

AUTHORIZING AN ANNEXATION AND DEVELOPMENT AGREEMENT WITH STEVEN GOLDIN FOR THE PROPERTY LOCATED AT THE NORTHEAST CORNER OF PEACE ROAD AND E. GURLER ROAD, DEKALB, ILLINOIS.

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, pursuant to 65 ILCS 5/11-15.1-1, et seq., the City may enter into an annexation agreement with one or more owners of record of land in unincorporated territory; and

WHEREAS, Steven Goldin, as Trustee of DeKalb 2 Property Trust, DeKalb 3 Property Trust, DeKalb 4 Property Trust, and DeKalb 32 Property Trust (the "Owner"), is the owner of approximately 134.4 acres of property that is located in unincorporated DeKalb County, contiguous to the City's corporate limits, and legally described in the attached and incorporated Exhibit A (the "Property"); and

WHEREAS, the City and Owner negotiated an Annexation and Development Agreement in the form of the agreement attached and incorporated as Exhibit B (the "Agreement") to annex the Property into the City's corporate limits and rezone the Property to Planned Development – Industrial District to permit manufacturing, packaging, distribution, and warehouse uses as permitted uses; and

WHEREAS, on September 5, 2023, upon due notice as provided by law, the City's Planning and Zoning Commission held a public hearing on the rezoning of the Property, made findings of fact, and recommended approving the rezoning of the Property; and

WHEREAS, on September 11, 2023, upon due notice as provided by law, the City's corporate authorities held a public hearing on the Agreement before considering this ordinance; and

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

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

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

SECTION 2: The City's corporate authorities, by a vote of two-thirds then holding office, approve the Agreement. The City's corporate authorities further authorize and direct the Mayor to execute the Agreement on the City's behalf, the Executive Assistant to attest the Agreement on the City's behalf, and the City Manager to take all necessary acts to effect the Agreement.

SECTION 3: The City Manager and his designee are authorized to record this Ordinance with the DeKalb County Clerk and Recorder.

SECTION 4: 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 City's corporate authorities that to the extent this Ordinance is inconsistent with any non-preemptive state law, this Ordinance shall supersede state law in that regard within its jurisdiction.

SECTION 5: This Ordinance 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 11th day of September 2023 and approved by me as Mayor on the same day. Passed on First Reading by an 8-0 roll call vote. Aye: Zasada, Larson, Smith, Perkins, McAdams, Verbic, Walker, Barnes. Nay: None. Second Reading waived by a 7-1 roll call vote. Aye: Zasada, Larson, Smith, McAdams, Verbic, Walker, Barnes. Nay: Perkins.



A handwritten signature in cursive script, reading "Cohen Barnes", is written over a horizontal line.

COHEN BARNES, Mayor

ATTEST:

A handwritten signature in cursive script, reading "Ruth A. Scott", is written over a horizontal line.

Ruth A. Scott, Executive Assistant

EXHIBIT A
(Legal Description of the Property)

The Property is legally described as follows:

PARCEL 1 (Southeast)

That part of the Southeast Quarter of Section 36, Township 40 North, Range 4, East of the Third Principal Meridian, being described as follows: Beginning at the Southeast corner of the Southeast Quarter of said Section 36; thence North 89 degrees 42 minutes 25 seconds West along the south line of said Southeast Quarter, 1100.30 feet; thence North 0 degrees 17 minutes 25 seconds East, 1269.89 feet; thence South 89 degrees 42 minutes 25 seconds East 1095.04 feet to the east line of the Southeast Quarter of said Section 36; thence South 0 degrees 03 minutes 11 seconds West along said east line, 1269.91 feet to the place of beginning, in DeKalb County, Illinois.

