I, SUSANNA HERRMANN, do hereby certify that I am the duly elected 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 2017-002

APPROVING THE FIRST AMENDMENT TO AN ANNEXATION AGREEMENT, REZONING TO PD-C PLANNED DEVELOPMENT COMMERCIAL, AND FINAL PLANS FOR THE PROPERTY LOCATED AT 2111-2131 E. LINCOLN HIGHWAY (PEARL STREET COMMERCIAL, LLC – CASEY’S GENERAL STORE).

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois on the 9th day of January, 2017, and the original is now on file in my office.

WITNESS my hand and the official seal of said City this 30th day of May, 2017.

Prepared by and Return to:

City Clerk
City of DeKalb
200 South Fourth Street
DeKalb, IL 60115
EXHIBIT B

FIRST AMENDMENT TO ANNEXATION AGREEMENT
KAELIN PROPERTY

This Annexation Agreement (the "Agreement") is made and entered the 30th day of
March, 2017 by and among the City of DeKalb, an Illinois municipal corporation located in
DeKalb County, Illinois, (the "City"), and Pearl Street Commercial, LLC (the "Owner"). The
City and the Owner are collectively referred to as "Parties" and individually referred to as a
"Party."

RECEITALS

A. The Owner is the contract purchaser of approximately 4.955 acres of real property
situated at the northwest intersection of Lincoln Highway and Peace Road in DeKalb County,
Illinois, which property is legally described on Exhibit A attached hereto and incorporated herein
by reference as the "Property".

B. The Property was previously annexed on July 8, 2004 by virtue of an Annexation
Agreement recorded as document number 2004016391 in the DeKalb County Recorder's Office
("the Annexation Agreement"). The Annexation Agreement contemplated both the annexation
and development of the Property, and also contemplated the annexation of a residential parcel of
property located west of the Property (and west of an intervening Commonwealth Edison right of
way). This Amendment pertains only to the development of the Property, and does not alter any
entitlements to the residential parcel that is included within the Annexation Agreement but which
is not included in the legal description of the Property. The Owner proposes to amend the
Annexation Agreement for the Property and proposes to develop the Property as a commercial
property in accordance with the Final Plans attached hereto as Group Exhibit "B", and
incorporated herein by reference, which includes the Engineering Plan, the Site Plan, building
architectural elevations and the balance of plans included therein (collectively, the "Final
Plans"). Pursuant to said Final Plans, the Property would be rezoned as PD-C with a list of
permitted, prohibited and special uses as outlined herein.

C. The City and the Owner desire to enter into this Agreement pursuant to the
provisions of 65 ILCS 5/11-15.1-1, et. seq., in accordance with the terms and conditions
hereinafter set forth.

D. Owner seeks to provide for the immediate rezoning of the Property by the City as
set forth herein and in the Final Plans.
E. The Owner represents to the City that there are no electors that reside on the Property.

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

G. The City acknowledges and the Owner agrees that the "PD-C" Planned Development-Commercial Zoning District, as provided under the City of DeKalb Unified Development Ordinance (the "UDO") will be the most appropriate zoning classifications for the development of the respective portions of the Property as depicted on the Final Plans.

H. The City has agreed to zone the Property as hereinafter described, upon the appropriate petition(s) of Owner being duly filed with the City Clerk, including all necessary supporting materials and documentation as outlined herein and in the City’s UDO.

I. Pursuant to the applicable provisions of 65 ILCS 5/7-1-1 et seq., a proposed Annexation Agreement similar in substance and in form to this Agreement was submitted to the Mayor and City Council of the City (hereinafter collectively referred to as the "Corporate Authorities") and a public hearing was held thereon pursuant to notice, as provided by statute.

J. 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.

K. 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. This Agreement is made and entered into by the Parties pursuant to the provisions of 65 ILCS 5/11-15.1-1.

L. The Corporate Authorities have duly considered all necessary matters to enter into this Agreement, have considered the recommendations of the City’s Planning and Zoning Commission in connection with the proposed zoning of the Property and have further duly considered the terms and provisions of this Agreement and have, by a resolution duly adopted by a vote of two-thirds (2/3) of the Corporate Authorities then holding office, authorized the Mayor to execute, and the City Clerk to attest, this Agreement on behalf of the City.
NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements herein made, the Parties hereby agree as follows:

ARTICLE I
RECITALS

The Parties acknowledge that the statements and representations contained in the recitals are true and accurate and incorporate such recitals into this Agreement as if fully set forth in this Article I.

ARTICLE II
AMENDMENT OF THE ORIGINAL AGREEMENT

The Property has previously been annexed to the City. Under the terms of this Agreement, the Original Agreement shall be amended. The Parties acknowledge that at the time of the Original Agreement and thereafter, there were zoning approvals, plan approvals, and related approvals granted to the Property (hereafter, “the Original Entitlements”). At the present date, the Parties acknowledge that there is this Agreement, the ordinances passing this agreement, the Final Plans approved herewith and other documents attached hereto relating to the approval of this Agreement (hereafter, “the Contemporaneous Approvals”). The Parties expressly agree and acknowledge that the Contemporaneous Approvals shall supersede the Original Entitlements, shall supersede the Original Agreement, and shall govern the development of the Property. As indicated above, for any parcel which was included in the Original Agreement but which is not included within the legal description of the Property subject to this Agreement, the Original Agreement and the approvals granted therein shall remain in full force and effect. Upon approval of this Agreement, the Corporate Authorities shall proceed, subject to the terms and conditions set forth in this Agreement, to rezone the Property. All ordinances, plats, affidavits and other documents necessary to accomplish said rezoning and approvals shall be recorded by the City at Owner's expense. Owner shall develop the Property in accordance with this Agreement and shall not petition to disconnect any portion or all of said Property from the CITY hereafter.

ARTICLE III
ZONING OF THE PROPERTY

A. Default Zoning. The Corporate Authority shall enact such ordinances as are necessary to rezone the Property to “PD-C” Planned Development-Commercial, in accordance with the Final Plans and the terms of this Agreement. The Final Plans shall serve as the basis of development for the Property, and all development shall be in conformity with the Final Plans and the terms and conditions of this Agreement. No residential housing or occupancy shall be permitted anywhere on the Property.

B. “PD-C” Provisions. It is herein agreed that the PD-C zoning for the property, which shall apply to the commercial areas shown on the Final Plans, shall include the following provisions and restrictions:
1. **Permitted Uses:** Lot 1 shall be permitted to have a gasoline service station with associated convenience store in the format (and with the configuration, square footage and number of pumps as reflected) in the Final Plans.

Lot 2 shall be permitted to have a self-storage facility in compliance with all applicable limitations on such facilities as imposed under the City of DeKalb Unified Development Ordinance, in the format (and with the configuration, square footage and number of storage units as reflected) in the Final Plans.

Provided that any revision in format of the items shown on the Final Plans (e.g. relocation of gas pumps) is performed pursuant to a properly issued permit following the applicable process for review of the same, the permitted uses shall include any reorganization or reconfiguration of the uses as described.

2. **Prohibited Uses:** None of the following uses shall be allowed in or on the “PD-C” zoned property:

(i) Adult oriented uses; adult bookstores or other establishment displaying, leasing, trading, selling pornographic materials as defined in the UDO, whether as a principal use or accessory to an allowed principal use;

(ii) Animal boarding;

(iii) "Second-hand", resale or consignment store;

(iv) Fire, bankruptcy sale, wholesale, overstock auction house or their equivalent;

(v) Massage parlor;

(vi) Dollar stores, discount department stores, or wholesale establishments;

(vii) Currency exchange, money wiring, check cashing facility or equivalent;

(viii) Auto title loan or post dated check or payday loan facility or equivalent, unless associated with and incorporating the full-services of a federally-insured bank, credit union or savings and loan;

(ix) Bar, tavern, package liquor store, dance hall or any other facility;

(x) Drug paraphernalia or "head shop" or a retail establishment that permits the sale of drug paraphernalia as defined by City Code or state law;

(xi) Community residences;

(xii) Retail tobacco store as defined in Chapter 64 of the City Code or any establishment that permits the indoor consumption of any product regulated under Chapter 64 of the City Code;

(xiii) Group homes;

(xiv) Parking lots, as a principal use;

(xv) Pawn shops;

(xvi) Cemeteries and mausoleums;

(xvii) Funeral homes and mortuaries;

(xviii) Rooming houses or lodging houses;

(xix) Automobile or motor vehicle/recreational vehicle/implement repair, service, sales, rentals or maintenance;
(xx) Contractor offices associated with onsite storage of vehicles, supplies or equipment, building material or equipment sales, building or equipment service or maintenance offices, or the equivalent;

(xxi) Warehouses;

(xxii) Church or religious uses;

(xxiii) Residential uses;

(xxiv) Tattoo, body art or body modification related uses;

(xxv) Car washes, drive-thrus;

(xxvi) Outdoor, drive-thru or standalone automatic teller machines (except for ATMs wholly concealed within the primary structure on the Property and accessible only from within the structure).

(xxvii) Other or additional self-storage uses not contemplated by the Final Plans.

(xxviii) Any use not expressly identified as a Permitted Use herein.

3. **Special Uses:** No special uses shall be permitted except with the amendment of this Agreement and the underlying zoning.

4. **Parking Provisions:** Parking shall conform to the requirements of the UDO.

5. **Permitted Outdoor Storage:** Outdoor dumpsters, trash compactors, and similar rubbish disposal facilities shall be permitted within the PD-C portion of the Property, provided that all such facilities shall be completely screened from view with either landscaping and/or a wall or fence constructed of materials and colors matching the principal building it services. For purposes of this subsection, “similar rubbish disposal facilities” shall include development-specific rubbish containers (e.g. grease containers for restaurant use). Any such proposed outdoor rubbish disposal facilities and their related landscaping/screening shall be subject to prior review and approval by the City Manager or designee thereof to confirm compliance with this section. Such review shall occur at the time of submission, by the Owner, of site plans showing the proposed location and screening for the rubbish storage, and showing elevations of the proposed principal building served by the rubbish storage. No other outdoor storage or outdoor sales shall be permitted.

i. Permitted Outdoor Sales: Lot 1 shall be permitted to have Outdoor Sales of gasoline station and convenience store related items only along the sidewalk in front of the convenience store provided that no outdoor storage shall be over 4 feet in height or block windows of the convenience store. A minimum of a 3-foot pedestrian way shall be maintained along all walkways. Additionally, no outdoor sales shall be permitted to be undertaken in any area or in any fashion that would violate the Illinois Accessibility Act, the Americans with Disabilities Act or any other relevant superior governmental mandate. Notwithstanding the foregoing, Lot 1 shall be permitted to have up to one outdoor storage display exceeding four 4 feet in height, provided that such display is not located in front of a convenience store window. It is contemplated that this authorization shall be utilized for a propane tank dispensary.
C. Architecture and Design Provisions

1. Architecture and Design: The Property shall be developed in a fashion consistent with the elevations proposed by the Owner and included within the Final Plans. Prior to issuance of building permits, such elevations shall be modified to comply with any conditions imposed by the City Council with respect to the design, materials or other architectural considerations. Approval of the final elevations to confirm compliance with this section shall be at the discretion of the Community Development Director, who may opt to refer such consideration to the City Council in the Director’s sole discretion.

2. Compliance with Design Exhibits: The City’s determination as to whether or not proposed buildings, building materials, signs and development layout conform to the above-referenced Exhibits shall be in the City’s reasonable discretion.

3. Signage: Any permanent signs, marketing signs, off-site signage, temporary signs or other signs of any form shall be installed only in strict compliance with the applicable provisions of the City’s Unified Development Ordinance (“UDO”) pertaining to permitting and authorization of such signs, except as approved within the Final Plans. The Parties acknowledge that the signage proposed in the Final Plans is hereby approved, despite its noncompliance with the express limitations of the UDO, as a component of this PD-C zoning designation.

   i. Temporary Signage: The Owner may maintain temporary signage in accordance with the Temporary Signage Exhibit attached hereto as Exhibit D. Said signage shall be permissible only for the period of time commencing after issuance of demolition permits for the structures on the Property and concluding on the date of issuance of a Temporary or Final Certificate of Occupancy for the proposed gas station or any portion thereof. Such period of time shall be for a period no longer than one year after the date of issuance of a demolition permit.

4. Knox Box: The Owner shall install and maintain a ‘Knox Box’ entry systems for use by City of DeKalb emergency responders, at locations designated by the City of DeKalb Fire Chief. Owner shall ensure that such systems are available for use and operational at all times, allowing access to all portions of any structure constructed.

5. Fencing: Should the Owner wish to construct a fence around the Self Storage facility on Lot 2 at any point in time, the fence shall conform to the applicable provisions of the UDO and to the specifications included in the Final Plans. Said fence shall be six feet (6’) in height, and shall be black vinyl coated chain-link in design, unless an alternate design is approved by the Community Development Director at the time of permitting.

6. Existing Berm: The existing landscaped berm along Peace Road shall be
required to be maintained in full compliance with the provisions of the Original Agreement as described in Article III(B)(4) therein. The proposed landscaped berm along Peace Road shall be required to be installed in accordance with the Final Plans, and thereafter maintained in accordance therewith.

D. **Density of the Project:** The density and site coverage contemplated by the Final Plans shall constitute the approved maximum density of the Property. Any future development contemplating greater density or more intensive use or site coverage shall require an amendment of this Agreement and the PD-C zoning.

E. **Detention Basin Maintenance:** The Parties acknowledge that underground and existing aboveground stormwater detention shown on the Final Plans shall be maintained by the Owner. This maintenance obligation shall be for the area starting at and extending below the design high water line of such detention basins, regardless of whether the basins are designed as a wet bottom, dry bottom, wetland bottom, or other design. The obligation of the Owner to maintain the detention basins shall be backed up by the commercial backup special service areas described herein. As a component of the required maintenance obligation, the Owner shall have an inspection of the underground stormwater detention area completed at least annually, by a qualified person acceptable to the City Engineer. A copy of such inspection report shall be filed with the City. The Owner shall comply with any required maintenance or repair recommendations provided in such report.

F. **Special Service Area:** Owner and its respective successors, assignees and grantees, shall not object to and agree to cooperate with the City in establishing a special service area ("SSA") for the Property. Owner has submitted a consent executed by the then Record Owner of the Property, agreeing and waiving any objection to the creation of a back-up Special Tax Service Area that shall pay for the cost of maintenance of all detention and earthen berms or dams, underground stormwater detention facilities, drains, tiles, waterways, valves and related appurtenances, open space, and common areas (including islands) of the said areas, commercial property monumentation, landscaping, signage, maintenance of all private curbs and roadways, parking lots and parking areas, driveways and drive aisles, and any other common areas of said areas ("Common Facilities"). A copy of such waiver is attached hereto as Exhibit E.

Execution of this Agreement by the Owner constitutes the waiver of objection to the establishment of a single SSA to cover all commercial portions of the Property. This waiver of objection shall be binding upon all successor Owners of the Property or any portion thereof, for the term of this Agreement. Owner shall have the primary responsibility of providing for the above referenced maintenance, so as to keep the same in a clean, sightly and first class condition (the "Common Facilities Maintenance"). If at any time such Owners fail to conduct the Common Facilities Maintenance, then the City shall have the right, but not the obligation, to undertake such maintenance and utilize the SSA to provide sufficient funds to pay the costs of the Common Facilities Maintenance undertaken by the City. The Special Tax Service Area shall be recorded prior to or concurrent with the recording of the First Final Plat of Subdivision for the commercial areas. Said SSA shall have a rate as reasonably determined by the City Engineer.

A maintenance easement ("Common Facilities Maintenance Easement") shall be established
over all of those Common Facilities located on the Final Plat for the Common Facilities Maintenance. The substance of the Common Facilities Maintenance Easement shall be as approved by legal counsel for the City and Owner, which approvals shall not be unreasonably withheld.

Any purchaser of property subject to this Agreement shall be deemed to consent to the City’s establishment of a single, dormant special service areas (individually, an “SSA”) hereafter described. As indicated above, the Owner shall own and maintain the stormwater management systems and all improvements related thereto, including stormwater management systems included within areas dedicated to the City.

The foregoing SSA shall remain as a dormant, or backup SSA until such point in time as the City determines that the condition of the Property requires activation of the SSA to fund the provision of a special service authorized within the SSA. This determination shall be based upon the occurrence of a condition which constitutes a violation of the annual stormwater maintenance report or the occurrence of a condition which constitutes a violation of a City or other applicable code or ordinance, as reasonably determined by the City. In such instance, if the condition causing activation of the SSA relates only to one of the two lots comprising the Property and if the City determines that it is reasonably possible to levy the SSA tax against just the parcel at issue, then the City may activate the SSA for the entirety of the Property and levy a tax only against the parcel at issue.

