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 2019-052

AUTHORIZING AN AMENDMENT TO THE ANNEXATION AND DEVELOPMENT AGREEMENT FOR PARK 88 TO ACCOMMODATE FUTURE GROWTH, REZONING FROM "SFR1" SINGLE-FAMILY RESIDENTIAL TO "PD-I" PLANNED DEVELOPMENT INDUSTRIAL AND "PD-C" PLANNED DEVELOPMENT COMMERCIAL (PARK 88 GROUP, LLC).

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, on the 22nd day of July 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 2019-052

AUTHORIZING AN AMENDMENT TO THE ANNEXATION AND DEVELOPMENT AGREEMENT FOR PARK 88 TO ACCOMMODATE FUTURE GROWTH, REZONING FROM "SFR1" SINGLE-FAMILY RESIDENTIAL TO "PD-I" PLANNED DEVELOPMENT INDUSTRIAL AND "PD-C" PLANNED DEVELOPMENT COMMERCIAL (PARK 88 GROUP, LLC).

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

WHEREAS, Park 88 Group, LLC (Owner) petitioned the City for amendments to the development agreement for Park 88 approved by Ordinance No. 04-53 and the annexation agreement approved by Ordinance 07-61 to accommodate future growth for the property described in Exhibit A, and to rezone the property described in Exhibit B (the Orr Parcel) from the "SFR1" Single-Family Residential District (SFR1) to the "PD-I" Planned Development – Industrial District (PD-I) and "PD-C" Planned Development Commercial District (PD-C); and

WHEREAS, pursuant to proper legal notice, a public hearing was conducted by the Planning and Zoning Commission on July 3, 2019; and

WHEREAS, the City and Owner have conducted all required public hearings before the Planning and Zoning Commission of the City of DeKalb and the City Council of the City of DeKalb for amendments to the development and annexation agreement for Park 88 and the rezoning of the Orr Parcel from the SFR1 District to the PD-I and PD-C Districts, and have otherwise satisfied all conditions precedent to the adoption of this Ordinance; and

WHEREAS, the City Council adopts the following findings of fact of the Planning and Zoning Commission of the City of DeKalb, finds that the amendments to the development and annexation agreements for Park 88 and the proposed Orr Parcel rezoning is in conformance with the applicable zoning factors contained therein as set forth below, and finds that approval of this Ordinance is in the public interest and promotes the City’s public health, safety, and welfare;

STANDARDS OF REZONING (Orr Parcel – 102 Acres)

1. The proposed rezoning conforms to the Comprehensive Plan, or conditions have changed to warrant the need for different types of land uses in that area. The proposed rezoning is appropriate considering the length of time the property has been vacant, as originally zoned, and taking into account the surrounding areas trend in development.
The 2005 Comprehensive Plan recommends commercial uses on the northern portion of the Orr Parcel site fronting on East Lincoln Highway and Light Industrial and Office/Research uses for the remainder of the site. The trend of development in the area over the last few years has been commercial including the construction of the 978,000 square foot 3M Distribution Center and a Casey's General Store at the northwest corner of Peace Road and East Lincoln Highway. The rezoning of the 102-acre Orr Parcel to the PD-I and PD-C zoning districts meets the intent of the Comprehensive Plan and is compatible with the trend of development in the area.

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

Re-zoning of the subject site to the PD-I and PD-C districts will allow the project to comply with the regulations of the UDO except as stated in the development agreement. The PD-C and PD-I zoning districts, as provided under the City of DeKalb's Unified Development Ordinance, will be the most appropriate zoning classifications for the remaining undeveloped properties within Park 88.

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

Areas to the north, west and south are mostly developed. The proposed zoning and land uses are consistent with and compatible with the surrounding area and the Comprehensive Plan. The proposed rezoning to PD-I and PD-C should not have a detrimental effect on the adjacent properties or land uses.

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

The subject property is proposed for PD-C and PD-I zoning. The PD-C and PD-I district designations will allow uses on the site that will be compatible with the surrounding area. In addition, the rezoning will enhance the Park 88 area with higher standards of design than other adjacent properties and will be consistent with the Comprehensive Plan recommendations.

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

Existing utilities already serve the site or will be extended to meet the needs of future development.

STANDARDS FOR PLANNED DEVELOPMENT

General Standards: The approval of the Amendments to the Development Agreement may provide for such exceptions from the regulations associated with traditional zoning districts as may be necessary or desirable to achieve the objectives of the proposed
planned development. However, such exceptions shall consistent with the City's Comprehensive Plan and the standards contained in this Section and have been specifically requested in the application for a planned development; and further, that no planned development shall be allowed which would result in:

1. **Inadequate or unsafe access to the planned development;**

   The subject site abuts Peace Road and will have access to Macom Drive, which connects to Fairview Drive and Peace Road (signalized intersection).

2. **Traffic volumes exceeding the anticipated capacity of the proposed major street network in the vicinity;**

   Provisions are included in the amended development agreement to provide improvements along Peace Road and Macom Drive to accommodate future growth.

3. **An undue burden on public parks, recreation areas, schools, fire and police protection and other public facilities which serve or are proposed to serve the planned development;**

   The Amended Planned Development designation will not have any undue impact on public parks, recreation areas, schools, fire and police protection or other public facilities. The zoning of the site to PD-I and PD-C will have a positive impact on these public facilities due to the increased property taxes that will be generated.

4. **A development which will be incompatible with the intent and purposes of this Ordinance;**

   The applicant is requesting PD-I and PD-C zoning, which allows the City to approve regulations that will control the zoning, development and maintenance, operations and other property improvement related issues.

5. **Detrimental impact on surrounding area including, but not limited to, visual pollution;**

   The surrounding area is mostly developed to the west, north and south. The proposed zoning and land uses are consistent and compatible with the surrounding area and Comprehensive Plan. The proposed rezoning should not have a detrimental effect on the adjacent properties or land uses. Development restrictions will be placed on the site to ensure there is no detrimental effect to surrounding areas.

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

**SECTION 1. Recitals:** The foregoing recitals are true, correct, and fully incorporated into this Section as if they are fully set forth in this Section.
SECTION 2. Amendments to the Development and Annexation Agreements Approved: The City Council approves the Amendments to the Development and Annexation Agreements in the same or substantially form as attached hereto as Exhibit C ("the Amended Agreements"), and authorizes and directs the Mayor of the City of DeKalb to execute the Amended Agreements, subject to such changes as shall be acceptable to him with the recommendation of City Staff, and for the City Clerk or Deputy Clerk to attest the Mayor's signature.

SECTION 3. Rezoning Authorized: The City Council approves of the rezoning of the Orr Parcel to the PD-I and PD-C pursuant to the conditions, approvals, restrictions, and limitations as defined in the Amended Agreements approved herein.

SECTION 4. Recording Directed: The City Manager or his designee are authorized to record this Ordinance and the Amended Agreements in the DeKalb County Recorder's Office.

SECTION 5. Multiple Actions Approved: The City Council 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: July 23, 2019. Effective date: August 1, 2019.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 22nd day of July 2019 and approved by me as Mayor on the same day. First Reading passed by an 8-0 roll call vote. Aye: Morris, Finucane, Smith, Fagan, McAdams, Verbic, Faivre, Mayor Smith. Nay: None. Second Reading waived by a by an 8-0 roll call vote. Aye: Morris, Finucane, Smith, Fagan, McAdams, Verbic, Faivre, Mayor Smith. Nay: None.

ATTEST:

LYNN A. FAZEKAS, City Clerk

STATE OF ILLINOIS
JERRY SMITH, Mayor
EXHIBIT A
(Legal Description)

THAT PART OF THE WEST HALF OF SECTION 25 AND THAT PART OF SECTION 26, AND THAT PART OF THE SOUTHWEST QUARTER OF SECTION 24, ALL IN TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF OUTLOT A IN PARK 88 UNIT 1, PER DOCUMENT NUMBER 2004019757; THENCE THE FOLLOWING 3 COURSES ALONG THE LIMITS OF SAID PARK 88 UNIT 1: 1) NORTH 00 DEGREES 15 MINUTES 42 SECONDS EAST, A DISTANCE OF 43.94 FEET; 2) THENCE NORTH 24 DEGREES 28 MINUTES 05 SECONDS EAST, A DISTANCE OF 4176.61 FEET; 3) THENCE SOUTH 89 DEGREES 31 MINUTES 26 SECONDS EAST, A DISTANCE OF 2216.49 FEET; THENCE NORTH 00 DEGREES 19 MINUTES 28 SECONDS EAST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2S, A DISTANCE OF 651.28 FEET TO THE LIMITS OF LINCOLN INDUSTRIAL PARK SUBDIVISION PER DOCUMENT NUMBER 387022; THENCE THE FOLLOWING 4 COURSES ALONG THE LIMITS OF SAID LINCOLN INDUSTRIAL PARK SUBDIVISION: 1) SOUTH 89 DEGREES 47 MINUTES 54 SECONDS EAST, A DISTANCE OF 908.22 FEET; 2) THENCE NORTH 00 DEGREES 22 MINUTES 56 SECONDS EAST, A DISTANCE OF 1084.85 FEET; THENCE SOUTH 76 DEGREES 47 MINUTES 54 SECONDS EAST, A DISTANCE OF 124.01 FEET; 4) THENCE SOUTH 02 DEGREES 07 MINUTES 30 SECONDS WEST ALONG SAID LIMITS AND SAID LIMITS EXTENDED SOUTHERLY, A DISTANCE OF 364.47 FEET; THENCE SOUTH 82 DEGREES 38 MINUTES 50 SECONDS EAST, A DISTANCE OF 298.72 FEET; THENCE NORTH 00 DEGREES 22 MINUTES 56 SECONDS EAST, A DISTANCE OF 99.66 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 01 SECONDS EAST, A DISTANCE OF 580.57 FEET; THENCE NORTH 10 DEGREES 57 MINUTES 09 SECONDS EAST, A DISTANCE OF 135.69 FEET; THENCE SOUTH 75 DEGREES 36 MINUTES 07 SECONDS EAST, A DISTANCE OF 186.85 FEET; THENCE NORTH 14 DEGREES 23 MINUTES 51 SECONDS EAST, A DISTANCE OF 221.01 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 38 (LINCOLN HIGHWAY); THENCE THE FOLLOWING 2 COURSES ALONG SAID SOUTHERLY RIGHT OF WAY LINE: 1) SOUTH 70 DEGREES 47 MINUTES 28 SECONDS EAST, A DISTANCE OF 22.58 FEET; 2) THENCE SOUTH 74 DEGREES 56 MINUTES 50 SECONDS EAST, A DISTANCE OF 235.57 FEET; THENCE SOUTH 00 DEGREES 31 MINUTES 01 SECONDS WEST, A DISTANCE OF 89.61 FEET; THENCE SOUTH 75 DEGREES 40 MINUTES 15 SECONDS EAST, A DISTANCE OF 137.90 FEET TO A LINE 92.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 24; THENCE SOUTH 00 DEGREES 16
MINUTES 41 SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 111.10
FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 00
DEGREES 26 MINUTES 26 SECONDS WEST ALONG A LINE 92.00 FEET WEST OF
AND PARALLEL WITH THE EAST LINE OF SAID WEST HALF OF SECTION 25, A
DISTANCE OF 5279.33 FEET TO THE NORTH LINE OF FAIRVIEW DRIVE; THENCE
THE FOLLOWING 25 COURSES ALONG SAID NORTH LINE: 1) NORTH 89 DEGREES
30 MINUTES 26 SECONDS WEST, A DISTANCE OF 607.26 FEET; 2) THENCE NORTH
00 DEGREES 29 MINUTES 34 SECONDS EAST, A DISTANCE OF 7.00 FEET; 3)
THENCE NORTH 89 DEGREES 30 MINUTES 26 SECONDS WEST, A DISTANCE OF
60.00 FEET; 4) THENCE NORTH 00 DEGREES 29 MINUTES 34 SECONDS EAST, A
DISTANCE OF 10.00 FEET; 5) THENCE NORTH 89 DEGREES 30 MINUTES 26
SECONDS WEST, A DISTANCE OF 200.00 FEET; 6) THENCE SOUTH 00 DEGREES
29 MINUTES 34 SECONDS WEST, A DISTANCE OF 10.00 FEET; 7) THENCE NORTH
89 DEGREES 30 MINUTES 26 SECONDS WEST, A DISTANCE OF 100.00 FEET; 8)
THENCE SOUTH 00 DEGREES 29 MINUTES 34 SECONDS WEST, A DISTANCE OF
7.00 FEET; 9) THENCE NORTH 89 DEGREES 30 MINUTES 26 SECONDS WEST, A
DISTANCE OF 200.00 FEET; 10) THENCE NORTH 00 DEGREES 29 MINUTES 34
SECONDS EAST, A DISTANCE OF 7.00 FEET; 11) THENCE NORTH 89 DEGREES 30
MINUTES 26 SECONDS WEST, A DISTANCE OF 860.00 FEET; 12) THENCE SOUTH
00 DEGREES 29 MINUTES 34 SECONDS WEST, A DISTANCE OF 7.00 FEET; 13)
THENCE NORTH 89 DEGREES 30 MINUTES 26 SECONDS WEST, A DISTANCE OF
130.68 FEET; 14) THENCE NORTH 00 DEGREES 29 MINUTES 34 SECONDS EAST, A
DISTANCE OF 2.00 FEET; 15) THENCE NORTH 89 DEGREES 30 MINUTES 26
SECONDS WEST, A DISTANCE OF 60.21 FEET; 16) THENCE NORTH 00 DEGREES
29 MINUTES 34 SECONDS EAST, A DISTANCE OF 15.00 FEET; 17) THENCE NORTH
89 DEGREES 30 MINUTES 26 SECONDS WEST, A DISTANCE OF 311.18 FEET; 18)
THENCE NORTH 89 DEGREES 44 MINUTES 09 SECONDS WEST, A DISTANCE OF
16S8.83 FEET; 19) THENCE SOUTH 00 DEGREES 15 MINUTES 51 SECONDS WEST,
A DISTANCE OF 17.00 FEET; 20) THENCE NORTH 89 DEGREES 44 MINUTES 09
SECONDS WEST, A DISTANCE OF 329.31 FEET; 21) THENCE NORTH 00 DEGREES
15 MINUTES 51 SECONDS EAST, A DISTANCE OF 7.00 FEET; 22) THENCE NORTH 89
DEGREES 44 MINUTES 09 SECONDS WEST, A DISTANCE OF 428.42 FEET; 23)
THENCE NORTH 00 DEGREES 15 MINUTES 51 SECONDS EAST, A DISTANCE OF
10.00 FEET; 24) THENCE NORTH 89 DEGREES 44 MINUTES 09 SECONDS WEST, A
DISTANCE OF 171.4S FEET; 25) THENCE NORTH 89 DEGREES 48 MINUTES 13
SECONDS WEST, A DISTANCE OF 1285.39 FEET TO SAID POINT OF BEGINNING,
IN Dekalb COUNTY, ILLINOIS.
EXHIBIT B
(Legal Description of Orr Parcel)

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 24 AND PART OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST 1/4; THENCE WESTERLY, ALONG THE NORTH LINE OF SAID NORTHWEST 1/4, 92.0 FEET FOR A POINT OF BEGINNING; THENCE NORTHERLY, AT AN ANGLE OF 89 DEGREES 57 MINUTES 05 SECONDS MEASURED COUNTERCLOCKWISE FROM SAID NORTH LINE, PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST 1/4, 111.10 FEET; THENCE NORTHWESTERLY, AT AN ANGLE OF 104 DEGREES 09 MINUTES 08 SECONDS MEASURED CLOCKWISE FROM SAID PARALLEL LINE, 137.62 FEET; THENCE NORTHERLY, AT AN ANGLE OF 104 DEGREES 09 MINUTES 52 SECONDS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, 89.41 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 38 (LINCOLN HIGHWAY); THENCE NORTHWESTERLY, AT AN ANGLE OF 104 DEGREES 50 MINUTES 53 SECONDS MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID RIGHT OF WAY LINE, 235.60 FEET; THENCE CONTINUING NORTHWESTERLY, AT AN ANGLE OF 176 DEGREES 19 MINUTES 11 SECONDS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID RIGHT OF WAY LINE, 221.15 FEET; THENCE NORTHWESTERLY, AT AN ANGLE OF 85 DEGREES 33 MINUTES 13 SECONDS MEASURED CLOCKWISE FROM SAID RIGHT OF WAY LINE, 221.15 FEET; THENCE NORTHWESTERLY, AT AN ANGLE OF 89 DEGREES 57 MINUTES 42 SECONDS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, 186.80 FEET; THENCE SOUTHWESTERLY, AT AN ANGLE OF 86 DEGREES 39 MINUTES 20 SECONDS MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, 135.62 FEET TO THE SOUTH LINE OF SAID SOUTHWEST 1/4; THENCE WESTERLY, AT AN ANGLE OF 100 DEGREES 48 MINUTES 45 SECONDS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID SOUTH LINE, 580.48 FEET TO THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST 1/4; THENCE SOUTHERLY, AT AN ANGLE OF 90 DEGREES 09 MINUTES 04 SECONDS MEASURED CLOCKWISE FROM SAID SOUTH LINE, ALONG SAID EAST LINE, 99.66 FEET; THENCE NORTHWESTERLY, AT AN ANGLE OF 83 DEGREES 03 MINUTES 16 SECONDS MEASURED COUNTERCLOCKWISE FROM SAID EAST LINE, 298.72 FEET; THENCE NORTHERLY, AT AN ANGLE OF 95 DEGREES 12 MINUTES 14 SECONDS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, 364.47 FEET TO THE NORTHEAST CORNER OF OUTLOT "B" OF LINCOLN INDUSTRIAL PARK; THENCE NORTHWESTERLY, AT AN
ANGLE OF 101 DEGREES 12 MINUTES 04 SECONDS MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG THE NORTH LINE OF SAID OUTLOT "B", 124.08 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTHERLY, AT AN ANGLE OF 77 DEGREES 03 MINUTES 27 SECONDS MEASURED CLOCKWISE FROM SAID NORTH LINE, PARALLEL WITH THE EAST LINE OF THE WEST 1/2 OF SAID NORTHWEST 1/4, 2,975.02 FEET TO THE SOUTH LINE OF SAID NORTHWEST 1/4; THENCE EASTERLY, AT AN ANGLE OF 89 DEGREES 54 MINUTES 08 SECONDS MEASURED CLOCKWISE FROM SAID PARALLEL LINE, ALONG SAID SOUTH LINE, 1,627.01 FEET TO A POINT THAT IS 92.0 FEET WESTERLY OF THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4; THENCE NORTHERLY, AT AN ANGLE OF 90 DEGREES 09 MINUTES 27 SECONDS MEASURED CLOCKWISE FROM SAID SOUTH LINE, PARALLEL WITH THE EAST LINE OF SAID NORTHWEST 1/4, 2,646.92 FEET TO THE POINT OF BEGINNING, ALL IN DEKALB TOWNSHIP, DEKALB COUNTY, ILLINOIS.
EXHIBIT C

Document prepared by:
Rosenthal, Murphey, Colblentz & Donahue
30 N. La Salle Street, Ste. 1624
Chicago, Illinois 60602

and after recording return to:
City Manager
City of DeKalb
200 S. Fourth Street
DeKalb, Illinois 60115

AMENDED AND RESTATED PARK 88 DEVELOPMENT AGREEMENT
AMENDED AND RESTATED PARK 88 DEVELOPMENT AGREEMENT

This Amended and Restated Park 88 Development Agreement (the "Agreement") is made and entered the ______ day of _____________, 2019 by and among the City of DeKalb, an Illinois municipal corporation located in DeKalb County, Illinois, (the "City"), and Park 88 Group, LLC, a Delaware limited liability company (the "Owner"). The City and Owner are collectively referred to as "Parties" and individually referred to as a "Party."

