

RESOLUTION 2022-067

This resolution and the accompanying intergovernmental agreement are void because of the failure of a necessary condition precedent, i.e., the contingent-contract purchaser's failure to timely purchase the subject property.

APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DEKALB, DEKALB COUNTY, DEKALB COUNTY SHERIFF'S OFFICE, AND THE TERRACES AT DEKALB, LLC (SUBURBAN APARTMENTS AND ESTATES).

WHEREAS, the City of DeKalb (the "City") is a home rule unit of local government and 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 Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, and Article VII, Section 10, of the Illinois Constitution of 1970 authorize intergovernmental cooperative agreements; and

WHEREAS, the City, DeKalb County, DeKalb County Sheriff's Office, and the Terraces of DeKalb, LLC negotiated an intergovernmental agreement (IGA) in the form attached hereto and incorporated herein as Exhibit A (the "IGA") for the redevelopment of the property commonly known as the Suburban Apartments and Estates; and

WHEREAS, the City's corporate authorities find that approving the IGA is in the City's best interests for the protection of the public health, safety, and welfare; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

SECTION 1: The City's corporate authorities approve, authorize, and direct the Mayor to execute the IGA on the City's behalf in the same or substantially similar form as Exhibit A attached hereto and incorporated herein and for the City Manager to take all necessary acts to effect the IGA.

SECTION 2: This resolution and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such resolution should (a) contain terms contrary to the provision 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 City's corporate authorities that to the extent that the terms of this resolution should be inconsistent with any non-preemptive state law, that this resolution shall supersede state law in that regard within its jurisdiction.

SECTION 3: This resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a Regular meeting thereof held on the 8th day of August 2022 and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Morris, Larson, Smith, Perkins, McAdams, Verbic, Faivre, Barnes (Remote). Nay: None.




COHEN BARNES, Mayor

ATTEST:



Ruth A. Scott, Executive Assistant

EXHIBIT A
(Suburban Apartments and Estates IGA)

INTERGOVERNMENTAL AGREEMENT
(Suburban Apartments and Estates)

This Intergovernmental Agreement (the “Agreement”) is made and entered on August 17, 2022 (the “Effective Date”), by and between the City of DeKalb (the “City”), an Illinois municipal corporation, DeKalb County (the “County”), an Illinois county and body politic, DeKalb County Sheriff’s Office (the “Sheriff”), and The Terraces at Dekalb LLC (the “Developer”), a Delaware limited liability company, authorized to transact business in Illinois.

RECITALS:

WHEREAS, units of local government may contract among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, and Article VII, Section 10, of the Illinois Constitution of 1970; and

WHEREAS, units of local government may contract among themselves and corporations in any manner not prohibited by law or ordinance pursuant to Article VII, Section 10, of the Illinois Constitution of 1970; and

WHEREAS, City is a home rule unit of local government and 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, County is a non-home rule unit of local government and may exercise only those powers provided by law; and

WHEREAS, Sheriff is an officer of the County and may exercise those duties, powers, and functions provided by law or County ordinance; and

WHEREAS, Developer is the contingent-contract purchaser of property legally described on Exhibit A attached hereto and incorporated herein (the “Property”); and

WHEREAS, the Property is approximately 80 acres in size and is generally located south of Twombly Road and west of N. Annie Glidden Road; and

WHEREAS, the Property is located entirely within unincorporated DeKalb County and is contiguous to the City’s corporate limits; and

WHEREAS, the Property consists of approximately 530 residential apartment units and a solar garden; and

WHEREAS, the Property’s existing water system consists of two private wells, pressure tanks, various water treatment equipment and apparatuses, and a water distribution system consisting of 6-inch and 8-inch cast iron water main, valves, hydrants and water service lines, which provide inadequate water supply to the Property ; and

WHEREAS, the Property has been in a state of distress, disrepair, underutilization, obsolescence, and blighted conditions for several years due to the Property’s existing ownership, management, maintenance, and water infrastructure; and

WHEREAS, Developer anticipates acquiring, repairing, rehabilitating, renovating, and maintaining the Property to market standards at an estimated cost of \$30,000,000.00 (the “Project”); and

WHEREAS, Developer represents that the Project would not be completed but for the provision of certain incentives from the City, County, and Sheriff generally consisting of the Property’s annexation into the City, water infrastructure improvements, and police protection services, but that Developer otherwise has sufficient financing, expertise, and skill to complete the Project in accordance with this Agreement; and

WHEREAS, City, County, and Sheriff desire to provide the requested incentives for the Project; and

WHEREAS, City may exercise its home rule powers to perform its functions under this Agreement including, but not limited to, contracting with Developer to provide the incentives for the Project and contracting with County and Sheriff to obtain or share services and to exercise, combine, or transfer the City's powers or functions to provide the annexation, water infrastructure improvements, and police protection services; and

WHEREAS, City, County, and Sheriff are not prohibited by law or ordinance from exercising their powers and performing their functions under this Agreement; and

WHEREAS, City, County, and Sheriff find that approving this Agreement is in their best interests to protect the public health, safety, morals, and welfare of their residents; and

WHEREAS, the Parties are legally authorized to enter into this Agreement and to perform all of their respective undertakings and covenants set forth herein.

NOW, THEREFORE, in consideration of the promises, undertakings and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged by the Parties to this Agreement, the City, County, Sheriff, and Developer agree as follows:

1.0 Recitals: The foregoing recitals are true, correct, material, adopted, and incorporated into this Agreement as if fully set forth in this section.

2.0 Developer's Ownership of the Property:

2.1 Acquisition of the Property. Subject to Force Majeure (as defined herein), Developer agrees to acquire title to the Property by October 1, 2022, or such other date as may be mutually agreed upon by the Parties' designated representatives that is not later than March 1, 2023 (the "Acquisition Date"). Developer's failure to acquire the Property by the Acquisition Date shall not be deemed a breach of this Agreement by

Developer. Developer shall promptly give written notice to the Parties that it has become record owner of the Property.

2.2 Condition Precedent. The Parties stipulate that Developer's ownership of the Property is a necessary condition precedent to the performance of the respective duties of the Parties under this Agreement. If Developer does not acquire the Property on or before the Acquisition Date, this Agreement shall be deemed null and void and of no further force and effect and the Parties shall have no further obligations hereunder.

2.3 The Project. Upon the Property's annexation into the City, Developer shall commence and substantially complete the Project with reasonable professional skill and in substantial accordance with this Agreement within eighteen (18) months of the date of the issuance of all permits that the City requires for Developer to complete the Project. The Project and the Property's redevelopment shall substantially conform to the plans approved by City staff and comply with City's Municipal Code (the "Code") and all other applicable ordinances, regulations, and laws. City shall promptly issue permits requested by Developer in connection with the Project. Developer shall pay all applicable building permit fees required by the Code for the Project.

2.4 Maintenance of the Property. Upon becoming record owner of the Property, Developer shall designate an agent, employee, or contractor to serve as Developer's primary manager of the Property (the "Property Manager") and promptly give the Parties written notice of the Property Manager's contact information. Upon City's annexation of the Property, Developer or Property Manager shall maintain the Property in substantial compliance with the Code and all other applicable ordinances, regulations, and laws. Developer or Property Manager shall manage, operate, and maintain the Property with reasonable professional skill by appropriately trained personnel. Developer shall reasonably cooperate in good faith with the City to maintain the Property in

substantial compliance with the Code and applicable City ordinances, rules, and regulations relating to property maintenance and crime free housing.

