I, LYNN A. FAZEKAS, do hereby certify that I am the duly appointed City Clerk of the City of DeKalb, DeKalb County, Illinois, and as such officer, I am the keeper of the records and files of the City Council of said City.

I do further certify that the attached is a true and correct copy of:

**ORDINANCE 2019-**

**AUTHORIZING AN ANNEXATION AND DEVELOPMENT AGREEMENT, ANNEXING CERTAIN PROPERTY, REZONING TO PD-I "PLANNED DEVELOPMENT INDUSTRIAL", AND APPROVING PLANS FOR THE PROPERTY LOCATED AT 1827 PLEASANT STREET, DEKALB, ILLINOIS (COMMONWEALTH EDISON COMPANY).**

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, on the 24th day of June 2019. The original will be kept on file at the City of DeKalb Municipal Building.

WITNESS my hand and the official seal of said City this 13th day of August 2019.

Prepared by and Return to:

City of DeKalb
City Clerk's Office
200 S. Fourth Street
DeKalb, Illinois 60115
ORDINANCE 2019-046

PASSED: JUNE 24, 2019

AUTHORIZING AN ANNEXATION AND DEVELOPMENT AGREEMENT, ANNEXING CERTAIN PROPERTY, REZONING TO PD-I “PLANNED DEVELOPMENT INDUSTRIAL”, AND APPROVING PLANS FOR THE PROPERTY LOCATED AT 1827 PLEASANT STREET, DEKALB, ILLINOIS (COMMONWEALTH EDISON COMPANY).

WHEREAS, the City of DeKalb is a home rule municipality with the power and authority conferred upon it by the Illinois Municipal Code and the Constitution of the State of Illinois; and

WHEREAS, Commonwealth Edison (Owner) petitioned the City to annex the property described in Exhibit A to the City of DeKalb and rezone it from the “SRF1” Single-Family Residential District to the PD-I Planned Development – Industrial District; and

WHEREAS, the Owner petitioned the City to rezone the property described in Exhibit B from the “HI” Heavy Industrial District to the PD-I Planned Development – Industrial District; and

WHEREAS, the City and Owner seek to enter into an Annexation and Development Agreement for the property described in Exhibits A and B (Subject Property) contemplated and approved therein; and

WHEREAS, the City and Owner have conducted all required public hearings before the Planning and Zoning Commission of the City of DeKalb and the City Council of the City of DeKalb for both the adoption of the rezoning for the Subject Property and for the adoption of the annexation and development agreement, and have otherwise satisfied all conditions precedent to the adoption of this Ordinance; and

WHEREAS, the City Council adopts the following findings of fact of the Planning and Zoning Commission of the City of DeKalb, finds that the proposed rezoning is in conformance with the applicable zoning factors contained therein, and finds that approval of this Ordinance, with the corresponding approval of the rezoning for the Subject Property and the approval of the annexation and development agreement, is in the public interest and promotes the public health, safety and welfare;

STANDARDS OF REZONING

1. The proposed rezoning conforms to the Comprehensive Plan, or conditions have changed to warrant the need for different types of land uses in that area. The proposed rezoning is appropriate considering the length of time the property has been vacant, as originally zoned, and taking into account the surrounding areas trend in development.

The 2005 Comprehensive Plan recommends the subject site for “Heavy Industrial” and
"Transportation and Utilities" uses. The proposed Planned Development will accommodate a proposed expansion to an existing ComEd electrical substation. The proposed use will be consistent with the Comprehensive Plan and other permitted uses within the Industrial zoned districts in the UDO.

2. **The proposed rezoning conforms to the intent and purpose of the Unified Development Ordinance.**

Re-zoning of the subject site to the PD-I District will allow the project to comply with the regulations of the UDO except for waivers for fencing, private driveway standards, not requiring a zoning lot to abut a private street and not requiring a public water supply. The waivers are justified based upon the nature of the existing use as an electrical substation and the required safety and security needs. The PD-I District designation will offer the City more control over the future expansion and development of the site.

3. **The proposed rezoning will not have a significantly detrimental effect on the long-range development of adjacent properties or adjacent land uses.**

The proposed zoning and land use are consistent and compatible with the surrounding area and Comprehensive Plan. Industrial and manufacturing uses existing to the south of the site along Pleasant St. A variety of commercial uses lie to the east along Peace Road and open space and a former railroad right-of-way exist to the north and west with residential uses about 480 feet to the west.

4. **The proposed rezoning constitutes an expansion of an existing zoning district that, due to the lack of undeveloped land, can no longer meet the demand for the intended land uses.**

The subject property is proposed for "PD-I" Planned Development – Industrial zoning. The "PD-I" District will allow the property to be used for uses that will be compatible with the surrounding area and consistent with the Comprehensive Plan recommendations.

5. **Adequate public facilities and services exist or can be provided.**

The proposed expansion of an existing electrical substation does not require the extension of any utilities such as sanitary sewer or water. An existing sanitary sewer just south of the substation will be re-located to the southern property line to accommodate the proposed expansion. A stormwater detention area will be installed at the north end of the site.

**THEREFORE BE IT ORDAINED** by the Mayor and City Council of the City of DeKalb, DeKalb County, Illinois, as follows:

**SECTION 1: Recitals.** The recitals to this Ordinance set forth above are incorporated into and made a part of this Ordinance.

**SECTION 2: Annexation and Development Agreement Approved.** The City Council
of the City of DeKalb hereby approves of the Annexation and Development Agreement attached hereto as Exhibit C ("the Agreement"), and authorizes and directs the Mayor of the City of DeKalb to execute the Agreement, subject to such changes as shall be acceptable to him with the recommendation of City Staff.

SECTION 3: Annexation Approved. The City Council of the City of DeKalb hereby authorizes and directs the immediate annexation of the property described in the attached Exhibit A.

SECTION 4: Rezoning Authorized. The City Council of the City of DeKalb hereby approves of the rezoning of the Subject Property to the PD-I Planned Development Industrial District consistent with all conditions, approvals, restrictions and limitations as defined in the Agreement approved herein.

SECTION 5: PD-I Planned Development Industrial Standards. The provisions and restrictions related to the permitted uses, prohibited uses and other development and maintenance standards as described in the Agreement are hereby approved.

SECTION 6: Approved Plans. The "Plans" attached as "Group Exhibit B" to the Agreement are hereby approved subject to revisions acceptable to the City Manager or designee. Approval of the "Final Plans" shall be in accordance with the governing provisions of the Agreement. Following approval of the "Final Plans" in accordance with the Agreement, the City Manager is authorized and directed to record any such plans as shall be appropriate for recording.

SECTION 7: Recording Directed. After execution by all parties, this Ordinance, the Agreement, Plat of Annexation, and "Plans" shall be recorded in the DeKalb County Recorder's Office.

SECTION 8: Multiple Actions Approved. The City Council hereby expressly approves of the annexation agreement referenced above, the annexation of real property referenced above, the rezoning of said property, and the recording of related documents, within this Ordinance, as if each action was separately set out and approved.

SECTION 9: All ordinances or portions thereof in conflict with this ordinance, including the prior versions of the ordinances included above, are hereby repealed.

SECTION 10: Should any provision of this Ordinance be declared invalid by a court of competent jurisdiction, the remaining provisions will remain in full force and affect the same as if the invalid provision had not been a part of this Ordinance.

SECTION 11: This Ordinance shall be in full force and effect after passage and publication pursuant to law. Publication date: June 25, 2019. Effective date: July 4, 2019.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 24th day of June 2019 and approved by me as Mayor on

ATTEST:

LYNN A. FAZEKAS, City Clerk  JERRY SMITH, Mayor
Exhibit A

PARCEL 1: (PARCEL 1 FROM 1948 DEED 212049 BOOK 189 PAGE 105 AND 1ST PART OF PARCEL 6 FROM 1956 DEED 280418)
THAT PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS WHICH IS DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 13; THENCE SOUTH 89 DEGREES 29 MINUTES WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 1357.20 FEET TO A POINT ON THE EASTERNLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY AND THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED; THENCE NORTH 34 DEGREES 55 MINUTES EAST ALONG SAID RIGHT OF WAY LINE 354.20 FEET; THENCE SOUTH 55 DEGREES 05 MINUTES EAST 50 FEET; THENCE NORTH 34 DEGREES 55 MINUTES EAST 311.30 FEET TO A POINT ON THE WESTERNLY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY’S RIGHT OF WAY; THENCE SOUTH 12 DEGREES 58 MINUTES EAST ALONG SAID WESTERNLY RIGHT OF WAY LINE 525.60 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 13; THENCE SOUTH 89 DEGREES 29 MINUTES WEST ALONG SAID SOUTH LINE 540.00 FEET TO THE POINT OF BEGINNING.
PARCEL 1 CONTAINS 139,513 SQUARE FEET OR 3.20 ACRES.

