I, LYNN A. FAZEKAS do hereby certify that I am the duly appointed 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:

RESOLUTION 2018-140

AUTHORIZING SUPPORT FOR DEKALB COUNTY CASE NO. DK-18-32 FOR A SOLAR GARDEN ON PROPERTIES LOCATED ON TWOMBLY ROAD, APPROXIMATELY 1,300 FEET WEST OF ANNIE GLIDDEN ROAD IN DEKALB TOWNSHIP, DEKALB COUNTY, SUBJECT TO CONDITIONS RECOMMENDED BY THE CITY OF DEKALB.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, on the 22nd day of October 2018. The original will be kept on file at the City of DeKalb Municipal Building.

WITNESS my hand and the official seal of said City this 29th day of November 2018.

LYNN A. FAZEKAS, City Clerk

Prepared by and Return to:
City Clerk's Office
City of DeKalb
200 S. Fourth Street
DeKalb, Illinois 60115
RESOLUTION 2018-140

AUTHORIZING SUPPORT FOR DEKALB COUNTY CASE NO. DK-18-32 FOR A SOLAR GARDEN ON PROPERTIES LOCATED ON TWOMBLY ROAD, APPROXIMATELY 1,300 FEET WEST OF ANNIE GLIDDEN ROAD IN DEKALB TOWNSHIP, DEKALB COUNTY, SUBJECT TO CONDITIONS RECOMMENDED BY THE CITY OF DEKALB.

WHEREAS, the City of DeKalb is a Home-Rule Municipal Corporation governed by the applicable provisions of the Illinois Constitution and Illinois Municipal Code; and

WHEREAS, the Corporate Authorities of the City of DeKalb have been advised that DeKalb County is considering special use approval of a community solar garden on properties located on Twombly Road, approximately 1300 feet west of Annie Glidden Road, in DeKalb Township (PINS 08-16-200-013 and 08-16-200-035) in DeKalb County Case No. DK-18-32; and

WHEREAS, the subject property is currently zoned DeKalb County PDR as designated with the DeKalb County Zoning Ordinance; and

WHEREAS, the subject property is located within one and one-half miles of the City of DeKalb’s corporate limits and is therefore within the City of DeKalb’s planning jurisdiction pursuant to 65 ILCS 5/11-12.5; and

WHEREAS, the City of DeKalb received written notice from the DeKalb County that a public hearing will be held before the DeKalb County hearing officer on September 13, 2018, at 1:30 and the DeKalb County Administrative Center, as required 55 ILCS 5/5-12009.5; and

WHEREAS, the City of DeKalb Planning and Zoning Commission conducts regularly scheduled meetings the Wednesday before regularly-scheduled City Council meetings every month; and

WHEREAS, the City of DeKalb City Council conducts regularly scheduled meetings on the second and fourth Monday of every month; and

WHEREAS, the matter was considered by the City of DeKalb Planning and Zoning Commission at their regular September 5, 2018, meeting; and

WHEREAS, the City of DeKalb approved Resolution 2018-127 requesting the County Hearing Officer continue the case to provide additional time for the City of DeKalb to further evaluate the proposal with the applicant and determine what additional improvements might be required to ensure the proposed solar garden development complies with the City’s adopted Comprehensive Plan and does not interfere with surrounding owners’ quiet and peaceful enjoyment of their properties; and
WHEREAS, the County Hearing Officer continued the case to provide the City of DeKalb additional time to evaluate the case; and
WHEREAS, the applicant has worked with the City to address concerns; and

WHEREAS, the Corporate Authorities hereby find that it is in the best interest of the City to support the special use associated with DeKalb County Case No. DK-18-32, subject to the County’s support that the approval be conditioned upon approval of an agreement between the City of DeKalb and the property owner.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

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

Section 2: That the DeKalb County Zoning Board of Appeals through its hearing officer and the DeKalb County Board be and are hereby notified that the City of DeKalb supports the special use requested by DeKalb County Case No. DK-18-32, subject to a requirement by DeKalb County that the owner execute an agreement (hereafter "Agreement") substantially in the form attached hereto as Exhibit A prior to the issuance of any construction permits for the solar garden.

