City of Joliet

Plan Commission

Meeting Agenda

Commission Members
Jason Cox
Jeff Crompton
Mike Eulitz
Scott R. Hammac
John Kella
Wendell Martin
Debbie Radakovich
Michael F. Turk

Thursday, April 16, 2026 **4:00 PM** **City Hall, Council Chambers**

Citizens who are unable to attend the meeting can email comments in advance of the meeting to publiccomment@joliet.gov.

CALL TO ORDER

ROLL CALL

APPROVAL OF MINUTES

Plan Commission Meeting Minutes 4-8-26

Attachments: Plan Commission Meeting Minutes 04-08-26

OLD BUSINESS: PUBLIC HEARING

During the Public Hearing, staff will read each staff report and then applicant will make additional comments on the request. Following the staff report and applicant remarks, a public comment period will be held on each agenda item. Each speaker will be given four minutes to address the Commission, and remarks should be directed to the Commissioners rather than staff, the applicant, or other members of the audience. Property owners within the zoning notice boundary may request additional time for questions. The Commission may set reasonable limits on the length of comments and may limit repetitive statements. Speakers are encouraged to avoid duplicating comments that have already been made; indicating agreement with a prior comment is sufficient for the record. All participants are expected to maintain decorum by keeping comments respectful, refraining from interruptions, and avoiding applause or other reactions so the hearing may proceed in an orderly manner.

NEW BUSINESS: PUBLIC HEARING

During the Public Hearing, staff will read each staff report and then applicant will make additional comments on the request. Following the staff report and applicant remarks, a public comment period will be held on each agenda item. Each speaker will be given four minutes to address the Commission, and remarks should be directed to the Commissioners rather than staff, the applicant, or other members of the audience. Property owners within the zoning notice boundary may request additional time for questions. The Commission may set reasonable limits on the length of comments and may limit repetitive statements. Speakers are encouraged to avoid duplicating comments that have already been made; indicating agreement with a prior comment is sufficient for the record. All participants are expected to maintain decorum by keeping comments respectful, refraining from interruptions, and avoiding applause or other reactions so the hearing may proceed in an orderly manner.

P-2-26: Preliminary Plat of Rock Run Crossings Drive Phase 2 Subdivision. (South of Olympic Boulevard and West of Gateway Boulevard) (PIN #s Part of 05-06-22-305-001-0000 and Part of 05-06-27-100-011-0000) (COUNCIL DISTRICT #5)

V-1-26: Vacation of Approximately 1.7 Acres of Quartz Drive. (Quartz Drive, West of Gateway Boulevard) (PIN #s Part of 05-06-22-305-001-0000 and Part of 05-06-27-100-011-0000) (COUNCIL DISTRICT #5)

Attachments: P-2-26_V-1-26_Staff Report Packet.pdf

P-3-26: Preliminary Plat of Shale Road Subdivision. (1301 Shale Road) (PIN #s 05-06-22-304-001-0000 and 05-06-22-304-004-0000) (COUNCIL DISTRICT #5)

Attachments: P-3-26_Shale Road Subdivision Staff Report Packet.pdf

P-4-26: Preliminary Plat of Rock Run Crossings Lifestyle Center Subdivision. (East of Rock Run Crossings Drive, West of Gateway Boulevard, and North of Olympic Boulevard) (PIN # Part of 05-06-22-302-002-0000) (COUNCIL DISTRICT #5)

Attachments: P-4-26 Lifestyle Center Subdivision Staff Report Packet.pdf

V-2-26: Vacation of 76,289 Square Feet of Breen Road, East of Route 53 and Plat of Easement for a Future Public Utility Easement. (Breen Road East of Route 53) (PIN #s 10-11-10-300-001-0000 and 10-11-10-100-010-0000) (COUNCIL DISTRICT #5)

Attachments: V-2-26 Staff Report Packet

PUD-4-26: Final Planned Unit Development of 580 Caton Farm. (580 Caton Farm Road) (PIN #s 00-06-36-100-012-0000 and 00-06-36-100-013-0000) (COUNCIL DISTRICT #3)

Attachments: PUD-4-26 (580 Caton Farm final) Staff Report Packet.pdf

CITIZENS TO BE HEARD ON AGENDA ITEMS

This section is for anyone wanting to speak regarding non-public hearing agenda items and are allowed a maximum of 4 minutes. It is not a question-and-answer period and staff, and the Plan Commission members do not generally respond to public comments. The City Clerk has a copy of the public speaking procedures; please note, speakers who engage in conduct injurious to the harmony of the meeting shall be called to order by the Presiding Officer and may forfeit the opportunity to speak.

OLD BUSINESS

NEW BUSINESS

Election of Chair

Election of Vice Chair

NEW OR OLD BUSINESS, NOT FOR FINAL ACTION OR RECOMMENDATION

Joliet Comprehensive Plan – Status Update

Interstate 80 Des Plaines River Bridge Community Plan – Status Update

Downtown Joliet Equitable Transit Oriented Development Plan – Status Update

PUBLIC COMMENT

This section is for anyone wanting to speak regarding non-agenda items and are allowed a maximum of 4 minutes. It is not a question and answer period and staff, and the Plan Commission members do not generally respond to public comments. The City Clerk has a copy of the public speaking procedures; please note, speakers who engage in conduct injurious to the harmony of the meeting shall be called to order by the Presiding Officer and may forfeit the opportunity to speak.

ADJOURNMENT

This meeting will be held in an accessible location. If you need a reasonable accommodation, please contact The City Clerk Office, 150 West Jefferson Street, Joliet, Illinois 60432 at (815) 724-3780.

Memo

File #: TMP-9655 **Agenda Date:**4/16/2026

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City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Meeting Minutes - Pending Approval

Wednesday, April 8, 2026

4:00 PM

***Special Meeting* City Hall, Council Chambers**

Plan Commission

Commission Members
Jason Cox
Jeff Crompton
Mike Eulitz
Scott R. Hammac
John Kella
Wendell Martin
Debbie Radakovich
Michael F. Turk

Citizens who are unable to attend the meeting can email comments in advance of the meeting to publiccomment@joliet.gov.

CALL TO ORDER

ROLL CALL

Present Jason Cox, Jeff Crompton, John Kella, Wendell Martin, Debbie Radakovich, Michael F. Turk and Scott R. Hammac

Absent Mike Eulitz

APPROVAL OF MINUTES

ID-2238-20

Attachments: Plan Commission Meeting Minutes 02-19-26.pdf

A motion was made by Jason Cox, seconded by Debbie Radakovich, to approve Plan Commission Meeting Minutes 2-19-26. The motion carried by the following vote:

Aye: Cox, Crompton, Kella, Martin, Radakovich, Turk and Hammac

Absent: Eulitz

ID-2239-20

Attachments: Plan Commission Special Meeting Minutes 03-05-26.pdf

A motion was made by Jason Cox, seconded by Michael F. Turk, to approve Plan Commission Special Meeting Minutes 3-5-26. The motion carried by the following vote:

Aye: Cox, Crompton, Kella, Martin, Radakovich, Turk and Hammac

Absent: Eulitz

OLD BUSINESS: PUBLIC HEARING

None

NEW BUSINESS: PUBLIC HEARING

ID-2240-20

Attachments: PUD-2-26 (Neustoneshire Phase Two) Staff Report Packet.pdf

Planner Raymond Heitner read the staff report into the record. Steve Bauer with D.R. Horton, Inc. Midwest appeared on behalf of the petition and presented information about the proposed development.

Ms. Radakovich inquired about the price of the homes, the anticipated date for work to begin, and the traffic route that would be used during construction. Mr. Bauer responded.

Mr. Cox inquired if the development project would alleviate flooding on County Line Rd. Deputy Director of Public Works Sean Mikos responded.

No one from the public spoke in favor of or in opposition to the petition.

After the vote, Mr. Heitner explained the PUD-2-26 agenda item would tentatively go to the April 21, 2026 City Council meeting with a recommendation for approval.

A motion was made by Jeff Crompton, seconded by Michael F. Turk, to approve PUD-2-26: Preliminary Planned Unit Development of Neustoneshire Phase Two (North of Van Dyke Road and West of County Line Road) (PIN # 00-09-01-200-014-0000, 00-09-01-200-015-0000, 00-09-01-200-017-0000, 00-09-01-200-016-0000, and 00-09-01-200-019-0000) (COUNCIL DISTRICT #3). The motion carried by the following vote:

Aye: Cox, Crompton, Kella, Martin, Radakovich, Turk and Hammac

Absent: Eulitz

ID-2241-20

Attachments: PUD-3-26 (Amendment to JJC PUD) Staff Report Packet.pdf
Ordinance 13226_Redacted.pdf

Mr. Heitner read the staff report into the record. Mr. Andrew Scott representing Midwest REO V LLC appeared on behalf of the petition and provided a brief summary of their request for an amendment to the ordinance.

Mr. Turk inquired about Exhibit A Letter C, and Planner Helen Miller responded.

Mr. Martin inquired if there were any known issues surrounding the current residents of the subdivision. Director of Planning Jayne Bernhard responded, informing the commission that there are no known issues.

Mr. Cox inquired if there were any plans to add more units to the site. Mr. Scott responded.

Ms. Radakovich inquired about occupancy and the rent price. Mr. Scott responded.

No one from the public spoke in favor of or in opposition to the petition.

After the vote, Mr. Heitner explained PUD-3-26 agenda item would tentatively go to the April 21, 2026 City Council meeting with the recommendation for approval.

A motion was made by Wendell Martin, seconded by Michael F. Turk, to

approve PUD-3-26: Amendment to the Preliminary and Final PUD of Joliet Junior College Student Housing Subdivision (Ord. 13226) (1524 Richard T Rivera Way) (PIN # 05-06-23-304-004-0000) (COUNCIL DISTRICT #5). The motion carried by the following vote:

Aye: Cox, Crompton, Kella, Martin, Radakovich, Turk and Hammac

Absent: Eulitz

CITIZENS TO BE HEARD ON AGENDA ITEMS

None

OLD BUSINESS

None

NEW BUSINESS

None

NEW OR OLD BUSINESS, NOT FOR FINAL ACTION OR RECOMMENDATION

None

PUBLIC COMMENT

None

ADJOURNMENT

A motion was made by Jason Cox, seconded by Debbie Radakovich, to approve adjournment The motion carried by the following vote:

Aye: Cox, Crompton, Kella, Martin, Radakovich, Turk and Hammac

Absent: Eulitz

This meeting will be held in an accessible location. If you need a reasonable accommodation, please contact The City Clerk Office, 150 West Jefferson Street, Joliet, Illinois 60432 at (815) 724-3780.

Memo

File #: TMP-9656 **Agenda Date:**4/16/2026

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DATE: April 16, 2026

TO: Joliet Plan Commission

FROM: Planning Staff

SUBJECT: P-2-26: Preliminary Plat of Rock Run Crossings Drive Phase 2 Subdivision

V-1-26: Vacation of Approximately 1.7 Acres of Quartz Drive

GENERAL INFORMATION:

APPLICANT:	Cullinan Joliet, LLC
STATUS OF APPLICANT:	Developer
REQUESTED ACTION:	Approval of a preliminary plat and plat of vacation
PURPOSE:	To create a three-lot commercial subdivision
EXISTING ZONING:	B-2 (Central Business District)
LOCATION:	South of Olympic Boulevard and west of Gateway Boulevard and Quartz Drive, west of Gateway Boulevard
SIZE:	P-2-26 = approximately 40.4 acres V-1-26 = approximately 1.7 acres
EXISTING LAND USE:	Undeveloped

SURROUNDING LAND USE & ZONING:

NORTH: Undeveloped; B-2 (Central Business District)
SOUTH: Undeveloped; B-2 (Central Business District)
EAST: Warehouse; I-1 (Light Industrial)
WEST: Interstate 55; Shorewood OCI (Office, Commercial, Institutional), Shorewood ORI (Office, Research, Light Industrial)

SITE HISTORY: The subject property lies within the Rock Run Crossings Redevelopment Project Area, which has been designated as a Tax Increment Financing District ("TIF District") since 2021. When it was created, it was the intention of the TIF District to include a future mixed-use development that would contain commercial retail, restaurant,

entertainment attractions, recreational amenities, and a multi-family residential neighborhood over the entire 309-acre District area.

The subject property is approximately 40.4 acres and is made up of Lot 7 from the Rock Run Crossings Lot 3 Resubdivision, which was platted in 2024. The property has remained undeveloped throughout the past several years. Right-of-way for Rock Run Crossings Drive shifted briefly to the west but has since been reestablished along its original alignment.

SPECIAL INFORMATION: The applicant seeks approval of the Preliminary Plat of Rock Run Crossings Drive Phase 2 Subdivision and a Plat of Vacation of approximately 1.7 acres of Quartz Drive to allow development of a three-lot commercial subdivision in the subject portion of the Rock Run Collection development. All three lots would have frontage along Rock Run Crossings Drive. Lot 3 would have frontage on both Rock Run Crossings Drive and Gateway Boulevard. Lots 2 and 3 will likely be further subdivided in the future as additional development in this area materializes. Lot 1 would be occupied by a future commercial tenant. A 10-foot landscaping easement would be provided along the Rock Run Crossings Drive and Gateway Boulevard frontages. The developer would be responsible for extending water and sanitary sewer mains down Rock Run Crossings Drive to service Lot 1 at the subdivision's southern end.

The applicant is also requesting a vacation of Quartz Drive to accommodate shifting development patterns within the southern portion of the subject area. A temporary turnaround is shown at the southern end of Rock Run Crossings Drive. This turnaround will be released when Rock Run Crossings Drive is expanded further south as property to the south develops. ComEd has confirmed that it does not have any utilities within the existing Quartz Drive right-of-way. The applicant is working with NICOR to determine if any of its utilities exist within the subject area. As of the writing of this staff report, staff have not received any notice of existing utilities from other providers.

ANALYSIS: Approval of the preliminary plat and plat of vacation would allow for future development of a three-lot commercial subdivision. All three lots have sufficient access and frontage along either Rock Run Crossings Drive or Gateway Boulevard. The developer has committed to expanding public utilities as necessary to service the development.

RECOMMENDED ACTION: Staff recommend the Plan Commission recommend approval of the Preliminary Plat of Rock Run Crossings Drive Phase 2 Subdivision and a Plat of Vacation of approximately 1.7 acres of Quartz Drive to the City Council.

CASE NO. _____

DATE FILED: _____

CITY PLAN COMMISSION
JOLIET, ILLINOIS

PETITION FOR APPROVAL OF (Check One):

__X__ **Preliminary Plat**
_____ **Final Plat**
__X__ **Recording Plat**

NAME OF SUBDIVISION: Resubdivision of Lot 7 & Part of the NW Quarter of Section 27, Township 35 North, Range 9 East in Rock Run Crossings

NAME OF PETITIONER: Cullinan Joliet, LLC

CELL #: [redacted] **E-MAIL**: [redacted]

HOME ADDRESS: N/A

CITY, STATE, ZIP: N/A

HOME PHONE: N/A

BUSINESS ADDRESS: 760 Village Center Drive, Suite 200B

CITY, STATE, ZIP: Burr Ridge, IL 60527

BUSINESS PHONE: [redacted]

INTEREST OF PETITIONER: Preliminary and Recording Plat for Resubdivision of Lot 7

NAME OF LOCAL AGENT: Jim Testin, Cullinan Properties Development Manager

ADDRESS: 760 Village Center Drive, Suite 200B PHONE: [redacted]

OWNER: Cullinan Joliet LLC; Contact: Jim Testin - Development Manager

HOME ADDRESS: N/A PHONE: N/A

CITY, STATE, ZIP: N/A

BUSINESS ADDRESS: 760 Village Center Drive, Ste. 200B PHONE: [redacted]

CITY, STATE, ZIP: Burr Ridge, IL 60527

CELL #: N/A **E-MAIL**: [redacted]

ENGINEER: Cemcon, Ltd.

ADDRESS: 2280 White Oak Circle, Suite 100 PHONE: [redacted]

LAND SURVEYOR: Cemcon, Ltd.

ADDRESS: 2280 White Oak Circle, Suite 100 PHONE: [redacted]

ATTORNEY: Rick Joseph

ADDRESS: 416 Main Street, Peoria, IL 61602 PHONE: [redacted]

LEGAL DESCRIPTION OF PROPERTY:

Attached

COMMON ADDRESS: N/A, No Address Assigned

PERMANENT INDEX NUMBER (Tax No.): Part of 05-06-22-305-001-0000 and 05-06-27-100-011-0000

SIZE: Approximately 40.4 acres

NO. OF LOTS: 3 plus RRC Blvd Dedication

PRESENT USE: Vacant EXISTING ZONING: B-2

USES OF SURROUNDING PROPERTIES: North: B-2, Vacant

South: B-2 Vacant

East: I-1, Industrial

West: I55, Shorewood Industrial

Name of Park District: Joliet Park District

Date Contacted Park District: N/A

Is any open space/park site being offered as part of a preliminary plat? No, commercial lots

If yes, what amount?

(Acknowledgment by Park District Official) N/A

Has the Zoning Board of Appeals granted any variance, exception, or special permit concerning this property?

Yes ✓ No ____ If yes, list the Case number and name: PUD-7-23, PUD-8-23

Is any variance from the Subdivision Regulations being requested? Yes ____ No ✓

If yes, describe:

Attach ten (10) copies of the plat to this petition.

List all contiguous holdings in the same ownership (as defined in the Subdivision Regulations) by permanent index numbers: N/A

Attached hereto is an affidavit of ownership indicating the dates the respective holdings of land were acquired, together with the book and page of each conveyance to the present owner as recorded in the Will County Recorder of Deeds office. This affidavit shall indicate the legal owner of the property, the contract owner of the property, and the date the contract of sale was executed.

In the event the property is held in trust: A list of all individual beneficial owners of the trust must be attached.

In the event of corporate ownership: A list of all directors, officers, and stockholders of each corporation owning more than five percent (5%) of any shares of stock must be attached.

STATE OF ILLINOIS) ss
COUNTY OF WILL)

I, [redacted], hereby depose and say that all of the above statements and the statements contained in the papers submitted herewith are true. I agree to be present in person or by representation when this is heard by the Plan Commission.

Date: 11-20-25 [redacted]
Petitioner's Name

Subscribed and sworn to before me this 20 day of November, 20 25

[redacted]
Notary Public

My Commission Expires: February 7, 2028

[redacted]

Legal Description

LOT 7 IN ROCK RUN CROSSINGS LOT 3 RESUBDIVISION, BEING A PART OF THE WEST HALF OF SECTION 22 AND THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 21, 2024 AS DOCUMENT R 2024013413, IN WILL COUNTY, ILLINOIS.

ALSO INCLUDING THAT PART OF THE VACATED PORTION OF ROCK RUN CROSSING DRIVE DEDICATED PER DOCUMENT R2024013413 LYING SOUTH OF OLYMPIC BOULEVARD AND VACATED PER DOCUMENT R 2025058040.

ALSO INCLUDING THAT PART OF THE VACATED PORTION OF QUARTZ DRIVE DEDICATED PER DOCUMENT R2020066296 AND VACATED PER DOCUMENT #

ALSO INCLUDING THAT PORTION OF THE NORTHWEST QUARTER SECTION 27, TOWNSHIP 35 NORTH, RANGE 9 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF QUARTZ DRIVE DEDICATED PER DOCUMENT R2020066296, SAID POINT BEING 39.65 FEET WEST OF THE WEST LINE OF GATEWAY BOULEVARD DEDICATED PER DOCUMENT R 2020066296; THENCE NORTH 89 DEGREES 02 MINUTES 58 SECONDS EAST, 39.65 FEET TO THE WEST LINE OF GATEWAY BOULEVARD; THENCE SOUTH 01 DEGREES 37 MINUTES 28 SECONDS EAST, 89.94 FEET ALONG THE WEST LINE OF GATEWAY BOULEVARD; THENCE SOUTH 89 DEGREES 18 MINUTES 18 SECONDS WEST, 1203.82 FEET; THENCE NORTH 04 DEGREES 38 MINUTES 02 SECONDS WEST, 84.73 FEET TO THE SOUTH LINE OF THE AFOREMENTIONED QUARTZ DRIVE; THENCE NORTH 89 DEGREES 02 MINUTES 58 SECONDS EAST, 1168.54 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING, IN WILL COUNTY, IL.

CITY OF JOLIET OWNERSHIP DISCLOSURE FORM

The City of Joliet requires that applicants for zoning relief, subdivision approval, building permits and business licenses disclose the identity of all persons having an ownership interest in the business and the real property associated with the application. A copy of this form must be completed and submitted with other application materials. Failure to properly complete and submit this form may result in the denial of the application.

I. *INFORMATION ABOUT THE APPLICATION*

This form is submitted as part of an application for the following (check all that apply):

- ☐ Rezoning, Special Use Permit, Variation, or Other Zoning Relief (Complete Sections II and III)
- ☒ Preliminary Plat, Final Plat, or Record Plat of Subdivision (Complete Sections II and III)
- ☐ Building Permit (Complete Sections II and III)
- ☐ Business License (Complete All Sections)

II. *INFORMATION ABOUT THE PROPERTY*

The address and PIN(s) of the real property associated with this application are:

Rock Run Crossings Blvd/Gateway Blvd/Olympic Rd; No address assigned

PIN(s): Lot 7 of the Rock Run Crossings Lot 3 Resubdivision (R2024013413), Part of 05-06-22-305-001-0000 and Part of 0506271000110000

III. *PROPERTY OWNERSHIP*

Select the type of owner of the real property associated with this application and fill in the appropriate contact information below:

☐	**Individual:**	State the names, addresses, and phone #'s of the individual owner(s)
☐	**Corporation:**	State the names, addresses, and phone #'s of all persons holding 3% or more of the stock of the corporation and the percentage of shares held by such stockholders
☒	**Limited Liability Company:**	State the names, addresses, and phone #'s of all members of the company along with the percentage of ownership held by each member
☐	**Land Trust:**	State the names, addresses, and phone #'s of the trustee(s) and all beneficiaries
☐	**Partnership:**	State the names, addresses, and phone #'s of all partners
☐	**Other type of organization:**	State the names, addresses, and phone #'s of all persons having a legal or equitable ownership interest in the organization or the right to direct the affairs of the organization

E-MAIL [redacted] **FAX:**

DocuSign Envelope ID: 1C16D045-D9BF-49AC-8707-703D0235C970

IV. BUSINESS OWNERSHIP

If the owner of the business is different than the owner of the real property associated with the application, then the following information must be provided:

Select the type of business owner associated with this application and fill in the contact information below:

☐ **Individual:**	State the names, addresses, and phone #'s of the individual owner(s)
☐ **Corporation:**	State the names, addresses, and phone #'s of all persons holding 3% or more of the stock of the corporation and the percentage of shares held by such stockholders
☐ **Limited Liability Company:**	State the names, addresses, and phone #'s of all members of the company along with the percentage of ownership held by each member
☐ **Partnership:**	State the names, addresses, and phone #'s of all partners
☐ **Other type of organization:**	State the names, addresses, and phone #'s of all persons having a legal or equitable ownership interest in the organization

_____

_____

_____

_____

E-MAIL:_____ **FAX:**_____

NOTE:
If a stockholder, member, beneficiary or partner disclosed in Section III or Section IV is not an individual, then the individuals holding the legal or equitable title to the real property or business associated with the application must also be disclosed. For example, if the real property associated with an application is owned by a land trust, and the beneficiary of the land trust is a limited liability company, then the members of the limited liability company must be disclosed. If one of the members of the limited liability company is a partnership, then the identity of the partners must be disclosed. If one of the partners is a corporation, then all persons owning 3% or more of the issued stock must be disclosed.

SIGNED: [redacted]

DATE: 1/9/26

Name, Title, and Telephone Numbers of Person Completing and Submitting This Form:

_____

[redacted]

PRINT

SHEET INDEX:

SHEET 1: OVERALL SUBDIVSION, LEGAL DESCRIPTION; LOT AREAS; OWNER INFORMATION; APPROVAL CERTIFICATION; NOTES
SHEET 2: DETAIL PAGE

PRELIMINARY PLAT
FOR
ROCK RUN CROSSINGS DRIVE - PHASE 2 SUBDIVISION

LOT 7 IN ROCK RUN CROSSINGS LOT 3 RESUBDIVISION RECORDED AS DOCUMENT R2024013413; THE FORMER RIGHT OF WAY OF ROCK RUN CROSSINGS DRIVE VACATED PER DOCUMENT R2025058040; QUARTZ DRIVE DEDICATED PER DOCUMENT R202066296 LYING SOUTH OF AND ADJACENT TO AFOREMENTIONED LOT 7 AND PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 35 NORTH RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN

PERMANENT INDEX NUMBER:
05-06-22-302-001-0020

ROCK RUN CROSSINGS DRIVE SUBDIVISION (±40.404 ACRES)	
LOT NUMBER	LOT AREA (ACRES)
LOT 1	2.463 ACRES
LOT 2	13.476 ACRES
LOT 3	22.077 ACRES
AVERAGE	12.672 ACRES
R.O.W. DEDICATION	2.387 ACRES

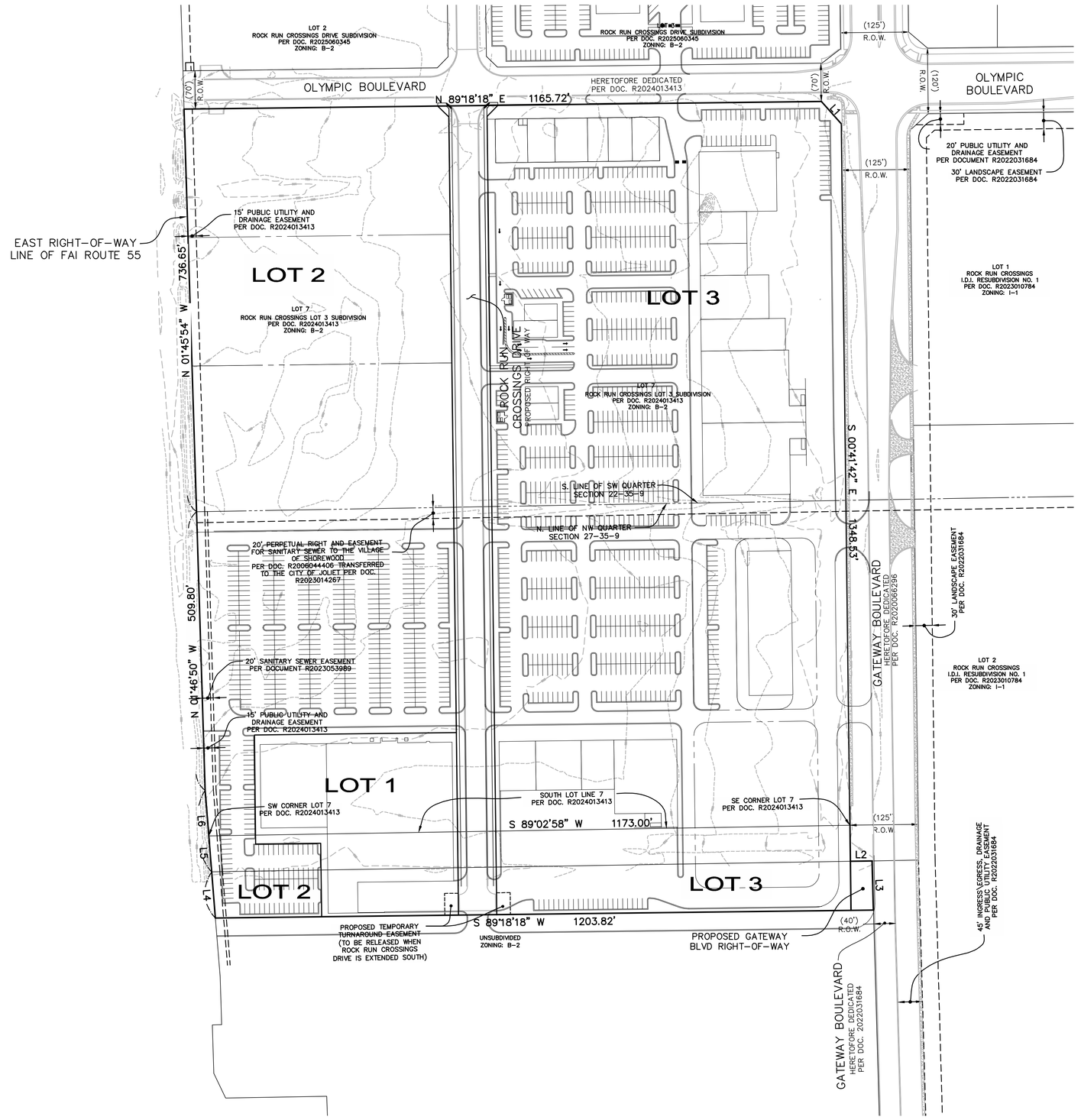
VICINITY MAP

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 41°43'29" E	55.30'
L2	N 89°02'58" E	39.65'
L3	S 01°37'28" E	89.94'
L4	N 04°38'02" W	84.73'
L5	N 04°33'26" W	66.13'
L6	N 04°33'26" W	83.44'

SURROUNDING OWNERSHIP:

CULLINAN JOLIET, LLC EXCEPT:

- LOT 1 & LOT 2 ROCK RUN CROSSINGS IDI RESUBDIVISION OF LOT 1 OWNER: IDI ROCK RUN CROSSINGS, LLC



100 50 0 100
SCALE: 1 INCH = 100 FEET

OWNER/DEVELOPER: CULLINAN JOLIET, LLC
C/O DANE CULLINAN
OBERHELMAN
420 N. MAIN STREET
EAST PEORIA, IL 61611
PH: 309-999-1700

LAND SURVEYOR: CEMCON, LTD.
C/O JEFFREY R. PANKOW
2280 WHITE OAK CIRCLE
SUITE 100
AURORA, IL 60502
PH: 630-862-2100

CIVIL ENGINEER: CEMCON, LTD.
C/O MATTHEW WORLINE
2280 WHITE OAK CIRCLE
SUITE 100
AURORA, IL 60502
PH: 630-862-2100

THIS PLAT IS NOT FOR RECORDING.

LEGAL DESCRIPTION

LOT 7 IN ROCK RUN CROSSINGS LOT 3 RESUBDIVISION RECORDED AS DOCUMENT R2024013413; THE FORMER RIGHT OF WAY OF ROCK RUN CROSSINGS DRIVE VACATED PER DOCUMENT R2025058040; QUARTZ DRIVE DEDICATED PER DOCUMENT R202066296 LYING SOUTH OF AND ADJACENT TO AFOREMENTIONED LOT 7 AND PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 35 NORTH RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN BEING MORE PARTICLULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 7 IN ROCK RUN CROSSINGS LOT 3 RESUBDIVISION RECORDED AS DOCUMENT R2024013413, SAID POINT ALSO BEING ON THE SOUTH LINE OF OLYMPIC BOULEVARD DEDICATED PER SAID DOCUMENT; THE FOLLOWING TWO COURSES ARE ALONG THE SOUTHERLY LINE OF SAID OLYMPIC BOULEVARD); THENCE NORTH 89 DEGREES 18 MINUTES 18 SECONDS EAST, 1165.72 FEET; 2) THENCE SOUTH 41 DEGREES 43 MINUTES 29 SECONDS EAST, 55.30 FEET TO THE WESTERLY LINE OF GATEWAY BOULEVARD AS DEDICATED PER DOCUMENT R2020006296; THENCE SOUTH 00 DEGREES 41 MINUTES 42 SECONDS EAST, 1348.53 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27; THENCE NORTH 89 DEGREES 02 MINUTES 58 SECONDS EAST, 39.65 FEET TO THE WEST LINE OF GATEWAY DRIVE AS DEDICATED PER DOCUMENT R2022031684; THENCE SOUTH 01 DEGREE 37 MINUTES 28 SECONDS EAST, 89.94 FEET ALONG SAID WEST LINE; THENCE SOUTH 89 DEGREES 18 MINUTES 18 SECONDS WEST, 1203.82 FEET TO THE EASTERLY LINE OF FAI ROUTE 55 PER DOCUMENT; THE FOLLOWING FOUR COURSES ARE ALONG SAID EASTERLY LINE; 1) THENCE NORTH 04 DEGREES 38 MINUTES 02 SECONDS WEST, 84.73 FEET; 2) THENCE NORTH 04 DEGREES 33 MINUTES 26 SECONDS WEST, 149.57 FEET; 3) THENCE NORTH 01 DEGREE 46 MINUTES 50 SECONDS WEST, 509.80 FEET; 4) THENCE NORTH 01 DEGREE 45 MINUTES 54 SECONDS WEST, 736.65 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

BENCHMARK

ELEVATION REFERENCE MARK

NGS MONUMENT WRI 023 (PID DP5478); THE STATION IS LOCATED 17 FT. SOUTH OF THE EDGE OF PAVEMENT OF US HIGHWAY 52, 174 FT. WEST OF THE CENTERLINE OF EARL ROAD, 51 FT. EAST OF A LIGHT POLE AND 4 FT. NORTH OF THE NORTH EDGE OF A SIDEWALK. NOTE-ACCESS TO THE DATUM POINT IS THROUGH A 6-INCH LOGO CAP. THE ROD (DATUM POINT) IS SURROUNDED BY A FLOATING BRONZE DISK TO AID IN IDENTIFICATION.
ELEVATION: 614.12 NAVD88

SITE BENCHMARK:

CP #101; SET '+' IN TOP OF CURB IN FRONT OF FIRE HYDRANT LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF GATEWAY BOULEVARD AND ROCK RUN CROSSINGS DRIVE.
NORTHING: 1759974.60
EASTING: 1022595.01
ELEVATION: 583.80 NAVD88

GENERAL NOTES:

1. THE BASIS OF BEARING AND MEASUREMENT FOR THE PLAT, SHOWN HEREON, ARE THE RECORD BEARINGS OF THE RESUBDIVISION OF ROCK RUN CROSSINGS, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 19, 2022 AS DOCUMENT NUMBER R2022031684.

2. THE EXISTING TOPOGRAPHY DEPICTED HEREON IS BASED ON DATA COLLECTED BY CEMCON, LTD. FROM JULY 2019.

3. PU&DE = DENOTES PUBLIC UTILITY & DRAINAGE EASEMENT.

4. PUE = DENOTES PUBLIC UTILITY EASEMENT.

5. THE SUBJECT PROPERTY IS CURRENTLY IN A CITY OF JOLIET B-2 ZONING DISTRICT.

6. THE BUILDING SETBACKS AND LANDSCAPE REQUIREMENTS WILL CONFORM WITH THE CITY OF JOLIET B-2 ZONING DISTRICT UNLESS MODIFIED BY PUD-7-23 REQUIREMENTS.

7. MAINTENANCE OF THE STORM WATER MANAGEMENT FACILITIES AND EASEMENTS SHALL INCLUDE: BANK STABILIZATION, BANK MAINTENANCE, FUTURE SEDIMENT REMOVAL OR DREDGING, STABILIZATION OF WATER LEVELS, OUTFALL STRUCTURES AND STORM SEWER PIPES WITHIN THE DETENTION EASEMENT.

8. STORM WATER DETENTION WILL BE PROVIDED FOR THE DEVELOPED AREAS IN ACCORDANCE WITH THE WILL COUNTY STORM WATER ORDINANCE. IN CERTAIN CASES, REGIONAL DETENTION BASINS WILL BE UTILIZED WHICH WILL EVENTUALLY BE MAINTAINED BY THE ASSOCIATION. SEEDING AND EROSION CONTROL WILL BE PROVIDED IN ACCORDANCE WITH THE CITY OF JOLIET ZONING ORDINANCE.

9. BEST MANAGEMENT PRACTICES SHALL BE PROVIDED IN THE STORM WATER DETENTION SYSTEMS. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, VEGETATED SWALES FOR THE INFLOW AND OUTFLOW STORM SEWERS, NATIVE PLANTINGS/WETLAND PLANTINGS AROUND THE PERIMETER OF THE DETENTION BASINS, ETC.

10. THE STORM WATER DETENTION FACILITIES SHALL BE CONSTRUCTED ACCORDING TO SECTION 605 ILCS5/9-115.1 OF THE ILLINOIS HIGHWAY CODE IN REGARDS TO THE PROXIMITY TO THE RIGHT OF WAY OF THE DETENTION BASIN.

11. ALL PROPOSED DESIGN ELEMENTS SHOWN ON THIS PLAT ARE SUBJECT TO CHANGE BASED ON ANY FINAL ENGINEERING SITE PLANS SUBMITTED TO THE CITY OF JOLIET UNDER SEPARATE COVER.

12. EXISTING ZONING FOR PROPOSED LOTS 1, 2 AND 3 IS B-2 (CENTRAL BUSINESS) WITH A PUD.

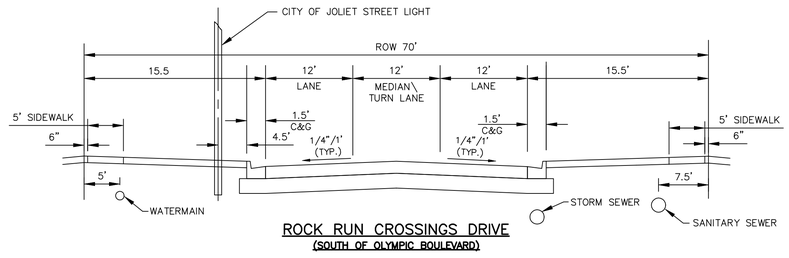
13. STORMWATER DETENTION FOR PROPOSED LOTS 1, 2 AND 3 IS PROVIDED WITHIN THE STORMWATER FACILITIES ALONG THE EAST PROPERTY LINE OF THE ROCK RUN CROSSINGS PROJECT SITE (RESUBDIVISION OF ROCK RUN CROSSINGS PER DOC. R2022031684).

14. THE SUBJECT PROPERTY IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) MAP PANEL 17197C0255G.

15. FULL ACCESS TO PROPOSED LOTS 1, 2 AND 3 SHALL BE AFFORDED VIA CONNECTIONS TO ROCK RUN CROSSINGS DRIVE, GATEWAY BOULEVARD AND OLYMPIC BOULEVARD. THERE SHALL BE NO DIRECT ACCESS TO INTERSTATE ROUTE 55.

SITE DATA TABLE			
LOT #	1	2	3
ZONING	B-2	B-2	B-2
PUD	YES	YES	YES
RIVER BASIN	ROCK RUN CREEK	ROCK RUN CREEK	ROCK RUN CREEK
CURRENT USE	UNDEVELOPED	UNDEVELOPED	UNDEVELOPED
PROPOSED USE*	RETAIL/COMMERCIAL	RETAIL/COMMERCIAL	RETAIL/COMMERCIAL
PARKING	PER P.U.D.	PER P.U.D.	PER P.U.D.
CURRENT IMPERVIOUS	0%	0%	0%
PROPOSED RCN	94	94	94
EXISTNG TREE COVERAGE	0%	0%	0%
BUILDING SQ. FT.	TBD	TBD	TBD

* SUBJECT TO CHANGE



ROCK RUN CROSSINGS DRIVE
(SOUTH OF OLYMPIC BOULEVARD)

2" HMA SURFACE COURSE MIX "D", IL9.5, N70
6" HMA BINDER COURSE IL-19.0, N70
12" AGGREGATE SUBGRADE IMPROVEMENT

LEGEND

EXISTING	PROPOSED	DESCRIPTION
◎	◉	MANHOLE
○	●	CATCH BASIN
□	□	INLET
	◀	END SECTION
-(C)-	-(C)-	STORM SEWER
-(C)-	-(C)-	SANITARY SEWER
-W-	-W-	WATERMAIN
⊗	⊗	VALVE & BOX
◎	◉	WATER VALVE IN VAULT
♉	♉	FIRE HYDRANT
		CONTOURS
(ELEV)	ELEV	ELEVATIONS

NOTE: ALL UTILITIES SHOWN ARE PUBLIC
ALL STORM SEWER IS RCP.

STATE OF ILLINOIS)
SS
COUNTY OF WILL)

APPROVED BY RESOLUTION OF THE CITY OF JOLIET PLAN COMMISSION ON_____, 20___.

_____ _____
CHAIRPERSON SECRETARY

STATE OF ILLINOIS)
SS
COUNTY OF WILL)

APPROVED BY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JOLIET ON_____, 20___.

_____ _____
MAYOR CITY CLERK

STATE OF ILLINOIS)
SS
COUNTY OF DUPAGE)

_____
MATTHEW M. WORLINE
LICENSED PROFESSIONAL ENGINEER NO. 062-048134

STATE OF ILLINOIS)
SS
COUNTY OF DUPAGE)

_____
JEFFREY R. PANKOW
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3483

PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100
Aurora, Illinois 60502-9675
PH: 630.862.2100 FAX: 630.862.2199
E-Mail: cadd@cemcon.com Website: www.cemcon.com

DISC NO.: 849013 FILE NAME: LOT 7 RESUB PREPLAT
DRAWN BY: AJB FLD. BK. / PG. NO.: D99\2-12
COMPLETION DATE: 11-10-25 JOB NO.: 849.013
XREF : 849.001 & 849.004 PROJECT MANAGER : MMW
CHECKED BY:
REV.: 12-12-25/KMS, 01-12-26/KMS, 03-02-26/DFM

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PLOT FILE CREATED: 4/6/2026 BY: KRISTIN STARKEL DRAWING PATH: P:\849013\DWG\SURVEY\DRAWINGS\PLATS\LOT 7 RESUB PREPLAT.DWG

SHEET INDEX:

SHEET 1: OVERALL SUBDIVSION, LEGAL DESCRIPTION; LOT AREAS; OWNER INFORMATION; APPROVAL CERTIFICATION; NOTES
SHEET 2: DETAIL PAGE

PRELIMINARY PLAT
FOR
ROCK RUN CROSSINGS DRIVE - PHASE 2 SUBDIVISION

N

50 25 0 50
SCALE: 1 INCH = 50 FEET

THIS PLAT IS NOT FOR RECORDING.

LEGEND

EXISTING	PROPOSED	DESCRIPTION
		MANHOLE
		CATCH BASIN
		INLET
		END SECTION
		STORM SEWER
		SANITARY SEWER
		WATERMAIN
		VALVE & BOX
		WATER VALVE IN VAULT
		FIRE HYDRANT
		CONTOURS
(ELEV)	ELEV	ELEVATIONS
		DRAINAGE DIRECTION
		OVERLAND FLOOD ROUTE

NOTE: ALL UTILITIES SHOWN ARE PUBLIC
ALL STORM SEWER IS RCP.

LOT 2
ROCK RUN CROSSINGS DRIVE SUBDIVISION PER DOC. R2025060345 ZONING: B-2

LOT 3
ROCK RUN CROSSINGS DRIVE SUBDIVISION PER DOC. R2025060345 ZONING: B-2

OLYMPIC BOULEVARD HERETOFORE DEDICATED PER DOC. R2024013413

15'x15' PUBLIC UTILITY EASEMENT PER DOC. 2022031684

PROPOSED ADA CURB RAMP

EXISTING HMA PAVEMENT WITH B6-12 CURB & GUTTER

PROPOSED DRAINAGE DIRECTION (typ.)

15' PUBLIC UTILITY AND DRAINAGE EASEMENT PER DOC. R2024013413

20' PUBLIC UTILITY & DRAINAGE EASEMENT PER DOC 2022031684

E. FRONTAGE ROAD

LOT 1
ROCK RUN CROSSINGS I.D.I. RESUBDIVISION NO. 1 PER DOC. R2023010784 ZONING: I-1

30' LANDSCAPE EASEMENT PER DOC. R2022031684

LOT 2
LOT 7
ROCK RUN CROSSINGS LOT 3 SUBDIVISION PER DOC. R2024013413 ZONING: B-2

LOT 3
LOT 7
ROCK RUN CROSSINGS LOT 3 SUBDIVISION PER DOC: R2024013413 ZONING: B-2

20' PERPETUAL RIGHT AND EASEMENT FOR SANITARY SEWER TO THE VILLAGE OF SHOREWOOD PER DOC: R2006044406 TRANSFERRED TO THE CITY OF JOLIET PER DOC. R2023014267

ROCK RUN CROSSINGS DRIVE PROPOSED RIGHT OF WAY

S. LINE OF SW QUARTER SECTION 22-35-9

N. LINE OF NW QUARTER SECTION 27-35-9

GATEWAY BOULEVARD HERETOFORE DEDICATED PER DOC. R2020066296

20' SANITARY SEWER EASEMENT PER DOCUMENT R2023053989

EAST RIGHT-OF-WAY LINE OF FAI ROUTE 55

15' PUBLIC UTILITY AND DRAINAGE EASEMENT PER DOC. R2024013413

LOT 1

LOT 7
ROCK RUN CROSSINGS LOT 3 SUBDIVISION PER DOC. R2024013413 ZONING: B-2

SW CORNER LOT 7 PER DOC. R2024013413

SOUTH LOT LINE 7 PER DOC. R2024013413

SE CORNER LOT 7 PER DOC. R2024013413

LOT 2

TEMPORARY TURNAROUND

PROPOSED GATEWAY BLVD RIGHT-OF-WAY

PROPOSED TEMPORARY TURNAROUND EASEMENT (TO BE RELEASED WHEN ROCK RUN CROSSINGS DRIVE IS EXTENDED SOUTH)

UNSUBDIVIDED
ZONING: B-2

45' INGRESS/EGRESS, DRAINAGE AND PUBLIC UTILITY EASEMENT PER DOC. R2022031684

PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100
Aurora, Illinois 60502-9675
PH: 630.862.2100 FAX: 630.862.2199
E-Mail: cadd@cemcon.com Website: www.cemcon.com

DISC NO.: 849013 FILE NAME: LOT 7 RESUB PREPLAT
DRAWN BY: AJB FLD. BK. / PG. NO.: D99\2-12
COMPLETION DATE: 11-10-25 JOB NO.: 849.013
XREF : 849.001 & 849.004 PROJECT MANAGER : MMW
CHECKED BY:
REV.: 12-12-25/KMS, 01-12-26/KMS, 03-02-26/DFM

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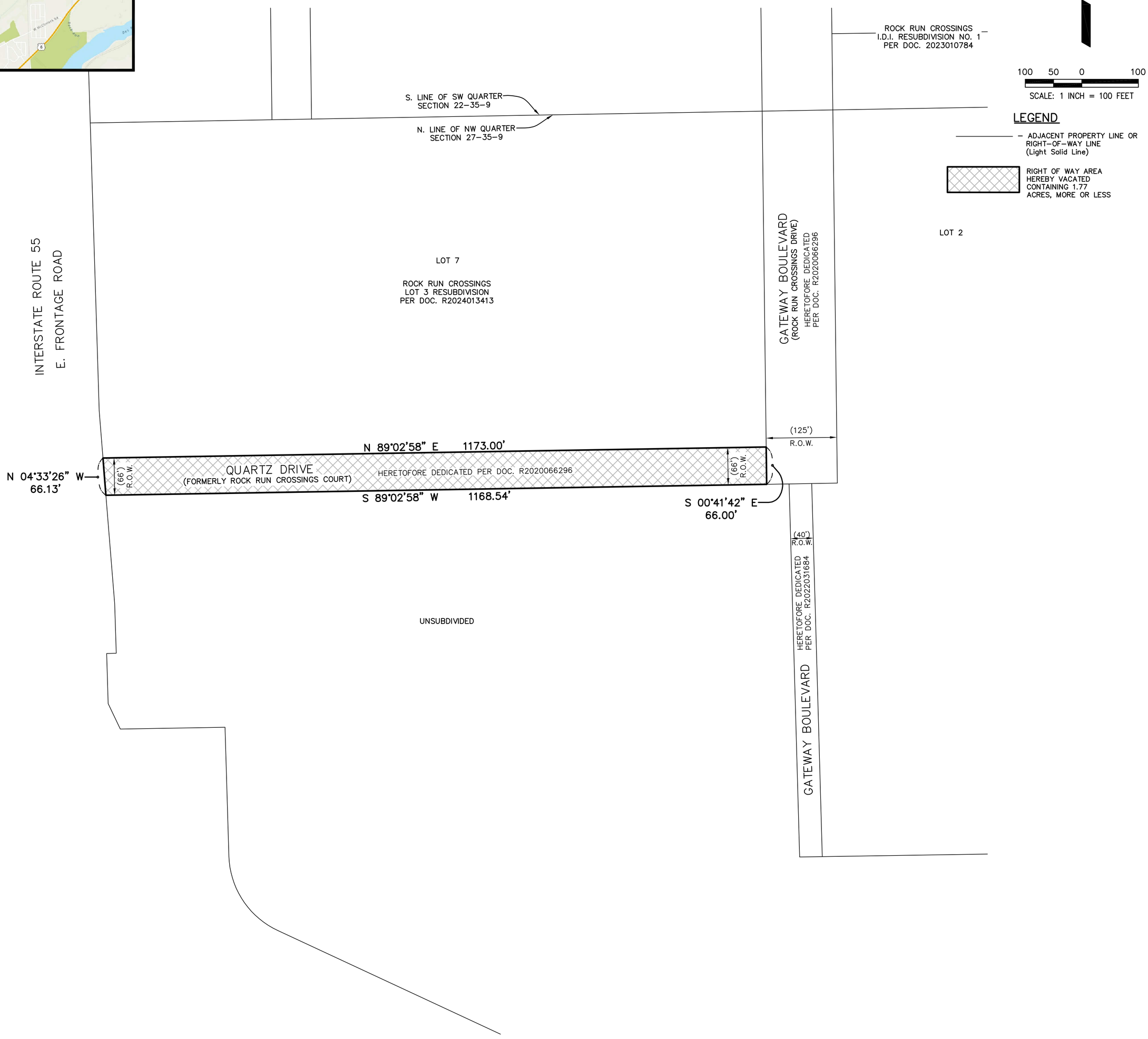
PLOT FILE CREATED: 4/9/2026 BY: KRISTIN STAEKEL DRAWING PATH: P:\849013\DWG\SURVEY\DRAWINGS\PLATS\LOT 7 RESUB PREPLAT.DWG

PLAT OF VACATION
OF
PUBLIC RIGHT OF WAY AND EASEMENTS

PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.



CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS)
SS.
COUNTY OF WILL)

APPROVED BY ORDINANCE_____OF THE CITY COUNCIL OF THE CITY OF JOLIET ON

_____A.D.,20___

_____ _____
MAYOR CITY CLERK

WILL COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
SS.
COUNTY OF WILL)

THIS INSTRUMENT _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF WILL COUNTY, ILLINOIS

ON THE _____ DAY OF _____, A.D., 20____

AT _____ O'CLOCK __.M.

_____
RECORDER OF DEEDS

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
SS.
COUNTY OF DUPAGE)

I, JEFFREY R. PANKOW, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT HEREON DRAWN WAS PREPARED AT AND UNDER MY DIRECTION. ALL DIMENSIONS SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF.

GIVEN UNDER MY HAND AND SEAL THIS ___ DAY OF _____, A.D., 20____.

_____
JEFFREY R. PANKOW
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3483
MY REGISTRATION EXPIRES ON NOVEMBER 30, 2026
PROFESSIONAL DESIGN FIRM LICENSE NUMBER 184–002937
EXPIRES APRIL 30, 2027

UTILITY COMPANY RELEASE CERTIFICATE

STATE OF ILLINOIS)
SS
COUNTY OF WILL)

THE UNDERSIGNED HEREBY CERTIFY THAT THERE ARE NO EXISTING FACILITIES WITHIN THE DEPICTED EASEMENT/RIGHT OF WAY AND FURTHER CERTIFY AS AGENT FOR THEIR RESPECTIVE UTILITY, ALL RIGHTS AND EASEMENTS CURRENTLY EXISTING WITHIN SAID EASEMENT/RIGHT OF WAY ARE HEREBY RELINQUISHED AND VACATED.

NORTHERN ILLINOIS GAS COMPANY, AN ILLINOIS. CORPORATION:

THIS _____DAY OF _____A.D. 20_____.

_____ _____
TITLE WITNESS

ILLINOIS BELL TELEPHONE COMPANY DBO AT&T ILLINOIS, AN ILLINOIS CORPORATION:

THIS _____DAY OF _____A.D. 20_____.

_____ _____
TITLE WITNESS

COMMONWEALTH EDISON COMPANY, AN ILLINOIS CORPORATION:

THIS _____DAY OF _____A.D. 20_____.

_____ _____
TITLE WITNESS

COMCAST CABLE COMMUNICATIONS, INC.:

THIS _____DAY OF _____A.D. 20_____.

_____ _____
TITLE WITNESS

CITY OF JOLIET–PUBLIC UTILITIES, ITS SUCCESSORS AND ASSIGNS:

THIS _____DAY OF _____A.D. 20_____.

_____ _____
TITLE WITNESS

CITY OF JOLIET–PUBLIC WORKS, ITS SUCCESSORS AND ASSIGNS:

THIS _____DAY OF _____A.D. 20_____.

_____ _____
TITLE WITNESS

QUARTZ DRIVE VACATION DESCRIPTION

THAT PART OF QUARTZ DRIVE LOCATED IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 7 IN THE RECORDING PLAT OF ROCK RUN CROSSINGS LOT 3 RESUBDIVISION RECORDED MARCH 21, 2024 AS DOCUMENT R2024013413; THENCE NORTH 89 DEGREES 02 MINUTES 58 SECONDS EAST ALONG THE SOUTH LINE OF AFOREMENTIONED LOT 7, 1173.00 FEET TO THE WEST LINE OF GATEWAY BOULEVARD DEDICATED PER DOCUMENT R20220066296; THENCE SOUTH 00 DEGREES 41 MINUTES 42 SECONDS EAST ALONG SAID WEST LINE EXTENDED SOUTH, 66.00 FEET; THENCE SOUTH 89 DEGREES 02 MINUTES 58 SECONDS WEST, 1168.54 FEET TO A POINT ON THE EAST LINE OF THE EAST FRONTAGE ROAD FOR INTERSTATE ROUTE 55; THENCE NORTH 04 DEGREES 33 MINUTES 26 SECONDS WEST, 66.13 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING, ALL IN WILL COUNTY, ILLINOIS.

PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100 Aurora, Illinois
60502–9675 PH: 630.862.2100 FAX: 630.862.2199
E–Mail: cadd@cemcon.com Website: www.cemcon.com

DISC NO.: 849013 FILE NAME: PLAT OF VACATION–QUARTZ
DRAWN BY: AJB FLD. BK. / PG. NO.: BK./PG.
COMPLETION DATE: 01–12–26 JOB NO.: 849.013
PROJECT REFERENCE: 849.001, 849.004 & 849.011
CHECKED BY: JRP 03–24–26
REVISED 03–24–26\AJB ADDED VACATION LEGAL DESCRIPTION

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PLOT FILE CREATED: 3/25/2026 BY: JEFF PANKOW DRAWING PATH: P:\849013\DWG\SURVEY\DRAWINGS\PLATS\PLAT OF VACATION–QUARTZ.DWG

AVISO DE AUDIENCIA PÚBLICA
CIUDAD DE JOLIET, IL
FECHA/HORA: 16 DE ABRIL, 2026 - 4:00 P.M.
UBICACIÓN: CÁMARAS DEL CONSEJO MUNICIPAL
150 W JEFFERSON STREET, JOLIET
DESCRIPCIÓN DE LA SOLICITUD:
P- 2 -26; PLANO PRELIMINAR DE LA SUBDIVISIÓN ROCK RUN CROSSINGS DRIVE – FASE 2 (AL SUR DE OLYMPIC BOULEVARD Y AL OESTE DE GATEWAY BOULEVARD)
(PIN # 05-06-22-302-001-0020)
(DISTRITO DEL CONCEJAL #5)
PARA MÁS INFORMACIÓN, LLAME AL:
815-724-4040 O AL 815-724-4050
DEPARTAMENTO DE DESARROLLO COMUNITARIO
CIUDAD DE JOLIET

NOTICE OF PUBLIC MEETING
CITY OF JOLIET, ILLINOIS
DATE/TIME: APRIL 16, 2026 - 4:00 P.M.
LOCATION: CITY HALL COUNCIL CHAMBERS
150 W. JEFFERSON STREET, JOLIET
DESCRIPTION OF REQUEST:
P- 2 -26: PRELIMINARY PLAT OF THE ROCK RUN CROSSINGS DRIVE – PHASE 2 SUBDIVISION (SOUTH OF OLYMPIC BOULEVARD AND WEST OF GATEWAY BOULEVARD)
(PIN # 05-06-22-302-001-0020)
(COUNCIL DISTRICT #5)
FOR MORE INFORMATION CALL:
815-724-4040 OR 815-724-4050
COMMUNITY DEVELOPMENT DEPARTMENT
CITY OF JOLIET

NOTICE OF PUBLIC MEETING
CITY OF JOLIET, ILLINOIS
DATE TIME: APRIL 16, 2026 - 4:00 P.M.
LOCATION: CITY HALL COUNCIL CHAMBERS
150 W JEFFERSON STREET, JOLIET

DESCRIPTION OF REQUEST:
V-1-26: VACATION OF QUARTZ DRIVE RIGHT-OF-WAY. (WEST OF GATEWAY BOULEVARD) (COUNCIL DISTRICT #5)

FOR MORE INFORMATION CALL:
815-724-4040 OR 815-724-4050

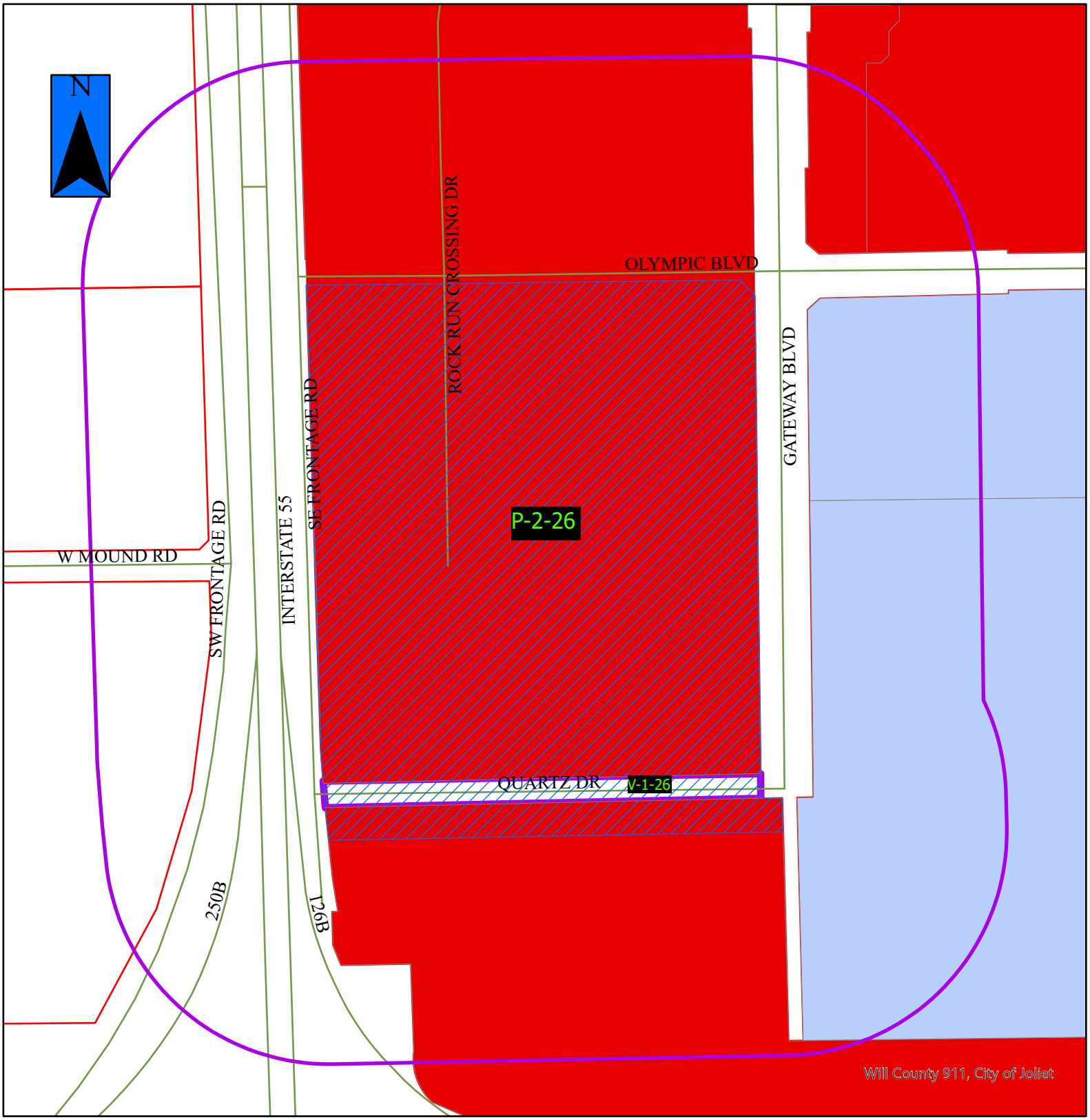
COMMUNITY DEVELOPMENT DEPARTMENT
CITY OF JOLIET

AVISO DE AUDIENCIA PUBLICA
CIUDAD DE JOLIET, IL
FECHA/HORA: 16 DE ABRIL, 2026 - 4:00 P.M.
UBICACIÓN: CÁMARAS DEL CONSEJO MUNICIPAL
150 W JEFFERSON STREET, JOLIET

DESCRIPCION DE LA SOLICITUD:
V-1-26: VACIACIÓN DEL DERECHO DE PASO DE QUARTZ DRIVE
(AL OESTE DE GATEWAY BOULEVARD)
(DISTRITO DEL CONCEJAL #5)

PARA MÁS INFORMACION LLAME AL:
815-724-4040 O AL 815-724-4050

DEPARTAMENTO DE DESARROLLO COMUNITARIO
CIUDAD DE JOLIET



P-2-26 / V-1-26

JOLIET PLANNING DIVISION

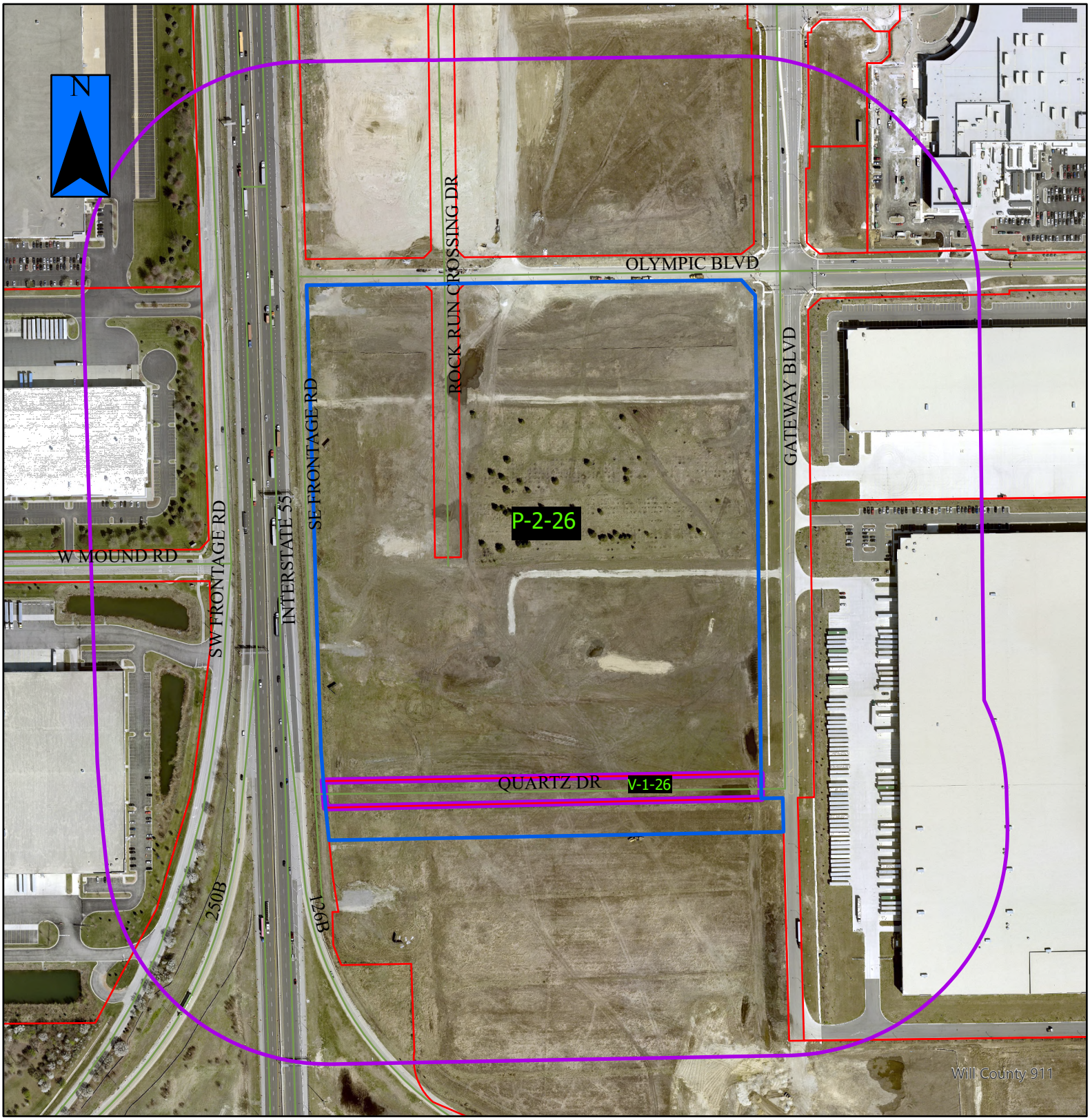
= Property in Question

= 600' Public Notification Boundary

= Vacation in Question

Legend

B-1	I-TA	R-2
B-2	I-TB	R-2A
B-3	I-TC	R-3
I-1	R-1	R-4
I-2	R-1A	R-5
I-T	R-1B	R-B



P-2-26a / V-1-26a

JOLIET PLANNING DIVISION
DIVISIÓN DE PLANIFICACIÓN

= Property in Question / Propiedad en cuestión

= 600' Public Notification Boundary /
Límite de notificación pública de 600 ft (180 m)

= Vacation in Question

Memo

File #: TMP-9657 **Agenda Date:**4/16/2026

powered by Legistar™

DATE: April 16, 2026

TO: Joliet Plan Commission

FROM: Ray Heitner - Planner

SUBJECT: P-3-26: Preliminary Plat of Shale Road Subdivision

GENERAL INFORMATION:

APPLICANT:	Cullinan Joliet, LLC
STATUS OF APPLICANT:	Developer
REQUESTED ACTION:	Approval of a preliminary plat
PURPOSE:	To create a three-lot commercial subdivision
EXISTING ZONING:	B-2 (Central Business District)
LOCATION:	1301 Shale Road
SIZE:	19.825 Acres
EXISTING LAND USE:	Undeveloped

SURROUNDING LAND USE & ZONING:

NORTH: Farmland; County A-1 (Agricultural)
SOUTH: Future Commercial; B-2 (Central Business District)
EAST: Future Multi-Family Residential; B-2 (Central Business District)
WEST: Interstate 55; Shorewood OCI (Office, Commercial, Institutional), Shorewood ORI (Office, Research, Light Industrial)

SITE HISTORY: The subject property lies within the Rock Run Crossings Redevelopment Project Area, which has been designated as a Tax Increment Financing District ("TIF District") since 2021. When it was created, it was the intention of the TIF District to include a future mixed-use development that would contain commercial retail, restaurant, entertainments attractions, recreational amenities, and a multi-family residential neighborhood over the entire 309-acre District area.

