

AMENDING ORDINANCE 2023-036 THAT AUTHORIZED AN ANNEXATION AND DEVELOPMENT AGREEMENT FOR THE GOLDIN PROPERTY LOCATED AT THE NORTHEAST CORNER OF GURLER ROAD AND PEACE ROAD, DEKALB, ILLINOIS, TO ACCOMMODATE A DATA CENTER.

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 and amend annexation agreements; and

WHEREAS, City staff negotiated a First Amendment to the Annexation and Development Agreement in the form attached and incorporated as Exhibit A (the "Agreement"); and

WHEREAS, on July 22, 2024, pursuant to 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, adopt, approve, and ratify 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 effectuate the Agreement including, but not limited to, recording the Agreement with the DeKalb County Clerk and Recorder.

SECTION 3: 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 4: 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 22nd day of July 2024 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, Powell, Verbic, Walker, Barnes. Nay: None. Second Reading waived by an 8-0 roll call vote. Aye: Zasada, Larson, Smith, Perkins, Powell, Verbic, Walker, Barnes. Nay: None.



Cohen Barnes

COHEN BARNES, Mayor

ATTEST:
Ruth A. Scott

Ruth A. Scott, Executive Assistant

**This instrument prepared for
and after recording return to:**

City of DeKalb
164 W. Lincoln Hwy.
DeKalb, IL 60115
Attn: City Manager's Office

This space reserved for Recorder's use.

**FIRST AMENDMENT TO
ANNEXATION AND DEVELOPMENT AGREEMENT
(Goldin Property)**

This First Amendment to Annexation Agreement ("*Amendment*") is made on this 22nd day of July, 2024 ("*Effective Date*") by and between the City of DeKalb, an Illinois municipal corporation (the "*City*"); Steven Goldin as Trustee of DeKalb Property Trust #2, DeKalb Property Trust #3, DeKalb Property Trust #4, and DeKalb 32 Property Trust (collectively, "*Owner*"); and Karis Acquisitions, LLC, a Delaware limited liability company ("*Developer*").

WITNESSETH:

WHEREAS, Owner is the record owner, and Developer is the contract purchaser and prospective developer of the property legally described on Exhibit A, attached hereto and incorporated herein (the "*Property*"); and

WHEREAS, the Property consists of an approximately 132.5-acre tract of land generally located north of Gurler Road, south of I-88, east of Peace Road, and west of Webster Road; and

WHEREAS, the Property was previously annexed to the City of DeKalb pursuant to Ordinance No. 2023-0037 and is subject to that certain Annexation and Development Agreement

by and between the City and Owner dated September 11, 2023 and recorded with the DeKalb Recorder of Deeds as document no. 2023007068 (the “*Original Annexation Agreement*”); and

WHEREAS, the Original Annexation Agreement contemplates the development of the Property as a planned industrial development with manufacturing, packaging, distribution, or warehouse uses; and

WHEREAS, Developer desires to purchase the Property and develop it as a planned industrial development with data center uses consistent with the “Data Center Site Plan” dated July 12, 2024, a copy of which is attached hereto as Exhibit B (the “*Data Center Concept Plan*”), or otherwise consistent with the Original Annexation Agreement; and

WHEREAS, the Parties now desire to amend the Original Annexation Agreement as set forth herein to provide for approval of the Developer’s proposed data center use and Data Center Concept Plan, and to make other amendments related to the Developer’s proposed use and development of the Property (the “*Proposed Amendments*”); and

WHEREAS, Section 10.4 of the Original Annexation Agreement provides that it may be amended by mutual agreement of the City and the then-owner(s) of the Property, subject to approval and execution of such amendments in the manner required by law; and

WHEREAS, pursuant to notice duly published in the manner required by 65 ILCS 5/11-15.1-3, the Mayor and City Council of the City (the “*Corporate Authorities*”) conducted a public hearing on July 22, 2024 regarding the Proposed Amendments; and

WHEREAS, the City thereafter approved this Amendment by a two-thirds vote of the Corporate Authorities then holding office and authorized and directed the Mayor to execute this Amendment on the City’s behalf; and

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

NOW, THEREFORE, in consideration of the promises, undertakings, and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

SECTION 1. Recitals. The foregoing recitals are hereby incorporated into and made a part of this Amendment as if fully set forth.

