STATE OF ILLINOIS  
COUNTY OF DEKALB ) SS
CITY OF DEKALB  

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 2019-070


PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, on the 28th day of October 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 2019-070  PASSED: OCTOBER 28, 2019


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

WHEREAS, DeKalb 343, LLC (the “Owner”) is the owner of the Chicago West Business Center property (the “Property”) located between Route 23, Gurler Road, Crego Road, and I-88, which is legally described, attached hereto, and incorporated herein as Exhibit A (the “343 acres”); and

WHEREAS, the Owner has petitioned the City to amend the preliminary plan/preliminary plat approved by Ordinance 2006-109 and the annexation agreement approved by Ordinance 2006-107 for the property legally described in Exhibit B (the “106 acres”) in relation to the concept plan, development guidelines, roadway access, roadway improvements, phasing plan, landscape standards, signage, subdivision and development plan approval, and other amendments to accommodate an approximate 1,222,400 square foot food distribution center and a 466,560 square foot food packing center as shown on the site plan and drawings attached hereto and incorporated herein as Exhibit C (the “Plans”) and the amended annexation agreement attached hereto and incorporated herein as Exhibit D (the “Amended Agreement”); and

WHEREAS, pursuant to proper legal notice, a public hearing was conducted by the City’s Planning and Zoning Commission on October 23, 2019; and

WHEREAS, the City and Owner have conducted all required public hearings before the City’s Planning and Zoning Commission and the City Council to approve the Plans, amend the annexation agreement, and otherwise satisfy all conditions precedent to the adoption of this Ordinance; and,

WHEREAS, the City’s Corporate Authorities find that: the findings of fact of the City’s Planning and Zoning Commission are true, accurate, adopted and incorporated herein by reference; approving this Ordinance is in the public interest and promotes the public health, safety, and welfare; and the Amended Agreement and the Plans conform to the applicable zoning factors contained in the City’s Unified Development Ordinance; and

NOW, 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 are true, accurate, adopted and
incorporated herein as Section 1 to this Ordinance.

Section 2. Plans Approved: The City’s Corporate Authorities approve the Plans attached hereto and incorporated herein as Exhibit B, subject to all conditions, approvals, restrictions, and limitations as provided by the Amended Agreement attached hereto and incorporated herein as Exhibit C, Owner’s representations to the City’s Planning and Zoning Commission and City Council, and Owner’s compliance with the City Code, City ordinances, State laws and regulations, and Federal laws and regulations.

Section 3. Amendments to the Annexation Agreement Approved: The City’s Corporate Authorities approve, by two-thirds of the Corporate Authorities then holding office, the Amended Agreement attached hereto and incorporated herein as Exhibit C, and authorize and direct the Mayor to execute the Amended Agreement, subject to such changes as shall be acceptable to him with the recommendation of City Staff.

Section 4. Recording Directed: After execution of the Amended Agreement by Owner and City, this Ordinance, the Amended Agreement, and the Plans shall be recorded in the DeKalb County Recorder’s Office.

Section 5. Multiple Actions Approved: The City Council hereby expressly approves of the amendments to the development and annexation agreements 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 6. All ordinances or portions thereof in conflict with this ordinance, including the prior versions of the ordinances included above, are hereby repealed.

Section 7. 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 8. This Ordinance shall be in full force and effect after passage and publication pursuant to law. Publication date: October 29, 2019. Effective date: November 7, 2019.

ADOPTED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a Regular meeting thereof held on the 28th day of October 2019 and approved by me as Mayor on the same day. Passed on First Reading by a 7-0 roll call vote. Aye: Morris, Finucane, Smith McAdams, Verbic, Faivre, Mayor Smith. Nay: None. Second Reading waived by a 7-0 roll call vote. Aye: Morris, Finucane, Smith, McAdams, Verbic, Faivre, Mayor Smith. Nay: None.

ATTEST:

[Signature]
RUTH A. SCOTT, Executive Assistant

[Signature]
JERRY SMITH, Mayor
EXHIBIT A

(Legal Description of the 343 Acres)

PARCEL 1


PARCEL 2

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH, ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 2642.56 FEET TO THE NORTHEAST CORNER THEREOF; THENCE WESTERLY, AT AN ANGLE OF 89 DEGREES 42 MINUTES 55 SECONDS, MEASURED CLOCKWISE FROM SAID EAST LINE, ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4, 2332.47 FEET TO THE SOUTHEASTERLY LINE OF PROPERTY DESCRIBED IN DOCUMENT NO. 385340; THENCE SOUTHWESTERLY, AT AN ANGLE OF 137 DEGREES 51 MINUTES 51 SECONDS, MEASURED CLOCKWISE FROM SAID NORTH LINE, ALONG SAID SOUTHEASTERLY LINE, 313.53 FEET TO THE EASTERLY LINE OF FEDERAL AID ROUTE 24, SAID LINE BEING 80.0 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLE TO, THE CENTER LINE OF SAID FEDERAL AID ROUTE 24; THENCE SOUTHERLY, AT AN ANGLE OF 132 DEGREES 22 MINUTES 17 SECONDS, MEASURED CLOCKWISE FROM SAID SOUTHEASTERLY LINE, ALONG SAID EASTERLY LINE, 261.35 FEET; THENCE WESTERLY, AT RIGHT ANGLES TO SAID EASTERLY LINE, 20.0 FEET; THENCE SOUTHERLY, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, PARALLEL WITH THE CENTER LINE OF SAID
FEDERAL AID ROUTE 24, AND THE TANGENT TO THE CURVE OF THE CENTER LINE OF FEDERAL AID ROUTE 24, A DISTANCE OF 1628.16 FEET TO AN ANGLE POINT; THENCE CONTINUING SOUTHERLY, AT AN ANGLE OF 178 DEGREES 05 MINUTES 26 SECONDS MEASURED CLOCKWISE FROM SAID PARALLEL LINE, PARALLEL WITH SAID CENTER LINE, AND CENTER LINE TANGENT 542.63 FEET TO THE SOUTH LINE OF SAID SOUTHWEST 1/4; THENCE EASTERLY, AT AN ANGLE OF 87 DEGREES 52 MINUTES 00 SECONDS, MEASURED CLOCKWISE FROM SAID PARALLEL LINE, ALONG SAID SOUTH LINE, 2599.91 FEET TO THE POINT OF BEGINNING ALL IN DEKALB TOWNSHIP, IN DEKALB COUNTY, ILLINOIS.

THE ABOVE LEGAL DESCRIPTION ALSO INCLUDES THE FOLLOWING: LOTS 1, 2 AND 3 IN VATNE’S SUBDIVISION, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 16, 1957 IN BOOK “K”, PAGE 9, AS DOCUMENT NO. 289083, IN DEKALB COUNTY, ILLINOIS.

PARCEL 3

EXHIBIT B

(Legal Description of the 106 Acres)


THE ABOVE LEGAL DESCRIPTION ALSO INCLUDES LOTS 1, 2 AND 3 IN VATNE'S SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL
MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 16, 1957, IN VOLUME K OF PLATS, PAGE 9, AS DOCUMENT 1957-289093 IN THE OFFICE OF THE RECORDER, DEKALB COUNTY, ILLINOIS.

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 4 EAST, OF THE THIRD PRINCIPAL MERIDIAN, LOCATED IN DEKALB COUNTY, ILLINOIS, BEING BOUNDED AS FollowS: BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE NORTH 00 DEGREES 24 MINUTES 53 SECONDS EAST (BASIS OF BEARINGS – ILLINOIS STATE PLANE COORDINATES EAST ZONE NAD83) ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 1,024.04 FEET; THENCE SOUTH 89 DEGREES 51 MINUTES 16 SECONDS EAST 1,427.21 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 44 SECONDS WEST 1,026.20 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE NORTH 89 DEGREES 46 MINUTES 03 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 1,432.02 FEET TO THE POINT OF BEGINNING, CONTAINING 33.644 ACRES, MORE OR LESS.
EXHIBIT C

(Plans)


2. Preliminary Plan (Sheet A1) dated 9-17-19 prepared by Harris Architects, Inc.


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EXECUTIVE SUMMARY

Kimley-Horn was retained by ChicagoWest Business Center to prepare a traffic impact study for a proposed industrial development on the northeast quadrant of the intersection of Illinois Route 23 (IL 23) and Gurler Road in DeKalb, Illinois. The concept site plan suggests the development would consist of four industrial buildings with a total of approximately 5,709,280 square feet of industrial warehouse space. It is anticipated the development would completed in three phases. Phase A would include Building 1 and a portion of Building 2 for a total of 1,909,120 square feet. Phase B would consist of the remaining portion of Building 2 for a total of 1,100,000 square feet. Phase C would consist of Buildings 3 and 4 for a total of 2,700,160 square feet. As part of Phase A, five new full-access driveways (Access D through Access H) to Gurler Road would be provided. Development of Phase B and Phase C would include five additional full-access driveways (Access A through Access C, Access I, and Access J) to Gurler Road.

This traffic impact study evaluates existing and future traffic conditions for area intersections and the proposed site access driveways. Traffic conditions were evaluated on IL 23 at Fairview Drive, Harvestore Drive, and Gurler Road. In addition, traffic conditions were analyzed on Gurler Road at Crego Road and Peace Road, and on Peace Road at the I-88 Westbound Ramps and the I-88 Eastbound Ramps. For purposes of this study, a build year of 2020 was assumed for Phase A and a design year of 2025 was assumed for the Full Buildout (Phase A + Phase B + Phase C) scenario. Although Phase C is conceptual in nature without future tenants identified (and therefore may take additional time to develop), for purposes of this study Phase B and Phase C were assumed to both be completed by 2025. Based on a review of projected traffic conditions, it is anticipated that background traffic growth and site-generated traffic would be accommodated at the study intersections with the recommended improvements.

With development of Phase A, Gurler Road would be resurfaced from IL 23 to Peace Road in order to accommodate the heavy vehicle traffic. To accommodate background traffic growth and site-generated traffic under the Full Buildout scenario, a number of improvements have been identified. Gurler Road would be widened from IL 23 to Crego Road in order to provide a three-lane cross-section with a continuous two-way left-turn lane. The two-way left-turn lane would facilitate access to the subject development with acceptable delay and 95th percentile queues of approximately one vehicle (25 feet) or less. At the intersection of IL 23/Gurler Road, the following turn lanes are recommended based on criteria outlined in the Illinois Department of Transportation (IDOT) Bureau of Design and Environment (BDE) manual:

- Southbound left-turn lane with a 240-foot storage lane and a 240-foot taper.
- Northbound left- and right-turn lanes with 240-foot storage lanes and a 240-foot taper
- Westbound left- and right-turn lanes with a 265-foot storage lane and a 265-foot taper
- Eastbound left-turn lane with a 215-foot storage lane and a 220-foot taper
- Westbound right-turn lane with a 265-foot storage lane and a 265-foot taper

A single inbound lane and a single outbound lane are recommended for most site access driveways with a few exceptions. At Access C, F, I and J, a single inbound and two outbound lanes are
recommended to accommodate the proposed heavy vehicle traffic. A dedicated westbound right-turn lane is also recommended on Gurler Road at Access F. According to IDOT design criteria, the turn lane should provide 265 feet of storage with a 265-foot taper. Minor-leg stop control should be provided for outbound traffic at the site access driveways. Additional details related to the improvements identified above are provided in the *Recommendations & Conclusion* section of this report.
1. INTRODUCTION

Kimley-Horn was retained by ChicagoWest Business Center to perform a traffic impact study for a proposed industrial warehouse facility in DeKalb, Illinois. The subject site is located on the northeast quadrant of IL 23 and Gurler Road. The development plan includes four buildings providing a total of approximately 5,709,280 square feet of industrial warehouse space. The development is anticipated to be constructed in phases. For purposes of this analysis, the three development phases listed below were assumed.

- Phase A: Building 1 and Building 2A (1,909,120 square feet)
- Phase B: Building 2B (1,100,00 square feet)
- Phase C: Building 3 and Building 4 (2,700,160 square feet)

With development of Phase A, access to the subject site would be provided via five full-access driveways (Access D through Access H) to Gurler Road. Truck access would exclusively be provided via Access F and the other four access driveways would be for passenger vehicles only. Development of Phase B and Phase C would include five additional full-access driveways (Access A through Access C, Access I, and Access J) to Gurler Road. Access C, Access I, and Access J would provide access to both trucks and passenger vehicles. Access A and Access B would provide access to passenger vehicles only. An aerial view of the study location and the surrounding roadway network is presented in Exhibit 1.

As a part of this study, the existing network was analyzed to determine the current operations at the study intersections. Site trip generation characteristics were established for each development phase and added to background traffic volumes in order to assess the site’s impact on the area roadway network. Future traffic conditions for the Phase A scenario were evaluated for a Year 2020 initial build. Phase B and Phase C were assumed to be completed by 2025 with an understanding that Phase C may take longer to develop as tenants are not currently identified. The Full Buildout scenario (Phase A + Phase B + Phase C) was evaluated for a Year 2025 design horizon. This report presents and documents Kimley-Horn’s data collection, summarizes the evaluation of traffic conditions on the surrounding roadways, identifies recommendations to mitigate operational issues, and details the potential impact of development traffic on the adjacent roadway network.
2. EXISTING CONDITIONS

Kimley-Horn conducted field observations to collect relevant information pertaining to the site, existing land uses in the surrounding area, current traffic volumes and operational conditions, lane configurations and traffic controls, and other key roadway characteristics. A detailed account of this information and findings are provided below.

2.1. Existing Land Uses

The subject site is located on the northeast quadrant of the intersection of IL 23 and Gurler Road in DeKalb, Illinois. The subject property is currently vacant and bounded by Interstate 88 (Ronald Reagan Memorial Tollway) and the DeKalb Tollway Oasis on the north, Gurler Road on the south, Crego Road on the east, and IL 23 on the west. Land uses in the area are predominantly industrial and agricultural. West of the subject site, industrial uses front Harvestore Drive and residential uses front IL 23. South of Gurler Road and east of Crego Road, the land is primarily agricultural. North of Interstate 88, IL 23 provides access to residential, commercial, and industrial uses. Regional access to the subject site and surrounding area is provided via Interstate 88, which provides a full interchange with Peace Road approximately one mile northeast of the subject site. A full interchange with Annie Glidden Road is located approximately two miles northwest of the subject property.

2.2. Existing Roadway Characteristics

The study area roadways within the vicinity of the proposed site include IL 23, Crego Road, Peace Road, Fairview Drive, Harvestore Drive, and Gurler Road. Descriptions of each roadway are summarized below.

**Interstate 88 (I-88)** is a limited-access tollway that is provides east-west access across the western Chicago metropolitan area. Located north of the subject site, I-88 provides a full interchange with Peace Road. At the intersection with Peace Road, the I-88 Westbound off-ramp provides dedicated left- and right-turn lanes. The Illinois Tollway Plaza 65 – Ramp J tollbooth is located within the dedicated turn lanes, approximately 200 feet east of Peace Road. The I-88 Westbound on-ramp provides a single travel lane. At its intersection with Peace Road, the I-88 Eastbound off-ramp provides a channelization island with storage for approximately 4 vehicles (100 feet) for the left- and right-turn movements. The I-88 Eastbound on-ramp provides two travel lanes until the Illinois Tollway Plaza 65 – Ramp K tollbooth, located approximately 500 feet east of Peace Road, where it transitions to a single travel lane. A 30 miles per hour (MPH) speed limit is posted on the I-88 Eastbound off-ramp and the Westbound on- and off-ramps. A 30 MPH speed limit was assumed for the Eastbound on-ramp prior to the tollbooth. The I-88 on- and off-ramps at Peace Road are under Illinois Tollway jurisdiction.

**Illinois Route 23 (4th Street)** is a north-south roadway located on the western boundary of the subject property. Classified as a Minor Arterial by IDOT, IL 23 provides a single travel lane in each direction through the study area. North of Fairview Drive, IL 23 provides two travel lanes in each direction and a two-way left-turn lane is provided in the center median. At its signalized intersection with Fairview Drive, IL 23 provides a dedicated left-turn lane, one through lane, and a shared through/right-turn lane on the north leg. On the south leg, IL 23 provides a dedicated left-turn lane, one through lane,
and a dedicated right-turn lane. A crosswalk with pedestrian push buttons for the signal is provided on the north leg of IL 23 at Fairview Drive. At its minor-leg stop-controlled intersection with Harvestore Drive, IL 23 provides a shared through/right-turn lane on the north leg, and a shared left-turn/through lane on the south leg. At its minor-leg stop-controlled intersection with Gurler Road, IL 23 provides a single shared lane on each leg. Near its intersection with Fairview Drive, IL 23 has a posted speed limit of 40 MPH. The speed limit transitions to 45 MPH near Harvestore Drive. Near Gurler Road, the posted speed limit is 50 MPH in each direction. IL 23 is under IDOT jurisdiction.

_Crego Road_ is a north-south local roadway located on the eastern boundary of the subject site. Crego Road provides a single travel lane in each direction. North of Gurler Road, Crego Road is an asphalt road; south of Gurler Road, Crego is an improved roadway. At its minor-leg stop-controlled intersection with Gurler Road, Crego Road provides a single shared lane on each leg. There is no posted speed limit on Crego Road; for purposes of this analysis, a 40 MPH speed limit was assumed. Crego Road is under the jurisdiction of DeKalb Township south of Gurler Road and is under the jurisdiction of the City of DeKalb north of Gurler Road.

_Peace Road_ is a north-south roadway located east of the subject site. South of Interstate 88, Peace Road is classified by IDOT as a Major Collector roadway; north of Interstate 88, Peace Road is a Principal Arterial roadway. Through the study area, Peace Road provides a single travel lane in each direction. At its stop-controlled “T-intersection” with Gurler Road, Peace Road provides a single shared lane. At its signalized intersection with the I-88 Eastbound ramps, Peace Road provides a dedicated left-turn lane on the north leg and a channelized right-turn lane with storage for approximately one vehicle (30 feet) on the south leg. Both the north and south legs provide a dedicated through lane. At its signalized intersection with the I-88 Westbound ramps, Peace Road provides a dedicated left-turn lane and a dedicated through lane on the north leg, and a shared through/right-turn lane on the south leg. On the south leg, a de facto right-turn lane with storage for one vehicle (30 feet) was observed, and for purposes of this analysis, a right-turn lane was assumed. There is no posted speed limit on Peace Road south of Interstate 88; for purposes of this analysis a 55 MPH speed limit was assumed. Between Interstate 88 and Gurler Road, Peace Road is under the jurisdiction of DeKalb Township. From Interstate 88 to the north, Peace Road is under the jurisdiction of the City of DeKalb.

_Fairview Drive_ is an east-west Major Collector roadway located north of the subject property. Between IL 23 and Peace Road, Fairview Drive provides a single travel lane in each direction and a two-way left-turn lane in the center median. West of IL 23, Fairview Drive provides a single travel lane in each direction. At its signalized intersection with IL 23, Fairview Drive provides a shared left-turn/through/right-turn lane on the west leg. On the east leg, Fairview Drive provides and a dedicated left-turn lane, one through lane, and a channelized right-turn lane with storage for approximately one passenger vehicle. A 35 MPH speed limit is posted on Fairview Drive near its intersection with IL 23. Near its intersection with IL 23 Fairview Drive is under the jurisdiction of the City of DeKalb. East of Peace Road, Fairview Drive is under the jurisdiction of DeKalb Township.

_Harvestore Drive_ is an east-west Major Collector roadway that extends west of IL 23 near the northern boundary of the subject site. Harvestore Drive provides a single travel lane in each direction. At its minor-leg stop-controlled intersection with IL 23, Harvestore Drive provides a single shared
lane. Harvestore Drive has a posted speed limit of 25 MPH and is under the jurisdiction of the City of DeKalb.

**Gurler Road** is an east-west roadway located on the southern boundary of the subject property. Between IL 23 and Peace Road, Gurler Road is classified by IDOT as a Major Collector roadway. West of IL 23 and east of Peace Road, Gurler Road is a Minor Collector Roadway. Gurler Road provides a single travel lane in each direction. At its intersection with IL 23, Gurler Road provides a single shared lane on the east and west legs and operates under stop-control. At its intersections with Crego Road and Peace Road, Gurler Road provides a single shared lane in each direction and operates under a free-flow condition with minor-legged stop-control. West of IL 23, Gurler Road has a posted speed limit of 45 MPH. A 55 MPH speed limit was assumed for this roadway east of IL 23. Through the study area, Gurler Road is under the jurisdiction of DeKalb Township except for the segment between IL 23 and Crego Road where it is under the jurisdiction of the City of DeKalb.

### 2.3. Traffic Count Data

Weekday turning movement count data was collected in September 2019 at the following study intersections located within the vicinity of the proposed development.

- IL 23 / Fairview Drive
- IL 23 / Harvestore Drive
- IL 23 / Gurler Road
- Gurler Road / Crego Road
- Gurler Road / Peace Road
- I-88 Eastbound Ramps / Peace Road
- I-88 Westbound Ramps / Peace Road

The traffic counts were conducted from 7:00-9:00AM and from 4:00-6:00PM. The resulting count data reveals that peak traffic volumes occur within the study area from 7:00-8:00AM and 4:15-5:15PM. The existing peak hour volumes were rounded to the nearest multiple of five and balanced between intersections. Based on the distance and presence of traffic-generating uses between intersections, balancing was not completed along IL 23 between Fairview Drive and Harvestore Drive. Existing peak hour vehicle traffic volumes are presented in **Exhibit 2**. A summary of the traffic count data is provided in the appendix.

Weekday count data reveals that near its intersection with Gurler Road, IL 23 experiences a higher volume of traffic in the northbound direction during the morning peak hour. During the evening peak hour, IL 23 carries a higher volume of traffic in the southbound direction. Near its intersection with Fairview Drive, IL 23 traffic is relatively balanced in the northbound and southbound directions. Traffic volumes along Gurler Road reflect a commute pattern with a higher volume of eastbound traffic in the morning peak hour, and a higher volume of westbound traffic in the evening peak hour. Traffic along Fairview Drive is generally higher in the westbound direction during both the morning and evening peak hours. Traffic volumes along Peace Road reflect a commute pattern with a higher volume of traffic in the northbound direction during the morning peak hour, and a higher volume of traffic in the southbound direction during the evening peak hour.
2.4. Existing Levels of Service

Traffic volume data was analyzed with Synchro capacity analysis software in order to determine the quality of operation in the existing network. Operation is characterized according to the amount of control delay at each intersection approach and quantified into a level of service (LOS). The LOS grades shown below, which are provided in the Transportation Research Board’s Highway Capacity Manual (HCM), quantify and categorize a driver’s discomfort, frustration, fuel consumption, and travel times experienced as a result of intersection control and the resulting traffic queueing. LOS D is typically the minimum acceptable LOS accepted by agencies in Northeastern Illinois (including IDOT). A detailed description of each LOS rating can be found in Table 1.

<table>
<thead>
<tr>
<th>Level of Service</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Minimal control delay; traffic operates at primarily free-flow conditions; unimpeded movement within traffic stream.</td>
</tr>
<tr>
<td>B</td>
<td>Minor control delay at signalized intersections; traffic operates at a fairly unimpeded level with slightly restricted movement within traffic stream.</td>
</tr>
<tr>
<td>C</td>
<td>Moderate control delay; movement within traffic stream more restricted than at LOS B; formation of queues contributes to lower average travel speeds.</td>
</tr>
<tr>
<td>D</td>
<td>Considerable control delay that may be substantially increased by small increases in flow; average travel speeds continue to decrease.</td>
</tr>
<tr>
<td>E</td>
<td>High control delay; average travel speed no more than 33 percent of free flow speed.</td>
</tr>
<tr>
<td>F</td>
<td>Extremely high control delay; extensive queuing and high volumes create exceedingly restricted traffic flow.</td>
</tr>
</tbody>
</table>

1Highway Capacity Manual 2010

Table 2 presents the range of control delay for each LOS rating as detailed in the HCM. Because signalized intersections are expected to carry a larger volume of vehicles and stopping is required during red time, note that higher delays are tolerated for the corresponding LOS ratings.

<table>
<thead>
<tr>
<th>Level of Service</th>
<th>Average Control Delay (s/veh) at:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Unsignalized Intersections</td>
</tr>
<tr>
<td>A</td>
<td>0 – 10</td>
</tr>
<tr>
<td>B</td>
<td>&gt; 10 – 15</td>
</tr>
<tr>
<td>C</td>
<td>&gt; 15 – 25</td>
</tr>
<tr>
<td>D</td>
<td>&gt; 25 – 35</td>
</tr>
<tr>
<td>E</td>
<td>&gt; 35 – 50</td>
</tr>
<tr>
<td>F^2</td>
<td>&gt; 50</td>
</tr>
</tbody>
</table>

1Highway Capacity Manual 2010

2All movements with a Volume to Capacity (v/C) ratio greater than 1 receive a rating of LOS F.
Based on these standards, capacity results were identified for the study intersections under existing conditions. At the intersection of IL 23/Fairview Drive, the traffic signal currently appears to be running "free" and does not appear to be on an interconnected signal system. In order to evaluate traffic conditions and reflect the responsive nature of the signal cycles, the signal was optimized with an assumed minimum cycle length of 110 seconds. At the intersections of Peace Road and the I-88 ramps, the traffic signals appear to be on an interconnected signal system. However, because of the limited amount of traffic making westbound left-turns at each signal, the majority of the traffic on the westbound approaches were making right-turns-on-red with the most of green time dedicated to Peace Road. To appropriately analyze existing conditions, the majority of the westbound right-turn volume were input as right-turns-on-red, and the signal timings were optimized with an assumed cycle length of 120 seconds. Level of service data for the study intersections is reported in Table 3. In this table, operation on each approach is quantified according to the average delay per vehicle and the corresponding level of service. Overall intersection operations are reported for the signalized intersections of IL 23/Fairview Drive, Peace Road/I-88 Eastbound Ramps, and Peace Road/I-88 Westbound Ramps. The results are based on Synchro’s HCM 2010 reports. Copies of the capacity analysis reports are included in the appendix.
### Table 3. Existing Levels of Service

<table>
<thead>
<tr>
<th>Intersection</th>
<th>AM Peak Hour</th>
<th>PM Peak Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Delay (s/veh)</td>
<td>LOS</td>
</tr>
<tr>
<td>IL 23 / Fairview Drive</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Eastbound</td>
<td>19</td>
<td>B</td>
</tr>
<tr>
<td>Westbound</td>
<td>13</td>
<td>B</td>
</tr>
<tr>
<td>Northbound</td>
<td>13</td>
<td>B</td>
</tr>
<tr>
<td>Southbound</td>
<td>10+</td>
<td>B</td>
</tr>
<tr>
<td>Intersection</td>
<td>13</td>
<td>B</td>
</tr>
<tr>
<td>IL 23 / Harvestore Drive</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Eastbound</td>
<td>13</td>
<td>B</td>
</tr>
<tr>
<td>Northbound (Left)</td>
<td>8</td>
<td>A</td>
</tr>
<tr>
<td>IL 23 / Gurler Road</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Eastbound</td>
<td>14</td>
<td>B</td>
</tr>
<tr>
<td>Westbound</td>
<td>13</td>
<td>B</td>
</tr>
<tr>
<td>Northbound (Left)</td>
<td>8</td>
<td>A</td>
</tr>
<tr>
<td>Southbound (Left)</td>
<td>6</td>
<td>A</td>
</tr>
<tr>
<td>Gurler Road / Crego Road</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Eastbound (Left)</td>
<td>7</td>
<td>A</td>
</tr>
<tr>
<td>Westbound (Left)</td>
<td>8</td>
<td>A</td>
</tr>
<tr>
<td>Northbound</td>
<td>9</td>
<td>A</td>
</tr>
<tr>
<td>Southbound</td>
<td>10-</td>
<td>A</td>
</tr>
<tr>
<td>Gurler Road / Peace Road</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Eastbound (Left)</td>
<td>8</td>
<td>A</td>
</tr>
<tr>
<td>Southbound</td>
<td>9</td>
<td>A</td>
</tr>
<tr>
<td>Peace Road / I-88 EB Ramps</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Westbound</td>
<td>17</td>
<td>B</td>
</tr>
<tr>
<td>Northbound</td>
<td>9</td>
<td>A</td>
</tr>
<tr>
<td>Southbound</td>
<td>4</td>
<td>A</td>
</tr>
<tr>
<td>Intersection</td>
<td>5</td>
<td>A</td>
</tr>
<tr>
<td>Peace Road / I-88 WB Ramps</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Westbound</td>
<td>17</td>
<td>B</td>
</tr>
<tr>
<td>Northbound</td>
<td>7</td>
<td>A</td>
</tr>
<tr>
<td>Southbound</td>
<td>6</td>
<td>A</td>
</tr>
<tr>
<td>Intersection</td>
<td>7</td>
<td>A</td>
</tr>
</tbody>
</table>

* - Signaled Intersection  \(\triangle\) - Minor-Leg Stop-Controlled Intersection

As shown in Table 3, existing traffic operation within the study area is shown to be acceptable with LOS C or better on all approaches and movements with most operating at LOS B or better. Based on the capacity analysis, the 95th percentile queues at the signalized intersections are accommodated within the provided storage. The 95th percentile queues provided at the minor-leg stop controlled intersections are estimated to be approximately two vehicles (50 feet) or less during each peak hour.
3. FUTURE CONDITIONS

This section of the report outlines the proposed site development plan, summarizes site-specific traffic characteristics, develops future traffic projections for analysis, and presents the results of the future capacity analysis.

### 3.1. Development Characteristics & Site Access

The conceptual development plan includes four buildings providing a total of approximately 5,709,280 square feet of industrial warehouse space. The development is anticipated to be constructed in phases as summarized below. Phase A represents the initial build (Year 2020) condition. Completion of Phase B and Phase C (including the completed Phase A) represents the full buildout (Year 2025) of the proposed development. Because Phase C does not yet have known tenants and is more conceptual in nature, Phase B and Phase C are identified separately. For purposes of this study, Phase B and Phase C were both assumed to be completed by 2025.

- Phase A: Building 1 and Building 2A (1,909,120 square feet)
- Phase B: Buildings 2B (1,100,000 square feet)
- Phase C: Building 3 and Building 4 (2,700,160 square feet)

With development of Phase A, access to the subject site would be provided via five full-access driveways (Access D through Access H) to Gurler Road. Truck access would exclusively be provided via Access F and the other four access driveways would be for passenger vehicles only.

Development of Phase B and Phase C would include five additional full-access driveways (Access A through Access C, Access I, and Access J) to Gurler Road. Access C, Access I, and Access J would provide access to both trucks and passenger vehicles. Access A and Access B would provide access to passenger vehicles only.

### 3.2. Trip Generation, Distribution, & Assignment

In order to calculate site-generated traffic projections for the site, data was referenced from the Institute of Transportation Engineers (ITE) manual *Trip Generation, Tenth Edition*. Trip generation data for the proposed use, ITE Land Use Code (LUC) 154, High-Cube Transload and Short-Term Storage Warehouse, is shown in Table 4. A copy of ITE data is provided in the Appendix.
Table 4. ITE Trip Generation Data

<table>
<thead>
<tr>
<th>ITE Land Use</th>
<th>Unit</th>
<th>Type</th>
<th>Daily</th>
<th>AM Peak</th>
<th>PM Peak</th>
</tr>
</thead>
<tbody>
<tr>
<td>High-Cube Transload and Short-Term Storage Warehouse (LUC 154)</td>
<td>Per 1,000 sq. ft.</td>
<td>Passenger Vehicles</td>
<td>0.946</td>
<td>0.056</td>
<td>0.077</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>50% in/50% out</td>
<td>77% in/23% out</td>
<td>28% in/72% out</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Heavy Vehicles¹</td>
<td>0.454</td>
<td>0.024</td>
<td>0.023</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>50% in/50% out</td>
<td>77% in/23% out</td>
<td>28% in/72% out</td>
</tr>
</tbody>
</table>

¹ The ITE Trip Generation, Tenth Edition manual does not provide data for heavy vehicles. Per guidance provided in the ITE manual for LUC 154, data provided in the High-Cube Warehouse Vehicle Trip Generation Analysis, published in October 2016 was assumed. Tables 5-7 of the High-Cube Warehouse Vehicle Trip Generation Analysis outline the daily and peak hour trip generation rates for heavy vehicles. A copy of the supplemental data is provided in the appendix. The in/out distribution percentages were obtained from the Trip Generation, Tenth Edition manual.

Based on the data shown above, site-generated traffic projections were calculated for the proposed development. The site-generated trips generated during the peak hour were rounded to the nearest multiple of five for the purposes of this analysis, and daily trips were rounded to the nearest multiple of 10. A summary of projected site trips is provided in Table 5.

Table 5. Site-Generated Traffic Projections

<table>
<thead>
<tr>
<th>Land Use</th>
<th>Size</th>
<th>Type</th>
<th>Daily</th>
<th>AM Peak</th>
<th>PM Peak</th>
<th>In</th>
<th>Out</th>
<th>Total</th>
<th>In</th>
<th>Out</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase A</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>High-Cube Transload and Short-Term Storage Warehouse (LUC 154)</td>
<td>1,909,120 sq. ft.</td>
<td>Passenger Cars</td>
<td>1,810</td>
<td>80</td>
<td>25</td>
<td>105</td>
<td></td>
<td>40</td>
<td>105</td>
<td></td>
<td>145</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Heavy Vehicles</td>
<td>870</td>
<td>35</td>
<td>10</td>
<td>45</td>
<td></td>
<td>15</td>
<td>30</td>
<td></td>
<td>45</td>
</tr>
<tr>
<td>Subtotal Phase A</td>
<td>2,680</td>
<td></td>
<td>115</td>
<td>35</td>
<td>150</td>
<td></td>
<td></td>
<td>55</td>
<td>135</td>
<td></td>
<td>190</td>
</tr>
<tr>
<td>Phase B and Phase C</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>High-Cube Transload and Short-Term Storage Warehouse (LUC 154)</td>
<td>3,800,160 sq. ft.</td>
<td>Passenger Cars</td>
<td>3,590</td>
<td>185</td>
<td>50</td>
<td>215</td>
<td>85</td>
<td>210</td>
<td>295</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Heavy Vehicles</td>
<td>1,730</td>
<td>70</td>
<td>20</td>
<td>90</td>
<td>25</td>
<td>65</td>
<td>90</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal Phase B and Phase C</td>
<td>5,320</td>
<td></td>
<td>255</td>
<td>70</td>
<td>305</td>
<td></td>
<td></td>
<td>110</td>
<td>275</td>
<td></td>
<td>385</td>
</tr>
<tr>
<td>Total Site-Generated Traffic (Full Buildout)</td>
<td>8,000</td>
<td></td>
<td>350</td>
<td>105</td>
<td>455</td>
<td></td>
<td></td>
<td>165</td>
<td>410</td>
<td></td>
<td>575</td>
</tr>
</tbody>
</table>

After establishing the expected site traffic volumes, a projected trip distribution was derived from existing traffic patterns in the study area and the nature of surrounding land uses for passenger and heavy vehicles. The estimated trip distribution is summarized in Table 6.
### Table 6. Estimated Trip Distribution

<table>
<thead>
<tr>
<th>Traveling to/from:</th>
<th>Portion of Site Traffic</th>
<th></th>
<th></th>
<th></th>
<th>Heavy Vehicles</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Passenger Vehicles</td>
<td></td>
<td></td>
<td></td>
<td>10%</td>
</tr>
<tr>
<td>North via IL 23</td>
<td>25%</td>
<td></td>
<td></td>
<td></td>
<td>10%</td>
</tr>
<tr>
<td>North via Peace Road</td>
<td>15%</td>
<td></td>
<td></td>
<td></td>
<td>10%</td>
</tr>
<tr>
<td>South via IL 23</td>
<td>10%</td>
<td></td>
<td></td>
<td></td>
<td>10%</td>
</tr>
<tr>
<td>West on I-88</td>
<td>10%</td>
<td></td>
<td></td>
<td></td>
<td>30%</td>
</tr>
<tr>
<td>East on I-88</td>
<td>35%</td>
<td></td>
<td></td>
<td></td>
<td>40%</td>
</tr>
<tr>
<td>West via Guler Road</td>
<td>5%</td>
<td></td>
<td></td>
<td></td>
<td>–</td>
</tr>
<tr>
<td>Total</td>
<td>100%</td>
<td></td>
<td></td>
<td></td>
<td>100%</td>
</tr>
</tbody>
</table>

Traffic generated by the subject site was assigned to the study intersections and the proposed site access according to this distribution. Phase A site traffic assignment for passenger vehicles and trucks are illustrated in Exhibits 3 and 4, respectively. Total site traffic assignment for Phase A is depicted in Exhibit 5. Phase B and Phase C site traffic assignment for passenger vehicles and trucks are illustrated in Exhibits 6 and 7, respectively. Total site traffic assignment for Phase B and Phase C is depicted in Exhibit 8.
LEGEND

XX: Weekday AM Peak (7:00-8:00am)
(XX): Weekday PM Peak (4:15-5:15pm)

Existing Signalized Intersection
Existing Stop Sign
Proposed Stop Sign
Less than Five Vehicles

Kimley-Horn

PHASE A SITE GENERATED TRIPS - TOTAL
3.3. Background Traffic Growth

Future traffic projections for Phase A were developed for a Year 2020 initial build. Full Buildout of the development, including Phase A and the completion of Phase B and Phase C was evaluated for a Year 2025 design horizon.

Overall growth rates based on historic traffic data within in the study area were applied to existing traffic volumes to determine future traffic projections. Along Peace Road and the I-88 Ramps, a background growth rate of 3.0 percent was applied. A growth rate of 2.0 percent was applied to all other study area roadways. Background traffic growth was not applied to turning movements at the site access driveways. For purposes of this analysis, future background traffic volumes were balanced between intersections. The total future background traffic volumes for Year 2020 are presented in Exhibit 9. The total future background traffic volumes for Year 2025 include the total site-generated trips from Phase A (Exhibit 5) and are presented in Exhibit 10.

3.4. Future Analysis

For the analysis of Phase A traffic conditions, site-generated trips (Exhibit 5) were added to Year 2020 future background traffic (Exhibit 9) to yield total volumes at the study intersections. For the Full Buildout scenario, Phase B and Phase C site-generated trips (Exhibit 8) were added to Year 2025 future background traffic (Exhibit 10) which includes the site-generated trips from Phase A to yield total volumes at the study intersections. Future traffic projections for the Phase A and Full Buildout scenarios are illustrated in Exhibits 11 and 12, respectively.

For the analysis of future traffic conditions, turn lane warrants were evaluated at the study intersections and proposed site access driveways using guidelines in the IDOT Bureau of Design and Environment (BDE) Manual for both Phase A and the Full Buildout scenario.

Phase A Build (Year 2020)

Based on a review of traffic volumes at the intersection of IL 23/Gurler Road, a dedicated northbound right-turn lane is warranted under Year 2020 initial build. However, the results of the capacity analysis project that the intersection is to operate with acceptable delay and queues with the addition of site-generated trips. Therefore, a northbound right-turn lane was not included in the analysis of Phase A.

Turn lane warrants were also evaluated at the proposed site access driveways in Phase A. Based on the relatively low volume of turning vehicles at each of the site access driveways, turn lanes are not warranted. For purposes of this analysis, a single inbound and a single outbound lane were assumed for Access D, Access E, Access G, and Access H. A single inbound and separate outbound left- and right-turn lanes are recommended for Access F. Minor-leg stop control is recommended for outbound traffic at each site access driveway.

Currently, the segments of Gurler Road from IL 23 to the east past Peace Road and Peace Road from Gurler Road to the north at the I-88 Eastbound Ramps are weight restricted with a maximum permitted weight of up to 73,280 pounds. With the development of Phase A, Gurler Road and Peace Road will be resurfaced to accommodate the anticipated site-generated heavy vehicle traffic, a portion
of which is expected to exceed the existing weight limit. In addition to the resurfacing, the intersection geometry of Gurler Road/Peace Road will be modified to accommodate heavy vehicle traffic.
Full Buildout (Year 2025)
Under the Full Buildout scenario, dedicated turn lanes were reevaluated for IL 23 at Gurler Road. Based on the requirements outlined in the BDE Manual, the following turn lanes are recommended. The proposed storage and taper lengths are based on the design criteria provided in the BDE Manual.

- Northbound right-turn lane with a 240-foot storage lane and 240-foot taper
- Westbound right-turn lane with a 265-foot storage lane and a 265-foot taper
- Westbound left-turn lane with a 265-foot storage lane and a 265-foot taper. To mirror the dedicated westbound left-turn lane, a dedicated eastbound left-turn lane was assumed with a storage length of 215 feet and a 220-foot taper.
- Southbound left-turn lane with a 240-foot storage lane and a 240-foot taper. A dedicated northbound left-turn lane is also recommended to mirror the geometric modifications to the intersection with a storage length of 240 feet and a 240-foot taper.

With the addition of background traffic and site-generated tips, a dedicated eastbound left-turn lane is warranted on Gurler Road at Peace Road in the evening peak hour. However, based on the results of the capacity analysis and the minimal westbound traffic on Gurler Road, a turn lane was not included in the analysis of the Full Buildout scenario.

In conjunction with Full Buildout of the proposed development, we understand the City of DeKalb has requested widening of Gurler Road to a three-lane cross section between IL 23 and Crego Road. The widening of Gurler Road will accommodate the improvements recommended for the east leg of Gurler Road at IL 23. With the proposed three-lane cross-section, dedicated left-turn lanes are recommended for the eastbound approaches of Gurler Road at the site access driveways and were included in the analysis of the Full Buildout scenario. Due to the spacing distance between the site access driveways, a continuous two-way left-turn lane is recommended. Based on the proposed site plan, the assumed location of Access J would allow for a full width shadow lane to reduce Gurler Road to a two-lane section at its intersection with Crego Road where the proposed widening ends.

