DATE: August 20, 2026

TO: Joliet Plan Commission

FROM: Planning Staff

SUBJECT: D-3-26: Dedication of Approximately 4.3 Acres of Land as Public Right-of-Way West of Illinois Route 53 (Council District #5)

GENERAL INFORMATION:

APPLICANT:	TCIH Land Holdings, LLC
STATUS OF APPLICANT:	Owner
REQUESTED ACTION:	Dedication of public right-of-way
PURPOSE:	To allow construction of the proposed closed loop truck network bridge over Illinois Route 53
EXISTING ZONING:	I-1 (Light Industrial)
LOCATION:	West of Illinois Route 53, North of Compass Boulevard
ROW SIZE:	Total Acreage to be Dedicated = 4.3 Acres
EXISTING LAND USE:	Mound for the Future Bridge Overpass

SURROUNDING LAND USE & ZONING:

NORTH: Open Space, I-1 (Light Industrial)
SOUTH: Warehousing, 1-1 (Light Industrial)
EAST: Farmland, I-1 (Light Industrial)
WEST: Open Space/Future Roadway, I-1 (Light Industrial)

SITE HISTORY: The subject property consists of 4.3 acres, and is located west of Illinois Route 53, across from the former Breen Road right-of-way that was recently vacated. The parcel acreage was incorrectly stated as 7.4 acres on previous public notice advertisements, and is 4.3 acres in size, per the attached Plat of Dedication. The subject property has been farmland throughout much of its history. The property was annexed into the City and zoned I-1 (Light Industrial) in 2021, with the intent of being used as land to construct a bridge over Illinois Route 53 for the East Gate Logistics Development Park closed loop truck network. The property has since been graded for the proposed bridge approach.

SPECIAL INFORMATION: 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 East Gate Logistics Park development in Joliet. The Agreement stipulates that East Gate is required by the City to construct a closed loop truck network that would serve as the exclusive method of tractor-trailer truck ingress and egress within the East Gate property, only to be accessed to and from the East Gate property by tractor-trailer trucks via a single access point on Millsdale Road. The Agreement further states that the closed loop truck network shall include a bridge crossing Illinois Route 53 to provide tractor-trailer truck access from the portion of the East Gate property lying east of Illinois Route 53 to the Railroad Bridge, which crosses over the Union Pacific Railroad to the northwest of the subject property.

The applicant, TCIH Land Holdings, LLC, has concurrent petitions for the Preliminary Plat of the Third Coast Intermodal Hub 2A Subdivision and Final Plat of the Third Coast Intermodal Hub 2A, Unit 1 Subdivision, which would allow warehousing to be developed east of Illinois Route 53. The aforementioned Settlement and Mutal Releases 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.

Staff have reviewed the engineering and construction plans for the proposed Illinois Route 53 Bridge and have no objections to the proposed dedication of right-of-way.

RECOMMENDED ACTION: Staff recommend the Plan Commission recommend approval of the dedication of approximately 4.3 acres of land as public right-of-way west of Illinois Route 53.

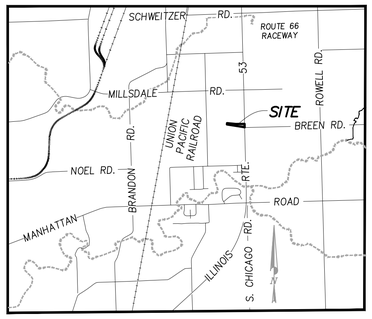
P.I.N. 10-11-09-208-042-0000

PLAT OF DEDICATION

(FOR PUBLIC ROADWAY PURPOSES)

OF

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 R2023037601 IN THE OFFICE OF THE RECORDER, WILL COUNTY, ILLINOIS.



VICINITY MAP – NOT TO SCALE

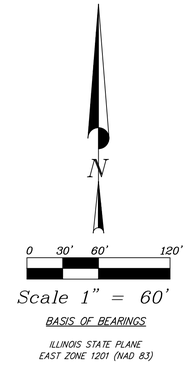
ABBREVIATIONS:

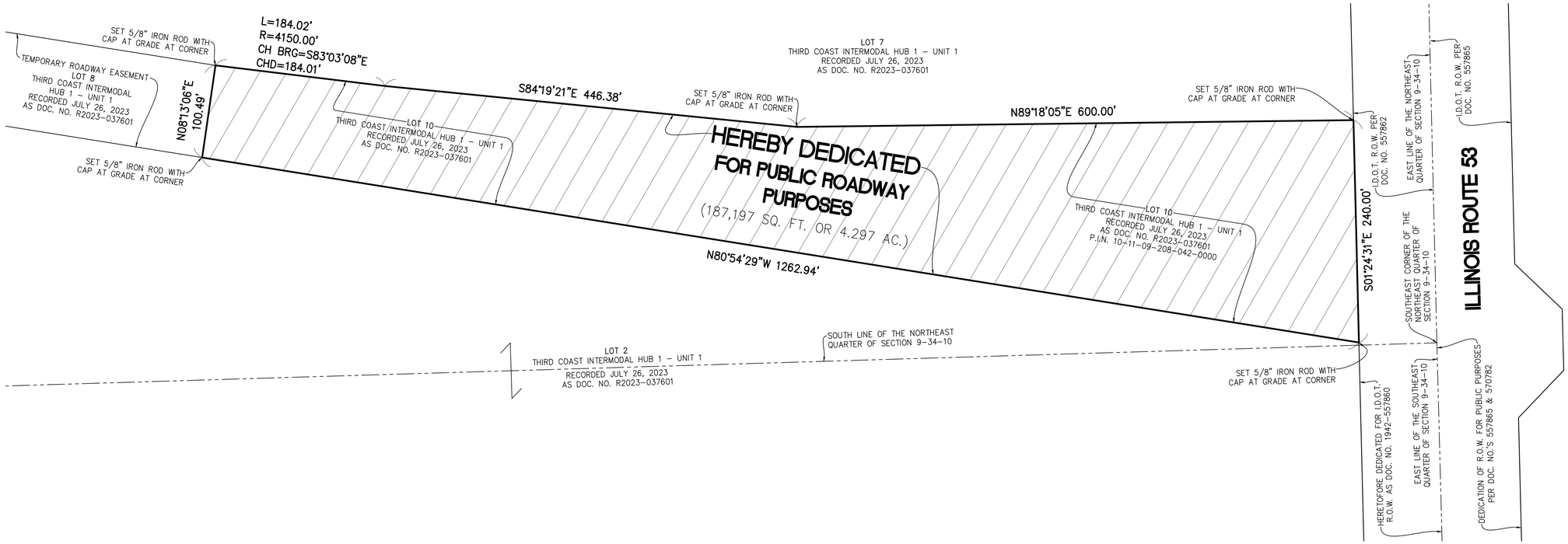
(XXX.XX')	RECORD DIMENSIONS
AC.	ACRES
CH BRG	CHORD BEARING
CHD	CHORD LENGTH
DOC.	DOCUMENT
I.D.O.T.	ILLINOIS DEPARTMENT OF TRANSPORTATION
L	ARC LENGTH
NO.	NUMBER
P.I.N.	PARCEL INDEX NUMBER
R	RADIUS
R.O.W.	RIGHT-OF-WAY
SQ. FT.	SQUARE FEET

LEGEND:

HEREBY DEDICATED FOR PUBLIC ROADWAY PURPOSES

NOTE: ALL STREET RIGHTS OF WAY NOTED ON THIS PLAT AS "HEREBY DEDICATED" ARE HEREBY DEDICATED, CONVEYED, GRANTED, AND TRANSFERRED TO THE CITY OF JOLIET FOR PUBLIC RIGHT OF WAY PURPOSES.





IDOT ACCESS NOTE:

PER THE THIRD COAST INTERMODAL HUB 1 – UNIT 1 PLAT OF SUBDIVISION RECORDED JULY 26, 2023 AS DOCUMENT NUMBER R2023-037601, "There shall be NO direct vehicular access to IDOT IL Route 53 from Lot 10."

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 06/30/2026 – PER CITY COMMENT LETTER

SHEET 1 OF 2

Survey No.:	F345m		
Ordered By.:	NORTHPOINT DEVELOPMENT		
Description:	PLAT OF DEDICATION		
Date Prepared:	JUNE 2, 2026		
Scale:	1" = 60'	Field Work:	N/A
		Prepared By:	CED

H:\F\F345\F345m\S\Dwg\Dedication\F345m Dedication Lot 10.dwg

P.I.N. 10-11-09-208-042-0000

PLAT OF DEDICATION

(FOR PUBLIC ROADWAY PURPOSES)

OF

PART OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

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 NATHANIEL HAGEDORN, 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

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

AS AUTHORIZED BY THE PLAT APPROVED BY ORDINANCE NO. _____

ON _____, 2026.

