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DOUGLAS J. JOHNSON
RECORDER - DEKALB COUNTY, IL

RECORDED: 4/30/2020 01:12 PM
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STATE OF ILLINOIS)
COUNTY OF DEKALB) SS
CITY OF DEKALB)

PAGES: 113

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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 2020-023

**APPROVING AN ANNEXATION AND DEVELOPMENT AGREEMENT
WITH VENTUS TECH SERVICES, LLC (PROJECT VENTUS).**

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, on the 27th day of April 2020.

WITNESS my hand and the official seal of said City this 28th day of April 2020.


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

**APPROVING AN ANNEXATION AND DEVELOPMENT AGREEMENT
WITH VENTUS TECH SERVICES, LLC (PROJECT VENTUS).**

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

WHEREAS, Ventus Tech Services LLC (the "Owner") is the owner of property legally described in Exhibit A attached hereto and incorporated herein (the "Property"); and

WHEREAS, the Property is currently located in Afton Township in unincorporated DeKalb County, contiguous to the City's corporate boundaries, and has no electors residing therein; and

WHEREAS, on or around March 13, 2020, the Owner voluntarily petitioned the City to annex the Property pursuant to 65 ILCS 5/7-1-8 and the terms of the Annexation and Development Agreement attached hereto and incorporated herein as Exhibit B (the "Annexation Agreement"); and

WHEREAS, in connection with the preparation of the Annexation Agreement, the Owner and the City negotiated and agreed to the terms of a Water Agreement in substantially the form attached to the Annexation Agreement as Exhibit G ("Water Agreement"), pursuant to which Water Agreement the City will deliver water service to the Property; and

WHEREAS, on March 24, 2020, pursuant to 65 ILCS 5/11-15-1.3, the City duly published notice of a public hearing on the Annexation Agreement as further described in the Notice of Publication attached hereto and incorporated herein as Exhibit C (the "Notice of Publication"); and

WHEREAS, on April 13, 2020, upon providing due notice, the City and Owner conducted all required public hearings before the City Council on the Annexation Agreement; and

WHEREAS, on April 22, 2020, upon providing due notice, a public hearing was held before the City's Planning and Zoning Commission which recommended that (i) the Property, upon its annexation, be rezoned to "PD-I" Planned Development – Industrial District, and (ii) the approval of a final plan of planned development and final plat of subdivision for the Property; and

WHEREAS, an Ordinance for rezoning the Property and approving a planned development and plat of subdivision for the Property is attached to the Annexation Agreement as Exhibit D; and

WHEREAS, the City's corporate authorities have considered the Annexation Agreement

and the Water Agreement and have determined that approving the Annexation Agreement and the Water Agreement is in the City's best interests and further promotes the public health, safety and welfare;

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

SECTION 1: Recitals. The recitals to this Ordinance are true, material, adopted, and incorporated herein as Section 1 to this Ordinance.

SECTION 2: Annexation Agreement Approved. Pursuant to 65 ILCS 5/11-15-1.3 and the City's home rule powers, the City's corporate authorities, by a vote of two-thirds of those then holding office, approve the Annexation Agreement attached hereto and incorporated herein as Exhibit B to this Ordinance, including the Water Agreement, and further authorize and direct the Mayor to execute, and the City Clerk to attest, the Annexation Agreement and the Water Agreement.

SECTION 3: Home Rule. This Ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the City of DeKalb that to the extent that the terms of this Ordinance should be inconsistent with any non-preemptive state law, that this Ordinance shall supersede state law in that regard within its jurisdiction.

SECTION 4: Effective Date. As a result of the need to immediately complete the annexation of the Property, the City's corporate authorities find and determine that this Ordinance shall be effective immediately upon its passage and approval and shall subsequently be published in pamphlet form.

ADOPTED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a Regular meeting thereof held on the 27th day of April 2020 and approved by me as Mayor on the same day. First Reading passed on April 13, 2020 by an 8-0 roll call vote. Aye: Morris, Finucane, Smith, Perkins, McAdams, Verbic, Faivre, Mayor Smith. Second Reading passed on April 27, 2020 by an 8-0 roll call vote. Aye: Morris, Finucane, Smith, Perkins, McAdams, Verbic, Faivre, Mayor Smith.

ATTEST:



RUTH A. SCOTT
Executive Assistant



JERRY SMITH, Mayor

EXHIBIT A
(Legal Description of the Property)

THAT PART OF THE NORTH HALF OF SECTION 2 AND THAT PART OF THE NORTH HALF OF SECTION 1, ALL IN TOWNSHIP 39 NORTH, RANGE 4 EAST, OF THE THIRD PRINCIPAL MERIDIAN, LOCATED IN DEKALB COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND SURVEY NAIL REFERENCING THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 2, PER SURVEY MONUMENT RECORD RECORDED AS DOCUMENT NUMBER 2016-004286 IN THE OFFICE OF THE DEKALB COUNTY RECORDER; THENCE SOUTH 89 DEGREES 38 MINUTES 34 SECONDS EAST (BASIS OF BEARINGS – ILLINOIS STATE PLANE COORDINATES, EAST ZONE (NAD83)) ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 49.06 FEET TO A FOUND ALUMINUM DISK REFERENCING THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 4 EAST, OF THE THIRD PRINCIPAL MERIDIAN, PER SURVEY MONUMENT RECORD RECORDED AS DOCUMENT NUMBER 2016-004285 IN THE OFFICE OF THE DEKALB COUNTY RECORDER; THENCE SOUTH 89 DEGREES 51 MINUTES 16 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2 A DISTANCE OF 45.93 FEET TO THE EASTERN RIGHT OF WAY LINE OF ILLINOIS ROUTE 23, PER THAT TRUSTEES DEED RECORDED AS DOCUMENT NUMBER 1973-375200 IN THE OFFICE OF THE DEKALB COUNTY RECORDER, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 51 MINUTES 16 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2 AND ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2 A DISTANCE OF 2,599.89 FEET TO A FOUND 1 INCH IRON MATCHING THE TIES THAT REFERENCE THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 4 EAST, OF THE THIRD PRINCIPAL MERIDIAN, PER SURVEY MONUMENT RECORD RECORDED AS DOCUMENT NUMBER 2006-020095 IN THE OFFICE OF THE DEKALB COUNTY RECORDER; THENCE SOUTH 89 DEGREES 46 MINUTES 03 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2 AND ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1 A DISTANCE OF 2,646.05 FEET TO A FOUND MAGNAIL REFERENCING THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 4 EAST, OF THE THIRD PRINCIPAL MERIDIAN, PER SURVEY MONUMENT RECORD RECORDED AS DOCUMENT NUMBER 2006-012657 IN THE OFFICE OF THE DEKALB COUNTY RECORDER; THENCE SOUTH 89 DEGREES 42 MINUTES 19 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1 AND ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1 A DISTANCE OF 2,644.80 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 4 EAST, OF THE THIRD PRINCIPAL MERIDIAN;

THENCE SOUTH 89 DEGREES 41 MINUTES 46 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1 A DISTANCE OF 1,322.41 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 1; THENCE SOUTH 00 DEGREES 33 MINUTES 29 SECONDS WEST ALONG THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 1 A DISTANCE OF 2,640.98 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 1; THENCE NORTH 89 DEGREES 32 MINUTES 16 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1 A DISTANCE OF 1,323.96 FEET TO A FOUND 1 INCH IRON PIPE AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE CONTINUING NORTH 89 DEGREES 32 MINUTES 16 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1 A DISTANCE OF 2,650.91 FEET TO A STONE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 1 (REFERENCED BY A FOUND IRON PIPE 0.25 FEET WEST OF THE STONE), PER SURVEY MONUMENT RECORD RECORDED AS DOCUMENT NUMBER 1978-413834 IN THE OFFICE OF THE DEKALB COUNTY RECORDER; THENCE SOUTH 89 DEGREES 57 MINUTES 05 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2 A DISTANCE OF 2,663.19 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 2; THENCE NORTH 00 DEGREES 33 MINUTES 43 SECONDS EAST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2 A DISTANCE OF 907.55 FEET TO THE NORTHEASTERN CORNER OF THE SOUTHERN 55 RODS (907.5 FEET) OF THE NORTHWEST QUARTER OF SAID SECTION 2; THENCE SOUTH 89 DEGREES 57 MINUTES 05 SECONDS WEST ALONG THE NORTHERN LINE OF THE SOUTHERN 55 RODS OF THE NORTHWEST QUARTER OF SAID SECTION 2 A DISTANCE OF 2,606.19 FEET TO A POINT ON THE EASTERN RIGHT OF WAY LINE OF ILLINOIS ROUTE 23, PER THAT TRUSTEES DEED RECORDED AS DOCUMENT NUMBER 1973-375200 IN THE OFFICE OF THE DEKALB COUNTY RECORDER; THENCE NORTH 00 DEGREES 32 MINUTES 30 SECONDS EAST ALONG SAID EASTERN RIGHT OF WAY LINE 698.92 FEET; THENCE NORTH 02 DEGREES 15 MINUTES 43 SECONDS EAST ALONG SAID EASTERN RIGHT OF WAY LINE 1,045.63 FEET TO THE POINT OF BEGINNING, CONTAINING 505.329 ACRES, MORE OR LESS.

EXHIBIT B
(Annexation Agreement)

Execution Copy

ANNEXATION AND DEVELOPMENT AGREEMENT

THIS ANNEXATION AND DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of April 27, 2020 ("Effective Date") by and between the City of DeKalb, Illinois, a home rule municipal corporation of the State of Illinois (the "City") and Ventus Tech Services LLC (together with its successors and assigns and its affiliates and their respective successors and assigns, the "Company"). The City and the Company are sometimes referred to herein collectively as the "Parties" and each individually as a "Party".

RECITALS

- A. The Company is the record title owner of the Property.¹
- B. The Company has determined that the Property is well suited for the development of the Project and, accordingly, the Company has proposed: (1) the construction of: (a) the Data Center Building and (b) the Accessory Structures; and (c), together with the Developer pursuant to the Infrastructure Agreement, the Improvements; and (2) the possible construction in the future of additional buildings, structures, and improvements as part of the Project if they comply with certain minimum land use and zoning standards and are approved by the City Manager.
- C. The Company has filed petitions and applications with the City seeking approval of: (1) the annexation of the Property into the corporate boundaries of the City; (2) the rezoning of the Property from the SFR-1 District to the PD-I District; (3) an industrial planned development on the Property, including the Final Plan, approving the Project; (4) a final plat of subdivision for the Property, including the Final Plat and the Schematic Engineering Plan; and (5) the vacation of a segment of Crego Road (collectively, the "Applications").
- D. In connection with the Project, the City Council desires to adopt the Text Amendment.
- E. On April 8, 2020 the City's Planning and Zoning Commission opened and continued, and on April 22, 2020 held, a duly noticed public hearing to consider approval of the Applications (excluding the vacation of Crego Road) and adopted findings of fact recommending to the City Council approval of the Applications.
- F. On April 27, 2020, the City Council held a duly noticed public hearing to consider approval of the vacation of Crego Road.
- G. The City Council has determined that developments such as the Project are in the public interest of the City and its citizens.
- H. The Company anticipates that the Project will require a substantial, long-term commitment of capital and resources of the Company, as well as the careful integration of public capital facilities, construction schedules and the phasing of the development of the Project, in order for the Project to be successful, both for the Company and the City. The Company is unwilling to

¹ All initial-capitalized terms used in this Agreement shall have the meanings set forth in Article I or the other provisions of this Agreement.

risk such capital and resources without sufficient assurances from the City that, after the adoption of the Project Approval Ordinances, among other things: (1) the Property will be adequately entitled and zoned to permit the development and operation of the Project; (2) all required permits, approvals and entitlements for the Project will be granted; (3) all necessary public infrastructure will be available to facilitate and support the development and operation of the Project; (4) after the adoption of the Project Approval Ordinances by the City Council, the City Zoning Ordinance, including the development standards set forth therein, applicable to the Project will remain unchanged with respect to the Property and the Project unless changes are requested by the Company; and (5) the City is committed to facilitate and assist the Company in the development and operation of the Project.

I. The Parties desire to incorporate their understandings and the City's assurances with respect to the Project into this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Company hereby agree as follows:

ARTICLE I DEFINITIONS

1.1 "Accessory Structures" means certain buildings, structures, facilities, and improvements accessory to or necessary for the operation of the Data Center Building to be constructed on the Property in connection with the Data Center Building, all as depicted on the Final Plan.

1.2 "Annexation Ordinance" means an ordinance adopted by the City Council approving the annexation of the Property into the corporate boundaries of the City.

1.3 "Applicable Law" means all applicable federal, state, and City laws, statutes, codes, ordinances, resolutions, rules and regulations, as well as judicial decisions and orders binding on the Parties or the Proposed Development, including, without limitation, the Code in force and effect on the Effective Date.

1.4 "Applications" means the applications described in Recital C of this Agreement.

1.5 "City Council" means the City Council and the legislative body of the City.

1.6 "Code" means the "Municipal Code of the City of DeKalb, Illinois" as the same has been and may be amended from time to time.

1.7 "Comprehensive Plan" means that certain "DeKalb 3D / Planning DeKalb's 'Desired Development Direction' / 2005 Comprehensive Plan Update", dated March 14, 2005, or successor Comprehensive Plan.

1.8 "Data Center" means real and personal property consisting of buildings or structures specifically designed or modified to house networked computers and data and

transaction processing equipment and related infrastructure support equipment, including, without limitation, power and cooling equipment, used primarily to provide, as a service to persons other than the company operating the data center, data and transaction processing services, outsource information technology services and computer equipment colocation services, or, used primarily to provide, to a single user, including the user's affiliates, customers, lessees, vendors and other persons authorized by the user, data and transaction processing services, along with ancillary warehouse, administrative office, and storage buildings.

1.9 “Data Center Building” means the approximately 970,000 square-foot building depicted on the Final Plan that will be used as a Data Center.

1.10 “Developer” means DeKalb 343, LLC, Krusinski Construction Company, or their Affiliates.

1.11 “DCEO” means the Illinois Department of Commerce and Economic Opportunity.

1.12 “Electricity Tax” means the tax imposed by the City pursuant to Chapter 63 of the Code upon the privilege of using or consuming electricity acquired in a purchase at retail and used or consumed within the corporate limits of the City. “Electricity Tax” does not include the amount that any utility is authorized to charge pursuant to Section 8-11-2 of the Illinois Municipal Code, 65 ILCS 5/8-11-2, to reimburse the utility for expenses incurred in keeping records, billing customers, preparing and filing returns, remitting the Electricity Tax, and supplying data to the City upon request.

1.13 “Enterprise Zone” means the DeKalb County Enterprise Zone.

1.14 “Enterprise Zone Amendments” means the amendments to the Enterprise Zone approved by all of the designating municipalities of the Enterprise Zone and the County of DeKalb, Illinois, and certified by DCEO in that certain Certification dated March 16, 2020, that, among other things: (a) expand the boundaries of the Enterprise Zone to include the Property; and (b) establish a certain 20-year *ad valorem* real property tax abatement for High Impact ICM Knowledge-Based Companies that are located within the Enterprise Zone.

1.15 “Final Engineering Plan” means a plan that the Developer may submit to the City in the future depicting the Improvements, including infrastructure and the Public Improvements, to be constructed in connection with the Project. The Improvements depicted on the Final Engineering Plan shall be in substantial conformance with the Schematic Engineering Plan.

1.16 “Final Plan” means the final plan of planned development prepared by Barge Design Solutions, dated March 27, 2020, and consisting of five sheets, attached to and hereby made a part of this Agreement as Exhibit B.

1.17 “Final Plat” means the final plat of subdivision prepared by Jacob & Hefner dated March 18, 2020, and consisting of two sheets, attached to and hereby made a part of this Agreement as Exhibit C.

1.18 “Force Majeure Event” means a matter beyond the reasonable control of the Party to perform (excluding unfavorable economic conditions), including: acts of God, including earthquakes, fire, floods, tornados, hurricanes and extreme weather conditions; acts of terrorism; financial and/or banking crises that limit normal extensions of credit; civil disturbances; discovery of hazardous materials; and acts of the United States of America or the State.

1.19 “HI District” means the Heavy Industrial District of the City.

1.20 “Improvements” means the on-site and off-site improvements, including infrastructure and the Public Improvements, to be constructed in accordance with the Final Engineering Plan and in connection with the development of the Data Center Building and the Accessory Structures, all as provided in Article VI of this Agreement.

1.21 “Infrastructure Agreement” means that certain Infrastructure Agreement to be entered into between the Company and Developer, which Infrastructure Agreement shall set forth the respective rights and obligations of Developer and the Company with respect to: (a) the design, approval, and construction of the Improvements, including the Public Improvements, in accordance with the Final Engineering Plan; (b) the dedication and acceptance by the City and the KWRD of the Public Improvements; and (c) the payment of the costs and expenses associated with the construction of the Improvements.

1.22 “KWRD” means the Kishwaukee Water Reclamation District.

1.23 “Mayor” means the Mayor and executive of the City.

1.24 “Mortgage” means a mortgage, deed of trust, sale and leaseback or other form of secured financing.

1.25 “Mortgagee” means the holder of a Mortgage.

1.26 “Official Records” means the official records of the office of the DeKalb County, Illinois Recorder of Deeds.

1.27 “PD-I District” means the Planned Development – Industrial District of the City.

1.28 “Plat of Vacation” means the Plat of Vacation for the vacation of a segment of Crego Road prepared by Jacob & Heffner Associates, dated March 13, 2020, and consisting of one sheet attached to this Agreement as Exhibit F.

1.29 “Private Utility Easement” means the easement and the easement area located under a segment of Gurler Road depicted and described on the Final Plat and reserved by the Company for the purpose of surveying, constructing, reconstructing, laying, using, expanding, enlarging, owning, operating, maintaining, testing, inspecting, repairing, replacing, altering, or removing private utility improvements and necessary appurtenances thereto that are required for the operation of the Project in, upon, over, under, through, along, and across the easement area,

together with all reasonable rights of ingress and egress over, along, upon, and across the easement area and any adjoining lands of the City necessary for the exercise of the Company's rights.

1.30 "Project" means a multi-year, large-scale project that may include multiple phases extending over a period of years with the uses of one or more Data Centers and/or other facilities used to house, and in which are operated, maintained and replaced from time to time, computer systems and associated components, such as telecommunications and storage systems, cooling systems, power supplies and systems for managing property performance (including generators), and equipment used for the transformation, transmission, distribution and management of electricity (including substations), internet-related equipment, data communications connections, environmental controls and security devices, structures and site features, as well as certain accessory uses or buildings located on the Property, including, without limitation, offices and research and development, and other related or associated uses, buildings or structures such as utility buildings, structures, improvements and appurtenances located on, adjacent or near the Property that are reasonably related to the Data Center(s).

1.31 "Project Approval Ordinances" means the Annexation Ordinance and the Zoning Approval Ordinance.

1.32 "Property" means that certain real property consisting of approximately 500 acres of undeveloped land located in unincorporated DeKalb County, Illinois and contiguous with the corporate boundaries of the City, as more particularly described on Exhibit A attached to and hereby incorporated into this Agreement.

1.33 "Public Improvements" means those Improvements that will be constructed by Developer in accordance with the Final Engineering Plan pursuant to the Infrastructure Agreement and, upon completion, dedicated to, and accepted by, the City, as further described in Article VI of this Agreement.

1.34 "Schematic Engineering Plan" means the preliminary schematic engineering plan titled "DeKalb Infrastructure Improvements," prepared by Barge Design Solutions, dated April 9, 2020, and consisting of one sheet attached to this Agreement as Exhibit E.

1.35 "SFR-1 District" means the Single-Family Residential District of the City.

1.36 "State" means the State of Illinois.

1.37 "Taxes" means any and all taxes, special taxes, assessments, levies, impositions, duties, deductions, withholding, charges and fees, including those imposed with respect to any assessment districts, infrastructure financing, community facilities districts, community taxing districts, maintenance districts or other similar districts.

1.38 "Text Amendment" means various amendments to the text of the Zoning Ordinance to, among other things, make Data Centers a permitted use in various zoning districts of the City, as further described in the Zoning Approval Ordinance.

1.39 “Vacation Ordinance” means an ordinance adopted by the City Council vacating the segment of Crego Road generally located between the intersection of Gurler Road and Crego Road and the intersection of the south property line of the Property and Crego Road, as specifically depicted on the Plat of Vacation.

1.40 “Water Agreement” means that certain agreement, to be entered into by the Company and the City in substantially the form attached to this Agreement as Exhibit G and dated as of the Effective Date, pursuant to which Water Agreement the City shall agree to provide water service to the Project. By approving and authorizing the execution of this Agreement, the City Council has approved and authorized the execution of the Water Agreement.

1.41 “Waste Water Agreement” means that certain agreement, to be entered into by the Company and the KWRD and dated as of the Effective Date, pursuant to which Waste Water Agreement the KWRD shall agree to provide waste water service to the Project.

1.42 “Zoning Approval Ordinance” means an ordinance to be adopted by the City Council in substantially the form attached to this Agreement as Exhibit D approving: (a) an amendment to the official zoning map of the City to rezone the Property from the SFR-1 District to the PD-I District; (b) the Text Amendment; (c) an industrial planned development for the Property, including the approval of: (i) the Final Plan depicting the Data Center Building and the Accessory Structures, and (ii) the zoning standards and the administrative approval process applicable to the construction of any additional buildings, structures, and improvements on the Property as part of the Project; and (d) the Final Plat and the Schematic Engineering Plan.

1.43 “Zoning Ordinance” means that certain “Unified Development Ordinance of the City of DeKalb,” codified as Chapter 23 of the Code.

ARTICLE II CITY PROCEDURES AND ACTIONS

The City Council, after conducting a duly-noticed public meeting, adopted Ordinance No. 2020-023 on April 27, 2020, effective immediately upon adoption, which ordinance (i) confirmed the City Council’s approval of this Agreement and the City Council’s finding that the provisions of this Agreement are consistent with the Comprehensive Plan and the Applicable Law (ii) approved the Water Agreement, and (iii) authorized the execution of this Agreement and the Water Agreement. The City represents and warrants to the Company that (a) the City has the full power and authority to enter into this Agreement and the Water Agreement and to perform its obligations hereunder and thereunder, (b) this Agreement and the Water Agreement are valid and binding obligations, enforceable against the City in accordance with the terms hereof and thereof, and (c) the execution and delivery of this Agreement and the Water Agreement have been validly authorized by all necessary governmental or other action and do not conflict with any other agreements entered into by the City.

ARTICLE III TAXES

3.1 Right to Oppose. The Company shall have the right, to the extent permitted by law, to protest, oppose and vote against any and all Taxes.

3.2 New Taxes. City staff shall not during the Term (as defined below) recommend or support any new Taxes that are applicable solely to the Project, the Property or the Data Center industry or with the express or inferred intent to specifically or inequitably target the Project, the Property or the Data Center industry.

3.3 Fee Waiver. The City hereby waives, or shall cause to be waived, any and all impact fees related to the Property or the design, development, construction or occupancy of the Project.

ARTICLE IV ANNEXATION

4.1 Annexation Agreement. The Parties acknowledge and agree that this Agreement is an annexation agreement entered into pursuant to Article 11, Division 15.1 of the Illinois Municipal Code, 65 ILCS 5/11-15.1, *et seq.*

4.2 Petition for Annexation. The City acknowledges and agrees that on March 13, 2020 the Company filed with the City a valid petition for annexation pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8.

4.3 Agreement to Annex Property. The City Council agrees that it shall adopt the Annexation Ordinance at the April 27, 2020 regularly-scheduled meeting of the City Council.

4.4 Conditions Precedent to Effective Date of Annexation Ordinance. The Annexation Ordinance shall include a provision that states that the Annexation Ordinance shall not be legally effective until the date that all of the following conditions precedent have occurred or, if certain of the conditions precedent have not occurred, the City has received written notice from the Company waiving any of the conditions precedent that have not occurred:

(a) In accordance with Applicable Law: (i) the City has noticed and held all hearings and taken all other action legally required to be taken before the approval and execution of this Agreement, (ii) the City Council has adopted and the Mayor has approved an ordinance approving this Agreement, including the Water Agreement attached hereto, and (iii) duly authorized representatives of the City and the Company have fully executed and delivered this Agreement and the Water Agreement;

(b) The City Council has adopted and the Mayor has approved the Annexation Ordinance in accordance with Applicable Law; and

(c) In accordance with Applicable Law: (i) the City has noticed and held all hearings and taken all other action legally required to be taken before the adoption of each of the

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Project Approval Ordinances and the Vacation Ordinance, and (ii) the City Council has adopted and the Mayor has approved the Annexation Ordinance.

4.5 Right to Disconnect. The City acknowledges and agrees that pursuant to Section 7-3-4 of the Illinois Municipal Code, 65 ILCS 5/7-3-4, the Company shall have the right to petition the City for disconnection of the Property, and the City Council shall adopt and record in the Official Records an ordinance disconnecting the Property in accordance with Sections 7-3-4 and 7-3-5 of the Illinois Municipal Code, 65 ILCS 5/7-3-4 and 5/7-3-5, if any of the following conditions subsequent to the adoption of the Annexation Ordinance do not occur:

(a) The City Council has, no later than April 27, 2020, adopted the Zoning Approval Ordinance;

(b) The City Council has, no later than April 27, 2020, adopted the Vacation Ordinance;

(c) In accordance with Applicable Law, no later than May 31, 2020, all actions have been taken that are legally required to be taken, including pursuant to Section 9-222.1 of the Illinois Public Utility Act, 220 ILCS 5/9-222.1, and Section 8-11-2 of the Illinois Municipal Code, 65 ILCS 5/8-11-2, for the Project to receive an exemption from the utility taxes imposed by the State and the City, as further described in Section 5.5(a) of this Agreement; provided, however, that the Company shall not have a right to disconnect if the Project does not receive such an exemption from such utility taxes on the basis that the Company does not satisfy the statutory criteria for such an exemption under Section 9-222.1 of the Illinois Public Utility Act, 220 ILCS 5/9-222.1, and Section 8-11-2 of the Illinois Municipal Code, 65 ILCS 5/8-11-2; and

(d) In accordance with Applicable Law, no later than May 31, 2020: (i) the KWRD Board of Trustees has taken all action legally required to be taken before adopting an ordinance annexing the Property into the corporate boundaries of the KWRD and adopting a resolution approving the Waste Water Agreement, (ii) the KWRD Board of Trustees has adopted an ordinance annexing the Property into the corporate boundaries of the KWRD, and (iii) duly authorized representatives of the KWRD and the Company have fully executed and delivered the Waste Water Agreement; and

(e) In accordance with Applicable Law, no later than December 31, 2020 all actions have been taken that are legally required to be taken, including pursuant to Section 605-1025 of the Illinois Department of Commerce and Economic Opportunity Act, 20 ILCS 605/605-1025 (titled "Data center investment" and from the text of the section from P.A. 101-31 and 101-604), for the Company to receive certificates of exemption from the Illinois Retailers' Occupation Tax Act, the Illinois Use Tax Act, the Illinois Service Use Tax Act, the Illinois Service Occupation Tax Act, and all locally-imposed retailers' occupation taxes administered and collected by the State Department of Revenue.

ARTICLE V

ENTITLEMENTS AND OTHER GOVERNMENTAL APPROVALS

5.1 Entitlements Needed to Develop. The City represents and warrants to the Company that the Project Approval Ordinances are the only permits, approvals, reviews, and actions (other than building permits for the construction of the Project required pursuant to the City's building code, codified as Chapter 24 of the Code) that are required under Applicable Law to commence and complete the development of the Project. Nothing herein shall prohibit the Company from seeking other or further permits, approvals, reviews or other actions in connection with the Project as may be deemed necessary or desirable by the Company in its sole discretion. The City represents and warrants to the Company that upon the effective date of the Annexation Ordinance and the Project Approval Ordinances: (a) no Applicable Law would prohibit, prevent, or encumber the development, construction, operation, or occupancy of the Project or any portion thereof in compliance with the Final Plan, Final Plat, and the Project Approval Ordinances; and (b) the Company will have the vested right at all times to develop and operate the Project on the Property, including the right to maintain, remodel, renovate, rehabilitate, rebuild, replenish, or replace the Project or any portion thereof (including any equipment used in operating the Project) for any reason, including in the event of damage, destruction or obsolescence of the Project or any portion thereof (including any equipment used in operating the Project), subject only to the provisions of the City's building code, codified as Chapter 24 of the Code.

5.2 Adoption of Project Approval Ordinances. Upon receipt of complete applications from the Company to (a) rezone the Property from the SFR-1 District to the PD-I District, (b) approve an industrial planned development for the Project on the Property, including the Final Plan, and (c) subdivide (consolidate) the five existing parcels on the Property into a single lot of record, the City Council shall: (i) cause City staff to review the applications in good faith, diligently, expeditiously, continuously and in accordance with Applicable Law; (ii) promptly after receipt of the applications, cause a duly-noticed public hearing or hearings to be held regarding the applications in accordance with Applicable Law; (iii) cause all other actions to be taken that are required by Applicable Law for the City Council to consider and adopt the Project Approval Ordinances; and (iv) adopt the Project Approval Ordinances at the April 27, 2020 regular meeting of the City Council.

