





STATE OF ILLINOIS )  
 )  
COUNTY OF WILL )

**BEFORE THE CORPORATE AUTHORITIES OF THE VILLAGE OF ELWOOD,  
WILL COUNTY, ILLINOIS**

## **PETITION FOR ANNEXATION**

To the Honorable President and Board of Trustees of  
the Village of Elwood, Will County, Illinois:

Attn: Patricia Buchenau, Village Clerk

NOW COMES the undersigned Petitioner, **CENTERPOINT REALTY SERVICES, INC.**, an Illinois corporation ("Petitioner"), and pursuant to Section 7-1-8 of the Illinois Municipal Code, as amended, 65 ILCS 5/7-1-8, respectfully represents and shows unto the corporate authorities of the Village of Elwood, Will County, Illinois, as follows:

1. Petitioner seeks the annexation of the land and territory hereinafter described (the "Subject Territory") to the Village of Elwood, Will County, Illinois (the "Village").
  2. The Subject Territory is legally described in Exhibit "A" attached hereto and made a part hereof.
  3. An accurate map of the Subject Territory to be annexed to the Village is attached hereto as Exhibit "B" and made a part hereof.
  4. Petitioner is the sole owner of record of the Subject Territory.

**MARY ANN STUKEL**

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Will County Recorder  
Will County

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Page 1 of 1

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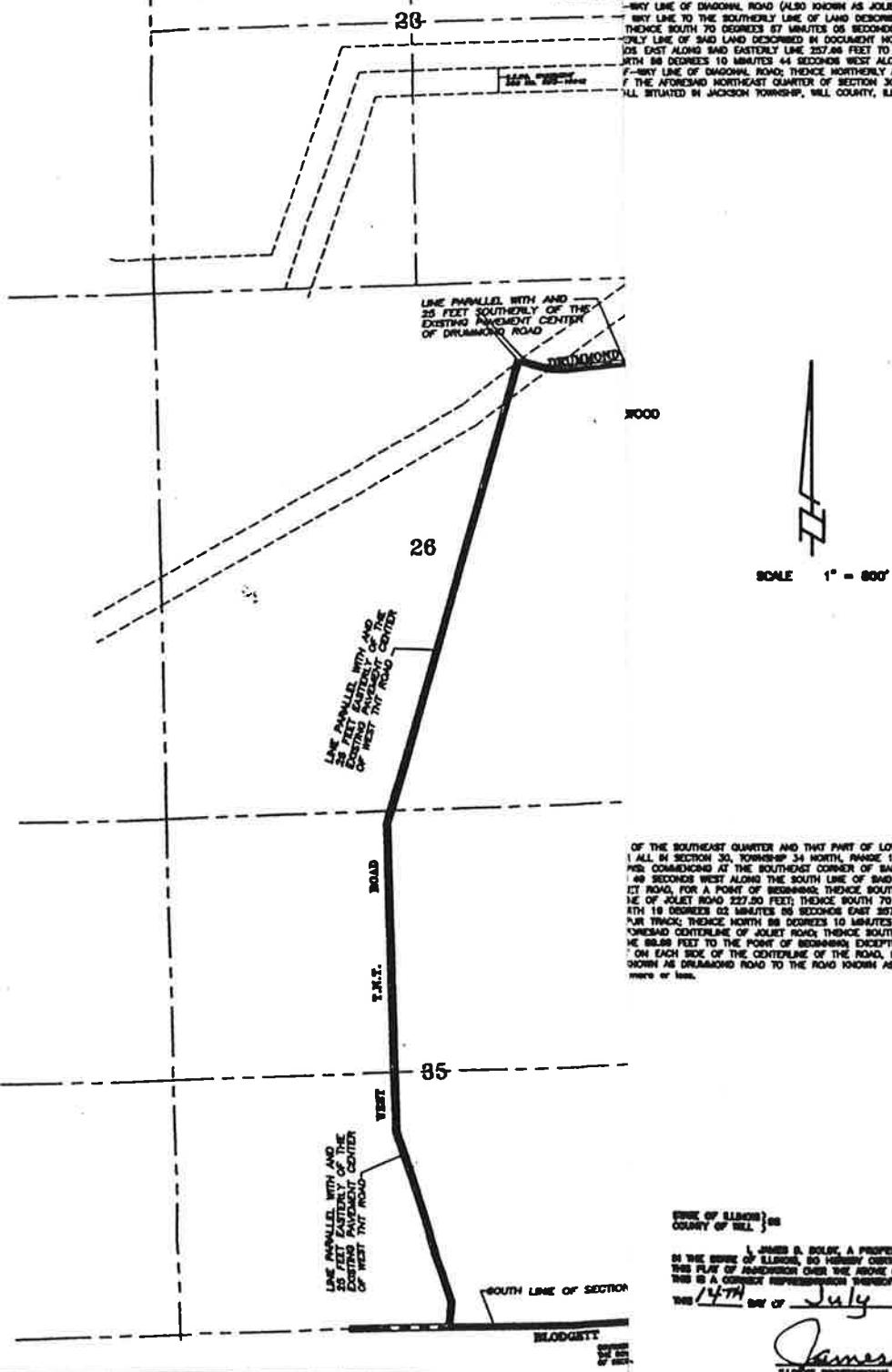
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PLAT OF ANNEXATION  
ELWOOD, ILLINOIS



OF THE SOUTHEAST QUARTER AND THAT PART OF LOT 1 IN THE ASHERDON'S  
11, ALL IN SECTION 30, TOWNSHIP 34, MURRAY, RANGE 10 EAST OF THE THIRTY  
TOWNSHIP. COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER;  
THENCE 90 DEGREES WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER;  
110 FEET, FOR A POINT OF BEGGINNIN; THENCE, SOUTH 19 DEGREES 02 MINUTES  
16 SECONDS EAST, ROAD 227.20 FEET; THENCE, SOUTH 70 DEGREES 57 MINUTES 05  
SECONDS EAST, ROAD 228.65 FEET; THENCE, SOUTH 18 DEGREES 02 MINUTES 05  
SECONDS EAST, ROAD 357.87 FEET, TO THE  
END OF THE ROAD; THENCE, NORTH 88 DEGREES 10 MINUTES 44 SECONDS WEST ALONG  
THE CENTERLINE OF THE ROAD, 100 FEET, FOR A DISTANCE OF 1000 FEET; THENCE, 90  
DEGREES WEST, TO THE POINT OF BEGGINNIN; EXCEPTING THEREFROM A TRAPEZOID OF  
100 FEET BY 100 FEET, LOCATED ON EACH SIDE OF THE CENTERLINE OF THE ROAD, NOW VACATED, KNOWN AS  
THE DRUMMOND ROAD TO THE ROAD 1000 FEET AS HOFF ROAD, IN WILL  
MURRAY, PENNSYLVANIA.

BOOK OF COMMON

1. JAMES P. BOLIC, A PROFESSIONAL LAND SURVEYOR,  
DO THE STATE OF ILLINOIS, DO HEREBY CERTIFY THAT I HAVE PREPARED  
THIS PLAN OF ANADAMOR CHER THE ABOVE OF-FORGED LANDS AND THAT  
THIS IS A CORRECT REPRESENTATION THEREOF, MADE AT ALTON, ILLINOIS,  
THE 14<sup>th</sup> DAY OF July 2000, AD.

James D. Beldt  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 32271



STATE OF ILLINOIS      )  
                            )SS  
COUNTY OF WILL      )

BEFORE THE CORPORATE AUTHORITIES OF THE VILLAGE OF ELWOOD,  
WILL COUNTY, ILLINOIS

IN THE MATTER OF A PETITION TO      )  
ANNEX CERTAIN TERRITORY      )  
TO THE VILLAGE OF ELWOOD      )

PETITION FOR ANNEXATION

To the Honorable President and Board of Trustees of  
The Village of Elwood, Will County, Illinois:

Attn: Patricia Buchenau, Village Clerk

**NOW COMES** the undersigned Petitioner, **THE UNITED STATES OF AMERICA**, acting by and through the District Engineer, United States Army Corps of Engineers, Louisville District, ("Petitioner"), and pursuant to Section 7-1-8 of The Illinois Municipal Code, as amended, 65 ILCS 5/7-1-8, respectfully represents and shows unto the corporate authorities of the Village of Elwood, Will County, Illinois, as follows:

1. Petitioner seeks, as requested, by the Village of Elwood, Will County, Illinois (The Village), the annexation of the land and territory hereinafter described (the "Subject Territory") to the Village of Elwood.
2. The Subject Territory is legally described in Exhibit "A" attached hereto and made a part hereof.
3. An acc' here'

**EXHIBIT A**

**LEGAL DESCRIPTION - DEED RESTRICTED PARCEL ONE**

THAT PART OF SECTIONS 25, 26, 35, AND 36 IN TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 25; THENCE SOUTH 1 DEGREE 45 MINUTES 06 SECONDS EAST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 25 A DISTANCE OF 650.02 FEET TO THE POINT OF BEGINNING; THENCE NORTH 49 DEGREES 20 MINUTES 41 SECONDS EAST 1040.65 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 25; THENCE EAST ALONG SAID NORTH LINE TO THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 25; THENCE SOUTH ALONG SAID EAST LINE AND SOUTH ALONG THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF AFORESAID SECTION 36 TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36, THENCE WEST ALONG SAID SOUTH LINE AND WEST ALONG THE SOUTH LINE OF THE AFORESAID SECTION 35 TO A LINE PARALLEL WITH AND 25 FEET EASTERLY OF THE EXISTING PAVEMENT CENTER OF WEST TNT ROAD; THENCE NORTHERLY ALONG SAID PARALLEL LINE TO THE INTERSECTION WITH A LINE 25 FEET SOUTHERLY OF AND PARALLEL WITH THE EXISTING PAVEMENT CENTER OF DRUMMOND ROAD; THENCE EASTERLY ALONG SAID PARALLEL LINE TO THE WEST LINE OF THE NORTHWEST QUARTER OF AFORESAID SECTION 25; THENCE NORTH 1 DEGREE 45 MINUTES 06 SECONDS WEST ALONG SAID WEST LINE 58.02 FEET TO THE POINT OF BEGINNING, ALL SITUATED IN CHANAHON TOWNSHIP, WILL COUNTY, ILLINOIS.

**LEGAL DESCRIPTION - DEED RESTRICTED PARCEL TWO**

THAT PART OF THE NORTH HALF OF SECTION 25, IN TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN; FALLING WITHIN A CIRCLE HAVING A RADIUS OF 500 FEET, THE CENTER OF SAID CIRCLE BEING LOCATED 1178 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25 AND 344 FEET EAST OF THE WEST LINE OF SAID NORTHEAST QUARTER, IN WILL COUNTY, ILLINOIS.

**LEGAL DESCRIPTION - GROUNDWATER MANAGEMENT ZONE**

SECTION 26, SECTION 35, THE WEST HALF OF SECTION 36, THE WEST HALF OF SECTION 25, THE WEST 1500 FEET OF THE NORTHEAST QUARTER OF SAID SECTION 25, AND THAT PART OF THE WEST 1500 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 25, LYING NORTH OF A LINE EXTENDING FROM A POINT ON THE EAST LINE OF SAID SOUTHEAST QUARTER WHICH IS 2222.41 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER, TO A POINT ON THE WEST LINE OF SAID SOUTHEAST QUARTER WHICH IS 2219.56 FEET NORTH OF THE SOUTHWEST CORNER

OF SAID SOUTHEAST QUARTER, ALL IN TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS.

#### **LEGAL DESCRIPTION OF PROPERTY**

THAT PART OF SECTION 30, IN TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF SECTIONS 24, 25, 26, 35, AND 36 IN TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF AFORESAID SECTION 30; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 30 TO THE EASTERLY RIGHT-OF-WAY LINE OF DIAGONAL ROAD; THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO A POINT 2212.19 FEET NORTH OF, AS MEASURED PERPENDICULAR TO, THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 30; THENCE SOUTH 88 DEGREES 06 MINUTES 29 SECONDS WEST, 1019.40 FEET, TO THE WESTERLY LINE OF THE EASEMENT GRANTED TO COMMONWEALTH EDISON COMPANY, PER DOCUMENT NO. R74-19438; THENCE SOUTH 87 DEGREES 56 MINUTES 32 SECONDS WEST, 1366.17 FEET, TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 30, SAID POINT BEING 2222.41 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE CONTINUING SOUTH 87 DEGREES 56 MINUTES 32 SECONDS WEST, 2641.65 FEET, TO THE WEST LINE OF THE EAST HALF OF AFORESAID SECTION 25; THENCE SOUTH 1 DEGREE 51 MINUTES 37 SECONDS EAST, ALONG SAID WEST LINE, 2219.56 FEET, TO THE SOUTHWEST CORNER OF THE EAST HALF OF SAID SECTION 25; THENCE NORTH 87 DEGREES 54 MINUTES 15 SECONDS EAST, ALONG THE SOUTH LINE OF THE EAST HALF OF SAID SECTION 25, 1409.78 FEET; THENCE SOUTH 10 DEGREES 22 MINUTES 23 SECONDS WEST, 754.21 FEET; THENCE SOUTH 55 DEGREES 56 MINUTES 16 SECONDS WEST, 1474.44 FEET, TO THE WEST LINE OF THE EAST HALF OF AFORESAID SECTION 36, SAID POINT BEING 1517.03 FEET SOUTH OF THE NORTHWEST CORNER OF THE EAST HALF OF SAID SECTION 36; THENCE SOUTHERLY ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 36 TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36; THENCE WESTERLY ALONG SAID SOUTH LINE AND WESTERLY ALONG THE SOUTH LINE OF THE AFORESAID SECTION 35 TO A LINE PARALLEL WITH AND 25 FEET EASTERLY OF THE EXISTING PAVEMENT CENTER OF WEST TNT ROAD; THENCE NORtherly ALONG SAID PARALLEL LINE TO THE INTERSECTION WITH A LINE 25 FEET SOUTHERLY OF AND PARALLEL WITH THE EXISTING PAVEMENT CENTER OF DRUMMOND ROAD; THENCE EASTERLY ALONG SAID PARALLEL LINE TO THE WEST LINE OF THE NORTHWEST QUARTER OF AFORESAID SECTION 25; THENCE NORtherly ALONG SAID WEST LINE AND NORtherly ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF AFORESAID SECTION 24 TO THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 24; THENCE EASTERLY ALONG SAID NORTH LINE TO THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTHERLY ALONG SAID EAST LINE TO THE NORTH LINE OF THE NORTHEAST QUARTER OF THE

AFORESAID SECTION 25; THENCE EASTERLY ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID SECTION 25; THENCE NORTHERLY ALONG THE RANGE LINE 6.60 FEET TO THE POINT OF BEGINNING EXCEPTING THEREFROM THAT PART OF THE NORTH HALF OF AFORESAID SECTION 30 CONVEYED FOR CEMETERY PURPOSES BY DEEDS RECORDED IN BOOK 66, PAGE 102, AS DOCUMENT NO. 39953, AND IN BOOK 578, PAGE 106 AS DOCUMENT NO. 334629, ALL SITUATED IN CHANNAHON AND JACKSON TOWNSHIPS, WILL COUNTY, ILLINOIS, containing 1801.379 acres more or less.

#### **LEGAL DESCRIPTION - PARCEL A**

THE EAST 1770.00 FEET OF THE SOUTH 1930.00 FEET OF THE SOUTHEAST QUARTER OF SECTION 35; ALSO THE WEST 1660.00 FEET OF THE SOUTH 1930.00 FEET OF THE SOUTHWEST QUARTER OF SECTION 36; ALL IN TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS, containing 1519.72 acres more or less.

