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

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

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

ORDINANCE 2018-047

AUTHORIZING A ZONING MAP AMENDMENT FROM THE "LC" LIGHT COMMERCIAL DISTRICT TO THE "PD-C" PLANNED DEVELOPMENT COMMERCIAL DISTRICT, AND THE APPROVAL OF A PLANNED DEVELOPMENT PLAN FOR A HOME2 SUITES BY HILTON HOTEL (NORTHERN ILLINOIS HOTELS, LLC) (SOUTHWEST CORNER OF KNOLLS AVENUE SOUTH AND SOUTH ANNIE GLIDDEN ROAD), DEKALB, ILLINOIS.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, on the 24th day of September, 2018, and the original is now on file at the City of DeKalb Municipal Building.

WITNESS my hand and the official seal of said City this 17th day of October, 2018.

RUTH A. SCOTT, Deputy City Clerk

Prepared by:
Deputy City Clerk Ruth Scott
City of DeKalb
200 South Fourth Street
DeKalb, IL 60115
ORDINANCE 2018-047    PASSED: SEPTEMBER 24, 2018

AUTHORIZING A ZONING MAP AMENDMENT FROM THE
“LC” LIGHT COMMERCIAL DISTRICT TO THE “PD-C”
PLANNED DEVELOPMENT COMMERCIAL DISTRICT,
AND APPROVAL OF A PLANNED DEVELOPMENT
PLAN FOR A HOME2 SUITES BY HILTON HOTEL
(NORTHERN ILLINOIS HOTELS, LLC) (SOUTHWEST
CORNER OF KNOLLS AVENUE SOUTH AND SOUTH
ANNIE GLIDDEN ROAD), DEKALB, ILLINOIS.

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

WHEREAS, Northern Illinois Hotels, LLC (herein referred to as “Applicant”) is proposing
a 4-story, 90 room Home2 Suites by Hilton Hotel for a 2.87-acre lot located on the
southwest corner of South Annie Glidden Road and Knolls Avenue South (herein referred
to as “Subject Property”). The Subject Property is Lot 302 in the Knolls at Prairie Creek,
P.U.D. Phase 5 Subdivision and currently zoned “LC” Light Commercial District. The
Applicant is requesting to rezone the property from the “LC” Light Commercial District to
the “PD-C” Planned Development Commercial District and approval of a Planned
Development Plan and waivers to the maximum building height and the 50-foot buffer
area adjacent to a residential zoned property; and

WHEREAS, the City and Applicant seek to enter into a Development Agreement for the
Subject Property contemplated and approved therein; and

WHEREAS, pursuant to proper legal notice, a public hearing was conducted by the
Planning and Zoning Commission on July 18, 2018, and continued to August 8, 2018; and

WHEREAS, the City and Applicant have conducted all required public hearings before
the Planning and Zoning Commission of the City of DeKalb for the rezoning for the Subject
Property, and have otherwise satisfied all conditions precedent to the adoption of this
Ordinance; and

WHEREAS, the City Council has reviewed and adopts the following findings of fact of the
Planning and Zoning Commission of the City of DeKalb, finds that the proposed rezoning
is in conformance with the applicable zoning factors contained therein, and finds that
approval of the rezoning for the Subject Property is in the public interest and promotes
the public health, safety and welfare;
STANDARDS OF REZONING

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

The 2005 Comprehensive Plan recommends the subject site for Commercial uses. The site has been vacant for over 20 years and was platted in 1996 as part of the Knolls at Prairie Creek, P.U.D. Phase 5 Subdivision. There is an existing 80 room, 4-story Hampton Inn Hotel to the south of the subject site that was built in 2014. Commercial development exists to the south along Annie Glidden Road. The development of the site with the proposed hotel use meets the intent of the Comprehensive Plan, the trend of development in the surrounding area and the standards of the South Annie Glidden Road Corridor (SAGRC) Overlay Zoning District. The development will also continue to provide the foundation for future commercial developments along the Annie Glidden Road Corridor.

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

Re-zoning of the subject site to the PD-C District will allow the project to comply with the regulations of the Unified Development Ordinance ("UDO") except for waivers for building height and a 50-foot buffer area along the west side of the site. The exceptions to the buffer area are justified based upon the unique shape of the lot and the environmental constraints on the east side of the property that prohibit the building and site improvements being located further to the east. The Applicant has also provided a list of six performance measures they are meeting as outlined in the SAGRC Overlay Zoning District, which allows for a 10 foot increase in the building height and an increase in the allowable Floor Area Ratio.

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

The surrounding area is mostly developed, and the proposed zoning and land use is consistent and compatible with the neighborhood and Comprehensive Plan. An existing 80 room 4-story hotel exists to the south with commercial uses further south along Annie Glidden Road. Single-family residential exists to the west and northwest. A park exists to the north and open space to the east across South Annie Glidden Road. A buffer area exists on the west side of the site that will contain additional landscaping beyond the UDO requirements along with an eight-foot-high privacy fence in order to screen the adjacent residential area. The proposed rezoning should not have a detrimental effect on the adjacent properties or land uses. The applicant provided a home sales analysis for the adjacent Knolls Subdivision indicating there has been an increase in home values since the construction of the adjacent Hampton Inn in 2014.
4. The proposed rezoning constitutes an expansion of an existing zoning district that, due to the lack of undeveloped land, can no longer meet the demand for the intended land uses.

The subject property is proposed for "PD-C" Planned Development - Commercial zoning. The "PD-C" District will allow the property to be used for uses that will be compatible with the surrounding area and consistent with the Comprehensive Plan recommendations.

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

Existing utilities surround the subject site. An engineering plan including a stormwater management plan has been submitted and reviewed by the City Engineer and meets the applicable City Code requirements. Access will be provided off Knolls Avenue South, which has direct access to South Annie Glidden Road. The traffic study was conducted, which concluded that a traffic signal is not warranted at the intersection of South Annie Glidden Road and Knolls Avenue South with the existing and projected traffic volumes. The capacity analysis in the traffic study showed that all the critical movements at the South Annie Glidden Road and Knolls Avenue South intersection are projected to operate at a good level of service under the existing stop sign control. The study also noted no other improvements are required along Knolls Avenue South (except for changes to the landscaping to improve visibility) to accommodate the proposed access drive and the development generated traffic. The engineering plan indicates a right turn only lane as one exists the site going onto Knolls Avenue South with a "No Left Turn" sign being placed at the exit, so hotel patrons do not go through the residential subdivision to the west.

STANDARDS FOR PLANNED DEVELOPMENT

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

1. Inadequate or unsafe access to the planned development.

Access will be provided off Knolls Avenue South, through an existing cut in the landscape island. The landscaping in the island will be removed and new low growing plantings will be installed, which will improve the visibility for motorists. A left-turn lane will also be added to the island for improved safety as motorist enter the site. A connection directly to South Annie Glidden Road or the existing Hampton Inn would be unsafe for motorists, would have several engineering challenges and is not called for in the Comprehensive Plan.
2. Traffic volumes exceeding the anticipated capacity of the proposed major street network in the vicinity.

A traffic study was conducted in March 2018. The study concluded that a traffic signal is not warranted at the intersection of South Annie Glidden Road and Knolls Avenue South with the existing and projected traffic volumes. The capacity analysis in the study showed that all the critical movements at the South Annie Glidden Road and Knolls Avenue South intersection are projected to operate at a good level of service under the existing stop sign control. The study also noted no other improvements are required along Knolls Avenue South (except for changes to the landscaping to improve visibility) to accommodate the proposed access drive and the development-generated traffic.