PARCEL 2: (PARCEL 2 FROM 1948 DEED 212049 BOOK 189 PAGE 105 AND 2ND PART OF PARCEL 6 FROM 1956 DEED 280418). THAT PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS, WHICH IS DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE SOUTH 89 DEGREES 29 MINUTES WEST ALONG SAID NORTH LINE OF SAID NORTHWEST QUARTER, 1357.20 FEET TO A POINT IN THE EASTERNLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY AND THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED; THENCE NORTH 89 DEGREES 29 MINUTES EAST 540.00 FEET TO THE WESTERNLY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY’S RIGHT OF WAY; THENCE SOUTH 12 DEGREES 58 MINUTES 315.80 FEET MORE OR LESS TO A POINT HEREAFTER REFERRED TO AS “POINT A” IN A LINE PARALLEL TO AND 50.00 FEET MORE OR LESS WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF SAID CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY’S MAIN LINE RIGHT OF WAY AND IN A LINE PARALLEL TO AND 50.00 FEET MORE OR LESS NORTHERLY MEASURED RADially FROM THE CENTER LINE OF SAID CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY’S LEAD TRACK TO RUDOLPH WURLITZER COMPANY, AS SAID LEAD TRACK WAS LAID AND OPERATED ON DECEMBER 3, 1947, ACROSS THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE WESTERLY ALONG SAID PARALLEL LINE 874.20
FEET (MEASURED = 876.03 FEET) TO THE EASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY; SAID PARALLEL LINE BEING THE ARC OF A CIRCLE CONCAVE TO THE SOUTH, THE CHORDS OF WHICH BEGINNING AT SAID "POINT A" ARE: 1) NORTH 57 DEGREES 18 MINUTES WEST 100.00 FEET; 2) NORTH 67 DEGREES 49 MINUTES WEST 100.00 FEET; 3) NORTH 75 DEGREES 41 MINUTES WEST 100.00 FEET; 4) NORTH 80 DEGREES 34 MINUTES WEST 100.00 FEET; 5) NORTH 86 DEGREES 18 MINUTES WEST 62.55 FEET TO A POINT IN A LINE PARALLEL WITH AND 135.00 FEET EAST OF THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24 AND SAID POINT BEING 1124.00 FEET NORTH OF THE NORTH LINE OF PLEASANT STREET IN THE CITY OF DEKALB; 6) SOUTH 88 DEGREES 10 MINUTES WEST 37.55 FEET; 7) SOUTH 82 DEGREES 07 MINUTES WEST 100.00 FEET; 8) SOUTH 74 DEGREES 25 MINUTES WEST 100.00 FEET; 9) SOUTH 62 DEGREES 22 MINUTES WEST 100.00 FEET; 10) SOUTH 55 DEGREES 00 MINUTES WEST 74.40 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, WHICH POINT IS SOUTH 34 DEGREES 55 MINUTES WEST 361.00 FEET FROM THE POINT OF BEGINNING; THENCE NORTH 34 DEGREES 55 MINUTES WEST 361.00 FEET TO THE POINT OF BEGINNING, EXCEPTING THAT PART WEST OF THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24. PARCEL 2 CONTAINS 105,132 SQUARE FEET OR 2.42 ACRES. TOTAL COMBINED PARCELS CONTAIN 244,645 SQUARE FEET OR 5.62 ACRES.
PARCEL 2: (PARCEL 2 FROM 1948 DEED 212049 BOOK 189 PAGE 105 AND 2ND PART OF PARCEL 6 FROM 1956 DEED 280418) PREVIOUSLY ANNEXED THAT PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS, WHICH IS DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE SOUTH 89 DEGREES 29 MINUTES WEST ALONG SAID NORTH LINE OF SAID NORTHWEST QUARTER, 1357.20 FEET TO A POINT IN THE EASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHEASTERN RAILWAY COMPANY AND THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED; THENCE NORTH 89 DEGREES 29 MINUTES EAST 540.00 FEET TO THE WESTERLY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY'S RIGHT OF WAY; THENCE SOUTH 12 DEGREES 58 MINUTES 315.80 FEET MORE OR LESS TO A POINT HEREINAFTER REFERRED TO AS "POINT A" IN A LINE PARALLEL TO AND 50.00 FEET MORE OR LESS WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF SAID CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY'S MAIN LINE RIGHT OF WAY AND IN A LINE PARALLEL TO AND 50.00 FEET MORE OR LESS NORTHERLY MEASURED RADIALY FROM THE CENTER LINE OF SAID CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY'S LEAD TRACK TO RUDOLPH WURLITZER COMPANY, AS SAID LEAD TRACK WAS LAID AND OPERATED ON DECEMBER 3, 1947, ACROSS THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE WESTERLY ALONG SAID PARALLEL LINE 874.20 FEET TO THE EASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHEASTERN RAILWAY COMPANY; SAID PARALLEL LINE BEING THE ARC OF A CIRCLE CONCAVE TO THE SOUTH, THE CHORDS OF WHICH BEGINNING AT SAID "POINT A" ARE: 1) NORTH 57 DEGREES 18 MINUTES WEST 100.00 FEET; 2) NORTH 67 DEGREES 49 MINUTES WEST 100.00 FEET; 3) NORTH 75 DEGREES 41 MINUTES WEST 100.00 FEET; 4) NORTH 80 DEGREES 34 MINUTES WEST 100.00 FEET; 5) NORTH 86 DEGREES 18 MINUTES WEST 62.55 FEET TO A POINT IN A LINE PARALLEL WITH AND 135.00 FEET EAST OF THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24 AND SAID POINT BEING 1124.00 FEET NORTH OF THE NORTH LINE OF PLEASANT STREET IN THE CITY OF DEKALB; 6) SOUTH 88 DEGREES 10 MINUTES WEST 37.55 FEET; 7) SOUTH 82 DEGREES 07 MINUTES WEST 100.00 FEET; 8) SOUTH 74 DEGREES 25 MINUTES WEST 100.00 FEET; 9) SOUTH 62 DEGREES 22 MINUTES WEST 100.00 FEET; 10) SOUTH 55 DEGREES 00 MINUTES WEST 74.40 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHEASTERN RAILWAY COMPANY, WHICH POINT IS SOUTH 34 DEGREES 55 MINUTES WEST 361.00 FEET FROM THE POINT OF BEGINNING; THENCE NORTH 34 DEGREES 55 MINUTES WEST 361.00 FEET TO THE POINT OF
ANNEXATION AND DEVELOPMENT AGREEMENT

THIS ANNEXATION AGREEMENT ("Agreement") is made and entered into this _9_ day of _September_, 2022 ("Effective Date"), between the CITY OF DEKALB, an Illinois municipal corporation of DeKalb County, Illinois, hereinafter referred to as the "City", and COMMONWEALTH EDISON COMPANY, an Illinois corporation, hereinafter referred to as "Owner" or "ComEd", all pursuant to the provisions of 65 ILCS 5/11-15.1-1 et seq.

WITNESSETH:

WHEREAS, Owner is the owner of record of approximately 9.4 contiguous acres of real property situated north of Pleasant Street and west of Peace Road in the City of DeKalb, DeKalb County, Illinois, which property is legally described on Exhibit A attached hereto and incorporated herein by reference as the "Property" or the "Subject Premises." A portion of the Property is currently within the corporate limits of the City (the "Incorporated Portion") and a portion of the Property is not presently within the City. The portion not presently within the corporate limits is referred to herein as the "Unincorporated Portion", and is depicted and legally described in the Plat of Annexation attached hereto as Exhibit B. The Unincorporated Portion constitutes the "territory" to be annexed to the City in accordance with the provisions of 65 ILCS 5/7-1-1, 7-1-8 and 11-15.1-1 et seq; and

WHEREAS, said Subject Premises is not within the corporate limits of any municipality, but is in the unincorporated area of DeKalb County and is presently contiguous to the City; and

WHEREAS, the Owner plans in several phases to rehabilitate and expand the existing public utility uses -- including specifically electrical transmission and distribution improvements at the Subject Premises -- to improve (the "Initial Redevelopment") an electrical substation ("Substation") serving the power needs of the City and surrounding areas, and such Substation is fully consistent with and supportive of the City's Comprehensive Plan and economic development initiatives given that the Substation is critically important infrastructure for the City's airport and other large electrical users; and

WHEREAS, the Owner desires the annexation of the Unincorporated Portion, pursuant to the terms and conditions as hereinafter set forth, and has filed a duly executed and authorized Annexation Petition with the City Clerk signed by the owners of record of all land within the Subject Premises and by all electors residing thereon, if any; and

WHEREAS, the Owner seeks to re-zone the Property to the Planned Development-Industrial ("PD-I") zoning district of the City's Unified Development Ordinance ("UDO") to facilitate in a coordinated and efficient fashion the Initial Redevelopment; and

