



Reviewed By:	
Legal	<input checked="" type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input checked="" type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Community Development	<input checked="" type="checkbox"/>
Purchasing	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Planning and Zoning Commission #1

Tracking Number

PZC 2024-15 & EDC 2024-41

Agenda Item Summary Memo

Title: C-1 Yorkville (Cyrus One) – PUD & Preliminary Plan

Meeting and Date: City Council – July 9, 2024

Synopsis: Approval of a proposed Planned Unit Development (PUD) and Preliminary PUD
Plan for a data center campus

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Krysti J. Barksdale-Noble, AICP Community Development
Name Department

Agenda Item Notes:

The attached packet material is a revised memo and PUD agreement of the packet material
that was posted on Wednesday, July 3, 2024.



Memorandum

To: City Council
From: Krysti J. Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Sara Mendez, Planner I
Date: July 8, 2024
Subject: **PZC 2024-15 Cyrus One – Planned Unit Development & Preliminary Plan**
Proposed Data Center Campus and On-Site Substation Development

UPDATE:

The attached updated draft Planned Unit Development (PUD) Agreement clarifies the provisions of the roadway improvements. According to the proposed revisions, when the City finalizes the contract for Road Improvements on Faxon and Beecher Roads, it will provide the Developer with a copy of the contract and an invoice for the Developer's share of the cost, minus any third-party contributions and non-developer costs. The Developer's share, plus a 15% contingency, forms the Pre-Construction Estimate, which the Developer must pay within 30 days.

Upon substantial completion of the roadwork, the City will provide a final accounting, crediting 115% of the cost for the final surface course. If the actual costs are lower than the Pre-Construction Estimate, the City will reimburse the Developer; if higher, the Developer must pay the difference within 30 days. Additionally, it has been agreed that should additional right-of-way or the relocation of utility poles be needed as part of the roadway construction, the developer shall not be responsible for those costs.

Attached are the redlined version of the PUD agreement, as well as a clean copy for consideration by the City Council. The developer and staff will be available at Tuesday night's meeting should you have any questions.

Planned Unit Development
Agreement By and Between The
United City of Yorkville and
C1 Yorkville LLC

This Planned Unit Development Agreement by and between the United City of Yorkville, Kendall County, Illinois and C1 Yorkville, LLC, a limited liability company of the State of Delaware is entered into this ____ day of _____, 2024.

Article 1. Preambles

1.1 The United City of Yorkville, Kendall County, Illinois (the “City”) is a duly organized and validly existing non-home rule municipality pursuant to the 1970 Constitution of the State of Illinois and the laws of the State.

1.2 The Project. C1 Yorkville LLC, a limited liability company of the State of Delaware (the “Developer”) is the contract purchaser of 228.93 acres located at the northeast corner of Eldamain and Faxon Road, identified as parcel numbers 02-18-300-001, -002, -003, and -004; 02-19-100-004 and -005; and 02-18-400-004 (collectively the “Subject Property”) upon which the Developer intends to develop a secured data center campus (the “Project”). The Project is generally depicted on the site plan attached hereto as Exhibit A (the “Site Plan”) and consists of nine buildings, six stormwater basins and an onsite electrical substation to be constructed in phases over a period of up to twenty (20) years.

1.3 Zoning. The Subject Property is zoned M-2 General Manufacturing District. A data center and an electrical substation are permitted “Energy Industrial Uses” in the M-2 District.

1.4 The Planned Unit Development. Under the City’s Unified Development Ordinance (“UDO”), any development encompassing four (4) or more acres shall be approved as a planned unit development. The Developer has submitted an application for a special use planned unit development for the Project (the “Application”). The Application includes thirteen proposed variations which may be allowed under the UDO if (i) such deviations are compatible with surrounding development and, (ii) such deviations are justified through the provision of tangible benefits to the City. The City has reviewed the Application and found it to be complete and consistent with the purpose and intent of the planned unit development regulations. The Project requires the extension of a watermain and sanitary sewer service to the Subject Property thereby benefiting future development within the City and the Project is compatible with the surrounding agricultural use, distribution center and ComEd transfer station.

Article 2. Development Standards

2.0 PUD Approval. The City has reviewed the Developer’s Application and found it to be complete. The Project is consistent with the purpose and intent of the planned unit development regulations; facilitating a unified development that is consistent with the City’s plans and policies for industrial development in the Eldamain Road corridor. The Project includes the construction of regional utility improvements that provide tangible benefits to the City, thereby providing necessary justification for the modifications to standards as required under the UDO. The Project

meets the standards for the approval of a special use, the additional standards of review for a planned unit development, and the standards for approval of variations under the planned unit development. The City hereby approves a special use for a planned unit development with specified variations for the Subject Property as generally depicted on the Site Plan, subject to the terms more specifically herein set forth.

2.1 Energy Industrial Uses. A data center is classified as an “Energy Industrial Use” pursuant to Table 10-3-12(B) of the UDO. Section 10-4-10 of the UDO is reserved for additional regulations applicable to Energy Industrial Uses. The Developer has requested and the City hereby agrees that any future standards adopted to further regulate Energy Industrial Uses shall be waived and not applicable to the Subject Property.

2.2 Terms for Construction. The Developer has advised the City of its intent to construct the Project over a twenty (20) year period and has submitted a preliminary phasing plan to the City, attached hereto as Exhibit B (the “*Phasing Plan*”). The City hereby approves the Phasing Plan. Developer’s reimbursement of the City for construction costs associated with the public utility improvements necessary to facilitate the Development of the Subject Property, which shall occur pursuant to the terms of a separate agreement by and between the Parties, shall satisfy any timing obligation of Developer under the UDO to apply for final plat or plan approvals, to apply for a building permit, or otherwise.

2.3 Building Setbacks. The Developer has requested and the City hereby approves modification of required building setbacks as established by the UDO for the Subject Property. Setbacks shall apply only to the perimeter of the Subject Property with Eldamain Road being deemed the “front yard” and Beecher Road being deemed the “rear yard”. The front yard setback shall be one hundred fifty (150) feet from the existing Eldamain Road right-of-way. The rear yard setback shall be sixty (60) feet from the Beecher Road right-of-way. The side yard setback, measured to the north and south lines of the Subject Property, shall be fifty (50) feet. In anticipation of possible resubdivision of the Subject Property into individual lots, the City agrees to a zero (0) lot line for all structures to be platted within the interior of the Subject Property. Moreover, the City hereby agrees that lots within the PUD shall not be required to abut a public street. The building setbacks established in this paragraph shall apply exclusively to buildings. Fences, signage, drive aisles, parking spaces, and other improvements to the Subject Property are expressly permitted within the defined setbacks.

2.4 Parking Requirements. Pursuant to the City’s UDO, .3 parking spaces are required per 1000 square feet net floor space for industrial developments. The City hereby grants the Developer’s request of .2 parking spaces per 1000 square feet net floor area. Developer may pay a fee-in-lieu of constructing required parking spaces, provided that the total number of parking spaces at build-out is not less than four hundred (400) (inclusive of ADA spaces) and that a minimum of ten (10) parking spaces are equipped with electrical vehicle charging stations. Any fee-in-lieu of parking shall be based on the number of spaces not constructed, shall be consistent with prevailing fees charged by the City, and shall be payable as a condition to the issuance of the building permit for the ninth building.

2.5 Access to the Subject Property. The City Engineer has approved and the City hereby agrees to the Developer’s proposal for two (2) points of access to the Subject Property, one (1)

off of Eldamain and one (1) off of Faxon Road, as generally depicted on the Site Plan. The Project shall be developed with private roads or private drive aisles which may be secured to restrict access into/through the Subject Property. The City hereby waives requirements for vehicular cross access in light of the private roads and secured nature of the campus as depicted on the Site Plan. Where access is gated or otherwise restricted, Developer shall work with emergency service providers to ensure access via a Knox box or such other means as may be agreed upon between the parties.

2.6 Pedestrian Circulation. The City's UDO requires connections between off-street parking, on-site pedestrian circulation systems, and existing and future planned trails. The Project shall incorporate walkways between parking areas and building entrances within the Subject Property. The City hereby waives any requirement with respect to public access or external pedestrian connections in light of the private roads and secured nature of the campus as depicted on the Site Plan.

2.7 Off Street Loading. No more than one (1) loading space shall be required per building.

2.8 Landscaping. The City's UDO establishes standards for landscape improvements for the Project. In light of the secured nature of the campus, the Parties have agreed to emphasize external Transition Zone plantings in lieu of other planting requirements internal to the Subject Property. Along Eldamain, Faxon, and Beecher roadway frontages, the Developer shall install landscape material consistent with the Transition Zone Type D Standards as generally depicted on the Landscape Plan attached hereto as Exhibit C (the "*Landscape Plan*"). The Parties acknowledge and agree that the aforementioned Transition Zone landscape standards are above and beyond the requirements of the UDO and in light of Developer's agreement to install said Transition Zone landscaping, the City hereby waives all other landscape requirements under Section 10-5-3 of the Code.

2.9 Mechanical Screening and Fencing. In light of the setbacks and the landscape screening that Developer has voluntarily incorporated into the Project, the City hereby agrees to waive visual screening requirements pursuant to Section 10-5-4 of the UDO. Notwithstanding the foregoing, the Parties acknowledge and agree that the Project is subject to the requirements of the City's Noise Ordinance, Title 4, Chapter 4 of the City Code. As a condition to the issuance of a Building Permit for each building, the Developer shall submit to the City a sound study to be reviewed by a third-party sound engineer hired by the City. The sound study shall evaluate the proposed mechanical equipment for each building and model sound levels as regulated by the Noise Ordinance. The City shall have no obligation to issue a Building Permit until the applicable sound study identifies necessary and appropriate sound attenuation, if required, necessary to comply with the Noise Ordinance. The Developer shall be required to install sound attenuation as may be required by the sound study to comply with the Noise Ordinance.

2.10 Lots; Street Design. The City hereby waives the requirement in Section 10-7-2 of the UDO that all lots shall front or abut on a public street. The City also waives the street design standards set forth in Section 10-7-3 of the UDO. Said waivers are granted in consideration of the security contemplated for the Project and the restricted nature of access internal to the Subject Property. Due to the restricted nature of access to the Project, the City reserves the right to issue a single site address for the Subject Property off Eldamain Road.

2.11 Appearance Standards. The Developer has submitted prototype building elevations for the Project, a copy of which is attached hereto as Exhibit D (the "*Building Elevations*"). The Building Elevations are representative of architectural design and building materials to be utilized for the Project but are not intended to be an exact depiction of any building that may be constructed as part of the Project. The Developer shall provide updated elevations with any application for final plat or at such time as Developer submits for a Building Permit, as may be applicable. The City shall approve updated elevations which are consistent with the quality and character of the Building Elevations. The City hereby waives the requirements of Section 10-5-8-c-4b.(2) of the UDO requiring recesses, projections, windows, and other ornamental/architectural features due to the setbacks of the buildings from the abutting roads and the Developer's obligations for the landscaping as provided in Section 3.2.

2.12 Signage. The Developer shall install a monument sign on Eldmain Road at the entrance to the Project. The Developer may install a monument sign on Faxon Road at the entrance to the Project. The monument signs shall comply with the requirements of Section 10-6 of the UDO. Developer may install wall signs as permitted under Section 10-6 of the UDO.

2.13 Lighting. The Developer agrees to submit to the City for its approval a photometric plan along with manufacturer's cut sheets of the proposed lighting standards to be installed within the parking area of the Subject Property. The photometric plan shall be provided with any application for final plat or at such time as Developer submits for a Building Permit, as may be applicable. The Project shall be required to comply with applicable outdoor lighting standards pursuant to Section 10-5-7 of the UDO.

Article 3. Developer Obligations

3.1 Permits. The Developer covenants and agrees to obtain all required permits for the development of the Project and to construct all improvements in accordance with applicable City ordinances and all permits as issued. The Developer further agrees to obtain all approvals and permits from any other governmental units or agencies as may be required in connection with the construction and operation of the Project.

3.2 Engineering and Roadway Reconstruction. Under the UDO the Developer is responsible for rebuilding Faxon Road ("Faxon Road Improvements") and Beecher Road ("Beecher Road Improvements") across the frontage of the Subject Property (collectively the "Road Improvements"). The Road Improvements shall be constructed pursuant to the cross section attached hereto as Exhibit E. A preliminary cost estimate for the Road Improvements is attached hereto as Exhibit F. In lieu of Developer completing the design and physical construction of said Road Improvements, the City has agreed to design and construct the Road Improvements subject to Developer's payment of the costs incurred by the City. reimbursement of actual costs from Developer. The City's actual costs shall mean the cost of engineering design and construction of the Road Improvements less any sums contributed by a third party toward completion of improvements to the same section of roadway.

The City shall ~~let a contract for engineering design of the Road Improvements, and~~ complete construction of the Road Improvements, less the surface course, by August 31, 2025. Upon execution of the contract for the engineering design of the Roadway Improvements the City shall send notice of same along with a copy of the design contract to Developer. Developer shall pay to the City the cost of the engineering design for the Road Improvements within thirty (30) days of receipt of the contract therefor. ~~In the design of the Roadway Improvements, t~~he City agrees to use best efforts to design the Road Improvements to minimize disturbance of existing utilities (i.e. ComEd poles on Beecher Road) and without requirement for additional right-of-way acquisition. Should the City incur costs associated with the acquisition of right-of-way or should the City incur costs with respect to relocation of existing utilities, the Developer shall not be responsible for said costs. The City shall provide Developer a courtesy copy of 30% design drawings for the Road Improvements ~~and~~ of the 90% design drawings along with an updated estimate of construction costs for each.