Nothing in this Agreement shall prevent the City from levying or imposing property taxes, including but not limited to special service areas, special assessment areas, or other ad valorem or flat rate taxes upon the Property in the manner provided by law which are applicable to and apply equally to all other properties within the City or from establishing a special service area that encompasses solely the Property, and from levying and imposing special service area taxes solely on the Property. The City shall have no obligation to provide such additional municipal services unless and until such special service area is established.

G. Excavation and Grading

1. At-Risk Work: The Owner shall have the right, prior to obtaining approval of final engineering drawings and prior to approval of a Final Development Plan of any phase of the Property, to undertake excavation, preliminary grading work, filling and soil stockpiling on the Property in preparation for the development of the Property, upon approval of grading, soil erosion and sedimentation control plans by the City Engineer. Such work shall be undertaken at the Owner’s sole risk and without injury to the property of surrounding property owners.

2. IEPA Violations: The Parties agree that, to the best of their knowledge, there are no pending IEPA investigations of or environmental contamination issues with the Property.

3. Truck Staging, Stockpile, Lane Closure: Owner shall provide adequate space on the Property at all times for staging of trucks on the property, and construction deliveries or pickups shall not be permitted to queue on Lincoln Highway or
Peace Road. Additionally, Owner shall provide a designated on-site location for stockpiling of construction materials that permits trucks to load and unload entirely on the Property, without obstructing the flow of traffic on any public street or sidewalk. In the event that Owner’s construction plans require the temporary closure of any public street or sidewalk, prior to such closure, Owner shall submit a traffic control plan to the City Engineer, shall modify such plan to be acceptable to the City Engineer, and shall thereafter abide by such plan.

H. Security for Public Improvements

Security to be provided by the Owner for the completion of the public improvements benefiting the Property or related off-site improvements, including but not limited to the curbing, striping, utility connections and related improvements within the public right of way shall be provided prior to the commencement of construction and shall be in accordance with the terms of this Agreement and applicable City ordinances, as modified by this Agreement. The Owner shall provide such security to the City in the form of cash, irrevocable letters of credit or performance bonds. Bonds and letters of credit shall be in a form approved by the City Attorney and be issued by an entity approved by the City Manager or his designee from a bank or financial institution located in the United States of America. Any bonds required under City Code or this Agreement shall be from a company licensed to do business in the State of Illinois. Any Letters of Credit required under City Code or this Agreement shall be from a financial institution acceptable to the City Manager, and the Owner shall provide such information or documentation as to the status of the proposed financial institution as the City Manager shall require, to demonstrate their creditworthiness and stability. The amount of security posted with the City shall at all time equal one hundred twenty percent (120%) of the cost of completing required public improvements. The City Council shall authorize the reduction of such security from time to time, but no more than once every one hundred and eighty (180) days, as related offsite work or public improvements within the Property are completed and approved by the City Engineer and prior to their acceptance of such improvements by the City. The obligation contained herein (and the obligation in (H)(1) below) shall apply to the owner of Lot 1 as referenced on the Final Plans, which owner shall be completing the required public improvements.

1. Acceptance of Public Improvements and Maintenance Bond for Public Improvements: Upon completion of public improvements and acceptance by the City, the Owner shall provide a signed bill of sale for any items of personal property to be transferred to the City, and shall execute all documentation required to denote acceptance and transfer of ownership, warranties, and similar interests. Prior to the acceptance of the streets by the City, the streets shall be in a condition acceptable to the City in accordance with the requirements of the Uniform Development Ordinance and completed with the final lift of asphalt and any other required final improvements, and all punchlist items previously identified by the City shall be satisfied. Upon acceptance of any public improvement by the City in accordance with this Agreement, Owner shall be entitled to a corresponding release or reduction of any Subdivision Performance Bond or Letter of Credit. For a 18 month period following acceptance of any public improvement, the Owner shall guarantee the workmanship of any public improvements constructed,
and shall be responsible for the performance of any repairs or remediation required on such public improvements, as determined by the City Engineer, to return them to a condition in which they would be appropriate for initial acceptance by the City, including the repair of any ordinary wear and tear on the aforesaid improvements or the repair of any broken or damaged improvements. To secure the performance of this obligation, the Owner shall provide a Maintenance Bond which shall remain in place for a 18 month period from date of acceptance by the City. Said maintenance bond shall be equivalent to twenty percent (20%) of the value of the improvement constructed, and shall be in the form of a cash escrow, letter of credit, bond or other security acceptable in form and content to the City. Owner shall also be responsible for the repair of damage to any public improvement caused through the intentional or negligent conduct of Owner, its contractors, subcontractors, agents, successors and assignees, and for the repair of any design or construction defect in any public improvement that is identified prior to or during the 18 month maintenance period (e.g. sagging sewer, sinkhole in roadway, etc.).

I. Plan Review and Construction Supervision: Owner shall establish an escrow account with the City pursuant to a professional fee reimbursement agreement in form and content acceptable to the Community Development Director for planning and civil engineering services, and shall be responsible for the payment of all internal and third party planning and civil engineering fees incurred by the City with respect to the plan review, inspection or construction observation associated with the Property. This escrow account shall terminate upon the conclusion of the maintenance period described in the preceding paragraph. The Parties acknowledge that the escrow may be replenished from time to time, but will not be required to be established at a level in excess of $5,000 of funding at any one time.

J. Plat and Plan Approval: In the event that this Agreement is approved subject to any condition requiring revision of the Final Plans, the Owner shall submit revised Final Plans as required. The Community Development Director is thereafter authorized to review and approve such plans (if conforming to the conditions of approval), and to append the revised Final Plans to this Agreement, prior to recording of this Agreement.

1. Minor Amendments: In the event that, following approval of this agreement and prior to the issuance of a final certificate of occupancy, the Owner identifies minor revisions required to the Final Plans, the Owner may request review and approval of said minor revisions at the staff level. In the event that the Community Development Director agrees that the requested revisions are consistent with the zoning and use restrictions imposed herein, do not fundamentally alter the nature or configuration of the Property and are otherwise appropriate for review and approval at the staff level, the Director may review and approve such minor revisions. In the event that the Community Development Director does not reach that conclusion, the Director shall refer such plans for recommendation by the Planning and Zoning Commission and for approval by the City Council.
K. **Rezoning of Property:** The Parties agree that, for the term of this Agreement, the Property shall not be rezoned to any zoning other than that imposed under this Agreement without the approval of the City and the Owner, with such rezoning requiring consent from the City in the sole and absolute discretion of the City without regard to statutory or common law zoning prerequisites and the agreement of the Owner to an amendment of this Agreement on terms and conditions acceptable to the Owner, and further agree that the approvals described in this Agreement are based upon the Owner and Owner’s agreement with the zoning imposed under this Agreement; any amendment of said zoning shall require an amendment to this Agreement, on terms and conditions acceptable to the Parties.

L. **Required Amendments to Final Plans:** The approval of the Final Plans as referenced herein is conditioned upon the Owner’s modification of such plans to address all comments of the City Engineer and Community Development Department. At the time of drafting of this Agreement, the Owner had been provided with certain comments. Additional comments which must be addressed in a fashion acceptable to the City include:

1. Owner must provide a Plat of Dedication or Deed in format acceptable to the City, completing the dedication of the IDOT Right of Way as contemplated herein.
2. Owner must submit a Pavement Marking Plan for City right of way and a Private Signage Plan for on-site traffic control, in form and content acceptable to the City.
3. Owner must submit a Demolition Plan in compliance with the Demolition Standards attached hereto as an Exhibit.
4. Owner must obtain approval of the stormwater detention/discharge design proposed in the Final Plans from the Illinois Department of Transportation.
5. Owner must revise the Final Plans to provide the City with an easement to access, inspect, maintain and replace the underground stormwater detention facilities and any related appurtenances.
6. Owner must revise the Final Plans to provide the City with an easement to access, install and maintain the City of DeKalb monumentation sign contemplated herein.
7. Owner must revise the Final Plans to provide a cross-access easement across Lot 1 to permit access to Lot 2, in form and content acceptable to the Community Development Director.
8. Owner must revise the Final Plans to address any other conditions identified in the approval provided by City Council.

Such comments (and any other comments included in the approval of this Agreement by the City Council) shall be addressed with revisions to the Final Plans acceptable to the City Manager, based upon the recommendation of staff, in the City Manager’s sole and absolute discretion. Revised final plans shall be prepared prior to recording of this Agreement, and shall be attached to this Agreement as updated exhibits prior to recording. Such final, revised plans shall be required to be submitted within ninety (90) days of the date of approval of this Agreement. In the event that the Owner fails to comply with the required modifications herein, this Agreement shall return to the City Council, which shall have the option to either strictly enforce this Agreement or to terminate this Agreement. Notwithstanding any other provision of this
Agreement, until the revised Final Plans are submitted to and approved by the City, the documents appended hereto shall not be considered the Final Plans.

**ARTICLE IV**

**INFRASTRUCTURE**

**A. Water Mains and Potable Water Supply**

1. **City Water Supply**: The City represents and warrants that it owns, operates and maintains a potable water supply and distribution system within its borders and water mains within the rights of way of Peace Road. The City shall assist the Owner in obtaining all required permission to have access to the water mains located within the rights of way of Peace Road, at the Owner’s sole expense. Provided that there remains adequate pressure and flow at the time of proposed connection, the Owner shall have the right to connect to and use such system and mains upon payment of those capital, tap-on and user fees required by the then-current City ordinance or resolution. Tap-on / connection and capital fees shall otherwise be due at the time of building permit application in accordance with the requirements established by then-current City Code. Said fees may be changed by the City from time to time in the City’s sole and absolute discretion, and Developer agrees to pay the amount as required by the City at the time such payment is due. The Owner has verified that there is current volume and pressure available in the water mains to service the Property, as of the date of this Agreement, for the potable water and fire suppression needs of the Property. The Owner shall be responsible for constructing all on-site and off-site improvements necessary to connect to the Property and any development on the Property to the presently existing water mains and potable water supply of the City, in the fashion and orientation contemplated by the Final Plans. The Owner shall be exclusively responsible for the payment of all costs, expenses and charges associated with the design, construction and permitting of such improvements, including but not limited to any security required under this Agreement or applicable law, any permits required by the City, the Illinois Environmental Protection Agency, the Illinois Department of Transportation, or any other agency having jurisdiction, or any other costs whatsoever.

**B. Streets, Access and Public Rights of Way**

1. **ROW Dedications**: All rights-of-way dedications shall be made at the time of Final Plat and shall conform to the widths, dimensions and amounts as approved in the Final Plans. The roadway specifications for the Property shall be in accordance with the Final Plans.

2. **Road Improvements**: Owner shall be responsible for the construction of all on-site public and private road improvements reflected on the approved Final Plans, and for the construction of those off-site public road improvements reflected on the Final Plans.
a. Curbing and Striping: As contemplated herein, the Owner shall complete those improvements within the Lincoln Highway or Peace Road right of way as contemplated by the Final Plans, and shall complete all striping, pavement markings, curbing and signage required under the approved Final Plans (after modified to address the City Engineer's comments), and shall thereafter maintain the same in accordance with the requirements of this Agreement for the maintenance period required herein.

3. Traffic Controls: A traffic control plan, including plans for onsite and off-site traffic control devices, shall be submitted and approved by the City Engineer prior to final plat approval, and Owner shall be responsible for installing all such improvements.

C. Storm Water Retention, Facilities and Improvements

1. Owner Responsibility: The Owner shall provide all necessary storm sewers, detention systems and compensatory storage in compliance with the UDO, the existing flood plain ordinance of the City and all other applicable laws and regulations, as modified or amended pursuant to the terms of this Agreement including all storm water calculations prepared by a licensed Illinois engineer. In determining whether any Parcel satisfies zoning standards, any part thereof within a detention or retention system may be included as part of the area of said Parcel. In the event the Owner elects to construct a combined detention or retention system which serves all or a portion of the Parcels, the land area dedicated to the retention or detention system for a specific Parcel shall be included in the land area of the Parcel for calculations of zoning standards.

D. Sanitary Sewers

1. Sanitary Sewer Service: The City shall cooperate with the Owners and execute all applications, permit requests and other documents required to obtain sanitary sewage treatment service from the DeKalb Sanitary District in order to allow the Owner's connection to the existing and future sanitary sewer lines installed on the interior and exterior of the Property. The Owner shall pay to the requisite governmental entity their respective shares of all permits, inspection and tap on fees that are required at the time of connection to such sanitary sewer system. The City shall cooperate with the Owner in obtaining all necessary easements and shall grant the Owner access to all City owned rights of way to enable the Owner to access the sanitary sewer service for the Property, in accordance with the approved Final Plans.

2. Owner Responsibility: It shall be the Owner's responsibility to contact the DeKalb Sanitary District to ascertain the status of and make the appropriate contributions toward any existing recapture agreements pertaining to sanitary sewer lines, lift stations or other sanitary system infrastructure, or contributions,
accommodations, or agreements regarding the oversizing of sanitary sewer lines or other sanitary system improvements required by the DeKalb Sanitary District. No separate sanitary sewer fees are due to the City, except for standard building permits, connection and inspection fees, and any fees collected by the City on behalf of the DeKalb Sanitary District payable City-wide as a condition to connection to and the use of the system by all properties.

ARTICLE V
RECAPTURE AGREEMENT

Owner shall be responsible for the payment of any recapture to which the Property is presently obligated or to which the Property becomes obligated in the future.

ARTICLE VI
CONTINUATION OF CURRENT USES

No new buildings or structures shall be erected on the Property, except in compliance with all applicable provisions of this Agreement.

ARTICLE VII
FEES

A. Fees: The Owner shall pay all fees, in the amount and at the time as required by any applicable City Ordinance and this Agreement. The Parties further agree that the fees and donations contained within this Agreement are specifically and uniquely attributable to the development of the Property and that the Owner participated in the calculation and reconciliation of said fees, and neither the Owner nor any successor, hereby agree they will neither file any lawsuit nor take any other legal action challenging the imposition, collection, use, necessity enforceability, validity, or applicability of the fees described in this Agreement, nor shall Owner pay any such fees under protest.

B. Monument Sign: The Owner shall, within one year of the date of this Agreement (or sooner if requested by the City), donate the sum of $5,000.00 to the City for purposes of constructing a monument sign at the location reflected in the Final Plans. The Owner shall also dedicate an easement to the City of DeKalb for the purpose of installing and maintaining such monument sign. Owner shall provide an electrical conduit with power to the proposed location of the monument sign and shall be responsible for all costs of illuminating the sign (once installed), as well as maintaining the landscaping around the sign.

C. Lincoln Highway Lighting: The Owner shall, within one year after the date of this Agreement (or sooner if requested by the City), donate the sum of $10,000.00 to the City for the purpose of paying a portion of the costs of future decorative lighting within the Lincoln Highway Right of Way.

ARTICLE VIII
DEVELOPMENT RESTRICTIONS

Page 14 of 29
A. **Stop Work Orders:** The City shall issue stop orders as necessary to insure development occurs as required by this Agreement and City Ordinances. Unless issued in case of emergency, said stop orders shall be preceded by reasonable notice (not less than three days) and opportunity to comply.

B. **Compliance with City Ordinances:** The City and Owner agree that, except as specifically modified in this Agreement and as shown in the attached Final Plans, the Property shall be developed in compliance with all ordinances, codes and regulations of the City in effect at the time of development, including but not limited to the City Subdivision Control Ordinance. The Parties acknowledge that it is the ultimate responsibility of the Owner to comply with any and all requirements of this Agreement and applicable City Codes. Thus, in the event that up to, but prior to construction or any time after execution of this Agreement, the City or its consultants issue a permit or give an approval not consistent with the terms of this Agreement or any applicable City Codes, such erroneous permit or approval may be of no force and effect and thus may be revoked. The Owner agrees that it may not rely on any such issued permit or approval for purposes of vested rights or estoppels to compel an improvement not consistent with the terms of this Agreement or applicable City Codes. Owner hereby waives any claims of damages, of any type or character, against the City, its employees or its consultants based on such erroneously issued permits or approvals.

C. **Easements to be Provided:** A generic utility easement shall be provided by the Owner as may be requested by the City Engineer at the time of final plat approval. All additional easements or dedications as may be requested by the City or City Engineer at the time of final plat approval shall be provided by the Owner. In the event that during the development of the Property, Owner determines that any existing utility easements and/or underground lines require relocation to facilitate the completion of Owner’s obligation for the Property in accordance with the Standards set forth in this Agreement, the City shall fully cooperate with Owner in causing the vacation and relocation of such existing easements and/or utilities, however, all costs incurred in furtherance thereof shall be borne by the Owner. If any easement granted to the City as a part of the development of the Property is subsequently determined to be in error or located in a manner inconsistent with the intended development of the Property as reflected on the Standards set forth in this Agreement and in this Agreement, the City shall cooperate with Owner in vacating and relocating such easement and utility facilities located therein, which costs shall be borne by Owner. Notwithstanding the foregoing, and as a condition precedent to any vacation or relocation of easement arising out of an Owner request or Owner necessity, Owner shall pay for the cost of design and relocation of any such easement and the public utilities located therein.

