

VILLAGE OF MINOOKA

ORDINANCE NO. 25-24

AN ORDINANCE AUTHORIZING THE
EXECUTION OF ANNEXATION AND DEVELOPMENT AGREEMENT
(Equinix)

ADOPTED BY THE
BOARD OF TRUSTEES OF THE
VILLAGE OF MINOOKA

THIS 23rd DAY OF September, 2025

Published in pamphlet form by authority of the Board of Trustees of the Village of Minooka,
Will County, Grundy County and Kendall County, Illinois, this 23rd day of
September, 2025.

Prepare by and return to:
Christian G. Spesia
SPESIA & TAYLOR
1415 Black Road
Joliet, Illinois 60435
(815) 726-4311

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EXECUTION OF AN ANNEXATION AND DEVELOPMENT AGREEMENT
(Equinix)**

WHEREAS, it is in the best interests of the Village of Minooka that a certain Annexation and Development Agreement ("Agreement") pertaining to approximately 373 acres located North of Interstate 80, East of Ridge Road and bordered by Wildy Road to the North, Wabena Avenue to the East and Interstate 80 to the South (excluding the Southeast Corner of Holt and Ridge Road), in Seward Township, Kendall County, Illinois, be entered into (the Development Property is legally described in the Agreement); and

WHEREAS, the Agreement has been prepared and is attached hereto and incorporated herein by reference; and

WHEREAS, the unincorporated property or Annexation Property described in the Agreement consisting of approximately 224.32 acres, is presently contiguous to Village boundaries; and

WHEREAS, Equinix, Inc., the Contract Purchaser/Developer of the Development Property is ready, willing and able to enter into said Agreement and to perform the obligations as required hereunder once Developer has closed on the Development Property; and

WHEREAS, it is the intent of the Developer to develop the Development Property for a secured Data Center Campus and such other uses as may be permitted by Village Ordinances and the Agreement (the "Development"); and

WHEREAS, the Parties desire to enter into this Agreement with respect to the Incorporated Property described in the Agreement, pursuant to the Village's authority to contract in Article VII, Section 10(a) of the Illinois Constitution and authority in the Illinois Municipal Code (65 ILCS 5/1-1-1 et seq.), to approve the zoning and subdivision of the Incorporated Property and to provide for the construction of sewer and water facilities, acceptance of road dedications, and improvement of streets in the Incorporated Property; and

WHEREAS, the Illinois Municipal Code authorizes the Corporate Authorities to appropriate and expend funds for economic development purposes (see 65 ILCS 5/8-1-2.5) and for the promotion of economic development within the Village, the Corporate Authorities find that the Development and specifically the Municipal Electric Use Taxes to be generated by the Development will benefit economic development within the Village, and the Agreement authorizes the Corporate Authorities to appropriate and expend a portion of the Municipal Electric Use Taxes to be generated by the Development, back to the Developer; and

WHEREAS, the statutory procedures provided in Division 15.1 of Article 11 of the Illinois Municipal Code, as amended, 65 ILCS 5/11-15.1-1, for the approval of the Annexation and Development Agreement have been fully complied with, including the hearing before the Village Board on September 23, 2025 after publication as required by Statute.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BY THE BOARD OF TRUSTEES OF THE VILLAGE OF MINOOKA, WILL COUNTY, GRUNDY COUNTY AND KENDALL COUNTY, ILLINOIS AS FOLLOWS:

SECTION 1. The Corporate Authorities hereby find that all of the recitals contained in the preamble to this Ordinance are true, correct and complete and are hereby incorporated by reference thereto and made a part hereof.

SECTION 2. The form, terms and provisions of the Annexation and Development Agreement are hereby in all respects approved, and the Village President is hereby authorized and directed to execute, and the Village Clerk is directed to attest, the Annexation and Development Agreement in the name of and on behalf of the Village.

SECTION 3. The Annexation and Development Agreement as executed and drafted shall be substantially in the same form as it is now before this meeting and is hereby approved.

SECTION 4. From and after the execution and delivery of the Annexation and Development Agreement, the officers, agents and the employees of the Village are hereby authorized, empowered and directed to perform all such acts and things and the execution of all such documents as may be necessary to carry out the intent and accomplish the purposes of this ordinance and to comply with and make effective the provisions of the Annexation Agreement, as executed.

SECTION 5. In the event that any provision or provisions, or portion or portions of this Ordinance shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provisions or portions of this Ordinance that may be given effect without such invalid or unenforceable provision or provisions, portion or portions.

SECTION 6. All ordinances or parts of ordinances conflicting with any of the provisions of this Ordinance shall be and the same are hereby repealed.

SECTION 7. The Village Clerk is hereby directed to publish this Ordinance in pamphlet form and to record this Ordinance and the executed Annexation and Development Agreement against the Development Property contingent upon the Developer's closing on the purchase of the Development Property.

SECTION 8. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law and contingent upon the Developer's closing on the purchase of the Development Property.

PRESENTED and passed by the Board of Trustees on a roll call vote on the 23rd day of September 2025 with 5 Trustees voting aye, 0 Trustees voting nay, 0 Trustees abstaining, and with 1 Trustees absent, President OFFERMAN voting aye; said vote being: MARTIN aye, THOMPSON aye, MARTINEZ aye, WHITE aye, MASON aye, and STELL absent


Orsola Filus, Village Clerk

APPROVED this 23rd day of September, 2025.


Frederic Offerman, Village President

ATTEST:


Orsola Filus, Village Clerk

**ANNEXATION AND
DEVELOPMENT AGREEMENT
(Equinix)**

ANNEXATION AND DEVELOPMENT AGREEMENT

This Annexation and Development Agreement (hereinafter referred to as "Agreement" or "Annexation Agreement") is made and entered into this 23rd day of September, 2025 ("Effective Date"), by and between the **VILLAGE OF MINOOKA**, an Illinois Municipal Corporation (hereinafter referred to as "Village"), and **EQUINIX HYPERSCALE 3 (CH8) LLC**, a Delaware limited liability company, and **EQUINIX LLC**, a Delaware limited liability company (hereinafter collectively referred to as "Developer"). The Village and the Developer are hereinafter sometimes individually referred to as a "Party" and collectively referred to as the "Parties."

Witnesseth:

WHEREAS, the Developer is the contract purchaser of the property legally described on **Exhibit A**, "Legal Description of Development Property," attached hereto and incorporated herein by reference. The property legally described on **Exhibit A** is sometimes hereinafter referred to as the "Development Property"; and

WHEREAS, the Developer has entered into a contract with the owners of record (collectively "Owners") to purchase legal title to the Development Property from the Owners; and

WHEREAS, the Development Property consists of approximately 374.07 acres and includes approximately 149.75 acres that were previously annexed to the Village and is referred to herein as the "Incorporated Property" and is legally described on **Exhibit B**; and

WHEREAS, the unincorporated portion of the Development Property is depicted and legally described and depicted on **Exhibit C** ("Plat of Annexation") attached hereto and incorporated herein by reference and referred to as the "Plat of Annexation" (the "Annexation Property"); and

WHEREAS, the Annexation Property consists of approximately 224.32 acres, is presently situated in the unincorporated area of Seward Township, Kendall County, Illinois and is not within the corporate limits of any incorporated municipality; and

WHEREAS, as proof of ownership of the Development Property, the Developer has provided the Village with title commitments and the ownership findings are attached hereto as **Exhibit D** and incorporated herein by reference, which shows that title to the Development Property is vested in the Owners and is not subject to mortgages, liens, or other security interests of record beyond those shown on the title commitments; and

WHEREAS, the Annexation Property has not previously been annexed to any municipality and is currently contiguous to the corporate boundaries of the Village, petitions for Annexation have been filed with the Village pursuant to Chapter 65, Section 5/7-1-8, Illinois Compiled Statutes, as amended, executed by the Owners of the

Annexation Property, the Annexation Property lies within the planning jurisdiction of the Village, and is identified in the Village's Comprehensive Plan for Development within the corporate limits of the Village; and

WHEREAS, there are four (4) electors ("Electors") residing within the Annexation Property, and the Electors have executed petitions for annexation with the Village; and

WHEREAS, concurrent with its acquisition of title from the Owners, the Developer is desirous of annexing the Annexation Property to the Village pursuant to the terms and conditions hereinafter set forth; and

WHEREAS, it is the intent of the Developer to develop the Development Property with a secured data center campus and such other uses as may be permitted by all applicable Village ordinances and the terms of this Agreement (the "Development"), and in furtherance thereof, Developer has petitioned the Village to rezone the Development Property to the Data Center Zoning District upon annexation of the Annexation Property, to permit said Development subject to the preliminary and the final approvals as defined herein; and

WHEREAS, the Illinois Municipal Code authorizes the Corporate Authorities to appropriate and expend funds for economic development purposes (see 65 ILCS 5/8-1-2.5) and for the promotion of economic development within the Village, the Corporate Authorities find that the Development and specifically the Municipal Electric Use Taxes to be generated by the Development will benefit economic development within the Village, and the Corporate Authorities hereby authorize the appropriation and expenditure of a portion of the Municipal Electric Use Taxes to be paid by users of the Development Property back to Developer as set forth herein; and

WHEREAS, the Parties desire to enter into this Agreement with respect to the annexation of the Annexation Property, pursuant to Chapter 65, Section 5/11-15.1-1, et. seq., Illinois Compiled Statutes, as amended; and

WHEREAS, the Parties desire to enter into this Agreement with respect to the Development Property pursuant to applicable law, including, without limitation, the Village's authority to contract in Article VII, Section 10(a) of the Illinois Constitution and authority in the Illinois Municipal Code (65 ILCS 5/1-1-1 et seq.), and to thereby to approve the zoning and subdivision of the Development Property and to provide for the construction sewer and water facilities, acceptance of road dedications, and improvement of streets in the Development Property; and

WHEREAS, all public hearings, as required by law, have been held by the Village of Minooka Planning and Zoning Commission ("PZC") on (a) the requested rezoning of the Development Property to the Data Center District and (b) the requested conditional permitted use for a preliminary planned unit development, including certain variances and deviations from the Village's zoning and subdivision regulations (collectively, "Zoning Requests"), for the portion of the Development Property located north of Holt Road

("North Property") and the recommendations made by said PZC relative to said Zoning Requests have been forwarded to the Corporate Authorities of the Village; and

WHEREAS, the PZC has also considered the requested Preliminary Planned Unit Development Subdivision Plat ("Preliminary PUD Plat") for the North Property and the recommendation made by the PZC relative to such Preliminary PUD Plat has been forwarded to the Corporate Authorities of the Village; and

WHEREAS, all public hearings, as required by law have been held by the Corporate Authorities of the Village upon all matters covered by this Annexation Agreement, including, but not limited to a public hearing before the Corporate Authorities concerning this Annexation Agreement and its effect upon the Village and its ordinances, resolutions, codes, rules, regulations, guidelines, and procedures; and

WHEREAS, the Village does not provide fire protection or public library services within its corporate boundaries. Therefore, no notices are required to any fire protection or library districts pursuant to the provisions of Chapter 65, Section 5/7-1-1, Illinois Compiled Statutes, as amended; and

WHEREAS, because Holt Road and Wabena Avenue, adjacent to the Annexation Property, have not in all locations been previously annexed to the Village of Minooka but will be annexed pursuant to the terms of this Agreement, notices of the annexation have been provided to the Seward Township Commissioner of Highways, Board of Town Trustees, Township Supervisor, and Township Clerk pursuant to the provisions of Chapter 65, Section 5/7-1-1, Illinois Compiled Statutes, as amended; and

WHEREAS, the Corporate Authorities of the Village, after due and careful consideration, have concluded that the annexation of the Annexation Property and development of the Development Property, upon the terms and conditions of this Agreement, would further the growth of the Village and enable the Village to control the development of the area and serve the best interests of the Village; and

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

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING PREMISES AND IN CONSIDERATION OF THE MUTUAL COVENANTS, CONDITIONS, AND AGREEMENTS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE I
INCORPORATION OF PREAMBLE AND EXHIBITS

A. The recitals contained in the Preamble herein shall become a part of this Annexation Agreement. All exhibits attached to this Annexation Agreement are

incorporated by this reference. Developer and Village shall fully cooperate with each other in carrying out the terms of this Annexation Agreement. All Parties represent that they have the full authority to enter into this Annexation Agreement pursuant to law.

B. The Parties agree that the Agreement, as provided herein, shall become effective, and thereby be completed, at the time of the recording of this Agreement by the Village Clerk for the Village of Minooka, with the Office of the Recorder of Deeds for Kendall County, Illinois. The Village shall record this Agreement concurrent with the Developer's acquisition of the Development Property from the Owners, which shall occur by no later than December 15, 2025.

ARTICLE II **ANNEXATION**

A. Promptly upon the Developer providing the Village notice that the Developer will soon acquire fee simple title to the Annexation Property ("Title Transfer Evidence") then subject to the provisions of Chapter 65, Section 5/7-1-8, Illinois Compiled Statutes, as amended, the Village will (i) record the ordinance and plat annexing the Annexation Property into the Village and (ii) the Village and the Developer respectively will do all things necessary or appropriate to cause the Annexation Property as described in and depicted in **Exhibit C** to be duly and validly annexed to the Village. In no event shall the Village be required to annex the Annexation Property before the Developer acquires fee simple title to the Annexation Property.

B. In the event the Developer fails to file the Title Transfer Evidence with the Village Clerk within ninety (90) days following the execution of this Agreement, the Village may elect to terminate this Agreement by providing written notice to all of the other parties to this Agreement; provided, however, the Developer will have thirty (30) days ("Cure Period") upon receipt of such notice to provide Title Transfer Evidence to the Village, in which case, the Agreement will remain in force and effect, and the Village will take all steps authorized by Article II, Section A above. In the event of such written notice is given in accordance with the preceding sentence and Developer fails to provide Title Transfer Evidence during the Cure Period, then this Agreement shall be deemed terminated without further obligations or actions of the Parties hereunder. In such case, and upon the Village's request, the Developer consents to executing a termination notice of the Annexation Agreement in a recordable form reasonably approved by the Developer and the Village, if necessary.

ARTICLE III **CONCEPT PLAN AND PRELIMINARY PUD PLAT**

A. Concept Plan. The Concept Plan ("Concept Plan") attached hereto and incorporated herein by reference as **Exhibit F** is hereby approved by the Village. The Site Plan shall substantially comply with the Concept Plan.

B. Preliminary PUD Plat, Preliminary Landscape Plan and Preliminary Architectural Plans. The Preliminary PUD Plat of Subdivision, Preliminary Landscape Plan and Preliminary Architectural Plans (hereinafter with the Concept Plan referred to collectively as the "Preliminary Development Plans") attached hereto and incorporated herein by reference as **Exhibit G-1, G-2 and G3**, respectively, are hereby approved by the Village for the North Property legally described on **Exhibit H** ("North Property").

C. Final Approvals for the North Property. No building permits shall be issued for the North Property until the Village approves the following for the North Property: Site Plan, Final Engineering, Final PUD Plat ("Final Plat"), Final Landscape Plan, Final Architectural Plans and Covenants and Restrictions (the "North Property Final Approvals"). The North Property Final Approvals for the North Property shall substantially comply with the Preliminary Development Plans. For the avoidance of doubt, nothing in this Section shall prohibit issuance of a Site Development Permit pursuant to and in accordance with Article III, Section F below before the North Property Final Approvals are granted.

D. Preliminary and Final Approvals for South Property. No building permit shall issue for the portion of the Development Property located south of Holt Road legally described on **Exhibit I** ("South Property"), except upon an application that fully complies with all rules, regulations, and ordinances of the Village. For the avoidance of doubt, none of the land use approvals granted by this Agreement, other than the Rezoning Ordinance ("RO Ordinance"), apply to or otherwise impact the South Property.

E. Stormwater Management Plan. As a condition of building permit approval for any portion of the North Property, Developer shall submit and receive Village approval of a Stormwater Management Plan, and prior to the issuance of a certificate of occupancy for the first building on the North Property, Developer shall submit and receive Village approval of a regular maintenance schedule, each as required by Sections 4-14-7 and 4-8-11 of the Village Code.

F. Site Development Permit. Subject to Developer's application and compliance with Section 4-9-4 of the Village Code, the Village shall issue Developer a Site Development Permit to enable Developer to commence grading, clearing and construction of underground improvements for the portion of the Development Property subject to the permit, prior to the issuance of a building permit. Village staff are authorized to issue the site development permit upon receipt of a complete application therefore, subject to final approval by the Village Engineer in accordance with the Village Code. For the avoidance of doubt, Developer is not required to receive North Property Final Approvals before the Village issues the Site Development Permit in accordance with this Section.

ARTICLE IV
REZONING ORDINANCE; CONDITIONAL PERMITTED
USE FOR A PRELIMINARY PLANNED UNIT DEVELOPMENT ORDINANCE;
AMORTIZATION OF CERTAIN USES

A. The Parties respectively agree that immediately after approval of this Agreement, the Village will adopt an ordinance rezoning and reclassifying the use of the Development Property to the DC (Data Center) District in the form attached hereto as **Exhibit J** (the "RO Ordinance"). The RO Ordinance will not be effective until the ordinance and plat annexing the Annexation Property into the Village are recorded in accordance with Article II, Section A.

B. The Parties agree that the Developer has satisfied all requirements for approval of a conditional permitted use for preliminary planned unit development for the North Property as set forth in Title 6, Chapter 7 of the Village of Minooka Code of Ordinances. Immediately after approval of the RO Ordinance, the Village shall adopt an ordinance granting a conditional permitted use for a preliminary planned unit development for the North Property in the form attached hereto as **Exhibit K** (the "Preliminary PUD Ordinance"). The Preliminary PUD Ordinance will not be effective until the ordinance and plat annexing the Annexation Property into the Village are recorded in accordance with Article II, Section A. The intent and purpose of the PUD is to facilitate the development of the North Property for data center buildings and related improvements, all subject to the North Property Final Approvals.

C. The Preliminary PUD Ordinance includes approval of variances and deviations for the North Property from the Village's zoning and subdivision regulations which are set forth in **Exhibit L**, attached hereto and made a part hereof. The variances and deviations set forth in **Exhibit L** are intended to be an exclusive list of the variances and deviations from the Village Code that the Developer has sought approval of.

D. The Developer may apply for building permit approvals in phases (each a "Phase"). Developer plans to develop the North Property from west to east, which includes construction of the first (1st) two (2) west buildings (northwest building first, and then the southwest building), and landscaping the frontage of Ridge Road and the main entrance.

E. The Developer agrees that, consistent with the limitations in the Village's Data Center zoning district, all on-site power generated on the Development Property shall be for emergency or backup purposes to be utilized in the event the power grid is experiencing interruptions in service. Notwithstanding the foregoing, Developer shall be permitted to use standby temporary roll-up generators during construction and during commissioning if power is not yet available from ComEd, subject to all applicable laws, rules, and regulations, including without limitation all rules and regulations of the Illinois Environmental Protection Agency and the Illinois Pollution Control Board. Except as provided herein, no certificate of occupancy for any Building on the Development Property shall be issued until a permanent power supply from ComEd is established and available

and all standby temporary roll-up generators have been removed from the Development Property. For the avoidance of doubt, "commissioning" means that if permanent utility is delayed, Developer will utilize temporary generators to provide up to approximately 8MW of testing power periodically. Testing will occur (and the temporary generators will only run) during agreed upon daytime hours.

F. Amortization of Uses. Upon rezoning of the Development Property to the DC (Data Center) District, certain structures and uses located on the Development Property (collectively, the "Nonconformities") will obtain legal nonconforming status pursuant to Village Code Section 5-10-1, *et seq.* ("Nonconforming Use Regulations"). The Nonconformities may continue to exist and operate on and after the Effective Date in accordance with the Nonconforming Use Regulations; provided, however, all nonconforming uses shall cease operating by no later than the Effective Date's 2-year anniversary.

ARTICLE V **WATER AND SEWER**

A. The Parties agree that it is in the best interest of the Village that sanitary sewer service and water service be extended by Developer through the construction of the Sanitary Sewer Main Extension and Water Main Extension as described and depicted in **Exhibits O-1** and **O-2** attached hereto and incorporated herein including appropriate appurtenances in order to provide water and sewer services to the Development Property. Developer shall pay all costs associated with the Sanitary Sewer Main Extension and Water Main Extension including construction costs, engineering costs, utility fees and any other incidental fees and expenses related to the Sanitary Sewer Main Extension and Water Main Extension, costs associated with easement or right-of-way acquisition costs, and costs associated with acquisition of railroad, highway (IDOT) and ComEd crossing rights. The Village shall waive all permit (but not review) fees in connection with the Sanitary Sewer Main Extension and Water Main Extension. All water and sanitary sewer improvements located in the Ridge Road ROW, as identified on **Exhibits O-1** and **O-2**, shall be substantially completed at the earlier of (i) approval of the certificate of occupancy for the first building on the North Property, (ii) commencement of construction on the Ridge Road widening project by Kendall County (anticipated first quarter of 2027), or (iii) January 1, 2030. All remaining improvements required by this Paragraph A (excluding the Looping of Water Main addressed in Paragraph B below) shall be completed no later than January 1, 2030. Notwithstanding the foregoing, if Developer has completed all necessary lines for the buildings, but the improvements have not been completed by the date required herein and the only reason for the delay in completion is due to other property owners or other third-parties outside of Developer's control and further provided that Developer is diligently pursuing such property rights or third-party approvals (i.e., Kendall County, ComEd, etc.) and Developer has completed all improvements not impacted by the delay, the Village will issue Developer a temporary certificate of occupancy for the first building on the North Property. As a condition to issuing a temporary certificate of occupancy, Developer and the Village shall coordinate and meet

regularly to timely complete the unfinished utility improvements. As a condition of Final Plat approval for the North Property and the Developer receiving a permit from the Village for construction of the Sewer Main Extension and Water Main Extension, the Developer shall post a letter of credit ("LOC") in an amount approved by the Village equal to one-hundred twenty-five percent (125%) of Developer's Engineer's estimate of probable public improvement costs. The LOC shall be substantially in the form attached hereto as **Exhibit P**.

B. Looping of Water Main. Developer shall include in the LOC and construct at its sole cost a water main loop in substantial compliance with the locations and in the dimensions depicted on Exhibit O-2 and shall obtain and grant where applicable easements to the Village for the water main loop. For the avoidance of doubt, the "water main loop" consists of the extension of water main from the intersection of Ridge Road and Holt Road east to Wabena Avenue, then south under I-80 to connect with the Village's existing water system infrastructure, along with all associated work and improvements. The Village shall waive all permit (but not review) fees in connection with the water main loop. Developer must (i) commence construction of the improvements described in this paragraph no later than January 1, 2027, and (ii) complete such improvements no later than January 1, 2029. Upon completion as approved by the Village, the water main and the easements on the North Property and South Property in the locations depicted in Exhibit O-2 shall be dedicated to the Village.

C. No later than the earlier occurring of (i) within ten (10) business days of approval of the Final Plat for the North Property or (ii) January 1, 2028, the Developer shall reimburse the Village in the amount of four million and 00/100 dollars (\$4,000,000.00) to reduce the overall costs the Village incurred to extend sewer and water to Ridge and Holt Roads.

ARTICLE VI

ROADWAY IMPROVEMENTS AND DEDICATIONS

A. Developer shall complete at its cost the Roadway Improvements to Wildy Road, Wabena Avenue and Holt Road ("Roadway Improvements") described and depicted in **Exhibits Q-1, Q-2, Q-3, and Q-4**. The Wabena Avenue improvements shall include a traffic signal at the intersection of Wabena Avenue and Holt Road. Developer shall dedicate fifty feet of right-of-way to the Village from the centerline of Holt Road and Wabena Avenue upon the earlier of recording of the Final Plat or January 1, 2026. Developer shall pay all costs associated with the Roadway Improvements including construction costs, engineering costs, easement or right-of-way acquisition costs, other costs associated with the acquisition of railroad and ComEd crossing rights, utility fees, and any other incidental fees and expenses related to the Roadway Improvements; provided however, all permit (but not review) fees for the Roadway Improvements shall be waived by Village. The Roadway Improvements located in the Ridge Road ROW must be substantially completed at the earlier of (i) the issuance of the certificate of occupancy for the first building on the North Property, (ii) in coordination with the Ridge

Road widening project by Kendall County (anticipated first quarter 2027), or (iii) January 1, 2030. Notwithstanding the foregoing, if Developer has completed all necessary improvements for the buildings, but the roadway improvements have not been completed by the date required herein and the only reason for the delay in completion is due to other property owners or other third-parties outside of Developer's control and further provided that Developer is diligently pursuing such property rights or third-party approvals (i.e., Kendall County, ComEd, etc.) and Developer has completed all improvements not impacted by the delay, the Village will issue Developer a temporary certificate of occupancy for the first building on the North Property. As a condition to issuing a temporary certificate of occupancy, Developer and the Village shall coordinate and meet regularly to timely complete the unfinished roadway improvements. The remaining Roadway Improvements for Wabena Avenue, Holt Road and Wildy Road shall be substantially completed no later than January 1, 2030. As a condition of Final Plat approval for the North Property and prior to the Developer receiving a permit from the Village for construction of the Roadway Improvements, the Developer shall post a LOC in an amount approved by the Village equal to one-hundred and twenty-five percent (125%) of the Developer's Engineer's estimate of probable public improvement costs. The LOC shall be substantially in the form attached hereto as **Exhibit P**.

B. In connection with the Roadway Improvements to Wabena and Holt Roads (**Exhibits Q-2 and Q-3**), Developer shall also fully engineer, at its cost, the extension of said improvements from the intersection of Wabena and Holt Roads east to County Line Road ("County Line Span"), but shall not be required to construct the same. The engineering work for the County Line Span shall include plans for the roadway extension and installation of storm sewers, water mains, and sanitary sewer mains and permits from regulatory agencies and crossing rights from ComEd and the railroad. Developer shall, upon completion of the County Line Span design plans, deliver the plans to the Village, or its designee, for its future use in constructing the same at no cost to the Village. The County Line Span design plans described in this Paragraph shall be substantially completed at the earlier of approval of a certificate of occupancy for the first building on the North Property or January 1, 2030.

C. Developer shall dedicate seventy-five feet (75') of right-of-way to Kendall County for Ridge Road in any areas where previous dedication was not made, upon the earlier of recording of the Final Plat for the North Property or January 1, 2026. Within ten (10) business days of the recording of the Final Plat for the North Property or January 1, 2026, which ever occurs first, Developer shall contribute two million and 00/100 dollars (\$2,000,000.00) to Kendall County for the construction of (i) a traffic signal at the main entrance to the Development Property on Ridge Road, across from Khater Drive, (ii) a traffic signal at the intersection of Wildy Road and Ridge Road, (iii) turn lanes on Ridge Road related to the traffic signals, and (iv) street lighting and signage on Ridge Road.

D. Developer shall construct 10' multi-use paths along: (i) the Ridge Road frontage in substantial compliance with the location shown on the Preliminary PUD Plat (**Exhibit G-1**) and Concept Plan (**Exhibit F**); (ii) the Wildy Road frontage, in substantial compliance with the location shown on **Exhibit Q-1**; (iii) Wabena Avenue, in substantial

compliance with the location shown on **Exhibit Q-2**; and (iv) the Holt Road frontage, in substantial compliance with the location shown on **Exhibit Q-3**, all to the specifications set forth on **Exhibit R**. The Ridge Road multi-use path shall include lighting. Prior to commencement of construction of the multi-use paths, Developer shall post a LOC in an amount equal to one-hundred twenty-five percent (125%) of the Village approved Developer's Engineer's estimate of probable public improvement costs. The LOC shall be substantially in the form attached hereto as **Exhibit P**. The Developer shall substantially complete the multi-use paths at the earlier of approval of a certificate of occupancy for the first building on the North Property or January 1, 2029.

E. On or before the earlier occurring of (i) within ten (10) business days of approval of the Final Plat for the North Property or (ii) January 1, 2028, the Developer shall contribute to the Village one million three hundred fifty-five thousand and 00/100 dollars (\$1,355,000.00) for construction of a multi-use path from Ridge Road to Aux Sable Springs Park. If the Village receives grants or other funding for the multi-use path or to the extent the cost to construct the multi-use path is less than \$1,355,000.00, then the Village shall be free to reallocate any excess funds to other Village projects in the Village's sole and unfettered discretion.

F. The Final Plat for the North Property shall include a fifty-foot (50') public utility, multi-use path, sidewalk, street lighting and roadway easement on the east property line of the North Property from Holt Road to Wildy Road; provided however, such public utility and roadway easement shall not interfere and/or obstruct access to the ComEd Substation.

G. Developer shall be permitted one (1) access on Wabena Avenue from the South Property which access shall be limited to cars only. Developer shall be permitted one (1) full access on Holt Road from the South Property.

