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 2018-068**

AUTHORIZING A ZONING MAP AMENDMENT FROM THE "MFR-1" MULTIPLE FAMILY RESIDENTIAL DISTRICT TO THE "PD-R" PLANNED DEVELOPMENT RESIDENTIAL DISTRICT FOR PROPERTY LOCATED AT 1211 SYCAMORE ROAD, AND AUTHORIZING A ZONING MAP AMENDMENT FROM THE "SFR-2" SINGLE FAMILY RESIDENTIAL DISTRICT TO THE "PD-R" PLANNED DEVELOPMENT RESIDENTIAL DISTRICT FOR PROPERTY LOCATED AT 1215 SYCAMORE ROAD (ADVENTURE WORKS COUNSELING CENTER), DEKALB, ILLINOIS.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, on the 8th day of October, 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 24th day of October, 2018.

RUTH A. SCOTT, Deputy City Clerk

Prepared by and Return to:
City of DeKalb
Deputy City Clerk Ruth Scott
200 S. Fourth Street
DeKalb, Illinois 60115
ORDINANCE 2018-068  
PASSED: OCTOBER 8, 2018

AUTHORIZING A ZONING MAP AMENDMENT FROM THE “MFR-1” MULTIPLE FAMILY RESIDENTIAL DISTRICT TO THE “PD-R” PLANNED DEVELOPMENT RESIDENTIAL DISTRICT FOR PROPERTY LOCATED AT 1211 SYCAMORE ROAD, AND AUTHORIZING A ZONING MAP AMENDMENT FROM THE “SFR-2” SINGLE FAMILY RESIDENTIAL DISTRICT TO THE “PD-R” PLANNED DEVELOPMENT RESIDENTIAL DISTRICT FOR PROPERTY LOCATED AT 1215 SYCAMORE ROAD (ADVENTURE WORKS COUNSELING CENTER), 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, Adventure Works of DeKalb County, Inc. (Owner of 1211 Sycamore Road) and John and Phyllis Scott (Owner of 1215 Sycamore Road) (herein referred to as “Applicants”), are requesting approval of zoning map amendments from the “MFR-1” District and the “SFR-2” District to the “PD-R” District for property located at 1211 and 1215 Sycamore Road to allow for the expansion of property for an existing counseling center; and

WHEREAS, pursuant to proper legal notice, a public hearing was conducted by the Planning and Zoning Commission on September 5, 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, 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 Low Density Single-Family uses. The applicant is proposing to expand the counseling center outdoor activities to the adjacent vacant lot, which will be made part of the planned development. The planned development will have a condition that the property maintain its single-family residential appearance. The rezoning of the site with the
proposed expansion of the uses meet the intent of the Plan and the trend of development in the surrounding area.

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

A special use permit was issued in 2001 for a counseling center at 1211 Sycamore Road. The planned development will be in compliance with the UDO, except for a waiver for a planned development being less than two acres.

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 already fully developed, and the proposed zoning and land use is consistent and compatible with the neighborhood. The proposed rezoning will not have a detrimental effect on the adjacent properties or land uses. The planned development zoning will allow the City control over future uses and redevelopment on the site.

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-R" District zoning, which will allow the property to be used for uses that will be compatible with the surrounding area and consistent with the Comprehensive Plan.

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

Existing utilities already serve the site and there are multiple points of access to Sycamore Road.

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 be 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;

There are two access points to Sycamore Road that serve the site and will serve the vacant property also. The planned development restrictions will require site improvements if redevelopment or development occurs on the property including possible driveway access widening and improvements.
2. Traffic volumes exceeding the anticipated capacity of the proposed major street network in the vicinity;

The proposed expansion of the outdoor counseling center activities to the site at 1215 Sycamore Road will not generate additional traffic or exceed the anticipated capacity of the existing street network in the vicinity.

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

The proposed planned development will not have any undue impact on public parks, recreation areas, schools, fire and police protection and other public facilities.

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

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

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

The surrounding area is already mostly developed with residential and commercial uses, and the proposed zoning and land use is consistent and compatible with the neighborhood and Comprehensive Plan. The proposed rezoning will not have a detrimental effect on the adjacent properties or land uses.

