

12/11/2017

**The Village of Elwood, Illinois, Annexation Agreement for
Compass Business Park**

**By and Among
The Village of Elwood, Illinois
and
East Gate - Logistics Park Chicago, LLC**

Dated as of XXXXX XX, 2018

TABLE OF CONTENTS

	Page
Section 1.	Incorporation of Recitals and Exhibits 3
Section 2.	Applicable Law 3
Section 3.	Enactment of Annexation Agreement Ordinance 3
Section 4.	Enactment of Annexation, Zoning and Other Ordinances 3
Section 5.	Codes and Ordinances 4
Section 6.	Roads, Streets and Right-of-Way Improvements 5
Section 7.	Vehicular Access and Routing 7
Section 8.	Development in Phases, Concept Plan, Development and Sites Plans. Building Permits, Subdivision and Easements for Public Utilities, and Certificates of Occupancy 8
Section 9.	Plan of Finance, Enterprise Zone Expansion and Community Benefits 11
Section 10.	Foreign Trade Zone; Intermodal Connector Designation 15
Section 11.	Soil Substitution 16
Section 12.	Survival of Zoning Provisions 16
Section 13.	Compliance with Applicable Ordinances. 16
Section 14.	Storm Water Retention/Detention Facilities; Maintenance by Association 16
Section 15.	Public Infrastructure Construction, Dedication and Capacity 17
Section 16.	Wetlands Mitigation 19
Section 17.	Stockpiles 19
Section 18.	Certain Warranties and Representations 19
Section 19.	Financial Assurance 20
Section 20.	Annexation Fees and Other Exactions 20
Section 21.	Prohibition on Utilizing General Obligation Debt 20
Section 22.	Conveyance, Dedication and Donation of Real Estate 20
Section 23.	Continuation of Current Uses; Interim Uses 21
Section 24.	Access to Road Network from Additional Property. 22
Section 25.	Enforceability of the Agreement; Violations; Remedies. 22
Section 26.	Reimbursement of Village Professional Fees and Other Expenses 23
Section 27.	No Waiver or Relinquishment of Right to Enforce Agreement 23
Section 28.	Term of this Agreement 24
Section 29.	Covenants Running with the Land 24
Section 30.	Severability 24
Section 31.	Title Evidence - Disclosure of Parties in Interest 24
Section 32.	Notices. 24
Section 33.	Entire Agreement 25
Section 34.	Time of the Essence; Good Faith 26
Section 35.	Recording 26
Section 36.	Village Approval or Direction 26
Section 37.	Written Assurance 26
Section 38.	Sidewalks and Bike Paths 26
Section 39.	Satisfaction of Obligation(s) 26
Section 40.	Singular and Plural 27
Section 41.	Section Headings and Subheadings 27
Section 42.	Construction of Agreement 27

Section 43.	Conflict with Text and Exhibits	27
Section 44.	Execution in Counterparts.....	27
Section 45.	Execution of Agreement; Effective Date	27
Section 46.	Prevailing Wages	27
Section 47.	Corporate Capacities.....	27
Section 48.	Amendments and Modifications	27
Section 49.	Stop Orders	28
Section 50.	IDOT Permits.....	28
Section 51.	Force Majeure	28

EXHIBITS

Exhibit A	Property
Exhibit B	Elwood Property
Exhibit C	Owners of Record
Exhibit D	Park Legal Description
Exhibit E	Plat of Annexation
Exhibit F	Annexation Ordinance
Exhibit G	PUD Ordinance
Exhibit H	Village Zoning Code (as of date hereof)
Exhibit I	Road Cross Sections
Exhibit J	Infrastructure Phasing Plan
Exhibit K	New Road Layout and Mississippi and 53 Intersection Improvements
Exhibit L	Bride Renderings
Exhibit M	Bridge Plans and Specifications
Exhibit N	Truck Access Control Improvements
Exhibit O	Temporary Traffic Routing
Exhibit P	Traffic Study
Exhibit Q	Development Guidelines
Exhibit R	Concept Plan
Exhibit S	Table of Standards
Exhibit T	Building 1 Permit Property
Exhibit U	Bonds
Exhibit V	Shared Success Structure
Exhibit W	Public Infrastructure Improvement Costs
Exhibit X	Manufacturing Set Aside
Exhibit Y	Bike and Pedestrian Paths
Exhibit Z	Permit Agreement

VILLAGE OF ELWOOD, ILLINOIS
ANNEXATION AGREEMENT

COMPASS BUSINESS PARK

THIS ANNEXATION AGREEMENT (this “**Agreement**”) is made and entered into this ___ day of _____, 2018, by and among the **VILLAGE OF ELWOOD**, an Illinois municipal corporation, Will County, Illinois (the “**Village**”), by and through the President and Village Board of the Village (collectively, the “**Corporate Authorities**”) and **EAST GATE – LOGISTICS PARK CHICAGO, LLC**, a Delaware limited liability company (“**East Gate**”).

WHEREAS, East Gate is the owner or contract purchaser of the real property legally described in Exhibit A, comprising approximately 675 acres, which property is also contiguous to the Village and not within the corporate limits of any municipality (the “**Property**”); and

WHEREAS, East Gate is the owner, affiliate of the owner or contract purchaser of the real property legally described in Exhibit B, which is within the corporate limits of the Village (the “**Elwood Property**”); and

WHEREAS, the owners of record of the Property and Elwood Property (the “**Owners of Record**”) along with the respective real property are set forth in Exhibit C; and

WHEREAS, East Gate intends to develop a multi-phased industrial, light manufacturing, and warehousing and distribution center park on the Property and a portion of the Elwood Property (collectively, the “**Park**”) legally described and depicted in Exhibit D; and

WHEREAS, by means of this Agreement East Gate and the Village intend: (a) to set forth the terms and conditions on which the Property will be annexed to the Village and (b) as a result, set forth the terms and conditions in which the Park will be developed in the Village; and

WHEREAS, the Village is a home rule municipal corporation organized and existing under the laws of the State of Illinois exercising the powers granted to it by Article VII, Section 6 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 the Property shall be annexed and zoned so as to permit the development of the Park, which is anticipated to include industrial, commercial, light manufacturing, transportation facilities, and other business and public uses as hereinafter set forth; and

WHEREAS, there has been filed with the Village Clerk of the Village petition(s) for annexation signed by all owners of record of the Property and all electors that currently reside within Property; and

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

WHEREAS, the Village has agreed to annex the Property, to zone the Property and a portion of the Elwood Property to I-2/Light Industrial, and to grant a special use permit to allow a Planned Unit Development, hereinafter described, to facilitate development of the Property and a portion of the Elwood Property by East Gate; and

WHEREAS, the Planning and Zoning Commission of the Village, being the commission duly designated by the Corporate Authorities for such purpose has, on XXXX XX, 2017, held public hearings on the petition(s) for the zoning and special use permit for Planned Unit Development necessary to accommodate development of the Property; and

WHEREAS, due notice of said public hearings with respect to the proposed zoning, and special use to allow a Planned Unit Development for the Property 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 Village has heretofore made its report and recommendations, including its findings of fact, to the Corporate Authorities of the Village recommending approval of the annexation of the Property, I-2 zoning district classification for the Property, and granting of a special use to allow a Planned Unit Development for the Property; and

WHEREAS, the Corporate Authorities of the Village have duly considered the report and recommendations of the Planning and Zoning Commission as heretofore stated; and

WHEREAS, the Corporate Authorities of the Village have, on XXXXX XX, 2018 held a public hearing on this Agreement and due notice of said public hearing was given and published in the manner required by law and said public hearings were held in all respects in a manner conforming to law; and

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

WHEREAS, notices of the proposed annexation have been duly and timely given to the Jackson Township Supervisor, Jackson Township Board of Trustees and the Jackson Township Commissioner of Highways in the manner required by law; and

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

WHEREAS, in reliance upon the execution of this Agreement by East Gate and the performance by East Gate of the undertakings hereinafter set forth to be performed, the Village is

willing to undertake the obligations as hereinafter set forth and has or will materially change its position in reliance upon this Agreement and East Gate's obligations under this Agreement; and

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

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

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, including all exhibits attached thereto, 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.

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 authority the Village exercises pursuant to the Constitution and laws of the State of Illinois, including but not limited to, Article VII Section 6 of the Illinois Constitution (Home Rule Authority), Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 22011 *et seq.*). All terms and conditions of this Agreement, and all acts of the Village pursuant to this Agreement are entered into and performed pursuant to all applicable laws and statutes.

DEVELOPMENT PROVISIONS

Section 3. Enactment of Annexation Agreement Ordinance

The Village prior to its execution and delivery to East Gate of this Agreement, has adopted an ordinance authorizing the Village's execution and delivery of this Agreement.

Section 4. Enactment of Annexation, Zoning and Other Ordinances

Simultaneously with the Village's enactment of an ordinance approving the execution of this Agreement, the Village will:

(A) Enact an ordinance annexing the Property into the Village (the "**Annexation Ordinance**") in the form of Exhibit F. The Annexation Ordinance shall provide that it will be effective upon both (i) satisfaction of the Contribution Prerequisites (as defined herein) and (ii) the conveyance of any portion of the Property to East Gate; provided, in the event that notice from East Gate to the Village confirming satisfaction of the Contribution Prerequisites and such conveyance does not occur within two (2) years following the adoption of the Annexation Ordinance, and the ordinance approving this Agreement, then such Annexation Ordinance shall be void.

