



2020009547

DOUGLAS J. JOHNSON
RECORDER - DEKALB COUNTY, IL

RECORDED: 9/17/2020 02:15 PM
REC FEE: 75.00

STATE OF ILLINOIS)
COUNTY OF DEKALB) SS
CITY OF DEKALB)

PAGES: 11

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RECORDER NOT RESPONSIBLE
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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 2020-053

APPROVING A FIRST AMENDMENT TO THE AMENDED AND RESTATED PARK 88 DEVELOPMENT AGREEMENT TO REMOVE A 3.3 ACRE "PUBLIC USE" SITE IN THE PARK 88 DEVELOPMENT LOCATED ALONG MACOM DRIVE, DEKALB, ILLINOIS.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, on the 10th day of August 2020.

WITNESS my hand and the official seal of said City this 16th day of September 2020.

RUTH A. SCOTT, Executive Assistant



Prepared by: *Return to:*

City of DeKalb
City Manager's Office
Attention: Ruth A. Scott
164 E. Lincoln Highway
DeKalb, Illinois 60115

ORDINANCE 2020-053

PASSED: AUGUST 10, 2020

APPROVING A FIRST AMENDMENT TO THE AMENDED AND RESTATED PARK 88 DEVELOPMENT AGREEMENT TO REMOVE A 3.3 ACRE "PUBLIC USE" SITE IN THE PARK 88 DEVELOPMENT LOCATED ALONG MACOM DRIVE, DEKALB, ILLINOIS.

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, the City and Park 88 Group, LLC are parties to a certain Amended and Restated Park 88 Development Agreement dated as of July 22, 2019 (Ordinance 2019-052) and recorded with the DeKalb County Recorder as Document 2019011274 (the "Agreement"); and

WHEREAS, Article II, Section C of the Agreement provides that Park 88 Group, LLC shall convey to the City a certain site in the Park 88 development (the "Public Use Site"); and

WHEREAS, the City no longer desires to own the Public Use Site; and

WHEREAS, the City and Park 88 Group, LLC have agreed to waive the conveyance of the Public Use Site as further provided in the same or substantially similar form as Exhibit A attached hereto and incorporated herein (the "First Amendment"); and

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

WHEREAS, on August 10, 2020, the City's corporate authorities held the public hearing on the approval of the First Amendment; and

WHEREAS, the City's corporate authorities have considered the First Amendment and have determined that approving it 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 foregoing recitals are true, correct, material, adopted and incorporated herein as Section 1 to this Ordinance.

SECTION 2: Amendments to the Development and Annexation Agreements 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 First

Amendment attached hereto and incorporated herein as Exhibit A to this Ordinance, and further authorize and direct the Mayor to execute, and the City Clerk or Executive Assistant to attest, the First Amendment.

SECTION 3: Recording Directed: The City Manager or his designee are authorized to record this Ordinance and the First Amendment in the DeKalb County Recorder's Office.

SECTION 4: 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.

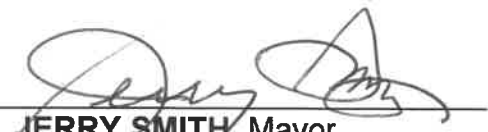
SECTION 5: Effective date: This Ordinance shall be in full force and effect after passage and publication pursuant to law.

ADOPTED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a Regular meeting thereof held on the 10th day of August 2020 and approved by me as Mayor on the same day. Passed on First Reading by an 8-0 roll call vote. Aye: Morris, Finucane, Smith, Perkins, McAdams, Verbic, Faivre, Mayor Smith. Nay: None. Second Reading waived by an 8-0 roll call vote. Aye: Morris, Finucane, Smith, Perkins, McAdams, Verbic, Faivre, Mayor Smith. Nay: None.

ATTEST:



RUTH A. SCOTT, Executive Assistant



JERRY SMITH, Mayor



EXHIBIT A
(First Amendment to Amended and Restated Park 88 Annexation and
Development Agreement)

EXHIBIT A

First Amendment to Amended and Restated Park 88 Development Agreement

This First Amendment to Amended and Restated Park 88 Development Agreement (“**First Amendment**”) is dated as of August 10, 2020 and is made by and between the City of DeKalb, an Illinois municipal corporation located in DeKalb County, Illinois, (the “**City**”), and Park 88 Group, LLC, a Delaware limited liability company (the “**Owner**”).

