

**AUTHORIZING AN ANNEXATION AGREEMENT WITH ROBERT WESSELS  
FOR PROPERTY LOCATED AT 2023 SYCAMORE ROAD, DEKALB, ILLINOIS  
(PIN 08-13-101-007).**

**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**, Robert J. Wessels Trust 101 & Teri L. Wessels Trust 102 (collectively, the “Owner”) are the record owners of approximately 0.5 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 Agreement in the form attached and incorporated as Exhibit B (the “Agreement”) to: (1) annex the Property into the City’s corporate limits; and (2) rezone the Property to Planned Development – Commercial District to permit a farmer’s market sale of agricultural products in an unmanufactured state, a specialty store, and accessory uses; and

**WHEREAS**, on October 16, 2023, upon due notice, 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 October 23, 2023, upon due notice, 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:** Pursuant to 65 ILCS 5/1-2-4, the City’s corporate authorities, by a vote of two-thirds

of all the members then holding office, find that it is urgent for this Ordinance to take effect immediately upon its passage and approval.

**PASSED BY THE CITY COUNCIL** of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 23<sup>rd</sup> day of October 2023 and approved by me as Mayor on the same day. First Reading passed by an 8-0 roll call vote. Aye: Zasada, Larson, Smith, Perkins, McAdams, Verbic, Walker. Barnes. Nay: None. Second Reading waived by an 8-0 roll call vote. Aye: Zasada, Larson, Smith, Perkins, McAdams, Verbic, Walker. Barnes. Nay: None.



  
COHEN BARNES, Mayor

ATTEST:



Ruth A. Scott, Executive Assistant

**EXHIBIT A**  
**(LEGAL DESCRIPTION OF THE PROPERTY)**

The Property is legally described as follows:

A PART OF ASSESSOR'S LOT 5 ON THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF SAID LOT 5 AND THE CENTER OF A PUBLIC HIGHWAY, THE SAME BEING ILLINOIS ROUTE 23; THENCE NORTH 46°16' WEST, A DISTANCE OF 322.1 FEET ALONG THE SAID SOUTHWESTERLY LINE OF SAID LOT 5 TO A POINT; THENCE NORTH 43°49' EAST, A DISTANCE OF 135.0 FEET TO A POINT ON THE WESTERLY LINE OF WOODLAWN DRIVE; THENCE SOUTH 1°47' EAST, 84.25 FEET ALONG THE SAID WESTERLY LINE OF WOODLAWN DRIVE TO A POINT; THENCE SOUTH 46°09' EAST, ALONG THE SAID WESTERLY LINE OF WOODLAWN DRIVE AND ALONG THE SOUTHWESTERLY EXTENSION OF SAID WESTERLY LINE OF WOODLAWN DRIVE, A DISTANCE OF 262.85 FEET TO A POINT ON THE CENTER LINE OF SAID PUBLIC HIGHWAY; THENCE SOUTHWESTERLY, ALONG THE CENTER LINE OF SAID PUBLIC HIGHWAY, 75.4 FEET TO THE PLACE OF BEGINNING.

Common Address: 2023 SYCAMORE ROAD, DEKALB, ILLINOIS

PIN: 08-13-101-007

## **EXHIBIT B**

### **ANNEXATION AGREEMENT** (2023 Sycamore Road)

This Annexation Agreement (the “Agreement”) is made and entered on October 23, 2023 (the “Effective Date”), by and between the City of DeKalb, an Illinois municipal corporation (the “City”), and Robert J. Wessels Trust 101 & Teri L. Wessels Trust 102 (collectively, the “Owner”), who stipulate and agree as follows:

#### **RECITALS:**

**WHEREAS**, Owner is the current owner of property that is located at 2023 Sycamore Road, DeKalb, IL 60115, PIN: 08-13-101-007, and legally described on the attached and incorporated Exhibit A (the “Property”); and

**WHEREAS**, the Property is approximately 26,149 square feet in size and is generally located north of Sycamore Road and west of Greenwood Acres Drive; and

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

**WHEREAS**, Owner intends to develop and use the Property as a planned development to accommodate the sale of agricultural farm products in an unmanufactured state, a specialty store, and accessory uses in accordance with the concept plan attached and incorporated as Exhibit B (the “Concept Plan”), which limits Owner’s occupancy of the single-story metal commercial building on the Property pursuant to the provisions of this Agreement as follows: (1) immediate occupancy of the approximately 80 square foot area (the “Sales Area”); and (2) conditional temporary occupancy of the approximately 2,700 square feet area (the “Indoor Display Area”); and

**WHEREAS**, Owner may add, amend, change, or expand the development, use, and occupancy of the Property beyond that expressly provided for by the Concept Plan and this Agreement in the future (the “Owner’s Expansion”); 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 October 16, 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 October 23, 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 for the protection of the public health, safety, morals, and welfare.

**NOW, THEREFORE,** in consideration of the promises and covenants in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, the City and the 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 October 23, 2023, the City's corporate authorities shall adopt an ordinance that annexes 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"), which: (1) rezones the Property from the SFR1 Single-Family Residential District to the "PD-C" Planned Development – Commercial District; (2) permits the sale of agricultural farm products in an unmanufactured state, a specialty store, and accessory uses as permitted

land uses for the zoning of the Property; (3) approves the Concept Plan; (4) provides for phased development and compliance with the UDO's requirements for streets, parking lots, utilities, Preliminary and Final Development Plans, and Building Code permits as set forth in the development standards attached and incorporated as Exhibit E (the "Development Standards"); and (5) provides exceptions from section 5.13.06 of the UDO's minimum planned development site size requirement of two (2) acres. Except as may otherwise be provided by this Agreement, any use or development of the Property shall conform to the "LC" Light Commercial 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 and duly approved in the manner provided by law. 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-C zoning district as of the Effective Date. If the City amends the UDO to remove any permitted uses or special uses from the "LC" zoning district, then such amendments shall not affect the Property during the term of this Agreement. If the City amends the UDO to add any permitted uses or special uses from the "LC" zoning district, then such amendments shall also be applicable to the Property; provided, however, that Owner shall be required to amend the Zoning Ordinance in the manner provided by law to add any additional permitted uses or special uses for the Property.