(B) Enact an ordinance to rezone the Park I-2/Light Industrial, and to grant a special use permit to allow a Planned Unit Development, which includes the following additional permitted use: a facility used primarily or exclusively for cargo container storage (a “**Container Storage Facility**”) up to three containers high; provided, the total amount of Property utilized for a Container Storage Facility shall not exceed 33 acres but shall not be less than 20 acres, the Container Storage Facility shall not be located on the Elwood Property, the Container Storage Facility shall be located on one parcel, the Container Storage Facility shall not be located contiguous to a Primary Road, all unless otherwise agreed to by the Village, and the Container Storage Facility shall be subject to an annual payment to the Village in addition to property taxes in the amount of \$0.35 per square foot of gross land area (or the equivalent of \$15,246 per acre) less the amount of property taxes actually paid, for the duration of time the land is used for a Container Storage Facility. The ordinance rezoning the property and granting the special use permit to allow a Planned Unit Development shall be in the form attached hereto as Exhibit G (the “**PUD Ordinance**”), and shall specifically state that any use now or hereafter allowed as a permitted use under the I-2/Light Industrial District Zoning District Regulations shall be permitted on the Property without necessity of further hearings or zoning relief. The PUD Ordinance shall provide that it will be effective upon the same terms as the Annexation Ordinance. The I-2 permitted uses and allowable special uses as of the date of this Agreement are incorporated herein as set forth in the Village’s zoning ordinance attached hereto as Exhibit H.

The Annexation Ordinance for the Property shall be filed with the Clerk of Will County and recorded at East Gate’s expense with the Will County Recorder’s Office along with a Plat of Annexation prepared by East Gate in compliance with State law. Such filing and recordation shall take place no more than thirty (30) days after the effective date of the Annexation Ordinance. The Village shall send all notices required by law to be sent in connection with the enactment of the Annexation Ordinance, and shall furnish copies thereof to East Gate.

Section 5. Codes and Ordinances

(A) Except as otherwise provided in this Agreement or the PUD Ordinance, all ordinances of the Village as from time-to-time adopted, amended or supplemented shall be applicable to the Park and all buildings, structures, operations and activities thereon, with the exception that the uses presently allowed in the I-2 /Light Industrial District zoning classification and the PUD Ordinance cannot be reduced or made more restrictive in their application to the Park, including, without limitation, changing any use from a permitted use to a special use or adding additional qualifications or conditions to any current permitted or special use.

(B) Subject to and in accordance with the terms and conditions of this Agreement, any improvements to the Park and improvements to be dedicated to the Village must be (i) designed and constructed in compliance with all applicable Village ordinances, the PUD Ordinance and this Agreement, and (ii) be reviewed and approved in writing by the Village staff prior to construction of said improvements in accordance with this Agreement and the PUD Ordinance; provided that Plats of Subdivision must be reviewed by the Plan Commission and approved by the Village Board in accordance with the Village Ordinances and this Agreement.

(C) Notwithstanding anything herein to the contrary, to the extent of any conflict, ambiguity or inconsistency between the terms, provisions, or standards contained in this

Agreement and the PUD Ordinances and the terms, provisions or standards presently existing in the Village ordinances, or hereafter adopted by the Village, the terms, provisions and standards of this Agreement and PUD Ordinance shall govern and control.

Section 6. Roads, Streets and Right-of-Way Improvements

It is acknowledged by the Village and East Gate that the Park is of significant size, that there are disconnected parts, that portions of the Park may be served by roads controlled by other governmental agencies, including, but not limited to, IDOT, Will County and Jackson Township, that in some cases it may be necessary to obtain rights-of-way, easements, or approvals from other governmental agencies, that in some cases it may be necessary for East Gate to perform offsite road improvements as required by other governmental agencies, that in some cases it may be necessary to obtain rights-of-way or easements from private owners, that it is not practical to resolutely determine the final, complete road network throughout the Park now, and that the exact location of the road network may vary depending upon final engineering, geometry and right-of-way locations; provided, however that the road network shall be generally situated as set forth in the Concept Plan (as defined herein) and depicted on Exhibit R. In consideration of these circumstances, the Village and East Gate hereby agree that each will cooperate to the fullest extent possible (including consideration of jurisdictional transfers), and will consider infrastructure alternatives that are available to accomplish the goal of providing safe and appropriate access and utility services to the buildings in the Park.

(A) Road Improvement Standards and Dedication. Road improvements for the Park, and in some situations leading to or connecting portions of the Park, are to be constructed by East Gate according to the cross-sections contained in Exhibit I, which cross-sections depict the width of right-of-way and adjacent roadside easements to be dedicated/granted to the Village. “Primary Roads” shall conform with the Concept Plan and the cross sections set forth in Exhibit I-1, including the New Road (as defined herein) cross section set forth in Exhibit I-2. “Secondary Roads” shall mean all existing or new roads in the Park which are not Primary or Tertiary, the cross section of which is set forth in Exhibit I-3. “Tertiary Roads” shall mean all roads which are intended to permanently end in a cul-de-sac, the cross-section of which is set forth in Exhibit I-4. All roads will be constructed with a cross-section of material that achieves an equivalent structural value to that of the Village’s standard for “Collector or Industrial” roadways, as otherwise set forth in Exhibit I. All Primary, Secondary, and Tertiary roads in the Village will be generally sited as depicted in the Concept Plan and dedicated to the Village (collectively, “**Roads**”).

(B) Road Materials and Specifications. Pavement materials and specifications for Roads shall otherwise be in accordance with Village Ordinance No. 808 passed and approved by the Village on April 19, 2006 (the “**Village Subdivision Ordinance**”). If any portion of an existing road will be utilized as part of the Park road network, such existing road must also meet these specifications and shall, if necessary, be reconstructed. The Village Engineer shall determine what work must be done to meet the standards. East Gate shall provide core samples and other testing as is reasonably necessary to assist the Village Engineer in this determination. Either bituminous concrete or portland cement concrete may be utilized for Roads at the discretion of the Village Engineer. The Village and East Gate agree that the Road paving details set forth in Exhibit I are hereby approved by the Village and East Gate.

(C) Road Acceptance, Warranty, Plowing, and Miscellaneous. Upon request, but not sooner than the installation of the final wearing or surface lift, the Village shall accept the dedication of Roads upon the completion of said improvements as provided in this Section and applicable Village ordinances. The installation of the final wearing surface or lift (in the case of asphalt surfaces) may be deferred for a period of up to twelve (12) months, at East Gate's reasonable discretion, after installation of the base and binder course. East Gate shall warrant the quality of the construction of Roads in conformance with the Village Subdivision Ordinance, and shall provide a bond, cash deposit, or letter of credit as security for both the performance and maintenance of the Roads in the amounts set forth in the Village Subdivision Ordinance. If a cash deposit is provided it will be via a mutually agreeable joint order escrow with a mutually agreeable title company. Once the binder course is complete, and if there is an occupied building(s) on any Road(s) that have not yet been accepted by the Village, the Village agrees to plow snow as if the Road(s) were fully accepted provided East Gate shall be responsible for all damage incurred by the Village or on the Roads prior to the final wearing surface or lift installation. East Gate will be responsible to install "no parking" signs on all Roads within the Park, and the Village will be responsible for enforcement. The Village agrees to enact all necessary ordinances to provide for no parking on any dedicated Roads in the Park. During construction, East Gate shall use reasonable efforts to keep all Roads located within the Park, as well as adjoining public streets clear from dust, mud and debris generated by construction or other activity in the Park, and shall further be responsible for all damage to Roads or other public improvements caused by East Gate's construction activity within the Park, or by the construction activity of third parties who purchase a site or sites from East Gate.

(D) Infrastructure Phasing Plan. The "**Infrastructure Phasing Plan**" set forth in Exhibit J, attached hereto and incorporated herein, describes East Gate's plans for development of the Park infrastructure, but is subject to modification by mutual agreement of East Gate and the Village staff, not to be unreasonably withheld, conditioned or delayed. The Village shall deny occupancy of any building in the Park until substantial completion of the Phase 1 Infrastructure as described in the Infrastructure Phasing Plan. Substantial Completion of the Phase 1 infrastructure shall mean the point at which the infrastructure in Phase 1 is sufficiently complete to safely accommodate vehicular traffic. [Add Infrastructure Phasing Plan to this portion of the Agreement]

(E) Cul-de-sacs Lengths. Cul-de-sacs constructed on the Property will be allowed to be up to 5,280 feet in length, provided that such cul-de-sac is temporary in nature. Permanent cul-de-sacs may be up to 2,640 feet in length. If any cul-de-sac, temporary or permanent, exceeds 1,320 feet in length, then East Gate shall grant the Village an easement or easements over and across adjacent paved surfaces such as parking lots, drive aisles, truck and/or trailer courts, among others, for alternative emergency access. This alternative emergency access may be fenced and gated as long as a Knox-box is provided in a mutually agreeable location.

