

EXHIBIT "A"

**ANNEXATION AGREEMENT FOR CYRUSONE
LOCATED SOUTH OF DIEHL ROAD, NORTH OF MOLITOR ROAD, BETWEEN
WHITE OAK CIRCLE AND EOLA ROAD
CONSISTING OF 22.47 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 CYRUSONE LLC, ("OWNER"). The City and Owner are referred to as "Party" or "Parties."

WITNESSETH:

1. The Owner is the record title holder of the subject property (the "Owner") consisting of approximately 22.47 acres legally described in Attachment "A-1", Attachment "A-2", Attachment "A-3" attached hereto (the "Subject Property").
2. The Owner has attached hereto as Attachment "C" 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.
3. The Parties to this Agreement desire that the Subject Property be annexed to the City of Aurora 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.
4. 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.
5. This Agreement is made pursuant to 65 ILCS 5/11-15.1-1 and 65 ILCS 5/7-1-1 of the Illinois Compiled Statutes.
6. 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/Developer Responsibility

1. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, successor Owners of record and/or Developers of the Subject Property, or any part thereof, which is the subject of this Agreement, and their heirs, executors, administrators, successors, assignees, lessees, devisees and upon any successor municipalities for a period of ten (10) 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-1", Attachment "A-2", Attachment "A-3" not later than ninety (90) days after the execution of this Agreement.
5. Owner agrees to petition and diligently pursue the Fox Valley 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 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.
8. Owner agrees to dedicate right-of-way for existing roadways on, through or adjacent to the Subject Property, at the time of petition for Final Plat of the Subject Property as specified herein.
9. Developer 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.
10. Developer 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.
11. Developer agrees that one-hundred percent (100%) of the public improvements costs required to serve the development to be constructed on the Subject Property shall be the Developer's responsibility.
12. Developer agrees that the cost of public improvements described in Section D as the "Developer's Responsibility" shall be constructed at one-hundred (100) percent the Developer's cost.
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 including private drives and cross-access easements 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-Developer/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.

14. Developer shall set up, or join an existing, not for Profit Corporation to act as the Homeowner's /Property Owner's Association requiring assessments to take care of storm water control facilities and any common area maintenance for the Subject Property including private drives and cross-access easements. Developer shall also establish covenants for the Subject Property which shall run with the land, said covenants shall require the Homeowner's/Property Owner's Association remain in perpetuity, establish assessments, and maintenance responsibilities. Developer agrees to set up/join said Association and record said covenants prior to the conveyance of any parcels to any non-Developer/Owner controlled person or entity.
15. Developer agrees for any residential units, if any, to satisfy the City's school and park donation requirements of the School/Park ordinance, if applicable to a parcel of the Subject Property, by the dedication of land or the payment of cash with the issuance of each building permit for that parcel of the Subject Property. Developer and City shall enter into the City's standard letter agreement at the time of Final Plat approval of each residential parcel specifying the exact payments to be made.
16. Developer agrees for any residential units, if any, to pay all lawful City school developmental impact fees in effect at the time application is made for any building permits, for the Indian Prairie School District 204, upon residential lots on the Subject Property.

SECTION B. Annexation, Zoning and City Responsibility

1. Subsequent to the approval of this Annexation Agreement, 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. 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.
3. Subsequent to Annexation the City agrees to adopt an ordinance classifying the portion of Subject Property identified in Attachment "A-1" as ORI Office, Research and Light Industry District, identified in Attachment "A-2" as OS -1 Conservation, Open Space and Drainage and identified in Attachment "A-3" as E Estate Single Family Detached Dwelling District and depicted on Attachment "B", established pursuant this Agreement.
4. City agrees that the dedication of land shall not be required for school or park purposes and that cash in lieu of land shall be paid at time of building permit issuance on a pro rata basis.

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-1", Attachment "A-2", Attachment "A-3" shall be governed by all of the requirements contained in the

Aurora Zoning Ordinance No. 3100.

