

[FOR RECORDER'S USE]

**SECOND AMENDMENT TO ANNEXATION AGREEMENT
PROLOGIS PARK (f/k/a DP Industrial, LLC Property)**

Date: As of _____, 2011

Parties: THE CITY OF ROCHELLE, an Illinois municipal corporation

and

PROLOGIS LAND LLC, a Delaware limited liability company

Property: approx. 300.28 acres south of Interstate 88 and east of Caron Road

Legal Description: see attached Exhibit A

Property Tax Identification Number(s):

25-31-401-001	25-32-301-001
25-31-401-002	25-32-301-002
25-31-201-001	25-32-301-003
25-31-201-002	25-32-201-002
25-31-201-003	25-32-201-004
25-32-201-003	25-32-201-005
25-32-200-012	25-32-201-006

Common Address: N/A

Prepared By and Return To:

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**SECOND AMENDMENT TO
ANNEXATION AGREEMENT**

This Second Amendment to Annexation Agreement (“Second Amendment”) entered into as of the _____ day of June, 2011, between the **City of Rochelle**, an Illinois municipal corporation (“the City”), and **ProLogis Land LLC**, a Delaware limited liability company, (“Developer”):

WITNESSETH

THAT WHEREAS, the City is a non-home rule municipal corporation organized under the laws of the State of Illinois, and has the power to enter into and amend annexation agreements, pursuant to the applicable provisions of the Illinois Municipal Code, including without limitation 65 ILCS 5/11-15.1-1 *et. seq.*; and

WHEREAS, the City and DP Industrial, LLC, previously entered into an Annexation Agreement on July 29, 2003, relating to certain property (“ProLogis Property”), which was recorded as Document No. 0313721 in the Office of the Ogle County Recorder on July 31, 2003 (“Annexation Agreement”); and

WHEREAS, the ProLogis Property was subsequently annexed into the City and zoned I-2 General Industrial; and

WHEREAS, Developer is the successor in interest to DP Industrial, LLC, under the Annexation Agreement; and

WHEREAS, the ProLogis Property was partially subdivided by a final plat of subdivision entitled ProLogis Park Rochelle – Unit One Plat of Subdivision recorded on April 8, 2011 in the Office of the Ogle County Recorder as document number 1102433 in Plat File E on Page 1 (“Subdivision Plat”); and

WHEREAS, the Subdivision Plat dedicated certain portions of the ProLogis Property to the City of Rochelle for purposes of a railroad right-of-way (“Railroad Right-of-Way”); and

WHEREAS, ProLogis subsequently sold a portion of the ProLogis Property, as so subdivided, to Nippon Sharyo Manufacturing, LLC, and retained ownership of the remainder of the ProLogis Property (“Remaining ProLogis Property”) as described on **Exhibit A**; and

WHEREAS, the Railroad Right-of-Way contains two (2) billboards which are existing non-conforming signs within the meaning of Section 110-665 of the Rochelle Municipal Code, and which the City intends to relocate to portions of the Remaining ProLogis Property upon which ProLogis will grant an easement for such purpose; and

WHEREAS, the Annexation Agreement was amended by an Amendment to Annexation Agreement dated April 8, 2011, recorded in the public records of the Office of the Ogle County Recorder, Oregon, Illinois, on April 11, 2011, as document 201101102465; and

WHEREAS, the parties have agreed to further amend the Annexation Agreement, as it relates to the Remaining ProLogis Property and the Railroad Right-of-Way, to allow for the continued existence of the billboards, and their eventual relocation notwithstanding provisions of the Rochelle Municipal Code to the contrary; and

WHEREAS, a public hearing upon this Second Amendment of Annexation Agreement was held by the corporate authorities on June 13, 2011, following notice by publication on May 29, 2011, as required by 65 ILCS 5/11-15.1-3; and

WHEREAS, the corporate authorities (the Mayor and City Council) of the City of Rochelle, after due and careful consideration, have concluded that the annexation and development of the Property on the terms set forth in the Annexation Agreement and this Second Amendment thereto would further the orderly growth of the City and serve the best interests of the citizens of the City; and

WHEREAS, by a favorable vote of at least two-thirds (2/3) of the corporate authorities then holding office, an ordinance has heretofore been adopted authorizing the execution and delivery of this Second Amendment;

NOW THEREFORE, the parties agree to amend the Annexation Agreement, as previously amended, as follows:

1. Waiver of Code Provisions. Any provisions of the Rochelle Municipal Code to the contrary notwithstanding, including without limitation Sections 110-665 and 110-678, the two (2) existing nonconforming billboards located in the Railroad Right-of-Way may remain so located until relocated by the City of Rochelle to easements within the Remaining ProLogis Property, and may remain within said easements thereafter until removed by the City of Rochelle.