(F) New Road from Bridge to the Mississippi Connection. The Village acknowledges that, subject to approved plans and specifications, East Gate shall construct a new road on the Elwood Property which resembles the road depicted on Exhibit K-1, and connects the bridge to existing Mississippi Road near the northeast corner of the Elwood Property (the "**New Road**") as well as certain specified improvements to Mississippi Road, and the intersection of Mississippi Road and Route 53 depicted on Exhibit K-2 (the "**Mississippi and 53 Improvements**"). The New Road will include a connection across the Northern Illinois Gas easement to Theodore Hyatt Drive,

and the realignment of Mississippi to intersect the New Road at approximately a 90-degree angle. The Mississippi and 53 Improvements will include additional lanes, a center boulevard, a truck turn around with guard house, and a truck barrier. East Gate will use best efforts to secure IDOT approval for the installation of traffic signals at the intersection of Mississippi Road and Route 53. If approved, East Gate will pay for and install such traffic signal. The parties acknowledge and agree that all improvements at the intersection of Mississippi Road and Route 53 are subject to approval by IDOT. Construction of the New Road may also include a similar realignment of Coldwater Road.

(G) Existing Township Roads. The existing Township Roads and Truck Access Control Improvements shall be constructed and/or improved by East Gate consistent with the Traffic Study (as defined herein), the Concept Plan and the cross-sections set forth in Exhibit F-5, provided that the necessity of such improvements shall be subject to review and approval of the appropriate township authority. The parties agree to work cooperatively with such township authority to identify the appropriate location and extent of the township road and Truck Access Control Improvements.

Section 7. Vehicular Access and Routing

(A) Bridge. The Village and East Gate will, at East Gate's cost and expense, work in cooperation to seek approval from the Illinois Department of Transportation ("IDOT"), the Union Pacific Railroad, and any other necessary entities (collectively, the "**Applicable Entities**") to construct the Bridge in accordance with this Agreement, and in general conformance with the Bridge renderings set forth in Exhibit L (the "**Bridge Renderings**") and the preliminary Bridge plans and specifications set forth in Exhibit M (the "**Bridge Plans and Specifications**"). The Bridge Renderings and the Bridge Plans and Specifications shall be modified as required by the Applicable Entities, and shall be subject to the written approval of the Village Engineer.

(B) Truck Network. The Village and East Gate shall work cooperatively to maintain a restricted access truck route for purposes of truck ingress and egress to the Park (the "**Truck Network**"), which the Village agrees shall be deemed a truck route for purposes of all applicable Village ordinances, including but not limited to Village Ordinance Nos. 938, 1004 and 1070 ("**Village Overweight Ordinances**"). East Gate hereby agrees that the method of ingress and egress to or from the Park by semi-truck shall occur exclusively via the Bridge and the Truck Network, and the Village agrees to not prevent truck access to the Truck Network or Bridge from properties located in the Park without East Gate's prior written approval, which covenant shall survive the expiration or termination of this Agreement. East Gate shall install and dedicate to the Village all necessary truck barriers, truck turn-arounds, cul-de-sacs and similar improvements, in general conformance with the renderings set forth in Exhibit N ("**Truck Access Control Improvements**"), to prevent semi-truck access to the Park other than via the Bridge, provided, however, if a third-party intends to connect adjoining property to the Truck Network for purposes of allowing semi-truck access to such property via the Truck Network, then such third-party shall be required to install all necessary Truck Access Control Improvements to maintain the propriety of the Truck Network. Such third-party may elect to move existing Truck Access Control Improvements or construct new ones. If new Truck Access Control Improvements are constructed by a third-party such third party shall remove any unnecessary existing controls. The height of any truck barriers and the location and layout of any Truck Access Control Improvements shall be

subject to the prior written approval of the Village. The Truck Access Control Improvements shall be constructed/installed in phases as the Park is developed so as to, at all times, maintain the integrity of the Truck Network. Notwithstanding anything herein to the contrary, if, in the sole opinion of the Village an event renders, or is reasonably expected to render the Bridge incapable of accommodating any regular vehicular use for a period in excess of twenty-four (24) hours (or some other mutually agreeable time frame determined by the Village), the Village shall temporarily authorize truck traffic routing via a mutually acceptable alternative route in general conformance with Exhibit N. In addition, if, in the sole opinion of the Village an event renders, or is reasonable expected to render the Truck Route incapable of vehicular movement for a period in excess of twenty-four (24) hours (or some mutually agreeable time frame determined by the Village), then the Village and East Gate shall determine alternative access to the Truck Network by mutual agreement.

(C) Construction Traffic and Truck Access and Routing During Construction of Bridge. Access to the Property for any construction-related semi-tractor trailer, other than Village, County, State, Township, or utility company vehicles, or other vehicle exempt from the Village Overweight Ordinances, will be in accordance with the Truck Network. The Village acknowledges that access to Route 53 from Ira Morgan Road may be limited or prohibited during the construction of the Bridge, and as such, the Village agrees to authorize vehicular access in accordance with the proposed route set forth in Exhibit O until substantial completion of the Phase 1 Infrastructure Improvements. In order to preserve and protect access for funeral services to and from Abraham Lincoln National Cemetery, the parties will work cooperatively to ensure that construction of the Bridge will not result in the closure of Route 53 during funeral procession hours.

(D) Additional Road Improvements. East Gate has commissioned a Traffic Study prepared by Kimley Horn dated the ____ day of _____, 2017, a true and correct copy of which is incorporated herein by reference as Exhibit P (the “**Traffic Study**”). In addition to all other road improvements required by this Agreement, East Gate shall complete the improvements mandated by the Traffic Study at times recommended by such Traffic Study.

Section 8. Development in Phases, Concept Plan, Development and Sites Plans, Building Permits, Subdivision and Easements for Public Utilities, and Certificates of Occupancy

(A) Development in Phases. The parties recognize and agree that the nature and scale of the Park preclude a commitment by East Gate to develop the Park on any fixed and determined schedule. Accordingly, the Park may develop over an extended period, and any limitations under the Village’s municipal code (including without limitation the Village’s zoning and subdivision ordinances) which require either the initiation or the completion of construction of buildings within a certain time frame, or, the initiation or completion of construction of buildings as a condition to the continued effectiveness of other Village approvals shall not be applicable. In furtherance thereof, this Agreement, the PUD Ordinance, and the applicable Village Ordinances shall control the development of the Park during the term of this Agreement.

(B) Development of Park and Site Plans.

(1) Development, Generally. This Agreement, the PUD Ordinance and, subject to Section 5(C) hereof, the applicable Village ordinances shall control the development of the Park during the term of this Agreement. All buildings and structures constructed in the Park shall comply with the “**Development Guidelines**” attached hereto as Exhibit Q, this Agreement, and all other exhibits to this Agreement and the PUD Ordinance, as applicable.

(2) Concept Plan. The potential size and locations of buildings to be constructed in the Park are not able to be ascertained at this time. Therefore, to facilitate a degree of flexibility while still adhering to sound planning practices, the Village hereby approves the Concept Plan for the Park as set forth in Exhibit R (the “**Concept Plan**”). At such times as East Gate intends to develop a Phase or portion of a Phase of the Park, it shall inform the Village Administrator as to the concept plan for that particular Phase or portion of such Phase (the “**Partial Concept Plan**”). Provided such Partial Concept Plan generally conforms to the Concept Plan, as determined by the Village Administrator, such Partial Concept plan shall be deemed approved. Thereafter, East Gate shall submit preliminary and final plats of subdivision which conform with the applicable Partial Concept Plan.

(3) Site Plan Approval. The Parties hereby acknowledge and agree that review and approval of all site plans for any building and related improvements to be constructed in the Park shall be performed by Village staff with final approval from the Village Administrator or her designee. No additional submittals to the Village planning and zoning commission and Village Board are required for final site plan approval. East Gate shall be required to submit the following information for final site plan approval by Village staff:

(i) A final site plan application and associated fee;

(ii) A dimensioned site plan showing the proposed building, parking, access points, truck docks, street access, building entrances, floor area, lot area, impervious coverage area, potential office area(s) (to the extent applicable), monument sign locations, and locations of setbacks in accordance with the “**Table of Standards**” set forth in Exhibit S, including areas where berming and screening are required;

(iii) A plan showing where the proposed building is located on the lot, or proposed lot if not yet subdivided; and

(iv) A dimensioned elevation plan demonstrating compliance with the Development Guidelines (collectively, (i) thru (iv) are herein referred to as the “**Final Site Plan Approval Set**”)

Detailed plans for landscaping, lighting, signage and engineering will be submitted after final site plan approval is received and will be reviewed and approved by Village staff (the “**Additional Approval Set**”).