SECTION 2. Amendment to Section 3.0. Section 3.0 of the Original Annexation Agreement, entitled "Zoning," is hereby amended to add a new Section 3.1.A as follows:

* * *

3.1.A Immediately following approval of this Amendment, the City's corporate authorities shall adopt a zoning ordinance in the same or substantially the same form as attached to this Amendment as Exhibit C (the "Amended Zoning Ordinance") to amend Ordinance 2023-038 to: (i) add "data center" uses as permitted uses on the Property; (ii) provide for a maximum building square footage of 2,000,000 square feet; (iii) approve the Data Center Concept Plan; and (iv) provide for future approval of a Preliminary Development Plan by the City's Planning and Zoning Commission and City Council, and approval of a Final Development Plan by the City Council only. Development of the Property shall be subject to submission and approval of the Preliminary and Final Development Plans in accordance with the Amended Zoning Ordinance; provided, however, that Owner or Developer may elect to submit Preliminary and/or Final Development Plans in phases, and the City agrees to promptly review all such submissions in accordance with the City's Municipal Code. The zoning of the Property pursuant to the Amended Zoning Ordinance shall remain in effect from and after the adoption of the Amended Zoning Ordinance, unless an amendment or change is sought by Owner or Developer, or their assigns or successors.

* * *

SECTION 3. Amendment to Section 7.0. Section 7.0 of the Original Annexation

Agreement, entitled "Building Permits," is hereby amended in part as follows:

7.0 Building Permits: Owner may apply for building permits to begin construction on the Property or any Portion of the Property or within adjacent City rights-of-way, including for extension of water, sanitary sewer, electrical, and other utility improvements, 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.

SECTION 4. Amendment to Section 8.0. Section 8.0 of the Original Annexation

Agreement, entitled "Utilities," is hereby amended in part to amend Section 8.2 and to add new Sections 8.3 and 8.4, as follows:

* * *

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, and City shall reserve water system capacity for the Property sufficient to meet water demand of 817,000 gallons per day; provided, however, that the City shall not be required to continue to reserve such capacity if Developer does not (i) obtain a site work permit for the Property by June 30, 2027; and (ii) obtain a building permit for the first phase of construction of a data center development on the Property by June 30, 2028. 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 water improvements upon the payment of normal tap-on fees pursuant to the City's Municipal Code.

8.3 The parties acknowledge that Developer may, as a condition of developing the Property, be required to (i) extend, at Developer's cost, a public sanitary sewer main from its existing terminus near the northeast corner of Gurler Road and Peace Road to the eastern edge of the Property (the "Sanitary Sewer Extension"), and (ii) pay a recapture fee of approximately \$617,667.50, plus accrued interest, (the "Peace Road Extension Payment") for the prior extension of said sanitary sewer main to the east side of Peace Road as set forth in an Annexation and Development Agreement dated October 21, 2020 and First Amendment to Annexation/ Development Agreement dated October 18, 2023 by and between the Kishwaukee Water Reclamation District ("KWRD") and JJK 343, LLC. Subject to Developer's completion of the Sanitary Sewer Extension and dedication of such improvements to KWRD, the City agrees that it will enter into a recapture agreement in accordance with 65 ILCS 5/9-5-1, et seq., and in a form mutually acceptable to the City, KWRD, and Developer, to provide for reimbursement of a proportionate share of the Peace Road Extension Payment paid by Developer (but not including the costs of constructing the Sanitary Sewer Extension), together with reasonable interest thereon, from the owners, developers, or users of property to the east of the Property that are benefited by the sanitary sewer improvements, as reasonably determined by the City and KWRD.

8.4 If the Property is developed for data center uses, then the City will grant an electricity tax exemption as provided in this section (the "Electricity Tax Exemption"). The City imposes a tax upon the privilege of using or consuming electricity pursuant to 65 ILCS 5/8-11-2 and the City's home rule powers (the "Electricity Tax"), which Electricity Tax is currently codified in Chapter 63 of the City's Municipal Code. Commencing in the first full calendar year that is two years after the date that a data center project on the Property is fully energized, the City shall exempt from its Electricity Tax a certain percentage of the electricity used or consumed by Developer (or its successors in interest to the Property) that is necessary to cause the effective rate for the City's Electricity Tax in each calendar year to equal \$0.00045 per kilowatt hour for a period of 20 calendar years, provided that Developer (or its successors) shall pay the City at least \$125,000 per year during the period of the Electricity Tax Exemption and otherwise comply with the provisions of

this Agreement. In conjunction with City approval of a Final Development Plan for data center uses on the Property, the City shall adopt an ordinance approving the Electricity Tax Exemption consistent with this Section and shall thereafter take all other actions necessary to approve, authorize, and effect implementation of the Electricity Tax Exemption.

