ORDINANCE 2014-031  Passed: September 8, 2014

REZONING CERTAIN PROPERTY TO PD-R
PLANNED UNIT DEVELOPMENT ZONING
designation and AUTHORIZING
EXECUTION OF A PLANNED DEVELOPMENT
AGREEMENT FOR UNIVERSITY PLAZA.

WHEREAS, the City of DeKalb, DeKalb County, Illinois is a home rule community with those
powers granted under the provisions of the Illinois Constitution and the Illinois Municipal Code,
65 ILCS 5/1-1-1, et. seq.; and,

WHEREAS, the City has received and processed a petition proposing to rezone the property
located at 900 Crane Drive, commonly referred to as University Plaza ("the Property"), and has
carefully considered such rezoning petition; and,

WHEREAS, the City has completed all conditions precedent to the rezoning of the Property,
including the conduct of a public hearing, and has received a favorable, conditional
recommendation from the Planning and Zoning Commission of the City of DeKalb; and,

WHEREAS, the City Council has carefully considered the significant public safety and public
service demands generated by a development of the density and intensity contemplated by the
Property, and have determined that the Property presents unique threats to public health, safety,
welfare and morals. The City Council has further directed that a Planned Development
Agreement be negotiated and prepared to address each of the unique public safety issues that the
Property presents. The City Council expressly adopts the record before the Planning and Zoning
Commission and their Findings of Fact, including the presentations from the Chief of Police, Fire
Chief, Public Works Director, Principal Planner and City Attorney, regarding the necessity of the
provisions in the Planned Development Agreement, and expressly finds that each of the
conditions included therein are drafted to specifically and narrowly address the concerns arising
out of the redevelopment of the Property. But for the approval of the Planned Development
Agreement, the concerns generated by the redevelopment of the Property would create threats to
public health, safety, welfare and morals that would preclude the approval of rezoning of the
Property. Thus, the City Council finds that the Planned Development Agreement and its
provisions are essential to and an integral part of the rezoning of the Property.

WHEREAS, the City Council finds the rezoning of the Property along with the simultaneous
approval of the Planned Development Agreement promotes the public health, safety, welfare and
morals; and,
RECEIVED AND FILED BY THE CITY COUNCIL on August 25, 2014. PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a regular meeting thereof held on the 8th day of September 2014 and approved by me as Mayor on the same day. Passed 6-2 via Roll Call Vote. Aye: Jacobson, Finucane, Lash, Snow, Naylor, Rey. Nay: Baker, O’Leary.

ATTEST:

ELIZABETH E. PEERBOOM, City Clerk

JOHN A. REY, Mayor
Prepared By and Return To
City of DeKalb
ATTN: City Attorney
200 S. Fourth Street
DeKalb, IL 60115

UNIVERSITY PLAZA
900 S. CRANE DRIVE
PLANNED DEVELOPMENT AGREEMENT
CITY OF DEKALB
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This Planned Development Agreement (the "Agreement") is made and entered the__
day of ______________________, 2014 by and among the City of DeKalb, an Illinois
municipal corporation located in DeKalb County, Illinois, (the "City"), and University Plaza
Apartments, LLC, an Alabama Limited Liability Company (the "Owner"). The City and the
Owner are collectively referred to as “Parties” and individually referred to as a “Party.”

RECITALS

A. The Owner is the owner of record of approximately 11.148 contiguous acres of
real property situated at the southeast intersection of Annie Glidden Road and Crane Road in the
City of DeKalb, DeKalb County, Illinois, which property is legally described on Exhibit A
attached hereto and incorporated herein by reference as the “Property”.

B. The Property has previously been improved with an asphalt parking lot and a
structure consisting of a two-story common central building connected to two multi-story towers.
The towers have been historically utilized as a privately operated ‘dormitory’ type residential
structure, registered with the City of DeKalb as a Rooming House, wherein individually leased
residential units were provided with sleeping and living quarters, but without individual
bathroom or kitchen facilities. The Owner seeks to redevelop the Property from a dormitory type
residential structure into a more traditional apartment type structure, albeit restricted for use as
student housing as defined herein, with a number of amenities as described below. The Property
is proposed to be developed in accordance with the plans attached hereto as Group Exhibit B
(“the Plans”), except as such plans are required to be modified under the terms of this
Agreement.

C. The Parties acknowledge that the housing density contemplated by the Property
greatly exceeds any available zoning classification from the City of DeKalb, and that thus the
only way of accommodating the proposed development would be to utilize Planned Development-Residential ("PD-R") zoning. The Parties further acknowledge that use of PD-R zoning requires a development agreement to provide definition of the terms and requirements of the zoning district, and that this Agreement has been entered into to provide such definition.

D. The City and the Owner thus have negotiated and have voluntarily entered into this Agreement for purposes of enabling the redevelopment of the Property consistent with the Plans and this Agreement.

E. The City acknowledges that the Owner's proposed use of the Property as set forth in this Agreement, will be compatible with and will further the planning objectives of the City and that the redevelopment of the Property to the City will be of benefit to the City, will permit orderly growth, planning and development of the City, will increase the tax base of the City, and will promote and enhance the general welfare of the City and its residents. The Owner acknowledges that the City is not required to rezone the Property as PD-R, and that the City's agreement to rezone the Property in accordance with the provisions of this Agreement, to provide access to public utility services and other City services, and to otherwise perform the City's obligations under this Agreement constitutes valuable, bargained-for consideration that benefits the Owner and the Property.

F. The City acknowledges and the Owner agrees that the PD-R, as provided under the City of DeKalb Unified Development Ordinance (the "UDO") will be the most appropriate zoning classifications for the development of the Property.

G. Pursuant to notice, as required by statute and ordinance, public hearings were held by the City's Plan Commission on the requested zoning of the Property, and the findings of fact and recommendations made by said body relative to such requests have been forwarded to the Corporate Authorities.

H. All other and further notices, publications, procedures, public hearings and other matters attendant to the consideration and approval of this Agreement and the rezoning of the Property have been given, made, held and performed by the City as required by the Illinois Municipal Code, and all other applicable statutes, and all applicable ordinances, regulations and procedures of the City.

I. The Corporate Authorities have duly considered all necessary matters to enter into this Agreement, have considered the recommendations of the City's Plan Commission in connection with the proposed zoning of the Property and have further duly considered the terms and provisions of this Agreement and have authorized the Mayor to execute, and the City Clerk to attest, this Agreement on behalf of the City.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements herein made, the Parties hereby agree as follows:
ARTICLE I: INCORPORATION OF RECITALS

The Parties acknowledge that the statements and representations contained in Paragraphs A through I, both inclusive of the foregoing recitals are true and accurate and incorporate such recitals into this Agreement as if fully set forth in this Article I.

ARTICLE II: ZONING OF THE PROPERTY

A. Unit Restrictions:

The allocation or ratio of different types of dwelling units (e.g. one bedroom, two bedroom, etc.) permitted for the property under the PD-R zoning described above shall be as approved in this Agreement, subject to any changes allowed by the City, with approval of such changes being in the sole discretion of the City. Review and approval/denial of any such changes proposed by the Owners shall be treated as a major amendment to the proposed development, and shall follow the provisions of the UDO with a staff review and recommendation, Plan Commission review and recommendation, and City Council review and approval/denial.

B. Permitted Uses:

The uses permitted shall be as follows:

1) Residential apartments with full kitchen and bathrooms, with a total of: a) 322 units; b) 477 bedrooms; and, c) 496 total beds and maximum residential occupancy, consisting of four units with three bedrooms, one hundred and forty-seven units with two bedrooms, and one hundred and seventy-one units with one bedroom, in accordance with the unit counts contemplated by the Plans. These unit counts shall not be altered without the express approval of the City Council. The Owner shall be entitled to construct up to 322 units on the Property which comprises 11.1 acres, generating a gross and net density of 29.1 dwelling units/acre. Each bedroom of each unit shall be restricted to one person occupancy per bedroom (with the exception of the ten units within the central building which are identified in the Plans as double-occupancy units with two persons allowed per bedroom). This density shall operate as a limitation on the density of all residential use of the Property, in the aggregate.

2) Continuation in existence of the existing recreational and workout facilities on the Property consisting of group meeting areas, swimming pool, fitness room and similar uses, when maintained for the use of residents and their guests only (and not for use by non-residents).

3) Operation of a full-service restaurant/cafeteria for residents and/or non-residents, provided that the service of alcoholic beverages or the application for or receipt of a liquor license shall be prohibited.

4) Continuation in operation of the on-site maintenance functions required for operation of the Allowed Uses.

C. Prohibited Uses:

None of the following uses shall be allowed in or on the Property:
1) Any use which is not expressly authorized as a Permitted or Special Use.
2) Any home occupation or other form of commercial enterprise (other than a Permitted Use as described above).
3) Any residential use other than standalone residential apartments as contemplated above (and more specifically, any use which would constitute a "rooming house" or dormitory under applicable City Ordinances, or which contemplates the use of shared bathroom or kitchen facilities, shall be prohibited).
4) Community residences.
5) Group homes.
6) Parking lots, as a principal use (and more specifically, any lease, rental or otherwise offering use of on-site parking by any party other than a resident or employee of the Property).
7) Outdoor storage of any form not expressly authorized herein.
8) Sales or construction trailers, intermodal shipping containers, van trailers or similar items used for storage or office purposes, temporary structures or similar appurtenances used for office, work or storage purposes. Any such item shall be deemed to be used for office, work or storage purposes if it remains on the Property in one exterior location for more than twenty-four (24) hours at any given time. Notwithstanding the foregoing, this Section shall not apply during any time when there is a building or demolition permit outstanding.

D. Special Uses:
The following shall constitute special uses, and shall require approval as a special use pursuant to the applicable provisions of the UDO.

1) Any new antenna, cellular antenna, communications equipment or other roof or building mounted structures not existing on the structures on the Property as of the date of this Agreement (with any such proposed new installation requiring architectural screening in a format, design and material acceptable to the City Manager (or designee) in order to be eligible for application for a Special Use).

2) Any expansion, revision, alteration, or replacement of equipment relative to any antenna, cellular antenna, communications equipment or other roof or building mounted structures which are existing on the structures on the Property as of the date of this Agreement (with any such proposed installation, revision, alteration or replacement requiring architectural screening of the revised or replacement equipment and all support equipment related thereto in a format, design and material acceptable to the City Manager (or designee) in order to be eligible for application for a Special Use).

3) The maintenance (other than equipment replacement/revision/alteration as contemplated above) and continued existence of all existing antennas, communications equipment and other roof/building mounted structure existing as of the date of this Agreement are hereby approved (subject to the limitations of the preceding two sections).
E. Parking Provisions:

1) The existing parking lot shall be modified to provide parking and landscaping strips in accordance with the so-called “Option 3” described on page C106B and page L102 of the Plans. The Owner shall provide a written report from its civil engineer identifying any areas of the parking lot asphalt which have failed, and all such areas shall be repaved (including, at minimum, the areas identified in the Plans as being resurfaced in the vicinity of the main entrance and primary handicapped parking area). Further, all parking and drive areas on the Property shall be sealcoated and restriped within twelve months of the date of approval of this Agreement. It is acknowledged that the approved plan deviates from the requirements of the UDO customarily applicable to landscape strips.

2) The Owner shall 'land bank' or reserve the areas contemplated on the so-called “Option 1 future” described on page C104 of the Plans (“Future Parking Area”), and shall construct the Future Parking Area within six months of the date on which the City of DeKalb delivers to Owner a notice to construct such areas. The Owner shall not permit or construct any impediment which impairs its ability to construct the Future Parking Areas and, at the time of construction of such areas, shall incur all costs and take all steps required for the lawful construction of the Future Parking Areas (including compliance with applicable stormwater regulations and the provision of required parking lot lighting and landscaping for the Future Parking Area).

3) The Owner shall, in the first week of April and October of each year, provide to the City a series of daily photographs of the main parking areas of the Property in the format contemplated in Appendix C of the Plans, to document the extent to which the parking areas are utilized. Such photographs shall be taken at 7:00 am each day, and shall be accompanied by a disclosure of the total number of units rented, total number of occupants, and total number of parking permits issued. Further, the City may conduct parking reviews or parking counts of the Property at any time, at its discretion. At such time as the parking counts reveal that eighty percent (80%) or more of the existing parking areas are being utilized, the City shall issue its notice to the Owner to construct the Future Parking Area. In the event that the City has not provided a notice to construct the Future Parking Area after the fortieth (40th) anniversary of the execution of this Agreement, this obligation shall terminate. The construction of the future parking area shall require compliance with the applicable provisions of this Agreement and the UDO (e.g. lighting, stormwater, etc.) at the time of development.

4) The Owner shall not increase the cost of parking permits to residents above the published parking rates for non-reserved annual 'yellow' parking passes issued by Northern Illinois University (or such other standard as the Parties shall mutually agree upon). The Owner shall not limit the number of parking permits available per unit, and shall not engage in any conduct to discourage or limit the ability of residents to park on the Property, or to force or encourage residents or guests of residents to utilize on-street parking. The Owner acknowledges that, based upon the density of the residential development contemplated by the PD-R zoning, it is obligated to provide adequate on-site parking for all parking needs generated by the parking, including the obligation to construct the Future Parking Area.
5) The Owner shall be responsible for providing private staffing to patrol the parking areas as needed, and to reasonably limit use of the parking areas to residents and their guests. In particular, during predicted times of high traffic (e.g. during public events at Northern Illinois University such as homecoming weekend and during move-in / move-out time periods for Northern Illinois University), the Owner shall maintain barricades and private personnel in place on the Property at all access points to the parking area(s) to restrict access to the property to residents and their guests.

6) The Owner shall be responsible for preparing and submitting a proposed parking lot signage plan for approval by the City Engineer, and for installing all parking lot signage contemplated by said plan, after approval.

7) The Owner shall be responsible for installing, and for thereafter maintaining as operational and functional, all parking lot and common area lighting contemplated by the Plans. The Owner shall be required to submit a detailed lighting plan for the entirety of the Property which satisfies all applicable City of DeKalb lighting requirements (including Article 10 of the UDO), specifically including (but not limited to) lighting improvements in the parking lot and along all pedestrian walkways of the Property. Such required photometric lighting plan shall be subject to approval by the City Manager or designee (with such approval requiring demonstrated compliance with the minimum lighting standards of the UDO), and approval of this PD-R zoning shall be contingent upon such approval.

8) The Owner and City shall enter into a separate written agreement providing for traffic law enforcement on all private drives and areas of the Property, in a form acceptable to the CITY, and such agreement shall be recorded against the Property at the Owner’s expense.

9) All visitors’ parking shall be regulated with passes or by other means acceptable to the City, and shall be for a duration of 3 days or less. The Owner shall not lease, offer for lease, or otherwise permit non-residents to park upon the Property.

10) The Owner shall provide a revised plan showing the location, design, lighting and orientation of bike racks and bicycle parking areas, which bicycle parking area design shall be subject to review and approval by the Principal Planner.

F. Permitted Outdoor Storage:

Outdoor dumpsters, trash compactors, and similar rubbish disposal facilities shall be permitted on the Property, provided that all such facilities shall be completely screened from view with a fence constructed of materials and colors matching the principal building it services as contemplated by the Plans. Any proposed expansion or alteration of the outdoor rubbish disposal facilities and their related landscaping/screening shall be subject to prior review and approval by the City Council to confirm compliance with this section. No other outdoor storage shall be permitted, and no storage of dumpsters or garbage or recycling containers shall be permitted outside of the walled garbage enclosure. Notwithstanding the foregoing, the Owner shall be permitted to maintain not more than two ‘roll-off’ style dumpsters on the Property: a) for a one-week period during “move-out” at the conclusion of the applicable move-in/move-out periods contemplated by the lease (occurring not more than six times annually); and, b) during such times as the Owner may have a then-current demolition or building permit in place, issued by the City of DeKalb.
G. Setbacks and Building Lines:

Setbacks, building lines, floor area ratios, building dimension limitations, height restrictions and other similar lot/building size/shape restrictions and regulations shall meet those standards as set forth in the UDO unless otherwise approved as part of this Agreement. This Agreement shall expressly serve as the approval of the dimensions of the Property contemplated by the Plans (after such Plans are modified to comply herewith).