When the City finalizes the contract for construction of the Road Improvements the City shall provide Developer a copy of the final construction contract and an invoice for Developer's share of the anticipated cost to construct the Road Improvements. The invoice shall reflect the contracted cost for construction of the Road Improvements less: i) sums contributed by a third party toward construction of improvements to the same section of roadway; and ii) any costs for which Developer is not responsible (the product of which calculation is the "Developer's Road Cost"). The Developer's Road Cost shall be multiplied by 115% to account for contingencies (the "Pre-Construction Estimate"). Developer shall pay the Pre-construction Estimate to the City within 30 days of the receipt of the invoice therefore.

The City's construction of the Road Improvements shall be "Substantially Complete" upon installation of the binder course. Upon Substantial Completion, the City shall provide Developer an accounting of final costs associated with its construction of the Road Improvements (the "Final Accounting"). The Final Accounting shall include 115% ~~a credit for~~ of the cost to be incurred for the installation of the final surface course. If the Final Accounting, including the 115% for the cost for the final surface course, shows that the Pre-Construction Estimate paid by Developer was greater than the actual costs incurred by the City for the Developer was responsible, then the City shall reimburse Developer the difference. If the Final Accounting shows that the Pre-Construction Estimate paid by Developer was less than the actual costs incurred by the City for which Developer was responsible, then the City shall issue a final invoice reflecting the balance due from Developer and Developer shall remit payment therefore within thirty days.

(c) Eldamain Road. Eldamain Road is under the jurisdiction of Kendall County. Developer shall secure a permit from Kendall County for the construction of necessary road improvements at the intersection of Eldamain Road and the primary entrance to the Subject Property. Said road improvements to be permitted by Kendall County shall be constructed pursuant to the schedule required by Kendall County. The City anticipates that the County will required a traffic impact study to permit the access off Eldamain. In the event that a traffic impact study is required, Developer shall provide the City a courtesy copy of the study and any revisions to the study.

3.3 Dedications. The City acknowledges that it has already secured necessary and appropriate right-of-way dedications associated with the development of the Subject Property. The City agrees that it shall not require any additional right-of-way dedications associated with the development of the Subject Property. The City makes no representation with respect to any right-of-way dedication that may be required by Kendall County associated with the improvement of Eldamain Road.

3.4 Maintain Improvements in Good and Clean Condition. The Developer shall maintain the Subject Property in reasonably good and clean condition at all times during the development by the Developer, which shall include promptly removing all mud, dirt, and debris that is deposited on any street, sidewalk, or other public property in or adjacent to the Subject Property by the Developer or any agent of or contractor hired by, or on behalf of the Developer and repair any damage to any public property that may be caused by the activities of Developer or any agent of or contractor hired by, or on behalf of, the Developer.

3.5 No Liability for City Review. Developer acknowledges and agrees that (i) the City is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the City's review and approval of any plans or improvements or as a result of the issuance of any approvals, permits, certificates, or acceptances for the development of the Project or use of any portion of the Subject Property or the improvements and (ii) the City's review and approval of any plans and the issuance of any approvals, permits, certificates, or acceptances does not, and shall not, in any way be deemed to insure Developer, or any of its successors, assigns, tenants, or licensees, or any third party, against violations or damage or injury of any kind at any time.

3.6 Hold Harmless and Indemnification. Developer shall hold harmless the City, and all of its elected, appointed officials, and employees (collectively the "City Parties") from any and all third-party claims that may asserted against the City Parties in connection with (i) the City's review and approval of any plans or improvements or (ii) the City's issuance of any approval, permit or certificate.

Article 4. City Obligations

4.1 Challenges. In the event of any challenge to the City's annexation or zoning of the Subject Property, the City agrees that, in cooperation with the Developer, the City shall undertake such process as is necessary and appropriate to correct any deficiency associated with the annexation or zoning of the Subject Property. In such event, the City agrees that the Parties shall not be required to await adjudication of any such challenge, but that the Parties should proactively undertake such process as is necessary to reapprove the annexation and zoning on terms consistent with the approvals set forth herein.

4.2 City Assistance. The City agrees to cooperate and provide any reasonable assistance requested by Developer in applying for and obtaining any and all approvals or permits necessary for the development of the Subject Property as long as the Developer reimburses whatever costs and expenses the City incurs in providing assistance. The City will cooperate with Developer's specified vendors to assert applicable tax exemptions relating to purchase of materials to be incorporated into the public improvements, consistent with the Illinois Department of Revenue

Regulations, the Retailers' Occupation Tax and with all requirements of law (including providing the City's form tax exempt letter as may be required).

4.3 UDO Freeze. For the term of this Agreement no amendment to the UDO which imposes more stringent requirements on the development or use of the Subject Property shall be applicable to the Subject Property. Upon the expiration of this Agreement pursuant to terms set forth in this Agreement, the Subject Property shall be governed by the underlying M-2 zoning as modified by the approved planned unit development and shall be subject to the prevailing terms of the City's Code.

4.4 Equal Treatment. The City acknowledges that Developer is making a substantial up-front investment in the Subject Property in consideration of the rights herein granted to construct multiple buildings on the Subject Property over a twenty (20) year period. While the City will not freeze permit fees or building codes applicable to the Subject Property, the City hereby agrees not to impose new fees, requirements, or code provisions which would uniquely burden (i.e. not generally applicable to other commercial users) Developer's intended development, use, and operation of the Subject Property or the development, use and operation of data centers in general.

4.5 Certificate of Occupancy. The City shall issue a certificate of occupancy for each building constructed on the Subject Property when the building is fully capable of being served by sanitary sewers, storm sewers, water main, public/private roads, natural gas (as may be applicable), and electric utilities, and is otherwise in conformance with City Codes and other applicable state laws, and all applicable fees have been paid. The City agrees to issue temporary or conditional occupancy permits in the event that weather conditions prohibit the installation of certain subdivision improvements such as sidewalks, private drive aisles, and required landscaping.

Article 5. Term

The term of this Planned Unit Development Agreement commences and will be in full force and effect upon its execution by the parties and terminate on the first to occur: (i) development of all acreage of the Subject Property per Site Plan; or, (ii) the twentieth anniversary of the issuance by the City of the first Building Permit for the Subject Property.

Article 6. Notices

Notices. All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof (a) when delivered in person on a business day at the address set forth below, or (b) on the third business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage prepaid, certified or registered mail, returned receipt requested, at the address set forth below, or (c) by email transmission, when transmitted to email address set forth below, when actually received provided that any email transmission shall be accompanied by a delivery of a written notice via first class mail to the addresses below.

Notices and communications to Developer shall be addressed to, and delivered at, the following addresses:

With a copy to:

C1 Yorkville, LLC
2820 N. Harwood Street, Suite 2200
Dallas, Texas 75201
Attn: Legal Department

Russell G. Whitaker III
Rosanova and Whitaker, Ltd.
445 Jackson Ave., Suite 200
Naperville, Illinois 60540

C1 Yorkville, LLC
Attn: Legal Department
2820 N. Harwood Street, Suite 2200
Dallas, Texas 75201

Notices and communications to the City shall be addressed to and delivered at these addresses:

With a copy to:

United City of Yorkville
651 Prairie Pointe
Yorkville, Illinois 60560
Attn: City Administrator

Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.
1804 N. Naper Blvd., Ste. 350
Naperville, Illinois 60563
Attn: Attorney Kathleen Field Orr

By notice complying with the requirements of this Section, each party shall have the right to change the address or addressee, or both, for all future notices and communications to such party, but no notice of a change of address or addressee shall be effective until actually received.

Article 7. Mutual Understandings

7.0 Violations. In the event of a material breach of this Agreement, the Parties agree that the defaulting Party shall have thirty (30) days after notice of said breach to correct the same or diligently commence to cure said breach prior to the non-breaching Party's seeking of any remedy provided for herein. However, any breach by Developer reasonably determined by the City to involve health or safety issues may be the subject of immediate action by the City without notice of thirty (30) day delay. The failure of the Parties to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any Party's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

7.1 Amendments. This Agreement and the zoning applicable to the Subject Property may not be amended without the mutual consent of the Parties. Any amendment to the terms, covenants

and agreements as set forth in this Planned Unit Development Agreement shall be in accordance with the provisions of Section 10-8-8G of the UDO which provides as follows:

G. Amendments to Approved Planned Unit Development.

1. **Determination of Level of Change.** Upon receiving a Planned Unit Development Amendment application, the Zoning Administrator shall determine whether the amendment is a major amendment, or a minor amendment based on the criteria detailed in Section 10-8-8(G)(2) below.
2. **Major Amendment.** A major amendment is any proposed change to an approved Planned Unit Development that results in one or more of the following changes:
 - a. More than a ten percent (10%) increase in the square footage of the buildings;
 - b. Any structure greater than 100' in height;
 - c. Except as other set forth above, any deviation from the site data standards set forth on the Site Plan.
 - d. Any deviation from applicable provisions of the UDO;
3. **Minor Amendment.** A minor amendment is any proposed change to an approved Planned Unit Development that is consistent with the standards and conditions upon which the Planned Unit Development was approved, which does not alter the concept or intent of the Planned Unit Development and is not considered a major amendment as detailed in Section 10-8-8(G)(2).
4. **Approval Processes.**
 - a. **Major Amendment.** A major amendment to an approved Planned Unit Development shall follow the procedure set in Section 10-8-8(F) of the UDO.
 - b. **Minor Amendment.**
 - (i) **Zoning Administrator Review.** The minor amendment shall be reviewed and approved by the Zoning Administrator.

7.2. Governing Law. This Planned Unit Development Agreement and the terms, provisions, and conditions herein shall be governed by and construed and enforced in accordance with the laws of the State of Illinois and if enforced by judicial proceedings, the parties agree that such proceedings shall be conducted in the Circuit Court of Kendall County, Illinois.

7.3 Counterparts. This Agreement is to be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute the same instrument.

7.4 Force Majeure. In the event the performance of any covenant to be performed hereunder by a Party is delayed for causes which are beyond the reasonable control of the Party responsible for such performance (which causes shall include, but not be limited to, acts of God; inclement weather conditions; global pandemic; strikes; material shortages; lockouts; the revocation, suspension, or inability to secure any necessary governmental permit, other than a City license or permit; and any similar case), the time for such performance shall be extended by the amount of time of such delay.

7.5 Successor and Assigns. This Agreement shall inure to the benefit of, and be valid and binding upon, the Parties and their successors and assigns for the term of the Agreement. It is understood and agreed by the Parties hereto that in the event any part of the Subject Property is sold or conveyed at any time during the term of this Agreement, all unaccrued obligations and responsibilities of the prior title holder to said part of the Subject Property conveyed shall be released and be assumed by such purchaser of the part of the Subject Property conveyed, and the prior title holder shall be fully released from all unaccrued obligations which relate thereto. Notwithstanding the foregoing, the City shall not be required to release any Surety until the successor owner has posted replacement Surety for the improvement obligations being assumed by said successor owner, which Surety shall be in a form and amount acceptable to the City. In the event that part of the Subject Property is to be conveyed, the respective owners may enter into an agreement parsing respective obligations under this Agreement between the respective owners and the City shall not unreasonably withhold its consent to any such agreement.

7.6 Severability. Should any provision of this Agreement or application thereof to any party or circumstance be held invalid, and such invalidity does not affect other provisions or applications of this Agreement which can be given effect without the invalid application or provision, then all remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below their respective signatures, to be effective as of the Effective Date.