Although the projected westbound right-turn volumes on Gurler Road at Access F do not meet the criteria for a dedicated turn lane, due to projected site-generated inbound truck traffic, a dedicated westbound right-turn lane is recommended. Per the design criteria outlined in the BDE Manual, the turn lane would provide a 265-foot storage lane with a 265-foot taper. For purposes of this analysis, a single inbound and a single outbound lane were assumed for Access A and Access B. A single inbound and separate outbound left- and right-turn lanes are recommended for Access C, Access I, and Access J. Minor-leg stop control is recommended for outbound traffic at each site access driveway.

Signal Warrant Analysis
Future traffic projections were compared to criteria provided in the Manual on Uniform Traffic Control Devices (MUTCD) to determine whether a traffic signal may be warranted under the Year 2020 initial build or the Year 2025 Full Buildout conditions at the intersections of Gurler Road/IL 23 and Gurler Road/Peace Road.
Signal warrant analyses were performed according to criteria set by the Manual on Uniform Traffic Control Devices (MUTCD) for Warrant 1 (Eight-Hour Warrant), Condition A (Minimum Vehicular Volume) and Condition B ( Interruption of Continuous Traffic). Warrant 1 can be satisfied by meeting the following conditions: Condition A (Minimum Vehicular Volume), Condition B ( Interruption of Continuous Traffic), or the combined Condition A & B. The signal warrant analysis is typically completed with at least eight hours of traffic count data for an intersection. Because only peak hour projections can be formulated for the proposed development, typical IDOT practice allows a signal warrant to instead be evaluated by reducing evening peak hour volumes to 55 percent of their projected total to represent the minimum volume during a given eight-hour period. Minor-street right-turning volumes were also reduced at the study intersections in accordance with Pagone’s Theorem, per IDOT requirements. These reduced volumes were compared to MUTCD criteria for signal warrant analysis. Table 7 reports the signal warrant analyses conducted for the intersections of Gurler Road/IL 23 and Gurler Road/Peace Road.

Table 7. Signal Warrant Analyses

<table>
<thead>
<tr>
<th>Intersection / Warrant Criteria</th>
<th>Traffic Volume</th>
<th>Meets Warrant?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Major Street</td>
<td>Higher-Volume Minor-Leg Approach</td>
</tr>
<tr>
<td>Gurler Road / IL 23</td>
<td></td>
<td></td>
</tr>
<tr>
<td>One-Lane Major Street/One-Lane Minor Street at 100%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MUTCD Criteria</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Warrant 1A</td>
<td>350</td>
<td>105</td>
</tr>
<tr>
<td>Warrant 1B</td>
<td>525</td>
<td>53</td>
</tr>
<tr>
<td>Year 2020 Build</td>
<td>261</td>
<td>106</td>
</tr>
<tr>
<td>Year 2025 Build</td>
<td>330</td>
<td>133</td>
</tr>
<tr>
<td>Gurler Road / Peace Road</td>
<td></td>
<td></td>
</tr>
<tr>
<td>One-Lane Major Street/One-Lane Minor Street at 100%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MUTCD Criteria</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Warrant 1A</td>
<td>350</td>
<td>105</td>
</tr>
<tr>
<td>Warrant 1B</td>
<td>525</td>
<td>53</td>
</tr>
<tr>
<td>Year 2020 Build</td>
<td>116</td>
<td>50</td>
</tr>
<tr>
<td>Year 2025 Build</td>
<td>220</td>
<td>72</td>
</tr>
</tbody>
</table>

As shown in the table above, based on projected future traffic volumes at Gurler Road/IL 23 and Gurler Road/Peace Road, signals are not warranted; and therefore, were not included in the analysis of future traffic conditions.

Based on these assumptions, future capacity results for the Year 2020 and Year 2025 future build conditions are provided in Table 8. Apart from the proposed recommendations, future conditions were evaluated based on existing lane geometry and traffic signal timings optimized in existing conditions. Operation on each approach is quantified according to the average delay per vehicle and the corresponding level of service. Overall intersection operations are reported for the signalized intersections of IL 23/Fairview Drive, Peace Road/I-88 Eastbound Ramps, and Peace Road/I-88 Westbound Ramps. The results are based on Synchro’s HCM 2010 reports. Copies of the capacity analysis reports are included in the appendix.
<table>
<thead>
<tr>
<th>Intersection</th>
<th>Phase A (Year 2020) Build Scenario</th>
<th>Full Buildout (Year 2025) Build Scenario</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>AM Peak Hour</td>
<td>PM Peak Hour</td>
</tr>
<tr>
<td></td>
<td>Delay (s/veh)</td>
<td>LOS</td>
</tr>
<tr>
<td>IL 23 / Fairview Drive</td>
<td>19 B 21 C</td>
<td>20+ C 23 C</td>
</tr>
<tr>
<td>Eastbound</td>
<td>13 B 14 B</td>
<td>14 B 16 B</td>
</tr>
<tr>
<td>Westbound</td>
<td>13 B 14 B</td>
<td>14 B 16 B</td>
</tr>
<tr>
<td>Northbound</td>
<td>13 B 15 B</td>
<td>14 B 16 B</td>
</tr>
<tr>
<td>Southbound</td>
<td>10+ B 14 B</td>
<td>11 B 15 B</td>
</tr>
<tr>
<td>Intersection</td>
<td></td>
<td></td>
</tr>
<tr>
<td>IL 23 / Harvestore Drive</td>
<td>13 B 15+ C</td>
<td>15- B 20 C</td>
</tr>
<tr>
<td>Eastbound</td>
<td>8 A 9 A</td>
<td>8 A 9 A</td>
</tr>
<tr>
<td>Northbound (Left)</td>
<td>8 A 9 A</td>
<td>8 A 9 A</td>
</tr>
<tr>
<td>IL 23 / Gurler Road</td>
<td>15+ C 16 C</td>
<td>19 C 19 C</td>
</tr>
<tr>
<td>Eastbound</td>
<td>14 B 20 C</td>
<td>15- B 19 C</td>
</tr>
<tr>
<td>Westbound</td>
<td>8 A 8 A</td>
<td>8 A 8 A</td>
</tr>
<tr>
<td>Northbound (Left)</td>
<td>8 A 8 A</td>
<td>8 A 8 A</td>
</tr>
<tr>
<td>Gurler Road / Access A</td>
<td>7 A 8 A</td>
<td>10- A 11 B</td>
</tr>
<tr>
<td>Eastbound (Left)</td>
<td>7 A 8 A</td>
<td>10- A 11 B</td>
</tr>
<tr>
<td>Gurler Road / Access B</td>
<td>8 A 8 A</td>
<td>8 A 8 A</td>
</tr>
<tr>
<td>Eastbound (Left)</td>
<td>8 A 8 A</td>
<td>8 A 8 A</td>
</tr>
<tr>
<td>Southbound</td>
<td>11 B 11 B</td>
<td>11 B 11 B</td>
</tr>
<tr>
<td>Gurler Road / Access C</td>
<td>7 A 8 A</td>
<td>8 A 8 A</td>
</tr>
<tr>
<td>Eastbound (Left)</td>
<td>7 A 8 A</td>
<td>8 A 8 A</td>
</tr>
<tr>
<td>Gurler Road / Access D</td>
<td>9 A 10+ B</td>
<td>9 A 11 B</td>
</tr>
<tr>
<td>Eastbound (Left)</td>
<td>9 A 10+ B</td>
<td>9 A 11 B</td>
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<tr>
<td>Gurler Road / Access E</td>
<td>7 A 8 A</td>
<td>8 A 8 A</td>
</tr>
<tr>
<td>Eastbound (Left)</td>
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<tr>
<td>Southbound</td>
<td>10+ B 10+ B</td>
<td>11 B 11 B</td>
</tr>
<tr>
<td>Gurler Road / Access F</td>
<td>9 A 9 A</td>
<td>9 A 9 A</td>
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<tr>
<td>Eastbound (Left)</td>
<td>9 A 9 A</td>
<td>9 A 9 A</td>
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<tr>
<td>Gurler Road / Access G</td>
<td>8 A 8 A</td>
<td>8 A 8 A</td>
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<tr>
<td>Eastbound (Left)</td>
<td>8 A 8 A</td>
<td>8 A 8 A</td>
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<tr>
<td>Gurler Road / Access H</td>
<td>8 A 8 A</td>
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<tr>
<td>Eastbound (Left)</td>
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<tr>
<td>Southbound</td>
<td>10+ B 11 B</td>
<td>11 B 12 B</td>
</tr>
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</table>

* - Signalized Intersection  △ - Minor-Leg Stop-Controlled Intersection
Table 8. Future Build Levels of Service (continued)

<table>
<thead>
<tr>
<th>Intersection</th>
<th>Phase A (Year 2020) Build Scenario</th>
<th>Full Buildout (Year 2025) Build Scenario</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>AM Peak Hour</td>
<td>PM Peak Hour</td>
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<tr>
<td></td>
<td>Delay (s/veh)</td>
<td>LOS</td>
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<td>Gurler Road / Access J</td>
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<td>Eastbound (Left)</td>
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<td>Gurler Road / Access J</td>
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<td>Eastbound (Left)</td>
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<tr>
<td>Southbound</td>
<td>14 B</td>
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<tr>
<td>Gurler Road / Crego Road</td>
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<td>Eastbound (Left)</td>
<td>8 A</td>
<td>8 A</td>
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<td>Westbound (Left)</td>
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<tr>
<td>Northbound</td>
<td>10+ A</td>
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<tr>
<td>Southbound</td>
<td>10+ B</td>
<td>10+ B</td>
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<tr>
<td>Gurler Road / Peace Road</td>
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<tr>
<td>Eastbound (Left)</td>
<td>8 A</td>
<td>8 A</td>
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<tr>
<td>Southbound</td>
<td>10- A</td>
<td>10- A</td>
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<tr>
<td>Peace Road / I-88 EB Ramps</td>
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</tr>
<tr>
<td>Westbound</td>
<td>17 B</td>
<td>16 B</td>
</tr>
<tr>
<td>Northbound</td>
<td>12 B</td>
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<td>Southbound</td>
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<td>Peace Road / I-88 WB Ramps</td>
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<tr>
<td>Westbound</td>
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<td>Southbound</td>
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<td>7 A</td>
</tr>
<tr>
<td>Intersection</td>
<td>9 A</td>
<td>9 A</td>
</tr>
</tbody>
</table>

As shown in the table, future traffic operation is expected to be generally satisfactory after completion of all phases of the proposed development and the recommended site access improvements. Under Phase A (Year 2020), the delay for all approaches is anticipated to only increase by a few seconds or remain the same. All intersections and approaches are anticipated to operate at LOS C or better in Phase A. In the Full Buildout (Year 2025) scenario, delay is anticipated to increase at most movements, however, all movements are anticipated to operate at LOS C or better. Peace Road/I-88 Westbound Ramps is the only intersection with an increase in LOS from LOS A to LOS B in the evening peak hour but with only approximately four seconds increase in total delay. In both Phase A and the Full Buildout, the projected 95th percentile queues are anticipated to be accommodated within the existing storage lanes.

The proposed site access driveways for Phase A – C are expected to operate with limited delay, and the projected 95th percentile queues are approximately one vehicle (25 feet) or less during the peak hours.
RECOMMENDATIONS & CONCLUSIONS

Based on Kimley-Horn's review of the proposed site plan and evaluation of existing and future traffic conditions, the study intersections are expected to adequately accommodate background traffic growth, and site-generated traffic with the addition of the following mitigation measures recommended for each phase of development.

Phase A (Year 2020) Future Build Condition
The following improvements are recommended to mitigate impacts attributable to background traffic growth and site-generated traffic.

- Resurface Gurler Road from IL 23 to Peace Road and Peace Road from Gurler Road to the I-88 Eastbound Ramps to accommodate heavy vehicle traffic.
- Modify the intersection geometry of Gurler Road/Peace Road to accommodate heavy vehicle traffic.
- Provide a single inbound lane and a single outbound lane at Access D, Access E, Access G, and Access H.
- Provide a single inbound lane and two outbound lanes at Access F.
- Post minor-leg stop control for outbound traffic at all site access driveways.

Full Buildout (Year 2025) Future Build Condition
In addition to the improvements identified for Phase A, the following improvements were identified to manage projected traffic demand with the addition of background traffic growth and site-generated traffic volumes at full buildout.

- Widen Gurler Road from IL 23 to Crego Road to a three-lane cross section with a continuous two-way left-turn lane.
- At the intersection of IL 23/Gurler Road, install the following dedicated turn lanes:
  - Southbound left-turn lane with a 240-foot storage lane and a 240-foot taper.
  - Northbound left- and right-turn lanes with 240-foot storage lanes and a 240-foot taper
  - Westbound left- and right-turn lanes with a 265-foot storage lane and a 265-foot taper
  - Eastbound left-turn lane with a 215-foot storage lane and a 220-foot taper
  - Westbound right-turn lane with a 265-foot storage lane and a 265-foot taper
- Provide a single inbound lane and a single outbound lane at Access A and Access B.
- Provide a single inbound lane and two outbound lanes at Access C, Access I, and Access J.
- Post minor-leg stop control for outbound traffic at all site access driveways.

Regardless of the final configuration of the intersection geometrics, several additional items should be taken into consideration when preparing roadway improvement plans for the subject development. As the design of the site progresses, care should be taken with landscaping, signage, and monumentation at the site access locations to ensure that adequate horizontal and vertical sight distance is provided from the new stop bars. If alterations to the site plan or land use should occur, changes to the analysis provided within this traffic impact study may be needed.
APPENDIX

Conceptual Site Plan

Data from the ITE manual *Trip Generation, Tenth Edition*

Traffic Count Data

Existing (Year 2019) Capacity Reports

Phase A (Year 2020) Capacity Reports

Full Buildout (Year 2025) Capacity Reports
EXISTING CAPACITY REPORTS

Weekday Morning Peak Hour

Weekday Evening Peak Hour
PHASE A (YEAR 2020) CAPACITY REPORTS

Weekday Morning Peak Hour
Weekday Evening Peak Hour
FULL BUILDOUT (YEAR 2025) CAPACITY REPORTS

Weekday Morning Peak Hour

Weekday Evening Peak Hour
EXHIBIT D
(AMENDED ANNEXATION AGREEMENT)
FIRST AMENDMENT TO ANNEXATION AGREEMENT

This First Amendment to Annexation Agreement (the "Amended Agreement") is made and entered this 24th day of October, 2019, by and between the City of DeKalb (the "City"), an Illinois home rule municipal corporation, and DeKalb 343, LLC (the "Owner"), an Illinois limited liability company. The City and Owner are collectively referred to as the Parties.

RECITALS:

WHEREAS, the City has the power and authority to enter into and to amend annexation agreements pursuant to 65 ILCS 5/11-15.1-1; and,

WHEREAS, the City previously approved the annexation of Owner's property, which is legally described, attached hereto, and incorporated herein as Exhibit A (the "Property"), by Ordinance 2016-107, which approved the Annexation Agreement recorded as 2007009696 (the "Annexation Agreement"); and

WHEREAS, the Owner has petitioned the City to amend the Annexation Agreement for the Property in relation to the concept plan, preliminary plan, development guidelines, roadway access, roadway improvements, phasing plan, landscape standards, signage, subdivision and development plan approval, and other amendments to accommodate an approximate 1,222,400 square foot food distribution center and a 466,560 square foot food packing center for 106 acres of the Property as legally described in Exhibit A in accordance with this Amended Agreement; and

WHEREAS, the Parties have conducted all required public hearings and have otherwise satisfied all conditions precedent for the approval of this Agreement; and,

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, accurate, adopted and incorporated herein as if fully set forth in this paragraph.

2.0 Preliminary and Final Plans and/or Plats: Section 3.02 of the Annexation Agreement shall be amended to substitute the following plans: (1) the concept plan that was previously attached as Exhibit B to the Annexation Agreement shall be amended and replaced by the concept plan dated 10-2-19 prepared by Jacob and Hefner Associates, which shall be attached hereto and incorporated herein as Exhibit B to this Amended Agreement; and (2) the preliminary plan that was previously attached as Exhibit D to the Annexation Agreement shall be amended and replaced by the preliminary plan (Sheet A1) dated 9-17-19 prepared by Harris Architects, Inc., which shall be attached hereto and incorporated herein as Exhibit D to this Amended Agreement.
Sections 3.02, 3.05 and 3.06 of the Annexation Agreement shall be amended to provide that the final plat and final plan for the preliminary plan for the Property attached hereto as Exhibit D may be reviewed and approved by City Staff prior to construction of the distribution facility and packing center for substantial compliance with the approved preliminary plan, and that the City’s corporate authorities and the City’s Planning and Zoning Commission need not review and approve the final plat and final plan if City Staff determines that they substantially comply with the approved preliminary plan.

3.0 **Zoning:** The Development Guidelines stated in Section 3.03(D) of the Annexation Agreement shall not apply for approved preliminary plan for the Property.

4.0 **Utilities and Roadways:** Section 5.05 of the Annexation Agreement shall be amended to allow for five (5) private access points along Gurler Road per the approved preliminary plan for the Property.

5.0 **Exhibits:** Exhibits B (concept plan) and D (preliminary plan) to the Annexation Agreement shall be amended and replaced by Exhibits B and D to this Amended Agreement. Exhibit L (phasing outline) to the Annexation Agreement shall be amended to provide for infrastructure improvements, including roadways, on a phased approach pursuant to the approval of the City Engineer and the Kishwaukee Water Reclamation District based upon the latest studies.

6.0 **Miscellaneous:** Except as otherwise provided by this Amended Agreement, the terms of the Annexation Agreement shall remain the same and binding upon the Parties as provided therein.

**ATTEST:**

By: [Signature]

Ruth A. Scott
Executive Assistant

**CITY OF DEKALB**

By: [Signature]

Jerry Smith, City Mayor

**DEKALB 343, LLC**

By: [Signature]

Jerry R. Kusinski - Manager

**ATTEST:**

By: [Signature]

Jason Blumenthal
Management Analyst

**STATE OF ILLINOIS**
EXHIBIT A

(LEGAL DESCRIPTION OF THE 343 ACRE PROPERTY)

PARCEL 1


PARCEL 2

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH, ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 2642.56 FEET TO THE NORTHEAST CORNER THEREOF; THENCE WESTERLY, AT AN ANGLE OF 89 DEGREES 42 MINUTES 55 SECONDS, MEASURED CLOCKWISE FROM SAID EAST LINE, ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4, 2332.47 FEET TO THE SOUTHEASTERLY LINE OF PROPERTY DESCRIBED IN DOCUMENT NO. 385340; THENCE SOUTHWESTERLY, AT AN ANGLE OF 137 DEGREES 51 MINUTES 51 SECONDS, MEASURED CLOCKWISE FROM SAID NORTH LINE, ALONG SAID SOUTHEASTERLY LINE, 313.53 FEET TO THE EASTERLY LINE OF FEDERAL AID ROUTE 24, SAID LINE BEING 80.0 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLE TO, THE CENTER LINE OF SAID FEDERAL AID ROUTE 24; THENCE SOUTHERLY, AT AN ANGLE OF 132 DEGREES 22 MINUTES 17 SECONDS, MEASURED CLOCKWISE FROM SAID SOUTHEASTERLY LINE, ALONG SAID EASTERLY LINE, 261.35 FEET; THENCE WESTERLY, AT RIGHT ANGLES TO SAID EASTERLY LINE, 20.0 FEET; THENCE SOUTHERLY, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, PARALLEL WITH THE CENTER LINE OF SAID
FEDERAL AID ROUTE 24, AND THE TANGENT TO THE CURVE OF THE CENTER LINE OF FEDERAL AID ROUTE 24, A DISTANCE OF 1628.16 FEET TO AN ANGLE POINT; THENCE CONTINUING SOUTHERLY, AT AN ANGLE OF 178 DEGREES 05 MINUTES 26 SECONDS MEASURED CLOKWISE FROM SAID PARALLEL LINE, PARALLEL WITH SAID CENTER LINE, AND CENTER LINE TANGENT 542.63 FEET TO THE SOUTH LINE OF SAID SOUTHWEST 1/4; THENCE EASTERLY, AT AN ANGLE OF 87 DEGREES 52 MINUTES 00 SECONDS, MEASURED CLOKWISE FROM SAID PARALLEL LINE, ALONG SAID SOUTH LINE, 2599.91 FEET TO THE POINT OF BEGINNING ALL IN DEKALB TOWNSHIP, IN DEKALB COUNTY, ILLINOIS.

THE ABOVE LEGAL DESCRIPTION ALSO INCLUDES THE FOLLOWING:
LOTS 1, 2 AND 3 IN VATNE’S SUBDIVISION, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 16, 1957 IN BOOK “K”, PAGE 9, AS DOCUMENT NO. 289083, IN DEKALB COUNTY, ILLINOIS.

PARCEL 3


EXCEPTING THEREFROM THE FOLLOWING: LOT 1 IN COURTNEY’S SUBDIVISION ON PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 11, 1968, AS DOCUMENT NO. 346397, IN PLAT BOOK “O”, PAGE 60, SITUATED IN DEKALB COUNTY, ILLINOIS.

AND INCLUDING LOT 1 IN COURTNEY’S SUBDIVISION ON PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 11, 1968, AS DOCUMENT NO. 346397, IN PLAT BOOK “O”, PAGE 60, SITUATED IN DEKALB COUNTY, ILLINOIS.
EXHIBIT A
(LEGAL DESCRIPTION OF THE 106 ACRE PROPERTY)

THAT PART OF THE SOUTHWEST QUARTER AND THAT PART OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 4 EAST, OF THE THIRD PRINCIPAL MERIDIAN, LOCATED IN DEKALB COUNTY, ILLINOIS, BEING BOUNDED AS FOLLOWS:


THE ABOVE LEGAL DESCRIPTION ALSO INCLUDES LOTS 1, 2 AND 3 IN VATNE’S SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER
OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 16, 1957, IN VOLUME K OF PLATS, PAGE 9, AS DOCUMENT 1957-289093 IN THE OFFICE OF THE RECORDER, DEKALB COUNTY, ILLINOIS.

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 4 EAST, OF THE THIRD PRINCIPAL MERIDIAN, LOCATED IN DEKALB COUNTY, ILLINOIS, BEING BOUNDED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE NORTH 00 DEGREES 24 MINUTES 53 SECONDS EAST (BASIS OF BEARINGS – ILLINOIS STATE PLANE COORDINATES EAST ZONE NAD83) ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 1,024.04 FEET; THENCE SOUTH 89 DEGREES 51 MINUTES 16 SECONDS EAST 1,427.21 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 44 SECONDS WEST 1,026.20 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE NORTH 89 DEGREES 46 MINUTES 03 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 1,432.02 FEET TO THE POINT OF BEGINNING, CONTAINING 33.644 ACRES, MORE OR LESS.
EXHIBIT B
(Concept Plan dated 10-2-19 prepared by Jacob and Hefner Associates)
EXHIBIT C
[INTENTIONALLY OMITTED]
EXHIBIT D
(Preliminary Plan (Sheet A1) dated 9-17-19 prepared by Harris Architects, Inc.)
EXHIBIT L

For the "106 acre Property" described in Exhibit A, infrastructure improvements, including roadways, shall be completed on a phased approach pursuant to the approval of the City Engineer and the Kishwaukee Water Reclamation District based upon the latest studies.
DATE: October 24, 2019

TO: Bill Nicklas, City Manager

FROM: Dan Olson, Principal Planner

SUBJECT: Amending Ordinance 2006-107 and Ordinance 2006-109 to Accommodate an Approximately 1,222,400 Square Foot Food Distribution Center and a 466,560 Square Foot Food Packaging Center for Property Located Between Route 23, Gurler Road, Crego Road and I-88 (Chicago West Business Center – DeKalb 343, LLC).

I. Summary

A food manufacturing and distribution company is interested in constructing on a portion of the 343-acre Chicago West Business Center property located between Rt. 23, Gurler Road, Crego Road and I-88. If the site is chosen, the company would like to construct the first phase of the project, which includes an 1,222,400 square foot food distribution center and a 466,560 square foot packing center on approximately 106 acres in the central portion of the 343-acre site. They would like to construct the distribution facility building first and occupy it by the end of 2020. Amendments to the 2006 annexation and development agreement governing the site are needed in order to facilitate the first phase of development.

II. Background

The property owner, DeKalb 343, LLC represented by Jerry Krusinski of the Krusinski Construction Company and the City have been working with the food distribution company, the State of Illinois, DeKalb County Economic Development Corporation and other government agencies on bringing this project to the site. Items that have been worked on include the site layout, utility extensions, stormwater management, access, road improvements and incentives. The incentives proposed have included, but not limited to, property tax abatements, financial assistance in looping the water main, grants from IDOT for roadway improvements and incentives though the DeKalb County Enterprise Zone. It should be noted the annexation agreement has language stating the City and developer shall, in good faith and utilizing best efforts, consider mutual agreeable incentives for the development of the site.

The 1,222,400 square foot food distribution center will be temperature controlled and operate in multiple shifts. It is anticipated 1,000 jobs will be created upon full buildout. An additional one million square feet of production facilities will be constructed in the next few years to the northeast of the first two buildings if the location is approved. The property
containing the distribution facility (Building #1) will have two employee/visitor access points onto Gurler Road and a separate gated truck traffic access off Gurler. There are 450 employee/visitor parking spaces proposed for multiple shifts and 216 trailer stalls planned for. The building will have 90 exterior truck docks on the west side and 85 docks on the east side. The 466,560 sq. ft. packing center (Building #2) will have 400 parking stalls with two access points to Gurler Road and 42 trailer stalls initially.

On December 11, 2006 the City Council approved an annexation agreement via Ordinance 06-107 to annex and rezone the 343 acre property bounded by Rt. 23, Gurler Road, Crego Road and I-88 to the "PD-I" Planned Development Industrial District and to the "PD-C" Planned Development Commercial District. The agreement authorized "PD-I" zoning for about 320 acres and "PD-C" zoning for approximately 23 acres along Rt. 23. A concept plan was approved as part of the agreement and provided for approximately 4.3 million square feet of new industrial buildings, a 16-acre site for smaller office buildings, a 20-acre site for a shopping center, six commercial outlots, and 24 acres of storm water retention ponds.

The annexation agreement provided a list of the allowed uses in the "PD-I" area, which included the permitted uses in the "LC" Light Commercial District and the "ORI" Office, Research, Light Industrial District. Manufacturing, warehousing and distribution facilities are a permitted use in the "ORI" District and therefore a permitted use on the subject site. Retail and office uses were contemplated along Rt. 23. The agreement also had provisions regarding development standards including setbacks, height restrictions, site coverage, parking standards, landscaping, signage and other development guidelines.

Ordinance 06-109 was also approved on December 11, 2006 and granted the "PD-I" and "PD-C" zoning as dictated in the annexation agreement. The Ordinance approved a Preliminary Plan/Preliminary Plat for the site. The Plan/Plat indicated a total of 14 lots, with six lots adjacent to Rt. 23 for commercial/retail uses and 8 lots for larger warehouse/distribution and industrial uses. A lot for stormwater detention was also provided in the northwest portion of the property. The approved plan/plat indicated an east-west public street and three north-south public streets to service the future uses. The proposed site plan for the 106 acres indicates different building layouts, roadways and access points then what was approved in the 2006 Ordinance, therefore an amendment is required.

The intent of the applicant to amend Ordinances 06-107 and 06-109 as it relates to the 106 acres that includes the 1,222,400 square distribution facility and the 466,560 square foot packing center. The applicant intends to come back and propose amendments for the entire 343-acre site at a later time as additional users come forward. They are requesting approval of an amended preliminary plan for the 106 acres and an amended concept plan for the entire 343-acre site. Approval of the architectural elevations for the distribution facility is also requested.

On the following pages is a summary of the different development items from the annexation agreement and also a discussion of any amendments that will be needed to facilitate the first phase of development.
Plan/Plat Approvals and Process

The concept plan in the annexation agreement and the preliminary plan/preliminary plat in Ordinance 06-107 and Ordinance 06-109 reflect different layouts than what is currently proposed for the site, therefore they need to be amended.

The annexation agreement calls for the submittal of a final plat and final development plan for any phase of the development and subject to review by the Planning and Zoning Commission and City Council. The applicant is requesting the submitted site plan for the distribution facility and packing center be approved as the preliminary plan and the final plans be approved by staff. The applicant plans to create separate parcels for the distribution facility and packing center, but not subdivide them into lots at this time. They are allowed to do this through an Illinois Plat Act exemption which allows the division of land into parcels of five acres or more, which do not involve any new streets or easements of access. The applicant will come back with a final plat for the entire development in the future.

Bulk Regulations/Design Guidelines/Landscaping

The proposed site plan and building elevations for the 106 acres are in compliance with regulations in the annexation agreement in relation to setbacks, parking standards, height, site coverage and floor area ratio. There are private development guidelines called out for in the agreement and the establishment of a Design Review Committee which the applicant is not proposing and is requesting an amendment. The development guidelines not covered in the annexation agreement for the 106 acres will be covered by the regulations in the UDO. The current agreement requires the developer to install landscaping and berming along the perimeter of the property per a landscape plan that is an exhibit in the agreement. A final landscape plan was not provided and will be required to be submitted with the final plans. Lighting for the site will have to be in compliance with the UDO, which has maximum pole heights and maximum foot candle (light intensity) levels.

Site Work/Utilities/Stormwater Drainage

A site development and mass grading permit were issued by the City in late August and site work commenced in early September. The annexation agreement allows mass grading on the site with the submittal of a grading and erosion control plan to the City and the issuance of a permit. About one-third of the grading has been completed and another one-third will be completed by this winter with the remaining completed in the spring. The initial site grading has been focused in the area where the distribution center will be located. Civil engineering plans and building permit plans have been submitted to the City for the 1,222,400 square foot distribution center for review. The City Engineer has reviewed the engineering plans for the distribution center and meets with his approval on a preliminary basis. More detailed plans will need to be submitted regarding the water main routing and other utilities. The Kishwaukee Water Reclamation District has been working with the developer on the sanitary sewer layout and will need plans meeting their requirements prior to any building permits being issued. The watermain will be extended...
from a point near Harvester Dr. and Rt. 23 and down the east side of Rt. 23 and then east along Gurler Road to the site and looped through the property. A stormwater detention facility servicing the entire 343 acres will be located at the northwest portion of the site.

Transportation/Road Improvements/Access

The annexation agreement has language allowing one full access and one right in/right out access onto Rt. 23, which is under the jurisdiction and control of IDOT. The agreement also contemplates no fewer than two or more than three public streets with access onto Gurler Road. In addition, no more than two private access points are allowed along Gurler Road. An amendment to the agreement is needed to allow the proposed five private access points along Gurler Road for the first phase. In addition, a rail spur will be extended from the existing Union Pacific railroad at the northwest portion of the site along the northern portion of the property to service future phases of the project.

The annexation agreement requires the developer to construct any public improvements to service the property including roadways. A traffic study (draft provided) was conducted by the developer and for the first phase of development (1,222,400 square foot food distribution center and a 466,560 square foot packing center) the study recommends the following improvements. (It should be noted the study contemplated 1,909,120 sq. ft. for phase 1, however the total square footage proposed is 1,688,960).

- Resurface Gurler Road from Rt. 23 to Peace Road and Peace Road from Gurler Road to the I-88 eastbound ramps to accommodate heavy vehicle traffic.

- Modify the intersection geometry of Gurler Road/Peace Road to accommodate heavy vehicle traffic.

- Provide left turn lanes and deceleration lanes for the five access point off of Gurler Road.

- Post minor-leg stop control for outbound traffic at all site access driveways.

The agreement also dictates that any future improvements or right-of-way needed along Rt. 23 will be taken from the east side of the roadway and from the developer’s property.

III. Community Groups/Interested Parties Contacted

The Planning and Zoning Commission held a public hearing regarding the petition at their meeting on October 23, 2019. By a vote of 6 to 0 (Commissioner Maxwell was absent) the Commission recommended to forward its findings of fact and recommend to the City Council approval of an amendment to the annexation agreement and an amendment represented by Ordinance 2006-107 and Ordinance 2006-109 to allow for an approximate 1,222,400 square foot distribution center and a 466,560 square foot packing center on approximately 106 acres located between Route 23, Gurler Road, Crego Road and I-88 and subject to the plans, standards and conditions listed in Exhibit A of the staff report.
The City has received Citizen Response Forms, letters or e-mails from the following adjacent property owners listed below. A copy of all correspondence is provided in the Council’s packet.

Support Proposal

• Young Real Estate Group (owner of 160 acres to the east of the subject site – bounded by Crego Road, Guler Road, Peace Road and I-88).

• Wennlund Farm LLC (owner of 160 acres to the southeast of the site- SE corner of Guler Road and Crego Road).

Support Proposal with Comments

• Ingrid Inboden – 2975 S. 4th St.

Do Not Support Proposal

• Kathy Kivisto of 3275 S. 4th St.
• John and Donna Conlin of 3155 S. 4th St.
• Robert and Penny Becker of 3011 S. 4th St.

During the public hearing, six nearby residents spoke with questions and concerns regarding traffic, stormwater management, lighting, buffering and noise. Questions raised were addressed by staff and the applicant. There were six people representing the DCEDC and other businesses in the community who spoke in strong support for the proposal.

IV. Legal Impact

The City has the legal authority to approve annexation agreement amendments after a public hearing and recommendation by the Planning and Zoning Commission.

V. Financial Impact

The proposed distribution facility will be major asset and economic development boost to the City and surrounding area. It is estimated the property taxes generated from the ultimate buildout of the project would be comparable to the combined property taxes generated by the five large warehouse distribution facilities currently located in the City.

VI. Options

1. Approve the Ordinance as presented.

2. Approve the Ordinance with specified modifications.
3. Do not approve the Ordinance.

VII. Recommendation

Staff would recommend approval of the Ordinance as prepared. We have received a letter from the applicant requesting waiver of second reading.
October 24, 2019

Mayor Jerry Smith and City Council Members
200 S. 4th Street, DeKalb, IL 60115

RE: ChicagoWest Business Center
NEC of IL. Route 23 and Gurler Road
DeKalb, IL 60115

Dear Mayor Smith and City Council members:

On October 23, 2019, the City of DeKalb Planning and Zoning Commission unanimously approved applicants and owners of CWBC’s request for approval of amendments to Ordinance 06-107 and Ordinance 06-109 to accommodate an approximate 1,222,400-square-foot distribution center and a 466,560-square-foot packing center as shown on the site plan made part of the zoning application for approximately 106 acres out of a total site area of approximately 343 acres for property located east of State Route 23, north of Gurler Road, west of Crego Road and south of I-88.

CWBC respectfully requests that the City Council waive the second reading requirement in this matter and approve the Amendment to the Development Agreement and Rezoning on first reading.

Please feel free to contact Jerry with any further questions. Thank you in advance for your consideration of this matter.

Sincerely,

Jerry R. Krusinski – Manager
DeKalb 343, LLC (ChicagoWest Business Center)
TO: Planning and Zoning Commission

FROM: Dan Olson, Principal Planner

RE: Amendments to Ordinance 2006-107 and Ordinance 2006-109 to Allow an Approximate 1,222,400 Square Foot Food Distribution Center and a 466,560 Square Foot Packing Center for Property Located Between Route 23, Gurler Road, Crego Road and I-88 (DeKalb 343, LLC)

I. GENERAL INFORMATION

A. Purpose

To allow the development of a 1,222,400 sq. ft. distribution center and 466,560 sq. ft. packing center

B. Owner/Applicant

DeKalb 343, LLC

C. Location and Size

East of Rt. 23, north of Gurler Road, west of Crego Road and south of I-88; amendments to 106 acres of 343-acre site

D. Existing Zoning and Land Use

“PD-I” and “PD-C”; vacant, site grading

E. Proposed Zoning and Land Use

“PD-I” and “PD-C”; distribution center and packing center

F. Surrounding Zoning and Land Use

North—ORI; tollway, distribution & warehouse uses

South—Unincorporated; agriculture

East—Unincorporated, agriculture

West—Unincorporated and HI, residential, various commercial

G. Comprehensive Plan Designation

Office/Research Park
I. BACKGROUND AND ANALYSIS

A food manufacturing and distribution company is interested in constructing on a portion of the 343-acre Chicago West Business Center property located between Rt. 23, Gurler Road, Crego Road and I-88. If the site is chosen, the company would like to construct the first phase of the project, which includes an 1,222,400 square foot food distribution center and a 466,560 square foot packing center on approximately 106 acres in the central portion of the 343-acre site. They would like to construct the distribution facility building first and occupy it by the end of 2020. The name of the company cannot be identified at this time.

The property owner, DeKalb 343, LLC represented by Jerry Krusinski of the Krusinski Construction Company and the City have been working with the food distribution company, the State of Illinois, DeKalb County Economic Development Corporation and other government agencies on bringing this project to the site. Items that have been worked on include the site layout, utility extensions, stormwater management, access, road improvements and incentives. The incentives proposed have included, but not limited to, property tax abatements, financial assistance in looping the water main, grants from IDOT for roadway improvements and incentives though the DeKalb County Enterprise Zone. It should be noted the annexation agreement has language stating the City and developer shall, in good faith and utilizing best efforts, consider mutual agreeable incentives for the development of the site.

The 1,222,400 square foot food distribution center will be temperature controlled and operate in multiple shifts. It is anticipated 1,000 jobs will be created upon full buildout. An additional one million square feet of production facilities will be constructed in the next few years to the northeast of the first two buildings if the location is approved. The property containing the distribution facility (Building #1) will have two employee/visitor access points onto Gurler Road and a separate gated truck traffic access off Gurler. There are 450 employee/visitor parking spaces proposed for multiple shifts and 216 trailer stalls planned for. The building will have 90 exterior truck docks on the west side and 85 docks on the east side. The 466,560 sq. ft. packing center (Building #2) will have 400 parking stalls with two access points to Gurler Road and 42 trailer stalls initially.

On December 11, 2006 the City Council approved an annexation agreement via Ordinance 06-107 to annex and rezone the 343 acre property bounded by Rt. 23, Gurler Road, Crego Road and I-88 to the "PD-I" Planned Development Industrial District and to the "PD-C" Planned Development Commercial District. The agreement authorized "PD-I" zoning for about 320 acres and "PD-C" zoning for approximately 23 acres along Rt. 23. A concept plan was approved as part of the agreement and provided for approximately 4.3 million square feet of new industrial buildings, a 16-acre site for smaller office buildings, a 20-acre site for a shopping center, six commercial outlots, and 24 acres of storm water retention ponds.

The annexation agreement provided a list of the allowed uses in the "PD-I" area, which included the permitted uses in the "LC" Light Commercial District and the "ORI" Office,
Research, Light Industrial District. Manufacturing, warehousing and distribution facilities are a permitted use in the "ORI" District and therefore a permitted use on the subject site. Retail and office uses were contemplated along Rt. 23. The agreement also had provisions regarding development standards including setbacks, height restrictions, site coverage, parking standards, landscaping, signage and other development guidelines.

Ordinance 06-109 was also approved on December 11, 2006 and granted the "PD-I" and "PD-C" zoning as dictated in the annexation agreement. The Ordinance approved a Preliminary Plan/Preliminary Plat for the site. The Plan/Plat indicated a total of 14 lots, with six lots adjacent to Rt. 23 for commercial/retail uses and 8 lots for larger warehouse/distribution and industrial uses. A lot for stormwater detention was also provided in the northwest portion of the property. The approved plan/plat indicated an east-west public street and three north-south public streets to service the future uses. The proposed site plan for the 106 acres indicates different building layouts, roadways and access points then what was approved in the 2006 Ordinance, therefore an amendment is required.

The intent of the applicant to amend Ordinances 06-107 and 06-109 as it relates to the 106 acres that includes the 1,222,400 square distribution facility and the 466,560 square foot packing center. The applicant intends to come back and propose amendments for the entire 343-acre site at a later time as additional users come forward. They are requesting approval of an amended preliminary plan for the 106 acres and an amended concept plan for the entire 343-acre site. Approval of the architectural elevations for the distribution facility is also requested.

Below is a summary of the different development items from the annexation agreement and also a discussion of any amendments that will be needed to facilitate the first phase of development.

**Plan/Plat Approvals and Process**

The concept plan in the annexation agreement and the preliminary plan/preliminary plat in Ordinance 06-107 and Ordinance 06-109 reflect different layouts than what is currently proposed for the site, therefore they need to be amended.

The annexation agreement calls for the submittal of a final plat and final development plan for any phase of the development and subject to review by the Planning and Zoning Commission and City Council. The applicant is requesting the submitted site plan for the distribution facility and packing center be approved as the preliminary plan and the final plans be approved by staff. The applicant plans to create separate parcels for the distribution facility and packing center, but not subdivide them into lots at this time. They are allowed to do this through an Illinois Plat Act exemption which allows the division of land into parcels of five acres or more, which do not involve any new streets or easements of access. The applicant will come back with a final plat for the entire development in the future.
Bulk Regulations/Design Guidelines/Landscaping

The proposed site plan and building elevations for the 106 acres are in compliance with regulations in the annexation agreement in relation to setbacks, parking standards, height, site coverage and floor area ratio. There are private development guidelines called out for in the agreement and the establishment of a Design Review Committee which the applicant is not proposing and is requesting an amendment. The development guidelines not covered in the annexation agreement for the 106 acres will be covered by the regulations in the UDO. The current agreement requires the developer to install landscaping and berming along the perimeter of the property per a landscape plan that is an exhibit in the agreement. A final landscape plan was not provided and will be required to be submitted with the final plans. Lighting for the site will have to be in compliance with the UDO, which has maximum pole heights and maximum foot candle (light intensity) levels.