**4.0 Development/Redevelopment of the Property:** Owner shall comply with the phased development of the Property pursuant to the Development Standards and this Agreement. Except as may otherwise be provided by this Agreement, the

construction, development, maintenance, taxation, and ownership of the Property shall conform to the requirements of the UDO, the City's Municipal Code, and applicable laws, rules, and regulations. Owner's Expansion shall be subject to and contingent upon: (1) Owner's compliance with the City's Municipal Code and this Agreement; and (2) the City's prior approval(s) as may be required by this Agreement, the City's Municipal Code, and Illinois law including, but not limited to, the review and approval of a Preliminary and Final Development by the PZC and the City Council.

**5.0 City Fees:** 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 all fees relating to the Petition, this Agreement, the occupancy of the Sales Area, and any temporary use permits for Christmas tree sales; provided, however, that Owner shall pay all other City fees related to this Agreement, the Zoning Application, and the Property that are not expressly waived by this Agreement including, but not limited to, Map Amendment (Rezoning), Planned Development Preliminary Plan, and 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.

**6.0 Building Permits:** To the extent required by the City's Municipal Code, Owner shall apply for building permits to begin construction upon the Property or any portion of the Property for the phased 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. Notwithstanding the foregoing to the contrary, nothing in this Section shall impose any obligation upon Owner that is not required by the City's Municipal Code in effect at the time of the Permits.

#### **7.0 Utilities:**

7.1 Sewer. Sewer system utilities are provided by the Kishwaukee Water Reclamation District (the "KWRD"). As of the Effective Date, the Property has been annexed into the KWRD. Upon Owner's Expansion and the approval of a Final Development Plan, Owner shall comply with the UDO's requirements for providing sanitary sewer service to the Property at Owner's sole cost and expense. Notwithstanding the foregoing to the contrary, the Parties agree that Owner may maintain the use and occupancy of the Sales Area and the Indoor Display Area with the Property's temporary sanitation facilities in existence as of the Effective Date and without complying with Article 10.02 of the UDO (sanitary sewers), as may be amended from time to time, pursuant to the provisions of this Agreement and the Development Standards; provided, however, that Owner shall reasonably maintain said temporary sanitation facilities.

7.2 Water. Upon Owner's Expansion 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 comply with all requirements of the UDO, the City's Municipal Code, the City Engineer, and applicable laws, ordinances, 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. Notwithstanding the foregoing to the contrary, the Parties agree that Owner may maintain the use and occupancy of the Sales Area and the Indoor Display Area without complying with Article 10.03 of the UDO (water supply), as may be amended from time to time, pursuant to the provisions of this Agreement and the Development Standards, and that the City shall have no obligation to provide water service to the Property, except upon Owner's Expansion or as may otherwise be agreed upon in writing by the Parties.

**8.0 Roadway and Other Public Improvements:**

8.1 Any on-site roadway or other public improvements including, but not limited to, water lines, mains, gates, valves, hydrants, and other appurtenances on 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. Notwithstanding any contrary provision of the City's Municipal Code, if Owner constructs or installs Roadway Improvements that provide water service to the Property, Owner may construct

or install such Roadway Improvements by open cut trench and restore the service of the adjacent roadway by patching. 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 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 90% 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.

8.2 If Owner constructs and installs any roadway, water, sewer, or other public improvements, whether on or off-site, and Owner, upon the request of the City, elects to construct and install such roadway, water, sewer, 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, water, sewer, 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.

**9.0 Miscellaneous:**

9.1 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.

9.2 (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.

(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 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.

9.3 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.

9.4 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.

9.5 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.

9.6 (a) Upon a material breach of this Agreement, which material breach remains uncured beyond the notice and cure period described in Section 9.6(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.

9.7 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.

9.8 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.

9.9 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.

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

9.11 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.

9.12 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.

9.13 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.



9.14 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:

Robert Wessels  
2023 Sycamore Road  
DeKalb, Illinois 60115

with a copy to:

Thomas L. Doherty  
125 N. 1st Street, Ste. 4  
DeKalb, Illinois 60115

9.15 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 Asst.

CITY OF DEKALB

By:

Its:

Cohen Barnes  
Mayor - Cohen Barnes



ATTEST:

By:

Title:

Thomas L. Doherty  
Attorney

OWNER

By:

Its:

Robert J. Wessels  
Robert J. Wessels  
Trustee

ATTEST:

By:

Title:

Thomas L. Doherty  
Attorney

BY:

Its:

Teri L. Wessels  
Trustee  
Teri L. Wessels

**EXHIBIT A**  
**(LEGAL DESCRIPTION OF THE PROPERTY)**

The Property is legally described as follows:

A PART OF ASSESSOR'S LOT 5 ON THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF SAID LOT 5 AND THE CENTER OF A PUBLIC HIGHWAY, THE SAME BEING ILLINOIS ROUTE 23; THENCE NORTH 46°16' WEST, A DISTANCE OF 322.1 FEET ALONG THE SAID SOUTHWESTERLY LINE OF SAID LOT 5 TO A POINT; THENCE NORTH 43°49' EAST, A DISTANCE OF 135.0 FEET TO A POINT ON THE WESTERLY LINE OF WOODLAWN DRIVE; THENCE SOUTH 1°47' EAST, 84.25 FEET ALONG THE SAID WESTERLY LINE OF WOODLAWN DRIVE TO A POINT; THENCE SOUTH 46°09' EAST, ALONG THE SAID WESTERLY LINE OF WOODLAWN DRIVE AND ALONG THE SOUTHWESTERLY EXTENSION OF SAID WESTERLY LINE OF WOODLAWN DRIVE, A DISTANCE OF 262.85 FEET TO A POINT ON THE CENTER LINE OF SAID PUBLIC HIGHWAY; THENCE SOUTHWESTERLY, ALONG THE CENTER LINE OF SAID PUBLIC HIGHWAY, 75.4 FEET TO THE PLACE OF BEGINNING.

