

FIRST AMENDMENT DATED FEBRUARY ____, 2021 (“AMENDMENT”) TO ANNEXATION AGREEMENT DATED DECEMBER 6, 2017 BY AND BETWEEN THE VILLAGE OF ROMEOVILLE, AN ILLINOIS MUNICIPAL CORPORATION AND DUKE REALTY LIMITED PARTNERSHIP

WITNESSETH:

WHEREAS, on December 6, 2017, the Village of Romeoville (Village”) and Duke Realty Limited Partnership (“Owner”) entered into a certain annexation agreement recorded with the Will County Recorder’s Office as Document No. R2018004997 (the “Annexation Agreement”), pursuant to which the property legally described in Exhibit A hereto and referred to therein and herein as the Territory was annexed into the corporate limits of the Village; and

WHEREAS, subsequent to the execution of the Annexation Agreement, Owner desired to pursue certain additional potential opportunities for the development of the Territory, which potential development opportunities could not be pursued without amending the existing terms of the Annexation Agreement; and

WHEREAS, Village and Owner are amenable to amending the Annexation Agreement as more fully hereinafter set forth; and

WHEREAS, upon due notice and advertisement as provided by law, the Village Planning and Zoning Commission has held such public hearings on the aforesaid applications as are required by law, and after due deliberation thereon and the receipt of public comment with respect thereto, has made findings of fact with respect to the aforesaid applications to the extent required by applicable law and the ordinances of the Village; and

WHEREAS, the Corporate Authorities of the Village have received the report of the recommendations of the Planning and Zoning Commission of the Village with respect to the aforesaid applications, and in connection therewith have received and reviewed a proposed amendment to an annexation agreement in substance and form substantially the same as this Amendment, and on _____, conducted a public hearing in accordance with the requirements of Section 5/11-15.1-3 of the Illinois Municipal Code (65 ILCS 5/11-15.1-3) to consider the approval and execution of this Amendment; and

WHEREAS, after due and careful consideration, the Corporate Authorities of the Village have concluded that the approval and execution of this Amendment will further the growth of the Village, promote the orderly and sound development of the Territory, increase the taxable value of the property within the Village, and otherwise enhance and promote the general welfare of the Village and its residents; and

WHEREAS, the Village intends and desires that, except as otherwise specifically set forth in this Amendment, the terms and conditions of the Annexation Agreement shall continue to apply to the development of the Territory, and that the Annexation Agreement shall remain in full force and effect in accordance with its terms and applicable law.

NOW THEREFORE, for and in consideration of the mutual covenants and promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Village and the Owner agree as follows:

1. Recitals. The foregoing recitals are hereby incorporated into this Amendment as if fully set forth herein.

2. Amendment to Section 3.2 of Annexation Agreement. The presently existing text of Section 3.2 of the Annexation Agreement shall hereby be amended to add the following text, to be added immediately following the presently existing text of said Section 3.2 of the Annexation Agreement:

“In addition to the three alternative general development plans included within Exhibit “D-1”, the PUD Special Use Permit and Group Exhibit “D” shall also include an additional alternative development plan included within Exhibit “D-3”, a copy of which is attached hereto and incorporated herein by reference. Provided that (i) Owner acquires title to and enters into an annexation agreement with the Village concerning the Offsite Property (as hereinafter defined) and (ii) develops the Offsite Property with an ecommerce fulfillment facility that generates taxable retail sales occurring within the Village pursuant to 86 Ill. Admin. Code 270 et. seq. for purposes of the Illinois Retailers’ Occupation and Home Rule Retailers’ Occupation Taxes (35 ILCS 120/1 et. seq. and 65 ILCS 5/8-11-1 respectively), Owner shall be permitted to develop the Territory pursuant to the additional alternative development plan included within Exhibit “D-3” and to develop the Territory with a total of not more than 507 outdoor trailer storage spaces, notwithstanding any contrary or more restrictive provision of this Agreement or of Exhibit “D-2” thereof. In recognition of the increased traffic impacts on the public roadway system of the Village presented by the development of the Territory in a manner depicted by the alternative development plan included within Exhibit “D-3”, Owner shall, contemporaneously with and as a condition to the issuance of a building permit for the aforementioned ecommerce facility contemplated to be constructed by Owner on the Offsite Property, pay to the Village a traffic impact fee in the amount of \$180,000.00. For purposes of this Section 3.2, the Offsite Property shall be that property legally described in Exhibit “D-4”, a copy of which is attached hereto and incorporated herein by reference. In the event that Owner does not develop the Offsite Property with an ecommerce fulfillment facility that generates taxable retail sales occurring within the Village as hereinabove provided, Owner shall not be permitted to develop the Territory with the alternative development plan included within Exhibit “D-3” and shall be limited to developing the Territory with not more than 387 outdoor trailer storage spaces.”