5.3 Content and Effect of Zoning Approval Ordinance. The Zoning Approval Ordinance shall be in substantially the form attached to this Agreement as Exhibit D, include a provision stating that it shall be legally effective on the same date as the Annexation Ordinance becomes legally effective, and shall comply with the following provisions:

(a) Rezoning. The City acknowledges that pursuant to Section 4.05 of the Zoning Ordinance, the Property will be located within the SFR-1 District upon the annexation of the Property into the corporate boundaries of the City. The Zoning Approval Ordinance shall approve an amendment to the official zoning map of the City to rezone the Property from the SFR-1 District to the PD-I District.

Execution Copy

(b) Text Amendment. The Zoning Approval Ordinance shall, among other things, amend the text of: (i) Section 3.01 of the Zoning Ordinance to insert the definition of Data Center set forth in Article I of this Agreement into Section 3.01 of the Zoning Ordinance; and (ii) Section 5.12.03 of the Zoning Ordinance to insert "Data Centers" into the list of permitted uses allowed within the City's industrial zoning districts.

(c) Planned Development. The City acknowledges and agrees that the Company may desire, but shall not be obligated, to construct additional buildings, structures, and improvements on the Property in connection with the Project after the construction of the Data Center Building and the Accessory Structures, but the design of any additional buildings, structures, and improvements has not been determined and depends on factors that the Company cannot currently predict with certainty, such as advances in technology. The Zoning Approval Ordinance shall approve an industrial planned development for the Property, including the approval of: (a) the Final Plan depicting the Data Center Building and the Accessory Structures; and (b) certain zoning and development standards described as the "Development Standards" attached as Exhibit C to the Zoning Approval Ordinance. The Zoning Approval Ordinance shall include provisions that authorize the City Manager to approve any additional buildings, structures, and improvements on the Property that satisfy the Development Standards attached to the Zoning Approval Ordinance and, therefore, may be developed "as of right" within the industrial planned development, without further public hearings or further approval by the Planning and Zoning Commission or City Council.

(d) Subdivision. The Zoning Approval Ordinance shall approve the Final Plat and the Schematic Engineering Plan and shall authorize the City Manager to approve the Final Engineering Plan if the Improvements depicted on the Final Engineering Plan substantially conform with the Improvements depicted on Schematic Engineering Plan. The Zoning Approval Ordinance shall include provisions directing the City Clerk to record the Final Plat in the Official Records.

(e) Acknowledgment of Compliance. The Parties acknowledge and agree that the form of Zoning Approval Ordinance attached to this Agreement as Exhibit D complies with the minimum requirements of this Section 5.3.

5.4 Changes in the Code and Zoning Ordinance. No addition to, or modification of, the Code, including the Zoning Ordinance and any other zoning, land use or building regulation, adopted or effective after the effective date of the Project Approval Ordinances, shall be applied to the Project or the Property, unless the Company elects in its sole discretion upon notice to the City to have such addition or modification apply to the Project or the Property or any portion thereof, in which case such addition or modification shall be deemed incorporated into the Applicable Law with respect to the Project or the Property or such portion thereof, as applicable. The City represents to the Company that no provision of the Code conflicts with the provisions of this Agreement. If applicable state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as necessary to comply with such state or federal laws or regulations. The City shall not add or modify any Applicable Law, including any zoning, land use or building

regulation, with the express or inferred intent to specifically or inequitably target the Project, the Property, or the Data Center industry or in a manner that adversely affects the Project, the Property, or the Data Center industry. City staff shall not support or initiate any zoning application to convert any property adjacent to the Property to residential purposes, unless such zoning application includes at least a one hundred foot (100') setback from any property line adjacent to the Property.

5.5 Energy.

(a) Electricity Tax. The City shall, pursuant to Section 9-222.1 of the Illinois Public Utility Act, 220 ILCS 5/9-222.1, and Section 8-11-2 of the Illinois Municipal Code, 65 ILCS 5/8-11-2, adopt an ordinance no later than May 31, 2020, authorizing the exemption from the City's Electricity Tax of that certain percentage of electricity used or consumed by the Project necessary to cause the effective Electricity Tax rate applied to the electricity used or consumed by the Project in each calendar year to equal \$0.00045 per kilowatt hour. If, after applying such exemption, the total aggregate amount of Electricity Tax due from the Company for the Project in any calendar year is less than \$125,000, then the Company shall pay to the City, within 90 days after receipt of the final Electricity Tax bill for that year, the amount equal to the difference between: (a) the amount of Electricity Tax due from the Company for the Project in that calendar year; and (b) \$125,000. Such exemption shall be first applied to electricity used or consumed by the Project commencing in the first full calendar year that is two years after the date that the Project is fully energized and for a period of 20 calendar years thereafter. The Company shall, on an annual basis, no later than March 31 of each year, provide the City with a summary of the electricity bills it has received for the Property during the prior calendar year and proof of payment of same. The Company shall cooperate with any reasonable audit that the City may reasonably request, but not more often than once each calendar year, to verify that the amounts of Electricity Tax remitted to the City by the utility company comply with Applicable Law and this Section 5.5(a).

(b) Alternative Energy. The City acknowledges that the Company is exploring (but shall not be obligated to pursue) options to use alternative energy sources, including solar panels, geothermal cooling, and wind energy, to operate the Project or a portion thereof. The City represents to the Company that after the adoption of the Project Approval Ordinances such alternative energy sources will be allowed on the Property under Applicable Law.

5.6 Moratoria or Interim Control Ordinances. No ordinance, resolution, policy or other measure enacted after the Effective Date that relates directly or indirectly to the Project or to fees associated with or the timing, sequencing or phasing of the development or construction of the Project shall apply to the Property or this Agreement, unless it is (i) reasonably found by the City to be necessary to the public health and safety of the residents of the City and (ii) generally applicable on a City-wide basis (except to the extent necessary in the event of a natural disaster).

5.7 Timeframes and Staffing for Processing and Review. The City shall expedite processing of all Project Approval Ordinances (including staff review and processing and actions by any boards and commissions) and any other approvals or actions requested by the Company in connection with the Project. The City shall promptly review any and all plans and the prompt

performance of any and all inspections required for the design, construction, development, and occupancy of the Project.

5.8 Other Approvals. The City shall assist and cooperate in good faith with the Company in connection with obtaining any (a) approvals and permits from other governmental or quasi-governmental agencies having jurisdiction over the Property or the Project and (b) similar documents and instruments from third parties, as may be necessary or desirable in connection with the development or operation of the Project. If City action is required in connection with obtaining any such approvals, permits, documents or instruments, the City shall take final action within ten (10) Business Days (as defined below) following its receipt of each such request; provided that such period shall be tolled for any period during which the City is awaiting revisions or additional information from the Company that are necessary to complete the City process.

5.9 Timing and Rate of Development. The Project may include multiple phases extending over a period of years. The City acknowledges that as of the Effective Date, the Company cannot predict if, when or at what rate the development of the Project will occur, which will depend upon numerous factors, including factors outside of the control of the Company, such as market orientation and demand, competition, availability of qualified laborers and weather conditions. Subject to the Project Approval Ordinances, the Company may develop the Project in such order and at such rate and times as the Company deems appropriate in its sole and absolute discretion, which the City agrees is consistent with the intent, purpose and understanding of the Parties. Nothing in this Agreement shall be construed to require the Company to proceed with developing the Project or any portion thereof.

5.10 Additional Property. Following the Effective Date, the Company may from time to time acquire other parcels of real property within or contiguous with the corporate boundaries of the City (whether in one or more parcels, "Additional Property"). If the Company acquires Additional Property, the City agrees, upon receipt of notice thereof, to grant the approvals and take the actions necessary to authorize the Company to construct and operate a project similar to the Project on the Additional Property, including, without limitation, the execution and delivery of an annexation agreement and/or development agreement with the Company with respect to the Additional Property on substantially similar terms as this Agreement, to the extent applicable and requested by the Company.

5.11 Temporary Easement for Temporary Water Supply. The City acknowledges and agrees that: (a) permanent water service to the Property sufficient for the construction of the Data Center Building and the Accessory Structures will not be available until after the completion of the construction of the Improvements; and (b) temporary water service to the Property will be necessary to commence the construction of the Data Center Building and the Accessory Structures. The City agrees that it shall grant a temporary easement to the Company on, upon, over, across, through, and along a portion of the Crego Road right-of-way from a location in the vicinity of the intersection of Route 88 and Crego Road to a location in the vicinity of the southern edge of the intersection of Crego Road and Gurler Road for the purpose of installing, constructing, operating, maintaining, repairing, replacing, and removing a temporary water service line and related appurtenances and improvements that are necessary to provide water service to the Property until

the Improvements have been constructed and sufficient permanent water service to the Property is available. The City and the Company agree that they will enter into a separate easement agreement, pursuant to which the City shall grant such temporary easement for a temporary water supply, and which easement agreement shall further describe the easement area and the terms governing such temporary easement.

ARTICLE VI

DATA CENTER BUILDING, ACCESSORY STRUCTURES, AND IMPROVEMENTS

6.1 Data Center Building and Accessory Structures. After the adoption by the City Council of the Project Approval Ordinances, the Company shall have the right, but not the obligation, to construct the Data Center Building and the Accessory Structures, all in accordance with the Project Approval Ordinances, the Final Plan, and the Final Plat. The City acknowledges and agrees that nothing in this Agreement shall require the Company to develop the Property, make any on-site or off-site improvements, or perform any work as a condition of any of the Project Approval Ordinances or the rights of the Company under this Agreement.

6.2 Building Permits. The City shall issue all permits for the Project required by the City's Building Code, codified as Chapter 24 of the Code, within 15 Business Days after receipt by the City of a complete permit application from the Company.

6.3 Water, Sewer, and Roadway Improvements.

(a) Approval of Improvements. The Parties acknowledge and agree that: (1) the Company, Developer, and the City have been collaborating in good faith to design the Improvements generally depicted on the Schematic Engineering Plan; and (2) the final design of the Improvements, to be depicted on the Final Engineering Plan, will not be complete until after the adoption of the Project Approval Ordinances by the City Council. Pursuant to the Zoning Approval Ordinance: (i) the City Council shall approve the Schematic Engineering Plan; and (ii) authorize the City Manager to approve the Final Engineering Plan if the Improvements depicted on the Final Engineering Plan substantially conform with the Improvements depicted on the Schematic Engineering Plan. The City Manager's review and approval of the Final Engineering Plan shall not be unreasonably withheld, conditioned, or delayed. The City Manager shall review and approve the Final Engineering Plan within 10 Business Days after receipt thereof from Developer.

(b) Construction of Improvements. The Parties acknowledge and agree that: (1) Developer commenced the design of the Improvements before the Company acquired title to the Property from Developer; (2) the Improvements benefit the land owned by Developer located adjacent to, and to the north of, the Property, as well as the Property; and (3) the Company and the Developer shall enter into the Infrastructure Agreement to set forth the Company's and the Developer's respective rights and obligations with respect to: (a) the design, approval, and construction of the Improvements, including the Public Improvements, in accordance with the Final Engineering Plan; (b) the dedication and acceptance by the City and the KWRD of the Public Improvements; and (c) the payment of the costs and expenses associated with the construction of

the Improvements. The City shall be a third party beneficiary to the Infrastructure Agreement with respect to the provisions of the Infrastructure Agreement related to the Public Improvements that shall be dedicated to, and accepted by, the City. The City's sole remedy and recourse for any failure to construct the Improvements in accordance with the Infrastructure Agreement, Applicable Law, and the Final Engineering Plan shall be against the party to the Infrastructure Agreement (i.e., Developer or the Company) responsible for such failure as set forth in the provisions of the Infrastructure Agreement. Any failure by Developer to perform its obligations under the Infrastructure Agreement to construct any of the Improvements in accordance with the Infrastructure Agreement, Applicable Law, and the Engineering Plan shall not in any way affect the Company's right to construct the remainder of the Project pursuant to and in accordance with the Project Approval Ordinances, the Final Plan, and the Final Plat. The City shall receive, before the commencement of construction of the Improvements, performance security for the completion of the Public Improvements in an amount and upon the terms required by, and in accordance with, the applicable provisions of the Code.

6.4 Dedication of Public Improvements. Pursuant to the Infrastructure Agreement, after the completion of construction of the Improvements, the City shall receive notice requesting final inspection and approval of the Improvements by the City. Upon receipt of such notice, the City shall in good faith expeditiously inspect and approve the Improvements. Upon the approval of, and prior to acceptance by the City of, the Public Improvements, in accordance with the provisions of the Infrastructure Agreement and this Agreement: (a) Developer and the Company shall, at no cost to the City, execute, or cause to be executed, all documents, including a plat of dedication, as the City may reasonably require to transfer ownership of the Public Improvements to, and evidence ownership of the Public Improvements by, the City, free and clear of all liens, claims, encumbrances, and restrictions, unless otherwise approved by the City in writing; and (b) the City shall receive, in accordance with applicable provisions of the Code, security for the maintenance of the Public Improvements for the period of time required by the applicable provisions of the Code. In accordance with the provisions of the Infrastructure Agreement and this Agreement, Developer and the Company shall, at no cost to the City, at the same time grant, or cause to be granted, to the City, any easements or other property rights as the City may reasonably require to maintain, operate, service, repair, and replace the Public Improvements after acceptance thereof by the City. The City Council shall accept the dedication of the Public Improvements and acknowledges and agrees that upon and after the dedication of the Public Improvements by Developer and the Company, and the acceptance of the Public Improvements by the City, the City shall, at no cost to Developer or the Company, maintain the Public Improvements at its sole cost and expense.

6.5 Dedication of Land Under Gurler Road. The Company shall cause to be dedicated to the City the land owned by the Company under the segment of Gurler Road depicted on the Final Plat; provided, however, that the Company shall reserve for its use the Private Utility Easement depicted and described on the Final Plat. The City shall accept such dedication, subject to the Private Utility Easement. The City acknowledges and agrees that the Company has no obligation with respect to the maintenance or future improvement of any portion of the dedicated land or Gurler Road, except for the maintenance of any private utility improvements that the Company may construct in the future within the Private Utility Easement area.

6.6 Vacation of Crego Road. The City Council shall: (a) cause a duly-noticed public hearing or hearings to be held at the April 27, 2020 regular meeting of the City Council regarding the Vacation Ordinance in accordance with 65 ILCS 5/11-91-1; (b) cause all other actions to be taken that are required by Applicable Law for the City Council to consider and adopt the Vacation Ordinance; (c) adopt the Vacation Ordinance at the April 27, 2020 regular meeting of the City Council; and (d) cause the Plat of Vacation to be recorded in the Official Records.

ARTICLE VII MORTGAGES

7.1 Mortgages. This Agreement shall not prevent or limit the Company from encumbering the Property or any estate or interest therein, portion thereof, or any improvement thereon, in any manner whatsoever by one or more Mortgages with respect to the construction, development, use or operation of the Project or any portion thereof. The City acknowledges that Mortgagees may require certain interpretations and modifications of this Agreement. Upon the Company's request from time to time, the City shall meet with the Company and such Mortgagees to negotiate in good faith any such requests for interpretation or modification. The City shall not withhold its consent to any such requested interpretation or modification that is consistent with the intent and purposes of this Agreement.

7.2 Mortgagee Not Obligated. A Mortgagee shall not have any obligation or duty to perform pursuant to the terms set forth in this Agreement.

7.3 Mortgagee Notice and Cure Rights. If requested in writing by a Mortgagee, the City shall deliver to such Mortgagee any notice of default delivered to the Company hereunder. A Mortgagee shall have the right, but not the obligation, to cure such default within one hundred twenty (120) days after such Mortgagee receives such notice, during which period the City shall not exercise any remedies hereunder.

7.4 Disaffirmation. If this Agreement is terminated with respect to a portion of the Property by reason of any default by the Company or as a result of a bankruptcy proceeding of the Company, or if this Agreement is disaffirmed by a receiver, liquidator or trustee for the Company or its property, then the City, if requested by a Mortgagee, shall negotiate in good faith, with the most senior requesting Mortgagee, a new development agreement for the Project as to such portion of the Property. This Agreement does not require any Mortgagee or the City to enter into a new development agreement pursuant to this Section 7.4.

ARTICLE VIII TERM

The term of this Agreement (the "Term") shall commence on the Effective Date and continue for a period of twenty (20) years unless terminated sooner in accordance with the provisions of this Agreement. The Company may at any time and for any reason terminate this Agreement automatically upon notice thereof to the City; provided, however, that the Company shall not have the right to disconnect the Property from the City except as provided in Section 4.5 of this Agreement. If any of the privileges or rights created by this Agreement would otherwise

be unlawful or void for violation of: (i) the rule against perpetuities or some analogous statutory provision; (ii) the rule restricting restraints on alienation; or (iii) any other statutory or common law rules imposing time limits, then the affected privilege or right will continue only until 21 years after the death of the last survivor of the now living lawful descendants of the current President of the United States, or for any shorter period that may be required to sustain the validity of the affected privilege or right.

ARTICLE IX THIRD PARTY TRANSACTIONS

9.1 Estoppel Certificate. At any time, and from time to time, either Party may deliver written notice to the other Party requesting that such other Party certify in writing that, to the knowledge of the certifying Party: (i) this Agreement is in full force and effect and a binding obligation of the Parties; (ii) this Agreement has not been amended or modified, or if amended or modified, a description of each such amendment or modification; (iii) the requesting Party is not then in breach of this Agreement, or if in breach, a description of each such breach; and (iv) any other factual matters reasonably requested (an "Estoppel Certificate"). The City Manager or its authorized designee may execute, on behalf of the City, any Estoppel Certificate requested by the Company that is consistent with this Section 9.1. The City acknowledges that an Estoppel Certificate may be relied upon by transferees or successors in interest to the Company and by Mortgagees holding an interest in the Property.

9.2 No Third-Party Beneficiaries. The only parties to this Agreement are the City and the Company. There are no third-party beneficiaries under this Agreement, and except for assignees and successors-in-interests to either Party, this Agreement shall not be construed to benefit or be enforceable by any other party whatsoever.

ARTICLE X DEFAULT AND REMEDIES

10.1 Generally. In the event of a default of this Agreement, the non-defaulting Party shall provide written notice of the default to the defaulting Party and shall specify a period of not less than fifteen (15) days during which the defaulting Party shall have the right to cure such default; provided, however, that such cure period may be extended if (i) the default cannot reasonably be cured within the cure period provided in such notice, (ii) the curing Party notifies the non-defaulting Party of such fact by no later than the end of the cure period provided in the notice, (iii) the curing Party has theretofore been diligent in pursuing the cure and (iv) the curing Party in such extension notice covenants to (and thereafter actually does) diligently pursue the cure to completion. If the defaulting Party fails to cure the default, the non-defaulting Party may either (a) terminate this Agreement and seek damages from the defaulting Party or (b) enforce this Agreement by the remedy of damages or specific performance or both.

10.2 Mutual Waiver of Consequential Damages. Except in the case of gross negligence, bad faith or willful misconduct, for which claims for consequential damages are expressly reserved

by the Parties, each Party hereby waives all claims against the other Party for any consequential or indirect damages that may arise out of or relate to this Agreement.

ARTICLE XI MISCELLANEOUS

11.1 Force Majeure. If due to the occurrence of a Force Majeure Event a Party is unable to meet any obligation hereunder, then the deadline for performing such obligation shall be automatically extended by one (1) day for each day of such Force Majeure Event; provided that such Party shall diligently and in good faith act to the extent within its power to remedy the circumstances of such Force Majeure Event affecting its performance or to complete performance in as timely a manner as is reasonably possible. Notwithstanding the previous sentence, in the event that either Party reasonably determines that a pandemic, including a COVID-19 pandemic, may cause performance under this Agreement by either Party to be temporarily impossible, infeasible, or an unreasonable risk to the public health and welfare, such Party shall immediately provide notice by email and in writing to the other Party. As soon as practicable after receipt of any such notice, the Parties shall confer and cooperate in good faith to agree upon a plan regarding how to address the Parties' obligations under this Agreement in light of the pandemic.

11.2 Recitals. The recitals of this Agreement are material terms hereof and shall be binding upon the Parties.

11.3 Notice. Whenever any notice is required or permitted under this Agreement, it shall be by email and in writing and shall be delivered personally, with acknowledgment of receipt being obtained by the delivering Party, or by U.S. Certified Mail, return receipt requested, or by overnight delivery service by a reliable company, such as Federal Express or United States Parcel Service. Until further notification by written notice in the manner required by this Section 11.3, notices to the Parties shall be delivered as follows:

City: City of DeKalb, Illinois
200 S. 4th Street
DeKalb, IL 60115
Attention: City Manager (bill.nicklas@cityofdekalb.com)
John F. Donahue (jdonahue@drlawpc.com)
Matthew D. Rose (mrose@drlawpc.com)

Company: Ventus Tech Services LLC
c/o Taft Stettinius & Hollister LLP
111 E. Wacker Drive, Suite 2800
Chicago, IL 60601
Attention: Graham C. Grady (ggrady@taftlaw.com)
Anthony R. Licata (alicata@taftlaw.com)
Karl Camillucci (kcamillucci@taftlaw.com)

If notice is given by U.S. Certified Mail, then the notice shall be deemed to have been given on the second (2nd) Business Day after the date the envelope containing the notice is deposited in the U.S. Mail, properly addressed to the Party to whom it is directed, postage prepaid. Notice made by email, personal delivery, or overnight delivery shall be deemed given when received.

11.4 Assignment. The Company may assign its rights and obligations under this Agreement to any (i) affiliate controlling, controlled by or under common control with the Company (and upon such assignment the assigning entity shall be relieved of its covenants, commitments and obligations hereunder) or (ii) subsequent owner of all or any portion of the Property. If the Company sells the Property in its entirety and assigns its rights and obligations hereunder to its successor in title to the Property, then the Company shall be relieved of all of its covenants, commitments and obligations hereunder.

11.5 Run with the Land. This Agreement shall run with the Property and any portion thereof as it may be subdivided or recombined. The Company may record in the Official Records a memorandum of this Agreement setting forth the existence of this Agreement.

11.6 Entire Agreement. The Parties hereby agree that the Pre-Development Agreement dated as of March 9, 2020, between the Parties is hereby terminated, of no further force and effect, and superseded by the provisions of this Agreement. This Agreement, including all Exhibits attached hereto, contains the entire agreement between the Parties regarding the subject matter hereof, and all prior or contemporaneous communications or agreements between the Parties or their respective representatives with respect to the subject matter herein, whether oral or written, are merged into this Agreement and extinguished. No agreement, representation or inducement shall be effective to change, modify or terminate this Agreement, in whole or in part, unless in writing and signed by the Party or Parties to be bound by such change, modification or termination. If any term or provision of this Agreement or any application thereof shall be unenforceable, the remainder of this Agreement and any other application of any such term or provision shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties acknowledge and agree that this Agreement represents a negotiated agreement, having been drafted, negotiated and agreed upon by the Parties and their respective legal counsel. Therefore, the Parties agree that the fact that one Party or the other Party may have been primarily responsible for drafting or editing this Agreement shall not, in any dispute over the terms of this Agreement, cause this Agreement to be interpreted against such Party. It is the Parties' collective intention to encourage, promote and aid the Project so that the opportunities and positive community impacts of the Project are fully realized by the City, its citizens and the Company.

11.7 Waivers. Neither Party may waive any condition or breach of any representation, term, covenant or condition of this Agreement, except in a writing signed by the waiving Party and specifically describing the condition or breach waived. The waiver by either Party of any condition or breach of any representation, term, condition or covenant contained in this Agreement shall not be deemed to be a waiver of any other representation, term, condition or covenant or of any subsequent breach of the same or of any other representation, term, condition or covenant of this Agreement.

Execution Copy

11.8 Governing Law. This Agreement is governed by and shall be construed in accordance with the laws of the State.

11.9 Interpretation. The section headings of this Agreement are for convenience of reference only and shall not be deemed to modify, explain, restrict, alter or affect the meaning or interpretation of any provision hereof. Whenever the singular number is used, and when required by the context, the same includes the plural, and the masculine gender includes the feminine and neuter genders. All references herein to "Section" or "Exhibit" reference the applicable Section of this Agreement or Exhibit attached hereto; and all Exhibits attached hereto are incorporated herein and made a part hereof to the same extent as if they were included in the body of this Agreement. The use in this Agreement of the words "including", "such as" or words of similar import when used with reference to any general term, statement or matter shall not be construed to limit such term, statement or matter to the specific terms, statements or matters, unless language of limitation, such as "and limited to" or words of similar import are used with reference thereto. Rather, such terms shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such term, statement or matter.

11.10 Counterparts. This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the Parties in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A scanned or photocopy signature on this Agreement, any amendment hereto or any notice delivered hereunder shall have the same legal effect as an original signature.

11.11 Business Days. As used herein, the term "Business Day" shall mean a day that is not a Saturday, Sunday or legal holiday in the State. All other references to "days" hereunder shall mean calendar days. If the date for the performance of any covenant or obligation under this Agreement shall fall on a Saturday, Sunday or legal holiday in the State, then the date for performance thereof shall be extended to the next Business Day.

11.12 Effect on Other Vested Rights. This Agreement does not abrogate any rights established or preserved by any applicable law, or by the Water and Sewer Agreement or by any other agreement or contract executed by the City and the Company in connection with the Project, or that have vested or may vest pursuant to common law or otherwise.

11.13 Confidential Information. The Company may designate any trade secrets or confidential business information included in any report or other writing delivered to the City pursuant to or in connection with this Agreement by any method intended to clearly set apart the specific material that the Company claims to be either its trade secrets or confidential business information that, if released, would give an advantage to competitors or result in unfair competitive injury to the Company (such information, collectively, "Confidential Business Information"). For the avoidance of doubt, all building plans shall be deemed Confidential Business Information. The City shall redact or delete any Confidential Business Information from any records it makes available for inspection or of which it provides copies. Within two (2) Business Days following the City's receipt of any request to inspect or obtain copies of public records relating to this Agreement or the Project, the City shall provide written notice of the same to the Company, which

notice shall include a copy of such request. The City shall not allow inspection or provide copies of any such records until the Company shall have had not less than five (5) Business Days (following and excluding the day on which the Company receives such notice) to determine whether to contest the right of any party to inspect or receive copies of such records. Any such action to enjoin the release of Confidential Business Information may be brought in the name of the Company or the City. The costs, damages, if any, and attorneys' fees in any proceeding commenced by the Company or at its request by the City to prevent or enjoin the release of Confidential Business Information in any public records relating to this Agreement or the Project shall be borne by the Company. The Company shall defend and indemnify the City from and against all claims, causes of action, costs, damages, fines, liabilities, penalties, and attorneys' fees arising out of any such proceeding to prevent or enjoin the release of Confidential Business Information.

11.14 Attorneys' Fees. If any action is brought by either Party against the other Party, relating to or arising out of this Agreement or the enforcement hereof, the prevailing Party shall be entitled to recover from the other Party the reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The provisions of this Section 11.14 shall survive the termination of this Agreement and the entry of any judgment and shall not merge, or be deemed to have merged, into any judgment.

11.15 Further Assurances. Upon the request of the other Party, each Party agrees to (i) furnish to the other Party such requested information, (ii) execute and deliver to the other Party such requested documents and (iii) do such other acts and things reasonably required for the purpose of carrying out the intent of this Agreement.

11.16 Waiver of Jury Trial. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (I) ARISING UNDER THIS AGREEMENT OR (II) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO. EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT EITHER PARTY MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS EVIDENCE OF SUCH WAIVER.

11.17 Venue. The sole venues for any causes of action or claims under this Agreement shall be the Circuit Court of DeKalb County, Illinois and the United States District Court for the Northern District of Illinois.

11.18 No Personal Liability. The Parties acknowledge and agree that the individuals who are members of the group constituting the corporate authorities of the City and the members, managers, and directors of the Company are entering into this Agreement in their corporate

Execution Copy

capacities as members of such group and shall have no personal liability in their individual capacities.

