STATE OF ILLINOIS
COUNTY OF DEKALB
CITY OF DEKALB

I, RUTH A. SCOTT, do hereby certify that I am the duly appointed Deputy City Clerk of the City of DeKalb, DeKalb County, Illinois, and as such officer, I am the keeper of the records and files of the City Council of said City.

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

ORDINANCE 2017-027

AUTHORIZING AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH KISHWAUKEE WATER RECLAMATION DISTRICT, Rescinding Ordinance 2006-074, Approving Rezonings to Planned Development Residential, and Approving the Final Plat of DeKalb Sanitary District Planned Development Subdivision, Which Includes the Vacation of Hollister Avenue, For the Property Located at 303 Hollister Avenue (Kishwaukee Water Reclamation District).

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois on the 22nd day of May, 2017, and the original is now on file at the City of DeKalb Municipal Building.

WITNESS my hand and the official seal of said City this 20th day of September, 2017.

RUTH A. SCOTT, Deputy City Clerk

Prepared by and Return to:
Deputy City Clerk Ruth Scott
City of DeKalb
200 South Fourth Street
DeKalb, IL 60115
WHEREAS, the City of DeKalb (City) is a home rule municipality with the power and authority conferred upon it by the Illinois Municipal Code and the Constitution of the State of Illinois; and

WHEREAS, Kishwaukee Water Reclamation District (Owner) has owned and operated a water reclamation facility on property located at 303 Hollister Avenue in DeKalb, Illinois, and has purchased adjoining properties to accumulate 51.84 acres of contiguous property between the Kishwaukee River and Sycamore Road, which property is legally described in Exhibit A (Subject Property); and

WHEREAS, the Owner petitioned the City for approvals necessary to expand their existing facility and accommodate the construction of facilities which will modernize the processes and expand the footprint of the Owner’s wastewater treatment facilities (Project); and

WHEREAS, the Project requires rescinding Ordinance 2006-074, which authorized a Planned Development Residential (PD-R) Zoning for Parkside Oaks Planned Development which was never constructed on property owned by the Owner (Oaks); and

WHEREAS, the Project also requires a rezoning of the Subject Property to (PD-R), and approval of the Final Plat of DeKalb Sanitary District Planned Development (which includes the vacation of Hollister Avenue); and

WHEREAS, the City and Owner seek to enter into an Intergovernmental Cooperation Agreement for the Subject Property; and

WHEREAS, the City and Owner have conducted all required public hearings before the Planning and Zoning Commission of the City of DeKalb and the City Council of the City of DeKalb and have otherwise satisfied all conditions precedent to the adoption of this Ordinance; and,

WHEREAS, the City Council adopts the following findings of fact of the Planning and Zoning Commission of the City of DeKalb, finds that the proposed rezonings are in
conformance with the applicable zoning factors contained therein, and finds that approval of this Ordinance, with the corresponding approval of the rezoning for the Subject Property, is in the public interest and promotes the public health, safety and welfare;

STANDARDS OF REZONING

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

The 2005 Comprehensive Plan recommends the subject site for four different land use categories reflecting the existing land uses. Staff believes that the proposed development meets the intent of the City's Comprehensive Plan in providing efficient urban services. The project is necessary in order to meet provide the District space to construct new biological treatment infrastructure and allow for future expansion of treatment capacity to meet the needs of the community.

2. The proposed rezoning conforms to the intent and purpose of the Unified Development Ordinance.

The proposed use and zoning of Planned Development – Residential will comply with the regulations of the UDO. Regulations are recommended and a Development Agreement will be prepared that control zoning, development and maintenance, operations and other property improvement related issues.

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

The vast majority of the surrounding area is already developed. The proposed improvements are consistent with the Sanitary District's goal of balancing its regulatory obligations while remaining mindful of neighboring property owners. Regulations are recommended that will control zoning, development and maintenance, operations and other property improvement related issues.

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

The subject property is currently zoned "SFR2" Single-Family Residential District. Rezoning the property to "PD-R" Planned Development – Residential will allow the District area to construct new biological treatment infrastructure and allow for future expansion of treatment capacity to meet the needs of the community and meet the regulations of the Environmental Protection Agency.

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

Adequate public services are already provided to the subject property. The proposed expansion involves a public utility and all required services will be provided. Hollister Ave.
will be re-located to better serve the planned expansion and the roads intersection with Sycamore Road will be re-aligned to provide better safety.

STANDARDS FOR PLANNED DEVELOPMENT

General Standards: The approval of the Development Plan may provide for such exceptions from the regulations associated with traditional zoning districts as may be necessary or desirable to achieve the objectives of the proposed planned development. However, such exceptions shall consistent with the City’s Comprehensive Plan and the standards contained in this Section and have been specifically requested in the application for a planned development; and further, that no planned development shall be allowed which would result in:

1. **Inadequate or unsafe access to the planned development**;

   Hollister Ave. will be re-located with its intersection with Sycamore Road so it better aligns with N. 13th St. New traffic signals will be constructed and the crosswalks improved. Hollister Ave. will be re-located through the site and will be gated just to the west of the Administration/LabBuilding.

2. **Traffic volumes exceeding the anticipated capacity of the proposed major street network in the vicinity**;

   Traffic along Hollister Ave. will be drastically reduced with the demolition of about 20 homes along the road in conjunction with the project. The District has submitted the plans to I.D.O.T and have received preliminary approval for the re-location of Hollister Ave. with Sycamore Road.

3. **An undue burden on public parks, recreation areas, schools, fire and police protection and other public facilities which serve or are proposed to serve the planned development**;

   The proposed facility is an existing utility company serving the City and will not have any undue impact on public parks, recreation areas, schools, fire and police protection and other public facilities.

4. **A development which will be incompatible with the intent and purposes of this Ordinance**;

   The applicant is requesting Planned Development Zoning, which allow the City to approve regulations that will control the zoning, development and maintenance, operations and other property improvement related issues.

5. **Detrimental impact on surrounding area including, but not limited to, visual pollution**;
The proposed Planned Development will allow the District area to construct new biological treatment infrastructure and allow for future expansion of treatment capacity to meet the needs of the community and meet the regulations of the Environmental Protection Agency. As part of the Planned Development, development controls will be implemented and landscape areas will be enhanced to provide additional visual buffers.

NOW THEREFORE BE IT ORDAINED by the Mayor and City Council of the City of DeKalb, DeKalb County, Illinois, as follows:

Section 1. Intergovernmental Cooperation Agreement: The City Council of the City of DeKalb hereby approves of the Intergovernmental Cooperation Agreement attached hereto as Exhibit B ("the Agreement"), and authorizes and directs the Mayor of the City of DeKalb to execute the Agreement, subject to such changes as shall be acceptable to him with the recommendation of City Staff.

Section 2. Rescinding of Ordinance 2006-074 Approved: The City Council of the City of DeKalb hereby approves the rescinding of Ordinance 2006-074.

Section 3. Final Plat of DeKalb Sanitary District Planned Development Approved: The City Council of the City of DeKalb hereby approved the Final Plat of DeKalb Sanitary District Planned Development prepared by W.E. Hanna Surveyors and latest revision dated May 9, 2017.

Section 4. Rezoning Authorized: The City Council of the City of DeKalb hereby approves of the rezoning of the Subject Property to the PD-R Planned Development Residential District consistent with all conditions, approvals, restrictions and limitations as defined in the Agreement approved herein.

Section 5. PD-R Planned Development Residential Standards: The approvals, conditions, restrictions, and exhibits in the Agreement are incorporated into and made a part of this Ordinance.

Section 6. Recording Directed: After execution by all parties, this Ordinance, the Agreement and all exhibits shall be recorded in the DeKalb County Recorder's Office.

Section 7. Multiple Actions Approved: The City Council hereby expressly approves of the Agreement, the rezoning of the Subject Property, the Final Plat of DeKalb Sanitary District Planned Development Subdivision, and the recording of related documents, within this Ordinance, as if each action was separately set out and approved.

Section 8. All Ordinances or portions thereof in conflict with this Ordinance, including Ordinance 2006-074, are hereby repealed.

Section 9. Should any provision of this Ordinance be declared invalid by a court of competent jurisdiction, the remaining provisions will remain in full force and affect the same as if the invalid provision had not been a part of this Ordinance.
Section 10. This Ordinance shall be in full force and effect after passage and publication pursuant to law. Publication date: May 23, 2017. Effective date: June 1, 2017.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a Regular meeting thereof held on the 22\textsuperscript{nd} day of May, 2017, and approved by me as Mayor on the same day. Passed on First Reading by an 8-0 roll call vote. Aye: Jacobson, Finucane, Marquardt, Fagan, Noreiko, Verbic, Faivre, Smith. Second Reading Waived by an 8-0 roll call vote. Aye: Jacobson, Finucane, Marquardt, Fagan, Noreiko, Verbic, Faivre, Smith.

ATTEST:

SUSANNA HERRMANN, City Clerk

JERRY SMITH, Mayor
EXHIBIT A
SUBJECT PROPERTY

THAT PART OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD
PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST
CORNER OF LOT 15 IN WOODLAWN ACRES SUBDIVISION; THENCE NORTHWESTERLY,
ALONG THE NORTHEASTERLY LINE OF SAID SUBDIVISION, 908.10 FEET TO THE MOST
NORTHERLY CORNER OF LOT 10 OF SAID SUBDIVISION; THENCE SOUTHWESTERLY,
at an angle of 75°36'34", measured clockwise from the last described
course, along a westerly line of said subdivision, 398.20 feet to the
southeast corner of lot 8 of said subdivision; thence southwesterly, at
an angle of 156°02'35", measured counterclockwise from the last
described course, along a westerly line of said subdivision, 293.12 feet
to the most westerly corner of lot 6 of said subdivision; thence
northwesterly, at an angle of 99°21'23", measured counterclockwise
from the last described course, along the northerly line of lot 7 in
BLUFF VIEW SUBDIVISION, 50.45 feet to the center line of the KISHWAUKEE
RIVER, as rechanneled; thence northwesterly and northerly, along said
center line, 622.74 feet, on the arc of a curve to the left, having a radius
of 1185.43 feet, said arc forming a chord that measures 117°37'36"
counterclockwise from the last described course and measures 615.61
feet; thence northerly, at an angle of 164°57'01", measured clockwise
from said chord, along said center line, 776.34 feet; thence
easterly, along said center line, 257.96 feet, on the arc of a curve
to the right, having a radius of 337.77 feet, said arc forming a chord
that measures 158°07'16" counterclockwise from the last described
course and measures 251.74 feet; thence northeasterly, at an angle of
158°07'16", measured counterclockwise from said chord, along said
center line, 448.52 feet; thence southeasterly, at an angle of 94°48",
measured counterclockwise from said center line, 199.98 feet; thence
southeasterly, at an angle of 158°14'36", measured counterclockwise
from the last described course, 107.75 feet; thence southerly, at an
angle of 156°03'31", measured counterclockwise from the last described
course, 202.61 feet; thence southeasterly, at an angle of 135°15'50",
measured clockwise from the last described course, 84.54 feet; thence
easterly, at an angle of 135°07'20", measured clockwise from the last
described course, 300.20 feet to the northwest corner of lot 1 of
THOMAS F. ENGSTROM'S SUBDIVISION; thence easterly, at an angle of
179°46'39", measured counterclockwise from the last described course,
along the northerly line of said lot 1 and along the northerly line of
lot 1 of the resubdivision of lot 2 of thomas f. engstrom's subdivision,
352.39 feet; thence northeasterly, at an angle of 121°24'22", measured
clockwise from the last described course, 132.01 feet to the
southwesterly line of lot 1 in PARK VIEW SUBDIVISION; thence
northerly, at an angle of 103°56'38", measured clockwise from the
last described course, along said southwesterly line, 687.93 feet;
thence southeasterly, at an angle of 40°33'28", measured
counterclockwise from the last described course, 704.23 feet to the
easterly line of said lot one; thence southeasterly, at an angle of
108°21'21", measured counterclockwise from the last described course,
ALONG SAID EASTERLY LINE, 201.99 FEET; THENCE SOUTHWESTERLY, AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, 148.00 FEET; THENCE SOUTHEASTERLY, AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, 599.29 FEET; THENCE SOUTHEASTERLY, AT AN ANGLE OF 142°48'03", MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, 35.34 FEET; THENCE SOUTHWESTERLY, AT AN ANGLE OF 85°34'55", MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG THE NORTHEASTERLY EXTENSION OF THE NORTHERLY LINE OF SYCAMORE ROAD SUBDIVISION AND ALONG SAID NORTHERLY LINE, 223.57 FEET TO THE MOST WESTERLY CORNER OF LOT 1 OF SAID SUBDIVISION; THENCE SOUTHEASTERLY, AT AN ANGLE OF 90°50'16", MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1, A DISTANCE OF 281.74 FEET TO THE WESTERLY RIGHT OF WAY LINE OF S.B.I. ROUTE 23 (SYCAMORE ROAD); THENCE SOUTHWESTERLY, AT AN ANGLE OF 94°54'06", MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID RIGHT OF WAY LINE, 167.42 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF HOLLISTER AVENUE; THENCE NORTHWESTERLY, AT AN ANGLE OF 93°24'49", MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 216.96 FEET; THENCE SOUTHEASTERLY, AT AN ANGLE OF 18°46'59", MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, 208.68 FEET; THENCE SOUTHERLY, AT AN ANGLE OF 135°18'02", MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID RIGHT OF WAY LINE, 39.87 FEET; THENCE SOUTHWESTERLY, AT AN ANGLE OF 150°37'17", MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID RIGHT OF WAY LINE, 21.44 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF HOLLISTER AVENUE; THENCE NORTHWESTERLY, AT AN ANGLE OF 106°05'30", MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID NORTHWESTERLY LINE, SAID LINE ALSO BEING THE NORTHEASTERLY LINE OF KRPAN'S SUBDIVISION UNIT 2, A DISTANCE OF 701.25 FEET TO AN ANGLE POINT IN THE NORTH LINE OF LOT 9 OF SAID KRPAN'S SUBDIVISION; THENCE NORTHWESTERLY, AT AN ANGLE OF 170°50'03", MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID NORTHEASTERLY LINE, 136.54 FEET TO THE NORTHWEST CORNER OF SAID LOT 9; THENCE SOUTHEASTERLY, AT AN ANGLE OF 69°11'12", MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG THE WESTERLY LINE OF LOT 10 OF SAID SUBDIVISION, 33.00 FEET TO AN ANGLE POINT IN SAID WESTERLY LINE; THENCE SOUTHERLY, AT AN ANGLE OF 179°47'10", MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG THE WESTERLY LINE OF SAID SUBDIVISION, 314.08 FEET TO AN ANGLE POINT IN LOT 11 OF SAID SUBDIVISION; THENCE SOUTHEASTERLY, AT AN ANGLE OF 140°08'07", MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG A SOUTHWESTERLY LINE OF SAID SUBDIVISION, 524.30 FEET TO THE WEstERLY RIGHT OF WAY LINE OF SAID S.B.I. ROUTE 23; THENCE SOUTHWESTERLY, ALONG SAID WEstERLY RIGHT OF WAY LINE, THE FOLLOWING ANGLES AND DISTANCES: 86°01'03", MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, 64.69 FEET; THENCE SOUTHWESTERLY, AT AN ANGLE OF 178°20'49", MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, 98.42 FEET; THENCE SOUTHWESTERLY, AT AN ANGLE OF 177°46'08", MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, 121.18 FEET; THENCE NORTHWESTERLY, AT AN ANGLE OF 88°13'15", MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, 35.00 FEET; THENCE SOUTHWESTERLY, AT AN ANGLE OF 89°57'28", MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, 49.82 FEET; THENCE SOUTHEASTERLY, AT AN ANGLE OF 91°20'08", MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, 35.00
FEET; THENCE SOUTHWESTERLY, AT AN ANGLE OF 90°03'30", MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, 74.27 FEET; THENCE SOUTHWESTERLY, AT AN ANGLE OF 179°21'39", MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID WESTERLY RIGHT OF WAY LINE, 87.09 FEET TO THE POINT OF BEGINNING, CONTAINING 51.84 ACRES, ALL IN THE CITY OF DEKALB, DEKALB COUNTY, ILLINOIS.

The aforementioned legal description is comprised of Parcel Identification Numbers (PINs) 08- 14-403-024 (111 Hollister Ave), 08-14-403-017 (115 Hollister Ave.), 08-14-426-004 (124 Hollister Ave.), 08-14-403-007 (125 Hollister Ave.), 08-14-426-003 (126 Hollister Ave.), 08-14- 403-006 (133 Hollister Ave.), 08-14-426-002 (134 Hollister Ave.), 08-14-426-001 (140 Hollister Ave.), 08-14-403-005 (143 Hollister Ave.), 08-14-403-004 (145 Hollister Ave.), 08-14-403-003 (155 Hollister Ave.), 08-14-252-006 (156 Hollister Ave.), 08-14-403-002 (197 Hollister Ave.), 08- 14-252-013 (204 Hollister Ave.), 08-14-403-001 (207 Hollister Ave.), 08-14-252-012 (208 Hollister Ave.), 08-14-252-004 (220 Hollister Ave.), 08-14-252-007 (154 Hollister Ave.), 08-14- 426-027 (1303 Sycamore Road), 08-14-252-011, 08-14-402-008, 08-14-330-016 and 08-14- 402-009 (303 Hollister Ave.), 08-14-252-016, 08-14-252-009 (1109 Sycamore Road) and 08-14- 252-018 (Old Dump Haul Road).
EXHIBIT B
INTERGOVERNMENTAL COOPERATION AGREEMENT
This Planned Development Agreement and Intergovernmental Agreement (the "Agreement") is made and entered the 22nd day of May, 2017 by and among the City of DeKalb, an Illinois municipal corporation located in DeKalb County, Illinois, (the "City"), and Kishwaukee Water Reclamation District (the "District"), a Sanitary District organized under the Sanitary District Act of 1917. The City and the District are collectively referred to as "Parties" and individually referred to as a "Party."

The District is the owner of record of approximately 51.84 contiguous acres of real property situated between the Kishwaukee River and Sycamore 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." The Property is comprised of multiple separate parcel numbers containing a myriad of structures formerly and currently utilized by the District and also including structures that were formerly under private ownership. 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. The Plans contemplate the construction of facilities which will modernize the processes and expand the footprint of the District's wastewater treatment facilities (sometimes referred to herein as a "Plant"), in accordance with approvals granted or to be granted by the Illinois Environmental Protection Agency. Pursuant to notice, as required by statute and ordinance, public hearings were held by the City's Planning and Zoning 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. 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.

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 above, 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. Zoning Applicability:

The Parties acknowledge and agree that the zoning imposed hereunder comprises a determination of a zoning classification that is appropriate for the property pursuant to applicable law and the related zoning factors that the City is required to apply, and also
constitutes the agreed upon zoning and minimum standards for the Property pursuant to this Agreement. The whole of the Property shall hereafter be rezoned to PD-R, Planned Development – Residential in accordance with the restrictions outlined herein.

B. Permitted Residential Uses of Lot 2:

Lot 2, consisting of one principal structure used as single family use, and two existing accessory structures shall only be used as single-family residential, with no more than one dwelling unit and two accessory structures (as those structures are presently existing) permitted. The dimensions of the existing structures on Lot 2 are hereby approved in their current configuration, without regard to otherwise applicable setback requirements. No commercial uses shall be permitted on Lot 2 without the City's subsequent approval of such uses.

C. Permitted Public Uses:

Lot 1 shall be utilized for public purposes consistent with the operation of a sanitary sewage processing and water reclamation plant, in accordance with all applicable state, federal, and local regulations applicable to the same, along with the accessory uses contemplated by the Plans (e.g. concentration and processing of methane gas produced through the sewage treatment process for use as fuel). More specifically, the permitted uses include the following:

1) Continuation of all existing uses of the property as a wastewater treatment and water reclamation plant and expansion of the footprint of said plant along what is now Hollister Avenue as per the Plans (inclusive of such related processes as may later be required by law and/or approved by virtue of the approval of additional site improvement plans);
2) The generation of electricity from the processes of the wastewater treatment plant;
3) The construction and maintenance of such communication equipment as is necessary to facilitate electronic communication between the Plant and other facilities of the District located within the corporate boundaries of the District (with no third party private/commercial cellular or wireless communications facilities being permitted);
4) Offices and laboratories of the District necessary to operate the wastewater treatment plant;
5) Outdoor storage commensurate with the District's historical activities within the fenced areas of the Property;
6) Hauled waste receiving;
7) Signage - it being understood that permanent signs shall be permitted in accordance with the revised Final Plans and non-permanent signs may be permitted in accordance with the requirements of the then-current City of DeKalb Unified Development Ordinance. The parties further understand, however, that permanent and temporary directional and warning signs (or other signs which aid in the operation of the Plant) may be used by the District in its discretion within the internal portions of the Plant property not generally accessible to the public.
The Parties acknowledge that this Agreement and zoning has been approved to permit the construction of certain improvements that are presently contemplated. Further or future development including changes in use which are not consistent with or beneficial to the primary use of the property as a Water Reclamation Facility or expansion of the facilities themselves may be accommodated by means mutually acceptable to the Parties and may include either an amendment to this Agreement, a rezoning, or the granting of a special use permit. The Parties expressly reserve the right to grant special use permits under this PD-R zoning without requiring an amendment to this Agreement.

The City further acknowledges that a portion of the Property is presently being used as a water reclamation facility as contemplated by the Recitals. In reviewing this 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.

D. Lot 3:

The Parties acknowledge that Lot 3 is presently leased by the DeKalb Park District and is in use as open space. The Parties further acknowledge that the DeKalb Park District contemplates owning and/or further improving Lot 3 for a sled hill or other recreational use. Recreational area use, park use, open space, sled hills, baseball or recreational fields, and other similar public recreational uses shall be deemed to be the only permitted uses of Lot 3 and there shall be no other permitted uses and no special uses without the agreement of the City and the then-current owner of such Lot. The Parties acknowledge that while current plans show the District removing fill from the Property and not conducting any grading on Lot 3, City staff shall be authorized to approve amendments to the Plans to permit the use of fill from the Property on Lot 3 to create a sled hill thereupon without requirement of Council approval or an amendment of this Agreement, pursuant to City-approved engineering plans for Lot 3.

E. Plans:

The District shall construct all improvements as described in the Plans, as modified in accordance with the terms and conditions hereof, and shall thereafter maintain, replace and reinstall improvements in accordance therewith, including replacement of landscaping and fencing with same or comparable materials to maintain the site control, screening and landscaping provided for by the Revised Plans. The District shall update the Plans to reflect those changes identified in the attached Exhibit C and all comments of the Planning and Zoning Commission and City Council, and shall provide a copy of the revised, final plans (along with an itemized list of revisions thereto, collectively referred to herein as the “Revised Plans”) for review and approval by the Community Development Director. The Plans include a depiction of tanks, structures, equipment and buildings (“Facilities”) that the District shall remove as a component of this redevelopment, which detail shall be included in the Revised Plans. The Community Development Director is thereafter authorized to review and approve such plans, and to append the revised Final
Plans to this Agreement, prior to recording of this Agreement.