D. **Engineering Review and Permits:** All construction shall be in substantial accordance with the Final Plans. Any issues not addressed by the Final Plans or any proposed changes to the Final Plans shall be required to comply with the City codes and ordinances and any requirements of the City Engineer, Community Development Director or other City consultants which shall be provided at the time of plan review. All such requirements must be addressed prior to site development. All versions of the plat, including the final plat, shall be subject to the requirements of the Final Plans or, if revised, shall be subject to such revised Engineering Specifications or Engineering Comments as shall be promulgated by the City or the City
Engineers. All permits from the Illinois Environmental Protection Agency or any other agency with jurisdiction over the Property must be issued prior to work on water main, sanitary sewer or storm sewer improvements commencing; the City will reasonably cooperate with the Owner in signing such applications.

E. Utility Extensions: The installation of the necessary and appropriate on-site electric, natural gas, cable, television, telephone facilities, future internet access facilities and other utilities (when available) to the Property shall be by underground installation and pursuant to the requirements of such utility companies or pursuant to the agreement of the City with such entities and at no cost to the City. Owner agrees that all overhead utility lines existing at the time of development that run within the Property and all associated utility poles shall be removed prior to issuance of a final certificate of occupancy.

F. Traffic Enforcement Agreement: Contemporaneously with the recording of this Agreement, the Owner and City shall enter into a separate written agreement providing for traffic law enforcement on all private parking lots, roads and commercial areas of the Property covered by the Final Plat or Plan, substantially in the form attached hereto as Exhibit C. The City Manager or designee thereof is authorized to execute such agreement.

G. Site Control: Owner acknowledges that, depending on weather conditions, construction traffic entering and leaving a construction site creates debris, especially dirt, dust, and mud clots on streets and roadways adjacent to the construction site. Owner agrees that it shall inspect and clean the streets and roadways providing service to the entrance to Owner’s construction site of debris that came from the Property or in relation to the development thereof for any distance required to remove debris generated from the Property, and take measures to control dust as needed daily while construction is occurring on said site. Within the Property, Owner further agrees to periodically mow weeds, pick up trash and debris and repair and replace soil erosion control fencing so as to comply with applicable ordinances of the City, all of which activities may be contracted to its development trades and contractors. Owner shall also patch or repair damage to any roadway, path, driveway, sidewalk or other similar improvement within the Property, prior to the conclusion of the maintenance period for any such improvement. As security for such obligations, and as a condition of the issuance of any filling or grading permits, Owner agrees to deposit with the City the sum of ten thousand ($10,000.00) dollars (“Site Control Escrow”). In the event Owner fails to clean the streets, mow weeds, pick-up debris or repair or replace soil erosion control fencing as required, or fails to patch or repair any street, path, roadway or sidewalk prior to the acceptance of such street, path, roadway or sidewalk as herein provided, within forty-eight (48) hours after receipt of notice from the City of Owner’s failure to comply with this provision, then the City may perform or contract with others to perform such undertaking and deduct the cost thereof from the Site Control Escrow. In the event that the City reasonably determines that the 48 hour waiting period presents an undue hazard to public welfare or safety, the City may take action without satisfying such waiting period. Owner shall, within 15 business days following written notice from the City, replenish the Site Control Escrow as funds are from time to time properly withdrawn therefrom by the City, so as to maintain the same at a ten thousand ($10,000.00) dollar balance. All sums remaining on deposit with the City pursuant to this provision shall be credited against other fees or charges due from the Owner upon conclusion of the last of the maintenance periods for public improvements within the
Property, or completion of the development of all lots and units within the Property in accordance with the last Final Plat thereof, whichever shall be the last to occur. At the City's option, such escrow may be utilized to satisfy any other obligation of the Owner to the City, where lawful. This subsection (G) shall apply to the owner of Lot 1 only.

H. Sidewalks: Concrete sidewalks, as required and specified by applicable City codes and the terms of this Agreement, shall not be installed between November 15th and April 15th of any given year, unless otherwise permitted by the City Building Department.

I. Commercial Property Registration and Inspection: Owner and all successor owners of the Property shall voluntarily comply with the City's then-current requirements with regard to the registration and inspection of commercial or industrial properties within the City.

ARTICLE IX
MUTUAL ASSISTANCE

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

ARTICLE X
REMEDIES

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

B. In the event of a material breach of this Agreement, the Parties agree that the party alleged to be in breach shall have thirty (30) days after written notice of said breach to correct the same prior to the non-breaching party's seeking of any remedy provided for herein (provided, however, that said thirty (30) day period shall be extended if the defaulting party has initiated the cure of said default and is diligently proceeding to cure the same).

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

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

E. 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.

ARTICLE XI
TERM

This Agreement shall be binding upon the Parties and their respective successors and assigns for thirty (30) years, commencing as of the date hereof, and for such further terms as may hereinafter be authorized by statute and by City ordinance. In the event that a Court of competent jurisdiction determines that for any reason a term of forty years is unenforceable, then the preceding sentence of this Article XI shall be severed and stricken from this Agreement and this Agreement shall have a term of twenty (20) years commencing on the date hereof. The expiration of the Term of this Agreement shall not affect the continuing validity of the zoning of the Property (inclusive of the zoning regulations contained herein) or any ordinance enacted by the City pursuant to this Agreement. The Parties agree and acknowledge that this Agreement contains zoning standards and language that define the PD-C zoning district for the Property, and that said standards remain in effect unless and until the property is subsequently rezoned during the term of this Agreement (with an amendment hereto) or following the term of this Agreement (with any applicable process for rezoning).

ARTICLE XII
MISCELLANEOUS

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

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

C. Entire Agreement. This Agreement sets forth all agreements, undertakings and covenants between and among the Parties. This Agreement supersedes all contrary ordinances, prior agreements, negotiations and understandings, written and oral, and is a full integration of the entire agreement of the Parties. In the event of any conflict between two or more components of this Agreement providing standards, guidelines or requirements for Owner to act upon in or around the Property, construction or related activities for the Property, if the Owner and City are able to agree upon the applicable standard in a writing acceptable to both parties, said agreed upon standard may be utilized without an amendment to this Agreement.

D. Survival. The provisions contained herein shall survive the annexation of the Property and shall not be merged or expunged by the annexation of the Property to the City.

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

1. Sale to Third Party: Upon the conveyance of all or a portion of the Property and full compliance with all of the applicable provisions of this Agreement relating to such conveyances or transfers in interest, Owner as the case may be, shall be released of any and all obligation or liability under this Agreement for that portion of the Property conveyed (if the entire Property is not so conveyed), immediately upon conveyance and the substitution of any performance bond or other security required under the terms of this Agreement, including but not limited to the Site Control Escrow. However, Owner or its successor shall remain liable for all public improvements until accepted by the City, and thereafter until completion of any required maintenance period.

2. Failure to Close: Owner shall provide the City with written notification in form and content acceptable to the Community Development Director indicating that Owner has successfully completed the purchase of the Property within ninety (90) days of the date of approval of this Agreement (or such longer period as the Community Development Director shall approve). Upon the failure of the Owner to provide such notification, this matter shall be scheduled for reconsideration by the City Council at a
regularly scheduled meeting, for consideration of termination of this Amendment and revocation of the zoning and approvals contemplated herein. The Owner expressly acknowledges that the approvals contemplated herein are based upon the Owner's proposal as outlined herein. The Parties further acknowledge that the Record Owner of the Property has signed this agreement (below), and that the sole purpose of such signature is: 1) to acknowledge and agree that the Owner is authorized to proceed with this Agreement and to consent to this Agreement and its terms and conditions; 2) to acknowledge that Owner is the contract purchaser and that Record Owner intends to sell the Property to the Owner; and, 3) to acknowledge that if such transaction does not occur, this Agreement and the zoning contemplated herein may be revoked without requirement of any public hearing.

F. Hazardous Materials. Each Owner or occupant of all or a portion of a Parcel shall use, or permit the use of Hazardous Materials on, about, under or in its Parcel, only in the ordinary course of its usual business operations conducted thereon, and any such use shall at all times be in compliance with all Environmental Laws. Each Owner agrees to defend, protect, indemnify and hold harmless each other Owner and the City from and against all claims or demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereof, including but not limited to costs of investigation, remedial response, and reasonable attorneys' fees and cost of suit, arising out of or resulting from any Hazardous Materials used or permitted to be used by such Party, whether or not in the ordinary course of business. For the purpose of this Agreement, the term "Hazardous Materials" shall mean petroleum products, asbestos, polychlorinated biphenyls, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials or substances listed or identified in, or regulated by, any Environmental Law; and the term "Environmental Laws" shall mean all federal, state, county, municipal, local and other statutes, laws, ordinances and regulations which relate to or deal with human health or the environment, all as may be amended from time to time.

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

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

With copies to:
City Manager
City of DeKalb
223 South Fourth Street, Suite A
DeKalb, IL 60115
Telephone: 815-748-2090

City Attorney
City of DeKalb
If to the Owner:  
Pearl Street Commercial, LLC  
Steven L. Schwartz, Manager  
2519 Fielding Dr.  
Glenview, IL 60026  
Telephone: 847-867-7200

With copy to:  
James A. Stoddard  
Klein, Stoddard, Buck & Lewis, LLC  
2045 Aberdeen Court, Suite A  
Sycamore, IL 60178  
Telephone: 815-748-0380

If to the Record Owner:  
James Kaelin  
2131 E. Lincoln Highway  
DeKalb, IL 60115

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.

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

I. Indemnification. The Owner covenants and agrees to pay, at its expense, any and all damages, expenses, liabilities and losses resulting from this Agreement, the construction and development activities of the Owner, or its agents, contractors and subcontractors, and to defend and indemnify and save the City and its officers, elected and appointed agents, employees, engineers and attorneys (collectively, the “Indemnifieds”) harmless of, from and against such damages, expenses, liabilities and losses, except to the extent such damages, expenses, liabilities and losses arise by reason of the gross negligence or willful or wanton act or omission of the Indemnifieds. The Owner shall provide satisfactory proof of insurance covering such defense and indemnity of the Indemnifieds. Owner further agrees to indemnify, defend and hold harmless the City and the Corporate Authorities, officers, agents, employees, and consultants (collectively “Indemnitees”) from all claims, liabilities, costs and expenses incurred by or brought against all or any of the Indemnitees as a direct and proximate result of the construction activities of the Owner, unless any such claim is based in whole upon the negligence or willful act of the Indemnitees.
J. The following Exhibits referred to herein and attached to this Agreement are hereby made a part of this Agreement:

Exhibit A  Legal Description of the Property
Exhibit B  Group Exhibit: Final Plans
Exhibit C  Traffic Enforcement Agreement
Exhibit D  Temporary Signage Exhibit
Exhibit E  Waiver of Objection to SSA

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: [Signature]

Susanna Herrmann
City Clerk

OWNER:

PEARL DEKALB, LLC,
an Illinois Limited Liability Company

By: [Signature]
Steven L. Schwartz, Manager

RECORD OWNER:

CASEY'S RETAIL COMPANY

By: [Signature]
Darryl Bacon, Vice President

By: Julia L. Jackowski, Secretary

RECORD OWNER:

James Kaelin, Jr.

Doris B. Kaelin
ALL OF LOTS 57, 58, AND 59, AND PART OF LOTS 56 AND 60, DESCRIBED AS
FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 67 OF THE M.D.
SHIPMAN FARM PLAT IN THE CENTER OF EAST LINCOLN HIGHWAY; THENCE
WESTERLY ALONG THE CENTERLINE OF SAID HIGHWAY 145.2 FEET; THENCE
NORTHERLY AND PARALLEL WITH THE WEST LINE OF SAID LOT 67, 977.3 FEET;
THENCE EASTERLY AND PARALLEL TO THE CENTERLINE OF SAID HIGHWAY,
99.5 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF
THE CHICAGO, MILWAUKEE, AND GARY RAILWAY; THENCE SOUTHERLY ALONG
THE SAID WESTERLY RIGHT OF WAY LINE, 101 FEET TO A POINT WHERE THE
WESTERLY LINE OF SAID LOT 67 EXTENDED NORTHERLY WILL INTERSECT
SAID RIGHT OF WAY LINE; THENCE SOUTHERLY 887 FEET TO THE PLACE OF
BEGINNING; ALL ACCORDING TO THE M.D. SHIPMAN FARM PLAT, SITUATED IN
SECTION 24, IN TOWNSHIP 40 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN THE COUNTY OF DEKALB AND STATE OF ILLINOIS;

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

PART OF LOT 60 OF THE M.D. SHIPMAN'S FARM PLAT IN SECTION 24, TOWNSHIP
40 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB
COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE
SOUTHWEST CORNER OF LOT 67 OF SAID FARM PLAT; THENCE
NORTHWESTERLY ALONG THE SOUTH LINE OF LOT 60 OF SAID FARM PLAT, A
DISTANCE OF 14.28 FEET TO A POINT THAT IS 94.0 FEET WEST (AS MEASURED
PERPENDICULARLY) OF THE EAST LINE OF THE SOUTHWEST 1/4 SAID SECTION
24 FOR THE POINT OF BEGINNING; THENCE NORTHERLY PARALLEL WITH THE
EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 24, A DISTANCE OF 541.5
FEET TO A POINT THAT IS 145.2 FEET WESTERLY (AS MEASURED
PERPENDICULARLY) OF THE NORTHERLY EXTENSION OF THE WEST LINE OF
LOT 67 OF SAID FARM PLAT; THENCE SOUTHWESTERLY PARALLEL WITH THE
WEST LINE OF LOT 67 OF SAID FARM PLAT A DISTANCE OF 525.0 FEET TO THE
SOUTH LINE OF LOT 60 OF SAID FARM PLAT; THENCE SOUTHEASTERLY ALONG
THE SOUTH LINE OF LOT 60 OF SAID FARM PLAT, A DISTANCE OF 130.92 FEET TO
A POINT OF BEGINNING;

ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF LOT 60 OF THE M.D. SHIPMAN FARM PLAT IN SECTION 24,
TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN,
DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 67, THENCE WESTERLY
ALONG THE SOUTH LINE OF SAID FARM PLAT, 14.07 FEET TO A POINT WHICH
IS 94 FEET WEST (MEASURED PERPENDICULARLY) TO THE EAST LINE OF THE
SOUTHWEST QUARTER OF SECTION 24; THENCE NORTH AND PARALLEL WITH SAID EAST LINE, 542.67 FEET TO A POINT WHICH IS 145.20 FEET WESTERLY (MEASURED PERPENDICULARLY) OF THE WESTERLY LINE OF SAID LOT 67, EXTENDED NORTHERLY; THENCE NORTHEASTERLY AND PARALLEL WITH SAID WESTERLY LINE, 389.01 FEET TO A POINT ON SAID EAST LINE WHICH IS 943.55 FEET NORTH OF THE SOUTH LINE OF SAID FARM PLAT; THENCE SOUTH ALONG SAID EAST LINE, 600.89 FEET TO THE INTERSECTION OF SAID WESTERLY LINE OF LOT 67 AND SAID EAST LINE; THENCE SOUTHWESTERLY ALONG SAID WESTERLY LINE OF LOT 67, 332.50 FEET TO THE POINT OF BEGINNING, SITUATED IN THE COUNTY OF DEKALB AND STATE OF ILLINOIS, (EXCEPT THAT PART CONVEYED IN DOCUMENT NO. 97000333 TO DEPARTMENT OF TRANSPORTATION).

