

**AUTHORIZING AN ANNEXATION AND DEVELOPMENT AGREEMENT WITH
JJK 343, LLC (PROJECT WILDCAT).**

WHEREAS, the City of DeKalb (the "City") is a home rule unit of local government and may exercise any power and perform any function pertaining to its government and affairs pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

WHEREAS, pursuant to 65 ILCS 5/11-15.1-1, *et seq.*, the City may enter into an annexation agreement with one or more owners of record of land in unincorporated territory; and

WHEREAS, JJK 343, LLC is the owner of the ChicagoWest Business Center and approximately 160 acres of property that is located in unincorporated DeKalb County, is contiguous to the City's corporate limits, is adjacent to the ChicagoWest Business Center, and is legally described in Exhibit A to the Annexation and Development Agreement attached hereto and incorporated herein as Exhibit A to this Ordinance (the "Property"); and

WHEREAS, the City and JJK 343, LLC negotiated the Annexation and Development Agreement in the form attached hereto and incorporated herein as Exhibit A (the "Agreement") to annex the Property and to develop the Property in multiple phases with an approximately 1,240,000 square foot building and a 936,000 square foot building for a distribution, packaging, and storage company (the "Project"); and

WHEREAS, on August 1, 2022, upon due notice as provided by law, the City's Planning and Zoning Commission held a public hearing on the rezoning of the Property to allow for the development of the Project and recommended the approval of the rezoning; and

WHEREAS, on August 8, 2022, upon due notice as provided by law, the City's corporate authorities held a public hearing on the Agreement; and

WHEREAS, the City's corporate authorities find that approving the Agreement is in the City's best interests for the protection of the public health, safety, and welfare; and

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

SECTION 1: The recitals to this Ordinance are true, material, adopted and incorporated herein as Section 1 to this Ordinance.

SECTION 2: The City's corporate authorities, by a vote of two-thirds then holding office, approve the Agreement attached hereto and incorporated herein as Exhibit A. The City's corporate authorities further authorize and direct the Mayor to execute the Agreement on the City's behalf, the Executive Assistant to attest the Agreement on the City's behalf, and the City Manager to take all necessary acts to effect the Agreement.

SECTION 3: The City Manager and his designee are authorized to record this Ordinance in the DeKalb County Clerk and Recorder's Office.

SECTION 4: This Ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such ordinance should (a) contain terms contrary to

the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the City's corporate authorities that to the extent this Ordinance is inconsistent with any non-preemptive state law, this Ordinance shall supersede state law in that regard within its jurisdiction.

SECTION 5: Pursuant to 65 ILCS 5/1-2-4, the City's corporate authorities find that it is urgent for this Ordinance to take effect immediately upon its passage and approval.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a Regular meeting thereof held on the 8th day of August 2022 and approved by me as Mayor on the same day. Passed on First Reading by an 8-0 roll call vote. Aye: Morris, Larson, Smith, Perkins, McAdams, Verbic, Faivre, Barnes (Remote). Nay: None. Second Reading waived by an 8-0 roll call vote. Aye: Morris, Larson, Smith, Perkins, McAdams, Verbic, Faivre, Barnes (Remote). Nay: None.




COHEN BARNES, Mayor

ATTEST:



Ruth A. Scott, Executive Assistant

EXHIBIT A
(Project Wildcat Annexation and Development Agreement)

ANNEXATION AND DEVELOPMENT AGREEMENT
(Project Wildcat)

This Annexation and Development Agreement (the “Agreement”) is made and entered on August 8, 2022 (the “Effective Date”), by and between the City of DeKalb, an Illinois home rule municipal corporation (the “City”), and JJK 343, LLC, an Illinois limited liability company (the “Owner”).