Recitals:

A. The City and Owner are parties to a certain Amended and Restated Park 88 Development Agreement dated as of July 22, 2019 and recorded with the DeKalb County Recorder as Document 2019011274 (“**Original Agreement**”).

B. Owner is the owner of record of the Public Use Parcel (as defined in the Original Agreement).

C. The City and Owner each desire to amend the Original Agreement as more particularly described in this First Amendment.

Now, therefore, in consideration of the foregoing Recitals (all of which are incorporated into and made a part of this First Amendment, as if fully set forth herein), Owner and the City each hereby covenant and agree as follows:

1. Defined Terms; Incorporation of Recitals. Terms that are capitalized but not otherwise defined in this First Amendment but are defined in the Original Agreement will have the same meaning herein as given to them in the Original Agreement. The Recitals set forth above are hereby incorporated into this First Amendment and are hereby made a part hereof, as if fully set forth herein. The Original Agreement, as amended by this First Amendment, will herein and hereafter be called the “**Agreement.**”

2. Conveyance of Public Use Site. The City hereby waives the requirement in the Original Agreement that Owner convey the Public Use Site to the City. Article II.C of the Original Agreement is hereby deleted in its entirety.

3. Full Force and Effect. Except as expressly amended by this First Amendment, the Original Agreement will remain in full force and effect in accordance with its terms, provisions and conditions.

[Signatures on Following Pages]

In Witness Whereof, Owner and the City have each caused this First Amendment to be executed and delivered as of the date first written above.

CITY:

CITY OF DEKALB, an Illinois Municipal corporation

By: [Signature]
Jerry Smith

Attest [Signature]
Ruth A. Scott

STATE OF ILLINOIS)
COUNTY OF DEKALB)

I, Jason Raymond Blumenthal, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Jerry Smith, being the Mayor and Ruth A. Scott being the Executive Asst. of the City of DeKalb, an Illinois home rule municipal corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said municipal corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 12 day of August, 2020.

[Signature]

Notary Public

My Commission Expires: 7/22/2023



"Owner"

Park 88 Group, LLC, a Delaware limited liability company

By: Mark Goode
Name: MARK GOODE
Its: MANAGER

Acknowledgement

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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

Given, under my hand and notarial seal this 8th day of SEPTEMBER, 2020.

Daniel J. Polenska
NOTARY PUBLIC

My Commission Expires:

3/14/2021

[SEAL]



**EXHIBIT B
(Notice of Publication)**

Daily Chronicle

EXHIBIT B

**DAILY
CHRONICLE**

Publication Name:
Daily Chronicle

Publication URL:
www.daily-chronicle.com

Publication City and State:
DeKalb, IL

Publication County:
DeKalb

Notice Popular Keyword Category:

Notice Keywords:
jerry smith

Notice Authentication Number:
**202007241319405159127
1122051138**

Notice URL:

[Back](#)