WHEREAS, the Owner has presented to the Corporate Authorities (as hereinafter defined) of the City duly executed applications for annexation of the Unincorporated Portion, and re-zoning of the Subject Premises to the PD-I zoning district (including certain exceptions to the UDO), together with approval of a Planned Development Preliminary Plan and of a Planned Development Final Plan both pursuant to the PD-I regulations (collectively, the "Land Use Approvals"); and
WHEREAS, Owner has furnished the Illinois Department of Natural Resources with all necessary information relative to the anticipated development of the Subject Premises and that agency has concluded (i) there are no threatened or endangered species on or in the vicinity of the Subject Premises and (ii) there are no historical, architectural or archeological sites exist within the Subject Premises; and

WHEREAS, a public hearing before the City Planning & Zoning Commission was held on March 20, 2019 to consider said zoning change and the other Land Use Approvals pursuant to proper notice published on March 1, 2019 in the Daily Chronicle, a newspaper of general circulation within the City and pursuant to notice given to surrounding property owners, all as required by the Illinois Municipal Code and UDO; and

WHEREAS, the Planning & Zoning Commission has recommended to the Corporate Authorities of the City that the Subject Premises be granted the Land Use Approvals; and

WHEREAS, a public hearing before the Mayor and Board of Trustees of the City (collectively, the “Corporate Authorities”) with regard to this Agreement was held on April 22, 2019, May 28, 2019 and June 24, 2019, pursuant to proper notice published on April 6, 2019 in the Daily Chronicle, a newspaper of general circulation within the City, as required by the Illinois Municipal Code and the UDO; and

WHEREAS, the parties desire, pursuant to applicable provisions of the Illinois Compiled Statutes (including, without limitation, those set forth at 65 ILCS 5/11-15.1.1 et. seq.) the City’s Municipal Code and the City’s home-rule authority, to enter into an agreement with respect to the Land Use Approvals, the annexation of the Unincorporated Portion to the City (“Annexation”), and with respect to various other matters related thereto; and

WHEREAS, the Corporate Authorities of the City have considered the Annexation and the issuance of the Land Use Approvals, and they have determined that the best interests of the City will be served by the annexation of the Unincorporated Portion to the City and the zoning and development of the Subject Premises in accordance with the provisions of this Agreement and the Land Use Approvals and, by the affirmative vote of at least two-thirds of the Corporate Authorities then holding office, the Corporate Authorities have approved this Agreement and have authorized the Mayor and Clerk of the City to execute this Agreement; and

WHEREAS, the parties have materially changed their economic and other positions in reliance upon the parties’ execution and delivery of this Agreement and their performance of their respective obligations hereunder.

NOW, THEREFORE, in consideration of the foregoing preambles, which are hereby incorporated into and made a part of this Agreement, and of the mutual covenants hereinafter contained, the parties agree as follows:
ARTICLE I

ANNEXATION AND VARIATIONS

The City and the Owner shall do all things necessary or appropriate to cause the Unincorporated Portion shown on the plat of annexation (attached hereto as Exhibit B) to be validly annexed to the City. Furthermore, the City hereby grants the Subject Premises the following exceptions, waivers, variances and deviations to and from the requirements of the City's Municipal Code (including specifically the UDO)(collectively, the "Waivers") and shall do all things necessary or appropriate to allow for the following:

a) A waiver from Article 7.06(8) of the UDO to permit the use of barbed wire at a 45 degree angle away from the interior of the Subject Premises within the front, side and rear yards as shown in the Fence Detail incorporated within the Plans (as hereinafter defined).

b) A waiver from Article 9.04(1) of the UDO to permit development of the Subject Premises with the zoning lot not touching a public street.

c) A waiver from Articles 9.04(2) and 9.05(5) to waive minimum standards for a private driveway, and Article 12.03(1) of the UDO to waive the requirement for driveways to be asphalt or concrete in light of the driveway material incorporated into the Plans.

d) A waiver from Article 10.03 of the UDO to permit the development of the Subject Premises without service from the City's public water supply system.

e) Waivers from Section 3303.4 of the International Building Code 2015 edition ("IBC") as amended by Chapter 24 of the City's Municipal Code ("Municipal Code") and from Section 302.1.1 of the City's Property Maintenance Code, as added by Article 10, Chapter 3 of the Municipal Code, such that a site restoration plan is not required to be prepared in connection with demolition permits issued for buildings existing within the secured area of the Substation and such that the planting of grass is not required in connection with demolitions or alterations undertaken at the Subject Property.

f) Waivers from Section 302.4 of the City's Property Maintenance Code, as added by Article 10, Chapter 3 of the Municipal Code and from Section 12.01(22) of the Municipal Code such that plant growth may exceed eight (8) inches in height in light of, among other site features, the natural landscaping planned for the stormwater detention area and perimeter drainage system depicted on the Plans, and, as well, an acknowledgement by the City and ComEd that Planned Natural Landscaping and other plant growth contemplated at the Subject Property by the Plans and otherwise will be exempt from Sections 6.20-5d)(2) and 6.20-5d)(3) of the Municipal Code.

g) A waiver from Section 304.3 of the City's Property Maintenance Code, as added by Article 10, Chapter 3 of the Municipal Code, and from Section 505.1 of the International Fire Code as adopted by the Municipal Code, such that the Owner would not be required to post approved address numbers on all buildings visible from Pleasant Street.
h) A waiver from any otherwise applicable automatic sprinkler system requirements for buildings constructed or maintained within the Substation.

i) A waiver from Section 316.6 of the International Fire Code as adopted by the Municipal Code, consistent with the use of the Subject Premises for a Substation.

j) A waiver from any provisions of the Municipal Code requiring the Subject Premises to maintain a connection to a public water supply.

The foregoing shall include the enactment of such resolutions and ordinances as may be necessary to cause the City to comply with the terms of this Agreement, including but not limited to the granting of any UDO amendments, variations, modifications or approvals, to permit Owner to develop Subject Premises in accordance with the terms of this Agreement, and such enactments pertaining to the Land Use Approvals shall be a condition to the Annexation.

ARTICLE II

ZONING

Immediately following the adoption of the ordinance annexing the Unincorporated Portion to the City, the Corporate Authorities of the City shall adopt an ordinance amending the official Zoning Map of the City, classifying and zoning the Subject Premises as PD-I and approving a Planned Development Preliminary Plan and Planned Development Final Plan as provided for in the UDO.

The aforesaid underlying zoning district classification shall create a permanent zoning classification for the Subject Premises and thereafter, until amended in the manner provided by law for the amendment of zoning classifications.

The Subject Premises shall be exclusively utilized for public utility purposes including specifically the Substation and any communications structures used solely by the Owner incidental to and in support of the Substation in accordance with the Plans, and no other uses shall be permitted thereupon without an amendment to the Plans in the manner provided by this Agreement.

The Planned Development Final Plan and the Waivers described above shall not lapse or expire as a result of the passage of time or upon the happening of any event or the failure of any event to occur. Further, the City hereby agrees that any uses of the Subject Premises or buildings and structures situated thereon at the expiration or termination of this Agreement shall, to the extent such uses of the Subject Premises are for Certificated Improvements (as defined herein) or are permitted pursuant to this Agreement, be considered permitted uses or lawfully pre-existing special uses pursuant to the UDO and, notwithstanding anything to the contrary in the Zoning Ordinance, no such uses, buildings or structures existing at the date of expiration or termination of this Agreement shall be subject to City-imposed amortization or termination provisions, whether by the UDO or otherwise. This paragraph shall specifically survive the expiration or termination of this Agreement and the City specifically acknowledges that ComEd will be relying on good faith on the City's agreement with the terms and conditions of this
paragraph, and the City shall be estopped from any attempts to hinder or prevent the enforceability of this paragraph.

The City hereby agrees, for the duration of this Agreement, that it will consider the Owner's use of the Subject Premises as contemplated in this Agreement to be inconsistent with a residential zoning classification for the Subject Premises or any portion of any zoning lot located: (a) within the City's boundaries and subject to the City's jurisdiction; and (b) adjacent to the Subject Premises as such boundaries may exist on the effective date of this Agreement.

The approvals and agreements set forth in this Article shall be conditions of Annexation.

ARTICLE III

PLANNED DEVELOPMENT PLANS

The City and Owner agree that the Subject Premises may be developed in substantial conformance with and as shown on the Planned Development Preliminary Plan dated March 20, 2019, the Planned Development Final Plan dated March 20, 2019, the Grading and Utility Plan dated February 20, 2019 prepared by Christopher B. Burke Engineering, Ltd. and the Fence Detail-TSS 83 dated February 26, 2019 (collectively, the "Plans", hereby attached as Group Exhibit C), and in compliance with all applicable City ordinances and codes except as otherwise provided by this Agreement, and such an agreement shall be a condition of annexation.