SPECIAL INFORMATION: The subject property is a 19.8-acre assemblage of Lots 2 and 4 of the Rock Run Crossings Lot 3 Resubdivision. The applicant wishes to subdivide Lot 4 into two lots to create space for future restaurant uses along the western end of Shale

Road. The remaining portion of the subject subdivision consists of Lot 3 (Lot 4 of the Rock Run Crossings Lot 3 Resubdivision), which consists of the remainder of the Commercial Retail and Service District functional use zone from the master Planned Unit Development (PUD). This area will be developed with a mixture of restaurant and retail uses and will likely be subdivided further as development plans are finalized. All three new lots would have frontage along Shale Road, with access to sanitary sewer and water mains. Each lot would have a 10-foot landscaping easement along the Shale Road frontage.

The division of the existing Lot 4 from the Rock Run Crossings Lot 3 Resubdivision into two new lots for future restaurant uses is a departure in use from the original PUD Site Plan, which showed a hotel use at the western end of Shale Road. However, eating and drinking establishments are a permitted use within the Commercial Retail and Service District functional use zone. Because of this, staff view the proposed modification as a minor change that does not require reapproval of the PUD.

The applicant has also submitted for approval of a recording plat for the Shale Road Subdivision, which will be put before the City Council at a future meeting.

ANALYSIS: Approval of the preliminary plat of Shale Road Subdivision will allow for future development of a three-lot commercial subdivision. While the intention of subdividing the existing Lot 4 into two separate lots for future restaurant use is a departure from the original PUD Site Plan, staff views the modification as a minor change, that is permitted without further formal review of the PUD. The proposed uses are allowed within the applicable functional use zone. Other sites within the greater development can also potentially accommodate an additional future hotel use.

RECOMMENDED ACTION: Staff recommend the Plan Commission recommend approval of the Preliminary Plat of Shale Road Subdivision to the City Council.

CASE NO. _____

DATE FILED: _____

CITY PLAN COMMISSION
JOLIET, ILLINOIS

PETITION FOR APPROVAL OF (Check One):

__X__ **Preliminary Plat**
_____ **Final Plat**
__X__ **Recording Plat**

NAME OF SUBDIVISION: Shale Road Subdivision in Rock Run Crossing

NAME OF PETITIONER: Cullinan Joliet, LLC

CELL #: N/A **E-MAIL**: [redacted]

HOME ADDRESS: N/A

CITY, STATE, ZIP: N/A

HOME PHONE: N/A

BUSINESS ADDRESS: 760 Village Center Drive, Suite 200B

CITY, STATE, ZIP: Burr Ridge, IL 60527

BUSINESS PHONE: [redacted]

INTEREST OF PETITIONER: Preliminary Plat Resubdivision and Recording Plat of Lot 4 and Lot 2

NAME OF LOCAL AGENT: Jim Testin

ADDRESS: 760 Village Center Drive, Suite 200B PHONE: [redacted]

OWNER: Cullinan Joliet LLC; Contact: Jim Testin - Development Manager

HOME ADDRESS: N/A PHONE: N/A

CITY, STATE, ZIP: N/A

BUSINESS ADDRESS: 760 Village Center Drive, Ste. 200B PHONE: [redacted]

CITY, STATE, ZIP: Burr Ridge, IL 60527

CELL #: N/A **E-MAIL**: [redacted]

ENGINEER: Cemcon, Ltd.

ADDRESS: 2280 White Oak Circle, Suite 100 PHONE: [redacted]

LAND SURVEYOR: Cemcon, Ltd.

ADDRESS: 2280 White Oak Circle, Suite 100 PHONE: [redacted]

ATTORNEY: Rick Joseph

ADDRESS: 416 Main Street, Peoria, IL 61602 PHONE: [redacted]

LEGAL DESCRIPTION OF PROPERTY: Attached

COMMON ADDRESS: 1301 Shale Rd, Joliet, IL 60431 and Unaddressed Area

PERMANENT INDEX NUMBER (Tax No.): 0506223040010000 and 0506223040040000

SIZE: 2.8 acres and 17 acres

NO. OF LOTS: 3 and ROW Dedication

PRESENT USE: Vacant EXISTING ZONING: B-2

USES OF SURROUNDING PROPERTIES: North: B-2 Vacant

South: B-2 Vacant

East: B-2 Restaurant and Vacant

West: I55

Name of Park District: Joliet Park District

Date Contacted Park District: N/A

Is any open space/park site being offered as part of a preliminary plat? No, commercial lots

If yes, what amount? _____

(Acknowledgment by Park District Official) N/A

Has the Zoning Board of Appeals granted any variance, exception, or special permit concerning this property?

Yes ✔ No _____ If yes, list the Case number and name: PUD-7-23, PUD-8-23

Is any variance from the Subdivision Regulations being requested? Yes _____ No ✔

If yes, describe: _____

Attach ten (10) copies of the plat to this petition.

List all contiguous holdings in the same ownership (as defined in the Subdivision Regulations) by permanent index numbers: N/A

Attached hereto is an affidavit of ownership indicating the dates the respective holdings of land were acquired, together with the book and page of each conveyance to the present owner as recorded in the Will County Recorder of Deeds office. This affidavit shall indicate the legal owner of the property, the contract owner of the property, and the date the contract of sale was executed.

In the event the property is held in trust: A list of all individual beneficial owners of the trust must be attached.

In the event of corporate ownership: A list of all directors, officers, and stockholders of each corporation owning more than five percent (5%) of any shares of stock must be attached.

STATE OF ILLINOIS) ss
COUNTY OF WILL)

I, [redacted], hereby depose and say that all of the above statements and the statements contained in the papers submitted herewith are true. I agree to be present in person or by representation when this is heard by the Plan Commission.

Date: 11-20-25 [redacted]
Petitioner's Name

Subscribed and sworn to before me this 20 day of November, 20 25

[redacted]

My Commission Expires: February 7, 2028

[redacted]

LEGAL DESCRIPTION

LOT 4 IN THE RECORDING PLAT OF ROCK RUN CROSSINGS LOT 3 RESUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 22 AND THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 21, 2024 AS DOCUMENT R2024013413, IN WILL COUNTY, ILLINOIS.

AND ALSO,

LOT 2 IN THE RECORDING PLAT FOR ROCK RUN CROSSINGS DRIVE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 28, 2025 AS DOCUMENT R 2025060345, IN WILL COUNTY, ILLINOIS.

CITY OF JOLIET OWNERSHIP DISCLOSURE FORM

The City of Joliet requires that applicants for zoning relief, subdivision approval, building permits and business licenses disclose the identity of all persons having an ownership interest in the business and the real property associated with the application. A copy of this form must be completed and submitted with other application materials. Failure to properly complete and submit this form may result in the denial of the application.

I. *INFORMATION ABOUT THE APPLICATION*

This form is submitted as part of an application for the following (check all that apply):

- ☐ Rezoning, Special Use Permit, Variation, or Other Zoning Relief (Complete Sections II and III)
- ☒ Preliminary Plat, Final Plat, or Record Plat of Subdivision (Complete Sections II and III)
- ☐ Building Permit (Complete Sections II and III)
- ☐ Business License (Complete All Sections)

II. *INFORMATION ABOUT THE PROPERTY*

The address and PIN(s) of the real property associated with this application are:

1301 Shale Rd, Joliet, IL 60431 and areas with no address assigned

PIN(s): Lot 4 of the Rock Run Crossings Lot 3 Resubdivision (R2024013413), Part of 0506223040010000 and Lot 2 of the Rock Run Crossings Drive Subdivision (R2025060345), 0506223040040000

III. *PROPERTY OWNERSHIP*

Select the type of owner of the real property associated with this application and fill in the appropriate contact information below:

☐	**Individual:**	State the names, addresses, and phone #'s of the individual owner(s)
☐	**Corporation:**	State the names, addresses, and phone #'s of all persons holding 3% or more of the stock of the corporation and the percentage of shares held by such stockholders
☒	**Limited Liability Company:**	State the names, addresses, and phone #'s of all members of the company along with the percentage of ownership held by each member
☐	**Land Trust:**	State the names, addresses, and phone #'s of the trustee(s) and all beneficiaries
☐	**Partnership:**	State the names, addresses, and phone #'s of all partners
☐	**Other type of organization:**	State the names, addresses, and phone #'s of all persons having a legal or equitable ownership interest in the organization or the right to direct the affairs of the organization

E-MAIL: [redacted] **FAX:**

CITY OF JOLIET OWNERSHIP DISCLOSURE FORM

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☐	**Other type of organization:**	State the names, addresses, and phone #'s of all persons having a legal or equitable ownership interest in the organization or the right to direct the affairs of the organization

E-MAIL [redacted] **FAX:**

DocuSign Envelope ID: 1C16D045-D9BF-49AC-8707-703D0235C970

IV. BUSINESS OWNERSHIP

If the owner of the business is different than the owner of the real property associated with the application, then the following information must be provided:

Select the type of business owner associated with this application and fill in the contact information below:

☐ **Individual:**	State the names, addresses, and phone #'s of the individual owner(s)
☐ **Corporation:**	State the names, addresses, and phone #'s of all persons holding 3% or more of the stock of the corporation and the percentage of shares held by such stockholders
☐ **Limited Liability Company:**	State the names, addresses, and phone #'s of all members of the company along with the percentage of ownership held by each member
☐ **Partnership:**	State the names, addresses, and phone #'s of all partners
☐ **Other type of organization:**	State the names, addresses, and phone #'s of all persons having a legal or equitable ownership interest in the organization

_____

_____

_____

_____

E-MAIL:_____ **FAX:**_____

NOTE:
If a stockholder, member, beneficiary or partner disclosed in Section III or Section IV is not an individual, then the individuals holding the legal or equitable title to the real property or business associated with the application must also be disclosed. For example, if the real property associated with an application is owned by a land trust, and the beneficiary of the land trust is a limited liability company, then the members of the limited liability company must be disclosed. If one of the members of the limited liability company is a partnership, then the identity of the partners must be disclosed. If one of the partners is a corporation, then all persons owning 3% or more of the issued stock must be disclosed.

SIGNED: [redacted]

DATE: 1/20/26

Name, Title, and Telephone Numbers of Person Completing and Submitting This Form:

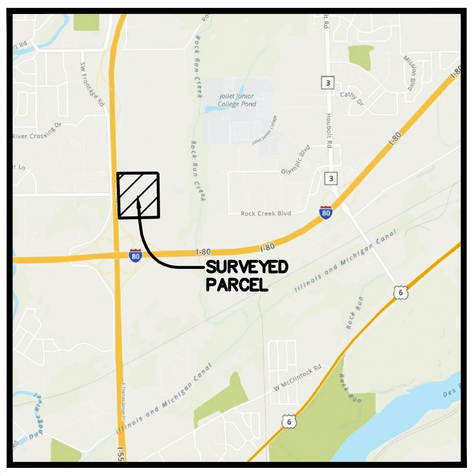
_____

[redacted]

PRINT

SHEET INDEX:

SHEET 1: OVERALL SUBDIVSION, LEGAL DESCRIPTION; LOT AREAS; OWNER INFORMATION; APPROVAL CERTIFICATION; NOTES
SHEET 2: DETAIL PAGE
SHEET 3: DETAIL PAGE



VICINITY MAP

SURROUNDING OWNERSHIP

CULLINAN JOLIET, LLC EXCEPT:

- LOT 2 IN ROCK RUN CROSSINGS LOT 3 RESUBDIVISION OWNER: CHIC-FIL-A
- LOT 1 IN ROCK RUN CROSSINGS LOT 1 RESUBDIVISION OWNER: RR JOLIET, LLC

PRELIMINARY PLAT
FOR
SHALE ROAD SUBDIVISION IN ROCK RUN CROSSINGS

PERMANENT INDEX NUMBER:
05-06-22-304-001-0000
05-06-22-304-004-0000

LOT 4 IN THE RECORDING PLAT OF ROCK RUN CROSSINGS LOT 3 RESUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 22 AND THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 21, 2024 AS DOCUMENT R2024013413, IN WILL COUNTY, ILLINOIS.

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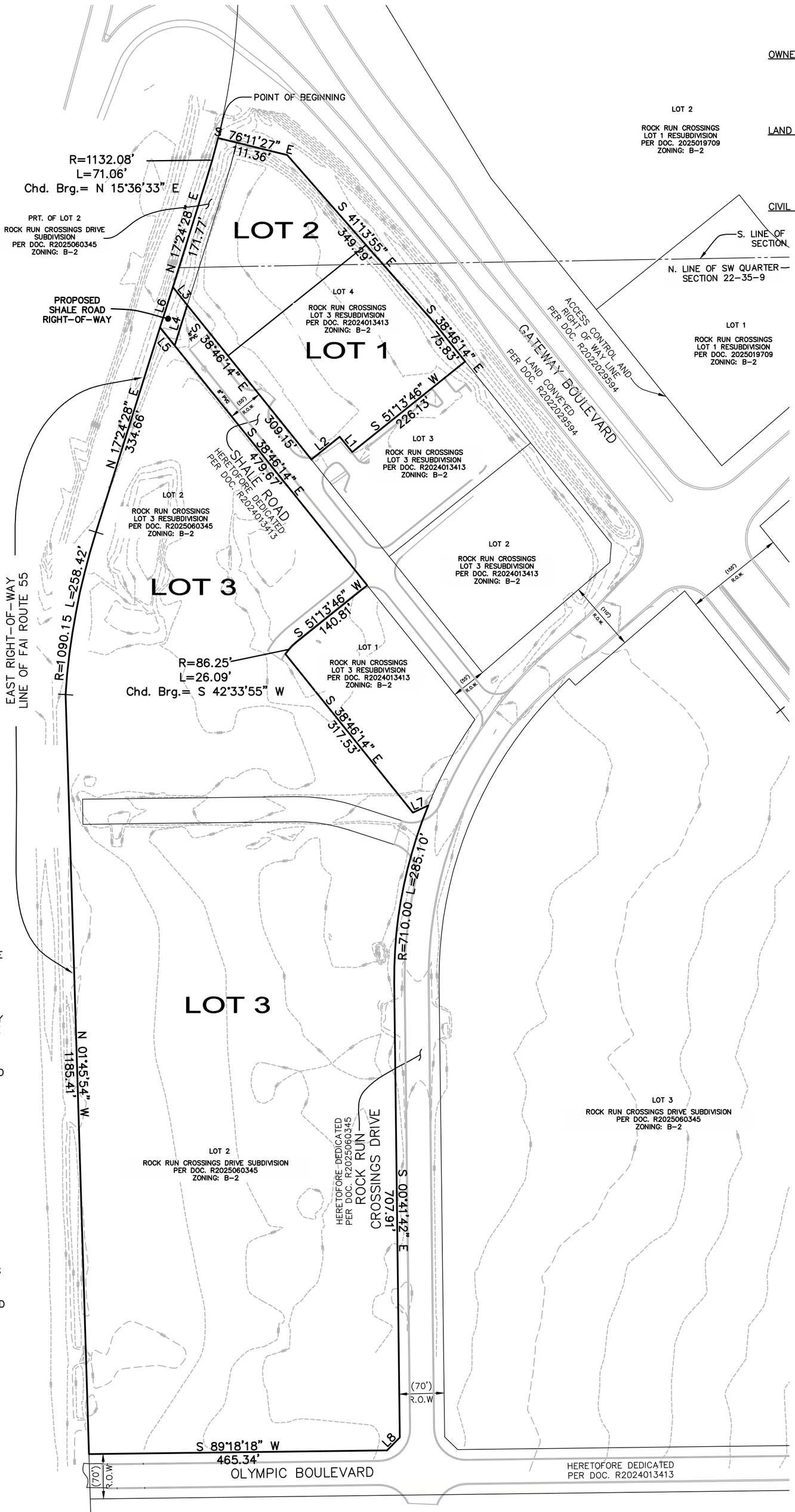
SHALE ROAD SUBDIVISION (±19.825 ACRES)	
LOT NUMBER	LOT AREA (ACRES)
LOT 1	1.498 ACRES
LOT 2	1.318 ACRES
LOT 3	16.963 ACRES
AVERAGE	6.593 ACRES
R.O.W. DEDICATION	0.046 ACRES



100 50 0 100
SCALE: 1 INCH = 100 FEET

OWNER/DEVELOPER: CULLINAN JOLIET, LLC
C/O DIANE CULLINAN OBERHELMAN
420 N. MAIN STREET
EAST PEORIA, IL 61611
PH: 309-999-1700

LAND SURVEYOR: CEMCON, LTD.
C/O JEFFREY R. PANKOW
2280 WHITE OAK CIRCLE
SUITE 100
AURORA, IL 60502
PH: 630-862-2100

CIVIL ENGINEER: CEMCON, LTD.
C/O MATTHEW WORLINE
2280 WHITE OAK CIRCLE
SUITE 100
AURORA, IL 60502
PH: 630-862-2100

THIS PLAT IS NOT FOR RECORDING.

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 38°46'14" E	31.00'
L2	N 51°13'46" E	57.00'
L3	S 38°46'14" E	36.11'
L4	N 17°24'28" E	66.20'
L5	S 38°46'14" E	36.11'
L6	N 17°24'28" E	66.20'
L7	N 64°42'55" E	26.55'
L8	S 44°18'18" W	28.28'

BENCHMARK

ELEVATION REFERENCE MARK

NGS MONUMENT WRI 023 (PID DP5478): THE STATION IS LOCATED 17 FT. SOUTH OF THE EDGE OF PAVEMENT OF US HIGHWAY 52, 174 FT. WEST OF THE CENTERLINE OF EARL ROAD, 51 FT. EAST OF A LIGHT POLE AND 4 FT. NORTH OF THE NORTH EDGE OF A SIDEWALK. NOTE-ACCESS TO THE DATUM POINT IS THROUGH A 6-INCH LOGO CAP. THE ROD (DATUM POINT) IS SURROUNDED BY A FLOATING BRONZE DISK TO AID IN IDENTIFICATION.
ELEVATION: 614.12 NAVD88

SITE BENCHMARK:

CP #101: SET '+' IN TOP OF CURB IN FRONT OF FIRE HYDRANT LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF GATEWAY BOULEVARD AND ROCK RUN CROSSINGS DRIVE.
NORTHING: 1759974.60
EASTING: 1022595.01
ELEVATION: 583.80 NAVD88

GENERAL NOTES:

1. THE BASIS OF BEARING AND MEASUREMENT FOR THE PLAT, SHOWN HEREON, ARE THE RECORD BEARINGS OF THE RESUBDIVISION OF ROCK RUN CROSSINGS, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 19, 2022 AS DOCUMENT NUMBER R2022031684.

2. THE EXISTING TOPOGRAPHY DEPICTED HEREON IS BASED ON DATA COLLECTED BY CEMCON, LTD. FROM JULY 2019 – DECEMBER 2025.

3. PU&DE = DENOTES PUBLIC UTILITY & DRAINAGE EASEMENT.

4. PUE = DENOTES PUBLIC UTILITY EASEMENT.

5. THE SUBJECT PROPERTY IS CURRENTLY IN A CITY OF JOLIET B-2 ZONING DISTRICT.

6. THE BUILDING SETBACKS AND LANDSCAPE REQUIREMENTS WILL CONFORM WITH THE CITY OF JOLIET B-2 ZONING DISTRICT UNLESS MODIFIED BY PUD-7-23 REQUIREMENTS.

7. MAINTENANCE OF THE STORM WATER MANAGEMENT FACILITIES AND EASEMENTS SHALL INCLUDE: BANK STABILIZATION, BANK MAINTENANCE, FUTURE SEDIMENT REMOVAL OR DREDGING, STABILIZATION OF WATER LEVELS, OUTFALL STRUCTURES AND STORM SEWER PIPES WITHIN THE DETENTION EASEMENT.

8. STORM WATER DETENTION WILL BE PROVIDED FOR THE DEVELOPED AREAS IN ACCORDANCE WITH THE WILL COUNTY STORM WATER ORDINANCE. IN CERTAIN CASES, REGIONAL DETENTION BASINS WILL BE UTILIZED WHICH WILL EVENTUALLY BE MAINTAINED BY THE ASSOCIATION. SEEDING AND EROSION CONTROL WILL BE PROVIDED IN ACCORDANCE WITH THE CITY OF JOLIET ZONING ORDINANCE.

9. BEST MANAGEMENT PRACTICES SHALL BE PROVIDED IN THE STORM WATER DETENTION SYSTEMS. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, VEGETATED SWALES FOR THE INFLOW AND OUTFLOW STORM SEWERS, NATIVE PLANTINGS/WETLAND PLANTINGS AROUND THE PERIMETER OF THE DETENTION BASINS, ETC.

10. THE STORM WATER DETENTION FACILITIES SHALL BE CONSTRUCTED ACCORDING TO SECTION 605 ILCS5/9-115.1 OF THE ILLINOIS HIGHWAY CODE IN REGARDS TO THE PROXIMITY TO THE RIGHT OF WAY OF THE DETENTION BASIN.

11. ALL PROPOSED DESIGN ELEMENTS SHOWN ON THIS PLAT ARE SUBJECT TO CHANGE BASED ON ANY FINAL ENGINEERING SITE PLANS SUBMITTED TO THE CITY OF JOLIET UNDER SEPARATE COVER.

12. EXISTING ZONING FOR PROPOSED LOTS 1, 2 AND 3 IS B-2 (CENTRAL BUSINESS).

13. STORMWATER DETENTION FOR PROPOSED LOTS 1, 2 AND 3 IS PROVIDED WITHIN THE STORMWATER FACILITIES ALONG THE EAST PROPERTY LINE OF THE ROCK RUN CROSSINGS PROJECT SITE (RESUBDIVISION OF ROCK RUN CROSSINGS PER DOC. R2022031684).

14. THE SUBJECT PROPERTY IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) MAP PANEL 17197C0255G.

15. FULL ACCESS TO PROPOSED LOTS 1 AND 2 SHALL BE AFFORDED VIA CONNECTION TO SHALE ROAD, AND FULL ACCESS TO PROPOSED LOT 3 SHALL BE AFFORDED VIA CONNECTIONS TO ROCK RUN CROSSINGS DRIVE, SHALE ROAD AND OLYMPIC BOULEVARD. THERE SHALL BE NO DIRECT ACCESS TO INTERSTATE ROUTE 55.

STATE OF ILLINOIS)
SS
COUNTY OF WILL)

APPROVED BY RESOLUTION OF THE CITY OF JOLIET PLAN COMMISSION ON_____, 20___.

_____ CHAIRPERSON

_____ SECRETARY

STATE OF ILLINOIS)
SS
COUNTY OF WILL)

APPROVED BY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JOLIET ON_____, 20___.

_____ MAYOR

_____ CITY CLERK

STATE OF ILLINOIS)
SS
COUNTY OF DUPAGE)

_____
MATTHEW M. WORLINE
LICENSED PROFESSIONAL ENGINEER NO. 062-048134

STATE OF ILLINOIS)
SS
COUNTY OF DUPAGE)

_____
JEFFREY R. PANKOW
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3483

LEGEND

EXISTING	PROPOSED	DESCRIPTION
◎	◉	MANHOLE
○	●	CATCH BASIN
□	□	INLET
	◀	END SECTION
—C—	—C—	STORM SEWER
—C—	—C—	SANITARY SEWER
—W—	—W—	WATERMAIN
⊗	◔	VALVE & BOX
⊗	◉	WATER VALVE IN VAULT
☌	☌	FIRE HYDRANT
-----	———	CONTOURS
(ELEV)	ELEV	ELEVATIONS

NOTE: ALL UTILITIES SHOWN ARE PUBLIC
ALL STORM SEWER IS RCP.

SITE DATA TABLE			
LOT #	1	2	3
ZONING	B-2	B-2	B-2
PUD	YES	YES	YES
RIVER BASIN	ROCK RUN CREEK	ROCK RUN CREEK	ROCK RUN CREEK
CURRENT USE	UNDEVELOPED	UNDEVELOPED	UNDEVELOPED
PROPOSED USE*	RETAIL/COMMERCIAL	RETAIL/COMMERCIAL	RETAIL/COMMERCIAL
PARKING	PER P.U.D.	PER P.U.D.	PER P.U.D.
CURRENT IMPERVIOUS	0%	0%	0%
PROPOSED RCN	94	94	94
EXISTNG TREE COVERAGE	0%	0%	0%
BUILDING SQ. FT.	TBD	TBD	TBD

* SUBJECT TO CHANGE

PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100
Aurora, Illinois 60502-9675
PH: 630.862.2100 FAX: 630.862.2199
E-Mail: cadd@cemcon.com Website: www.cemcon.com

DISC NO.: 849014 FILE NAME: SHALE RD SUB PRELIM PLAT
DRAWN BY: KMS FLD. BK. / PG. NO.: -----
COMPLETION DATE: 01-16-26 JOB NO.: 849.014
XREF : 8ENG TOPO PROJECT MANAGER : MMW
REVISED 02-26-26\DFM PER CITY REVIEW

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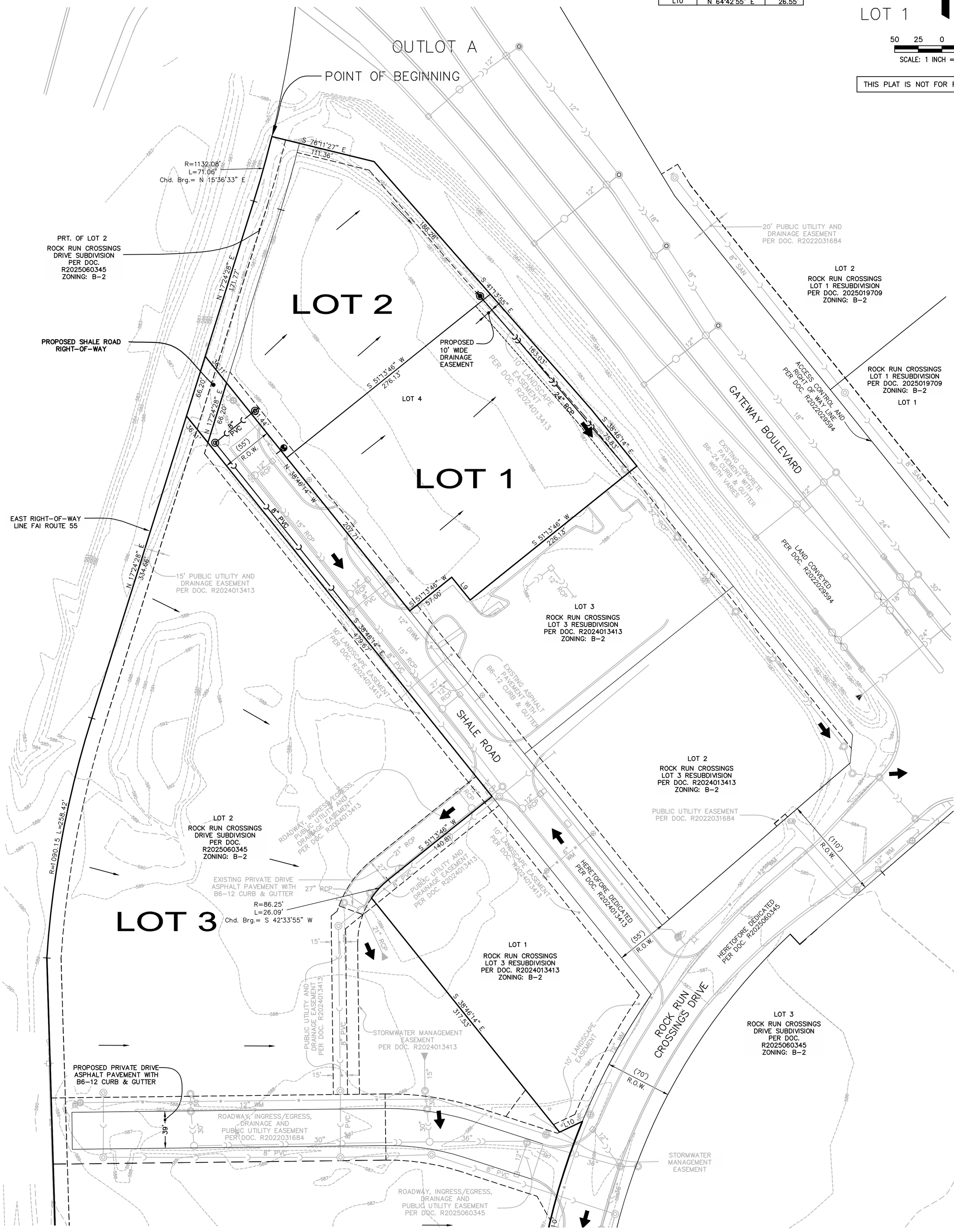
PLOT FILE CREATED: 2/27/2026 BY: DAVE MARRA DRAWING PATH: P:\849014\DWG\ENG\DRAWINGS\PRELIMINARY\SHALE RD SUB PRELIM PLAT.DWG

SHEET INDEX:

SHEET 1: OVERALL SUBDIVSION, LEGAL DESCRIPTION; LOT AREAS; OWNER INFORMATION; APPROVAL CERTIFICATION; NOTES
SHEET 2: DETAIL PAGE
SHEET 3: DETAIL PAGE

PRELIMINARY PLAT
FOR
SHALE ROAD SUBDIVISION IN ROCK RUN CROSSINGS

LINE TABLE		
LINE	BEARING	LENGTH
L9	N 38°46'14" W	31.00'
L10	N 64°42'55" E	26.55'



THIS PLAT IS NOT FOR RECORDING.

LEGEND

EXISTING	PROPOSED	DESCRIPTION
◎	◉	MANHOLE
○	●	CATCH BASIN
□	□	INLET
	◀	END SECTION
—((	—((	STORM SEWER
—(	—(	SANITARY SEWER
W	W	WATERMAIN
⊗	◔	VALVE & BOX
⊗	◉	WATER VALVE IN VAULT
♂	●	FIRE HYDRANT
-----	———	CONTOURS
(ELEV)	ELEV	ELEVATIONS

NOTE: ALL UTILITIES SHOWN ARE PUBLIC
ALL STORM SEWER IS RCP.

PREPARED BY:
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Consulting Engineers, Land Surveyors & Planners
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Aurora, Illinois 60502-9675
PH: 630.862.2100 FAX: 630.862.2199
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PRELIMINARY PLAT
FOR
SHALE ROAD SUBDIVISION
IN ROCK RUN CROSSINGS

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L11	S 44°18'18" W	28.28'

N

50 25 0 50
SCALE: 1 INCH = 50 FEET

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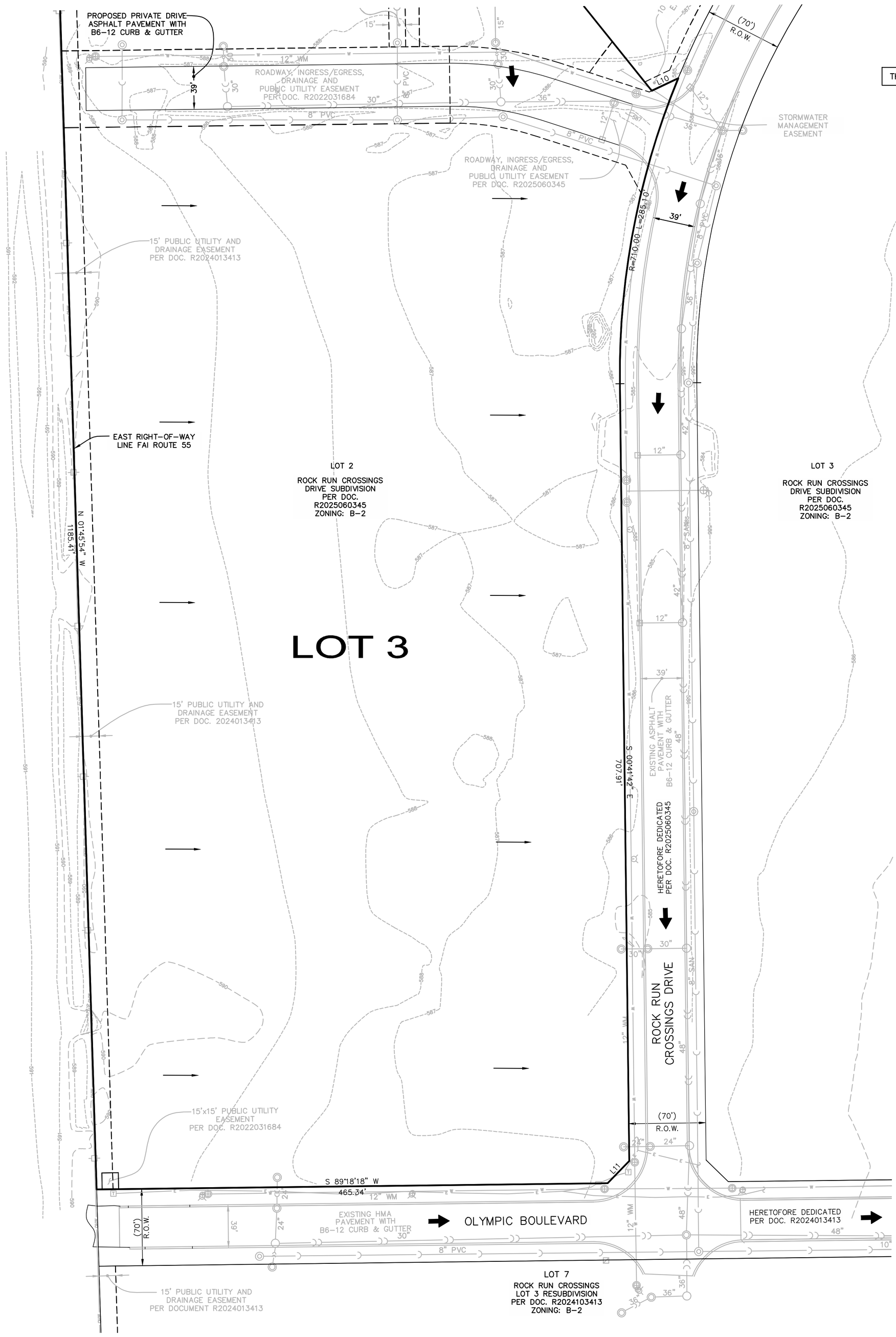

LEGEND

EXISTING	PROPOSED	DESCRIPTION
		MANHOLE
		CATCH BASIN
		INLET
		END SECTION
		STORM SEWER
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		CONTOURS
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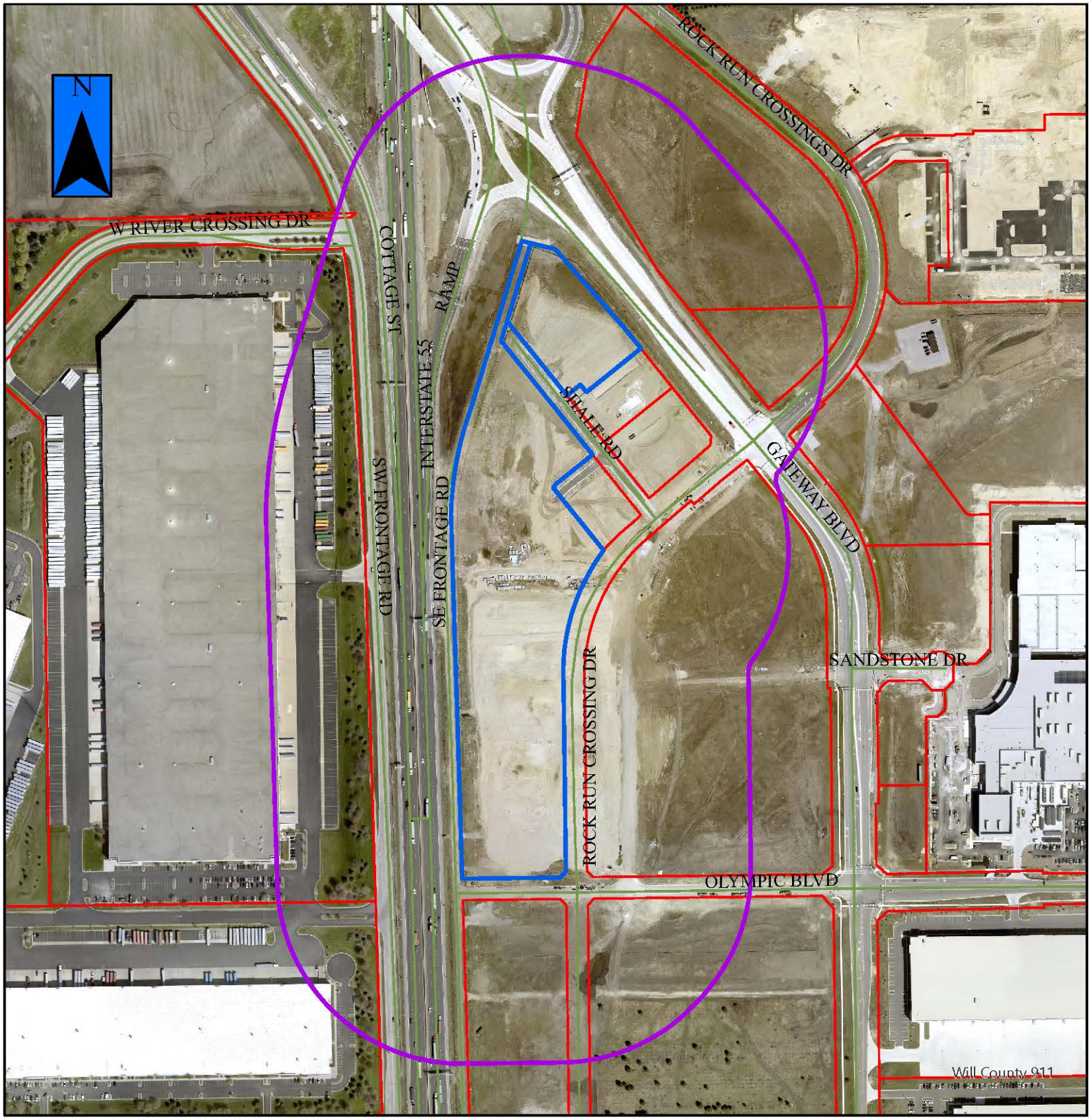
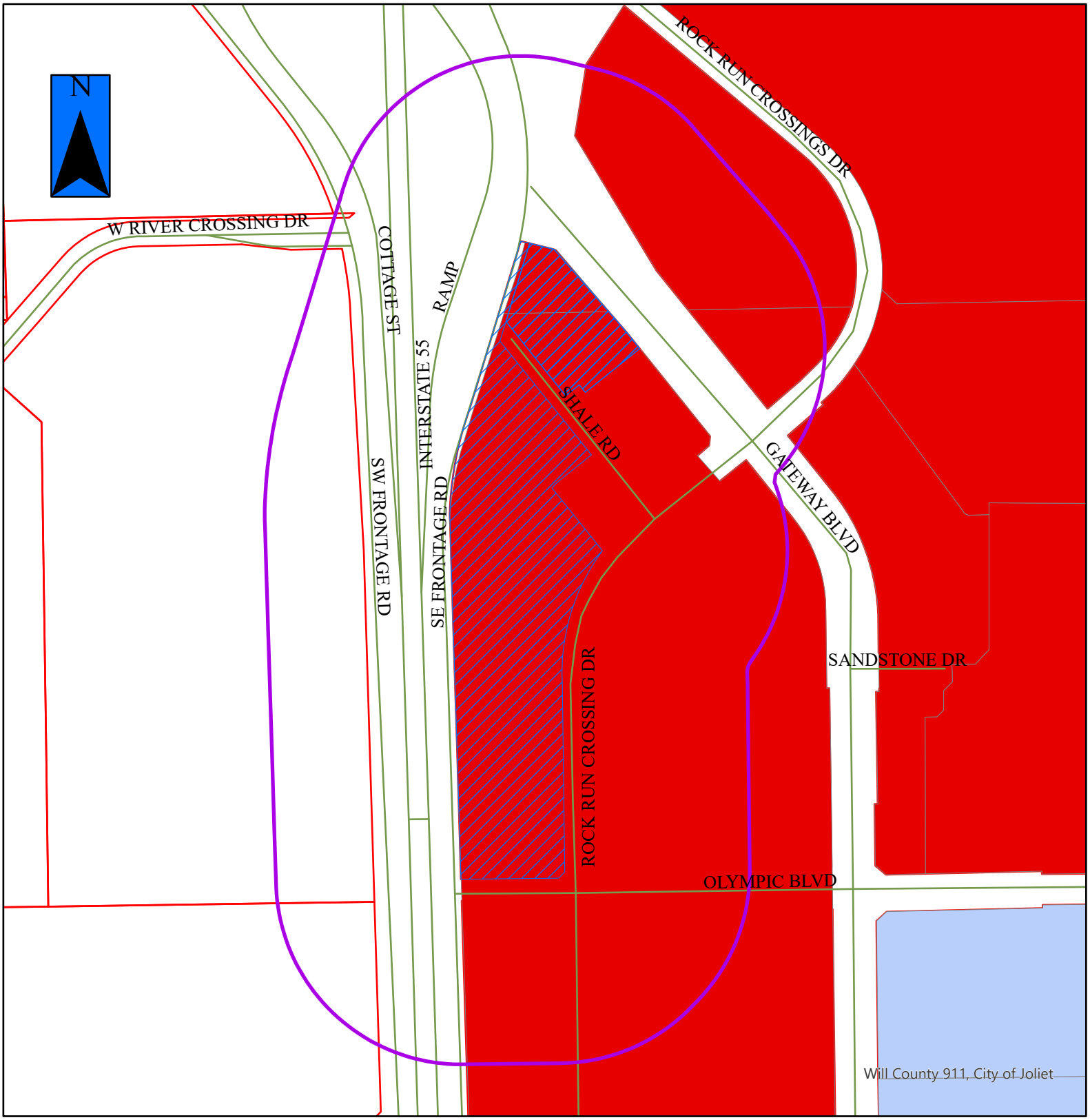


P-3-26a

JOLIET PLANNING DIVISION
DIVISIÓN DE PLANIFICACIÓN

= Property in Question / Propiedad en cuestión

= 600' Public Notification Boundary /
Límite de notificación pública de 600 ft (180 m)



P-3-26

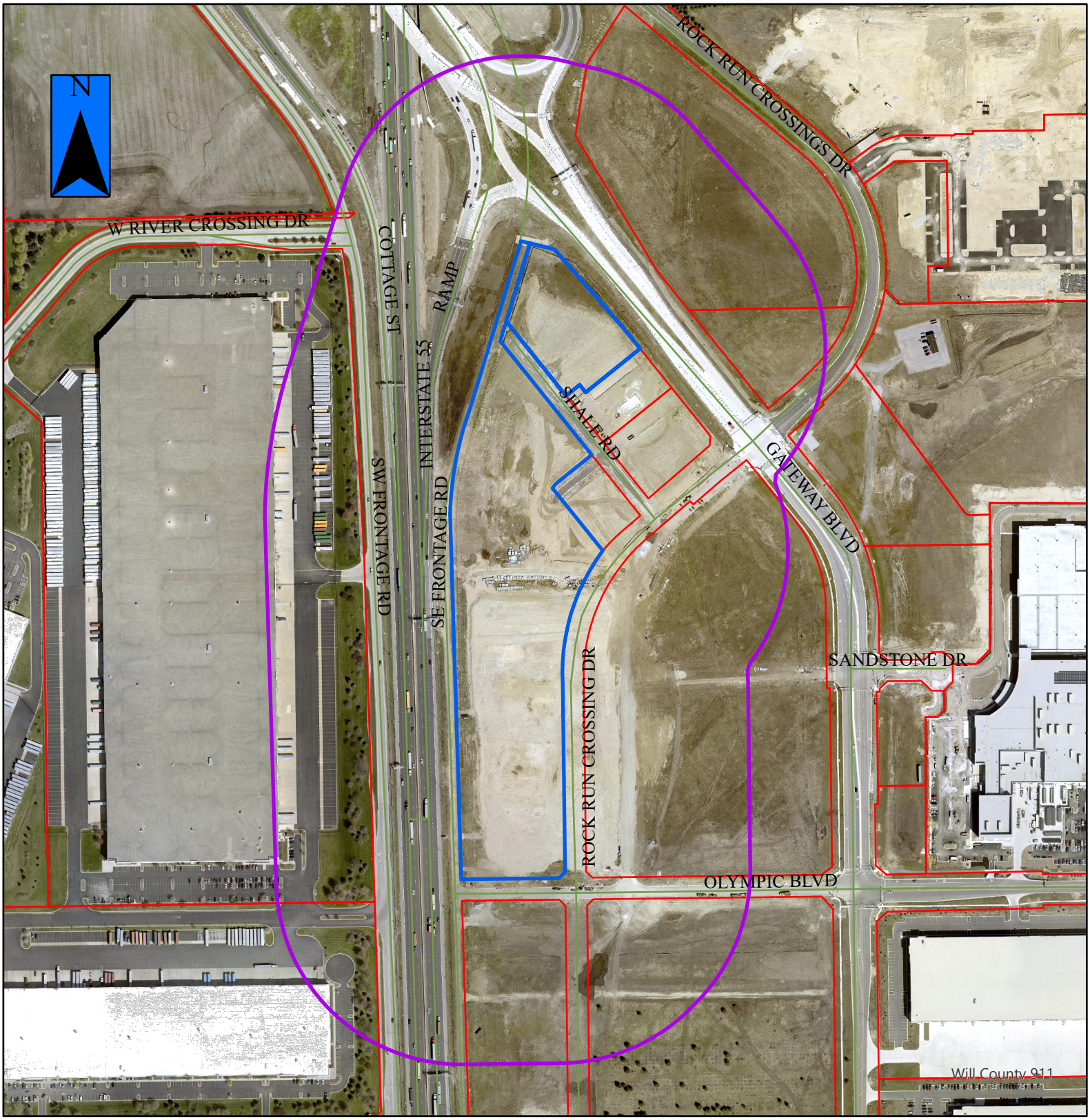
JOLIET PLANNING DIVISION

= Property in Question

= 600' Public Notification Boundary

Legend

B-1	I-TA	R-2
B-2	I-TB	R-2A
B-3	I-TC	R-3
I-1	R-1	R-4
I-2	R-1A	R-5
I-T	R-1B	R-B



P-3-26a

JOLIET PLANNING DIVISION
DIVISIÓN DE PLANIFICACIÓN

= Property in Question / Propiedad en cuestión

= 600' Public Notification Boundary /
Límite de notificación pública de 600 ft (180 m)

Memo

File #: TMP-9658 **Agenda Date:**4/16/2026

powered by Legistar™

DATE: April 16, 2026

TO: Joliet Plan Commission

FROM: Ray Heitner - Planner

SUBJECT: P-4-26: Preliminary Plat of Rock Run Crossings Lifestyle Center Subdivision

GENERAL INFORMATION:

APPLICANT:	Cullinan Joliet, LLC
STATUS OF APPLICANT:	Developer
REQUESTED ACTION:	Approval of a preliminary plat
PURPOSE:	To create a two-lot mixed-use subdivision
EXISTING ZONING:	B-2 (Central Business District)
LOCATION:	East of Rock Run Crossings Drive, West of Gateway Boulevard, and North of Olympic Boulevard
SIZE:	Approximately 17 Acres
EXISTING LAND USE:	Undeveloped

SURROUNDING LAND USE & ZONING:

NORTH: Restaurants; B-2 (Central Business District)
SOUTH: Future Commercial; B-2 (Central Business District)
EAST: Hollywood Casino; B-2 (Central Business District)
WEST: Future Commercial; B-2 (Central Business District)

SITE HISTORY: The subject property lies within the Rock Run Crossings Redevelopment Project Area, which has been designated as a Tax Increment Financing District ("TIF District") since 2021. When it was created, it was the intention of the TIF District to include a future mixed-use development that would contain commercial retail, restaurant, entertainments attractions, recreational amenities, and a multi-family residential neighborhood over the entire 309-acre District area.

SPECIAL INFORMATION: The subject property is a 17-acre assemblage of Lot 3 from the Rock Run Crossings Drive Subdivision. The applicant wishes to subdivide Lot 3 into two new lots for the planned “Lifestyle Center” component of the Rock Run Collection Planned Unit Development (PUD). The preliminary plat shows space allocated for future restaurant uses within Lot 1. Lot 2 would likely feature smaller-scale commercial retail fronting a central pedestrian corridor, with parking accessible off Rock Run Crossings Drive and Gateway Boulevard.

Both lots would have frontage along Rock Run Crossings Drive and Gateway Boulevard. Access to the site’s interior would be provided at several points on Lot 1, with an additional point of access proposed off Olympic Boulevard. Cross access between Lots 1 and 2 is required. A 10-foot-wide landscaping buffer will be installed on all sides of the subdivision, in addition to required parkway landscaping along Rock Run Crossings Drive, Gateway Boulevard, and Olympic Boulevard. All three frontage roads contain applicable utilities to service the proposed development.

The PUD allows for multiple buildings to be located on one lot, as shown in the preliminary plat. The proposed mixture of uses is generally consistent with the approved PUD Site Plan, apart from a larger block entertainment center use, which is not shown on the preliminary plat. Larger entertainment uses are permitted by right in several other functional use zones throughout the PUD area.

The applicant has also submitted for approval of a recording plat of Rock Run Crossings Lifestyle Center Subdivision, which will be put before the City Council at a future meeting.

ANALYSIS: Approval of the preliminary plat of Rock Run Crossings Lifestyle Center Subdivision will allow for future development of a two-lot mixed-use subdivision. The proposed uses and building layout as depicted conceptually on the preliminary plat, generally aligns with the mixture and placement of uses that are depicted in the PUD Site Plan. The preliminary plat shows sufficient means of access to the Lifestyle center site. All three predominant frontages contain water and sewer infrastructure.

RECOMMENDED ACTION: Staff recommends the Plan Commission recommend approval of the Preliminary Plat of Rock Run Crossings Lifestyle Center Subdivision to the City Council.

CASE NO. _____

DATE FILED: _____

CITY PLAN COMMISSION
JOLIET, ILLINOIS

PETITION FOR APPROVAL OF (Check One):

__X__ **Preliminary Plat**
_____ **Final Plat**
__X__ **Recording Plat**

NAME OF SUBDIVISION: Rock Run Crossings Lifestyle Center Subdivision

NAME OF PETITIONER: Cullinan Joliet, LLC

CELL #: [redacted] **E-MAIL**: [redacted]

HOME ADDRESS: N/A

CITY, STATE, ZIP: N/A

HOME PHONE: N/A

BUSINESS ADDRESS: 760 Village Center Drive, Suite 200B

CITY, STATE, ZIP: Burr Ridge, IL 60527

BUSINESS PHONE: [redacted]

INTEREST OF PETITIONER: Preliminary and Recording Plat for Rock Run Crossings Lifestyle Center Subdivision

NAME OF LOCAL AGENT: Jim Testin, Cullinan Properties Development Manager

ADDRESS: 760 Village Center Drive, Suite 200B PHONE: [redacted]

OWNER: Cullinan Joliet LLC; Contact: Jim Testin - Development Manager

HOME ADDRESS: N/A PHONE: N/A

CITY, STATE, ZIP: N/A

BUSINESS ADDRESS: 760 Village Center Drive, Ste. 200B PHONE: [redacted]

CITY, STATE, ZIP: Burr Ridge, IL 60527

CELL #: N/A **E-MAIL**: [redacted]

ENGINEER: Cemcon, Ltd.

ADDRESS: 2280 White Oak Circle, Suite 100 PHONE: [redacted]

LAND SURVEYOR: Cemcon, Ltd.

ADDRESS: 2280 White Oak Circle, Suite 100 PHONE: [redacted]

ATTORNEY: Rick Joseph

ADDRESS: 416 Main Street, Peoria, IL 61602 PHONE: [redacted]

LEGAL DESCRIPTION OF PROPERTY:

Attached

COMMON ADDRESS: N/A, No Address Assigned

PERMANENT INDEX NUMBER (Tax No.): Part of 05-06-22-302-002-0000

SIZE: Approximately 17.1 acres

NO. OF LOTS: 2

PRESENT USE: Vacant EXISTING ZONING: B-2

USES OF SURROUNDING PROPERTIES: North: B-2, Vacant

South: B-2 Vacant

East: I-1, Industrial

West: B-2 Vacant

Name of Park District: Joliet Park District

Date Contacted Park District: N/A

Is any open space/park site being offered as part of a preliminary plat? No, commercial lots

If yes, what amount?

(Acknowledgment by Park District Official) N/A

Has the Zoning Board of Appeals granted any variance, exception, or special permit concerning this property?

Yes ✓ No ____ If yes, list the Case number and name: PUD-7-23, PUD-8-23

Is any variance from the Subdivision Regulations being requested? Yes ____ No ✓

If yes, describe:

Attach ten (10) copies of the plat to this petition.

List all contiguous holdings in the same ownership (as defined in the Subdivision Regulations) by permanent index numbers: N/A

Attached hereto is an affidavit of ownership indicating the dates the respective holdings of land were acquired, together with the book and page of each conveyance to the present owner as recorded in the Will County Recorder of Deeds office. This affidavit shall indicate the legal owner of the property, the contract owner of the property, and the date the contract of sale was executed.

In the event the property is held in trust: A list of all individual beneficial owners of the trust must be attached.

In the event of corporate ownership: A list of all directors, officers, and stockholders of each corporation owning more than five percent (5%) of any shares of stock must be attached.

STATE OF ILLINOIS) ss
COUNTY OF WILL)

I, [redacted], hereby depose and say that all of the above statements and the statements contained in the papers submitted herewith are true. I agree to be present in person or by representation when this is heard by the Plan Commission.

Date: 2/18/2026 [redacted]
Petitioner's Name

Subscribed and sworn to before me this 18 day of February, 2026

[redacted]

My Commission Expires: February 7, 2028

[redacted]

Legal Description

LOT 3 IN THE RECORDING PLAT FOR ROCK RUN CROSSINGS DRIVE SUBDIVISION PER DOCUMENT R2025060345 IN THAT PART OF THE WEST HALF OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

CITY OF JOLIET OWNERSHIP DISCLOSURE FORM

The City of Joliet requires that applicants for zoning relief, subdivision approval, building permits and business licenses disclose the identity of all persons having an ownership interest in the business and the real property associated with the application. A copy of this form must be completed and submitted with other application materials. Failure to properly complete and submit this form may result in the denial of the application.

I. *INFORMATION ABOUT THE APPLICATION*

This form is submitted as part of an application for the following (check all that apply):

- ☐ Rezoning, Special Use Permit, Variation, or Other Zoning Relief (Complete Sections II and III)
- ☒ Preliminary Plat, Final Plat, or Record Plat of Subdivision (Complete Sections II and III)
- ☐ Building Permit (Complete Sections II and III)
- ☐ Business License (Complete All Sections)

II. *INFORMATION ABOUT THE PROPERTY*

The address and PIN(s) of the real property associated with this application are:

Gateway Blvd./Rock Run Crossings Dr./Olympic Blvd., No address assigned

PIN(s): Lot 3 of the Rock Run Crossings Drive Subdivision (R2025060345) , Part of 0506223020020000

III. *PROPERTY OWNERSHIP*

Select the type of owner of the real property associated with this application and fill in the appropriate contact information below:

☐	**Individual:**	State the names, addresses, and phone #'s of the individual owner(s)
☐	**Corporation:**	State the names, addresses, and phone #'s of all persons holding 3% or more of the stock of the corporation and the percentage of shares held by such stockholders
☒	**Limited Liability Company:**	State the names, addresses, and phone #'s of all members of the company along with the percentage of ownership held by each member
☐	**Land Trust:**	State the names, addresses, and phone #'s of the trustee(s) and all beneficiaries
☐	**Partnership:**	State the names, addresses, and phone #'s of all partners
☐	**Other type of organization:**	State the names, addresses, and phone #'s of all persons having a legal or equitable ownership interest in the organization or the right to direct the affairs of the organization

E-MAIL [redacted] **FAX** [redacted]

DocuSign Envelope ID: 1C16D045-D9BF-49AC-8707-703D0235C970

IV. BUSINESS OWNERSHIP

If the owner of the business is different than the owner of the real property associated with the application, then the following information must be provided:

Select the type of business owner associated with this application and fill in the contact information below:

☐ **Individual:**	State the names, addresses, and phone #'s of the individual owner(s)
☐ **Corporation:**	State the names, addresses, and phone #'s of all persons holding 3% or more of the stock of the corporation and the percentage of shares held by such stockholders
☐ **Limited Liability Company:**	State the names, addresses, and phone #'s of all members of the company along with the percentage of ownership held by each member
☐ **Partnership:**	State the names, addresses, and phone #'s of all partners
☐ **Other type of organization:**	State the names, addresses, and phone #'s of all persons having a legal or equitable ownership interest in the organization

_____

_____

_____

_____

E-MAIL:_____ **FAX:**_____

NOTE:
If a stockholder, member, beneficiary or partner disclosed in Section III or Section IV is not an individual, then the individuals holding the legal or equitable title to the real property or business associated with the application must also be disclosed. For example, if the real property associated with an application is owned by a land trust, and the beneficiary of the land trust is a limited liability company, then the members of the limited liability company must be disclosed. If one of the members of the limited liability company is a partnership, then the identity of the partners must be disclosed. If one of the partners is a corporation, then all persons owning 3% or more of the issued stock must be disclosed.

SIGNED: [redacted]

DATE: 2/17/2026

Name, Title, and Telephone Numbers of Person Completing and Submitting This Form:

_____

[redacted]

PRINT

SHEET INDEX:

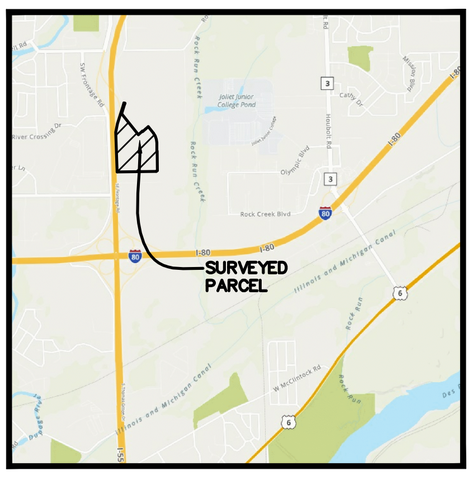
SHEET 1: OVERALL SUBDIVSION, LEGAL DESCRIPTION; LOT AREAS; OWNER INFORMATION; APPROVAL CERTIFICATION; NOTES
SHEET 2: DETAIL PAGE

PRELIMINARY PLAT FOR ROCK RUN CROSSINGS LIFESTYLE CENTER SUBDIVISION

LOT 3 IN THE RECORDING PLAT FOR ROCK RUN CROSSINGS DRIVE SUBDIVISION PER DOCUMENT R2025060345 IN THAT PART OF THE WEST HALF OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER:
05-06-22-302-002-0000

ROCK RUN CROSSINGS LIFESTYLE CENTER SUBDIVISION (±17.061 ACRES)	
LOT NUMBER	LOT AREA (ACRES)
LOT 1	4.397 ACRES
LOT 2	12.664 ACRES
AVERAGE	8.5305 ACRES



VICINITY MAP

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 43°03'49" E	14.43'
L2	N 49°10'29" E	115.65'
L3	N 49°10'44" E	109.81'

SURROUNDING OWNERSHIP

CULLINAN JOLIET, LLC EXCEPT:

- LOT 2 IN ROCK RUN CROSSINGS LOT 3 RESUBDIVISION
  OWNER: CHIC-FIL-A
- LOT 1 IN ROCK RUN CROSSINGS LOT 1 RESUBDIVISION
  OWNER: RR JOLIET, LLC

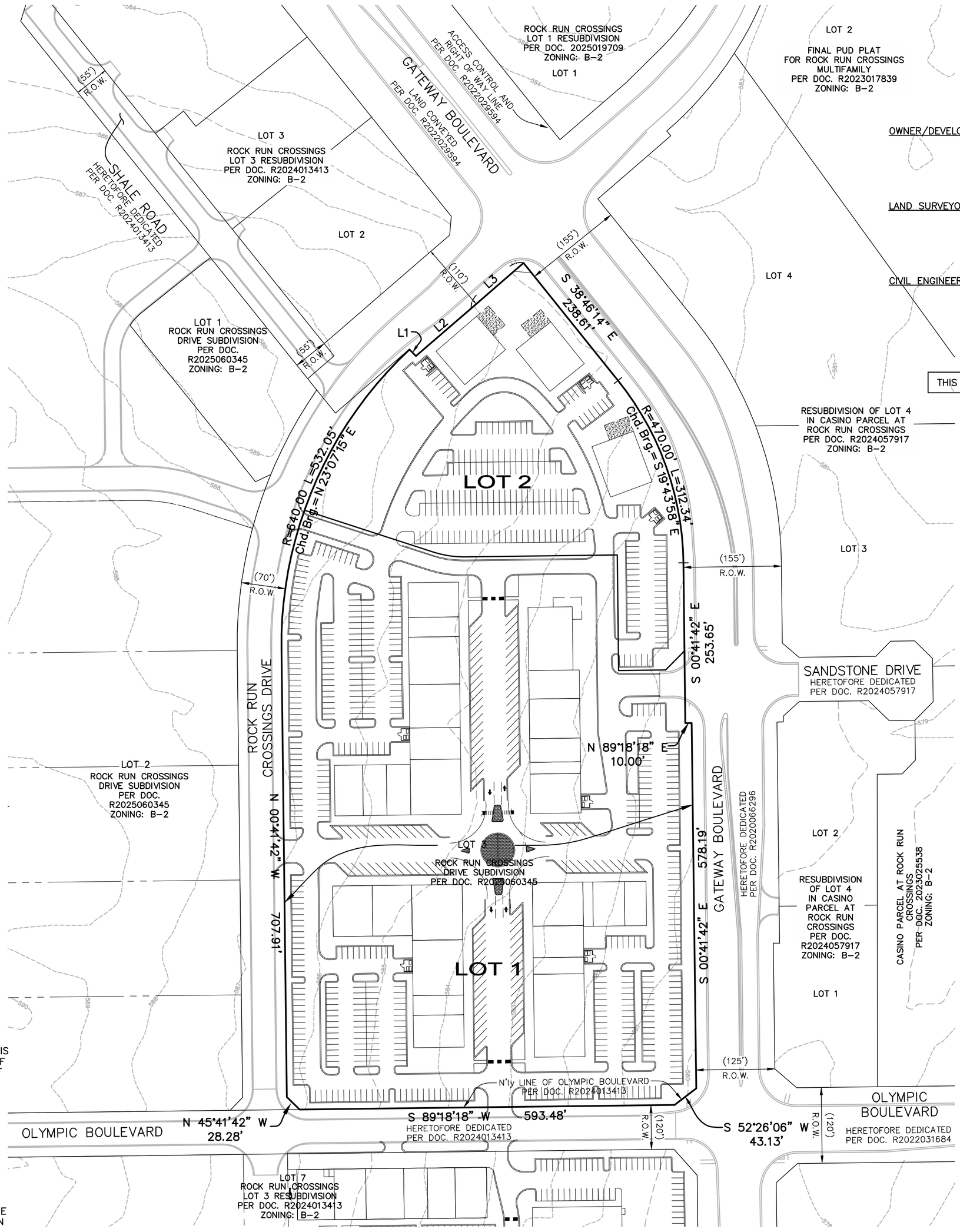
BENCHMARK

ELEVATION REFERENCE MARK

NGS MONUMENT WRI 023 (PID DP5478): THE STATION IS LOCATED 17 FT. SOUTH OF THE EDGE OF PAVEMENT OF US HIGHWAY 52, 174 FT. WEST OF THE CENTERLINE OF EARL ROAD, 51 FT. EAST OF A LIGHT POLE AND 4 FT. NORTH OF THE NORTH EDGE OF A SIDEWALK.
NOTE-ACCESS TO THE DATUM POINT IS THROUGH A 6-INCH LOGO CAP. THE ROD (DATUM POINT) IS SURROUNDED BY A FLOATING BRONZE DISK TO AID IN IDENTIFICATION.
ELEVATION: 614.12 NAVD88

SITE BENCHMARK:

CP #101: SET '+' IN TOP OF CURB IN FRONT OF FIRE HYDRANT LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF GATEWAY BOULEVARD AND ROCK RUN CROSSINGS DRIVE.
NORTHING: 1759974.60
EASTING: 1022595.01
ELEVATION: 583.80 NAVD88



OWNER/DEVELOPER: CULLINAN JOLIET, LLC
C/O DIANE CULLINAN OBERHELMAN
420 N. MAIN STREET
EAST PEORIA, IL 61611
PH: 309-999-1700

LAND SURVEYOR: CEMCON, LTD.
C/O JEFFREY R. PANKOW
2280 WHITE OAK CIRCLE
SUITE 100
AURORA, IL 60502
PH: 630-862-2100

CIVIL ENGINEER: CEMCON, LTD.
C/O MATTHEW WORLINE
2280 WHITE OAK CIRCLE
SUITE 100
AURORA, IL 60502
PH: 630-862-2100

GENERAL NOTES:

1. THE BASIS OF BEARING AND MEASUREMENT FOR THE PLAT, SHOWN HEREON, ARE THE RECORD BEARINGS OF THE RESUBDIVISION OF ROCK RUN CROSSINGS, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 19, 2022 AS DOCUMENT NUMBER R2022031684.