RECITALS:

WHEREAS, Owner is the current owner of property legally described on Exhibit A, a copy of which is attached hereto and incorporated herein (the “Property”); and

WHEREAS, the Property consists of approximately 160 acres in size and is generally located north of Gurler Road, south of I-88, east of Crego Road, and west of Peace Road, which will be an expansion of the ChicagoWest Business Center; and

WHEREAS, the Property is located entirely within unincorporated DeKalb County and is contiguous to the City’s corporate limits; and

WHEREAS, the Property is located entirely within the Interstate Competition Market (the “ICM”) of the DeKalb County Enterprise Zone (the “DCEZ”); and

WHEREAS, Owner, or its contractor or developer, intends to develop the Property in phases, with the first phase consisting of an approximately 1,240,000 square foot building and the second phase consisting of an approximately 936,000 square foot building, for a distribution, packaging, and storage company (the “Project”); and

WHEREAS, Owner filed a Petition for Annexation (the “Petition”) to the City, pursuant to 65 ILCS 5/7-1-8, which stated under oath that the Petition was signed by Owner and there are no electors residing on the Property; and

WHEREAS, Owner gave all notices required under 65 ILCS 5/7-1-1; and

WHEREAS, Owner also submitted an application to the City for zoning approval of the Property upon its annexation into the City (the “Zoning Application”); and

WHEREAS, the Petition and the Zoning Application were reviewed by City Staff and referred to the City's Planning and Zoning Commission (the “PZC”); and

WHEREAS, on August 1, 2022, upon due notice as provided by law, the PZC held a public hearing on the Petition and the Zoning Application and made findings of fact and recommendations regarding the Petition and the Zoning Application; and

WHEREAS, the City's corporate authorities reviewed the Petition, the Zoning Application, Staff reports, the PZC's findings of fact and recommendations, and a proposed annexation agreement that was substantially similar to this Agreement; and

WHEREAS, on August 8, 2022, upon due notice as provided by law, the City's corporate authorities held a public hearing on this proposed Agreement; and

WHEREAS, Owner is legally authorized to enter into this Agreement with the City and to perform all of Owner's undertakings and covenants set forth herein; and

WHEREAS, the City's corporate authorities find that approving this Agreement is in the City's best interests to further the City's growth, increase the taxable value of property within the City, and otherwise protect the public health, safety, morals, and welfare of the City and its residents.

NOW, THEREFORE, in consideration of the promises, undertakings and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged by the parties hereto, the City and Owner, agree as follows:

1.0 Recitals: The foregoing recitals are true, correct, material, adopted, and incorporated into this Agreement as if fully set forth in this section.

2.0 Annexation:

2.1 Owner submitted the Petition to annex the Property to the City, which fully complies with the requirements of 65 ILCS 5/7-1-8, and a plat of annexation depicting the Property to be annexed to the City. Following the approval of this Agreement on August 8, 2022, the City's corporate authorities shall adopt an ordinance annexing all of the Property, and all unincorporated highways contiguous thereto, into the City's corporate limits in the same or substantially similar form as Exhibit B attached hereto and incorporated herein (the "Annexation Ordinance"). The City shall, as soon as reasonably practicable following the approval of the Annexation Ordinance, record and file copies of the Annexation Ordinance and Plat of Annexation with the DeKalb County Clerk and Recorder.

2.2 Owner shall not seek to disconnect any part of the Property from the City during the term of this Agreement.

3.0 Zoning:

3.1 Immediately following the adoption of the Annexation Ordinance, the City's corporate authorities shall adopt a zoning ordinance in the same or substantially similar form as Exhibit C attached hereto and incorporated herein (the "Zoning Ordinance") that: (1) rezones the Property from the SFR1 Single-Family Residential District to the "PD-I" Planned Development – Industrial District; (2) permits a distribution, packaging, and storage facility as a permitted land use for the zoning of the Property, among other uses permitted in the "PD-I" zoning district; (3) permits accessory uses as permitted land uses for the zoning of the Property; (4) approves the Preliminary Development Plan dated July 26, 2022 in the same or substantially similar form as Exhibit D attached hereto and incorporated herein (the "Preliminary Development Plan"); (5) approves the Final Plat of