H. Design and Appearance Provisions:

Details of the architectural theme, inclusive of architectural elevations, has been provided as part of the Plans. The Owner has provided the proposed architectural elevations and finishes for the Building and the Property. All renovations on the Property shall be built in compliance with the Plans in terms of design, elevations, appearance, aesthetics and building materials (as generally contemplated in sheets A201-202 thereof). Further, as a component of the renovation of the Property, within one year of the date of this Agreement, the Owner shall: a) properly prepare and paint the vertical columns of the building in a complimentary color; b) powerwash and surface clean all glazed brick areas of the building; and c) add new building materials that are complimentary to the remainder of the existing building materials (as generally contemplated by the Plans), subject to approval by the City Manager (or designee) and generally contemplated to consist of a combination of EIFS and white glazed brick.

The Owner shall design, install and/or construct all signage, landscaping, lighting and improvements in conformance with the Plans. The exterior design, elevations, appearance, dimensions and building materials proposed for any structure or sign proposed to be built on the Property which does not directly comply with these requirements shall be subject to separate review and approval by the City Council, in its sole and absolute discretion.

Following the installation of such materials, the Owner shall maintain such materials (including the exterior of the building, landscaping, parking areas and other portions of the Property) in good condition and shall take appropriate actions necessary to prevent the deterioration of the Property or its appearance, excepting ordinary wear and tear that does not violate applicable property maintenance codes. The Parties agree and acknowledge that environmental factors, such as the appearance and maintenance of a structure, have a significant impact on crime and on surrounding properties. Accordingly, the Parties agree and acknowledge that inherent in the zoning permissions granted herein (to establish a high-density residential development) is the Owner’s affirmative obligation to comply with all applicable property maintenance codes to maintain the attractiveness and appearance of the Property. The failure to maintain the building façade, architectural improvements, landscaping or other aesthetic components of the Property that are either described herein or contemplated in the Plans shall constitute a violation of the zoning authorization provided under the PD-R designation contemplated herein.

Any future proposal to remodel any portion of the Property which would: a) require a permit; b) change the number of units or bedrooms at the Property; or, c) add additional or revised structures, outdoor signage, facilities or reductions in landscaping shall be subject to review and approval by the City Manager, or at the Manager’s discretion, may be required to be
submitted to the City Council for review and approval. Such approval shall be at the absolute and sole discretion of the City.

I. Signage:

Overall private signage plans and specifications shall be in substantial conformity with the Sign Plan incorporated into the Plans. Other than as reflected on the Plans, no OWNER name or logo shall appear on any permanent signage at the development, including, but not limited to, the monument signs without the City’s approval. Any marketing signs, off-site signage or temporary signs of any form shall be installed only in strict compliance with the applicable provisions of the UDO pertaining to permitting and authorization of such signs.

J. Rezoning of Property:

The Parties agree that, for the term of this Agreement, the Property shall not be rezoned to any zoning other than that imposed under this Agreement without the approval of the CITY and the OWNER, with such rezoning requiring consent from the CITY in the sole and absolute discretion of the CITY without regard to statutory or common law zoning requisites and the agreement of the OWNER to an amendment of this Agreement on terms and conditions acceptable to the OWNER, and further agree that the approvals described in this Agreement are based upon the Owner and Owner’s agreement with the zoning imposed under this Agreement; any amendment of said zoning shall require an amendment to this Agreement, on terms and conditions acceptable to the Parties. The Parties further agree that in the event the Owner seeks a rezoning or alteration of the zoning standards applicable to the Property, any provisions in the UDO contemplating a defined time period for review, comment or approval of a zoning application shall be deemed waived.

K. Building Amenities:

The Owner acknowledges that the density contemplated by the development of the Property exceeds the density which otherwise would be permissible in the absence of PD-R zoning designation, and in order to provide a facility that addresses public welfare concerns that would otherwise be imposed by the contemplated density, the Owner agrees and acknowledges that, except during reasonable periods of repair (during which Owner shall actively work in good faith to repair and restore the amenities), it shall maintain as operational, fully functional and in good condition the building amenities contemplated by the Plans and this Agreement at all times that the Property is in operation for the purposes contemplated by the PD-R zoning. Such amenities include the swimming pool, workout facility and recreation facilities within the Property. The fitness area for the Property is contemplated to be relocated to the first floor pursuant to the Plans, and is anticipated to be handicapped accessible. The Owner shall construct a lift, elevator, ramp or other similar device to permit persons with disabilities preventing the use of stairs to access the swimming pool and related amenities in the basement of the structure.

L. Off-Site Improvements:

The Parties acknowledge that the Property has benefitted from the informal establishment of a walking path departing from the Property to the south, across a neighboring parcel. The Parties further acknowledge that a significant majority of the residents of the Property are
anticipated to be students, and that provision of appropriate pedestrian and bike facilities is critical for a development of the density contemplated herein. Accordingly, the Owner agrees that it shall be responsible for all costs of installing and improving a bike and pedestrian path in the approximate location contemplated within Group Exhibit B. Said path shall be asphalt or concrete and shall, after installation, be maintained, snow-plowed and de-iced by Owner. Said path shall also be listed on the Owner’s lighting plan for the Property and shall be illuminated in such a fashion as to satisfy the requirements of Article 10 of the UDO for a pedestrian pathway.

In the event that the City is able, within twelve months of the date of this Agreement, to procure the right to lease or otherwise acquire the property required for such bike and pedestrian path for a minimum of five years (with no cost to the Owner for such land lease or acquisition), the Owner shall enter into a lease or easement agreement with the neighboring property owner providing for the Owner’s establishment and maintenance of the path at no expense to the neighboring property owner, and shall indemnify and hold harmless the neighboring property owner from claims arising out of Owner’s or Owner’s tenants and guests use of the pathway. The design of the bike and pedestrian pathway shall be prepared by the Owner at its expense, and shall be subject to the review and approval of the City Engineer. Upon acquisition of the easements, the Owner shall complete the bike and pedestrian pathway within twelve (12) months. The Owner’s obligation to maintain the pedestrian path shall terminate upon the termination or revocation of any easement, lease or other authorization provided for the installation of the pathway.

In addition, the Owner shall be responsible for the striping of a pedestrian crosswalk across Annie Glidden Boulevard at Crane Drive, for the striping of a pedestrian crosswalk across Crane Drive at Annie Glidden Boulevard, and for the installation of two solar-powered pedestrian crosswalk flashing indicators, in the format contemplated within Group Exhibit B, on Annie Glidden Boulevard.

ARTICLE III: DEVELOPMENT AND MAINTENANCE OF THE PROPERTY:

A. Owner’s Responsibility to Maintain:

The Owner shall be responsible for the maintenance and care of any and all common areas, parking lots, detention or stormwater facilities, or other improvements within the Property and for maintaining all buildings on the Property in accordance with all City Building, Zoning and Property Maintenance Codes, and in accordance with the terms set forth in this Agreement. The Owner shall assume full responsibility for ensuring the property’s compliance with the applicable codes and requirements.

B. Backup Special Service Area:

OWNER and its successors, assignees and grantees, shall not object to and agree to cooperate with the CITY in establishing a special service area (“SSA”) after approval of this Agreement, for the Property, to be utilized as a backup mechanism for the care and maintenance of the Common Facilities, which include but are not limited to, detention areas, drains, tiles,
waterways, valves and related appurtenances, common landscaped areas, bike/pedestrian paths, trails, property monumentation, signage, park areas, open space and any other common areas of the subdivision. Such SSA shall also cover any costs associated with mosquito abatement within the residential areas of the Property.

The SSA shall be established after approval of this Agreement. Owner shall have the primary responsibility of providing for the regular care, maintenance, renewal and replacement of the Common Facilities including, without limitation, the mowing and fertilizing of grass, pruning and trimming of trees and bushes, lighting, sidewalks, removal and replacement of diseased or dead landscape materials, mosquito abatement, installation or maintenance of detention/retention basins, property monumentation and signage, maintenance of waterways, valves and related appurtenances, landscaping, maintenance of all private curbs and roadways, driveways and drive aisles, and the repair and replacement of signs, so as to keep the same in a clean, sightly and first class condition (the "Common Facilities Maintenance").

If at any time the Owner fails to conduct the Common Facilities Maintenance, then the CITY shall have the right, but not the obligation, to undertake such maintenance and utilize the SSA to provide sufficient funds to pay the costs of the Common Facilities Maintenance undertaken by the CITY. The Owner shall, upon the request of the City, grant the City an easement ("Common Facilities Maintenance Easement") over all of those Common Facilities located on the Property in favor of the CITY. The substance of the Common Facilities Maintenance Easement shall be as approved by legal counsel for the CITY. Said SSA shall have a rate as reasonably determined by the City Engineer.

Approval of this Agreement shall be deemed to constitute consent to the City's establishment of one or more active special service areas (individually, an "SSA") hereafter described.

Nothing in this Agreement shall prevent the City from levying or imposing property taxes, including but not limited to special service areas, special assessment areas, or other ad valorem or flat rate taxes upon the Property in the manner provided by law which are applicable to and apply equally to all other properties within the City or from establishing a special service area that encompasses solely the Property.

C. Excavation and Grading:

1. In order to provide adequate assurance of performance and installation and maintenance of erosion control measures, the Owner shall provide the City with a cash deposit, irrevocable letter of credit or performance bond, in an amount acceptable to the City Engineer, not to exceed Ten Thousand Dollars and No Cents ($10,000.00), per acre, prior to commencement of any grading or site improvement work. In the case that said grading and erosion control is included in another surety as described herein and Article 15 of the UDO, a separate surety shall not be required. The security shall be released upon completion of the preliminary work, and approval of the City Engineer.

2. Prior to the start of any grading or development work on the Property, the OWNER shall provide documentation, in form and content acceptable to the City (and
additionally acceptable to DeKalb County if DeKalb County requests any such documentation), indicating that there are no pending IEPA investigations or environmental contamination issues with the Property.

D. Security for Public Improvements:

In the event that the Owner constructs any public improvements (inclusive of improvements within or adjacent to a public right of way), then the provisions of this Agreement pertaining to such public improvements shall be invoked. Security to be provided by the Owner for the completion of the public improvements within or adjacent to the Property or related offsite improvements, if any, shall be provided prior to the commencement of construction on the Property or right of way and shall be in accordance with the terms of this Agreement and applicable City ordinances, as modified by this Agreement. The Owner shall provide such security to the City in the form of cash, irrevocable letters of credit or performance bonds. Bonds and letters of credit shall be in a form approved by the City Attorney and be issued by an entity approved by the City Manager or designee from a bank or financial institution located in the United States of America. Any bonds required under City Code or this Agreement shall be from a company licensed to do business in the State of Illinois. Any Letters of Credit required under City Code or this Agreement shall be from a financial institution acceptable to the City Manager (or designee), and the Owner shall provide such information or documentation as to the status of the proposed financial institution as the City Manager (or designee) shall require, to demonstrate their creditworthiness and stability. The amount of security posted with the City shall at all time equal one hundred twenty percent (120%) of the cost of completing required public improvements. The City Council shall authorize the reduction of such security from time to time, but no more than once every one hundred and eighty (180) days, as related offsite work or public improvements within the Property are completed and approved by the City Engineer and prior to their acceptance of such improvements by the City.

E. Acceptance of Public Improvements and Maintenance Bond for Public Improvements:

Upon completion of public improvements and acceptance by the City, the Owner shall provide a signed bill of sale for any items of personal property to be transferred to the City, and shall execute all documentation customarily required by the City to denote acceptance and transfer of ownership. Prior to the acceptance of the streets by the CITY, the streets shall be in a condition acceptable to the CITY and completed with the final lift of asphalt, and all punchlist items previously identified by the City shall be satisfied. Upon acceptance of any public improvement by the City as described above, OWNER shall be entitled to a corresponding release or reduction of any Subdivision Performance Bond or Letter of Credit. For an 18 month period following acceptance of any public improvement, the Owner shall guarantee the workmanship of any public improvements constructed, and shall be responsible for the performance of any repairs or remediation required on such public improvements, as reasonably determined by the City Engineer, to return them to a condition in which they would be appropriate for initial acceptance by the City, including the repair of any ordinary wear and tear on the aforesaid improvements or the repair of any broken or damaged improvements. To secure the performance of this obligation, the Owner shall provide a Maintenance Bond which shall remain in place for an 18 month period from date of acceptance by the CITY. Said maintenance
bond shall be equivalent to twenty percent (20%) of the value of the improvement constructed, and shall be in the form of a cash escrow, letter of credit, or other security acceptable in form and content to the City.

F. **Stop Work Orders:**

The City shall issue stop orders as necessary to insure development occurs as required by this Agreement and City Ordinances. Unless issued in case of emergency, said stop orders shall be preceded by reasonable notice (not less than three days) and opportunity to comply.

G. **Compliance with City Ordinances and Applicable Regulations:**

The Parties agree that, except as specifically modified in this Agreement and the attached drawings and Exhibits, the Property shall be developed in compliance with all ordinances, codes and regulations of the City in effect at the time of development. The Parties acknowledge that it is the ultimate responsibility of the Owner to comply with any and all requirements of this Agreement and applicable City Codes. Thus, in the event that up to, but prior to construction or any time after execution of this Agreement, the City or its consultants issue a permit or give an approval not consistent with the terms of this Agreement or any applicable City Codes, such erroneous permit or approval may be of no force and effect and thus may be revoked. The Owner agrees that it may not rely on any such issued permit or approval for purposes of vested rights or estoppels to compel an improvement not consistent with the terms of this Agreement or applicable City Codes. The Owner hereby waives any claims of damages, of any type or character, against the City, its employees or its consultants based on such erroneously issued permits or approvals. A generic utility easement shall be provided by the Owner as may be requested by the City Engineer. All construction shall be in accordance with the City codes and ordinances and any comments of the City Engineer, City Planner or other City consultants which shall be provided at the time of plan review. All such comments must be addressed prior to site development. All permits from the Illinois Environmental Protection Agency or any other agency with jurisdiction over the Property must be issued prior to work on water main, sanitary sewer or storm sewer improvements commences. The Parties acknowledge that, at the time of preparation of this Agreement, the Plans have not been reviewed by the City Engineer or City Public Works Department, and the Owner agrees and acknowledges that it shall make all such amendments to the Plans as shall be required pursuant to their review.

H. **Site Control:**

OWNER acknowledges that, depending on weather conditions, construction traffic entering and leaving a construction site creates debris, especially dirt, dust, and mud clots on streets and roadways adjacent to the construction site. OWNER agrees that it shall inspect and clean the streets and roadways adjacent to and within 1,000 feet of the entrance to OWNER'S construction site, and take measures to control dust as needed daily while construction is occurring on said site. OWNER further agrees to periodically mow weeds, pick up trash and debris and repair and replace soil erosion control fencing so as to comply with applicable ordinances of the CITY, all of which activities may be contracted to its development trades and contractors. Owner shall also patch or repair damage to any roadway, path, driveway, sidewalk or other similar improvement which may be damaged during the course of Owner's construction or maintenance activities. As security for such obligations, and as a condition of the issuance of
any filling or grading permits, OWNER agrees to deposit with the CITY the sum of twenty thousand ($20,000.00) dollars ("Site Control Escrow"). In the event OWNER fails to clean, the Property, mow weeds, pick-up debris or repair or replace soil erosion control fencing as required, or fails to patch or repair any street, path, roadway or sidewalk within twenty-four (24) hours after receipt of notice from the CITY of OWNER'S failure to comply with this provision, then the CITY may perform or contract with others to perform such undertaking and deduct the cost thereof from the Site Control Escrow. OWNER shall, within 15 business days following written notice from the CITY, replenish the Site Control Escrow as funds are from time to time properly withdrawn therefrom by the CITY, so as to maintain the same at a twenty thousand ($20,000.00) dollar balance. All sums remaining on deposit with the CITY pursuant to this provision shall be credited against other fees or charges due from the Owner, and any remaining funds shall be credited back to the Owner, upon request, on or after the date which is ninety (90) days after the Owner's receipt of an unconditional certificate of occupancy for all portions of the Property (with successful completion of all improvements contemplated by this Agreement).

