

**AUTHORIZING AN ANNEXATION AND DEVELOPMENT AGREEMENT WITH MOHR ACQUISITIONS LLC FOR THE PROPERTY LOCATED AT THE NORTHEAST CORNER OF PEACE ROAD AND FAIRVIEW DRIVE, DEKALB, ILLINOIS (PROJECT MIDWEST).**

**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**, Mohr Acquisitions, LLC, a Texas limited liability company (the "Applicant") is the contingent-contract purchaser of property that is owned by 3M Company, formerly known as Minnesota Mining & Manufacturing Company, a Delaware company (the "Owner"), and which is legally described in the attached and incorporated Exhibit A (the "Property"); and

**WHEREAS**, the Property is approximately 147.11 acres in size, located in unincorporated DeKalb County, and contiguous to the City's corporate limits; and

**WHEREAS**, the City, the Applicant, and the Owner negotiated an Annexation and Development 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 – Industrial District to permit an approximately 1,350,000 square foot building, with expansion, for use as a logistics, manufacturing, packaging, distribution, and warehouse facility; and

**WHEREAS**, on October 21, 2024, upon due notice as provided by law, the City's Planning and Zoning Commission held a public hearing on the rezoning of the Property, made findings of fact, and recommended approving the rezoning of the Property; and

**WHEREAS**, on October 28, 2024, upon due notice as provided by law, the City's corporate authorities held a public hearing on the Agreement before considering this ordinance; and

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

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

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

**SECTION 2:** The City's corporate authorities, by a vote of two-thirds of those 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 effectuate 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

Ordinance 2024-050

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 28<sup>th</sup> day of October 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:

Part of the Southeast Quarter (SE1/4) of Section Twenty-five (25) and the Northeast Quarter (NE1/4) of Section Thirty-six (36), Township Forty (40) North, Range Four (4) East of the Third (3rd) Principal Meridian, and part of the Southwest Quarter (SW1/4) of Section Thirty (30) and the Northwest Quarter (NW1/4) of Section Thirty-one (31), Township Forty (40) North, Range Five (5) East of the Third (3rd) Principal Meridian, DeKalb County, Illinois, described as follows:

Beginning at a point on the easterly right-of-way line of Webster Road, said point being 33.00 feet east from the northeast corner of said Southeast Quarter (SE1/4) of Section Twenty-five (25) along a projection of the north line of said Southeast Quarter (SE1/4); thence South 0 degrees 16 minutes 58 seconds West, along said easterly right-of-way line, a distance of 945.16 feet; thence North 89 degrees 43 minutes 46 seconds West, a distance of 407.81 feet to the northwest corner of an existing 1.5 acre tract; thence South 0 degrees 16 minutes 17 seconds West, a distance of 196.50 feet to the southwest corner of said 1.5 acre tract; thence South 89 degrees 44 minutes 09 seconds East, a distance of 407.77 feet to said easterly right-of-way line of Webster Road; thence South 0 degrees 16 minutes 22 seconds West, along said easterly right-of-way line, a distance of 1537.31 feet to a point on the southerly right-of-way line of Fairview Drive; thence South 89 degrees 49 minutes 21 seconds West, along said southerly right-of-way, a distance of 2,485.96 feet to a point on the easterly right-of-way line of Peace Road; thence North 0 degrees 16 minutes 42 seconds East, along said easterly right-of-way line of Peace Road, a distance of 2,696.50 feet to a point on the north line of said Southeast Quarter (SE1/4) of Section Twenty-five (25); thence South 89 degrees 46 minutes 21 seconds East, along said north line, a distance of 2,485.82 feet to the Point of Beginning, containing 151.538 acres, more or less.

**EXHIBIT B**  
**(Annexation Agreement – Project Midwest)**

**EXHIBIT B**  
**ANNEXATION AND DEVELOPMENT AGREEMENT**  
(Project Midwest)

This Annexation and Development Agreement (the “Agreement”) is made and entered on October 28, 2024 (the “Effective Date”), by and between the City of DeKalb, an Illinois municipal corporation (the “City”), Mohr Acquisitions, LLC, a Texas limited liability company (the “Applicant”), and 3M Company, formerly known as Minnesota Mining & Manufacturing Company, a Delaware company (the “Owner”).

