

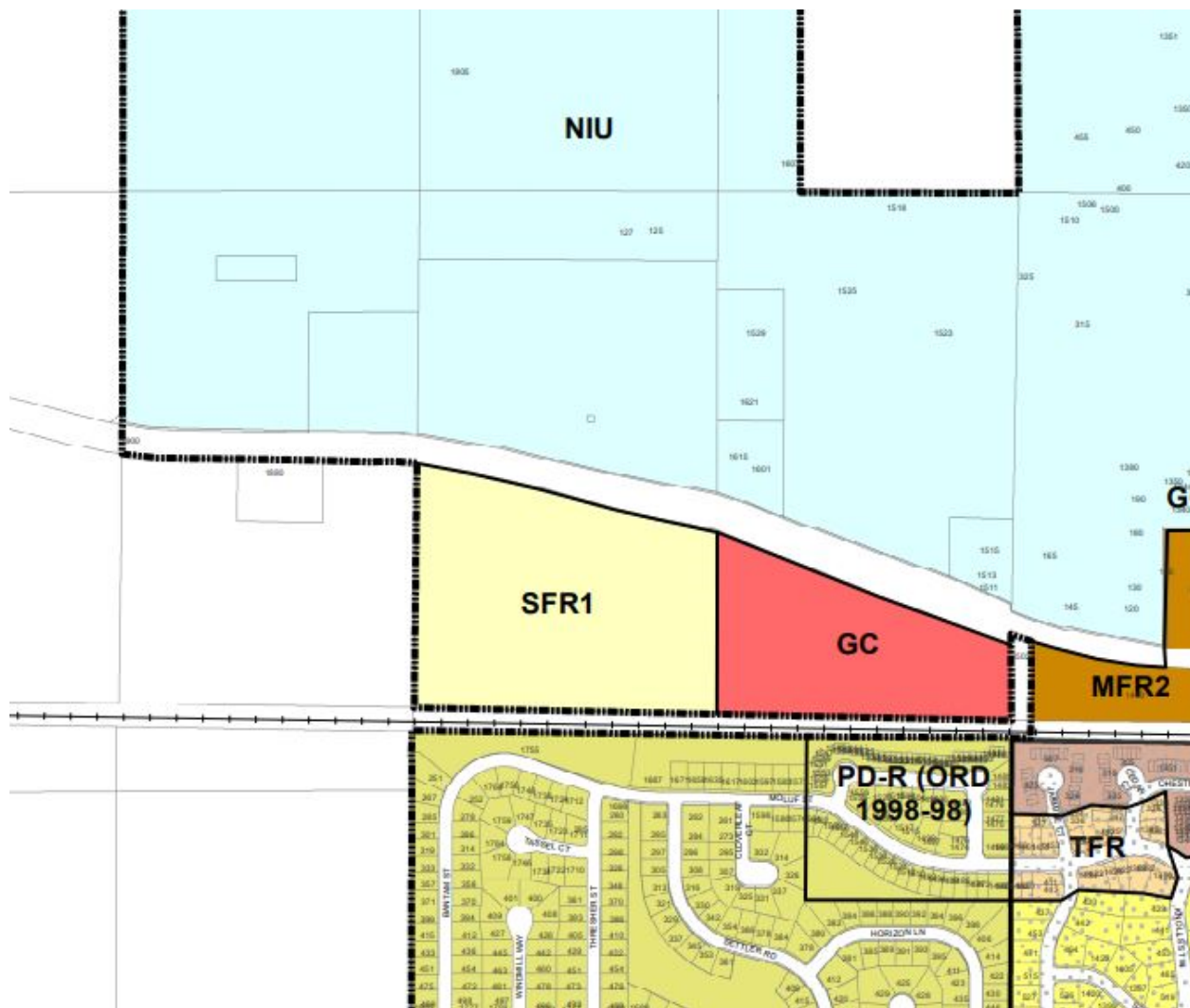
From: "Olson, Dan" <Dan.Olson@cityofdekalb.com>
Date: September 17, 2021 at 4:34:53 PM CDT
To: Matt Wiseman <matt@schraderauction.com>
Subject: RE: Funderburg Farms, Inc - PIN 08-21-100-017

Matt,

The property along W. Lincoln Highway with a PIN# of 08-21-100-017 is zoned SFR1, Single-Family Residential (see attached zoning map for area). The property was part of an annexation agreement approved in 1994 (attached) that also included property on the north side of Lincoln Highway. The site was never rezoned to PD-C. I'm not sure of the reasoning why it was not rezoned. The agreement had a 20 year term so it has expired.

The site is in the DeKalb County Enterprise Zone. The Zone is coordinated through the DeKalb County Economic Development Corporation found at <https://dcedc.org/enterprise-zone-2/>

Dan Olson, AICP | Principal Planner
City of DeKalb | 164 E. Lincoln Highway | DeKalb, IL 60115
Phone: 815-748-2361
Email: dan.olson@cityofdekalb.com | Website: www.cityofdekalb.com



ORDINANCE 94-140

FIRST READING:

October 10, 1994

SECOND READING:

October 10, 1994

VOTE: Roll Call Vote 8-0

PASSED: October 10, 1994

PUBLISHED IN PAMPHLET FORM BY
AUTHORITY OF THE CITY COUNCIL
OF THE CITY OF DEKALB, DEKALB
COUNTY, ILLINOIS, October 11,
1994.

ORDINANCE 94-140

AUTHORIZE THE EXECUTION OF AN
ANNEXATION AGREEMENT FOR LAND
KNOWN AS THE BARR PROPERTY
LOCATED ON THE NORTH SIDE OF
LINCOLN HIGHWAY, WEST OF STADIUM
DRIVE.

WHEREAS, it is in the best interest of the City of DeKalb, DeKalb County, Illinois, that a certain annexation agreement be executed, pertaining to the development of property located on the north side of Lincoln Highway, west of Stadium Drive; and

WHEREAS, the contract purchasers of the property, DareCloud Development Inc., are ready, willing and able to enter into an agreement and perform the obligations as required by law; and

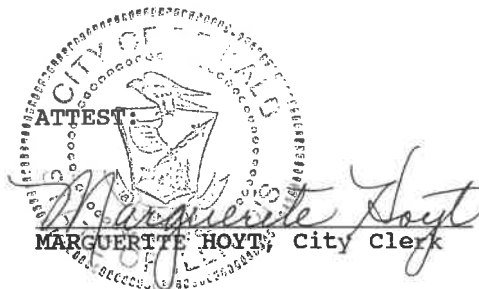
WHEREAS, the statutory procedures provided in 65 ILCS 5/11-15.1-1 (1992) for the execution of an annexation agreement have been fully complied with; now

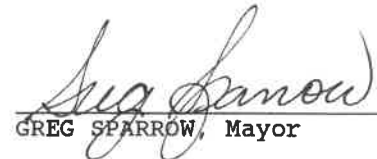
BE IT ORDAINED BY THE CITY COUNCIL of the City of DeKalb, Illinois, as follows:

Section 1. The Mayor of the City of DeKalb, Illinois, is authorized to execute a document "Annexation Agreement" and the City Clerk is authorized to attest to his signature. A copy of the agreement is attached as part of this Ordinance as Exhibit "A".

Section 2. That this Ordinance shall be in full force and effect upon its passage according to law.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a regular meeting held October 10, 1994, and approved by me as Mayor.




GREG SPARROW, Mayor

AYE: Polzin

AYE: Johnson

AYE: Wiggins

AYE: Tewksbury

AYE: Chronopoulos

AYE: Strauss

AYE: Kagan

AYE: Sparrow

124421
45
FILED FOR RECORD
DEKALB COUNTY, IL.

94 OCT 24 AM 11:31

SEE ATTACHED
RECORDER'S NOTE

prepared by & return to
Winston & Strawn
35 W Wacker
Chicago, IL 60601

Sharon L. Holmes
DEKALB COUNTY RECORDER

ANNEXATION AGREEMENT

This ANNEXATION AGREEMENT ("Agreement") is made and entered as of the 19 day of Oct, 1994, among the CITY OF DEKALB, ILLINOIS, an Illinois municipal corporation ("City"), by and through its Mayor and the members of its City Council (collectively, the "Corporate Authorities"), Belvidere National Bank and Trust Company, not personally, but solely as Trustee under Trust Agreement dated July 19, 1994, and known as Trust No. 1476 ("Buyer"), and Carol J. Leslie, Roger T. Barr and Linda Schoenburg, owners of territory that is contiguous to the corporate limits of the City of DeKalb, Illinois (collectively, the "Owners").

W I T N E S S E T H:

A. Owners are the fee simple owners of a tract of real estate which is legally described on Exhibit A attached hereto and made a part hereof ("Land").

B. The Land consists of approximately 225.78 acres. The Land is located in an unincorporated portion of DeKalb County, Illinois and consists of territory which is not within the boundaries of any municipality and which is contiguous to, and may be annexed to, the City as provided in 65 ILCS 5/7-1-1 et seq. (1992).

C. Pursuant to the terms of a Purchase Agreement dated as of July 22, 1994 ("Purchase Agreement"), Owners have agreed to sell to Buyer, or its nominee, the Land upon the terms and conditions set forth in the Purchase Agreement.