I. Building Codes:

The Owner shall comply with all current building codes of the City of DeKalb or any other agency having jurisdiction over the Property, including satisfying all requirements of the 2006 International Fire Code pertaining to elevator design and specifications. At the time of any future amendments or modifications of the building or the Property, the Owner shall comply with the then-current code requirements of the City.

J. Fire Suppression / Alarm:

Further, the Owner shall install an operational fire suppression / sprinkler system throughout the building (including coverage in each residential dwelling unit) and a monitored fire alarm system which meet all applicable building code requirements and shall, except during reasonable periods of maintenance, thereafter keep such systems in service, operational and in good repair.

K. Kitchen Facilities / Electrical Load:

The Parties acknowledge that the Property is contemplated to be utilized as a residential development with kitchen facilities in each residential unit. The Owner shall impose and enforce lease provisions which prohibit tenants from utilizing cooking appliances (including but not limited to refrigerators, hot plates, microwaves, ovens, toasters or toaster ovens and similar appliances) outside of the designated kitchen area of a given unit (e.g. such devices shall be prohibited from being operated or maintained in a bedroom area of a unit).

ARTICLE IV: INFRASTRUCTURE:

A. Water Mains and Potable Water Supply:

The Property is currently serviced by an existing connection to the City's potable water system. In the event that the Property requires an additional, oversized or further connection to the City's water system, and provided that there remains adequate pressure and flow at the time of proposed connection, the Owner shall have the right to connect to and use such system and
mains upon payment of those capital, tap-on and user fees required by the then-current City ordinance or resolution. Tap-on / connection and capital fees shall be due at the time of building permit application. Said fees may be charged by the City from time to time in the City's sole and absolute discretion, and Owner agrees to pay the amount as required by the City at the time such payment is due. The Owner shall be responsible for constructing all on-site and off-site improvements necessary to connect to the Property and any development on the Property to the presently existing water mains and potable water supply of the City. The Owner shall be exclusively responsible for the payment of all costs, expenses and charges associated with the design, construction and permitting of such improvements, including but not limited to any security required under this Agreement or applicable law, any permits required by the City, the Illinois Environmental Protection Agency or any other agency having jurisdiction, or any other costs whatsoever.

B. Storm Water Retention, Facilities and Improvements:

Except with respect to existing improvements, which the City acknowledges are compliant with current regulations, the Owner shall provide all necessary storm sewers, detention systems and compensatory storage in compliance with the UDO, the existing flood plain ordinance of the City and all other applicable laws and regulations, as modified or amended pursuant to the terms of this Agreement including all storm water calculations prepared by a licensed Illinois engineer. The Owner shall, at the City's request, provide storm water calculations prepared by a licensed Illinois engineer to verify that the storm water generated by the development of the property shall be fully accommodated by the storm drainage facilities constructed in accordance with this Article and the design of the basin shall be subject to approval by the City Engineer (along with its format as either a retention or detention basin). The Owner shall provide for the insurance, real estate taxes and maintenance of any Retention/Detention areas including but not limited to mowing and landscape maintenance, regular litter pickup, flume repairs and underground pipe cleaning or repairs. The Owner agrees to follow DeKalb County and City of DeKalb stormwater release rate regulations as amended from time to time, and any other applicable ordinances, statutes or regulations in effect at the time of development. The storm water facilities and combined storm water control and detention system shall be constructed in accordance with specifications as required by the City Engineer.

C. Sanitary Sewers:

The City shall cooperate with the Owners and execute all applications, permit requests and other documents required to obtain sanitary sewage treatment service from the DeKalb Sanitary District in order to allow the Owner's connection to the existing and future sanitary sewer lines installed on the interior and exterior of the Property. The Owner shall pay to the requisite governmental entity their respective shares of all permits, inspection and tap on fees that are required at the time of connection to such sanitary sewer system. It shall be the Owner's responsibility to contact the DeKalb Sanitary District to ascertain the status of and make the appropriate contributions toward any existing recapture agreements pertaining to sanitary sewer lines, lift stations or other sanitary system infrastructure, or contributions, accommodations, or agreements regarding the oversizing of sanitary sewer lines or other sanitary system improvements required by the DeKalb Sanitary District. No separate sanitary sewer fees are due
to the City, except for standard building permits, connection and inspection fees, and any fees collected by the City on behalf of the DeKalb Sanitary District payable City-wide as a condition to connection to and the use of the system by all properties.

D. Utility Connections:

The installation of the necessary and appropriate on-site electric, natural gas, cable, television, telephone facilities, and future internet access facilities (when available) to the Property shall be by underground installation and pursuant to the requirements of such utility companies or pursuant to the agreement of the City with such entities and at no cost to the City. The City agrees to cooperate with the Owner to permit the extension of all such utilities along existing public right-of-ways and/or City owned property and otherwise allow the extension of all necessary utilities to the Property, provided, however, that the City’s agreement to cooperate with the Owner to allow the extension of utilities to the Property shall in no way relieve the Owner of their obligations to obtain any and all easements and permits necessary to do so, at Owner’s sole cost and expense.

E. Grant of Easements / Right of Way:

The Parties acknowledge that at present, the City does not contemplate the installation of additional public utilities or street improvements in the vicinity of the Property. However, the Owner agrees and acknowledges that it shall grant to the City, at no cost to the City, easements or right of way along the perimeter of the Property upon request, if required for the construction or maintenance of public improvements owned or operated by the City, or by any governmental entity providing services to the Property. Such easements shall be limited in size as reasonably required to provide area for public improvements, and shall not extend beyond fifteen feet from the edge of the Property without the Owner’s express, written consent.

ARTICLE VI: CONTINUATION OF CURRENT USES:

The Property is presently being used for ‘rooming house’ style residential housing as contemplated by the Recitals. In reviewing the Development Agreement, the City has given due consideration to the continuation of such current uses. Accordingly, and notwithstanding any provision of the City Code, the UDO, or any other code, ordinance or regulation, now in effect or adopted during the term of this Agreement, and notwithstanding the City’s zoning of the Property pursuant to the terms hereof, but subject to the express terms of this Agreement specifically relating thereto, the current uses of the Property shall be permitted to continue as provided herein. Such uses shall be permitted to continue on the Property for a period of twenty-four (24) months from the date of execution of this Agreement and shall thereafter be prohibited. This Article shall not be interpreted to allow the expansion of the existing uses, or increase the intensity or scope of any nonconforming use. The Property shall continue to be maintained in accordance with all City property maintenance regulations.
ARTICLE VII: FEES AND CONTRIBUTIONS:

A. Specified Fees:

The Owner shall pay all fees imposed under City Ordinance in the amount and in the time as described by such applicable Ordinance. The City and Owner shall, at the time of payment of any required fee, cooperate to determine the amount of the fee due.

1. School Impact Fees: The Parties acknowledge that the Property is contemplated pursuant to the terms of this Agreement, to be utilized in a fashion that does not invoke the payment of school impact fees or municipal impact fees. However, the Parties agree and acknowledge that should the Property be used in a fashion inconsistent with the terms of this Agreement at a future date and should the Property thus trigger any obligation of the then-current impact fee ordinances or agreements in effect, the Property shall then be subject to the payment of such fees and this Agreement shall not preclude such fees.

B. Fees Specifically and Uniquely Attributable:

The Parties further agree that the fees contained within this Agreement are specifically and uniquely attributable to the development of the Property and that the OWNER participated in the calculation and reconciliation of said fees, and neither the OWNER nor any successor, hereby agree they will neither file any lawsuit nor take any other legal action challenging the imposition, collection, use, necessity enforceability, validity, or applicability of the fees described in this Agreement, nor shall OWNER pay any such fees under protest. Notwithstanding the foregoing, OWNER or the subsequent owners or developers of any portion of the Property shall be responsible for payment of all future fees, charges and assessments relating to their use or modification of the property, including but not limited to building permit fees for remodeling of any structure on the development, and similar charges or fees.

C. Owner Responsibility for Costs:

Owner agrees and acknowledges that, as a result of the preparation of this Agreement and related documents, and as a result of the ongoing commitment of resources by the City that is caused as a direct result of this Agreement, the process of creating this Agreement, and the Development that is to be constructed under the terms of this Agreement, the City may incur substantial expenses at the request of Owner, and the Owner may become responsible for substantial charges and fees in order to perform its obligations under this Agreement. Owner acknowledges that assignment or transfer of any interest in any property subject to this Agreement can increase the complexity of recovering those costs for the City and, in order to induce the City to enter into this Agreement, Owner agrees as follows:

1. Prior to the sale, assignment, lease or other transfer of any portion or portions of the Property, Owner shall provide not less than thirty days notice to the City that such transfer is contemplated. Transfers among or between family members related by blood or marriage, or between trusts, corporations, partnerships or limited liability companies which are entirely owned or controlled by family members related by blood or marriage, shall not be construed as transfers giving rise to a potential obligation under this subsection.
2. Within fifteen days of the receipt of such notice, the City shall provide Owner with a calculation of the total amount believed to be outstanding as costs for which Owner is responsible.

3. Prior to, or at the closing of, the consummation of such transfer, Owner shall cause all such amounts to be paid to the City.

4. At any time within ninety days following consummation of such a transfer, the City shall provide final calculations of the total amount due from Owner and Owner shall pay all such amounts within thirty days of the City providing such notice.

5. In the event of a failure of Owner to comply with this subsection, Owner, along with the interest holder to which an interest in the property subject to this Agreement was transferred, shall be jointly and severally liable to the City for all such amounts described above, plus attorneys’ fees, court costs, other collection costs, and interest at a rate not to exceed eight percent per annum, until such amount, including costs and interest, is paid in full.

6. Any notice of amounts so due under this agreement shall include accurate and complete (to the extent that such documentation exists) documentation from the City.

Owner further acknowledges that, at any point, if Owner fails to make a payment requested by the City within thirty days of such request, or such additional time as the City shall agree to provide (with any such extension being acknowledged by the City in writing), the City may unilaterally choose to implement any or all of the following remedies until such point in time as Owner has paid all amounts due and/or restored any escrow accounts maintained by the Owner by virtue of this Agreement:

1. Issuance of a stop work order on any portion of the Development.

2. Refusal to issue further permits for building, occupancy, water tap on, or other development related work.

3. Cessation of any utility service provided by the City to any property owned or maintained by Owner or their successors or assigns.

4. Institution of appropriate legal action to recover any and all amounts due, in which case the City will be entitled to attorneys’ fees, court costs, other collection costs, and interest at a rate of eight percent per annum, until such amount, including costs and interest, is paid in full.

5. Cessation of any or all work on or pertaining to the Property by City staff, employees or consultants.
ARTICLE VIII: OPERATION OF THE PROPERTY:

A. Acknowledgment of Application of Operational Standards:

The Parties acknowledge and agree that the provisions of this Article VIII relating to the Operation of the Property following its rezoning and redevelopment are critical and integral to the zoning standards provided for herein. The Owner agrees and acknowledges to comply with the following standards and requirements, and acknowledges that they have been drafted to address the public safety concerns otherwise arising out of the operation of a development with a zoning density that greatly exceeds the density otherwise contemplated by permissible zoning allowances.

B. Operation and Lease Provisions:

In consideration of the provisions herein and in order to construct and maintain a development of the quality intended by the Owners and expected by the City, the Owners agree to secure, through covenants, operational policies or other means acceptable to the City, to provide management of the Property that will assure the following standards:

1) Any unit rented shall have a written lease that shall include a Crime Free Housing Lease Addendum in the format then-currently approved by the City. Occupancy limits shall be established based upon one tenant per bedroom (with the exception of the ten double-occupancy units expressly approved herein, which shall be permitted to have two tenants per bedroom).

2) Any person living in any rental unit, except for children under the age of eighteen (18), must be a party to the lease and must sign the lease.

3) A thorough criminal background check and other screening shall be implemented to all prospective tenants where permitted by law, a thorough credit check shall be implemented to all lease guarantors where permitted by law, and the Owner shall, to the fullest extent permissible under the applicable laws, make responsible tenant approval decisions based upon such information.

4) Leases for the individual units within the building on the Property shall have a term of not greater than 50 weeks, with a two week vacancy between lease periods, during which vacancy the Owner shall complete a review of each unit to confirm that it is clean, operational, and in compliance with all applicable rules and regulations. The City acknowledges that the Owner may enter into lease renewals contemplating that a given existing tenant (in full compliance with the remainder of this Agreement) shall remain within a given unit for longer than 50 weeks. Such renewal agreements shall be permitted, provided that the Owner and City have a not less than two-week window per year to access the Property and each unit thereof for purposes of inspection or repair. In the event lease renewal or extension occurs, the tenant shall be permitted to maintain occupancy of the unit, but such occupancy shall include an express limitation permitting the inspection contemplated herein, by the City.

5) Leases shall include restrictions limiting rental to persons with valid student
identification (and their individual respective family to the extent required under federal law), showing current enrollment at a public or private college or university during the term of the lease (or other adequate documentation evidencing such enrollment). Notwithstanding the foregoing, the Owner may prelease apartments to students who are anticipated to enroll in a qualifying educational institution, provided that enrollment is verified at or prior to move-in, and provided that non-students shall not be permitted to reside at the Property (except as outlined above). The Parties acknowledge that, at present, college student status is not a protected classification under the Fair Housing Act and the Parties are unaware of any disparate impact or other analysis which could suggest that the inclusion of this restriction is a violation of any applicable laws. The Parties further acknowledge that this provision has been drafted to fully comply with all applicable laws and regulations, and to maintain the safety of the Property inclusive of the density contemplated herein. However, in the event that the City or the Owner is the subject of any litigation challenging the legitimacy of this restriction, the Owner shall undertake a defense of said claim in good faith and the Owner shall give the City prompt notice of any such claim. If such claim is resolved in a fashion that results in a judicial or administrative determination that this provision is unenforceable, this provision of the Agreement shall be severable without affecting the enforceability of the remainder of the Agreement. Additionally, employees of a public or private college or university shall be permitted to reside at the Property. The Owner shall, upon request of the City, provide such documentation as shall be reasonably required to demonstrate compliance with the provisions of this Agreement, including student/faculty status and overall occupancy, and shall cooperate with any audit by the City of the same.

6) The Owner shall maintain the apartments contemplated herein as fully-furnished apartments and shall not permit tenants or occupants to bring major items of furniture into the apartments. The Parties acknowledge that the density and contemplated fire suppression systems for the Property are based upon the fire load which would be established by the Owner's proposed furnishings.

7) Each individual unit shall satisfy all restrictions on consanguinity imposed under applicable City Codes or Ordinances.

