

EXHIBIT "A"

ANNEXATION AGREEMENT FOR LPC FERRY ROAD I, LP LOCATED NWC OF SUNRISE ROAD AND MERIDIAN ROAD CONSISTING OF 4.84 ACRES

This ANNEXATION AGREEMENT, hereinafter referred to as "AGREEMENT", is made and entered into this _____ day of _____, _____ by and between the CITY OF AURORA, ILLINOIS, a municipal corporation, ("CITY"), and LPC Ferry Road I, LP, a Delaware Limited Partnership ("LPC" also referred to herein as "OWNER"). The City and Owner are referred to as "Party" or "Parties."

WITNESSETH:

1. LPC is the contract purchaser of the Subject Property from Old Dominion Freight Line, LLC, a Virginia corporation ("ODFL"). ODFL also owns an adjacent approximately 14.1 acre parcel (of which LPC is also the contract purchaser), currently annexed and zoned PDD, Planned Development District as part of the Butterfield Planned Development.
2. Upon acquisition, LPC seeks to request the Subject Property be zoned as part of Area B "Manufacturing (Office/Research/Industrial)" of the Butterfield Planned Development District (P.D.D.) .
3. The subject property consisting of approximately 4.84 acres is legally described in Attachment "A" attached hereto (the "Subject Property").
4. The Owner has attached hereto as Attachment "B" a disclosure of the beneficial owners of any land trust holding title to all or a portion of the Subject Property, if any, or a statement indicating that there are none.
5. The Parties to this Agreement desire that the Subject Property be annexed to the City with the benefits of the Subject Property being as follows:
 - a. Full development potential of the Subject Property;
 - b. Establishment of high-quality development standards that will elevate, support and stabilize property values for the proposed land uses;
 - c. Provision of a water supply system that has been engineered to supply water services to the Subject Property;
 - d. Provision of a sanitary sewer system that has been engineered to supply services to the Subject Property through the Fox Metro Water Reclamation District's facilities, or the City's facilities;
 - e. Provision of police protection by the City's fully trained, staffed and equipped Police Department;
 - f. Provision of fire protection by the City's fully trained, staffed and equipped Fire Department; and,
 - g. Favorable insurance rates due to the City's Fire Department having a Class 3 rating.
6. The Subject Property is contiguous to the city limits of the City of Aurora, Illinois, and is not within the corporate limits of any other municipality and complies with the City's Boundary Agreement with the City of Naperville, Illinois.
7. This Agreement is made pursuant to Section 11-15.1-1 and Section 7-1-1 of the Illinois Municipal Code.

8. All notices, publications, public hearings, and all other matters attendant to said Agreement as required by State statute and the ordinances, regulations, and procedures of the City have been met prior to the execution by the Parties to this Agreement.

NOW, THEREFORE, it is agreed by and between the Parties hereto as follows:

SECTION A. Duration, Applicability and Owner Responsibility

1. This Agreement shall be binding upon and inure to the benefit of the Parties hereto. As used in this Agreement to describe the respective rights, duties, and obligations of the Parties, the term "Owner" includes any and all successors in interest, including contract purchasers, and their respective heirs, executors, administrators, successors, assignees, lessees, as well as any persons or entities acting on behalf of the Owner to develop or market the Subject Property and upon any successor municipalities for a period of fifteen (15) years from the date of execution hereof, unless changed in accordance with the law.
2. It is understood and agreed by the Parties hereto that, in the event all or any portion of the Subject Property is sold or conveyed at any time during the term of this Agreement, all the obligations and responsibilities of the Owner, as herein set forth shall devolve upon and be assumed by such purchaser or grantee, and the Owner shall be released from all obligations which relate to that portion of the Subject Property as may have been sold or conveyed.
3. Owner agrees to record a copy of the city ordinance providing for the execution of this Agreement and an executed copy of this Agreement with the appropriate County Recorder within sixty (60) days of the approval of said ordinance.
4. Owner agrees to file with the City Clerk a properly executed Annexation Petition pursuant to this Agreement covering the properties described in Attachment "A" not later than ninety (90) days after the execution of this Agreement.
5. Owner agrees if not already annexed into the Park District to petition and diligently pursue the Warrenville Park District for annexation of the entire Subject Property within ninety (90) days of annexation to the City.
6. Owner agrees to petition and diligently pursue the Fox Metro Water Reclamation District for annexation of the entire Subject Property within ninety (90) days of annexation to the City.
7. Owner agrees to petition and diligently pursue the Aurora Public Library District for annexation of the entire Subject Property within ninety (90) days of annexation to the City.
8. Owner agrees to petition and diligently pursue the appropriate U.S. Post Office for an "Aurora" mailing address on the Subject Property of this Agreement, within ninety (90) days of annexation to the City.
9. Owner agrees to dedicate right of way for proposed roadways on, through, adjacent, to the Subject Property, at the time of the approval of the final plat and plan of the Subject Property as specified herein.
10. Owner agrees that all existing structures on the Subject Property shall be razed and removed within one (1) year after the first Final Plan and/or Plat approval for any portion of the Subject Property.