Notwithstanding anything to the contrary in the UDO, the following paragraphs shall govern future amendments to the Plans, except as is otherwise described in Article VI of this Agreement:

1. Minor Amendments to Planned Development Final Plan: In the event that, following approval of this Agreement and prior to the issuance of a temporary or final certificate of occupancy, the Owner identifies minor revisions required to the Planned Development Final Plan, the Owner may request review and approval of said minor revisions at the staff level. In the event that the City Manager agrees that the requested revisions are consistent with the Article II hereof, do not fundamentally alter the nature or configuration of the Subject Premises and are otherwise appropriate for review and approval at the staff level, the Manager may review and approve such requested minor revisions. In the event that the City Manager does not reach that conclusion, such revisions shall be processed as a major amendment as described in sub-part 2 of this Article. If a change is processed as a minor change and is subject to staff review, any condition or denial of any requested minor change imposed during the staff review may be appealed to the City Council by Owner's request to have the same be considered a major amendment. The parties agree that the future proposed installation of communications structures used solely by the Owner incidental to and in support of the Substation and Owner's transmission and distribution system shall be reviewed and approved as a minor amendment to the Planned Development Final Plan.
2. Major Amendments to Planned Development Final Plan: Review and approval/denial of any such requested changes proposed by the Owner shall be reviewed by the City Manager to determine whether such changes constitute a major or minor change. Any proposed change treated as a major amendment to the Plans shall require a public hearing before the City’s Planning and Zoning Commission along with its review and recommendation, and City Council review and approval/denial. Application packet submittal requirements for a major amendment shall be as determined by the City Manager but shall not exceed requirements set forth in the UDO.

3. Amendments to Final Plans other than Planned Development Final Plan: The City Manager hereby is authorized to approve requested adjustments to the Grading and Utility Plan and Fence Detail-TSS 83 to conform to any approved amendments of the Planned Development Final Plan or to allow for other requested adjustments to such plans.

ARTICLE IV

WATER AND SANITARY SEWER

a. Should Owner later desire to provide water supply to the Property, Owner shall have the right to connect to and use the City’s potable water system and mains upon payment of those capital, tap-on and user fees required by the then-current City ordinance or resolution. Tap-on / connection and capital fees shall be due at the time of building permit application. Said fees may be changed by the City from time to time in the City’s sole and absolute discretion, and Owner agrees to pay the amount as required by the City at the time such payment is due, so long as such amounts are consistent with the provisions of Article IX. The Owner shall be responsible for constructing all on-site and off-site improvements necessary to connect to the Property and any development on the Property to the presently existing water mains and potable water supply of the City. The Owner shall be exclusively responsible for the payment of all costs, expenses and charges associated with the design, construction and permitting of such improvements, including but not limited to any security required under applicable law, any permits required by the City, the Illinois Environmental Protection Agency or any other agency having jurisdiction, or any other costs whatsoever. At any time that Owner replaces any water mains on the Property at any point in the future, all water mains replaced shall be replaced with a water main of a size and configuration acceptable to the City.

b. If and when applicable, Owner shall be responsible for taking all actions and paying all fees as required by the Kishwaukee Water Reclamation District in order to provide for the construction of a permitted connection to the District’s wastewater collection infrastructure, when required.
ARTICLE V

PUBLIC IMPROVEMENTS AND SERVICES OTHER THAN WATER AND SANITARY SEWER IMPROVEMENTS AND SERVICES

a. Upon annexation of the Unincorporated Portion to the City, the Subject Premises, and the owners and occupants thereof, shall be entitled to receive police, fire and emergency medical services from the City in accordance with the City policies and procedures generally prevailing within the corporate limits of the City.

b. Notwithstanding anything to the contrary in the Municipal Code (including specifically Sections 506.1 and 3310 of the International Fire Code adopted by the City), Owner shall place on file with the City's public safety agencies (police and fire) general arrangement plans for the Substation (which shall be maintained as exempt from disclosure in accordance with applicable public records laws) but shall not be required to install secure key boxes or other entry systems for use by City emergency responders for accessing the Substation.

c. In addition to the notice provisions of Article XVIII hereof, ongoing operational communications during the Term concerning the Subject Premises as between Owner and the City shall be as specified in any then-current Franchise Agreement between Owner and City.

ARTICLE VI

PUBLIC UTILITY AND JURISDICTIONAL MATTERS

The Owner and the City acknowledge that as of the date hereof, it is anticipated that the Initial Redevelopment will be undertaken pursuant to and in accordance with the Land Use Approvals described in this Agreement and that upon completion of the Initial Redevelopment, the Subject Premises will be utilized for public utility purposes, including specifically the Substation. Once such Initial Redevelopment is complete, the Owner or its parent company, subsidiaries and affiliates (such business entities to be called collectively the "ComEd Companies") may propose to make alterations, modification, changes, additions, improvements, demolition and/or removal of or to the Substation and/or Subject Premises ("Subsequent Alterations"). The parties further acknowledge that (i) the ComEd Companies (and their successors or assigns) may be subject to the jurisdiction of the Illinois Commerce Commission and other applicable state and federal regulatory agencies, and that such jurisdiction, when applicable, may, pursuant to statute or common law, affect the regulation by the City of the Initial Redevelopment and/or Subsequent Alterations to it; and (ii) certain aspects of the Initial Redevelopment or Subsequent Alterations may be built on the Subject Premises as authorized by state or federal instrumentalities of government through issuance of a Certificate of Public Convenience and Necessity (a "Certificate"), whether pursuant to Section 8-406 of the Illinois Public Utilities Act (220 ILCS 5/8-406) or otherwise ("Certificated Improvements") and that the City's regulatory jurisdiction over Certificated Improvements may be affected by the issuance to the ComEd Companies of a Certificate for any such initial or subsequent improvements.
The City and the ComEd Companies agree to work together to address during the Term of this Agreement any potentially conflicting jurisdictional matters applicable to the Subject Premises, including its Substation. Accordingly, prior to commencing construction of any aspect of the Initial Redevelopment or Subsequent Alterations either of which involve Certificated Improvements or any other improvement or activity for which the ComEd Companies identify jurisdictional concerns ("Jurisdictional Activity"), the ComEd Companies and the City shall participate in a conference to discuss the specific Jurisdictional Activities planned and to work in good faith to resolve to the greatest extent feasible, among other matters, (x) any jurisdictional aspects of such Jurisdictional Activity which could result in the undertaking by the ComEd Companies of such Jurisdictional Activity without full compliance with the Municipal Code notwithstanding anything to the contrary in this Agreement; and (y) to the extent any Jurisdictional Activity is proposed to be undertaken by the ComEd Companies without full compliance with the Municipal Code, specific aesthetic or other mitigation measures which the City might reasonably request in light of then-current municipal concerns and objectives and which may be reasonably accommodated by the ComEd Companies without material hindrance to the planned Jurisdictional Activity.

**ARTICLE VII**

**EXCAVATION, GRADING, PREPARATION OF THE PROPERTY FOR DEVELOPMENT AND PERMITTING**

Owner shall have the right, prior to obtaining approval of final building permit drawings, to undertake excavation, preliminary grading work, filling and soil stockpiling on the Subject Premises, in preparation for the development of the Subject Premises, on submittal of a grading plan to the City and receipt of a site development permit from the City. Such work shall be undertaken at Owner's sole risk and without injury to the property of surrounding property owners. Owner shall also have the right to undertake demolition activities related to the existing improvements pursuant to a duly issued demolition permit from the City.

Owner shall be responsible for the maintenance and care of any and all improvements within the Property in accordance with all applicable provisions of the City's Municipal Code and shall assume full responsibility for ensuring the Property's compliance with the applicable codes and requirements. Owner shall also be responsible for maintenance of on-site landscaping, if any.

**ARTICLE VIII**

**OVERSIZING**

Nothing in this Agreement shall require Owner to cause the oversizing of any facilities or improvements greater than would be required under the City's Municipal Code for purposes of serving property other than the Subject Premises.
ARTICLE IX

ANNEXATION AND PERMIT FEES

a. The Owner and City agree that ComEd has previously paid fees required by existing laws, ordinances, rules and regulations, such as filing fees, court reporter costs or other related fees and expenses called for under the City’s ordinances. Except as provided below, there shall be no other annexation fees (other than reimbursement to the City for documentation and recording fees) imposed by the City on the development of the Subject Premises, and no impact fees, donations of land or contributions of any kind shall be due and payable by Owner in connection with the development of the Subject Premises, except, when applicable, for building permit fees, engineering review and inspection fees, and water and sewer tap-on charges, as provided for by the terms of City codes, and the same shall be the same rates as shall be uniformly applied through the City and generally for all other property and owners within the City.

b. The City represents and warrants that no recapture fees are due and payable to any person or entity as a result of the annexation of the Unincorporated Portion to the City or as a result of connection to any utility improvements serving the Subject Premises.

