

FIRST AMENDMENT TO THE
MEMORANDUM OF UNDERSTANDING FOR THE HOUBOLT ROAD PROJECT
BETWEEN THE ILLINOIS DEPARTMENT OF TRANSPORTATION, THE COUNTY OF
WILL, THE CITY OF JOLIET AND HOUBOLT ROAD EXTENSION JV, LLC as assignee of
CENTERPOINT PROPERTIES TRUST

THIS FIRST AMENDMENT (the “First Amendment”) TO THE MEMORANDUM OF UNDERSTANDING dated December 19, 2016 (“MOU”) is made and entered into as of the ____ day of _____, 2025, by and between THE STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the “DEPARTMENT”), the COUNTY OF WILL, acting by and through its WILL COUNTY DIVISION OF TRANSPORTATION (hereinafter referred to as the “COUNTY”), the CITY OF JOLIET (“CITY”), and HOUBOLT ROAD EXTENSION JV, LLC (“HRE,” as assignee of CENTERPOINT PROPERTIES TRUST) (collectively referred to as the “PARTIES” and individually referred to as a “PARTY”). Any capitalized term used in this First Amendment and not otherwise defined herein shall have the meaning ascribed to such term in the MOU.

RECITALS:

WHEREAS, the intent of the PARTIES is to supplement and/or modify certain provisions contained in Section I, Section XII, and Section XVII of the MOU as set forth in this First Amendment;

WHEREAS, other than the amendments to Section I, Section XII, and Section XVII contained in this First Amendment, the provisions of the MOU shall remain in full force and effect; and

WHEREAS, the PARTIES desire and have mutually agreed to amend the MOU in accordance with this First Amendment.

AGREEMENTS:

NOW, THEREFORE, for good and valuable consideration, the PARTIES hereby agree as follows:

1. **Capitalized Terms; Incorporation by Reference.** The defined terms in the MOU are fully applicable to and are incorporated in this First Amendment.

2. **Amendment to MOU ARTICLE I (PROJECT ELEMENTS/TERMS IN THIS MOU).** ARTICLE I of the MOU is hereby amended by adding the following Sections D. through G. thereto:

“D. As used in the MOU as amended by the First Amendment, the term “CNT Intermodal Center” means all territory depicted within the area shaded in **green** on **Exhibit “B”** to this First Amendment.

- E. As used in the MOU as amended by the First Amendment, the term “Additional Property” means all territory depicted within the area shaded in **orange** on **Exhibit “C”** to this First Amendment, being certain real property permitted by the CITY to utilize the Closed Loop Truck Network under a certain Amended and Restated Annexation and Development Agreement (Compass Business Park) dated December 21, 2021 and recorded in the official records of Will County, Illinois as Document R2022008041 (the “Annexation Agreement”). It is contemplated that at one or more future dates, the CITY may, in its discretion (but in all events in accordance with a certain Settlement and Mutual Releases Agreement dated on or about June 20, 2025 by and between CITY, HRE, CenterPoint Properties Trust, CenterPoint Joliet Terminal Railroad, LLC, East Gate – Logistics Park Chicago, LLC, and NorthPoint Development, LLC), amend the Annexation Agreement to permit other property (the “Future Property”) to utilize the Closed Loop Truck Network. Any portions of the Future Property permitted to utilize the Closed Loop Truck Network under the Annexation Agreement shall automatically be deemed to be included in the term “Additional Property” for purposes of this MOU as amended by this First Amendment.
- F. As used in the MOU as amended by the First Amendment, the term “Closed Loop Truck Network” means a roadway system providing vehicular and truck access (including the exclusive method of tractor-trailer truck ingress and egress within the Additional Property) having a single and exclusive truck access point to the Closed Loop Truck Network located on Millsdale Road at the location depicted on **Exhibit “D”** that will provide truck and other vehicular access from the Additional Property to the CNT Intermodal Center and which (i) includes a proposed bridge crossing the Union Pacific Railroad at a point immediately south of Millsdale Road and connecting with Millsdale Road at a point west of the Union Pacific Railroad (the “Railroad Bridge”), (ii) includes a proposed bridge crossing Illinois Route 53 (“Illinois 53”) to provide truck access from the portion of the Additional Property lying east of Illinois 53 to the Railroad Bridge (the “53 Bridge”), (iii) includes certain roads and drives within the Additional Property or connecting the Additional Property to the 53 Bridge and Railroad Bridge to allow truck access to and from the Additional Property to the CNT Intermodal Center via the Closed Loop Truck Network, (iv) includes truck barriers and cul-de-sacs designed to prohibit truck access to and from the Additional Property other than via a sole truck access point to and from the Closed Loop Truck Network on Millsdale Road at the location depicted on **Exhibit “D”** (with all of the foregoing being included in the definition of Closed Loop Truck Network, for purposes of this MOU as amended by this First Amendment), and (v) prevents Tractor-Trailer Truck access to and from the East Gate Property to Illinois 53, Manhattan Road, and other municipal, county and township roads. A general depiction of the anticipated initial configuration of the Closed Loop Truck Network (showing such roads, drives, and truck barriers) is attached hereto as **Exhibit “D”**, with all roads, drives, and truck barriers currently contemplated depicted in **red**.
- G. As used herein, the term “Temporary Connection” means a temporary intersection located at Millsdale Road and Third Coast Parkway designed for truck and other vehicular access to and from the portion of the Additional Property located west of Illinois 53 as depicted on **Exhibit “E”**.”