SECTION 5. Amendment to Section 9.2. Section 9.2 of the Original Annexation Agreement is hereby amended in part as follows:

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. **Without limiting the foregoing, the Parties agree that, if Owner is required to construct a water main extension to the north side of I-88, then the City shall approve and enter into a recapture agreement with Owner as provided in this Section for such water main improvements.**

SECTION 6. Notices. Notices which any Party is required to or may wish to serve upon any other Party in connection with the Original Annexation Agreement or this Amendment shall be in writing and delivered as provided in Section 10.14 of the Original Annexation Agreement, and any such notices to Developer shall be addressed as follows:

KCS Acquisitions, LLC
2150 Goodlette-Frank Rd., Suite 501
Naples, FL 34102
Attn: Jake Finley

with a copy to:

Burke, Warren, MacKay & Serritella, P.C.
330 N. Wabash, Suite 2100
Chicago, IL 60611
Attn: Betsy Gates-Alford

SECTION 7. Original Annexation Agreement Continued Effect: Conflicts: Estoppel.

a. Except as expressly modified by this Amendment, the Original Annexation Agreement shall remain in full force and effect for the remainder of its term. To the extent of any conflict between the Original Annexation Agreement and this Amendment, this Amendment shall supersede and control.

b. The parties acknowledge and agree that: (i) all notices, meetings, and hearings have been properly given and held by the City with respect to the approval of this Amendment, and (ii) as of the execution date of this Amendment: (a) the Original Annexation Agreement is in full force and effect, subject to this Amendment; (b) no Party is in default under the terms and conditions of the Original Annexation Agreement; and (c) no Party is aware of any pending or threatened litigation contesting the validity of the Original Annexation Agreement or the annexation of the Property to the City.

SECTION 8. Transfer of Title: Termination by City or Owner.

a. Upon the Owner's transfer of title to the Property to Developer (or Developer's assignee or nominee), Developer or its assignee/nominee shall succeed to all rights and obligations of the Owner under the Original Annexation Agreement and this Amendment as provided in Section 10.2(b) of the Original Annexation Agreement.

b. If Developer (or Developer's assignee or nominee) does not acquire title to the Property by December 31, 2024, and provided that no development work has commenced on the

Property pursuant to the Amended Zoning Ordinance, then either the City or Owner, at their option, may terminate this Amendment in its entirety by delivering a written notice of termination to all other Parties ("*Termination Notice*"). In that event, this Amendment shall be null, void, and of no further force or effect as of the termination date stated in the Termination Notice.

SECTION 9. Recording: Binding Effect: Term. This Amendment shall be valid and binding upon the Parties, their respective successors and assigns, and all successors in title to the Property or any portion thereof in the same manner as provided in Section 10.2 of the Original Annexation Agreement. This Amendment shall remain in effect for a term of twenty (20) years after the original effective date of the Original Annexation Agreement. The City shall record this Amendment with the DeKalb County Clerk and Recorder's Office.

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

[SIGNATURES ON FOLLOWING PAGE]

ATTEST:

By: 
Ruth A. Scott

Title: Executive Assistant

CITY OF DEKALB:

By: 
Cohen Barnes

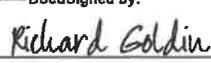
Its: Mayor



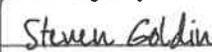
ATTEST:

OWNER:

Steven Goldin as Trustee of DeKalb Property Trust #2, DeKalb Property Trust #3, DeKalb Property Trust #4.

By: DocuSigned by:

90214F9681ED41B...

Title: Trustee

By: DocuSigned by:

743B642A02E3411...

Its: Trustee

ATTEST:

DEVELOPER:

Karis Acquisitions, LLC

By: _____

By: _____

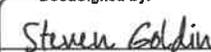
Title: _____

Its: _____

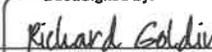
ATTEST:

OWNER:

Richard Goldin as Trustee of DeKalb Property Trust #3 and DeKalb 32 Property Trust.

By: DocuSigned by:

743B642A02E3411...

Title: Trustee

By: DocuSigned by:

90214F9681ED41B...