Site Work/Utilities/Stormwater Drainage

A site development and mass grading permit were issued by the City in late August and site work commenced in early September. The annexation agreement allows mass grading on the site with the submittal of a grading and erosion control plan to the City and the issuance of a permit. About one-third of the grading has been completed and another one-third will be completed by this winter with the remaining completed in the spring. The initial site grading has been focused in the area where the distribution center will be located. Civil engineering plans and building permit plans have been submitted to the City for the 1,222,400 square foot distribution center for review. The City Engineer has reviewed the engineering plans for the distribution center and meets with his approval on a preliminary basis. More detailed plans will need to be submitted regarding the water main routing and other utilities. The Kishwaukee Water Reclamation District has been working with the developer on the sanitary sewer layout and will need plans meeting their requirements prior to any building permits being issued. The watermain will be extended from a point near Harvester Dr. and Rt. 23 and down the east side of Rt. 23 and then east along Gurler Road to the site and looped through the property. A stormwater detention facility servicing the entire 343 acres will be located at the northwest portion of the site.

Transportation/Road Improvements/Access

The annexation agreement has language allowing one full access and one right in/right out access onto Rt. 23, which is under the jurisdiction and control of IDOT. The agreement also contemplates no fewer than two or more than three public streets with access onto Gurler Road. In addition, no more than two private access points are allowed along Gurler Road. An amendment to the agreement is needed to allow the proposed five private access points along Gurler Road for the first phase. In addition, a rail spur will be extended from the existing Union Pacific railroad at the northwest portion of the site along the northern portion of the property to service future phases of the project.

The annexation agreement requires the developer to construct any public improvements
to service the property including roadways. A traffic study (draft provided) was conducted by the developer and for the first phase of development (1,222,400 square foot food distribution center and a 466,560 square foot packing center) the study recommends the following improvements. (It should be noted the study contemplated 1,909,120 sq. ft. for phase 1, however the total square footage proposed is 1,688,960).

- Resurface Gurler Road from Rt. 23 to Peace Road and Peace Road from Gurler Road to the I-88 eastbound ramps to accommodate heavy vehicle traffic.
- Modify the intersection geometry of Gurler Road/Peace Road to accommodate heavy vehicle traffic.
- Provide left turn lanes and deceleration lanes for the five access point off of Gurler Road.
- Post minor-leg stop control for outbound traffic at all site access driveways.

The agreement also dictates that any future improvements or right-of-way needed along Rt. 23 will be taken from the east side of the roadway and from the developer’s property.

V. Citizen Comments

The City has received Citizen Response Forms, letters or e-mails from the following adjacent property owners listed below. A copy of all correspondence are provided in the Commission’s packet.

Support Proposal

- Young Real Estate Group (owner of 160 acres to the east of the subject site – bounded by Crego Road, Gurler Road, Peace Road and I-88)
- Wennlund Farm LLC (owner of 160 acres to the southeast of the site- SE corner of Gurler Road and Crego Road)

Support Proposal with Comments

- Ingrid Inboden – 2975 S. 4th St.

Do Not Support Proposal

- Kathy Kivisto of 3275 S. 4th St.
- John and Donna Conlin of 3155 S. 4th St.
- Robert and Penny Becker of 3011 S. 4th St.

VI. CONCLUSIONS AND RECOMMENDATION

Staff believes the proposed distribution facility will be major asset and economic development boost to the City and surrounding area. It is estimated the property taxes generated from the ultimate buildout of the project would be comparable to the combined
property taxes generated by the five large warehouse distribution facilities currently located in the City. If the site is selected the food manufacturer would like to construct and occupy the distribution facility by the end of 2020 so an expedited approval process is needed. Staff recommends full approval of the proposal.

Sample Motion:

Based upon the submitted petition and testimony presented, I move that the Planning and Zoning Commission recommend to the City Council approval of an amendment to the annexation agreement and an amendment represented by Ordinance 2006-107 and Ordinance 2006-109 to allow for an approximate 1,222,400 square foot distribution center and a 466,560 square foot packing center on approximately 106 acres located between Route 23, Gurler Road, Crego Road and I-88 and subject to the plans, standards and conditions listed in Exhibit A.
Exhibit A

Approved Plans

1. The concept plan in the annexation agreement approved by Ordinance 06-107 is amended and replaced by the Property Exhibit dated 10-2-19 prepared by Jacob and Hefner Associates.

2. The preliminary plan/preliminary plat in Ordinance 06-109 is amended by the Preliminary Plan (Sheet A1) dated 9-17-19 prepared by Harris Architects, Inc. for the 106 acres that will contain the distribution facility and packing center.

3. The architectural elevations dated 8-20-19 are approved for the distribution facility located on the 106 acres.

Amendments, Standards and Conditions

1. The Development Guidelines stated in Section 3.03 (D) of the annexation agreement shall not apply for the 106 acres that will contain the distribution facility and packing center.

2. Sections 3.02, 3.05 and 3.06 of the Annexation Agreement are amended so the Final Plat and Final Plan for the 106 acres is not required to be reviewed by the Planning and Zoning Commission and City Council prior to the construction of the proposed distribution facility and packing center. Submittal of Final Plans for the 106 acres shall be reviewed and approved by the City staff prior to construction of the distribution facility and packing center and in substantial compliance with the approved preliminary plan.

3. Section 5.05 of the Annexation Agreement is amended to allow five private access points along Gurler Road per the approved preliminary plan for the 106 acres.

4. Exhibit L "Phasing Outline" of the Annexation Agreement is amended to provide for infrastructure improvements, including roadways, on a phased approach per the approval of the City Engineer and the Kishwaukee Water Reclamation District based upon the latest studies.
## SITE AREA QUANTITIES

<table>
<thead>
<tr>
<th></th>
<th>PROPOSED</th>
<th>GREEN SPACE</th>
<th>GROSS BUILDING AREA</th>
<th>SITE COVERAGE</th>
<th>FLOOR AREA RATIO (FAR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>LOT AREA</td>
<td>3,093,380 SF</td>
<td>919,176 SF</td>
<td>1,222,400 SF</td>
<td>70.3%</td>
<td>39.5%</td>
</tr>
<tr>
<td>ULTIMATE</td>
<td>3,093,330 SF</td>
<td>518,423 SF</td>
<td>1,500,000 SF</td>
<td>83.2%</td>
<td>48.5%</td>
</tr>
</tbody>
</table>

### General Notes:
1. Refer to site improvement plans for location of building footprints.
2. REFER TO DETENTION BASIN IMPROVEMENT PLANS FOR DETENTION BASIN IMPROVEMENTS.
3. REFER TO SITE IMPROVEMENT PLANS FOR PROJECT OVERVIEW CENTER.

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### Dimension Control & Paving Plan - Overall

#### Detention Basin
- Refer to detention basin improvement plans for detention basin improvements.

#### Easement
- Refer to easement plans for right-of-way and easement details.

#### Construction
- Refer to construction plans for project overview and construction details.

---

### Detention Basin
- Gross lot area: 71.86 AC
- Net lot area: 71.51 AC

### Easement
- Refer to easement plans for right-of-way and easement details.

### Construction
- Refer to construction plans for project overview and construction details.
no larger than 20’ by 20’ and located no closer than thirty (30) feet from the right-of-way. The City may waive parking setbacks along interior lot lines through the approval of the Final Plan for any individual lot.

B. **Site Coverage Area and Floor Area Ratio:** Individual lots shall be allowed site coverage area (as defined in Article 3 of the UDO) of up to seventy (70%) percent and may, subject to criteria herein, be allowed up to ninety (90%) percent. In order to qualify for site coverage area of ninety (90%) percent, it is agreed that, at the time of submittal of the preliminary plat and plan, Developer must demonstrate compliance with four (4) of the performance criteria listed in Section 5.13.07 (4) (b) of the UDO, or the additional criteria outlined below, including but not limited to:

a. Providing a release rate from a storm water detention/retention facility that exceeds City standards;

b. Submitting for approval developments on tracts that are fifteen (15) acres or larger in size;

c. Construction of separate pedestrian or bicycle paths;

d. Demonstration of a development using highly innovative architectural, site planning and land use design of a caliber rarely used in the DeKalb area and of such quality as to set an excellent example for subsequent developments.

e. Use of a geothermal heating/cooling system.

f. Use of rooftop gardens comprising a minimum of fifty percent (50%) of the roof area.

g. Use of architectural design and construction methods which meet the certification of LEED Silver or better.

h. Provisions for solar energy generation, daylighting within the building, or other solar or alternative energy sources which, in the opinion of the City Council, meet the requirements for this criteria.

i. Providing storm drainage detention/retention facilities having a capacity significantly and appreciably in excess of what is required.

j. Increasing parking lot landscaping by fifty (50) percent more than otherwise required.

k. Design of principal access to the development tract at an approved location that allows for shared access by an adjacent property.

l. Providing for sufficiently screened loading and unloading areas that are located in side or rear yards.

m. Any other performance criteria that further the goals, objectives and policies of the Comprehensive Plan and that, in the opinion of the City Council, warrant the approval of development bonuses.

In the event that compliance has been demonstrated with any one of (e), (f), (g) or (h) described, then such lot or lots shall be allowed site coverage area of up to ninety-five (95%) percent.

Compliance with these criteria shall be demonstrated with the Final Plan application for any single lot, and shall be subject to review as part of that application. The obligation for
TO: City Council, City Clerk, and Mayor of the City of DeKalb, Illinois

FROM: Petitioner Name(s): Jerry R. Krusinski  
Petitioner's Representative: Krusinski Construction Co.  
Mailing Address:  
2107 Swift Drive, Oak Brook, IL 60523  

Property Owner: DeKalb 343 LLC  
Mailing Address:  
2107 Swift Drive, Oak Brook, IL 60523

Phone: 630-573-7700  
Email: jerryk@krusinski.com

1. The petitioner hereby petitions the City of DeKalb to rezone the following property:

A. Legal Description and Parcel Number(s) – If necessary, attach the full legal description on a separate piece of paper:
   See attached legal descriptions for Legal A and Legal B, Parcel 1 & 2

B. Street Address or Common Location: 801 E. Gurler Road and 1001 E. Gurler Road

C. Size of Property (square feet or acres): 343 acres - Legal B and 72 acres - Legal A

D. Existing Zoning: PD-I Planned Industrial Development

E. Proposed Zoning: Amend Ord. 06-109 & 06-107 to allow development of 1,222,400 SF D/C & 486,560 SF P/I per site plan.

F. Reason for request: On a separate document, describe the reasons for the rezoning request and the intended types of land uses, if any, for the property. Also, indicate whether or not the proposed rezoning would: a) be in conformance with the City’s Comprehensive Plan and how the proposed rezoning may; b) impact adjacent existing and future land uses; c) impact adjacent property values; and d) impact the general public’s health, safety and welfare.

Updated: 6/2019
2. The petitioner hereby submits the following information:

   Vicinity map of the area proposed for the rezoning

   All files (e.g. site plans, building elevations, legal description, reasons for request) shall be provided electronically on a CD, DVD or flash device that will become part of the application file.

   Petition fee ($500.00).

3. The petitioner hereby states that a pre-application conference [✓] was [ ] was not held with City staff prior to the submittal of this petition.

   *Date of pre-application conference: September 20, 2019

   Those in attendance: Dan Otson

   (Note to Petitioner: A pre-application conference with staff is highly encouraged to avoid delays and help in the timely processing of this petition.)

4. The petitioner hereby agrees that this petition will be placed on the Planning Zoning Commission's agenda only if it is completed in full and submitted in advance of established deadlines.

5. The petitioner has read and completed all of the information and affirms that it is true and correct.

   Jerry R. Krushnai
   Petitioner Signature
   October 4, 2019
   Date

   I hereby affirm that I am the legal owner (or authorized agent or representative of the owner – proof attached) of the subject property and authorize the petitioner to pursue this Rezoning petition as described above (petitioner must sign if they are the owner).

   Jerry R. Krushnai
   Property Owner Signature
   October 4, 2019
   Date
Dan,

In case you do not remember me, I was in last week on October 10th and spoke with both you and Bill Nicklas about the Krusinski project going on across the street from me. As you remember, my main concerns are my property value and the additional traffic this project is creating and will create when complete.

We spoke about the traffic issues that will occur, and are occurring, because of the over 1000 employees that will be potentially needing to get to work in the manufacturing plant. At that time, both you and Bill told me that there were no immediate plans to do any work on St. Rt. 38 to accommodate for the additional traffic. However, since this only added to my concerns, I called IDOT’s Ottawa office on Friday. They informed me that there is a permit that has been issued for work south of I-88 and north of Gurier on St. Rt. 38. They cannot share the information as to what it involves because of a new law dealing with fracking.

My questions are: What does the permit involve? And why is it not being shared with the people that it will directly affect (even though it is not immediate)? Why are there no immediate plans to deal with the additional traffic?

Also, when I bought this property a little over a year ago, the land across the street from me was zoned PD-I. The Official Zoning map was updated in August to reflect a change to PD-C. I have done a search to try to determine when this happened and I cannot find any legal notices to the public that a vote was coming up to change this. Nor was I given written notice that this was vote was occurring.

My questions: When did this occur? Was it lumped into the Park 88 rezoning on July 22nd? And if so, why did I not get notified either by a letter or a legal advertisement that it was happening?

Thank you in advance for your timely responses to my inquiries.

Regards,

Kathy Kivisto
3275 S 4th St.
815-973-8929
Kathy,

Thanks for your e-mail. A copy will be provided to the applicant and the Planning and Zoning Commission.

**Traffic/Roads**
The City has submitted a concept plan to IDOT for work along Rt. 23 for funding purposes. Any improvements to the Rt. 23 and Gurler Road intersection will have to be approved by IDOT and will take into account the proposed development. The developer has hired an engineering firm and traffic consultant to look at all phases of the development in the next few years and determining what road improvements will be necessary to make the area roads safe for residents, employees and truck traffic. A summary of the proposed road improvement will be discussed at the hearing on the 23rd and will address the intersection of Gurler Road and Rt. 23.

**Zoning**
The annexation agreement approved by Ordinance 06-107 in 2006 and the Ordinance (#06-109) approving the zoning on the site granted “PD-C” Planned Development Commercial zoning on the western portion of the site adjacent to Rt. 23 and “PD-I” Planned Development Industrial zoning for the remainder of the property (see attached zoning map). The official zoning map of the City has always shown PD-C zoning along Rt. 23 since the site was rezoned in 2006.

If you have any further questions, please let me know.

Dan Olson  |  Principal Planner
City of DeKalb  |  200 South Fourth Street  |  DeKalb, IL 60115
Phone: 815-748-2361
Email: dan.olson@cityofdekalb.com  |  Website: www.cityofdekalb.com
Owners Name: Ingrid Inboden
Property Address: 2915 S 44th St, DeKalb

Written Comments:
1. Berms with pine trees should be included.
2. Lighting of property should include protective shields so surrounding property is shielded from light.
3. Speed limit on highway 23 should be lower.
4. No entrance on highway 23 would be desired.
5. High tech technology could provide nearby neighbors with free or low cost internet.

* * *
We do welcome you to our community and hope you will find it rewarding. We have been at our address for 32 years and receive many compliments on the beauty of this southern entrance to DeKalb. I believe all of the property owners have taken great pride in their homes and yards.

Sincerely,

[Signature]

Ingrid Inboden
Chicago West Business Center
Citizen Response Form

Owners Name: Young Real Estate Group LLC

Property Address: 140 South Pace + Guider
Pueblo 08-36-300-001

Basic Input:

☑️ I support the proposal.
☐ I support the proposal in general but would like to see specifics before I decide.
☐ I do not support the proposal.

Written Comments:

I approve the proposed amendment to Ordinance No. 06-109 & 06-107
Chicago West Business Center
Citizen Response Form

Owners Name: Wenolund Farm, Ltd.

Property Address: 77 N. First St., Geneva, IL 60134

Basic Input:

☒ I support the proposal.
☐ I support the proposal in general but would like to see specifics before I decide.
☐ I do not support the proposal.

Written Comments:

PLEASE APPROVE THIS NEEDED PROJECT
Home Owner: John & Donna Conlin

Address: 3155 South Fourth Street DeKalb

I do not support the proposal for the following reasons:

1. The developer has not stated the intended uses for the land now under development or for the remaining 300+ acres.

2. The developer began earth moving in earnest back in August without any notification to the residents within the stated 250' feet until October 4, 2019 at which time the site work looked pretty much complete.

3. This project (Donkey) has been kept secret for some time and that is just not right, I call it (area 51) as do some of my neighbors; We have the right to know what is happening in our neighborhood as anyone should.

4. This project is certainly going have an impact on our property values as well as our way of life and safety of the area.

5. What if any measures have been taken to address the storm water runoff from the area roof tops and paved areas for this Donkey Project. Has city staff had any input on the project such as a plan review involving Public Works Dept., Water Dept., Kishwaukee Reclamation Dist.? If so that is being kept secret as well.

6. The developer is not just moving dirt they are building pads for a large building site and appear to be digging footings or sewer trenches at this time.

7. I can tell you that the area has drainage problems from heavy rain falls currently from the East ROW of Rte. 23 all the way to Corporate Dr. and beyond.

8. Has anyone completed a traffic study of the area such as Rte. 23, Gurler road, Peace road, and the intersection of Gurler & 23 such as traffic signals turn lanes and entrance roads into the project

9. The Rezoning petition (question F.) to the developer ask to stat intended use of the proposed property and address impact to adjacent area as relates to property values, general public's health safety and welfare. ? Has the developer satisfied the question? If not why not? If so I request a written copy as soon as possible.

John Conlin
Chicago West Business Center
Citizen Response Form

Owners Name: Robert L. and Penny S. Becker

Property Address: 3011 S. 4th. St. DeKalb, Ill

Basic Input:

☐ I support the proposal.
☐ I support the proposal in general but would like to see specifics before I decide.
☒ I do not support the proposal.

Written Comments:

See attached
City of Dekalb
The Dekalb Planning and Zoning Commission:

I have more questions and no answers. Looking out my front window I see a large amount of construction equipment moving dirt. Should this really be happening?
They are moving hundreds of thousands of cubic yards of dirt. This is before the Zoning Petition has been approved.

My Questions are as follows:

Subject site is North of Burnell Road
South of I-88 West of Crego Road and East of Illinois Route 23. It is commonly known as South Fourth Street.
This would be approximately 115 acres.
One of my concerns is Traffic on Illinois Route 23. A proposed site plan for the "Dorsey Site" phase that they are working on right now. The number of core haws on the site plan shows 850 dock spaces, and 175 trailer spaces of 250. This is for the building number 1 and 2 with the future additions of Building 2 and Building 3. My guess that will double the car and truck
spaces. There could be approximately
3,000 plus trucks, trailers and cars
per day coming and going from this site
and with the additional site that
is proposed west of "Donkey I. Which
is unknown at this time."

Maybe 1000 extra vehicles.
Will Route 23 need to be widened? And
right of way maybe 4 lanes plus turn lanes?
Who will pay for roadway widening costs?
Doe Hurley Road East of 23 need to be
wider also?

With likely another 4 lanes of Highway
with right and left turn lanes.
Also would there be a four way intersection
at Route 23 and Hurley?
Which would include maybe right and
left turn lanes with turn signals.
Who is responsible for the cost of off
site improvements?

I have a question on storm water runoff.
And on site storm water storage and
detention to small stream or East side of
Route 23 going under the railroad.
are twin 30 culverts to Kickapoo
River flood plain. Also first Street
and Locust Drive, Who will take
care of the maintenance and the free flow of the water.

The "Donkey Building" will be approximately 50 feet tall. Then the next building west of the "Donkey Building" will also be 50 feet tall.

We are assuming we will not get any morning sun entire late morning when the sun rises over the buildings.

Will the extended extra traffic, cars, trucks, trains, noise, fumes, and backed up alarms and all the extended traffic.

My home and the lifestyle will be impacted by this project. Our health and safety and our general welfare will be impacted by this choice.

This will have a huge impact on our property values and all the families that live on the West Side of Route 23.

I ask you would you want to live across from this industrial project?

More Information and tons more Questions?

Robert Bush
301 S. 4th Street
DeKalb, IL
October 24, 2019

Mayor Jerry Smith and City Council Members
200 S. 4th Street, DeKalb, IL 60115

RE: ChicagoWest Business Center
NEC of IL Route 23 and Gurler Road
DeKalb, IL 60115

Dear Mayor Smith and City Council members:

On October 23, 2019, the City of DeKalb Planning and Zoning Commission unanimously approved applicants and owners of CWBC’s request for approval of amendments to Ordinance 06-107 and Ordinance 06-109 to accommodate an approximate 1,222,400-square-foot distribution center and a 466,560-square-foot packing center as shown on the site plan made part of the zoning application for approximately 106 acres out of a total site area of approximately 343 acres for property located east of State Route 23, north of Gurler Road, west of Cregan Road and south of I-88.

CWBC respectfully requests that the City Council waive the second reading requirement in this matter and approve the Amendment to the Development Agreement and Rezoning on first reading.

Please feel free to contact Jerry with any further questions. Thank you in advance for your consideration of this matter.

Sincerely,

Jerry R. Krusinski – Manager
DeKalb 343, LLC (ChicagoWest Business Center)
ORDINANCE 06-107  Passed: December 11, 2006

AUTHORIZING THE EXECUTION OF AN
ANNEXATION AGREEMENT WITH DEKALB
343 LLC REGARDING PROPERTY LOCATED
AT THE NORTHEAST CORNER OF GURLER
ROAD AND ROUTE 23.

WHEREAS, DeKalb 343 LLC, property owner, has petitioned for an annexation agreement with the
City of DeKalb; and,

WHEREAS, a public hearing on the proposed Agreement and the proposed zoning and development
was held by the Plan Commission at the October 25, 2006 meeting, and approval was recommended
by a vote of 6-0-1 (Noe absent); and,

WHEREAS, the City Council of the City of DeKalb held a public hearing on this request pursuant
to Illinois Statute at its regular meeting of November 13, 2006; and,

WHEREAS, it is in the best interests of the City of DeKalb to enter into this Agreement; now,

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL of the City of DeKalb, Illinois, as
follows:

Section 1. The Mayor of the City of DeKalb is authorized and directed to execute an Annexation
Agreement with DeKalb 343 LLC, pertaining to the property legally described therein, a copy of
which is attached hereto and made a part hereof as Exhibit "A.", subject to the condition outlined in
Section 3, below;

Section 2. The City Clerk of the City of DeKalb, Illinois, is authorized and directed to attest to the
Mayor's signature, and to record said Agreement with the DeKalb County Recorder;

Section 3. The Agreement is hereby approved, except for Article 13, "Recapture," and Exhibit M,
"Form of Recapture Ordinance and Map of Benefited Properties." Said terms are subject to
agreement between DeKalb 343 LLC and the neighboring property owners and are subject to City
Council review and adoption within 45 days of the passage of this Ordinance. If DeKalb 343 LLC
and the neighboring property owners have not agreed on a recapture arrangement within 45 days of
the passage of this Ordinance, the City Council shall decide the details of the terms of the recapture
arrangement and Exhibit M, which may be adopted by the Council without further amendment to the
Agreement or this Ordinance.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois by a two-thirds vote of the
Corporate Authorities at a regular meeting thereof held on the 11th day of December, 2006, and
approved by me as Mayor on the same day. First reading on November 27, 2006. Second reading on

ATTEST:

DONNA S. JOHNSON, City Clerk

FRANK VAN BUER, Mayor
RETURN TO AFTER RECORDING:

CITY OF DEKALB
ATTN: City Clerk
200 South Fourth Street
Room 213
DeKalb, IL 60115

ANNEXATION AGREEMENT
DEKALB BUSINESS CENTER

This Annexation Agreement (this “Agreement”) is entered into as of this 11th day
of December, 2006, by and between the CITY OF DEKALB, an Illinois Home Rule Municipal
Corporation located in DeKalb County, Illinois (the “City”), by and through its Mayor and City
Council (hereinafter referred to collectively as the “Corporate Authorities”); and DEKALB 343,
LLC, an Illinois limited liability company (hereinafter referred to as “Developer”).

WITNESSETH:

WHEREAS, the Developer is the titleholder of record of a certain tract of real
estate containing approximately 343.056 acres, legally described on Exhibit “A” attached hereto
and made a part hereof (hereinabove and hereinafter the “Property”); and,
WHEREAS, the Property constitutes territory which may be annexed to the City as provided by Article VII of the Illinois Municipal Code (Chapter 65, Illinois Compiled Statutes); and,

WHEREAS, the Developer desires to have the Property annexed to the City upon certain terms and conditions as hereinafter set forth; and,

WHEREAS, the Developer desires to enter into an Annexation Agreement with the City in regard to the Property; and,

WHEREAS, the Developer intends to improve the Property as a Retail, Commercial, Professional Office and Industrial Park in accordance with the concept site plan attached hereto as Exhibit "B" and incorporated herein by reference (the "Concept Site Plan"), and the Preliminary Plan and Plat attached hereto as Exhibit D and incorporated herein by reference (the "Preliminary Plan and Plat"); and,

WHEREAS, the City acknowledges that Developer's proposed use of the Property will be compatible with and will further the planning objectives of the City, will be of substantial benefit to the City, will extend the corporate limits and jurisdiction of the City, will increase the tax base of the City, and will promote and enhance the general welfare of the City and its residents; and,

WHEREAS, applications for zoning and planned development approval were filed with the City Clerk of the City, forwarded to the Corporate Authorities and referred to the Planning Commission of the City (the "Planning Commission"); and,

WHEREAS, the staff of the City reviewed the materials submitted by Developer with its applications and found that Developer's applications and collateral submissions were
complete in all respects as required by the Unified Development Ordinance ("UDO") and City Ordinances and procedures; and,

WHEREAS, pursuant to due notice and advertisement in the manner provided by law, the Planning Commission has held such public hearings as are prescribed by law and after due consideration and public participation has made findings of fact, determinations and recommendations with respect to Developer’s application and such other provisions of this Agreement and matters as were within its purview; and,

WHEREAS, pursuant to the provisions of Section 11-15.1-1 et. seq. and Section 7-1 et. seq. of the Illinois Municipal Code, a proposed Annexation Agreement, in substance and in form substantially the same as this Agreement, was submitted to the Corporate Authorities and a public hearing was held thereon pursuant to notice as provided by Ordinance and statute; and,

WHEREAS, the Corporate Authorities have received and considered the report and recommendations of the City Staff and Planning Commission; and,

WHEREAS, the Planning Commission and the Corporate Authorities have found that the "PD-I" Planned Development District classification and "PD-C" Planned Development District classification under the City’s Unified Development Ordinance, as currently amended, are the most appropriate zoning classifications for the use and development of the Property, as the planned use involves a combination of commercial, office and industrial uses, and have made findings in support thereof; and,

WHEREAS, the City acknowledges that the Agreement of the Developer to annex the Property to the City will extend the corporate limits and jurisdiction of the City, will permit the orderly growth, planning and development of the City, will increase the tax base of the City, will promote and enhance the general welfare of the City and that the rezoning and development
of the property as proposed by the Developer will be compatible with the adjacent land uses and the planning and zoning objectives of the City; and

WHEREAS, the City is an Illinois Home Rule Corporation and is authorized by Article VII, Section 10 (a) of the 1970 Illinois Constitution to contract with a corporation in any manner not prohibited by law and to use its home rule powers to enter into agreements, establish credit, revenues, and other resources to pay costs and to service debt related to such contract or agreement; and,

WHEREAS, the Corporate Authorities, after due deliberation have, by ordinance, duly passed and approved this Annexation Agreement and have directed the Mayor and the Clerk of the City to execute this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1

RECITALS PART OF AGREEMENT

The parties hereto acknowledge that the statements and representations contained in the foregoing Recitals are true and accurate and such Recitals are incorporated into this Agreement as if fully set forth in this Article 1.

2

CONDITIONS PRECEDENT

2.01. Except as specifically provided herein, the City shall be under no obligation to annex or zone the Property, the Developer shall be under no obligation to commence development of the Property, and this Agreement shall not become effective, unless and until the following conditions precedent have been satisfied or waived by Developer:

Pursuant to notice, as required by statute and ordinance, a public hearing has been held by the Plan Commission and/or other applicable body on the proposed “PD-I” and “PD-C” zoning of the Property and the Preliminary Plat and Preliminary Plan to permit development of the Property; the findings of fact and recommendations made by the City Planning Commission or other applicable body relative to such requests have been forwarded to the Corporate Authorities; and the Corporate Authorities have considered
the recommendations of the Planning Commission or other body in connection with such approvals, and have approved such ordinances and/or resolutions, as are necessary to effect the rezoning of the Property to the PD-I and PD-C zoning classifications and the approval of the Developer's Preliminary Plan and Plat.

2.02. The City shall be under no obligation to annex and zone the Property as provided herein, unless and until the following conditions precedent have been satisfied: Developer has provided the City with proper petitions for annexation of the Property and rezoning of all of the Property, along with correct and complete exhibits, documents, drawings, engineering plans, plats, and similar backup materials, supporting said petitions.

3 ANNEXATION, ZONING AND DEVELOPMENT OF THE PROPERTY

3.01 Annexation.

Concurrently with the approval of this Agreement by the parties hereto, the City shall at the same meeting or at the next regular or special meeting of the Corporate Authorities, enact an Ordinance annexing the Property to the City pursuant and in accordance with Section 11-15.1-1 et seq. and Section 7-1-1 of the Illinois Municipal Code, and pursuant to the Plat of Annexation, a copy of which is attached hereto and incorporated herein as Exhibit "C". Adoption of the Ordinance authorizing this Agreement shall constitute formal approval of this Agreement by the City.

3.02 Preliminary and Final Plans and/or Plats

A. Contemporaneously with the approval and execution of this Agreement by the City and the Developer, the Corporate Authorities shall enact such ordinances, adopt such resolutions, and take such other actions as are necessary to approve Developer's Preliminary Plat of subdivision for the Property and Developer's preliminary plan for the Property, including those considerations described herein or otherwise made a part of this Agreement, attached hereto and incorporated herein as Exhibit "D" (said plan and plat hereinafter sometimes collectively referred to as the "Preliminary Plan and Plat").

In addition to the relief granted to Developer as described within this Agreement, upon the mutual agreement of the City and Developer, the City shall grant such other relief, including necessary variations, exceptions, or departures from applicable City codes and ordinances, as may be necessary in order to permit the development of the Property in general conformance with the Preliminary Plan and Plat.

B. After approval of the Preliminary Plan and Plat, the Developer may submit Final Plans and Plats. Developer shall have the right to submit the final development plans and/or final subdivision plats for the Property in phases or stages and shall not be required to submit a single final development plan or final subdivision plat for the entire Property.
Such plans and plats shall be reviewed by the City in the ordinary course of the development plan review procedure, and the City shall proceed with all due diligence in reviewing and approving the same provided that said plans and plats are in substantial conformity with the Unified Development Ordinance and other City codes, the terms and conditions within this Agreement and the Preliminary Plan and Plat.

C. After satisfactory review of any Final Plan and Plat, the Corporate Authorities shall enact such ordinances, adopt such resolutions, and take such other actions as are necessary to approve Developer’s final plat of subdivision for the Property and Developer’s final plan for the various phases of the Property, including those considerations described herein or otherwise made a part of this Agreement.

D. The parties agree that the occurrence or non-occurrence of any of the conditions set forth in sub-paragraphs (i) through (iii) of this paragraph relating to the property situated within the area three (3) miles South of I-88, one (1) mile east of Peace Road and one (1) mile west of Route 23 (such area being referred to as the “South Neighboring Property”) shall result in the Developer being permitted to develop certain portions of the Property in the “PD-I” Planned Development Industrial zoning district.

In the event that:

(i) the South Neighboring Property has not been annexed to the City and zoned for residential use to permit the development of said property with a minimum of 3,000 residential units within three (3) years of the date hereof, or

(ii) less than two-thousand (2,000) residential building permits have been issued by the City for the South Neighboring Property within six (6) years of the date hereof, or

(iii) at least twenty (20) acres of the South Neighboring Property has been zoned for retail/commercial use,

then in the event of the occurrence of the contingencies set forth in sub-paragraphs (i) or (ii), the portion of the Property depicted as professional office on the Preliminary Plat and Plan, generally consisting of 16.5 acres (the “16.5 Acre Office Parcel”) and the portion of the Property depicted as retail/commercial as depicted on the Preliminary Plat and Plan, generally consisting of 23.4 acres (the “23.4 Acre Retail Parcel”) may be developed as part of the “PD-I” Planned Development Industrial zoning of the Property. In the event of the occurrence of the contingency set forth in sub-paragraph (iii) hereof, the 23.4 Acre Retail Parcel may be developed as part of the “PD-I” Planned Development Industrial zoning of the Property. In each such instance, there shall be no requirement of any additional or further action by the City Council, and in each such instance, the City shall be required to re-zone the 16.5 Acre Office Parcel and/or the 23.4 Acre Retail Parcel to the “PD-I” Zoning District, in which case each such re-zoned parcel shall be developed in accordance with all other terms and conditions for the “PD-I” Zoning District, except as otherwise provided herein.

Notwithstanding the provisions of this paragraph, in no event shall the proposed
development or zoning of the six (6) outlots on the Property fronting Route 23 and generally consisting of 14.07 Acres (the "Commercial Outlots") be changed, altered or modified, it being the mutual intent of the City and Developer that the Commercial Outlots shall be developed with retail/commercial development in accordance with this Agreement, the Preliminary Plan and Plat and the "PD-C" Planned Development (Commercial) Zoning District.

E. The City and Developer acknowledge and agree that, at any time subsequent to the effective date of this Agreement, the City and the Developer may mutually agree that the residential development of the South Neighboring Property, as more particularly described in paragraph D. of this Section, is not proceeding in accordance with said paragraph D., and that the proposed development of the 16.5 Acre Office Parcel and the 23.4 Acre Retail Parcel should be modified from that which is contained on the Preliminary Plan and Plat in order to effectuate the highest and best use of said parcels and, among other things, generate greater job growth, real estate tax revenue and other benefits to the community. In such event, the Parties may approve modifications to the individual site plans for such parcels, including approval of different uses for said parcels from that which is set forth on the Preliminary Plan and Plat, without any requirement that this Agreement be amended.

3.03 Zoning.

Concurrent with the approval of the Preliminary Plan, the Corporate Authorities shall enact such ordinances, adopt such resolutions, and take such other actions as are necessary to zone the Property in the "PD-I" – Planned Development (Industrial) Zoning District classification and zoning the 23.4 Acre Retail Parcel and the Commercial Outlots in the "PD-C" – Planned Development (Commercial) Zoning District, and said action shall include the additional conditions and limitations as set forth below and elsewhere within this Agreement. The "PD-I" and "PD-C" zoning classifications shall become permanent zoning classifications for the Property (unless changed by the City at Developer's request) unless and until amended in the manner provided by law for the amendment of zoning classifications. The City acknowledges that Developer has and will expend substantial sums of money in reliance upon such zoning and will be detrimentally affected if the Property is rezoned without Developer's consent.

A. Setbacks: Building setbacks and parking setbacks from the public right of way applicable to Gurler Road, Interstate 88 (except along that portion adjacent to the Oasis) and Route 23 shall be not less than fifty feet (50'). Building setbacks and parking setbacks from the public right of way applicable to Crego Road and from internal roads shall be a minimum of thirty feet (30'). Parking setbacks from internal property lines shall be a minimum of five feet (5'), except in areas allowing for cross-access between adjacent lots, in which case the required parking setback shall be zero. Building setbacks from internal property lines shall be a minimum of 20 feet (20'). Automobile parking may be located within any building setback, however, no parking shall be constructed in violation of Article 12 of the Unified Development Ordinance. Ancillary structures, such as guard stations or booths or other structures, may be constructed and located within any parking setback or building setback, provided that each such structure may be
no larger than 20' by 20' and located no closer than thirty (30) feet from the right-of-way. The City may waive parking setbacks along interior lot lines through the approval of the Final Plan for any individual lot.

B. Site Coverage Area and Floor Area Ratio: Individual lots shall be allowed site coverage area (as defined in Article 3 of the UDO) of up to seventy (70%) percent and may, subject to criteria herein, be allowed up to ninety (90%) percent. In order to qualify for site coverage area of ninety (90%) percent, it is agreed that, at the time of submittal of the preliminary plat and plan, Developer must demonstrate compliance with four (4) of the performance criteria listed in Section 5.13.07 (4) (b) of the UDO, or the additional criteria outlined below, including but not limited to:

a. Providing a release rate from a storm water detention/retention facility that exceeds City standards;
b. Submitting for approval developments on tracts that are fifteen (15) acres or larger in size;
c. Construction of separate pedestrian or bicycle paths;
d. Demonstration of a development using highly innovative architectural, site planning and land use design of a caliber rarely used in the DeKalb area and of such quality as to set an excellent example for subsequent developments.
e. Use of a geothermal heating/cooling system.
f. Use of rooftop gardens comprising a minimum of fifty percent (50%) of the roof area.
g. Use of architectural design and construction methods which meet the certification of LEED Silver or better.
h. Provisions for solar energy generation, daylighting within the building, or other solar or alternative energy sources which, in the opinion of the City Council, meet the requirements for this criteria.
i. Providing storm drainage detention/retention facilities having a capacity significantly and appreciably in excess of what is required.
j. Increasing parking lot landscaping by fifty (50) percent more than otherwise required.
k. Design of principal access to the development tract at an approved location that allows for shared access by an adjacent property.
l. Providing for sufficiently screened loading and unloading areas that are located in side or rear yards.
m. Any other performance criteria that further the goals, objectives and policies of the Comprehensive Plan and that, in the opinion of the City Council, warrant the approval of development bonuses.

In the event that compliance has been demonstrated with any one of (e), (f), (g) or (h) described, then such lot or lots shall be allowed site coverage area of up to ninety-five (95%) percent.

Compliance with these criteria shall be demonstrated with the Final Plan application for any single lot, and shall be subject to review as part of that application. The obligation for
providing compliance with the selected criteria shall be the responsibility of the Developer.

The Floor Area Ratio shall not exceed 0.75 (75%) for any individual lot containing a single story building. The Floor Area Ratio may be increased to 1.0 (100%) for buildings that are two stories or greater, subject to the discretion of Developer.

C. **Maximum Height:** The maximum height of any industrial building or appurtenance thereto or any structure adjacent to Gurler Road or Route 23 is one-hundred feet (100'), provided that, for any industrial structure or building exceeding forty feet (40') in height, the required building setback from Route 23, Interstate 88 (except along that portion adjacent to the Oasis), Crego Road or Gurler Road, as the case may be, shall be increased by one foot for every foot that the industrial building exceeds forty feet (40') in height.

D. **Development Guidelines, Covenants, Conditions and Restrictions:** Developer shall adopt separate and private Development Guidelines (attached hereto as Exhibit “H”) that outline the design and physical requirements and criteria for the development. In cases where the Development Guidelines vary from the standards set forth in the City of DeKalb UDO, the most restrictive as of the date of this Agreement shall apply.

Developer shall adopt separate and private Declaration of Covenants, Conditions and Restrictions (attached hereto as Exhibit “I”) governing the installation of public and private improvements and the ongoing maintenance of private improvements and common facilities, in a form subject to the approval of the City. The City shall be made a party to these Covenants to the degree that, should the owners’ association created pursuant to Exhibit I (the “Owners’ Association”) fail to perform its duties as outlined therein, the City shall have the authority, but not the obligation, to take action through legal proceedings or similar action to compel the performance obligations of the Owners’ Association. The Declaration of Covenants, Conditions and Restrictions shall be recorded as an Exhibit to this Agreement, and shall comprise a covenant running with the land, regardless of future changes in ownership or subdivision of the Property.

Any changes or amendments to the Development Guidelines and/or Declaration of Covenants, Conditions and Restrictions shall be subject to the review and approval of the City. All proposed changes or amendments shall be forwarded to the Community Development Director of the City. If the Community Development Director deems that the proposed amendment(s) are substantive enough to change the intent and/or quality of the proposed development, the Community Development Director shall forward the proposed amendment(s) to the Plan Commission and City Council for review and approval.

E. **Parking Dimensions and Parking Lot Drainage:** The provisions of Article 12 of the Unified Development Ordinance shall be adjusted as follows: the length of a ninety (90) degree automobile parking stall may be reduced to eighteen (18) feet, and the overall length of such stalls may be reduced from sixty-two (62) feet to sixty (60) feet, curb to curb or aisle to aisle. The length of a ninety (90) degree parking stall may be reduced by another foot, to seventeen (17) feet, provided that a curbed, landscaped area is provided for the additional car overhang, with a minimum of one foot (1') clear overhang at the front of the stalls. In no case, however, shall drive aisles be less than twenty-four (24) feet in width.
The requirement of one catch basin per each 20,000 square feet, or fraction thereof, of contributing drainage area shall be waived to a lesser requirement of one catch basin per 30,000, so long as such design system otherwise is consistent with the purpose and intent of the storm drainage management section of the UDO and so long as Developer obtains the consent of the City Engineer, which consent shall not be unreasonably withheld or unduly delayed. When a swale or open drainage system is used in which no catch basin is utilized, the square footage set forth herein shall not be applicable.

F. Allowed Uses: The uses allowed within this “PD-I” Planned Industrial Development shall include all permitted uses listed in Article 5.06 “LC” Light Commercial District, Article 5.10 of the UDO, “ORI” Office Research and Light Industrial District, as well as stormwater retention or detention and drainage facilities, parks and recreational facilities, public or private. In addition, any use (a) listed as a special use in the “LC” Light Commercial District, “ORI” District classification or (b) any permitted or special use listed in either the “LI” Light Industrial or “HI” Heavy Industrial zoning districts, which are not otherwise an allowed use under the “ORI” District regulations, shall be considered a special use in this Planned Development.