(4) Site and Building Permits. The Village acknowledges that East Gate may apply for and obtain building and subdivision development permits in phases for (1) grading, (2) utility installation, (3) building footings and foundations, (4) building shell, and (5) interior improvements or build-out; provided, the Village staff has, to the extent

applicable: (i) reviewed and approved engineering essential for the work in question pursuant to applicable Village ordinances and this Agreement; (ii) reviewed and approved or received all other submittals necessary for the type of permit being issued pursuant to applicable Village ordinances and this Agreement (e.g., in the case of grading, the Village shall grant permits for grading following the Village's approval [or receipt of approval from the applicable authority with jurisdiction, such as the IEPA] of the soil erosion plan); and (iii) there is reasonably adequate access (i.e., with a compacted gravel surface) to the site for emergency vehicles. In certain circumstances it may be necessary for East Gate to commence some portions of construction prior to completion of Final Site Plan approval and/or Village subdivision approval. In contemplation of such circumstances,

(i) Grading permits for building and other subdivision improvements may be submitted contemporaneously with East Gate's submission of a Final Site Plan Approval set but shall not require subdivision prior to issuance;

(ii) Footing and foundation permits may be issued prior to subdivision approval provided that the Village Administrator has approved the Final Site Plan; and

(iii) Utility installation permits may be issued after approval of the Final Site Plan and prior to approval of subdivision in circumstances where the private, on-site utilities to-be installed serve only that building at the time such utility installation permit is issued, the Village is granted an easement for the utility installation. All other utility installation permits shall require an approved Final Site Plan and approved subdivision of the subject property.

No other building construction may proceed prior to subdivision approval

(5) The Village shall issue all such permits for which East Gate applies within thirty (30) days following the Village's receipt of a completed application in compliance with applicable Village ordinances and this Agreement. East Gate acknowledges the work shall proceed at East Gate's own risk and that subsequent phase permits may require amendment of work performed under previous phase permits. In all cases appropriate financial assurances as required by Village ordinance or this Agreement shall be received by the Village prior to commencement.

(C) Subdivision and Easements for Public Utilities.

(1) East Gate shall apply for such subdivision approvals as required by Village ordinance, or as it deems necessary and appropriate for the orderly development of the Park. When subdivision approval is requested by East Gate, the Planning and Zoning Commission shall complete its review and act upon all preliminary and final plats of subdivision within sixty (60) days after submittal of a complete set of documents in compliance with this Agreement and all applicable ordinances and laws. The Village shall convene a special meeting, at East Gate's cost, if necessary and requested by East Gate. The Village acknowledges and agrees that East Gate may pursue simultaneous preliminary and final subdivision approval. Preliminary plats and final plats of subdivision shall be

acted on by the Village Board within thirty (30) days after action thereon by the Planning and Zoning Commission. Nothing herein shall be construed to require Planning and Zoning Commission or Village Board approval of any plat or plan which does not meet the requirements of this Agreement, and all applicable Village ordinances except as waived or modified pursuant to this Agreement. Preliminary plats or final plats of subdivision may be submitted in any size or at any time, and may be submitted for all, or any portion of the Park at East Gate's option, provided all certifications and information required by statute or ordinance are included thereon. The Village shall be obligated to approve such preliminary and final plats provided they meet all the requirements of the Village Subdivision Ordinance and this Agreement. East Gate acknowledges that it shall comply with all the technical review, including review of topographical information, detention and storm water management plans (whether temporary or permanent, at East Gate's election), utility plans, public improvements, dedication requirements of the Village Subdivision Ordinance, the PUD Ordinance, and this Agreement.

(2) Notwithstanding anything herein to the contrary, at the time of approval of a final plat of subdivision for any portion of the Park, East Gate shall grant to the Village and/or other appropriate entities designated by the Village as grantee thereunder, all non-exclusive easements reasonably necessary for the provision of any Village services to such parcel, including sanitary, water, storm sewer, or other utilities. No certificate of occupancy shall be issued for the building until such time as the easements are granted. All such easements to be granted shall name the Village and/or other appropriate entities designated by the Village as grantee thereunder.

(D) Certificates of Occupancy. Assuming compliance with this Agreement, the PUD Ordinance, and applicable Village Ordinances, the Village shall issue a certificate of occupancy to East Gate within ten (10) business days following submittal by East Gate of an application in compliance with Village ordinances and this Agreement. In the event any non-critical components such as painting, carpeting, roof screening or other improvement is not complete, or weather prevents East Gate from completing any work for sidewalks and internal driveways (provided a temporary stone driveway has been installed), final grading or landscaping, the Village shall nonetheless grant a final certificate of occupancy for such building provided East Gate posts with the Village a bond, cash or letter of credit in an amount the parties mutually agree is sufficient to complete such work. Alternatively, East Gate may request, and the Village shall grant, a temporary certificate of occupancy for such building for a reasonable period for completion of such work, which shall be part of the issuance of such temporary certificate of occupancy.

Section 9. Plan of Finance, Enterprise Zone Expansion and Community Benefits.

(A) Plan of Finance.

(1) Financial Contribution for Bond Repayment. Within sixty (60) days following execution of this Agreement by the parties hereto, East Gate remit a \$3,000,000 contribution to the Village ("**Initial Contribution**"). Within ninety (90) days following the (a) non-appealable final annexation of the Property into the Village, (b) East Gate's receipt of all necessary approvals to construct the Phase 1 Infrastructure Improvements, (d) rezoning and re-subdivision of the Park, (e) the Village's issuance of a permit to construct

a building on the Elwood Property referenced in Exhibit T (f) recording of all necessary easements or rights-of-way to extend the Roads, water main and sanitary sewer, along with electricity, communications, data, and natural gas utility service to the Property, (g) extension of the Diamond Enterprise Zone to the Park, and (h) agreement of all taxing entities to the Shared Success Structure (defined below), or similar arrangement by the Village, in general conformance with Section 9(A)(2) below and Exhibit V (collectively, the “**Contribution Prerequisites**”), East Gate shall make a one-time contribution to the Village’s general fund in the amount of \$22,593,756 (the “**East Gate Contribution**”) for the payment by the Village of the remaining balance of the general obligation bonds set forth in Exhibit U (the “**Bonds**”). The Village covenants and agrees that it shall use the East Gate Contribution to retire the Bonds; provided, however, that the above described contribution structure may be modified to the extent reasonably necessary to preserve the current tax-exempt status of the Bonds. In the event the Contribution Prerequisites are not satisfied within said two (2) year period after good faith efforts by the Parties, then either party shall have the right to terminate this Agreement; provided further, that either party shall have the right to extend said period for an additional one (1) year if in such parties reasonable discretion that the delay in satisfying the Contribution Prerequisites can be satisfied within such extended period.

(2) Shared Success Structure. The Village shall support, authorize and implement the expansion and extension of the Diamond Enterprise Zone to the Park, including the Elwood Property and any Additional Property, and shall agree to authorize a real property tax abatement within the Enterprise Zone for the full term of the Enterprise Zone, including any extensions thereof, among other benefits that are currently offered by the Diamond Enterprise Zone. The Village further agrees to support, authorize and implement the “**Shared Success Structure**” as more specifically set forth on Exhibit V. As part of the Shared Success Structure, East Gate anticipates incurring approximately \$XX,XXX,XXX in costs to construct all public infrastructure including, but not limited to all on-site and off-site roads and road improvements, including the Off-site Public Infrastructure Improvements, the traffic signal at Mississippi and Route 53, the bridge, sanitary and storm sewers, water mains and a water tower, Truck Access Controls, paths, tunnels, walks, street lights, street landscaping, and a sanitary lift station (collectively the “**Public Infrastructure Improvements**”), as more fully set forth in Exhibit W, to facilitate development of the Park. The costs of the Public Infrastructure Improvements shall accrue interest at 5% per annum, compounding annually, (“**Interest**”) from the date that each discrete Public Infrastructure Improvement project is completed by East Gate until the expiration of the Shared Success Term (as such term is defined in Exhibit V). The value of any Abatements shall first be applied to accrued and unpaid interest and then to the Shared Success Maximum (as such term is defined in Exhibit V).

(3) Other Sources of Funds or Work.

(i) Off-Site Public Infrastructure Improvements. Notwithstanding anything herein to the contrary, the Village agrees that to the extent a third party has previously agreed to construct or install any off-site public infrastructure improvements that East Gate would otherwise be responsible to construct or pay for including, but not limited to the traffic signal at the intersection of Mississippi

Road and Route 53 and all off-site road improvements (collectively “**Off-Site Public Infrastructure Improvements**”) pursuant to a written agreement with the Village, then the Village will use commercially reasonable efforts to cause such third party to construct such improvements, or, alternatively, to reimburse the Village Public Infrastructure Fund (defined below) for the costs incurred by East Gate in constructing such improvements

(ii) Grants. Grants or similar monetary contributions, if any, from any state or federal public or quasi-public body or agency for payment of specific Public Infrastructure Improvements or Off-Site Public Infrastructure Improvements that East Gate would have otherwise be responsible to construct or pay for.

The value of any grants of work performed in (i) and (ii) above shall be credited against the Shared Success Maximum. Any proceeds received by the Village pursuant to (i) or (ii) above shall be deposited into the Village Public Infrastructure Account and exclusively used to reimburse East Gate for the costs of Public Infrastructure Improvements.