Section 3: That the Mayor of the City of DeKalb and the Aldermen of the City of DeKalb hereby authorize any City employee or advisor execute Agreement with such minor revisions as shall be acceptable to the Mayor with the recommendation of City staff.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 22nd day of October and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Jacobson, Finucane, Marquardt, Fagan, Noriko, Verbic, Faivre, Smith. Nay: None.

ATTEST:

LYNN A. FAZEKAS, City Clerk

STATE OF ILLINOIS

SHERIY SMITH, Mayor
EXHIBIT A

DEVELOPMENT AGREEMENT
SUBURBAN ESTATES SOLAR FARM
This Planned Development Agreement (the "Agreement") is made and entered the 15th day of November, 2018, by and among the City of DeKalb, an Illinois municipal corporation located in DeKalb County, Illinois, (the "City"), and MCJ Investments, 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 80 contiguous acres of real property situated west of Annie Glidden Road and south of Twombly in unincorporated DeKalb County, Illinois, which property is legally described on Exhibit A attached hereto and incorporated herein by reference as the "Property".

B. The southwest roughly 20 acres of the Property is presently unimproved and utilized for agricultural purposes, and 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.

C. The Parties acknowledge that the configuration and use of the Property creates unique planning and development impacts for the City of DeKalb. While the Property is not within the corporate limits of the City, the Property is within the City's 1.5-mile planning jurisdiction. Moreover, the Property is within the geographic area serviced by the City of DeKalb Fire Department through the DeKalb Fire Protection District. The Parties acknowledge that by virtue of Owner's request for zoning approval from DeKalb County, the County has requested that the City consent to the Owner's zoning requests. The Owner acknowledges that the City is not required to consent to the rezoning, and that the City's agreement to perform in accordance with the provisions of this Agreement constitutes valuable, bargained-for consideration that benefits the Owner and the Property. The Owner and City, in recognition of the request for the City's consent, the City's planning jurisdiction, and the Owner's desire to benefit from services provided by the City of DeKalb Fire Department through the DeKalb Fire Protection District, the Parties agree that they each have the respective jurisdiction and authority to enter into this Agreement, that they have done so voluntarily, and that they have each received good and valuable consideration, the adequacy and receipt of which are hereby acknowledged.

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. Pursuant to notice, public hearings were held by the City's Planning and Zoning Commission on the requested City approvals, and the findings of fact and recommendations made by said body relative to such requests have been forwarded to the Corporate Authorities.
F. All other and further notices, publications, procedures, public hearings and other matters attendant to the consideration and approval of this Agreement as it pertains to City approvals 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.

G. 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 G, 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: CONSENT TO ZONING OF THE PROPERTY

Based upon the mutual negotiation and acceptance of the terms of this Agreement, the City hereby manifests its formal consent to and agreement with DeKalb County’s granting of all development related permissions, permits and approvals as shall be required to permit the development of the Property consistent with the Plans, subject to modification consistent with the terms of this Agreement, including but not limited to the granting of zoning and development related approvals.

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 County 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 DeKalb County 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, solar arrays, fencing, drive aisles and access drives, parking lots, paved areas, drains, valves and related appurtenances, landscaped areas, 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 County (or the City acting in concert with the County) 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. The Owner shall, upon the request of the City or County, grant the City and County an easement ("Common Facilities Maintenance Easement") over all of those Common Facilities located on the Property in favor of the City and County. The substance of the Common Facilities Maintenance Easement shall be as approved by legal counsel for the County. Said SSA shall have a rate as reasonably determined by the County Engineer.

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

Nothing in this Agreement shall prevent any governmental entity 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 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 DeKalb County indicating that there are no pending IEPA investigations or environmental contamination issues with the Property.

D. **Compliance with 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 in effect at the time of development.

E. **Dedication of Right of Way:**

The Owner shall dedicate by a plat of dedication a right of way, eighty feet wide, on the west side of the west half of the 80 acre site, and also a second right of way, also eighty feet wide, on the east side of the west half of the 80 acre site as shown in the document attached as Exhibit C ("the Right of Way Plan"). Additional right-of-way at the north end of the west dedication shall be provided to allow for alignment with Rosenow Way located north of Twombly Road. The final plats of dedication shall be subject to approval of the Community Development Director prior to recording. Owner shall not allow permanent improvements in these rights of way, except with the written permission of the City. This dedication shall occur within fourteen (14) days of the date of execution of this Agreement.