ARTICLE VII

WATER AND SEWER CONNECTION CHARGES/BUILDING PERMIT FEES

A. As a condition precedent to the issuance of each building permit for the Development Property, Developer shall pay the then-current water and sewer connection charges based on Developer's projections for domestic water usage/sewage generation. The connection charges may change based on changes to the anticipated sewer loading and water usage for the occupant of each proposed building (as compared to the anticipated sewer loading and water usage shown on the Final Engineering). In the event of changes to the anticipated sewer loading and water usage for the occupant of each proposed building (as compared to the anticipated sewer loading and water usage provided with the Final Engineering, Developer shall pay any increased sewer and water connection charges as a condition of the Village's approval of the occupancy permit. Additionally, Developer shall comply with the Village's wastewater pretreatment ordinance if applicable.

B. Developer shall pay the then-applicable building permit fees for all buildings to be constructed on the Development Property.

ARTICLE VIII
APPLICABLE MUNICIPAL ORDINANCES, RESOLUTIONS, CODES,
RULES, REGULATIONS, GUIDELINES, PROCEDURES, AND LAWS

A. Except as otherwise provided in this Annexation Agreement, the Preliminary PUD Ordinance, the RO Ordinance, or the ordinance approving the Final Plat, all parts of the Development Property shall be developed (including, but not limited to, all public and private improvements) and all buildings on the Development Property shall be constructed and developed pursuant to all of the terms and provisions of the Village's Ordinances, including but not limited to the Village's zoning and subdivision ordinances; the Village's Building Codes, Health Codes, Safety Codes, and Fire Codes; and any other code, ordinance, regulation, policy, or procedure enacted, promulgated, or adopted by the Village (collectively the "Village Regulations") as amended from time to time. Except as provided in Section B of this Article VIII, below, there is no intention to freeze any Village Regulations or defer the effect of any modification or amendment thereto with regards to the Development Property.

B. With specific and exclusive regard to the North Property, all Village Regulations in effect as of the Effective Date shall continue in effect without modification until ten (10) years from the Effective Date with regard to the North Property, (the "Village Regulation Freeze Period"), except to the extent that the Village Regulations are amended to otherwise specifically conform them to the requirements of state or federal law or changes in nationally recognized building and safety codes (e.g., the International Building Code) formally adopted by the Village for all properties in the Village.

C. During the Village Regulation Freeze Period, should any Village Regulations, including, without limitation, those codes, ordinances, rules and regulations governing the subject matter of this Agreement, which may relate to the annexation, zoning, or subdivision of the North Property, to the use of improvements, buildings and appurtenances on the North Property, and to all other development of any kind or character on the North Property, be hereafter adopted, enacted, modified, amended, interpreted or otherwise changed in any way that is inconsistent with or more restrictive than the terms and provisions of this Agreement, then the terms and provisions of this Agreement shall constitute lawfully authorized, approved and binding amendments to the terms of any such inconsistent or more restrictive code, ordinance, rule or regulation as it relates to the North Property, except if such code, ordinance, rule or regulation is mandated by state or federal law.

D. Less Restrictive Changes to Regulations. During the Term, should any existing or hereafter adopted Village Regulations be hereafter modified, amended, interpreted, or otherwise changed in any way so as to be less restrictive than the

provisions now applicable to the North Property, including, without limitation, restrictions affecting zoning, subdivision, land development, construction, and use of improvements, buildings and appurtenances and all other development of any kind or character on the North Property, then, at the Developer's election, such less restrictive provision shall inure to the benefit of Developer, and Developer may elect to proceed with the development of, construction upon and use of the North property in accordance with any less restrictive code, ordinance, rule or regulation.

E. The foregoing notwithstanding, to the extent of a conflict between the terms, provisions, or standards contained (a) in this Agreement, the RO Ordinance, the PUD Ordinance, the PUD Plats, and the Site Plan and (b) the Village Regulations, the terms, provisions and standards contained in this Agreement, the RO Ordinance, the PUD Ordinance, the PUD Plats, and the Site Plan, shall govern and control.

ARTICLE IX **ECONOMIC DEVELOPMENT EXPENDITURES**

A. In consideration for the Developer's construction of the Development and in recognition of the economic development benefits resulting from the Development, taxes to be generated by the Development, and substantial public improvements and contributions set forth in this Agreement, the Village hereby appropriates and authorizes the expenditure of funds for economic development purposes and the promotion of economic development within the Village, payable to the Developer annually during the Term of this Agreement in an amount equal to thirty-five percent (35%) of the Village's then-applicable Municipal Electric Use Taxes paid to and collected by the Village pursuant to Village Code Title 3, Chapter 10 for the use or consumption of electricity on the North Property. The terms and conditions set forth in **Exhibit S** shall apply to the economic development expenditures and are incorporated into this Article by reference as if fully set out herein.

ARTICLE X **DEFECTS IN ANNEXATION OR ZONING APPROVALS**

A. In the event that the this Agreement or any of the annexation, rezoning, or other land use approvals contemplated hereby, or any other relief from the Village's rules, regulations, and ordinances that is approved for the Development Property consistent with the terms of this Agreement is in any way deemed to be defective or overturned by any competent authority, the Parties agree that they will do all things necessary and appropriate, including holding public hearings, to cure any and all defects and to cause the Development Property to be validly annexed to the Village, zoned DC (Data Center District) with a conditional permitted use for a preliminary planned unit development, in accordance with **Exhibits G-1 and J**, and granted other relief from the Municipal Code consistent with the purpose and intent of this Agreement subject to the Final Approvals.

ARTICLE XI
RECAPTURE

A. Recapture Owed by Developer. Portions of the Development Property are subject to those Recapture obligations set forth in the Summerfield Offsite Sewer, Water and Water Tower Recapture Agreement dated July 11, 2006 and recorded with the Kendall County Recorder's Office as Kendall County Document No. 200600021128 ("Summerfield Recapture"), and Developer agrees that within ten (10) business days of the annexation ordinance and plat being recorded in accordance with Article II, Section A, it shall pay all recapture payments owed under the Summerfield Recapture Agreement including but not limited to the following:

1. Developer shall pay sanitary sewer oversizing recapture for the gross acreage of Parcels 3, 4, 7, 11, 12, 13 and 14 in the total amount of eighty-three thousand eight hundred forty-five and 62/100 dollars (\$83,845.62) as set forth in Exhibit T.
2. Developer shall pay watermain oversizing recapture for the gross acreage of Parcels 3, 4, 5, 6 and 7 in the amount of four hundred ninety-four thousand nineteen and 50/100 dollars (\$494,019.50) as set forth on Exhibit T.
3. Developer shall pay water tower recapture for the gross acreage of the Development Property in the amount of two hundred fifty-two thousand two hundred thirty and 43/100 dollars (\$252,230.43) as set forth on Exhibit T.

Upon the Developer paying the Summerfield Recapture amounts set forth above, the Village will execute and deliver to the Developer a release and satisfaction in a recordable form approved by the Parties.

ARTICLE XII
PAYMENT IN LIEU OF SUMMERFIELD RESIDENTIAL IMPACT FEES

By no later than ten (10) business days of the Village's approval of the Final Plat for the North Property or January 1, 2028, whichever occurs first, Developer shall make the following cash contributions to the Village:

- A. Five million fifty-two thousand three hundred ninety and 00/100 dollars (\$5,052,390.00), representing tap-on fees that would have been paid by the Summerfield residential development previously approved on the North Property.
- B. One million three hundred thousand and 00/100 dollars (\$1,300,000.00), representing community services fees that would have been paid by the Summerfield residential development previously approved on the North Property.

- C. Seventy-four thousand seven hundred and 00/100 dollars (\$74,700.00) representing fire and library impact fees that would have been paid by the Summerfield residential development previously approved on the North Property.

ARTICLE XIII
DORMANT SPECIAL SERVICE AREA

Open Spaces, Lakes, Ponds, Detention Basins, Retention Basins,
Subdivision Monumentation,
Storm Water Outlets, Drainage Easements, Common
Landscaped Areas, and All Other Common Areas

A. Title. Except as otherwise provided herein, Developer, its respective successor(s), assignee(s), designee(s) and/or grantee(s) (e.g. Property Owners Association) shall retain title to all open spaces, lakes, ponds, detention basins, retention basins, subdivision monumentation, storm water outlets, drainage easements, common landscaped areas, and all other areas expressly designated on the Preliminary PUD Plat (**Exhibit G-1**) (hereinafter sometimes referred to as a "Common Area" or collectively the "Common Areas"). Included in the definition of Common Areas shall be the stormwater detention areas and landscaping and all parkway areas in the subdivision which shall be maintained by the Developer, its respective successor(s), assignee(s) and/or grantee(s) (e.g. Property Owners Association).

B. Maintenance. Developer, its respective successor(s), assignee(s), designee(s) and/or grantee(s) (e.g. Property Owners Association) shall at all times maintain the Common Areas and the North Property in a neat and orderly manner, in accordance with all applicable Village ordinances, resolutions, codes, rules, regulations, guidelines and procedures. Upon submission of the Final Plat application for the North Property, Developer shall present a Declaration of Covenants ("Declaration") addressing maintenance of the North Property's common areas and the Declaration shall be updated as a condition of the Village's approval of the first building permit on the North Property.

C. Back-Up (Dormant) Special Service Area (SSA). Developer, its respective successor(s), assignee(s) and/or grantee(s) (e.g. Property Owners Association) shall not object to and shall agree to fully cooperate with the Village in establishing and utilizing a Special Service Area ("SSA") for any of the Subject Property as a backup mechanism for the care and maintenance of any or all of the Common Areas. Developer shall establish through the Declaration, a Property Owners Association which the Village may require approval of prior to issuance of the certificate of occupancy for the first building on the North Property. In addition, the Special Service Area (SSA) must be established (albeit dormant until the Village issues an SSA Trigger Notice (as defined below)) to the satisfaction of the Village prior to issuance of any building permit for the North Property. The approved Declaration which establishes the Property Owners Association and sets

forth all of the rules and regulations applicable to said Property Owners Association (which applies to the entire North Property) shall be recorded contemporaneously with or prior to the recording of the first Final Plat for any portion of the North Property. The Property Owners Association shall have primary responsibility of providing for the regular care, maintenance, renewal and replacement of all of the Common Areas so as to keep the same in a clean, sightly and first class condition as determined by the Village (The "Common Area Maintenance"). Prior to the issuance of a certificate of occupancy for the first building on the North Property, Developer shall provide a written Maintenance Plan for the Common Area Maintenance on the North Property, which shall be subject to Village approval, prior to the Developer turning over this maintenance responsibility to the Property Owners Association. The Maintenance Plan for Common Area Maintenance will supplement, and not conflict with, the Declaration's general maintenance standards and include the provisions identified in Article XIII.D. If at any time the Developer and/or Property Owners Association fails to perform the Common Area Maintenance in accordance with the Declaration, then the Village shall have the right, but not the obligation, after not less than thirty (30) days after notice to the Property Owners Association (or any owner of property within the subdivision/development in the event that no information relative to a contact person for the Property Owners Association is provided or available to the Village) to undertake such maintenance if the Property Owners Association has failed to do so within such thirty (30) day period and utilize the SSA to provide sufficient funds to pay the costs of the Common Area Maintenance undertaken by the Village. In the event of an emergency situation, as determined by the Village, the thirty (30) days prior notice requirement set forth above shall not apply, and the Village shall have the right, but not the duty, to proceed without notice to any property owner and/or Property Owners Association. In the event the Village utilizes the SSA to conduct the Common Area Maintenance, the Village shall also be entitled to the reimbursement of any and all costs associated with administering the SSA including, but not limited to, any applicable administrative costs, interest expenses, etc. The SSA shall provide for the authority of the Village to levy up to two and 00/100 dollars (\$2.00) per \$100.00 of assessed valuation of the North Property ("Rate Cap") to fund the payment of the aforesaid costs and expenses. Said Rate Cap may be adjusted over time for inflation as reasonably determined by the Village. Notwithstanding the foregoing, the Village will levy no special service area tax and the SSA shall be "dormant" until such a time as the Village, in its sole, but reasonable, discretion, determines that the Property Owners Association has failed to conduct any or all of the Common Area Maintenance and provides the Developer written notice of the same ("SSA Trigger Notice") and the Property Owners Association has failed to timely cure such failure within the time periods expressly provided herein.

D. Maintenance Plan Provisions. The Maintenance Plan for Common Areas must include the following provisions:

(i) A map generally identifying all turf areas, native planting areas, stormwater management areas, tree/shrub zones, and other landscaped common areas;

(ii) A schedule of maintenance tasks that Developer must follow during the Term for each area, including, without limitation, mowing, pruning, inspection, planting establishment, and stormwater facility upkeep; and

(iii) Other provisions mutually agreed to by the Parties.

ARTICLE XIV EASEMENT TO THE VILLAGE

A. Developer, its respective successor(s), assignee(s) and/or grantee(s) hereby reserves and grants to the Village easements over all of the stormwater management facilities on the Development Property ("Stormwater Areas") for purposes of providing maintenance and control of all Stormwater Areas, if necessary, together with reasonable access thereto. Said easements shall be perpetual and shall run with the land and shall be binding upon the Developer, its respective successor(s), assignee(s) and/or grantee(s). To ensure the integrity of the Stormwater Areas, no obstruction(s) shall be placed, nor may alteration(s) be made, including alteration(s) to the final topographical grading plan which in any manner impede or diminish stormwater drainage or detention in, over, under, through or upon the Development Property. In addition, to ensure the integrity of all Stormwater Areas, they also shall be properly maintained. In the event such obstruction(s) or alteration(s) are found to exist to the Stormwater Areas, or if the property owner(s) otherwise fails to properly maintain any of the Stormwater Areas on the Development Property, the Village shall, upon thirty (30) days prior notice to the property owner(s), have the right, but not the duty, to perform, or have performed on its behalf, any maintenance work to or upon any of the Stormwater Areas including, but not limited to, the stormwater facilities or to remove said obstruction(s) from the stormwater facilities or to perform any other maintenance, repair, alteration or replacement as may reasonably be necessary as determined by the Village to ensure that adequate stormwater storage and drainage facilities, detention facilities, retention facilities and any appurtenances related thereto remain fully operational and that the condition of all of said Stormwater Areas comply with all applicable Village ordinances, resolutions, codes, rules, regulations, guidelines and procedures. In the event of an emergency situation, as determined by the Village, the thirty (30) days prior notice requirement set forth above shall not apply, and the Village shall have the right, but not the duty, to proceed without notice to the property owner(s).

B. In the event the Village shall be required to perform, or have performed on its behalf, any maintenance work to or upon any of the Stormwater Areas on the Development Property including, but not limited to, the removal of any obstruction(s) from the stormwater facilities as aforesaid, the cost of such work shall, upon recordation of a Notice of Lien with the Recorder of Deeds of Kendall County, Illinois, constitute a lien against the Development Property, and all then-current owners of any part thereof shall be jointly and severally liable for the same.

C. The cost of the work incurred by the Village shall include all reasonable expenses and costs associated with the performance of such work including, but not

limited to, reasonable engineering, consulting and attorney's fees related to the planning and actual performance of the work.

D. If it is determined by the Developer or its successor that alterations to any of the Stormwater Areas are necessary to properly maintain the integrity of the Stormwater Areas, the Village shall first be notified by the Developer in writing of said proposed alteration(s). No such alteration shall take place without the prior written approval of the Village. The Village may, in its sole and absolute discretion, require the submittal of plans and specifications for Village approval before said proposed alteration(s) may take place.

E. Developer, its respective successor(s), assignee(s) and/or grantee(s), agrees to maintain the vegetation located in all right-of-way areas adjacent to the Development Property up to the road shoulder area (parkway area), and the payment and lien terms set forth in this Article XIV shall apply in the event the Developer fails to maintain those areas.

ARTICLE XV CONDEMNATION

A. If the Village deems that condemnation proceedings are necessary to obtain any right of way, easement, or other property interest, that will benefit the Development Property or are required to be obtained in this Agreement, then in that event, the Village, after consulting with the Developer, shall use its power of condemnation to obtain same.

B. Developer shall reasonably cooperate with the Village in obtaining for the Village any right of way, easement or other property interests that the Village deems necessary for the improvement of any roadways and/or for the extension of any public utilities, facilities, and related appurtenances to serve the Development Property or required to be obtained in this Agreement, including, but not limited to, sanitary sewers, storm sewers, water mains, cable T.V., fiber optic cable, and any and all appurtenances or related improvements or for any other public purpose.

C. Developer shall pay any and all reasonable costs associated with any condemnation proceedings instituted by the Village and consented to by the Developer pursuant to this Article XV. These costs shall include, but are not limited to, filing fees, costs, expenses, attorneys fees and awards, whether pursuant to court order or negotiations instituted by the Village or on the Village's behalf. Said costs shall be paid by Developer within thirty (30) days upon receipt of a written demand by Village to Developer to pay the same.

D. In the event the Village and Developer agree that condemnation proceedings are necessary in accordance with this Article XV, Developer shall immediately deposit with the Village the sum of fifty thousand and 00/100 dollars (\$50,000.00) cash or certified funds made payable to the Village for each such condemnation proceeding. During the condemnation proceeding(s), if any additional monies are required by the Village in its

reasonable discretion, Developer shall pay to the Village, within 30 days of receiving a written demand from the Village, any additional monies reasonably requested by the Village.

ARTICLE XVI **BURIAL OF POWER LINES**

A. Developer agrees to bury all utility lines along the Ridge Road and Holt Road frontages of the Development Property, and shall make reasonable efforts to bury all lines within the Development Property including the lines accessing or exiting the substation on the North Property at Developer's sole cost as part of the Roadway Improvements. Notwithstanding the foregoing, if the Developer demonstrates to the Village that burial of certain utility lines on the Development Property is not technically feasible, the Village may permit such lines to be installed above ground. All such work shall be completed at Developer's sole cost as part of the Roadway Improvements, provided however, the Village shall waive all permit (but not review) fees in connection with this work.

ARTICLE XVII **GENERAL PROVISIONS**

A. Interest in Development Property. Developer represents and warrants to Village that it has those respective interests in the Development Property as set forth in the preamble to this Agreement. No other entity or person currently has any ownership interest in the Development Property or in the development as herein proposed, except as stated in this Agreement.

B. No Waiver or Relinquishment of Right to Enforce Agreement. The failure of any Party to this Annexation Agreement to insist upon strict and prompt performance of the terms, covenants, agreements and conditions herein contained, upon any other Party imposed, shall not constitute or be construed as a waiver or relinquishment of any Party's rights to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect. No waiver by the Village shall be valid or binding on the Village unless it is in writing and signed by the Village, are then only to the extent therein set forth.

C. Parties' Faithful Performance. Notwithstanding any provision of this Annexation Agreement to the contrary, including, but not limited to the sale or conveyance of all or any part of the Development Property by Developer, the Parties shall at all times during the term of this Annexation Agreement remain liable to one another for the faithful performance of all obligations imposed by this Annexation Agreement until (i) such obligations have been fully performed (ii) the Developer's obligations have passed upon sale of all or a portion of the Development Property to a third party in accordance with Article XVII, Section N below, (iii) or until the Village has otherwise released that Party

from any or all of such obligations in writing, and such release shall not unreasonably be withheld.

D. Cumulative Remedies. Unless expressly provided otherwise herein, the rights and remedies of the Parties provided for herein shall be cumulative and concurrent and shall include all other rights and remedies available at law or in equity, may be pursued singly, successively or together, at the sole and absolute discretion of the Parties and may be exercised as often as occasion therefore shall arise.

E. Singular and Plural. Wherever appropriate in this Annexation Agreement, the singular shall include the plural, and the plural shall include the singular.

F. Section Headings and Subheadings. All section headings or other headings in this Annexation Agreement are for the general aid of the reader and shall not limit the plain meaning or applicability of any of the provisions thereunder whether covered by or relevant to such heading or not.

G. Terms. Wherever appropriate in this Annexation Agreement, common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the Party/Person may in the context require.

H. Recording. All ordinances, plats, affidavits, and any other agreements and/or documents including, but not limited to this Annexation Agreement shall be recorded by the Village at Developer's sole cost and expense.

I. Term and Date of Agreement. The term of this Annexation Agreement shall be for twenty (20) years from the date of execution hereof. The date of execution of this Annexation Agreement and the date of this Annexation Agreement shall be the date on which this Annexation Agreement is signed by the Village of Minooka.

J. Developer's Construction Activities. The Developer agrees to defend and hold the Village harmless from any and all claims which may arise out of the Developer's construction activities performed pursuant to this Agreement.

K. Indemnification. In the event that, as a result of Developer's actions taken as required hereunder, the Village is made a party defendant in any litigation, arbitration, or other proceeding other than litigation between Developer and the Village, Developer agrees to defend and indemnify and hold harmless the Village, its President, Trustees, officers, employees, and agents thereof, individually and collectively ("Village Parties"), from any suits and from any claims, demands, setoffs, or other actions including, but not limited to judgments arising therefrom, provided however, Developer shall not be obligated to defend, indemnify, and hold harmless the Village to the extent the Village is made a party as a result of the Village's actions or inactions. The obligation of the Developer hereunder shall include and extend to payment of reasonable attorney's fees for the representation of the Village Parties in such litigation and includes all reasonable expenses, court costs, and fees; it being understood that the Village shall have the right

to employ all such attorneys to represent the Village Parties in such litigation subject to the Developer's prior written approval, which shall not be unreasonably withheld, conditioned, or delayed. Developer shall have the right to request that the Village appeal to courts of appellate jurisdiction any judgment taken against the Village Parties in this respect, and the Village shall join in any such appeal taken by Developer. In the event it is reasonable to do so, the Village agrees to seek attorney's fees and costs from the opposing Party(ies) in accordance with the rules and law. For the avoidance of doubt, the Owners shall have no indemnification obligations hereunder.

In the event that Developer should sell the Development Property following the purchase and development provided herein, Developer shall be automatically released of obligations and responsibilities provided herein and such obligations and responsibilities shall pass to the subsequent title holder following the purchase of the Development Property.

L. Public Improvements and Public Improvement Security.

1. The construction and installation of all public improvements shall conform to and be in compliance with the Village ordinances, resolutions, codes, rules, regulations, guidelines, or procedures then in effect at the time of the construction and installation of the same. Developer shall deliver to Village a letter of credit to secure the performance of Developer's construction obligations contemplated by this Agreement.
2. Said letter of credit shall be substantially in the form attached as **Exhibit P**. The amount of the LOC shall be 125% of the Engineer's opinion of probable public improvement construction costs to complete the Developer's construction obligations contemplated under this Agreement (the "Public Improvement Costs"), as approved by the Village Engineer.
3. Developer, from time to time, may request a reduction in the amount of the LOC to reflect the completion progress of the public improvements contemplated by this Agreement (each, a "Reduction Request"), by delivering written notice thereof to the Village, along with such reasonable documentation, including a revised calculation sheet evidencing the work that has been substantially completed (the "Completed Work") and the remaining work. Following receipt of a Reduction Request, the Village shall promptly examine such Completed Work and verify whether such work has been substantially completed in compliance with the terms and conditions of this Agreement (each, an "Interim Completion Verification"), such verification not to be unreasonably withheld, conditioned or delayed. Upon any Interim Completion Verification, the LOC shall be reduced to an amount equal to the sum of (a) 125% of the Engineer's opinion of probable remaining Public Improvements Costs, and (b) 10% of the portion of the Public Improvement Costs relating to the Completed Work, all as approved by the Village Engineer.

4. Upon substantial completion of the public improvements contemplated by this Agreement, Developer shall deliver a final Reduction Request to the Village (the "Final Reduction Request"). Promptly following its receipt of the Final Reduction Request, the Village shall inspect and verify whether all work has been completed in compliance with the terms and conditions of this Agreement, such verification not to be unreasonably, withheld, conditioned or delayed. Developer and Village shall use good faith efforts and cooperate to jointly prepare a punch list detailing any uncompleted work (the "Punch List Items") and the Village shall promptly provide a memorandum detailing any corrective actions which Developer must take in order to complete all work in compliance with the terms and conditions of this Agreement. Upon Developer's completion of the Punch List Items, if any, and approval of the Village Board, not to be unreasonably withheld, conditioned or delayed, the Public Improvement Security shall be reduced to 10% of the original LOC amount for a two (2) year maintenance period.

M. Acceptance of Public Improvements. Prior to the time of formal acceptance by the Village (as evidenced by a resolution adopted by the Village Board of Trustees accepting the public improvements and reducing the LOC due to substantial completion of improvements for a phase of the development and receipt of the as-built drawings, upon the Village Engineer's approval that all public improvements required to be constructed or installed in each phase have been fully completed and are in conformity with the requirements of the Village Code and all applicable statutes), all public improvements including without limitation, public streets and ways, and detention facilities, shall be considered the sole responsibility of the Developer. Upon formal acceptance by Village of public improvements hereto, sole and exclusive ownership of the accepted public improvements shall vest in the Village.

N. Successors in Interest; Covenants to Run With Land. This Annexation Agreement shall inure to the benefit of, and be binding upon, the successors in title of the Developer, its respective successor(s), grantee(s), lessee(s), heir(s), and assign(s), and upon successor corporate authorities of the Village and successor municipalities. The covenants, agreements, indemnities, and other terms and provisions contained in this Agreement touch and concern the Development Property, shall be appurtenant to the Development Property, and shall run with the Development Property and any portion thereof. Each and every person and entity that, from time to time, acquires any interest or estate in all or any portions of the Development Property shall acquire such interest or estate subject to this Agreement, including but not limited to any and all covenants, agreements, indemnities, and other terms and provisions contained herein, and, during the period of time that he, she, or it owns such interest or estate, he, she, or it shall be obligated to pay and perform any and all obligations of the Developer applicable to that portion of the Development Property in which he, she, or it holds any estate or interest, jointly and severally with any and all of the other holders of any interest or estate in all or any portion of the Development Property who are also responsible for such obligations. Such obligations shall constitute personal obligations of any person or entity that from

time to time acquires title to all or any portion of the Development Property, solely and exclusively with respect to obligations that arise, accrue or occur during the time that such person or entity holds any interest or estate in and to such portion of the Development Property, and otherwise rather shall run with and shall constitute a burden on the Development Property and each portion thereof.

O. Release of the Owners. Upon the annexation of the Annexation Property to the Village, the Owners shall have no further obligations or liability hereunder.

P. Actions by Parties. Developer shall not have a right to recover a judgment for monetary damages against any elected official, appointed official, agent or employee of the Village for any breach of any of the terms of this Annexation Agreement. The Village reserves the right to maintain an action to recover any sums which Developer has agreed to pay pursuant to this Annexation Agreement and which have become due and remain unpaid. In the event that the Village maintains such an action or any other action to enforce the terms of this Annexation Agreement, the Village shall be entitled to repayment of its reasonable attorney's fees and costs for prosecuting said action by the Developer.

Q. Survival of Agreements. The agreements contained herein shall survive the annexation of the Annexation Property and shall not be merged or expunged by the annexation of the Annexation Property or any part thereof to the Village.

R. No Personal Liability of Corporate Authorities. The Parties acknowledge and agree that the individuals who are (i) members of the group constituting the Corporate Authorities of the Village are entering into this Annexation Agreement in their corporate capacities as members of such group and shall have no personal liability in their individual capacities and (ii) the officers, directors, members, employees, and contractors of the Developer shall have no personal liability in their individual capacities.

S. Notices. Notices or other writings which any Party is required to or may wish to serve upon any other Party in connection with this Annexation Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Village or to the Corporate Authorities:

Village of Minooka
121 East McEvilly Road
Minooka, IL 60447
Attention: Village Clerk

With a copy to:

Spesia & Taylor
1415 Black Road
Joliet, IL 60435
Attention: Christian G. Spesia, Village Attorney
Phone: (815) 726-4311
Email: cspesia@spesia-taylor.com

If to Developer:

Equinix Hyperscale 3 (CH8) LLC
c/o Equinix, Inc.
One Lagoon Drive
Redwood City, CA 94065
Attention: Real Estate
Email: amercd-realestate@equinix.com

and

Equinix LLC
One Lagoon Drive
Redwood City, CA 94065
Attention: Real Estate
Email: amercd-realestate@equinix.com

With copies to:

Equinix LLC
One Lagoon Drive
Redwood City, CA 94065
Attention: General Counsel (Real Estate)
Email: LegalNotices@equinix.com

and

Attention: Lease Administration (Real Estate)
Email: LeaseAdmin@equinix.com

Or to such other address as any Party may from time to time designate in a written notice to the other Party.

T. Integration; Amendments. This Annexation Agreement sets forth all the promises, inducements, agreements, conditions, and understandings between the Parties relative to the subject matter hereof, and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between them,

other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Annexation Agreement shall be binding upon the Parties hereto, unless authorized in accordance with law and reduced in writing and signed by them.

U. Invalidity of any Provision. If any provision, clause, word, or designation of this Annexation Agreement is held to be invalid by any court of competent jurisdiction, such provision, clause, word, or designation shall be deemed to be excised from this Annexation Agreement and the invalidity thereof shall not affect any other provision, clause, word, or designation contained herein.

