

City of Wilmington Planning & Zoning Commission Thursday, October 20, 2016 at 5:00 p.m.

Location & Time

Council Chamber Wilmington City Hall 1165 S. Water Street 5:00 p.m. 10/20/16

Planning & Zoning Commission Members

Larry Clennon

Bryan Humphries

Jonathan Jones

Ken Kulpa

Chris Smith

John Tryner

Gina Wysocki

Agenda

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Roll Call
- 4. Approval of the September 8, 2016 Meeting Minutes
- 5. Open Public Hearing

Annexation with I-5 Zoning, Preliminary & Final Plat and Site Plan Location: East Side of Kavanaugh Road, South of Design Road

Petitioner: Adar Ridgeport Industrial Partners, LLC

PIN: 03-17-16-300-005-0000

- 6. Close Public Hearing
- 7. Commissioner Review, Approval & Recommendation of Annexation with I-5 Zoning, Preliminary Plat, Final Plat and Site Plan as submitted by Adar Ridgeport Industrial Partners, LLC
- 8. Review & Approve 2017 Meeting Dates & Times
- 9. Adjournment

DRAFT

Minutes to the City of Wilmington Planning and Zoning Commission Meeting Wilmington City Hall 1165 South Water Street Thursday, September 8, 2016 at 5:00 PM

Call to Order

The September 8, 2016 meeting of the Wilmington Planning & Zoning Commission was called to order at 5:26 p.m. by Deputy City Clerk Joie Ziller in the Council Chambers of the Wilmington City Hall.

Roll Call

Upon Roll Call by the Clerk the following members answered õHereö or õPresentö:

Commissioners Clennon, Kulpa, Tryner, Wysocki

Commissioners Absent

Smith, Humphries, Jones

Quorum

There being a sufficient number of members of the corporate authorities in attendance to constitute a quorum, the meeting was declared in order.

Other Officials in Attendance

Also in attendance were the City Administrator Tony Graff, Attorney Scott Nemanich, City Planners Carrie Hansen & Mike Schoppe of Schoppe Design Associates, Inc., City Engineer Colby Zemaitis and Deputy City Clerk Joie Ziller

Elect Pro-Tem Chairman

Commissioner Clennon made a motion and Commissioner Kulpa seconded to elect Commissioner John Tryner as Chairman of tonight meeting.

Upon roll call, the vote was:

AYES: 4 Clennon, Kulpa, Tryner, Wysocki

NAYS: (

The motion carried.

Approval of Minutes

Commissioner Clennon made a motion and Commissioner Kulpa seconded to approve the June 2, 2016 Planning & Zoning meeting minutes as written and have them placed on file.

Upon roll call, the vote was:

AYES: 2 Clennon, Kulpa

NAYS: (

PASS: <u>2</u> Tryner, Wysocki

DRAFT

The motion carried.

Public Hearing

Preliminary & Final and Site Plan for a 1,507,545 sq.ft. Building

Location: East of Ridge Way at Tower Road Petitioner: Ridgeport Partners III, LLC

PIN: 03-17-16-200-016-0000, 03-17-400-010-0000 and

03-17-16-400-011-0000

Commissioner Clennon made a motion and Commissioner Kulpa seconded to open the public hearing at 5:30 p.m.

Upon roll call, the vote was:

AYES: 4 Clennon, Kulpa, Tryner, Wysocki

NAYS: $\underline{\mathbf{0}}$ The motion carried.

The Deputy City Clerk confirmed that the public hearing notice was published on August 24, 2016 (not less than 15 days and not more than 30 days) accordingly and made part of the record.

Carrie Hansen, City Planner informed the Commission that the applicant is requesting Preliminary & Final Plat and Site Plan approval for the subject site to allow for the construction of a 1,507,545 square foot office/warehouse building with associated parking, truck docks, and site detention. The subject property consists of three parcels totaling 96.12 acres located between Ridge Way and I-55 south of Lorenzo Road and the Petro site, presently zoned I5 Planned Industrial Development. Ms. Hansenøs report will be included with the approved version of these meeting minutes for future reference. Colby Zemaitis, City Engineer also reviewed his staff report which will also be included with the approved version of these minutes, with the Commission. City Engineer Zemaitis finds the data as submitted to be satisfactory. In addition, City Attorney Nemanich has reviewed the final plat, as submitted, to be satisfactory.

No other public comments were made.

Commissioner Clennon made a motion and Commissioner Kulpa seconded to close the public hearing at 6:04 p.m.

Upon roll call, the vote was:

AYES: 4 Clennon, Kulpa, Tryner, Wysocki

NAYS: $\underline{\mathbf{0}}$ The motion carried.

Commissioner Review, Approval & Recommendation of the Preliminary Plat, Final Plat and Site Plan as submitted by Ridgeport Partners III, LLC

After some discussion, the Commission made the following motion:

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Commissioner Kulpa made a motion and Commissioner Wysocki seconded that they approve the Preliminary Plat and Final Plat as submitted and recommend that City Council approve the Preliminary Plan and Final Plat at their September 8, 2016 Special City Council meeting.

Upon roll call, the vote was:

AYES: 4 Clennon, Kulpa, Tryner, Wysocki

NAYS: $\underline{\mathbf{0}}$ The motion carried.

Commissioner Wysocki made a motion and Commissioner Kulpa seconded that they approve the Site Plan as submitted and recommend that City Council approve the Site Plan at their September 8, 2016 Special City Council meeting.

Upon roll call, the vote was:

AYES: 4 Clennon, Kulpa, Tryner, Wysocki

NAYS: <u>0</u>
The motion carried.

Adjournment

Motion to adjourn the meeting made by Commissioner Clennon and seconded by Commissioner Kulpa. Upon voice vote, the motion carried. The Wilmington Planning & Zoning meeting held on September 8, 2016 adjourned at 6:15 p.m.

