

ANNEXATION AGREEMENT

This Annexation Agreement ("Agreement"), made this _____ day of _____, 2026, by and between Gensler Gardens, Inc., hereinafter called "OWNER", Venture One Acquisitions, LLC, hereinafter called "CONTRACT PURCHASER and the City of Rockford, a municipal corporation, hereinafter called "CITY";

WHEREAS, the OWNER has entered into a contract for the sale of the property described in Exhibit A attached hereto containing 165.70 acres, hereinafter called "Property", commonly known as 14XX Edson Road and 15XX-16XX Edson Road; Parcel Index Numbers 15-35-300-005, 15-35-100-004 and a portion of 15-35-400-003; and

WHEREAS, the Property is not located within the corporate limits of any municipality and is contiguous (as that term is defined by law), to the present boundaries of the CITY, and otherwise complies with the statutory requirements for annexation to the CITY; and

WHEREAS, the annexation and development of the Property for the uses and purposes provided herein will promote sound planning, will aid in developing the CITY as a balanced community, and will assist the CITY in realizing the intent of the Comprehensive Plan of the City of Rockford; and

WHEREAS, Venture One Acquisitions, LLC, has a contract to purchase the real estate and wishes to develop the Property for industrial purposes; and,

NOW, THEREFORE, IN CONSIDERATION OF the promises of each of the parties to the other and the covenants contained herein, it is hereby agreed as follows:

Section 1. - Annexation

- A. The CITY shall adopt this Agreement by resolution or ordinance in conformity with 65 ILCS 5/11-15.1-3.
- B. Subject to the terms and conditions of this Agreement, the Property shall be duly annexed to the CITY by ordinance in conformity with and pursuant to 65 ILCS 5/7-1-1 and 7-1-8.
- C. Upon execution of this Agreement, Owner shall execute Petition for Annexation Exhibit B attached hereto.

Section 2. - Zoning

Upon the execution of this Agreement, the CITY shall pass the required ordinance or ordinances (the "Ordinance") providing for the zoning and related regulation of the use of the Property as follows:

- A. The OWNER shall file a Zoning Map Amendment and the Property shall be zoned I-3, Airport Industrial Zoning District.

- B. Residential Uses shall be prohibited on the property.
- C. The CONTRACT PURCHASER agrees to pay usual and customary zoning fees for the property when applying for the Zoning Map Amendment or any subsequent zoning related petitions.
- D. The CITY shall hold any public hearing required by law to be held before the adoption of any such ordinance amendment prior to the execution of this Agreement and such ordinance amendment shall be enacted according to law.

Section 3. - Development of Site

- A. Development of the site shall be in conformance with this Agreement and the Zoning Approvals.
- B. No development shall take place on the Property during the term of this Agreement unless public sewer and water are available to serve the Property as developed. The fees and costs for connection to such public facilities shall be as provided by Ordinance.

Section 4. - Water Service

The CONTRACT PURCHASER, upon payment of the required fees or costs, shall be allowed to connect the Property to an existing CITY water main. As a condition of connection to the CITY water supply, the CONTRACT PURCHASER shall abandon any wells on the Property in conformance with all applicable laws and regulations.

Section 5. - Sanitary Sewer

The CONTACT PURCHASER shall connect the Property to Four Rivers Sanitation Authority sanitary sewer. As a condition of connection to the Four Rivers Sanitation Authority, the CONTRACT PURCHASER shall abandon any septic system on the Property in conformance with all applicable laws and regulations.

Section 6. - Notices

Any notice or correspondence hereunder from any party hereto to the other party shall be in writing and mailed by first class mail postage prepaid as follows:

<p>To the City: Legal Director City of Rockford Dept. of Law 425 E. State Street Rockford, IL 61104</p>	<p>To the Owner: Gensler Gardens, Inc. c/o _____ Gensler 8631 11th Street Davis Junction, IL 61020</p>	<p>To the Contract Purchaser: Venture One Acquisitions, LLC c/o Mark Goode, Manager 9500 W. Bryn Mawr Avenue Suite 340 Rosemont, IL 60018</p>
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or to such address as either party may from time to time designate by notice to the other.