(4) Special Service Area. In addition to the Dormant Special Service Area set forth in Section 14, the Village shall create a Special Service Area to provide for the police services unique to the Park (the “**Compass SSA**”). The amount of the Special Tax for police services shall be determined by the Village and shall include the cost of salaries, equipment and other items necessary to provide adequate law enforcement services to the Park. The Compass SSA shall also provide funds for the repair, maintenance and reconstruction of all public roads and the Bridge in the Park (collectively, “**Park Road Maintenance**”). The tax shall include reimbursement to the Village of the costs of actual Park Road Maintenance which shall include the costs of engineering, design and construction supervision. Additionally, the Compass SSA tax shall provide for the costs associated with implementation and administration of the Compass SSA including, but not limited to, consultants, engineer’s cost, reasonable attorney’s fees and other costs and expenses reasonably necessary to administer the Compass SSA. The Special Taxes shall be levied on a “rate and method” basis in conformance with a Special Tax Roll prepared by the Village. Neither the current or future owners, tenants or occupants of the Park shall object to the levy of Special Service Area Taxes in conformance with this Agreement and the Special Tax Roll.

(5) Building Permit Fees. At the time of issuance by the Village of the permit for building shell construction East Gate shall pay to the Village the following fees:

- (i) Building Permit Fee - \$0.25 per square foot of building
- (ii) Sanitary Connection Fee - \$0.24 per square foot of building
- (iii) Fire Suppression System Fee - \$0.11 per square foot of building
- (iv) Sign Permit Fee – Per Village ordinance

There shall be no other fee, payment, or reimbursement of any kind due from East Gate for the construction of the building or its associated site improvements.

(6) Overweight Permit Fees and Village Public Infrastructure Account.

(i) Overweight Permit Fees. Commencing in the calendar year in which the Initial Contribution is made by East Gate to the Village and then continuing thereafter for the Term of this Agreement, the Village shall deposit into the Village Public Infrastructure Account (a) \$1,500,000 of the fees (the “**Overweight Fees**”) collected by the Village pursuant to the Village’s Overweight Ordinances, as the same may be amended, in that calendar year and (b) fifty (50%) of the incremental increase in Overweight Fees collected in that calendar year that are in excess of the Overweight Fees collected in calendar year 2017 (the “**Overweight Fee Deposit**”). The Overweight Fee Deposit shall not count towards the Shared Success Maximum, and shall be used to reimburse East Gate for costs of the Public Infrastructure Improvements, subject to the existing lawful limitations on the use of such funds, via deposit into the Village Public Infrastructure Account.

(ii) Village Public Infrastructure Account. To provide for the payment of the costs of the Public Infrastructure Improvements, if any, the Village shall cause to be established with a trustee mutually acceptable to East Gate and the Village, a “**Village Public Infrastructure Account**”. All funds available in the Village Public Infrastructure Account shall be remitted to East Gate for reimbursement of the costs of the Public Infrastructure Improvements, subject to limitations on the use of such funds by applicable law, within sixty (60) days following such funds being deposited into the Village Public Infrastructure Account. East Gate acknowledges and agrees that reimbursement is solely predicated on the availability of funds in the Village Public Infrastructure Account. To the extent that funds are not available to reimburse for the costs of Public Infrastructure Improvements, East Gate shall not be entitled to receive reimbursement for such costs until funds are available, if ever.

(iii) Private Contributions. To the extent East Gate secures a third-party payment of cost of the Public Infrastructure Improvements through a means other than those specified herein, then such funds shall not be credited against the Shared Success Maximum.

(B) Community Benefits.

(1) Archer Park and Connection to Midewin (former CIC East connection to Midewin). East Gate shall provide the Village with an allowance equal to \$160,000 for purposes of making improvements to Archer Park, O’Connor Park and landscape improvements at the detention facility located on the Elwood Property (the “**Village Park Allowance**”) as the Village determines appropriate in their own discretion, excepting improvements on the Elwood Property which shall require mutual consent. East Gate agrees to assist in all such endeavors if requested by the Village. In addition, East Gate shall cooperate with the Village if the Village requests the contribution of an easement over

all or a portion of the common area land adjacent to Midewin for purposes of establishing a Village park (or similar asset).

(2) Land Contribution to Elwood. Promptly following the satisfaction of the Contribution Prerequisites, East Gate will donate approximately 27 acres (subject to deduction for right-of-way necessary to re-align Mississippi Road, including appurtenances) to the Village that portion of the Elwood Property that is presently entitled for retail use (the “**Contributed Property**”). The Village agrees to consult with East Gate on any requests for proposals, developer or contractor selection, development planning, and construction to ensure cohesive aesthetics and use, and the Village agrees to take in to account and consider all input from East Gate. In addition, East Gate agrees to donate an additional five (5) acres of property to the Village at a mutually agreeable location for purposes of a new public works facility and a fire department facility.

(3) Manufacturing Set-Aside. East Gate agrees to set aside the area designated on Exhibit X for the exclusive use of light manufacturing related tenants (“**Manufacturing Set-Aside Property**”). This obligation will continue for eight (8) years from the Effective Date. If manufacturers do not locate in the Manufacturing Set-Aside Property during such 8-year period from the Effective Date, the Manufacturing Set-Aside Property shall then become available for warehouse and/or distribution related development.

(4) Learning and Career Center. The parties will work cooperatively to identify an appropriate education industry partner to operate a program for career enhancement, workforce training, job placement, and the general continuing education of area residents at a “**Learning and Career Center**”, which will be constructed at the sole expense of East Gate in a building in the Park selected by East Gate. The educational program will be designed to develop a well-qualified workforce, with an emphasis on manufacturing related skills, which will be available as a resource for regional employers and residents.

(C) Cooperation in Construction of any Public Infrastructure Improvements. The Village may desire, or grants or other sources of funds may mandate, that the Village perform or construct Public Infrastructure Improvements. Any Public Infrastructure Improvements that the Village may desire to construct shall require mutual agreement between the Village and East Gate regarding the scope, cost, and performance. It is the intent of the Parties that unless otherwise agreed to by East Gate and the Village, East Gate shall procure and cause to be performed all Public Infrastructure Improvements with the exception of any well improvements or sanitary plant shall be performed by the Village and the costs thereof reimbursed to the Village pursuant to a mutually agreeable mutually agreeable joint order escrow with a mutually agreeable title company.

Section 10. Foreign Trade Zone; Intermodal Connector Designation

The Village agrees to cooperate with East Gate and other necessary governmental entities to obtain Foreign Trade Zone designation for the Park. Further, the Village agrees to cooperate with East Gate and other necessary governmental entities to obtain Intermodal Connector Status for the Roads and other improvements constructed in the Park.

Section 11. Soil Substitution

East Gate shall have the right to employ generally accepted construction procedures, including but not limited to, soil substitution, caissons, trench foundations or other measures on any portion of the Property, approved in a written report by a certified soil engineer.

Section 12. Survival of Zoning Provisions

The I-2/Light Industrial zoning along with a special use permit to allow Planned Unit Development shall not terminate upon the expiration of this Agreement, but shall continue in effect unless thereafter amended in accordance with law.

Section 13. Compliance with Applicable Ordinances.

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

(B) No ordinance or regulation shall be applicable to the 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 Village or rights of East Gate under this Agreement, the I-2/Light Industrial Zoning District Regulations, and the special use permit to allow Planned Unit Development.

(C) In the event of any conflict between the provisions of this Agreement and the ordinances, codes, regulations and resolutions of the Village, the provisions of this Agreement shall control.

Section 14. Storm Water Retention/Retention Facilities; Maintenance by Association

(A) East Gate shall provide for the maintenance of private common open space, storm water detention/retention facilities, and other private common areas or facilities, to the extent applicable, in the Park (the “**Common Facilities**”) in a clean and first-class manner, by creating a property owners’ association or other not-for profit corporation(s) (the “**Association**”)

(B) All storm water detention/retention facilities, including ponds and inlet and outlet structures, shall be owned and maintained by the individual property owner, by mutual agreement of one or more affected property owners or by the Association. The Village shall not be required to accept the public dedication of any storm water detention/retention facilities. At East Gate’s option, title to such storm water detention/retention facilities may be conveyed to the Association.

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

(D) East Gate and its successors and assigns shall not object to, and shall agree to cooperate with the Village, and the Village will establish a Common Facilities Special Service Area (“**Common Facilities SSA**”) for the Park to be utilized as a backup mechanism for the care

and maintenance of the Common Facilities of the affected owners of the Park or portion thereof. If at any time, the Association fails to maintain the Common Facilities, then the Village, after reasonable prior notice and a right to cure of not less than sixty (60) days, shall have the right, but not the obligation to undertake such maintenance and utilize the Common Facilities SSA to provide sufficient funds to pay the costs of such maintenance. Notwithstanding the foregoing, the special tax roll shall not be levied hereunder and the Common Facilities SSA shall be dormant and shall take effect only if the Village finds that the Association has not maintained the Common Facilities, following the notice and cure obligations set forth herein.