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

The DeKalb Park District, DeKalb School District #428 and the City of DeKalb Police and Fire Departments have all reviewed the plans. The DeKalb Fire Department approves of the plan and the Police Department has indicted there is little demand for service regarding the adjacent Hampton Inn that is criminal in nature. The DeKalb Park District commented on the need to provide more native plantings around the proposed detention area and to provide a means of access to their property south of the subject site, which the applicant has or will address. The Park District did not indicate any concerns with the hotel’s proximity to the adjacent Mason Park/Larson Lake to the north or to their property to the south. The DeKalb School District was notified requesting their bus schedule related to left turns from Knolls Avenue South onto northbound Annie Glidden Road. The transportation company, First Student, for the School District indicated there were very few complaints from bus drivers regarding this intersection and the wait times are no different than many other unsignalized intersections in the City. The data from the traffic study indicated two left turns by buses in the morning onto South Annie Glidden Road with wait times of 15 and six seconds. The engineering plan indicates a right turn only lane as one exists the site going onto Knolls Avenue South with a “No Left Turn” sign being placed at the exit, so hotel patrons do not go through the residential subdivision to the west.

There is an identified need for a mid to higher tier extended stay hotel in DeKalb. The proposed hotel project will have positive impact on the community regarding property taxes, hotel/motel taxes and providing a place for visitors to stay. Property taxes that will be generated from the hotel are estimated to be over $200,000 per year. In addition, the proposed hotel is estimated to generate $140,000 to $150,000 per year in Hotel/Motel Taxes.

4. A development which will be incompatible with the intent and purposes of this Ordinance.
The Applicant is requesting Planned Development Zoning, which allows the City to approve regulations that will control the zoning, development and maintenance, operations and other property improvement related issues. The Planned Development offers the City more control over the project and its future development (e.g. site layout and architectural control). In addition, restrictions on the maximum length of stays at the hotel can be regulated through the Planned Development procedure. Waivers to the UDO are requested for a 50-foot buffer area to the west and the building height, which are justified based upon the physical characteristics of the site.

5. Detrimental impact on surrounding area including, but not limited to, visual pollution.

The surrounding area is already fully developed, and the proposed zoning and land use is consistent and compatible with the neighborhood and Comprehensive Plan. The proposed rezoning should not have a detrimental effect on the adjacent properties or land uses. A landscape plan and building renderings were submitted that meet the requirements in the UDO and approval of the Planning and Zoning Commission.

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

Section 1. The recitals set forth in the preamble are hereby incorporated herein by reference and made a part of this Ordinance.

Section 2. This Ordinance is limited and restricted to the Subject Property legally described as follows:

   Lot 302 in the Knolls at Prairie Creek, P.U.D. Phase 5, a Planned Unit Development in part of the Southeast 1/4 of Section 21, Township 40 North, Range 4, East of the Third Principal Meridian, in the City of DeKalb, according to the Plat thereof recorded April 12, 1996, as document No. 96005401, in Plat Book "Z," Page 144, in the City of DeKalb, DeKalb County, Illinois.

Section 3. A Zoning Map Amendment from the "LC" Light Commercial District to the "PD-C" Planned Development - Commercial District and approval of a Planned Development Plan for a 4-story, 90 room hotel is hereby granted for the Subject Property.

Section 4. The City Council of the City of DeKalb hereby approves of the Planned Development Agreement attached hereto as Exhibit A ("the Agreement"), and authorizes and directs the Mayor of the City of DeKalb to execute the Agreement, subject to such changes as shall be acceptable to him with the recommendation of City Staff. The approvals, conditions, and restrictions in the Agreement are incorporated into and made a part of this Ordinance.
Section 5. PD-C Planned Development Commercial Standards: The provisions and restrictions related to the permitted use and other development and maintenance standards as described in the Agreement are hereby approved.

Section 6. Approved Plans: The "Plans" attached as "Group Exhibit B" to the Agreement are hereby approved subject to revisions acceptable to the Community Development Director or designee, in accordance with the staff report dated August 3, 2018 and August 8, 2018 from the City of DeKalb, all provisions and requirements of this approval, the findings of fact and the Agreement. Approval of the "Final Plans" shall be in accordance with the governing provisions of the Agreement.

Section 7. Should any provision of this Ordinance be declared invalid by a court of competent jurisdiction, the remaining provisions will remain in full force and affect the same as if the invalid provision had not been a part of this Ordinance.

Section 8. That all provisions of the Unified Development Ordinance shall remain in full force and effect and this Ordinance shall take effect upon its passage and approval according to Law. The City Clerk or designee shall record a copy of this Ordinance included herein after execution of this Ordinance.


ATTEST:

LYNN A. FAZEKAS, City Clerk

JERRY SMITH, Mayor
EXHIBIT A

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

HOME 2 SUITES
PLANNED DEVELOPMENT AGREEMENT
CITY OF DEKALB
This Planned Development Agreement (the "Agreement") is made and entered the 3rd day of October, 2018 by and among the City of DeKalb, an Illinois municipal corporation located in DeKalb County, Illinois, (the "City"), and Northern Illinois Hotels, LLC (the “Owner”). The City and the Owner are collectively referred to as “Parties” and individually referred to as a “Party.”

RECITALS

A. The Owner is the contract purchaser of record of approximately 2.9 contiguous acres of real property situated at the southwest intersection of South Annie Glidden Road and Knolls Ave. S. in the City of DeKalb, DeKalb County, Illinois, which property is legally described on Exhibit A attached hereto and incorporated herein by reference as the “Property”.

B. The Property is presently unimproved. The Property is proposed to be developed in accordance with the plans attached hereto as Group Exhibit B ("the Plans"), except as such plans are required to be modified under the terms of this Agreement, to include the construction of a 90 room hotel, the construction of the parking lot depicted in the Plans, and similar improvements.

C. The Parties acknowledge that the configuration and use of the property creates unique planning and development impacts for the City of DeKalb, and that thus the only way of accommodating the proposed development would be to utilize Planned Development-Commercial ("PD-C") zoning. The Parties further acknowledge that use of PD-C zoning requires a development agreement to provide definition of the terms and requirements of the zoning district, and that this Agreement has been entered into to provide such definition. Based upon the size of the Property and nature of the proposed development, the Property cannot comply with any existing zoning designation but for a PD-C designation.

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

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

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

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

I. The Corporate Authorities have duly considered all necessary matters to enter into this Agreement, have considered the recommendations of the City’s 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 authorized the Mayor to execute, and the City Clerk to attest, this Agreement on behalf of the City.

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

ARTICLE I: INCORPORATION OF RECITALS

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

ARTICLE II: ZONING OF THE PROPERTY

A. Zoning and Density Restrictions:

By virtue of the approval of this Agreement, the Property is hereby rezoned to Planned Development – Commercial zoning (PD-C). The Property is approved for the construction of a ninety (90) room commercial hotel structure in compliance with the plans attached hereto as Group Exhibit B. No further expansion, subdivision or modification of the Property to permit more than 90 hotel rooms shall be permitted.

B. Permitted Uses:

The uses permitted shall be exclusively use of the Property as a commercial hotel. The permitted use shall include a permanent requirement that the Property be maintained as a hotel and that all guests and occupants thereof remain eligible for treatment as hotel guests pursuant to City Code and Illinois law, namely that no person shall become a “permanent resident” as presently defined in City Code Section 55.01 (i.e. no person shall occupy any room for a period of thirty (30) consecutive days or more). The Parties acknowledge that through the zoning review process, the City has determined, and Owner agrees, that the Property is suitable for short-term (less than 30 day) hotel stays, but acknowledge that the public service demands, parking demands and other characteristics of use change dramatically once stays of 30 days or more are permitted or once permanent residents start to reside at the Property. The Parties expressly acknowledge that the zoning process and the agreed upon terms of this Agreement contemplate and approve only of hotel use for periods shorter than 30 days and that other use, including other forms of residential use, apartment use, residential rental property use, long-term hotel use, hotel stays longer than 30 days or any other use whatsoever whether residential, commercial or otherwise, is expressly prohibited.