Section 7. - Effect of Agreement

- A. This Agreement shall run with each lot or parcel in the Property and shall be binding upon and inure to the benefit of the parties, their successors and assigns, including the Owner's successors in title. The CITY shall record a copy of this Agreement or a memorandum reflecting this Agreement in the Winnebago County Recorder's Office, and may impose such other notification requirements (such as the requirement of a notation on any subdivision plat) as it determines to be reasonably necessary.

- B. The OWNER hereby agrees to take no action either by petition, ballot, or otherwise annex to another city or village at the time said Property may become contiguous to another city or village. The CITY shall have all rights and remedies provided by Illinois law, including the obtaining of an injunction, suit for performance, and actions for money damages, for any breach of this Agreement.

- C. Unless specifically provided herein, the development of the Property shall be subject to all City of Rockford codes and ordinances of general applicability, presently in effect or adopted in the future, during the term of this Agreement.

Section 8. - Mutual Assistance

The parties agree to do all things necessary or appropriate to carry out the terms of this Agreement and to aid and assist each other to carry out the terms of this Agreement, including causing to be executed all documents required to effect the terms hereof.

Section 9. - Term

The term of this Agreement shall be twenty (20) years from the date of its execution, or when all terms of this Agreement have been met.

IN WITNESS WHEREOF, the parties have executed this Annexation Agreement.

CITY OF ROCKFORD, a municipal corporation

BY: _____
Mayor

ATTEST:

Legal Director

OWNER:

Gensler Gardens, Inc.

By:

William Gensler, President
William Gensler

CONTRACT PURCHASER:

VENTURE ONE ACQUISITIONS, LLC, an Illinois limited liability company

BY: Mark Goode
Mark Goode, Manager

PREPARED BY AND RETURN TO:
CITY OF ROCKFORD DEPT. OF LAW
425 E. State Street
Rockford, IL 61104
(779) 348-7300

EXHIBIT A

Legal Description for PINs 15-35-300-005, 15-35-100-004 and (a portion of) PIN 15-35-400-003

Part of the Southeast Quarter, Northwest Quarter and Southwest Quarter all in Section 35, Township 43 North, Range 1 East of the Third Principal Meridian, Winnebago County, Illinois, described as follows:

Beginning at the southeast corner of said Southwest Quarter; thence South 88 degrees 41 minutes 46 seconds West, 1077.87 feet on the south line of said Southwest Quarter; thence North 00 degrees 58 minutes 53 seconds West, 702.54 feet; thence South 88 degrees 41 minutes 46 seconds West, 242.20 feet to the easterly Right of Way line of the Illinois Railway; thence North 09 degrees 55 minutes 32 seconds East, 3322.76 feet on said easterly right of way line, to the south line of Lot 3 of Plat No. 1 of Reload Center, the Plat of which is recorded in Book 48 of Plats on Page 191A in the Winnebago County Recorder's Office; thence North 88 degrees 20 minutes 01 seconds East, 691.22 feet on said south line, to the east line of said Northwest Quarter; thence South 00 degrees 59 minutes 18 seconds East, 1323.23 feet on said east line, to the north line of said Southeast Quarter; thence North 88 degrees 38 minutes 10 seconds East, 1203.55 feet on said north line; thence South 00 degrees 58 minutes 53 seconds East, 2644.43 feet to the south line of said Southeast Quarter; thence South 88 degrees 42 minutes 37 seconds West, 1203.54 feet on said south line, to the Point of Beginning; Situated in the County of Winnebago and the State of Illinois.

EXHIBIT B

(Attach the executed Petition for Annexation here)

PETITION FOR ANNEXATION

THE UNDERSIGNED person(s), referred to in this document as the "Petitioner(s)", declare the following facts are true and correct:

1. The Petitioner(s) include all of the owners of the following property:
 - (a) Address: 14xx Edson Road, 15xx-16xx Edson Road and 8631 11th Street
 - (b) Parcel Index No. 15-35-300-005, 15-35-100-004 and a portion of 15-35-400-003; and
 - (c) Legal Description: Attached
 - (d) Acres: 165.70 acres
2. This property does not lie within the corporate boundaries of any municipality.
3. This property is adjacent or contiguous to the City of Rockford.
4. Any electors (eligible voters) residing on the property are included in this Petition.
5. The Petitioner(s) wish to have the property annexed to the City of Rockford subject to the terms of the Annexation Agreement.
6. The Petitioner hereby acknowledges that the City of Rockford is under no obligation to provide additional public improvements (curb, gutter, sidewalks, storm or sanitary sewer, etc.) by reason of annexation.