DATED THIS _____ DAY OF _____, 2026.

_____
MAYOR

_____
CITY CLERK

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

APPROVED BY THE JOLIET CITY PLAN COMMISSION

_____, 2026.

DATED THIS _____ DAY OF _____, 2026.

_____
PLAN COMMISSION CHAIRMAN

_____
PLAN COMMISSION SECRETARY

CITY COLLECTOR CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

I, _____,

JOLIET CITY COLLECTOR, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, UNPAID CURRENT GENERAL TAXES OR UNPAID SPECIAL ASSESSMENTS AGAINST THE PROPERTY DESCRIBED BY THIS PLAT.

DATED AT JOLIET, ILLINOIS

THIS _____ DAY OF _____, 2026.

_____
CITY COLLECTOR

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 DEDICATION FOR PUBLIC ROADWAY PURPOSES OVER THE ABOVE DESCRIBED LANDS AND THAT THIS IS A CORRECT REPRESENTATION THEREOF.

DATED THIS 30th DAY OF JUNE 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
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License No. 184-003073 Exp. 4/30/27

REVISED 06/30/2026 – PER CITY COMMENT LETTER

SHEET 2 OF 2

Survey No.:	*F345m*		
Ordered By.:	*NORTHPOINT DEVELOPMENT*		
Description:	*PLAT OF DEDICATION*		
Date Prepared:	*JUNE 2, 2026*		
Scale:	*1" = N\A*	*Field Work:*	*N/A*
		Prepared By:	*CED*

H:\F\345\F345m\S\Dwg\Dedication\F345m Dedication Lot 10.dwg

ORDINANCE NO. 18763

ORDINANCE AUTHORIZING EXECUTION OF "SETTLEMENT AND MUTUAL RELEASES AGREEMENT" BETWEEN THE CITY OF JOLIET, 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, ILLINOIS, WILL COUNTY CASE NO. 2022 MR 138, AND OTHER RELATED MATTERS

WHEREAS, the City of Joliet, Illinois, has been involved in litigation 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 (collectively, the "Parties") relating to the construction of the Northpoint Development in Joliet, Illinois, Will County Case No. 2022 MR 138; and

WHEREAS, the Parties have negotiated a Settlement and Mutual Releases Agreement (the "Agreement") to resolve the litigation and other related matters; and

WHEREAS, the Agreement provides for the mutual release of claims and the terms and conditions under which the Northpoint Development will proceed; and

WHEREAS, it is in the best interests of the City of Joliet to approve and execute the Agreement to resolve the litigation and facilitate the construction of the Northpoint Development;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JOLIET, ILLINOIS, as follows:

SECTION 1: The City Council hereby approves the Settlement and Mutual Releases Agreement between the City of Joliet, 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, Illinois, Will County Case No. 2022 MR 138, and other related matters in substantially the form attached hereto as Exhibit A.

SECTION 2: The City Manager is hereby authorized and directed to execute the Agreement on behalf of the City of Joliet.

SECTION 3: This ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED this 20th day of June, 2025

MAYOR **CITY CLERK**

VOTING YES: Mayor D'Arcy and Councilmen Cardenas, Clement, Hug, Councilwoman Ibarra, Councilmen Moreno, Mudron, Councilwomen Quillman, and Reardon.

VOTING NO: None.

NOT VOTING: None.

SETTLEMENT AND MUTUAL RELEASES AGREEMENT

THIS SETTLEMENT AND MUTUAL RELEASES AGREEMENT ("Agreement") is made as of _____, 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: bbeatty@joliet.gov

With a copy to:

Michael Layden
Croke Fairchild Duarte & Beres
180 N. LaSalle Street, Suite 3400
Chicago, IL 60601
Email: mlayden@crokefairchild.com

If to East Gate or NorthPoint:

NorthPoint Development, LLC
Attn: Evan Fitts
3315 North Oak Trafficway
Kansas City, Missouri 64116
Email:
Evan Fitts (efitts@northpointkc.com)
Nathaniel Hagedorn (nhagedorn@northpointkc.com)
Christian Evangelista (cevangelista@northpointkc.com)

If to HRE:

CenterPoint Properties Trust
Attn: General Counsel
1808 Swift Drive
Oakbrook, Illinois 60523
Email:
Rick Mathews (rmathews@centerpoint.com)
Michael Murphy (mmurphy@centerpoint.com)
Ed Harrington (eharrington@centerpoint.com)

United Bridge Operating, LLC
Attn: General Counsel
2679 West Main Street, Suite 300-756
Littleton, CO 80120
Email:
Bob Hellman (bhellman@american-infrastructure.com)
Doug Witt (dwitt@unitedbridgepartners.com)

With a copy to:

Latham & Watkins LLP
330 North Wabash Ave., Suite 2800
Chicago, IL 60611
Attention: Robert Fernandez, Esq.
Email: Robert Fernandez, Esq. (robert.fernandez@lw.com)

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

Attention: Beth Herrington
Email:
Beth Herrington (beth.herrington@morganlewis.com)

If to CenterPoint Properties or CenterPoint Terminal:

CenterPoint Properties Trust
Attn: General Counsel
1808 Swift Drive
Oakbrook, Illinois 60523
Email:
Rick Mathews (rmathews@centerpoint.com)
Michael Murphy (mmurphy@centerpoint.com)
Ed Harrington (eharrington@centerpoint.com)

With a copy to:

Spesia & Taylor
Attn: Christian Spesia
1415 Black Road
Joliet, IL 60435
Email:
Christian Spesia (cspesia@spesia-taylor.com)
John Spesia (jspesia@spesia-taylor.com)
Jacob Gancarczyk (jgancarczyk@spesia-taylor.com)

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

NORTHPOINT DEVELOPMENT, LLC

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

EXHIBIT "A"
CNT Intermodal Center

(Areas Depicted in Green)