PARCEL 2 (Southwest)

That part of the Southeast Quarter of Section 36, Township 40 North, Range 4, East of the Third Principal Meridian, being described as follows: Commencing at the Southeast corner of the Southeast Quarter of said Section 36; thence North 89 degrees 42 minutes 25 seconds West along the south line of said Southeast Quarter, 1100.30 feet to the place of beginning; thence continuing North 89 degrees 42 minutes 25 seconds West along said south line, 1375.0 feet to the east right-of-way line of Peace Road; thence North 0 degrees 17 minutes 25 seconds East along said east right-of-way line, 1072.46 feet; thence South 89 degrees 42 minutes 25 seconds East, 1375.0 feet; thence South 0 degrees 17 minutes 25 seconds West, 1072.46 feet to the place of beginning, in DeKalb County, Illinois

PARCEL 3 (Northwest)

That part of the Southeast Quarter of Section 36, Township 40 North, Range 4, East of the Third Principal Meridian, being described as follows: Commencing at the Southeast corner of the Southeast Quarter of said Section 36; thence North 89 degrees 42 minutes 25 seconds West along the south line of said Southeast Quarter, 1100.30 feet; thence continuing North 89 degrees 42 minutes 25 seconds West along said south line, 1375.0 feet to the east right-of-way line of Peace Road; thence North 0 degrees 17 minutes 25 seconds East along said east right-of-way line, 1072.46 feet to the place of beginning; thence continuing North 0 degrees 17 minutes 25 seconds East along said east right-of-way line, 600 feet to the southerly right-of-way line of Interstate Highway No. 88; thence North 89 degrees 33 minutes 20 seconds East along said southerly right-of-way line, 145.51 feet; thence North 50 degrees 44 minutes 14 seconds East along said southerly right-of-way line, 480.69 feet; thence North 71 degrees 48 minutes 40 seconds East along said southerly right-of-way line, 262.49 feet; thence North 48 degrees 38 minutes 29 seconds East along said southerly right-of-way line, 198.49 feet; thence North 38 degrees 35 minutes 28 seconds East along said southerly right-of-way line, 476.34 feet; thence North 76 degrees 03 minutes 36 seconds East along said southerly right-of-way line, 171.63 feet; thence South 0 degrees 17 minutes 25 seconds West, 1539.15 feet; thence North 89 degrees 42 minutes 25 seconds West, 1375.0 feet to the place of beginning, in DeKalb County, Illinois

PARCEL 4 (Northeast)

That part of the Southeast Quarter of Section 36, Township 40 North, Range 4, East of the Third Principal Meridian, being described as follows: Commencing at the Southeast corner of the Southeast Quarter of said Section 36; thence North 89 degrees 42 minutes 25 seconds West along the south line of said Southeast Quarter, 1100.30 feet; thence North 0 degrees 17 minutes 25 seconds East, 1269.81 feet to the point of beginning; thence continuing North 0 degrees 17 minutes 25 seconds East, 1341.71 feet to the southerly right-of-way line of Interstate Highway No. 88; thence North 76 degrees 03 minutes 36 seconds East along said Southerly right-of-way line, 85.47 feet; thence North 88 degrees 41 minutes 26 seconds East along said Southerly right-of-way line, 1006.82 feet to the east line of the Southeast Quarter of said Section 36; thence South 0 degrees 03 minutes 11 seconds West along said east line, 1390.89 feet to a point 1269.91 feet North of the Southeast corner of the said Southeast Quarter; thence North 89 degrees 42 minutes 25 seconds East, 1095.04 feet to the place of beginning, in DeKalb County, Illinois.

EXHIBIT B
(Annexation Agreement – Goldin Property)

EXHIBIT B

ANNEXATION AND DEVELOPMENT AGREEMENT
(Goldin Property)

This Annexation and Development Agreement (the “Agreement”) is made and entered on September 11, 2023 (the “Effective Date”), by and between the City of DeKalb, an Illinois municipal corporation (the “City”), and Steven Goldin as Trustee of DeKalb 2 Property Trust, DeKalb 3 Property Trust, DeKalb 4 Property Trust, and DeKalb 32 Property Trust (the “Owner”).