#### **LEGAL DESCRIPTION - PARCEL B**

THAT PART OF SECTIONS 25, 26, AND 35 IN TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF SOUTH LINE OF THE AFORESAID SECTION 35 AND A LINE PARALLEL WITH AND 25 FEET EASTERLY OF THE EXISTING PAVEMENT CENTER OF WEST TNT ROAD; THENCE NORTH 6 DEGREES 05 MINUTES 12 SECONDS EAST ALONG SAID PARALLEL LINE 254.34 FEET; THENCE CONTINUING ALONG SAID PARALLEL LINE NORTH 18 DEGREES 04 MINUTES 43 SECONDS WEST 1830.93 FEET; THENCE CONTINUING ALONG SAID PARALLEL LINE NORTH 2 DEGREES 00 MINUTES 44 SECONDS WEST 50.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 04 MINUTES 42 SECONDS EAST 1010.00 FEET; THENCE NORTH 24 DEGREES 02 MINUTES 35 SECONDS WEST 593.70 FEET; THENCE NORTH 88 DEGREES 04 MINUTES 42 SECONDS EAST 1020.00 FEET; THENCE NORTH 2 DEGREES 01 MINUTE 36 SECONDS WEST 997.97 FEET; THENCE NORTH 87 DEGREES 56 MINUTES 38 SECONDS EAST 799.20 FEET; THENCE NORTH 43 DEGREES 09 MINUTES 10 SECONDS EAST 170.31 FEET; THENCE NORTH 2 DEGREES 01 MINUTE 34 SECONDS WEST 900.01 FEET; THENCE SOUTH 87 DEGREES 56 MINUTES 38 SECONDS WEST 810.01 FEET; THENCE NORTH 2 DEGREES 01 MINUTE 36 SECONDS WEST 770.00 FEET; THENCE NORTH 30 DEGREES 31 MINUTES 22 SECONDS EAST 450.96 FEET; THENCE NORTH 1 DEGREE 45 MINUTES 06 SECONDS WEST 570.00 FEET; THENCE NORTH 43 DEGREES 55 MINUTES 16 SECONDS EAST 489.26 FEET; THENCE NORTH 1 DEGREE 45 MINUTES 06 SECONDS WEST 600.00 FEET; THENCE NORTH 32 DEGREES 50 MINUTES 39 SECONDS EAST 475.54 FEET; THENCE NORTH 1 DEGREE 45 MINUTES 06 SECONDS WEST 750.00 FEET; THENCE NORTH 17 DEGREES 51 MINUTES 34 SECONDS WEST 378.45 FEET; THENCE NORTH 1 DEGREE 45 MINUTES 06 SECONDS WEST 365.01 FEET; THENCE NORTH 51

DEGREES 00 MINUTES 51 SECONDS EAST 553.31 FEET; THENCE NORTH 87 DEGREES 58 MINUTES 20 SECONDS EAST 266.44 FEET; THENCE NORTH 65 DEGREES 07 MINUTES 25 SECONDS EAST 479.10 FEET; THENCE NORTH 1 DEGREE 12 MINUTES 13 SECONDS WEST 776.91 FEET; THENCE SOUTH 49 DEGREES 20 MINUTES 41 SECONDS WEST 976.61 FEET TO THE WEST LINE OF THE NORTHWEST QUARTER OF AFORESAID SECTION 25; THENCE SOUTHERLY ALONG SAID WEST LINE 58.02 FEET TO A LINE PARALLEL WITH AND 25 FEET SOUTHERLY OF THE EXISTING PAVEMENT CENTER OF DRUMMOND ROAD; THENCE WESTERLY ALONG SAID PARALLEL LINE TO A LINE PARALLEL WITH AND 25 FEET EASTERLY OF THE EXISTING PAVEMENT CENTER OF WEST TNT ROAD; THENCE SOUTHERLY ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING, ALL SITUATED IN CHANNAHON TOWNSHIP, WILL COUNTY, ILLINOIS, containing 331.585 acres more or less.

#### **LEGAL DESCRIPTION - PARCEL C**

THAT PART OF SECTION 30, IN TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN; AND THAT PART OF SECTIONS 24, 25, 26, 35, AND 36 IN TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF AFORESAID SECTION 30; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 30 TO THE EASTERN RIGHT-OF-WAY LINE OF DIAGONAL ROAD; THENCE SOUTHERLY ALONG SAID EASTERN RIGHT-OF-WAY LINE TO A POINT 2212.19 FEET NORTH OF, AS MEASURED PERPENDICULAR TO, THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 30; THENCE SOUTH 88 DEGREES 06 MINUTES 29 SECONDS WEST, 1019.40 FEET, TO THE WESTERLY LINE OF THE EASEMENT GRANTED TO COMMONWEALTH EDISON COMPANY, PER DOCUMENT NO. R74-19438; THENCE SOUTH 87 DEGREES 56 MINUTES 32 SECONDS WEST, 1366.17 FEET, TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 30, SAID POINT BEING 2222.41 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE CONTINUING SOUTH 87 DEGREES 56 MINUTES 32 SECONDS WEST, 2641.65 FEET, TO THE WEST LINE OF THE EAST HALF OF AFORESAID SECTION 25; THENCE SOUTH 1 DEGREE 51 MINUTES 37 SECONDS EAST, ALONG SAID WEST LINE, 2219.56 FEET, TO THE SOUTHWEST CORNER OF THE EAST HALF OF SAID SECTION 25; THENCE NORTH 87 DEGREES 54 MINUTES 15 SECONDS EAST, ALONG THE SOUTH LINE OF THE EAST HALF OF SAID SECTION 25, 1409.78 FEET; THENCE SOUTH 10 DEGREES 22 MINUTES 23 SECONDS WEST, 754.21 FEET; THENCE SOUTH 55 DEGREES 56 MINUTES 16 SECONDS WEST, 1474.44 FEET, TO THE WEST LINE OF THE EAST HALF OF AFORESAID SECTION 36, SAID POINT BEING 1517.03 FEET SOUTH OF THE NORTHWEST CORNER OF THE EAST HALF OF SAID SECTION 36; THENCE SOUTHERLY ALONG SAID WEST LINE OF THE EAST HALF OF SECTION 36 TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36; THENCE WESTERLY ALONG SAID SOUTH LINE TO THE EAST LINE OF THE WEST 1660.00 FEET OF SAID SOUTHWEST QUARTER; THENCE NORtherly ALONG SAID EAST LINE TO

THE NORTH LINE OF THE SOUTH 1930.00 FEET OF SAID SOUTHWEST QUARTER; THENCE WESTERLY ALONG SAID NORTH LINE AND WESTERLY ALONG THE NORTH LINE OF THE SOUTH 1930.00 FEET OF THE SOUTHEAST QUARTER OF AFORESAID SECTION 35 TO THE WEST LINE OF THE EAST 1770.00 FEET OF SAID SOUTHEAST QUARTER; THENCE SOUTHERLY ALONG SAID WEST LINE TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE WESTERLY ALONG SAID SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 35 TO A LINE PARALLEL WITH AND 25 FEET EASTERLY OF THE EXISTING PAVEMENT CENTER OF WEST TNT ROAD; THENCE NORTH 6 DEGREES 05 MINUTES 12 SECONDS EAST ALONG SAID PARALLEL LINE 254.34 FEET; THENCE CONTINUING ALONG SAID PARALLEL LINE NORTH 18 DEGREES 04 MINUTES 43 SECONDS WEST 1830.93 FEET; THENCE CONTINUING ALONG SAID PARALLEL LINE NORTH 2 DEGREES 00 MINUTES 44 SECONDS WEST 50.00 FEET; THENCE NORTH 88 DEGREES 04 MINUTES 42 SECONDS EAST 1010.00 FEET; THENCE NORTH 24 DEGREES 02 MINUTES 35 SECONDS WEST 593.70 FEET; THENCE NORTH 88 DEGREES 04 MINUTES 42 SECONDS EAST 1020.00 FEET; THENCE NORTH 2 DEGREES 01 MINUTE 36 SECONDS WEST 997.97 FEET; THENCE NORTH 87 DEGREES 56 MINUTES 38 SECONDS EAST 799.20 FEET; THENCE NORTH 43 DEGREES 09 MINUTES 10 SECONDS EAST 170.31 FEET; THENCE NORTH 2 DEGREES 01 MINUTE 34 SECONDS WEST 900.01 FEET; THENCE SOUTH 87 DEGREES 56 MINUTES 38 SECONDS WEST 810.01 FEET; THENCE NORTH 2 DEGREES 01 MINUTE 36 SECONDS WEST 770.00 FEET; THENCE NORTH 30 DEGREES 31 MINUTES 22 SECONDS EAST 450.96 FEET; THENCE NORTH 1 DEGREE 45 MINUTES 06 SECONDS WEST 570.00 FEET; THENCE NORTH 43 DEGREES 55 MINUTES 16 SECONDS EAST 489.26 FEET; THENCE NORTH 1 DEGREE 45 MINUTES 06 SECONDS WEST 600.00 FEET; THENCE NORTH 32 DEGREES 50 MINUTES 39 SECONDS EAST 475.54 FEET; THENCE NORTH 1 DEGREE 45 MINUTES 06 SECONDS WEST 750.00 FEET; THENCE NORTH 17 DEGREES 51 MINUTES 34 SECONDS WEST 378.45 FEET; THENCE NORTH 1 DEGREE 45 MINUTES 06 SECONDS WEST 365.01 FEET; THENCE NORTH 51 DEGREES 00 MINUTES 51 SECONDS EAST 553.31 FEET; THENCE NORTH 87 DEGREES 58 MINUTES 20 SECONDS EAST 266.44 FEET; THENCE NORTH 65 DEGREES 07 MINUTES 25 SECONDS EAST 479.10 FEET; THENCE NORTH 1 DEGREE 12 MINUTES 13 SECONDS WEST 776.91 FEET; THENCE SOUTH 49 DEGREES 20 MINUTES 41 SECONDS WEST 976.61 FEET TO THE WEST LINE OF THE NORTHWEST QUARTER OF AFORESAID SECTION 25; THENCE NORTHERLY ALONG SAID WEST LINE AND NORTHERLY ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF AFORESAID SECTION 24 TO THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 24; THENCE EASTERLY ALONG SAID NORTH LINE TO THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTHERLY ALONG SAID EAST LINE TO THE NORTH LINE OF THE NORTHEAST QUARTER OF THE AFORESAID SECTION 25; THENCE EASTERLY ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID SECTION 25; THENCE NORTHERLY ALONG THE RANGE LINE 6.60 FEET TO THE POINT OF BEGINNING; EXCEPTING THEREFROM THAT PART OF THE NORTH HALF OF AFORESAID SECTION 30 CONVEYED FOR CEMETERY PURPOSES BY DEEDS RECORDED IN BOOK 66, PAGE 102, AS DOCUMENT NO. 39953, AND IN BOOK 578, PAGE

106 AS DOCUMENT NO. 334629; ALL SITUATED IN CHANAHON AND JACKSON  
TOWNSHIPS, WILL COUNTY, ILLINOIS, containing 1317.822 acres more or less.

MARY ANN STUKEL

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Will County Recorder  
Will County

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Page 1 of 1

PC2 Date 07/17/2000 Time 15:02:42

Recording Fees: **10.00**

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DATA

## ELWOOD, ILLINOIS

**GEOTECH INC.**  
CONSULTING ENGINEERS - LAND SURVEYORS  
107 CEDARWOOD DRIVE, JULY LAKE, MICHIGAN 49338  
817/730-1010

011730-1010

JOINT, ILLINOIS

1207 CEDARWOOD DR

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SCALE 1" = 500'

OF THE SOUTHEAST QUARTER AND THAT PART OF LOT 1 IN THE ADDITION OF ALL IN SECTION 30, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD MERIDIAN, LOCATED AT THE SOUTHEAST CORNER OF SAD NORTHEAST QUARTER; 48 SECONDS WEST ALONG THE SOUTH LINE OF SAD NORTHEAST QUARTER; IT ROAD FOR A POINT OF BEARING; THENCE SOUTH 19 DEGREES 02 MINUTES E OF JOLET ROAD 227.20 FEET; THENCE SOUTH 70 DEGREES 57 MINUTES 09 SEC 18 DEGREES 02 MINUTES 01 SEC ECONOMY RD 207.88 FEET TO THE SW CORNER; THENCE NORTH 86 DEGREES 10 MINUTES 44 SEC ECONOMY ROAD ALONG THE SOUTHERN LINE OF SAD NORTHEAST QUARTER; THENCE SOUTH 18 ELEVEN FEET TO THE POINT OF BEARING; THENCE SOUTH 18 DEGREES 06 MINUTES 45 EACH FEET TO THE CENTERLINE OF THE ROAD, NOF WACED, KNOWN AS HOFF AS DRUMMING ROAD TO THE ROAD KNOWN AS HOFF ROAD, 34 WILL. HOFF or less.

STATE OF ILLINOIS }  
COUNTY OF WILL }

1. JAMES D. BOLICK, A PROFESSIONAL LAND SURVEYOR  
IN THE STATE OF ILLINOIS, DO HEREBY CERTIFY THAT I HAVE PREPARED  
THIS PLAT OF SURVEYORING CASE THE ABOVE DESCRIBED LANDS AND THAT  
THIS IS A CORRECT REPRESENTATION THEREOF, DATED AT JOLIET, ILLINOIS,  
1982 1474 DAY OF July, 2004, A.D.

James D. Bost  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2271



## MEETING OF JULY 5, 2000

The regular meeting of the Board of Trustees, Village of Elwood, was called to order at 7:00 PM, July 5, 2000. All Board Members present.

Also present: Ed Graham, Darcie from Strand, Floyd Garrett, Anna from the Free Press, George Ruban, Jodi Kirincich, George and Dee Zdralevich, Terri Cooke, Jim Bosonetta, Paul Burris, Rodney Tonelli, Bill Bolker, Bill Offerman, representatives from ATT Wireless Cell Tower, Ken Shepro and various residents.

A motion by Trustee Blum to go into Executive Session following the regular meeting to discuss personnel. Seconded by Trustee Walsh. All voted in favor of motion. Motion carried.

**PRESENTATION OF MINUTES:** The minutes of the regular meeting of June 5, 2000 and a Special Meeting of June 12, 2000 were presented. A motion by Trustee Strawn to approve the minutes of June 5, 2000 and special meeting of June 12, 2000. Seconded by Trustee Ruban. All voted in favor of motion. Motion carried.

**PRESENTATION OF BILLS:** The bills for the previous month were presented as attached. A motion by Trustee Blum to pay bills as presented. Seconded by Trustee Ruban. All voted in favor of motion. Motion carried.

### RECOMMENDATION FROM ZONING BOARD REGARDING JEAN HARVEY AND CELL TOWER:

**JEAN HARVEY** - the Board was presented with a recommendation from the Zoning Board regarding the public hearing on her request for a variance on the front yard setback. The Zoning Board unanimous vote of six members present recommending denial of the requested variance.

A motion by Trustee Ruban to accept the recommendation of the Zoning Board recommending denial of the requested variance. Seconded by Trustee Strawn. All voted in favor of motion. Motion carried.

**CELL TOWER** – no written recommendation from the Zoning Board. Zoning Board did deny the request for the Cell Tower.

Mr. Kopeny, a representative of Cell Tower present to explain further on the Cell Tower. Asked to table the decision for a special meeting or workshop.

A motion by Trustee Ruban to go with Zoning Board recommendation to deny. We have a petition from residents and recommendation from Ruettiger and Tonelli. We are opening ourselves for putting a cell tower in a residential area.

Can the tower be put somewhere else.  
Move to CenterPoint Property.

The Fire Department will put a tower up for their use.

Rodney Tonelli – question the suggested other alternates. Request to table to have a workshop for the Fire Department needs. Explained the application was amended, may not have to have another public hearing.

Ed Graham – changes in request for variance. I would prefer written findings from the Zoning Board, you can vote without the findings. Fire Department can be barred for one year of denial. Need written findings. Recommend postpone till written findings are presented.

Trustee Blum – if we table, residents still have their opinions voiced.

Waiting for written findings of the Zoning Board.

Trustee Ruban resind motion, but not happy; should vote on the 250' tower or start over.

A motion by Trustee Walsh to table till we receive the written recommendation of the Zoning Board. Seconded by Trustee Strawn. A voice vote was called: Trustee Bernhard – yes, Trustee Blum – no, Trustee Ruban – no, Trustee Sloman – no, Trustee Strawn – no, Trustee Walsh – yes. Motion not carried.

A motion by Trustee Ruban to deny application for a 250' cell tower by AT&T, per the unanimous vote of Zoning Board without written recommendation for the variance and special use permit. Seconded by Trustee Sloman. A voice vote was called: Trustee Bernhard – yes, Trustee Blum – yes, Trustee Ruban – yes, Trustee Sloman – yes, Trustee Strawn – yes, Trustee Walsh – yes. Motion carried.

#### **ORDINANCES RELATED TO I-4 TEXT AMENDMENT AND AMENDING ZONING MAP FOR DEER RUN INDUSTRIAL PARK:**

Ed Graham explained the Ordinances.