Developer further agrees to exercise reasonable care to protect the safety of tenants and invitees on the Property from reasonably foreseeable criminal acts including, but not limited to, providing the following security measures for the Property: (1) retaining a reputable vendor and installer of security camera systems to install security camera systems for the exterior and common areas of the Property, including commonly accessible entrances and exits, parking lots, and hallways (the “Security Cameras”); (2) exercising reasonable care in maintaining operational Security Cameras at all times; (3) maintaining the video footage of the Security Cameras in a secure central and remote location accessible only by the Property Manager or Developer; (4) providing the Sheriff and the City’s Police Department access to the live feed of the Security Cameras at all times; (5) conducting regular, periodic security walkthroughs on the Property by Developer or Property Manager (subject to tenants’ rights under their respective leases); (6) providing private security personnel as may be reasonably necessary in Developer’s sole discretion and judgment; (7) coordinating Developer’s security measures with Sheriff and City’s Police Department; (8) installing, maintaining, and providing access to a “Knox Box” entry system on the Property’s primary building entrances for use by the City’s emergency responders; and (9) allowing annual inspection(s) of the Property’s common areas by the Sheriff, City’s Police Department, City’s Fire Department, and City’s Code Enforcement Division for the purpose of confirming compliance with the Code.

3.0 Annexation: Upon Developer becoming the record owner of the Property, Developer and City agree to annex the Property into the City pursuant to the terms and conditions of an annexation agreement to be separately executed by the Parties (the “Annexation Agreement”); provided, however, that the Annexation Agreement shall: (1)

adopt and incorporate this Agreement as a section of the Annexation Agreement; and (2) not conflict with the terms and provisions of this Agreement, or in the case of any such conflict, the terms and provisions of this Agreement shall prevail. The Annexation Agreement shall also provide that the City shall: (1) waive any and all of its fees typically assessed in connection with the annexation of the Property; and (2) approve the Annexation Agreement and annexation of the Property within 30 calendar days of receipt of Developer's annexation petition that fully complies with the requirements of 65 ILCS 5/7-1-8. Furthermore, the Parties agree that: (1) Developer shall file its annexation petition for the Property, or any part of the Property, within 60 calendar days of the Acquisition Date; and (2) the City's annexation of the Property may proceed in multiple phases.

4.0 Water Infrastructure Improvements:

4.1 Construction. Upon receipt of Developer's notice that it has become record owner of the Property, the City shall commence the provision of water infrastructure improvements to the Property, which are generally described on Exhibit B attached hereto and incorporated herein (the "Water Infrastructure Improvements"). The Water Infrastructure Improvements shall be completed in two (2) phases which are expected to be completed in total over the course of one (1) year.

Phase One shall consist of the connection of the existing water distribution system to the City's public water supply and the abandonment of the existing well(s). The City anticipates that water to the Property will be serviced by two (2) connection points, one (1) off Twombly Road and one (1) off Regent Drive, each of which will have its own water meter. The City also anticipates that water consumption for the Property will be measured and billed to the Property's owner by two (2) water meters. Both connection points shall include valve vaults, valves, a large diameter water meter, and back flow device. Upon

connection, a Leak Detection Survey, conducted by a third-party contractor at the City's sole cost and expense, shall be performed to determine the condition of the existing water distribution system. Any water mains, service lines, valves or hydrants identified as leaking shall be repaired or replaced in a prompt manner. The City anticipates that, weather permitting and subject to Force Majeure, the completion date for Phase One of the Water Infrastructure Improvements shall be no later than four (4) months from receipt of Developer's notice that it has become record owner of the Property.

Phase Two of the Water Infrastructure Improvements shall consist of upgrading the water distribution system and removing old water treatment equipment and apparatuses. Phase Two improvements shall include the following: installation of valves and vaults to provide appropriate water isolation during distribution maintenance; repair and replacement of fire hydrants for adequate fire protection; looping of water main to improve water quality and to increase available fire flow; installation of individual shut-off valves (b-boxes) on water lines servicing each apartment complex; and removing old water treatment equipment and apparatuses as may be necessary in the City's sole judgment. Upon completion, a second Leak Detection Survey, conducted by a third-party contractor at the City's sole cost and expense, shall be performed. Any leaks identified within the water distribution system shall be repaired promptly. The City anticipates that, subject to Force Majeure, Phase Two of the Water Infrastructure Improvements shall be completed approximately eight (8) months after the completion of Phase One of the Water Infrastructure Improvements.

Notwithstanding the foregoing to the contrary, City shall substantially complete all of the Water Infrastructure Improvements within one (1) year from the effective date of the Property's annexation into the City.

During both phases of the Water Infrastructure Improvements, the City shall be responsible for repairs to the water distribution system as may be needed in the City's sole judgment; provided, however, that the City shall not be responsible for any internal water system repairs or plumbing work required within individual apartment complexes or units on the Property. At no time during or after the Water Infrastructure Improvements, shall the City take ownership of any part of the existing water distribution system.

After the completion of the Water Infrastructure Improvements, all water distribution infrastructure and maintenance obligations shall be the sole responsibility of the Property's owner, and the City's ownership and maintenance responsibilities shall be limited to the water meter(s), water main, water valves preceding the water meter, and the first valve after the water meter(s). All water infrastructure beyond the first valve after the water meter(s), including, but not limited to, the backflow device and annual recertification responsibilities of the device, shall be owned and maintained by the Property's owner. The City reserves the right, on a routine basis, to operate and perform general maintenance on the fire hydrants on and around the Property, and to certify the hydrants are in good working condition to provide proper fire protection. The City also reserves the right to collect water samples, perform testing, and conduct fire hydrant flushing to improve water quality as it deems necessary.

City shall serve as the contracting agency and construction manager for the construction of the Water Infrastructure Improvements. City shall consult with County and Developer prior to City's approval of contracts for the Water Infrastructure Improvements; provided, however, that City shall exercise its reasonable discretion and be solely responsible for preparing and awarding contract bids, approving contracts, and ensuring the contracts comply with applicable law. City shall regularly consult with Developer during the construction of the Water Infrastructure Improvements; provided,

however, that City shall exercise its reasonable discretion and be solely responsible for the management and supervision of the construction. City shall require that the construction contracts for the Water Infrastructure Improvements shall: (1) name the Parties to this Agreement as additional insureds under the applicable liability insurance policies required by the City on a primary, non-contributory basis without right of contribution and with waiver of subrogation; and (2) indemnify, defend, and hold harmless the Parties to this Agreement from and against any and all claims arising out of, relating to, resulting from, or proximately caused by the negligent or intentional acts or omissions of the recipient(s) of the contract(s).

4.2 Escrow. Within 30 business days of receiving Developer's notice that Developer has become the record owner of the Property, County shall deposit \$862,500.00 (Eight Hundred Sixty Two Thousand Five Hundred and Zero Cents) into an escrow fund with Chicago Title Insurance Company – Sycamore ("CTIC") to be held for the payment of the Water Infrastructure Improvements and administration of the escrow fund, subject to the terms and conditions of CTIC's escrow agreement, which shall be subject to the prior approval of the Parties' designated representatives. CTIC shall disburse payments to contractors and subcontractors for the Water Infrastructure Improvements based on invoices approved by City and provided to CTIC by City, along with lien waivers related to each payment. In connection with each disbursement, CTIC shall issue a date down endorsement, at the County's sole cost and expense, insuring that no liens or other encumbrances have been placed on the Property since CTIC's original issuance of the Developer's title insurance, or from any prior date-down endorsement.