ARTICLE X

EFFECT OF THIS AGREEMENT

If any applicable existing resolution, ordinances or interpretations thereof of the City shall be in any way inconsistent or in conflict with any provisions hereof, then the provisions of this Agreement shall constitute lawful and binding amendments to, and shall supersede the terms of said inconsistent ordinances, resolutions or interpretations thereof, as they may relate to the Subject Premises. If any City code, ordinance or regulation is hereafter adopted, amended or interpreted so as to be less restrictive upon Owner, its successors or assigns with respect to the development of the Subject Premises than is the case under the existing law then, at Owner’s option, such less restrictive amendment or interpretation shall control.

ARTICLE XI

ELECTRICAL ENERGY AND GAS ENERGY

Electrical and gas energy and other utilities for the Subject Premises shall be installed at Owner’s cost. The City agrees to reasonably cooperate in the installation of such utilities by timely granting permits, reviewing construction plan and plats, and if requested, will permit such installations by easement or otherwise in the City rights-of-way or by access to City-owned utility lines.

The parties hereby acknowledge that nothing in this Agreement is intended to supersede or amend any then-current Franchise Agreement between the Owner and the City in effect during the term of this Agreement (as of the date here, the Franchise Agreement corresponds to Ordinance 92-56 adopted by the City Council on June 8, 1992).
ARTICLE XII

ENFORCEABILITY

This Agreement shall be enforceable in any court of competent jurisdiction by either of the parties hereto by any appropriate action at law or in equity.

ARTICLE XIII

SEVERABILITY

If any provision of this Agreement is held invalid, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the other provisions contained herein.

ARTICLE XIV

BINDING EFFECT AND TERM

This Agreement shall be valid and binding upon the City and the Owner, and their respective successors and assigns, for a period of twenty (20) years from and after the date of its execution. Unless the parties shall otherwise agree in writing, the term of this Agreement shall be extended upon the expiration of the initial term hereof for four additional twenty (20) year periods; provided, however, that either party shall be able to cancel any extension of the term of this Agreement upon providing written notice of said cancellation within ninety (90) days before the expiration of the term of the Agreement. The City shall conduct any public hearing that may be required in connection with such extensions; provided, however, that the City shall be allowed to exercise its discretion in approving such extensions. In the event it is determined by a court of competent jurisdiction that any such extension is invalid under law made applicable to this Agreement, the term of this Agreement shall be extended for the maximum period of time permitted by applicable law. This Agreement shall survive the annexation of the Subject Premises and shall not be merged into or expunged in whole or in part by the annexation of the Subject Premises.

ARTICLE XV

MUTUAL ASSISTANCE

The parties hereto shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and objectives of this Agreement and the intentions of the parties as reflected by said terms, including, without limitation, the giving of such notices, the holding of such public hearings, the enactment by the City of such resolutions and ordinances and the taking of such other actions as may be necessary to enable the parties' compliance with the terms and provisions of this Agreement and as may be necessary to give effect to the terms and objectives of this Agreement and the intentions of the parties as reflected by said terms.
ARTICLE XVI

DISCONNECTION

The City and Owner hereby agree that the Owner (without any obligation to do so) and its successors and assigns may elect to disconnect from the City all or any portion of the Subject Premises, at any time during the term of this Agreement upon the occurrence of any of the following conditions:

a. Owner's compliance with the statutory requirements for disconnection under 65 ILCS 5/7-3-1 et. seq.; and

b. The City breaches, in any material respect, or fails to perform any material obligation in a timely manner, any of the City's representations, warranties, undertakings, indemnities, covenants or agreements contained in this Agreement; and

c. Any of the conditions of Annexation set forth in Articles I, II or III fail or cease to be satisfied; or

d. The term of this Agreement expires without extension or renewal (on the same terms and conditions as contained herein).

If the City has satisfied its obligations under this Agreement and is not in breach of any of its terms and conditions and none of the circumstances set forth in subsections (b), (c) and (d) of this Section exist, then the Owner agrees it will not petition for disconnection of the Subject Premises.

In the event that ComEd, pursuant to this Section, requests or petitions the City to disconnect all or any portion of the Subject Premises, the City shall promptly take all necessary and appropriate steps to disconnect such Subject Premises pursuant to Section 7-3-4 of Illinois Municipal Code, 65 ILCS 5/7-3-4, as amended, or any other applicable or successor statute or law, including, without limitation, the calling of any meetings and the adoption of any ordinances necessary to disconnect such Subject Premises. The City will cooperate fully and in good faith to achieve such disconnection and will have no defense or objection to the form or substance of any action taken to effect such disconnection.

Nothing contained in this Agreement shall be deemed to impair or limit any rights of disconnection otherwise available to the Owner under applicable law.

ARTICLE XVII

MISCELLANEOUS

This Agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns or grantees and upon any successor municipal authorities of the City and upon any successor municipalities. This Agreement is executed by and among the parties, and confers rights and obligations only upon the parties. This Agreement may be executed in a
number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement. No other person or entity may rely upon this Agreement or claim any right hereunder. This Agreement may be amended in writing from time to time with the consent of the parties pursuant to statute.

ARTICLE XVIII

NOTICES

All notices required by this Agreement shall be in writing. All notices required or permitted to be given hereunder may be delivered by hand, by nationally recognized overnight private courier, or by United States mail. Notices delivered by mail shall be deemed given three (3) business days after being deposited in the United States mail, postage prepaid, registered or certified mail. Notices delivered by hand shall be deemed given on the date delivered. Notices delivered by nationally recognized overnight private carrier shall be deemed given on the first (1st) business day after being deposited. All notices shall be addressed as follows:

Notice to City shall be addressed as follows:

City of DeKalb
Attention: City Clerk
200 South 4th Street
DeKalb, Illinois 60115
Telephone: 815-748-2095
Fax: 815-748-2089

with a copy to:

City of DeKalb
Attention: City Manager
200 South 4th Street
DeKalb, Illinois 60115
Telephone: 815-748-2090
Fax: 815-748-2089

with an additional copy to:

City of DeKalb
Attention: City Attorney
200 South 4th Street
DeKalb, Illinois 60115
Telephone: 815-748-2093
Fax: 815-748-2320

Notices to ComEd shall be addressed as follows:
Commonwealth Edison  
Attention: Director, Real Estate  
Three Lincoln Centre – 4th Floor  
Oakbrook Terrace, Illinois 60181  

With a copy to:  

Exelon Business Services Company, LLC  
Attention: Asst. General Counsel – Real Estate  
10 South Dearborn St., 49th Floor  
Chicago, IL 60603

ARTICLE XIX

EXHIBITS

The following Exhibits referred to herein and attached to this Agreement are hereby made a part of this Agreement:

Exhibit A: Legal Description  
Exhibit B: Plat of Annexation  
Group Exhibit C: Plans

(continued on next page)
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written and, by so executing, each of the Parties warrants that it possesses full right and authority to enter into this Agreement.

CITY OF DEKALB,
an Illinois municipal corporation

By:  
Jerry Smith, Mayor  

ATTEST

By:  
Lynne Fazekas, City Clerk

COMMONWEALTH EDISON COMPANY,
an Illinois Corporation

By:  
Joe T. Gilchrist  

Print Name: Joe T. Gilchrist  
Title: Acting Director Real Estate & Facilities

ATTEST

By:  
John Mishenski  

Print Name: John Mishenski  
Title: Sr. Real Estate Rep
EXHIBIT A

Legal Description:

The property is legally described as:

PARCEL 1: (PARCEL 1 FROM 1948 DEED 212049 BOOK 189 PAGE 105 AND 1ST PART OF PARCEL 6 FROM 1956 DEED 280418) THAT PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS WHICH IS DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 13; THENCE SOUTH 89 DEGREES 29 MINUTES WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 1357.20 FEET TO A POINT ON THE EASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHERN RAILWAY COMPANY AND THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED; THENCE NORTH 34 DEGREES 55 MINUTES EAST ALONG SAID RIGHT OF WAY LINE 354.20 FEET; THENCE SOUTH 55 DEGREES 05 MINUTES EAST 50 FEET; THENCE NORTH 34 DEGREES 55 MINUTES EAST 311.30 FEET TO A POINT ON THE WESTERLY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY'S RIGHT OF WAY; THENCE SOUTH 12 DEGREES 58 MINUTES EAST ALONG SAID WESTERLY RIGHT OF WAY LINE 525.60 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 13; THENCE SOUTH 89 DEGREES 29 MINUTES WEST ALONG SAID SOUTH LINE 540.00 FEET TO THE POINT OF BEGINNING. PARCEL 1 CONTAINS 139,513 SQUARE FEET OR 3.20 ACRES.