Notice Publish Date:
Friday, July 24, 2020

Notice Content

PUBLIC NOTICE LEGAL NOTICE NOTICE Is hereby given that a public hearing will be held before the DeKalb City Council at its regular meeting on Monday, August 10, 2020, at 6:00 p.m. in the Yusunas Meeting Room at the DeKalb Public Library, 309 Oak Street, DeKalb, Illinois, on a petition by Park 88 Group, LLC to approve a First Amendment to the Amended and Restated Park 88 Development Agreement approved by Ordinance 2019-052 dated July 22, 2019 and recorded with the DeKalb County Recorder's Office on December 5, 2019 as Document No. 2019011274 regarding the property described below to remove a 3.3 acre "Public Use" site in the Park 88 development located along Macom Drive. The subject property is generally located along the west side of Peace Road, south of E. Lincoln Highway and north of Fairview Drive. THAT PART OF THE WEST HALF OF SECTION 25 AND THAT PART OF SECTION 26, AND THAT PART OF THE SOUTHWEST QUARTER OF SECTION 24, ALL IN TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF OUTLOT A IN PARK 88 UNIT 1, PER DOCUMENT NUMBER 2004019757; THENCE THE FOLLOWING 3 COURSES ALONG THE LIMITS OF SAID PARK 88 UNIT 1: 1) NORTH 00 DEGREES 15 MINUTES 42 SECONDS EAST, A DISTANCE OF 43.94 FEET; 2) THENCE NORTH 24 DEGREES 28 MINUTES 05 SECONDS EAST, A DISTANCE OF 4176.61 FEET; 3) THENCE SOUTH 89 DEGREES 31 MINUTES 26 SECONDS EAST, A DISTANCE OF 2216.49 FEET; THENCE NORTH 00 DEGREES 19 MINUTES 28 SECONDS EAST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 25, A DISTANCE OF 651.28 FEET TO THE LIMITS OF LINCOLN INDUSTRIAL PARK SUBDIVISION PER DOCUMENT NUMBER 387022; THENCE THE FOLLOWING 4 COURSES ALONG THE LIMITS OF SAID LINCOLN INDUSTRIAL PARK SUBDIVISION: 1) SOUTH 89 DEGREES 47 MINUTES 54 SECONDS EAST, A DISTANCE OF 908.22 FEET; 2) THENCE NORTH 00 DEGREES 22 MINUTES 56 SECONDS EAST, A DISTANCE OF 1084.85 FEET; THENCE SOUTH 76 DEGREES 47 MINUTES 54 SECONDS EAST, A DISTANCE OF 124.01 FEET; 4) THENCE SOUTH 02 DEGREES 07 MINUTES 30 SECONDS WEST ALONG SAID LIMITS AND SAID LIMITS EXTENDED SOUTHERLY, A DISTANCE OF 364.47 FEET; THENCE SOUTH 82 DEGREES 38 MINUTES 50 SECONDS EAST, A DISTANCE OF 298.72 FEET; THENCE NORTH 00 DEGREES 22 MINUTES 56 SECONDS EAST, A DISTANCE OF 99.66 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 01 SECONDS EAST, A DISTANCE OF 580.57 FEET; THENCE NORTH 10 DEGREES 57 MINUTES 09 SECONDS EAST, A DISTANCE OF 135.69 FEET; THENCE SOUTH 75 DEGREES 36 MINUTES 07 SECONDS EAST, A DISTANCE OF 186.85 FEET; THENCE NORTH 14 DEGREES 23 MINUTES 51 SECONDS EAST, A DISTANCE OF 221.01 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 38 (LINCOLN HIGHWAY); THENCE THE FOLLOWING 2 COURSES ALONG SAID SOUTHERLY RIGHT OF WAY LINE; 1) SOUTH 70 DEGREES 47 MINUTES 28 SECONDS EAST, A DISTANCE OF 22.58 FEET; 2) THENCE SOUTH 74 DEGREES 56 MINUTES 50 SECONDS EAST, A DISTANCE OF 235.57 FEET; THENCE SOUTH 00 DEGREES 31 MINUTES 01 SECONDS WEST, A DISTANCE OF 89.61 FEET; THENCE SOUTH 75 DEGREES 40 MINUTES 15 SECONDS EAST, A DISTANCE OF 137.90 FEET TO A LINE 92.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 24; THENCE SOUTH 00 DEGREES 16 MINUTES 41 SECONDS WEST ALONG SAID PARALLEL LINE, A