3. Except as provided herein, the provisions of the Aurora Subdivision Control Ordinance 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 Aurora Subdivision Control Ordinance shall be applicable to the Subject Property.
4. A Preliminary Plan and Plat is required to be approved by the City Council on the entire Subject Property described in Attachment "A-1", Attachment "A-2", Attachment "A-3" prior to the approval of any Final Plan(s) and Plat(s) being approved for any part of said Subject Property.
5. Preliminary Plat(s) and Plan(s) and Final Plat(s) and Plan(s) may be submitted and approved simultaneously.
6. Final plats may be presented to the City for approval individually.
7. 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 and environmentally sustainable design and construction. Any subsequent Developer of the Subject Property agrees that any new structure(s) shall be designed and constructed to create a uniform theme architecturally with any structure(s) on adjacent properties that are a part of the Development, by incorporating common exterior façade elements and materials.
8. 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.
9. All codes and ordinances of the City of Aurora 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.
10. 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 Developer shall have no obligation to dedicate any right-of-way or make any improvements to Diehl Road. The Developer agrees that there shall not be direct access to Diehl Road from this property due to the close proximity to the Eola Interchange. Access to this property will be by cross access with the adjacent eastern property.
2. The public right of way to be dedicated for Molitor Road shall be established at 80 feet with a cross section of 39 feet of pavement width back to back with B6-12 curb and gutter. A five-foot (5') concrete sidewalk on the north side adjacent to the property line is required and shall be permitted within the public right of way up to 1 foot off the property line. DEVELOPER RESPONSIBILITY: Developer will dedicate 40 feet of right of way at time of petition for final plat of the Subject Property. Developer shall install the required roadway and sidewalk improvements as stated above at the time of building permit application. Said roadway and sidewalk improvements shall be completed prior to obtaining a

certificate of occupancy permit for the residential portion of the Subject Property.

3. A double-fed public water main system is required to provide adequate fire protection and water service for the Subject Property and each lot.
4. Development of the Subject Property requires that adequate storm and sanitary discharge plans, and other related plans, have been approved by the appropriate City of Aurora Department, or agency with responsible jurisdiction.
5. Wetland and/or floodplain mitigation shall be subject to review and approval by an appropriate outside agency within responsible jurisdiction.
6. 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. When, as and if said field tile is re-routed or damaged Owner and Developer shall repair all damaged field tile but shall not be required to use any tile of a type, kind or character other than is the same or equal to that presently used in the field tile in question. If the tile is run under any paved area, or within public right of way, then concrete tile must be used.
7. 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.
8. All improvements, buildings and structures shall be required to follow the Kane County Stormwater Ordinance requirements as adopted by the City.

SECTION F. Variations

1. Subsequent to Annexation the City agrees to adopt an ordinance to allow more than one principal building on a zoning lot in the ORI Office, Research and Light Industry pursuant this Agreement.

SECTION G. 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: Aurora Corporation Counsel

City of Aurora
44 East Downer Place
Aurora, Illinois 60507

If to the Owner/Developer: CyrusOne
Juan Vasquez, Senior Construction Manager
2905 Diehl Road
Aurora, IL 60502

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 5/11.1-4, as amended, including the right of any of the Parties to seek specific performance of the terms of this Agreement.
6. Owner and Developer understand and agree 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 developers pursuant to an annexation or development agreement.

(SIGNATURE PAGES TO FOLLOW)

Executed in Aurora, Illinois.

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

Name: _____

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

By: _____
Mayor

Attest: _____
City Clerk

ATTACHMENT "A-1"

LEGAL DESCRIPTION OF SUBJECT PROPERTY

Commonly known as (address): 32 W 130 Molitor Road
Tax Parcel Number: Portion of 07-07-200-009; 07-07-200-010