A motion by Trustee Strawn to accept Ordinance 619, An Ordinance Amending "The Official Zoning Ordinance" Known as Ordinance 506 and Amendments Thereto Known as Ordinance 53, of the Village of Elwood. Seconded by Trustee Ruban. All voted in favor of motion. Motion carried.

Ordinance 620, Ed Graham explained the I-4 Classification.

Ken Shepro – we are not re-zoning the Sikic farm, we do not own. This is just for the Arsenal and Steffes Farm property.

A motion by Trustee Blum to accept Ordinance 620, An Ordinance Amending the Zoning Map for the Village of Elwood Rezoning Certain Property Known as the CenterPoint Proeprty from A-1 (Will County) to I-4 Large Scale Industrial Planned Development District. Seconded by Trustee Ruban. All voted in favor of motion. Motion carried.

#### CONCEPT PLAN FOR BILL BOLKER:

Bill Bolker – will be going before the Zoning Board on July 11<sup>th</sup>. Just want to make you aware of the changes. We have re-done the entire sub-division. Moved the detention pond. Instead of single family, will be duplexes. Will be similar to Wyndstone Village. Will have a berm three or four feet high, will be grassy, low as possible. Lake will be in the lowest point. We are looking for concept approval before we go to Engineering. Discussed the plans for across Route 53, drainage calculations for both sides.

#### BRUCE ESTATES REIMBURSEMENT:

Darcie recommend to release the balance of the professional fee that was paid. We feel all the work has been completed.

Pat – my figures do not agree with Mr. Zdralevich.

A motion by Trustee Blum to review the figures and if satisfied, recommend reimbursement of funds. Seconded by Trustee Sloman. All voted in favor of motion. Motion carried.

#### COMMUNITY DAYS:

Trustee Sloman – asked if we want to have a float in the parade. Community Day to be September 9<sup>th</sup>. The theme this year is cartoon characters.

Community Day asking for financial assistance. We will pay for the Police for the day.

A motion by Trustee Ruban to supply police as part of our donation for Community Day. Seconded by Trustee Blum. All voted in favor of motion. Motion carried.

#### STRAND: Darcie

You received a letter on the Water Tower, the tower is on line for the fall.

July 11<sup>th</sup> will be meeting with Will County Highway and CenterPoint on the roadway jurisdiction on roads.

A motion by Trustee Blum to approve the agreement on water main improvements for design and bidding for Strand. Seconded by Trustee Sloman. A voice vote was called: Trustee Bernhard – yes, Trustee Blum – yes, Trustee Ruban – yes, Trustee Sloman – yes, Trustee Strawn – yes, Trustee Walsh – yes. Motion carried.

A motion by Trustee Walsh to approve the 1,000,000 agreement for the Elevated Water Storage Tank Design and Bidding. Seconded by Trustee Bernhard. A voice vote was called: Trustee Bernhard – yes, Trustee Blum – yes, Trustee Ruban – yes, Trustee Sloman – yes, Trustee Strawn – yes, and Trustee Walsh – yes. Motion carried.

**SPECIAL MEETING TO CONSIDER DCCA LOAN AND RE-DEVELOPMENT AGREEMENT:**

Ed Graham – still looking for agreements, drafts not received as of yet. The week of July 24<sup>th</sup> to get something done. Will set meeting when I got more information. I hope to be able to do before our Workshop.

Trustee Strawn – asked about money we are to receive from DCCA.

Ed Graham – we have a loan commitment letter, has been issued, waiting for second draft coming from Counsel by State.

Need to have before any ceremony.

Wait till we hear from Attorney Graham to set special meeting.

**DESIGN ENGINEERING AND PROCEDURES FOR RFP PROCESS FOR WATER AND SEWER SYSTEMS:**

Ed Graham – as part of the loan from DCCA, competitive selection process, according to Illinois code. Village to publicize to firms and enter into contract with Engineering of water and sewer systems. We need to create a way of identifying who will do the work. Need a two person committee to evaluate engineering firm to do the work. Committee to interview firms interested. Recommend two people from the Board. Was suggested that Trustee Walsh and Blum be on the committee.

A motion by Trustee Ruban to appoint Trustee Walsh and Blum to the committee to interview design engineer for water and sewer system. Seconded by Trustee Walsh. All voted in favor of motion. Motion carried.

Ed Graham - just design and not design built.

**REVISED AGREEMENT WITH CITY OF JOLIET FOR WASTE WATER EFFLUENT DISCHARGE PIPE:**

Ed Graham explained the revised agreement, authority to drop pipe in.

A motion by Trustee Strawn to approve the revised Intergovernmental Agreement with Joliet. With approval of President Clementi and Village Clerk to sign. Seconded by Trustee Blum. All voted in favor of motion. Motion carried.

**MATTESTON STREET ZONING ISSUES:**

Ed Graham explained about the zoning of the single family residence. These were built in a unique way. Bill Schubert and Ken Meskill built. Re-zoning needs to be done and some action needs to be taken. I have been in touch with Attorney for Ken Meskill. Lots had been divided in half, looking for approval to change zoning to multi-family. Compliance with zoning laws and should not have been divided.

Make sure the Village is re-imbursed for fees.

Trustee Ruban asked if this will set a precedence.

Trustee Ruban asked if this will set a precedence.

Ed Graham – need to correct, will draft the necessary documents. Recommend they sign a professional fee agreement.

A motion by Trustee Ruban to correct the zoning issues, owners to sign a professional fee agreement. Seconded by Trustee Sloman. All voted in favor of motion. Motion carried.

**BOND COUNSEL CONTRACT:**

Ed Graham – Village to hire Chris Knight as Bond Counsel. Written agreement is available.

A motion by Trustee Blum to authorize President Clementi to sign professional contract with Chris Knight as Bond Counsel for the Village of Elwood. Seconded by Trustee Walsh. All voted in favor of motion. Motion carried.

**PARKS:**

Trustee Blum reported on the projects the board would like to complete. Volleyball courts, plants and flowers around park and entrance parkways, paint bathrooms inside and out, replace boards on benches. Will need approximately \$3,500.00 to do the projects.

A motion by Trustee Blum to approved the spending of approximately \$3,500.00 to complete the above projects. Seconded by Trustee Ruban. A voice vote was called: Trustee Bernhard - yes, Trustee Blum – yes, Trustee Ruban – yes, Trustee Sloman – yes, Trustee Strawn – yes and Trustee Walsh – yes. Motion carried.

Trustee Blum reported the Park Board would like to hire Eileen Ginter to clean the bathrooms and the Township Hall after park programs. Up to \$200.00 a month.

A motion by Trustee Blum to hire Eileen Ginter to clean the bathrooms and the township hall not to exceed \$200.00. Seconded by Trustee Walsh. A voice vote was called: Trustee Bernhard – yes, Trustee Blum – yes, Trustee Ruban – yes, Trustee Sloman – yes, Trustee Strawn – yes, and Trustee Walsh – yes. Motion carried.

Trustee Blum discussed the little park development. Will be going for RFP process. Want to landscape. Will be doing paperwork for grants. Larry Banas to contact Darcie for RFP process.

Reported that Lance Vinsel had meeting with D. Anderson of Open Lands. Looking to do a bike trail. Will be meeting sometime in August. Would like to make this part of the Comprehensive Plan.

**WATER:**

Trustee Walsh reported that hydrant flushing will be done. Will work with the Fire Department.

Reported on water leak on Spencer Street. A boil order was put into effect for forty eight hours. Residents were notified.

Problem with Well 5, not passing tests. We are trying to get a good sample.

Com Ed problem was with Well 4.

Well 5 is beyond repair. Asking Darcie to check to see about capping well. Need a recommendation from Darcie.

Terri Cooke asked a question regarding the letter on lead level.

Paul explained that the samples were taken in 1998, two individual homes were high. We will be getting a waiver on the violation. Everything is OK now. Passed in October 1999. Will do again in September.

Paul explained they are checking into the nitrogen problem.

Trustee Walsh asked for a report on the bridge.

Darcie reported that the bidding has been postponed until September.

Trustee Sloman reported on a request from Senior Citizens for a donation. 1999 no one from Elwood used the services. Recommend we not send a donation.

Trustee Ruban reported on beautification. There will be some letters going out for high grass on vacant lots. Will try to contact the people before a letter goes out.

Trustee Ruban reviewed the police report from the Chief. Reported that Jerry Harrold attended school.

Trustee Ruban reported that the video camera has been ordered. Will be installed in the 1996 Ford.

Trustee Ruban reported that the next police meeting will be July 19<sup>th</sup>.

Trustee Walsh asked if the grass at 115 Spencer has been taken care of. Was told that the Village employees mowed.

Pat McQuire from JTHS – reported they will continue talking with taxing bodies, they are still interested in working out an agreement. We want to do a better job.

CenterPoint will be meeting with school board.

Floyd Garrett asked about grading of Diagonal Road at the railroad crossing. Was told will have Bob grade the road.

Joe Bebee and Ken Abney, residents of Matteson Street. Asked about the flooding on Matteson Street. The developers have filled the ditches, the drains are not open, they are plugged at the railroad tracks. Since the retention pond has been put in on the Hancock property, holds no water, to be a dry pond. Culverts need to be opened, all the water comes on their property.

Darcie – still has some grading to do.

Ditches need to be cleaned.

Darcie to check into.

Kristine Lake, 507 Beattie Street. Read letter she wrote in support of her mother regarding the Park Board. Letter is in file.

Ashley Dabrowski, 834 Eagle Creek Road. Read letter she wrote for Kim Lake. Letter is in file.

Ed Graham – have Village Board weigh in on process for public comments or go into closed session and hear comments.

Leslie Dabrowski, 834 Eagle Creek Road. We have told a lot of supporters not to come.

Trustee Ruban – not a paid employee, why do we have to go into closed session.

Ed Graham suggested that the interested people stay around till after the closed session, will be a fair and open hearing in closed session. Action will be taken in open session after the closed session.

Ed Graham – open meetings act, recommendation to come from closed session.

A motion by Trustee Strawn to go into executive session to discuss personnel. Seconded by Trustee Walsh. A voice vote was called: Trustee Bernhard – yes, Trustee Blum – yes, Trustee Ruban – yes, Trustee Sloman – yes, Trustee Strawn – yes and Trustee Walsh – yes. Motion carried.

#### BACK IN OPEN SESSION:

A motion by Trustee Strawn to transfer money from the Village Fund Money Market to the General Fund to pay bill of Ruettiger and Tonelli. The amount of \$12,000.00 to be transferred. Seconded by Trustee Sloman. A voice vote was called: Trustee Bernhard –

yes, Trustee Blum – yes, Trustee Ruban – yes, Trustee Sloman – yes, Trustee Strawn – yes, and Trustee Walsh – yes. Motion carried.

A motion by Trustee Walsh to pay Robert Kruse his last pay check. All reports have been submitted and Village has copies. Seconded by Trustee Ruban. A voice vote was called: Trustee Bernhard – yes, Trustee Blum – yes, Trustee Ruban – yes, Trustee Sloman – yes, Trustee Strawn – yes and Trustee Walsh – yes. Motion carried.

A motion by Trustee Blum to dismiss Kim Lake from the Park Board. Seconded by Trustee Ruban. A voice vote was called: Trustee Bernhard – yes, Trustee Blum – yes, Trustee Ruban – yes, Trustee Sloman – yes, Trustee Strawn – yes, and Trustee Walsh – yes. Motion carried.

Kris Urbasek, sister of Kim Lake – do not feel she should be dismissed, she has put in time to put the programs in place, that has been a lot of work. I am going to resign as Instructor. Did not do fairly. The situation in question was not bad enough for her to be asked to resign. I hate to see her go. I do not want to be part of the Park programs.

A motion by Trustee Bernhard to adjourn meeting. Seconded by Trustee Blum. All voted in favor of motion. Motion carried.

Pat Buchenau  
Village Clerk



**VILLAGE OF ELWOOD  
ANNEXATION AGREEMENT  
(CENTERPOINT PROPERTIES)  
DEER RUN INDUSTRIAL PARK**

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**VILLAGE OF ELWOOD  
ANNEXATION AGREEMENT  
(CENTERPOINT PROPERTIES)  
DEER RUN INDUSTRIAL PARK**

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2000, by and between the **VILLAGE OF ELWOOD**, an Illinois home rule municipal corporation, Will County, Illinois (hereinafter referred to as "the Village"), by and through the President and Board of Trustees of the Village (hereinafter collectively referred to as the "corporate authorities") on the one hand, and **CENTERPOINT INTERMODAL L.L.C.**, an Illinois Limited Liability Company (hereinafter referred to as "CenterPoint LLC"), **CENTERPOINT REALTY SERVICES, INC.**, an Illinois corporation (hereinafter "CRSI") (hereinafter collectively referred to as the "Owner"), **CENTERPOINT PROPERTIES TRUST**, a Maryland Real Estate Investment Trust (hereinafter referred to as the "Developer") (CenterPoint LLC, CRSI and Developer are hereinafter collectively "CenterPoint"), and **THE UNITED STATES OF AMERICA**, acting by and through the Secretary of the Army, Department of the Army (the "Army"), on the other hand.

**WITNESSETH:**

**WHEREAS**, Owner and the Army are the owners of record of the real property described in Exhibit "A" attached hereto and incorporated herein (hereinafter referred to as the "Subject Property"), which property is contiguous to the Village of Elwood and not within the corporate limits of any municipality; and

**WHEREAS**, the Subject Property comprises 2,156 acres of land, more or less, including approximately 1,801 acres constituting a portion of the former Joliet Arsenal and

approximately 355 acres constituting the proposed Industrial Park development on the Steffes Farm parcel; 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 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 Subject Property shall be annexed and zoned so as to permit the construction of the Deer Run Industrial Park and to permit certain intermodal rail, industrial, commercial and other business uses as hereinafter more particularly set forth; and

**WHEREAS**, there has been filed with the Village Clerk of the Village one or more petitions for annexation signed by all of the owners of record of the Subject Property, there being no electors residing thereon; and

**WHEREAS**, the United States of America, acting by and through the Secretary of the Army, Department of the Army has executed the aforesaid Petition for Annexation solely as a current titleholder of the Subject Property; and

**WHEREAS**, CenterPoint and the Army have filed petitions in proper form with the corporate authorities of the Village requesting zoning as a Large Scale Industrial Planned Development for the Subject Property as hereinafter set forth; and

**WHEREAS**, the Army has joined in this Agreement solely as the owner of record of a portion of the Subject Property and has no other obligations hereunder; and

**WHEREAS**, CenterPoint and the Army desire the annexation of the Subject Property pursuant to the terms and conditions hereinafter set forth; and

**WHEREAS**, the Plan Commission of the Village, being the commission duly designated by the corporate authorities of the Village for such purpose has, on January 25, 2000 and February 8, 2000, held a public hearing on the petition for zoning as a Large Scale Planned Industrial Development and for approval of a Concept Plan of Development; and

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

**WHEREAS**, the Plan Commission of the Village has heretofore made its Report to the Village corporate authorities recommending approval of the proposed zoning and proposed Concept Plan of Development; and

**WHEREAS**, the corporate authorities of the Village have duly considered the Report and Recommendations of the Plan Commission as heretofore stated; and

**WHEREAS**, the corporate authorities of the Village have, on May 30, 2000, and June 5, 2000, held a public hearing on this Annexation Agreement, and due notice of said public hearing was given and published in the manner required by law and said public hearing was held in all respects in a manner conforming to law; and

**WHEREAS**, the Village has heretofore contemplated the annexation of a two acre parcel surrounded by the Subject Property, pursuant to Section 7-1-13 of the Illinois Municipal Code, as amended, notice thereof having been duly published according to law, and

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

WHEREAS, all other matters, in addition to those specifically referred to above, which are included in this Annexation Agreement, have been considered by the parties hereto, and the development of the Subject Property for the uses as permitted under the Zoning Ordinance of the Village subject to the conditions or variations as provided herein, and as amended in accordance with the terms and conditions of this Agreement, will inure to the benefit and improvement of the Village and its residents, will promote the sound planning and development of the Village, will assist the Village in realizing the goals of its Comprehensive Plan and will otherwise enhance and promote the general welfare of the people of the Village and the entire region; and

WHEREAS, the Subject Property is not within the borders of any library district, nor does the Village provide fire protection services; and

WHEREAS, notices of the proposed annexation have been duly and timely given to the Jackson and Channahon Township Board of Trustees and the Jackson and Channahon Township Commissioners 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 by it, there have been submitted the aforesaid petition for annexation, and the Village, CenterPoint and the Army are willing to undertake the obligations as hereinafter set forth and have or will have materially changed their positions in reliance upon this said Agreement and the undertakings contained therein; and

WHEREAS, it is the desire of the parties hereto that the development of the Subject Property proceed as expeditiously as may be subject to the terms and conditions hereinafter contained;

**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. 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 home rule powers of the Village of Elwood which it exercises pursuant to the Constitution and laws of the State of Illinois. All terms and conditions of this Agreement, and all acts of the Village pursuant to this Agreement are entered into and performed pursuant to the home rule powers of the Village and the statutes in such cases made and provided. The proceeding "whereas" clauses and all Exhibits referred to therein and in the body of this Agreement are hereby made a part of this Agreement and incorporated herein as if fully set forth.