D. The Purchase Agreement provides that execution and delivery of this Agreement is a condition to Buyer's obligation to consummate the transaction contemplated by the Purchase Agreement.

E. Owners and Buyer desire to annex to the City the Land, subject to the terms and conditions of this Agreement.

F. There has been filed with the City Clerk an Annexation Petition signed by the Owners, as the owners of record of the Land included in said Annexation Petition and covered by this Agreement, and by all electors residing thereon, if any.

G. The Corporate Authorities have considered the annexation of the Land described in said Annexation Petition and according to the terms of this Agreement.

H. Buyer seeks to annex the Land to the City and

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Buyer proposes that the Land be used and developed in accordance with Buyer's general plan of development for the Land and also in accordance with the terms and conditions of this Agreement.

I. Buyer has requested that the portion of the Land consisting of approximately 65.78 acres and depicted as "Parcel I" on Buyer's comprehensive development plan ("Concept Plan") attached hereto and made a part hereof as Exhibit B be zoned "PD-C" Planned Development - Commercial under the zoning classifications of the Unified Development Ordinance of the City ("Unified Ordinance") and that specified variations and special uses be granted for such property; that the portion of the Land consisting of approximately 80 acres and depicted as "Parcel II" on the Concept Plan be zoned "PD-C" Planned Development - Commercial and "PD-R" Planned Development - Residential under the zoning classifications of the Unified Ordinance and that specified variations and special uses be granted to such property; and that the portion of the Land consisting of approximately 80 acres and depicted as Parcel III on the Concept Plan be zoned "PD-R" Planned Development - Residential under the zoning classifications of the Unified Ordinance and that specified variations be granted to such property.

J. The City is agreeable to all such zoning, use and development in accordance with this Agreement.

K. The Plan Commission has held a public hearing on the proposed provisions contained herein, and the feasibility of annexation, and after due consideration and public participation has rendered its report and recommendations to the Corporate Authorities.

L. Pursuant to the provisions of 65 ILCS 5/11-15.1-1 et seq., a proposed annexation agreement in substance and form substantially the same as this Agreement was submitted to the Corporate Authorities and a public hearing was held thereon pursuant to notice, as provided by law.

M. The Corporate Authorities have received and considered the report and recommendations of the Plan Commission.

N. Due notice as required by law has been sent to and received by the Election Authority - County Clerk, U.S. Postal Service, the Trustees of all Fire Protection Districts and Public Library Districts having jurisdiction over the Land, the Township Road Commissioner(s), the Normal Drainage District and the Town Board of DeKalb Township.

O. All other and further notices, publications, procedures, public hearings and other matters attendant to the consideration and approval of this Agreement and the annexation and zoning of the Land have been given, made, held and performed by the

City as required by all applicable statutes, ordinances, regulations and procedures of the City.

P. All other matters, in addition to those specifically referred to above, which are included in this Agreement, have been considered by the parties hereto, and the development of the Land as permitted under the Unified Ordinance and in accordance with the terms and conditions of this Agreement, all of which will inure to the benefit and improvement of the City and its residents.

Q. The Corporate Authorities, after due and careful consideration, have concluded that the annexation of the Land to the City upon the terms and conditions hereinafter set forth will be beneficial to the City, and not detrimental to the interest of neighboring landowners or the value of neighboring land, and find that the annexation of the Land will, among other benefits:

a. Promote and encourage the highest and best use of the Land;

b. Increase assessed value of land within the City and tend either to lower overall tax rates or increase tax revenues without corresponding increases in municipal burdens which would be incident to residential development;

c. Increase employment within the City during construction of the buildings to be erected on the Land and increase employment and job opportunities within the City boundaries after completion of such construction;

d. Stimulate the economy of the City;

e. Serve the best interest of the City and its citizens by the annexation of the Land and the effectuation of the rezoning, restrictions and variances authorized and permitted under this Agreement;

f. Extend the corporate limits and jurisdiction of the City and promote sound planning and development of the City;

g. Otherwise promote and enhance the public health, safety, comfort, morals and welfare; and

h. Promote and be consonant with the comprehensive plan of the City.

R. The Corporate Authorities, after due deliberation, have, by resolution, duly adopted and approved the entering into this Agreement and directed its Mayor and City Clerk to execute this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants herein made and pursuant to the provisions of 65 ILCS 5/11-15.1-1 et seq., the parties do hereby enter into the following Agreement:

1. Findings. The foregoing recitals are incorporated herein as findings of the Mayor and the Corporate Authorities.

2. Annexation. Contemporaneously with the execution of this Agreement, the City shall annex the Land, subject to the terms and conditions set forth in this Agreement, by adopting a proper ordinance providing therefor.

3. Zoning of the Land. Contemporaneously with the annexation of the Land, the City shall adopt a proper ordinance to:

a. amend the Official Zoning Map of the City to classify:

(1) Parcel I in the "PD-C" Planned Development - Commercial District under the zoning district classifications in the Unified Ordinance;

(2) Parcel II in the "PD-C" Planned Development - Commercial District and the "PD-R" Planned Development - Residential District under the zoning district classifications established in the Unified Ordinance; and

(3) Parcel III in the "PD-R" Planned Development - Residential District under the zoning district classifications established in the Unified Ordinance; and

b. approve Special Use Permits for the following Special Land Use and Developments within Parcel I and that part of Parcel II zoned "PD-C" Planned Development - Commercial District:

(1) Building material sales and storage (retail) as a principal use;

(2) Restaurants (fast food) which include drive-through facilities;

(3) Banks and other financial institutions which include drive-through facilities;

(4) Vehicle Service Facilities; and

(5) Vehicle Repair Facilities.

c. establish the following permitted and special land uses and developments:

(1) Any land uses and developments which would constitute Permitted Land Uses and Developments or Special Land Uses and Developments in the "GC" General Commercial District under the zoning district classifications in the Unified Ordinance shall be permitted and special uses, respectively, in Parcel I and that portion of Parcel II zoned as "PD-C" Planned Development - Commercial;

(2) Any land uses and developments which would constitute Permitted Land Uses and Developments or Special Land Uses and Developments in the "MFR" Multiple Family Residential District under the zoning district classifications in the Unified Ordinance shall be permitted and special uses, respectively, in that portion of Parcel II zoned as "PD-R" Planned Development - Residential and, in addition, the following uses shall be permitted uses therein:

(a) attached single family dwellings/townhouses;

(b) condominiums; and

(c) zero lot line residential developments.

Anything in this Section 3(c)(2) to the contrary notwithstanding, no more than 150 multiple family dwelling units shall be permitted in that portion of Parcel II zoned as "PD-R" Planned Development - Residential.

(3) Any land uses and developments which would constitute Permitted Land Uses and Developments or Special Land Uses and Developments in the "SFR-1" Single Family Residential District under the zoning district classifications in the Unified Ordinance shall be permitted and special uses, respectively, in Parcel III. Anything in this Section 3(c)(3) to the contrary notwithstanding, no more than 143 single family dwelling units shall be permitted in Parcel III.

d. approve the Concept Plan including the Comprehensive Sign Plan as a conceptual site development plan with the understanding and agreement that so long as

Buyer submits preliminary and final plans and plats in general conformance with the Concept Plan such plans and plats shall be approved by the City in the ordinary course of the development plan review procedure, and that the City shall proceed with all due diligence in reviewing and approving the same; provided, however, it is understood that Buyer may in the course of development of the Land make certain changes to the Concept Plan including, without limitation, changes in relative buildings and signs and provision for certain amenities, and that so long as such changes do not affect the essential character of the proposed development or otherwise reduce in any material respect the required open space elements, such changes shall not require approval or consent by the City and plans and plats submitted in connection therewith shall be reviewed and approved, as aforesaid.

4. Variations from the Unified Ordinance. Contemporaneously with the annexation of the Land, the City shall adopt a proper ordinance granting the following variations from the Unified Ordinance:

a. A variation from Section 9.03.03 of the Unified Ordinance to permit sidewalks to be located on only one side of any street abutting property not forming part of the Land.

b. A variation from Section 11.02.06(2)(h) of the Unified Ordinance to reduce the requirement of one catch basin per each 20,000 square feet, or fraction thereof, of contributing drainage area to a lesser requirement proposed by Buyer as part of an alternative design system so long as such design system otherwise is consistent with the purpose and intent of the storm drainage management Section of the Unified Ordinance and so long as Buyer obtains the consent of the City Engineer, which consent shall not be unreasonably withheld or unduly delayed.

c. A variation from Section 12.07(1)(b) of the Unified Ordinance to exclude any mezzanine area from the Floor area in determining the number of required parking spaces.

d. A variation from Section 13.06.01(e) of the Unified Ordinance to permit one additional project construction sign for each user occupying a building, or combination of buildings, in excess of 50,000 gross square feet.

e. A variation from Section 13.08.01(1) of the Unified Ordinance to permit ground signs in the number and locations depicted on the Concept Plan subject to the following limitations:

(1) Outparcel buildings located along Illinois Route 38 shall have ground signs as permitted by the Unified Ordinance. These signs shall be further limited to a maximum height of 20' and to a maximum area of 75 square feet for each side. These signs are identified as "Parcel Signs" on the Concept Plan.