2. THE EXISTING TOPOGRAPHY DEPICTED HEREON IS BASED ON DATA COLLECTED BY CEMCON, LTD. FROM JULY 2019.

3. PU&DE = DENOTES PUBLIC UTILITY & DRAINAGE EASEMENT.

4. PUE = DENOTES PUBLIC UTILITY EASEMENT.

5. THE SUBJECT PROPERTY IS CURRENTLY IN A CITY OF JOLIET B-2 ZONING DISTRICT.

6. THE BUILDING SETBACKS AND LANDSCAPE REQUIREMENTS WILL CONFORM WITH THE CITY OF JOLIET B-2 ZONING DISTRICT UNLESS MODIFIED BY PUD-7-23 REQUIREMENTS.

7. MAINTENANCE OF THE STORM WATER MANAGEMENT FACILITIES AND EASEMENTS SHALL INCLUDE: BANK STABILIZATION, BANK MAINTENANCE, FUTURE SEDIMENT REMOVAL OR DREDGING, STABILIZATION OF WATER LEVELS, OUTFALL STRUCTURES AND STORM SEWER PIPES WITHIN THE DETENTION EASEMENT.

8. STORM WATER DETENTION WILL BE PROVIDED FOR THE DEVELOPED AREAS IN ACCORDANCE WITH THE WILL COUNTY STORM WATER ORDINANCE. IN CERTAIN CASES, REGIONAL DETENTION BASINS WILL BE UTILIZED WHICH WILL EVENTUALLY BE MAINTAINED BY THE ASSOCIATION. SEEDING AND EROSION CONTROL WILL BE PROVIDED IN ACCORDANCE WITH THE CITY OF JOLIET ZONING ORDINANCE.

9. BEST MANAGEMENT PRACTICES SHALL BE PROVIDED IN THE STORM WATER DETENTION SYSTEMS. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, VEGETATED SWALES FOR THE INFLOW AND OUTFLOW STORM SEWERS, NATIVE PLANTINGS/WETLAND PLANTINGS AROUND THE PERIMETER OF THE DETENTION BASINS, ETC.

10. THE STORM WATER DETENTION FACILITIES SHALL BE CONSTRUCTED ACCORDING TO SECTION 605 ILCS5/9-115.1 OF THE ILLINOIS HIGHWAY CODE IN REGARDS TO THE PROXIMITY TO THE RIGHT OF WAY OF THE DETENTION BASIN.

11. ALL PROPOSED DESIGN ELEMENTS SHOWN ON THIS PLAT ARE SUBJECT TO CHANGE BASED ON ANY FINAL ENGINEERING SITE PLANS SUBMITTED TO THE CITY OF JOLIET UNDER SEPARATE COVER.

12. EXISTING ZONING FOR PROPOSED LOTS 1 AND 2 IS B-2 (CENTRAL BUSINESS).

13. STORMWATER DETENTION FOR PROPOSED LOTS 1 AND 2 IS PROVIDED WITHIN THE STORMWATER FACILITIES ALONG THE EAST PROPERTY LINE OF THE ROCK RUN CROSSINGS PROJECT SITE (RESUBDIVISION OF ROCK RUN CROSSINGS PER DOC. R2022031684).

14. THE SUBJECT PROPERTY IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) MAP PANEL 17197C0255G.

15. FULL ACCESS TO PROPOSED LOTS 1 AND 2 SHALL BE AFFORDED VIA CONNECTIONS TO ROCK RUN CROSSINGS DRIVE, GATEWAY BOULEVARD, AND OLYMPIC BOULEVARD.

SITE DATA TABLE		
LOT #	1	2
ZONING	B-2	B-2
PUD	YES	YES
RIVER BASIN	ROCK RUN CREEK	ROCK RUN CREEK
CURRENT USE	UNDEVELOPED	UNDEVELOPED
PROPOSED USE*	RETAIL/COMMERCIAL	RETAIL/COMMERCIAL
PARKING	PER P.U.D.	PER P.U.D.
CURRENT IMPERVIOUS	0%	0%
PROPOSED RCN	94	94
EXISTNG TREE COVERAGE	0%	0%
BUILDING SQ. FT.	TBD	TBD

* SUBJECT TO CHANGE

STATE OF ILLINOIS)
SS
COUNTY OF WILL)

APPROVED BY RESOLUTION OF THE CITY OF JOLIET PLAN COMMISSION ON_____, 20___.

_____ CHAIRPERSON

_____ SECRETARY

STATE OF ILLINOIS)
SS
COUNTY OF WILL)

APPROVED BY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JOLIET ON_____, 20___.

_____ MAYOR

_____ CITY CLERK

STATE OF ILLINOIS)
SS
COUNTY OF DUPAGE)

_____
MATTHEW M. WORLINE
LICENSED PROFESSIONAL ENGINEER NO. 062-048134

STATE OF ILLINOIS)
SS
COUNTY OF DUPAGE)

_____
JEFFREY R. PANKOW
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3483

LEGEND

EXISTING	PROPOSED	DESCRIPTION
		MANHOLE
		CATCH BASIN
		INLET
		END SECTION
		STORM SEWER
		SANITARY SEWER
W	W	WATERMAIN
		VALVE & BOX
		WATER VALVE IN VAULT
		FIRE HYDRANT
		CONTOURS
(ELEV)	ELEV	ELEVATIONS

NOTE: ALL UTILITIES SHOWN ARE PUBLIC
ALL STORM SEWER IS RCP.

PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100
Aurora, Illinois 60502-9675
PH: 630.862.2100 FAX: 630.862.2199
E-Mail: cadd@cemcon.com Website: www.cemcon.com

DISC NO.: 849016 FILE NAME: PRELIM PLAT
DRAWN BY: KMS FLD. BK. / PG. NO.: -----
COMPLETION DATE: 02-20-26 JOB NO.: 849.016
REV.: 03-25-26/KMS

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PLOT FILE CREATED: 3/25/2026 BY: KRISTIN STAERKEL DRAWING PATH: P:\849016\DWG\SURVEY\DRAWINGS\PLATS\PRELIM PLAT.DWG

PRELIMINARY PLAT FOR
ROCK RUN CROSSINGS LIFESTYLE CENTER SUBDIVISION

SHEET INDEX:

SHEET 1: OVERALL SUBDIVSION, LEGAL DESCRIPTION; LOT AREAS; OWNER INFORMATION; APPROVAL CERTIFICATION; NOTES
SHEET 2: DETAIL PAGE

N

50 25 0 50
SCALE: 1 INCH = 50 FEET

LOT 2
ROCK RUN CROSSINGS LOT 3 RESUBDIVISION PER DOC. R2024013413 ZONING: B-2

LOT 4

SHALE ROAD

ROCK RUN CROSSINGS DRIVE HERETOFORE DEDICATED PER DOC. R2024013413

10' LANDSCAPE EASEMENT PER DOC. 2024013413

(55') R.O.W.

(110') R.O.W.

(155') R.O.W.

N 49°10'44" E 109.81'

N 49°10'29" E 115.65'

S 43°03'49" E 74.43'

S 38°46'14" E 238.61'

LOT 1
ROCK RUN CROSSINGS DRIVE SUBDIVISION PER DOC. R2025060345 ZONING: B-2

STORMWATER MANAGEMENT EASEMENT PER DOC. R2025060345

10' LANDSCAPE EASEMENT PER DOC. R2025060345

ROCK RUN CROSSINGS DRIVE HERETOFORE DEDICATED PER DOC. R2025060345

R=640.00 L=307.20'

LOT 2

LOT 3
ROCK RUN CROSSINGS DRIVE SUBDIVISION PER DOC. R2025060345

RESUBDIVISION OF LOT 4 IN CASINO PARCEL AT ROCK RUN CROSSINGS PER DOC. R2024057917 ZONING: B-2

R=470.00 L=312.34'

ROADWAY, INGRESS/EGRESS, DRAINAGE AND PUBLIC UTILITY EASEMENT PER DOC. R2025060345

216.06' N 72°03'21" W

R=144.50 L=47.01'

243.48' S 89°18'18" W

20' LANDSCAPE EASEMENT PER DOC. R2023017839

LOT 3

(155') R.O.W.

25' PUE

(70') R.O.W

R=640.00 L=224.85'

183.00' N 00°41'42" W

139.19' S 00°41'42" E

42.43' S 44°18'18" E

74.50' S 89°18'18" W

114.46' S 00°41'42" E

SANDSTONE DRIVE
HERETOFORE DEDICATED PER DOC. R2024057917

S 89°18'18" W 10.00'

(135') R.O.W.

LOT 2
ROCK RUN CROSSINGS DRIVE SUBDIVISION PER DOC. R2025060345 ZONING: B-2

EXISTING ASPHALT PAVEMENT WITH B6-12 CURB & GUTTER WIDTH VARIES

707.91' N 00°41'42" W

LOT 1

LOT 3
ROCK RUN CROSSINGS DRIVE SUBDIVISION PER DOC. R2025060345

ROCK RUN CROSSINGS DRIVE HERETOFORE DEDICATED PER DOC. R2025060345

GATEWAY BOULEVARD HERETOFORE DEDICATED PER DOC. R2022006296

EXISITNG ASPHALT PAVEMENT WITH B6-24 CURB & GUTTER WIDTH VARIES

578.19' S 00°41'42" E

RESUBDIVISION OF LOT 4 IN CASINO PARCEL AT ROCK RUN CROSSINGS PER DOC. R2024057917 ZONING: B-2

LOT 1

10' NICOR GAS EASEMENT PER DOC. R2023024866

20' LANDSCAPE EASEMENT PER DOC. R2023017839

(125') R.O.W.

N 45°41'42" W 28.28'

593.48' S 89°18'18" W

S 52°26'06" W 43.13'

EXISTING ASPHALT PAVEMENT WITH B6-12 CURB & GUTTER

OLYMPIC BOULEVARD HERETOFORE DEDICATED PER DOC. R2024013413

OLYMPIC BOULEVARD HERETOFORE DEDICATED PER DOC. R2022031684

LOT 7
ROCK RUN CROSSINGS LOT 3 RESUBDIVISION PER DOC. R2024013413 ZONING: B-2

LEGEND

EXISTING	PROPOSED	DESCRIPTION
		MANHOLE
		CATCH BASIN
		INLET
		END SECTION
		STORM SEWER
		SANITARY SEWER
		WATERMAIN
		VALVE & BOX
		WATER VALVE IN VAULT
		FIRE HYDRANT
		CONTOURS
(ELEV)	ELEV	ELEVATIONS

NOTE: ALL UTILITIES SHOWN ARE PUBLIC
ALL STORM SEWER IS RCP.

PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100
Aurora, Illinois 60502-9675
PH: 630.862.2100 FAX: 630.862.2199
E-Mail: cadd@cemcon.com Website: www.cemcon.com

DISC NO.: 849016 FILE NAME: PRELIM PLAT
DRAWN BY: KMS FLD. BK. / PG. NO.: -----
COMPLETION DATE: 02-20-26 JOB NO.: 849.016
REV.: 03-25-26/KMS

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AVISO DE AUDIENCIA PÚBLICA
CIUDAD DE JOLIET, IL

FECHA/HORA: 16 DE ABRIL, 2026 4:00 P.M.
UBICACIÓN: CÁMARAS DEL CONSEJO MUNICIPAL
150 W JEFFERSON STREET, JOLIET

DESCRIPCIÓN DE LA SOLICITUD:

P-4-26: PLANO PRELIMINAR DE LA SUBDIVISIÓN ROCK RUN CROSSINGS LIFESTYLE CENTER. (AL NORTE DE OLYMPIC BOULEVARD Y AL OESTE DE GATEWAY BOULEVARD) (PIN # 05-06-22-302-002-0000) (DISTRITO DEL CONCEJAL #5)

PARA MÁS INFORMACIÓN LLAME AL:
815-724-4040 O AL 815-724-4050
DEPARTAMENTO DE DESARROLLO COMUNITARIO
CIUDAD DE JOLIET

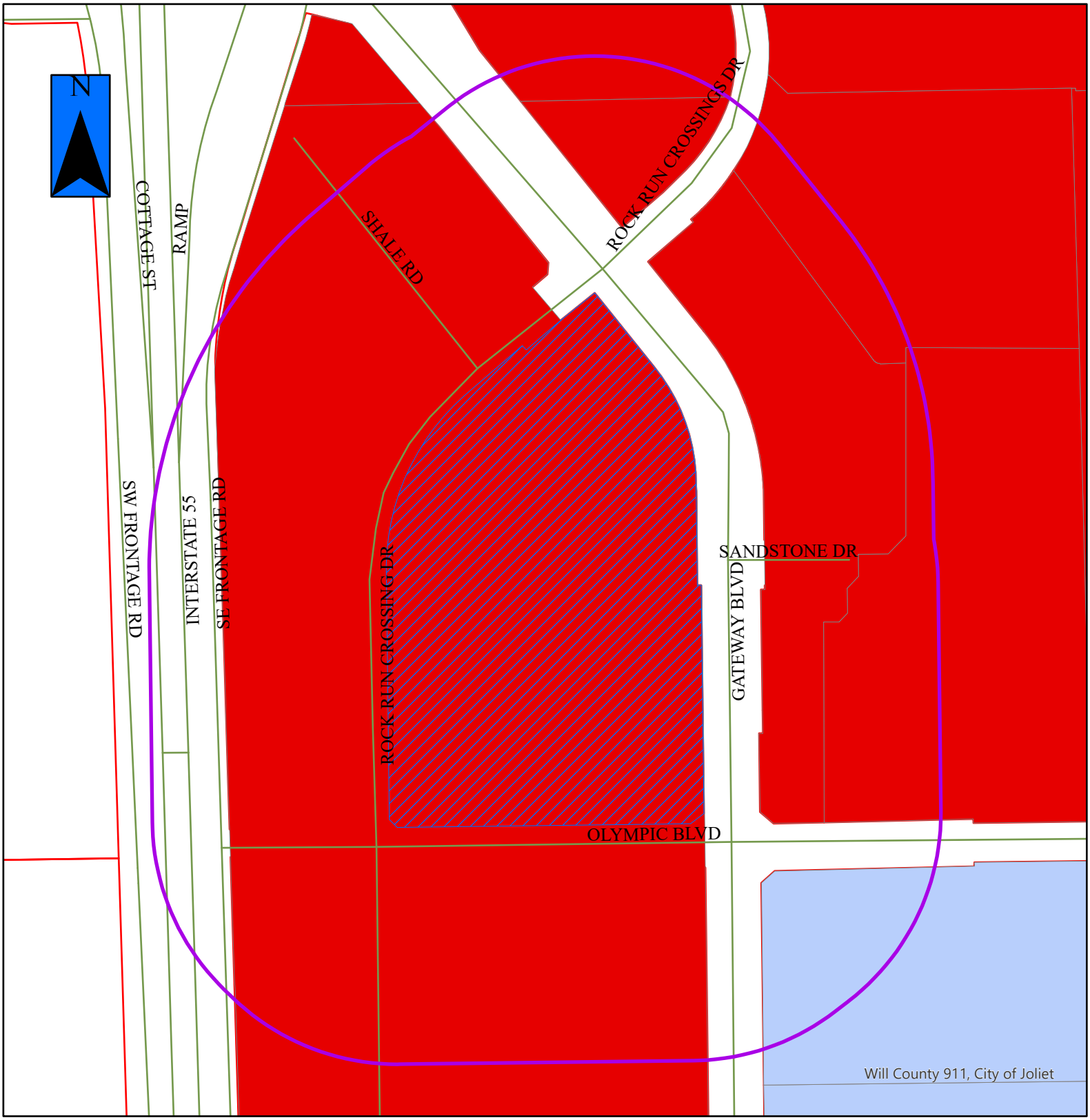
NOTICE OF PUBLIC MEETING
CITY OF JOLIET, ILLINOIS

DATE/TIME: APRIL 16, 2026 - 4:00 P.M.
LOCATION: CITY HALL COUNCIL CHAMBERS
150 W JEFFERSON STREET, JOLIET

DESCRIPTION OF REQUEST:

P-4-26: PRELIMINARY PLAT OF ROCK RUN CROSSINGS LIFESTYLE CENTER SUBDIVISION. (NORTH OF OLYMPIC BOULEVARD AND WEST OF GATEWAY BOULEVARD) (PIN # 05-06-22-302-002-0000) (COUNCIL DISTRICT #5)

FOR MORE INFORMATION CALL:
815-724-4040 OR 815-724-4050
COMMUNITY DEVELOPMENT DEPARTMENT
CITY OF JOLIET



P-4-26

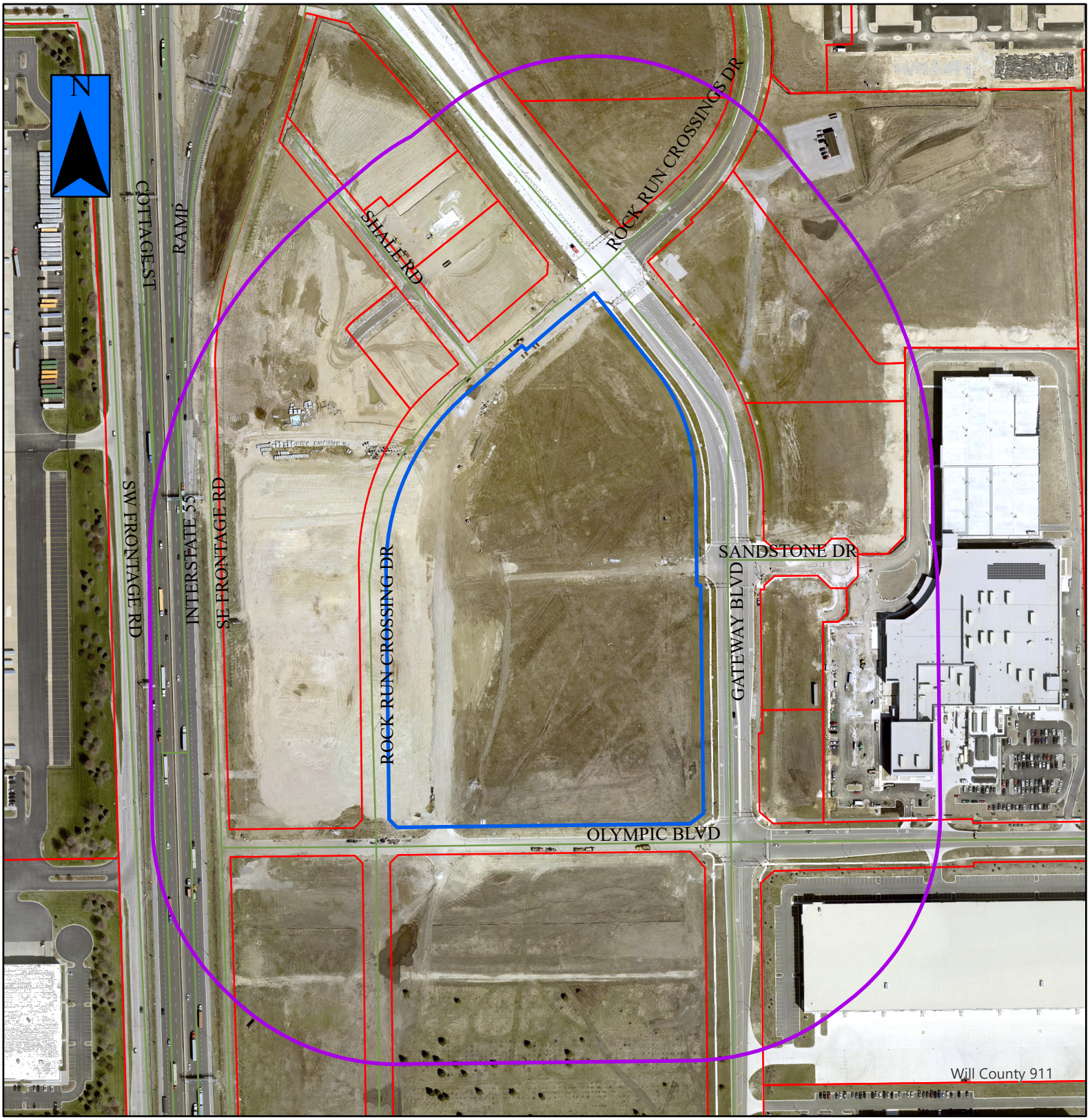
JOLIET PLANNING DIVISION

= Property in Question

= 600' Public Notification Boundary

Legend

B-1	I-TA	R-2
B-2	I-TB	R-2A
B-3	I-TC	R-3
I-1	R-1	R-4
I-2	R-1A	R-5
I-T	R-1B	R-B



P-4-26a

JOLIET PLANNING DIVISION
DIVISIÓN DE PLANIFICACIÓN

= Property in Question / Propiedad en cuestión

= 600' Public Notification Boundary /
Límite de notificación pública de 600 ft (180 m)

Memo

File #: TMP-9659 **Agenda Date:**4/16/2026

powered by Legistar™

DATE: April 16, 2026

TO: Joliet Plan Commission

FROM: Planning Staff

SUBJECT: V-2-26: Vacation of 76,289 Square Feet of Breen Road, East of Route 53 and Plat of Easement for a Future Public Utility Easement

GENERAL INFORMATION:

APPLICANT:	TCIH Land Holdings, LLC
STATUS OF APPLICANT:	Owner
REQUESTED ACTION:	Vacation of roadway
PURPOSE:	Vacating a segment of Breen Road to facilitate the required construction of a bridge over Route 53 as part of the closed loop required by annexation agreement
EXISTING ZONING:	I-1 (Light Industrial)
LOCATION:	Breen Road – East of State Route 53
ROW SIZE:	Approx. 76,280 square feet
EXISTING LAND USE:	Existing roadway

SURROUNDING LAND USE & ZONING:

NORTH: Undeveloped/Farmland, I-1 (Light Industrial)
SOUTH: Undeveloped/Farmland, I-1 (Light Industrial)
EAST: Undeveloped/Farmland, County Agricultural (A-1)
WEST: Warehouse, I-1 (Light Industrial)

SITE HISTORY: Breen Road is a two-mile road that runs east-west between Illinois Route 53 and Ridge Road. Roughly ¼ of the road is within the city limits and is improved slightly with blacktop surfacing and a double-lined median. The remaining section is in unincorporated Jackson Township. Traffic counts from the Illinois Department of Transportation (IDOT) estimate that as of 2023, approximately 200 vehicle trips per day occur throughout the existing roadway. The subject request is to vacate the western portion of roadway that connects with Illinois Route 53.

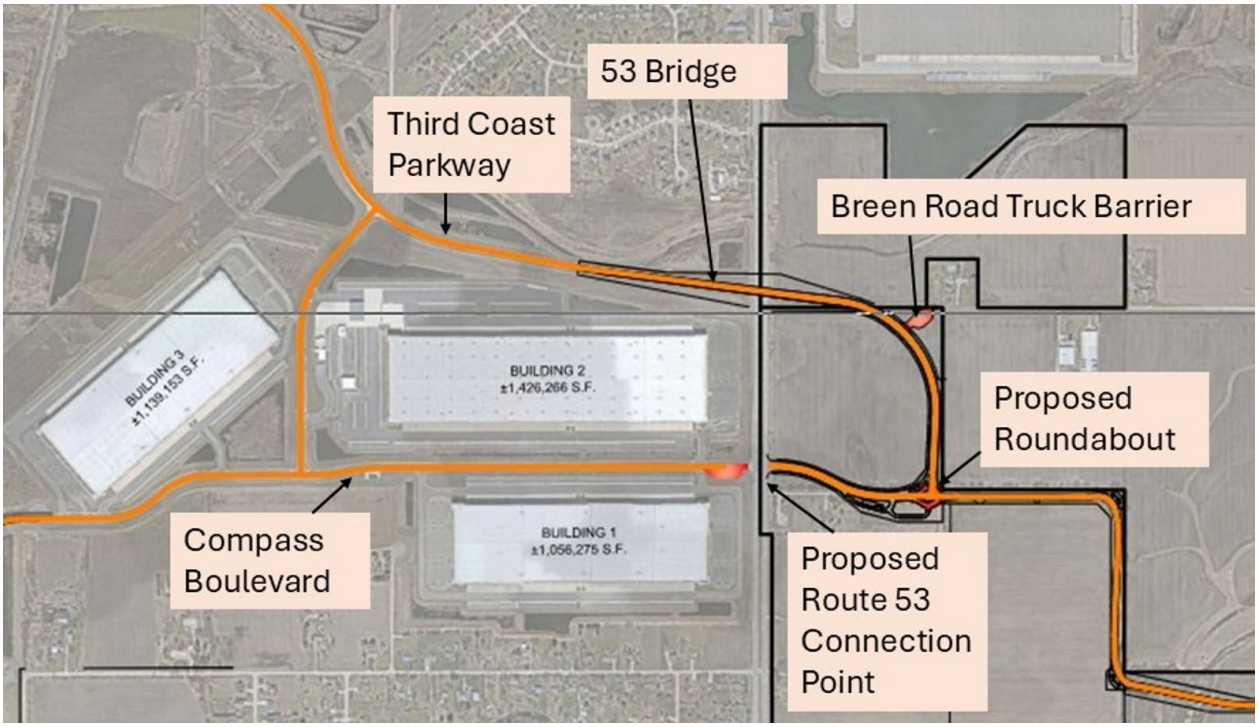
SPECIAL INFORMATION: The applicant is the owner and future developer of land on both sides of the subject Breen Road area to be vacated. These properties are currently undeveloped and contain pre-existing farmland. The subject vacation is necessary to accommodate a future connection to a bridge that would cross Illinois Route 53 to connect the east and west portions of the East Gate Logistics Park industrial development. The annexation and development agreement for the adjoining land required that a bridge be built that would create a closed-loop network for tractor trailers that would circulate throughout the development.

In June of 2025, the City entered into a Settlement and Mutal Releases Agreement with Houbolt Road Extension JV, LLC, Centerpoint Properties Trust, Centerpoint Joliet Terminal Railroad, LLC, East Gate-Logistics Park Chicago, LLC, New Wave Farms, LLC, and Northpoint Development LLC relating to the construction of the Northpoint development in Joliet. Section10(L) of the Agreement states that East Gate shall be permitted to construct an aggregate of 3,000,000 square feet of Industrial Warehouse buildings on the east portion and/or west portion prior to approval of the site's Regional Traffic Plan and the City shall be permitted to issue occupancy permits for such industrial warehouse buildings not exceeding 3,000,000 square feet in aggregate, provided that any and all tractor-trailer access with respect to such industrial warehouse buildings shall, comply with the terms of Section 3 of the Agreement, including, but not limited to, the completion of the construction of the 53 Bridge for any such industrial warehouse buildings constructed on the east portion (east of Illinois Route 53). Therefore, development of the eastern portion of the campus buildout, east of Illinois Route 53, cannot take place until the 53 Bridge is completed.

The developer would require access to the vacated property for construction of the proposed bridge landing. Due to the need for access, the petitioner is requesting that the Vacation Ordinance include a condition formally acknowledging the developer's need for site access as described in Condition #1. The subject property would be rededicated as a public road once construction of the bridge landing is complete.

Access to Illinois Route 53 would still be provided by a connection with Breen Road to the improved Third Coast Parkway, as shown in Exhibit 1.0. A roundabout at Third Coast Parkway and Compass Boulevard would provide access back out to Illinois Route 53 for local traffic. Local traffic traveling west on Breen Road would have the option to bypass the proposed truck barrier at the west end of Breen Road. Tractor-trailers will not be allowed to enter from Breen Road or exit Third Coast Parkway onto Breen Road unless emergency access is needed.

Exhibit 1.0 – Proposed Future Access to Illinois Route 53



The Public Utilities and Public Works Departments are not opposed to this request. Nicor has stated that it does not have any known utilities within the subject area to be vacated. No other notified utility companies have submitted a response regarding this request as of the writing of this staff report. A Plat of Easement for a Public Utility Easement will cover the extent of the vacated roadway to allow for co-location of utilities as needed.

ANALYSIS: Approval of the requested Vacation and Plat of Easement would terminate Breen Road east of Illinois Route 53 as shown on the Plat of Vacation. Local traffic, including property owners along Breen Road, would still have access to Illinois Route 53 via Third Coast Parkway and Compass Boulevard. If the subject Vacation is approved, the developer will be required to post signage to warn motorists of the proposed roadway termination once the vacated segment of roadway is no longer usable.

RECOMMENDED ACTION: Staff recommend the Plan Commission recommend approval of the Vacation of 76,289 Square Feet portion of Breen Road, East of Route 53 and Plat of Easement for a Future Public Utility Easement, subject to the conditions listed below.

CONDITIONS:

1. That the public right-of-way vacated shall be permitted to be utilized by the property owner taking title to said right-of-way, their successors, assigns, and agents for

purposes of a construction access for development of property located to the east of Illinois Route 53.

CASE NO. _____

DATE FILED : _____

CITY PLAN COMMISSION
JOLIET, ILLINOIS
PETITION TO VACATE

PETITIONER'S NAME: TCIH Land Holdings, LLC

HOME ADDRESS: _____

CITY, STATE, ZIP: _____

HOME PHONE: _____

CELL # _____ **E-MAIL:** _____

BUSINESS ADDRESS: 3315 N. Oak Trafficway

CITY, STATE, ZIP: Kansas City, MO 64116

BUSINESS PHONE: [redacted]

LEGAL DESCRIPTION OF PROPERTY: _____

SEE ATTACHED EXHIBIT A

COMMON ADDRESS: Breen Road - East of State Route 53

PERMANENT INDEX NO. (Tax No.): 10-11-10-300-001-0000 & 10-11-10-100-010-0000

ROW/EASEMENT SIZE: Width *See Plat of Vacation* Depth *See Plat of Vaction* Area 76,289 sq./ft.

PROPOSED USE AFTER VACATION: Future Infrastructure Improvements

USES OF SURROUNDING PROPERTIES: North: Vacant Industrial Property

South: Vacant Industrial Property

East: Farmstead

West: Industrial - Warehousing

REASON FOR REQUEST: Vacating a segment of Breen Rd. to facilitate the required construction of a bridge over Route 53 as part of the closed loop required by annexation agreement.

Is the Property owned by the City of Joliet? YES X NO _____

What portion of the right-of-way do you wish to own as a result of the vacation or what portion of the easement do you wish to vacate? The entire area as depicted on the Plat of Vacation

I understand that I will be required to pay for an appraisal of the property requested to be vacated, and that I will be required to purchase it at fair market value established by that appraisal.

STATE OF ~~ILLINOIS~~ Missouri) ss
COUNTY OF ~~WILL~~ Clay

I, [redacted], depose and say that the foregoing statements are true and correct to the best of my knowledge and belief, I further state that I agree to be present in person or by representation when this petition is heard by the Plan Commission.

TCIH Land Holdings, LLC, a Delaware limited liability company
By: East Gate - Logistics Park Chicago, LLC, its Sole Member
By: NorthPoint Development, LLC, its Manager

By: [redacted]
N

Subscribed and sworn to before me
this 25th day of February, 20 26

[redacted]

My Commission Expires: 9-10-27

[redacted]

PRINT

ROW vacations only – The undersigned owners of adjacent property do not object to the vacation of the following described property:

NOT APPLICABLE PETITIONER OWNS BOTH SIDES OF PROPOSED VACATED ROW

OWNER'S NAME	ADDRESS

Exhibit – ‘A’

THAT PART OF THE NORTHWEST QUARTER AND THAT PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, BEING BOUNDED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 10; THENCE NORTH 88 DEGREES 34 MINUTES 44 SECONDS EAST (BASIS OF BEARINGS – ILLINOIS STATE PLANE COORDINATES EAST ZONE (NAD83)) ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER SECTION 85.99 FEET TO THE **POINT OF BEGINNING** OF THIS DESCRIPTION, SAID POINT LYING ON THE SOUTHERLY PROJECTION OF AN EASTERN LINE OF THE AREA DEDICATED FOR THE PURPOSE OF A PUBLIC HIGHWAY TO THE STATE OF ILLINOIS DEPARTMENT OF PUBLIC WORKS AND BUILDINGS AND DESCRIBED AS PARCEL NO. 1 IN BOOK 927, PAGE 101 AS DOCUMENT 557865, ALSO DESCRIBED AS PARCEL NO. 1 IN BOOK 928, PAGE 205 AS DOCUMENT 570782 IN THE OFFICE OF THE WILL COUNTY RECORDER; THENCE NORTH 01 DEGREES 24 MINUTES 31 SECONDS WEST ALONG SAID SOUTHERLY PROJECTION LINE 83.00 FEET TO A CORNER OF SAID PARCEL 1; THENCE SOUTH 46 DEGREES 24 MINUTES 54 SECONDS EAST ALONG THE NORTHEASTERN LINE OF SAID PARCEL 1 A DISTANCE OF 70.70 FEET TO THE SOUTHEASTERN CORNER OF SAID PARCEL 1; THENCE NORTH 88 DEGREES 34 MINUTES 44 SECONDS EAST PARALLEL WITH AND 33 FEET NORTHERLY OF (MEASURED PERPENDICULAR TO) THE SOUTH LINE OF SAID NORTHWEST QUARTER SECTION 1068.01 FEET TO A POINT ON THE WESTERN LINE OF THE 3.006 ACRE TRACT DESCRIBED IN DOCUMENT R2004-089553 IN THE OFFICE OF THE WILL COUNTY RECORDER; THENCE SOUTH 01 DEGREES 25 MINUTES 16 SECONDS EAST ALONG THE WESTERN LINE OF SAID 3.006 ACRE TRACT AND ITS SOUTHERLY EXTENSION 66.00 FEET TO A POINT LYING 33 FEET SOUTHERLY OF (MEASURED PERPENDICULAR TO) THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE SOUTH 88 DEGREES 34 MINUTES 44 SECONDS WEST PARALLEL WITH AND 33 FEET SOUTHERLY OF (MEASURED PERPENDICULAR TO) THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10 A DISTANCE OF 1068.02 FEET TO THE NORTHEASTERN CORNER OF THE AREA DEDICATED FOR THE PURPOSE OF A PUBLIC HIGHWAY TO THE STATE OF ILLINOIS DEPARTMENT OF PUBLIC WORKS AND BUILDINGS AND DESCRIBED AS PARCEL NO. 2 IN BOOK 927, PAGE 101 AS DOCUMENT 557865, ALSO DESCRIBED AS PARCEL NO. 2 IN BOOK 928, PAGE 205 AS DOCUMENT 570782 IN THE OFFICE OF THE WILL COUNTY RECORDER; THENCE SOUTH 43 DEGREES 35 MINUTES 06 SECONDS WEST ALONG THE SOUTHEASTERN LINE OF SAID PARCEL 2 A DISTANCE OF 70.72 FEET TO A CORNER OF SAID PARCEL 2; THENCE NORTH 01 DEGREES 24 MINUTES 31 SECONDS WEST ALONG THE NORTHERLY PROJECTION OF AN EASTERN LINE OF SAID PARCEL 2 A DISTANCE OF 83.00 FEET TO THE **POINT OF BEGINNING,** CONTAINING 76,289 SQUARE FEET OR 1.751 ACRES, MORE OR LESS.

CITY OF JOLIET OWNERSHIP DISCLOSURE FORM

The City of Joliet requires that applicants for zoning relief, subdivision approval, building permits and business licenses disclose the identity of all persons having an ownership interest in the business and the real property associated with the application. A copy of this form must be completed and submitted with other application materials. Failure to properly complete and submit this form may result in the denial of the application.

I. *INFORMATION ABOUT THE APPLICATION*

This form is submitted as part of an application for the following (check all that apply):

- ☐ Rezoning, Special Use Permit, Variation, or Other Zoning Relief (Complete Sections II and III)
- ☒ Preliminary Plat, Final Plat, or Record Plat of Subdivision (Complete Sections II and III)
- ☐ Building Permit (Complete Sections II and III)
- ☐ Business License (Complete All Sections)

II. *INFORMATION ABOUT THE PROPERTY*

The address and PIN(s) of the real property associated with this application are:

A portion of Breen Road East of Route 53

PIN(s): 10-11-10-100-010-0000 & 10-11-10-300-001-0000

III. *PROPERTY OWNERSHIP*

Select the type of owner of the real property associated with this application and fill in the appropriate contact information below:

☐	**Individual:**	State the names, addresses, and phone #'s of the individual owner(s)
☐	**Corporation:**	State the names, addresses, and phone #'s of all persons holding 3% or more of the stock of the corporation and the percentage of shares held by such stockholders
☒	**Limited Liability Company:**	State the names, addresses, and phone #'s of all members of the company along with the percentage of ownership held by each member
☐	**Land Trust:**	State the names, addresses, and phone #'s of the trustee(s) and all beneficiaries
☐	**Partnership:**	State the names, addresses, and phone #'s of all partners
☐	**Other type of organization:**	State the names, addresses, and phone #'s of all persons having a legal or equitable ownership interest in the organization or the right to direct the affairs of the organization

TCIH Land Holdings, LLC - SEE ATTACHED

E-MAIL: _____ **FAX:** _____

IV. BUSINESS OWNERSHIP

If the owner of the business is different than the owner of the real property associated with the application, then the following information must be provided:

Select the type of business owner associated with this application and fill in the contact information below:

☐	**Individual:**	State the names, addresses, and phone #'s of the individual owner(s)
☐	**Corporation:**	State the names, addresses, and phone #'s of all persons holding 3% or more of the stock of the corporation and the percentage of shares held by such stockholders
☐	**Limited Liability Company:**	State the names, addresses, and phone #'s of all members of the company along with the percentage of ownership held by each member
☐	**Partnership:**	State the names, addresses, and phone #'s of all partners
☐	**Other type of organization:**	State the names, addresses, and phone #'s of all persons having a legal or equitable ownership interest in the organization

_____

_____

_____

_____

E-MAIL:_____ **FAX:**_____

NOTE:
If a stockholder, member, beneficiary or partner disclosed in Section III or Section IV is not an individual, then the individuals holding the legal or equitable title to the real property or business associated with the application must also be disclosed. For example, if the real property associated with an application is owned by a land trust, and the beneficiary of the land trust is a limited liability company, then the members of the limited liability company must be disclosed. If one of the members of the limited liability company is a partnership, then the identity of the partners must be disclosed. If one of the partners is a corporation, then all persons owning 3% or more of the issued stock must be disclosed.

SIGNED:_____

DATE:2/25/2026_____

Name, Title, and Telephone Numbers of Person Completing and Submitting This Form:
Nathaniel Hagedorn, Manager of NorthPoint Development, LLC, Manager of East Gate – Logistics Park Chicago, LLC, Sole Member of TCIH Land Holdings, LLC

_____

Ownership Disclosure Form Attachment:

Property Owner: TCIH Land Holdings, LLC

Owner Contact Person: Nathaniel Hagedorn

Owner Address: 3315 N. Oak Trafficway, Kansas City, MO 64116

Owner Phone: [redacted]

Sole Member of Property Owner: East Gate – Logistics Park Chicago, LLC

Members of: East Gate – Logistics Park Chicago, LLC

1. Abrams Capital Partners I, L.P., a Delaware limited partnership
2. Abrams Capital Partners II, L.P., a Delaware limited partnership
3. Riva Capital Partners IV, L.P., a Delaware limited partnership
4. NP East Gate, LLC, a Missouri limited liability company

Members of NP East Gate, LLC

1. Brandmeyer Holdings IX, LLC
2. MAV Boys LLC
3. FFIP III, L.P.
4. Pamela A. Breuckmann, not individually, but as Trustee of the Amended and Restated Pamela A. Breuckmann Revocable Trust u/t/a dated March 10, 2017
5. NorthPoint Holdings, LLC

Members of NorthPoint Holdings, LLC

1. Nathaniel Hagedorn
2. FFIP III, LP
3. Brandmeyer Holdings – Northpoint, LLC
4. Pamela A. Breuckmann, not individually, but as Trustee of the Amended and Restated Pamela A. Breuckmann Revocable Trust u/t/a dated March 10, 2017
5. Brandmeyer Holdings – Northpoint II, LLC

PLAT OF VACATION

(FOR ROADWAY PURPOSES)

OF

THAT PART OF THE NORTHWEST QUARTER AND THAT PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, BEING BOUNDED AS FOLLOWS:

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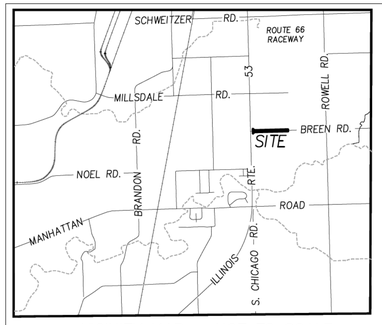
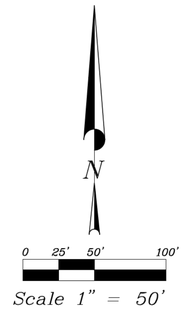


VICINITY MAP – NOT TO SCALE



Scale 1" = 50'

BASIS OF BEARINGS

ILLINOIS STATE PLANE
EAST ZONE (NAD 83)
BROUGHT UP TO GROUND COORDINATES

PARCEL INDEX NUMBER:
10–11–10–100–010–0000

3.006 ACRE TRACT
DOC. NO. R2004–089553
PARCEL INDEX NUMBER:
10–11–10–100–008–0000

LOT 10
THIRD COAST INTERMODAL
HUB 1 – UNIT 1
DOC. NO. R2023–037601

ILLINOIS ROUTE 53

TRANSIT LINE FOR ROUTE 53

I.D.O.T. RIGHT OF WAY PER
BOOK 927, PAGE 89, DOC. NO. 557862

I.D.O.T. RIGHT OF WAY PER PARCEL 1
IN BOOK 927, PAGE 101, DOC. NO.
557865 AND PARCEL 1 IN BOOK 928,
PAGE 205, DOC. NO. 570782

ELECTRIC MANHOLE

APPROXIMATE LOCATION OF 12" D.I.P.
WATERMAIN PER CITY OF JOLIET

APPROXIMATE LOCATION OF
WATERMAIN PER
CITY OF JOLIET
10" D.I.P.

N01°24'31"W
83.00'

POINT OF
BEGINNING

S46°24'54"E
70.70'

SOUTH LINE OF THE NORTHWEST
QUARTER OF SECTION 10–34–10

N88°34'44"E 1,068.01'

33'
33'

S01°25'16"E
66.00'

TELEPHONE
MANHOLE

N88°34'44"E
85.99'

LIGHT POLE
WITH LIGHT
MAST

S43°35'06"W
70.72'

NORTH LINE OF THE SOUTHWEST
QUARTER OF SECTION 10–34–10

S88°34'44"W 1,068.02'

BREEN ROAD
HEREBY VACATED

PARCEL INDEX NUMBER:
10–11–10–300–001–0000

N01°24'31"W
83.00'

LOT 2
THIRD COAST INTERMODAL
HUB 1 – UNIT 1
DOC. NO. R2023–037601

I.D.O.T. RIGHT OF WAY PER
BOOK 927, PAGE 83, DOC. NO. 557860

WEST LINE OF THE SOUTHWEST
QUARTER OF SECTION 10–34–10

I.D.O.T. RIGHT OF WAY PER PARCEL 2
IN BOOK 927, PAGE 101, DOC. NO.
557865 AND PARCEL 2 IN BOOK 928,
PAGE 205, DOC. NO. 570782

APPROXIMATE LOCATION UNDERGROUND OIL
PIPELINE BASED ON FIELD MARKERS

ELECTRIC MANHOLE

APPROXIMATE LOCATION OF 2" GAS
MAIN PER NICOR GAS MAPS J27092
DATE UPDATED 10/3/2019, J27101
DATE UPDATED 7/18/2017 & J27103
DATE UPDATED 08/07/2011

LEGEND

- *FIRE HYDRANT*
- *LIGHT POLE (MAST ARM)*
- *POWER POLE*
- *TELEPHONE MANHOLE*
- *TELEPHONE PEDESTAL*
- *ELECTRIC MANHOLE*

ABBREVIATIONS:

DIP	*DUCTILE CAST IRON PIPE*
DOC.	*DOCUMENT*
NO.	*NUMBER*

- *OVERHEAD ELECTRIC LINE*
- *UNDERGROUND GAS MAIN*
- *UNDERGROUND OIL PIPELINE*
- *UNDERGROUND WATER MAIN*

JACOB & HEFNER
ASSOCIATES
1333 Butterfield Road, Suite 300, Downers Grove, IL 60515
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www.jacobandhefner.com
Illinois Professional Design Firm
License No. 184-003073 Exp. 4/30/27

REVISED: 03–10–26 – PER CITY COMMENTS

SHEET 1 OF 2

Survey No.:	F345m
Ordered By.:	*NORTHPOINT DEVELOPMENT*
Description:	*PLAT OF ROADWAY VACATION*
Date Prepared:	*FEBRUARY 23, 2026*
Scale:	*1" = 50'* — *Field Work:* N/A — *Prepared By:* TGW / CED

H:\F345\F345m\SURVEY\VACATION\F345m Vacation Breen Rd.DWG

PLAT OF VACATION

(FOR ROADWAY PURPOSES)

OF

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CERTIFICATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

This is to certify that the attached plat was approved by the Illinois Department of Transportation.

on this _____ day of _____, 2026.

By: _____

_____
(PLEASE SIGN & PRINT)

CERTIFICATE OF CITY PUBLIC WORKS

STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

This is to certify that the attached plat was approved by the Department of Public Works of the City of Joliet, Will County, Illinois,

on this _____ day of _____, 2026.

By: _____

_____
Director
(PLEASE SIGN & PRINT)

CERTIFICATE OF CITY PUBLIC UTILITIES

STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

This is to certify that the attached plat was approved by the Department of Public Utilities of the City of Joliet, Will County, Illinois,

on this _____ day of _____, 2026.

By: _____

_____
Director
(PLEASE SIGN & PRINT)

WILL COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

THIS INSTRUMENT NO. _____
WAS FILED FOR RECORD IN THE RECORDER'S OF WILL COUNTY, AFORESAID ON

THE _____ DAY OF _____, 2026

AT _____ O'CLOCK ____. M.

_____
WILL COUNTY RECORDER

CERTIFICATE OF CITY COUNCIL

STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

This is to certify that the attached plat was approved by the Mayor and City Council of the City of Joliet, Will County, Illinois,

on this _____ day of _____, 2026.

By: _____ Attest: _____

_____ _____
Mayor (PLEASE SIGN & PRINT) City Clerk (PLEASE SIGN & PRINT)

CERTIFICATE OF WILL COUNTY ENGINEER

STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

This is to certify that the attached plat was approved by the Will County Engineer.

on this _____ day of _____, 2026.

By: _____

_____
Will County Engineer
(PLEASE SIGN & PRINT)

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, TIMOTHY G. WOLFE, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35–003535, DO HEREBY CERTIFY THAT I HAVE PREPARED THIS PLAT OF VACATION FOR THAT PORTION OF BREEN ROAD AS DESCRIBED AND DEPICTED HEREON.

DATED THIS 10th DAY OF MARCH IN THE YEAR 2026.

TIMOTHY G. WOLFE
35–003535 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS
DOWNERS GROVE

_____
TIMOTHY G. WOLFE
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35–003535
JACOB & HEFNER ASSOCIATES
MY LICENSE EXPIRES NOVEMBER 30, 2026

JACOB & HEFNER
ASSOCIATES
1333 Butterfield Road, Suite 300, Downers Grove, IL 60515
PHONE: (630) 652-4600, FAX: (630) 652-4601
www.jacobandhefner.com
Illinois Professional Design Firm
License No. 184-003073 Exp. 4/30/27

REVISED: 03–10–26 – PER CITY COMMENTS

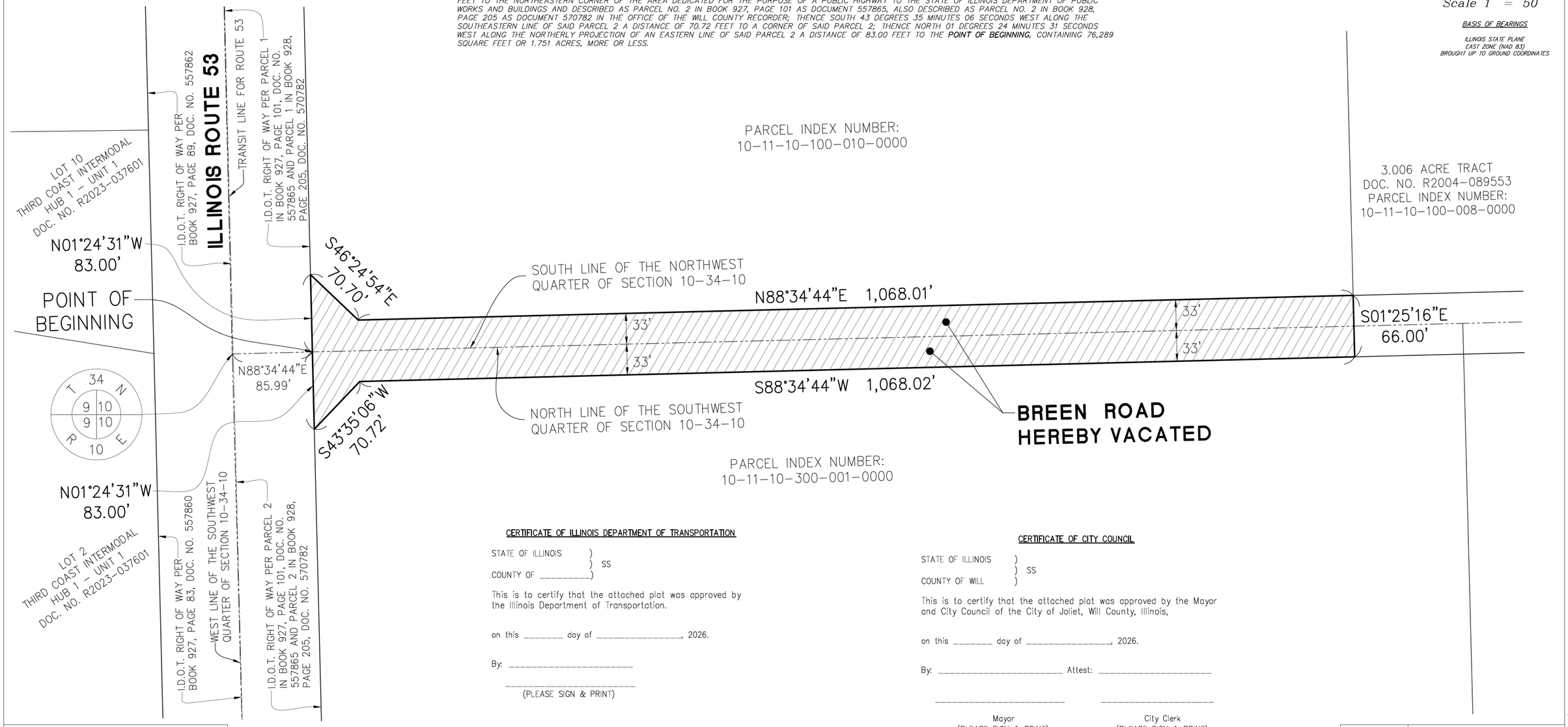
Survey No.:	F345m
Ordered By.:	NORTHPOINT DEVELOPMENT
Description:	PLAT OF ROADWAY VACATION
Date Prepared:	FEBRUARY 23, 2026
Scale: 1" = 50'	Field Work: N/A; Prepared By: TGW

N:\F345\F345m\SURVEY\VACATION\F345m Vacation Breen RdDWG

PLAT OF VACATION
(FOR ROADWAY PURPOSES)
OF

THAT PART OF THE NORTHWEST QUARTER AND THAT PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, BEING BOUNDED AS FOLLOWS:

*COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 10; THENCE NORTH 88 DEGREES 34 MINUTES 44 SECONDS EAST (BASIS OF BEARINGS – ILLINOIS STATE PLANE COORDINATES EAST ZONE (NAD83)) ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER SECTION 85.99 FEET TO THE **POINT OF BEGINNING** OF THIS DESCRIPTION, SAID POINT LYING ON THE SOUTHERLY PROJECTION OF AN EASTERN LINE OF THE AREA DEDICATED FOR THE PURPOSE OF A PUBLIC HIGHWAY TO THE STATE OF ILLINOIS DEPARTMENT OF PUBLIC WORKS AND BUILDINGS AND DESCRIBED AS PARCEL NO. 1 IN BOOK 927, PAGE 101 AS DOCUMENT 557865, ALSO DESCRIBED AS PARCEL NO. 1 IN BOOK 928, PAGE 205 AS DOCUMENT 570782 IN THE OFFICE OF THE WILL COUNTY RECORDER; THENCE NORTH 01 DEGREES 24 MINUTES 31 SECONDS WEST ALONG SAID SOUTHERLY PROJECTION LINE 83.00 FEET TO A CORNER OF SAID PARCEL 1; THENCE SOUTH 46 DEGREES 24 MINUTES 54 SECONDS EAST ALONG THE NORTHEASTERN LINE OF SAID PARCEL 1 A DISTANCE OF 70.70 FEET TO THE SOUTHEASTERN CORNER OF SAID PARCEL 1; THENCE NORTH 88 DEGREES 34 MINUTES 44 SECONDS EAST PARALLEL WITH AND 33 FEET NORTHERLY OF (MEASURED PERPENDICULAR TO) THE SOUTH LINE OF SAID NORTHWEST QUARTER SECTION 1068.01 FEET TO A POINT ON THE WESTERN LINE OF THE 3.006 ACRE TRACT DESCRIBED IN DOCUMENT R2004–089553 IN THE OFFICE OF THE WILL COUNTY RECORDER; THENCE SOUTH 01 DEGREES 25 MINUTES 16 SECONDS EAST ALONG THE WESTERN LINE OF SAID 3.006 ACRE TRACT AND ITS SOUTHERLY EXTENSION 66.00 FEET TO A POINT LYING 33 FEET SOUTHERLY OF (MEASURED PERPENDICULAR TO) THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE SOUTH 88 DEGREES 34 MINUTES 44 SECONDS WEST PARALLEL WITH AND 33 FEET SOUTHERLY OF (MEASURED PERPENDICULAR TO) THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10 A DISTANCE OF 1068.02 FEET TO THE NORTHEASTERN CORNER OF THE AREA DEDICATED FOR THE PURPOSE OF A PUBLIC HIGHWAY TO THE STATE OF ILLINOIS DEPARTMENT OF PUBLIC WORKS AND BUILDINGS AND DESCRIBED AS PARCEL NO. 2 IN BOOK 927, PAGE 101 AS DOCUMENT 557865, ALSO DESCRIBED AS PARCEL NO. 2 IN BOOK 928, PAGE 205 AS DOCUMENT 570782 IN THE OFFICE OF THE WILL COUNTY RECORDER; THENCE SOUTH 43 DEGREES 35 MINUTES 06 SECONDS WEST ALONG THE SOUTHEASTERN LINE OF SAID PARCEL 2 A DISTANCE OF 70.72 FEET TO A CORNER OF SAID PARCEL 2; THENCE NORTH 01 DEGREES 24 MINUTES 31 SECONDS WEST ALONG THE NORTHERLY PROJECTION OF AN EASTERN LINE OF SAID PARCEL 2 A DISTANCE OF 83.00 FEET TO THE **POINT OF BEGINNING**, CONTAINING 76,289 SQUARE FEET OR 1.751 ACRES, MORE OR LESS.*



N

0 25' 50' 100'

Scale 1" = 50'

BASIS OF BEARINGS

ILLINOIS STATE PLANE
EAST ZONE (NAD 83)
BROUGHT UP TO GROUND COORDINATES

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, TIMOTHY G. WOLFE, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35–003535, DO HEREBY CERTIFY THAT I HAVE PREPARED THIS PLAT OF VACATION FOR THAT PORTION OF BREEN ROAD AS DESCRIBED AND DEPICTED HEREON.

DATED THIS 23rd DAY OF FEBRUARY IN THE YEAR 2026.

TIMOTHY G WOLFE 35–003535 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS DOWNERS GROVE

TIMOTHY G. WOLFE
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35–003535
JACOB & HEFNER ASSOCIATES
MY LICENSE EXPIRES NOVEMBER 30, 2026

CERTIFICATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

This is to certify that the attached plat was approved by the Illinois Department of Transportation.

on this _____ day of _____, 2026.

By: _____

_____
(PLEASE SIGN & PRINT)

CERTIFICATE OF CITY COUNCIL

STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

This is to certify that the attached plat was approved by the Mayor and City Council of the City of Joliet, Will County, Illinois,

on this _____ day of _____, 2026.

By: _____ Attest: _____

_____ _____
Mayor (PLEASE SIGN & PRINT) City Clerk (PLEASE SIGN & PRINT)

JACOB & HEFNER ASSOCIATES
1333 Butterfield Road, Suite 300, Downers Grove, IL 60515
PHONE: (630) 652-4600, FAX: (630) 652-4601
www.jacobandhefner.com
Illinois Professional Design Firm
License No. 184-003073 Exp. 4/30/27

Survey No.:	F345m		
Ordered By.:	NORTHPOINT DEVELOPMENT		
Description:	PLAT OF ROADWAY VACATION		
Date Prepared:	FEBRUARY 23, 2026		
Scale:	1" = 50'	Field Work:	N/A
		Prepared By:	TGW

N:\F345\F345m\SURVEY\VACATION\F345m Vacation Breen Rd.DWG

PART OF P.I.N. 10-11-10-100-010-0000
PART OF P.I.N. 10-11-10-300-001-0000

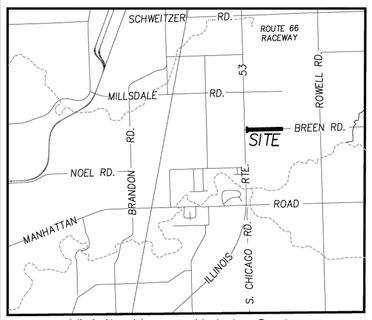
PLAT OF EASEMENT

(FOR PUBLIC UTILITY PURPOSES)

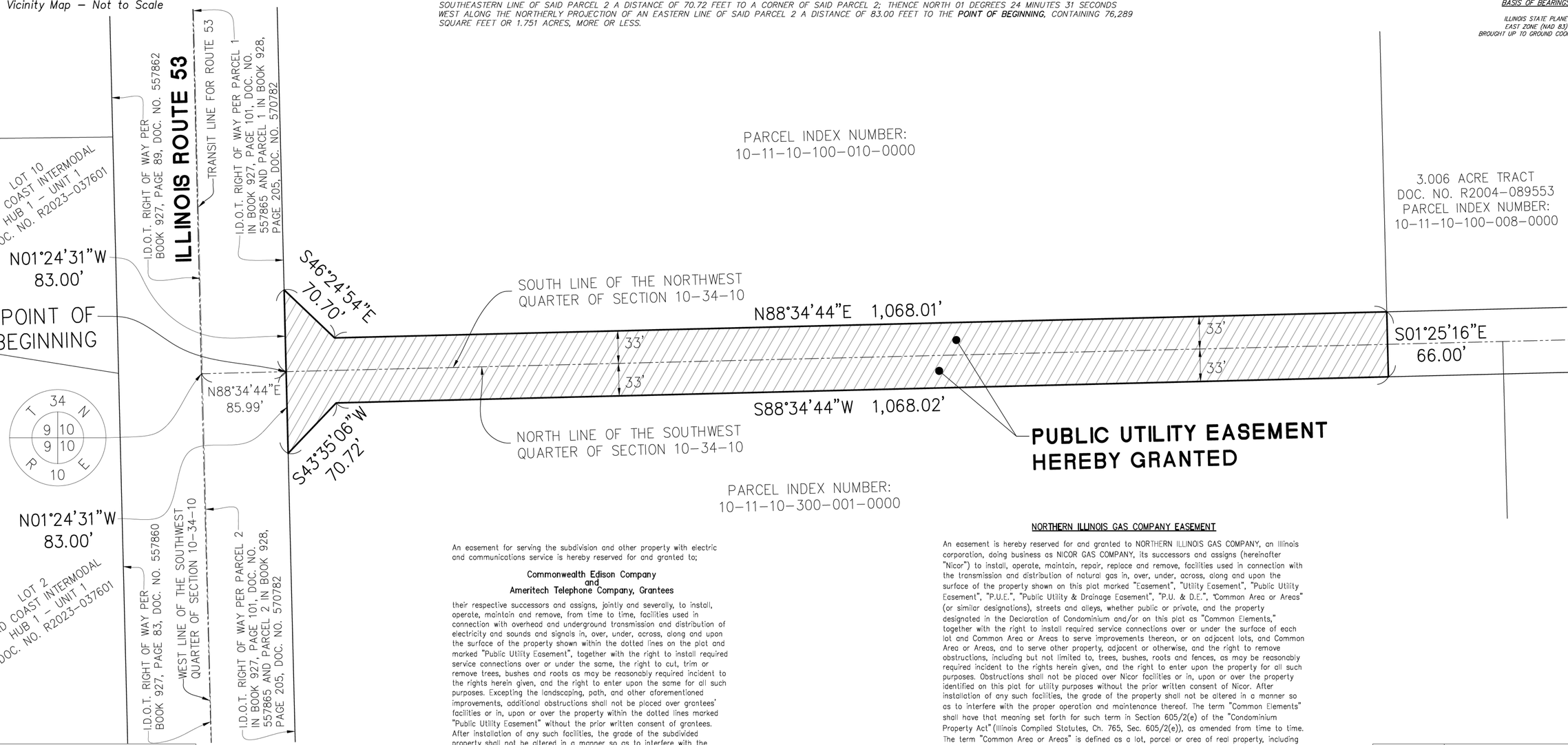
OF

THAT PART OF THE NORTHWEST QUARTER AND THAT PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, BEING BOUNDED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 10; THENCE NORTH 88 DEGREES 34 MINUTES 44 SECONDS EAST (BASIS OF BEARINGS – ILLINOIS STATE PLANE COORDINATES EAST ZONE (NAD83)) ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER SECTION 85.99 FEET TO THE ***POINT OF BEGINNING*** *OF THIS DESCRIPTION, SAID POINT LYING ON THE SOUTHERLY PROJECTION OF AN EASTERN LINE OF THE AREA DEDICATED FOR THE PURPOSE OF A PUBLIC HIGHWAY TO THE STATE OF ILLINOIS DEPARTMENT OF PUBLIC WORKS AND BUILDINGS AND DESCRIBED AS PARCEL NO. 1 IN BOOK 927, PAGE 101 AS DOCUMENT 557865, ALSO DESCRIBED AS PARCEL NO. 1 IN BOOK 928, PAGE 205 AS DOCUMENT 570782 IN THE OFFICE OF THE WILL COUNTY RECORDER; THENCE NORTH 01 DEGREES 24 MINUTES 31 SECONDS WEST ALONG SAID SOUTHERLY PROJECTION LINE 83.00 FEET TO A CORNER OF SAID PARCEL 1; THENCE SOUTH 46 DEGREES 24 MINUTES 54 SECONDS EAST ALONG THE NORTHEASTERN LINE OF SAID PARCEL 1 A DISTANCE OF 70.70 FEET TO THE SOUTHEASTERN CORNER OF SAID PARCEL 1; THENCE NORTH 88 DEGREES 34 MINUTES 44 SECONDS EAST PARALLEL WITH AND 33 FEET NORTHERLY OF (MEASURED PERPENDICULAR TO) THE SOUTH LINE OF SAID NORTHWEST QUARTER SECTION 1068.01 FEET TO A POINT ON THE WESTERN LINE OF THE 3.006 ACRE TRACT DESCRIBED IN DOCUMENT R2004-089553 IN THE OFFICE OF THE WILL COUNTY RECORDER; THENCE SOUTH 01 DEGREES 25 MINUTES 16 SECONDS EAST ALONG THE WESTERN LINE OF SAID 3.006 ACRE TRACT AND ITS SOUTHERLY EXTENSION 66.00 FEET TO A POINT LYING 33 FEET SOUTHERLY OF (MEASURED PERPENDICULAR TO) THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE SOUTH 88 DEGREES 34 MINUTES 44 SECONDS WEST PARALLEL WITH AND 33 FEET SOUTHERLY OF (MEASURED PERPENDICULAR TO) THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10 A DISTANCE OF 1068.02 FEET TO THE NORTHEASTERN CORNER OF THE AREA DEDICATED FOR THE PURPOSE OF A PUBLIC HIGHWAY TO THE STATE OF ILLINOIS DEPARTMENT OF PUBLIC WORKS AND BUILDINGS AND DESCRIBED AS PARCEL NO. 2 IN BOOK 927, PAGE 101 AS DOCUMENT 557865, ALSO DESCRIBED AS PARCEL NO. 2 IN BOOK 928, PAGE 205 AS DOCUMENT 570782 IN THE OFFICE OF THE WILL COUNTY RECORDER; THENCE SOUTH 43 DEGREES 35 MINUTES 06 SECONDS WEST ALONG THE SOUTHEASTERN LINE OF SAID PARCEL 2 A DISTANCE OF 70.72 FEET TO A CORNER OF SAID PARCEL 2; THENCE NORTH 01 DEGREES 24 MINUTES 31 SECONDS WEST ALONG THE NORTHERLY PROJECTION OF AN EASTERN LINE OF SAID PARCEL 2 A DISTANCE OF 83.00 FEET TO THE* ***POINT OF BEGINNING****, CONTAINING 76,289 SQUARE FEET OR 1.751 ACRES, MORE OR LESS.*



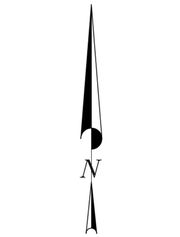
Vicinity Map – Not to Scale



PARCEL INDEX NUMBER:
10-11-10-100-010-0000

3.006 ACRE TRACT
DOC. NO. R2004-089553
PARCEL INDEX NUMBER:
10-11-10-100-008-0000

PARCEL INDEX NUMBER:
10-11-10-300-001-0000



Scale 1" = 50'

BASIS OF BEARINGS

ILLINOIS STATE PLANE EAST ZONE (NAD 83) BROUGHT UP TO GROUND COORDINATES

An easement for serving the subdivision and other property with electric and communications service is hereby reserved for and granted to;

Commonwealth Edison Company and Ameritech Telephone Company, Grantees

their respective successors and assigns, jointly and severally, to install, operate, maintain and remove, from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and sounds and signals in, over, under, across, along and upon the surface of the property shown within the dotted lines on the plat and marked "Public Utility Easement", together with the right to install required service connections over or under the same, the right to cut, trim or remove trees, bushes and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the same for all such purposes. Excepting the landscaping, path, and other aforementioned improvements, additional obstructions shall not be placed over grantees' facilities or in, upon or over the property within the dotted lines marked "Public Utility Easement" without the prior written consent of grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered in a manner so as to interfere with the proper operation and maintenance thereof. Relocation of facilities will be done by Grantees at cost of Grantor/Lot Owner, upon written request.