PARCEL 2: (PARCEL 2 FROM 1948 DEED 212049 BOOK 189 PAGE 105 AND 2ND PART OF PARCEL 6 FROM 1956 DEED 280418) THAT PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS WHICH IS DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE SOUTH 89 DEGREES 29 MINUTES WEST ALONG SAID NORTH LINE OF SAID NORTHWEST QUARTER, 1357.20 FEET TO A POINT IN THE EASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHERN RAILWAY COMPANY AND THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED; THENCE NORTH 89 DEGREES 29 MINUTES EAST 540.00 FEET TO THE WESTERLY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY'S RIGHT OF WAY; THENCE SOUTH 12 DEGREES 58 MINUTES 315.80 FEET MORE OR LESS TO A POINT HEREAFTER REFERRED TO AS "POINT A" IN A LINE PARALLEL TO AND 50.00 FEET MORE OR LESS WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF SAID CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY'S MAIN LINE RIGHT OF WAY AND IN A LINE PARALLEL TO AND 50.00 FEET MORE OR LESS NORTHERLY MEASURED RADIALY FROM THE CENTER LINE OF SAID CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY'S LEAD TRACK TO RUDOLPH WURLITZER COMPANY, AS SAID LEAD TRACK WAS LAID AND OPERATED ON DECEMBER 3, 1947, ACROSS THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE WESTERLY ALONG SAID PARALLEL LINE 874.20 FEET (MEASURED = 876.03 FEET) TO THE EASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHERN RAILWAY COMPANY; SAID PARALLEL LINE BEING THE ARC OF A CIRCLE CONCAVE TO THE SOUTH, THE CHORDS OF WHICH BEGINNING AT SAID "POINT A" ARE: 1) NORTH 57 DEGREES 18 MINUTES WEST 100.00 FEET; 2) NORTH 67 DEGREES 49 MINUTES WEST 100.00 FEET; 3) NORTH 75 DEGREES 41 MINUTES WEST 100.00 FEET; 4) NORTH 80 DEGREES 34 MINUTES WEST 100.00 FEET; 5) NORTH 86 DEGREES 18 MINUTES WEST 62.55 FEET TO A POINT IN A LINE PARALLEL WITH AND 135.00 FEET EAST OF THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24 AND SAID POINT BEING 1124.00 FEET NORTH OF THE NORTH LINE OF PLEASANT STREET IN THE CITY OF DEKALB; 6) SOUTH 88 DEGREES 10 MINUTES WEST 37.55 FEET; 7) SOUTH 82 DEGREES 07 MINUTES WEST 100.00 FEET; 8) SOUTH 74 DEGREES 25 MINUTES WEST 100.00 FEET; 9) SOUTH 62 DEGREES 22 MINUTES WEST 100.00 FEET; 10) SOUTH 55 DEGREES 00 MINUTES WEST 74.40 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHERN RAILWAY COMPANY, WHICH POINT IS SOUTH 34 DEGREES 55 MINUTES WEST 361.00 FEET FROM THE POINT.
OF BEGINNING; THENCE NORTH 34 DEGREES 55 MINUTES WEST 361.00 FEET TO THE POINT OF
BEGINNING, EXCEPTING THAT PART WEST OF THE LINE OF THE NORTHEAST QUARTER OF
THE NORTHWEST QUARTER OF SAID SECTION 24, PARCEL 2 CONTAINS 105,132 SQUARE FEET OR
2.42 ACRES. TOTAL COMBINED PARCELS CONTAIN 244,645 SQUARE FEET OR 5.62 ACRES.

PARCEL 2: (PARCEL 2 FROM 1948 DEED 212049 BOOK 189 PAGE 105 AND 2ND PART OF PARCEL 6
FROM 1956 DEED 280418) PREVIOUSLY ANNEXED THAT PART OF THE NORTH HALF OF THE
NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD
PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS, WHICH IS DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 24;
THENCE SOUTH 89 DEGREES 29 MINUTES WEST ALONG SAID NORTH LINE OF SAID NORTHWEST
QUARTER, 1357.20 FEET TO A POINT IN THE EASTERLY LINE OF THE RIGHT OF WAY OF THE
CHICAGO AND NORTHWESTERN RAILWAY COMPANY AND THE POINT OF BEGINNING OF THE
LAND TO BE DESCRIBED; THENCE NORTH 89 DEGREES 29 MINUTES EAST 540.00 FEET TO THE
WESTERLY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY'S
RIGHT OF WAY; THENCE SOUTH 12 DEGREES 58 MINUTES WEST 315.80 FEET MORE OR LESS TO A POINT
HEREINAFTER REFERRED TO AS "POINT A" IN A LINE PARALLEL TO AND 50.00 FEET MORE OR
LESS WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF SAID CHICAGO,
MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY'S MAIN LINE RIGHT OF WAY AND IN A
LINE PARALLEL TO AND 50.00 FEET MORE OR LESS NORTHEASTERLY MEASURED RADIAL FROM
THE CENTER LINE OF SAID CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD
COMPANY'S LEAD TRACK TO RUDOLPH WURLITZER COMPANY, AS SAID LEAD TRACK WAS LAID
AND OPERATED ON DECEMBER 3, 1947, ACROSS THE NORTHWEST QUARTER OF SAID SECTION 24;
THENCE WESTERLY ALONG SAID PARALLEL LINE 874.20 FEET TO THE EASTERLY LINE OF THE
RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY; SAID PARALLEL
LINE BEING THE ARC OF A CIRCLE CONCAVE TO THE SOUTH, THE CHORDS OF WHICH BEGINNING
AT SAID "POINT A" ARE: 1) NORTH 57 DEGREES 18 MINUTES WEST 100.00 FEET; 2) NORTH 67
DEGREES 49 MINUTES WEST 100.00 FEET; 3) NORTH 75 DEGREES 41 MINUTES WEST 100.00 FEET; 4)
NORTH 80 DEGREES 34 MINUTES WEST 100.00 FEET; 5) NORTH 86 DEGREES 18 MINUTES WEST 62.55
FEET TO A POINT IN A LINE PARALLEL WITH AND 135.00 FEET EAST OF THE EASTERN LINE OF THE
NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24 AND SAID POINT
BEING 1124.00 FEET NORTH OF THE NORTH OR LINE OF PLEASANT STREET IN THE CITY OF DEKALB;
6) SOUTH 88 DEGREES 10 MINUTES WEST 37.55 FEET; 7) SOUTH 82 DEGREES 07 MINUTES WEST
100.00 FEET; 8) SOUTH 74 DEGREES 25 MINUTES WEST 100.00 FEET; 9) SOUTH 62 DEGREES 22
MINUTES WEST 100.00 FEET; 10) SOUTH 55 DEGREES 00 MINUTES WEST 74.40 FEET, MORE OR LESS,
TO A POINT ON THE EASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND
NORTHWESTERN RAILWAY COMPANY, WHICH POINT IS SOUTH 34 DEGREES 55 MINUTES WEST
361.00 FEET FROM THE POINT OF BEGINNING; THENCE NORTH 34 DEGREES 55 MINUTES WEST
361.00 FEET TO THE POINT OF BEGINNING. EXCEPTING THAT PART EAST OF THE WEST LINE OF
THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24, PARCEL 3:
(BEING THE TWO PARCELS IN 1984 DEED 84-1478) PREVIOUSLY ANNEXED THE NORTH 400.00 FEET
OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 40
NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY OF THE
WESTERLY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY'S
100.00 FOOT RIGHT OF WAY, WHICH RIGHT OF WAY IS PARALLEL TO AND 50.00 FEET
WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF THE CHICAGO,
MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY'S PRESENT (1984) MAIN TRACK,
EXCEPTING THEREFROM THAT PART NORTH OF A LINE PARALLEL TO AND 50.00 FEET
NORTHERLY, MEASURED RADIALY, FROM THE CENTERLINE OF THE CHICAGO, MILWAUKEE, ST.
PAUL AND PACIFIC RAILROAD COMPANY'S SO-CALLED LEAD TRACK TO THE RUDOLPH
WURLITZER COMPANY, AS LOCATED DECEMBER 3, 1947, ACROSS THE NORTH 330.00 FEET OF THE
NORTHWEST QUARTER OF SAID SECTION 24, AS DESCRIBED IN DEED 212049 IN BOOK 189 PAGE
105, ALL IN DEKALB COUNTY, ILLINOIS; ALSO THE NORTH 330.00 FEET OF THE NORTHWEST
QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24, LYING EASTERLY OF THE
EASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHERN TRANSPORTATION
COMPANY, EXCEPTING THEREFROM THAT PART NORTH OF A LINE PARALLEL.
TO AND 50.00 FEET NORTHERLY, MEASURED RADially, FROM THE CENTER LINE OF THE
CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY’S SO-CALLED LEAD TRACK
TO THE RUDOLPH WURLITZER COMPANY, AS LOCATED DECEMBER 3, 1947, ACROSS THE NORTH
330.00 FEET OF THE NORTHWEST QUARTER OF SAID SECTION 24, AS DESCRIBED IN DEED 212049 IN
BOOK 189 PAGE 105, ALL IN DEKALB COUNTY, ILLINOIS.
Exhibit B: Plat of Annexation

(Attached)
Group Exhibit C: Plans

(Attached)
CERTIFICATION

I, RUTH A. SCOTT, am the duly qualified and appointed Executive Assistant of the City of DeKalb, DeKalb County, Illinois, as authorized by Local Ordinance 2019-059, and as such Executive Assistant, I maintain and am safe-keeper of the records and files of the Mayor and City Council of said City.