RECITALS

A. Situated at the southeastern end of the City of DeKalb is a parcel of property of approximately 465 acres, which property is legally described on Exhibit A attached hereto and incorporated herein by reference as the "Property".

B. The City and Owner (as successor to DeKalb Associates, an Illinois partnership) entered into a certain Park 88 Development Agreement dated as of June 28, 2004 and recorded with the DeKalb County Recorder’s Office on August 5, 2004 as Document No. 2004016020 ("Original Agreement"). Under the terms of the Original Agreement, one or more amendments may be entered into by and between the owner of a parcel or parcels and the City of DeKalb, without requiring the consent of all owners of all parcels subject to the Original Agreement.

C. The City and Owner (as successor to Park 88, LLC, an Illinois limited liability company) entered into a certain Annexation Agreement dated as of July 9, 2007 and recorded with the DeKalb County Recorder’s Office on August 15, 2007 as Document No. 2007014519 regarding that certain portion of the Owner Properties (defined below) commonly referred to as the "Orr Parcel" ("Orr Parcel Annexation Agreement").

D. At the present time, Owner is the owner of those parcels of property legally described and identified in the attached Exhibit B-1 and depicted in Exhibit B-2 (the "Owner Properties"). Owner and the City have agreed to amend and restate the Original Agreement in its entirety with respect to the Owner Properties only in order to facilitate the development of the Owner Properties as a commercial and industrial property in accordance with the Development Standards attached hereto as Exhibit C, and incorporated herein by reference (the "Development Standards"). The Parties acknowledge that any portion of the Property which is not within the Owner Properties (referred to herein as the "Previously Developed Properties") shall remain governed by the provisions of the Original Agreement and its accompanying standards.

E. In order to facilitate the development of the Owner Properties as a commercial and industrial property in accordance with the Development Standards, Owner and the City also desire to amend the terms of the Orr Parcel Annexation Agreement, subject to and in accordance with the terms and conditions of this Agreement.

F. The portion of the Owner Properties identified on Exhibit L hereto is currently zoned SRF1 and Owner seeks to provide for the immediate rezoning of the entire Owner Properties by the City as set forth herein and in the Development Standards, and the City has agreed to so
rezone of the Owner Properties as PD-C / PD-I with a list of permitted, prohibited and special uses as provided in the Development Standards.

G. The City acknowledges that Owner's proposed use of the Owner Properties, as set forth in this Agreement, will be compatible with and will further the planning objectives of the City and that the redevelopment of the Owner Properties will be of benefit to the City, will permit orderly growth, planning and development 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. Owner acknowledges that the City is not obligated to amend the Original Agreement or the Orr Parcel Annexation Agreement, and that the City’s agreement to amend the Original Agreement and the Orr Parcel Annexation Agreement, to rezone the Owner Properties in accordance with the provisions of this Agreement, to provide access to public utility services and other City services, and to otherwise perform the City’s obligations under this Agreement constitutes valuable, bargained-for consideration that benefits Owner and the Owner Properties.

H. The City acknowledges and Owner agrees that the “PD-C” and “PD-I” Planned Development-Commercial and Industrial Zoning District, as provided under the City of DeKalb Unified Development Ordinance (the “UDO”) will be the most appropriate zoning classifications for the development of the respective portions of the Owner Properties as regulated within the Development Standards.

I. The City has agreed to zone the Owner Properties as hereinafter described, upon the appropriate petition(s) of Owner being duly filed with the City Clerk, including all necessary supporting materials and documentation as outlined herein and in the City’s UDO.

J. Pursuant to notice, as required by statute and ordinance, public hearings were held by the City’s Planning and Zoning Commission on the requested zoning of the Owner Properties, and the findings of fact and recommendations made by said body relative to such requests have been forwarded to the Mayor and City Council of the City (collectively, “Corporate Authorities”).

K. All other and further notices, publications, procedures, public hearings and other matters attendant to the consideration and approval of this Agreement and the rezoning of the Owner Properties have been given, made, held and performed by the City as required by the Illinois Municipal Code, and all other applicable statutes, and all applicable ordinances, regulations and procedures of the City.

L. The Corporate Authorities have duly considered all necessary matters to enter into this Agreement, have considered the recommendations of the City’s Planning and Zoning Commission in connection with the proposed zoning of the Owner Properties and have further duly considered the terms and provisions of this Agreement and have, by a resolution or ordinance duly adopted by a vote of two-thirds (2/3) of the Corporate Authorities then holding office, authorized the Mayor to execute, and the City Clerk to attest, this Agreement on behalf of the City.

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual covenants and agreements herein made, the Parties hereby agree as follows:
ARTICLE I
RECITALS

The Parties acknowledge that the statements and representations contained in the recitals, both inclusive of the foregoing recitals are true and accurate and incorporate such recitals into this Agreement as if fully set forth in this Article I.

ARTICLE II
AMENDMENT AND RESTATEMENT OF THE ORIGINAL AGREEMENT

A. Amendment and Restatement of Original Agreement: This Agreement is an amendment and restatement of the Original Agreement in its entirety with respect to the Owner Properties only. The Original Agreement is terminated and will be of no further force or effect regarding the Owner Properties.

B. Original Entitlements: Contemporaneous Approvals: The Property was previously annexed to the City. The Parties acknowledge that at the time of the Original Agreement and thereafter, there were zoning approvals, plan approvals, and related approvals granted to the Property which may or may not have complied with the then-applicable requirements (hereafter, the “Original Entitlements”). At the present date, the Parties acknowledge that there is this Agreement, the ordinances passing this Agreement, the Development Standards approved herewith, the Exhibits attached hereto (hereafter, the “Contemporaneous Approvals”). The Parties expressly agree and acknowledge that the Contemporaneous Approvals shall supersede the Original Entitlements regarding the Owner Properties, shall supersede the Original Agreement regarding the Owner Properties, and shall govern the future development of the Owner Properties. The Parties also acknowledge that this Agreement shall affirm and ratify the Original Entitlements and all previous approvals granted by the City for the Previously Developed Properties, even to the extent that they may be inconsistent with the Contemporaneous Approvals. Upon approval of this Agreement, the Corporate Authorities shall proceed, subject to the terms and conditions set forth in this Agreement, to rezone the Owner Properties in accordance with the terms of this Agreement. All ordinances, plats, affidavits and other documents necessary to accomplish said rezoning and approvals contemplated by this Agreement shall be recorded by the City at Owner's expense. Owner shall hereafter develop the Owner Properties in accordance with this Agreement and shall not petition to disconnect any portion or all of said Owner Properties from the City hereafter.

C. Conveyance of Public Use Site: Owner shall convey to the City of DeKalb by general warranty deed, with clear title free of any exceptions or liens that are not reasonably acceptable to the City, the municipal site described in Section 4.03A of the Original Agreement, which site is legally described on Exhibit D hereto (“Public Use Site”). That conveyance will occur within ninety (90) days of the date of approval of this Agreement and will satisfy the obligations of the Developer under Section 4.03A of the Original Agreement. Owner represents and warrants to the City that Owner has no actual knowledge of any environmental contamination on the Public Use Site.
D. **Future Development of Previously Developed Properties:** The Parties agree and acknowledge that the Previously Developed Properties have been improved and sold to third parties, which third parties are not signatories to this Agreement. Accordingly, this Agreement shall not serve to modify or amend any provision of the Original Agreement as relating to the Previously Developed Properties or to bind or otherwise encumber the Previously Developed Properties, nor shall it serve to amend any previously granted approvals relating to such properties. In the event that any party seeks to undertake future development of one or more of the Previously Developed Properties, such party may either undertake such development pursuant to the Original Agreement and standards contained therein, or may request that the City entertain an amendment to the Original Agreement as pertaining to said parcel or parcels.

E. **CCR’s:** The City hereby approves that certain Declaration of Protective Covenants for Park 88 Business Park recorded with the DeKalb County Recorder on September 24, 2004 as Document No. 2004019754 ("CCR’s") and waives the requirement in the Original Agreement that the Declaration of Covenants, Conditions and Restrictions attached to the Original Agreement as Exhibit D be recorded against the Property. Owner will cause the CCR’s to encumber any portion of the Owner Properties not presently encumbered by the CCR’s by executing a Supplemental Declaration of Protective Covenants for Park 88 Business Park in the form attached hereto as Exhibit J and will cause that document to be recorded with the DeKalb County, Illinois Recorder, at Owner’s expense, concurrently with the recording of this Agreement with the DeKalb County, Illinois Recorder. The CCRs provided for the creation of a property owners’ association ("Owners Association"), which shall, after the amendment of the CCR’s referred to above, include the current or future owners of the Owner Properties. Owner shall also take such steps as shall be reasonably necessary to cause fee title to the parcel identified as PIN 08-25-100-022 to be conveyed to the Owners Association.

**ARTICLE III**

**ZONING OF THE PROPERTY**

A. **Default Zoning.** The Corporate Authority shall enact such ordinances as are necessary to rezone the Owner Properties to “PD-C PD-I” Planned Development-Commercial, in accordance with the Development Standards and the terms of this Agreement. The Development Standards shall serve as the basis of development for the Owner Properties, and all future development of the Owner Properties shall be in conformity with the Development Standards and the terms and conditions of this Agreement. No residential housing or occupancy shall be permitted anywhere on the Owner Properties.

B. **“PD-C / PD-I” Provisions.** It is herein agreed that except as provided below, the PD-I zoning, which shall apply to the entirety of the Owner Properties, shall conform to the Development Standards with regard to permitted, prohibited and special uses. Any use not specifically approved therein as a Permitted or Special Use shall be a Prohibited Use. Parking, Outdoor Storage, Setbacks and related zoning considerations shall be governed by the Development Standards.

1. **Lincoln Highway Frontage:** With regard to that portion of the Owner Properties which are within four hundred feet of the southerly right of way of Lincoln
Highway (hereafter, the “Lincoln Highway Frontage”), the following zoning and use restrictions shall apply:

a. **Lincoln Highway Frontage Needed for Development of Lot 20**: The Parties acknowledge that between the Commonwealth Edison Right of Way adjacent to the westerly right of way of Peace Road (hereafter, the “COMED ROW”) and the portion of the Previously Developed Properties currently in use as a Target Distribution Center, a portion of the Owner Properties is comprised of a large parcel identified as Lot 20 on the Concept Plan attached hereto as Exhibit F (“Lot 20”). In the event that Owner is able to demonstrate to the City’s reasonable satisfaction that the Lincoln Highway Frontage should be used in connection with the development of Lot 20 or any portion thereof (for example, for stormwater detention, signage/monumentation, parking or landscape buffer), then, after reasonable approval by the City, the Lincoln Highway Frontage may be utilized for any such purpose and Owner shall provide a proposed development plan for said areas including enhanced landscaping and signage amenities, in form and content reasonably acceptable to the City.

b. **Lincoln Highway Frontage Not Needed for Development of Lot 20**: In the event that the Lincoln Highway Frontage will not be used in connection with the development of Lot 20 or any portion thereof (for example, for stormwater detention, signage/monumentation, parking or landscape buffer), as determined under subsection III(B)(1)(a) above, then Owner shall locate its drainage and stormwater detention in such a fashion as to preserve the Lincoln Highway Frontage for development with commercial uses in accordance with the permitted, special and prohibited uses afforded under the PD-C zoning designation contemplated herein.

c. **Zoning**: The Lincoln Highway Frontage shall be zoned PD-C and shall have the permitted, special and prohibited uses and development restrictions as contemplated by the Development Standards. The balance of the Owner Properties (other than the Lincoln Highway Frontage) shall be zoned PD-I and shall be subject to the Permitted Land Uses described under Section II(A) of the Development Standards.

C. **Development Standards**

1. **Compliance with Development Standards**: The Owner Properties shall be developed in a fashion consistent with the Development Standards. At the time of submission of any preliminary or final plat or plans or the submission of any site plan contemplating the construction of a structure, or at the time of application for any building permit that does not require the separate approval of final plats or plans, Owner shall submit building elevations to demonstrate compliance with the Development Standards. Prior to issuance of building permits, such elevations shall be modified to comply with the Development Standards. Provided that the
elevations comply with the Development Standards, the City shall not unreasonably condition or withhold approval. The Community Development Director shall be authorized to provide such approval or may, at her discretion, refer the approval to the City Council for consideration.

2. **Signage:** Any permanent signs of any form on the Owner Properties shall hereafter be installed only in strict compliance with the applicable provisions of the Development Standards. Said signage may be installed and maintained for the period that this PD-C / PD-I zoning designation remains effective for the Property.
   
   a. **Temporary Signage:** Any marketing signs, off-site signage, temporary signs or other non-permanent signs shall be permitted only as authorized under the then-current UDO.

3. **Fencing and Landscaping:** All fencing and landscaping installed hereafter on the Owner Properties shall conform to the requirements outlined in the Development Standards, and fences shall be installed where required by said Development Standards.

4. **Stormwater Detention:** Subject to the terms of this Agreement, any future development of the Owner Properties shall be required to comply with the then-current and applicable stormwater-related standards of the City, including but not limited to stormwater discharge rate standards. Stormwater detention basins constructed on the Owner Properties will be maintained in substantial accordance with the standards described on Exhibit I hereto.

D. **Density of the Project:** Individual lots shall be allowed site coverage (as defined in Article 3 of the UDO) of up to seventy percent (70%). The Floor Area Ratio (as defined in the UDO) shall not exceed seventy-five percent (75%) for any individual lot containing a single-story building. Any future development of the Owner Properties contemplating greater density or site coverage shall require an amendment of this Agreement and the PD-I / PD-C zoning on terms and conditions mutually acceptable to the Parties.

E. **City Right of Entry Under CCR’s:** The rights of the City to enter portions of the Owner Properties under Section 4.13 or Section 7.4 of the CCR’s, including without limitation, those provisions that permit the City to enter such areas and perform maintenance thereon, will not be amended without the City’s prior written consent.

F. **Special Service Area:** Owner acknowledges that a portion of the Owner Properties are currently subject to Park 88 Special Service Area (City of DeKalb SSA No. 8 as described by Ordinance 04-78 recorded October 6, 2004 as Document No. 2004020709). Owner and its respective successors, assignees and grantees, shall not object to and agree to cooperate with the City in establishing a special service area ("SSA") for areas of the Owner Properties which are not currently subject to an appropriate backup SSA. Such an SSA will provide the City with a source of revenue for maintaining, repairing, reconstructing or replacing the storm water drainage system, detention and retention areas, common areas, special management areas or other improvements
located on the Owner Properties, should the Owners Association fail to perform its responsibility in accordance with City Codes, other applicable requirements of law, or pursuant to the CCR’s. Owner and Owner’s successors or assigns, in interest or otherwise, agree to and do hereby waive any and all protests, objections and/or rights to petition for disconnection regarding any such SSA. The SSA 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 SSA in the instance that, after notice and opportunity to correct, the Owners Association has failed to fulfill the obligations stated herein in accordance with the terms of the CCR’s.

G. Excavation and Grading

1. **At-Risk Work:** Owner shall have the right, prior to obtaining approval of final engineering drawings and prior to approval of a Final Development Plan of any phase of the Owner Properties, to undertake excavation, preliminary grading work, filling and soil stockpiling on the Owner Properties in preparation for the development of the Owner Properties, upon reasonable approval of preliminary engineering, grading, soil erosion and sedimentation control plans by the Community Development Director, and the posting of security in form required by City codes and ordinances (collectively, “City Code”), in an amount not less than 120% of the engineer’s estimate of probable cost of such work. All permits related to IEPA NPDES Construction Activities will be procured prior to the start of any work. Such work shall be undertaken at Owner’s sole risk and without injury to the property of surrounding property owners. Authorization for at-risk work shall not constitute approval of the development proposed therein.

2. **IEPA Violations:** The Parties agree that, to the best of their knowledge, as of the date of this Agreement there are no pending IEPA investigations of or environmental contamination issues with the Owner Properties. Owner shall immediately notify the City of any future written notices of environmental contamination regarding any portion of the Owner Properties which are received by Owner from any governmental agency having jurisdiction over the Owner Properties prior to the issuance of a certificate of occupancy for that portion of the Owner Properties.

3. **Truck Staging, Lane Closure:** During any period of time after the issuance of permits for excavation, preliminary grading work, filling or soil stockpiling regarding any portion of the Owner Properties but before the issuance of a final certificate of occupancy for that portion of the Owner Properties (the “Construction Period”), (a) Owner shall provide adequate space on the Owner Properties at all times for staging of trucks on the property, and construction deliveries or pickups shall not be permitted to queue on any public street, and (b) Owner shall provide a designated on-site location for stockpiling of construction materials that permits trucks to load and unload entirely on the Owner Properties, without obstructing the flow of traffic on any public street or sidewalk. In the event that Owner’s construction plans require the temporary closure of any public street
or sidewalk, prior to such closure, Owner shall submit a traffic control plan to the Community Development Director, shall modify such plan to be reasonably acceptable to the Community Development Director in accordance with the requirements of City Code, and shall thereafter abide by such plan in all material respects. Owner shall not engage in any truck staging or lane closure on public rights-of-way outside of the Construction Period without the City’s prior approval, not to be unreasonably withheld or conditioned.

4. **Stockpiles**: Owner will cause the existing stockpile of dirt and fill located on Lot 13 (as Lot 13 is identified on the Concept Plan attached hereto as Exhibit F) ("Lot 13") to be removed within twelve (12) months after the date of execution and delivery of this Agreement by both Owner and the City. The location of any stockpiles of dirt, fill or other similar materials on the Owner Properties (other than the existing stockpile referred to above) will be determined during the site plan approval process for a particular project. The configuration and location of such stockpiles shall be required to be approved through City approval of preliminary or final engineering plans prior to their establishment, which approval shall not be unreasonably withheld or conditioned. Owner will provide security to the City in accordance with Section III.H to ensure removal of such stockpile in accordance with the requirements of this Section. All stockpiles shall be maintained with sedimentation control in accordance with applicable laws, and with weed control in accordance with City Code, while in place. All such stockpiles, other than stockpiles of clay reasonably necessary for future development of the Owner Properties, shall be removed from the Owner Properties within thirty-six (36) months after the issuance of a temporary certificate of occupancy for the project to which they relate. Stockpiles of clay reasonably necessary for future development of the Owner Properties may remain beyond such thirty-six (36) month period, subject to the maintenance requirements of this section.

5. **Construction Trailers; Marketing Trailers, Advertising Trailers**: Prior to locating any construction or marketing trailer on-site, Owner shall provide the City with a plan showing the location of any proposed construction or marketing trailer and any utility connections for said trailer. No construction or marketing trailer shall be located on the Owner Properties prior to approval of a plan showing the proposed location, access route, utility services and parking facilities for the proposed trailers by the Community Development Director (such approval not to be unreasonably conditioned or withheld), nor prior to obtaining any required permits for the trailer or utility services for said trailer. Nothing in this Agreement will prohibit Owner from maintaining one marketing trailer served by power at the Owner Properties at a location designated by Owner and approved by the City (which approval will not be unreasonably conditioned or withheld). Owner will provide security to the City in accordance with Section III.H to ensure removal of any construction or marketing trailers and their related improvements in accordance with the requirements of this Section. The existing marketing trailer on Lot 20 will be relocated to another site on the Owner Properties prior to the issuance of a temporary certificate of occupancy of a building on Lot 20. The existing
advertising trailer located on Lot 20 will be removed prior to the issuance of a temporary certificate of occupancy of a building on Lot 20 and will not be replaced. All marketing trailers on the Owner Properties shall be removed within three (3) months of the date of issuance of a building permit for the last developable lot in the Owner Properties. All construction trailers on the Owner Properties shall be removed within three (3) months of the date of issuance of a final certificate of occupancy for the lot to which they relate.