C. Public Safety Regulations: Trespass/Patrol Agreement:

The Parties shall keep in place at all times a No-Trespass Enforcement Agreement, in the then-current format utilized by the City of DeKalb (with such agreement currently being in the form attached hereto as Exhibit C), and shall cooperate at all times with regard to the enforcement of such Agreements. Further, and without regard to the content of such Agreements, the Owner agrees that it shall provide the City with all keys, codes, passes or other items required to gain access to the interior common areas of the building on the Property (including but not limited to the elevators, common hallways on each floor of the residential towers, and other common areas available for use by all occupants of the Property), and shall authorize and request the routine patrol of such areas by the City of DeKalb Police Department or other sworn officers, based upon the availability of resources for such details. At any time that the Owner changes locking mechanisms, passcodes or other entry devices, the Owner shall provide the City with updated access mechanisms.
D. Knox Boxes:

The Owner shall install and maintain not fewer than three ‘Knox Box’ entry systems for use by City of DeKalb emergency responders, at locations designated by the City of DeKalb Fire Chief, and shall ensure that such systems are available for use and operational at all times.

E. Resident Officer Program:

The Owner has offered to the City the potential of providing one single-bedroom residential unit within the Property to the City, free of charge, for use in the City of DeKalb’s Resident Officer Program. On or before January 1 of each year, the Owner shall send the City a notice offering the use of such residential unit for the following lease period (commencing approximately in August of that year). If the City wishes to exercise the right to utilize such space, the City shall provide notice of its decision to exercise such option by not later than March 1 of the year. The City shall have the right to utilize such unit, and shall elect on an annual basis whether or not it chooses to do so. Upon the City’s provision of notice, the Parties shall thereafter negotiate in good faith regarding the terms of any agreements relating to such no-cost use (provided that Owner shall make a unit available to the City at no charge as soon as practical after receiving the notice). The resident officer, if utilized, shall be a sworn peace officer of the City of DeKalb Police Department or another police department having jurisdiction in the City of DeKalb, and the terms of the Resident Officer Program agreement and lease shall contemplate that such officer shall participate in community policing activities at the Property and shall otherwise contribute to the maintenance of public safety and order at the Property.

F. Crime Free Housing and Inspection Coordination:

The Owner acknowledges that the City operates a Crime Free Housing Program requiring property lessors to register with the City and to undertake certain training and notification requirements. Owner agrees to comply with the then-current requirements of such a program. Further, the Parties acknowledge that the Crime Free Housing Program generally contemplates exterior inspections of properties to confirm compliance with applicable City Codes. Given the density of residential development contemplated for the Property, the Owner agrees that it shall coordinate and permit an annual inspection of the entirety of the Property (exclusive of individual units rented to third parties), by such personnel as the City shall designate, shall thereafter promptly remediate any violations observed during such inspections, and shall permit reinspection to confirm that all violations have been corrected. The Owner shall also grant consent to the City to inspect the Property at any time the City receives a complaint from any third party regarding an alleged violation of applicable codes or regulations. Inspections pursuant to this consent may be conducted by any City personnel, including Police Department, Building, Public Works, or Fire Department staff, City Manager or other staff authorized by the City Manager, for purposes of determining compliance with the provisions of City Code, or for purposes of determining compliance with any other applicable code or regulation. The consent for inspection shall extend to any portion of the premises (other than individual residential units rented to third parties). The Owner shall also, at any time that a given individual residential unit is not presently leased to a third party, grant the City access to such residential units for purposes of inspecting the same and verifying compliance with all City Codes. The Owner shall pay all fees associated with any generally applicable current or future inspection or registration program utilized by the City for commercial or residential rental properties. In the event that the City at
any time terminates its Crime Free Housing Program or inspection protocol, the Property shall nonetheless continue to be subject to the terms of this Agreement and the inspection provisions herein.

G. **Common Area Surveillance:**

The Parties acknowledge that the Owner maintains or prospectively shall maintain cameras or other equipment utilized to provide video surveillance and security coverage for the parking lot and/or common areas of the Property. The Owner agrees to provide to the City a connection and inter-link so that the City can remotely monitor such common area surveillance videos from the City Police Department. The Owner shall be responsible for providing and maintaining all technology required to establish an external, static IP address securely accessible by the City with video feed in a format acceptable to the City Police Department. With regard to such inter-link, the Parties agree to mutually indemnify and hold harmless the other party from any claim arising out of the monitoring or failure to monitor such systems. Such interlink shall permit the City to access a digital feed of live data collected on the Property, and shall also allow the City to access data stored in any recording devices installed or maintained by Owner with respect to such surveillance.

H. **Tenant Notification:**

The Parties acknowledge that, because of the density of this development, the Parties have agreed upon a proactive public safety policy to maintain a high-quality and safe development, and to prevent public safety concerns which could otherwise arise. The Owner shall provide each tenant or prospective tenant with a notice in a form acceptable to the City, advising such tenants of the provisions of this Agreement pertaining to City of DeKalb involvement in policing common areas of the Property or otherwise inspecting or monitoring the Property.

**ARTICLE IX: MUTUAL ASSISTANCE:**

The Parties shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement; to aid and assist each other in carrying out the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms, including, without limitation, the giving of such notices, the holding of such public hearings, the enactment by the City of such resolutions and ordinances and the taking of such other actions as may be necessary to enable the Parties' compliance with the terms and provisions of this Agreement and as may be necessary to give effect to the terms and objectives of this Agreement.

**ARTICLE X: REMEDIES:**

Upon a breach of this Agreement, any of the Parties, in any court of competent jurisdiction, by an action or proceedings at law or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance or both. No action taken by any party hereto pursuant to the provisions of this Article or pursuant to the provisions of any other Article of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be
cumulative and nonexclusive of any other remedy either set forth herein or available to any party at law or in equity.

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) days after written notice of said breach to correct the same prior to the non-breaching party's seeking of any remedy provided for herein (provided, however, that said thirty (30) day period shall be extended if the defaulting party has initiated the cure of said default and is diligently proceeding to cure the same).

If any of the Parties shall fail to perform any of its obligations hereunder, and the party affected by such default shall have given written notice of such default to the defaulting party, and such defaulting party shall have failed to cure such default within thirty (30) day of such default notice (provided, however, that said thirty (30) day period shall be extended if the defaulting party has initiated the cure of said default and is diligently proceeding to cure the same), then, in addition to any and all other remedies that may be available, either in law or equity, the party affected by such default shall have the right (but not the obligation) to take such action as in its reasonable discretion and judgment shall be necessary to cure such default.

The failure of the Parties to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

If the performance of any covenant to be performed hereunder by any Party is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances may include acts of God, war, acts of civil disobedience, weather, terrorist acts of a direct or indirect nature, material shortages, flooding, strikes or similar acts), the time for such performance shall be extended by the amount of time of such delay.

The violation of any provision of this Agreement may be deemed by the City to be a violation of the PD-R zoning contemplated herein, which may be prosecuted in the fashion of any other violation of the City's Uniform Development Ordinance.

ARTICLE XI: TERM:

The Parties acknowledge that this Agreement has been negotiated in furtherance of the designation of the Property with PD-R zoning that authorizes the high density contemplated herein. Accordingly, it is the intention of the Parties to maintain this Agreement in full force and effect for the full duration of the time that the Property maintains PD-R zoning and, to the fullest extent of the law, the Parties intend that this Agreement not terminate unless and until the City grants a Petition to Rezone the Property.

The provisions of this Agreement pertaining to the City's right to utilize one unit within the Property for the City's Resident Officer Program shall have a term of forty (40) years.
ARTICLE XII: MISCELLANEOUS:

A. Amendment:

This Agreement, and the exhibits attached hereto, may be amended only by mutual consent of the City and Owner of an affected Parcel, by adoption of an ordinance by the City approving said amendment as provided by law, and by the execution of said amendment by the City and Owner.

B. Severability:

If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements and portions of this Agreement, and to that end, all provisions, covenants, agreements and portions of the Agreement are declared to be severable. If for any reason the zoning of the Property is ruled invalid, in whole or in part, the Corporate Authorities, as soon as possible, shall take such actions (including the holding of such public hearings and the adoption of such ordinances and resolutions) as may be necessary to give effect to the spirit and intent of this Agreement and the objectives of the Parties, as disclosed by this Agreement, provided that the foregoing shall be undertaken at the expense of the Owner, as applicable.

C. Entire Agreement:

This Agreement sets forth all agreements, undertakings 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. In the event of any conflict between two or more components of this Agreement providing standards, guidelines or requirements for OWNER to act upon in or around the Property, construction or related activities for the Property, the OWNER agrees that it shall submit such conflict to the CITY and the determination as to which standard applies shall be made in the sole discretion of the CITY.

D. Successors and Assigns:

This Agreement shall inure to the benefit of, and be binding upon, successors of the Owners and its respective successors, grantees, lessees, and assigns, and upon successor corporate authorities of the City and successor municipalities, and shall constitute a covenant running with the land. This Agreement may be assigned without the City's approval, and upon said assignment and acceptance by an assignee, the assignor shall have no further obligations hereunder. If a portion of the Property is sold, the seller shall be deemed to have assigned to the purchaser any and all rights and obligations Seller may have under this Agreement which affect the portion of the Property sold or conveyed and thereafter the seller shall have no further obligations under this Agreement as it relates to the portion of the Property conveyed.
E. Notices:

Any notice required or permitted by the provisions of this Agreement shall be in writing and sent by certified mail, return receipt requested, or personally delivered, to the Parties at the following addresses, or at such other addresses as the Parties may, by notice, designate:

City Clerk
City of DeKalb
200 South 4th Street
DeKalb, IL 60115
Telephone: 815-748-2095
Fax: 815-748-2089

With copies to:

City Manager
City of DeKalb
200 South Fourth Street
DeKalb, IL 60115
Telephone: 815-748-2060
Fax: 815-748-2359
Email: Annemarie.gaura@cityofdekalb.com and derek.hiland@Cityofdekalb.com

City Attorney
City of DeKalb
200 South 4th Street
DeKalb, IL 60115
Telephone: 815-748-2093
Fax: 815-748-2320
Email: dean@frieders.com

If to the Owner: Attn: Property Manager
University Plaza Apartments
900 Crane Drive
DeKalb, IL 60115

With a Copy To: Capstone Real Estate Investments, LLC
402 Office Park Drive, Ste 150
Birmingham, AL 35223
Email: tchristensen@capstonemail.com

Notices shall be deemed given on the third (3rd) business day following deposit in the U.S. Mail, if given by certified mail as aforesaid, and upon receipt, if personally delivered.
F. **Time of Essence:**

   Time is of the essence of this Agreement and of each and every provision hereof.

G. **Indemnification:**

   The Owner covenants and agrees to pay, at its expense, any and all damages, expenses, liabilities and losses resulting from this Agreement, the construction and development activities of the Owner, or its agents, contractors and subcontractors, and to defend and indemnify and save the City and its officers, elected and appointed agents, employees, engineers and attorneys (collectively, the “Indemnifieds”) harmless of, from and against such damages, expenses, liabilities and losses, except to the extent such damages, expenses, liabilities and losses arise by reason of the gross negligence or willful or wanton act or omission of the Indemnifieds. The Owner shall provide satisfactory proof of insurance covering such defense and indemnity of the Indemnifieds. OWNER further agrees to indemnify, defend and hold harmless the CITY and the Corporate Authorities, officers, agents, employees, and consultants (collectively “Indemnitees”) from all claims, liabilities, costs and expenses incurred by or brought against all or any of the Indemnitees as a direct and proximate result of the construction activities of the OWNER.

   Without limiting the applicability of the foregoing indemnification provisions, the Owner expressly and without limitation agrees that it shall indemnify and hold harmless the City from any claims, damages, fines, penalties, legal fees or other costs or expenses whatsoever, arising out of Owner’s activities or construction on the Property and relating to any federally protected wetland, the delineation or failure to delineate wetlands, the protection or mitigation or failure to protect or mitigate wetlands, the identification of floodplains, or the construction of any improvement or structure in or near any wetland or floodplain area, within or outside the Property.

H. **Exhibits:**

   The following Exhibits referred to herein and attached to this Agreement are hereby made a part of this Agreement:

<table>
<thead>
<tr>
<th>Exhibit</th>
<th>Legal Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Legal Description</td>
</tr>
<tr>
<td>B</td>
<td>Plans</td>
</tr>
<tr>
<td>C</td>
<td>No Trespass Agreement</td>
</tr>
</tbody>
</table>

I. **Venue:**

   Jurisdiction and venue for any dispute arising out of relating to the terms of this Agreement, the zoning or restrictions imposed hereunder, the development of the Property or otherwise relating to the relationship of the Parties or contents hereof shall have its jurisdiction and venue exclusively fixed in the Twenty-Third Judicial Circuit, DeKalb County, Illinois, and the parties expressly and intentionally waive the right to pursue claims in any other jurisdiction or venue.
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written and, by so executing, each of the Parties warrants that it possesses full right and authority to enter into this Agreement.

CITY:

CITY OF DEKALB, an Illinois Municipal corporation

By: John A. Rey

Attest: __________________________

John Rey, Mayor

City Clerk

OWNER:

UNIVERSITY PLAZA APARTMENTS, LLC, an Alabama Limited Liability Company

By: __________________________

Attest: __________________________
FINAL 08.29.14

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written and, by so executing, each of the Parties warrants that it possesses full right and authority to enter into this Agreement.

CITY:

CITY OF DEKALB, an Illinois Municipal corporation

By: ____________________________  Attest: ____________________________
    John Rey, Mayor  City Clerk

OWNER:

UNIVERSITY PLAZA APARTMENTS, LLC, an Alabama Limited Liability Company

By: ____________________________  Attest: ____________________________

Page 28 of 32
PARCEL 1

Part of Lot One (1) of the Crane Subdivision on part of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section Fifteen (15), Township Forty (40) North, Range Four (4) East of the Third (3rd) Principal Meridian, DeKalb County, Illinois, according to the plat thereof recorded in Book "N" of plats, page 43, described as follows: Commencing at the Southeast corner of Lot One (1) of the Crane Subdivision; said Southeast corner being a point on the Westerly right-of-way line of Russell Road; thence Westerly along the South line of said Lot One (1), a distance of 333.0 feet for a Point of Beginning; thence Northerly perpendicular to the last described course, a distance of 384.0 feet to the North line of said Lot One (1); thence Westerly along the North line of said Lot One (1), a distance of 771.6 feet; thence Southerly perpendicular to the last described course, a distance of 384.0 feet to the South line of said Lot One (1); thence Easterly along the South line of said Lot One (1), a distance of 771.6 feet to the Point of Beginning, situated in the City of DeKalb, DeKalb County, Illinois.