Common Address: 2023 SYCAMORE ROAD, DEKALB, ILLINOIS

PIN: 08-13-101-007

# PLAT AND CERTIFICATE OF SURVEY

A PART OF ASSESSOR'S LOT 5 ON THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF SAID LOT 5 AND THE CENTER OF A PUBLIC HIGHWAY, THE SAME BEING ILLINOIS ROUTE 23; THENCE NORTH 46°16' WEST, A DISTANCE OF 322.1 FEET ALONG THE SAID SOUTHWESTERLY LINE OF SAID LOT 5 TO A POINT; THENCE NORTH 43°49' EAST, A DISTANCE OF 135.0 FEET TO A POINT ON THE WESTERLY LINE OF WOODLAWN DRIVE; THENCE SOUTH 1°47' EAST, 84.25 FEET ALONG THE SAID WESTERLY LINE OF WOODLAWN DRIVE TO A POINT; THENCE SOUTH 46°09' EAST, ALONG THE SAID WESTERLY LINE OF WOODLAWN DRIVE AND ALONG THE SOUTHWESTERLY EXTENSION OF SAID WESTERLY LINE OF WOODLAWN DRIVE, A DISTANCE OF 262.85 FEET TO A POINT ON THE CENTER LINE OF SAID PUBLIC HIGHWAY; THENCE SOUTHWESTERLY, ALONG THE CENTER LINE OF SAID PUBLIC HIGHWAY, 75.4 FEET TO THE PLACE OF BEGINNING.

CONTAINS 26,149 SQ. FT.

PROPERTY ADDRESS: 2023 SYCAMORE ROAD, DEKALB, ILLINOIS

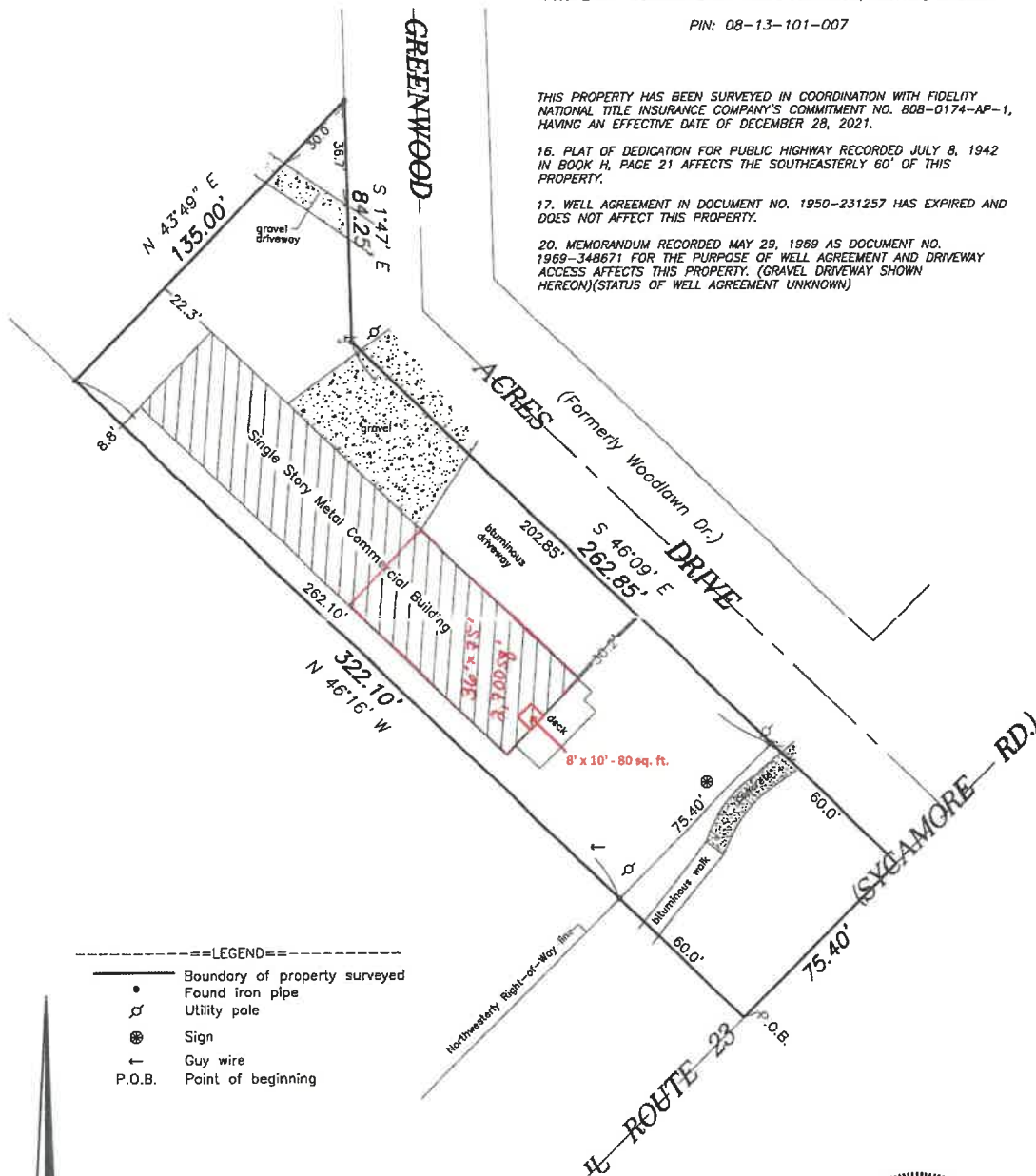
PIN: 08-13-101-007

THIS PROPERTY HAS BEEN SURVEYED IN COORDINATION WITH FIDELITY NATIONAL TITLE INSURANCE COMPANY'S COMMITMENT NO. 808-0174-AP-1, HAVING AN EFFECTIVE DATE OF DECEMBER 28, 2021.

16. PLAT OF DEDICATION FOR PUBLIC HIGHWAY RECORDED JULY 8, 1942 IN BOOK H, PAGE 21 AFFECTS THE SOUTHEASTERLY 60' OF THIS PROPERTY.

17. WELL AGREEMENT IN DOCUMENT NO. 1950-231257 HAS EXPIRED AND DOES NOT AFFECT THIS PROPERTY.

20. MEMORANDUM RECORDED MAY 29, 1969 AS DOCUMENT NO. 1969-348671 FOR THE PURPOSE OF WELL AGREEMENT AND DRIVEWAY ACCESS AFFECTS THIS PROPERTY. (GRAVEL DRIVEWAY SHOWN HEREON)(STATUS OF WELL AGREEMENT UNKNOWN)



- ==LEGEND==
- Boundary of property surveyed
  - Found iron pipe
  - ⊕ Utility pole
  - ⊗ Sign
  - ↑ Guy wire
  - P.O.B. Point of beginning

SCALE 1"=40'

STATE OF ILLINOIS )  
COUNTY OF DEKALB ) SS

THIS IS TO CERTIFY THAT THE ATTACHED PLAT IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY I HAVE MADE OF PROPERTY HEREON SHOWN AND DESCRIBED. ALL DISTANCES SHOWN IN FEET AND DECIMALS THEREOF. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

FIELD WORK COMPLETED JANUARY 27TH, 2022, WITNESS MY HAND AND SEAL AT DEKALB, ILLINOIS THIS 1ST DAY OF FEBRUARY, 2022.

