of all market activity in writing no less than monthly, including all showings, offers, and other matters related to the sale of the Residence (with immediate notice of any and all offers).

(e) The appraisal mechanism and offer mechanism set forth in the General Program shall be deemed modified to the extent necessary to reflect that the determination of the Offer Price shall be made on or around the time at which ½ mile requirement or the outside date requirement has been triggered, with all applicable requirements and dates then following from such date. Ridge and the City shall execute such further clarifying documents as may be necessary to memorialize this modification with respect to the change in procedure as it relates to the determination of the Offer Price.

EXHIBIT S

INTENTIONALLY DELETED

EXHIBIT T

MODIFIED LOWLAND CONSERVATION ORDINANCE

Lowland Conservancy Ordinance ~~No. [year]-[month]-[date]-[number]~~

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WILMINGTON, WILL COUNTY, ILLINOIS, AS FOLLOWS:

Section 1.00 – Authority

The Lowland Conservancy Overlay District is adopted by the City Council of Wilmington, Illinois, pursuant to 65 Illinois Compiled Statutes 5/11-13-1.

Section 2.00 – Short Title

This ordinance shall be known and may be cited as the City of Wilmington Lowland Conservancy Overlay District Ordinance.

Section 3.00 – Purpose and Intent

It is the purpose and intent of this ordinance to promote the health, safety, and general welfare of the present and future residents of the City of Wilmington and downstream drainage areas by providing for the protection, preservation, proper maintenance, and use of the City of Wilmington watercourses, river, lakes, ponds, floodplain and regulated wetland areas. The ordinance is more specifically adopted:

a. to prevent flood damage by preserving storm and flood water storage capacity;

b. to maintain the normal hydrologic balance of streams, floodplains, ponds, river, lakes, regulated wetlands, and groundwater by storing and providing for infiltration of wet-period runoff in floodplains and regulated wetlands, and releasing it slowly to the stream to maintain in-stream flow;

c. to manage stormwater runoff and maintain natural runoff conveyance systems, and minimize the need for major storm sewer construction and drainage way modification;

d. to improve water quality, both by filtering and storing sediments and attached pollutants, nutrients, and organic compounds before they drain into streams or regulated wetlands, and by maintaining the natural pollutant-assimilating capabilities of streams, floodplains and regulated wetlands;

e. to protect shorelines and stream banks from soil erosion, using natural means and materials wherever possible;

f. to protect fish spawning, breeding, nursery and feeding grounds;

g. to protect wildlife habitat;

h. to preserve areas of special recreational, scenic, or scientific interest, including natural areas and habitats of endangered species;

i. to maintain and enhance the aesthetic qualities of developing area; and

j. to encourage the continued economic growth and high quality of life of the City of Wilmington which depends in part on an adequate quality of water, a pleasing natural environment, and recreational opportunities in proximity to the City of Wilmington.

In order to achieve the purpose and intent of this ordinance, the City of Wilmington hereby designates the Lowland Conservancy Overlay District which shall be considered as an overlay to the zoning districts created by the City of Wilmington zoning ordinances as amended (see Section 1). Any proposed development activity within the District must obtain a Special Use Permit as approved by the governing body of the City of Wilmington (see Section 5).

Section 4.00 – Definitions

a. "Armoring" is a form of channel modification which involves the placement of materials (concrete, riprap, bulkheads, etc.) within a stream channel or along a shoreline to protect property above streams, rivers, lakes and ponds from erosion and wave damage caused by wave action and stream flow.

b. "Bulkhead" means a retaining wall that protects property along water.

c. "Channel" means a natural or artificial watercourse of perceptible extent that periodically or continuously contains moving water, or which forms a connecting link between two bodies of water. It has a definite bed and banks that serve to contain water.

d. "Channel modification" or "Channelization" means to alter a watercourse by changing the physical dimension or materials of the channel. Channel modification includes damming, riprapping (or other armoring), widening, deepening, straightening, relocating, lining and significant removal of bottom or woody vegetation. Channel modification does not include the clearing of debris or trash from the watercourse. Channelization is a severe form of channel modification involving a significant change in the channel cross-section and typically involving relocation of existing channel (e.g. straightening).

e. "Control structure" means a structure designed to control the rate of stormwater runoff that passes through the structure, given a specific upstream and downstream water surface elevation.

f. "Culvert" means a structure designed to carry drainage water or small streams below barriers such as roads, driveways, or railway embankments.

g. "Depressional area" means any area which is lower in elevation on all sides than surrounding properties (i.e. does not drain freely), or whose drainage is severely limited such as by a restrictive culvert. A depressional area will fill with water on occasion when runoff into it exceeds the rate of infiltration into underlying soil or exceeds the discharge through its controlled outlet. Large depressional areas may provide significant stormwater or floodplain storage.

h. "Development" means the carrying out of any building, agricultural, or mining operation, or the making of any change in the use or appearance of land, and the dividing of land into two or more parcels. The following activities or uses shall be taken, for the purposes of this ordinance, to involve development as defined herein:

1. any construction, reconstruction, or alteration of a structure to occupy more or less ground area, or the on-site preparation for same;