**RECITALS:**

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

**WHEREAS**, the Property consists of approximately 147.11 acres in size and is generally located north of Fairview Drive, east of Peace Road, and west of Webster Road; and

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

**WHEREAS**, Applicant is the contingent-contract purchaser of the Property; and

**WHEREAS**, Applicant intends to develop the Property as an industrial planned development with an approximately 1,300,000 square foot building for use as a logistics, distribution, and warehouse facility pursuant to the concept plan dated September 13, 2024 attached and incorporated as Exhibit B (the “Concept Plan”); and

**WHEREAS**, pursuant to 65 ILCS 5/7-1-8, Applicant 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**, Applicant 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 21, 2024, upon due notice as provided by law, the PZC held a public hearing on the Petition and the Zoning Application, made findings of fact, and recommended approving 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 28, 2024, upon due notice as provided by law, the City's corporate authorities held a public hearing on this proposed Agreement; and

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

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

**NOW, THEREFORE**, in consideration of the promises, undertakings, and covenants in this Agreement, and for other good and valuable consideration, the Parties 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 Applicant 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 28, 2024, the City's corporate authorities shall adopt an ordinance annexing all of the Property, and all unincorporated highways contiguous to the Property, into the City's corporate limits in the same or substantially similar form as the attached and incorporated Exhibit C (the "Annexation Ordinance"). The City shall, as soon as reasonably practicable following the approval of the Annexation Ordinance, record copies of the Annexation Ordinance and Plat of Annexation with the DeKalb County Clerk.

2.2 The Property's owner shall not seek to disconnect any part of the Property from the City during the term of this Agreement.

### **3.0 Zoning:**

3.1 Immediately following the adoption of the Annexation Ordinance, the City's corporate authorities shall adopt a zoning ordinance in the same or substantially similar form as the attached and incorporated Exhibit D (the "Zoning Ordinance") that: (1) rezones the Property from the SFR1 Single-Family Residential District to the "PD-I" Planned Development – Industrial District; (2) permits logistics, manufacturing, packaging, distribution, and warehouse uses as permitted land uses for the zoning of the Property, as well as all other uses permitted in the "PD-I" zoning district; (3) approves the Concept Plan; (4) provides for a maximum building square footage of 1,350,000 square feet with an option for a building addition of no more than 228,480 square feet; provided, however, that the option for a building addition of no more than 228,480 square feet shall be subject to approval by City Staff for compliance with the City's Municipal Code and evaluation of traffic and stormwater impacts; (5) establishes the following setbacks: (a) parking – 100 feet from Peace Road and 50 feet from Fairview Drive; (b) building – 175

feet from Peace Road and 150 feet from Fairview Drive; (6) provides for the adoption of all other standards and regulations per the PD-I and HI zoning districts; and (7) requires the submission and approval of a Preliminary and Final Development Plan with engineering, landscaping, building elevation and lighting plans by the PZC and City Council pursuant to the UDO's procedures as a necessary precondition to the zoning entitlements provided by this Agreement. Except as may otherwise be provided by this Agreement, any use or development of the Property shall conform to the "HI" Heavy Industrial District standards and the UDO's requirements.

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

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



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

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

**7.0 Building Permits:** Applicant may apply for building permits to begin construction upon the Property or any portion of the Property for the development of the Property (the "Permits"). City shall issue the Permits within 20 business days of the date of receipt of a complete set of building plans, building permit application(s), and payment of all fees and costs for the Permits; provided, however, that the application for the Permits complies with all requirements of the City's Municipal Code and this Agreement. If City requires third-party services to perform its duties relating to the issuance of the Permits, then City shall retain such services from a third-party contractor who is mutually agreed upon by the Parties; provided, however, that Applicant shall pay all fees and costs

for the third-party services, and the City shall not be obligated to issue permits that are subject to the third-party services within the 20 business days.

#### **8.0 Utilities:**

8.1 Sewer. Sewer system utilities are provided by the Kishwaukee Water Reclamation District (the "KWRD"). The Property's owner shall annex the Property into the KWRD prior to the City's issuance of the Permits. City shall mutually cooperate and support the annexation of the Property into the KWRD. The Property's owner shall grant the KWRD easements for purposes of accessing and maintaining said sewer system utilities in the form reasonably required by the KWRD.

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 the Property owner's sole cost and expense. City represents that it has adequate water capacity to serve the Property. The Property's 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 regarding water service to the Property. 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, the Property's owner shall grant the City easements for purposes of maintaining said utilities including, but not limited to, additional perimeter utility easements for future development of said utilities. Said easements shall be in a usual and customary form, subject to the reasonable approval of the City Attorney. Immediately upon approval of the Final Development Plan, City shall execute and approve applications to connect the off-site and water improvements upon the payment of normal tap-on fees pursuant to the City's Municipal Code.