*Leslie Aaron Doores*  
LESLIE AARON DOORES

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3833  
LICENSE EXPIRATION DATE: NOVEMBER 30TH, 2022



FOR: RON BREESE JR.  
JOB NO. 16263

JADE Hanna Surveyors  
155 N 3rd Street  
Dekalb, IL 60115  
(815) 756-2189  
Info@Hannasurveyors.com  
License No. 184006622

## **EXHIBIT C**

**ORDINANCE 2023-048**

**PASSED: OCTOBER 23, 2023**

**APPROVING THE ANNEXATION OF CERTAIN PROPERTY LOCATED AT 2023 SYCAMORE ROAD, DEKALB, ILLINOIS (ROBERT WESSELS) (PIN 08-13-101-007).**

**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**, Robert J Wessels Trust 91 & Teri L Wessels Trust 92 (collectively, the "Owner") are the record owners of approximately 0.5 acres of property that is legally described in the attached and incorporated Exhibit A (the "Property") and the Plat of Annexation attached and incorporated as Exhibit B (the "Plat of Annexation"); and

**WHEREAS**, pursuant to 65 ILCS 5/11-15.1-1, *et seq.*, the City and Owner negotiated an Annexation Agreement (the "Agreement") to: (1) annex the Property into the City's corporate limits; and (2) develop the Property as a planned development to permit a farmer's market sale of agricultural products in an unmanufactured state, a specialty store, and accessory uses (the "Development"); and

**WHEREAS**, the Property is located in unincorporated DeKalb County, is contiguous to the City's corporate limits, and has no electors residing thereon; and

**WHEREAS**, pursuant to 65 ILCS 5/7-1-8, Owner filed a written petition with the City to annex the Property into the City's corporate limits which was signed under oath by all of the Property's owners of record and further stated that no electors resided thereon; and

**WHEREAS**, the Property is not part of any Public Library District, and therefore, there is no need to provide notice of an action to annex the Property to any Public Library District; and

**WHEREAS**, on October 5, 2023, the City provided due notice in writing by certified mail of the City's action to annex the Property to the Board of Trustees of the DeKalb Fire Protection District, the Board of Trustees of DeKalb Township, the Supervisor of DeKalb Township, the Highway Commissioner of DeKalb Township, and the Clerk of DeKalb Township as further described in the Affidavit of Service of Notice attached hereto and incorporated herein as Exhibit C (the "Affidavit of Service of Notice"); and

**WHEREAS**, on October 16, 2023, upon due notice, the City's Planning and Zoning Commission held a public hearing on the rezoning of the Property to allow for the Development and recommended approving the Development; and

**WHEREAS**, on October 23, 2023, upon due notice, the City's corporate authorities held a public hearing on the Agreement; and

**WHEREAS**, on October 23, 2023, the City's corporate authorities adopted an ordinance approving the Agreement prior to their consideration of this Ordinance; and

**WHEREAS**, the City's corporate authorities find that approving the annexation of the Property 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 herein as Section 1 to this Ordinance.

**SECTION 2:** The City's corporate authorities approve the annexation of the Property legally described in the attached and incorporated Exhibit A. The City's corporate authorities also approve the Plat of Annexation in the form attached and incorporated as Exhibit B, and further direct that the recordable sized Mylar be executed on behalf of the City by the Mayor and attested to by the Executive Assistant. Pursuant to 65 ILCS 5/7-1-1, the territory annexed shall extend to the far side of any highway adjacent to the Property that is not already located within the jurisdiction of the City or another municipality.

**SECTION 3:** The City's corporate authorities authorize and direct the City Manager or his designee to record and file, upon execution by all of the parties, this Ordinance, the Plat of Annexation, and the Affidavit of Service of Notice with the DeKalb County Clerk and Recorder. The City Manager or his designee shall, by certified mail, return receipt requested, notify any and all post office branches serving the annexed territory and all election authorities having jurisdiction over the annexed territory of this annexation within thirty (30) days of the passage of this Ordinance. The City Manager or his designee shall, by certified mail, return receipt requested, give notice of this annexation to the Illinois Department of Revenue pursuant to 30 ILCS 115/2(b) within 30 days after the annexation.

**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:** Pursuant to 65 ILCS 5/1-2-4, the City's corporate authorities, by a vote of two-thirds of all the members then holding office, find that it is urgent for this Ordinance to take effect immediately upon its passage and approval.

**PASSED BY THE CITY COUNCIL** of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 23<sup>rd</sup> day of October 2023 and approved by me as Mayor on the same day. First Reading passed by an 8-0 roll call vote. Aye: Zasada, Larson, Smith, Perkins, McAdams, Verbic, Walker, Barnes. Nay: None. Second Reading waived by an 8-0 roll call vote. Aye: Zasada, Larson, Smith, Perkins, McAdams, Verbic, Walker, Barnes. Nay: None.



  
COHEN BARNES, Mayor

ATTEST.  
  