V. Applicable Law. This Agreement and its terms shall be construed, interpreted, and governed by and under the laws of the State of Illinois.

W. Force Majeure. Time is of the essence of this Agreement; any prevention, delay or stoppage due to strikes, lock-outs, inclement weather, labor disputes, pandemics, inability to obtain labor, material, fuels or reasonable substitutes therefor, governmental restrictions, regulations, controls, action or inaction, civil commotion, fire or other acts of God, and other causes beyond the reasonable control of the party obligated to perform (except financial inability) shall excuse the performance, for a period equal to the period of any said prevention, delay or stoppage, of any obligation hereunder. If one of the foregoing events shall occur or either party shall claim that such an event shall have occurred, the party to whom such claim is made shall investigate same and consult with the party making such claim and the party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided that the failure of performance was reasonably caused by such Force Majeure.

X. Jurisdiction and Venue. The Parties, to the fullest extent permitted by law, hereby knowingly, willingly, intentionally, and voluntarily submit to the exclusive personal jurisdiction of the Circuit Court for the Thirteenth Judicial Circuit, Grundy County, Illinois, for the purposes of any suit, claim, cause of action, litigation, or other proceeding that is in any way related to or arising out of this Agreement or the development contemplated hereunder. Further, the Parties, to the fullest extent permitted by law, hereby knowingly, willingly, intentionally, and voluntarily acknowledge, agree, and affirm that venue is proper in the court aforesaid. To this end, the Parties hereby knowingly and voluntarily forfeit and waive any and all challenges to jurisdiction or venue in the aforementioned court, including but not limited to their right and ability to file any motion alleging *forum non conveniens* or their right to remove the cause of action to the federal court.

Y. Authority. The Parties represent and warrant that they have the full capacity, right, power, and authority to execute, deliver, and perform this Agreement and that all required actions and approvals as authorized herein have been or will be duly taken and obtained and that this Agreement is fully binding upon, and enforceable against them in accordance with its terms. The individuals signing this Agreement and all other

documents executed or to be executed pursuant hereto shall be duly authorized to execute the same and shall bind the Parties thereto. The Parties shall fully cooperate with each other in carrying out all of the terms of this Agreement.

Z. No Restraint on Alienation. Nothing in this Agreement shall prevent the alienation, mortgage, lease, encumbrance or sale of the Development Property or any part thereof.

[signature pages follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their proper officers duly authorized to execute same, the day and year first above written.

VILLAGE OF MINOOKA,
an Illinois Municipal Corporation

By: Frederic Offerman
Frederic Offerman, Village President

ATTEST:
By: Orsola Filus
Orsola Filus, Village Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF GRUNDY)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Frederic Offerman and Orsola Filus, personally known to me to be the Village President and Village Clerk, respectively, of the Village of Minooka 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 they signed and delivered said instrument as Village President and Village Clerk and caused the Village's Corporate Seal to be affixed thereto, pursuant to authority given by the Village Board of Trustees, as their free and voluntary act and as the free and voluntary act and deed of the Village of Minooka, for the uses and purposes therein set forth.

Given under my hand and official seal this 23rd day of September 2025.

Jessica Diane Harvey
Notary Public

My Commission Expires: 10/30/2027





DEVELOPER:

EQUINIX HYPERSCALE 3 (CH8) LLC

By: [Signature]
Name: Brock Bryan
Title: Senior Director, Regional Finance AMER

STATE OF Florida)
COUNTY OF Hillsborough) SS

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Brock Bryan Sr. Dir. Regional Finance Amer. of EQUINIX HYPERSCALE 3 (CH8) LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Limited Liability Company, for the uses and purposes therein set forth.

Given under my hand and official seal this 29th day of September, 2025.

[Signature]
Notary Public
F.S. 69525
F.S.

My Commission Expires: 7-8-2027

(Notary Seal)

FLORIDA SHORT-FORM CORPORATE ACKNOWLEDGMENT
F.S. 695.25 — Effective January 1, 2020

State of Florida

County of Hillsborough }

The foregoing instrument was acknowledged before me by means of

Physical Presence, — OR —

Online Notarization,

this 29th September 2025, by

Date

Brock Bryan, Senior Director,
Regional Finance AMER

Name of Officer or Agent, Title of Officer or Agent

Equinix LLC

Name of Corporation Acknowledging

a Delaware corporation,
State or Place of Incorporation

on behalf of the corporation. He/She:

is personally known to me — OR —

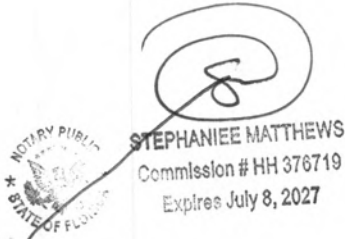
has produced FL DL
Type of Identification
as identification.

[Signature]
Signature of Notary Public

Stephanie Matthews
Name of Notary Typed, Printed or Stamped

Notary Public — State of Florida

Commission No. A.H. 376719



Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Amortization & Development Agreement

Document Date: _____

Number of Pages: 27 + 30

Signer(s) Other Than Named Above: _____

DEVELOPER:



EQUINIX LLC

By: [Signature]
Name: Brock Bryan
Title: Senior Director, Regional Finance
AMER

STATE OF Florida)
COUNTY OF Hillsborough) SS

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Brock Bryan Sr, Director, Reg. Finance of EQUINIX LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Limited Liability Company, for the uses and purposes therein set forth.

Given under my hand and official seal this 29th day of September, 2025.

*See FL State Approved
Notary Public F.S. 695.25

My Commission Expires: 7-8-2027

(Notary Seal)

FLORIDA SHORT-FORM CORPORATE ACKNOWLEDGMENT
F.S. 695.25 — Effective January 1, 2020

State of Florida

County of Hillsborough }

The foregoing instrument was acknowledged before me by means of

- Physical Presence, — OR —
 Online Notarization,

this 29th September 2025, by
Date

Brock Bryan, Senior Director,
Regional Finance AMER, of
Name of Officer or Agent, Title of Officer or Agent

Equinix LLC
Name of Corporation Acknowledging

a Delaware corporation,
State or Place of Incorporation

on behalf of the corporation. He/She:

is personally known to me — OR —

has produced FLDL
Type of Identification
as identification.

[Signature]
Signature of Notary Public

Stephanie Matthews
Name of Notary Typed, Printed or Stamped

Notary Public — State of Florida

Commission No. HH-376719



STEPHANIE MATTHEWS
Commission # HH 376719
Expires July 8, 2027

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Annexation Development Agreement

Document Date: _____

Number of Pages: 30 (Pg 28)

Signer(s) Other Than Named Above: N/A

LIST OF EXHIBITS

- Exhibit A** - Legal Description of Development Property
- Exhibit B** - Legal Description of Incorporated Property
- Exhibit C** - Legal Description for Annexation Property
- Exhibit D** - Title Commitments
- Exhibit E** [Intentionally Omitted]
- Exhibit F** - Concept Plan
- Exhibit G-1** - Preliminary PUD Plat
- Exhibit G-2** - Preliminary Landscape Plan
- Exhibit G-3** - Preliminary Architectural Plans
- Exhibit H** - Legal Description of the North Property
- Exhibit I** - Legal Description of the South Property
- Exhibit J** - Rezoning Ordinance ("RO")
- Exhibit K** - Preliminary PUD Ordinance
- Exhibit L** - Variances and Deviations from Zoning Regulations
- Exhibit M** - [Intentionally Omitted]
- Exhibit N** - [Intentionally Omitted]
- Exhibit O-1** - Sanitary Sewer Main Extension
- Exhibit O-2** - Water Main Extension
- Exhibit P** - Form Letter of Credit
- Exhibit Q-1** - Wildy Road Roadway Improvements
- Exhibit Q-2** - Wabena Avenue Roadway Improvements
- Exhibit Q-3** - Holt Road Roadway Improvements

- Exhibit Q-4** - Pavement Sections
- Exhibit R** - Multi-Use Path Specifications
- Exhibit S** - Terms and Conditions of Economic Development Expenditures
- Exhibit T** - Recapture Owed by Developer

Exhibit A

Legal Description of Development Property

ZONING LEGAL DESCRIPTION:

PARCEL 1:

THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID EAST 1/2; THENCE EASTERLY, ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4, 196.81 FEET; THENCE SOUTHERLY, PARALLEL WITH THE WEST LINE OF SAID EAST 1/2 OF THE SOUTHWEST 1/4, 332.0 FEET; THENCE WESTERLY, PARALLEL WITH SAID NORTH LINE, 196.81 FEET TO SAID WEST LINE; THENCE NORTHERLY, ALONG SAID WEST LINE, 332.0 FEET TO THE POINT OF BEGINNING IN SEWARD TOWNSHIP, KENDALL COUNTY, ILLINOIS.

PIN: 09-36-300-010

ADDRESS: 730 HOLT RD., MINOOKAM ILLINOIS

PARCEL 2:

THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS:

EXCEPTION TRACT 1:

THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY RIGHT-OF- WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY, AND THE EAST LINE OF SAID SOUTHWEST QUARTER, WHICH POINT IS 870.26 FEET NORTH OF THE SOUTHEAST CORNER THEREOF; THENCE NORTH ALONG SAID EAST LINE OF THE SOUTHWEST QUARTER A DISTANCE OF 707.34 FEET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE, A DISTANCE OF 598.00 FEET TO AN ANGLE POINT WHICH IS 312.80 FEET (AT 90 DEGREES) WEST OF THE EAST LINE AND 1070.22 FEET (AT 90 DEGREES) NORTH OF THE SOUTH. LINE OF SAID SOUTHWEST QUARTER; THENCE CONTINUING IN A SOUTHWESTERLY DIRECTION A DISTANCE OF 1293.54 FEET TO A POINT ON THE WEST LINE OF SAID EAST HALF OF THE SOUTHWEST QUARTER, WHICH POINT IS 274.94 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTH ALONG SAID WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER, A DISTANCE OF 274.94 FEET TO SAID SOUTHWEST CORNER; THENCE EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 267.63 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE, A DISTANCE OF 1291.49 FEET TO A POINT ON SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF THE RAILWAY COMPANY, WHICH POINT IS 89.82 FEET SOUTHWESTERLY OF (MEASURED ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF THE RAILWAY COMPANY) THE POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF THE RAILWAY COMPANY, 89.82 FEET TO THE POINT OF BEGINNING, IN SEWARD TOWNSHIP, KENDALL COUNTY, ILLINOIS.

EXCEPTION TRACT 2:

THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, SECTION 36, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER, THENCE NORTH ALONG THE EAST LINE OF SAID QUARTER SECTION 870.26 FEET TO THE INTERSECTION OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 89.82 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTHWESTERLY ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 36; THENCE WEST ALONG SAID SOUTH LINE TO A POINT 267.63 FEET EAST OF THE SOUTHWEST CORNER OF SAID QUARTER-QUARTER; THENCE NORTHEASTERLY 1291.49 FEET TO THE POINT OF BEGINNING, IN SEWARD TOWNSHIP, KENDALL COUNTY, ILLINOIS.

EXCEPTION TRACT 3:

A PARCEL BEGINNING AT A POINT IN THE NORTH LINE OF SAID EAST HALF OF THE SOUTHWEST QUARTER, DISTANT THEREON EASTERLY 440 FEET FROM THE NORTHWEST CORNER THERE OF, AND RUNNING THENCE AT RIGHT ANGLE SOUTHERLY, A DISTANCE OF 200 FEET; THENCE AT A RIGHT ANGLE EASTERLY A DISTANCE OF 140 FEET; THENCE AT A RIGHT ANGLE NORTHERLY, A DISTANCE OF 200 FEET TO THE SAID NORTH LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 36; THENCE WESTERLY ALONG SAID NORTH LINE, A DISTANCE OF 140 FEET TO THE POINT OF BEGINNING, IN SEWARD TOWNSHIP, KENDALL COUNTY, ILLINOIS.

EXCEPTION TRACT 4:

THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID EAST HALF; THENCE EASTERLY, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, 424.0 FEET FOR THE POINT OF BEGINNING; THENCE SOUTHERLY, PERPENDICULAR TO SAID NORTH LINE, 200.0 FEET; THENCE EASTERLY, PARALLEL WITH SAID NORTH LINE, 16.0 FEET; THENCE NORTHERLY, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 200.0 FEET TO SAID NORTH LINE; THENCE WESTERLY, ALONG SAID NORTH LINE, 16.0 FEET TO THE POINT OF BEGINNING IN SEWARD TOWNSHIP, KENDALL COUNTY, ILLINOIS.

EXCEPTION TRACT 5:

THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID EAST HALF; THENCE EASTERLY, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, 580.0 FEET FOR THE POINT OF BEGINNING; THENCE SOUTHERLY, PERPENDICULAR TO SAID NORTH LINE, 200.0 FEET; THENCE EASTERLY, PARALLEL WITH SAID NORTH LINE, 84.0 FEET; THENCE NORTHERLY, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 200.0 FEET TO SAID NORTH LINE; THENCE WESTERLY, ALONG SAID NORTH LINE, 84.0 FEET TO THE POINT OF BEGINNING, IN SEWARD TOWNSHIP, KENDALL COUNTY, ILLINOIS.

EXCEPTION TRACT 6:

THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID EAST HALF; THENCE EASTERLY, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, 196.81 FEET; THENCE SOUTHERLY, PARALLEL WITH THE WEST LINE OF SAID EAST HALF OF THE SOUTHWEST QUARTER, 332.0 FEET; THENCE WESTERLY, PARALLEL WITH SAID NORTH LINE, 196.81 FEET TO SAID WEST LINE; THENCE NORTHERLY, ALONG SAID WEST LINE, 332.0 FEET TO THE POINT OF BEGINNING IN SEWARD TOWNSHIP, KENDALL COUNTY, ILLINOIS.

EXCEPTION TRACT 7:

THE ELGIN, JOLIET AND EASTERN RAILWAY RIGHT OF WAY, LYING IN SECTION 36, TOWNSHIP 35, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, SEWARD TOWNSHIP, KENDALL COUNTY, ILLINOIS.

EXCEPTION TRACT 8:

THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHEASTERLY OF THE ELGIN, JOLIET AND EASTERN RAILWAY RIGHT OF WAY, SEWARD TOWNSHIP, KENDALL COUNTY, ILLINOIS.

TOGETHER WITH THE FOLLOWING DESCRIBED TRACT:

THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, SECTION 36, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER, THENCE NORTH ALONG THE EAST LINE OF SAID QUARTER SECTION 870.26 FEET TO THE INTERSECTION OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE 89.82 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTHWESTERLY ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE TO THE SOUTH LINE OF THE SOUTH EAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 36; THENCE WEST ALONG SAID SOUTH LINE TO A POINT 267.63 FEET EAST OF THE SOUTHWEST CORNER OF SAID QUARTER QUARTER; THENCE NORTHEASTERLY 1291.49 FEET TO THE POINT OF BEGINNING, IN SEWARD TOWNSHIP, KENDALL COUNTY, ILLINOIS.

PIN: 09-36-300-009

ADDRESS: N/A

PARCEL 3:

THAT PART OF LOT 1 IN SUMMERFIELD EAST SUBDIVISION, BEING THAT PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED

OCTOBER 15, 2004 AS DOCUMENT 200400028916 AND RERECORDED OCTOBER 19, 2004 AS DOCUMENT 200400029155, IN KENDALL COUNTY, ILLINOIS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: A PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE RECOVERED RAILROAD SPIKE MARKING THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER; THENCE NORTH 1 DEGREE 21 MINUTES 58 SECONDS WEST 671.49 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 88 DEGREES 38 MINUTES 02 SECONDS EAST 198.27 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 01 DEGREE 21 MINUTES 58 SECONDS WEST 147.58 FEET ALONG A LINE PARALLEL TO THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 88 DEGREES 38 MINUTES 02 SECONDS EAST 147.58 FEET; THENCE SOUTH 1 DEGREE 21 MINUTES 58 SECONDS EAST 147.58 FEET ALONG A LINE PARALLEL TO THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 88 DEGREES 38 MINUTES 02 SECONDS WEST 147.58 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 0.500 ACRES, MORE OR LESS, ALL SITUATED IN SEWARD TOWNSHIP, KENDALL COUNTY, ILLINOIS.

PIN:09-25-300-016
ADDRESS: N/A

PARCEL 4:

LOT 1 IN SUMMERFIELD EAST SUBDIVISION, BEING THAT PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 2004 AS DOCUMENT 200400028916 AND RERECORDED OCTOBER 19, 2004 AS DOCUMENT 200400029155, IN KENDALL COUNTY, ILLINOIS; EXCEPTING THEREFROM: A PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE RECOVERED RAILROAD SPIKE MARKING THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER; THENCE NORTH 1 DEGREE 21 MINUTES 58 SECONDS WEST 671.49 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 88 DEGREES 38 MINUTES 02 SECONDS EAST 198.27 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 01 DEGREE 21 MINUTES 58 SECONDS WEST 147.58 FEET ALONG A LINE PARALLEL TO THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 88 DEGREES 38 MINUTES 02 SECONDS EAST 147.58 FEET; THENCE SOUTH 1 DEGREE 21 MINUTES 58 SECONDS EAST 147.58 FEET ALONG A LINE PARALLEL TO THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 88 DEGREES 38 MINUTES 02 SECONDS WEST 147.58 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 0.500 ACRES, MORE OR LESS, ALL SITUATED IN SEWARD TOWNSHIP, KENDALL COUNTY, ILLINOIS.

PIN: 09-25-300-017
ADDRESS: N/A

PARCEL 5:

THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF SEWARD, KENDALL COUNTY, ILLINOIS. EXCEPTING THEREFROM THAT PART OF THE LAND DEDICATED TO THE COUNTY OF KENDALL BY DEDICATION RECORDED IN BOOK 103 PAGE 275 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: A PART OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 36; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 36 29.00 FEET TO THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING; THENCE EAST ON THE NORTH LINE OF SAID SECTION 36, 6.0 FEET; THENCE SOUTHERLY PARALLEL WITH THE CENTERLINE OF IMPROVEMENT FOR STATE AID ROUTE 11, SECTION 9-MFT, KENDALL COUNTY, ILLINOIS, SAID CENTERLINE AS SHOWN BY PLAT RECORDED ON PAGE 41 OF PLAT BOOK 8 OF THE RECORDS OF KENDALL COUNTY, ILLINOIS 1327.0 FEET; THENCE WEST 3.0 FEET; THENCE NORTHERLY 1327.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.137 ACRES, MORE OR LESS.

PIN: 09-36-100-001
ADDRESS: N/A

PARCEL 6:

THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF SEWARD, KENDALL COUNTY, ILLINOIS. EXCEPTING THEREFROM THAT PART OF THE LAND DEDICATED TO THE COUNTY OF KENDALL BY DEDICATION RECORDED IN BOOK 103 PAGE 275 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: A PART OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 36; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 36 29.00 FEET TO THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING; THENCE EAST ON THE NORTH LINE OF SAID SECTION 36, 6.0 FEET; THENCE SOUTHERLY PARALLEL WITH THE CENTERLINE OF IMPROVEMENT FOR STATE AID ROUTE 11, SECTION 9-MFT, KENDALL COUNTY, ILLINOIS, SAID CENTERLINE AS SHOWN BY PLAT RECORDED ON PAGE 41 OF PLAT BOOK 8 OF THE RECORDS OF KENDALL COUNTY, ILLINOIS 1327.0 FEET; THENCE WEST 3.0 FEET; THENCE NORTHERLY 1327.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.137 ACRES, MORE OR LESS.

ALSO EXCEPTING THEREFROM THAT PART OF THE LAND CONVEYED TO THE PEOPLE OF THE COUNTY OF KENDALL BY DEDICATION DEED AND SKETCH RECORDED IN BOOK 105 PAGE 18 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: A PART OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 36; THENCE SOUTHERLY ALONG THE CENTERLINE OF IMPROVEMENT OF STATE AID ROUTE 11, SECTION 9-MFT, KENDALL

COUNTY, ILLINOIS, SAID CENTERLINE AS SHOWN BY PLAT RECORDED ON PAGE 41 BOOK 8 OF THE RECORDS OF KENDALL COUNTY, ILLINOIS 1327.0 FEET TO STATION 145+91 OF SAID CENTERLINE; THENCE EAST 32.0 FEET TO THE POINT OF BEGINNING, FROM SAID POINT OF BEGINNING THENCE EAST 3.0 FEET; THENCE SOUTHERLY PARALLEL TO SAID CENTERLINE 409.00 FEET; THENCE NORTHERLY TO THE POINT OF BEGINNING, CONTAINING 0.014 ACRES, MORE OR LESS. ALSO EXCEPTING THEREFROM THAT PART OF THE LAND CONVEYED TO THE COUNTY OF KENDALL BY TRUSTEE'S DEED RECORDED DECEMBER 6, 2018 AS DOCUMENT NO. 20180017350 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS, USING BEARINGS AND GRID DISTANCES TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE NAD 83- 2011ADJ: BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 36; THENCE NORTH 01 DEGREES 28 MINUTES 23 SECONDS WEST 854.99 FEET ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 36; THENCE NORTH 88 DEGREES 31 MINUTES 37 SECONDS EAST 75.00 FEET; THENCE SOUTH 01 DEGREES 28 MINUTES 23 SECONDS EAST 758.57 FEET; THENCE SOUTH 60 DEGREES 35 MINUTES 55 SECONDS EAST 98.79 FEET; THENCE NORTH 88 DEGREES 16 MINUTES 01 SECONDS EAST 637.53 FEET; THENCE SOUTH 01 DEGREES 43 MINUTES 59 SECONDS EAST 44.07 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 36; THENCE SOUTH 88 DEGREES 12 MINUTES 00 SECONDS WEST 797.53 FEET ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 36 TO THE POINT OF BEGINNING, CONTAINING 2.259 ACRES, MORE OR LESS, OF WHICH 1.264 ACRES, MORE OR LESS IS WITHIN THE EXISTING RIGHT OF WAY.

PIN: 09-36-100-003

ADDRESS: N/A

PARCEL 7:

THAT PART OF THE SOUTHWEST ¼ SECTION OF 25, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION THENCE NORTHERLY ALONG THE WEST LINE OF SAID SECTION 593.00 FEET, THENCE EASTERLY AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 470.22 FEET, THENCE SOUTHERLY AND PARALLEL WITH THE WEST LINE OF SAID SECTION 593.00 FEET TO THE SOUTH LINE OF SAID SECTION, THENCE WESTERLY ALONG SAID SOUTH LINE 470.22 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF SEWARD, KENDAL COUNTY, ILLINOIS.

EXCEPT THEREFROM THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL COUNTY, ILLINOIS, BEARING AND DISTANCES ARE BASED ON THE ILLINOIS STATE PLAN COORDINATE SYSTEM, EAST ZONE, NAD83 (2011 ADJUSTMENT), WITH A COMBINED FACTOR OF 0.99995096; DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 25; THENCE NORTH 01 DEGREES 28 MINUTES 10 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER 593.00 FEET; THENCE NORTH

88 DEGREES 01 MINUTES 05 SECONDS EAST 60.00 FEET; THENCE SOUTH 01 DEGREES 28 MINUTES 10 SECONDS EAST 593.00 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 88 DEGREES 01 MINUTES 05 SECONDS WEST ALONG SAID SOUTH LINE 60.00 FEET TO THE POINT OF BEGINNING.

PIN: 09-25-300-003

ADDRESS: 16929 RIDGE RD., MINOOKA, ILLINOIS

PARCEL 8:

THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID EAST HALF; THENCE EASTERLY, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER 424.0 FEET FOR THE POINT OF BEGINNING; THENCE SOUTHERLY, PERPENDICULAR TO SAID NORTH LINE, 200.0 FEET; THENCE EASTERLY, PARALLEL WITH SAID NORTH LINE, 16.0 FEET; THENCE NORTHERLY, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 200.0 FEET TO SAID NORTH LINE; THENCE WESTERLY, ALONG SAID NORTH LINE, 16.0 FEET TO THE POINT OF BEGINNING IN SEWARD TOWNSHIP, KENDALL COUNTY, ILLINOIS.

PIN: 09-36-300-007

ADDRESS: 660 HOLT RD., MINOOKA, ILLINOIS

PARCEL 9:

THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID EAST HALF; THENCE EASTERLY, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, 440.0 FEET FOR THE POINT OF BEGINNING; THENCE SOUTHERLY, PERPENDICULAR TO SAID NORTH LINE, 200.00 FEET; THENCE EASTERLY, PARALLEL WITH SAID NORTH LINE, 140.0 FEET; THENCE NORTHERLY, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 200.0 FEET TO SAID NORTH LINE; THENCE WESTERLY, ALONG SAID NORTH LINE, 140.00 FEET TO THE POINT OF BEGINNING IN SEWARD TOWNSHIP, KENDALL COUNTY, ILLINOIS.

PIN: 09-36-300-004

ADDRESS: 660 HOLT RD., MINOOKA, ILLINOIS

PARCEL 10:

THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID EAST HALF; THENCE EASTERLY, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, 580 FEET FOR THE POINT OF BEGINNING; THENCE SOUTHERLY, PERPENDICULAR TO SAID NORTH LINE, 200.0 FEET; THENCE EASTERLY, PARALLEL WITH SAID NORTH LINE 84.0 FEET; THENCE NORTHERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 200.0 FEET TO SAID NORTH LINE; THENCE WESTERLY, ALONG SAID NORTH LINE, 84.0

FEET TO THE POINT OF BEGINNING IN SEWARD TOWNSHIP, KENDALL COUNTY,
ILLINOIS.

PIN: 09-36-300-008

ADDRESS: 660 HOLT RD., MINOOKA, ILLINOIS

PARCEL 11:

LOT 2 IN SUMMERFIELD EAST SUBDIVISION, BEING THAT PART OF THE SOUTHWEST
QUARTER OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD
PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15,
2004 AS DOCUMENT 200400028916 AND RERECORDED OCTOBER 19, 2004 AS
DOCUMENT 200400029155, IN KENDALL COUNTY, ILLINOIS.

PIN: 09-25-300-009

ADDRESS: 920 WILDY RD., MINOOKA, ILLINOIS.

Exhibit B

Legal Description of Incorporated Property

INCORPORATED LEGAL DESCRIPTION:

PARCEL 3:

THAT PART OF LOT 1 IN SUMMERFIELD EAST SUBDIVISION, BEING THAT PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 2004 AS DOCUMENT 200400028916 AND RERECORDED OCTOBER 19, 2004 AS DOCUMENT 200400029155, IN KENDALL COUNTY, ILLINOIS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: A PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE RECOVERED RAILROAD SPIKE MARKING THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER; THENCE NORTH 1 DEGREE 21 MINUTES 58 SECONDS WEST 671.49 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 88 DEGREES 38 MINUTES 02 SECONDS EAST 198.27 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 01 DEGREE 21 MINUTES 58 SECONDS WEST 147.58 FEET ALONG A LINE PARALLEL TO THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 88 DEGREES 38 MINUTES 02 SECONDS EAST 147.58 FEET; THENCE SOUTH 1 DEGREE 21 MINUTES 58 SECONDS EAST 147.58 FEET ALONG A LINE PARALLEL TO THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 88 DEGREES 38 MINUTES 02 SECONDS WEST 147.58 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 0.500 ACRES, MORE OR LESS, ALL SITUATED IN SEWARD TOWNSHIP, KENDALL COUNTY, ILLINOIS.

PIN:09-25-300-016

ADDRESS: N/A

PARCEL 4:

LOT 1 IN SUMMERFIELD EAST SUBDIVISION, BEING THAT PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 2004 AS DOCUMENT 200400028916 AND RERECORDED OCTOBER 19, 2004 AS DOCUMENT 200400029155, IN KENDALL COUNTY, ILLINOIS; EXCEPTING THEREFROM: A PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE RECOVERED RAILROAD SPIKE MARKING THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER; THENCE NORTH 1 DEGREE 21 MINUTES 58 SECONDS WEST 671.49 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER;

THENCE NORTH 88 DEGREES 38 MINUTES 02 SECONDS EAST 198.27 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 01 DEGREE 21 MINUTES 58 SECONDS WEST 147.58 FEET ALONG A LINE PARALLEL TO THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 88 DEGREES 38 MINUTES 02 SECONDS EAST 147.58 FEET; THENCE SOUTH 1 DEGREE 21 MINUTES 58 SECONDS EAST 147.58 FEET ALONG A LINE PARALLEL TO THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 88 DEGREES 38 MINUTES 02 SECONDS WEST 147.58 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 0.500 ACRES, MORE OR LESS, ALL SITUATED IN SEWARD TOWNSHIP, KENDALL COUNTY, ILLINOIS.

PIN: 09-25-300-017
ADDRESS: N/A

PARCEL 11:

LOT 2 IN SUMMERFIELD EAST SUBDIVISION, BEING THAT PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 2004 AS DOCUMENT 200400028916 AND RERECORDED OCTOBER 19, 2004 AS DOCUMENT 200400029155, IN KENDALL COUNTY, ILLINOIS.