#### **9.0 Roadway and Other Public Improvements:**

9.1 Any on-site roadway or other public improvements, including water lines, mains, gates, valves, hydrants and other appurtenances in the Property, required by Applicant's future development of any portion of the Property (the "Roadway Improvements") shall be constructed by the Property's owner at no cost to the City pursuant to the standards provided by the City's Municipal Code. The City shall have no responsibility for the construction of the Roadway Improvements. Subject to compliance with applicable law, the City shall approve, or support the approval of, all agreements, applications, approvals, and permits for the Roadway Improvements. The completion of the construction of the Roadway Improvements shall be secured by a payment and performance bond to be posted by Owner or its contractor or developer which may be enforced at a location located in either: (1) City of DeKalb, Illinois; or (2) within Illinois at a location within 50 miles from the City of DeKalb, Illinois. The amount of such payment and performance bond shall be one hundred ten percent (110%) of the estimated cost to construct the Roadway Improvements as reasonably determined by the City Engineer. Owner shall be responsible for providing the City with copies of all engineering drawings and plans for the Roadway Improvements prior to the commencement thereof for review and approval by the City which review and approval shall be completed within twenty (20) business days of submission by Owner to City. Upon completion of the Roadway Improvements, the City shall inspect same within twenty (20) business days of receipt of notice from Owner of said completion. The City's corporate authorities shall by Resolution accept the dedication of the Roadway Improvements (together with the necessary easements and right-of-way therefore), if any, from Owner only after: (1) the City Engineer certifies that the Roadway Improvements have been completed in a manner that complies with applicable laws; (2) the City receives an executed bill of sale, quit claim deed, or dedication giving title to the City of all Roadway Improvements; (3) the City

receives accurate as-built drawings identifying the place and location of all Roadway Improvements; (4) the City receives and approves of accurate plats of dedication for the portion of the Property improved with the Roadway Improvements to be dedicated to the City; (5) the City's receipt of a maintenance bond in an amount equal to 100% of the cost of the Roadway Improvements as determined by the City Engineer, which shall be applicable and in force and effect for a one (1) year period following substantial completion of the Roadway Improvements as reasonably determined by the City Engineer; and (6) reasonable documentation establishing that the dedication to be accepted is free and clear of any and all liens and encumbrances including, but not limited to, any mechanics lien. Following the City's acceptance of the Roadway Improvements as evidenced by the dedication thereof, the City shall thereafter be solely responsible for the operation, maintenance, repair, and replacement thereof. Prior to dedication of the Roadway Improvements, the Property's owner shall be responsible to repair or replace any Roadway Improvements damaged by the use of such improvements in conjunction with construction within the Property. Except only for the Roadway Improvements constructed and dedicated as contemplated by this Section, the City shall not require any contribution or dedication for road or highway impacts.

9.2 If Applicant or the Property's owner constructs and installs any roadway or other public improvements, whether on or off-site, and 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 the constructor of the public improvements shall enter into a recapture agreement pursuant to 65 ILCS 5/9-5-1, *et seq.*, which shall provide that the he constructor of the public improvements shall be entitled to reimbursements from the owners, developers, and users of property other than the Property benefited by such

roadway or other public improvements of that portion of the actual costs, together with reasonable interest thereon, to design, construct, and install such additional improvements which the City deems to have been incurred for, and to have inured to, the benefit of the owners, developers or users of currently undeveloped property other than the Property.

**10.0 Miscellaneous:**

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

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

(b) Applicant and Owner may assign this Agreement without the City's approval, but only in connection with the conveyance of all or any part of the Property by Applicant or Owner, and upon said assignment and acceptance by an assignee, the assignor 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 Applicant, Owner, or their respective successors or assigns,

sell a portion of the Property, then, upon the closing of such sale and the transfer of fee title to the relevant portion of the Property, such seller shall be deemed to have assigned to the purchaser any and all rights and obligations it may have under this Agreement, excluding rights of recapture, which affect the portion of the Property sold or conveyed, and thereafter the seller shall have no further obligations under this Agreement as it relates to the portion of the Property so conveyed, but any such seller shall retain any rights and obligations it may have under this Agreement with respect to any part of the Property retained and not conveyed by such seller. If at the time of such sale, seller is maintaining a maintenance bond pursuant to Section 9.1 of this Agreement, the seller shall have the right to require the purchaser to deposit with the City a replacement maintenance bond, whereupon the City shall accept such maintenance bond in substitution of the seller's maintenance bond.

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

10.4 This Agreement may only be amended by City's adoption of an ordinance authorizing the execution of such amendment, after a public hearing pursuant to 65 ILCS 5/11-15.1-1, *et seq.*, and the subsequent execution of such amendment by the Parties. The Parties stipulate that Applicant/Owner does not need to execute an amendment to this

Agreement if Applicant/Owner does not own any part of the Property at the time of any such amendment, and in such event, the amendment shall require the signature of the owner(s) of the portion(s) of the Property which is then burdened by the terms and conditions of this Agreement.