2. Annexation Agreement in Full Force and Effect. Except as expressly amended by this Second Amendment, the terms of the Annexation Agreement, as previously amended, remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment to Annexation Agreement as of the date first above written.

CITY OF ROCHELLE, an Illinois municipal corporation (“City”)

By: _____
City Manager

Attest: _____
City Clerk

PROLOGIS LAND LLC, a Delaware limited liability company (“Developer”)

By: ProLogis, a Maryland real estate investment trust, its sole member

By: _____
Its: _____

CITY OF ROCHELLE

STATE OF ILLINOIS)
) ss.
COUNTY OF OGLE)

I, the undersigned notary public, do hereby certify that Meggon McKinley and Bruce McKinney, the City Manager and City Clerk, respectively, of the City of Rochelle, an Illinois municipal corporation, 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 acknowledged that they signed and delivered the said instrument in said capacity, pursuant to authority of the governing body of the City.

Given under my hand and official seal, this _____ day of _____, 20__.

(SEAL)

NOTARY PUBLIC

EXHIBIT A
(Legal Description – Remaining ProLogis Property)

PARCEL 1

PROLOGIS PARK ROCHELLE – UNIT ONE

LOT 2, AND OUTLOTS A, B, C, AND D, AND THE UNSUBDIVIDED PROPERTY SHOWN IN THE FINAL PLAT FOR PROLOGIS PARK ROCHELLE – UNIT ONE, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 31, THE NORTHWEST QUARTER OF SECTION 32 AND THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE PLAT OF WHICH IS RECORDED IN PLAT FILE E ON PAGE 1 AS DOCUMENT NO. 1102433 IN THE RECORDER'S OFFICE OF OGLE COUNTY, ILLINOIS, SITUATED IN DEMENT TOWNSHIP, OGLE COUNTY, ILLINOIS.

PARCEL 2

THE SOUTHWEST QUARTER OF SECTION 32, IN TOWNSHIP 40 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN OGLE COUNTY, ILLINOIS, EXCEPTING THE FOLLOWING DESCRIBED TRACT OF LAND: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, 1331.40 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED TRACT OF LAND; THENCE CONTINUING EAST ALONG SAID NORTH LINE, 317.06 GRRY; YHRNVR DOUYH 264.00 FEET; THENCE WEST PARALLEL WITH SAID NORTH LINE, 317.06 FEET; THENCE NORTH 264.00 FEET TO THE POINT OF BEGINNING. ALSO EXCEPTING THE FOLLOWING DESCRIBED TRACT OF LAND: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, 1648.46 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED TRACT OF LAND; THENCE CONTINUING EAST ALONG SAID NORTH LINE, 189.23 FEET; THENCE SOUTH 409.00 FEET; THENCE WEST PARALLEL WITH SAID NORTH LINE, 189.23 FEET; THENCE NORTH 409.00 FEET TO THE POINT OF BEGINNING, ALL SITUATED IN OGLE COUNTY, ILLINOIS.

PARCEL 3

PART OF THE SOUTHEAST QUARTER OF SECTION 31 IN TOWNSHIP 40 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 31; THENCE SOUTH 1 DEGREE 01 MINUTES 33 SECONDS EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 2651.19 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 88 DEGREES 43 MINUTES 25 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 268.57 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN RAILROAD; THENCE NORTH 16 DEGREES 21 MINUTES 46 SECONDS WEST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 2697.35 FEET TO THE BEGINNING OF A SPIRAL CURVE; THENCE NORTH 16 DEGREES 40 MINUTES 21 SECONDS WEST ALONG THE CORD OF THE SAID SPIRAL CURVE, A DISTANCE OF 47.98 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 88 DEGREES 41 MINUTES 37 SECONDS EAST ALONG SAID NORTH LINE, A DISTANCE OF 994.96 FEET TO THE POINT OF BEGINNING, EXCEPT THE WESTERLY 100.00 FEET THEREOF, ALL IN DEMENT TOWNSHIP, OGLE COUNTY, ILLINOIS.