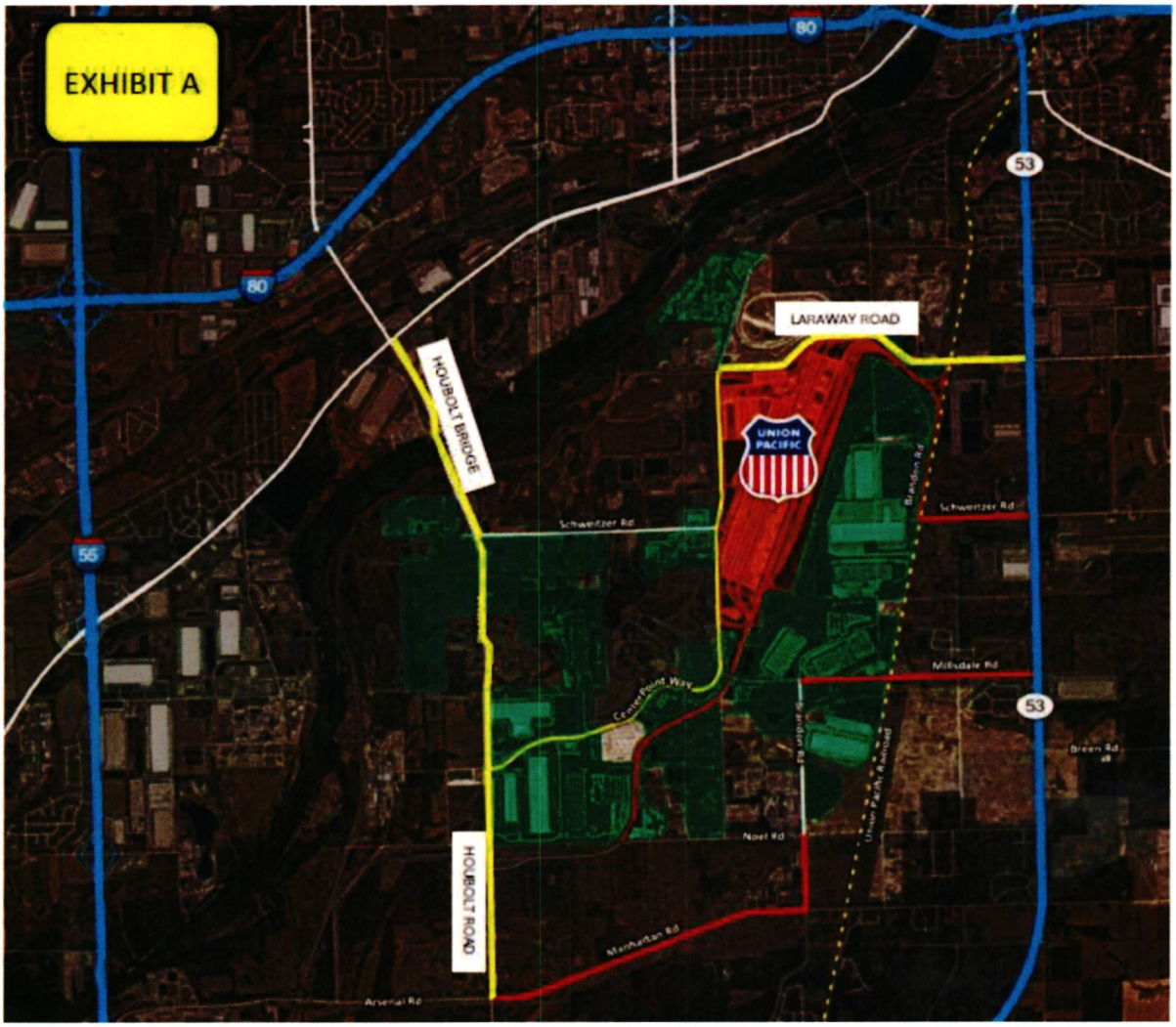
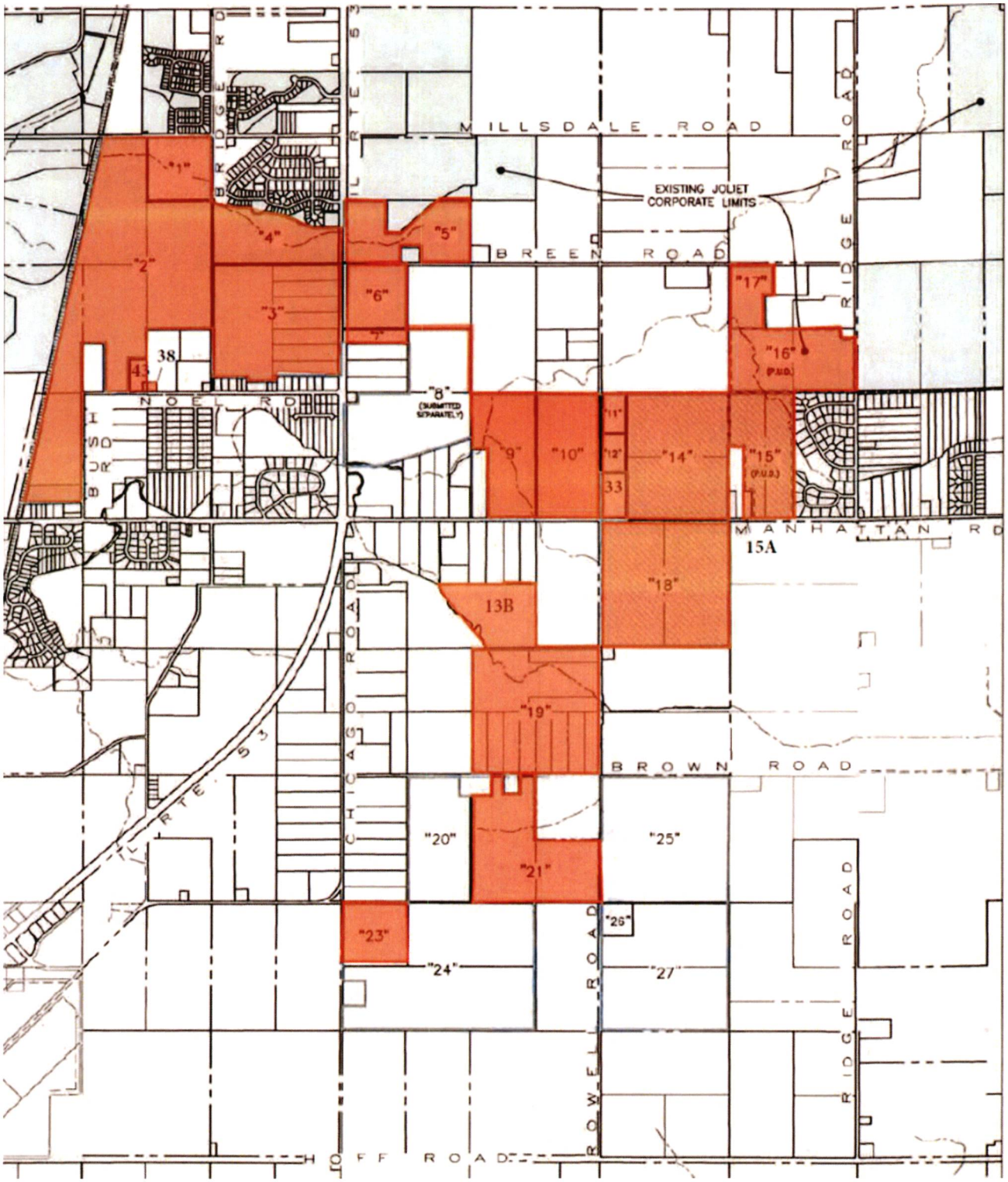


EXHIBIT "B"

East Gate Property (as of the Effective Date)



[NEED LEGAL DESCRIPTIONS TO BE ATTACHED AS WELL.][1]

[1] NP to provide.

EXHIBIT "C"

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

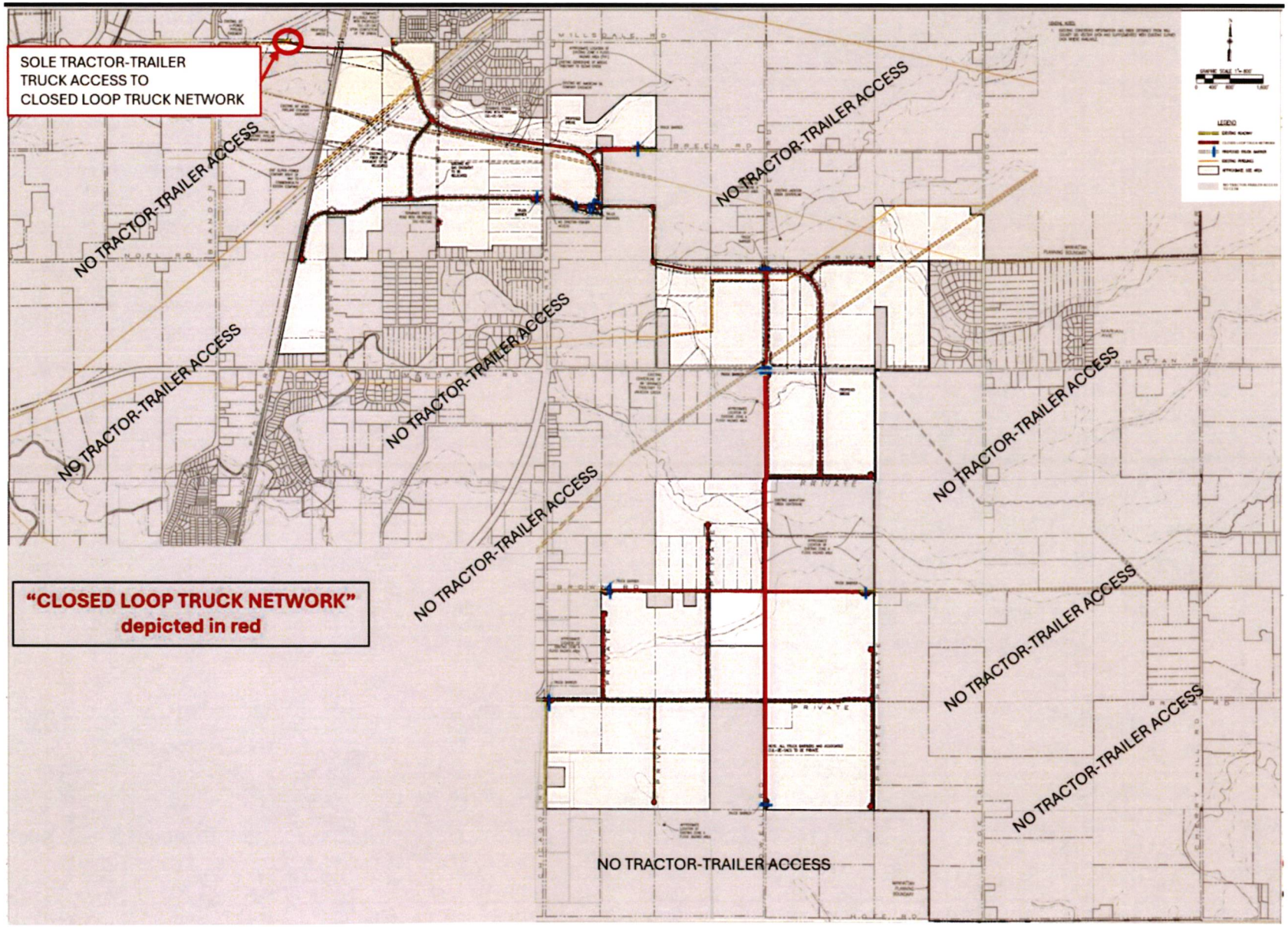


EXHIBIT "D"