PARCEL 2

Lot One (1) of Crane Subdivision on part of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section Fifteen (15), Township Forty (40) North, Range Four (4) East of the Third (3rd) Principal Meridian, according to the plat thereof recorded May 27, 1965 in Book "N" of Plats, page 43 as Document Number 327016, in DeKalb County, Illinois excepting therefrom part of Lot One (1) of the Crane Subdivision on part of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section Fifteen (15), Township Forty (40) North, Range Four (4) East of the Third (3rd) Principal Meridian, DeKalb County, Illinois, according to the plat thereof recorded in Book "N" of Plats, page 43, described as follows:

Commencing at the Southeast corner of Lot One (1) of the Crane Subdivision; said Southeast corner being a point on the Westerly right-of-way line of Russell Road; thence Westerly along the South line of said Lot One (1), a distance of 333.0 feet for a Point of Beginning; thence Northerly perpendicular to the last described course, a distance of 384.0 feet to the North line of said Lot One (1); thence Westerly along the North line of said Lot One (1), a distance of 771.6 feet; thence Southerly perpendicular to the last described course, a distance of 384.0 feet to the South line of said Lot One (1); thence Easterly along the South line of said Lot One (1), a distance of 771.6 feet to the Point of Beginning, situated in the City of DeKalb, DeKalb County, Illinois.
Group Exhibit B: Plans

(Attached)
Final 08.29.14

Exhibit C: No Trespass / Patrol Agreement

Common Area Patrol / No-Trespass Enforcement Agreement

Property Address: ____________________________

Commonly Known As: ____________________________

Property Owner: ____________________________

Contact #: ____________________________

Property Manager: ____________________________

Contact #: ____________________________

24 Hour Contact #: ____________________________

This Common Area Patrol / No-Trespass Enforcement Agreement ("Agreement") is entered into by and between the Owner of the Property identified above ("Owner" and "the Property") and the City of DeKalb ("City"). Under the terms of this Agreement, the Owner expressly authorizes and requests that the City utilize its Police Department and City Employees to undertake the following actions:

- **No-Trespass Warnings and Arrests:** The Owner appoints the City of DeKalb, its employees and agents, as an agent of the Owner, authorized and requested to undertake any actions which the Owner could lawfully take with regard to persons present on any public or private area of the Property. The City’s personnel shall be deemed to be representatives of the Owner for purposes of enforcing no-trespass laws and ordinances and signing and testifying with regard to related complaints only. This includes providing no-trespass warnings, verbal or written, to any person on the Property other than a tenant of the Property. The City shall also be authorized to sign complaints, serve as complaining witness, and arrest or cite any person who has violated such a no-trespass warning, or who remains on the Property after being asked to leave. The City has the complete authority to enforce any State Statute or City Ordinance relating to trespass. The City shall maintain accurate records of all persons who have been advised not to trespass on the Property.

- **Patrol Common Areas:** The City, its employees and agents are authorized and requested to enter into any common area of the Property that is accessible either to the public or to tenants of the Premises, including parking lots, open spaces, common hallways, gathering areas, or other similar common areas of the Property, for purposes of patrolling, observing, and enforcing the Codes and Ordinances of the City of DeKalb or any applicable State Statutes. For purposes of this Agreement and any charges arising out of the City’s activities on the Property, the City and its personnel shall be deemed to have been invited upon the common areas of the Property. Notwithstanding the foregoing, this shall not constitute authority for the City to enter into tenant private areas (e.g. individual tenant apartments or individual tenant businesses) without required legal authority (such as a search warrant, probable cause, exigent circumstances, etc. where required). The City is authorized to sign complaints, serve as complaining witness, and arrest or cite any person who has violated a State Statute or City Ordinance.
Report Cars for Relocation: Owner employs the entity described at signs posted at the Property for purposes of relocating unlawfully parked cars from the Property. The City is authorized and requested to contact the tow relocator to report any vehicles on the Property that appear to be unlawfully parked, so that said vehicles may be towed in accordance with applicable regulations.

The Owner agrees that, if necessary, Owner or its authorized representative shall appear at any trial or proceeding arising out of the performance of this Agreement. Owner further acknowledges that the City shall not have any duty to patrol the Property, and that the Owner is responsible for the condition and monitoring of its Property. The City is not undertaking any special relationship with or obligation to Owner, other than the authority to enter the Property’s common areas, and to take the actions outlined above. The City is not an agent or representative of the Owner for any purpose other than having authority to provide warnings or direct persons to leave the Property, and for serving as complaining witness and for signing complaints for legal violations occurring on the Property.

The City agrees that it shall provide notice to the Owner of any legal violations occurring on the Property upon request, and also in accordance with the requirements of City Code.

Owner shall post appropriate signage on the Property advising that its common areas, including but not limited to parking lots and open areas, are posted for No Trespassing, and appropriate signage advising of any parking restrictions for vehicles in its parking lots. Owner is encouraged to post additional signage advising that the Police Department may engage in regular patrols of common areas.

This Agreement shall remain in full force and effect until terminated in writing by either party. Notices shall be delivered to Owner at the address listed above, or to the City at 200 S. Fourth Street, DeKalb, Illinois, 60115, Attention City Attorney.

Agreed this ___ day of ________, 20___.

[Signature]

Owner or Representative:

[Signature]

City of DeKalb:

______________________________
REPORT CARS FOR RELOCATION: Owner employs the entity described at the Property for purposes of relocating unlawfully parked cars from the Property. The City is authorized and requested to contact the tow relocator to report any vehicles on the Property that appear to be unlawfully parked, so that said vehicles may be towed in accordance with applicable regulations.

The Owner agrees that, if necessary, Owner or its authorized representative shall appear at any trial or proceeding arising out of the performance of this Agreement. Owner further acknowledges that the City shall not have any duty to patrol the Property, and that the Owner is responsible for the condition and monitoring of its Property. The City is not undertaking any special relationship with or obligation to Owner, other than the authority to enter the Property's common areas, and to take the actions outlined above. The City is not an agent or representative of the Owner for any purpose other than having authority to provide warnings or direct persons to leave the Property, and for serving as complaining witness and for signing complaints for legal violations occurring on the Property.

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This Agreement shall remain in full force and effect until terminated in writing by either party. Notices shall be delivered to Owner at the address listed above, or to the City at 200 S. Fourth Street, DeKalb, Illinois, 60115, Attention City Attorney.

Agreed this ___ day of __________, 20__.

Owner or Representative:

______________________________

City of DeKalb:
UNIVERSITY PLAZA REDEVELOPMENT PROJECT

900 Crane Drive
DeKalb, IL

PROJECT #: 1403
# UNIVERSITY PLAZA REDEVELOPMENT PROJECT
900 Crane Drive  
DeKalb, IL

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<th>date</th>
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<tr>
<td>APPENDIX C: PARKING LOT DOCUMENTATION PHOTOGRAPHS</td>
<td>3 pages</td>
<td>6/27/2014</td>
</tr>
</tbody>
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**DRAWINGS:** (All drawings are dated 8/18/2014, with the exception of original 1965 documents.)

- T100 TITLE SHEET, PHASING DIAGRAM

**CIVIL:**
- C100 OVERALL EXISTING SITE & DEMOLITION PLAN
- C101 EXISTING SITE & DEMOLITION PLAN
- C102 EXISTING SITE & DEMOLITION PLAN
- C103 OPTION #3 PROPOSED SITE PLAN
- C104 OPTION #3 SITE PLAN - WEST
- C105 OPTION #3 SITE PLAN - EAST
- C106 OPTION #3 SITE PLAN - SOUTH
- C107 COURTYARD GRADING PLAN
- C108 GRADING DETAILS
- C109 DETAILS
- C110 DETAILS

**LANDSCAPING:**
- C- 1965 ORIGINAL SITE DESIGN - WEST HALF
- C- 1965 ORIGINAL SITE DESIGN - EAST HALF

- L100 EXISTING TREE PRESERVATION AND DEMOLITION PLAN
- L101 EXISTING TREE PRESERVATION AND DEMOLITION PLAN
- L102 OPTION #3 PLANTING PLAN OVERALL CONCEPT
- L103 OPTION #3 PLANTING PLAN
- L104 OPTION #3 PLANTING PLAN
L105 DETAILS

ARCHITECTURAL:
D100 EXISTING CONDITIONS BASEMENT FLOOR PLAN
D110 EXISTING CONDITIONS FIRST FLOOR PLAN
D120 EXISTING CONDITIONS TYPICAL 2ND - 8TH FLOOR PLAN
A110 PROPOSED FIRST FLOOR PLAN - NORTH ENTRY OPTION
A120 PROPOSED TYPICAL 2ND - 8TH FLOOR PLAN
A121 TYPICAL 2ND - 8TH FLOOR PLAN 1/8" SCALE
A201 EXTERIOR ELEVATIONS
A202 EXTERIOR ELEVATIONS
A203 EXTERIOR ELEVATIONS
A204A EXTERIOR PERSPECTIVES - CENTRAL ENTRY OPTION
A204B EXTERIOR PERSPECTIVES - NORTH ENTRY OPTION
A205 EXTERIOR PERSPECTIVES
A206 EXTERIOR PERSPECTIVES
NARRATIVE

It is with great excitement that we present the following proposal for the University Plaza Redevelopment Project to the Planning Commission and the City of DeKalb. This project represents a major reinvestment in our community and in one of the largest structures in DeKalb. This project will transform a fifty year old property with facilities that are in decline and business model that is no longer sustainable. Approval of this planned development agreement will allow 290,000 sq. ft. of residential space to thrive for many decades to come.

TEAM MEMBERS:

<table>
<thead>
<tr>
<th>Developer:</th>
<th>Capstone Real Estate Investments, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>402 Office Park Drive, Suite 150</td>
</tr>
<tr>
<td></td>
<td>Birmingham, AL 35223</td>
</tr>
<tr>
<td></td>
<td><a href="http://www.capstonerealestateinvestments.com">www.capstonerealestateinvestments.com</a></td>
</tr>
</tbody>
</table>

Capstone Real Estate Investments, LLC focuses on acquiring and repositioning strategically located, off-campus apartment communities, which are physically and/or operationally under-performing. Through the use of a value-add renovation program and Capstone’s operating expertise, they reposition these properties as attractive, well managed student housing communities.

<table>
<thead>
<tr>
<th>Market Analysis:</th>
<th>Danter Company, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2760 Airport Drive, Suite 135</td>
</tr>
<tr>
<td></td>
<td>Columbus, OH 43219</td>
</tr>
<tr>
<td></td>
<td><a href="http://www.danter.com">www.danter.com</a></td>
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</table>

Danter Company, LLC is a national real estate research firm providing market and demographic information for builders, lenders, and developers in a variety of commercial markets. Danter Company, LLC has completed over 17,000 studies in all 50 states, Canada, Puerto Rico, the Virgin Islands, and Mexico.
INTRODUCTION, PROPERTY HISTORY AND FUTURE OPERATING STRATEGY

Capstone is a closely-held, private, multi-generational real estate development and management company that solely and exclusively focuses on student housing opportunities across the United States. Based in Birmingham, Alabama the firm has a development portfolio
of over $2.9 Billion, representing 65,000+ beds and more than 120 projects developed for over 55 university partners, Capstone has established itself as an industry leader in student housing development and management on and near university campuses across the United States. With our extensive corporate history of developing and managing in university markets across the U.S. both on and off-campus, we began to see another niche in the student housing market that we could fill – the acquisition and repositioning of existing off-campus student housing communities in prime near-campus locations that are either physically or operationally underperforming, or both. Through this business we transform these assets into renovated and renewed properties which will produce profitable income streams, create valuable assets, enhance the living experience of the residents, revitalize the surrounding neighborhood and community at large, and increase and improve the number of off-campus living options available to university students.

Capstone realized the opportunities were almost endless for acquisition and renovation projects as there are many older, structurally sound properties in prime, near-campus location in university markets across the country. Capstone formed what is now known as Capstone Real Estate Investments (CREI) division in 2007. This division focuses exclusively on acquisition and renovation opportunities. Since that time CREI has completed numerous projects and have many more currently in various stages of acquisition and renovation. These projects constitute over $250 Million in project value and have employed a variety of financial structures ranging from the use of conventional debt and equity to the issuance of tax exempt bonds. We feel that the combination of Capstone’s development and management expertise within the student housing sector combined with its ability to employ a wide range of ownership and financing structures offers a competitive advantage when seeking to acquire and reposition properties within collegiate housing markets, just like University Plaza.

University Plaza is a prime example of a well located, well-built property in excellent location relative to the Northern Illinois University campus core. The property, in fact, enjoys a better location to campus than many of the on-campus located facilities. This location makes the property very desirable and very pedestrian friendly.

The property was originally constructed as a private dormitory in 1965 by Crane Construction Company of Chicago. The Crane family was then and continues to this day to be the majority owner of the property. When constructed, the property is said to have been the largest private dormitory in the United States. The original plan called for an additional two towers (not constructed) that when combined with the current two towers would have totaled four residential towers each connected to the existing central building that contains a cafeteria. As such each current dormitory room is fairly sparse, rather institutional and only contains bedroom and bathroom. While the property in its entirety was very well engineered and constructed emphasis, like many buildings of its era, was not placed on what would now be considered “modern conveniences”. Each room was designed to house double, triple or
quad occupancy in very tight bedrooms where each occupant is provided a very standard twin bed. This multi-occupant condition continues currently at University Plaza. Since no unit is equipped with a kitchen or even a microwave, all residents are currently required to purchase a meal plan with the on-site cafeteria. Cafeteria hours oftentimes do not coordinate well with student behavior and lifestyles and as such it is much preferred by student residents to have the ability to cook and store food in their own unit to consume on their individual schedule. Additionally, it is much more desired by student residents to have their own, private, bedroom with a larger than twin sized bed.

Capstone’s redevelopment plan for University Plaza is to transform the existing building structure into a more modern and desired apartment-style student oriented residential community to be known as University Plaza Apartments. We will reduce the allowed density of the property and will primarily provide private one and two bedroom apartments each containing private bedrooms and each unit will contain its own kitchen. A more detailed description of our planned renovations is provided in this package.

Operationally, we will no longer need to provide cafeteria service to our student residents since each unit will contain a kitchen. The cafeteria space will be transformed into a small number of residential units and will primarily become home to resident amenities which will include: fitness room, yoga and fitness class studios, tanning facility, game room, business center, private study and group conference rooms to name a few.

As Capstone is exclusively a student housing management company it should be noted that all marketing will be strictly targeted to student residents. Our business model requires each occupant to enter into a Lease Agreement by the bedroom and is not a conventional leasing model that is entered into at the unit level with a conventional joint and severable Lease Agreement. Each resident of University Plaza Apartments will typically be required to also provide a parental guarantee in order to provide financial responsibility for all Lease obligations. This model is a student model our resident profile is strictly student and our structure does not lend itself to conventional or market rate apartment demographic.

**OWNERSHIP TRANSITION:**

To facilitate this renovation and repositioning Capstone intends to enter into a partnership with the original and current ownership entity of University Plaza. Capstone will become property manager of the facility effective as of the Fall academic semester start in August of 2014. Capstone will act as developer during the property’s construction and renovation activities and upon completion will continue in the role of property manager going forward. University Plaza Apartments will become the newest addition to the Capstone Real Estate Investment managed portfolio. We are very excited about the renovation and transformation of University Plaza and the future and vitality of University Plaza Apartments. We are very pleased to present our more detailed redevelopment plan contained within this package.
MARKET ANALYSIS:

Capstone engaged The Danter Company of Columbus Ohio to conduct a comprehensive Market Survey and analysis of our proposed renovation plans, scope and post-renovation product offering versus other offerings in the DeKalb market.

The market analysis included the following elements.

- **Field Survey** of modern apartments includes a cross-analysis of vacancies by rents, a survey of unit and project amenities, and a rent/value analysis.

- **Area Housing Analysis** of housing demand that includes a study of support by both growth and internal mobility and existing housing using the most recent census material.

- **Profile Data Case Studies** of student-oriented housing projects at universities and colleges throughout the country. This information, which included questions regarding unit size and features, project amenities, roommate preferences, rent, student profiles, and residing characteristics, is incorporated into the analysis and report.

- **University Profile** includes Interviews with university officials and includes general information, housing characteristics, enrollment, a profile of the student body, tuition and fees, available transportation, and review of area attractions.

- **Economic Analysis** of Major employers, utilities, banks, savings and loans, and media that serve the area are listed in the study. The information gathered was used to create a Community Services map showing school, shopping, and employment areas in relation to the proposed site.

- **Demographic Analysis** includes an analysis of demographic characteristics of the student population and identifies any trends that may impact the development of student housing at the subject site. Enrollment trends have also been evaluated.

- **Key Interviews** regarding the perception of housing, recent development trends, planned and proposed developments and local conditions were conducted with city and county officials, area property owners and developers, major employers and human resource directors, major institutions such as schools and hospitals and real estate professionals.