H. Security for Public Improvements

Security to be provided by Owner for the completion of the public improvements benefitting the Owner Properties or related public off-site improvements benefitting the Owner Properties, including but not limited to the curbing, striping, utility connections, drainage improvements and related improvements within the public right of way shall be provided prior to the commencement of construction and shall be in accordance with the terms of this Agreement and applicable City ordinances, as modified by this Agreement. Owner shall provide such security to the City in the form of cash, irrevocable letters of credit or performance bonds ("Completion Guaranty"). Bonds and letters of credit shall be in a form reasonably acceptable to the City Attorney and be issued by an entity reasonably acceptable to the City Manager from a bank or financial institution located in the United States of America. Any bonds required under City Code or this Agreement shall be from a company licensed to do business in the State of Illinois. Any letters of credit required under City Code or this Agreement shall be from a financial institution reasonably acceptable to the City Manager, and Owner shall provide such information or documentation as to the status of the proposed financial institution as the City Manager shall reasonably require, to demonstrate its creditworthiness and stability. The amount of a Completion Guaranty posted with the City shall at all times equal one hundred twenty percent (120%) of the cost of completing required public improvements. The City Council shall authorize the reduction of such Completion Guaranty from time to time, but no more than once every one hundred and eighty (180) days, as related offsite work or public improvements within the Owner Properties are completed and reasonably approved by the Community Development Director and prior to their acceptance of such improvements by the City. Owner will also be required to provide a Completion Guaranty to the City in accordance with this paragraph, to secure Owner’s obligation to remove stockpiles of dirt, fill or other similar materials under Section III.G.4 and removal of trailers under Section III.G.5 above. In the event that Owner determines to undertake at-risk work in accordance with the terms of this Agreement, Owner shall provide Security in accordance with the requirements of this Section prior to initiating such work. Where any obligation of this Agreement contemplates the provision of security for a multi-year period (e.g. trailer security under Section III.G.5 above), Owner shall provide security with a minimum term equal to or longer than the applicable period being secured, and shall maintain such security with a term extending to or beyond the applicable period,

1. Acceptance of Public Improvements and Maintenance Bond for Public Improvements: Upon completion of public improvements and acceptance by the City, Owner shall provide a signed bill of sale for any items of personal property to be transferred to the City, and shall execute all documentation reasonably required to denote acceptance and transfer of ownership, warranties, and similar interests.
Prior to the acceptance of the streets by the City, the streets shall be in a condition acceptable to the City in accordance with the requirements of the UDO and completed with the final lift of asphalt and any other required final improvements, and all punchlist items previously identified by the City shall be satisfied. Upon acceptance of any public improvement by the City in accordance with this Agreement, Owner shall be entitled to a corresponding release or reduction of any Completion Guaranty. For a 12 month period following acceptance of any public improvement, Owner shall guarantee the workmanship of any public improvements constructed, and shall be responsible for the performance of any repairs or remediation required on such public improvements, as reasonably determined by the Community Development Director, to return them to a condition in which they would be appropriate for initial acceptance by the City, including the repair of any ordinary wear and tear on the aforesaid improvements or the repair of any broken or damaged improvements. To secure the performance of this obligation, Owner shall provide a maintenance bond which shall remain in place for a 12 month period from date of acceptance by the City. Said maintenance bond shall be equivalent to five percent (5%) of the value of the improvement constructed, and shall be in the form of a cash escrow, letter of credit, bond or other security acceptable in form and content to the City. Owner shall also be responsible for the repair of damage to any public improvement caused through the intentional or negligent conduct of Owner, its contractors, subcontractors, agents, successors and assignees, and for the repair of any design or construction defect in any public improvement that is identified prior to or during the 12 month maintenance period (e.g. sagging sewer, sinkhole in roadway, etc.).

I. Plan Review and Construction Supervision: Owner shall establish an escrow account with the City pursuant to a professional fee reimbursement agreement substantially in the form attached hereto as Exhibit E, and shall be responsible for the payment of all reasonable third party planning and civil engineering fees incurred by the City with respect to the plan review, inspection or construction observation associated with the Property. Owner shall maintain a minimum balance in said escrow account of not less than Ten Thousand Dollars ($10,000) until all initial development on the Owner Properties is completed.

J. Plat and Plan Approval: Any development on the Owner Properties shall be subject to this Agreement, including, without limitation, the Development Standards attached hereto and applicable City Code. In the event of a conflict between the Development Standards, this Agreement, and City Code, this Agreement shall prevail over the Development Standards and the City Code, and the Development Standards shall prevail over City Code. The City reserves review and approval of all preliminary and final plats, stormwater and engineering plans, landscaping plans, proposed architectural designs, elevations, renderings or plans, mass grading plans, and all related development or design plans which the City shall seek review and approval of during the time of development, proposal of concept plans, preliminary or final plat review, building permit application, or any other aspect of site development, which approval shall not be unreasonably conditioned or withheld provided that the submittal is in compliance with this Agreement and applicable provisions of the City Code.
1. **Review Process for Development:** The City agrees that it shall take all reasonable steps possible to ensure that any areas of the Owner Properties undergo a streamlined review process. In order to ensure such streamlined review process, Owner agrees that it shall comply with the professional fee reimbursement obligation described in subsection (l) above.

   a. **Concept Plans / Staff Review Only:** The City hereby approves the Concept Plan attached hereto as Exhibit F ("Concept Plan") as a conceptual site development plan with the understanding and agreement that, notwithstanding anything in this Agreement to the contrary, so long as Owner submits preliminary and final plans and plats in general conformance with the Concept Plan, such plans and plats shall be approved by the City in the ordinary course of the development plan review procedure; provided, however, it is understood that Owner may in the course of development of the Owner Properties make changes to the Concept Plan at its own risk including, without limitation, changes in lot configuration and size, buildings and signs, and provisions for certain amenities so long as such changes do not conflict with a specific provision contained elsewhere in this Agreement or affect the essential character of the proposed development. Owner may submit changes to the Concept Plan for review and consideration by City Staff. Such review shall be performed at Owner's request and shall be utilized to provide preliminary review comments regarding conformity with the Development Standards. However, any final staff comments shall be reserved pending the submission of Preliminary Plans or Final Plans that are submitted for formal approval. No Owner initiated changes to the Concept Plan shall be deemed approved by the City until the Preliminary Plans or Final Plans relating to the area in question have been approved by the City.

   b. **Preliminary Plans:** Owner may submit Preliminary Plans for approval. Preliminary Plans shall be subject to a staff review and following such review and completion of requested revisions, shall be forwarded to the Planning and Zoning Commission for review and recommendation. Such Planning and Zoning Commission review and recommendation shall be completed at a public meeting, but shall not require the conduct of a public hearing. Following the issuance of a written recommendation by the Planning and Zoning Commission, the preliminary plans and the recommendation shall be forwarded to the City Council for review and approval, rejection, or conditional approval subject to the impositions of such conditions and restrictions as the City Council shall determine to be appropriate. If Owner elects to submit Preliminary Plans, all reasonable comments and conditions imposed by the City Council in accordance with City Code shall be addressed prior to the submittal of Final Plans. If Preliminary Plans are approved, the City shall approve any Final Plans that are submitted in conformance therewith. Preliminary Plans shall include, at minimum, the following documents:

   1) An ALTA survey for the portion of the Owner Properties at issue;
   2) A preliminary plat of subdivision;
   3) Preliminary engineering plans (including lighting and photometric
plans, topographical survey, proposed grading, and details of any proposed public improvements, water mains/services, sewer mains/services, and stormwater conveyance or detention improvements);

4) A site plan, fully dimensionalized, inclusive of setbacks and improvements;

5) Preliminary landscaping plans, including on-site and adjoining right-of-way landscaping as required by the Development Standards;

6) Conceptual building elevations;

7) To the extent required under Section IV.B.3, an updated traffic study addressing such portion of the Owner Properties as is proposed to be developed;

8) Any off-site drainage, utility or traffic improvements necessary to facilitate the proposed development;

9) Any other documents required under the UDO or other applicable laws, ordinances or regulations (e.g. FAA regulations, IDNR regulations, etc.); and

10) Such other documents as shall be reasonably requested by the Community Development Director.

c. **Final Plans:** Owner may submit Final Plans following the review of Concept and/or Preliminary Plans (in which case the Final Plans shall reflect modifications consistent with all comments, conditions and approvals previously provided), or may elect to submit Final Plans without having previously submitted Preliminary Plans, in the event that expedited review and approval is necessary. In either case, Final Plans shall be reviewed utilizing the same mechanism as Preliminary Plans (i.e. staff review, Planning and Zoning Commission recommendation at a public meeting, and City Council approval, conditional approval or rejection). In the event that any Final Plan is approved subject to any condition requiring revision, Owner shall submit revised Final Plans as required. The Community Development Director is thereafter authorized to review and to approve the revised Final Plans, if revised in conformity with the applicable requirements or conditions. In the event that the Community Development Director does not conclude that the Final Plans have been revised as required, the Community Development Director shall reject such plans. If Owner wishes to proceed with development of the rejected Final Plans at such time, Owner shall resubmit the Final Plans and they shall be subject to a new review process and for approval or rejection by the City Council. All final plats shall have signature blocks included in form and content reasonably acceptable to the Community Development Director. Once approved, Final Plans shall be valid for a period of thirty-six (36) months. In the event that Owner fails to develop the subject lots within that period, Final Plans shall be re-submitted for review and approval prior to construction.

d. **Site Plans:** In the case of any portion of the Owner Properties that has a
previously approved Final Plan that Owner intends to build in compliance with, and which is served by existing public and private utilities including water, sewer, storm sewer, stormwater detention and similar facilities, Owner may submit a Site Plan for review and approval. In the event that staff review of the Site Plan concludes that the Site Plan meets all applicable standards and is in accordance with a previously approved Final Plan, the Site Plan may be approved at the staff level without requirement of consideration by the Planning and Zoning Commission or City Council.

e. Buildings on Platted Lot: One or more principal buildings may be placed upon any platted lot without any requirement of subdivision or resubdivision; provided that the entire affected platted lot is owned by the same owner or owners. Separation and conveyance of one building on such a platted lot to a separate owner is allowed only if authorized by the City as part of a lawful subdivision process after confirming that the separate lots conform individually to City Codes and the terms of this Agreement, and provide for adequate cross-access easements and common area maintenance.

2. Overlay Zoning District: The Parties acknowledge that the entirety of the Owner Properties shall have overlay zoning as contemplated above, and thus that configuration or reconfiguration of portions or the entirety of the Owner Properties with varying uses which are permissible under this Agreement shall not require a rezoning. Accordingly, following the initial rezoning of the Owner Properties, use of the Owner Properties in accordance with this Agreement and the overlay PD-C / PD-I zoning imposed hereunder shall not require a public hearing or the other statutory processes associated with a rezoning. Notwithstanding the foregoing, the provisions of this Agreement relating to commercial uses being required on the Lincoln Highway Frontage shall remain in full force and effect.

3. Phasing of Development: The Owner Properties may be developed in one or more phases. Such phases shall be configured in such a manner that each such phase shall be served by all utilities, including adequate service capacity and looping within that particular phase (and contained solely within the Property). Owner shall provide not less than one point of access, comprised of a full access point to a public road, for each phase, unless waived by the City. To the extent that roadway and utility improvements may be developed or installed in phases, the City shall inspect and accept the same on a phase by phase basis provided that such improvements are sufficient to service the phase developed on a stand alone basis, as reasonably determined by the Community Development Director. Each phase shall be required to adhere to all applicable provisions of this Agreement.

K. Rezoning of Property: The Parties agree that, for the term of this Agreement, the Owner Properties shall not be rezoned to any zoning other than that imposed under this Agreement without the approval of the City and Owner, with such rezoning requiring consent from the City in the sole and absolute discretion of the City and the agreement of Owner to an amendment of this Agreement on terms and conditions acceptable to Owner, and further agree that the approvals described in this Agreement are based upon Owner and Owner’s agreement with the zoning imposed under this
Agreement; any amendment of said zoning shall require an amendment to this Agreement, on terms and conditions acceptable to the Parties.

L. **Building Permits:** The City shall issue building permits for which Owner applies within twenty-one (21) days of the City’s receipt of the last of the documents required by the UDO, this Agreement (such as final plat and plan approval) or the City 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. An applicant may apply for building permits for portions of the Owner Properties prior to the availability of storm sewer and sanitary sewer service to such portion of the Owner Properties, provided that applicant installs those minimum life safety improvements as identified and required by the City. Notwithstanding the foregoing, no temporary occupancy permits shall be issued for such portions of the Owner Properties until the availability and connection of such utilities is demonstrated to the reasonable satisfaction of the City. Notwithstanding anything in this Agreement to the contrary, the City agrees to issue necessary permits to the applicant, upon application by the applicant, prior to applicant’s submission of plans for any entire building to allow (i) grading or the installation of drainage and utility facilities on the Owner Properties, provided that the applicant submits a mass grading plan which complies with applicable City Code, and (ii) construction of building foundations, provided the applicant submits exterior enclosure drawings and foundation drawings which comply with applicable City Code; 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 and all such construction shall be at Owner’s sole risk, it being acknowledged that until approval by the City, the plans for the entire building (inclusive of work that was previously permitted and/or installed) may require revision.

**ARTICLE IV**  
**INFRASTRUCTURE**

A. **Water Mains and Potable Water Supply**

1. **City Water Supply:** The City shall assist Owner in obtaining all required permission to have access to any City water mains, at Owner’s sole expense. Provided that there remains adequate pressure and flow at the time of proposed connection, Owner shall have the right to connect to and use such system and mains upon payment of those capital, tap-on and user fees required by the then-current City ordinance or resolution. Tap-on / connection and capital fees shall otherwise be due on a unit by unit basis at the time of building permit application in accordance with the requirements established by then-current City Code. Said fees may be changed by the City from time to time in the City’s sole and absolute discretion, and Owner agrees to pay the amount as required by the City at the time such payment is due as long as such amount is payable by similarly situated owners generally and is not being applied on a discriminatory basis. Owner has verified that there is current volume and pressure available in the water mains to service the Owner Properties, as of the date of this Agreement, for the potable water and fire
suppression needs of the Owner Properties. Owner shall be responsible for constructing all on-site and off-site improvements necessary to connect to the Owner Properties and any development on the Owner Properties to the presently existing water mains and potable water supply of the City, in the fashion and orientation contemplated by the then-approved Final Plans. Owner shall be exclusively responsible for the payment of all costs, expenses and charges associated with the design, construction and permitting of such improvements, including but not limited to any security required under this Agreement or applicable law, any permits required by the City, the Illinois Environmental Protection Agency, the Illinois Department of Transportation, or any other agency having jurisdiction.

B. Streets, Access and Public Rights of Way

1. ROW Dedications: Relative to the Owner Properties, all right-of-way dedications shall be made at the time of Final Plat and shall conform to the widths, dimensions and amounts as approved in the Final Plans. The roadway specifications for the Owner Properties shall be in accordance with the Development Standards or, if not identified therein, in accordance with the requirements of the UDO and the approvals of the City Council.

2. Road Improvements: Owner shall be responsible for the construction of all on-site public and private road improvements reflected on any approved Final Plans, and for the construction of those off-site public road improvements reflected on any approved Final Plans.

3. Traffic Controls:

a. New Traffic Study. To the extent that proposed development of the Owner Properties is consistent with the underlying assumptions of that certain traffic study commissioned by the City through Kimley-Horn and Associates, Inc. to evaluate traffic operation along Peace Road and dated June 14, 2016, which traffic study is the subject of an independent review by Sam Schwartz Consulting, L.L.C. dated June 16, 2016 ("Existing Traffic Study"), no new traffic study or further update of the Existing Traffic Study will be required. To the extent that proposed development of the Owner Properties exceeds or is materially different from the underlying assumptions of the Existing Traffic Study or contemplates an additional access point to Peace Road at the Peace Road Intersection (defined below) for the benefit of that development, then as a component of such new plan submittals, Owner shall submit a traffic study to the City (which may be an update of the Existing Traffic Study) for review in form and content reasonably acceptable to the Community Development Director, or alternatively request that City prepare such a study at Owner’s cost. Where said study (or the City’s reasonable review of the same) determines that the proposed development of the Owner Properties will warrant traffic control devices or signalization, a traffic control and signalization plan, potentially including plans for off-site traffic control devices and stoplights
on perimeter roads adjacent to the Property (including but not limited to Peace Road adjacent to the COMED ROW), shall be submitted for review and approval by the Community Development Director prior to final plat approval, and Owner shall be responsible for installing all such improvements pursuant to the schedule indicated in the plan. Under those circumstances, Owner will be entitled to recapture from other properties benefitting from those traffic improvements.

4. **Bike Path Contribution:** Owner shall, within ninety (90) days of the date of approval of this Agreement, make a one-time contribution of $120,000, which funding may be utilized by the City towards the costs of constructing a public bike path to service the Property and surrounding development.

5. **Internal Roadways:** All concept, preliminary and final plans shall comply with the following requirements.

   a. **Access to Fairview Road:** Owner shall be only granted one additional access point to Fairview Road, to be located at the lot line between existing Lots 12 and 13. Said access point shall be restricted to use as an emergency access point only, and shall be controlled with a gate and fence in configuration reasonably acceptable to the Community Development Director, with the City’s Police and Fire Department having use of said access point. This access point shall be controlled by an emergency access system reasonably acceptable to the Community Development Director.

   b. **Internal Roads:** The Parties acknowledge that Owner shall not be required to construct “Hartman Road” or any other previously contemplated internal roads identified in various previous concept plans regarding both the Owner Properties and the Property generally and that the City will not require such construction of “Hartman Road” or any other such contemplated internal roads under the Original Agreement, including, without limitation, a North/South internal road extending from Macom Drive to Industrial Drive or an internal East/West road (“East/West Road”) commencing at Peace Road (aligning with the currently proposed signalized intersection entrance into the development on the Easterly side of Peace Road commonly referred to as DeKalb Commons (“Peace Road Intersection”)) and terminating at the westerly edge of the Property, at the boundary line with that certain parcel of property identified in the Original Agreement as the Algus Retained Property.

   c. **Dedication of Additional Rights-of-Way:** Owner shall, at the time of approval of any preliminary or final plat for Lot 20, dedicate to the City rights of way in final configuration, form and content reasonably acceptable to the City but substantially similar to those depicted on the plan attached hereto as Exhibit K as the “Industrial Drive Cul-de-Sac,” the “Industrial Drive Southern Extension” and the “Algus Extension,” respectively.
6. **Signalized Intersection:** To the extent a traffic study reasonably acceptable to the City and Owner demonstrates that minimum warrants therefor are met under the provisions of the then-current Manual on Uniform Traffic Control Devices, a signalized intersection will be constructed at the Peace Road Intersection. To the extent so recommended, the developer of the first to develop of the Peace Road Lots (by Owner) or the DeKalb Commons property (by that owner) shall construct that signalized intersection at the time of improvement of said property (prior to the issuance of final certificates of occupancy for any portion thereof adjacent to the proposed location of the signal (or in the case of the Owner Properties, adjacent to the COMED ROW adjacent thereto)). Said intersection shall be constructed and signalized concurrently with the first to occur of the construction of the East/West Road or the approval of a final plan for the Peace Road Lots if not previously constructed. In the event that a final plan is approved for the Peace Road Lots that does not include a requirement for the East/West Road, then the signalized intersection shall be utilized to provide primary access to the Peace Road Lots. In the event that the owner of the DeKalb Commons property constructs said signalized intersection, Owner agrees that it shall be responsible for the payment of recapture in an amount equal to fifty percent (50%) of the costs of designing and constructing said intersection and signalization, and agrees to dedicate and donate any right of way required for said intersection at no cost. Such recapture cost shall be payable at the time of final platting of the Peace Road Lots and will only be applicable to the owner of the Peace Road Lots at that time. In the event that Owner constructs said signalized intersection, the owner of the DeKalb Commons property shall be responsible for the payment of recapture in an amount equal to fifty percent (50%) of the costs of designing and constructing said intersection and signalization, and will be required to dedicate and donate any right of way required for said intersection at no cost. Such recapture cost shall be payable at the time of final platting of the DeKalb Commons property. Internal roadways constructed on Owner Properties may, in Owner’s discretion, be either private roadways that are privately maintained by Owner or the Property Owners Association, inclusive of all maintenance, snow removal, deicing or other activities, or public roadways.