The uses allowed within the “PD-C” Planned Commercial Development shall include all permitted uses listed in Article 5.05 “NC” Neighborhood Commercial District, Article 5.06 “LC” Light Commercial District, Article 5.08 “GC” General Commercial District and Article 5.09 “CBD” Central Business District. Those uses listed as Special Uses within these zoning districts shall be considered Special Uses within this development, unless said uses are permitted uses in another zoning district herein listed.

Further, the following uses shall be permitted on the Property, as it is deemed that such uses contribute to the convenience, comfort, and service of the primary users within the development:

a. Athletic club or fitness center;
b. Business schools;
c. Day care centers;
d. Drug stores or pharmacies;
e. Dry cleaners or laundry service;
f. Financial institutions, with or without drive through facilities;
g. Hotel or motel, with or without restaurants and/or banquet facilities;
h. Office supply store, office equipment sales and/or service, and copy services;
i. Police or Fire Stations;
j. Public utility services and/or public works facilities;
k. Restaurants, with or without drive through facilities. Drive through facilities for restaurants shall not require an additional special use permit, but the City may review each proposal for adequate vehicle stacking and traffic flow as part of the approval of a Final Plan for the proposed site.

Similar uses may be allowed at the discretion of Developer and subject to the concurrence of the Community Development Director upon finding that the proposed use is consistent with the
intent and purpose of this Agreement and contributes to the convenience and service of the primary users within the Property.

G. **Prohibited Uses:** The following uses shall be prohibited:

a. Acetylene gas manufacture;
b. Acid manufacture;
c. Adult oriented uses;
d. Ammonia, bleaching powder or chlorine manufacturer;
e. Arsenal;
f. Asphalt manufacture or refinement;
g. Auto wrecking, junk storage, towing services or impound yards;
h. Blast furnaces (provided, this does not apply to operations ancillary to indoor manufacturing);
i. Cement, lime, gypsum or plaster of paris manufacture;
j. Commercial excavation of building or construction materials, except in construction;
k. Creosote manufacture or treatment;
l. Distillation of bones, coal or wood;
m. Explosives or fireworks manufacture or storage;
n. Fat rendering;
o. Fertilizer manufacture;
p. Forge plants (provided, this shall not apply to metal stamping operations);
q. Garbage, offal or dead animals, reduction or dumping;
r. Gas manufacture;
s. Glue, size or gelatin manufacture;
t. Landfill;
u. Junk yards and recycling facilities and garbage/waste transfer or sorting facilities;
v. Oil drilling, water drilling, oil refining, quarrying, or mining operations, and all construction incident thereto;
w. Ore reduction;
x. Paint manufacture;
y. Penal, correctional and other institutions necessitating restraint of inhabitants;
z. Refinement or storage in bulk of petroleum or its products, provided that nothing shall prohibit storage of petroleum products ancillary to automotive or automotive product warehousing operations;

aa. Residential uses of any kind, provided that this shall not prohibit hotels or similar transient lodging facilities renting sleeping facilities for temporary guests for stays not exceeding thirty (30) days;

bb. Rolling mills;
cc. Smelting of tin, copper, zinc or iron ores;
dd. Stone mills or quarries;

ee. Stockyard or slaughter of animals or fowls; and

ff. Tanning, curing or storage of raw hides or skins.
H. **Development Signage:** The City agrees to allow one or more development entry sign(s) to be located upon the Property at those locations depicted on the Development Signage Exhibit, attached hereto and incorporated herein as Exhibit "J". Such development identification sign(s) shall reasonably conform with the renderings depicted on Exhibit J. It is herein agreed that neither the background landscaping, retaining walls, nor supporting structure of said sign shall be counted toward the area of said sign, and it is agreed that the same may exceed the maximum sign height of ten feet, but in no case shall exceed thirty-five feet. It is further agreed that the sign area shall be calculated by using the smallest rectangular shape which fully encloses the lettered and/or sign areas located upon the supporting structure, and the total area of any signage shall not exceed two-hundred and fifty (250) square feet.

The City agrees to permit no more than two (2) temporary on-site billboard type development advertising signs, to be placed at locations facing the Interstate 88 tollway, Gurler Road and Route 23, each for the singular purpose of promoting the sales, availability of land and/or buildings, or similar aspects of the development. Said signs may contain changeable letter copy, but shall not contain any flashing or electronic message type displays, and shall not include any movement. Each of said signs shall not exceed three-hundred (300) square feet in area per sign, and shall be limited to a duration of no longer than ten years from the date of this Agreement or the sale of the final lot within the development, whichever occurs first. Each sign may be double-sided, in which case, the area shall not exceed three-hundred (300) square feet per side. The design of the on-site billboard sign shall be subject to review and approval by the City’s Director of Community Development, which approval shall not be unreasonably withheld. Within 30 days of the expiration of that timeline, the signs and all related supporting structures shall be completely removed by Developer, and at no time shall either of the signs be converted to any other form of advertising sign. Said signs shall only be subject to application and approval of a sign permit by the Director of Community Development.

I. **Landscaping:** Developer shall install the exterior landscaping and berming along the perimeter of the Property in accordance with the Landscape Plan, attached hereto and incorporated herein as Exhibit "K".

The City agrees to allow the transfer of interior parking lot landscaping that would otherwise be required for truck parking and maneuvering areas, in equal proportion, to the perimeter or other location on any individual lot within the Development, as part of the approval of a Final Plan for that lot. This transfer allowance shall not be interpreted to allow a reduction in, or replacement of, any other landscaping that may otherwise be required elsewhere on that lot.

J. **Truck Docks and Truck Parking:** No exterior truck docks on any buildings constructed on lots immediately adjacent to Route 23 shall face Route 23. Exterior docks facing Gurler Road, Interstate 88 and/or Crego Road shall be sufficiently screened so as to effectively block the view of the docks. Such screening may consist of extensions of building walls, combinations of berming and landscaping as appropriate. All parked trailers on the Property be required to have closed doors while parked.
3.04 Buildings on Zoning Lot.

One or more principal buildings may be placed upon any zoning lot without any requirement of subdivision or resubdivision, provided all of the other terms of the Planned Development Industrial zoning, Preliminary Plat and Plan and this Agreement are complied with.

3.05 Subdivision and Development Plan Approval.

A. Right to Subdivide. Developer shall have the right, but not the obligation, to subdivide or resubdivide, from time to time, the Property, or any portion thereof, and nothing contained in this Agreement or in any City ordinance shall be construed or interpreted so as to prevent such resubdivision. Upon Developer’s request, the City shall approve, or cause to be approved, pursuant to the procedures and requirements set forth in the City’s Unified Development Ordinance, final plats of subdivision or resubdivision for the Property concurrently with, and at the same public hearings or meetings considering approval of preliminary plats of subdivision or resubdivision. Approval of plats of subdivision or resubdivision need not be undertaken in conjunction with request for approval of a Preliminary or Final Development Plan processed pursuant to this Agreement or otherwise.

B. Subdivision/Plan Approval Process. City and Developer agree, notwithstanding any contrary requirements of Articles 5.13 or 15 of the UDO, that a Final Plat and Final Development Plan for any phase of development shall be subject to review and approval of the Plan Commission and City Council. Such review and approval shall not require further public hearings, and such approval shall not be unreasonably withheld, if said plans and/or plats reasonably conform with the approved Preliminary Plat and Plan.

C. Amendments, Minor and Major. The City and Developer agree that any proposed amendments to any approved final plat or final planned unit development plan shall be submitted to the Community Development Director for review. If the Director deems that the proposed amendment is a Minor Amendment, as further defined below, the Director may approve the amendment. If the Director determines that the proposed amendment is a major amendment, then the Director shall forward the plat to the Plan Commission and City Council for review and approval as if it were a new final plat.

Minor Amendments include any change that does not materially affect the infrastructure, design, use or character of the development. Minor amendments to the planned unit development plan include, but are not necessarily limited to:

1. An adjustment of a lot line, including consolidation or addition of lots;
2. An increase in the amount of landscaped area, or a reduction of less than ten percent;
3. An increase in building setbacks;
4. A change in location of an access point along Route 23 by less than one-hundred and fifty feet (150’), or a reduction in the number of access locations;
5. An increase in the proposed right-of-way width to be dedicated;
6. An adjustment to utility easements which have not yet been recorded and are not yet

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occupied by physical utility facilities;

7. A change in the location of any structure, parking area, loading dock or open space which is not a significant reorientation of the improved areas of the Property;

8. A subdivision of a multi-tenant building into fee-simple, zero-lot-line lots or condominium units; and

9. Any other minor dimensional or other adjustments which are not Major Amendments and which otherwise are consistent with the character of development on the Property and do not significantly change the overall orientation of the improved areas on the Property or the infrastructure serving the Property.

Major Amendments are changes that potentially affect the infrastructure, design, use or character of the development. Major Amendments to the planned unit development plan include, but are not necessarily limited to:

1. An increase in the number of access locations on Route 23 or Gurler Road from those indicated herein or shown on the approved plan, or a change in the location of those access points by one-hundred and fifty feet or more;

2. Any change which requires vacation of a street right of way or utility easement, decreases the size of a proposed right of way or easement, or relocates a right of way or easement by more than 500 feet;

3. Any change which decreases the amount of land to be conveyed or reserved for any public body; and

4. Any other change not meeting the terms or requirements of a Minor Amendment, as outlined above.

3.06 Staged Development.

A. The Preliminary Plan shall serve as the standard for the development of the Property. It is contemplated that the development of the Property pursuant to the Preliminary Plan may be implemented by Developer in stages pursuant to the outline of Improvement Phasing attached hereto as Exhibit "L." Accordingly, Developer shall have the right to submit the final development plans and/or final subdivision plats for the Property in phases or stages and shall not be required to submit a single final development plan or final subdivision plat for the entire Property. No time limits shall be imposed upon Developer with respect to the submission of such final development plans or final subdivision plats for the several phases of the proposed development, nor shall there be any limits imposed upon Developer with respect to the number of final development plans or final subdivision plats for the several phases. The Corporate Authorities agree to approve the final development plans and/or final subdivision plats and to issue clearing, grading, building, or other permits for phases of construction as Developer elects to construct from time to time, based on final plans, subdivision plats, specifications and drawings submitted by Developer, provided that such final plans or plats shall substantially conform to the terms and provisions of this Agreement and the Preliminary Plan and comply with all applicable City ordinances, rules, and regulations in existence as of the date hereof except as may be modified or amended pursuant to the terms of this Agreement.
B. Notwithstanding said Improvement Phasing outline, and prior to recording the plat for the first phase of development of the Property, the Developer shall provide the City with final engineering, easements, and a bond or irrevocable letter of credit in an amount not less than 120% of the Engineer’s Estimate for the construction of a water main providing a second source of water to the Property, it being agreed and acknowledged that said bond or letter of credit shall not apply to Developer’s mass grading activities. It is agreed that this water main, providing the second source of water, will run generally easterly along Gurler Road, and northerly along Crego Road to connect with the major trunk main at the Tollway Oasis. Upon the City’s issuance of certificate(s) of occupancy for building floor area totaling 2.5 million square feet or more, or no more than two (2) years from the date of occupancy of the first building constructed on the Property, Developer shall have completed the second source of water, and connected said source to that part of the property which has been subdivided, with the size, location and route of the second source of water subject to the approval of the City Engineer. If the water main is not constructed and approved by the City of DeKalb Director of Public Works within the time period specified herein, the City may take all measures available to ensure that construction of the water main is completed in a timely fashion at the Developer’s expense, including but not limited to revocation of the letter of credit and bond. The Developer shall obtain, at its sole cost and expense, all easements required for the construction of the water main as required hereunder. All costs and expenses incurred by the Developer hereunder in connection with the construction of the water main as required hereunder, including, but not limited to all “hard costs” of constructing and installing said water main and all “soft costs”, including, but not limited to, planning costs, design costs, engineering fees, legal fees, costs of obtaining necessary easements or rights-of-way, and any other professional fees which are in any way associated with or necessitated by the construction of said water main, shall be included in the recapture ordinance adopted by the City pursuant to and in accordance with the terms of Section 13 of this Agreement. Said recapture ordinance shall provide and specify, among other things, that Developer shall be entitled to recapture a pro-rata proportion of its costs and expenses incurred hereunder from (in addition to those properties surrounding the Property which are not presently within the Corporate boundaries of the City but which may become annexed to the City in the future), as set forth in Section 13 of this Agreement.

3.07 Subdivision Improvements.

A. Public Improvements: The City and Developer agree, notwithstanding any contrary requirements of Article 15 of the UDO, that (a) improvements within specific lots within the development shall not be construed as “public improvements” as such term is used in said Article, and (b) improvements (excluding earthwork and grading) to be constructed by Developer within the public right-of-way, either the existing or to-be-dedicated, shall not be started without Developer’s evidencing to the City that a bond or similar instrument, in form and amount acceptable to the City and naming the City as co-beneficiary, is in place in accordance with Article 15 of the UDO and (c) notwithstanding anything in Section 15.08 of the UDO, Developer shall have posted a letter or letters of credit in the aggregate amount of $100,000 or a lesser amount determined by the City Engineer, prior to the issuance of any temporary or permanent certificate of occupancy to ensure that the improvements within the Property are completed in accordance with the Site Plan prepared as specified in the UDO and (d) all utilities to be installed or constructed as part of the Development may, where feasible, be installed or
constructed underground.

B. Roadways. Developer shall be responsible for constructing all interior roadway improvements within the Property, which include, but are not limited to, roads, street lights, curbs, and gutters, in accordance with the UDO, except as otherwise provided herein. All interior roadways constructed by the Developer within the Property shall be dedicated to the City, in fee simple interest, upon the record Final Platting of the Property or portion thereof. Such roadway dedication shall be in a form acceptable to the City and shall be made at no expense to the City. The Developer shall have the right to name all interior streets, subject to approval by the City, which approval shall not be unreasonably withheld.

C. Sidewalks: The requirement of providing sidewalks on both sides of the street along the perimeter of the Property (Article 9.03.03 of the UDO) shall be waived in favor of Developer providing certain minimum concrete sidewalks and/or bituminous paved bike paths and/or walking paths, in the interior of the Property, as depicted on the Preliminary Plan and Plat and the Landscape Plan, the alignment and specifications of which are subject to the approval of the City Engineer. Sidewalk on the east side of Route 23 shall be installed to service the Commercial Outlots.

D. Dead-End Streets and Cul-de-sacs: Notwithstanding the requirements of Article 9.02.05, the City agrees to allow for dead-end streets exceeding 700 feet in length, provided that (i) any temporary dead-end street shall be terminated with a temporary cul-de-sac located within an appropriate easement, (ii) any permanent dead-end street shall be terminated in a cul-de-sac, and any such dead-end street exceeding 700 feet in length shall be provided a cross-access easement and connection to another public street through a fire lane located upon the intervening property or properties, and (iii) no temporary dead-end street shall exceed 1,200 feet between the centerline of the nearest street intersection and the center point of the cul-de-sac bulb. All water mains serving dead-end streets shall be adequately looped for the purpose of maintaining high water quality and adequate flows for fire protection. The City recognizes that such looping may be provided with the fire protection mains constructed as part of the development of individual lots.

E. Mass Grading/Temporary Construction Access. Developer may, at its own risk, and upon submission of a grading and erosion control plan, subject to the approval of the City Engineer, which approval shall not be unreasonably withheld, and posting of a bond in the amount of $100,000.00, perform general land development activities on the Property prior to final subdivision approval of the City, which activities may include grading and mass excavation (including demolition of structures, excavation, preliminary grading work, filling and soil stockpiling) which may commence prior to any approval of final engineering drawings and prior to any approval of any plat or plan. Installation of gravel base streets for emergency vehicles to have access to all construction sites shall be completed before the issuance of building permits for the construction of foundations or buildings on the Property. Pavement shall be completed with a binder course prior to the issuance of any occupancy permits. Such general land development activities shall be at Developer's own risk and Developer agrees to indemnify and hold the City harmless from any claims or demands of any type for damages arising therefrom. Developer shall also have the right, immediately upon execution of this Agreement, to construct temporary parking and access roads to serve the development during
construction, including, where necessary, installation of temporary curb cuts for such access roads.

F. **Rail Service:** The City agrees to cooperate with Developer in obtaining grants or other financing from third parties for the extension of rail lines and spurs within the Development. In such instances the City may, from time to time, be required as a condition of the grant, to accept ownership of rail lines and spurs that service the development. In no case shall the City provide financing or construction of lines or spurs unless otherwise mutually agreed to in a separate agreement pursuant to Section 7 or Section 15.03, below. In all cases, and notwithstanding the City’s obligation to a grant provider to accept maintenance responsibilities, Developer agrees to provide for the ongoing maintenance of said facilities, regardless of actual ownership, through the Owner’s Association, and the City shall have no obligation to accept maintenance of any rail line or spur, other than setting standards for maintenance to which the Owner’s Association must adhere, and/or to compel the Association to maintain the rail line or spur to the City’s satisfaction.

G. **Stormwater Retention:** Stormwater retention/detention shall be provided within those areas depicted on the Preliminary Plan and Plat, and said retention/detention may be either wet-bottom retention/detention ponds or dry-bottom retention/detention ponds. Developer agrees that the Declarations of Covenants, Conditions and Restrictions (Exhibit “F”) and related documents are drafted and shall be recorded in such a fashion that the Owners Association, or future owner, shall be clearly and irrevocably responsible for all maintenance, including but not limited to mowing, weed control, sedimentation removal and structural maintenance, of all stormwater retention/detention facilities on the Property, regardless of ownership.

H. **Common Area Maintenance:** It is agreed that the City shall create and establish a Special Service Area for the Property subject to 35 ILCS 200/27-5, et. seq., as amended, to provide the City with a source of revenue for maintaining, repairing, reconstructing or replacing the stormwater drainage system, detention and retention areas, common areas, special management areas or other improvements located on the Property, should the Owners Association fail to perform its responsibility in accordance with City codes and ordinances, other applicable requirements of law, or pursuant to the Declaration of Covenants, Conditions and Restrictions (Exhibit “H”) and related documents. Developer, for itself and its successors and assigns, in interest or otherwise, agrees to and does hereby waive any and all protests or objections to the creation of the SSA and does hereby waive all rights to petition for disconnection regarding the Special Service Area for the Property. The Special Service Area is for the exclusive purpose of creating a revenue source for the City for said maintenance, and is not intended and shall not be construed to create an obligation of the City to provide such maintenance. The City agrees that it will only levy against said Special Service Area in the instance that, after notice and opportunity to correct, the Owners Association has failed to fulfill the obligations stated herein.
4 CODES AND ORDINANCES; FEES

4.01 Codes and Ordinances; Conflict with Agreement.

To the extent of any conflict, ambiguity, or inconsistency between the terms, provisions or standards contained in this Agreement and the terms, provisions or standards, either currently existing or hereafter adopted, of the UDO and any other City code, ordinance or regulation, the terms, provisions and standards of this Agreement shall govern and control.

4.02 Codes and Ordinances; Amendments.

All codes, ordinances, rules and regulations of the City in effect as of the date hereof shall continue in effect insofar as they relate to the development of the Property, except for amendments mandated by state or federal requirements pertaining to the public’s health and safety, and to the extent any such codes, ordinances, rules and regulations are amended on a general basis so as to be applicable to all property within the City. If the City, at any time or from time to time, adopts an amendment or modification to its codes, ordinances, rules or regulations which is unique to the City (i.e., not contained in a national or state code), such amendment or modification shall be applicable to the Property only after a grace period of six (6) months from the date of its adoption, and shall be waived as to any portion of the Property under construction for which a building permit has been issued. All codes, ordinances, rules and regulations of the City in effect as of the date hereof which relate to building, plumbing, electrical and related restrictions affecting development of the Property shall continue in effect insofar as they relate to the development of the Property, except as otherwise provided herein and except to the extent that said codes, ordinances, rules and regulations are amended on a general basis so as to be applicable to all property within the City for purposes of furthering the public health and safety. Notwithstanding the foregoing provisions of Section 4.01 and 4.02, if any City code, ordinance or regulation is hereafter adopted, amended or interpreted so as to be less restrictive with respect to the development and ownership of the Property than is the case under the existing law, then, at the option of Developer (and its successors and assigns, as the case may be), such less restrictive amendment or interpretation shall control.

4.03 Fees, Donations, and Dedication.

A. The City represents and warrants that no annexation fees are payable by Developer as a result of the annexation of the Property to the City. Further, the City represents and warrants that no recapture fees or other similar payments are due and payable by Developer to any person or entity as a result of connection to any City utility, City roadway or other City improvement servicing the Property except for standard City water capital and connection fees. The City has no knowledge of any such fees or payments that are due or payable as a result of connection to any non-City utilities, roadways or other improvements servicing the Property.

B. The City represents and warrants that no special service area fees, other than those that may be imposed pursuant to Section 3, above, taxes or other similar payments are due or payable by Developer to any person or entity as a result of connection to any City utility, City
roadway or other City improvement servicing the Property. The City has no knowledge of any such fees or payments that are due or payable as a result of connection to any non-City utilities, roadways or other improvements servicing the Property.

C. Developer agrees to donate to the City a public utility and public services site of a minimum of one (1) acre in size, described and/or depicted on Exhibit D, the Preliminary Plat. The site shall have direct access to and frontage upon a public or private street. The site shall be improved with adjacent paved streets and Developer shall provide the City with all necessary easements to enable utilities to be brought to the site. The final layout and location of the site is subject to the approval of the Developer, which agreement shall not be unreasonably withheld. The site is intended to be improved by the City (in the future) with a public works facility and potentially other public uses, and may be improved with other public utilities, structures, buildings or services subject to the terms of this Agreement, from time to time, as the City sees fit, subject to the restrictions and requirements of the Development Guidelines and Declaration of Covenants, Conditions and Restrictions. The Developer agrees to amend the Declaration of Covenants, Conditions and Restrictions to exempt such donated parcel from any and all assessments, regular or special, that may be imposed upon such donated parcel and to exempt such donated parcel from inclusion in the Special Service Area required in Section 3.07 F of this Agreement. Such amended Declaration shall be reviewed and approved by the City and shall thereafter be recorded against such donated parcel and shall run with the land.

The Developer donation shall be in the form of a Warranty Deed with Title Insurance in an amount to be determined acceptable by the City Attorney. The donation shall occur at a mutually agreeable time in the future, not to exceed five years from the date of this Agreement, or upon final platting of any phase wherein cumulatively fifty percent (50%) or more of the total area of Property is or has been subdivided by City approval of Final Plats, whichever shall occur first. Said timing or implementation may be extended upon mutual agreement between the Parties provided said agreement is executed in writing.

Should at any time in the future the City desire to dispose of the site, the City shall give the Developer a minimum of sixty (60) days advance written notice of such intent to dispose of the site and Developer shall be given the right of first refusal. Developer shall have sixty (60) days from its receipt of any such notice from the City in which to elect to accept the site, and should the Developer decide to execute that right, the site shall be deeded back to the Developer at no cost to the Developer, in the form of a Warranty Deed with Title Insurance in an amount to be determined acceptable by the Developer. Should the Developer fail to exercise its right of first refusal during said sixty (60) day period, then the City may sell the site to a third party in its sole discretion. The agreement described in this paragraph may be memorialized as a covenant or deed restriction on the Warranty Deed at the time the property is granted to the City.

This donation is in exchange for other considerations as provided within this Agreement.

D. Gurler Road and Crego Road Right Of Way Dedications: Developer agrees to dedicate, upon annexation, a full fifty foot (50') right of way from the centerline of Gurler Road and a full thirty-three foot (33') right of way from the centerline of Crego Road, together with
such additional right of way for radius and turn lanes as may be determined by the City Engineer with the concurrence of the Developer.

E. Utility Easements: Upon annexation, Developer agrees to dedicate the water and sanitary sewer easements, in their entirety, to the City and the DeKalb Sanitary District, respectively, along Route 23, Gurler Road, and Crego Road, as shown on the Preliminary Plan and Plat.

5 UTILITIES AND ROADWAYS

5.01 Potable Water Service.

All inspection, tap-on and user fees assessed by the City in connection with the providing of potable water service to the Property shall be assessed in the manner provided by the Municipal Code provided the Municipal Code is applicable to all property within the City. The City shall cooperate with Developer in obtaining all off-site easements necessary, at Developer’s sole cost and expense, and further shall grant Developer access to all City-owned rights-of-way to enable Developer’s providing of potable water service to the Property. Developer shall dedicate easements on parcels within its control at no charge to the City for utility improvements necessary for the development of the Property. Upon Developer’s completion of construction of on-site water mains of six inches in diameter or greater, as well as required valves and hydrants, and appurtenances in accordance with the provisions of the Municipal Code and any relevant state codes and local regulations, and upon approval and acceptance by the City in accordance therewith, Developer shall dedicate such mains, valves, hydrants, appurtenances and easements to the City, and the City shall accept the dedication of same and, thereafter, the City shall be solely responsible for the subsequent operation, maintenance and repair of same.

5.02 Regional Stormwater Drainage

A. Developer shall provide all necessary storm sewers, retention/detention systems, and compensatory storage to develop the Property and to comply with its obligations relative to the applicable provisions of the UDO and all other applicable laws and regulations; provided, however, that said sewers and storage facilities may be provided as a phase or part of the regional storm drainage system as the various portions of the region are developed. In determining whether any lot on the Property satisfies zoning standards, any part thereof within a detention or retention system may be included as part of the area of said lot. If stormwater retention/detention is provided on one or more separate outlots on the Property during any phase of the development of the Property, each subdivided lot(s) on the Property shall be entitled to include its proportionate share of retention/detention provided on any such outlot(s) for purposes of determining whether such subdivided lot(s) satisfy the zoning standards applicable to calculations of lot coverage and open space requirements.

B. The Developer agrees to begin improvement of the stormwater retention/detention facilities generally located at the northwest corner of the Property as part of the initial phase of construction on the Property, and shall install and maintain 110% of the capacity applicable to the phase or phases of the development then under construction.
5.03 Water and Sewer Capacity.

The City’s potable water supply appears to have sufficient capacity and availability and its distribution system to provide potable water service to the Property now and as fully developed for Developer’s intended uses.

5.04 Access to Route 23

The access points shown on the Preliminary Plan and Plat shall be the only allowed accesses to Route 23, which consist of one (1) full access and one (1) right-in right-out access. The City and Developer agree that Route 23 is under the jurisdiction of the Illinois Department of Transportation (IDOT) and that all accesses to, and improvements to, said right of way are subject to IDOT standards and approval with concurrence of the City Engineer. The Developer agrees that all improvements to Route 23 shall be placed along the east side of the right-of-way, as far as practicable and to the extent said is allowed by IDOT. The Developer further agrees that any additional right-of-way required to make said improvements to Route 23 shall be dedicated by the Developer, at no cost to the City or IDOT. The City and Developer further agree that in the event the Developer is required to dedicate any additional right-of-way for acceleration/deceleration lanes for the access points on Route 23, then the building and parking setbacks applicable to the Commercial Outlots shall be lowered proportionately to account for said dedication of additional right-of-way, it being the mutual intent of the City and the Developer that the Developer’s dedication of additional right-of-way along Route 23 for purposes of acceleration/deceleration lanes shall not affect the fifty (50”) foot building and parking setbacks applicable to the Commercial Outlots.

5.05 Access to Gurler Road

No fewer than two (2) or more than three (3) public streets shall be allowed to intersect with Gurler Road. In addition, no more than two (2) private access points shall be allowed along Gurler Road, and in no case shall the total number of street intersections and private drives on Gurler Road exceed four (4) total. Said private access point on Gurler Road are subject to the review and approval of IDOT. Curb cuts may be installed along Gurler Road prior to installation of the internal roadways servicing the Property.

5.06 Access to Crego Road

The City agrees that Crego Road shall be classified as a local street and shall have no access restrictions.

6 CONSTRUCTION OF INFRASTRUCTURE IMPROVEMENTS

6.01 Construction of Infrastructure Improvements.

Developer shall be responsible for constructing the public improvements to service the Property as set forth herein, which include, but are not limited to, the potable water service facilities,
water mains and extensions, and regional stormwater detention facilities described in Sections 4 and 5 hereof, roads, bike paths, street lights, curbs, and gutters, storm and sanitary sewers, fiber optic cable, or other improvements, in accordance with the City’s UDO, except as provided for herein (hereinafter the “Infrastructure Improvements.”) The Infrastructure Improvements, as defined within this Agreement, or portion thereof, shall be constructed as part of, and in conjunction with, each phase or phases of the development, with sufficient portions or phases of the Infrastructure Improvements being constructed to adequately service the lots platted within that phase. The Infrastructure Improvements constructed by the Developer as part of any phase or phases of the development shall be completed as to each such phase prior to the issuance of any occupancy certificate(s) for each building(s) constructed upon the lot(s) in such phase or phases. The Infrastructure Improvements shall be constructed in such phases and at such times as set forth in the “Phasing Outline/Exhibit”, attached hereto and incorporated herein as Exhibit “L.”

6.02 Temporary Occupancy Certificates.

Temporary occupancy certificates for any building constructed upon the Property shall be granted when the building is substantially completed if weather and seasonable changes prevent the installation of landscaping, service walks, public sidewalks, final driveway surfaces, or final lift of roadway paving, provided that Developer complies with the bonding and other requirements for temporary certificates of occupancy set forth in the City Codes. All required landscaping, flatwork and paving shall be installed at such time as weather permits.

6.03 Contracts.

Developer shall manage and oversee the engineering, design, and construction of the Infrastructure Improvements; provided, however, that (a) Developer shall secure all required permits or approval from all applicable agencies or units of government, and (b) Developer shall submit all required plans and specifications for all such Infrastructure Improvements to the City and any other applicable agency or unit of government for their prior review and approval. Developer shall cause its general contractor to add the City as an additional insured on commercial general liability insurance policies and coverages maintained by the general contractor (including, without limitation, as co-beneficiary on the performance bonds), in conjunction with the construction of the Infrastructure Improvements. Developer shall submit to the City for its review and approval a copy of such bond and certificate of insurance prior to the commencement of such construction. Developer shall not be required to advertise for bids or to submit multiple bids to the City. During construction of all public work Infrastructure Improvements by Developer, the City shall have the right to inspect the work to determine if such work is being constructed in accordance with the approved plans, specifications, and all applicable codes and regulations and shall promptly notify Developer of any deficiencies as to which Developer will cause corrective action to be taken.

6.04 Documentation with Respect to Construction of Infrastructure Improvements.

As soon as practicable following completion of any Infrastructure Improvements, but prior to acceptance by the City, Developer shall submit to the City a set of record drawings, sealed by an Illinois licensed professional engineer, and a sworn statement of the contractor performing work
in connection with the completed Infrastructure Improvements, specifying the work performed on such Infrastructure Improvements and the cost thereof, and executed waivers of lien relating thereto.

6.05 Sales Facilities. Developer shall have the right, immediately upon annexation of the Property and upon obtaining a building permit, to construct sales and construction trailers and facilities in each phase of the development of the Property (the "Sales Facilities"), in such locations as it deems necessary and to construct temporary parking and access roads to serve the Sales Facilities. The Sales Facilities may be constructed and opened to the public prior to any plat approval or the installation of utilities or streets, however, all facilities shall have paved parking lots and shall be accessible (subject to the standards of the Fire Department) for emergency services. Developer’s construction and the operation of the Sales Facilities without plat approval or the installation of utilities or streets shall be at Developer’s own risk and Developer agrees to indemnify and hold the City harmless from any claims or demands of any type for damages arising therefrom.

7

ECONOMIC INCENTIVES

The City and Developer shall, in good faith and utilizing best efforts, from time to time, consider supplemental agreements providing mutual incentives for the development of the Property as contemplated hereunder. Such agreements may revise the terms or provisions of this Agreement, and be made without specific amendment to this Agreement, provided that any said Agreements shall be executed in writing and recorded. In the case that the City and the Developer agree on mutual incentives, said incentives shall include a provision that the City shall cooperate fully with the Developer in seeking from any or all other governmental bodies (whether federal, state, county, or local) financial or other aid and assistance required or useful for the construction or improvement of the Property, including, but not limited to, public infrastructure improvements in and on the Property, or facilities for the provision of services to occupants of the Property, including, without limitation, grants and assistance for public transportation, roads and highways, water and sanitary sewage facilities, and storm water disposal facilities.

8

GENERAL CONSTRUCTION MATTERS

8.01 Building Permits.

The City shall issue building permits for which Developer or a subsequent owner of any portion of the Property applies within twenty-one (21) days of the City’s receipt of the last of the documents required by the UDO and the DeKalb Municipal Code to support such application. If the application is denied, the City shall provide the applicant with a written statement specifying the reasons for denial of the application and a list of additional materials and information required to obtain approval, including specifications of the requirements of law which the application or supporting documents fail to meet. The City shall issue such building permits upon the applicant’s compliance with those requirements. In the event that the City does not provide the applicant with the written statement referenced herein within the twenty-one(21) days specified
herein, then such application for building permit(s) shall be deemed automatically approved. In the event (a) the City and the applicant mutually determine that materials in support of any request or application should be sent to an independent consultant for review, due to specialized facilities, proprietary processes, or unique building design(s), or (b) such materials are to be forwarded because the applicant desires an expedited review, then the applicant shall pay the cost of such review. In the event that an applicant pays the cost of such an independent review, then the City shall waive the building plan review fee(s) applicable to the building permit for which application has been made. An applicant may apply for building permits for portions of the Property prior to the availability of storm sewer and sanitary sewer service to such portion of the Property, provided that Developer or applicant installs those minimum life safety improvements as identified and required by the City, and provided that a final plat has been recorded, creating the lot upon which the proposed structure will be placed, and provided that the subdivider's bond is current. Notwithstanding the foregoing, no temporary occupancy permits shall be issued for such portions of the Property until the availability and connection of such utilities is demonstrated to the satisfaction of the City. Notwithstanding anything to the contrary contained in this Agreement, the City agrees to issue necessary permits to the applicant, upon application by the applicant, prior to applicant's or Developer's submission of plans for any entire building to allow (i) grading or the installation of drainage and utility facilities on the Property, provided that Developer or applicant submits a mass grading plan which complies with applicable City codes and ordinances, and (ii) construction of building foundations, provided the applicant submits exterior enclosure drawings and foundation drawings that comply with applicable City codes and ordinances; provided, however, that the issuance of any such permits shall not authorize nor be construed to authorize or to permit the construction of any portion of a building or an improvement, the plans for which have not been reviewed and approved by the City.

8.02 Stop Work Orders.

The City shall not issue any stop work orders directing work stoppage on any development of the Property or on the construction of any buildings or other improvements on the Property except if such stop work orders are issued in accordance with the locally-adopted codes and ordinances. All stop work orders shall set forth the section or sections of the applicable City code or ordinance alleged to have been violated and the exact nature of the violation and applicant shall forthwith proceed to correct any such violations which may in fact exist.

8.03 Certificates of Occupancy.

A. The City shall issue certificates of occupancy to applicant in a timely fashion, or issue a letter of denial informing applicant specifically what corrections are necessary as a condition to the issuance of a certificate and quoting the section of any applicable code, ordinance or regulation relied upon by the City in its request for correction.

B. The City shall grant individual certificates of occupancy for multi-tenant commercial or industrial buildings on a unit-by-unit or store-by-store basis in accordance with the Building Code in effect at that time.

C. Temporary occupancy certificates shall be granted when each building is substantially completed if weather and seasonable changes prevent the installation of
landscaping, service walks, public sidewalks, final driveway surfaces, or final lift of roadway paving provided that Developer complies with the bonding and other requirements for temporary certificates of occupancy set forth in the City Codes. The required landscaping, flatwork and paving shall be installed at such time as weather permits, but not later than the date(s) specified in the City Codes.

9

FORCE MAJEURE

No party shall be considered in breach of or in default of obligations under this Agreement, in the event of any delay caused by force majeure, including, without limitation damage or destruction by fire or other casualty, eminent domain, strike, lockout, civil disorder, war, restrictive governmental regulations, shortage of materials or fuel, acts of God, unusually adverse weather or wet soils conditions, or other cause beyond the reasonable control of any such party. An extension of time for any such cause shall be for the period of the delay, which period shall commence to run from the time of the commencement of the cause of any such delay, provided that written notice claiming such extension is sent by the party claiming any such delay not more than thirty (30) days after commencement of the cause for delay.

10

MUTUAL ASSISTANCE

10.01. The parties agree to 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.

10.02. The parties agree to cooperate fully with each other in seeking from any or all appropriate governmental bodies (whether federal, state, county, or local) financial or other aid and assistance required or useful for the construction or improvement of property and facilities in and on the Property or for the provision of services to occupants of the Property, including, without limitation, grants and assistance for public transportation, roads and highways, water and sanitary sewage facilities, and storm water disposal facilities.

11

REMEDIES

11.01. Upon breach of this Agreement, any of the parties, in any court of competent jurisdiction in DeKalb County, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance, or both. No action taken by any party pursuant to the provisions of this Article 11 or pursuant to the provisions of any other Article of 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 in equity.

11.02. 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) days after written notice of said breach to correct the same prior to the non-breaching party’s seeking of any remedy provided for herein (provided, however, that said thirty (30) day period shall be extended if the defaulting party has initiated the cure of said default and is diligently proceeding to cure the same).

11.03. If any of the parties shall fail to perform any of its obligations hereunder, and the party affected by such default shall have given written notice of such default to the defaulting party, and such defaulting party shall have failed to cure such default within thirty (30) days of such default notice (provided, however, that said thirty (30) day period shall be extended if the defaulting party has initiated the cure of said default and is diligently proceeding to cure the same), then, in addition to any and all other remedies that may be available, either at law or in equity, the party affected by such default shall have the right (but not the obligation) to take such action as in its reasonable discretion and judgment shall be necessary to cure such default. In such event, the defaulting party hereby agrees to pay and reimburse the party affected by such default for all reasonable costs and expenses (including attorneys’ fees and litigation expenses) incurred by it in connection with any action taken to cure such default.

11.04 The failure of the parties to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained or any of them, upon any party imposed, shall not constitute or be construed as a waiver or relinquishment of any party’s right thereafter to enforce any such covenant, agreement, or condition, but the same shall continue in full force and effect.

12
TERM

The term of this Agreement shall be for twenty (20) years from the date of execution hereof. The date of execution of this Annexation Agreement and the date of this Annexation Agreement shall be the date on which this Annexation Agreement is signed by the City of DeKalb.

13
RECAPTURE

The City shall adopt a recapture ordinance, a copy of which is attached hereto and incorporated herein as Exhibit M, to the Developer’s benefit, for the over-sizing of certain public improvements pursuant to this Agreement, as specified in said Exhibit.

The recapture ordinance described herein shall also include, among other things, the following:

(a) a provision whereby the City shall provide advance written notice to the Developer, or the owner of record of the Property, of the annexation to the City of any of the property(ies) surrounding the Property;
(b) a provision whereby the Developer shall be entitled to seek immediate injunctive relief against any owner of any benefited property(ies), as defined herein, which fails to pay such recapture monies to the Developer upon applying for a building permit, to enjoin the issuance by the City of any building permit to such owner until such time as any and all amounts due and owing to the Developer under said recapture ordinance has been paid;

(c) a provision whereby the Developer shall be entitled to payment of its reasonable costs of collecting any amounts due and owing thereunder, including attorneys fees; and

(d) Should the City, or the Developer, secure any outside grants for any of the above-mentioned improvements, the recapture amount shall be reduced by the pro-rata share of said grants provided, however, that any grants secured by the City have been transferred or paid to the Developer. Upon the City’s adoption of a recapture ordinance to the benefit of the Developer, all documents shall be subject to the review and approval of the City, shall be prepared and recorded at the Developer’s expense, and the Developer shall be responsible for all of the administration and/or collection of said recapture ordinance. The City shall accept no liability or responsibility for the payment (or non-payment), collection, tracking, or administration of any recapture funds pursuant to said ordinance, including interest, penalties or collection costs. Notwithstanding the foregoing, no private person or entity shall be permitted to enter upon the Property for the purpose of connecting to any water system improvement, sewer system improvement, fiber optic lines or roadway, until and unless such person or entity has first paid to the Developer all recapture funds due and owing hereunder.

14

SEVERABILITY

If any provision, covenant, agreement, or portion of this Agreement or its application to any person, entity, or property is held invalid, such invalidity will not affect the application or validity of any other provisions, covenants, or portions of this Agreement, and to that end, all provisions, covenants, agreements, and portions of this Agreement are declared to be severable. If for any reason the annexation or zoning of the Property is ruled invalid, in whole or in part, the Corporate Authorities, as soon as possible, will take such actions (including the holding of such public hearings and the adoption of such ordinances and resolutions) as may be necessary to give effect to the spirit and intent of this Agreement and the objectives of the parties, as disclosed by this Agreement, provided that the foregoing shall be undertaken as the expense of Developer.

15

MISCELLANEOUS

15.01 Amendment.

This Agreement, and the exhibits attached hereto, may be amended in writing by the mutual consent of the parties through the adoption of an ordinance or by the City approving said amendment as provided by law and by the execution of said amendment by the parties or their successors in interest. Notwithstanding the foregoing, where the subject matter of an amendment
to this Agreement affects only a portion of the Property, such amendment need only be executed by
the City and the then-owner of such affected portion of the Property.

15.02 **Entire Agreement.**

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. This Agreement is
intended to amend, preempt, vacate and repeal any and all conflicting provisions of prior
Agreements as such may relate to the Property.

15.03 **Additional Agreements.**

Nothing in this Agreement shall be construed to prohibit the adoption or approval of separate or
more specific agreements for individual properties or lots within the Property, provided that the
minimum terms of zoning and land development included herein shall serve as the standard for
the development of the entire Property.