Section 15. Public Infrastructure Construction, Dedication and Capacity

(A) Construction and Dedication. Except for service lines to buildings or structures, all sanitary sewers located in rights-of-way or dedicated easements, all water mains and potable water distribution systems located in rights-of-way or dedicated easements, all storm sewers located in rights-of-way or dedicated easements, all Roads, street lights and similar appurtenant improvements, including, but not limited to, lift stations, water towers, hydrants (“**Village Infrastructure Improvements**”), shall be constructed by East Gate in accordance with applicable Village codes and ordinances, except as otherwise amended by this Agreement. It is presently anticipated that the following size of Village Infrastructure Improvements will be required to be installed to serve the Park:

- (1) A water tower with a 500,000 to 1,000,000-gallon capacity;
- (2) A lift stations with 260,000 to 390,000 gallons per day total capacity;
- (3) Force main with 12” to 16” diameter;
- (4) Sanitary sewer gravity lines with a 16” to 21” diameter; and
- (5) Watermains with a 16” to 21” diameter (collectively, the “**Anticipated Public Infrastructure Sizing**”).

(B) Acceptance and Reduction in Financial Security; Easements. All Village Infrastructure Improvements, excluding the storm water detention or retention facilities set forth in Section 14, shall be promptly accepted by the Village when complete in accordance with applicable Village codes and ordinances, except as otherwise amended by this Agreement. Upon acceptance, the Village will authorize a corresponding reduction in the financial assurance posted by East Gate. The Village further agrees to exercise its eminent domain authority when and where necessary to accommodate or enable development of the Park and the associated public benefits, including as necessary to acquire any off-site easements or rights-of-way. If any easements cannot reasonably be acquired through negotiations, the Village shall acquire such easements through its power of eminent domain. In such event, East Gate shall be responsible for paying all fees and costs of the Village associated with any condemnation proceeding(s), including the costs and expenses of appraisers, expert witness costs, reasonable attorneys’ fees and other costs of any judgement or settlement in eminent domain.

(C) Capacity. The Village represents and warrants that the Village will have adequate waste water treatment plant capacity to meet the domestic demands of the Park, subject to payment

of any required tap-on fee for such waste water, if it is developed for distribution center and warehouse development; and

(D) Oversize Infrastructure and Recapture. If the Village requests that East Gate oversize any sanitary sewer, lift station, water tower, or water main and East Gate agrees to construct such oversizing then as a condition thereof, the Village shall contribute the additional costs incurred to oversize the infrastructure through recapture. For purposes hereof, the term “oversize” or “oversizing” shall mean the installation of any size or diameter that exceeds the maximum contemplated Anticipated Public Infrastructure Sizing. In addition, the Village agrees to subject adjacent property to recapture in the event an unaffiliated third-party desires to annex additional real property into the Village and the real property would benefit from all or a portion of the Public Infrastructure Improvements or Off-Site Public Infrastructure Improvements. The amount of the recapture will be subject to separate agreements passed by the Village Board and recorded with the County setting forth the property subject to recapture for each Public Infrastructure Improvement or Off-Site Public Infrastructure Improvement. The guidelines for such recapture are as follows:

(1) Water Tower and Well Recapture. Currently East Gate contemplates spending up to \$2,000,000 total for a water tower and/or well. If East Gate is required by the Village to expend more than \$2,000,000 total for water tower and/or well improvements the Village agrees that the Village Board will pass and record a recapture agreement that would remit 100% of all water connection fees collected for commercial or industrial facilities constructed anywhere in the Village, and any facilities constructed east of Route 53, directly to East Gate as reimbursement of all costs incurred by East Gate in excess of \$2,000,000. Proceeds received via this recapture would not count towards the Shared Success Maximum mentioned above.

(2) Sanitary Plant Expansion and Recapture. If the Village requires an expansion to the sanitary plant treatment capacity due to development in the Park, East Gate shall be responsible to fund such expansion and shall no longer be required to pay the sewer connection fee, and shall be entitled to a similar recapture agreement whereby any facilities constructed for commercial or industrial users in the Village and any properties located east of Route 53 would remit 100% of all sewer connection fees directly to East Gate. Proceeds received via this recapture would not count towards the Shared Success Maximum.

(3) Bridge and Associated Off-Site Improvements Recapture. The Village Board will pass and record a recapture agreement applicable to any land entitled by a third-party which would have the ability to access the Truck Network along with all the associated improvements such as the bridge, barriers, truck turn-arounds, and off-site road and intersection improvements. Any recapture received would be deposited in the Village Public Infrastructure Account. Proceeds received by East Gate would count towards the Shared Success Maximum.

(4) Park Roadway and Associated Off-Site Improvements Recapture. The Village Board will pass and record a recapture agreement applicable to any land entitled by a third-party which would have frontage on a road improved by East Gate, or directly

benefit from an off-site improvement performed and/or paid for by East Gate. Any recapture received would be deposited in the Village Public Infrastructure Account. Proceeds received by East Gate would count towards the Shared Success Maximum.

Section 16. Wetlands Mitigation

The Property presently contains wetland areas. Any impact to wetlands by development of the Property will be processed through, and permitted by the appropriate agency (IEPA, ACE, US EPA, FEMA, or other), which, once obtained, will govern impacts to wetlands with the result that no wetlands-related approvals will be required from the Village.

Section 17. Stockpiles

The Village agrees that material stockpiles may be located on any area of the Park so long as the stockpile is removed after a reasonable time period not to exceed the later of either seven (7) years from the date of commencement of construction or the date on which 85 percent of the buildings to be built in the Park have been substantially completed, unless an extension is agreed to by the Village. All material stockpiles shall consist of soil, crushed concrete or crushed asphalt only.

Section 18. Certain Warranties and Representations

(A) East Gate represents and warrants to the Village as follows:

- (1) East Gate is the owner or contract purchaser of the Property;
- (2) East Gate proposes to develop the Park in a manner contemplated in this Agreement, subject to market conditions;
- (3) East Gate has full power and authority to execute this Agreement as herein provided;
- (4) East Gate has provided the legal descriptions of the Property set forth in this Agreement and the attached exhibits and that said legal descriptions are accurate and correct.
- (5) That officers of East Gate executing this Agreement represent and warrant that they have been lawfully authorized to execute this Agreement on behalf of East Gate and that East Gate is lawfully organized and in good standing under all applicable state laws; and
- (6) That there is no litigation pending by or against East Gate that would substantially impair its ability to perform its obligations contemplated by this Agreement.

(B) The Village represents and warrants to East Gate as follows:

- (1) The President and Clerk of the Village have been lawfully authorized by the Village Board to execute this Agreement;

(2) All public hearings required in connection with this Agreement and the annexation and zoning of the Property have been held; and

(3) There is no litigation pending by or against the Village that would substantially impair its ability to perform its obligations contemplated by this Agreement.

Section 19. Financial Assurance

Village hereby agrees that it shall accept bonds, cash deposit, or a letter of credit as a form of financial assurance for all public infrastructure constructed on or for the Park. Prior to the approval of any application for approval of any building permit, Plat or Site Plan, East Gate shall provide financial surety to secure the completion of all public improvements required by Village Ordinances and all improvements required by the Phasing Plan for the particular Phase or portion of such Phase in which approval is sought. If a bond is used as the form of assurance it will be in a form approved by the Village. If a cash deposit is used it shall be via a mutually agreeable joint order escrow with a mutually agreeable title company.

Section 20. Annexation Fees and Other Exactions

No new taxes shall be enacted by the Village during the Term of this Agreement unless generally applicable to properties throughout the Village. The Village further agrees not to charge or impose any tipping fees, terminal fees or other taxes or fees based upon container, or truck trailer, or truck activity in the Park, except for overweight permit fees in accordance with the Village Overweight Ordinances.

Section 21. Prohibition on Utilizing General Obligation Debt

The Village will not offer and East Gate will not accept the utilization of any general obligation or other form of debt instrument backed by the Village for the development of any infrastructure necessary for or related to the Park.

Section 22. Conveyance, Dedication and Donation of Real Estate

Except for conveyance or dedication by plat, any conveyance or contribution of real estate required or permitted by this Agreement to the Village 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) Merchantable Title. Title to the real estate shall be good and marketable.

(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) the 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 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 Village or other grantee; and

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

(D) Title Insurance. Grantor shall provide to 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 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 Village or other grantee.

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

(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 re-prorate once actual tax bills are issued, with said obligation to survive closing. The grantee shall be responsible for applying for desired tax exemptions and shall be responsible for payment of such taxes attributable to the period from and after closing.

(F) 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 grantor and the Village or other grantee, or at a date, time and place set by the Village not less than thirty (30) days after written notice thereof is given by the Village to the grantor. The Village agrees to record any deed, conveyance, plat of dedication or plat of subdivision conveying or dedicating any real estate to the Village within thirty (30) days after delivery to the Village and further agrees to promptly apply for and diligently pursue tax exemption for all such real property. All Easements provided to the Village shall be in a form acceptable to the Village, shall be free from any liens or other encumbrances and shall be from any hazardous substances or environmental deficiencies.

Section 23. Continuation of Current Uses; Interim Uses

The Park, or any portion thereof may, until fully-developed, be used for agricultural purposes or any other lawful uses existing in the Park as of the date of this Agreement. In addition, East Gate shall be entitled to utilize such portion of the Park as it deems appropriate as a

construction yard, asphalt batch plant, and concrete batch plant during the term of this Agreement (but not within one thousand (1,000) feet of any occupied residential building, 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 on a per building basis and install temporary directional signage not exceeding eighty (80) square feet in area in Village right of way. No Village permits or hook-up fees shall be required in conjunction with temporary construction buildings or trailers. Temporary (being defined as the period of time during which the Park is being developed) outdoor storage of construction materials or supplies shall be permitted. Any interim use for a construction yard, construction headquarters, asphalt batch plant and concrete batch plant shall terminate when development and construction of the Park is completed and may be used only by East Gate, its contractors and subcontractors in conjunction with work performed in the Park or in constructing infrastructure serving the Park. East Gate is permitted, at its sole option, to farm or cause to be farmed, any areas of the Park during the term of this Agreement.