PIN: 09-25-300-009
ADDRESS: 920 WILDY RD., MINOOKA, ILLINOIS.

Exhibit C

Legal Description for Annexation Property

ANNEXATION LEGAL DESCRIPTION:

PARCEL 1:

THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID EAST 1/2; THENCE EASTERLY, ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4, 196.81 FEET; THENCE SOUTHERLY, PARALLEL WITH THE WEST LINE OF SAID EAST 1/2 OF THE SOUTHWEST 1/4, 332.0 FEET; THENCE WESTERLY, PARALLEL WITH SAID NORTH LINE, 196.81 FEET TO SAID WEST LINE; THENCE NORTHERLY, ALONG SAID WEST LINE, 332.0 FEET TO THE POINT OF BEGINNING IN SEWARD TOWNSHIP, KENDALL COUNTY, ILLINOIS.

PIN: 09-36-300-010

ADDRESS: 730 HOLT RD., MINOOKA, ILLINOIS

PARCEL 2:

THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS:

EXCEPTION TRACT 1:

THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY RIGHT-OF- WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY, AND THE EAST LINE OF SAID SOUTHWEST QUARTER, WHICH POINT IS 870.26 FEET NORTH OF THE SOUTHEAST CORNER THEREOF; THENCE NORTH ALONG SAID EAST LINE OF THE SOUTHWEST QUARTER A DISTANCE OF 707.34 FEET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE, A DISTANCE OF 598.00 FEET TO AN ANGLE POINT WHICH IS 312.80 FEET (AT 90 DEGREES) WEST OF THE EAST LINE AND 1070.22 FEET (AT 90 DEGREES) NORTH OF THE SOUTH. LINE OF SAID SOUTHWEST QUARTER; THENCE CONTINUING IN A SOUTHWESTERLY DIRECTION A DISTANCE OF 1293.54 FEET TO A POINT ON THE WEST LINE OF SAID EAST HALF OF THE SOUTHWEST QUARTER, WHICH POINT IS 274.94 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTH ALONG SAID WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER, A DISTANCE OF 274.94 FEET TO SAID SOUTHWEST CORNER; THENCE EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 267.63 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE, A DISTANCE OF 1291.49 FEET TO A POINT ON SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF THE RAILWAY COMPANY, WHICH POINT IS 89.82 FEET SOUTHWESTERLY OF (MEASURED ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF THE RAILWAY COMPANY) THE POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF THE RAILWAY COMPANY, 89.82 FEET TO THE POINT OF BEGINNING, IN SEWARD TOWNSHIP, KENDALL COUNTY, ILLINOIS.

EXCEPTION TRACT 2:

THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, SECTION 36, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER, THENCE NORTH ALONG THE EAST LINE OF SAID QUARTER SECTION 870.26 FEET TO THE INTERSECTION OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 89.82 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTHWESTERLY ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 36; THENCE WEST ALONG SAID SOUTH LINE TO A POINT 267.63 FEET EAST OF THE SOUTHWEST CORNER OF SAID QUARTER-QUARTER; THENCE NORTHEASTERLY 1291.49 FEET TO THE POINT OF BEGINNING, IN SEWARD TOWNSHIP, KENDALL COUNTY, ILLINOIS.

EXCEPTION TRACT 3:

A PARCEL BEGINNING AT A POINT IN THE NORTH LINE OF SAID EAST HALF OF THE SOUTHWEST QUARTER, DISTANT THEREON EASTERLY 440 FEET FROM THE NORTHWEST CORNER THERE OF, AND RUNNING THENCE AT RIGHT ANGLE SOUTHERLY, A DISTANCE OF 200 FEET; THENCE AT A RIGHT ANGLE EASTERLY A DISTANCE OF 140 FEET; THENCE AT A RIGHT ANGLE NORTHERLY, A DISTANCE OF 200 FEET TO THE SAID NORTH LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 36; THENCE WESTERLY ALONG SAID NORTH LINE, A DISTANCE OF 140 FEET TO THE POINT OF BEGINNING, IN SEWARD TOWNSHIP, KENDALL COUNTY, ILLINOIS.

EXCEPTION TRACT 4:

THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID EAST HALF; THENCE EASTERLY, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, 424.0 FEET FOR THE POINT OF BEGINNING; THENCE SOUTHERLY, PERPENDICULAR TO SAID NORTH LINE, 200.0 FEET; THENCE EASTERLY, PARALLEL WITH SAID NORTH LINE, 16.0 FEET; THENCE NORTHERLY, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 200.0 FEET TO SAID NORTH LINE; THENCE WESTERLY, ALONG SAID NORTH LINE, 16.0 FEET TO THE POINT OF BEGINNING IN SEWARD TOWNSHIP, KENDALL COUNTY, ILLINOIS.

EXCEPTION TRACT 5:

THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID EAST HALF; THENCE EASTERLY, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, 580.0 FEET FOR THE POINT OF BEGINNING; THENCE SOUTHERLY, PERPENDICULAR TO SAID NORTH LINE, 200.0 FEET; THENCE EASTERLY, PARALLEL WITH SAID NORTH LINE, 84.0 FEET; THENCE NORTHERLY, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 200.0 FEET TO SAID NORTH LINE; THENCE WESTERLY, ALONG SAID NORTH LINE, 84.0 FEET TO THE POINT OF BEGINNING, IN SEWARD TOWNSHIP, KENDALL COUNTY, ILLINOIS.

EXCEPTION TRACT 6:

THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID EAST HALF; THENCE EASTERLY, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, 196.81 FEET; THENCE SOUTHERLY, PARALLEL WITH THE WEST LINE OF SAID EAST HALF OF THE SOUTHWEST QUARTER, 332.0 FEET; THENCE WESTERLY, PARALLEL WITH SAID NORTH LINE, 196.81 FEET TO SAID WEST LINE; THENCE NORTHERLY, ALONG SAID WEST LINE, 332.0 FEET TO THE POINT OF BEGINNING IN SEWARD TOWNSHIP, KENDALL COUNTY, ILLINOIS.

EXCEPTION TRACT 7:

THE ELGIN, JOLIET AND EASTERN RAILWAY RIGHT OF WAY, LYING IN SECTION 36, TOWNSHIP 35, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, SEWARD TOWNSHIP, KENDALL COUNTY, ILLINOIS.

EXCEPTION TRACT 8:

THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHEASTERLY OF THE ELGIN, JOLIET AND EASTERN RAILWAY RIGHT OF WAY, SEWARD TOWNSHIP, KENDALL COUNTY, ILLINOIS.

TOGETHER WITH THE FOLLOWING DESCRIBED TRACT:

THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, SECTION 36, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER, THENCE NORTH ALONG THE EAST LINE OF SAID QUARTER SECTION 870.26 FEET TO THE INTERSECTION OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE 89.82 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTHWESTERLY ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE TO THE SOUTH LINE OF THE SOUTH EAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 36; THENCE WEST ALONG SAID SOUTH LINE TO A POINT 267.63 FEET EAST OF THE SOUTHWEST CORNER OF SAID QUARTER QUARTER; THENCE NORTHEASTERLY 1291.49 FEET TO THE POINT OF BEGINNING, IN SEWARD TOWNSHIP, KENDALL COUNTY, ILLINOIS.

PIN: 09-36-300-009

ADDRESS: N/A

PARCEL 5:

THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF SEWARD, KENDALL COUNTY, ILLINOIS. EXCEPTING THEREFROM THAT PART OF THE LAND DEDICATED TO THE COUNTY OF KENDALL BY DEDICATION RECORDED IN BOOK 103 PAGE 275 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: A PART OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 36; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 36 29.00 FEET TO THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING; THENCE EAST ON THE NORTH LINE OF SAID SECTION 36, 6.0 FEET; THENCE SOUTHERLY PARALLEL WITH THE CENTERLINE OF IMPROVEMENT FOR STATE AID ROUTE 11, SECTION 9-MFT, KENDALL COUNTY, ILLINOIS, SAID CENTERLINE AS SHOWN BY PLAT RECORDED ON PAGE 41 OF PLAT BOOK 8 OF THE RECORDS OF KENDALL COUNTY, ILLINOIS 1327.0 FEET; THENCE WEST 3.0 FEET; THENCE NORTHERLY 1327.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.137 ACRES, MORE OR LESS.

PIN: 09-36-100-001
ADDRESS: N/A

PARCEL 6:

THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF SEWARD, KENDALL COUNTY, ILLINOIS. EXCEPTING THEREFROM THAT PART OF THE LAND DEDICATED TO THE COUNTY OF KENDALL BY DEDICATION RECORDED IN BOOK 103 PAGE 275 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: A PART OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 36; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 36 29.00 FEET TO THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING; THENCE EAST ON THE NORTH LINE OF SAID SECTION 36, 6.0 FEET; THENCE SOUTHERLY PARALLEL WITH THE CENTERLINE OF IMPROVEMENT FOR STATE AID ROUTE 11, SECTION 9-MFT, KENDALL COUNTY, ILLINOIS, SAID CENTERLINE AS SHOWN BY PLAT RECORDED ON PAGE 41 OF PLAT BOOK 8 OF THE RECORDS OF KENDALL COUNTY, ILLINOIS 1327.0 FEET; THENCE WEST 3.0 FEET; THENCE NORTHERLY 1327.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.137 ACRES, MORE OR LESS.

ALSO EXCEPTING THEREFROM THAT PART OF THE LAND CONVEYED TO THE PEOPLE OF THE COUNTY OF KENDALL BY DEDICATION DEED AND SKETCH RECORDED IN BOOK 105 PAGE 18 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: A PART OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 36; THENCE SOUTHERLY ALONG THE CENTERLINE OF IMPROVEMENT OF STATE AID ROUTE 11, SECTION 9-MFT, KENDALL

COUNTY, ILLINOIS, SAID CENTERLINE AS SHOWN BY PLAT RECORDED ON PAGE 41 BOOK 8 OF THE RECORDS OF KENDALL COUNTY, ILLINOIS 1327.0 FEET TO STATION 145+91 OF SAID CENTERLINE; THENCE EAST 32.0 FEET TO THE POINT OF BEGINNING, FROM SAID POINT OF BEGINNING THENCE EAST 3.0 FEET; THENCE SOUTHERLY PARALLEL TO SAID CENTERLINE 409.00 FEET; THENCE NORTHERLY TO THE POINT OF BEGINNING, CONTAINING 0.014 ACRES, MORE OR LESS. ALSO EXCEPTING THEREFROM THAT PART OF THE LAND CONVEYED TO THE COUNTY OF KENDALL BY TRUSTEE'S DEED RECORDED DECEMBER 6, 2018 AS DOCUMENT NO. 20180017350 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS, USING BEARINGS AND GRID DISTANCES TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE NAD 83- 2011ADJ: BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 36; THENCE NORTH 01 DEGREES 28 MINUTES 23 SECONDS WEST 854.99 FEET ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 36; THENCE NORTH 88 DEGREES 31 MINUTES 37 SECONDS EAST 75.00 FEET; THENCE SOUTH 01 DEGREES 28 MINUTES 23 SECONDS EAST 758.57 FEET; THENCE SOUTH 60 DEGREES 35 MINUTES 55 SECONDS EAST 98.79 FEET; THENCE NORTH 88 DEGREES 16 MINUTES 01 SECONDS EAST 637.53 FEET; THENCE SOUTH 01 DEGREES 43 MINUTES 59 SECONDS EAST 44.07 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 36; THENCE SOUTH 88 DEGREES 12 MINUTES 00 SECONDS WEST 797.53 FEET ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 36 TO THE POINT OF BEGINNING, CONTAINING 2.259 ACRES, MORE OR LESS, OF WHICH 1.264 ACRES, MORE OR LESS IS WITHIN THE EXISTING RIGHT OF WAY.

PIN: 09-36-100-003
ADDRESS: N/A

PARCEL 7:

THAT PART OF THE SOUTHWEST ¼ SECTION OF 25, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION THENCE NORTHERLY ALONG THE WEST LINE OF SAID SECTION 593.00 FEET, THENCE EASTERLY AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 470.22 FEET, THENCE SOUTHERLY AND PARALLEL WITH THE WEST LINE OF SAID SECTION 593.00 FEET TO THE SOUTH LINE OF SAID SECTION, THENCE WESTERLY ALONG SAID SOUTH LINE 470.22 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF SEWARD, KENDAL COUNTY, ILLINOIS.

EXCEPT THEREFROM THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL COUNTY, ILLINOIS, BEARING AND DISTANCES ARE BASED ON THE ILLINOIS STATE PLAN COORDINATE SYSTEM, EAST ZONE, NAD83 (2011 ADJUSTMENT), WITH A COMBINED FACTOR OF 0.99995096; DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 25; THENCE NORTH 01 DEGREES 28 MINUTES 10 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER 593.00 FEET; THENCE NORTH

88 DEGREES 01 MINUTES 05 SECONDS EAST 60.00 FEET; THENCE SOUTH 01 DEGREES 28 MINUTES 10 SECONDS EAST 593.00 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 88 DEGREES 01 MINUTES 05 SECONDS WEST ALONG SAID SOUTH LINE 60.00 FEET TO THE POINT OF BEGINNING.

PIN: 09-25-300-003

ADDRESS: 16929 RIDGE RD., MINOOKA, ILLINOIS

PARCEL 8:

THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID EAST HALF; THENCE EASTERLY, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER 424.0 FEET FOR THE POINT OF BEGINNING; THENCE SOUTHERLY, PERPENDICULAR TO SAID NORTH LINE, 200.0 FEET; THENCE EASTERLY, PARALLEL WITH SAID NORTH LINE, 16.0 FEET; THENCE NORTHERLY, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 200.0 FEET TO SAID NORTH LINE; THENCE WESTERLY, ALONG SAID NORTH LINE, 16.0 FEET TO THE POINT OF BEGINNING IN SEWARD TOWNSHIP, KENDALL COUNTY, ILLINOIS.

PIN: 09-36-300-007

ADDRESS: 660 HOLT RD., MINOOKA, ILLINOIS

PARCEL 9:

THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID EAST HALF; THENCE EASTERLY, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, 440.0 FEET FOR THE POINT OF BEGINNING; THENCE SOUTHERLY, PERPENDICULAR TO SAID NORTH LINE, 200.00 FEET; THENCE EASTERLY, PARALLEL WITH SAID NORTH LINE, 140.0 FEET; THENCE NORTHERLY, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 200.0 FEET TO SAID NORTH LINE; THENCE WESTERLY, ALONG SAID NORTH LINE, 140.00 FEET TO THE POINT OF BEGINNING IN SEWARD TOWNSHIP, KENDALL COUNTY, ILLINOIS.

PIN: 09-36-300-004

ADDRESS: 660 HOLT RD., MINOOKA, ILLINOIS

PARCEL 10:

THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID EAST HALF; THENCE EASTERLY, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, 580 FEET FOR THE POINT OF BEGINNING; THENCE SOUTHERLY, PERPENDICULAR TO SAID NORTH LINE, 200.0 FEET; THENCE EASTERLY, PARALLEL WITH SAID NORTH LINE 84.0 FEET; THENCE NORTHERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 200.0 FEET TO SAID NORTH LINE; THENCE WESTERLY, ALONG SAID NORTH LINE, 84.0

FEET TO THE POINT OF BEGINNING IN SEWARD TOWNSHIP, KENDALL COUNTY,
ILLINOIS.

PIN: 09-36-300-008

ADDRESS: 660 HOLT RD., MINOOKA, ILLINOIS

TOGETHER WITH THE RIGHT-OF-WAY OF RIDGE ROAD AND HOLT ROAD LYING
COINCIDENT TO AND ADJOINING SAID ABOVE DESCRIBED LEGAL DESCRIPTION.

Exhibit D

Title Commitments



First American

Commitment for Title Insurance
Illinois - 2021 v. 01.00 (07-01-2021)

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: First American Title Insurance Company National Commercial Services
Issuing Office: 333 W. Santa Clara Street, Ste. 220, San Jose, CA 95113-1714
Issuing Office's ALTA® Registry ID: 1152936
Commitment Number: NCS-1239287-SC
Issuing Office File Number: NCS-1239287-SC
Property Address: 730 Holt Road, Minooka, IL 60447
Revision Number:

Customer Reference:

Title Inquiries to:
Escrow Inquiries to:

SCHEDULE A

1. Commitment Date: October 29, 2024
2. Policy to be issued:
 - a. ALTA® Extended Owner's Policy
Proposed Insured: To Be Furnished
Proposed Amount of Insurance: \$1,000.00
The estate or interest to be insured: See Item 3 below
 - b. ALTA® Extended Loan Policy
Proposed Insured: To Be Furnished
Proposed Amount of Insurance: \$1,000.00
The estate or interest to be insured: See Item 3 below
3. The estate or interest in the Land at the Commitment Date is:

Fee Simple
4. The Title is, at the Commitment Date, vested in:

Glen R. Dorman and Tamara L. Dorman, husband and wife, as joint tenants
5. The Land is described as follows:

THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT

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THE NORTHWEST CORNER OF SAID EAST 1/2; THENCE EASTERLY, ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4, 196.81 FEET; THENCE SOUTHERLY, PARALLEL WITH THE WEST LINE OF SAID EAST 1/2 OF THE SOUTHWEST 1/4, 332.0 FEET; THENCE WESTERLY, PARALLEL WITH SAID NORTH LINE, 196.81 FEET TO SAID WEST LINE; THENCE NORTHERLY, ALONG SAID WEST LINE, 332.0 FEET TO THE POINT OF BEGINNING IN SEWARD TOWNSHIP, KENDALL COUNTY, ILLINOIS.

THIS COMMITMENT IS VALID ONLY IF SCHEDULE B IS ATTACHED

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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: First American Title Insurance Company National Commercial Services
 Issuing Office: 333 W. Santa Clara Street, Ste. 220, San Jose, CA 95113-1714
 Issuing Office's ALTA® Registry ID: 1152936
 Commitment Number: NCS-1239285-SC
 Issuing Office File Number: NCS-1239285-SC
 Property Address: APN 09-36-300-009, , IL
 Revision Number:

Customer Reference:

Title Inquiries to:
 Escrow Inquiries to:

SCHEDULE A

1. Commitment Date: October 28, 2024
2. Policy to be issued:
 - a. ALTA® Extended Owner's Policy
 Proposed Insured: To Be Furnished
 Proposed Amount of Insurance: \$0.00
 The estate or interest to be insured: See Item 3 below
 - b. ALTA® Extended Loan Policy
 Proposed Insured: To Be Furnished
 Proposed Amount of Insurance: \$1,000.00
 The estate or interest to be insured: See Item 3 below
3. The estate or interest in the Land at the Commitment Date is:

 Fee Simple
4. The Title is, at the Commitment Date, vested in:

 The Edwin E. Feeney Trust
5. The Land is described as follows:

 PARCEL 1:

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THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS:

EXCEPTION PARCEL 1:

THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY, AND THE EAST LINE OF SAID SOUTHWEST QUARTER, WHICH POINT IS 870.26 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH ALONG SAID EAST LINE OF THE SOUTHWEST QUARTER A DISTANCE OF 707.34 FEET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE, A DISTANCE OF 598.00 FEET TO AN ANGLE POINT WHICH IS 312.80 FEET (AT 90 DEGREES) WEST OF THE EAST LINE AND 1070.22 FEET (AT 90 DEGREES) NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE CONTINUING IN A SOUTHWESTERLY DIRECTION A DISTANCE OF 1293.54 FEET TO A POINT ON THE WEST LINE OF SAID EAST HALF OF THE SOUTHWEST QUARTER, WHICH POINT IS 274.94 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTH ALONG SAID WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER, A DISTANCE OF 274.94 FEET TO SAID SOUTHWEST CORNER; THENCE EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 267.63 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE, A DISTANCE OF 1291.49 FEET TO A POINT ON SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF THE RAILWAY COMPANY, WHICH POINT IS 89.82 FEET SOUTHWESTERLY OF (MEASURED ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF THE RAILWAY COMPANY) THE POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF THE RAILWAY COMPANY, 89.82 FEET TO THE POINT OF BEGINNING, IN SEWARD TOWNSHIP, KENDALL COUNTY, ILLINOIS.

EXCEPTION PARCEL 2:

THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, SECTION 36, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER, THENCE NORTH ALONG THE EAST LINE OF SAID QUARTER SECTION 870.26 FEET TO THE INTERSECTION OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 89.82 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTHWESTERLY ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36; THENCE WEST ALONG SAID SOUTH LINE TO A POINT 267.63 FEET EAST OF THE SOUTHWEST CORNER OF SAID QUARTER QUARTER; THENCE NORTHEASTERLY 1291.49 FEET TO THE POINT OF BEGINNING, IN SEWARD TOWNSHIP, KENDALL COUNTY, ILLINOIS.

EXCEPTION PARCEL 3:

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A PARCEL BEGINNING AT A POINT IN THE NORTH LINE OF SAID EAST HALF OF THE SOUTHWEST QUARTER, DISTANT THEREON EASTERLY 440 FEET FROM THE NORTHWEST CORNER THEREOF, AND RUNNING THENCE AT RIGHT ANGLE SOUTHERLY, A DISTANCE OF 200 FEET; THENCE AT A RIGHT ANGLE EASTERLY A DISTANCE OF 140 FEET; THENCE AT A RIGHT ANGLE NORTHERLY, A DISTANCE OF 200 FEET TO THE SAID NORTH LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 36; THENCE WESTERLY ALONG SAID NORTH LINE, A DISTANCE OF 140 FEET TO THE POINT OF BEGINNING, IN SEWARD TOWNSHIP, KENDALL COUNTY, ILLINOIS,

EXCEPTION PARCEL 4:

THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID EAST HALF; THENCE EASTERLY, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, 424.0 FEET FOR THE POINT OF BEGINNING; THENCE SOUTHERLY, PERPENDICULAR TO SAID NORTH LINE, 200.0 FEET; THENCE EASTERLY, PARALLEL WITH SAID NORTH LINE, 16.0 FEET; THENCE NORTHERLY, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 200.0 FEET TO SAID NORTH LINE; THENCE WESTERLY, ALONG SAID NORTH LINE, 16.0 FEET TO THE POINT OF BEGINNING IN SEWARD TOWNSHIP, KENDALL COUNTY, ILLINOIS.

EXCEPTION PARCEL 5:

THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID EAST HALF; THENCE EASTERLY, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, 580.0 FEET FOR THE POINT OF BEGINNING; THENCE SOUTHERLY, PERPENDICULAR TO SAID NORTH LINE, 200.0 FEET; THENCE EASTERLY, PARALLEL WITH SAID NORTH LINE, 84.0 FEET; THENCE NORTHERLY, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 200.0 FEET TO SAID NORTH LINE; THENCE WESTERLY, ALONG SAID NORTH LINE, 84.0 FEET TO THE POINT OF BEGINNING, IN SEWARD TOWNSHIP, KENDALL COUNTY, ILLINOIS.

EXCEPTION PARCEL 6:

THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID EAST HALF; THENCE EASTERLY, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, 196.81 FEET; THENCE SOUTHERLY, PARALLEL WITH THE WEST LINE OF SAID EAST HALF OF THE SOUTHWEST QUARTER, 332.0 FEET; THENCE WESTERLY, PARALLEL WITH SAID NORTH LINE, 196.81 FEET TO SAID WEST LINE; THENCE NORTHERLY, ALONG SAID WEST LINE, 332.0 FEET TO THE POINT OF BEGINNING IN SEWARD TOWNSHIP, KENDALL COUNTY, ILLINOIS.

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EXCEPTION PARCEL 7:

THE ELGIN, JOLIET AND EASTERN RAILWAY RIGHT OF WAY, LYING IN SECTION 36, TOWNSHIP 35, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, SEWARD TOWNSHIP, KENDALL COUNTY, ILLINOIS.

EXCEPTION PARCEL 8:

THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHEASTERLY OF THE ELGIN, JOLIET AND EASTERN RAILWAY RIGHT OF WAY, SEWARD TOWNSHIP, KENDALL COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, SECTION 36, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER, THENCE NORTH ALONG THE EAST LINE OF SAID QUARTER SECTION 870. 26 FEET TO THE INTERSECTION OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE 89.82 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTHWESTERLY ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 36; THENCE WEST ALONG SAID SOUTH LINE TO A POINT 267.63 FEET EAST OF THE SOUTHWEST CORNER OF SAID QUARTER QUARTER; THENCE NORTHEASTERLY 1291.49 FEET TO THE POINT OF BEGINNING, IN SEWARD TOWNSHIP, KENDALL COUNTY, ILLINOIS.

NOTE: THE LEGAL DESCRIPTION IS FOR INFORMATIONAL PURPOSES ONLY. WE MUST BE PROVIDED AN ACCEPTABLE ALTA/NSPS SURVEY OF THE LAND INTENDED TO BE INSURED.

THIS COMMITMENT IS VALID ONLY IF SCHEDULE B IS ATTACHED

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First American

Commitment for Title Insurance
Illinois - 2021 v. 01.00 (07-01-2021)

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: First American Title Insurance Company National Commercial Services
Issuing Office: 333 W. Santa Clara Street, Ste. 220, San Jose, CA 95113-1714
Issuing Office's ALTA® Registry ID: 1152936
Commitment Number: NCS-1239284-SC
Issuing Office File Number: NCS-1239284-SC
Property Address: , , IL
Revision Number:

Customer Reference:

Title Inquiries to:
Escrow Inquiries to:

SCHEDULE A

1. Commitment Date: November 14, 2024
2. Policy to be issued:
 - a. ALTA® Extended Owner's Policy
Proposed Insured: To Be Determined
Proposed Amount of Insurance: \$1,000.00
The estate or interest to be insured: See Item 3 below
 - b. ALTA® Extended Loan Policy
Proposed Insured: To Be Determined
Proposed Amount of Insurance: \$1,000.00
The estate or interest to be insured: See Item 3 below
3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

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4. The Title is, at the Commitment Date, vested in:

First Midwest Bank, as Trustee of the Russell Khater Trust dated February 8, 1993 as to Parcels 1 and 2

AND

Heritage First National Bank of Lockport, as Trustee under the provisions of a Trust Agreement dated April 1, 1974 and known as Trust No. 72-11490 as to Parcels 3 and 4

5. The Land is described as follows:

Parcel 1:

That part of Lot 1 in Summerfield East Subdivision, being that part of the Southwest Quarter of Section 25, Township 35 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded October 15, 2004 as document 200400028916 and rerecorded October 19, 2004 as document 200400029155, in Kendall County, Illinois and more particularly described as follows:

A part of the Southwest Quarter of Section 25, Township 35 North, Range 8 East of the Third Principal Meridian, more particularly described as follows:

Commencing at the recovered railroad spike marking the Southwest corner of the Southwest Quarter; thence North 1 degree 21 minutes 58 seconds West 671.49 feet along the West line of said Southwest Quarter; thence North 88 degrees 38 minutes 02 seconds East 198.27 feet to the true point of beginning; thence North 01 degree 21 minutes 58 seconds West 147.58 feet along a line parallel to the West line of said Southwest Quarter; thence North 88 degrees 38 minutes 02 seconds East 147.58 feet; thence South 1 degree 21 minutes 58 seconds East 147.58 feet along a line parallel to the West line of said Southwest Quarter; thence South 88 degrees 38 minutes 02 seconds West 147.58 feet to the true point of beginning, containing 0.500 acres, more or less, all situated in Seward Township, Kendall County, Illinois.

Parcel 2:

Lot 1 in Summerfield East Subdivision, being that part of the Southwest Quarter of Section 25, Township 35 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded October 15, 2004 as document 200400028916 and rerecorded October 19, 2004 as document 200400029155, in Kendall County, Illinois;

Excepting Therefrom:

A part of the Southwest Quarter of Section 25, Township 35 North, Range 8 East of the Third Principal Meridian, more particularly described as follows:

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Commencing at the recovered railroad spike marking the Southwest corner of the Southwest Quarter; thence North 1 degree 21 minutes 58 seconds West 671.49 feet along the West line of said Southwest Quarter; thence North 88 degrees 38 minutes 02 seconds East 198.27 feet to the true point of beginning; thence North 01 degree 21 minutes 58 seconds West 147.58 feet along a line parallel to the West line of said Southwest Quarter; thence North 88 degrees 38 minutes 02 seconds East 147.58 feet; thence South 1 degree 21 minutes 58 seconds East 147.58 feet along a line parallel to the West line of said Southwest Quarter; thence South 88 degrees 38 minutes 02 seconds West 147.58 feet to the true point of beginning, containing 0.500 acres, more or less, all situated in Seward Township, Kendall County, Illinois.

Parcel 3:

The North Half of the Northwest Quarter of Section 36, Township 35 North, Range 8 East of the Third Principal Meridian, in the Township of Seward, Kendall County, Illinois.