THAT PART OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 38 NORTH,
RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 24 IN WHITE OAK BUSINESS PARK - UNIT 3 SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 18, 1994 AS DOCUMENT NUMBER R1994-043550; THENCE NORTH 01 DEGREE 20 MINUTES 01 SECOND EAST, ALONG THE EAST LINE OF SAID WHITE OAK BUSINESS PARK - UNIT 3 SUBDIVISION, A DISTANCE OF 767.18 FEET; THENCE NORTH 79 DEGREES 01 MINUTE 45 SECONDS EAST, A DISTANCE OF 533.09 FEET; THENCE A DISTANCE OF 684.43 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTHWEST HAVING A RADIUS OF 1482.70 FEET, WHOSE CHORD OF 678.37 FEET BEARS SOUTH 49 DEGREES 37 MINUTES 27 SECONDS EAST; THENCE SOUTH 01 DEGREE 19 MINUTES 35 SECONDS WEST, A DISTANCE OF 223.09 FEET; THENCE SOUTH 78 DEGREES 55 MINUTES 58 SECONDS WEST, A DISTANCE OF 1072.78 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS, CONTAINING 642,142 SQUARE FEET OR 14.741 ACRES, MORE OR LESS.

ATTACHMENT "A-2"

LEGAL DESCRIPTION OF SUBJECT PROPERTY

Commonly known as (address): Vacant Land
Tax Parcel Number: Portion of 07-07-200-009

THAT PART OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 38 NORTH,
RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1 IN CYRUSONE
SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 17,
2017 AS DOCUMENT NUMBER R2017-009824; THENCE SOUTH 35 DEGREES 52
MINUTES 37 SECONDS EAST, ALONG THE EASTERLY LINE OF SAID LOT 1, A
DISTANCE OF 35.46 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 35
DEGREES 52 MINUTES 37 SECONDS WEST, A DISTANCE OF 561.00 FEET;
THENCE SOUTH 79 DEGREES 01 MINUTES 45 SECONDS WEST, A DISTANCE OF
533.09 FEET; THENCE NORTH 01 DEGREE 20 MINUTES 01 SECONDS EAST, A
DISTANCE OF 558.00 FEET; THENCE NORTH 89 DEGREES 25 MINUTES 20
SECONDS EAST, A DISTANCE OF 181.62 FEET TO THE POINT OF BEGINNING, IN
DUPAGE COUNTY, ILLINOIS, CONTAINING 186,286 SQUARE FEET OR 4.276
ACRES, MORE OR LESS.

ATTACHMENT "A-3"

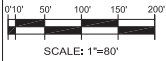
LEGAL DESCRIPTION OF SUBJECT PROPERTY

Commonly known as (address): Vacant Land
Tax Parcel Number: 07-07-202-005

THAT PART OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 38 NORTH,
RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 3 IN MOLITOR ESTATES
SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 16,
2007 AS DOCUMENT NUMBER R2007-187851; THENCE SOUTH 01 DEGREE 20
MINUTES 01 SECONDS WEST, A DISTANCE OF 7.02 FEET TO THE POINT OF
BEGINNING; THENCE NORTH 01 DEGREE 20 MINUTES 01 SECONDS EAST, A
DISTANCE OF 532.25 FEET; THENCE NORTH 78 DEGREES 55 MINUTES 55
SECONDS WEST, A DISTANCE OF 261.20 FEET; THENCE SOUTH 01 DEGREE 04
MINUTES 01 SECONDS WEST, A DISTANCE OF 572.50 FEET; THENCE SOUTH 87
DEGREES 48 MINUTES 22 SECONDS WEST, A DISTANCE OF 258.26 FEET TO THE
POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS, CONTAINING 141,697
SQUARE FEET OR 3.253 ACRES, MORE OR LESS.