For clarity and the avoidance of doubt, the Exhibits “D-3” and “D-4” attached to this Amendment and incorporated herein by reference shall serve as and for the Exhibits “D-3” and “D-4” referred to above and the same shall hereby be deemed to be incorporated into the Annexation Agreement as and for Exhibit “D-3” and Exhibit “D-4” thereof.

3. Miscellaneous Provisions and Requirements.

A. Conflicts with Annexation Agreement. The terms and provisions of this Amendment shall supersede and control over any contrary or conflicting terms, conditions or

provisions of any articles of the Annexation Agreement, but all other terms, conditions and provision of the Annexation Agreement are currently and shall remain in full force and effect, and the same shall not in any way be altered, affected, modified, limited or construed by the terms, conditions and provisions of this Amendment.

B. Terms in Annexation Agreement. Any term used and defined in the Annexation Agreement and also used or referred to in this Amendment shall have the same meaning in this Amendment as set forth in the Annexation Agreement.

C. Integration. This Amendment and the Annexation Agreement set forth all agreements, understandings, and covenants between the Village and the Owner and with respect to the annexation and development of the Territory, and, taken together, this Amendment and the Annexation Agreement supersede all other written or oral agreements, understandings or negotiations, and represent the entire agreement of the Village and the Owner with respect to the annexation and development of the Territory.

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

“Village”

VILLAGE OF ROMEOVILLE
an Illinois municipal corporation

By: _____

John D. Noak
Village President

ATTEST: _____

Olivia Blomberg
Deputy Village Clerk

“Owner”

Duke Realty Limited Partnership, an Indiana limited partnership

By: Duke Realty Corporation, an Indiana corporation, its general partner, d/b/a Duke Realty of Indiana Corporation

By: _____

Ryan O’Leary
Senior Vice President, Midwest Region

Subscribed and sworn to before me this ____ day of _____, 2021

Notary Public

EXHIBIT "D-3"