RECITALS:

WHEREAS, Owner is the current owner of property legally described on the attached and incorporated Exhibit A (the “Property”); and

WHEREAS, the Property consists of approximately 134.4 acres in size and is generally located north of Gurler Road, south of I-88, east of Peace Road, and west of Webster Road; and

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

WHEREAS, Owner (or Owner’s contractor or developer) intends to develop the Property as a planned industrial development with four (4) buildings for manufacturing, packaging, distribution, or warehouse uses pursuant to the concept plan dated July 14, 2023 attached and incorporated as Exhibit B (the “Concept Plan”); and

WHEREAS, pursuant to 65 ILCS 5/7-1-8, Owner filed a Petition for Annexation to the City (the “Petition”), which stated under oath that the Petition was signed by Owner and there were no electors residing on the Property; and

WHEREAS, Owner gave all notices required under 65 ILCS 5/7-1-1; and



WHEREAS, Owner submitted an application to the City for zoning approval of the Property upon the Property's annexation into the City (the "Zoning Application"); and

WHEREAS, the Petition and the Zoning Application were reviewed by City Staff and referred to the City's Planning and Zoning Commission (the "PZC"); and

WHEREAS, on September 5, 2023, upon due notice as provided by law, the PZC held a public hearing on the Petition and the Zoning Application and made findings of fact and recommendations regarding the Petition and the Zoning Application; and

WHEREAS, the City's corporate authorities reviewed the Petition, the Zoning Application, the PZC's findings of fact and recommendations, and a proposed annexation agreement that was substantially similar to this Agreement; and

WHEREAS, on September 11, 2023, upon due notice as provided by law, the City's corporate authorities held a public hearing on this proposed Agreement; and

WHEREAS, the Parties are legally authorized to enter into this Agreement and perform all of their respective promises and covenants in this Agreement; and

WHEREAS, the City's corporate authorities find that approving this Agreement is in the City's best interests to further the City's growth, increase the taxable value of property within the City, and protect the public health, safety, morals, and welfare of the City and its residents.

NOW, THEREFORE, in consideration of the promises, undertakings and covenants in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, City and Owner agree as follows:

1.0 Recitals: The recitals to this Agreement are true, correct, material, adopted, and incorporated as Section 1 to this Agreement.

2.0 Annexation:

2.1 Owner submitted the Petition and a plat of annexation depicting the Property to be annexed to the City. Following the approval of this Agreement on September 11, 2023, the City's corporate authorities shall adopt an ordinance annexing all of the Property, and all unincorporated highways contiguous to the Property, into the City's corporate limits in the same or substantially similar form as the attached and incorporated Exhibit C (the "Annexation Ordinance"). The City shall, as soon as reasonably practicable following the approval of the Annexation Ordinance, record and file copies of the Annexation Ordinance and Plat of Annexation with the DeKalb County Clerk and Recorder.

2.2 Owner shall not seek to disconnect any part of the Property from the City during the term of this Agreement.

3.0 Zoning:

3.1 Immediately following the adoption of the Annexation Ordinance, the City's corporate authorities shall adopt a zoning ordinance in the same or substantially similar form as the attached and incorporated Exhibit D (the "Zoning Ordinance") that: (1) rezones the Property from the SFR1 Single-Family Residential District to the "PD-I" Planned Development – Industrial District; (2) permits manufacturing, packaging, distribution, or warehouse uses as permitted land uses for the zoning of the Property, as well as all other uses permitted in the "PD-I" zoning district; (3) approves the Concept Plan; (4) provides for a maximum building square footage of 1,645,000 square feet; (5) establishes the following setbacks: (a) parking – 100 feet from Peace Road and 75 feet from Gurler Road; (b) building – 175 feet from Peace Road and 150 feet from Gurler Road; (6) provides for the adoption of all other standards and regulations per the PD-I and HI zoning districts; and (7) requires the submission and approval of a Preliminary and Final

Development Plan by the City's Planning & Zoning Commission and City Council pursuant to the UDO's procedures as a necessary precondition to the zoning entitlements provided by this Agreement. Except as may otherwise be provided by this Agreement, any use or development of the Property shall conform to the "HI" Heavy Industrial District standards and the UDO's requirements.

3.2 The zoning classification of the Property shall remain in effect from and after the adoption of the Zoning Ordinance, unless an amendment or change is sought by Owner or Owner's assigns or successors. Notwithstanding the foregoing to the contrary, the Parties agree that if the City amends the UDO's zoning classifications, the regulations established by such an amendment shall neither be more restrictive than, nor impose greater limitations on the development, use or enjoyment of the Property, than the PD-I zoning district as of the Effective Date.