EXCEPTING THEREFROM that part of the land dedicated to the County of Kendall by Dedication recorded in Book 103 Page 275 and more particularly described as follows:

A part of the Northwest Quarter of Section 36, Township 35 North, Range 8 East of the Third Principal Meridian described as follows:

Commencing at the Northwest corner of said Section 36; thence East along the North line of said Section 36 29.00 feet to the point of beginning; from said point of beginning; thence East on the North line of said Section 36, 6.0 feet; thence Southerly parallel with the centerline of improvement for State Aid Route 11, Section 9-MFT, Kendall County, Illinois, said centerline as shown by plat recorded on Page 41 of Plat Book 8 of the records of Kendall County, Illinois 1327.0 feet; thence West 3.0 feet; thence Northerly 1327.00 feet to the point of beginning, containing 0.137 acres, more or less.

Parcel 4:

The South half of the Northwest Quarter of Section 36, Township 35 North, Range 8 East of the Third Principal Meridian, in the Township of Seward, Kendall County, Illinois.

EXCEPTING THEREFROM that part of the land dedicated to the County of Kendall by Dedication recorded in Book 103 Page 275 and more particularly described as follows:

A part of the Northwest Quarter of Section 36, Township 35 North, Range 8 East of the Third Principal Meridian described as follows:

Commencing at the Northwest corner of said Section 36; thence East along the North line of said Section 36 29.00 feet to the point of beginning; from said point of beginning; thence East on the North line of said Section 36, 6.0 feet; thence Southerly parallel with the centerline of improvement

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for State Aid Route 11, Section 9-MFT, Kendall County, Illinois, said centerline as shown by plat recorded on Page 41 of Plat Book 8 of the records of Kendall County, Illinois 1327.0 feet; thence West 3.0 feet; thence Northerly 1327.00 feet to the point of beginning, containing 0.137 acres, more or less.

ALSO EXCEPTING THEREFROM that part of the land conveyed to the People of the County of Kendall by Dedication Deed and Sketch recorded in Book 105 Page 18 and more particularly described as follows:

A part of the Northwest Quarter of Section 36, Township 35 North, Range 8 East of the Third principal Meridian described as follows:

Commencing at the Northwest corner of said Section 36; thence Southerly along the centerline of improvement of State Aid Route 11, Section 9-MFT, Kendall County, Illinois, said centerline as shown by plat recorded on Page 41 Book 8 of the records of Kendall County, Illinois 1327.0 feet to Station 145+91 of said centerline; thence East 32.0 feet to the point of beginning, from said point of beginning thence East 3.0 feet; thence Southerly parallel to said centerline 409.00 feet; thence Northerly to the point of beginning, containing 0.014 acres, more or less.

ALSO EXCEPTING THEREFROM that part of the land conveyed to the County of Kendall by Trustee's Deed recorded December 6, 2018 as document no. 20180017350 and more particularly described as follows:

Part of the South half of the Northwest Quarter of Section 36, Township 35 North, Range 8 East of the Third Principal Meridian, Kendall County, Illinois, more particularly described as follows, using bearings and grid distances to the Illinois State Plane Coordinate System, East Zone NAD 83-2011ADJ:

Beginning at the Southwest corner of the Northwest Quarter of said Section 36; thence North 01 degrees 28 minutes 23 seconds West 854.99 feet along the West line of the Northwest Quarter of said Section 36; thence North 88 degrees 31 minutes 37 seconds East 75.00 feet; thence South 01 degrees 28 minutes 23 seconds East 758.57 feet; thence South 60 degrees 35 minutes 55 seconds East 98.79 feet; thence North 88 degrees 16 minutes 01 seconds East 637.53 feet; thence South 01 degrees 43 minutes 59 seconds East 44.07 feet to a point on the South line of the Northwest Quarter of said Section 36; thence South 88 degrees 12 minutes 00 seconds West 797.53 feet along the South line of the Northwest Quarter of said Section 36 to the point of beginning, containing 2.259 acres, more or less, of which 1.264 acres, more or less is within the existing right of way.

THIS COMMITMENT IS VALID ONLY IF SCHEDULE B IS ATTACHED

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: First American Title Insurance Company National Commercial Services
 Issuing Office: 333 W. Santa Clara Street, Ste. 220, San Jose, CA 95113-1714
 Issuing Office's ALTA® Registry ID: 1152936
 Commitment Number: NCS-1251210-SC
 Issuing Office File Number: NCS-1251210-SC
 Property Address: 16929 North Ridge Road, Minooka, IL 60447
 Revision Number: (JMG 4/3/2025) REV to waive Ex. 9

Customer Reference:

Title Inquiries to:
 Escrow Inquiries to:

SCHEDULE A

1. Commitment Date: February 11, 2025
2. Policy to be issued:
 - a. ALTA® Extended Owner's Policy
 Proposed Insured: Equinix, LLC
 Proposed Amount of Insurance: \$2,000,000.00
 The estate or interest to be insured: See Item 3 below
 - b. ALTA® Extended Loan Policy
 Proposed Insured: To Be Determined
 Proposed Amount of Insurance: \$To Be Determined
 The estate or interest to be insured: See Item 3 below
 - c. 2021 ALTA Policy - form(s) To Be Determined
 Proposed Insured: To Be Determined
 Proposed Amount of Insurance: \$To Be Determined
 The estate or interest to be insured: See Item 3 below
3. The estate or interest in the Land at the Commitment Date is:

 Fee Simple
4. The Title is, at the Commitment Date, vested in:

 Eric R. Palmer and Renee S. Palmer, husband and wife, to be held not in tenancy in common, not in joint tenancy, but tenancy by the entireties

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5. The Land is described as follows:

That part of the Southwest 1/4 of Section 25, Township 35 North, Range 8 East of the Third Principal Meridian, described as follows: Beginning at the Southwest corner of said Section thence Northerly along the West line of said Section 593.00 feet, thence Easterly and parallel with the South line of said Section 470.22 feet, thence Southerly and parallel with the West line of said Section 593.00 feet to the South line of said Section, thence Westerly along said South line 470.22 feet to the point of beginning, in the Township of Seward, Kendall County, Illinois.

THIS COMMITMENT IS VALID ONLY IF SCHEDULE B IS ATTACHED

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First American

Commitment for Title Insurance
Illinois - 2021 v. 01.00 (07-01-2021)

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: First American Title Insurance Company National Commercial Services
Issuing Office: 333 W. Santa Clara Street, Ste. 220, San Jose, CA 95113-1714
Issuing Office's ALTA® Registry ID: 1152936
Commitment Number: NCS-1239288-SC
Issuing Office File Number: NCS-1239288-SC
Property Address: 660 Holt Road, Minooka, IL 60447
Revision Number:

Customer Reference:

Title Inquiries to:
Escrow Inquiries to:

SCHEDULE A

1. Commitment Date: October 29, 2024
2. Policy to be issued:
 - a. ALTA® Extended Owner's Policy
Proposed Insured: To be furnished
Proposed Amount of Insurance: \$1,000.00
The estate or interest to be insured: See Item 3 below
 - b. ALTA® Extended Loan Policy
Proposed Insured: To be furnished
Proposed Amount of Insurance: \$1,000.00
The estate or interest to be insured: See Item 3 below

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Sharon L. Sasso, a married person

5. The Land is described as follows:

Parcel One: That part of the East Half of the Southwest Quarter of Section 36, Township 35 North, Range 8 East of the Third Principal Meridian described as follows: Commencing at the Northwest

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corner of said East Half; thence Easterly, along the North line of said Southwest Quarter 424.0 feet for the point of beginning; thence Southerly, perpendicular to said North line, 200.0 feet; thence Easterly, parallel with said North line, 16.0 feet; thence Northerly, perpendicular to the last described course, 200.0 feet to said North line; thence Westerly, along said North line, 16.0 feet to the point of beginning in Seward Township, Kendall County, Illinois.

Parcel Two:

That part of the East Half of the Southwest Quarter of Section 36, Township 35 North, Range 8 East of the Third Principal Meridian described as follows: Commencing at the Northwest corner of said East Half; thence Easterly, along the North line of said Southwest Quarter, 440.0 feet for the point of beginning; thence Southerly, perpendicular to said North line, 200.00 feet; thence Easterly, parallel with said North line, 140.0 feet; thence Northerly, perpendicular to the last described course, 200.0 feet to said North line; thence Westerly, along said North line, 140.00 feet to the point of beginning in Seward Township, Kendall County, Illinois.

Parcel Three:

That part of the East Half of the Southwest Quarter of Section 36, Township 35 North, Range 8 East of the Third Principal Meridian described as follows: Commencing at the Northwest corner of said East Half; thence Easterly, along the North line of said Southwest Quarter, 580 feet for the point of beginning; thence Southerly, perpendicular to said North line, 200.0 feet; thence Easterly, parallel with said North line 84.0 feet; thence Northerly perpendicular to the last described course, 200.0 feet to said North line; thence Westerly, along said North line, 84.0 feet to the point of beginning in Seward Township, Kendall County, Illinois.

THIS COMMITMENT IS VALID ONLY IF SCHEDULE B IS ATTACHED

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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First American

Commitment for Title Insurance
Illinois - 2021 v. 01.00 (07-01-2021)

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: First American Title Insurance Company National Commercial Services
Issuing Office: 333 W. Santa Clara Street, Ste. 220, San Jose, CA 95113-1714
Issuing Office's ALTA® Registry ID: 1152936
Commitment Number: NCS-1264462-SC
Issuing Office File Number: NCS-1264462-SC
Property Address: 920 Wildy Road, Minooka, IL 60447
Revision Number:

Customer Reference:

Title Inquiries to:
Escrow Inquiries to:

SCHEDULE A

1. Commitment Date: June 03, 2025
2. Policy to be issued:
 - a. ALTA® Extended Owner's Policy
Proposed Insured: To Be Furnished
Proposed Amount of Insurance: \$1,000.00
The estate or interest to be insured: See Item 3 below
 - b. ALTA® Extended Loan Policy
Proposed Insured: To Be Furnished
Proposed Amount of Insurance: \$1,000.00
The estate or interest to be insured: See Item 3 below
3. The estate or interest in the Land at the Commitment Date is:

Fee Simple
4. The Title is, at the Commitment Date, vested in:

Timothy P. Hasselbring and Ashley M. Hasselbring, husband and wife, not as joint tenants or tenants in common but as tenants by the entirety
5. The Land is described as follows:

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Lot 2 in SUMMERFIELD EAST SUBDIVISION, being a subdivision in that part of the Southwest 1/4 of Section 25, Township 35 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded October 15, 2004 as Document 200400028916 and re-recorded October 19, 2004 as Document Number 200400029155, in Kendall County, Illinois.

THIS COMMITMENT IS VALID ONLY IF SCHEDULE B IS ATTACHED

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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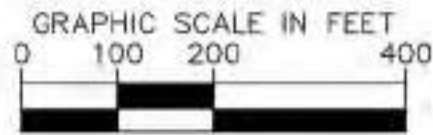
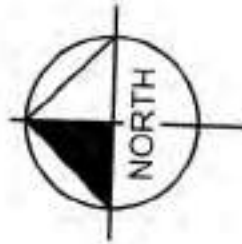
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Exhibit E

[Intentionally Omitted]

Exhibit F

Concept Plan



SUPPLEMENTAL LOT INFORM

1. IMPERVIOUS AGGREGATE AREA CALCULATIONS (LOT 1-7)
SITE AREA = 300.63 AC
IMPERVIOUS AREA = 180.21 AC
IMPERVIOUS AREA PERCENTAGE = 0.59
MAXIMUM ALLOWABLE = 0.7
2. STORMWATER DETENTION BASINS - THE PROPOSED STORM
DETENTION BASINS WILL BE FLAT BOTTOM NATIVE PLANTED
BASINS.
3. LANDBANK PARKING (1 STALL PER 1,500 SF)
LOT 2 = 126 STALLS PER BUILDING
LOTS 3-6 = 74 STALLS PER BUILDING

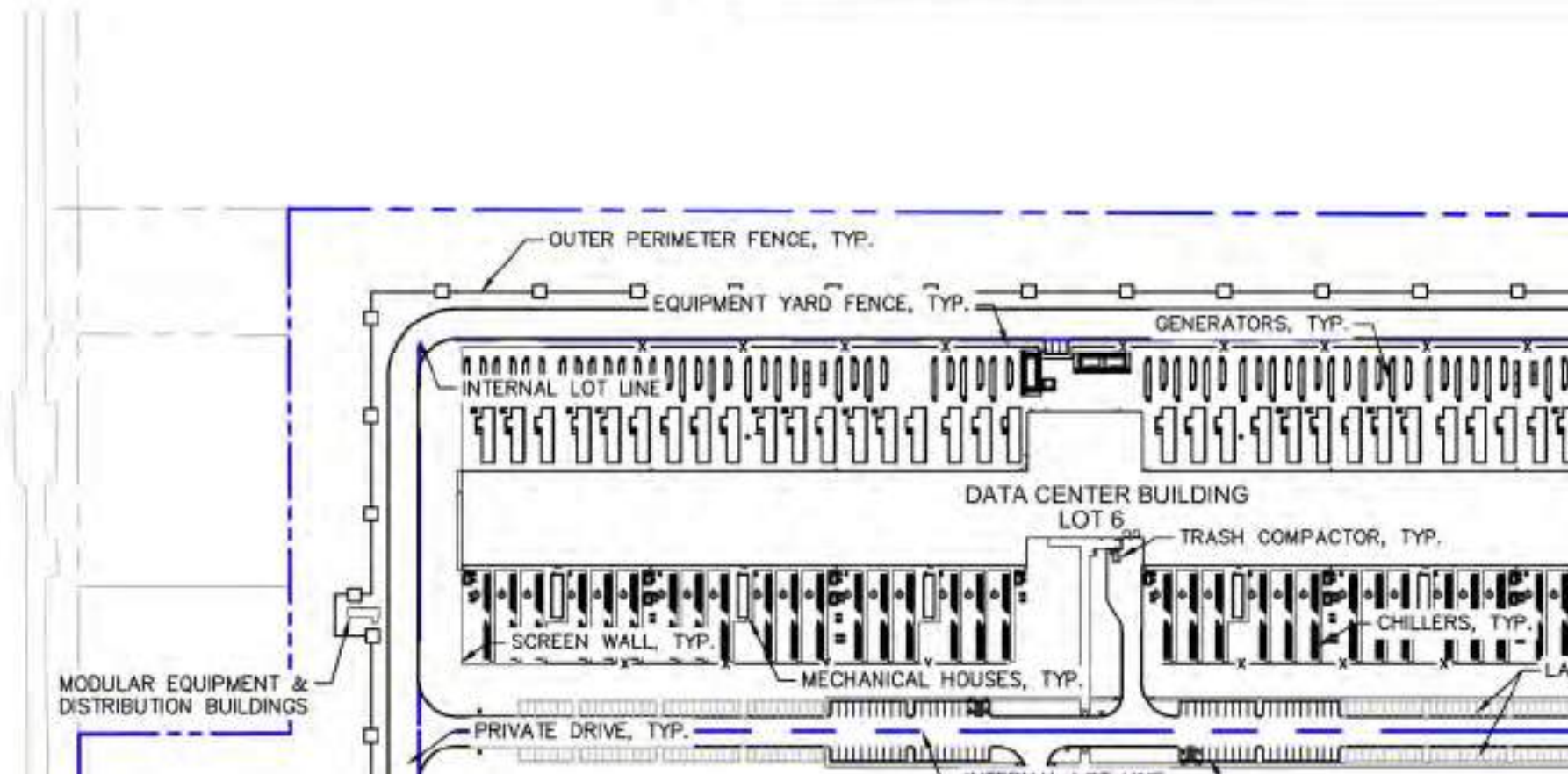


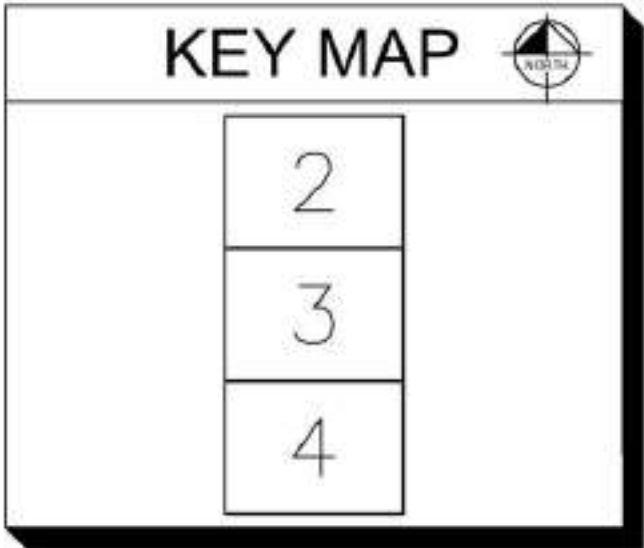
Exhibit G-1

Preliminary PUD Plat

ization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

A | B | C | D | E | F | G | H | I | J

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Owner:
 First Midwest Bank
 2801 W Jefferson Street
 Joliet, IL 60435

Prepared For:
 Equinix
 1 Lagoon Drive, 4th Floor
 Redwood City, CA 94065

Prepared By:
 Kimley-Horn and Associates, Inc.
 4201 Winfield Road, Suite 600
 Warrenville, IL 60555

PINS:
 09-25-300-016 (PARCEL 3)
 09-25-300-017 (PARCEL 4)
 09-36-100-001 (PARCEL 5)
 09-36-100-003 (PARCEL 6)
 09-25-300-003 (PARCEL 7)
 09-25-300-009 (PARCEL 11)

SU

LEGAL DESCRIPTION:

PARCEL 3:

THAT PART OF LOT 1 IN SUMMERFIELD EAST SUBDIVISION, BEING THAT PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 2004 AS DOCUMENT 200400028916 AND RERECORDED OCTOBER 19, 2004 AS DOCUMENT 200400029155, IN KENDALL COUNTY, ILLINOIS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: A PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE RECOVERED RAILROAD SPIKE MARKING THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER; THENCE NORTH 1 DEGREE 21 MINUTES 58 SECONDS WEST 671.49 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 88 DEGREES 38 MINUTES 02 SECONDS EAST 198.27 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 01 DEGREE 21 MINUTES 58 SECONDS WEST 147.58 FEET ALONG A LINE PARALLEL TO THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 88 DEGREES 38 MINUTES 02 SECONDS EAST 147.58 FEET; THENCE SOUTH 1 DEGREE 21 MINUTES 58 SECONDS EAST 147.58 FEET ALONG A LINE PARALLEL TO THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 88 DEGREES 38 MINUTES 02 SECONDS WEST 147.58 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 0.500 ACRES, MORE OR LESS, ALL SITUATED IN SEWARD TOWNSHIP, KENDALL COUNTY, ILLINOIS.

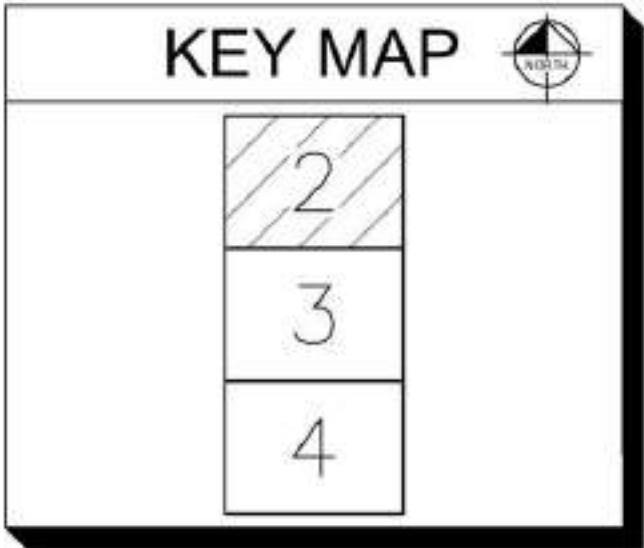
PARCEL 4:

LOT 1 IN SUMMERFIELD EAST SUBDIVISION, BEING THAT PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 2004 AS DOCUMENT 200400028916 AND RERECORDED OCTOBER 19, 2004 AS DOCUMENT 200400029155, IN KENDALL COUNTY, ILLINOIS; EXCEPTING THEREFROM: A PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY

ization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

A | B | C | D | E | F | G | H | I | J | K | L | M | N | O | P | Q | R | S | T | U | V | W | X | Y | Z

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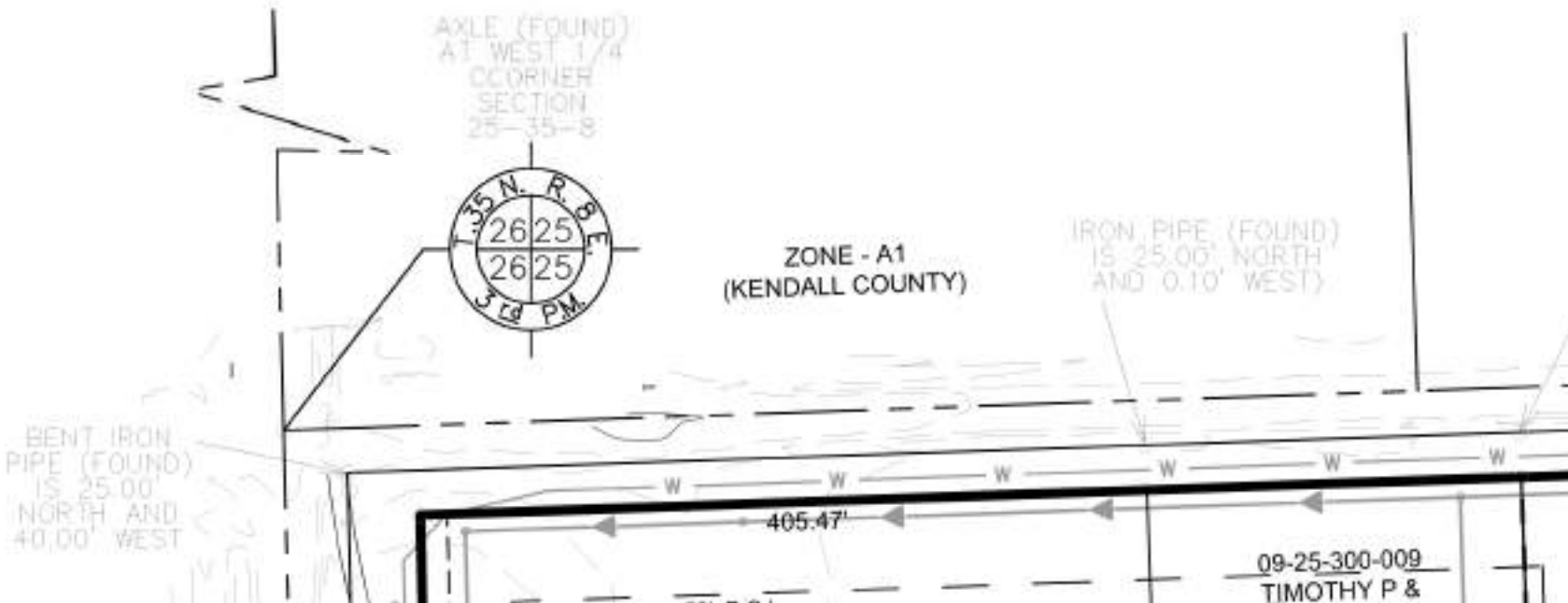


Owner:
 First Midwest Bank
 2801 W Jefferson Street
 Joliet, IL 60435

Prepared For:
 Equinix
 1 Lagoon Drive, 4th Floor
 Redwood City, CA 94065

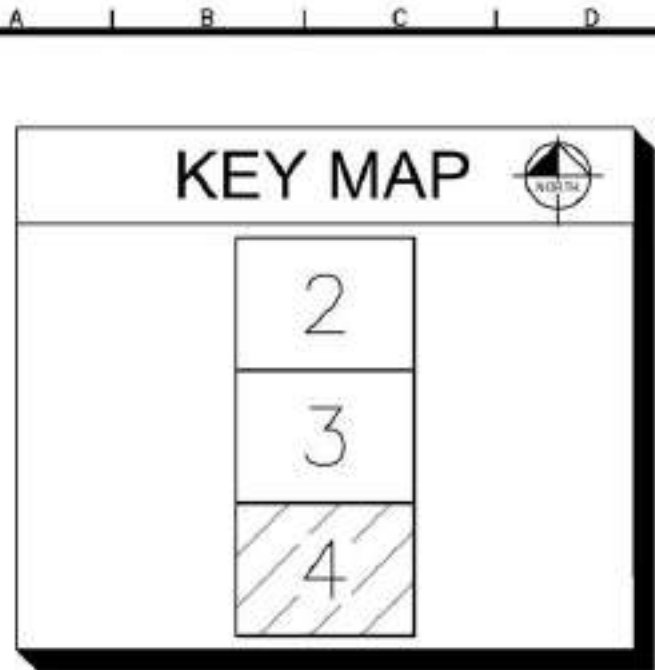
Prepared By:
 Kimley-Horn and Associates, Inc.
 4201 Winfield Road, Suite 600
 Warrenville, IL 60555

SU



Authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

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Owner:
 First Midwest Bank
 2801 W Jefferson Street
 Joliet, IL 60435

Prepared For:
 Equinix
 1 Lagoon Drive, 4th Floor
 Redwood City, CA 94065

Prepared By:
 Kimley-Horn and Associates, Inc.
 4201 Winfield Road, Suite 600
 Warrenville, IL 60555

SU



Exhibit G-2
Preliminary Landscape Plan

E

ACCESS

CH11 E

CH10 E

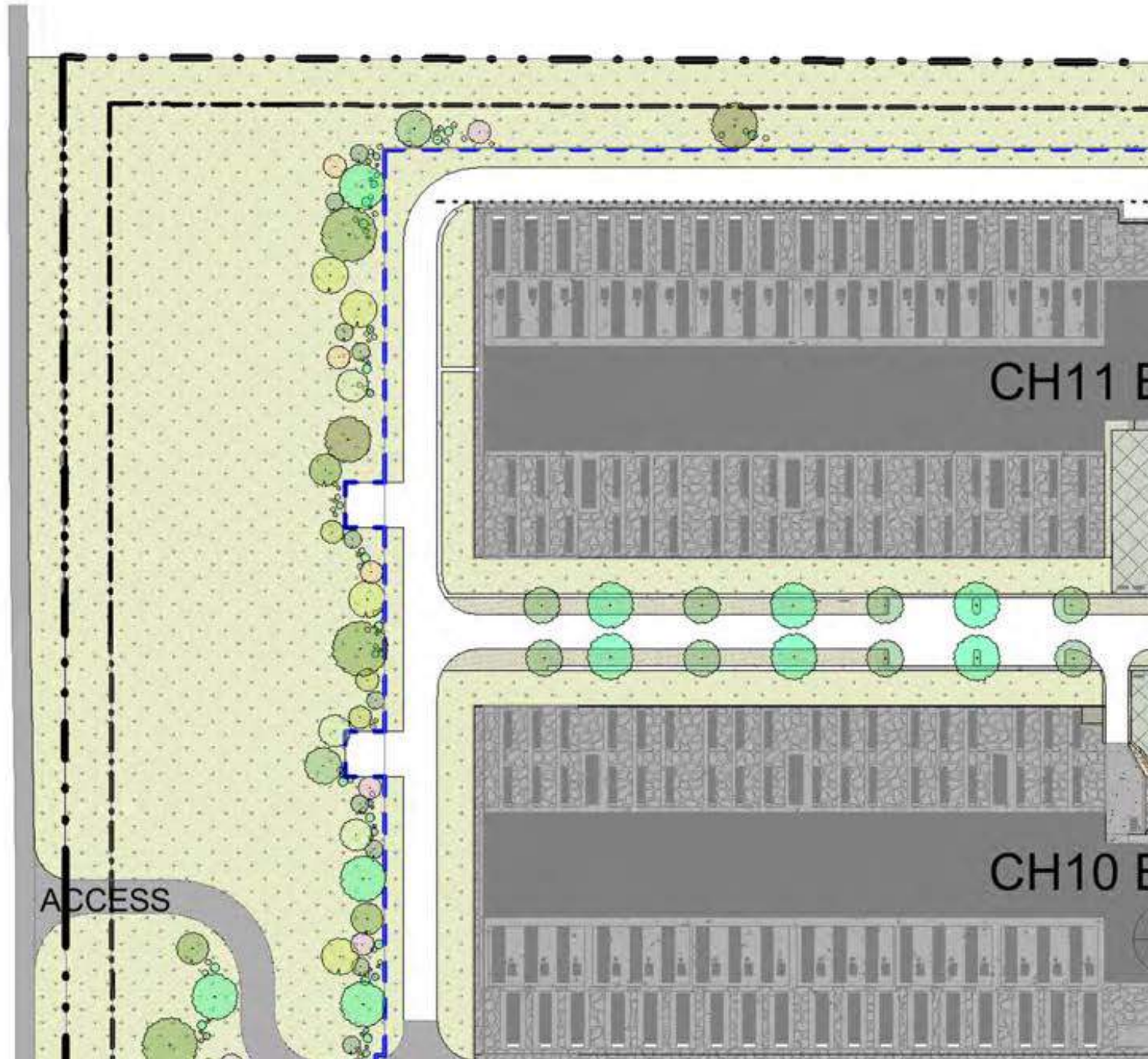


Exhibit G-3
Preliminary Architectural Plans













Exhibit H

Legal Description of the North Property

NORTH PROPERTY LEGAL DESCRIPTION:

PARCEL 3:

THAT PART OF LOT 1 IN SUMMERFIELD EAST SUBDIVISION, BEING THAT PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 2004 AS DOCUMENT 200400028916 AND RERECORDED OCTOBER 19, 2004 AS DOCUMENT 200400029155, IN KENDALL COUNTY, ILLINOIS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: A PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE RECOVERED RAILROAD SPIKE MARKING THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER; THENCE NORTH 1 DEGREE 21 MINUTES 58 SECONDS WEST 671.49 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 88 DEGREES 38 MINUTES 02 SECONDS EAST 198.27 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 01 DEGREE 21 MINUTES 58 SECONDS WEST 147.58 FEET ALONG A LINE PARALLEL TO THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 88 DEGREES 38 MINUTES 02 SECONDS EAST 147.58 FEET; THENCE SOUTH 1 DEGREE 21 MINUTES 58 SECONDS EAST 147.58 FEET ALONG A LINE PARALLEL TO THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 88 DEGREES 38 MINUTES 02 SECONDS WEST 147.58 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 0.500 ACRES, MORE OR LESS, ALL SITUATED IN SEWARD TOWNSHIP, KENDALL COUNTY, ILLINOIS.