Danter and Capstone have worked together on numerous projects over many years and their specialization in student oriented housing analysis is well regarded in the industry. Their conclusion is that our planned renovation and offering to student residents upon completion of the redevelopment should be well supported and economically viable and successful.
ORIGINAL DESIGN CONCEPT:

The original 1965 building features two-eight story residential towers connected to the central building by enclosed pedestrian walkways. The building structure is an exposed concrete frame with infill of white glazed brick and operable clear anodized aluminum windows. The lower level of each tower is set back 6'-0" from the concrete piers and is faced with a dark charcoal colored glazed brick and clear anodized aluminum storefront type windows. The effect of this design makes the towers appear to float above the ground. Historically, modernists wanted to maximize the amount of open space and allow the natural landscape to extend beneath the building.

A typical residential floor was designed to have seventeen two-bedroom units and one one-bedroom unit. A typical unit includes a bathroom and walk in closet, but no living room or kitchen. The development was originally designed for double-occupancy (two beds) in each bedroom. Two stairwells provide exiting from each floor. The first floor of each tower has a two bedroom apartment as well as a one bedroom apartment for Resident Assistants (RA’s.)

The two residential towers share the central building which is a single story with a full basement. The first floor of the central building includes a full cafeteria and commercial kitchen which provides meals throughout the day. There are also banquet rooms, administration offices, lounges, a business center with computers and recreation space. The lower level of the central building features a fitness center and weight room, a pool with locker facilities, mechanical rooms and storage.

The building is currently a licensed Rooming House with a maximum occupancy of 1100 residents. (Refer to Occupancy Data, Appendix A)

Although the building was a shining example of mid-century design in 1965 the residential units have become dated and less desirable to potential residents. Lighting and finishes within common spaces are drab and in need of replacement.
The existing site design does not provide sufficient screening of refuse containers which are located on the north side of each of the towers. Small dumpsters on wheels are pulled into a small rubbish room and then pulled out and parked under the overhang.

Figure 1: Views of north side of North Tower, unscreened dumpsters

Figure 2: Views of north side of South Tower, screened dumpsters

**NEIGHBORHOOD INFLUENCES:**

Northern Illinois University recently shared a new bold vision for the campus. These ideas were documented in “A Campus: RE: Envisioned – A Thesis on What is Possible at Northern Illinois
University. Within this document, NIU presents eight bold ideas with a focus on creating an engaging and walkable community for NIU and the surrounding neighborhood.

University Plaza is within ten minutes walking distance of nearly the entire NIU campus, with exception of the western zone around the Convocation Center. Our vision is to redevelop the existing property so that it will be an attractive and engaging residence for NIU students for many decades to come.

**BUILDING DESIGN CONCEPT:**

The new design will dramatically transform the interior of the entire complex. (Refer to Drawings A110, A120.) The dormitory levels of the towers (2nd – 8th floors) will be remodeled to create nine two-bedroom apartments and eleven one-bedroom apartments. Each apartment will include a living room, kitchen, bedroom(s) and bathroom. The footprint of the first floor of each tower building will be expanded to align with the second floor above. This will add approximately 5,000 s.f. to each tower and allow us to create sixteen additional apartments on the first floor of each tower. (Refer to Drawings A110 and A120.)
The first floor of the central building will also be significantly altered. The fitness center and aerobic rooms will be moved up from the lower level and anchor the east half of the floor plan. The fitness center will be ringed with ten double-occupancy apartments. New windows will be added to the perimeter of the building to provide light and ventilation into these apartments.

The west half of the central building will feature a dramatic new entry that will anchor the west façade and provide a prominent front door to the complex. We are considering two options for this new entry feature. One option would be located on the northwest corner of the central building. The other option for the new entry would be on the axis of the complex centered between the towers. We have described both of these options on the drawings and respectfully request that the design team be allowed to select the option that best meets the client’s needs. A new reception space will be relocated immediately inside of the new entry to provide security and watchful eyes at this new entry. All other entry doors will require key card access to the building.

The new design of the complex will reduce the possible number of residents from 1100 down to 496.
EXISTING SITE

Situated on eleven acres of property the site is bordered by Annie Glidden Road to the west, Crane Drive to the north and Russell Road to the east. Immediately north of University Plaza are the University Village apartments and Welsh Park. East of the property are single family homes. South of the property lies Immanuel Lutheran Church. West of the property is the NIU New Residence Hall.

The proposed transformation of the property from dormitory (Rooming House,) to apartments through the PDR process is in keeping with the current zoning for the property of MFR2.
The property itself (900 Crane Drive,) is essentially organized in three sections: To the west is the main parking lot, in the center of the property is the building, and to the east is open space including a baseball diamond and sand volleyball court. A walkway stretches from Annie...
Glidden to Russell along the south edge of the property and is heavily used by the residents to reach NIU and nearby businesses.

Figure 6: Aerial View, 900 Crane Drive

SITE DESIGN CONCEPT:

One of the main goals of the new landscaping and hardscape improvements for the project is to increase visibility and the attractiveness of University Plaza. We propose to add new
landscaping along both Annie Glidden Road and Crane Drive to meet the UDO landscape requirements for parking lot perimeter. The design will also feature three flagpoles between the parking lot and the public walk and on axis with the building. We also propose to add additional trees to existing empty parking lot islands thereby further reinforcing the main axis and view toward the building with a splash of color.

A new monument sign will anchor the northwest corner of the property to identify the development and direct visitors to the appropriate entry point. Additional directional signage will identify the main entry and receiving parking lots along Crane Drive. A second smaller monument sign is planned for the northeast corner of the property at Crane Drive and Russell Road.

The west courtyard between the two towers will be dramatically transformed. Sidewalk, curb and paving will be reconfigured and graded to provide fully accessible routes for visitor to the building. Older overgrown trees and vegetation will be removed. New trees and materials will focus attention to the new main entry which is being added to the building.

In keeping with our intention to promote a community that is less dependent upon the automobile, we are providing bike racks throughout the site.

Through multiple discussions with City Staff we have settled on Option #3 of our site design which also features the following improvements:

- **Landscape Strips**: Two large landscape islands will be provided in the west parking lot.
- **Pedestrian crosswalk improvements at the corner of Annie Glidden Road and Crane Drive**: Crosswalk striping will be provided as well as flashing, solar powered pedestrian crosswalk signs.
- **South Walk Path**: A new paved sidewalk with lighting will be provided south of the University Plaza property to connect to the parking lot of Village Commons Bookstore. This work is contingent upon the City of DeKalb obtaining easements from the appropriate property owners. The path would be maintained by University Plaza.
- **Lighting throughout the University Plaza property would be brought up to meet the UDO code requirements for parking and pedestrian areas.**
- **The open green space at the east end of the property would be land-banked for future parking and storm detention should the threshold be met to trigger the construction of additional parking.**
The zoning ordinance would require 672 parking spaces for a typical new development. The reality of the project is that we do not need this parking. The Historical Parking Data that University of Plaza has provided documents that the existing parking has been more than sufficient. To park within University Plaza property, one must apply for a parking permit. This process has allowed us to provide accurate documentation of how many students actually have a car on campus. Currently only 36% of the residents have a car, with many of the residents being international students.

Through discussion with City Staff and as outlined in the development agreement, the Applicant has agreed to provide land banking for future parking that would create an additional 203 parking spaces.

**PARKING POLICY:**

University Plaza has historically operated with a firm parking policy and it is Capstone’s intention to have strict control over parking on the property as well. In order to park a vehicle in the parking lot itself a Resident will apply for a Parking Permit. Upon paying a $50 annual permit fee they will be issued a sticker to be placed on the windshield of their vehicle. This sticker will be registered to the Resident’s vehicle and will be valid for a one year period. University Plaza staff will check the parking lot multiple times daily for any unauthorized (vehicles without stickers) vehicles and will promptly have any such vehicle towed. Additionally, our towing company vendor will also patrol the property and tow unauthorized vehicles. A visitor parking pass (good for 24 hours) will be issued to a Resident upon payment of a fee and will restricted

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**Figure 7: Parking Data (from Appendix A: Project Data)**

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---

**Table: Parking Data**

<table>
<thead>
<tr>
<th></th>
<th>Existing</th>
<th>Required per MFR2</th>
<th>Proposed Option #3</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard Stalls</td>
<td>454</td>
<td>658</td>
<td>398</td>
<td>60% provided</td>
</tr>
<tr>
<td>Handicapped Stalls</td>
<td>8</td>
<td>14</td>
<td>9</td>
<td>64% provided</td>
</tr>
<tr>
<td>Total Stalls</td>
<td>462</td>
<td>672</td>
<td>407</td>
<td>61% provided</td>
</tr>
</tbody>
</table>

(1 per resident + 1 per employee + 5 per apt. unit)

| Future Parking | 203 |
| Future Total Parking | 610 |

PARKING SPACES/RESIDENT

<table>
<thead>
<tr>
<th></th>
<th>Existing</th>
<th>Required</th>
<th>Proposed</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parking Spaces/Resident</td>
<td>0.44</td>
<td>1.35</td>
<td>0.82</td>
<td>86% increase</td>
</tr>
</tbody>
</table>

(Does not include future parking spaces)

**Historical Parking Data**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Parking Permits</td>
<td>304</td>
<td>277</td>
<td>217</td>
<td>199</td>
<td>173</td>
</tr>
<tr>
<td>% of Residents with Parking Permits</td>
<td>56%</td>
<td>48%</td>
<td>42%</td>
<td>46%</td>
<td>36%</td>
</tr>
</tbody>
</table>
to a certain number of spaces. The parking facility will never be oversold and will be strictly limited to the total number of parking spaces provided for thereon.

**OCCUPANTS:**

It is important to understand how the number of occupants will change with this redevelopment. The current facility has 1048 beds and is licensed for 1100 residents. The new design would have 496 residents. The current facility also has banquet facilities that are rented for business events and receptions. This facility can host 452 guests. This function will be eliminated with the proposed design. University Plaza currently has 45 employees plus 44 part-time student employees. This number is expected to be reduced to 9 full time employees plus 6 student employees.

*Overall, this would be a net result of over 1000 potential occupants to the facility, or a 67% decrease.*

<table>
<thead>
<tr>
<th>OCCUPANCY DATA</th>
<th>EXISTING</th>
<th>REQUIRED per MFR2</th>
<th>PROPOSED</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Units</td>
<td>284</td>
<td>322</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3-Bedroom Units</td>
<td>0</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2-Bedroom Units</td>
<td>240</td>
<td>147</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1-Bedroom Units</td>
<td>44</td>
<td>171</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bedrooms</td>
<td>524</td>
<td>477</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Beds (Total Residents Possible)</td>
<td>1048</td>
<td>496</td>
<td>53% decrease</td>
<td></td>
</tr>
</tbody>
</table>

*Note: (9) 2-Bedroom and (1) 1-Bedroom Units are double occupancy*

<table>
<thead>
<tr>
<th>Banquet Facilities</th>
<th>3167 sq. ft. @ 7 sq. ft. / person</th>
<th>452</th>
<th>0</th>
<th>100% decrease</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Employees</th>
<th>Full-time &amp; Part Time Office and Maintenance Staff</th>
<th>17</th>
<th>9</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Food Service Employees</td>
<td>28</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Part-time Student (Resident) Employees</td>
<td>44</td>
<td>6</td>
<td></td>
</tr>
</tbody>
</table>

*Note: Student Resident Employees are included in Bed Count above.*

**TOTAL OCCUPANTS**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1545</td>
<td>511</td>
<td>67% decrease</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Figure 8: Occupancy Data from Appendix A: Project Data**

**SCHEDULE:**

We are expecting to phase the project in over the next year as follows:

- **Phase 1:** South Tower  
  August – December 2014
- **Phase 2:** North Tower and East Central Building  
  January 2015 – May 2015
- **Phase 3:** West Central Building  
  June 2015 – August 2015
- **Phase 4:** Balance of Landscaping  
  August 2015 – October 2015
It is important that the project move forward with this schedule so that we work within the educational calendar of the University. Current residents will occupy the tower that is not under construction. Cafeteria facilities will remain in place until students have access to the new apartments with kitchens. Landscaping and site improvements will proceed as the building construction will allow, with all improvement expected to be complete by winter of 2015.

Figure 9: Phasing Plan

REQUESTS FOR VARIANCE

Our intent with the design for the redevelopment of University Plaza is to upgrade the site amenities to meet current zoning ordinance requirements. After review with City Staff over the past months we have met nearly all of their requests to meet the UDO. The following variance requests remain:

PARKING LIGHTING VARIANCES

1.) (10.05.01,2,a) Residential lighting of parking lots: Lights shall be not more than 15’ in height in residential zoning districts. We have committed to meet the UDO requirements for lighting levels of 1.5-2.0 footcandles for pedestrian and parking areas. We request that existing 30’ poles in the west lot be allowed to remain and that 30’ poles be allowed for any additional lighting that is required to meet the lighting requirements. The 30’ height of these fixtures is in keeping with the scale of the project and is appropriate for the project.

LANDSCAPE VARIANCES
2.) (12.04.6,b) **Landscape Strips**: Provide 1 landscape strip per 4 rows of parking. We request a variance to allow us to shift the required landscape strip one aisle to the west to align with the west entry from Crane. Although it creates five rows of parking on side of the strips, it provides a safer entry sequence for the parking lot and shifts more parking closer to the building.

**PARKING VARIANCE**

3.) (12.08.06) **Off Street Parking Requirements** – Residential: 1 parking space / bedroom plus 0.5 space per unit. We request a variance to allow for us to provide **407 current parking spaces with land banking for an additional 203 parking spaces**. University Plaza has a long history of serving the off-campus student population of Northern Illinois University. The facility’s proximity to campus makes it an attractive residence for students without vehicles who would prefer to walk or ride their bicycle. The parking policy of University Plaza will assure us that all parking needs of the residents and staff will be met by the proposed **407 parking spaces**.

We have provided historical and photographic evidence that parking requirements for this facility will be well met by the design. The zoning ordinance requirements in this case are not applicable and represent a waste of investment, a waste of energy, and a reduction in landscape areas that are an important amenity to University Plaza and the neighborhood. (Refer to Appendix A – Project Data and Appendix C: Parking Lot Photographic Documentation.)

**SIGNAGE VARIANCES**

4.) (13.06.1,a) **Permitted sign**, Residential District: one non-illuminated ground sign not exceed 6 sq. ft. in area nor 6 feet in height. We request a variance to allow for (2) externally illuminated ground signs, not to exceed 40 sq. ft. in area nor 7'-0” in height. University Plaza currently has two existing ground signs near the locations that we are proposing. Given the scale of the building and the development, we believe that a sign in keeping with commercial scale projects fits with the design of the property and will provide the visibility the project requires.

5.) (13.06.1,a) **Permitted sign**, Residential District: one non-illuminated wall sign not exceed 6 sq. ft. in area nor 6 feet in height. We request a variance to allow for (2) wall signs, not to exceed 40 sq. ft. in area nor 4'-0” in height. One sign would be internally lit at the main entry, and the other sign
would be externally lit and mounted to the west façade of the north tower. University Plaza sits 534 ft. from Annie Glidden Road. The proposed signs are in keeping with the scale of the project and provide attractive, legible branding for the property.

TELECOMMUNICATION VARIANCE
6.) We request that all existing variations for telecommunication service antennas and equipment remain in place pursuant to the original agreement. The existing equipment has been reviewed and is in compliance with mounting requirements to stay below the top of the roof parapet. No expansion of the existing equipment is contemplated.

SUMMARY

We believe upon review of these documents that our proposal will be found to be attractive and in keeping with the mission of the Planning Commission and the City of DeKalb to promote a vibrant, pedestrian-friendly thriving community.

This project will transform a fifty year old property with facilities that are in decline and business model that is no longer sustainable. Approval of this planned development agreement will allow 290,000 sq. ft. of residential space to continue offer excellent residential accommodations to students for many decades to come in the future.