3. **Restatement of MOU ARTICLE XII (FLOW OF TRAFFIC).** ARTICLE XII of the MOU is hereby amended as follows:

(i) Clause (3) of Section XII(B) of the MOU is hereby amended to read as follows:

“..., and (3) eliminate trucking restrictions, weight limits, or other similar regulations on roads that enter or exit the CNT Intermodal Center or on roads that are adjacent to the CNT Intermodal Center, except that the CITY is allowed, and no PARTY shall object to the CITY taking steps or actions, to modify or eliminate the existing trucking restrictions, weight limits, or other similar regulations on Millsdale Road in accordance with the conditions set forth in Section XII(H) of this MOU as amended by the First Amendment.”

(ii) ARTICLE XII of the MOU is hereby amended by replacing Section XII(G) in its entirety as set forth below:

“G. Nothing in the MOU, as amended by the First Amendment, shall limit the CITY’s ability to perform widening, resurfacing, or related improvement work on any road adjacent to the CNT Intermodal Center and under CITY jurisdiction. However, in no event shall the CITY improve Schweitzer Road between Illinois 53 and the railroad tracks located east of Brandon Road so as to legally permit truck traffic and no vehicular traffic is permitted in the location of Schweitzer Road between Brandon Road and the railroad tracks.”

(iii) ARTICLE XII of the MOU is hereby amended by adding the following as new Sections XII(H), (I), and (J):

“H. The CITY is allowed to modify or eliminate the existing trucking restrictions, weight limits, or other similar regulations on Millsdale Road between CenterPoint Way and Holland Drive under the following conditions:

i. A cul-de-sac shall be constructed on Millsdale Road immediately east of the Temporary Connection to prohibit access to Illinois 53 by cars and trucks. While the cul-de-sac is being constructed the CITY shall approve a temporary traffic control plan to ensure that truck traffic does not access Illinois 53 via Millsdale Road.

ii. Trucks may only traverse within the Additional Property via the Closed Loop Truck Network. The method of ingress and egress to and from the Additional Property by trucks shall occur exclusively via the Closed Loop Truck Network. Moreover, the sole method of ingress and egress to and from the Additional Property by trucks shall occur exclusively via a single access point on Millsdale Road at the location depicted on **Exhibit “D”**, provided, however, that truck and other vehicular access to and from the portion of the Additional Property located west of Illinois 53 shall be permitted via the Temporary Connection to Millsdale

Road until the Temporary Connection is closed upon the construction and opening of the portions of the Closed Loop Truck Network necessary to provide access to the portion of the Additional Property lying east of Illinois 53 (including the Railroad Bridge and 53 Bridge), and thereafter truck access for the portion of the Additional Property lying west of Illinois 53 will exclusively consist of utilizing the Closed Loop Truck Network and nothing else.

iii. To prohibit truck access to and from the Closed Loop Truck Network other than via the single access point on Millsdale Road at the location depicted on **Exhibit “D”**, truck barriers within the Closed Loop Truck Network (and any roads and drives connecting to the Closed Loop Truck Network) shall at all times be maintained and cannot be eliminated unless by unanimous written consent of the PARTIES (excepting only, however, during limited temporary periods of time following the occurrence of an emergency event caused by a force majeure event or another unforeseen emergency casualty event, which in either case, causes the 53 Bridge and/or the Railroad Bridge to be inaccessible, as reasonably determined in good faith by the CITY). The exact configuration of the Closed Loop Truck Network within the portion of the Additional Property lying east of Illinois 53 may be modified from time to time (and portions of the Closed Loop Truck Network may be constructed incrementally as development of the Additional Property progresses) in accordance with required approvals by governing jurisdictions over any roads or drives constructed within the Closed Loop Truck Network, provided that at all times (other than in an emergency event, as set forth above) the sole truck access point to the Additional Property shall be the Closed Loop Truck Network via Millsdale Road at the location depicted on **Exhibit “D”** and that truck barriers are installed and maintained to ensure compliance with these restrictions (subject to Section XII(I) of this MOU as amended by this First Amendment).

iv. The Closed Loop Truck Network shall not be expanded or modified to allow truck access from any property beyond the Additional Property (together with any Future Property) and no additional truck access points to the Closed Loop Truck Network shall be created without the unanimous written consent of the PARTIES.