ALTERNATE DEVELOPMENT PLAN

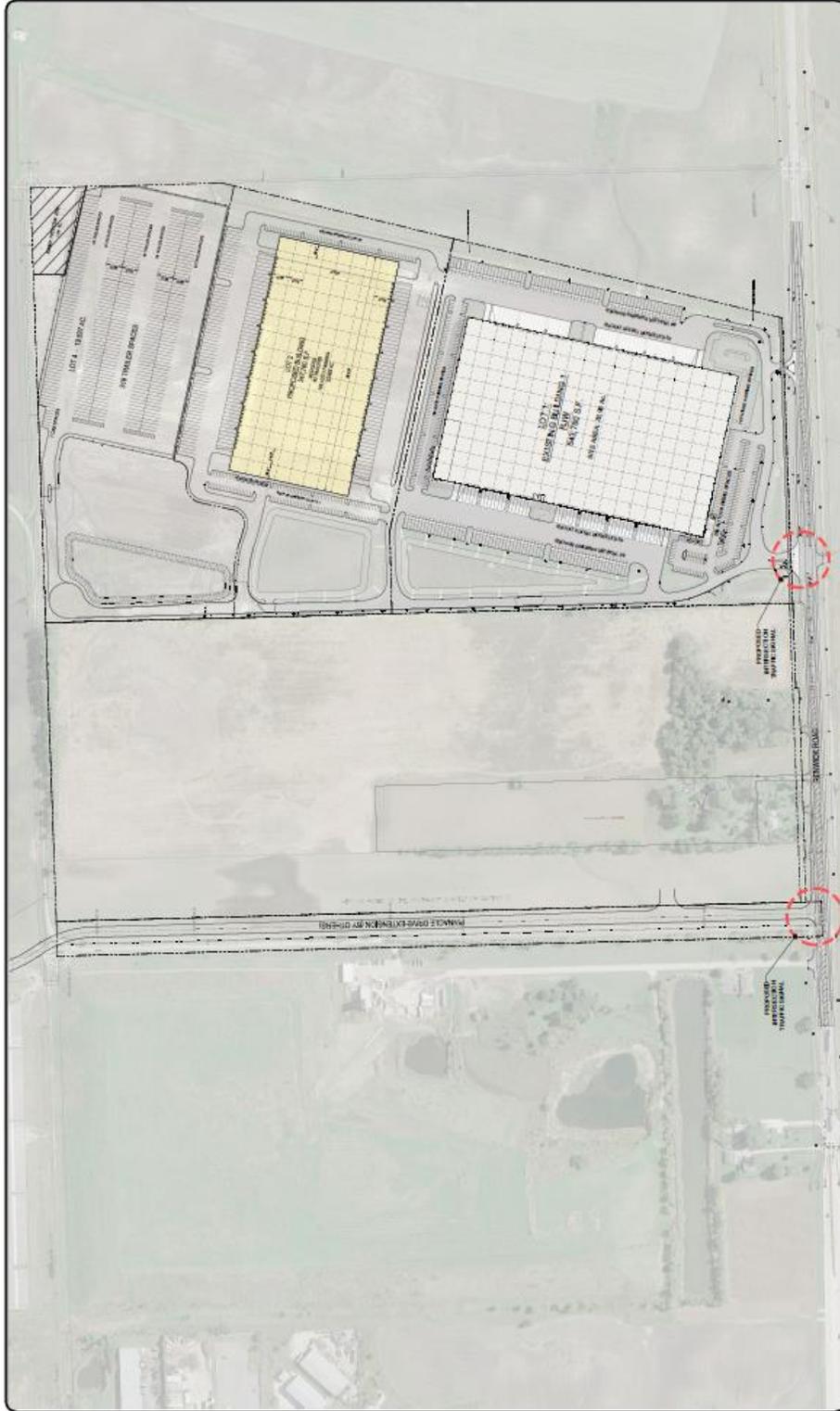


EXHIBIT D-3 - ALTERNATIVE DEVELOPMENT PLAN
AIRPORT LOGISTICS PHASE II
Renwick Road - Romeoville, IL

Scale: 1" = 300'
JANUARY 20, 2021

EXHIBIT "D-4"

LEGAL DESCRIPTION OF OFFSITE PROPERTY

RENWICK ROAD INVESTMENTS PARCEL:

Real property situated in Will County, Illinois, more particularly described as follows:

THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 17, IN TOWNSHIP 36 NORTH AND IN RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE WEST 20 ACRES OF SAID QUARTER SECTION AND EXCEPTING THEREFROM THE EAST 175 FEET (AS MEASURED PARALLEL WITH THE EAST LINE THEREOF) AND EXCEPTING THEREFROM THE SOUTH 1523.7 FEET (AS MEASURED PARALLEL WITH THE SOUTH LINE THEREOF) OF THE WEST 228.71 FEET (AS MEASURED PARALLEL WITH THE WEST LINE THEREOF), IN WILL COUNTY, ILLINOIS

Commonly known as: 39.89 +/- acres located on West Renwick Road, Will County, IL

KOZAK PARCEL:

Real property situated in the Village of Romeoville, Will County, Illinois, more particularly described as follows:

THE WEST 208.71 FEET OF THE SOUTH 208.71 FEET OF THE EAST THREE QUARTERS OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

AS SURVEYED LEGAL DESCRIPTION FOR THE KOZAK PARCEL:

THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 17; THENCE NORTH 87 DEGREES 54 MINUTES 12 SECONDS EAST, A DISTANCE OF 330.21 FEET TO THE EAST LINE OF THE WEST 20 ACRES OF THE SOUTHEAST QUARTER OF SAID SECTION 17 AND THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 29 MINUTES 08 SECONDS WEST ALONG SAID LINE, A DISTANCE OF 208.72 FEET TO A LINE 208.71 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 17; THENCE NORTH 87 DEGREES 54 MINUTES 12 SECONDS EAST ALONG SAID LINE, A DISTANCE OF 208.50 FEET TO A LINE 538.68 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 17; THENCE SOUTH 01 DEGREES 29 MINUTES 08 SECONDS EAST ALONG SAID LINE, A DISTANCE OF 208.72 FEET TO THE SOUTH LINE OF THE

WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 17; THENCE SOUTH 87 DEGREES 54 MINUTES 12 SECONDS WEST ALONG SAID LINE, A DISTANCE OF 208.50 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

Commonly known as 20328 W. Renwick Road, Romeoville, Illinois

JENKINS PARCEL:

Real property situated in Will County, Illinois, more particularly described as follows:

THE SOUTH 1523.7 FEET (AS MEASURED PARALLEL WITH THE SOUTH LINE THEREOF) OF THE WEST 228.71 FEET (AS MEASURED PARALLEL WITH THE WEST LINE THEREOF) OF A TRACT OF LAND DESCRIBED AS FOLLOWS: THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE WEST 20 ACRES OF SAID QUARTER SECTION AND EXCEPTING THE EAST 208.71 FEET OF THE WEST 538.68 FEET OF THE SOUTH 208.71 FEET AND EXCEPTING THE EAST 8 RODS OF THE SOUTH 20 RODS THEREOF, IN WILL COUNTY, ILLINOIS.

Commonly known as 20318 Renwick Road, Will County, Illinois

12.48 ACRE OPTION PARCEL:

Real property situated in the Village of Romeoville, Will County, Illinois, more particularly described as follows:

THE WEST 20 ACRES OF THE SOUTHEAST QUARTER OF SECTION 17, IN TOWNSHIP 36 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE WEST 120 FEET THEREOF AS MEASURED PERPENDICULAR TO THE WEST LINE OF SAID WEST 20 ACRES AND EXCEPT THE SOUTH 50 FEET, IN WILL COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 17 AND THE NORTH LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 17; THENCE NORTH 87 DEGREES 58 MINUTES 25 SECONDS EAST ALONG SAID NORTH LINE, 120.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 87 DEGREES 58 MINUTES 25 SECONDS EAST ALONG SAID NORTH LINE, 210.21 FEET TO THE EAST LINE OF THE WEST 20 ACRES AFORESAID; THENCE SOUTH 01 DEGREES 29 MINUTES 08 SECONDS EAST, 2587.93 FEET TO A POINT IN THE NORTH 50 FOOT RIGHT OF WAY OF RENWICK ROAD, SAID LINE BEING 50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE WEST HALF OF SAID SOUTHEAST QUARTER OF SECTION 17; THENCE SOUTH 87 DEGREES 54 MINUTES 17 SECONDS WEST ALONG SAID NORTH RIGHT OF WAY LINE, 210.21 FEET TO A POINT ON A LINE

WHICH IS 120 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE WEST 20 ACRES OF SAID SOUTHEAST QUARTER OF SECTION 17; THENCE NORTH 01 DEGREES 29 MINUTES 08 SECONDS WEST, 2588.19 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

Commonly known as +/- 12.48 acres located on Renwick Road, Romeoville, Will County, Illinois