



**DEKALB CITY COUNCIL AGENDA  
SPECIAL MEETING  
DECEMBER 2, 2021  
5:00 P.M.**

DeKalb Public Library  
Yusunas Meeting Room  
309 Oak Street  
DeKalb, Illinois 60115

**COVID-19 Notice: The corporate authorities of the City of DeKalb intend to conduct this meeting in-person with a physically present quorum that is open to the public and in compliance with all applicable public health requirements. Pursuant to Governor Pritzker's Executive Orders 21-22 and 21-30, all persons attending this meeting who are age two or over and able to medically tolerate a face covering (a mask or cloth face covering) shall be required to wear protective face masks/coverings.**

**A. CALL TO ORDER AND ROLL CALL**

**B. PLEDGE OF ALLEGIANCE**

**C. APPROVAL OF THE AGENDA**

**D. PUBLIC PARTICIPATION**

**E. RESOLUTIONS**

- 1. Resolution 2021-103 Approving a Development Agreement Between the City of DeKalb and Clear Investment Group, LLC.**

**F. ADJOURNMENT**

Notice of a Special Meeting of the City Council of the City of DeKalb for December 2, 2021, at 5:00 p.m. called pursuant to Chapter 2 "City Council", Section 2.05 "Special Meetings", of the Municipal Code of the City of DeKalb, Illinois.

A handwritten signature in black ink, appearing to read "Ruth A. Scott", is written over a light blue, textured background.

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**RUTH A. SCOTT**, Executive Assistant



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**A. CALL TO ORDER AND ROLL CALL**

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**C. APPROVAL OF THE AGENDA**

**D. PUBLIC PARTICIPATION**

**E. RESOLUTIONS**

**1. Resolution 2021-103 Approving a Development Agreement Between the City of DeKalb and Clear Investment Group, LLC.**

City Manager's Summary: The attached resolution extends an incentive to Clear Investment Group, LLC, a Chicago-based real estate firm that specializes in the acquisition, renovation and maintenance of larger, affordable apartment buildings that can be successfully remodeled and maintained under strong management. The firm is presently in negotiation with Hunter Properties to purchase Hunter Ridgebrook Properties (184 units), Hunter Tri-Frat, LLC, (40 units); and Lincoln Tower (66 units), as well as several smaller Hunter properties within the City of DeKalb to renovate and hold them as safe and clean rental properties. The sole owner is Amy Rubenstein, who is also a principal in Windy City RE, LLC. In all, Clear Investment Group will invest about \$22,500,000 to acquire 403 units from Hunter Properties. The total investment in Hunter Ridgebrook will be over \$13,000,000 of which \$3,000,000 will be dedicated toward renovation and upgrades.

If approved, the attached agreement would extend \$1 million from the City's general revenues to assist in the acquisition and renovation of Hunter Ridgebrook (the "Property") with the common addresses of 808 Ridge Drive, 832 Ridge Drive, and 835 Edgebrook Drive. This three-building complex has a present total of 184 residential apartment units in three buildings with parking lots and surrounding yard areas. The buildings account for a disproportionately high percentage of Police and Fire

responses every month and have accounted for over a thousand property maintenance code infractions in the past three years.

**In exchange for this financial incentive, Clear Investment Group, LLC shall:**

- a) Acquire title to the Property within three (3) months of the approval of the Agreement;
- b) Complete the renovation of the Property within twelve (12) months of the date of the issuance of the first building permit requested by Clear Investment Group;
- c) Agree to own, maintain, and operate the Property for a minimum of three (3) years;
- d) Protect the safety of its tenants and guests on the Property with a variety of security measures including the following:
  - The installation of security camera systems for the exterior and common areas of the property, including commonly accessible entrances and exits, parking lots and hallways;
  - The maintenance of such cameras by a reputable vendor and installer of security camera systems;
  - The maintenance of video footage from the security cameras in a secure, remote location accessible only by the designated Property Manager or the ownership group;
  - Twenty-four hour access by the DeKalb Police Department to the live feed from the security cameras;
  - Periodic management walk-throughs of the Property's common areas;
  - Private security personnel as may be reasonably necessary in the Developer's sole discretion;
  - The installation and maintenance of "Knox Box" entry systems at strategic locations for use by the City's emergency responders;
  - Annual inspections of the common areas by the City's Police, Fire and Building and Code Department personnel for the purpose of confirming compliance with applicable City codes; and
  - A **No-Trespass Agreement** that allows the Police Department to issue verbal or written "no trespass" warnings to any person unlawfully on the Property, including open spaces, common hallways, gathering areas, or other common areas. The Developer shall provide identification information for tenants and guests who are entitled to the enjoyment of the premises.