11. Owner agrees to connect to the public sanitary sewer system and shall pay charges for sewer service as are prescribed by City ordinances and by the Fox Metro Water Reclamation District.
12. Owner agrees that one hundred percent (100%) of the public improvement costs required to serve the development to be constructed on the Subject Property and within the public right-of-way shall be the Owner's responsibility, subject to the reimbursement and recapture set forth in sections D.3 and D.7.
13. Owner agrees to cooperate with the City in establishing any special service areas required by the City concerning storm water control and common areas maintenance for the Subject Property and shall establish any required Specific Special Service Area ("SSA") within 60 days after Final Plan, Plat and Final Engineering approval, and prior to any conveyance of any parcels to any non-Owner controlled person or entity. Owner waives any objection to the establishment of an SSA for the Subject Property and agrees that failure to comply and have a required SSA established may result in the City withholding Occupancy Permits in the Development. Owners of land in the Butterfield Center for Commerce and Industry have set up a not for profit corporation to act as the Property Owner's Association called the Butterfield Owner's Association and Owner shall bind the Subject Property to the covenants and conditions of this association.

SECTION B. Annexation, Zoning and City Responsibility

1. Subsequent to the approval of this Annexation Agreement and LPC's acquisition of the Subject Property, the City agrees to adopt an ordinance annexing the Subject Property to the City pursuant to an Annexation Petition, subject to the terms and conditions herein.
2. Subsequent to Annexation the City agrees to adopt an ordinance zoning the Subject Property as part of the Area B "Manufacturing (Office/Research/Industrial)" of the Butterfield Planned Development District (P.D.D.) with all variations which are specifically set forth as part of Area B "Manufacturing (Office/Research/Industrial)" of the Butterfield Planned Development District (P.D.D.) and accompanying Plan Description.
3. In the event that an Annexation Petition for the Subject Property is not filed within ninety (90) days, the City may void this Agreement by ordinance.
4. City agrees that the dedication of land or cash in lieu of land is not required for school or park purposes as the subject property is being zoned non-residential.
5. City agrees to the access points from the existing public right-of-way for the Subject Property as identified in Section D.5 of this Agreement.

SECTION C. Development Review

1. No portion of the Subject Property shall be developed until and unless the City in accordance with the conditions has approved such development hereinafter set forth.
2. The Subject Property described in Attachment "A" shall be governed by all of the requirements contained in the Chapter 49 ("Zoning Ordinance") of the Code of Ordinances, City of Aurora, Illinois except for variations which are specifically set

forth in and subject to the appropriate modifications which are specifically set forth as part of Area B “Manufacturing (Office/Research/Industrial)” of the Butterfield Planned Development District (P.D.D.) and accompanying Plan Description or as set forth on the approved Final Plan for the Subject Property.

3. Except as provided herein, the provisions of the Chapter 43 (“Subdivision Control Ordinance”) of the Code of Ordinances, City of Aurora, Illinois shall govern all development of the Subject Property regardless of the size of a parcel being developed at any one time. If no subdivision plats for the Subject Property are required, then Owner agrees that the public improvements and other subdivision control requirements of the Subdivision Control Ordinance shall be applicable to the Subject Property except for variations which are specifically set forth as part of Area B “Manufacturing (Office/Research/Industrial)” of the Butterfield Planned Development District (P.D.D.) and accompanying Plan Description.
4. Final plats may be presented to the City for approval individually.
5. Building Elevations shall be presented for approval with the Final Plat and/or Plan and will be evaluated based on quality and variety of building materials, orientation and presentation from the public street, and the use of architectural elements.
6. The construction of buildings on the Subject Property shall be in accordance with the Aurora Building Code requirements in force at the time of issuance of building permits.
7. All codes and ordinances of the City not amended herein by this Agreement and all codes and ordinances applicable Citywide adopted by said City after the execution and entering into of this Agreement by the Parties hereto shall apply to the Subject Property.
8. Engineering plans and specifications for the improvements to be installed in each phase of the development shall be submitted to the City together with the final subdivision plat for such phase.