Respectfully submitted,

Joie Ziller
Deputy City Clerk





Land Use Petition City of Wilmington, Illinois

SEP 27 '16

CITY OF WILMINGTON

Petitioner:	ADAR RIDGEPORT INDUSTRIAL PARTNERS, LLC						
Address:	2875 N.E. 191st ST., SUITE	800					
City:	AVENTURA			State:	FLORIDA	Zip: _3	3180
Phone No.:	815 727-4511	Fax No.: 815	727-1586	_ Email:	tosterberger	@kggllc.co	om
	er is the owner of the subject and is the signer of this	Petitioner is the contract purchaser of the subject property and has attached a copy of said contract to this petition		of t	titioner is actin the subject pro ter granting suc ner	perty and h	nas attached a
In the event the pro the name, address,	perty is held in trust, a notarized letter from and percentage of interest of each benefic	n an authorized trust officer ide lary is attached to this execute	entifying the petitioner as an au ed petition.	thorized individu	ual acting on behalf	of the benefic	iaries and providing
Subject Pro	perty						
Location:	EAST SIDE OF KAVA	NAUGH ROAD, SOU	TH OF DESIGN ROAD	n - 10 - 10 - 10 - 10 - 11 - 11 - 11 - 1			
Size of Propert	y: 48.187 ac		Tax Parcel No.	: 03-17-16	6-300-005-000	0	
The following d	ocuments have been attached:						
■ Legal Descr □ Plat of Surve		nt Property Owners	☐ Preliminary Plat ☐ Final Plat	☐ Prelin Final	minary Plan Plan		ct Fee Form Trust Letter
Type of Act	ion Requested						
Annexation Annexation Concept Pla	Agreement 🔀 Fin.	liminary Plat/Plan (circ al Plat/Plan (circle one o Amendment from)	Conditiona Variance Site Plan I			
	d the required filing fee. I under (initial here) \$	stand that the fee is no (fee)	on-refundable. The fee	is determine	ed according to	the attache	ed schedule
Statement of	of Petition						
Please provide sheets if necess	a brief statement describing the sary).	proposal as it relates	to the standards of peti	tion accomp	anying this doo	cument (att	ach additional
ADDI	TIONAL PARCEL TO BE ANNE	XED IN ADDITION TO	ORIGINAL RIDGEPO	RT PARCEL	.s		
Number of Dwe Proposed Time Requested Vari	Schedule for Development	Type of Units		Squ	are Footage _		
Authorizatio	n		2222			····	
information and exhib The petitioner invites	nave full legal capacity to authorize the filin bits herewith submitted are true and correctly representatives to make all reasonably during the period of processing this petition is a second of processing the period of processing this petition is a second of processing the period of processing this petition is a second of processing the period of processing this petition is a second of processing the period of processing this petition is a second of processing the period of processing this petition is a second of processing the period	ct to the best of my knowledge te inspections and investigation	e. on NOT	CYNTHIA ARY PUBLIC COMMISSION	AL SEAL SCHULTZ - STATE OF ILLIN N EXPIRES:09/23 ATY PUBLIC SEA	3/18	,
that <u>THOMAS 0</u> whose name is subs	notary public in and for the said county a STEP STORE personally known to icribed to the forgoing instrument, and the ove petition as a free and voluntary act, for the said country act, for the said countr	o me to be the same persor at said person signed, sealed	Notary Signatu My Commissio	n Expires:	Cyrithia	Schul	rf
Given under my	hand and notary seal this	7/7 day of	September A	D. 2016	5		

EXHIBIT A

Legal Description

THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 16, EXCEPT THE SOUTH 30 ACRES THEREOF, IN TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS.