Its: Trustee

ATTEST:

By: [Signature]
Ruth A. Scott

Title: Executive Assistant

CITY OF DEKALB:

By: [Signature]
Cohen Barnes

Its: Mayor



~~ATTEST:~~

~~By: _____
Title: _____~~

~~OWNER:~~

~~Steven Goldin as Trustee of DeKalb Property Trust #2, DeKalb Property Trust #3, DeKalb Property Trust #4, and DeKalb 32 Property Trust~~

~~By: _____
Its: _____~~

ATTEST:

By: [Signature]
Laura Lawle
Title: Executive Assistant

DEVELOPER:

Karis Acquisitions, LLC

By: [Signature]
JAKE FINLEY
Its: Authorized Signatory

EXHIBIT A
Leral 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.

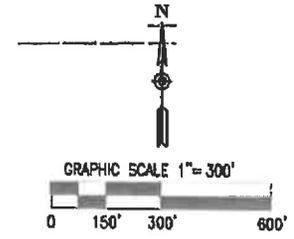
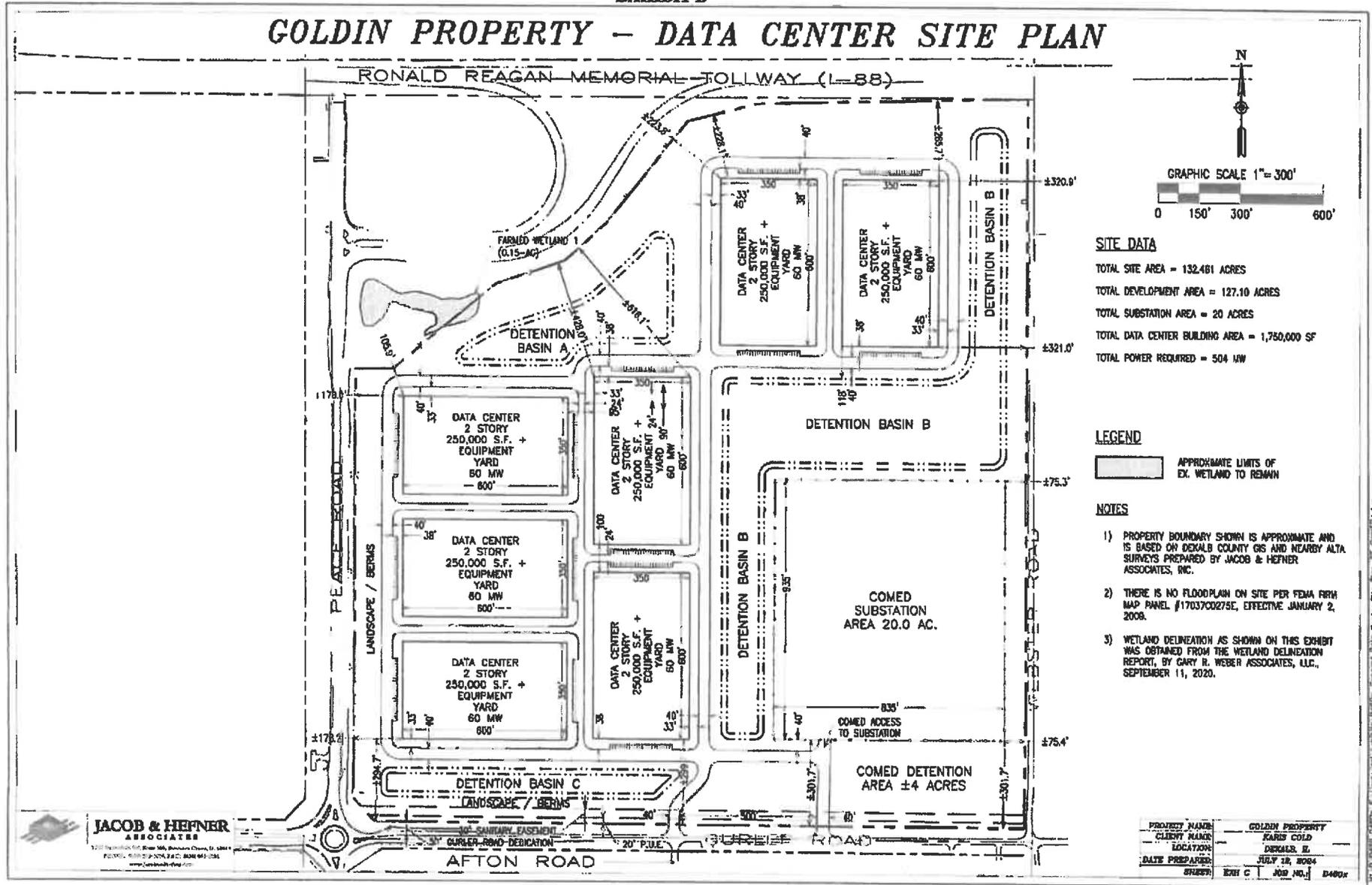
PARCEL 4 (Northeast)