F. **End of Road Gate:**

An approved end-of-road barrier and signage for the entire width of the driving surface facing Regent Drive at the south end of the Property shall be provided and installed pursuant to the approval of the City of DeKalb Department of Public Works.

G. **Gates and Knox Boxes:**

Sliding gates (in lieu of swinging gates) shall be provided for access into the solar array, and such sliding gates shall be equipped with a City approved and properly keyed Knox box to allow for emergency access by the Fire Department.

H. **Drain Tiles:**

Owner shall maintain and repair all existing drainage tiles on the Property in their current configuration and in good condition, in accordance with Illinois drainage law.

I. **Landscaping:**

Owner shall provide and maintain evergreen screening (of an evergreen variety that is hardy and appropriate for the climate and soil conditions, which shall achieve a year-round screening effect within five years of Planting. The spacing and layout of such evergreens shall be in a format acceptable to the Community Development Director and
installation shall be completed within the same timeframe as all other landscaping required by DeKalb County.

**J. Water Infrastructure:**

The Owner shall maintain all on-site water infrastructure, wells, storage facilities, water mains, hydrants and related equipment in good and operable condition. The Owner shall exercise all hydrants and flush all mains not less than three times per year.

**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 V: OPERATION OF THE PROPERTY:**

**A. Acknowledgment of Application of Operational Standards:**

The Parties acknowledge and agree that the provisions of this Article V 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. Operational 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 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, at any time. 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.

C. 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 including on the residential apartment buildings that are presently constructed, and shall ensure that such systems are available for use and operational at all times.

ARTICLE VI: 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 VII: 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.

**ARTICLE VIII: TERM:**

The Parties acknowledge that this Agreement has been negotiated in furtherance of the designation of the Property with zoning that authorizes the density, development standard waivers and approvals contemplated by the solar project. 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 the zoning sought by Owner 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 IX: 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: 815-748-2091

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:
MCJ Investments, Inc.
Address: 1400 Twombly Road
City/State/Zip: DeKalb, IL 60115
Cell Phone:
Fax:
Email:

With a Copy To:
Name:
Address:
City/State/Zip:
Cell Phone:
Fax:
Email:

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

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

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

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

H. **Exhibits:**

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

- Exhibit A: Legal Description
- Exhibit B: Plans
- Exhibit C: The Right of Way Plans

I. **Venue:**

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

CITY:

CITY OF DEKALB, an Illinois Municipal corporation
By: 

Jerry Smith, Mayor

CITY OF DEKALB

Lynn A. Fazekas, City Clerk

OWNER:

By: 

Shan Bedi

Print Name: Shan Bedi

Date: 11/15/18

Attest: Brad Beck

Print Name: Brad Beck

Date: 11/15/18
Parcel 1:
Part of the North 1/4 of the Northeast 1/4 of Section 16, Township 40 North, Range 4, East of the Third Principal Meridian, in DeKalb County, Illinois, described as follows: Commencing at the Northeast corner of said Section 16; thence Westerly along the North line of said Section 16, a distance of 1,882.64 feet for the point of beginning; thence Southerly parallel with the East line of said Section 16, a distance of 550.0 feet; thence Westerly parallel with the North line of said Section 16, a distance of 550.0 feet; thence Northerly parallel with the East line of said section, a distance of 550.0 feet to the North line of said Section 16; thence Easterly along the North line of said Section 16, a distance of 550.0 feet to the point of beginning.

Parcel 2:
Part of the North 1/4 of the Northeast 1/4 and part of the North 1/4 of the Northwest 1/4 of Section 16, Township 40 North, Range 4, East of the Third Principal Meridian, DeKalb County, Illinois, described as follows: Commencing at the Northeast corner of said Section 16; thence Westerly along the North line of said Section 16, a distance of 1,260.64 feet; thence Southerly parallel with the East line of said Section 16, a distance of 550.0 feet for the point of beginning; thence continuing Southerly along the last described course, a distance of 180.0 feet; thence Westerly parallel with the North line of said Section 16, a distance of 1,197.0 feet; thence Southerly parallel with the East line of said Section 16, a distance of 225.0 feet; thence Westerly parallel with the North line of said Section 16, a distance of 195.0 feet, more or less, to the West line of the Northeast 1/4 of said Section 16; thence continuing Westerly parallel with the North line of said Section 16, a distance of 40.0 feet, thence Northerly parallel with the East line of the Northwest 1/4 of said Section 16, a distance of 450.0 feet; thence Easterly parallel with the North line of said Section 16, a distance of 40.0 feet to the East line of the Northwest 1/4 of said Section 16; thence Northerly along the East line of the Northwest 1/4 of said Section 16, a distance of 505.0 feet to the Northeast corner of the Northwest 1/4 of said Section 16; thence Easterly along the North line of said Section 16, a distance of 550.0 feet; thence Easterly parallel with the East line of said Section 16, a distance of 1,172.0 feet to the point of beginning.