Section 24. Access to Road Network from Additional Property.

East Gate shall be entitled to connect any additional property to the restricted access truck network, including property not presently located in the Village, provided that East Gate maintains the propriety of the restricted access closed network. All other property owners shall similarly maintain the restricted network in order to route truck traffic to and from the Bridge and the Roads within the Park.

Section 25. Enforceability of the Agreement; Violations; Remedies.

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

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

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

(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. Nothing herein shall be construed to limit any remedy available to any party

hereto under Article 11, Division 15.1 of the Illinois Municipal Code, as presently in effect or which may hereafter be added by amendment.

(F) In the event any action is brought arising from a breach of this Agreement, or to enforce any provision of this Agreement, venue shall lie 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.

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

Section 26. Reimbursement of Village Professional Fees and Other Expenses

(A) Reimbursement of Third-Party Costs. East Gate shall reimburse the Village for review fees including outside attorney's, consultants, engineering professional fees, planning fees and related expenses, incurred by the Village in the review and approval of all submittals to the Village and for the development of the Property.

(B) Third Party Proceedings. In the event that any unaffiliated third party or parties institute any legal proceedings against the Village which relate to the terms of this Agreement (provided the same shall not be founded upon the negligence, intentional misconduct or unlawful action of the Village to which East Gate did not contribute), then, in such event, East Gate on written notice from the Village shall assume, fully and vigorously, the entire defense of such lawsuit or proceeding and all expenses of whatever nature relating thereto and shall indemnify and hold harmless the Village together with its officials, agents, employees, elected officials and agents; provided, however,

(1) The Village and its officers, agents and employees shall reasonably cooperate in such defense;

(2) East Gate shall not make any settlement or compromise of the lawsuit or proceeding, or fail to pursue any available avenue of initial direct appeal of any adverse judgment, without the written approval of the Village; and

(3) If the Village, in its sole discretion, determines there is, or there may probably be, a conflict of interest between the Village and East Gate on an issue of importance to the Village having a potentially substantial adverse effect on the Village, then the Village shall have the option of being represented by its own legal counsel at its own expense.

Section 27. 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 28. Term of this Agreement

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

Section 29. Covenants Running with the Land

The covenants, rights, and promises established herein by the Village shall run with the land and benefit the grantees, heirs, successors, subsidiaries and assigns of East Gate, as well as to the mortgagees (including leasehold mortgagees) and tenants of East Gate, in addition to any future fee interest purchaser of the Property. Notwithstanding the foregoing, no owner of a subdivided parcel of the Property (or any portion thereof) that has been developed with a building which the Village has issued a certificate of occupancy and which is served by completed public improvements (a “**Completed Parcel**”), shall have any liability under this Agreement for any Obligation except for Obligations relating solely to the use of that Completed Parcel or the construction of improvements thereon, and further no breach of this Agreement by East Gate or any other successor or party shall impair or otherwise affect any Completed Parcel or owner thereof. All portion of the Property, other than the Completed Parcel, will nevertheless be subject to and bound by all the terms of and obligations under this Agreement that govern or regulate the use and development of any Property other than the Completed Parcel. Upon conveyance of any portion of the Property, the party conveying such portion shall be released from any further obligations under this Agreement related to the property so conveyed that accrued after the date of conveyance, provided however that such party conveying shall not be released for any improvement, maintenance or completion guaranty required hereunder until such time as the new owner has delivered a replacement guaranty. Notwithstanding anything herein to the contrary, East Gate shall be obligated to make the Contributions set forth in the Plan of Finance until such time as that obligation is satisfied, and no such assignment shall be valid until such obligation is satisfied.

Section 30. 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.

Section 31. Title Evidence - Disclosure of Parties in Interest

East Gate shall, prior to the effective date of the Rezoning Ordinance, and prior to annexation, provide the Village with an affidavit or valid title policies or commitments for title insurance showing that title to the Property is held by East Gate or its affiliate.

Section 32. 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 East Gate:

NorthPoint Development
Attention: Patrick Robinson
4825 NW 41st Street, Suite 500
Riverside, Missouri 64150

with a copy to:

David D. Streicker
Polsinelli P.C.
161 N. Clark Street, Suite 4200
Chicago, Illinois 60601

If to the Village:

Village of Elwood
Attention: Village Clerk
401 East Mississippi Avenue
Elwood, Illinois 60421

with copies to:

David J. Silverman, Esq.
Mahoney, Silverman & Cross, LLC
822 Infantry Drive, Suite 100
Joliet, Illinois 60435
Telephone: (815) 730-9500

And

Village of Elwood
Attention: Village Administrator
401 East Mississippi
Elwood, Illinois 60421

Section 33. Entire Agreement

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

Section 34. 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 and of the Preliminary Site Plan requires the continued cooperation and best efforts of all parties.

Section 35. Recording

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

Section 36. Village Approval or Direction

Where Village approval or direction is required by this Agreement, such approval or direction means the approval of the Corporate Authorities or staff of the Village 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 37. Written Assurance

Within twenty (20) days after written request from either the Village or East Gate, the other party hereto shall execute and deliver at no charge to the Village, East Gate, an prospective tenant, mortgagee or another named designee, a written statement certifying (a) that this Agreement is in full force and affect and has not been amended or modified in any manner not otherwise described in that written statement (and shall include a copy of any such amendment or modification); (b) to the best of the executing Party's knowledge, no breaches or violations of the Agreement have occurred that have not been cured within any applicable grace period; and (c) to the best of the executing Party's knowledge, no defenses exist to providing any benefits set forth in the Agreement.

Section 38. Sidewalks and Bike Paths

Bike and pedestrian paths shall be constructed by East Gate in conformance with the Bike and Pedestrian Path Plan attached hereto as Exhibit Y (the "**Bike and Pedestrian Path**"). Bike and pedestrian paths shall be constructed in conjunction with adjacent streets unless otherwise provided in this Agreement, the Village Ordinances or the PUD Exhibit.

Section 39. Satisfaction of Obligation(s)

Upon satisfaction of the discrete duty(ies) and obligation(s) of East Gate under this Agreement, including those related to any contributions to the Village or requirements to construct or maintain public or private infrastructure for any building or portion of the Park (the "**Obligation(s)**"), the Village shall, at the request of East Gate, issue a certificate in recordable form confirming that such Obligation(s), or portions thereof, have been fully satisfied for purposes of this Agreement, and the parties agree that such Obligations shall be deemed to be fully satisfied for all purposes of this Agreement thereafter.

Section 40. 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 41. 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 42. 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 43. Conflict with Text and Exhibits

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

Section 44. 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 45. Execution of Agreement; Effective Date

This Agreement shall be effective upon the Effective Date hereof; provided that if the Annexation Ordinance shall become null and void, this Agreement shall cease and be of no further force and effect following notice of termination by either Party.

Section 46. Prevailing Wages

East Gate represents and warrants that a Labor-Management Project Agreement has been executed with the Will & Grundy Building Trades Council and the Three Rivers Construction Alliance governing future development of the Park. In furtherance thereof, East Gate further agrees to comply with the Illinois Prevailing Wage Act (820 ILCS 130/0.01-12), including associated regulations promulgated thereunder, in all material respects.

Section 47. Corporate Capacities

The parties acknowledge that the Corporate Authorities of the Village have approved and the President and Village 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 or omitted in connection with the execution and implementation of this Agreement.

Section 48. Amendments and Modifications

No change to this Agreement shall be effective unless and until such change is reduced to writing and executed by the Village and the fee owners of record of the Property at the time any modification 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 Property only, such amendment may be executed only by the then-owner of such portion and the amendment need not be executed by any other then-owner of the Property.

Section 49. Stop Orders

The Village will not issue any no-stop (or similar) orders directing work stoppage on buildings or other development unless such order is in writing and sets forth the Section of the Village Ordinances or this Agreement allegedly violated, and East Gate may forthwith proceed to correct such violations as they may exist. Work may continue on any structure subject to a stop order after reinspection by the Village indicates the violation has been corrected. It is agreed that a violation of the Village'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 other Property infrastructure improvements. No violation of a Village ordinance or regulation shall be deemed to exist where such ordinance or regulation has been modified by this Agreement.

Section 50. IDOT Permits

IDOT may require that the Village be the "Permittee" on some of the Road or Bridge improvement projects to be completed, and in such event, the Village and East Gate shall enter into a Permit Agreement in the form of Exhibit Z attached hereto (the "**Permit Agreement**").

Section 51. 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, strikes or shortages of labor or 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 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 consultant 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.