Uses incidental to the permitted hotel use as described above shall be permitted where authorized by this Agreement or where approved by the Community Development Director or designee in writing, including commercial use of conference rooms for meetings and conferences, service of food or beverage to hotel patrons and similar commercial use incidental to the hotel.
C. **Prohibited Uses:**

As per Section II(B), there shall be one permitted use for the Property and all other uses shall be expressly prohibited.

D. **Special Uses:**

As per Section II(B), there are no special uses for the Property, other than the approval of this PD-C zoning as restricted herein.

E. **Parking Provisions:**

The Property shall be improved with the construction of not fewer than 98 parking spaces as per the Plans. The parking area shall be maintained in good condition in accordance with the terms and conditions of this Agreement and the City Code of Ordinances. At no time shall Owner permit any inoperable motor vehicle, as defined under then-current City Code, to be present within or parked within the Property.

F. **Permitted Outdoor Storage:**

Outdoor dumpsters and similar rubbish disposal facilities shall be permitted on the Property, provided that all such facilities shall be completely screened from view with a fence constructed of masonry as contemplated by the Plans. Any proposed expansion or alteration of the outdoor rubbish disposal facilities and their related landscaping/screening shall be subject to prior review and approval by the Community Development Director to confirm compliance with this section. No other outdoor storage shall be permitted, and no storage of dumpsters or garbage or recycling containers shall be permitted outside of the walled garbage enclosure. The outdoor trash facilities shall be constructed to match the Plans or as otherwise approved by the Community Development Director. Once constructed, the trash facilities shall be maintained at all times in good repair, and the Owner shall take all steps as shall be required to ensure that the main entry gates to the trash facilities are kept closed at all times when the facilities are not actively being serviced by a garbage truck. Owner shall be prohibited from maintaining any outdoor garbage facility outside of the garbage enclosure. Other than a below-grade, self-contained grease collection facility or a grease collection facility entirely enclosed within the structure on the Property, no grease trap or grease receptacle shall be permitted outside of the garbage enclosure on the Property.

G. **Setbacks and Building Lines:**

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

1. Article 5.13 and 6.02 to allow an increase in the building height from 45 feet to 55 feet as shown on the Exterior Elevations (sheet A5.02) dated 8/23/18 prepared by David L. Jenkins & Associates to accommodate the architectural details shown in the plans, inclusive of a parapet wall to provide screening for building mechanical systems.

2. Article 5.13.07(6) to allow a driveway access and two parking spaces in the 50-foot buffer area along the west property line as shown on the Engineering Plans dated 8/8/18 prepared by Wendler Engineering and the Landscape Plans dated 8/23/18 prepared by Site To Place, Inc.
H. Design and Appearance Provisions:

The Owner shall design, install and/or construct all signage, landscaping, lighting and improvements in conformance with the Plans. The final architecture of the building shall be required to comply with the Architectural Standards attached hereto as Exhibit E.

Following the installation of such materials, the Owner shall maintain such materials (including the exterior of the building, landscaping, parking areas and other portions of the Property) in good condition and shall take appropriate actions necessary to prevent the deterioration of the Property or its appearance, excepting ordinary wear and tear that does not violate applicable property maintenance codes. The failure to maintain the building façade, architectural improvements, landscaping or other aesthetic components of the Property that are either described herein or contemplated in the Plans shall constitute a violation of the zoning authorization provided under the PD-C designation contemplated herein.

I. Revisions to Plans:

Approval of this Agreement shall constitute conditional approval of the following described plans, subject to modification in accordance with the terms of this Agreement:

- Color Exterior Building Elevations (4 sheets) and Exterior Elevations (sheet A5.02) dated 8/3/18 prepared by David L. Jenkins & Associates
- Engineering Plans (9 Sheets) dated 8/23/18 prepared by Wendler Engineering
- Landscape Plans (6 sheets) dated 8/7/18 prepared by Site To Place, Inc.
- Photometric Plan (2 sheets) dated 5/18/18 prepared by Legacy Designs, Inc.
- Ground Sign Plans dated 8/28/18 and 8/30/18 prepared by Hilton and Site to Place, Inc.

All such plans shall be revised to fully comply with the following requirements:

1. All staff comments in the letter dated July 12, 2018 including comments from WBK Engineering in their letter dated August 6, 2018.

2. The architectural elevations should be revised to have more earth-tone colors for the EIFS and the green vertical band on the east elevation.

3. The developer shall cover the cost for a new subdivision entrance sign for The Knolls at Prairie Creek entrance at the intersection of Knolls Ave. S. and S. Annie Glidden Road.

4. Access for the DeKalb Park District to access their property to the south shall be provided by the developer in an easement or separate agreement.

5. Any conditions of approval as directed by the City Council of the City of DeKalb shall be complied with in the final plans for the Property.

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 as more fully described below. If such plans do not comply with the terms of this Agreement, the Community Development Director shall determine whether the plans shall be processed as a Minor Amendment or Major Amendment as provided below. The determination as to whether such plans require a Minor Amendment or Major Amendment shall be in the sole and exclusive
discretion of the Community Development Director. Any reference to “Plans” as contained herein shall be interpreted to refer to the final plans approved by the City as being in compliance with the terms and conditions of this Agreement, and shall be read to reflect the last date of revision of the City-approved plans.

1. Minor Amendments: In the event that, following approval of this agreement and prior to the issuance of a temporary or 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 review and consideration of approval by the City Council. If a change is processed as a minor change and is subject to staff review, any condition or denial imposed during the staff review may be appealed to the City Council by Owner’s request to have the same be considered a major amendment.

2. Major Amendments: Review and approval/denial of any such requested changes proposed by the Owner shall be reviewed by the Community Development Director to determine whether such changes constitute a major or minor change. Any proposed change treated as a major amendment to the proposed development shall require a public hearing before the City’s Planning and Zoning Commission along with its review and recommendation, and City Council review and approval/denial. Application packet submittal requirements for a major amendment shall be as determined by the Community Development Director.

J. Rezoning of Property:

The Parties agree that, for a period of forty (40) years from the date of execution 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 and OWNER without regard to statutory or common law zoning requisites and the agreement of the CITY and the OWNER to an amendment of this Agreement on terms and conditions mutually acceptable to the CITY and 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. The Parties further agree that in the event the Owner seeks a rezoning or alteration of the zoning standards applicable to the Property, any provisions in the UDO contemplating a defined time period for review, comment or approval of a zoning application shall be deemed waived. Following that initial forty-year term, the Property may be rezoned in accordance with the then-current practices and procedures applicable to rezoning requests. The expiration of the 40 year term shall not affect the continuing validity of this zoning designation.

ARTICLE III: DEVELOPMENT AND MAINTENANCE OF THE PROPERTY:

A. Owner’s Responsibility to Maintain:

The Owner shall be responsible for the maintenance and care of any and all common areas, parking lots or other improvements within the Property and for maintaining all buildings on the Property in accordance with all City Building, Zoning and Property Maintenance Codes, and in accordance with the terms set forth in this Agreement. The Owner shall assume full responsibility for ensuring the property's compliance with the applicable codes and requirements. The Owner shall also be responsible
for construction of all new improvements, pathways and amenities as depicted in the Plans.