The City covenants to complete the Water Infrastructure Improvements in accordance with the terms of this Agreement, free of mechanic's liens or other liens, and shall indemnify and defend Developer and County against, and save Developer, the

County, and the Project, and any portion thereof, harmless from all losses, costs, damages, expenses, liabilities and obligations, including, without limitation, reasonable attorneys' fees results from the assertion, filing, foreclosure or other legal proceedings with respect to any mechanic's liens or other lien for labor, services, materials or otherwise furnished in connection with completion of the Water Infrastructure Improvements.

No payments shall be disbursed to City for the performance of its duties under this Agreement. In the event that the total costs of the Water Infrastructure Improvements do not exceed \$862,500.00, CTIC shall disburse 100% of the remaining amount of the escrow funds to the County. In the event that the total costs of the Water Infrastructure Improvements exceed \$862,500.00, City shall be solely responsible for making additional deposits into the escrow to pay for the costs of the Water Infrastructure Improvements, and County shall have no responsibility for making any additional deposits into the escrow. If the term of this Agreement expires, this Agreement is terminated, or the City materially breaches its duty to substantially complete the Water Infrastructure Improvements within one (1) year from the effective date of the Property's annexation into the City, then in addition to the provisions for a default under this Agreement, the County may withdraw the remaining amount of its escrow deposit and terminate its obligations under this Section; provided, however, that the County shall be obligated to: (1) keep sufficient funds in the escrow to pay for all obligations incurred prior to the date of the County's notice of default; and (2) comply with this Agreement's provisions for a default in the event of the City's material breach of its duty to substantially complete the Water Infrastructure Improvements within one (1) year from the effective date of the Property's annexation into the City. Notwithstanding anything foregoing to

the contrary, the County's obligation to make an escrow deposit hereunder shall not under any circumstances exceed the total amount of \$862,500.00 provided herein.

5.0 Police Protection Services: After the Property's annexation into the City, Sheriff shall continue to provide police protection services on a primary basis to the Property, as if the Property was in the Sheriff's jurisdiction, at its sole cost and expense, during the term of this Agreement or as may otherwise be mutually agreed upon by the City Manager and Sheriff. Sheriff shall regularly consult with City and Developer regarding Sheriff's assignment of staffing, personnel, and equipment to satisfactorily perform its provision of police protection services under this Agreement; provided, however, that Sheriff shall exercise its reasonable discretion and be solely responsible for providing said police protection services. All City-related calls for police protection services for the Property shall be routed through the City's dispatching service to the Sheriff. City shall provide police protection services to the Property on a non-primary basis at its sole cost and expense upon the Sheriff's request; provided, however, that: (1) City shall provide said police protection services at its sole discretion; and (2) Sheriff shall maintain command and control of the police protection services provided to the Property. Upon the expiration of the term of this Agreement, the City shall assume the primary responsibility for providing police protection services to the Property.

6.0 Insurance: The Parties shall procure and maintain, at their sole cost and expense, insurance coverage, including comprehensive liability, property damage, automobile, workers' compensation, and, if applicable, law enforcement liability, with minimum limits of \$2,000,000.00 (Two Million Dollars and Zero Cents), for their respective duties under this Agreement. Each Party shall be listed as an additional insured on all policies required under this Section on a primary, non-contributory basis without right of contribution and with waiver of subrogation. The obligations of this Section may

be satisfied by a Party's membership in a self-insurance pool, a self-insurance plan, or an insurance provider licensed in the State of Illinois. Upon request, the Parties shall provide evidence of such insurance to each other. Developer's contractor(s) or agent(s) shall have the right to procure and maintain the aforesaid insurance coverage on Developer's behalf.

7.0 Indemnification: To the fullest extent permitted by law, the Parties shall defend, indemnify, and hold harmless each other and their respective officers, agents, and employees from any and all claims, damages, losses, judgments, fines, penalties, expenses, costs, and reasonable attorney's fees arising out of, related to, resulting from, or proximately caused by their respective negligent or intentional acts or omissions under this Agreement. Notwithstanding the foregoing to the contrary and the contractual basis of this Agreement, the Parties shall be entitled to assert any and all defenses and immunities provided by law including, but not limited to, the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1, *et seq.* The Parties' obligations under this Section shall survive the termination of this Agreement.

8.0 Term: The term of this Agreement shall commence upon the Effective Date and expire upon the date that is two (2) years from the effective date of the annexation of the Property into the City or three (3) years from the Effective Date, whichever shall be the earlier. Except as may otherwise be provided by this Agreement, the Parties' obligations under this Agreement shall terminate upon the expiration of the term of this Agreement.

9.0 Miscellaneous:

9.1 Assignment. During the term of this Agreement, Developer may assign this Agreement subject to the written consent of City and County, which shall not be unreasonably withheld, conditioned or delayed, but only in connection with Developer's conveyance of all or any part of the Property. The Parties agree that it shall be

unreasonable for City and County to withhold consent to an assignment of this Agreement if the proposed assignee has substantially similar financial condition or real estate experience as Developer; provided, however, that except for Developer, the Parties agree that the proposed assignee and its owners, officers, agents, affiliates shall not be a prior owner of the Property or a party to litigation against the City or County within the five (5) year period before the Effective Date and up to the date of the proposed assignment. Upon said assignment and acceptance by assignee, Developer shall have no further obligations hereunder as to the Property or that portion of the Property conveyed, but shall continue to be bound by this Agreement with respect to any portion of the Property retained by Developer and not conveyed. If Developer or its successors sell a portion of the Property, the seller shall be deemed to have assigned to the purchaser any and all rights and obligations it may have under this Agreement which affect the portion of the Property sold or conveyed and thereafter the seller shall have no further obligations under this Agreement as it relates to the portion of the Property so conveyed, but any such seller shall retain any rights and obligations it may have under this Agreement with respect to any part of the Property retained and not conveyed by such seller.

9.2 Non-Waiver. The failure of any party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect. No action taken by any party to this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any party at law or equity.

9.3 Choice of Law. This Agreement shall be governed by Illinois law.

9.4 Default. Upon a breach of this Agreement, any of the parties may secure the specific performance of the covenants and agreements herein contained or may exercise any remedies available at law or equity in an appropriate action, the sole venue for which shall be in the Circuit Court of DeKalb County, Illinois. In the event of a material breach of this Agreement, the Parties agree that the party alleged to be in breach shall have thirty (30) calendar days after written notice of said breach to correct the same prior to the non-breaching party seeking a judicial remedy as provided for herein; provided, however, that said thirty (30) calendar day period shall be extended for a reasonable period of time if the defaulting party has commenced to cure said default and is diligently proceeding to cure the same.

9.5 Force Majeure. If the performance of any covenant to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party including, but not limited to, acts of God, war, strikes, inclement weather conditions, inability to secure governmental permits, or similar acts, but expressly excluding the COVID-19 pandemic and a Party's negligent or intentional acts or omissions ("Force Majeure"), the time for such performance shall be extended by the length of such delay, but in no event shall completion of the Water Infrastructure Improvements exceed one (1) year from the effective date of the Property's annexation into the City; provided, however, that the party that seeks the benefit of this provision shall give the other(s) written notice of both its intent to rely upon this provision and the specific reason which permits the party to avail itself of the benefit of this provision. The Party invoking Force Majeure shall use reasonable efforts to remove or mitigate the Force Majeure.