We look forward to further conversations and your questions.

Sincerely,

Lisa F. Sharp
Lisa F. Sharp
Sharp Architects Inc.

John F. Chapman
John Chapman
Capstone Real Estate Investments
UNIVERSITY PLAZA REDEVELOPMENT PROJECT
900 Crane Drive
DeKalb, IL

Revised 8/18/2014: Additional comments shown in bold, blue font.

ADDENDUM

We had the opportunity to present the project to City of DeKalb staff including the City Manager, Planning, Economic Development, Police, Fire, Public Works, and Engineering Departments on June 17, 2014. At the end of our presentation and after a tour of the facility we were presented with a letter from the City outlining concerns.

The discussion below outlines our response to the City comments which are shown in italics. Our response are shown in bold font below.

CITY OF DEKALB CONCERNS

A. Access to all on-site surveillance cameras (remotely) - The City proposes to have a remote linkage to on-site surveillance cameras, enabling them to be accessed from the Police Department. Allowing such a partnership would enable the Police Department to be more active in their responses to the property, and would enable the Department to more effectively address and prevent crime in the area.

University Plaza (UP) would be agreeable to allowing the City of DeKalb Police Department to access its existing surveillance camera system. The use of the system would be subject to a standard indemnification agreement between UP and DPD. We fully support the City and DPD's proactive stance relative to prevention of crime.

B. Police Access Agreement to patrol common areas and hallways with access keys - The City proposes to enter into a site access agreement whereby the Police Department could regularly patrol the parking lot, common areas and hallways of the facility. This approach has been successfully used in other areas of the City and is an effective anticrime tool. The agreement would also address no-trespass warnings and trespass prosecution.

UP would be agreeable to allowing the City of DeKalb Police Department access to enter the premises and common areas within the University Plaza buildings. This access would be subject to an agreement executed between UP and City of DeKalb. We would review the City's standard form agreement currently in use with other property owners.

C. Provide security to patrol parking lot, and to close off to non-residents during high traffic events - In the past, the Plaza has provided a private security force, and the City is hopeful
that this would continue. In addition, during peak-intensity events, the private security force closes the Plaza parking lot to non-residents. This practice of restricting parking lot access helps ensure the security of the Plaza during such events, and also prevents the parking lot from becoming a target for gatherings or unlawful disturbances.

**UP would agree to maintain the private security patrol(s) that have historically been utilized during high traffic events (specifically; homecoming activities, move-in day activities and graduation) which patrol at appropriate times would close the parking lot to non-residents. It is worth noting that, as outlined in our rezoning submittal package, it is our intention to effectively “close” or make off-limits the parking of any vehicle on UP property that is not properly displaying a UP parking permit decal.**

D. Extra lighting, particularly in grass lot to east - The existing facility lighting at the establishment does not provide an appropriately safe environment for residents of the Plaza, particularly given the significant pedestrian traffic departing to the east through the grassed lot. Additional lighting is suggested, along with a photometric plan for the site showing lighting on principal pedestrian access paths.

**UP agrees to conduct a survey of the existing lighting levels on the site. UP will provide a plan for lighting of the principal pedestrian sidewalk paths serving the eastern half of the property that will meet 0.5 footcandle illumination levels.**

**UP has agreed to meet the UDO requirements for illumination throughout the site. UP has requested that 30’ tall existing poles be allowed to remain and that new lighting in the west parking lot be allowed to utilize 30’ poles.**

E. Façade renovation - City staff acknowledges that the structures of University Plaza have been kept in good condition. However, there are reasons to believe that the facades of the buildings should be updated by providing additional windows on the east facades of the north tower and the single story structures to provide for a four-sided architecturally complementary building.

See attached exterior elevations and rendered perspectives which further describe our plans for exterior façade transformation. In concept, we too would like to add windows to the façade of the North Tower. However, due to an existing chimney structure at the east end of the North Tower, this is not possible. Our renovation scope does include pressure washing the existing building’s skin which we believe will refresh the look of the current structure.

As you will note on the attached elevations, we do propose to add a large amount of windows on the eastern façade of the Central building to provide windows to the proposed residential units. Additionally, we believe that our landscape enhancements will further improve the appearance of the complex from Russell Road.
F. Potential for locating a Resident Officer - The DeKalb Police Department has found great success in utilizing its Resident Officer Program. The placement of a resident officer in strategic locations of the City of DeKalb has decreased crime and provides a means for the development to have an officer available as a resource for the residents as well. Given the housing density and unique nature of this development, it may be an ideal location to locate a Resident Officer.

We agree with the City of DeKalb’s recommendation and would enthusiastically welcome the opportunity to become involved in the Resident Officer Program. CREI has utilized similar programs at multiple locations across the country and we feel this could be a win-win situation for both parties. Typically the resident officer would enter into a “Courtesy Officer” Lease Agreement. We can provide a sample of our standard document for review and we would gladly review any Resident Officer Program documentation that the City of DeKalb Police Department can provide.

G. Obtain easement and pave/light walking path to south - A significant component of pedestrian traffic from the site to the south, on a grass pathway that has become heavily worn. This pathway is unimproved, is not snowplowed in the winter, and is not lit. It would be beneficial for the Plaza and adjoining property owners to work together to develop a cross-access pedestrian easement for the installation of a lit, concrete walkway in the location of the current worn path.

UP does agree with the City of DeKalb that improving this existing grass pathway would be an ideal situation. Unfortunately this pathway is not located on property that UP owns or controls. We would propose closing this existing pathway by erecting a fence in the current open space along this property line. This would thereby direct pedestrian and bicycle traffic along the existing sidewalk along the southern property line as it exits onto Russell Road. We believe this remedy would also effectively address the City’s concerns. This work has been added to the civil site plans included with the packet.

UP has agreed to pave and light the pathway south of the property. This work is documented in the attached civil drawings.

H. Fully sprinkle and alarm building - The City's understanding is that, consistent with the applicable codes, the buildings shall fully sprinkled and alarmed.

UP does intend to sprinkle and provide fully monitored fire alarm systems to the building as part of its proposed redevelopment plan.

I. Meet current codes, including for elevators, including IFC 2006. - Again, the City’s understanding is that the building will meet the adopted codes for the City of DeKalb in order to ensure the safety of the residents and the development.
UP agrees that our intent is to meet the 2006 IFC code as well as 2003 IBC requirements. Regarding the elevators specifically, we intend to have the existing elevators surveyed by an independent elevator service. This survey will determine if the existing equipment meets these requirements. The findings of this survey will be reviewed with building department and fire department officials.

J. Evaluate garbage chute design for suitability for full household/cooking waste - The City understands that, even before in-room cooking was permitted, the garbage chutes were subject to blockages from time to time. Expanding the number of kitchens within the buildings will potentially create challenges that may clog or cause the rubbish chute to malfunction. The City would suggest that this issue be evaluated.

UP does acknowledge that garbage chutes are subject to occasional blockages from residents not properly compacting bulk items before placing in the trash chute. UP will implement a resident instruction manual as to how to responsibly dispose of household waste in the trash chute and will provide alternative methods for disposal of bulk items (pizza boxes, etc.). As part of our daily maintenance program UP staff will continuously monitor the trash chute(s) and will insure they are operating properly and without blockage. We have studied the existing conditions and believe that the existing sizing is adequate for our proposed use.

K. Confirm that all tenants are students with valid ID, 1 bedroom/student - The City is very supportive of this suggestion offered by Capstone Real Estate Investments, LLC, and would suggest documenting this restriction in the development documents and zoning approvals.

University Plaza will fully comply with the Federal Fair Housing Act and must adhere to requirements contained therein. The Lease Agreement (Housing Contract,) will require in all instances that there be one lease for each resident. The structure of the lease, the cost, and the amenities offered to residents naturally encourage student occupants. We would not be in a position to require valid student ID as a pre-requisite for rental. We strongly assert that our leasing strategy, resident programs, lease term structure and economic implications of our Lease Agreement will only be attractive to student residents. Additionally, we would offer that of our 6,600 beds currently leased in our total portfolio that approximately 1% of our Lease Agreements are to persons that would not have a valid student ID. Typically these persons in this category would be students that are taking a semester off from school or, a visiting professor that is not currently on a University payroll or the like.

UP has agreed to require student I.D. for all lease holders.

L. Each unit leased as a unit - In order to prevent the facility from becoming akin to a rooming house with cooking facilities in each room, the City suggests that the units be rented as units, whether as single or multi-bedroom, with all tenants on a single lease.
University Plaza understands the City’s desire to prevent additional kitchens or other potentially dangerous situations. UP will have written policies prohibiting cooking equipment to be located anywhere except for the designated kitchen. We believe this will be accomplished via our individual Lease Agreement which also helps to promote this property exclusively for student use. Individual bed leases are a fundamental requirement for differentiating a property as a “purpose built student housing community” and not a standard market rate multifamily community. This change as suggested by the City would not be an option for CREI or any other student housing exclusive operator to operate, manage and finance the property as student exclusive.

M. Occupancy limits for total building occupancy -- The City supports reducing density within the development and therefore will work with the developer to determine what the new occupancy limits for the buildings will become.

We appreciate the City’s support on this matter.

N. Lower level ADA compliant with elevator - The pool and fitness area in the lower level of the building is one of the significant building/development amenities that should not be ignored. The City is supportive of design improvements to allow ADA compliant access to these amenities.

We will work with Doug Gamble with the Illinois Capital Development Board to confirm that amenities on the lower level comply with required accessibility requirements as part of our proposed redevelopment plan. We confirm that we will install whatever requirements are required by law. These possible options would include: ramping, vertical transportation, modifying existing conditions, lifts or similar devices.

O. Stormwater detention on-site - This conversion is being treated as a ‘new use.’ Accordingly, a determination and calculation of how the site handles stormwater must be provided.

Wendler Engineering Services, Inc (Wendler) calculated the areas of the existing surfaces on the site and determined a weighted Composite Runoff Factor “C” on the existing site is 0.58, as shown in the margin of sheet C100, dated 05-08-2014. Wendler also calculated a weighted Composite Runoff Factor “C” for the site based on the proposed site redevelopment as indicated on sheet C103. The post-development C = 0.58, therefore there is no net difference in the amount of runoff from the site when comparing the existing runoff, to the runoff after the proposed redevelopment.

The entire site is approximately 11.1 acres. The surface runoff of the existing buildings and all of the site west of the existing buildings generally drain in a westerly direction to existing storm sewer along Annie Glidden Road. There is a storm sewer catch basin in the existing parking lot near the SW corner of the site. It appears Wamer Engineering designed this catch basin as a storm water control structure with a 4 inch diameter orifice on the outlet side.
The surface runoff from the grass field east of the building generally flows on the existing turf towards storm sewer located on Russell Road. The flow going east of the existing buildings does not appear to be controlled by a detention basin.

Our position is that the existing storm run-off adequate serves the property and will continue to adequately address the needs of the property as our proposed redevelopment adds no additional burden.

We are including sheets from the original Civil Set that reflect the currently existing storm drainage and inlet system in place. This system has worked well without concerns for decades.

P. More parking to east of building to meet minimum standards -The developer needs to provide calculations to show whether the site can meet the minimum requirements of the Unified Development Ordinance (UDO) parking standards. If those standards cannot be met, then a commitment to expand the parking areas (potentially to the eastern lot) should be shown.

Q. Parking lot landscaping and general landscaping -The current landscaping plan does not meet the minimum requirements for parking lot landscaping. The plans should be revised to meet the minimum requirements of the Unified Development Ordinance's landscaping requirements.

In response to items P & Q we have amended both our civil and landscaping drawings included in this presentation.

Option #1: This is our team's proposed plan. We believe the added perimeter landscaping improvements are in keeping with the spirit of the UDO and will further enhance what is already an attractive site. This plan will also allow us to focus financial resources on the building and improve safety for the residents.

Option #1 Future: In addition to our proposed plan Option #1, we have included sheet C104 which describes potential future parking. As is evident, the property can physically accommodate additional parking to meet UDO requirements.

We reiterate, however, that we do not believe that any additional parking is needed based on historical documented evidence, in addition to the results of our local focus group panels as well as our experience with similarly well geographically located residential facilities in other markets. And most importantly, it should be considered that as a part of our redevelopment we are modifying the unit count such that the majority of the units will be 1 bedroom (thus one occupant) units (171 of the 322 total units will be 1 bedroom unit type). Residents in these units will at maximum only have one vehicle each. Also, we believe based on our research that we will have a large international student population which historically do not own vehicles. Our location relative to campus is attractive to these students and others who do not own vehicles.
For all of these reasons we do not propose to construct any additional parking facilities as a part of this redevelopment plan.

We would suggest that if parking remains a concern then we should continue to monitor the parking burden upon completion of the redevelopment and then after 5 years we could decide if additional parking is warranted. Our conceptual plan that is attached does reflect that we would be physically able to add parking that would fully comply with the UDO standards. This plan is divided into multiple phases that could be implemented in the future in the unlikely scenario that monitoring results in additional parking being warranted.

Option #2: Pursuant the request above, we have provided both civil and landscape plans which bring our landscaping into full compliance under the current UDO standards. We strongly request the City to allow a variance in this instance. By providing additional islands and strips we would lose 62 parking spaces. As you know, we are trying to balance the need requirement for parking vs. the requirement for landscaping. We believe that our proposed plan (Option #1) presents a design that complies with the spirit of the UDO requirements and screens our parking facility from view from all major streets.

Option #3: As an alternative to Option #2, we would suggest that the landscape strips be shifted one aisle to the west. Functionally we believe this layout would provide a safer entry from Crane Drive and keep more parking closer to the building. Again we believe that our proposed plan (Option #1) presents a design that complies with the spirit of the UDO requirements and screens our parking facility from view from all major streets.

Pursuant to meetings with City Staff, University Plaza has agreed to meeting the design requirements of Option #3. This is the only design we are currently sharing with City Council.

R. Limit for cell antennas -The use of the penthouses as bases for cellular antennae has diminished the overall sight lines and view sheds for the surrounding property owners. The City suggests incorporating screening elements on all current or prospective cellular or antennae equipment proposed to be mounted to the structure.

We understand the City’s concern and desire to regulate this improvement. Our position is that the current antenna installment on this building has been handled in a reasonable and neat manner unlike other installations located elsewhere in DeKalb. We would agree that any new potential agreements with additional carriers moving forward would include the provision of screening of their equipment.

S. Garbage enclosure appearance standards –In keeping with best design practices, the City recommends that the garbage enclosure be constructed of materials that match the building, rather than being a 'fenced' enclosure.
We are amenable to using masonry construction of the garbage enclosures to coordinate with the construction materials of the building. The drawings have been amended to meet this request.

**EXTERIOR ELEVATIONS & ENTRY OPTIONS**

Enclosed in this amended packet are exterior elevations and rendered perspectives of the project. Considerable change will happen at the first floor of both towers as the footprint expands to the perimeter of the structure. Our design is in keeping with the mid-century modernist feel to the complex. We believe the perspectives in particular document attractive changes to the building.

One design feature is still under review by the Owner and design team: the new main entry to the building. One of the concerns that was initially highlighted by Capstone was that there is not currently a clear or definitive main entry to the building. Option #1 site plans describe a new Main Entry on the northwest corner of the central building. As our designs have progressed we have begun to consider shifting this entry to the central axis of the building.