SECTION D. Roads, Public Utilities and Storm Water Management

1. The Owner shall cause a Traffic Impact Study to be prepared for the proposed development. The Study shall report the existing traffic volumes in the vicinity of the proposed development during peak time periods. It shall also document the number of anticipated trips generated by the proposed development and the impact those trips are expected to have on existing traffic patterns. The findings of the Traffic Impact Study may be the basis for additional road or intersection improvements required by the City, DuPage County Department of Transportation, or the City of Naperville.
2. Meridian Road –OWNER RESPONSIBILITY: Upon commencement of development, Owner shall be responsible for constructing the west half of a 39-foot back-of-curb to back-of-curb cross-section with B6-12 curb and gutter, as well as storm sewer and street lighting. A five-foot (5') concrete sidewalk on the east side of the property line will be installed and shall be permitted within the public right of way up to 1 foot off the property line. The Owner shall be responsible for dedicating right-of-way triangles as requested by the Engineering Division.
3. Sunrise Road –The City has in its deferred revenue account an \$82,000 deposit from the developer of Lot 401 in the Butterfield Center for Commerce and Industry. That deposit is intended to reimburse LPC for the cost of extending Sunrise Road

from Frieder Lane to the east line of Lot 19 with a 39 foot back-of-curb to back-of-curb cross section, B6-12 curb and gutter, and a five foot (5') concrete sidewalk along one side of the road. Per the request of the Owner, the City will allow the Owner to construct a full 39 foot back-of-curb to back-of-curb cross section for half of the frontage of the Subject Property from the eastern property line of Lot 19 to Meridian Road in lieu of half of a road. The properties south of Sunrise Road will be responsible to complete the remaining full cross section from the terminus to Meridian Road, being approximately 410 feet upon annexation. OWNER RESPONSIBILITY: Upon commencement of development, Owner shall construct a 39 foot-back-of-curb to back-of-curb cross section with B6-12 curb and gutter, with storm sewer and street lighting, in the existing right of way from Frieder Lane to the eastern curb return of the driveway on Sunrise Road serving the proposed development or 410 feet, whichever is greater. Any widening east of the full width road section that may be necessary to meet the requirements of the Fire Marshal will be the responsibility of the Owner, as well as providing an appropriate transition section between the full width road section and the eastern section. A five-foot (5') concrete sidewalk and street trees along the entire length of the northern roadway frontage of the Subject Property, being around 1,000 feet, shall be installed at the time of construction of the approximately 410 feet of Sunrise Road and shall be permitted within the public right of way up to 1 foot off the property line. The sidewalk construction shall also include a crosswalk across Sunrise Road along the east side of the Frieder Lane cul-de-sac. The Owner is entitled to reimbursement up to \$82,000 by the City for the improvements to Sunrise Road between the east line of Lot 19 and Frieder Lane. The Owner shall be responsible for dedicating right-of-way triangles as requested by the Engineering Division.

4. Frieder Lane - OWNER RESPONSIBILITY: Upon commencement of development, Owner shall be responsible for installing street trees along the eastern frontage of the roadway.
5. The access points from the existing public right-of-way for the Subject Property shall meet all applicable codes and ordinances and shall be limited to:
 - a. One full access from Frieder Lane.
 - b. Two full access points from Meridian Road.
 - c. One full access from Sunrise Road.
6. A double-fed public water main system is required to provide adequate fire protection and water service for the Subject Property and each lot. The new public water main system shall include a water main installed within the Meridian Road right-of-way along the west side of the road.
7. Development of the Subject Property requires that adequate storm and sanitary discharge plans, and other related plans, have been approved by the appropriate City Department, or agency with responsible jurisdiction.

Upon commencement of development, Owner agrees to construct an 8" gravity sanitary sewer main within the Sunrise Road right of way along the south side of the road and terminating at the southwest corner of the intersection of Sunrise Road and Meridian Road. This sanitary sewer shall be laid at a slope of 0.45% from the existing sanitary sewer stub near the east line of Lot 19. City agrees to enter into a recapture agreement with Owner to reimburse Owner for up to 50% of the cost of said improvement including but not limited to engineering, construction, interest and other costs.