9.6 Time. Time is of the essence for this Agreement.

9.7 Integration. This Agreement sets forth all agreements, understandings, and covenants between and among the parties. This Agreement supersedes all prior agreements, negotiations and understandings, written and oral, and is a full integration of the entire Agreement of the parties.

9.8 Severability. If any provision, clause, word, or designation of this Agreement is held to be invalid by any court of competent jurisdiction, such provision, clause, word or designation shall be deemed to be excised from this Agreement and the invalidity thereof shall not affect any other provision, clause, word, or designation contained herein.

9.9 Mutual Cooperation. The Parties stipulate that their mutual cooperation is essential to the performance of their respective duties under this Agreement. Therefore, the Parties agree to aid each other and to cooperate reasonably with each other in performing their respective duties under this Agreement.

9.10 Conflicts. In the event that any pertinent existing or future regulations, resolutions or ordinances of the City are inconsistent with or conflict with the terms or provisions of this Agreement, the terms or provisions of this Agreement shall supersede the regulations, resolutions or ordinances in question to the extent of such inconsistency or conflict. To the extent that superseding State or Federal law may conflict with the provisions of this Agreement, said law shall govern the Parties' duties hereunder.

9.11 Multiple Counterparts. This Agreement may be executed in multiple counterparts, all of which when taken together shall constitute one Agreement.

9.12 Headings. The headings of the Sections of this Agreement are for convenience and reference only and do not form a part hereof and do not modify, interpret or construe the understandings of the parties hereto.

9.13 Copies. This Agreement may be reproduced by means of carbons, xerox process, or otherwise. Each such reproduction, if manually executed by the parties, shall for all purposes be deemed, and the same is hereby declared, to be a duplicate original of this Agreement.

9.14 Terms. Terms used in this Agreement shall be read in the singular or the plural as may be appropriate to the context in which they are used.

9.15 Notices. Notices, including Notices to effect a change as to the persons hereinafter designated to receive Notice(s), or other writings which any party is required to or may wish to serve upon any other party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the City, or the Corporate Authorities:

ATTN: City Manager
City of DeKalb
164 E. Lincoln Hwy
DeKalb, Illinois 60115

with a copy to the City Attorney:

Matthew D. Rose
Donahue and Rose, PC
9501 W. Devon Ave., Ste. 702
Rosemont, Illinois 60018

If to Developer:

Amy M. Rubenstein
The Terraces at Dekalb LLC
c/o Clear Investment Group LLC
105 W. Madison Suite 950
Chicago, Illinois 60602

with a copy to:

Chad M. Poznansky
Clark Hill PLC
130 East Randolph St., Suite 3900
Chicago, Illinois 60601

If to County:

ATTN: County Administrator
DeKalb County
200 N. Main St.
Sycamore, IL 60178

with a copy to:

DeKalb County State's Attorney's Office
DeKalb County Courthouse
133 W. State St.
Sycamore, IL 60178

If to Sheriff:

DeKalb County Sheriff's Office
150 N. Main St.
Sycamore, IL 60178

(This Space Is Intentionally Omitted; Signature Page To Follow)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their proper officers duly authorized to execute the same as of the Effective Date.

ATTEST:

By: 

Print Name: Ruth A. Scott

Title: Executive Asst.

CITY OF DEKALB

By: 

Print Name: Cohen Barnes

Its: Mayor

ATTEST:

By: _____

Print Name: _____

Title: _____

THE TERRACES AT DEKALB LLC,
a Delaware limited liability company,
authorized to transact business in Illinois

By: _____

Print Name: _____

Its: _____

ATTEST:

By: _____

Print Name: _____

Title: _____

DEKALB COUNTY

By: _____

Print Name: _____

Its: _____

ATTEST:

By: _____

Print Name: _____

Title: _____

**DEKALB COUNTY SHERIFF'S
OFFICE**

By: _____

Print Name: _____

Its: _____

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their proper officers duly authorized to execute the same as of the Effective Date.

ATTEST:

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

CITY OF DEKALB

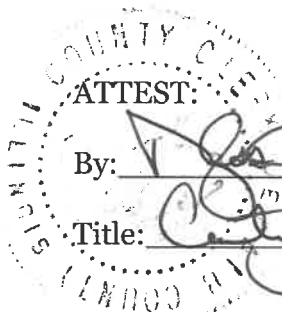
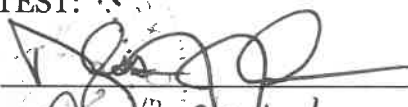
By: _____

Its: _____

THE TERRACES AT DEKALB LLC,
a Delaware limited liability company,
authorized to transact business in Illinois

By: _____

Its: _____

ATTEST:
By: 
Title: Notary Public/Recorder

ATTEST:

By: 
Title: Executive Assistant

DEKALB COUNTY

By: John Frieder

Its: County Board Chairman

**DEKALB COUNTY SHERIFF'S
OFFICE**

By: 

Its: County Sheriff

EXHIBIT A
(Legal Description of the Property)

PARCEL 1:

PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DEKALB COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 16; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 1,882.64 FEET FOR THE POINT OF BEGINNING; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID SECTION 16, A DISTANCE OF 550.0 FEET; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 550.0 FEET; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID SECTION, A DISTANCE OF 550.0 FEET TO THE NORTH LINE OF SAID SECTION 16; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 550.0 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 AND PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 16; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 1,260.64 FEET; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID SECTION 16, A DISTANCE OF 550.0 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTHERLY ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 180.0 FEET; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 1,197.0 FEET; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID SECTION 16, A DISTANCE OF 225.0 FEET; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 195.0 FEET, MORE OR LESS, TO THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE CONTINUING WESTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 40.0 FEET, THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 16, A DISTANCE OF 450.0 FEET; THENCE EASTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 40.0 FEET TO THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 16; THENCE NORTHERLY ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 16, A DISTANCE OF 505.0 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 16; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 220.36 FEET; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID SECTION 16, A DISTANCE OF 550.0 FEET; THENCE EASTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 1,172.0 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 16; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 1260.64 FEET FOR THE POINT OF BEGINNING; THENCE SOUTHERLY PARALLEL WITH THE

EXHIBIT A
(Legal Description of the Property)

PARCEL 1:

PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DEKALB COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 16; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 1,882.64 FEET FOR THE POINT OF BEGINNING; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID SECTION 16, A DISTANCE OF 550.0 FEET; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 550.0 FEET; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID SECTION, A DISTANCE OF 550.0 FEET TO THE NORTH LINE OF SAID SECTION 16; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 550.0 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 AND PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 16; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 1,260.64 FEET; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID SECTION 16, A DISTANCE OF 550.0 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTHERLY ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 180.0 FEET; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 1,197.0 FEET; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID SECTION 16, A DISTANCE OF 225.0 FEET; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 195.0 FEET, MORE OR LESS, TO THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE CONTINUING WESTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 40.0 FEET, THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 16, A DISTANCE OF 450.0 FEET; THENCE EASTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 40.0 FEET TO THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 16; THENCE NORTHERLY ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 16, A DISTANCE OF 505.0 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 16; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 220.36 FEET; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID SECTION 16, A DISTANCE OF 550.0 FEET; THENCE EASTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 1,172.0 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 16; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 1260.64 FEET FOR THE POINT OF BEGINNING; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID SECTION 16, A DISTANCE OF 550.0 FEET; THENCE WESTERLY