(2) At the main entry of Illinois Route 38, a pair of common signs identifying the development shall be erected as depicted on the Concept Plan. Signage for major and secondary retailers shall be incorporated into these signs. Similar smaller scale signage may be provided at the secondary entrances to the development. These signs may be up to 40' tall and 200 square feet in area for each side. These signs shall be separated by approximately 500 linear feet. These signs are identified as "Common Signs" on the Concept Plan.

f. A variation from Section 13.08.01(2) of the Unified Ordinance is to permit wall signage for a single building on any lot within a development facing Illinois Route 38 to be allowed up to 500 square feet if the face of the building remains beyond 1,200 feet from the edge of the pavement of Illinois Route 38 and to permit wall signage facing Illinois Route 38 to be allowed up to 400 square feet if the face of the building remains beyond 900 feet from the edge of the pavement of Illinois Route 38.

g. A variation from Sections 14.01, 14.02 and 15.07.03 of the Unified Ordinance to require the Director of Building and Community Services to approve or disapprove building permit, certificate of occupancy and site plan requests and applications, respectively, within 21 days of application therefor, provided all required materials have been submitted in accordance with the Unified Ordinance and, in the event the Director of Building and Community Services denies any such request or application, to provide a detailed written explanation of the reason for any such denial setting forth materials and information which are required to obtain approval. Notwithstanding the foregoing, in the event (1) the Director of Building and Community Services intends to forward materials in support of any request or application to an independent consultant for review, and

(ii) such materials are to be forwarded because of the extraordinary number of requests and applications then being processed, the Director of Building and Community Services shall notify the applicant at the time of submission of the required materials that the same are being forwarded for independent review and, in such event, the 21-day response period provided above shall not apply.

h. A variation from Section 14.02.01 to permit the Director of Building and Community Services to issue temporary certificates of occupancy on less than an entire multi-tenant building provided that the shell building, the common areas and the site work of the proposed development have been substantially completed.

i. A variation from Section 15.07.03 of the Unified Ordinance to eliminate the requirement of any homeowners or similar association in any "PD-C" Planned Development - Commercial District so long as evidence of a common area maintenance program is submitted as part of the planned development review procedure, which evidence may include a common area maintenance easement for which one or more owners are responsible.

5. Subdivision Plats. In connection with any subdivision of the Land or part thereof, the City agrees that:

a. If a new lot is proposed to be created entirely or partially from the division of one or more existing lots, and the Plat Act would otherwise exempt such subdivision from its requirements, such subdivision shall also be exempt from the Unified Ordinance notwithstanding the provisions of Section 15.01 of the Unified Ordinance.

b. Buyer, at its option, may proceed simultaneously to obtain preliminary and final plat approval, and in such case any overlapping preliminary and final plat requirements may be submitted for consideration as part of a consolidated review and approval process so long as all materials and information required for each process are submitted for review and consideration.

c. After approval of a plat of subdivision, the Buyer may combine two or more lots in such subdivision without further subdivision approval from the City in order to develop such lots in a main use(s), and after such combination such combined lot shall be considered a single lot and applicable ordinances of the City shall apply to such combined lot as if such combined lot had originally constituted a single lot.

d. It will approve reclaiming, grading, or regrading of the Land as necessary to remove any area of the Land from, or prevent any area of the Land from being included in, a Special Flood Hazard Area under the National Flood Insurance Program or other designated flood insurance, flood, or wetland area, provided such reclaiming, grading or regrading is performed in accordance with Federal Flood Plain Regulations and other applicable federal, state, city, Drainage District and other regulations of applicable governmental bodies.

e. Engineering plans need not include design information identifying location or type of on-site utility facilities or improvements so long as such plans adequately describe proposed points of connection of utilities to the subdivision.

6. Development Plans. The City agrees that any applicable and relevant information, data or plans (including subdivision materials and information) required to be submitted to the City under the Unified Ordinance which was provided to the City in connection with another phase of the development of the Land need not be resubmitted to the City in connection with each request for development plan or plat approval. The City agrees that construction of the arterial city street depicted on the September 1990 City Plan may occur within that portion of the right-of-way running along and within the eastern property line of the Land notwithstanding that such construction may result in an arterial city street of dimensions less than contemplated by the September 1990 City Plan and the Unified Ordinance, and that Buyer shall have no further or additional obligation with respect to construction of any other arterial street at such location. The City agrees that with respect to any traffic access and/or impact study which may be required by Section 7.12.02 of the Unified Ordinance or otherwise in connection with Buyer's intended development of the Land, Buyer shall only be responsible for payment of one-third of the cost thereof. The City agrees that the Director of Planning shall have the authority to approve certain development plans and take such other action in connection with development of the Land as may be reasonably necessary or appropriate to facilitate Buyer's proposed development of the Land consistent with Buyer's comprehensive development plan including, without limitation, approving plans locating more than one principal building on a single zoning lot and considering such a lot as a single zoning lot for purposes of the Unified Ordinance, and providing that required yards and setbacks be measured from the exterior lot lines of a project which is located on more than one lot and considering such project as a single zoning lot for purposes of the Unified Ordinance. The City agrees that any existing overhead electrical, telephone or

communication utility lines abutting the Land shall not be required to be placed underground. The City agrees that if (i) any street would have been completed but for the requirement of the winter's delay set forth in Section 9.03 of the Unified Ordinance and (ii) such street is necessary for the conduct of business of any user of the Land, then the City shall provide sweeping and snowplowing services for such street in the same manner as if such street had been dedicated and accepted by the City, and the City agrees that it shall be responsible for any damages resulting from its failure to provide such services.

7. Available Services.

a. The City represents and warrants that it owns, operates and maintains a potable water supply and distribution system within its borders, and water mains and lines within the right-of-way of Illinois Route 38 bisecting the Land. At such time as the Buyer connects to the City water supply system, the Buyer shall have the right to connect to and use such system and mains and lines upon payment of customary and ordinary tap-on and user fees, which connection shall be at the northwest corner of the proposed intersection of Illinois Route 38 and the proposed arterial street as depicted on the Concept Plan. The City shall cooperate with Buyer in obtaining all easements necessary to, and shall grant Buyer access to, all City owned rights-of-way to enable Buyer's provision of potable water service to the Land, or part thereof.

8. Public Improvements. The City agrees to cooperate with any reasonable request of Buyer to the Illinois Department of Transportation ("IDOT") regarding access to Illinois Route 38 from such arterial city street and major collector road as depicted on the Concept Plan and funding of construction for such roadway improvements, including funding of any required or necessary traffic signals at the proposed intersection of such roadways and Illinois Route 38. If Buyer provides evidence to the City that it has reached agreement for the sale or lease of a portion of Parcel I to a retailer which intends to occupy more than 100,000 square feet of floor area, the City shall pay for or reimburse Buyer for the cost of any such required or necessary traffic signals on Illinois Route 38. In any event, the City agrees that it will not require traffic signal lights or other development or improvement at intersections with Illinois Route 38 affected by the development of the Land other than as may be required by IDOT, and the City will not impose responsibility for development or improvement cost on the Buyer in excess of those imposed on the Buyer by IDOT, it being understood that the City shall pay for or reimburse Buyer for the cost of any such development or improvement as provided in this paragraph.

Further, the City agrees that it will not be more restrictive than IDOT regarding location, type, design or spacing of points of access to any street, road or right-of-way within the Land.

In addition to the foregoing, the City agrees to cooperate with any reasonable request of Buyer, including any request of payment or reimbursement to IDOT regarding the widening of Illinois Route 38 at the location depicted on the Concept Plan.

9. Dedication of Public Improvements. Buyer agrees to dedicate and City agrees to accept the dedication of the public improvements contemplated by Buyer's Concept Plan so long as such public improvements have been completed to the standards specified in the Unified Ordinance, as varied hereby. The City agrees to maintain the public improvements which the Buyer dedicates to the City so long as such public improvements have been completed to the standards specified in the Unified Ordinance, as varied hereby.

10. Permits for Construction. The City agrees to issue necessary permits to the Buyer to allow (i) grading or the installation of drainage and utility facilities provided the Buyer submits a mass grading plan which complies with applicable City ordinances and (ii) construction of building foundations provided the Buyer submits exterior enclosure drawings and foundation drawings which comply with applicable City ordinances, prior to the Buyer's submission of plans for the entire building to be constructed on a lot; provided, however, that any such permits issued shall not authorize and shall not be construed to authorize or to permit construction of any portion of a building or any improvement for which plans have not been reviewed and approved by the City.

11. More or Less Restrictive Requirements.

a. More Restrictive Requirements. If, during the term of this Agreement, the provisions of the Unified Ordinance or any other applicable ordinances, codes or regulations affecting the zoning, subdivision, development, construction of improvements, buildings or appurtenances, or any other development of any kind or character upon the Land, are amended or modified in a manner so as to impose more stringent requirements with respect to the development or construction referred to herein, such increased requirements shall not be effective as applied to the Land, unless such change is agreed upon by Buyer, provided, however, that this provision shall not apply to any subsequently enacted life-safety provisions of the Unified Ordinance or other applicable ordinances.

b. Less Restrictive Requirements. If, during the term of this Agreement, any existing, amended, modified or new ordinances, codes or regulations affecting the zoning, subdivision, development, construction of improvements, buildings or appurtenances, or any other development of any kind or character upon the Land, are enacted, amended or modified in any manner to impose less restrictive requirements on development of, or construction upon, properties within the City, the benefit of such less restrictive requirements shall inure to the benefit of the Buyer.