[Signatures appear on following page]

CITY:

The City of DeKalb,
a home rule municipal corporation of the State of Illinois

By: _____

Name: _____

Title: _____

[Signature]
Jerry Smith
mayor



ATTEST:

~~City Clerk~~

By: _____

Name: _____

Title: _____

[Signature]
Ruth A. Scott
Executive Assistant

COMPANY:

Ventus Tech Services LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

[Signature]
Pamela A. Jasinski
President & Secretary

EXHIBIT A

PROPERTY

THAT PART OF THE NORTH HALF OF SECTION 2 AND THAT PART OF THE NORTH HALF OF SECTION 1, ALL IN TOWNSHIP 39 NORTH, RANGE 4 EAST, OF THE THIRD PRINCIPAL MERIDIAN, LOCATED IN DEKALB COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND SURVEY NAIL REFERENCING THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 2, PER SURVEY MONUMENT RECORD RECORDED AS DOCUMENT NUMBER 2016-004286 IN THE OFFICE OF THE DEKALB COUNTY RECORDER; THENCE SOUTH 89 DEGREES 38 MINUTES 34 SECONDS EAST (BASIS OF BEARINGS – ILLINOIS STATE PLANE COORDINATES, EAST ZONE (NAD83)) ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 49.06 FEET TO A FOUND ALUMINUM DISK REFERENCING THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 4 EAST, OF THE THIRD PRINCIPAL MERIDIAN, PER SURVEY MONUMENT RECORD RECORDED AS DOCUMENT NUMBER 2016-004285 IN THE OFFICE OF THE DEKALB COUNTY RECORDER; THENCE SOUTH 89 DEGREES 51 MINUTES 16 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2 A DISTANCE OF 45.93 FEET TO THE EASTERN RIGHT OF WAY LINE OF ILLINOIS ROUTE 23, PER THAT TRUSTEES DEED RECORDED AS DOCUMENT NUMBER 1973-375200 IN THE OFFICE OF THE DEKALB COUNTY RECORDER, SAID POINT ALSO BEING THE **POINT OF BEGINNING**; THENCE CONTINUING SOUTH 89 DEGREES 51 MINUTES 16 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2 AND ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2 A DISTANCE OF 2,599.89 FEET TO A FOUND 1 INCH IRON MATCHING THE TIES THAT REFERENCE THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 4 EAST, OF THE THIRD PRINCIPAL MERIDIAN, PER SURVEY MONUMENT RECORD RECORDED AS DOCUMENT NUMBER 2006-020095 IN THE OFFICE OF THE DEKALB COUNTY RECORDER; THENCE SOUTH 89 DEGREES 46 MINUTES 03 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2 AND ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1 A DISTANCE OF 2,646.05 FEET TO A FOUND MAGNAIL REFERENCING THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 4 EAST, OF THE THIRD PRINCIPAL MERIDIAN, PER SURVEY MONUMENT RECORD RECORDED AS DOCUMENT NUMBER 2006-012657 IN THE OFFICE OF THE DEKALB COUNTY RECORDER; THENCE SOUTH 89 DEGREES 42 MINUTES 19 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1 AND ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1 A DISTANCE OF 2,644.80 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 4 EAST, OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 89 DEGREES 41 MINUTES 46 SECONDS EAST ALONG THE NORTH LINE OF THE

NORTHEAST QUARTER OF SAID SECTION 1 A DISTANCE OF 1,322.41 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 1; THENCE SOUTH 00 DEGREES 33 MINUTES 29 SECONDS WEST ALONG THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 1 A DISTANCE OF 2,640.98 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 1; THENCE NORTH 89 DEGREES 32 MINUTES 16 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1 A DISTANCE OF 1,323.96 FEET TO A FOUND 1 INCH IRON PIPE AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE CONTINUING NORTH 89 DEGREES 32 MINUTES 16 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1 A DISTANCE OF 2,650.91 FEET TO A STONE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 1 (REFERENCED BY A FOUND IRON PIPE 0.25 FEET WEST OF THE STONE), PER SURVEY MONUMENT RECORD RECORDED AS DOCUMENT NUMBER 1978-413834 IN THE OFFICE OF THE DEKALB COUNTY RECORDER; THENCE SOUTH 89 DEGREES 57 MINUTES 05 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2 A DISTANCE OF 2,663.19 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 2; THENCE NORTH 00 DEGREES 33 MINUTES 43 SECONDS EAST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2 A DISTANCE OF 907.55 FEET TO THE NORTHEASTERN CORNER OF THE SOUTHERN 55 RODS (907.5 FEET) OF THE NORTHWEST QUARTER OF SAID SECTION 2; THENCE SOUTH 89 DEGREES 57 MINUTES 05 SECONDS WEST ALONG THE NORTHERN LINE OF THE SOUTHERN 55 RODS OF THE NORTHWEST QUARTER OF SAID SECTION 2 A DISTANCE OF 2,606.19 FEET TO A POINT ON THE EASTERN RIGHT OF WAY LINE OF ILLINOIS ROUTE 23, PER THAT TRUSTEES DEED RECORDED AS DOCUMENT NUMBER 1973-375200 IN THE OFFICE OF THE DEKALB COUNTY RECORDER; THENCE NORTH 00 DEGREES 32 MINUTES 30 SECONDS EAST ALONG SAID EASTERN RIGHT OF WAY LINE 698.92 FEET; THENCE NORTH 02 DEGREES 15 MINUTES 43 SECONDS EAST ALONG SAID EASTERN RIGHT OF WAY LINE 1,045.63 FEET TO THE POINT OF BEGINNING, CONTAINING 505.329 ACRES, MORE OR LESS.

EXHIBIT B
FINAL PLAN

OVERALL SITE PLAN

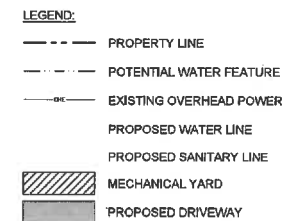
PROJECT VENTUS

JEULI VEN
SALON DE L'INTELLIGENCE

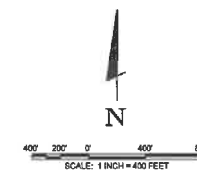
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C1.01

FILE NO. 37144-01










NOTE:
NET AREA OF TRACT: ±504 acres
ZONING: A-1
OFF-STREET PARKING PROVIDED: 220 Spaces



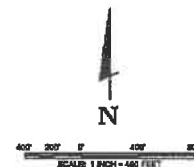
3/27/2020



LEGEND:

- | | |
|-------------------------------------------------------------------------------------|-------------------------|
|  | PROPERTY LINE |
|  | POTENTIAL WATER FEATURE |
|  | EXISTING OVERHEAD POWER |
|  | PROPOSED WATER LINE |
|  | PROPOSED SANITARY LINE |
|  | MECHANICAL YARD |
|  | PROPOSED DRIVEWAY |

NOTE:
NET AREA OF TRACT: 4504 sqm
ZONING: A-1
OFF-STREET PARKING PROVIDED: 220 Spaces



3/27/2020

BARGE
DESIGN SOLUTIONS

EXHIBIT FOR
COURT
PURPOSES ONLY

OVERALL SITE PLAN

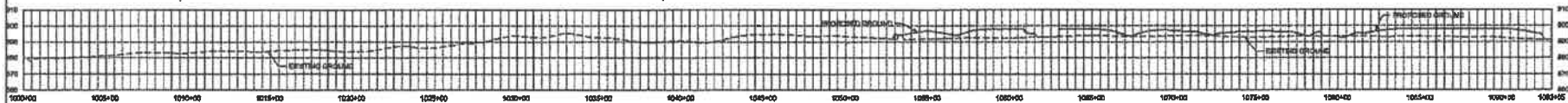
PROJECT VENTUS

DEKALB, ALABAMA 36019

C1.01

FILE NO. 37144-01

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RW PROFILE STA 1000+00 TO 1080+00
SCALE: 1"=100' H
1"=30' V



NB PROFILE STA 1000+00 TO 1025+00
SCALE: 1"=100' H
1"=30' V



3/27/2020

BARGE
DESIGN SOLUTIONS

DESIGN FOR
OILFIELD
PURPOSES ONLY

PRELIMINARY SITE CROSS SECTIONS

PROJECT VENTUS
ESCALA, LINCOLN 80115

C1.02
FILE NO. 37144-01

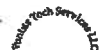


3/27/2020

3100 CROWN RD
 WILSON NJ 07090

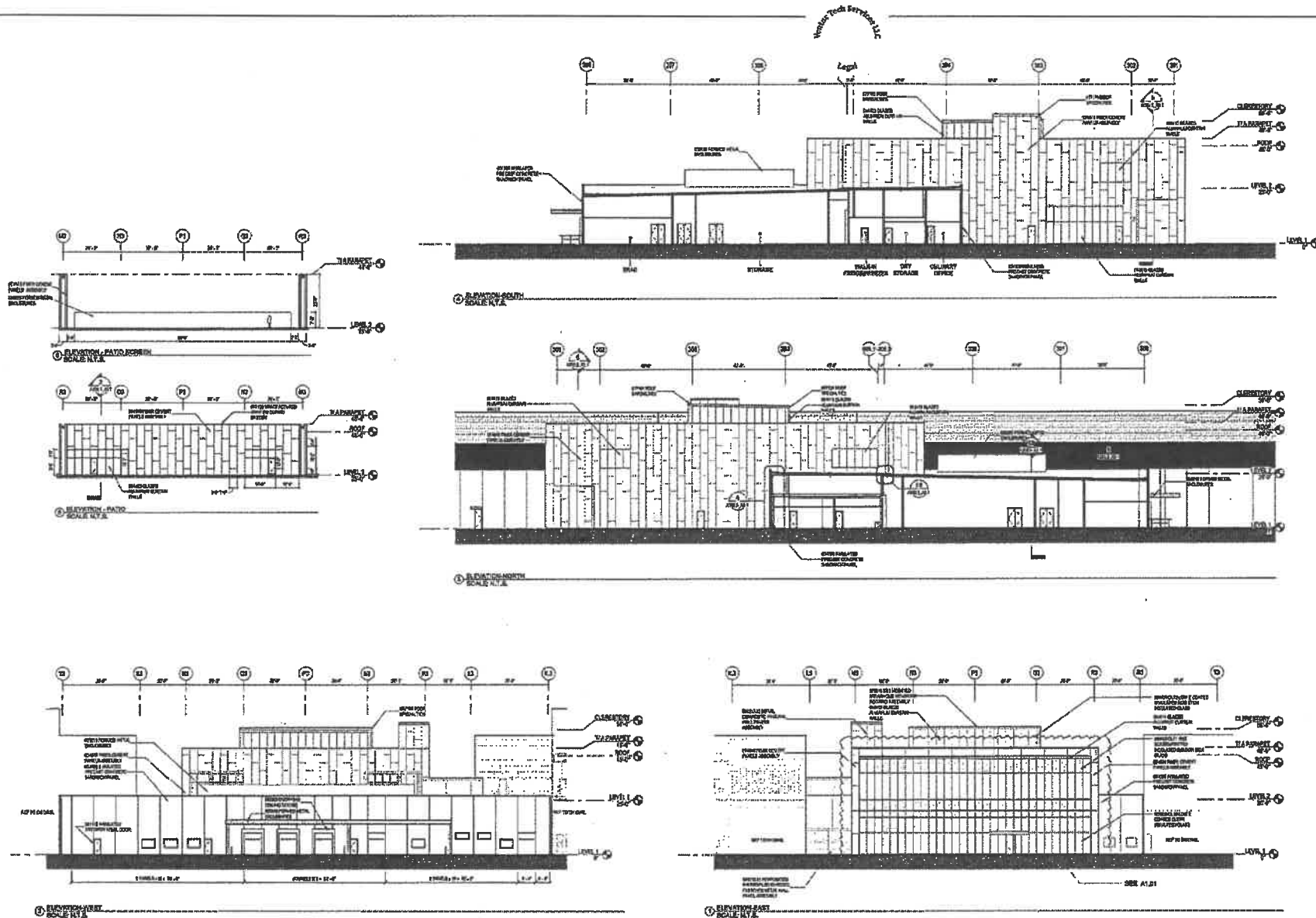
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Professor Emerita of the University of Illinois at Chicago, Chicago, IL 60607. Her research interests are in the area of the development of the human brain and the role of the environment in the development of the human brain.

FILE: C:\PROJECTS\HOSPITAL\HOSPITAL_ARCH\HOSPITAL_ARCH.dwg



BARGE
DESIGN SOLUTIONS

EXHIBIT FOR
DISSEMINATION
PURPOSES ONLY

SAMPLE BUILDING ELEVATIONS

PROJECT VENTUS
DESIGN LINE 6015

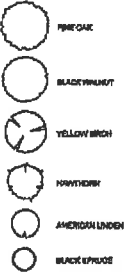
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FILE NO. 37144-01

3/27/2020

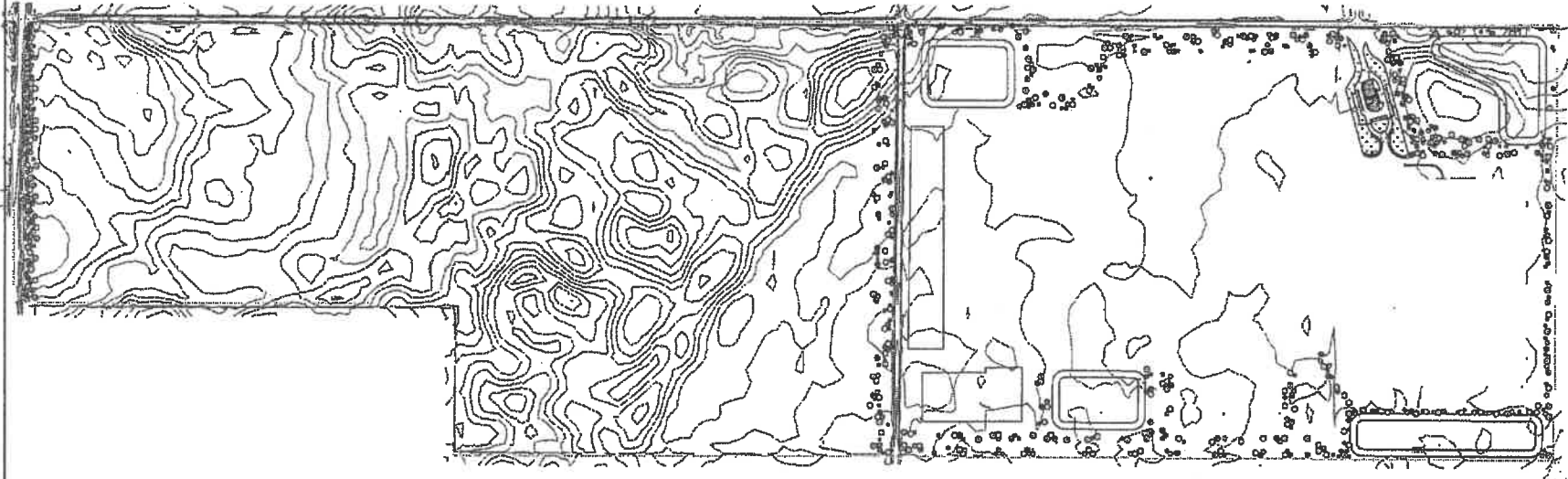
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SYMBOL LEGEND



CONCEPTUAL PLANT SCHEDULE

#	QTY	SYMBOLICAL NAME	COMMON NAME
25	25	Pinus strobus	American White Pine
26	25	Pinus resinosa	Black Spruce
27	25	Pinus strobus	Black Spruce
28	25	Pinus strobus	Black Spruce
29	25	Pinus strobus	Black Spruce
30	25	Pinus strobus	Black Spruce
31	25	Pinus strobus	Black Spruce
32	25	Pinus strobus	Black Spruce
33	25	Pinus strobus	Black Spruce
34	25	Pinus strobus	Black Spruce
35	25	Pinus strobus	Black Spruce
36	25	Pinus strobus	Black Spruce
37	25	Pinus strobus	Black Spruce
38	25	Pinus strobus	Black Spruce
39	25	Pinus strobus	Black Spruce
40	25	Pinus strobus	Black Spruce
41	25	Pinus strobus	Black Spruce
42	25	Pinus strobus	Black Spruce
43	25	Pinus strobus	Black Spruce
44	25	Pinus strobus	Black Spruce
45	25	Pinus strobus	Black Spruce
46	25	Pinus strobus	Black Spruce
47	25	Pinus strobus	Black Spruce
48	25	Pinus strobus	Black Spruce
49	25	Pinus strobus	Black Spruce
50	25	Pinus strobus	Black Spruce



3/27/2020

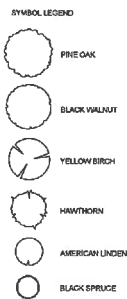
BARGE
DESIGN SOLUTIONS

DESIGN FOR
CONSTRUCTION
PLANTING ONLY

LANDSCAPE DETAILS

PROJECT VENTUS
OFFICE LUNDS 0015

A1.05
FILE NO. 3714401



CONCEPTUAL PLANT SCHEDULE			
#	KEY	BOTANICAL NAME	COMMON NAME
254	AL	<i>Tilia americana</i>	American Linden
101	GS	<i>Platanus mexicana</i>	Black Platanus
133	BW	<i>Azadirachta indica</i>	Black Walnut
27	GB	<i>Salvia rosmarinifolia</i>	Gray Salvia
97	DT	<i>Dracopis</i>	Heavenly
102	PO	<i>Quercus palustris</i>	Pin Oak
19	VB	<i>Salvia elaeagnifolia</i>	Yellow Salvia
762			

[illegible]

A1.05
FILE NO. 37144-01

LANDSCAPE DETAILS

PROJECT VENTUS
CEKALB, ILLINOIS 60115

**EXHIBIT FOR
DILIGENCE
PURPOSES ONLY**

BARGE
DESIGN SOLUTIONS

John C. Gentry, *University of Kentucky* and *University of Tennessee*
 10/20/2006, 10:00 AM EDT #1 of 2006-10-20

EXHIBIT C

FINAL PLAT

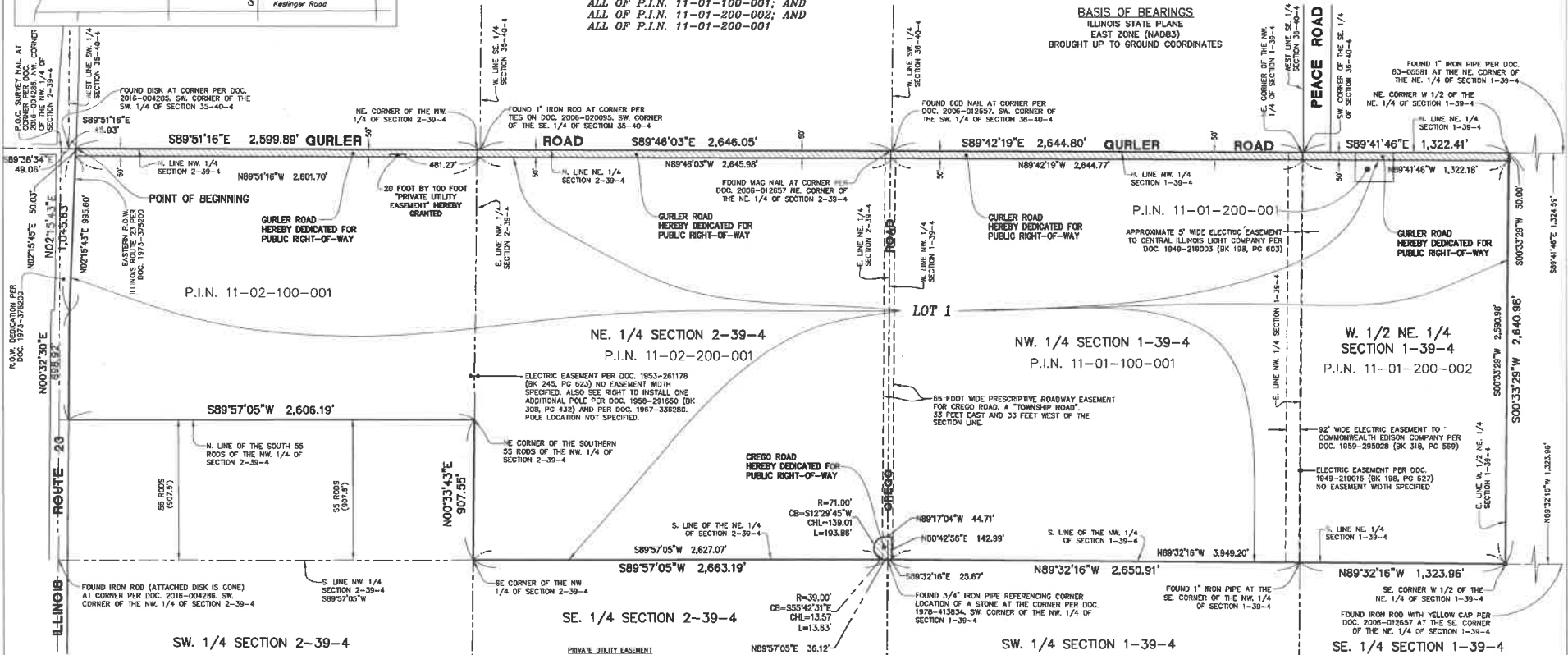
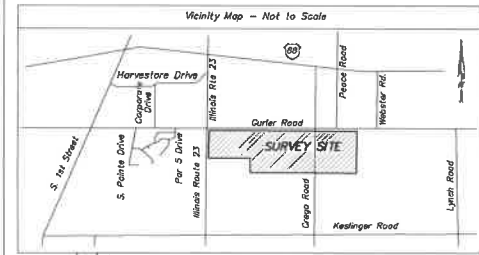
FINAL PLAT OF SUBDIVISION OF DEKALB SUBDIVISION

OF THAT PART OF THE NORTH HALF OF SECTION 2 AND THAT PART OF THE NORTH HALF OF SECTION 1, ALL
IN TOWNSHIP 39 NORTH, RANGE 4 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN DEKALB COUNTY, ILLINOIS.

ALL OF P.I.N. 11-02-100-001; AND
ALL OF P.I.N. 11-02-200-001; AND
ALL OF P.I.N. 11-01-100-001; AND
ALL OF P.I.N. 11-01-200-002; AND
ALL OF P.I.N. 11-01-200-001

GRAPHIC SCALE 1"=300'
0 150' 300' 600'

BASIS OF BEARINGS
ILLINOIS STATE PLANE
EAST ZONE (NAD83)
BROUGHT UP TO GROUND COORDINATES



The City of DeKalb, a body politic duly formed and organized under the laws of the State of Illinois, ("Grantor") does hereby convey and grant to Ventus Tech Services LLC ("Grantee"), a permanent exclusive utility easement (the "Easement") in, through, under, upon, over, across, along, and throughout that area designated as "Private Utility Easement" or "P.U.E." on this Final Plat of Subdivision (the "Easement Area"). The Easement is granted to install, construct, renew, operate, maintain, repair, reconstruct, relocate, extend, support and monitor any permanent utilities and related improvements and appurtenances that are necessary, in Grantee's sole discretion, to facilitate operations of the property located at 2050 Currier Rd., DeKalb, Illinois (the "Property"). The right is also granted to Ventus Tech Services LLC to cut, trim or remove trees, bushes, fences, and signs as may be reasonably required incident to the rights herein granted, to temporarily store materials and operate equipment within the Easement Area during periods of construction, maintenance, repair, and/or replacement, if necessary, provided that the temporary storage and operation of equipment does not materially interfere with or materially adversely impact Grantee's use or operation of the Easement Area.

The Easement granted herein is exclusive, and the Grantor retains and reserves the right to use the Easement Area (shown and below the surface) for any purposes which do not interfere with the use of the Easement Area for the purposes for which the easement right described herein is granted, such reservation to include the installation, construction, maintenance and operation of landscaping, parking area, driveways, curbing, catch and related improvements, and installation, operation and maintenance of underground utilities. Any work authorized under the Easement shall be performed by the Grantee in a good and workmanlike manner and in compliance with all applicable laws and rules promulgated by the relevant regulatory agencies. The Grantee shall further exercise any rights granted herein with best efforts so as to avoid or minimize any interference with the public infrastructure and use of the Grantor's land and of any improvements thereon. Upon completion of any such work, the Grantee shall restore any paved surfaces or other improvements on the surface of the easement area, and otherwise return the Property to substantially the same condition as existed prior to such work. In the event any mechanical items or maintenance items are filed against the Grantor's property or any part thereof, as a result of the operation, repair, maintenance, or replacement of utility improvements, or as a result of any other work or activity performed by the Grantee pursuant to the rights granted herein, the Grantee shall pay the underlying claim, and/or take such other action, in order to cause such claim to be immediately discharged of record.

The Grantor specifically reserves unto itself the fee simple title to that area designated as Currier Road on this Final Plat of Subdivision subject only to the Easement described herein. Grantor is aware of and waives its right provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and Grantor further agrees that it is retaining full and reasonable compensation for the Easement.

NOTES

5/8" x 24" IRON RODS WITH CAP WILL BE SET AT ALL LOT CORNERS UNLESS OTHERWISE NOTED.

DOC. IDENTIFY DOCUMENT
F.I.P. DENOTES FOUND IRON PIPE
F.A.R. DENOTES FOUND IRON ROD
NE. DENOTES NAD83
P.O.B. DENOTES POINT OF BEGINNING
P.A.C. DENOTES POINT OF COMMENCEMENT
R.O.W. DENOTES RIGHT-OF-WAY

AREA SUMMARY		
LOT 1	21,537.082 SF	494.423 AC ±
CURLER ROAD DEDICATION	460.694 SF	10.576 AC ±
CURLER ROAD DEDICATION	14,368.52 SF	0.330 AC ±
TOTAL	22,012.144 SF	505.329 AC ±

Survey No.:	D 400 J
Order By:	Burge Design Solutions
Description:	Plat of Subdivision
Date Prepared:	March 18, 2020
Scale:	1" = 300'

REVISED: 04-20-2020 - PER CLIENT COMMENTS
REVISED: 04-03-2020 - PER CITY REVIEW COMMENTS

JACOB & HEFNER
A S & C O F L A T T E R S
1333 Parkview Road, Suite 200, DeKalb County, IL 60151
708.245.1515 (office) 708.245.1515 (cell) 708.245.1515 (fax)
www.jacobandhefner.com
Illinois Professional Land Surveyor
License No. 014-0015731 exp. 6/30/21

Vertical Tech Services, LLC

FINAL PLAT OF SUBDIVISION
OF

DEKALB SUBDIVISION

OF THAT PART OF THE NORTH HALF OF SECTION 2 AND THAT PART OF THE NORTH HALF OF SECTION 1, ALL
IN TOWNSHIP 39 NORTH, RANGE 4 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN DEKALB COUNTY, ILLINOIS.

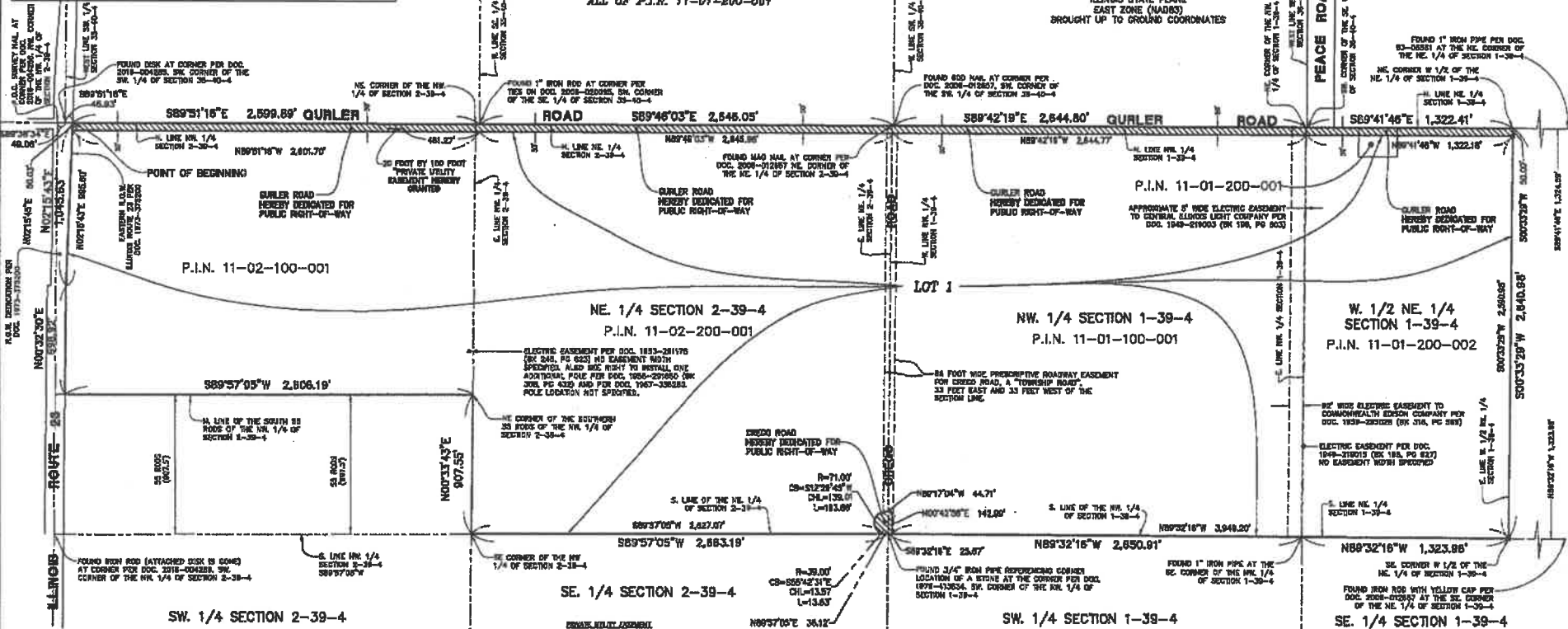
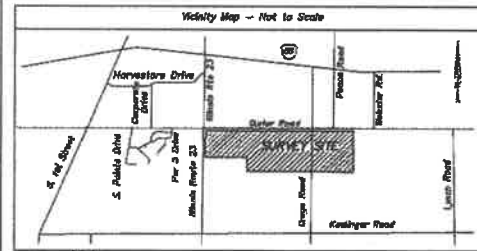
ALL OF P.I.N. 11-02-100-001; AND
ALL OF P.I.N. 11-02-200-001; AND
ALL OF P.I.N. 11-01-100-001; AND
ALL OF P.I.N. 11-01-200-002; AND
ALL OF P.I.N. 11-01-200-001

Legal

GRAPHIC SCALE 1"=200'

ILLINOIS STATE PLANE

EAST ZONE (NAD83)
BROUGHT UP TO GROUND COORDINATES



The City of Dekalb, a body politic duly formed and organized under the laws of the State of Illinois, ("Dekalb") does hereby convey and grant to Vertical Tech Services, LLC ("Vertical"), a permanent easement in the County of Dekalb, Illinois, for the purpose of installing, maintaining, repairing, and replacing overhead and underground utility lines, structures, and appurtenances, including but not limited to poles, towers, and other structures, and for the purpose of installing, maintaining, repairing, and replacing overhead and underground utility lines, structures, and appurtenances, including but not limited to poles, towers, and other structures, and for the purpose of installing, maintaining, repairing, and replacing overhead and underground utility lines, structures, and appurtenances, including but not limited to poles, towers, and other structures.