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:

PER THE SURVEY DATED JULY 27, 1936 AND RECORDED IN BOOK "G" OF PLATS, PAGE 23, AS DOCUMENT NO. 129385 DESCRIBED AS
FOLLOWS: BEGINNING AT THE MOST NORTHERLY CORNER OF
TRACT NO. 1; THENCE SOUTHERLY ALONG THE WEST LINE OF
SAID TRACT, 33.0 FEET; THENCE SOUTHEASTERLY, ALONG THE
SOUTHWESTERLY LINE OF SAID TRACT AT AN ANGLE OF 132
DEGREES, 54 MINUTES, 42 SECONDS, MEASURED CLOCKWISE
FROM SAID WEST LINE, 596.42 FEET; THENCE NORTHWESTERLY,
AT AN ANGLE OF 23 DEGREES, 02 MINUTES, 05 SECONDS,
MEASURED CLOCKWISE FROM SAID SOUTHWESTERLY LINE, 66.0
FEET; THENCE NORTHEASTERLY, AT AN ANGLE OF 118 DEGREES,
02 MINUTES, 05 SECONDS, MEASURED CLOCKWISE FROM SAID
SOUTHWESTERLY LINE, 66.0 FEET; THENCE NORTHEASTERLY, AT AN
ANGLE OF 118 DEGREES, 13 MINUTES, 33 SECONDS,
MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED
Course 145.64 FEET, TO THE NORTHEASTERLY SAID TRACT NO.
1; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE
AT AN ANGLE OF 82 DEGREES, 05 MINUTES 37 SECONDS,
MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE,
431.76 FEET; THENCE NORTHWESTERLY, AT AN ANGLE OF 171
DEGREES, 39 MINUTES, 38 SECONDS, MEASURED CLOCKWISE
FROM THE LAST DESCRIBED COURSE, 133.69 FEET TO THE POINT
OF BEGINNING, IN THE CITY OF DEKALB, DEKALB COUNTY, ILLINOIS,
ALSO EXCEPTING THEREFROM THE FOLLOWING: A PARCEL OF
LAND IN TRACT 1 AS SHOWN ON THE PLAT OF L.A. HUDSON LANDS
IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 40
NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN,
DEKALB COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING
AT THE SOUTHEASTERLY CORNER OF SAID TRACT 1; THENCE
SOUTHWESTERLY ON THE SOUTHEAST LINE OF SAID TRACT, SAID
LINE HAVING A BEARING OF SOUTH 39 DEGREES 57 MINUTES 28
SECONDS WEST, A DISTANCE OF 82.58 FEET TO THE SOUTHWEST
CORNER OF SAID TRACT 1; THENCE NORTHWESTERLY ON THE
SOUTHWESTERLY LINE OF SAID TRACT 1, SAID LINE HAVING A
BEARING OF NORTH 53 DEGREES 16 MINUTES 22 SECONDS WEST,
A DISTANCE OF 18.09 FEET TO A POINT; THENCE NORTHEASTERLY
ON A LINE HAVING A BEARING OF NORTH 40 DEGREES 33
MINUTES 29 SECONDS EAST, A DISTANCE OF 83.16 FEET TO THE
POINT IN THE NORTHEASTERLY LINE OF SAID TRACT 1; THENCE
SOUTHEASTERLY ON SAID NORTHEASTERLY LINE, SAID LINE
HAVING A BEARING OF SOUTH 51 DEGREES 31 MINUTES AND 32
SECONDS EAST, A DISTANCE OF 17.19 FEET TO THE POINT OF
BEGINNING.

1215 SYCAMORE ROAD: TRACT NUMBER THREE, ACCORDING TO
HUDSON'S PLAT ON SECTION 14, TOWNSHIP 40 NORTH, RANGE 4
EAST OF THE THIRD PRINCIPAL MERIDIAN, AND RECORDED IN THE
RECORDEER'S OFFICE OF THE DEKALB COUNTY, ILLINOIS IN BOOK
Section 3. A Zoning Map Amendment from the "MFR-1" Multiple Family Residential District to the "PD-R" Planned Development Residential District for property located at 1211 Sycamore Road and approval of zoning map amendment from the "SFR-2" Single Family Residential District to the "PD-R" Planned Development Residential District for property located at 1215 Sycamore Road is hereby granted for the Subject Property per the Development Standards and conditions listed in the Planned Development Agreement attached hereto as Exhibit A ("the Agreement"). The Agreement is expressly approved hereby, subject to such minor revisions as shall be acceptable to the Mayor with the recommendation of City staff.

Section 4. 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 5. 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.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a Regular meeting thereof held on the 8th day of October, 2018, and approved by me as Mayor on the same day. Passed on First Reading by an 8-0 roll call vote. Aye: Jacobson, Finucane, Marquardt, Fagan, Noreiko, Verbic, Faivre, Smith. Nay: None. Second Reading waived by an 8-0 roll call vote. Aye: Jacobson, Finucane, Marquardt, Fagan, Noreiko, Verbic, Faivre, Smith. Nay: None.