Depiction of the Temporary Connection

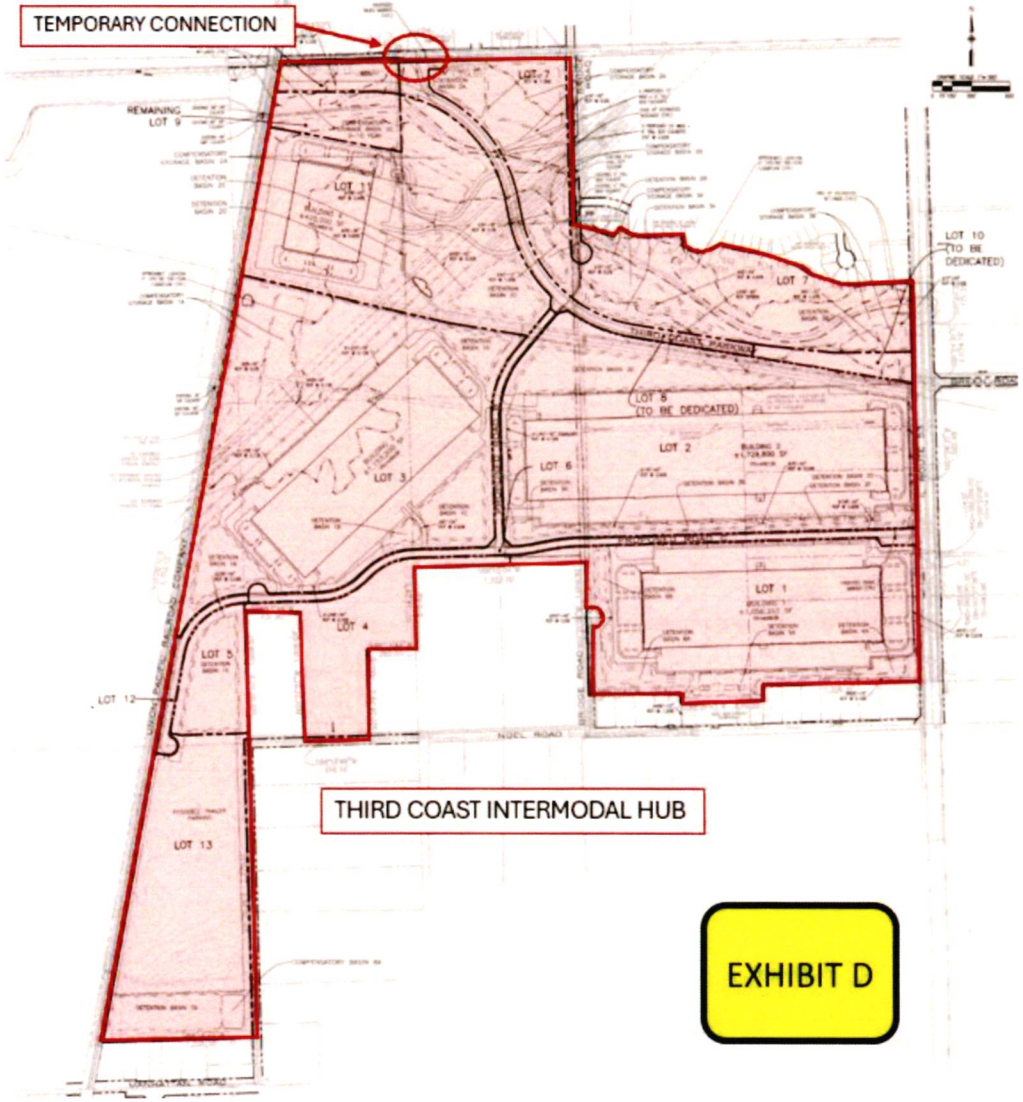


EXHIBIT "E"
Regional Study Area

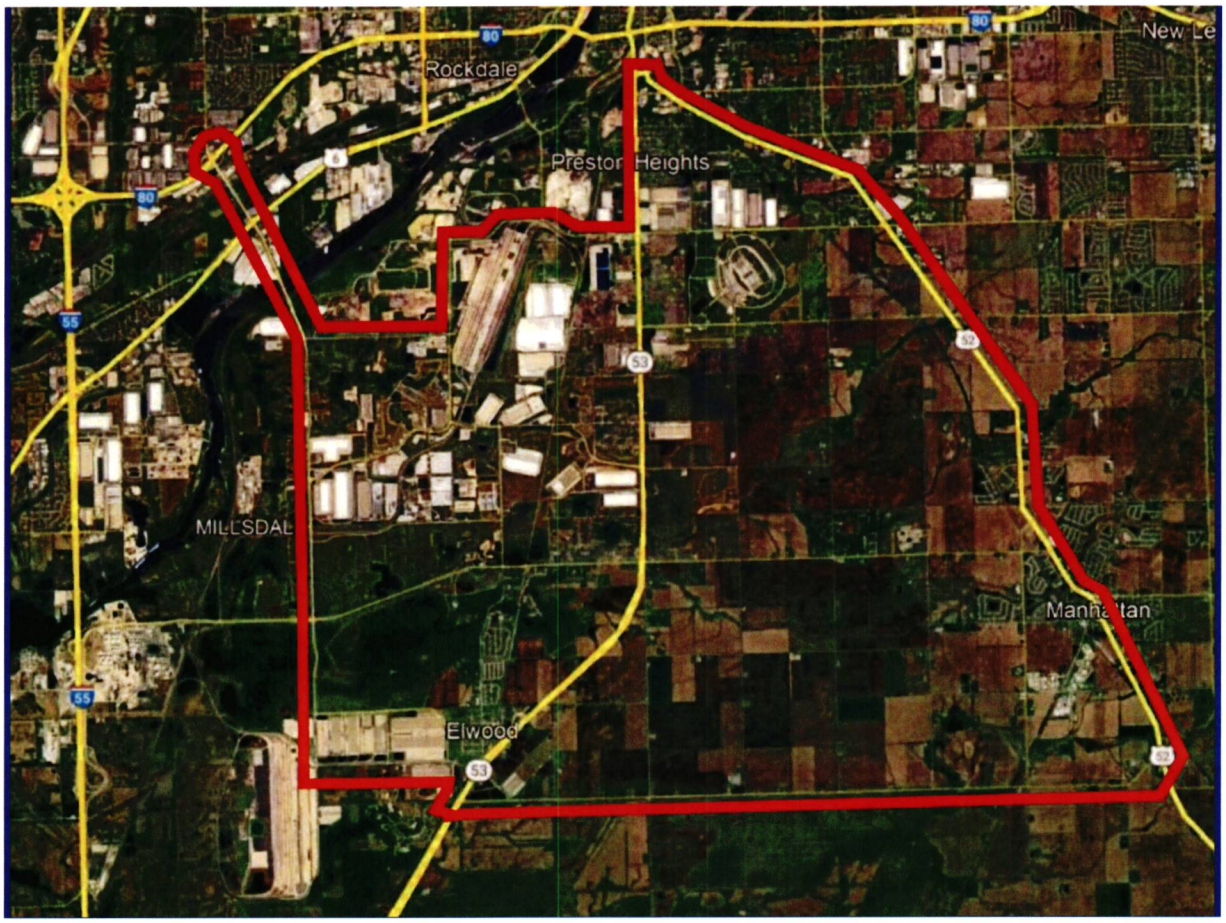


EXHIBIT "F"
Temporary Traffic Plan

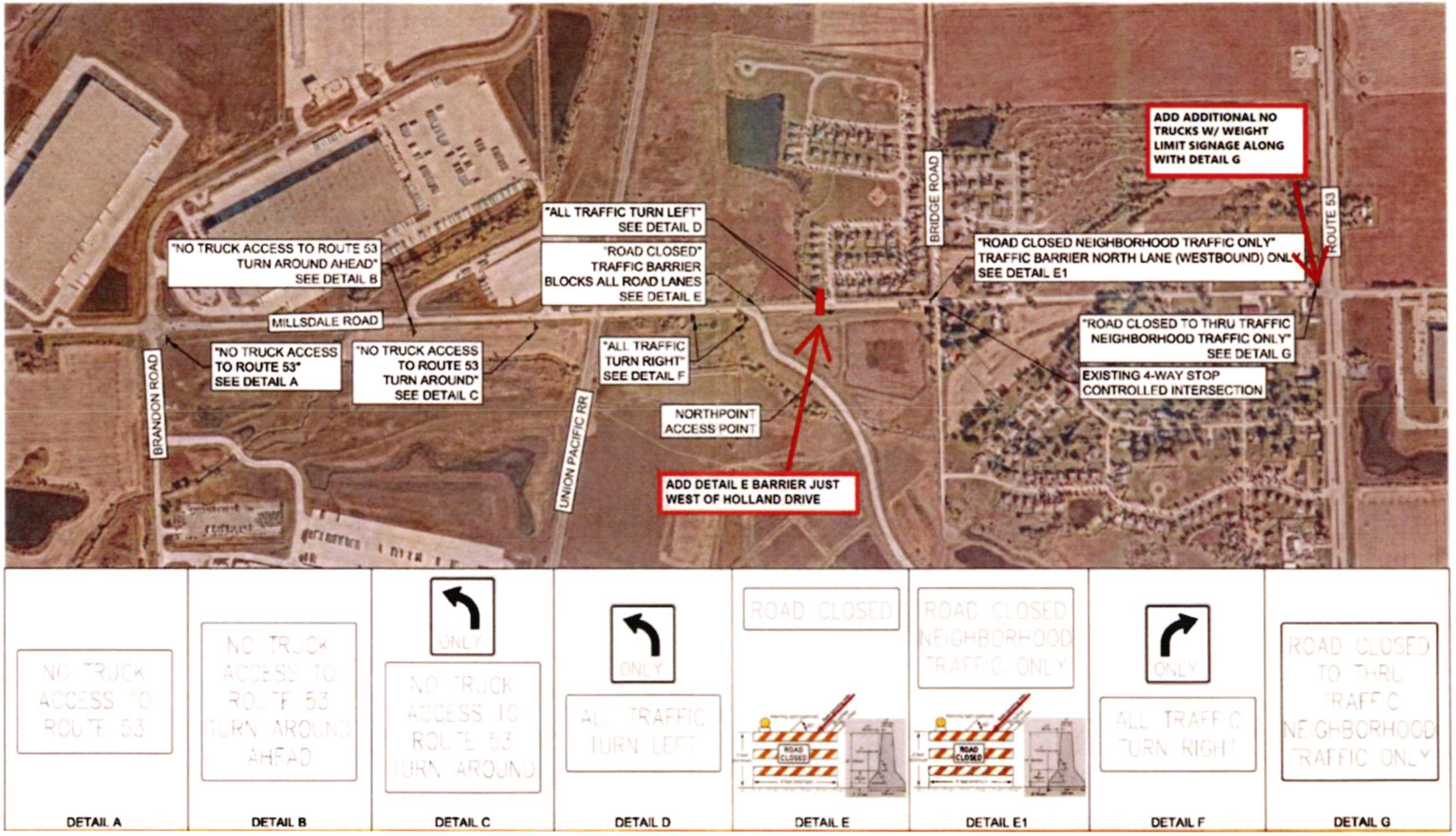