#### **Section 2. Agreement - Compliance and Validity.**

CenterPoint and the Army have filed with the Village Clerk of the Village proper petitions for the annexation of the Subject Property to the Village pursuant to and in accordance with the provisions of Section 7-1-8 of the Illinois Municipal Code, as amended, 65 ILCS 5/7-1-8, conditioned upon the execution of this Agreement, signed by all of the owners of record of the Subject Property.

#### **Section 3. Property Subject to this Agreement.**

The property subject to this Agreement consists of two separate parcels comprising approximately 2,156 acres of land, more or less, situated in unincorporated Jackson and Channahon Townships, Will County, Illinois, contiguous to the corporate limits of the Village and is known and

described in this Agreement as the "Subject Property." Parcel 1 comprises approximately 355 acres, more or less, and is commonly known as the Steffes Farm. Parcel 2 comprises approximately 1,801 acres, more or less, of the former Joliet Arsenal. Parcels 1 and 2 are legally described on Exhibit "A" attached hereto and made a part hereof and depicted on Exhibit "C".

#### **RIGHTS AND OBLIGATIONS OF THE UNITED STATES AND THE ARMY**

##### **Section 4. Obligations of the United States of America.**

The United States of America, acting by and through the Secretary of the Army, Department of the Army (the "Army"), has executed this Agreement and the Petition for Annexation of a portion of the Subject Property solely in its capacity as the legal titleholder of record of that portion of the Subject Property commonly known as the Joliet Arsenal. It is expressly understood and agreed by all parties hereto that the Army shall have no obligation to carry out any of the affirmative obligations of Owner or Developer under this Agreement, and shall have no liability whatsoever for the performance or non-performance of any obligations under this Agreement, the duties and obligations of the Army being limited solely to the execution of this Agreement, the Petition for Annexation and such other documents as may be legally required to implement this Agreement.

##### **Section 5. Indemnification of the Army.**

CenterPoint hereby agrees to indemnify and hold harmless the Army from any and all claims, liabilities and causes of action in any way arising out of the Army's execution of the Petition for Annexation and this Annexation Agreement. In the event of any such claim or action, the Army agrees to notify CenterPoint within sixty (60) days of receipt by the Army of such claim.

The Army shall, at its election, have the right to defend such claim through counsel of its own choosing. The Army shall reasonably co-operate in the defense of such claim and, if defended by separate counsel, agrees to request that such counsel co-operate with counsel for CenterPoint to the extent not inconsistent with the interests of the Army.

#### **Section 6. Disconnection By the Army Under Certain Circumstances.**

In the event that the Joliet Arsenal Development Authority ("JADA") and/or CenterPoint, or its nominee, do not acquire title to some portion of the Subject Property currently owned of record by the Army within twelve (12) months of the date hereof, the Army may elect to have any and all portions of the Subject Property owned by the Army and previously annexed to the Village of Elwood to be disconnected by the Village. The Army shall exercise its rights under this Section by filing a Petition for Disconnection with the corporate authorities of the Village stating its election to request disconnection of the applicable portion of the Subject Property. The Village, upon receipt of such petition, shall promptly publish and give any and all notices required to be given in connection with such disconnection, as provided by Section 7-3-4 of the Illinois Municipal Code, as amended, 65 ILCS 5/7-3-4, and shall, within not less than forty five (45) days after receipt of such petition, adopt an ordinance in proper form disconnecting the Army's portion of the Subject Property from the Village. Upon such disconnection, any and all obligations under this Agreement relating to the portion of the Subject Property owned by the Army shall cease and terminate. The Village further agrees to promptly record the Ordinance of Disconnection upon passage. In the event that CenterPoint has elected to terminate this Agreement and to file a petition for disconnection as provided in Section 40 hereof, the Army agrees to file a petition for disconnection of any remaining property owned by it and previously annexed to the Village upon written request by CenterPoint.

In such event, the Village agrees to disconnect such portion of the Subject Property owned by the Army as otherwise provided in this Section.

**Section 7. Rights of the Army to Continue Remediation.**

The Village agrees that notwithstanding any provision of the ordinances and regulations of the Village, if any, to the contrary, the Army or its civilian contractors, agents or employees shall have the right to continue any environmental remediation activities on any portion of the Subject Property as to which the Army retains ownership, and nothing in this Agreement or otherwise shall be construed to regulate, control, abridge or limit the rights of the Army as expressed in this paragraph. The Village also expressly acknowledges and accepts the Army's rights under the Memorandum of Agreement between the Army, JADA and others with respect to future remediation activities or obligations.

**Section 8. Village Taxes, Fees and Licenses for Army-owned Land.**

The Village agrees that no general or special taxes, assessments, fees, charges or exactions shall be imposed, or licenses required, with respect to any portion of the Subject Property as to which the Army retains title. This provision shall also apply to any civilian contractors of the Army operating on such property. This provision shall terminate as to such parcel or parcels upon the transfer of title by the Army to any third party.

**RIGHTS OF THE U.S. DEPARTMENT OF AGRICULTURE  
AND THE U.S. FOREST SERVICE**

**Section 9. Disconnection of Territory by the U.S. Department of Agriculture Under Certain Circumstances.**

The parties anticipate that a portion of the Subject Property, constituting approximately 110 acres, more or less, currently owned of record by the Army, will be exchanged

with the U.S. Forest Service, United States Department of Agriculture (the "DOA"), for other land owned by the DOA to be used in connection with the development of railroad corridors to serve the intermodal facility (the "Exchange Parcel"). In the event the DOA desires to disconnect the Exchange Parcel from the Village at any time after acquiring title thereto, the Village agrees, upon receipt of a Petition for Disconnection in proper form filed with the corporate authorities, to promptly publish and give any and all notices required to be given in connection with such disconnection, as provided in Section 7-3-4 of the Illinois Municipal Code, as amended, 65 ILCS 5/7-3-4, and, within ninety (90) days after receipt of such petition, to adopt an ordinance in proper form disconnecting the Exchange Parcel from the Village. The Village further agrees to promptly record the Ordinance of Disconnection upon passage. The Village shall, in the event the DOA files a petition as provided herein, promptly take all necessary steps to delete the Exchange Parcel from the Economic Development Project Area, as established pursuant to this Agreement, including holding of necessary public hearings and the giving of such notice as may be provided for by law. The time for the Village to act on the Petition for Disconnection shall, if necessary, be extended to a date thirty (30) days after the Village takes final action on the deletion of the Exchange Parcel from the Project Area as provided above. CenterPoint agrees to use its best efforts to annex the property received from the DOA in exchange for the Exchange Parcel to the Village.

#### **Section 10. Rights of the Forest Service to Continue Activities.**

In the event that the DOA elects not to disconnect the Exchange Parcel from the Village, the Village agrees that notwithstanding any provisions of the ordinances and regulations of the Village, if any, to the contrary, the DOA and its contractors, agents or employees shall have the right to conduct any activities on any portion of the Exchange Parcel currently authorized by law,

to the same extent as if the parcel were located in unincorporated Will County. Nothing in this Agreement shall be construed to regulate, control, abridge, or limit the rights of the DOA as expressed in this paragraph.

**Section 11. Village Taxes, Fees and Licenses for DOA on Forest Service Owned Land**

The Village agrees that no general or special taxes, assessments, fees, charges or extractions shall be imposed, or licenses required, with respect to any portion of the Exchange Parcel if the DOA shall acquire title to the same. This provision shall also apply to any contractors of the DOA operating on such parcel. This provision shall not extend to any non-governmental successors in title to the Exchange Parcel.

**Section 12. Termination of Disconnection Rights.**

The right to disconnect granted pursuant to Section 9 hereof shall terminate if the Exchange Parcel, in the opinion of the attorneys for the Village and CenterPoint, cannot be validly excluded from the Economic Development Project Area without impairing the validity thereof.

**Section 13. DOA as Third Party Beneficiary.**

The parties hereto agree that the DOA shall have the right to enforce any of the rights conferred in Sections 9 through 12 of this Agreement as if it were a party hereto, and that it is specifically intended that the DOA shall be a third party beneficiary of such provisions.

**DEVELOPMENT PROVISIONS**

**Section 14. Enactment of Annexation Ordinance.**

The Village, concurrent with its execution of this Agreement, will enact a valid and binding ordinance or ordinances (hereinafter referred to as the "Annexation Ordinance") annexing

the Subject Property to the Village. The Village shall also contemporaneously adopt the zoning text and map amendments provided for in Sections 15 and 16 of this Agreement. The Annexation Ordinance shall be filed with the Clerk of Will County and recorded at CenterPoint's expense with the Will County Recorder's Office along with the Plat of Annexation. Such filing and recordation shall take place no more than 30 days after enactment of the Annexation Ordinance. The Village shall send all notices required by law to be sent in connection with the enactment of such ordinance, and shall furnish copies thereof to CenterPoint.

**Section 15. Text Amendment to Village Zoning Ordinance - New Zoning District.**

Concurrent with the execution of this Agreement, the Village shall enact a proper, valid and binding amendment to the text of its Zoning Ordinance and other applicable Village Codes to establish an I-4 zoning classification for a Large Scale Industrial Planned Developments District substantially in conformance with Exhibit "B" attached hereto (the "Text Amendment").

**Section 16. Enactment of Zoning Ordinances.**

Concurrent with the execution of this Agreement by the Village, but not earlier than enactment of the Annexation Ordinance, the Village shall adopt proper, valid and binding ordinances zoning the Subject Property to the I-4 Large Scale Industrial Planned Development District consistent with the Text Amendment. Additionally, the Village shall approve the Concept Plan attached hereto as Exhibit "C" (the "Concept Plan") to permit the development of an intermodal rail transportation facility and industrial park on the Subject Property as set forth in the Text Amendment and the Concept Plan to permit the business or commercial development called for in the Concept Plan and this Agreement. Additional property may be added to the development at a later date with the consent of the Village.

## **Section 17. Development Plan for Subject Property.**

The Subject Property shall be developed in accordance with the following Plan of Development in conformance with the Concept Plan:

**A. Maximum Square Footage.**

Not to exceed twenty million (20,000,000) square feet of office, industrial, warehouse and distribution buildings, railroad offices and buildings, and other governmental, commercial, retail and hotel uses as provided in the Text Amendment. The intermodal rail yard shall not be included in the maximum limitation in this Section.

**B. Uses; Concept Plan.**

The permitted and conditional uses for the Subject Property are set out in the Text Amendment. Each applicable development area or subdistrict is designated on the Concept Plan. CenterPoint shall be free to identify the location and configuration of specific uses within each subdistrict at the time of submission of preliminary plats, so long as they substantially comply with the Text Amendment, the Concept Plan and this Agreement. Notwithstanding any provision of this Agreement appearing to the contrary, the intermodal yard shall be located only within the subdistrict so designated on the Concept Plan, provided, however, that connecting track, sidings or similar rail improvements shall not be deemed to be part of the intermodal facility.

**C. Minimum Lot Sizes and Setbacks.**

Minimum lot sizes and setbacks shall comply with the Text Amendment.

**D. Commercial/Business.**

CenterPoint may develop the Subject Property with certain parcels for business or commercial uses, including but not limited to hotels, motels, banks with drive-up facilities,

restaurants, retail, electrical power generation facilities, wireless communications facilities and towers, fiber optic lines and facilities, and truck stops (fuel stations), all in accordance with the Concept Plan and the Text Amendment. Notwithstanding any provision of the Text Amendment to the contrary, all conditional uses as set forth therein shall be permitted pursuant to this Agreement, and are hereby approved, subject to the following:

1. A truck stop and/or an electric power generating plant shall be considered permitted uses if located west of the Commonwealth Edison right of way easement as shown on the Concept Plan;
2. All other Category "B" conditional uses shall be permitted if located adjacent to a public street and if landscaped as provided for Category "C" uses;
3. Wireless communications towers and facilities are deemed to be a permitted public utility use. However, the Village may require co-location of transmitting equipment if consistent with hand-off parameters and coverage requirements. The parties agree to facilitate use of the new water tower for such facilities if practicable. Any revenue from the wireless communications providers from locations within the Subject Property shall be shared, 50% to the Village and 50% to CenterPoint, after deduction of reasonable expenses.

The Village shall make available one liquor license to a qualified applicant to permit the sale of beer and wine only for consumption off the premises. CenterPoint may construct six restaurants with or without drive-up windows as a permitted use. The Village also agrees to make available up to four (4) appropriate liquor licenses to qualified applicants for such restaurant facilities and up to three (3) licenses for hotel or motel operations to permit the sale of alcoholic beverages at retail for consumption on the premises, provided no license to sell alcoholic beverages

shall be issued for restaurant premises having "drive-up" facilities. Such licenses shall be in the category or class providing the least restrictive hours of operation. No package liquor stores or bars without restaurant facilities (except as part of a hotel or motel operation) shall be permitted except as specifically provided herein.

Any industrial, commercial, business, public utility or governmental use listed in the Text Amendment in this Agreement or hereafter allowed as a permitted use under the Village's Zoning Ordinance shall be permitted to be constructed on the above parcels without the necessity of further hearings or zoning (except such plat or plan review proceedings as may be otherwise required herein).

E. Adult Uses Prohibited.

No sexually oriented business shall be permitted within the Subject Property. "Sexually Oriented Business" shall mean and include any premises to which the public, patrons or members are invited or admitted and which are so physically arranged as to provide booths, cubicles, rooms, compartments or stalls separate from the common areas of the premises for the purpose of viewing adult-oriented motion pictures, videos or video discs, or where an entertainer provides adult entertainment, including nudity or partial nudity, to members of the public, a patron or a member, when such adult entertainment is held, conducted, operated or maintained for profit, direct or indirect. "Sexually Oriented Business" further includes, without being limited to, adult bookstores, adult motion pictures, videos or video discs (but only if the primary activity of the business), adult mini-motion picture or video establishments, adult cabaret, including so-called "gentlemen's clubs," adult entertainment studio, or any premises that is physically arranged and used as such, whether

advertised or represented to the public as an adult entertainment studio, rap studio, exotic dance studio, sensitivity studio, encounter studio, modeling studio or other term of like import.

F. Roads and Streets.

All roads within the Subject Property shall be public and dedicated to the Village except as provided herein. Any private streets permitted under this Agreement may be conveyed at CenterPoint's option to and maintained by one or more property owners associations. If not so conveyed, such private streets shall be maintained by CenterPoint. All streets, including any private streets shall be constructed in accordance with existing Village standards but may be paved with concrete in place of asphalt. If concrete is utilized, construction shall be in accordance with Illinois Department of Transportation standards. CenterPoint on behalf of itself or on behalf of the property owners associations shall execute an agreement giving the Village the authority to enforce the Illinois Vehicle Code and local traffic and parking regulations on any private streets. The following streets shall be public, and dedicated to the appropriate public body (either the Village or Will County), if not previously dedicated: Baseline Road (Arsenal Road to South Access Road), Drummond Road (Baseline Road to Mississippi Street); East Access Road (Baseline Road to Illinois Route 53); Industrial Drive, and Mississippi Street. Any streets not specifically identified herein shall not be dedicated to the Village without its further consent. One or more special service areas shall be established as hereinafter provided to maintain roads within the Subject Property. CenterPoint may initially name and rename all streets located wholly within the Subject Property.

G. Covenants.

Appropriate covenants and/or conservation easements shall be provided and recorded by CenterPoint at the time of final plat approval to preserve in perpetuity all common open space or other areas, as provided in this Agreement and the attached exhibits, unless conveyed to the Village or other unit of government. CenterPoint shall not by affirmative act or neglect hereafter alter the condition of such open space or areas without Village approval, except as permitted by this Agreement.<sup>14</sup> Such conservation easement shall not prevent the inclusion of any wetlands, flood plain or other environmentally sensitive areas in individual platted lots as provided in the Text Amendment. The final form of any covenants and/or conservation easement shall be subject to the reasonable review of the Village for compliance with this Agreement. The Village shall not require any covenants or restrictions prohibited by the regulations of any governmental insuring agency.