ATTEST:

LYNN A. FAZEKAS, City Clerk

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

1211 AND 1215 SYCAMORE ROAD
PLANNED DEVELOPMENT AGREEMENT
CITY OF DEKALB
(ADVENTURE WORKS)
This Planned Development Agreement (the "Agreement") is made and entered the 28th day of
October, 2018 by and among the City of DeKalb, an Illinois municipal corporation located in DeKalb
County, Illinois, (the "City"), and Adventure Works of DeKalb County, Inc., (the "Owner"). The City
and the Owner are collectively referred to as "Parties" and individually referred to as a "Party."

REcItAls

A. The Owner is the owner of record of approximately .94 contiguous acres of real property
situated at 1211 and 1215 Sycamore Road in the City of DeKalb, DeKalb County, Illinois, which property
is legally described on Exhibit A attached hereto and incorporated herein by reference as the "Property".

B. The Property is presently improved with a two-story building. The Property is proposed
to be maintained in accordance with the plans attached hereto as Exhibit B ("the Plans"), except as such
plans are required to be modified under the terms of this Agreement, to include the continued utilization
of the structure 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-Residential ("PD-R") zoning. The
Parties further acknowledge that use of PD-R zoning requires a development agreement to provide
definition of the terms and requirements of the zoning district, and that this Agreement has been entered
into to provide such definition. 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-R
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-R, 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-R, 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 – Residential zoning (PD-R). The Property is approved for the continuing utilization of the existing commercial building as depicted in Group Exhibit B. No further expansion, subdivision or modification of the Property or the structure located thereupon shall be permitted, except with an amendment to this Agreement on terms and conditions acceptable to the Parties, after review and recommendation by the Planning and Zoning Commission (PZC) and review and approval by the City Council. Such expansion, modification or subdivision shall require submittal of engineering, architectural, landscaping and other associated plans as shall be required by the Community Development Director prior to consideration.

Any redevelopment or development on the subject property that the Community Development Director determines as minor may be reviewed at the staff level. Any redevelopment or development that is determined to be major by the Community Development Director, including but not limited to expansion of the existing building containing the counseling center, will require an amendment to the Planned Development Ordinance and this Agreement on terms and conditions mutually acceptable to the Parties, following submittal of engineering, architectural, landscaping and associated plans, as determined by the Community Development Director, for review and approval by the Planning and Zoning Commission and City Council.

B. Permitted Uses:

The uses permitted shall be exclusively that of a counseling center on-premises, and the maintenance of the single, existing second floor residential dwelling unit with the current count of bedrooms. Uses incidental and accessory to the permitted use as described above shall be permitted where authorized by this Agreement or where approved by the Community Development Director or designee in writing.
C. **Prohibited Uses:**

Any use not included as a permitted or special use shall be a prohibited use. Any residential use, including but not limited to single or multi-family residential or group home use shall also be prohibited (with the exception of the single residential unit permitted as described in the preceding paragraph).

D. **Special Uses:**

No special uses shall be permitted except with the amendment of this Agreement on terms mutually acceptable to the Parties.

E. **Parking Provisions:**

The Property shall retain the existing parking areas 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. Handicapped parking signage shall be installed as per the Illinois Accessibility Code and DeKalb Municipal Code. Within 30 days after approval of the Planned Development Ordinance and this Agreement, the parking area shall be striped per the requirements of the UDO and a handicap parking space and sign shall be placed on the site per the Illinois Accessibility Code and the DeKalb Municipal Code. Owner shall submit a parking lot layout plan within 30 days after approval of this Agreement indicating the parking lot layout and indicating the number of required and provided parking spaces per the UDO. Such plan shall be subject to the approval of the Community Development Director, and shall be revised by Owner to comply with any review comments or conditions of approval imposed by such Director.

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 as required by the UDO. 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. 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 building structure on the Property, no grease trap or grease receptacle shall be permitted outside of the garbage enclosure on the Property. No other outdoor storage is permitted. The Parties acknowledge that the installation of outdoor exercise/challenge facilities shall not be considered to be a form of outdoor storage.

G. **Setbacks, Variations 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 for the PD-R zoning district unless otherwise approved as part of this Agreement. Specific deviations from the requirements of the UDO that are approved herein include:
1. A deviation is authorized from article 5.13.06 to allow a Planned Development on a site less than two acres.

Except as indicated above, compliance with the UDO shall be required.