PARALLEL WITH THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 622.0 FEET; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID SECTION, A DISTANCE OF 550.0 FEET TO THE NORTH LINE OF SAID SECTION 16; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 622.0 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: LOT 1 OF DEKALB DEVELOPMENT CORPORATION INC. SUBDIVISION AS RECORDED IN BOOK M OF PLATS, PAGE 49 AS DOCUMENT NO. 316796; AND TOGETHER WITH THAT PART OF SAID NORTHEAST 1/4 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID QUARTER; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID QUARTER 663.58 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING SOUTHERLY ALONG SAID EAST LINE 50.0 FEET TO THE NORTH LINE OF SAID LOT 1; THENCE WESTERLY, ALONG SAID NORTH LINE, PARALLEL WITH THE NORTH LINE OF SAID QUARTER 590.32 FEET TO THE WEST LINE OF SAID LOT 1, THENCE SOUTHERLY ALONG SAID WEST LINE, PARALLEL WITH THE EAST LINE OF SAID QUARTER, 590.32 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF SAID QUARTER, 590.32 FEET; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID QUARTER 640.32 FEET; THENCE EASTERLY PARALLEL WITH THE NORTH LINE OF SAID QUARTER, 1180.64 FEET TO THE POINT OF BEGINNING; (EXCEPTING THEREFROM THAT PART OF SAID NORTHEAST 1/4 LYING EASTERLY OF THE WESTERLY RIGHT OF WAY LINE OF GLIDDEN ROAD), ALL IN DEKALB TOWNSHIP, DEKALB COUNTY, ILLINOIS.

PARCEL 5:

THE NORTH 1,303.90 FEET (EXCEPT THE SOUTH 640.32 FEET OF THE EAST 1,180.64 FEET THEREOF) OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 04, EAST OF THE THIRD PRINCIPAL MERIDIAN;

EXCEPTING THEREFROM PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP AND RANGE AFORESAID, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 16; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 1,260.64 FEET FOR THE POINT OF BEGINNING; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID SECTION 16, A DISTANCE OF 550.0 FEET; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 622.0 FEET; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID SECTION, A DISTANCE OF 550.0 FEET TO THE NORTH LINE OF SAID SECTION 16; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 622.0 FEET TO THE POINT OF BEGINNING;

ALSO EXCEPTING THEREFROM: PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 AND PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP AND RANGE AFORESAID, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 16, THENCE WESTERLY ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 1,260.64 FEET; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID SECTION 16, A DISTANCE OF 550.0 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTHERLY ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 180.0 FEET; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 16, A

DISTANCE OF 1,197.0 FEET; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID SECTION 16, A DISTANCE OF 225.0 FEET; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 195.0 FEET MORE OR LESS TO THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE CONTINUING WESTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 40.0 FEET; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 16, A DISTANCE OF 450.0 FEET; THENCE EASTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 40.0 FEET TO THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 16; THENCE NORTHERLY ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 16, A DISTANCE OF 505.0 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 16; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 220.36 FEET; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID SECTION 16, A DISTANCE OF 550.0 FEET; THENCE EASTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 1,172.0 FEET TO THE POINT OF BEGINNING;

ALSO EXCEPTING: THAT PART OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 04, EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 16; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 1,180.64 FEET FOR THE POINT OF BEGINNING, THENCE SOUTHERLY AND PARALLEL TO THE EAST LINE OF SAID SECTION 16, A DISTANCE OF 1,303.9 FEET; THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 80.0 FEET; THENCE NORTHERLY AND PARALLEL WITH THE EAST LINE OF SAID SECTION 16, A DISTANCE OF 1,303.9 FEET TO THE NORTH LINE OF SAID SECTION 16; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 80.0 FEET TO THE POINT OF BEGINNING;

ALSO EXCEPTING THAT PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 04, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DEKALB COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 16; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 1,882.64 FEET FOR THE POINT OF BEGINNING; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID SECTION 16, A DISTANCE OF 550.0 FEET; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 550.0 FEET; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID SECTION, A DISTANCE OF 550.0 FEET TO THE NORTH LINE OF SAID SECTION 16; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 550.0 FEET TO THE POINT OF BEGINNING, ALL IN DEKALB COUNTY, ILLINOIS.

PARCEL 6:

THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 04, EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS, EXCEPTING THEREFROM THE NORTH 1,303.90 FEET OF SAID NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 16.

PARCEL 7:

PART OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 04, EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 16; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 1,180.64 FEET FOR THE PLACE OF BEGINNING; THENCE SOUTHERLY AND PARALLEL TO THE EAST LINE OF SAID SECTION 16, A DISTANCE OF 1,303.90 FEET; THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 80.0 FEET; THENCE NORTHERLY AND PARALLEL WITH THE EAST LINE OF SAID SECTION 16, A DISTANCE OF 1,303.9 FEET TO THE NORTH LINE OF SAID SECTION 16; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 80.0 FEET TO THE PLACE OF BEGINNING.

PARCEL 8A:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 04 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE WESTERLY ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER 40 FEET; THENCE SOUTHERLY PARALLEL WITH THE QUARTER SECTION LINE 505 FEET; THENCE EASTERLY PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER 40 FEET TO THE QUARTER SECTION LINE; THENCE NORTHERLY ALONG THE QUARTER SECTION LINE 505 FEET TO THE PLACE OF BEGINNING, ALL IN DEKALB COUNTY, STATE OF ILLINOIS.