NORTHERN ILLINOIS GAS COMPANY EASEMENT

An easement is hereby reserved for and granted to NORTHERN ILLINOIS GAS COMPANY, an Illinois corporation, doing business as NICOR GAS COMPANY, its successors and assigns (hereinafter "Nicor") to install, operate, maintain, repair, replace and remove, facilities used in connection with the transmission and distribution of natural gas in, over, under, across, along and upon the surface of the property shown on this plat marked "Easement", "Utility Easement", "Public Utility Easement", "P.U.E.", "Public Utility & Drainage Easement", "P.U. & D.E.", "Common Area or Areas" (or similar designations), streets and alleys, whether public or private, and the property designated in the Declaration of Condominium and/or on this plat as "Common Elements," together with the right to install required service connections over or under the surface of each lot and Common Area or Areas to serve improvements thereon, or on adjacent lots, and Common Area or Areas, and to serve other property, adjacent or otherwise, and the right to remove obstructions, including but not limited to, trees, bushes, roots and fences, as may be reasonably required incident to the rights herein given, and the right to enter upon the property for all such purposes. Obstructions shall not be placed over Nicor facilities or in, upon or over the property identified on this plat for utility purposes without the prior written consent of Nicor. After installation of any such facilities, the grade of the property shall not be altered in a manner so as to interfere with the proper operation and maintenance thereof. The term "Common Elements" shall have that meaning set forth for such term in Section 605/2(e) of the "Condominium Property Act" (Illinois Compiled Statutes, Ch. 765, Sec. 605/2(e)), as amended from time to time. The term "Common Area or Areas" is defined as a lot, parcel or area of real property, including real property surfaced with interior driveways and walkways, the beneficial use and enjoyment of which is reserved in whole as an appurtenance to the separately owned lots, parcels or areas within the property, even though such areas may be designated on this plat by other terms.

JACOB & HEFNER ASSOCIATES
1333 Butterfield Road, Suite 300, Downers Grove, IL 60515
PHONE: (630) 652-4600, FAX: (630) 652-4601
www.jacobandhefner.com
Illinois Professional Design Firm
License No. 184-003073 Exp. 4/30/27

REVISED: 03-10-26 – PER CITY COMMENTS

Survey No.:	F345m		
Ordered By.:	*NORTHPOINT DEVELOPMENT*		
Description:	*PLAT OF EASEMENT*		
Date Prepared:	*FEBRUARY 23, 2026*		
Scale:	*1" = 50'*	*Field Work:*	*N/A*
		Prepared By:	*TGW*

H:\F345\F345m\SURVEY\Easements\F345m Easement 3.DWG

PART OF P.I.N. 10-11-10-100-010-0000
PART OF P.I.N. 10-11-10-300-001-0000

PLAT OF EASEMENT

(FOR PUBLIC UTILITY PURPOSES)

OF

THAT PART OF THE NORTHWEST QUARTER AND THAT PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, BEING BOUNDED AS FOLLOWS:

*COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 10; THENCE NORTH 88 DEGREES 34 MINUTES 44 SECONDS EAST (BASIS OF BEARINGS – ILLINOIS STATE PLANE COORDINATES EAST ZONE (NAD83)) ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER SECTION 85.99 FEET TO THE **POINT OF BEGINNING** OF THIS DESCRIPTION, SAID POINT LYING ON THE SOUTHERLY PROJECTION OF AN EASTERN LINE OF THE AREA DEDICATED FOR THE PURPOSE OF A PUBLIC HIGHWAY TO THE STATE OF ILLINOIS DEPARTMENT OF PUBLIC WORKS AND BUILDINGS AND DESCRIBED AS PARCEL NO. 1 IN BOOK 927, PAGE 101 AS DOCUMENT 557865, ALSO DESCRIBED AS PARCEL NO. 1 IN BOOK 928, PAGE 205 AS DOCUMENT 570782 IN THE OFFICE OF THE WILL COUNTY RECORDER; THENCE NORTH 01 DEGREES 24 MINUTES 31 SECONDS WEST ALONG SAID SOUTHERLY PROJECTION LINE 83.00 FEET TO A CORNER OF SAID PARCEL 1; THENCE SOUTH 46 DEGREES 24 MINUTES 54 SECONDS EAST ALONG THE NORTHEASTERN LINE OF SAID PARCEL 1 A DISTANCE OF 70.70 FEET TO THE SOUTHEASTERN CORNER OF SAID PARCEL 1; THENCE NORTH 88 DEGREES 34 MINUTES 44 SECONDS EAST PARALLEL WITH AND 33 FEET NORTHERLY OF (MEASURED PERPENDICULAR TO) THE SOUTH LINE OF SAID NORTHWEST QUARTER SECTION 1068.01 FEET TO A POINT ON THE WESTERN LINE OF THE 3.006 ACRE TRACT DESCRIBED IN DOCUMENT R2004-089553 IN THE OFFICE OF THE WILL COUNTY RECORDER; THENCE SOUTH 01 DEGREES 25 MINUTES 16 SECONDS EAST ALONG THE WESTERN LINE OF SAID 3.006 ACRE TRACT AND ITS SOUTHERLY EXTENSION 66.00 FEET TO A POINT LYING 33 FEET SOUTHERLY OF (MEASURED PERPENDICULAR TO) THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE SOUTH 88 DEGREES 34 MINUTES 44 SECONDS WEST PARALLEL WITH AND 33 FEET SOUTHERLY OF (MEASURED PERPENDICULAR TO) THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10 A DISTANCE OF 1068.02 FEET TO THE NORTHEASTERN CORNER OF THE AREA DEDICATED FOR THE PURPOSE OF A PUBLIC HIGHWAY TO THE STATE OF ILLINOIS DEPARTMENT OF PUBLIC WORKS AND BUILDINGS AND DESCRIBED AS PARCEL NO. 2 IN BOOK 927, PAGE 101 AS DOCUMENT 557865, ALSO DESCRIBED AS PARCEL NO. 2 IN BOOK 928, PAGE 205 AS DOCUMENT 570782 IN THE OFFICE OF THE WILL COUNTY RECORDER; THENCE SOUTH 43 DEGREES 35 MINUTES 06 SECONDS WEST ALONG THE SOUTHEASTERN LINE OF SAID PARCEL 2 A DISTANCE OF 70.72 FEET TO A CORNER OF SAID PARCEL 2; THENCE NORTH 01 DEGREES 24 MINUTES 31 SECONDS WEST ALONG THE NORTHERLY PROJECTION OF AN EASTERN LINE OF SAID PARCEL 2 A DISTANCE OF 83.00 FEET TO THE **POINT OF BEGINNING**, CONTAINING 76,289 SQUARE FEET OR 1.751 ACRES, MORE OR LESS.*

OWNERS CERTIFICATE

STATE OF _____)
) SS
COUNTY OF _____)

THIS IS TO CERTIFY THAT TCIH LAND HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, IS THE HOLDER OF THE RECORD TITLE TO THE PROPERTY DESCRIBED HEREON, AND HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN BY THIS PLAT FOR THE USES AND PURPOSES HEREIN SET FORTH AND THAT SAID TCIH LAND HOLDINGS, LLC HEREBY ACKNOWLEDGES AND ADOPTS THE SAME UNDER THE STYLE AND TITLE HEREON SHOWN.

DATED THIS _____ DAY OF _____, 2026.

TCIH LAND HOLDINGS, LLC
3315 N. OAK TRAFFICWAY
KANSAS CITY, MO 64116

TCIH LAND HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY

By: EAST GATE – LOGISTICS PARK CHICAGO, LLC,
a Delaware limited liability company, Sole Member

By: NorthPoint Development, LLC
a Missouri limited liability company, Manager

By: _____
Nathaniel Hagedorn, Manager

NOTARY CERTIFICATE

STATE OF _____)
) SS
COUNTY OF _____)

I, _____
A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO

HEREBY CERTIFY THAT_____,
PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE SIGNED AND DELIVERED THE FOREGOING INSTRUMENT AS HIS/HER OWN FREE AND VOLUNTARY ACT, AS OFFICER OF TCIH LAND HOLDINGS, LLC, FOR THE USES AND PURPOSES SET FORTH.

GIVEN UNDER MY HAND AND SEAL

THIS _____ DAY OF _____, 2026.

_____
NOTARY PUBLIC

MORTGAGEE CERTIFICATE

STATE OF _____)
) SS
COUNTY OF _____)

UMB BANK, N.A., A NATIONAL BANKING ASSOCIATION, AS MORTGAGEE UNDER MORTGAGE RECORDED AS DOCUMENT NUMBER R2022089316, HEREBY CONSENTS TO THE RECORDING OF THE SUBDIVISION AS HEREIN SHOWN. IN WITNESS WHEREOF, THE SAID BANK HAS CAUSED THIS INSTRUMENT TO BE SIGNED BY ITS DULY AUTHORIZED OFFICERS ON ITS BEHALF.

DATED AT _____, _____.

THIS _____ DAY OF _____, 2026.

ATTEST: _____

BY: _____

NOTARY CERTIFICATE

STATE OF _____)
) SS
COUNTY OF _____)

I, _____
A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID,

DO HEREBY CERTIFY THAT _____,

AND _____,

OF SAID BANK WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH PRESIDENT AND SECRETARY RESPECTIVELY, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT OF SAID BANK AND SAID SECRETARY AS CUSTODIAN OF THE CORPORATE SEAL OF SAID BANK DID AFFIX SAID SEAL OF SAID BANK TO SAID INSTRUMENT AS HIS/HER OWN FREE AND VOLUNTARY ACT OF SAID BANK; AS AFORESAID, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL

THIS _____ DAY OF _____, 2026.

_____
NOTARY PUBLIC

PUBLIC UTILITY EASEMENT PROVISIONS (P.U.E.)

Easements are hereby reserved for and granted to the City of Joliet and their successors and assigns and to those public utility companies operating under franchise from the City including but not limited to Commonwealth Edison Company, Ameritech, Continental Cable, Northern Illinois Gas Company, and their successors and assigns over and through all the areas marked or shown as "**Public Utility Easements**" (**P.U.E.**) for the perpetual right, privilege and authority to construct, reconstruct, repair, inspect, maintain and operate various utility transmission and distribution systems, community antenna television systems, including but not limited to municipal sanitary sewer systems, water main systems, and storm drain systems, together with any and all necessary manholes, catch basins, connections, appliances and other structures and appurtenances as may be deemed necessary over, upon, along, under and through said easements, together with the right of access across the property for the necessary personnel and equipment to do any of the above work. The right is also granted to cut down, trim or remove any trees, shrubs or other plants on the easements that interfere with the operation of the sewer or other utilities, facilities, or drainage within said easements. No permanent buildings or structures shall be placed on said easements, but same may be used for fencing, curb & gutter, pavement, gardens, shrubs, landscaping, pedestrian or bicycle paths, and other purposes that do not then or later interfere with the aforesaid uses or rights. Where an easement is used both for municipal and other utilities, the other utility installation shall be subject to the ordinances of the City of Joliet.

Easements are hereby reserved and granted to the City of Joliet and other governmental authorities having jurisdiction of the land subdivided hereby, over the entire Public Utility Easement area for ingress, egress, and the performance of municipal and other governmental services, including water, storm and sanitary sewer service and maintenance.

CERTIFICATE OF CITY PUBLIC WORKS

STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

This is to certify that the attached plat was approved by the Department of Public Works of the City of Joliet, Will County, Illinois,

on this _____ day of _____, 2026.

By: _____

_____
Director
(PLEASE SIGN & PRINT)

CERTIFICATE OF CITY PUBLIC UTILITIES

STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

This is to certify that the attached plat was approved by the Department of Public Utilities of the City of Joliet, Will County, Illinois,

on this _____ day of _____, 2026.

By: _____

_____
Director
(PLEASE SIGN & PRINT)

WILL COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

THIS INSTRUMENT NO. _____
WAS FILED FOR RECORD IN THE RECORDER'S OF WILL COUNTY, AFORESAID ON

THE _____ DAY OF _____, 2026

AT _____ O'CLOCK _____. M.

_____
WILL COUNTY RECORDER

CERTIFICATE OF CITY COUNCIL

STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

This is to certify that the attached plat was approved by the Mayor and City Council of the City of Joliet, Will County, Illinois,

on this _____ day of _____, 2026.

By: _____ Attest: _____

_____ _____
Mayor (PLEASE SIGN & PRINT) | City Clerk (PLEASE SIGN & PRINT)

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT AT THE REQUEST OF THE OWNERS, I, TIMOTHY G. WOLFE, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE PREPARED THIS PLAT OF EASEMENT FOR THE USES AND PURPOSES HEREON SET FORTH.

GIVEN UNDER MY HAND AND SEAL, THIS 10th DAY OF MARCH, 2026.

TIMOTHY G WOLFE
35-003535
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
DOWNERS GROVE

_____
TIMOTHY G. WOLFE
JACOB & HEFNER ASSOCIATES, INC.
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-003535
MY LICENSE EXPIRES NOVEMBER 30, 2026

JACOB & HEFNER
ASSOCIATES
1333 Butterfield Road, Suite 300, Downers Grove, IL 60515
PHONE: (630) 652-4600, FAX: (630) 652-4601
www.jacobandhefner.com
Illinois Professional Design Firm
License No. 184-003073 Exp. 4/30/27

REVISED: 03-10-26 – PER CITY COMMENTS

Survey No.:	F345m		
Ordered By.:	*NORTHPOINT DEVELOPMENT*		
Description:	*PLAT OF EASEMENT*		
Date Prepared:	*FEBRUARY 23, 2026*		
Scale:	*1" = N/A*	*Field Work:*	*N/A*
		Prepared By:	*TGW*

R:\F345\F345m\SURVEY\Easements\F345m Easement .SURVEY

GRADING LEGEND

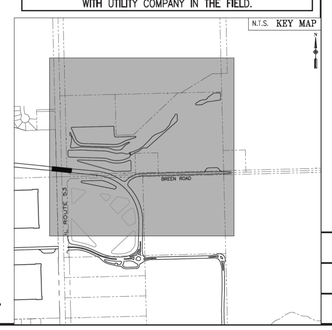
- XXX.XX = PROPOSED SPOT GRADE
- EX=XXX.XX = EXISTING ELEVATION
- ±XXX.XX(ME) = MATCH EXISTING ELEVATION
- = DRAINAGE FLOW ARROWS
- = OVERLAND FLOW ROUTE
- = 100-YEAR DESIGN STORM SEWER

GRADING NOTES

1) ALL SPOT ELEVATIONS ARE THE TOP OF PAVEMENT OR FINISHED GRADE ELEVATIONS.
2) ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IN PLACE PRIOR TO START OF CONSTRUCTION.
3) CONTRACTOR SHALL MAINTAIN POSITIVE SITE DRAINAGE DURING CONSTRUCTION.
4) ALL PROPOSED GRADES SHALL MATCH EXISTING GRADES AT THE PROPERTY LINE.
5) SEE SPECIFICATIONS FOR SUBGRADE AND STRUCTURAL FILL COMPACTION REQUIREMENTS. COORDINATE ALL FILL WITHIN PIPELINE EASEMENTS WITH THE CORRESPONDING PIPELINE COMPANY'S REPRESENTATIVE.
6) THE CROSS SLOPE ON ALL SIDEWALKS SHALL NOT EXCEED 1.5%.
7) DRIVEWAY SLOPES SHALL BE BETWEEN 2% AND 4%. IF THE DRIVEWAY LAYOUT OR LOCATION IS ALTERED, THE SLOPE SHALL BE CHECKED FOR SLOPE LIMITS.
8) NO CONSTRUCTION EQUIPMENT WILL BE ALLOWED TO CROSS THE PIPELINE(S) WITHOUT PRIOR APPROVAL FROM THE CORRESPONDING PIPELINE COMPANY. THE POSITIONING AND STORAGE OF EQUIPMENT, GIRDERS, SPOIL PILES, ETC. WITHIN PIPELINE OR OTHER EXISTING EASEMENTS WILL NOT BE PERMITTED. SEE UTILITY COMPANY'S RESTRICTIONS LISTS/CONSTRUCTION STANDARDS FOR FURTHER DETAILS.
9) REFER TO THE EARTHWORK SECTION ON SHEET C2.0 FOR SPECIFICATIONS ON EXCAVATION WITHIN WETLANDS AND FLOODPLAIN FILL.

EXISTING AT&T DISTRIBUTION LINES ANTICIPATED TO BE RELOCATED BY OTHERS. CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANY IN THE FIELD.

N.T.S. KEY MAP



GRAPHIC SCALE 1"= 100'
0 50' 100' 200'

No.	Description	Date
3	REVISED PER IDOT	11/25/25
2	REVISED PER CITY	09/12/24
1	ISSUED FOR REVIEW	12/22/23

OVERALL GRADING & DRAINAGE PLAN

THIRD COAST INTERMODAL HUB PHASE 2 - RTE. 53 BRIDGE

NORTHPOINT DEVELOPMENT

JOLIET, ILLINOIS

JACOB & HEFNER ASSOCIATES
1333 Butterfield Rd, Suite 300, Downers Grove, IL 60515
PHONE: (630) 652-4600, FAX: (630) 652-4601
www.jacobandhefner.com

F345m

1" = 100'

C4.0

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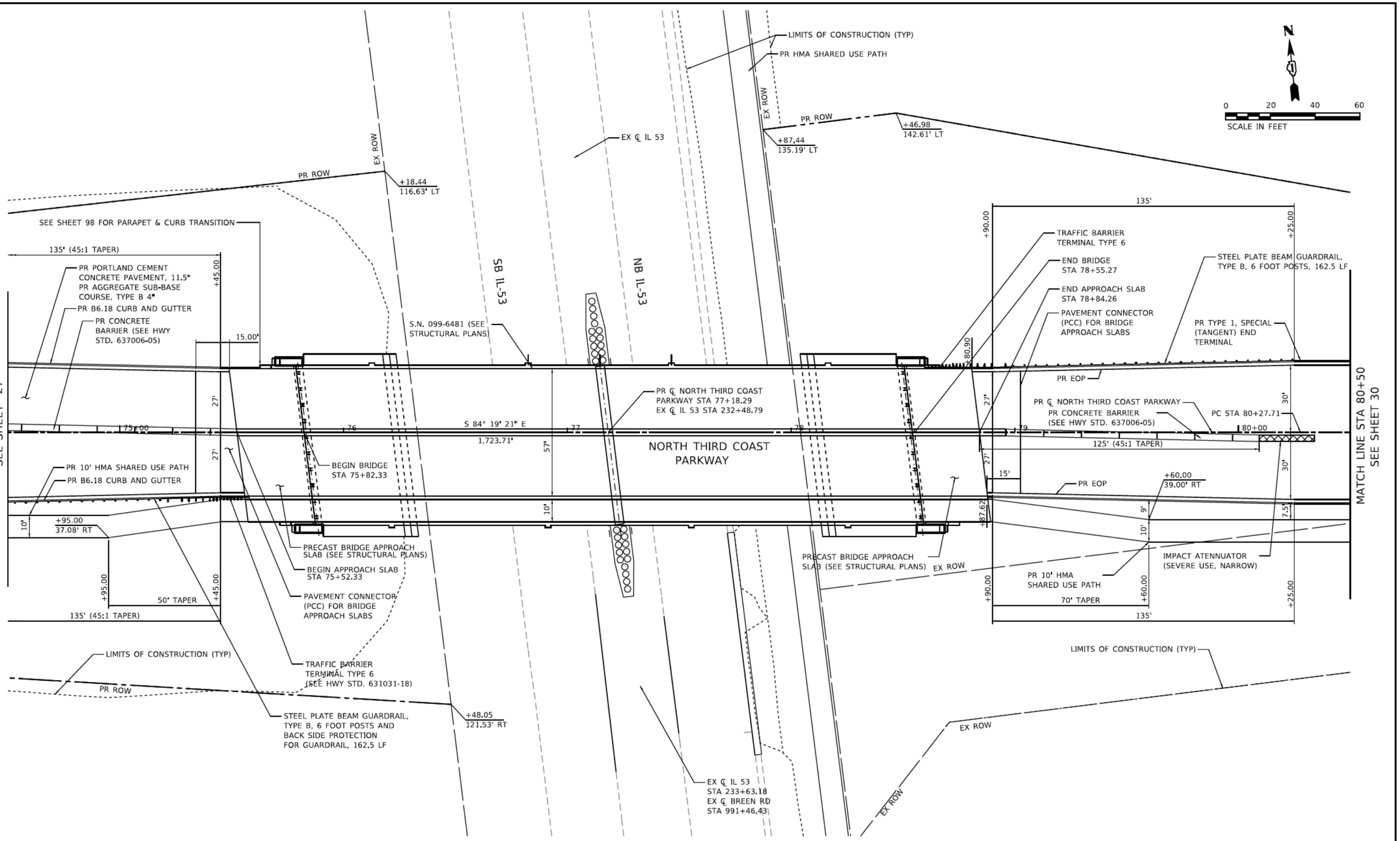

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NO.	REVISIONS	DATE	BY

Kimley»Horn

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4201 WINFIELD ROAD, SUITE 600
WARRENVILLE, IL 60555
PHONE: 630-487-5550
WWW.KIMLEY-HORN.COM

KHA PROJECT	168590005
DATE	11/26/2025
SCALE	1" = 20'
DESIGNED BY	KKH
DRAWN BY	KKH
CHECKED BY	MAK

THIRD COAST INTERMODAL HUB
CITY OF JOLIET

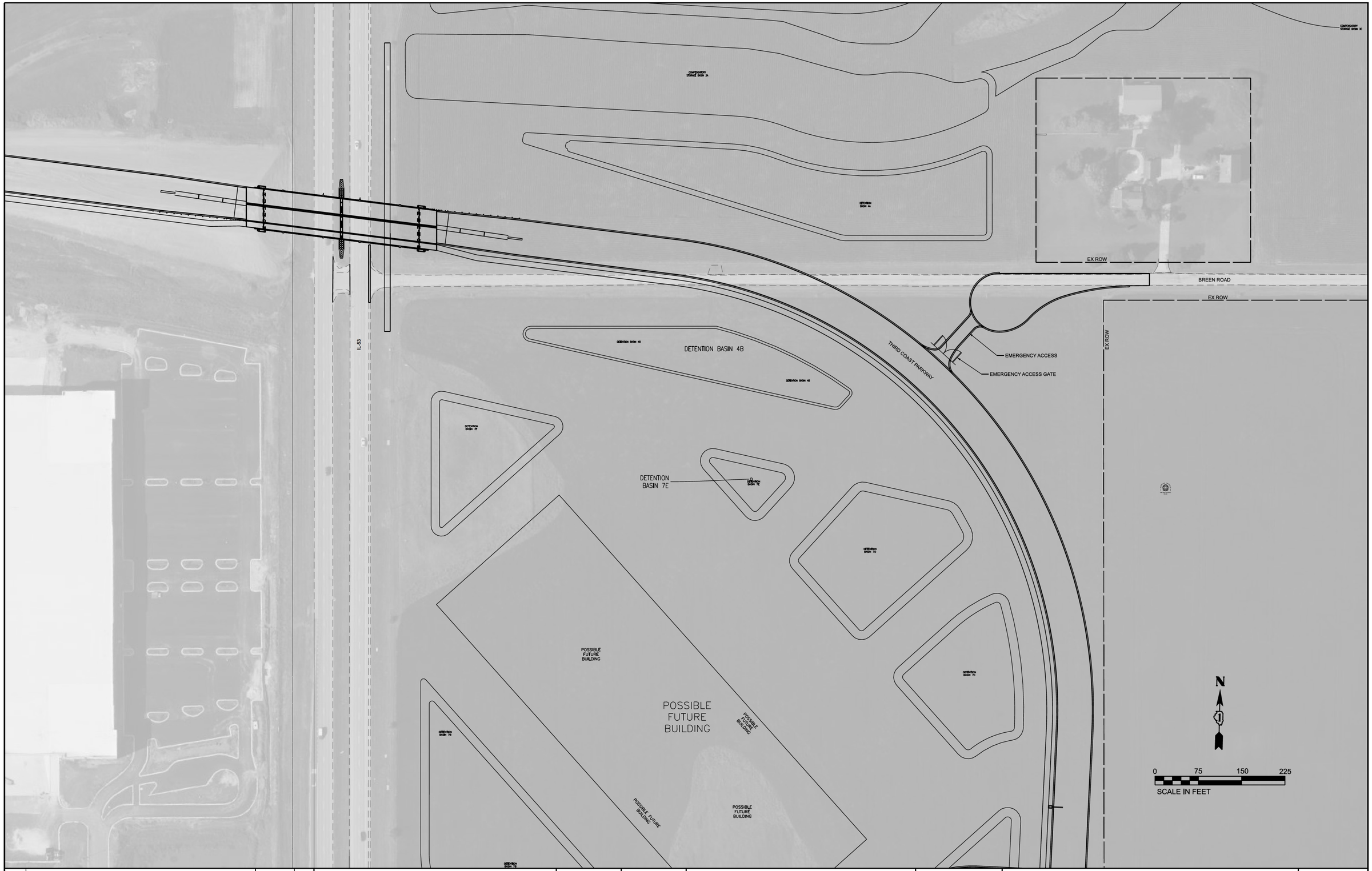
WILL COUNTY ILLINOIS

THIRD COAST INTERMODAL HUB

PLAN
THIRD COAST PARKWAY
STA 74+50 TO 80+50

SHEET NUMBER 28

TOTAL SHEETS 180



MODEL:
FILE NAME:

NO.	REVISIONS	DATE	BY

Kimley»Horn

SCALE	1":75'
DESIGNED BY	MAK
DRAWN BY	MAK
CHECKED BY	TS

KHA PROJECT 168590005

DATE 03/09/2026

THIRD COAST INTERMODAL HUB
CITY OF JOLIET
WILL COUNTY ILLINOIS

BREEN ROAD CUL-DE-SAC
THIRD COAST PARKWAY

SHEET NUMBER 1

TOTAL SHEETS 1

SETTLEMENT AND MUTUAL RELEASES AGREEMENT

THIS SETTLEMENT AND MUTUAL RELEASES AGREEMENT ("Agreement") is made as of June 20, 2025 (the "Execution Date") by and among CenterPoint Properties Trust ("CenterPoint Properties"), CenterPoint Joliet Terminal Railroad, LLC ("CenterPoint Terminal"), Houbolt Road Extension JV, LLC ("HRE"), East Gate - Logistics Park Chicago, LLC (together with its wholly-owned affiliate, New Wave Farms, LLC, "East Gate"), NorthPoint Development, LLC ("NorthPoint"), and the City of Joliet (the "City"). Each of the aforementioned is a "Party" to this Agreement, and they are hereinafter referred to collectively as the "Parties." This Agreement will take effect as of the Effective Date, as such term is defined in Section 7.

RECITALS

WHEREAS, CenterPoint Terminal and CenterPoint Properties (collectively "CenterPoint") own, operate, and maintain roadways, container storage facilities, warehouses, distribution and other logistics-centered buildings and uses in an area depicted in green in **Exhibit "A"** (the "CNT Intermodal Center").

WHEREAS, the current traffic infrastructure within the CNT Intermodal Center, including but not limited to roadways, roadway improvements, bridges and intersections, is adequate to ensure the efficient flow of traffic and accommodate all traffic for the full future buildout (1,930 acres including 23 million square feet of warehousing) of property owned or developed by CenterPoint Properties (or its Affiliates) within the CNT Intermodal Center.

WHEREAS, on December 19, 2016, the Illinois Department of Transportation ("IDOT"), the County of Will (the "County"), the City, and CenterPoint Properties entered into a Memorandum of Understanding (the "MOU"), to facilitate the efficient flow of traffic and to limit Tractor-Trailer Truck (as defined below) access to the CNT Intermodal Center to three access points – Laraway Road, the "Houbolt Bridge" (consisting of a bridge over the Des Plaines River between US-6 and Schweitzer Road), and Baseline Road (now known as Houbolt Road) – ensuring that the Houbolt Bridge remains a fiscally sustainable long-term traffic solution that serves to protect and enhance public safety and providing certain limitations with respect to Tractor-Trailer Truck (as defined below) use of access routes within the CNT Intermodal Center or "adjacent to the CNT Intermodal Center" (as such phrase is defined in Section 12.D of the MOU). As used herein, the term "Tractor-Trailer Truck" shall mean any motor vehicle designed or operated for the pulling or carrying of freight, cargo or implements of husbandry, having a combined body and load weight that exceeds twelve (12) tons.

WHEREAS, the MOU included, among other provisions, Section XII(B) that states, in part, that the County and the City would "take no steps or actions to . . . (2) build new roads adjacent to the CNT Intermodal Center on which trucks may travel or build new roads that enter or exit the CNT Intermodal Center on which trucks may travel," or "(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."

WHEREAS, on September 25, 2020, CenterPoint Properties assigned all its rights, title,

and interest in the MOU to HRE.

WHEREAS, East Gate (and its Affiliates) is the owner of certain real property legally described and depicted on **Exhibit "B"** attached to this Agreement, comprised of approximately 1,655 acres of property legally described and depicted in **Exhibit "B"** attached to this Agreement (the "East Gate Property").

WHEREAS, the City and East Gate entered into that certain Amended and Restated Annexation and Development Agreement (Compass Business Park) dated December 21, 2021 (the "Annexation Agreement") governing the development of certain real property, as described therein, including the East Gate Property and certain other real property not owned by East Gate or its Affiliates.

WHEREAS, pursuant to the Annexation Agreement, East Gate is required by the City to construct a closed loop truck network (the "Closed Loop Truck Network") that would (i) serve as the exclusive method of Tractor-Trailer Truck ingress and egress within the East Gate Property, (ii) only be accessed to and from the East Gate Property by Tractor-Trailer Trucks via a single access point on Millsdale Road at the location depicted on **Exhibit "C"** (or, as provided in this Agreement, the Temporary Connection (defined below)), and (iii) prevent Tractor-Trailer Truck access to and from the East Gate Property to Illinois Route 53 ("IL 53"), Manhattan Road, and other municipal, county and township roads. A general depiction of the anticipated initial configuration of the Closed Loop Truck Network is attached hereto as **Exhibit "C"**.

WHEREAS, the Closed Loop Truck Network includes (i) 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) a proposed bridge crossing IL 53 to provide Tractor-Trailer Truck access from the portion of the East Gate Property lying east of IL 53 (the "East Portion") to the Railroad Bridge (the "53 Bridge"), and (iii) other roads, bridges, and drives connecting parcels within the East Gate Property to the 53 Bridge and Railroad Bridge to allow access from the East Gate Property to the CNT Intermodal Center via the Closed Loop Truck Network (with all of the foregoing being included in the definition of Closed Loop Truck Network, for purposes of this Agreement).

WHEREAS, pursuant to the Annexation Agreement, East Gate was required to construct (and subsequently did construct) a "Temporary Connection" (as depicted in **Exhibit "D"**) at the intersection of Millsdale Road and Third Coast Parkway to utilize Millsdale Road for Tractor-Trailer Truck access to and from the portion of the East Gate Property located west of IL 53 (the "West Portion") until the Railroad Bridge is constructed and open for use.

WHEREAS, on May 9, 2022, HRE, as Plaintiff, and CenterPoint Properties and CenterPoint Terminal, as Interested Parties/Plaintiffs, (collectively, with HRE, the "State Court Plaintiffs") commenced a lawsuit against the City, as Defendant, with East Gate, the County, New Wave Farms, LLC, and IDOT identified by the State Court Plaintiffs as Interested Parties, in the Circuit Court of the Twelfth Judicial Circuit, Will County, Illinois, case no. 22 MR 138 (the "State Court Litigation"), seeking, among other relief, to enjoin the City from taking steps or actions that

would violate the MOU.

WHEREAS, following an Appellate Court ruling (2023 IL. App. (3d) 220433-U) on March 19, 2024, the trial court presiding over the State Court Litigation entered a Temporary Restraining Order in favor of State Court Plaintiffs "prohibiting," among other things, "the City from taking any steps or actions to eliminate trucking restrictions, weight limits or other similar regulations on Millsdale Road" (the "TRO").

WHEREAS, on May 8, 2024, East Gate and NorthPoint (collectively the "Federal Court Plaintiffs") commenced a lawsuit against HRE, CenterPoint Properties, and CenterPoint Terminal (collectively the "Federal Court Defendants") in the United States District Court for the Northern District of Illinois, Eastern Division, case no. 1:24-cv-3742 and 24-2813, which is currently on appeal before the U.S. Court of Appeals, Seventh Circuit, case no. 24-2696 (collectively, the "Federal Court Litigation"), seeking, among other relief, a declaratory judgment that portions of the MOU are unenforceable.

WHEREAS, on December 17, 2024, the City approved Ordinance No. 604-24 "*Authorizing the Acquisition of Certain Real Property by Purchase or by the Exercise of Eminent Domain*" (the "Condemnation Ordinance"), authorizing the acquisition by purchase or eminent domain of approximately 11.106 acres of real property owned by CenterPoint Terminal, which is immediately west of the Union Pacific Railroad and immediately south of Millsdale Road (the "Bridge Parcel," as depicted on **Exhibit "I"** and legally described in the Condemnation Ordinance).

WHEREAS, the Parties have agreed to resolve the claims and disputes that are the subject of the State Court Litigation, the Federal Court Litigation, the Condemnation Ordinance, and any other disputes that could exist between them arising from or related to the same subject matter, and to provide to each other releases under this Agreement, to avoid the time, expense and uncertainty of litigation, as further set forth and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, subject to the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree and covenant as follows:

1. Dismissal of Proceedings.

a. Stay of State Court Litigation. Within two (2) business days of the date that the State Court Plaintiffs and the Federal Court Plaintiffs have executed this Agreement, the Parties will agree to stay the State Court Litigation, and to take such additional action as is reasonable and necessary to have such stay implemented, but in all times, the Parties agree that the TRO shall continue to remain in place until its dismissal pursuant to subsection (b) below.

b. Dismissal of State Court Litigation with Prejudice and Dissolution of TRO. Within two (2) business days of the Effective Date, the State Court Plaintiffs and the City will prepare, execute, and file a stipulation and order to dismiss with prejudice the State Court Litigation, and to simultaneously dissolve the TRO, and take such additional action as is reasonable and necessary to have the stipulation and order entered by the court. The obligations of the City, East Gate, and

NorthPoint under this Agreement shall be conditioned upon the dismissal of the State Court Litigation with prejudice and dissolution of the TRO as provided in this paragraph, and if required, the State Court Plaintiffs will take any additional and reasonable action necessary to secure the dissolution of the TRO and dismissal of the State Court Litigation with prejudice.

c. Stay of Federal Court Litigation. Upon the execution of this Agreement by the State Court Plaintiffs and the Federal Court Plaintiffs, the Parties agree that following any order issued by the Seventh Circuit, the Parties hereto will nevertheless agree to stay the Federal Court Litigation, and to take such additional action as is reasonable and necessary to have such stay implemented until its dismissal pursuant to subsection (d) below.

d. Dismissal of Federal Court Litigation with Prejudice. Within two (2) business days of the Effective Date, the Federal Court Plaintiffs and Federal Court Defendants will prepare, execute, and file a stipulation of dismissal of the Federal Court Litigation with prejudice, and take such additional action as is reasonably necessary to have the stipulation and order entered by the court. The obligations of the State Court Plaintiffs under this Agreement shall be conditioned upon the dismissal of the Federal Court Litigation with prejudice, and if required, the Federal Court Plaintiffs will take any additional and reasonable action necessary to secure the dismissal of the Federal Court Litigation with prejudice.

e. Stay of Illinois Commerce Commission Proceedings. Within two (2) business days of the date that the State Court Plaintiffs and the Federal Court Plaintiffs execute this Agreement, CenterPoint Terminal, East Gate and the City, shall jointly file with the Illinois Commerce Commission a stay of the proceedings pertaining or otherwise relating to Docket No. T25-0006.

f. Dismissal of Illinois Commerce Commission Petition to Intervene. Within two (2) business days of the Effective Date, CenterPoint Terminal shall prepare, execute, and file all necessary filings with the Illinois Commerce Commission withdrawing any objections to that certain Verified Petition For an Order Authorizing the Installation of a Viaduct/Separated Grading Crossing (the "ICC Petition"). As and when required, CenterPoint Terminal will take any additional and reasonable action necessary to evidence its withdrawal of any objections pertaining to such ICC Petition.

2. East Gate Property, Additional Property, and Capped Industrial Square Footage.

a. In addition to the East Gate Property (as comprised as of the Effective Date), East Gate (or its Affiliates) owns, is the contract purchaser of, or may in the future acquire, additional real property in the vicinity of the East Gate Property. Any such property acquired by East Gate (or its Affiliates) shall be referred to herein as "Additional Property."

b. East Gate estimates that the East Gate Property, together with all Additional Property it owns or contemplates acquiring, could be developed for a maximum of 25,231,650 square feet in the aggregate (the "Capped Industrial Square Footage") of Industrial Warehouse Buildings to be located on land that is located on the East Gate Property and/or Additional Property; provided, however, that in no event shall more than 100 acres of East Gate Property and/or Additional Property be utilized for Outdoor Logistics Uses (the "Capped Logistics Use Acreage"). For purposes of this Agreement, the term "Industrial Warehouse Buildings" shall mean

large-scale commercial storage, industrial, logistics, and/or distribution warehouse buildings engaged in receiving, shipping, storing, and warehousing products delivered to and from such buildings. Moreover, for the purposes of this Agreement, the term "Outdoor Logistics Uses" shall mean container yards, cargo container and chassis storage yards, truck dispatch yards, fueling and repair facilities, and grain unloading/loading and handling facilities, for each of which the primary use is outdoor storage or parking of vehicles and which do not include Industrial Warehouse Buildings as the primary use.

c. With respect to the foregoing, the Parties hereby agree:

i. Upon the date that East Gate (or its Affiliates) acquires any Additional Property and amends the Annexation Agreement (as approved by the City) to make such Additional Property subject to the Annexation Agreement, (a) such Additional Property shall be included in the East Gate Property for all purposes under this Agreement, (b) the defined term the "East Gate Property" under this Agreement shall be deemed to include such Additional Property, and (c) such Additional Property shall thereafter be subject to all restrictions and rights applicable to the East Gate Property under this Agreement;

ii. In no event shall the East Gate Property (regardless of the acreage of Additional Property that is added to the East Gate Property in the future in accordance with this Agreement) be developed for (x) a square footage of Industrial Warehouse Buildings exceeding the Capped Industrial Square Footage, and/or (y) Outdoor Logistics Uses in excess of the Capped Logistics Use Acreage, without in each case the prior written consent of the State Court Plaintiffs. Notwithstanding the foregoing, if a portion of the East Gate Property is initially developed for Industrial Warehouse Buildings and/or Outdoor Logistics Uses, and at a later date such portion of the East Gate Property is no longer used for Industrial Warehouse Buildings and/or Outdoor Logistics Uses, other portions of the East Gate Property may be developed for Industrial Warehouse Buildings and/or Outdoor Logistics Uses, provided that at no point will the square footage of Industrial Warehouse Buildings within the East Gate Property exceed the Capped Industrial Square Footage and/or the Outdoor Logistics Uses within the East Gate Property exceed the Capped Logistics Use Acreage;

iii. In the event that East Gate elects to develop a portion of the East Gate Property for Outdoor Logistics Uses (subject to the Capped Logistics Uses Acreage), the Capped Industrial Square Footage shall be reduced by a square footage calculated as follows: (a) the gross square footage of such Outdoor Logistics Uses, (b) multiplied by 35%, with (c) the product of (a) and (b) being subtracted from the Capped Industrial Square Footage. By way of example only, if East Gate develops 100 acres of Outdoor Logistics Uses, the Capped Industrial Square Footage shall be reduced to 23,707,050 (initial Capped Industrial Square Footage of 25,231,650, less product of 100 acres (4,356,000 square feet) of Outdoor Logistics Uses multiplied by 35% (equals 1,524,600 square foot reduction), and 25,231,650 square feet minus 1,524,600 square feet = 23,707,050 square feet of Capped Industrial Square Footage). If a portion of the East Gate Property is initially developed for Outdoor Logistics Uses, East Gate may later elect to cease such Outdoor Logistics Uses and construct Industrial Warehouse Buildings, in which case, the reduction of the Capped

Industrial Square Footage of such Outdoor Logistics Uses shall be restored to reflect the amount of acreage no longer being used for Outdoor Logistics Uses;

iv. The foregoing restriction of the square footage of Industrial Warehouse Buildings on the East Gate Property being limited to the Capped Industrial Square Footage and/or the restriction of acreage of Outdoor Logistics Uses being limited to the Capped Logistics Use Acreage, in each case, shall not be deemed to limit the development of residential, commercial, data center, or other uses that are not Industrial Warehouse Buildings and/or Outdoor Logistics Uses upon the East Gate Property;

v. The City agrees that: (a) it shall not permit third parties other than East Gate (or its Affiliates) to make property subject to the Annexation Agreement such that it would constitute Additional Property becoming a part of the East Gate Property under this Agreement, (b) only the East Gate Property (together with any Additional Property that becomes a part of the East Gate Property under this Agreement) shall be permitted to utilize the Closed Loop Truck Network, and (c) following the Execution Date, the City shall cooperate in good faith with East Gate to amend the Annexation Agreement to memorialize the terms of this Section 2 and to provide for an agreement between the City and East Gate to provide funding from East Gate for the maintenance of the Closed Loop Truck Network; and

vi. Upon the date that any Additional Property becomes a part of the East Gate Property under this Agreement, East Gate shall record in the official records of Will County this Agreement and the CIC Declaration (defined below) against such Additional Property.

3. Restricted Tractor-Trailer Truck Access.

a. The Parties acknowledge and agree that the MOU restricts the City's and County's ability to create alternative Tractor-Trailer Truck access points to the CNT Intermodal Center. The Parties agree that one of the original intended purposes of the MOU is to facilitate the efficient flow of traffic and to limit Tractor-Trailer Truck access to the CNT Intermodal Center including blocking a "back door" Tractor-Trailer Truck access to the CNT Intermodal Center to ensure that the Houbolt Bridge remains a fiscally sustainable long-term traffic solution that serves to protect and enhance public safety. Consistent with these restrictions, the Parties acknowledge and agree that:

i. Tractor-Trailer Trucks may only traverse within the East Gate Property via the Closed Loop Truck Network;

ii. Tractor-Trailer Truck access to and from the East Gate Property shall be permitted via (and shall be limited to) the Closed Loop Truck Network and the Temporary Connection (prior to its removal upon the construction and opening of the Closed Loop Truck Network);

iii. the sole method of ingress and egress to and from the Closed Loop Truck Network by Tractor-Trailer Trucks shall occur exclusively via a single access point on Millsdale Road at the location depicted on **Exhibit "C"** (and by the Temporary Connection, prior to its removal upon the construction and opening of the Closed Loop Truck Network);

iv. Tractor-Trailer Truck access to and from the CNT Intermodal Center at all times now and in the future shall be exclusively limited to: (a) the intersection of Laraway Road and IL 53, (b) the Houbolt Bridge, (c) Houbolt Road (formerly known as Baseline Road); and (d) to and from the East Gate Property, by a sole access point on Millsdale Road more particularly depicted on **Exhibit "C"** (and by the Temporary Connection, prior to its removal upon the construction and opening of the Closed Loop Truck Network);

v. The location or placement of truck barriers, truck turn-arounds, and cul-de-sacs (collectively referred to as "Truck Access Control Improvements") utilized to prevent Tractor-Trailor Truck access or egress to or from the East Gate Property other than by the Closed Loop Truck Network and sole access point on Millsdale Road shall be determined under and constructed in accordance with the Regional Traffic Plan, and such truck access control improvements shall be maintained as a part of the Closed Loop Truck Network and shall not be moved, replaced or eliminated in any manner that would allow Tractor-Trailer Truck access to and from the East Gate Property other than via the Closed Loop Truck Network via the exclusive single access point on Millsdale Road at the location depicted on **Exhibit "C"** (and by the Temporary Connection, prior to its removal upon the construction and opening of the Closed Loop Truck Network) unless by written consent by all Parties. Notwithstanding the foregoing, 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 through no fault or cause (including any failure to maintain) of East Gate or the City, as reasonably determined in good faith by the City, then 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 through no fault or cause (including any failure to maintain) of East Gate or the City, as reasonably determined in good faith by the City), and such truck barriers must be maintained at all times by East Gate, at East Gate's sole cost, to prohibit Tractor-Trailer Truck access to and from the Closed Loop Truck Network and the East Gate Property other than via the single exclusive access point on Millsdale Road at the location depicted on **Exhibit "C"** (and by the Temporary Connection, prior to its removal upon the construction and opening of the Closed Loop Truck Network);

vi. the Parties, directly or indirectly (including through any third party), shall take no steps or actions that would (X) allow access for Tractor-Trailer Trucks to and from the East Gate Property onto any other parcel or tract of land outside and/or adjacent to the East Gate Property (other than Additional Property that becomes included in the East Gate Property pursuant to this Agreement), or onto IL 53, Manhattan Road, or other municipal, county or township or private roads that are not included within the Closed Loop Truck Network and/or (Y) expand the Closed Loop Truck Network beyond the East Gate Property (other than Additional Property that becomes included in the East Gate Property pursuant to this Agreement), unless expressly consented to in writing by all of the Parties, which consent may be withheld in each respective Party's sole and absolute discretion;

vii. no Tractor-Trailer Truck traffic shall be permitted to travel any further east on Millsdale Road than Holland Drive;

viii. the provisions of this Agreement and the MOU related to restricted Tractor-Trailer Truck access do not apply to vehicles other than Tractor-Trailer Trucks or temporary access by construction vehicles used exclusively in connection with the construction of the East Gate Property during the construction of the East Gate Property (including the Closed Loop Truck Network) in accordance with applicable law or permits granted to East Gate; and

ix. **Exhibit "C"** contains a general depiction of the configuration of the Closed Loop Truck Network as it is currently contemplated, and from time to time East Gate may modify the exact location and number of roads and drives connecting various portions of the East Portion to the 53 Bridge (including, without limitation, to serve any Additional Property that becomes included in the East Gate Property in accordance with this Agreement), so long as such roads or drives do not provide Tractor-Trailer Trucks with the ability to access the East Gate Property or the CNT Intermodal Center other than in conformance with Section 3 of this Agreement.

b. East Gate and NorthPoint, for themselves and their Affiliates, successors, lessees and assigns, hereby irrevocably waive any claim they may have or hereafter acquire to assert a claim under the Illinois Vehicle Code, the Surface Transportation Assistance Act, applicable City regulations or this Agreement to utilize IL 53, Manhattan Road, or other municipal, county or township roads (other than via the Closed Loop Truck Network and Temporary Connection) for Tractor-Trailer Truck access to and from the East Gate Property and/or to and from the CNT Intermodal Center. Notwithstanding the foregoing, 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 through no fault or cause (including any failure to maintain) of East Gate or the City, as reasonably determined in good faith by the City, then, 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 through no fault or cause (including any failure to maintain) of East Gate or the City, as reasonably determined in good faith by the City), the City may temporarily authorize for a short term basis, Tractor-Trailer Truck access to and from the East Gate Property via an alternative route, and during any such temporary periods, truck barriers must be maintained at all times by East Gate, at East Gate's sole cost, to prohibit Tractor-Trailer Truck access to and from the Closed Loop Truck Network and the East Gate Property other than via such temporary alternative route. The City shall provide the State Court Plaintiffs with notice of such short term temporary alternative access to and from the East Gate Property via an alternative route no later than forty-eight (48) hours prior to the implementation of same, which notice shall provide reasonable detail regarding the underlying emergency event necessitating the alternative access route as well as the proposed duration of such temporary alternative access route.

c. From and after the Effective Date, the City and East Gate shall no longer have access to IL 53 for Tractor-Trailer Trucks and shall prohibit the use of Tractor-Trailer Trucks on IL 53 (other than in connection with construction access or when permitted by Section 3(b) as permitted hereby). Moreover, the City and East Gate shall reinstall the truck barrier on IL 53 restricting the access and passage of Tractor-Trailer Trucks on IL 53 to and from the East Gate Property.

4. Development Impact Fees.

a. Within two (2) Business Days of the Effective Date, East Gate shall pay a development impact fee in the amount of $5,000,000 to CenterPoint Terminal (which, for clarity, shall be a payment separate and distinct from any consideration for the Bridge Parcel). The obligations of any of the State Court Plaintiffs under this Agreement shall be conditioned upon the receipt of such payment.

b. Contemporaneously with the conveyance of the Bridge Parcel (as provided in Section 5), East Gate shall pay a development impact fee in the amount of $3,500,000 to CenterPoint Terminal (which, for clarity, shall be a payment separate and distinct from any consideration for the Bridge Parcel). The obligations of any of the State Court Plaintiffs under this Agreement shall be conditioned upon the receipt of such payment.

5. Conveyance of the Bridge Parcel. Within ten (10) business days following the Effective Date, CenterPoint Terminal shall convey to the City fee simple title to the Bridge Parcel for consideration in the amount of $1,500,000. For clarity, the proposed consideration for the Bridge Parcel stated in this Agreement reflects an amount exceeding the City's prior determined market value of the Bridge Parcel, and such sum is inclusive of additional consideration to CenterPoint Terminal in connection with this Agreement and shall not be deemed a determination of the value of the Bridge Parcel for any undertakings in connection with the Condemnation Ordinance. The conveyance of the Bridge Parcel shall occur through the Title Company, and such consideration, and all closing costs assessed through such title company, shall be paid by the City, which shall be reimbursed for such costs by East Gate pursuant to the Annexation Agreement (including simultaneously with the closing). Each Party shall reasonably cooperate and execute all instruments and documents required by such title company to effectuate such conveyance. The obligations of the City, East Gate, and NorthPoint under this Agreement shall be conditioned upon the conveyance of the Bridge Parcel as provided herein. Following the conveyance of the Bridge Parcel to the City, the City and East Gate shall enter into an agreement by which access and use rights to the Bridge Parcel are conveyed to East Gate for purposes of construction and use of the Railroad Bridge (whether by fee simple conveyance or a perpetual easement).

6. Agreements Regarding Weight-Restrictions and Use of Millsdale Road. As of the Effective Date, the State Court Plaintiffs, agree to the following: (i) State Court Plaintiffs consent to the construction and immediate use of the Temporary Connection (or any portions of the Closed Loop Truck Network located west of IL 53, including the Railroad Bridge) for the sole purpose of providing Tractor-Trailer Truck and other vehicular access to and from the West Portion to and from the CNT Intermodal Center, utilizing Millsdale Road west of Holland Drive, as such area is more particularly depicted on **Exhibit "F"**; (ii) upon the approval of a Regional Traffic Plan (as defined in this Agreement), the State Court Plaintiffs consent to the construction and use of all portions of the Closed Loop Truck Network for Tractor-Trailer Truck and other vehicular access to and from the East Gate Property (including the East Portion and West Portion) to and from the CNT Intermodal Center by East Gate (and its Affiliates, successors, assigns, future owners of the East Gate Property, and all other users of the East Gate Property) utilizing Millsdale Road via the Railroad Bridge as the Closed Loop Truck Network's sole and exclusive access point to the CNT Intermodal Center (other than those otherwise specifically enumerated in Section 3 of this Agreement); (iii) consent, under the MOU and otherwise, to the City eliminating, amending,

waiving, or otherwise not enforcing weight restrictions on (a) Millsdale Road required for the use of the Closed Loop Truck Network or Temporary Connection in accordance with this Agreement (including by approval of an ordinance including Millsdale Road as a Tractor-Trailer Truck route), or (b) on roads included in the Closed Loop Truck Network; (iv) acknowledge that the provisions of this Agreement and the MOU related to restricted Tractor-Trailer Truck access do not apply to vehicles other than Tractor-Trailer Trucks or temporary access by construction vehicles used exclusively in connection with the construction of the East Gate Property during the construction of the East Gate Property (including the Closed Loop Truck Network) in accordance with applicable law and permits granted to East Gate; (v) consent to the City taking all necessary steps or actions in furtherance of any of the foregoing; and (vi) waive any right or claim to contest any of the foregoing, whether arising under the MOU or otherwise, so long as the City, East Gate, and NorthPoint are in full compliance with all of their obligations under this Agreement.

7. MOU Matters.

a. As a condition to the effectiveness of this Agreement, the City, HRE, the County and IDOT shall have executed an amendment to the MOU substantially in the form attached hereto as **Exhibit "J"** (the "MOU Amendment"). The City and HRE shall present the signed MOU Amendment to IDOT and for approval and execution by the County and IDOT. The City and HRE shall use good faith efforts to reach agreement with the County and IDOT to execute the MOU Amendment on or before October 1, 2025 (the "Outside Date") (and any revisions to the form of the MOU Amendment attached hereto as **Exhibit "J"** prior to full execution shall require the prior written consent of East Gate). The date on which the MOU Amendment is executed by each of the City, HRE, the County and IDOT shall be referred to herein as the "Effective Date". This Agreement will take effect as of the Effective Date. If the MOU Amendment is not executed on or before the Outside Date, (i) this Agreement shall be deemed terminated and of no further force and effect, (ii) the stays of the State Court Litigation, Federal Court Litigation, and ICC Petition shall be deemed lifted, and all Parties shall take any and all actions reasonably required before the courts or governing bodies presiding over such matters to lift such stays, and (iii) the form and contents of this Agreement (including all statements herein and exhibits hereto) shall be considered subject to Illinois Rule of Evidence 408 in any further legal proceedings between the Parties, including, without limitation, the State Court Litigation and the Federal Court Litigation.

b. The City shall not be permitted to take any steps or actions to eliminate trucking restrictions, weight limits, or other similar regulations on Millsdale Road until the MOU Amendment is executed by IDOT and the County. East Gate and NorthPoint, for themselves and their Affiliates, successors, lessees and assigns agree to honor the Tractor-Trailer Truck restrictions and weight limits on Millsdale Road while they may exist.

c. No Party will use this Agreement as a basis for challenging the validity or enforceability of the MOU, and no Party will use the MOU as a basis for challenging the validity and enforceability of this Agreement. The City and the State Court Plaintiffs (for themselves and their Affiliates) further agree that they shall not consent to or execute any amendment to the MOU that directly conflicts with the terms of this Agreement without the prior written consent of East Gate, and to the extent that any amendment to the MOU directly conflicts with the terms of this Agreement is executed without East Gate's prior written consent, this Agreement shall control as between the Parties. HRE further agrees that as a condition to any assignment of its right, title, and

interest in and to the MOU (in whole or in part) that any assignee shall agree in writing for the benefit of the Parties to be bound by the terms and conditions of this Agreement, and any assignment inconsistent with the foregoing shall be void.

8. Construction of Millsdale Road Cul-De-Sac. To ensure the safety of the motoring public and protect the residential area on Millsdale Road, East Gate will fund and construct a "Cul-De-Sac" on Millsdale Road (and similar temporary improvements while the Cul-De-Sac is being constructed) immediately east of the Temporary Connection, which shall materially conform with the design set forth on **Exhibit "K"** (subject to any modifications required by the City in the ordinary course of its approvals and permits for such improvement). East Gate shall construct the Cul-De-Sac as soon as reasonably practicable following the Effective Date and subject to the necessary approvals and permits from the City, but in all events shall be completed no later six (6) months following the Effective Date (subject to reasonable delays for weather if construction is occurring between November 1 and February 28), and prior to the time that the Cul-De-Sac has been constructed, the City shall approve a temporary traffic control plan depicted on **Exhibit "F"**, to ensure that Tractor-Trailer Truck are prohibited from accessing IL 53 via Millsdale Road.

9. CIC Joliet Association. Within thirty (30) days following the Effective Date, East Gate (together with its Affiliates owning title to any portions of the East Gate Property) shall execute and record upon all portions of the East Gate Property owned by East Gate (and any of its Affiliates), a declaration (or equivalent) (the "CIC Declaration") pursuant to which the portions of the East Gate Property owned by East Gate (and its Affiliates) shall become obligated to make certain financial contributions to the "CIC Joliet Association" for the purpose of funding ongoing maintenance obligations of certain infrastructure maintained by the CIC Joliet Association, as provided in its governing documents. At the time that any Additional Property becomes included in the East Gate Property under this Agreement, the CIC Declaration shall be amended to include such Additional Property and shall be recorded against such Additional Property, it being agreed and understood that any and all East Gate Property (including any Additional Property subsequently included in the East Gate Property under this Agreement) shall be encumbered by the CIC Declaration, and once so encumbered, shall continue to run with the land and be binding on successors and assigns, such that the rights and obligations under the CIC Declaration shall apply to any future owner of any and all portions of the East Gate Property. For the avoidance of doubt, no property other than the East Gate Property (including any Additional Property subsequently included in the East Gate Property pursuant to this Agreement) shall be permitted access to the Closed Loop Truck Network without the prior written consent of the Parties hereto following the completion of a Regional Traffic Plan (as defined in Section 10) that includes such Additional Property, and only upon such consent of the Parties shall such Additional Property be added to the CIC Joliet Association, in which case the CIC Declaration shall be amended to include such Additional Property and the CDC Declaration shall be recorded against such Additional Property, at which point such property shall be permitted to access the Closed Loop Truck Network. The terms of the CIC Declaration shall be as follows: (i) the payment obligation imposed upon the East Gate Property with respect to the CIC Joliet Association shall be enforceable by any party then-Controlling the CIC Joliet Association; (ii) the obligation to make payments to the CIC Joliet Association shall run for the duration that any payments under the CIC Joliet Association are paid by the members thereof, (iii) the CIC Declaration shall require that the East Gate Property pay assessments for the maintenance (but not capital expenditures for prior or future capital improvements required of CenterPoint Properties, CenterPoint Terminal, or their Affiliates in

connection with the development of properties owned by the foregoing) of infrastructure maintained by the CIC Joliet Association in common, in proportion to, and on the same terms and conditions applicable to, other properties subject to the CIC Joliet Association and shall be predicated on the gross acreage of the East Gate Property; (iv) the CIC Declaration shall specify that upon (A) the issuance of an Occupancy Permit for a portion of the East Gate Property (or upon any Industrial Warehouse Building being occupied and operating upon a portion of the East Gate Property), or (B) the date that such portion of the East Gate Property is occupied and operated for Outdoor Logistics Uses, then such portion of the East Gate Property shall become subject to an obligation to commence paying its proportionate share of all costs funded by the CIC Joliet Association together with, and in proportion to, all other properties subject to the CIC Joliet Association; (v) the CIC Declaration shall entitle East Gate (and any party owning or occupying all or a portion of the East Gate Property) to use in common with other members of the CIC Joliet Association all infrastructure maintained by the CIC Joliet Association (and a corresponding instrument shall be executed and recorded against the property held by the CIC Joliet Association to which such access rights apply (the "Declaration Amendment")), and (vi) the parties to the CIC Declaration shall have customary rights to review and audit any expenditures of the CIC Joliet Association subject to reimbursement. For clarity, the obligation to make payments to the CIC Joliet Association under the CIC Declaration shall commence for a portion of the East Gate Property only upon the issuance of an Occupancy Permit for such portion of the East Gate Property and shall not apply to any vacant land or portion of the East Gate Property for which no Occupancy Permit has been issued. As used in this Agreement, the term "Occupancy Permit" shall mean (i) a certificate of occupancy for any Industrial Warehouse Building within the East Gate Property, or (b) a certificate of compliance (or its equivalent) for any Outdoor Logistics Uses not requiring a certificate of occupancy.