The easement granted herein is to be used for the purpose of installing, maintaining, repairing, and replacing overhead and underground utility lines, structures, and appurtenances, including but not limited to poles, towers, and other structures, and for the purpose of installing, maintaining, repairing, and replacing overhead and underground utility lines, structures, and appurtenances, including but not limited to poles, towers, and other structures, and for the purpose of installing, maintaining, repairing, and replacing overhead and underground utility lines, structures, and appurtenances, including but not limited to poles, towers, and other structures.

The easement granted herein is to be used for the purpose of installing, maintaining, repairing, and replacing overhead and underground utility lines, structures, and appurtenances, including but not limited to poles, towers, and other structures, and for the purpose of installing, maintaining, repairing, and replacing overhead and underground utility lines, structures, and appurtenances, including but not limited to poles, towers, and other structures, and for the purpose of installing, maintaining, repairing, and replacing overhead and underground utility lines, structures, and appurtenances, including but not limited to poles, towers, and other structures.

REVISION 04-23-2020 -- PER CLIENT COMMENTS
REVISION 04-23-2020 -- PER CITY REVIEW COMMENTS

JACOB & HEFNER
A S O C I A T E S
1100 S. WILSON ROAD, SUITE 100, DEKALB, ILLINOIS 60155
TEL: 630-244-1100 FAX: 630-244-1101
WWW.JACOBANDHEFNER.COM

NOTES:
1. ALL 10' WIDE EASEMENTS WITH CAP SHALL BE SET AT
ALL LOT CORNERS UNLESS OTHERWISE NOTED.

NO. DATED 04/23/2020
BY: JACOB & HEFNER
FOR: VERTICAL TECH SERVICES, LLC
FILED: DEKALB COUNTY CLERK
DATE: 04/23/2020
TIME: 2:00 PM
BOOK: 11-01-200-001
PAGE: 1

AREA SUMMARY		
LOT 1	21,537,082 SF	494,423 AC ±
GURLER ROAD DEDICATION	400,594 SF	9.197 AC ±
PEACE ROAD DEDICATION	14,385 SF	0.328 AC ±
TOTAL	22,012,144 SF	483,949 AC ±

Survey By:	J & H
Ordered By:	Vertical Tech Services, LLC
Drawn/Plotted:	Mark A. Hefner
Date Prepared:	March 28, 2020
Scale:	1" = 200'

ALL OF P.I.N. 11-02-100-001; AND
ALL OF P.I.N. 11-02-200-001; AND
ALL OF P.I.N. 11-01-100-001; AND
ALL OF P.I.N. 11-01-200-002; AND
ALL OF P.I.N. 11-01-200-001

FINAL PLAT OF SUBDIVISION OF DEKALB SUBDIVISION

OF THAT PART OF THE NORTH HALF OF SECTION 2 AND THAT PART OF THE NORTH HALF OF SECTION 1, ALL
IN TOWNSHIP 39 NORTH, RANGE 4 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN DEKALB COUNTY, ILLINOIS.

CERTIFICATE OF OWNER

STATE OF _____ } SS
COUNTY OF _____ }

This is to certify that Veritas Tech Services LLC, a Delaware limited liability company is the owner of the property described herein and has caused the same to be surveyed, subdivided, platted, and recorded as indicated thereon, for the uses and purposes therein set forth, and does hereby acknowledge and adopt the same under the style and title hereon indicated.

this _____ day of _____, 2020.

SCHOOL DISTRICT STATEMENT

Pursuant to Section 1.005 of the Plat Act, 765 ILCS 205, this Document shall serve as the School District Statement. To the best of the owner's knowledge the School District(s) in which the tract of land lies, is in the following School District(s):

DeKalb Community School District #426
901 S. 4th Street
DeKalb, Illinois 60115

Veritas Tech Services LLC, a Delaware limited liability company

(SIGNATURE)

By: (PRINTED)

Its: (TITLE)

Owner Address:
Veritas Tech Services LLC
c/o Telford Stettin & Hollister LLP
111 E. Wacker Drive
Suite 2900
Chicago, Illinois 60601-3713

CERTIFICATE OF NOTARY

STATE OF _____ } SS
COUNTY OF _____ }

The foregoing Owner's Certificate was acknowledged before me this _____ day of _____, 2020.

by _____ the _____ of Veritas Tech Services LLC.

(Notary Public)

CERTIFICATE OF CITY ENGINEER

STATE OF ILLINOIS } SS
COUNTY OF DEKALB }

All required public improvements including streets, sidewalks, sanitary sewers, storm sewers, watermain, and drainage structures have been built, as required, or have been provided for by bond contract OR irrevocable letter of credit to my approval.

Approved this _____ day of _____, 2020.

By: _____

City Engineer
(PLEASE SIGN & PRINT)

CERTIFICATE OF CITY COUNCIL

STATE OF ILLINOIS } SS
COUNTY OF DEKALB }

This is to certify that the attached plat was approved by the Mayor and City Council of the City of DeKalb, DeKalb County, Illinois.

on this _____ day of _____, 2020.

By: _____ Attest: _____

Mayor
(PLEASE SIGN & PRINT)

City Clerk
(PLEASE SIGN & PRINT)

CERTIFICATE OF COUNTY CLERK

STATE OF ILLINOIS } SS
COUNTY OF DEKALB }

I, _____, as County Clerk of DeKalb County, Illinois, do hereby certify that there are no delinquent general taxes, no unpaid current general taxes, no unpaid special taxes, no unpaid forfeited taxes and no redeemable tax sales against any of the property described herein.

I further certify that I have received all statutory fees in connection with the property described herein.

Given under my hand and seal of the County Clerk at: _____, Illinois.

This _____ day of _____, 2020.

By: _____

DeKalb County Clerk
(PLEASE SIGN & PRINT)

CERTIFICATE OF CITY PLANNING AND ZONING COMMISSION

STATE OF ILLINOIS } SS
COUNTY OF DEKALB }

This is to certify that the attached plat was approved by the Planning and Zoning Commission of the City of DeKalb, DeKalb County, Illinois.

on this _____ day of _____, 2020.

By: _____

Chairman of the Planning and Zoning Commission
(PLEASE SIGN & PRINT)

COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DEKALB }

PLAT CABINET _____

SUITE NO. _____

This instrument number _____

was filed for record in the Recorder's Office of DeKalb County, Illinois.

This _____ day of _____, 2020.

at _____ o'clock _____

DeKalb County Recorder
(PLEASE SIGN & PRINT)

ILLINOIS DEPARTMENT OF TRANSPORTATION CERTIFICATE

THIS PLAT HAS BEEN APPROVED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION WITH RESPECT TO ROADWAY ACCESS PURSUANT TO SECTION 2 OF "AN ACT TO REUSE THE LAW IN RELATION TO PLATS", AS AMENDED, A PLAT THAT MEETS THE REQUIREMENTS CONTAINED IN THE DEPARTMENT'S "POLICY ON PERMITS FOR ACCESS OVERWAYS TO STATE HIGHWAYS" WILL BE REQUIRED BY THE DEPARTMENT.

DATE _____ DISTRICT ENGINEER _____

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

I, Timothy G. Wolfe, Illinois Professional Land Surveyor, No. 35-003535, do hereby certify that at the request of the owners thereof, I have surveyed and subdivided into one lot and dedicated rights-of-way the herein described land:

THAT PART OF THE NORTH HALF OF SECTION 2 AND THAT PART OF THE NORTH HALF OF SECTION 1, ALL IN TOWNSHIP 39 NORTH, RANGE 4 EAST, OF THE THIRD PRINCIPAL MERIDIAN, LOCATED IN DEKALB COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND SURVEY NAIL REFLECTING THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 2, PER SURVEY MONUMENT RECORD RECORDED AS DOCUMENT NUMBER 2016-004086 IN THE OFFICE OF THE DEKALB COUNTY RECORDER, THENCE SOUTH 89 DEGREES 30 MINUTES 34 SECONDS EAST (BASIS OF BEARINGS - ILLINOIS STATE PLANE COORDINATES, EAST ZONE (NAD83)) ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 46.05 FEET TO A FOUND ALUMINUM DISK REFLECTING THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 4 EAST, OF THE THIRD PRINCIPAL MERIDIAN, PER SURVEY MONUMENT RECORD RECORDED AS DOCUMENT NUMBER 2016-004285 IN THE OFFICE OF THE DEKALB COUNTY RECORDER, THENCE SOUTH 89 DEGREES 51 MINUTES 16 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 46.83 FEET TO THE EASTERN RIGHT OF WAY LINE OF ILLINOIS ROUTE 23, PER THAT TRUSTEES DEED RECORDED AS DOCUMENT NUMBER 1973-375200 IN THE OFFICE OF THE DEKALB COUNTY RECORDER, SAID POINT ALSO BEING THE POINT OF BEGINNING, THENCE CONTINUING SOUTH 89 DEGREES 51 MINUTES 16 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2 AND ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2, A DISTANCE OF 2,640.28 FEET TO A FOUND 1 INCH IRON MATCHING THE TIES THAT REFERENCE THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 4 EAST, OF THE THIRD PRINCIPAL MERIDIAN, PER SURVEY MONUMENT RECORD RECORDED AS DOCUMENT NUMBER 2008-020095 IN THE OFFICE OF THE DEKALB COUNTY RECORDER, THENCE SOUTH 89 DEGREES 40 MINUTES 05 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2 AND ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1, A DISTANCE OF 2,640.05 FEET TO A FOUND MAGNAN REFLECTING THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 4 EAST, OF THE THIRD PRINCIPAL MERIDIAN, PER SURVEY MONUMENT RECORD RECORDED AS DOCUMENT NUMBER 2008-020097 IN THE OFFICE OF THE DEKALB COUNTY RECORDER, THENCE SOUTH 89 DEGREES 42 MINUTES 19 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1 AND ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1, A DISTANCE OF 2,644.80 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 4 EAST, OF THE THIRD PRINCIPAL MERIDIAN, THENCE SOUTH 89 DEGREES 41 MINUTES 40 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1, A DISTANCE OF 1,322.41 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 1, THENCE SOUTH 00 DEGREES 33 MINUTES 29 SECONDS WEST ALONG THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 1, A DISTANCE OF 2,640.28 FEET TO THE SOUTHWEST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 1, THENCE NORTH 89 DEGREES 32 MINUTES 16 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1, A DISTANCE OF 1,323.90 FEET TO A FOUND 1 INCH IRON PIPE AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 1, THENCE CONTINUING NORTH 89 DEGREES 32 MINUTES 16 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1, A DISTANCE OF 2,650.91 FEET TO A STONE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 1 (REFLECTED BY A FOUND IRON PIPE 0.75 FEET WEST OF THE STONE), PER SURVEY MONUMENT RECORD RECORDED AS DOCUMENT NUMBER 1978-41934 IN THE OFFICE OF THE DEKALB COUNTY RECORDER, THENCE SOUTH 89 DEGREES 57 MINUTES 05 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 2,640.19 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 2, THENCE NORTH 00 DEGREES 33 MINUTES 43 SECONDS EAST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 407.55 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST 66 RODS (602.5 FEET) OF THE NORTHWEST QUARTER OF SAID SECTION 2, THENCE SOUTH 89 DEGREES 57 MINUTES 05 SECONDS WEST ALONG THE NORTHERN LINE OF THE SOUTHWEST 66 RODS OF THE NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 2,606.19 FEET TO A POINT ON THE EASTERN RIGHT OF WAY LINE OF ILLINOIS ROUTE 23, PER THAT TRUSTEES DEED RECORDED AS DOCUMENT NUMBER 1973-375200 IN THE OFFICE OF THE DEKALB COUNTY RECORDER, THENCE NORTH 00 DEGREES 32 MINUTES 30 SECONDS EAST ALONG SAID EASTERN RIGHT OF WAY LINE 608.92 FEET, THENCE NORTH 02 DEGREES 15 MINUTES 43 SECONDS EAST ALONG SAID EASTERN RIGHT OF WAY LINE 1,045.83 FEET TO THE POINT OF BEGINNING, CONTAINING 505.329 ACRES, MORE OR LESS.

I further certify that the plat hereon drawn is a correct representation of said survey and subdivision which was prepared in compliance with the laws of the State of Illinois.

I further certify that the property described and shown on the plat hereon drawn is within the corporate limits of the City of DeKalb, Illinois which has adopted a city plan and is exercising the special powers authorized by Division 12 of Article 11 of the Illinois Municipal Code.

I further certify that according to a scaled interpretation of the Federal Emergency Management Agency Flood Insurance Rate Map for DeKalb County, Illinois, and Incorporated Areas, having Map Number 17037C0244E and 17037C0272E, with effective dates of September 21, 2000, and Map Revised dates of January 2, 2000, all of the subject property appears to be located in Zone "X" (Areas determined to be outside the 0.25 percent chance floodplain).

Given under my hand and seal this 10th day of March in the Year 2020.

Timothy G. Wolfe
Illinois Professional Land Surveyor No. 35-003535
Jacob & Heffner Associates
My License Expires September 30, 2020



REVISED: 04-30-2020 - PER CLIENT COMMENTS
REVISED: 04-03-2020 - PER CITY REVIEW COMMENTS



Survey No.:	D 480 J
Ordered By:	Burge Design Solutions
Description:	Plat of Subdivision
Date Prepared:	March 10, 2020
Scale:	1" = 1/4" N/A
Drawn By:	THG
Reviewed By:	THG/THG

Sheet 2 of 2

EXHIBIT D
ZONING APPROVAL ORDINANCE

ORDINANCE 2020-

PASSED:

APPROVING THE ZONING PETITION OF VENTUS TECH SERVICES, LLC TO REZONE CERTAIN PROPERTY TO PD-I PLANNED DEVELOPMENT INDUSTRIAL AND TO APPROVE PLANS AND PLAT OF SUBDIVISION FOR THE DEVELOPMENT OF AN APPROXIMATELY 970,000 SQUARE FOOT DATA CENTER AND ACCESSORY USES WITH AN OPTION TO DEVELOP ADDITIONAL DATA CENTER BUILDINGS AND ASSOCIATED DEVELOPMENTS AND APPROVING THE ZONING PETITION OF THE CITY OF DEKALB TO AUTHORIZE TEXT AMENDMENTS TO CHAPTER 23 "UNIFIED DEVELOPMENT ORDINANCE" OF THE MUNICIPAL CODE OF THE CITY OF DEKALB TO ADD "DATA CENTER" INTO THE LIST OF PERMITTED USES ALLOWED WITHIN THE CITY'S INDUSTRIAL ZONING DISTRICTS (PROJECT VENTUS)

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

WHEREAS, Ventus Tech Services, LLC (the "Owner") is the owner of property legally described in Exhibit A attached hereto and incorporated herein (the "Property"); and

WHEREAS, the Owner has petitioned the City to annex the Property and, upon annexation of the Property, to: (1) rezone the Property from the "SRF1" Single-Family Residential District to the PD-I Planned Development – Industrial District (the "Rezoning"); (2) approve the preliminary and final development plans attached hereto and incorporated herein as Exhibit B (the "Plans") for an industrial planned development (the "Planned Development") on the Property authorizing the construction of an approximately 970,000 square-foot data center building and associated improvements, components, infrastructure, equipment, and certain accessory uses or buildings, all as depicted on the Plans (collectively, the "Data Center Building and Improvements"); and, (3) the approval of certain zoning and development standards set forth on Exhibit C attached hereto and incorporated herein (the "Development Standards") to authorize the construction on the Property, at the Owner's option, of additional data center buildings and associated improvements, components, infrastructure, equipment, and certain accessory uses or buildings (the "Additional Buildings and Improvements") that the City Manager determines comply with the Development Standards and which may be developed "as of right" within the Planned Development (collectively, the Data Center Building and Improvements and any Additional Buildings and Improvements are the "Development"), all in accordance with the Annexation and Development Agreement dated April 27, 2020 between the City and the Owner approved by Ordinance 2020-023 (the "Annexation Agreement"); and



WHEREAS, in connection with the Planned Development, the Owner has further requested the approval of a Plat of Subdivision attached hereto and incorporated herein as Exhibit D (the "Plat of Subdivision") and a Schematic Engineering Plan attached hereto and incorporated herein as Exhibit E (the "Schematic Engineering Plan"); and

WHEREAS, the City desires to amend various provisions of its Unified Development Ordinance (the "UDO") to: (1) add a "data center" into the list of permitted uses allowed within the City's industrial zoning districts; and, (2) allow additional minor changes to final development plans as more fully described in Exhibit F attached hereto and incorporated herein (the "Text Amendments"); and

WHEREAS, on April 22, 2020, upon providing due notice, the City and Owner conducted all required public hearings before the City's Planning and Zoning Commission regarding the Text Amendments and the Property's Rezoning, the Planned Development, the Plans, the Plat of Subdivision, and the Development; and

WHEREAS, the City's Planning and Zoning Commission recommended the approval of the Text Amendments and the Property's Rezoning, the Planned Development, the Plans, the Plat of Subdivision, and the Development; and

WHEREAS, on April 27, 2020, the City's corporate authorities adopted Ordinance 2020 - _____, which annexed the Property into the corporate boundaries of the City; and

WHEREAS, the City's corporate authorities adopt the findings of fact and recommendation of the City's Planning and Zoning Commission, and further find that the Property's Rezoning, the Planned Development, the Plans, the Plat of Subdivision, and the Development conform to the applicable zoning factors contained therein for the following reasons:

FINDINGS OF FACT - REZONING

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

The 2005 Comprehensive Plan recommends Office/Research, Light Industrial and Commercial uses for the Property. An approximately 1,222,400 sq. ft. food distribution center is under construction just to the north of the Property along Gurler Road and will also include a future 466,560 sq. ft. packaging center. Additional acreage for future manufacturing, distribution, office/research and technology uses are available in the areas to the north of the Property. The rezoning of the Property to the PD-I Planned Development – Industrial District and the approval of a data center meets the intent of the City's 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 Property to the PD-I Planned Development District and the development of a data center will allow the Development to comply with the regulations of the UDO and the Development Standards made part of the annexation and development agreement. The PD-I zoning classification, as provided under the UDO, is the most appropriate zoning classification for the Property and provides the opportunity for the City to more directly shape the development, use and appearance of the Property. In addition, the Planned Development zoning allows the Owner flexibility in integrating public capital facilities, construction schedules and phasing of the development.

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

The property to the north of the site along Gurler Road, between Rt. 23 and Crego Road is being developed with an approximately 1,222,400 sq. ft. food distribution center and future 466,560 sq. ft. packaging center. Areas to the east, south and west are agricultural uses with some single-family homes to the west of the site along Rt. 23. The proposed zoning and land use are consistent with and compatible with the surrounding area and the City's Comprehensive Plan. The proposed rezoning to PD-I Planned Development Industrial District and the development of a data center will not have a detrimental effect on the adjacent properties or land uses. In fact, the extension of utilities and upgrading of roadways will appreciably increase the value of adjacent farm parcels for future development.

Although Crego Road is planned to be vacated between Gurler Road and the southern limits of the Property with the proposed Development, there are plans to construct a new north-south roadway just to the east of the site between Gurler Road and Keslinger Road. The City will be using monies from the State's 2019 Capital Projects Fund to help pay for the new one-mile roadway which will include a 66-foot-wide right-of-way and two 12-foot driving lanes. This new roadway will allow for a new means of access from Peace Road and Gurler Road to areas south of the Property.

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 Property is proposed for PD-I Planned Development – Industrial zoning. The PD-I district designation and development of a data center will allow the site to be compatible with the surrounding area. In addition, the data center will allow for the continuation of an area with high quality development under the PD-I classification and which is consistent with the Comprehensive Plan recommendations.

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

The Property is in close proximity to the full interchange access of Peace Road and I-88. Gurler Road, Rt. 23 and Peace Road will be improved to accommodate the proposed development and provide for efficient means of access for the data center. A new roadway will be constructed just to the east of the Property and allow for a new means of access from Peace Road and Gurler Road to areas south of the Property. Sanitary sewer and watermain will be extended to the site in conjunction with the development of the Ferrara Candy Company site to the north and will provide connections to the Property. A separate water agreement will be provided that will ensure adequate and reliable water will be provided to the site. Stormwater management facilities will be constructed on the Property per the requirements of the Unified Development Ordinance. Electrical power is readily available and more than adequate to provide the needs for the proposed data center; and

WHEREAS, the City's corporate authorities find that the approval of the Text Amendments and the Property's Rezoning, the Planned Development, the Plans, the Plat of Subdivision, and the Development is in the City's best interests and promotes the public health, safety and welfare;

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

Section 1: Recitals. The recitals to this Ordinance are true, material, adopted, and incorporated herein as Section 1 to this Ordinance.

Section 2: Text Amendments Approved. The City's corporate authorities approve the Text Amendments in Exhibit F attached hereto and incorporated herein to this Ordinance.

Section 3: Rezoning Approved. The City's corporate authorities approve the Property's Rezoning from the SRF1 Single-Family Residential District to the PD-I Planned Development Industrial District and hereby authorize the City Manager to amend the "Official Zoning Map" of the City to depict the Property as located within the PD-I Planned Development Industrial District.

Section 4: Planned Development Approved.

A. Approval of Plans. The City's corporate authorities approve the Plans attached hereto and incorporated herein as Exhibit B to this Ordinance as the preliminary and final development plans for the Property and the Planned Development.

B. Approval of Development Standards. The City's corporate authorities approve the Development Standards attached hereto and incorporated herein as Exhibit C to this Ordinance.

Section 5: Plat of Subdivision Approved.

A. Approval of Preliminary and Final Plat. The City's corporate authorities approve the Plat of Subdivision attached hereto and incorporated herein as Exhibit D to this Ordinance as the preliminary and final plat of subdivision for the Property, and

further authorize and direct the City's Planning and Zoning Commission Chairperson, Mayor, Clerk, and Engineer to sign the Plat of Subdivision.

- B. Approval of Schematic Engineering Plan.** The City's corporate authorities approve the Schematic Engineering Plan attached hereto and incorporated herein as Exhibit E and authorize the City Manager to approve a final engineering plan for the improvements to be constructed in connection with the Development if the improvements depicted on the final engineering plan substantially conform with the improvements depicted on the Schematic Engineering Plan.

Section 6: Recording Directed. The City's corporate authorities authorize and direct the City Manager or his designee to record and file, upon execution by all of the parties, this Ordinance and the Plat of Subdivision with the DeKalb County Clerk and Recorder.

Section 7: Home Rule. This Ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the City of DeKalb that to the extent that the terms of this Ordinance should be inconsistent with any non-preemptive state law, that this Ordinance shall supersede state law in that regard within its jurisdiction.

Section 8: Effect of Approvals. Upon and after the effective date of this Ordinance, subject to the issuance of required building permits, the Owner shall have the right to: (1) construct the Data Center Building and Improvements in accordance with the Plans and the provisions of the Annexation Agreement; and, (2) construct any Additional Buildings and Improvements in accordance with the Development Standards and the provisions of the Annexation Agreement, subject to the review and determination by the City Manager that any plans for the Additional Buildings and Improvements comply with the Development Standards and the provisions of the Annexation Agreement.

Section 9: Effective Date. As a result of the need to timely record this Ordinance and the Plat of Subdivision approved herein, the City's corporate authorities find and determine that this Ordinance shall be effective immediately upon its passage and approval and shall subsequently be published in pamphlet form.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a regular meeting thereof held on the _____ day of _____, 2020 and approved by me as Mayor on the same day.

ATTEST:

JERRY SMITH, Mayor

EXHIBIT A
(Legal Description of the Property)

THAT PART OF THE NORTH HALF OF SECTION 2 AND THAT PART OF THE NORTH HALF OF SECTION 1, ALL IN TOWNSHIP 39 NORTH, RANGE 4 EAST, OF THE THIRD PRINCIPAL MERIDIAN, LOCATED IN DEKALB COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:








COMMENCING AT A FOUND SURVEY NAIL REFERENCING THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 2, PER SURVEY MONUMENT RECORD RECORDED AS DOCUMENT NUMBER 2016-004286 IN THE OFFICE OF THE DEKALB COUNTY RECORDER; THENCE SOUTH 89 DEGREES 38 MINUTES 34 SECONDS EAST (BASIS OF BEARINGS – ILLINOIS STATE PLANE COORDINATES, EAST ZONE (NAD83)) ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 49.06 FEET TO A FOUND ALUMINUM DISK REFERENCING THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 4 EAST, OF THE THIRD PRINCIPAL MERIDIAN, PER SURVEY MONUMENT RECORD RECORDED AS DOCUMENT NUMBER 2016-004285 IN THE OFFICE OF THE DEKALB COUNTY RECORDER; THENCE SOUTH 89 DEGREES 51 MINUTES 16 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2 A DISTANCE OF 45.93 FEET TO THE EASTERN RIGHT OF WAY LINE OF ILLINOIS ROUTE 23, PER THAT TRUSTEES DEED RECORDED AS DOCUMENT NUMBER 1973-375200 IN THE OFFICE OF THE DEKALB COUNTY RECORDER, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 51 MINUTES 16 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2 AND ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2 A DISTANCE OF 2,599.89 FEET TO A FOUND 1 INCH IRON MATCHING THE TIES THAT REFERENCE THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 4 EAST, OF THE THIRD PRINCIPAL MERIDIAN, PER SURVEY MONUMENT RECORD RECORDED AS DOCUMENT NUMBER 2006-020095 IN THE OFFICE OF THE DEKALB COUNTY RECORDER; THENCE SOUTH 89 DEGREES 46 MINUTES 03 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2 AND ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1 A DISTANCE OF 2,646.05 FEET TO A FOUND MAGNAIL REFERENCING THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 4 EAST, OF THE THIRD PRINCIPAL MERIDIAN, PER SURVEY MONUMENT RECORD RECORDED AS DOCUMENT NUMBER 2006-012657 IN THE OFFICE OF THE DEKALB COUNTY RECORDER; THENCE SOUTH 89 DEGREES 42 MINUTES 19 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1 AND ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1 A DISTANCE OF 2,644.80 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 4 EAST, OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 89 DEGREES 41 MINUTES 46 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1 A DISTANCE

OF 1,322.41 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 1; THENCE SOUTH 00 DEGREES 33 MINUTES 29 SECONDS WEST ALONG THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 1 A DISTANCE OF 2,640.98 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 1; THENCE NORTH 89 DEGREES 32 MINUTES 16 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1 A DISTANCE OF 1,323.96 FEET TO A FOUND 1 INCH IRON PIPE AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE CONTINUING NORTH 89 DEGREES 32 MINUTES 16 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1 A DISTANCE OF 2,650.91 FEET TO A STONE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 1 (REFERENCED BY A FOUND IRON PIPE 0.25 FEET WEST OF THE STONE), PER SURVEY MONUMENT RECORD RECORDED AS DOCUMENT NUMBER 1978-413834 IN THE OFFICE OF THE DEKALB COUNTY RECORDER; THENCE SOUTH 89 DEGREES 57 MINUTES 05 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2 A DISTANCE OF 2,663.19 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 2; THENCE NORTH 00 DEGREES 33 MINUTES 43 SECONDS EAST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2 A DISTANCE OF 907.55 FEET TO THE NORTHEASTERN CORNER OF THE SOUTHERN 55 RODS (907.5 FEET) OF THE NORTHWEST QUARTER OF SAID SECTION 2; THENCE SOUTH 89 DEGREES 57 MINUTES 05 SECONDS WEST ALONG THE NORTHERN LINE OF THE SOUTHERN 55 RODS OF THE NORTHWEST QUARTER OF SAID SECTION 2 A DISTANCE OF 2,606.19 FEET TO A POINT ON THE EASTERN RIGHT OF WAY LINE OF ILLINOIS ROUTE 23, PER THAT TRUSTEES DEED RECORDED AS DOCUMENT NUMBER 1973-375200 IN THE OFFICE OF THE DEKALB COUNTY RECORDER; THENCE NORTH 00 DEGREES 32 MINUTES 30 SECONDS EAST ALONG SAID EASTERN RIGHT OF WAY LINE 698.92 FEET; THENCE NORTH 02 DEGREES 15 MINUTES 43 SECONDS EAST ALONG SAID EASTERN RIGHT OF WAY LINE 1,045.63 FEET TO THE POINT OF BEGINNING, CONTAINING 505.329 ACRES, MORE OR LESS.