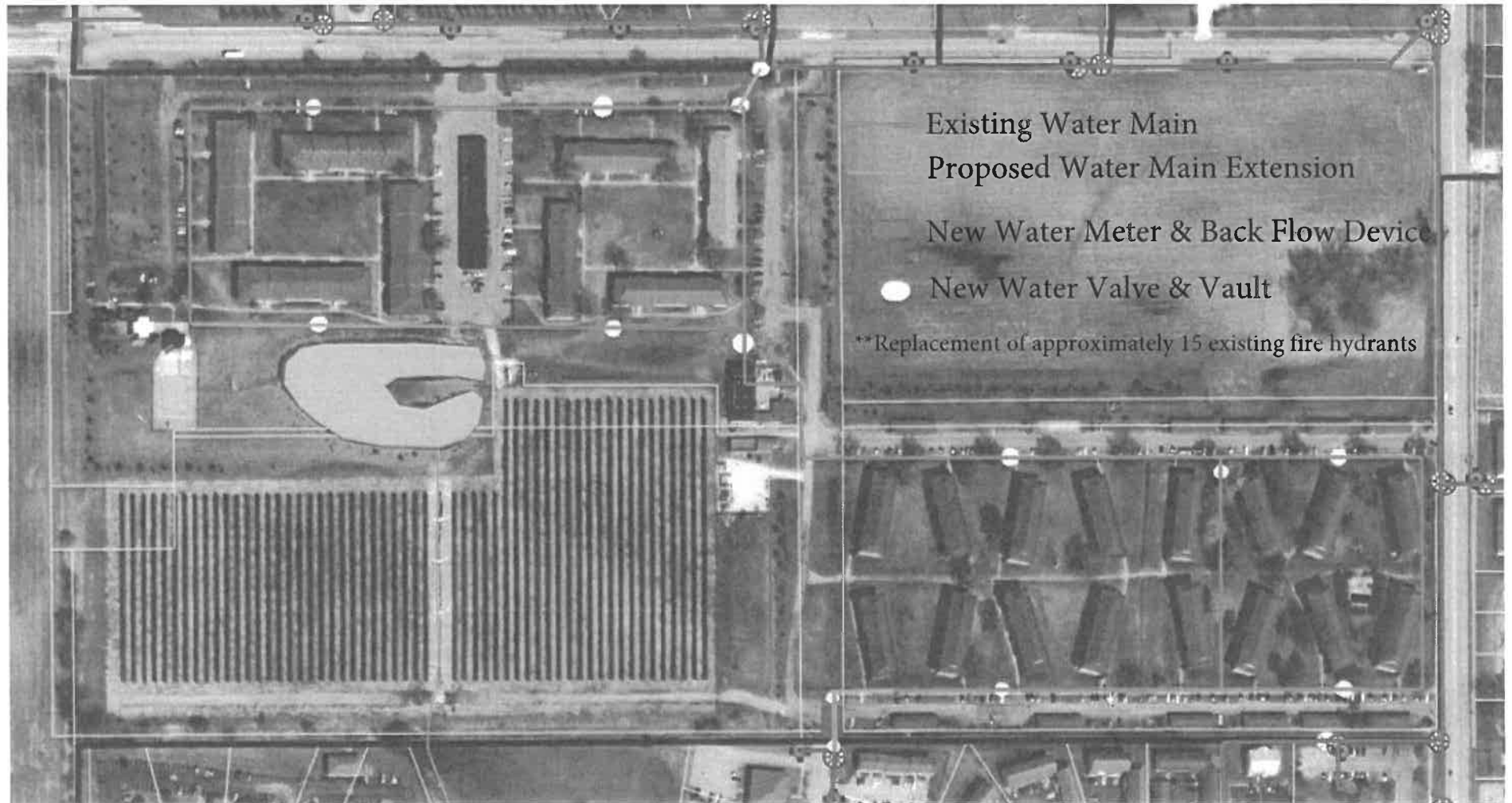
PARCEL 8B:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 04 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTHERLY ALONG THE QUARTER SECTION LINE 955 FEET TO THE PLACE OF BEGINNING; CONTINUING THENCE SOUTHERLY 348.9 FEET TO A POINT 1,303.9 FEET SOUTHERLY OF THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER 40 FEET; THENCE NORTHERLY PARALLEL WITH THE QUARTER SECTION LINE 348.90 FEET; THENCE EASTERLY PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER 40 FEET TO THE PLACE OF BEGINNING, ALL IN DEKALB COUNTY, STATE OF ILLINOIS.

EXHIBIT B
(Water Infrastructure Improvements Diagram)

Suburban Estates and Apartments

Proposed Water System Infrastructure Improvements



RESOLUTION

R2022-210

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR SUBURBAN APARTMENTS & ESTATES

Be it resolved by the County Board of the County of DeKalb, Illinois as follows:


WHEREAS, Consistent with the general goals and objectives of the County and the general wellness of County residents, be it resolved by the County of DeKalb:

That the County Board approves the attached Exhibit "A", which includes an Intergovernmental Agreement between the City of DeKalb, DeKalb County, DeKalb County Sheriff's Office, and The Terraces at DeKalb LLC. The attached outlines the contributions and the commitments of the four parties for the development of Suburban Apartment & Estates.


NOW, THEREFORE, BE IT RESOLVED the DeKalb County Board hereby supports and approves the Intergovernmental Agreement for Suburban Apartments & Estates.

PASSED THIS 17TH DAY OF AUGUST 2022 AT SYCAMORE, ILLINOIS

ATTEST:



Douglas J. Johnson
DeKalb County Clerk



SIGNED:



John Frieders, Chairman
DeKalb County Board

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their proper officers duly authorized to execute the same as of the Effective Date.

ATTEST:

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

CITY OF DEKALB

By: _____

Its: _____

THE TERRACES AT DEKALB LLC,
a Delaware limited liability company,
authorized to transact business in Illinois

By: _____

Its: _____

ATTEST:

By: _____

Title: County Clerk/Recorder

ATTEST:

By: _____

Title: Executive Assistant

DEKALB COUNTY

By: John Frieder

Its: County Board Chairman

**DEKALB COUNTY SHERIFF'S
OFFICE**

By: _____

Its: County Sheriff

EXHIBIT A
(Legal Description of the Property)

PARCEL 1:

PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DEKALB COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 16; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 1,882.64 FEET FOR THE POINT OF BEGINNING; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID SECTION 16, A DISTANCE OF 550.0 FEET; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 550.0 FEET; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID SECTION, A DISTANCE OF 550.0 FEET TO THE NORTH LINE OF SAID SECTION 16; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 550.0 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 AND PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 16; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 1,260.64 FEET; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID SECTION 16, A DISTANCE OF 550.0 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTHERLY ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 180.0 FEET; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 1,197.0 FEET; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID SECTION 16, A DISTANCE OF 225.0 FEET; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 195.0 FEET, MORE OR LESS, TO THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE CONTINUING WESTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 40.0 FEET, THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 16, A DISTANCE OF 450.0 FEET; THENCE EASTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 40.0 FEET TO THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 16; THENCE NORTHERLY ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 16, A DISTANCE OF 505.0 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 16; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 220.36 FEET; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID SECTION 16, A DISTANCE OF 550.0 FEET; THENCE EASTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 1,172.0 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 16; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 1260.64 FEET FOR THE POINT OF BEGINNING; THENCE SOUTHERLY PARALLEL WITH THE

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ATTEST:

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

CITY OF DEKALB

By: _____

Its: _____

THE TERRACES AT DEKALB LLC,
a Delaware limited liability company,
authorized to transact business in Illinois

By: _____

Its: _____

ATTEST:

By: _____

Title: County Clerk/Recorder

ATTEST:

By: _____

Title: Executive Assistant

DEKALB COUNTY

By: John Frieder

Its: County Board Chairman

**DEKALB COUNTY SHERIFF'S
OFFICE**

By: _____

Its: County Sheriff

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PARCEL 2:

PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 AND PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 16; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 1,260.64 FEET; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID SECTION 16, A DISTANCE OF 550.0 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTHERLY ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 180.0 FEET; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 1,197.0 FEET; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID SECTION 16, A DISTANCE OF 225.0 FEET; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 195.0 FEET, MORE OR LESS, TO THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE CONTINUING WESTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 40.0 FEET, THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 16, A DISTANCE OF 450.0 FEET; THENCE EASTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 40.0 FEET TO THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 16; THENCE NORTHERLY ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 16, A DISTANCE OF 505.0 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 16; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 220.36 FEET; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID SECTION 16, A DISTANCE OF 550.0 FEET; THENCE EASTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 1,172.0 FEET TO THE POINT OF BEGINNING.