United City of Yorkville

Attest:

By: _____
Mayor

By: _____

Date: _____, 2024

C1 Yorkville, LLC

By: _____

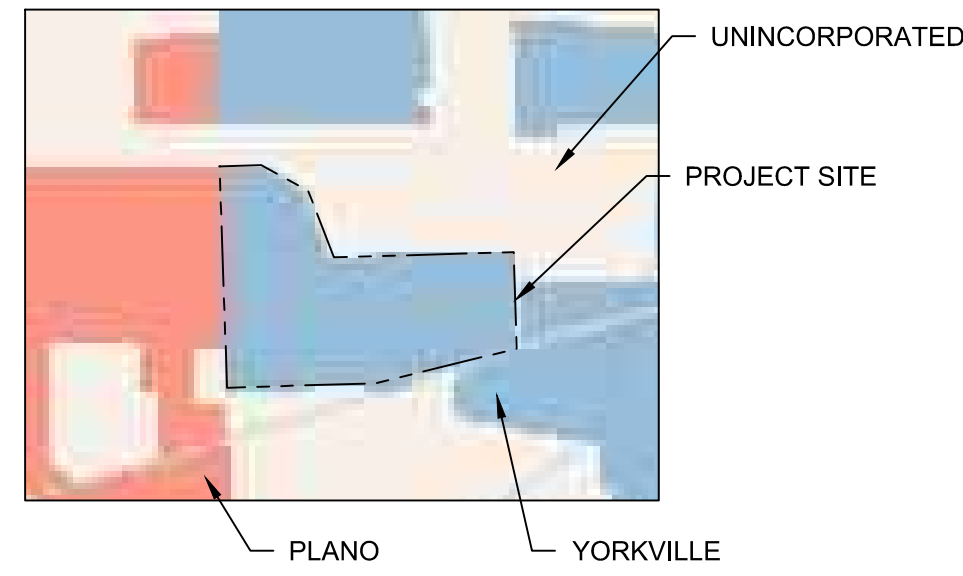
Date: _____, 2024

EXHIBIT LIST

Exhibit A-	Site Plan
Exhibit B-	Phasing Plan
Exhibit C-	Landscape Plan
Exhibit D-	Building Elevations
Exhibit E-	Roadway Cross Section
Exhibit F-	Road Improvement Cost Estimate

Exhibit A

MUNICIPAL BOUNDARIES



SITE DATA

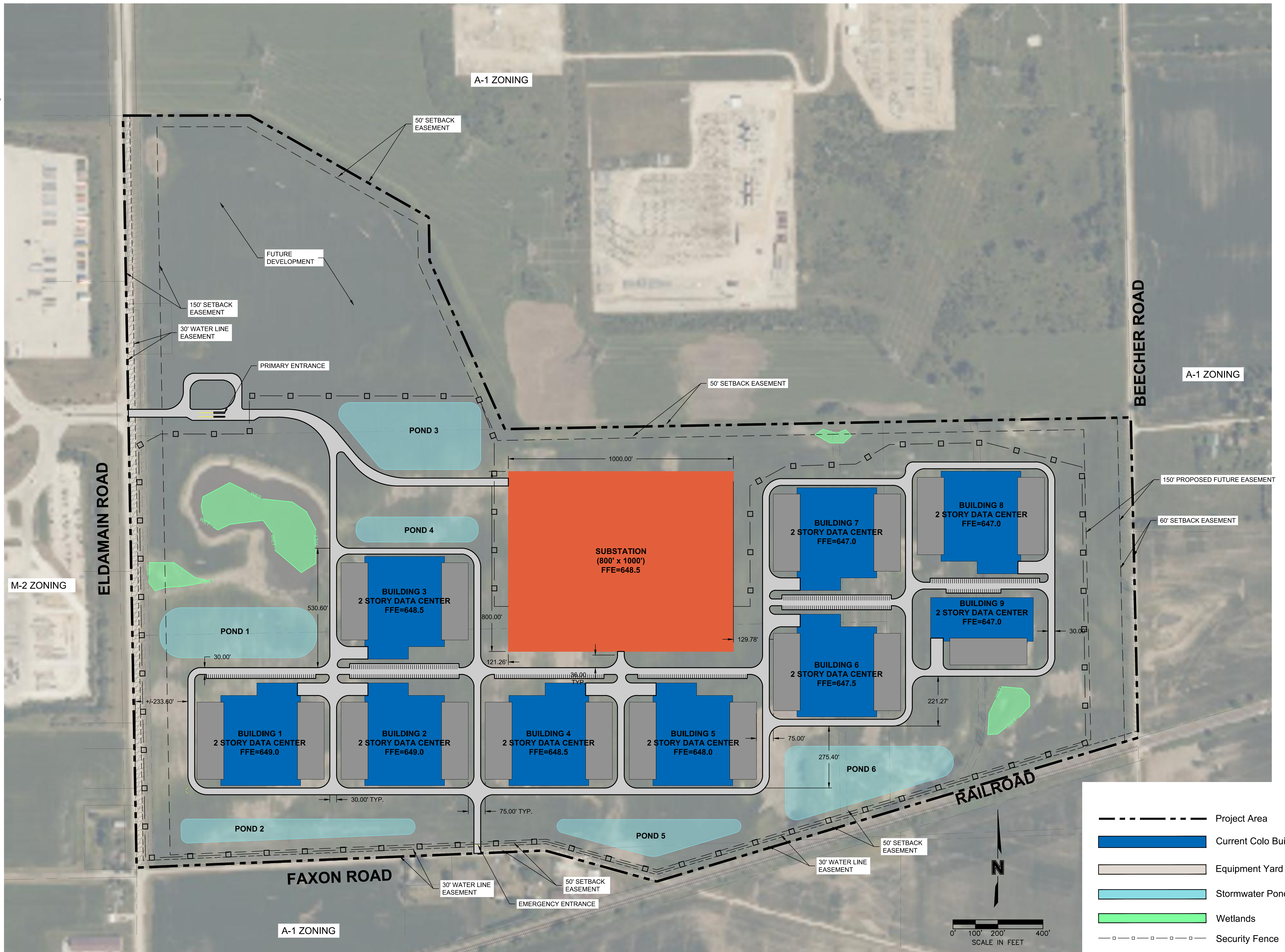
TOTAL SITE AREA	9,956,767.47 SF (228.57 AC +/-)
MAX BUILDING HEIGHT	N/A
SETBACKS*	
FRONT (WEST) REQUIRED	25'-0"
FRONT (WEST) PROVIDED	150'-0"
REAR (EAST) REQUIRED	0'-0"
REAR (EAST) PROVIDED	60'-0"
SIDE (N + S) REQUIRED	20'-0"
SIDE (N + S) PROVIDED	50'-0"
TRANSITIONAL SIDE	N/A
*SETBACKS APPLY ONLY TO THE PERIMETER OF THE PROPERTY. IN THE EVENT THAT THE PROPERTY IS RESUBDIVIDED, THERE SHALL BE NO SETBACKS APPLICABLE TO INTERNAL LOT LINES.	
PARKING	
DATA CENTER PARKING RATIO	0.2 SPACES PER 1,000 SF
REQUIRED PARKING (# SPACES)	490
PROVIDED PARKING (# SPACES)	432
ACCESSIBLE PARKING REQUIRED (# SPACES)	9
ACCESSIBLE PARKING PROVIDED (# SPACES)	27
COVERAGE	
MINIMUM LOT SIZE	N/A
MAXIMUM BUILDING COVERAGE	85%
PROVIDED BUILDING COVERAGE	12.3%
MAXIMUM SITE COVERAGE	85%
PROVIDED SITE COVERAGE	35.6%
MAXIMUM MAX FAR	85%
PROVIDED SITE COVERAGE	24.6%

BUILDING AREAS

BUILDING #	SIZE	HEIGHT (TOP OF BUILDING)	HEIGHT (TOP OF EQUIPMENT)
BUILDING 1	287,400 SF	55'-0"	70'-0"
BUILDING 2	287,400 SF	55'-0"	70'-0"
BUILDING 3	287,400 SF	55'-0"	70'-0"
BUILDING 4	287,400 SF	55'-0"	70'-0"
BUILDING 5	287,400 SF	55'-0"	70'-0"
BUILDING 6	287,400 SF	55'-0"	70'-0"
BUILDING 7	287,400 SF	55'-0"	70'-0"
BUILDING 8	287,400 SF	55'-0"	70'-0"
BUILDING 9	152,000 SF	55'-0"	70'-0"
TOTAL	2,451,200 SF	N/A	N/A

Proposed Phasing Schedule

Phase	Building#	Stormwater Pond Serving Phase	Ancillary Infrastructure
1	4	Pond 3 & 5	Primary Access Road, Fire Access Road, Building Perimeter Road, On-Site Parking, Substation and Perimeter Fencing.
2	2	Pond 2	Building Perimeter Road and On-Site Parking.
3	3	Pond 1 & 4	Building Perimeter Road and On-Site Parking.
4	1	Pond 1 & 2	Building Perimeter Road and On-Site Parking.
5	5	Pond 5	Building Perimeter Road and On-Site Parking.
6	6	Pond 6	Building Perimeter Road and On-Site Parking.
7	7	Pond 6	Building Perimeter Road and On-Site Parking.
8	8	Pond 6	Building Perimeter Road and On-Site Parking.
9	9	Pond 6	Building Perimeter Road and On-Site Parking.



CYRUS ONE - YORKVILLE, ILLINOIS - PRELIMINARY PUD PLAN

SCALE: 1" = 200' AT FULL SIZE (24x36)
DATE: May 21, 2024

Exhibit B

Phasing Plan			
Phase	Building #	Stormwater Pond Serving Phase	Ancillary Infrastructure
1	4	Pond 3 & 5	Primary Access Road, Fire Access Road, Building Perimeter Road, On-Site Parking, Substation and Perimeter Fencing.
2	2	Pond 2	Building Perimeter Road and On-Site Parking.
3	3	Pond 1 & 4	Building Perimeter Road and On-Site Parking.
4	1	Pond 1 & 2	Building Perimeter Road and On-Site Parking.
5	5	Pond 5	Building Perimeter Road and On-Site Parking.
6	6	Pond 6	Building Perimeter Road and On-Site Parking.
7	7	Pond 6	Building Perimeter Road and On-Site Parking.
8	8	Pond 6	Building Perimeter Road and On-Site Parking.
9	9	Pond 6	Building Perimeter Road and On-Site Parking.

Note: Sequence and phasing may be revised or combined to optimize construction logistics or based on customer demand and power availability.

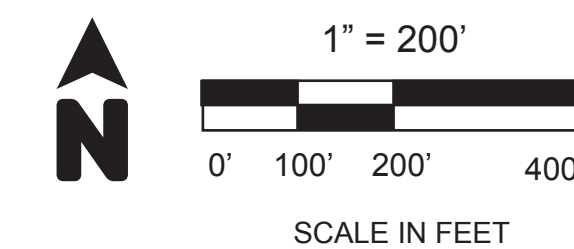


CYRUS ONE PRELIMINARY PLAN

Yorkville, Illinois

06-06-2024 / 023-06943

Exhibit C

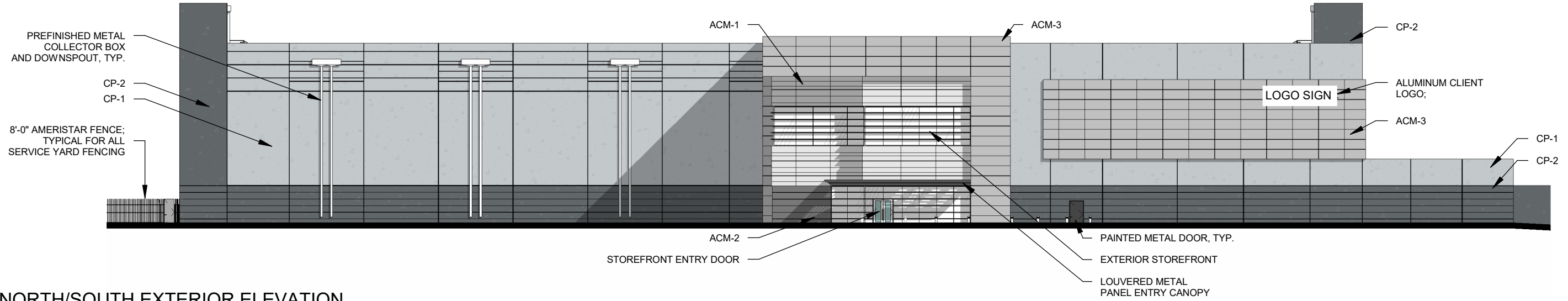


Legend:

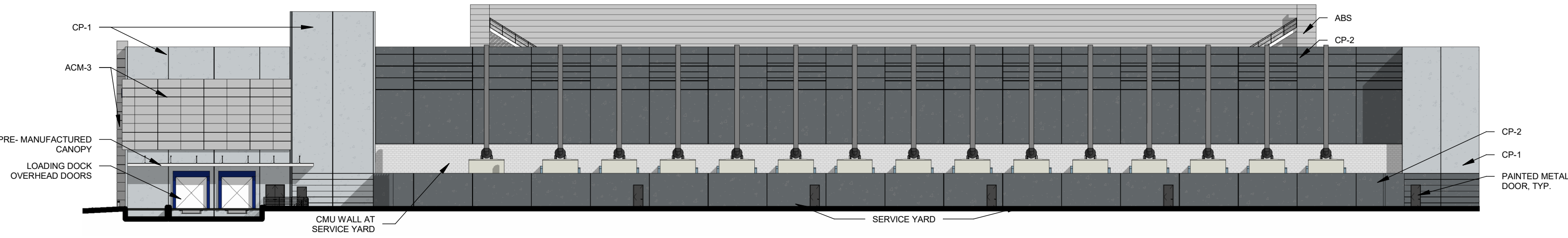
- Shade Tree (species TBD)
- Evergreen Tree (species TBD)
- Ornamental Tree (species TBD)