F. Plat Approval:

The Parties acknowledge that the Property is presently bisected by Hollister Avenue. Following the approval of the Revised Plans and the submission of a revised plat showing compliance with the requirements of this Agreement and Exhibit C ("the Initial Plat"), City staff is authorized and directed to execute and record said revised subdivision plat without any requirement of separate Planning and Zoning Commission or City Council approval.

The District has requested approval of the Initial Plat, showing the existing triangular right of way reserved by the Illinois Department of Transportation ("IDOT"), in order to commence construction of the project prior to approval of the vacation of such IDOT right of way. The City acknowledges that the District shall utilize its best efforts to secure a release or vacation of such IDOT right of way to permit the construction of the improvements shown in the Revised Plans. Upon IDOT's approval of such release or vacation, the Community Development Director shall be authorized to take any actions or execute any documents required for approval of a revised plat ("the Final Plat"), showing the configuration of the Property, consistent with the requirements of this Agreement, after vacation of the IDOT right of way and any extraneous utility easements located on or near the IDOT right of way, without requirement of further Planning and Zoning Commission or City Council approval. In the event that the District is unable to secure such IDOT release or vacation, the Parties shall negotiate a mutually acceptable amendment to this Agreement addressing revisions to the Revised Plans, which amendment shall not require any further public hearing.

The Parties acknowledge that the Plans contemplate the dedication of one or more public utility easements on the plat. The Parties agree that if the location of utilities, after construction, is not within the easements as contemplated by any approved final plat, the District shall provide a separate grant of easement to ensure that all utilities (other than District-owned utilities) are contained within an appropriate easement permitting their installation, use, and maintenance based upon as-built conditions.

The Parties agree that upon the approval and recording of this Agreement, the Revised Plans and the Initial Plat, any City-required permits for construction (e.g. mass grading, etc.) may be issued notwithstanding the requirement of later preparing and submitting a Final Plat for approval. However, no improvements shall be constructed over any existing IDOT right of way until such time as IDOT releases or vacates such right of way, or otherwise authorizes construction in said area.

G. Rezoning of Property:

The Parties agree that the Property shall not be rezoned to any zoning other than that imposed under this Agreement without the mutual approval and agreement of the City and the District. In that regard, the Parties understand that the District intends to re-approach the City to rezone a portion of the Property to PD-I which will require a public hearing before the Planning and Zoning Commission and approval by the City Council. However, because of the need to apply for approval of a loan with the Illinois Environmental Protection Agency prior to the end of its fiscal year in order to save over
$1,200,000.00 in interest costs over the life of the proposed project loan, the Parties have accepted as appropriate the PD-R zoning which the District originally applied for.

ARTICLE III: DEVELOPMENT AND MAINTENANCE OF THE PROPERTY:

A. District’s Responsibility to Maintain:
   The District shall be responsible for the maintenance and care of any and all common areas, parking lots, detention or storm water 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 and the approved final plans. The District shall also be responsible for construction of all new improvements, pathways, and amenities as depicted in the approved final plans. All storm sewers located on the Property shall be the responsibility of the District. The District shall provide a private water service to the existing DeKalb Park District facilities at the northwestern corner of the Property by virtue of a separate intergovernmental agreement between the District and DeKalb Park District.

B. Excavation and Grading:
   In order to provide adequate assurance of performance and installation and maintenance of erosion control measures and the performance by the District of all other obligations that would normally be required to be secured, this Agreement shall serve as the District’s pledge to comply with all applicable codes and regulations. The District confirms that there are no pending IEPA investigations or environmental contamination issues with the Property (other than those to be remediated during the course of demolition). The Parties acknowledge that pursuant to the City’s customary requirements and the applicable provisions of City Code, there are obligations herein that would be required to be secured through the posting of a letter of credit, cash escrow, bond, or other security. As the District is a public entity, the City is agreeing to waive the requirement of posting certain security, both during construction and during the maintenance period following construction. The District Surety shall be as defined in this section. The District pledges that it shall comply with applicable requirements and shall pay all sums necessary to comply with the requirements and construct required improvements in compliance with the approved final plans, and pledges its full faith and credit in order to comply with the same.

C. 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. All permits from the Illinois Environmental Protection Agency or any other agency with jurisdiction over the Property, if any are applicable, must be issued prior to work on water main, sanitary sewer or storm sewer improvements commences.

D. Building Codes, Permits, and Professional Inspections:
   In constructing improvements and conducting renovation on the Property, the District shall comply with all then-current building codes of the City of DeKalb or any other
agency having jurisdiction over the Property, except as may be specifically modified and/or governed by this Agreement. The Parties acknowledge that certain components of development on the Property are contemplated to occur as a component of State-issued permits for wastewater treatment facilities (e.g. IEPA permit for process piping, equipment, appurtenances, unoccupied service buildings that house such items¹) and certain components are contemplated to occur pursuant to City-issued permits (e.g. building permit for new Office building, site work). The Parties agree and acknowledge that prior to commencement of construction, their respective staff shall review the Plans and shall come to terms regarding which portions of the construction are subject to an Illinois Environmental Protection Agency permit for wastewater treatment ("IEPA Work"), and which portions of the construction are subject to a City permit or a permit issued by the Illinois Department of Transportation ("Other Work").

For IEPA Work, the City shall not require building permits. IEPA Work shall be completed under the supervision and construction observation of a licensed professional engineer. The City shall be given copies of any reports generated by the employee or consultant performing such work simultaneously with such reports being given to the District (for the improvements contemplated to be constructed as contemplated by the current Plans).

For Other Work, the City shall require permits, but shall not impose permit fees and shall not require the maintenance of an escrow. All reasonable costs of building plan review, inspection, construction, observation, or other expense relating to the City's review of plans for or construction of portions of the project contemplated to be Other Work shall be charged to the District on a time and materials basis at rates for the employee or consultant performing such work. Such invoices shall be payable by the District at the time invoiced to the District by the City, on a not less than monthly basis. The District shall be given copies of any reports generated by the employee or consultant performing such work simultaneously with such reports being given to the City.

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 addition, there is an existing water main in Hollister Avenue which will be replaced as a part of this project. The District 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 District shall be exclusively responsible for the payment of all

¹ The parties agree that the District will submit to the City plans for the unoccupied service buildings for review to confirm that they comply with the 2003 International Building Code and 2003 mechanical, electrical and related codes. Such review shall be conducted at the District's cost, but the City shall not impose customary building permit fees for such review. A City building permit shall be required for said buildings, and inspections of such buildings shall either be conducted by the City's personnel (at the District's cost), or by an ICC-certified building inspector reasonably acceptable to the Chief Building Official.
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. The City shall not charge any tap-on or connection fees in association with any the water service contemplated for the new administration building it being understood that as a part of this project, the District is demolishing 19 single family residences and disconnecting the same from both the City water service which will result in less water usage for the property than currently exists.

**ARTICLE V: OPERATION OF THE PROPERTY:**

A. Odor Control:

During the development of the Plans, the District has provided for the installation and maintenance of a chemical-based odor control system on those portions of the treatment plant that have increased potential for odor generation. The District agrees to construct and thereafter keep such system active and operational at all times as may be necessary to control and mitigate odor at the Property. Additionally, the project is designed in such a fashion that the weirs, tanks and structures within the Property can be retrofit with weir covers, tank covers and air/odor control systems and filtration that can be installed at a later date, if necessary.

1) The Parties acknowledge that the current District facilities have not received odor complaints from neighbors and that early stage treatment facilities are in close proximity to residential, commercial, and recreational facilities. The parties also acknowledge that the revised plans will place new early stage treatment facilities in close proximity to different residential, commercial, and recreational facilities, and that there will be less noise and light generated from the new facilities when compared to the existing facilities. Accordingly, the Parties have provided for these provisions relating to odor control, as a binding restriction on future operation of the Property.

a. In the event that either of the Parties receives an odor control complaint from any party, it shall immediately notify the other Party and shall dispatch its personnel to attempt to subjectively verify the complaint. The District agrees to utilize all reasonably available technology, including objective testing equipment and subjective, personal evaluation, to verify odor complaints. The Parties shall each notify the other of the results of any inquiry undertaken in response to an odor complaint, in a timely fashion.

b. The District agrees to use its best efforts and will undertake such steps as are necessary or appropriate, based upon the then-available technology, to implement solutions to resolve verifiable odor complaints. Remediation may consist of changes in sewage flows, changes in chemical applications or processes, installation of enclosures on processing areas, installation of filtration systems, or other remedial efforts. The Parties understand that
remedial efforts shall not be required where odor complaints are either unverified, or are the result of a non-recurring condition (e.g. a system failure or imbalance, maintenance of the facilities, a sudden influx of influent, a severe weather condition, or other similar conditions). The District agrees that in the event the chemical treatment contemplated by this Agreement proves unsuccessful in reasonably controlling odors emanating from the treatment facilities, it shall, unless the District is desirous of attempting to implement another form of odor control, cover the weirs and install air/odor control systems and filtration, as necessary, to alleviate further odor issues.

2) The District shall utilize its best efforts to continue odor management and mitigation so as to avoid any adverse impact upon surrounding properties. The Parties acknowledge that the District is presently electing to not construct weir or tank enclosures and odor filtration systems, however, the District agrees to do so at a later date, if necessary, regardless of the then-availability of state loan or grant programs for the costs of the same.

3) In the event that the Parties proceed through all phases of the then-available odor control processes or techniques and do not successfully remediate the odor complaints, the Parties shall work in good faith to negotiate and implement other and additional measures to address the concerns all at the sole expense of the District.

ARTICLE VI: REMEDIES:

Upon a breach of this Agreement, any of the Parties, solely in the venue as provided hereinafter, by an action or proceedings at law or in equity, may secure the specific performance of the covenants and agreements herein contained.

In the event of a material breach of this Agreement, the Parties agree that the Party alleged to be in breach shall have forty-five (45) 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 forty-five (45) 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 forty-five (45) days of such default notice (provided, however, that said forty-five (45) 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 rights 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. 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.

ARTICLE VII: 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 use of the property as sewage treatment Facilities which the parties agree includes the uses of the property as a sewage treatment plant as contemplated hereinabove. Accordingly, except as otherwise provided herein, 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 Parties agree to amend this Agreement. In the event that the law requires any term for this Agreement, then this Agreement shall remain in full force and effect for the maximum duration permitted by law, provided, however, that the zoning cannot be changed at any point in the future without the agreement of both parties hereto.

ARTICLE VIII: MISCELLANEOUS:

A. Amendment:

Except as otherwise provided herein, this Agreement, and the exhibits attached hereto, may be amended only by mutual written consent of the City and District as authorized by an Ordinance, Resolution, or other action of each of the parties hereto.

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.

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 District to act upon in or around the Property, construction or related activities for the Property, the more restrictive provision shall apply unless the City agrees otherwise.

D. Successors and Assigns:

This Agreement shall inure to the benefit of, and be binding upon the District and its successors, grantees, lessees, and assigns, and upon the City and successor corporate authorities of the City and successor municipalities, and shall constitute a covenant running with the land provided that such successors and assigns are public entities.