10. Development of the East Gate Property. Pursuant to this Agreement, the Parties shall undertake a process of collectively determining the traffic impacts of the development of the East Gate Property and required improvements (if any) to the traffic infrastructure within the "Regional Study Area" (as depicted on **Exhibit "E"**), as set forth in this Section 10.

a. East Gate shall engage a nationally-recognized third-party traffic engineer to prepare a traffic study (the "EG Traffic Study" which shall be read to include any Subsequent Study (defined below), when applicable) that evaluates the impact of the development of the East Gate Property at full buildout of the Capped Industrial Square Footage (including the Capped Logistics Use Acreage, if applicable to East Gate's development plans) and any other uses upon the traffic infrastructure within the Regional Study Area. The EG Traffic Study shall analyze the full development of the East Gate Property in five (5) "Phases," being (1) an initial Phase comprised of the immediate development of 6,650,000 square feet of Industrial Warehouse Buildings (which includes 3,650,000 square feet of Industrial Warehouse Buildings currently constructed on the West Portion, and the 3,000,000 square feet of Industrial Warehouse Buildings described in Section 10(l)), (2) a second Phase of 4,500,000 square feet of Industrial Warehouse Buildings, (3) a third Phase of 4,500,000 square feet of Industrial Warehouse Buildings, (4) a fourth Phase of 4,500,000 square feet of Industrial Warehouse Buildings, and (5) a final Phase of the balance of the Capped Industrial Square Footage. If at any time East Gate's development plans include Outdoor Logistic Uses, a Subsequent Study shall include such Outdoor Logistics with a modification of the Industrial Warehouse Building square footage for that Phase, as contemplated in Section 2(c)(iii). The EG Traffic Study shall include: (i) the recommended locations of Truck

Access Control Improvements within the Closed Loop Truck Network together with the recommended traffic infrastructure improvements within the Regional Study Area resulting from each Phase of the proposed development of the East Gate Property; (ii) all such recommendations shall be limited to an evaluation of the incremental traffic resulting from the development of the East Gate Property factoring in the timing of each Phase and the location of the development of the new Industrial Warehouse Buildings and/or Outdoor Logistics Uses within each Phase. The EG Traffic Study (and any Subsequent Study) shall be submitted to CenterPoint Properties and HRE (together, the "Reviewing Parties") within one hundred fifty (150) days of the Effective Date, and at least thirty (30) days prior to submitting the EG Traffic Study or any Subsequent Study, East Gate shall provide written notice in accordance with the notice provisions set forth in this Agreement to the Reviewing Parties that East Gate intends to submit the EG Traffic Study or any Subsequent Study. If East Gate fails to provide such written notice, the timeframe for the submittal of an Alternative Study (defined below) shall be extended by one day for every day East Gate failed to provide written notice thirty (30) days prior to submitting the EG Traffic Study (or any Subsequent Study) to the Reviewing Parties.

b. The EG Traffic Study (as well as the Alternative Study and any Subsequent Study (as each term is defined below)) shall analyze the traffic impacts of the Industrial Warehouse Buildings proposed to be constructed on the East Gate Property by factoring in the land use codes applicable to the development of the East Gate Property contained in the most current edition of the Institute of Transportation Engineers' Trip Generation manual at the time of the EG Traffic Study (or any Subsequent Study or Alternative Study), applicable to the development being proposed within the East Gate Property. If after consultation with the County, or IDOT, any such governing jurisdiction requires an alternative method of traffic count calculation, the EG Traffic Study (including any Subsequent Study) and any Alternative Study shall each utilize such alternative method of traffic count calculation.

c. Within sixty (60) days (as such period of time may be extended to the extent that East Gate fails to provide written notice as detailed in Section 10(a) above), following its receipt of the EG Traffic Study (and any Subsequent Study), CenterPoint Properties may by a single written notice on behalf of the Reviewing Parties to East Gate and the City: (i) agree with the recommendations of the EG Traffic Study (or Subsequent Study), (ii) reject the recommendations of the EG Traffic Study (or Subsequent Study) in whole, or (iii) propose modifications to the recommendations to the EG Traffic Study (or Subsequent Study). If CenterPoint Properties (on behalf of the Reviewing Parties) fails to provide such written notice in accordance with the notice provisions herein within such time period, then such failure shall be deemed an approval of the EG Traffic Study (or Subsequent Study) by the Reviewing Parties. Upon the receipt of a written notice rejecting or proposing modifications to the EG Traffic Study (or Subsequent Study) by CenterPoint Properties on behalf of the Reviewing Parties, East Gate and the Reviewing Parties shall confer in good faith for a period of up to twenty (20) days to modify the EG Traffic Study in a manner acceptable to East Gate and the Reviewing Parties (the "Consultation Period"). If after the Consultation Period, East Gate and CenterPoint Properties (on behalf of the Reviewing Parties) have agreed regarding modifications to the EG Traffic Study (or Subsequent Study), the EG Traffic Study (or Subsequent Study) shall be so modified and submitted to the City and County as the approved EG Traffic Study (or Subsequent Study). If either East Gate or CenterPoint Properties (on behalf of the Reviewing Parties) declines to participate in the Consultation Period, it may inform the other Party in writing in accordance with the notice provisions, and immediately upon

such notice, the procedure and timeline set forth with respect to the Alternative Study shall commence. If East Gate and CenterPoint Properties (on behalf of the Reviewing Parties) are unable to agree upon acceptable modifications (in whole or in part) to the EG Traffic Study (or Subsequent Study) within the Consultation Period or upon sending written notice declining to participate in the Consultation Period, CenterPoint Property (on behalf of the Reviewing Parties) shall engage a nationally-recognized third-party traffic engineer to prepare an alternative traffic study evaluating some or all of the impacts upon, and recommended improvements to (including timing or phasing of construction of such improvements), the traffic infrastructure within the Regional Study Area necessitated by the incremental traffic resulting from the proposed development of the East Gate Property (the "Alternative Study"). Any Alterative Study shall include recommendations regarding the location of Truck Access Control Improvements within the Closed Loop Truck Network. The Alternative Study shall be submitted in writing to the City and East Gate no later than one hundred twenty (120) days following the expiration of the Consultation Period (or waiver of the Consultation Period). The failure of CenterPoint Properties (on behalf of the Reviewing Parties) to submit the Alternative Study within such 120-day period shall be deemed an approval of the EG Traffic Study (or Subsequent Study).

d. If the EG Traffic Study (or Subsequent Study) is approved (or deemed approved) by the Reviewing Parties without submittal of an Alternative Study, the City shall, within sixty (60) days from receipt of the EG Traffic Study (or Subsequent Study), approve or propose modifications to the findings of the EG Traffic Study (or Subsequent Study) in writing in accordance with the notice provisions herein. The failure of the City to provide a written notice within such sixty (60) day period shall be deemed an approval. If the City proposes modifications to the EG Traffic Study (or Subsequent Study), the City, CenterPoint Properties (on behalf of the Reviewing Parties), and East Gate shall confer in good faith for a period of up to twenty (20) days to modify the EG Traffic Study (or Subsequent Study) in a manner acceptable to the City, CenterPoint Properties and East Gate. If the City, CenterPoint Properties, and East Gate cannot agree on modifications within the twenty (20) day period, then upon the expiration of the twenty (20) day period CenterPoint Properties shall have one hundred twenty (120) days to submit an Alternative Study in conformance with Section 10(c) and the process in Sections 10(c) and 10(e) shall be implemented. When the EG Traffic Study (or Subsequent Study) (together with any such modifications agreed between the City, CenterPoint Properties and East Gate) is approved, the same shall constitute the "Regional Traffic Plan" and shall be submitted to the County and IDOT within ten (10) days of being approved.

e. If an Alternative Study is submitted, within ten (10) days after the receipt of the Alternative Study, the City shall hire an independent nationally-recognized third-party traffic engineer (the "City Engineer") from the list attached as **Exhibit "H"** to review the EG Traffic Study (or Subsequent Study) and the Alternative Study. Upon the receipt of the Alternative Study, the City Engineer shall have up to sixty (60) days to prepare a list of findings resolving any discrepancies between the EG Traffic Study (or Subsequent Study) and the Alternative Study with respect to the proposed traffic improvements to be constructed (including timing or phasing of construction) within the Regional Study Area.

f. During the preparation, review, comment, and revision of the EG Traffic Study (including any Subsequent Study) and any Alternative Study, East Gate and the Reviewing Parties acknowledge that it is the intent of this Section 10 that representatives (including, but not limited

to, any independently hired traffic engineers) of each of East Gate and the Reviewing Parties will be included in and receive any written (including email) correspondences and comments regarding such studies provided by the City (including the City Engineer), IDOT, or the County, and be invited with reasonable prior written notice to participate in any meetings or teleconference calls with the City (including the City Engineer), IDOT, or the County regarding such studies. Upon the Execution Date, and from time to time while complying with this Section 10, each of East Gate and the Reviewing Parties shall notify the other of any representatives such Party desires to be included in such communications or meetings regarding such studies, and the other Party shall take reasonable good faith efforts thereafter to: (i) include such representatives in, and provide and share with such representatives, any communications or comments received on any such studies from the City, IDOT, or the County promptly upon receipt thereof, and (ii) in all instances invite such representatives to, and include such representatives in, any meetings or teleconference calls regarding such studies. Moreover, in all events, within two (2) business days of a request of the other Party, each of East Gate and the Reviewing Parties provide to the other any written communications received from the City (including the City Engineer), IDOT, or the County that include material comments to such studies. The representatives of East Gate and the Reviewing Parties shall also schedule recuring meetings to discuss the status of such studies, which shall occur not less than monthly and shall include any appropriate representatives of the City (including the City Engineer), IDOT, or the County that may elect to participate in discussions regarding such studies (and the failure of any of the foregoing to elect to participate in such meetings shall not invalidate the occurrence of such meetings or the process set forth in this Section 10).

g. Upon the City Engineer's determination of its findings as to the traffic improvements necessitated by the incremental traffic resulting from the development of the East Gate Property (including timing or phasing of construction), the City shall issue to East Gate and the Reviewing Parties in writing, in accordance with this Agreement's notice provision, the City Engineer's determination, in its sole discretion, as to the traffic improvements necessitated by the incremental traffic resulting from the development of the East Gate Property (including timing or phasing of construction), together with any Truck Access Control Improvements (which shall then together with the traffic improvements necessitated by the incremental traffic resulting from the development of the East Gate Property in each of the respective Phases described in Section 10(a) above, be collectively referred to as the "Required Traffic Improvements"), which shall thereafter constitute the Regional Traffic Plan.

h. Within ten (10) days following the City's approval of the Regional Traffic Plan pursuant to subsection (d) or (e) above (as applicable), the City shall submit the Regional Traffic Plan to the County and IDOT such that the County or IDOT may review and approve the findings of the Regional Traffic Plan with respect to roads under the applicable jurisdiction of the County or IDOT. In the event that the County or IDOT proposes modifications to the Regional Traffic Plan, then provided that such proposed modifications conform with and do not modify any of the restrictions contained in Section 3 and Section 10(j), the City Engineer shall within thirty (30) days of the receipt of such proposed modifications determine any revisions to the Regional Traffic Plan (which shall be in conformance with Section 3 and Section 10(j)), and the City shall provide such determination to East Gate and the Reviewing Parties in writing, in accordance with this Agreement's notice provision. Upon the incorporation of such revisions to the Regional Traffic Plan (if any), the Regional Traffic Plan (as so revised) shall thereafter be final and binding upon all Parties. If the County or IDOT's proposed modifications to the Regional Traffic Plan do not

conform to the restrictions contained in Section 3 and Section 10(j), the Regional Traffic Plan shall be deemed rejected and shall necessitate the process in Section 10 being reimplemented until a Regional Traffic Plan, in conformance with the restrictions contained in Section 3 and Section 10(j), is approved. All costs of the City Engineer in reviewing and approving the Regional Traffic Plan shall be reimbursed by East Gate pursuant to the Annexation Agreement.

i. Each Party agrees that it shall not oppose governmental approvals required for Required Traffic Improvements, other than to the extent that a subsequent governmental approval includes a recommendation or requirement that is not in conformance with any of the restrictions contained in Section 3 and Section 10(j), and any such subsequent governmental approval that is not in conformance of Section 3 and Section 10(j) shall be deemed a rejection of the Regional Traffic Plan and shall necessitate the process in Section 10 being reimplemented until a Regional Traffic Plan, in conformance with the restrictions in Section 3 and Section 10(j), is approved. Subject to Section 10(l), the City shall not approve any Occupancy Permit for any portion of the East Portion until: (i) the Regional Traffic Plan has been approved in accordance with this Agreement, and (ii) East Gate has commenced the construction of the Required Traffic Improvements applicable to the Phase for which such Occupancy Permit is being pursued (which shall thereafter be diligently pursued to completion). For clarity, Occupancy Permits may be issued for 3,650,000 square feet of Industrial Warehouse Buildings currently constructed on the West Portion (including those issued prior to the Execution Date) regardless of the approval of the Regional Traffic Plan.

j. All Parties acknowledge and agree that the EG Traffic Study, any Subsequent Study, any Alternative Study, and the Regional Traffic Plan, and any modifications or amendments thereto: (i) will assume the development of the CNT Intermodal Center owned by CenterPoint Properties (or its Affiliates) at full buildout (1,930 acres including 23 million square feet of developed buildings); (ii) cannot recommend or allow Tractor-Trailer Truck access to and from the East Gate Property to and from the CNT Intermodal Center other than via the Temporary Connection and/or the Closed Loop Truck Network; (iii) must study roadways and intersections in Regional Study Area, including, but not limited to, the following: Millsdale Road, CenterPoint Way, Laraway Road, Schweitzer Road, and the intersections at Laraway/CenterPoint Way, Laraway/IL 53, Brandon/Millsdale, CenterPoint Way/Millsdale, Schweitzer/CenterPoint Way, Schweitzer/Houbolt, Arsenal/EIP, and Houbolt/CenterPoint Way; (iv) must maintain the integrity of the Closed Loop Truck Network by ensuring that the Closed Loop Truck Network (X) cannot be expanded beyond the East Gate Property (but including any Additional Property, when included in the East Gate Property pursuant to this Agreement), (Y) cannot be modified to create any alternate Tractor-Trailer Truck access point for the East Gate Property other than via a single access point on Millsdale Road at the location depicted on **Exhibit "C"** (and by the Temporary Connection, prior to its removal upon the construction and opening of the Closed Loop Truck Network), and (Z) cannot be modified to create any alternate Tractor-Trailer Truck access point to the CNT Intermodal Center from the Closed Loop Truck Network other than via (1) the intersection of Laraway Road and IL 53, (2) the Houbolt Bridge, (3) Houbolt Road (formerly known as Baseline Road); and (4) a sole access point on Millsdale Road more particularly depicted on **Exhibit "C"** (and by the Temporary Connection, prior to its removal upon the construction and opening of the Closed Loop Truck Network); (v) must assume that (1) the East Gate Property is developed for not less than the Capped Industrial Square Footage, and (2) the Closed Loop Truck Network may only be utilized for access to and from the East Gate Property or to and from the

CNT Intermodal Center solely and exclusively via Millsdale Road, in accordance with this Agreement (and, for clarity, each of the EG Traffic Study, any Subsequent Study, any Alternative Study, and the Regional Traffic Plan cannot conclude that development of the East Gate Property must be limited to a square footage of Industrial Warehouse Buildings less than the Capped Industrial Square Footage or that the Closed Loop Truck Network may not utilize the single access point on Millsdale Road); (vi) shall be limited to evaluating the impacts upon, and proposed traffic improvements to (including the timing or phasing of construction), the Regional Study Area directly related to the incremental traffic resulting from the development of the East Gate Property, and (vii) shall ensure that roadways, road segments, and intersection movements on CenterPoint Way, Millsdale Road, and Schweitzer Road (the roadway segments and intersections included are depicted yellow and blue in **Exhibit "M"** attached hereto) will operate at a Level of Service ("LOS") of "D" or better during peak hours; provided, however, (A) all intersection movements from southbound CenterPoint Way to eastbound Millsdale Road (i.e., left turns from southbound CenterPoint Way to eastbound Millsdale Road) and (B) all intersection movements from westbound Millsdale Road to northbound CenterPoint Way (i.e., right turns from westbound Millsdale Road to northbound CenterPoint Way) can operate at a LOS of "E" or better so long as, in the case of each of subclauses (A) and (B) above, the volume over capacity ratio (V/C) does not exceed 1.0 and queues are contained within the storage area. All Parties further agree that East Gate shall have no obligation to mitigate traffic impacts or construct traffic improvements to the extent necessitated by or attributable to other development within (or that would utilize traffic infrastructure within) the Regional Study Area and not resulting from the incremental traffic resulting from the development of the East Gate Property (and other developers of any such other property shall have all traffic obligations resulting therefrom, as may be required by the City or other applicable law), except that any traffic improvements to Millsdale Road indicated in the Regional Traffic Study shall be deemed attributable to incremental traffic resulting from the development of the East Gate Property, and East Gate shall be obligated to pay for any such improvements when the same become Required Traffic Improvements under the Regional Traffic Plan. In addition, should the LOS of any portion of Millsdale Road between the UPRR railroad surface crossing and CenterPoint Way reach a level below LOS of D, the City shall not issue any additional Occupancy Permit for the East Gate Property, until the completion of construction of Required Traffic Improvements by East Gate, at its sole cost, necessary to ensure a LOS of D or greater for such roadway segment or intersection. Each of the EG Traffic Study (including any Subsequent Study(ies)), the Alternative Study (if any), and the Regional Traffic Plan shall be limited to conducting analysis consistent with the foregoing. All Parties acknowledge and agree to cooperate in good faith with the City's professional staff and the City Engineer (if necessary) to propose traffic improvements that reasonably mitigate traffic impacts upon the City's downtown area and any portions of IL 53, Manhattan Road, and other municipal, county, township, and private roads contained in the Study Area.

k. Upon the approval of the Regional Traffic Plan, East Gate (or other parties developing the applicable Phase) shall be obligated to construct any Required Traffic Improvements applicable to the then-current Phase described in Section 10(a) above at its sole cost, and in accordance timing set forth in the Regional Traffic Plan. The State Court Plaintiffs, including successors, lessees and assigns cannot be made subject to any special tax assessment district, special service area, special service district or any similar taxing overlay, or otherwise charged a recapture fee, impact fee, or any other fee for the Required Traffic Improvements. When the Regional Traffic Plan is updated based on a Subsequent Study for a future Phase, then, provided

that all of the Required Traffic Improvements required per the terms of the preceding Regional Traffic Plan pertaining to the prior Phase have been fully constructed and completed, the City may issue Occupancy Permits for Industrial Warehouse Buildings up to 50% of the square footage contemplated in the Regional Traffic Plan for the then-current Phase, but shall condition the issuance of Occupancy Permits for the balance of the square footage in such Phase upon the completion of construction of the Required Traffic Improvements for such Phase pursuant to the Regional Traffic Plan. East Gate's obligations to construct any Required Traffic Improvements may be conditioned upon the receipt of permits or right-of-way from the applicable governmental authorities with jurisdiction over such Required Traffic Improvements. Permits from the City shall not be unreasonably withheld or delayed. To the extent permits or right-of-way necessary to make Required Traffic Improvements are not obtained: (i) the integrity of the Closed Loop Truck Network must be maintained in conformance with the terms in Section 3, and (ii) the City shall not issue Occupancy Permits beyond the 50% square footage limitation set forth above until such required permits or right-of-way necessary to make such Required Traffic Improvements are obtained and the completion of construction of such Required Traffic Improvements has occurred.

l. Notwithstanding the requirements of this Section 10, East Gate (or its Affiliates) shall be permitted to construct an aggregate of 3,000,000 square feet of Industrial Warehouse Buildings on the East Portion and/or West Portion (which may include up to 287,000 square feet of Industrial Warehouse Buildings on the West Portion, and the balance on the East Portion), prior to the approval of the Regional Traffic Plan and the City shall be permitted to issue Occupancy Permits for such Industrial Warehouse Buildings not exceeding 3,000,000 square feet in the aggregate (and the State Court Plaintiffs expressly agree to the foregoing); provided, that in all events, (i) any and all Tractor-Trailer Truck access with respect to such Industrial Warehouse Buildings shall, comply with the terms of Section 3 of this Agreement (including, but not limited to, the completion of the construction of the 53 Bridge for any such Industrial Warehouse Buildings constructed on the East Portion), and (ii) to the extent the initial (or any subsequent) Regional Traffic Plan identifies Required Traffic Improvements for operation of such Industrial Warehouse Buildings, East Gate shall diligently construct such improvements, and the City shall not be permitted to issue Occupancy Permits for any Industrial Warehouse Buildings constructed in any subsequent Phase prior to the time that such Required Traffic Improvements for such 3,000,000 square feet of Industrial Warehouse Buildings have been fully constructed and completed. The foregoing references to Industrial Warehouse Buildings shall be read to include any Outdoor Logistics Uses, to the extent East Gate proceeds with the same in lieu of said 3,000,000 square feet of Industrial Warehouse Buildings, and in such case, the terms of Section 2(c)(iii) shall remain applicable.

m. To the extent that CenterPoint Properties (or its Affiliates) owns or Controls right-of-way in the area depicted in red in **Exhibit "G"** (the "Private Road Right-Of-Way") that the Regional Traffic Plan determines is necessary to construct any Required Traffic Improvements, CenterPoint Properties (for itself and its Affiliates) shall consent to the construction by East Gate of such Required Traffic Improvements within the Private Road Right-Of-Way, and East Gate and CenterPoint Properties (or its Affiliates) shall enter into an access easement that, at minimum, includes the following:

(i) Payment by East Gate of an impact fee in an amount equal to $23 per square foot of Private Road Right-Of-Way encumbered by any such Required Traffic Improvements;

(ii) Insurance (including, but not limited to, commercial general liability insurance) obtained and maintained by East Gate (itself and its Affiliates) that shall include CenterPoint Properties (itself and its Affiliates) as an additional insured for all construction of any Required Traffic Improvements within the Private Road Right-Of-Way;

(iii) Agreement by East Gate (itself and its Affiliates) to an indemnification provision for the benefit of CenterPoint Properties (itself and its Affiliates) indemnifying CenterPoint Properties (and its applicable Affiliates) for East Gate's construction activities within the Private Road Right-Of-Way;

(iv) Agreement by East Gate (itself and its Affiliates) shall use commercially reasonable efforts to complete said Required Traffic Improvements in a timely manner and in such a manner as not to unreasonably interfere with or unreasonably impede CenterPoint Properties' (itself or its Affiliates) operations or facilities; and

(v) CenterPoint (and its Affiliates) shall from time to time enter into temporary construction easements for property owned by CenterPoint (and its Affiliates) if required to carry out such Required Traffic Improvements, which construction easements shall be substantially in the form attached hereto as **Exhibit "L"**. Any such temporary construction easements shall: (W) be of a limited duration for a reasonable period necessary to complete such Required Traffic Improvements, (X) shall include customary provisions requiring the repair or restoration of such property to a condition equal to its condition prior to use under such easement, (Y) shall be subject to the terms of subsections (ii) through (iv) above, but (Z) shall not require the payment stated in subsection (i) above.

The rights and obligations with respect to the Private Road Right-Of-Way shall be recorded against the Private Road Right-Of-Way property subject to the CIC Joliet Association as a part of the Declaration Amendment.

n. After the approval of the initial Regional Traffic Plan and prior to the construction of each additional Phase described in Section 10(a)(2) through (5) above, East Gate shall submit an update to the Regional Traffic Plan to evaluate changes in conditions that would modify the prior findings of the Regional Traffic Plan for such Phase, and shall propose any modifications from the Regional Traffic Plan to the Required Traffic Improvements or the required timing of the construction of such Required Traffic Improvements (if any) (each of which subsequent modifications of the Regional Traffic Plan proposed by East Gate shall be a "Subsequent Study"). Such Subsequent Study, inclusive of any modifications, shall then again be submitted to the Reviewing Parties, and the processes set forth in this Section 10 (commencing with Section 10(a)) shall be repeated, and the City shall upon conclusion of such process issue an updated Regional Traffic Plan, which shall constitute the binding Regional Traffic Plan for all purposes set forth in this Agreement.

o. The City, East Gate and NorthPoint each acknowledge and agree that this Agreement and the process detailed in this Section accomplishes the goal of providing safe and appropriate access to the East Gate Property. The process set forth in this Section 10, and the results of the Regional Traffic Plan, as determined in accordance with this Section 10, shall be binding upon all Parties. The requirements of East Gate with respect to the EG Traffic Study (including any Subsequent Study) and process set forth in this Section 10 shall be deemed to supplement the requirements of East Gate and the City under the Annexation Agreement with respect to the determination of necessary traffic improvements to be constructed by East Gate under the "Traffic Impact Study" (as defined in the Annexation Agreement). In the event of any conflict between this Agreement and the Annexation Agreement, the City and East Gate agree that this Agreement shall control.

11. No Other Proceedings. The Parties represent and warrant that other than the State Court Litigation, the Federal Court Litigation, matters pertaining to the Condemnation Ordinance, and other matters pertaining to the approvals for construction of the Temporary Connection and Closed Loop Truck Network (including Illinois Commerce Commission approvals), no other complaints, charges, lawsuits or claims have been filed in court, arbitration, or in any other forum by or between these Parties as pertains to the MOU or the subject of this Agreement, or any of the same subject matter addressed in the State Court Litigation, the Federal Court Litigation, or the Condemnation Ordinance.

12. Release of Claims. Each of the Parties, on behalf of itself and its past and present parents, subsidiaries, affiliates, related entities, predecessors, and attorneys, and all of its and their respective past and present agents, employees, servants, officers, directors, shareholders, members, representatives, agents, independent contractors, legal representatives, successors, and assigns hereby forever and completely releases, acquits and discharges each of the other Parties and its past and present parents, subsidiaries, affiliates, related entities, predecessors, and attorneys, and all of its and their respective past and present agents, employees, servants, officers, directors, shareholders, members, representatives, agents, independent contractors, legal representatives, successors, and assigns (the "Releases") from each and any charge, promise, action, cause of action, covenant, contract, controversy, agreement, complaint, claim, counter-claim, liability, obligation, suit, demand, grievance, arbitration, cost, loss, sum of money, account, bill, judgment, execution, damage (including, but not limited to, those that could be alleged under 735 ILCS 5/11-110), debt and expense, including attorneys' fees and costs, of any nature whatsoever, in law or in equity, whether common law, statutory or in equity, which the Parties ever had or now have, whether known or unknown, fixed or contingent, liquidated or unliquidated, arising from or related to the disputes giving rise to the State Court Litigation, the Federal Court Litigation, or the Condemnation Ordinance, including, without limitation, the MOU, and the Annexation Agreement (collectively, the "Claims"). Each of the Parties further waives any Claims to contest the City's or City Engineer's determination as to the binding Regional Traffic Plan, upon its approval in accordance with this Agreement, including the City's determinations with respect to the resolution of any conflicting recommendations of the EG Traffic Study and the Alternative Study, all of which shall be at the City's sole discretion; provided, however, in no event shall the City's or City Engineer's determination result in a breach of the terms of this Agreement, including the terms and provisions set forth in Sections 3 and 10. Notwithstanding the foregoing, the Releases do not apply to Claims concerning the enforcement of the terms of this Agreement, Claims not included in the Releases that may arise from conduct that postdates the Effective Date, Claims concerning

the enforcement of any other contract between the Parties, or any Claims that cannot be released as a matter of law. No Party shall circumvent the Releases or this Agreement by acting through, or facilitating or inducing the actions of, any third-party that is not a Party to this Agreement, including, without limitation, through joining or participating in any litigation that challenges the validity of this Agreement or any matters undertaken by any Party in furtherance of this Agreement, in a manner that would be inconsistent with this Agreement.

13. No Admission of Liability or Wrongdoing. This Agreement affects the compromise and settlement of disputed and contested claims, and it is entered into by the Parties in order to avoid the expense and inconvenience of litigation. Nothing contained in this Agreement shall be construed as an admission by any Party of any liability or wrongdoing of any kind to any other Party, nor shall it be an admission with respect to any matters contained in the MOU or the enforceability of the MOU, or to any matters contained in the Annexation Agreement or the enforceability of the Annexation Agreement.

14. Attorneys' Fees and Costs. Except as otherwise privately agreed among any of the Parties, the Parties agree to bear their own respective attorneys' fees and costs incurred in connection with the State Court Litigation, the Federal Court Litigation, matters related to the Condemnation Ordinance, the negotiation of this Agreement, and the matters which are the subject of the Releases.

15. Representations and Warranties. The Parties each represent, warrant and covenant with the other as follows:

a. They have not and will not assign all or any portion of their Claims against any other Party to any person or entity;

b. They have the full power and authority to enter into and perform this Agreement on behalf of themselves and on behalf of their respective related entities providing the Releases, and that the execution, delivery and performance of this Agreement by them (i) has been duly and validly authorized by all necessary action on their part, (ii) does not conflict with or result in a violation of their articles of organization and operating agreement, corporate by-laws, state or local laws governing their operations, or any judgment, order or decree of any court or arbiter in any proceeding to which they are a party, and (iii) does not conflict with or constitute a material breach of, or constitute a material default under, any contract, agreement or other instrument by which they are bound or to which they are a party, including, without limitation, the MOU and the Annexation Agreement; and

c. No consent of any Person not a Party hereto is required for them to enter into and perform this Agreement.

16. Amendment and Waiver. No term, covenant, agreement or condition of this Agreement may be amended or modified unless in a writing executed by all of the Parties. No waiver of any term, covenant, agreement or condition of this Agreement by a Party shall be effective unless in a writing executed by the waiving Party. No failure to exercise and no delay in exercising, any right, remedy, or power under this Agreement shall operate as a wavier thereof, nor shall any single or partial exercise of any right, remedy or power under this Agreement

preclude any other or future exercise thereof, or the exercise of any other right, remedy, or power provided herein or by law or in equity.

17. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the Parties and their assigns, subject to the following:

a. HRE shall not assign this Agreement without the prior written consent of East Gate; provided, however, (i) in connection with the assignment of HRE's interest under that certain Bridge and Ground Lease Agreement by and between the City and HRE dated July 23, 2020 (the "Houbolt Bridge and Ground Lease"), HRE may assign this Agreement without such consent to one (1) Person that succeeds to HRE's leasehold interest under said Houbolt Bridge and Ground Lease, which assignment shall be effective on written notice to the Parties, and (ii) in the event that HRE (x) ceases to be the lessee under the Houbolt Bridge and Ground Lease and (y) has not assigned this Agreement to the successor lessee under the Houbolt Bridge and Ground Lease, HRE's rights and obligations under this Agreement shall be terminated;

b. CenterPoint Properties and CenterPoint Terminal shall not assign this Agreement without the prior written consent of East Gate; provided, however, (i) in connection with a conveyance of property owned by CenterPoint Properties (and its Affiliates) within the CNT Intermodal Center, CenterPoint Properties and CenterPoint Terminal, together, may assign this Agreement without such consent to one (1) Person that succeeds to ownership of all or a portion of such property, which assignment shall be effective on written notice to the Parties, and (ii) in the event that CenterPoint Properties (or its Affiliates) ceases to own any property within the CNT Intermodal Center and has not assigned this Agreement to one (1) successor-owner as provided above, the rights and obligations of CenterPoint Property and CenterPoint Terminal under this Agreement shall be terminated;

c. On the Effective Date, this Agreement shall be recorded with the Will County Recorder's office against the East Gate Property (as it is comprised as of the Effective Date). Upon the date that any Additional Property becomes a part of the East Gate Property under this Agreement, this Agreement shall also be recorded against such Additional Property, it being agreed and understood that the entirety of the East Gate Property (including any Additional Property, as and when the same becomes included in the East Gate Property under this Agreement) shall be encumbered by this Agreement, and once so encumbered, this Agreement shall continue to run with the land and be binding on successors and assigns, such that the rights, restrictions and obligations of East Gate hereunder apply to any future owner of any and all portions of the East Gate Property (including any Additional Property, when included in the East Gate Property under this Agreement). East Gate shall not assign this Agreement without the prior written consent of HRE and CenterPoint Properties; provided, however, (i) in connection with a conveyance of all or a portion of the East Gate Property, East Gate may assign this Agreement without such consent to one (1) Person that succeeds to ownership of all or a portion of the East Gate Property (provided, however, prior to the completion of the Required Traffic Improvements identified in the fifth and final Regional Traffic Plan performed under this Agreement, East Gate may only assign this Agreement without the prior written consent of HRE and CenterPoint Properties to (x) a Person that, directly or indirectly, acquires at least 50% of the East Gate Property (including any Additional Property, when included in the East Gate Property under this Agreement), or (y) a Person Controlled by NorthPoint (or its Affiliates)), which assignment shall be effective on written

notice to the Parties (and any such assignee shall agree in writing for the benefit of the Parties to be bound by the terms and conditions of this Agreement, and any assignment inconsistent with the foregoing shall be void), and (ii) in the event that East Gate (or its Affiliates) ceases to own property within the East Gate Property, the rights and obligations of East Gate under this Agreement (except those recorded against the East Gate Property pursuant to the recorded instrument set forth herein) shall be terminated.

d. The City shall not assign this Agreement without the prior written consent of the other Parties.

e. Upon any Party's assignment of this Agreement in accordance with this Section 17, any rights of the Party that has assigned this Agreement to enforce this Agreement (including under Section 22 below) shall be solely held by the assignee of such Party.

18. Affiliates. As used in this Agreement, the term "Affiliate" shall mean, as to any Person, any other Person that: (a) owns, directly or indirectly, twenty-five percent (25%) or more of all equity interests in such Person or is under common ownership, directly or indirectly, with twenty-five percent (25%) or more of all equity interests of such Person, and/or (b) is in direct and/or indirect Control of, is directly and/or indirectly Controlled by or is under common direct and/or indirect ownership or Control with such Person, and/or (c) is a direct or indirect director, officer or manager of such Person or of an Affiliate of such Person. Notwithstanding anything contained herein to the contrary, however, in no event shall (i) CenterPoint Properties and HRE be deemed to be Affiliates, and (ii) CenterPoint Terminal and HRE be deemed to be Affiliates. For purposes hereof, (x) the term "Control" (or "Controlled" or "Controlling," each of which, when capitalized in this Agreement) means having, directly or indirectly, the authority, whether by ownership, voting authority, or contract, to direct the business and affairs of a Person, and (y) the term "Person" means a limited liability company, partnership, corporation, association, trust, individual, or governmental or quasi-governmental entity.

19. Counterparts. This Agreement may be executed by each of the Parties in separate counterparts, each of which, when so executed, shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument. Execution of this Agreement by the Parties via pdf, facsimile or DocuSign signatures shall be deemed the same as original signatures.

20. Integration and Severability. This Agreement embodies the entire agreement and understanding between the Parties with respect to the matters addressed herein and supersedes all prior agreements and understandings relating to the subject matter hereof, other than the MOU and the Annexation Agreement (as affected or supplemented hereby) which shall remain binding and enforceable among the parties thereto. In case any one or more of the provisions contained in this Agreement or in any instrument contemplated hereby, or any application thereof, shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and therein, and any other application thereof, shall not in any way be affected or impaired thereby.

21. Captions. The captions and headings of this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

22. Enforcement. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois without application of any conflict of laws, rules, or concepts. No Party may assert a breach of this Agreement prior to providing the Party purported to be in breach with a notice of such purported breach and opportunity to cure the same within thirty (30) days of the receipt of such notice (or such longer period as reasonably required, provided that such Party uses diligent efforts to cure such purported breach as soon as reasonably practicable); and provided, further, that in order to "cure" such breach, all costs, losses or other expenses that are suffered by the non-breaching Party (or Parties) as a result of such breach must be recovered by the non-breaching Party (or Parties) during such cure period and such costs incurred in connection with such recovery shall be borne solely by the breaching Party. Upon the failure to cure any breach, the non-breaching Party (or Parties) shall be entitled to specific performance, immediate injunctive relief, and any additional rights at law or equity, to enforce the terms of this Agreement as written, provided however, an action for money damages shall not lie against the City or any City officials in their official capacity. The Parties hereby irrevocably and unconditionally agree that any suit, action or proceeding arising out of or related to this Agreement shall be brought only in state courts of competent jurisdiction located in Will County, Illinois. To the fullest extent permissible by law, the Parties hereby consent to the personal jurisdiction, venue and forum of such courts and hereby irrevocably and unconditionally waive any claim or objection that it is not subject to the jurisdiction of such courts, that the venue is improper, that the forum is inconvenient or any similar objection, claim or argument.

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

24. Jointly Drafted. The Agreement has been reviewed by counsel for the Parties. Each of the Parties, through its respective legal counsel, has participated in the drafting and negotiation of this Agreement. The Agreement shall be deemed to have been jointly drafted by each of the Parties for the purposes of applying any rule of contract construction.

25. Survival. Except as specifically provided in this Agreement, all provisions of this Agreement shall survive the Effective Date, and all representations and warranties shall be true as of the Effective Date.

26. Notices. Notices under this Agreement shall be provided to each Party at the addresses set forth below (which may be changed at any time by written notice to the other Parties). Notices shall be effective if delivered in person, by nationally-recognized overnight courier, or by electronic mail:

If to the City: City of Joliet
150 W. Jefferson Street
Joliet, IL 60432
Attn: Beth Beatty
Email: [redacted]

With a copy to:

Michael Layden
Croke Fairchild Duarte & Beres
180 N. LaSalle Street, Suite 3400
Chicago, IL 60601
Email: [redacted]

If to East Gate or NorthPoint:

NorthPoint Development, LLC
Attn: Evan Fitts
3315 North Oak Trafficway
Kansas City, Missouri 64116
Email:
Evan Fitts [redacted]
Nathaniel Hagedorn [redacted]
Christian Evangelista [redacted]

If to HRE:

CenterPoint Properties Trust
Attn: General Counsel
1808 Swift Drive
Oakbrook, Illinois 60523
Email:
Rick Mathews [redacted]
Michael Murphy [redacted]
Ed Harrington [redacted]

United Bridge Operating, LLC
Attn: General Counsel
2679 West Main Street, Suite 300-756
Littleton, CO 80120
Email:
Bob Hellman [redacted]
Doug Witt [redacted]

With a copy to:

Latham & Watkins LLP
330 North Wabash Ave., Suite 2800
Chicago, IL 60611
Attention: Robert Fernandez, Esq.
Email: Robert Fernandez, Esq. [redacted]

Morgan, Lewis & Bockius LLP
110 North Wacker Drive, Suite 2800
Chicago, IL 60606

Attention: Beth Herrington
Email:
Beth Herrington [redacted]

If to CenterPoint Properties or CenterPoint Terminal:

CenterPoint Properties Trust
Attn: General Counsel
1808 Swift Drive
Oakbrook, Illinois 60523
Email:
Rick Mathews [redacted]
Michael Murphy [redacted]
Ed Harrington [redacted]

With a copy to:

Spesia & Taylor
Attn: Christian Spesia
1415 Black Road
Joliet, IL 60435
Email:
Christian Spesia [redacted]
John Spesia [redacted]
Jacob Gancarczyk [redacted]

[Remainder of page intentionally left blank. Signature page follows below.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates indicated below.

CENTERPOINT PROPERTIES TRUST

By: [redacted]
Name: [redacted]
Title: Chief Development Officer
Date: June 19, 2025

CITY OF JOLIET

By: [redacted]
Name: [redacted]
Title: City Manager
Date: 06-20-2025

CENTERPOINT JOLIET TERMINAL RAILROAD, LLC

By: [redacted]
Name: [redacted]
Title: Chief Development Officer
Date: June 19, 2025

HOUBOLT ROAD EXTENSION JV, LLC

By: [redacted]
Name: [redacted]
Title: Authorized officer
Date: June 19, 2025

EAST GATE - LOGISTICS PARK CHICAGO, LLC (for itself and its wholly-owned subsidiary, New Wave Farms, LLC)

By: NorthPoint Development, LLC,
its Manager

By: _____
Name: Nathaniel Hagedorn
Title: Manager
Date: _____

NORTHPOINT DEVELOPMENT, LLC

By: _____
Name: Nathaniel Hagedorn
Title: Manager
Date: _____

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates indicated below.

CENTERPOINT PROPERTIES TRUST

By: _____
Name: _____
Title: _____
Date: _____

CITY OF JOLIET

By: _____
Name: _____
Title: _____
Date: _____

CENTERPOINT JOLIET TERMINAL RAILROAD, LLC

By: _____
Name: _____
Title: _____
Date: _____

HOUBOLT ROAD EXTENSION JV, LLC

By: _____
Name: _____
Title: _____
Date: _____

EAST GATE - LOGISTICS PARK CHICAGO, LLC (for itself and its wholly-owned subsidiary, New Wave Farms, LLC)

By: NorthPoint Development, LLC,
its Manager

By: [redacted]
Name: [redacted]
Title: Manager
Date: 6/20/25

NORTHPOINT DEVELOPMENT, LLC

By: [redacted]
Name: [redacted]
Title: Manager
Date: 6/20/25

EXHIBIT "A"
CNT Intermodal Center

(Areas Depicted in Green)

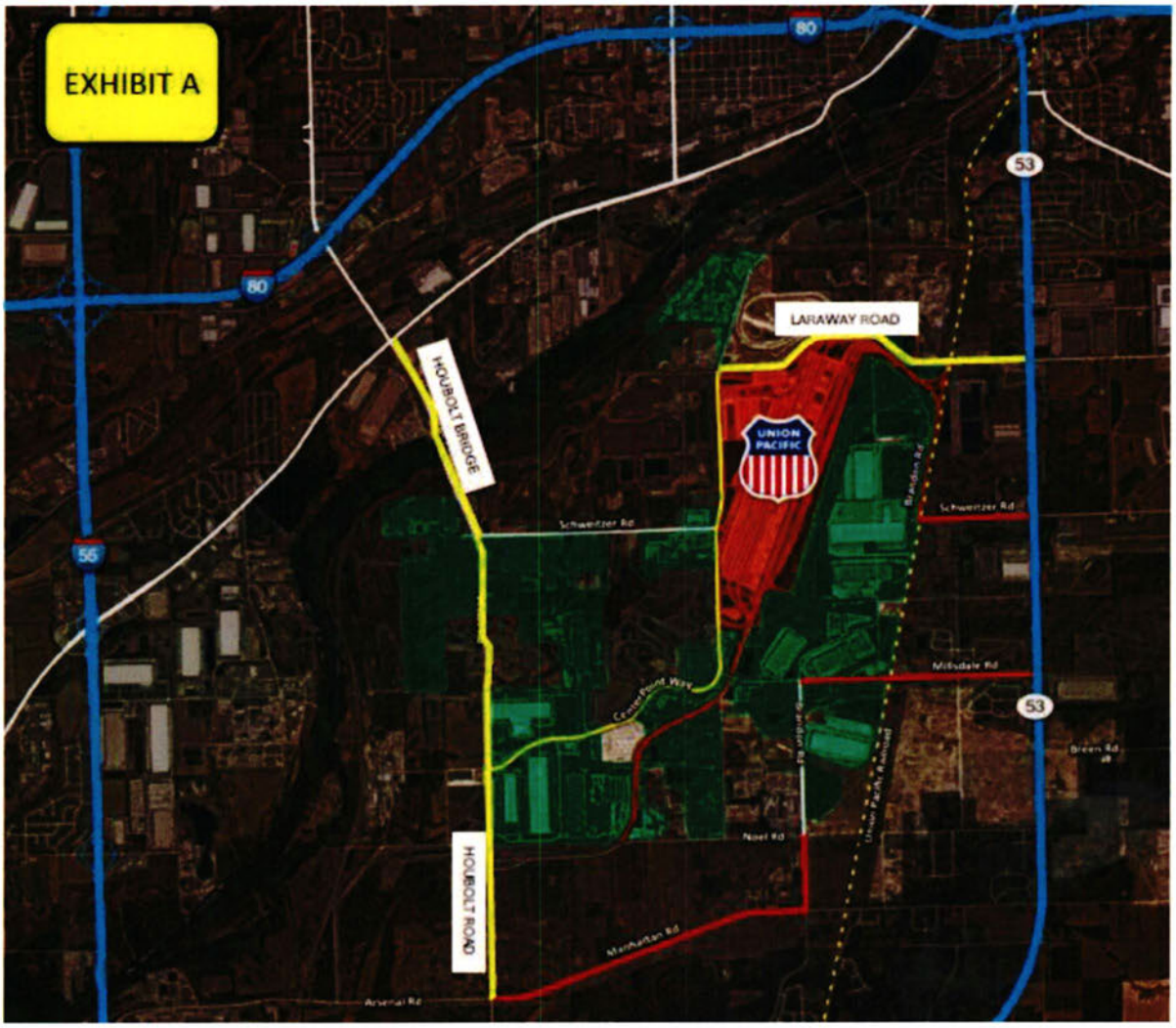


EXHIBIT "B"

East Gate Property (as of the Effective Date)

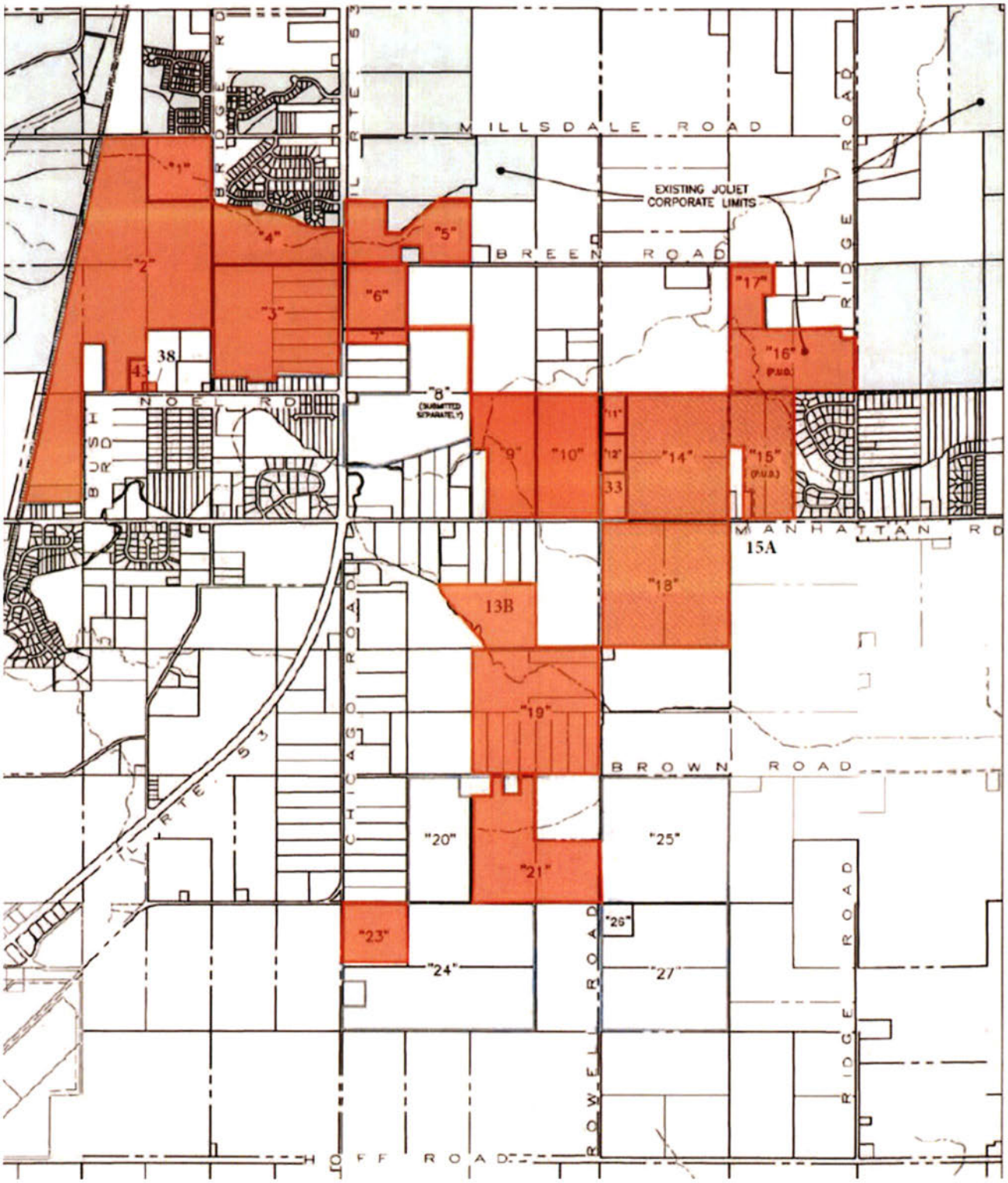


EXHIBIT "B"
Legal Description of the East Gate Property (as of the Effective Date)

PARCEL 1 (*See note below)

THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, EXCEPTING THEREFROM THE NORTH 40 FEET AS DEDICATED TO THE CITY OF JOLIET BY DEDICATION OF RIGHT OF WAY RECORDED JUNE 29, 2012 AS DOCUMENT NUMBER R2012070236.

PARCEL 2 (*See note below)

THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 8, LYING EAST OF THE EAST LINE OF THE RIGHT OF WAY OF THE GULF, MOBILE AND OHIO RAILROAD, FORMERLY THE CHICAGO AND ALTON RAILROAD, IN TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

TOGETHER WITH:

THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 9, LYING EAST OF THE EAST LINE OF THE RIGHT OF WAY OF THE GULF, MOBILE AND OHIO RAILROAD, FORMERLY THE CHICAGO AND ALTON RAILROAD, IN TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

TOGETHER WITH:

THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THEREFROM THAT PART THEREOF CONVEYED TO PETER FRAZINE, BY WARRANTY DEED RECORDED NOVEMBER 21, 1845 IN BOOK K, ON PAGE 154, AND EXCEPTING THE EAST 382.5 FEET OF THE SOUTH 700 FEET OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 9, AND ALSO EXCEPT THE WEST 431.90 FEET OF THE SOUTH 1008.57 FEET OF SAID SECTION 9), IN WILL COUNTY, ILLINOIS.

TOGETHER WITH:

THAT PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 17, LYING EAST OF THE EAST LINE OF THE RIGHT OF WAY OF THE GULF, MOBILE AND OHIO RAILROAD, FORMERLY THE CHICAGO AND ALTON RAILROAD, AND LYING NORTH OF THE NORTH LINE OF THE LAND CONVEYED BY QUIT CLAIM DEED

[Exhibit continues below.]

RECORDED DECEMBER 30, 1992, AS DOCUMENT R92-105491, IN TOWNSHIP 34 NORTH AND IN RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

TOGETHER WITH:

THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, LYING EASTERLY OF THE GULF, MOBILE AND OHIO RAILROAD, FORMERLY THE CHICAGO AND ALTON RAILROAD; IN TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

TOGETHER WITH:

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY, ILLINOIS.

TOGETHER WITH:

THAT PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 34 NORTH AND IN RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EASTERLY RIGHT OF WAY LINE OF THE GULF, MOBILE AND OHIO RAILROAD (FORMERLY THE CHICAGO AND ALTON RAILROAD) BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SAID NORTHEAST QUARTER OF SECTION 17; THENCE NORTH 00 DEGREES 13 MINUTES 01 SECONDS WEST, 350.20 FEET ALONG THE EAST LINE OF THE SAID NORTHEAST QUARTER OF SECTION 17, TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 41 MINUTES 21 SECONDS WEST 1206.39 FEET, ALONG A LINE PARALLEL TO THE SOUTH LINE OF THE SAID NORTHEAST QUARTER OF SECTION 17, TO THE EASTERLY RIGHT OF WAY LINE OF THE GULF, MOBILE AND OHIO RAILROAD; THENCE NORTH 11 DEGREES 52 MINUTES 10 SECONDS EAST 382.08 FEET ALONG THE SAID EASTERLY RIGHT OF WAY LINE OF THE GULF, MOBILE AND OHIO RAILROAD; THENCE NORTH 89 DEGREES 41 MINUTES 21 SECONDS EAST, 1126.32 FEET, ALONG A LINE PARALLEL TO THE SOUTH LINE OF THE SAID NORTHEAST QUARTER OF SECTION 17, TO THE EAST LINE OF THE SAID NORTHEAST QUARTER OF SECTION 17; THENCE SOUTH 00 DEGREES 13 MINUTES 01 SECONDS EAST 373.48 FEET, ALONG THE SAID EAST LINE OF THE NORTHEAST QUARTER OF SECTION 17, TO THE POINT OF BEGINNING, ALL IN JACKSON TOWNSHIP, WILL COUNTY, ILLINOIS.

[Exhibit continues below.]

PARCEL 3 (*See note below)

THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THAT PART OF THE SOUTHEAST QUARTER OF SECTION 9 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SAID SOUTHEAST QUARTER; THENCE NORTH, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, 295.00 FEET; THENCE EAST, ALONG THE NORTH LINE OF THE SOUTH 295.00 FEET OF SAID SOUTHEAST QUARTER, A DISTANCE OF 40.00 FEET TO THE NORTHWEST CORNER OF LOT 10 OF NOEL VIEW ESTATES ACCORDING TO THE PLAT THEREOF RECORDED JULY 2, 1991 AS DOCUMENT R91-36372; THENCE EAST, ALONG THE NORTH LINE OF LOTS 10, 9 AND 8 OF SAID NOEL VIEW ESTATES, A DISTANCE OF 474.41 FEET TO THE NORTHEAST CORNER OF LOT 8 OF SAID NOEL VIEW ESTATES; THENCE EAST, ALONG THE NORTH LINE OF THE SOUTH 295.00 FEET OF SAID SOUTHEAST QUARTER, SAID NORTH LINE ALSO BEING THE NORTH LINE OF THE LAND CONVEYED BY DOCUMENTS R94-707 AND R94-2481, A DISTANCE OF 196.00 FEET TO THE NORTHEAST CORNER OF THE LAND CONVEYED BY SAID DOCUMENT R94-2481; THENCE SOUTH, ALONG THE EAST LINE OF THE LAND CONVEYED BY DOCUMENT R94-2481, A DISTANCE OF 81.00 FEET TO A POINT ON SAID EAST LINE WHICH IS 214.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE EAST, ALONG THE NORTH LINE OF THE SOUTH 214.00 FEET OF SAID SOUTHEAST QUARTER, A DISTANCE OF 639.00 FEET TO A POINT ON THE WEST LINE OF LOT 7 OF SAID NOEL VIEW ESTATES; THENCE NORTH, ALONG THE WEST LINE OF SAID LOT 7, A DISTANCE OF 119.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 7; THENCE EAST, ALONG THE NORTH LINE OF LOTS 7, 6, 5, 4, 3, 2 AND 1 OF SAID NOEL VIEW ESTATES, A DISTANCE OF 1226.40 FEET TO THE NORTHEAST CORNER OF LOT 1 OF SAID NOEL VIEW ESTATES; THENCE SOUTHERLY, ALONG THE WESTERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 53, TO A POINT ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER WHICH IS 141.98 FEET WEST OF THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE WEST, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER TO THE POINT OF BEGINNING; ALSO EXCEPTING THAT PART OF THE SOUTHEAST QUARTER OF SAID SECTION 9 DEDICATED TO THE STATE OF ILLINOIS FOR PUBLIC HIGHWAY PURPOSES PURSUANT TO DOCUMENT 557860, RECORDED JULY 27, 1942 IN BOOK 927, PAGE 83, AND DOCUMENT 557926, RECORDED JULY 27, 1942 IN BOOK 927, PAGE 399, ALL IN WILL COUNTY, ILLINOIS.

PARCEL 4 (*See note below)

THAT PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WESTERLY RIGHT OF WAY LINE OF U.S. ROUTE 53 HIGHWAY AND LYING SOUTHERLY OF A SERIES OF LINES DESCRIBED AS BEGINNING AT THE SOUTHEAST CORNER OF LOT 31, IN UNIT NO. 2, OF GLAD-DALE MEADOWS SUBDIVISION OF PART OF SAID QUARTER; THENCE WEST ALONG THE SOUTH LINE OF SAID UNIT NO. 2 TO THE SOUTHWEST CORNER OF LOT 26 OF SAID UNIT NO. 2; THENCE WEST

1032 FEET ALONG A STRAIGHT LINE EXTENDED WEST FROM SAID SOUTHWEST CORNER OF LOT 26 AND SAID STRAIGHT LINE BEING PARALLEL WITH THE SOUTH LINES OF LOTS 18, 19, 20, 21, 22 AND 23 OF SAID UNIT NO. 2; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE TO THE SOUTHERNMOST CORNER OF LOT 49 OF UNIT NO. 3, GLAD-DALE MEADOWS SUBDIVISION OF PART OF SAID QUARTER; THENCE NORTHWESTERLY AND SOUTHWESTERLY ALONG THE SOUTHERN LINES OF SAID UNIT NO. 3, TO THE WEST LINE OF SAID QUARTER AND EXCEPTING THEREFROM THE NORTH 300 FEET OF THE SOUTH 1071.70 FEET OF THE EAST 385.50 FEET OF SAID NORTHEAST QUARTER, AND FURTHER EXCEPTING THE RESERVE AT CEDAR CREEK UNIT 1, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 13, 2006, AS DOCUMENT NO. R2006-154818, AND ALSO EXCEPTING THEREFROM THE RESERVE AT CEDAR CREEK UNIT 2 PHASE 1, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 17, 2007, AS DOCUMENT NO. R2007-107787, ALL IN WILL COUNTY, ILLINOIS.

***NOTE: PARCEL 1, PARCEL 2, PARCEL 3, & PARCEL 4 MAY ALSO BE COLLECTIVELY DESCRIBED AS FOLLOWS:**

(P.I.N. 10-11-09-402-008-0010, 10-11-09-402-008-0020, 10-11-09-403-001-0010, 10-11-09-403-001-0020, 10-11-09-301-001-0010, 10-11-09-301-001-0020, 10-11-09-301-003-0000, 10-11-08-401-006-0000, 10-11-09-301-002-0010, 10-11-09-301-002-0020, 10-11-09-208-041-0010, 10-11-09-208-041-0020, 10-11-09-208-041-0030, 10-11-09-101-002-0010, 10-11-09-101-002-0020, 10-11-09-101-002-0030, 10-11-09-101-001-0000 AND 10-11-09-208-042-0000)

ALL OF LOT 1, LOT 2, LOT 3, LOT 4, LOT 5, LOT 6, LOT 7, LOT 8, LOT 9 AND LOT 10 IN THIRD COAST INTERMODAL HUB 1 – UNIT 1, BEING A SUBDIVISION OF PART OF THE EAST HALF OF SECTION 8 AND PART OF SECTION 9, ALL IN TOWNSHIP 34 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JULY 26, 2023, AS DOCUMENT R2023-037601 IN THE OFFICE OF THE RECORDER, WILL COUNTY, ILLINOIS.

TOGETHER WITH:

(P.I.N. 10-11-09-100-006-0010, 10-11-09-100-007-0010, 10-11-09-100-007-0020, 10-11-09-100-008-0010, 10-11-09-100-008-0020, AND 10-11-09-100-006-0020)

THAT PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN, BEING BOUNDED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERN CORNER OF LOT 3 IN THIRD COAST INTERMODAL HUB 1 – UNIT 1 (HEREINAFTER REFERRED TO AS "UNIT 1"), BEING A SUBDIVISION OF PART OF THE EAST HALF OF SECTION 8 AND PART OF SECTION 9, ALL IN TOWNSHIP 34 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN

ACCORDING TO THE PLAT THEREOF RECORDED JULY 26, 2023, AS DOCUMENT R2023-037601 IN THE OFFICE OF THE RECORDER, WILL COUNTY, ILLINOIS (THE FOLLOWING THREE (3) COURSES ARE ALONG THE NORTHERN LINE OF SAID LOT 3); 1) THENCE NORTH 80 DEGREES 54 MINUTES 29 SECONDS WEST 607.29 FEET; 2) THENCE NORTH 77 DEGREES 16 MINUTES 09 SECONDS WEST 1637.64 FEET; 3) THENCE NORTH 82 DEGREES 13 MINUTES 16 SECONDS WEST 33.43 FEET TO THE NORTHWESTERN CORNER OF SAID LOT 3, SAID POINT LYING ON THE EASTERN RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD COMPANY; THENCE NORTH 10 DEGREES 26 MINUTES 12 SECONDS EAST ALONG THE EASTERN LINE OF SAID RAILROAD 1167.74 FEET TO THE SOUTHWESTERN CORNER OF LOT 9 IN SAID "UNIT 1" SUBDIVISION, (THE FOLLOWING TWO (2) COURSES ARE ALONG THE SOUTHERN AND EASTERN LINES OF SAID LOT 9); 1) THENCE SOUTH 79 DEGREES 33 MINUTES 48 SECONDS EAST 1063.42 FEET; 2) THENCE NORTH 01 DEGREES 47 MINUTES 08 SECONDS WEST 444.79 FEET TO THE SOUTHWESTERN LINE OF LOT 8 IN SAID "UNIT 1" SUBDIVISION, SAID POINT LYING ON A NON-TANGENT CURVE BEING CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 1050.00 FEET, (THE FOLLOWING FOUR (4) COURSES ARE ALONG THE SOUTHWESTERLY LINE OF SAID LOT 8); 1) THENCE EASTERLY, SOUTHEASTERLY AND SOUTHERLY ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 1230.79 FEET TO ITS POINT OF TANGENCY, SAID CURVE SUBTENDED BY A CHORD BEARING OF SOUTH 44 DEGREES 46 MINUTES 37 SECONDS EAST 1161.53 FEET; 2) THENCE SOUTH 11 DEGREES 11 MINUTES 47 SECONDS EAST 140.00 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 1150.00 FEET; 3) THENCE SOUTHERLY AND SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 695.11 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 28 DEGREES 30 MINUTES 45 SECONDS EAST 684.58 FEET; 4) THENCE SOUTH 05 DEGREES 22 MINUTES 13 SECONDS WEST 87.79 FEET TO THE NORTHWESTERN CORNER OF LOT 6 IN SAID "UNIT 1" SUBDIVISION; THENCE SOUTH 40 DEGREES 02 MINUTES 09 SECONDS WEST ALONG A NORTHWESTERN LINE OF SAID LOT 6 A DISTANCE OF 275.49 FEET TO THE **POINT OF BEGINNING**, ALL IN WILL COUNTY, ILLINOIS.

TOGETHER WITH:

(P.I.N. 10-11-08-400-018-0000, 10-11-17-200-024-0000, AND 10-11-17-200-025-0000.)

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 8, AND THAT PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 17, ALL IN TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EASTERLY RIGHT OF WAY LINE OF THE GULF, MOBILE AND OHIO RAILROAD (FORMERLY THE CHICAGO AND ALTON RAILROAD) BEING FURTHER DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF THE SAID NORTHEAST QUARTER OF SECTION 17; THENCE NORTH 01 DEGREES 39 MINUTES 20 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 17 A DISTANCE OF 350.20 FEET TO THE **POINT OF BEGINNING;** THENCE SOUTH 88 DEGREES 14 MINUTES 22 SECONDS

WEST PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17 A DISTANCE OF 1206.38 FEET TO THE EASTERN RIGHT OF WAY LINE OF THE GULF, MOBILE AND OHIO RAILROAD; THENCE NORTH 10 DEGREES 26 MINUTES 12 SECONDS EAST ALONG SAID EASTERN RAILROAD RIGHT OF WAY LINE 2446.52 FEET TO THE SOUTHWESTERN CORNER OF LOT 5 IN THIRD COAST INTERMODAL HUB 1 – UNIT 1, BEING A SUBDIVISION OF PART OF THE EAST HALF OF SECTION 8 AND PART OF SECTION 9, ALL IN TOWNSHIP 34 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JULY 26, 2023, AS DOCUMENT R2023-037601 IN THE OFFICE OF THE RECORDER, WILL COUNTY, ILLINOIS (THE FOLLOWING TWO (2) COURSES ARE ALONG THE SOUTHERN LINE OF SAID LOT 5); 1) THENCE SOUTH 79 DEGREES 33 MINUTES 48 SECONDS EAST 168.19 FEET; 2) THENCE NORTH 88 DEGREES 18 MINUTES 39 SECONDS EAST 529.47 FEET TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE SOUTH 01 DEGREES 37 MINUTES 07 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8 A DISTANCE OF 80.00 FEET TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 17; THENCE SOUTH 01 DEGREES 39 MINUTES 20 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 17 A DISTANCE OF 2275.11 FEET TO THE **POINT OF BEGINNING**, ALL IN WILL COUNTY, ILLINOIS.

PARCEL 5

(P.I.N. 10-11-10-100-010-0000)

THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, SITUATED IN THE TOWNSHIP OF JACKSON, COUNTY OF WILL AND STATE OF ILLINOIS, EXCEPT THAT PART COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 10, AND RUNNING THENCE ON AN ASSUMED BEARING OF NORTH 90 DEGREES 00 MINUTES EAST ALONG THE SOUTH LINE OF THE SAID NORTHWEST QUARTER A DISTANCE OF 1204.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 90 DEGREES 00 MINUTES EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 372.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES EAST, A DISTANCE OF 352.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES WEST, A DISTANCE OF 372.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES WEST, A DISTANCE OF 352.00 FEET TO THE POINT OF BEGINNING, AND FURTHER EXCEPTING THEREFROM LOT 6 IN JOLIET LOGISTICS PARK PHASE ONE-A, A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 3, AND PART OF THE NORTHEAST QUARTER AND NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 9, 2016, AS DOCUMENT NO. R2016-070252, IN WILL COUNTY ILLINOIS.

PARCEL 6

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

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

PARCEL 7

(P.I.N. 10-11-10-300-006-0000)

THE NORTH 329.18 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, IN TOWNSHIP 34 NORTH, AND IN RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

LESS AND EXCEPT:
(Part of P.I.N. 10-11-10-300-006-0000.)
THAT PART OF THE NORTH 329.18 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, BEING BOUNDED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID QUARTER-QUARTER SECTION; THENCE NORTH 88 DEGREES 35 MINUTES 21 SECONDS EAST (BASIS OF BEARINGS - ILLINOIS STATE PLANE COORDINATES EAST ZONE (NAD83)) ALONG THE NORTH LINE OF SAID QUARTER-QUARTER SECTION 88.77 FEET TO THE NORTHEASTERN CORNER OF THE AREA DEDICATED FOR THE PURPOSE OF A PUBLIC HIGHWAY TO THE STATE OF ILLINOIS DEPARTMENT OF PUBLIC WORKS AND BUILDINGS AND DESCRIBED AS PARCEL NO. 1 IN BOOK 927, PAGE 405 IN THE OFFICE OF THE WILL COUNTY RECORDER, SAID POINT BEING THE **POINT OF BEGINNING** OF THIS DESCRIPTION; THENCE CONTINUING NORTH 88 DEGREES 35 MINUTES 21 SECONDS EAST ALONG THE NORTH LINE OF SAID QUARTER-QUARTER SECTION 70.00 FEET; THENCE SOUTH 01 DEGREES 24 MINUTES 39 SECONDS EAST 119.18 FEET; THENCE NORTH 88 DEGREES 35 MINUTES 21 SECONDS EAST 88.00 FEET; THENCE SOUTH 01 DEGREES 24 MINUTES 39 SECONDS EAST 185.00 FEET TO A POINT LYING 25.00 FEET NORTHERLY OF (MEASURED PERPENDICULAR TO) THE SOUTH LINE OF THE NORTH 329.18 FEET OF SAID QUARTER-QUARTER SECTION; THENCE SOUTH 88 DEGREES 35 MINUTES 21 SECONDS WEST PARALLEL WITH THE SOUTH LINE OF THE NORTH 329.18 FEET OF SAID QUARTER-QUARTER SECTION 158.01 FEET TO A POINT ON THE EASTERN LINE OF SAID AREA DEDICATED FOR A PUBLIC HIGHWAY, SAID POINT BEING A POINT ON A NON-TANGENT CURVE BEING CONCAVE TO THE EAST AND HAVING A RADIUS OF 381881.00 FEET; THENCE NORTHERLY ALONG SAID CURVE TO THE RIGHT A DISTANCE OF 304.18 FEET TO THE **POINT OF BEGINNING**, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 01 DEGREES 24 MINUTES 34 SECONDS WEST 304.18 FEET, CONTAINING 37,580 SQUARE FEET OR 0.863 ACRES, MORE OR LESS.
AND LESS AND EXCEPT:
(Part of P.I.N. 10-11-10-300-006-0000.)

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, BEING BOUNDED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE NORTH 88 DEGREES 35 MINUTES 21 SECONDS EAST (BASIS OF BEARINGS – ILLINOIS STATE PLANE COORDINATES EAST ZONE (NAD83)) ALONG THE NORTH LINE OF SAID QUARTER-QUARTER SECTION 88.77 FEET TO THE NORTHEASTERN CORNER OF THE AREA DEDICATED FOR THE PURPOSE OF A PUBLIC HIGHWAY TO THE STATE OF ILLINOIS DEPARTMENT OF PUBLIC WORKS AND BUILDINGS AND DESCRIBED AS PARCEL NO. 1 IN BOOK 927, PAGE 405 IN THE OFFICE OF THE WILL COUNTY RECORDER, SAID POINT BEING A POINT ON A NON-TANGENT CURVE BEING CONCAVE TO THE EAST AND HAVING A RADIUS OF 381881.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 329.18 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 329.18 FEET OF SAID QUARTER-QUARTER SECTION, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 01 DEGREES 24 MINUTES 41 SECONDS EAST 329.18 FEET; THENCE NORTH 88 DEGREES 35 MINUTES 21 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTH 329.18 FEET OF SAID QUARTER-QUARTER SECTION 531.63 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING NORTH 88 DEGREES 35 MINUTES 21 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTH 329.18 FEET OF SAID QUARTER-QUARTER SECTION 375.00 FEET; THENCE NORTH 01 DEGREES 24 MINUTES 39 SECONDS WEST PERPENDICULAR TO SAID SOUTH LINE 94.18 FEET; THENCE NORTH 76 DEGREES 24 MINUTES 39 SECONDS WEST 273.63 FEET; THENCE NORTH 52 DEGREES 56 MINUTES 39 SECONDS WEST 141.38 FEET TO A POINT LYING NORTH 01 DEGREES 24 MINUTES 39 SECONDS WEST OF THE POINT OF BEGINNING; THENCE SOUTH 01 DEGREES 24 MINUTES 39 SECONDS EAST 252.95 FEET TO THE **POINT OF BEGINNING,** CONTAINING 57,384 SQUARE FEET OR 1.317 ACRES, MORE OR LESS.

[Exhibit continues below.]

PARCEL 9

(P.I.N. 10-11-15-200-003-0000)

THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE EAST 300.00 FEET OF THE WEST 320 FEET OF THE SOUTH 1452.00 FEET THEREOF SITUATED IN WILL COUNTY, ILLINOIS.

PARCEL 10

(P.I.N. 10-11-15-200-002-0000)

THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 15, ALL IN TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN WILL COUNTY, ILLINOIS.

PARCEL 11

(P.I.N. 10-11-14-100-006-0000)

THE WEST 31.78 ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 14, ALL IN TOWNSHIP 34 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN WILL COUNTY, ILLINOIS.

EXCEPT THEREFROM THE FOLLOWING:

THAT PART OF THE WEST 31.78 ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 34 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE NORTH 1650.90 FEET THEREOF, ALL IN WILL COUNTY, ILLINOIS.

ALSO EXCEPT THEREFROM THE FOLLOWING:

THE SOUTH 825.45 FEET OF THE NORTH 1650.90 FEET OF THE FOLLOWING DESCRIBED PARCEL OF LAND: THE WEST 31.78 ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 34 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

[Exhibit continues below.]

PARCEL 12

(P.I.N. 10-11-14-100-007-0000)

THE SOUTH 825.45 FEET OF THE NORTH 1,650.90 FEET OF THE FOLLOWING DESCRIBED PARCEL OF LAND: THE WEST 31.78 ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 34 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

PARCEL 14

(P.I.N.s 10-11-14-100-004-0000 & 10-11-14-100-005-0000)

THE NORTH HALF OF THE FOLLOWING DESCRIBED PROPERTY: THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 14 AND THE EAST 29.38 ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER AND THE EAST 4.70 CHAINS OF THE WEST 12.63 CHAINS OF THE WEST HALF OF THE NORTHWEST QUARTER, EXCEPTING THEREFROM PORTIONS DEDICATED FOR PUBLIC HIGHWAYS AND EASEMENTS AND RESTRICTIONS OF RECORD ALL IN TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

TOGETHER WITH:

THE SOUTH HALF OF THE FOLLOWING DESCRIBED PROPERTY: THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 14 AND THE EAST 29.38 ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER AND THE EAST 4.70 CHAINS OF THE WEST 12.63 CHAINS OF THE WEST HALF OF THE NORTHWEST QUARTER, EXCEPTING THEREFROM PORTIONS DEDICATED FOR PUBLIC HIGHWAYS AND EASEMENTS AND RESTRICTIONS OF RECORD ALL IN TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

PARCEL 15

(P.I.N.s 10-11-14-200-013-0000 & 10-11-14-200-005-0000)

THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE WEST 287.00 FEET OF THE SOUTH 1517.77 FEET THEREOF, ALSO EXCEPTING THEREFROM THE EAST 182.47 FEET OF THE WEST 469.47 FEET OF THE

SOUTH 596.81 FEET THEREOF, EXCEPT THAT PART DEDICATED TO THE PEOPLE OF THE STATE OF ILLINOIS FOR HIGHWAY PURPOSES BY DOCUMENT NUMBER 562275, ALL IN WILL COUNTY, ILLINOIS.