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ATTEST:

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

CITY OF DEKALB

By: _____

Its: _____

THE TERRACES AT DEKALB LLC,
a Delaware limited liability company,
authorized to transact business in Illinois

By: _____

Its: _____

ATTEST:

By: _____

Title: *City Clerk / Recorder*

DEKALB COUNTY

By: *John Frieden*

Its: *County Board Chairman*

ATTEST:

By: *Fasha Luis*

Title: *Executive Assistant*

**DEKALB COUNTY SHERIFF'S
OFFICE**

By: *Ant Sub*

Its: *County Sheriff*

EXHIBIT A
(Legal Description of the Property)

PARCEL 1:

PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DEKALB COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 16; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 1,882.64 FEET FOR THE POINT OF BEGINNING; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID SECTION 16, A DISTANCE OF 550.0 FEET; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 550.0 FEET; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID SECTION, A DISTANCE OF 550.0 FEET TO THE NORTH LINE OF SAID SECTION 16; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 550.0 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 AND PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 16; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 1,260.64 FEET; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID SECTION 16, A DISTANCE OF 550.0 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTHERLY ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 180.0 FEET; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 1,197.0 FEET; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID SECTION 16, A DISTANCE OF 225.0 FEET; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 195.0 FEET, MORE OR LESS, TO THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE CONTINUING WESTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 40.0 FEET, THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 16, A DISTANCE OF 450.0 FEET; THENCE EASTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 40.0 FEET TO THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 16; THENCE NORTHERLY ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 16, A DISTANCE OF 505.0 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 16; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 220.36 FEET; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID SECTION 16, A DISTANCE OF 550.0 FEET; THENCE EASTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 1,172.0 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 16; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 1260.64 FEET FOR THE POINT OF BEGINNING; THENCE SOUTHERLY PARALLEL WITH THE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their proper officers duly authorized to execute the same as of the Effective Date.

ATTEST:

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

CITY OF DEKALB

By: _____

Its: _____

THE TERRACES AT DEKALB LLC,
a Delaware limited liability company,
authorized to transact business in Illinois

By: _____

Its: _____

ATTEST:

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

DEKALB COUNTY

By: _____

Its: _____

**DEKALB COUNTY SHERIFF'S
OFFICE**

By: _____

Its: _____

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(Legal Description of the Property)

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PARCEL 2:

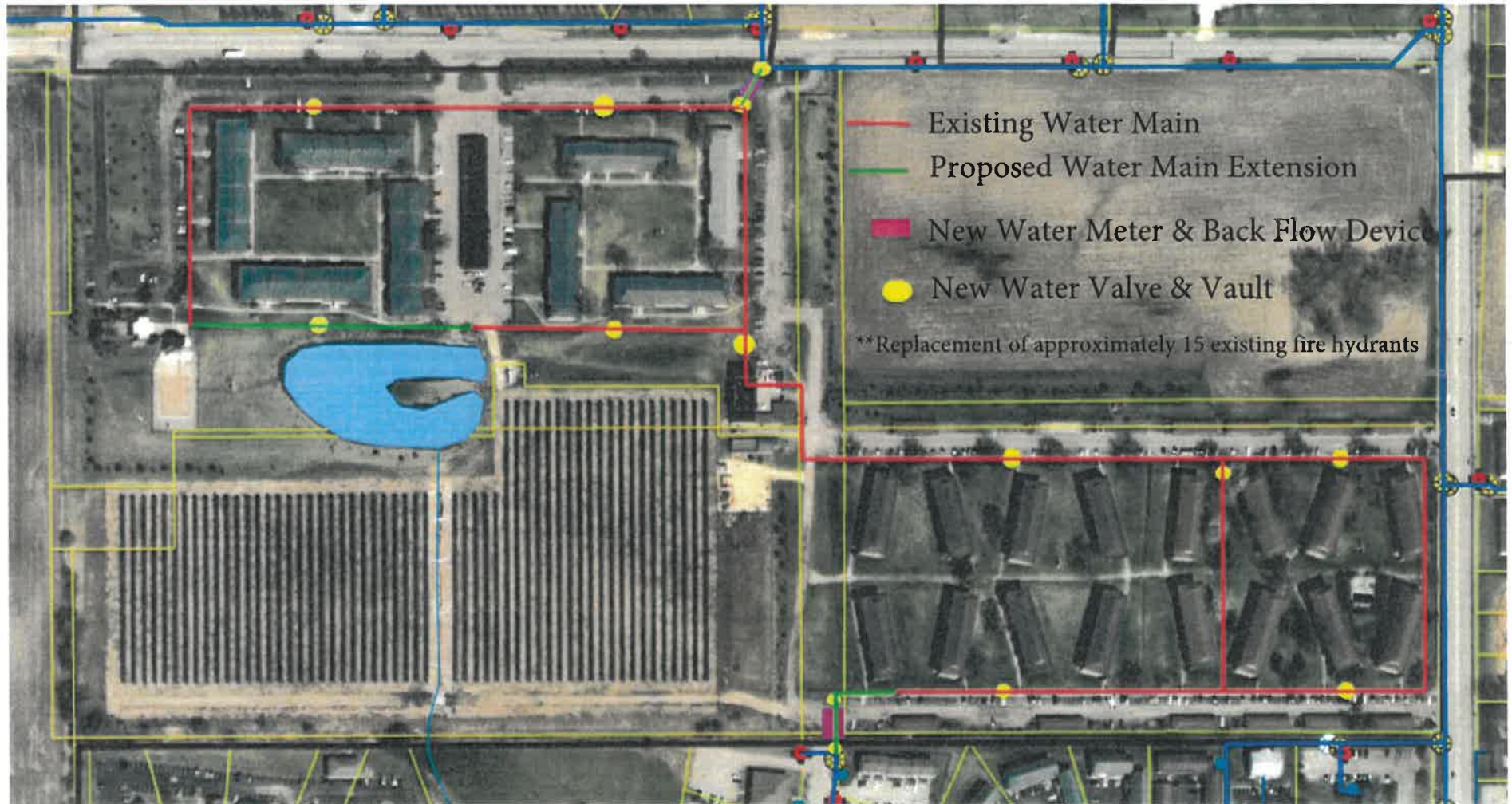
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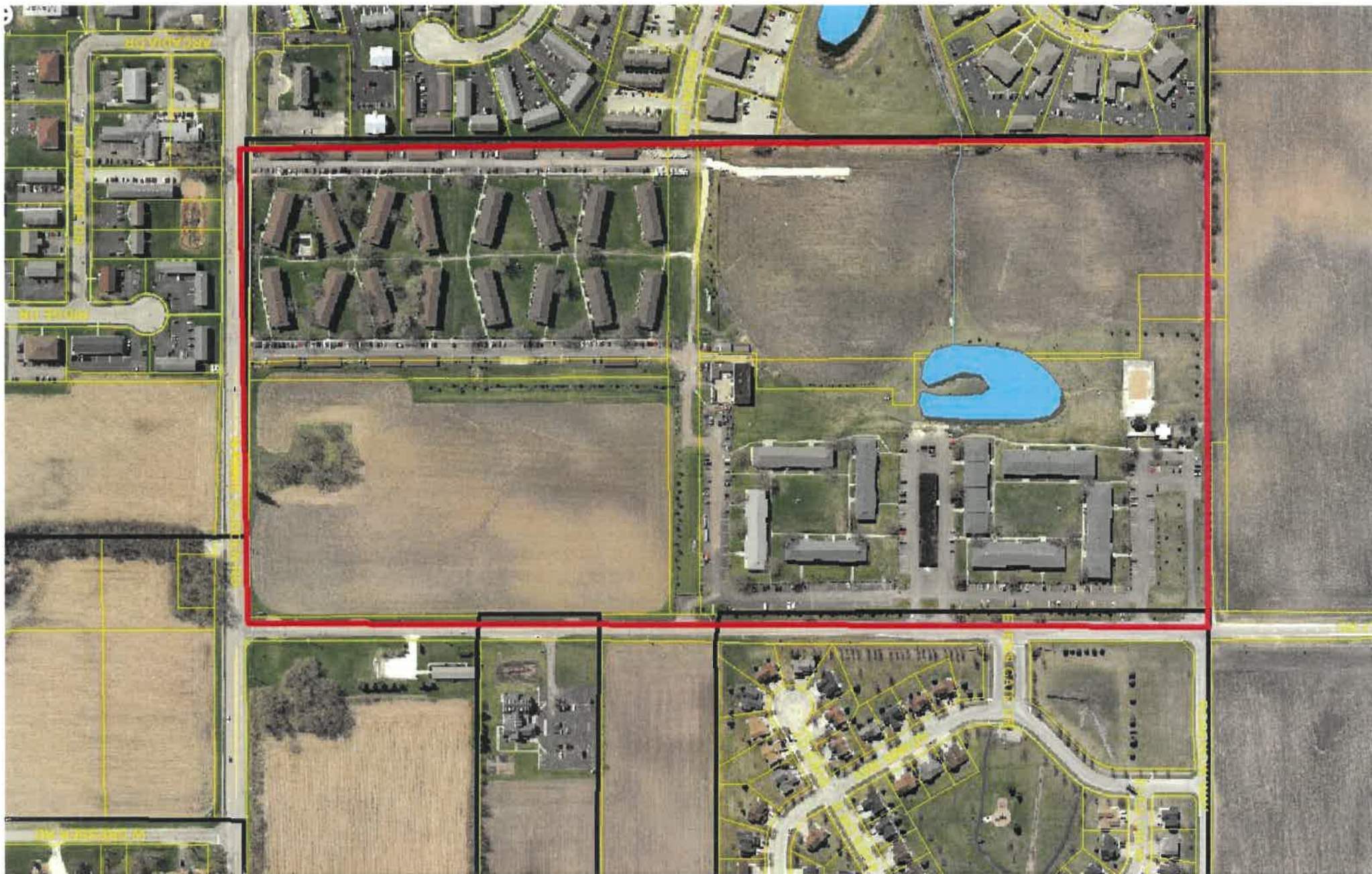
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Suburban Estates and Apartments