EXHIBIT B
(Final Plans)

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	PROPERTY LINE
	POTENTIAL WATER FEATURE
	EXISTING OVERHEAD POWER
	PROPOSED WATER LINE
	PROPOSED SANITARY LINE
	MECHANICAL YARD
	PROPOSED DRIVEWAY

NOTE:
NET AREA OF TRACT: ±504 acres
ZONING: A-1
OFF-STREET PARKING PROVIDED: 220 Spaces

BARGE
DESIGN SOLUTIONS

ADULTS ONLY
NO KIDS
NO BATHS

OVERALL SITE PLAN

PROJECT VENTUS

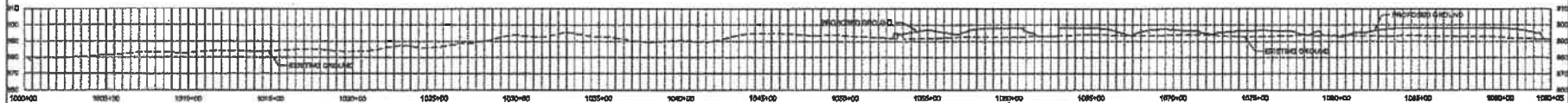
JULIA LIN
DORAL ALUMNI 00116



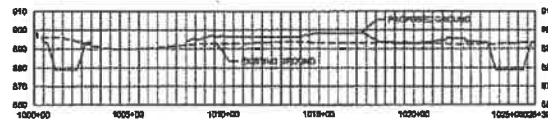
3/27/2020

C1.01

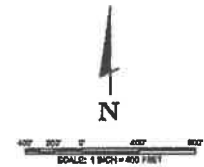
FILE NO. 57144-01



SW PROFILE STA 1000+00 TO 1000+05
SCALE: 1"=300' H
1"=30' V



NS PROFILE STA 1000+00 TO 1000+30
SCALE: 1"=300' H
1"=30' V



3/27/2020

BARGE
DESIGN SOLUTIONS

800-451-4514 • 4000 Highway 101, Suite 100
San Diego, CA 92108 • barge.com

EXHIBIT FOR
DISCUSSION
PURPOSE ONLY

PRELIMINARY SITE CROSS SECTIONS

PROJECT VENTUS
DESIGN NUMBER 80115

NO.	DATE	BY	CHKD.	DESCRIPTION
1	3/27/2020	MM	MM	PRELIMINARY SITE CROSS SECTIONS

C1.02

FILE NO. 37144-01

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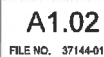


3/27/2020



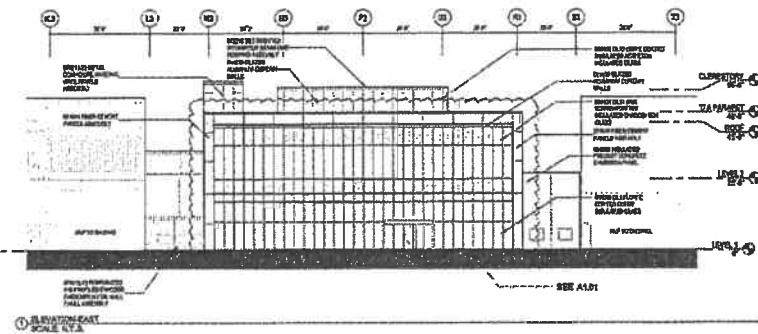
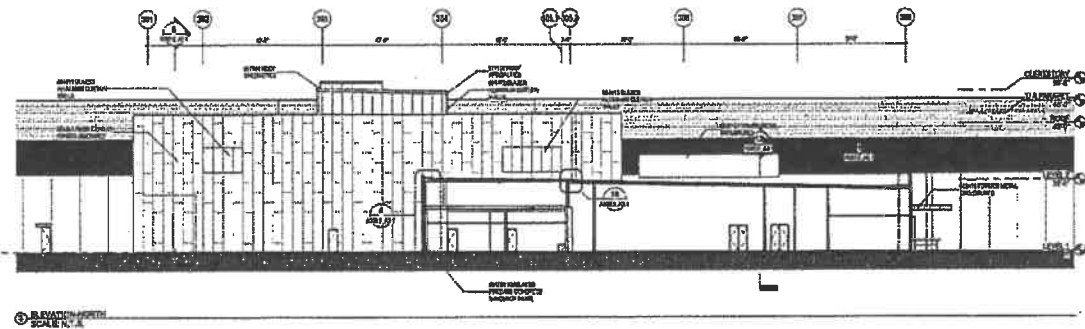
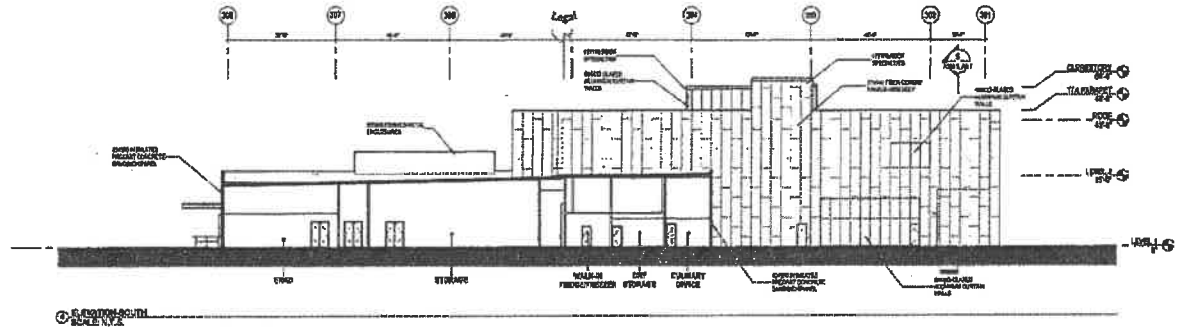
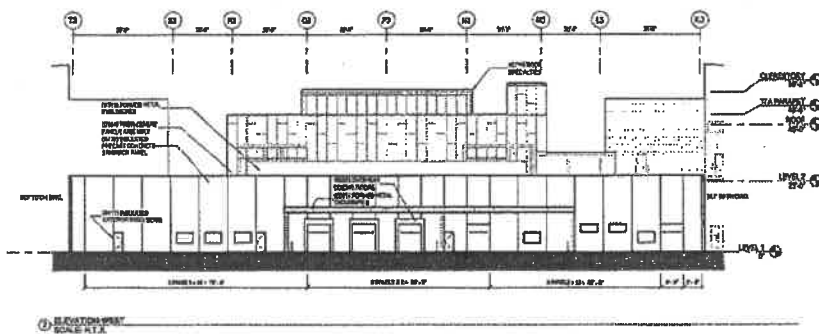
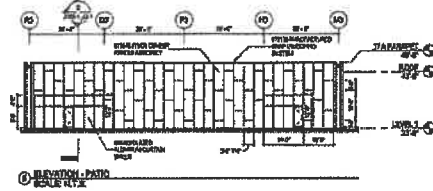
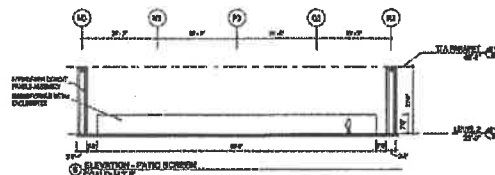
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DEKALB, ILLINOIS 60115



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**BARGE**
DESIGN SOLUTIONS

**EXHIBIT FOR
DILIGENCE
PURPOSES ONLY**

SAMPLE BUILDING ELEVATIONS

PROJECT VENTUS
DENVER, COLORADO 80110

Online Appendix

A1.02

FILE NO. 37144-01

3/27/2020

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CONCEPTUAL PLANT SCHEDULE		
#	REV. HISTORICAL NAME	COMMON NAME
201	21 <i>Tilia americana</i>	American Linden
121	35 <i>Prunus pennsylvanica</i>	Black cherry
133	60 <i>Amelanchier alnifolia</i>	Shadbush
25	23 <i>Amelanchier canadensis</i>	Shadbush
87	17 <i>Quercus prinus</i>	White Oak
143	14 <i>Quercus macrocarpa</i>	Pin Oak
15	16 <i>Abutilon theophrasti</i>	Yellow fls.

SYMBOL LEGEND



PINE OAK



BLACKWALUT



YELLOWBIRCH



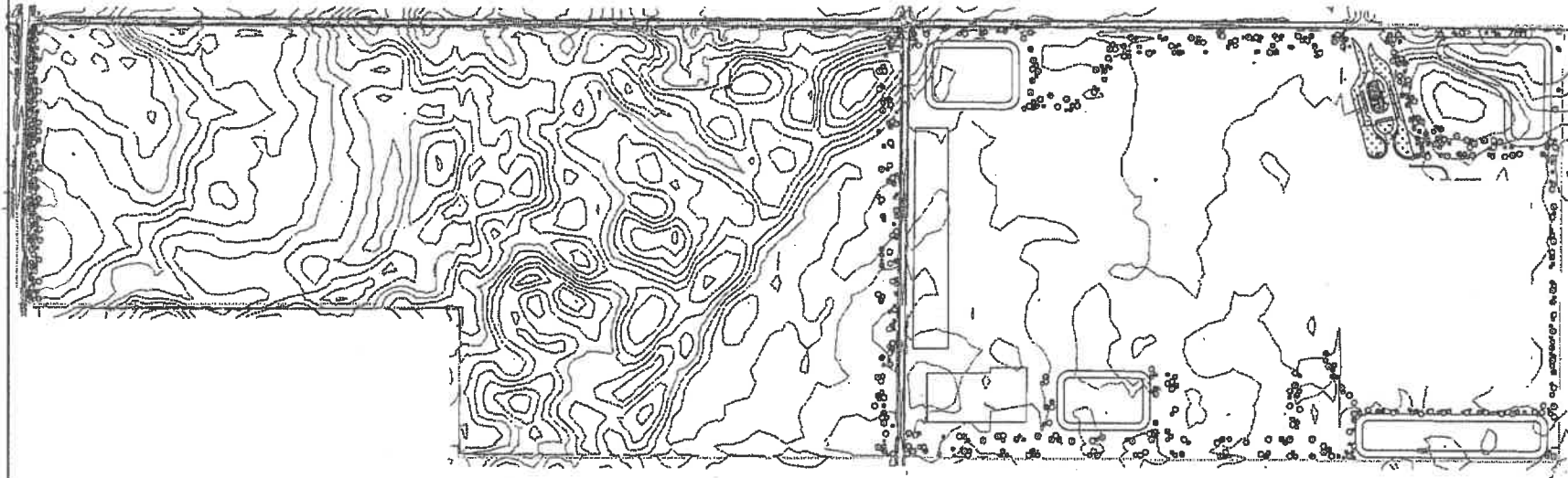
HANTHORNS



AMERICAN LINDEN



BLACK SPRUCE



3/27/2020

LANDSCAPE DETAILS

PROJECT VENTUS
VENTUS 2011-12

BARCEL
SOLUTIONS DESIGNED

**А'УОС ЭСЭНЭНТЭ
ЭХЭНЭНТЭ
ХӨД ЛӨНӨГЭ**

A1.05

FILE NO. 3714401

EXHIBIT C (Development Standards)

1. Construction of Additional Buildings and Improvements:

The Owner shall have the right, but not the obligation, to construct Additional Buildings and Improvements on the Property as part of the Planned Development, without further zoning review or approval by the corporate authorities of the City, if: (a) the Owner submits to the City Manager site plans, elevations, and landscape plans depicting the Additional Buildings and Improvements; and (b) the City Manager determines, in his reasonable judgment, that the Additional Buildings and Improvements depicted on such plans comply with the Development Standards set forth in this Exhibit C. The City Manager shall review any plans for any Additional Buildings and Improvements in good faith, diligently, and expeditiously, and the City Manager's determination whether any Additional Buildings and Improvements comply with the Development Standards shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding any other provision of the Development Standards and this Ordinance, the City Manager shall make such determination not later than 14 calendar days after receipt from the Owner of site plans, elevations, and landscape plans depicting Additional Buildings and Improvements. Any determination by the City Manager that any Additional Buildings and Improvements comply with the Development Standards

2. Permitted Uses:

Data Center and accessory uses. Data Center and accessory uses shall mean real and personal property consisting of buildings or structures specifically designed or modified to house networked computers and data and transaction processing equipment and related infrastructure support equipment, including, without limitation, power and cooling equipment, used primarily to provide, as a service to persons other than the company operating the data center, data and transaction processing services, outsource information technology services and computer equipment colocation services, or, used primarily to provide, to a single user, including the user's affiliates, customers, lessees, vendors and other persons authorized by the user, data and transaction processing services, along with ancillary warehouse, administrative office, and storage buildings.

3. Minimum Building Setbacks:

Rt. 23 – Data Center buildings 400'

Rt. 23 – Accessory buildings and structures 150'

Gurler Road –100'

East and South Property Lines – 150'



4. Minimum Parking/Paving Setbacks (except points of access and turnarounds):

Rt. 23 – 100'

Gurler Road – 50'

East and South Property Lines – 50'

5. Maximum Site Coverage (area covered by buildings, paving):

None.

6. Maximum Building Height:

75'

7. Landscaping:

Per the Unified Development Ordinance in effect on the effective date of this Ordinance (the "UDO") and the City Manager's approval.

8. Lighting:

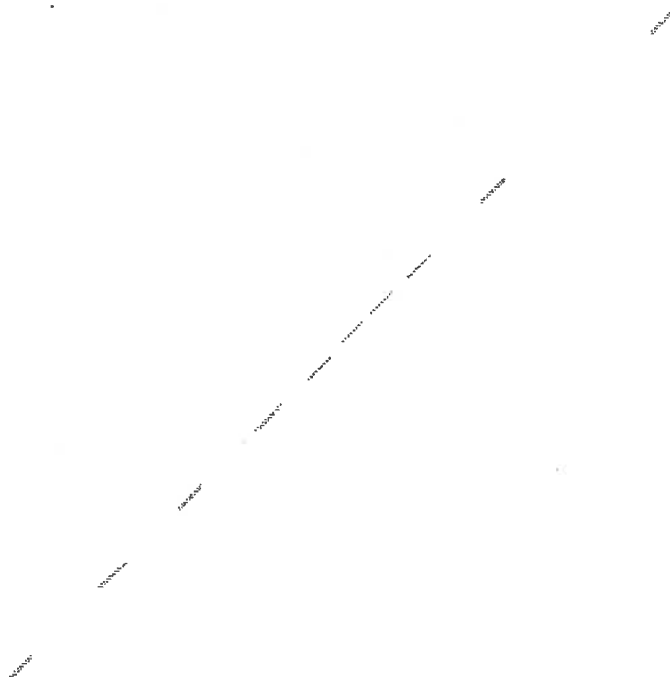
Per the UDO.

9. Parking:

Per the UDO. Parking formula (number of spaces required) shall be determined in consultation with Owner and City Staff based on Owner's needs and parking demand at a similar facility.



EXHIBIT D
(Plat of Subdivision)



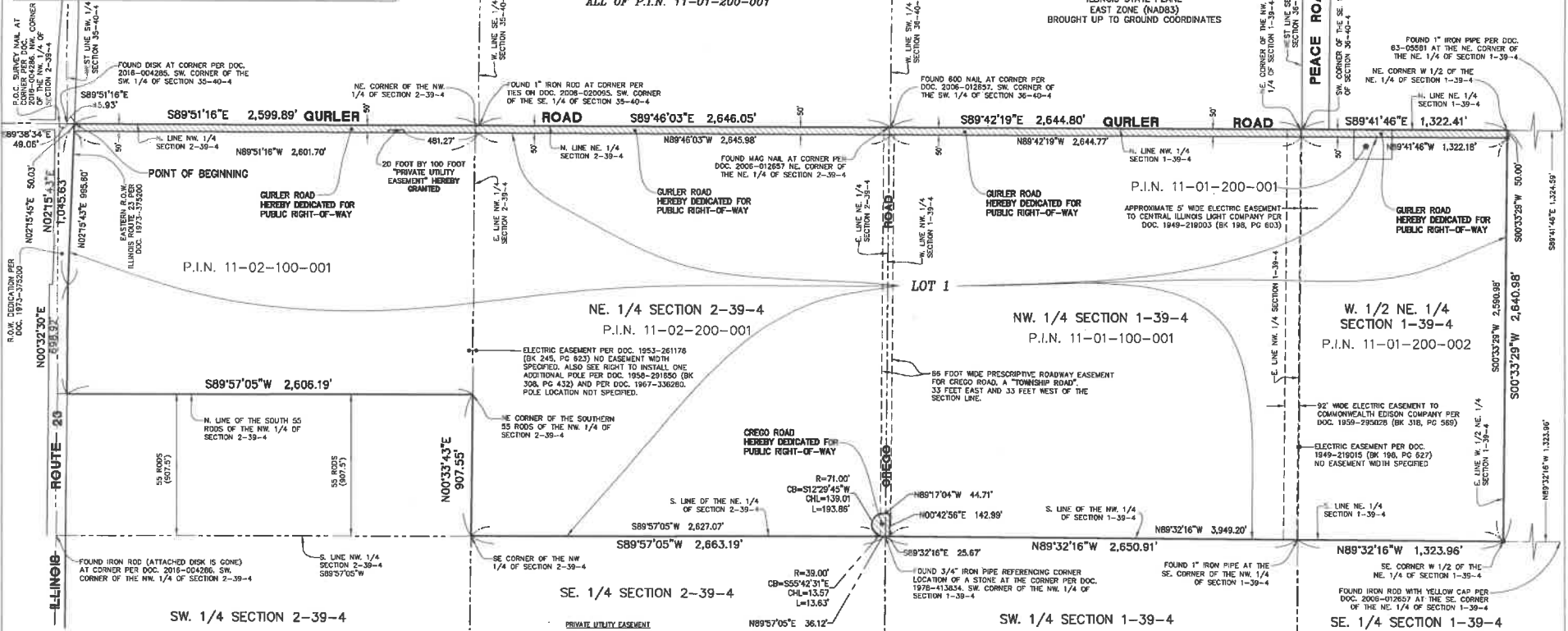
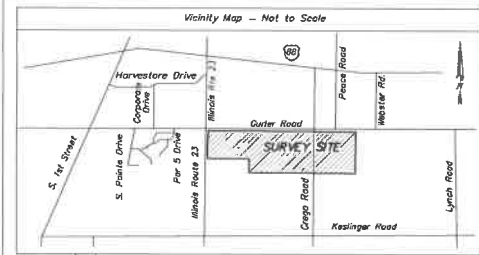
FINAL PLAT OF SUBDIVISION OF DEKALB SUBDIVISION

OF THAT PART OF THE NORTH HALF OF SECTION 2 AND THAT PART OF THE NORTH HALF OF SECTION 1, ALL
IN TOWNSHIP 39 NORTH, RANGE 4 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN DEKALB COUNTY, ILLINOIS.

ALL OF P.I.N. 11-02-100-001; AND
ALL OF P.I.N. 11-02-200-001; AND
ALL OF P.I.N. 11-01-100-001; AND
ALL OF P.I.N. 11-01-200-002; AND
ALL OF P.I.N. 11-01-200-001

GRAPHIC SCALE 1"=300'

BASIS OF BEARINGS
ILLINOIS STATE PLANE
EAST ZONE (NAD83)
BROUGHT UP TO GROUND COORDINATES



The City of Dekalb, a body politic duly formed and organized under the laws of the State of Illinois, ("Grantor") does hereby convey and grant to Veritas Tech Services LLC ("Grantee"), a permanent exclusive utility easement (the "Easement") in, through, under, upon, over, across, along, and throughout that area designated as "Private Utility Easement" or "P.U.E." on this Final Plat of Subdivision (the "Easement Area"). The Easement is granted to the Grantee for the purpose of installing, operating, maintaining, and repairing underground utilities. Any work authorized under the Easement shall be performed by the Grantee in a good and workmanlike manner and in compliance with all applicable laws and regulations. The Grantee shall further exercise any rights granted herein with best efforts so as to avoid or minimize any interference with the public infrastructure and use of the Grantor's land and of any improvements thereon. Upon completion of any such work, the Grantee shall restore any paved surfaces or other improvements on the surface of the easement area, and thereafter return the Property, to substantially the same condition as existed prior to such work. In the event any mechanical items or materials are left against the Grantor's property or any part thereof, as a result of the operation, repair, maintenance, or replacement of utility improvements, or as a result of any other work or activity performed by the Grantee pursuant to the rights granted herein, the Grantee shall pay the underlying claim, and/or take such other action, in order to cause such items to be immediately discharged of record.

The Easement granted herein is exclusive, and the Grantor retains and reserves the right to use the Easement Area (above and below the surface) for any purposes which do not interfere with the use of the Easement Area for the purposes for which the easement right described herein is granted, such reservation to include the installation, construction, maintenance and operation of landings, parking area, driveway, culverts, curb cuts and related improvements, and installation, operation and maintenance of underground utilities. Any work authorized under the Easement shall be performed by the Grantee in a good and workmanlike manner and in compliance with all applicable laws and regulations. The Grantee shall further exercise any rights granted herein with best efforts so as to avoid or minimize any interference with the public infrastructure and use of the Grantor's land and of any improvements thereon. Upon completion of any such work, the Grantee shall restore any paved surfaces or other improvements on the surface of the easement area, and thereafter return the Property, to substantially the same condition as existed prior to such work. In the event any mechanical items or materials are left against the Grantor's property or any part thereof, as a result of the operation, repair, maintenance, or replacement of utility improvements, or as a result of any other work or activity performed by the Grantee pursuant to the rights granted herein, the Grantee shall pay the underlying claim, and/or take such other action, in order to cause such items to be immediately discharged of record.

The Grantor specifically reserves unto itself the fee simple title to that area designated as 'Curler Road' on this Final Plat of Subdivision subject only to the Easement described herein. Grantor is aware of and waives its right provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and Grantor further agrees that it is receiving fair and reasonable compensation for the Easement.

NOTES

1/4" 24" IRON RODS WITH CAP WILL BE SET AT ALL LOT CORNERS UNLESS OTHERWISE NOTED.

D.C. DENOTES DOWNSIDE
S.P. DENOTES FOUND IRON PIPE
F.R. DENOTES FOUND IRON ROD
N.D. DENOTES NAIL
P.O.B. DENOTES POINT OF BEGINNING
P.O.C. DENOTES POINT OF COMMENCEMENT
R.O.W. DENOTES RIGHT-OF-WAY

AREA SUMMARY			
LOT 1	21,537.082 SF	494.423 AC ±	
CURLER ROAD DEDICATION	460,694 SF	10.576 AC ±	
CREDO ROAD DEDICATION	14,368 SF	0.330 AC ±	
TOTAL	22,012,144 SF	505.329 AC ±	

Survey No.:	D 4 6 0 J
Ordered By:	Barge Design Solutions
Description:	Plat of Subdivision
Date Prepared:	March 16, 2020
Scale:	1" = 300'
Prepared By:	JHB/JSB

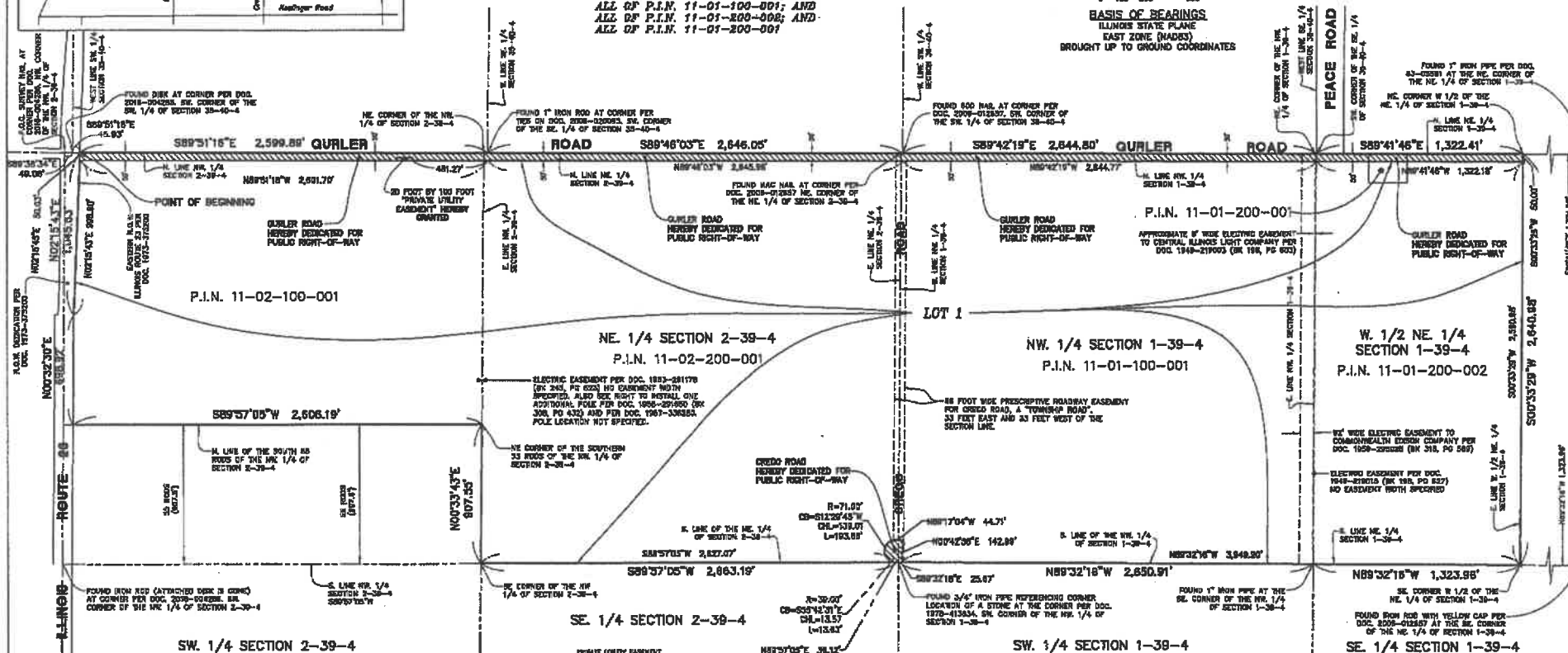
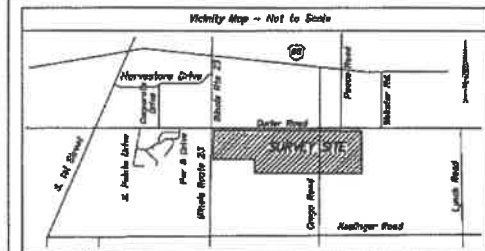
REVISED: 04-20-2020 - FOR CLIENT COMMENTS
REVISED: 04-03-2020 - FOR CITY REVIEW COMMENTS

JACOB & HEFNER ASSOCIATES
1837 Bluebird Road, Suite 100, Decatur, IL 62521
PHONE: (618) 222-0200 FAX: (618) 222-0200
www.jacobandhefner.com
Illinois Professional Engineer
License No. 121-0018713 exp. 01/01/21

OF THAT PART OF THE NORTH HALF OF SECTION 2 AND THAT PART OF THE NORTH HALF OF SECTION 1, ALL
IN TOWNSHIP 39 NORTH, RANGE 4 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN DEKALB COUNTY, ILLINOIS.

GRAPHIC SCALE (1"=300')
0 100' 200' 300' 400'

BASIS OF BEARINGS
ILLINOIS STATE PLANE
EAST ZONE (NADES)
BROUGHT UP TO GROUND COORDINATES

[illegible][illegible]

AREA SUMMARY		
LOT 1	21,537,082 SF	494.423 AC ±
GURULEN ROAD DEDICATION	480,894 SF	10.976 AC ±
CREDITO ROAD DEDICATION	14,358 SF	0.330 AC ±
TOTAL	22,032,334 SF	505.729 AC ±

NOTE: 1.0% OF TOTAL

DOC. 8800005 DOCUMENT
F.A. 8800005 FORD FROM FIVE
F.A. 8800005 FORD FROM TWO
NO. 8800005 NUMBER
P.O. 8800005 POINT OF ORIGIN
P.C. 8800005 POINT OF ORIGIN

Survey No.:	D 4 8 0 J
Ordered By:	Borgs Design Substation
Description:	Flat of Substation
Date Prepared:	March 18, 2000
Scale:	1" = 200'



JACOB & HEFNER
ASSOCIATES
1000 Pennsylvania Ave., Suite 200, Washington, D.C. 20004
Phone: 202-462-6666, FAX: 202-462-6667
jacob@jacobhefner.com

ALL OF P.I.N. 11-02-100-001; AND
ALL OF P.I.N. 11-02-200-001; AND
ALL OF P.I.N. 11-01-100-001; AND
ALL OF P.I.N. 11-01-200-002; AND
ALL OF P.I.N. 11-01-200-001

FINAL PLAT OF SUBDIVISION
OF
DEKALB SUBDIVISION
OF THAT PART OF THE NORTH HALF OF SECTION 2 AND THAT PART OF THE NORTH HALF OF SECTION 1, ALL
IN TOWNSHIP 39 NORTH, RANGE 4 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN DEKALB COUNTY, ILLINOIS.

CERTIFICATE OF OWNER

STATE OF _____ }
COUNTY OF _____ } SS

This is to certify that Veritas Tech Services LLC, a Delaware limited liability company is the owner of the property described herein and has caused the same to be surveyed, subdivided, plotted, and recorded as indicated hereon, for the uses and purposes therein set forth, and does hereby acknowledge and adopt the same under the style and title hereon indicated.

This _____ day of _____, 2020.

SCHOOL DISTRICT STATEMENT

Pursuant to Section 1.005 of the Plat Act, 785 ILCS 205, this Document shall serve as the School District Statement. To the best of the owner's knowledge the School District(s) in which the tract of land lies, is in the following School District(s):

DeKalb Community School District #428
501 S. 4th Street
DeKalb, Illinois 60115

Veritas Tech Services LLC, a Delaware limited liability company

(SIGNATURE)

By: _____ (PRINTED)

Its: _____ (TITLE)

Owner Address:
Veritas Tech Services LLC
c/o Jeff Shierlock & Hollister LLP
111 E. Wacker Drive
Suite 2000
Chicago, Illinois 60601-3713

CERTIFICATE OF NOTARY

STATE OF _____ }
COUNTY OF _____ } SS

The foregoing Owner's Certificate was acknowledged before me this _____ day of _____, 2020.

by _____ the _____ of Veritas Tech Services LLC.