Owner shall also be responsible for maintenance of all on-site landscaping and improvements. More specifically (although without limitation), the Owner acknowledges that the composite fencing and landscaping proposed to be installed at the western side of the Property as a buffer between the Property and adjacent residential uses shall be maintained at all times in good condition. Any landscaping, plant materials or trees within such buffer area that die or which are not in good condition shall be replaced as soon as practical with new and good condition materials of a size reasonably acceptable to the City so as to maintain the efficacy of the buffer zone.

Further, the Parties acknowledge that the Owner is, as a condition of approval, removing certain landscaping materials off-site, in the Knolls Ave. S. right of way islands, and replacing those landscaping materials with low-growing plantings in order to afford better visibility for traffic entering and exiting the Property. As a condition of approval, Owner agrees and acknowledges that for the term of this Agreement and at all times that the PD-C zoning is in place, Owner shall maintain (and replace as necessary to maintain its appearance) the aforementioned Knolls Ave. S. right of way islands at its sole cost and expense.

In addition, Owner agrees, at its sole cost and expense, to replace the current subdivision monumentation sign for the adjacent Knolls subdivision, in a format and of a configuration mutually acceptable to the Parties. In the event that the Parties are unable to reach agreement on the design and configuration of the monumentation prior to the commencement of vertical construction of the hotel on the Property by the date on which Owner commences construction of the foundation on the Property, then Owner shall, in lieu of replacing the signage, make a one-time contribution up to $1,500.00 to the City of DeKalb, which contribution the City may use to replace the signage. In the event that a monument signage plan is approved, Owner shall post a cash escrow equivalent to the engineer's estimate of probable cost for said sign, which escrow shall be maintained pending installation and acceptance of the sign. Installation shall be completed within six (6) months of the date on which Owner commences construction of the foundation of the Property, and failing the same, the City may install the same at Owner's expense, and may apply the escrow towards the cost of such costs. Should the escrow not cover all costs of manufacturing and installation of the sign, Owner shall reimburse the City for any excess immediately upon demand, and prior to the issuance of any permanent certificate of occupancy.

B. Backup Special Service Area:

OWNER and its successors, assignees and grantees, shall not object to and agree to cooperate with the CITY in establishing a special service area ("SSA") after Closing, for the Property, to be utilized as a backup mechanism for the care and maintenance of the Common Facilities, which include but are not limited to, lighting, parking lots, paved areas, drains, valves and related appurtenances, landscaped areas, bike/pedestrian paths, racks, property monumentation, signage, rubbish disposal facility enclosures, open space and any other common areas of the Property.

Owner shall have the primary responsibility of providing for the regular care, maintenance, renewal and replacement of the Common Facilities including, without limitation, the mowing and fertilizing of grass, removal of debris or garbage, pruning and trimming of trees and bushes, lighting, sidewalks, removal and replacement of diseased or dead landscape materials, installation or maintenance of detention/retention basins, property monumentation and signage, maintenance of waterways, valves and related appurtenances, landscaping, maintenance of all private curbs and roadways, driveways and drive aisles, and the repair and replacement of signs, so as to keep the same in a clean, slightly and first class condition (the "Common Facilities Maintenance"). Common Facilities Maintenance shall be limited to the maintenance and upkeep of existing improvements, improvements described herein, and any then-
current improvements at the time of performing maintenance.

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

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

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

C. Environmental:

Prior to the start of any grading or development work on the Property, the OWNER shall provide documentation, in form and content acceptable to the City (and additionally acceptable to DeKalb County if DeKalb County requests any such documentation), indicating that there are no pending IEPA investigations or environmental contamination issues with the Property. In addition, the Parties acknowledge that Owner is, by virtue of its construction, infringing upon delineated floodplain. Within such areas, the approved Plans contemplate the installation of native plantings, with specified varietals and standards. Owner agrees that at all times after approval of this Agreement, it shall maintain the aforesaid areas as native plantings in accordance with the approved Plans, and shall engage in such horticultural activity as shall be required to maintain the same in good and attractive condition.

D. Security for Public Improvements:

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

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

Upon completion of public improvements and acceptance by the City, the Owner shall provide a signed bill of sale for any items of personal property to be transferred to the City, and shall execute all documentation customarily required by the City to denote acceptance and transfer of ownership. Owner shall be responsible for the repair of any damage caused to public rights of way during the course of construction, including but not limited to that portion of Knolls Ave. S. between the Property and Annie Glidden Road. Owner agrees and acknowledges that it shall take all steps necessary to require that all construction and employee traffic from the Property exit to the east, using Knolls Ave. S. to directly access Annie Glidden Road, and that under no circumstances shall any construction traffic, truck traffic, or employee traffic exit to the west or traverse the Knolls subdivision. Prior to the acceptance of the streets by the CITY, the streets shall be in a condition acceptable to the CITY and completed with the final lift of asphalt, and all punchlist items previously identified by the City shall be satisfied. Upon acceptance of any public improvement by the City as described above, OWNER shall be entitled to a corresponding release or reduction of any Subdivision Performance Bond or Letter of Credit. For an 18 month period following acceptance of any public improvement, the Owner shall guarantee the workmanship of any public improvements constructed, and shall be responsible for the performance of any repairs or remediation required on such public improvements, as reasonably determined by the City Engineer, to return them to a condition in which they would be appropriate for initial acceptance by the City, including the repair of any ordinary wear and tear on the aforesaid improvements or the repair of any broken or damaged improvements. To secure the performance of this obligation, the Owner shall provide a Maintenance Bond which shall remain in place for an 18 month period from date of acceptance by the CITY. Said maintenance bond shall be equivalent to twenty percent (20%) of the value of the improvement constructed, and shall be in the form of a cash escrow, letter of credit, or other security acceptable in form and content to the City.

F. Stop Work Orders:

The City shall issue stop orders as necessary to insure development occurs as required by this Agreement and City Ordinances. Unless issued in case of emergency, said stop orders shall be preceded by reasonable notice (not less than three days) and opportunity to comply. In the event that the Owner fails to meet any deadline imposed under the terms of this Agreement or otherwise violates any provision of this Agreement, the City may issue stop work orders for any work at the Property, pending either the posting of a security acceptable to the City to guarantee the completion of all work required, or the entry of the Parties into an amendment to this Agreement.

G. Compliance with City Ordinances and Applicable Regulations:

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

H. Site Control:
OWNER acknowledges that, depending on weather conditions, construction traffic entering and leaving a construction site creates debris, especially dirt, dust, and mud clots on streets and roadways adjacent to the construction site. OWNER agrees that it shall inspect and clean the streets and roadways adjacent to and within 1,000 feet of the entrance to OWNER’S construction site, and take measures to control dust as needed daily while construction is occurring on said site. OWNER further agrees to periodically mow weeds, pick up trash and debris and repair and replace soil erosion control fencing so as to comply with applicable ordinances of the CITY, all of which activities may be contracted to its development trades and contractors. Owner shall also patch or repair damage to any roadway, path, driveway, sidewalk or other similar improvement which may be damaged during the course of Owner’s construction or maintenance activities. As security for such obligations, and as a condition of the issuance of any permits, OWNER agrees to deposit with the CITY the sum of three thousand ($3,000.00) dollars (“Site Control Escrow”). In the event OWNER fails to clean the streets, mow weeds, pick-up debris otherwise maintain the site as required, or fails to patch or repair any street, path, roadway or sidewalk damaged through OWNER’S activities on site 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 there from by the CITY, so as to maintain the same at a three thousand ($3,000.00) 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.