ALSO KNOWN AS:
A PART OF LOTS 56, 57, 58 AND 59 IN M.D. SHIPMAN'S FARM PLAT, SAID SUBDIVISION BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 19, 1906 AS SHOWN IN PLAT BOOK D, PAGE 15, IN THE RECORDER'S OFFICE OF DEKALB COUNTY, ILLINOIS, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT A POINT AT THE INTERSECTION OF THE EAST LINE OF SAID LOT 58 AND THE NORTH RIGHT-OF-WAY LINE OF E. LINCOLN HIGHWAY SAID POINT BEING 98.14 FEET LEFT OF E. LINCOLN HIGHWAY STATION 116+70.22; (NEXT THREE COURSES ALONG THE SAID NORTH RIGHT OF WAY LINE) THENCE SOUTH 14°24'41" WEST, A DISTANCE OF 33.14 FEET; THENCE NORTH 82°42'29" WEST, A DISTANCE OF 121.15 FEET; THENCE NORTH 75°35'44" WEST, A DISTANCE OF 207.93 FEET; THENCE NORTH 00°16'38" EAST, A DISTANCE OF 895.44 FEET; THENCE NORTH 14°17'29" EAST, A DISTANCE OF 62.55 FEET; THENCE SOUTH 75°42'31" EAST, A DISTANCE OF 99.70 FEET; THENCE SOUTH 12°27'12" EAST ALONG THE EAST LINE OF SAID LOTS 56, 57 AND 58, A DISTANCE OF 989.72 FEET TO THE POINT OF BEGINNING, CONTAINING 4.955 ACRES (215,844 SQUARE FEET), MORE OR LESS, ALL BEING SITUATED IN THE COUNTY OF DEKALB AND STATE OF ILLINOIS.
NOTE:
1. SEE SHEET C33 - SWPPP MAP FOR OVERALL SEDIMENT AND EROSION CONTROL.
2. ALL PAINTED MARKINGS SHALL BE THERMOPLASTIC.
3. ANY DISTURBED AREA WITHIN THE RIGHT-OF-WAY SHALL BE RESTORED WITH 6" TOP SOIL, CLASS 2A SEEDING AND EROSION CONTROL BLANKET.
Dekalb, IL
- Hip Roof
- No Snap Frames (Building or Canopy)
- 3 Monuments (1 shared, 1 Casey's, 1 storage)

CASEY’S GENERAL STORE
SIGN PACKET

REVISED 12-9-16 TO REDUCE SIGN SIZE.
### Building & Wall Signs - Dekalb, IL (03 Hip Roof)

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### Monument Sign (4 Product)

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### Monument Sign (4 Product - With Safe Self Storage)

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### Storage Sign (1 User)

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NOTES:
U.L. APPROVED
2.55 AMPS / 120 VOLTS / 306 WATTS

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<td>CASEY'S</td>
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<td>63.81 SQ. FT</td>
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<td>GENERAL STORE</td>
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RETURN MATERIAL - .040 X 5" PRE-FINISHED BRONZE / WHITE
1" TRIM CAP PAINTED TO MATCH 313 BRONZE
1/8" 7229 WHITE ACRYLIC
.063 ALUMINUM BAFFLE USED IN "GENERAL STORES" COPY ONLY
GELCORE POWER TETRA HIGH OUTPUT
DRAIN HOLES

SIGN 1

DISTRIBUTED BY SIGN UP COMPANY
783 East Street South
PO Box 219
Kearney, NE 68847
1-800-943-9995 - www.persona-inc.com
NOTES:
U.L. APPROVED
ELECTRICAL: 0.85 AMPS, 120 VOLTS
WEATHERITE COMPONENTS INCLUDED
OVAL & AGILE ARE GLUED TO BACKER PANEL
BACKER PANEL PAINTED DURANDIC BRONZE
PINPLE W/ WATERPROOF SEAL EACH END OUT
BOTTOM OF OVAL, INTO TAGLINE FOR ELECTRICAL
CONNECTION

FACE NOTES:
OVAL FACE IS EMBOSSED, TAGLINE FACE IS FLAT
3/16" CLEAR POLYCARBONATE W/ 2ND SURFACE
DIGITAL PRINT DECAL APPLIED, WHITE BACKSPRAY

24" LOGO DISPLAY
ACTUAL AREA  BOXED AREA
HOMEMADE TO GO OVAL
5.06 SQ. FT  6.39 SQ. FT
PIZZA, ETC. TAGLINE
1.15 SQ. FT  1.36 SQ. FT

OVERALL BOXED AREA = 7.91 SQ FT

.080" ALUMINUM BACKER
.063" X .5" ALUMINUM RETURNS;
EXTERIOR FINISH: PRE-FINISHED BRONZE
INTERIOR FINISH: REFLECTIVE WHITE
OVAL: ROUTELED ALUMINUM RETAINER
PAINTED BLACK
TAGLINE: 1" BLACK TRIMCAP
INTERNAL LED POWER SUPPLIES
AS REQUIRED

WHITE LED'S AS REQUIRED
3/16" CLEAR POLY. FACE
W/ DIGITAL PRINT DECAL
APPLIED 2ND SURFACE
FLEXIBLE CONDUIT
.063" ALUMINUM BACK
ALUMINUM RAFFLE
DRAIN HOLES

INTERNAL LED PROFILE
SCALE: NTS
SIGN 5

3630-22 BLACK
3630-56 BROWN
3630-33 RED
3630-015 YELLOW
3630-22 BLACK

3/16" WHITE ACRYLIC

INTERNAL POWER SUPPLY
1/" JEWELITE 818 BRONZE
GELCORE TETRA MAX LED AS REQUIRED
TUBECAP
DRAIN HOLES
.005 ALUMINUM BACK

GRAPHIC DETAIL
SCALE: 3/4" = 1'

ACTUAL SURFACE AREA = 17.485 SQ FT

LED DETAIL
SCALE: NTS

Customer: CASEY'S
Date: 7/13/11
Prepared By: TF

DISTRIBUTED BY SIGN UP COMPANY
100 21st Street Southeast
PO Box 230
Westmore, SD 57375-0230
1 (800) 365-9668 • www.persona-sign.com
SIGN | TYPE | HEIGHT | WIDTH | TOP | BOTTOM | BOX FT² | TRUE FT²
--- | --- | --- | --- | --- | --- | --- | ---
HOUSE LOGO | SURFACE | 4'-0" | 5'-8 7/8" | 9'-2" | 5'-2" | 22.97 FT² | 17.49 FT²
PRICER | SURFACE | 2'-7" | 10'-2" | 4'-11" | 2'-4" | 26.27 FT² | 26.27 FT²

TOTAL AREA: 49.24 FT²

PRICER NOTES:
- 10" AMBER AND GREEN LED
- STATIC DIESEL, GREEN LABEL - WHITE COPY, LABEL NON-INTERCHANGEABLE
- DIESEL ON THE RIGHT, BOTH SIDES
- STATIC OTHER, YELLOW LABEL - BLACK COPY, LABEL NON-INTERCHANGEABLE

OTHER NOTES:
- CABINET IS BLACK IN COLOR
- 300' WIRELESS KEYPAD RANGE

MONUMENT PRICE SIGN
DEKALB, IL (1 OF 2)
DRAWN BY: J. CLARK
DATE: 12-09-16
<table>
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<tr>
<th>SIGN</th>
<th>TYPE</th>
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<tr>
<td>HOUSE LOGO</td>
<td>SURFACE</td>
<td>4'-0''</td>
<td>5'-8 7/8''</td>
<td>12'-8''</td>
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<tr>
<td>PRICER</td>
<td>SURFACE</td>
<td>2'-7''</td>
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<td>&quot;STORAGE&quot;</td>
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<td>3'-0''</td>
<td>6'-11''</td>
<td>5'-2''</td>
<td>2'-2''</td>
<td>20.75 FT²</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>69.99 FT²</td>
<td></td>
</tr>
</tbody>
</table>

**PRICER NOTES:**
- 1" Amber and Green LED
- Static Diesel, Green Label - White Copy, Label Non-Interchangeable
- Diesel on the Right, Both Sides
- Static Other, Yellow Label - Black Copy, Label Non-Interchangeable

**OTHER NOTES:**
- Cabinet is Black in Color
- 300' Wireless Keypad Range

**MONUMENT PRICE SIGN**
**DEKALB, IL (2 OF 2)**

**DRAWN BY:** J. CLARK
**DATE:** 12-09-16
Storage Sign (1 user)

<table>
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<th>Sign #</th>
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<tr>
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<td>Storage Sign</td>
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<td>5' 2&quot;</td>
<td>7' 0&quot;</td>
<td>3' 0&quot;</td>
<td>21</td>
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</table>

Total: 21

Cabinet is black in color
Sign internally illuminated

Monument Storage Sign
Sign #9

REVISED 11-23-16 TO ADD MONUMENT SIGN FOR STORAGE FACILITY
Exhibit C: Traffic Enforcement Agreement

AGREEMENT

WHEREAS, Casey's Retail Company, its affiliates or subsidiaries (hereinafter collectively "OWNER"), are the owners of a certain commercial or residential facility, or other facility as described in the Illinois Vehicle Code identified below, and named or identified as "the Property" as described in Exhibit 1; and

WHEREAS, the OWNER and the CITY are desirous of protecting the public health, welfare and safety by the regulation of vehicles in those areas of the Property which have not been dedicated to the CITY and are intended for public use; and

WHEREAS, it is intended by the parties that this Agreement should apply to any property in the Property where a question may arise as to whether any particular portion of the Property which is intended to be or become public property through dedication or otherwise, has been so dedicated, or to any portion which is to remain private property but available for general public use; and

WHEREAS, the CITY has the authority to contract with the OWNER to provide such regulation under the provisions of §11-209 of the Illinois Vehicle Code (625 ILCS 5/11-209);

IT IS THEREFORE AGREED by and between the OWNER and the CITY, in consideration of the public health, welfare and safety, as follows:

1. That the CITY is empowered to accomplish all or any part of the provisions enumerated in the above referenced statutory provision, including, but not limited to the following, within the Property:
   
   A. Enforce all privately installed traffic control and regulatory devices including but not limited to no-parking zones, parking reserved for persons with disabilities, fire lanes and similar restrictions.
   
   B. Provide for removal and storage of vehicles during public emergencies, or of abandoned vehicles, and the payment of reasonable charges therefor.
   
   C. Contract for or provide by ordinance, resolution or other official action of the CITY, reasonable additional rules, with the agreement of the OWNER.

3. This Agreement shall be effective and enforceable three days after it has been recorded in the Office of the Recorder of Deeds of the county in which the Property is located and shall continue to be in full force and effect for a period of twenty years, except that after one year from the effective date of this Agreement, either party may cancel this Agreement upon sixty days' written notice to the other party.

EXECUTED this ________ day of ________________ , 2017.

CITY OF DEKALB
DEKALB COUNTY, ILLINOIS

By: ___________________________
    Mayor
Record Owner:

Richard T. Schappert, Vice President

Julia L. Jackowski, Secretary
Waiver of Objection to Special Service Area

STATE OF ILLINOIS
) SS.
COUNTY OF DEKALB
)

Waiver of Objection to Special Service Area

NOW COMES the affiant, Casey's Retail Company, for its LANDOWNER WAIVER OF OBJECTION TO CREATION OF SSA, states as follows:

1. That it has negotiated with the City of DeKalb regarding the improvement of its property located at the northwestern corner of Peace Road and Lincoln Highway, legally described on the attached Exhibit 1 ("the property"), with said improvements consisting generally of the construction of a gasoline fueling station and maintenance of a self-storage facility in accordance with the approved plans therefor.

2. That it is aware that as a condition of approval of the permits required for construction of the above-described improvements and the approval of an annexation agreement, the City is requiring the creation of a backup/dormant maintenance Special Service Area to provide a backup source of funding to maintain common, private improvements located on and/or servicing the property. It agrees and covenants that this Waiver of Objection has been executed to demonstrate that it does not object to the creation of an SSA (as contemplated on Exhibit B), and acknowledges that the City is relying upon the execution of this waiver in approving the construction permit that it otherwise would not be obligated to approve.

3. That it is presently the owner of some or all of the property legally described in the attached Exhibit 1.

4. That, having been ably represented by its own counsel and having been fully apprised of its right and ability to object to the creation of a special service area, it seeks to formally waive any such objection to the creation and imposition of a special service area, according to the terms and purposes announced in the attached Exhibit 2, and further affirmatively indicate its consent to those terms and any other reasonable terms which may be required to create and implement the backup special service area.

5. That it has submitted this Landowner Waiver of Objection to Creation of SSA to the City of DeKalb, for the purpose of waiving any objection it, as the or one of the landowners of the properties described in the attached Exhibit 1 which shall be subject to the special service area upon creation, may otherwise have. This Waiver of Objection shall be binding upon all subsequent owners of the property, and may be recorded against the property.

FURTHER, AFFIANT SAYETH NAUGHT.

Record Owner:

[Signature]
Richard T. Schappert, Vice President
STATE OF IOWA

COUNTY OF POLK

On this 21st day of November, 2017, before me the undersigned, a Notary Public in and for said county and state, personally appeared Richardt T. Schappert and Julia L. Jackowski, who being by me duly sworn, did state that they are the Vice President and Secretary, respectively, of Casey's Retail Company, the corporation named in the foregoing instrument, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and the said Richardt T. Schappert and Julia L. Jackowski, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa
Exhibit 1

ALL OF LOTS 57, 58, AND 59, AND PART OF LOTS 56 AND 60, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 67 OF THE M.D. SHIPMAN FARM PLAT IN THE CENTER OF EAST LINCOLN HIGHWAY; THENCE WESTERLY ALONG THE CENTERLINE OF SAID HIGHWAY 145.2 FEET; THENCE NORTHERLY AND PARALLEL WITH THE WEST LINE OF SAID LOT 67, 977.3 FEET; THENCE EASTERNLY AND PARALLEL TO THE CENTERLINE OF SAID HIGHWAY, 99.5 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, AND GARY RAILWAY; THENCE SOUTHERLY ALONG THE SAID WESTERLY RIGHT OF WAY LINE, 101 FEET TO A POINT WHERE THE SOUTHERLY LINE OF SAID LOT 67 EXTENDED NORTHERLY WILL INTERSECT SAID RIGHT OF WAY LINE; THENCE SOUTHERLY 887 FEET TO THE PLACE OF BEGINNING; ALL ACCORDING TO THE M.D. SHIPMAN FARM PLAT, SITUATED IN SECTION 24, IN TOWNSHIP 40 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE COUNTY OF DEKALB AND STATE OF ILLINOIS;

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

PART OF LOT 60 OF THE M.D. SHIPMAN'S FARM PLAT IN SECTION 24, TOWNSHIP 40 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 67 OF SAID FARM PLAT; THENCE NORTHWESTERLY ALONG THE SOUTH LINE OF LOT 60 OF SAID FARM PLAT, A DISTANCE OF 14.28 FEET TO A POINT THAT IS 94.0 FEET WEST (AS MEASURED PERPENDICULARLY) OF THE EAST LINE OF THE SOUTHWEST 1/4 SAID SECTION 24 FOR THE POINT OF BEGINNING; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 24, A DISTANCE OF 541.5 FEET TO A POINT THAT IS 145.2 FEET WESTERLY (AS MEASURED PERPENDICULARLY) OF THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 67 OF SAID FARM PLAT; THENCE SOUTHWESTERLY PARALLEL WITH THE WEST LINE OF LOT 67 OF SAID FARM PLAT A DISTANCE OF 525.0 FEET TO THE SOUTH LINE OF LOT 60 OF SAID FARM PLAT; THENCE SOUTHEASTERLY ALONG THE SOUTH LINE LOT 60 OF SAID FARM PLAT, A DISTANCE OF 130.92 FEET TO A POINT OF BEGINNING;

ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF LOT 60 OF THE M.D. SHIPMAN FARM PLAT IN SECTION 24, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 67, THENCE WESTERLY ALONG THE SOUTH LINE OF SAID FARM PLAT, 14.07 FEET TO A POINT WHICH IS 94 FEET WEST (MEASURED PERPENDICULARLY) TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 24; THENCE NORTH AND PARALLEL WITH SAID EAST LINE, 542.67 FEET TO A POINT WHICH IS 145.20 FEET WESTERLY (MEASURED PERPENDICULARLY) OF THE WESTERLY LINE OF SAID LOT 67, EXTENDED NORTHERLY, THENCE NORTHEASTERLY AND PARALLEL WITH SAID WESTERLY LINE, 389.01 FEET TO A POINT ON SAID EAST LINE WHICH IS 943.55 FEET NORTH OF THE SOUTH LINE OF SAID FARM PLAT; THENCE SOUTH ALONG SAID EAST LINE, 600.89 FEET TO THE INTERSECTION OF SAID WESTERLY LINE OF LOT 67 AND SAID EAST LINE; THENCE SOUTHWESTERLY ALONG SAID WESTERLY LINE OF LOT 67, 332.50 FEET TO THE POINT OF BEGINNING, SITUATED IN THE COUNTY OF DEKALB AND STATE OF ILLINOIS, (EXCEPT THAT PART CONVEYED IN DOCUMENT NO. 97000333 TO DEPARTMENT OF TRANSPORTATION).