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 their official address. 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. Indemnification:

The District covenants and agrees to pay, at its expense, any and all damages, expenses, liabilities, and losses it incurs resulting from this Agreement, the construction and development activities of the District, 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 as a direct and proximate result of District's unlawful actions in furtherance of the terms hereof and the construction activities contemplated hereby and the subsequent utilization of the Property and operation of the facilities constructed therein, except to the extent such damages, expenses, liabilities, and losses arise by reason of the negligence or willful or wanton act or omission of the Indemnifieds. The City covenants and agrees to defend and indemnify and save the District and its officers, elected and appointed agents, employees, engineers, and attorneys (collectively, the "District Indemnifieds") harmless of, from and against such damages, expenses, liabilities, and losses as a direct and proximate result of City's unlawful actions in furtherance of the terms hereof, except to the extent such damages, expenses, liabilities, and losses arise by reason of the negligence or willful or wanton act or omission of the District Indemnifieds. No provision of this Agreement shall be construed as the City retaining control of or having liability for the actions of the District or its contractors or subcontractors. The City shall have no liability for District's selection of personnel, employees, or subcontractors, nor for the presence of dangerous conditions on any portion of the Property. Except as otherwise provided in this Agreement, the District shall have sole control over the manner and means of providing the work and services performed under this Agreement. The District shall be solely responsible for contracting for the construction of improvements, acquiring properties, paying or withholding of taxes, or otherwise complying with applicable laws and agreements relating
to its employees or contractors. Without limiting the applicability of the foregoing indemnification provisions, the District 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 as a proximate result of District’s unlawful activities or construction on the Property and relating to any federally protected wetland or navigable waterway, 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. The City and District expressly disclaim and deny the existence of any intended or unintended third party beneficiaries hereto.

G. Hollister Avenue and Existing P.U.D.:

The Parties acknowledge that the Property is presently bisected by Hollister Avenue. As a component of this Agreement, the City agrees to take such steps as are necessary to vacate the Hollister Avenue right of way to the District. The Parties further acknowledge that a portion of the Property is currently zoned P.U.D. in connection with a housing development which did not occur. The City agrees to take such steps as are necessary to rescind said zoning if necessary. The Parties understand and intend that this Agreement and the zoning to be imposed on the Property will supersede any prior zoning affecting the Property.

H. 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.

I. Time of Essence:

Time is of the essence of this Agreement and of each and every provision hereof.
05/18/17

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: ________________________________

Jerry Smith, Mayor

DISTRICT:

By: ________________________________

Dr. Dennis J. Collins, President

Attest

Ms. Carol B. Zar, Clerk

Attest

Ms. Carol B. Zar, Clerk
Exhibit A: Legal Description

THAT PART OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 15 IN WOODLAWN ACRES SUBDIVISION; THENCE NORTHEASTERLY, ALONG THE NORTHEASTERLY LINE OF SAID SUBDIVISION, 908.10 FEET TO THE MOST NORTHERLY CORNER OF LOT 10 OF SAID SUBDIVISION; THENCE SOUTHWESTERLY, AT AN ANGLE OF 75°36'34", MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG A WESTERLY LINE OF SAID SUBDIVISION, 398.20 FEET TO THE SOUTHWEST CORNER OF LOT 8 OF SAID SUBDIVISION; THENCE SOUTHWESTERLY, AT AN ANGLE OF 156°02'35", MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG THE NORTHERLY LINE OF LOT 7 IN BLUFF VIEW SUBDIVISION, 50.45 FEET TO THE CENTER LINE OF THE KISHWAUKEE RIVER, AS RECHANNELED; THENCE NORTHEASTERLY AND NORTHERLY, ALONG SAID CENTER LINE, 622.74 FEET, ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1185.43 FEET, SAID ARC FORMING A CHORD THAT MEASURES 117°37'36" COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE AND MEASURES 615.61 FEET; THENCE NORTHERLY, AT AN ANGLE OF 164°57'01", MEASURED CLOCKWISE FROM SAID CHORD, ALONG SAID CENTER LINE, 776.34 FEET; THENCE NORTHEASTERLY, ALONG SAID CENTER LINE, 257.96 FEET, ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 337.77 FEET, SAID ARC FORMING A CHORD THAT MEASURES 158°07'16" COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE AND MEASURES 251.74 FEET; THENCE NORTHEASTERLY, AT AN ANGLE OF 158°07'16", MEASURED COUNTERCLOCKWISE FROM SAID CHORD, ALONG SAID CENTER LINE, 448.52 FEET; THENCE SOUTHEASTERLY, AT AN ANGLE OF 94°48", MEASURED COUNTERCLOCKWISE FROM SAID CENTER LINE, 199.98 FEET; THENCE SOUTHEASTERLY, AT AN ANGLE OF 158°15'50", MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, 107.75 FEET; THENCE SOUTHERLY, AT AN ANGLE OF 156°03'31", MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, 202.61 FEET; THENCE SOUTHEASTERLY, AT AN ANGLE OF 135°15'50", MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, 84.54 FEET; THENCE EASTERLY, AT AN ANGLE OF 135°07'20", MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, 300.20 FEET TO THE NORTHWEST CORNER OF LOT 1 OF THOMAS F. ENGSTROM'S SUBDIVISION; THENCE EASTERLY, AT AN ANGLE OF 179°48'39", MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG THE NORTHERLY LINE OF SAID LOT 1 AND ALONG THE NORTHERLY LINE OF LOT 1 OF THE RESUBDIVISION OF LOT 2 OF THOMAS F. ENGSTROM'S SUBDIVISION, 352.39 FEET; THENCE NORTHEASTERLY, AT AN ANGLE OF 121°24'22", MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, 132.01 FEET TO THE SOUTHWESTERLY LINE OF LOT 1 IN PARK VIEW.
SUBDIVISION; THENCE NORTHWesterLY, AT AN ANGLE OF 103°56'38", MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID SOUTHWesterLY LINE, 687.93 FEET; THENCE SOUTHEASTERLY, AT AN ANGLE OF 40°33'28", MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, 704.23 FEET TO THE EASTERLY LINE OF SAID LOT ONE; THENCE SOUTHEASTERLY, AT AN ANGLE OF 108°21'21", MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID EASTERLY LINE, 201.99 FEET; THENCE SOUTHWESTerLY, AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, 148.00 FEET; THENCE SOUTHEASTERLY, AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, 599.29 FEET; THENCE SOUTHEASTERLY, AT AN ANGLE OF 142°48'03", MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, 35.34 FEET; THENCE SOUTHWesterLY, AT AN ANGLE OF 85°34'55", MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG THE NORTHEASTERLY EXTENSION OF THE NORTHERLY LINE OF SYCAMORE ROAD SUBDIVISION AND ALONG SAID NORTHERLY LINE, 223.57 FEET TO THE MOST WESTERLY CORNER OF LOT 1 OF SAID SUBDIVISION; THENCE SOUTHEASTERLY, AT AN ANGLE OF 90°50'16", MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1, A DISTANCE OF 281.74 FEET TO THE WESTERLY RIGHT OF WAY LINE OF S.B.I. ROUTE 23 (SYCAMORE ROAD); THENCE SOUTHWESTerLY, AT AN ANGLE OF 94°54'06", MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID RIGHT OF WAY LINE, 167.42 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF HOLLISTER AVENUE; THENCE NORTHWesterLY, AT AN ANGLE OF 93°24'49", MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 216.96 FEET; THENCE SOUTHEASTERLY, AT AN ANGLE OF 18°46'59", MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, 208.68 FEET; THENCE SOUTHERLY, AT AN ANGLE OF 135°18'02", MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID RIGHT OF WAY LINE, 39.87 FEET; THENCE SOUTHWESTerLY, AT AN ANGLE OF 150°37'17", MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID RIGHT OF WAY LINE, 21.44 FEET TO THE SOUTHWESTERLY LINE BLOCK ONE OF PROSPECT PLACE; THENCE NORTHWesterLY, AT AN ANGLE OF 106°05'30", MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID SOUTHWESTerLY LINE, SAID LINE ALSO BEING THE NORTHEASTERLY LINE OF KRPAAN'S SUBDIVISION UNIT 2, A DISTANCE OF 701.25 FEET TO AN ANGLE POINT IN THE NORTH LINE OF LOT 9 OF SAID KRPAAN'S SUBDIVISION; THENCE NORTHWesterLY, AT AN ANGLE OF 170°50'03", MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID NORTHEASTERLY LINE, 136.54 FEET TO THE NORTHWEST CORNER OF SAID LOT 9; THENCE SOUTHEASTERLY, AT AN ANGLE OF 69°11'12", MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG THE WESTERLY LINE OF LOT 10 OF SAID SUBDIVISION, 33.00 FEET TO AN ANGLE POINT IN SAID WESTERLY LINE; THENCE SOUTHERLY, AT AN ANGLE OF 179°47'10", MEASURED CLOCKWISE FROM THE
LAST DESCRIBED COURSE, ALONG THE WESTERLY LINE OF SAID SUBDIVISION, 314.08 FEET TO AN ANGLE POINT IN LOT 11 OF SAID SUBDIVISION; THENCE SOUTHEASTERLY, AT AN ANGLE OF 140°08'07", MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG A SOUTHWESTERLY LINE OF SAID SUBDIVISION, 524.30 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID S.B.I. ROUTE 23; THENCE SOUTHWESTERLY, ALONG SAID WESTERLY RIGHT OF WAY LINE, THE FOLLOWING ANGLES AND DISTANCES: 86°01'03", MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, 64.69 FEET; THENCE SOUTHWESTERLY, AT AN ANGLE OF 178°20'49", MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, 98.42 FEET; THENCE SOUTHWESTERLY, AT AN ANGLE OF 177°46'08", MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, 121.18 FEET; THENCE NORTHWesterLY, AT AN ANGLE OF 88°13'15", MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, 35.00 FEET; THENCE SOUTHWESTERLY, AT AN ANGLE OF 89°57'28", MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, 49.82 FEET; THENCE SOUTHEASTERLY, AT AN ANGLE OF 91°20'08", MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, 35.00 FEET; THENCE SOUTHWESTERLY, AT AN ANGLE OF 90°03'30", MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, 74.27 FEET; THENCE SOUTHWESTERLY, AT AN ANGLE OF 179°21'39", MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID WESTERLY RIGHT OF WAY LINE, 87.09 FEET TO THE POINT OF BEGINNING, CONTAINING 51.84 ACRES, ALL IN THE CITY OF DEKALB, DEKALB COUNTY, ILLINOIS.

The aforementioned legal description is comprised of Parcel Identification Numbers (PINs) 08-14-403-024 (111 Hollister Ave), 08-14-403-017 (115 Hollister Ave.), 08-14-426-004 (124 Hollister Ave.), 08-14-403-007 (125 Hollister Ave.), 08-14-426-003 (126 Hollister Ave.), 08-14-403-006 (133 Hollister Ave.), 08-14-426-002 (134 Hollister Ave.), 08-14-426-001 (140 Hollister Ave.), 08-14-403-005 (143 Hollister Ave.), 08-14-403-004 (145 Hollister Ave.), 08-14-403-003 (155 Hollister Ave.), 08-14-252-006 (156 Hollister Ave.), 08-14-403-002 (197 Hollister Ave.), 08-14-252-013 (204 Hollister Ave.), 08-14-403-001 (207 Hollister Ave.), 08-14-252-012 (208 Hollister Ave.), 08-14-252-004 (220 Hollister Ave.), 08-14-252-007 (154 Hollister Ave.), 08-14-426-027 (1303 Sycamore Road), 08-14-252-011, 08-14-402-008, 08-14-330-016 and 08-14-402-009 (303 Hollister Ave.), 08-14-252
Exhibit B: Plans

(The Plans, as defined herein, shall be appended hereto and shall have separate pagination from the balance of this Agreement).