12. Oversizing. For purposes of this Agreement, oversizing is understood to mean the construction or installation of facilities or improvements having a size or capacity that is larger than that which is on an engineering basis necessary to service the Land, or part thereof. Nothing in this Agreement shall require Buyer to pay for oversizing of any facilities or improvements for purposes of serving property other than the Land, or part thereof, it being understood that, if the City requests the oversizing of any such facilities or improvements for the benefit of property other than the Land, or part thereof, the City will pay the additional cost created by construction of such oversized facilities or improvements. Without limiting the generality of the foregoing, the City agrees that it shall pay or reimburse Buyer for costs incurred by Buyer in constructing the arterial city street depicted on the 1990 City Plan running along and within the eastern property line of the Land that would not have been incurred had Buyer constructed a City street of customary dimensions. The City agrees that Buyer shall only be responsible for the costs of traffic improvements to the Land which are required solely by reason of Buyer's intended development of the Land, notwithstanding that any traffic access and/or impact study which may be required by Section 7.12.02 of the Unified Ordinance may require additional traffic improvements. Any such traffic access and/or impact study shall separately identify requirements relating specifically to Buyer's intended development of the Land, and Buyer shall be responsible only for such requirements and not for any additional requirements.

13. Annexation and Permit Fees.

a. With respect to any portion of the Land that is zoned "PD-C" Planned Development - Commercial, there shall be no annexation fees (other than any imposed by the DeKalb Sanitary District pursuant to separate annexation agreement), utility connection fees, territorial expansion fees, impact fees, sanitary district fees, or donations of land or contributions of any kind or character whatsoever in connection with the development of such portion of the Land or part thereof, this Agreement or otherwise, and the City hereby

expressly waives the same except, when applicable, for building permit fees and water and sewer tap-on charges, as provided for by the terms of the Unified Ordinance and the Municipal Code, and the same shall be at the same rates as shall be uniformly applied throughout the City and generally for all other property and owners within the City. With respect to any portion of the Land that is zoned "PD-R" Planned Development - Residential, there shall be no impact fees, donations of land (other than as required by Section 15 hereof), or any school or park or like donations and the City hereby expressly waives the same. The City agrees that any building permit fees and water and tap-on charges provided for by the terms of the Unified Ordinance shall be at the same rates as shall be uniformly applied by the City and generally for all other property and owners within the City.

b. The City represents and warrants that no recapture fees are due and payable to any person or entity as a result of the annexation of the Land, or part thereof, to the City or as a result of connection to any utility improvement serving the City.

14. Effect of this Agreement. If any applicable existing resolutions, ordinances or interpretations thereof of the City are in any way inconsistent or in conflict with any provisions hereof, the provisions of this Agreement shall constitute lawful and binding amendments to, and shall supersede the terms of said inconsistent ordinances, resolutions or interpretations thereof, as they may relate to the Land, or part thereof.

15. Donation. Buyer agrees, promptly following recording of a final plat covering more than 100 cumulative lots or 100 cumulative dwelling units, to deed to the DeKalb Park District ("District") the portion of the Land depicted on the Concept Plan and consisting of approximately 15 acres, provided that the District agrees to (i) operate a portion of such parcel as a public park and name the same after A.U. Dodge and (ii) convey to the DeKalb Community School District #428 ("School District") a portion of such parcel, as agreed upon between the District and the School District. Buyer shall convey to the District title to such parcel subject to general real estate taxes not yet due and payable; special assessments; liens or encumbrance of a definite or ascertainable amount which can and shall be removed upon conveyance of such parcel; building, building line or use or occupancy restrictions; covenants, conditions or restrictions of record; zoning laws and ordinances; easements for utilities, roads and highways and easements pertaining thereto; rights-of-way for draining tile, ditches, feeders and laterals; and any other matters approved by the District, which approval shall not be unreasonably withheld.

16. Special Assessments and Special Districts. The City agrees that it will not levy any special assessments against the Land or any part thereof for on- or off-site improvements, or include the Land or any part thereof within any special service district for on- or off-site improvements, and agrees that, except as provided in this Agreement, the Buyer will not be required to construct or pay for any utility facilities or public improvements on the Land other than those specified herein. Nothing herein shall preclude the City from levying an assessment against the Land if such assessment is at the same rate as shall be uniformly applied throughout the City and generally for all other property and owners within the City.

17. Term and Amendments. The term of this Agreement shall be 20 years from and after the date hereof, as provided by statute. This Agreement shall be binding upon and inure to the benefit of the parties hereto, the Land and the successors and assigns of the parties hereto. This Agreement may be amended from time to time with the consent of the parties and, with respect to the parties of the Land owned by the Buyer at the time of such amendment, by the Buyer (without the consent or agreement of any other person or entity, including other owners of portions of the Land) and the City.

18. Enforcement. It is agreed that the parties hereto may in law or in equity, by suit, action, mandamus, or other proceeding, including specific performance, enforce or compel performance of this Agreement, and shall have any available rights and remedies at law or in equity.

19. Mutual Assistance. The parties hereto shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and 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 all as may be necessary to give effect to the terms and objectives of this Agreement and the intentions of the parties as reflected by said terms.

20. Sanitary Sewer. This Agreement is contingent upon the DeKalb Sanitary District extending its existing sanitary sewer service to the Land at the northwest corner of the proposed intersection of Illinois Route 38 and the proposed arterial city street as depicted on the Concept Plan, at no additional cost to Buyer other than a \$1,000.00 per acre fee imposed by the DeKalb Sanitary District.

21. Concerning Trustee. Trustee has executed this Agreement solely as Trustee, as aforesaid, and not personally, and no personal liability shall be asserted against Belvidere National Bank and Trust Company by reason of any agreement, covenant, representation, warranty or indemnity in this Agreement.

22. Purchase Agreement. Anything herein to the contrary notwithstanding, this Agreement is subject to and contingent upon consummation of the transaction contemplated by the Purchase Agreement, and in the event the transaction contemplated by the Purchase Agreement is not consummated in accordance with the terms thereof, this Agreement shall be null and void and of no force or effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BELVIDERE NATIONAL BANK AND
TRUST COMPANY, as Trustee, as
aforesaid

By: _____

Its: _____

Carol J. Leslie


Roger T. Barr

Linda Schoenburg

CITY OF DEKALB

By: _____
Mayor

And: _____
City Clerk

21. Concerning Trustee. Trustee has executed this Agreement solely as Trustee, as aforesaid, and not personally, and no personal liability shall be asserted against Belvidere National Bank and Trust Company by reason of any agreement, covenant, representation, warranty or indemnity in this Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BELVIDERE NATIONAL BANK AND
TRUST COMPANY, as Trustee, as
aforesaid

By: _____

Its: _____

Carol J. Leslie

Carol J. Leslie

Roger T. Barr

Linda Schoenburg

CITY OF DEKALB

By: *Aug. Sparrow*

Mayor

And: *Marguerite Hoyt*

City Clerk



21. Concerning Trustee. Trustee has executed this Agreement solely as Trustee, as aforesaid, and not personally, and no personal liability shall be asserted against Belvidere National Bank and Trust Company by reason of any agreement, covenant, representation, warranty or indemnity in this Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BELVIDERE NATIONAL BANK AND
TRUST COMPANY, as Trustee, as
aforesaid

By: 

James R. Cox

Its: 

Senior Vice President & Trust Officer

Carol J. Leslie

Roger T. Barr

Linda Schoenburg

CITY OF DEKALB

By: _____
Mayor

And: _____
City Clerk

21. Concerning Trustee. Trustee has executed this Agreement solely as Trustee, as aforesaid, and not personally, and no personal liability shall be asserted against Belvidere National Bank and Trust Company by reason of any agreement, covenant, representation, warranty or indemnity in this Agreement.

22. Purchase Agreement. Anything herein to the contrary notwithstanding, this Agreement is subject to and contingent upon consummation of the transaction contemplated by the Purchase Agreement, and in the event the transaction contemplated by the Purchase Agreement is not consummated in accordance with the terms thereof, this Agreement shall be null and void and of no force or effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BELVIDERE NATIONAL BANK AND
TRUST COMPANY, as Trustee, as
aforesaid

By: _____

Its: _____

Carol J. Leslie

Roger T. Barr

Linda Schoenburg
Linda Schoenburg

CITY OF DEKALB

By: _____
Mayor

And: _____
City Clerk



CHICAGO TITLE INSURANCE COMPANY

EXHIBIT A

ORDER NUMBER: 1410 000124421 DK
STREET ADDRESS: HIGHWAY 38 WEST PT SEC 16/17-21-40-4
CITY: DEKALB COUNTY: DEKALB
TAX NUMBER: 08-16-300-001-0000

LEGAL DESCRIPTION:

THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 16; THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 21, LYING NORTH OF THE CHICAGO AND NORTHWESTERN RAILWAY RIGHT OF WAY; AND THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 17; ALL IN TOWNSHIP 40 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DEKALB COUNTY, ILLINOIS.