Ruth A. Scott, Executive Assistant

## EXHIBIT D

ORDINANCE 2023-049

PASSED: OCTOBER 23, 2023

**APPROVING THE ZONING PETITION OF ROBERT WESSELS TO REZONE CERTAIN PROPERTY LOCATED AT 2023 SYCAMORE ROAD, DEKALB, ILLINOIS (PIN 08-13-101-007) TO THE "PD-C" PLANNED DEVELOPMENT COMMERCIAL DISTRICT AND TO APPROVE A CONCEPT PLAN TO ALLOW FOR THE CONTINUED USE OF A FARMER'S MARKET AND ACCESSORY USES.**

**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**, Robert J Wessels Trust 91 & Teri L Wessels Trust 92 (collectively, the "Owner" or "Applicant") are the record owners of property that is legally described in the attached and incorporated Exhibit A (the "Property"); and

**WHEREAS**, pursuant to 65 ILCS 5/11-15.1-1, *et seq.*, the City and Owner negotiated an Annexation Agreement (the "Agreement") to: (1) annex the Property into the City's corporate limits; and (2) rezone the Property to Planned Development – Commercial District to permit a farmer's market sale of agricultural products in an unmanufactured state, a specialty store, and accessory uses; and

**WHEREAS**, pursuant to the Agreement, Applicant petitioned the City to: (1) annex the Property; and (2) upon annexation of the Property into the City's corporate limits, to: (A) rezone the Property from the "SFR1" Single-Family Residential District to the "PD-C" Planned Development – Commercial District; (B) permit the sale of agricultural products in an unmanufactured state, a specialty store, and accessory uses as permitted land uses for the zoning of the Property; (C) provide for phased development and compliance with the UDO's streets, sidewalks, parking lot, utilities, and Building Code requirements as set forth in the development standards attached and incorporated as Exhibit B (the "Development Standards"); (D) approve the Concept Plan prepared by Jade Hanna Surveyors dated 10-9-23 attached and incorporated as Exhibit C (the "Concept Plan"); (E) provide exceptions from section 5.13.06 of the UDO's minimum planned development site size requirement of two (2) acres; and (F) provide that any use or development of the Property shall conform to the "LC" Light Commercial District standards and the UDO's requirements, except as may otherwise be provided by the Agreement and the Development Standards (collectively, the "Zoning Petition"); and

**WHEREAS**, on October 16, 2023, upon due notice, the City's Planning and Zoning Commission (the "PZC") held a public hearing on the Zoning Petition, made findings of fact, and recommended approving the Zoning Petition; and

**WHEREAS**, on October 23, 2023, upon due notice, the City's corporate authorities held a public hearing on the Agreement; and

**WHEREAS**, on October 23, 2023, the City's corporate authorities adopted ordinances approving the Agreement and the Property's annexation prior to their consideration of this Ordinance; and

**WHEREAS**, the City's corporate authorities find that: (1) approving the Zoning Petition is in the City's best interests for the protection of the public health, safety, and welfare; (2) the PZC's findings of fact and recommendations are true, correct, adopted, and incorporated herein by reference; and (3) the Zoning Petition conforms to the UDO's standards for a zoning map amendment, except as waived or excepted pursuant to this Ordinance, as follows:

### **III. STANDARDS FOR ZONING MAP AMENDMENT**

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

The 2022 Comprehensive Plan recommends the Property for Commercial uses. The proposed zoning is consistent and compatible with the zoning along Sycamore Road. The majority of the building on the site has been vacant or under used for many years. The rezoning of the Property to the "PD-C" Planned Development – Commercial District meets the intent of the City's Comprehensive Plan and is compatible with the trend of development in the area.

- 2. The proposed rezoning conforms to the Intent and purpose of the UDO.**

The rezoning of the Property to "PD-C" provides the opportunity to more directly shape the redevelopment, use and appearance of the Property in accordance with the City's UDO. The Planned Development allows the Owner and the City the flexibility to agree to the appropriate development standards. The proposed rezoning request is in compliance with the UDO, except for the waivers noted in the development standards. The proposal also meets the General Standard requirements for a Planned Development as described in Article 5.13.07 of the UDO.

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

The proposed rezoning will not have a detrimental effect on the adjacent properties as it entitles the Property to a use that has occurred for years on the Property and is complementary with the surrounding area. There are various commercial uses along Sycamore Road, and the building has contained commercial uses since the late 1950's. There have been recent improvements to the building to enhance the appearance, and standards are recommended to improve the inside of the structure and parking lot. The current business is not an overly intense commercial use with a small parking demand and quick turnover of customers.

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

The Property is unincorporated and will be rezoned to the "PD-C", Planned Development Commercial District. Rezoning the Property to "PD-C" will allow the Owner the flexibility to use the Property that will be compatible with the surrounding area and allow the business to continue in a safe manner.

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

Adequate public services are adjacent to the Property. In case of the need for a connection, a 10" water main is located along Greenwood Acres Dr. and an 8" sanitary sewer is the north of the bank across the road. The site is already annexed to the Kishwaukee Water Reclamation District and paying taxes to the District. One of the recommended development standards is to establish a more defined and safe parking area within one year of the approval of the Ordinance rezoning the property.



**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 herein as Section 1 to this Ordinance.

**SECTION 2:** Subject to the provisions of the Agreement and contingent upon Owner's compliance with the Agreement, the City's corporate authorities approve: (A) the Zoning Petition; (B) the rezoning of the Property from the "SFR1" Single-Family Residential District to the "PD-C" Planned Development – Commercial District; (C) the Development Standards attached and incorporated as Exhibit B; (D) the phased development and exceptions from the UDO's requirements as set forth and provided by the Development Standards; (E) the Concept Plan prepared by Jade Hanna Surveyors dated 10-9-23 attached and incorporated as Exhibit C; (F) the sale of agricultural products in an unmanufactured state, a specialty store, and accessory uses as permitted land uses for the zoning of the Property; (G) exceptions from section 5.13.06 of the UDO's minimum planned development site size requirement of two (2) acres; and (H) that any use or development of the Property shall conform to the "LC" Light Commercial District standards and the UDO's requirements, except as may otherwise be provided by the Agreement and the Development Standards.

**SECTION 3:** The City's corporate authorities authorize and direct the City Manager or his designee to amend the City's "Official Zoning Map" to depict the Property as located within the "PD-C" Planned Development – Commercial District.

**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:** Pursuant to 65 ILCS 5/1-2-4, the City's corporate authorities, by a vote of two-thirds of all the members then holding office, find that it is urgent for this Ordinance to take effect immediately upon its passage and approval.

**PASSED BY THE CITY COUNCIL** of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 23<sup>rd</sup> day of October 2023 and approved by me as Mayor on the same day. First Reading passed by an 8-0 roll call vote. Aye: Zasada, Larson, Smith, Perkins, McAdams, Verbic, Walker. Barnes. Nay: None. Second Reading waived by an 8-0 roll call vote. Aye: Zasada, Larson, Smith, Perkins, McAdams, Verbic, Walker. Barnes. Nay: None.