10.5 In the event that any pertinent existing or future regulations, resolutions, or ordinances of the City are inconsistent with or conflict with the terms or provisions of this Agreement, the terms or provisions of this Agreement shall supersede the regulations, resolutions, or ordinances in question to the extent of such inconsistency or conflict.

10.6 (a) Upon a material breach of this Agreement, which material breach remains uncured beyond the notice and cure period described in Section 10.6(b) below, any of the Parties may secure the specific performance of this Agreement or may exercise all 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; 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 by any party is delayed as a result of circumstances that are beyond the reasonable control of said 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, then 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 parties written notice of both its intent to rely upon this provision and the specific reason that permits the party to avail itself of the benefit of this provision.

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

10.8 If any provision, clause, word, or designation of this Agreement is held to be invalid by any court of competent jurisdiction, such provision, clause, word, or designation shall be deemed to be excised from this Agreement, and the invalidity thereof shall not affect any other provision, clause, word, or designation in this Agreement. 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 the approval of the Property's owner.

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

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



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

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

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

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

If to the City:

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:

3M Company  
3M Center, Building 220-9E-01  
St. Paul, MN 55411-1000

with a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to Applicant:

Mohr Acquisitions LLC  
Attn: Gary Horn  
4851 LBJ Freeway, Suite 9000  
Dallas, TX 75244

with a copy to:

Krupp & Krupp, LLP  
Attn: James C. Krupp  
3281 Commerce Drive  
DeKalb, IL 60115  
jamie@krupplawyer.com

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

*[This Space Is Intentionally Omitted.]*

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.



ATTEST:  
By: [Signature]  
Ruth A. Scott

**CITY OF DEKALB**  
By: [Signature]  
Cohen Barnes

Title: Executive Assistant

Its: Mayor

ATTEST:  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

**OWNER**  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

**APPLICANT**  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

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.

ATTEST:

**CITY OF DEKALB**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

**OWNER**

By: Sheila Vey <sup>Sheila Vey</sup>

By: Bryan Dalton <sup>Bryan Dalton</sup>

Title: Real Estate Paralegal

Its: Director - Real Estate

ATTEST:

**APPLICANT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Its: \_\_\_\_\_

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.

ATTEST:

By: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF DEKALB**

By: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Title: \_\_\_\_\_

**OWNER**

By: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

By:  \_\_\_\_\_

Title: GARY HORN  
CHIEF DEV. OFFICER

**APPLICANT**

By:  \_\_\_\_\_

Its: ROBERT A. MOHR  
MANAGER

**EXHIBIT A**  
(to the Annexation Agreement)

**(Legal Description of the Property)**

The Property is legally described as follows:

Part of the Southeast Quarter (SE1/4) of Section Twenty-five (25) and the Northeast Quarter (NE1/4) of Section Thirty-six (36), Township Forty (40) North, Range Four (4) East of the Third (3rd) Principal Meridian, and part of the Southwest Quarter (SW1/4) of Section Thirty (30) and the Northwest Quarter (NW1/4) of Section Thirty-one (31), Township Forty (40) North, Range Five (5) East of the Third (3rd) Principal Meridian, DeKalb County, Illinois, described as follows:

Beginning at a point on the easterly right-of-way line of Webster Road, said point being 33.00 feet east from the northeast corner of said Southeast Quarter (SE1/4) of Section Twenty-five (25) along a projection of the north line of said Southeast Quarter (SE1/4); thence South 0 degrees 16 minutes 58 seconds West, along said easterly right-of-way line, a distance of 945.16 feet; thence North 89 degrees 43 minutes 46 seconds West, a distance of 407.81 feet to the northwest corner of an existing 1.5 acre tract; thence South 0 degrees 16 minutes 17 seconds West, a distance of 196.50 feet to the southwest corner of said 1.5 acre tract; thence South 89 degrees 44 minutes 09 seconds East, a distance of 407.77 feet to said easterly right-of-way line of Webster Road; thence South 0 degrees 16 minutes 22 seconds West, along said easterly right-of-way line, a distance of 1537.31 feet to a point on the southerly right-of-way line of Fairview Drive; thence South 89 degrees 49 minutes 21 seconds West, along said southerly right-of-way, a distance of 2,485.96 feet to a point on the easterly right-of-way line of Peace Road; thence North 0 degrees 16 minutes 42 seconds East, along said easterly right-of-way line of Peace Road, a distance of 2,696.50 feet to a point on the north line of said Southeast Quarter (SE1/4) of Section Twenty-five (25); thence South 89 degrees 46 minutes 21 seconds East, along said north line, a distance of 2,485.82 feet to the Point of Beginning, containing 151.538 acres, more or less.