2. any change in the intensity of use of land, such as an increase in the number of dwelling units on land, or a material increase in the site coverage of businesses, manufacturing establishments, offices, and dwelling units, including mobile homes, campers, and recreational vehicles, on land;

3. any agricultural use of land including, but not limited to, the use of land in horticulture, floriculture, forestry, dairy, livestock, poultry, beekeeping, pisciculture, and all forms of farm products and farm production;

4. the commencement of drilling, except to obtain soil samples, or the commencement of mining, filling, excavation, dredging, grading or other alterations of the topography;

5. demolition of a structure or redevelopment of a site;

6. clearing of land as an adjunct of construction for agricultural, private residential, commercial or industrial use;

7. deposit of refuse, solid or liquid waste, or fill on a parcel of land, or the storage of materials;

8. construction, excavation, or fill operations relating to the creation of modification of any road, street, parking facility or any drainage canal, or to the installation of utilities or any other graining activity that alters the existing topography.

9. construction or erection of dams, levees, walls, fences, bridges, or culverts; and

10. any other activity that might change the direction, height, or velocity of flood or surface water.

i. "District" means the Lowland Conservancy Overlay District as defined in Section 6.02 of this ordinance.

j. "Erosion" means the general process whereby soils are moved by flowing water or wave action.

k. "Filtered view" means the maintenance or establishment of woody vegetation of sufficient density to screen developments from a stream or regulated wetland, to provide for streambank stabilization and erosion control, to serve as an aid to infiltration of surface runoff, and to provide cover to shade the water. The vegetation need not be so dense as to completely block the view. Filtered view means no clear cutting.

l. "Floodplain" means that land adjacent to a body of water with ground surface elevations at or below the 100-year frequency flood elevation.

m. "Floodway" means that portion of the floodplain (sometimes referred to at the base floodplain or Special Flood Hazard Area) required to store and convey the base flood. The floodway is the 100-year floodway as designated and regulated by the Illinois Department of Transportation/Division of Water Resources. The remainder of the floodplain which is outside the regulatory floodway is referred to as the flood fringe or floodway fringe.

n. "Hydraulic characteristics" means the features of a watercourse which determine its water conveyance capacity. These features include but are no limited to: size and configuration of the cross-section of the watercourse and floodway; texture and roughness of materials along the watercourse; alignment of watercourse; gradient of watercourse; and size, configuration, and other characteristics of structures within the watercourse. In low-lying areas the characteristics of the overbank area also determine water conveyance capacity.

o. "Lot" means an area of land, with defined boundaries, that is designated in official assessor's records as being one parcel.

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p. "Lake" or "pond" means any inland waterbody, fed by spring or surface water flow.

q. "Natural" in reference to watercourses means those stream channels, grassed waterways and swales formed by the existing surface topography of the earth prior to changes made by unnatural causes. A natural stream tends to follow a meandering path; its floodplain is not constrained by levees; the area near the bank has not been cleared, mowed or cultivated; the stream flows over soil and geologic materials typical of the area with no alteration of the course or cross-section of the stream caused by filling or excavating.

r. "Ordinary high water mark" (OHWM) means the point on the bank or shore up to which presence and action of surface water is so continuous so as to leave a distinctive mark such as erosion, destruction or prevention of terrestrial vegetation, predominance of aquatic vegetation, or other easily recognized characteristics.

s. "Qualified professional" means a person trained in one or more of the disciplines of biology, geology, soil science, engineering, or hydrology whose training and experience ensure a competent analysis and assessment of stream, river, lake, pond and regulated wetland conditions and impacts.

t. "Registered professional engineer" means a professional engineer registered under the provisions of "The Illinois Professional Engineering Act" and any act amendatory thereof.

u. "Retention/detention facility" means a facility that provides for storage of storm water runoff and controlled release of this runoff during and after a flood and storm.

v. "Runoff" means the portion of precipitation on the land that is not absorbed by the soil or plant material and which runs off the land.

w. "Sedimentation" means the processes that deposit soils, debris, and other materials either on other ground surfaces or in water bodies or watercourses.

x. "Setback" means the horizontal distance between any portion of a structure or any development activity and the ordinary high water mark of a perennial or intermittent stream, the ordinary high water mark of a river, lake or pond, or edge of a regulated wetland, measured from the structure's or development's closest point to the ordinary high water mark, or edge.

y. "Stream" means a body of running water flowing continuously or intermittently in a channel on or below the surface of the ground. 7.5 minute topographic maps of the U.S. Geological Survey are one reference for identifying perennial and

intermittent streams. For purposes of this ordinance, the term "stream" does not include storm sewers.

z. "Structure" means anything that is constructed, erected or moved to or from any premise which is located above, on, or below the ground including, but not limited to, tents, camper trailers, and recreation vehicles are not considered structures when used less than 180 days per year and located landward of the minimum setback provided as a natural vegetation strip.

aa. "Vegetation" means all plant growth, especially trees, shrubs, mosses, and grass.

bb. "Watercourse" means any river, stream, creek, brook, branch, natural or artificial depression, ponded area, slough, gulch, draw, ditch, channel, conduit, culvert, swale, grass waterway, gully, ravine, wash, or natural or man-made drainageway, which as a definite channel, bed and banks, in or into which stormwater runoff and floodwater flow either regularly or intermittently.

cc. "Regulated wetland" means those transitional lands between terrestrial and aquatic system where the water table is usually at or near the surface or the covered by shallow water. Classification of areas as regulated wetlands shall follow the ~~"Classification of wetlands and Deepwater Habitats of the United States" as published by the U.S. Fish and Wildlife Services (FWS/OBS-79/31)~~ US Army Corps of Engineer's definition of a Jurisdictional Wetland.