In addition, Owner shall be required to conduct a preconstruction meeting with the City prior to commencing any activities on the Property. At the time of such meeting, Owner shall provide a draft construction plan for review and approval by the Community Development Director. Owner shall include information on the plan including the location and utility services for any construction trailers, location and configuration of any temporary gravel parking areas, location of any temporary entrances or curb cuts, location of any gravel or material stockpiling, storage areas for construction materials, location and configuration of construction fencing, and related construction details. Owner shall not be entitled to commence construction on the Property until the construction plan is approved by the Director. The Parties acknowledge that because of the proximity of the Property to adjacent residential uses, all efforts shall be undertaken by Owner to mitigate the impact of the construction on those properties. The Owner shall also phase construction so as to permit the installation of buffering berms and landscape materials at the earliest reasonable opportunity.

I. Building Codes:
In constructing improvements and conducting renovation on the Property, the Owner shall comply with all then-current building codes of the City of DeKalb or any other agency having jurisdiction over the Property. At the time of any future amendments or modifications of the building or the Property, the Owner shall comply with the then-current code requirements of the City.
J. Fire Suppression / Alarm:

The Owner shall install and maintain as such fire suppression and alarm system required by applicable codes as determined by the Fire Chief or designee, and shall, except during reasonable periods of maintenance, thereafter keep such systems in service, operational and in good repair.

ARTICLE IV: INFRASTRUCTURE:

A. Water Mains and Potable Water Supply:

Owner shall have the right to connect to and use the City’s potable water system and mains upon payment of those capital, tap-on and user fees required by the then-current City ordinance or resolution. Tap-on / connection and capital fees shall be due at the time of building permit application. Said fees may be changed by the City from time to time in the City’s sole and absolute discretion, and Owner agrees to pay the amount as required by the City at the time such payment is due. The Owner shall be responsible for constructing all on-site and off-site improvements necessary to connect to the Property and any development on the Property to the presently existing water mains and potable water supply of the City. The Owner shall be exclusively responsible for the payment of all costs, expenses and charges associated with the design, construction and permitting of such improvements, including but not limited to any security required under this Agreement or applicable law, any permits required by the City, the Illinois Environmental Protection Agency or any other agency having jurisdiction, or any other costs whatsoever. At any time that Owner replaces any water mains on the Property at any point in the future, all water mains replaced shall be replaced with a water main of a size and configuration acceptable to the City.

B. Road Improvements:

Prior to commencing any work within any public right of way or any work that alters the access point(s) for the Property, Owner shall have first obtained the approval of the City, as well as any required permits or permissions. No certificate of occupancy shall be granted until all access points and work within the public right of way (including sidewalk modifications) are completed, inspected and accepted by the City. Neither the approval of this Agreement nor the approval of final Plans shall be deemed to constitute permit issuance.

C. Sanitary Sewers:

Owner shall be responsible for taking all actions and paying all fees as required by the Kishwaukee Water Reclamation District in order to provide for the construction of a permitted connection to the District’s wastewater collection infrastructure.

D. Utility Connections:

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

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

ARTICLE VI: PROPERTY RELATED PROVISIONS:

Owner shall comply with the following restrictions which shall be deemed to be applicable to the entire Building and Property, as a condition of this Agreement and the incentives included herein, and as a component of the zoning relief granted herein.

1) Owner shall collaborate with the City on the location and installation of fiber optic cables on the Property, in such locations as the City shall reasonably request, to permit service of the Property or other properties by fiber optic connections. Where and if Owner is installing fiber optic service within the Building, Owner shall install additional fiber optic cables for use by the City in providing public wireless internet access and/or security cameras as described herein, at the cost and expense of the City, upon request (and Owner shall reasonably collaborate with the City on such routing). Where Owner is running fiber optic cables on the Property or permitting others to cross the Property with such cables, Owner shall provide the City an opportunity to provide its own cables to be installed in the same location, at the cost and expense of the City.

2) Owner shall, upon request of the City, provide the City with access to the property and a source of 120v power and an internet connection in a convenient location, to provide power for the installation of public security cameras viewing exterior areas of the Property or public areas surrounding the Property. Installation and maintenance of City-owned cameras shall be at the City’s expense (provided that Owner shall provide power and internet access). Such cameras shall be for use in viewing exterior common areas of the Property (and surrounding public or private outdoor areas) only.

3) Owner shall grant the City such public access and/or public utility easements as shall be reasonably requested by the City at the time of final plan approval.

4) Owner shall provide building lighting and street lighting on the Property based upon a consistent standard adopted at the time of final plan approval, acceptable to Owner and the City, and shall thereafter maintain lights in such locations in compliance with the adopted standards. Owner agrees that at any point during the term of this Agreement, upon request from the City, it shall install supplemental shields and/or redirect lighting on the Property to mitigate any light pollution emanating from the Property and affecting nearby residential properties.

ARTICLE VII: FEES AND CONTRIBUTIONS:

A. Specified Fees:

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

The Parties further agree that monumentation signage fee contained within this Agreement is specifically and uniquely attributable to the development of the Property and that the OWNER participated in the calculation and reconciliation of said fee, 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 fee, nor shall OWNER pay any such fee under protest. The Parties acknowledge that there are no impact fees or land dedications due by virtue of the development of the Property (other than with regard to easements and rights of way contemplated by the approved Plans). Notwithstanding the foregoing, OWNER or the subsequent owners or developers of any portion of the Property shall be responsible for payment of all future fees, charges and assessments relating to their use or modification of the property, including but not limited to building permit fees for remodeling of any structure on the development, and similar charges or fees.

C. Owner Responsibility for Costs:

Owner agrees and acknowledges that, as a result of the preparation of this Agreement and related documents, and as a result of the ongoing commitment of resources by the City that is caused as a direct result of this Agreement, the process of creating this Agreement, and the Development that is to be constructed under the terms of this Agreement, the City may incur substantial expenses at the request of Owner, and the Owner may become responsible for substantial charges and fees in order to perform its obligations under this Agreement. The Parties acknowledge that this subsection VII(C) does not, itself, impose any new or separate fees or charges, but only relates to other fees that may come due during ownership or development of the Property by virtue of generally applicable City Codes. Owner acknowledges that assignment or transfer of any interest in any property subject to this Agreement can increase the complexity of recovering those costs for the City and, in order to induce the City to enter into this Agreement, Owner agrees as follows:

1. Prior to the sale, assignment, lease or other transfer of any portion or portions of the Property, Owner shall provide not less than thirty (30) days notice to the City that such transfer is contemplated. Transfers among or between family members related by blood or marriage, or between trusts, corporations, partnerships or limited liability companies which are entirely owned or controlled by family members related by blood or marriage, shall not be construed as transfers giving rise to a potential obligation under this subsection.

2. Within fifteen (15) days of the receipt of such notice, the City shall provide Owner with a calculation of the total amount believed to be outstanding as costs for which Owner is responsible.

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

4. At any time within ninety (90) days following consummation of such a transfer, the City shall provide final calculations of the total amount due from Owner and Owner shall pay all such amounts within thirty days of the City providing such notice.

5. In the event of a failure of Owner to comply with this subsection, Owner, along with the interest holder to which an interest in the property subject to this Agreement was transferred, shall be jointly and severally liable to the City for all such amounts described above, plus attorneys’ fees, court costs, other collection costs, and interest at a rate not to exceed eight (8%) percent per annum, until such amount, including costs and interest, is
paid in full.