Clear Investment Group shall also indemnify and hold harmless the City and its officers and employees from any claims or costs arising out of the good faith exercise of the duties described in this Agreement.

### **The Incentive**

Within 10 business days of the approval of the effective date of the Agreement, the City shall pay the Developer \$1,000,000 to be used for the acquisition and redevelopment of the Property. The City shall deposit the incentive funds in an escrow account held by a third-party mutually agreed by the parties until the real estate closing. These funds will be transferred from the City's General Fund reserve, which is projected to be \$16,611,650 at the end of 2021. If the incentive is transferred to the Developer, the estimated fiscal year-end General Fund reserve of \$15,611,650 would constitute 42% of the City's estimated FY2021 expenditures. The restricted General Fund reserve for FY21 is 25% by City policy.

### **Special Service Area #30**

Under the terms of the proposed Agreement, funds that have accumulated in Special Service Area #30 that was created in 2020 can be used by the Developer for the purposes outlined in the SSA. These repairs and improvements include parking lot maintenance, grounds maintenance, the installation and maintenance of exterior cameras, creation of a pocket park, etc.

### **Recommendation**

On August 12, 2019, after a series of arson fires at Hunter Ridgebrook, the DeKalb City Council considered a staff report on the pattern of landlord neglect and cynical indifference to tenant health and safety at the Property. The staff report identified the sharp relative and absolute increase in Police calls to the Property after its acquisition by Hunter Properties, as well as a similar ramping of code enforcement violations. Since 2019, the extraordinarily high level of City involvement has continued, but the City was able to gain a court-ordered settlement agreement in the fall of 2020 that gave rise to the pursuit of a special service area (SSA #30). As a result of the further prosecution of continuing code violations and criminal activity at Hunter Ridgebrook, an additional settlement agreement was reached in May 2021 that created the opportunity for the City to exercise an option to purchase any or all of the following Hunter properties: Lincoln Tower, Hunter Ridgebrook, Hunter Hillcrest and Hunter Tri-Frat. This settlement led to the City's purchase of Hunter Hillcrest on October 18, 2021 for \$1,185,000.

Notwithstanding these hard-fought legal challenges and limited successes over 2-1/2 years, the City does not have the financial means to acquire the remaining Hunter holdings to create circumstances that would lead to the successful renovation of those holdings. Substantial private equity is needed. There is now an opportunity to partner with a private development firm with a proven track record that can establish the safe and clean living spaces that the Council, City departments, and AGN neighborhood groups and residents have been struggling to create.

**City Council approval is recommended.**

## **F. ADJOURNMENT**

**APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF DEKALB, ILLINOIS AND CLEAR INVESTMENT GROUP, LLC.**

**WHEREAS**, the City of DeKalb (the “City”) is a home rule unit of local government and may exercise any power and perform any function pertaining to its government and affairs pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

**WHEREAS**, the City is authorized to contract with individuals in any manner not prohibited by law pursuant to Article VII, Section 10 of the Illinois Constitution of 1970; and

**WHEREAS**, Clear Investment Group, LLC (the “Developer”) is the contingent contract purchaser of property that is located at the common addresses of 808 Ridge Drive, 832 Ridge Drive, and 835 Edgebrook Drive, DeKalb, IL 60115 (the “Property”); and

**WHEREAS**, the Property has been in a state of distress, disrepair, underutilization, obsolescence, and non-conformity with minimum standards for health and safety under the City’s Municipal Code (the “Code”) for several years; and