Section 5.00 – Special Use Permit

To ensure that proposed development activity can be carried out in a manner which is compatible and harmonious with the natural amenities of the Lowland Conservancy Overlay District and with surrounding land uses, a request for a Special Use Permit for such development activity must be submitted for approval by the Engineer for the City of Wilmington.

No special use permit shall be issued unless the City of Wilmington finds that:

a. the development will not detrimentally affect or destroy natural features such as ~~ponds, stream,~~ regulated wetlands, ~~and forested areas, nor impair their natural functions,~~ but will ~~preserve and~~attempt to incorporate such features into the development's site, unless otherwaise approved by the US Army Corps of Engineers (ACOE);

b. the location of natural features ~~and the site's topography~~ have been considered in the designing and siting of all physical improvements;

~~c. adequate assurances have been received that the clearing of the site of topsoil, trees, and other natural features will not occur before the commencement of~~

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~~building operations; only those areas approved for the placement of physical improvements may be cleared;~~

~~d.~~c. the development will not reduce the natural retention storage capacity of any watercourse, nor increase the magnitude and volume of flooding at other locations; and that in addition, the development will not increase stream velocities; and

~~e.~~d. the soil and subsoil conditions are suitable for ~~excavation and~~ site preparation, and the drainage is designed to minimize~~prevent~~ erosion and environmentally deleterious surface runoff.

There shall be no development, including the immediate or future clearing or removal of natural ground cover and/or trees, within the Lowland Conservancy Overlay District for any purpose, unless a special use permit is granted subject to the provisions of this ordinance, as hereby amended, or the provisions of the City of Wilmington zoning ordinance.

Dumping, filling, mining, excavating, dredging, or transferring of any earth material within the district is prohibited unless a special use permit is granted.

No ponds or impoundments shall be created nor other alterations or improvements shall be allowed in the district for recreational uses, storm water management, flood control, agricultural uses or as scenic features unless a special use permit is granted.

Section 5.01 – Application for Permit

Application for a special use permit shall be made by the owner of the property, or his/her authorized agent, to the City of Wilmington. Each application shall bear the name(s) and address(es) of the owner or developer of the site and of any consulting firm retained by the applicant together with the name of the applicant's principal contact at such firm, and shall be accompanied by a filing fee of $ 100.00. Each application shall include certification that any land clearing, construction, or development involving the movement of earth shall be in accordance with the plans approved upon issuance of the permit.

Section 5.02 – Submissions

Each application for a special use permit shall be accompanied by the following information as specified in the ordinance sections cited:

General Provisions:

Site Development Plan	Section 6.04
Geologic and Soil Report	Section 6.05
Drainage Control Plan	Section 6.06

Site Grading and Excavation Plan	Section 6.07
Landscape Plan	Section 6.08

Justification for Watercourse Relocation and Minor Modifications:

Stream Modification/Relocation Plan	Section 7.02
Channel and Bank Armoring	Section 7.03
Culverts	Section 7.04
Impact Assessment	Section 8.00
(at the option of the City of Wilmington)	

Where a proposed development activity is less than 2½ acres in area the City of Wilmington, upon approval of the City of Wilmington Engineer, may waive or simplify any or all of the submission requirements (Section 6.04-6.08) provided that the person responsible for any such development shall implement necessary protection measures to satisfy the purpose and intent set forth in Section 3.00 of this ordinance. (see Section 11.01, Variances)

Section 5.03 – Bonds

The applicant may be required to surety for any jurisdictional wetland or floodplain impact mitigation in accordance with the form of the agreement set forth on Exhibit "J". ~~file with the City of Wilmington a faithful performance bond or bonds, Letter of Credit, or other improvement security satisfactory to the City Attorney, in an amount deemed sufficient by the City of Wilmington to cover all costs for improvements, landscaping, or maintenance of improvements and landscaping, for such period as specified by the City of Wilmington, as well as engineering and inspection costs to cover the cost of failure or repair of improvements installed on the site.~~

Section 5.04 – Review and Approval

Each application for a special use permit shall be reviewed and acted upon according to the following procedures:

1. The City of Wilmington will review each application for a special use permit to determine its conformance with the provisions of this ordinance as amended herein. ~~The City of Wilmington may also refer any application to the Will County Soil and Water Conservation District and/or any other local government or public agency within whose jurisdiction the site is located for review and comments.~~ The City of Wilmington shall in writing, (a) approve the permit application , if found to be in conformance with the provisions of this ordinance, as amended herein, and issue the permit; (b) approve the permit application subject to such reasonable conditions as may be necessary to secure substantially the objectives of this ordinance as amended herein, and issue the permit subject to these conditions; or (c) disapprove the permit application, indicating the

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deficiencies and the procedure for submitting a revised application and/or submission.