Subdivision dated July 19, 2022 in the same or substantially similar form as Exhibit E attached hereto and incorporated herein (the “Final Plat”); and (6) approves an exception or waiver to: (i) the maximum height requirements under the City’s Unified Development Ordinance (the “UDO”) to permit a building height not to exceed 140 feet above grade as shown on the architectural elevations dated July 26, 2022 as shown on Exhibit F attached hereto and incorporated herein; (ii) the maximum site coverage requirements under the UDO to permit a maximum coverage ratio of eighty percent (80%); (iii) the minimum parking stall dimensions under the UDO to permit minimum parking stall dimensions of 9’ x 18’; and (iv) the UDO’s procedures for Final Development Plan Review and Approval to allow City Staff to review and approve the Final Development Plan for substantial compliance with the Preliminary Development Plan prior to the construction of the Project, and if City Staff determines that the Final Development Plan substantially complies with the Preliminary Development Plan, then neither the City’s corporate authorities nor the City’s Planning and Zoning Commission need to review and approve the Final Development Plan. Except as may otherwise be provided by this Agreement (including all Exhibits hereto), any use or development of the Property shall conform to the “HI” Heavy Industrial District standards and the UDO’s requirements. Without limiting the foregoing, the City shall support, and take all reasonable actions to effect, the following: (i) the construction of a ComEd substation in the southeast corner of the Property including, but not limited to, two (2) curb cuts to be constructed for the substation; (iii) the location on the Property of to-be-constructed ancillary buildings for maintenance, truck wash, guard house and similar, ancillary purposes; (iv) the elimination of sidewalks along rights of way adjacent to the Property and the elimination

of parking setbacks on the internal lot line(s), but not the perimeter, of the Property; and (v) the extension of the railroad spur to the Property.

3.2 The zoning classification of the Property shall remain in effect from and after the adoption of the Zoning Ordinance, unless an amendment or change is sought by Owner or its assigns or successors in interest. Notwithstanding the foregoing to the contrary, the Parties agree that if the City amends the UDO's zoning classifications, the regulations established by such an amended zoning classification shall not be more restrictive than, and shall not impose greater limitations on the development, use or enjoyment of the Property than the PD-I zoning district.

4.0 DCEZ Property Tax Abatement: Subject to Owner's compliance with the DCEZ's requirements for the ICM Property Tax Abatement (the "Abatement"), the City shall support the application for the Abatement and take all actions that may be reasonably necessary to effect the Abatement; provided, however, that the Parties stipulate that the Abatement is subject to the qualification of the DCEZ Administrator, concurrence by the DCEZ Advisory Board, and issuance of the Building Material Exemption Certificates by the Illinois Department of Revenue.

5.0 Development/Redevelopment of the Property: Except as may be provided by this Agreement, the construction, development, maintenance, and ownership of the Property shall conform to the requirements of the UDO, the City's Municipal Code, and applicable State and Federal law, rules, and regulations.

6.0 City Fees: The City agrees that it shall not impose any new types or classifications of land development, subdivision, impact or building permit fees, donations, requirements, costs, or impositions that were not in existence as of the Effective Date upon the Property or the Property's owner(s) in connection with the Project

during the term of this Agreement, except to the extent that such are imposed pursuant to ordinance and uniformly applied to similar properties throughout the City. The City shall waive its fees for the Petition and this Agreement. Owner shall pay all other City fees related to the Property and the Project that are not expressly waived by this Agreement including, but not limited to, Map Amendment (Rezoning), Planned Development Preliminary Plan, Minor Subdivision Plat; provided, however, that all such fees shall not exceed a cumulative total of \$1,300.00. Owner or its contractor or developer shall also pay all City building plan review and permit fees, engineering fees, and construction inspection fees for the Project when and as the same become due and payable.

7.0 Building and Other Permits: Owner, its contractors, or its duly authorized representatives may apply for building permits to begin construction upon the Property or any portion of the Property for the Project (the “Permits”). The City shall issue the Permits within 10 business days of the date of receipt of a complete set of building plans, building permit application(s), and payment of all fees and costs for the Permits; provided, however, that the application for the Permits complies with all requirements of the City’s Municipal Code and this Agreement. The City agrees to support phased permitting for the Project. If the City requires third-party services to perform its duties relating to the issuance of the Permits, then the City shall retain such services from a third-party contractor who is mutually agreed upon by the Parties; provided, however, that Owner, its contractor or developer shall pay all fees and costs for the third-party services and the City shall not be obligated to issue permits that are subject to the third-party services within 10 business days.