ADDRESS: 29929 S. KAVANAUGH RD., WILMINGTON, IL 404%

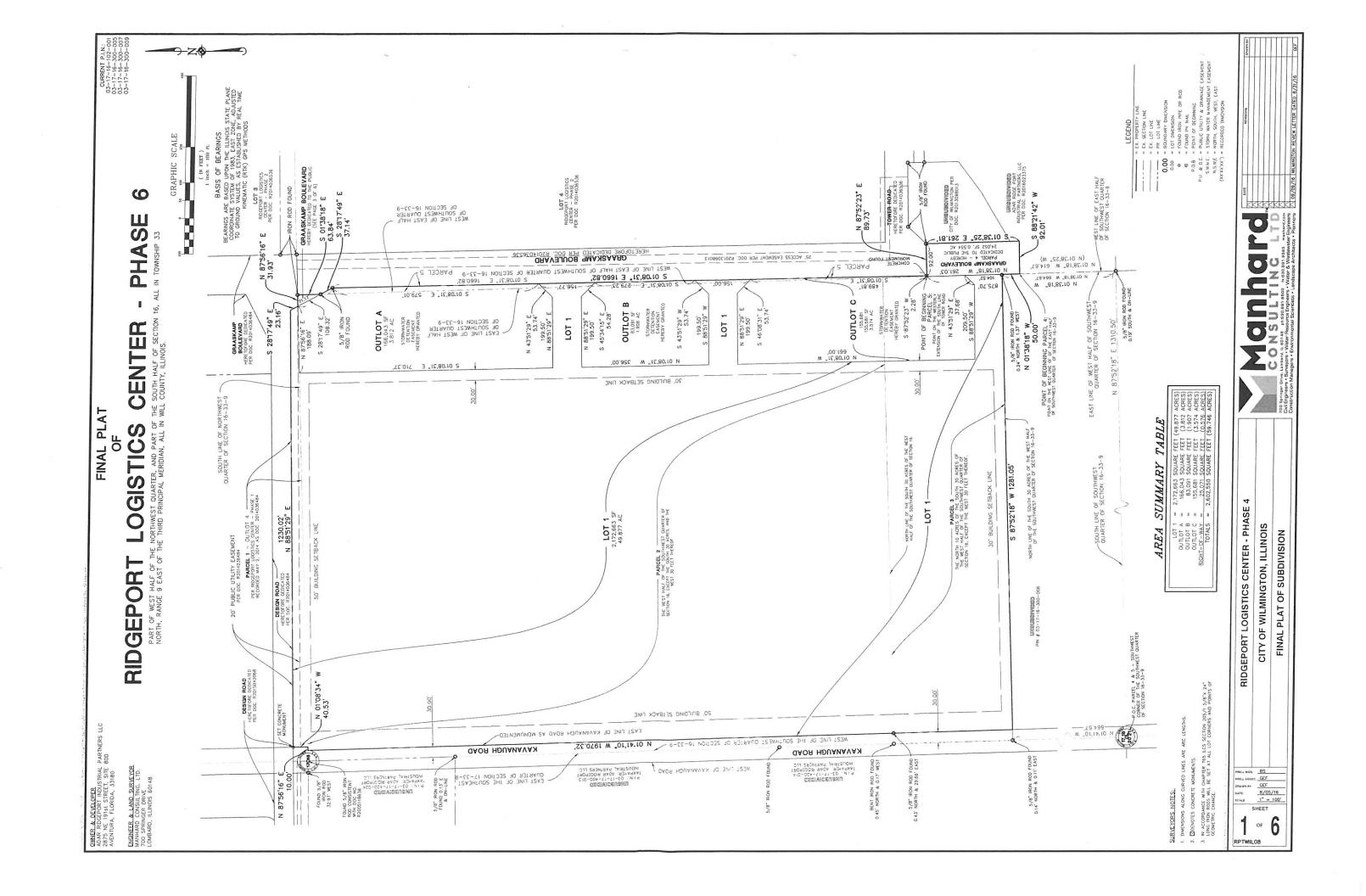
PIN: 03-17-16-300-005-0000

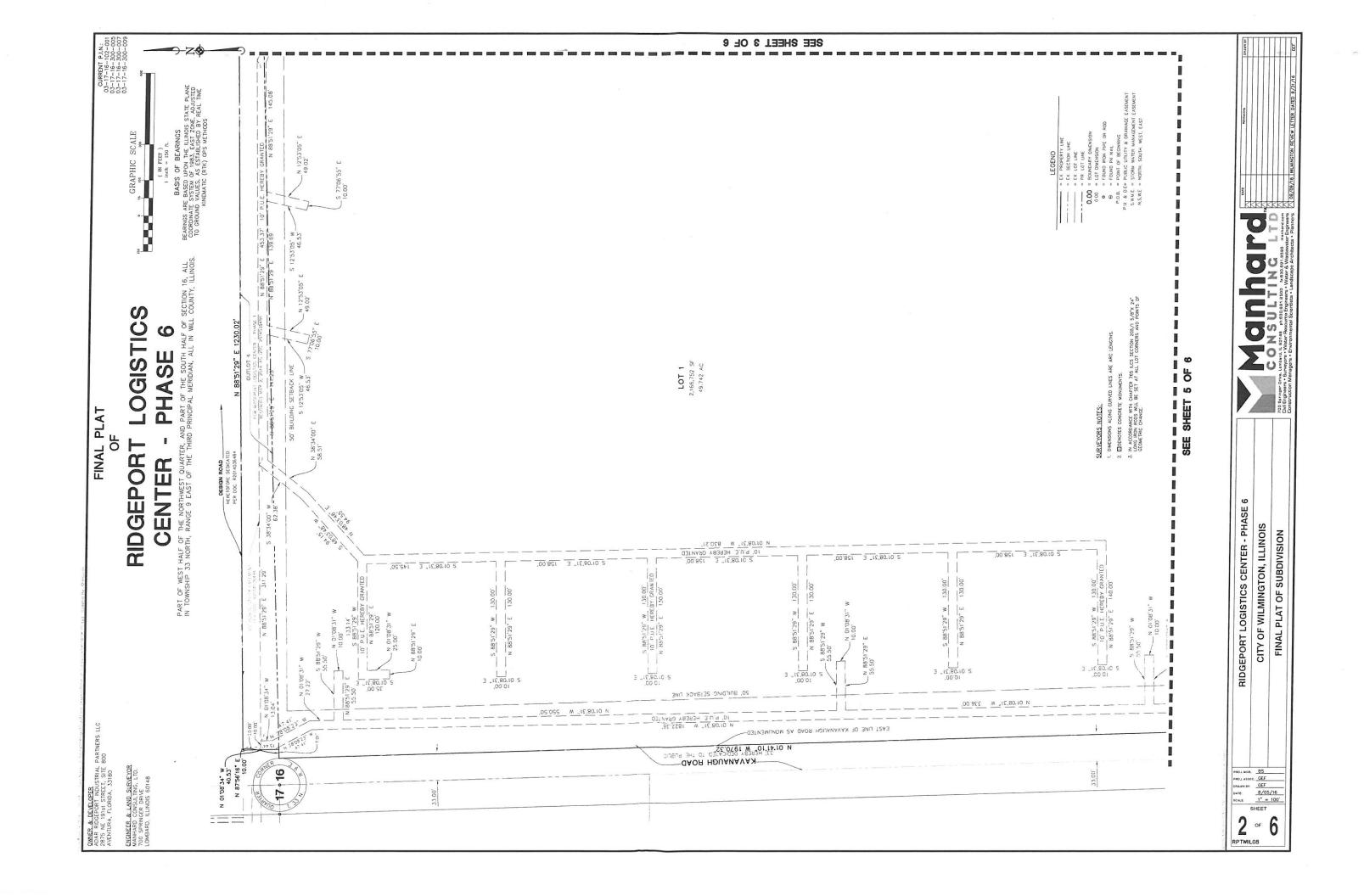
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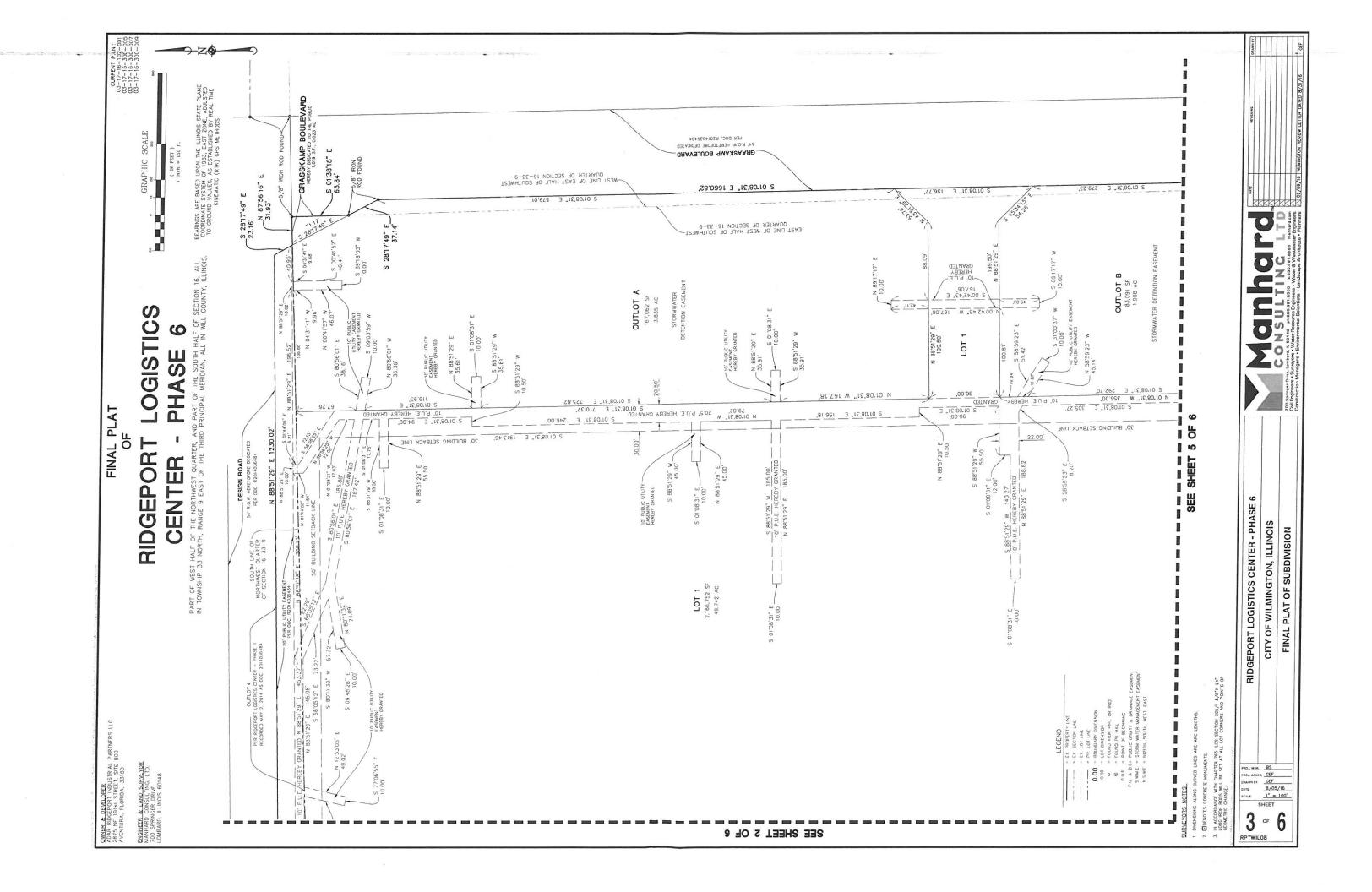
ADJOINING OWNERS