(EXCEPTING THEREFROM A PARCEL OF LAND IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 21, LYING NORTH OF THE CHICAGO AND NORTH WESTERN RAILWAY RIGHT OF WAY, TOWNSHIP 40 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 21; THENCE NORTHERLY ON THE WEST LINE OF SAID NORTHWEST 1/4, SAID LINE HAVING A BEARING OF NORTH 0 DEGREES 18 MINUTES 13 SECONDS EAST, A DISTANCE OF 1,452.12 FEET TO THE POINT OF BEGINNING IN THE SOUTHERLY RIGHT OF WAY LINE OF A PUBLIC HIGHWAY DESIGNATED F.A. ROUTE 567 (ILLINOIS ROUTE 38); THENCE NORTHERLY ON SAID WEST LINE, SAID LINE HAVING A BEARING OF NORTH 0 DEGREES 18 MINUTES 13 SECONDS EAST, A DISTANCE OF 130.99 FEET TO A POINT IN THE NORTHERLY RIGHT OF WAY LINE OF SAID FA ROUTE 567 (ILLINOIS ROUTE 38); THENCE EASTERLY ON SAID NORTHERLY RIGHT OF WAY LINE, SAID LINE BEING THE ARC OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1,901.15 FEET AND A CHORD HAVING A BEARING OF SOUTH 80 DEGREES 36 MINUTES 05 SECONDS EAST, A CHORD DISTANCE OF 151.10 FEET TO A POINT; THENCE SOUTHEASTERLY ON SAID NORTHERLY RIGHT OF WAY LINE, SAID LINE HAVING A BEARING OF SOUTH 78 DEGREES 19 MINUTES 26 SECONDS EAST, A DISTANCE OF 319.06 FEET TO A POINT; THENCE SOUTHEASTERLY ON SAID NORTHERLY RIGHT OF WAY LINE, SAID LINE BEING THE ARC OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 42,514.85 FEET AND A CHORD HAVING A BEARING OF SOUTH 77 DEGREES 54 MINUTES 51 SECONDS EAST, A CHORD DISTANCE OF 608.01 FEET TO A POINT; THENCE EASTERLY ON A LINE HAVING A BEARING OF SOUTH 81 DEGREES 25 MINUTES 37 SECONDS EAST, A DISTANCE OF 202.61 FEET TO A POINT; THENCE SOUTHEASTERLY ON A LINE HAVING A BEARING OF SOUTH 74 DEGREES 44 MINUTES 49 SECONDS EAST, A DISTANCE OF 73.04 FEET TO A POINT IN THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 21; THENCE SOUTHERLY ON SAID EAST LINE, SAID LINE HAVING A BEARING OF SOUTH 0 DEGREES 13 MINUTES 47 SECONDS WEST, A DISTANCE OF 164.52 FEET TO A POINT; THENCE NORTHWESTERLY ON A LINE HAVING A BEARING OF NORTH 70 DEGREES 12 MINUTES 41 SECONDS WEST, A DISTANCE OF 112.90 FEET TO A POINT; THENCE WESTERLY ON A LINE HAVING A BEARING OF NORTH 80 DEGREES 04 MINUTES 55 SECONDS WEST, A DISTANCE OF 198.26 FEET TO A POINT; THENCE NORTHWESTERLY ON A LINE HAVING A BEARING OF NORTH 74 DEGREES 42 MINUTES 16 SECONDS WEST, A DISTANCE OF 99.94 FEET TO A POINT; THENCE NORTHWESTERLY ON A LINE HAVING A BEARING OF NORTH 77 DEGREES 46 MINUTES 28 SECONDS WEST, A DISTANCE OF 199.65 FEET TO POINT; THENCE NORTHWESTERLY ON A LINE HAVING A BEARING OF NORTH 75 DEGREES 47 MINUTES 02 SECONDS WEST, A DISTANCE OF 249.79 FEET TO A POINT IN THE SOUTHERLY RIGHT OF WAY LINE OF SAID FA ROUTE 567 (ILLINOIS ROUTE 38); THENCE NORTHWESTERLY ON SAID SOUTHERLY RIGHT OF WAY LINE, SAID LINE BEING THE ARC OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 42,384.85 FEET AND A CHORD HAVING A BEARING OF NORTH 78 DEGREES 17 MINUTES 07 SECONDS WEST, A CHORD DISTANCE OF 56.99 FEET TO A POINT; THENCE NORTHWESTERLY ON SAID SOUTHERLY RIGHT OF WAY LINE, SAID LINE HAVING A BEARING OF NORTH 78 DEGREES 19 MINUTES 26 SECONDS WEST, A DISTANCE OF 319.06 FEET TO A POINT; THENCE WESTERLY ON SAID SOUTHERLY RIGHT OF WAY LINE, SAID LINE BEING THE ARC OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1,771.15 FEET AND A CHORD HAVING A BEARING OF NORTH 80 DEGREES 21 MINUTES 00 SECONDS WEST, A CHORD DISTANCE OF 125.23 FEET TO THE POINT OF BEGINNING. (FOR THE PURPOSES OF THIS DESCRIPTION, THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 21 HAS BEEN ASSIGNED THE BEARING OF NORTH 0 DEGREES 18 MINUTES 13 SECONDS EAST)



CHICAGO TITLE INSURANCE COMPANY

EXHIBIT A

ORDER NUMBER: 1410 000124421 DK
STREET ADDRESS: HIGHWAY 38 WEST PT SEC 16/17-21-40-4
CITY: DEKALB COUNTY: DEKALB
TAX NUMBER: 08-16-300-001-0000

LEGAL DESCRIPTION:

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(EXCEPTING THEREFROM A PARCEL OF LAND IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 21, LYING NORTH OF THE CHICAGO AND NORTH WESTERN RAILWAY RIGHT OF WAY, TOWNSHIP 40 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 21; THENCE NORTHERLY ON THE WEST LINE OF SAID NORTHWEST 1/4, SAID LINE HAVING A BEARING OF NORTH 0 DEGREES 18 MINUTES 13 SECONDS EAST, A DISTANCE OF 1,452.12 FEET TO THE POINT OF BEGINNING IN THE SOUTHERLY RIGHT OF WAY LINE OF A PUBLIC HIGHWAY DESIGNATED F.A. ROUTE 567 (ILLINOIS ROUTE 38); THENCE NORTHERLY ON SAID WEST LINE, SAID LINE HAVING A BEARING OF NORTH 0 DEGREES 18 MINUTES 13 SECONDS EAST, A DISTANCE OF 130.99 FEET TO A POINT IN THE NORTHERLY RIGHT OF WAY LINE OF SAID FA ROUTE 567 (ILLINOIS ROUTE 38); THENCE EASTERLY ON SAID NORTHERLY RIGHT OF WAY LINE, SAID LINE BEING THE ARC OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1,901.15 FEET AND A CHORD HAVING A BEARING OF SOUTH 80 DEGREES 36 MINUTES 05 SECONDS EAST, A CHORD DISTANCE OF 151.10 FEET TO A POINT; THENCE SOUTHEASTERLY ON SAID NORTHERLY RIGHT OF WAY LINE, SAID LINE HAVING A BEARING OF SOUTH 18 DEGREES 19 MINUTES 26 SECONDS EAST, A DISTANCE OF 319.06 FEET TO A POINT; THENCE SOUTHEASTERLY ON SAID NORTHERLY RIGHT OF WAY LINE, SAID LINE BEING THE ARC OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 42,514.85 FEET AND A CHORD HAVING A BEARING OF SOUTH 77 DEGREES 54 MINUTES 51 SECONDS EAST, A CHORD DISTANCE OF 608.01 FEET TO A POINT; THENCE EASTERLY ON A LINE HAVING A BEARING OF SOUTH 81 DEGREES 25 MINUTES 37 SECONDS EAST, A DISTANCE OF 202.61 FEET TO A POINT; THENCE SOUTHEASTERLY ON A LINE HAVING A BEARING OF SOUTH 74 DEGREES 44 MINUTES 49 SECONDS EAST, A DISTANCE OF 73.04 FEET TO A POINT IN THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 21; THENCE SOUTHERLY ON SAID EAST LINE, SAID LINE HAVING A BEARING OF SOUTH 0 DEGREES 13 MINUTES 47 SECONDS WEST, A DISTANCE OF 164.52 FEET TO A POINT; THENCE NORTHWESTERLY ON A LINE HAVING A BEARING OF NORTH 70 DEGREES 12 MINUTES 41 SECONDS WEST, A DISTANCE OF 112.90 FEET TO A POINT; THENCE WESTERLY ON A LINE HAVING A BEARING OF NORTH 80 DEGREES 04 MINUTES 55 SECONDS WEST, A DISTANCE OF 198.26 FEET TO A POINT; THENCE NORTHWESTERLY ON A LINE HAVING A BEARING OF NORTH 74 DEGREES 42 MINUTES 16 SECONDS WEST, A DISTANCE OF 99.94 FEET TO A POINT; THENCE NORTHWESTERLY ON A LINE HAVING A BEARING OF NORTH 77 DEGREES 46 MINUTES 28 SECONDS WEST, A DISTANCE OF 199.65 FEET TO POINT; THENCE NORTHWESTERLY ON A LINE HAVING A BEARING OF NORTH 75 DEGREES 47 MINUTES 02 SECONDS WEST, A DISTANCE OF 249.79 FEET TO A POINT IN THE SOUTHERLY RIGHT OF WAY LINE OF SAID FA ROUTE 567 (ILLINOIS ROUTE 38); THENCE NORTHWESTERLY ON SAID SOUTHERLY RIGHT OF WAY LINE, SAID LINE BEING THE ARC OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 42,384.85 FEET AND A CHORD HAVING A BEARING OF NORTH 78 DEGREES 17 MINUTES 07 SECONDS WEST, A CHORD DISTANCE OF 56.99 FEET TO A POINT; THENCE NORTHWESTERLY ON SAID SOUTHERLY RIGHT OF WAY LINE, SAID LINE HAVING A BEARING OF NORTH 78 DEGREES 19 MINUTES 26 SECONDS WEST, A DISTANCE OF 319.06 FEET TO A POINT; THENCE WESTERLY ON SAID SOUTHERLY RIGHT OF WAY LINE, SAID LINE BEING THE ARC OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1,771.15 FEET AND A CHORD HAVING A BEARING OF NORTH 80 DEGREES 21 MINUTES 00 SECONDS WEST, A CHORD DISTANCE OF 125.23 FEET TO THE POINT OF BEGINNING. (FOR THE PURPOSES OF THIS DESCRIPTION, THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 21 HAS BEEN ASSIGNED THE BEARING OF NORTH 0 DEGREES 18 MINUTES 13 SECONDS EAST)