2. No special use permit shall be issued for an intended development site unless:

   a. the development, including but not limited to subdivisions and planned unit developments, has been approved by the City of Wilmington where applicable; or

   ~~b. such permit is accompanied by or combined with a valid building permit issued by the City of Wilmington; or~~

   c. the proposed development is coordinated with any overall development program previously approved by the City of Wilmington for the area in which the site is situated.

Section 5.05 – Permit Exceptions

The provisions of this ordinance shall not apply to:

   a. emergency work necessary to preserve life or property; when emergency work is performed under this section, the person performing it shall report the pertinent facts relating to the work to the (permit issuing agency) within ten (10) days after commencement of the work and shall thereafter obtain a special use permit and shall perform such work as may be determined by the agency to be reasonably necessary to correct any impairment to the watercourse, river, lake, pond, floodplain or regulated wetland (in terms of the purposes of this ordinance Section 3.00 a-j);

   b. work consisting of the operation, repair, or maintenance of any lawful use of land existing on the date of adoption of this ordinance;

   c. lands adjacent to farm ditches ~~if:~~

      ~~1. such lands are adjacent to a natural stream or river; or~~

      ~~2. those parts of such drainage ditches adjacent to such lands were not streams before ditching; or~~

      ~~3. such lands are maintained in agricultural uses without buildings and structures.~~

~~Where farm ditches are found to contribute to adverse environmental impacts or hazards to persons or property, the City of Wilmington may include designated farm ditches in the District. The City of Wilmington may also require that linings, bulkheads,~~

~~dikes, and culverts be removed to mitigate hazards, or that other mitigative measures be taken, such as the maintenance of a natural vegetation buffer strip.~~

Section 5.06 – Effect on Other Permits

The granting of a special use permit under the provisions herein shall in no way affect the owner's responsibility to obtain the approval required by any other statute, ordinance, or regulation of any state agency or subdivision thereof, or to meet other City of Wilmington ordinances and regulations. ~~Where state and/or federal permits are required, a special use permit will not be issued until they are obtained.~~

Section 6.00 – General Provisions: Area Affected

This ordinance applies to development in ~~or near streams, lakes, ponds and~~ regulated wetlands within the City of Wilmington. ~~Streams, lakes, and ponds (including intermittent streams) are those which are shown on the Federal Emergency Management Agency Flood Insurance Rate Maps where base flood elevations have been determined within the jurisdiction of the City of Wilmington.~~

Regulated wetlands are as defined in Section 4.00.~~those wetlands that are subject to development restrictions imposed by any government agency, including the City of Wilmington.~~

If new ~~drainage courses, lakes, ponds or~~ regulated wetlands are created as part of a development, the requirements for setbacks and uses within setbacks, and the criteria for watercourse relocation and minor modification shall apply. The District shall be amended as appropriate to include these areas.

Section 6.01 – The Lowland Conservancy Overlay District

The Lowland Conservancy Overlay District shall be considered as an overlay to the zoning districts created by the City of Wilmington zoning ordinance as amended. In addition to the requirements of this ordinance, applicants for a special use permit within the District shall meet all requirements of the underlying zoning districts. In the event of a conflict between the overlay district requirements and the underlying zoning district requirements, the most restrictive requirements prevail.

Section 6.02 – District Boundary

The procedures, standards and requirements contained in this ordinance shall apply to all lots within regulated wetlands ~~and streams, and all lots lying wholly or in part:~~

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~~a. within the Special Flood Hazard Area (SFHA) designated by the Federal Emergency Management Agency (FEMA); or~~

~~b.~~a. ~~within depressional areas serving as floodplain or stormwater storage areas, as designated on the Lowland Conservancy District Map.~~

Section 6.03 – Minimum Setbacks of Development Activity from Streams, Lakes, Ponds, and Regulated wetlands

~~Absolutely no development activity (except as provided below) may occur within the minimum setback which is defined as 75 feet from the ordinary high water mark of streams, lakes, and ponds, or the edge of regulated wetlands, or within a designated depressional area. In no case shall the setback be less then the boundary of the 100-year floodway as defined by FEMA. These setback requirements do not apply to a stream in a culvert unless the stream is taken out of the culvert as part of development activity. If a culvert functions as a low-flow culvert, where water is intended to periodically flow over it, the setback requirements apply.~~

~~The following d~~Development activities may be permitted, subject to issuance of a special use permit, within the minimum setback areas only if, as a practical matter, they cannot be located outside the setback area. ~~Such development activities will only be approved based upon a report, prepared by a qualified professional, which demonstrates that they will not adversely affect waste quality; destroy, damage or disrupt significant habitat area; adversely affect drainage and/or stormwater retention capabilities; adversely affect flood conveyance and storage; lead to unstable earth conditions, create erosion hazards, or be materially detrimental to any other property in the area of the subject property or to the City of Wilmington as a whole, including the loss of open space or scenic vistas:~~

~~a. minor improvements such as walkways, benches, comfort stations, informational displays, directional signs, foot bridges, observation decks, and docks;~~

~~b. the maintenance, repair, replacement, and reconstruction of existing highways and bridges, electrical transmission and telecommunication lines, poles, and towers; and~~