  
COHEN BARNES, Mayor

ATTEST:  
  
Ruth A. Scott, Executive Assistant

**EXHIBIT A  
(LEGAL DESCRIPTION OF THE PROPERTY)**

The Property is legally described as follows:

A PART OF ASSESSOR'S LOT 5 ON THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF SAID LOT 5 AND THE CENTER OF A PUBLIC HIGHWAY, THE SAME BEING ILLINOIS ROUTE 23; THENCE NORTH 46°16' WEST, A DISTANCE OF 322.1 FEET ALONG THE SAID SOUTHWESTERLY LINE OF SAID LOT 5 TO A POINT; THENCE NORTH 43°49' EAST, A DISTANCE OF 135.0 FEET TO A POINT ON THE WESTERLY LINE OF WOODLAWN DRIVE; THENCE SOUTH 1°47' EAST, 84.25 FEET ALONG THE SAID WESTERLY LINE OF WOODLAWN DRIVE TO A POINT; THENCE SOUTH 46°09' EAST, ALONG THE SAID WESTERLY LINE OF WOODLAWN DRIVE AND ALONG THE SOUTHWESTERLY EXTENSION OF SAID WESTERLY LINE OF WOODLAWN DRIVE, A DISTANCE OF 262.85 FEET TO A POINT ON THE CENTER LINE OF SAID PUBLIC HIGHWAY; THENCE SOUTHWESTERLY, ALONG THE CENTER LINE OF SAID PUBLIC HIGHWAY, 75.4 FEET TO THE PLACE OF BEGINNING.

Common Address: 2023 SYCAMORE ROAD, DEKALB, ILLINOIS

PIN: 08-13-101-007

## **EXHIBIT B (Development Standards)**

### **Permitted Uses:**

Sale of farm products, which shall be limited to agricultural commodities in an unmanufactured state including, but not limited to, fruits, vegetables, plants, Christmas trees, and other accessory products; provided, however, that the following uses shall be expressly prohibited: (1) the sale of farm animals, farm equipment, livestock, and other similar farm products; (2) the sale of farm products in a manufactured state; (3) food preparation; and (4) all other uses not permitted by the Agreement.

### **Development Standards, Restrictions, and Exceptions:**

Setbacks, building lines, site coverage, building dimension limitations, height restrictions, parking, landscaping, permits, and other similar restrictions to the Property shall comply with the standards provided by the "LC" Light Commercial District of the UDO, except as provided below:

Article 5.13.06 – Minimum Planned Development Site Size – City shall waive the UDO's requirement for a two (2) acre minimum planned development site.

Article 5.13.10 – Procedures for Planned Development Approval – Owner shall comply with the UDO's requirements and procedures for a Preliminary and Final Development Plan upon Owner's Expansion; provided, however, that Owner's compliance with the UDO's requirements and procedures for a Preliminary and Final Development Plan shall be a necessary condition precedent to Owner's Expansion.

Article 7.05 – Screening Requirements – The location and screening of the porta-potty shall be approved by the City staff with Owner prior to occupancy of the building. Owner shall place a six (6) foot high privacy fence along the northwest property line adjacent to 105 Greenwood Acres Dr. within one (1) year of the Effective Date.

Article 10.02 – Sanitary Sewers – and Article 10.03 – Water Supply – Owner shall comply with the UDO's requirements for providing sanitary sewers and water supply to the Property upon Owner's Expansion and the approval of a Final Development Plan.

Article 12 – Parking Lot Redevelopment – The parking area shall comply with the UDO's requirements within one (1) year of the Effective Date. No parking shall be allowed within 65 feet of the right of way of Sycamore Road, except for one (1) handicap space. A total of eight (8) standard parking spaces shall be provided, including one (1) handicap space, per the UDO's paving and striping requirements. Parking shall be allowed to back onto Greenwood Acres Dr. upon the written approval of the City Engineer.

Articles 14.01 (Building Permit) and 14.02 (Certificate of Use and Occupancy) – For the Sales Area, Owner shall be allowed to immediately occupy the approximately 80 square foot area of the single-story metal commercial building on the Property that is located in

the front transaction area via the eight (8) foot garage door and is further depicted on the Concept Plan for the purpose of conducting permitted commercial transactions only.

For the Indoor Display Area, before the City's Chief Building Official permits the temporary occupancy of the approximately 2,700 square foot area of the single-story metal commercial building on the Property that is described in the Concept Plan, Owner shall comply with the following requirements of the City's Building Code to the reasonable satisfaction of the City's Chief Building Official:

- Heating system; provided, however, that Owner may comply with the City's heating system requirements by providing a conventional furnace system or a hanging electric/gas unit that is properly piped, protected, and installed;
- Structural design of walls and ceiling shall be provided as a sketch drawing of the existing conditions to the City's Chief Building Official which identifies the stud/joist/truss sizes and shows compliance with the Mercantile Group M use provisions of the 2015 International Building Code;
- Construction of walls and ceiling in compliance with the City's Building Code including, but not limited to, insulation and drywall. The common wall to the unoccupied/unheated space shall be insulated and drywalled on both sides. No additional wood "interior finishes" should be installed;
- Electric run in the occupied space shall comply with NEC 2014 (with an exterior disconnect installed upon Owner's Expansion);
- Electric wires, boxes, panels, and etcetera throughout entire structure that are not currently in use as of the Effective Date shall be removed back to source in compliance with the City's Building Code; and
- Gas piping that is not currently in use as of the Effective Date shall be properly capped or removed back to source in compliance with the City's Building Code.

Except as may be required to maintain occupancy of the Sales Area and the Indoor Display Area, Owner shall not be required to comply with the City's Building Code; provided, however, that Owner shall comply with the City's then-existing Building Code for the entire single-story metal commercial building on the Property if one (1) or more of the following events occur: (1) Owner's Expansion; (2) the abandonment of the building for more than six (6) months; (3) any damage to the building to an extent of more than 50% of its replacement value (excluding the value of the land, the cost of preparation of land and the value of any foundation adaptable to a conforming use), at the time of damage, as determined by the City's Chief Building Official.