15.04 **Survival.**

The provisions contained herein shall survive the annexation of the Property and shall not be
merged or expunged by the annexation of the Property to the City.

15.05 **Successors and Assigns.**

This Agreement shall inure to the benefit of, and shall be binding upon Developer and its
successors, grantees, lessees, and assigns and upon successor corporate authorities of the City and
successor municipalities, and shall constitute a covenant running with the land. Upon said
assignment and acceptance by an assignee, the assignor shall have no further obligations
hereunder. If a portion of the Property is sold, the seller shall be deemed to have assigned to the
purchaser any and all 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 conveyed; provided, however, the
Developer shall not be relieved of its obligations under Article 2.02 or 4.03 hereof.

15.08 **Notices.**

Any notice to be given or served hereunder or under any documents or instrument executed
pursuant hereto shall be in writing and shall be (i) delivered personally, with a receipt requested
therefor; or (ii) sent by a recognized overnight courier service; or (iii) delivered by the United
States certified mail, return receipt requested, postage prepaid. All notices shall be addressed to
the parties at their respective addresses set forth below, and the same shall be effective (a) upon
receipt or refusal if delivered personally; (b) one (1) business day after depositing such with an
overnight courier service; or (c) two (2) business days after deposit in the mail, if mailed. A party
may change its address for receipt of notices by service of a notice of such change in accordance
herewith.
15.09 **Time of Essence.**

Time is of the essence of this Agreement and of each and every provision hereof.

15.10 **City Approval.**

Wherever any approval or consent of the City, or of any departments, officials, or employees of the City, is called for under this Agreement, the same shall not be unreasonably withheld, conditioned, or delayed.

15.11 **Indemnification.**

Developer covenants and agrees to pay, at its expense, any and all claims, damages, demands, expenses, liabilities and losses of any nature whatsoever resulting from the construction and development activities of Developer, its agents, contractors and subcontractors with respect to the development of Property, and to defend and indemnify and save the City and its officers, elected and appointed, agents, employees, engineers and attorneys (the “Indemnitees”) harmless of, from and against such claims, damages, demands, expenses, liabilities and losses, except to the extent such claims, damages, demands, expenses, liabilities and losses arise by reason of the gross negligence or willful or wanton act or omission of the City or other Indemnitees. Developer shall provide satisfactory proof of insurance covering such defense and indemnity of the City or other Indemnitees.

[SIGNATURES APPEAR ON FOLLOWING PAGES]
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:  

[Signature]

Frank Van Buer

Its:  

[Signature]

Mayor

ATTEST:

[Signature]

Donna Johnson, City Clerk

STATE OF ILLINOIS  

) ss

COUNTY OF DEKALB  

I, Michelle Anderson, a Notary Public in and for the County and State aforesaid, do hereby certify that Frank Van Buer and Donna Johnson, personally known to me to be the Mayor and City Clerk of the CITY OF DEKALB, a municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as the Mayor and City Clerk of said City, and caused the Corporate Seal of said City to be affixed thereto, pursuant to authority given by the Board of Trustees of said City, as their free and voluntary act and as the free and voluntary act and deed of said City, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26th day of April, 2007.

[Signature]

Michelle Anderson
Notary Public
My Commission Expires: 3/4/10

"OFFICIAL SEAL"
MICHELLE ANDERSON
Notary Public, State of Illinois
My Commission Expires 3/06/10
DEVELOPER:

DEKALB 343, LLC, an Illinois limited Liability company

By: __________________________
   JERRY R. KRUSINSKI

Its: __________________________

STATE OF ILLINOIS  )
COUNTY OF W I L L  )

I, __________________________, a Notary Public in and for the County and State aforesaid, do hereby certify that __________________________ personally known to me to be the __________________________ of DEKALB 343, LLC, an Illinois limited liability company, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as the __________________________ of said corporation as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this __________ day of ______________ 2007.

______________________________
Notary Public
My Commission Expires: __________________________
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DEKALB BUSINESS CENTER
LEGAL DESCRIPTION OF PROPERTY – EXHIBIT “A”

PARCEL 1
The West 1/2 of the Northwest 1/4 laying South of the Illinois State Toll Highway and lying East of the East right of way line of the Chicago and Northwestern Railway Company of Section 35, Township 40 North, Range 4 East of the Third Principal Meridian, excepting therefrom that part of the West 1/2 of the Northwest 1/4 of Section 35, Township 40 North, Range 4, East of the Third Principal Meridian, DeKalb County, Illinois, described as follows: Commencing at the Southwest corner of the said West 1/2 of the Northwest 1/4; thence Easterly on the South line of the said West 1/2 of the Northwest 1/4, 131.14 feet to the Easterly right of way line of the Chicago and Northwestern Transportation Company property being the point of beginning of the tract being described; thence Easterly on the said South line, 1191.68 feet to the Southeast corner of the said West 1/2 of the Northwest 1/4, 80 feet; thence Westerly parallel with the said South line of the West 1/2, of the Northwest 1/4 1155.28 feet to the said Easterly right of way line; thence Southwesterly on the said Easterly right of way line, 87.81 feet to the said point of beginning, all in DeKalb County, Illinois.

PARCEL 2
That part of the Southwest 1/4 of Section 35, Township 40 North, Range 4 East of the Third Principal Meridian, described as follows: Beginning at the Southeast corner of said Southwest 1/4; thence North, along the East line of said Southwest 1/4, 2642.56 feet to the Northeast corner thereof; thence Westerly, at an angle of 89 degrees 42 minutes 55 seconds, measured clockwise from said East line, along the North line of said Southwest 1/4, 2332.47 feet to the Southwesterly line of property described in Document No. 385340; thence Southwesterly, at an angle of 137 degrees 51 minutes 51 seconds, measured clockwise from said North line, along said Southeasterly line, 313.53 feet to the Easterly line of Federal Aid Route 24, said line being 80.0 feet Easterly of, as measured at right angle to, the center line of said Federal Aid Route 24; thence Southerly, at an angle of 132 degrees 22 minutes 17 seconds, measured clockwise from said Southeasterly line, along said Easterly line, 261.35 feet; thence Westerly, at right angles to said Easterly line, 20.0 feet; thence Southerly, at right angles to the last described course, parallel with the center line of said Federal Aid Route 24, and the tangent to the curve of the center line of Federal Aid Route 24, a distance of 1628.16 feet to an angle point; thence continuing Southerly, at an angle of 178 degrees 05 minutes 26 seconds measured clockwise from said parallel line, parallel with said center line, and center line tangent 542.63 feet to the South line of said Southwest
1/4; thence Easterly, at an angle of 87 degrees 52 minutes 00 seconds, measured
clockwise from said parallel line, along said South line, 2599.91 feet to the point
of beginning all in DeKalb Township, in DeKalb County, Illinois.

The above legal description also includes the following:
Lots 1, 2 and 3 in Vatne’s Subdivision, a subdivision of part of the Southwest 1/4
of Section 35, Township 40 North, Range 4 East of the Third Principal Meridian,
according to the plat thereof recorded December 16, 1957 in Book “K”, Page 9, as
Document No. 289083, in DeKalb County, Illinois.

PARCEL 3
That part of the East 1/2 of Section 35, and that part of the East 1/2 of the
Northwest 1/4 of Section 35, lying Southerly of the Southerly right of way line of
the East-West Toll High extension of the Illinois State Toll Highway Authority,
all in Township 40 North, Range 4 East of the Third Principal Meridian, DeKalb
County, Illinois.

Excepting therefrom the following: Lot 1 in Courtney’s Subdivision on part of the
Northeast 1/4 of the Southeast 1/4 of Section 35, Township 40 North, Range 4,
East of the Third Principal Meridian, according to the plat thereof recorded
December 11, 1968, as Document No. 346397, in Plat Book “O”, Page 60,
situated in DeKalb County, Illinois.

And including Lot 1 in Courtney’s Subdivision on part of the Northeast 1/4 of the
Southeast 1/4 of Section 35, Township 40 North, Range 4, East of the Third
Principal Meridian, according to the plat thereof recorded December 11, 1968, as
Document No. 346397, in Plat Book “O”, Page 60, situated in DeKalb County,
Illinois.
Exhibit

E

Description

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Development Guidelines
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Introduction

DeKalb Business Center is an approximately 343 acre planned development with a complimentary mix of uses; environmental and planning amenities; and, outstanding site accessibility. The overall intention is to create an environment of high physical quality that is optimally supportive of applicant’s business objectives.

DeKalb Business Center has been designed to provide different types and intensities of development including office, research and development, retail and commercial, light manufacturing and industrial uses. The design and business philosophy supporting this objective is a unified presentation of both hardscape and landscape to the public to create an organizing system which enhances value for individual building site developments. Of primary concern is the creation of a development in which the elements are harmonious to the natural environment of the site; compatible with each other and responsive to the content of the future growth and development south of Interstate, I-88.

These Development Guidelines have been established pursuant to the Declaration of Covenants, Conditions and Restrictions by the Design Review Committee (DRC) to serve as a practical reference regarding various aspects of site development with DeKalb Business Center (sometimes referred to as the “Development”), and are intended to supplement and clarify the Declaration. If there are any conflicts or inconsistencies between the provisions of Illinois law, the Articles of Incorporation, the Declaration, and these Guidelines, than the provisions of Illinois law, the Declaration, the Articles of Incorporation and these Guidelines (in that order) shall prevail. All standards set forth in these Guidelines are subject to all applicable governmental regulations. Drawings included herein are for illustration only, and are not intended to represent actual improvements. Amendments to the Guidelines may be made at any time by the Design Review Committee.

It is the intent of the Developer that the Guidelines and Declaration will ensure a high quality environment for business, with ample landscaped areas and attractive structures. The Guidelines and Declaration also serve to protect owners and occupants against improper uses with the DeKalb Business Center, as well as development which are inconsistent with the DeKalb Business Center’s character.
All plans for development within the DeKalb Business Center are reviewed for approval by the Design Review Committee. The Committee shall assist, and cooperate with, owners, architects and developers to assure compliance with the Guidelines and Declaration.

To facilitate the communication of these objectives, these Development Guidelines are organized into three sections. They are as follows: I. Master Development Plan; II. Individual Site Development; III. Quality Assurance. Each section is formatted to explain its specific objective and why it is needed, and what actions are required to achieve the overall goals.
I. Master Development Plan

Major design and functional elements integral to DeKalb Business Center are addressed in this section. These ideas and standards represent the key organizing systems that form the image of DeKalb Business Center and have the greatest public exposure.

The Master Plan was formulated to maintain visual harmony throughout DeKalb Business Center and to create an enhanced environment for business.

The Site's edges, entrances, circulation, hydrology, lighting and signage systems as delineated herein, provide the development framework and identity for subsequent Individual Site Development. It is our goal to accommodate individual expression within the unity of a common and enhancing set of design standards.
Development Overview and Plan

The Master Development Plan illustrates DeKalb Business Center at a proposed built-out condition. Structures, roads, landscape and other improvements have been located with respect to the project philosophy and the specific environmental, functional and aesthetic criteria that is documented within these guidelines. This plan is intended to be used as a flexible tool that is capable of accommodating and enhancing future development strategies.

The Master Plan for DeKalb Business Center establishes compatible land uses and delineates the planning rationale for technical, environmental, circulation, aesthetic and identity considerations, for the adjacent and surrounding areas.

Parcels have been strategically located. Access to and from the internal and external road network has been facilitated by the present and future site circulation network. Site views to the detention areas, wetlands, various open space and Illinois State Route 23 have been carefully controlled. And the parcel orientation to natural site contours including the physical components of the storm water management system, such as retention and detention ponds and overland swales, have been maximized to compliment development.
The Plan illustrates a proposed retail/commercial development of approximately 50 acres to the western border of the site. This will respond to the criteria of market demands and individual user’s needs, these parcels may be further subdivided or combined to yield a desired acreage.

The retail/commercial development blends well the mixture of industrial development in the central and eastern portion on the business park. The internal roads provide access and convenience to the Interstate interchange at Peace Road. Overall, the Development Guidelines provide strict conformance to the Master Development Plan.

This Master Development Plan also incorporates the potential for such future developments as major residential growth continues to the south and other potential commercial development to the east. It incorporates all exiting and proposed roads; open space, wetlands and the utility distribution networks.
Common Area Site Plan

The Common Area Site Plan delineates those improvements which will be completed by the Developer. Among the components included in this category are all on-site road rights-of-way; the entrances of DeKalb Business Center; wetlands; certain retention ponds and vegetative swales; development signage; lighting; landscaping and walking paths.

These components form a physically interconnected network comprised of natural landscape applications and "public" open spaces. Collectively, these improvements provide a common and repetitive theme for DeKalb Business Center and a planning tool for the development and orientation of existing and future projects.
Entrances

The major entrances at Illinois State Route 23 and Gurler Road provide the best opportunity for expressing the image of DeKalb Business Center. Appropriately scaled stone outcroppings with integrated lighting and signage; water features and landscape materials have been designed to evoke both the character and expansiveness and announce the arrival to DeKalb Business Center.

The importance of the entrance is amplified by vivid signage for directional use. Announcing these entrances into DeKalb Business Center will provide better traffic flow and circulation routes with the internal roads.
Circulation Corridors

Circulation corridors serve as connecting elements within DeKalb Business Center. Internal roads, with wide medians and generous setbacks emphasize spaciousness. These soft edges between roads and building site are created with land forms and natural landscape applications that recall the Site's exterior edge conditions and further reinforce the desired character of DeKalb Business Center.

The design of each road responds to the physical proportion of a parkway as a linear corridor. Meandering sidewalks near roads link with paths at the wetlands; individual sites; detention areas; and off-site areas to form the pedestrian walkway system.
Storm Water Management

Storm water management at DeKalb Business Center is designed to accommodate and respond to both utilitarian and environmentally sensitive criteria within a relatively seamless multi-use hydrologic system. The existing wetland, landscape ethic, water shed areas, water storage, and drainage patterns have served as the basis for a post-development hydrological solution. The commitment is to create a drainage concept that is a natural adjunct to the overall landscape design concept and water resources are protected for the benefit of DeKalb Business Center and its downstream neighbors. Water quality enhancement will be an integral facet of the overall storm water management plan.

The development shall be served by a regional storm water detention/retention system. These systems will act in tandem with underground pipes and swales to significantly improve water quality and reduce peak storm water run-off from the site.

DeKalb Business Center storm water detention requirements exceed the City of DeKalb regulations and ordinances; and are incorporated into the Annexation Agreement.
Signage

The comprehensive signage program at DeKalb Business Center is designed to provide consistent identification, information and directional communication in a distinctive and aesthetically pleasing manner.

This master planned signage system is essential for total project unification, value enhancement and to maintain quality control. Signage is one of the most valuable components within DeKalb Business Center, therefore, variations and reinterpretations of the shapes, colors and materials of the systems are employed from the entrance throughout, to all internal applications. It is intended that no individual sign will be dominant or distract from the quality or appearance of the total project.
Lighting

The lighting of DeKalb Business Center has been designed with respect to general tasks, not based on an individual or particular application. This coordinated system of lighting throughout DeKalb Business Center enhances the sense of an integrated environment. Lighting equipment, scale, finish, lamp type/wattage/color, and application criteria all contribute to an orderly and cohesive setting, while allowing for individual project identification. Lighting of the entries, internal roads, intersections, and pedestrian walkways, is achieved within the DeKalb Business Center lighting standards.

Low profile equipment is required and used throughout the site to avoid overscaling next to buildings, hardscape and people. Generally, street lights shall not exceed forty (40) feet in height and parking light poles shall not exceed thirty (30) feet in heights. Pedestrian light bollards are typically three feet in height.

Warm-white metal halide lamps are used for long life, energy efficiency, and to provide good color, rendition of natural and manmade materials.

Low-to-moderate lamp wattages are used in optically controlled luminaries for minimal glare and light spillage. Generally, street lights use 1000 watts; parking lot lights use 400 watt; and pedestrian bollards use 75 watts.

Lighting equipment meets the earth, or ground plane, in a neat, consistent fashion. Light poles and bollards are mounted on bases for stability and in order to maintain appropriate elevations. These bases should protrude above grade in order to provide mowing curbs. All bolt fittings are hidden within lighting equipment or by base covers.
II. Individual Site Development

Individual Site Development is guided by the criteria described in this section, and other fenced material (e.g. Annexation Agreement, etc.). This material provides the means for establishing the desired quality for individual site development within DeKalb Business Center.

Site organization planning principles which are derivative of the Master Development Plan have been integrated with design parameters for such systems as landscape, signage, zoning criteria, site coverage, open space, hardscape and lighting.

Development density regulations, site development principles and architectural treatments are guidelines that apply to all building sites at DeKalb Business Center.

The purpose of the Design Review Committee (DRC) is to ensure that all site development within the property is of a consistently high quality, thus helping protect and enhance the enjoyment and investment of all those locating within the development.
Site Organization

The design philosophy outlined in the Master Development Plan section includes standards for all DeKalb Business Center development. The following set of Development Guidelines establishes detailed principles of site development governing individual building sites. These topics may go beyond the scope of governmental regulations and zoning conditions. The standards convey the strong design concept and project philosophy in a manner that is either advisory or mandatory.

-Site Density

The density of individual site development subscribes to a design standard which affects the overall character of DeKalb Business Center and creates a distinctive environment of appropriately distributed buildings within the context of open space. Density is assessed and controlled by employing the Site Coverage Area (SCA) and Floor Area Ratio (FAR) criteria.

The “Site Coverage Area” (SCA) is determined by dividing that area of a building site which is covered by buildings, parking lots and roadways, by the gross area of the associated building site. By establishing maximum site coverage for each site, an optimal amount of open space landscape area is ensured for both the individual parcels and the entire development. Open space is defined as grass, trees, shrubs, flowers, vines ground cover, native plant materials, planters; pedestrian circulation areas such as walks and plazas, permanent water forms, fountains and wetlands; provided, however, that the use of paved areas or other inorganic materials shall not pre-dominate over the use of organic plant material.

Individual lots shall be allowed site coverage of up to seventy (70%) percent and may, subject to criteria herein, be allowed up to ninety (90%) percent. In order to qualify for site coverage of ninety (90%) percent, it is agreed that, at the time of submittal of the preliminary plat and plan, Applicant must demonstrate compliance with three (3) of the performance criteria listed below, including but not limited to:

- Providing a release rate from a storm water detention/retention facility that exceeds the City of DeKalb’s requirements;
- Submitting for approval developments on sites that are fifteen (15) acres or larger in size;
- Construction of separate pedestrian or walkway paths;
• Demonstration of a development using highly innovative architectural, site planning and
land use design of a caliber rarely used in the DeKalb area and of such a quality as to
set an excellent example for subsequent developments.

This will ensure that the building sites at DeKalb Business Center are developed within the
high quality standards set forth in these Development Guidelines.

The "Floor Area Ratio" (FAR) guideline will direct the applicable amount of land proposed for
a project. The zones for the various floor area ratios allowed at DeKalb Business Center are
depicted in the Annexation and Development Agreement and the accompanying diagram.
Floor area ratio is determined by dividing the gross floor area of the building(s) on a lot, by
the total acreage of the building site. Parking surfaces and outside storage areas are not
included in the calculation of permitted floor area.

The Floor Area Ratio (FAR) shall not exceed 0.75 (75%) for an individual lot containing a
single story building. The Floor Area Ratio may be increased to 1.0 (100%) for building that
are two stories or greater, if deemed appropriate by the Design Review Committee to the
proposed character and use.
-Zoning and Allowable Uses

DeKalb Business Center has been zoned to include the following development: office, research and development, retail and commercial, light manufacturing and industrial. This zoning is further defined in the City of DeKalb's Unified Development Ordinance in the "PD-1" Planned Development Zoning District. This is also defined and detailed in the Annexation Agreement. These areas have been strategically located to optimize the flexibility and utility of the Master Development Plan and are subject to change without notice.

The following uses shall not be permitted in any part of the development:

a. Any use that is in violation of any statute, law, ordinance, regulation or ruling of any public authority having jurisdiction.

b. Any use that in the opinion of the Design Review Committee could produce adverse effects upon the development in terms of the health, safety or welfare of persons or which may be harmful to the improvements or which in the opinion of the Committee does not comport with the intent of the Development Plan for the Master Development.
-Setbacks

Setbacks and easements are general categories for the preservation of land areas within private property. These areas have been identified for a planned use that will provide economic and aesthetic benefits to an individual development and DeKalb Business Center. These building and parking setback lines for the development have been designed to establish a coordinated streetscape image, as well as to provide sufficient space between streets and buildings and parking areas ensuring privacy and sound control.

In general, Building and Parking Setbacks from any public right-of-way along Route 23 and Gurler Road shall be not less than fifty (50) feet. Building and Parking Setbacks from property lines adjacent to other properties along a right-of-way shall be a minimum of thirty (30) feet. Building and Parking setbacks from property lines not adjacent to a right-of-way shall be as follows:

<table>
<thead>
<tr>
<th>Location</th>
<th>Building Setback</th>
<th>Parking Setback</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adjacent to Route 23 and Gurler Road</td>
<td>50'</td>
<td>50'</td>
</tr>
<tr>
<td>Adjacent to other R.O.W.</td>
<td>30'</td>
<td>30'</td>
</tr>
<tr>
<td>Not adjacent to other R.O.W.</td>
<td>20'</td>
<td>5'</td>
</tr>
</tbody>
</table>

The Design Review Committee shall have the right of approval for any reduction in yard setback standards, subject to the City of DeKalb's approval.

Exclusions: The following improvements may be excluded by the Design Review Committee from these setback restrictions.

1. Improvements below and covered by the ground.

2. Steps, sidewalks, driveways and curbing as approved by the Design Review Committee.

3. Landscaping as approved by the Design Review Committee.

4. Signs and site furniture – natural objects, flagpoles, statues, benches, tables, etc as approved by the Design Review Committee.
-Building Heights

The maximum building height allowable is 100 feet. Additional building setback lines for building heights over 40 feet are required. These setbacks shall be increased by one (1) foot for each additional one (1) foot in height above 40 feet.

-Service Areas

Service areas should be as simple, understated and efficient as possible. These areas should not interfere physically with other building or circulation operations. Service areas and/or trash storage areas must be screened where practical from the view in a manner that is consistent with landscape and architectural design criteria. Mechanical equipment (e.g. transformers, etc.) that are located away from a building must be screened from public view, where practical. The screening of ground equipment in service areas shall be solid walls that are compatible with the primary architecture of building materials or heavily landscaped providing a visual buffer with plant material. Service elements such as truck docks and loading doors should be arranged in an organized manner that is integrated into the building design.

The following criteria define outside equipment and storage parameters:

Outside Equipment

1. No articles, goods, materials, fixed machinery or equipment, vehicles, trash, animals or similar items shall be stored or kept in the open or exposed to view from adjacent sites and streets without the prior written approval of the Design Review Committee.

2. Any articles, goods or materials to be stored other than in a building shall be screened from adjacent sites and streets, where practical. Screening must be architecturally compatible or landscape features harmonious with the building design to minimize line of site. Chain link fencing shall not be considered screening material.

3. Vehicles shall be stored in approved areas only.
4. Approval shall not be required for the temporary storage of materials, equipment and supplies needed to the construction of permanent improvements upon a site, provided they are completely removed immediately upon completion of construction.

Waste and Refuse

1. All waste material or refuse shall be stored and maintained in closed containers screened from view by permanent structures, solid fencing, or landscaping compatible with the building’s design. All waste and refuse shall be frequently and regularly removed from the site.

Loading and Servicing Areas

1. Loading and servicing areas shall be designed so that the entire operation is conducted within the confines of the site. No loading vehicles may extend beyond the site boundary line, and no turning movements will be permitted in the streets.

2. Loading and servicing areas shall be adequately screened from streets and building entrances by architectural or landscape features where practical and shall be designed as an integral part of the building architecture.

3. Loading and servicing areas for the retail/commercial area shall be primarily located in the rear of the building except where not practical.

4. All areas used for loading and servicing shall be paved.

Fencing and Walls

1. No fence or wall of any kind shall be constructed unless written approval is secured from the Design Review Committee.

2. Materials and colors for fences and walls shall be compatible with building architecture.

3. Black vinyl coated chain link fencing is permitted except within 30 feet of a public right-of-way.
Ancillary Buildings

All major and minor structures on a lot shall share a common architectural theme and design characteristic to provide an architectural unity. Secondary buildings that are detached should relate to the primary structure in a coherent and reinforcing manner.

Mechanical and Process Equipment

These elements should be planned and visually integrated into the overall building concept. The following criteria define the desired goal.

1. No HVAC, electrical or other equipment shall be installed on the roof of any building unless screened, covered or installed in a location which falls outside the line of sight of a person standing at the center line of the adjacent public right of way, where practical. All equipment shall be painted so it is harmonious to its location.

2. Objects such as water towers, storage tanks, processing equipment, cooling towers, communication towers, vents and any other improvements or equipment shall be compatible with the building architecture or screened from adjacent sites and streets as best as possible.

3. Adjacent to other R.O.W. all communication devices that are envisioned for building locations must be reviewed and approved by the Design Review Committee.
Site Grading

The design and civil engineering for the site is a critical component of the DeKalb Business Center submittal review. The submittal shall include existing and proposed topography, existing and proposed utility plan, storm water design and erosion control plan. The following design criteria are recommended.

1. Site grading shall be done in such a way as to preserve and enhance the topographic features and existing drainage patterns to provide positive drainage.

2. No slopes of any type shall be steeper than 3:1, unless approved by the Design Review Committee. Where space limitations demand, terracing with an approved retaining walls shall be utilized.

3. Where retaining walls are required, they shall be of a material compatible with the building architecture.

4. Berms, channels, swales, etc. shall be graded in such a way as to be an integral part of the grading and paved surface, and designed with smooth transitions between changes in slope.

5. Existing drainage ditches on a site shall not be altered without approval of the Design Review Committee, and storm water overflow routes shall be maintained.

6. Site grading and drainage shall take into consideration drainage from adjacent lots.

7. All new permanent utility lines shall be underground, and should be located and installed so as to avoid damage to existing vegetation.

8. All new utility appurtenances including telephone pedestals, utility meters, transformers, etc. shall be located as far from the street as practicable and shall be screened so as not to be visible from the street.

9. No open cuts in the streets where final surface has been installed shall be made for utility connections without approval of the Design Review Committee.
- Site Circulation Automobile and Truck Traffic

The site circulation system for automobiles and truck traffic for the overall site development includes the internal and perimeter roadways and intersections. It is from these roads that DeKalb Business Center is first observed. Therefore, the roadway system has been conceived as a project image zone to both DeKalb Business Center and individual building sites. In a manner similar to the major entrances for DeKalb Business Center, the entry drive and associated auto and truck court are to become image zones into individual building sites. It is our goal to integrate unique identity elements at all of the entry drives to individual parcels.

Entry Drives

These will be located from a right-of-way to the individual building sites. The entry drives will connect the proposed building(s), auto/truck courts, and/or parking lots to a project address street.
Auto /Truck Courts

The auto/truck courts will provide the transition from the building entry to the entry drive. The entry drives are points of ingress/egress for each individual building site and extend from the public road to an auto/truck court or internal site circulation system. By either limiting the number and/or sharing entry drives, traffic conflicts and streetscape interruption will be minimized. The location and number of entry drives will depend upon the Applicant’s development program and the existing and future condition of the building site. Curb cuts, and the proposed distance between curb cuts shall be reviewed by the Design Review Committee.

Sleeves for underground utilities should be provided under pavement as required for utility distribution. Illuminated identity signage may be included on one side of the entry drive. The signage may not block or interfere with sidewalk alignments, vehicular site lines or utility easements. The signage should be incorporated with landform(s), planting and the pedestrian walkway system. Collectively, the entry to each parcel should be planned to create a distinct series of spatial experiences.
- Rail Service

Rail users agree to adopt the following rail use regulations to restrict the time and quantity of rail car parking on sidings and spurs within the DeKalb Business Center, including these minimum standards:

1. No rail car shall be parked upon a siding that directly services a building for more than thirty (30) days, and in no case shall a rail car be used for any purpose other than the delivery or shipping of raw materials or goods related to that use;

2. No rail car shall be parked upon a spur or internal passing track for more than seven (7) days;

3. No rail car shall be parked upon a public right-of-way or in a location or manner that restricts visibility or access for vehicular traffic upon any public street. The only time rail cars shall be allowed within a public right-of-way or area that restricts visibility or access is during active maneuvering.

-Parking

These guidelines provide criteria for parking area design. However, further detailed information can be found in the Annexation and Development Agreement, which is partially reproduced herein.

Parking is restricted to paved and designated areas only. Parking shall be provided on the same individual building site as the main buildings which require the parking. Shared parking solutions are permitted only with approval from the Design Review Committee and by satisfying the requirements of the Annexation and Development Agreement.

Parking, service access drives, and miscellaneous internal auto circulation shall be as required by the development program and shall provide safe access to each facility.

Fire lanes shall be in entry service drives, integrated with site design and as required by the City of DeKalb Fire Department. Grass pavers may be used to provide fire access within landscaped areas.
Typical Parking Stall Design

<table>
<thead>
<tr>
<th>Parking Angle</th>
<th>Aisle Width</th>
<th>Stall Depth</th>
</tr>
</thead>
<tbody>
<tr>
<td>90°</td>
<td>24'</td>
<td>19'</td>
</tr>
</tbody>
</table>

The length of a ninety (90) degree automobile parking stall may be reduced to eighteen (18) feet, and the overall length of such stalls may be reduced from sixty-two (62) feet to sixty (60) feet, curb to curb or aisle to aisle. The length of a ninety (90) degree parking stall may be reduced by another foot, to seventeen (17) feet, provided that a curbed, landscaped area is provided for the additional car overhang, with a minimum of one (1) foot clear overhang at the front of the stalls. In no case, shall drive aisle be less than twenty-four (24) feet in width.

- Handicap stall sizes all conform to the requirements of the Illinois Accessibility Code.
- Areas for vanpool parking shall require review, as part of the site plan review process, of the module and the stall width.

Parking, Driveways and Sidewalks

1. No overnight on-street parking is allowed within the development. On-site parking areas shall be sufficient to serve the business use conducted on each site.

2. The number and location of access drives per site will be subject to review by the Design Review Committee to ensure traffic safety and the intended landscape continuity of setbacks, while allowing the necessary flexibility for development.

3. Adjacent sites may share a driveway with Design Review Committee approval.

4. All surfaces used as parking, driveways or walkways shall be paved with a material acceptable to the Design Review Committee.

5. All paved areas used for auto parking or entrance driveways shall be bordered by curbs and gutters.

6. Concurrent with the construction of improvements in a lot, the owner shall construct paved sidewalks in accordance with the Development Guidelines. The owner shall maintain and repair all sidewalks at all times.
Number of Spaces

The allowable number of parking and loading spaces shall be based on each of the principal uses as defined in the city of DeKalb’s Unified Development Ordinance, Article 12, unless a reduction is granted by the City of DeKalb as a condition of its site plan review.

Gross Floor Area

The term “gross floor area” (GFA) as used in this parking category shall mean the “gross floor area” as defined in this Agreement except that public lobbies, common mall areas, atriums and courtyards provided solely for pedestrian access to the building from the exterior or for aesthetic enhancement or natural lighting purposes shall be excluded.

Shared Parking

Cumulative parking requirements for mixed-use occupancies may be reduced where it can be determined that the peak requirement of the several occupancies occurs at different times (either daily or seasonally). Parking requirements for retail and restaurant uses may be reduced where it can be determined that some portion of the patronage of these businesses comes from other uses (i.e. employees of area offices patronizing restaurants) located within a maximum walking distance of 800 feet.
Storm Water Management

The landform/topography at DeKalb Business Center requires that each Applicant carefully consider the impact of grading and drainage for an individual project upon the overall hydrologic solution envisioned for DeKalb Business Center. Detention, the release of storm water, and compatibility of relationships between buildings, surface parking, roads, auto and truck courts, and adjacent properties must be considered for the storm water management and grading solution for each site. Internal site drainage that is subordinate to the Master Development Plan and is consistent with all regulatory design criteria is the responsibility of the Applicant.

An overview of the storm water management concept recognizes that the regional detention is capable of providing substantial flood storage for DeKalb Business Center in accordance with the regulations and ordinances prior to a controlled release off-site. As a part of this regional detention plan, the design of individual parcels must be carefully designed and coordinated with the regional development as each site is developed. This will ensure that the off-site release into the down-stream areas and eventually flow into the Kishwaukee River is less then its existing condition and the water quality will be improved to prevent sedimentation downstream.

Prior to the development of any building, site plans and calculations must be submitted to the Design Review Committee and all applicable governmental and regulatory agencies. The submittal must substantiate that the proposed hydrologic solution is in conformance with all jurisdictional criteria.

Surface drainage into adjacent building sites is prohibited unless provided for by a drainage easement and approved by the Design Review Committee.

Roof runoff for buildings and parking structures must be directed into interior roof drains or to gutters and downspouts connected to a subsurface drainage system or impervious surfaces all tributary to a detention pond.

The storm water management for each facility will be in conformance with both DeKalb Business Center and City of DeKalb requirements.

Drainage swales shall be overland whenever possible and planted with appropriately hardy native landscape materials. All site grading will be done in such a way as to create pleasing features with positive drainage.
All grading shall be designed to meet the following standards:

<table>
<thead>
<tr>
<th></th>
<th>Minimum Slope</th>
<th>Maximum Slope</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface Parking Lot:</td>
<td>1.0%</td>
<td>5.0%</td>
</tr>
<tr>
<td>Roadways (Cross Slope):</td>
<td>2.0%</td>
<td>2.0%</td>
</tr>
<tr>
<td>Roadways (Longitudinal Slope):</td>
<td>0.5%</td>
<td>6.0%</td>
</tr>
<tr>
<td>Landscape Areas:</td>
<td>2.0%</td>
<td>33.0%</td>
</tr>
<tr>
<td>Landscape Drainage Swales:</td>
<td>2.0%</td>
<td>5.0%</td>
</tr>
</tbody>
</table>

A smooth, vertical transition between changes in slope shall be required. Landforms or berming may be used to vertically screen parking lots truck courts. Owners may replace open drainage ditches on their site with underground storm water pipe upon approval of the Design Review Committee.

Terracing should be provided utilizing retaining walls where the space cannot accommodate the maximum slope. Retaining walls should be a material compatible with the building architecture and landscape character.
Architectural Criteria

Architectural elements of individual building lots must be approved by the Design Review Committee. The intent of these Development Guidelines is to allow flexibility for individual architectural expressions. However, certain general statements can be made with regard to architectural character.

A major emphasis at DeKalb Business Center consists of developing an architecturally integrated and harmonious complex. The design of buildings should generally consider and respond to adjacent buildings with respect to massing, scale, color, circulation and to the total development. Correct orientation of buildings to adjacent buildings and their settings; and the overall circulation patterns will achieve a cohesive site character. Finished design material and solutions should be consistent on all sides of a structure that is visible to the general public and/or visible from neighboring building sites.

Service and storage areas should be screened to prevent views from streets and adjacent properties as best as possible. Additionally, these areas should be designed as an integral part of the building architecture.

Because a substantial degree of variation is anticipated within unique architecture solutions to individual programs, sites and budgets, the following criteria is intended to provide aesthetic and planning direction.

-Building Planning

Building forms should be designed to create and define visually attractive and functional exterior spaces. The massing of all structures should be located with respect to one another according to generally accepted compositional patterns that create a sense of unity. The site planning should situate all structures in a manner that is sensitive to surrounding roads and open spaces.

Thoughtfully designed building elements should be organized in a harmonious manner that will result in a distinctive skyline. When possible, building and building compositions should be of varied height to add variety and interest.

Facades should be designed to convey a sense of order through the interplay of light shadows and texture. Façade articulation should reinforce a sense of quality and integrity. A sophisticated refinement of the building proportions and fenestration details should be carefully conceived.
The building base should be designed to express a pedestrian scale, anchor the structure and orient the users to all entrances. Variations in materials, surface textures, height, colors, openings and recesses that create light and shadow enhance visual interest. The use of elements that define and organize space at the ground plane such as arcades, colonnades and covered walkways are desirable.

-Exterior Construction

Exterior walls shall be of face brick, stone, glass, pre-cast concrete wall panel, exposed aggregate wall panels or their equivalent or better, or any combination thereof if used in an attractive application as determined by the Design Review Committee. No building exterior shall be erected on any site within the DeKalb Business Center that consists of corrugated metal or exposed concrete block as the primary building component, except concrete block with an architectural decorative finish. EIFS shall not be used as the primary façade material, however it can be utilized for accent trims.

The detailing of materials and forms should express a sense of sophistication and interest. Material colors and finishes, jointing, and patterns of materials should be a component of the overall architectural concept.

It is desirable to avoid the appearance of monolithic or forbidding structures. Accent colors may be used to identify special areas, site/building elements and/or entrances. Façade colors shall be of low reflective, subtle neutral, or earth tone colors. The use of high intensity, fluorescent colors is prohibited.

The building cladding materials should be selected to enrich the building to give off a sense of character and individuality. Materials should not be used to form any highly contrasting or over-sealed graphic pattern that would cause visual distraction.

The approval of exterior building materials, including type, color, texture and durability, and the extent of use of any single material or combination of materials shall be solely at the discretion of the Design Review Committee.

Retail and Commercial Design

Within retail and commercial development, uninterrupted façade lengths in excess of one hundred (100) feet shall not be permitted along primary building fronts. Architectural features shall be incorporated along a minimum of 20% of the non-primary façade length. Windows, awnings, recesses and projections shall articulate a minimum of 60% of the primary elevation facing a public street.
Smaller retail stores that are part of a larger principal building shall have display windows and separate outside entrances.

Variations in rooflines shall be utilized to reduce the scale of large structures and add visual interest. Structures must incorporate a variation of the following elements: parapets; overhangs, hip and gable roofs and varying cornice elevations. The use of a variety of decorative trim around windows, doors and roof cornices shall be used in the building design.

Each principal building shall have a clearly defined entrance and storefront glazing shall be non-reflective glass and shall comprise a major portion of the elevation under the sign band.

The height and scale of the development shall be compatible with similar type buildings within the immediate area whenever practical. The development shall transition from the height of adjacent developments. The scale of the structures shall relate to adjacent pedestrian spaces by means of landscape and streetscape sensitive design elements.

Façade colors shall be of low reflective, subtle neutral, or earth tone colors. The use of high intensity, fluorescent colors is prohibited.

Primary building façade material shall be masonry, stone, tinted/textured architectural concrete masonry, architectural precast, brick, or a combination thereof; EIFS or siding materials shall not be used as the primary façade material, but can be used for accent trim, sign bands, soffits and gable ends.

Enhance and maintain a strong definition of the public space. Incorporate amenities such as benches, bike racks, and planting features in open areas of development. All open areas available for passive use shall have a safe pedestrian access. Retail developments over 50,000 square-feet of building area development shall provide a community amenity exemplified in a patio/seating area, a water feature, a clock tower, or a pedestrian plaza with benches.
Signage

The Signage Requirements for DeKalb Business Center are intended to create a high quality sign program of specific standards and sign types. Rather than merely setting height and size requirements, the self-contained signage requirements identify the actual form and configuration of most primary signs, and in certain cases even the location. All signage at DeKalb Business Center is subject to review and approval by the Design Review Committee. The signage requirements divide signage into the physical areas or improvements which the signs relate to and the sign types. The areas and improvements include all of DeKalb Business Center developments, sites, and individual buildings. It should be noted that project signs are intended to be constructed by or with the written approval of the Design Review Committee.

The sign chart summarizes the primary signs and also provides examples of the desired signage program allowed in each area.

<table>
<thead>
<tr>
<th>Sign Type</th>
<th>Sign Name and Type</th>
<th>Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Temporary</td>
<td>Project Identification</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Marketing</td>
<td></td>
</tr>
<tr>
<td>Development Identification</td>
<td>Primary Entrance</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Secondary Entrance</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Internal Identification</td>
<td></td>
</tr>
<tr>
<td>Individual Building</td>
<td>Building Identification</td>
<td></td>
</tr>
</tbody>
</table>
-Sign Standards

The purpose of the sign standards is to establish a coordinated program that provides for graphic communication in a distinctive, consistent and aesthetically pleasing manner. All proposed signs must be submitted to the Design Review Committee for approval before installation. All signs shall be maintained in a safe and presentable condition at all times.

There are three (3) types of signs employed within the park: development identification, individual building and temporary signs. Any other type of sign treatment requires a request for variance prior to approval. The following defines the function, location, graphic and basic construction criteria for each category. Construction specifications, including park standard colors and copy size, for each category are available from the Design Review Committee.

-Development Identification

Primary Development Entrance identification signs are to clearly define the business park traffic entrances. These signs are to be illuminated and provide directional information.
Secondary Development Entrance identification signs are to clearly define the secondary access to the business park. These signs are to be illuminated and provide directional information.

- Building Identification Signs

All industrial buildings are to be clearly identified with a free standing Building Identification Sign. These signs shall clearly provide the occupants name, address and street name. Multi-tenant occupants shall be provided appropriate signage provisions to clearly identify all tenants.

An occupant may also use a building mounted Building Identification Signs. These signs shall be designed so as to be compatible with the building's architecture, material and color. All such signs must be approved by the Design Review Committee prior to installation.

1. Size

There are two sign heights available, five (5) or seven (7) feet. The five (5) foot height is for identifying a single tenant occupant. The seven (7) foot height may be used for a single or multi-tenant occupancy. All signs are to be a standard width of six (6) feet.
2. Layout
   A designated area is reserved for occupant identification and may include the occupant’s
   logo and/or logotype. Occupant identification may be silk screened, pattern cut vinyl
   copy or raised style lettering. A margin of 3” must be maintained around this area.
   