H. Design and Appearance Provisions:

The Owner shall maintain all signage, landscaping, lighting and improvements in conformance with the current configuration thereof. The subject property's appearance and character are to remain substantially consistent with the single-family residential appearance of the property. Rehabilitation of the existing structure is permitted, however changes to the existing structure that are not compatible with the existing residential character of the property, as determined by the Community Development Director, would require amendment to the Planned Development Ordinance and this Agreement, on terms and conditions mutually acceptable to the Parties.

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 described herein shall constitute a violation of the zoning authorization provided under the PD-R designation contemplated herein.

I. 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.

J. Signage:

One ground sign may be erected on the property, not exceeding 30 sq. ft. in area and ten feet in height. Said sign shall not be internally illuminated, but may be externally illuminated with white light, provided that the fixtures are placed and shielded so as to not cause glare or reflection to traffic on Sycamore Road or to surrounding properties. The sign shall not be illuminated past 9:00 pm.

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. Owner shall also be responsible for maintenance of all on-site landscaping and improvements.

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 rezoning, 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.
D. **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.

E. **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 maintained 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.

F. **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.

G. **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. **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.

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 fees contained within this Agreement are specifically and uniquely attributable to the development of the Property and that the OWNER participated in the calculation and reconciliation of said 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 operation of its establishment, and shall maintain a City of DeKalb Fire Life-Safety license for the Property at all times during its operation. 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 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 Property 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. 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:

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.

F. Common Area Surveillance:

The Parties acknowledge if the Owner later maintains 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, it shall install them in a format and in locations acceptable to the Chief of Police or designee. The Owner agrees to then 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 on which the Owner notifies the City of its intent to install cameras, so as 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 thereafter be maintained in good and fully-operable condition, acts of God and other reasonable and unforeseeable temporary interruptions excluded. All security cameras shall thereafter 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-R 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-R 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-R zoning and, to the fullest extent of the law, the Parties intend that this Agreement not terminate unless and until the Parties agree to amend this Agreement.

In the event that the law requires any 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                           200 South 4th Street
   DeKalb, IL  60115                               DeKalb, IL  60115
   Telephone: 815-748-2095                      Telephone: 815-748-2095
   Fax:      815-748-2089                        Fax:         815-748-2089

   With copies to:                               City Manager

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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:  
Adventure Works of DeKalb County, Inc.  
1215 Sycamore Road  
DeKalb, IL 60115

With a Copy To:

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 "Indemnified") harmless of, from and against such damages, expenses, liabilities and losses, except to the extent such damages, expenses, liabilities and losses arise by reason of the gross negligence or willful or wanton act or omission of the Indemnifieds. The Owner shall provide satisfactory proof of insurance covering such defense and indemnity of the Indemnifieds. **OWNER** further agrees to indemnify, defend and hold harmless the **CITY** and the Corporate Authorities, officers, agents, employees, and consultants (collectively "Indemnitees") from all claims, liabilities, costs and expenses incurred by or brought against all or any of the Indemnitees as a direct and proximate result of the construction activities of the **OWNER**.

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

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

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<th>Exhibit</th>
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<td>A</td>
<td>Legal Description</td>
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<td>B</td>
<td>Plans</td>
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<td>C</td>
<td>No Trespass Agreement</td>
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<td>D</td>
<td>Traffic Enforcement Agreement</td>
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I. **Venue:**

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

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

CITY:

CITY OF DEKALB, an Illinois Municipal corporation

By: [Signature]

Jerry Smith, Mayor

Attest: [Signature]

Lynn A. Fazekas, City Clerk

OWNER:

By: [Signature]

Lynette Spencer

Attest: [Signature]