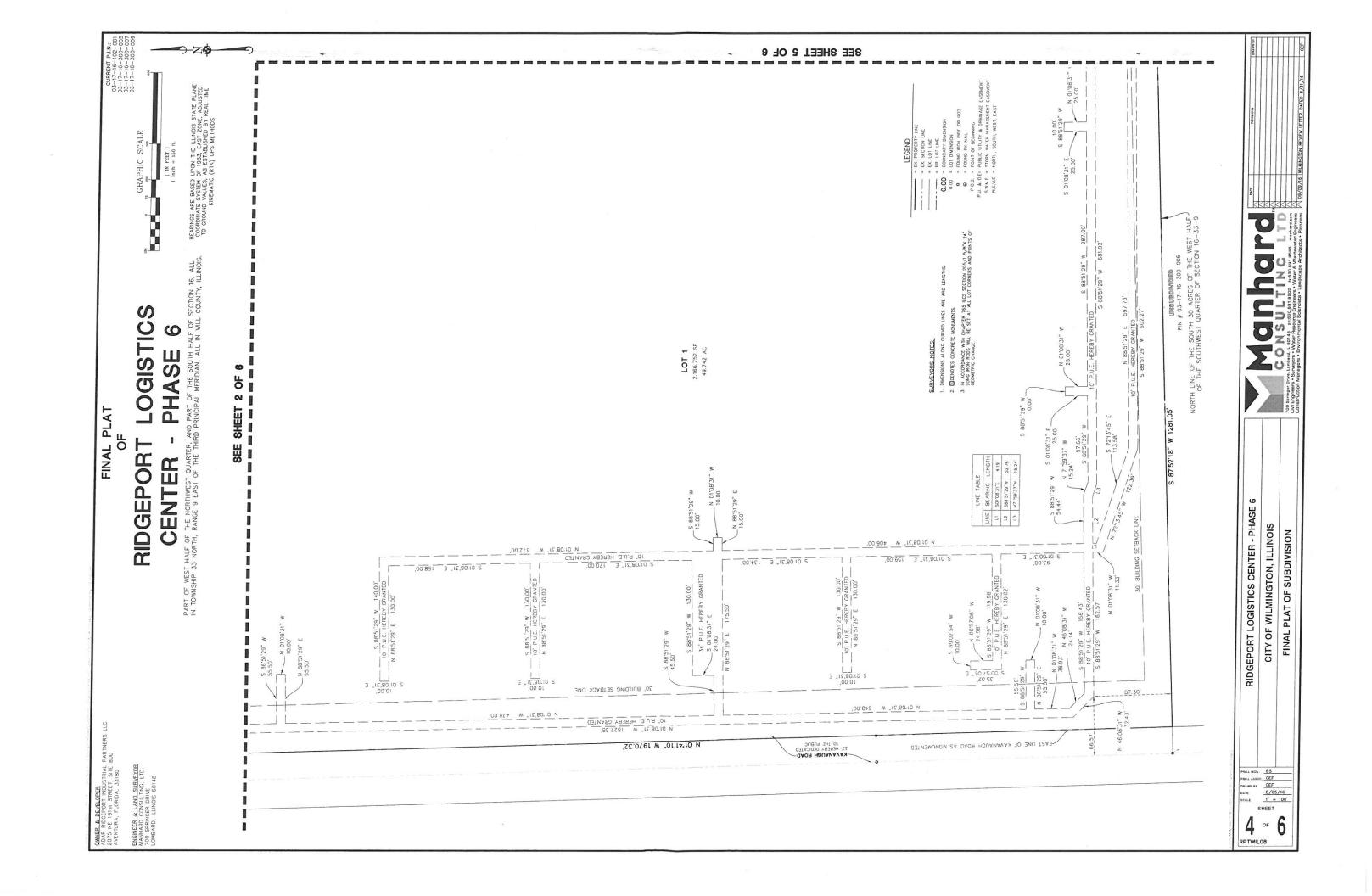
Ridgeport Logistics Ctr POA 200 W. Madison St., Suite 1200 Chicago, IL 60606

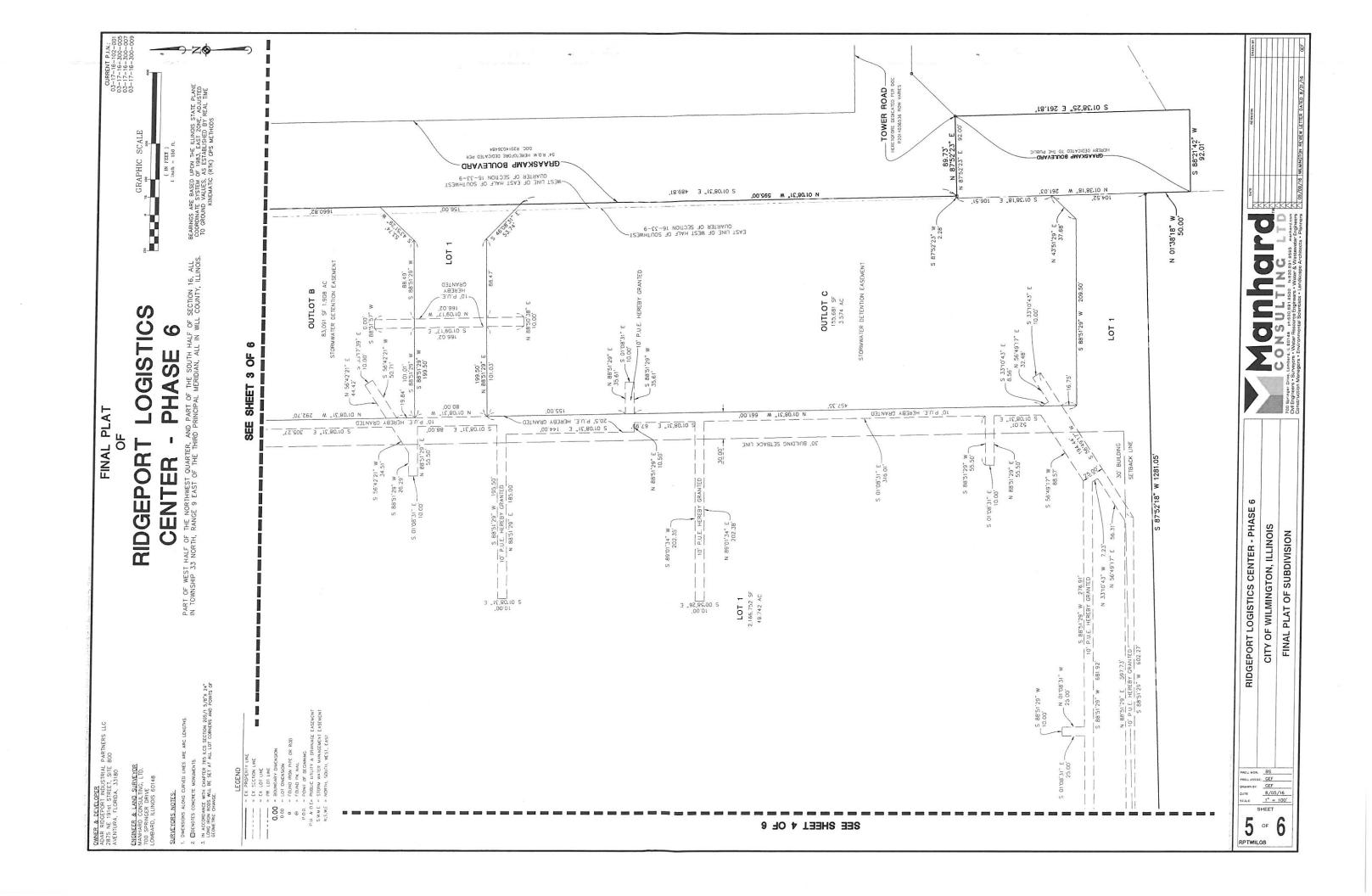
Ridge Lego Partners LLC 200 W. Madison St., Suite 1200 Chicago, IL 60606