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
Data Center Concept Plan

EXHIBIT B

GOLDIN PROPERTY - DATA CENTER SITE PLAN



SITE DATA

TOTAL SITE AREA = 132.481 ACRES
 TOTAL DEVELOPMENT AREA = 127.10 ACRES
 TOTAL SUBSTATION AREA = 20 ACRES
 TOTAL DATA CENTER BUILDING AREA = 1,750,000 SF
 TOTAL POWER REQUIRED = 504 MW

LEGEND

APPROXIMATE LIMITS OF EX. WETLAND TO REMAIN

- NOTES**
- 1) PROPERTY BOUNDARY SHOWN IS APPROXIMATE AND IS BASED ON DEKALB COUNTY GIS AND NEARBY ALTA SURVEYS PREPARED BY JACOB & HEFNER ASSOCIATES, INC.
 - 2) THERE IS NO FLOODPLAIN ON SITE PER FEMA FIRM MAP PANEL #1703700275E, EFFECTIVE JANUARY 2, 2008.
 - 3) WETLAND DELINEATION AS SHOWN ON THIS EXHIBIT WAS OBTAINED FROM THE WETLAND DELINEATION REPORT, BY GARY R. WEBER ASSOCIATES, LLC, SEPTEMBER 11, 2020.

JACOB & HEFNER ASSOCIATES
 1510 Peachtree St. NE, Suite 1500, Atlanta, GA 30309
 PHONE: 404.525.2200 FAX: 404.525.2201
 www.jacobandhefner.com

PROJECT NAME:	GOLDIN PROPERTY
CLIENT NAME:	KARIS GOLD
LOCATION:	DEKALB, GA
DATE PREPARED:	JULY 18, 2024
DRAWN BY:	ENR C 1
CHECKED BY:	JOB NO. 14404

P:\04404\04404_1703700275E\04404-1703700275E-Concept Data Center Site Plan - 04404.dwg

EXHIBIT C
Amended Zoning Ordinance

APPROVING AMENDMENTS TO ORDINANCE 2023-038 FOR THE GOLDIN PROPERTY LOCATED AT THE NORTHEAST CORNER OF PEACE ROAD AND E. GURLER ROAD TO ACCOMMODATE A DATA CENTER (KARIS ACQUISITIONS, LLC).

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, 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 130 acres of property that is legally described in the attached and incorporated Exhibit A (the “Property”); and

WHEREAS, Karis Acquisitions, LLC (the “Applicant”) is the contingent-contract purchaser of the Property; and

WHEREAS, on September 11, 2023, the City’s corporate authorities duly adopted Ordinance 2023-038 (the “2023 Ordinance”), which rezoned the Property to permit manufacturing, packaging, distribution and warehouse uses, adopted Planned Development Standards, and approved a Concept Plan; and

WHEREAS, pursuant to 65 ILCS 5/11-15.1-1, *et seq.*, the City, the Owner, and the Applicant negotiated a First Amendment to the Annexation and Development Agreement (the “Amended Agreement”) to permit the development of a data center on the Property consistent with the Amended Agreement, this Ordinance, the Amended Planned Development Standards attached and incorporated as Exhibit B (the “Amended Planned Development Standards”), and the Data Center Concept Plan dated July 12, 2024 attached and incorporated as Exhibit C (the “Data Center Concept Plan”); and

WHEREAS, pursuant to the Amended Agreement, Applicant petitioned the City to amend the 2023 Ordinance by: (1) adding “Data Center” as a permitted use for the Property; (2) increasing the maximum square building footage from 1,645,000 sq. ft. to 2,000,000 sq. ft.; and (3) adopting the Data Center Concept Plan (collectively, the “Amendments”); and

WHEREAS, on July 15, 2024, pursuant to due notice, the City’s Planning and Zoning Commission (the “PZC”) held a public hearing on the Amendments, made findings of fact, and recommended approving the Amendments; and

WHEREAS, the City’s corporate authorities adopt and incorporate the PZC’s findings of fact and recommendation by reference; and