EXHIBIT "G"
Private Road Right-Of-Way

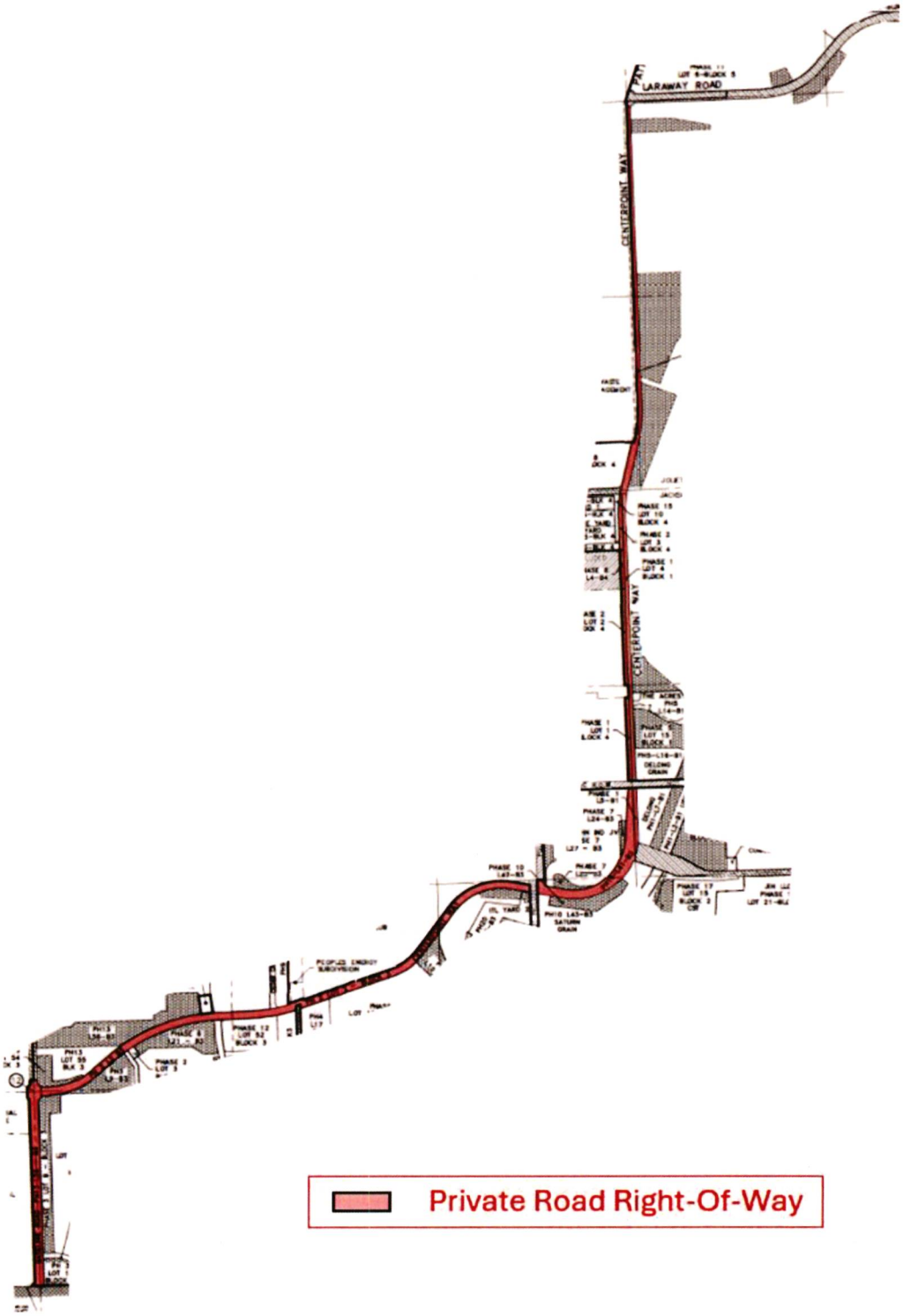


EXHIBIT "H"

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

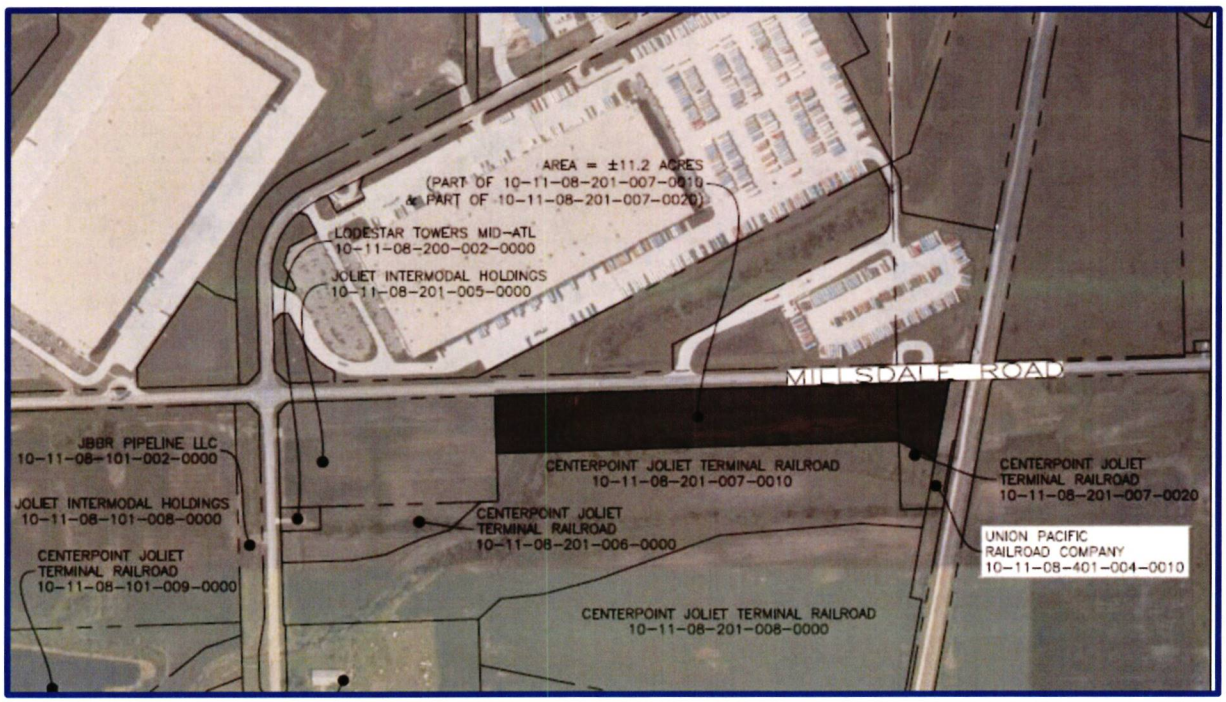


EXHIBIT "J"