**WHEREAS**, Developer intends to acquire, improve, renovate, and maintain the Property in conformity with the Code for use as desirable residential apartments at a total estimated cost of approximately \$13,000,000.00 (the “Project”); and

**WHEREAS**, Developer has requested \$1,000,000.00 in economic incentives from the City to complete the Project (the “Incentive”); and

**WHEREAS**, Developer represents that it has the requisite skill, expertise, and financing to complete the Project, that the Project will likely result in increased property tax revenues for the City, and that the Project would not be completed but for the Incentive; and

**WHEREAS**, Developer and City negotiated a development agreement for the Property in the same or substantially similar form as Exhibit A attached hereto and incorporated herein by reference (the “Development Agreement”); and

**WHEREAS**, the City’s corporate authorities find that it is in the City’s best interests for the promotion of the public health, morals and welfare to approve the Development Agreement in accordance with the provisions of this Resolution; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DEKALB, ILLINOIS:**

**SECTION 1:** The recitals to this Resolution are true, correct, material, adopted, and incorporated herein by reference as if fully set forth as Section 1 to this Resolution.

**SECTION 2:** The City’s corporate authorities approve and authorize: (1) the Development Agreement in the same or substantially similar form as Exhibit A attached hereto and incorporated herein; (2) the expenditure of the Incentive from the City’s General Fund reserve pursuant to the terms of the Development Agreement; (3) the Mayor’s execution of the Development Agreement on the City’s behalf; (4) the Executive Assistant’s attestation of the Development Agreement; and (5) the City Manager’s performance of all acts necessary to effectuate the Development Agreement including, but not limited to, entering into an escrow agreement for the Incentive.

**SECTION 3:** This resolution and each of its terms shall be the effective legislative act of a home

rule municipality without regard to whether such resolution should (a) contain terms contrary to the provision of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the City's corporate authorities that to the extent that the terms of this resolution should be inconsistent with any non-preemptive state law, that this resolution shall supersede state law in that regard within its jurisdiction.

**SECTION 4:** This resolution shall be in full force and effect from and after its passage and approval as provided by law.

**PASSED BY THE CITY COUNCIL** of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 2<sup>nd</sup> day of December 2021 and approved by me as Mayor on the same day by an \_\_\_\_\_ roll call vote as follows:

Morris: \_\_\_\_\_

Larson: \_\_\_\_\_

Smith: \_\_\_\_\_

Perkins: \_\_\_\_\_

McAdams: \_\_\_\_\_

Verbic: \_\_\_\_\_

Faivre: \_\_\_\_\_

Barnes: \_\_\_\_\_



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**COHEN BARNES, Mayor**

ATTEST:

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Ruth A. Scott, Executive Assistant

**EXHIBIT A**  
**(Development Agreement with Clear Investment Group, LLC)**

**REDEVELOPMENT AGREEMENT**  
**(808 Ridge Dr., 832 Ridge Dr., and 835 Edgebrook)**

This Redevelopment Agreement (the “Agreement”) is made and entered into this December 2, 2021 (the “Effective Date”), by and between the City of DeKalb, an Illinois municipal corporation (the “City”) and Clear Investment Group, LLC, an Illinois limited liability company (the “Developer”), who are collectively referred to as the Parties.

**RECITALS:**

**WHEREAS**, the City is a home rule unit of local government and may exercise any power and perform any function pertaining to its government and affairs pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

**WHEREAS**, the City is authorized to contract or otherwise associate with individuals in any manner not prohibited by law pursuant to Article VII, Section 10 of the Illinois Constitution of 1970; and

**WHEREAS**, Developer is the contingent contract purchaser of property that is located in the City and legally described in Exhibit A attached hereto and incorporated herein by reference (the “Property”); and

**WHEREAS**, the Property consists of three (3) three-story buildings with a total of approximately 185 residential apartment units, a parking lot, and green space; and

**WHEREAS**, the Property has been in a state of distress, disrepair, underutilization, obsolescence, non-conformity with the City’s minimum standards for health and safety under the City’s Municipal Code (the “Code”), and other blighted conditions for several years due to the existing ownership and management of the Property; and