Exhibit D



2 NORTH/SOUTH EXTERIOR ELEVATION

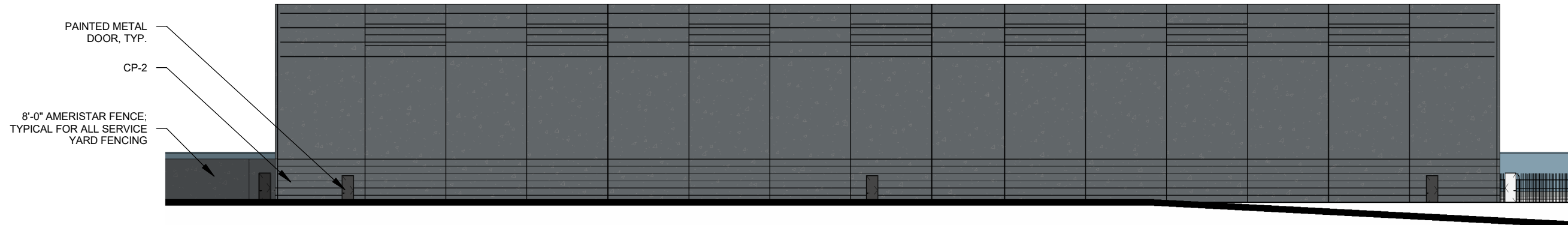


1 EAST/WEST EXTERIOR ELEVATION

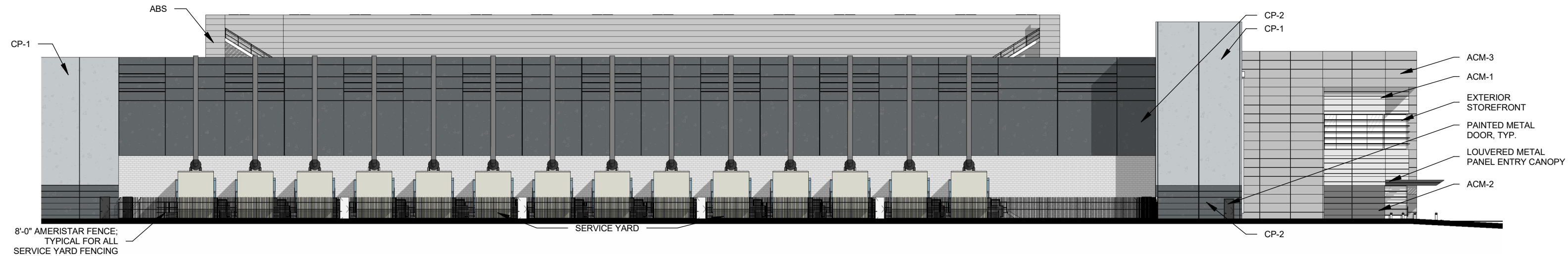
- CP-1 | TILT-UP CONCRETE PANEL**
 PAINTED
 SHERWIN WILLIAMS SW 7075 WEB GRAY
 ELASTOMERIC COATED
- CP-2 | TILT-UP CONCRETE PANEL**
 PAINTED
 BENJAMIN MOORE 2121-40 SILVER HALF DOLLAR
 ELASTOMERIC COATED
- ACM-1 | ALPOLIC COMPOSITE METAL PANEL**
 MITSUBISHI CHEMICAL COMPOSITES
 MICA MNC CLEAR
- ACM-2 | ALPOLIC COMPOSITE METAL PANEL**
 MITSUBISHI CHEMICAL COMPOSITES
 MZG MICA GREY
- ACM-3 | ALPOLIC COMPOSITE METAL PANEL**
 MITSUBISHI CHEMICAL COMPOSITES
 PEX PEWTER METALLIC
- ABS | ACOUSTIC BARRIER SCREEN WALL**

EXTERIOR ELEVATIONS







--1/32" = 1'-0" --



2 NORTH/SOUTH EXTERIOR ELEVATION



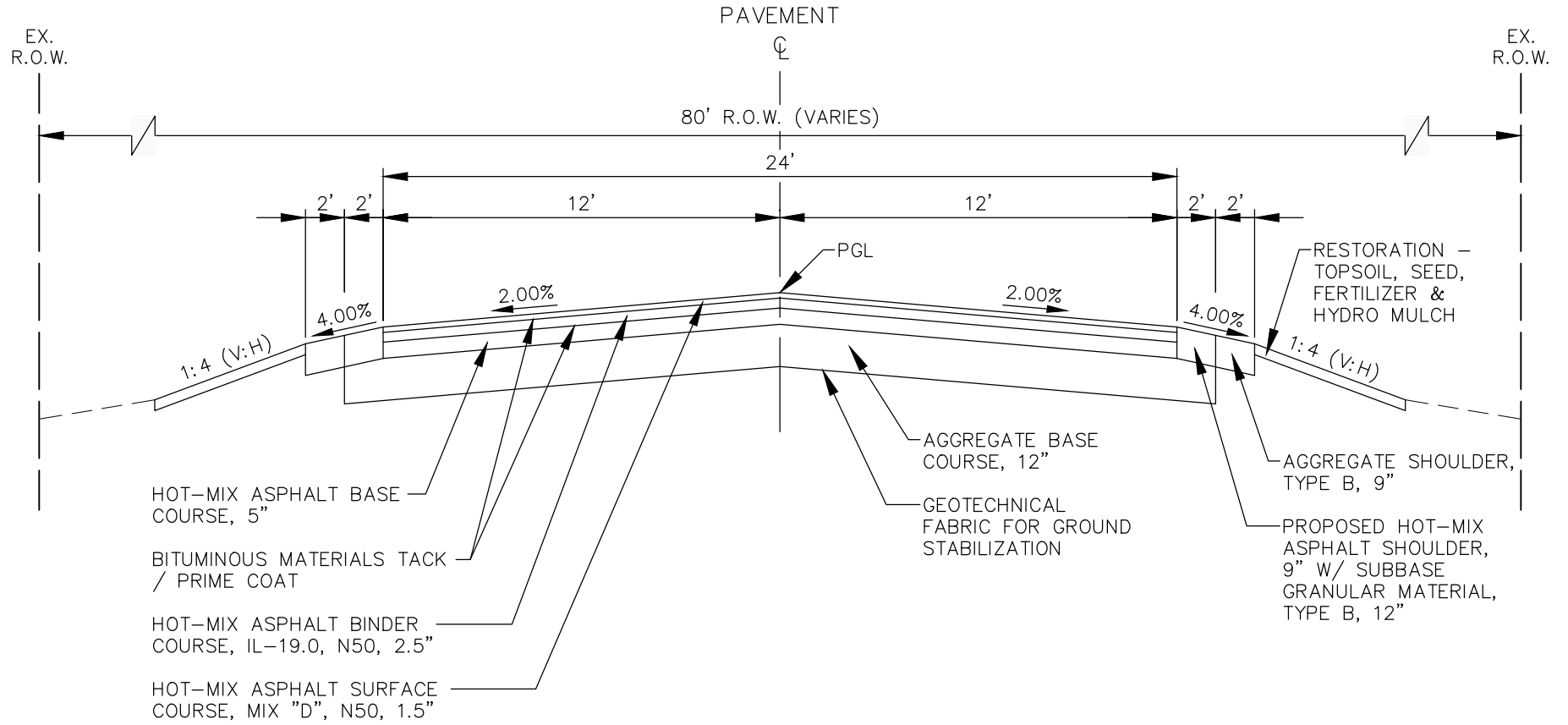
1 EAST/WEST EXTERIOR ELEVATION

 <p>CP-1 TILT-UP CONCRETE PANEL PAINTED SHERWIN WILLIAMS SW 7075 WEB GRAY ELASTOMERIC COATED</p>	 <p>CP-2 TILT-UP CONCRETE PANEL PAINTED BENJAMIN MOORE 2121-40 SILVER HALF DOLLAR ELASTOMERIC COATED</p>	 <p>ACM-1 ALPOLIC COMPOSITE METAL PANEL MITSUBISHI CHEMICAL COMPOSITES MICA MNC CLEAR</p>	 <p>ACM-2 ALPOLIC COMPOSITE METAL PANEL MITSUBISHI CHEMICAL COMPOSITES MZG MICA GREY</p>	 <p>ACM-3 ALPOLIC COMPOSITE METAL PANEL MITSUBISHI CHEMICAL COMPOSITES PEX PEWTER METALLIC</p>	 <p>ABS ACOUSTIC BARRIER SCREEN WALL</p>
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EXTERIOR ELEVATIONS

--1/32" = 1'-0" --

PROPOSED FAXON ROAD AND BEECHER ROAD PAVEMENT SECTION



Plotted: May 23, 2024 @ 3:47 PM By: Kris Pung - Tab: Proposed Section

UNITED CITY OF YORKVILLE
 KENDALL COUNTY, ILLINOIS

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<h3>CROSS SECTION</h3>		
 <p>Engineering Enterprises, Inc. 52 Wheeler Road Sugar Grove, Illinois 60554 630.466.6700 - www.eeiweb.com</p>	SCALE: NTS	DRAWN BY: KKP
	DATE: 05/23/24	REVISED:

Path: H:\SDSKPROJ\YO_YORKVILLE\2024\Y02426\DWG EXHIBIT\Y02426-TYPSECTIONS

PRELIMINARY COST ESTIMATE



JOB NO:	YO2426-DR
DESIGNED:	JHS/CJO
DATE:	July 1, 2024
PROJECT TITLE:	Faxon Road Reconstruction

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SY	175	\$ 25.00	\$ 4,375.00
2	EARTH EXCAVATION	CY	5,440	\$ 40.00	\$ 217,600.00
3	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SY	7,510	\$ 3.00	\$ 22,530.00
4	AGGREGATE BASE COURSE, 12"	SY	7,510	\$ 22.00	\$ 165,220.00
5	HOT-MIX ASPHALT BASE COURSE, 5"	SY	6,215	\$ 30.00	\$ 186,450.00
6	BITUMINOUS MATERIALS (PRIME/TACK COAT)	LB	5,595	\$ 0.20	\$ 1,119.00
7	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	985	\$ 90.00	\$ 88,650.00
8	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	540	\$ 100.00	\$ 54,000.00
9	AGGREGATE SHOULDERS, TYPE B, 9"	SY	1,035	\$ 20.00	\$ 20,700.00
10	HOT-MIX ASPHALT SHOULDERS, 9"	SY	1,035	\$ 60.00	\$ 62,100.00
11	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	9,300	\$ 1.00	\$ 9,300.00
12	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	12	\$ 8.00	\$ 96.00
13	PIPE CULVERT REMOVAL	FOOT	180	\$ 40.00	\$ 7,200.00
14	PIPE CULVERTS, CLASS C, TYPE 1, 12"	FOOT	180	\$ 100.00	\$ 18,000.00
15	AGGREGATE SUBGRADE IMPROVEMENT	CY	605	\$ 40.00	\$ 24,200.00
16	RESTORATION	SY	6,215	\$ 15.00	\$ 93,225.00
17	GRADING AND SHAPING DITCHES	FOOT	4,660	\$ 10.00	\$ 46,600.00
18	GUARDRAIL REMOVAL AND REPLACEMENT	FOOT	45	\$ 110.00	\$ 4,950.00
19	SIGN PANEL ASSEMBLY REMOVAL AND REPLACEMENT	EACH	3	\$ 400.00	\$ 1,200.00
20	RELOCATE EXISTING MAILBOX	EACH	2	\$ 750.00	\$ 1,500.00
21	TRAFFIC CONTROL AND PROTECTION	L SUM	1	\$ 30,000.00	\$ 30,000.00
22	MOBILIZATION	L SUM	1	\$ 75,000.00	\$ 75,000.00
23	ELDAMAIN ROAD INTERSECTION IMPROVEMENTS	L SUM	1	\$ 300,000.00	\$ 300,000.00

SUBTOTAL \$ 1,434,015.00

CONTINGENCY (20%) \$ 287,000.00

TOTAL \$ 1,721,015.00

DESIGN ENGINEERING \$ 172,000.00

CONSTRUCTION ENGINEERING \$ 172,000.00

ROW ACQUISITION \$ 100,000.00

TOTAL PRELIMINARY COST ESTIMATE \$ 2,165,015.00

Notes:

24' Edge to Edge Pavement, Plus 4' Shoulders (2' Asphalt, 2' Stone)

Grading and Shaping Ditches Accounts for Full Length of Project

Earth Excavation Accounts for Removal of Pavement, Stone, Base, Clay, Etc. to a Depth of 21"

Earth Excavation Includes Removal of Unsuitable Material for Potential Undercuts

Any Fill Material Necessary is Included in the Cost of Earth Excavation



PRELIMINARY COST ESTIMATE



JOB NO:	YO2426-DR
DESIGNED:	JHS/CJO
DATE:	July 1, 2024
PROJECT TITLE:	Beecher Road Reconstruction

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SY	110	\$ 25.00	\$ 2,750.00
2	EARTH EXCAVATION	CY	3,420	\$ 40.00	\$ 136,800.00
3	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SY	4,725	\$ 3.00	\$ 14,175.00
4	AGGREGATE BASE COURSE, 12"	SY	4,725	\$ 22.00	\$ 103,950.00
5	HOT-MIX ASPHALT BASE COURSE, 5"	SY	3,910	\$ 30.00	\$ 117,300.00
6	BITUMINOUS MATERIALS (PRIME/TACK COAT)	LB	3,520	\$ 0.20	\$ 704.00
7	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	565	\$ 90.00	\$ 50,850.00
8	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	340	\$ 100.00	\$ 34,000.00
9	AGGREGATE SHOULDERS, TYPE B, 9"	SY	655	\$ 20.00	\$ 13,100.00
10	HOT-MIX ASPHALT SHOULDERS, 9"	SY	655	\$ 60.00	\$ 39,300.00
11	THERMOPLASTIC PAVEMENT MARKING - LETTERS & SYMBOLS	SF	125	\$ 4.00	\$ 500.00
12	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	5,860	\$ 1.00	\$ 5,860.00
13	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	48	\$ 8.00	\$ 384.00
14	PIPE CULVERT REMOVAL	FOOT	50	\$ 40.00	\$ 2,000.00
15	PIPE CULVERTS, CLASS C, TYPE 1, 12"	FOOT	50	\$ 100.00	\$ 5,000.00
16	AGGREGATE SUBGRADE IMPROVEMENT	CY	380	\$ 40.00	\$ 15,200.00
17	RESTORATION	SY	3,910	\$ 15.00	\$ 58,650.00
18	GRADING AND SHAPING DITCHES	FOOT	2,930	\$ 10.00	\$ 29,300.00
19	SIGN PANEL ASSEMBLY REMOVAL AND REPLACEMENT	EACH	6	\$ 400.00	\$ 2,400.00
20	RELOCATE EXISTING MAILBOX	EACH	1	\$ 750.00	\$ 750.00
21	TRAFFIC CONTROL AND PROTECTION	L SUM	1	\$ 20,000.00	\$ 20,000.00
22	MOBILIZATION	L SUM	1	\$ 40,000.00	\$ 40,000.00

SUBTOTAL	\$	692,973.00
CONTINGENCY (20%)	\$	139,000.00
TOTAL	\$	831,973.00
DESIGN ENGINEERING	\$	83,000.00
CONSTRUCTION ENGINEERING	\$	83,000.00
ROW ACQUISITION	\$	50,000.00
TOTAL PRELIMINARY COST ESTIMATE	\$	1,047,973.00

Notes:

24' Edge to Edge Pavement, Plus 4' Shoulders (2' Asphalt, 2' Stone)

Grading and Shaping Ditches Accounts for Full Length of Project

Earth Excavation Accounts for Removal of Pavement, Stone, Base, Clay, Etc. to a Depth of 21"

Earth Excavation Includes Removal of Unsuitable Material for Potential Undercuts

Any Fill Material Necessary is Included in the Cost of Earth Excavation



Planned Unit Development
Agreement By and Between The
United City of Yorkville and
C1 Yorkville LLC

This Planned Unit Development Agreement by and between the United City of Yorkville, Kendall County, Illinois and C1 Yorkville, LLC, a limited liability company of the State of Delaware is entered into this ____ day of _____, 2024.