**EXHIBIT C**

**APPROVAL OF ANNEXATION ORDINANCE**



**APPROVING THE ANNEXATION OF CERTAIN PROPERTY LOCATED AT THE NORTHEAST CORNER OF PEACE ROAD AND FAIRVIEW DRIVE, DEKALB, ILLINOIS, TO THE CITY OF DEKALB (PROJECT MIDWEST – MOHR 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**, Mohr Acquisitions, LLC, a Texas limited liability company (the “Applicant”) is the contingent-contract purchaser of property that is owned by 3M Company, formerly known as Minnesota Mining & Manufacturing Company, a Delaware company (the “Owner”), and which is legally described in the attached and incorporated Exhibit A (the “Property”) and the Plat of Annexation attached and incorporated Exhibit B (the “Plat of Annexation”); and

**WHEREAS**, pursuant to 65 ILCS 5/11-15.1-1, et seq., the City, the Applicant, and the Owner negotiated an Annexation and Development Agreement (the “Agreement”) to: (1) annex the Property into the City’s corporate limits; and (2) rezone the Property to Planned Development – Industrial District to permit an approximately 1,322,800 square foot building for use as a logistics, distribution, and warehouse facility; and

**WHEREAS**, the Property is approximately 147.11 acres in size, located in unincorporated DeKalb County, and contiguous to the City’s corporate limits; and

**WHEREAS**, pursuant to 65 ILCS 5/7-1-8, the Applicant filed with the City a written petition to annex the Property into the City’s corporate limits that was signed under oath by Owner and stated that there were no electors which resided on the Property (the “Petition”); and

**WHEREAS**, the Property is not part of any public library district, and therefore, there is no need to provide written notice of the City’s action to annex the Property to any public library district; and

**WHEREAS**, on October 9, 2024, the City gave due notice in writing of the City’s action to annex the Property to the Board of Trustees of the DeKalb Fire Protection District as further described in the Affidavit of Service of Notice attached and incorporated as Exhibit C (the “Affidavit of Service of Notice”); and

**WHEREAS**, on October 14, 2024, the City gave due notice in writing of the City’s action to annex the Property to the Board of Trustees of DeKalb Township, the DeKalb Township Supervisor, the DeKalb Township Highway Commissioner, the DeKalb Township Clerk, the Board of Trustees of Cortland Township, the Cortland Township Supervisor, the Cortland Township Highway Commissioner, the Cortland Township Clerk, as further described in the Affidavit of Service of Notice; and

**WHEREAS**, on October 21, 2024, upon due notice as provided by law, the City’s Planning and Zoning Commission held a public hearing on the rezoning of the Property, made findings of fact, and recommended approving the rezoning of the Property; and

**WHEREAS**, on October 28, 2024, upon due notice as provided by law, the City’s corporate authorities held a public hearing on the Agreement before considering this ordinance; and

**WHEREAS**, on October 28, 2024, upon due notice as provided by law, the City’s corporate authorities held a public hearing on the Agreement before considering this ordinance; and

**WHEREAS**, on October 28, 2024, the City's corporate authorities adopted an ordinance approving the Agreement before considering this ordinance; and

**WHEREAS**, the City's corporate authorities find that annexing the Property into the City 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 majority vote of those then holding office, grant the Petition, approve the annexation of the Property and all adjacent highways into the City, and approve the Plat of Annexation. The City's corporate authorities further authorize and direct the recordable sized mylar of the Plat of Annexation be executed by the Mayor and attested to by the Executive Assistant.

**SECTION 3:** The City's corporate authorities authorize and direct the City Manager or designee to: (1) file this Ordinance, the Plat of Annexation, and the Affidavit of Service of Notice for recording with the DeKalb County Clerk and Recorder; (2) give notice by certified mail, return receipt requested, to all post office branches serving the Property and all election authorities having jurisdiction over the Property within thirty (30) days of the passage of this Ordinance; and (3) give notice, by certified mail, return receipt requested, 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:** 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 28<sup>th</sup> day of October 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:

Part of the Southeast Quarter (SE1/4) of Section Twenty-five (25) and the Northeast Quarter (NE1/4) of Section Thirty-six (36), Township Forty (40) North, Range Four (4) East of the Third (3rd) Principal Meridian, and part of the Southwest Quarter (SW1/4) of Section Thirty (30) and the Northwest Quarter (NW1/4) of Section Thirty-one (31), Township Forty (40) North, Range Five (5) East of the Third (3rd) Principal Meridian, DeKalb County, Illinois, described as follows:

Beginning at a point on the easterly right-of-way line of Webster Road, said point being 33.00 feet east from the northeast corner of said Southeast Quarter (SE1/4) of Section Twenty-five (25) along a projection of the north line of said Southeast Quarter (SE1/4); thence South 0 degrees 16 minutes 58 seconds West, along said easterly right-of-way line, a distance of 945.16 feet; thence North 89 degrees 43 minutes 46 seconds West, a distance of 407.81 feet to the northwest corner of an existing 1.5 acre tract; thence South 0 degrees 16 minutes 17 seconds West, a distance of 196.50 feet to the southwest corner of said 1.5 acre tract; thence South 89 degrees 44 minutes 09 seconds East, a distance of 407.77 feet to said easterly right-of-way line of Webster Road; thence South 0 degrees 16 minutes 22 seconds West, along said easterly right-of-way line, a distance of 1537.31 feet to a point on the southerly right-of-way line of Fairview Drive; thence South 89 degrees 49 minutes 21 seconds West, along said southerly right-of-way, a distance of 2,485.96 feet to a point on the easterly right-of-way line of Peace Road; thence North 0 degrees 16 minutes 42 seconds East, along said easterly right-of-way line of Peace Road, a distance of 2,696.50 feet to a point on the north line of said Southeast Quarter (SE1/4) of Section Twenty-five (25); thence South 89 degrees 46 minutes 21 seconds East, along said north line, a distance of 2,485.82 feet to the Point of Beginning, containing 151.538 acres, more or less.

Ordinance 2024-051

**EXHIBIT B**  
**(Plat of Annexation – Project Midwest)**



Ordinance 2024-051

**EXHIBIT C**  
**(Affidavit of Notice of Service – Project Midwest)**

## **EXHIBIT C**

### **AFFIDAVIT OF SERVICE OF NOTICE OF INTENT TO ANNEX TO THE CITY OF DEKALB**

I, Dan Olson, attest that, as Planning Director of the City of DeKalb, I caused the attached notices of annexation to be served on 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; the Board of Trustees of Cortland Township, the Supervisor of Cortland Township, the Highway Commissioner of Cortland Township, and the Clerk of Cortland Township; by mailing true and correct copies of the notice, by certified mail, to those individuals at the addresses set forth below their names on the 9<sup>th</sup> day of October, 2024, at 3:00 p.m. for the DeKalb Fire Protection District and on the 14<sup>th</sup> day of October, 2024, at 3:00 p.m. for DeKalb Township and Cortland Township by depositing the copies in the United States Mail at 164 E. Lincoln Highway, DeKalb, Illinois, certified, postage prepaid.

I, Dan Olson, further attest that, as Planning Director of the City of DeKalb, I caused this Affidavit of Service of Notice of Intent to Annex to the City of DeKalb to be filed and recorded with the Recorder of Deeds of DeKalb County, Illinois.

### **CERTIFICATION**

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.

  
\_\_\_\_\_  
Dan Olson, Planning Director, City of DeKalb

**EXHIBIT D**  
**ZONING ORDINANCE**



**APPROVING THE ZONING PETITION OF MOHR ACQUISITIONS LLC TO REZONE CERTAIN PROPERTY LOCATED AT THE NORTHEAST CORNER OF PEACE ROAD AND FAIRVIEW DRIVE, DEKALB, ILLINOIS TO THE "PD-I" PLANNED DEVELOPMENT INDUSTRIAL DISTRICT AND APPROVING A CONCEPT PLAN FOR THE DEVELOPMENT OF AN APPROXIMATELY 1,322,800 SQUARE FOOT BUILDING TO ACCOMMODATE LOGISTICS, MANUFACTURING, PACKAGING, DISTRIBUTION AND WAREHOUSE USES (PROJECT MIDWEST).**

**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**, Mohr Acquisitions, LLC, a Texas limited liability company (the "Applicant") is the contingent-contract purchaser of property that is owned by 3M Company, formerly known as Minnesota Mining & Manufacturing Company, a Delaware company (the "Owner"), and which 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, the Applicant, and the Owner negotiated an Annexation and Development Agreement (the "Agreement") to: (1) annex the Property into the City's corporate limits; and (2) rezone the Property to Planned Development – Industrial District to permit an approximately 1,350,000 square foot building for use as a logistics, distribution, and warehouse facility; and