H. Developments in Phases.

The parties recognize and agree that the nature and scale of the proposed Deer Run Industrial Park precludes a commitment by CenterPoint to develop the Subject Property on any fixed and determined schedule. Accordingly, and without the necessity of any subdivision of the Subject Property, CenterPoint may develop the Subject Property in one or more phases as determined by CenterPoint in its full discretion except as provided in this Agreement and the Term Sheet attached hereto as Exhibit "D". CenterPoint shall have the right to develop any or all of the Subject Property as an industrial park with any of the uses set forth in the Text Amendment.

I. Landscaping/Screening.

CenterPoint shall provide and implement a landscape plan for the Subject Property which shall provide for the screening of residential properties adjacent to the Subject Property. Such

screening may include either natural plantings, berms, or both, as provided in the Text Amendment. While the Village may require that berms be constructed in the Residential Protection Zone, as defined in the Text Amendment, such berms shall not be constructed without the written approval of the corporate authorities. Provided, however, that the Village shall notify CenterPoint of its decision to require any berms to be constructed within thirty (30) days of notice to the Village by CenterPoint or its contractors that earth moving and site balancing is within sixty (60) days of final completion.

**Section 18. Tax Increment Financing District.**

The Village agrees to establish an Economic Development Project Area under the Economic Development Project Area Tax Increment Allocation Act of 1995, as amended, 65 ILCS 110/1 (the "Act"). Pursuant to the Act, the Village will approve an economic development plan, establish an Economic Development Project Area and adopt tax increment allocation financing for the Subject Property in accordance with and pursuant to the Term Sheet attached hereto as Exhibit "D" and expressly incorporated herein and made a part hereof as if fully set forth (the "Term Sheet"). The boundaries of the Economic Development Project Area (the "Area") will include all of the Subject Property and any parcels surrounded by the Subject Property and which may be annexed by the Village pursuant to Section 7-1-13 of the Illinois Municipal Code, as amended, 65 ILCS 5/7-1-13. The Area shall not be expanded by the Village nor shall tax increment from the Area be directed to or used to support other tax increment financing districts without the express written approval of CenterPoint.

The terms and conditions for the issuance of the obligations will be pursuant to a Redevelopment Agreement (the "Redevelopment Agreement") which shall be entered into between

CenterPoint and the Village. The Redevelopment Agreement shall not have any provisions inconsistent with this Agreement and shall conform in all material respects to the Term Sheet unless agreed upon otherwise by the parties.

After annexation of the Subject Property to the Village, the Village shall promptly by ordinance act to ratify any and all acts of the Village in connection with the proposal and establishment of the Economic Development Project Area and the adoption of financing relative thereto which commenced or occurred prior to the date of Annexation. If requested by nationally recognized bond counsel, or counsel for the parties, any party may require the others to re-do any and all acts required to validly implement this section, including also any annexation and zoning actions.

In the event that any court of competent jurisdiction shall determine that the Economic Development Project Area ("Area"), or any act done in connection with establishment of the Area is invalid, then any party may request the other to take all actions necessary to reestablish or validate the Economic Development Project Area and/or the Redevelopment Agreement, including but not limited to, sending new notices and holding new or further public hearings, unless the decision of the court demonstrates that such action would be futile or without legal effect. If legally available, the parties shall also seek to qualify the Subject Property under Division 74.4 of Article 11 of the Illinois Municipal Code, as amended.

#### **Section 19. Compliance with Comprehensive Plan.**

The Village acknowledges that the Concept Plan approved in this Agreement is consistent with, and in furtherance of, the Village's Comprehensive Plan.

## **Section 20. Approval of Preliminary Plans.**

If requested by CenterPoint, the Plan Commission of the Village shall complete its review and act upon preliminary plans of subdivision for all parcels within the Subject Property which substantially comply with the Concept Plan set forth in Section 17 of this Agreement, within forty-five (45) days after submittal of substantially complete applications. Review and approval of any preliminary plan submitted pursuant to this Agreement shall be based solely on whether the proposed plan fulfills and carries out the Concept Plan, this Agreement, and, to the extent not in conflict with this Agreement and the Concept Plan, the Village Comprehensive Plan and Zoning Ordinance, Subdivision Ordinance and other applicable ordinances. The Plan Commission shall complete its review and act upon all final plats of subdivision within forty-five (45) days after submittal, provided they substantially comply with the approved preliminary plans and Village ordinances except as otherwise herein provided.

Preliminary plans and final plats shall be acted on by the Village Board of Trustees within thirty (30) days after action thereon by the Plan Commission. Nothing herein shall be construed to require Plan Commission or Village Board approval of any plat or plan which does not meet the requirements of this Agreement or the Concept Plan, and all applicable Village ordinances except as waived or modified pursuant to this Agreement.

Preliminary plans or final plats may be submitted in any size or at any time, and may be submitted for all, or any portion of the Subject Property at CenterPoint's option, provided all certifications and information required by statute or ordinance are included thereon, unless this Agreement provides otherwise.

Notwithstanding any contrary provision of the Subdivision Regulations or other Codes and Ordinances of the Village, preliminary plan approval for any portion of any portion of the Subject Property shall not expire for seven (7) years from the date of such approval.

Nothing herein shall require CenterPoint to subdivide any portion of the Subject Property as a condition to development, construction, use or occupancy, provided however, that the Subdivision Regulations of the Village shall apply (except for platting requirements) as to all development activity on the Subject Property, unless waived, modified or varied pursuant to this Agreement. Mass grading, earthwork and site balancing may commence without a final grading plan, subject to eventual conformance with the final approved grading plan.

**Section 21. Soil Substitution.**

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

**Section 22. Survival of Zoning Provisions.**

The I-4 Large Scale Industrial Planned Development Ordinance, zoning map amendment and Concept Plan approval granted pursuant to this Agreement shall not terminate upon the expiration of this Agreement, but shall continue in effect unless thereafter amended upon application of CenterPoint or otherwise in accordance with law. The Text Amendment and map amendment adopted pursuant to this Agreement shall incorporate all material provisions of this Agreement.

### **Section 23. Certain Surrounded Territory.**

The Village intends to annex a parcel approximately two (2) acres in size which is entirely surrounded by the Subject Property pursuant to Section 7-1-13 of the Illinois Municipal Code, as amended, 65 ILCS 5/7-1-13 (the "Sikic Parcel"). In the event that CenterPoint acquires title to the Sikic Parcel, the Village agrees to promptly hold any necessary hearings in order to zone the Sikic Parcel to the I-4 Large Scale Industrial Planned Development Zoning District of the Village. In such event, the Sikic Parcel shall be subject to the rights and obligations of this Agreement as if originally included herein.

### **Section 24. Compliance with Applicable Ordinances.**

A. CenterPoint shall comply with all existing ordinances and regulations which are not inconsistent with the Concept Plan or the provisions of this Agreement.

B. All Village building codes, fire codes and related ordinances, and the Zoning Ordinance, Subdivision Regulations and related ordinances or regulations as they currently exist (or as herein modified, waived or varied) shall remain in effect insofar as they pertain to the Subject Property for 10 years from the date of this Agreement, except if revision is required by state, county or federal law, in which case CenterPoint must comply with such revisions subject to CenterPoint's rights to object to, contest or challenge such revisions. No such ordinances shall be thereafter amended or rescinded or new ordinances adopted so as to defeat the intent of the Concept Plan or the density or uses provided for herein. Any such change shall not be applied arbitrarily to the Subject Property but shall have general application throughout the Village. Such moratorium shall not apply to life safety matters or to non-Village initiated health and safety amendments to any

national building, fire or construction codes such as the BOCA Code now or hereafter adopted by the Village.

C. No ordinance or regulation shall be adopted by the Village which shall have the intent or 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 CenterPoint under this Agreement or the Concept Plan. Notwithstanding Section 24(B) above, no amendment to the I-4 Large Scale Industrial Planned Development District regulations shall apply to the Subject Property without CenterPoint's consent.

D. In the event that the Village hereafter amends any of its ordinances, codes or regulations then and in such event, such amendments shall apply to the Subject Property if less restrictive than the ordinances, codes or regulations in effect as of the date of the execution of this Agreement.

E. Hours of Construction Activity.

Notwithstanding any other provision of Village ordinances regulating or restricting hours of construction activity, CenterPoint or its contractors may conduct such activity at all hours, except within five hundred (500) feet of any residential building where the Village may impose restrictions.

**Section 25. Stormwater Retention/Detention and Storm Sewers.**

Stormwater runoff emanating from the Subject Property shall be controlled and managed in accordance with a retention/detention system for the Subject Property to be constructed and installed by CenterPoint in compliance with the Village of Elwood's Stormwater Ordinance or any Will County stormwater ordinance having preemptive effect. Such system shall include all

stormwater management facilities, including both on-site and off-site storm sewers, if needed. The Village shall approve all final engineering plans for stormwater management if the design criteria, construction and maintenance of the storm sewers and retention facilities are in accordance with all standards of the Village in force on the date of commencement of construction for any phase. The Village shall execute any documents, including permits, applications, reasonably necessary to obtain Village (or if needed, County or other reviewing agency's) approvals, including any variations determined by CenterPoint to be necessary or convenient to implement the Concept Plan. The Village also agrees to cooperate in seeking a waiver or exemption for the Subject Property from any Will County stormwater management ordinance, if such ordinance is or becomes applicable. All improvements shall be completed by CenterPoint at their expense. Silt removal and repairs required as a result of construction in the area for which any detention or retention pond is built shall be the responsibility of the CenterPoint, whether required before or after acceptance of such facilities by the Village.

All stormwater retention facilities shall be maintained by CenterPoint during the course of construction of other public improvements within a given platted area, or the Subject Property, if not platted or subdivided. At the Village's option, the Village shall accept conveyance of such facilities upon completion of underground improvements and final grading and sodding by CenterPoint and shall thereafter be responsible for maintenance of such facilities. If not conveyed to the Village, title to stormwater retention/detention areas and/or storm sewers installed in any platted area or other portion of the Subject Property shall be conveyed to a property owners' association. In the event the Village determines to accept such areas, CenterPoint agrees to the creation of one or more special service areas to fulfill any Village maintenance obligations.

## **Section 26. Electric and Natural Gas Public Utilities.**

The Village agrees that electricity and natural gas utilities necessary or convenient to serve the Subject Property may, at the option of CenterPoint be provided by one or more non-governmental entities. The form of ownership of such facilities shall be at the discretion of CenterPoint, and any or all of such facilities may be owned or operated by CenterPoint, its designee or agent, or by one or more firms, corporations or other entities designated by CenterPoint or contracted with by CenterPoint to design, construct and operate such utilities. CenterPoint shall use its best efforts to induce an electric power plant to locate on the Subject Property and to provide electric power to residents of the Village at rates competitive with or below rates charged to residents by their current provider.

## **Section 27. Water Distribution Systems; Sanitary Sewer Facilities.**

Sanitary sewer, potable water and related treatment and distribution facilities shall be owned and operated by the Village.

CenterPoint will commit to support the construction of a potable water system and waste water treatment plant and expansion, repair or replacement of the existing Village system (the "Base Water and Sewer System" or the "System) providing wastewater treatment plant average daily flow of 1.4 million gallons per day (gpd) with plant capacity reserved as follows:

138,000 gpd	Existing Village
496,000 gpd	Future Village (non-Deer Run)
339,000 gpd	Deer Run Industrial Park Phase I and II
427,000 gpd	Deer Run Industrial Park Phase III
1,400,000 gpd	Total Capacity

and providing a potable water system plant maximum daily flow of 2.5 million gallons per day (gpd) with plant capacity reserved as follows:

276,000 gpd	Existing Village
992,000 gpd	Future Village (non-Deer Run)
678,000 gpd	Deer Run Industrial Park Phase I and II
554,000 gpd	Deer Run Industrial Park Phase III
2,500,000 gpd	Total Maximum Daily Capacity

The Village represents and warrants that the peaker power plant (Elwood Energy) is not a current user of the System, and that the Village has no obligation to furnish potable water or sanitary sewer service to such entity.

The Village will accept and CenterPoint will support a \$25,000,000 loan from the State of Illinois, Department of Commerce and Community Affairs (the "DCCA Loan") on terms and conditions mutually acceptable to the parties which shall include a method for the Village to finance in part future expansions for non-Deer Run purposes. The DCCA Loan will bear interest at an initial rate of 0% per annum with an ultimate rate of 3% per annum. The Village and CenterPoint will seek an interest rate schedule consistent with projections of System usage and anticipated net operating revenue. The DCCA Loan will provide for a minimum amortization schedule and, in addition, certain excess net operating revenues derived from the base line capacity as described above shall be used following reimbursement to CenterPoint of amounts payable on the cash flow deficit note as described in the Term Sheet and herein to further pay down the DCCA Loan. Any state, federal or local grants received in connection with the System shall be used to retire the DCCA Loan.

Either the Village or CenterPoint may lend or sell any unused capacity to each other for a sum to be mutually agreed. If expansion of the System is required by either the Village or CenterPoint because the reserved capacity described above is insufficient, the requesting party shall be responsible to pay for or finance, or caused to be paid for or financed, such System expansion. The Village may collect a capacity expansion fee above normal and customary connection charges from users outside the Subject Property to fund expansion necessary to serve areas outside the Subject Property.

CenterPoint agrees to four classes of rates for the System: industrial, commercial, governmental and residential. Industrial, governmental and commercial rates shall be initially set as determined by the Rate Study as described below and shall be increased as required to provide sufficient operating revenues to fully amortize the DCCA Loan. Residential rates shall be set according to the current rate schedule and may be increased by the annual increase in the Consumer Price Index but shall not be otherwise be increased even if System revenues are insufficient to pay current principal and interest on the DCCA Loan.

The Village shall commission a Rate Study, to be based upon CenterPoint's projected usage and capacity requirements. (It is expected that such capacity requirements will be for the Base Water and Sewer System and not include capacity for a potential power plant development and that the cost for further expansion of the System to accommodate such a power plant facility will be financed by CenterPoint or the owner of such power plant.) The Rate Study shall determine the rates and charges reasonably necessary to fund operations and maintenance, replacement and funded depreciation reserves, and debt service with respect to the System. Residential rates will not be materially affected by the Industrial Park. To the extent that the Base Water and Sewer System

incurs operating deficits (other than for payment of principal and interest on bonds or notes), CenterPoint will purchase or cause to be purchased a cash flow deficit note secured by a second lien on net revenues of the System and bearing interest at the "prime" rate payable subordinate to scheduled debt service on the first lien revenue bonds or notes, but prior to funding other reserves. The agreement of CenterPoint to fund any such operating deficits shall be structured so that debt service obligations of the Water and Sewer System (other than the DCCA Loan) are not taken into account in calculating the operating deficit. No Water and Sewer Revenue Bonds will be secured by Increment from the Industrial Park.

CenterPoint shall pay all reasonably necessary costs of completing the Base Water and Sewer System to the extent such costs exceed the DCCA Loan and any other federal or state financial assistance, provided, that the Plans and Specifications, construction contracts, contractors, engineers, and construction timetable for the System are reasonably acceptable to CenterPoint. All such additional costs shall be added to the original principal amount of the Developer Note subject to the maximum original principal amount of the Developer Note as provided in the Term Sheet.

CenterPoint or its designee shall be Project Manager for the construction of the System with duties and responsibilities to be mutually agreed upon as a condition of the DCCA Loan. Such responsibilities shall include, without limitation, selection (in conjunction with Village representatives) of the project design engineer, review and approval of all plans, specifications and estimates, review and approval of monthly pay or draw requests, and establishment of a list of construction contractors and subcontractors qualified for System construction. Selection of contractors and subcontractors from such list and approval of all contracts shall be the sole responsibility of the Village. CenterPoint shall not receive any compensation as Project Manager.

**Section 28. Wetlands Mitigation; Flood Plains.**

CenterPoint may mitigate or fill any wetland or flood plain in the Subject Property or may use existing wetlands for mitigation or storm water detention or retention purposes to the extent permitted by the Illinois Department of Transportation, the Illinois Environmental Protection Agency, the U.S. Army Corps of Engineers, the United States Environmental Protection Agency, FEMA or any other agency having jurisdiction. The Village shall reasonably cooperate, including but not limited to execution of application and consent forms, with CenterPoint's permit applications or applications for FEMA map amendments pursuant to this Section.