PIN:09-25-300-016

ADDRESS: N/A

PARCEL 4:

LOT 1 IN SUMMERFIELD EAST SUBDIVISION, BEING THAT PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 2004 AS DOCUMENT 200400028916 AND RERECORDED OCTOBER 19, 2004 AS DOCUMENT 200400029155, IN KENDALL COUNTY, ILLINOIS; EXCEPTING THEREFROM: A PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE RECOVERED RAILROAD SPIKE MARKING THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER; THENCE NORTH 1 DEGREE 21 MINUTES 58 SECONDS WEST 671.49 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 88 DEGREES 38 MINUTES 02 SECONDS EAST 198.27 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 01 DEGREE 21 MINUTES 58 SECONDS WEST 147.58 FEET ALONG A LINE PARALLEL TO THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 88 DEGREES 38 MINUTES 02 SECONDS EAST 147.58 FEET; THENCE SOUTH 1 DEGREE 21 MINUTES 58 SECONDS EAST 147.58 FEET ALONG A LINE PARALLEL TO THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 88 DEGREES 38 MINUTES 02 SECONDS WEST 147.58 FEET TO THE TRUE POINT OF

BEGINNING, CONTAINING 0.500 ACRES, MORE OR LESS, ALL SITUATED IN SEWARD TOWNSHIP, KENDALL COUNTY, ILLINOIS.

PIN: 09-25-300-017
ADDRESS: N/A

PARCEL 5:

THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF SEWARD, KENDALL COUNTY, ILLINOIS. EXCEPTING THEREFROM THAT PART OF THE LAND DEDICATED TO THE COUNTY OF KENDALL BY DEDICATION RECORDED IN BOOK 103 PAGE 275 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: A PART OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 36; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 36 29.00 FEET TO THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING; THENCE EAST ON THE NORTH LINE OF SAID SECTION 36, 6.0 FEET; THENCE SOUTHERLY PARALLEL WITH THE CENTERLINE OF IMPROVEMENT FOR STATE AID ROUTE 11, SECTION 9-MFT, KENDALL COUNTY, ILLINOIS, SAID CENTERLINE AS SHOWN BY PLAT RECORDED ON PAGE 41 OF PLAT BOOK 8 OF THE RECORDS OF KENDALL COUNTY, ILLINOIS 1327.0 FEET; THENCE WEST 3.0 FEET; THENCE NORTHERLY 1327.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.137 ACRES, MORE OR LESS.

PIN: 09-36-100-001
ADDRESS: N/A

PARCEL 6:

THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF SEWARD, KENDALL COUNTY, ILLINOIS. EXCEPTING THEREFROM THAT PART OF THE LAND DEDICATED TO THE COUNTY OF KENDALL BY DEDICATION RECORDED IN BOOK 103 PAGE 275 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: A PART OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 36; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 36 29.00 FEET TO THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING; THENCE EAST ON THE NORTH LINE OF SAID SECTION 36, 6.0 FEET; THENCE SOUTHERLY PARALLEL WITH THE CENTERLINE OF IMPROVEMENT FOR STATE AID ROUTE 11, SECTION 9-MFT, KENDALL COUNTY, ILLINOIS, SAID CENTERLINE AS SHOWN BY PLAT RECORDED ON PAGE 41 OF PLAT BOOK 8 OF THE RECORDS OF KENDALL COUNTY, ILLINOIS 1327.0 FEET; THENCE WEST 3.0 FEET; THENCE NORTHERLY 1327.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.137 ACRES, MORE OR LESS.

ALSO EXCEPTING THEREFROM THAT PART OF THE LAND CONVEYED TO THE PEOPLE OF THE COUNTY OF KENDALL BY DEDICATION DEED AND SKETCH RECORDED IN BOOK 105 PAGE 18 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: A PART OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 36; THENCE SOUTHERLY ALONG THE CENTERLINE OF IMPROVEMENT OF STATE AID ROUTE 11, SECTION 9-MFT, KENDALL COUNTY, ILLINOIS, SAID CENTERLINE AS SHOWN BY PLAT RECORDED ON PAGE 41 BOOK 8 OF THE RECORDS OF KENDALL COUNTY, ILLINOIS 1327.0 FEET TO STATION 145+91 OF SAID CENTERLINE; THENCE EAST 32.0 FEET TO THE POINT OF BEGINNING, FROM SAID POINT OF BEGINNING THENCE EAST 3.0 FEET; THENCE SOUTHERLY PARALLEL TO SAID CENTERLINE 409.00 FEET; THENCE NORTHERLY TO THE POINT OF BEGINNING, CONTAINING 0.014 ACRES, MORE OR LESS. ALSO EXCEPTING THEREFROM THAT PART OF THE LAND CONVEYED TO THE COUNTY OF KENDALL BY TRUSTEE'S DEED RECORDED DECEMBER 6, 2018 AS DOCUMENT NO. 20180017350 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS, USING BEARINGS AND GRID DISTANCES TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE NAD 83- 2011ADJ: BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 36; THENCE NORTH 01 DEGREES 28 MINUTES 23 SECONDS WEST 854.99 FEET ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 36; THENCE NORTH 88 DEGREES 31 MINUTES 37 SECONDS EAST 75.00 FEET; THENCE SOUTH 01 DEGREES 28 MINUTES 23 SECONDS EAST 758.57 FEET; THENCE SOUTH 60 DEGREES 35 MINUTES 55 SECONDS EAST 98.79 FEET; THENCE NORTH 88 DEGREES 16 MINUTES 01 SECONDS EAST 637.53 FEET; THENCE SOUTH 01 DEGREES 43 MINUTES 59 SECONDS EAST 44.07 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 36; THENCE SOUTH 88 DEGREES 12 MINUTES 00 SECONDS WEST 797.53 FEET ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 36 TO THE POINT OF BEGINNING, CONTAINING 2.259 ACRES, MORE OR LESS, OF WHICH 1.264 ACRES, MORE OR LESS IS WITHIN THE EXISTING RIGHT OF WAY.

PIN: 09-36-100-003

ADDRESS: N/A

PARCEL 7:

THAT PART OF THE SOUTHWEST ¼ SECTION OF 25, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION THENCE NORTHERLY ALONG THE WEST LINE OF SAID SECTION 593.00 FEET, THENCE EASTERLY AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 470.22 FEET, THENCE SOUTHERLY AND PARALLEL WITH THE WEST LINE OF SAID SECTION 593.00 FEET TO THE SOUTH LINE OF SAID SECTION, THENCE WESTERLY ALONG SAID SOUTH LINE 470.22 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF SEWARD, KENDAL COUNTY, ILLINOIS.

EXCEPT THEREFROM THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL COUNTY, ILLINOIS, BEARING AND DISTANCES ARE BASED ON THE ILLINOIS STATE PLAN COORDINATE SYSTEM, EAST ZONE, NAD83 (2011 ADJUSTMENT), WITH A COMBINED FACTOR OF 0.99995096; DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 25; THENCE NORTH 01 DEGREES 28 MINUTES 10 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER 593.00 FEET; THENCE NORTH 88 DEGREES 01 MINUTES 05 SECONDS EAST 60.00 FEET; THENCE SOUTH 01 DEGREES 28 MINUTES 10 SECONDS EAST 593.00 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 88 DEGREES 01 MINUTES 05 SECONDS WEST ALONG SAID SOUTH LINE 60.00 FEET TO THE POINT OF BEGINNING.

PIN: 09-25-300-003

ADDRESS: 16929 RIDGE RD., MINOOKA, ILLINOIS

PARCEL 11:

LOT 2 IN SUMMERFIELD EAST SUBDIVISION, BEING THAT PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 2004 AS DOCUMENT 200400028916 AND RERECORDED OCTOBER 19, 2004 AS DOCUMENT 200400029155, IN KENDALL COUNTY, ILLINOIS.

PIN: 09-25-300-009

ADDRESS: 920 WILDY RD., MINOOKA, ILLINOIS.

Exhibit I

Legal Description of the South Property

SOUTH PROPERTY LEGAL DESCRIPTION:

PARCEL 1:

THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID EAST 1/2; THENCE EASTERLY, ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4, 196.81 FEET; THENCE SOUTHERLY, PARALLEL WITH THE WEST LINE OF SAID EAST 1/2 OF THE SOUTHWEST 1/4, 332.0 FEET; THENCE WESTERLY, PARALLEL WITH SAID NORTH LINE, 196.81 FEET TO SAID WEST LINE; THENCE NORTHERLY, ALONG SAID WEST LINE, 332.0 FEET TO THE POINT OF BEGINNING IN SEWARD TOWNSHIP, KENDALL COUNTY, ILLINOIS.

PIN: 09-36-300-010

ADDRESS: 730 HOLT RD., MINOOKAM ILLINOIS

PARCEL 2:

THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS:

EXCEPTION TRACT 1:

THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY RIGHT-OF- WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY, AND THE EAST LINE OF SAID SOUTHWEST QUARTER, WHICH POINT IS 870.26 FEET NORTH OF THE SOUTHEAST CORNER THEREOF; THENCE NORTH ALONG SAID EAST LINE OF THE SOUTHWEST QUARTER A DISTANCE OF 707.34 FEET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE, A DISTANCE OF 598.00 FEET TO AN ANGLE POINT WHICH IS 312.80 FEET (AT 90 DEGREES) WEST OF THE EAST LINE AND 1070.22 FEET (AT 90 DEGREES) NORTH OF THE SOUTH. LINE OF SAID SOUTHWEST QUARTER; THENCE CONTINUING IN A SOUTHWESTERLY DIRECTION A DISTANCE OF 1293.54 FEET TO A POINT ON THE WEST LINE OF SAID EAST HALF OF THE SOUTHWEST QUARTER, WHICH POINT IS 274.94 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTH ALONG SAID WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER, A DISTANCE OF 274.94 FEET TO SAID SOUTHWEST CORNER; THENCE EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 267.63 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE, A DISTANCE OF 1291.49 FEET TO A POINT ON SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF THE RAILWAY COMPANY, WHICH POINT IS 89.82 FEET SOUTHWESTERLY OF (MEASURED ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF THE RAILWAY COMPANY) THE POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF THE RAILWAY COMPANY, 89.82 FEET TO THE POINT OF BEGINNING, IN SEWARD TOWNSHIP, KENDALL COUNTY, ILLINOIS.

EXCEPTION TRACT 2:

THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, SECTION 36, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER, THENCE NORTH ALONG THE EAST LINE OF SAID QUARTER SECTION 870.26 FEET TO THE INTERSECTION OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 89.82 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTHWESTERLY ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 36; THENCE WEST ALONG SAID SOUTH LINE TO A POINT 267.63 FEET EAST OF THE SOUTHWEST CORNER OF SAID QUARTER-QUARTER; THENCE NORTHEASTERLY 1291.49 FEET TO THE POINT OF BEGINNING, IN SEWARD TOWNSHIP, KENDALL COUNTY, ILLINOIS.

EXCEPTION TRACT 3:

A PARCEL BEGINNING AT A POINT IN THE NORTH LINE OF SAID EAST HALF OF THE SOUTHWEST QUARTER, DISTANT THEREON EASTERLY 440 FEET FROM THE NORTHWEST CORNER THERE OF, AND RUNNING THENCE AT RIGHT ANGLE SOUTHERLY, A DISTANCE OF 200 FEET; THENCE AT A RIGHT ANGLE EASTERLY A DISTANCE OF 140 FEET; THENCE AT A RIGHT ANGLE NORTHERLY, A DISTANCE OF 200 FEET TO THE SAID NORTH LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 36; THENCE WESTERLY ALONG SAID NORTH LINE, A DISTANCE OF 140 FEET TO THE POINT OF BEGINNING, IN SEWARD TOWNSHIP, KENDALL COUNTY, ILLINOIS.

EXCEPTION TRACT 4:

THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID EAST HALF; THENCE EASTERLY, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, 424.0 FEET FOR THE POINT OF BEGINNING; THENCE SOUTHERLY, PERPENDICULAR TO SAID NORTH LINE, 200.0 FEET; THENCE EASTERLY, PARALLEL WITH SAID NORTH LINE, 16.0 FEET; THENCE NORTHERLY, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 200.0 FEET TO SAID NORTH LINE; THENCE WESTERLY, ALONG SAID NORTH LINE, 16.0 FEET TO THE POINT OF BEGINNING IN SEWARD TOWNSHIP, KENDALL COUNTY, ILLINOIS.

EXCEPTION TRACT 5:

THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID EAST HALF; THENCE EASTERLY, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, 580.0 FEET FOR THE POINT OF BEGINNING; THENCE SOUTHERLY, PERPENDICULAR TO SAID NORTH LINE, 200.0 FEET; THENCE EASTERLY, PARALLEL WITH SAID NORTH LINE, 84.0 FEET; THENCE NORTHERLY, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 200.0 FEET TO SAID NORTH LINE; THENCE WESTERLY, ALONG SAID NORTH LINE, 84.0 FEET TO THE POINT OF BEGINNING, IN SEWARD TOWNSHIP, KENDALL COUNTY, ILLINOIS.

EXCEPTION TRACT 6:

THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID EAST HALF; THENCE EASTERLY, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, 196.81 FEET; THENCE SOUTHERLY, PARALLEL WITH THE WEST LINE OF SAID EAST HALF OF THE SOUTHWEST QUARTER, 332.0 FEET; THENCE WESTERLY, PARALLEL WITH SAID NORTH LINE, 196.81 FEET TO SAID WEST LINE; THENCE NORTHERLY, ALONG SAID WEST LINE, 332.0 FEET TO THE POINT OF BEGINNING IN SEWARD TOWNSHIP, KENDALL COUNTY, ILLINOIS.

EXCEPTION TRACT 7:

THE ELGIN, JOLIET AND EASTERN RAILWAY RIGHT OF WAY, LYING IN SECTION 36, TOWNSHIP 35, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, SEWARD TOWNSHIP, KENDALL COUNTY, ILLINOIS.

EXCEPTION TRACT 8:

THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHEASTERLY OF THE ELGIN, JOLIET AND EASTERN RAILWAY RIGHT OF WAY, SEWARD TOWNSHIP, KENDALL COUNTY, ILLINOIS.

TOGETHER WITH THE FOLLOWING DESCRIBED TRACT:

THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, SECTION 36, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER, THENCE NORTH ALONG THE EAST LINE OF SAID QUARTER SECTION 870.26 FEET TO THE INTERSECTION OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE 89.82 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTHWESTERLY ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE TO THE SOUTH LINE OF THE SOUTH EAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 36; THENCE WEST ALONG SAID SOUTH LINE TO A POINT 267.63 FEET EAST OF THE SOUTHWEST CORNER OF SAID QUARTER QUARTER; THENCE NORTHEASTERLY 1291.49 FEET TO THE POINT OF BEGINNING, IN SEWARD TOWNSHIP, KENDALL COUNTY, ILLINOIS.

PIN: 09-36-300-009

ADDRESS: N/A

PARCEL 8:

THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID EAST HALF; THENCE EASTERLY, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER 424.0 FEET FOR THE POINT OF BEGINNING; THENCE SOUTHERLY, PERPENDICULAR TO SAID NORTH LINE, 200.0 FEET; THENCE EASTERLY, PARALLEL WITH SAID NORTH LINE, 16.0 FEET; THENCE NORTHERLY, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 200.0 FEET TO SAID NORTH LINE; THENCE WESTERLY, ALONG SAID NORTH LINE, 16.0 FEET TO THE POINT OF BEGINNING IN SEWARD TOWNSHIP, KENDALL COUNTY, ILLINOIS.

PIN: 09-36-300-007

ADDRESS: 660 HOLT RD., MINOOKA, ILLINOIS

PARCEL 9:

THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID EAST HALF; THENCE EASTERLY, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, 440.0 FEET FOR THE POINT OF BEGINNING; THENCE SOUTHERLY, PERPENDICULAR TO SAID NORTH LINE, 200.00 FEET; THENCE EASTERLY, PARALLEL WITH SAID NORTH LINE, 140.0 FEET; THENCE NORTHERLY, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 200.0 FEET TO SAID NORTH LINE; THENCE WESTERLY, ALONG SAID NORTH LINE, 140.00 FEET TO THE POINT OF BEGINNING IN SEWARD TOWNSHIP, KENDALL COUNTY, ILLINOIS.

PIN: 09-36-300-004

ADDRESS: 660 HOLT RD., MINOOKA, ILLINOIS

PARCEL 10:

THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID EAST HALF; THENCE EASTERLY, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, 580 FEET FOR THE POINT OF BEGINNING; THENCE SOUTHERLY, PERPENDICULAR TO SAID NORTH LINE, 200.0 FEET; THENCE EASTERLY, PARALLEL WITH SAID NORTH LINE 84.0 FEET; THENCE NORTHERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 200.0 FEET TO SAID NORTH LINE; THENCE WESTERLY, ALONG SAID NORTH LINE, 84.0 FEET TO THE POINT OF BEGINNING IN SEWARD TOWNSHIP, KENDALL COUNTY, ILLINOIS.

PIN: 09-36-300-008

ADDRESS: 660 HOLT RD., MINOOKA, ILLINOIS

Exhibit J
Rezoning Ordinance (“RO”)

VILLAGE OF MINOOKA

ORDINANCE NO. _____

AN ORDINANCE REZONING CERTAIN PROPERTY WITHIN THE VILLAGE OF
MINOOKA, WILL, GRUNDY, AND KENDALL COUNTIES, ILLINOIS
(Kendall County Agriculture and Minooka R-1 to Minooka DC Data Center District)

ADOPTED BY THE
BOARD OF TRUSTEES OF THE
VILLAGE OF MINOOKA

THIS _____ DAY OF _____ 2025

Published in pamphlet form by the authority of the Board of Trustees of the Village of
Minooka, Will, Grundy, and Kendall Counties, Illinois this ___ day of _____
2025.

ORDINANCE NO. _____

**AN ORDINANCE REZONING CERTAIN PROPERTY WITHIN THE VILLAGE OF
MINOOKA, WILL, GRUNDY, AND KENDALL COUNTIES, ILLINOIS
(Kendall County Agriculture and Minooka R-1 to Minooka DC Data Center District)**

WHEREAS, the Corporate Authorities of the Village of Minooka, Will, Grundy, and Kendall Counties, Illinois, have the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs and protect the health, safety, and welfare of its citizens; and

WHEREAS, the approximately 373 acres legally described and depicted in the Plat of Zoning attached hereto and incorporated herein as **Exhibit A** (the "Development Property"), *infra*, are or will be located within the corporate boundaries of the Village; and

WHEREAS, Equinix, Inc. (the "Applicant"), has requested that the Village rezone the Development Property from its present zoning classification of Kendall County Agriculture and Minooka R-1 to a new zoning classification of DC Data Center District; and

WHEREAS, the Applicant's request, along with all necessary documentation and supporting data (collectively the "Request"), has been submitted to the Corporate Authorities of the Village by the Village of Minooka Planning and Zoning Commission (the "PZC"); and

WHEREAS, the PZC held a public hearing to consider the Request on Tuesday, September 9, 2025, with notice having been properly given for the same, and at that time made all findings of fact required by and pursuant to the Village Code; and

WHEREAS, the PZC has recommended that the President and Board of Trustees pass this Ordinance granting the Applicant's Request; and

WHEREAS, the PZC has supported its recommendation by setting forth its findings of fact in accordance with the requirements of the Village Code, which recommendation is attached hereto as **Exhibit B** and fully incorporated herein; and

WHEREAS, the President and Board of Trustees of the Village hereby approve and adopt the PZC's findings of fact; and

WHEREAS, the President and Board of Trustees of the Village hereby find that it is in the best interest of the citizens of the Village to grant the Applicant's Request and rezone the Development Property to a new zoning classification of DC Data Center District upon annexation of the unincorporated portion of the Development Property to the Village ("Annexation Property").

NOW THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MINOOKA, WILL, GRUNDY, AND KENDALL COUNTIES, ILLINOIS, PURSUANT TO ITS STATUTORY AUTHORITY, AS FOLLOWS:

SECTION 1. The President and Board of Trustees hereby find that all of the recitals contained in the preamble to this Ordinance are true, correct, and complete and are hereby incorporated by reference hereto and made a part hereof.

SECTION 2. The Corporate Authorities of the Village hereby accept the recommendations of the Planning and Zoning Commission, and upon recording of the Annexation Ordinance for the Annexation Property, the Village shall rezone the land from its present zoning classifications of Kendall County Agriculture and Minooka R-1 to a new zoning classification of DC Data Center District, as shown on the Plat of Zoning attached hereto as **Exhibit A**.

SECTION 3. Upon recording of the Annexation Ordinance for the Annexation Property, the Village Clerk is hereby instructed to record a certified copy of this Ordinance with the office of the Kendall County Recorder of Deeds.

SECTION 4. In the event that any provision or provisions, portion or portions, or clause or clauses of this Ordinance shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provisions, portions, or clauses of this Ordinance that may be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clause or clauses.

SECTION 5. All ordinances, resolutions, motions, or parts thereof, conflicting with any of the provisions of this Ordinance, are hereby repealed to the extent of the conflict.

SECTION 6. The Village Clerk is hereby directed to publish this Ordinance in pamphlet form.

SECTION 7. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law and upon recording of the Annexation Ordinance for the Annexation Property.

PASSED by the Board of Trustees on a roll call vote on the _____ day of _____, 2025.

PRESENTED and passed by the Board of Trustees on a roll call vote on the _____ day of _____, 2025 with _____ Trustees voting aye, _____ Trustees voting nay, _____ Trustees abstaining, and with _____ Trustees absent, President OFFERMAN voting _____; said vote being: MARTIN _____, THOMPSON _____, MARTINEZ _____, WHITE _____, MASON _____, and STELL _____.

Orsola Filus, Village Clerk

APPROVED this _____ day of _____, 2025.

Frederic Offerman, Village President

ATTEST:

Orsola Filus, Village Clerk

STATE OF ILLINOIS)
)
COUNTIES OF WILL) §§

I, Orsola Filus, Village Clerk of the Village of Minooka, Counties of Will, Grundy, and Kendall and State of Illinois, DO HEREBY CERTIFY that the attached is a true, perfect, and complete copy of Ordinance number _____, "AN ORDINANCE REZONING CERTAIN PROPERTY WITHIN THE VILLAGE OF MINOOKA, WILL, GRUNDY, AND KENDALL COUNTIES, ILLINOIS (Kendall County Agriculture and Minooka R-1 to Minooka DC Data Center District)", which was adopted by the Village Corporate Authorities at a meeting held on the _____ day of _____, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand in the Village of Minooka, Counties of Will, Grundy, and Kendall and State of Illinois, on this _____ day of _____, 2025.

ORSOLA FILUS, VILLAGE CLERK

(SEAL)

Exhibit A

Plat of Zoning

Exhibit B

**Recommendation of
Planning and Zoning Commission**

**RECOMMENDATION OF APPROVAL OF REZONING
(EQUINIX DATA CENTER CAMPUS)**

On Tuesday, September 9, 2025, at 6:00 P.M. the Village of Minooka Planning and Zoning Commission ("Plan Commission") conducted a public hearing, with public notice having been duly given for the same. At that hearing, the Plan Commission considered an application filed on behalf of Equinix, Inc., Equinix Hyperscale 3 (CH8), LLC, and Equinix, LLC (collectively the "Applicant"). The Applicant has requested that the Village rezone certain property to be annexed to the Village and certain property within the Village (the "Development Property") from its current zoning classification of Kendall County A-1 (Agricultural District), in part, and Minooka R1 (Single-Family Detached Residence District), in part, to a new uniform zoning classification of Minooka DC (Data Center) District (the "Amendment"). Having heard and considered all of the evidence presented at the hearing and being fully advised in the premises, the Plan Commission hereby finds as follows:

1. The proposed Amendment is consistent with the existing uses and zoning of other property in the near vicinity of the Development Property; and
2. The value of the Development Property is likely to be significantly increased if the Amendment is granted and granting the Amendment is not likely to significantly decrease the value of any other nearby properties; and
3. It is not necessary to maintain the Development Property in its current zoning classification in order to promote the health, safety, morals, and/or general welfare of the public; and
4. Keeping the Development Property in its present zoning classification will provide the public with relatively little benefit and is likely to impose a significant hardship upon the Applicant; and
5. The Development Property is suitable for the uses permitted by the DC Data Center District; and
6. Granting the Amendment is in the best interests of the Village and its citizens.

Based on the foregoing, the Plan Commission hereby recommends that the Corporate Authorities of the Village approve the Amendment.

PASSED this _____ day of _____, 2025, by roll call vote.

	Aye	Nay	Absent
Daniel Friant	_____	_____	_____
Casey McCollom	_____	_____	_____
Robert Wilson	_____	_____	_____
Daniel Wittenkeller	_____	_____	_____
Robert White	_____	_____	_____
Mark Skwarczynski	_____	_____	_____
Steve Bryce	_____	_____	_____

Exhibit K
Preliminary PUD Ordinance

VILLAGE OF MINOOKA

ORDINANCE NO. _____

AN ORDINANCE GRANTING A CONDITIONAL PERMITTED USE PERMIT FOR A
PLANNED UNIT DEVELOPMENT AND APPROVING A PRELIMINARY PUD PLAT IN
THE VILLAGE OF MINOOKA, WILL, GRUNDY, AND KENDALL COUNTIES. ILLINOIS
(Equinix)

ADOPTED BY THE
BOARD OF TRUSTEES OF THE
VILLAGE OF MINOOKA

THIS ___ DAY OF _____, 2025

Published in pamphlet form by the authority of the Board of Trustees of the Village of
Minooka, Will, Grundy, and Kendall Counties, Illinois this ___ day of _____, 2025.

ORDINANCE NO. _____

AN ORDINANCE GRANTING A CONDITIONAL PERMITTED USE PERMIT FOR A PLANNED UNIT DEVELOPMENT AND APPROVING A PRELIMINARY PUD PLAT IN THE VILLAGE OF MINOOKA, WILL, GRUNDY, AND KENDALL COUNTIES, ILLINOIS (Equinix)

WHEREAS, the Corporate Authorities of the Village of Minooka, Will, Grundy, and Kendall Counties, Illinois, have the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs and protect the health, safety, and welfare of its citizens; and

WHEREAS, Equinix, Inc. (the "Applicant") has requested that upon rezoning of approximately 373 acres of property located within the Corporate Boundaries of the Village (the "Development Property") to the Minooka DC (Data Center) District pursuant to the terms of an Annexation and Development Agreement, the Corporate Authorities also approve a conditional permitted use for a planned unit development for a portion of the Development Property, located north of Holt Road and legally described on the Preliminary PUD Plat attached hereto as **Exhibit A** and fully incorporated herein (the "North Property"); and

WHEREAS, the Applicant has also requested that the Corporate Authorities approve (i) the Preliminary PUD Plat (**Exhibit A**) and (ii) certain zoning and subdivision variances and deviations ("PUD Variances") for the North Property (a copy of the requested PUD Variances is attached hereto and incorporated herein as **Exhibit B**); and

WHEREAS, the Conditional Permitted Use Permit for a planned unit development is permitted in the DC Data Center District by Village of Minooka Code of Ordinances ("MVC") §6-7-3(E); and

WHEREAS, approval of the Preliminary PUD Plat (**Exhibit A**) and the PUD Variances (**Exhibit B**) are authorized by MVC §§6-7-5(B) and 6-7-8, respectively; and

WHEREAS, the Applicant's application, along with all necessary documentation and supporting data (collectively the "Application"), has been submitted to the Corporate Authorities of Village by the Planning and Zoning Commission; and

WHEREAS, the Planning and Zoning Commission held a public hearing to consider the Application on Tuesday, September 9, 2025, with notice having been properly given for the same, and at that time made all findings of fact required by and pursuant to the Village Code; and

WHEREAS, the Planning and Zoning Commission has recommended that the Corporate Authorities approve the Application and pass this Ordinance granting the Applicant's requests; and

WHEREAS, the Planning and Zoning Commission has supported its recommendations by setting forth its findings of fact in accordance with the

requirements of the Village Code (a copy of the Planning and Zoning Commission's written recommendations are attached hereto as **Exhibit C** and fully incorporated herein); and

WHEREAS, the Corporate Authorities of the Village hereby approve and adopt the Planning and Zoning Commission's findings of fact; and

WHEREAS, due to the greater development control afforded the Village, the Corporate Authorities of the Village hereby find that it is in the best interest of the residents of the Village to:

1. grant the Applicant the Conditional Permitted Use Permit for a planned unit development on the North Property, subject the conditions and restrictions contained in this Ordinance; and
2. approve the Preliminary PUD Plat (**Exhibit A**), along with all associated PUD Variances (**Exhibit B**).