8. Owner has already supplied evidence to the City that the Subject Property is not subject to any jurisdictional review by the Army Corps of Engineers relating to wetland mitigation and wetland/floodplain mitigation shall be subject to review and approval in accordance with the applicable Kane County ordinances. Wetland and/or floodplain mitigation shall be subject to review and approval by an appropriate outside agency within responsible jurisdiction.
9. A subsurface drainage investigation report shall be submitted to the City's Engineering Division for review, as per the requirements of the Stormwater Ordinance. Any and all field tiles on the Subject Property must be protected during construction and shall be re-routed so as to not run under any building. Any filling operations must be done in such a manner so as not to raise the emergency overland flow elevations on adjacent properties. Any field tile disturbed by the proposed development shall be replaced and incorporated into the proposed stormwater system, or abandoned, according to the requirements of the Stormwater Ordinance.
10. Retaining walls utilized within the development shall not exceed three (3) feet in height. The stepping of retaining walls is allowed up to six (6) feet in overall height with a minimum run of three (3) feet between steps.
11. All improvements shall be required to follow the Kane County Stormwater Ordinance requirements as adopted by the City.

SECTION E. General Provisions

1. In the event that any section, subsection or paragraph of this Agreement is held to be invalid, the invalidity of such section, subsection or paragraph shall not affect any of the other provisions of this Agreement. None of the parties to this Agreement shall challenge the validity or enforceability of this Agreement nor any provision of this Agreement, nor assert the invalidity or unenforceability of this Agreement or any provision thereof as defense to any claim by any other party seeking to enforce this Agreement.
2. Any notice or demand hereunder from any Party hereto to another Party hereto shall be in writing and shall be deemed served if mailed by prepaid registered or certified mail addressed as follows:

If to the City: Mayor of Aurora
City of Aurora
44 East Downer Place
Aurora, Illinois 60507

With copy to: Corporation Counsel
City of Aurora
44 East Downer Place
Aurora, Illinois 60507

If to the Owner/
Contract Purchaser: LPC Acquisition Company, LLC
One North Wacker Drive, Suite 1925
Chicago, Illinois 60606
Attn: Bill Peltin

With copy to: John F. Philipchuck
Dommermuth Cobine West Gensler Philipchuck & Corrigan, Ltd.
111 East Jefferson Avenue, Suite 200
Naperville, Illinois 60540
630-355-5800
jfp@dbcw.com

3. Should correspondence to Owner be a notification of violation of any provision of this Annexation Agreement, Owner shall have thirty (30) days in which to correct such violation. The thirty-day period shall begin at the time of the mailing of said notice.
4. The Parties hereto agree to cooperate in applying the provisions of this Agreement and to fulfill the intent of the provisions set forth herein.
5. The Parties agree that the Parties or their successors in title may enforce this Agreement in any court of competent jurisdiction, in an appropriate action at law or in equity, as provided in 65 ILCS 5/11-15.1-4, as amended, including the right of any of the Parties to seek specific performance of the terms of this Agreement.
6. Owner understands and agrees that the Subject Property shall be subject to any lawful fees enacted by the City with regard to development so long as said fees are uniformly applied in the City except for fees that the City elects to rebate to Owner pursuant to an annexation or development agreement.
7. In the event that LPC fails to acquire the Subject Property within 270 days of the date of this Agreement, then this Agreement shall be null and void without further action of the Parties and shall not thereafter be recorded against the Property.

(SIGNATURE PAGES TO FOLLOW)

SIGNED BY OWNER on the ____ day of _____, _____.

Name: LPC Ferry Road I, LP, a Delaware Limited Partnership

By:_____

Its:_____

SIGNED BY CITY OF AURORA on the ____ day of _____, _____.
CITY OF AURORA, an Illinois
Municipal Corporation

By: _____
Mayor

Attest: _____
City Clerk

ATTACHMENT "A"
LEGAL DESCRIPTION OF SUBJECT PROPERTY

LOT 15, TOGETHER WITH THAT PART OF PRAIRIE LANE (NOW KNOWN AS MERIDIAN ROAD) LYING EAST OF AND ADJOINING SAID LOT 15, TOGETHER WITH THAT PART OF SUNRISE ROAD LYING SOUTH OF AND ADJOINING SAID LOT 15, ALL IN ARTHUR T. MCINTOSH AND COMPANY'S FERRY ROAD FARMS, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 12, 1943 AS DOCUMENT NO. 455751, EXCEPT THAT PART, IF ANY, FALLING IN THE CITY OF NAPERVILLE, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as (address): 30W720 Sunrise Road, Naperville, Illinois 60540
Tax Parcel Numbers: 07-04-102-007 and 07-04-102-008

ATTACHMENT “B”

DISCLOSURE OF BENEFICIAL OWNERS

There are no beneficial owners of any land trust holding title to any portion of the Subject Property.