4. DeKalb Sanitary District Wastewater Treatment Plant Phase 1B Improvements, prepared by Baster & Woodman, consisting of the following:

   a. Title Sheet
   b. G-1 and G-3 through G-6, latest revision dated 1/29/17.
   d. C-1, latest revision dated 3/20/17.
   e. C-2 through C-4, latest revision dated 1/29/17.
   f. C-5 through C-6, latest revision dated 3/20/17.
   g. C-7, latest revision dated 2/17/17.
   i. C-9, latest revision dated 3/20/17.
   j. C-10 through C-13, latest revision dated 1/29/17.
   k. C-14 through C-15, latest revision dated 2/17/17.
   l. C-16, latest revision dated 1/29/17.
   m. C-17, latest revision dated 2/17/17.
   n. C-18, latest revision dated 3/20/17.
   o. C19 latest revision dated 1/29/17.
   p. C-20 through C-23, latest revision dated 2/17/17.
   q. C-24, latest revision dated 1/29/17.
   r. C-25, latest revision dated 2/17/17.
   t. C-26, latest revision dated 1/29/17.
   x. C-36, latest revision dated 2/17/17.
   z. L-1 and L02, latest revision dated 3/20/17.
   aa. E-1, latest revision dated 3/3/17

e.e. E-12, latest revision dated 3/3/17.


ii. M-6, latest revision dated 2/17/17.

jj. P-101 and P-102, drawing date and latest revision dated 1/29/17.


nn. SE101, prepared by Ollmann Ernest Martin Architects, latest revision dated 2/17/17

5. Construction detail documents entitled.

A. Temporary Facilities and Controls

B. Lawns and Grasses

C. Trees Plants and Ground Cover

D. Odor Control Systems


8. Sheets M-7, M-8, M-9, M-10, prepared by Baxter and Woodman, dated 3/3/17, showing odor control plans and details on Primary Clarifiers Numbered 1 and 2.

As contemplated by the Agreement, the Plans shall be revised to address the following comments and shall be submitted for approval by the City. The Plans, once revised, shall be referred to thereafter as the Revised Plans. The Parties agree that the revisions are as follows:

1) The Plans (and subsequent plats) shall be revised to clearly indicate that any previously undedicated right of way comprising Sycamore Road / Illinois Route 23 shall be shown as dedicated.

2) The Plans (and subsequent plats) shall include an informational note identifying the applicability of the Agreement to future use of Lot 3.

3) A lighting plan, including pole and luminaire details, shall be provided. Photometric details shall be provided for the perimeter of the Property and for the public portions of the Property (i.e. Administration Building and related access drive and parking lot), to demonstrate compliance with City Code. Lighting along Sycamore Road shall comply with applicable codes and any IDOT requirements.

4) The Plans shall include a bike rack near the Administration Building parking lot, in location and configuration reasonably acceptable to the Community Development Director.

5) One shade tree, minimum DBH of 2.5", shall be added in each of the two proposed landscape islands at the entrance to the Administration Building public parking lot.

6) The Plans shall be revised to show a City of DeKalb watermain easement for installation, operation and maintenance, in the proposed location of the City watermain (subject to revision based upon as-built conditions, as described above).

7) The Plans shall be revised to provide a detail for the proposed ornamental fence.

8) The Plans shall be revised to indicate which areas shall be maintained as mowed in accordance with City Codes (e.g. those areas along existing adjacent residences and commercial businesses and those areas between the proposed District fences and existing private fences) and which areas, if any, shall be naturalized.

9) The Plans shall be revised to show the removal of all existing Ash trees located on the Property.

10) The Plans shall be revised to show the relocation of the existing above-ground electrical service, in a location reasonably acceptable to both parties.

11) The Plans shall be revised to indicate that water mains comprising the "looped
service" connecting back to and through existing water main on Krpan Court shall be City of DeKalb water mains. All other water mains, lines and services on the Property shall be owned and maintained by the District.

Any of the foregoing revisions can be accomplished through either the preparation and submittal of a full set of revised plans, or through the submission of an exhibit, supplemental plans or other written details in form and content reasonably acceptable to the City. The City shall collaborate with the District on the form of such revisions, so as to minimize any District cost in preparing the same.
STRUCTURE VARIANCE EXHIBIT

DEKALB SANITARY DISTRICT PROPERTY IN SECTION 14, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF DEKALB, DEKALB COUNTY, ILLINOIS.

SCALE 1" = 100'

FOR: DEKALB SANITARY DISTRICT

JOB NO. WES 13621VAR

DATE PREPARED: FEBRUARY 20TH, 2017

Prepared by:
W.E. Hanna Surveyors
508 Pine Street
 Dekalb, Illinois 60115
(815) 756-2189
Fax 748-2532
info@hanasurveyors.com
License # 184007413
NOTE: WATER ELEVATIONS SHOWN REPRESENT PLANT FLOW AT CFM = 18.13 MGD.
EXISTING TYPICAL SECTION
ST 1000 TO ST 800

PROPOSED TYPICAL SECTION
ST 1000 TO ST 800

LEGEND

- EXISTING GRADE
- HOPS ASPHALT SURFACE COURSE, MIL. "3", OIL 2'
- HOPS ASPHALT EMBANKMENT, MIL. "1", OIL 2'
- AGGREGATE SUBGRADE IMPROVEMENT, 2'
- COMBINATION DEGREE CURVE AND CURVATURE, TYPE 6-5-3
- CURVE, DEGREE, AND CURVATURE, TYPE 6-5-3
- ITEM TO BE REVERED

COMMENTS:

- HOT-MIX ASPHALT SURFACE COURSE, MIL. "0", OIL 2'
- HOT-MIX ASPHALT EMBANKMENT, MIL. "0", OIL 2'
- COMBINATION DEGREE CURVE AND CURVATURE, TYPE 6-5-3
- SUBGRADE, DEGREE, AND CURVATURE, TYPE 6-5-3
- ITEM TO BE REVERED
MAINTENANCE OF TRAFFIC NOTES

1. The furnishing, installation, and relocation of all traffic signs will be included in the cost of the contract. All costs for traffic control shall be covered as directed by the Engineer. This will be included in the cost of the work.

2. All conflicting traffic signs shall be covered as directed by the Engineer. This will be included in the cost of the work.

3. Two-way traffic on Hollister Ave shall be maintained at all times.

4. Erosion and sediment controls shall be installed prior to start of construction and continued maintenance for the duration of construction. See erosion control sheets for additional information.

5. The work zone shall be delineated at all times throughout construction by Type II Barricades or drums with arrow directional street lamps eight feet of center on tangents and 20 feet center on tapers and lane shifts and 12 feet center on radius. Two lanes shall be open to traffic at the end of each work day, maintaining a minimum width per lane. Contractor shall establish a 25 mph construction zone speed limit. Temporary stripings, drums, barricades, and construction signs placement shall be approved by the Engineer prior to construction.

6. The lane closures shall be in accordance with the applicable highway standards.

7. The Contractor shall be required to remove all existing pavement markings that conflict with the suggested maintenance of traffic plan.

8. All temporary pavement markings that are not in accordance with the Engineer shall be replaced by the Contractor immediately or as determined by the Engineer.

9. Construction vehicles and/or equipment shall not be parked overnight within state right of way adjacent to the project. The Engineer will assist the Contractor in identifying construction zones located at the start of construction.

LEGEND

- Temporary pavement marking
- Direction of traffic
- Type of barricades or drums
REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT — 1 EACH

- Each MVTO WIRE AND BOX INSTALLATION
- Each MVTO WIRE AND BOX:""
**Electrical Load Chart**

**Street Sign Detail**

The street name sign shall be placed on the mast arm parallel to the respective route to be determined by the Engineer.

**Pedestrian Crossing Sign Detail**

One sign shall be provided for each push-button. The sign shall be determined to be a rectangular shape, with or without illumination. It shall be locked to prevent normal vandalism.

**Dampening Plate Detail**

Note the dimensions for the dampening plate.
TEMPORARY LIGHT POLE DETAIL

NOTES:
1. ALL DIMENSIONS IN INCHES UNLESS OTHERWISE SPECIFIED
2. MATERIALS TO BE USED AS SPECIFIED
3. ALL CONCRETE TO BE TIGHTLY TAMPIED AT 2 INCH INTERVALS

TEMPORARY LIGHT POLE ATTACHMENT DETAIL

NOTES:
1. ALL CONCRETE TO BE TIGHTLY TAMPIED AT 2 INCH INTERVALS

BARE COPPER-CAUTION-
LATE-BOIL-
GOOD POLE-MASSIFIED-
PETTY EYES-TIED WITH FACTORY FUSED CABLE TO-
HEAVY DUTY GROUND WIRE EVERY THIRD POLE-
GROUND CLAMP-
NEUTRAL CONDUCTOR-
PHASE CONDUCTOR-
WATERPROOF FUSEABLE & FUSE-
ALUMINUM PLACED OVER SLEEVE WITH NEUTRAL CLIP
FINAL PLAT OF

"DeKalb Sanitary District Planned Development"

A PLANNED UNIT DEVELOPMENT IN SECTION 14, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB TOWNSHIP, DEKALB COUNTY, ILLINOIS.

Total Area = 51.84 Acres
Plantings in Naturalized Areas #1, #2 & #3 will be approved by the Community Development Director.
Select a state

- Illinois (/store/items/IL)
- Indiana (/store/items/IN)
- Iowa (/store/items/IA)
- Kansas (/store/items/KS)
- Michigan (/store/items/MI)
- Minnesota (/store/items/MN)
- Missouri (/store/items/MO)
- Nebraska (/store/items/NE)
- Ohio (/store/items/OH)
- Regional Mixes (/store/items/RS)
- South Dakota (/store/items/SD)
- Wisconsin (/store/items/WI)

Illinois Basic Pollinator-WILDFLOWERS ONLY (Mesic-Dry)
$190.00 / acre

Crimson Clover 0.5000
Pale Beardtongue 0.0010
Lanceleaf Coreopsis 0.2000
Wild Bergamot 0.0400
Ohio Horse Mint 0.0025
Butterfly Milkweed 0.0310
Ohio Spiderwort 0.0100
White Wild Indigo 0.0100
Common Milkweed 0.0310
Narrowleaf Mtn Mint 0.0070
Purple Prairie Clover 0.2500
Mountain Mint 0.0030
Dotted Mint 0.0050
Partridge Pea 0.2500
Purple Coneflower 0.1000
Gray Goldenrod 0.0070
Foxglove Beardtongue 0.0080
Leadplant 0.0500
Rigid Goldenrod 0.0200
Black-eyed Susan 0.0500
Evening Primrose 0.0400
Brown-eyed Susan 0.0500
Hoary Vervain 0.0310
<table>
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<tr>
<th>Item</th>
<th>Price</th>
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<tbody>
<tr>
<td>Yellow Coneflower</td>
<td>0.0300</td>
</tr>
<tr>
<td>Illinois Bundleflower</td>
<td>0.2500</td>
</tr>
<tr>
<td>Canada Milk Vetch</td>
<td>0.2000</td>
</tr>
</tbody>
</table>

How many acres would you like to purchase?