**Section 29. Dedication and Construction of Streets; Street Lights; Miscellaneous.**

A. Streets. CenterPoint shall construct all on-site public or private streets as needed to implement the Concept Plan (including those streets not actually depicted on the Concept Plan) not contracted for by any unit of government. The Village shall accept the construction of streets (except private streets) upon the completion by CenterPoint of said improvements as provided in Section 29(B) hereof. The final wearing surface or lift (in the case of asphalt surfaces) shall not be installed until a period of twelve (12) months after installation of the base and binder, and upon written approval of the Village, which shall not be unreasonably withheld. CenterPoint shall be responsible for keeping the streets free from construction debris and for repair of damages to the streets caused by CenterPoint's construction traffic or that of its subcontractors.

CenterPoint shall use its best efforts to keep all public streets located on the Subject Property as well as adjoining public streets clear from dust, mud and debris generated by construction activity on the Subject Property. CenterPoint shall designate a construction entrance, subject to reasonable Village approval, for construction activity and traffic. No construction vehicles

or equipment shall use Brandon/Chicago Street, Mississippi Street, or any residential street within the Village.

The design and construction standards for the network of planned streets within the Subject Property shall be in accordance with the final engineering plans as approved by the Village pursuant to the standards set forth in the subdivision regulations of the Village, as modified by this Agreement, and subject to the provisions of Section 24(B) hereof.

B. Offsite Roads. Offsite road improvements, including but not limited to Arsenal Road, Baseline Road and interchange improvements at Interstate 55 and Arsenal Road shall be provided pursuant to a grant or other funding from the Illinois Department of Transportation ("IDOT"). CenterPoint acknowledges that the Village shall have no financial responsibility for or liability under, any state or federal grants or loans for roadway improvements (collectively, "IDOT Funds"). CenterPoint shall advance the Village's matching local share of any IDOT Funds, and if necessary, shall advance any matching Will County share of IDOT Funds, and such amounts shall be included in the Developer's Note as provided in the Term Sheet. The Village agrees to execute any documents reasonably required or deemed desirable by CenterPoint to apply for or implement the use of, IDOT Funds.

C. Street Lights. CenterPoint shall install street lights in accordance with the subdivision regulations of the Village as modified by this Agreement and in accordance with final engineering plans approved by the Village. Such street lights shall be maintained either by CenterPoint, the Property Owners Association or by a Special Service Area as herein provided.

D. Sidewalks. Sidewalks shall be required as provided in the Text Amendment. Sidewalks shall be maintained either by CenterPoint, the Property Owners Association or by a Special Service Area as herein provided.

E. Mississippi Street Grade Crossing. CenterPoint and the Village will use their best efforts to obtain grants from the ICC, IDOT or other federal, state or local entity to implement a grade separation at the current grade crossing of the Union Pacific Railroad at Mississippi Street.

**Section 30. Off-Site Improvements; Sources of Funds.**

The Village shall not require any off-site improvements in connection with the development of the Deer Run Industrial Park except as specifically provided in this Agreement. If any other unit of government or agency having jurisdiction requires any off-site infrastructure improvements, the Village shall cooperate in executing any applications for grants, loans or other funding in connection with the construction of such off-site improvements, to the extent that Village approval and support is either required or permitted, as provided more specifically in Section 24(B) above. The Village approves and agrees to cooperate in the implementation of CenterPoint's Roadway Funding Plan dated June 9, 2000, including the nature and location of all off-site improvements as described thereon. Receipt of IDOT Funds or an IDOT funding commitment to implement said plan shall be a condition precedent to either party's obligations under the Redevelopment Agreement.

**Section 31. Special Service Areas.**

CenterPoint agrees to the creation of one or more Special Service Areas within the Subject Property to provide for repair, replacement and maintenance (including snow plowing) of streets, streetlights and sidewalks (including but not limited to repair, replacement and maintenance

of vehicles and equipment used therefor); storm water detention and retention; and police and public safety protection (including but not limited to repair, replacement and maintenance of vehicles and equipment used therefor) (the "Special Service Areas"). The Special Service Areas shall be formed as soon as practicable after execution of the Redevelopment Agreement provided for in this Agreement, but no earlier than ninety (90) days from said date, and prior to conveyance of any property by CenterPoint to third parties. The Special Service Areas shall utilize either a rate and method or *ad valorem* taxation sufficient to generate sufficient revenues (based upon CenterPoint's Base Projections as described in the Term Sheet) to provide the special services described in this Section. It is specifically contemplated that the Special Service Areas shall be utilized only if CenterPoint or the property owners association shall fail to reimburse the Village or other governmental entities with respect to such services.

Nothing shall obligate the Village to utilize an ad valorem method of apportionment of special service area taxes. The Village shall accommodate any reasonable rate or method proposed by CenterPoint with respect to the formula for special service area taxes.

CenterPoint and its successors agree not to object to the formation of the Special Service Areas, and to waive all notices otherwise required by law in connection with the proposing of the Special Service Areas and to substitute in lieu thereof notice as provided in Agreement as to any part of the Subject Property owned by it.

CenterPoint has submitted a letter of intent to the Elwood Fire Protection District (the "District") with respect to a proposed service agreement, and contemplates finalizing such agreement prior to entry into the Redevelopment Agreement. In the event such agreement is not so finalized,

the Village shall include the reasonably estimated costs of fire protection service in the Special Service Areas.

**Section 32. Building Permits.**

The Village shall issue building permits for all construction within fourteen (14) business days after application, subject to the other provisions of this Agreement, and provided every application shall be complete and in accordance with all applicable Village codes and ordinances except as otherwise herein provided. All applicable building permit fees shall be paid at the time of building permit application. Building permit issuance after submission of complete applications shall be delayed beyond fourteen (14) business days only for insufficiency of review personnel or events beyond the control of the Village. The Village agrees to retain an outside BOCA Code consultant or service mutually agreeable to CenterPoint and the Village to review all permit applications and plans and with authority to issue permits, to conduct inspections and issue provisional permanent certificates of occupancy as provided in Section 45 of this Agreement if requested by CenterPoint. CenterPoint shall pay all fees and costs of such consultant, except that fifty percent (50%) of permit fees shall be credited toward such charges.

**Section 33. Stockpiles.**

The Village agrees that, subject to the reasonable erosion control requirements of Village ordinances, the location of dirt stockpiles on any area of the Subject Property may as determined by CenterPoint be 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 on the Subject Property have been substantially completed, unless an extension is agreed to by the Village. Stockpiles shall not be located within the Residential

Protection Zone as set forth in the Text Amendment and CenterPoint shall use its best efforts to locate any stockpiles out of direct public view. All stockpiles shall consist of clean fill only.

**Section 34. Easements.**

CenterPoint agrees within ninety (90) days of commencement of development of any parcel of the Subject Property, or at the time of approval of any final plat of subdivision for any portion of the Subject Property, as applicable, to grant to the Village all easements reasonably necessary for the provision of any Village services to such parcels or platted areas and the existing Village limits, including sewer, water, streets or other utilities, provided such easements do not interfere with the implementation of the Concept Plan. If the location of such easements cannot be identified within such ninety (90) day period, they shall be granted as soon as the location is established. CenterPoint shall also grant a blanket easement to the Village or appropriate special service area to have access to and have the right but not the obligation, to maintain any stormwater management facilities located on any portion of the Subject Property.

All such easements to be granted shall name the Village and/or other appropriate entities designated by the Village as grantee thereunder. It shall be the responsibility of the Village to obtain all off-site easements necessary to serve the Subject Property. The Village, at CenterPoint's expense, agrees to exercise its power of eminent domain, if legally available, to acquire at any off-site easements reasonably required to implement and fulfill the Concept Plan if such easements cannot reasonably be acquired through negotiations. CenterPoint shall reimburse the Village for all of its expenses, including appraisers, expert witness costs, reasonable attorneys' fees and the cost of any judgment or settlement in eminent domain.

### **Section 35. Commencement of Development; Occupancy Permits.**

No occupancy permit shall be issued by the Village for any building prior to the completion by the CenterPoint of the required public improvements for a designated development phase of the Subject Property, except for the final surface course or lift for the streets (in the case of asphalt pavement), and except for the sodding (if required) of any stormwater detention or retention areas, subject to the provisions of Section 45 of this Agreement providing for the issuance of provisional occupancy certificates. Provided, however, that construction and installation of any public improvements by the CenterPoint may be commenced at any time after approval of the Concept Plan or final plat approval, if applicable, and after CenterPoint has delivered to the Village an irrevocable letter of credit, in a form and substance reasonably satisfactory to the Village issued by a reputable bank or other financial institution, in the amount of 115 percent of the CenterPoint's engineer's estimate of the cost of construction and installation of all such improvements as approved by the Village Engineer, or 110 percent of actual construction contract costs, but excluding mass grading and earthwork, but not to exceed \$3,300,000.00.

### **Section 36. Acceptance of Improvements.**

Notwithstanding any provision of the Village's Codes and Ordinances, acceptance of improvements by the Village shall be subject to the following:

#### **A. Utilities and Underground Improvements.**

All electricity, telephone and cable television lines shall be installed either above-ground or underground at CenterPoint's option. CenterPoint shall use its best efforts to effectuate underground installation consistent with cost considerations. Notwithstanding the foregoing, such lines shall be installed underground along Mississippi Street (as extended), Drummond Road, East

Access Road and Baseline Road between Drummond Road and East Access Road as depicted on the Concept Plan. The Village Engineer shall reasonably approve aboveground installation in such areas due to rock or other subterranean conditions, if encountered. The location of all such utilities shall be at CenterPoint's option except that the Village shall reasonably approve all sewer and water locations so long as the same shall not prevent implementation of the Concept Plan. All underground improvements including but not limited to water mains, sanitary and storm sewers and related improvements including stormwater detention or retention areas shall be accepted (or approved in the case of facilities not to be conveyed or dedicated to the Village) by the Village when complete. Upon acceptance, the Village will authorize a reduction in the Letter of Credit or other guaranty collateral based upon the cost of installation of such underground improvements. The Village may retain a maintenance bond in the amount of ten percent for two years on sewer and water improvements installed by CenterPoint.

B. Other Public Improvements.

Other improvements along public streets, including but not limited to, right-of-way improvements, including pavement, curbs, sidewalks, streets and street lights shall be accepted when complete for any designated parcel of the Subject Property. The bank letter of credit or other guaranty collateral issued to insure completion of improvements shall be reduced to the extent it includes the estimated cost of the right-of-way improvements and shall be reduced as completion of improvements occurs.

C. Sodding Not Required.

Notwithstanding any other provisions of Village ordinance or regulations, sodding of detention areas, parks or other open space shall not be required. Sod shall also not be required

in connection with any landscaping obligations under this Agreement or pursuant to Village ordinance. CenterPoint may use any reasonably recognized method of seeding on the Subject Property.

D. Maintenance Bonds.

Except as herein provided, upon acceptance maintenance bonds shall be as set forth in Village ordinance. The letter of credit provided for in this Agreement shall be utilized for such maintenance bonds.

**Section 37. Tree Removal and Replacement.**

CenterPoint shall not be restricted from removing any trees in the excavation or grading of the Subject Property, or in the construction of any improvements thereto. CenterPoint shall not be required to provide replacement trees for any tree removed during construction.

**Section 38. Certain Warranties and Representations.**

A. CenterPoint represents and warrants to the Village as follows:

- (1) that the Owner identified in the recitals to this Agreement is the legal title holder and owner of record of the Steffes Farm portion of the Subject Property;
- (2) that CenterPoint proposes to develop the Subject Property in the manner contemplated in this Agreement;
- (3) that CenterPoint has full power and authority to execute this Agreement and bind the Subject Property (except those portions as to which the Army retains title) as herein provided;

- (4) that CenterPoint has provided the legal descriptions of the Subject Property set forth in this Agreement and the attached exhibits and that said legal descriptions are accurate and correct;
- (5) that the officers of CenterPoint executing this Agreement represent and warrant that they have been lawfully authorized to execute this Agreement on behalf of the respective parties and that CenterPoint is lawfully organized and in good standing under all applicable state laws;
- (6) that there is no litigation pending by or against CenterPoint that would substantially impair its ability to perform its obligations contemplated by this Agreement.

B. Representations and Warranties of the Village.

- (1) The Village represents and warrants that the President and Clerk of the Village have been lawfully authorized by the Board of Trustees of the Village to execute this Agreement;
- (2) The Village further represents and warrants that it has given or caused to be given and published or caused to be published all required notices required by law to be given or published in connection with this Agreement or any other action of the corporate authorities required to be taken as a precondition to execution of this Agreement or annexation of the Subject Property, and further represents and warrants that all public hearings required in connection with this Agreement and the annexation of the Subject Property have been held;

- (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 39. Fees For Building Permits and Engineering and Plan Review.**

Fees for the issuance of building permits or review of engineering or other plans submitted in connection with the development of the Subject Property shall not be increased for seven (7) years from the date of the execution of this Agreement. Thereafter, buildings fees and charges, engineering review fees and plan review fees shall not increase by more than the annual increase in the Consumer Price Index. All outside professional engineering fees of the Village shall be subject to the provisions of Section 48 of this Agreement. The following costs shall be excluded from the computation of plan review and inspection fees otherwise payable pursuant to applicable Village ordinances if determined on a percentage basis: (a) earthwork, mass excavation and grading; (b) stone backfill in trenches; (c) parkway improvements, including (i) topsoil and (ii) trees, sod or seed; and (d) sod for detention/retention areas.

**Section 40. Annexation Fees and Other Exactions; Special Taxes or Special Service Areas.**

No impact fees, annexation fees or other exactions shall be enacted by the Village which shall apply to the Subject Property during the term of this Agreement. "Impact fees" as used in this Agreement shall mean and include any fee, exaction or charge of any kind whatsoever imposed by the Village or authorized by the Village to be imposed by others as a condition of subdivision or development approval, or annexation. "Impact fees" shall include, without limitation of the foregoing, any fees, exactions or charges imposed based upon any purported impact of

development on existing or proposed public services, facilities, parks, schools, utilities, fire and police services, library services, roads, streets or any other kind of municipal or governmental services or including capital improvements required or desired as a result of subdivision approval, development approval or annexation. Water or sewer connection charges shall not be considered "impact" or "annexation" fees. The Village shall not propose any special service area or special assessment, or levy any other special taxes applicable to the Subject Property during the term of this Agreement without the written consent of Owner and Developer, except as provided in this Agreement.

Any real estate transfer tax, if lawfully adopted by the Village, and applicable to the Subject Property after the expiration of ten (10) years from the date hereof shall not apply to the sale or transfer of any vacant land and shall not apply to the initial sale by CenterPoint of any improved parcel.

No new taxes, whether adopted pursuant to the Village's home rule powers or otherwise, shall be enacted by the Village during the term of this Agreement unless generally applicable throughout the Village. The Village further agrees not to charge or impose any tipping fees, terminal fees or other taxes or fees based upon rail car activity on the Subject Property.

**Section 41. Payment to the Village and Others in Lieu of Impact or Annexation Fees.**

No impact fees, annexation fees or other exactions shall be payable by CenterPoint in connection with the development of the Subject Property. In lieu of all such fees and exactions, CenterPoint agrees to provide the Village and the other taxing districts with cash and/or in-kind contributions as set forth in the Term Sheet.

**Section 42. Conveyance, Dedication and Donation of Real Estate and Certain Personal Property.**

The Term Sheet contemplates that CenterPoint has agreed to make certain charitable donations to the Village or other units of local government. Accordingly, CenterPoint shall convey, dedicate or donate to the Village the following property:

- A. A Village Hall/Government Complex site as depicted on Concept Plan;
- B. Land for a public park as depicted on the Concept Plan;
- C. Approximately one (1) acre for an elevated potable water storage tank and related purposes in the Category "A" area as depicted on the Concept Plan;
- D. Approximately five (5) acres for a water treatment plant and related purposes in the Category "A" area as depicted on the Concept Plan;
- E. Approximately ten (10) acres for a waste water treatment plan and related purposes in the Category "A" area as depicted on the Concept Plan;
- F. Any and all well locations and rights to develop subsurface water resources as shall be conveyed to CenterPoint by JADA or the State of Illinois.