   Address numerals are to be located in the designated area at the top of the sign.

-Temporary Project Signs

Temporary project signs are allowed within the development only if consented by the DRC.
Only one temporary marketing sign shall be permitted on a site any given time and must be
removed immediately upon completion of construction or marketing activity. A single
temporary sign may contain both marketing and construction information.

1. Size

   Temporary Signs typically shall be single faced and mounted parallel to the street.
   Construction is to be post and panel using vinyl coated wood with 4” x 4” posts. The
   signs shall use a vertically mounted 5’ x 8’ panel and have a total height of 10’0”.
   The maximum overall width for temporary signs is 6’0”. These signs shall be located a
   minimum of 12’ from the curb.

-Roadway Identification Signs

Traffic Control Signs shall be of aluminum construction and shall have panel faces and
heights which meet the requirement of the Department of Transportation requirements.

Directional signs display directions and/or regulating information for circulation within the
site. They typically would be post and panel units with a maximum height of 9’6”. Sign
panels are to be 18” or 24” in width and 24” in height.
Lighting

Lighting has a significant influence on impressions of safety, security, sense of place and image. Particular attention must be given to lighting levels—intensities, directions, and uniformity; glare; color of light; scale of lighting equipment; equipment finishes; equipment locations; maintenance of lighting equipment; and, structural integrity.

Specific areas to which these guidelines apply shall include, but not be limited to “functional” lighting of: roadways, entry ways; intersections; public areas; pedestrian ways; parking lots; signs; and, “decorative” lighting of: building facades; landscaping; and, auxiliary functions.

The following details guidelines for site lighting which will enhance the sense of site continuity and contribute to a pleasant, orderly scene and settings.

-Scale of Lighting Equipment

Low profile lighting equipment should be used throughout to avoid over scaling next to buildings and people.

- Development roadway lighting poles shall not exceed forty (40) feet in height overall above grade;
- Individual site roadway and parking lighting poles shall not exceed thirty (30) feet in height overall above grade;
- Signage and landscape lighting posts and luminaries shall not exceed three (3) feet in height overall above grade.

-Color of Light

Lighted appearance at night contributes significantly to an appearance of community and order. Specifying color-of-light (“whiteness” of the light) assures consistent color of light from site to site. Additionally, color appearance of architecture, landscape, people and vehicles allows for ready identification and rather true color-viewing by observers/users. To assure appropriate color of light and color rendering of light:

- All light sources shall have a color temperature of between 2,500 degrees K and 3,500 degrees K, unless specific color differences for accenting effects are approved.
- All light sources for applications on site shall match as closely as possible in color temperature, unless specific color differences for accenting effects are approved.
- All light sources shall have color rendering indices greater than 69 CRI, unless specific monochromatic sources for accenting effects are approved.

-Codes, Standards and Guidelines

At all times and for all applications, the following codes shall apply:

- City of DeKalb; and any other applicable national and local codes as may be prescribed by local ordinance, state, or federal law.

All codes, standards, and guidelines shall be those as prescribed and current as of the date of lighting design/engineering submittal for review and recommended disposition by the City of DeKalb.

-Operational Considerations

Lighting use should not be wasteful. Lighting criteria for any areas not within the public right-of-way and/or not intended for public use after or before posted hours of operation may be reduced between an hour after hours of operation cease and an hour before hours of operation commence. At all times, however, consideration shall be given to providing a security level of lighting.

-Controls

Switching lighting equipment “on” at dusk or during darker-day conditions, and “off” at dawn or during light-day conditions can enhance sense of community, safety and order. All “functional” exterior lighting shall be controlled via photocell(s) for the “on” sequence. For all exterior lighting, the “off” sequences shall be timed off, except for those lights intended to remain energized until dawn, which shall be controlled “off” via photocell.

-Maintenance

Maintenance of lighting shall consist of spot relamping and group relamping and luminaire cleaning programs based on lamp and luminaire manufactures’ and consultants’ recommendations and implemented throughout the period of ownership. Maintenance shall also consist of painting/touch-up of lighting equipment on a periodic basis in order to maintain a clean, consistent appearance and to minimize exposed metal and oxidation. All spot relamping shall occur within thirty (30) days of failure. All relamping shall be done with lamps as originally specified, unless equivalent light output, identical color temperature, color rendering, reduced wattage lamps are available.
Other Issues:

In addition to the previously stated lighting guidelines, the following issues shall be considered and addressed:

- Neat, consistent method of lighting equipment meeting grade
- Mounting methods assuring lighting equipment stability
- Mowing/snow removal curbing where lighting equipment meets grade
- Mounting methods’ appearance (e.g. base covers over bolts)
- Neat, consistent orientation of access plates (e.g. orient hand-hole access plates away from streets and pedestrian ways.)
Landscaping

The Landscape Standards are intended to promote compatible and continuous landscape treatment throughout the development, and to minimize disturbance to and loss of native trees and woodlands. The primary design objective is to visually integrate new development with the natural surroundings. The landscape plan should emphasize naturalized design by utilizing plant material that is sympathetic in color, form and texture to the naturalized planting goals.

Planting is required for all landscape areas within building sites, including utility and drainage easements and setbacks. The planting shall be informal at the building site perimeter, and may become more formal closer to the buildings and parking areas, auto courts and courtyard plazas.

More specifically, the standards are intended to provide for an attractive, well-maintained appearance in areas not covered by buildings or parking, and minimize the adverse visual impact of large paved areas.

-Landscape Area Designations

A hierarchy of landscape areas has been established to give the development a sense of order and orientation. The following identifies each landscape area as well as the responsibilities of both the Owner and DeKalb Business Center specifically as they relate to installation and maintenance.
1. Primary Landscape Area

Landscaping within the primary landscape areas, and at the development entrances, shall be installed by the Developer and maintained by the Association, pursuant to easement reservations where these areas lie within a site. Any disturbance to the grading or landscaping of these areas must be approved by the DeKalb Business Center Committee and must be repaired or replaced in kind.

This landscaping is subject to a minimum one-year warranty, following acceptance the maintenance responsibility shall be transferred to the Association.

a. In all cases these areas shall have a ground plane of lawn to maintain continuity and shall incorporate bermsing to give relief to the landscape and to adequately screen parking. A minimum of 6” of topsoil shall be used for lawn and plant beds.
b. Continuous berms varying in height approximately 2'-4', except at curb cuts, is required, with smooth transitions to existing berms. Supplementary trees of not less than 2½ " in caliper along the street frontage. Trees shall be massed informally to articulate the building face and should not be spaced evenly along the street.

Supplementary trees may include, but are not limited to, the following:

<table>
<thead>
<tr>
<th>Scientific Name</th>
<th>Common Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acer platanoides</td>
<td>Norway Maple</td>
</tr>
<tr>
<td>Celtis Occidentalis</td>
<td>Hackberry</td>
</tr>
<tr>
<td>Fraxinus Americana</td>
<td>White Ash</td>
</tr>
<tr>
<td>Fraxinus Pennsylvania</td>
<td>Green Ash</td>
</tr>
<tr>
<td>Ginko Biloba</td>
<td>Ginko (male cultivar only)</td>
</tr>
<tr>
<td>Phellodendron amerense</td>
<td>Amur Cork</td>
</tr>
<tr>
<td>Gleditsia-all inermis species</td>
<td>Honeyiocust (thornless)</td>
</tr>
<tr>
<td>Pyrus calleryana</td>
<td>Pear</td>
</tr>
<tr>
<td>Quercus-all species</td>
<td>Oak</td>
</tr>
<tr>
<td>Tilia-all species</td>
<td>Linden</td>
</tr>
</tbody>
</table>
2. Site Landscape Area

The site landscape area consists of the area within the site boundary lines not covered by buildings or vehicular paving or identified as a primary landscape area. Installation and maintenance of landscaping within the site landscape area is the responsibility of the Owner, and the landscape plan must be approved by the DeKalb Business Center Committee.

In general, plant material sizes and quantities shall follow the standards set forth in the City of DeKalb – Unified Development Ordinance for planned development districts.

Examples of plant materials to be used in the site landscape area shall include canopy, ornamental and conifer trees, deciduous and evergreen shrubs, native forbs and grasses, native and ornamental annual and perennial flowers, groundcovers, and blue grass, buffalo and fescue grasses.

Canopy trees may be used in parking lots, along drives, plazas, auto courts and open lawn areas. Trees planted in formal rows shall be uniform in size and shape. Trees planted in open space areas may vary in caliper to reinforce the indigenous landscape concept. A unifying element of the native landscape concept is the planting of trees in irregularly spaced groupings.

a. Ornamental and small trees may be used in parking lots, along drives, plazas, auto courts and in open areas as individual or support group plantings, to screen objectionable views, and for backdrops.

b. Conifers shall be grouped and used for climate control, winter interest, to screen objectionable views or to frame desired views.

c. Shrubs may be used in groupings or masses to define spaces, screen, provide backdrop and seasonal color, and articulate entries and signage. They shall be maintained with their natural form and growth habit.

d. Small or dwarf tree varieties may be used with a minimum size of 3' to 4' height or spread.

e. Groundcover (including lawn areas) may be used where low growing planting is required. The plants should be planted or spaced for full coverage of the area within two years.
f. Native and ornamental annual and perennial flowers are encouraged in high visibility areas such as entry drives, auto courts, plazas, etc.

g. All plant material shall be hardy and disease resistant and suitable for the site condition. Plant material used around walks, pedestrian areas, or parking lots shall be free of odorous or messy fruit, seeds and thorns, resistant to salts and heat tolerant.

h. Lawn areas may be sodded or seeded.

i. As an exception to the minimum site landscaping requirements, Owners anticipating future building expansion may request an exemption from the DeKalb Business Center Committee from the tree planting requirement in the area predesignated as being within the future building or parking area footprint. All other landscape requirements apply to expansion areas.

j. The transition between new and existing improvements should respect existing view lines and grades. Planting shall allow sufficient sight-lines for safe traffic circulation and adequate snow removal areas.

-Irrigation

The Applicant is encouraged to install an underground irrigation system for the site landscape area.

The system shall be below ground, fully automated and in compliance with all applicable building code requirements. All control devices shall be screened from streets, entrances, auto courts and pedestrian areas.
-Screening

Screen and buffer utility boxes, meters, pedestals, dumpsters and loading/servicing areas from adjacent property, parking areas, streets and pedestrian areas/walkways. The type of plant material used shall be appropriate for the intended function.

The plant material, when installed, shall be equal in height or taller to the object being screened.

Planting shall also be required to soften and buffer architectural screens such as walls or fences.

Undeveloped and/or "land banked" areas held in reserve for future development within an individual parcel need not be irrigated or fully landscaped. These areas, if disturbed, shall, as a minimum, be seeded with temporary meadow matrix mix to hold down weed growth and minimize wind and water erosion, and shall be maintained according to approved requirements. The extent of landscaping required shall be determined by the DRC.
Furnishings

The use of site furnishings such as any manmade or natural object used on a building site for decorative purposes (including but not necessarily limited to flagpoles, statues, benches, tables and decorative walls) is encouraged. These items should be contextually compatible, easily maintained and well designed.

Pedestrian seating is appropriate along paths or walks, plazas, building entrances, drop-off areas and other pedestrian spaces where people walk or gather. Free standing benches shall be of a material that will compliment exterior design elements and represent the quality desired for the overall development. Planters and/or seat walls incorporated into a pedestrian area design help define space and also accommodate landscape design. Materials for planters shall be consistent with building architecture.

Movable planters can be an attractive identifier for building entrances by adding color and defining space. Planters shall be of a form and material that will compliment building architecture.

Bicycle racks may be located adjacent to surface parking areas in a separately contained area or near building entrances, if the solution is appropriately incorporated into the entrance design and adequately screened. Waste receptacles shall be located in proximity to pedestrian walks and/or spaces away from main building entrances and as generally required to provide for the site usage.

If security fencing and/or enclosure or screening is necessary, the fencing material location, gates and design must be reviewed and approved by the DRC during the design review.

Vending machines, newspaper boxes and mail drop boxes are prohibited outside of buildings and parking areas.

Guard houses/security gates will be considered by the DRC during the design review.
III. Quality Assurance

Design review, temporary facilities, construction and maintenance guidelines are described in this section. These review and control procedures ensure the appropriate conformance to the Development Guidelines while preserving the harmonious environment that comprises DeKalb Business Center.

The objective to create and maintain a unified and value-added site, which expresses consistent and superior quality, is satisfied through the implementation of this quality assurance process.

This Exhibit (the Development Guidelines) is incorporated into the DeKalb Business Center Declaration of Protective Covenants and is not intended to be all-inclusive.

Development within DeKalb Business Center is subject to all applicable governmental, regulatory, and agency restrictions and requirements.

In the case of disagreement between any governmental, regulatory and/or agency requirement and the Development Guidelines, the most restrictive condition shall apply.
Design Review and Approval Procedures

Construction for all temporary facilities, new improvements, subsequent construction, remodeling with exterior exposure, expansion and demolition of structures must be reviewed and approved by the Design Review Committee (DRC). No exterior improvements shall be constructed, erected, placed, altered or permitted on any site until plans and specifications have received final approval in writing from the Design Review Committee. All plans and specifications shall be submitted in the manner and form satisfactory to the Design Review Committee and in accordance with the submittal and review procedures outlined herein.

The Design Review Committee shall have the power to enforce strict compliance of these Development Guidelines and shall have authority to review and render decisions as to the environmental, functional and aesthetic qualities relating to each individual building site.

A design review process has been established to ensure that all development within DeKalb Business Center meets the requirements set forth in these Development Guidelines.

Applicants are encouraged to have a preliminary conference with the Design Review Committee to review the application process and discuss issues of design and construction which are particular to the site.

Three (3) complete sets of the required information must be submitted by overnight courier to the Design Review Committee for review and approval. One set will be returned to the applicant with written approval, including any conditions or disapproval.

The Design Review Committee shall endeavor to approve or disapprove all plans within thirty (30) days after receipt of a completed application and payment of the review fee. If the Committee fails to approve or disapprove the plans within thirty (30) days of receiving the documents, approval shall be deemed to have been denied, unless applicant delivers to the Committee within five (5) days after the expiration of the thirty (30) day period a notice of non-action. If the Committee fails to respond to said notice within ten (10) days of receipt of the notice, applicant may consider all plans approved.

If any variance to the Covenants, Guidelines or Zoning Ordinance is desired, the request shall be specifically stated in the submittal with full documentation of the reason. Failure by the Design Review Committee to respond to a request for a variance will be considered disapproval.
In addition to the required plans submitted to the Design Review Committee for review, an applicant must submit the required review fee established by the Committee. The fee is currently estimated to be $250 per acre and covers developer's costs to review plans for conformance to the Guidelines. This payment shall be made payable to the developer, or its designee.

Applicants are responsible for securing all necessary local, state and federal permits and for payment of all fees associated such development.
Design Review Checklist

The following list identifies the minimum required information to be submitted by the Applicant to the Design Review Committee.

A. Development Approval Application:
   All plans submitted for review must be accompanied by a completed Development Approval Application and review fee. (See appendix). This shall include a description of the intended use, history and overview of business, hours of operation, number of employees to name a few items.

B. Site Plan Illustrating Location and Dimensions:
   1. Proposed setbacks for building and parking areas.
   2. Building, storage, loading and trash areas.
   3. Parking areas, total spaces provided and landscape islands.
   4. All means of ingress to and egress from the site, including driveways and pedestrian walkways.
   5. Location of site identification signs.

C. Engineering Plan Illustrating:
   1. Drainage, clearing and grading.
   2. Utility connections, location of existing utilities on site and in perimeter streets, and method of installation, i.e., boring, etc.
   3. Erosion control plan and maintenance program.
   4. Lighting design and photometric (including fixture selection)

D. Architectural Plan Illustrating:
   1. Building elevations, showing location of any building mounted signs.
   2. Floor plans with finished floor elevations.
   3. Building materials and colors.
   4. Brief description of mechanical systems, including the treatment of screening all mechanical equipment.
E. Landscape Plan Illustrating:
   1. A complete plant list, including location, size and species of all trees, shrubs and to
      be seeded or sodded.
   2. Irrigation plan for the landscaped area.
   3. Landscape grading plan.
   4. Hardscape areas including site furniture, if any.

F. Sign Plan Illustrating:
   1. Size and location of all signs to be installed on the site.
   2. Materials and colors.
   3. Lighting relating to the sign(s).
   4. Sign message including all graphics, copy and layout.

G. Construction Phasing and Management:
   1. Construction schedule with any project phasing identified.
   2. Construction management site plan indicating construction access, temporary roads,
      trailer and staging, fencing and security, construction signage and temporary utilities.
   3. Outline of permit requirements.
Construction Guidelines

Construction will be monitored to verify compliance with the Development Guidelines and the approved construction documents. Construction at DeKalb Business Center is expected to continue for a number of years. In order to ensure that there shall be no environmental damage and to maintain an attractive, nuisance-free setting during the extended period of construction, special criteria shall be imposed to ensure that environmental and visual protection is provided.

-Vehicular and Pedestrian

Circulation/parking with safe, clean vehicular and pedestrian access shall be maintained in the physical boundaries of the individual site. Construction parking shall be maintained in a neat, orderly and dust-free condition. Disruption of existing circulation and adjacent development is prohibited. Before construction begins, the applicant shall submit to the Design Review Committee a program which delineates the proposed methods of compliance with criteria set forth in this section along with a time and event schedule, construction schedule and a layout plan at a scale agreed upon by the Design Review Committee.

-Construction Access

Each construction site shall be limited to one access location along the public street that served the building site, as approved by the Design Review Committee. Large properties may request an additional access and submit a corresponding logistics plan to the Committee for review. All landscaping and improved areas within the Right of Way shall be protected by construction fencing and other methods necessary. The Applicant has the responsibility for any damage to streets and improvements with the DeKalb Business Center.

Mud, dirt or other surface debris deposited on public streets shall be removed daily, avoiding compaction, damage to the roadway and to minimize impact on the drainage system and visual environment. No construction equipment shall be parked in the streets. Provide and maintain a proposed wash-down locations for all concrete trucks and equipment. Locations will be reviewed by the Design Review Committee.

-Maintenance of Construction Site

Construction sites shall be maintained in a neat and orderly manner. All trash shall be kept in enclosed containers. Open burning of debris shall not be permitted. After construction is completed, temporary barriers, surplus material and all trash, debris and rubbish shall be
removed from the site. Dumping or burying of any materials of any type anywhere on site is prohibited.

-Permanent and Temporary Utilities

All on-site utilities, including irrigation, are underground, and the Applicant is responsible for knowing their whereabouts and protecting them during construction. Any damages to utilities shall be reported immediately to the Association, and the cost of repairs shall be paid by the Applicant.

All temporary utilities on the construction site shall be contained in a single, unobtrusive alignment. Temporary toilets for workers are required and must be maintained in a clean and sanitary condition.

-Erosion and Siltation Control

Methods of controlling erosion and sedimentation shall be required during construction and shall comply with all applicable regulations. The control shall be planned as an integral part of the construction operation. Both topsoil and fill material stockpiled on the site shall be seeded, mulched or covered and appropriately graded to avoid erosion. Stockpiles shall be maintained and kept weed free and dust shall be controlled with a Design Review Committee approved procedure.

It is important that the DeKalb Business Center's Storm Water Facilities, including detention ponds and any wetland ponds, remain free of siltation during the construction phase. In order to minimize soil erosion by water and wing, practical combinations of the following procedures shall be used:

A. Expose smallest practicable area of cleared land during construction.
B. Temporary ditches, dikes, vegetation and/or mulching shall be used to protect critical areas exposed during construction.
C. Sedimentation controls (i.e., debris basins, desilting basins, silt traps/fencing or straw bales) around the construction areas shall be installed and maintained to remove sediment from runoff waters during construction.
D. Permanent landscaping shall be installed promptly within Sixty (60) days after occupancy permit approval, subject to seasonal constraints.
E. Applicant shall remove any silt accumulation in basins and ditches upon completion of construction.
F. Applicants of Sites adjacent to detention ponds shall fence off such areas during the entire period of construction with silt fence and hay bales until all landscaping is installed and a vegetative cover crop has been established on the Site.

-Temporary Structures

Temporary structures, portable office, storage, marketing signage and other related facilities shall be maintained in good repair and arranged in a compact organized manner on the construction site.

These facilities shall be submitted to the DRC for review and if approved, shall not be obtrusive or unsightly when seen from the road or adjacent properties. All temporary structures and portable facilities shall be removed within 30 days from issuance of the occupancy permit for the Project.
Maintenance Guidelines

Owners/occupants of property shall maintain all buildings, drives, parking lots or other structures located upon each property in good sufficient repair and shall keep the premises painted, clean and in good operations, and otherwise maintain the property in aesthetically pleasing and operationally acceptable condition.

The Design Review Committee shall determine whether or not the Owner is properly maintaining their property.

Owner/occupants shall maintain all components of the site/grounds, including but not limited to: all landscape, irrigation, lighting and storm water management components, in good repair and in an aesthetically pleasing condition.

Owner/occupants shall protection/preserve designated wetlands during site construction and during the life of the individual site development as required by any and all applicable regulatory authorities.

Enforcement of required maintenance issues shall be in accordance with the Declaration of Protective Covenants.

If any improvements of an Owner's building site are damaged by the elements, vehicles, fire or any other cause, it shall be restored to its original approved condition. Restoration shall commence within thirty days after notice from the Design Review Committee and shall be completed as promptly as the extent of the damage will permit.

Buildings vacant for any reason shall be kept locked and secured. A security system or program is recommended.

All grounds shall be maintained in a safe, clean and neat condition free of rubbish and weeds. Turf shall be kept neat and mowed to a maximum of three (3) inches in height. Drives and pavements shall be kept reasonably true to line and grade and in good repair. Drainage systems shall be kept clean and free of any obstacles. Parking areas, lighting and signage shall be kept clean and in good repair.

All planting shall be maintained in a healthy condition. Fertilization, burning, weeding and pruning are to be carried out on a regular basis. Dead or dying plants shall be removed and replaced within thirty days of notice, subject to seasonal limitations and according to the specifications in place and approved by the Design Review Committee. All plantings are to be watered as often as necessary to maintain healthy growing conditions.
Irrigation systems shall be kept in proper working condition. Adjustments, repair or cleaning shall be part of a regular maintenance schedule. Obligation to repair and maintain system shall be enforced.

Snow removal, the storage and disposal of snow will be part of a regular maintenance program and shall allow safe access for and to circulation within all building sites.

No articles, goods, materials, fixed machinery or equipment, vehicles, trash, animals or similar items shall be stored or kept temporarily in the open or exposed to view from adjacent sites, streets or sidewalks without the prior written approval of the Design Review Committee.

Any articles, goods or materials to be stored other than in a building shall be screened from adjacent sites, streets and sidewalks using screening material approved by the Design Review Committee.

Vehicles of all types shall be stored in Design Review Committee approved areas only. If such vehicles are to be stored for more than 48 hours, they should be stored in an area screened from adjacent sites, streets and sidewalks.
Appendix

Definitions

Annexation and Development Agreement
"Annexation and Development Agreement" shall mean all associated exhibits and amendments as executed between the City of DeKalb and the Developer (DeKalb 343 LLC).

Applicant
"Applicant" shall mean an Owner or the agent of an Owner or person possessing valid power of attorney or other proxy or authorization of an Owner, sufficient in the reasonable judgment of the Design Review Committee to empower such person to act on Owner’s behalf for the purpose of securing approval of plans and specifications for an improvement within the development.

Architect
"Architect" shall mean a person holding a valid and effective license to practice architecture in the State of Illinois.

Association
"Association" shall mean DeKalb Business Center Association, an Illinois not-for-profit corporation, created by Article ____ of the declaration.

Building
"Building" shall mean and include the principal structures on any site, including all projections or extensions thereof, and all garages, outside platforms, outbuildings, decks and other ancillary structures and facilities except where herein ancillary structures and facilities are otherwise specifically referred to.

Building Setback Areas
"Building Setback Areas" are those areas lying between the building setback lines and the individual lot property lines.

Building Setback Lines
"Building Setback Lines" are those lines so designated on the Subdivision Plat
City
"City" shall mean the City of DeKalb, State of Illinois.

City Council
"City Council" shall mean governing authority of the City of DeKalb, State of Illinois.

Committee
"Committee" shall mean the Development Review Committee created by Article _____ of the Declaration.

Common Areas
"Common Areas" shall mean all lots also referenced as open space, now or in the future designated on the subdivision plat as common areas and which are owned by the Association for the common use and enjoyment of the Owners.

Declaration
"Declaration" shall mean the DeKalb Business Center Declaration of Covenants, Conditions and Restrictions, as Recorded.

Declarant
"Declarant" shall mean DeKalb 343 LLC, its successors and assigns.

DeKalb Business Center
"DeKalb Business Center" (sometimes herein referred to as the "development") is the name of the property and the improvements located thereon.

Design Review Committee
"Design Review Committee" (DRC) shall mean the Committee appointed by the Property Owners' Association and responsible for the review and approval of Owner's planning and design submittals as referenced in the documents herein.

Developer
"Developer" shall mean DeKalb 343 LLC, its successors and assigns.

Easement
"Easement" shall mean the area(s) within DeKalb Business Center preserved to accommodate a specific use(s) (e.g. utility transmission systems), for the distribution of support, open space, and/or access areas.
Floor Area Ratio
"Floor Area Ratio" shall mean the ratio determined by dividing the gross floor area of the building(s) on a lot by the total acreage of the building site.

Ground Area Coverage
"Ground Area Coverage" shall mean the ratio determined by dividing the area of a building site that is covered by building(s), parking structure(s), parking lot(s), and roadway(s), by the gross area of the associated building site.

Guidelines
"Guidelines" shall mean these written Development Guidelines promulgated by the Developer for the development of the property as the same may be modified or supplemented by the Developer or Committee, from time to time, which set forth the design standards and requirements for the construction and maintenance improvements on a site, which guidelines shall be referred to by the Design Review Committee in determining the acceptability of a particular proposed improvement and/or use of a site.

Guidelines/Site
"Guidelines/Site" shall mean the documents herein, incorporated into the DeKalb Business Center Declaration of Protective Covenants.

Improvements
"Improvements" shall mean buildings, private roads, driveways and walkways, parking areas, outdoor lighting, fences, screening walls and barriers, retaining walls, stairs, decks, windbreaks, irrigation systems, utilities and related equipment, landscaping, sculpture, poles, signs, loading areas and all other installations, structures and landscape improvements, whether above or underground.

Landscape Criteria
"Landscape Criteria" shall mean those certain landscape requirements referenced in the documents herein.

Lighting Guidelines
"Lighting Guidelines" shall mean those certain lighting requirements referenced in the documents herein.

Lot
"Lot" shall mean any portion of the property which is shown as a subdivided lot in the official records or on the subdivision plat.
Master Development Plan
"Master Development Plan" shall mean the delineation of zoning and land use criteria set forth in the documents herein.

Occupant
"Occupant" shall mean any person legally entitled to occupy or use any part of a Site.

Off-Site
"Off-Site" shall mean areas exclusive of the subject property: DeKalb Business Center

Official Records
"Official Records" shall mean the real estate records of the Recorder of Deeds of DeKalb County, Illinois.

Open Space (Common Area)
"Open Space (Common Area)" shall mean land area within DeKalb Business Center maintained by the Property Owners’ Association (e.g. central wetlands, walkway paths, special yard setbacks, etc.).

Owner
"Owner" shall mean the record owner of a fee simple title to any site, whether one or more persons, and including the Developer.

Parking and Loading Requirements
"Parking and Loading Requirements" shall mean those certain parking and loading requirements referenced in the documents herein.

Parking Setback Areas
"Parking Setback Areas" are those areas laying between the parking setback lines and the site boundary lines.

Parking Setback Lines
"Parking Setback Lines" are those lines so designated in the guidelines.

Person
"Person" shall mean any natural individual, corporation, partnership, trustee, or any other legal entity capable of holding title to real property.
Project
"Project" shall mean the development of a building(s) on a building site, which is intended to serve as a primary or tertiary use for the Owner.

Property
"Property" shall mean all of the real property described in the covenants and such additional real property as may be added from time to time.

Quality Assurance
"Quality Assurance" shall mean the procedures for design review and compliance and maintenance and construction criteria as set forth in the documents herein.

Record/Recorded
"Record" or "Recorded" shall mean, with respect to any document, the recordation of said document in the official records.

Review Fee
"Review Fee" shall mean the amount charged by the Design Review Committee to review an application for development within the property.

Right of Way
"Right of Way" shall mean the land dedicated to a governmental entity, typically for roadway corridors (ROW).

Sign
"Sign" shall mean any structure, device or contrivance and all parts thereof which are erected or used for advertising, directional or identification purposes which is placed, posted or otherwise fastened or affixed to the ground and/or structures within the boundaries of the property.

Site
"Site" shall mean a contiguous area of land within the property which is owned of Record by the same Owner, which has frontage upon a street and which is used or intended for the construction of improvements, whether or not shown on any Subdivision Plat as one lot or as a combination of contiguous lots or portions of contiguous lots or one parcel of real property or a combination of parcels or portions of parcels.

Site Boundary Line
"Site Boundary Line" shall mean a line bounding a site as shown on a survey or Plat of Subdivision.
Site Furniture
"Site Furniture" shall mean any man-made or natural object used on the site for decorative or incidental purposes (including flagpoles, fountains, statues, benches, tables, and decorative walls) which is not a building, sign, parking area, railroad track, driveway or landscaping. Any site furniture is considered a variance and requires Design Review Committee approval prior to installation.

Storm Water Facilities
"Storm Water Facilities" shall mean the storm water system serving the property, including areas designated as storm water drainage, retention or detention easements on the Subdivision Plat, conduits, inlet and outlet storm sewers and structures, catch basins, inlets, inlet leads, catch basin leads, detention basins, retention ponds, and any rip-rap extending above water line of such basins or ponds. The storm water facilities do not include: (a) any facility dedicated to and accepted by any governmental body which has agreed or is authorized to maintain it, and (b) the storm water collecting facilities on any site the principal purpose of which is to serve that site.

Street
"Street" shall mean any publicly dedicated thoroughfare within or adjacent to the property and shown on any Subdivision Plat, parcel map, or record of survey, whether designated thereon as a street, boulevard, place, drive, road, terrace, way, lane, path, cul de sac, circle or any similar designation.

Subdivision Plat
"Subdivision Plat" shall mean any plat of the property or portion of the property now or in the future legally recorded in the official records.

Wetlands
"Wetlands" shall mean all areas designated as "Wetlands" by the US Corp. of Engineers within DeKalb Business Center.

Zoning Ordinance
"Zoning Ordinance" shall mean the zoning ordinance enacted by the City of DeKalb.
Other Documents

The following agreements are among those that have been developed with the City of DeKalb and are applicable for the DeKalb Business Center.

- Annexation Agreement by and among DeKalb 343 LLC as beneficiary and the City of DeKalb. This agreement was recorded on _______ ______, 2006, as Document Number ____________.

- Declaration of Covenants, Conditions and Restrictions DeKalb 343 LLC as beneficiary and the City of DeKalb. This agreement was recorded on _______ ______, 2006, as Document Number ____________.

- City of DeKalb, Unified Development Ordinance, 5.13 “PD” Planned Development Districts.
Design Review Application

Lot Number/Project Address

Applicant  
(Name)  
(Telephone)

Project Contact  
(Individual with long-term responsibility for the project)  
(Address)

Owner  
(If other than Applicant)  
(Address)

Project Architect/Designer  
(Address)

Project General Contractor  
(Address)

Review Fee  
($)  
(See Section III, Design Review and Approval Procedures)

Total Landscape Parking Area  
sq. ft.

Total Site Area  
sq. ft.

Total Site Landscape Area  
sq. ft.

Total Paved Parking Area  
sq. ft.

Total Building(s) Area  
sq. ft.

Number of Parking Stalls

Number of Truck Docks & Drive-in Doors

Building(s) Height  
ft.

Total Site Coverage  
%

Proposed Use (Include information on any measures taken to mitigate adverse effects of any industrial/commercial process.)

Number of Employees (current/projected)

Proposed Construction Schedule (include all phases of construction)

Request for Variance(s) (include all pertinent data)

Date Received

DeKalb Business Center (Copyright 2006)  
December 11, 2006  
2007009696
DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS
DEKALB BUSINESS CENTER

ARTICLE I
DEFINITIONS

Section 1. "Association" or "Property Owners Association" shall mean and refer to the DeKalb Business Center Association, an Illinois not-for-profit corporation, its successors and assigns.

Section 2. "Board" shall mean and refer to the Board of Directors of the DeKalb Business Center Association. The "Board" shall be the elected body having its normal meaning under Illinois law.

Section 3. "Area of Common Responsibility" shall mean and refer to the Common Area, together with those areas, if any, which by contract or otherwise become the responsibility of the Association. In addition, the office of any property manager employed by or contracting with the Association and located on the Properties and any public right-of-way may be part of the Area of Common Responsibility.

Section 4. "Common Area" shall mean all real and personal property which the Association now or hereafter owns or otherwise holds for the common use and enjoyment of the Owners.

Section 5. "Common Expenses" shall mean (i) all costs, charges and expenses that are attributable to the operation, maintenance and repair (but not the initial construction) of the Common Areas (excluding any charges for repairs to Common Areas attributable to defective initial design/construction/installation of the Common Areas) including, without limitation, real estate taxes for any portion of the Common Areas (provided that such taxes on the improvements and/or facilities are separately assessed by the City of DeKalb, and not as part of a Unit or Lot, and provided such taxes shall not include any "rollback" or similar taxes attributable to or payable as a result of the initial development of the Property, Common Areas or any Unit or Lot, (ii) Common Area utilities, grounds maintenance and landscaping, (iii) snow removal from the Common Areas, (iv) salaries and other compensation including payroll taxes payable to employees, independent contractors or agents of the Association performing services in connection with the operation, repair and maintenance of the Common Areas, (v) fees for management services, and (vi) other expenses and costs reasonably necessary for the purpose of operating and maintaining the Common Areas. All Common Area Expenses shall be based on the actual and competitive out-of-pocket costs and/or materials paid by the Association or the Covenantor, as applicable. Common Area Expenses shall be reduced by the proceeds of insurance or eminent domain awards or settlements received by the Association or Covenantor, as applicable, with respect to items of Common Expenses or recoveries from warranty claims. Notwithstanding the foregoing,
Common Expenses shall not include:

a. taxes, operating expenses or the cost of any work or services performed for any specific facility of another tenant or tenants, or Owner of a Unit or Lot, which benefit that particular facility without providing any corresponding benefit to other facilities constructed on any of the Units or Lots;

b. cost of any initial landscaping work on any Lot;

c. legal and other professional fees and expenses, leasing commissions, finders fees, space planners fees, entertainment and travel expenses advertising and promotional expenses and other costs incurred in connection with development, leasing of any of the Lots (or improvements thereon), or in connection with negotiations or disputes with tenants, occupants or prospective tenants or occupants including, without limitation, costs of enforcement of any tenant leases, provided, however, nothing contained herein shall serve to preclude the Association from assessing a Member of the Association as a Common Expense its pro rata share of any costs and expenses incurred by the Association in connection with its efforts (i) to resolve disputes with and/or among Members, (ii) to enforce the provisions of this Declaration, and/or (iii) to pursue claims against others for reimbursement or damages;

d. interest or principal payments on any financing incurred in connection with the initial development of any of the Lots or on any ground lease or other underlying lease;

e. any cost or expense for which the Association is entitled to reimbursement from any person (other than as payment for Common Expenses and other than as provided in subsection c. above) including, but not limited to, (1) work or service performed on any Lot at the expense of the tenant(s) on such Lot or the Owner of such Lot, (2) the cost of any item for which the Association is, or is entitled to be, paid or reimbursed by insurance proceeds, warranties, service contracts, condemnation proceeds or otherwise, (3) increased insurance or taxes assessed specifically to any tenant or Owner of any Lot, except as otherwise provided in subsection (g) herein, and (4) the cost of items furnished to any tenant or Owner of any Lot to a materially greater extent or in a materially more favorable manner than that furnished generally to the other tenants or other Owners of any Lot(s);

f. costs of any extraordinary services provided to any tenant or Owners of any Lot at no cost which are not made available to other tenants or Owners;

g. insurance costs for any Lot, except that nothing contained herein shall preclude the Covenantor and Association from maintaining insurance coverages as set forth in Article IV of the Declaration and assessing the Members therefor as a Common Expense;

h. costs of any Hazardous Materials abatement or remediation work with respect to Hazardous Materials located within all or any portion of the Common Areas, provided said costs are caused or created by (i) Covenantor's activities in connection
with the initial construction of the Common Areas, or (ii) any Owner of a Lot, which Owner shall be solely responsible for the costs for the Hazardous Materials abatement or remediation work and the expenses related thereto;

i. costs of compliance with applicable law to the extent any Lot does not comply with applicable law as of the date hereof;

j. reserves for anticipated future expenses;

k. annual management and administrative fees in excess of the then prevailing rates for comparable industrial parks in the Chicago industrial market.

If during any period for which Common Expenses are being computed, any particular work or service is not being furnished for all or any part of such period (the cost of which work or service would constitute a Common Expense) to any Lot due to the fact that Covenantor or the Association is not obligated to perform such work or service for such Lot, then the amount of Common Expenses for such period shall be deemed, for purposes of this definition, to be increased by an amount equal to the additional Common Expenses which would reasonably have been incurred during such period for such work or service (it being understood that, as a result of the application of this provision, the Covenantor or Association shall not collect as a Common Expense amounts greater than the actual costs and charges incurred by the Covenantor or Association).

Section 6. "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standard may be more specifically determined and set forth by the Board of Directors of the Association.

Section 7. "Covenantor" shall refer to DeKalb 343, LLC, an Illinois limited liability company, or any successor, successor-in-title, or assign who takes title to any portion of the Property described in Exhibit "A" for the purpose of development and sale, and who is designated as the Covenantor hereunder in a recorded instrument executed by the immediately preceding Covenantor.

Section 8. "General Assessment" shall mean and refer to assessments levied by the Association to fund expenses applicable to all Members of the Association.

Section 9. [Intentionally left blank]

Section 10. "Mortgage" shall refer to a mortgage, a deed of trust, a deed to secure debt, or any other form of security deed.

Section 11. "Mortgagor" shall refer to a beneficiary or holder of a Mortgage.

Section 12. "Mortgagee" shall refer to any Person who gives a mortgage.
Section 13. "Property" shall mean and refer to the real property described in Exhibit "A" attached hereto which by this Declaration is submitted to the covenants, restrictions, conditions, reservations, easements, charges, and liens herein described. (The Property shall sometimes be referred to herein as the Dekalb Business Center).

Section 14. "Special Assessment" shall mean and refer to assessments levied in accordance with Article V, Section 3 of this Declaration.

Section 15. "Subsequent Amendment" shall mean an amendment to this Declaration or imposes, expressly or by reference, additional restrictions and obligations on the land described therein, or both.

Section 16. "Unit" or "Lot" shall mean a portion of the Development Tract, whether developed or undeveloped, intended for any type of independent ownership for use and occupancy as permitted by applicable zoning ordinances, as such zoning may be amended or modified from time to time. The term shall include all portions of the Development Tract owned, including any structure thereon, as well as unimproved property intended for such permitted development, and shall specifically include, without limitation, office, institutional, light industrial, warehouse, research and development, retail, restaurant, and neighborhood business properties.

Section 17. "Land Easement" shall mean any easement, which is either created by the Covenantor; or created by others and accepted by the Association.

Section 18. "Covenants and Restrictions" shall mean and refer to the covenants, restrictions, conditions, reservations, easements, charges, and liens specified in this Declaration.

Section 19. [intentionally left blank]

Section 20. "Development Tract" shall mean the gross acreage of the Property, less publicly-dedicated rights-of-way.

Section 21. "Member" shall mean and refer to a Person which holds membership in the Association.

Section 22. "Occupant" shall mean a Person, other than an owner, in lawful possession of a Lot within the Development Tract.

Section 23. "Owner" shall mean the Person or Persons whose estates or interests, individually or collectively, aggregate fee simple ownership of a Lot within the Development Tract, and its successors and assigns. For the purpose of this Declaration unless otherwise specifically provided herein, the word "Owner" shall include (i) any trust and beneficiary of a trust, holding legal title to a Lot and (ii) the Covenantor as to all unsold Lots within the Development Tract.
Section 24. "Person" shall mean a natural individual, corporation, partnership, or other entity capable of holding title to or any lesser interest in real property.

Section 25. "Record" or "Place of Record" shall mean to record in the Office of the Recorder of Deeds of DeKalb County, Illinois.

Section 26. "Stormwater Management System" shall mean that network of interrelated drainage facilities, including storm sewers, culverts, lakes, ponds, dry-bottom detention basins, curbs and gutters, underdrains, depressions, swales, ditches, berms, overland flood routes and all associated appurtenances which serve collectively to 1) convey surface runoff and subsurface flows, resulting from storm precipitation, through the site, 2) attenuate peak flows and accommodate temporary storage of excess runoff volumes, and 3) provide for release of storm runoff, at controlled rates, to downstream receptors.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Property. The Property legally described in Exhibit A, is and shall be held, sold, conveyed, transferred, occupied, mortgaged, and encumbered subject to this Declaration.

Section 2. Burden Upon the Property. The Covenantor declares that this Declaration and the covenants, restrictions and conditions, shall be covenants to run with the land. Said covenants and restrictions shall inure to the benefit of and shall be binding upon each and every Owner and its respective mortgagees, heirs, administrators, executors, legal representatives, successors and assigns, purchasers, and lessees. By the recording or acceptance of the conveyance of property or any interest therein, the Person to whom such interest is conveyed shall be deemed to accept and agree to be bound by the provisions of this Declaration.