C. **Storm Water Retention, Facilities and Improvements**

1. **Owner Responsibility:** Except as provided in Article IV(C)(2) below, Owner shall provide all necessary storm sewers, overland flow routes, detention systems and compensatory storage for the Owner Properties in compliance with the UDO, the existing flood plain ordinance of the City and all other applicable laws and regulations, as modified or amended pursuant to the terms of this Agreement. In determining whether any parcel within the Owner Properties satisfies zoning standards, any part thereof within a detention or retention system may be included as part of the area of said parcel. In the event Owner elects to construct a combined detention or retention system which serves all or a portion of the parcels that comprise the Owner Properties, the land area dedicated to the retention or detention system for a specific parcel shall be included in the land area of the parcel for calculations of zoning standards with regard to maximum site coverage. Owner
shall, at the time of development of any lot within the Owner Properties, encumber with an easement of record any portion of the land area within that lot dedicated to storm water retention or detention for the benefit of any property other than the lot in question.

2. **Existing Storm Water Retention, Facilities and Drainage Improvements:** Owner and Owner’s predecessors in interest have previously constructed certain existing storm water facilities on the Property in accordance with the terms of a storm water management plan attached hereto as Exhibit G ("Existing Storm Water Plan"), which Existing Storm Water Plan has been approved by the City. Requirements for the construction of future detention or storm water facilities shall be based upon the new needs for storm water detention based upon the impervious surface area generated by any proposed future development of the Owner Properties. In the event of any future modification of the City’s storm water retention and detention codes, any development proposed to occur on the Owner Properties after the effective date of such modification shall comply with the standards outlined therein (but all development completed prior to that date shall comply with the City’s regulations applicable at the time of development). All new development of the Owner Properties shall require new detention facilities and compensable storage other than Lots 2, 3, 5, 8, 10 and 13 (as identified on the Concept Plan, it being acknowledged that Lots 2, 3, 5, 8, 10, 13 and portions of Lot 20 have been provided detention within the Existing Storm Water Plan.

3. **Future Detention Basins:** Owner shall comply with the following conditions for any future detention basins:

   a. **Lincoln Highway Setback:** In the event that the Lincoln Highway Frontage develops with commercial use pursuant to Article III(B)(1)(b) above, no detention basin shall be constructed within four hundred (400) feet of the southerly right of way line of Lincoln Highway. In the event that the Lincoln Highway Frontage is developed as part of the development of all or a portion of Lot 20, as contemplated in Article III(B)(1)(a), the provisions of that section shall govern with regard to the installation of detention, signage and screening. All detention setbacks shall comply with Public Act 86-616.

   b. **Runway Protection Zone:** Any detention basin constructed on the Owner Properties within an officially recognized Runway Protection Zone or other similar regulatory area shall include such modifications and improvements as shall be required to comply with then-applicable regulations in a manner reasonably acceptable to the Community Development Director. All storm water basins within such Runway Protection Zones shall comply with FAA Advisory Circular 150-5200-33B (or the then-current and applicable requirements). Said requirements shall also apply to the existing detention basin located the northwestern corner of Peace Road and Fairview Drive ("Lot 13 Pond"). Owner will either remove the Lot 13 Pond or will modify the Lot 13 Pond to comply with applicable requirements described above within thirty-six (36) months after the date of execution and
delivery of this Agreement by both Owner and the City.

c. **Future “North” Detention Basin:** Owner agrees and acknowledges that there is a present drainage/detention issue on adjacent properties. As a condition of development of the Owner Properties, Owner agrees that it shall provide an oversized northerly detention basin, generally contemplated to be north of the existing Target development, in form and configuration reasonably acceptable to the Community Development Director, to accommodate a release rate of 0.03 CFS/acre, which is lower than the maximum permitted under the then-current storm water ordinance. Such basin shall be oversized in an effort to accommodate existing offsite and onsite stormwater flows and to address a present (and contemplated future) stormwater concern to Owner's reasonable ability.

d. **Regional Storm Water Drainage:** Owner shall provide all necessary storm sewers, detention systems, and compensatory storage to develop the Owner Properties in compliance with 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 and provided that, at the time a parcel within the Owner Properties is developed, the portion of the storm water drainage and detention system serving that parcel has sufficient capacity (or is expanded to provide such sufficient capacity) to accommodate storm water discharge from that parcel into that system in accordance with the standards outlined above.

D. **Sanitary Sewers**

1. **Sanitary Sewer Service:** The City shall cooperate with Owner and execute all applications, permit requests and other documents required to obtain sanitary sewage treatment service from the Kishwaukee Water Reclamation District in order to allow Owner’s connection to the existing and future sanitary sewer lines installed on the interior and exterior of the Property. Owner shall pay to the requisite governmental entity its respective shares of all permits, inspection and tap on fees that are required at the time of connection to such sanitary sewer system. The City shall cooperate with Owner in obtaining all necessary easements and shall grant Owner access to all City owned rights of way to enable Owner to access the sanitary sewer service for the Owner Properties, in accordance with the approved Final Plans.

2. **Owner Responsibility:** It shall be Owner’s responsibility to contact the Kishwaukee Water Reclamation District to ascertain the status of and make the appropriate contributions toward any existing recapture agreements pertaining to sanitary sewer lines, lift stations or other sanitary system infrastructure, or contributions, accommodations, or agreements regarding the oversizing of sanitary sewer lines or other sanitary system improvements required by the Kishwaukee Water Reclamation District. Owner acknowledges that the City shall have no
responsibility or liability for any recapture related to sanitary sewers. No separate sanitary sewer fees are due to the City, except for standard building permits, connection and inspection fees, and any fees collected by the City on behalf of the Kishwaukee Water Reclamation District payable City-wide as a condition to connection to and the use of the system by all properties.

ARTICLE V
INTENTIONALLY DELETED

ARTICLE VI
NEW BUILDINGS

No new buildings or structures shall be erected on the Property, except in compliance with all applicable provisions of this Agreement.

ARTICLE VII
FEES

A. Fees: Owner shall pay all fees, in the amount and at the time as required by any applicable City Ordinance.

B. Peace Road Contribution: The Parties acknowledge that Owner has benefitted substantially from the construction, improvement and maintenance of Peace Road, which road provides the Owner Properties with their primary access to both Lincoln Highway and the I-88 tollway. Owner agrees to contribute to the future improvement of Peace Road as follows:

1. I-88 to IL Route 38 (Lincoln Highway): Owner acknowledges that the City has presently programmed that portion of Peace Road from I-88 to Illinois Route 38 (Lincoln Highway) for improvement, and it is presently included within a federal and state grant program that results in the provision of eighty percent (80%) of the costs of designing and constructing improvements from grant funding, with a twenty percent (20%) local funding obligation. Owner shall be responsible for the payment of Seven Hundred Fifty Thousand and No/100ths Dollars ($750,000.00) as Owner’s portion of any local share of the cost of designing and constructing this portion of Peace Roadway, to be paid to the City in accordance with Section VII(B)(3) below.

2. Macom Drive: The cost of maintaining Macom Drive (which is owned by the City) will be the exclusive responsibility of the City. In calendar year 2020, the City shall perform crack-filling and other necessary surface repairs to Macom Drive (as determined by the City in its sole discretion) at the City’s sole cost.

3. Payment of Obligation: Amounts payable to the City by Owner under Section VII(B)(1) above will be allocated pro rata (determined on a per acre basis) among subdivided lots within the Owner Properties and will be payable into escrow within sixty
(60) days after delivery of written notice to Owner that bids for the programmed improvements to Peace Road from I-88 to Illinois Route 38 have been awarded. That escrow may be with the Chicago, Loop office of a nationally recognized title company or with the City pursuant to a form of escrow agreement agreeable to the Parties.

4. **Grants Toward Obligation:** The Parties agree that Owner may satisfy all or some portion of its obligation towards the above-referenced costs through the identification and provision of other forms of grant funding to satisfy the local match requirement. In the event that the Parties successfully obtain additional grants that can be utilized to satisfy the local match, and said grants are based upon the development or other activities within the Property, such grants shall be applied as a credit against Owner’s obligation, on a prorata basis, up to the full amount of such obligation. If the Parties are able to secure additional grants to cover the full twenty percent (20%) local share based upon the development or activities occurring on the Property, Owner would not be required to make a further contribution towards project costs.

C. **Other Grants:** The Parties shall reasonably cooperate with each other in seeking available financial assistance from available grant programs that may benefit the Owner Properties or which may provide for the funding or construction of public improvements that benefit the Owner Properties. During the Construction Period regarding a particular development site at the Owner Properties, Owner will exercise reasonable efforts to secure the cooperation of prospective occupants of that site regarding available grant programs that may benefit the Owner Properties or which may provide for the funding or construction of public improvements that benefit the Owner Properties.

**ARTICLE VIII**

**DEVELOPMENT RESTRICTIONS**

A. **Stop Work Orders:** The City may issue stop orders in accordance with City Code as necessary to insure development occurs as required by this Agreement and City Ordinances. Unless issued in case of emergency, said stop orders shall be preceded by reasonable notice (not less than three days) and opportunity to comply.

B. **Compliance with City Ordinances:** The City and Owner agree that, except as specifically modified in this Agreement and as shown in applicable Final Plans, the Owner Properties shall be developed in compliance with all ordinances, codes and regulations of the City in effect at the time of development, including but not limited to the City Subdivision Control Ordinance. The Parties acknowledge that it is the ultimate responsibility of Owner to comply with any and all requirements of this Agreement and applicable City Codes.

C. **Engineering Review and Permits:** All construction shall be in accordance with the Final Plans. Any issues not addressed by the Final Plans or any proposed changes to the Final Plans shall be required to comply with the City Codes and any comments which are included within the Final Plan approval. All such comments must be addressed prior to site development. All versions of the plat, including the final plat, shall be subject to the requirements of the Development
Standards. All permits from the Illinois Environmental Protection Agency or any other agency with jurisdiction over the Property must be issued prior to work on water main, sanitary sewer or storm sewer improvements commences; the City will reasonably cooperate with Owner in signing such applications.

D. Utility Extensions: The installation of the necessary and appropriate on-site electric, natural gas, cable, television, telephone facilities, future internet access facilities and other utilities (when available) to the Property shall be by underground installation and pursuant to the requirements of such utility companies or pursuant to the agreement of the City with such entities and at no cost to the City. Owner agrees to bury all overhead utility lines existing at the time of development that run within the Property at the time of development of the area in question.

E. Traffic Enforcement: Owner will not unreasonably object to the City’s traffic law enforcement on private parking lots, roads and commercial areas of the Owner Properties in accordance with City Code. Owner and the City agree and acknowledge that said enforcement shall be limited to enforcement of accessible parking restrictions and fire lane parking zones.

F. Site Control: Owner acknowledges that, depending on weather conditions, construction traffic entering and leaving a construction site creates debris, especially dirt, dust, and mud clots on streets and roadways adjacent to a construction site on the Owner Properties. Owner agrees that during the Construction Period it shall inspect and clean the streets and roadways adjacent to and within 1,000 feet of the entrance to Owner’s construction site on the Owner Properties of debris that came from the Owner Properties or in relation to the development thereof, and take reasonable measures to control dust as needed daily while construction is occurring on said site. Within the Owner Properties, Owner further agrees during the Construction Period to mow vegetation exceeding eight inches, pick up trash and debris and repair and replace soil erosion control fencing so as to comply with applicable ordinances of the City, all of which activities may be contracted to its development trades and contractors. During the Construction Period Owner shall also patch or repair damage to any roadway, path, driveway, sidewalk or other similar improvement within or adjoining the Owner Properties, prior to the conclusion of the maintenance period for any such improvement. As security for such obligations, and as a condition of the issuance of any filling or grading permits, Owner agrees to deposit with the City the sum of twenty thousand ($20,000.00) dollars (“Site Control Escrow”) prior to commencing any development work of any kind on the Owner Properties. In the event Owner, during the Construction Period, fails to clean, snow plow or de-ice the streets, mow weeds, pick-up debris or repair or replace soil erosion control fencing, or fails to patch or repair any street, path, roadway or sidewalk prior to the acceptance of such street, path, roadway or sidewalk as herein provided, within forty-eight (48) hours after receipt of notice from the City of Owner’s failure to comply with this provision, then the City may perform or contract with others to perform such undertaking and deduct the cost thereof from the Site Control Escrow. In the event that the City reasonably determines that the 48 hour waiting period presents an undue hazard to public welfare or safety, the City may take action without satisfying such waiting period. Owner shall, within 15 business days following written notice from the City, replenish the Site Control Escrow as funds are from time to time properly withdrawn there from by the City, so as to maintain the same at a twenty thousand ($20,000.00) dollar balance. All sums remaining on deposit with the City pursuant to this provision shall be credited against other fees or charges due from Owner upon conclusion of the last of the maintenance periods for public
improvements within the Property, or completion of the development of all lots and units within the Owner Properties in accordance with the last Final Plat thereof, whichever shall be the last to occur. Any unused balance will be returned to Owner.

G. Sidewalks: Concrete sidewalks, as required and specified by applicable City Codes and the terms of this Agreement, shall not be installed between November 15th and April 15th of any given year, unless otherwise permitted by the City Building Department or by ACI Code. If Owner constructs the East/West Road, Owner shall construct a public sidewalk as part of that improvement. In addition, to the extent the owner of the COMED ROW grants a recorded easement permitting the extension of the existing sidewalk at the east end of Macom Road to the Peace Road right-of-way, then Owner, at Owner’s expense, will cause the existing sidewalk at the east end of Macom Road to be extended over the COMED ROW to the Peace Road right-of-way in accordance with permits therefore issued by the City and in accordance with the terms of any such recorded easement. Other than the foregoing sidewalks, Owner will not be required to construct any public sidewalks in connection with the Owner Properties. Nothing in this paragraph affects Owner’s obligations under this Agreement to repair or replace any existing or future sidewalks damaged in connection with Owner’s construction activities on the Owner Properties.

H. Building Codes: Subject to the terms of this Agreement, all development on the Owner Properties shall conform to the then-current and applicable City Codes.

I. Certificates of Occupancy:

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. 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 then-current building code.

Owner may request issuance of a Temporary Certificate of Occupancy (TCO) for a structure where the structure and site meet all applicable minimum building, safety and fire code requirements but where not all improvements related to the structure have been completed so as to justify issuance of a final certificate of occupancy. Temporary certificates of occupancy shall not be delayed in the event adverse weather conditions prevent construction of final surface courses on private drives, final landscaping, and final exterior facade improvements (provided that the building is weathertight and passes all applicable inspections for life-safety and occupancy concerns). If Owner seeks a TCO, Owner shall post with the City an irrevocable letter of credit or bond from a financial institution or surety reasonably acceptable to the City, in an amount not less than one hundred and twenty percent (120%) of the anticipated completion costs for any remaining improvements. A TCO shall have a maximum term of ninety (90) days for any interior issue and a maximum term of six (6) months for any exterior issue. Such terms may be extended by the City for up to three successive extensions of not more than thirty (30) days each. The Community Development Director shall be authorized to issue TCOs, to approve of letters of credit or bonds and cost completion estimates, to approve of TCO extensions, and to revoke or terminate a TCO; provided that Owner may appeal any such revocation or termination to the City Council.
J. **Utility Easement Encroachments:** Owner and Developer will reasonably cooperate with each other in good faith to resolve any public utility encroachments (i.e., public utilities constructed by Owner outside of public utility easements) at the Owner Properties in a mutually agreeable fashion.

**ARTICLE IX**
**MUTUAL ASSISTANCE**

A. **Mutual Cooperation:** The Parties shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement; 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.

**ARTICLE X**
**REMEDIES**

A. Upon a breach of this Agreement, any of the Parties, in any court of competent jurisdiction, by an action or proceedings 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 hereto pursuant to the provisions of this Article 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 nonexclusive of any other remedy either set forth herein or available to any party at law or in equity.

B. In the event of a material breach of this Agreement, the Parties agree that the party alleged to be in breach shall have thirty (30) 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).

C. 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) day 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 in law or 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.

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

E. If the performance of any covenant to be performed hereunder by any Party is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances may include acts of God, war, acts of civil disobedience, weather, terrorist acts of a direct or indirect nature, material shortages, flooding, strikes or similar acts), the time for such performance shall be extended by the amount of time of such delay.

ARTICLE XI
TERM

This Agreement shall be binding upon the Parties and their respective successors and assigns for forty (40) years, commencing as of the date hereof, and for such further terms as may hereinafter be authorized by statute and by City ordinance. In the event that a Court of competent jurisdiction determines that for any reason a term of forty years is unenforceable, then the preceding sentence of this Article XI shall be severed and stricken from this Agreement and this Agreement shall have a term of twenty (20) years commencing on the date hereof. The expiration of the Term of this Agreement shall not affect the continuing validity of the zoning of the Property or any ordinance enacted by the City pursuant to this Agreement.

ARTICLE XII
MISCELLANEOUS

A. Amendment: This Agreement, and the exhibits attached hereto, may be amended only by mutual consent of the City and owner of an affected parcel, by adoption of an ordinance by the City approving said amendment as provided by law, and by the execution of said amendment by the City and that owner. Notwithstanding the foregoing, the City and Owner may agree to amend the provisions of this Agreement, during its term, without the approval or consent of the owners of individual commercial lots that have been sold during the term of this Agreement, provided that the amendment agreed to by the City and Owner does not create any new obligation or burden for the individual lot owner(s). Purchase of any parcel within the Owner Properties after the recording of this Agreement constitutes acceptance of the provisions of this Agreement, and waiver of the right to object to any amendment authorized under this Article XII(A).

B. 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 shall not affect the application or validity of any other provisions, covenants, agreements and portions of this Agreement, and to that end, all provisions, covenants, agreements and portions of the Agreement are declared to be severable. If for any reason the zoning of the Owner Properties is ruled invalid, in whole or in part, the Corporate Authorities, as soon as possible, shall 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 at the expense of Owner, as applicable.
C. **Entire Agreement:** This Agreement sets forth all agreements, undertakings and covenants between and among the Parties regarding the Owner Properties. This Agreement supersedes all contrary ordinances, prior agreements, negotiations and understandings, written and oral, and is a full integration of the entire agreement of the Parties regarding the Owner Properties. In the event of any conflict between two or more components of this Agreement providing standards, guidelines or requirements for Owner to act upon in or around the Owner Properties, construction or related activities for the Owner Properties, if Owner and City are able to agree upon the applicable standard in a writing acceptable to both parties, said agreed upon standard may be utilized without an amendment to this Agreement.