FINAL PLAT OF

9 PHASE CENTER LOGISTICS RIDGEPORT PART OF WEST HALF OF THE NORTH

WEST QUARTER, AND PART OF THE SOUTH HALF OF SECTION 16, ALL IN TO THE THIRD PRINCIPAL MERIDIAN, ALL IN WILL COUNTY, ILLINOIS.

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OFFICE DO HERREDY CERTIFY THAT I HAVE CHECKED HE PROPERTY DESCRIPTION ON THIS PLAT THAT HAVE OFFICE THE PROPERTY DESCRIPTION ON THIS PLAT AND FING SAID DESCRIPTION TO BE TRUE AND CORNECT, AGAINST AVAILABLE COUNTY RECORDS

THE PROPERTY HEREIN IDENTIFIED AS PERMANI THIS _____ DAY OF

COUNTY TAX MAPPING CERTIFICATE

STATE OF ILLINOIS)
SS
COUNTY OF WILL)

EASEMENT PROVISIONS An essement for serving the subdivision and other proporty want communication service is hereby reserved for and gap

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SURFACE WATER STATEMENT

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STATE OF ILLINOIS)
COUNTY OF WILL)

RECORDER'S OFFICE OF WILL COUNTY, ILLINOIS, ON THIS
ON PAGE ________O'CLOCK ____M., AND WAS RECORD
ON PAGE _______

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TO THE BEST OF OUR KNOWEDDE AND BELIEF. THE DRAINAGE OF SUPFACE WATERS WILL NOT BE CHANGED RESPONSION OF ANY PART THEREOF, OR, THAT E SUCH SUPFACE WATER DRAINAGE WILL BE CHANGED. RESPONSABLE PROVISION ARE SEN ANDE FOR COLLECTION AND DIVERSION OF SUCH SUPFACE WITERS HAVE POBLICATED AND STATES AND THAT SUCH PUBLIC STATES. OR DRAINS WHICH THE SUBSUNDER HAS A RIGHT TO LICE, AND THAT SUCH PUBLIC SUBSURFACE WAIRERS WILL BE PLANKED FOR IN ACCROBANCE WITH GENERALLY ACCEPTED ADJOINING PRACTICES SO AS TO REDUCE HE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDINSTON.

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ILLINOIS LICENSED PROFESSIONAL ENGINEER NO. 062-014426 LICENSE EXPIRES: NOVEMBER 30, 2017

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ENGINEER
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, COUNTY CLERK OF WILL COUNTY ILLINGS. DO PREST CERTIFY THAT THERE ARE NO DELINOUENT GENERAL TAYES, NO UMPAID CURRENT LAND INCLUDED IN THE ANNEXED PLAT.

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I FURTHER CERTIFY ANNEXED PLAT.

-- DAY

AND PARCEL 5: THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 16, OWNSHIP 33 JOHN-FREST MARKE SEASOF OF THE THIS PRINCIPA, THE SOUTHWEST CORNER AS SOUTHWEST CAMBER AS SOUTHWEST AND ADDRESS THE SOUTHWEST CORNER OF SOUTHWEST CAMBER OF SOUTHWEST CAMBER OF SOUTHWEST SOUTHWEST SOUTHWEST STREAM SOUTHWEST SEASONS RAST LINE OF THE KAST HALF OF SOUTHWEST STREAM SOUTHWEST SETS THE OWNST SOUTHWEST STREAM SOUTHWEST STREAM SOUTHWEST SETS THE OWNST SOUTHWEST STREAM SOUTHWEST STREAM SOUTHWEST STREAM SOUTHWEST SETS THE OWNST SOUTHWEST STREAM SOUTHWEST SOUTHWEST

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003567 LICENSE EXPIRES NOVEMBER 30, 2016

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IND AND SEAL THIS

ILLINOIS PROFESSIONAL LAND SURVEYOR LICENSE EXPIRES: NOVEMBER 30, 2016

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY, DATE OF FIELD SURVEY, JUNE 21, 2016 DESIGN FIRM LICENSE NO. 184003350 LICENSE EXPIRES: APRIL 30, 2017

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FROJ. ASSOC. GEF
DRAWN BY
GEF
DATE 8/05/16
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SHEET 6 6 RPTWIL08

RIDGEPORT LOGISTICS CENTER - PHASE 6
CITY OF WILMINGTON, ILLINOIS FINAL PLAT OF SUBDIVISION

STATE OF ILLINOIS) SS COUNTY OF WILL)		
Prepared by and after recording return to:		
Thomas R. Osterberger		
Kavanagh Grumley & Gorbold LLC		
111 North Ottawa Street		
Joliet, Illinois 60432		

NINTH AMENDMENT TO ANNEXATION AGREEMENT

This Ninth Amendment to Annexation Agreement ("Ninth Amendment") is made and entered into this _____ of November, 2016 by and among the City of Wilmington, an Illinois Municipal Corporation, Will County, Illinois (hereinafter the "City"), and Adar Ridgeport Industrial Partners, LLC, a Delaware limited liability company, Successor in interest to Ridge Logistics Park I, LLC, a Delaware limited liability company, ("Adar").