Section 3. Non-Severability of Rights. The rights, liabilities, and obligations set forth herein shall attach to and run with the ownership of a Lot as more specifically set forth below, and may not be severed or alienated from such ownership.

ARTICLE III
PROPERTY OWNERS ASSOCIATION

Section 1. Creation. Not later than forty-five (45) days after the recording of this Declaration, the Covenantor shall cause the Association to be incorporated under the laws of the State of Illinois.

Section 2. Membership. Every Person who is a record owner of a Lot in the Development Tract or who is the beneficiary of a land trust holding title to a Lot in the Development Tract shall be a member of the Association irrespective of the inclusion, exclusion, incorporation by reference or any specific expression or lack thereof to the effect in the deed or other documents of conveyance. Membership is appurtenant to
and shall not be separated from ownership of a Lot. Thus, membership shall automatically terminate upon the sale, transfer, or other disposition by a Member of his ownership of a Lot in the Development Tract at which time the new owner shall automatically become a Member of the Dekalb Business Center Association.

Such membership may not be sold or transferred other than in conjunction with the sale or transfer of the title interest in the Lot to which it is pertuant. No member shall have any right or power to disclaim, terminate, or withdraw from his membership in the Association or from any of his obligations as such member for any reason.

Each member of the Association shall be bound by and shall observe the terms and provisions of this Declaration, the Articles of Incorporation, the By-Laws of the Association, and the rules and regulations promulgated from time to time by the Association or its Board of Directors.

Any Person who holds an interest in a Lot in the Development Tract merely as a security for the performance of an obligation or any person in possession of a Lot under a contract to purchase such Lot shall not be a member of the Association.

Ownership of a Lot in the Development Tract shall be the sole qualification for membership and there shall be one membership for each Lot. If more than one person or entity is the record owner of or a beneficiary of a land trust holding title to a Lot in the Development Tract, all such persons or entities shall be members.

Section 3. Voting Rights. Each Member in the Association shall be entitled to one (1) vote for each one full gross acre of land owned by the Member within the Development Tract. If a Member should own a Lot which is less than one acre in size, the member shall be entitled to one vote. If more than one Member is the record owner or beneficiary of the title-holding land trust of a Lot, then the vote for that Lot shall be exercised as those Members amongst themselves determine. A Member may delegate all, or any portion, of his voting rights to a tenant or tenants by giving written notice to the Association.

The Association shall have the right to suspend the voting rights of any Member for any period during which an assessment levied by the Association against the member's Lot remains unpaid.

Section 4. Powers, Duties and Responsibility. The Association is created to carry out the purpose of this Declaration of Covenants and Restrictions. In order to carry out that purpose, the Association shall be the governing body for all of the owners and beneficiaries of title-holding land trusts of Lots in the Development Tract. It shall exercise the following powers and shall assume the following duties and responsibilities:

a. to provide for highest standards of maintenance of the Development Tract and to make and promote the desired quality and character of the Dekalb Business Center;
b. to maintain, repair, replace, trim, and water all landscaping and vegetation on any landscape easements accepted by the Association within the Development Tract;

c. to maintain, repair, and replace all entrance monuments, gates and signs, and accompanying landscaping, vegetation, grass, and fencing;

d. to maintain, repair, and replace the Stormwater management facilities which comprises the Stormwater management system which are located within the public right-of-way, or property owned by the Association;

e. to maintain the median islands in Dekalb Business Center;

f. to provide for a general fund to enable the Association to exercise its powers, duties, and responsibilities as delineated in the Declaration, its Articles of Incorporation, and its By-Laws by levying an annual assessment of special assessment;

g. to enforce any lien for non-payment of any assessment;

h. to review and control the construction, installation, remodeling or rebuilding of buildings or structures within Dekalb Business Center;

i. to take any action necessary to effectuate the purposes of this Declaration.

Section 5. Board of Directors. The affairs of the Association shall be managed by a Board of Directors.

The initial control and management of the Association shall be entrusted to the Covenantor. At the first Annual Meeting of Members, which shall take place as soon as practical upon the organization and/or incorporation of the Association, the initial Board of Directors shall consist of three (3) members, each of which shall be appointed by the Covenantor. The initial Board of Directors shall hold office until the first Monday in September of the calendar year following the year in which seventy-five (75%) percent of the Lots of the Development Tract have been conveyed by the Covenantor to Persons other than the Covenantor (or any subsidiary or affiliated corporations of the Covenantor), upon which time a second Board of Directors shall be elected by the Members. The initial Board of Directors reserves the right to transfer control and management of the Association to the second Board of Directors at any time it so decides if prior to the criteria set forth in this paragraph.

Notwithstanding any other provision contained herein:
(a) At the first Annual Meeting of Members, after the time Members other than the Covenantor own seventy-five (75%) percent of the total gross acreage of the
Property described on Exhibit "A" of the Declaration, or whenever the Covenantor earlier determines, the Association shall call a special meeting of Members, at which the Members shall elect one (1) of the three (3) directors. The remaining two (2) directors shall be appointees of the Covenantor. The directors so elected shall not be subject to removal by the Covenantor acting alone and shall be elected for a term of two (2) years or until the happening of the event described in subparagraph (b) below, whichever is shorter;

(b) At the next Annual Meeting of Members following the following the year in which one-hundred (100%) percent of the Lots of the Development Tract have been conveyed by the Covenantor to Persons other than the Covenantor (or any subsidiary or affiliated corporations of the Covenantor), all directors shall be elected by the Members. The initial terms of the members of the first Board of Directors elected entirely by the Members shall be fixed at the time of their election as they among themselves shall determine. So long as there are five (5) directors, three (3) directors shall serve an initial term of two (2) years. Thereafter, directors shall be elected at each annual meeting of the Association. At the expiration of the term of office of each director, a successor shall be elected to serve for a term of two (2) years. The members of the Board of Directors shall hold office until their respective successors shall have been elected. Directors may be elected to serve any number of consecutive terms.

At each election, the members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. There shall be no cumulative voting. The persons receiving the largest number of votes shall be elected.

There shall be an annual election to fill the offices of the directors whose terms are expiring. Said election shall occur at the annual meeting of Members to be held on the first Monday of September of each year or at such other reasonable time or date not more than thirty (30) days before or after said date as may be designated by written notice of the Board of Directors delivered to the membership no less than ten (10) days prior to the date fixed for said new meeting. Cumulative voting shall not apply in the election of the directors. Each Member shall have the number of votes as specified in Article III, Section 3 herein.

The Board of Directors shall have the power to fill any vacancy that may occur in their own number or in any office of the Association. The directors or officers so appointed shall serve for the unexpired term of the director or office replaced. If any director fails to attend a majority of the number of meetings of the Board in any fiscal year, the Board may in its sole discretion declare his office vacant.

The regular meeting of the Board of Directors shall be held immediately after and at the same place as each Annual Meeting. Special meetings may be called on the order of the president or on the motion in writing of a majority of the directors. At least two days' notice of such special meeting, specifying its purpose, shall be given by first class
mail, facsimile transmission machine, or personal service to each director.

A majority of the Board of Directors shall constitute a quorum for the transaction of business and the action of a majority of such quorum shall be the action of the Board of Directors. If a quorum is not present, a lesser Member may adjourn the meeting to another date.

The officers of the Association shall be president, vice president, and secretary/treasurer. They shall all be directors and elected by the directors at the regular meeting of the Board of Directors subsequent to the annual election of directors and shall hold their respective office for one year and/or until their successors are elected and qualified. The officers shall be subject to the control of the Board of Directors and may be removed by the majority of the directors at any regular meeting or any special meeting called for that purpose. The Board of Directors may elect such other officers as it deems necessary. The officers shall exercise their functions according to the By-Laws of the Association.

The members of the Board (including the initial Board of three directors and the subsequent Boards of Directors), the officers of the Association shall not be liable to the Association for any mistake of judgment or acts or omissions made in good faith while acting in their capacity as directors or officers. The Association shall indemnify and hold harmless the members of the Board and the officers thereof against all contractual liability to others rising out of contracts made by them, unless such contracts shall have been made in bad faith or with knowledge that same was contrary to the provisions of this Declaration. The liability of any owner shall be limited to an amount which is the proportion of the owner's gross acreage of his Lot or Lots to the gross acreage of the Development Tract. All contracts and agreements entered into by the Board or officers shall be deemed executed by said parties as the case may be as agent for the Owners or the Association.

In the event of any disagreement between any member of the Association relating to the maintenance, repair, or replacement of the landscaping within any Common Area, landscape easement or Association-owned property, entrance monuments, gates, or signs, Association owned stormwater management facilities, lakes, or median islands, or any questions or interpretation or application of the provisions of this Declaration or the Bylaws of the Association, the determination thereof by the Board shall be final and binding on each and all such members of the Association.

Section 6. Meetings. The initial meeting of the voting members of the Association shall be held as specified in Article III, Section 5 herein. The Covenantor or the initial Board of Directors shall notify the members of said initial meeting at least ten (10) days prior to the date of the meeting. Thereafter, there shall be an annual meeting of the voting members on the first Monday in September or at such other reasonable time or date no more than thirty (30) days before or after said date as may be designated by written notice of the Board of Directors delivered to the membership no less than ten (10) days
prior to the date fixed for said new meeting. The purpose of the annual membership meetings shall be to elect directors and to conduct Association business. Special meetings of the voting members may be called at any time for the purpose of considering matters which by the terms of this Declaration require the approval of all or some of the voting members, or for any other reasonable purpose.

The presence in person or by written proxy at any meeting of the voting members having fifty (50%) percent of the total votes of the Association shall constitute a quorum for the transaction of business. Unless otherwise expressly provided herein or required by the General Not-For-Profit Corporation Act or the Articles of Incorporation of the Association, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of the voting members having majority of the total votes present at such meeting.

Section 7. Management. The Board of Directors may retain a professional management company, professional manager, or full-time employees to manage or perform the duties and responsibilities of the Association.

The Board shall enter into management contracts only if such contracts shall (i) permit the termination thereof for cause by the Association upon sixty (60) days prior written notice and (ii) be for a period of not more than two years. Such contracts may permit renewals thereof for periods not to exceed one year at a time by mutual consent.

ARTICLE IV
MAINTENANCE

Section 1. Association's Responsibility. The Association shall maintain and keep in good repair the Common Areas, such maintenance to be funded as hereinafter provided. This maintenance shall include, but not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of (a) all landscaping and other flora, structures, improvements, lakes, and ponds situated upon the Common Areas; or within any landscape easements (b) all entrance monuments and markers and traffic and directional signs pertaining to the Property; (c) such portions of any additional property included within the Common Areas as may be dictated by this Declaration, any subsequent amendment, or by contract to agreement for maintenance thereof by the Association, and (d) all interior roadways within the Property, but not including any roadways located in publicly dedicated rights-of-way. The Association shall also be responsible for snow removal as to all interior roadways, driveways and dock areas, but shall not be responsible for snow removal as to any roadways located in publicly dedicated rights-of-way.

The Association may, at the discretion of its Board, assume the maintenance responsibilities imposed upon Owners individually by this Declaration or any Subsequent Amendment. In such event, all costs of such maintenance shall be assessed only against those Owners on behalf of whom the services are provided. This assumption of responsibility may take place either by contract or agreement or
because, in the opinion of the Board, the level and quality of service then being provided by the Owner is not consistent with the Community-Wide Standards of Dekalb Business Center. The provision of services in accordance with this Section shall not constitute discrimination within a class.

The Association may maintain other property which it does not own, including, without limitation, property dedicated to the public, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

Section 2. Owner's Responsibility. All maintenance, repair and replacement ("maintenance") of a Unit and all structures, parking areas, and other improvements upon a Unit shall be the sole responsibility of the Owner thereof who shall perform such maintenance in a manner consistent with the Community-Wide Standard, this Declaration, and any other applicable covenants. If maintenance is not properly performed by the Owner, the Association may perform it and assess 115% of all costs incurred by the Association against the Unit and the Owner thereof; provided, however, unless entry is required due to an emergency situation, the Association shall first afford the Owner reasonable notice and opportunity to cure the problem before proceeding.

**ARTICLE V**

**ASSESSMENTS**

Section 1. Creation of Assessments. There are hereby authorized assessments for Common Expenses as may from time to time specifically be authorized by the Board of Directors, to be commenced at the time and in the manner set forth in this authorized assessments: (a) General Assessments to fund Common Expenses for the benefit of all Members of the Association; (b) Special Assessments as described in Section 3 of this Article; and (c) Specific Assessments levied against a particular Unit or Units to reimburse the Association for costs incurred in bringing the Member or his Unit into compliance with the provisions of this Declaration, the By-Laws, or rules and regulations of the Association, which may be levied upon a vote of the Board after notice to the Member and an opportunity for a hearing.

General and Special Assessments shall be allocated among all Lots or Units subject to assessment under Section 6 hereof in the same proportion as the total square footage of the land comprising the Lot or Unit bears to the total square footage of all Lots or Units within the Development Tract. Each Owner, by acceptance of his or her deed or recorded contract of sale, is deemed to covenant and agrees to pay these assessments. All such assessments, together with reasonable late charges, interest at a rate not to exceed the highest rate allowed by Illinois law computed from the date the delinquency first occurs, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Unit against which each assessment is made.

All assessments, together with late charges, interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Person who was the Owner of such Unit at the time the assessment arose, and his or her grantee shall be jointly
and severally liable for such portion thereof as may be due and payable at the time of conveyance, except that the first Mortgagee who obtains title to a Unit pursuant to the remedies provided in the Mortgage shall not be liable for unpaid assessments which accrued prior to such acquisition of title.

The Association shall, within five (5) days of receiving a written request therefore, furnish to any Owner liable for any type of assessment a certificate in writing signed by an officer of the Association setting forth whether such assessment has been paid as to any particular Unit. Such certificate shall be conclusive evidence of payment of such assessment to the Association therein stated to have been paid. The Association may require the advance payment of a processing fee determined annually by the Board for the issuance of each such certificate.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include, without limitation, acceleration of the annual General Assessment for delinquents. Unless the Board otherwise provides, General Assessments shall be paid in quarterly installments.

No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including, by way of illustration and not limitation, by non-use of Common Areas or abandonment of the Unit. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of each Owner.

Anything herein to the contrary notwithstanding, Covenantor may annually elect in writing either of the following alternatives as a method of paying its assessments:

(a) pay the assessments set forth in this Article for any Owner of a Unit; or

(b) pay to the Association in the form of a subsidy or an "in kind" contribution of services or materials or a combination of services and materials, the difference between the amount received in assessments from all Owners other than Covenantor and the amount of the actual expenditures required to operate the Association for the year, including a reasonable contribution to capital reserves. Payment under either of the foregoing options shall constitute full payment of all assessments owed under this Declaration.

Section 2. Computation of General Assessment. It shall be the duty of the Board, at least thirty (30) days before the beginning of the fiscal year, to prepare a budget covering the estimated costs of operating the Association during the coming year. The
budget may include a capital contribution establishing a reserve fund in accordance with
a capital budget separately prepared. The Board shall cause a copy of the budget and
the amount of the General Assessments to be levied against each Unit for the following
year to be delivered to each Owner at least thirty (30) days prior to the end of the fiscal
year. The budget and the General Assessment shall become effective unless within
ten (10) days thereafter, Members holding ten (10%) percent of the total voting
members in the Association shall petition to call a special meeting in accordance with the
By-Laws to consider the budget, and unless the budget is disapproved at the meeting by
a vote of Members holding at least a majority of the total votes in the Association.

Notwithstanding the foregoing, however, in the event the proposed budget is
disapproved or the Board fails for any reason so to determine the budget for the
succeeding year, then and until such time as a budget shall have been determined as
provided herein, the budget in effect for the then current year shall continue for the
succeeding year at a rate of 105% of the prior year's budget.

Section 3. Special Assessments. In addition to the General Assessment, the
Association may levy a Special Assessment or Special Assessments from time to time;
provided, however, such assessment shall be approved by Members holding at least
fifty-one (51%) percent of the votes in the Association.

Section 4. Lien for Assessments. Upon recording of a notice of lien, there shall exist a
perfected lien for unpaid assessments on the respective Unit prior and superior to all
other liens, except (a) all taxes, bonds, assessments, and other levies which by law
would be superior thereto, and (b) the lien or charge of any first Mortgage of record
(meaning any Mortgage with first priority over other Mortgages) made in good faith and
for value. Such lien, when delinquent, may be enforced by suit, judgment, and
foreclosure.

The Association, acting on behalf of the Owners, shall have the power to bid for
the Unit at foreclosure sale and to acquire and hold, lease, mortgage, and convey the
same. During the period in which a Unit is owned by the Association following
foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment
shall be assessed or levied on it; and (c) each other Unit shall be charged, in addition
to its usual assessment, its pro-rated share of the assessment that would have been
charged such Unit had it not been acquired by the Association as a result of
foreclosure. Suit to recover a money judgment for unpaid Common Expenses, late
charges, interest, costs, and attorney’s fees shall be maintainable without foreclosing
or waiving the lien securing the same. After notice and hearing, the Board may
temporarily suspend the vote of a Member who is in default in payment of any
assessment.
Section 5. Capital Budget and Contribution. The Board of Directors may annually prepare a capital budget which takes into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board may set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect both to amount and timing of any annual assessments over the period of the budget. The capital contribution, if fixed by the Board, shall be included within the budget and assessment, as provided in Section 2 of this Article. A copy of the capital budget, if prepared, shall be distributed to each Member in the same manner as the operating budget.

Section 6. Date of Commencement of Assessments. The obligation to pay assessments provided for herein shall commence as to all Units on the first day of the month following the date of conveyance of the first Unit by the Covenantor. Assessments shall be due and payable in a manner and on a schedule as the Board of Directors may provide. The first annual General Assessment shall be adjusted according to the number of months remaining in the fiscal year at the time the Unit becomes subject to assessment.

Section 7. Subordination of the Lien to First Mortgages. The lien of assessments, including interest, late charges (subject to the limitations of Illinois law), and costs (including attorney’s fees) provided for herein, shall be subordinate to the lien of any first Mortgage upon any Unit. The sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to judicial or nonjudicial foreclosure of a first Mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from lien rights for any assessments thereafter becoming due. Where the Mortgagor under a first Mortgage of record obtains title pursuant to the remedies set forth in the Mortgage, neither it nor its successors and assigns shall be liable for the share of the Common Expenses or assessments by the Association chargeable to such Unit which became due prior to the acquisition of title to such Unit by such acquirer. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from all of the Units, including such acquirer, its successors and assigns.

ARTICLE VI
INSURANCE AND CASUALTY LOSSES

Section 1. Insurance. The Association’s Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk insurance, if reasonably available, for all insurable improvements on the Common Area, if any. If blanket all-risk coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover one hundred (100%) percent of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.
The Board shall also obtain a public liability policy covering the Common Area, the Association and its Members for all damage or injury caused by the negligence of the Association or any of its members or agents. The public liability policy shall have at least a One Million ($1,000,000.00) Dollar combined single limit for bodily injury and property damage liability per occurrence.

Premiums for all insurance on the Common Area shall be common expenses of the Association. The policy may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

Cost of insurance coverage obtained by the Association for the Common Area shall be included in the General Assessment, as defined in Article I and as more particularly described in Article V, Section 1.

All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company licensed to do business in Illinois which holds a Best's rating of A or better and is assigned a financial size category of XI or larger as established by A.M. Best Company, Inc., if reasonably available, or if not available, the most nearly equivalent rating.

(b) Exclusive authority to adjust losses under policies in force on the Properties obtained by the Association shall be vested in the Association's Board of Directors; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(c) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees.

(d) All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement, with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the DeKalb County, Illinois, area.

(e) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the Owners, and their respective tenants, employees, agents, and guests;

(ii) a waiver by the insurer of its rights to repair and reconstruct,
instead of paying cash;

(iii) a statement that no policy may be canceled, invalidated, suspended, or subjected to non-renewal on account of any one or more individual Owners;

(iv) a statement that no policy may be canceled, invalidated, suspended, or subjected to non-renewal on account of the conduct of any director, officer or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner, or Mortgagee;

(v) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(vi) that the Association shall be given at least thirty (30) days' prior written notice of any cancellation, substantial modification, or non-renewal, except for non-payment of premium which shall require at least ten (10) days prior written notice.

In addition to the other insurance required by this Section, the Board shall obtain, as a common expense, worker's compensation insurance, if and to the extent required by law; directors' and officers' liability insurance, if reasonably available; and flood insurance, if required. The Board shall also obtain a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Association's funds, if reasonably available. The amount of fidelity coverage shall be determined in the directors' best business judgment but, if reasonably available, may not be less than the maximum amount of Association funds expected to be on hand at any given time. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal.

Section 2. Individual Insurance. By virtue of taking title to a Unit subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket all-risk casualty insurance on his Unit(s) and structures constructed thereon meeting the same requirements of insurance provided for in Section 1 of this Article VI. Each Owner further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less that total destruction of structures comprising his Unit, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction. In the event that the structure is substantially or totally destroyed, the Owner may determine not to rebuild or to reconstruct; however, in such event, the Owner shall clear the Unit of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction and thereafter shall maintain the Unit in a neat and attractive condition consistent with the Community-Wide Standard.
Section 3. Disbursement of Proceeds. Proceeds of casualty insurance policies maintained by the Association under Section 1 shall be disbursed as follows: If the damage or destruction for which the proceeds are paid is for repair or reconstruction, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. After defraying such costs of repairs or reconstruction to the Common Area or, in the event no repair or reconstruction is made, any unused proceeds shall be retained by and for the benefit of the Association and placed in a capital improvements account for use as the Board of Directors deems appropriate.

Section 4. Damage and Destruction. Immediately after damage or destruction by any casualty to all or any part of the Common Area covered by insurance written in the name of the Association, the Board of Directors, or its duly authorized agent, shall proceed with the filing and adjustment of all claims arising under such insurance and shall obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Common Area. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Common Area to substantially the same condition in which it existed prior to the fire or other casualty.

Any damage or destruction to the Common Area shall be repaired or reconstructed unless Members holding at least seventy-five (75%) percent of the total vote of the Association shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days. No Mortgagee shall have the right to participate in the determination of whether the Common Area damage or destruction shall be repaired or reconstructed.

In the event that it should be determined in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Properties shall be restored to their natural state and maintained by the Association in a neat and attractive condition consistent with the Community-Wide Standard.

Section 5. Repair and Reconstruction. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a special assessment against all Owners in accordance with the assessment formula provided in Article V, Section 1. Additional assessments may be made in a like manner at any time during or following the completion of any repair or reconstruction.
ARTICLE VII
COVENANTOR'S RESERVED RIGHTS

Section 1. Easements. Notwithstanding any provisions contained herein to the contrary, all covenants, restrictions, conditions, reservations, easements, charges, and liens created under this Declaration shall be subject to easements of record on the date hereof and any easements which may hereafter be granted by the Covenantor.

Section 2. General Rights. The Covenantor shall have the right to execute all documents or undertake any actions affecting the Development Tract which in its sole opinion are either desirable or necessary to fulfill or implement, either directly or indirectly, any of the rights granted or reserved to it in this Declaration.

The Covenantor shall have the right to amend this Declaration without complying with Article XI of the Declaration. This right shall cease upon the appointment of the first Board comprised of entirely of the Members.

Section 3. Individual Property Owner Associations. The Covenantor reserves the right to review and approve the Articles of Incorporation, Declaration of Covenants and Restrictions, By-laws, and rules and regulations of any property owners association created for any portion of the Development Tract. Said documents must be in furtherance of the purpose of DeKalb Business Center and be consistent with the duties, responsibilities, obligations, and procedures of the DeKalb Business Center Association. No articles of incorporation shall be filed with the Secretary of State, no declaration of covenants and restrictions shall be recorded, and no by-laws or rules and regulations shall be effective unless and until the Covenantor approves said documents in writing.

Section 4. Variances. The Covenantor reserves the right to grant reasonable variances from provisions of this Declaration or any portion hereof, in order to overcome practical difficulties and to prevent unnecessary hardship in the application of the provisions contained herein, provided, however, that said variances shall not materially injure any of the property or improvements in DeKalb Business Center. No variance granted pursuant to the authority granted herein shall constitute a waiver of any provision of this Declaration as applied to any other Person or Lot.

ARTICLE VIII
ARCHITECTURAL STANDARDS

Section 1. Development Guidelines and Criteria. Each Lot within the Development Tract shall be developed in accordance with the Development Guidelines and any site engineering plans or landscape development plans for DeKalb Business Center which shall be promulgated from time to time by the Covenantor or subsequently by the Association. Said Development Guidelines provide criteria, restrictions and conditions for land uses, design standards, circulation, grading and utilities, landscaping, lighting and signage. Further, the Development Guidelines set forth a process by which all
development plans, grading plans and landscaping plans are reviewed and approved. The Development Guidelines may be changed or modified from time to time, and shall be incorporated into and made a part of this Declaration.

**ARTICLE IX**

**NO PARTITION**

Except as is permitted in the Declaration or amendments thereto, there shall be no physical partition of the Common Area or any part thereof, nor shall any person acquiring any interest in the Properties or any part thereof seek any such judicial partition unless the Properties have been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property.

**ARTICLE X**

**CONDEMNATION**

Provided that Covenantor, so long as the Covenantor owns any property described on Exhibit "A" of this Declaration, and the Members of the Association shall agree, the Association shall restore or replace any improvements upon any Common Area which are taken by condemnation proceedings, to the extent lands are available therefore, in accordance with plans approved by the Board of Directors of the Association. If such improvements are to be repaired or restored, the above provisions in Article V hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the condemnation does not involve any improvements on the Common Area, or if there is a decision made by the Board of Directors not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board of Directors of the Association shall determine.

**ARTICLE XI**

**USE RESTRICTIONS**

The Property shall be used only for such purposes as may be permitted by applicable zoning for the Properties, this Declaration, and amendments thereto. The Association, acting through its Board of Directors, shall have authority to make and to enforce standards and restrictions governing the use of Units and Common Area, in addition to those contained herein, and to impose reasonable user fees for facilities, including, but not limited to, vehicle storage areas, pathway systems, and parking facilities, if any. Such regulations and use restrictions shall be binding upon all Owners, occupants and invitees until and unless overruled, canceled or modified in a regular or special meeting of the Association by Members.

**Section 1. Signs.** All signs shall comply with applicable local ordinances, as they may be amended from time to time. Covenantor shall have the right to erect signs without
the approval of the Association.

Section 2. Occupants Bound. All provisions of the Declaration and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants of any Unit. All leases on any portion of the Properties shall provide that lessees shall be bound by the terms and provisions of this Declaration, the By-Laws and rules and regulations of the Association.

Section 3. Parking. Vehicles shall be parked only in appropriate parking spaces or designated areas. No Owner or Occupant shall permanently or temporarily park or store any boat, airplane, helicopter, house trailer, camper, or recreational vehicle on any portion of the Properties. Parking in parking areas shall be limited to conventional passenger automobiles, motorcycles, bicycles or other vehicles used for the transportation of the Owners and occupants of the Properties, their employees, agents, and invitees. Commercial vehicles may be parked only in parking areas designated by the Association. "Commercial vehicles," as used herein, shall refer to trucks, trailers, vans, and any vehicle which has signs or other printed material on its body advertising or making other reference to any commercial undertaking. All parking shall be subject to such rules and regulations as the Board of Directors may adopt.

Section 4. Animals and Pets. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Unit without the prior written consent of the Board of Directors.

Section 5. Nuisance. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Unit. No Unit shall be used, in whole or in part, for the storage of any property or thing that will cause such Unit to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any Unit that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on upon any Unit, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any property adjacent to the Unit or any other Unit. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Property. No toxic or hazardous materials or waste shall be created, accumulated, kept or stored on any Unit or any portion of the Property, nor transported through the Properties. The Association shall not be liable to any Person for any actual or threatened claim, damage, loss or injury related to or arising out of the existence of any hazardous or toxic materials within the Property nor have any responsibility for the care, supervision or control thereof.

Section 6. Antennas. No exterior antennas or satellite dishes of any kind shall be placed, allowed, or maintained upon any portion of the Properties without prior written
approval pursuant to Article VIII. However, the Board reserves the right (but shall not be obligated) to erect a master antennae, satellite dish, or other similar master system for the benefit of the Properties. Each Owner and Occupant acknowledges that this provision benefits all Owners and Occupants and each Owner and Occupant agrees to comply with this provision despite the fact that the erection of an outdoor antennae or similar device would be the most cost-effective way to transmit or receive the signals sought to be transmitted or received.

Section 7. Mechanical Equipment, Garbage Cans, Trash Containers, Tanks, Etc. All storage areas, loading and unloading areas, mechanical equipment and service buildings, including, without limitation, roof-top mechanical equipment, duct work, flues, stacks, and fans, and all garbage cans, trash containers, above-ground tanks, and other similar items shall be located or screened so as to be concealed from view of other Units, streets, and Common Area. All rubbish, trash, and garbage shall be regularly removed from the Unit and shall not be allowed to accumulate thereon. Burning of rubbish or trash is prohibited within the Properties.

Section 8. Subdivision of Unit. No Unit shall be subdivided or its boundary lines changed except with the prior written approval of the Board of Directors of the Association, which shall not unreasonably be withheld. Covenantor, however, hereby expressly reserves the right to subdivide or change the boundary lines of any Unit or Units which it owns. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations.

Section 9. Irrigation. No sprinkler or irrigation systems of any type which draw upon water from creeks, streams, rivers, lakes, ponds, canals or other waterways within the Properties shall be installed, constructed or operated within the Properties unless prior written approval has been received in accordance with Article VIII of this Declaration.

Section 10. Drainage. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or Occupant may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Covenantor hereby reserves a perpetual easement across the Properties for the purpose of altering drainage and water flow.

Section 11. Site Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. Nothing higher than 24' above grade shall be installed within a triangle consisting of 30' adjacent to each right-of-way.

Section 12. Tents, Trailers and Temporary Structures. Owners or occupants shall not place upon a Unit or any part of the Properties any tent or trailer or any structure of a temporary nature, such as a tent, shack, or utility shed, except as may be permitted by the Development Review Committee during initial construction on the Unit.
Section 13. Tree Removal. No trees shall be removed, except for (a) diseased or dead trees; and (b) trees reasonably needing to be removed to promote the growth of other trees or for safety reasons, unless approved as provided in Article VIII.

Section 14. Utility Lines. All new utility lines, including electrical, telephone, water, cable television and other utility lines and the connections thereto, shall be installed underground, except for temporary lines as required during construction. Notwithstanding the above, the Development Review Committee may, in its sole discretion, permit certain equipment such as electrical transformers and high voltage power lines to be located above ground.

Section 15. Governmental Compliance. All laws, ordinances, and regulations of all governmental and quasi-governmental agencies or authorities having jurisdiction over the Properties shall be observed, and violations of laws, orders, rules, regulations, or requirements of any governmental or quasi-governmental agency or authority having jurisdiction over the Properties shall be immediately corrected and/or removed by, and at the sole expense of, the Owner responsible for the same.

Section 16. Lighting. Except for seasonal Christmas decorative lights, all exterior lights must be approved as provided in Article VIII, provided, however, the Board may adopt reasonable rules regulating seasonal lights as to scope and time.

Section 17. Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation shall be permitted on any Unit except inside of buildings on the Unit. Exterior sculpture, fountains, flags, and similar items must be approved as provided in Article VIII.

Section 18. Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Unit unless it is an integral and harmonious part of the architectural design of a structure and is approved as provided in Article VIII.

Section 19. Compliance With Insurance Requirements. No Owner or Occupant of the Properties shall commit, suffer, or fail to do any act in violation of insurance policies which may be procured and maintained by the Association, and no Owner or Occupant shall do or permit anything to be done, or keep or permit anything to be kept, or suffer any condition to exist, which is reasonably likely to or which does (a) result in termination of any such policies; (b) adversely affect any party's right of recovery thereunder; (c) result in reputable insurance companies refusing to provide insurance as required or permitted by the By-Laws of the Association; or (d) result in an increase in the insurance rate or premium to be charged to the Association, unless, in the case of such increase, the Owner or Occupant responsible for such increase shall immediately pay the same.

Section 20. Use of Lakes and Ponds. All lakes, ponds and other bodies of water within the Properties shall be for aesthetic purposes and drainage only, and no other use thereof, including, without limitation, swimming, boating, wading, use of personal
flotation devices and playing, shall be permitted. Notwithstanding the above, the Board of Directors may, but shall not be obligated to permit fishing from the shorelines or banks of lakes, ponds and streams within the Properties. The Association shall not be responsible for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds or other water bodies within the Properties.

Section 21. Other Prohibited Uses. In addition to uses which are inconsistent with zoning for the Properties or otherwise prohibited by this Declaration, the following uses and activities are prohibited within the Properties:

(a) residential uses of any kind, including trailer courts, mobile home parks, and campgrounds, provided that this shall not prohibit hotels;

(b) oil drilling, water drilling, oil refining, quarrying, or mining operations and all construction incident thereto;

(c) junk yards and recycling facilities and garbage/waste transfer or sorting facilities; and

(d) commercial excavation of building or construction materials, except in the usual course of construction of improvements.

ARTICLE XII
GENERAL PROVISIONS

Section 1. Term. The Covenants and Restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any portion of the Property, their respective legal representatives, heirs, successors, and assigns, for a term of thirty-five (35) years from the date this Declaration is recorded, after which time they shall automatically be extended for successive periods of five (5) years, unless an instrument in writing, signed by a majority of the of the total votes of the Association, has been recorded within the year preceding the beginning of each successive five (5) year period agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same. Notwithstanding the foregoing, the easements created, reserved, or declared by this Declaration shall, unless extinguished or terminated by operation of law, be perpetual in duration.

Section 2. Amendment. Prior to the conveyance of the first Lot or Unit by Covenantor, Covenantor may unilaterally amend this Declaration for any purpose. After the conveyance of the first Unit, the Covenantor may unilaterally amend this Declaration for any purpose so long as it still owns any of the Property described in Exhibit "A" for development as part of the Property and so long as the amendment has no material adverse effect upon any right of any Owner. Thereafter and otherwise, unless otherwise specified herein, this Declaration may be amended only by the affirmative
vote or written consent, or any combination thereof, of Members holding seventy-five (75%) of the total votes of the Association, including the consent of the Covenantor, if the Covenantor still owns any of the Property described in Exhibit "A". However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. No amendment shall be effective until recorded in the public records of DeKalb County, Illinois. The change, modification, or rescission, accomplished under the provisions of this paragraph, shall be effective upon recordation of such instrument in the Office of the Recorder of Deeds of DeKalb County, Illinois. No amendment which shall adversely affect the rights of the Covenantor shall be effective without the Covenantor's express written consent thereto.

Section 3. Indemnification. The Association shall indemnify every officer, director, and committee member against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Section 4. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Unit and such portion or portions of the Common Area adjacent thereto or as between adjacent Units due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than one (1) foot, as measured from any point on the common boundary between each Unit and the adjacent portion of the Common Area or as between said adjacent Units, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of an Owner, tenant, or the Association.

Section 5. Easements for Utilities, Etc. Covenantor hereby reserves for itself and its designees (which may include, without limitation, the City of DeKalb in the County of DeKalb, Illinois and any utility) blanket easements upon, across, over, and under all of the Common Area and to the extent shown on any plat over the Units for ingress,
egress, installation, replacing, repairing, and maintaining broad band cable television systems, master television antennae systems, security, and similar systems, walkways, and all utilities, including but not limited to water, sewers, meter boxes, telephones, gas and electricity. This reserved easement may be assigned by Covenantor by written instrument to the Association, and the Association shall accept the assignment upon such terms and conditions as are acceptable to Covenantor. If this reserved easement is assigned to the Association, the Board shall, upon written request, grant such easements as may be reasonably necessary for the development of any Properties described in Exhibit "A" of this Declaration.

Without limiting the generality of the foregoing, there are hereby reserved for the local suppliers of natural gas and water easements across all Units on the Properties for ingress, egress, installation, reading, replacing, repairing, and maintaining gas and water meters, respectively.

Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said Properties, except as installed during the development and sale of the Properties by Covenantor or as may be approved by the Association’s Board of Directors. Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement on said Properties without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Properties.

The Board shall have, by a two-thirds (2/3) vote, the power to dedicate all or part of the Common Area to the City of DeKalb in the County of DeKalb, Illinois or to any other local, state, or federal governmental entity.

Section 6. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 7. Right of Entry. The Association shall have the right, but shall not be obligated, to enter onto any portion of the Properties for maintenance, emergency, security, and safety, which right may be exercised by the Association’s Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Board.

Section 8. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule
against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Section 9. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of seventy-five (75%) percent of all Members. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration; (b) the imposition and collection of assessments; (c) proceedings involving challenges to ad valorem taxation; or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Covenantor or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 10. Use of the Words Dekalb Business Center Association. No person shall use the words Dekalb Business Center Association or any derivative thereof, or any tradename, trademark or logo developed by or belonging to the Covenantor or its affiliates, in the name of any building or any business or enterprise or in any printed or promotional material without the prior written consent of the Covenantor. However, Owners or occupants may use the terms in printed or promotional matter where such term is used solely to specify that particular property is located within the Properties.

Section 11. Ownership of Unit by the United States. Covenantor shall have the right to exempt the United States, as the Owner of a Unit, from any of the restrictions contained in this Declaration, or the By-Laws, or rules and regulations of the Association if such exemption is required by the United States.

Section 12. Liability of Beneficiaries of Land Trust. In the event title to any Unit is conveyed to a title-holding trust under the terms of which all powers of management, operation, and control remain vested in the trust beneficiary or beneficiaries, then the beneficiary or beneficiaries thereunder shall be responsible for the performance of all obligations, the payment of all liens or indebtedness, and for compliance with all agreements, covenants, and undertakings, including the payment of all costs assessed against such Units. No claim shall be made against the trustee of any such title-holding trust personally for payment of any lien or obligation created hereunder, and such trustee shall not be obligated to sequester funds or trust property to apply, in whole or in part, against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Unit so owned and the obligation of the beneficiaries of such trust, notwithstanding any transfer or attempted transfer of the beneficial interest in any such trust or any transfer or attempted transfer of title to such Unit.

2007009696
IN WITNESS WHEREOF, the undersigned Covenantor has executed this Declaration this _____ day of _____________________, 2005

DEKALB 343, LLC, an Illinois limited liability company

"Covenantor"

By:____________________________________

Title:___________________________________

Attest:_________________________________

Title:___________________________________

JOLJEN/139791.1
ID:PR

2607 009696
DEKALB BUSINESS CENTER
DEVELOPMENT SIGNAGE EXHIBIT "J"

The comprehensive signage program at DeKalb Business Center is designed to provide consistent identification, information and directional communication in a distinctive and aesthetically pleasing manner.

This master planned signage system is essential for total project unification, value enhancement and to maintain quality control. Signage is one of the most valuable components within DeKalb Business Center, therefore, variations and reinterpretations of the shapes, colors and materials of the systems are employed from the entrance throughout, to all internal applications. It is intended that no individual sign will be dominant or distract from the quality or appearance of the total project.
DEKALB BUSINESS CENTER
PHASING OUTLINE – EXHIBIT “L”

The following is a brief summary of phasing. In general, we are positioning the DeKalb Business Center to be ready and flexible for development in the marketplace and to favorably attract and accommodate these potential users. Not unlike other development, we are maintaining options to initiate the first few users requirements including size, location, visibility and other parameters that prospects are concerned about.

With that, we have itemized the minimum requirements for the infrastructure build-out. In addition, we have shown how the overall development could be phased and continue to provide the same high standards set forth in the Annexation Agreement and the Development Guidelines.

Refer to concept site plan “A”, “B” and “C” for examples of how an initial project would be developed.

GRADING AND STORMWATER MANAGEMENT

1. Mass grading for the detention/retention area and the development parcel.

2. Installation of the detention/retention pond(s) to facilitate the tributary area of the proposed development parcel.

3. Installation of storm sewer piping and outfall for pond(s).

WATERMAIN

1. Install the 16” offsite watermain from the northwest corner of Gurler Road and Route 23, west along Gurler Road approximately 1,400 feet and connect to the existing 16” watermain located at the northwest corner of Gurler Road and the railroad right-of-way.

2. Install 16” watermain from Gurler Road and Route 23, east to service the proposed development parcel.

3. Install the 16” watermain from the above initial service and loop it around to the major trunk watermain at the northeast corner of the development near the tollway oasis. (This will be started immediately following the issuance of certificate(s) of occupancy for building floor area in excess of 2.5 million square feet or no more than two (2) years from the date of occupancy of the first building constructed in the development.)
SANITARY SEWER

1. Install the 12" diameter offsite sanitary sewer from the northwest corner of the development along Harvester Drive to the existing drop connection at Harvester Drive and Corporate Drive.

2. Install the necessary 12" sanitary sewer within the business park to service the proposed development parcel.

3. Final sanitary sewer size, location and distribution subject to approval of the City of DeKalb and the DeKalb Sanitary District.

ROADWAY IMPROVEMENTS:

1. Install the pavement overlay and widen aggregate shoulders on Gurler Road from the intersection of Gurler Road and Route 23 east to the intersection of Gurler Road and Peace Road. This will upgrade the road to a Class II Truck Route.

2. Install westbound right turn lanes on Gurler Road into any proposed development/lot entrance of the DeKalb Business Center.

3. Depending on the traffic generation, install east bound left turn lanes on Gurler Road into any proposed development/lot entrance of the DeKalb Business Center.

4. Depending on the spacing of the development/lot entrances and the traffic generations for the DeKalb Business Center, Gurler Road may have to be widened to three (3) lanes with a continuous left turn lane for the entire frontage of the development.