D. **Successors and Assigns:** This Agreement shall inure to the benefit of, and be binding upon, successors of Owner and its respective 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. This Agreement may be assigned without the City's approval, and, subject to the terms and conditions of this section, upon said assignment and acceptance by an assignee, the assignor shall have no further obligations hereunder.

Notwithstanding the foregoing, no owner of a Developed Parcel (as defined below) shall have any liability under this Agreement for any "Obligation" (as defined below) except for Obligations relating solely to the use of that Developed Parcel or the construction or maintenance of improvements thereon, and, further, no breach of this Agreement by Owner or any other party will restrict, impair or otherwise affect any Developed Parcel or the owner thereof. For purposes hereof, a "Developed Parcel" means any subdivided parcel of the Owner Properties that has been developed with a building for which a certificate of occupancy has been issued by the City and for which all public improvements required by this Agreement to be completed prior to occupancy of that building have been so completed (such building, public improvements and the related parcel of land being referred to herein as a "Developed Parcel").

All portions of the Owner Properties, other than Developed Parcels, will be subject to and bound by all the terms of and obligations under this Agreement that govern or regulate the use and development of that specific parcel of undeveloped land and the construction of as yet unconstructed public improvements required under this Agreement in connection with the Owner Properties but will not be bound by obligations under this Agreement that only govern or regulate the use and development of other portions of the Owner Properties.

Upon a conveyance of any portion of the Owner Properties, the party conveying such portion shall be released from any further obligations under this Agreement related to the Owner Properties conveyed that accrue after the date of that conveyance; provided, however, that, to the extent a bond, letter of credit or other security regarding the construction or maintenance of public improvements ("Improvement Guaranty") has been delivered to the City in connection with the portion of the Owner Properties being conveyed, the current Owner will not be released from the obligations secured by that Improvement Guaranty until such time as the new owner has delivered a replacement Improvement Guaranty to the City.

As used in this Agreement the term "Owner" will mean Park 88 Group, LLC, a Delaware limited
liability company as the owner of the Owner Properties as of the date hereof and any person or entity who acquires fee title to any undeveloped portion of the Owner Properties from Owner.

Upon satisfaction of the duties and obligations of Owner under this Agreement to pay recapture, if applicable, and to construct and maintain public and private improvements regarding a Developed Parcel ("Obligations"), the City shall, at the request of Owner, issue a certificate in recordable form confirming that the Obligations have been fully satisfied for purposes of this Agreement regarding that Developed Parcel, and the Parties agree that such Obligations shall be deemed to be fully satisfied regarding that Developed Parcel for all purposes of this Agreement thereafter.

E. City Designees: Any reference to a specified City employee or official as contained herein shall be deemed to refer to the specified employee or official, or his or her designee, or in the absence of a specific reference, the City Manager or a designee thereof.

F. Notices: Any notice required or permitted by the provisions of this Agreement shall be in writing and sent by certified mail, return receipt requested, or personally delivered, to the Parties at the following addresses, or at such other addresses as the Parties may, by notice, designate:

City Clerk
City of DeKalb
200 South 4th Street
DeKalb, IL 60115
Telephone: 815-748-2095

With copies to:
City Manager
City of DeKalb
200 South Fourth Street
DeKalb, IL 60115
Telephone: 815-748-2090

City Attorney
City of DeKalb
200 South 4th Street
DeKalb, IL 60115
Telephone: 815-748-2090

If to Owner:
Park 88 Group, LLC
c/o Venture One Real Estate
9500 Bryn Mawr, Suite 340
Rosemont, IL 60018

With a copy to:
Howard I. Goldblatt
O'Rourke, Hogan, Fowler & Dwyer, LLC
10 S. LaSalle Street, Suite 3700
Chicago, IL 60603
Notices shall be deemed given on the third (3rd) business day following deposit in the U.S. Mail, if given by certified mail as aforesaid, and upon receipt or refusal of delivery, if personally delivered or if delivered via overnight courier.

G. **Amendment to Orr Parcel Annexation Agreement:** Except as modified or amended by this Agreement, the provisions, conditions and terms of the Orr Parcel Annexation Agreement will remain unchanged and in full force and effect. In the case of any inconsistency between any of the provisions of this Agreement and any of the provisions of the Orr Parcel Annexation Agreement, the provisions of this Agreement will govern and control. In particular, (1) Article III and Section XII.K of the Orr Parcel Annexation Agreement are each superseded by the terms of this Agreement and will be of no further force or effect, (2) the concept plan attached as Exhibit B to the Orr Parcel Annexation Agreement is superseded by the Concept Plan attached hereto as Exhibit F and will be of no further force or effect, and (3) Owner will not have any obligation to grant access or utility easements through applicable portions of any of the Owner Properties to serve the “Deegan Property” (as that term is used in the Orr Parcel Annexation Agreement).

H. **Obligations to Algus Retained Property:** Nothing in this Agreement will modify or affect Owner’s obligations for the benefit of the Algus Retained Property under Section 14.09 of the Original Agreement.

I. **Time of Essence:** Time is of the essence of this Agreement and of each and every provision hereof.

J. **Indemnification:** Owner covenants and agrees to pay, at its expense, any and all damages, expenses, liabilities and losses resulting from this Agreement, the construction and development activities of Owner, or its agents, contractors and subcontractors regarding the development of the Owner Properties, and to defend and indemnify and save the City and its officers, elected and appointed agents, employees, engineers and attorneys (collectively, the “Indemnifieds”) harmless of, from and against such damages, expenses, liabilities and losses, except to the extent such damages, expenses, liabilities and losses arise by reason of the gross negligence or willful or wanton act or omission of the Indemnifieds. Owner shall provide satisfactory proof of insurance covering such defense and indemnity of the Indemnifieds.

K. **Written Assurance:** Upon a written request from Owner or the owner of the lot within the Owner Properties, the City will execute and deliver a “Written Assurance” (defined below) to Owner, the owner of that lot or to a prospective purchaser or mortgage lender. A **Written Assurance** is a writing which states that, except as otherwise provided in that Written Assurance: (a) this Agreement has not been amended or modified in any manner not of record with the DeKalb County, Illinois Recorder; (b) to the best knowledge of the party executing and delivering the Written Assurance there are no defaults presently existing under this Agreement by the requesting party; (c) there are no amounts presently due and owing to the party executing and delivering the Written Assurance from the party requesting the Written Assurance under this Agreement; and (d) except as provided in the Written Assurance all duties and obligations of Owner under this Agreement have been satisfied with respect to that portion of the Owner Properties and no duties or obligations remain to be performed by the owner of that portion of the Owner Properties under this Agreement.
L. **Exhibits:** The following Exhibits referred to herein and attached to this Agreement are hereby made a part of this Agreement:

- **Exhibit A** Legal Description of the Property
- **Exhibit B-1** Legal Description of Owner Properties
- **Exhibit B-2** Depiction of Owner Properties
- **Exhibit C** Development Standards
- **Exhibit D** Legal Description of Public Use Parcel
- **Exhibit E** Form of Professional Fee Reimbursement Agreement
- **Exhibit F** Approved Concept Plan
- **Exhibit G** Existing Storm Water Plan
- **Exhibit H** Intentionally Deleted
- **Exhibit I** Stormwater Detention Basin Maintenance Standards
- **Exhibit J** Supplemental Declaration of Protective Covenants for Park 88 Business Park *(to be recorded separately)*
- **Exhibit K** Depiction of Proposed Internal Road Improvements
- **Exhibit L** Depiction of Portion of Owner Properties Currently Zoned SFR1
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:

CITY OF DEKALB, an Illinois Municipal corporation

By:  
Jerry Smith, Mayor

Attest:  
Lynn A. Fazekas, City Clerk

STATE OF ILLINOIS  
COUNTY OF DEKALB

I, Ruth A. Scott, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Jerry Smith, being the Mayor and Lynn A. Fazekas, being the City Clerk of the City of DeKalb, an Illinois home rule municipal corporation, 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 acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said municipal corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 24th day of July, 2019.

Ruth A. Scott  
Notary Public

My Commission Expires: 7-24-2022
OWNER:

PARK 88 GROUP, LLC, a Delaware limited liability company

By: Mark Goode

Print Name: Mark Goode

Its: Member

STATE OF ILLINOIS
COUNTY OF Cook

I, Daniel J. Polenska, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Mark Goode, being the Authorized Signatory of Park 88 Group, LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act, and as the free and voluntary act of said company for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15th day of August, 2019.

Notary Public

My Commission Expires: 3/14/2021
EXHIBIT A — LEGAL DESCRIPTION OF THE ENTIRE PROPERTY

THAT PART OF THE WEST HALF OF SECTION 25 AND THAT PART OF SECTION 26, AND THAT PART OF THE SOUTHWEST QUARTER OF SECTION 24, ALL IN TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF OUTLOT A IN PARK 88 UNIT 1, PER DOCUMENT NUMBER 20040139757; THENCE THE FOLLOWING 3 COURSES ALONG THE LIMITS OF SAID PARK 88 UNIT 1: 1) NORTH 00 DEGREES 15 MINUTES 42 SECONDS EAST, A DISTANCE OF 43.54 FEET; 2) THENCE NORTH 24 DEGREES 28 MINUTES 05 SECONDS EAST, A DISTANCE OF 4176.61 FEET; 3) THENCE SOUTH 89 DEGREES 31 MINUTES 26 SECONDS EAST, A DISTANCE OF 2216.49 FEET; THENCE NORTH 00 DEGREES 19 MINUTES 28 SECONDS EAST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25, A DISTANCE OF 651.28 FEET TO THE LIMITS OF LINCOLN INDUSTRIAL PARK SUBDIVISION PER DOCUMENT NUMBER 387022; THENCE THE FOLLOWING 4 COURSES ALONG THE LIMITS OF SAID LINCOLN INDUSTRIAL PARK SUBDIVISION: 1) SOUTH 89 DEGREES 47 MINUTES 54 SECONDS EAST, A DISTANCE OF 908.22 FEET; 2) THENCE NORTH 00 DEGREES 22 MINUTES 56 SECONDS EAST, A DISTANCE OF 1084.85 FEET; THENCE SOUTH 76 DEGREES 47 MINUTES 54 SECONDS EAST, A DISTANCE OF 124.01 FEET; 4) THENCE SOUTH 02 DEGREES 07 MINUTES 30 SECONDS WEST ALONG SAID LIMITS AND SAID LIMITS EXTENDED SOUTHWARDLY, A DISTANCE OF 364.47 FEET; THENCE SOUTH 82 DEGREES 36 MINUTES 50 SECONDS EAST, A DISTANCE OF 298.72 FEET; THENCE NORTH 00 DEGREES 22 MINUTES 56 SECONDS EAST, A DISTANCE OF 99.66 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 01 SECONDS EAST, A DISTANCE OF 580.57 FEET; THENCE NORTH 10 DEGREES 57 MINUTES 09 SECONDS EAST, A DISTANCE OF 135.69 FEET; THENCE SOUTH 75 DEGREES 36 MINUTES 07 SECONDS EAST, A DISTANCE OF 186.85 FEET; THENCE NORTH 14 DEGREES 23 MINUTES 51 SECONDS EAST, A DISTANCE OF 221.01 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 38 (LINCOLN HIGHWAY); THENCE THE FOLLOWING 2 COURSES ALONG SAID SOUTHERLY RIGHT OF WAY LINE; 1) SOUTH 70 DEGREES 47 MINUTES 28 SECONDS EAST, A DISTANCE OF 22.58 FEET; 2) THENCE SOUTH 74 DEGREES 56 MINUTES 50 SECONDS EAST, A DISTANCE OF 235.57 FEET; THENCE SOUTH 00 DEGREES 31 MINUTES 01 SECONDS WEST, A DISTANCE OF 89.61 FEET; THENCE SOUTH 75 DEGREES 40 MINUTES 15 SECONDS EAST, A DISTANCE OF 137.90 FEET TO A LINE 92.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 24; THENCE SOUTH 00 DEGREES 16 MINUTES 41 SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 111.10 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 00 DEGREES 26 MINUTES 26 SECONDS WEST ALONG A LINE 92.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID WEST HALF OF SECTION 25, A DISTANCE OF 5279.33 FEET TO THE NORTH LINE OF FAIRVIEW DRIVE; THENCE THE FOLLOWING 25 COURSES ALONG SAID NORTH LINE: 1) NORTH 89 DEGREES 30 MINUTES 26 SECONDS WEST, A DISTANCE OF 607.26 FEET; 2) THENCE NORTH 00 DEGREES 29 MINUTES 34 SECONDS EAST, A DISTANCE OF 7.00 FEET; 3) THENCE NORTH 89 DEGREES 30 MINUTES 26 SECONDS WEST, A DISTANCE OF 60.00 FEET; 4) THENCE NORTH 00 DEGREES 29 MINUTES 34 SECONDS EAST, A DISTANCE OF 10.00 FEET; 5) THENCE NORTH 89 DEGREES 30 MINUTES 26 SECONDS WEST, A DISTANCE OF 200.00 FEET; 6) THENCE SOUTH 00 DEGREES 29 MINUTES 34 SECONDS WEST, A DISTANCE OF 10.00 FEET; 7) THENCE NORTH 89 DEGREES 30 MINUTES 26 SECONDS WEST, A DISTANCE OF 100.00 FEET; 8) THENCE SOUTH 00 DEGREES 29 MINUTES 34 SECONDS WEST, A DISTANCE OF 7.00 FEET; 9) THENCE NORTH 89 DEGREES 30 MINUTES 26 SECONDS WEST, A DISTANCE OF 200.00 FEET; 10) THENCE NORTH 00 DEGREES 29 MINUTES 34 SECONDS EAST, A DISTANCE OF 7.00 FEET; 11) THENCE NORTH 89 DEGREES 30 MINUTES 26 SECONDS WEST, A DISTANCE OF 860.00 FEET; 12) THENCE SOUTH 00 DEGREES 29 MINUTES 34 SECONDS WEST, A DISTANCE OF 7.00 FEET; 13) THENCE NORTH 89 DEGREES 30 MINUTES 26 SECONDS WEST, A DISTANCE OF 130.08 FEET; 14) THENCE NORTH 00 DEGREES 29 MINUTES 34 SECONDS EAST, A DISTANCE OF 2.00 FEET; 15) THENCE NORTH 89 DEGREES 30 MINUTES 26 SECONDS WEST, A DISTANCE OF 60.21 FEET; 16) THENCE NORTH 00 DEGREES 29 MINUTES 34 SECONDS EAST, A DISTANCE OF 15.00 FEET; 17) THENCE NORTH 89 DEGREES 30 MINUTES 26 SECONDS WEST, A DISTANCE OF 311.18 FEET; 18) THENCE NORTH 89 DEGREES 44 MINUTES 09 SECONDS WEST, A DISTANCE OF 1658.83 FEET; 19) THENCE SOUTH 00 DEGREES 15 MINUTES 51 SECONDS WEST, A DISTANCE OF 17.00 FEET; 20) THENCE NORTH 89 DEGREES 44 MINUTES 09 SECONDS WEST, A DISTANCE OF 329.31 FEET; 21) THENCE NORTH 00 DEGREES 15 MINUTES 51 SECONDS EAST, A DISTANCE OF 7.00 FEET; 22) THENCE NORTH 89 DEGREES 44 MINUTES 09 SECONDS WEST, A DISTANCE OF 428.42 FEET; 23) THENCE NORTH 00 DEGREES 15 MINUTES 51 SECONDS EAST, A DISTANCE OF 10.00 FEET; 24) THENCE NORTH 89 DEGREES 44 MINUTES 09 SECONDS WEST, A DISTANCE OF 171.45 FEET; 25) THENCE NORTH 89 DEGREES 44 MINUTES 13 SECONDS WEST, A DISTANCE OF 1285.39 FEET TO SAID POINT OF BEGINNING, IN DEKALB COUNTY, ILLINOIS.
LOT 2 IN PARK 88 UNIT 1, BEING A SUBDIVISION OF THAT PART OF THE WEST HALF OF SECTION 25 AND THAT PART OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 24, 2004 AS DOCUMENT NUMBER 2004019757, IN DEKALB COUNTY, ILLINOIS;

TOGETHER WITH

LOT 3 IN PARK 88 UNIT 1, BEING A SUBDIVISION OF THAT PART OF THE WEST HALF OF SECTION 25 AND THAT PART OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 24, 2004 AS DOCUMENT NUMBER 2004019757, IN DEKALB COUNTY, ILLINOIS;

TOGETHER WITH

LOT 5 IN PARK 88 UNIT 1, BEING A SUBDIVISION OF THAT PART OF THE WEST HALF OF SECTION 25 AND THAT PART OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 24, 2004 AS DOCUMENT NUMBER 2004019757, IN DEKALB COUNTY, ILLINOIS;

TOGETHER WITH

OUTLOT "A" IN PARK 88 UNIT 1, BEING A SUBDIVISION OF THAT PART OF THE WEST HALF OF SECTION 25 AND THAT PART OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 24, 2004 AS DOCUMENT NUMBER 2004019757, IN DEKALB COUNTY, ILLINOIS;

TOGETHER WITH

OUTLOT "B" IN PARK 88 UNIT 1, BEING A SUBDIVISION OF THAT PART OF THE WEST HALF OF SECTION 25 AND THAT PART OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 24, 2004 AS DOCUMENT NUMBER 2004019757, IN DEKALB COUNTY, ILLINOIS;

TOGETHER WITH

OUTLOT "C" IN PARK 88 UNIT 1, BEING A SUBDIVISION OF THAT PART OF THE WEST HALF OF SECTION 25 AND THAT PART OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 24, 2004 AS DOCUMENT NUMBER 2004019757, IN DEKALB COUNTY, ILLINOIS;

TOGETHER WITH

OUTLOT "D" IN PARK 88 UNIT 1, BEING A SUBDIVISION OF THAT PART OF THE WEST HALF OF SECTION 25 AND THAT PART OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 24, 2004 AS DOCUMENT NUMBER 2004019757, IN DEKALB COUNTY, ILLINOIS;
EXHIBIT B-1 – LEGAL DESCRIPTION OF OWNER PROPERTIES