8.0 Utilities: The Parties stipulate that the Property is annexed to the Kishwaukee Water Reclamation District (the “KWRD”) and shall be developed with

adequate water and sewer systems as prescribed by the KWRD. The City shall have no responsibility to provide such utilities or improvements to the Property under this Agreement.

9.0 Roadway and Other Public Improvements:

9.1 Any on-site roadway or other public improvements, including water lines, mains, gates, valves, hydrants and other appurtenances in the Property, required by Owner's future development of any portion of the Property as shown in the Preliminary Development Plan (the "Roadway Improvements") shall be constructed by Owner or its contractor or developer at no cost to the City, in accordance with the standards therefor established by the City's Municipal Code. The City shall have no responsibility for the construction of the Roadway Improvements; provided, however that the City represents and warrants to Owner that the Roadway Improvements (including without limitation, the curb-cuts relating thereto) as shown in the Preliminary Development Plan are sufficient for their intended public purpose, and are acceptable to the City and its engineer. Subject to compliance with applicable law, the City shall approve, or support the approval of, all agreements, applications, approvals, and permits for the Roadway Improvements. The completion of the construction of the Roadway Improvements shall be secured by a payment and performance bond to be posted by Owner or its contractor or developer which may be enforced at a location located in either: (1) City of DeKalb, Illinois; or (2) within Illinois at a location within 50 miles from the City of DeKalb, Illinois. The amount of such payment and performance bond shall be one hundred ten percent (110%) of the estimated cost to construct the Roadway Improvements as reasonably determined by the City Engineer. Owner or its contractor or developer shall be responsible for providing the City with copies of all engineering drawings and plans for

the Roadway Improvements prior to the commencement thereof for review and approval by the City which review and approval shall be completed within fifteen (15) days of submission by Owner to City. Upon completion of the Roadway Improvements, the City shall inspect same within fifteen (15) days of its receipt of notice from Owner of said completion. The City's corporate authorities shall by Resolution accept the dedication of the Roadway Improvements (together with the necessary easements and right-of-way therefore), if any, from Owner only after: (1) the City Engineer certifies that the Roadway Improvements have been completed in a manner that complies with the City's applicable laws; (2) the City receives an executed bill of sale, quit claim deed, or dedication giving title to the City of all Roadway Improvements; (3) the City receives accurate as-built drawings identifying the place and location of all Roadway Improvements; (4) the City receives and approves of accurate plats of dedication for the portion of the Property improved with the Roadway Improvements to be dedicated to the City; (5) the City's receipt of a maintenance bond in an amount equal to 100% of the cost of the Roadway Improvements as determined by the City Engineer which security shall be applicable and in force and effect for a one (1) year period following substantial completion of the Roadway Improvements as reasonably determined by the City Engineer; and (6) reasonable documentation establishing that the dedication to be accepted is free and clear of any and all liens and encumbrances, including any mechanics liens. Following the City's acceptance of the Roadway Improvements as evidenced by the dedication thereof, the City shall thereafter be solely responsible for the operation, maintenance, repair and replacement thereof. Prior to dedication of the Roadway Improvements, Owner shall also be responsible to repair or replace any Roadway Improvements damaged by the use of such improvements in conjunction with construction within the Property. Except only for

the Roadway Improvements constructed and dedicated as contemplated by this Section 9.1, the City shall not require any contribution or dedication for road or highway impacts.

9.2 In the event that Owner constructs and installs any roadway or other public improvements, whether on or off-site, and Owner, upon the request of the City, elects to construct and install such roadway or other public improvements in a fashion designed and intended to benefit owners, developers or users of property other than the Property, then the City and Owner shall enter into a recapture agreement in accordance with 65 ILCS 5/9-5-1, *et seq.*, which shall provide, among other things, that Owner shall be entitled to reimbursements from the owners, developers and users of property other than the Property benefited by such roadway or other public improvements of that portion of the actual costs, together with reasonable interest thereon, to design, construct and install such additional improvements which the City deems to have been incurred for, and to have inured to, the benefit of the owners, developers or users of currently undeveloped property other than the Property.