~~c. the establishment and development of public and private parks, and recreation areas, outdoor education areas, historic natural and scientific areas, game refuges, fish and wildlife improvement projects, game bird and animal farms, wildlife preserves and public boat launching ramps.~~

Review of the proposed development activity within the minimum setback area, being in accordance with the Will County Stormwater Management Ordinance and ACOE regulations, will consider the following:

~~a. Only limited filling and excavating necessary for the development of public boat launching ramps, swimming beaches, or the development of park shelters or similar structures is allowed. The development and maintenance of roads, parking lots and other impervious surfaces necessary for permitted uses are allowed only on a very limited basis, and where no alternate location outside of the setback area is available.~~

~~b.~~a. Land surface modification within the minimum setback shall be permitted in accordance with the Will County Stormwater Management Ordinance and ACOE regulations.~~for the development of stormwater drainage swales between the developed area of the site (including a stormwater detention facility on the site) and a stream, lake or pond, or regulated wetland.~~ Detention basins within the setback are generally discouraged~~,~~ if it is determined that~~unless it can be shown~~ that resultant modifications will ~~not~~ impair water quality, habitat, or flood storage functions.

~~c.~~ No filling or excavating within regulated wetlands is permitted without approval from the US Army Corps of Engineers. ~~except to install piers for the limited development of walkways and observation decks. Walkways and observation decks should avoid high quality regulated wetland areas, and should not adversely affect natural areas designated in the Illinois Natural Areas Inventory or the habitat of rare or endangered species.~~

~~d.~~b. Regulated wetland area occupied by the development ~~of decks and walkways~~ must be mitigated by an equal area of regulated wetland habitat improvement.

~~e.~~c. Modification of degraded regulated wetlands for purposes of stormwater management is permitted where the quality of the regulated wetland is improved and total regulated wetland acreage is preserved. Where such modification is permitted, regulated wetlands shall be protected from the effects of increased stormwater runoff by measures such as detention or sedimentation basins, vegetated swales and buffer strips, and sediment and erosion control measures on adjacent developments. The direct entry of storm sewers into regulated wetlands shall be avoided. Environmental impact analysis of regulated wetland modification may be required in accordance with Section 8.00 of this ordinance.

An applicant for a special use permit (see Section 5.00) must stabilize areas left exposed after land surface modification with vegetation normally associated with that stream or regulated wetland. The planting of native riparian vegetation is recommended as the preferred stabilization measure. Other techniques should be used only when and where vegetation fails to control erosion. The preferred alternative is riprap, using natural rock materials where practicable, installed on eroding bank area in a manner

that provides interstitial space for vegetative growth and habitat for macro invertebrates and other steam organisms. Lining of the stream channel bottom is not permitted.

The applicant shall minimize access to the applicant's proposed development activity within all or part of the Lowland Conservancy Overlay District where such access could adversely affect the ~~stream, lake, pond,~~ regulated wetland, or related environmentally sensitive areas.

Section 6.04 – Site Development Plan

A site development plan must be prepared for any proposed development within or partly within, the Lowland Conservancy Overlay District and must indicate:

a. dimension and area or parcel, showing also the vicinity of the site in sufficient detail to enable easy location, in the field, of the site for which the special use permit is sought, and including the boundary line, underlying zoning, a legend, a scale, and a north arrow. (This requirement may be satisfied by the submission of a separate vicinity map.);

b. location of any existing and proposed structures;

c. location of existing or proposed on-site sewage systems or private water supply systems;

~~f.~~d. location of any perennial or intermittent stream, river, lake or pond, and its ordinary high water mark;

~~g.~~e. location and landward limit of all regulated wetlands;

~~h.~~f. location of setback lines as defined in this ordinance;

~~i.~~g. location of the 100-year floodway;

~~j.~~h. location of existing or proposed~~future~~ access roads;

~~k.~~i. specifications and dimensions of stream, regulated wetland or other water areas proposed for alterations;

~~l.~~j. cross-sections and calculations indicating any changes in flood storage volumes, and

~~m.~~k. such other information as reasonably requested by the ~~City of Wilmington~~ACOE.

The applicant shall present evidence, prepared by a qualified professional, that demonstrates that the proposed development activity will not endanger health and safety, including danger from the obstruction or diversion of flood flow. The developer shall also show by submitting appropriate calculations and resource inventories, that the proposed development activity will not substantially reduce natural floodwater storage capacity, destroy valuable habitat for aquatic or other flora and fauna, adversely affect water quality or ground water resources, increase stormwater runoff velocity so that water levels on other lands are substantially raised or the danger from flooding increased, or adversely impact any other natural stream, floodplain, or regulated wetland functions, and is otherwise consistent with the intent of this ordinance, as ameded herein.

Section 6.05 – Geologic and Soil Characteristics/Geologic and Soil Report

The site proposed for development shall be investigated to determine the soil and geologic characteristics, including soil erosion potential. A report, prepared by a licensed professional engineer, geoscientist, or soil scientist experienced in the practice of geologic and soil mechanics, shall be submitted with every application for land development within the Lowland Conservancy Overlay District. This report shall include a description of soil type and stability of surface and subsurface conditions. Any area which the investigation indicates as being subject to geologic or soil hazards shall not be subjected to development, unless the engineer or soil scientist can demonstrate conclusively that these hazards can be overcome.