NOW THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MINOOKA, WILL, GRUNDY, AND KENDALL COUNTIES, ILLINOIS, PURSUANT TO ITS STATUTORY AUTHORITY, AS FOLLOWS:

SECTION 1. The Corporate Authorities hereby find that all of the recitals contained in the preamble to this Ordinance are true, correct, and complete and are hereby incorporated by reference hereto and made a part hereof.

SECTION 2. A Conditional Permitted Use Permit is hereby granted for the North Property, authorizing the use and development of said property as a planned unit development in the DC (Data Center) district. In addition, the Preliminary PUD Plat (**Exhibit A**) and PUD Variances (**Exhibit B**) are hereby approved, and the Applicant is hereby authorized to apply for approval of a Final PUD Plat for the North Property, subject to all other requirements of the Village's code of ordinances. The Conditional Permitted Use Permit and the Village's approval of the Preliminary PUD Plat and PUD Variances are and shall be subject to the following conditions and restrictions:

- A. As a condition precedent to the Village's approval of the Final PUD Plat for the North Property, the Applicant must submit, and the Village must approve, the following (collectively "Final Approvals"): (i) a Final PUD plat, which plat must be in substantial compliance with the Preliminary PUD Plat approved hereby; (ii) a final landscape plan, which must be in substantial conformance with the approved preliminary landscape plan attached hereto as **Exhibit D-1** and fully incorporated herein; (iii) a Site Plan pursuant to MVC §4-13-1; (iv) all required final engineering for the North Property; (v) a final architectural plan, which must be in substantial conformance with the approved preliminary architectural plan attached hereto as **Exhibit D-2** and fully incorporated herein; and (vi) a final declaration of covenants and restrictions for the North Property.
- B. The Applicant must develop the North Property in substantial compliance with:

- i. all terms, provisions, and requirements in the Annexation Agreement applicable to the North Property;
- ii. all local ordinances, rules and regulations and all applicable federal and state statutes, rules and regulations; and
- iii. All Final Approvals.

SECTION 3. In the event that the Applicant violates any of the conditions and restrictions set forth in Section 2 of this Ordinance, the Village shall have the ability, but not the obligation, to revoke the Conditional Permitted Use Permit and rescind its approval of the Preliminary PUD Plat (including all PUD Variances), provided that the Applicant shall be entitled to thirty (30) days written notice prior to any revocation pursuant to this Section. Under no circumstances shall any failure to enforce any condition or restriction of this Ordinance on any particular occasion or occasions be deemed or interpreted as constituting a waiver or forfeiture of the Village's right to so enforce in the future, nor shall any such failure to enforce preclude the Village from considering any and all prior violations as part of any revocation proceeding under this Section. Further, in the event that the Conditional Permitted Use Permit and Preliminary PUD Plat are revoked pursuant to this Section, the Village shall also rezone the Subject Property by ordinance to the then-most-restrictive residential zoning classification in the Village (presently R1 (Single-Family Detached Residence) district).

SECTION 4. The foregoing approvals are subject to final legal and engineering review and approval.

SECTION 5. The Village Clerk is hereby instructed to record a certified copy of this ordinance with the office of the Kendall County Recorder of Deeds.

SECTION 6. In the event that any provision or provisions, portion or portions, or clause or clauses of this Ordinance shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provisions, portions, or clauses of this Ordinance that may be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clause or clauses.

SECTION 7. All ordinances, resolutions, motions, or parts thereof, conflicting with any of the provisions of this Ordinance, are hereby repealed to the extent of the conflict.

SECTION 8. The Village Clerk is hereby directed to publish this Ordinance in pamphlet form.

SECTION 9. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law and upon recording of the Annexation ordinance for the North Property.

PRESENTED and passed by the Board of Trustees on a roll call vote on the _____ day of _____, 2025 with _____ Trustees voting aye, _____ Trustees voting nay, _____ Trustees abstaining, and with _____ Trustees absent, President OFFERMAN voting _____; said vote being: MARTIN _____, THOMPSON _____, MARTINEZ _____, WHITE _____, MASON _____, and STELL _____.

ORSOLA FILUS, VILLAGE CLERK

APPROVED this _____ day of _____, 2025.

FREDERIC OFFERMAN, VILLAGE PRESIDENT

ATTEST:

ORSOLA FILUS, VILLAGE CLERK

STATE OF ILLINOIS)
) §§
COUNTY OF GRUNDY)

I, Orsola Filus, Village Clerk of the Village of Minooka, Counties of Will, Grundy, and Kendall and State of Illinois, DO HEREBY CERTIFY that the attached is a true, perfect, and complete copy of Ordinance number _____, "AN ORDINANCE GRANTING A CONDITIONAL PERMITTED USE PERMIT FOR A PLANNED UNIT DEVELOPMENT AND APPROVING A PRELIMINARY PUD PLAT IN THE VILLAGE OF MINOOKA, WILL, GRUNDY, AND KENDALL COUNTIES, ILLINOIS (Equinix)", which was adopted by the Village Corporate Authorities at a meeting held on the _____ day of _____, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand in the Village of Minooka, Counties of Will, Grundy, and Kendall and State of Illinois, on this _____ day of _____, 2025.

ORSOLA FILUS, VILLAGE CLERK

(SEAL)

Prepared by and return to:
Christian G. Spesia
SPESIA & TAYLOR
1415 Black Road
Joliet, Illinois 60435
(815) 726-4311
cspesia@spesia-taylor.com

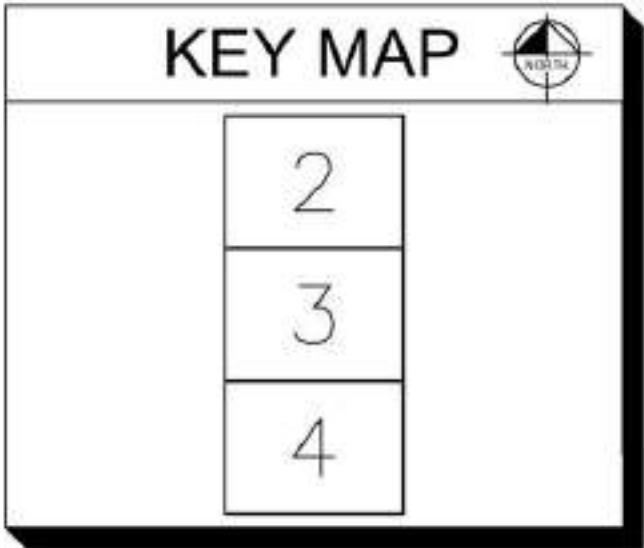
Exhibit A

Preliminary PUD Plat

ization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

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Owner:
 First Midwest Bank
 2801 W Jefferson Street
 Joliet, IL 60435

Prepared For:
 Equinix
 1 Lagoon Drive, 4th Floor
 Redwood City, CA 94065

Prepared By:
 Kimley-Horn and Associates, Inc.
 4201 Winfield Road, Suite 600
 Warrenville, IL 60555

PINS:
 09-25-300-016 (PARCEL 3)
 09-25-300-017 (PARCEL 4)
 09-36-100-001 (PARCEL 5)
 09-36-100-003 (PARCEL 6)
 09-25-300-003 (PARCEL 7)
 09-25-300-009 (PARCEL 11)

SU

LEGAL DESCRIPTION:

PARCEL 3:

THAT PART OF LOT 1 IN SUMMERFIELD EAST SUBDIVISION, BEING THAT PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 2004 AS DOCUMENT 200400028916 AND RERECORDED OCTOBER 19, 2004 AS DOCUMENT 200400029155, IN KENDALL COUNTY, ILLINOIS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: A PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE RECOVERED RAILROAD SPIKE MARKING THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER; THENCE NORTH 1 DEGREE 21 MINUTES 58 SECONDS WEST 671.49 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 88 DEGREES 38 MINUTES 02 SECONDS EAST 198.27 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 01 DEGREE 21 MINUTES 58 SECONDS WEST 147.58 FEET ALONG A LINE PARALLEL TO THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 88 DEGREES 38 MINUTES 02 SECONDS EAST 147.58 FEET; THENCE SOUTH 1 DEGREE 21 MINUTES 58 SECONDS EAST 147.58 FEET ALONG A LINE PARALLEL TO THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 88 DEGREES 38 MINUTES 02 SECONDS WEST 147.58 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 0.500 ACRES, MORE OR LESS, ALL SITUATED IN SEWARD TOWNSHIP, KENDALL COUNTY, ILLINOIS.

PARCEL 4:

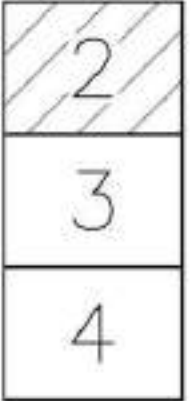
LOT 1 IN SUMMERFIELD EAST SUBDIVISION, BEING THAT PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 2004 AS DOCUMENT 200400028916 AND RERECORDED OCTOBER 19, 2004 AS DOCUMENT 200400029155, IN KENDALL COUNTY, ILLINOIS; EXCEPTING THEREFROM: A PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY

ization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

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KEY MAP

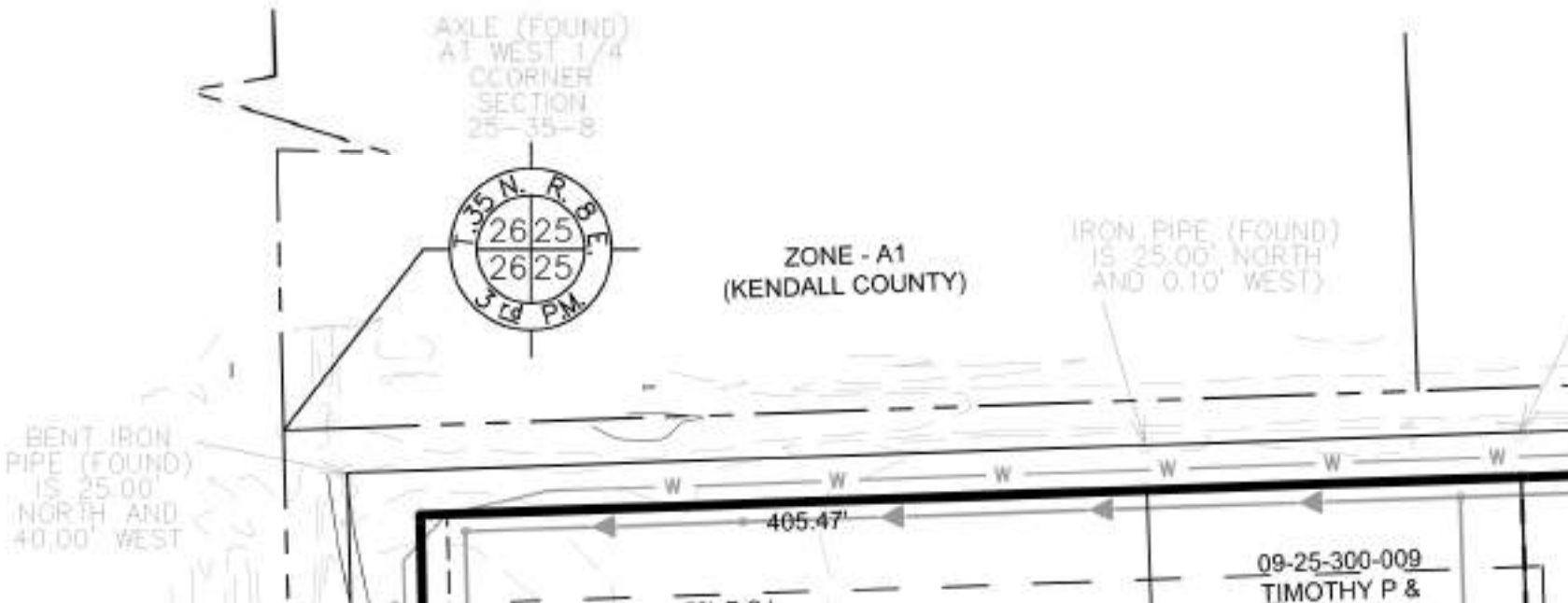


Owner:
 First Midwest Bank
 2801 W Jefferson Street
 Joliet, IL 60435

Prepared For:
 Equinix
 1 Lagoon Drive, 4th Floor
 Redwood City, CA 94065

Prepared By:
 Kimley-Horn and Associates, Inc.
 4201 Winfield Road, Suite 600
 Warrenville, IL 60555

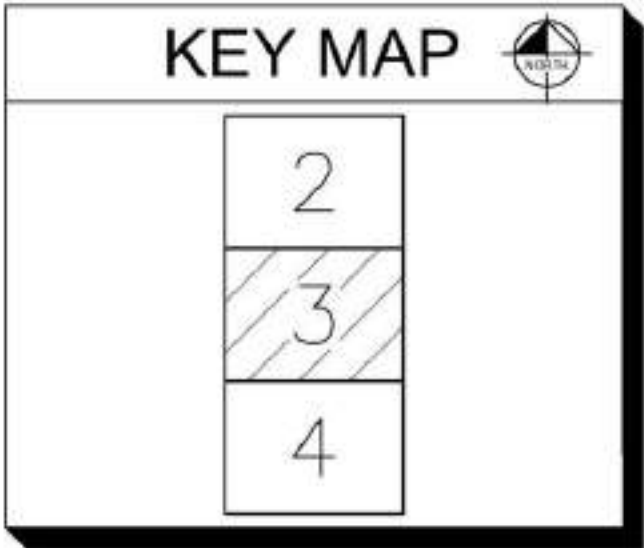
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Exhibit B

PUD Variances

Variances and Deviations from Village Ordinances

1. Minooka Village Code ("MVC") § 5-17-3(C)(2): Lot Coverage, impervious ratio not to exceed 0.7.
 - Variance to allow the entire "North Property" as one site for purposes of the impervious surface computation, instead of requiring compliance on each individual lot.
2. MVC § 5-17-3(D): Building setbacks for Lots 2-8.
 - Variance to reduce each building setback on every side (front, rear, sides) to ten feet (10').
3. Design Guideline ("DG") § III(A)(iii)(4) & III(D)(ii): Rooftop Screening in DC District for exposed rooftop mechanical equipment, antenna, vents and ducts
 - Deviation to eliminate this requirement with the exception of the Guardhouse.
4. DG § V(A)(i) & VI(B)(ii): Screening of Ground Mounted Mechanical Equipment, fences shall not exceed eight (8) feet in height.
 - Deviation to allow screen walls to exceed eight (8) feet up to the maximum height of twenty (20) feet and in the locations where required to function as noise barriers.
5. DG § II(C)(iv): Loading and services areas should be provided with separate access and circulation, located behind the building or where not possible on the side of the building
 - Deviation to eliminate this requirement because of campus plan and building configuration.
6. DG § V(A)(ii) & V(B)(i): Fencing Materials require continuous wrought iron fencing to be broken up with masonry, pre-cast or stone columns and prohibit fencing in front yard or ahead of any building.
 - Deviation to permit continuous wrought iron, non-scalable fencing, around entire campus and individual buildings per depiction in approved Architectural Renderings.
7. DG § III(A)(iii)(3) and (4): Corrugated Metal and Exposed Roof Drains prohibited.
 - Deviation to permit exposed gutter and downspouts of corrugated metal.

Exhibit C

**Planning and Zoning Commission's
Findings of Fact and
Recommendation of Approval**

**RECOMMENDED APPROVAL OF A
CONDITIONAL PERMITTED USE FOR A PLANNED UNIT DEVELOPMENT
(EQUINIX DATA CENTER CAMPUS)**

On Tuesday, September 9, 2025, at 6:00 P.M. the Village of Minooka Planning and Zoning Commission ("Plan Commission") conducted a public hearing, with public notice having been duly given for the same. At that hearing, the Plan Commission considered an application filed on behalf of Equinix, Inc., Equinix Hyperscale 3 (CH8), LLC, and Equinix, LLC (collectively the "Applicant"). The Applicant has requested that the Village grant it a conditional permitted use permit (the "Permit") for a Planned Unit Development for a secured data center campus and related uses (the "Proposed Use") and that the Village approve a preliminary PUD plat for certain property described as the North Property in the proposed annexation agreement and to be zoned DC (Data Center) district (the "North Property"). Having heard and considered all of the evidence presented at the hearing and being fully advised in the premises, the Plan Commission hereby finds that the Applicant has sufficiently demonstrated that:

1. The Proposed Use is not detrimental to the public health, safety, comfort or general welfare; and
2. The plan for the Proposed Use is in general conformance with the adopted Comprehensive Plan of the Village.
3. The uses contemplated by the Proposed Use are compatible with surrounding land uses and will not be injurious to the use and enjoyment of other properties in its vicinity.
4. Ingress and egress to the Proposed Use will be provided in a manner that facilitates adequate access by emergency vehicles and efficient and safe traffic circulation in the vicinity, and is otherwise consistent with the officially adopted plans of the Village.
5. The Proposed Use contemplates that sidewalks, pedestrian ways, bicycle paths, and off-street parking and loading will be provided in locations and capacity appropriate to the planned uses.
6. The quality or quantity of common open spaces and landscaping provided are consistent with the higher standards of amenity and design required of a PUD under the Village's code of ordinances.
7. Adequate provision will be made (in the form of deed restrictions, homeowners' or condominium associations, or the like) for the preservation and maintenance of any open spaces, private roads or drives, utilities, and storm water management facilities as well as for the control of architectural review for individual structures if necessary to implement the Proposed Use.
8. The Proposed Use contemplates adequate recreational areas, given the nature of the planned uses.
9. All buildings planned with the Proposed Use will be located so as to ensure adequate light and air.

10. The Proposed Use will be of a superior design than would otherwise be permitted by the strict adherence to otherwise applicable regulations and exceeding that which is typical of conventional development in the DC (Data Center) district.
11. The Proposed Use, including all approved variations and deviations, meets the minimum requirements set forth in the Village's code of ordinances.
12. All construction associated with the Proposed Use shall conform to the requirements of the Village
13. The Proposed Use is an authorized conditional permitted use in the DC Data Center District pursuant to MVC §6-7-3(E); and
14. Granting the Permit is in the best interests of the Village and its citizens; and
15. The preliminary PUD plat is recommended for approval subject to final legal and engineering review.

Based on the foregoing findings, the Plan Commission hereby recommends that the Corporate Authorities of the Village approve the requested conditional permitted use permit for a Planned Unit Development and preliminary PUD plat for the Proposed Use, subject to the following conditions and restrictions:

1. As a condition precedent to the Village's approval of the final PUD plat for the North Property, the Applicant must submit, and the Village must approve, the following (collectively "Final Approvals"): (i) a final PUD plat, which plat must be in substantial compliance with the preliminary PUD plat approved hereby; (ii) a final landscape plan, which must be in substantial conformance with the preliminary landscape plan submitted by the Applicant; (iii) a Site Plan pursuant to MVC §4-13-1; (iv) all required final engineering for the North Property; (v) a final architectural plan, which must be in substantial conformance with the preliminary architectural plans submitted by the Applicant; and (vi) a final declaration of covenants and restrictions for the North Property.
2. The Applicant must develop the North Property in substantial compliance with:
 - a. All terms, provisions, and requirements in the Annexation Agreement applicable to the North Property;
 - b. All local ordinances, rules and regulations and all applicable federal and state statutes, rules and regulations; and
 - c. All Final Approvals.

PASSED this _____ day of _____, 2025, by roll call vote.

	Aye	Nay	Absent
Daniel Friant	_____	_____	_____
Casey McCollom	_____	_____	_____
Robert Wilson	_____	_____	_____
Daniel Wittenkeller	_____	_____	_____
Robert White	_____	_____	_____
Mark Skwarczynski	_____	_____	_____
Steve Bryce	_____	_____	_____

Exhibit D-1

Preliminary Landscape Plan

E

ACCESS

CH11 E

CH10 E

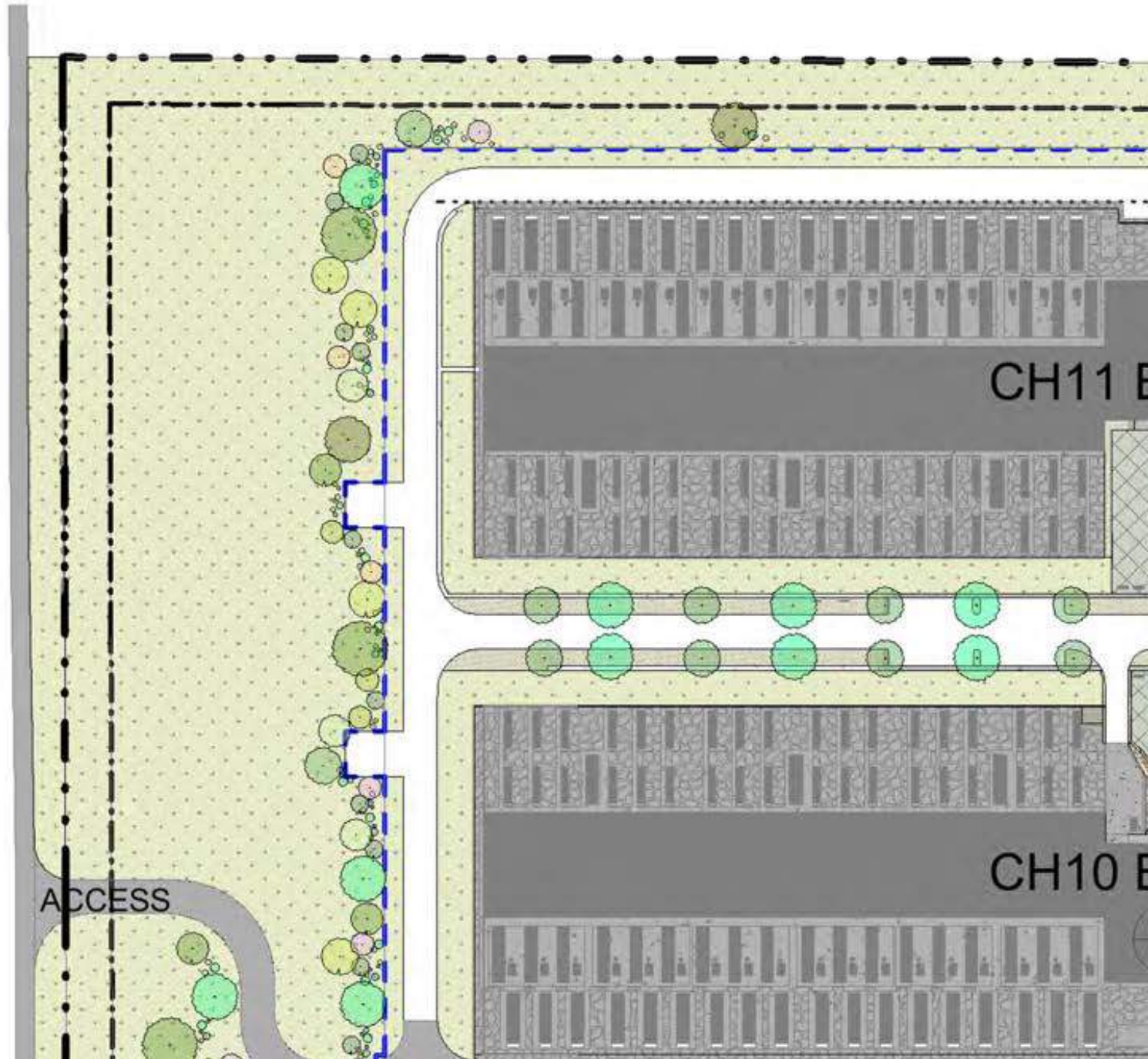


Exhibit D-2
Preliminary Architectural Plan













Exhibit L

**Variances and Deviations from
Zoning Regulations**

Variances and Deviations from Village Ordinances

1. Minooka Village Code ("MVC") § 5-17-3(C)(2): Lot Coverage, impervious ratio not to exceed 0.7.
 - Variance to allow the entire "North Property" as one site for purposes of the impervious surface computation, instead of requiring compliance on each individual lot.
2. MVC § 5-17-3(D): Building setbacks for Lots 2-8.
 - Variance to reduce each building setback on every side (front, rear, sides) to ten feet (10').
3. Design Guideline ("DG") § III(A)(iii)(4) & III(D)(ii): Rooftop Screening in DC District for exposed rooftop mechanical equipment, antenna, vents and ducts
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5. DG § II(C)(iv): Loading and services areas should be provided with separate access and circulation, located behind the building or where not possible on the side of the building
 - Deviation to eliminate this requirement because of campus plan and building configuration.
6. DG § V(A)(ii) & V(B)(i): Fencing Materials require continuous wrought iron fencing to be broken up with masonry, pre-cast or stone columns and prohibit fencing in front yard or ahead of any building.
 - Deviation to permit continuous wrought iron, non-scalable fencing, around entire campus and individual buildings per depiction in approved Architectural Renderings.
7. DG § III(A)(iii)(3) and (4): Corrugated Metal and Exposed Roof Drains prohibited.
 - Deviation to permit exposed gutter and downspouts of corrugated metal.

Exhibit M
[Intentionally Omitted]

Exhibit N
[Intentionally Omitted]

Exhibit O-1

Sanitary Sewer Main Extension

EXHIBIT O-1 SANITARY SEWER EXTENSION



Exhibit O-2
Water Main Extension

EXHIBIT O-2 WATER MAIN EXTENSION

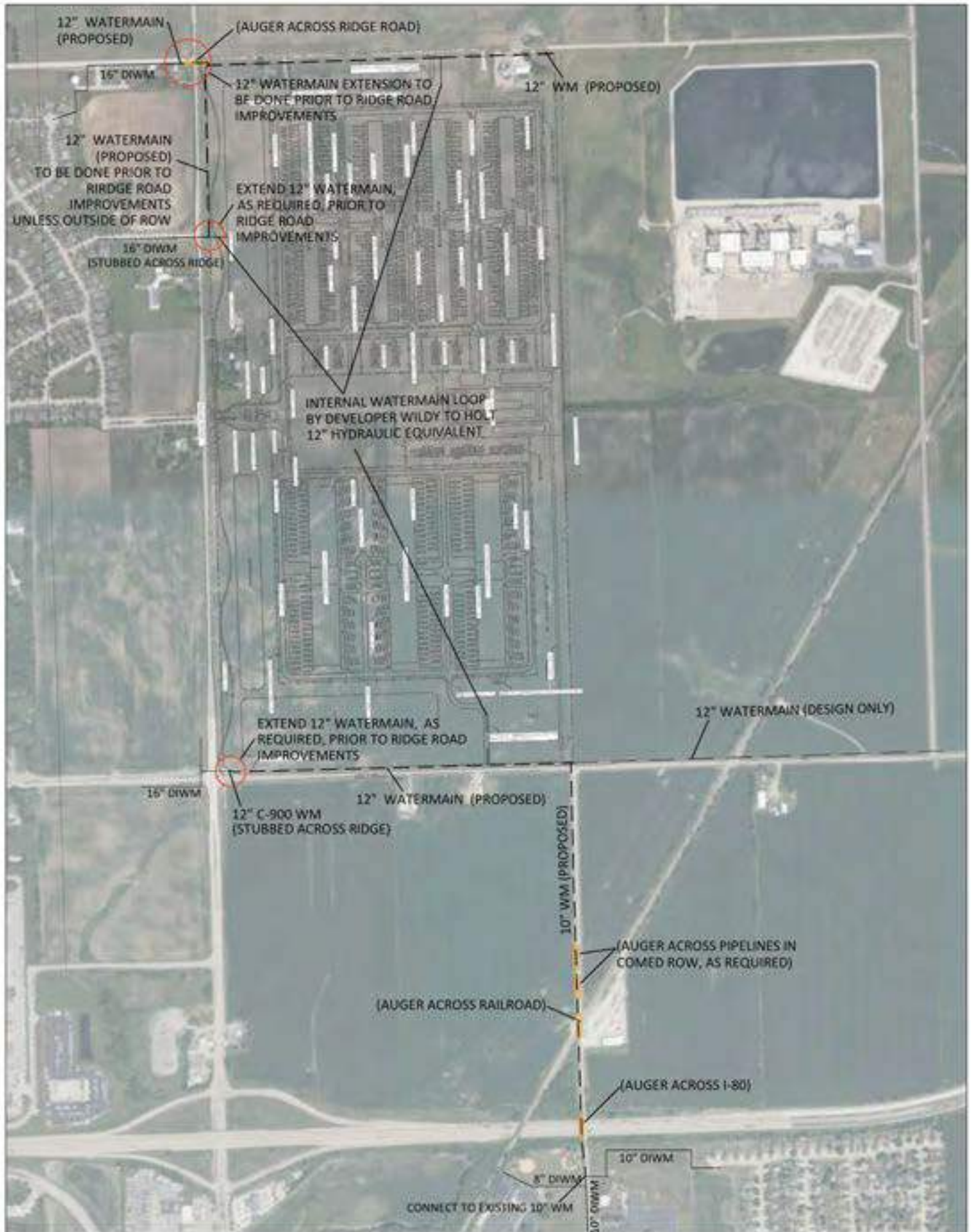


Exhibit P
Form Letter of Credit

IRREVOCABLE LETTER OF CREDIT

DATE: _____

BANK: _____

DEVELOPMENT NAME: _____
UNIT NO. _____

NOTE: MUST ALLOW FOR DRAWS AT A CHICAGO AREA BRANCH.