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 rmathews@centerpoint.com
For the CITY:	City Manager 150 W. Jefferson Street Joliet, Illinois 60432 bbeatty@joliet.gov With a copy to: Corporation Counsel 150 W. Jefferson Street Joliet, Illinois 60432 tlenzie@joliet.gov
For the COUNTY:	Chief of Staff for the Will County Board 302 N. Chicago Street Joliet, Illinois 60432 [email] With a copy to: Office of the Will County State's Attorney 57 N. Ottawa Street Joliet, Illinois 60433 [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: _____

[Signature Page]

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: _____

[Signature Page]

Exhibit "B"
CNT Intermodal Center
(Areas Depicted in Green)

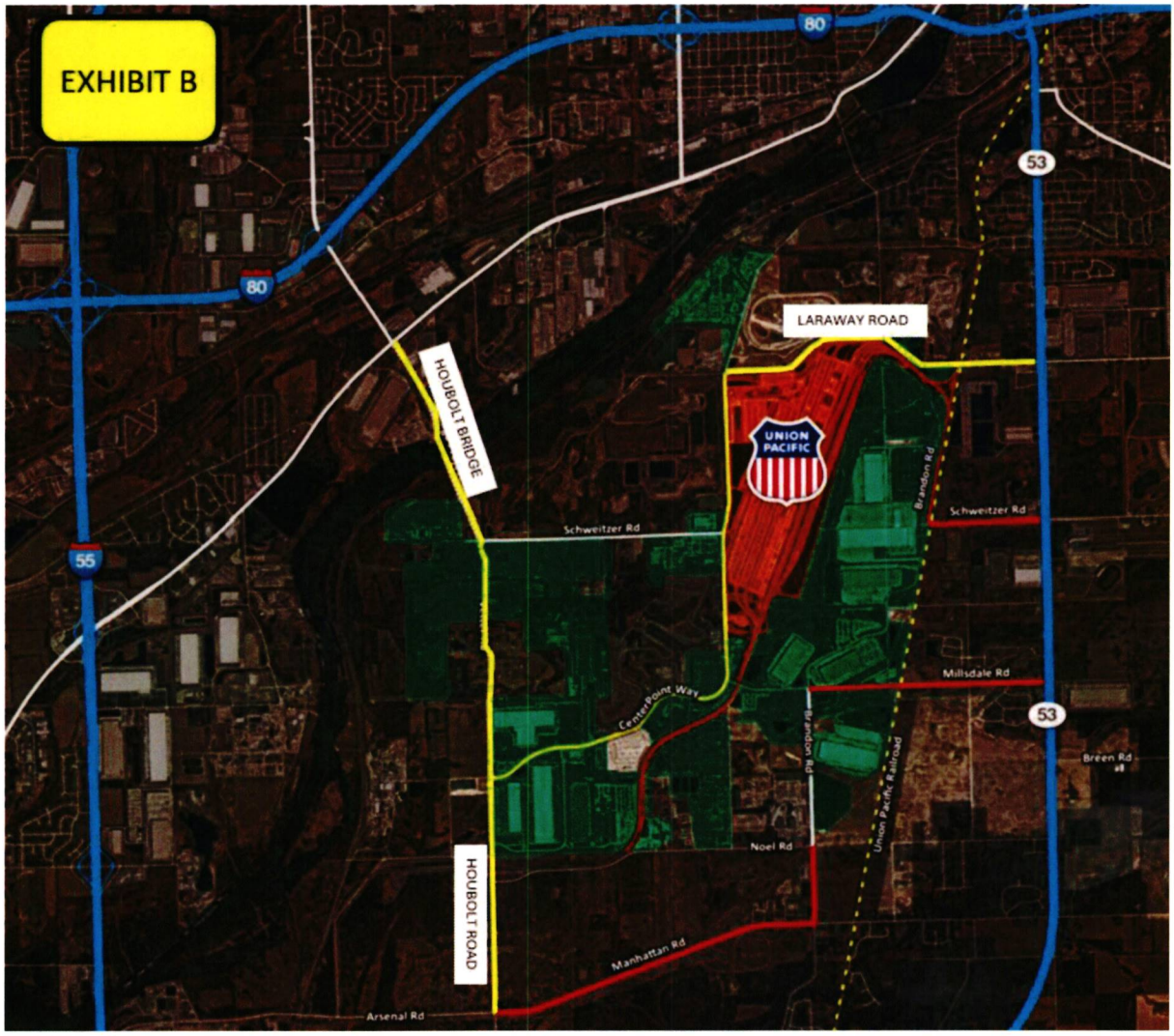


Exhibit "C"
Additional Property

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

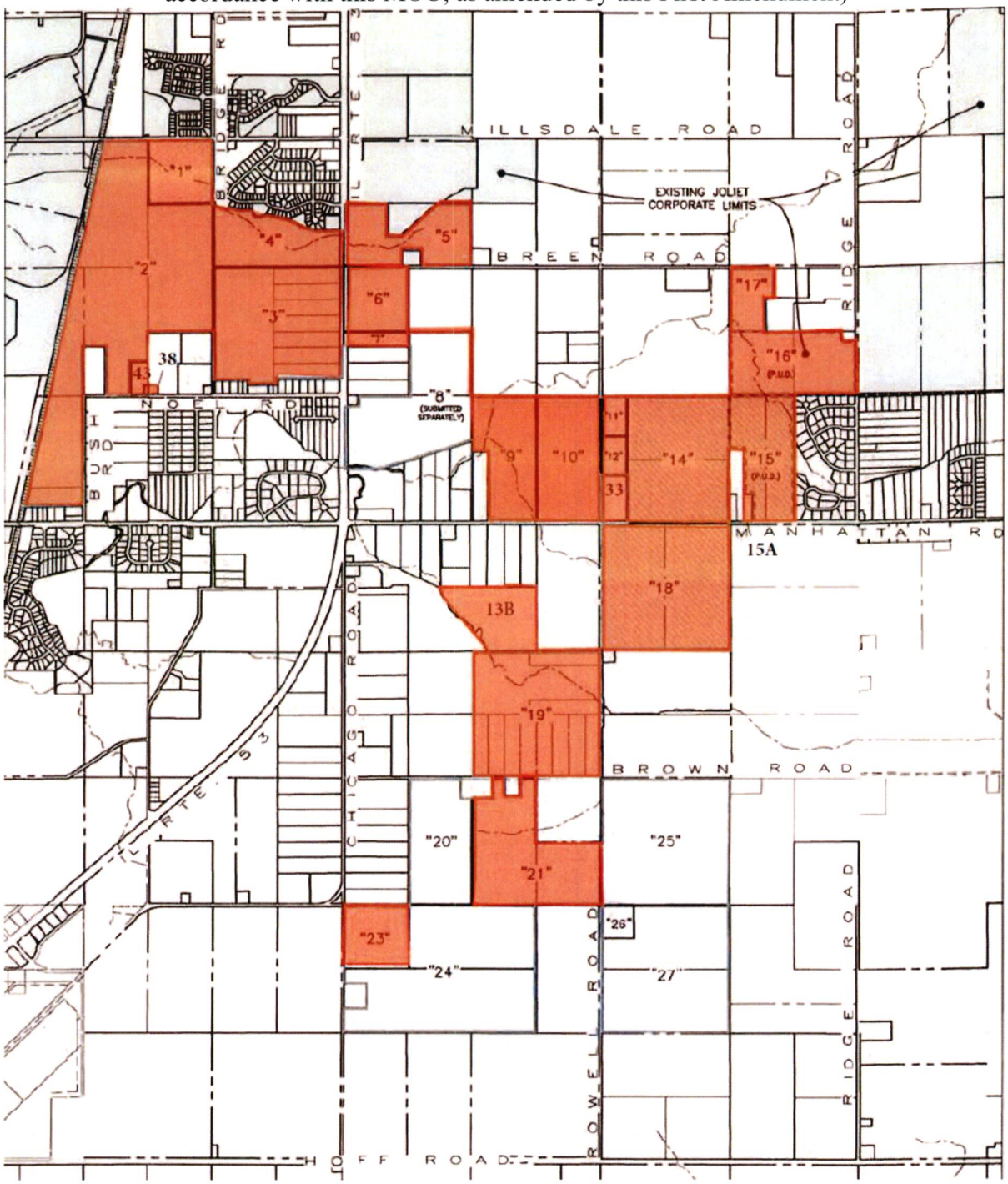


Exhibit "D"