**WHEREAS**, Developer intends to acquire and manage the Property by repairing, rehabilitating, renovating, and maintaining the Property to conform to Code, beautify the

Property, and operate the Property for use as desirable residential apartments at a total estimated cost of \$13,000,000.00 (the "Project"); and

**WHEREAS**, Developer has requested \$1,000,000.00 in economic incentives from the City for the Project (the "Incentive"); and

**WHEREAS**, Developer represents that the Project would not be completed but for the Incentive, but that Developer otherwise has sufficient financing, expertise, and skill to complete the Project in accordance with this Agreement; and

**WHEREAS**, Developer acknowledges that it is not entitled to the Incentive and that the Incentive constitutes valuable consideration for the Parties' promises herein; and

**WHEREAS**, the Parties negotiated and voluntarily entered into this Agreement for the purpose of enabling the redevelopment of the Property consistent with this Agreement; and

**WHEREAS**, the Parties are legally authorized to enter into this Agreement and to perform all of their respective promises set forth herein; and

**WHEREAS**, the City's corporate authorities considered this Agreement and determined that the best interests of the City's health, safety, and welfare including, but not limited to, the sustainable economic growth and development of the City and enhanced equalized assessed valuation of the Property, will be served by this Agreement.

**NOW, THEREFORE**, in consideration of the promises, undertakings and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged by the Parties hereto, the Parties agree as follows:

**1.0 Recitals**: The foregoing recitals are true, correct, material, adopted, and incorporated by reference into this Agreement as if fully set forth in this paragraph.

**2.0 Development of the Property:** Subject to force majeure as defined in Section 8.5(c) of this Agreement, Developer shall commence and complete the Project with reasonable professional skill and in substantial accordance with this Agreement within twelve (12) months of the date of the issuance of the first building or construction permit requested by Developer in connection with the Project; provided, however, that Developer shall first acquire, subject to the terms and conditions of Developer's contract to purchase the Property, title to the Property within three (3) months of this Agreement. The re-development of the Property shall substantially conform to the plans approved by City staff and comply with the Code and all other applicable ordinances, regulations, and laws. The City agrees to promptly issue permits requested by Developer in connection with the Project. Developer shall pay all applicable fees required by the Code for the Project including, but not limited to, permit and building inspection fees.

**3.0 Maintenance of the Property:** Developer shall designate an agent, employee, or contractor to serve as Developer's primary manager of the Property (the "Property Manager") and provide the City with the Property Manager's contact information. Developer or the Property Manager shall maintain the Property in substantial compliance with the Code and all other applicable ordinances, regulations, and laws. Developer or the Property Manager shall manage, operate, and maintain the Property with reasonable professional skill by appropriately trained personnel. Developer shall reasonably cooperate in good faith with the City to maintain the Property in substantial compliance with the Code and applicable City ordinances, rules, and regulations relating to property maintenance and crime free housing.

Developer further agrees to exercise reasonable care to protect the safety of tenants and invitees on the Properties from reasonably foreseeable criminal acts

including, but not limited to, providing the following security measures for the Property: (1) retaining a reputable vendor and installer of security camera systems to install security camera systems for the exterior and common areas of the Property, including commonly accessible entrances and exits, parking lots, and hallways (the "Security Cameras"); (2) exercising reasonable care in maintaining operational Security Cameras at all times; (3) maintaining the video footage of the Security Cameras in a secure central and remote location accessible only by the Property Manager or Developer; (4) providing the City's Police Department access to the live feed of the Security Cameras at all times; (5) conducting periodic security walkthroughs on the Property (subject to tenants' rights under their respective leases); (6) providing private security personnel as may be reasonably necessary in Developer's sole discretion and judgment; (7) installing, maintaining, and providing access to a "Knox Box" entry system on the Property's primary building entrances for use by the City's emergency responders; (8) allowing annual inspection(s) of the Property's common areas by the City's Police Department, Fire Department, and Code Enforcement Division for the purpose of confirming compliance with the Code; and (9) executing a "No Trespass Agreement" in the same or substantially similar form as Exhibit B attached hereto and incorporated herein (the "No Trespass Agreement").