Section 6.06 – Hydrologic Controls/Drainage Control Plan

A drainage control plan that describes the hydraulic characteristics of on-site and nearby watercourses as well as the proposed drainage plan, prepared by a registered professional engineer experienced in hydrology and hydraulics, shall be submitted with each application for land development within the Lowland Conservancy Overlay District. Unless otherwise noted, the following restrictions, requirements and standards shall apply to all development within the Lowland Conservancy Overlay District:

~~a. natural open channel drainageways shall be preserved; and~~

b. runoff from areas of concentrated impervious cover (e.g., roofs, driveways, streets, patios, etc.) shall be collected and transported to a drainageway (preferably a natural drainageway) with sufficient capacity to accept the discharge without undue erosion or detrimental impact. Vegetated drainage swales are preferred over conveyances constructed of concrete or other manufactured materials.

The drainage control plan shall identify appropriate measures, such as recharge basins and detention/retention basins, which will limit the quantitative and qualitative effects of stormwater runoff rates to pre-development.

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Section 6.07 – Site Grading and Excavation Plan

Section 6.07 applies to the extent that grading and excavation and erosion control plans, which satisfy the following requirements, are not already required by a jurisdiction.

A site grading and excavation plan, prepared by a registered professional engineer, trained and experienced in civil engineering, shall be submitted with each application for a special use permit and shall include the following:

a. details of the existing terrain and drainage patterns with one-foot contours;

b. proposed site contours at one-foot intervals;

c. dimensions, elevation and contours of grading excavation and fill;

~~c. a description of methods to be employed in disposing of soil and other material that is removed from allowable grading and excavation sites, including location of the disposal site if on the property;~~

d. a schedule showing when each stage of the project will be completed, including the total area of soil surface to be disturbed during each stage, and estimated starting and completion dates. The schedule shall be prepared so as to limit, to the shortest possible period, the time soil is exposed and unprotected. ~~In no case shall the existing natural vegetation be destroyed, removed or disturbed more than fifteen (15) days prior to initiation of the improvements; and~~

e. a detailed description of the revegetation and stabilization methods to be employed, to be prepared in conjunction with the Landscape Plan per Section 6.08. This description should include locations of erosion controls measures such as sedimentation basins, straw bales, diversion swales, etc.

The grading and excavation plan must be consistent with all the provisions of this ordinance, as amended herein.

Unless otherwise provided in this ordinance, the following restrictions, requirements and standards shall apply to all development within the District:

~~a. every effort shall be made to develop the site in such a manner so as to minimize the alteration of the natural topography;~~

~~b.~~a. no grading, filling, cleaning, clearing, terracing or excavation of any kind shall be initiated until final engineering or mass grading plans are

approved ~~and the special use permit is granted by the City of Wilmington; and~~

~~c.~~b. the depositing of any excavation, grading or clearing material within a stream, river, lake, pond, or regulated wetland area (i.e. within the District) shall be prohibited until an alternate drainage path/detention area in constructed.

In addition to locating all site improvements on the subject property to minimize adverse impacts on the ~~stream, river, lake, pond, or~~ regulated wetland, the applicant shall install a berm, curb, or other physical barrier during construction, and following completion of the project, where necessary, to prevent direct runoff and erosion from any modified land surface into a stream, river, lake, pond, or regulated wetland. All parking and vehicle circulation areas should be located as far as possible from a ~~stream, lake, pond, or~~ regulated wetland.

~~The City of Wilmington may limit development activity in or near a stream, lake, pond, or regulated wetland to specific months, and to a maximum number of continuous days or hours, in order to minimize adverse impacts. Also, the City of Wilmington may require that equipment be operated from only one side of a stream, river, lake, pond, or regulated wetland in order to minimize bank disruption. Other development techniques, conditions, and restrictions may be required in order to minimize adverse impacts on streams, rivers, lakes, ponds, or regulated wetlands, and on any related areas not subject to development activity.~~

Section 6.08 – Natural Vegetation Buffer Strip Required: Vegetation and Revegetation/Landscape Plan

~~To minimize erosion, stabilize the streambank, protect water quality, maintain water temperature at natural levels, preserve fish and wildlife habitat, to screen man-made structures, and also to preserve aesthetic values of the natural watercourse and regulated wetland areas, a natural vegetation strip shall be maintained along with edge of the stream, lake, pond, or regulated wetland. The natural vegetation strip shall extend landward a minimum of 25 feet from the ordinary high water mark of a perennial or intermittent stream, lake, pond and edge of a regulated wetland.~~

~~Within the natural vegetation strip, trees and shrubs may be selectively pruned or removed for harvest of merchantable timber, to achieve a filtered view of the waterbody from the principal structure and for reasonable private access to the stream, river, lake, pond, or regulated wetland. Said pruning and removal activities shall ensure that a live root system stays intact to provide for streambank stabilization and erosion control.~~

A Landscape Plan, prepared by a professional landscape architect, shall be submitted with each special use permit application for development activity within the Lowland Conservancy Overlay District and contain the following:

a. a plan describing the existing vegetative cover of the property and showing those area where the vegetation will be removed as part of the proposed construction; and

b. a plan describing the proposed revegetation of disturbed area specifying the materials to be used.