WHEREAS, on July 22, 2024, pursuant to due notice, the City’s corporate authorities held a public hearing on the Amended Agreement; and

WHEREAS, on July 22, 2024, the City’s corporate authorities adopted an ordinance approving the Amended Agreement prior to their consideration of this Ordinance; and

WHEREAS, the City’s corporate authorities find that approving the Amendments 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 adopt and approve the Amendments as follows:

A. Section 2 of the 2023 Ordinance is amended to state in its entirety as follows (amendments shown in track changes):

Subject to the provisions of the Amended Agreement and contingent upon the Applicant's compliance with the Amended 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-I" Planned Development – Industrial District; (C) the Amended Planned Development Standards attached and incorporated as Exhibit B (the "Amended Planned Development Standards"); (D) data center, manufacturing, packaging, distribution, and warehouse uses as permitted land uses for the zoning of the Property as well as other uses permitted in the "PD-I" zoning district; (E) the ~~Concept Plan prepared by RWG Engineering, LLC dated 7-14-23~~ Data Center Concept Plan prepared by Jacob & Hefner Associates dated 7-12-24 attached and incorporated as Exhibit C (the "Data Center Concept Plan"); (F) a maximum building square footage of ~~1,645,000~~ 2,000,000 square feet; (G) 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; (H) the adoption of all other standards and regulations per the PD-I and HI zoning districts; ~~and (I) the requirement of the approval of a Preliminary and Final Development Plan by the PZC and City Council pursuant to the UDO's procedures. Except as may otherwise be provided by the Amended Agreement and this Ordinance, any use or development of the Property shall conform to the "HI" Heavy Industrial District standards and the UDO's requirements.~~

B. The Planned Development Standards attached and incorporated as Exhibit B to the 2023 Ordinance are amended and replaced in their entirety by the Amended Planned Development Standards attached and incorporated as Exhibit B to this Ordinance.

C. The Concept Plan attached and incorporated as Exhibit C to the 2023 Ordinance is amended and replaced in its entirety by the Data Center Concept Plan attached and incorporated as Exhibit C to this Ordinance.

SECTION 3: Except as may otherwise be provided by this Ordinance and the Amended Agreement, the provisions of the 2023 Ordinance shall remain in full force and effect. To the extent that there is any conflict between this Ordinance and the 2023 Ordinance, this Ordinance shall govern and control.

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 22nd day of July 2024 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, Powell, Verbic, Walker, Barnes. Nay: None. Second Reading waived by an 8-0 roll call vote. Aye: Zasada, Larson, Smith, Perkins, Powell, 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:

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
(AMENDED PLANNED DEVELOPMENT STANDARDS)**

Permitted Uses:

Data Center, Manufacturing, Packaging, Distribution, Warehouse, and accessory uses not exceeding 2,000,000 square feet.

Bulk Regulations/Landscaping/Parking/Open Space:

Setbacks, building lines, site coverage, building dimension limitations, height restrictions, parking, landscaping and other similar restrictions and regulations shall meet those standards as set forth in the "HI" and "PD-I" District of the UDO, except as listed below.

Minimum 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 E. Gurler Road.

Preliminary and Final Development Plan Review

A Preliminary Development Plan shall be submitted and reviewed by the City's Planning & Zoning Commission and City Council pursuant to the procedures in the Unified Development Ordinance, except as may be allowed to permit phased development.

A Final Development Plan shall be submitted and reviewed by the City Council pursuant to the procedures in the Unified Development Ordinance, except as may be allowed to permit phased development.

EXHIBIT C
(Data Center Concept Plan)



2024007603

TASHA SIMS

RECORDER - DEKALB COUNTY, IL

RECORDED: 10/17/2024 01:55 PM

REC FEE: 75.00

PAGES: 25

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

POOR ORIGINAL OR CONTAINS COLORED INK
RECORDER NOT RESPONSIBLE
FOR REPRODUCTION

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 2024-034

AMENDING ORDINANCE 2023-036 THAT AUTHORIZED AN ANNEXATION AND DEVELOPMENT AGREEMENT FOR THE GOLDIN PROPERTY LOCATED AT THE NORTHEAST CORNER OF GURLER ROAD AND PEACE ROAD, DEKALB, ILLINOIS, TO ACCOMMODATE A DATA CENTER (KARIS ACQUISITIONS LLC).

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, on the 22nd day of July 2024.

WITNESS my hand and the official seal of said City this 17th day of October 2024.



RUTH A. SCOTT, Executive Assistant