**4.0 Special Service Area #30 ("SSA #30"):** Subject to the City's consent, which shall not be unreasonably withheld, Developer shall be allowed to administer and provide services for SSA #30 in conformity with the purposes of SSA #30, the Code, and applicable law. Developer and Developer's agents, employees, and independent contractors shall not be entitled to compensation from the SSA #30 fund for the administration of SSA #30, but may be entitled to compensation from the SSA #30 fund

for the provision of SSA #30's services if Developer provides the City sufficient records to establish Developer's entitlement to such compensation and performs said services in compliance with the Code and applicable laws, ordinances, rules, and regulations. The City agrees to consult and cooperate in good faith with Developer before extending the property tax levy for SSA #30, terminating SSA #30, and expending SSA #30 funds for the administration or provision of services that are not performed by Developer. Except for claims arising out of or related to the City's gross negligence, fraud or intentional misconduct, Developer and Developer's authorized agents, employees, contractors, assigns, affiliates, officers, owners, managers, and subsidiaries agree to waive, release, and hold harmless the City and the City's officers, employees, agents, and contractors from and against any and all claims, causes of action, damages, liabilities, losses, restitution, costs, and reasonable attorney's fees arising out of or relating to SSA #30 including, but not limited to, SSA #30's establishment, administration, provision of services, expenditure of funds, extension of the property tax levy, enlargement, disconnection, dissolution, and termination. Developer's obligations under this Section shall survive the termination of this Agreement.

**5.0 The Incentive:** Within ten (10) business days of the Effective Date of this Agreement, the City shall pay to the Developer a total amount not to exceed \$1,000,000.00 U.S. Dollars to be used by the Developer for the sole benefit and purpose of the Project including, but not limited to, Developer's acquisition and renovation of the Property (the "Incentive"). The City may deposit the Incentive to be held in escrow by a third-party mutually agreed upon by the Parties, who the Parties stipulate shall be Chicago Title Insurance Company (Sycamore), subject to the terms of said escrow agreement; provided, however, that 100% of the Incentive shall be disbursed to

Developer at the time of closing of the Property, subject to the terms of Developer's contract to purchase the Property. The Parties acknowledge that the City's liability to pay the Incentive shall be expressly limited to funds available to the City in the City's General Fund reserves. The City's limited obligation under this Agreement to pay the Incentive to Developer shall neither constitute an indebtedness of the City under Illinois law, nor shall it constitute or give rise to any pecuniary liability, charge, or lien against the City, any City fund, or otherwise require the City to utilize its taxing authority to fulfill the terms of this Agreement.

**6.0 Insurance:** Prior to commencement of the Project, the Developer (or the Developer's contractor) shall procure and deliver to the City, at the Developer's (or such contractors) cost and expense, and shall maintain in full force and effect until each and every obligation of the Developer contained in this Agreement has been fully paid or performed, a policy or policies of general comprehensive liability insurance and, during any period of construction, contractor's liability insurance and workers' compensation insurance, with liability coverage under the comprehensive insurance to be not less than \$1,000,000.00 for each occurrence and \$2,000,000 total and including automobile insurance coverage, all such policies to be in such form and issued by such companies having a rating equal, greater than, or equivalent to Best's Insurance Reports classification of A-VIII to protect the City and the Developer against any liability incidental to the use of or resulting from any claim for injury or damage occurring in or about the Project. Each such policy shall name the City as an additional insured and shall contain an affirmative statement by the issuer that it will give written notice to the Developer and the City at least 30 days prior to any cancellation or amendment of its policy. Any other insurance or self-insurance maintained by the City shall be in excess to and not contribute

to the protection the City receives as an additional insured on the insurance required by this Agreement. Notwithstanding any other provision of this Agreement, the Developer shall have the right to self-insure for some or all the risks or to retain such portion of the risk as the Developer may see fit; provided; however, that the net worth of the Developer, as determined in accordance with generally accepted accounting principles, exceeds \$5,000,000.00. Specific requirements imposed on the Developer with regard to indemnification and insurance coverage shall not be considered exclusive of any other Code, rule, ordinance, or regulation of general applicability. The inclusion of such specific requirements in this Agreement shall not be construed as a waiver of the City's independent right and authority to apply and enforce its various codes, rules, regulations, and ordinances of general applicability for insurance, surety, and bonding against the Developer and its successors in title.