Initial Configuration of the Closed Loop Truck Network

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

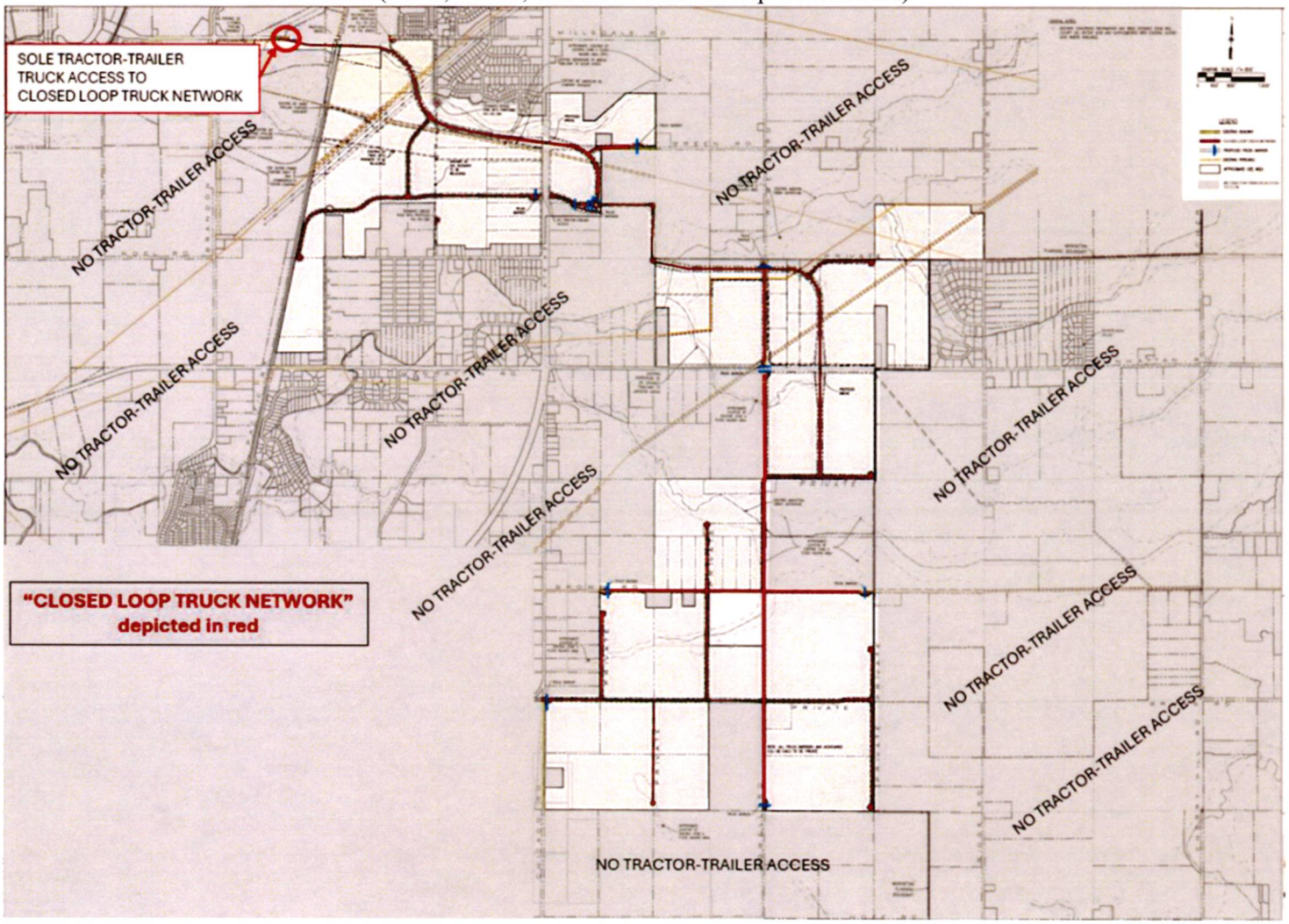


Exhibit "E"

Depiction of the Temporary Connection

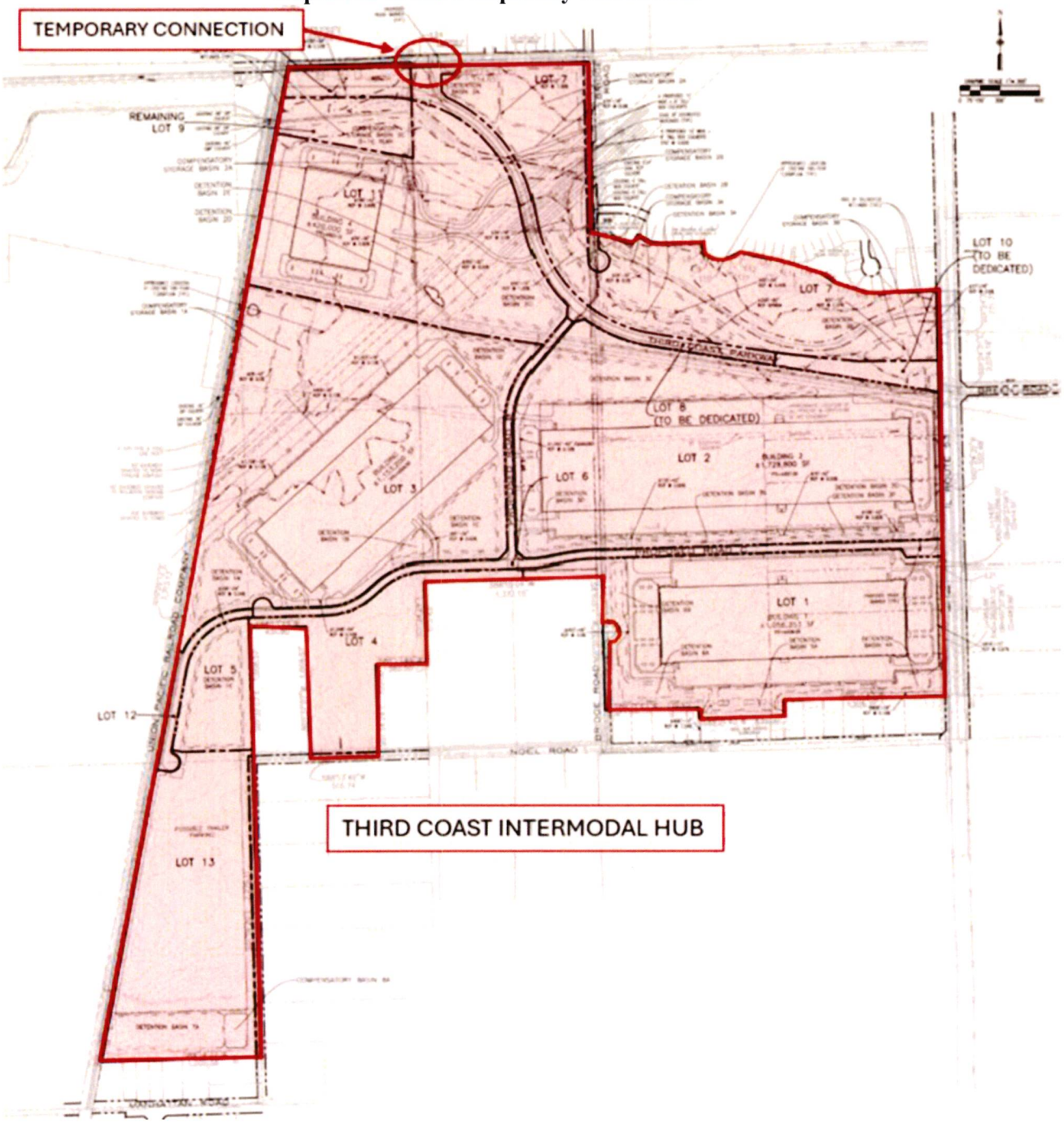


EXHIBIT "K"