EXHIBIT B
Concept Plan

Unofficial

STATE OF ~~ILLINOIS~~ ^{FLORIDA}
COUNTY OF PALM

)
)
) SS.

I, Dianne Ives, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Roger T. Barr, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 18th day of Oct., 1993.

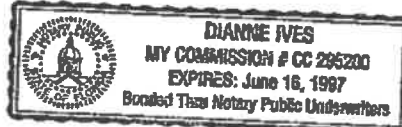
X Dianne Ives
Notary Public

My Commission Expires: _____

STATE OF ILLINOIS

COUNTY OF _____

)
)
) SS.



I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Linda Schoenburg, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 1993.

Notary Public

My Commission Expires: _____

STATE OF ILLINOIS

COUNTY OF _____

)
) ss
)

I, _____, do hereby certify that R. Robert Funderburg, Jr., personally known to me to be the _____ of Belvidere National Bank and Trust Company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____, he signed and delivered the said instrument as _____ of said bank, acting as Trustee under Trust Agreement dated as of July 19, 1994, pursuant to authority set forth in the Trust Agreement as his free and voluntary act, and as the free and voluntary act and deed of said bank, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 19____.

Notary Public

My commission expires: _____

STATE OF ILLINOIS

COUNTY OF DeKalb

)
) ss.
)

I, John R. Cornielle, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Carol J. Leslie, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 19 day of October, 1994.

John R. Cornielle
Notary Public

My Commission Expires: _____

OFFICIAL SEAL
JOHN R. CORNEILLE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8-14-98

94013888

STATE OF ILLINOIS

COUNTY OF Bonne

) ss

I, the undersigned, do hereby certify that James R. Cox, personally known to me to be the SVP & TO of Belvidere National Bank and Trust Company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such SVP & TO, he signed and delivered the said instrument as SVP & TO of said bank, acting as Trustee under Trust Agreement dated as of July 19, 1994, pursuant to authority set forth in the Trust Agreement as his free and voluntary act, and as the free and voluntary act and deed of said bank, for the uses and purposes therein set forth.

Given under my hand and official seal, this 19 day of October, 1994.

Linda L. Crank
Notary Public

My Commission expires



STATE OF ILLINOIS

COUNTY OF _____

) ss

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Carol J. Leslie, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 1993.

Notary Public

My Commission Expires: _____

94013888

STATE OF ILLINOIS

)
) SS.
)

COUNTY OF _____

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Roger T. Barr, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 1993.

Notary Public

My Commission Expires: _____

STATE OF ILLINOIS

)
) SS.
)

COUNTY OF DeKalb

I, John R. Corneille, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Linda Schoenburg, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

October GIVEN under my hand and notarial seal this 19 day of _____, 1993.

Notary Public

My Commission Expires: _____

OFFICIAL SEAL
JOHN R. CORNEILLE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 2-14-98

STATE OF ILLINOIS)

) ss

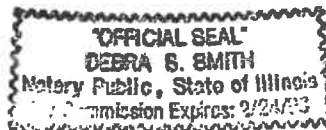
COUNTY OF DEKALB)

I, the undersigned, the undersigned, a notary public in and for the County and State aforesaid, do hereby certify that Greg Sparrow, personally known to me to be the Mayor of the City of DeKalb, a municipal corporation, and Marguerite Hoyt, personally known to me to be the City Clerk of said municipal corporation, and personally known to me to be the same persons those names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged as said City Mayor and City Clerk they executed said instrument as City Mayor and City Clerk of said City of DeKalb and caused the corporate seal of said City of DeKalb to be affixed thereon, pursuant to the authority given by the Board of Trustees of said City of DeKalb as their free and voluntary act and as the free and voluntary act of said City the uses and purposes therein set forth.

Oct Given under my hand and official seal, this 19th day of 1994.

Debra S. Smith
Notary Public

My commission expires: _____



94013888

RECORDER'S NOTE

ON THE ADVICE OF THE DEKALB COUNTY STATES ATTORNEY'S OFFICE THE FOLLOWING STATEMENT IS BEING ADDED TO THIS DOCUMENT.

LEGIBILITY OF WRITING, TYPING OR PRINTING IS UNSATISFACTORY ON PORTIONS OF THIS DOCUMENT AND DO NOT COMPLY WITH THE MINIMUM STANDARDS OF THE STATE RECORDS COMMISSION AS REQUIRED BY THE ILLINOIS COMPILED STATUTES CHAPTER 55, § 5/3-5013. THEREFORE THIS DOCUMENT MAY NOT BE REPRODUCIBLE IN IT'S ENTIRETY.

(EXHIBIT B, MAP)

PAGE NUMBERS AFTER 14 ARE NOT CONSISTENT.

X

Unofficial

94013888

RECORDER'S NOTE

ON THE ADVICE OF THE DEKALB COUNTY STATES ATTORNEY'S OFFICE THE FOLLOWING STATEMENT IS BEING ADDED TO THIS DOCUMENT.

LEGIBILITY OF WRITING, TYPING OR PRINTING IS UNSATISFACTORY ON PORTIONS OF THIS DOCUMENT AND DO NOT COMPLY WITH THE MINIMUM STANDARDS OF THE STATE RECORDS COMMISSION AS REQUIRED BY THE ILLINOIS COMPILED STATUTES CHAPTER 55, § 5/3-5013. THEREFORE THIS DOCUMENT MAY NOT BE REPRODUCIBLE IN IT'S ENTIRETY.

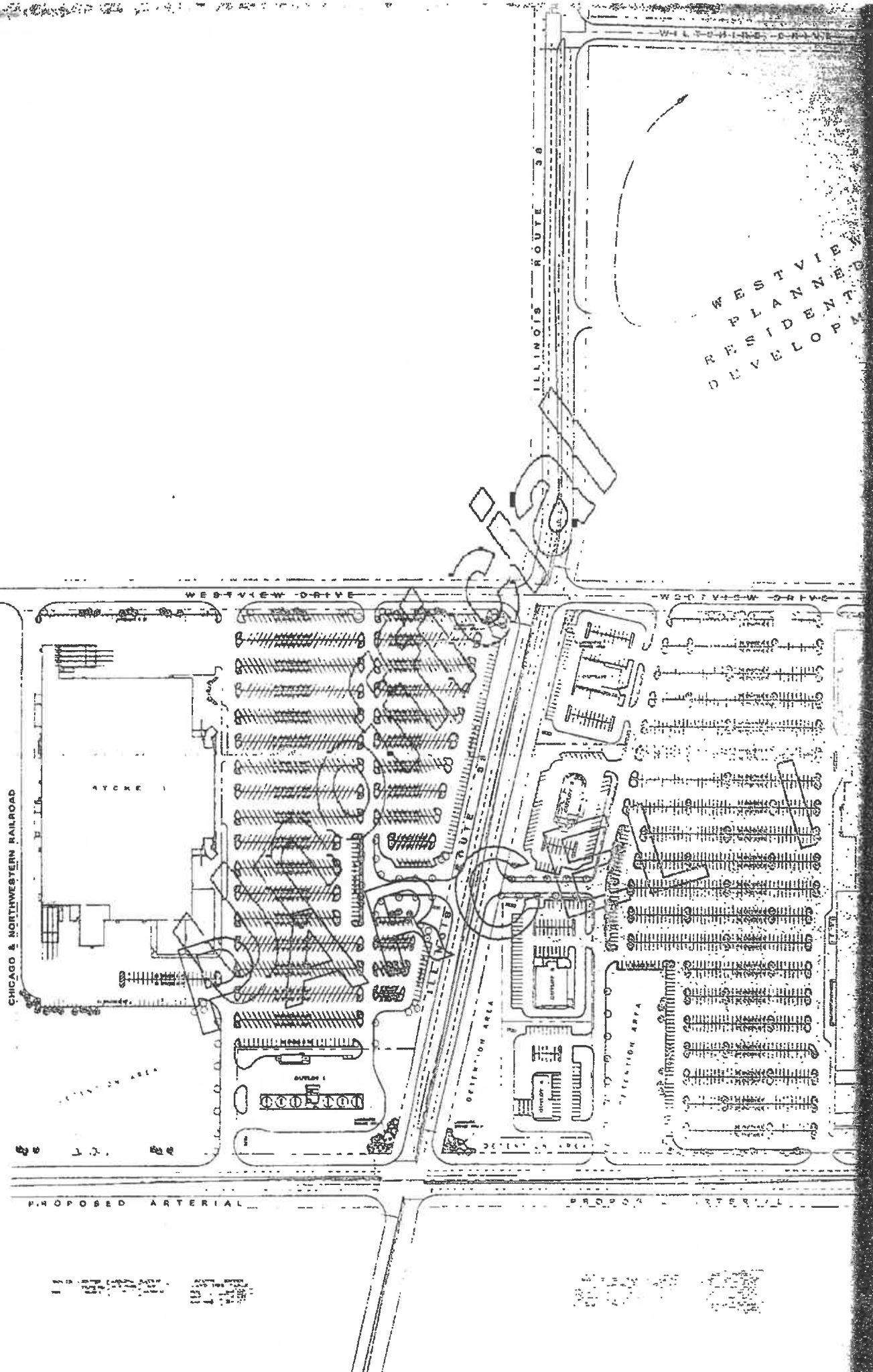
(EXHIBIT B, MAP)