# PLAT AND CERTIFICATE OF SURVEY

A PART OF ASSESSOR'S LOT 5 ON THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF SAID LOT 5 AND THE CENTER OF A PUBLIC HIGHWAY, THE SAME BEING ILLINOIS ROUTE 23; THENCE NORTH 46°16' WEST, A DISTANCE OF 322.1 FEET ALONG THE SAID SOUTHWESTERLY LINE OF SAID LOT 5 TO A POINT; THENCE NORTH 43°49' EAST, A DISTANCE OF 135.0 FEET TO A POINT ON THE WESTERLY LINE OF WOODLAWN DRIVE; THENCE SOUTH 1°47' EAST, 84.25 FEET ALONG THE SAID WESTERLY LINE OF WOODLAWN DRIVE TO A POINT; THENCE SOUTH 46°09' EAST, ALONG THE SAID WESTERLY LINE OF WOODLAWN DRIVE AND ALONG THE SOUTHWESTERLY EXTENSION OF SAID WESTERLY LINE OF WOODLAWN DRIVE, A DISTANCE OF 262.85 FEET TO A POINT ON THE CENTER LINE OF SAID PUBLIC HIGHWAY; THENCE SOUTHWESTERLY, ALONG THE CENTER LINE OF SAID PUBLIC HIGHWAY, 75.4 FEET TO THE PLACE OF BEGINNING.

CONTAINS 26,149 SQ. FT.

PROPERTY ADDRESS: 2023 SYCAMORE ROAD, DEKALB, ILLINOIS

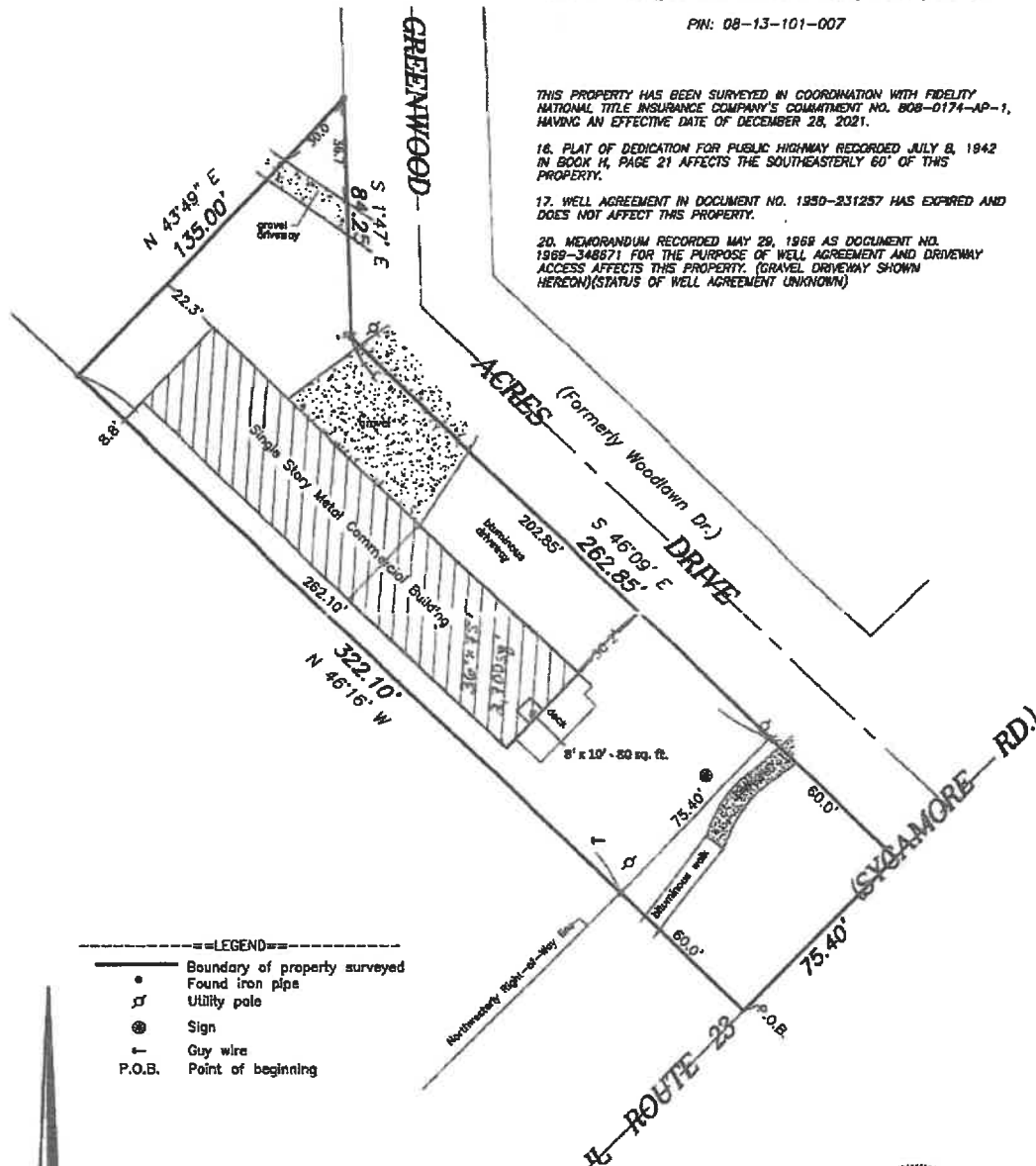
PN: 08-13-101-007

THIS PROPERTY HAS BEEN SURVEYED IN COORDINATION WITH FIDELITY NATIONAL TITLE INSURANCE COMPANY'S COMMITMENT NO. 808-0174-AP-1, HAVING AN EFFECTIVE DATE OF DECEMBER 28, 2021.

16. PLAT OF DEDICATION FOR PUBLIC HIGHWAY RECORDED JULY 8, 1942 IN BOOK 14, PAGE 21 AFFECTS THE SOUTHEASTERLY 60' OF THIS PROPERTY.