I do hereby certify that the attached hereto is a true and correct copy of:

ORDINANCE 2019-046

ANNEXING CERTAIN PROPERTY LOCATED AT 1827 PLEASANT STREET, DEKALB, ILLINOIS (COMMONWEALTH EDISON COMPANY).

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, on the 24th day of June 2019. The original document will be kept on file at the City of DeKalb Municipal Building.

WITNESS my hand and the official seal of said City this 4th day of December 2019.

RUTH A. SCOTT, Executive Assistant

Prepared by and Return to:

City of DeKalb
City Manager’s Office
Attention: Ruth A. Scott
200 S. Fourth Street
DeKalb, Illinois 60115
ORDINANCE 2019-046  
PASSED: JUNE 24, 2019

ANNEXING CERTAIN PROPERTY LOCATED AT 1827 PLEASANT STREET, DEKALB, ILLINOIS (COMMONWEALTH EDISON COMPANY).

WHEREAS, the City of DeKalb is a home rule municipality with the power and authority conferred upon it by the Illinois Municipal Code and the Constitution of the State of Illinois; and

WHEREAS, Commonwealth Edison (Owner) petitioned the City to annex the property described in Exhibit A to the City of DeKalb and rezone it from the “SRF1” Single-Family Residential District to the PD-I Planned Development – Industrial District; and

WHEREAS, the Owner petitioned the City to rezone the property described in Exhibit B from the “HI” Heavy Industrial District to the PD-I Planned Development – Industrial District; and

WHEREAS, the City and Owner seek to enter into an Annexation and Development Agreement for the property described in Exhibits A and B (Subject Property) contemplated and approved therein; and

WHEREAS, the City and Owner have conducted all required public hearings before the Planning and Zoning Commission of the City of DeKalb and the City Council of the City of DeKalb for both the adoption of the rezoning for the Subject Property and for the adoption of the annexation and development agreement, and have otherwise satisfied all conditions precedent to the adoption of this Ordinance; and

WHEREAS, the City Council adopts the following findings of fact of the Planning and Zoning Commission of the City of DeKalb, finds that the proposed rezoning is in conformance with the applicable zoning factors contained therein, and finds that approval of this Ordinance, with the corresponding approval of the rezoning for the Subject Property and the approval of the annexation and development agreement, is in the public interest and promotes the public health, safety and welfare;

STANDARDS OF REZONING

1. The proposed rezoning conforms to the Comprehensive Plan, or conditions have changed to warrant the need for different types of land uses in that area. The proposed rezoning is appropriate considering the length of time the property has been vacant, as originally zoned, and taking into account the surrounding areas trend in development.

The 2005 Comprehensive Plan recommends the subject site for "Heavy Industrial" and "Transportation and Utilities" uses. The proposed Planned Development will accommodate a proposed expansion to an existing ComEd electrical substation. The proposed use will be consistent with the Comprehensive Plan and other permitted uses.
"Transportation and Utilities" uses. The proposed Planned Development will accommodate a proposed expansion to an existing ComEd electrical substation. The proposed use will be consistent with the Comprehensive Plan and other permitted uses within the Industrial zoned districts in the UDO.

2. The proposed rezoning conforms to the intent and purpose of the Unified Development Ordinance.

Re-zoning of the subject site to the PD-I District will allow the project to comply with the regulations of the UDO except for waivers for fencing, private driveway standards, not requiring a zoning lot to abut a private street and not requiring a public water supply. The waivers are justified based upon the nature of the existing use as an electrical substation and the required safety and security needs. The PD-I District designation will offer the City more control over the future expansion and development of the site.

3. The proposed rezoning will not have a significantly detrimental effect on the long-range development of adjacent properties or adjacent land uses.

The proposed zoning and land use are consistent and compatible with the surrounding area and Comprehensive Plan. Industrial and manufacturing uses existing to the south of the site along Pleasant St. A variety of commercial uses lie to the east along Peace Road and open space and a former railroad right-of-way exist to the north and west with residential uses about 480' feet to the west.

4. The proposed rezoning constitutes an expansion of an existing zoning district that, due to the lack of undeveloped land, can no longer meet the demand for the intended land uses.

The subject property is proposed for PD-I Planned Development – Industrial zoning. The "PD-I" District will allow the property to be used for uses that will be compatible with the surrounding area and consistent with the Comprehensive Plan recommendations.

5. Adequate public facilities and services exist or can be provided.

The proposed expansion of an existing electrical substation does not require the extension of any utilities such as sanitary sewer or water. An existing sanitary sewer just south of the substation will be re-located to the southern property line to accommodate the proposed expansion. A stormwater detention area will be installed at the north end of the site.

THEREFORE BE IT ORDAINED by the Mayor and City Council of the City of DeKalb, DeKalb County, Illinois, as follows:

SECTION 1: Recitals. The recitals to this Ordinance set forth above are incorporated into and made a part of this Ordinance.

SECTION 2: Annexation and Development Agreement Approved. The City Council
of the City of DeKalb hereby approves of the Annexation and Development Agreement attached hereto as Exhibit C ("the Agreement"), and authorizes and directs the Mayor of the City of DeKalb to execute the Agreement, subject to such changes as shall be acceptable to him with the recommendation of City Staff.

SECTION 3: Annexation Approved. The City Council of the City of DeKalb hereby authorizes and directs the immediate annexation of the property described in the attached Exhibit A.

SECTION 4: Rezoning Authorized. The City Council of the City of DeKalb hereby approves of the rezoning of the Subject Property to the PD-I Planned Development Industrial District consistent with all conditions, approvals, restrictions and limitations as defined in the Agreement approved herein.

SECTION 5: PD-I Planned Development Industrial Standards. The provisions and restrictions related to the permitted uses, prohibited uses and other development and maintenance standards as described in the Agreement are hereby approved.

SECTION 6: Approved Plans. The "Plans" attached as "Group Exhibit B" to the Agreement are hereby approved subject to revisions acceptable to the City Manager or designee. Approval of the "Final Plans" shall be in accordance with the governing provisions of the Agreement. Following approval of the "Final Plans" in accordance with the Agreement, the City Manager is authorized and directed to record any such plans as shall be appropriate for recording.

SECTION 7: Recording Directed. After execution by all parties, this Ordinance, the Agreement, Plat of Annexation, and "Plans" shall be recorded in the DeKalb County Recorder's Office.

SECTION 8: Multiple Actions Approved. The City Council hereby expressly approves of the annexation agreement referenced above, the annexation of real property referenced above, the rezoning of said property, and the recording of related documents, within this Ordinance, as if each action was separately set out and approved.

SECTION 9: All ordinances or portions thereof in conflict with this ordinance, including the prior versions of the ordinances included above, are hereby repealed.

SECTION 10: Should any provision of this Ordinance be declared invalid by a court of competent jurisdiction, the remaining provisions will remain in full force and affect the same as if the invalid provision had not been a part of this Ordinance.

SECTION 11: This Ordinance shall be in full force and effect after passage and publication pursuant to law. Publication date: June 25, 2019. Effective date: July 4, 2019.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 24th day of June 2019 and approved by me as Mayor on

ATTEST:

LYNN A. FAZEKAS, City Clerk

JERRY SMITH, Mayor

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Exhibit A

PARCEL 1: (PARCEL 1 FROM 1948 DEED 212049 BOOK 189 PAGE 105 AND 1ST PART OF PARCEL 6 FROM 1956 DEED 280418) THAT PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS WHICH IS DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 13; THENCE SOUTH 89 DEGREES 29 MINUTES WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 1357.20 FEET TO A POINT ON THE EASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHERN RAILWAY COMPANY AND THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED; THENCE NORTH 34 DEGREES 55 MINUTES EAST ALONG SAID RIGHT OF WAY LINE 354.20 FEET; THENCE SOUTH 55 DEGREES 05 MINUTES EAST 50 FEET; THENCE NORTH 34 DEGREES 55 MINUTES EAST 311.30 FEET TO A POINT ON THE WESTERLY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY'S RIGHT OF WAY; THENCE SOUTH 12 DEGREES 58 MINUTES EAST ALONG SAID WESTERLY RIGHT OF WAY LINE 525.60 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 13; THENCE SOUTH 89 DEGREES 29 MINUTES WEST ALONG SAID SOUTH LINE 540.00 FEET TO THE POINT OF BEGINNING. PARCEL 1 CONTAINS 139,513 SQUARE FEET OR 3.26 ACRES.