WITNESSETH:

WHEREAS, the City and one or more Property Owners are parties to that certain Annexation Agreement dated May 4, 2010, which was recorded with the Office of the Recorder of Will County, Illinois on May 25, 2010 as Document Number R2010052538 (the "Original Agreement"), which Original Agreement was amended by the terms of that certain First Amendment to Annexation Agreement dated October 19, 2010, which was recorded with the Office of the Recorder of Will County, Illinois on March 10, 2011 as Document Number R2011026147 (the "First Amendment"); and by the terms of that certain Second Amendment to Annexation Agreement dated December 7, 2010, which was recorded with the Office of the Recorder of Will County, Illinois, on March 10, 2011 as Document Number R2011026148 (the "Second Amendment"); and by the terms of that certain Third Amendment to Annexation Agreement dated March 6, 2012 which was recorded with the Office of the Recorder of Will County, Illinois on October 15, 2012 as Document Number R2012114455 (the "Third Amendment"); and by the terms of that certain Fourth Amendment to Annexation Agreement dated May 16, 2014, which was recorded with the Office of the Recorder of Will County, Illinois, on June 12, 2014 as Document Number R2014049675 (the "Fourth Amendment"); and by the terms of that certain Fifth Amendment to Annexation Agreement dated October 7, 2014, which was recorded with the Office of the Recorder of Will County, Illinois on November 22, 2014 as Document Number R2014103758 (the "Fifth Amendment"); and by the terms of that certain Sixth Amendment to Annexation Agreement dated December 19, 2014, which was recorded with the Office of the Recorder of Will County, Illinois on December 19, 2014 as

Document Number R2014109840 (the "Sixth Amendment") and by the terms of that certain Seventh Amendment to Annexation Agreement dated March 29 2016, which was recorded with the Office of the Recorder of Will County, Illinois on March 31, 2016 as Document Number R201623368 (the "Seventh Amendment") and by the terms of that certain Eighth Amendment to Annexation Agreement dated April 26, 2016 and recorded with the Office of the Recorder of Will County, Illinois on May 2, 2016 as Document No. R2016031725 ("Eighth Amendment") (the Original Agreement, as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment , Sixth Amendment, Seventh Amendment and Eighth Amendment is collectively referred to herein as the "Annexation Agreement" or this "Agreement"); and

WHEREAS, the parties hereto (the "Parties") have determined that it is in the best interest of the Parties to amend the Annexation Agreement as set forth herein; and

WHEREAS, proper applications and petitions have been filed with the City by the Owners to amend the Annexation Agreement; and

WHEREAS, the City and the Owners desire to enter into this Ninth Amendment amending the Annexation Agreement pursuant to the provisions of Division 15.1 of Article 11 of the Illinois Municipal Code in order to regulate the annexation, zoning and development of property within the City pursuant to the enabling statute, 65 ILCS 5/8-11-20, and to provide an economic incentive to Property Owners to develop the property to be annexed hereunder ("Annexation Property") upon the terms and conditions contained in the Annexation Agreement; and

WHEREAS, the Agreement affects the property described on Exhibit A attached hereto; and

WHEREAS, Section 42 of the Annexation Agreement contemplates that real property abutting the Subject Property of the Annexation Agreement, referred to as "Additional Territory". may be annexed into the City and be made subject to the Terms of the Annexation Agreement; and

WHEREAS, a public hearing on this Ninth Amendment has been held by the Corporate Authorities of the City on November 1, 2016; and

WHEREAS, all notices, publications, procedures, public hearings and other matters attendant to the consideration, approval and execution of this Ninth Amendment have been given, made, held and performed as required by the Illinois Municipal Code and all applicable ordinances, regulations and procedures of the City; and

WHEREAS, the City acknowledges that this Ninth Amendment will permit the orderly growth, planning and development of the City, will increase the tax base of the City, will create employment opportunities in the City, will promote and enhance the general welfare of the City and that the development of the Annexation Property as proposed by the Property Owners will

be compatible with the adjacent land uses and the planning and zoning objectives of the City; and,

WHEREAS, the City Board has, by a vote of not less than two-thirds (2/3) of the Corporate Authorities currently holding office, approved the terms and provisions of this Seventh Amendment and have directed the City Mayor to execute, and the City Clerk to attest, this Eighth Amendment on behalf of the City.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements herein contained, the Parties hereto agree that the Annexation Agreement is hereby amended as follows:

ARTICLE ONE

INCORPORATION OF RECITALS: CAPITALIZED TERMS

The foregoing recitals are incorporated herein by reference as if fully set forth herein. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Annexation Agreement.

ARTICLE TWO

ANNEXATION SUBJECT TO ANNEXATION AGREEMENT

The Annexation Property (or Additional Territory) legally described and set forth on **Exhibit B** attached hereto and made a part hereof shall be annexed to the City and shall thereafter be deemed part of the Subject Property under the Annexation Agreement and Exhibit A of the Annexation Agreement is hereby amended to include such legal description and as such the Additional Territory shall be subject, as applicable, to all of the terms and conditions of the Annexation Agreement.

ARTICLE THREE

ZONING OF ADDITIONAL LAND

The Annexation Property (or Additional Territory) legally described and set forth on **Exhibit B** attached hereto and made a part hereof is hereby rezoned to the Large Scale Planned Industrial District.

ARTICLE FOUR

GENERAL PROVISIONS

- A. Except as modified by this Agreement, the provisions of the Annexation Agreement shall remain in full force and effect.
- B. This Agreement shall bind and inure to the benefit of the heirs, successors and assigns of the City and Property Owners.
- C. This Agreement, when recorded, constitutes a covenant running with the land and is binding upon and inures to the benefit of the parties, all grantees, successors and assigns.
- D. Within thirty (30) days after its execution the text of this Agreement shall be recorded at the sole cost and expense of the party recording same in the office of the Recorder of Will County, Illinois.
- E. If any provision of this Agreement is found by a court of law to be in violation of any applicable local, State or Federal law, ordinance or regulation and if a court of competent jurisdiction should declare such provision of this Agreement to be illegal, void or unenforceable, then it is the intent of the parties that the remainder of this Agreement shall be construed as if such illegal, void or unenforceable provision was not contained herein and that the fights and obligations of the parties hereunder shall continue in full force and effect.
- F. The captions of paragraphs are intended only for the convenience of the parties and are not to be construed as part of this Agreement or as a limitation of the scope of the particular sections to which they refer.
- G. This Agreement may be executed in any number of counterparts and duplicate originals, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be executed as of the day and year above written.

[Remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, the parties to this Ninth Amendment have caused it to be executed as of the date and year first above written.

"CITY":
CITY OF WILMINGTON, an Illinois municipal Corporation
By: J. Marty Orr, Mayor
ATTEST:
Judith Radosevich, City Clerk
STATE OF ILLINOIS)) SS. COUNTY OF WILL)
ACKNOWLEDGMENT
I,
GIVEN under my hand and official seal thisday of November, 2016
NOTARY PUBLIC

"ADAR":

	RIDGEPORT INDUSTRIAL PARTNERS, LLC ware limited liability company	
By:		
Name:	Authorized Signatory	
115.	Authorized Signatory	
STATE OF _)	
COUNTY OF)) SS.)	
	ACKNOWLEDGMENT	
HEREBY CER Authorized Sig company, and j foregoing instr capacity he sig limited liability	andersigned, a Notary Public, in and for the County and State aforesaid, DO CTIFY that, personally known to me to be the gnatory of Adar Ridgeport Industrial Partners, LLC, a Delaware limited liability personally known to me to be the same person whose name is subscribed to the ument, appeared before me this day in person and acknowledged that in such ned and delivered the said instrument pursuant to authority given to him for said company, as his free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.	1
GIVEN	under my hand and notarial seal this day of, 2016.	
	NOTARY PUBLIC	

EXHIBIT A (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;

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;

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 OUARTER 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 OUARTER 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.