TOGETHER WITH

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF LOT 9 IN PARK 88 UNIT 2, PER DOCUMENT NUMBER 2007013086, SAID POINT ALSO BEING THE NORTHERLY RIGHT OF WAY LINE OF FAIRVIEW DRIVE AS DEDICATED PER DOCUMENT NUMBER 2007013086; THEN THE FOLLOWING 4 COURSES ALONG SAID NORTHERLY RIGHT OF WAY LINE: 1) SOUTH 00 DEGREES 15 MINUTES 51 SECONDS WEST, A DISTANCE OF 17.00 FEET; 2) THENCE NORTH 89 DEGREES 44 MINUTES 09 SECONDS WEST, A DISTANCE OF 929.31 FEET; 3) THENCE NORTH 00 DEGREES 15 MINUTES 51 SECONDS EAST, A DISTANCE OF 7.00 FEET; 4) THENCE NORTH 89 DEGREES 44 MINUTES 09 SECONDS WEST, A DISTANCE OF 428.42 FEET TO THE EASTERLY RIGHT OF WAY LINE OF MACOM DRIVE AS DEDICATED PER DOCUMENT NUMBER 2004019767; THEN THE FOLLOWING 7 COURSES ALONG THE EASTERLY AND SOUTHERLY RIGHT OF WAY OF SAID MACOM DRIVE: 1) NORTH 00 DEGREES 15 MINUTES 51 SECONDS EAST, A DISTANCE OF 10.00 FEET; 2) THENCE NORTH 44 DEGREES 52 MINUTES 15 SECONDS WEST, A DISTANCE OF 59.34 FEET; 3) THENCE NORTH 00 DEGREES 01 MINUTES 17 SECONDS WEST, A DISTANCE OF 149.17 FEET; 4) THENCE NORTH 00 DEGREES 50 MINUTES 07 SECONDS WEST, A DISTANCE OF 465.95 FEET; 5) THENCE NORTH 00 DEGREES 01 MINUTES 17 SECONDS WEST, A DISTANCE OF 697.35 FEET TO A POINT OF CURVATURE; 6) THENCE NORTHEASTERLY, 744.72 FEET ALONG A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 471.50 FEET, CHORD DISTANCE OF 669.69 FEET AND BEARING NORTH 45 DEGREES 13 MINUTES 38 SECONDS EAST TO A POINT OF TANGENCY; 7) THENCE SOUTH 89 DEGREES 31 MINUTES 26 SECONDS EAST, A DISTANCE OF 1200.89 FEET TO THE NORTHWEST CORNER OF LOT 11 IN PARK 88 UNIT 3, PER DOCUMENT NUMBER 2010007689; THENCE SOUTH 00 DEGREES 28 MINUTES 34 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 11, A DISTANCE OF 690.00 FEET TO NORTHEAST CORNER OF LOT 9 IN PARK 88 UNIT 2, PER DOCUMENT NUMBER 2007013086; THENCE NORTH 89 DEGREES 31 MINUTES 26 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 9, A DISTANCE OF 830.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 9; THENCE SOUTH 00 DEGREES 28 MINUTES 34 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 9, A DISTANCE OF 1135.51 FEET TO THE POINT OF BEGINNING; ALL IN DEKALB COUNTY, ILLINOIS;

TOGETHER WITH

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF LOT 12 IN PARK 88 UNIT 4, PER DOCUMENT NUMBER 2015008354, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT OF WAY LINE OF FAIRVIEW DRIVE AS DEDICATED PER DOCUMENT NUMBER 2015008354; THENCE NORTH 00 DEGREES 28 MINUTES 34 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 12, A DISTANCE OF 1799.23 FEET; THENCE CONTINUING ON SAID EAST LINE NORTH 45 DEGREES 28 MINUTES 34 SECONDS EAST, A DISTANCE OF 28.99 FEET TO THE NORTHEAST CORNER OF SAID LOT 12, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF MACOM DRIVE AS DEDICATED PER DOCUMENT NUMBER 2004019757; THENCE THE FOLLOWING 4 COURSES ALONG SAID SOUTHERLY RIGHT OF WAY LINE: 1) SOUTH 89 DEGREES 31 MINUTES 26 SECONDS EAST, A DISTANCE OF 447.11 FEET; 2) THENCE SOUTH 87 DEGREES 53 MINUTES 15 SECONDS EAST, A DISTANCE OF 377.17 FEET; 3) THENCE SOUTH 89 DEGREES 44 MINUTES 23 SECONDS EAST, A DISTANCE OF 166.49 FEET; 4) THENCE SOUTH 89 DEGREES 41 MINUTES 52 SECONDS EAST, A DISTANCE OF 16.77 FEET TO A LINE 92.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE WEST HALF OF SECTION 25; THENCE SOUTH 00 DEGREES 26 MINUTES 25 SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 1890.53 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF FAIRVIEW DRIVE; THENCE THE FOLLOWING 10 COURSES ALONG SAID NORTHERLY RIGHT OF WAY LINE: 1) NORTH 89 DEGREES 30 MINUTES 26 SECONDS WEST, A DISTANCE OF 607.26 FEET; 2) THENCE NORTH 00 DEGREES 29 MINUTES 34 SECONDS EAST, A DISTANCE OF 7.00 FEET; 3) THENCE NORTH 89 DEGREES 30 MINUTES 26 SECONDS WEST, A DISTANCE OF 60.00 FEET; 4) THENCE NORTH 00 DEGREES 29 MINUTES 34 SECONDS EAST, A DISTANCE OF 10.00 FEET; 5) THENCE NORTH 89 DEGREES 30 MINUTES 26 SECONDS WEST, A DISTANCE OF 200.00 FEET; 6) THENCE SOUTH 00 DEGREES 29 MINUTES 34 SECONDS WEST, A DISTANCE OF 10.00 FEET; 7) THENCE NORTH 89 DEGREES 30 MINUTES 26 SECONDS WEST, A DISTANCE OF 100.00 FEET; 8) THENCE SOUTH 00 DEGREES 29 MINUTES 34 SECONDS WEST, A DISTANCE OF 7.00 FEET; 9) THENCE NORTH 89 DEGREES 30 MINUTES 26 SECONDS WEST, A DISTANCE OF 60.88 FEET; 10) THENCE NORTH 00 DEGREES 29 MINUTES 34 SECONDS EAST, A DISTANCE OF 17.00 FEET TO THE POINT OF BEGINNING; ALL IN DEKALB COUNTY, ILLINOIS.
EXHIBIT B–1 — LEGAL DESCRIPTION OF OWNER PROPERTIES

TOGETHER WITH

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 24, AND THAT PART OF THE WEST HALF OF SECTION 25, ALL IN TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF LOT 6 IN PARK 88 UNIT 1, PER DOCUMENT NUMBER 2004019757, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT OF WAY LINE OF MACOM DRIVE AS DEDICATED PER DOCUMENT NUMBER 2004019757; THENCE NORTH 00 DEGREES 22 MINUTES 56 SECONDS EAST ALONG THE EAST LINES OF LOTS 6 AND 7 IN SAID PARK 88 UNIT 1, A DISTANCE OF 1594.38 FEET TO THE NORTHEAST CORNER OF SAID LOT 7; THENCE NORTH 89 DEGREES 31 MINUTES 26 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 906.89 FEET TO THE NORTHEAST CORNER OF SAID LOT 7, SAID POINT ALSO LYING ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 25; THENCE NORTH 00 DEGREES 19 MINUTES 28 SECONDS EAST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 25, A DISTANCE OF 651.28 FEET TO THE LIMITS OF LINCOLN INDUSTRIAL PARK SUBDIVISION PER DOCUMENT NUMBER 387022; THENCE THE FOLLOWING 4 COURSES ALONG THE LIMITS OF SAID LINCOLN INDUSTRIAL PARK SUBDIVISION: 1) SOUTH 89 DEGREES 47 MINUTES 54 SECONDS EAST, A DISTANCE OF 906.22 FEET; 2) THENCE NORTH 00 DEGREES 22 MINUTES 56 SECONDS EAST, A DISTANCE OF 1084.85 FEET; 3) THENCE SOUTH 76 DEGREES 47 MINUTES 54 SECONDS EAST, A DISTANCE OF 124.01 FEET; 4) THENCE SOUTH 02 DEGREES 07 MINUTES 30 SECONDS WEST ALONG SAID LIMITS AND SAID LIMITS EXTENDED SOUTHERLY, A DISTANCE OF 364.47 FEET; THENCE SOUTH 82 DEGREES 38 MINUTES 50 SECONDS EAST, A DISTANCE OF 298.72 FEET; THENCE NORTH 00 DEGREES 22 MINUTES 56 SECONDS EAST, A DISTANCE OF 99.66 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 01 SECONDS EAST, A DISTANCE OF 580.57 FEET; THENCE NORTH 10 DEGREES 57 MINUTES 09 SECONDS EAST, A DISTANCE OF 135.69 FEET; THENCE SOUTH 75 DEGREES 36 MINUTES 07 SECONDS EAST, A DISTANCE OF 186.65 FEET; THENCE NORTH 14 DEGREES 23 MINUTES 51 SECONDS EAST, A DISTANCE OF 221.01 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 38 (LINCOLN HIGHWAY); THENCE THE FOLLOWING 2 COURSES ALONG SAID SOUTHERLY RIGHT OF WAY LINE; 1) SOUTH 70 DEGREES 47 MINUTES 28 SECONDS EAST, A DISTANCE OF 22.58 FEET; 2) THENCE SOUTH 74 DEGREES 56 MINUTES 50 SECONDS EAST, A DISTANCE OF 235.57 FEET; THENCE SOUTH 00 DEGREES 31 MINUTES 01 SECONDS WEST, A DISTANCE OF 89.61 FEET; THENCE SOUTH 75 DEGREES 40 MINUTES 15 SECONDS EAST, A DISTANCE OF 137.90 FEET TO A LINE 92.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 24; THENCE SOUTH 00 DEGREES 16 MINUTES 41 SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 111.10 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 00 DEGREES 26 MINUTES 26 SECONDS WEST ALONG A LINE 92.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID WEST HALF OF SECTION 25, A DISTANCE OF 3356.80 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF MACOM DRIVE AS DEDICATED PER DOCUMENT NUMBER 2004019757; THENCE THE FOLLOWING 3 COURSES ALONG SAID NORTHERLY RIGHT OF WAY LINE: 1) NORTH 89 DEGREES 31 MINUTES 26 SECONDS WEST, A DISTANCE OF 17.05 FEET; 2) THENCE SOUTH 88 DEGREES 50 MINUTES 22 SECONDS WEST, A DISTANCE OF 542.72 FEET; 3) THENCE NORTH 89 DEGREES 31 MINUTES 26 SECONDS WEST, A DISTANCE OF 1067.58 FEET TO THE POINT OF BEGINNING; ALL IN DEKALB COUNTY, ILLINOIS.

TOGETHER WITH

LOT 4 IN PARK 88 UNIT 1, BEING A SUBDIVISION OF THAT PART OF THE WEST HALF OF SECTION 25 AND THAT PART OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 24, 2004 AS DOCUMENT NUMBER 2004019757, IN DEKALB COUNTY, ILLINOIS;

***THIS PARCEL IS TO BE CONVEYED TO THE CITY OF DEKALB ONCE DEVELOPMENT AGREEMENT IS ADOPTED***
Exhibit B-2

Depiction of Owner Properties
Exhibit C
Development Standards

I. General:

A. Any improvements, modifications, additions or demolitions of any kind performed on any of the Property within the business park must be designed and constructed according to the Uniform Development Ordinance of the City of DeKalb, IL., except as amended herein:

II. Permitted Land Uses:

A. The following land uses and developments are permitted by right anywhere on the site:

1. Accessory Uses;
2. Advertising agencies, commercial graphics and drafting services;
3. Laboratories and ancillary uses (in enclosed structures) for research and development including, but not limited to:
   a. Engineering and testing laboratories;
   b. Medical and dental research laboratories;
   c. Agricultural research laboratories. (Conduct of animal, plant or other biological and genetic research activities outdoors is prohibited);
4. Manufacturing, including, but not limited to, electronic, scientific and precision instruments manufacture and repair, experimental product development and plastic products design and assembly, cloth products manufacture, light machinery production and assembly, printing and publishing; but not including those uses which may be obnoxious or offensive by reason of emission of toxic or hazardous substances, odor, noise, dust, smoke, or gas;
5. Offices, excluding medical and dental offices or clinics providing patient diagnostics and/or treatment;
6. Pilot plants in which processes planned for use in production elsewhere can be treated to the extent reasonably necessary for full investigation of the merits of a product or process including commercial viability;
7. Production of prototype products when limited to the scale reasonably necessary for full investigation of the merits of a product, including commercial viability;
8. Retail activities, but only where it is incidental or secondary to a principal building containing forty thousand (40,000) or more square feet of gross floor area. One (1) or more uses hereinafter set forth may be operated as accessory uses if each such use meets the following conditions: (1) is provided for the convenience of the owner and/or tenants, (2) does not have exterior signs of any type, (3) does not have separate outside entrance facing any street and (4) is not evident from any street:
   a. Blueprinting and reprographic establishments;
   b. Book and stationery store;
   c. Barbershop, or beauty parlor;
   d. Camera and photographic supply shops;
   e. Candy, ice cream, deli, and sandwich shops;
   f. Drug stores;
   g. Gift shops and newsstands;
h. Office supply store;
  i. Optician, optometrist;
  j. Parcel delivery station of not more than two-hundred fifty (250) square feet;
  k. Photographic development and processing;
  l. Postal substations and telegraph office;
  m. Typewriter, computer and office machine sales and drop-off repair service;
  n. Valet shop, cleaning pick-up and drop-off only (no plant on premises).
9. Warehousing and distribution facilities, including motor freight terminals;
10. Any use whose primary purpose includes the light manufacturing, fabricating, assembly, disassembly, processing or treatment of goods and products, including but not limited to:
    a. appliances, small motors;
    b. books, printed materials;
    c. clothing and textiles;
    d. drugs;
    e. electrical components;
    f. glass and ceramics;
    g. paper and paper products;
    h. plastic and fiberglass;
    i. sheet metal;
    j. tools;
    k. wood assembly and finishing;
11. Building-contractors office;
12. Cartage and express facilities;
13. Dwelling unit (one only) only when used by the caretakers and their families, who own or are employed in the allowable commercial or industrial use of the premises, and which may be located on the ground floor;
14. Fruit, Vegetable and grain processing, packaging, and storage;
15. Ice processing, sales and storage;
16. Lumberyards;
17. Machinery sales, service and storage;
18. Machine shops;
19. Motor and rail freight terminals;
20. Newspaper offices;
21. Plating establishments;
22. Plumbing and heating service and equipment stores;
23. Printing and publishing establishments, duplicating services;
24. Public buildings used by any department of the City, School District (except school buildings), Township, Park District, County, State, and Federal governments;
25. Research laboratories and facilities;
26. Showrooms and retail outlets associated with warehouse or manufacturing facilities where the showroom or retail portion does not exceed thirty (30) percent of the total floor area;
27. Sign shops;
28. Tool and dye shops;
29. Union halls, hiring halls, and trade association offices/meeting rooms;
30. Warehouse and wholesale establishments, distribution centers;
31. Welding;
32. Any use whose primary purpose includes the heavy manufacturing, fabrication, assembly (does not include disassembly), processing or treatment of goods and services, including but not limited to:
   a. boats,
   b. construction equipment,
   c. containers and storage units,
   d. motor vehicles and engines,
   e. paints, inks,
   f. stoneware, earthware;
33. Railroad switching yards;
34. Radio television and recording studios

B. The following additional uses are allowed only in an area located within (400) feet of the Lincoln Avenue right-of-way, provided however that stores that sell used or rented goods are prohibited:

1. Hotels and motels, including conference centers, meeting and dining facilities
2. Automobile, truck and recreational vehicle sales, boat and marine sales, and farm equipment sales, where a majority of units sold are new
3. Day care centers;
4. Drop-off cleaning establishments and laundries;
5. Banks and Savings and Loans;
6. Offices and office buildings for accountants, bookkeepers, architects, engineers, planners, financial consultants, income tax preparers, insurance salespersons, lawyers, real estate salespersons, real estate brokers, real estate appraisers, and other similar type offices;
7. Service facilities including barber shops and beauty shops; copying and duplicating services; artists' studios; photographers; locksmith; shoe repair; tailors; music and dance instruction studios; typing and stenography services; suntan parlors; travel agencies and ticketing offices; and other similar type uses.
8. Specialty shops including antique shops; art and school supplies; bookstores; camera shops, including film developing; card and stationery shops; candy shops; florists; newspaper and magazine stores; gift and novelty shops; jewelry stores; pet shops; record shops; hobby shops; and other similar type uses;
9. Video sales and rental stores;
10. Drug stores;
11. Food stores and grocery stores; convenience stores (excluding sale of motor fuel on the premises); meat markets and bakeries;
12. Medical and dental offices;
13. Automobile parts and accessory stores;
14. Clothing and shoe stores;
15. Department and variety stores;
16. Furniture stores;
17. Hardware stores, including carpet, paint and wallpaper stores
18. Office supply stores;
19. Pet supply stores and animal grooming;
20. Radio and television stores, sales and service;
21. Recreation centers, health clubs, athletic clubs, and fitness centers;
22. Professional or technical training schools;
23. Sporting goods stores;
24. Toy Stores;
25. Micro-Distillery;
26. Distillery;
27. Offices

III. Setbacks:

A. Building and parking setbacks from property lines adjacent to street rights of way shall be a minimum of thirty feet (30'). Parking setbacks from property lines adjacent to Commonwealth Edison rights of way shall be a minimum of ten feet (10'). Building setbacks from property lines adjacent to Commonwealth Edison rights of way shall be a minimum of thirty feet (30'). Building setbacks from property lines not adjacent to a right of way shall be a minimum of twenty feet (20'). Parking setbacks from property lines not adjacent to a right of way shall be a minimum of five feet (5'), except for driveways where cross-access between adjacent lots has been authorized by the City. The minimum building setbacks shall be adjusted in accordance with the provisions of paragraph IV A below.

IV. Maximum Building Height:

A. The maximum height of any building or appurtenance thereto or any structure is one-hundred feet (100'), provided that for any structure or building exceeding sixty feet (60') in height, the required setback shall be increased by one foot for every foot that the building exceeds sixty feet (60') in height.

V. Building Architecture/ Materials:

A. General: The purpose of the Architectural Guidelines is to produce an orderly and aesthetically pleasing development of high quality architecture in harmony with the environment, consistent with the theme of the business park, and consistent with the intended use of the buildings.

B. Design Compatibility: An overall continuity will be achieved by use of similar or compatible materials, colors and textures. Within developments comprised of two or more structures, heights, massing and form articulation should be of similar character. Buildings should be responsive to the Illinois climate and indigenous landscape. Colors used on buildings should complement the business park’s development scheme. Buildings shall exhibit diversity and individuality in style while maintaining a comprehensive campus like environment through the use on all buildings of similar signage, exterior lighting components, and landscape material.

C. Elevations: All elevations of a structure shall be constructed of the same material. This is not to require that glass features or other entry area highlights be added to the back of a building. This is however, to require that if the front elevation of a building is constructed with
smooth precast with cast-in reveals, then the other three elevations shall be constructed with smooth precast with cast-in reveals (except as provided below for walls enclosing a freezer/cooler space or a wall specifically designed as an expansion wall). Main entrances to the buildings shall be well defined. Service doors shall be integrated into the overall design of the building. Stains or elevators required for multi-story facilities shall be contained inside the facilities. Elevations along Peace Road and Lincoln Highway shall incorporate relief and changes in color and materials to avoid monotony.

D. Materials: Precast/Site Cast: All precast or site cast concrete wall panels shall have a smooth exterior finish with cast-in reveals. All concrete wall panels shall be stained or painted.

E. Highlights: The following materials shall be allowed as highlight material for entry areas or other architecturally significant areas of a structure:

- EIFS
- Standing Seam Metal
- Architectural Metal Panels
- Glass
- Block/Brick/Stone (Brick shall be utility size and of high quality and low moisture absorbing. Block shall be allowed only as a highlight base material and shall be of a high quality and low moisture absorbing and shall have a smooth or rough-cut limestone appearance.)

F. Prohibited Materials: The following materials are prohibited on the exterior of any structure:

- "Ribbed" or "raked" precast panels
- "Double T" precast panels
- EIFS in any location lower than five (5) feet above grade.
- Standard concrete block.
- Wood
- Ceramic Tile
- Quarry Tile
- Metal wall panels (other than the exterior wall of a freezer/cooler space within a structure (or a wall specifically designed as an expansion wall)
- Asphalt shingles.

VI. Site Paving:

A. Entrance Aprons: Entrance aprons shall include a depressed curb and gutter (or a curb and gutter which has had the back of the curb removed via sawing) and at least fifteen (15) feet of concrete.