**WHEREAS**, pursuant to the Agreement, the Applicant petitioned the City to annex the Property, and upon annexation of the Property into the City's corporate limits, to: (1) rezone the Property from the SFR1 Single-Family Residential District to the "PD-I" Planned Development – Industrial District; (2) permit logistics, manufacturing, packaging, distribution, and warehouse uses as permitted land uses for the zoning of the Property, as well as all other uses permitted in the "PD-I" zoning district; (3) approve the Concept Plan prepared by Willett Hofmann & Associates dated 9-13-24 that is attached and incorporated as Exhibit B (the "Concept Plan"); (4) allow a maximum building square footage of 1,350,000 square feet with an option for a building addition of no more than 228,480 square feet; provided, however, that the option for a building addition of no more than 228,480 square feet shall be subject to approval by City Staff for compliance with the City's Municipal Code and evaluation of traffic and stormwater impacts; (5) establish the following setbacks: (a) parking – 100 feet from Peace Road and 50 feet from Fairview Drive; (b) building – 175 feet from Peace Road and 150 feet from Fairview Drive; (6) adopt all other standards and regulations per the PD-I and HI zoning districts, except as may be expressly provided otherwise by the Agreement and this ordinance; (7) require the submission and approval of a Preliminary and Final Development Plan with engineering, landscaping, building elevation and lighting plans by the PZC and City Council pursuant to the procedures of the City's Unified Development Ordinance ("UDO") as a necessary precondition to the zoning entitlements provided by this Agreement; and (8) provide that any use or development of the Property shall conform to the "HI" Heavy Industrial District standards and the UDO's requirements, except as may otherwise be provided by the Agreement and this Ordinance (collectively, the "Zoning Petition"); and

**WHEREAS**, on October 21, 2024, upon due notice as provided by law, the City's Planning and Zoning Commission (the "PZC") held a public hearing on the Zoning Petition, made findings of fact, and recommended the approval of the Zoning Petition; and

**WHEREAS**, on October 28, 2024, upon due notice as provided by law, the City's corporate authorities held a public hearing on the Agreement; and

**WHEREAS**, on October 28, 2024, the City's corporate authorities adopted ordinances approving the Agreement and the Property's annexation before considering 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 by reference into this recital; 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 Industrial uses. Industrial development including similar uses exist to the west across Peace Road in the Park 88 Development, as well as along the Peace Road corridor, south of I-88. An approximately 775,000 sq. ft. warehouse and distribution facility (Kraft Heinz) is under construction near the intersection of Peace Road and Gurler Road. Additional warehouse and distributions facilities in that area include an approximately 700,000 sq. ft. distribution center (Amazon) and the 1.6 million sq. ft. Ferrara distribution facility. Additional acreage for future manufacturing, distribution, office/research, and technology uses are available in the area. The rezoning of the Property to the "PD-I" Planned Development – Industrial 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 UDO's intent and purpose.**

The rezoning of the Property to "PD-I" provides the opportunity to more directly shape the development, use, and appearance of the Property in accordance with the City's Comprehensive Plan. The Planned Development allows the developer and the City the flexibility to agree to a development plan and standards. The proposed rezoning request and development are in compliance with the UDO. 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 or land uses as it entitles the Property to a use that is complementary with the surrounding area. Large distribution and warehouses facilities lie to the west of the Property across Peace Road and to the south of I-88. The proposed rezoning and the Concept Plan will allow the development of a project that will strengthen the community's economic, employment, and tax base.

- 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-I", Planned Development Industrial District. Rezoning the Property to "PD-I" will allow for a well-designed project, as well as the flexibility to develop the Property in a manner that will complement the surrounding area. Additional acreage for future manufacturing, distribution, office/research, and technology uses are available in the area.

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

Adequate public services will be provided to the Property. Detention areas are proposed on the west and southeast portions of the Property. Sanitary sewer extends along the north side of Fairview Dr. to Webster Road. A water main exists on the far southwest portion of the Property and runs along Peace Rd. Adequate vehicle and truck parking will be provided onsite, and the adjacent roadways will be improved to accommodate the anticipated traffic impacts. A traffic study will be required to be submitted in conjunction with the Preliminary/Final Development Plan.

**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:** Subject to the provisions of the Agreement and contingent upon the Applicant'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-I" Planned Development – Industrial District; (C) the Planned Development Standards attached and incorporated as Exhibit C (the "Development Standards"); (D) logistics, manufacturing, packaging, distribution, and warehouse uses as permitted land uses for the zoning of the Property, as well as all other uses permitted in the "PD-I" zoning district; (E) the Concept Plan; (F) a maximum building square footage of 1,350,000 square feet with an option for a building addition of no more than 228,480 square feet; provided, however, that the option for a building addition of no more than 228,480 square feet shall be subject to approval by City Staff for compliance with the City's Municipal Code and evaluation of traffic and stormwater impacts; (G) the following setbacks: (i) parking – 100 feet from Peace Road and 50 feet from Fairview Drive; (ii) building – 175 feet from Peace Road and 150 feet from Fairview Drive; (H) the adoption of all other UDO standards and regulations for the PD-I and HI zoning districts, except as may be expressly provided otherwise by the Agreement and this ordinance; and (I) the approval of a Preliminary and Final Development Plan with engineering, landscaping, building elevation and lighting plans by the PZC and City Council pursuant to the UDO's procedures as a necessary precondition to the zoning entitlements provided by this Agreement. Except as may otherwise be provided by the Agreement and this Ordinance, any use or development of the Property shall conform to the UDO's "HI" Heavy Industrial District standards and requirements.