[Exhibit continues below.]

PARCEL 16

(P.I.N.s 10-11-11-400-003-0000 & 10-11-11-400-002-0000)

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 11 (EXCEPT THE NORTH 208.70 FEET OF THE EAST 313.05 FEET THEREOF) IN TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

PARCEL 17

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

THE WEST 753.50 FEET OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE EAST 170.50 FEET OF THE WEST 924.00 FEET OF THE NORTH 660.00 FEET OF THE NORTH HALF OF SAID SOUTHEAST QUARTER, EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS.

PARCEL 18

(P.I.N.s 10-11-14-300-001-0000 & 10-11-14-300-002-0000)

THE SOUTHWEST QUARTER OF SECTION 14, IN TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

[Exhibit continues below.]

PARCEL 19

(P.I.N.s 10-11-22-200-006-0000 & 10-11-22-200-007-0000 & 10-11-22-200-008-0000 & 10-11-22-200-009-0000 & 10-11-22-200-010-0000 & 10-11-22-200-011-0000 & 10-11-22-200-012-0000 & 10-11-22-200-013-0000 & 10-11-22-200-005-0000 & 10-11-22-200-004-0000 & 10-11-22-200-003-0000)

THE WEST 330.71 FEET OF THE SOUTH 1317.17 FEET OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, **AND**

THE EAST 330.71 FEET OF THE WEST 661.42 FEET OF THE SOUTH 1317.17 FEET OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, **AND**

THE EAST 330.71 FEET OF THE WEST 992.13 FEET OF THE SOUTH 1317.17 FEET OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, **AND**

THE EAST 330.71 FEET OF THE WEST 1322.84 FEET OF THE SOUTH 1317.17 FEET OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, **AND**

THE EAST 330.71 FEET OF THE WEST 1653.55 FEET OF THE SOUTH 1317.17 FEET OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, **AND**

THE EAST 330.71 FEET OF THE WEST 1984.26 FEET OF THE SOUTH 1317.17 FEET OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, **AND**

THE EAST 330.71 FEET OF THE WEST 2314.97 FEET OF THE SOUTH 1317.17 FEET OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, **AND**

THE SOUTH 1317.17 FEET OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE WEST 2314.97 FEET THEREOF, IN WILL COUNTY, ILLINOIS, **AND**

THE EAST 1452.00 FEET OF THE NORTH 300.00 FEET OF THE SOUTH 1617.17 FEET OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, **AND**

THE EAST 1452.00 FEET OF THE NORTH 300.00 FEET OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, **AND**

THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE SOUTH 1317.17 FEET THEREOF, AND ALSO EXCEPTING THEREFROM THE EAST 1452.00 FEET OF THE NORTH 300.00 FEET OF THE SOUTH 1617.17 FEET THEREOF, AND ALSO EXCEPTING THEREFROM THE EAST 1452.00 FEET OF THE NORTH 300.00 FEET THEREOF, IN WILL COUNTY, ILLINOIS.

[Exhibit continues below.]

PARCEL 21

(P.I.N.s 10-11-22-400-010-0000 & 10-11-22-400-007-0000 & 10-11-22-400-008-0000)

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

THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 300.00 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 363.00 FEET TO THE POINT OF BEGINNING, IN TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, **AND**

THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, IN TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN WILL COUNTY, ILLINOIS, **AND**

THE NORTH 10 ACRES OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, IN TOWNSHIP 34 NORTH AND IN RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, **AND**

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

PARCEL 23

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

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

PARCEL 43

PIN 10-11-09-300-009-0000

THE EAST 382.5 FEET OF THE SOUTH 700 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE EAST 82.5 FEET OF THE SOUTH 264 FEET THEREOF, WHICH WAS CONVEYED BY WARRANTY DEED RECORDED NOVEMBER 21, 1845 IN BOOK K ON PAGE 154, IN WILL COUNTY, ILLINOIS.

PARCEL 38

PIN 10-11-09-300-002-0000 & PIN 10-11-09-300-005-0000

PARCEL I:

THE SOUTH 208 FEET OF THE WEST 175 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN.

PARCEL II:

THE SOUTH 4 CHAINS OF THE EAST 1.25 CHAINS OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN WILL COUNTY, ILLINOIS.

PARCEL 8 (EASEMENT RIGHTS)

Part of PIN 10-11-10-300-004-000 and PIN 10-11-15-100-002-000

THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 34 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN AND THAT PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 34 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QURATER CORNER OF SAID SECTION 10, THENCE SOUTH 01 DEGREES 38 MINUTES 24 SECONDS EAST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15, A DISTANCE OF 130.00 FEET; THENCE SOUTH 88 DEGREES 35 MINUTES 57 SECONDS WEST ALONG A LINE 130.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15, A DISTANCE OF 130.00 FEET; THENCE NORTH 01 DEGREES 38 MINUTES 24 SECONDS WEST ALONG A LINE 130.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15, A DISTANCE OF 130.00 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15; THENCE NORTH 43 DEGREES 34 MINUTES 49 SECONDS EAST, A DISTANCE OF 42.41 FEET TO A LINE 100.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE NORTH 01 DEGREES 26 MINUTES 26 SECONDS WEST ALONG SAID LINE, A DISTANCE OF 1087.50 FEET; THENCE NORTH 46 DEGREES 25 MINUTES 33 SECONDS WEST, A DISTANCE OF 141.46 FEET TO A LINE 100.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE SOUTH 88 DEGREES 35 MINUTES 21 SECONDS ALONG SAID LINE, A DISTANCE OF 1120.10 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10; THENCE NORTH 01 DEGREES 28 MINUTES 21 SECONDS WEST ALONG SAID LINE, A DISTANCE OF 100.00 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE NORTH 88 DEGREES 35 MINUTES 21 SECONDS EAST ALONG SAID LINE, A DISTANCE OF 1320.16 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE SOUTH 01 DEGREES 26 MINUTES 26 SECONDS EAST ALONG SAID LINE, A DISTANCE OF 1317.52 FEET TO THE **POINT OF BEGINNING**, IN WILL COUUNTY, ILLINOIS.

[Exhibit continues below.]

PARCEL 33

PIN 10-11-14-100-008-0000

THAT PART OF THE WEST 31.78 ACRES OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 34 NORTH, RANGE10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE NORTH 1650.90 FEET THEREOF, IN WILL COUNTY, ILLINOIS.

PARCEL 15A

PIN 10-11-14-200-012-0000

THE EAST 182.47 FEET OF THE WEST 469.47 FEET OF THE SOUTH 596.81 FEET IN THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 34 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN JACKSON TOWNSHIP, WILL COUNTY, ILLINOIS.

PARCEL 13B

PIN 10-11-15-400-011-0000

The Southeast Quarter of the Southwest Quarter of Section 15 in Township 34 North, (excepting therefrom that part of said Southeast Quarter of the Southwest Quarter lying Southwesterly of the centerline of Manhattan Creek) and that part of the Southwest Quarter of the Southeast Quarter of Section 15, in Township 34 North lying Northeasterly of the centerline of Manhattan Creek, in Range 10 East of the Third Principal Meridian, in Will County, Illinois.

EXHIBIT "C"

General Depiction of the Current Configuration of the Closed Loop Truck Network

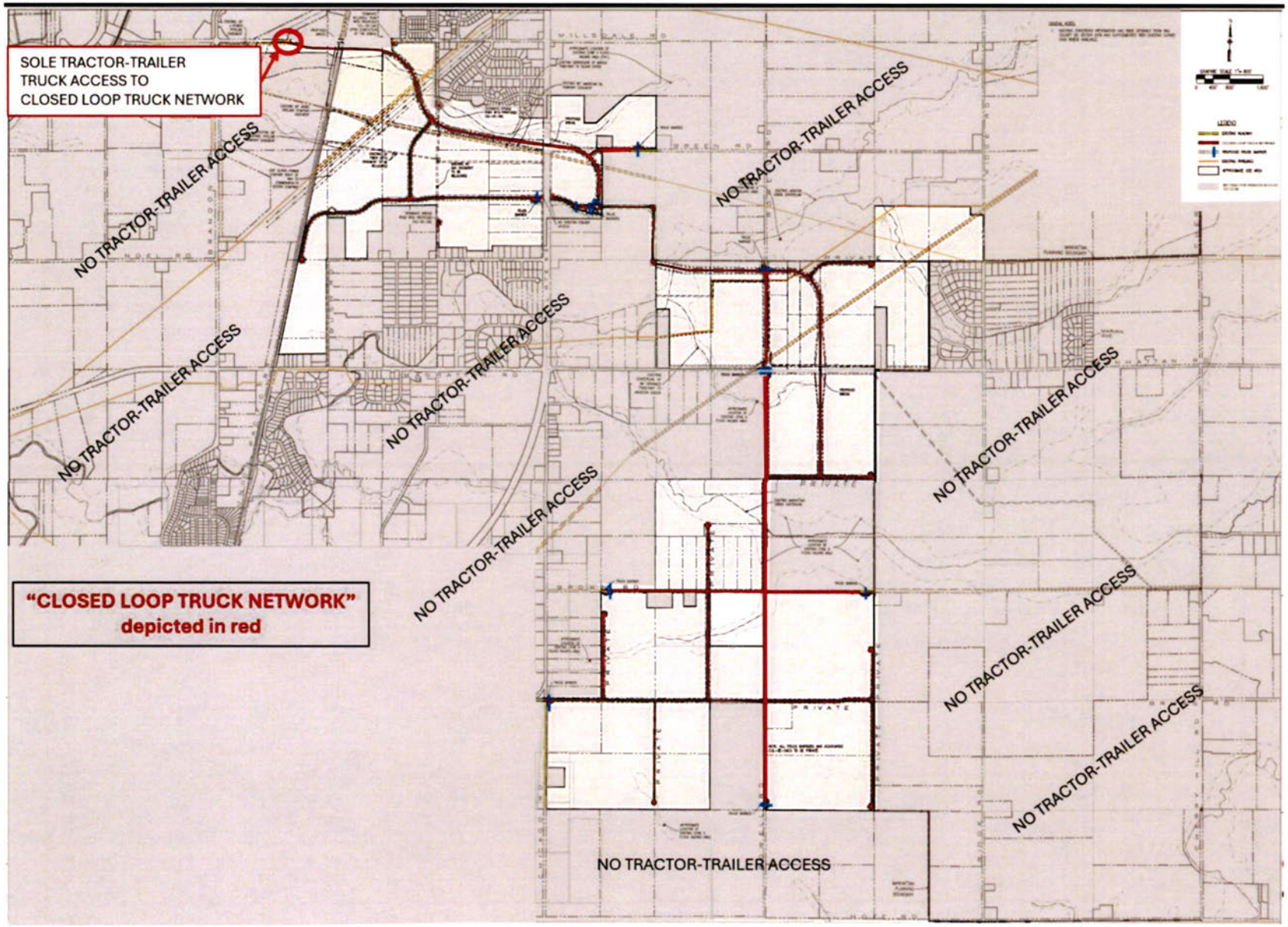


EXHIBIT "D"

Depiction of the Temporary Connection

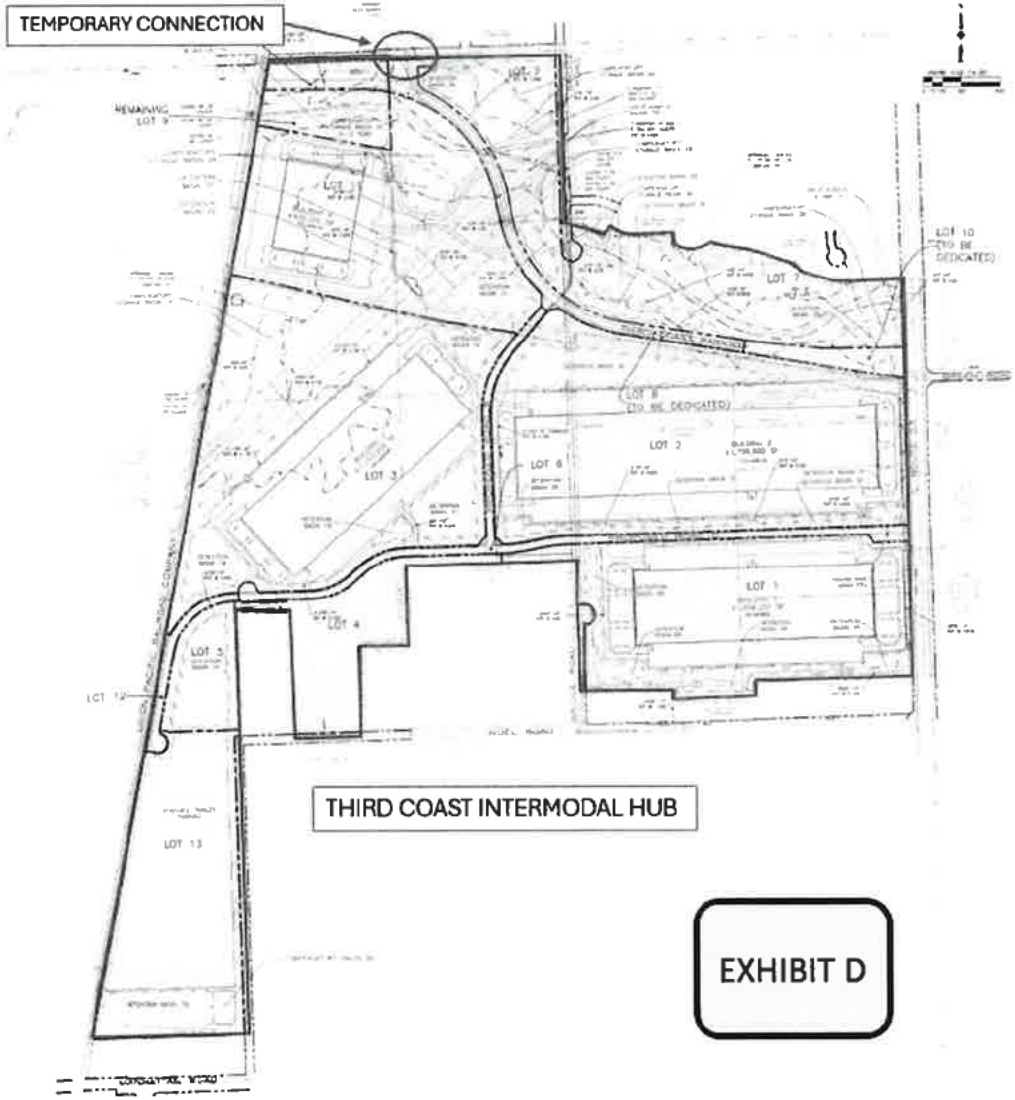


EXHIBIT "E"
Regional Study Area

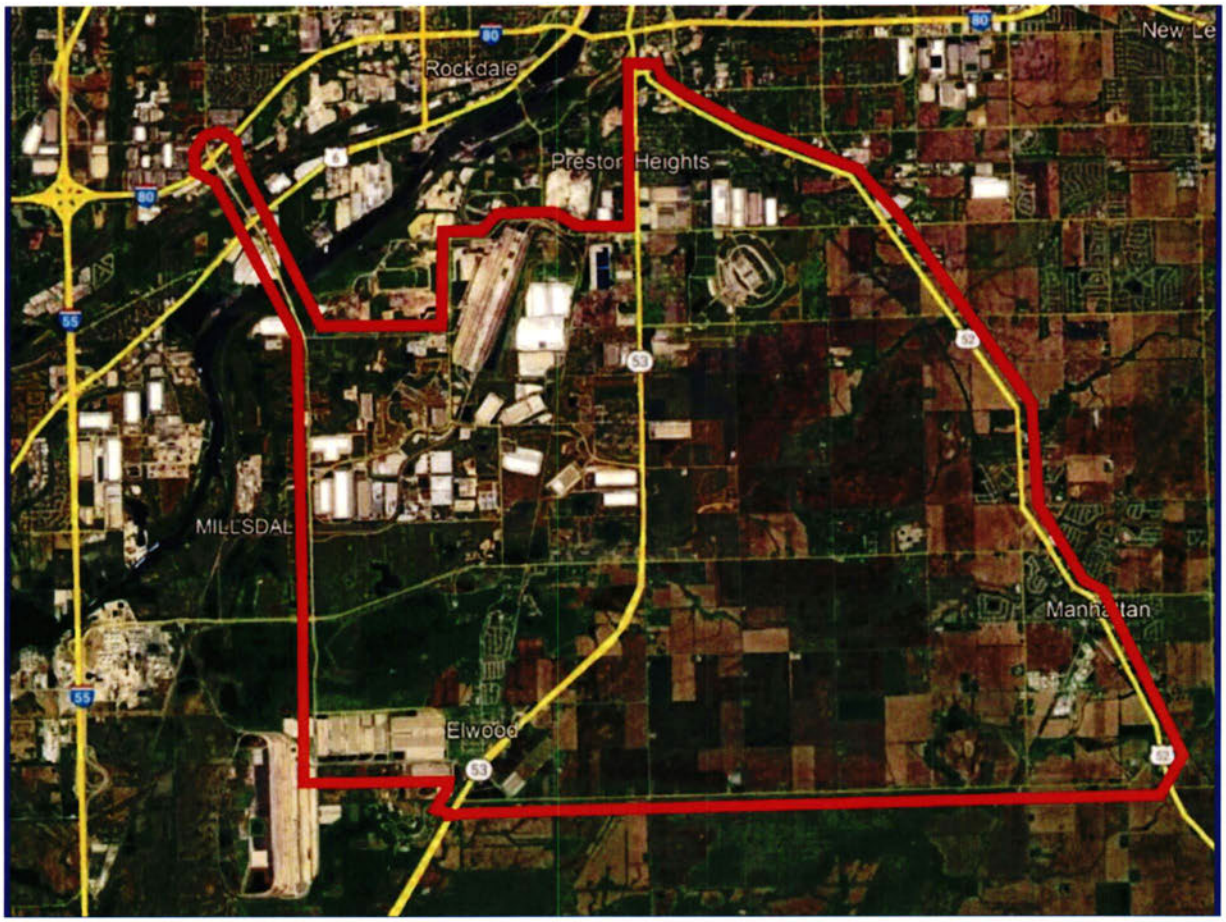
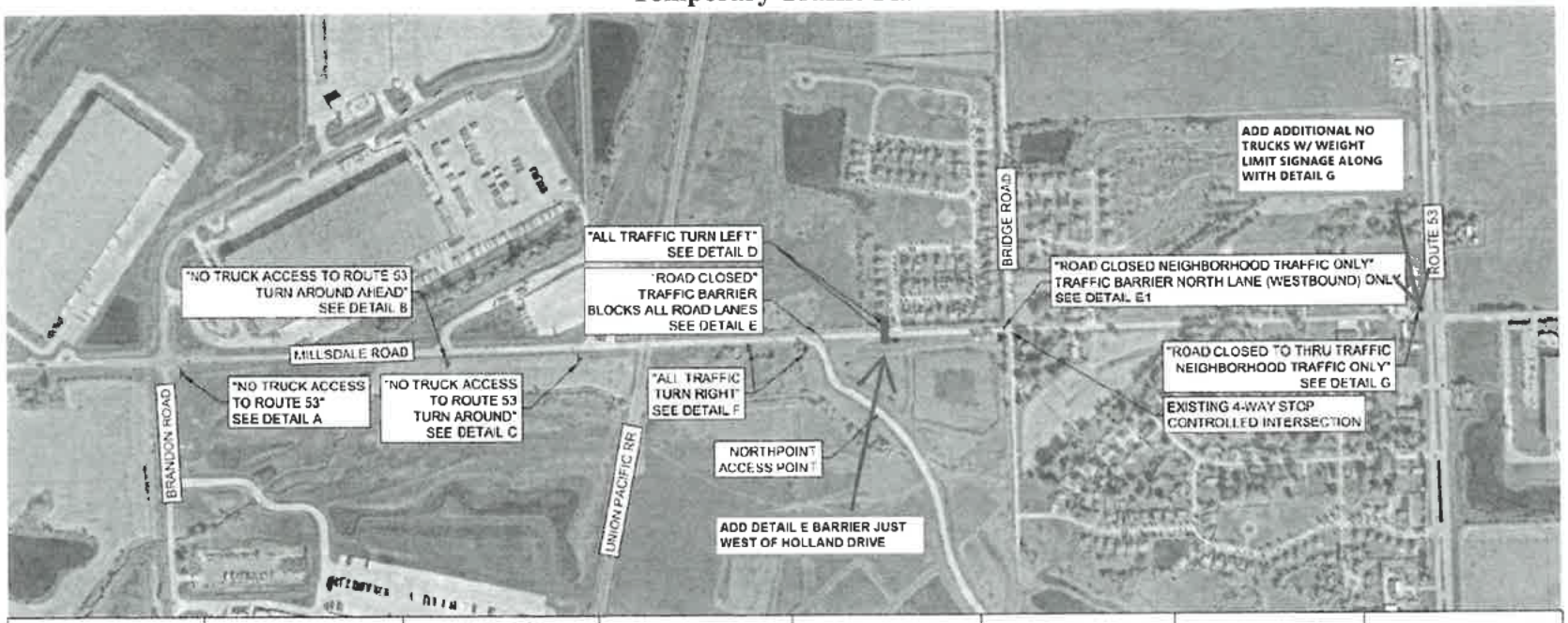


EXHIBIT "F"
Temporary Traffic Plan



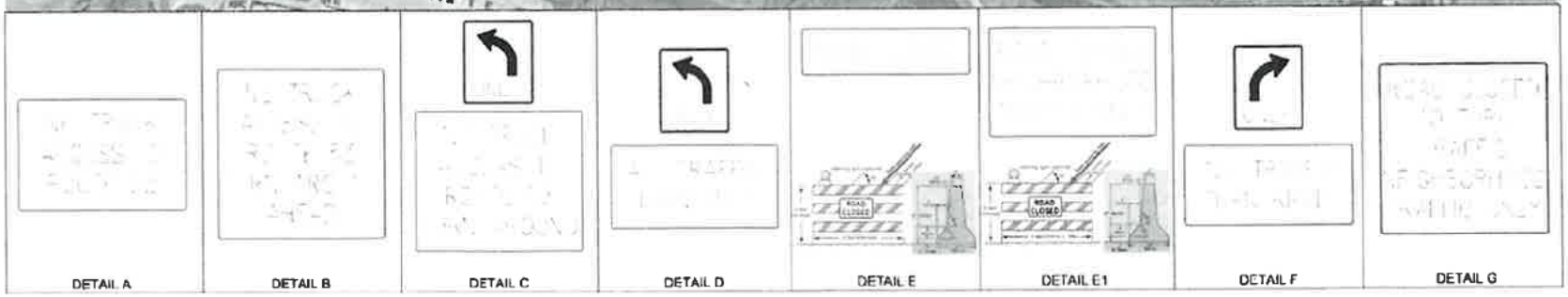


EXHIBIT "G"
Private Road Right-Of-Way

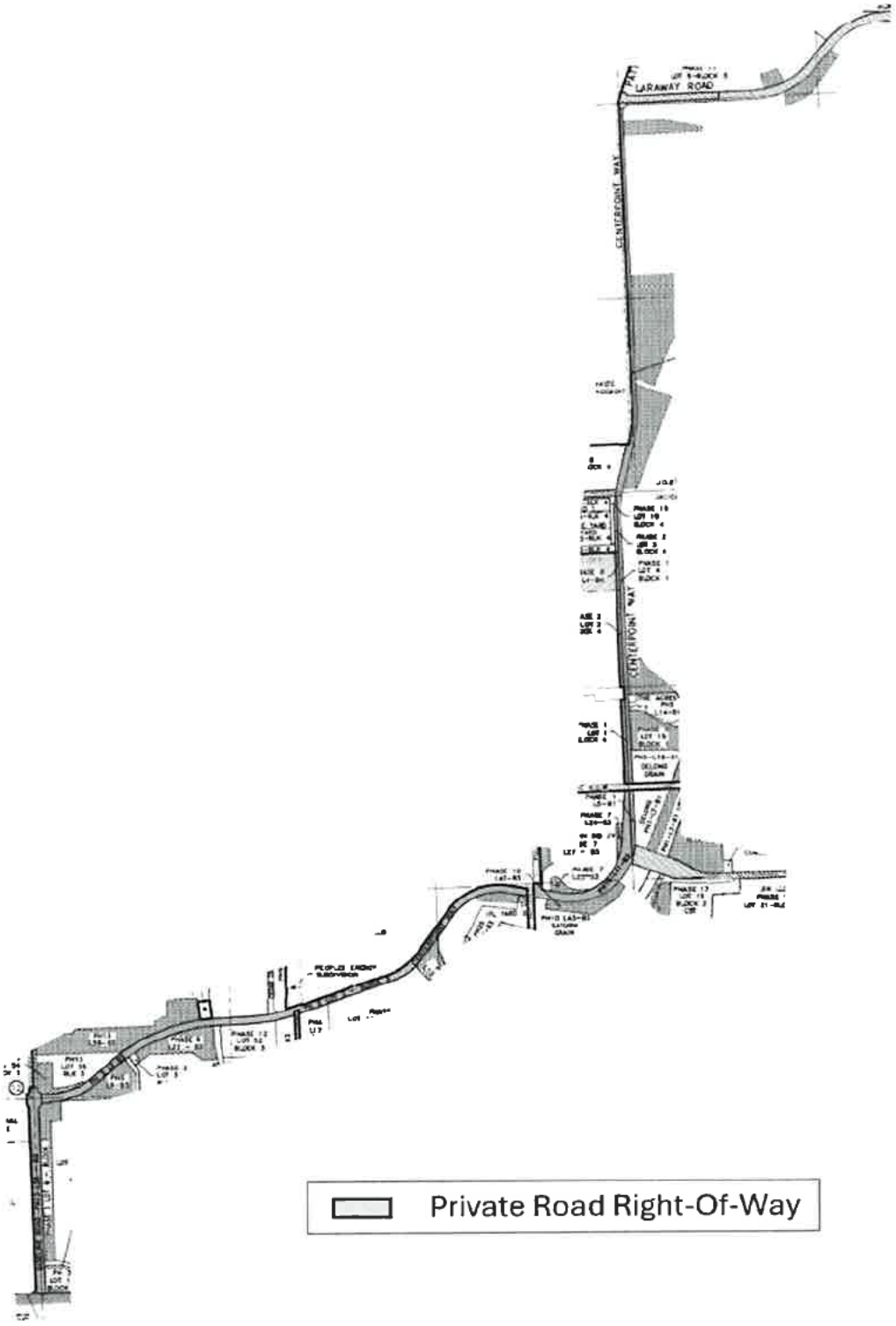


EXHIBIT "H"

Approved Independent Nationally-Recognized Traffic Engineers That Can Be Engaged by the City for the Regional Traffic Plan

- Langan Engineering
- Strand Associates
- CCB Transportation Engineers and Planners

EXHIBIT "I"
Depiction of the Bridge Parcel

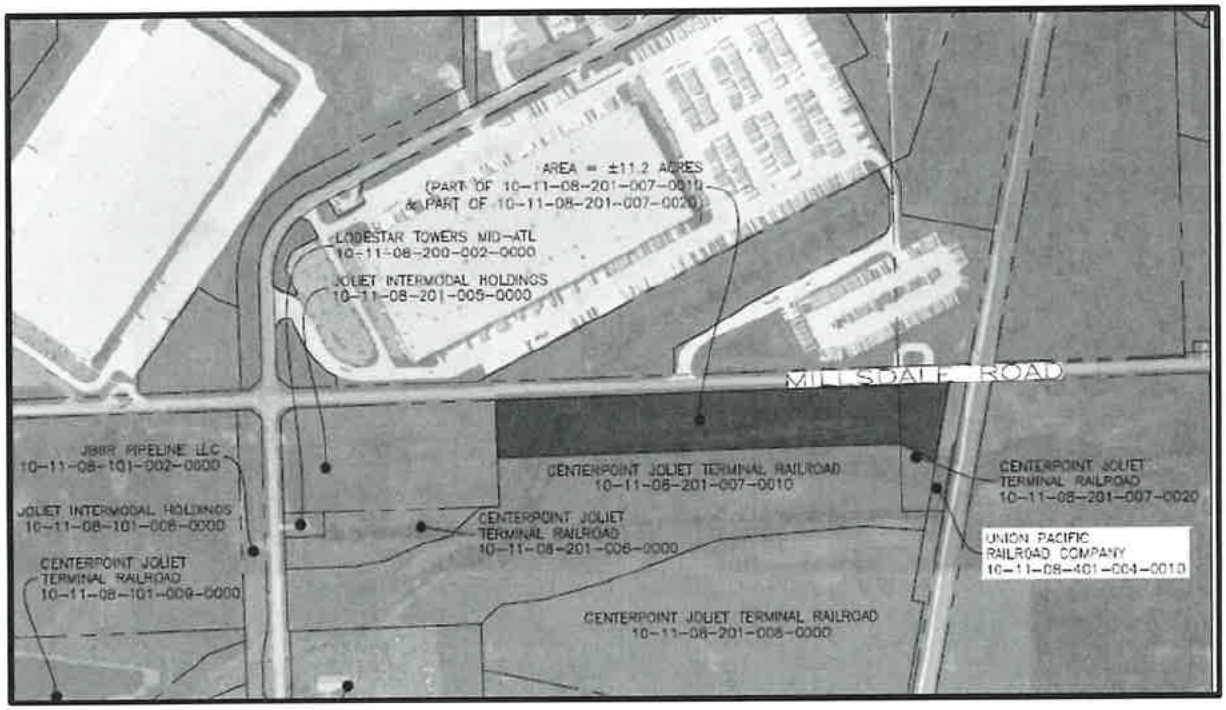


EXHIBIT "J"

Form of MOU Amendment

FIRST AMENDMENT TO THE
MEMORANDUM OF UNDERSTANDING FOR THE HOUBOLT ROAD PROJECT
BETWEEN THE ILLINOIS DEPARTMENT OF TRANSPORATION, 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
[redacted]

For the CITY:

City Manager
150 W. Jefferson Street
Joliet, Illinois 60432
[redacted]

With a copy to:

Corporation Counsel
150 W. Jefferson Street
Joliet, Illinois 60432
[redacted]

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
[email]"

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)

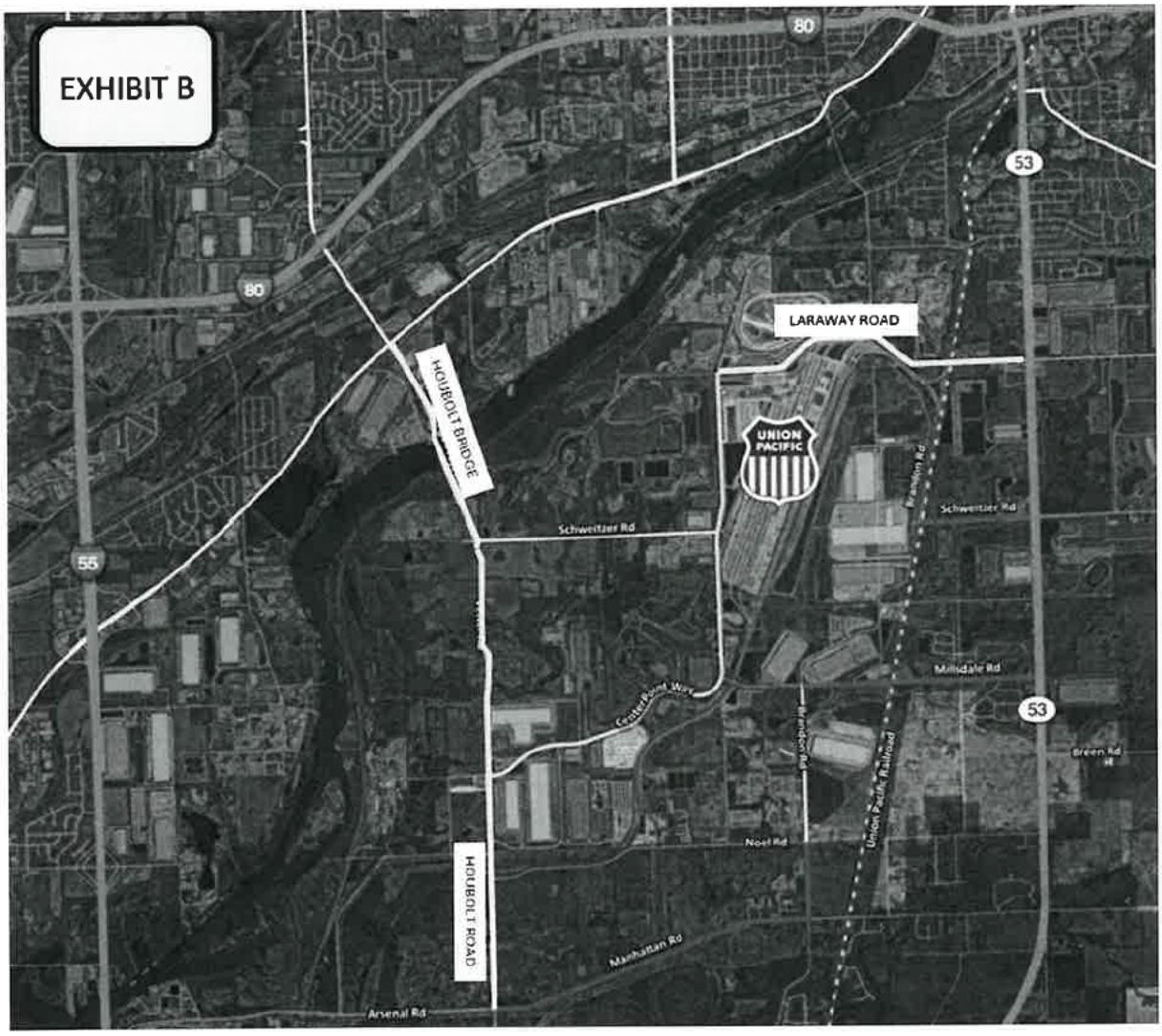


Exhibit "C"
Additional Property

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

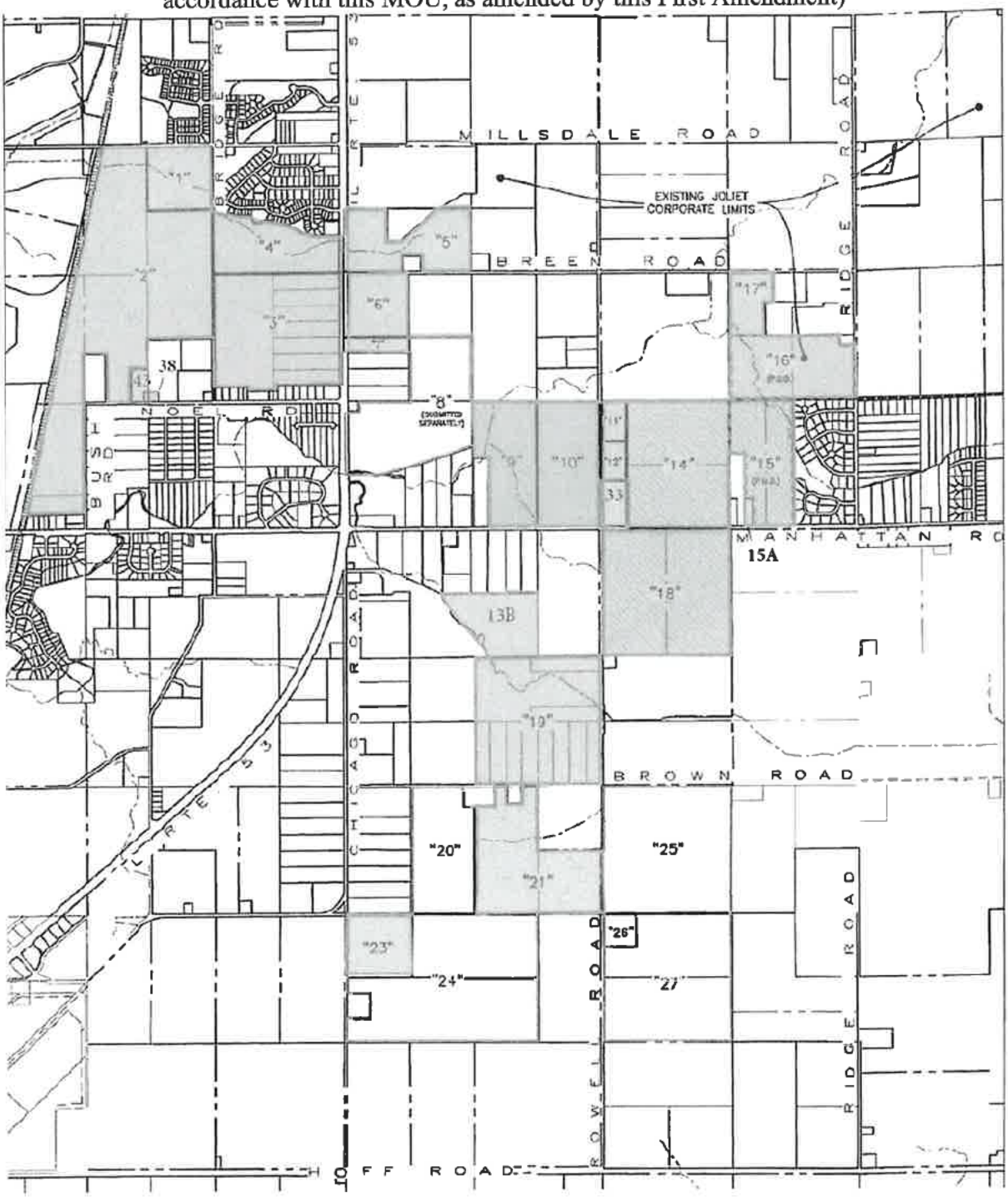


Exhibit "D"

Initial Configuration of the Closed Loop Truck Network

(Road, drives, and truck barriers depicted in Red)

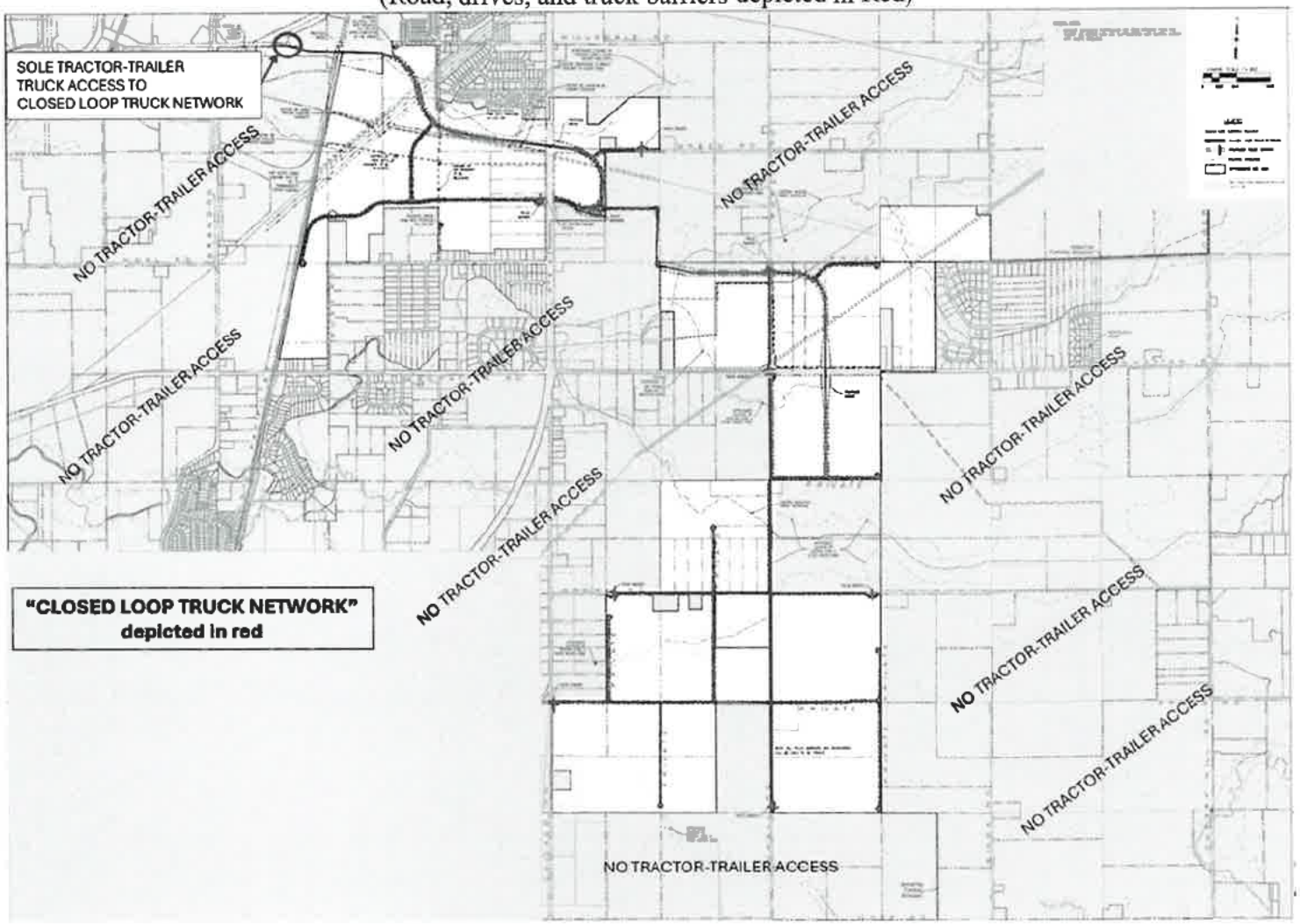


Exhibit "E"

Depiction of the Temporary Connection

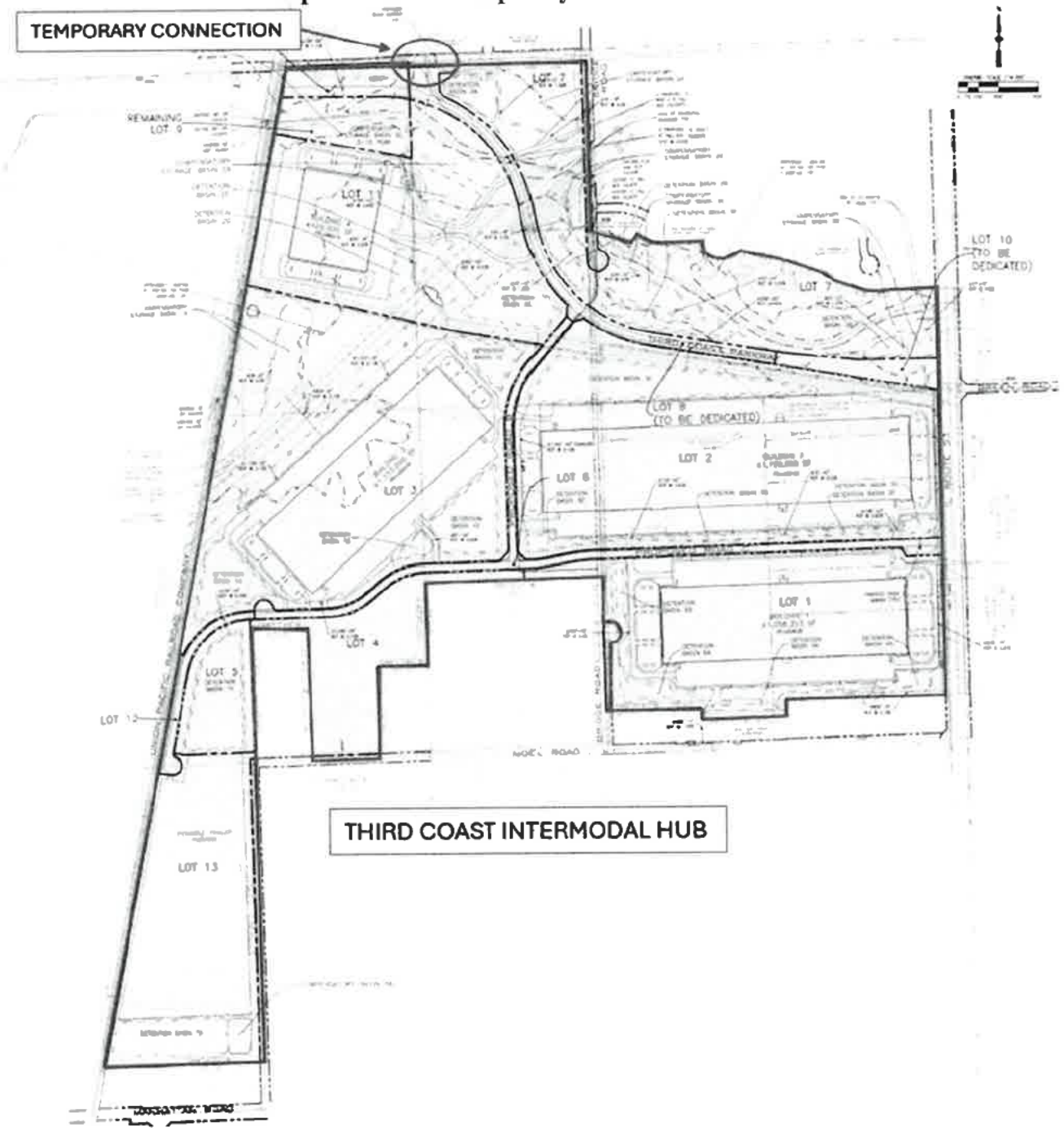


EXHIBIT "K"

Design of Cul-De-Sac

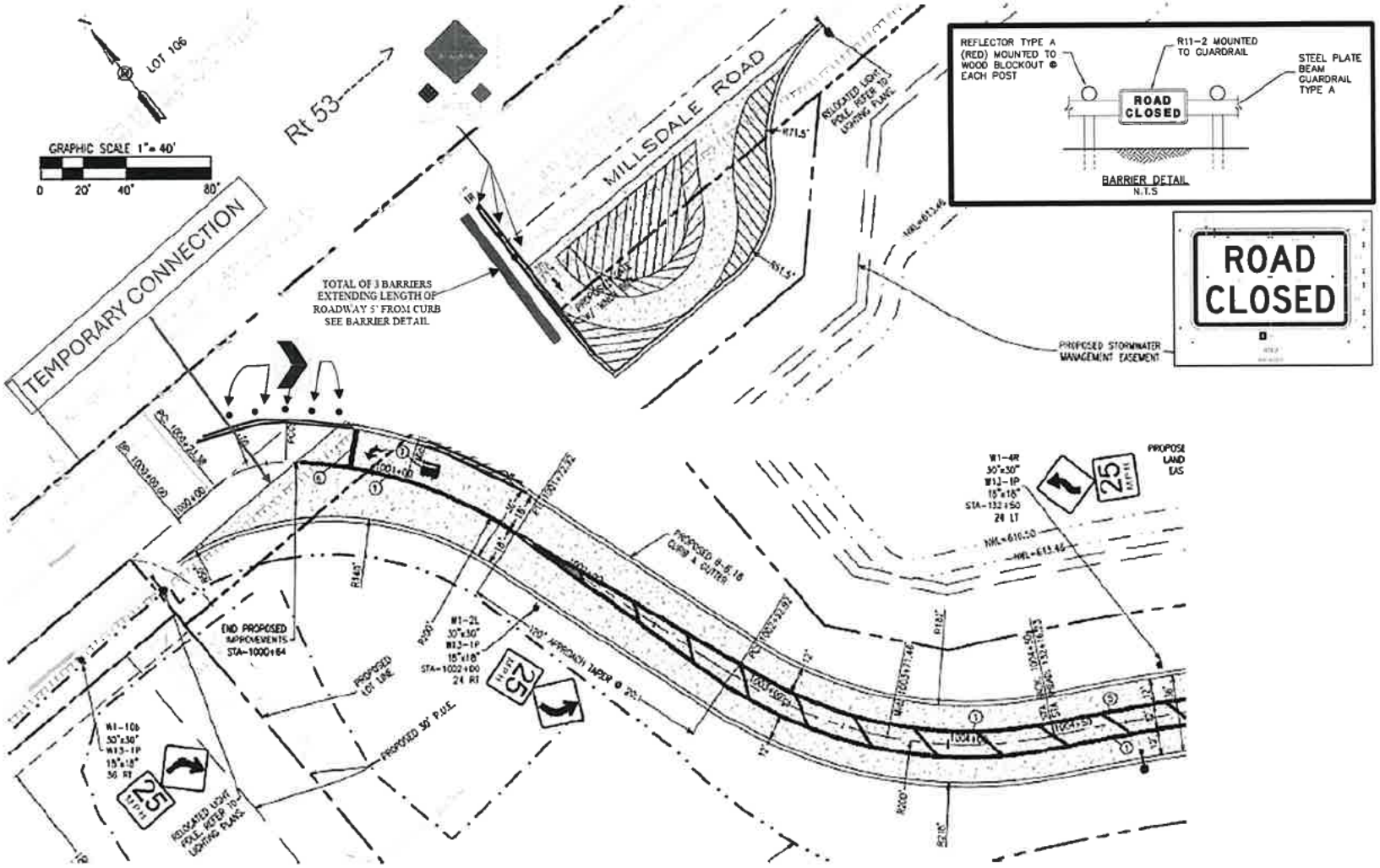


EXHIBIT "L"

Form of Temporary Construction Easement

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (the "**Agreement**") is made as of this ___ day of _____, 20___ (the "**Effective Date**"), by and between **CENTERPOINT**_____, whose mailing address is c/o CenterPoint Properties Trust, 1808 Swift Drive, Oak Brook, Illinois 60523 ("**Grantor**") and _____, a(n) _____, having its principal place of business at _____ ("**Grantee**").

RECITALS

A. Grantee desires to obtain a temporary construction easement on property owned by Grantor in the location depicted on and legally described on Exhibit A attached hereto and made a part hereof (the "**Easement Area**") on the terms and conditions expressly set forth herein.

B. Grantor is willing to grant Grantee a non-exclusive temporary construction easement (the "**Temporary Construction Easement**") on the terms and conditions set forth herein.

C. Grantor and Grantee are hereafter sometimes referred to collectively as the "**Parties**" and individually as a "**Party**."

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, the Parties hereto agree as follows:

1. **Incorporation of Recitals**. The Recitals set forth above are incorporated herein by this reference and made a part hereof.

2. **Grant of Temporary Construction Easement**. Grantor does hereby grant and convey to Grantee, and its agents, employees and contractors, a non-exclusive and Temporary Construction Easement on, over and across the Easement Area for the purpose of _____ (the "**Construction Activities**") within the Easement Area.

3. **Requirements for Use of Easement Area**. All Construction Activities shall be performed by Grantee, at its sole cost and expense, (i) in compliance with all applicable Laws (as hereinafter defined); (ii) using only union contractors and subcontractors; (iii) in coordination with Grantor and in such a manner that will not cause any unreasonable interference with the use of Grantor's land adjacent to the Easement Area; (iv) in compliance with the reasonable safety requirements of Grantor; and (v) shall not commence unless insurance required of Grantee and Grantee's contractors is provided in accordance with Section 9 hereof. Grantee, at its sole cost and expense, shall be responsible for obtaining all permits, authorizations and approvals necessary to perform and complete the Construction Activities.

4. **Term of Temporary Construction Easement**. This Temporary Construction Easement shall commence on the Effective Date and shall automatically terminate and expire without any further action of Grantor or Grantee on the earlier of: (i) Grantee's completion of the Construction Activities within the Easement Area, or (ii) _____, 20__ (the "**Expiration Date**").

5. **Restoration**. Grantee shall, at Grantee's sole cost and expense, restore the Easement Area to substantially the condition existing on the date hereof on or before the Expiration Date, including, without limitation, removal of all construction equipment and materials, filling the same with *[structural clay fill?]*, leveling to the grade existing prior to the Construction Activities, *[seeding/erosion control?]* and shall perform all such restoration work in accordance with all applicable Laws. Grantee shall provide written notice to Grantor upon substantial completion of the restoration work (the "**Completion Notice**") and, if requested in writing by Grantor within thirty (30) days of the date of Grantee's Completion Notice, the Parties shall arrange for a mutual inspection of the Easement Area to confirm that the required restoration has been successfully completed.

6. **Liens**. Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Easement Area in favor of Grantee or its agents. Grantee shall indemnify, defend and hold harmless Grantor from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee, and, in the event that any such lien shall arise or accrue against Grantor or the Easement Area, Grantee shall promptly cause such lien to be released of record by payment thereof or posting a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

7. **Reservation**. Except as expressly granted in this Agreement, the Grantor shall retain all rights to the Easement Area, including the right to use the Easement Area for purposes not inconsistent with this Agreement, and as permitted by law.

8. **Indemnification**. Grantee assumes sole and entire responsibility for any and all loss of life, injury to persons or damage to property to the extent that the same are sustained as a result of the activities, operations or use of the Easement Area by Grantee, its agents, employees and contractors (including any parties acting by, through or under them, collectively, the "**Grantee Group**"), except to the extent the same are caused by the negligence or willful misconduct of the Grantor or its employees or contractors. Grantee, for itself and for those claiming through Grantee, hereby releases the Grantor, and its members, officers, directors, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees (and their respective officers, directors, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors and assigns) (collectively, the "**Indemnitees**") from any and all liability, loss, claims, demands, liens, damages, penalty, fines, interest, costs and expenses (including, without limitation, reasonable and actual attorneys' fees and litigation costs incurred by the Indemnitees in connection therewith) and for damage, destruction or theft of property, that may arise from operations on, or the use of, the Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalty, fines, interest, costs and expenses to the extent that such result from the Construction Activities) by the Grantee Group, except to the extent the same are attributable to the negligence or willful misconduct of the Grantor, its employees or contractors. Grantee hereby agrees to indemnify, defend and hold harmless the Indemnitees from and against any and all liability, loss, claims, demands, liens,

damages, penalty, fines, interest, costs and expenses (including, without limitation, reasonable and actual attorneys' fees and litigation costs incurred by the Indemnitees in connection therewith), for any and all loss of life, injury to persons or damage to property and for all lien claims filed against the Grantor's adjacent property to the extent such results from the activities, operations or use of the Easement Area (including, without limitation, any such loss, injury or damage that may arise as a result of the Construction Activities) by the Grantee Group, except to the extent the same are attributable to the negligence or willful misconduct of the Grantor, its employees or contractors. The provisions of this section shall survive the expiration of this Agreement.

9. **Insurance**. Grantee, at its sole cost, shall maintain, and shall cause any general contractor working within the Easement Area to maintain statutory workers' compensation insurance in accordance with the workers' compensation laws of the State of Illinois for such time as it may have employees, commercial general liability insurance in an amount of at least $5,000,000 per occurrence and $10,000,000 in the aggregate, insuring against any injury or death to any persons, or any loss or damage to any portion of Grantor's property. Grantee and any general contractor working within the Easement Area shall maintain auto liability insurance if any autos are used in conjunction with this Purpose with a combined single limit of no less than $1,000,000. Commercial general liability and auto liability insurance shall include Grantor, as an additional insured with respect to operations performed by or on behalf of the respective named insured. Grantee shall also cause its insurers to waive all rights of subrogation against Grantor on the commercial general liability, workers' compensation and auto liability insurance. The insurance carried by Grantee shall provide that any coverage to additional insureds shall be primary, without right of contribution or offset, in cases when any policy issued to an additional insured provides duplicate coverage. Such insurance shall be evidenced by an endorsement naming Grantor as an additional insured or by a blanket additional insured endorsement. Waiver of subrogation shall be evidenced by an endorsement naming Grantor or by a blanket endorsement. Grantee shall provide Grantor with copies of endorsements issued by each of the insurance companies issuing any of the policies required pursuant to this section, and said certificates and endorsements shall provide that the insurance issued thereunder shall not be canceled or non-renewed until after thirty (30) days' written notice to the additional insureds thereunder. Evidence of insurance coverage shall be furnished prior to coming upon the Easement Area and thereafter not fewer than fifteen (15) days prior to the expiration date of any required policy. Grantee may satisfy its insurance obligations hereunder by carrying such insurance under a so-called blanket policy or policies of insurance and may meet the limits of insurance required hereunder through a combination of primary and excess or umbrella insurance policies. All insurance policies required by this section shall be issued by good and reputable companies having a Best's Rating of A-/VII or better in the Best's Key Rating Insurance Guide. A certificate evidencing the foregoing insurance of Grantee and its contractors shall be deposited with Grantor prior to Grantee's use of the Temporary Construction Easement.

10. **Exceptions**. The Easement Area granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and regulations, and to all questions of survey and rights of any parties which would be revealed by a physical inspection of the Easement Area.

11. **Compliance with Laws**. Grantee shall comply with and cause the Grantee Group to comply with all applicable laws, statutes, ordinances, codes, rules, regulations, permits and approvals

(collectively, the "**Laws**") to which Grantee's use of the Temporary Construction Easement and the obligations of Grantee under this Agreement are subject.

12. **Invalidity.** If any provision of this Agreement shall be held invalid, the validity of the remainder hereof shall not be affected thereby.

13. **Counterparts.** This Agreement may be executed in multiple counterparts (each of which is to be deemed original for all purposes), but all of which together constitute one and the same instrument.

14. **Modification; Waiver.** This Agreement shall not be modified, extended or terminated other than as set forth in this Agreement, except by an instrument duly signed by both Parties. Waiver of a breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach of such provision, or of a breach of any other provision of this Agreement.

15. **Notices**. Unless otherwise provided herein, all notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be served on the Parties at the following addresses:

If to Grantee: _____
_____
_____
Attention: _____
E-mail: _____

If to Grantor: _____
c/o CenterPoint Properties Trust
1808 Swift Drive
Oak Brook, Illinois 60523-1501
Attention: _____
E-Mail: _____

Any such notices shall be either (i) sent by overnight delivery using a nationally recognized courier, in which case notice shall be deemed delivered one (1) business day after deposit, with such courier, (ii) by personal hand delivery, in which case notice shall be deemed delivered at the time of the personal hand delivery, or (iii) by email, provided that such copy of the notice is simultaneously delivered via overnight delivery, in which case the notice shall be deemed delivered on the date of transmission. Any Party may change its address by giving notice in compliance with this Agreement. Notice of such a change shall be effective only upon receipt.

16. **Governing Law, Jurisdiction and Venue**. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois, and the Parties hereto (i) agree that any action or proceeding that is brought to enforce or interpret this Agreement or that concerns or is in any way related to this Agreement shall only be commenced in the courts of the State of Illinois and (ii) consent to venue and personal jurisdiction in the courts specified in the foregoing subpart (i) of this Section.

17. **Waiver of Trial by Jury**. To the extent permitted by law, each Party hereby waives, irrevocably and unconditionally, trial by jury in any action brought on, under or by virtue of or relating in any way to this Agreement, or any claims, defenses, rights of set-off or other actions pertaining hereto.

18. **Attorneys' Fees**. If any action is brought because of any breach of, or interpretation of, or that concerns or is in any way related to any of the provisions of this Agreement, the Party prevailing in such action shall be entitled to recover from the other Party all attorneys' fees and court costs incurred in connection with such action, and the amount of such fees and costs shall be fixed by the court and made a part of any judgment rendered.

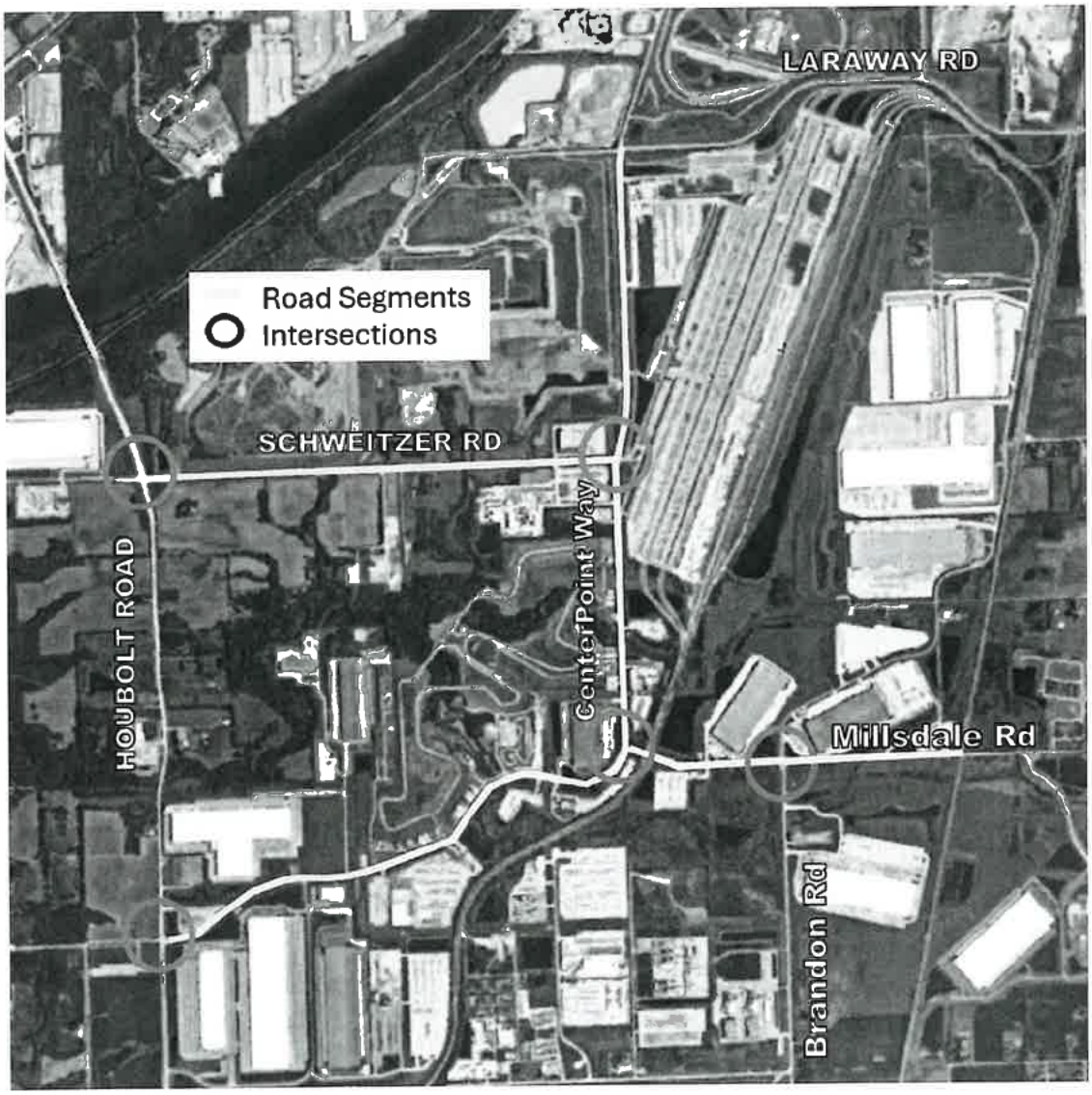
19. **Not a Public Dedication**. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Easement Area or any other portion of the Grantor's land to the general public or for the general public or for any public purposes whatsoever, it being the intention of the Parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

[SIGNATURES ON FOLLOWING PAGES]

EXHIBIT "M"

Roadway Segments and Intersection Movements on CenterPoint Way, Millsdale Road, and Schweitzer Road required to operate at a LOS "D" or better during peak hours; provided, however, (A) all intersection movements from southbound CenterPoint Way to eastbound Millsdale Road (i.e., left turns from southbound CenterPoint Way to eastbound Millsdale Road) and (B) all intersection movements from westbound Millsdale Road to northbound CenterPoint Way (i.e., right turns from westbound Millsdale Road to northbound CenterPoint Way) can operate at a LOS of "E" or better so long as, in the case of each of subclauses (A) and (B) above, the volume over capacity ratio (V/C) does not exceed 1.0 and queues are contained within the storage area.

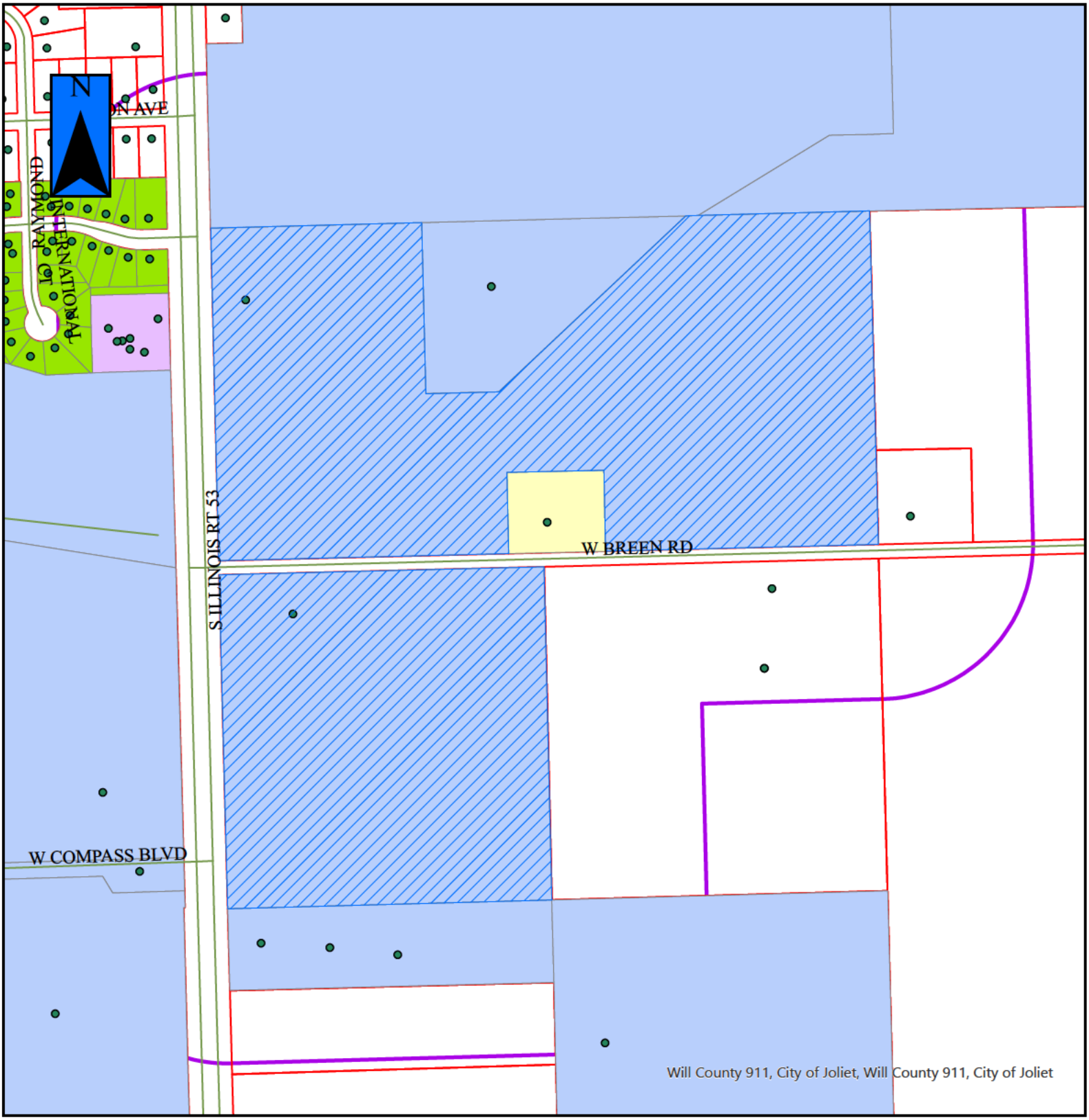
Note: Applicable roadway segments and intersections included are depicted yellow and blue. Moreover, for clarity, the intersection of CenterPoint Way and Laraway Road is expressly excluded from this Exhibit "M".