B. Asphalt Pavement: All areas designed exclusively for automobile traffic will be paved with not less than three (3) inches of asphalt (in two lifts) placed over no less than eight (8) inches of compacted CA-6. All areas designed for truck traffic will be paved with no less than four (4) inches of asphalt (in two lifts) placed over no less than ten (10) inches of compacted
CA-6. All asphalt paved areas shall be graded to slope at least 1.0% for drainage purposes. A 6" non-reinforced slab installed over a 4" aggregate base may be substituted for heavy duty paving and the truck apron (required below).

C. Truck Docks: All facilities shall be designed and constructed to provide adequate maneuvering on-site without the need to maneuver on the street to access any truck docks located on that site. All exterior truck docks shall have a concrete apron at least seventy (60) feet adjacent to the dock wall.

D. Curbing: All paved areas (asphalt and concrete) shall be bounded by a concrete curb. All landscape areas shall be separated from paved areas with a concrete curb. Where bio-swales or overland flood routes or snow clearing areas are used, breaks in curbs shall be allowed to collect and route water into swales.

VII. Signage:

A. General: The purpose of the signage requirements is to provide an attractive, coordinated, and logical signage program for the Property.

B. Building Monument/Ground Signs: A building monument/ground sign of up to (75) square feet per side shall be allowed for each building, with each sign not to exceed ten feet (12') in overall height. Sign square footage shall not include any sign base four feet or less in height provided there is no sign copy (other than the address not exceeding six inch high lettering) in the sign base. The sign base shall be included in the calculation of sign height. If a building has automobile and/or truck entry points on more than one street, or the building is over four hundred (400) feet in length measured parallel to the adjacent roadway, it will be allowed two monument signs; in either case, the signs must be able to be placed at least three hundred (300) feet apart measured along the adjacent roadway and must be placed at access points to the site. Lighting of monument signs will be per the Site Lighting section herein. Building Monument/Ground signs shall be set back from the property line not less than two feet (2') and not in a 25' clear sight triangle. The clear sight triangle shall be measured as the triangle formed by drawing a line between a point on the property line that is 25' from the driveway and a point 25' from the property line extending into the property along the curb line.

C. Address Feature: Each tenant in a building will be allowed one wall-mounted address feature of no more than (60) square feet. If a building has automobile and/or truck entry points on more than one street, or the building is over four hundred (400) feet in length measured parallel to the adjacent roadway it will be allowed two address features; in either case, the address features must be able to be placed at least three hundred (300) feet apart measured along the adjacent roadway. Lighting of address features will be per the Site Lighting section herein.

D. Wall Signs: Wall signs shall be individual letters or logos pin-mounted to the wall. Each tenant having an individual entrance in a building will be allowed one wall sign of up to (300) square feet, provided the height of any sign feature may not exceed ten feet (10'). Commercial tenants located within (400) feet of Lincoln Highway shall comply with the requirements of the Unified Development Ordinance. Commercial tenants located in buildings within (400) feet of
Lincoln Highway shall be permitted one square feet of wall signage for every one linear feet of building frontage. Lighting of wall signs will be per the Site Lighting section herein.

E. Directional Signs: Directional signs not exceeding fifteen square feet and six feet in height shall be permitted where it is necessary to direct motorists in locations per the approved site plans.

F. Pole Mounted Signs: Pole mounted signs are prohibited.

VIII. Landscaping:

A. General: The purpose of the Landscaping requirements is to provide a visually attractive, functional and coordinated environment that is reasonable to maintain and relatively tolerant or resistant to disease. Each site shall, at a minimum, conform to all requirements of the City of DeKalb Uniform Development Ordinances, except as amended herein. The Park 88 Landscape Standards are graphically depicted in the following drawing sheets 1 – 4 dated 1-15-2018 as prepared by Jacob & Hefner Associates.

B. Irrigation: Lawn areas and foundation landscaping adjacent to tenant office entrances shall be irrigated.

C. Building and Parking Setback Yards: Except as provided below in Paragraphs D and, E, front, side and rear yards adjoining any street or Commonwealth Edison right-of-way shall have a minimum of one (1) deciduous shade tree of minimum two and a half inch (2-1/2") trunk diameter measured twelve inches (12") above the ground, or one evergreen tree minimum height six feet (6'), for each sixty feet (60') of public ROW frontage. Strategic grouping of trees is encouraged (as opposed to even spacing of trees).

D. Truck dock screening along Commonwealth Edison and Fairview rights-of-way: Projects that include truck parking, maneuvering or loading immediately adjacent the Commonwealth Edison right-of-way along Peace Road and Fairview must provide a landscaped berm in the required parking lot setback area. Plantings shall include an appropriate mix of evergreen and deciduous trees, shrubs and perennials.

E. Northwest corner of Fairview and Peace: Project Identification signage and/or landscaped design features are required at this location and shall be completed as part of any development of Lot 13.

F. Miscellaneous Plantings: Landscaped yard areas along walls not having truck dock loading facilities shall have additional shrub or perennial plantings at a ratio of one (1) shrub or perennial for every twenty feet (20') of wall.

G. Berms: Earth berms shall be incorporated wherever practical to screen truck parking and loading areas. Berms should undulate in height and should generally not exceed a slope of three to one.
H. **Lawn Areas:** All areas which are not improved with building or paving, or planted with landscape material may be seeded or sodded in the building and parking lot setback area, and sodded within one hundred feet (100') of main building entrances. Other areas may be seeded.

I. **Parking Lot Islands:** Automobile parking lots shall include a tree island, 9' x 18' in size for every forty thirty (40) parking spots in a continuous row. Automobile parking shall not be placed directly against any building, but shall respect the “Foundation Yards” provided below. Each 9'x18' island shall be planted with one (1) 2.5” caliper deciduous shade tree.

J. **Retaining Wall/Terracing:** Where it is necessary to utilize retaining walls to transition grade, no individual wall shall exceed six (6) feet in height. If a transition of greater height is required multiple walls shall be used and terraced with a minimum horizontal offset between walls of six (6) feet. Walls shall be built using integrally colored split face concrete modular units.

**IX. Foundation Yards:**

A. **General:** All buildings constructed on the Property will maintain the following minimum foundation landscape yards:

1. Ten feet (10') along any building elevation that is parallel to a street or Commonwealth Edison right-of-way, except truck dock areas.
2. 5' at all side and rear elevations that are not parallel to a street or Commonwealth Edison right-of-way, except truck dock areas

**X. Exterior Lighting:**

A. **Site Lighting:** Site lighting shall be designed and installed to provide a safe, functional, attractive, and coordinated exterior environment and to minimize the amount of glare visible from, and light spillage onto neighboring properties.

- All exterior fixtures shall be mounted on the building or on clear anodized, tapered, aluminum poles. Poles shall not exceed (35) feet in height.
- Fixtures shall be prefinished aluminum and shall use high pressure sodium bulbs with a maximum wattage of (400), or, alternatively, LED bulbs with a similar light output, and shall be “Dark Sky” compliant.
- Fixtures mounted on buildings shall not exceed (35) feet in height.
- Fixtures used near exit doors shall be “dark sky” compliant and shall use high pressure sodium bulbs with a maximum wattage of (150), or, alternatively, LED bulbs with a similar light output.
- Bollards shall be prefinished aluminum and shall use bulbs with a maximum wattage of (60) watts.
- Ground mounted monument sign lighting shall use bulbs with a maximum wattage of (150) watts.
- Building mounted sign lighting shall be accomplished by backlighting and/or internal lighting.
- Flag pole lighting, ground mounted building accent lighting, “up lighting” of landscape, and security lighting shall comply with local ordinances.
XI. Screening:

A. General: Great care should be taken to locate pipes, flues and hoods out of view from the adjacent roads.

B. Mechanical and Utility Equipment: All ground mounted mechanical or electrical equipment and all office roof top mechanical equipment visible from the adjacent property line shall be screened from view. Equipment required to be screened shall be accomplished by utilizing one or more of the following methods:

- Landscaping
- Architectural metal panels mounted horizontally, with a baked-on enamel finish to match the building color.
- EIFS designed to match the building panels.
- Precast
- Parapet walls
- Opaque glass
- Proprietary integrated equipment screens.
- By virtue of building height and equipment set-backs from building perimeter (so that roof-top mounted equipment is not visible from adjacent property lines).

C. Communications Equipment: Rooftop radio, TV, microwave, and other antennas that are accessory to a permitted use may be used and will not require screening, provided they are placed on the roof top of buildings. Ground mounted communications equipment that is accessory to a permitted use is allowed and shall not require screening, provided they are not placed in yards between an adjoining right-of-way and a building line.

D. Loading Docks and Truck and Trailer Parking Facilities: All loading docks and truck and trailer parking facilities shall be set back at least one hundred feet (100') from any public right-of-way. Loading docks and truck and trailer parking facilities visible from adjacent right-of-ways shall be screened through the use landscaped rolling earth berms pursuant to Section VIII above.

E. Trash Containers/Dumpsters: Trash containers/dumpsters located away from buildings shall be provided and screened through the use of landscaped masonry enclosures at least eight feet (8') in height. Trash containers/dumpsters located at dock positions will not require screening other than that required for the docks.

XII. Outdoor Storage:

A. General: It is required that all activity such as processing, manufacturing, or assembling takes place within a fully enclosed building.

XIII. Fencing:

A. General: Where it is necessary to use fencing the following requirements shall apply:
B. Front Yards, Corner Side Yards, and Rear Yards Adjoining Right-of-Way: Fencing running parallel to front, corner side and rear yards adjoining rights-of-way shall be located no closer to the right-of-way than ten feet (10') and in no instance in any easement. Fence material shall be aluminum (wrought iron look) and shall be powder coated black. Maximum height shall be eight (8) feet.

C. Side/Rear Yards: Fencing shall be located on the property line. Fence material shall be aluminum (wrought iron look) powder coated black, or chain link with black vinyl coating. Maximum height shall be eight (8) feet.

XIV. Exterior Stairs/Railings:

A. General: Exterior stairs, railings, and landings shall be constructed of steel or brushed aluminum or painted aluminum with a baked-on finish.

XV. Examples of Compliant Buildings:

3M – 978,120 SF
Park 88
1650 Macom Drive, DeKalb, IL
3M – 650,760 SF
Park 88
1250 Macom Drive, DeKalb, IL

3M – 410,400 SF
Park 88
1211 Fairview Drive, DeKalb, IL
LOT 4 IN PARK 88 UNIT 1, BEING A SUBDIVISION OF THAT PART OF THE WEST HALF OF SECTION 25 AND THAT PART OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 24, 2004 AS DOCUMENT NUMBER 2004019757, IN DEKALB COUNTY, ILLINOIS;

***THIS PARCEL IS TO BE CONVEYED TO THE CITY OF DEKALB ONCE DEVELOPMENT AGREEMENT IS ADOPTED***
Professional Fee Reimbursement Agreement

This Professional Fee Reimbursement Agreement ("Agreement") is entered into as of the 22nd day of June, 2015, between the City of DeKalb ("the City"), whose address is 200 S. Fourth Street, DeKalb, Illinois, and Park 88 Group, LLC ("Applicant"), whose address is 9500 Bryn Mawr, Suite 340, Rosemont, IL 60018, ATTN: Mark Goode, with the City and the Applicant hereafter being referred to as "the Parties".

WHEREAS, the Applicant has filed with the City a certain request for review ("Request") in the form of a:
  o Plat of Subdivision
  o Site Plan Review Request
  o Other (specify): Plans associated with the review and approval of the proposed 3M expansion at 1650 Macom Drive, DeKalb, Illinois

and;

WHEREAS, the Request filed by Applicant contemplates the development as described above, more fully described on the Request, which shall hereafter be referred to as "the Project".

WHEREAS, Applicant desires that the City, by and through its staff and professional consultants including but not limited to engineers, surveyors, planners and other consultants as the City shall deem necessary ("Professional Consultants"), review the Request and Project and evaluate them for conformity with the City’s Codes and Ordinances; and,

WHEREAS, if approved, Applicant wishes to construct the Project and understands that the City may use Professional Consultants to review the Project and the construction thereof to ensure conformity with any applicable permits, permissions, restrictions, codes, ordinances or other regulations; and,

WHEREAS, the Applicant recognizes that the City requires the Applicant to bear the cost of the Professional Consultants review of the Request and the Project pursuant to the terms and conditions of this Agreement; and,

WHEREAS, the Applicant wishes to benefit from the review of the Request and Project by the Professional Consultants in order to enable the Applicant to seek permission to construct the Project in accordance with applicable codes and regulations; and,

WHEREAS, it is the intent of the Applicant and the City to have the Applicant bear the expense of Professional Consultants utilized by the City relative to the Request and the Project;

NOW THEREFORE, in consideration of the City’s agreement to utilize Professional Consultants to review the Request and Project and provide a summary of the results of
such Professional Consultants’ review to the Applicant, and for other good and adequate consideration, the sufficiency of which is hereby acknowledged by the Parties, IT IS HEREBY AGREED AS FOLLOWS:

1. Incorporation of Recitals: The recitals to this agreement are incorporated by reference as if fully stated herein.

2. Professional Fee Reimbursement: The Applicant hereby agrees to reimburse, indemnify and hold harmless the City from any and all fees, charges, expenses or costs associated with the review and ongoing administration of the Request or the Project by the Professional Consultants (“Fees”). For purposes of this Agreement, Fees shall also include any legal expenses, costs, interest or other additional costs or penalties of any kind which the City or the Professional Consultants incur as a result of Applicant’s failure to maintain sufficient funding in the Escrow Account. Applicant acknowledges that the selection of the Professional Consultants to be utilized hereunder shall be at the City’s sole and absolute discretion.

Customarily, the City would charge an engineering review fee equivalent to 3.5% of the Engineer’s Estimate of Probable Costs. The Parties agree that in this instance, the City shall not charge this fee. In lieu of charging this fee, the City shall charge the Applicant Fees under this Agreement. These fees shall be charged on an hourly basis, and shall be utilized to pay for civil engineering site plan review, civil engineering inspections and construction supervision (e.g. field tile inspection), and zoning/planning/design review associated with the Request. With regard to civil engineering plan review, inspections and construction supervision, the Parties acknowledge that such inspections may be performed by either City personnel or by a Professional Consultant. Where the City performs any such services with its personnel, the expenses associated with such services shall be billed to Applicant at the same rate as that utilized by the City’s Professional Consultant.

Customarily, the City would also charge building permit fees associated with the cost of having building consultants perform review of the building plans, and the cost of conducting inspections of building components (e.g. plumbing inspections, electrical inspections, etc.) during construction, with such services being performed by building consultants and not by civil engineers. The City shall charge such building permit fees relative to the Request, and the City’s costs in performing such non-civil engineering building plan/inspection services shall not be chargeable to Applicant under this Agreement.

The City shall also be entitled to collect a 3% administration fee, calculated based on the Expedited Plan Review and Engineering Fees reimbursed herein, and charged to the Applicant (i.e. if the City’s Fees for civil engineering are $10,000, the City shall be entitled to collect a $300 administration fee in addition to the base Fees).

3. Escrow Account to be Established: The Applicant hereby agrees to submit to the City the sum of $85,000.00, which shall be held by the City separately in an escrow
account for the payment of Fees. The City shall provide the Applicant with a copy of any invoice to be paid out of the escrow account within thirty (30) days of its receipt. The Applicant shall be responsible for providing additional funding to maintain the funding in the escrow account at the amount prescribed above for the duration of the evaluation of the Request and the construction of the Project. The Applicant expressly acknowledges that the failure of the Applicant to maintain the escrow account at the prescribed level shall constitute grounds for the City to discontinue review of the Request or Project, refuse to issue permits or permissions for the Project, revoke existing permits or permissions for the Project, and/or issue stop work orders on the Project, in the City’s sole and absolute discretion.

4. Expenses Not Subject to this Agreement: The escrow account established by this Agreement shall not be used for payment of building permit fees as more fully described in Section 2 above.

5. Termination of Escrow: Within a reasonable time after completion of the Project or termination of the Request, the City shall deduct from the funds in the escrow account an amount sufficient to compensate all Professional Consultants for services rendered. In the event the amount in the escrow account is insufficient to cover such expenses, Applicant shall be responsible for forwarding payment of any expenses not funded by the escrow account to the City within thirty (30) days of receipt of a notice from the City of the amount due. In the event the Applicant fails to forward payment within that timeframe, the City may choose from any combination of the following remedies: 1) revoke any permits or permissions issued for the Project or any other project involving the Applicant until all amounts due are satisfied and/or issue one or more stop work orders on the Project or any other projects involving the Applicant until all amounts due are satisfied; 2) refuse to consider any new Request or Project from the Applicant, or any new Request or Project pertaining to the Property which was the subject of the original Request until all amounts due are satisfied; 3) file suit in a court of competent jurisdiction under this Agreement or otherwise pursue collection of the amount claimed as due; 4) file a lien on any property relating to the Request or Project; or, 5) pursue any other remedy in law or equity which the City shall deem appropriate.

6. Term. This Agreement shall remain in place and effective until one year after the full and final satisfaction of any obligation of the Applicant hereunder, with such date being not earlier than one year after the conclusion of the Project or one year after the withdrawal of the Request by the Applicant, or such earlier date as the City shall deem appropriate.

7. Enforceability and Severability. This Agreement shall be enforceable by any party hereto by any appropriate action at law or in equity to secure the performance of the covenants herein contained. If any provision of this Agreement is held invalid, such provision shall be deemed to be excised from and the invalidity thereof shall not affect any of the other provisions contained herein.
   A. Any notice of demand hereunder from either party to the other shall be in writing and shall be deemed duly served if mailed by prepaid registered or certified mail, return receipt requested, or personally delivered with evidence of receipt addressed as noted in the introduction to this Agreement, or to such address as any party may from time to time designate by notice to the other party.
   B. This Agreement may be executed in two or more counterparts, each of which, taken together, shall constitute one and the same instrument.
   C. Applicant shall be required to reimburse all Fees through the City and shall not make or attempt to make any payment directly to any Professional Consultant.
   D. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois.
   E. No provision of this Agreement and no obligation of either party under this Agreement may be waived or amended except by an instrument in writing signed by both parties.
   F. Time is of the essence in the performance of each and every term, condition and covenant of this Agreement.
   G. It is expressly agreed by the Parties that any dispute arising out of this Agreement shall be heard in the courts of the Twenty-Third Judicial Circuit, DeKalb County, Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

City of DeKalb:
BY: [Signature] (Bill Nicklas)
ITS: City Manager

Applicant:
BY: [Signature] R. Schwartz
ITS: Authorized Signatory
Exhibit G

Existing Storm Water Plan
Exhibit H

Intentionally Deleted
Exhibit I - Stormwater Detention Basin Maintenance Standards

Long Term Management Plan

1.0 Overview
The stormwater management basin is designed to temporarily receive and store stormwater runoff from the property. This protects manages flooding of the area and protects downstream water resources during rain events. Basic maintenance is required in order to preserve the aesthetic value and function of the basin on a long-term basis.

2.0 Long Term Management

Maintenance standards are outlined below. Table 1 outlines the recommended maintenance activities and the frequency in which they should be conducted.

<table>
<thead>
<tr>
<th>Task</th>
<th>APR</th>
<th>MAY</th>
<th>JUN</th>
<th>JUL</th>
<th>AUG</th>
<th>SEP</th>
<th>OCT</th>
<th>NOV</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site Assessment</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>Site is assessed in spring to determine any changes or repairs needed.</td>
</tr>
<tr>
<td>Debris Removal</td>
<td>x</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Removal of windblown debris.</td>
</tr>
<tr>
<td>Inlet/Outlet Inspection and Cleaning</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Removal of accumulated sediments in structures. Confirm Normal Water Level (NWL) is being maintained.</td>
</tr>
<tr>
<td>Turf Perimeter Mowing</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>x</td>
<td>x</td>
<td>x</td>
<td>Perimeter should be mown as necessary</td>
</tr>
<tr>
<td>Weed Control</td>
<td>x</td>
<td>x</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Annual weed control in spring and fall. Herbicide application; only if necessary</td>
</tr>
</tbody>
</table>
3.0 Maintenance Standards

**Site Assessment:** A site assessment consists of an on-site inspection to evaluate the condition of the native vegetation, inlets, outlets, and not any erosion problems. The assessment includes a brief report outlining the overall basin condition and any necessary actions (i.e. gully repair, over seeding, etc.).