**SECTION 3:** The City's corporate authorities authorize and direct the City Manager or designee to amend the City's "Official Zoning Map" to depict the Property as located within the "PD-I" Planned Development – Industrial 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:** 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 28<sup>th</sup> day of October 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:

Part of the Southeast Quarter (SE1/4) of Section Twenty-five (25) and the Northeast Quarter (NE1/4) of Section Thirty-six (36), Township Forty (40) North, Range Four (4) East of the Third (3rd) Principal Meridian, and part of the Southwest Quarter (SW1/4) of Section Thirty (30) and the Northwest Quarter (NW1/4) of Section Thirty-one (31), Township Forty (40) North, Range Five (5) East of the Third (3rd) Principal Meridian, DeKalb County, Illinois, described as follows:

Beginning at a point on the easterly right-of-way line of Webster Road, said point being 33.00 feet east from the northeast corner of said Southeast Quarter (SE1/4) of Section Twenty-five (25) along a projection of the north line of said Southeast Quarter (SE1/4); thence South 0 degrees 16 minutes 58 seconds West, along said easterly right-of-way line, a distance of 945.16 feet; thence North 89 degrees 43 minutes 46 seconds West, a distance of 407.81 feet to the northwest corner of an existing 1.5 acre tract; thence South 0 degrees 16 minutes 17 seconds West, a distance of 196.50 feet to the southwest corner of said 1.5 acre tract; thence South 89 degrees 44 minutes 09 seconds East, a distance of 407.77 feet to said easterly right-of-way line of Webster Road; thence South 0 degrees 16 minutes 22 seconds West, along said easterly right-of-way line, a distance of 1537.31 feet to a point on the southerly right-of-way line of Fairview Drive; thence South 89 degrees 49 minutes 21 seconds West, along said southerly right-of-way, a distance of 2,485.96 feet to a point on the easterly right-of-way line of Peace Road; thence North 0 degrees 16 minutes 42 seconds East, along said easterly right-of-way line of Peace Road, a distance of 2,696.50 feet to a point on the north line of said Southeast Quarter (SE1/4) of Section Twenty-five (25); thence South 89 degrees 46 minutes 21 seconds East, along said north line, a distance of 2,485.82 feet to the Point of Beginning, containing 151.538 acres, more or less.

**EXHIBIT B**  
**(Concept Plan – Project Midwest)**

[illegible]

**EXHIBIT C**  
**(PLANNED DEVELOPMENT STANDARDS – Project Midwest)**

Permitted Uses:

Logistics, Manufacturing, Packaging, Distribution, Warehouse, and accessory uses in a building not exceeding 1,350,000 square feet. A building addition of no more than 228,480 sq. ft. shall be allowed with City staff approval taking into account traffic and stormwater impacts.

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 50 feet from Fairview Dr.; (b) building – 175 feet from Peace Road and 150 feet from Fairview Dr.

An eight (8) foot high black vinyl fence is permitted around the perimeter of the Property.

Preliminary and Final Development Plan Review:

A Preliminary and Final Development Plan shall be submitted and reviewed by the City's Planning and Zoning Commission and City Council pursuant to the UDO's procedures. The Preliminary and Final Development Plan should include engineering plans, landscaping plans, building elevations, a lighting plan, and a traffic study per the requirements of the City Engineer to determine the appropriate roadway improvements.



2024009073

**TASHA SIMS**

**RECORDER - DEKALB COUNTY, IL**

**RECORDED: 12/9/2024 08:47 AM**

**REC FEE: 55.00**

**PAGES: 40**

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 2024-050**

**AUTHORIZING AN ANNEXATION AND DEVELOPMENT AGREEMENT  
WITH MOHR ACQUISITIONS LLC FOR PROPERTY LOCATED AT THE  
NORTHEAST CORNER OF PEACE ROAD AND FAIRVIEW DRIVE  
(PROJECT MIDWEST).**

**PASSED BY THE CITY COUNCIL** of the City of DeKalb, Illinois, on the 28<sup>th</sup> day of October 2024.

**WITNESS** my hand and the official seal of said City this 6<sup>th</sup> day of December 2024.

**RUTH A. SCOTT**, Executive Assistant/Recording Secretary



Prepared by: *Return to:*

City of DeKalb  
164 E. Lincoln Highway  
DeKalb, Illinois 60115