**7.0 Indemnification:** Except for claims arising out of or related to the City's gross negligence, fraud or intentional misconduct, Developer and Developer's authorized agents, employees, contractors, assigns, affiliates, officers, owners, managers, and subsidiaries agree to waive, release, and hold harmless the City and the City's officers, employees, agents, and contractors from and against any and all causes of action, claims, liabilities, losses, damages, injuries, expenses, costs, and reasonable attorney's fees relating to or arising out of this Agreement, the Incentive, the Project, and the maintenance of the Property. Developer's obligations under this Section shall survive the expiration of this Agreement.

**8.0 Miscellaneous:**

8.1 The Parties acknowledge and agree that the individuals who are members of the group constituting the City's corporate authorities are entering into this Agreement in their corporate capacities as members with full authority of such group and shall have no personal liability in their individual capacities.

8.2 (a) This Agreement shall be valid and binding for a term of three (3) years after the effective date of this Agreement, upon the City and Developer, together with their respective successors and assigns, and is further intended to be binding upon each successive lot owner of any lots of record, and shall constitute a covenant running with the land.

(b) Developer may assign this Agreement subject to the City's written consent, which shall not be unreasonably withheld, conditioned or delayed, but only in connection with its conveyance of all or any part of the Property, and upon said assignment and acceptance by an assignee, Developer shall have no further obligations hereunder as to the Property or that portion of the Property conveyed, but shall continue to be bound by this Agreement and shall retain the obligations created thereby with respect to any portion of the Property retained and not conveyed. If Developer or its successors sell a portion of the Property, the seller shall be deemed to have assigned to the purchaser any and all rights and obligations it may have under this Agreement which affect the portion of the Property sold or conveyed and thereafter the seller shall have no further obligations under this Agreement as it relates to the portion of the Property so conveyed, but any such seller shall retain any rights and obligations it may have under this Agreement with respect to any part of the Property retained and not conveyed by such seller.

8.3 The failure of any party to this Agreement 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. No action taken by any party to this Agreement shall be deemed to constitute an election of remedies, and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any party at law or equity.

8.4 In the event that any pertinent existing or future regulations, resolutions or ordinances of the City are inconsistent with or conflict with the terms or provisions of this Agreement, the terms or provisions of this Agreement shall supersede the regulations, resolutions or ordinances in question to the extent of such inconsistency or conflict

8.5 (a) Upon a breach of this Agreement, any of the parties may secure the specific performance of the covenants and agreements herein contained or may exercise any remedies available at law via an appropriate action, the sole venue for which shall be in the Circuit Court of DeKalb County, Illinois.

(b) In the event of a material breach of this Agreement, the parties agree that the party alleged to be in breach shall have thirty (30) calendar days after written notice of said breach to correct the same prior to the non-breaching party seeking a judicial remedy as provided for herein; provided, however, that said thirty (30) day period shall be extended if the defaulting party has commenced to cure said default and is diligently proceeding to cure the same.

(c) If the performance of any covenant to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party including, without limitation, acts of God, war, strikes, inclement weather conditions, inability to secure governmental permits, or similar acts, but specifically excluding epidemics, pandemics, and public health emergencies such as COVID-19, the time for such performance shall be extended by the length of such delay; provided, however, the party that seeks the benefit of this provision shall give the other(s) written notice of both its intent to rely upon this provision and the specific reason which permits the party to avail itself of the benefit of this provision.

8.6 This Agreement sets forth all agreements, understandings, and covenants between and among the parties. This Agreement supersedes all prior agreements, negotiations and understandings, written and oral, and is a full integration of the entire Agreement of the parties. Any amendment to this Agreement shall be in writing duly approved by the Parties.