(Notary Public)

CERTIFICATE OF CITY ENGINEER

STATE OF ILLINOIS }
COUNTY OF DEKALB } SS

All required public improvements including streets, sidewalks, sanitary sewers, storm sewers, watermain, and drainage structures have been built, as required, or have been provided for by bond contract OR irrevocable letter of credit to my approval.

Approved this _____ day of _____, 2020.

By: _____

City Engineer
(PLEASE SIGN & PRINT)

CERTIFICATE OF CITY COUNCIL

STATE OF ILLINOIS }
COUNTY OF DEKALB } SS

This is to certify that the attached plat was approved by the Mayor and City Council of the City of DeKalb, DeKalb County, Illinois.

on this _____ day of _____, 2020.

By: _____ Attest: _____

Mayor
(PLEASE SIGN & PRINT)

City Clerk
(PLEASE SIGN & PRINT)

CERTIFICATE OF COUNTY CLERK

STATE OF ILLINOIS }
COUNTY OF DEKALB } SS

I, _____, as County Clerk of DeKalb County, Illinois, do hereby certify that there are no delinquent general taxes, no unpaid current general taxes, no unpaid special taxes, no unpaid delinquent taxes and no redeemable tax sales against any of the property described herein.

I further certify that I have received all statutory fees in connection with the property described herein.

Gives under my hand and seal of the County Clerk at _____, Illinois,

This _____ day of _____, 2020.

By: _____
DeKalb County Clerk
(PLEASE SIGN & PRINT)

CERTIFICATE OF CITY PLANNING AND ZONING COMMISSION

STATE OF ILLINOIS }
COUNTY OF DEKALB } SS

This is to certify that the attached plat was approved by the Planning and Zoning Commission of the City of DeKalb, DeKalb County, Illinois.

on this _____ day of _____, 2020.

By: _____

Chairman of the Planning and Zoning Commission
(PLEASE SIGN & PRINT)

COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DEKALB } SS

PLAT CABINET _____

SUBJ. NO. _____

This instrument number _____ was filed for record in the Recorder's Office of DeKalb County, Illinois.

This _____ day of _____, 2020.

at _____ o'clock _____ m.

DeKalb County Recorder
(PLEASE SIGN & PRINT)

ILLINOIS DEPARTMENT OF TRANSPORTATION CERTIFICATE

THIS PLAT HAS BEEN APPROVED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION WITH RESPECT TO ROADWAY ACCESS PURSUANT TO SECTION 2 OF "AN ACT TO REVISE THE "IN RELATION TO PLATS," AS AMENDED, A PLAT THAT MEETS THE REQUIREMENTS CONTAINED IN THE DEPARTMENT'S POLICY ON PERMITS FOR ACCESS DRIVEWAYS TO STATE HIGHWAYS WILL BE REQUIRED BY THE DEPARTMENT.

DATE _____ DISTRICT ENGINEER _____

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

I, Timothy G. Wolfe, Illinois Professional Land Surveyor, No. 35-003535, do hereby certify that, at the request of the owners thereof, I have surveyed and subdivided into one lot and delineated rights-of-way the herein described land:

THAT PART OF THE NORTH HALF OF SECTION 2 AND THAT PART OF THE NORTH HALF OF SECTION 1, ALL IN TOWNSHIP 39 NORTH, RANGE 4 EAST, OF THE THIRD PRINCIPAL MERIDIAN, LOCATED IN DEKALB COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND SURVEY NAIL REFERENCE THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 2, PER SURVEY MONUMENT RECORD RECORDED AS DOCUMENT NUMBER 2016-004289 IN THE OFFICE OF THE DEKALB COUNTY RECORDER; THENCE SOUTH 89 DEGREES 58 MINUTES 34 SECONDS EAST (BASIS OF BEARINGS - ILLINOIS STATE PLANE COORDINATES, EAST ZONE (NAD83)) ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 494.66 FEET TO A FOUND ALUMINUM DISK REFERENCE THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 4 EAST, OF THE THIRD PRINCIPAL MERIDIAN, PER SURVEY MONUMENT RECORD RECORDED AS DOCUMENT NUMBER 2016-004289 IN THE OFFICE OF THE DEKALB COUNTY RECORDER; THENCE SOUTH 89 DEGREES 51 MINUTES 16 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 459.93 FEET TO THE EASTERN RIGHT OF WAY LINE OF ILLINOIS ROUTE 23, PER THAT TRUSTEES DEED RECORDED AS DOCUMENT NUMBER 1973-375200 IN THE OFFICE OF THE DEKALB COUNTY RECORDER, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 51 MINUTES 16 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 2,559.89 FEET TO A FOUND 1 INCH IRON NAILING THE TIES THAT REFERENCE THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 4 EAST, OF THE THIRD PRINCIPAL MERIDIAN, PER SURVEY MONUMENT RECORD RECORDED AS DOCUMENT NUMBER 2016-004289 IN THE OFFICE OF THE DEKALB COUNTY RECORDER; THENCE SOUTH 89 DEGREES 42 MINUTES 16 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1, A DISTANCE OF 2,646.05 FEET TO A FOUND MAGNAIL REFERENCE THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 4 EAST, OF THE THIRD PRINCIPAL MERIDIAN, PER SURVEY MONUMENT RECORD RECORDED AS DOCUMENT NUMBER 2016-004289 IN THE OFFICE OF THE DEKALB COUNTY RECORDER; THENCE SOUTH 89 DEGREES 42 MINUTES 16 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1, A DISTANCE OF 2,646.05 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 4 EAST, OF THE THIRD PRINCIPAL MERIDIAN, PER SURVEY MONUMENT RECORD RECORDED AS DOCUMENT NUMBER 2016-004289 IN THE OFFICE OF THE DEKALB COUNTY RECORDER; THENCE SOUTH 89 DEGREES 41 MINUTES 48 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1, A DISTANCE OF 1,323.41 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 1; THENCE SOUTH 00 DEGREES 33 MINUTES 29 SECONDS WEST ALONG THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 1, A DISTANCE OF 2,646.98 FEET TO THE SOUTHWEST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 1; THENCE NORTH 89 DEGREES 32 MINUTES 16 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1, A DISTANCE OF 2,656.91 FEET TO A STONE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 1 (REFERENCED BY A FOUND IRON PIPE 0.25 FEET WEST OF THE STONE), PER SURVEY MONUMENT RECORD RECORDED AS DOCUMENT NUMBER 1978-413834 IN THE OFFICE OF THE DEKALB COUNTY RECORDER; THENCE SOUTH 89 DEGREES 51 MINUTES 05 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 2,663.19 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 2; THENCE NORTH 00 DEGREES 33 MINUTES 43 SECONDS EAST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 307.55 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE NORTH 00 DEGREES 33 MINUTES 43 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 1,045.63 FEET TO THE POINT OF BEGINNING.

I further certify that the plat herein drawn is a correct representation of said survey and subdivision which was prepared in compliance with the laws of the State of Illinois.

I further certify that the property described and shown on the plat herein drawn is within the corporate limits of the City of DeKalb, Illinois which has adopted a city plan and is exercising the special powers authorized by Division 12 of Article 11 of the Illinois Municipal Code.

I further certify that according to a scaled interpretation of the Federal Emergency Management Agency Flood Insurance Rate Map for DeKalb County, Illinois, and Incorporated Areas, having Map Numbers 17037C02244C and 17037C02275C, with effective dates of September 21, 2000, and Map Revised dates of January 2, 2009, all of the subject property appears to be located in Zone "X" (Areas determined to be outside the 0.2% annual chance floodplain).

Given under my hand and seal this 18th day of March in the Year 2020.

Timothy G. Wolfe
Illinois Professional Land Surveyor No. 35-003535
Jacob & Heffner Associates
My License Expires November 30, 2020



REVISED: 04-20-2020 - PER CLIENT COMMENTS
REVISED: 04-03-2020 - PER CITY REVIEW COMMENTS

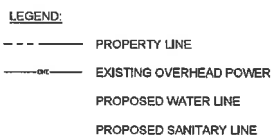


Survey No.:	D 4 5 0 J
Ordered By:	Burge Design Solutions
Description:	Plat of Subdivision
Date Prepared:	March 18, 2020
Scale:	1" = 81.4'
Printed By:	_____
Checked By:	_____

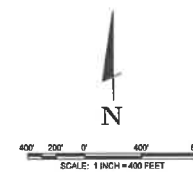
Sheet 2 of 2

Survey No.:	D 4 8 0 3
Ordered By:	Barge Design Solutions
Description:	Plan of Subdivision
Date Prepared:	March 18, 2000
Scale:	1" = 50'

EXHIBIT E
(Schematic Engineering Plan)



NOTE: THE IMPROVEMENTS SHOWN ON THIS PLAN ARE SCHEMATIC IN NATURE AND ARE SUBJECT TO CHANGE THROUGH FINAL ENGINEERING.



04/09/2020

G1.01

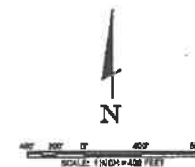
FILE NO. 37144-01



LEGEND:

- **PROPERTY LINE**
 EXISTING OVERHEAD POWER
 PROPOSED WATER LINE
 PROPOSED SANITARY LINE

NOTE: THE IMPROVEMENTS SHOWN ON THIS PLAN ARE SCHEMATIC IN NATURE AND ARE SUBJECT TO CHANGE THROUGH FINAL ENGINEERING.



04/09/2020

BARGE
DESIGN SOLUTIONS

© 2004 American Psychological Association 0893-3200/04/\$12.00 DOI: 10.1037/0893-3200.18.4.575

EXHIBIT FOR
DILIGENCE
PURPOSES ONLY

DEKALB INFRASTRUCTURE IMPROVEMENTS

PROJECT VENTUS

01741070

G1.01

FILE NO. 37144-01



EXHIBIT F
(Text Amendments)

EXHIBIT F



ARTICLE 3

DEFINITIONS

Unless otherwise specifically provided, or unless clearly required by the context, the words and phrases defined in this Article shall have the meaning indicated when used in this Ordinance.

3.1 Definitions

Abandonment: To cease or discontinue a use or activity without intent to resume. This definition excludes temporary or short-term interruptions to a use or activity during periods of remodeling, maintaining, or otherwise improving or rearranging a facility. Also, ceasing an activity during normal periods of vacation or seasonal closure shall not constitute abandonment.

Abutting: Having a common border with or being separated from such a common border by a right-of-way, alley or easement.

Accessory Use: (see also *Home Occupation*) A use incidental to, and on the same zoning lot as, a principal use. An accessory use is subordinate in size, extent, and/or purpose to the principal use and contributes to the comfort, convenience, and/or necessity of the principal use being served.

Adult Oriented Use: Any use which is predominately occupied by the sale, rental, lease, inspection, or viewing of media (whether print, electronic, magnetic or other) depicting or describing "specified sexual activities" or "specified anatomical areas" (which are further defined in Article 7.13), sale of materials used for "specified sexual activities," the provision of live entertainment which depicts, describes, or characterizes "specified sexual activities" or "specified anatomical areas," or any combination thereof. (1997-010)

Alley: A public or private way permanently reserved as a secondary means of access to abutting property.

Alteration: As applied to a building or structure, means a change or rearrangement in the structural parts or in the means of egress. This definition includes an enlargement of a building or structure, whether by extending a side or by increasing the height. Also, the moving of a building or structure from one location or position to another is considered an alteration.

Antenna: (see Article 7, Subsection 7.08.02)

Apartment: (see *Dwelling, Multiple-Family*)

Automatic Teller Machine: (see *Electronic Banking Facilities*) (1998-041)

Banquet Hall: An establishment which is rented by individuals or groups to accommodate private functions such as banquets, weddings, anniversaries, business promotional events and similar celebrations. A Banquet Hall is not open to the public and the use is therefore restricted to the invitees of the party contracting for the use of the facility. Such use may or may not include: kitchen facilities for the preparation or catering of food; the sale of alcoholic beverages for on premise consumption only during scheduled events; and/or outdoor gardens or reception facilities. A Banquet Hall shall not include a Social Club as defined in the Municipal Code.

Basement: (see also *Story Above Grade*) That portion of a building which is partly or completely below grade.

Bed and Breakfast: An owner-occupied dwelling unit having not more than five (5) bedrooms used to provide transient lodging accommodations to the public as a commercial use

Bedroom: The term bedroom includes any room used principally for sleeping purposes, an all-purpose room, a study or a den.

Buffer Area: (see also *Screening*) A strip of land established to protect one type of land use from another land use that is incompatible. Normally, the area is landscaped and kept in open space use.

Building: Any structure used or intended for supporting or sheltering any use or occupancy. To determine the number of buildings on a zoning lot, each building shall be considered a separate building when they are not joined by common wall, roof, ceiling and floor assemblies

Building, Accessory: A building which is subordinate to and serves a principle building or use. An accessory building is subordinate in size, extent, and/or purpose to the principle building or use and contributes to the comfort, convenience and/or necessity of the occupants of the principal building or use being served. Examples of accessory buildings include private garages and storage buildings. (2017-044)

Building Line: (see *Setback*)

Building, Principal: A building in which is conducted the main or the principal use of the lot on which said building is situated.

Car Wash: An area of land and/or a structure with machine (or hand) operated facilities used principally for the cleaning, washing, polishing or waxing of motor vehicles not exceeding six (6) tons in gross vehicle weight.

Carry-Out Restaurant: (see *Restaurant, Fast-Food*)

Certificate of Use and Occupancy: The certificate issued by the Chief Building Official which permits the use of a building in accordance with the approved plans and specifications. It also certifies compliance with the provisions of this Ordinance for the use and occupancy of the building in its several parts, together with any special stipulations or conditions of the building permit.

Certify: Whenever this Ordinance requires that some person or agency certify the existence of some fact or circumstance to the City, the City may require that such certification be made in any manner that provides reasonable assurance of the accuracy of the certification. By way of illustration, and without limiting the foregoing, the City may accept certification by telephone from some agency when the circumstances warrant it, or the City may require that the certification be in the form of a letter or other document.

Change of Use: An alteration by change of use in a building or a tract of land, heretofore existing, to a new use which imposes other provisions of this Ordinance or the Building Code governing building construction, equipment or means of egress.

Chief Building Official: The individual named the Chief Building Official or his/her designee. (2017-044)

Church: An institution that people regularly attend to participate in or hold religious services, meetings and other related activities. The term "church" shall not carry a secular connotation and shall include buildings in which the religious services of any denomination are held.

Circulation Area: That portion of the vehicle accommodation area used for access to parking or loading areas or other facilities on the lot. Essentially, driveways and other maneuvering areas (other than parking aisles) comprise the circulation area.

City: The City of DeKalb, Illinois.

Club or Lodge: A building, along with accessory structures and facilities, primarily intended to accommodate an association of persons and in which the buildings, structures and facilities are limited and restricted to members and their guests. This definition does not include fraternities and sororities.

Commercial Use: An occupation, employment, or enterprise that is carried on for a profit by the owner, lessee, or licensee.

Community Development Director: The individual holding the position of Community Development Director or his/her designee. (2017-044)

Community Residence: A specialized residential care home serving unrelated persons with disabilities that are:

1. Attributable to mental, intellectual or physical impairments or a combination of mental, intellectual or physical impairments; and
2. Likely to continue for a significant amount of time or indefinitely; and
3. Results in functional limitations in three (3) or more of the following areas of major life activities:
 - a. self-care
 - b. receptive or expressive language
 - c. learning
 - d. mobility
 - e. self-direction
 - f. capacity for independent living
 - g. economic self-sufficiency; and
4. Reflects the person's need for a combination and sequence of special interdisciplinary or generic care, treatment or other services which are a life-long or extended duration.

A Community Residence does not include a residence which serves persons as an alternative to incarceration for a criminal offense, or persons whose primary reason for placement is substance or alcohol abuse or for treatment of a communicable disease.

Community Residence, Small: A Community Residence serving eight (8) or fewer persons with disabilities, along with necessary support staff, in a family-like atmosphere.

Community Residence, Large: A Community Residence serving more than eight (8) persons with disabilities along with necessary support staff.

Comprehensive Plan: A document containing both written and graphic information concerning the future development of the City of DeKalb and its environs. It is an officially adopted policy guide for locating land uses and streets, and other community development issues.

Conditional Use: (see *Special Use*)

Condominium: An estate in real property consisting of an undivided interest in common with other purchasers in a portion of a parcel of real property, together with a separate interest in space in a residential building, such as an apartment. A condominium may include, in addition, a separate interest in other portions of such real property.

Convenience Store: Any retail establishment offering for sale prepackaged food products, household items, and other goods commonly associated with the same and having a gross floor area of less than 7,500

square feet. Convenience stores differ from other retail commercial uses in their operating characteristics and potentially adverse neighborhood effects (i.e., hours of operation, traffic generation and turning movements, noise, litter and lighting).

Council: The City Council of the City of DeKalb, Illinois.

Cul-de-Sac: A local or sub-local street, one end of which is closed, and consists of a circular turn-around. (See Article 9, Section 9.01, for the definition of local and sub-local streets).

Data Center: Buildings or structures specifically designed or modified to house networked computers and data and transaction processing equipment and related infrastructure support equipment, including, without limitation, power and cooling equipment, used primarily to provide, as a service to persons other than the company operating the data center, data and transaction processing services, outsource information technology services and computer equipment colocation services, or, used primarily to provide, to a single user, including the user's affiliates, customers, lessees, vendors and other persons authorized by the user, data and transaction processing services, along with ancillary warehouse, administrative office, and storage buildings.

Day Care Center: A building in which any person, group of persons, agency, association or organization arranges for or cares for more than twelve (12) children.

Day Care Home: A dwelling unit in which any person or group of persons provides for the care of not more than eight (8) children inclusive of the child care provider's own children.

Deck: A platform structure of single or multiple tier construction that is either freestanding or attached to a principal or accessory building located in the rear yard or side yard and constructed above grade and unenclosed by solid or non-solid walls or a roof. If located in the side yard, an attached deck must meet principal building setbacks. (2017-044)

Density: The number of dwelling units per net acre of land. Net acreage is defined as the site area less all land allocated to street rights-of-way. With private streets, the equivalent of public rights-of-way for these streets shall be deducted from gross acreage. If there is a question regarding the width and length of such equivalent rights-of-way, the Community Development Director shall render a determination.

Development: All structures and other modifications of the natural landscape, above and below ground or water, on a particular site.

Development, Planned: Land under unified control to be planned and developed in a single development operation or a programmed series of development operations or phases. A planned development includes principal and accessory structures and uses strongly related to the character and purposes of the planned development. A planned development is built according to general and detailed plans for streets, utilities, lot and building location, landscaping, and the like. A planned development includes a program for the provision, operation, and maintenance of common areas, facilities, and improvements that are for the use by the occupants of the planned development district, but which will not be provided, operated, or maintained at public expense.

Distillery: A facility that produces alcoholic beverages on-site in quantities exceeding 20,000 gallons per year, and includes an accessory tasting room and retail sales area and/or restaurant. A tasting room allows customers to taste samples of products manufactured on-site and purchase related sales items. Sales of alcoholic beverages manufactured outside the facility are prohibited. (2017-035)

Dormitory: A building where sleeping accommodations, dining facilities and common bathroom facilities are provided for more than twenty (20) unrelated individuals, exclusive of the resident family, who are students or members of a religious order, college, university, convent, monastery or other institutional use.

Double Frontage Lot: (see Lot, Through)

5.10 "ORI" Office, Research, and Light Industrial District

5.10.01 Intent and Purpose

The "ORI" Office, Research and Industrial District is intended to support the goals and objectives of the City of DeKalb Comprehensive Development Plan which guides the present and future land use needs of the City of DeKalb. This district is also consistent with the objectives of the Illinois Research and Development Corridor (generally including communities along the East/West Tollway [I-88] between Chicago and DeKalb). The "ORI" District is designed to allow new construction which is consistent with good planning practice and is compatible with permitted land uses and developments in adjoining districts.

Further, the purpose and intent of the ORI District is to provide an area in the community within which office, research and light industrial enterprises can locate with an assurance of a high and permanent level of design quality, extensive site amenities, open space, and environmental protection. The restrictions and conditions applied to this district are intended to promote the development of a park-like atmosphere which will enhance the quality of the community. The ORI District also promotes the economic development potential of the City.

5.10.02 Permitted Land Uses and Developments of the "ORI" Office, Research, and Light Industrial District

The following land uses and developments are permitted in this District:

Accessory Uses;

Advertising agencies, commercial graphics and drafting services;

Data Center;

Hotels and motels, including conference centers, meeting and dining facilities;

Laboratories and ancillary uses (in enclosed structures) for research and development including, but not limited to:

Engineering and testing laboratories;

Medical and dental research laboratories;

Agricultural research laboratories.

Conduct of animal, plant or other biological and genetic research activities outdoors is prohibited;

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;

Offices, excluding medical and dental offices or clinics providing patient diagnostics and/or treatment;

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;

Production of prototype products when limited to the scale reasonably necessary for full investigation of the merits of a product, including commercial viability;

5.11 "LI" Light Industrial District

5.11.01 Purpose and Intent

This section contains the district regulations of the "LI" Light Industrial District. These regulations are supplemented and qualified by additional general regulations appearing elsewhere in this Ordinance which are incorporated in this section by reference. The "LI" Light Industrial District's uses are intended to be conducted in a manner not detrimental to the rest of the community by reason of noise, vibration, smoke, dust, toxic or noxious materials, odor, fire, explosive hazards, glare or heat.

5.11.02 Permitted Land Uses and Developments of the "LI" Light Industrial District (2017-044)

The following land uses and developments are permitted in this district:

Accessory uses;

Any use whose primary purpose includes the light manufacturing, fabricating, assembly, disassembly, processing or treatment of goods and products, including but not limited to:

appliances, small motors;

books, printed materials;

clothing and textiles;

drugs;

electrical components;

glass and ceramics;

paper and paper products;

plastic and fiberglass;

sheet metal;

tools;

wood assembly and finishing;

Airports, landing strips and heliports;

Animal boarding facilities and animal shelters, subject to the provisions of 5.11.06, subparagraph 3 (below) (2003-139);

Automobile, truck and recreational vehicle sales and rental;

Boat and marine sales and service;

Body Art Establishment

Building-contractors office and materials storage;

Building material sales and storage;

Bus and train stations and terminals;

Business, professional, and technical training schools;

Cartage and express facilities;

Data Center;

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;

Farm equipment sales and service;

Fruit, Vegetable and grain processing, packaging, and storage;

Gasoline Stations;

Golf courses and other open space recreational uses;

Ice processing, sales and storage;

Lumberyards;

Machinery sales, service and storage;

Machine shops;

Motor and rail freight terminals;

Newspaper offices;

Offices;

Outdoor storage, as a principal use, except junkyards, salvage yards, and wrecked vehicle storage yards;

Parking lots, as a principal use;

Plating establishments;

Plumbing and heating service and equipment stores;

Printing and publishing establishments, duplicating services;

Public buildings used by any department of the City, School District (except school buildings), Township, Park District, County, State, and Federal governments;

Public utility facilities;

Research laboratories and facilities; and

Self-service storage facility, interior unit access. (2018-008)

Sewage treatment plants;

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;

5.12 "HI" Heavy Industrial District

5.12.01 Purpose and Intent

This section contains the district regulations of the "HI" Heavy Industrial District. These regulations are supplemented and qualified by additional general regulations appearing elsewhere in this Ordinance which are incorporated as a part of this section by reference. The "HI" Heavy Industrial District is intended to be located in selected areas so that its permitted and special uses' noise, vibration, smoke, dust, toxic or noxious materials odors, fire, explosive, glare, heat, and other hazardous characteristics are not detrimental to the rest of the community.

5.12.02 Permitted Land Uses and Developments of the "HI" Heavy Industrial District

The following land uses are permitted in this district:

Any use permitted in the "LI" Light Industrial District;

Accessory uses;

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:

boats,

construction equipment,

containers and storage units,

motor vehicles and engines,

paints, inks,

stoneware, earthenware;

Data Center;

Railroad switching yards; and

Self-service storage facility, interior unit access. (2018-008)

5.12.03 Special Land Uses and Developments of the "HI" Heavy Industrial District

The following land uses and developments may be permitted under conditions and requirements specified in Article 14, "Permits."

Animal slaughtering, meat packing, or rendering facilities;

Any use whose primary purpose includes the heavy manufacturing, fabrication, assembly, disassembly, processing or treatment of goods and services, including but not limited to:

concrete, asphalt, cement,

motor vehicles and engines,

Bulk fuel distribution or storage;

Distillery;

5.13 "PD" Planned Development Districts

5.13.01 Purpose and Intent

The purpose of the Planned Development Districts is to provide a means of achieving greater flexibility in development of land in a manner not always possible in conventional zoning districts; to encourage a more imaginative and innovative design of projects; to promote a more desirable community environment; and to retain maximum control over both the design and future operation of the development.

The City Council, upon recommendation by the Planning and Zoning Commission, may, by an Ordinance adopted in the same manner as zoning districts are created, authorize a Planned Development District when the proposed development or use of a specific tract of land or area warrants greater flexibility, control, and density than is afforded under the general regulations of standard zoning districts. However, it should be noted that these planned development regulations are not intended to allow excessive densities, or the development of incompatible land uses, either within the development, or as the development relates to the general neighborhood. The standards contained in the following provisions must be strictly adhered to by the applicant. The City Council may, upon proper application, approve a planned development to facilitate the use of flexible techniques of land development and site design, by providing relief from zoning requirements designed for conventional developments in order to obtain one or more of the following objectives:

1. Environmental design in the development of land that is of a higher quality than is possible under the regulations otherwise applicable to the property.
2. Diversification in the uses permitted and variation in the relationship of uses, structures, open space and height of structures in developments intended as cohesive, unified projects.
3. Functional and beneficial uses of open space areas.
4. Preservation of natural features of a development site.
5. Creation of a safe and desirable living environment for residential areas characterized by a unified building and site development program.
6. Rational and economical in relation to public utilities and services.
7. Efficient and effective traffic circulation, both within and adjacent to the development site.

A person, by choosing to develop property as a planned unit development, elects to submit a contemplated development proposal to a legislative and discretionary review by the Planning and Zoning Commission and City Council.

5.13.02 Relationship of Planned Development Districts to Zoning Map

1. *A Mapped District:* The PD designation is not intended to be attached to existing zoning districts as an overlay. The PD designation as detailed in this section is a separate use district and may be attached to a parcel of land through the process of rezoning and zoning map amendment.
2. *Plan Approval Required:* It is the intent of this Ordinance that no development or redevelopment of the property encompassed by the PD designation take place until an acceptable development plan has been reviewed and approved in conformance with the requirements of this Section, Article 20, "Amendments" and applicable sections of Article 15, "Subdivision of Land."
3. *Relationship to "SAGRC" Overlay District:* The requirements of the "SAGRC" Overlay District, contained in Article 6, Subsections 6.02.04 through 6.02.09, shall apply. Also, see Article 6, Subsection 6.02.10 for submittal requirements, review and approval procedures associated with development within the "SAGRC" Overlay District.

5.13.03 Coordination with Article 15, "Subdivision of Land" and Article 20, "Amendments"

1. It is the intent of this Ordinance, where a Planned Development involves any subdivision activity, that the subdivision review and approval procedure requirements contained in Article 15, "Subdivision of Land," be carried out simultaneously with the review of a Planned Development under this Section of this Ordinance. As applicable, reference is made to requirements in Article 15 within this Section. Also, with regard to these references, Article 15 may contain the term "plat," which under the "PD" District requirements is intended to be synonymous with "plan" as appropriate.
2. Since obtaining a "PD" District designation requires a map amendment (rezoning), the requirements and procedures of Article 20, "Amendments" shall apply. As applicable, reference to Article 20 is made within this Section.

5.13.04 Types of Planned Developments

All areas of the City subject to the PD designation shall be assigned one of the following District classifications which shall be considered a separate zoning district and subject to the specific restrictions and limitations outlined in this section.

1. *Planned Development - Residential (PD-R)*: Planned developments involving residential uses only.
2. *Planned Development - Commercial (PD-C)*: Planned developments involving commercial uses only.
3. *Planned Development - Industrial (PD-I)*: Planned developments involving industrial and limited commercial uses only.

5.13.05 Permitted Uses

1. *Planned Development - Residential*

The following land uses and developments may be permitted in this District:

- a. Permitted land uses and developments shall be established in the conditions of the Ordinance adopted by the City Council governing the particular Planned Development - Residential District. Specific uses may include those uses designated as permitted, accessory, or special uses in any of the residential districts.
- b. In addition to those uses included in Paragraph "a" above, the following uses may be designated as permitted uses and established as such in the Ordinance governing the particular Planned Development - Residential District:
 - 1) attached single family dwellings/townhouses
 - 2) condominiums
 - 3) zero lot line residential developments
 - 4) mobile home parks
- c. Within the Planned Development - Residential District, more than one principal building may be located on a zoning lot.