Dan Olson
Exhibit A: Legal Description

1211 Sycamore Road: TRACT NUMBER 1 AS SHOWN ON THE PLAT OF L.A. HUDSON LANDS ON THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER THE SURVEY THEREOF DATED JULY 27, 1936, IN BOOK "G" OF PLATS, PAGE 23, AS DOCUMENT NO. 129385, SITUATED IN THE COUNTY OF DEKALB AND STATE OF ILLINOIS; EXCEPTING THEREFROM THE FOLLOWING: THAT PART OF TRACT NO. 1, AS SHOWN ON THE PLAT OF L.A. HUDSON LANDS, ON THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER THE SURVEY DATED JULY 27, 1936 AND RECORDED IN BOOK "G" OF PLATS, PAGE 23, AS DOCUMENT NO. 129385 DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST NORTHERLY CORNER OF TRACT NO. 1; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID TRACT, 33.0 FEET; THENCE SOUTHEASTERLY, ALONG THE SOUTHWESTERLY LINE OF SAID TRACT AT AN ANGLE OF 132 DEGREES, 54 MINUTES, 42 SECONDS, MEASURED CLOCKWISE FROM SAID WEST LINE, 596.42 FEET; THENCE NORTHWESTERLY, AT AN ANGLE OF 23 DEGREES, 02 MINUTES, 05 SECONDS, MEASURED CLOCKWISE FROM SAID SOUTHWESTERLY LINE, 66.0 FEET; THENCE NORTHEASTERLY, AT AN ANGLE OF 118 DEGREES, 02 MINUTES, 05 SECONDS, MEASURED CLOCKWISE FROM SAID SOUTHWESTERLY LINE, 66.0 FEET; THENCE NORTHEASTERLY, AT AN ANGLE OF 118 DEGREES, 13 MINUTES, 33 SECONDS, MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE 145.64 FEET, TO THE NORTHEASTERLY SAID TRACT NO. 1; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE AT AN ANGLE OF 82 DEGREES, 05 MINUTES 37 SECONDS, MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, 431.76 FEET; THENCE NORTHWESTERLY, AT AN ANGLE OF 171 DEGREES, 39 MINUTES, 38 SECONDS, MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, 133.69 FEET TO THE POINT OF BEGINNING, IN THE CITY OF DEKALB, DEKALB COUNTY, ILLINOIS, ALSO EXCEPTING THEREFROM THE FOLLOWING: A PARCEL OF LAND IN TRACT 1 AS SHOWN ON THE PLAT OF L.A. HUDSON LANDS IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID TRACT 1; THENCE SOUTHWESTERLY ON THE SOUTHEAST LINE OF SAID TRACT, SAID LINE HAVING A BEARING OF SOUTH 39 DEGREES 57 MINUTES 28 SECONDS WEST, A DISTANCE OF 82.58 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 1; THENCE NORTHWESTERLY ON THE SOUTHWESTERLY LINE OF SAID TRACT 1, SAID LINE HAVING A
BEARING OF NORTH 53 DEGREES 16 MINUTES 22 SECONDS WEST, A DISTANCE OF 18.09 FEET TO A POINT; THENCE NORTHEASTERLY ON A LINE HAVING A BEARING OF NORTH 40 DEGREES 33 MINUTES 29 SECONDS EAST, A DISTANCE OF 83.16 FEET TO THE POINT IN THE NORTHEASTERLY LINE OF SAID TRACT 1; THENCE SOUTHEASTERLY ON SAID NORTHEASTERLY LINE, SAID LINE HAVING A BEARING OF SOUTH 51 DEGREES 31 MINUTES AND 32 SECONDS EAST, A DISTANCE OF 17.19 FEET TO THE POINT OF BEGINNING.

1215 Sycamore Road: TRACT NUMBER THREE, ACCORDING TO HUDSON'S PLAT ON SECTION 14, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND RECORDED IN THE RECORDER'S OFFICE OF THE DEKALB COUNTY, ILLINOIS IN BOOK "G" OF PLATS, PAGE 23, (EXCEPT THAT PART TAKEN FOR DEKALB SYCAMORE ROAD PER DOCUMENT NO. 94011395), IN DEKALB COUNTY, ILLINOIS.
Group Exhibit B: Plans

(Attached)
Exhibit C: No Trespass / Patrol Agreement

Common Area Patrol / No-Trespass Enforcement Agreement

Property Address: 121 and 125 Sycamore Rd
Commonly Known As: Adventure Works
Property Owner: Adventure Works
Contact #: 815-517-0825
Property Manager: Lynette Spencer
Contact #: 847 867 8936
24 Hour Contact #: 847 867 8936

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 or individual tenant businesses) without required legal authority (such as a search warrant, probable cause, exigent circumstances, etc. where required). The City is authorized to sign complaints, serve as complaining witness, and arrest or cite any person who has violated a State Statute or City Ordinance.
Report Cars for Relocation: Owner employs the entity described at signs posted at the Property for purposes of relocating unlawfully parked cars from the Property. The City is authorized and requested to contact the tow relocator to report any vehicles on the Property that appear to be unlawfully parked, so that said vehicles may be towed in accordance with applicable regulations.

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

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

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

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

Agreed this 23rd day of October, 2018

Owner or Representative:

Lynette Spencer

City of DeKalb:

Jerry Smith, Mayor
Exhibit D:

Traffic Enforcement Agreement
Exhibit D: Private Property Traffic Enforcement Agreement

AGREEMENT

WHEREAS, AdventHealth Florida 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 the "PROPERTY," 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 23rd day of October, 2015.

CITY OF DEKALB
DEKALB COUNTY, ILLINOIS

By: [Signature]  
Mayor

[Signature]  
Adventure Works
OWNER

By: [Signature]  
Lynette Spencer

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