8.7 This Agreement is not intended to and shall not be construed as creating an agency, joint venture, or partnership relationship between the Parties or giving any third-party any interests or rights with respect to this Agreement.

8.8 If any provision, clause, word, or designation of this Agreement is held to be invalid by any court of competent jurisdiction, such provision, clause, word or designation shall be deemed to be excised from this Agreement and the invalidity thereof shall not affect any other provision, clause, word, or designation contained herein.

8.9 The City agrees to aid Developer and to cooperate reasonably with Developer in dealing with any and all applicable governmental bodies and agencies in obtaining utility and other governmental services for the Property. Furthermore, it is

understood and agreed by the parties hereto that the successful consummation of this Agreement requires their continued cooperation, and Developer shall not seek to disconnect any portion of the Property from the City or SSA #30 during the term of this Agreement.

8.10 This Agreement may be executed in multiple counterparts, all of which when taken together shall constitute one Agreement.

8.11 The headings of the Sections of this Agreement are for convenience and reference only and do not form a part hereof and do not modify, interpret or construe the understandings of the parties hereto.

8.12 This Agreement may be reproduced by means of carbons, xerox process, or otherwise. Each such reproduction, if manually executed by the parties, shall for all purposes be deemed, and the same is hereby declared, to be a duplicate original of this Agreement.

8.13 Terms used in this Agreement shall be read in the singular or the plural as may be appropriate to the context in which they are used.

8.14 Notices, including Notices to effect a change as to the persons hereinafter designated to receive Notice(s), or other writings which any party is required to or may wish to serve upon any other party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the City:

City of DeKalb  
Attention: City Manager  
164 E. Lincoln Hwy.  
DeKalb, Illinois 60115

with a copy to the City Attorney:

Matthew D. Rose  
Donahue & Rose, PC  
9501 W. Devon Ave., Suite 702  
Rosemont, IL 60018

If to the Developer:

Clear Investment Group LLC  
ATTN: Amy Rubenstein  
105 W. Madison St., Ste. 950  
Chicago, IL 60602

8.15 The parties each intend that this Agreement shall require the parties to act in accordance with any and all applicable laws and regulations enacted by any other governmental authority which are applicable to any action or activity undertaken by either party pursuant to, under, or in furtherance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers duly authorized to execute the same, the day and year first above written.

ATTEST:

**CITY OF DEKALB**

By: \_\_\_\_\_  
Ruth Scott, Executive Assistant

By: \_\_\_\_\_  
Cohen Barnes, City Mayor

ATTEST:

**Clear Investment Group LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_  
Amy Rubenstein

Title: \_\_\_\_\_

Its: \_\_\_\_\_  
Partner

**EXHIBIT A**  
**(Legal Description of the Property)**

The Property shall be legally described as follows:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BLOCK 1A OF THE 8TH ADDITION TO ROLLING MEADOWS SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK "N" OF PLATS, PAGE 48, AS DOCUMENT NO. 327651 IN THE DEKALB COUNTY RECORDER'S OFFICE; BLOCK 2, EXCEPTING LOT 1 OF THE 5TH ADDITION TO ROLLING MEADOWS SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 28, 1964 IN BOOK "N" OF PLATS, PAGE 7, AS DOCUMENT 323083 IN THE DEKALB COUNTY RECORDER'S OFFICE; AND THE VACATED HAWTHORNE LANE, AS SHOWN ON THE PLATS OF THE 5TH ADDITION TO ROLLING MEADOWS SUBDIVISION, HEREINABOVE REFERENCED, VACATED BY THE CITY OF DEKALB BY DOCUMENT NO. 348950; ALL IN DEKALB COUNTY, ILLINOIS.