Article 1. Preambles

1.1 The United City of Yorkville, Kendall County, Illinois (the “City”) is a duly organized and validly existing non-home rule municipality pursuant to the 1970 Constitution of the State of Illinois and the laws of the State.

1.2 The Project. C1 Yorkville LLC, a limited liability company of the State of Delaware (the “Developer”) is the contract purchaser of 228.93 acres located at the northeast corner of Eldamain and Faxon Road, identified as parcel numbers 02-18-300-001, -002, -003, and -004; 02-19-100-004 and -005; and 02-18-400-004 (collectively the “Subject Property”) upon which the Developer intends to develop a secured data center campus (the “Project”). The Project is generally depicted on the site plan attached hereto as Exhibit A (the “Site Plan”) and consists of nine buildings, six stormwater basins and an onsite electrical substation to be constructed in phases over a period of up to twenty (20) years.

1.3 Zoning. The Subject Property is zoned M-2 General Manufacturing District. A data center and an electrical substation are permitted “Energy Industrial Uses” in the M-2 District.

1.4 The Planned Unit Development. Under the City’s Unified Development Ordinance (“UDO”), any development encompassing four (4) or more acres shall be approved as a planned unit development. The Developer has submitted an application for a special use planned unit development for the Project (the “Application”). The Application includes thirteen proposed variations which may be allowed under the UDO if (i) such deviations are compatible with surrounding development and, (ii) such deviations are justified through the provision of tangible benefits to the City. The City has reviewed the Application and found it to be complete and consistent with the purpose and intent of the planned unit development regulations. The Project requires the extension of a watermain and sanitary sewer service to the Subject Property thereby benefiting future development within the City and the Project is compatible with the surrounding agricultural use, distribution center and ComEd transfer station.

Article 2. Development Standards

2.0 PUD Approval. The City has reviewed the Developer’s Application and found it to be complete. The Project is consistent with the purpose and intent of the planned unit development regulations; facilitating a unified development that is consistent with the City’s plans and policies for industrial development in the Eldamain Road corridor. The Project includes the construction of regional utility improvements that provide tangible benefits to the City, thereby providing necessary justification for the modifications to standards as required under the UDO. The Project

meets the standards for the approval of a special use, the additional standards of review for a planned unit development, and the standards for approval of variations under the planned unit development. The City hereby approves a special use for a planned unit development with specified variations for the Subject Property as generally depicted on the Site Plan, subject to the terms more specifically herein set forth.

2.1 Energy Industrial Uses. A data center is classified as an “Energy Industrial Use” pursuant to Table 10-3-12(B) of the UDO. Section 10-4-10 of the UDO is reserved for additional regulations applicable to Energy Industrial Uses. The Developer has requested and the City hereby agrees that any future standards adopted to further regulate Energy Industrial Uses shall be waived and not applicable to the Subject Property.

2.2 Terms for Construction. The Developer has advised the City of its intent to construct the Project over a twenty (20) year period and has submitted a preliminary phasing plan to the City, attached hereto as Exhibit B (the “*Phasing Plan*”). The City hereby approves the Phasing Plan. Developer’s reimbursement of the City for construction costs associated with the public utility improvements necessary to facilitate the Development of the Subject Property, which shall occur pursuant to the terms of a separate agreement by and between the Parties, shall satisfy any timing obligation of Developer under the UDO to apply for final plat or plan approvals, to apply for a building permit, or otherwise.

2.3 Building Setbacks. The Developer has requested and the City hereby approves modification of required building setbacks as established by the UDO for the Subject Property. Setbacks shall apply only to the perimeter of the Subject Property with Eldamain Road being deemed the “front yard” and Beecher Road being deemed the “rear yard”. The front yard setback shall be one hundred fifty (150) feet from the existing Eldamain Road right-of-way. The rear yard setback shall be sixty (60) feet from the Beecher Road right-of-way. The side yard setback, measured to the north and south lines of the Subject Property, shall be fifty (50) feet. In anticipation of possible resubdivision of the Subject Property into individual lots, the City agrees to a zero (0) lot line for all structures to be platted within the interior of the Subject Property. Moreover, the City hereby agrees that lots within the PUD shall not be required to abut a public street. The building setbacks established in this paragraph shall apply exclusively to buildings. Fences, signage, drive aisles, parking spaces, and other improvements to the Subject Property are expressly permitted within the defined setbacks.

2.4 Parking Requirements. Pursuant to the City’s UDO, .3 parking spaces are required per 1000 square feet net floor space for industrial developments. The City hereby grants the Developer’s request of .2 parking spaces per 1000 square feet net floor area. Developer may pay a fee-in-lieu of constructing required parking spaces, provided that the total number of parking spaces at build-out is not less than four hundred (400) (inclusive of ADA spaces) and that a minimum of ten (10) parking spaces are equipped with electrical vehicle charging stations. Any fee-in-lieu of parking shall be based on the number of spaces not constructed, shall be consistent with prevailing fees charged by the City, and shall be payable as a condition to the issuance of the building permit for the ninth building.

2.5 Access to the Subject Property. The City Engineer has approved and the City hereby agrees to the Developer’s proposal for two (2) points of access to the Subject Property, one (1)

off of Eldamain and one (1) off of Faxon Road, as generally depicted on the Site Plan. The Project shall be developed with private roads or private drive aisles which may be secured to restrict access into/through the Subject Property. The City hereby waives requirements for vehicular cross access in light of the private roads and secured nature of the campus as depicted on the Site Plan. Where access is gated or otherwise restricted, Developer shall work with emergency service providers to ensure access via a Knox box or such other means as may be agreed upon between the parties.

2.6 Pedestrian Circulation. The City's UDO requires connections between off-street parking, on-site pedestrian circulation systems, and existing and future planned trails. The Project shall incorporate walkways between parking areas and building entrances within the Subject Property. The City hereby waives any requirement with respect to public access or external pedestrian connections in light of the private roads and secured nature of the campus as depicted on the Site Plan.

2.7 Off Street Loading. No more than one (1) loading space shall be required per building.

2.8 Landscaping. The City's UDO establishes standards for landscape improvements for the Project. In light of the secured nature of the campus, the Parties have agreed to emphasize external Transition Zone plantings in lieu of other planting requirements internal to the Subject Property. Along Eldamain, Faxon, and Beecher roadway frontages, the Developer shall install landscape material consistent with the Transition Zone Type D Standards as generally depicted on the Landscape Plan attached hereto as Exhibit C (the "*Landscape Plan*"). The Parties acknowledge and agree that the aforementioned Transition Zone landscape standards are above and beyond the requirements of the UDO and in light of Developer's agreement to install said Transition Zone landscaping, the City hereby waives all other landscape requirements under Section 10-5-3 of the Code.

2.9 Mechanical Screening and Fencing. In light of the setbacks and the landscape screening that Developer has voluntarily incorporated into the Project, the City hereby agrees to waive visual screening requirements pursuant to Section 10-5-4 of the UDO. Notwithstanding the foregoing, the Parties acknowledge and agree that the Project is subject to the requirements of the City's Noise Ordinance, Title 4, Chapter 4 of the City Code. As a condition to the issuance of a Building Permit for each building, the Developer shall submit to the City a sound study to be reviewed by a third-party sound engineer hired by the City. The sound study shall evaluate the proposed mechanical equipment for each building and model sound levels as regulated by the Noise Ordinance. The City shall have no obligation to issue a Building Permit until the applicable sound study identifies necessary and appropriate sound attenuation, if required, necessary to comply with the Noise Ordinance. The Developer shall be required to install sound attenuation as may be required by the sound study to comply with the Noise Ordinance.

2.10 Lots; Street Design. The City hereby waives the requirement in Section 10-7-2 of the UDO that all lots shall front or abut on a public street. The City also waives the street design standards set forth in Section 10-7-3 of the UDO. Said waivers are granted in consideration of the security contemplated for the Project and the restricted nature of access internal to the Subject Property. Due to the restricted nature of access to the Project, the City reserves the right to issue a single site address for the Subject Property off Eldamain Road.

2.11 Appearance Standards. The Developer has submitted prototype building elevations for the Project, a copy of which is attached hereto as Exhibit D (the "*Building Elevations*"). The Building Elevations are representative of architectural design and building materials to be utilized for the Project but are not intended to be an exact depiction of any building that may be constructed as part of the Project. The Developer shall provide updated elevations with any application for final plat or at such time as Developer submits for a Building Permit, as may be applicable. The City shall approve updated elevations which are consistent with the quality and character of the Building Elevations. The City hereby waives the requirements of Section 10-5-8-c-4b.(2) of the UDO requiring recesses, projections, windows, and other ornamental/architectural features due to the setbacks of the buildings from the abutting roads and the Developer's obligations for the landscaping as provided in Section 3.2.

2.12 Signage. The Developer shall install a monument sign on Eldamain Road at the entrance to the Project. The Developer may install a monument sign on Faxon Road at the entrance to the Project. The monument signs shall comply with the requirements of Section 10-6 of the UDO. Developer may install wall signs as permitted under Section 10-6 of the UDO.

2.13 Lighting. The Developer agrees to submit to the City for its approval a photometric plan along with manufacturer's cut sheets of the proposed lighting standards to be installed within the parking area of the Subject Property. The photometric plan shall be provided with any application for final plat or at such time as Developer submits for a Building Permit, as may be applicable. The Project shall be required to comply with applicable outdoor lighting standards pursuant to Section 10-5-7 of the UDO.

Article 3. Developer Obligations

3.1 Permits. The Developer covenants and agrees to obtain all required permits for the development of the Project and to construct all improvements in accordance with applicable City ordinances and all permits as issued. The Developer further agrees to obtain all approvals and permits from any other governmental units or agencies as may be required in connection with the construction and operation of the Project.

3.2 Engineering and Roadway Reconstruction. Under the UDO the Developer is responsible for rebuilding Faxon Road ("Faxon Road Improvements") and Beecher Road ("Beecher Road Improvements") across the frontage of the Subject Property (collectively the "Road Improvements"). The Road Improvements shall be constructed pursuant to the cross section attached hereto as Exhibit E. A preliminary cost estimate for the Road Improvements is attached hereto as Exhibit F. In lieu of Developer completing the design and physical construction of said Road Improvements, the City has agreed to design and construct the Road Improvements subject to Developer's payment of the costs incurred by the City.

The City shall complete construction of the Road Improvements, less the surface course, by August 31, 2025. Upon execution of the contract for the engineering design of the Roadway Improvements the City shall send notice of same along with a copy of the design contract to Developer. Developer shall pay to the City the cost of the engineering design for the Road Improvements within thirty (30) days of receipt of the contract therefor. The City agrees to use

best efforts to design the Road Improvements to minimize disturbance of existing utilities (i.e. ComEd poles on Beecher Road) and without requirement for additional right-of-way acquisition. Should the City incur costs associated with the acquisition of right-of-way or should the City incur costs with respect to relocation of existing utilities, the Developer shall not be responsible for said costs. The City shall provide Developer a courtesy copy of 30% design drawings for the Road Improvements and of the 90% design drawings along with an updated estimate of construction costs for each.

When the City finalizes the contract for construction of the Road Improvements the City shall provide Developer a copy of the final construction contract and an invoice for Developer's share of the anticipated cost to construct the Road Improvements. The invoice shall reflect the contracted cost for construction of the Road Improvements less: i) sums contributed by a third party toward construction of improvements to the same section of roadway; and ii) any costs for which Developer is not responsible (the product of which calculation is the "Developer's Road Cost"). The Developer's Road Cost shall be multiplied by 115% to account for contingencies (the "Pre-Construction Estimate"). Developer shall pay the Pre-construction Estimate to the City within 30 days of the receipt of the invoice therefore.

The City's construction of the Road Improvements shall be "Substantially Complete" upon installation of the binder course. Upon Substantial Completion, the City shall provide Developer an accounting of final costs associated with its construction of the Road Improvements (the "Final Accounting"). The Final Accounting shall include 115% of the cost to be incurred for the installation of the final surface course. If the Final Accounting, including the 115% for the cost for the final surface course, shows that the Pre-Construction Estimate paid by Developer was greater than the actual costs incurred by the City for the Developer was responsible, then the City shall reimburse Developer the difference. If the Final Accounting shows that the Pre-Construction Estimate paid by Developer was less than the actual costs incurred by the City for which Developer was responsible, then the City shall issue a final invoice reflecting the balance due from Developer and Developer shall remit payment therefore within thirty days.