<table>
<thead>
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<th>Acres</th>
<th>Price</th>
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<tbody>
<tr>
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<td>0.1250</td>
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</tbody>
</table>

(9999.0 acres available)

Add to Cart  Continue Shopping
ORDINANCE 06-74    Passed: August 28, 2006

GRANTING A ZONING CHANGE FROM "MFR" MULTI-FAMILY RESIDENTIAL TO "PD-R" PLANNED DEVELOPMENT-RESIDENTIAL, AND APPROVAL OF AN ACCOMPANYING PRELIMINARY AND FINAL PLAN FOR PARKSIDE OAKS PUD, LOCATED ADJACENT TO HOPKINS PARK AND SYCAMORE ROAD.

WHEREAS, a petition has been filed by Resource Bank Trust 20-006, represented by Jeff Hunt, with the City Clerk of the City of DeKalb asking for a change in the Zoning District Map for the subject property; and,

WHEREAS, a public hearing has been held by the DeKalb Plan Commission on June 14 and July 26, 2006, following the required published notice of the time and place of the hearing; and,

WHEREAS, the DeKalb Plan Commission has considered the change in the Zoning District Map from "MFR" Multi-Family Residential, to "PD-R" Planned Development-Residential, and recommended approval of the requested rezoning and the accompanying Preliminary/Final Plan by a vote of 7-0, subject to conditions; and,

WHEREAS, the proposed rezoning is compatible with the existing land uses and proposed development plans for the area; will not impair the public health, safety, morals and welfare of the community; now,

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL of the City of DeKalb, Illinois as follows:

Section 1. That the requested change in the Official Zoning Map, although effective immediately, be made on the Official Zoning Map no later than March 31, 2007.

Section 2. That the Preliminary/Final Plan for Parkside Oaks Townhomes PUD, a copy of which is attached as Exhibit "A" be approved, conditional upon the following:

1. The development is permitted a maximum of 76, two-bedroom dwelling units, configured in four-unit and eight-unit buildings as depicted on the Preliminary Plan.
2. The units shall be arranged so that no eight-unit building is adjacent to another eight-unit building.
3. The units shall be constructed to have brick facades on the first story of the front of each building.
4. The units shall be built to match the building designs depicted in the accompanying building elevations. Forty-year grade architectural shingles shall be used to roof the dwelling units. The
colors used on the siding and roofing materials, and the hipped or gabled roof lines, shall be varied so that no two adjacent buildings are identical in appearance.

5. The development shall be constructed to accommodate the accompanying landscaping plan, including the thirty-foot landscaped berm as buffer to the adjacent single-family lots. Preservation of existing, mature trees in this area is encouraged as they contribute to maintaining the wooded, natural character of the subject property.

6. The easements required to connect to the public sanitary and water systems shall be recorded and incorporated into the final plat for the project.

7. The preliminary development plan shall include a provision for signage on Sycamore Road to identify the presence of and access to the subject property. This sign shall be a monument style sign with a brick base to match the brick used on the building facades. The sign shall not exceed thirty square feet in size or ten feet in height. The sign shall replace the existing “Parkside Drive Apartments” sign, and shall identify both the Parkside Drive Apartments and the Parkside Oaks project. This requirement is intended to satisfy earlier requests by the Fire and Police Departments to facilitate location of the proposed development in the event that emergency response services need to be directed to the site.

8. An amended preliminary development plan shall be prepared and resubmitted for review by Staff and the Plan Commission to address the comments noted by the Engineering and Fire Departments, and the DeKalb Sanitary District.

9. The maintenance garage and all trash enclosures shall be constructed of brick and similar roofing materials to match the dwelling units.

10. Playground equipment shall be placed in a location that is accessible to all of the development’s residents.

11. No further resubdivision of the property is permitted; a plat note stating this restriction shall be added to the development’s final plat.

12. Shutters shall be added to the windows on the rear and side facades of each building; false chimney chases shall be added to the rear facades of each building.

Section 3. That all provisions of the Unified Development Ordinance shall remain in full force and effect, and this Ordinance shall take effect upon its passage and approval according to law.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a regular meeting held on the 28th day of August, 2006 and approved by me as Mayor on the same day. First and second reading on August 28, 2006. Roll call vote 7-0. Aye: Harris, Povlsen, Kapitan, Gorski, Conboy, Baker, Barr.

ATTEST:

DONNA S. JOHNSON, City Clerk

FRANK VAN BUER, Mayor
IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL DISTRICT
DE KALB COUNTY, ILLINOIS

De Kalb Park District, a Body Politic,
Plaintiff
v.
Resource Bank, N.A., a National Banking
Association, as Trustee u/t/a dtd 5/30/00 a/k/a
Trust No. 20-006; Resource Bank, N.A., as
Mortgagee under a Mortgage dated May 30, 2000
and recorded as Doc. #00008314; William
McNew, Jeff Hunt, and Boyce Besinger;
Unknown Owners, and Unknown Occupants,
Defendant(s).

SETTLEMENT STIPULATION

THIS MATTER coming on for trial and the Court being advised that the parties have
reached a settlement,

NOW THEREFORE, the parties and their respective attorneys stipulate as follows:

1. The DeKalb Park District stipulates and agrees to pay the Defendants,
Resource Bank, N.A., a National Banking Association, as Trustee u/t/a dtd 5/30/00 a/k/a
Trust No. 20-006; William McNew, Jeff Hunt, and Boyce Besinger; and the Defendants
agree to accept, the sum of Twenty Five Thousand Dollars ($25,000.00) and the benefit of
the grant of easements hereinafter described and agree to grant the DeKalb Park District a
grant of conservation easement pursuant to the Real Property Conservation Rights Act, 765
ILCS 120, as amended, on, over and across the property described in Exhibit “A” attached
hereeto in complete settlement of the above captioned cause.

2. In fulfillment of the settlement, the DeKalb Park District agrees to grant to the
appropriate public bodies an easement across and through the property owned by the Park
District adjacent to and contiguous with the property owned by the Defendants for the
purpose of accessing sanitary sewer and public water. The location, construction and timing
of the installation of the easements shall be subject to the parties mutual consent, which
consent shall not be unreasonably withheld. The Defendants, at their sole cost and expense,
shall cause a plat of survey to be prepared for each easement which shall be granted. The
Defendants further agree to install, at their cost, a water stub for future connection by the
IN RE DeKalb Park District v Resource Bank et al; DK 00 ED 1
Settlement Stipulation (cont’d)

Park District at a location designated by the Park District’s representative. The grant of
casements shall be in the form and style as described in Exhibits “B” and “C” attached
hereto, and shall be acceptable to all parties, including the governing bodies which will have
jurisdiction over said easements.

3. Upon payment of the compensation and the execution and recordation of the
conservation easement hereinafter described, the court shall enter an order dismissing the
cause with prejudice.

4. The conservation easement shall be in the form and style as described in
Exhibit “D”.

5. The DeKalb Park District further agrees that it will not seek to collect fees or
impose obligations under the “Dedication of Public Park Sites or Cash Contributions in Lieu
of Park Sites” Ordinance authorized under Article 8.02 of the City of DeKalb Code, as
applied to the property which is the subject matter of this action, and further agrees to
cooperate in good faith with the Defendants in their request for project approval from the
City of DeKalb and other public bodies.

6. This is the complete and final agreement and understanding of the parties
relative to all outstanding issues. A copy of this stipulation shall be filed with the Court, and
the parties are agreed that it shall form the basis of a final court order to be entered in the
action.

7. All rights of appeal are hereby waived, all costs have been paid, and each party
shall bear their own legal fees and costs.

IN WITNESS WHEREOF, this stipulation has been entered into by the respective
attorneys for the parties.

[Signatures]
ATTORNEY FOR PLAINTIFF

ATTORNEY FOR DEFENDANT

Prepared By:

Charles G. Brown - IL Atty #00312-142
ATTORNEY FOR PLAINTIFF
301 East Lincoln Highway
DeKalb, IL 60115
(815) 756-6328

Page 2 of 2
May 5, 2006

Mr. Joel Maurer  
DeKalb City Engineer Director  
200 S. Fourth Street  
DeKalb, Illinois 60115

RE: Water Main Easement

Dear Mr. Maurer:

I represent the DeKalb Park District. In 2004, the DeKalb Park District entered into a settlement with the owners of Resource Bank, NA Trust No. 20-006 relative an eminent domain action. As part of that settlement, a copy of which is enclosed, the DeKalb Park District agreed to grant an easement across its property for a water main. The easement is to run in favor of the City of DeKalb. The owners have contacted the Park District and indicated they are ready to proceed with the development of their property and desire the easement to be recorded. Attached hereto is a copy of the proposed easement and the Plat of Easement. The Plat of Easement was prepared by Fehr-Graham & Associates. Please review the same and advise the undersigned what, if any, additional information you will need from the Park District. The representative for the owners is Jeff Hunt, 10766 E. Gurler Road, DeKalb, IL (815) 739-3398. You should contact him directly if you have any questions concerning the construction of the sewer line or the project itself. If you have any questions of the Park District, please contact Brad Garrison. Thank you for you timely consideration of this request.

Sincerely yours,

CHARLES G. BROWN

CGB:cmg

cc. Brad Garrison, Jeff Hunt, Tom Simmons

Enclosure
May 5, 2006

Mr. Michael Zima
DeKalb Sanitary District
303 Hollister Avenue
DeKalb, Illinois 60115

RE: Sanitary District Easement

Dear Mr. Zima:

I represent the DeKalb Park District. In 2004, the DeKalb Park District entered into a settlement with the owners of Resource Bank, NA Trust No. 20-006 relative an eminent domain action. As part of that settlement, a copy of which is enclosed, the DeKalb Park District agreed to grant an easement across its property for a sanitary sewer main. The easement is to run in favor of the DeKalb Sanitary District. The owners have contacted the Park District and indicated they are ready to proceed with the development of their property and desire the easement to be recorded. Attached hereto is a copy of the proposed easement and the Plat of Easement. The Plat of Easement was prepared by Fehr-Graham & Associates. Please review the same and advise the undersigned what, if any, additional information you will need from the Park District. The representative for the owners is Jeff Hunt, 10766 E. Gurler Road, DeKalb, IL (815) 739-3398. You should contact him directly if you have any questions concerning the construction of the sewer line or the project itself. If you have any questions of the Park District, please contact Brad Garrison. Thank you for your timely consideration of this request:

Sincerely yours,

CHARLES G. BROWN

CGB:cmg

cc. Brad Garrison, Jeff Hunt, Tom Simmons

Enclosure
TO: HONORABLE MAYOR VAN BUER AND THE CITY COUNCIL
FROM: CITY OF DEKALB PLAN COMMISSION
RE: FINDING OF FACT AND RECOMMENDATION

APPLICANT: Resource Bank Trust 20-006
APPLICATION: Rezoning Property to PD-R Planned Development-Residential
LOCATION: West side of Sycamore Road, south of Parkside Drive Apartments at 1329 Sycamore Road and adjacent to Hopkins Park

I. GENERAL INFORMATION

Complete information regarding the proposed amendment can be found in the staff report accompanying this application, Community Development Memo PC120-06, which is hereby attached to and made a part of these Findings.

II. PROCEDURES

Pursuant to law, a public hearing was held by the City of DeKalb Plan Commission regarding this matter on July 26, 2006. The hearing was advertised in the local newspaper, The DeKalb Daily Chronicle, and appeared in an edition available to the public 15 to 30 days prior to the hearing. Surrounding property owners within 250 feet were notified of the public hearing, and were provided with a response form and a postage-paid envelope. A quorum of the Commission was present at the hearing in which subject Application and documentation materials were reviewed and all persons who desired to testify were heard.

III. APPLICANT'S REQUEST

Resource Bank Trust 20-006, represented by Mr. Jeff Hunt, desires approval of rezoning from "MFR" Multi-Family Residential, to "PD-R" Planned Development Residential, and approval of a preliminary development plan and final plan for Parkside Oaks PUD. The Applicants propose to construct 76 two-bedroom multi-family dwelling units, arranged in four-plex townhouse style buildings.