We request that the City allow us to further develop both concepts to determine which is the most functional and cost-effective use of the Owner’s investment. We have shown perspectives of both options on sheets A204A and A204B.
APPENDIX A:
PROJECT DATA

UNIVERSITY PLAZA REDEVELOPMENT PROJECT
900 Crane Drive
DeKalb, IL
## APPENDIX A: PROJECT DATA

**UNIVERSITY PLAZA REDEVELOPMENT PROJECT**

900 Crane Drive  
DeKalb, IL  
Parcel # 08-15351-001

### SITE DATA

<table>
<thead>
<tr>
<th></th>
<th>EXISTING</th>
<th>REQUIRED per MFR2</th>
<th>PROPOSED OPTION #3</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site Area</td>
<td>485,612 sq. ft. 11.148 acres</td>
<td>485,612 sq. ft. 11.148 acres</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Front Yard Setback - Annie Glidden Road</td>
<td>534.07 ft. 41 ft.</td>
<td>534.07 ft.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Side Yard Setback - Crane Drive</td>
<td>38.84 ft. 21 ft.</td>
<td>38.84 ft.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rear Yard Setback</td>
<td>347.72 ft. 46 ft.</td>
<td>347.72 ft.</td>
<td>Based on building height of 77 ft.</td>
<td></td>
</tr>
<tr>
<td>Building Coverage (including overhangs)</td>
<td>63,486 sq. ft. 13.07%</td>
<td>63,948 sq. ft. 13.17%</td>
<td>0.73% increase</td>
<td></td>
</tr>
<tr>
<td>Ratio of Building Footprint / Site</td>
<td>55,85% 85.00% maximum</td>
<td>54.10%</td>
<td>-3.13% decrease</td>
<td></td>
</tr>
<tr>
<td>Asphalt / Pavement Coverage</td>
<td>177,158 sq. ft.</td>
<td>166,757 sq. ft.</td>
<td>-5.87% decrease</td>
<td></td>
</tr>
<tr>
<td>Concrete / Sidewalk Coverage</td>
<td>30,550 sq. ft.</td>
<td>32,011 sq. ft.</td>
<td>4.78% increase</td>
<td></td>
</tr>
<tr>
<td>Composite Run-Off Factor</td>
<td>0.58</td>
<td>0.57</td>
<td>-1.72% decrease</td>
<td></td>
</tr>
<tr>
<td>Ratio of Impervious Surface / Site</td>
<td>57.61%</td>
<td>59.80%</td>
<td>3.81% increase</td>
<td></td>
</tr>
<tr>
<td>Floor Area Ratio (Total GSF of Building / Site)</td>
<td>25.48 unit/ac. 94.01 bed/ac.</td>
<td>28.88 unit/ac. 44.49 bed/ac.</td>
<td>13.38% decrease</td>
<td>-52.67% decrease</td>
</tr>
</tbody>
</table>

### PARKING DATA

<table>
<thead>
<tr>
<th></th>
<th>EXISTING</th>
<th>REQUIRED per MFR2</th>
<th>PROPOSED OPTION #3</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard Stalls</td>
<td>454</td>
<td>658</td>
<td>398</td>
<td>60% provided</td>
</tr>
<tr>
<td>Handicapped Stalls</td>
<td>8</td>
<td>14</td>
<td>9</td>
<td>64% provided</td>
</tr>
<tr>
<td>Total Stalls</td>
<td>462</td>
<td>672</td>
<td>407</td>
<td>61% provided</td>
</tr>
</tbody>
</table>

**Future Parking**

- **Option #3**
  - 203

**Future Total Parking**

- **Option #3**
  - 610

**Parking Spaces / Resident**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Parking Permits</td>
<td>304</td>
<td>277</td>
<td>217</td>
<td>199</td>
<td>173</td>
</tr>
<tr>
<td>% of Residents with Parking Permits</td>
<td>56%</td>
<td>48%</td>
<td>42%</td>
<td>46%</td>
<td>36%</td>
</tr>
</tbody>
</table>

**Historical Parking Data**

- **2009/ 2010**
  - Parking Permits: 304
  - % of Residents with Parking Permits: 56%

- **2010/ 2011**
  - Parking Permits: 277
  - % of Residents with Parking Permits: 48%

- **2011/ 2012**
  - Parking Permits: 217
  - % of Residents with Parking Permits: 42%

- **2012/ 2013**
  - Parking Permits: 199
  - % of Residents with Parking Permits: 46%

- **2013/ 2014**
  - Parking Permits: 173
  - % of Residents with Parking Permits: 36%

Appendix A - Page 1 of 2
### Occupancy Data

<table>
<thead>
<tr>
<th>Units</th>
<th>Existing</th>
<th>Required per MFR2</th>
<th>Proposed Option #3</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>3-Bedroom Units</td>
<td>284</td>
<td>322</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2-Bedroom Units</td>
<td>240</td>
<td>147</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1-Bedroom Units</td>
<td>44</td>
<td>171</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bedrooms</td>
<td>524</td>
<td>496</td>
<td></td>
<td>53% decrease</td>
</tr>
<tr>
<td>Beds (Total Residents Possible)</td>
<td>1048</td>
<td>496</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Note: 9 2-Bedroom and 1 1-Bedroom Units are double occupancy*

**Banquet Facilities**

- 3167 sq. ft. @ 7 sq. ft. / person
- 452 (Existing) 0 (Required)
- 100% decrease

**Employees**

- Full-time & Part Time Office and Maintenance Staff: 17 (Existing) 9 (Required)
- Food Service Employees: 28 (Existing) 0 (Required)
- Part-time Student (Resident) Employees: 44 (Existing) 6 (Required)

*Note: Student Resident Employees are included in Bed Count above.*

**Total Occupants**

- 1545 (Existing) 511 (Required)
- 67% decrease

### Historical Occupancy Data

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>546</td>
<td>577</td>
<td>520</td>
<td>428</td>
<td>481</td>
<td></td>
</tr>
</tbody>
</table>

### Building Data

**Building Area**

- Basement Level: 32,933 sq. ft.
- First Floor: 53,406 sq. ft.
- Second Floor: 27,630 sq. ft.
- Third Floor: 27,630 sq. ft.
- Fourth Floor: 27,630 sq. ft.
- Fifth Floor: 27,630 sq. ft.
- Sixth Floor: 27,630 sq. ft.
- Seventh Floor: 27,630 sq. ft.
- Eighth Floor: 27,630 sq. ft.

<table>
<thead>
<tr>
<th>Total Area</th>
<th>279,749 sq. ft.</th>
<th>290,412 sq. ft.</th>
<th>3.81% increase</th>
</tr>
</thead>
</table>

**Building Height**

- Top of Parapet North Tower: 77'-1" (Existing) 77'-1" (Required)
- Top of Penthouse: 93'-1" (Existing) 93'-1" (Required)
APPENDIX B:
EXISTING PHOTOGRAPHS

UNIVERSITY PLAZA REDEVELOPMENT PROJECT
900 Crane Drive
DeKalb, IL
APPENDIX B : EXISTING BUILDING CONDITIONS

UNIVERSITY PLAZA REDEVELOPMENT PROJECT
900 Crane Drive
DeKalb, IL

EXISTING BUILDING CONDITIONS

NORTH TOWER
NORTH TOWER
SOUTH TOWER
INTERIOR - PUBLIC SPACES
INTERIOR - PRIVATE SPACES
APPENDIX C:

PARKING LOT DOCUMENTATION

UNIVERSITY PLAZA REDEVELOPMENT PROJECT

900 Crane Drive
DeKalb, IL
APPENDIX C: EXISTING PARKING LOT DOCUMENTATION PHOTOS

UNIVERSITY PLAZA REDEVELOPMENT PROJECT
900 Crane Drive
DeKalb, IL

VIEW FROM NORTH TOWER TO THE WEST
Pictures taken 4/22/14 - 5/8/14
VIEW FROM NORTH TOWER TO THE SOUTHWEST
Pictures taken 4/22/14 - 5/8/14
VIEW FROM NORTH TOWER RECEIVING LOT
Pictures taken 5/1/14 - 5/8/14
DRAWINGS:

UNIVERSITY PLAZA REDEVELOPMENT PROJECT

900 Crane Drive
DeKalb, IL

t: 815-517-1050  f: 815-401-0001  421 Grove St., Unit B  DeKalb, IL 60115  www.sharparchitectsinc.com
PROPOSED PARKING SUMMARY

<table>
<thead>
<tr>
<th>Type</th>
<th>Proposed</th>
<th>Vs.</th>
<th>% Diff</th>
</tr>
</thead>
<tbody>
<tr>
<td>Existing E. Lot</td>
<td>116</td>
<td>7</td>
<td>203</td>
</tr>
<tr>
<td>Proposed E. Lot</td>
<td>114</td>
<td>6</td>
<td>219</td>
</tr>
</tbody>
</table>

PROPOSED COVERAGE ON ENTIRE SITE:

- Building A/F B: 62' 3" x 32'
- Building C: 79' 7" x 24'
- Covered Walkways: 32' x 32'
- Covered Ground Floors: 65' 7"

SITE LIGHTING

Light fixtures and drive sconces are to be provided. All lighting shall be arranged along the right-of-way.
Option #3
Site Plan - East

Crane Drive

Wendler Group
Illinois Professional Design Firm No. 184-000848
www.wendlergs.com  ph: 815.288.2261

# WES#2140066

Lindstrom, Edward
President

Sharp Architects Inc.
421 Grove Street, Unit B
DeKalb, IL 60115
t: 815-517-1050  f: 815-401-0001

Preliminary Drawing - Not for Construction

DeKalb, Illinois
900 Crane Drive

Shawn A. Silliman, PE
Project Manager

Prepared by: Sharp Architects Inc.
421 Grove Street, Unit B
DeKalb, IL 60115
DEKALB, ILLINOIS
900 CRANE DRIVE
PROJECT:
UNIVERSITY PLAZA REDEVELOPMENT PROJECT
SHEET TITLE:
ISSUED REVISIONS
PROJECT NO.
1403
SHARP ARCHITECTS INC.
421 Grove Street, Unit B
DeKalb, IL 60115
t:  815-517-1050  f:  815-401-0001
PRELIMINARY DRAWING - NOT FOR CONSTRUCTION
Illinois Professional Design Firm No. 184-000848
www.wendlergs.com  ph: 815.288.2261

WES#2140066
OPTION #3
SITE PLAN-SOUTH
VILLAGE COMMONS PARKING LOT
CHURCH PARKING LOT
COURTYARD GRADING

PLAN

C107
Notes

1. Basemap information obtained from survey information and geometric plans obtained from Wendler, Inc. dated May 8, 2014.

2. Verify site conditions and information on drawings. Promptly report any concealed conditions, mistakes, discrepancies or deviations from the information shown in the Contract Documents. The Owner is not responsible for unauthorized changes or extra work required to correct unreported discrepancies.

3. Secure and pay for all permits, fees, and inspections necessary for the proper execution of the Contract Documents. Comply with applicable codes for this work.

4. Refer to specifications for further information, standards and notes.

5. Remove protective tree fencing only after all construction work has been completed.

6. Contractor to protect all existing utilities and all other site features and improvements not designated for removal or salvage. Contractor is responsible for replacing and/or repair of any existing improvements or utilities damaged during removal activities to the original condition at no additional cost to the Owner.
Notes

1. Basemap information obtained from survey information and geometric plans obtained from Wendler, Inc. dated May 8, 2014.

DEKALB, ILLINOIS
900 CRANE DRIVE
PROJECT:
UNIVERSITY PLAZA REDEVELOPMENT PROJECT
SHEET TITLE:
ISSUED 05-08-2014
REVISIONS
PRELIM PDR 06-27-2014
REVISED PDR 08-12-2014
REVISED PDR 08-18-2014

PROJECT NO. 1403

SHARP ARCHITECTS INC.
421 Grove Street, Unit B
DeKalb, IL 60115
t: 815-517-1050 f: 815-401-0001

PRELIMINARY DRAWING - NOT FOR CONSTRUCTION

847 South Randall Road, #406, Elgin, Illinois 60123
T: 847-899-8834 F: 507-540-3055

OPTION #3 PLANTING PLAN OVERALL CONCEPT

SCALE: 1" = 40'

Notes

1. Basemap information obtained from survey information and geometric plans obtained from Wendler, Inc. dated May 8, 2014.
1. **GROUND SIGN**

   - Accent color
   - Footing
   - Plantings, see planting plan
   - Finish grade
   - Ground signs will be externally illuminated by ground-mounted floodlights, aimed to prevent glare upon the street and adjacent property.

2. **INFORMATIONAL SIGN**

   - Accent color
   - Footing
   - Plantings, see planting plan
   - Informational signs are not illuminated

---

**INFORMATIONAL SIGN SCHEDULE**

- **INFORMATIONAL SIGN A**
  - Resident Parking
  - Main Entrance
  - Visitor Parking
  - Deliveries
  - Employee Parking

- **INFORMATIONAL SIGN B**
  - Resident Parking
  - Main Entrance
  - Visitor Parking

- **INFORMATIONAL SIGN C**
  - Main Entrance
  - Visitor Parking

- **INFORMATIONAL SIGN D**
  - Main Entrance
  - Visitor Parking

- **INFORMATIONAL SIGN E**
  - Deliveries
  - Employee Parking
NORTH TOWER FLOOR 1

3 BEDROOM UNITS: 2
2 BEDROOM UNITS: 6
1 BEDROOM UNITS: 8
TOTAL UNITS (THIS FLOOR): 16
TOTAL BEDS (THIS FLOOR): 20

CENTRAL BUILDING FLOOR 1

2 BEDROOM UNITS: 9
1 BEDROOM UNITS: 1
TOTAL UNITS (THIS FLOOR): 10
TOTAL BEDS (THIS FLOOR): 16

SOUTH TOWER FLOOR 1

3 BEDROOM UNITS: 2
2 BEDROOM UNITS: 6
1 BEDROOM UNITS: 8
TOTAL UNITS (THIS FLOOR): 16
TOTAL BEDS (THIS FLOOR): 20

OCCUPANCY LEGEND

ONE BEDROOM APARTMENT
TWO BEDROOM APARTMENT
THREE BEDROOM APARTMENT
MODEL APARTMENT
ADMINISTRATION
MECHANICAL

LEGEND

1. MEN'S LOCKER ROOM
2. POOL
3. WOMEN'S LOCKER ROOM
4. FILTER ROOM
5. SUPERVISOIR OFFICE
6. MULTI-PURPOSE ROOM
7. AEROBICS ROOM
8. EXERCISE ROOM
9. EQUIPMENT ACCESS VAULT
10. ELECTRIC VAULT
11. MECHANICAL ROOM
12. ENGINEER'S OFFICE
13. STORAGE
14. STORAGE
15. TELEPHONE STORAGE
16. STAFF LOCKER ROOM
17. STORAGE
18. MAINTENANCE ROOM
19. STORAGE/Maintenance
20. LAUNDRY
21. MAID STORAGE
22. MECHANICAL
23. RUBBER
24. LOUNGE
25. OFFICE
26. ADVISOR APARTMENT
27. ADVISOR APARTMENT
28. ADMINISTRATION SUITE
29. MAIL ROOM
30. CONTROL DESK
31. LOUNGE
32. BUSINESS CENTER
33. SALES OFFICE
34. CONFERENCE SPACE
35. CATERING DINING
36. CATERING STORAGE
37. CATERING SERVING
38. RECEIVING
39. CATERING PREPARATION
40. STUDY AREA
41. ELECTRICAL ROOM
42. LOUNGE
43. DORMITORY UNITS
44. NEW MAIN ENTRY
45. RECREATION AREA
46. TANNING ROOM
47. COFFEE BAR
EXISTING ENTRY PERSPECTIVE FROM ANNIE GLIDDEN

PROPOSED ENTRY PERSPECTIVE FROM ANNIE GLIDDEN
EXISTING ENTRY PERSPECTIVE

PROPOSED ENTRY PERSPECTIVE - CENTRAL ENTRY OPTION
EXISTING CENTRAL FACILITY FROM SOUTHEAST CORNER

PROPOSED CENTRAL FACILITY FROM SOUTHEAST CORNER