(c) Eldamain Road. Eldamain Road is under the jurisdiction of Kendall County. Developer shall secure a permit from Kendall County for the construction of necessary road improvements at the intersection of Eldamain Road and the primary entrance to the Subject Property. Said road improvements to be permitted by Kendall County shall be constructed pursuant to the schedule required by Kendall County. The City anticipates that the County will required a traffic impact study to permit the access off Eldamain. In the event that a traffic impact study is required, Developer shall provide the City a courtesy copy of the study and any revisions to the study.

3.3 Dedications. The City acknowledges that it has already secured necessary and appropriate right-of-way dedications associated with the development of the Subject Property. The City agrees that it shall not require any additional right-of-way dedications associated with the development of the Subject Property. The City makes no representation with respect to any right-of-way dedication that may be required by Kendall County associated with the improvement of Eldamain Road.

3.4 Maintain Improvements in Good and Clean Condition. The Developer shall maintain the Subject Property in reasonably good and clean condition at all times during the development by the Developer, which shall include promptly removing all mud, dirt, and debris that is deposited on any street, sidewalk, or other public property in or adjacent to the Subject Property by the Developer or any agent of or contractor hired by, or on behalf of the Developer and repair any damage to any public property that may be caused by the activities of Developer or any agent of or contractor hired by, or on behalf of, the Developer.

3.5 No Liability for City Review. Developer acknowledges and agrees that (i) the City is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the City's review and approval of any plans or improvements or as a result of the issuance of any approvals, permits, certificates, or acceptances for the development of the Project or use of any portion of the Subject Property or the improvements and (ii) the City's review and approval of any plans and the issuance of any approvals, permits, certificates, or acceptances does not, and shall not, in any way be deemed to insure Developer, or any of its successors, assigns, tenants, or licensees, or any third party, against violations or damage or injury of any kind at any time.

3.6 Hold Harmless and Indemnification. Developer shall hold harmless the City, and all of its elected, appointed officials, and employees (collectively the "City Parties") from any and all third-party claims that may asserted against the City Parties in connection with (i) the City's review and approval of any plans or improvements or (ii) the City's issuance of any approval, permit or certificate.

Article 4. City Obligations

4.1 Challenges. In the event of any challenge to the City's annexation or zoning of the Subject Property, the City agrees that, in cooperation with the Developer, the City shall undertake such process as is necessary and appropriate to correct any deficiency associated with the annexation or zoning of the Subject Property. In such event, the City agrees that the Parties shall not be required to await adjudication of any such challenge, but that the Parties should proactively undertake such process as is necessary to reapprove the annexation and zoning on terms consistent with the approvals set forth herein.

4.2 City Assistance. The City agrees to cooperate and provide any reasonable assistance requested by Developer in applying for and obtaining any and all approvals or permits necessary for the development of the Subject Property as long as the Developer reimburses whatever costs and expenses the City incurs in providing assistance. The City will cooperate with Developer's specified vendors to assert applicable tax exemptions relating to purchase of materials to be incorporated into the public improvements, consistent with the Illinois Department of Revenue Regulations, the Retailers' Occupation Tax and with all requirements of law (including providing the City's form tax exempt letter as may be required).

4.3 UDO Freeze. For the term of this Agreement no amendment to the UDO which imposes more stringent requirements on the development or use of the Subject Property shall be applicable to the Subject Property. Upon the expiration of this Agreement pursuant to terms set forth in this Agreement, the Subject Property shall be governed by the underlying M-2 zoning as

modified by the approved planned unit development and shall be subject to the prevailing terms of the City's Code.

4.4 **Equal Treatment.** The City acknowledges that Developer is making a substantial up-front investment in the Subject Property in consideration of the rights herein granted to construct multiple buildings on the Subject Property over a twenty (20) year period. While the City will not freeze permit fees or building codes applicable to the Subject Property, the City hereby agrees not to impose new fees, requirements, or code provisions which would uniquely burden (i.e. not generally applicable to other commercial users) Developer's intended development, use, and operation of the Subject Property or the development, use and operation of data centers in general.

4.5 **Certificate of Occupancy.** The City shall issue a certificate of occupancy for each building constructed on the Subject Property when the building is fully capable of being served by sanitary sewers, storm sewers, water main, public/private roads, natural gas (as may be applicable), and electric utilities, and is otherwise in conformance with City Codes and other applicable state laws, and all applicable fees have been paid. The City agrees to issue temporary or conditional occupancy permits in the event that weather conditions prohibit the installation of certain subdivision improvements such as sidewalks, private drive aisles, and required landscaping.

Article 5. Term

The term of this Planned Unit Development Agreement commences and will be in full force and effect upon its execution by the parties and terminate on the first to occur: (i) development of all acreage of the Subject Property per Site Plan; or, (ii) the twentieth anniversary of the issuance by the City of the first Building Permit for the Subject Property.

Article 6. Notices

Notices. All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof (a) when delivered in person on a business day at the address set forth below, or (b) on the third business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage prepaid, certified or registered mail, returned receipt requested, at the address set forth below, or (c) by email transmission, when transmitted to email address set forth below, when actually received provided that any email transmission shall be accompanied by a delivery of a written notice via first class mail to the addresses below.

Notices and communications to Developer shall be addressed to, and delivered at, the following addresses:

With a copy to:

C1 Yorkville, LLC
2820 N. Harwood Street, Suite 2200

Russell G. Whitaker III
Rosanova and Whitaker, Ltd.

Dallas, Texas 75201
Attn: Legal Department

445 Jackson Ave., Suite 200
Naperville, Illinois 60540

C1 Yorkville, LLC
Attn: Legal Department
2820 N. Harwood Street, Suite 2200
Dallas, Texas 75201

Notices and communications to the City shall be addressed to and delivered at these addresses:

With a copy to:

United City of Yorkville
651 Prairie Pointe
Yorkville, Illinois 60560
Attn: City Administrator

Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.
1804 N. Naper Blvd., Ste. 350
Naperville, Illinois 60563
Attn: Attorney Kathleen Field Orr

By notice complying with the requirements of this Section, each party shall have the right to change the address or addressee, or both, for all future notices and communications to such party, but no notice of a change of address or addressee shall be effective until actually received.

Article 7. Mutual Understandings

7.0 Violations. In the event of a material breach of this Agreement, the Parties agree that the defaulting Party shall have thirty (30) days after notice of said breach to correct the same or diligently commence to cure said breach prior to the non-breaching Party's seeking of any remedy provided for herein. However, any breach by Developer reasonably determined by the City to involve health or safety issues may be the subject of immediate action by the City without notice of thirty (30) day delay. The failure of the Parties to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any Party's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

7.1 Amendments. This Agreement and the zoning applicable to the Subject Property may not be amended without the mutual consent of the Parties. Any amendment to the terms, covenants and agreements as set forth in this Planned Unit Development Agreement shall be in accordance with the provisions of Section 10-8-8G of the UDO which provides as follows:

G. Amendments to Approved Planned Unit Development.

1. **Determination of Level of Change.** Upon receiving a Planned Unit Development Amendment application, the Zoning Administrator shall determine whether the amendment is a major amendment, or a minor amendment based on the criteria detailed in Section 10-8-8(G)(2) below.

2. **Major Amendment.** A major amendment is any proposed change to an approved Planned Unit Development that results in one or more of the following changes:
 - a. More than a ten percent (10%) increase in the square footage of the buildings;
 - b. Any structure greater than 100' in height;
 - c. Except as other set forth above, any deviation from the site data standards set forth on the Site Plan.
 - d. Any deviation from applicable provisions of the UDO;
3. **Minor Amendment.** A minor amendment is any proposed change to an approved Planned Unit Development that is consistent with the standards and conditions upon which the Planned Unit Development was approved, which does not alter the concept or intent of the Planned Unit Development and is not considered a major amendment as detailed in Section 10-8-8(G)(2).

4. **Approval Processes.**

- a. **Major Amendment.** A major amendment to an approved Planned Unit Development shall follow the procedure set in Section 10-8-8(F) of the UDO.

- b. **Minor Amendment.**

- (i) **Zoning Administrator Review.** The minor amendment shall be reviewed and approved by the Zoning Administrator.

7.2. Governing Law. This Planned Unit Development Agreement and the terms, provisions, and conditions herein shall be governed by and construed and enforced in accordance with the laws of the State of Illinois and if enforced by judicial proceedings, the parties agree that such proceedings shall be conducted in the Circuit Court of Kendall County, Illinois.

7.3. Counterparts. This Agreement is to be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute the same instrument.

7.4. Force Majeure. In the event the performance of any covenant to be performed hereunder by a Party is delayed for causes which are beyond the reasonable control of the Party responsible for such performance (which causes shall include, but not be limited to, acts of God; inclement weather conditions; global pandemic; strikes; material shortages; lockouts; the revocation, suspension, or inability to secure any necessary governmental permit, other than a City license

or permit; and any similar case), the time for such performance shall be extended by the amount of time of such delay.

7.5 Successor and Assigns. This Agreement shall inure to the benefit of, and be valid and binding upon, the Parties and their successors and assigns for the term of the Agreement. It is understood and agreed by the Parties hereto that in the event any part of the Subject Property is sold or conveyed at any time during the term of this Agreement, all unaccrued obligations and responsibilities of the prior title holder to said part of the Subject Property conveyed shall be released and be assumed by such purchaser of the part of the Subject Property conveyed, and the prior title holder shall be fully released from all unaccrued obligations which relate thereto. Notwithstanding the foregoing, the City shall not be required to release any Surety until the successor owner has posted replacement Surety for the improvement obligations being assumed by said successor owner, which Surety shall be in a form and amount acceptable to the City. In the event that part of the Subject Property is to be conveyed, the respective owners may enter into an agreement parsing respective obligations under this Agreement between the respective owners and the City shall not unreasonably withhold its consent to any such agreement.

7.6 Severability. Should any provision of this Agreement or application thereof to any party or circumstance be held invalid, and such invalidity does not affect other provisions or applications of this Agreement which can be given effect without the invalid application or provision, then all remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below their respective signatures, to be effective as of the Effective Date.

United City of Yorkville

Attest:

By: _____
Mayor

By: _____

Date: _____, 2024

C1 Yorkville, LLC

By: _____

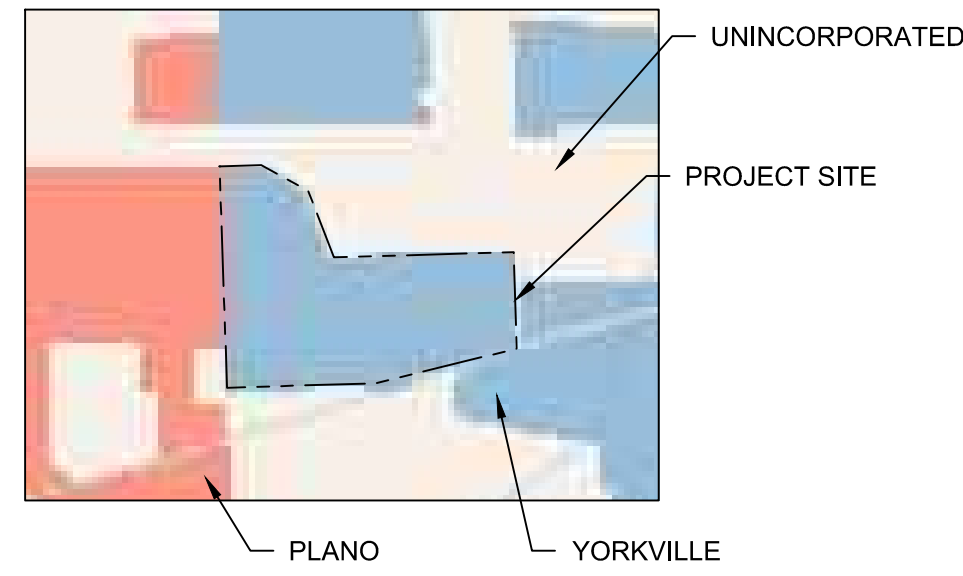
Date: _____, 2024

EXHIBIT LIST

Exhibit A-	Site Plan
Exhibit B-	Phasing Plan
Exhibit C-	Landscape Plan
Exhibit D-	Building Elevations
Exhibit E-	Roadway Cross Section
Exhibit F-	Road Improvement Cost Estimate