I. If an emergency event caused by a force majeure event or another unforeseen emergency casualty event, which in either event, causes the 53 Bridge and/or the Railroad Bridge to be inaccessible as reasonably determined in good faith by the CITY then the CITY may temporarily authorize for a short term basis, truck access to and from the Additional Property via an alternative route that is mutually agreed upon by the PARTIES in writing, and during any such temporary periods, truck barriers must be maintained at all times to prohibit truck access to and from the Closed Loop Truck Network and the Additional Property other than via such temporary alternative route.

J. The PARTIES hereby agree that Section XII of the MOU as amended by the First Amendment shall not be eliminated, cancelled, amended, modified, supplemented, and

no assignment of the rights and obligations in Section XII shall be made without the unanimous written consent of the PARTIES.”

4. **Amendment to MOU ARTICLE XVII (MISCELLANEOUS), Section G (Notices).**
ARTICLE XVII of the MOU is hereby amended by replacing Section XVII(G) in its entirety as set forth below:

“G. Notices. Any notice, consent, or approval given hereunder shall be sent to the representatives identified herein (1) by e-mail and by deposit in the United States mail, certified mail first class delivery return receipt requested, or (2) by personal delivery. The representatives and/or addresses set forth herein may be changed at any time by any PARTY by written notice to other PARTIES.

For the DEPARTMENT :

Office of Chief Counsel
Illinois Department of Transportation
2300 South Dirksen Parkway
Springfield, Illinois 62764
[email]

For HRE:

General Counsel
1808 Swift Drive
Oak Brook, Illinois 60523
rmathews@centerpoint.com

For the CITY:

City Manager
150 W. Jefferson Street
Joliet, Illinois 60432
bbeatty@joliet.gov

With a copy to:

Corporation Counsel
150 W. Jefferson Street
Joliet, Illinois 60432
tlenzie@joliet.gov

For the COUNTY:

Chief of Staff for the Will County Board
302 N. Chicago Street
Joliet, Illinois 60432
[email]

With a copy to:

Office of the Will County State’s Attorney
57 N. Ottawa Street
Joliet, Illinois 60433

5. **Non-Waiver.** The failure of any PARTY or PARTIES to the MOU, including this First Amendment, to insist upon strict and prompt performance of the terms, covenants, agreements and conditions contained in the MOU, as amended by the First Amendment, shall not constitute or be construed as a waiver or relinquishment of such PARTY's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

6. **Entire Agreement.** The MOU as amended by this First Amendment, contains all the representations and the entire agreement between the PARTIES with respect to the subject matter hereof. Except as otherwise specified in the MOU as amended by this First Amendment, any prior correspondence, memoranda, agreements, warranties or representations are superseded by the MOU, First Amendment and Exhibits. The MOU, as amended by this First Amendment shall inure to the benefit of the PARTIES and be binding upon the PARTIES, and no third party that is not a PARTY to this MOU as amended by this First Amendment shall have any rights or benefits under this MOU as amended by this First Amendment.

7. **Due Authority.** Each PARTY hereby represents and warrants that: (a) the person(s) executing the First Amendment on its behalf have been properly authorized to do so by all necessary corporate action; (b) it has full power and authority to execute and deliver this First Amendment and to perform all of its obligations imposed pursuant to the MOU, as amended by this First Amendment; and (c) this First Amendment constitutes a legal, valid and binding obligation of the PARTY enforceable in accordance with its terms.

8. **Recitals and Exhibits True.** The PARTIES each hereby approve the recitations set forth in the Recitals of this First Amendment and Exhibits attached hereto and agree that said recitations and Exhibits are true and correct in all respects and form a part of this First Amendment to the same extent as all other provisions.

9. **Counterparts.** This First Amendment may be executed in counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute one and the same instrument. Each PARTY may rely upon facsimile or electronic mail counterparts of this First Amendment signed by the other PARTY with the same effect as if such PARTY had received an original counterpart signed by such other PARTY.