WHEREFORE, the Petitioner requests that the above-described property be annexed to the City of Rockford pursuant to 65 ILCS 5/7-1-8.

Dated: 3-18-2026

PETITIONER:

By: William Gensler, President
GENSLER GARDENS, INC.

Subscribed and sworn to
this 18th day of March, 2026.

Tyler Powell
Notary Public



EXHIBIT A

Legal Description for PINs 15-35-300-005, 15-35-100-004 and (a portion of) PIN 15-35-400-003

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Beginning at the southeast corner of said Southwest Quarter; thence South 88 degrees 41 minutes 46 seconds West, 1077.87 feet on the south line of said Southwest Quarter; thence North 00 degrees 58 minutes 53 seconds West, 702.54 feet; thence South 88 degrees 41 minutes 46 seconds West, 242.20 feet to the easterly Right of Way line of the Illinois Railway; thence North 09 degrees 55 minutes 32 seconds East, 3322.76 feet on said easterly right of way line, to the south line of Lot 3 of Plat No. 1 of Reload Center, the Plat of which is recorded in Book 48 of Plats on Page 191A in the Winnebago County Recorder's Office; thence North 88 degrees 20 minutes 01 seconds East, 691.22 feet on said south line, to the east line of said Northwest Quarter; thence South 00 degrees 59 minutes 18 seconds East, 1323.23 feet on said east line, to the north line of said Southeast Quarter; thence North 88 degrees 38 minutes 10 seconds East, 1203.55 feet on said north line; thence South 00 degrees 58 minutes 53 seconds East, 2644.43 feet to the south line of said Southeast Quarter; thence South 88 degrees 42 minutes 37 seconds West, 1203.54 feet on said south line, to the Point of Beginning; Situated in the County of Winnebago and the State of Illinois.

Addendum to Annexation Agreement
Between the City of Rockford and Venture One Acquisitions, LLC

THIS ADDENDUM is made and entered into in this ____ day of May, 2026, by and between the City of Rockford, Illinois, an Illinois municipal corporation (the "City") and Venture One Acquisitions, LLC, and its successors and assigns ("Developer"), on the following terms and conditions below. City and Developer are sometimes collectively referred to below as the "Parties."

- A. WHEREAS, the City and Developer are completing an Annexation Agreement in which Developer proposes to purchase real property described in Exhibit A attached hereto and incorporated herein, containing 165.70 acres commonly known as 14XX Edson Road and 15XX-16XX Edson Road; Parcel Index Numbers 15-35-300-005, 15-35-100-004 and a portion of 15-35-400-003 ("Subject Property"). Developer proposes to further develop the Subject Property for industrial purposes ("Project"), and
- B. WHEREAS, the purpose of this Addendum is to amend the proposed use of the premises to prohibit the establishment and/or operation of a data center on the Subject Property; and
- C. WHEREAS, the Annexation Agreement will be revised by including these provisions in this Addendum, which is incorporated into and made a part of the Annexation Agreement to which it is attached; and

NOW, THEREFORE, for and in consideration of the parties' covenants and agreements contained herein and in the Development Agreement, the City and Developer covenant and agree as follows:

1. Revised Section 3 (C) Use. The Parties hereby acknowledge and agree that the Subject Property shall not be used as a Data Center. As of the date of this Addendum, Section 3 (C) shall be added to the Agreement and read: "Developer agrees that the property shall not be used for Data Center."

This Addendum is in addition to, and made part of, the Annexation Agreement, and in the event there is any conflict between the Annexation Agreement and this Addendum, the provisions of this Addendum shall control. Except as modified by this Addendum, all other provisions of the Agreement remain in full force and effect.

<Signature Page follows>

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Annexation Agreement by and between the City of Rockford and Venture One Acquisitions, LLC, on the date first above written.

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City of Rockford, Illinois
an Illinois municipal
corporation

By: _____

Thomas P. McNamara, Mayor

Attest:

City Legal Director

Venture One Acquisitions,
LLC

By: 
Mark Goode, Manager