Exhibit A

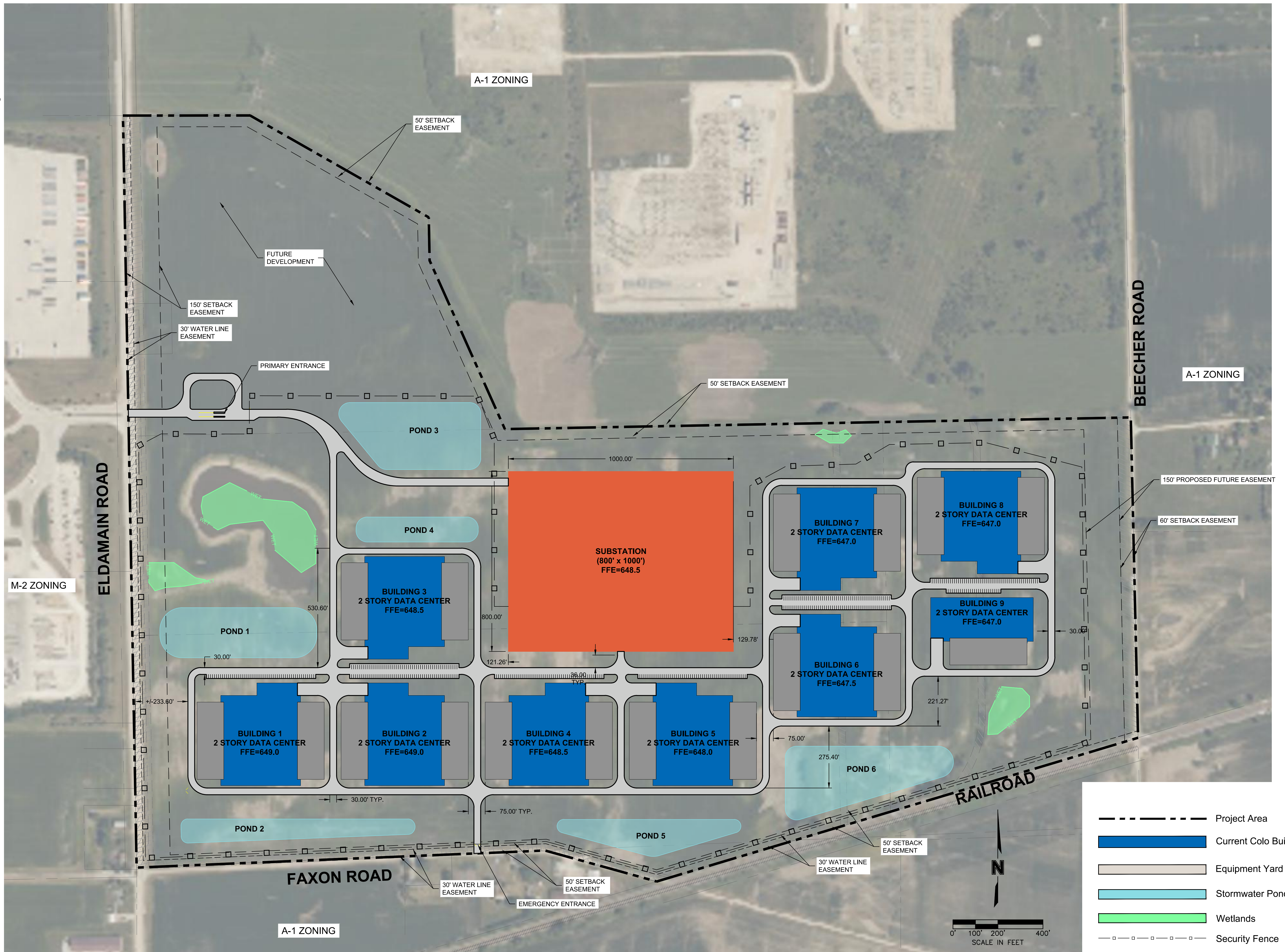
MUNICIPAL BOUNDARIES



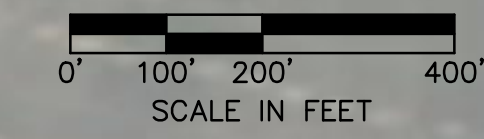
SITE DATA	
TOTAL SITE AREA	9,956,767.47 SF (228.57 AC +/-)
MAX BUILDING HEIGHT	N/A
SETBACKS*	
FRONT (WEST) REQUIRED	25'-0"
FRONT (WEST) PROVIDED	150'-0"
REAR (EAST) REQUIRED	0'-0"
REAR (EAST) PROVIDED	60'-0"
SIDE (N + S) REQUIRED	20'-0"
SIDE (N + S) PROVIDED	50'-0"
TRANSITIONAL SIDE	N/A
*SETBACKS APPLY ONLY TO THE PERIMETER OF THE PROPERTY. IN THE EVENT THAT THE PROPERTY IS RESUBDIVIDED, THERE SHALL BE NO SETBACKS APPLICABLE TO INTERNAL LOT LINES.	
PARKING	
DATA CENTER PARKING RATIO	0.2 SPACES PER 1,000 SF
REQUIRED PARKING (# SPACES)	490
PROVIDED PARKING (# SPACES)	432
ACCESSIBLE PARKING REQUIRED (# SPACES)	9
ACCESSIBLE PARKING PROVIDED (# SPACES)	27
COVERAGE	
MINIMUM LOT SIZE	N/A
MAXIMUM BUILDING COVERAGE	85%
PROVIDED BUILDING COVERAGE	12.3%
MAXIMUM SITE COVERAGE	85%
PROVIDED SITE COVERAGE	35.6%
MAXIMUM MAX FAR	85%
PROVIDED SITE COVERAGE	24.6%

BUILDING AREAS			
BUILDING #	SIZE	HEIGHT (TOP OF BUILDING)	HEIGHT (TOP OF EQUIPMENT)
BUILDING 1	287,400 SF	55'-0"	70'-0"
BUILDING 2	287,400 SF	55'-0"	70'-0"
BUILDING 3	287,400 SF	55'-0"	70'-0"
BUILDING 4	287,400 SF	55'-0"	70'-0"
BUILDING 5	287,400 SF	55'-0"	70'-0"
BUILDING 6	287,400 SF	55'-0"	70'-0"
BUILDING 7	287,400 SF	55'-0"	70'-0"
BUILDING 8	287,400 SF	55'-0"	70'-0"
BUILDING 9	152,000 SF	55'-0"	70'-0"
TOTAL	2,451,200 SF	N/A	N/A

Proposed Phasing Schedule			
Phase	Building#	Stormwater Pond Serving Phase	Ancillary Infrastructure
1	4	Pond 3 & 5	Primary Access Road, Fire Access Road, Building Perimeter Road, On-Site Parking, Substation and Perimeter Fencing.
2	2	Pond 2	Building Perimeter Road and On-Site Parking.
3	3	Pond 1 & 4	Building Perimeter Road and On-Site Parking.
4	1	Pond 1 & 2	Building Perimeter Road and On-Site Parking.
5	5	Pond 5	Building Perimeter Road and On-Site Parking.
6	6	Pond 6	Building Perimeter Road and On-Site Parking.
7	7	Pond 6	Building Perimeter Road and On-Site Parking.
8	8	Pond 6	Building Perimeter Road and On-Site Parking.
9	9	Pond 6	Building Perimeter Road and On-Site Parking.



- Project Area
- Current Colo Build
- Equipment Yard
- Stormwater Pond
- Wetlands
- Security Fence



CYRUS ONE - YORKVILLE, ILLINOIS - PRELIMINARY PUD PLAN

SCALE: 1" = 200' AT FULL SIZE (24x36)
 DATE: May 21, 2024



Exhibit B

Phasing Plan			
Phase	Building #	Stormwater Pond Serving Phase	Ancillary Infrastructure
1	4	Pond 3 & 5	Primary Access Road, Fire Access Road, Building Perimeter Road, On-Site Parking, Substation and Perimeter Fencing.
2	2	Pond 2	Building Perimeter Road and On-Site Parking.
3	3	Pond 1 & 4	Building Perimeter Road and On-Site Parking.
4	1	Pond 1 & 2	Building Perimeter Road and On-Site Parking.
5	5	Pond 5	Building Perimeter Road and On-Site Parking.
6	6	Pond 6	Building Perimeter Road and On-Site Parking.
7	7	Pond 6	Building Perimeter Road and On-Site Parking.
8	8	Pond 6	Building Perimeter Road and On-Site Parking.
9	9	Pond 6	Building Perimeter Road and On-Site Parking.

Note: Sequence and phasing may be revised or combined to optimize construction logistics or based on customer demand and power availability.



CYRUS ONE PRELIMINARY PLAN

Yorkville, Illinois

06-06-2024 / 023-06943

Exhibit C

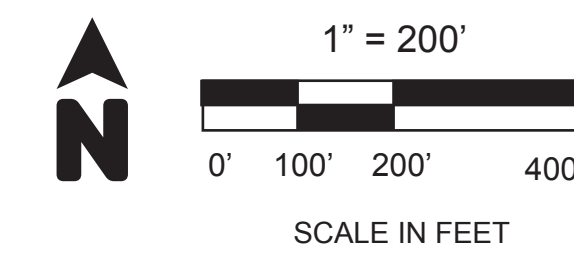
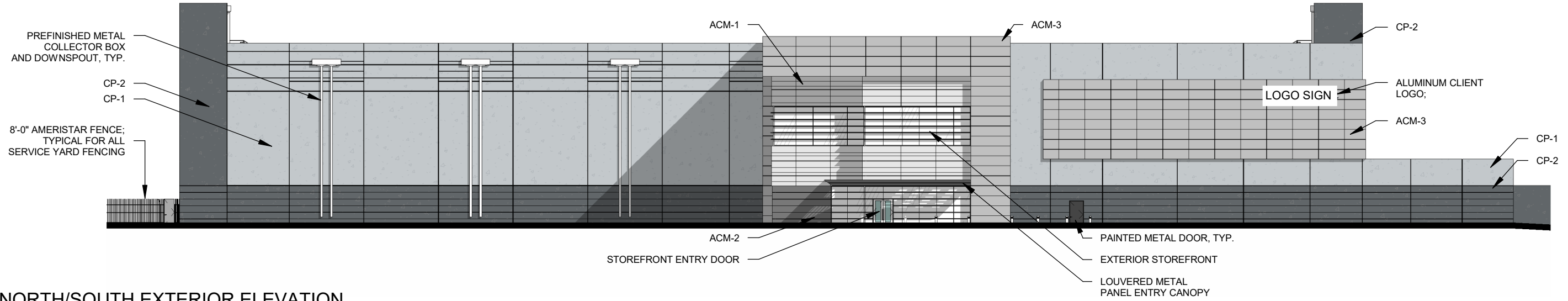
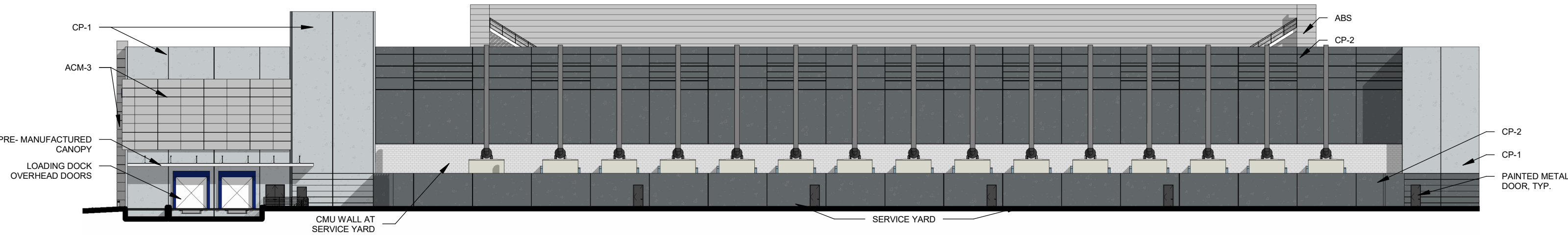


Exhibit D



2 NORTH/SOUTH EXTERIOR ELEVATION

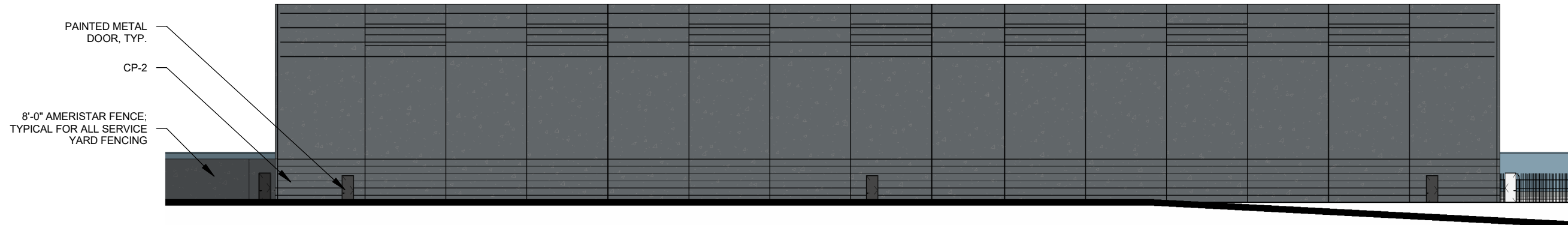


1 EAST/WEST EXTERIOR ELEVATION

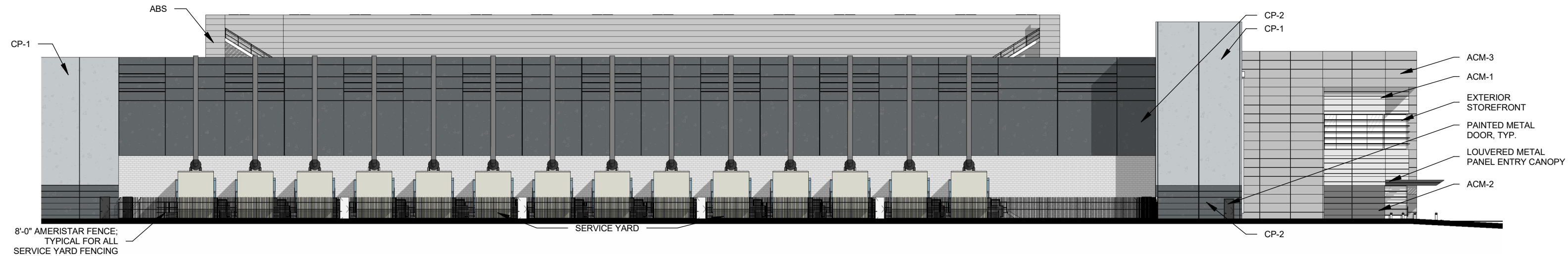
- CP-1 | TILT-UP CONCRETE PANEL**
PAINTED
SHERWIN WILLIAMS SW 7075 WEB GRAY
ELASTOMERIC COATED
- CP-2 | TILT-UP CONCRETE PANEL**
PAINTED
BENJAMIN MOORE 2121-40 SILVER HALF DOLLAR
ELASTOMERIC COATED
- ACM-1 | ALPOLIC COMPOSITE METAL PANEL**
MITSUBISHI CHEMICAL COMPOSITES
MICA MNC CLEAR
- ACM-2 | ALPOLIC COMPOSITE METAL PANEL**
MITSUBISHI CHEMICAL COMPOSITES
MZG MICA GREY
- ACM-3 | ALPOLIC COMPOSITE METAL PANEL**
MITSUBISHI CHEMICAL COMPOSITES
PEX PEWTER METALLIC
- ABS | ACOUSTIC BARRIER SCREEN WALL**