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

Owner further acknowledges that, at any point, if Owner fails to make a payment requested by the City within thirty (30) days of such request, or such additional time as the City shall agree to provide (with any such extension being acknowledged by the City in writing), the City may unilaterally choose to implement any or all of the following remedies until such point in time as Owner has paid all amounts due and/or restored any escrow accounts maintained by the Owner by virtue of this Agreement:

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

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

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

4. Institution of appropriate legal action to recover any and all amounts due, in which case the City will be entitled to attorneys’ fees, court costs, other collection costs, and interest at a rate of eight (8%) percent per annum, until such amount, including costs and interest, is paid in full.

5. Cessation of any or all work on or pertaining to the Property by City staff, employees or consultants.

ARTICLE VIII: OPERATION OF THE PROPERTY:

A. Acknowledgment of Application of Operational Standards:

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

B. Operation and Lease Provisions:

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

1) Owner shall comply with the City’s then-current ordinances applicable to the licensure and operation of hotels. Owner shall pay all licensure fees required by City Code, and shall comply with all inspection protocols in their then-current form. Owner agrees and acknowledges that the City’s grant of the zoning and other approvals contemplated herein is expressly conditioned upon Owner’s full compliance with the City’s hotel licensure and inspection protocol, as the Parties agree and acknowledge that such protocol is
narrowly tailored to addressing the public safety concerns and impact upon public health, safety, welfare and morals that may otherwise arise out of the improvement of the Property.

2) Owner shall designate an individual as the Hotel Manager. Said Manager shall provide the City with a 24 hour emergency contact cellular telephone number and shall be available to respond to any public safety or other emergencies at the Property at any time, and shall respond upon request of the City. The Manager shall have authority to grant access to any portion of the Property, upon the request of the City’s Fire Department or Police Department, at any time, with the exception of guest rooms that are then presently rented to an occupant (as provided by law). The Manager shall be the Owner’s designee and shall be legally responsible for any citations issued to the Property for violation of any City Ordinance, including but not limited to property maintenance violations. At any time that the Property is occupied and the Manager is unavailable, Owner shall provide the City with a supplemental responsible party who shall be available and who shall be accessible at a 24-hour emergency contact cellular telephone number.

Owner agrees and acknowledges that it believes each of the foregoing conditions are fully in accordance with all applicable superior governmental mandates, and that it intends to enforce such requirements based upon current law.

C. Public Safety Regulations: Trespass/Patrol Agreement:

The Parties shall keep in place at all times a No-Trespass Enforcement Agreement, in the then-current format utilized by the City of DeKalb (with such agreement currently being in the form attached hereto as Exhibit C), and shall cooperate at all times with regard to the enforcement of such Agreements. Further, and without regard to the content of such Agreements for exterior common areas of the Property, and shall authorize and request the routine patrol of such areas by the City of DeKalb Police Department or other sworn officers, based upon the availability of resources for such details. Additionally, the Owner shall grant the City access to interior common areas of the Property upon request, in response to a complaint or in response to or in investigation of a possible crime.

Owner shall also make itself and its management representative available for meetings with the City on a periodic basis (or as otherwise requested by the City) for the purpose of reviewing security plans, trespass enforcement lists or similar issues.

D. Knox Boxes:

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, and shall ensure that such systems are available for use and operational at all times.

E. Commercial Building Inspection:

Given the density of development contemplated for the Property, the Owner agrees that it shall coordinate and permit an annual inspection of the entirety of the Property by such personnel as the City shall designate, shall thereafter promptly remediate any violations observed during such inspections, and shall permit reinspection to confirm that all violations have been corrected. The Owner shall also grant consent to the City to inspect the Property on not less than 48 hours notice (unless a shorter time period is otherwise required by City Code) at any time the City receives a complaint from any third party regarding an alleged violation of applicable codes or regulations, or at any time where required under City Code. Owner or a representative shall be entitled to be present at any such inspection. Inspections pursuant to this consent may be conducted by any City personnel, including Police Department, Building, Public Works, or Fire Department staff, City Manager or other staff authorized by the City Manager, for
purposes of determining compliance with the provisions of City Code, or for purposes of determining compliance with any other applicable code or regulation. The consent for inspection shall extend to any portion of the premises. The Owner shall procure and reserve all required permissions and consents for such inspections from any occupants of the Property. The Owner shall pay all fees associated with any generally applicable current or future inspection or registration program utilized by the City for commercial properties. Nothing contained in this subsection VIII(F) shall constitute consent to search guest rooms that are then presently rented to an occupant in violation of applicable laws.

F. Common Area Surveillance:

The Parties acknowledge that the Owner maintains or prospectively shall maintain cameras or other equipment utilized to provide video surveillance and security coverage for the parking lot and for exterior common areas of the Property inclusive of entrances to the interior of the Property in a format and in locations acceptable to the Chief of Police or designee. The Owner agrees to provide to the City a connection and inter-link so that the City can remotely monitor such exterior common area surveillance videos from the City Police Department. The Owner shall be responsible for providing and maintaining all technology required to establish an external, static IP address securely accessible by the City with video feed in a format acceptable to the City Police Department (or providing video interlink in another fashion acceptable to the Chief of Police or designee). With regard to such interlink, the Parties agree to mutually indemnify and hold harmless the other party from any claim arising out of the monitoring or failure to monitor such systems. Such interlink shall permit the City to access a digital feed of live data collected on the Property, and shall also allow the City to access data stored in any recording devices installed or maintained by Owner with respect to such surveillance. The Owner and a representative of the City’s Police Department shall meet within thirty days of the date of execution of this Agreement to review the Property and determine mutually acceptable locations for cameras to be utilized in such system to their mutual satisfaction, which agreement shall not be unreasonably withheld or conditioned. All security cameras and security equipment in place on the Property shall be maintained in good and fully-operable condition, acts of God and other reasonable and unforeseeable temporary interruptions excluded. All security cameras shall be equipped with a recording system that permits the retention and review of all footage obtained for a period of not less than fourteen days, and Owner shall provide the City with access to such archive and shall provide copies of any footage retained therein at any time upon request. Nothing contained herein shall be construed to create a duty on the part of the City to monitor such cameras at any time, nor to in any way enhance or alter the City’s patrol or public safety responsibilities relative to the Property or any surrounding property.

G. Conflict with Federal Law and Regulations:

In the event that any provision of this Agreement conflicts with applicable federal laws or regulations, the City and Owner recognize that the federal law shall supersede local regulation to the extent required under federal law. Nothing in this Agreement shall be construed in a fashion that violates any federal statute. Notwithstanding the foregoing, the Owner and City agree and acknowledge that they have reviewed and negotiated the terms of this Agreement with great care and precision, and both agree and covenant that they believe in good faith that the terms hereof are in compliance with all applicable laws. In the event that a federal law supersedes any provision hereof, the Parties agree that they shall negotiate in good faith to approve an amendment to this Agreement that complies with the applicable federal law, and which accomplishes the objective of the term of this Agreement which violates federal law.

ARTICLE IX: MUTUAL ASSISTANCE:

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

ARTICLE X: REMEDIES:

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

In the event of a material breach of this Agreement, the Parties agree that the party alleged to be in breach shall have forty-five (45) days after written notice of said breach to correct the same prior to the non-breaching party's seeking of any remedy provided for herein (provided, however, that said forty-five (45) day period shall be extended if the defaulting party has initiated the cure of said default and is diligently proceeding to cure the same).

If any of the Parties shall fail to perform any of its obligations hereunder, and the party affected by such default shall have given written notice of such default to the defaulting party, and such defaulting party shall have failed to cure such default within forty-five (45) days of such default notice (provided, however, that said forty-five (45) day period shall be extended if the defaulting party has initiated the cure of said default and is diligently proceeding to cure the same), then, in addition to any and all other remedies that may be available, either in law or equity, the party affected by such default shall have the right (but not the obligation) to take such action as in its reasonable discretion and judgment shall be necessary to cure such default.