Address: I-55 and Lorenzo Road, wilming ton, IL LOUSI

PINs: 17-16-100-005 17-16-200-004 17-16-200-012 17-16-200-014 17-16-300-008 17-16-400-008 17-16-400-009 17-17-200-013 17-17-400-004 17-17-400-009 17-17-400-011 17-21-100-018 17-21-100-036 17-21-200-005 17-21-200-013 17-21-300-007 17-21-300-016

> 17-21-300-024 17-21-300-025 17-21-300-026 17-21-300-027 17-21-400-001

17-28-100-005 17-28-100-006 17-28-100-007 17-28-200-001 17-28-200-002

ALSO

THE NORTH 10 ACRES OF THE SOUTH 30 ACRES OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

Address: I-55 and Lorenzo Road wilmington. In 60481

PIN: 17-16-300-007

ALSO

THE NORTH 40 RODS (660 FEET) OF THE EAST 40 RODS (660 FEET) OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART TAKEN FOR PUBLIC ROAD PURPOSES PER DOCUMENT NO. R2005-192642, DESCRIBED AS FOLLOWS: THAT PART OF SAID NORTHEAST 1/4 BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHEAST 1/4; THENCE SOUTH 01 DEGREE 08 MINUTES 36 SECONDS EAST 109.47 FEET ALONG THE EAST LINE OF SAID NORTHEAST 1/4; THENCE SOUTH 88 DEGREES 51 MINUTES 24 SECONDS WEST 33.00 FEET; THENCE NORTH 46 DEGREES 08 MINUTES 34 SECONDS WEST 70.71 FEET TO A POINT 60.00 FEET SOUTH AS MEASURED PERPENDICULAR WITH THE NORTH LINE OF SAID NORTHWEST 1/4; THENCE SOUTH 89 DEGREES 13 MINUTES 30 SECONDS WEST 576.94 FEET ALONG A LINE 60.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST 1/4 TO A POINT ON THE WEST LINE OF SAID EAST 40 RODS (660 FEET) OF SAID NORTHEAST 1/4; THENCE NORTH 01 DEGREE 08 MINUTES 36 SECONDS WEST 60.00 FEET ALONG SAID WEST LINE OF THE EAST 40 RODS (660 FEET) TO ITS INTERSECTION WITH SAID NORTH LINE OF THE NORTHEAST 1/4; THENCE NORTH 89 DEGREES 13 MINUTES 30 SECONDS EAST 660.00 FEET ALONG SAID NORTH LINE OF THE NORTHEAST 1/4 TO THE POINT OF BEGINNING; AND ALSO EXCEPT THAT PART TAKEN FOR PUBLIC ROAD PURPOSES PER DOCUMENT NO. R2006-128098 DESCRIBED AS BEING THE EAST 33 FEET OF THE NORTH 40 RODS (660 FEET) OF THE EAST 40 RODS (660 FEET) OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 17. IN WILL COUNTY, ILLINOIS.

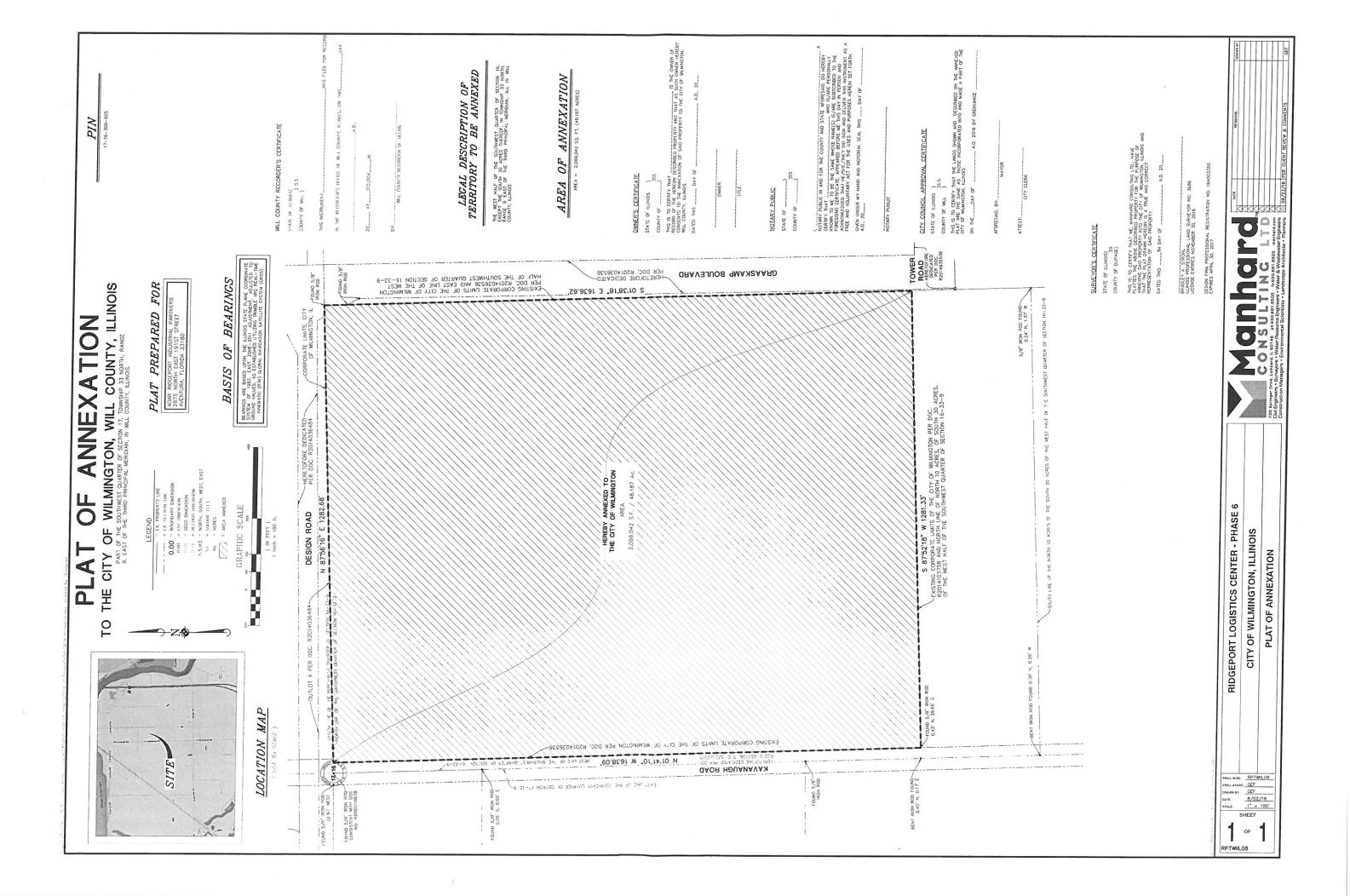
TOGETHER WITH THE RIGHT-OF-WAY OF LORENZO ROAD ADJOINING TO AND CONTIGUOUS WITH THE ABOVE-DESCRIBED PROPERTY.

EXHIBIT B

THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 16, EXCEPT THE SOUTH 30 ACRES THEREOF, IN TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS.