EXTERIOR ELEVATIONS





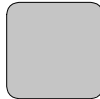

--1/32" = 1'-0" --



2 NORTH/SOUTH EXTERIOR ELEVATION



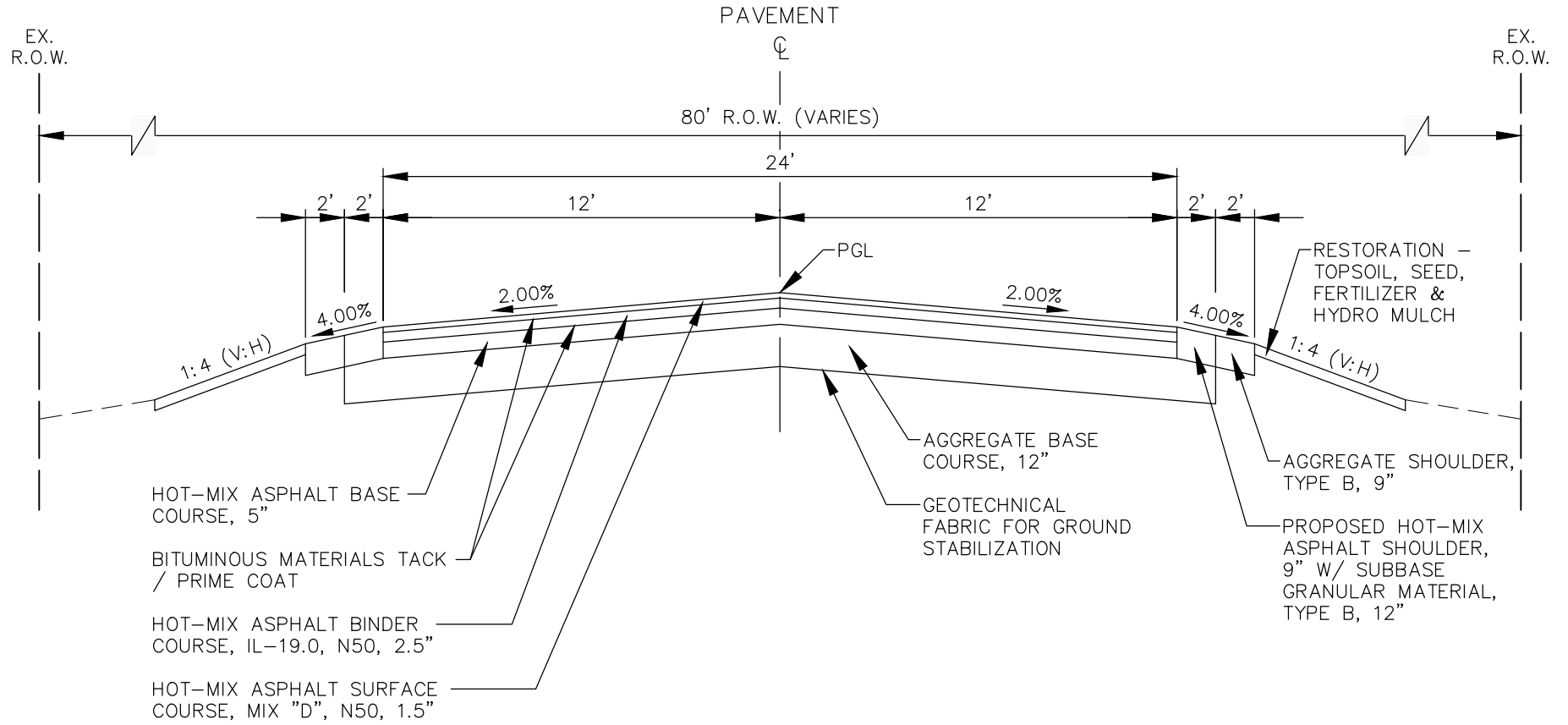
1 EAST/WEST EXTERIOR ELEVATION

 <p>CP-1 TILT-UP CONCRETE PANEL PAINTED SHERWIN WILLIAMS SW 7075 WEB GRAY ELASTOMERIC COATED</p>	 <p>CP-2 TILT-UP CONCRETE PANEL PAINTED BENJAMIN MOORE 2121-40 SILVER HALF DOLLAR ELASTOMERIC COATED</p>	 <p>ACM-1 ALPOLIC COMPOSITE METAL PANEL MITSUBISHI CHEMICAL COMPOSITES MICA MNC CLEAR</p>	 <p>ACM-2 ALPOLIC COMPOSITE METAL PANEL MITSUBISHI CHEMICAL COMPOSITES MZG MICA GREY</p>	 <p>ACM-3 ALPOLIC COMPOSITE METAL PANEL MITSUBISHI CHEMICAL COMPOSITES PEX PEWTER METALLIC</p>	 <p>ABS ACOUSTIC BARRIER SCREEN WALL</p>
---	--	---	--	--	--

EXTERIOR ELEVATIONS

--1/32" = 1'-0" --

PROPOSED FAXON ROAD AND BEECHER ROAD PAVEMENT SECTION



Plotted: May 23, 2024 @ 3:47 PM By: Kris Pung - Tab: Proposed Section

UNITED CITY OF YORKVILLE
 KENDALL COUNTY, ILLINOIS

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<h3>CROSS SECTION</h3>		
 <p>Engineering Enterprises, Inc. 52 Wheeler Road Sugar Grove, Illinois 60554 630.466.6700 - www.eeiweb.com</p>	SCALE: NTS	DRAWN BY: KKP
	DATE: 05/23/24	REVISED:

Path: H:\SDSKPROJ\YO_YORKVILLE\2024\Y02426\DWG EXHIBIT\Y02426-TYPSECTIONS

PRELIMINARY COST ESTIMATE



JOB NO:	YO2426-DR
DESIGNED:	JHS/CJO
DATE:	July 1, 2024
PROJECT TITLE:	Faxon Road Reconstruction

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SY	175	\$ 25.00	\$ 4,375.00
2	EARTH EXCAVATION	CY	5,440	\$ 40.00	\$ 217,600.00
3	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SY	7,510	\$ 3.00	\$ 22,530.00
4	AGGREGATE BASE COURSE, 12"	SY	7,510	\$ 22.00	\$ 165,220.00
5	HOT-MIX ASPHALT BASE COURSE, 5"	SY	6,215	\$ 30.00	\$ 186,450.00
6	BITUMINOUS MATERIALS (PRIME/TACK COAT)	LB	5,595	\$ 0.20	\$ 1,119.00
7	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	985	\$ 90.00	\$ 88,650.00
8	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	540	\$ 100.00	\$ 54,000.00
9	AGGREGATE SHOULDERS, TYPE B, 9"	SY	1,035	\$ 20.00	\$ 20,700.00
10	HOT-MIX ASPHALT SHOULDERS, 9"	SY	1,035	\$ 60.00	\$ 62,100.00
11	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	9,300	\$ 1.00	\$ 9,300.00
12	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	12	\$ 8.00	\$ 96.00
13	PIPE CULVERT REMOVAL	FOOT	180	\$ 40.00	\$ 7,200.00
14	PIPE CULVERTS, CLASS C, TYPE 1, 12"	FOOT	180	\$ 100.00	\$ 18,000.00
15	AGGREGATE SUBGRADE IMPROVEMENT	CY	605	\$ 40.00	\$ 24,200.00
16	RESTORATION	SY	6,215	\$ 15.00	\$ 93,225.00
17	GRADING AND SHAPING DITCHES	FOOT	4,660	\$ 10.00	\$ 46,600.00
18	GUARDRAIL REMOVAL AND REPLACEMENT	FOOT	45	\$ 110.00	\$ 4,950.00
19	SIGN PANEL ASSEMBLY REMOVAL AND REPLACEMENT	EACH	3	\$ 400.00	\$ 1,200.00
20	RELOCATE EXISTING MAILBOX	EACH	2	\$ 750.00	\$ 1,500.00
21	TRAFFIC CONTROL AND PROTECTION	L SUM	1	\$ 30,000.00	\$ 30,000.00
22	MOBILIZATION	L SUM	1	\$ 75,000.00	\$ 75,000.00
23	ELDAMAIN ROAD INTERSECTION IMPROVEMENTS	L SUM	1	\$ 300,000.00	\$ 300,000.00

SUBTOTAL \$ 1,434,015.00

CONTINGENCY (20%) \$ 287,000.00

TOTAL \$ 1,721,015.00

DESIGN ENGINEERING \$ 172,000.00

CONSTRUCTION ENGINEERING \$ 172,000.00

ROW ACQUISITION \$ 100,000.00

TOTAL PRELIMINARY COST ESTIMATE \$ 2,165,015.00

Notes:

24' Edge to Edge Pavement, Plus 4' Shoulders (2' Asphalt, 2' Stone)

Grading and Shaping Ditches Accounts for Full Length of Project

Earth Excavation Accounts for Removal of Pavement, Stone, Base, Clay, Etc. to a Depth of 21"

Earth Excavation Includes Removal of Unsuitable Material for Potential Undercuts

Any Fill Material Necessary is Included in the Cost of Earth Excavation



PRELIMINARY COST ESTIMATE



JOB NO:	YO2426-DR
DESIGNED:	JHS/CJO
DATE:	July 1, 2024
PROJECT TITLE:	Beecher Road Reconstruction

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SY	110	\$ 25.00	\$ 2,750.00
2	EARTH EXCAVATION	CY	3,420	\$ 40.00	\$ 136,800.00
3	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SY	4,725	\$ 3.00	\$ 14,175.00
4	AGGREGATE BASE COURSE, 12"	SY	4,725	\$ 22.00	\$ 103,950.00
5	HOT-MIX ASPHALT BASE COURSE, 5"	SY	3,910	\$ 30.00	\$ 117,300.00
6	BITUMINOUS MATERIALS (PRIME/TACK COAT)	LB	3,520	\$ 0.20	\$ 704.00
7	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	565	\$ 90.00	\$ 50,850.00
8	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	340	\$ 100.00	\$ 34,000.00
9	AGGREGATE SHOULDERS, TYPE B, 9"	SY	655	\$ 20.00	\$ 13,100.00
10	HOT-MIX ASPHALT SHOULDERS, 9"	SY	655	\$ 60.00	\$ 39,300.00
11	THERMOPLASTIC PAVEMENT MARKING - LETTERS & SYMBOLS	SF	125	\$ 4.00	\$ 500.00
12	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	5,860	\$ 1.00	\$ 5,860.00
13	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	48	\$ 8.00	\$ 384.00
14	PIPE CULVERT REMOVAL	FOOT	50	\$ 40.00	\$ 2,000.00
15	PIPE CULVERTS, CLASS C, TYPE 1, 12"	FOOT	50	\$ 100.00	\$ 5,000.00
16	AGGREGATE SUBGRADE IMPROVEMENT	CY	380	\$ 40.00	\$ 15,200.00
17	RESTORATION	SY	3,910	\$ 15.00	\$ 58,650.00
18	GRADING AND SHAPING DITCHES	FOOT	2,930	\$ 10.00	\$ 29,300.00
19	SIGN PANEL ASSEMBLY REMOVAL AND REPLACEMENT	EACH	6	\$ 400.00	\$ 2,400.00
20	RELOCATE EXISTING MAILBOX	EACH	1	\$ 750.00	\$ 750.00
21	TRAFFIC CONTROL AND PROTECTION	L SUM	1	\$ 20,000.00	\$ 20,000.00
22	MOBILIZATION	L SUM	1	\$ 40,000.00	\$ 40,000.00

SUBTOTAL	\$	692,973.00
CONTINGENCY (20%)	\$	139,000.00
TOTAL	\$	831,973.00
DESIGN ENGINEERING	\$	83,000.00
CONSTRUCTION ENGINEERING	\$	83,000.00
ROW ACQUISITION	\$	50,000.00
TOTAL PRELIMINARY COST ESTIMATE	\$	1,047,973.00

Notes:

24' Edge to Edge Pavement, Plus 4' Shoulders (2' Asphalt, 2' Stone)

Grading and Shaping Ditches Accounts for Full Length of Project

Earth Excavation Accounts for Removal of Pavement, Stone, Base, Clay, Etc. to a Depth of 21"

Earth Excavation Includes Removal of Unsuitable Material for Potential Undercuts

Any Fill Material Necessary is Included in the Cost of Earth Excavation