[Remainder of page intentionally left blank. Signatures follow below.]

IN WITNESS THEREOF, the ILLINOIS DEPARTMENT OF TRANSPORTATION, the COUNTY OF WILL, the CITY OF JOLIET, and HOUBOLT ROAD EXTENSION JV, LLC have caused this instrument to be duly executed on the day and year first written above.

THE CITY OF JOLIET

By: _____ Attest: _____

(Please Print Name) (Please Print Name)

Date: _____

THE COUNTY OF WILL

By: _____ Attest: _____

(Please Print Name) (Please Print Name)

Date: _____

HOUBOLT ROAD EXTENSION JV, LLC

By: _____ Attest: _____

(Please Print Name) (Please Print Name)

Date: _____

STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION

By: _____ Attest: _____
_____, Secretary _____
(Please Print Name)

Date: _____

By: _____ Attest: _____
_____, Chief Fiscal Officer _____
Director of Finance and Administration (Please Print Name)

Date: _____

By: _____ Attest: _____
_____, Director, _____
Office of Program Development (Please Print Name)

Date: _____

By: _____ Attest: _____
_____, Chief Counsel _____
(Please Print Name)

Date: _____

Exhibit “B”

CNT Intermodal Center

(Areas Depicted in Green)

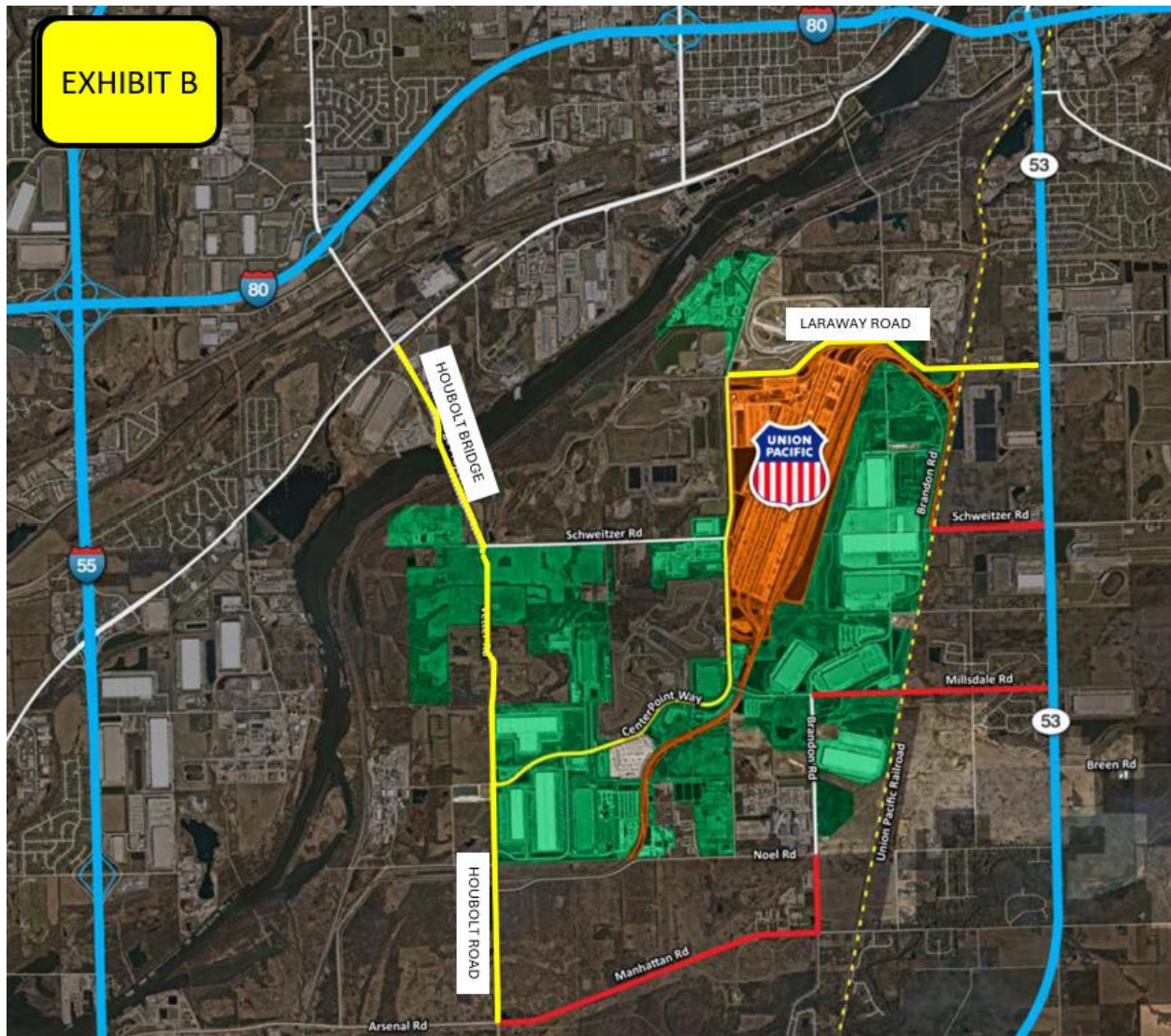
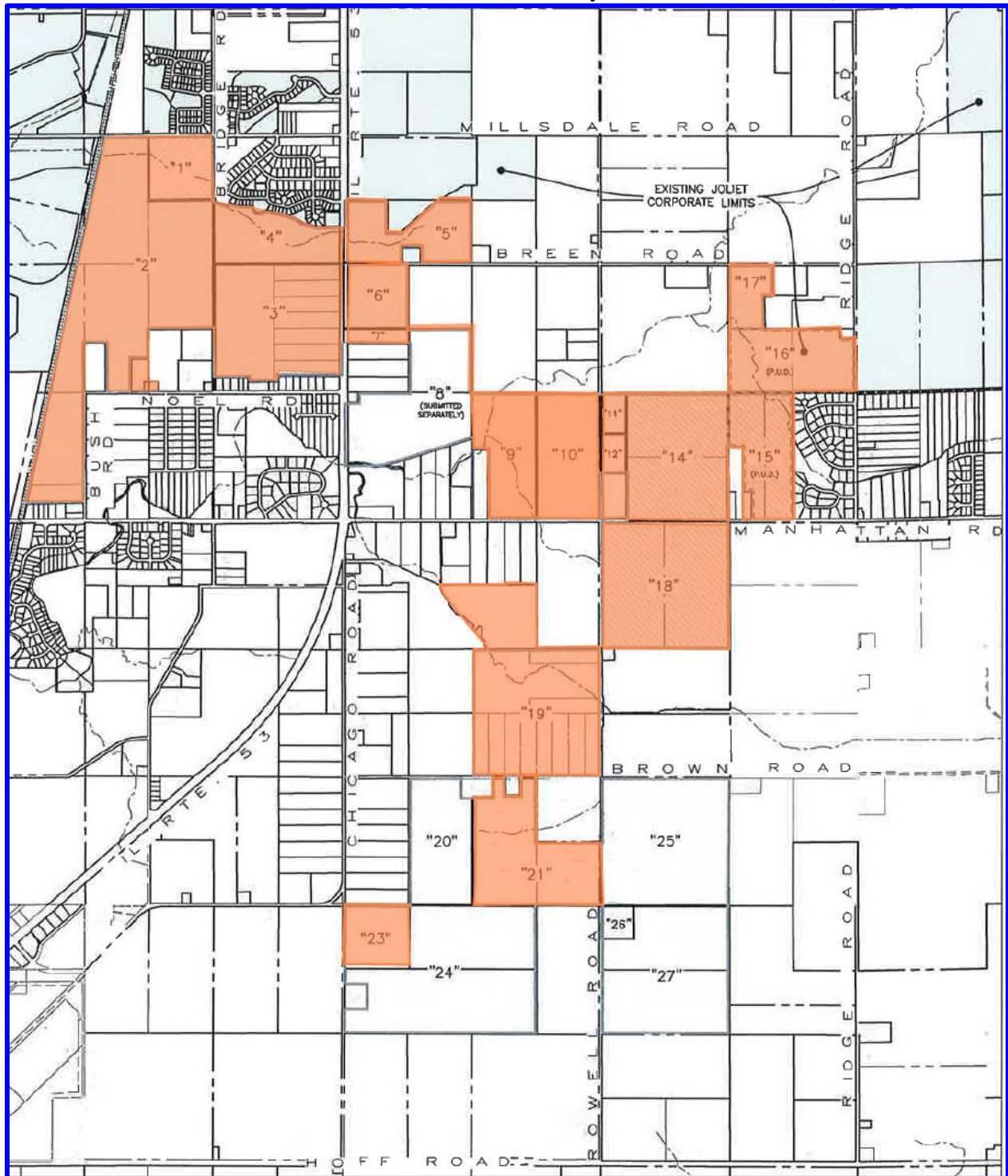


Exhibit "C"

Additional Property

(Areas depicted in Orange, and Future Property, when included in the Additional Property in accordance with this MOU, as amended by this First Amendment)



Depiction of the Temporary Connection