17. WELL AGREEMENT IN DOCUMENT NO. 1950-231257 HAS EXPIRED AND DOES NOT AFFECT THIS PROPERTY.

20. MEMORANDUM RECORDED MAY 29, 1969 AS DOCUMENT NO. 1969-348871 FOR THE PURPOSE OF WELL AGREEMENT AND DRIVEWAY ACCESS AFFECTS THIS PROPERTY. (GRAVEL DRIVEWAY SHOWN HEREON)(STATUS OF WELL AGREEMENT UNKNOWN)



- ==LEGEND==
- Boundary of property surveyed
  - Found iron pipe
  - ⊕ Utility pole
  - ⊙ Sign
  - Guy wire
  - P.O.B. Point of beginning

SCALE 1"=40'

STATE OF ILLINOIS }  
COUNTY OF DEKALB } SS

THIS IS TO CERTIFY THAT THE ATTACHED PLAT IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY I HAVE MADE OF PROPERTY HEREON SHOWN AND DESCRIBED. ALL DISTANCES SHOWN IN FEET AND DECIMALS THEREOF. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

FIELD WORK COMPLETED JANUARY 27TH, 2022, WITNESS MY HAND AND SEAL AT DEKALB, ILLINOIS THIS 1ST DAY OF FEBRUARY, 2022.

*Leslie Aaron Doores*  
LESLIE AARON DOORES

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3833  
LICENSE EXPIRATION DATE: NOVEMBER 30TH, 2022



FOR: RON BREESE JR.  
JOB NO. 16263

JADE Hanna Surveyors  
155 N 3rd Street  
Dekalb, IL 60115  
(815) 756-2189  
Info@Hannasurveyors.com  
License No. 184006622

## **EXHIBIT E (Development Standards)**

### **Permitted Uses:**

Sale of farm products, which shall be limited to agricultural commodities in an unmanufactured state including, but not limited to, fruits, vegetables, plants, Christmas trees, and other accessory products; provided, however, that the following uses shall be expressly prohibited: (1) the sale of farm animals, farm equipment, livestock, and other similar farm products; (2) the sale of farm products in a manufactured state; (3) food preparation; and (4) all other uses not permitted by the Agreement.

### **Development Standards, Restrictions, and Exceptions:**

Setbacks, building lines, site coverage, building dimension limitations, height restrictions, parking, landscaping, permits, and other similar restrictions to the Property shall comply with the standards provided by the "LC" Light Commercial District of the UDO, except as provided below:

Article 5.13.06 – Minimum Planned Development Site Size – City shall waive the UDO's requirement for a two (2) acre minimum planned development site.

Article 5.13.10 – Procedures for Planned Development Approval – Owner shall comply with the UDO's requirements and procedures for a Preliminary and Final Development Plan upon Owner's Expansion; provided, however, that Owner's compliance with the UDO's requirements and procedures for a Preliminary and Final Development Plan shall be a necessary condition precedent to Owner's Expansion.

Article 7.05 – Screening Requirements – The location and screening of the porta-potty shall be approved by the City staff with Owner prior to occupancy of the building. Owner shall place a six (6) foot high privacy fence along the northwest property line adjacent to 105 Greenwood Acres Dr. within one (1) year of the Effective Date.

Article 10.02 – Sanitary Sewers – and Article 10.03 – Water Supply – Owner shall comply with the UDO's requirements for providing sanitary sewers and water supply to the Property upon Owner's Expansion and the approval of a Final Development Plan.

Article 12 – Parking Lot Redevelopment – The parking area shall comply with the UDO's requirements within one (1) year of the Effective Date. No parking shall be allowed within 65 feet of the right of way of Sycamore Road, except for one (1) handicap space. A total of eight (8) standard parking spaces shall be provided, including one (1) handicap space, per the UDO's paving and striping requirements. Parking shall be allowed to back onto Greenwood Acres Dr. upon the written approval of the City Engineer.

Articles 14.01 (Building Permit) and 14.02 (Certificate of Use and Occupancy) – For the Sales Area, Owner shall be allowed to immediately occupy the approximately 80 square foot area of the single-story metal commercial building on the Property that is located in

the front transaction area via the eight (8) foot garage door and is further depicted on the Concept Plan for the purpose of conducting permitted commercial transactions only.

For the Indoor Display Area, before the City's Chief Building Official permits the temporary occupancy of the approximately 2,700 square foot area of the single-story metal commercial building on the Property that is described in the Concept Plan, Owner shall comply with the following requirements of the City's Building Code to the reasonable satisfaction of the City's Chief Building Official:

- Heating system; provided, however, that Owner may comply with the City's heating system requirements by providing a conventional furnace system or a hanging electric/gas unit that is properly piped, protected, and installed;
- Structural design of walls and ceiling shall be provided as a sketch drawing of the existing conditions to the City's Chief Building Official which identifies the stud/joist/truss sizes and shows compliance with the Mercantile Group M use provisions of the 2015 International Building Code;
- Construction of walls and ceiling in compliance with the City's Building Code including, but not limited to, insulation and drywall. The common wall to the unoccupied/unheated space shall be insulated and drywalled on both sides. No additional wood "interior finishes" should be installed;
- Electric run in the occupied space shall comply with NEC 2014 (with an exterior disconnect installed upon Owner's Expansion);
- Electric wires, boxes, panels, and etcetera throughout entire structure that are not currently in use as of the Effective Date shall be removed back to source in compliance with the City's Building Code; and
- Gas piping that is not currently in use as of the Effective Date shall be properly capped or removed back to source in compliance with the City's Building Code.

Except as may be required to maintain occupancy of the Sales Area and the Indoor Display Area, Owner shall not be required to comply with the City's Building Code; provided, however, that Owner shall comply with the City's then-existing Building Code for the entire single-story metal commercial building on the Property if one (1) or more of the following events occur: (1) Owner's Expansion; (2) the abandonment of the building for more than six (6) months; (3) any damage to the building to an extent of more than 50% of its replacement value (excluding the value of the land, the cost of preparation of land and the value of any foundation adaptable to a conforming use), at the time of damage, as determined by the City's Chief Building Official.



2023008092

**TASHA SIMS**

**RECORDER - DEKALB COUNTY, IL**

**RECORDED: 11/14/2023 03:34 PM**

**REC FEE: 55.00**

**PAGES: 32**

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 2023-047**

**AUTHORIZING AN ANNEXATION AGREEMENT WITH ROBERT  
WESSELS FOR PROPERTY LOCATED AT 2023 SYCAMORE ROAD,  
DEKALB, ILLINOIS (PIN 08-13-101-007).**

**PASSED BY THE CITY COUNCIL** of the City of DeKalb, Illinois, on the 23<sup>rd</sup> day of October 2023.

**WITNESS** my hand and the official seal of said City this 14<sup>th</sup> day of November 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