4.0 DCEZ Property Tax Abatement: The Property falls within the boundaries of the DeKalb County Economic Zone ("DCEZ"). Accordingly, Owner's development of the Property may be entitled to property tax abatements provided by the DCEZ. Subject to Owner's compliance with the DCEZ's requirements for its property tax abatements, City shall support Owner's application for the DCEZ's property tax abatements; provided, however, that the Parties stipulate that the DCEZ's property tax abatements are subject to the qualification of the DCEZ Administrator, concurrence by the DCEZ Advisory Board, and issuance of the Building Material Exemption Certificates by the Illinois Department of Revenue.

5.0 Development/Redevelopment of the Property: Except as may otherwise be provided by this Agreement, the construction, development, maintenance, and ownership of the Property shall conform to the requirements of the UDO, the City's Municipal Code, and applicable law, rules, and regulations.



6.0 City Fees: The City shall not impose any new types or classifications of land development, subdivision, impact, or building permit fees, donations, requirements, costs, or impositions that were not in existence as of the Effective Date upon the Property or Owner during the term of this Agreement, except to the extent that such are imposed pursuant to ordinance and uniformly applied to similar properties throughout the City. City shall waive its fees for the Petition and this Agreement. Owner shall pay all other City fees related to the Property and the Project that are not expressly waived by this Agreement including, but not limited to, Map Amendment (Rezoning), Planned Development Preliminary Plan, Final Plat. Owner shall also pay all City building plan review and permit fees, engineering fees, and construction inspection fees for the development of the Property.

7.0 Building Permits: Owner may apply for building permits to begin construction upon the Property or any portion of the Property for the development of the Property (the "Permits"). City shall issue the Permits within 20 business days of the date of receipt of a complete set of building plans, building permit application(s), and payment of all fees and costs for the Permits; provided, however, that the application for the Permits complies with all requirements of the City's Municipal Code and this Agreement. If City requires third-party services to perform its duties relating to the issuance of the Permits, then City shall retain such services from a third-party contractor who is mutually agreed upon by the Parties; provided, however, that Owner shall pay all fees and costs for the third-party services and the City shall not be obligated to issue permits that are subject to the third-party services within the 20 business days.

8.0 Utilities:

8.1 Sewer. Sewer system utilities are provided by the Kishwaukee Water Reclamation District (the "KWRD"). Owner shall annex the Property into the KWRD prior



to the City's issuance of the Permits. City shall mutually cooperate and support Owner's efforts to annex the Property into the KWRD. Owner shall grant the KWRD easements for purposes of accessing and maintaining said sewer system utilities in the form reasonably required by the KWRD within 120 days of the adoption of the Annexation Ordinance.

8.2 Water. Upon the KWRD's annexation of the Property and the approval of a Final Development Plan, City shall provide water to the Property at Owner's sole cost and expense. City represents that it has adequate water capacity to serve the Property. Owner shall be required to comply with all requirements of the UDO, the City's Municipal Code, the City Engineer, and applicable laws and regulations. All utility locations and sizes are subject to the review and approval of the City Engineer. With respect to any such utility lines located on the Property, Owner shall grant the City easements for purposes of maintaining said utilities including, but not limited to, additional perimeter utility easements for future development of said utilities. Said easements shall be in a usual and customary form, subject to the reasonable approval of the City Attorney. Immediately upon approval of the Final Development Plan, City shall execute and approve applications to connect the off-site and water improvements upon the payment of normal tap-on fees pursuant to the City's Municipal Code.