Oval Engineering
Third Coast Pkwy
Third Coast Pkwy
S Chicago St
W Breen Rd
W Breen Rd
W Breen Rd
W Breen Rd
Compass Blvd
Truck Turnaround
W Compass Blvd
W Compass Blvd
W Compass Blvd
© 2026 Google

WEIGHT LIMIT 12 TONS

© 2024 Google
© 2024 Google



V-2-26

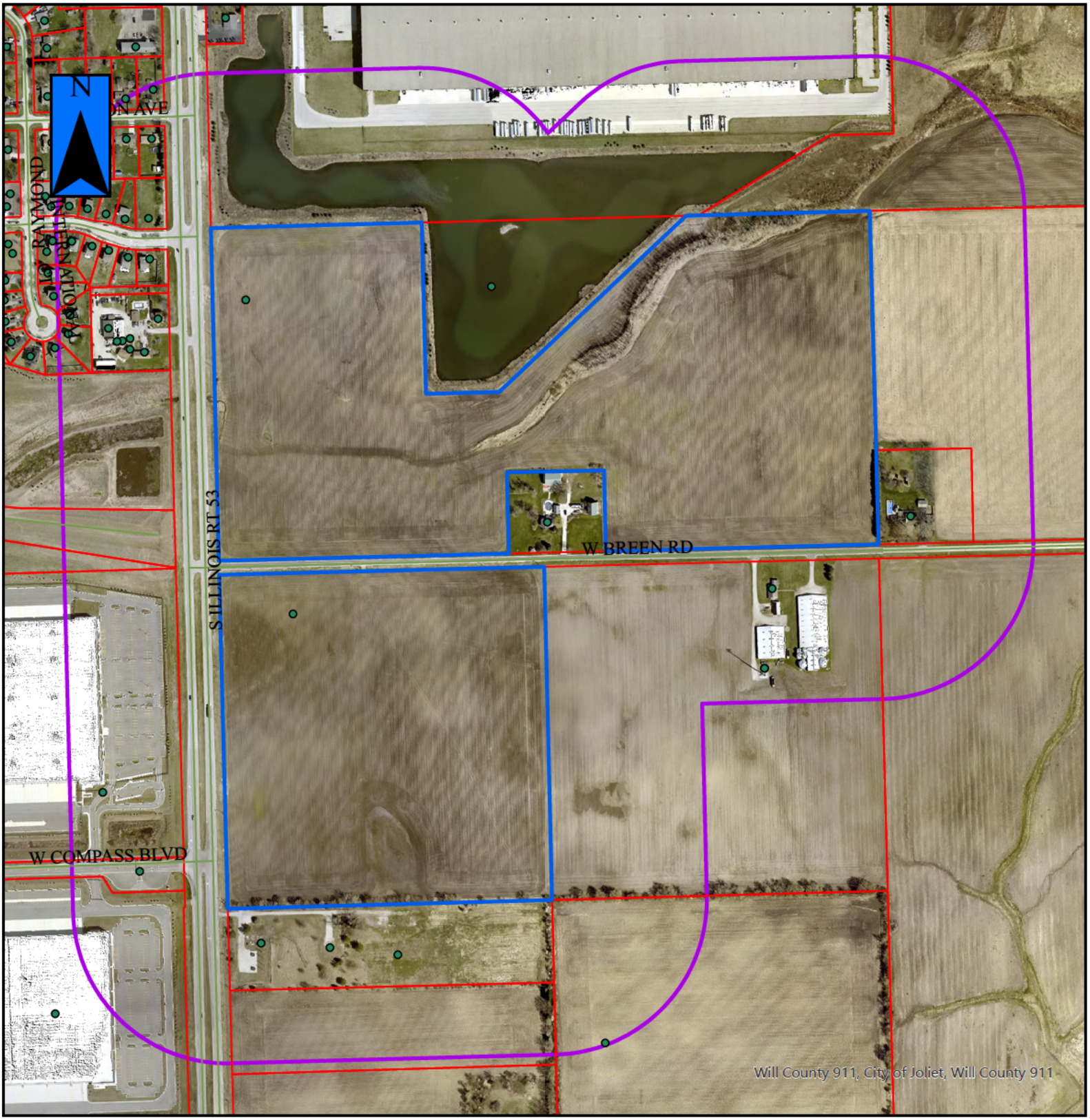
JOLIET PLANNING DIVISION

= Property in Question

= 600' Public Notification Boundary

Legend

B-1	I-TA	R-2
B-2	I-TB	R-2A
B-3	I-TC	R-3
I-1	R-1	R-4
I-2	R-1A	R-5
I-T	R-1B	R-B



V-2-26a

JOLIET PLANNING DIVISION
DIVISIÓN DE PLANIFICACIÓN

= Property in Question / Propiedad en cuestión

= 600' Public Notification Boundary /
Límite de notificación pública de 600 ft (180 m)

Memo

File #: TMP-9660 **Agenda Date:**4/16/2026

powered by Legistar™

DATE: April 9, 2026

TO: Joliet Plan Commission

FROM: Planning Staff

SUBJECT: PUD-4-26: Final Planned Unit Development of 580 Caton Farm

GENERAL INFORMATION:

APPLICANT:	Project Development Group LLC
STATUS OF APPLICANT:	Contract Purchaser
OWNER:	David A. Ashby, Mark Ashby, Bonnie Pinnow, and the Ashby Trust
REQUESTED ACTION:	Approval of the final planned unit development of 580 Caton Farm (commercial subdivision)
PURPOSE:	To allow a commercial subdivision for a day care and several retail and / or restaurant uses
EXISTING ZONING:	B-1 (neighborhood business)
LOCATION:	580 Caton Farm Road (00-06-36-100-012-0000 and 00-06-36-100-013-0000) (Council District #3)
SIZE:	5 acres
EXISTING LAND USE:	Vacant farmstead

SURROUNDING LAND USE & ZONING:

NORTH: Residential (detention ponds for Autumn Fields Subdivision), R-2 (single-family residential)
SOUTH: Undeveloped / agricultural, R-2 (single-family residential)
EAST: Residential homestead, Kendall County A-1 (agricultural)
WEST: Undeveloped / agricultural, R-B (restricted business)

SITE HISTORY: The preliminary Planned Unit Development of 580 Caton Farm was approved by City Council in January 2026, along with the annexation of the property and the classification to the B-1 (neighborhood business) zoning district. An annexation agreement was also approved that addresses the required public improvements and the

timeline for their completion. Additionally, the Zoning Board of Appeals approved a Special Use Permit to allow a day care facility at 580 Caton Farm Road at their November 20, 2025 meeting.

The 5-acre subject property currently contains a vacant farmstead. The property is located on the south side of Caton Farm Road across from Autumn Fields Boulevard. Clublands Subdivision is located to the southeast of the property, and Autumn Fields Subdivision is located to the north across Caton Farm Road. Adjacent to the west and south of the property is an 18-acre parcel that was recorded as part of Clublands Subdivision Neighborhood 1 Unit 2 in 2001. This adjacent parcel is currently undeveloped and has R-B (restricted business) zoning on the north and R-2 (single-family residential) zoning on the south.

SPECIAL INFORMATION: The petitioner and contract purchaser, Project Development Group LLC, requests approval of the Final Planned Unit Development of 580 Caton Farm to allow a commercial center with a day care facility, a retail building, and a restaurant building. The Planned Unit Development will establish the site layout, landscaping, and other design elements for the entire property. The final PUD includes the same variation requests and has a site plan substantially similar to the approved preliminary PUD. The proposed elevations of the day care facility are the same as those approved with the preliminary PUD.

The final Planned Unit Development of 580 Caton Farm creates three commercial lots and one detention lot on a 5-acre site. Proposed Lot 1 is planned for a day care facility with a 10,000-square-foot building and 5,000-square-foot outdoor play area. Proposed Lot 2 would contain an approximately 12,000-square-foot commercial building for several retail tenants. Proposed Lot 3 would contain a 2,000-square-foot commercial building for a restaurant tenant. Lot 4 would contain stormwater detention for the entire development and would be collectively owned and maintained by all lot owners.

The development is required to provide access to the adjacent properties to the west, south, and east in order to minimize access points to Caton Farm Road. The development will include cross access easements on the subject lots to allow future access from the adjacent properties to the east and west. Additionally, the development includes a new north-south street that would provide access to the residentially-zoned property to the south if it were ever to develop. The new street will be aligned with the existing section of Autumn Fields Boulevard to the north and will be dedicated to the City as public right-of-way. The petitioner is requesting a variation to allow the new street to have a reduced right-of-way width of 60 feet instead of the current standard of 66 feet. Staff is not opposed to this request, as the right-of-way will still be an adequate size to serve the PUD and the

adjacent undeveloped parcel. The right-of-way will not include space for public sidewalks; however, Lot 1 will include a sidewalk established by a public sidewalk easement along the west side of the new street.

A Planned Unit Development request typically includes architectural plans for the proposed buildings. Elevations and floor plans are included for the proposed day care facility on Lot 1. The petitioner has not determined specific users for the commercial buildings on Lots 2 and 3, so staff is not requiring those building plans at this time. The petitioner will need to amend the PUD in the future, through the Plan Commission and City Council process, once those design plans are available. The current site plan includes the building footprints for Lots 2 and 3 and has been designed to accommodate future drive-thrus for these buildings. Since the users are unknown, the petitioner cannot yet apply for drive-thru permits for these lots but will need to apply in the future as needed. If a future drive-thru approval changes the site plan, the petitioner will need to amend the PUD to reflect those changes.

The proposed site plan includes adequate parking for the proposed uses. The day care lot would contain 60 parking spaces while Lots 2 and 3 would collectively contain 75 parking spaces. The configuration of the parking row along the east side of the site could change if access is extended to the adjacent lot in the future. The attached site plan currently shows future access at the south end of the row.

The proposed day care facility will be located on Lot 1 of the subdivision. The Zoning Ordinance requires that day care facilities not be located within 40 feet of other lots with residential zoning. The PUD includes a variation from this spacing requirement to allow the outdoor play area to be within 40 feet of the lot line shared with the undeveloped residentially-zoned property to the south. Staff supports this variation because it allows for a safer and more practical site layout, and the petitioner is still providing a 15-foot buffer between the play area and the adjacent lot.

A final landscape plan is included with the PUD submission that is very similar to the preliminary plan. The petitioner is requesting a variation to reduce perimeter landscaping from 30 feet to 10 feet along the north property line adjacent to Caton Farm Road. According to the petitioner, the site cannot accommodate the required parking and circulation for the proposed uses if the plan includes a 30-foot-wide landscape area. The petitioner was required to include the new right-of-way for Autumn Fields Boulevard between Lots 1 and 2, which removed around 18,000 square feet of usable area from their site plan and also impacted the circulation requirements. The landscape plan includes the required 5-foot landscape areas along the west and east sides and the required 15-foot landscape area along the south side adjacent to residentially-zoned

property. There is also landscaping around the detention pond and on the parking islands as required.

The City's landscaping regulations also require a 30-foot landscape area adjacent to the new public right-of-way. The petitioner requests a variation from this requirement to reduce the landscaping from 30 feet to 0 feet along the east side and from 30 feet to 4 feet along the west side. Staff supports these variation requests due to the site constraints created by the addition of the new public street, which at this point in time will only serve the 580 Caton Farm development.

The proposed development will be required to connect to City water and sewer, which are available in the area. Public improvements will be required per the Subdivision Regulations and Public Works Department and will include a 10-foot bike path along Caton Farm Road, improvements to the south side of Caton Farm Road along the property frontage, dedication of the new public right-of-way (Autumn Fields Boulevard), and dedication of a portion of Caton Farm Road right-of-way. A record plat will be required for City Council review that establishes the proposed easements and right-of-way dedications for the property.

RECOMMENDED ACTION: Approval of the Final Planned Unit Development of 580 Caton Farm will allow the development of a commercial subdivision with a day care facility, retail uses, and restaurant uses. Staff supports the request and its variations, which are needed to accommodate adequate parking and circulation for the site's proposed uses. The site provides future access for adjacent uses as requested by staff. The petitioner has provided adequate landscape buffers along the west, south, and east perimeter. The proposed day care elevations meet the City's Non-Residential Design Standards. PUD amendments will be needed in the future to include elevations and floor plans for the two commercial buildings on Lots 2 and 3.

Figure 1: 5-acre site for the proposed Planned Unit Development of 580 Caton Farm Road, with surrounding zoning (2025)

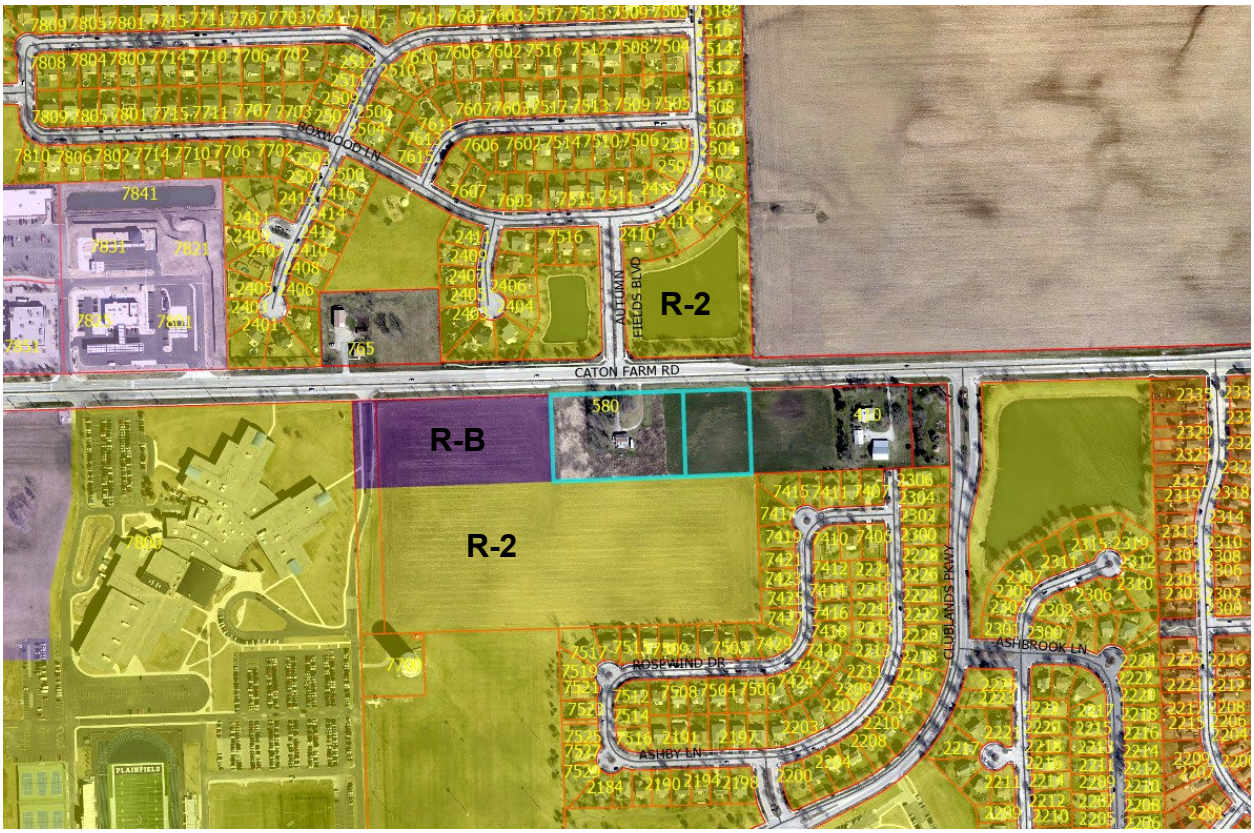


Figure 2: Subject site at 580 Caton Farm Road, view south from Caton Farm Road (April 2025)

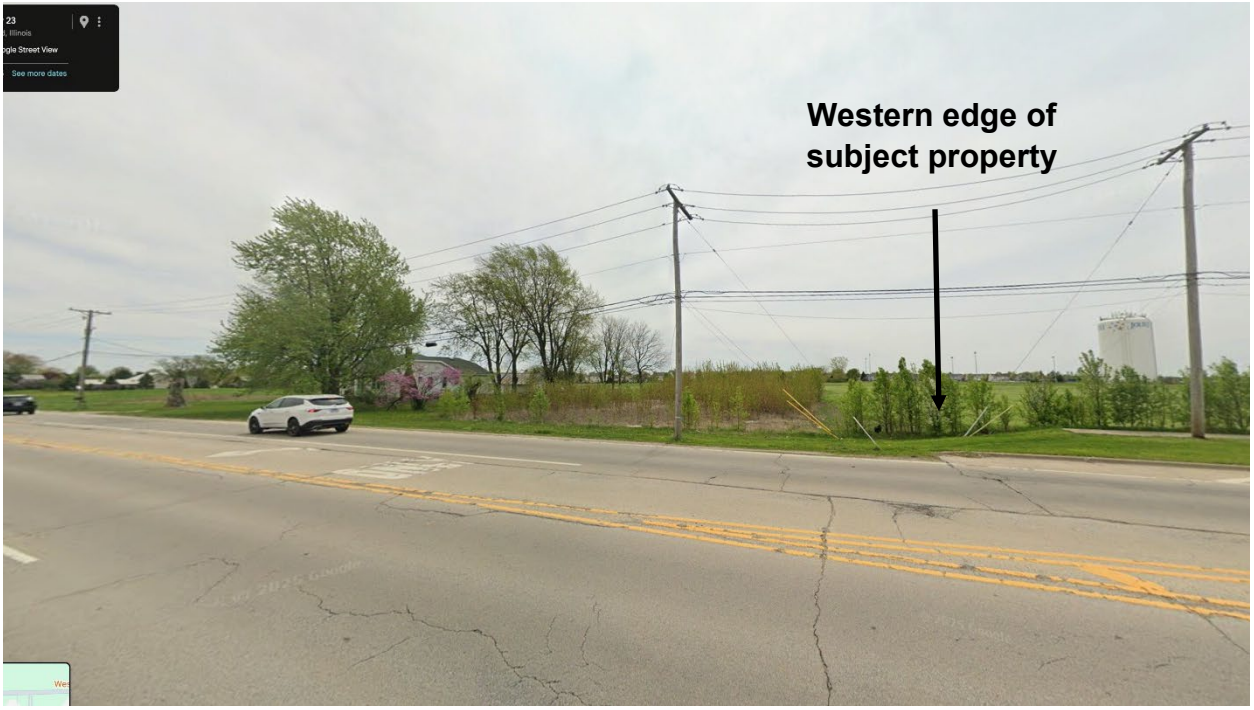
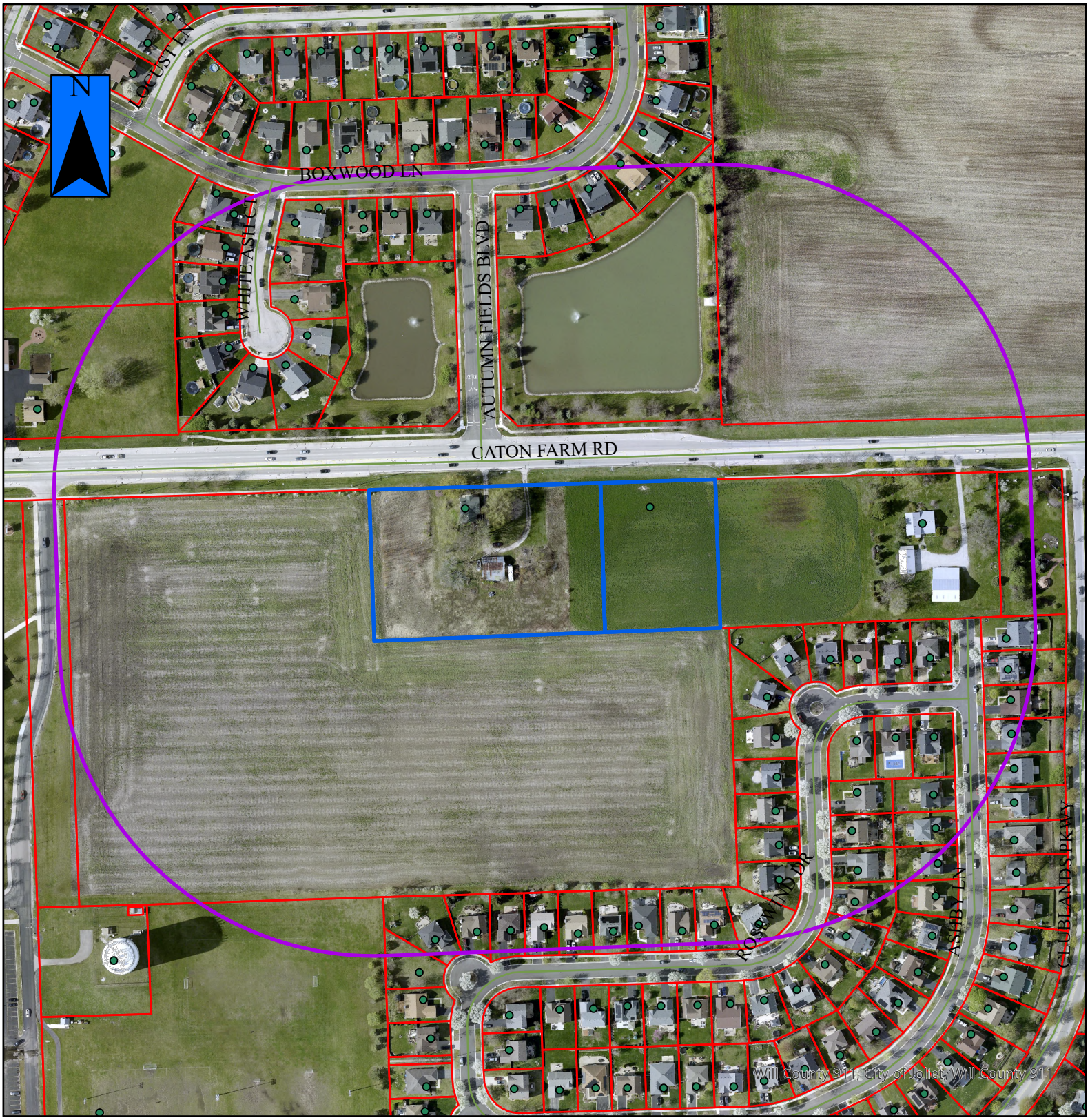


Figure 3: Subject site at 580 Caton Farm Road, view south from Autumn Fields Boulevard (April 2025)

Figure 4: Subject site at 580 Caton Farm Road, view southwest from Caton Farm Road (April 2025)

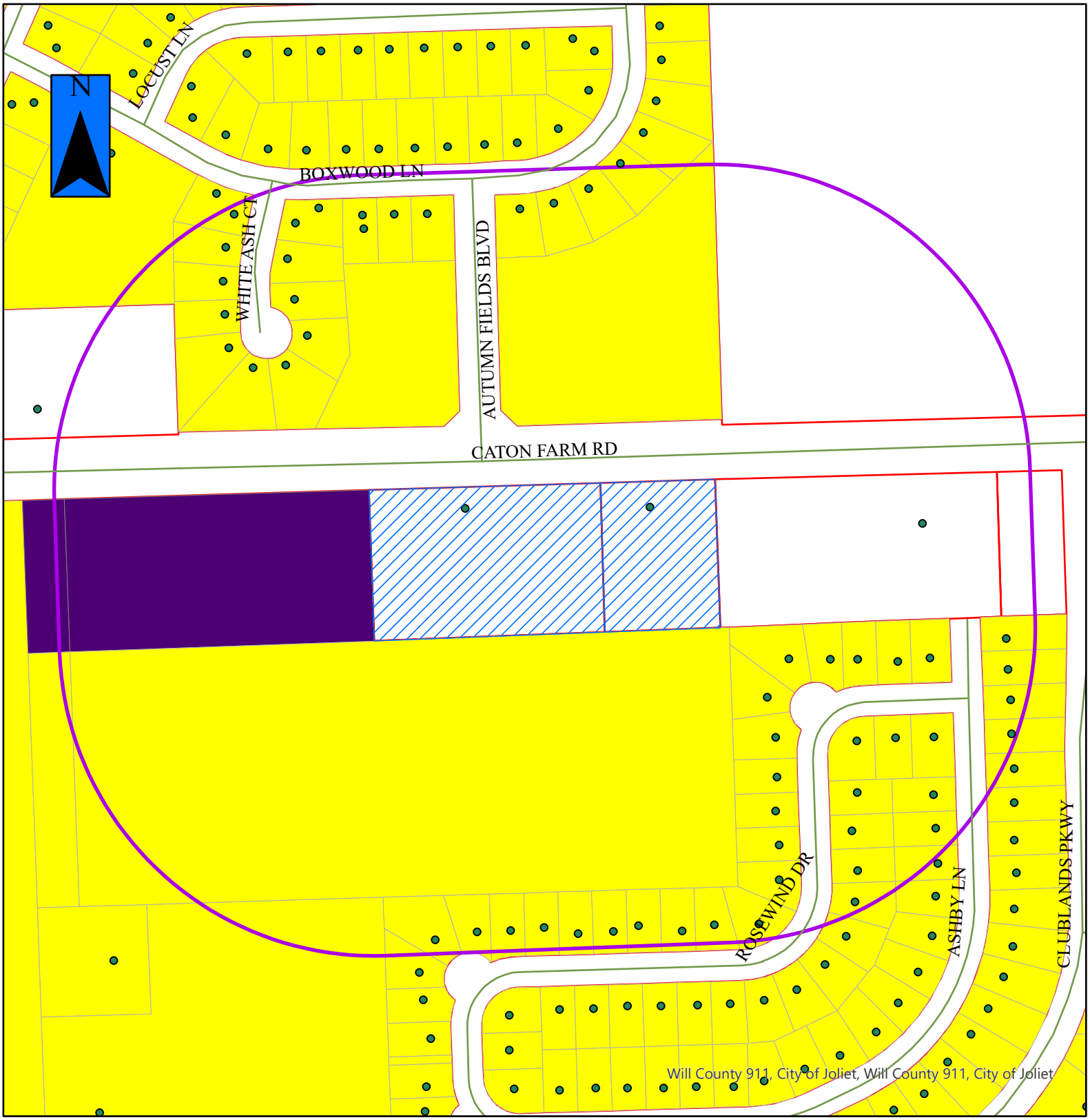


PUD-4-26a

JOLIET PLANNING DIVISION
DIVISIÓN DE PLANIFICACIÓN

= Property in Question / Propiedad en cuestión

= 600' Public Notification Boundary /
Límite de notificación pública de 600 ft (180 m)



PUD-4-26

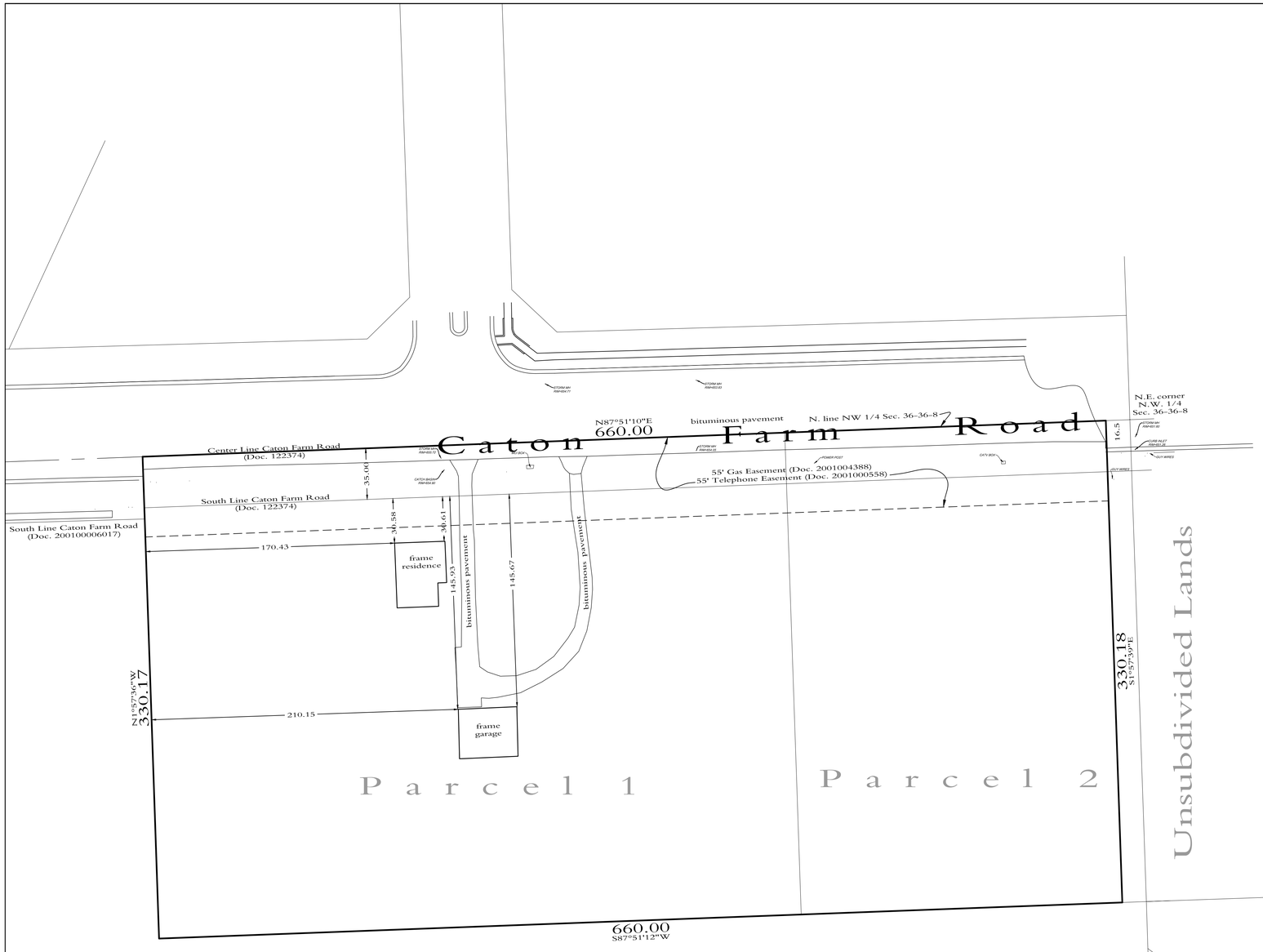
JOLIET PLANNING DIVISION

= Property in Question

= 600' Public Notification Boundary

Legend

B-1	I-TA	R-2
B-2	I-TB	R-2A
B-3	I-TC	R-3
I-1	R-1	R-4
I-2	R-1A	R-5
I-T	R-1B	R-B



Clublands Subdivision
Neighborhood 1 Unit 2
(Doc. 200100006017)

Lot
922

Scale: 1"= 40'
datum=NAD83

0 8 16 24 32 40 60 80 120 160

ALTA\NSPS Land Title Survey

OF:

PARCEL 1: THAT PART OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS COMMENCING AT A POINT ON THE NORTH LINE OF SAID NORTHWEST QUARTER, 16.50 FEET WEST OF THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER, THENCE SOUTHERLY, PARALLEL WITH THE EAST LINE OF SAID NORTHWEST QUARTER, 330.0 FEET, THENCE WEST, PARALLEL WITH SAID NORTH LINE, 220.0 FEET FOR A POINT OF BEGINNING, THENCE CONTINUING WEST, PARALLEL WITH SAID NORTH LINE, 440.0 FEET, THENCE NORTHERLY, PARALLEL WITH SAID EAST LINE, 330.0 FEET TO SAID NORTH LINE, THENCE EAST, ALONG SAID NORTH LINE, 440.0 FEET TO A LINE DRAWN NORTHERLY FROM THE POINT OF BEGINNING WHICH IS PARALLEL WITH SAID EAST LINE, THENCE SOUTHERLY, PARALLEL WITH SAID EAST LINE, 330.0 FEET TO THE POINT OF BEGINNING IN NA-AU-SAY TOWNSHIP, KENDALL COUNTY, ILLINOIS AND CONTAINING 3.333 ACRES.

PARCEL 2: THAT PART OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS BEGINNING AT A POINT ON THE NORTH LINE OF SAID NORTHWEST QUARTER, 16.50 FEET WEST OF THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTHERLY, PARALLEL WITH THE EAST LINE OF SAID NORTHWEST QUARTER, 330.0 FEET; THENCE WEST, PARALLEL WITH SAID NORTH LINE, 220.0 FEET; THENCE NORTHERLY, PARALLEL WITH SAID EAST LINE, 330.0 FEET TO SAID NORTH LINE; THENCE EAST, ALONG SAID NORTH LINE, 220.0 FEET TO THE POINT OF BEGINNING IN NA-AU-SAY TOWNSHIP, KENDALL COUNTY, ILLINOIS AND CONTAINING 1.667 ACRES.

217,915 sq.ft. 5.003 acres (gross), 194,815 sq.ft., 4.472 acres (net)

Notes:

Common address: 580 Caton Farm Road, Plainfield Illinois

3/4" iron pipes at all corners except as noted.

Basis of bearings: measured relative to NAD83. All dimensions are shown as measured in feet and decimal parts thereof.

Onsite horizontal control was established through GPS observations with a relative positional accuracy of 0.07 feet plus 50 parts per million at the 95 percent confidence level based on a NOAA Online Position User Service (OPUS) solution.

This survey was prepared with reference to a Commitment for Title Insurance issued by Fidelity National Title Insurance Company as Commitment FCHI2500351LD with an effective date of March 27, 2025 together with proprietary research by and knowledge of the Surveyor..

The lands platted herein are the same as those described in Exhibit "A" of said Commitment.

All special exceptions listed in Schedule "B, Part II" of said Commitment raising matters of survey pertinent to the platted lands are shown or otherwise noted herein.

Pursuant to Schedule "B, Part II" of said Commitment, the platted lands are subject to the terms and conditions contained in Documents (corresponding Exception in parentheses) 200100000558 (9), 200100004388 (10) and 122374 (no exception). The attention of those with interest in particulars of these matters is directed to the Documents cited.

The platted lands do not fall in a designated Flood Hazard Area as defined by the Federal Emergency Management Agency.

State of Illinois }
County of DuPage } S.S.

To:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS in 2021. The field work was completed on August 28, 2025.

Given under my Hand and Seal at Wheaton, Illinois
this 2nd day of September, A.D.2025.

Illinois Professional Land Surveyor 2967
exp.11-30-26
Cole@Korugroup.com

John Cole Heltzel
Professional Land Surveyor 2967
State of Illinois

Sheet 1 of 1

Date: 9-2-2025
File: 250771LT
Job: 25077

ALTA\NSPS Land Title Survey

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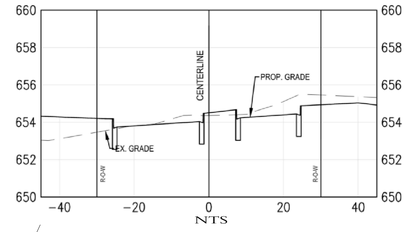
Koru Group, PLLC
2135 City Gate Lane,
Suite 330
Naperville, IL 60563
IL Design Firm
8901-0012
331-444-KORU
(5678)

KORU

Autumn Fields Boulevard
Proposed Typ. Cross Section



P.I.N. 06-25-376-001
Owner:AUTUMN FIELDS HOMEOWNERS ASSN.
zoning:R-2 (single-family residential)
current use: stormwater management

Autumn Fields Boulevard
Doc. 20020000020491 80' R.O.W.

P.I.N. 06-25-372-016
Owner:AUTUMN FIELDS HOMEOWNERS ASSN.
zoning:R-2 (single-family residential)
current use: stormwater management

LOT AREAS:

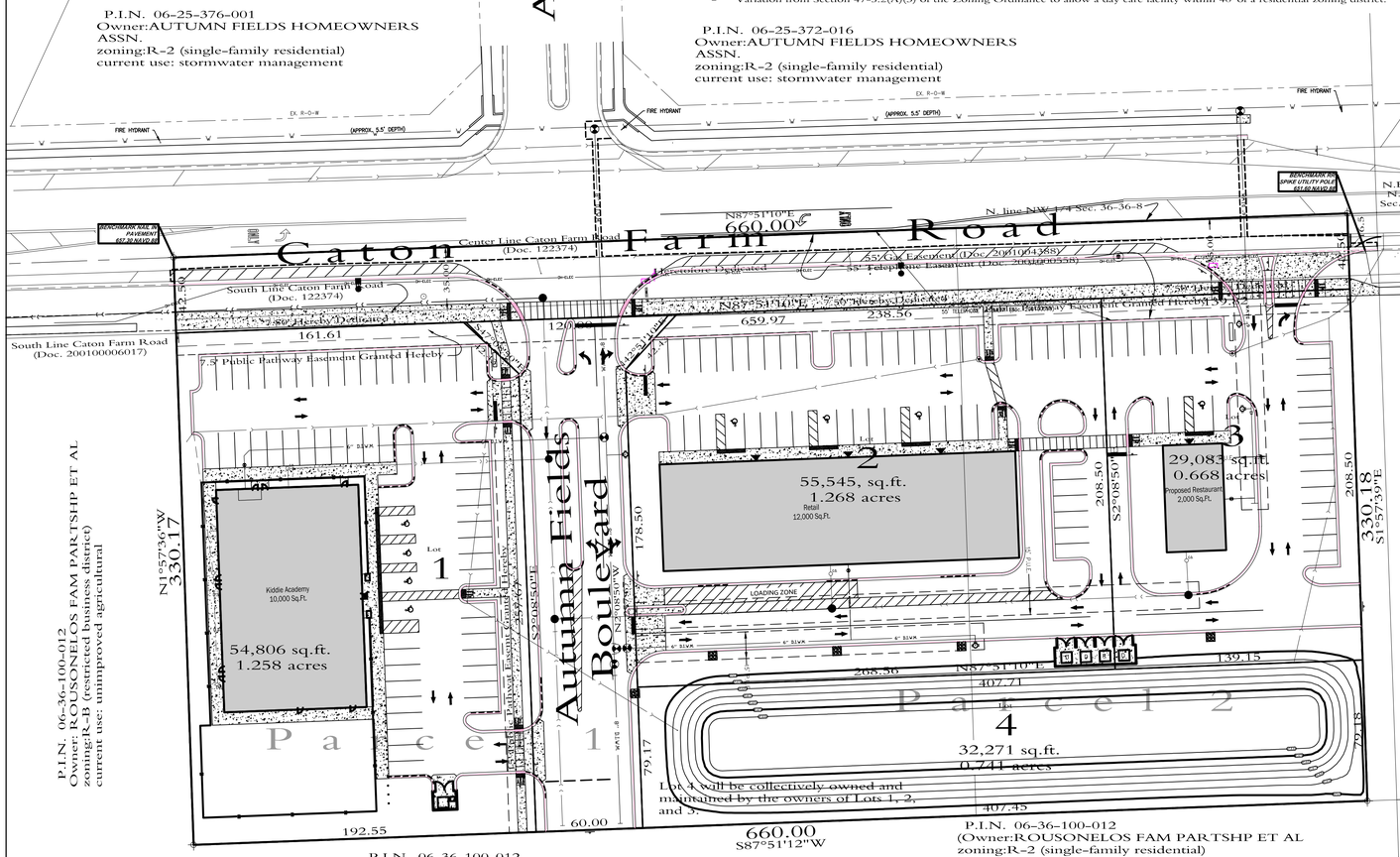
R.O.W. DEDICATION (CATON FARM RD)	5,040 SF
R.O.W. DEDICATION (AUTUMN FIELDS BLVD)	18,070 SF
LOT 1- KIDDIE ACADEMY CHILD CARE	54,806 SF
LOT 2- RETAIL	55,545 SF
LOT 3- RESTAURANT	29,083 SF
LOT 4- STORMWATER MANAGEMENT	32,271 SF

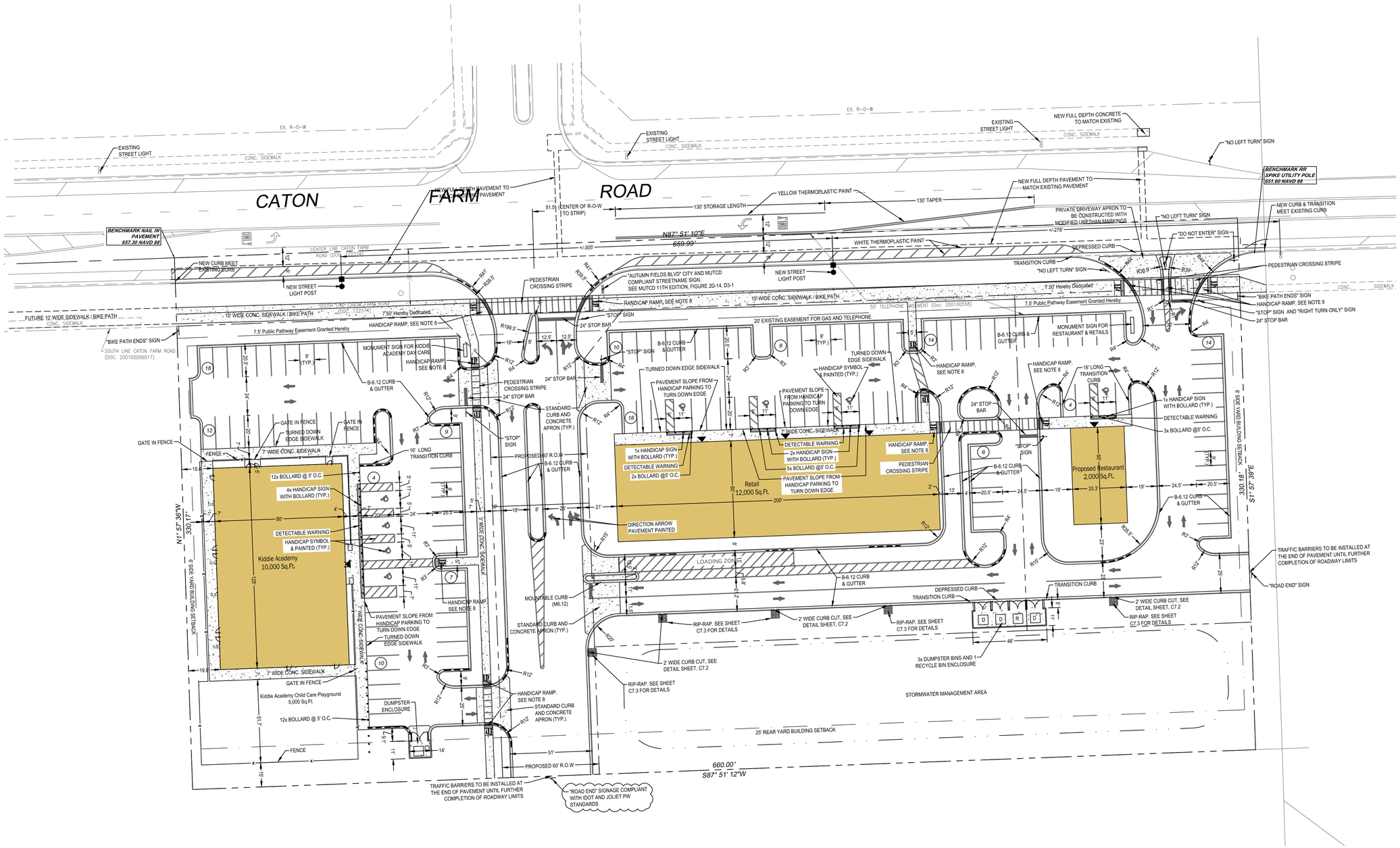
ZONING:
EXISTING: B-1 NEIGHBORHOOD BUSINESS DISTRICT
PROPOSED: PUD B-1 NEIGHBORHOOD BUSINESS DISTRICT

OWNER/ DEVELOPER:
JILL FRATTO
PROJECT DEVELOPMENT GROUP
13828 S ARAPAHO TRAIL
HOMER GLEN, IL 60491
(717) 669-0511
JILLFRATTO@GMAIL.COM

VARIANCE REQUESTS:

1. 30' required landscape buffer along Caton Farm Road
   Variance from Zoning Ordinance Section 47-15E to reduce requiredlandscaping adjacent to public right-of-way from 30 feet to 10 feet.
2. Landscape buffer along the new ROW
   – We're requesting the required landscape buffer be reduced to 4' on the west and 0' on the east.
3. Parking count
   – We're requesting the number of parking stalls be counted as a total development and not lot-by-lot
4. New 66' wide ROW
   – We're requesting the 66' wide ROW be reduced to 60' wide.
5. Distance from Residential Zoning for day care facility
   – Variation from Section 47-5.2(A)(3) of the Zoning Ordinance to allow a day care facility within 40' of a residential zoning district.


Caton Farm Road
Center Line Caton Farm Road (Doc. 122374)
South Line Caton Farm Road (Doc. 122374)
South Line Caton Farm Road (Doc. 200100006017)
N87°51'10"E 660.00'
N line NW 1/4 Sec. 36-36-8
N.E. corner N.W. 1/4 Sec. 36-36-8
BENCHMARK #101 SPIKE UTILITY POLE 651.60 NAVD 88
BENCHMARK #102 SPIKE PAVEMENT 657.9 NAVD 88
FIRE HYDRANT
EX. R-O-W
(APPROX. 5.5' DEPTH)
45' Ingress, Egress & Utility Easement (Doc. 200100004388)
55' Telephone Easement (Doc. 200100005558)
Pedestrian Pathway Easement Granted Hereby
50' Public Pathway Easement Granted Hereby
Pedestrian Pathway Easement Granted Hereby
Pedestrian Pathway Easement Granted Hereby
Pedestrian



LEGEND

- PROPOSED CURB & GUTTER
- REVERSE PITCH CURB
- PROPOSED DEPRESSED CURB
- EXISTING CURB & GUTTER
- PROPERTY LINE
- EASEMENT LINE
- SETBACK LINE
- CHAIN-LINK FENCE
- CONCRETE PAVEMENT
- FULL DEPTH ASPHALT PAVEMENT
- TRUNCATED DOMES
- LIGHT POLE
- BUILDING ENTRANCE

SITE ANALYSIS

580 CATON FARM ROAD
JOLIET, IL 60586

PARCEL AREA	217,332 sf
R.O.W. DEDICATION	18,160 sf
LOT 1- KIDDIE ACADEMY CHILD CARE	54,806 sf
LOT 2- RETAIL	55,545 sf
LOT 3- RESTAURANT	29,083 sf
LOT 4- STORMWATER MANAGEMENT	32,271 sf

PARKING

KIDDIE ACADEMY CHILD CARE:
QUANTITY REQD. 56 = 10,000/180 (1 SPACE / 180 SQ FT)
PROVIDED 60 SPACES = 56 STANDARD + 4 ADA

PROPOSED RESTAURANT:
QUANTITY REQD. 12 = 2,000/180 (1 SPACE/180 SQ FT)
PROVIDED 12 SPACES = 11 STANDARD + 1 ADA

RETAIL:
QUANTITY REQD. 66 = 12,000/180 (1 SPACE/ 180 SQ FT)
PROVIDED 66 SPACES = 63 STANDARD + 3 ADA

STALL SIZE REQUIRED 9' X 20' (STANDARD)
PROVIDED 9' X 20' (STANDARD), 13' X 20' (ADA)

SITE IMPERVIOUS

EXISTING IMPERVIOUS AREA:	10,659 SF (0.24 AC)
PROPOSED IMPERVIOUS AREA:	13,349 SF (3.08 AC)
NET NEW IMPERVIOUS AREA:	123,690 SF (2.84 AC)

SITE NOTES

1. All dimensions are back of curb unless otherwise noted.
2. All curb radii are back of curb unless otherwise noted.
3. Contractor to verify dimensions prior to starting work and notify engineer if any discrepancies are found.
4. Sidewalk around perimeter of building shall be walk/pavement unless otherwise specified on plans.
5. Contractor will be responsible for repairing all existing pavement damaged during construction.
6. See details for bituminous and concrete pavement sections.
7. Contractor to provide temporary traffic control measures during construction of entrance of R.O.W. in accordance w/ Illinois D.O.T. requirements.
8. ADA handicap ramps shall be installed at all locations delineated on plans as well as at all locations where sidewalk abuts drives or roadways. Installing a Detectable Warning, depressed curb and 3' transition curb both side.
9. Contractor shall compare architectural and engineering plans for interface compatibility.
10. All curb and gutter shall be B6.12 unless otherwise noted on plans
11. Pavement striping to be white two coats unless otherwise specified on plans.
12. All pavement markings on Caton Farm Road and the public street shall be recessed thermoplastic.
13. ~~All openings on concrete driveways shall be modified urethane.~~
14. Final striping on public roads must be coordinated with the Joliet Traffic Engineer prior to placing markings.

South R-O-W

KORU
Koru Group, PLLC
2056 Westings Ave, STE 170
Naperville, IL. 60563

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CLIENT:

CONSULTING ARCHITECT:

GENERAL CONTRACTOR:

New Construction:

580 CATON FARM P.U.D.

580 Caton Farm Road
Plainfield, Illinois 60586

NOT FOR CONSTRUCTION

IF PRINTED TO SCALE, BOTH THESE BARS WILL MEASURE 1"

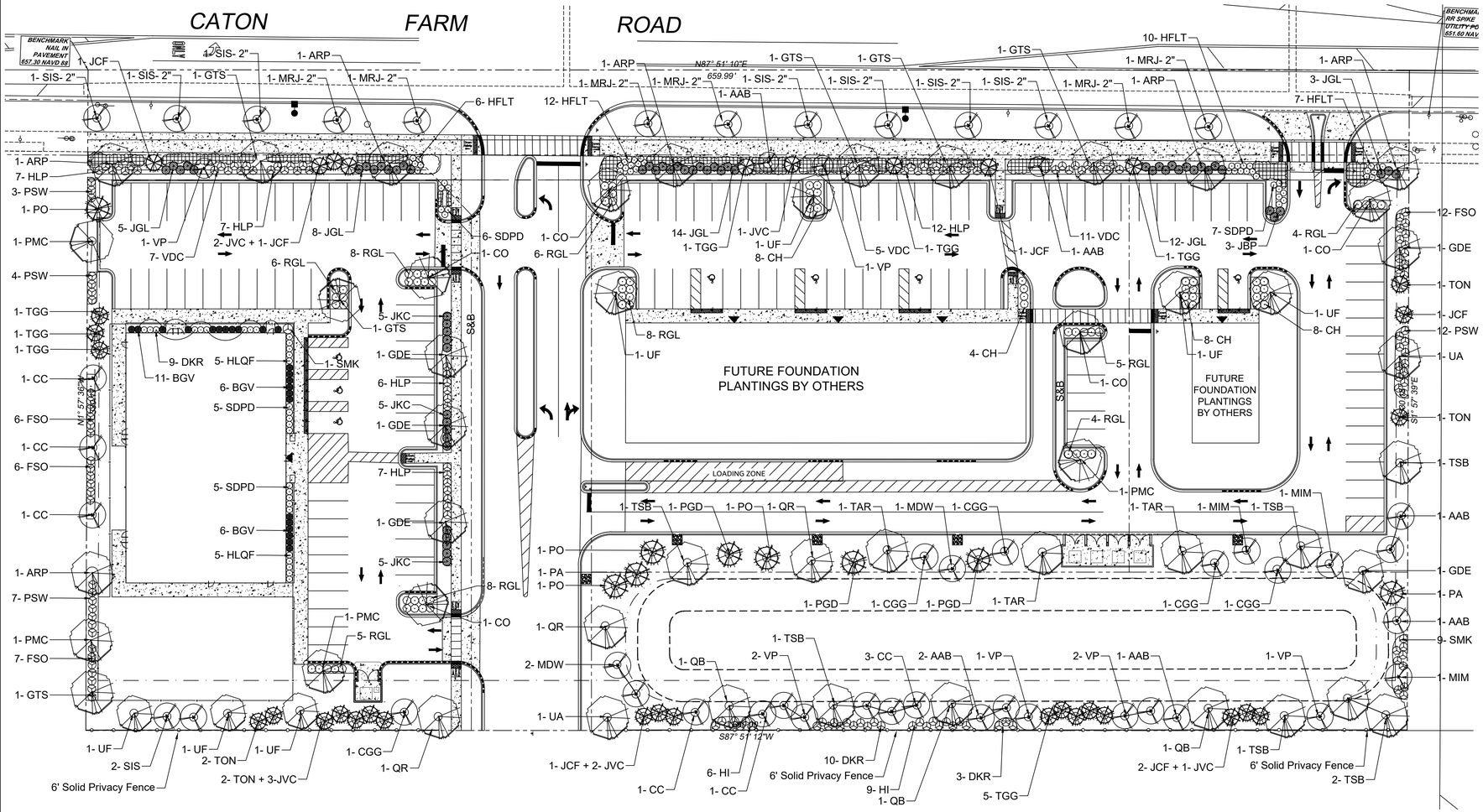
REVISIONS:		
#	DESCRIPTION	DATE
1	FOR PUD	10/13/2025
2	FOR FINAL ENGINEERING	10/20/2025
3	FOR PRELIM PUD REV. 1	12/08/2025

PROJECT NUMBER: 25077
DRAWN BY: NS/SAH REVIEWED BY: SRK

SHEET TITLE:
SITE PLAN

SHEET NO.
C1.1

CAUTION: IF THIS SHEET IS NOT 24"x36", THEN IT IS NOT AT THE SCALE INDICATED.



PLANT LIST : (Caton Farm Road Retail, Joliet) 2025-02-19

KEY	QUAN	BOTANICAL NAME	COMMON NAME	SIZE/TYPE
DECIDUOUS SHADE TREES				
ARP	6	Acer r. 'Frank Jr.'	Redpoint Red Maple	2.0"BB
CO	5	Celtis occidentalis	Common Hackberry	2.0"BB
GTS	6	Gleditsia t. I 'Skycole'	Skyline Honeylocust	2.0"BB
GDE	5	Gymnocladus d.'Espresso'	Espresso Ken.Coffeetree	2.0"BB
PMC	4	Platanus a. Morton Circle'	Exclamation Planetree	2.0"BB
QB	3	Quercus bicolor	Swamp White Oak	2.0"BB
QR	3	Quercus rubra	Red Oak	2.0"BB
TSB	7	Taxodium d. 'Shawnee Brave'	Shawnee Brave Bald Cypress	2.0"BB
TAR	3	Tilia a. 'Redmond'	Redmond Amer. Linden	2.0"BB
UA	2	Ulmus 'Morton'	Accolade Elm	2.0"BB
UF	7	Ulmus 'Frontier'	Frontier Elm	2.0"BB
DECIDUOUS ORNAMENTAL TREES				
AAB	7	Amelanchier g. 'Autum Brilliance'	Autumn Brilliance Serviceberry	6'BB
CC	8	Cercis canadensis	Eastern Redbud	6'BB
CGG	5	Cornus m. 'Golden Glory'	Golden Glory Cornelien. Dogwood	6'BB
MDW	3	Malus 'Donald Wyman'	Donald Wyman Crab.	6'BB
MIM	3	Malus 'Indian Magic'	Indian Magic Crabapple	6'BB
MRJ	6	Malus 'Jewelcole'	Red Jewel Crabapple	2"BB
SIS	7	Syringa r. 'Ivory Silk'	Ivory Silk Tree Lilac	2"BB
SIS	2	Syringa r. 'Ivory Silk'	Ivory Silk Tree Lilac	6'BB
VP	8	Viburnum prunifolium	Blackhaw Viburnum	6'BB
EVERGREEN TREES				
JCF	7	Juniperus c. 'Fairview'	Fairview Juniper	6'BB
JVC	9	Juniperus v. 'Canaertii'	Canaerti Juniper	6'BB
PA	2	Picea abies	Norway Spruce	6'BB
PGD	3	Picea g. 'Densata'	Black Hills Spruce	6'BB
PO	3	Picea omorika	Serbian Spruce	6'BB
TON	6	Thuja o. 'Nigra'	Nigra Arborvitae	6'BB
TGG	11	Thuja p. 'Green Giant'	Green Giant Arborvitae	6'BB
DECIDUOUS SHRUBS				
CH	28	Contoneaster 'Hessei'	Hess Cotoneaster	#3
DKR	22	Diervilla 'G2X885411'	Kodiak Red Diervilla	#3
FSO	31	Forsythia 'Mindor'	Show Off Forsythia	#3
HI	15	Hydrangea a. 'Abetwo'	Incrediball Hydrangea	#5
HFLT	35	Hydrangea p. 'SMNHPK'	Fire Light Tidbit Hydrangea	#3
HLP	39	Hydrangea p. 'SMNHPPH'	Limelight Prime Hydran.	#5
HLQF	10	Hydrangea p. 'SMHPLQF'	Little Quick Fire Hydrangea	#3
PSW	26	Physocarpus o. 'Seward'	Summer Wine Ninebark	#3
SDPD	23	Spiraea j. 'NCSX2'	Double Play Doozie Spirea	#3
RGL	54	Rhus a. 'Gro-Low'	Grow Low Sumac	#5
SMK	10	Syringa p. 'Miss Kim'	Miss Kim Lilac	#5
VDC	23	Viburnum d. 'Christholm'	Blue Muffin Viburnum	#5
EVERGREEN SHRUBS & BROADLEAF EVERGREENS				
BGV	23	Buxus 'Green Velvet'	Green Velvet Boxwood	#5
JBP	3	Juniperus c. 'Blue Pacific'	Blue Pacific Juniper	#3
JKC	15	Juniperus c.'Kallay's Compact	Kallay's Compact Juniper	#3
JGL	42	Juniperus c. 'Gold Lace'	Gold Lace Juniper	#3
PERENNIALS				
AM	43	Allium 'Millenium'	Millenium Allium	#1
CN	30	Calamintha n. nepeta	Calamintha	#1
EPM	21			
HHR	28	Hemerocallis 'Happy Returns'	Happy Returns Daylily	#1
HRR	27	Hemerocallis 'Rosy Returns'	Rosy Returns Daylily	#1
NBW	32	Nepeta 'Blue Wonder'	Blue Wonder Catmint	#1
RLS	30	Rudbeckia 'Viettes Little Suzy'	Little Suzy Black-eyed Susan	#1
ORNAMENTAL GRASSES				
SA	33	Sesleria autumnalis	Autumn Moor Grass	#1

MATERIALS LIST:

7,650 SY	Seed & Straw Blanket (Kentucky Bluegrass/Per. Rye Mix-See Specs)
110 CY	Mulch (Shredded Hardwood)
110 CY	Compost (Mushroom or Yard Waste)

*NOTE: SEED & BLANKET AND SOD QUANTITY IS APPROXIMATE. FINAL QUANTITY WILL BE DETERMINED BY LIMITS OF CONSTRUCTION AND DISTURBED AREAS

NOTE: THE QUANTITIES ABOVE ARE SUPPLIED AS A CONVENIENCE; HOWEVER, ALL BIDDERS AND THE INSTALLING LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR CALCULATING ALL QUANTITIES AND SHALL INSTALL ALL MATERIALS AS NEEDED TO REFLECT THE MATERIALS ILLUSTRATED AND SPECIFIED ON THE LANDSCAPE PLANS.

Notes:

1. See Sheet L-2 for Turf Seed & Blanket Plan, Caton Farm Road Perennial Planting Plan, Landscape Details & General Notes

2. See Sheet L-3 for Landscape Specifications

3. See Civil Engineering plan set for all details pertaining to grading, utilities, geometry, easements, existing trees to remain, existing tree to be preserved, Etc.

4. See Architectural plan set for all Architecture related items.

LANDSCAPE CALCULATIONS:

Caton Farm Road Perimeter- West Side (10' Wide): 197 LF (minus Drives)

Requirement: 10' Wide Buffer, 2- Evergreen or Ornamental Trees, 1- Shade Trees, 20- Shrubs & 40- Perennials/100 LF

Calculation: 4- Evergreen or Ornamental Trees, 2- Shade Trees, 40- Shrubs & 80 Perennials

Provided: 5- Evergreen or Ornamental Trees, 3- Shade Trees, 40- Shrubs & 80- Perennials

Caton Farm Road Perimeter- East Side (10' Wide): 382 LF (minus Drives)

Requirement: 10' Wide Buffer, 2- Evergreen or Ornamental Trees, 1- Shade Trees, 20 Shrubs & 40 Perennials/100 LF

Calculation: 8- Evergreen or Ornamental Trees, 4- Shade Trees, 77- Shrubs & 153 Perennials

Provided: 8- Evergreen or Ornamental Trees, 6- Shade Trees, 82- Shrubs & 153 Perennials

West Property Line Perimeter: 330 LF

Requirement: 2- Evergreen or Ornamental Trees + 1- Shade Trees + 10 Shrubs /100 LF

Calculation: 7- Evergreen or Ornamental Trees, 3- Shade Trees & 33 Shrubs

Provided: 7- Evergreen or Ornamental Trees, 3- Shade Trees & 33 Shrubs

East Property Line Perimeter: 330 LF

Requirement: 5' Wide Buffer, 2 Evergreen or Ornamental Trees + 1 Shade Trees & 10 Shrubs/100 LF

Calculation: 7- Evergreen or Ornamental Trees, 3- Shade Trees & 33 Shrubs

Provided: 7- Evergreen or Ornamental Trees, 3- Shade Trees & 33 Shrubs

South Property Line Perimeter: 660 LF - 60 LF ROW = 600LF

Requirement: 15' Wide Buffer, 3 Evergreen Trees + 3 Ornamental Trees + 2 Shade Trees & 5 Shrubs/100 LF

Calculation: 18- Evergreen Trees + 18- Ornamental Trees + 12- Shade Trees & 30 Shrubs

Provided: 18- Evergreen Trees + 18- Ornamental Trees + 12- Shade Trees & 30 Shrubs

Detention Basin Landscaping: 833 LF H.W.L.

Requirement: 1 Shade Tree + 1 Evergreen Tree + 1- Ornamental Tree/100LF H.W.L.

Calculation: 8- Shade Trees, 8- Evergreen Trees & 8- Ornamental Trees

Provided: 8- Shade Trees, 8 Evergreen Trees & 8- Ornamental Trees

LEGEND

DECIDUOUS SHADE TREE - 2.0"

ORNAMENTAL TREE - 6'BBClump/2"BB

EVERGREEN TREE - 6'BB

LARGE DECIDUOUS SHRUB- 5 Gal/24" Min.

EVERGREEN SHRUBS - 5 Gal.

DWARF DECIDUOUS SHRUB- 3 Gal/24" Min.

PERENNIALS & ORNAMENTAL GRASSES- 1 Gal./1 Qt.

Know what's below. Call before you dig.