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

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

The violation of any provision of this Agreement may be deemed by the City to be a violation of the PD-C zoning contemplated herein, which may be prosecuted in the fashion of any other violation of the City's Uniform Development Ordinance, or may be grounds for initiation of a proceeding under Article XII (J) hereof.

ARTICLE XI: TERM:

The Parties acknowledge that this Agreement has been negotiated in furtherance of the designation of the Property with PD-C zoning that authorizes the density, development standard waivers
and approvals contemplated herein. Accordingly, except as otherwise provided herein, it is the intention of the Parties to maintain this Agreement in full force and effect for the full duration of the time that the Property maintains PD-C zoning and, to the fullest extent of the law, the Parties intend that this Agreement not terminate unless and until the Parties agree to amend this Agreement.

In the event that the law requires any lesser term for this Agreement, then this Agreement shall remain in full force and effect for the maximum duration permitted by law, and in the event that any applicable law requires the specification of a duration, such duration shall be not less than forty (40) years.

ARTICLE XII: MISCELLANEOUS:

A. Amendment:

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

B. Severability:

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

C. Entire Agreement:

This Agreement sets forth all agreements, undertakings and covenants between and among the Parties. This Agreement supersedes all prior agreements, negotiations and understandings, written and oral, and is a full integration of the entire agreement of the Parties. In the event of any conflict between two or more components of this Agreement providing standards, guidelines or requirements for OWNER to act upon in or around the Property, construction or related activities for the Property, the more restrictive provision shall apply unless the City agrees otherwise.

D. Successors and Assigns:

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

E. Notices:

Any notice required or permitted by the provisions of this Agreement shall be in writing and sent by certified mail, return receipt requested, or personally delivered, to the Parties at the following addresses, or at such other addresses as the Parties may, by notice, designate:
City Clerk
City of DeKalb
200 South 4th Street
DeKalb, IL 60115
Telephone: 815-748-2095
Fax: 815-748-2089

With copies to:
City Manager
City of DeKalb
200 South Fourth Street
DeKalb, IL 60115
Telephone: 815-748-2060
Fax: 815-748-2359
Email: joellen.charlton@Cityofdekalb.com

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

If to the Owner:
Northern Illinois Hotels, LLC
663 S. Annie Glidden Road
DeKalb, IL 60115

With a Copy To:
Joseph W. Kampman, Esq.
Christopher E. Soukup, Esq.
Ziegler Metzger LLP
1111 Superior Avenue, Suite 1000
Cleveland, OH 44114
Telephone: 216.781.5470
Fax: 217.781.0714
jkampman@zieglermetzger.com
csoukup@zieglermetzger.com

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

F. **Time of Essence:**
   Time is of the essence of this Agreement and of each and every provision hereof.

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

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

H. Exhbits:

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

<table>
<thead>
<tr>
<th>Exhibit</th>
<th>Description</th>
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<tbody>
<tr>
<td>Exhibit A</td>
<td>Legal Description</td>
</tr>
<tr>
<td>Group Exhibit B</td>
<td>Plans</td>
</tr>
<tr>
<td>Exhibit C</td>
<td>No Trespass Agreement</td>
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<tr>
<td>Exhibit D</td>
<td>Traffic Enforcement Agreement</td>
</tr>
<tr>
<td>Exhibit E</td>
<td>Architectural and Design Standards</td>
</tr>
</tbody>
</table>

I. Venue:

Jurisdiction and venue for any dispute arising out of relating to the terms of this Agreement, the zoning or restrictions imposed hereunder, the development of the Property or otherwise relating to the relationship of the Parties and contents hereof shall have its jurisdiction and venue exclusively fixed in the Twenty-Third Judicial Circuit, DeKalb County, Illinois, and the parties expressly and intentionally waive the right to pursue claims in any other jurisdiction or venue.

J. Revocation of Zoning and Termination of Planned Development Agreement:

In the event that the Owner violates the terms of this Agreement, the City shall issue a written notice to Owner. Said notice shall indicate that the City shall terminate the Agreement in accordance with this provision, after affording the Owner an opportunity to present evidence as to why the Agreement has not been violated, in a due process hearing before an officer designated by the City Manager or designee thereof, conducted in the same fashion as a hearing to revoke a Special Use. After the conduct of such hearing, the City shall be authorized and entitled to terminate this Agreement, at which time the Property shall be converted back to its previous status as LC (Light Commercial), and the City shall record a notice of such zoning change against the Property. The Owner and City have devised and agreed to the process contained herein so as to afford the Owner with a due process proceeding and so as to avoid an unlawful zoning reversion. Once the improvements contemplated herein are timely completed, inspected and approved with a final certificate of occupancy in place, the zoning approvals contemplated herein shall no longer be subject to revocation under this Section.
This page left intentionally blank.
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written and, by so executing, each of the Parties warrants that it possesses full right and authority to enter into this Agreement.

CITY:

CITY OF DEKALB, an Illinois Municipal corporation

By: Jerry Smith, Mayor

City Clerk Lynn Fazekas

OWNER: Northern Illinois Hotels, LLC

By: Pramit Patel, Manager

Attest Rich Englund

Page 22 of 30
Exhibit A: Legal Description

The property is legally described as:

LOT 302 IN THE KNOLLS AT PRAIRIE CREEK, P.U.D. PHASE 5, A PLANNED UNIT DEVELOPMENT IN PART OF THE SOUTHEAST ¼ OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF DEKALB, ACCORDING TO THE PLAT THEREOFRecorded April 12, 1996 AS DOCUMENT NO. 96005401, IN PLAT BOOK "Z", PAGE 144, IN THE CITY OF DEKALB, DEKALB COUNTY, ILLINOIS.

PIN: 08-21-452-003
Group Exhibit B: Plans

(Attached)
GROUP EXHIBIT B
CONSTRUCTION PLANS
OF
HOME 2 SUITES
DEKALB, ILLINOIS
NORTHERN ILLINOIS HOTELS, LLC
2018

OWNER
NORTHERN ILLINOIS HOTELS, LLC
583 S. MAIN STREET
DEKALB, IL 60115
630.243.3180

ENGINEER
WENDLER ENGINEERING SERVICES, INC.
1800 MAIN STREET
WINFIELD, IL 60190
630.365.2261

AREA OF SITE
125,147 SQ. FT.
2,875 ACRES

BUILDING INFORMATION
ARCHITECT: COMING
ENGINEER: JD
CONTRACTOR: JD

SURROUNDING ZONING
NORTH: SPR 2
SOUTH: LC
EAST: 100' RVR
WEST: SPR 2

UTILITY NOTE:
THE LOCATION AND SIZE OF UNDERGROUND UTILITIES SHOWN ON THE ATTACHED SHEETS ARE ESTIMATES AND ARE FOR GUIDANCE ONLY. NO GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED, IS MADE OR IMPLIED AND ANY UNPAINTED ERECTIONS OR OTHER ALTERATIONS MADE BEFORE THE UtilITIES AND other sites are shown.
**General Notes**

**Standard Sanitary Sewer Construction Details**

DeKalb, Illinois

<table>
<thead>
<tr>
<th>Sheet</th>
<th>Scale</th>
<th>Title</th>
<th>Drawing No.</th>
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</table>
DeKalb Sanitary District
Pavement Replacement Detail
(See DeKalb Sanitary District Details No. 10)
DeKalb Sanitary District
Pavement Replacement Detail
(See DeKalb Sanitary District Details No. 10)
DeKalb Sanitary District
Detail for Installation of Pipe
Parallel to and Crossing
Under Permanent Surface

DeKalb Sanitary District
Sealite Sewer Saddle Tee Detail
DeKalb Sanitary District
Sealite Sewer Saddle Wye Detail

Standard Sanitary Sewer Construction Details
DeKalb, Illinois
**Notes**


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**TREE PROTECTION FENCING**

1. **EXISTING TREES AND SHRUBS TO BE REMOVED**
   - These plants are not on the property.