10.0 Miscellaneous:

10.1 The Parties stipulate that the individuals who are the City's corporate authorities are entering into this Agreement in their corporate capacities and shall have no personal liability in their individual capacities.

10.2 (a) This Agreement shall be valid and binding for a term of twenty (20) years after the Effective Date, upon the Parties, together with their respective successors and assigns, and is further intended to be binding upon each successive lot owner of any lots of record created by the approval and recording of any Final Plats and shall constitute a covenant running with the land. The City shall record this Agreement with the DeKalb County Clerk and Recorder's Office. The City shall execute a recordable release of this

Agreement upon Owner's written request any time after dedication of the Roadway Improvements to the City.

(b) Owner may assign this Agreement without City approval, but only in connection with its conveyance of all or any part of the Property, and upon said assignment and acceptance by an assignee, Owner shall have no further obligations hereunder as to the Property or that portion of the Property conveyed, but shall continue to be bound by this Agreement and shall retain the obligations created thereby to the extent any of the Property is retained and not conveyed. If Owner, or its successors or assigns sell a portion of the Property, then, upon the closing of such sale and the transfer of fee title to the relevant portion of the Property, such seller shall be deemed to have assigned to the purchaser any and all rights and obligations it may have under this Agreement (excluding rights of recapture) 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 so conveyed, but any such seller shall retain any rights and obligations it may have under this Agreement with respect to any part of the Property retained and not conveyed by such seller. If at the time of such sale, seller is maintaining a maintenance bond pursuant to Section 9.1 of this Agreement, the seller shall have the right to require the purchaser to deposit with the City a replacement maintenance bond, whereupon the City shall accept such maintenance bond in substitution of the seller's maintenance bond.

10.3 The failure of any party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be

construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect. No action taken by any party to this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any party at law or equity.

10.4 This Agreement may only be amended by the City's adoption of an ordinance authorizing the execution of such amendment, after a public hearing in accordance with 65 ILCS 5/11-15.1-1, *et seq.*, and the subsequent execution of such amendment by the City and Owner. The Parties stipulate that Owner does not need to execute an amendment to this Agreement if Owner does not own any part of the Property at the time of any such amendment, and in such event, the amendment shall require the signature of the owner(s) of the portion(s) of the Property which is then burdened by the terms and conditions of this Agreement.

10.5 In the event that any pertinent existing or future regulations, resolutions or ordinances of the City are inconsistent with or conflict with the terms or provisions of this Agreement, the terms or provisions of this Agreement shall supersede the regulations, resolutions, or ordinances in question to the extent of such inconsistency or conflict.

10.6 (a) Upon a material breach of this Agreement, which material breach remains uncured beyond the notice and cure period described in Section 10.6(b) below, any of the parties may secure the specific performance of the covenants and agreements herein contained or may exercise any remedies available at law or equity in an appropriate action, the sole venue for which shall be in the Circuit Court of DeKalb County, Illinois.

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

(c) 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 including, but not limited to, acts of God, war, strikes, inclement weather conditions, inability to secure governmental permits, or similar acts except the COVID-19 pandemic, the time for such performance shall be extended by the length of such delay; provided, however, that the party that seeks the benefit of this provision shall give the other(s) written notice of both its intent to rely upon this provision and the specific reason which permits the party to avail itself of the benefit of this provision.

10.7 This Agreement sets forth all agreements, understandings, 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.

10.8 If any provision, clause, word, or designation of this Agreement is held to be invalid by any court of competent jurisdiction, such provision, clause, word or designation shall be deemed to be excised from this Agreement and the invalidity thereof shall not affect any other provision, clause, word, or designation contained herein. Furthermore, if any provision of this Agreement is held invalid, the invalidity thereof shall not cause the City to change any zoning classification which has been approved by the City

pursuant to the provisions of the City's Municipal Code and the valid provisions of this Agreement, and such zoning classifications shall not otherwise be changed during the term of this Agreement without Owners' approval.