PAGE NUMBERS AFTER 14 ARE NOT CONSISTENT.

X

Unofficial

94013888



WESTVIEW
PLANNED
RESIDENTIAL
DEVELOPMENT

WESTVIEW DRIVE

STORE

STORE

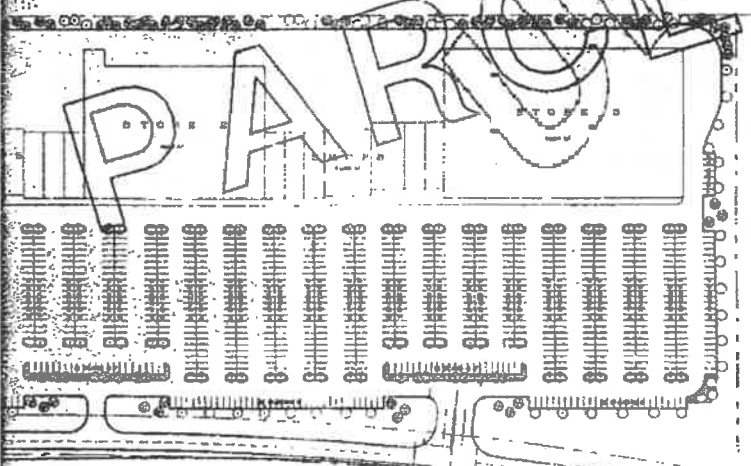
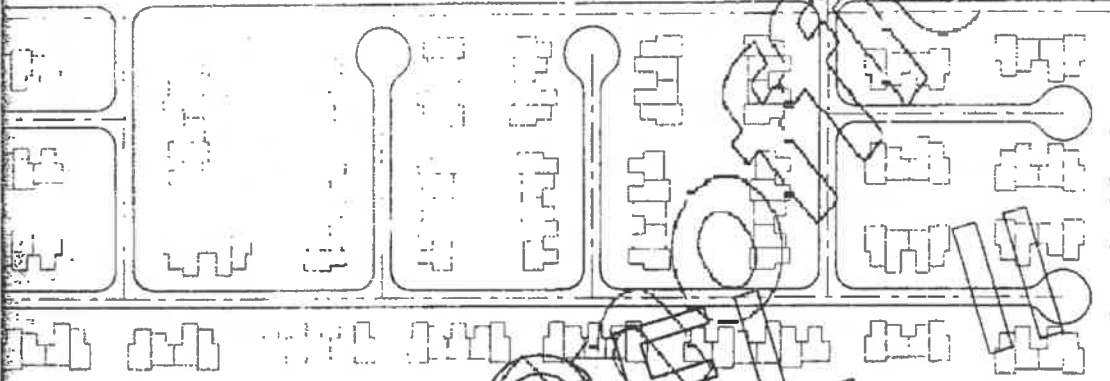
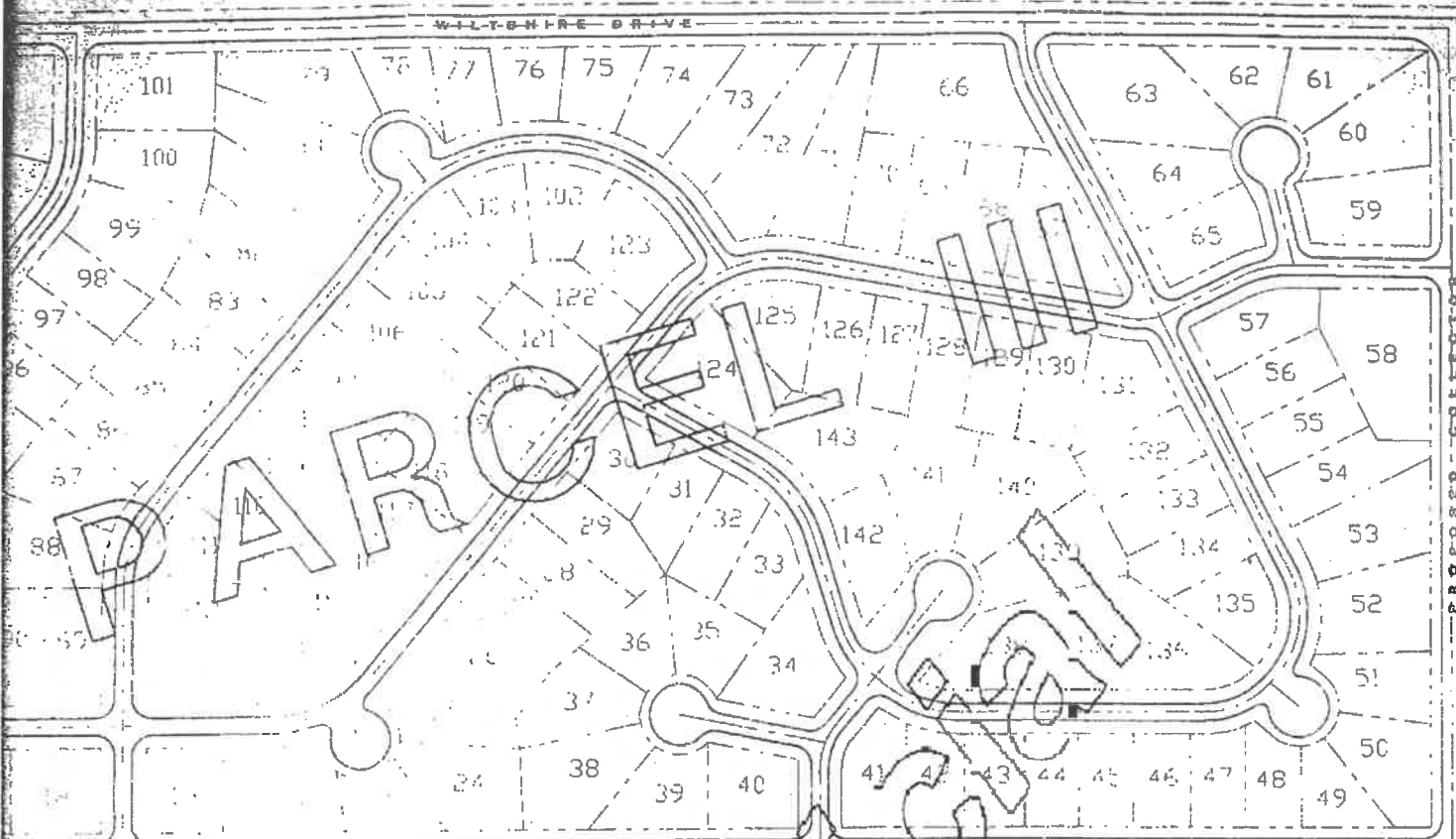
STORE

ED ARTERIAL

NOTES: 1. ALL LOTS TO BE DEVELOPED WITHIN 12 MONTHS OF DATE OF SALE. 2. ALL LOTS TO BE DEVELOPED WITHIN 12 MONTHS OF DATE OF SALE. 3. ALL LOTS TO BE DEVELOPED WITHIN 12 MONTHS OF DATE OF SALE.



WILTSIRE DRIVE



15.22 ACRES
SCHOOL
AND PARK

REGIONAL
DETENTION AREA
(11.4 ACRES)

PROPOSED ARTERIAL

STATION		DATE		TIME		WIND		TEMP		HUMID		PRESS		SEA		WAVE		SWELL		VISIB		CLOUD		REMARKS	
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26
27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	
52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	
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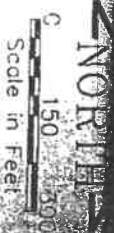
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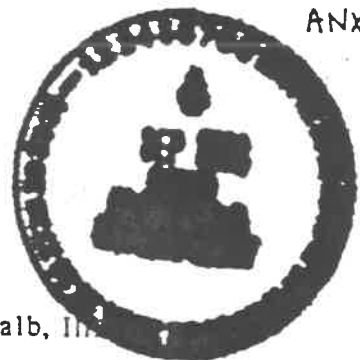
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CITY OF DEKALB
ANNEXATION PETITION

To: City Clerk, Honorable Mayor, and City Council of the City of DeKalb, Ga.