IV. PUBLIC SUPPORT AND/OR OBJECTIONS

Note: For a summary of all public input, please refer to the Plan Commission minutes from the public hearing on this item.

PC121-06
V. APPLICABLE SECTIONS OF THE UNIFIED DEVELOPMENT ORDINANCE

Article 5.13 sets forth the allowed uses and pertinent performance standards of Planned Development Districts.

Article 20.04 provides the procedures and criteria for the approval of a zoning map amendment (rezoning).

VI. CONCLUSIONS

Based upon careful review and consideration of the application, the public input received, and the criteria set forth in the UDO regarding this application, the Plan Commission of the City of DeKalb draws the following conclusions:

A. The proposed rezoning conforms to the Comprehensive Plan, or conditions have changed to warrant the need for different types of land uses in that area.

The rezoning complies with the land use designated for this property in the Comprehensive Plan and on the Development Plan Map. Additionally, this property is surrounded on all sides by existing development and can be considered infill development. A revised design with a maximum of 57 units would conform to the “High Density” designation for this property.

B. The proposed rezoning conforms to the intent and purpose of the Unified Development Ordinance.

The proposed rezoning conforms to the intent and purpose of the UDO, specifically the Planned Development district, by providing for a safe and desirable living environment for residential areas adjacent to existing public facilities and resources, particularly Hopkins Park. Additionally, the project provides for improvements to the existing infrastructure serving the area, particularly water service and fire flows. As an infill development surrounded by previously-developed properties, the project takes advantage and improves existing infrastructure rather than requiring an extension of services to outlying, more distant areas adjacent to the built community.

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

The pattern of land uses follows that of the adjacent development, and complies with the Comprehensive Plan. The preliminary plan demonstrates that water and sanitary sewer service to the adjacent properties will be improved beyond existing services, and the proposed stormwater drainage and detention system is adequate to adequately control drainage of the subject property from negatively impacting the surrounding area. One negative impact associated with this development is the potential loss of the naturally wooded area currently found on the site, which is uncommon for the area. Efforts to minimize this impact will be undertaken in amending the preliminary development plan for this project, as well as at the time of the final plat/plan.

D. The proposed rezoning constitutes an expansion of an existing zoning district that no longer meets the demand for the intended land uses.

As townhouses have been regarded as being more desirable in appearance, the rezoning of this property will allow for an equivalent housing density without the negative visual impacts associated with a larger,
traditional apartment building. In that regard, this rezoning reflects an expansion of a zoning district that no longer meets the demand for the intended land uses.

E. Adequate public facilities and services exist or can be provided.

Utilities currently serve the adjacent properties, and will be extended by the Applicant to the subject property to adequately serve the site.

VII. DETERMINATION AND RECOMMENDATION

NOW, THEREFORE, BE IT RESOLVED, that the Plan Commission of the City of DeKalb does find and concludes, and recommends to the City Council that the petition by Resource Bank Trust 20-006 for the approval of the Parkside Oaks Preliminary Plan, be approved subject to the following conditions:

1. The development is permitted a maximum of 76 two-bedroom dwelling units, configured in four-unit and eight-unit buildings as depicted on the Preliminary Plan.

2. The units will be arranged so that no eight-unit building is adjacent to another eight-unit building.

3. The units will be constructed to have brick facades on the first story of the front of each building.

4. The units will be built to match the building designs depicted in the accompanying building elevations. Forty-year grade architectural shingles will be used to roof the dwelling units. The colors used on the siding and roofing materials, and the hipped or gabled roof lines, will be varied so that no two adjacent buildings are identical in appearance.

5. The development will be constructed to accommodate the accompanying landscaping plan, including the thirty-foot landscaped berm as buffer to the adjacent single-family lots. Preservation of existing, mature trees in this area is encouraged as they contribute to maintaining the wooded, natural character of the subject property.

6. The easements required to connect to the public sanitary and water systems will need to be recorded and incorporated into the final plat for the project.

7. The preliminary development plan should include a provision for signage on Sycamore Road to identify the presence of and access to the subject property. This sign shall be a monument style sign with a brick base to match the brick used on the building facades. The sign will not exceed thirty square feet in size or ten feet in height. The sign will replace the existing "Parkside Drive Apartments" sign, and will identify both the Parkside Drive Apartments and the Parkside Oaks project. This requirement is intended to satisfy earlier requests by the Fire and Police Departments to facilitate location of the proposed development in the event that emergency-responses services need to be directed to the site.

8. An amended preliminary development plan should be prepared and resubmitted for review by Staff and the Plan Commission to address the comments noted by the Engineering and Fire Departments, and the DeKalb Sanitary District.

9. The maintenance garage and all trash enclosures will be constructed of brick and similar roofing materials to match the dwelling units.

10. Playground equipment will be placed in a location that is accessible to all of the development's residents.

PC121-06A
11. No further resubdivision of the property is permitted; a plat note stating this restriction will be added to the development's final plat.

12. Shutters will be added to the windows on the rear and side facades of each building; false chimney chases will be added to the rear facades of each building.

Motion Passed and Approved by the Plan Commission of the City of DeKalb, Illinois, this 26th day of July 2006, by a vote of 7 yes, 0 no, 0 absent/abstain.

Rich Fassig, Chair
I, RUTH A. SCOTT, do hereby certify that I am the duly appointed Deputy City Clerk of the City of DeKalb, DeKalb County, Illinois, and as such officer, I am the keeper of the records and files of the City Council of said City.

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

ORDINANCE 2017-027

APPROVING THE FINAL PLAT OF DEKALB SANITARY DISTRICT PLANNED DEVELOPMENT SUBDIVISION, WHICH INCLUDES THE VACATION OF HOLLISTER AVENUE, DEKALB, ILLINOIS.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, on the 22nd day of May, 2017, and the original is now on file at the City of DeKalb Municipal Building.

WITNESS my hand and the official seal of said City this 26th day of April, 2018.

RUTH A. SCOTT, Deputy City Clerk

Prepared by and Return to:
Deputy City Clerk Ruth Scott
City of DeKalb
200 South Fourth Street
DeKalb, IL 60115
ORDINANCE 2017-027  PASSED: MAY 22, 2017

APPROVING THE FINAL PLAT OF DEKALB SANITARY DISTRICT PLANNED DEVELOPMENT SUBDIVISION, WHICH INCLUDES THE VACATION OF HOLLISTER AVENUE, DEKALB, ILLINOIS.

WHEREAS, the City of DeKalb (City) is a home rule municipality with the power and authority conferred upon it by the Illinois Municipal Code and the Constitution of the State of Illinois; and

WHEREAS, Kishwaukee Water Reclamation District (Owner) has owned and operated a water reclamation facility on property located at 303 Hollister Avenue in DeKalb, Illinois, and has purchased adjoining properties to accumulate 51.84 acres of contiguous property between the Kishwaukee River and Sycamore Road, which property is legally described in Exhibit A (Subject Property); and

WHEREAS, the Owner petitioned the City for approvals necessary to expand their existing facility and accommodate the construction of facilities which will modernize the processes and expand the footprint of the Owner's wastewater treatment facilities (Project); and

WHEREAS, the Project requires rescinding Ordinance 2006-074, which authorized a Planned Development Residential (PD-R) Zoning for Parkside Oaks Planned Development which was never constructed on property owned by the Owner (Oaks); and

WHEREAS, the Project also requires a rezoning of the Subject Property to (PD-R), and approval of the Final Plat of DeKalb Sanitary District Planned Development (which includes the vacation of Hollister Avenue); and

WHEREAS, the City and Owner seek to enter into an Intergovernmental Cooperation Agreement for the Subject Property; and

WHEREAS, the City and Owner have conducted all required public hearings before the Planning and Zoning Commission of the City of DeKalb and the City Council of the City of DeKalb and have otherwise satisfied all conditions precedent to the adoption of this Ordinance; and,

WHEREAS, the City Council adopts the following findings of fact of the Planning and Zoning Commission of the City of DeKalb, finds that the proposed rezonings are in
conformance with the applicable zoning factors contained therein, and finds that approval of this Ordinance, with the corresponding approval of the rezoning for the Subject Property, is in the public interest and promotes the public health, safety and welfare;

STANDARDS OF REZONING

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

The 2005 Comprehensive Plan recommends the subject site for four different land use categories reflecting the existing land uses. Staff believes that the proposed development meets the intent of the City’s Comprehensive Plan in providing efficient urban services. The project is necessary in order to meet provide the District space to construct new biological treatment infrastructure and allow for future expansion of treatment capacity to meet the needs of the community.

2. The proposed rezoning conforms to the intent and purpose of the Unified Development Ordinance.

The proposed use and zoning of Planned Development – Residential will comply with the regulations of the UDO. Regulations are recommended and a Development Agreement will be prepared that control zoning, development and maintenance, operations and other property improvement related issues.

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

The vast majority of the surrounding area is already developed. The proposed improvements are consistent with the Sanitary District’s goal of balancing its regulatory obligations while remaining mindful of neighboring property owners. Regulations are recommended that will control zoning, development and maintenance, operations and other property improvement related issues.

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

The subject property is currently zoned “SFR2” Single-Family Residential District. Rezoning the property to "PD-R" Planned Development – Residential will allow the District area to construct new biological treatment infrastructure and allow for future expansion of treatment capacity to meet the needs of the community and meet the regulations of the Environmental Protection Agency.

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

Adequate public services are already provided to the subject property. The proposed expansion involves a public utility and all required services will be provided. Hollister Ave.
will be re-located to better serve the planned expansion and the roads intersection with Sycamore Road will be re-aligned to provide better safety.

STANDARDS FOR PLANNED DEVELOPMENT

General Standards: The approval of the Development Plan may provide for such exceptions from the regulations associated with traditional zoning districts as may be necessary or desirable to achieve the objectives of the proposed planned development. However, such exceptions shall consistent with the City’s Comprehensive Plan and the standards contained in this Section and have been specifically requested in the application for a planned development; and further, that no planned development shall be allowed which would result in:

1. Inadequate or unsafe access to the planned development;

Hollister Ave. will be re-located with its intersection with Sycamore Road so it better aligns with N. 13th St. New traffic signals will be constructed and the crosswalks improved. Hollister Ave. will be re-located through the site and will be gated just to the west of the Administration/LabBuilding.

2. Traffic volumes exceeding the anticipated capacity of the proposed major street network in the vicinity;

Traffic along Hollister Ave. will be drastically reduced with the demolition of about 20 homes along the road in conjunction with the project. The District has submitted the plans to I.D.O.T and have received preliminary approval for the re-location of Hollister Ave. with Sycamore Road.

3. An undue burden on public parks, recreation areas, schools, fire and police protection and other public facilities which serve or are proposed to serve the planned development;

The proposed facility is an existing utility company serving the City and will not have any undue impact on public parks, recreation areas, schools, fire and police protection and other public facilities.

4. A development which will be incompatible with the intent and purposes of this Ordinance;

The applicant is requesting Planned Development Zoning, which allow the City to approve regulations that will control the zoning, development and maintenance, operations and other property improvement related issues.

5. Detrimental impact on surrounding area including, but not limited to, visual pollution;
The proposed Planned Development will allow the District area to construct new biological treatment infrastructure and allow for future expansion of treatment capacity to meet the needs of the community and meet the regulations of the Environmental Protection Agency. As part of the Planned Development, development controls will be implemented and landscape areas will be enhanced to provide additional visual buffers.

