

**ANNEXATION AND DEVELOPMENT AGREEMENT**

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

Witnesseth:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE I**  
**INCORPORATION OF PREAMBLE AND EXHIBITS**

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

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

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

## **ARTICLE II ANNEXATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE V** **WATER AND SEWER**

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

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

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

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

## **ARTICLE VI**

### **ROADWAY IMPROVEMENTS AND DEDICATIONS**

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

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

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

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

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

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

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

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

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

## **ARTICLE VII**

### **WATER AND SEWER CONNECTION CHARGES/BUILDING PERMIT FEES**

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

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

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

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

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

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

D. **Less Restrictive Changes to Regulations.** During the Term, should any existing or hereafter adopted Village Regulations be hereafter modified, amended, interpreted, or otherwise changed in any way so as to be less restrictive than the provisions now applicable to the North Property, including, without limitation, restrictions

affecting zoning, subdivision, land development, construction, and use of improvements, buildings and appurtenances and all other development of any kind or character on the North Property, then, at the Developer's election, such less restrictive provision shall inure to the benefit of Developer, and Developer may elect to proceed with the development of, construction upon and use of the North property in accordance with any less restrictive code, ordinance, rule or regulation.

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

#### **ARTICLE IX** **ECONOMIC DEVELOPMENT EXPENDITURES**

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

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

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

**ARTICLE XI  
RECAPTURE**

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

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

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

**ARTICLE XII  
PAYMENT IN LIEU OF SUMMERFIELD RESIDENTIAL IMPACT FEES**

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

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

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

**ARTICLE XIII**  
**DORMANT SPECIAL SERVICE AREA**

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

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

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

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

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

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

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

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

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

**ARTICLE XIV**  
**EASEMENT TO THE VILLAGE**

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

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

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

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

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

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

#### **ARTICLE XV CONDEMNATION**

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

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

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

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

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

**ARTICLE XVI**  
**BURIAL OF POWER LINES**

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

**ARTICLE XVII**  
**GENERAL PROVISIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

L. Public Improvements and Public Improvement Security.

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

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

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

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

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

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

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

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

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

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

If to Village or to the Corporate Authorities:

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

With a copy to:

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

If to Developer:

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

and

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

With copies to:

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

and

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

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

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

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

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

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

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

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

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

*Execution Version*

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

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

*[signature pages follow]*

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

VILLAGE OF MINOOKA,  
an Illinois Municipal Corporation

By: Frederic Offerman  
Frederic Offerman, Village President

ATTEST:

By: Orsola Filus  
Orsola Filus, Village Clerk

STATE OF ILLINOIS                    )  
  ) SS.  
COUNTY OF GRUNDY                 )

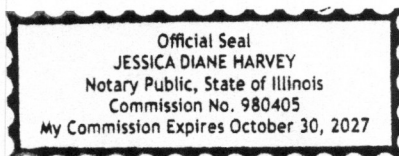
I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Frederic Offerman and Orsola Filus, personally known to me to be the Village President and Village Clerk, respectively, of the Village of Minooka and personally known to me to be the same persons whose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

Given under my hand and official seal this 22<sup>nd</sup> day of October, 2025.

Jessica Diane Harvey  
Notary Public

My Commission Expires: 10/30/2027

(Seal)





**DEVELOPER:**

**EQUINIX HYPERSCALE 3 (CH8) LLC**

By: BMB  
Name: Brock Bryan  
Title: Senior Director, Regional Finance AMER

STATE OF Florida )  
COUNTY OF Hillsborough ) SS

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

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

See FL State Journal  
Notary Public FB. 695225  
F.S.

My Commission Expires: 7-8-2027

(Notary Seal)

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

State of Florida

County of Hillsborough }

The foregoing instrument was acknowledged before me by means of

Physical Presence, — OR —

Online Notarization,

this 29th September 2025, by  
*Date*

Brock Bryan, Senior Director,  
Regional Finance AMER, of

*Name of Officer or Agent, Title of Officer or Agent*

Equinix LLC

*Name of Corporation Acknowledging*

a Delaware corporation,  
*State or Place of Incorporation*

on behalf of the corporation. He/She:

is personally known to me — OR —

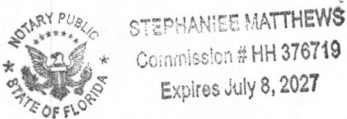
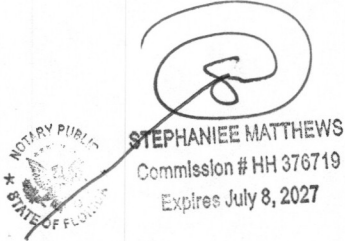
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as identification.

[Signature]  
*Signature of Notary Public*

Stephanee Matthews  
*Name of Notary Typed, Printed or Stamped*

Notary Public — State of Florida

Commission No. A.H. 376719



Place Notary Seal and/or Stamp Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Amortization & Development Agreement

Document Date: \_\_\_\_\_

Number of Pages: 27 + 30

Signer(s) Other Than Named Above: \_\_\_\_\_

DEVELOPER:



EQUINIX LLC

By:

*[Handwritten Signature]*

Name: Brock Bryan  
Title: Senior Director, Regional Finance  
AMER

STATE OF Florida )  
COUNTY OF Hillsborough ) SS

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

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

*[Handwritten Signature]*  
Notary Public F.S. 695.25

My Commission Expires: 7-8-2027

(Notary Seal)

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

State of Florida

County of Hillsborough }

The foregoing instrument was acknowledged before me by means of

Physical Presence, — OR —

Online Notarization,

this 29th September 2025, by  
*Date*

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

Equinix LLC  
*Name of Corporation Acknowledging*

a Delaware corporation,  
*State or Place of Incorporation*

on behalf of the corporation. He/She:

is personally known to me — OR —

has produced FLDL  
*Type of Identification*  
as identification.

[Signature]  
*Signature of Notary Public*

Stephanie Matthews  
*Name of Notary Typed, Printed or Stamped*

Notary Public — State of Florida

Commission No. HH-376719



STEPHANIE MATTHEWS  
Commission # HH 376719  
Expires July 8, 2027

Place Notary Seal and/or Stamp Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Annexation Development Agreement

Document Date: \_\_\_\_\_

Number of Pages: 30 (Pg 28)

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