5. Depending on the traffic generation, left turn lanes at all four legs of the intersection of Route 23 and Gurler Road may have to be installed.

6. Depending on the traffic generation, a northbound right turn lane at the intersection of Route 23 and Gurler Road may have to be installed.

7. Depending on the traffic generation, a traffic signal at the intersection of Gurler Road and Route 23 may be required.
8. If access to Route 23 is required with the development, a south bound left turn lane and northbound right turn lane will have to be installed at the proposed entrance off of Route 23.

9. If the full access is proposed to be installed off of Route 23 with the development, Route 23 will have to be widened to three (3) lanes throughout the frontage of the development parcel to accommodate a left turn at the full access at the intersection of with Gurler Road.

10. Note, the phasing and requirements of all roadway improvement are subject to the City of DeKalb, I.D.O.T. and the actual traffic generated by each building.

LANDSCAPING, SIGNAGE AND OTHER IMPROVEMENTS:

1. These items are to be completed in a phased manner so that each individual development parcel is benefited by the requirements set forth in the Annexation Agreement and the Development Guidelines for the DeKalb Business Center.
ORDINANCE NO.: __________

AN ORDINANCE APPROVING RECAPTURE FOR THE CONSTRUCTION OF CERTAIN PUBLIC IMPROVEMENTS IN CONJUNCTION WITH THE DEKALB BUSINESS CENTER AND NEIGHBORING PROPERTIES

WHEREAS, DEKALB 343, L.L.C. ("DeKalb 343") holds legal and/or equitable title to approximately 343.056 acres of real property located generally on the south side of I-88, the north side of Gurler Road, east side of Illinois Route 23 and west side of Crego Road, DeKalb, Illinois, which DeKalb 343 has proposed to develop with a mixed-use commercial and industrial development (the "DeKalb Business Center Property" or "DeKalb 343 Property"); and

WHEREAS, WENNLUND FARM, L.L.C. ("Wennlund") holds legal and/or equitable title to approximately 160 acres of real property located generally on the south side of Gurler Road, west side of Peace Road, in DeKalb, Illinois, which Wennlund has proposed to develop with a mixed-use commercial and industrial development (the "Wennlund Property"); and

WHEREAS, JAMES N. YOUNG TRUST AND NADYNE H. YOUNG TRUST (collectively, "Young") hold legal and/or equitable title to approximately 160 acres of real property located generally on the south side of I-88, north side of Gurler Road, west side of Peace Road, and east side of Crego Road, in DeKalb, Illinois, which Young has proposed to develop with a mixed-use commercial and industrial development (the "Young Property"); and

WHEREAS, DeKalb 343, Wennlund and Young shall hereinafter each be referred to individually as a "Developer" and collectively as "Developers" and further that the DeKalb 343 Property, Wennlund Property and Young Property shall hereinafter each be known as a "Development Property" and collectively as the "Development Properties"; and

WHEREAS, the property known as the CARONA-JOHNSON FARM No. 2140 ("Johnson Carona Farm"), consisting of approximately 262.14 acres, extends along the entire southern frontage of Gurler Road between Route 23 and Crego Road and directly benefits from the installation of the improvements contemplated to be installed per the provisions of this Ordinance (the Development Properties and the Johnson Carona Farm to collectively be known as the "Benefited Properties"); and

WHEREAS, the CITY OF DEKALB (the "City") may require the installation of certain public improvements as a condition to the approval of a plat of subdivision and the issuance of building permits for the development of the DeKalb Business Center Property, the Wennlund Property, the Young Property and/or the Benefited Properties; and

WHEREAS, the City may require one or more of the Developers to construct and install certain roadway improvements, improvements to the surrounding public roadways, watermains, sanitary sewers and fiber optic conduit, as further described herein (the "Project Improvements"), as conditions to the approval of plats of subdivision for the Development Properties and the issuance of building permits thereon; and

200709696

EXHIBIT

M
WHEREAS, the provisions of 65 ILCS 5/9-5-1, et. seq., permit the corporate authorities of any municipality to contract to reimburse a developer for a portion of the cost of required public improvements which may be used for the benefit of property other than that contained in a plat of subdivision (the “Benefited Properties”, as described in Exhibit A attached hereto); and

WHEREAS, DeKalb 343, Wennlund and Young each have agreed to construct certain required Project Improvements in compliance with specifications of the City's Engineer in order to provide adequate service to the Development Properties and the Benefited Properties, as described herein.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

SECTION ONE: That the Preamble and all Exhibits to this Ordinance are incorporated herein as if fully set forth in this Section 1.

SECTION TWO: The Project Improvements may consist of the following improvements such that, in the event that any or all of the following improvements are constructed by any of the Developers of any of the Development Properties, the provisions of this Ordinance shall apply:

(i) all roadway improvements made to the intersection of Route 23 and Gurler Road, including any signalization installed thereon;

(ii) all roadway improvements made to that portion of Gurler Road from the east side of Route 23 to the west side of Crego Road;

(iii) all roadway improvements made to the intersection of Crego Road and Gurler Road, including, but not limited to, any traffic signalization installed at said intersection;

(iv) all roadway improvements made to that portion of Crego Road situated north of the intersection of Gurler Road and Crego Road;

(v) all roadway improvements made to overlay that portion of Gurler Road running east from the east side of the intersection of Crego Road and Gurler Road to Peace Road;

(vi) installation of a watermain from Route 23 west down Gurler Road, including augering under Route 23 and the railroad tracks, completing the connection west of the railroad tracks;

(vii) installation of a watermain along Gurler Road from Route 23 to Peace Road;

(viii) installation of a watermain along Crego Road, north of Gurler Road;

(ix) installation of a watermain along Route 23;
(x) installation of off-site and regional improvements and regional sanitary
    trunk sewer along Route 23 north of Gurler Road;

(xi) installation of off-site and regional improvements and regional sanitary
     trunk sewer along Gurler Road between Route 23 and Peace Road;

(xii) installation of sanitary sewer along Crego Road, north of Gurler Road;

(xiii) installation of an off-site sanitary sewer and related improvements,
    including a lift station, force main, and regional sewer trunk line,
    necessary to connect to the existing service at Harvestore Drive and
    Corporate Drive; and

(xiv) installation of fiber optic conduit through the DeKalb Business Center
     Property.

For purposes of this Ordinance, the term Project Improvements shall include (a) all “hard costs”
    of constructing and installing all of the Project Improvements; (b) all “soft costs” including, but
    not limited to, planning costs, design costs, engineering fees and costs, legal fees and costs, and
    any other professional costs or fees which are in any way associated with or necessitated by the
    construction or installation of the applicable Project Improvements; and (c) the fair market value
    of the land donated by DeKalb 343 for purposes of (i) the planned lift station and (ii) driveway
    easements, if solely used for access of the planned lift station, that may be located on the DeKalb
    Business Center Property.

SECTION THREE: If and to the extent DeKalb 343 performs the Project
    Improvements, DeKalb 343 shall be paid by the owner(s) of the other Benefited Properties
    (excluding DeKalb 343) the amounts equal to the percentages set forth herein of the total costs of
    the Project Improvements paid for by DeKalb 343 as follows:

<table>
<thead>
<tr>
<th>Project Improvements</th>
<th>Benefited Property(ies)</th>
<th>Recapture Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i) all roadway improvements made to the intersection of Route 23 and Gurler Road,</td>
<td>Johnson Corona Farm</td>
<td>50%</td>
</tr>
<tr>
<td>including any signalization installed thereon</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(ii) all roadway improvements made to that portion of Gurler Road from the east side</td>
<td>Johnson Corona Farm</td>
<td>50%</td>
</tr>
<tr>
<td>of Route 23 to the west side of Crego Road</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
(iii) all roadway improvements made to the intersection of Crego Road and Gurler Road, including, but not limited to, any traffic signalization installed at said intersection

<table>
<thead>
<tr>
<th>Johnson Corona Farm</th>
<th>33%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wennlund</td>
<td>16%</td>
</tr>
<tr>
<td>Young</td>
<td>16%</td>
</tr>
</tbody>
</table>

(iv) all roadway improvements made to that portion of Crego Road situated north of the intersection of Gurler Road and Crego Road

| Young               | 50% (1) |

(v) all roadway improvements made to overlay that portion of Gurler Road running east from the east side of the intersection of Crego Road and Gurler Road to Peace Road

<table>
<thead>
<tr>
<th>Wennlund</th>
<th>16%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Young</td>
<td>16%</td>
</tr>
<tr>
<td>Johnson Corona Farm</td>
<td>33%</td>
</tr>
</tbody>
</table>

(vi) installation of a watermain from Route 23 west down Gurler Road including augering under Route 23 and the railroad tracks, completing the connection west of the railroad tracks

<table>
<thead>
<tr>
<th>Johnson Corona Farm</th>
<th>33%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wennlund</td>
<td>16%</td>
</tr>
<tr>
<td>Young</td>
<td>16%</td>
</tr>
</tbody>
</table>

(vii) installation of a watermain along Gurler Road from Route 23 to Peace Road

<table>
<thead>
<tr>
<th>Johnson Corona Farm</th>
<th>33%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wennlund</td>
<td>16%</td>
</tr>
<tr>
<td>Young</td>
<td>16%</td>
</tr>
<tr>
<td>Description</td>
<td>Contractor</td>
</tr>
<tr>
<td>----------------------------------------------------------------------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>(viii) Installation of a watermain along Crego Road, north of Gurler Road</td>
<td>Young</td>
</tr>
<tr>
<td>(ix) Installation of a watermain along Route 23</td>
<td>Johnson Corona Farm</td>
</tr>
<tr>
<td>(x) Installation of off-site and regional improvements and regional</td>
<td>Johnson Corona Farm</td>
</tr>
<tr>
<td>sanitary trunk sewer along Route 23 north of Gurler Road (2)</td>
<td>Wennlund</td>
</tr>
<tr>
<td></td>
<td>Young</td>
</tr>
<tr>
<td>(xi) Installation of off-site and regional improvements and regional</td>
<td>Johnson Corona Farm</td>
</tr>
<tr>
<td>sanitary trunk sewer along Gurler Road between Route 23 and Peace Road (2)</td>
<td>Wennlund</td>
</tr>
<tr>
<td></td>
<td>Young</td>
</tr>
<tr>
<td>(xii) Installation of sanitary sewer along Crego Road, north of Gurler Road</td>
<td>Young</td>
</tr>
<tr>
<td>(xiii) Installation of an off-site sanitary sewer and related improvements,</td>
<td>Johnson Corona Farm</td>
</tr>
<tr>
<td>including a lift station, force main, and regional sewer trunk line,</td>
<td>Wennlund</td>
</tr>
<tr>
<td>necessary to connect to the existing service at Harvestore Drive and</td>
<td>Young</td>
</tr>
<tr>
<td>Corporate Drive (2)</td>
<td></td>
</tr>
<tr>
<td>(xiv) Installation of fiber optic conduit through the DeKalb Business</td>
<td>Johnson Corona Farm</td>
</tr>
<tr>
<td>Center Property.</td>
<td>Wennlund</td>
</tr>
</tbody>
</table>
Payable only in the event that the Young Property seeks any curb cut or appropriate utility connection on Crego Road, as applicable.

To the extent the costs relating to such Project Improvements are not paid by the DeKalb Sanitary District, then such unpaid amounts shall be recoverable from the Benefited Property owners.

Payable only in the event that such Benefited Property owner(s) connect to the fiber optic conduit.

**SECTION FOUR:** If and to the extent Wennlund performs any of the following Project Improvements, Wennlund shall be paid by the owner(s) of the other Benefited Properties (excluding Wennlund) the amounts equal to the percentages set forth herein of the total costs of the Project Improvements paid for by Wennlund as follows:

<table>
<thead>
<tr>
<th>Project Improvements</th>
<th>Benefited Property(ies)</th>
<th>Recapture Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i) all roadway improvements made to the intersection of Route 23 and Gurler Road, including any signalization installed thereon</td>
<td>Johnson Corona Farm</td>
<td>50%</td>
</tr>
<tr>
<td></td>
<td>DeKalb 343</td>
<td>50%</td>
</tr>
<tr>
<td>(ii) all roadway improvements made to that portion of Gurler Road from the east side of Route 23 to the west side of Crego Road</td>
<td>Johnson Corona Farm</td>
<td>50%</td>
</tr>
<tr>
<td></td>
<td>DeKalb 343</td>
<td>50%</td>
</tr>
<tr>
<td>(iii) all roadway improvements made to the intersection of Crego Road and Gurler Road, including, but not limited to, any traffic signalization installed at said intersection</td>
<td>Johnson Corona Farm</td>
<td>33%</td>
</tr>
<tr>
<td></td>
<td>DeKalb 343</td>
<td>35%</td>
</tr>
<tr>
<td></td>
<td>Young</td>
<td>16%</td>
</tr>
<tr>
<td>(iv) all roadway improvements made to that portion of Crego Road</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Description</td>
<td>Contractor</td>
<td>Percentage</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>Situated north of the intersection of Gurler Road and Crego Road</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>(v) All roadway improvements made to overlay that portion of Gurler Road running east from the east side of the intersection of Crego Road and Gurler Road to Peace Road</td>
<td>DeKalb 343</td>
<td>35%</td>
</tr>
<tr>
<td></td>
<td>Young</td>
<td>16%</td>
</tr>
<tr>
<td></td>
<td>Johnson Corona Farm</td>
<td>33%</td>
</tr>
<tr>
<td>(vi) Installation of a watermain from Route 23 west down Gurler Road including augering under Route 23 and the railroad tracks, completing the connection west of the railroad tracks</td>
<td>Johnson Corona Farm</td>
<td>33%</td>
</tr>
<tr>
<td></td>
<td>DeKalb 343</td>
<td>35%</td>
</tr>
<tr>
<td></td>
<td>Young</td>
<td>16%</td>
</tr>
<tr>
<td>(vii) Installation of a watermain along Gurler Road from Route 23 to Peace Road</td>
<td>Johnson Corona Farm</td>
<td>33%</td>
</tr>
<tr>
<td></td>
<td>DeKalb 343</td>
<td>35%</td>
</tr>
<tr>
<td></td>
<td>Young</td>
<td>16%</td>
</tr>
<tr>
<td>(viii) Installation of a watermain along Crego Road, north of Gurler Road</td>
<td>Young</td>
<td>50%</td>
</tr>
<tr>
<td></td>
<td>DeKalb 343</td>
<td>50%</td>
</tr>
<tr>
<td>(ix) Installation of a watermain along Route 23 north of Gurler</td>
<td>DeKalb 343</td>
<td>50%</td>
</tr>
<tr>
<td></td>
<td>Johnson Corona Farm</td>
<td>50%</td>
</tr>
<tr>
<td>(x) Installation of off-site and</td>
<td>Johnson Corona Farm</td>
<td>33%</td>
</tr>
<tr>
<td>Description</td>
<td>Responsible Entity</td>
<td>Percentage</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>--------------------</td>
<td>------------</td>
</tr>
<tr>
<td>Regional improvements and regional sanitary trunk sewer along Route 23 north of Gurler Road&lt;sup&gt;(5)&lt;/sup&gt;</td>
<td>DeKalb 343</td>
<td>35%</td>
</tr>
<tr>
<td></td>
<td>Young</td>
<td>16%</td>
</tr>
<tr>
<td>(xi) Installation of off-site and regional improvements and regional sanitary trunk sewer along Gurler Road between Route 23 and Peace Road&lt;sup&gt;(5)&lt;/sup&gt;</td>
<td>Johnson Corona Farm</td>
<td>33%</td>
</tr>
<tr>
<td></td>
<td>DeKalb 343</td>
<td>35%</td>
</tr>
<tr>
<td></td>
<td>Young</td>
<td>16%</td>
</tr>
<tr>
<td>(xii) Installation of sanitary sewer along Crego Road, north of Gurler Road&lt;sup&gt;(5)&lt;/sup&gt;</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td></td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>(xiii) Installation of an off-site sanitary sewer and related improvements, including a lift station, force main, and regional sewer trunk line, necessary to connect to existing service at Harvostore Drive and Corporate Drive&lt;sup&gt;(5)&lt;/sup&gt;</td>
<td>Johnson Corona Farm</td>
<td>33%</td>
</tr>
<tr>
<td></td>
<td>DeKalb 343</td>
<td>35%</td>
</tr>
<tr>
<td></td>
<td>Young</td>
<td>16%</td>
</tr>
<tr>
<td>(xiv) Installation of fiber optic conduit through the DeKalb Business Center Property.</td>
<td>Johnson Corona Farm</td>
<td>33%&lt;sup&gt;(6)&lt;/sup&gt;</td>
</tr>
<tr>
<td></td>
<td>DeKalb 343</td>
<td>35%</td>
</tr>
<tr>
<td></td>
<td>Young</td>
<td>16%&lt;sup&gt;(6)&lt;/sup&gt;</td>
</tr>
</tbody>
</table>

<sup>(4)</sup> Payable only in the event that the Young Property seeks any connection to the water main on Crego Road.

<sup>(5)</sup> To the extent the costs relating to such Project Improvements are not paid by the DeKalb Sanitary District, then such unpaid amounts shall be recoverable from the Benefited Property owners.
Payable only in the event that such Benefited Property owner(s) connect to the fiber optic conduit.

**SECTION FIVE:** If and to the extent Young performs any of the following Project Improvements, Young shall be paid by the owner(s) of the other Benefited Properties (excluding Young) the amounts equal to the percentages set forth herein of the total costs of the Young Project Improvements paid for by Young as follows:

<table>
<thead>
<tr>
<th>Project Improvement</th>
<th>Benefited Property(ies)</th>
<th>Recapture Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i) all roadway improvements made to the intersection of Route 23 and Guler Road, including any signalization installed thereon</td>
<td>Johnson Corona Farm</td>
<td>50%</td>
</tr>
<tr>
<td></td>
<td>DeKalb 343</td>
<td>50%</td>
</tr>
<tr>
<td>(ii) all roadway improvements made to that portion of Guler Road from the east side of Route 23 to the west side of Crego Road</td>
<td>Johnson Corona Farm</td>
<td>50%</td>
</tr>
<tr>
<td></td>
<td>DeKalb 343</td>
<td>50%</td>
</tr>
<tr>
<td>(iii) all roadway improvements made to the intersection of Crego Road and Guler Road, including, but not limited to, any traffic signalization installed at said intersection</td>
<td>Johnson Corona Farm</td>
<td>33%</td>
</tr>
<tr>
<td></td>
<td>DeKalb 343</td>
<td>35%</td>
</tr>
<tr>
<td></td>
<td>Wennlund</td>
<td>16%</td>
</tr>
<tr>
<td>(iv) all roadway improvements made to that portion of Crego Road situated north of the intersection of Guler Road and Crego Road</td>
<td>DeKalb 343</td>
<td>50%(^7)</td>
</tr>
<tr>
<td>(v) all roadway improvements made to overlay that portion of Guler Road running east from the east side of the intersection of Crego Road and Guler Road to Peace Road</td>
<td>DeKalb 343</td>
<td>35%</td>
</tr>
<tr>
<td></td>
<td>Wennlund</td>
<td>16%</td>
</tr>
<tr>
<td>Description</td>
<td>Vendor</td>
<td>Percentage</td>
</tr>
<tr>
<td>----------------------------------------------------------------------------</td>
<td>-----------------</td>
<td>------------</td>
</tr>
<tr>
<td>(vi) installation of a watermain from Route 23 west down Gurler Road</td>
<td>Johnson Corona</td>
<td>33%</td>
</tr>
<tr>
<td>including augering under Route 23 and the railroad tracks, completing the</td>
<td>Farm</td>
<td></td>
</tr>
<tr>
<td>connection west of the railroad tracks</td>
<td>DeKalb 343</td>
<td>35%</td>
</tr>
<tr>
<td>Wennlund</td>
<td></td>
<td>16%</td>
</tr>
<tr>
<td>(vii) installation of a watermain</td>
<td>Johnson Corona</td>
<td>33%</td>
</tr>
<tr>
<td>along Gurler Road from Route 23 to Peace Road</td>
<td>Farm</td>
<td></td>
</tr>
<tr>
<td>DeKalb 343</td>
<td></td>
<td>35%</td>
</tr>
<tr>
<td>Wennlund</td>
<td></td>
<td>16%</td>
</tr>
<tr>
<td>(viii) installation of a watermain</td>
<td>DeKalb 343</td>
<td>50%</td>
</tr>
<tr>
<td>along Crego Road, north of Gurler Road</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(ix) installation of a watermain along Route 23 north of Gurler</td>
<td>DeKalb 343</td>
<td>50%</td>
</tr>
<tr>
<td>(x) installation of off-site and regional improvements and regional</td>
<td>Johnson Corona</td>
<td>33%</td>
</tr>
<tr>
<td>sanitary trunk sewer along Route 23 north of Gurler Road</td>
<td>Farm</td>
<td></td>
</tr>
<tr>
<td>DeKalb 343</td>
<td></td>
<td>35%</td>
</tr>
<tr>
<td>Wennlund</td>
<td></td>
<td>16%</td>
</tr>
<tr>
<td>(xi) installation of off-site and regional improvements and regional</td>
<td>Johnson Corona</td>
<td>33%</td>
</tr>
<tr>
<td>sanitary trunk sewer along Gurler Road between Route 23 and Peace Road</td>
<td>Farm</td>
<td></td>
</tr>
<tr>
<td>DeKalb 343</td>
<td></td>
<td>35%</td>
</tr>
<tr>
<td>Wennlund</td>
<td></td>
<td>16%</td>
</tr>
<tr>
<td>(xii) installation of sanitary sewer along Crego Road, north of Gurler Road</td>
<td>DeKalb 343</td>
<td>50% (7)</td>
</tr>
<tr>
<td>(xiii) installation of an off-site sanitary sewer and related improvements, including a lift station, force main, and regional sewer trunk line, necessary to connect to existing service at Harvestore Drive and Corporate Drive</td>
<td>Johnson Corona Farm</td>
<td>33%</td>
</tr>
<tr>
<td></td>
<td>DeKalb 343</td>
<td>35%</td>
</tr>
<tr>
<td></td>
<td>Wennlund</td>
<td>16%</td>
</tr>
<tr>
<td>(xiv) installation of fiber optic conduit through the DeKalb Business Center Property.</td>
<td>Johnson Corona Farm</td>
<td>33% (9)</td>
</tr>
<tr>
<td></td>
<td>DeKalb 343</td>
<td>35%</td>
</tr>
<tr>
<td></td>
<td>Wennlund</td>
<td>16% (9)</td>
</tr>
</tbody>
</table>

(7) If the Young Property does not seek any curb cut or appropriate utility connection on Crego Road, as applicable, then the cost of said Project Improvement subject to recapture from DeKalb 343 shall be increased to 100%.

(8) To the extent the costs relating to such Project Improvements are not paid by the DeKalb Sanitary District, then such unpaid amounts shall be recoverable from the Benefited Property owners.

(9) Payable only in the event that such Benefited Property owner(s) connect to the fiber optic conduit.

**SECTION SIX:** As soon as practicable following completion of any of the Project Improvements, or portion thereof, but prior to acceptance of same by the City, the applicable Developer who has installed said Project Improvement (the “Installation Developer”) shall submit to the City’s Engineer a set of record drawings, sealed by an Illinois licensed professional engineer, and a sworn statement as to the work performed on the Project Improvements, or portion thereof, and the cost thereof. The City Engineer shall promptly review and approve the Installation Developer’s costs of the Project Improvements, or portion thereof, and shall approve the amount of the recapture obligations due and owing from each Benefited Property hereunder.
SECTION SEVEN: The City shall provide advance written notice to the Developers, or the owners of record of the Development Properties, of the annexation to the City of any of the Benefited Property(ies).

SECTION EIGHT: The recapture obligations from each owner of any Benefited Property pursuant hereto shall be due and owing to the applicable Installation Developer upon the issuance of any building permit on the applicable Benefited Property, and no occupancy permit shall be issued for the applicable Benefitted Property unless all recapture obligations from each owner of such Benefited Property have been paid. In the event an owner of a Benefited Property(ies) fails to pay the recapture obligations when due and owing to the applicable Installation Developer hereunder, said Installation Developer shall be entitled to seek immediate injunctive relief against the owner of such Benefited Property(ies), and to enjoin the issuance by the City of any occupancy permit to such owner until such time as any and all amounts due and owing to said Installation Developer hereunder has been paid;

SECTION NINE: Any and all recapture amounts due and owing to the applicable Installation Developer hereunder shall be adjusted by the Chicagoland Construction Cost Index (the “Index”), based on the change in the Index between the most recent published Index amount at the time of payment by any owner of any Benefited Property, or other property, and the Index amount as of the later of (a) the month immediately following acceptance by the City or such other governmental body having jurisdiction over said Project Improvement(s); or (b) the date of the Installation Developer’s payment to fund said Project Improvement(s), whichever is later.

SECTION TEN: Any and all recapture amounts due and owing to an Installation Developer hereunder which are not paid by the owner(s) of any of the Benefited Property(ies) when due pursuant to the terms of this Ordinance shall accrue interest at the per annum rate equivalent to two percent (2%) over the Prime Interest Rate existing as of the date such recapture obligations become due and owing, which interest shall accrue from the date any such owner(s) of any of the Benefited Property(ies) fails to pay the recapture obligations required by this Ordinance to said Installation Developer when due and owing. Said Installation Developer shall be entitled to payment from any owner of any of the Benefited Property(ies) of its reasonable costs of collecting any amounts due and owing thereunder, including attorneys fees.

SECTION ELEVEN: Should the City, or a Developer, secure any outside grants or other payments for any of the above-mentioned Project Improvements, the total recapture amounts set forth herein for said Project Improvement shall be reduced by the amount of said grants, and any grants so secured by the City shall be transferred or paid to the Installation Developer having installed said Project Improvement upon completion and the acceptance of such Project Improvement by the City and/or such other governmental body.

SECTION TWELVE: DeKalb 343, Wennlund and Young agree to grant any permanent or temporary easements or dedicate any rights-of-way required for the installation of any of the Project Improvements itemized in this Ordinance, the execution of said easements or rights-of-way to not unreasonably be denied.

SECTION THIRTEEN: This Ordinance shall be binding upon and in full force and effect with regard to any successors in interest to the Developers. Any such successor shall
benefit from and be obligated to comply with all of the terms, requirements, limitations, and conditions set forth in this Ordinance as to any portion of the Development Property owned by it or in which it has any interest.

SECTION FOURTEEN: In the event the DeKalb Sanitary District constructs and pays for any or all of the off-site work and regional trunk service infrastructure which are a part of this Ordinance, then in such event, such items shall not be part of the Project Improvements hereunder.

SECTION FIFTEEN: In the event an Installation Developer receives any monies from owners, other developers, grants, or other agreements pursuant to any certain Project Improvements installed by said Installation Developer, then said Installation Developer will rebate (or credit) to the other developers of the Benefited Properties their respective proportionate share of said Project Improvements.

SECTION SIXTEEN: This Ordinance shall be recorded with the DeKalb County Recorder of Deeds against each of the Benefited Properties, at DeKalb 343’s sole cost and expense.

SECTION SEVENTEEN: In the event any word, phrase, clause, sentence, paragraph, provision or section of this Ordinance, or any part thereof, shall be held to be unconstitutional, unenforceable or void, the same shall not affect the validity or enforceability of any remaining words, phrases, clauses, sentences, paragraphs, provisions or sections of this Ordinance.

SECTION EIGHTEEN: All ordinances or parts of ordinances conflicting with any provisions of this Ordinance are hereby repealed.

SECTION NINETEEN: This Ordinance shall be effective after its passage, approval and publication in pamphlet form as provided by law.

This Ordinance was passed and filed for the record in the Office of the Clerk of the City of DeKalb, this 26th day of February 2007.

City Clerk

Approved by me this 26th day of ________________ 2007.

Mayor

AYES:  
NAYES:  
ABSTAIN:
EXHIBIT A

BENEFITED PROPERTIES

A. DeKalb Business Center Property (Approximately 343 Acres)

PARCEL 1

The West 1/2 of the Northwest 1/4 laying South of the Illinois State Toll Highway and lying East of the East right of way line of the Chicago and Northwestern Railway Company of Section 35, Township 40 North, Range 4 East of the Third Principal Meridian, excepting therefrom that part of the West 1/2 of the Northwest 1/4 of Section 35, Township 40 North, Range 4, East of the Third Principal Meridian, DeKalb County, Illinois, described as follows: Commencing at the Southwest corner of the said West 1/2 of the Northwest 1/4; thence Easterly on the South line of the said West 1/2 of the Northwest 1/4, 131.14 feet to the Easterly right of way line of the Chicago and Northwestern Transportation Company property being the point of beginning of the tract being described; thence Easterly on the said South line, 1191.68 feet to the Southeast corner of the said West 1/2 of the Northwest 1/4, 80 feet; thence Westerly parallel with the said South line of the West 1/2, of the Northwest 1/4 1155.28 feet to the said Easterly right of way line; thence Southwesterly on the said Easterly right of way line, 87.81 feet to the said point of beginning, all in DeKalb County, Illinois.

PARCEL 2

That part of the Southwest 1/4 of Section 35, Township 40 North, Range 4 East of the Third Principal Meridian, described as follows: Beginning at the Southeast corner of said Southwest 1/4; thence North, along the East line of said Southwest 1/4, 2642.56 feet to the Northeast corner thereof; thence Westerly, at an angle of 89 degrees 42 minutes 55 seconds, measured clockwise from said East line, along the North line of said Southwest 1/4, 2332.47 feet to the Southwesterly line of property described in Document No. 385340; thence Southwesterly, at an angle of 137 degrees 51 minutes 51 seconds, measured clockwise from said North line, along said Southwesterly line, 313.53 feet to the Easterly line of Federal Aid Route 24, said line being 80.0 feet Easterly of, as measured at right angle to, the center line of said Federal Aid Route 24; thence Southerly, at an angle of 132 degrees 22 minutes 17 seconds, measured clockwise from said Southwesterly line, along said Easterly line, 261.35 feet; thence Westerly, at right angles to said Easterly line, 20.0 feet; thence Southerly, at right angles to the last described course, parallel with the center line of said Federal Aid Route 24, and the tangent to the curve of the center line of Federal Aid Route 24, a distance of 1628.16 feet to an angle point; thence continuing Southerly, at an angle of 178 degrees 05 minutes 26 seconds measured clockwise from said parallel line, parallel with said center line, and center line tangent 542.63 feet to the South line of said Southwest 1/4; thence Easterly, at an angle of 87 degrees 52 minutes 00 seconds, measured clockwise from said parallel line, along said South line, 2599.91 feet to the point of beginning all in DeKalb Township, in DeKalb County, Illinois.

The above legal description also includes the following:
Lots 1, 2 and 3 in Vatne’s Subdivision, a subdivision of part of the Southwest 1/4 of Section 35, Township 40 North, Range 4 East of the Third Principal Meridian, according
to the plat thereof recorded December 16, 1957 in Book "K", Page 9, as Document No. 289083, in DeKalb County, Illinois.

PARCEL 3

That part of the East 1/2 of Section 35, and that part of the East 1/2 of the Northwest 1/4 of Section 35, lying Southerly of the Southerly right of way line of the East-West Toll High extension of the Illinois State Toll Highway Authority, all in Township 40 North, Range 4 East of the Third Principal Meridian, DeKalb County, Illinois.

Excepting therefrom the following: Lot 1 in Courtney's Subdivision on part of the Northeast 1/4 of the Southeast 1/4 of Section 35, Township 40 North, Range 4, East of the Third Principal Meridian, according to the plat thereof recorded December 11, 1968, as Document No. 346397, in Plat Book "O", Page 60, situated in DeKalb County, Illinois.

And including Lot 1 in Courtney's Subdivision on part of the Northeast 1/4 of the Southeast 1/4 of Section 35, Township 40 North, Range 4, East of the Third Principal Meridian, according to the plat thereof recorded December 11, 1968, as Document No. 346397, in Plat Book "O", Page 60, situated in DeKalb County, Illinois.

Together with Crego Road, Gurler Road, and Illinois Route 23 adjoining said tracts.

Containing 350 acres more or less, located south of I-88, and bound by Illinois Route 23, Crego Road and Gurler Road.

PIN: 08-35-100-019
     08-35-400-004
     08-35-400-005
     08-35-300-007
     08-35-300-008

B. Wennlund Property (Approximately 160 Acres)

THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DEKALB COUNTY, ILLINOIS.

PIN: 11-01-100-001

C. Young Property (Approximately 160 Acres)

THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DEKALB COUNTY, ILLINOIS.
D. Johnson Corona Farm (Approximately 325 Acres)

THE NORTH EAST FRACTIONAL QUARTER (NE FRL. ¼) OF SECTION TWO (2) IN TOWNSHIP THIRTY-NINE (39) NORTH, RANGE FOUR (4), EAST OF THE THIRD (3rd) PRINCIPAL MERIDIAN, SITUATED IN THE COUNTY OF DEKALB, IN THE STATE OF ILLINOIS, ALSO KNOWN AS CARONA FARM #2

AND

THE WEST EIGHTY-FIVE (85) ACRES OF THE NORTH ONE HUNDRED FIVE (105) ACRES OF THE NORTH WEST FRACTIONAL QUARTER (NW FRL. 1/4) OF SECTION TWO (2);

ALSO THE FOLLOWING DESCRIBED REAL ESTATE, TO-WIT:-COMMENCING AT THE NORTH EAST CORNER OF THE NORTH WEST QUARTER (NW 1/4) OF SECTION TWO (2), THENCE RUNNING SOUTH ON SURVEY LINE TWENTY-SIX (26) CHAINS AND TWENTY-FIVE (25) LINKS, THENCE WEST SEVEN (7) CHAINS AND SIXTY-TWO (62) LINKS, THENCE NORTH TWENTY-SIX (26) CHAINS AND TWENTY-FIVE (25) LINKS, THENCE EAST ON SURVEY LINE SEVEN (7) CHAINS SIXTY-TWO (62) LINKS, TO THE PLACE OF BEGINNING,

ALL SITUATED IN TOWNSHIP THIRTY-NINE (39) NORTH, RANGE FOUR (4), EAST OF THE THIRD (3rd) PRINCIPAL MERIDIAN, DEKALB, ILLINOIS, ALSO KNOWN AS CARONA FARM #1.

LEGAL DESCRIPTIONS WERE DERIVED FROM TRUSTEE'S DEED RECORDED ON MAY 26, 1975 AS DOCUMENT NUMBER 386266 IN DEKALB COUNTY, ILLINOIS.

PIN: 11-02-100-001
11-02-200-001
PARCEL 1
P.I.N. 11-01-100-001
JOHNSON CARDONA FARM

PARCEL 2
P.I.N. 11-01-100-001
HERNANDO FARM LLC

PARCEL 3
P.I.N. 08-38-300-001
YOUNG, JAMES N. TRUST &
YOUNG, RANDY H. TRUST

ROADWAY IMPROVEMENTS & ENCLOSED PARCELS
I. INTERSECTION OF IL 33 & CURLER RD.
   PARCEL 1 - 300
II. CURLER RD. FROM IL 33 TO CREGO RD.
    PARCEL 1 - 300
III. INTERSECTION OF CREGO RD. & CURLER RD.
     PARCEL 1 - 300 EACH
     PARCEL 2 - 100 EACH
     PARCEL 3 - 100 EACH
IV. CREGO RD. NORTH OF CURLER RD.
    PARCEL 3 - SIDE (WITH ACCESS ONLY)
V. CURLER RD. FROM CREGO RD. TO PEACE RD.
   PARCEL 1 - 300
   PARCEL 2 - 100
   PARCEL 3 - 100
ORDINANCE 06-109  Passed: December 11, 2006

REZONING PROPERTY AT THE NORTHEAST CORNER OF GURLER ROAD AND ROUTE 23, FROM “SFR-1” SINGLE FAMILY RESIDENTIAL, TO “PD-I” PLANNED DEVELOPMENT INDUSTRIAL AND “PD-C” PLANNED DEVELOPMENT COMMERCIAL, WITH APPROVAL OF A PRELIMINARY PLAN AND PRELIMINARY PLAT FOR DEKALB BUSINESS CENTER.

WHEREAS, DeKalb 343 LLC, property owner, has submitted a petition to rezone the property at the northeast corner of Gurler Road and Route 23, from “SFR-1” Single Family Residential, to “PD-I” Planned Development Industrial and “PD-C” Planned Development Commercial; and,

WHEREAS, a public hearing was held on the proposed rezoning at the Plan Commission meeting on October 25, 2006 and approval was recommended by a vote of 5-0-1 (Noe absent), indicating that the request complies with the requirements and criteria set forth in the Unified Development Ordinance for a zoning map amendment, and the proposed rezoning is in conformance with the Development Plan Map and is compatible with adjacent land uses; now,

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL of the City of DeKalb, Illinois as follows:

Section 1. That the Official Zoning Map of the City of DeKalb shall be amended by deleting therefrom the “SFR-1” Single Family Residential zoning for property located at the northeast corner of Gurler Road and Route 23, and legally described as:

PARCEL 1:

WESTERLY PARALLEL WITH THE SAID SOUTH LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4, 1155.28 FEET TO THE SAID EASTERLY RIGHT OF WAY LINE; THENCE SOUTHWESTERLY ON THE SAID EASTERLY RIGHT OF WAY LINE, 87.81 FEET TO THE SAID POINT OF BEGINNING, ALL IN DEKALB COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH, ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 2642.56 FEET TO THE NORTHEAST CORNER THEREOF; THENCE WESTERLY, AT AN ANGLE OF 89 DEGREES 42 MINUTES 55 SECONDS, MEASURED CLOCKWISE FROM SAID EAST LINE, ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4, 2332.47 FEET TO THE SOUTHEASTERLY LINE OF PROPERTY DESCRIBED IN DOCUMENT NO. 385340; THENCE SOUTHWESTERLY, AT AN ANGLE OF 137 DEGREES 51 MINUTES 51 SECONDS, MEASURED CLOCKWISE FROM SAID NORTH LINE, ALONG SAID SOUTHEASTERLY LINE, 313.53 FEET TO THE EASTERLY LINE OF FEDERAL AID ROUTE 24, SAID LINE BEING 80.0 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLE TO, THE CENTER LINE OF SAID FEDERAL AID ROUTE 24; THENCE SOUTHERLY, AT AN ANGLE OF 132 DEGREES 22 MINUTES 17 SECONDS, MEASURED CLOCKWISE FROM SAID SOUTHEASTERLY LINE, ALONG SAID EASTERLY LINE, 261.35 FEET; THENCE WESTERLY, AT RIGHT ANGLES TO SAID EASTERLY LINE, 20.0 FEET; THENCE SOUTHERLY, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, PARALLEL WITH THE CENTER LINE OF SAID FEDERAL AID ROUTE 24, AND THE TANGENT TO THE CURVE OF THE CENTER LINE OF FEDERAL AID ROUTE 24, A DISTANCE OF 1628.16 FEET TO AN ANGLE POINT; THENCE CONTINUING SOUTHERLY, AT AN ANGLE OF 178 DEGREES 05 MINUTES 26 SECONDS, MEASURED CLOCKWISE FROM SAID PARALLEL LINE, PARALLEL WITH SAID CENTER LINE, AND CENTER LINE TANGENT, 542.63 FEET TO THE SOUTH LINE OF SAID SOUTHWEST 1/4; THENCE EASTERLY, AT AN ANGLE OF 87 DEGREES 52 MINUTES 00 SECONDS, MEASURED CLOCKWISE FROM SAID PARALLEL LINE, ALONG SAID SOUTH LINE, 2599.91 FEET TO THE POINT OF BEGINNING ALL IN DEKALB TOWNSHIP, IN DEKALB COUNTY, ILLINOIS.

THE ABOVE LEGAL DESCRIPTION ALSO INCLUDES THE FOLLOWING:
LOTS 1, 2 AND 3 IN VATNE'S SUBDIVISION, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 16, 1957 IN BOOK "K", PAGE 9, AS DOCUMENT NO. 289083, IN DEKALB COUNTY, ILLINOIS.

PARCEL 3:

OF WAY LINE OF THE EAST-WEST TOLL HIGHWAY EXTENSION OF THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, ALL IN TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS.

CONTAINING A TOTAL OF 14,951,700 SQUARE FEET OR 343.244 ACRES MORE OR LESS.

ALL IN DEKALB TOWNSHIP, DEKALB COUNTY, ILLINOIS.

Section 2. That the Official Zoning Map shall be amended by designating Lot A, Lots 1 through 6, and Lot 8, as depicted upon the Preliminary Plat (attached hereto as Exhibit "B"), and the remainder of the Property "PD-1" Planned Development Industrial.

Section 3. That the Preliminary Plan, attached hereto as Exhibit "A", and the Preliminary Plat, attached hereto as Exhibit "B", are also approved.

Section 4. That the terms and conditions of this Planned Development, including the approval of the Development Plan, shall be as set forth within the Annexation Agreement, approved by Ordinance 06-107 on this same date.

Section 5. That all other provisions of the Unified Development Ordinance shall remain in full force and effect and this Ordinance shall take effect upon its passage and approval according to Law.

PASSED BY THE CITYCOUNCIL of the City of DeKalb, Illinois, at a regular meeting, held on the 11th day of December, 2006 and approved by me as Mayor on the same day. First reading on November 27, 2006. Second reading on December 11, 2006. Roll call vote 7-0. Aye: Harris, Povlsen, Kapitan, Gorski, Conboy, Baker, Barr.

ATTEST:

[Signatures]

DONNA S. JOHNSON, City Clerk

FRANK VAN BUER, Mayor
PRELIMINARY DEVELOPMENT PLAN
FOR
DEKALB BUSINESS CENTER

DEKALB, ILLINOIS
DEKALB 343, LLC

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LOCATION MAP

CONTACT LIST

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