2. **EXISTING HOLLIES TO BE REMOVED**

3. **TWO EXISTING HONEY LOCUSTS TO REMOVAL**

4. **TREE PROTECTION FENCING**
   - **EXISTING HOLLIES PROTECTION**
   - **EXISTING HOLLIES PROTECTION**

5. **EXISTING HOLLIES PROTECTION**

---

**SCALE: 1" = 1'-0"**

**PRELIMINARY DRAWING NOT FOR CONSTRUCTION**

---

**EXISTING VEGETATION PRESERVATION AND REMOVALS PLAN**

---

**L-101**
**MATERIAL LIST**

<table>
<thead>
<tr>
<th>Material</th>
<th>Quantity</th>
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</table>

**HOME2 MONUMENT SIGN**

**1-6" (157.2mm)**

**7'-10" (233.6mm) BASE**

Fabricated Aluminum D/F MONUMENT SIGN.

All illuminated signage require the client's electrician to furnish & install a complete photocell & digital clock to allow signs to operate at designated intervals. However, sign shall never operate on a 24/7 basis.
Exhibit C: No Trespass / Patrol Agreement

Common Area Patrol / No-Trespass Enforcement Agreement

Property Address: 575 S. Annie Glidden Road

Commonly Known As: Lot 302, SW corner of Knolls Ave & Annie Glidden Rd

Property Owner: Northern Illinois Hotels Inc

Contact #: 678-592-6119, Premint Patel

Property Manager: Greg Kowalski

Contact #: 847-797-4751

24 Hour Contact #: 678-592-6119

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

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

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

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

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

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

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

Agreed this **3** day of **October**, 20**18**

**Owner or Representative:**

[Signature]

City of DeKalb:

[Signature]
Exhibit D:

Traffic Enforcement Agreement
Exhibit D: Private Property Traffic Enforcement Agreement

AGREEMENT

WHEREAS, Northern Illinois Hotels LLC, its affiliates or subsidiaries (hereinafter collectively "OWNER"), are the owners of a certain commercial facility, or other facility as described in the Illinois Vehicle Code identified below, and named or identified as "Northern Illinois Hotels LLC"; 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 COMPLEX 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 COMPLEX where a question may arise as to whether any particular portion of the COMPLEX 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 COMPLEX:
   A. Erect traffic regulatory signs, parking, including handicapped parking, and all other traffic control signs.
   B. Regulate the turning of vehicles or restrict vehicle types.
   C. Regulate pedestrian crosswalks within parking lots.
   D. Designate one-way traffic lanes.
   E. Establish and regulate loading zones.
   F. Regulate stopping, standing or parking in specified areas of lots.
   G. Designate fire lanes and safety zones.
   H. Provide for removal and storage of vehicles during public emergencies, or of abandoned vehicles, and the payment of reasonable charges therefor.
   I. Provide for cost sharing of planning, installation and maintenance of traffic regulations.
   J. Contract for or provide by ordinance, resolution or other official action of the CITY, reasonable additional rules.

2. That the cost of the planning, installation and maintenance of parking and traffic regulations, markings, signs, striping and painting pursuant to this Agreement, and pursuant to the Development Agreement between the parties and the subdivision control ordinance of the CITY, shall be borne by the OWNER. OWNER shall be responsible for maintaining all traffic control measures and markings within the Property in good condition.
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 COMPLEX 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 3rd day of October, 2018.

CITY OF DEKALB
DEKALB COUNTY, ILLINOIS

By: Jerry Smith

Mayor

Pramit Patel

OWNER

By: 

Pramit Patel

Page 29 of 30
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EXHIBIT E

Architectural Guidelines

Classes of Materials. Materials shall be divided into Class I, Class II, Class III and Class IV categories as follows:

Class I:
brick
natural stone
glass
masonry stucco
copper panels
other comparable or superior materials

Class II:
specialty concrete block such as textured, burnished block or rock faced block
architecturally precast textured concrete panels
exterior insulating finishing system (EIFS)
other comparable or superior materials

Class III
opaque panels
ornamental metal

Class IV:
smooth concrete block
smooth scored concrete block
smooth concrete tip up panels
ceramic
glass block
wood
other comparable or superior materials

Buildings shall incorporate classes of materials in the following manner:

Office and commercial building must use at least two Class I materials and must be composed of a least 50% Class I materials; not more than 50% Class II or Class III and not more than 10% of Class IV.

The use of Class II, III or IV materials shall be distributed throughout the exterior of a building unless the City agrees that materials consolidated on more visible locations provides the most positive architectural appeal to the general public.

A distinctively different color of brick may be considered as a second Class I material. However, minor blended color variations shall not be considered as a separate material.

To be counted as a primary material, the product must comprise at least 5% of the exterior wall.
Building may be constructed primarily of one specific Class I material provided the design is obviously superior to the general intent of this ordinance provides variation in detailing, footprint of the structure or deviations in long wall sections to provide visual interest.

Window trim, flashing accent items and the like, shall not constitute required materials that make up the exterior of a building.

As viewed from ground levels at a variety of locations, all mechanical equipment located on the roof or around the perimeter of a structure shall be screened by a raised parapet or with comparable and compatible with exterior building materials.

A raised parapet or other architectural feature that is an integral part(s) of the building may be required as screening for rooftop mechanical equipment or to soften rooftop views.

Screening for rooftop mechanical equipment shall incorporate similar architectural features of the building and/or be constructed of a material and color compatible with other elements of the building.

Incidental rooftop equipment deemed unnecessary to be screened by the Director of Community Development or a designee shall be of color to match the roof or the sky, whichever is more effective.

Exposed roof material shall be similar to, or an architectural equivalent of asphalt or fiberglass shingles, wooden shingle, standing sea, metal roof or better. The roof of any building may be flat.

Garish or bright accent colors (i.e. bright orange, bright yellow, or fluorescent colors) for such buildings such as cloth or metal awnings, trim, banding, walls, entries or any portion of the building shall be minimized, but in no case shall such coloring exceed 20% of each wall area.

Equipment used for mechanical, processing, bulk storage tanks, or equipment used for suppressing noise, odors, and like that protrudes from a side of a building or is located on the ground adjacent to a building shall be screened from public views as much as practical with materials matching the design of the building. Where miscellaneous exterior equipment cannot be fully screened with matching building materials, landscaping may be used as additional screening.

The buildings to be development within the Property shall be compatible and harmonious with each other in their exterior architectural design features. Compatibility of architectural design features may be achieved by similarity of some design elements, while allowing dissimilarity of others. Buildings shall be considered compatible if at least two of the following five design elements are similar, when comparing any proposed building:

a) Type of material (brick, stone, wood, metal, etc.).

b) Color and textures of exterior surfaces.

c) Architectural scale (size and height of building, both actual and perceived).
d) Placement and rhythm of doors, windows, wall panels, visible wall joints, and visible roof elements.

e) Architectural style (example of architectural style include reference to recognized historic or modern architectural styles, repetitive use of particulate shapes, angles, features such as cornices, type or roof, etc.)