10.9 The City's corporate authorities agree to aid Owner and to cooperate reasonably with Owner in dealing with any and all applicable governmental bodies and agencies in obtaining utility and other governmental services for the Property. Furthermore, it is understood and agreed by the Parties that the successful consummation of this Agreement requires their continued cooperation.

10.10 This Agreement may be executed in multiple counterparts, all of which when taken together shall constitute one Agreement.

10.11 The headings of the Sections of this Agreement are for convenience and reference only and do not form a part hereof and do not modify, interpret or construe the understandings of the parties hereto.

10.12 This Agreement may be reproduced by means of carbons, xerox process, or otherwise. Each such reproduction, if manually executed by the parties, shall for all purposes be deemed, and the same is hereby declared, to be a duplicate original of this Agreement.

10.13 Terms used in this Agreement shall be read in the singular or the plural as may be appropriate to the context in which they are used.

10.14 Notices, including Notices to effect a change as to the persons hereinafter designated to receive Notice(s), or other writings which any party is required to or may wish to serve upon any other party in connection with this Agreement shall be in writing and shall be delivered personally, sent by recognized overnight delivery service such as

Federal Express, or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the City, or the Corporate Authorities:

City of DeKalb
Attention: City Manager
164 E. Lincoln Hwy
DeKalb, Illinois 60115

with a copy to the City Attorney:

Matthew D. Rose
Donahue and Rose, PC
9501 W. Devon Ave., Ste. 702
Rosemont, Illinois 60018

If to Owner:

JJK 343, LLC
2107 Swift Dr.
Oak Brook, IL 60523
Attn: Jerry Krusinski

with a copy to:

Perkins Coie LLP
110 North Wacker Drive, Suite 3400
Chicago, Illinois 60606-1511
Attention: Matthew Shebuski, Esq.

11.15 The Parties each intend that this Agreement shall require the Parties to act in accordance with any and all applicable laws and regulations enacted by any other governmental authority which are applicable to any action or activity undertaken by either party pursuant to, under, or in furtherance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers duly authorized to execute the same, the day and year first above written.

(This Space Is Intentionally Omitted)

ATTEST:

By: Ruth A. Scott

Print Name: Ruth A. Scott

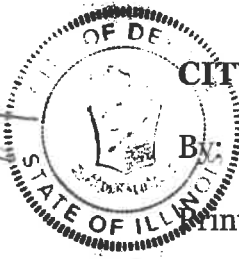
Title: Executive Assistant

ATTEST:

By: Joseph R. Krusinski

Print Name: Joseph R. KRUSINSKI

Title: MANAGER



CITY OF DEKALB

By: Cohen Barnes

Print Name: Cohen Barnes

Its: Mayor

JJK 343, LLC

By: Jerry R. Krusinski

Print Name: JERRY R. KRUSINSKI

Its: Manager

EXHIBIT A

Legal Description of Property

The Property is legally described as follows:

The Southwest Quarter of Section 36, Township 40 North, Range 4 East of the Third Principal Meridian, DeKalb County, Illinois.

PIN: 08-36-300-001

EXHIBIT B
Annexation Ordinance

ORDINANCE 2022-037

PASSED: AUGUST 8, 2022

**APPROVING THE ANNEXATION OF CERTAIN PROPERTY TO THE CITY OF
DEKALB, ILLINOIS (PROJECT WILDCAT).**

WHEREAS, the City of DeKalb (the "City") is a home rule unit of local government and may exercise any power and perform any function pertaining to its government and affairs pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

WHEREAS, JJK 343, LLC is the record owner of approximately 160 acres of property that is legally described in Exhibit A attached hereto and incorporated herein (the "Property") and is further described in the Plat of Annexation attached hereto and incorporated herein as Exhibit B (the "Plat of Annexation"); and