ALSO KNOWN AS:
A PART OF LOTS 56, 57, 58 AND 59 IN M.D. SHIPMAN'S FARM PLAT, SAID SUBDIVISION BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 19, 1906 AS SHOWN IN PLAT BOOK D, PAGE 15, IN THE RECORDER'S OFFICE OF DEKALB COUNTY, ILLINOIS, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT A POINT AT THE INTERSECTION OF THE EAST LINE OF SAID LOT 58 AND THE NORTH RIGHT-OF-WAY LINE OF E. LINCOLN HIGHWAY SAID POINT BEING 98.14 FEET LEFT OF E. LINCOLN
HIGHWAY STATION 116+70.22; (NEXT THREE COURSES ALONG THE SAID NORTH RIGHT OF WAY LINE) THENCE SOUTH 14°24'41" WEST, A DISTANCE OF 33.14 FEET; THENCE NORTH 82°42'29" WEST, A DISTANCE OF 121.15 FEET; THENCE NORTH 75°35'44" WEST, A DISTANCE OF 207.93 FEET; THENCE NORTH 00°16'38" EAST, A DISTANCE OF 895.44 FEET; THENCE NORTH 14°17'29 EAST, A DISTANCE OF 62.55 FEET; THENCE SOUTH 75°42'31" EAST, A DISTANCE OF 99.70 FEET; THENCE SOUTH 12°27'12" EAST ALONG THE EAST LINE OF SAID LOTS 56, 57 AND 58, A DISTANCE OF 989.72 FEET TO THE POINT OF BEGINNING, CONTAINING 4.955 ACRES (215,844 SQUARE FEET), MORE OR LESS, ALL BEING SITUATED IN THE COUNTY OF DEKALB AND STATE OF ILLINOIS.
Exhibit 2: Proposed Terminology for Special Service Area

The purpose of the formation of special service area in general is to authorize the maintenance, repair, regular care, renewal and replacement of the Common Facilities including, without limitation, the mowing and fertilizing of grass, pruning and trimming of trees and bushes, removal and replacement of diseased or dead landscape materials, aeration of stormwater basins, maintenance of underground stormwater facilities, the repair and replacement of monument signs, storm water detention basins, storm sewers and related areas and appurtenances, culverts, drains, ditches and tiles, landscape buffers and related areas and appurtenances, in the special service area, as well as to authorize the implementation and continuation of a mosquito abatement program in the special service area, as well as the provision of snow removal services on public sidewalks along or within the area all in accordance with the final engineering plan and final plat of subdivision for the Area, and the proposed municipal services are unique and are in addition to the improvements provided and/or maintained by the City generally. Notwithstanding the foregoing, taxes shall not be levied hereunder and said Area shall be “dormant”, and shall take effect only if the applicable required owners association, condominium association or property owner fails to maintain, repair or replace the aforesaid required items and the City chooses to assume some or all of said responsibilities.

There will be considered the levy of an annual tax of not to exceed an annual rate of two hundred-hundredths percent (2.0%, being 200¢ per $100) of the equalized assessed value of the property in the proposed special service area, said tax to be levied for an indefinite period of time from and after the date of the Ordinance establishing said Area. Said taxes shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code. The City may levy taxes at any time under the Special Service Area, and may choose to offer none, some or all of the enumerated special services. Proceeds raised by the levy shall only be used as permitted by law.

The foregoing SSA shall remain as a dormant, or backup SSA until such point in time as the City determines that the condition of the Property requires activation of the SSA to fund the provision of a special service authorized within the SSA. This determination shall be based upon the occurrence of a condition which constitutes a violation of the annual stormwater maintenance report or the occurrence of a condition which constitutes a violation of a City or other applicable code or ordinance, as reasonably determined by the City. In such instance, if the condition causing activation of the SSA relates only to one of the two lots comprising the Property and if the City determines that it is reasonably possible to levy the SSA tax against just the parcel at issue, then the City may activate the SSA for the entirety of the Property and levy a tax only against the parcel at issue.
EXHIBIT 1

ALL OF LOTS 57, 58, AND 59, AND PART OF LOTS 56 AND 60, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 67 OF THE M.D. SHIPMAN FARM PLAT IN THE CENTER OF EAST LINCOLN HIGHWAY; THENCE WESTERLY ALONG THE CENTERLINE OF SAID HIGHWAY 145.2 FEET; THENCE NORTHERLY AND PARALLEL WITH THE WEST LINE OF SAID LOT 67, 977.3 FEET; THENCE EASTERLY AND PARALLEL TO THE CENTERLINE OF SAID HIGHWAY, 99.5 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, AND GARY RAILWAY; THENCE SOUTHERLY ALONG THE SAID WESTERLY RIGHT OF WAY LINE, 101 FEET TO A POINT WHERE THE WESTERLY LINE OF SAID LOT 67 EXTENDED NORTHERLY WILL INTERSECT SAID RIGHT OF WAY LINE; THENCE SOUTHERLY 887 FEET TO THE PLACE OF BEGINNING; ALL ACCORDING TO THE M.D. SHIPMAN FARM PLAT, SITUATED IN SECTION 24, IN TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE COUNTY OF DEKALB AND STATE OF ILLINOIS;

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

PART OF LOT 60 OF THE M.D. SHIPMAN'S FARM PLAT IN SECTION 24, TOWNSHIP 40 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 67 OF SAID FARM PLAT; THENCE NORTHWESTERLY ALONG THE SOUTH LINE OF LOT 60 OF SAID FARM PLAT, A DISTANCE OF 14.28 FEET TO A POINT THAT IS 94.0 FEET WEST (AS MEASURED PERPENDICULARLY) OF THE EAST LINE OF THE SOUTHWEST 1/4 SAID SECTION 24 FOR THE POINT OF BEGINNING; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 24, A DISTANCE OF 541.5 FEET TO A POINT THAT IS 145.2 FEET WESTERLY (AS MEASURED PERPENDICULARLY) OF THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 67 OF SAID FARM PLAT; THENCE SOUTHWESTERLY PARALLEL WITH THE WEST LINE OF LOT 67 OF SAID FARM PLAT A DISTANCE OF 525.0 FEET TO THE SOUTH LINE OF LOT 60 OF SAID FARM PLAT; THENCE SOUTHEASTERLY ALONG THE SOUTH LINE LOT 60 OF SAID FARM PLAT, A DISTANCE OF 130.92 FEET TO A POINT OF BEGINNING;

ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

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SOUTHWEST QUARTER OF SECTION 24; THENCE NORTH AND PARALLEL WITH SAID EAST LINE, 542.67 FEET TO A POINT WHICH IS 145.20 FEET WESTERLY (MEASURED PERPENDICULARLY) OF THE WESTERLY LINE OF SAID LOT 67, EXTENDED NORTHERLY; THENCE NORTHEASTERLY AND PARALLEL WITH SAID WESTERLY LINE, 389.01 FEET TO A POINT ON SAID EAST LINE WHICH IS 943.55 FEET NORTH OF THE SOUTH LINE OF SAID FARM PLAT; THENCE SOUTH ALONG SAID EAST LINE, 600.89 FEET TO THE INTERSECTION OF SAID WESTERLY LINE OF LOT 67 AND SAID EAST LINE; THENCE SOUTHWESTERLY ALONG SAID WESTERLY LINE OF LOT 67, 332.50 FEET TO THE POINT OF BEGINNING, SITUATED IN THE COUNTY OF DEKALB AND STATE OF ILLINOIS, (EXCEPT THAT PART CONVEYED IN DOCUMENT NO. 9700333 TO DEPARTMENT OF TRANSPORTATION).

ALSO KNOWN AS:
A PART OF LOTS 56, 57, 58 AND 59 IN M.D. SHIPMAN'S FARM PLAT, SAID SUBDIVISION BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 19, 1906 AS SHOWN IN PLAT BOOK D, PAGE 15, IN THE RECORDER'S OFFICE OF DEKALB COUNTY, ILLINOIS, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT A POINT AT THE INTERSECTION OF THE EAST LINE OF SAID LOT 58 AND THE NORTH RIGHT-OF-WAY LINE OF E. LINCOLN HIGHWAY SAID POINT BEING 98.14 FEET LEFT OF E. LINCOLN HIGHWAY STATION 116+70.22; (NEXT THREE COURSES ALONG THE SAID NORTH RIGHT OF WAY LINE) THENCE SOUTH 14°24'41" WEST, A DISTANCE OF 33.14 FEET; THENCE NORTH 82°42'29" WEST, A DISTANCE OF 121.15 FEET; THENCE NORTH 75°35'44" WEST, A DISTANCE OF 207.93 FEET; THENCE NORTH 00°16'38" EAST, A DISTANCE OF 895.44 FEET; THENCE NORTH 14°17'29 EAST, A DISTANCE OF 62.55 FEET; THENCE SOUTH 75°42'31" EAST, A DISTANCE OF 99.70 FEET; THENCE SOUTH 12°27'12" EAST ALONG THE EAST LINE OF SAID LOTS 56, 57 AND 58, A DISTANCE OF 989.72 FEET TO THE POINT OF BEGINNING, CONTAINING 4.955 ACRES (215,844 SQUARE FEET), MORE OR LESS, ALL BEING SITUATED IN THE COUNTY OF DEKALB AND STATE OF ILLINOIS.
Exhibit 2: Proposed Terminology for Special Service Area

The purpose of the formation of special service area in general is to authorize the maintenance, repair, regular care, renewal and replacement of the Common Facilities including, without limitation, the mowing and fertilizing of grass, pruning and trimming of trees and bushes, removal and replacement of diseased or dead landscape materials, aeration of stormwater basins, maintenance of underground stormwater facilities, the repair and replacement of monument signs, storm water detention basins, storm sewers and related areas and appurtenances, culverts, drains, ditches and tiles, landscape buffers and related areas and appurtenances, in the special service area, as well as to authorize the implementation and continuation of a mosquito abatement program in the special service area, as well as the provision of snow removal services on public sidewalks along or within the area all in accordance with the final engineering plan and final plat of subdivision for the Area, and the proposed municipal services are unique and are in addition to the improvements provided and/or maintained by the City generally. Notwithstanding the foregoing, taxes shall not be levied hereunder and said Area shall be "dormant", and shall take effect only if the applicable required owners association, condominium association or property owner fails to maintain, repair or replace the aforesaid required items and the City chooses to assume some or all of said responsibilities.

There will be considered the levy of an annual tax of not to exceed an annual rate of two hundred-hundredths percent (2.0%, being 200¢ per $100) of the equalized assessed value of the property in the proposed special service area, said tax to be levied for an indefinite period of time from and after the date of the Ordinance establishing said Area. Said taxes shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code. The City may levy taxes at any time under the Special Service Area, and may choose to offer none, some or all of the enumerated special services. Proceeds raised by the levy shall only be used as permitted by law.

The foregoing SSA shall remain as a dormant, or backup SSA until such point in time as the City determines that the condition of the Property requires activation of the SSA to fund the provision of a special service authorized within the SSA. This determination shall be based upon the occurrence of a condition which constitutes a violation of the annual stormwater maintenance report or the occurrence of a condition which constitutes a violation of a City or other applicable code or ordinance, as reasonably determined by the City. In such instance, if the condition causing activation of the SSA relates only to one of the two lots comprising the Property and if the City determines that it is reasonably possible to levy the SSA tax against just the parcel at issue, then the City may activate the SSA for the entirety of the Property and levy a tax only against the parcel at issue.
SUBDIVISION/SITE IMPROVEMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Gallant Construction Company, Inc., as Principal, and Fidelity and Deposit Company of Maryland, of 1299 Zurich Way, 5th Floor Schaumburg, IL, as Surety, are held and firmly bound unto the City of DeKalb, as Obligee, in the sum of Four Hundred Seventy-Five Thousand Nine Hundred Forty-Five Dollars and 20/100 ($ 475,945.20) Dollars for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our executors, administrators, successors, and assigns, firmly by these presents.

WHEREAS, the Principal has agreed to perform the various improvements as detailed by either the plan(s)/specification(s)/agreement, prepared by Arc Design Resources Inc. 5291 Zenith Parkway, Loves Park, IL 61111, to the subdivision known as Peace and IL 38.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that, if said Principal shall perform and complete said improvements to said development in accordance with either the plan (s)/specification(s)/agreement, then this obligation shall be void, otherwise to be and remain in full force and effect.

THIS BOND WILL TERMINATE upon written acceptance of the improvements by the Obligee to the Principal and/or Surety.

Sealed with our seals and dated this 24th day of July, 2017.

Gallant Construction Company, Inc.

By: [Signature]

Fidelity and Deposit Company of Maryland

By: [Signature]

William Reidinger, Attorney-in-fact

CON761002Z0501f
State of Illinois
County of Cook ss.

On this 24th day of July, 2017, before me personally appeared William Reiniger, to be known, whom being by me duly sworn, did depose and say: that he/she resides at Schaumburg, Illinois, that he/she is the Attorney In Fact of Fidelity and Deposit Company of Maryland, the corporation described in and which executed the annexed instrument; that he/she knows the corporate seal of said corporation that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that he/she signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.

Notary Public in and for the above County and State.

7/21/2020
My commission expires 7/21/2020

[Seal]

Daryl Correa
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 7/21/2020
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by Michael P. Bond, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint William Reidinger, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 22nd day of July, A.D. 2015.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Michael P. Bond
Vice President

By: Eric D. Barnes
Secretary

State of Maryland
County of Baltimore

On this 22nd day of July, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Michael P. Bond, Vice President and Eric D. Barnes, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019
EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 24th day of July, 2017.

Gerald F. Haley, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
AMENDED ACCESS EASEMENT AGREEMENT

THIS AMENDED ACCESS EASEMENT AGREEMENT made this 31st day of May 2017, by and between Casey’s Retail Company, an Iowa corporation with headquarters at One Convenience Boulevard, Ankeny, Iowa (hereinafter referred to as “Casey’s”) and James Kaelin, Jr. and Doris B. Kaelin, husband and wife (hereinafter referred to as the “Kaelins”).

WITNESSETH:

WHEREAS, Casey’s is the owner of certain real estate located in DeKalb, DeKalb County, Illinois, and legally described as follows:

A part of Lots 58 and 59 in M.D. Shipman’s Farm Plat, said subdivision being a part of the Southeast Quarter of Section 24, Township 40 North, Range 4 East of the Third Principal Meridian, according to the Plat thereof recorded October 19, 1906 in Plat Book D, Page 15, in the Recorder’s Office of DeKalb County, Illinois, more particularly bounded and described as follows, to-wit: Beginning at a point at the intersection of the East line of said Lot 58 and the North right-of-way line of E. Lincoln Highway said point being 98.14 feet left of E. Lincoln Highway station 116+70.22; (next three courses along the said North right of way line) thence South 14°24’41″ West, a distance of 33.14 feet; thence North 82°42’29″ West, a distance of 121.15 feet; thence North 75°35’44″ West, a distance of 207.93 feet; thence North 00°16’38″ East, a distance of 188.08 feet; thence South 89° 43’ 22″ East a distance of 60.00 feet; thence North 00° 16’ 38″ East a distance of 10.00 feet; thence South 89° 43’ 22″ East a distance of 217.68 feet to the East line of said Lot 58; thence South 12° 27’ 12″ East along the East line of said Lots 58, a distance of 237.32 feet to the Point of Beginning, containing 1.635 acres (71,217 Square Feet), more or less, all being situated in the County of DeKalb and State of Illinois,
upon which property Casey’s proposes to develop a convenience store with gasoline sales facilities (hereinafter referred to as “Casey’s Property”);

WHEREAS, the Kaelins are the owners of certain real estate located north of, and adjacent to, Casey’s Property, legally described on the attached Exhibit “A” (hereinafter referred to as “Kaelins’ Property”);

WHEREAS, Casey’s Property and Kaelins’ Property were previously one contiguous parcel; therefore, the division and transfer of a portion of the larger parcel required an agreement with regard to access and other matters; and

WHEREAS, the parties wish to amend the Access Easement Agreement dated February 22, 2017, and filed with the DeKalb County Recorder on March 9, 2017, as Document No. 2017002170, upon the terms and conditions herein contained.

NOW, THEREFORE, in consideration of the sum of one dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties herein agree as follows:

1. Casey’s grants to the Kaelins, their tenants, successors and assigns, and their respective customers, invitees and licensees, a non-exclusive right for ingress and egress to Kaelins’ Property, as legally described and shown on Exhibit “B” (hereinafter referred to as the “Easement Area”).

2. Casey’s hereby grants and conveys to the Kaelins a non-exclusive easement over and across Casey’s Property for reasonable access, ingress and egress onto East Lincoln Highway (State Route 38). Each of the parties agrees to use its best effort to assure that the Easement Area is kept free of obstructions to the free flow of vehicular traffic over and across the same and is utilized in its intended manner pursuant to building plans that have been submitted and approved by the City of DeKalb.

3. The parties agree that this easement is granted for the purpose of allowing ingress and egress to and from Kaelins’ Property and the adjoining public roadway known as East Lincoln Highway (State Route 38) by the Kaelins, and their respective employees and business invitees. The parties agree that they will sign any and all necessary forms to effectuate the granting of said access easement to East Lincoln Highway (State Route 38), including, but not limited to, signing all necessary Illinois Department of Transportation permits, DeKalb County permits, and/or permit forms required by the City of DeKalb.