Parcel 3:
Part of the North 1/4 of the Northeast 1/4 of Section 16, Township 40 North, Range 4, East of the Third Principal Meridian, DeKalb County, Illinois, described as follows: Commencing at the Northeast corner of said Section 16; thence Westerly along the North line of said Section 16, a distance of 1,260.64 feet for the point of beginning; thence Southerly parallel with the East line of said Section 16, a distance of 550.0 feet; thence Westerly parallel with the North line of said Section 16, a distance of 622.0 feet; thence Northerly parallel with the East line of said Section, a distance of 550.0 feet to the North line of said Section 16; thence Easterly along the North line of said Section 16, a distance of 622.0 feet to the point of beginning.

Parcel 4:
That part of the Northeast 1/4 of Section 16, Township 40 North, Range 4, East of the Third Principal Meridian, DeKalb County, Illinois, of Plats, Page 49 as Document No. M described as follows: Lot 1 of DeKalb Development Corporation Inc. subdivision as recorded in Book 316796; and together with that part of said Northeast 1/4 described as follows: Commencing at the Northeast corner of said quarter; thence Southerly along the East line of said Quarter 663.58 feet for a point of beginning; thence continuing Southerly along said East line 50.0 feet to the North line of said Lot 1; thence Westerly, along said North line, parallel with the North line of said quarter 590.32 feet to the West line of said Lot 1; thence Southerly along said West line, parallel with the East line of said quarter, 590.32 feet to the Southwest corner of said Lot 1; thence Westerly parallel with the North line of said quarter, 590.32 feet; thence Northerly parallel with the East line of said quarter 640.32 feet; thence Easterly parallel with the North line of said quarter, 1180.64 feet to the point of beginning; (excepting therefrom that part of said Northeast 1/4 lying Easterly of the Westerly right of way line of Glidden Road), all in DeKalb Township, DeKalb County, Illinois.
Parcel 5:
The North 1,303.90 feet (except the South 640.32 feet of the East 1,180.64 feet thereof) of the North 1/4 of the Northeast 1/4 of Section 16, Township 40 North, Range 04, East of the Third Principal Meridian; Excepting therefrom part of the North 1/4 of the Northeast 1/4 of Section 16, Township and Range aforesaid, described as follows:

Commencing at the Northeast corner of said Section 16; thence Westerly along the North line of said Section 16, a distance of 1,260.64 feet for the point of beginning; thence Southerly parallel with the East line of said Section 16, a distance of 550.0 feet; thence Westerly parallel with the North line of said Section 16, a distance of 622.0 feet; thence Northerly parallel with the East line of said Section, a distance of 550.0 feet to the North line of said Section 16; thence Easterly along the North line of said Section 16, a distance of 622.0 feet to the point of beginning;

Also excepting therefrom: part of the North 1/4 of the Northeast 1/4 and part of the North 1/4 of the Northwest 1/4 of Section 16, Township and Range aforesaid, described as follows: commencing at the Northeast corner of said Section 16, thence Westerly along the North line of said Section 16, a distance of 1,260.64 feet; thence Southerly parallel with the East line of said Section 16, a distance of 550.0 feet for the point of beginning; thence continuing Southerly along the last described course, a distance of 180.0 feet; thence Westerly parallel with the North line of said Section 16, a distance of 1,197.0 feet; thence Southerly parallel with the East line of said Section 16, a distance of 225.0 feet; thence Westerly parallel with the North line of said Section 16, a distance of 195.0 feet more or less to the West line of the Northeast 1/4 of said Section 16; thence continuing Westerly parallel with the North line of said Section 16, a distance of 40.0 feet; thence Northerly parallel with the East line of the Northwest 1/4 of said Section 16, a distance of 450.0 feet; thence Easterly parallel with the North line of said Section 16, a distance of 40.0 feet to the East line of the Northwest 1/4 of said Section 16; thence Northerly along the East line of the Northwest 1/4 of said Section 16, a distance of 505.0 feet to the Northeast corner of the Northwest 1/4 of said Section 16; thence Easterly along the North line of said Section 16, a distance of 220.36 feet; thence Southerly parallel with the East line of said Section 16, a distance of 550.0 feet; thence Easterly parallel with the North line of said Section 16, a distance of 1,172.0 feet to the point of beginning;