CenterPoint shall, at the Village's option, construct baseball or soccer fields on the public park site at CenterPoint's expense and shall in any case grade the park and Village Hall sites as reasonably determined by the Village Engineer during the mass grading phase of site development.

The Village may elect to utilize the stormwater detention/retention facilities constructed on the Subject Property to the extent desired or required to serve the donated property so long as notice of such election is given prior to approval of final plans for such facilities.

Any conveyance, dedication or donation of real estate required or permitted by CenterPoint (hereinafter referred to as "Grantor" for purposes of this Section) to the Village or other governmental authority pursuant to this Agreement shall be made in conformance with the following requirements and any other applicable provisions of this Agreement:

A. Fee Simple Title. The conveyance, dedication or donation shall be of a fee simple title by Trustee's Deed 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 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) taxes for the year in which the deed is delivered and for the prior year if the amount of such prior year's taxes is not ascertainable at the time of delivery of the deed, conveyance or dedication;
- (3) subparagraphs (1) and (2) of paragraph C above; and
- (4) 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 fair market value of the real estate as of the date of the commitment. The Village agrees to accept a then current commitment provided by Grantor to any lender or financial institution furnished in connection with any development or construction loans or other financing for the Subject Property or any part or parcel thereof. Grantor shall further cause to be issued within thirty (30) days after delivery of the deed, conveyance or dedication a title insurance policy in such amount from the company issuing the commitment for title insurance, subject only to the exceptions stated above. All title insurance charges shall be borne by Grantor.

E. Taxes, Liens, Assessments. General taxes and all other taxes, assessments, liens and charges of whatever nature affecting the real estate shall be paid and removed prior to delivery of the deed, conveyance or dedication. To the extent that any such item cannot be removed prior to delivery of the deed, conveyance or dedication because the amount of the same cannot then be

determined, Owner/Grantor hereby covenants that it will promptly pay the same upon determination of such amount and that it will indemnify, hold harmless and defend the Village against any loss or expense, including but not limited to reasonable attorneys' fees and expenses of litigation, arising as a result of a breach of the foregoing covenant. Notwithstanding any provision of the foregoing, CenterPoint shall have the right and opportunity to cure or contest any tax, lien, assessment or charges prior to or subsequent to the conveyance or dedication to the Village provided the title insurer shall insure (or endorse) over any such unpaid, contested tax, lien, assessment or charge.

F. Delivery of Deed, Conveyance or Dedication. To the extent not otherwise provided in this Agreement or the Term Sheet, delivery of the deed, conveyance or dedication shall occur at a date, time and place mutually agreeable to 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 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 forty-five (45) days after delivery to the Village and further agrees to promptly apply for and diligently pursue tax exemption for all such real property.

G. Environmental Indemnification. CenterPoint shall assign to the Village, and the Village agrees to accept, the Memorandum of Agreement between JADA, the Owner and others in lieu of any further environmental indemnifications. CenterPoint shall name the Village as an additional insured on the environmental liability insurance policy that it intends to purchase.

**Section 43. Maple Hill Cemetery.**

CenterPoint shall, upon completion of all grading and site balancing, donate to the Maple Hill Cemetery Association not to exceed five (5) acres adjacent to the existing Maple Hill

Cemetery south of Drummond Road. The exact location of the donation shall be at CenterPoint's discretion. If requested by the Association prior to completion of site balancing, CenterPoint shall construct a berm on the land to be donated, including seeding.

#### Section 44. Property Owners' Associations.

CenterPoint shall form one or more property owners' associations for the management and maintenance of any private streets (including street lights and sidewalks), stormwater detention or common open space amenities within any portion of the Subject Property. Each such association shall be provided for by appropriate declaration of covenants, conditions and restrictions for the particular parcel of the Subject Property affected. No such declaration of covenants, conditions, easements and restrictions shall contain any provisions inconsistent with this Agreement, or with any provisions of any ordinance or regulation of the Village, unless modified by this Agreement. Further, the associations shall reimburse the Village for costs <sup>KCS</sup> associated with providing the special services provided in Section 31. CenterPoint shall retain primary obligation to maintain all areas provided for in this Section.

#### Section 45. Interim Uses.

The Subject Property may, until developed, be used for agricultural purposes (but not livestock operations), grasslands or prairie lands. In addition, any other lawful use existing on the Subject Property as of the date of this Agreement (to the extent not inconsistent with other obligations of CenterPoint hereunder) may continue until such use is discontinued. All interim uses (including existing interim uses as are permitted herein to continue) shall be subject to reasonable regulation by the Village, and no such use shall be operated so as to create a nuisance or cause damage to any property within or adjacent to the Subject Property, provided, however, that the

Village agrees that a lawful agricultural use (but not livestock operations) of any portion of the Subject Property shall not be deemed by the Village to be a nuisance. CenterPoint shall be entitled to utilize such portion of the Subject Property as it deems appropriate as a construction yard and construction headquarters during the term of this Agreement (but not within 250 feet of any occupied residential building located off the Subject Property), and shall be entitled to park construction or earth moving equipment, place temporary buildings or structures on such parcels and place construction trailers or related vehicles and equipment in connection with such uses, except in the Residential Protection Zone as provided in the Text Amendment and depicted on the Concept Plan. Temporary (being defined as the period of time during which the Subject Property is being developed) outdoor storage of construction materials or supplies shall be permitted. Any interim use of the identified locations for a construction yard and construction headquarters shall not be permitted in the Residential Protection Zone and shall terminate when development and construction of the Subject Property is completed and may be used for the purposes specified only by CenterPoint or its successor developers. The existing farm house located on the Steffes Farm may be used as a marketing or sales center for the project, or as office space or similar use for the term of this Agreement. CenterPoint may continue to use the existing farmhouse well and septic system, and to make necessary repairs thereto irrespective of whether alternate facilities are then available.

#### Section 46. Provisional Occupancy Permits.

The Village shall grant provisional occupancy permits for individual industrial or railroad buildings between November 1st and June 15th if weather prevents CenterPoint from completing the following work for any such building (it being understood that if other work remains to be done, no occupancy permit, provisional or otherwise, will be issued):

- A. The asphalt or concrete has not been poured for any sidewalk or internal driveway, provided a temporary stone driveway has been installed;
- B. Final grading;
- C. Landscaping

As a condition of the issuance of any such provisional occupancy permit, CenterPoint shall provide the Village with a timetable for completion of the outstanding work, which timetable shall be deemed a part of the provisional occupancy permit. No bond or cash escrow shall be required in connection with any provisional occupancy permit as herein provided. Such provisional occupancy permit shall expire six months from the date of issuance, subject to force majeure.

**Section 47. Enforceability of the Agreement; Violations; Remedies.**

- A. This Agreement shall be enforceable in any court of competent jurisdiction by any of the parties by an appropriate action at law or in equity to secure the performance of the provisions and covenants herein described.
- B. Any violation of this Agreement by Owner or Developer 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 the Army, Owner or Developer to the remedy of specific performance, and/or any other remedy available at law or in equity.
- 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 30 day period in which to cure the violation unless a different time period is provided in this Agreement.

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 48. Reimbursement of Village Professional Fees and Other Expenses.**

A. To Effective Date of Agreement.

CenterPoint has heretofore executed a Professional Fee Agreement with the Village including a Rider (the "Fee Agreement"), providing for the reimbursement to the Village of its professional fees and related expenses incurred in connection with the review and approval of this Agreement and the proposed development of the Subject Property.

B. From and After Effective Date of Agreement.

1. Upon execution of this Agreement, the Fee Agreement shall terminate and any balance of deposits thereunder shall be returned to CenterPoint. Provided, however, that the Fee Agreement shall continue as to all fees and costs incurred by the Village in connection with the negotiation and execution of the Redevelopment Agreement, the DCCA Loan Agreement and related matters, and the formation of the Special Service Areas.

2. Except as otherwise provided in this Agreement, CenterPoint shall reimburse the Village for review fees including outside consultants, engineering professional fees and related expenses, incurred by the Village in the review and approval of buildings, site plans and engineering plans to be constructed on the Subject Property. The hourly rate and charges, staffing requirements and other schedule of fees, if applicable, shall be reasonable and shall be submitted to CenterPoint prior to commencement of services by such consultants.

Notwithstanding any other provisions of Village ordinances, any outside professional fees of the Village in connection with this Agreement incurred after the date hereof shall be paid as follows:

1. All fees, costs and expenses for which reimbursement is sought by the Village shall be reasonable. The Village agrees to require all outside professionals for whom reimbursement is sought pursuant to this Agreement to render statements to the Village on a monthly basis and such statements shall be provided to CenterPoint and its attorney within seven (7) days after receipt and at least fourteen (14) days prior to any meeting at which the Village proposes to approve such statements for payment. CenterPoint shall have the right to object in writing to any fees, costs or expenses which, in CenterPoint's view, are not appropriate or reasonable within ten days after receipt

of a statement from the Village and the Village agrees to discuss in good faith any objections by CenterPoint prior to payment.

2. If CenterPoint has no objection to any statements furnished pursuant to paragraph 1 above, CenterPoint shall forward payment of same to the Village Clerk in order to maintain any subdivision fee deposit at the level provided by Ordinance.

3. If requested by CenterPoint, the Village and CenterPoint shall agree on a written scope of work, including staffing, hourly charges, expenses and a good faith estimate of time to be expended, for any non-legal professional outside consultants retained by the Village.

4. Outside non-legal professional fees shall be comparable to those charged in other Will County municipalities.

C. Third Party Proceedings.

In the event that any third party or parties institute any legal proceedings against CenterPoint and/or 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 CenterPoint did not contribute), then, in such event, CenterPoint 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; provided, however,

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

- (3) If the Village, in its sole discretion, determines there is, or there may probably be, a conflict of interest between the Village and CenterPoint 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. In such event, the maximum amount payable hereunder shall be \$50,000.00.
- (4) This indemnity shall terminate two years from the date of annexation of the Subject Property by the Village, but shall extend to any actions filed within one year from the date of annexation.

**Section 49. Conditions Precedent to Performance; Termination of Agreements Under Certain Conditions.**

A. Financial Obligations of CenterPoint.

CenterPoint's obligations under this Agreement, the Term Sheet and/or the Redevelopment Agreement shall be expressly conditioned upon execution of the Redevelopment Agreement and closing on the purchase of the Joliet Arsenal portion of the Subject Property. Conditions precedent to execution of the Redevelopment Agreement shall be as follows:

- (1) Receipt of the DCCA Loan on terms and conditions mutually satisfactory to the Village and CenterPoint;
- (2) Receipt of a commitment satisfactory to CenterPoint for IDOT Funds;
- (3) Receipt of a deed from the DOA for the rail corridors contemplated in Section 9 of this Agreement and successful transfer of the Exchange Parcel;

(4) Receipt of approval of CenterPoint's wetland mitigation program for the Subject Property, including the parcels to be acquired from the DOA.

Upon execution of the Redevelopment Agreement and closing by CenterPoint on the Joliet Arsenal portion of the Subject Property (the "Commencement Date"), CenterPoint's obligations shall be as follows:

1. At the Commencement Date, CenterPoint shall pay to the Village the sum of \$150,000 plus the Village's pro rata amount of Administrative Costs as provided in the Term Sheet;
2. At the Commencement Date, CenterPoint shall approve, as Project Manager or otherwise, and commit to support, a draw of \$3,300,000 from the DCCA Loan for improvements to the Village's existing water and sewer lines and the construction of a lift station or gravity sewer line to transmit sewage from approximately Route 53 and Mississippi Street to the new treatment plant;
3. On the First Anniversary of the Commencement Date (or January 2, 2001 if in CenterPoint's sole judgment a satisfactory release waiving any challenge to the annexation of the Subject Property, this Agreement, the Economic Development Project Area, ordinances implementing the Area and adopting tax increment allocation financing and the Redevelopment Agreement has been received from all taxing districts with standing and authority to challenge the same, and from the State's Attorney of Will County, waiving all such claims, and no litigation relative thereto is presently pending), CenterPoint shall pay the sum of \$2,400,000 to Elwood Elementary School District 203 and shall pay the sum of \$900,000 to the Village. CenterPoint shall pay the remaining \$2,550,000 to the Village in three quarterly installments beginning fifteen (15) months from the Commencement Date.

4. CenterPoint shall donate, dedicate, transfer or convey the Village Hall site, the Park site, and all other property provided in Section 42 of this Agreement within sixty (60) days of the Commencement Date. CenterPoint shall donate, dedicate, transfer or convey the property to the Maple Hill Cemetery Association provided in Section 43 of this Agreement on or before January 2, 2001.

B. Termination of Agreements by CenterPoint.

.. In the event that CenterPoint has been unable within ninety (90) days of the Commencement Date, despite the best efforts (as determined by CenterPoint in its sole discretion) to obtain the necessary financing for the development of the Subject Property, including but not limited to the DCCA Loan and/or IDOT Funds, or is unable, due to market conditions (as determined by CenterPoint in its sole discretion) to proceed with all or any of the development contemplated by this Agreement, CenterPoint may elect to terminate this Agreement and the Redevelopment Agreement, and CenterPoint shall have no further obligation to pay money or support loan payments, except as to funds already paid or drawn as of said termination.

CenterPoint shall have the right to terminate the Redevelopment Agreement at any time prior to the first anniversary of the Commencement Date if, in CenterPoint's sole discretion, litigation shall be pending in, or judgment entered by, a court of competent jurisdiction relative to the alleged invalidity of the Economic Development Project Area, the Redevelopment Agreement, or the ordinances implementing the same, in which event all further financial obligations of CenterPoint shall cease except as to funds irrevocably committed as provided above. *PP Notwithstanding*

Section 50. Environmental Remediation.

*any of the foregoing, in the event CenterPoint elects*

*52 to terminate the Redevelopment Agreement as provided in this Section, CenterPoint shall pay a breakup fee to the Village of \$150,000 upon such termination.*

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

**Section 51. 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 52. Supersession of Existing Village Ordinances or Regulations.**

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

**Section 53. Term of this Agreement.**

This Agreement shall be binding upon all parties and their successors and assigns for a term of 20 years from the date of the execution of this Agreement by the Village in accordance

with the Village's home rule powers, or for any extended time that may be validly agreed to by amendment.

**Section 54. Binding Effect of Agreement.**

This Agreement and all exhibits thereto incorporated by reference, shall be binding upon the parties hereto and their respective successors and assigns.

**Section 55. Modifications to Plan of Development.**

The parties recognize that full development of the Subject Property may take many years because of the size and scope of the development. Accordingly, the parties also recognize that it is impossible to foresee future market and development trends. To that end, the parties agree that Owner or Developer or their successors may at any time after the expiration of ten years of the date of execution of this Agreement petition the corporate authorities for modifications to this Agreement, or the I-4 Industrial Zoning and Concept Plan approval granted pursuant hereto, including changes in uses (but excluding the Residential Protection Zone depicted on Exhibit "C"). In reviewing any such request for modification, the Village shall not have an absolute right to reject such modification based upon this Agreement but shall consider such modification request in light of existing legal and constitutional standards for any zoning change.

**Section 56. 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 57. Title Evidence - Disclosure of Parties in Interest.**

CenterPoint shall, prior to approval by the Village of the zoning of the Subject Property, and prior to annexation, provide the Village with an affidavit or valid title policy or commitment for title insurance showing that title to the Subject Property is held by the Army, Owner or Developer, or by an entity owned or controlled by CenterPoint.

**Section 58. 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, express mail 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 Owner or Developer:**

CenterPoint Properties Trust  
c/o Paul Fisher, Esq.  
1808 Swift Drive  
Oakbrook, Illinois 60523-1501

with a copy to:

Kenneth C. Shepro, Esq.  
Altheimer & Gray  
10 South Wacker Drive  
Suite 4000  
Chicago, Illinois 60606-7482

and:

Kevin P. Breslin, Esq.  
Katz Randall & Weinberg  
333 West Wacker Drive  
Suite 1800  
Chicago, Illinois 60606

**If to the Village:**

Honorable James E. Clementi  
Village President  
Village of Elwood  
P.O. Box 435  
Elwood, Illinois 60421

with a copy to:

Patricia Buchenau  
Village Clerk  
Village of Elwood  
P.O. Box 435  
Elwood, Illinois 60421

and copies to:

Edward P. Graham, Esq.  
Law Offices of Edward P. Graham, Ltd.  
1112 South Washington Street  
Naperville, Illinois 60540

and

David J. Silverman, Esq.  
Mahoney, Silverman & Cross, Ltd.  
2701 Black Road  
Suite 200  
Joliet, Illinois 60435

**If to the Army:**

Chief, Real Estate Division  
U.S. Army Corps of Engineers  
Real Estate Division  
Louisville District  
600 Martin Luther King Jr. Place  
P.O. Box 59  
Room 137  
Louisville, Kentucky 40201-0059

and

Commander's Representative  
Joliet Army Ammunition Plant  
29401 S. Route 53  
Wilmington, Illinois 60481-8879

**Section 59. 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 60. 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 Plan of Development requires the continued cooperation and best efforts of all parties.