4. The parties agree that the Easement Area is the only point of access to Kaelins’ Property. As such, during any period of construction on the Casey’s Property all reasonable attempts will be made to ensure that the Easement Area is kept free of obstructions to the free flow of vehicular traffic and any necessary closures of the Easement Area shall provide appropriate alternate access to Kaelins’ Property. During construction, Casey’s shall utilize
appropriate barriers to restrict vehicular traffic to use of only the Easement Area to avoid unauthorized access to the Casey’s Property.

5. Casey’s shall be responsible for the removal of ordinary and typical snow and debris from the Easement Area.

6. Each party hereto shall protect, defend, hold harmless and indemnify the other from and against any and all claims, losses, damage or liability arising out of its use of the Easement Area.

7. The easement rights herein granted and the obligations set forth shall be a covenant running with the land and shall be binding upon, and inure to the benefit of, the parties hereto and their assignees and successors-in-interest or subsequent purchasers of their respective properties.

IN WITNESS WHEREOF, the parties have executed this Amended Access Easement Agreement on the date and year first written above.

James Kaelin

Doris B. Kaelin

CASEY’S RETAIL COMPANY

By: Darryl Bacon, Vice President

By: Julia L. Jackowski, Secretary

ACKNOWLEDGMENTS

STATE OF IOWA )
) SS:
COUNTY OF POLK )

On this 25th day of May, 2017, before me the undersigned, a Notary Public in and for said county and state, personally appeared Darryl Bacon and Julia L. Jackowski, who being by me duly sworn, did state that they are the Vice President and Secretary, respectively, of Casey’s Retail Company, the corporation named in the foregoing instrument; that the seal affixed to the foregoing instrument is the seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and the said Darryl Bacon and Julia L. Jackowski, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

PATTY A. GRONEWOLD
Commission Number 13614
My Commission Expires

Notary Public in and for the State of Iowa

3
appropriate barriers to restrict vehicular traffic to use of only the Easement Area to avoid unauthorized access to the Casey’s Property.

5. Casey’s shall be responsible for the removal of ordinary and typical snow and debris from the Easement Area.

6. Each party hereto shall protect, defend, hold harmless and indemnify the other from and against any and all claims, losses, damage or liability arising out of its use of the Easement Area.

7. The easement rights herein granted and the obligations set forth shall be a covenant running with the land and shall be binding upon, and inure to the benefit of, the parties hereto and their assignees and successors-in-interest or subsequent purchasers of their respective properties.

IN WITNESS WHEREOF, the parties have executed this Amended Access Easement Agreement on the date and year first written above.

James Kaclin, Jr.

Doris B. Kaclin

CASEY’S RETAIL COMPANY

By: Darryl Bacon, Vice President

By: Julia L. Jackowski, Secretary

ACKNOWLEDGMENTS

STATE OF IOWA ) ) SS:
COUNTY OF POLK )

On this 23rd day of May, 2017, before me the undersigned, a Notary Public in and for said county and state, personally appeared Darryl Bacon and Julia L. Jackowski, who being by me duly sworn, did state that they are the Vice President and Secretary, respectively, of Case’s Retail Company, the corporation named in the foregoing instrument; that the seal affixed to the foregoing instrument is the seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and the said Darryl Bacon and Julia L. Jackowski, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

PATTY A. GRONEWOLD

Notary Public in and for the State of Iowa

2017005690 4/8
Page 4 of 8 Requested By: ssmallwood, Printed: 7/7/2017 10:12 AM
STATE OF ILLINOIS  
    )
COUNTY OF  
    ) SS:

On this 31st day of May, 2017, before me, the undersigned, a Notary Public in and for said state, personally appeared James Kaelin, Jr. and Doris B. Kaelin, husband and wife, to me personally known and who being by me duly sworn, executed the instrument to be their voluntary act and deed, by it voluntarily executed.

[Notary Seal]

Notary Public in and for said State
Exhibit A

Legal Description for Storage Parcel

A part of Lots 56, 57, 58 and 59 in M.D. Shipman's Farm Plat, said subdivision being a part of the Southeast Quarter of Section 24, Township 40 North, Range 4 East of the Third Principal Meridian, according to the Plat thereof recorded October 19, 1906 in Plat Book D, on page 15, in the Recorder's Office of DeKalb County, Illinois, more particularly bounded and described as follows, to-wit:

Commencing at a point at the intersection of the East line of said Lot 58 and the North right-of-way line of E. Lincoln Highway said point being 98.14 feet left of E. Lincoln Highway station 116+70.22; (next three courses along the said North right of way line) thence South 14°24'41" West, a distance of 33.14 feet; thence North 82°42'29" West, a distance of 121.15 feet; thence North 75°35'44" West, a distance of 207.93 feet; thence North 00°16'38" East, a distance of 188.07 feet to the True Point of Beginning; thence continue North 00°16'38" East, a distance of 707.37 feet; thence North 14°17'29" East, a distance of 62.55 feet; thence South 75°42'31" East, a distance of 99.70 feet; thence South 12°27'12" East along the East line of said Lots 56, 57 and 58, a distance of 752.40 feet; thence North 89°43'22" West 217.68 feet; thence South 00°16'38" West a distance of 10.00 feet; thence North 89°43'22" West, a distance of 60.00 feet to the Point of Beginning, containing 3.320 acres (144,625 Square Feet), more or less, all being situated in the County of DeKalb and State of Illinois.
ACCESS EASEMENT DESCRIBED AS:

A part of Lot 59 in M.D. Shipman's Farm Plat, said subdivision being a part of the Southeast Quarter of Section 24, Township 40 North, Range 4 East of the Third Principal Meridian, according to the Plat thereof recorded October 19, 1906 in Plat Book D, on page 15, in the Recorder's Office of DeKalb County, Illinois, more particularly bounded and described as follows, to-wit:

Commencing at a point on the North Right-of-Way of E. Lincoln Hwy. (State Rt. 38) and the West line of said Lot 59; thence North 00° 16' 38" East a distance of 84.38 feet to the point of beginning; thence North 00° 16' 38" East a distance of 37.33 feet; thence South 89° 43' 22" East a distance of 9.40 feet; thence North 00° 16' 38" East a distance of 66.36 feet; thence South 89° 43' 22" East a distance of 30.00 feet; thence South 00° 16' 38" West a distance of 74.00 feet; thence South 17° 31' 43" East a distance of 95.43 feet, thence South 00° 16' 38" West a distance of 40.48 feet to a point in the North Right-of-Way aforesaid, thence North 75° 35' 44" West along said Right-of-Way a distance of 36.09 feet, thence North 17° 31' 56" West a distance of 70.00 feet, thence North 89° 43' 22" West a distance of 12.18 feet to the Point of Beginning, containing 7,123 square feet (0.164 acres) in DeKalb County, Illinois.
AMENDED SIGN EASEMENT AGREEMENT

THIS AMENDED SIGN EASEMENT AGREEMENT made this 31 day of May, 2017, by and between Casey’s Retail Company, an Iowa corporation with headquarters at One S.E. Convenience Boulevard, Ankeny, Iowa (hereinafter referred to as “Casey’s”), and James Kaelin, Jr. and Doris B. Kaelin, husband and wife (hereinafter referred to as the “Kaelins”).

WITNESSETH:

WHEREAS, Casey’s is the owner of certain real estate located in DeKalb, DeKalb County, Illinois, legally described as follows:

A part of Lots 58 and 59 in M.D. Shipman’s Farm Plat, said subdivision being a part of the Southeast Quarter of Section 24, Township 40 North, Range 4 East of the Third Principal Meridian, according to the Plat thereof recorded October 19, 1906 in Plat Book D, Page 15, in the Recorder’s Office of DeKalb County, Illinois, more particularly bounded and described as follows, to-wit: Beginning at a point at the intersection of the East line of said Lot 58 and the North right-of-way line of E. Lincoln Highway said point being 98.14 feet left of E. Lincoln Highway station 116+70.22; (next three courses along the said North right of way line) thence South 14°24’41” West, a distance of 33.14 feet; thence North 82°42’29” West, a distance of 121.15 feet; thence North 75°35’44” West, a distance of 207.93 feet; thence North 00°16’38” East, a distance of 188.08 feet; thence South 89° 43’ 22” East a distance of 60.00 feet; thence North 00° 16’ 38” East a distance of 10.00 feet; thence South 89° 43’ 22” East a distance of 217.68 feet to the East line of said Lot 58; thence South 12° 27’ 12” East along the East line of said Lots 58, a distance of 237.32 feet to the Point of Beginning, containing 1.635 acres (71,217 Square Feet), more or less, all being situated in the County of DeKalb and State of Illinois.
(hereinafter referred to as "Casey's Property"), upon which property Casey's operates a convenience store with gasoline sales facilities;

WHEREAS, the Kaelins are the owners of certain real estate located north of, and adjacent to, Casey's Property, legally described on the attached Exhibit "A" (hereinafter referred to as "Kaelins' Property"), upon which property the Kaelins operate a storage facility;

WHEREAS, the parties have agreed to a shared monument sign, to be located on Casey's Property, advertising both Casey's convenience store and the Kaelins' storage facility;

WHEREAS, the parties wish to amend the Sign Easement Agreement dated February 22, 2017, and filed with the DeKalb County Recorder on March 9, 2017, as Document No. 2017002171, upon the terms and conditions herein contained.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties herein agree as follows:

1. Casey's grants to the Kaelins a permanent easement for the purpose of a shared monument sign (hereinafter referred to as the "Sign") to be located on Casey's Property, as legally described and shown on the attached Exhibit "B" (hereinafter referred to as the "Easement Area").

2. This easement is conveyed to the Kaelins for the purpose of maintaining and operating the Kaelins' panel of the Sign promoting the Kaelins' storage facility. No other or additional signage is permitted without the express written consent of Casey's.

3. Subsequent to the initial sign installation, Casey's shall have the absolute right to review and approve of, or disapprove of, any proposed signage prior to its placement.

4. Casey's further grants an easement to the Kaelins, and their contractors, for the purpose of allowing reasonable ingress and egress to and from the Easement Area for the maintenance of the Sign. Said rights of reasonable ingress and egress shall not unreasonably interfere with Casey's business operation.

5. The Kaelins agree to restore the Easement Area and any area of ingress and egress to its condition prior to the commencement of such work, as nearly as may be possible, following any maintenance or repair of the Sign.

6. The parties agree that all poles and necessary fixtures shall be installed by Casey's and in such a manner as to minimize interference in the use of Casey's Property.
7. The parties agree to share in the expense of construction of the Sign in that the Kaelins shall pay one-third of such expense, not to exceed $6,000, and Casey's shall pay the remaining expense.

8. Any and all electricity needed by the Sign shall be furnished from Casey's Property, at Casey's expense; however, the Kaelins agree to pay Casey's a one-time fee in the amount of $500 for future electricity expenses related to the Sign.

9. The parties shall have the shared obligation of operation, maintenance, repair or replacement of the Sign, and shall maintain the Sign in good repair at all times relevant to this Agreement.

10. The Kaelins shall indemnify and hold Casey's harmless from any and all claims for damage to real or personal property, injuries to or death suffered by any persons by the reason of the construction, installation, repair, replacement, maintenance or operation by the Kaelins of the sign pursuant to this Agreement.

11. The easement rights herein granted and the obligations set forth shall be a covenant running with the land and shall be binding upon, and inure to the benefit of, the parties hereto and their assignees and successors-in-interest or subsequent purchasers of their respective properties, so long as the Kaelins continue to operate the storage facility and such facility continues to be fully operational and located on Kaelins' Property.

IN WITNESS WHEREOF, the parties have executed this Amended Sign Easement Agreement on the date and year first written above.

James Kaelin, Jr.

Doris B. Kaelin

CASEY'S RETAIL COMPANY

By:

Darryl Bacon, Vice President

By:

Julia L. Jackowski, Secretary

ACKNOWLEDGMENTS

STATE OF IOWA )
) SS:
COUNTY OF POLK )

On this 31st day of May, 2017, before me the undersigned, a Notary Public in and for said county and state, personally appeared Darryl Bacon and Julia L. Jackowski, who being by
7. The parties agree to share in the expense of construction of the Sign in that the Kaelins shall pay one-third of such expense, not to exceed $6,000, and Casey's shall pay the remaining expense.

8. Any and all electricity needed by the Sign shall be furnished from Casey's Property, at Casey's expense; however, the Kaelins agree to pay Casey's a one-time fee in the amount of $500 for future electricity expenses related to the Sign.

9. The parties shall have the shared obligation of operation, maintenance, repair or replacement of the Sign, and shall maintain the Sign in good repair at all times relevant to this Agreement.

10. The Kaelins shall indemnify and hold Casey's harmless from any and all claims for damage to real or personal property, injuries to or death suffered by any persons by the reason of the construction, installation, repair, replacement, maintenance or operation by the Kaelins of the sign pursuant to this Agreement.

11. The easement rights herein granted and the obligations set forth shall be a covenant running with the land and shall be binding upon, and inure to the benefit of, the parties hereto and their assignees and successors-in-interest or subsequent purchasers of their respective properties, so long as the Kaelins continue to operate the storage facility and such facility continues to be fully operational and located on Kaelins' Property.

IN WITNESS WHEREOF, the parties have executed this Amended Sign Easement Agreement on the date and year first written above.

James Kaelin, Jr.

Doris B. Kaelin

CASEY'S RETAIL COMPANY

By: Darryl Bacon, Vice President

By: Julia L. Jackowski, Secretary

ACKNOWLEDGMENTS

STATE OF IOWA )
) SS:
COUNTY OF POLK )

On this 3rd day of May, 2017, before me the undersigned, a Notary Public in and for said county and state, personally appeared Darryl Bacon and Julia L. Jackowski, who being by
me duly sworn, did state that they are the Vice President and Secretary, respectively, of Casey's Retail Company, the corporation named in the foregoing instrument; that the seal affixed to the foregoing instrument is the seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and the said Darryl Bacon and Julia L. Jackowski, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

STATE OF ILLINOIS )
COUNTY OF DEKALB )ss.

On this 31st day of May, 2017, before me, the undersigned, a Notary Public in and for said state, personally appeared James Kaelin, Jr. and Doris B. Kaelin, husband and wife, to me personally known and who being by me duly sworn, executed the instrument to be their voluntary act and deed, by it voluntarily executed.

Notary Public in and for the State of Illinois
me duly sworn, did state that they are the Vice President and Secretary, respectively, of Casey's Retail Company, the corporation named in the foregoing instrument; that the seal affixed to the foregoing instrument is the seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and the said Darryl Bacon and Julia L. Jackowski, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by and by them voluntarily executed.

STATE OF ILLINOIS

COUNTY OF

On this _____ day of May, 2017, before me, the undersigned, a Notary Public in and for said state, personally appeared James Kaelin, Jr. and Doris B. Kaelin, husband and wife, to me personally known and who being by me duly sworn, executed the instrument to be their voluntary act and deed, by it voluntarily executed.

Notary Public in and for the State of Illinois
Exhibit A

Legal Description for Storage Parcel

A part of Lots 56, 57, 58 and 59 in M.D. Shipman's Farm Plat, said subdivision being a part of the Southeast Quarter of Section 24, Township 40 North, Range 4 East of the Third Principal Meridian, according to the Plat thereof recorded October 19, 1906 in Plat Book D, on page 15, in the Recorder's Office of DeKalb County, Illinois, more particularly bounded and described as follows, to wit:

Commencing at a point at the intersection of the East line of said Lot 58 and the North right-of-way line of E. Lincoln Highway said point being 98.14 feet left of E. Lincoln Highway station 116+70.22; (next three courses along the said North right of way line) thence South 14°24'41" West, a distance of 33.14 feet; thence North 82°42'29" West, a distance of 121.15 feet; thence North 75°35'44" West, a distance of 207.93 feet; thence North 00°16'38" East, a distance of 188.07 feet to the True Point of Beginning; thence continue North 00°16'38" East, a distance of 707.37 feet; thence North 14°17'29" East, a distance of 62.55 feet; thence South 75°42'31" East, a distance of 99.70 feet; thence South 12°27'12" East along the East line of said Lots 56, 57 and 58, a distance of 752.40 feet; thence North 89°43'22" West 217.68 feet; thence South 00°16'38" West a distance of 10.00 feet; thence North 89°43'22" West, a distance of 60.00 feet to the Point of Beginning, containing 3.320 acres (144,625 Square Feet), more or less, all being situated in the County of DeKalb and State of Illinois.
STORAGE SIGN EASEMENT DESCRIBED AS:

A part of Lot 59 in M.D. Shipman's Farm Plat, said subdivision being a part of the Southeast Quarter of Section 24, Township 40 North, Range 4 East of the Third Principal Meridian, according to the Plat thereof recorded October 19, 1906 in Plat Book D, on page 15, in the Recorder's Office of DeKalb County, Illinois, more particularly bounded and described as follows, to-wit:

Commencing at a point on the North Right-of-Way of E. Lincoln Hwy. (State Rt. 38) and the West line of said Lot 59; thence South 75° 35' 44" East along the right of way a distance of 2.32 feet to the Point of Beginning; thence North 00° 16' 38" East a distance of 21.99 feet; thence South 89° 43' 22" East a distance of 10.00 feet; thence South 00° 16' 38" West a distance of 24.51 feet to a point in the North Right-of-Way aforesaid; thence North 75° 35' 44" West along said Right-of-Way a distance of 10.31 feet to the Point of Beginning, containing 233 square feet (0.005 acres) in DeKalb County, Illinois.