NOW THEREFORE BE IT ORDAINED by the Mayor and City Council of the City of DeKalb, DeKalb County, Illinois, as follows:

Section 1. Intergovernmental Cooperation Agreement: The City Council of the City of DeKalb hereby approves of the Intergovernmental Cooperation Agreement attached hereto as Exhibit B ("the Agreement"), and authorizes and directs the Mayor of the City of DeKalb to execute the Agreement, subject to such changes as shall be acceptable to him with the recommendation of City Staff.

Section 2. Rescinding of Ordinance 2006-074 Approved: The City Council of the City of DeKalb hereby approves the rescinding of Ordinance 2006-074.

Section 3. Final Plat of DeKalb Sanitary District Planned Development Approved: The City Council of the City of DeKalb hereby approved the Final Plat of DeKalb Sanitary District Planned Development prepared by W.E. Hanna Surveyors and latest revision dated May 9, 2017.

Section 4. Rezoning Authorized: The City Council of the City of DeKalb hereby approves of the rezoning of the Subject Property to the PD-R Planned Development Residential District consistent with all conditions, approvals, restrictions and limitations as defined in the Agreement approved herein.

Section 5. PD-R Planned Development Residential Standards: The approvals, conditions, restrictions, and exhibits in the Agreement are incorporated into and made a part of this Ordinance.

Section 6. Recording Directed: After execution by all parties, this Ordinance, the Agreement and all exhibits shall be recorded in the DeKalb County Recorder's Office.

Section 7. Multiple Actions Approved: The City Council hereby expressly approves of the Agreement, the rezoning of the Subject Property, the Final Plat of DeKalb Sanitary District Planned Development Subdivision, and the recording of related documents, within this Ordinance, as if each action was separately set out and approved.

Section 8. All Ordinances or portions thereof in conflict with this Ordinance, including Ordinance 2006-074, are hereby repealed.

Section 9. Should any provision of this Ordinance be declared invalid by a court of competent jurisdiction, the remaining provisions will remain in full force and affect the same as if the invalid provision had not been a part of this Ordinance.
Section 10. This Ordinance shall be in full force and effect after passage and publication pursuant to law. Publication date: May 23, 2017. Effective date: June 1, 2017.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a Regular meeting thereof held on the 22nd day of May, 2017, and approved by me as Mayor on the same day. Passed on First Reading by an 8-0 roll call vote. Aye: Jacobson, Finucane, Marquardt, Fagan, Noreiko, Verbic, Faivre, Smith. Second Reading Waived by an 8-0 roll call vote. Aye: Jacobson, Finucane, Marquardt, Fagan, Noreiko, Verbic, Faivre, Smith.

ATTEST:

SUSANNA HERRMANN, City Clerk

JERRY SMITH, Mayor
VACATION OF HOLLISTER AVENUE, DEKALB, ILLINOIS

LEGAL DESCRIPTION

THAT PART OF HOLLISTER AVENUE AS DEDICATED PER THE PLAT OF "PROSPECT PLACE" ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK "D", PAGE 13, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTHWETERLY LINE OF SYCAMORE ROAD WITH THE SOUTHWESTERLY LINE OF SAID HOLLISTER AVENUE; THENCE NORTHWETERLY ALONG SAID SOUTHWESTERLY LINE TO THE NORTHWETERLY CORNER OF LOT 11 IN BLOCK ONE OF SAID PROSPECT PLACE; THENCE NORTHEASTERLY ALONG THE NORTHEASTERLY EXTENSION OF THE NORTHWETERLY LINE OF SAID LOT 11 A DISTANCE OF 48.0 FEET; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID HOLLISTER AVENUE TO SAID NORTHWETERLY RIGHT OF WAY LINE; THENCE SOUTHWESTERLY ALONG SAID NORTHWETERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING, ALL IN THE CITY OF DEKALB, DEKALB COUNTY, ILLINOIS.
FINAL PLAT OF
"DeKalb Sanitary District Planned Development"
A PLANNED UNIT DEVELOPMENT IN SECTION 14, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB TOWNSHIP, DEKALB COUNTY, ILLINOIS.

Total Area = 51.84 Acres
QUITCLAIM DEED

Pursuant to and in compliance with the authority set forth in Public Act 100-1158, which was approved by Governor Bruce Rauner, the State of Illinois, acting by and through its Department of Transportation, Grantor, for and in consideration of the sum of Four Thousand and 00/100 Dollars ($4,000.00) in hand paid, conveys and quitclaims to Kishwaukee Water Reclamation District, Grantee, all right, title and interest in the following described real estate, no longer needed for highway purposes in the County of DeKalb, State of Illinois, to wit:

Parcel No. 3EX0106

Tract 1: A triangular piece of land in Lot 3 in Block 1 in Prospect Place Subdivision, in Section 14, Township 40 North, Range 4 East of the Third Principal Meridian, DeKalb County, Illinois, described as follows: Beginning at the most easterly corner of said Lot 3; thence Southwesterly on the southeasterly line of said Lot 3, said line having a bearing of South 40 degrees 04 minutes 07 seconds West, a distance of 23.29 feet to a point; thence Northwesterly on a line having a bearing of North 34 degrees 02 minutes 21 seconds West, a distance of 72.70 feet to a point in the most Northerly corner of said Lot 3; thence Southeasterly on the northeasterly line of said Lot 3, said line having a bearing of South 52 degrees 41 minutes 55 seconds East, a distance of 70.00 feet to the POINT OF BEGINNING, containing 814 square feet (0.019 acre), more or less

Tract 2: A parcel of land in Lots 1 and 2 in Block 1 of Prospect Place Subdivision, in Section 14, Township 40 North, Range 4 East of the Third Principal Meridian, DeKalb County, Illinois, described as follows: Beginning at the most Easterly corner of said Lot 2; thence southwesterly on the Southeasterly line of said Lots 1 and 2, said line having a bearing of South 39 degrees 57 minutes 28 seconds West, a distance of 120.15 feet to a point in the most Southerly corner of said Lot 1; thence Northwesterly on the southwesterly line of said Lot 1, said line having a bearing of North 66 degrees 08 minutes 46 seconds West, a distance of 16.26 feet to a point; thence North 40 degrees 33 minutes 29 seconds East 21.22 feet; thence Northeasterly on a line having a bearing of North 10 degrees 29 minutes 00 seconds East, a distance of 39.91 feet to a point; thence Northwesterly on a line having a bearing of North 34 degrees 02 minutes 21 seconds West, a distance of 136.69 feet to a point on the northwesterly line of said Lot 2; thence Northeasterly on a line having a bearing of North 40 degrees 04 minutes 07 seconds East, a distance of 23.29 feet to a point in the most Northerly corner of said
Lot 2; thence Southeasterly on the northeasterly line of said Lot 2, said line having a bearing of South 52 degrees 41 minutes 55 seconds East, a distance of 166.56 feet to the point of beginning, except, beginning at the most Easterly corner of said Lot 2; thence Southwesterly on the southeasterly line of said Lots 1 and 2, said line having a bearing of South 39 degrees 57 minutes 28 seconds West, a distance of 120.15 feet to a point in the most southerly corner of said Lot 1; thence Northwesterly on the southwesterly line of said Lot 1, said line having a bearing of North 66 degrees 08 minutes 46 seconds West, a distance of 16.26 feet to a point; thence North 40 degrees 33 minutes 29 seconds East 124.00 feet to the North line of said Lot 2; thence South 52 degrees 41 minutes 55 seconds West 14.34 feet along said North line, to the POINT OF BEGINNING. Total area of Tract No. 2 is 7,657 square feet (0.176 acre), more or less. ALL RESERVING a Permanent Easement for Highway Purposes as shown on the attached plat, and situated in the City of DeKalb, State of Illinois, more particularly described as follows:

Description of Permanent Easement
A part of Lots 1 and 2 in Block 1 of Prospect Place Subdivision, in Section 14, Township 40 North, Range 4 East of the Third Principal Meridian, DeKalb County, Illinois, described as follows: Commencing at the most easterly corner of said Lot 2; thence North 52 degrees 41 minutes 55 seconds West 14.34 feet along the Northerly line of said Lot 2, to the point of beginning; thence South 40 degrees 33 minutes 29 seconds West 102.76 feet, to the Northwesterly existing Right of Way line of FA 324 (Illinois Route 23); thence North 10 degrees 29 minutes 00 seconds East 39.91, feet along said Right of Way line; thence North 34 degrees 02 minutes 21 seconds West 73.60 feet, along said Right of Way line; thence North 24 degrees 09 minutes 51 seconds East 12.03 feet; thence North 76 degrees 00 minutes 06 seconds East 40.67 feet to the North line of said Lot 2; thence South 52 degrees 41 minutes 55 seconds East 70.77 feet to the POINT OF BEGINNING, containing 5,377 square feet 0.123 acre), more or less, situated in the City of DeKalb, State of Illinois.
Dated this 1st day of February, A.D., 2019.

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: [Signature]
Acting Secretary
Matt Magalis

STATE OF ILLINOIS
COUNTY OF SANGAMON

I, Amber Ralph, Notary Public, for the State of Illinois, DO
HEREBY CERTIFY that Matt Magalis, personally known to me to be the Acting Secretary of the
Department of Transportation, a Department of the State of Illinois, and whose name is
subscribed to the foregoing instrument, appeared before me this day in person and
acknowledged that as such Acting Secretary he signed and delivered the said instrument as his
free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1st day of February, A.D., 2019.

Amber N. Ralph
Notary Public

My Commission Expires: August 17, 2021
Prepared By and Return To:
Illinois Department of Transportation
ATTN: Bureau of Land Acquisition
700 East Norris Drive
Ottawa, IL 61350

Grantee and Tax Bill To:
Kishwaukee Water Reclamation District
303 Hollister Avenue
DeKalb, IL 60115

Exempt under Provision of Paragraph B, Section 31-45 Real Estate Transfer Tax Law.

2/25/19
Date

[Signature]
Regional Engineer
DOUGLAS J. JOHNSON
DEKALB COUNTY RECORDER
PLAT ACT AFFIDAVIT

State of Illinois

} ss

County of DeKalb

Kristine L. Kliger, being duly sworn on oath, states that he resides at

700 E. Norris Dr
DHJAW \ IL 60136

And further states that: (please check the appropriate box)

A. [ ] That the attached deed is not in violation of 765 ILCS 205/1(a), in that the sale or exchange is of an entire tract of land not being a part of a larger tract of land; or

B. [X] That the attached deed is not in violation of 765 ILCS 205/1(b) for one of the following reasons: (please circle the appropriate number)

1. The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access;
2. The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access;
3. The sale or exchange of parcels of land between owners of adjoining and contiguous land;
4. The conveyance of parcels of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipe lines which does not involve any new streets or easements of access;
5. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
6. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use;
7. Conveyances made to correct descriptions in prior conveyances.
8. The sale or exchange of parcels or tracts of land following the division into no more than 2 parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access.
9. The sale is of a single lot of less than 5 acres from a larger tract, and a survey has been made by an Illinois Registered Land Surveyor, and the sale is not a sale of any subsequent lot or lots from the same larger tract of land as determined by the dimensions and configuration of the larger tract on October 01, 1973; and further, local requirements applicable to the subdivision of land have been met.

Affiant further states that he makes this affidavit for the purpose of inducing the Recorder of DeKalb County, Illinois, to accept the attached deed for recording.

Signature of Affiant

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 25 DAY OF February 2019

Signature of Notary Public

OFFICIAL SEAL
MICHELLE CHRISTENSEN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 09/1/21