ADDRESS: 29929 S. KAVANAUGH RD., WILMINGTON, ILLINOIS 60481

PIN NO.: 03-17-16-300-005-0000







STAFF AND CONSULTANT REPORT

DATE: October 14, 2016

TO: City of Wilmington – Planning and Zoning Commission

FROM: Carrie Hansen – SDA (City Planning Consultant)

SUBJECT: Staff Review of Ridgeport Logistics Center – Building Charlie

Applicant

Adar Ridgeport Partners, LLC

Requested Action

The applicant is requesting annexation and rezoning to I5 Planned Industrial Development with Final Plat/Plan and Site Plan approval to allow for the construction of an 810,000 square foot office/warehouse building with associated parking, truck docks, rail access, and site detention.

Location, Existing Zoning and Land Use

The subject property consists of 50.4 acres located on the south side of Design Road, east of the current Kavanaugh Road right-of-way, west of Graaskamp Blvd., is presently zoned Agricultural in unincorporated Will County, and vacant.

Surrounding Zoning and Land Uses

North: I5 Planned Industrial Development in the City of Wilmington for existing

office/warehouse facilities

East: If Planned Industrial Development in the City of Wilmington for existing

office/warehouse facilities

South: Agricultural, Unincorporated Will County

West: I5 Planned Industrial Development in the City of Wilmington and vacant, planned

for future office/warehouse facility Building J

Relationship to City Comprehensive Plan

The City's Comprehensive Plan calls for "Industrial/Manufacturing" use; the request is in compliance.

Donation Requirements

None

Planning Consultant Comments

- 1. **Annexation and Rezoning:** The proposed annexation is a logical and contiguous expansion of the City's boundaries, and requested I5 rezoning and intended use of a warehousing/distribution facility is in compliance with the City's Comprehensive Plan.
- 2. **Bulk Regulations:** The site plan for the proposed 810,000 square foot building conforms to the bulk regulations outlined in the Ridgeport Annexation Agreement, which when amended to include this property will apply to its development. The development of the 210,000 square foot "expansion" area is contingent upon the acquisition of additional property not presently owned by the applicant in order to provide the necessary parking, and as such cannot be fully evaluated until owned by the applicant. Without the additional property, some building expansion could still be accommodated on the site, but it would be less than the 210,000 square feet shown.
- 3. **Parking:** The parking provided for the 810,000 includes 98 car (employee) stalls and 191 truck parking stalls. The City's code calls for 1 space for every employee per maximum shift plus one (1) space for every vehicle customarily used on the operation of the use or stored on the premises. As the building tenant is as of yet undetermined, it is difficult to ascertain if the parking provided is sufficient. Additional information about the ultimate operation of the facility should be provided to confirm that the parking shown is adequate. The future parking noted in the Site Data references five (5) additional handicapped spaces, but none are shown. Additional clarification is necessary to determine if the proposed drive aisle setback of 26 feet from Design Road meets the required 35 foot parking setback; the parking lot and spaces clearly exceed the 35 feet, but the drive aisle does not.
- 4. Access/Circulation: The presented plan indicates a total of five (5) access points from public streets to the site, three (3) with the initial building phase, and two (2) additional accesses along Graaskamp Blvd. with the expansion phase. A better understanding of the need for this number of accesses, and how the vehicular circulation of the site will operate is necessary. Without further justification, a consolidation of access points along Graaskamp Blvd. is suggested in order to provide better traffic operations with less disruption along the roadway. The proximity of the eastern access from Design Road to the Graaskamp Blvd. intersection also presents potential operational issues with the possibility of immediate left turns into the site backing traffic up to the east.

- 5. **Kavanaugh Road:** Per the terms of the Annexation Agreement (and the amendment which will include this property), existing Kavanaugh Road will be vacated. No access points are presently shown from Kavanaugh, but what are the applicant's intentions for the use of this right-of-way, both now and subsequent to vacation?
- 6. **Architecture:** The proposed 810,000 square foot building has a north/south façade length of 1,350 feet along Graaskamp Blvd., the project's main access drive. Given this dimension, it will be important to include sufficient architectural detailing to break up the monotony of this expanse of façade. A landscape plan for the site has been submitted and is being separately reviewed, and includes what appears to be a sufficient mix of berming and landscape material along the detention areas to assist with the softening of the building and parking areas.
- 7. **Detention Areas:** Recent discussions relative to the master planning of the Ridgeport project have included the recommendation that rather than continuing to provide individual lot-by-lot detention basins, that a more regional approach to consolidate these facilities would be implemented to ensure better efficiency and responsible land planning. The current proposal for Building Charlie again includes the use of three segmented basins, separated by access drives. The previously recommended consolidation of Graaskamp Blvd. access points may provide an opportunity to revisit the approach to stormwater detention on the site.
- 8. **Rail Spur:** The west side of the building along Kavanaugh Road is intended for rail service, with approximately 1,300 lineal feet of spur line entering from the southwest corner of the site. Additional information is necessary to understand how the applicant will address site safety and circulation issues resulting from the potential conflict of atgrade crossings of rail cars and both trucks and automobiles navigating the site.

Engineering Consultant Comments

- 1. The following items need to be provided:
 - a) Proposed ADT counts
 - b) Storm Sewer and Detention sizing calculations
 - c) Population Equivalent (PE) and Average Daily Traffic (ADT) Summaries for the proposed user
 - d) Engineer's Opinion of Probable Construction Costs (EOPCC)
 - e) Sign Details
 - f) Photometric Plans
 - g) Auto-Turn Analysis
- 2. Confirmation that entrance will be off of Graaskamp Blvd as there is not sufficient truck storage at the Design Road entrances. City will require exclusive right turn lane(s) at Graaskamp entrance(s) should the proposed user generate high traffic volumes. Eastern entrance off of Design Road shall be removed.
- 3. Wetland mitigation will need to be addressed.
- 4. Employee entrance(s) shall be better defined since it is a shared entrance with the trucks.
- 5. Improvements required for drainage ditch along the east side of Kavanaugh Road.

Ridgeport – Building Charlie October 14, 2016 Page 4 of 4

- 6. Plans for vacation or reconstruction of Kavanaugh Road adjacent to this site shall be provided.
- 7. Storage in left turn lane for eastbound traffic on Design Road will need to be extended.
- 8. Hydrants in parking lots shall be located inside raised islands. Cross hatched pavement is no longer acceptable.

Recommendation

It is recommended that the Planning and Zoning Commission recommend approval of the annexation, rezoning to I5 Planned Industrial Development, and Final Plat/Plan and Site Plan to the City Council with the condition that Staff's review comments noted above are satisfactorily addressed.



Project: Ridgeport Logistics Center – Project Charlie LOCATION MAP



City of Wilmington Planning and Zoning Commission Meetings 2017

The City of Wilmington City Council has set the first Thursday of each month, unless otherwise noted for the 2017 Planning and Zoning Commission meeting dates. All meetings begin at 5:00 p.m. and are held in the Council Chambers of City Hall, 1165 South Water Street, Wilmington, Illinois:



These times and dates are subject to change. If any changes are made, the new date and time will be posted. The public is invited to attend any and all meetings.