[Separate Signature Page(s) Follow]

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

VILLAGE OF ELWOOD, a municipal corporation

By: _____
President

Effective Date: _____

ATTEST:

Village Clerk

[Seal]

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

By: NorthPoint Development, its Manager

By: _____
Nathaniel Hagedorn, its Manager

ATTEST:

Ian P. McDonald

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 _____ personally known to me to be the President of the **Village of Elwood**, a municipal corporation, and _____ personally known to me to be the Village 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 President and Village 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 Village Board 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 ____ day of _____, 2016.

Notary Public

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 the above-named _____ and _____ personally known to me to be the Executive Director and Secretary, respectively, of _____, an Illinois municipal corporation, 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 acknowledged that they signed and delivered the said instrument as their free and voluntary act, and the free and voluntary act of the said Authority, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this ____ day of _____, 2016.

Notary Public

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 _____, personally known to me to be the _____ of **East Gate – Logistics Park Chicago, LLC**, a Delaware limited liability company and _____ personally known to me to be the _____, 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 _____, he/she signed and delivered the said instrument and caused the corporate seal of said _____ to be affixed thereto, pursuant to authority given by the _____ as their free and voluntary act, and as the free and voluntary act and deed of said _____, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this ____ day of _____, 2016.

Notary Public

Exhibit A
The Property

The Property

(P.I.N. 10-11-27-100-008-0000)

THE WEST 1347.98 FEET OF THE NORTHWEST QUARTER, EXCEPT THE SOUTH 1343.14 FEET THEREOF, IN SECTION 27, IN TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

(P.I.N. 10-11-27-100-005-0000)

THE SOUTHERN 1343.14 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 34 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS. ALSO, THE SOUTHERN 1343.14 FEET OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 34 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, EXCEPTING THEREFROM THE NORTH 466.70 FEET OF THE SOUTH 996.70 FEET OF THE WEST 466.70 FEET THEREOF.

(P.I.N. 10-11-27-100-007-0000)

THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 34 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, EXCEPT THE SOUTHERN 1343.14 FEET THEREOF. ALSO, THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 34 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, EXCEPT THE SOUTHERN 1343.14 FEET THEREOF AND ALSO EXCEPTING THE WESTERN 1347.98 FEET THEREOF.

(P.I.N. 10-11-22-400-010-0000)

THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, IN TOWNSHIP 34 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS. ALSO, THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, EXCEPTING THEREFROM THE NORTH 400 FEET OF THE WEST 415 FEET THEREOF AND ALSO EXCEPTING THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE WEST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER 1664.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING WEST, ALONG SAID NORTH LINE 300.00 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 363.00 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 300.00 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 363.00 FEET, TO THE POINT OF BEGINNING, IN TOWNSHIP 34 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

(P.I.N. 10-11-22-400-007-0000)

THE NORTH 10 ACRES OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, IN TOWNSHIP 34 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

(P.I.N. 10-11-22-400-008-0000)

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22 IN TOWNSHIP 34 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE NORTH 10 ACRES THEREOF, IN WILL COUNTY, ILLINOIS.

(P.I.N. 10-11-23-300-001-0000)

THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 34 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

(P.I.N. 10-11-26-100-004-0000)

THE WEST 660 FEET OF THE NORTH 660 FEET OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 34 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN JACKSON TOWNSHIP, IN WILL COUNTY, ILLINOIS.

(P.I.N. 10-11-26-100-003-0000)

THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 34 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE WEST 660 FEET OF THE NORTH 660 FEET OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 34 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN, ALL IN WILL COUNTY, ILLINOIS.

(P.I.N. 10-11-26-100-002-0000)

THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 34 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

Exhibit B
The Elwood Property

Exhibit C
Owners of Record

Exhibit D
Park Legal Description

Exhibit E
Plat of Annexation

Exhibit F
Annexation Ordinance

Exhibit G
PUD and Rezoning Ordinance

Exhibit H
Village Rezoning Code (as of the date hereof)

Exhibit I
Road Cross Sections

Exhibit J Infrastructure Phasing Plan

Phase 1 Infrastructure Improvements: Elwood Property

The following infrastructure shall be substantially completed prior to occupancy of any building constructed on the Elwood Property:

1. Adequate provisions to allow Bissell traffic, and construction traffic (for Phase I only), to utilize Hoff Road and the Cul-de-Sac at the end of Ira Morgan as the only means of access to their facility during construction of the Bridge and the New Road. This connection to Hoff Road will be closed upon completion of the Phase I infrastructure by means acceptable to the Village and shall only be utilized henceforth by agreement of the Village.
2. Bridge and associated approaches.
3. The New Road.
4. New access road across the NI Gas easement to connect the New Road to Theodore Hyatt Drive to provide permanent access to Bissell and Parcel 2 Lot 5.
5. Realign Mississippi to connect to New Road at approximately a 90-degree angle.
6. Truck turn-around facility with guard house adjacent to realigned Mississippi.
7. Truck barrier to prohibit trucks from entering or exiting the Park via Mississippi.
8. Trail from Archer Park to Hoff Road via the bridge and a tunnel under the bridge approach.
9. All currently unbuilt berms and landscape buffers as depicted on the Alta/NSPS Land Title Survey for CIC East Unit One dated 02/01/2017.

The following infrastructure shall be substantially completed as soon after receiving IDOT approval as practical:

1. Traffic signal at Route 53 and Mississippi Road; provided East Gate shall use best efforts to obtain all necessary approvals and warrants and provided further that East Gate shall be responsible for all traffic direction or routing measured required by the Elwood Police Department, as deemed necessary by the Village, until such times as the warrants are granted.
2. Signage on Route 53 to direct trucks looking for Elwood addresses to the Park truck turn-around at Mississippi.

Phase 2 Infrastructure Improvements: Property between Chicago and Rowell Roads - Approximately 348 acres

The following infrastructure shall be substantially completed prior to occupancy of any building constructed on the Phase II land:

1. Extension of Mississippi Road onto the Property a sufficient distance to meet the requirements of the Village's subdivision ordinances in the event East Gate extends sewer, water and other utilities to such property. Nothing herein shall limit East Gate's ability to install alternative options for water, sewer and other utility improvements on the Property prior to any such development.
2. Truck barriers, or other means, to prohibit trucks from entering or exiting the Park via Coldwater, Tehle, or Chicago Roads, including truck turn-arounds where necessary.

3. Water Tower up to 1,000,000 gallons and an additional well (and related appurtenant improvements).

Note: The traffic impact study completed by East Gate for the Park will be updated by East Gate upon the earlier of (a) every two (2) years or (b) completion of every four million (4,000,000) square feet of building construction upon which a final certificate of occupancy has been issued. Offsite improvements, if any, required due to the impact of the Park will be coordinated with, and approved by IDOT, and/or Will County and/or Jackson Township, as applicable.

Phase 3 Infrastructure Improvements: Property between Rowell Road and Village planning boundary - Approximately 160 acres.

The following infrastructure shall be substantially completed prior to occupancy of any building constructed on the Phase 3 land:

1. Roads within or adjacent to Phase 3 as necessary to meet the requirements of the Village's subdivision ordinance, as modified by this Agreement.
2. Truck barricades, or other means, to prohibit trucks from entering or exiting the Park via Rowell Road, including truck turn-arounds where necessary.

General Notes:

1. Any extension of Mississippi Road on the Property will include the trail/path.
2. Village and East Gate will cooperate regarding the time and place to construct a water tower and/or well, if required to augment domestic water supply to the Park or Village, or to augment water supply or pressure required in the Park for fire suppression.
3. Detention facilities and compensatory storage, if required, will typically be constructed with each individual facility.
4. Berms and landscape buffers will typically be constructed with each facility requiring such improvements. This excludes the berms and landscape buffers on the Elwood Property which will be constructed with the Phase 1 infrastructure.
5. Private utilities will typically be installed as adjacent roads are installed.
6. All new roads constructed by East Gate will have electric and phone/data/cable utilities placed underground. All existing roads, whether or not improved by East Gate, will have electric and phone/data/cable utilities placed above ground on poles.
7. Typically, private utilities will be placed in the outer 10' of the 20' wide roadside easements.
8. Building irrigation systems will extend to the back of the adjacent street curb and the Village shall have no liability to repair or replace.
9. Roadside trees shall be placed outside of the 20' wide roadside easements and the Village shall have no liability to maintain, repair, or replace.
10. The Trail/Path will be asphalt, 10' wide, located along one side of the main spine road of the Park, and placed in the outer 11' of the 20' wide roadside easements.
11. Street light fixtures will be as shown in the PUD, placed on 300' centers, on one side of road.

Exhibit K
New Road and Mississippi and 53 Improvements
(Attached)

Exhibit L
Bridge Renderings
(Attached)

Exhibit M
Bridge Plans and Specifications
(attached)

Exhibit N
Truck Access Control Improvements
(Attached)

Exhibit O
Temporary Traffic Routing

Exhibit P
Traffic Study

Exhibit Q
Development Guidelines

Exhibit R
Concept Plan

Exhibit S
Table of Standards

Exhibit T
Building 1 Property

Exhibit U
Bonds

Exhibit V
Shared Success Structure

Exhibit W
Public Infrastructure Improvement Costs

Exhibit X
Manufacturing Set-Aside

Exhibit Y
Bike and Pedestrian Paths

Exhibit Z
Permit Agreement