From: Petitioner(s): DareCloud Development, Inc.

Mailing Address: 1700 North Alpine Road, Suite 311, Rockford, IL 61107

Telephone: (815) 398-9797

Petitioner's Representative: Gregory W. Brown, Vice President and CFO

Mailing Address: 1700 North Alpine Road, Suite 311, Rockford, IL 61107

Telephone: (815) 398-9797

1. The petitioner hereby petitions the City of DeKalb to annex the following property:

A. Legal Description (if necessary, attach the full legal description on a separate sheet of paper):

see attached

B. Street Address or Common Location: The Barr Estate Farm, Route 38

C. Size (square feet or acres): 226 acres (mol)

D. Number of electors (i.e. anyone who is registered to vote) who reside on the property to be annexed: none

E. Property to be annexed is (x) is not () contiguous to the existing corporate limits of the City of DeKalb.

F. Reason for the Request: On a separate sheet of paper, describe the reasons for requesting the annexation. Also, indicate whether or not the proposed annexation would a) be in conformance with the City's Comprehensive Plan, and b) negatively impact the general public health, safety, and welfare.

2. The petitioner hereby submits the following required information:

(x) Vicinity map of the area proposed to be annexed,

(x) One original and 6 copies of a Corporate Limits Extension Map or Plat of Survey of the property to be annexed,

(x) Signatures of the majority of the electors residing on the property to be annexed,

(x) Petition fee (\$150.00).

3. The petitioner hereby states that a pre-application conference was* (x) was not () held with City staff prior to the submittal of this petition.

*Date of pre-application conference: 5/4/94, 7/28/94, 8/18/94

Those in attendance: Mark Biernacki, Russ Farnum, Pam Blickem, Ralph Tompkins

(Note to petitioner: A pre-application conference with staff is highly encouraged in order to avoid delays and to help in the timely processing of this petition.)

4. The petitioner hereby agrees that this petition will be placed on the City Council's agenda only if it is completed in full and submitted in advance of established deadlines.



2

5. The petitioner hereby () states that all territorial expansion fees will be paid prior to filing of this annexation with the City Recorder's office.
(x) requests the City Council waive all territorial expansion fees.
6. The petitioner has read and completed all of the above information and affirms that it is true and correct.
7. Petitioner/property owner hereby gives the City of DeKalb permission to post a public notice sign(s) on the subject property.

[Signature]
Petitioner

9/7/94
Date

Petitioner

Date

Subscribed and sworn to before me
this ____ day of _____, 19__.

Seal

Notary Public

I hereby affirm that I am the legal owner (or authorized agent or representative - proof attached) of the subject property and authorize the petitioner to pursue this annexation petition as described above (petitioner must sign if he/she is the owner).

[Signature] - Attorney and
Owner's Signature authorized representative for Dunes
Date

9-5-94

Owner's Signature

Date

Subscribed and sworn to before me
this 5th day of September, 1994.



[Signature]
Notary Public

----- Staff Use Only -----

[Signature]
City Clerk

Planning Department
Is petition completed in full? ____yes ____no
Date Received: _____
Received by: _____
Hearing Date: _____

stamp

Attachment to DareCloud Development Annexation Petition

A portion of this land was annexed to the City of DeKalb in prior years to accomplish the annexation and rezoning of the property commonly know as Westview Subdivision (Forster property). Westview is directly adjacent to the Barr Estate Farm's western border. DareCloud Development is requesting annexation of the remainder of the Barr property to further extend the corporate limits of the City and promote sound planning and development consistent with the Unified Development Ordinance (UDO). Further, we believe annexation will allow for the highest and best use of the land, increase the tax base of the City, provide employment opportunities and generally enhance the public health and safety of the City.

As part of this Petition, we are also submitting an Annexation Agreement that contains the following zoning requests:

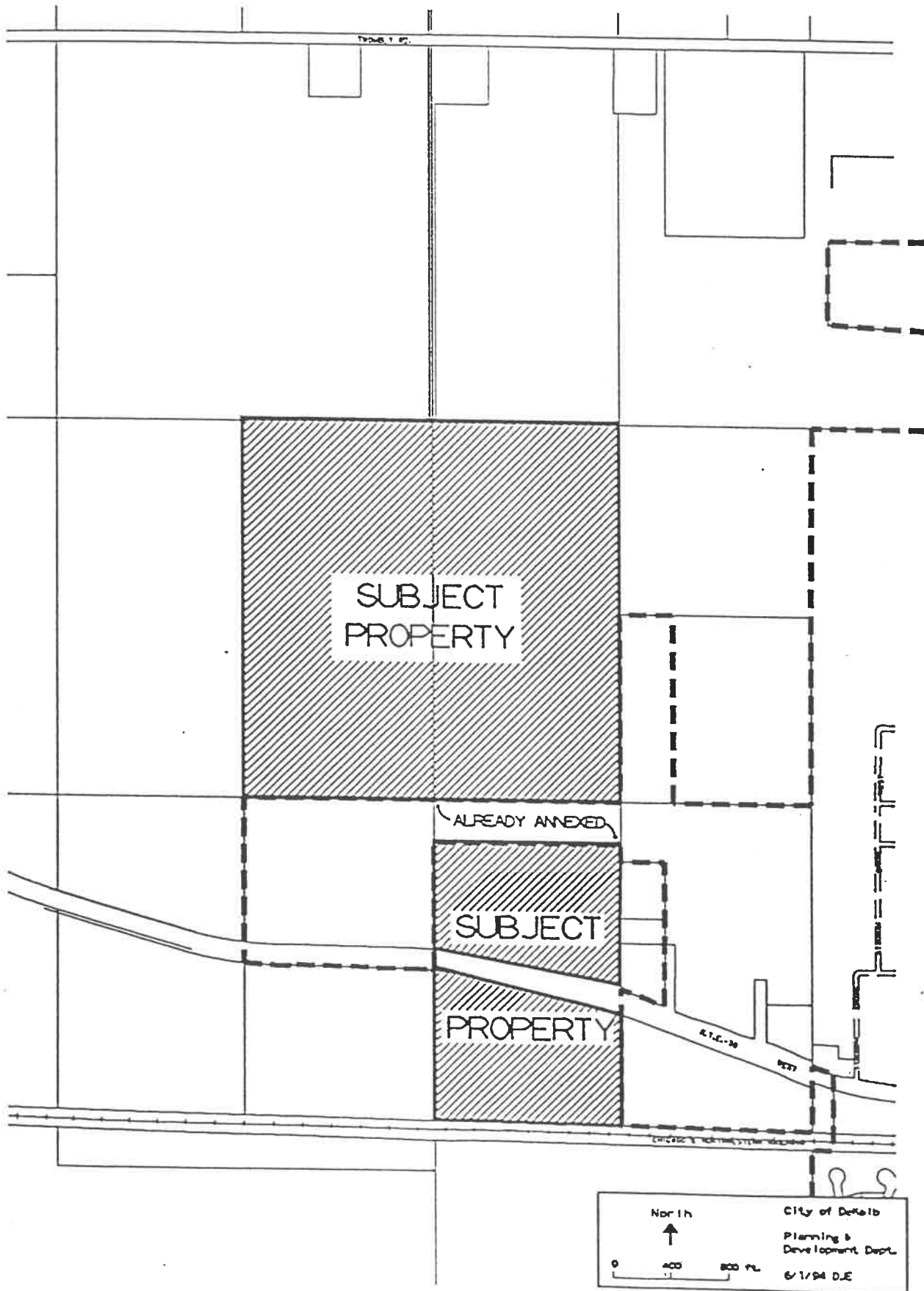
- + PD-R (Planned Development Residential), limited to no more than 143 single family dwelling units on approximately 81 acres
- + PD-R (Planned Development Residential), limited to no more than 150 multi-family dwelling units on approximately 41 acres
- + PD-C (Planned Development Commercial) for the land fronting on Lincoln Highway and the proposed major Arterial Road - approximately 89 acres
- + Unzoned for approximately 15 acres, this land will be donated to the School District for use as a school/park site

The single family and multi-family zoning would be consistent with the Comprehensive Plan. Although the school/park site and commercial zoning would not be consistent with the Plan, we believe the change will have a positive impact on the community. The school/park site will provide no cost land and more important will reserve a location for the School District when a school is needed to serve the residential growth in this area. The commercial zoning will expand the tax base of the City and generate sales tax/property tax dollars that will help cover the cost of providing services to the west side of the City.

The Annexation Agreement also contains a provision that states this annexation action is subject to consummation of the purchase/sale transaction contemplated by a purchase agreement entered into by and between Petitioner and Owner. In the event the transaction is not consummated in accordance with the terms of said agreement, this Annexation Petition shall be null and void and of no force or effect.

BARR PROPERTY ANNEXATION

LOCATOR MAP





ASSOCIATES.

"OFFICIAL SEAL"
WANDA CROOM
Notary Public, State of Illinois
My Commission Expires 12-20-95

Ordinance 1994-140

After an extensive search, the original recorded document referenced in Ordinance 1994-140 as cannot be located.

The search for this document will continue.

Ruth Scott
Executive Assistant
May 18, 2020