ATTACHMENT "B"
LOCATION MAP



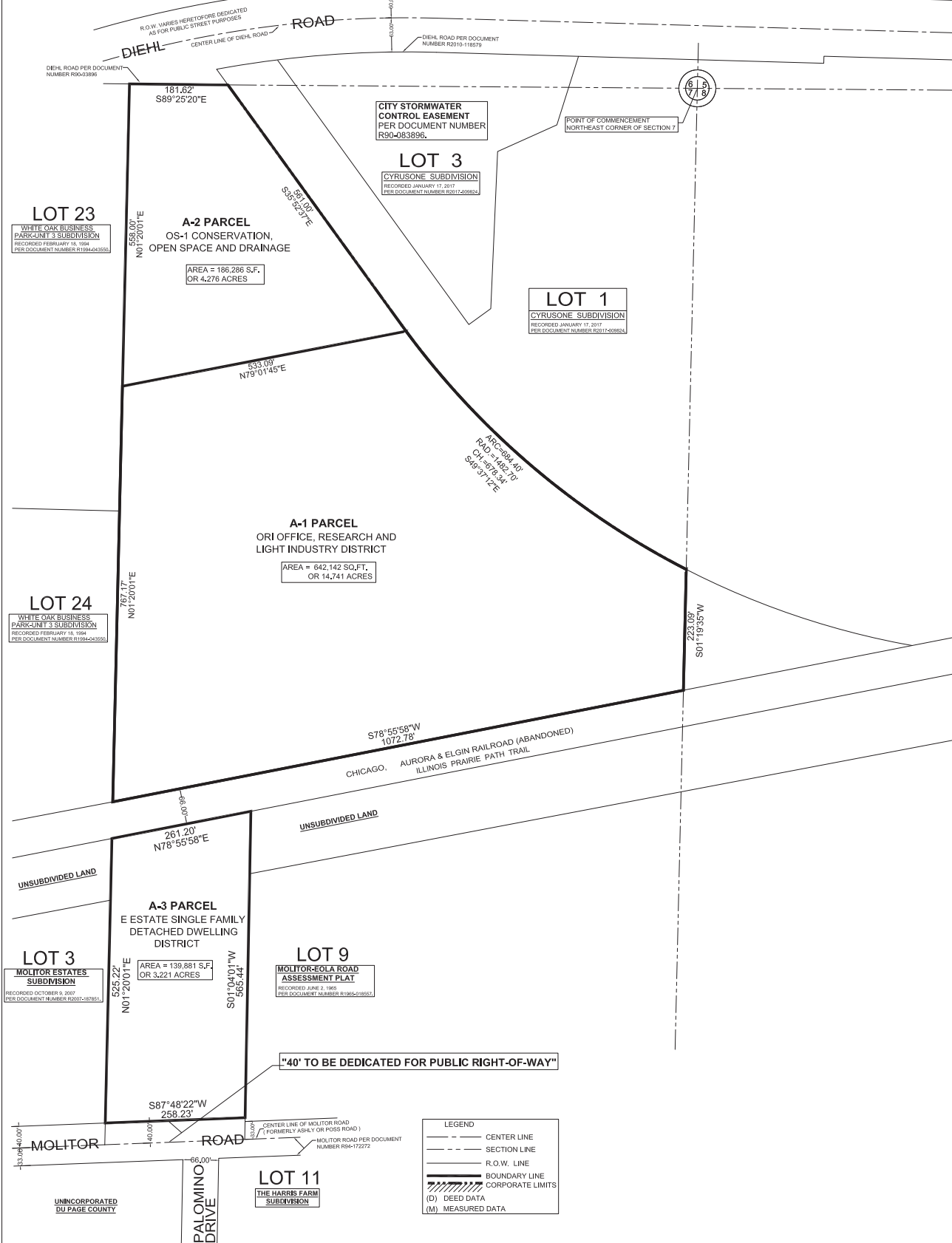
SCALE: 1"=80'

LOCATION MAP

City Resolution: _____

Passed on: _____

OF PART OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.



PROJECT No.: 2017-22946-10
ISSUE DATE: 7/28/17
SCALE: 1"=80'
SHEET NUMBER 1 OF 1

OWNER / PETITIONER:
CYRUSONE
JUAN VASQUEZ
2905 DIEHL ROAD
AURORA, IL 60502
PHONE: (331) 200 - 7954

PLAT PREPARED BY:
UNITED SURVEY SERVICE, LLC
CONSTRUCTION AND LAND SURVEYORS
2100 N. 15TH AVENUE, SUITE C, MELROSE PARK, IL 60160 - 1017
TEL.: (847) 299 - 1010 FAX: (847) 299 - 5887
E-MAIL: USURVEY@USANDCS.COM

NO.	REVISIONS	DATE
1		
2		
3		
4		
5		
6		

ATTACHMENT "C"

DISCLOSURE OF BENEFICIAL OWNERS

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