2. *Planned Development - Commercial*

The following land uses and developments may be permitted in this District:

- a. Permitted land uses and developments shall be established in the conditions of the Ordinance adopted by the City Council governing the particular Planned Development - Commercial District. Specific uses may only include those uses designated as permitted, accessory, or special uses in the "NC," "LC," "GC" and "CBD" Commercial Districts, or other uses of a commercial nature.

3. *Planned Development - Industrial*

The following land uses and developments may be permitted in this District:

- a. Permitted land uses and developments shall be established in the conditions of the Ordinance adopted by the City Council governing the particular Planned Development - Industrial District. Specific uses may only include those uses designated as permitted, accessory, or special uses in the "LI" or "HI" Industrial District, the "ORI" Office, Research and Light Industrial District and those uses in the "NC," "LC," or "GC" Commercial Districts, which are specifically related to the particular development.

5.13.06 Minimum Planned Development Site Size

The minimum site size for any of the Planned Development Districts shall be two (2) acres. This minimum sitesize may be waived by the City Council upon recommendation by the Planning and Zoning Commission if the parcel in question has certain unique characteristics such as, but not limited to, significant topographic change, significant trees or wooded areas, wet lands, floodplain areas, soil conditions, utility easements, or unusual shape or proportions; or, if it is determined that the use proposed is desirable or necessary in relationship to the surrounding neighborhood; or, if the City Council should determine such waiver to be in the general public interest.

5.13.07 Density and Dimensional Regulations and Performance Standards

1. *General Standards:* The approval of the Development Plan 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:
 - a. Inadequate or unsafe access to the planned development;
 - b. Traffic volumes exceeding the anticipated capacity of the proposed major street network in the vicinity;
 - c. 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;
 - d. A development which will be incompatible with the intent and purposes of this Ordinance;
 - e. Detrimental impact on surrounding area including, but not limited to, visual pollution;

The burden of proof that the criteria above are not being violated shall rest with the applicant and not the City of DeKalb.

5.13.11 Requirements and Procedures Prior to Recording of Plan

After the final development plan (and subdivision plat, if applicable), engineering plans and other associated documents have been approved by the City Council, the applicant shall meet the terms and conditions of Section 15.08, Article 15, "Subdivision of Land."

5.13.12 Final Development Plan Approval Not Acceptance of Dedication Offers

Approval of a planned development does not constitute acceptance by the City of the offer of dedication of any streets, utilities, sidewalks, parks or other public facilities shown on the plan. However, the City Council may accept any such offer of dedication by resolution and may delay such acceptance until such time that the Public Works Director determines that the public improvements have been completed in a satisfactory manner, and accepted or approved by the appropriate authority. (2017-044)

5.13.13 Amendments to Final Development Plan

1. *Minor Changes:* Minor changes in the location, siting and height of buildings and structures may be authorized by the Community Development Director without additional public hearings if required by engineering or other circumstances not foreseen at the time the final plan was approved. No change authorized by this subsection may cause any of the following:
 - a. A change in the use or character of the development;
 - b. An increase in overall coverage of structures;
 - c. An increase in the intensity of use;
 - d. An increase in the problems of traffic circulation and public utilities;
 - e. A reduction in approved open space;
 - f. A reduction of off-street parking and loading space;
 - g. A reduction in required pavement widths.

Notwithstanding anything foregoing to the contrary, all amendments, changes, or revisions to the final plan and plat of subdivision for any planned development located on parcels of property under common ownership which are at least 500 acres in size, shall constitute minor changes under this Section that may be authorized by the City Manager or Community Development Director without additional public hearings, provided that said amendments, changes, or revisions conform to the conditions and development standards established in the Ordinance adopted by the City Council governing the particular planned development.

~~g.~~

2. *Plan Amendments:* All other changes in use, or rearrangement of lots, blocks and building tracts, or any changes in the provision of common open spaces and changes other than listed above, must be approved by the City Council after report of the planning staff and recommendation by the Planning and Zoning Commission. Such amendments may be made only if they are shown to be required by changes in conditions that have occurred since the final plan was approved or by changes in community policy.

Any changes to the approved final plan must be recorded as amendments in accordance with the procedures and requirements of Article 20, "Amendments." Additionally, the City Council shall require the applicant to re- file his application subject to the requirements of this Section as if it were an entirely new application.

5.13.14 Failure to Initiate Construction After Final Development Plan Approval

EXHIBIT E
SCHEMATIC ENGINEERING PLAN

DEKALB INFRASTRUCTURE IMPROVEMENTS

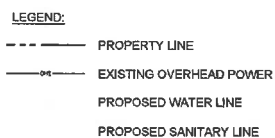
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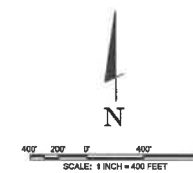


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FILE NO. 37144-01





NOTE: THE IMPROVEMENTS SHOWN ON THIS PLAN ARE SCHEMATIC IN NATURE AND ARE SUBJECT TO CHANGE THROUGH FINAL ENGINEERING.



04/09/2020



LEGEND:

- **PROPERTY LINE**
 **EXISTING OVERHEAD POWER**
 **PROPOSED WATER LINE**
 PROPOSED SANITARY LINE

NOTE: THE IMPROVEMENTS SHOWN ON THIS PLAN ARE SCHEMATIC IN NATURE AND ARE SUBJECT TO CHANGE THROUGH FINAL ENGINEERING.



04/09/2020

BARGE
DESIGN SOLUTIONS

THE UNIVERSITY OF MICHIGAN LIBRARY
100 TAPSCOTT DRIVE, ANN ARBOR, MI 48106-1000

EXHIBIT FOR
EVIDENCE
PURPOSES ONLY

DEKALB INFRASTRUCTURE IMPROVEMENTS

PROJECT VENTUS

51409 EXOMT 07/15

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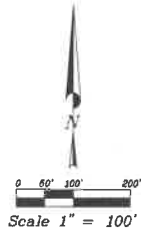
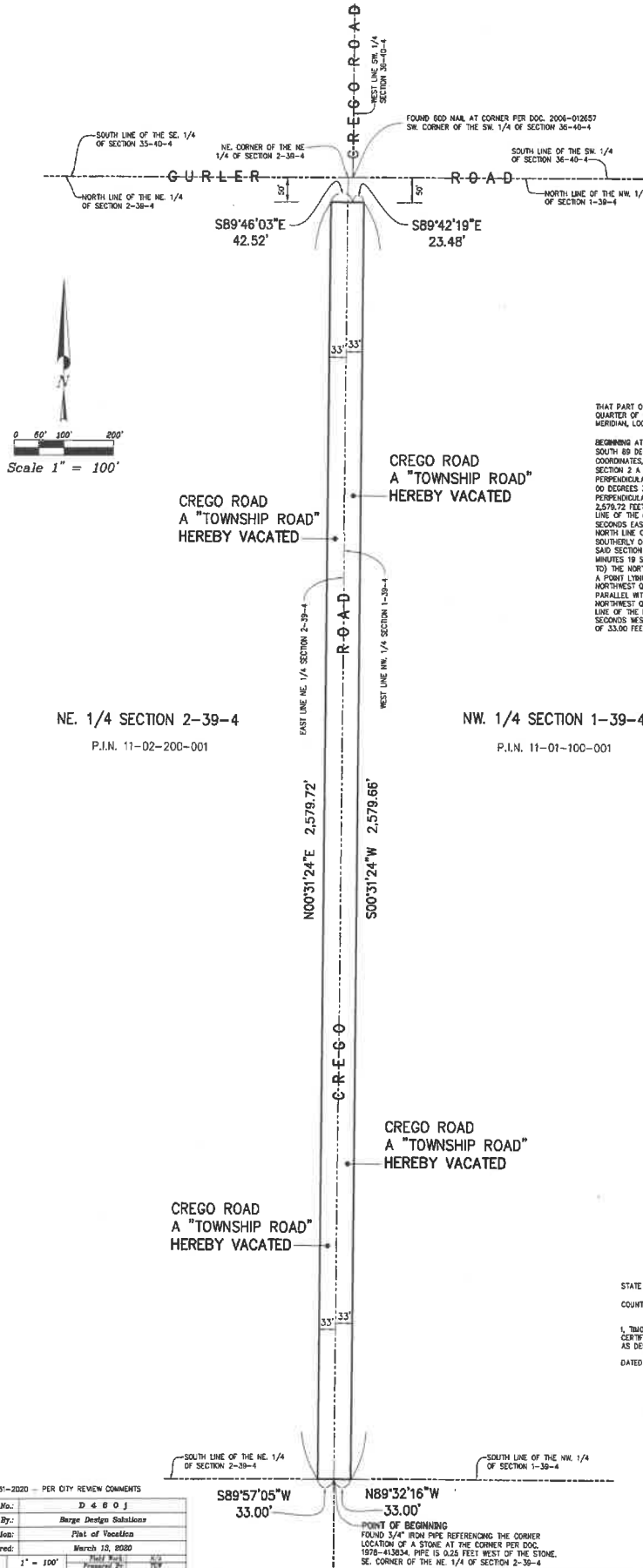
FILE NO. 32144-01

EXHIBIT F
PLAT OF VACATION

PLAT OF VACATION

OF

THAT PART OF THE NORTHWEST QUARTER OF SECTION 1, AND THAT PART OF THE NORTHEAST QUARTER OF SECTION 2,
ALL IN TOWNSHIP 39 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS



THAT PART OF THE NORTHWEST QUARTER OF SECTION 1 AND THAT PART OF THE NORTHEAST QUARTER OF SECTION 2, ALL IN TOWNSHIP 39 NORTH, RANGE 4 EAST, OF THE THIRD PRINCIPAL MERIDIAN, LOCATED IN DEKALB COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 2, THENCE SOUTH 89 DEGREES 57 MINUTES 03 SECONDS WEST (BASIS OF BEARINGS - ILLINOIS STATE PLANE COORDINATES, EAST ZONE (NAD83)) ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2 A DISTANCE OF 33.00 FEET TO A POINT LYING 33 FEET WESTERLY OF (MEASURED PERPENDICULAR TO) THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2; THENCE NORTH 00 DEGREES 31 MINUTES 24 SECONDS EAST PARALLEL WITH AND 33 FEET WESTERLY OF (MEASURED PERPENDICULAR TO) THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2 A DISTANCE OF 2,579.72 FEET TO A POINT LYING 50 FEET SOUTHERLY OF (MEASURED PERPENDICULAR TO) THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2; THENCE SOUTH 89 DEGREES 44 MINUTES 03 SECONDS EAST PARALLEL WITH AND 50 FEET SOUTHERLY OF (MEASURED PERPENDICULAR TO) THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2 AND PARALLEL WITH AND 50 FEET SOUTHERLY OF (MEASURED PERPENDICULAR TO) THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1 A DISTANCE OF 42.52 FEET TO A BEND POINT; THENCE SOUTH 89 DEGREES 42 MINUTES 18 SECONDS EAST PARALLEL WITH AND 50 FEET SOUTHERLY OF (MEASURED PERPENDICULAR TO) THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1 A DISTANCE OF 23.48 FEET TO A POINT LYING 33 FEET EASTERLY OF (MEASURED PERPENDICULAR TO) THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE SOUTH 00 DEGREES 31 MINUTES 24 SECONDS WEST PARALLEL WITH AND 33 FEET EASTERLY OF (MEASURED PERPENDICULAR TO) THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1 A DISTANCE OF 2,579.66 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE NORTH 89 DEGREES 32 MINUTES 16 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1 A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING, CONTAINING 3.909 ACRES, MORE OR LESS.

NE. 1/4 SECTION 2-39-4
P.I.N. 11-02-200-001

NW. 1/4 SECTION 1-39-4
P.I.N. 11-01-100-001

CERTIFICATE OF CITY COUNCIL

STATE OF ILLINOIS }
COUNTY OF DEKALB }

This is to certify that the attached plat was approved by the Mayor and City Council of the City of DeKalb, DeKalb County, Illinois.

on this _____ day of _____, 2020.

By: _____ Attest: _____

Mayor
(PLEASE SIGN & PRINT)

City Clerk
(PLEASE SIGN & PRINT)

STATE OF ILLINOIS }
COUNTY OF DUPAGE }

I, TIMOTHY G. WOLFE, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-003535, DO HEREBY CERTIFY THAT I HAVE PREPARED THIS PLAT OF VACATION FOR THAT PORTION OF CREGO ROAD AS DESCRIBED AND DEPICTED HEREON.

DATED THIS 13TH DAY OF MARCH IN THE YEAR 2020.

Timothy G. Wolfe
Illinois Professional Land Surveyor No. 35-003535
Jacob & Heffner Associates
by License Expires November 30, 2020



REVISED: 03-31-2020 - PER CITY REVIEW COMMENTS

Survey No.:	D 4 8 0 J
Ordered By:	Berge Design Solutions
Description:	Plat of Vacation
Date Prepared:	March 10, 2020
Scale:	1" = 100'
Prepared By:	Timothy G. Wolfe

POINT OF BEGINNING
FOUND 3/4" IRON PIPE REFERRING THE CORNER
LOCATION OF A STONE AT THE CORNER PER DOC.
1978-413634. PIPE IS 0.25 FEET WEST OF THE STONE.
SE. CORNER OF THE NE. 1/4 OF SECTION 2-39-4



JACOB & HEFFNER
ASSOCIATES
11715 Parkfield Road, Suite 100, Bensenville, IL 60015
PH: 630.451.1500 FAX: 630.451.1501
www.jacobandheffner.com
Illinois Professional Land Surveyor License No. 150-0000002 (Exp. 11/30/21)

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(301) 948-4242 • FAX (301) 948-4222
www.jacob-hefner.com
Interior Productions of Budget Films
Movie Van: 301-948-5322 Fax: 301-948-4222

EXHIBIT G
WATER AGREEMENT

WATER AGREEMENT

THIS WATER AGREEMENT (this "Agreement") is made and entered into as of April 27, 2020 ("Effective Date") by and between the City of DeKalb, a municipal corporation of the State of Illinois (the "City") and Ventus Tech Services LLC (together with its affiliates and their respective successors and assigns, "Customer"). The City and Customer are sometimes referred to herein collectively as the "Parties" and each individually as a "Party".

RECITALS

A. Customer owns certain real property consisting of approximately 505 acres of undeveloped land located in DeKalb, as more particularly described on Exhibit A hereto (the "Property").

B. Customer proposes to establish on the Property a multi-year, large-scale project that may include multiple buildings extending over a period of years with the use of one or more data centers and/or other facilities used to house, and in which are operated, maintained and replaced from time to time, computer systems and associated components, cooling systems, power supplies, and environmental controls, as well as certain accessory uses or buildings located on the Property and other related or associated uses, buildings or structures (collectively, the "Project").

C. The City finds developments such as the Project to be in the public interest of its citizens and thus desires to encourage and aid the Project in order to recruit the Project to the City.

D. Customer anticipates that the Project will require a substantial, long-term commitment of capital and resources of Customer, as well as the careful integration of public capital facilities, construction schedules and the phasing of the development of the Project, in order for the Project to be successful, both for Customer and the City. Customer is unwilling to risk such capital and resources without sufficient assurances from the City that adequate, reliable potable water ("Water") service, provided at reasonable rates, will be available to the Project and that Customer will have primary priority in uninterrupted service from the Water System (as defined below).

E. The City owns and operates within its municipal limits a potable Water System, hereinafter known as the "Water System." The City of DeKalb Water System pumps water from six deep wells served by deep sandstone aquifers, and also pumps water from three shallow wells served by sand and gravel aquifers that are essentially free of any radioactive contaminants such as Radium 226 and 228. All pumped water moves through five ion exchange/iron removal water treatment plants that reduce the amount of hardness and iron in the water, as well as any residual contaminants. In addition, chlorine and phosphorus are added to ensure the safety of the water supply, and fluoride is added to promote the development of strong teeth. Five emergency generators ensure the continuation of regular pumping and treatment operations during power outages.

F. The Parties have provided for the construction of certain improvements to the Water System that will enhance the Water services provided to the Project pursuant to that certain Development Agreement between the City and Customer, dated as of the Effective Date (the "Development Agreement").

G. The City desires to provide, and Customer desires to obtain, Water service to the Project through the Water System, on the terms and conditions set forth herein. In addition, the Parties desire to

confirm the availability of, and to reserve for Customer, Water service for the Project, as the same may be expanded or modified, of a quantity and quality that will support continuous, uninterrupted operation of the Project, as more particularly described herein, so as to induce Customer to acquire the Property and develop the Project on the Property in reliance on such availability and reservation.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Customer hereby agree as follows:

1. Intentionally left blank.

2. CURRENT AVAILABILITY; PERMITTED CAPACITY. The City represents, warrants and covenants to Customer as follows:

(a) Availability. Water service is currently available to the Property, and such existing Water service shall remain available to the Property during the entire period of construction and operation of the Project. For the avoidance of doubt, Customer shall not be obligated to use or take any portion of the Reservation (as defined below) or to commence or complete construction of any portion of the Project.

(b) Quality. The City has the ability to provide Water service through the System to the Property of a quality (i) not less than that provided on average by the City during the 5 calendar years prior to the Effective Date to its residential and industrial customers and (ii) at least as is required by (a) all applicable local, state and federal laws and regulations (collectively, "Laws") and (b) all permits issued to the City to provide Water service (such quality, the "Required Quality").

(c) Water System. The City owns and operates within its municipal limits the Water System, which has existing capacity that is not being used or reserved for use by others and is substantially in excess of existing and projected demands for Water service from the Water System. The City has the existing legal right pursuant to a valid operating permit issued to the City by the Illinois Environmental Protection Agency ("IEPA") The City of DeKalb (IEPA Facility Number IL0370100) has nine wells permitted through the IEPA: Well 7 (WL11403), Well 10 (WL11406), Well 11 (WL11407), Well 12 (WL11408), Well 13 (WL00274), Well 14 (WL00275), Well 15 (WL01235), Well 16 WL01247) and Well 17 (WL01313) which have a combined pumping capacity of 12.8 million gallons per day (MGD). In addition, the City of DeKalb has five water treatment plants (WTP) permitted through the IEPA: Seventh Street WTP (TP03), Lincoln Highway WTP (TP06), County Farm WTP (TP07), Corporate Drive WTP (TP09) and Dresser Road WTP (TP10) with a combined capability to treat and transport up to 12,398,400 gallons of potable Water per day with all pumps running continuously for 24 hours. The IEPA recommends a "finished" pumping period of 18 hours on-peak, that takes into account the need to alternately rest motors and equipment. The "finished" capacity of the Water System is 9,298,800 gallons during an eighteen-hour period. The City has no knowledge of any fact, circumstance or pending law, rule, regulation, order or directive that would or might cause a reduction in the Permitted Intake or limit the Permitted Water Use. Neither the City nor the IEPA caps the amount of Water usage for its customers under normal operating conditions.

(d) Intentionally left blank.

(e) Fire Capacity. The Water System has, and shall have at all times during the Term (as defined below), the capacity to deliver the minimum quantity of Water to the Project provided in Exhibit B for the duration provided in Exhibit B to supply Water to load the Project's sprinkler system and to supply Water to the Project in the event of a fire and shall meet all applicable fire codes.

(f) General. The City Council, after conducting a duly-noticed public meeting, adopted Ordinance No. 2020-023 on April 27, 2020, effective immediately upon adoption, which resolution (i) confirmed the City Council's approval of this Agreement and (ii) authorized the execution of this Agreement. The City has the full power and authority to enter into this Agreement and to perform its obligations hereunder. This Agreement is a valid and binding obligation, enforceable against the City in accordance with the terms hereof. The execution and delivery of this Agreement has been validly authorized by all necessary governmental or other action and does not conflict with any other agreements entered into by the City.

3. CAPACITY RESERVATION.

(a) Reservation. To ensure that the System will have sufficient capacity to provide Water service to the Project as the Project develops, thus ensuring that Customer may operate and expand the Project as it sees fit from time to time, the City guarantees and reserves for Customer's continuous use at all times during the Term the Water Capacity Reservation set forth and defined in Exhibit B (the "Reservation"). The City hereby allocates the Reservation for Customer's exclusive use and shall subtract the Reservation from its calculations of available capacity. The Reservation and the Water services provided hereunder shall at all times meet or exceed the Required Quality. The Reservation shall be continuously available to Customer at all times from and after the Effective Date. Customer shall use commercially reasonable efforts to provide the City with at least 30 days' advance written notice of the commencement of the use of each Tier (as defined in Exhibit B); provided, however, that failure to give such notice shall not preclude Customer's use of any Tier. Upon written request of either Party, the Parties shall review the Reservation every 5 years during the Term to determine whether a reduction or increase in the Reservation is appropriate and to plan services for the Project; provided, however, that no reduction in the Reservation shall be made without the prior written consent of Customer, which consent may be granted or withheld in Customer's sole discretion.

(b) Measurement. The Water Capacity Reservation and Customer's use of portions thereof shall be measured based on Customer's actual withdrawals from the Water System. At all times the Water Capacity Reservation shall be available at the property line, as set forth on Exhibit C, for the Property at a pressure of 45 pounds per square inch.

4. REDUNDANT SYSTEMS.

(a) Redundant Systems. The City acknowledges and agrees that Customer requires an uninterrupted supply of Water service to the Project. Subject to the terms and conditions of this Agreement, Customer may establish redundant and/or back up Water resources to serve the Project in accordance with applicable Laws, and the City hereby consents to the same. If Customer elects to establish redundant and/or backup Water sources by (i) drilling wells on the Property or in connection with the Project or (ii) collecting rainwater on the Property or in connection with the Project, the City shall not object to such establishment, including the installation, construction or maintenance of infrastructure and equipment in connection therewith, subject to Customer's compliance with applicable Laws.

(b) Intentionally left blank.

5. WATER SUPPLY PRIORITY.

(a) Nature of Operation of Project. The City acknowledges and agrees that the nature of the operation of the Project requires continuous and uninterrupted Water services. In the event of a Water shortage, the City agrees to meet and consult with Customer to discuss the impact of such Water shortage on the Project and to determine options for providing continuous and uninterrupted use by the

Project of the Reservation. No consumption measures or limitations arising from such shortages shall apply to the Project, unless required by clear and critical public health conditions and applicable Law. If any Water shortage is declared, the City will prioritize Water supply to services affecting public health, welfare and safety, including hospitals and booster stations. Thereafter, the City shall prioritize Water supply service to Customer above all other customers whose service is from the same portions of the System serving the Property. The City represents and warrants to Customer that Customer's use of Water in connection with the Project does not violate any requirements of the Code. The City covenants that (i) the monthly allocation of Water to Customer shall not be lowered except as set forth below, (ii) the City shall not limit or otherwise reduce or discontinue the flow of Water to the Project unless necessary to provide sufficient potable drinking water for the imminent protection of the health and safety of the citizens served by the Water System, and then only upon reasonable notice to Customer, and (iii) if the City enacts or amends any Water shortage ordinances and such ordinances create classifications of Water customers, the Project shall receive the classification with no lower priority for Water usage than any other customer of the Water System (other than services affecting public health, welfare and safety, including hospitals and booster stations), it being understood that the Project would not be located in the municipal limits of the City without the agreements set forth in this Agreement and that Customer currently intends to lawfully expend substantial funds in reliance on the Reservation and Customer has acquired a continuous right in the Reservation.

(b) Repairs; Maintenance. Due to the critical, 24 hours per day, 7 days per week operation of the Project, the City shall, at its sole cost and expense (other than the charges for actual services used by the Project), keep and maintain the portions of the Water System that serves the Project and related supporting infrastructure in good working condition and repair. Notwithstanding anything to the contrary set forth herein, the City shall within 24 hours following the commencement of any Service Interruption (as defined below) affecting the Water System, use commercially reasonable efforts to identify the cause of such Service Interruption and commence appropriate repair, restoration and maintenance measures to restore full System operations and service to the Project. The City shall diligently pursue such repair, restoration and maintenance measures until the Service Interruption is remedied and full Water System operations to the Project are restored. The City shall at all times have access to an inventory of spare components, parts, facilities, infrastructure and related appurtenances necessary for the City to fulfill its obligations hereunder. The City shall cause suitably trained employees or third-party maintenance contractors to be available and on call to provide critical repair, restoration and maintenance services 24 hours per day, 7 days per week. To the extent that full repair, restoration or maintenance of a Service Interruption shall not be completed within 24 hours following the commencement of such Service Interruption, the City shall promptly, but in any event not more than 48 hours following the commencement of the Service Interruption, coordinate with Customer to establish temporary alternative systems to restore Water service to the Project, which alternative systems shall remain fully operational until such time as a full repair, restoration or maintenance of the Water System is effectuated. The City shall maintain maintenance and repair records for the Water System, and upon Customer's reasonable request therefor, make such records promptly available for review by Customer or its employees, agents or representatives. A "Service Interruption" means a failure of the Water System to supply to the Project the volume of Water reserved under the Reservation for any period of time.

(c) Future Permitted Capacity. The City shall deliver to Customer notice of any facts or circumstances (including damage to any infrastructure serving the Project) that could result in a reduction in the Permitted Intake within 48 hours following learning of such facts or circumstances or that a reduction in Water service might result therefrom at the contact information provided at or after ratification of this agreement. The City shall within 30 days following issuance of any new or renewed permits relating to the Water System deliver to Customer copies of such permits. The City shall make available copies of its then-current permits relating to the Water System promptly upon Customer's request therefor.

(d) Future Operations. The City shall operate the Water System in compliance with all applicable Laws and permits and shall use appropriate best management practices for System operations. The City shall promptly provide to Customer any notice of violation, directive or order issued to the City in connection with the City's operation or management of the Water System (an "Enforcement Notice"), no later than 5 days following receipt thereof by the City. The City shall inform Customer within 5 days following the City's learning of any enforcement actions taken by IEPA, the State of Illinois or any agency thereof, or the United States Government or any federal agency against the City in connection with the City's operation or management of the Water System. If the City receives an Enforcement Notice that contains a demand, requirement or deadline that could result in a Service Interruption for the Project, then the City shall promptly, but in no event later than 5 days following its receipt of such Enforcement Notice, coordinate with Customer to establish temporary, alternative mechanisms to provide Water services until the applicable Service Interruption, if any, is repaired or restored. In the case of such a Service Interruption, the City shall use reasonable efforts under the circumstances to restore Water service at the level required under the Reservation. The City shall comply with all applicable federal and state public notification requirements regarding any Enforcement Notice.

6. FEES AND RATES FOR CONNECTIONS AND SERVICES. The Parties acknowledge and agree that standard fees, rates or other charges for the connection to or use of the Water System (collectively, the "Water Rate") are set forth in the DeKalb Municipal Code, Chapter 7, Section 7.01, et seq., and Chapter 24, Section 24.02, et seq. The Water Rate is subject to periodic adjustment, but any increases or decreases to the Water Rate must be approved by the City Council of the City of DeKalb.

(a) No Discrimination. The City shall not discriminate against Customer in connection with the setting of the Water Rate. The City shall set the Water Rate for the Project no higher than the lowest Water Rate, then-being charged by the City. Customer shall not be charged for use of, or otherwise obligated to pay amounts in connection with, the Water System, other than charges (at the Water Rate) attributable to the portion of the Reservation for Water actually consumed or used by the Project.

(b) Reasonable Fees and Rates. The City shall comply with the requirements of applicable Laws in connection with setting the Water Rate, and the Water Rate shall be reasonable. The Water Rate shall be based only upon the City's actual operating, maintenance and capital outlay expenses and the cost of capacity purchases from third parties and similar expenses for the Water System. Customer acknowledges that a public hearing must be held prior to any adjustment to the Water Rate. The City shall not charge Customer any additional fees or rates solely applicable to the Project, the Property or the data center industry or with the express or inferred intent to specifically or inequitably target the Project, the Property or the data center industry.

(c) Connection Fee. Customer agrees to pay the City's standard water connection fee, currently \$47,361 per tap connection for a tap size of six-inch or greater. Customer agrees to pay the City a standard water tap fee of \$300 per inch per tap connection. In addition, Customer agrees to pay for the purchase of any City owned and maintained water meter used to measure and bill water consumption within the site. The Connection Fees and Water Meter Fees represent the City's standard water fees and are set forth in the DeKalb Municipal Code.

(d) Effect of Non-Payment for Service. The City reserves the right to disconnect Water service for non-payment of undisputed amounts to the extent set forth in the Code; provided, however, that prior to any disconnection, the City shall provide Customer a minimum of 90 days (as defined below) after the date on which the unpaid invoice was due to pay such invoice and shall provide Customer with notification of termination at the Property at least 7 days before any service is disconnected.

(e) No Additional Fees. Without limiting the generality of the foregoing, the City agrees that Customer shall not be charged any application fees, connection fees or System development fees in connection with receiving service from the System, other than as set forth in this Agreement, and any requirements of the Code to the contrary are hereby waived.

7. Intentionally left blank.

8. TERM. The term of this Agreement (the "Term") shall commence on the Effective Date and continue until terminated in accordance herewith. The Customer may at any time and for any reason terminate this Agreement automatically upon notice thereof to the City.

9. ADDITIONAL PROPERTY. This Agreement is hereby adopted and approved by the City to apply to any real property within the municipal limits of the City that Customer may from time to time acquire following the Effective Date (whether in one or more parcels, "Additional Property"). If Customer acquires Additional Property, then automatically upon notice thereof to the City, this Agreement shall apply with respect to, and the definition of "Property" hereunder shall include, such Additional Property regardless of whether the legal description of such Additional Property is actually attached hereto.