Common Address: 808 Ridge Drive, 832 Ridge Drive, and 835 Edgebrook Drive, DeKalb, IL 60115

PINs: 0815128004; 0815128009; 0815128010; 0815128011; 0815128012

**Exhibit B: No Trespass / Patrol Agreement  
Common Area Patrol / No-Trespass Enforcement Agreement**

Property Address: \_\_\_\_\_

Commonly Known As: \_\_\_\_\_

Property Owner: \_\_\_\_\_

Contact #: \_\_\_\_\_

Property Manager: \_\_\_\_\_

Contact #: \_\_\_\_\_

24 Hour Contact #: \_\_\_\_\_

This Common Area Patrol/No-Trespass Enforcement Agreement (“Agreement”) is entered into by and between the Owner of the Property and the City of DeKalb (“City”). Under the terms of this Agreement, the Owner expressly authorizes and requests that the City utilize its Police Department and City Employees to undertake the following actions:

- **No-Trespass Warnings and Arrests:** For the purpose of enforcing trespass ordinances and laws, Owner grants permission to the City and the City’s employees and agents to undertake any actions that the Owner could lawfully take with regard to persons unlawfully present on any public or private area of the Property including, but not limited to, providing verbal or written no-trespass warnings to any person on the Property other than a tenant of the Property, signing trespass complaints, serving as complaining witnesses, and arresting or citing any person who has violated such a no-trespass warning or who remains on the Property after being asked to leave. The City shall maintain accurate records of all persons who have been advised not to trespass on the Property, and shall provide a copy of the same to Owner upon request.
  
- **Patrol Common Areas:** The City and the City’s employees and agents are authorized to enter into any common area of the Property that is accessible either to the public or to tenants of the Premises including, but not limited to, parking lots, open spaces, common hallways, gathering areas, or other similar common areas of the Property, for purposes of patrolling, observing, and enforcing the Codes and Ordinances of the City of DeKalb or any applicable State Statutes. This shall not constitute authority for the City to enter into tenant private areas (e.g. individual tenant apartments) without required legal authority (e.g. a search warrant). The City is authorized to sign complaints, serve as complaining witness, and arrest or cite any person who has violated a State Statute or City Ordinance.

- **Report Cars for Relocation:** Owner employs the entity described at signs posted at the Property for purposes of relocating unlawfully parked cars from the Property (and Owner shall maintain such postings in accordance with City Code). The City is authorized and requested to contact the tow relocater to report any vehicles on the Property that appear to be unlawfully parked, so that said vehicles may be towed in accordance with applicable regulations.
- **Provisions of Development Agreement:** Owner shall permit and consent to the conduct of any access or inspection authorized under the terms of any Development Agreement entered into by Owner and the City which is recorded against the Property of public record.

The Owner agrees that, if necessary, Owner or its authorized representative shall appear at any trial or proceeding arising out of the performance of this Agreement. Owner acknowledges that it is solely responsible for the condition and monitoring of its Property, and this Agreement does not impose any duty upon the City whatsoever or to provide any police protection or service under this Agreement for the benefit of the Owner or others. Nothing in this Agreement shall preclude the City from asserting any applicable immunities under State and Federal law. Owner further agrees to defend, indemnify, and hold harmless the City and the City's officers, agents, and employees from any and all claims, liabilities, losses, damages, costs, expenses, and reasonable attorney's fees arising out of this Agreement.

The City agrees that it shall provide notice to the Owner of any legal violations occurring on the Property upon request and in accordance with the requirements of City Code. Owner shall post appropriate signage on the Property advising that its common areas including, but not limited to, parking lots and open areas, are posted for No Trespassing, and appropriate signage advising of any parking restrictions for vehicles in its parking lots. Owner is encouraged to post additional signage advising that the Police Department may engage in regular patrols of common areas.

This Agreement shall remain in full force and effect until terminated in writing by either party. Notices shall be delivered to Owner at the address listed above, or to the City at 164 E. Lincoln Hwy., DeKalb, Illinois, 60115, Attention: Legal.

Agreed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

**CITY OF DEKALB**

By: \_\_\_\_\_  
Ruth Scott, Executive Assistant

By: \_\_\_\_\_  
Cohen Barnes, Mayor

ATTEST:

**Clear Investment Group, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_  
Amy Rubenstein, Partner