The vegetation must be planned in such a way that access for stream maintenance purposes shall not be prevented.

Section 7.00 – Watercourse Relocation and Minor Modifications (including Channelization and Relocation)

Watercourse relocation or modification is generally not permitted because these activities are not usually consistent with the purposes of this ordinance. Under certain circumstances, relocation and minor modification may be permitted through the ACOE. ~~a special use permit where certain problems can be mitigated by relocation and/or minor modification, specifically when:~~

~~a. off-site hydrologic conditions are causing erosion, flooding and related problems; or~~

~~b. on-site soil and geologic conditions are resulting in unstable conditions that pose hazards to life, health, and existing structures or property; or~~

~~c. the quality of previously modified or relocated streams can be improved through restoration; or~~

~~d. officially adopted stormwater management plans call for placement of detention or retention facilities in a stream; or~~

~~e. public utilities, including sanitary sewers, pipelines, and roadways require stream crossing or relocation where there are not practical alternatives.~~

~~Modification of watercourses as a convenience for site design purposes is not permitted.~~

Section 7.01 – Conditions and Restrictions for Permitting Stream Modification

Stream modification, when permitted, is subject to the following conditions and restrictions:

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a. water quality, habitat and other natural functions must be significantly improved by the modification; ~~no significant habitat area may be destroyed~~; IDNR sign-off will be required prior to any stream modification

b. the amount of flow and velocity of a stream is not to be increased or decreased as the stream enters or leaves a subject property, unless this reflects an improvement over previous conditions in terms of reduced flooding, reduced erosion, or enhanced low-flow conditions;

c. prior to diverting water into a new channel, a qualified professional approved by the City of Wilmington shall inspect the stream modification, and issue a written report to the City of Wilmington that the modified stream complies with the requirements in Section 7.02; and

d. stream channel enlargement, or other modifications that would increase conveyance, shall not be permitted without the necessary downstream capacity improvements if the intended purpose is to accommodate development activities in the floodplain.

Section 7.02 – Required Content of Stream Modification/Relocation Plan

Stream relocation may be permitted in accordance with a stream relocation plan which provides for:

a. the creation of a natural meander pattern, pools, riffles, and substrate;

b. the formation of gentle side slopes (at least three feet horizontally per one foot vertically), including installation of erosion control features;

c. the utilization of natural materials wherever possible;

d. the planting of vegetation normally associated with streams, including primarily native riparian vegetation;

e. the creation of spawning and nesting areas wherever appropriate;

f. the re-establishment of the fish population wherever appropriate;

g. the restoration of water flow characteristics compatible with fish habitat areas, wherever appropriate;

h. the filling ~~and revegetation~~ of the prior channel;

i. a proposed phasing plan, specifying time of year for all project phases;

j. plans for sediment and erosion control; and

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k. establishment of a low-flow channel which reflects the conditions of a natural stream.

Section 7.03 – Criteria for Permitting Armoring Channels and Banks

Armoring in the form of bulkheads, riprap or other materials or devices is not permitted except in accordance with the following:

a. significant erosion cannot be prevented in any other way and the use of vegetation and gradual bank slopes has not sufficiently stabilized the shoreline or bank;

b. the bulkhead or other devise is not placed within a regulated wetland, or between a regulated wetland and a lake or pond;

c. the bulkhead, riprap or other device will minimize the transmittal of wave energy or currents to other properties; and

d. the change in the horizontal or vertical configuration of the land must be kept to a minimum.

Where permission to install bulkheads or other armoring devices is requested as part of the special use permit application, documentation and certification pertaining to the items above must by submitted.

Section 7.04 – Criteria for Permitting the Use of Culverts

Culverts are not permitted in streams except in accordance with the following:

a. where a culvert is necessary for creating access to a property; ~~use of culverts as a convenience, in order to facilitate general site design, is not to be considered;~~

b. the culvert must allow passage of fish inhabiting the stream, and accommodate the 100-year flood event without increasing upstream flooding, except where a restricting culvert is desirable as part of an overall storm and floodwater management plan;

c. the culvert must be maintained free of debris and sediment to allow free passage of water, and if applicable, fish; and

d. the stream bottom should not be significantly widened for the placement of a culvert as this increases siltation; if multiple culverts must be installed, one culvert should be at the level of the bottom of the stream and the others at or above normal water elevation.

Section 8.00 – Impact Assessment

The City of Wilmington may ask an applicant to submit a report prepared by a qualified professional, and approved by the City of Wilmington, in order to assess the potential impact of proposed development on a ~~lake, stream or~~ regulated wetland and associated environmentally sensitive areas, including loss of flood storage potential, loss of habitat, changes in species diversity and quantity, impacts on water quality, increases in human intrusion, and impacts on associated streams, rivers, lakes, ponds, regulated wetlands or downstream areas.

Section 9.00 – Stream Maintenance Easement

The applicant shall grant an access easement for stream maintenance purposes to the City of Wilmington over 25 feet parallel to the stream bank.