10. ADDITIONAL TIERS. Customer anticipates that it may develop the Property in a manner that would require additional Tiers of Water capacity in addition to, and similar in size and scope to, Tier I, Tier II and Tier III (each, an "Additional Tier"). The City agrees to provide additional Water service to the Project sufficient to accommodate the Additional Tiers in the same amounts per Tier as the Reservation (the "Additional Reservation").

11. DEFAULT AND REMEDIES.

(a) Generally. In the event of a default of this Agreement, the non-defaulting Party shall provide written notice of the default to the defaulting Party and shall specify a period of not less than 15 days during which the defaulting Party shall have the right to cure such default; provided, however, that such cure period may be extended if (i) the default cannot reasonably be cured within the cure period provided in such notice, (ii) the curing Party notifies the non-defaulting Party of such fact by no later than the end of the cure period provided in the notice, (iii) the curing Party has theretofore been diligent in pursuing the cure and (iv) the curing Party in such extension notice covenants to (and thereafter actually does) diligently pursue the cure to completion. If the defaulting Party fails to cure the default, the non-defaulting Party may either (x) terminate this Agreement and seek damages from the defaulting Party or (y) enforce this Agreement by the remedy of damages or specific performance or both.

(b) Service Interruptions. Notwithstanding the foregoing but subject to Section 5(b), if the City breaches its obligations to provide continuous Water service under this Agreement, it shall be liable to Customer for damages to the extent arising from such breach. Further, in the event of a Service Interruption, the notice and response requirements of Section 5(b) shall be controlling in lieu of the notice and response periods provided pursuant to Section 11(a).

(c) Mutual Waiver of Consequential Damages. Except in the case of gross negligence, bad faith or willful misconduct, for which claims for consequential damages are expressly reserved by the Parties, each Party hereby waives all claims against the other Party for any consequential or indirect damages that may arise out of or relate to this Agreement.

12. MISCELLANEOUS.

(a) Recitals. The recitals of this Agreement are material terms hereof and shall be binding upon the Parties.

(b) Notice. Whenever any notice is required or permitted under this Agreement, it shall be in writing and shall be delivered personally, with acknowledgment of receipt being obtained by the delivering Party, or by U.S. Certified Mail, return receipt requested, or by overnight delivery service by a reliable company, such as Federal Express or United States Parcel Service. Until further notification by written notice in the manner required by this Section 12(b), notices to the Parties shall be delivered as follows:

City: City of DeKalb, Illinois
200 S. 4th Street
DeKalb, IL 60115
Attention: City Manager
John F. Donahue
Matthew D. Rose

Customer: Ventus Tech Services LLC
c/o Taft Stettinius & Hollister LLP
111 E. Wacker Drive, Suite 2800
Chicago, IL 60601
Attention: Graham C. Grady
Anthony R. Licata
Karl Camillucci

If notice is given by U.S. Certified Mail, then the notice shall be deemed to have been given on the second Business Day after the date the envelope containing the notice is deposited in the U.S. Mail, properly addressed to the Party to whom it is directed, postage prepaid. Notice made by personal delivery or overnight delivery shall be deemed given when received.

(c) Assignment. Customer may assign its rights and obligations under this Agreement to any (i) affiliate controlling, controlled by or under common control with Customer (and upon such assignment the assigning entity shall be relieved of its covenants, commitments and obligations hereunder) or (ii) subsequent owner of all or any portion of the Property. If Customer sells the Property in its entirety and assigns its rights and obligations hereunder to its successor in title to the Property, then Customer shall be relieved of all of its covenants, commitments and obligations hereunder.

(d) Run with the Land. This Agreement shall run with the Property and any portion thereof as it may be subdivided or recombined. Customer may record in the Official Records of the County of DeKalb, Illinois, a memorandum of this Agreement setting forth the existence of this Agreement.

(e) Entire Agreement. This Agreement, including all Exhibits attached hereto, contains the entire agreement between the Parties regarding the provision of Water service to the Project, and all prior or contemporaneous communications or agreements between the Parties or their respective representatives with respect to the subject matter herein, whether oral or written, are merged into this Agreement and extinguished. Except for Customer's right to modify the description of the Property from time to time as set forth in Section 9, no agreement, representation or inducement shall be effective to change, modify or terminate this Agreement, in whole or in part, unless in writing and signed by the Party

or Parties to be bound by such change, modification or termination. If any term or provision of this Agreement or any application thereof shall be unenforceable, the remainder of this Agreement and any other application of any such term or provision shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by Law. The Parties acknowledge and agree that this Agreement represents a negotiated agreement, having been drafted, negotiated and agreed upon by the Parties and their respective legal counsel. Therefore, the Parties agree that the fact that one Party or the other Party may have been primarily responsible for drafting or editing this Agreement shall not, in any dispute over the terms of this Agreement, cause this Agreement to be interpreted against such Party. It is the Parties' collective intention to encourage, promote and aid the Project so that the opportunities and positive community impacts of the Project are fully realized by the City, its citizens and Customer.

(f) Waivers. Neither Party may waive any condition or breach of any representation, term, covenant or condition of this Agreement, except in a writing signed by the waiving Party and specifically describing the condition or breach waived. The waiver by either Party of any condition or breach of any representation, term, condition or covenant contained in this Agreement shall not be deemed to be a waiver of any other representation, term, condition or covenant or of any subsequent breach of the same or of any other representation, term, condition or covenant of this Agreement.

(g) Governing Law. This Agreement is governed by and shall be construed in accordance with the laws of the State of Illinois.

(h) Interpretation. The section headings of this Agreement are for convenience of reference only and shall not be deemed to modify, explain, restrict, alter or affect the meaning or interpretation of any provision hereof. Whenever the singular number is used, and when required by the context, the same includes the plural, and the masculine gender includes the feminine and neuter genders. All references herein to "Section" or "Exhibit" reference the applicable Section of this Agreement or Exhibit attached hereto; and all Exhibits attached hereto are incorporated herein and made a part hereof to the same extent as if they were included in the body of this Agreement. The use in this Agreement of the words "including", "such as" or words of similar import when used with reference to any general term, statement or matter shall not be construed to limit such term, statement or matter to the specific terms, statements or matters, unless language of limitation, such as "and limited to" or words of similar import are used with reference thereto. Rather, such terms shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such term, statement or matter.

(i) Counterparts. This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the Parties in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A scanned or photocopy signature on this Agreement, any amendment hereto or any notice delivered hereunder shall have the same legal effect as an original signature.

(j) Business Days. As used herein, the term "Business Day" shall mean a day that is not a Saturday, Sunday or legal holiday in the State of Illinois. All other references to "days" hereunder shall mean calendar days. If the date for the performance of any covenant or obligation under this Agreement shall fall on a Saturday, Sunday or legal holiday in the State of Illinois, then the date for performance thereof shall be extended to the next Business Day.

(k) Effect on Other Vested Rights. This Agreement does not abrogate any rights established or preserved by any applicable Law, or by the Development Agreement or by any other agreement or contract executed by the City and Customer in connection with the Project, or that have vested or may vest pursuant to common law or otherwise.

(l) Confidential Information. Customer may designate any trade secrets or confidential business information included in any report or other writing delivered to the City pursuant to or in connection with this Agreement by any method intended to clearly set apart the specific material that Customer claims to be either its trade secrets or confidential business information that, if released, would give an advantage to competitors or result in unfair competitive injury to Customer (such information, collectively, "Confidential Business Information"). For the avoidance of doubt, data and information related to Customer's actual or projected consumption or usage of all or any portion of the Reservations shall be deemed Confidential Business Information. The City shall not disclose Confidential Business Information to any third party individual, corporation, or other entity without the prior written consent, and at the sole discretion of, Customer. In addition to the preceding sentence, to the extent that any Confidential Business Information may be responsive to any request received by the City pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* (the "Act"), the City acknowledges, covenants, and agrees that:

- i. All Confidential Business Information furnished by Customer to the City shall be, and is hereby, furnished pursuant to Section 7(1)(g) of the Act under a claim that the Confidential Business Information is proprietary, privileged, and confidential and that disclosure of any such Confidential Business Information would cause competitive harm to Customer;
- ii. If the City believes that any Confidential Business Information may be responsive to any request received by the City pursuant to the Act ("Request"), the City shall immediately, and in any event before the City responds to the Request, send a copy of the Request to Customer;
- iii. In response to any Request, the City shall, unless Customer authorizes disclosure in its sole discretion, deny the Request and assert all exemptions available pursuant to the Act, including, without limitation, Section 7(1)(g) of the Act, applicable to the responsive Confidential Information;
- iv. To the extent that any party that has submitted a Request appeals or files suit contesting the City's denial of the Request to the office of the Public Access Counselor of the Illinois Attorney General, the Circuit Courts of Cook or Lake County in Illinois, or any other governmental, administrative, or judicial body with jurisdiction over the matter ("Appeal"), the City shall immediately notify Customer in writing of the Appeal;
- v. Customer shall have the right, in its sole discretion and at no cost to Recipient, to take any legal, equitable, administrative, or other action that may be legally available to Customer to defend and oppose any Appeal;
- vi. The City shall not disclose any Confidential Business Information that is responsive to a Request unless and until Customer has either: (i) exhausted all of its remedies defending and opposing any Appeal and the body with jurisdiction to finally adjudicate or otherwise dispose of the Appeal has ordered Recipient to disclose Confidential Business Information, or (ii) Customer has authorized the City to disclose Confidential Business Information.
- vii. The costs, damages, penalties, and attorneys' fees in any proceeding commenced by Customer or at its request by the City to prevent or enjoin the release of Confidential Business Information in any public records relating to this Agreement or the Project shall be borne by Customer, who shall defend, indemnify, and hold harmless the City from all claims, costs, liabilities, damages, penalties, and attorney's fees arising out of any action by the City to redact or withhold Customer's Confidential Business Information at Customer's request.

(m) Attorneys' Fees. If any action is brought by either Party against the other Party, relating to or arising out of this Agreement or the enforcement hereof, the prevailing Party shall be entitled to recover from the other Party the reasonable attorneys' fees, costs and expenses incurred in connection

with the prosecution or defense of such action, including the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The provisions of this Section 12(m) shall survive the termination of this Agreement and the entry of any judgment and shall not merge, or be deemed to have merged, into any judgment.

(n) Further Assurances. Upon the request of the other Party, each Party agrees to (i) furnish to the other Party such requested information, (ii) execute and deliver to the other Party such requested documents and (iii) do such other acts and things reasonably required for the purpose of carrying out the intent of this Agreement.

(o) Waiver of Jury Trial. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (I) ARISING UNDER THIS AGREEMENT OR (II) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO. EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT EITHER PARTY MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS EVIDENCE OF SUCH WAIVER. THE VENUE FOR ANY SUCH COURT TRIAL SHALL BE IN EITHER THE CIRCUIT COURT OF DEKALB COUNTY, ILLINOIS OR THE UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF ILLINOIS, WESTERN DIVISION.

[Signatures appear on following page]

EXECUTION VERSION

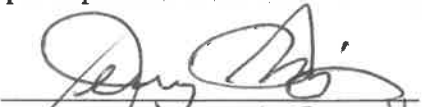
CITY:

City of DeKalb,
a municipal corporation of the State of Illinois

By:

Name:

Title:


Jerry Smith
Mayor




ATTEST:

~~City Clerk~~

By:

Name:

Title:


Ruth A. Scott
Executive Assistant

CUSTOMER:

Ventus Tech Services LLC,
a Delaware limited liability company

By:

Name:

Title:

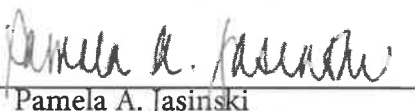

Pamela A. Jasinski
President

EXHIBIT A

PROPERTY

THAT PART OF THE NORTH HALF OF SECTION 2 AND THAT PART OF THE NORTH HALF OF SECTION 1, ALL IN TOWNSHIP 39 NORTH, RANGE 4 EAST, OF THE THIRD PRINCIPAL MERIDIAN, LOCATED IN DEKALB COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND SURVEY NAIL REFERENCING THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 2, PER SURVEY MONUMENT RECORD RECORDED AS DOCUMENT NUMBER 2016-004286 IN THE OFFICE OF THE DEKALB COUNTY RECORDER; THENCE SOUTH 89 DEGREES 38 MINUTES 34 SECONDS EAST (BASIS OF BEARINGS – ILLINOIS STATE PLANE COORDINATES, EAST ZONE (NAD83)) ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 49.06 FEET TO A FOUND ALUMINUM DISK REFERENCING THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 4 EAST, OF THE THIRD PRINCIPAL MERIDIAN, PER SURVEY MONUMENT RECORD RECORDED AS DOCUMENT NUMBER 2016-004285 IN THE OFFICE OF THE DEKALB COUNTY RECORDER; THENCE SOUTH 89 DEGREES 51 MINUTES 16 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2 A DISTANCE OF 45.93 FEET TO THE EASTERN RIGHT OF WAY LINE OF ILLINOIS ROUTE 23, PER THAT TRUSTEES DEED RECORDED AS DOCUMENT NUMBER 1973-375200 IN THE OFFICE OF THE DEKALB COUNTY RECORDER, SAID POINT ALSO BEING THE **POINT OF BEGINNING**; THENCE CONTINUING SOUTH 89 DEGREES 51 MINUTES 16 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2 AND ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2 A DISTANCE OF 2,599.89 FEET TO A FOUND 1 INCH IRON MATCHING THE TIES THAT REFERENCE THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 4 EAST, OF THE THIRD PRINCIPAL MERIDIAN, PER SURVEY MONUMENT RECORD RECORDED AS DOCUMENT NUMBER 2006-020095 IN THE OFFICE OF THE DEKALB COUNTY RECORDER; THENCE SOUTH 89 DEGREES 46 MINUTES 03 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2 AND ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1 A DISTANCE OF 2,646.05 FEET TO A FOUND MAGNAIL REFERENCING THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 4 EAST, OF THE THIRD PRINCIPAL MERIDIAN, PER SURVEY MONUMENT RECORD RECORDED AS DOCUMENT NUMBER 2006-012657 IN THE OFFICE OF THE DEKALB COUNTY RECORDER; THENCE SOUTH 89 DEGREES 42 MINUTES 19 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1 AND ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1 A DISTANCE OF 2,644.80 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 4 EAST, OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 89 DEGREES 41 MINUTES 46 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1 A DISTANCE OF 1,322.41 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 1; THENCE SOUTH 00 DEGREES 33 MINUTES 29 SECONDS WEST ALONG THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 1 A DISTANCE OF 2,640.98 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 1; THENCE NORTH 89 DEGREES 32 MINUTES 16 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1 A DISTANCE OF 1,323.96 FEET TO A FOUND 1 INCH IRON PIPE AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE

CONTINUING NORTH 89 DEGREES 32 MINUTES 16 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1 A DISTANCE OF 2,650.91 FEET TO A STONE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 1 (REFERENCED BY A FOUND IRON PIPE 0.25 FEET WEST OF THE STONE), PER SURVEY MONUMENT RECORD RECORDED AS DOCUMENT NUMBER 1978-413834 IN THE OFFICE OF THE DEKALB COUNTY RECORDER; THENCE SOUTH 89 DEGREES 57 MINUTES 05 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2 A DISTANCE OF 2,663.19 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 2; THENCE NORTH 00 DEGREES 33 MINUTES 43 SECONDS EAST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2 A DISTANCE OF 907.55 FEET TO THE NORTHEASTERN CORNER OF THE SOUTHERN 55 RODS (907.5 FEET) OF THE NORTHWEST QUARTER OF SAID SECTION 2; THENCE SOUTH 89 DEGREES 57 MINUTES 05 SECONDS WEST ALONG THE NORTHERN LINE OF THE SOUTHERN 55 RODS OF THE NORTHWEST QUARTER OF SAID SECTION 2 A DISTANCE OF 2,606.19 FEET TO A POINT ON THE EASTERN RIGHT OF WAY LINE OF ILLINOIS ROUTE 23, PER THAT TRUSTEES DEED RECORDED AS DOCUMENT NUMBER 1973-375200 IN THE OFFICE OF THE DEKALB COUNTY RECORDER; THENCE NORTH 00 DEGREES 32 MINUTES 30 SECONDS EAST ALONG SAID EASTERN RIGHT OF WAY LINE 698.92 FEET; THENCE NORTH 02 DEGREES 15 MINUTES 43 SECONDS EAST ALONG SAID EASTERN RIGHT OF WAY LINE 1,045.63 FEET TO THE **POINT OF BEGINNING**, CONTAINING 505.329 ACRES, MORE OR LESS.

EXHIBIT B

RESERVATION

1. **Water Capacity Reservation.** The Water capacity reservation for each Tier of the Project is 200,000 gallons per day, with a maximum flow rate of 2,500 gallons per minute, and within the range of minimum 45 pounds per square inch (the "**Water Capacity Reservation**"), which Customer anticipates will become necessary in the following "**Tiers**":

Tier	Pressure (PSI)	Peak Flowrate (GPM)	Peak Daily Volume (Gallons/Day)	Peak Monthly Volume (Gallons/Month)
I	45	2,500	200,000	1,600,000
II	45	2,500	400,000	3,200,000
III	45	2,500	600,000	4,800,000

2. **Temporary Construction Water.** The City acknowledges the need for temporary Water for construction purposes and will make available 200,000 gallons per day at a Chicago West Business Park location to serve construction purposes immediately after the Effective Date of this Agreement through the final build-out.

3. **Fire Capacity.** The City represents and warrants to Customer that the Water System has, and agrees that at all times during the Term of this Agreement the Water System will have the capacity to deliver a minimum of twenty five hundred (2,500) gallons of Water per minute to the Property for the duration of no less than (2) hours to supply Water to load the Project's sprinkler system and to supply Water to the Property in the event of a fire.

EXHIBIT C **TAP LOCATION**

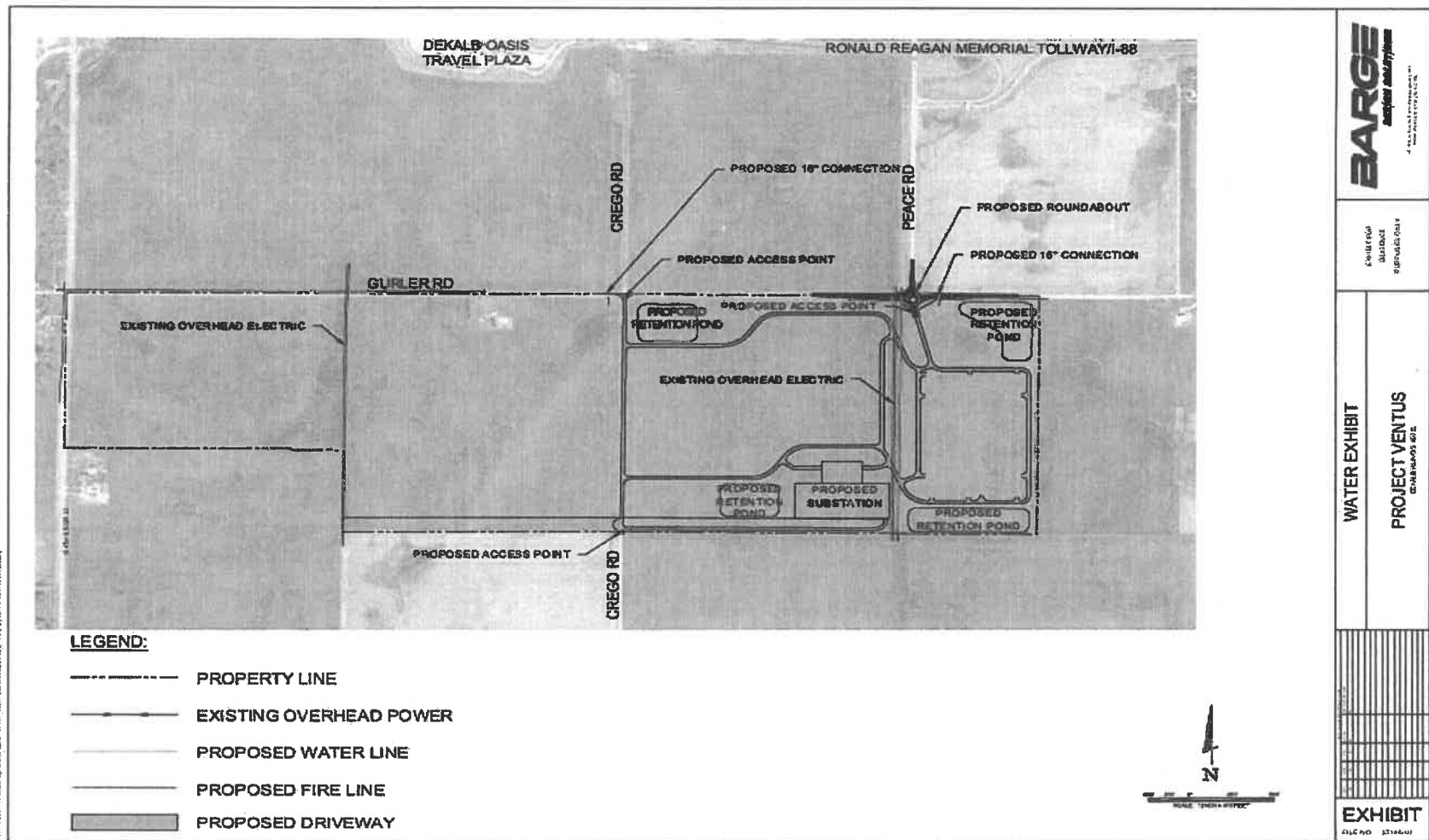


EXHIBIT C
(Notice of Publication)

EXHIBIT C

Certificate of the Publisher

Daily Chronicle

Description: PROJECT VENTUS ANNEX
LEGAL NOTICE NOTICE IS HE

CITY OF DEKALB LEGAL DEPT.
ATTN: BETH PATRICK
200 S FOURTH ST
DEKALB IL 60115

Shaw Media certifies that it is the publisher of the Daily Chronicle. The Daily Chronicle is a secular newspaper, has been continuously published daily for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City of DeKalb, County of DeKalb, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5.

A notice, a true copy of which is attached, was published 1 time(s) in the Daily Chronicle, namely one time per week for one successive week(s). Publication of the notice was made in the newspaper, dated and published on 03/24/2020

This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

In witness, Shaw Media has signed this certificate by Laura Shaw, its publisher, at DeKalb, Illinois, on 24th day of March, A.D. 2020

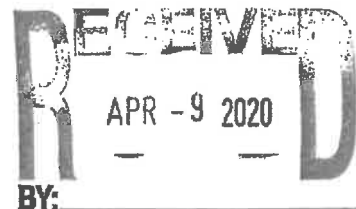
Shaw Media By:



Laura Shaw, Publisher

Account Number 40609

Amount \$365.18



LEGAL NOTICE

NOTICE is hereby given that a public hearing will be held before the DeKalb City Council at its regular meeting on Monday, April 13, 2020, at 6:00 p.m. in the DeKalb Municipal Building, 200 South Fourth Street, DeKalb, Illinois, on a petition by Ventus Tech Services, LLC for an annexation and development agreement in order to annex the property described below. Approval of the agreement would allow for the construction of a data center and accessory uses in an approximately 970,000 sq. ft. facility with an option to expand. The approximately 505 acres of property is generally located east of State Rt. 23 and south of Gurler Road and containing PINs 11-01-100-001, 11-01-200-002, 11-01-200-001, 11-02-100-001, 11-02-200-001 and legally described below.

TRACT I: (P.I.N. 11-01-100-001)

THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN IN DEKALB COUNTY, ILLINOIS.

TRACT II: (P.I.N. 11-01-200-002 and P.I.N. 11-01-200-001)

PARCEL 1: (P.I.N. 11-01-200-002)

THE WEST ONE-HALF (W 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION ONE (1), TOWNSHIP 39 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS, EXCEPTING THEREFROM PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 1; THENCE EASTERLY ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF SAID SECTION 1, A DISTANCE OF 337 FEET FOR THE PLACE OF BEGINNING; THENCE SOUTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 190 FEET; THENCE EASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 245 FEET; THENCE NORTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 190 FEET TO THE NORTH LINE OF SAID SECTION 1; THENCE WESTERLY A DISTANCE OF 245 FEET TO THE PLACE OF BEGINNING, SITUATED IN THE COUNTY OF DEKALB AND STATE OF ILLINOIS.

PARCEL 2: (P.I.N. 11-01-200-001)

PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 1; THENCE EASTERLY ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF SAID SECTION 1 A DISTANCE OF 337 FEET FOR THE PLACE OF BEGINNING; THENCE SOUTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 190 FEET; THENCE EASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 245 FEET; THENCE NORTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 190 FEET TO THE NORTH LINE OF SAID SECTION 1; THENCE WESTERLY A DISTANCE OF 245 FEET TO THE PLACE OF BEGINNING, SITUATED IN THE COUNTY OF DEKALB AND STATE OF ILLINOIS.

TRACT III: (P.I.N. 11-02-100-001 and P.I.N. 11-02-200-001)

PARCEL 1: (P.I.N. 11-02-100-001)

THE WEST EIGHTY-FIVE (85) ACRES OF THE NORTH ONE HUNDRED FIVE (105) ACRES OF THE NORTH WEST FRACTIONAL QUARTER (NW 1/4) OF SECTION TWO (2); ALSO, THE FOLLOWING DESCRIBED REAL ESTATE, TO-WIT: COMMENCING AT THE NORTH EAST CORNER OF THE NORTH WEST QUARTER (NW 1/4) OF SECTION TWO (2), THENCE RUNNING SOUTH ON SURVEY LINE TWENTY-SIX (26) CHAINS AND TWENTY-FIVE (25) LINKS, THENCE WEST SEVEN (7) CHAINS AND SIXTY-TWO (62) LINKS, THENCE NORTH TWENTY-SIX (26) CHAINS AND TWENTY-FIVE (25) LINKS, THENCE EAST ON SURVEY LINE SEVEN (7) CHAINS SIXTY-TWO (62) LINKS, TO THE PLACE OF BEGINNING. ALL SITUATED IN TOWNSHIP THIRTY-NINE (39) NORTH, RANGE FOUR (4), EAST OF THE THIRD (3RD) PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS.

LESS AND EXCEPT:

THAT PART OF THE NORTH 105 ACRES OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 2 AND THENCE SOUTH 89 DEGREES 21 MINUTES EAST ALONG THE NORTH LINE OF SAID SECTION 2 (THE BEARING FOR THE SAID NORTH LINE OF SAID SECTION 2 BEING ESTABLISHED IN RELATION TO THE ASSUMED BEARING ASSIGNED TO THE CENTER LINE OF ILLINOIS ROUTE 23), A DISTANCE OF 34.82 FEET TO AN ANGLE POINT; THENCE CONTINUING SOUTH 89 DEGREES, 32 MINUTES EAST ALONG THE NORTH LINE OF SAID SECTION 2, FOR A DISTANCE OF 60.04 FEET TO A POINT, WHICH POINT IS 60.0 FEET RIGHT AS MEASURED AT RIGHT ANGLES FROM THE CENTER LINE FOR FEDERAL AID ROUTE 24; THENCE SOUTH 2 DEGREES, 34.5 MINUTES WEST PARALLEL TO THE SAID CENTER LINE OF FEDERAL AID ROUTE 24 AND THE TANGENT TO THE CURVE OF THE CENTER LINE OF FEDERAL AID ROUTE 24, FOR A DISTANCE OF 1,045.19 FEET TO AN ANGLE POINT; THENCE CONTINUING SOUTH 0 DEGREES, 51 MINUTES WEST TO THE SAID CENTER LINE OF FEDERAL AID ROUTE 24 AND THE TANGENT TO THE CURVE OF THE CENTER LINE OF FEDERAL AID ROUTE 24 FOR A DISTANCE OF 689.24 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 105 ACRES OF THE NORTHWEST FRACTIONAL QUARTER OF SAID SECTION 2, WHICH POINT IS 60.0 FEET RIGHT AS MEASURED AT RIGHT ANGLES FROM THE SAID CENTER LINE OF FEDERAL AID ROUTE 24; THENCE NORTH 89 DEGREES, 01 MINUTES WEST, FOR A DISTANCE OF 80.94 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 2; THENCE NORTH 0 DEGREES 46 MINUTES EAST ALONG THE WEST LINE OF SAID SECTION 2, A DISTANCE OF 1,743.18 FEET TO THE PLACE OF BEGINNING.

PARCEL 2: (P.I.N. 11-02-200-001)

THE NORTH EAST FRACTIONAL QUARTER (NE 1/4) OF SECTION TWO (2) IN TOWNSHIP THIRTY-NINE (39) NORTH, RANGE FOUR (4), EAST OF THE THIRD (3RD) PRINCIPAL MERIDIAN, SITUATED IN THE COUNTY OF DEKALB, IN THE STATE OF ILLINOIS.

All interested persons are invited to appear and be heard at the time and place listed above. Interested persons are also encouraged to submit written comments on the proposal to the City of DeKalb, Community Development Department, 200 South Fourth Street, DeKalb, Illinois, 60115 or the Online Public Comment Submission Form at <https://www.city-of-dekalb.com/FormCenter>. Further information regarding the petition is also available from the Community Development Department at (815) 748-2070 or on the City of DeKalb's web page at <https://www.cityofdekalb.com/1103/Public-Hearings>.

Mayor Jerry Smith
City of DeKalb

(Published in the Daily Chronicle March 24, 2020.) 1765836