**Debris Removal:** The removal and legal disposal of wind-blown refuse from the basin areas.

**Inlet/Outlet Cleaning:** Refuse, lawn clippings, and sediment carried by stormwater runoff shall be removed from the flared end sections associated with inlet and outlet storm structures. This work includes the flared end sections located in both ponds.

**Turf Perimeter Mowing:** Turf shall may mowed weekly to a height of 3” from April through November, or as needed. No more than 1/3 of the grass blade is to be removed per cutting. Mowing height may be seasonally adjusted depending upon weather conditions in order to reduce stress and promote healthy turf. Mowing patterns shall be altered on a weekly basis wherever possible.

**Weed Control:** Annual weeds and perennial weeds can be spot sprayed as necessary as determined by annual site assessment.
Exhibit J "Supplemental Declaration of Protective Covenants for Park 88 Business Park" will be recorded separately.
DOCUMENT TYPE: ORDINANCE 2019-052, EXHIBIT J

AUTHORIZING AN AMENDMENT TO THE ANNEXATION AND DEVELOPMENT AGREEMENT FOR PARK 88 TO ACCOMMODATE FUTURE GROWTH, REZONING FROM "SFR1" SINGLE-FAMILY RESIDENTIAL TO "PD-I" PLANNED DEVELOPMENT INDUSTRIAL AND "PD-C" PLANNED DEVELOPMENT COMMERCIAL (PARK 88 GROUP, LLC).

EXHIBIT J – SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS FOR PARK 88 BUSINESS PARK.

DOCUMENT DATE: JULY 22, 2019
Exhibit J

Supplemental Declaration of Protective Covenants for Park 88 Business Park

Document Prepared by and
After Recorded Return to:

O’Rourke, Hogan, Fowler & Dwyer, LLC
10 South LaSalle Street, Suite 3700
Chicago, Illinois 60603
Attention: Howard I. Goldblatt, Esq.

Supplemental Declaration of Protective Covenants for Park 88 Business Park

This Supplemental Declaration of Protective Covenants for Park 88 Business Park ("Supplemental Declaration") is dated as of ______________, 2019 and is made by Park 88 Group, LLC, a Delaware limited liability company ("Developer").

Recitals

A. Developer is the successor to DeKalb Associates, an Illinois general partnership as the "Developer" under that certain Declaration of Protective Covenants for Park 88 Business Park ("Original Declaration") dated as of September 21, 2004 and recorded with the DeKalb County Recorder on September 24, 2004 as Document 2004019754.

B. Section 1.2 of the Original Declaration gives Developer the right to add to the Property Additional Land that is contiguous or in reasonable proximity to the Property by recording a Supplemental Declaration of Protective Covenants for Park 88 Business Park which satisfies the requirements of that section.

C. Developer is the record owner in fee simple of that certain parcel of real property legally described on Exhibit A hereto ("Additional Land"), which Additional Land is contiguous to or in reasonable proximity to the Property and Developer desires to make the Additional Land subject to the terms of the Original Declaration subject to and in accordance with the terms and provisions of this Supplemental Declaration.

Now, therefore, in consideration of the foregoing Recitals (all of which are incorporated into and made a part of this Supplemental Declaration, as if fully set forth herein), Developer hereby covenants and agrees as follows:

1. Defined Terms. Terms that are capitalized but not otherwise defined in this Supplemental Declaration but are defined in the Original Declaration will have the same meaning herein as given to them in the Original Declaration.

2019011529  2/10
2. **Addition of Additional Land.** Developer is the record owner in fee simple of the Additional Land. The Additional Land is contiguous to or in reasonable proximity to the Property. The Additional Land is hereby included in the "Property" and is hereby subject to all of the terms, provisions and conditions of the Original Declaration as if it were included in the definition of "Property" thereunder and a legal description thereof were included on Exhibit A thereto. The term "Property" as used in the Original Declaration is hereby amended to include the Additional Land.

3. **Amendments to the Original Declaration for Additional Land.** Section 1.2 of the Original Declaration permits Developer to specify any of the Protective Covenants to which the Additional Land will not be subject and any of the Protective Covenants to which the Additional Land will be subject in modified form. Consequently, the Original Declaration is hereby modified as follows solely as it affects and encumbers the Additional Land:

   (a) Section 4.11 of the Original Declaration will not apply to the Additional Land. The Additional Property will be subject to that certain Amended and Restated Park 88 Development Agreement dated as of ___/___/2019 and recorded with the Dekalb County Recorder as Document No. 20190112-74 ("Amended Development Agreement"). Each Owner of any portion of the Additional Land will comply with the Amended Development Agreement and no Owner of any portion of the Additional Land will agree to any amendment to or modification of the Amended Development Agreement without the Board's express prior written consent.

   (b) Section 4.13 of the Original Declaration will not apply to the Additional Land.

   (c) Notwithstanding anything in Section 1.11 of the Original Declaration to the contrary, no modification of the terms of this Section 3 will be effective against any portion of the Additional Land without the consent of the Owner thereof.

4. **Reaffirmation of Original Declaration.** To the extent this Supplemental Declaration is deemed an amendment to the Original Declaration, the Original Declaration, as amended by this Supplemental Declaration, shall continue in full force and effect, subject to the terms and provisions thereof and hereof.

   [Signatures on Following Pages]
In Witness Whereof, Developer has caused this Supplemental Declaration to be executed and delivered as of the date first written above.

“Developer”

Park 88 Group, LLC, a Delaware limited liability company

By: ________________________________
Name: Mark Groote
Its: Manager

Acknowledgement

STATE OF Illinois )
COUNTY OF Cook ) ss

I, Daniel J. Polenska, a notary public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY THAT Mark Groote is personally known to me to be the Manager of Park 88 Group, LLC, a Delaware limited liability company; that the aforementioned person is personally known to me to be the same person whose name is subscribed to the foregoing instrument and appeared before me this day in person and severally acknowledged that as such Manager he/she signed and delivered this Supplemental Declaration as his/her free and voluntary act, and as the authorized and free and voluntary act and deed of said company, for the uses and purposes therein set forth.

Given, under my hand and notarial seal this 15th day of August, 2019.

[Seal]

My Commission Expires: 3/14/2021

Notary Public, State of Illinois
My Commission Expires 3/14/2021
Lender's Consent to
Supplemental Declaration of Protective Covenants for Park 88 Business Park

The City of DeKalb, a(n) municipality

("Lender") is the holder of a mortgage lien on all or a portion of the Additional Land. Lender hereby consents to the terms and conditions of the foregoing Supplemental Declaration of Protective Covenants for Park 88 Business Park ("Supplemental Declaration") and agrees that its interest in the Additional Land will be subject and subordinate to the Supplemental Declaration.

Lender:

City of DeKalb

By:

Name: Jerry Smith

Its:

Acknowledgement

STATE OF Illinois.

COUNTY OF DeKalb. ss.

I, Ruth A. Scott, a notary public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY THAT Jerry Smith, personally known to me to be the Mayor of the City of DeKalb, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he/she signed and delivered the said instrument on behalf of Lender, as his/her free and voluntary act, and as the authorized and free and voluntary act and deed of Lender, for the uses and purposes therein set forth.

Given, under my hand and notarial seal this 10th day of December, 2019.

NOTARY PUBLIC

My Commission Expires:

7-24-2022

[SEAL]
Exhibit A

Legal Description of Additional Land
EXHIBIT A
(Legal Description)

THAT PART OF THE WEST HALF OF SECTION 25 AND THAT PART OF SECTION 26, AND THAT PART OF THE SOUTHWEST QUARTER OF SECTION 24, ALL IN TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF OUTLOT A IN PARK 88 UNIT 1, PER DOCUMENT NUMBER 2004019757; THENCE THE FOLLOWING 3 COURSES ALONG THE LIMITS OF SAID PARK 88 UNIT 1: 1) NORTH 00 DEGREES 15 MINUTES 42 SECONDS EAST, A DISTANCE OF 43.94 FEET; 2) THENCE NORTH 24 DEGREES 28 MINUTES 05 SECONDS EAST, A DISTANCE OF 4178.61 FEET; 3) THENCE SOUTH 89 DEGREES 31 MINUTES 25 SECONDS EAST, A DISTANCE OF 2216.49 FEET; THENCE NORTH 00 DEGREES 19 MINUTES 28 SECONDS EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 28, A DISTANCE OF 651.28 FEET TO THE LIMITS OF LINCOLN INDUSTRIAL PARK SUBDIVISION PER DOCUMENT NUMBER 387022; THENCE THE FOLLOWING 4 COURSES ALONG THE LIMITS OF SAID LINCOLN INDUSTRIAL PARK SUBDIVISION: 1) SOUTH 89 DEGREES 47 MINUTES 54 SECONDS EAST, A DISTANCE OF 908.22 FEET; 2) THENCE NORTH 00 DEGREES 22 MINUTES 39 SECONDS EAST, A DISTANCE OF 1084.85 FEET; THENCE SOUTH 76 DEGREES 47 MINUTES 54 SECONDS EAST, A DISTANCE OF 124.01 FEET; 4) THENCE SOUTH 02 DEGREES 07 MINUTES 30 SECONDS WEST ALONG SAID LIMITS AND SAID LIMITS EXTENDED SOUTHERLY, A DISTANCE OF 364.47 FEET; THENCE SOUTH 82 DEGREES 38 MINUTES 50 SECONDS EAST, A DISTANCE OF 298.72 FEET; THENCE NORTH 00 DEGREES 22 MINUTES 56 SECONDS EAST, A DISTANCE OF 99.66 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 01 SECONDS EAST, A DISTANCE OF 580.57 FEET; THENCE NORTH 10 DEGREES 57 MINUTES 00 SECONDS EAST, A DISTANCE OF 135.69 FEET; THENCE SOUTH 75 DEGREES 36 MINUTES 07 SECONDS EAST, A DISTANCE OF 186.85 FEET; THENCE NORTH 14 DEGREES 23 MINUTES 51 SECONDS EAST, A DISTANCE OF 221.01 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 38 (LINCOLN HIGHWAY); THENCE THE FOLLOWING 2 COURSES ALONG SAID SOUTHERLY RIGHT OF WAY LINE: 1) SOUTH 70 DEGREES 47 MINUTES 28 SECONDS EAST, A DISTANCE OF 22.58 FEET; 2) THENCE SOUTH 74 DEGREES 56 MINUTES 50 SECONDS EAST, A DISTANCE OF 235.57 FEET; THENCE SOUTH 00 DEGREES 31 MINUTES 01 SECONDS WEST, A DISTANCE OF 89.61 FEET; THENCE SOUTH 75 DEGREES 40 MINUTES 15 SECONDS EAST, A DISTANCE OF 137.90 FEET TO A LINE 92.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 24; THENCE SOUTH 00 DEGREES 16
MINUTES 41 SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 111.10 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 00 DEGREES 26 MINUTES 26 SECONDS WEST ALONG A LINE 92.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID WEST HALF OF SECTION 25, A DISTANCE OF 5279.33 FEET TO THE NORTH LINE OF FAIRVIEW DRIVE; THENCE THE FOLLOWING 25 COURSES ALONG SAID NORTH LINE: 1) NORTH 89 DEGREES 30 MINUTES 26 SECONDS WEST, A DISTANCE OF 607.26 FEET; 2) THENCE NORTH 00 DEGREES 29 MINUTES 34 SECONDS EAST, A DISTANCE OF 7.00 FEET; 3) THENCE NORTH 89 DEGREES 30 MINUTES 26 SECONDS WEST, A DISTANCE OF 60.00 FEET; 4) THENCE NORTH 00 DEGREES 29 MINUTES 34 SECONDS EAST, A DISTANCE OF 10.00 FEET; 5) THENCE NORTH 89 DEGREES 30 MINUTES 26 SECONDS WEST, A DISTANCE OF 200.00 FEET; 6) THENCE SOUTH 00 DEGREES 29 MINUTES 34 SECONDS WEST, A DISTANCE OF 10.00 FEET; 7) THENCE NORTH 89 DEGREES 30 MINUTES 26 SECONDS WEST, A DISTANCE OF 100.00 FEET; 8) THENCE SOUTH 00 DEGREES 29 MINUTES 34 SECONDS WEST, A DISTANCE OF 7.00 FEET; 9) THENCE NORTH 89 DEGREES 30 MINUTES 26 SECONDS WEST, A DISTANCE OF 100.00 FEET; 10) THENCE SOUTH 00 DEGREES 29 MINUTES 34 SECONDS WEST, A DISTANCE OF 200.00 FEET; 11) THENCE NORTH 89 DEGREES 30 MINUTES 26 SECONDS WEST, A DISTANCE OF 80.00 FEET; 12) THENCE SOUTH 00 DEGREES 29 MINUTES 34 SECONDS WEST, A DISTANCE OF 200.00 FEET; 11) THENCE NORTH 89 DEGREES 30 MINUTES 26 SECONDS WEST, A DISTANCE OF 80.00 FEET; 13) THENCE NORTH 89 DEGREES 30 MINUTES 26 SECONDS WEST, A DISTANCE OF 130.68 FEET; 14) THENCE NORTH 00 DEGREES 29 MINUTES 34 SECONDS EAST, A DISTANCE OF 2.00 FEET; 15) THENCE NORTH 89 DEGREES 30 MINUTES 26 SECONDS WEST, A DISTANCE OF 80.21 FEET; 16) THENCE NORTH 00 DEGREES 29 MINUTES 34 SECONDS EAST, A DISTANCE OF 15.00 FEET; 17) THENCE NORTH 89 DEGREES 30 MINUTES 26 SECONDS WEST, A DISTANCE OF 311.18 FEET; 18) THENCE NORTH 89 DEGREES 44 MINUTES 09 SECONDS WEST, A DISTANCE OF 1688.83 FEET; 19) THENCE SOUTH 00 DEGREES 15 MINUTES 51 SECONDS WEST, A DISTANCE OF 17.00 FEET; 20) THENCE NORTH 89 DEGREES 44 MINUTES 09 SECONDS WEST, A DISTANCE OF 329.31 FEET; 21) THENCE NORTH 00 DEGREES 15 MINUTES 51 SECONDS EAST, A DISTANCE OF 7.00 FEET; 22) THENCE NORTH 89 DEGREES 44 MINUTES 09 SECONDS WEST, A DISTANCE OF 428.42 FEET; 23) THENCE NORTH 00 DEGREES 15 MINUTES 51 SECONDS EAST, A DISTANCE OF 10.00 FEET; 24) THENCE NORTH 89 DEGREES 44 MINUTES 09 SECONDS WEST, A DISTANCE OF 171.45 FEET; 25) THENCE NORTH 89 DEGREES 48 MINUTES 13 SECONDS WEST, A DISTANCE OF 1285.39 FEET TO SAID POINT OF BEGINNING, IN DEKALB COUNTY, ILLINOIS.
EXHIBIT B
(Legal Description of Orr Parcel)

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 24 AND PART OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST 1/4; THENCE WESTERLY, ALONG THE NORTH LINE OF SAID NORTHWEST 1/4, 92.0 FEET FOR A POINT OF BEGINNING; THENCE NORTHERLY, AT AN ANGLE OF 89 DEGREES 57 MINUTES 05 SECONDS MEASURED COUNTERCLOCKWISE FROM SAID NORTH LINE, PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST 1/4, 111.10 FEET; THENCE NORTHWESTERLY, AT AN ANGLE OF 104 DEGREES 09 MINUTES 08 SECONDS MEASURED CLOCKWISE FROM SAID PARALLEL LINE, 137.62 FEET; THENCE NORTHERLY, AT AN ANGLE OF 104 DEGREES 09 MINUTES 52 SECONDS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, 88.41 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 38 (LINCOLN HIGHWAY); THENCE NORTHWESTERLY, AT AN ANGLE OF 104 DEGREES 50 MINUTES 53 SECONDS MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID RIGHT OF WAY LINE, 235.60 FEET; THENCE CONTINUING NORTHWESTERLY, AT AN ANGLE OF 176 DEGREES 19 MINUTES 11 SECONDS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID RIGHT OF WAY LINE, 22.83 FEET; THENCE SOUTHWESTERLY, AT AN ANGLE OF 85 DEGREES 33 MINUTES 13 SECONDS MEASURED CLOCKWISE FROM SAID RIGHT OF WAY LINE, 22.15 FEET; THENCE NORTHWESTERLY, AT AN ANGLE OF 89 DEGREES 57 MINUTES 42 SECONDS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, 186.80 FEET; THENCE SOUTHWESTERLY, AT AN ANGLE OF 86 DEGREES 39 MINUTES 20 SECONDS MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, 135.62 FEET TO THE SOUTH LINE OF SAID SOUTHWEST 1/4; THENCE WESTERLY, AT AN ANGLE OF 100 DEGREES 48 MINUTES 45 SECONDS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID SOUTH LINE, 580.48 FEET TO THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST 1/4; THENCE SOUTHERLY, AT AN ANGLE OF 90 DEGREES 09 MINUTES 04 SECONDS MEASURED CLOCKWISE FROM SAID SOUTH LINE, ALONG SAID EAST LINE, 99.66 FEET; THENCE NORTHWESTERLY, AT AN ANGLE OF 83 DEGREES 03 MINUTES 16 SECONDS MEASURED COUNTERCLOCKWISE FROM SAID EAST LINE, 298.72 FEET; THENCE NORTHERLY, AT AN ANGLE OF 95 DEGREES 12 MINUTES 14 SECONDS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, 364.47 FEET TO THE NORTHEAST CORNER OF OUTLOT "B" OF LINCOLN INDUSTRIAL PARK; THENCE NORTHWESTERLY, AT AN
ANGLE OF 101 DEGREES 12 MINUTES 04 SECONDS MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG THE NORTH LINE OF SAID OUTLOT "B", 124.08 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTHERLY, AT AN ANGLE OF 77 DEGREES 03 MINUTES 27 SECONDS MEASURED CLOCKWISE FROM SAID NORTH LINE, PARALLEL WITH THE EAST LINE OF THE WEST 1/2 OF SAID NORTHWEST 1/4, 2,975.02 FEET TO THE SOUTH LINE OF SAID NORTHWEST 1/4; THENCE EASTERLY, AT AN ANGLE OF 89 DEGREES 54 MINUTES 08 SECONDS MEASURED CLOCKWISE FROM SAID PARALLEL LINE, ALONG SAID SOUTH LINE, 1,627.01 FEET TO A POINT THAT IS 92.0 FEET WESTERLY OF THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4; THENCE NORTHERLY, AT AN ANGLE OF 90 DEGREES 09 MINUTES 27 SECONDS MEASURED CLOCKWISE FROM SAID SOUTH LINE, PARALLEL WITH THE EAST LINE OF SAID NORTHWEST 1/4, 2,646.92 FEET TO THE POINT OF BEGINNING, ALL IN DEKALB TOWNSHIP, DEKALB COUNTY, ILLINOIS.
Exhibit K

Depiction of Proposed Internal Road Improvements
Exhibit L
Depiction of Portion of Owner Properties Currently Zoned SFR 1