Proposed Water System Infrastructure Improvements







DeKalb County Administration

200 N. Main Street □ Sycamore, IL 60178-1431 □ Phone: 815-895-1638 □ www.dekalbcounty.org

TO: DeKalb County Board

FROM: Brian Gregory, County Administrator

DATE: August 4, 2022

RE: Development Agreement for Suburban Apartments and Estates

Suburban Apartments and Suburban Estates were developed, constructed, and continue to be under DeKalb County jurisdiction. A common misconception is that the properties are within the City of DeKalb's corporate limits given it is surrounded on three sides by the City. Construction began in 1967 on the development that and grew into 24 buildings and 532 units. The buildings are two to three stories tall and likely do not meet currently adopted Building Codes based on the age of the structures. Suburban Apartments and Estates were constructed to meet the housing needs of the City of DeKalb and Northern Illinois University. Over the years, tenancy and ownership has changed multiple times. While no longer a primary destination for NIU Students, Suburban Apartments and Estates has filled a residential need for affordable housing in DeKalb.

In recent years, the County approved a special use permit for a solar garden on the approximately 80-acre development. The property is served by two private wells for potable water supply and fire suppression. The private system has been described as having bad odors, being yellow colored, and having low pressures by current tenants when calling for assistance. The low pressures were noted by a former Fire Official who raised concerns that if there was ever a fire, the Fire Department would likely have to bypass the current system and run hose across the property boundary line to bring in water to fight the fire. The development is connected to the Kishwaukee Reclamation District for sanitary sewer services.

Both the County and City frequently receive phone calls with concerns related to property maintenance within individual units and the common areas. Broken windows, broken pipes, water quality and pressure, heating and cooling issues, insects, and mold have all been among the issues raised by the tenants over the past five years. As the jurisdiction having authority, the County, which has limited code enforcement abilities under Illinois law, is significantly hampered in the tools it can apply to addressing complaints and proactively requiring improvements. Without being a home rule County, DeKalb County is limited to adopting only the codes afforded by the State of Illinois. The very fact that the Suburban development remains in unincorporated DeKalb County is problematic to address concerns raised by tenants, their family members and other concerned residents. With limited formal options, the County is left to liaise between the owner and tenants to find resolution. These challenges are prime examples of why residential developments are now steered toward municipalities that have the resources and authority to address concerns under state law. From a conventional planning standpoint, a development like this would no longer be recommended outside of municipal limits.

The County and City have had discussions regarding these properties for several years. These discussions have included, how to address the land use concerns, property maintenance issues, resident complaints and policing (as the County Sheriff's Office has primary jurisdiction). Over the past year, a new group of elected and appointed officials at both the County and City restarted discussions with a commitment to finding a solution that is in the best interest of residents within the development, the City of DeKalb and DeKalb County. This commitment comes on the heels of the City's adoption of the Annie Glidden North Revitalization Plan in 2018 and the measurable progress of the plan's implementation by the City and Opportunity DeKalb.

The Suburban Apartments and Estates have been listed for sale and are currently under contract with the Terraces at DeKalb, LLC. Principal Amy Rubenstein and her investment group are familiar with DeKalb, having purchased the former Hunter Ridgebrook development and immediately made a positive impact by improving the physical property and overall living conditions. Ms. Rubenstein and her company intend to acquire, repair, rehabilitate and raise the Suburban complex to market standards at an estimated cost of \$30 million.

With an interested buyer that is committed to the type of investment needed to improve the Suburban Apartments and Estates properties, the County and City arrived at a development agreement that allows for immediate improvements to the property while providing a gradual transition over a period of multiple years.

The highlights of the agreement are as follows:

1. The Terraces at DeKalb, LLC purchases the property and petitions the City of DeKalb for annexation into the corporate limits.
2. Given that property being annexed to the City would need to be connected to the City's water supply, the County will pledge American Rescue Plan Act Funds in an amount not to exceed \$862,500 toward the installation and connection of watermain to the property. The City of DeKalb will design and oversee the watermain project which will improve water quality and provide a dependable source for fire suppression.
3. The City of DeKalb's code enforcement, Crime Free Housing program, Landlord/Tenant program, and any other programs available to City residents can be utilized as needed immediately after annexation.
4. The County Sheriff's Office will remain the jurisdiction having authority for two years from the date of annexation of the property, or three years from the Developer's closing, whichever shall be earlier. The City of DeKalb Police Department will continue to provide assistance during the transition. After the agreed timeline, the City of DeKalb will assume policing jurisdiction and the County will provide assistance as needed.

This agreement is an example of what government can do when they work together with a focus on what is best for the greater community. The result will be a "win-win" arrangement that will benefit residents of Suburban Apartments and Estates, the City of DeKalb and DeKalb County.