Section 10.00 – Nonconforming Uses

(To conform with the appropriate section of the City of Wilmington zoning ordinance.)

Section 11.00 – Board of Appeals

(To conform with the appropriate section of the City of Wilmington zoning ordinance.)

Section 11.01 – Variances

(To conform with the appropriate section of the City of Wilmington zoning ordinance.)

Section 11.02 – Appeals

(To conform with the appropriate section of the City of Wilmington zoning ordinance.)

Section 12.00 – Surety

The City of Wilmington may require ~~the posting of bond or~~ surety, in accordance with Exhibit J to ensure compliance with any aspect of this ordinance, as amended herein.

Section 13.00 – Liability

Attach 267

Prior to issuance of a construction permit, the applicant shall enter into an agreement with the City of Wilmington which runs with the property, in a form acceptable to the City Attorney, indemnifying the City of Wilmington for any damage resulting from development activity on the subject property which is related to the physical condition of the stream or regulated wetland.

Section 14.00 – Separability

Every section, provision, or part of this ordinance is declared separable from every other section, provision, or part thereof shall be held invalid, it shall not affect any other section, provision, or part.

Section 16.00 – Enforcement

Authority of administration of this ordinance resides with the City Administrator. Appeals regarding decision of the City Administrator in granting special permits shall be made according to the provisions of Section 11.02.

Section 16.01 – Stop-Work Order; Revocation of Permit

In the event any person holding a special use permit pursuant to this ordinance violates the terms of the permit, or carries on site development in such a manner so as to materially and adversely affect the health, welfare, or safety of persons residing or working in the neighborhood of the development site, or so as to be materially detrimental to the public welfare or injurious to property or improvements in the neighborhood, the City of Wilmington may suspend or revoke the special use permit.

1. Suspension of a permit shall be by a written stop-work order issued by the City of Wilmington and delivered to the permittee or his agent or the person performing the work. The stop-work order shall be effective immediately, shall state the specific violations cited, and shall state the conditions under which work may be resumed. A stop-work order shall remain in effect until the next regularly scheduled meeting of the Zoning Board of Appeals, at which the conditions of subparagraph 2 below can bet met.

2. No special use permit shall be permanently suspended or revoked until a hearing is held by the Zoning Board of Appeals. Written notice of such hearing shall be served on the permittee, either personally or by registered mail, and shall state:

    a. the grounds for compliant or reasons for suspension or revocation, in clear and concise language; and

b. the time when and place where such hearing will be held.

Such notice shall be served on the permittee at least five (5) days prior to the date set for the hearing. At such hearing, the permittee shall be given an opportunity to be heard and may call witnesses and present evidence on his/her behalf. At the conclusion of the hearing the Zoning Board of Appeals shall determine whether the permit shall be suspended or revoked.

Section 16.02 – Violations and Penalties

No person shall undertake or continue any development activity contrary to or in violation of any terms of this ordinance, as amended herein. Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor, and each day during which any violation of any of the provisions of this ordinance is committed, continued, or permitted shall constitute a separate offense. Upon conviction of any such violation, such person, partnership, or corporation shall be punished by a fine of not more than $500 for each offense. In addition to any other penalty authorized by this sections, any person, partnership, or corporation convicted of violating any of the provisions of this ordinance shall be required to restore the site to the condition existing prior to commission of the violation, or to bear the expense of such restoration.

Section 17.00 – Effective Date

This ordinance shall be in full force and effective from and after its passage and publication. The effective date is _____, ~~2008~~2009.

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RidgePort Annexation Properties

Parcel	PIN #
OWNED	
Taller/Robertson	17-17-200-013
Kavanaugh	17-17-400-009 [1] 17-17-400-010 17-17-400-011 [2] 17-17-400-012
Darin-Lundy	17-16-100-005 17-16-300-008 [3] 17-16-300-009
Lardi	17-21-200-013 [4] 17-16-300-009
Kavanaugh House	17-17-400-004
Rink (Libby)	17-16-200-012 17-16-200-014 [5] 17-16-200-015 17-16-400-009 [6] 17-16-400-008 [7] 17-16-400-003 17-16-300-009
Rink (Alexander)	17-21-400-001 17-28-200-001 17-28-200-002
Stanley	17-21-100-036
Pozzi	17-16-200-004
Kavanaugh 7	17-21-300-007
Taylor	17-21-300-027
Kavanaugh 70	17-28-100-006 17-28-100-007
DoBi	17-28-100-005
Campbell	17-21-100-018
Jefferey L. & Barb Lardi	17-21-200-005

UNDER CONTRACT	
DoBi	17-21-300-016 17-21-300-025 17-21-300-026 17-21-300-024

[1] Formerly 17-17-400-005, 72.038 acres.
[2] Formerly 17-17-400-008, 58 acres.
[3] Formerly 17-16-300-03, 39.64 acres.
[4] Formerly 17-21-200-012, 211.971 acres which was formerly 17-21-200-008, 17-21-100-017, 17-16-300-004, 17-21-200-004, 209.275 acres.
[5] Formerly 17-16-200-010, 28.513 acres.
[6] Formerly 17-16-400-007, 156.14 acres.
[7] Formerly 17-16-400-005, 60 acres.

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5/12/2010