Sheet 2 of 2

16088
1730/1001NB
Prepared by/Return to: LeAnne K. Krell, One S.E. Convenience Blvd., Ankeny, Iowa 50021 (515-965-6543)

SIGN EASEMENT AGREEMENT

THIS SIGN EASEMENT AGREEMENT made this ___ day of _____, 2017, by and between Casey’s Retail Company, an Iowa corporation with headquarters at One S.E. Convenience Boulevard, Ankeny, Iowa (hereinafter referred to as “Casey’s”), and the City of DeKalb, Illinois, a municipality with offices located at 200 South Fourth Street, DeKalb, Illinois (hereinafter referred to as the “City”).

WITNESSETH:

WHEREAS, Casey’s is the owner of certain real estate located in DeKalb, DeKalb County, Illinois, legally described as follows:

A part of Lots 58 and 59 in M.D. Shipman’s Farm Plat, said subdivision being a part of the Southeast Quarter of Section 24, Township 40 North, Range 4 East of the Third Principal Meridian, according to the Plat therefor recorded October 19, 1906 in Plat Book D, Page 15, in the Recorder’s Office of DeKalb County, Illinois, more particularly bounded and described as follows, to-wit: Beginning at a point at the intersection of the East line of said Lot 58 and the North right-of-way line of E. Lincoln Highway said point being 98.14 feet left of E. Lincoln Highway station 116+70.22, (next three courses along the said North right of way line) thence South 14°24’41” West, a distance of 33.14 feet; thence North 82°42’29” West, a distance of 121.15 feet; thence North 75°35’44” West, a distance of 207.93 feet; thence North 00°16’38” East, a distance of 188.08 feet; thence South 89°43’22” East a distance of 60.00 feet; thence North 00°16’38” East a distance of 10.00 feet; thence South 89°43’22” East a distance of 217.68 feet to the East line of said Lot 58; thence South 12°27’12” East along the East line of said Lots 58, a distance of 237.32 feet to the Point of Beginning, containing 1.635 acres (71,217 Square Feet), more or less, all being situated in the County of DeKalb and State of Illinois.
(hereinafter referred to as "Casey’s Property"), upon which property Casey’s operates a convenience store with gasoline sales facilities;

WHEREAS, the City wishes to place a ‘City greeting sign’ (hereinafter referred to as the "Sign") on Casey’s Property;

WHEREAS, Casey’s agrees to allow the City to place the Sign on Casey’s Property subject to certain conditions; and

WHEREAS, the parties wish to create for themselves, their successors and assigns, a sign easement and maintenance agreement upon a portion of Casey’s Property for the benefit of the City, upon the terms and conditions herein contained.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties herein agree as follows:

1. Casey’s grants to the City a permanent easement for the purpose of allowing the City to place the Sign on Casey’s Property, as legally described and shown on the attached Exhibit “A” (hereinafter referred to as the “Easement Area”).

2. This easement is conveyed to the City for the purpose of maintaining and operating the Sign. No other or additional signage is permitted by the City without the express written consent of Casey’s.

3. Subsequent to the installation of the Sign, Casey’s shall have the absolute right to review and approve of, or disapprove of, any change or modifications (including replacement) of the Sign, but shall not unreasonably condition or withhold such approval.

4. Casey’s further grants an easement to the City, and its contractors, for the purpose of allowing reasonable ingress and egress to and from the Easement Area for the construction and maintenance of the Sign. Said rights of reasonable ingress and egress shall not unreasonably interfere with Casey’s business operation.

5. The City agrees to restore the Easement Area and any area of ingress and egress to its condition prior to the commencement of such work, as nearly as may be possible, following the construction and any maintenance or repair of the Sign.

6. Any and all electricity reasonably required for the Sign shall be furnished from Casey’s Property, at Casey’s expense.

7. The City shall indemnify and hold Casey’s harmless from any and all claims for damage to real or personal property, injuries to or death suffered by any persons by the reason of
the construction, installation, repair, replacement, maintenance or operation by the City of the Sign pursuant to this Agreement.

8. The easement rights herein granted and the obligations set forth shall be a covenant running with the land and shall be binding upon, and inure to the benefit of, the parties hereto and their assignees and successors-in-interest or subsequent purchasers of their respective properties.

IN WITNESS WHEREOF, the parties have executed this Sign Easement Agreement on the date and year first written above.

CITY OF DEKALB, ILLINOIS

By: John E. Mayer
    Mayor

By: Jennifer L. Johnson
    City Clerk

STATE OF IOWA

COUNTY OF POLK

On this 22nd day of February, 2017, before me the undersigned, a Notary Public in and for said county and state, personally appeared Richard T. Schappert and Julia L. Jackowski, who being by me duly sworn, did state that they are the Vice President and Secretary, respectively, of Casey's Retail Company, the corporation named in the foregoing instrument; that the seal affixed to the foregoing instrument is the seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and the said Richard T. Schappert and Julia L. Jackowski, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa
STATE OF ILLINOIS )

) SS:
COUNTY OF DEKALB )

On this 21st day of February, 2017, before me the undersigned, a Notary Public in and for said county and state, personally appeared John Rey and Jennifer Jeep Johnson, who being by me duly sworn, did state that they are the Mayor and City Clerk, respectively, of the City of DeKalb, a municipal corporation, under the laws of the State of Illinois, on behalf of the City of DeKalb.

Notary Public in and for the State of Illinois

[Seal of Notary]
SIGN EASEMENT
EXHIBIT A

AREA = 446.93 SQ. FT.
OR 0.010 ACRES

N59°51'06" E 44.98
S14°24'41" W 30.00
N52°42'29" W 30.00

LOT 58
PEACE ROAD

E. LINCOLN HWY. (STATE RT. 38)

ARC DESIGN
RESOURCES INC.

5391 ZENITH PARKWAY
LOVES PARK, IL 61111
VOICE: (815) 484-4000
FAX: (815) 484-4303
www.arcdesign.com
Design Proc License No. 984-00884

Unofficial

Sheet 1 of 2
16088
SIGN EASEMENT DESCRIBED AS:

A part of Lot 58 in M.D. Shipman's Farm Plat, said subdivision being a part of the Southeast Quarter of Section 24, Township 40 North, Range 4 East of the Third Principal Meridian, according to the Plat thereof recorded October 13, 1906 in Plat Book D, on page 15, In the Recorder's Office of DeKalb County, Illinois, more particularly bounded and described as follows, to-wit:

Beginning at a point on the North Right-of-Way of E. Lincoln Hwy. (State Rt. 38) and the East line of said Lot 58; thence North 82° 42' 29" West along said Right-of-Way line a distance of 30.00 feet; thence North 55° 51' 06" East a distance of 44.98 feet to a point in the West Right-of-Way of Peace Road; thence South 14° 24' 41" West along the West Right-of-Way of Peace Road a distance of 30.00 feet to a point in the North Right-of-Way of E. Lincoln Highway to the Point of Beginning, containing 447 square feet (0.010 acres) in DeKalb County, Illinois.
ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT made this 14th day of February 2017, by and between Casey's Retail Company, an Iowa corporation with headquarters at One Convenience Boulevard, Ankeny, Iowa (hereinafter referred to as "Casey's") and James Kaelin, Jr. and Doris B. Kaelin, husband and wife (hereinafter referred to as the "Kaelins").

WITNESSETH:

WHEREAS, Casey's is the owner of certain real estate located in DeKalb, DeKalb County, Illinois, and legally described as follows:

A part of Lots 58 and 59 in M.D. Shipman's Farm Plat, said subdivision being a part of the Southeast Quarter of Section 24, Township 40 North, Range 4 East of the Third Principal Meridian, according to the Plat thereof recorded October 19, 1906 in Plat Book D, Page 15, in the Recorder's Office of DeKalb County, Illinois, more particularly bounded and described as follows, to wit: Beginning at a point at the intersection of the East line of said Lot 58 and the North right-of-way line of E. Lincoln Highway said point being 98.14 feet left of E. Lincoln Highway station 116+70.22, (next three courses along the said North right of way line) thence South 14° 24' 41" West, a distance of 33.14 feet; thence North 82° 42' 29" West, a distance of 121.15 feet; thence North 75° 35' 44" West, a distance of 207.93 feet; thence North 00° 16' 38" East, a distance of 188.08 feet; thence South 89° 43' 22" East a distance of 60.00 feet; thence North 00° 16' 38" East a distance of 10.00 feet; thence South 89° 43' 22" East a distance of 217.68 feet to the East line of said Lot 58; thence South 12° 27' 12" East along the East line of said Lots 58, a distance of 237.32 feet to the Point of Beginning, containing 1.635 acres (71,217 Square Feet), more or less, all being situated in the County of DeKalb and State of Illinois,
upon which property Casey's proposes to develop a convenience store with gasoline sales facilities (hereinafter referred to as "Casey's Property");

WHEREAS, the Kaelins are the owners of certain real estate located north of, and adjacent to, Casey's Property (hereinafter referred to as "Kaelins' Property");

WHEREAS, Casey's Property and Kaelins' Property were previously one contiguous parcel; therefore, the division and transfer of a portion of the larger parcel required an agreement with regard to access and other matters; and

WHEREAS, the parties wish to create for themselves, their heirs, successors, and assigns an access and maintenance agreement upon a portion of Casey's Property, upon the terms and conditions herein contained.

NOW, THEREFORE, in consideration of the sum of one dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties herein agree as follows:

1. Casey's grants to the Kaelins, their tenants, successors and assigns, and their respective customers, invitees and licensees, a non-exclusive right for ingress and egress to Kaelins' Property, as legally described and shown on Exhibit "A" (hereinafter referred to as the "Easement Area").

2. Casey's hereby grants and conveys to the Kaelins a non-exclusive easement over and across Casey's Property for reasonable access, ingress and egress onto East Lincoln Highway (State Route 38). Each of the parties agrees to use its best effort to assure that the Easement Area is kept free of obstructions to the free flow of vehicular traffic over and across the same and is utilized in its intended manner pursuant to building plans that have been submitted and approved by the City of DeKalb.

3. The parties agree that this easement is granted for the purpose of allowing ingress and egress to and from Kaelins' Property and the adjoining public roadway known as East Lincoln Highway (State Route 38) by the Kaelins, and their respective employees and business invitees. The parties agree that they will sign any and all necessary forms to effectuate the granting of said access easement to East Lincoln Highway (State Route 38), including, but not limited to, signing all necessary Illinois Department of Transportation permits, DeKalb County permits, and/or permit forms required by the City of DeKalb.

4. The parties agree that the Easement Area is the only point of access to Kaelins' Property. As such, during any period of construction on the Casey's Property all reasonable attempts will be made to ensure that the Easement Area is kept free of obstructions to the free flow of vehicular traffic and any necessary closures of the Easement Area shall provide appropriate alternate access to Kaelins' Property. During construction, Casey's shall utilize
appropriate barriers to restrict vehicular traffic to use of only the Easement Area to avoid unauthorized access to the Casey's Property.

5. Casey's shall be responsible for the removal of ordinary and typical snow and debris from the Easement Area.

6. Each party hereto shall protect, defend, hold harmless and indemnify the other from and against any and all claims, losses, damage or liability arising out of its use of the Easement Area.

7. The easement rights herein granted and the obligations set forth shall be a covenant running with the land and shall be binding upon, and inure to the benefit of, the parties hereto and their assignees and successors-in-interest or subsequent purchasers of their respective properties.

IN WITNESS WHEREOF, the parties have executed this Access Easement Agreement on the date and year first written above.

James Kaelin, Jr.

Doris B. Kaelin

CASEY'S RETAIL COMPANY

By: Richard T. Schappert, Vice President

Julia L. Jackowski, Secretary

ACKNOWLEDGMENTS

STATE OF IOWA

COUNTY OF POLK

On this 22nd day of February, 2017, before me the undersigned, a Notary Public in and for said county and state, personally appeared Richard T. Schappert and Julia L. Jackowski, who being by me duly sworn, did state that they are the Vice President and Secretary, respectively, of Casey's Retail Company, the corporation named in the foregoing instrument; that the seal affixed to the foregoing instrument is the seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and the said Richard T. Schappert and Julia L. Jackowski, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

R. J. HAWKINS
Notary Public in and for the State of Iowa
appropriate barriers to restrict vehicular traffic to use of only the Basement Area to avoid unauthorized access to the Casey’s Property.

5. Casey’s shall be responsible for the removal of ordinary and typical snow and debris from the Basement Area.

6. Each party hereto shall protect, defend, hold harmless and indemnify the other from and against any and all claims, losses, damage or liability arising out of its use of the Basement Area.

7. The easement rights herein granted and the obligations set forth shall be a covenant running with the land and shall be binding upon, and inure to the benefit of, the parties hereto and their assignees and successors-in-interest or subsequent purchasers of their respective properties.

IN WITNESS WHEREOF, the parties have executed this Access Easement Agreement on the date and year first written above.

James Kaelin, Jr.

Doris B. Kaelin

CASHEY’S RETAIL COMPANY

By: Richard T. Schappert, Vice President

By: Julia L. Jackowski, Secretary

STATE OF IOWA

COUNTY OF POLK

On this 22nd day of February, 2017, before me the undersigned, a Notary Public in and for said county and state, personally appeared Richard T. Schappert and Julia L. Jackowski, who being by me duly sworn, did state that they are the Vice President and Secretary, respectively, of Casey’s Retail Company, the corporation named in the foregoing instrument; that the seal affixed to the foregoing instrument is the seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and the said Richard T. Schappert and Julia L. Jackowski, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

R. J. HAWKINS
Commission Number 75-4691
My Commission Expires September 10, 2017

Notary Public in and for the State of Iowa
STATE OF ILLINOIS  )  
COUNTY OF  ) SS:

On this 23rd day of February, 2017, before me, the undersigned, a Notary Public in and for said state, personally appeared James Kaelin, Jr. and Doris B. Kaelin, husband and wife, to me personally known and who being by me duly sworn, executed the instrument to be their voluntary act and deed, by it voluntarily executed.
ACCESS EASEMENT DESCRIBED AS:

A part of Lot 59 in M.D. Shipman's Farm Plat, said subdivision being a part of the Southeast Quarter of Section 24, Township 40 North, Range 4 East of the Third Principal Meridian, according to the Plat thereof recorded October 19, 1866 in Plat Book D, on page 15, in the Recorder's Office of DeKalb County, Illinois, more particularly bounded and described as follows, to-wit:

Beginning at a point on the North Right-of-Way of E. Lincoln Hwy. (State Rt. 38) and the West line of said Lot 59; thence North 00° 16' 36" East a distance of 122.36 feet; thence North 28° 43' 18" East a distance of 21.05 feet; thence North 00° 54' 13" East a distance of 47.21 feet; thence South 89° 43' 22" East a distance of 26.00 feet; thence South 02° 02' 53" West a distance of 69.95 feet; thence South 04° 21' 54" West a distance of 131.20 feet to a point in the North Right-of-Way aforesaid; thence North 75° 35' 14" West along said Right-of-Way a distance of 51.56 feet to the Point of Beginning, containing 7604 square feet (0.175 acres) in DeKalb County, Illinois.
SIGN EASEMENT AGREEMENT

THIS SIGN EASEMENT AGREEMENT made this 2, day of February, 2017, by and between Casey's Retail Company, an Iowa corporation with headquarters at One S.E. Convenience Boulevard, Ankeny, Iowa (hereinafter referred to as "Casey's"), and James Kaelin, Jr. and Doris B. Kaelin, husband and wife (hereinafter referred to as the "Kaelins").