DISTANCE OF 111.10 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 00 DEGREES 26 MINUTES 26 SECONDS WEST ALONG A LINE 92.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID WEST HALF OF SECTION 25, A DISTANCE OF 5279.33 FEET TO THE NORTH LINE OF FAIRVIEW DRIVE; THENCE THE FOLLOWING 25 COURSES ALONG SAID NORTH LINE: 1) NORTH 89 DEGREES 30 MINUTES 26 SECONDS WEST, A DISTANCE OF 607.26 FEET; 2) THENCE NORTH 00 DEGREES 29 MINUTES 34 SECONDS EAST, A DISTANCE OF 7.00 FEET; 3) THENCE NORTH 89 DEGREES 30 MINUTES 26 SECONDS WEST, A DISTANCE OF 60.00 FEET; 4) THENCE NORTH 00 DEGREES 29 MINUTES 34 SECONDS EAST, A DISTANCE OF 10.00 FEET; 5) THENCE NORTH 89 DEGREES 30 MINUTES 26 SECONDS WEST, A DISTANCE OF 200.00 FEET; 6) THENCE SOUTH 00 DEGREES 29 MINUTES 34 SECONDS WEST, A DISTANCE OF 10.00 FEET; 7) THENCE NORTH 89 DEGREES 30 MINUTES 26 SECONDS WEST, A DISTANCE OF 100.00 FEET; 8) THENCE SOUTH 00 DEGREES 29 MINUTES 34 SECONDS WEST, A DISTANCE OF 7.00 FEET; 9) THENCE NORTH 89 DEGREES 30 MINUTES 26 SECONDS WEST, A DISTANCE OF 200.00 FEET; 10) THENCE NORTH 00 DEGREES 29 MINUTES 34 SECONDS EAST, A DISTANCE OF 7.00 FEET; 11) THENCE NORTH 89 DEGREES 30 MINUTES 26 SECONDS WEST, A DISTANCE OF 860.00 FEET; 12) THENCE SOUTH 00 DEGREES 29 MINUTES 34 SECONDS WEST, A DISTANCE OF 7.00 FEET; 13) THENCE NORTH 89 DEGREES 30 MINUTES 26 SECONDS WEST, A DISTANCE OF 130.68 FEET; 14) THENCE NORTH 00 DEGREES 29 MINUTES 34 SECONDS EAST, A DISTANCE OF 2.00 FEET; 15) THENCE NORTH 89 DEGREES 30 MINUTES 26 SECONDS WEST, A DISTANCE OF 60.21 FEET; 16) THENCE NORTH 00 DEGREES 29 MINUTES 34 SECONDS EAST, A DISTANCE OF 15.00 FEET; 17) THENCE NORTH 89 DEGREES 30 MINUTES 26 SECONDS WEST, A DISTANCE OF 311.18 FEET; 18) THENCE NORTH 89 DEGREES 44 MINUTES 09 SECONDS WEST, A DISTANCE OF 1658.83 FEET; 19) THENCE SOUTH 00 DEGREES 15 MINUTES 51 SECONDS WEST, A DISTANCE OF 17.00 FEET; 20) THENCE NORTH 89 DEGREES 44 MINUTES 09 SECONDS WEST, A DISTANCE OF 329.31 FEET; 21) THENCE NORTH 00 DEGREES 15 MINUTES 51 SECONDS EAST, A DISTANCE OF 7.00 FEET; 22) THENCE NORTH 89 DEGREES 44 MINUTES 09 SECONDS WEST, A DISTANCE OF 428.42 FEET; 23) THENCE NORTH 00 DEGREES 15 MINUTES 51 SECONDS EAST, A DISTANCE OF 10.00 FEET; 24) THENCE NORTH 89 DEGREES 44 MINUTES 09 SECONDS WEST, A DISTANCE OF 171.45 FEET; 25) THENCE NORTH 89 DEGREES 48 MINUTES 13 SECONDS WEST, A DISTANCE OF 1285.39 FEET TO SAID POINT OF BEGINNING, IN DEKALB COUNTY, 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, 164 E. Lincoln Highway DeKalb, Illinois, 60115 or the Online Public Comment Submission Form at <https://www.cityofdekalb.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 July 23, 2020.) 1799857

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SITE PLAN
11-1557-01

TARGET

PUBLIC USE SITE

MUNICIPAL LOT ACRES

LOT 3
3.25 ACRES
PAD READY

LOT 10
13.31 ACRES
PAD READY

LOT 1
2.25 ACRES
PAD READY

3M
LOT 9
EXISTING BUILDING
418,230 S.F.
P.A.R. - 100%
21.01 ACRES

3M
LOT 11
EXISTING BUILDING
487,788 S.F.
P.A.R. - 99%
14.78 ACRES

3M
LOT 12
EXISTING BUILDING
407,200 S.F.
P.A.R. - 99%
14.71 ACRES

LOT 13
10.69 ACRES
711,600 S.F.
PAD READY
DIVISIBLE

LOT 6
107.75 ACRES
319 PARCELS