TO: Village of Minooka
121 East McEvelly Road
Minooka, Illinois 60447
Attn: Village Clerk

Dear _____:

The undersigned Bank of _____ by and through _____ (name and title), its duly authorized agent and representative, hereby issues to the Village of Minooka, 121 East McEvelly Road, Minooka, Illinois 60447, this Irrevocable Letter of Credit in the amount of \$ _____, which such credit may be drawn upon presentation of an original or a copy by said Village at sight on us.

Demands on said Letter of Credit must be accompanied by the certificate of the Village Clerk of the Village of Minooka certifying either: (1) that said Letter of Credit is about to expire and has not been renewed; or (2) that work has not been completed in accordance with the plans, specifications and agreements (including any amendments thereof) for the following project: _____, ("Project").

We hereby open our Irrevocable Letter of Credit in your favor for the account of _____ (hereinafter referred to as "Developer").

This Irrevocable Letter of Credit shall expire on _____, 20____; provided, however, that this Letter of Credit will be automatically renewed and extended for an additional period of one (1) year from the present or any future expiration date unless, at least sixty (60) days prior to such expiration date, we send you written notice by regular mail, or certified mail (return receipt requested), or a nationally-recognized private courier (i.e. FedEx or UPS) that we elect not to so extend this Letter of Credit. Upon such notice to you, you may draw on this Letter of Credit for an amount not to exceed the remaining balance of this Letter of Credit within the then-applicable expiry date.

The undersigned further agrees that this Irrevocable Letter of Credit shall remain in full force and effect and pertain to any and all amendments or modifications which may be made from time to time to the plans, specifications and agreements for the Project, without notice from said Village of such amendments or modifications.

Such improvements must be installed in accordance with the ordinances of the Village of Minooka, the final plat and specifications, and be approved by the Village Engineer and approved by the Board of Trustees of the Village of Minooka.

The undersigned, to the full extent permitted by law, hereby knowingly, intentionally and voluntarily submits to personal jurisdiction in Grundy County, Illinois over any suit, action or proceeding by the Village of Minooka relating to this Irrevocable Letter of Credit. Further, this Irrevocable Letter of Credit is executed in the State of Illinois and shall be construed under the laws thereof. The Circuit Court for the Thirteenth Judicial Circuit, Grundy County, Illinois shall have exclusive jurisdiction over any suit, action or other proceeding whatsoever regarding this Irrevocable Letter of Credit.

All acts, requirements and other preconditions for the issuance of this Irrevocable Letter of Credit have been completed.

The Bank of _____ hereby undertakes and engages that all demands made in conformity with this Irrevocable Letter of Credit will be duly honored immediately upon presentation. If, within five (5) days of the date any demand (made in conformity with this Irrevocable Letter of Credit) is presented, we fail to honor same, we agree to pay all attorney fees, court costs and any other expenses incurred by the Village of _____ in enforcing any of the terms of this Letter of Credit.

This Letter of Credit is subject to the Village of Minooka executing the final plat of the above specified development which has been approved by the Village of Minooka; an unsigned copy of said plat of subdivision is attached hereto.

This Irrevocable Letter of Credit is issued subject to the provisions of Illinois law and the following Rules of the International Standby Practices 1998, International Chamber Of Commerce Publication No. 590 ("ISP 98"): 3.08, 3.09, 3.13, 3.14, 4.01, 4.02, 4.03, 4.12, 5.01, 5.02, 5.03, 5.04, 5.09, 7.01, and 9.01. To the extent Illinois law or the ISP 98 Rules listed herein conflict with the provisions of this Letter of Credit, the provisions of this Letter of Credit shall control. To the extent the ISP 98 Rules listed herein conflict with the provisions of Illinois law, the provisions of the ISP 98 Rules shall control.

The consideration for this Irrevocable Letter of Credit is provided by agreements between this financial institution and the Developer. The undersigned are officers of this financial institution and they are duly authorized by the Board of Directors to execute this Irrevocable Letter of Credit.

NAME OF BANK

By: _____
Its President

ATTEST:

BY: _____
Its

Exhibit Q-1

Wildy Road Roadway Improvements

Exhibit Q-2

Wabena Avenue Roadway Improvements

EXHIBIT Q-2 WABENA AVENUE ROADWAY IMPROVEMENTS

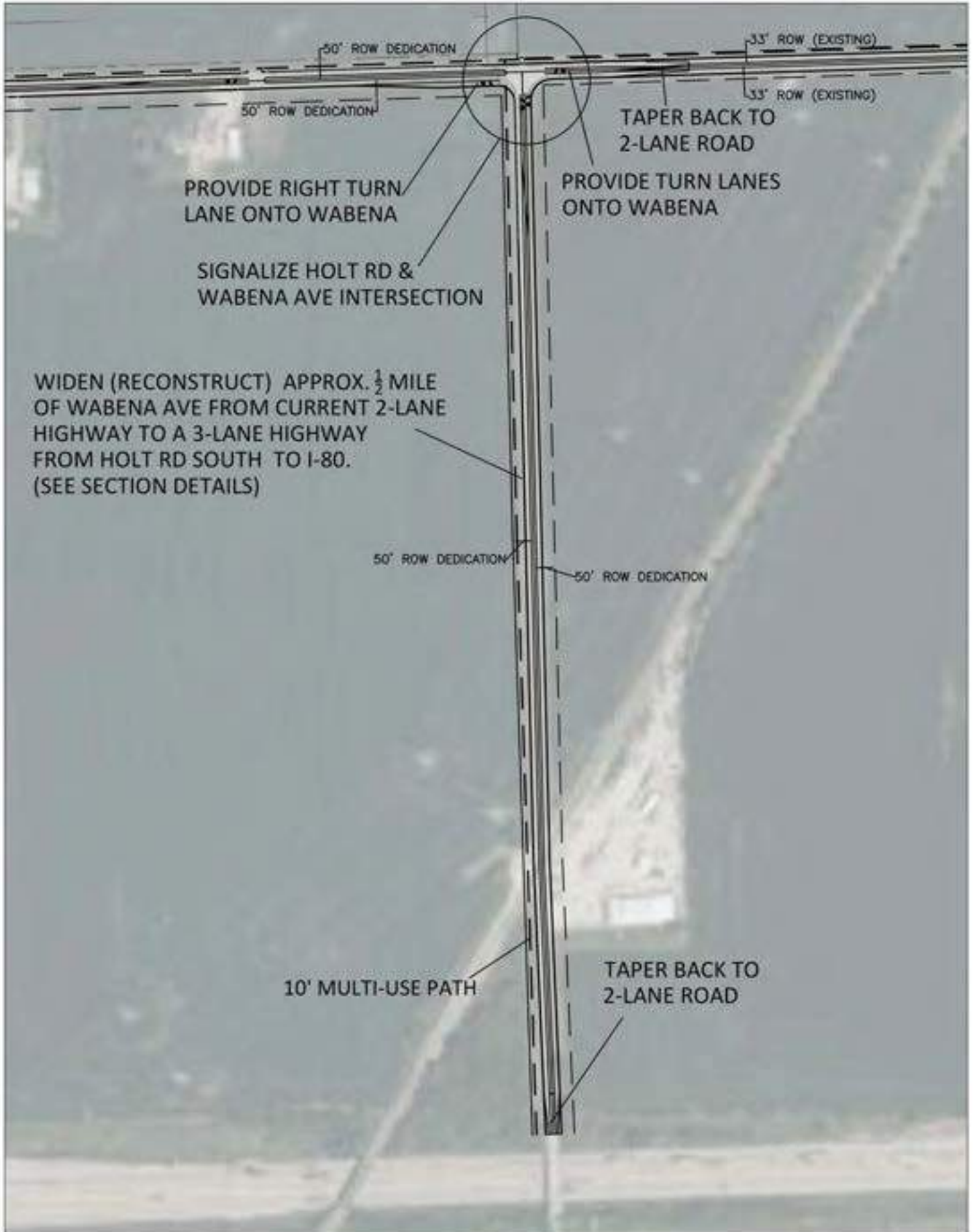


Exhibit Q-3

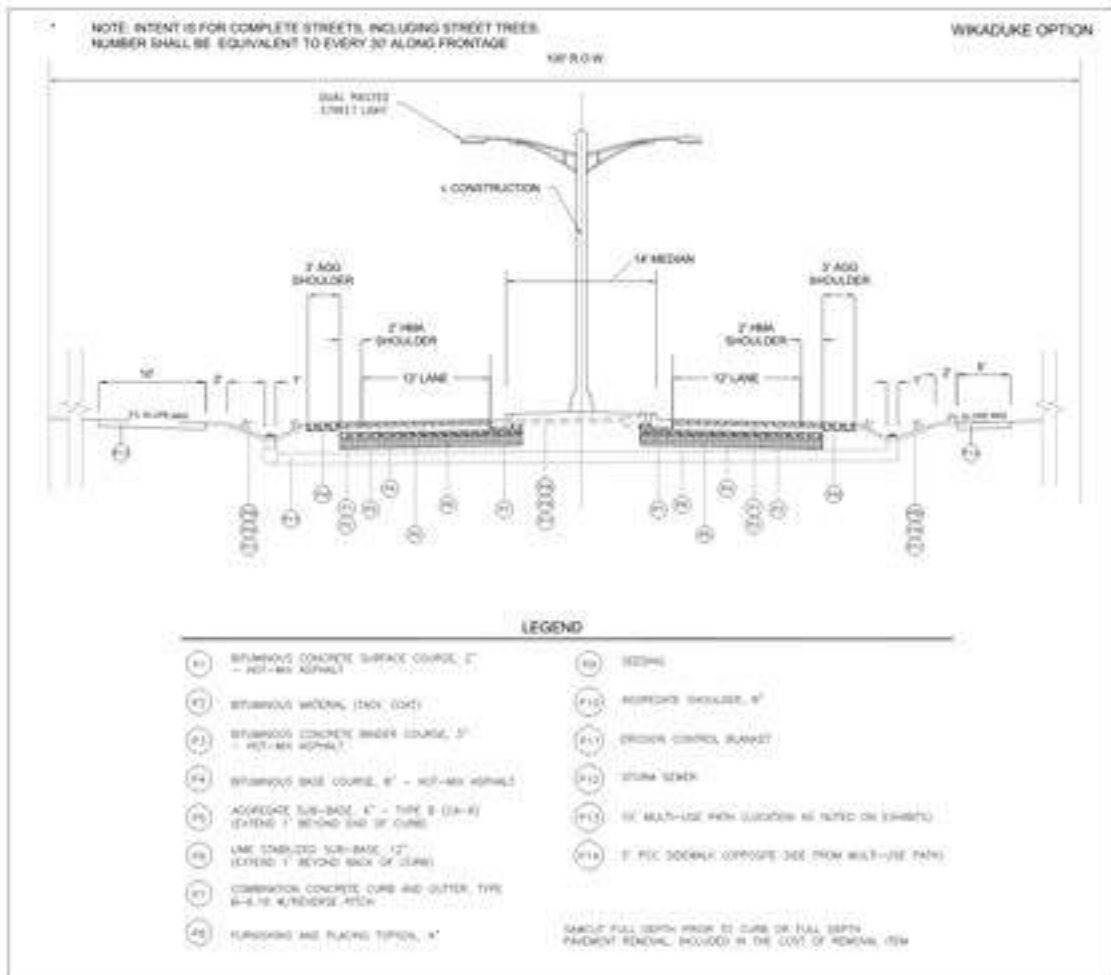
Holt Road Roadway Improvements

Exhibit Q-4

Pavement Sections

EXHIBIT Q-4 PAVEMENT SECTIONS

WILDY ROAD / HOLT ROAD PAVEMENT SECTION OPTIONS



WILDY ROAD / HOLT ROAD / WABENA AVENUE PAVEMENT SECTION OPTIONS

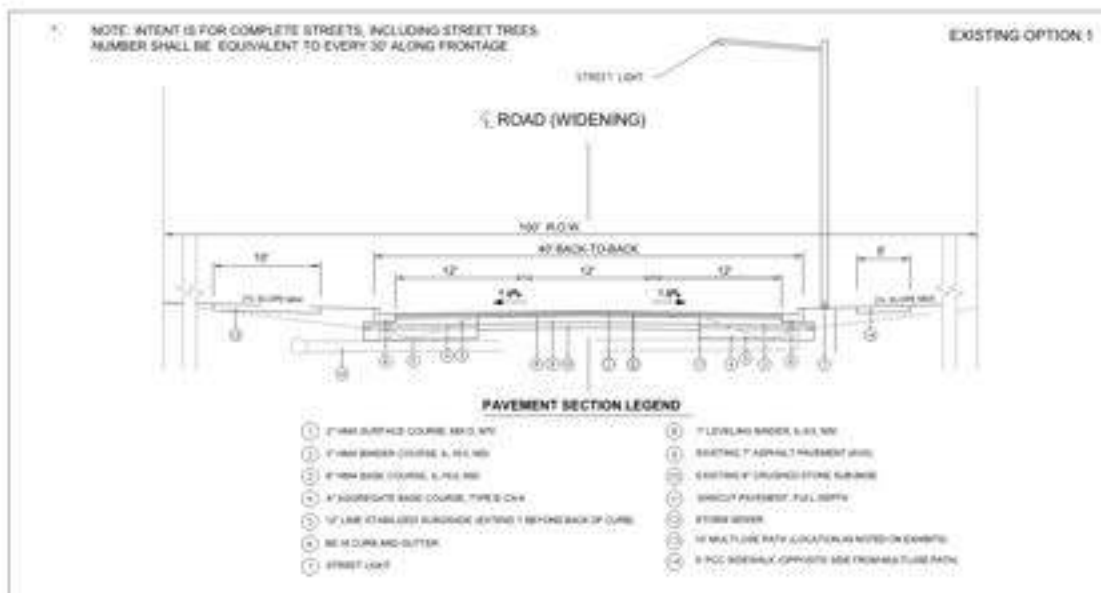
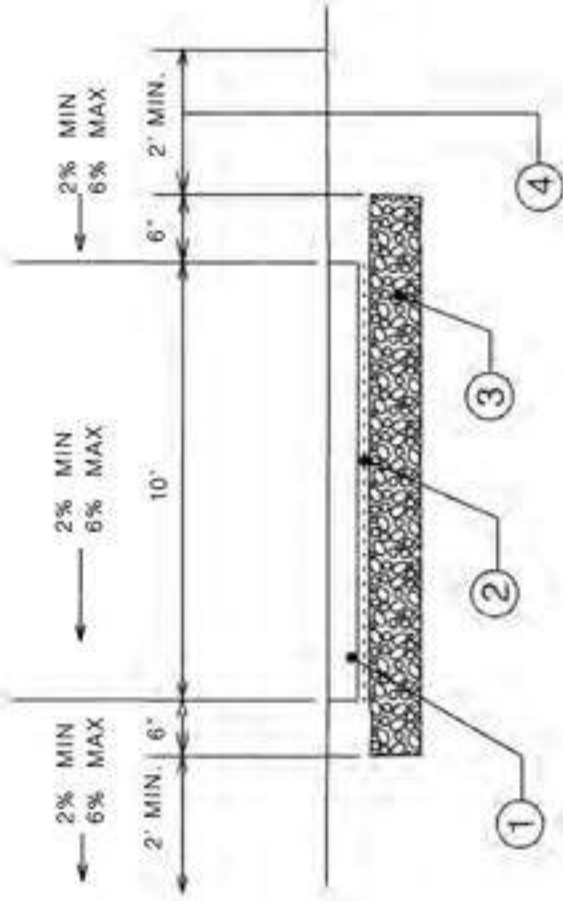


Exhibit R

Multi-Use Path Specifications

BIKEPATH



- ① BITUMINOUS CONCRETE SURFACE COURSE, 4"
- ② BITUMINOUS MATERIALS (PRIME COAT)
- ③ AGGREGATE BASE COURSE, TYPE B, 8" (CM-6)
- ④ CLEAR ZONE FREE FROM OBSTRUCTIONS

* PORTLAND CEMENT CONCRETE SIDEWALK, 5" AND AGGREGATE BASE COURSE, TYPE B, 4"

* FIBERMESH CONCRETE MAY BE ALLOWED IF APPROVED BEFORE POUR.

MINOOKA STANDARD

Exhibit S

**Terms and Conditions of
Economic Development Expenditures**

Exhibit S

Terms and Conditions of Economic Development Expenditure

This Exhibit sets out the terms and conditions of the Economic Development Expenditure contemplated by Article IX of the Annexation and Development Agreement between, *inter alia*, the Village of Minooka and Equinix, Inc.

1. **Definitions.** For the purposes of this Exhibit, the following terms have the meanings given in this Section:
 - a. "Agreement" means the Annexation and Development Agreement between, *inter alia*, the Village and Developer, to which this Exhibit is attached and into which this Exhibit is incorporated by reference.
 - b. "Developer" means Equinix, Inc.
 - c. "Development" means the Developer's development of the North Property for a secured data center campus and such other uses as may be permitted by all applicable Village ordinances and the terms of the Agreement.
 - d. "Development Property" shall have the same meaning as that given in the Agreement.
 - e. "Exhibit" means this Exhibit, setting out the terms and conditions of the Incentive to be provided to the Developer by the Village.
 - f. "Incentive" means an economic development expenditure paid to the Developer as contemplated in the Agreement.
 - g. "Incentive Term" means the entire period that the Agreement is in effect between the Village and the Developer, as identified in Article XVII, Paragraph I, thereof.
 - h. "Municipal Electric Use Taxes" means taxes assessed against the privilege of using or consuming electricity acquired in a purchase at retail and consumed within the corporate limits of the Village as authorized by Section 8-11-2 of the Illinois Municipal Code (65 ILCS 5/8-11-2) and implemented by Village Ordinance (presently codified at Title 3, Chapter 10, Section 3-10-1, *et seq.*). For the avoidance of doubt, "Municipal Electric Use Taxes" does *not* include any other tax of any description, regardless of whether currently in effect or imposed in the future by the State of Illinois or the Village and regardless of whether any such tax is based, in whole or in part, on the use or consumption of electricity on the North Property.
 - i. "North Property" shall have the same meaning as that given in the Agreement.
 - j. "Person" means any natural individual, firm, trust, estate, partnership, association, joint stock company, joint venture, corporation, limited liability company, or a receiver, trustee, conservator or other representative appointed by order of the court.
 - k. "Village" means the Village of Minooka, Will, Grundy, and Kendall Counties, Illinois.
2. **Incentive.** The Village agrees to pay the Developer an Incentive equal to thirty-five percent (35%) of all Municipal Electric Use Taxes assessed against any Person on account of the use

or consumption of electricity on the North Property and actually paid to and collected by the Village during the Incentive Term.

3. **Payments to Developer.** The Village shall make one annual payment of the Incentive to the Developer on or before December 31st of each year during the Incentive Term. Under no circumstances shall the Incentive bear, or the Village pay, any interest.
4. **Limited Obligation.** The Village's obligation to pay the Incentive is intended and shall be deemed to be a limited obligation of the Village that is payable solely and exclusively from Municipal Electric Use Taxes assessed against any Person on account of the use or consumption of electricity on the North Property and actually collected by the Village during the Incentive Term. The Incentive is not intended and shall not be deemed to constitute (i) a general obligation of the Village, (ii) indebtedness of the Village within the meaning of any constitutional or statutory provision, or (iii) a loan against the general taxing powers or credit of the Village. Under no circumstances shall the Village be required to pay any monies to Developer from any source other than as described herein.
5. **Litigation.** Neither the Village nor Developer, nor their respective successors and assigns, shall challenge the legality or enforcement of any recital, provision or covenant of this Exhibit or the Agreement. In the event any other person or entity attempts to enjoin or otherwise challenge the validity of any recital, provision, or covenant of this Exhibit or the Agreement, neither the Village nor the Developer will take any position adverse to enforcement of the same. Developer, in its sole discretion, may petition to intervene in any action or proceeding that challenges the legality or enforceability of this Exhibit or the Agreement, and thereafter may participate, at its sole cost, in the defense of any such claim. The Village, upon Developer's written request, agrees to vigorously defend this Exhibit or the Agreement, provided that the Developer shall reimburse the Village for any of its costs and expenses (including reasonable attorneys' fees) incurred as a result of the Village defense of this Exhibit or the Agreement upon Developer's request. In the event that Developer does not request that the Village defend this Exhibit or the Agreement, the Village shall have no obligation to participate in the defense thereof and shall not be obligated to appear, answer, or file any pleadings whatsoever. In that event, Developer shall bear the risk of an adverse judgment and shall have no recourse against the Village.
6. **Prevailing Wage Act.**
 - a. **Applicability.** Developer hereby represents as follows: (i) Developer is a private business and not a public body or public institution; (ii) Developer is not supported in whole or in part with public funds; (iii) Developer's Development of the Development Property as contemplated by the Agreement will be financed exclusively using Developer's own funds and/or other private funding sources and will not include the use of any bonds or other financing provided by or through a public body. However, if and to the extent the Illinois Prevailing Wage Act (820 ILCS 130/0.10, *et seq.*) is determined to be applicable to the Development, it shall be mandatory upon the Developer, as well as all of Developer's contractors and subcontractors, to pay all laborers, workmen, and mechanics employed by them for the Development not less than the prevailing wages in the locality for each craft or type of workman or mechanic needed to perform such work and the general prevailing rate for legal holidays and overtime work as ascertained by the Illinois Department of Labor and pursuant to Illinois law and statutes in such case made and provided. As changes

are made in the applicable prevailing wages, Developer is responsible for determining when changes are made and applying them to the Development.

- b. **Indemnity and Hold Harmless.** If and to the extent that the Prevailing Wage Act applies to the Development; Developer, or any of its contractors or subcontractors, violates the requirements of said Act; and any inquiries, demands, or claims are made upon or against the Village by the Illinois Department of Labor or by any employee of Developer or any of Developer's contractors or subcontractors, Developer hereby agrees, to the fullest extent permitted by law, to defend, indemnify, and hold the Village Indemnified Parties harmless against any and all such inquiries, demands, or claims, as well as any fines, penalties, charges, or other damages, including without limitation reasonable court costs and attorneys' fees, arising from the same. Developer further agrees to fully reimburse the Village for any and all costs, including reasonable attorneys' fees, incurred by the Village in responding to and complying with demands made by the Department of Labor or any aggrieved employee of Developer or any of Developer's contractors and subcontractors.
 - c. **Required Records Keeping.** Developer, and all of Developer's contractors and subcontractors, shall make and keep all records required by the Prevailing Wage Act, including without limitation all required (a) lists of laborers, mechanics, and other workers employed on the Development and (b) all certified payroll records required by said Act.
7. **Audit; Reconciliation.** Each payment of the Incentive by the Village to Developer shall be accompanied by a statement executed by the Village's Finance Director or his or her designee, setting forth the basis and calculations of such payment. The Village's Finance Director or designee shall further issue a statement to Developer setting forth all payments made to date to Developer. Developer shall have ninety (90) days following the receipt of said payment to contest any of the calculations or information contained in such statements. In the event that Developer shall initiate any such contest, it must be made by written notice to the Village. If such contest shows that the amount paid to Developer was incorrect, either the Village shall pay to Developer the balance of such amount within thirty (30) days of the completion of such contest, or the Village shall set off the amount of any overpayment against the next payment due hereunder, whichever is applicable.
8. **Developer Default; Suspension of Payments by Village.** The Developer shall be deemed to be in default of its obligations under this Exhibit upon the occurrence of any of the following:
- a. Developer fails to pay any installment of the Municipal Electric Use Taxes owed to the Village; or
 - b. Developer fails to pay any installment of real estate taxes assessed against any part of the Development Property owned by the Developer; or
 - c. Developer remains indebted to the Village for any outstanding amount for more than sixty (60) days after the same became due; or
 - d. Developer shall be unable, or admits in writing to its inability to pay its debts as they mature; or
 - e. Developer makes a general assignment for the benefit of its creditors concerning its debts as they mature; or

- f. Developer is adjudicated bankrupt; or
- g. Developer files a petition in bankruptcy or to affect a plan or other arrangement with creditors; or
- h. Developer files an answer to a creditor's petition admitting the material allegations thereof for an adjudication of bankruptcy or to affect a plan or other arrangement with creditors; or
- i. Developer applies to a court for the appointment of a receiver for all or substantially all of its assets; or
- j. Developer has a receiver or similar official appointed for all or substantially all of its assets and such appointment shall not be discharged within sixty (60) days after his appointment or Developer has not bonded against such receivership or appointment; or
- k. Developer has a bankruptcy petition filed against it which remains undismissed for a period of sixty (60) consecutive days, unless the same has been bonded, provided that nothing in this Exhibit shall be construed to prevent the assignment of Developer's rights herein for collateral purposes with the prior written permission of the Village, which permission will not be unreasonably withheld or denied.

The Village is authorized to suspend all payments of the Incentive to Developer simultaneously with the provision of written notice to the Developer of the existence of a default. The Village shall resume payments of the Incentive to Developer, without any the payment of any interest, upon receipt of sufficient information from the Developer, in writing, to demonstrate that the default no longer exists.

Exhibit T

Recapture Owed by Developer

EXHIBIT T - RECAPTURES

Exhibit ID	Parcel	Development Size		Concorde (Summerfield) Water Tower	Cost per acre	Recapture Cost	Concorde Water Main	Recaptures Cost per
		Acres	PE (est)					
4	09-25-300-017 (Khater Trustee - Roberts Farm)	144.8091	0.00	x	\$677.00	\$98,035.76	x	\$1,591.
7	09-25-300-003 (Palmer)	6.41	0.00	x	\$677.00	\$4,339.57	x	\$1,591.
3	09-25-300-016 (Khater-Trustee)	0.5	0.00	x	\$677.00	\$338.50	x	\$1,591.
11	09-25-300-009 (Hasselbring)	0.76	0.00	x	\$677.00	\$514.52		\$1,591.
12	09-25-300-010 (Roberts)	1.02	0.00	x	\$677.00	\$690.54		\$1,591.
13	09-25-300-011 (Roberts)	1.778	0.00	x	\$677.00	\$1,203.71		\$1,591.
14	09-25-300-012 (Roberts)	0.86	0.00	x	\$677.00	\$582.22		\$1,591.
5	09-36-100-001 (Khater-Trustee)	80.0399	0.00	x	\$677.00	\$54,187.01	x	\$1,591.
6	09-36-100-003 (Khater-Trustee)	78.7498	0.00	x	\$677.00	\$53,313.61	x	\$1,591.
1	09-36-300-010 (Dorman)	1.4958	0.00	x	\$677.00	\$1,012.66		\$1,591.
8	09-36-300-007 (Sasso)	0.0735	0.00	x	\$677.00	\$49.76		\$1,591.
9	09-36-300-004 (Sasso)	0.64	0.00	x	\$677.00	\$433.28		\$1,591.
10	09-36-300-010 (Sasso)	0.3847	0.00	x	\$677.00	\$260.44		\$1,591.
2	09-36-300-009 (Feeney) both parcels split by ComEd)	55.05	0.00	x	\$677.00	\$37,268.85		\$1,591.

Total Acreage

372.5708

\$252,230.43