Design of Cul-De-Sac

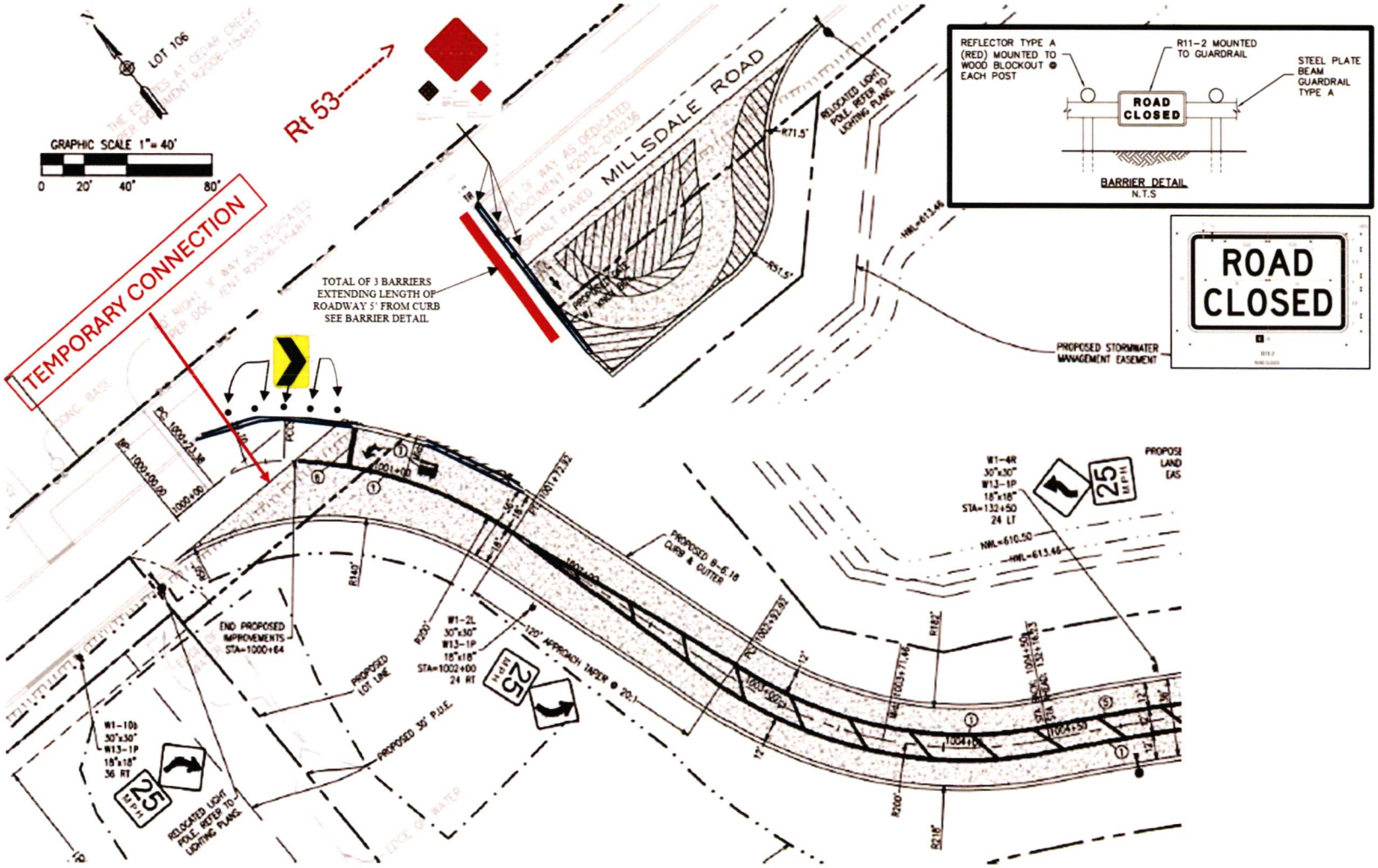


EXHIBIT "L"
Form of Temporary Construction Easement

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".

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 374-25 **Agenda Date:**6/20/2025

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 374-25

File ID: 374-25 **Type:** Ordinance **Status:** Agenda Ready

In Control: Special City Council Meeting **File Created:** 06/17/2025

Department: City Clerk/Business Services **Final Action:**

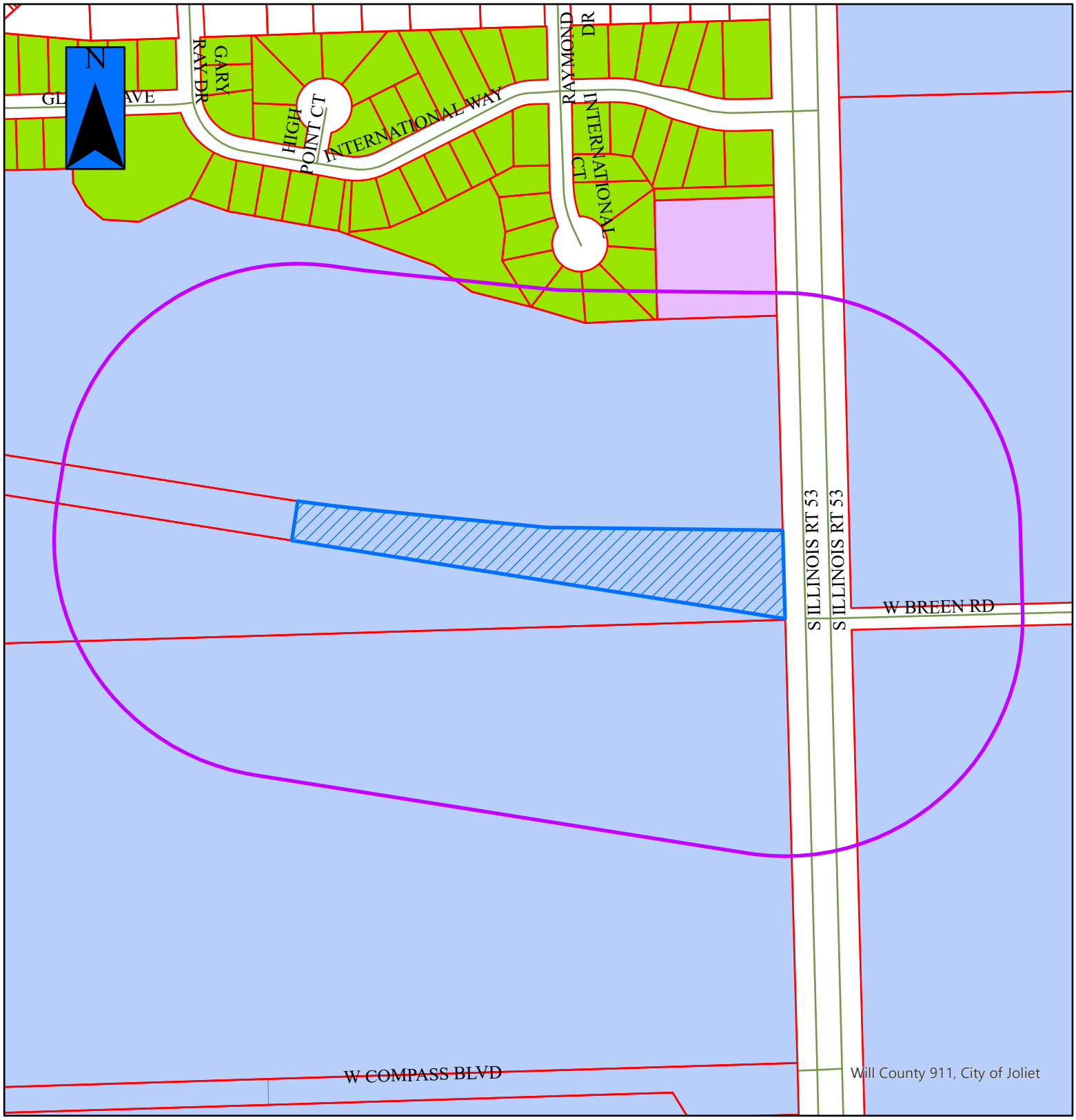
Title:

Agenda Date: 06/20/2025

Entered by: nhughes@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	6/18/2025	Lauren O'Hara	Approve	6/20/2025
1	2	6/18/2025	Todd Lenzie	Approve	6/20/2025
1	3	6/18/2025	Beth Beatty	Approve	6/20/2025



D-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

D-3-26

JOLIET PLANNING DIVISION

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