PARCEL 2: (PARCEL 2 FROM 1948 DEED 212049 BOOK 189 PAGE 105 AND 2ND PART OF PARCEL 6 FROM 1956 DEED 280418) THAT PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS, WHICH IS DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE SOUTH 89 DEGREES 29 MINUTES WEST ALONG SAID NORTH LINE OF SAID NORTHWEST QUARTER, 1357.20 FEET TO A POINT IN THE EASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHERN RAILWAY COMPANY AND THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED; THENCE NORTH 34 DEGREES 55 MINUTES EAST 540.00 FEET TO THE WESTERLY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY'S RIGHT OF WAY; THENCE SOUTH 12 DEGREES 58 MINUTES 315.80 FEET MORE OR LESS TO A POINT HEREINAFTER REFERRED TO AS "POINT A" IN A LINE PARALLEL TO AND 50.00 FEET MORE OR LESS WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF SAID CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY'S MAIN LINE RIGHT OF WAY AND IN A LINE PARALLEL TO AND 50.00 FEET MORE OR LESS NORTHERLY MEASURED RADially FROM THE CENTER LINE OF SAID CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY'S LEAD TRACK TO RUDOLPH WURLITZER COMPANY, AS SAID LEAD TRACK WAS LAYED AND OPERATED ON DECEMBER 3, 1947, ACROSS THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE WESTERLY ALONG SAID PARALLEL LINE 874.20
FEET (MEASURED = 876.03 FEET) TO THE EASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHERN RAILWAY COMPANY; SAID PARALLEL LINE BEING THE ARC OF A CIRCLE CONCAVE TO THE SOUTH, THE CHORDS OF WHICH BEGINNING AT SAID "POINT A" ARE: 1) NORTH 57 DEGREES 18 MINUTES WEST 100.00 FEET; 2) NORTH 67 DEGREES 49 MINUTES WEST 100.00 FEET; 3) NORTH 75 DEGREES 41 MINUTES WEST 100.00 FEET; 4) NORTH 80 DEGREES 34 MINUTES WEST 100.00 FEET; 5) NORTH 86 DEGREES 18 MINUTES WEST 62.55 FEET TO A POINT IN A LINE PARALLEL WITH AND 135.00 FEET EAST OF THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 24 AND SAID POINT BEING 1124.00 FEET NORTH OF THE NORTH LINE OF PLEASANT STREET IN THE CITY OF DEKALB; 6) SOUTH 88 DEGREES 10 MINUTES WEST 37.55 FEET; 7) SOUTH 82 DEGREES 07 MINUTES WEST 100.00 FEET; 8) SOUTH 74 DEGREES 25 MINUTES WEST 100.00 FEET; 9) SOUTH 62 DEGREES 22 MINUTES WEST 100.00 FEET; 10) SOUTH 55 DEGREES 00 MINUTES WEST 74.40 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHERN RAILWAY COMPANY, WHICH POINT IS SOUTH 34 DEGREES 55 MINUTES WEST 361.00 FEET FROM THE POINT OF BEGINNING; THENCE NORTH 34 DEGREES 55 MINUTES WEST 361.00 FEET TO THE POINT OF BEGINNING; EXCEPTING THAT PART WEST OF THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 24.
PARCEL 2 CONTAINS 105,132 SQUARE FEET OR 2.42 ACRES. TOTAL COMBINED PARCELS CONTAIN 244,645 SQUARE FEET OR 5.62 ACRES.
Exhibit B

PARCEL 2: (PARCEL 2 FROM 1948 DEED 212049 BOOK 189 PAGE 105 AND 2ND PART OF PARCEL 6 FROM 1956 DEED 280418) PREVIOUSLY ANNEXED THAT PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS, WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE SOUTH 89 DEGREES 29 MINUTES WEST ALONG SAID NORTH LINE OF SAID NORTHWEST QUARTER, 1357.20 FEET TO A POINT IN THE EASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY AND THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED; THENCE NORTH 89 DEGREES 29 MINUTES EAST 540.00 FEET TO THE WESTERLY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY'S RIGHT OF WAY; THENCE SOUTH 12 DEGREES 58 MINUTES 315.80 FEET MORE OR LESS TO A POINT REFERRED TO AS "POINT A" IN A LINE PARALLEL TO AND 50.00 FEET MORE OR LESS WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF SAID CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY'S MAIN LINE RIGHT OF WAY AND IN A LINE PARALLEL TO AND 50.00 FEET MORE OR LESS NORTHERLY MEASURED RADIALY FROM THE CENTER LINE OF SAID CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY'S LEAD TRACK TO RUDOLPH WURLITZER COMPANY, AS SAID LEAD TRACK WAS LAID AND OPERATED ON DECEMBER 3, 1947, ACROSS THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE WESTERLY ALONG SAID PARALLEL LINE 874.20 FEET TO THE EASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY; SAID PARALLEL LINE BEING THE ARC OF A CIRCLE CONCAVE TO THE SOUTH, THE CHORDS OF WHICH BEGINNING AT SAID "POINT A" ARE: 1) NORTH 57 DEGREES 18 MINUTES WEST 100.00 FEET; 2) NORTH 67 DEGREES 49 MINUTES WEST 100.00 FEET; 3) NORTH 75 DEGREES 41 MINUTES WEST 100.00 FEET; 4) NORTH 80 DEGREES 34 MINUTES WEST 100.00 FEET; 5) NORTH 86 DEGREES 18 MINUTES WEST 135.55 FEET TO A POINT IN A LINE PARALLEL WITH AND 135.00 FEET EAST OF THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24 AND SAID POINT BEING 1124.00 FEET NORTH OF THE NORTH LINE OF PLEASANT STREET IN THE CITY OF DEKALB; 6) SOUTH 88 DEGREES 10 MINUTES WEST 37.55 FEET; 7) SOUTH 82 DEGREES 07 MINUTES WEST 100.00 FEET; 8) SOUTH 74 DEGREES 25 MINUTES WEST 100.00 FEET; 9) SOUTH 62 DEGREES 22 MINUTES WEST 100.00 FEET; 10) SOUTH 55 DEGREES 00 MINUTES WEST 74.40 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, WHICH POINT IS SOUTH 34 DEGREES 55 MINUTES WEST 361.00 FEET FROM THE POINT OF BEGINNING; THENCE NORTH 34 DEGREES 55 MINUTES WEST 361.00 FEET TO THE POINT OF
BEGINNING, EXCEPTING THAT PART EAST OF THE WEST LINE OF THE
NORTH EAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24.
PARCEL 3: (BEING THE TWO PARCELS IN 1984 DEED 84-1478) PREVIOUSLY
ANNEXED THE NORTH 400.00 FEET OF THE NORTHEAST QUARTER OF THE
NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 4 EAST
OF THE THIRD PRINCIPAL MERIDIAN, LYING WISTERLY OF THE WISTERLY
LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD
COMPANY’S 100.00 FOOT RIGHT OF WAY, WHICH RIGHT OF WAY LINE IS
PARALLEL TO AND 50.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES,
FROM THE CENTER LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND
PACIFIC RAILROAD COMPANY’S PRESENT (1984) MAIN TRACK, EXCEPTING
THEREFROM THAT PART NORTH OF A LINE PARALLEL TO AND 50.00 FEET
NORTHERLY, MEASURED RADIALLTY, FROM THE CENTER LINE OF THE
CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY’S
SO-CALLED LEAD TRACK TO THE RUDOLPH WURLITZER COMPANY, AS LOCATED
DECEMBER 3, 1947, ACROSS THE NORTH 330.00 FEET OF THE NORTHWEST
QUARTER OF SAID SECTION 24, AS DESCRIBED IN DEED 212049 IN BOOK 189
PAGE 105, ALL IN DEKALB COUNTY, ILLINOIS; ALSO THE NORTH 330.00 FEET
OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID
SECTION 24, LYING EASTERLY OF THE EASTERNLY LINE OF THE RIGHT OF WAY
OF THE CHICAGO AND NORTH WESTERN RAILROAD COMPANY,
EXCEPTING THEREFROM THAT PART NORTH OF A LINE PARALLEL TO AND
50.00 FEET NORTHERLY, MEASURED RADIALLTY, FROM THE CENTER LINE OF
THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY’S
SO-CALLED LEAD TRACK TO THE RUDOLPH WURLITZER COMPANY, AS
LOCATED DECEMBER 3, 1947, ACROSS THE NORTH 330.00 FEET OF THE
NORTHWEST QUARTER OF SAID SECTION 24, AS DESCRIBED IN DEED 212049
IN BOOK 189 PAGE 105, ALL IN DEKALB COUNTY, ILLINOIS.
Map of the Territory Hereby Annexed
to the City of DeKalb, Illinois