9.0 Roadway and Other Public Improvements:

9.1 Any on-site roadway or other public improvements, including water lines, mains, gates, valves, hydrants and other appurtenances in the Property, required by Owner's future development of any portion of the Property (the "Roadway Improvements") shall be constructed by Owner at no cost to the City pursuant to the standards provided by the City's Municipal Code. The City shall have no responsibility for the construction of the Roadway Improvements. Subject to compliance with applicable law, the City shall approve, or support the approval of, all agreements, applications,



approvals, and permits for the Roadway Improvements. The completion of the construction of the Roadway Improvements shall be secured by a payment and performance bond to be posted by Owner or its contractor or developer which may be enforced at a location located in either: (1) City of DeKalb, Illinois; or (2) within Illinois at a location within 50 miles from the City of DeKalb, Illinois. The amount of such payment and performance bond shall be one hundred ten percent (110%) of the estimated cost to construct the Roadway Improvements as reasonably determined by the City Engineer. Owner shall be responsible for providing the City with copies of all engineering drawings and plans for the Roadway Improvements prior to the commencement thereof for review and approval by the City which review and approval shall be completed within twenty (20) business days of submission by Owner to City. Upon completion of the Roadway Improvements, the City shall inspect same within twenty (20) business days of receipt of notice from Owner of said completion. The City's corporate authorities shall by Resolution accept the dedication of the Roadway Improvements (together with the necessary easements and right-of-way therefore), if any, from Owner only after: (1) the City Engineer certifies that the Roadway Improvements have been completed in a manner that complies with applicable laws; (2) the City receives an executed bill of sale, quit claim deed, or dedication giving title to the City of all Roadway Improvements; (3) the City receives accurate as-built drawings identifying the place and location of all Roadway Improvements; (4) the City receives and approves of accurate plats of dedication for the portion of the Property improved with the Roadway Improvements to be dedicated to the City; (5) the City's receipt of a maintenance bond in an amount equal to 100% of the cost of the Roadway Improvements as determined by the City Engineer, which shall be applicable and in force and effect for a one (1) year period following substantial completion of the Roadway Improvements as reasonably determined by the City

Engineer; and (6) reasonable documentation establishing that the dedication to be accepted is free and clear of any and all liens and encumbrances including, but not limited to, any mechanics lien. Following the City's acceptance of the Roadway Improvements as evidenced by the dedication thereof, the City shall thereafter be solely responsible for the operation, maintenance, repair, and replacement thereof. Prior to dedication of the Roadway Improvements, Owner shall be responsible to repair or replace any Roadway Improvements damaged by the use of such improvements in conjunction with construction within the Property. Except only for the Roadway Improvements constructed and dedicated as contemplated by this Section, the City shall not require any contribution or dedication for road or highway impacts.

9.2 If Owner constructs and installs any roadway or other public improvements, whether on or off-site, and Owner, upon the request of the City, elects to construct and install such roadway or other public improvements in a fashion designed and intended to benefit owners, developers, or users of property other than the Property, then the City and Owner shall enter into a recapture agreement in accordance with 65 ILCS 5/9-5-1, *et seq.*, which shall provide that Owner shall be entitled to reimbursements from the owners, developers, and users of property other than the Property benefited by such roadway or other public improvements of that portion of the actual costs, together with reasonable interest thereon, to design, construct, and install such additional improvements which the City deems to have been incurred for, and to have inured to, the benefit of the owners, developers or users of currently undeveloped property other than the Property.

10.0 Miscellaneous:

10.1 The Parties stipulate that the individuals who are the City's corporate authorities are entering into this Agreement in their corporate capacities and shall have no personal liability in their individual capacities.



10.2 (a) This Agreement shall be valid and binding for a term of twenty (20) years after the Effective Date, upon the Parties and their respective successors and assigns, and is further intended to be binding upon each successive lot owner of any lots of record created by the approval and recording of any Final Plats and shall constitute a covenant running with the land. City shall record this Agreement with the DeKalb County Clerk and Recorder's Office. City shall execute a recordable release of this Agreement upon Owner's written request any time after dedication of the Roadway Improvements to the City.

(b) Owner may assign this Agreement without City approval, but only in connection with Owner's conveyance of all or any part of the Property, and upon said assignment and acceptance by an assignee, Owner shall have no further obligations under this Agreement as to the Property or that portion of the Property conveyed, but shall continue to be bound by this Agreement and shall retain the obligations created by this Agreement, to the extent any of the Property is retained and not conveyed. If Owner, or Owner's successors or assigns, sell a portion of the Property, then, upon the closing of such sale and the transfer of fee title to the relevant portion of the Property, such seller shall be deemed to have assigned to the purchaser any and all rights and obligations it may have under this Agreement, excluding rights of recapture, 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. If at the time of such sale, seller is maintaining a maintenance bond pursuant to Section 9.1 of this Agreement, the seller shall have the right to require the purchaser to deposit with the City



a replacement maintenance bond, whereupon the City shall accept such maintenance bond in substitution of the seller's maintenance bond.