WITNESSETH:

WHEREAS, Casey's is the owner of certain real estate located in DeKalb, DeKalb County, Illinois, legally described as follows:

A part of Lots 58 and 59 in M.D. Shipman's Farm Plat, said subdivision being a part of the Southeast Quarter of Section 24, Township 40 North, Range 4 East of the Third Principal Meridian, according to the Plat thereof recorded October 19, 1906 in Plat Book D, Page 15, in the Recorder's Office of DeKalb County, Illinois, more particularly bounded and described as follows, to wit: Beginning at a point at the intersection of the East line of said Lot 58 and the North right-of-way line of E. Lincoln Highway said point being 98.14 feet left of E. Lincoln Highway station 116+70.22; (next three courses along the said North right of way line) thence South 42°41'41" West, a distance of 33.14 feet; thence North 82°42'29" West, a distance of 121.15 feet; thence North 75°35'44" West, a distance of 207.93 feet; thence North 00°16'38" East, a distance of 188.08 feet; thence South 89° 43'22" East a distance of 60.00 feet; thence North 00° 16' 38" East a distance of 10.00 feet; thence South 89° 43' 22" East a distance of 217.68 feet to the East line of said Lot 58; thence South 12° 27' 12" East along the East line of said Lots 58, a distance of 237.32 feet to the Point of Beginning, containing 1.635 acres (71,217 Square Feet), more or less, all being situated in the County of DeKalb and State of Illinois.
(hereinafter referred to as "Casey's Property"), upon which property Casey's operates a convenience store with gasoline sales facilities;

WHEREAS, the Kaelins are the owners of certain real estate located north of, and adjacent to, Casey's Property (hereinafter referred to as "Kaelins' Property"), upon which property the Kaelins operate a storage facility;

WHEREAS, the parties have agreed to a shared monument sign, to be located on Casey's Property, advertising both Casey's convenience store and the Kaelins' storage facility;

WHEREAS, the parties wish to create for themselves, their successors and assigns, a sign easement and maintenance agreement upon a portion of Casey's Property for the benefit of the Kaelins, upon the terms and conditions herein contained.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties herein agree as follows:

1. Casey's grants to the Kaelins a permanent easement for the purpose of a shared monument sign (hereinafter referred to as the "Sign") to be located on Casey's Property, as legally described and shown on the attached Exhibit A (hereinafter referred to as the "Easement Area").

2. This easement is conveyed to the Kaelins for the purpose of maintaining and operating the Kaelins' panel of the Sign promoting the Kaelins' storage facility. No other or additional signage is permitted without the express written consent of Casey's.

3. Subsequent to the initial sign installation, Casey's shall have the absolute right to review and approve of, or disapprove of, any proposed signage prior to its placement.

4. Casey's further grants an easement to the Kaelins, and their contractors, for the purpose of allowing reasonable ingress and egress to and from the Easement Area for the maintenance of the Sign. Said rights of reasonable ingress and egress shall not unreasonably interfere with Casey's business operation.

5. The Kaelins agree to restore the Easement Area and any area of ingress and egress to its condition prior to the commencement of such work, as nearly as may be possible, following any maintenance or repair of the Sign.

6. The parties agree that all poles and necessary fixtures shall be installed by Casey's and in such a manner as to minimize interference in the use of Casey's Property.
7. The parties agree to share in the expense of construction of the Sign in that the Kaelins shall pay one-third of such expense, not to exceed $6,000, and Casey's shall pay the remaining expense.

8. Any and all electricity needed by the Sign shall be furnished from Casey's Property, at Casey's expense; however, the Kaelins agree to pay Casey's a one-time fee in the amount of $500 for future electricity expenses related to the Sign.

9. The parties shall have the shared obligation of operation, maintenance, repair or replacement of the Sign, and shall maintain the Sign in good repair at all times relevant to this Agreement.

10. The Kaelins shall indemnify and hold Casey's harmless from any and all claims for damage to real or personal property, injuries to or death suffered by any persons by the reason of the construction, installation, repair, replacement, maintenance or operation by the Kaelins of the sign pursuant to this Agreement.

11. The easement rights herein granted and the obligations set forth shall be a covenant running with the land and shall be binding upon, and inure to the benefit of, the parties hereto and their assignees and successors-in-interest or subsequent purchasers of their respective properties, so long as the Kaelins continue to operate the storage facility and such facility continues to be fully operational and located on Kaelins' Property.

IN WITNESS WHEREOF, the parties have executed this Sign Easement Agreement on the date and year first written above.

James Kaelin, Jr.

Doris B. Kaelin

CASEY'S RETAIL COMPANY

By: Richard T. Schappert, Vice President

By: Julia L. Jackowski, Secretary

ACKNOWLEDGMENTS

STATE OF IOWA )
) SS:
COUNTY OF POLK )

On this 22nd day of February, 2017, before me the undersigned, a Notary Public in and for said county and state, personally appeared Richard T. Schappert and Julia L. Jackowski, who
being by me duly sworn, did state that they are the Vice President and Secretary, respectively, of Casey’s Retail Company, the corporation named in the foregoing instrument; that the seal affixed to the foregoing instrument is the seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and the said Richard T. Schappert and Julia L. Jackowski, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

STATE OF ILLINOIS

COUNTY OF

On this _____ day of February, 2017, before me; the undersigned, a Notary Public in and for said state, personally appeared James Kaelin, Jr. and Doris B. Kaelin, husband and wife, to me personally known and who being by me duly sworn, executed the instrument to be their voluntary act and deed, by it voluntarily executed.

Notary Public in and for the State of Illinois
7. The parties agree to share in the expense of construction of the Sign in that the Kaelins shall pay one-third of such expense, not to exceed $6,000, and Casey's shall pay the remaining expense.

8. Any and all electricity needed by the Sign shall be furnished from Casey's Property, at Casey's expense; however, the Kaelins agree to pay Casey's a one-time fee in the amount of $500 for future electricity expenses related to the Sign.

9. The parties shall have the shared obligation of operation, maintenance, repair or replacement of the Sign, and shall maintain the Sign in good repair at all times relevant to this Agreement.

10. The Kaelins shall indemnify and hold Casey's harmless from any and all claims for damage to real or personal property, injuries to or death suffered by any persons by the reason of the construction, installation, repair, replacement, maintenance or operation by the Kaelins of the sign pursuant to this Agreement.

11. The easement rights herein granted and the obligations set forth shall be a covenant running with the land and shall be binding upon and inure to the benefit of, the parties hereto and their assigns and successors-in-interest or subsequent purchasers of their respective properties, so long as the Kaelins continue to operate the storage facility and such facility continues to be fully operational and located on Kaelins' Property.

IN WITNESS WHEREOF, the parties have executed this Sign Easement Agreement on the date and year first written above.

James Kaelin, Jr.

Doris B. Kaelin

CASEY'S RETAIL COMPANY

By:

Richard T. Schappert, Vice President

By:

Julia L. Jackowski, Secretary

ACKNOWLEDGMENTS

STATE OF IOWA )
) SS:
COUNTY OF POLK )

On this 22nd day of February, 2017, before me the undersigned, a Notary Public in and for said county and state, personally appeared Richard T. Schappert and Julia L. Jackowski, who
being by me duly sworn, did state that they are the Vice President and Secretary, respectively, of Casey's Retail Company, the corporation named in the foregoing instrument; that the seal affixed to the foregoing instrument is the seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and the said Richard T. Schappert and Julia L. Jackowski, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

STATE OF ILLINOIS  

COUNTY OF DEKALB

On this 23rd day of February, 2017, before me, the undersigned, a Notary Public in and for said state, personally appeared James Kaelin, Jr. and Doris B. Kaelin, husband and wife, to me personally known and who being by me duly sworn, executed the instrument to be their voluntary act and deed, by it voluntarily executed.
STORAGE SIGN EASEMENT EXHIBIT

LOT 67

E. LINCOLN HWY. (STATE RT. 38)

S75°33'40"E 12.00
N14°26'20"E 20.38
N75°35'44"W 12.00

AREA = 244.51 SQ. FT.
OR 0.006 ACRES

S14°26'20"W 20.37

Sheet 1 of 2

16088

2017002171 7/8
STORAGE SIGN EASEMENT DESCRIBED AS:

A part of Lot 59 in M.D. Shipman's Farm Plat, said subdivision being a part of the Southeast Quarter of Section 24, Township 40 North, Range 4 East of the Third Principal Meridian, according to the Plat thereof recorded October 19, 1906 in Plat Book D, on page 15, in the Recorder's Office of DeKalb County, Illinois, more particularly bounded and described as follows, to-wit:

Commencing at a point on the North Right-of-Way of E. Lincoln Hwy. (State Rt. 38) and the West line of said Lot 59; thence South 75° 35' 40" East along the right of way to the Point of Beginning; thence North 14° 26' 20" East a distance of 20.38 feet; thence South 75° 33' 40" East a distance of 12.00 feet; thence South 14° 26' 20" West a distance of 20.37 feet to a point in the North Right-of-Way aforesaid; thence North 75° 35' 44" West along said Right-of-Way a distance of 12.00 feet to the Point of Beginning, containing 245 square feet (0.006 acres) in DeKalb County, Illinois.
THIS INDENTURE, Made this \textcolor{red}{31st} day of \textcolor{blue}{MAY}, 2017, between, JAMES KAELIN, JR. and DORIS B. KAELIN, husband & wife, of the City of DeKalb, County of DeKalb and State of Illinois, Grantors; and PEARL DEKALB LLC, an Illinois Limited Liability Company, of the Village of Glenview, County of Cook, and State of Illinois, Grantee;

THE GRANTORS, for and in consideration of TEN & 00/100 DOLLARS, and other good and valuable consideration in hand paid, CONVEY and WARRANT to the Grantee, the following described Real Estate situated in the City of DeKalb, County of DeKalb, in the State of Illinois, to wit:

Parcel 1:

A part of Lots 56, 57, 58 and 59 in M.D. Shipman's Farm Plat said subdivision being a part of the Southeast Quarter of Section 24, Township 40 North, Range 4, East of the Third Principal Meridian, according to the plat thereof recorded October 19, 1906 in Plat Book "D", Page 15, in the Recorder's Office of DeKalb County, Illinois, more particularly bounded and described as follows, to-wit: Commencing at a point at the intersection of the East line of said Lot 58 and the North right of way line of E. Lincoln Highway said point being 98.14 feet left of E. Lincoln Highway station 116+70.22 (next three courses along the said North right of way line); thence South 14 degrees 24 minutes 41 seconds West, a distance of 33.14 feet; thence North 82 degrees 42 minutes 29 seconds West, a distance of 121.15 feet; thence North 75 degrees 35 minutes 44 seconds West, a distance of 207.93 feet; thence North 00 degrees 16 minutes 38 seconds East, a distance of 188.07 feet to the true point of beginning; thence continue North 00 degrees 16 minutes 38 seconds East, a distance of 707.37 feet; thence North 14 degrees 17 minutes 29 seconds East, a distance of 62.55 feet; thence South 75 degrees 42 minutes 31 seconds East, a distance of 99.70 feet; thence South 12 degrees 27 minutes 12 seconds East along the East line of said Lots 56, 57 and 58, a distance of 752.40 feet; thence North 89 degrees 43 minutes 22 seconds West 217.68 feet; thence South 00 degrees 16 minutes 38 seconds West, a distance of 10.00 feet; thence North 89 degrees 43 minutes 22 seconds West, a distance of 60.00 feet to the point of beginning, all being situated in the County of DeKalb and State of Illinois.

PIN: 08-24-451-006 (formerly part of 08-24-451-002 and 08-24-451-005)
Property Address: East Lincoln Highway, DeKalb, IL 60115

Parcel 2:

A non-exclusive easement for the benefit of Parcel 1 as created by Access Easement Agreement
dated February 22, 2017 and recorded March 9, 2017 as Document No. 2017002170, as amended by Amended Access Easement Agreement dated May 31, 2017, and recorded June 14, 2017, as Document No. 2017005690, from Casey’s Retail Company, an Iowa corporation, to James Kaelin, Jr. and Doris B. Kaelin, husband and wife, for the purpose of ingress and egress over the following described land: A part of Lot 59 in M.D. Shipman’s Farm Plat, said subdivision being a part of the Southeast Quarter of Section 24, Township 40 North, Range 4 East of the Third Principal Meridian, according to the Plat thereof recorded October 19, 1906 in Plat Book D, on page 15, in the Recorder’s Office of DeKalb County, Illinois, more particularly bounded and described as follows, to-wit: Commencing at a point on the North Right-of-Way of E. Lincoln Hwy. (State Rt. 38) and the West line of said Lot 59; thence North 06° 15’ 38” East a distance of 84.38 feet to the point of beginning; thence North 00° 00’ 00” East 16 minutes 38 seconds 30.00 feet; thence South 89° 43’ 42” East a distance of 9.40 feet; thence North 00° 00’ 00” East 16 minutes 38 seconds East a distance of 66.36 feet; thence South 89° 43’ 42” East a distance of 30.00 feet; thence South 00° 00’ 00” East 16 minutes 38 seconds West a distance of 74.00 feet; thence South 17° 02’ 31” East a distance of 95.43 feet; thence North 00° 00’ 00” East 16 minutes 38 seconds West a distance of 11.81 feet to a point in the North Right-of-Way aforesaid; thence North 75° 46’ 29” East 36.99 feet; thence North 17° 02’ 31” East a distance of 70.00 feet; thence North 89° 43’ 42” East a distance of 43.22 seconds East a distance of 12.18 feet to the Point of Beginning, containing 7,123 square feet (0.164 acres) in DeKalb County, Illinois.

Parcel 3:

A non-exclusive easement for the benefit of Parcel 1, as created by the Sign Easement Agreement dated February 22, 2017 and recorded March 9, 2017 as Document No. 2017002171, as amended by Amended Sign Easement Agreement dated May 31, 2017, and recorded June 14, 2017, as Document No. 2017005691, from Casey’s Retail Company, an Iowa corporation, to James Kaelin, Jr. and Doris B. Kaelin, husband and wife, for the purpose of a shared monument sign and ingress and egress to and from the easement over the following described land: A part of Lot 59 in M.D. Shipman’s Farm Plat, said subdivision being a part of the Southeast Quarter of Section 24, Township 40 North, Range 4 East of the Third Principal Meridian, according to the Plat thereof recorded October 19, 1906 in Plat Book D, on page 15, in the Recorder’s Office of DeKalb County, Illinois, more particularly bounded and described as follows, to-wit: Commencing at a point on the North Right-of-Way of E. Lincoln Hwy. (State Rt. 38) and the West line of said Lot 59; thence South 75° 35’ 44” East along the right of way a distance of 2.32 feet to the Point of Beginning; thence North 06° 15’ 38” East a distance of 21.99 feet; thence South 89° 43’ 42” East a distance of 10.00 feet; thence South 06° 15’ 38” West a distance of 24.51 feet to a point in the North Right-of-Way aforesaid; thence North 75° 35’ 44” West along said Right-of-Way a distance of 10.31 feet to the Point of Beginning, in DeKalb County, Illinois.

Parcel 4:

Part of Lot 60 of M.D. Shipman’s Farm Plat in Section 24, Township 40 North, Range 4, East of the Third Principal Meridian, DeKalb County, Illinois, described as follows: Commencing at the Southwest corner of Lot 67 of said farm plat; thence Northwesterly along the South line of Lot 60 of said farm plat, a distance of 14.28 feet to a point that is 94.0 feet West (as measured perpendicularly) of the East line of the Southwest Quarter of said Section 24 for the point of beginning; thence Northwesterly parallel with the East line of the Southwest Quarter of said Section 24, a distance of 541.5 feet to a point that is 145.2 feet Westerly (as measured perpendicularly) of the Northwesterly extension of the West line of Lot 67 of said farm plat; thence Southwesterly parallel with
the West line of Lot 67 of said farm plat a distance of 525.0 feet to the South line of Lot 60 of said farm plat; thence Southeasterly along the South line of Lot 60 of said farm plat, a distance of 130.92 feet to a point of beginning.

PIN: 08-24-376-019
PROPERTY ADDRESS: 2103 E Lincoln Hwy, DeKalb, IL 60115

(Subject to general real estate taxes for the year 2016 and subsequent years; easements, restrictions, conditions and covenants of record, and building lines.)

hereby releasing and waiving all rights under the virtue of the Homestead Exemption Laws of the State of Illinois.

TO HAVE AND TO HOLD said premises to Grantee, forever.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals the day and year first above written.

JAMES KAELIN, JR.

DORIS B. KAELIN

STATE OF ILLINOIS )
) ss-
COUNTY OF DE KALB )

I, the undersigned, a Notary Public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that JAMES KAELIN, JR. and DORIS B. KAELIN, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and seal, this 31st day of May, 2017.

[Seal]
Notary Public

Prepared by:
James A. Stoddard
Klein, Stoddard, Buck & Lewis, LLC
Attorneys at Law
2045 Aberdeen Ct., Suite A
Sycamore, Illinois 60178
Telephone: 815/748-0380
Fax: 815/748-4080
DOUGLAS J. JOHNSON
DEKALB COUNTY RECORDER
PLAT ACT AFFIDAVIT

State of Illinois

County of DeKalb

James Kaelin, Jr., being duly sworn on oath, states that he resides at
P.O. Box 74, 205 N. 3rd St., Malta, IL 60150.

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

A. [X] 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. [ ] 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.

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 31st DAY OF MAY 2017

[Signature of Affiant]

Signature of Notary Public

[Signature of Notary Public]

OFFICIAL SEAL
JAMES A. STODDARD
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 04/04/21

Revised 04/01/01

2017005692 4/4
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