**Section 61. Recording.**

This Agreement and all exhibits thereto (or a memorandum hereof), 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 CenterPoint on any final plat of subdivision for any portion of the Subject Property prior to its recording.

**Section 62. 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 of the Village unless otherwise expressly provided 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 63. 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 64. 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 65. 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 66. Conflict with Text and Exhibits.**

In the event of a conflict in the provisions of the text of this Agreement and exhibits attached hereto, the text of the Agreement shall control and govern, except with respect to the Text Amendment, Concept Plan and Term Sheet attached hereto as Exhibits "B", "C" and "D" which shall prevail over any more general language contained in the text of this Agreement.

**Section 67. 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 68. Definition of "Village."**

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

**Section 69. Execution of Agreement; Effective Date.**

This Agreement shall be signed last by the Village and the President of the Village shall affix the date on which he signs this Agreement on page one hereof, which date shall be the Effective Date of this Agreement.

**Section 70. Corporate Capacities.**

The parties acknowledge that the corporate authority of the Village have approved and the Village 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 in connection with the execution and implementation of this Agreement.

IN WITNESS WHEREOF, the Village, the Army, Owner, Developer and CenterPoint 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:

James E. Clementi

James E. Clementi  
Village President

ATTEST:

Patricia Buchanan

Patricia Buchanan  
Village Clerk

[Seal]



**CENTERPOINT INTERMODAL L.L.C.,**  
an Illinois limited liability company

By:

Michael M. Mullen

Michael M. Mullen  
Manager

ATTEST:

Paul S. Fisher

Paul S. Fisher  
Secretary

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 **James E. Clementi**, personally known to me to be the Village President of the **Village of Elwood**, a municipal corporation, and **Patricia Buchenau**, 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 Village 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 Board of Trustees 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 12TH day of JUNE, 2000.

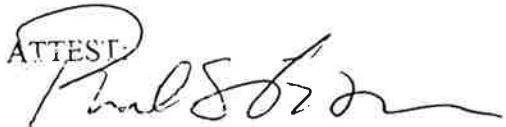
  
\_\_\_\_\_  
Notary Public



**CENTERPOINT REALTY SERVICES, INC.,**  
an Illinois corporation

By:

  
Michael M. Mullen  
President

ATTEST:  


Paul S. Fisher  
Secretary

**CENTERPOINT PROPERTIES TRUST,**  
a Maryland Real Estate Investment Trust

By:

  
Michael M. Mullen  
Chief Operating Officer

ATTEST:  


Paul S. Fisher  
Secretary

THE UNITED STATES OF AMERICA

By:

Robert E. Stockbower  
Robert E. Stockbower  
Colonel, Corps of Engineers  
Commander and District Engineer

ATTEST:

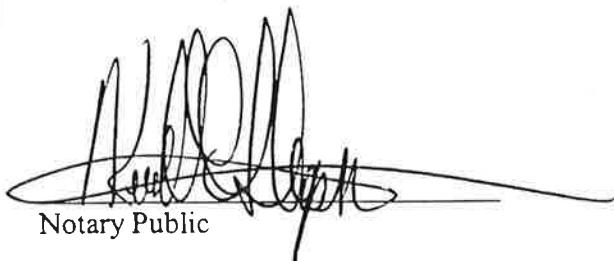
(487657.14)

STATE OF ILLINOIS      )  
                            ) ss.  
COUNTY OF DUPAGE      )

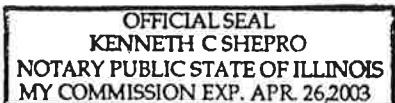
ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for the County and State aforesaid, **DO HEREBY CERTIFY** that the above-named Michael M. Mullen and Paul S. Fisher, personally known to me to be the Chief Operating Officer and Secretary, respectively, of **CenterPoint Properties Trust**, a Maryland Real Estate Investment Trust, 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 Trust, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 12th day of JUNE, 2000.



Notary Public

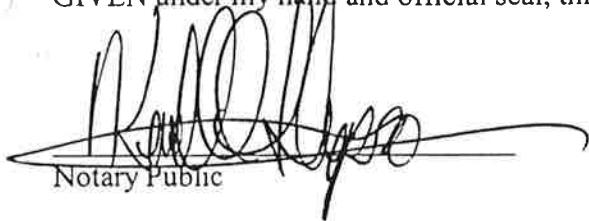


STATE OF ILLINOIS      )  
                            ) ss.  
COUNTY OF DUPAGE      )

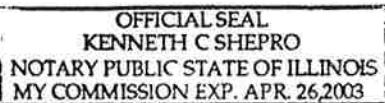
**ACKNOWLEDGMENT**

I, the undersigned, a Notary Public, in and for the County and State aforesaid, **DO HEREBY CERTIFY** that the above-named Michael M. Mullen and Paul S. Fisher, personally known to me to be one of the Managers and Secretary, respectively, of **CenterPoint Intermodal L.L.C.**, an Illinois limited liability company, 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 Trust, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 12th day of June, 2000.



Notary Public

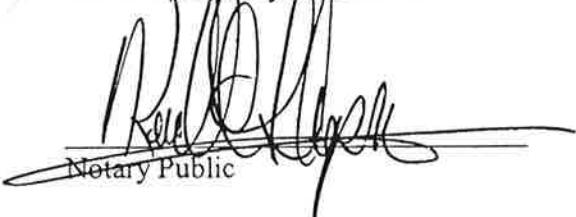


STATE OF ILLINOIS      )  
                            ) ss.  
COUNTY OF DUPAGE      )

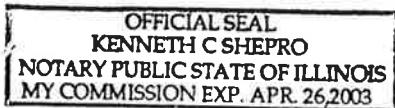
ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for the County and State aforesaid, **DO HEREBY CERTIFY** that the above-named Michael M. Mullen and Paul S. Fisher, personally known to me to be the President and Secretary, respectively, of **CenterPoint Realty Services, Inc.**, an Illinois 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 Trust, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 12th day of June, 2000.



Notary Public



COMMONWEALTH OF KENTUCKY )  
                                 ) ss.  
COUNTY OF JEFFERSON       )

ACKNOWLEDGMENT

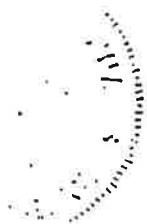
I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named **ROBERT E. SLOCKBOWER**, personally known to me to be the Colonel, Corps of Engineers, Commander and District Engineer, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, and the free and voluntary act of the **UNITED STATES OF AMERICA**, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 12<sup>th</sup> day of June, 2000.



\_\_\_\_\_  
Notary Public

Notary Public, State at Large, KY  
My commission expires July 16, 2002



(497857-14)

## EXHIBIT A

### Legal Description of Subject Property

#### PARCEL 1 (Steffes Farm):

THAT PART OF SECTIONS 29 AND 30 IN TOWNSHIP 34 NORTH RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 30; THENCE SOUTH ALONG THE EAST LINE OF THE NORTHEAST QUARTER TO A POINT WHICH IS 630.30 FEET NORTH OF THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SAID NORTHEAST QUARTER OF SECTION 30; SAID POINT BEING THE NORTHEAST CORNER OF THE LAND CONVEYED BY A DOCUMENT NO. R95-9474, THENCE WEST ALONG A LINE PERPENDICULAR TO SAID EAST LINE, SAID LINE ALSO BEING THE NORTH LINE OF THE LAND CONVEYED BY SAID DOCUMENT NO. R95-9474, A DISTANCE OF 350.00 FEET; THENCE SOUTH ALONG A LINE PARALLEL WITH THE SAID EAST LINE OF THE NORTHEAST QUARTER SAID LINE ALSO BEING THE WEST LINE OF THE LAND CONVEYED BY SAID DOCUMENT NO. R95-9474, A DISTANCE OF 608.28 FEET TO THE CENTERLINE OF MISSISSIPPI AVENUE; THENCE EASTERLY ALONG SAID CENTERLINE OF MISSISSIPPI AVENUE TO THE AFORESAID EAST LINE OF THE NORTHEAST QUARTER THENCE SOUTH ALONG SAID EAST LINE 40.00 FEET TO THE SOUTH LINE OF MISSISSIPPI AVENUE AS ESTABLISHED IN THE ORIGINAL VILLAGE OF ELWOOD; THENCE WESTERLY ALONG THE SAID SOUTH LINE OF MISSISSIPPI AVENUE AS EXTENDED FROM ORIGINAL VILLAGE OF ELWOOD 210.00 FEET; THENCE SOUTH ALONG A LINE PARALLEL WITH THE AFORESAID EAST LINE OF THE NORTHEAST QUARTER TO THE SOUTH LINE OF SAID NORTHEAST QUARTER; THENCE EAST ALONG SAID SOUTH LINE 210.00 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF AFORESAID SECTION 29; THENCE SOUTH ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER TO THE SOUTH LINE OF THE NORTH 100.00 FEET OF SAID SOUTHWEST QUARTER; THENCE EAST ALONG SAID SOUTH LINE TO THE WESTERLY RIGHT-OF-WAY LINE OF THE CHICAGO AND ALTON RAILROAD COMPANY (ALSO KNOW AS THE G,M AND O RAILROAD); THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO THE NORTH LINE OF THE SOUTH 50.00 FEET OF THE SOUTHEAST QUARTER OF THE AFORESAID SECTION 30; THENCE WEST ALONG SAID NORTH LINE 111.84 FEET TO THE EAST LINE OF LAND DESCRIBED IN WARRANTY DEED RECORDED AS DOCUMENT NO. R70-111; THENCE NORTH ALONG SAID EAST 200.00 FEET TO THE NORTH LINE OF SAID LAND DESCRIBED IN DOCUMENT NO. R70-111; THENCE WEST ALONG SAID NORTH LINE 200.00 FEET TO THE WEST LINE OF SAID LAND DESCRIBED IN DOCUMENT NO. R70-111; THENCE SOUTH ALONG SAID WEST LINE 200.00 FEET TO THE AFORESAID NORTH LINE OF THE SOUTH 50.00 FEET OF THE SOUTHEAST QUARTER OF SECTION 30; THENCE SOUTH ALONG SAID WEST LINE 200.00 FEET TO THE AFORESAID NORTH LINE OF THE SOUTH 50.00 FEET OF THE

SOUTHEAST QUARTER OF SECTION 30; THENCE WEST ALONG SAID NORTH LINE AND WEST ALONG THE NORTH LINE OF THE SOUTH 50.00 FEET OF THE SOUTHWEST QUARTER OF SAID SECTION 30, TO THE EASTERLY LINE OF LAND DESCRIBED IN WARRANTY DEED RECORDED AS DOCUMENT NO. R73-25241; THENCE NORTHWESTERLY ALONG SAID EASTERLY LINE TO THE EASTERLY RIGHT-OF-WAY LINE OF DIAGONAL ROAD (ALSO KNOWN AS JOLIET ROAD); THENCE NORtherly ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO THE SOUTHERLY LINE OF LAND DESCRIBED IN TRUSTEE'S DEED RECORDED AS DOCUMENT NO. R95-55258; THENCE SOUTH 70 DEGREES 57 MINUTES 05 SECONDS EAST ALONG SAID SOUTHERLY LINE 230.30 FEET TO THE EASTERLY LINE OF SAID LAND DESCRIBED IN DOCUMENT NO. R95-55258; THENCE NORTH 19 DEGREES 02 MINUTES 55 SECONDS EAST ALONG SAID EASTERLY LINE 257.66 FEET TO THE CENTERLINE OF THE U.S. GOVERNMENT SPUR TRACK; THENCE NORTH 58 DEGREES 10 MINUTES 44 SECONDS WEST ALONG SAID CENTERLINE 236.30 FEET TO THE AFORESAID EASTERLY RIGHT-OF-WAY LINE OF DIAGONAL ROAD; THENCE NORtherly ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO THE NORTH LINE OF THE AFORESAID NORTHEAST QUARTER OF SECTION 30; THENCE EAST ALONG SAID NORTH LINE TO THE POINT OF BEGINNING; ALL SITUATED IN JACKSON TOWNSHIP, WILL COUNTY, ILLINOIS.

**PARCEL 2 (Joliet Arsenal):**

THAT PART OF SECTION 30, IN TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF SECTIONS 24, 25, 26, 35, AND 36 IN TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF AFORESAID SECTION 30; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 30 TO THE EASTERLY RIGHT-OF-WAY LINE OF DIAGONAL ROAD; THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO A POINT 2212.19 FEET NORTH OF, AS MEASURED PERPENDICULAR TO, THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 30; THENCE SOUTH 88 DEGREES 06 MINUTES 29 SECONDS WEST, 1019.40 FEET, TO THE WESTERLY LINE OF THE EASEMENT GRANTED TO COMMONWEALTH EDISON COMPANY, PER DOCUMENT NO. R74-19438; THENCE SOUTH 87 DEGREES 56 MINUTES 32 SECONDS WEST, 1366.17 FEET, TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 30, SAID POINT BEING 2222.41 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE CONTINUING SOUTH 87 DEGREES 56 MINUTES 32 SECONDS WEST, 2641.65 FEET, TO THE WEST LINE OF THE EAST HALF OF AFORESAID SECTION 25; THENCE SOUTH 1 DEGREE 51 MINUTES 37 SECONDS EAST, ALONG SAID WEST LINE, 2219.56 FEET, TO THE SOUTHWEST CORNER OF THE EAST HALF OF SAID SECTION 25; THENCE NORTH 87 DEGREES 54 MINUTES 15 SECONDS EAST, ALONG THE SOUTH LINE OF THE EAST HALF OF SAID SECTION 25, 1409.78 FEET; THENCE SOUTH 10 DEGREES 22 MINUTES 23 SECONDS WEST, 754.21 FEET; THENCE SOUTH 55

DEGREES 56 MINUTES 16 SECONDS WEST, 1474.44 FEET, TO THE WEST LINE OF THE EAST HALF OF AFORESAID SECTION 36, SAID POINT BEING 1517.03 FEET SOUTH OF THE NORTHWEST CORNER OF THE EAST HALF OF SAID SECTION 36; THENCE SOUTHERLY ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 36 TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36; THENCE WESTERLY ALONG SAID SOUTH LINE AND WESTERLY ALONG THE SOUTH LINE OF THE AFORESAID SECTION 35 TO A LINE PARALLEL WITH AND 25 FEET EASTERLY OF THE EXISTING PAVEMENT CENTER OF WEST T.N.T ROAD; THENCE NORTHERLY ALONG SAID PARALLEL LINE TO THE INTERSECTION WITH A LINE 25 FEET SOUTHERLY OF AND PARALLEL WITH THE EXISTING PAVEMENT CENTER OF DRUMMOND ROAD; THENCE EASTERLY ALONG SAID PARALLEL LINE TO THE WEST LINE OF THE NORTHWEST QUARTER OF AFORESAID SECTION 25; THENCE NORTHERLY ALONG SAID WEST LINE AND NORTHERLY ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF AFORESAID SECTION 24 TO THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 24; THENCE EASTERLY ALONG SAID NORTH LINE TO THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTHERLY ALONG SAID EAST LINE TO THE NORTH LINE OF THE NORTHEAST QUARTER OF THE AFORESAID SECTION 25; THENCE EASTERLY ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID SECTION 25; THENCE NORTHERLY ALONG THE RANGE LINE 6.60 FEET TO THE POINT OF BEGINNING EXCEPTING THEREFROM THAT PART OF THE NORTH HALF OF AFORESAID SECTION 30 CONVEYED FOR CEMETERY PURPOSES BY DEEDS RECORDED IN BOOK 66, PAGE 102, AS DOCUMENT NO. 39953, AND IN BOOK 578, PAGE 106 AS DOCUMENT NO. 334629, ALL SITUATED IN CHANAHON AND JACKSON TOWNSHIPS, WILL COUNTY, ILLINOIS, containing 1801.379 acres more or less.