10.3 The failure of any party to this Agreement to insist upon the strict and prompt performance of any of the terms, covenants, agreements, and conditions in this Agreement 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.

10.4 This Agreement may only be amended by City's adoption of an ordinance authorizing the execution of such amendment, after a public hearing in accordance with 65 ILCS 5/11-15.1-1, *et seq.*, and the subsequent execution of such amendment by City and Owner. The Parties stipulate that Owner does not need to execute an amendment to this Agreement if Owner does not own any part of the Property at the time of any such amendment, and in such event, the amendment shall require the signature of the owner(s) of the portion(s) of the Property which is then burdened by the terms and conditions of this Agreement.

10.5 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.

10.6 (a) Upon a material breach of this Agreement, which material breach remains uncured beyond the notice and cure period described in Section 10.6(b) below,



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.

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

(c) 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, except the COVID-19 pandemic, the time for such performance shall be extended by the length of such delay; 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 that permits the party to avail itself of the benefit of this provision.

10.7 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.

10.8 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. Furthermore, if any provision of this Agreement is held invalid, the invalidity thereof shall not cause the City to change any zoning classification that has been approved by the City pursuant to the provisions of the City's Municipal Code and the valid provisions of this Agreement, and such zoning classifications shall not otherwise be changed during the term of this Agreement without Owners' approval.

10.9 The City's corporate authorities agree to aid Owner and to cooperate reasonably with Owner in dealing with any and all applicable governmental bodies and agencies in obtaining utility and other governmental services for the Property. Furthermore, it is understood and agreed by the Parties that the successful consummation of this Agreement requires their continued cooperation.

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

10.11 The headings of the Sections of this Agreement are for convenience and reference only and do not form a part of this Agreement or modify, interpret, or construe the parties' understanding of this Agreement.

10.12 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.

10.13 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.

10.14 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, e-mail, sent by recognized overnight delivery service such as Federal Express, or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the City, or the Corporate Authorities:

City of DeKalb
Attention: City Manager
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
mrose@drlawpc.com

If to Owner:

Steven Goldin
800 Parkland Rd
Channahon, IL 60025

with a copy to:

10.15 The Parties intend that this Agreement shall require the Parties to act in accordance with any and all applicable laws and regulations enacted by any other governmental authority which are applicable to any action or activity undertaken by either party pursuant to, under, or in furtherance of this Agreement.

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

[This Space Is Intentionally Omitted.]

ATTEST:

By:



Title:

Ruth A. Scott
Executive Assistant

CITY OF DEKALB

By:



Its:

Bill Wicklas
City manager

ATTEST:

By: _____

Title: _____

OWNER

By:

 Steven Goldin

Its:

member / manager / appointee
member manager Appointee



2023007068

TASHA SIMS
RECORDER - DEKALB COUNTY, IL
RECORDED: 10/5/2023 03:42 PM

REC FEE: 55.00
PAGES: 19

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

CERTIFICATION

I, **RUTH A. SCOTT**, am the duly qualified and appointed Executive Assistant of the City of DeKalb, DeKalb County, Illinois, as authorized by Local Ordinance 2019-059, and as such Executive Assistant, I maintain and am safe-keeper of the records and files of the Mayor and City Council of said City.

I do hereby certify that the attached hereto is a true and correct copy of:

ORDINANCE 2023-036

AUTHORIZING AN ANNEXATION AND DEVELOPMENT AGREEMENT WITH STEVEN GOLDIN FOR THE PROPERTY LOCATED AT THE NORTHEAST CORNER OF PEACE ROAD AND E. GURLER ROAD, DEKALB, ILLINOIS.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, on the 11th day of September 2023.

WITNESS my hand and the official seal of said City this 5th day of October 2023.

RUTH A. SCOTT, Executive Assistant/Recording Secretary



Prepared by and Return to:

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