SCALE 1" = 30'

0 30 60

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The drawings, specifications, design ideas, and other information contained within as prepared by the Landscape Architect and/or Land Planner for this project are instruments of the Landscape Architect's and/or Land Planner's service, for use solely with respects to this project and, unless otherwise provided, the Landscape Architect and/or Land Planner shall be deemed the author of these documents and shall retain all common law, statutory, and other rights, including copyright. This drawing is not to be reproduced without the expressed written consent of Heritage Oak Studios, LLC

REVISIONS

5 - Final Landscape Plans	2026-02-19
4 - Per City Of Joliet Review	2025-12-09
3 - Per City Of Joliet Review	2025-11-11
2 - Per Revised Site Plan	2025-10-14
1 - Revised Per 30' Buffer	2025-09-05

MULTI-TENANT DEVELOPMENT

580 Caton Farm Road
Joliet, Illinois

STATE OF ILLINOIS REGISTERED LANDSCAPE ARCHITECT
RONALD PLONKA
REG. 157-000717
Expires: 2027-08-31

HERITAGE OAK STUDIOS, LLC
Landscape Architects
24301 White Oak Drive
Plainfield, IL 60585
PHONE: 815-531-4415

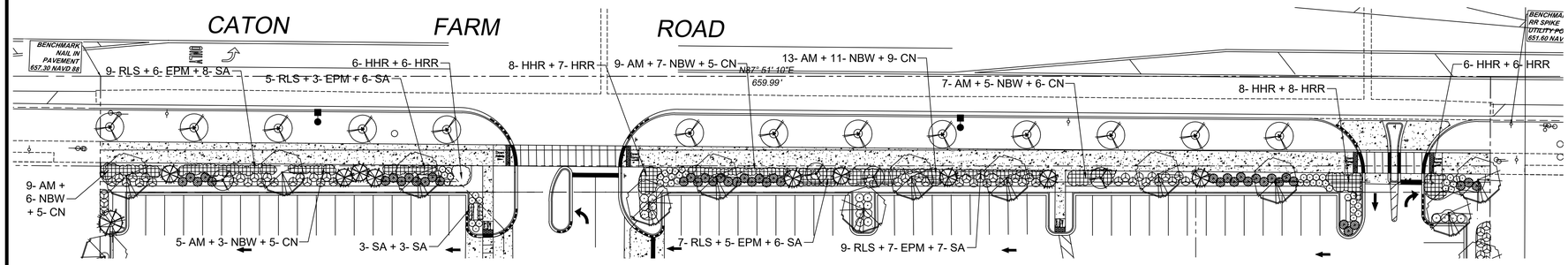
FINAL LANDSCAPE PLAN

DATE: 2025-08-22
SCALE: 1"=30'
PLANNER: RP
DRAWN BY: RP
CHECKED: _____

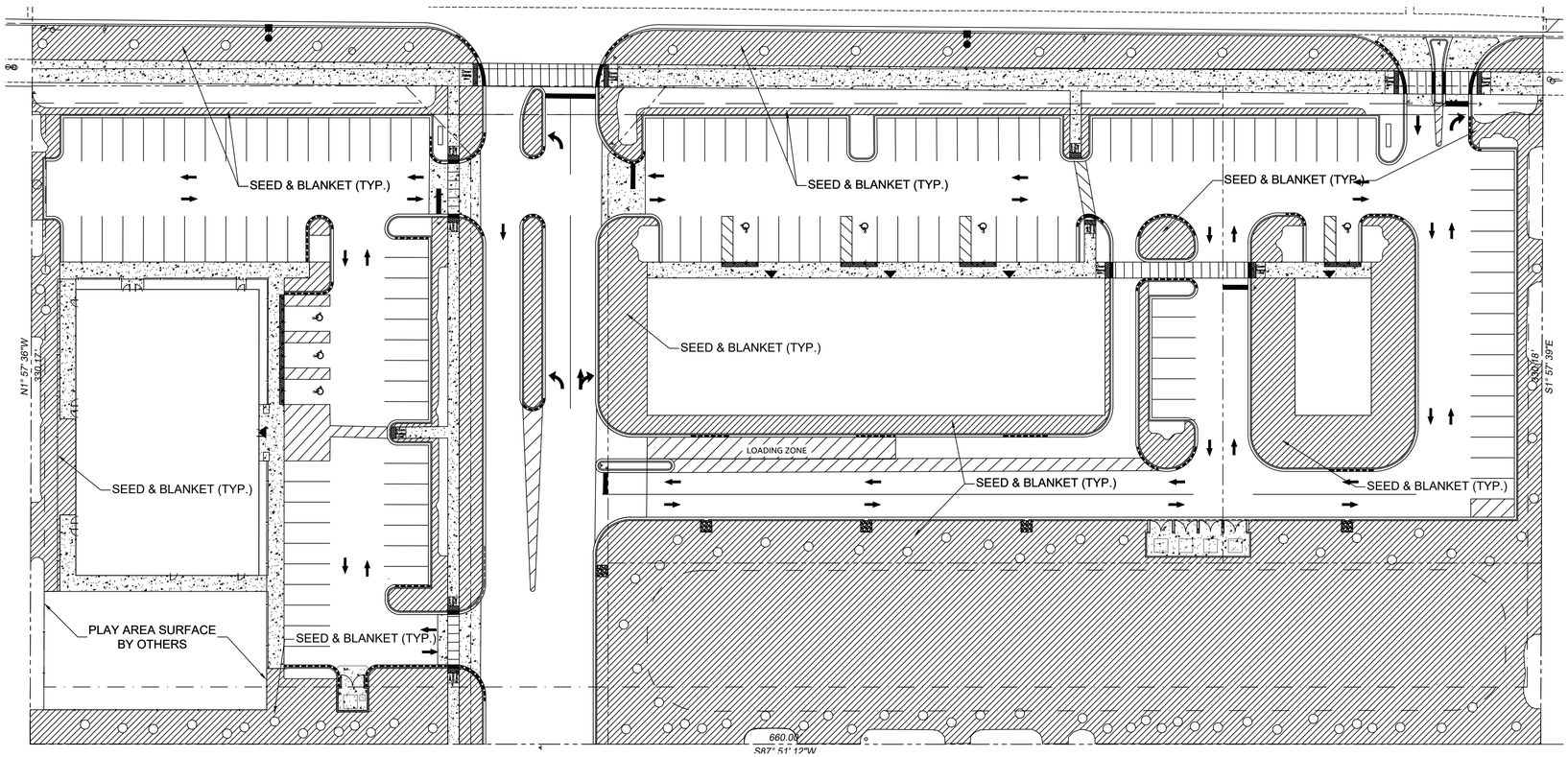
SHEET
L-1

PROJECT NO.: 2325 - 2463

CAUTION: IF THIS SHEET IS NOT 24"x36", THEN IT IS NOT AT THE SCALE INDICATED.



CATON FARM ROAD PERENNIALS PLAN



TURF SEED & BLANKET PLAN

GENERAL NOTES:

Plant material shall be nursery grown and be either balled and bur-lapped or container grown. Sizes and spreads on plant list represent minimum requirements.

The requirements for measurement, branching and ball size shall conform to the latest addition of ANSI Z60.1, AMERICAN STANDARD OF NURSERY STOCK by the American Nursery & Landscape Association.

Any materials with damaged or crooked/disfigured leaders, bark abrasion, sun scald, insect damage, etc. are not acceptable and will be rejected. Trees with multiple leaders will be rejected unless called for in the plant list as multi-stem or clump (cl.).

If any mistakes, omissions, or discrepancies are found to exist with the work product, the Landscape Architect shall be promptly notified so that they have the opportunity to take any steps necessary to resolve the issue. Failure to promptly notify the Landscape Architect and the Owner of such conditions shall absolve them from any responsibility for the consequences of such failure.

Under no circumstances should these plans be used for construction purposes without examining actual locations of utilities on site, and reviewing all related documents mentioned herein, including related documents prepared by the project Civil Engineer and Architect.

Civil Engineering or Architectural base information has been provided by others. The location of various site improvements on this set of drawings is only illustrative and should not be relied upon for construction purposes.

Civil Engineering or Architectural base information has been provided by others. The location of various site improvements on this set of drawings is only illustrative and should not be relied upon for construction purposes.

Quantity lists are supplied as a convenience. However, Bidders and the Installing Contractor should verify all quantities. The drawings shall take precedence over the lists. Any discrepancies shall be reported to the Landscape Architect.

Actions taken without the knowledge and consent of the Owner and the Landscape Architect or in contradiction to the Owner and the Landscape Architect's work product or recommendations, shall become the responsibility not of the Owner and the Landscape Architect, but for the parties responsible for the taking of such action.

Refer to Civil Engineering documents for detailed information regarding size, location, depth and type of utilities, as well as locations of other site improvements, other than landscape improvements,

Plant symbols illustrated on this plan are a graphic representation of proposed plant material types and are intended to provide for visual clarity. However, the symbols do not necessarily represent actual plant spread at the time of installation.

All plant species specified are subject to availability. Material shortages in the landscape industry may require substitutions. All substitutions must be approved by the Village, Landscape Architect and Owner.

The Landscape Contractor shall verify location of all underground utilities prior to digging by calling "J.U.L.I.E." (Joint Utility Location for Excavators) 1-800-892-0123 and any other public or private agency necessary for utility location.

All bed lines and tree saucers shall require a hand spaded edge between lawn and mulched areas.

Grading shall provide slopes which are smooth and continuous. Positive drainage shall be provided in all areas.

Sod shall be mineral base only.

Seed mixes shall be applied mechanically so that the seed is incorporated into the top one-half inch (1/2") of the seed bed. The seed shall then be covered with the specified blanket (installed per manufacturer's. specs) or Hydro-mulch.

All plant material shall be guaranteed for one (1) year from the date of acceptance.

All completed planting beds and tree saucers, except for groundcover beds, shall be mulched with three (3) inches of un-dyed shredded hardwood bark. All groundcover beds shall be mulched with three (3) inches of pine bark fines.

Notes:

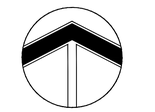
See Sheet L-1 for Overall Site Landscape Plan

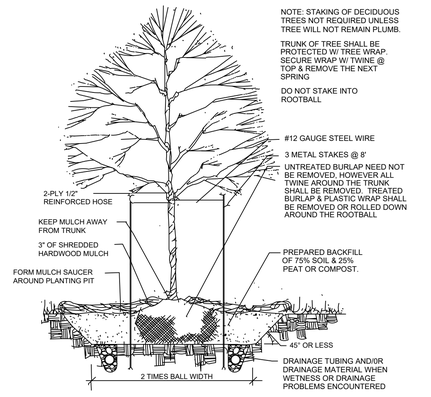
2. See Sheet L-3 for Landscape Specifications

3. See Civil Engineering plan set for all details pertaining to grading, utilities, geometry, easements, existing trees to remain, existing tree to be preserved, Etc.

4. See Architectural plan set for all Architecture related items.

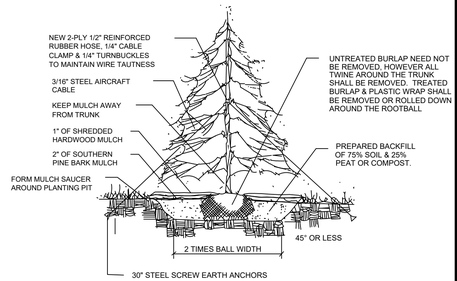
811 Know what's below. Call before you dig.





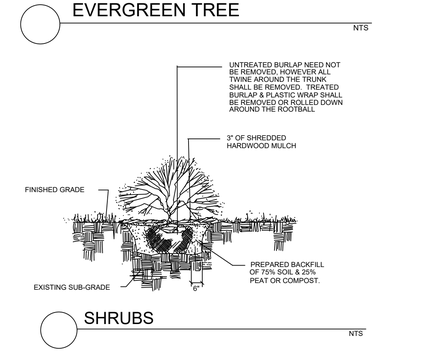
DECIDUOUS TREE

NTS



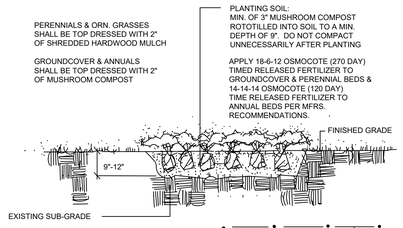
EVERGREEN TREE

NTS



SHRUBS

NTS



BED PLANTING DETAIL
(PERENNIALS, ORNAMENTAL GRASSES VINES, GROUNDCOVER & ANNUALS)

NTS

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REVISIONS

5 - Final Landscape Plans	2026-02-19
4 - Per City Of Joliet Review	2025-12-09
3 - Per City Of Joliet Review	2025-11-11
2 - Per Revised Site Plan	2025-10-14
1 - Revised Per 30' Buffer	2025-09-05

MULTI-TENANT DEVELOPMENT

580 Caton Farm Road
Joliet, Illinois

STATE OF ILLINOIS
RONALD PLONKA
REG. 157-000717
Expires: 2027-08-31

HERITAGE OAK STUDIOS, LLC
Landscape Architects
24301 White Oak Drive
Plainfield, IL 60585
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CATON FARM PERENNIALS PLAN, TURF SEED PLAN & PLANTING DETAILS

DATE: 2025-08-22
SCALE: 1"=30'
PLANNER: RP
DRAWN BY: RP
CHECKED:

SHEET
L-2

PROJECT NO.: 2325 - 2463

CAUTION: IF THIS SHEET IS NOT 24"x36", THEN IT IS NOT AT THE SCALE INDICATED.

PLANT MATERIAL

PART 1 - GENERAL

1.1 SCOPE OF WORK

The work includes furnishing of all materials, and the performance of all operation in connection with the planting of deciduous & evergreen trees, deciduous & evergreen shrubs, shrub roses, perennials, ornamental grasses, groundcover, bulbs (if any) and annual flowers (if any) in strict conformance with the project specifications and applicable drawings which are subject to the terms and conditions of the Contract.

1.2 GENERAL REQUIREMENTS

All plant material shall comply with the State of ILLINOIS and FEDERAL laws with respect to inspection for plant diseases and insect infestation. An inspection certificate required by law to this effect shall accompany each shipment. The Landscape Architect reserves the right to inspect the plant material at the place of growth but such inspection shall not preclude the right of rejection at the site.

1.3 APPLICABLE STANDARDS

A. *American National Standards for Tree Care Operations*, ANSI A300, American National Standards Institute, 11 West 42nd Street, New York, N.Y. 10036.
B. *American Standard for Nursery Stock*, ANSI Z60.1, American Nursery & Landscape Association, 1000 Vermont Avenue NW, Suite 300, Washington, D.C. 20005.
C. *Hortus Third*, The Staff of the L.J. Bailey Hortorium, 1976, MacMillan Publishing Co., New York.
D. All standards shall include the latest additions and amendments as of the dated of advertisement for bids.

PART 2 - MATERIALS

2.1 GENERAL
The Landscape Architect reserves the right to tag or inspect plants at the nursery but such inspection shall not preclude the right of rejection at the site. Contractor shall furnish and install all plants as shown on the drawing and in the quantities as actually designated on the drawings. The quantities shown on the plant list are included for convenience purposes only.

2.2 NOMENCLATURE
The names of the plants indicated on the drawings conform generally with those accepted in the nursery trade.

2.3 QUALITY AND SIZE
Plants shall have a habit of growth that is normal for the species and shall be sound, healthy, vigorous, and free from insect pests, their eggs or larvae, plant diseases, and injuries. All plants shall be nursery grown under climatic conditions similar to those which exist in the locality of the site for at least two (2) years and equal or exceed the measurements specified in the plant list. They shall be measured before pruning with branches in formal position. All necessary pruning shall be performed only at the time of planting. Trees will not be accepted which have their leaders cut or which have their leaders damaged so that cutting is necessary. Plants larger in size than specified may be used with the approval of the Landscape Architect but the use of larger plants will make no change in the contract price. Requirements for the measurement, branching, quality, balling, and burlapping of plants on the plant list shall follow the Code of Standards (Z60.1-most current edition) by the AMERICAN NURSERY & LANDSCAPE ASSOCIATION, formerly known as the AMERICAN ASSOCIATION OF NURSERYMEN, INC. All plant material with shriveled dry roots or which does not comply with the specifications will be rejected. All shrubs shall be at least twice transplanted and must have a fully developed fibrous root system typical of the stated species. All shrubs must be freshly dug immediately before shipping unless they are containerized. Pre-dug, healed-in plants may be considered only in special cases involving planting during the hot months between the spring and fall planting seasons. Use of such material will be allowed only upon the approval of the Landscape Architect and is subject to his inspection prior to said approval.

2.4 DELIVERIES
The Contractor shall take all precautions that are demanded by good trade practice to insure arrival of the plant material at the stated delivery point in good condition and without injury of any nature. Plants shall be covered properly to prevent drying, transit disease, or injury.

2.5 TEMPORARY STORAGE
Insofar as it is possible, plant material shall be planted on the day of delivery. In the event this is not possible, the Contractor shall protect the unplanted stock from sun and drying winds at all times. All balled and burlapped plants shall be shaded from the sun, have their ball set off the ground and healed in with sawdust, peat, soil or other moisture-holding material and shall be kept moist. Plants should not remain unplanted for longer than three (3) days if in leaf. On-site storage shall be only in area(s) designated by the Owner.

2.6 SUBSTITUTIONS
Substitutions may be permitted only upon submission of written proof that the specified plant is not obtainable locally. Such substitution may be made only upon authorization by the Landscape Architect.

2.7 SELECTION
All plants shall be obtained from nurseries licensed by the State of Illinois and approved by the Landscape Architect. The Landscape Architect reserves the right to accompany the Contractor to the nurseries for the purpose of selecting (tagging) material. Plant sources located outside the State of Illinois must be approved by the Landscape Architect.

2.8 TOPSOIL
Topsoil if needed shall be imported. All imported topsoil, used for any portion of the work, shall be fertile, friable, natural loam containing a liberal amount of humus. It shall be relatively free from weeds, large roots, plants, sticks, stones larger than one (1) inch, waste, debris or other extraneous matter. The installing Contractor shall be responsible for rock picking and/or debris removal as needed to meet this specification.

The soil, to be acceptable topsoil, shall meet the following criteria:
A. ORGANIC MATTER: Not less than 1.5 percent no more than 10.0 percent.
B. pH: No lower than 5.0 nor higher than 8.0.
C. TEXTURE: No more than 25 percent clay.
D. SOLUBLE SALT: No more than 1000 ppm
E. CHEMICAL ACTIVITY: The topsoil (on-site & imported) shall be free from any toxins or chemical residue which could result in any form of plant growth damage.

The Contractor shall provide a soil analysis report submittal containing test results and soil scientist recommendations based on a minimum of one (1) sample taken from each proposed imported topsoil stock pile. The testing shall cover macro nutrients and pH, soluble salts, organic content/mechanical analysis and Bio assay.

NOTE: All detention basins specified to be planted with native emergent plugs and/or native seed mixes shall be improved with twelve inches (12") of uncompacted topsoil per the above spec prior to planting/seeding.

2.9 MULCH
Mulch shall consist of the following:

A. MUSHROOM COMPOST (Groundcover Mulching)
Mushroom compost shall be composed of well-rotted cattle or stable manure with an admixture of 15-30% topsoil and shall have been used for the commercial growing of at least one (1) crop of mushrooms.
B. SHREDDED HARDWOOD BARK (general bed mulching)
Double or triple processes locally sourced hardwood logs and bark free of sticks and leaves with no added dyes.

2.10 COMPOST

A. MUSHROOM COMPOST
See 2.9 A above
B. YARD WASTE COMPOST
Landscape waste consisting of grass clippings, leaves & twigs with no added chemicals or gypsum.

Additionally, all compost materials shall meet the following:
1. 35-65% minimum organic matter
2. soluble salts under 5 ds/m minimum (under 2 ds/m best)
3. Moisture content = 35-55%
4. ph range 6.1-8.4
5. Nitrogen = >0.9

2.11 FERTILIZER & NUTRIENTS

Fertilizer shall be commercial fertilizer which shall be a complete fertilizer with the following approximate analysis:

A. Shrubs
Woodace (14-3-3) slow-release briquettes or acceptable equivalent approved by Landscape Architect.
B. Roses
1. Woodace (14-3-3) slow-release briquettes
2. Superthrive liquid or acceptable equivalent approved by Landscape Architect.
C. Perennials, Groundcover, Ornamental Grasses & Vines
Osmocote (18-6-12) 8-9 month controlled release, or acceptable equivalent approved by the Landscape Architect.
D. Annual Flowers
Osmocote (14-14-14) 3-4 month controlled release or acceptable equivalent approved by the Landscape Architect.
E. Bulbs
Holland Bulb Booster (9-9-6) or acceptable equivalent approved by the Landscape Architect.
F. Deciduous & Evergreen Trees
No fertilizer required

2.12 TREE WRAPPING MATERIAL

A. Wrap shall be - Breathable synthetic fabric tree wrap. White in color, delivered in 75 mm (3 in.) wide rolls. Specifically manufactured for tree wrapping. Tree wrap shall be "Breathable Fabric Tree Wrap" as manufactured by the Dewitt Company, Inc., Sikeston, MO, or approved equal. Submit manufacture literature for approval.
B. Tape for securing the wrap shall be bio-degradable tape suitable for nursery use and which is expected to degrade in sunlight in less than two (2) years after installation.

2.13 WATER

Potable water shall be supplied by the Owner at no cost to the Contractor by way of an irrigation system, quick coupler system, hose bibs, hydrant meter or a designated fill-up source on site.

PART 3 - EXECUTION

Planting operations shall be conducted under favorable weather conditions during the season stated in the Contract. Before excavations are made the surrounding turf (if existing) shall be covered in a manner that will satisfactorily protect all turf areas that are to be trucked or hauled over and upon which soil is to temporarily stocked. The Contractor shall be responsible for the restoration of all damaged existing turf. All restoration shall be sodded.

3.1 TIME SCHEDULE OF PLANTING OPERATION

Landscaping shall be performed during the season or seasons which are normal for such work as determined by weather conditions and by accepted practice. Planting may be performed under unseasonable conditions without additional compensation, but such work must have the prior approval of the Landscape Architect and/or Owner in writing as to the time of work and methods of operations. Approval to plant under such conditions shall in no way relieve the Contractor form the guarantee provisions of these specifications.

PLANTING SEASON	ACCEPTABLE TIME PERIOD
1. SPRING	a. From time soil is workable to June 15 with the following exception:
1) Bare root materials (if any) shall cease on May 31	
2. FALL	a. Sept. 1 to Nov. 15 with following exceptions:
1) Evergreen Shrub planting to cease Oct. 31	
2) Evergreen Tree planting to cease Oct. 15	
3) Perennial & Ornamental Grass planting to cease Oct. 15	

3.2 WATERING

All plants shall receive a thorough watering immediately after installation. During times of extreme heat, all evergreen and deciduous trees shall receive a minimum of 10 gallons of water per tree per watering up to two (2) additional waterings shall be performed as needed. **The use of drip irrigation tree bags are encouraged** (e.g., gatorbags). All additional waterings will be performed by the Owner or in accordance with a Change Order per the Supplemental Bid prices for additional watering.

3.3 MAINTENANCE
Maintenance shall be performed by the Contractor as follows:

A. TEMPORARY MAINTENANCE
The Contractor shall be responsible for the total maintenance of all plant material until such a date as all landscape operations have received Preliminary Acceptance. Temporary maintenance shall begin immediately after each plant is installed and shall include up to three (3) waterings, and all necessary cultivation, weeding, pruning, disease and insect pest control, protective spraying, resetting of plants to proper grades or upright position, restoration of damaged planting saucers, and any other procedure consistence with good horticultural practice necessary to insure normal, vigorous, and healthy growth of all work under this Contract. Upon the Preliminary Acceptance of all planted areas, the responsibility for plant maintenance rests solely with the Owner, with the following exceptions.

B. CONTINUED MAINTENANCE
For the duration of the guarantee period the Contractor shall be responsible for the resetting of settled plants, the straightening of plants which are not plumb and the tightening of tree guys (if utilized). All other maintenance is the responsibility of the Owner. However, it is the Contractor's responsibility to occasionally inspect the quality of the Owner's maintenance.

3.4 ACCEPTANCE

A. PRELIMINARY PLANTING ACCEPTANCE
Preliminary planting acceptance shall be given for completed planting operations for the purpose of the Contractor becoming eligible for payment for this portion of the Contract work. In order to obtain Preliminary Acceptance, the Contractor shall notify the Owner and/or Owner's Representative by phone or in writing at the conclusion of all planting operations so that preliminary acceptability by way of a field inspection can be performed. In order for an area to be accepted on a preliminary basis, it shall conform to the following:
1. All plant material shall be in conformance with the Drawings with respect to quality, size, species and location, except those items accepted or revised in the field by the Landscape Architect.
2. All plant material shall be in a healthy condition, as defined under the guarantee requirements stated below in Section 3.14

B. FINAL PLANTING ACCEPTANCE
Final planting acceptance shall be granted after the completion of all replacement operations required fulfilling the guarantee stated below.
On or about the expiration of the one-year (1 year) guarantee, a follow-up inspection will be made by the Owners and/or Owner's Representative to determine replacements required to be made by the Contractor in accordance with the provisions of these specifications. The inspector will document his/her findings in a field report. Upon completion of the replacement program, the Owner and/or Owner's Representative shall conduct an inspection to determine the acceptability of the required replacements. If all is found to be acceptable as defined by Item A above, the Contractor and the General Contractor shall be notified in writing of his final acceptance of work.

3.5 GUARANTEE
The Contractor shall guarantee for a period of one (1) year the replacement of any permanent plant which has died, or is in a dying condition, or which has failed to flourish in such a manner that its usefulness or appearance has been impaired. Any tree with a dead main leader or with a crown which is twenty-five percent (25%) or more dead shall be replaced.
These guarantees shall be in accordance with the following:

A. ONE YEAR PERIOD
The one (1) year period shall begin on the date of Preliminary Acceptance of all plant material.
B. REPLACEMENTS & DAMAGES
The decisions of the Owner and/or Owner's Representative for required replacements shall be conclusive and binding upon the Contractor. The Contractor shall also be responsible for repairing damage to persons and property also caused by defective workmanship and materials.
C. EXCLUSIONS
The Contractor shall not be liable for the replacement of plants which were damaged by animals, by deicing compounds, fertilizers, pesticides or other materials not specified by the Contract documents or not applied by him under his supervision, by relocating or removal by others, by Acts of God, by vandalism or by terrorism.
D. GUARANTEE PERIOD INSPECTION
During the guarantee period, the Contractor shall, from time to time, inspect the watering, cultivation, and other maintenance operations carried on by the Owner with respect to such work, and promptly report to the Owner any methods, practices or operations which he considers unsatisfactory, and not in accord with his interests or good horticultural practices. The failure of the Contractor to so inspect or report shall be construed as an acceptance by him of the Owner's maintenance operations, and he shall not thereafter claim or assert that any defects which may later develop are the result of such methods or practices or operations.

TURF GRASS

PART 1 - GENERAL

1.1 SCOPE OF WORK

The work includes finish grading, furnishing fertilizer, seed and/or sod as specified and performance of all operations in connection with seeding and/or sodding in strict accordance with the applicable Drawings and subject to the terms and conditions of the Contract.

1.2 EQUIPMENT

The Contractor shall provide and maintain equipment suitable for the execution and completion of the work specified in accordance with (IDOT) Standard Specifications. All equipment shall be operated by personnel trained in the operation of such equipment.

PART 2 - PRODUCTS

2.1 TOPSOIL

Topsoil for planting operations shall be obtained from an on-site stockpile generated from site stripping. In the event that none is available, needed topsoil shall be imported from an off-site source. All imported topsoil, used for any portion of the work, shall be fertile, friable, natural loam containing a liberal amount of humus. It shall be relatively free from weeds, large roots, plants, sticks, stones larger than one (1) inch, waste, debris or other extraneous matter. The installing Contractor shall be responsible for rock picking and/or debris removal as needed to meet this specification.

The soil, to be acceptable topsoil, shall meet the following criteria:

1. ORGANIC MATTER: Not less than 1.5 percent no more than 10.0 percent.
2. pH: No lower than 5.0 nor higher than 8.0.
3. TEXTURE: No more than 25 percent clay.
4. SOLUBLE SALT: No more than 1000 ppm.
5. CHEMICAL ACTIVITY: The topsoil (on-site & imported) shall be free from any toxins or chemical residue which could result in any form of plant growth damage.

The Contractor shall provide a soil analysis report submittal containing test results and soil scientist recommendations based on a minimum of one (1) sample taken from each proposed imported topsoil stock pile. The testing shall cover macro nutrients and pH, soluble salts, organic content/mechanical analysis and Bio assay.

2.2 COMMERCIAL FERTILIZER AND DELIVERY

Fertilizer shall be delivered to the site in unopened, original containers, each bearing name and address of the manufacturer, name brand, or trademark, and manufacturer's guaranteed analysis. Any fertilizer which becomes caked or otherwise damaged, making it unsuitable to use, will not be accepted. Fertilizer shall not have been exposed to weather prior to delivery on the site and after delivery until used. It shall be completely protected at all times and shall not be stored in direct contact with the ground.

A. FERTILIZER STRENGTH
The fertilizer shall be a complete fertilizer containing a minimum basis percentage by weight of the following:
1. PRIOR TO SEEDING AND/OR SODDING 10-0-20
Nitrogen..... 10%
Phosphorous..... 0%
Potash..... 20%

2. AFTER SEEDING AND/OR SODDING 26-0-4
Nitrogen..... 26%
Phosphorous..... 0%
Potash..... 4%

a) One-quarter of the nitrogen shall be in the form of nitrates, one-quarter in the form of ammonia salts, and one-half in the form of organic nitrogen.
b) No phosphorus is allowed to be applied.
c) The potash shall be in the form of sulphate of potash.

The balance of the fertilizer shall be made up of materials usually present in such a product. It shall be free from dust, sticks, sand, stone, or other debris.terials usually present in such a product. It shall be free from dust, sticks, sand, stone, or other debris.

2.3 GRASS SEED (if specified)
Grass seed shall be reclaimed seed of the previous season's seed crops. All seed shall meet requirements established by the State and Federal Seed and Weed Controls Laws. The grass seed mixture shall be composed of the following grass seeds mixed in proportions by weight and shall meet or exceed the minimum percentages of purity and germination as indicated.

	PROPORTION BY WEIGHT	TYPE OF GRASS
1. CONVENTIONAL TURF GRASS MIX (if specified)		
	60%	KENTUCKY BLUEGRASS (blend of 3 cultivars)
	30%	PERENNIAL RYEGRASS (blend of 2 cultivars)
	10%	CREEPING RED FESCUE
		(Apply at 7 lbs./1,000 S.F. for mechanical seeding)
2. SALT TOLERANT MIX (if specified)		
	40%	'FULTS' ALKALI GRASS (PUCCINELLIA DISTANS)
	30%	CREEPING RED FESCUE
	20%	KENTUCKY BLUEGRASS
	10%	PERENNIAL RYEGRASS
		(Apply at 5 lbs./1,000 S.F. for mechanical seeding)

The percentage of hard seed included as a part of the germination percentage of any lot of seed, shall not exceed twenty. Kentucky bluegrass seed shall weigh a minimum of 28 pounds to the nearest measured bushel. Weed seed content shall not exceed 0.25%.

3. PACKING AND MARKETING

All seeds shall be delivered in suitable bags in accordance with standard commercial practice. Each bag shall be tagged or labeled as required by the law of the STATE OF ILLINOIS. The vendor's name shall show on or be attached to each bag together with a statement signed by the vendor showing: a) the kind of seed contained, b) the percentage of purity and germination, c) the percentage of hard seed, if any, d) a statement conforming to the laws of the STATE OF ILLINOIS hereinbefore mentioned showing percentage of weed seeds, if any. Seed which has become wet, moldy, or otherwise damaged will be rejected.

2.4 EROSION CONTROL BLANKET

1. STRAW BLANKET (if specified)
a. S-75 Straw Blanket (North American Green)
b. AEC Premier Straw Blanket (American Excelsior Company)
c. or equivalent

2. STRAW/COCONUT BLANKET (if specified)
a. SC-150 Straw/Cocnut Blanket (North American Green)
b. AEC Premier Straw/Cocnut Blanket (American Excelsior Company)
c. or equivalent

2.5 HYDROMULCH (if specified)
SoilCover Hydraulic Wood Mulch by Profile distributed by ERO-TEX (866)437-6839

2.6 SOD (if specified)
Sod shall comply with State and Federal laws with respect to inspection for plant diseases and insect infestation. It shall be fresh cut, live, nursery grown sod, not less than one and one half (1 1/2) inches thick having well-matted roots. The root zone shall be of good, fertile, natural mineral soil free from stones and debris. Peat sod will not be acceptable. The turf shall contain no bent or quack grass nor any other noxious weed growth. It shall be of firm tough texture having a compact growth of grass. The sod sections shall be standard in size (24 inches wide x 3 feet in length) and each section shall be strong enough to support its own weight and retain its size and shape when suspended vertically from a firm grasp on the upper ten (10%) percent of the section.

Before being cut and lifted, the sod shall have been mowed at least twice with a lawn mower and the final mowing not more than seven days before the sod is cut. Sod which is not placed within 48 hours of cutting shall not be used without the approval of the Owner and/or Landscape Architect.

The Owner and/or Landscape Architect, reserves the right to inspect the sod at the source before cutting and areas that fail to meet with his approval shall not be cut for the purpose of supplying material under the contract. The Owner and/or Landscape Architect shall be permitted to take such samples as he may select. All sod shall be fresh and green when placed. Any sod that is dried out, burned, inferior in quality to said samples, or in any way failing to meet the requirements of these specifications will be rejected and the Contractor shall immediately remove such rejected material from the premises of the project and supply suitable material in its place.

1. BLUEGRASS SOD shall be a blend of at least three (3) cultivars of Kentucky bluegrass grown on a mineral base.

2. SALT SOD (if specified) shall be a blend of Kentucky Bluegrass, 'Fults' Alkalie Grass (Puccinellia Distans), Perennial Ryegrass and other types as approved by the Landscape Architect grown on a mineral base.

2.7 WATER

The Owner shall provide at no cost, sufficient water for the Contractor to maintain plant materials and seeded and sodded areas in accordance with the requirements of the applicable technical specifications. Potable water shall be supplied by the Owner by way of a permanent underground irrigation system, quick coupler system, hose bibs, fire hydrants or a designated fill-up source for mobile tanks. When water is provided by way of fire hydrants, it shall be the Contractor's responsibility to be completely familiar with all local ordinances concerning the use of this water source. If a meter is required, it is the Contractor's responsibility to obtain, store and return the meter. All fees incurred by the Contractor in obtaining the meter and utilizing the water supply will be reimbursed to him by the Owner.

In the event that the on-site water supply is curtailed or terminated by the Owner or by ordinance during the period the Contract is in effect, or that there is no on-site sources of water, the Contractor shall supply water from off-site in sufficient quantities to complete the job. Compensation for this additional item will be in accordance with a solicited price quote. If authorization to supply off-site water is not given to the Contractor by the Owner, when the Owner is unable to supply the water in sufficient quantities, the Contractor shall not be left responsible for damage to new plantings (plant materials & sod) or failure of seed to germinate and grow caused a direct result of an inadequate water supply.

PART 3 - EXECUTION

3.1 SEED - The accepted seasons for sowing seed in lawn areas shall be defined as follows:

PLANTING SEASONS	SPRING	FALL
Turf grass	April 1 * to May 31	Aug. 15 to Sept. 30

* or as soon as the soil is free of frost and in a workable condition.

Seeding during other time periods shall require the approval of the Owner and/or Landscape Architect. All sowing of seed shall be completed after all trees and shrubs have been installed, if any.

3.2 SOD - The accepted seasons for laying sod shall be as follows:

1. SPRING SODDING shall be performed from the time the soil becomes workable and unfrozen sod becomes available to June 15.
2. FALL SODDING shall be performed from August 15 to October 31.

Sodding during the summer season, defined as June 16 to August 14, will be acceptable if the area is served by an operational irrigation system. Sodding after November 1 shall be considered unseasonable and will require the approval of the Landscape Architect or Owner.

3.3 REQUIRED MAINTENANCE

The Contractor shall be responsible for maintaining all newly seeded and sodded areas until such a time as these areas are granted acceptance by the Owner and/or Landscape Architect. Maintenance during this time period shall and consist of watering, mowing, fertilization and herbicide application, as well as any other horticultural practices necessary to establish an acceptable stand of grass.

A. WATERING

1. The Contractor shall water all newly **seeded** areas once immediately upon completion. Additional watering shall be performed as needed in the absence of adequate rainfall. All water should be applied as a spray or dispersion to prevent run-off or damage. The Contractor shall be responsible for watering until turf is established and accepted. If the Owner supplies an in-ground irrigation system, the Contractor shall be responsible for monitoring the effectiveness of the system and shall report any problems with the system to the Owner immediately, followed up in writing. If the Owner does not provide an irrigation system, then additional watering shall be performed in accordance with the Supplemental Bids where alternate watering prices shall be quoted. If this work item is not included as part of the original Contract, it must be authorized. Compensation shall be in accordance with the Supplemental Bid Prices. If the Owner fails to supply water or authorize supplemental watering the Contractor's warranty for providing an established stand of turf will be voided.

2. The Contractor shall water all newly installed **sod** immediately. The Contractor shall remain responsible for watering through three (3) applications. If the Owner supplies an in-ground irrigation system included in the scope of these improvements, the Contractor shall be responsible for monitoring the effectiveness of the system and shall report any problems with the system to the Owner immediately, followed up in writing. If the Owner does not provide an irrigation system, then additional watering shall be performed in accordance with the Supplemental Bids where alternate watering prices shall be quoted. If this work item is not included as part of the original Contract, it must be authorized. Compensation shall be in accordance with the Supplemental Bid Prices. If the Owner fails to supply water or authorize supplemental watering the Contractor's warranty for providing an established stand of turf will be voided. Watering after the required three (3) waterings shall be the responsibility of the Owner, or in accordance with authorized supplemental watering.

B. MOWING

1. The Contractor shall mow all **seeded** areas three (3) times. The three (3) mowings shall be performed once the turf has reached a height of three inches (3") and shall maintain the turf at 2-2½". At no time should more than 1/3 of the leaf blade be removed by any mowing.

2. The Contractor shall mow all **sodded** areas once. The one (1) mowing shall be performed once the turf has reached a height of three inches (3"). At no time should more than 1/3 of the leaf blade be removed by any mowing.

C. FERTILIZATION

1. **Seeded** areas after completion of the second required mowing, the Contractor shall apply an 18-5-9 commercial fertilizer at the rate of 15 pounds per 1,000 square feet (650 lbs/ac.) to all turf areas using a mechanical spreader and by making two (2) passes at right angles to each other.

2. **Sodded** area after completion of the required mowing, the Contractor shall apply an 18-5-9 commercial fertilizer at the rate of 15 pounds per 1,000 square feet (650 lbs/ac.) to all turf areas using a mechanical spreader and by making two passes at right angles to each other.

D. HERBICIDE

The Contractor shall be responsible for one (1) application of a weed control product no sooner than the second mowing with the areas seeded. The product shall reflect the specific weed problem which may exist.

3.4 ACCEPTANCE

Acceptance of seeded areas will be determined by the Owner and/or Landscape Architect.
Acceptance shall be granted upon conformance with the following:
1. Grass shall display a reasonably uniform distribution of grass plants.
2. Grass shall display vigorous growth and be green and healthy in appearance.
3. Grass shall have received the required mowings, fertilization and herbicide application.

The Contractor shall not be held liable for damage incurred to the seed areas caused by deicing compounds, toxic substances, fertilizers, pesticides and other materials not specified or not applied by him or under his supervision, nor those damages caused by vandalism or acts of nature.

3.5 GUARANTEE

The Contractor shall guarantee the provision of a green, healthy relatively weed free turf at the time of acceptance.

TEMPORARY WATERING

Temporary watering shall be performed via a temporary above ground irrigation system from the building water supply and/or from water trucks.

A. Kentucky Bluegrass Sod

1. Immediately subsequent to sod installation all areas shall be watered to a depth of one (1) inch Additional watering shall be performed to a total of fifteen (15) times approximately every other day for a minimum of a one (1) month period. During extremely hot periods, often between June 15th and August 31st, watering daily may be required.

2. Newly laid sod must be kept moist, but not water logged. The moisture should extend into the soil below the sod to encourage root development. A general rule-of-thumb is to apply one (1) inch of water every other day in the absence of adequate rainfall. Early morning watering is preferred and should not be performed after 1:00 PM. Watering personnel shall routinely probe the sodded areas in multiple locations to determine moisture levels and the watering program should be adjusted as needed. Newly laid sod should not be allowed to dry out as during the initial 2-3 weeks subsequent to laying, dryness will cause shrinkage leaving unwanted open gaps between bales.

3. Depending on conditions, sod may take 1-3 weeks to root into the soil. Once the sod takes root, watering frequency can be gradually reduced. One (1) inch of water applied once a week is generally acceptable except during hot periods.

B. Seed Mixes with Straw Blanket (if any)

1. Immediately after the completion of seeding operations, all seed & blanket areas shall be watered to a depth of two (2) inches. Additional watering shall be performed to a total of fifteen (15) times.

2. During the seed germination period, seeded areas shall be kept moist in the absence of adequate rainfall to a depth of one (1) inch. A fine spray should be utilized to avoid seed bed disturbance/erosion. Watering personnel shall routinely probe the seeded areas in multiple locations to determine moisture levels and the watering program should be adjusted accordingly. A five to ten (5-10) minute watering duration is generally adequate. During the germination period, daily watering may be required during extremely hot periods.

3. Once the seed has fully germinated (not just the cover crop) the watering shall be increased to a two (2) inch depth. The soil should be allowed to dry out between waterings and generally every other day watering during this stage is adequate, depending on rainfall.

C. Plant Material Watering

1. All plants shall receive a thorough watering immediately subsequent to installation including a minimum of four (4) additional waterings when needed.

2. During times of extreme heat, all evergreen and deciduous trees shall receive a minimum of ten (10) gallons of water per tree per watering. Hand injection probe watering or slow release watering bags are the preferred methods for effectively applying water to trees. The use of 20-gallon slow-release irrigation tree bags is highly encouraged and may be substituted for the above mentioned injection waterings. Such watering bags shall be kept operational for a minimum of five (5) continuous days. If this watering method is used in lieu of injection waterings, they shall be provided, as weather conditions dictate, for three (3) watering periods of five (5) continuous days each.

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The drawings, specifications, design ideas, and other information contained within as prepared by the Landscape Architect and/or Land Planner for this project are instruments of the Landscape Architect's and/or Land Planner's service, for use solely with respects to this project and, unless otherwise provided, the Landscape Architect and/or Land Planner shall be deemed the author of these documents and shall retain all common law, statutory, and other rights, including copyright. This drawing is not to be reproduced without the expressed written consent of Heritage Oak Studios, LLC

REVISIONS

5 - Final Landscape Plans	2026-02-19
4 - Per City Of Joliet Review	2025-12-09
3 - Per City Of Joliet Review	2025-11-11
2 - Per Revised Site Plan	2025-10-14
1 - Revised Per 30' Buffer	2025-09-05

MULTI-TENANT DEVELOPMENT

580 Caton Farm Road
Joliet, Illinois

STATE OF ILLINOIS
REGISTERED
RONALD PLONKA
no. 157-000717
PROFESSIONAL ENGINEER
Expires: 2027-08-31

HERITAGE OAK STUDIOS, LLC
Landscape Architects
24301 White Oak Drive
Plainfield, IL 60585
PHONE: 815-531-4415

LANDSCAPE SPECIFICATIONS

DATE: 2025-08-22
SCALE:
PLANNER: RP
DRAWN BY: RP
CHECKED:

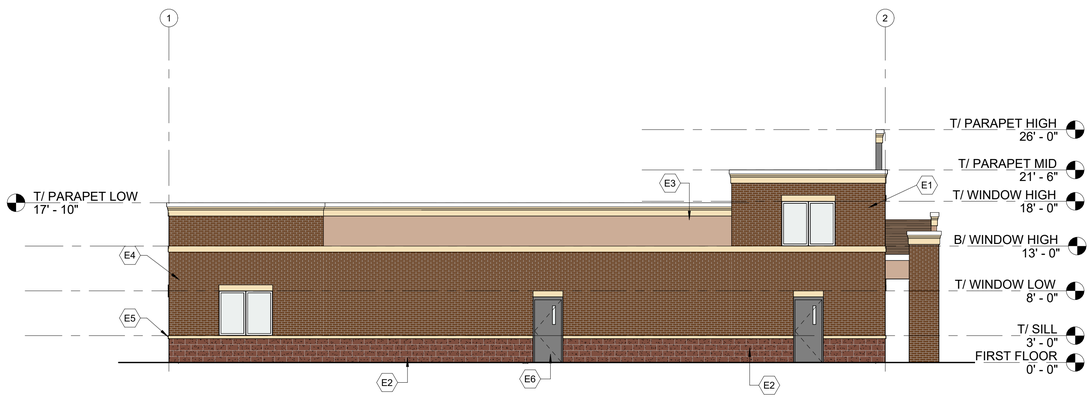
SHEET
L-2

PROJECT NO.: 2325 - 2463

1 FRONT ELEVATION
1/8" = 1'-0"

3 REAR ELEVATION
1/8" = 1'-0"

4 RIGHT ELEVATION
1/8" = 1'-0"



2 LEFT ELEVATION
1/8" = 1'-0"

EX	EXTERIOR ELEVATION KEYNOTES
E1	BRICK PILASTER BUILD OUT
E2	SPLIT FACE CMU VENEER
E3	E.I.F.S. SYSTEM W/REVEALS
E4	PRECAST LINTEL
E5	4" PRECAST SILL ROUNDED 2", TAPERED INTO EACH DOOR FRAME
E6	GALVANIZED H.M DOOR AND FRAME

GENERAL NOTES

1. SEE A9.2 FOR EXTERIOR FINISH SCHEDULE

2. ALL EXHAUST FAN VENTING TO BE THRU ROOF (NO VENTING ALLOWED OUT SIDES OF BUILDING THROUGH THE FRONT REAR AND SIDE WALLS OF BUILDING)

KORU
ARCHITECTS | ENGINEERS | PLANNERS
Koru Group, PLLC
2135 CityGate Lane, STE 330
Naperville, IL 60563

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KORU Group, PLLC

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CONSULTING ENGINEERS:

CLIENT:

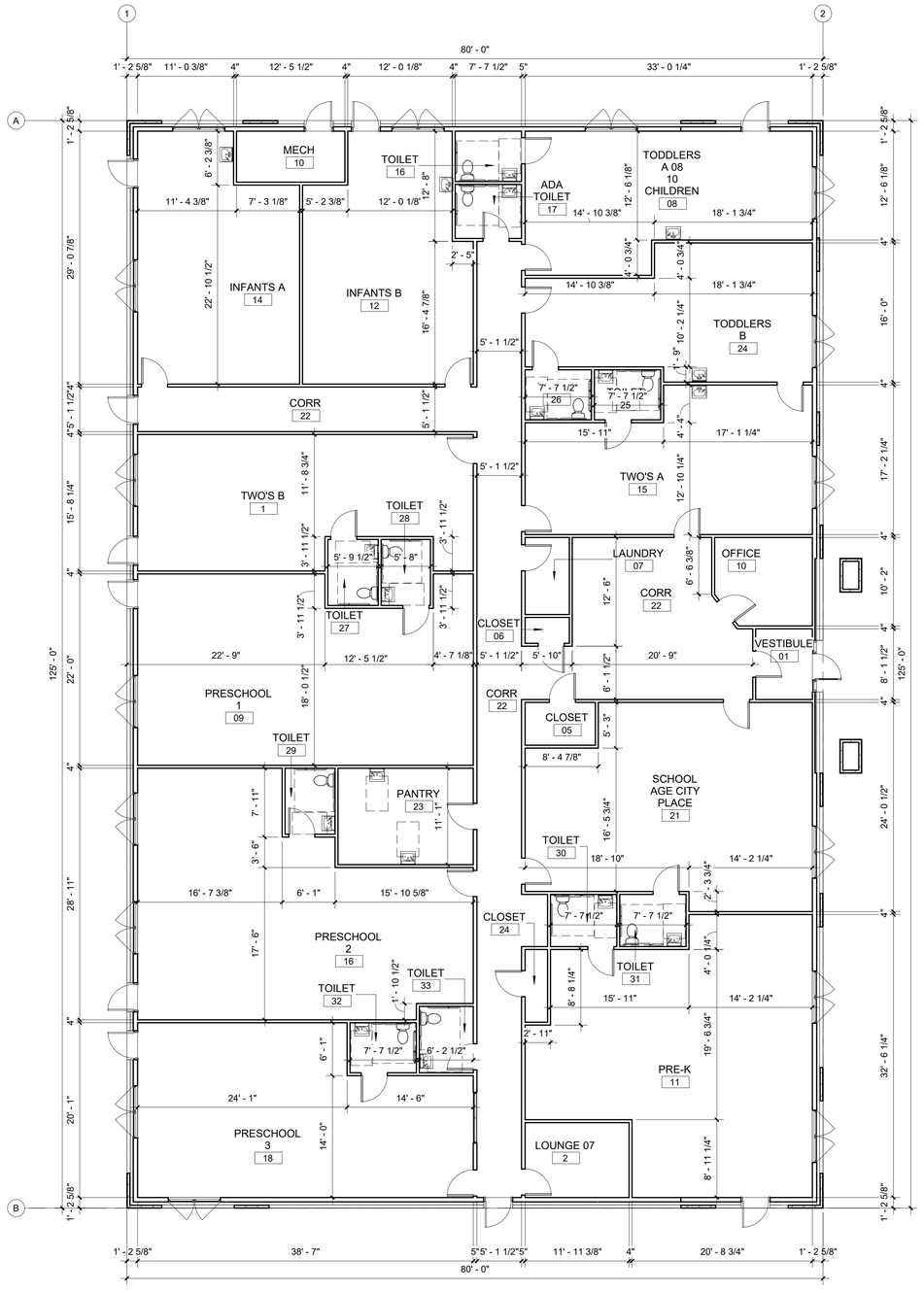
Building Type
580 Caton Farm
580 Caton Farm

REVISIONS

#	DESCRIPTION	DATE

FILE NAME: 25077 580 Caton Farm
DRAWN BY: Author REVIEWED BY: Checker
SHEET TITLE:
EXTERIOR ELEVATIONS
SHEET NO.
A200

IF PRINTED TO SCALE, BOTH THESE BARS WILL MEASURE 1"



1 PROPOSED FIRST FLOOR_LOT 1
1/8" = 1'-0"

GENERAL NOTES

1. THE TOILET IN ROOM 11.1 THE RESTROOM IN THE TODDLERS ROOM, SHALL BE A CHILD SIZED TOILED AND HAVE A HEIGHT OF 10". THE TOILETS IN ROOMS 13 & 20 , THE ADA RESTROOMS , SHALL HAVE AN ADA COMPLIANT TOILET WITH A HEIGHT OF 17". ALL OTHER TOILETS IN THE BUILDING SHALL BE OF STANDARD HEIGHT 14".
2. ALL DOOR JAMBS TO BE 4" FROM HINGED SIDE TO EDGE OF WALL , UNLESS OTHERWISE NOTED. BOTTOM OF JAMB NOT TO EXCEED 1/4" A.F.F.
3. SEE SHEET A9.1 FOR WINDOW TYPES.
4. ALL WALL TYPES SHOWN ON PLAN ARE NOMINAL THICKNESS. SEE WALL TYPES SCHEDULE FOR ACTUAL WALL THINKNESS.
5. INSTALL 20 AMP DUPLEX OUTLET AT CORRIDORS PER ELECT PLAN.
6. ALL THERMO/ SENSOR TO BE INSTALLED AT 54" A.F.F WITH TAMPER PROOF COVERS. THERMO/SENSORS TO BE LOCATED IN EACH CLASSROOM AND TO BE INDEPENDENT OF EACH OTHER (SEE M-1).
7. ALL CASEWORK / CABINETS/MILLWORK/COUNTERTOPS SHOWN ON DRAWINGS TO BE PROVIDED BY COSTA CABINETS.
8. ALL COUNTERTOPS TO HAVE RADIUS CORNERS.
9. SEE SHEET A8.2 FOR APPLIANCE LEGEND.
10. FIRE EXTINGUISHER: CONFIRM W/ BUILDING DEPT. REQUIREMENTS FOR FIRE EXTINGUISHER CABINET QUANTITIES & LOCATIONS. REFER TO SPECIFICATIONS FOR CABINET DESCRIPTION & INSTALLATION REQUIREMENTS (INCLUDING RECESSED CABINETS). FIRE EXTINGUSHERS TO BE RECESSED INTO THE WALL.

    THE MINIMUM C.O.A REQUIREMENT (OR MORE IF CODE REQUIRED) SHALL BE:
    1. IN THE LOUNGE
    2. IN THE PANTRY
    3. AT THE FRONT DESK
    4. AT EACH AND OF THE LONG CORRIDOR.
    5. IN THE MECHANICAL, ELECTRICAL / SPRINKLER ROOM.
11. PROVIDE 20'-0" HIGH STANDARD FLAG POLE WITH AN INTERNAL ROPE. AMERICAN FLAG & FLAG POLE CO. 800-426-6235 (SKU S20050125) VERIFY LOCATION WITH C.O.A.
12. PROVIDE FIRE SPRINKLERS THROUGH-OUT. FIRE SPRINKLER CONTRACTOR TO PROVIDE SHOP DRAWINGS FOR SYSTEM TO MEET LOCAL CODES.
13. CCTV CAMERAS AND ALL VIDEO TO BE SUPPLIED BY ALWAYS CLOSE BY. QUANTITY AND LOCATION OF CAMERAS TO BE PROVIDED BY "ALWAYS CLOSE BY"

KORU
ARCHITECTS | ENGINEERS | PLANNERS
Koru Group, PLLC
2135 CityGate Lane, STE 330
Naperville, IL 60563

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KORU Group, PLLC

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CONSULTING ENGINEERS:

CLIENT:

Building Type
580 Caton Farm
580 Caton Farm

IF PRINTED TO SCALE, BOTH THESE BARS WILL MEASURE 1"

REVISIONS:

#	DESCRIPTION	DATE
	ISSUED FOR PERMIT	DATE
1		
2		

FILE NAME: 25077 580 Caton Farm
DRAWN BY: Author REVIEWED BY: Checker
SHEET TITLE:
FIRST FLOOR PLAN
SHEET NO.
A101

CASE NO. _____

DATE FILED: _____

CITY PLAN COMMISSION
JOLIET, ILLINOIS

PETITION FOR A PLANNED UNIT DEVELOPMENT
(Check One)

_____ **Preliminary**
__X__ **Final**

NAME OF PUD: 580 Caton Farm

NAME OF PETITIONER: Project Development Group LLC

HOME ADDRESS: _____

CITY, STATE, ZIP: _____

HOME PHONE: _____

CELL #: _____ **E-MAIL:** [redacted]

BUSINESS ADDRESS: [redacted]

CITY, STATE, ZIP: [redacted]

BUSINESS PHONE: _____

INTEREST OF PETITIONER: Contract Purchaser

NAME OF LOCAL AGENT: Rosario Fratto

ADDRESS: [redacted] PHONE: _____

OWNER: David A. Ashby, Mark Ashby, Bonnie Pinnow, and the Ashby Trust

HOME ADDRESS: [redacted]

CITY, STATE, ZIP: [redacted]

HOME PHONE: _____

CELL #: _____ **E-MAIL:** _____

BUSINESS ADDRESS: [redacted] PHONE: [redacted]

CITY, STATE, ZIP: [redacted]

BUSINESS PHONE: _____

ENGINEER: Kieran Thomas (Koru Group)

ADDRESS: 2056 Westings Ave., Suite 170, Naperville, IL 60563 PHONE: [redacted]

LAND SURVEYOR: J. Cole Helfrich (Koru Group)

ADDRESS: 2056 Westings Ave., Suite 170, Naperville, IL 60563 PHONE: [redacted]

ATTORNEY: Nathaniel P. Washburn (KGG LLC)

ADDRESS: 111 N. Ottawa Street, Joliet, IL 60432 PHONE: [redacted]

LEGAL DESCRIPTION OF PROPERTY:

SEE ATTACHED

COMMON ADDRESS: 580 Caton Farm Road

PERMANENT INDEX NUMBER (Tax No.): 06-36-100-012 & 06-36-100-013

SIZE: Approximately 5 AC

NO. OF LOTS: 4

PRESENT USE: Uninhabited Farmstead EXISTING ZONING: B-1

USES OF SURROUNDING PROPERTIES: North: Residential

South: Farm Ground / Residential

East: Farmstead / Residential

West: Farm Ground / School

Name of Park District: Joliet

Date Contacted Park District: N/A

Is any open space/park site being offered as part of a preliminary PUD? N/A

If yes, what amount? N/A

(Acknowledgment by Park District Official)

Has the Zoning Board of Appeals granted any variance, exception, or special permit concerning this property?

Yes X No ____ If yes, list the Case number and name: ZBA 2025-50

Is any variance from the Subdivision Regulations being requested? Yes X No ____

If yes, describe: See PUD Plat

Attach ten (10) copies of the plat to this petition.

List all contiguous holdings in the same ownership (as defined in the Subdivision Regulations) by permanent index numbers: N/A

Attached hereto is an affidavit of ownership indicating the dates the respective holdings of land were acquired, together with the book and page of each conveyance to the present owner as recorded in the Will County Recorder of Deeds office. This affidavit shall indicate the legal owner of the property, the contract owner of the property, and the date the contract of sale was executed.

In the event the property is held in trust: A list of all individual beneficial owners of the trust must be attached.

In the event of corporate ownership: A list of all directors, officers, and stockholders of each corporation owning more than five percent (5%) of any shares of stock must be attached.

STATE OF ILLINOIS) ss
COUNTY OF WILL)

I, ROSARIO TRATTO, hereby depose and say that all of the above statements and the statements contained in the papers submitted herewith are true. I agree to be present in person or by representation when this is heard by the Plan Commission.

Date: 2-25-2026 [redacted]
Petitioner's Name

Subscribed and sworn to before me this 25 day of February, 2026

[redacted]
Notary Public

My Commission Expires: May 18, 2027

"OFFICIAL SEAL"
DUSANKA IVOSEVIC
Notary Public, State Of Illinois
My Commission Expires May 18, 2027
Commission No. 888879

Attach ten (10) copies of the plat to this petition.

List all contiguous holdings in the same ownership (as defined in the Subdivision Regulations) by permanent index numbers: N/A

Attached hereto is an affidavit of ownership indicating the dates the respective holdings of land were acquired, together with the book and page of each conveyance to the present owner as recorded in the Will County Recorder of Deeds office. This affidavit shall indicate the legal owner of the property, the contract owner of the property, and the date the contract of sale was executed.

In the event the property is held in trust: A list of all individual beneficial owners of the trust must be attached.

In the event of corporate ownership: A list of all directors, officers, and stockholders of each corporation owning more than five percent (5%) of any shares of stock must be attached.

STATE OF ILLINOIS) ss
COUNTY OF WILL)

I, Bonnie A Pinnow, hereby depose and say that all of the above statements and the statements contained in the papers submitted herewith are true. I agree to be present in person or by representation when this is heard by the Plan Commission.

Date: 2/20/2026 [redacted]
Petitioner's Name

Subscribed and sworn to before me this 20 day of February, 2026

[redacted]
Notary Public

My Commission Expires: January 11, 2028

JOSEPHINE NONA YOKI
Notary Public
State of Wisconsin

PRINT

Attach ten (10) copies of the plat to this petition.

List all contiguous holdings in the same ownership (as defined in the Subdivision Regulations) by permanent index numbers: N/A

Attached hereto is an affidavit of ownership indicating the dates the respective holdings of land were acquired, together with the book and page of each conveyance to the present owner as recorded in the Will County Recorder of Deeds office. This affidavit shall indicate the legal owner of the property, the contract owner of the property, and the date the contract of sale was executed.

In the event the property is held in trust: A list of all individual beneficial owners of the trust must be attached.

In the event of corporate ownership: A list of all directors, officers, and stockholders of each corporation owning more than five percent (5%) of any shares of stock must be attached.

STATE OF ILLINOIS) ss
COUNTY OF ~~WILL~~) Grundy

I, Mark S. Ashby, hereby depose and say that all of the above statements and the statements contained in the papers submitted herewith are true. I agree to be present in person or by representation when this is heard by the Plan Commission.

Date: 2/23/2026 [redacted]
Petitioner's Name

Subscribed and sworn to before me this 23 day of February, 20 26

[redacted]
Notary Public

May 23, 2029
My Commission Expires:

Official Seal
ALLISON ELIZABETH BLALOCK
Notary Public, State of Illinois
Commission No. 1010818
My Commission Expires May 23, 2029

Attach ten (10) copies of the plat to this petition.

List all contiguous holdings in the same ownership (as defined in the Subdivision Regulations) by permanent index numbers: N/A

Attached hereto is an affidavit of ownership indicating the dates the respective holdings of land were acquired, together with the book and page of each conveyance to the present owner as recorded in the Will County Recorder of Deeds office. This affidavit shall indicate the legal owner of the property, the contract owner of the property, and the date the contract of sale was executed.

In the event the property is held in trust: A list of all individual beneficial owners of the trust must be attached.

In the event of corporate ownership: A list of all directors, officers, and stockholders of each corporation owning more than five percent (5%) of any shares of stock must be attached.

STATE OF ILLINOIS) ss
COUNTY OF WILL)

I, David Adam Ashby, hereby depose and say that all of the above statements and the statements contained in the papers submitted herewith are true. I agree to be present in person or by representation when this is heard by the Plan Commission.

Date: 2/23/26 [redacted]
Petitioner's Name

Subscribed and sworn to before me this 23rd day of February, 20 26

[redacted]
Notary Public

July 16, 2029
My Commission Expires:

OFFICIAL SEAL
AUDREY MUSLIMENTA
Notary Public, State of Illinois
Commission No. 1013704
My Commission Expires July 16, 2029

PARCEL 1: THAT PART OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS COMMENCING AT A POINT ON THE NORTH LINE OF SAID NORTHWEST QUARTER, 16.50 FEET WEST OF THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER, THENCE SOUTHERLY, PARALLEL WITH THE EAST LINE OF SAID NORTHWEST QUARTER, 330.0 FEET, THENCE WEST, PARALLEL WITH SAID NORTH LINE, 220.0 FEET FOR A POINT OF BEGINNING, THENCE CONTINUING WEST, PARALLEL WITH SAID NORTH LINE, 440.0 FEET, THENCE NORTHERLY, PARALLEL WITH SAID EAST LINE, 330.0 FEET TO SAID NORTH LINE, THENCE EAST, ALONG SAID NORTH LINE, 440.0 FEET TO A LINE DRAWN NORTHERLY FROM THE POINT OF BEGINNING, WHICH IS PARALLEL WITH SAID EAST LINE, THENCE SOUTHERLY, PARALLEL WITH SAID EAST LINE, 330.0 FEET TO THE POINT OF BEGINNING IN NA-AU-SAY TOWNSHIP, KENDALL COUNTY, ILLINOIS AND CONTAINING 3.333 ACRES.

PARCEL 2: THAT PART OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID NORTHWEST QUARTER, 16.50 FEET WEST OF THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTHERLY, PARALLEL WITH THE EAST LINE OF SAID NORTHWEST QUARTER, 330.0 FEET; THENCE WEST, PARALLEL WITH SAID NORTH LINE, 220.0 FEET; THENCE NORTHERLY, PARALLEL WITH SAID EAST LINE, 330.0 FEET TO SAID NORTH LINE; THENCE EAST, ALONG SAID NORTH LINE, 220.0 FEET TO THE POINT OF BEGINNING IN NA-AU-SAY TOWNSHIP, KENDALL COUNTY, ILLINOIS AND CONTAINING 1.667 ACRES.

580 CATON FARM

Planned Unit Development

Scope of Development:

The development consists of approximately 5 acres which will be divided into 3 lots for commercial development. Per the attached site plans it is anticipated that a 10,000 square foot day care facility, a 12,000 square foot mixed used strip center, and a 2,000 square foot retail or restaurant space. It is anticipated that the strip center and/or the retail space will be seeking a drive-thru permit when an end user has been identified.

The Phasing Plan:

The development shall occur in two main phases. Phase 1 will be the construction of a proposed day care facility. The second phase will be the development of the two remaining lots for a mixed use strip center and a smaller retail establishment or restaurant. It is anticipated that Phase 1 would be completed by July of 2026 and the remaining property would hopefully be developed by the middle of 2027.

The Financial Plan:

The Developer will secure financing from institutional debt, limited partners and high net worth individuals to satisfy the equity needed to finish the project.

The Marketing Plan:

An LOI has been agreed to with Children of America for the development of the day care facility and assuming the project can make the target delivery date of July 2026. Bill Caton from Caton Commercial as a primary broker has been retained to handle the sale or leasing of the remaining lots. Local advertising and social media in various other publications and magazines will be utilized to advertise the development.

IV. BUSINESS OWNERSHIP

If the owner of the business is different than the owner of the real property associated with the application, then the following information must be provided:

Select the type of business owner associated with this application and fill in the contact information below:

☐	**Individual:**	State the names, addresses, and phone #'s of the individual owner(s)
☐	**Corporation:**	State the names, addresses, and phone #'s of all persons holding 3% or more of the stock of the corporation and the percentage of shares held by such stockholders
☒	**Limited Liability Company:**	State the names, addresses, and phone #'s of all members of the company along with the percentage of ownership held by each member
☐	**Partnership:**	State the names, addresses, and phone #'s of all partners
☐	**Other type of organization:**	State the names, addresses, and phone #'s of all persons having a legal or equitable ownership interest in the organization

Jill Fratto - [redacted] - 100%

E-MAIL: _____ **FAX:** _____

NOTE:
If a stockholder, member, beneficiary or partner disclosed in Section III or Section IV is not an individual, then the individuals holding the legal or equitable title to the real property or business associated with the application must also be disclosed. For example, if the real property associated with an application is owned by a land trust, and the beneficiary of the land trust is a limited liability company, then the members of the limited liability company must be disclosed. If one of the members of the limited liability company is a partnership, then the identity of the partners must be disclosed. If one of the partners is a corporation, then all persons owning 3% or more of the issued stock must be disclosed.

☆***SIGNED:*** [redacted]

☆***DATE:*** 9/5/25

Name, Title, and Telephone Numbers of Person Completing and Submitting This Form:

IV. BUSINESS OWNERSHIP

If the owner of the business is different than the owner of the real property associated with the application, then the following information must be provided:

Select the type of business owner associated with this application and fill in the contact information below:

☐	**Individual:**	State the names, addresses, and phone #'s of the individual owner(s)
☐	**Corporation:**	State the names, addresses, and phone #'s of all persons holding 3% or more of the stock of the corporation and the percentage of shares held by such stockholders
☒	**Limited Liability Company:**	State the names, addresses, and phone #'s of all members of the company along with the percentage of ownership held by each member
☐	**Partnership:**	State the names, addresses, and phone #'s of all partners
☐	**Other type of organization:**	State the names, addresses, and phone #'s of all persons having a legal or equitable ownership interest in the organization

Jill Fratto - [redacted] - 100%

E-MAIL:_____ FAX:_____

NOTE:
If a stockholder, member, beneficiary or partner disclosed in Section III or Section IV is not an individual, then the individuals holding the legal or equitable title to the real property or business associated with the application must also be disclosed. For example, if the real property associated with an application is owned by a land trust, and the beneficiary of the land trust is a limited liability company, then the members of the limited liability company must be disclosed. If one of the members of the limited liability company is a partnership, then the identity of the partners must be disclosed. If one of the partners is a corporation, then all persons owning 3% or more of the issued stock must be disclosed.

SIGNED: [redacted]

DATE: 9/5/2025

Name, Title, and Telephone Numbers of Person Completing and Submitting This Form:

Bonnie A. Pinnow [redacted]

Memo

File #: TMP-9759 **Agenda Date:**4/16/2026

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Memo

File #: TMP-9760 **Agenda Date:**4/16/2026

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Memo

File #: TMP-9661 **Agenda Date:**4/16/2026

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Memo

File #: TMP-9662 **Agenda Date:**4/16/2026

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Memo

File #: TMP-9663 **Agenda Date:**4/16/2026

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