Also excepting: That part of the Northeast 1/4 of Section 16, Township 40 North, Range 04, East of the Third Principal Meridian, DeKalb County, Illinois, described as follows: Commencing at the Northeast corner of said Section 16; thence Westerly along the North line of said Section 16, a distance of 1,180.64 feet for the point of beginning, thence Southerly and parallel to the east line of said Section 16, a distance of 1,303.9 feet; thence Westerly and parallel with the North line of said Section 16, a distance of 80.0 feet; thence Northerly and parallel with the East line of said Section 16, a distance of 1,303.9 feet to the North line of said Section 16; thence Easterly along the North line of said Section 16, a distance of 80.0 feet to the point of beginning; Also excepting that part of the North 1/4 of the Northeast 1/4 of Section 16, Township 40 North, Range 04, East of the Third Principal Meridian, in DeKalb County, Illinois, described as follows: Commencing at the Northeast corner of said Section 16; thence Westerly along the North line of said Section 16, a distance of 1,882.64 feet for the point of beginning; thence Southerly parallel with the East line of said Section 16, a distance of 550.0 feet; thence Westerly parallel with the North line of said Section 16, a distance of 550.0 feet; thence Northerly parallel with the East line of said Section, a distance of 550.0 feet to the North line of said Section 16; thence Easterly along the North line of said Section 16, a distance of 550.0 feet to the point of beginning, all in DeKalb County, Illinois.
Parcel 6:
The North 1/4 of the Northeast 1/4 of Section 16, Township 40 North, Range 04, East of the
Third Principal Meridian, DeKalb County, Illinois, excepting therefrom the North 1,303.90 feet of
said North 1/4 of the Northeast 1/4 of Section 16.

Parcel 7:
Part of the Northeast quarter of Section 16, Township 40 North, Range 04, East of the Third
Principal Meridian, DeKalb County, Illinois described as follows: Commencing at the Northeast
corner of said Section 16; thence Westerly along the North line of said Section 16, a distance
of 1,180.64 feet for the place of beginning; thence Southerly and parallel to the East line of
said Section 16, a distance of 1,303.90 feet; thence Westerly and parallel with the North line
of said Section 16, a distance of 80.0 feet; thence Northerly and parallel with the East line of
said Section 16, a distance of 1,303.9 feet to the North line of said Section 16; thence
Easterly along the North line of said Section 16, a distance of 80.0 feet to the place of
beginning.

Parcel 8A:
Beginning at the Northeast corner of the Northwest quarter of Section 16, Township 40 North,
Range 04 East of the Third Principal Meridian; thence Westerly along the North line of said
Northwest quarter 40 feet; thence Southerly parallel with the quarter Section line 505 feet;
thence Easterly parallel with the North line of said Northwest quarter 40 feet to the quarter
section line; thence Northerly along the quarter section line 505 feet to the place of beginning,
all in DeKalb County, State of Illinois.

Parcel 8B:
That part of the Northwest Quarter of Section 16, Township 40 North, Range 04 East of the
Third Principal Meridian, described as follows: Commencing at the Northeast corner of said
Northwest quarter; thence Southerly along the quarter section line 955 feet to the place of
beginning; continuing thence Southerly 348.9 feet to a point 1,303.9 feet Southerly of the
Northeast corner of said Northwest quarter; thence Westerly parallel with the North line of said
Northwest quarter 40 feet; thence Northerly parallel with the quarter section line 348.90 feet;
thence Easterly parallel with the North line of said Northwest quarter 40 feet to the place of
beginning, all in DeKalb County, State of Illinois.
Group Exhibit B: Plans
Exhibit C
The Right of Way Plans