WHEREAS, pursuant to 65 ILCS 5/11-15.1-1, *et seq.*, the City and JJK 343, LLC negotiated an Annexation and Development Agreement (the "Agreement") to annex the Property and to develop the Property in multiple phases with a 1,240,000 square foot building and a 936,000 square foot building for a distribution, packaging, and storage company (the "Project"); and

WHEREAS, the Property is located in unincorporated DeKalb County, is contiguous to the City's corporate limits, and has no electors residing thereon; and

WHEREAS, the Property is not part of any Public Library District and does not include any highway under the jurisdiction of any township, and

WHEREAS, pursuant to 65 ILCS 5/7-1-8, JJK 343, LLC filed with the City a written petition to annex the Property into the City's corporate limits that was signed under oath by all of the owners of record of the Property and stated that no electors resided thereon; and

WHEREAS, on July 21, 2022, the City provided due notice in writing by certified mail of the City's action to annex the Property to the Board of Trustees of the DeKalb Fire Protection District as further described in the Affidavit of Service of Notice attached hereto and incorporated herein as Exhibit C (the "Affidavit of Service of Notice"); and

WHEREAS, on August 1, 2022, upon due notice as provided by law, the City's Planning and Zoning Commission held a public hearing on the rezoning of the Property to allow for the development of the Project and recommended the approval of the rezoning; and

WHEREAS, on August 8, 2022, upon due notice as provided by law, the City's corporate authorities held a public hearing on the Agreement; and

WHEREAS, on August 8, 2022, the City's corporate authorities adopted an ordinance approving the Agreement prior to their consideration of this Ordinance; and

WHEREAS, the City's corporate authorities find that approving the annexation of the Property is in the City's best interests for the protection of the public health, safety, and welfare; and

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

SECTION 1: The recitals to this Ordinance are true, material, adopted and incorporated herein as Section 1 to this Ordinance.

SECTION 2: The City's corporate authorities approve the annexation of the Property legally described in Exhibit A attached hereto and incorporated herein. The City's corporate authorities also approve the Plat of Annexation in the form attached hereto and incorporated herein as Exhibit B, and direct that the recordable sized Mylar be executed on behalf of the City by the Mayor and attested to by the Executive Assistant. Pursuant to 65 ILCS 5/7-1-1, the territory annexed shall extend to the far side of any highway adjacent to the Property that is not already located within the jurisdiction of the City or another municipality.

SECTION 3: The City's corporate authorities authorize and direct the City Manager or his designee to record and file, upon execution by all of the parties, this Ordinance, the Plat of Annexation, and the Affidavit of Service of Notice with the DeKalb County Clerk and Recorder. The City Manager or his designee shall, by certified mail, return receipt requested, notify any and all post office branches serving the annexed territory and all election authorities having jurisdiction over the annexed territory of this annexation within thirty (30) days of the passage of this Ordinance. The City Manager or his designee shall, by certified mail, return receipt requested, give notice of this annexation to the Illinois Department of Revenue pursuant to 30 ILCS 115/2(b) within 30 days after the annexation.

SECTION 4: This Ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the City's corporate authorities that to the extent this Ordinance is inconsistent with any non-preemptive state law, this Ordinance shall supersede state law in that regard within its jurisdiction.

SECTION 5: Pursuant to 65 ILCS 5/1-2-4, the City's corporate authorities find that it is urgent for this Ordinance to take effect immediately upon its passage and approval.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a Regular meeting thereof held on the 8th day of August 2022 and approved by me as Mayor on the same day. Passed on First Reading by an 8-0 roll call vote. Aye: Morris, Larson, Smith, Perkins, McAdams, Verbic, Faivre, Barnes (Remote). Nay: None. Second Reading waived by an 8-0 roll call vote. Aye: Morris, Larson, Smith, Perkins, McAdams, Verbic, Faivre, Barnes (Remote). Nay: None.




COHEN BARNES, Mayor

ATTEST:



Ruth A. Scott, Executive Assistant

EXHIBIT A
(Legal Description of the Property)

The Property is legally described as follows:

The Southwest Quarter of Section 36, Township 40 North, Range 4 East of the Third Principal Meridian, DeKalb County, Illinois.

PIN: 08-36-300-001

Ordinance 2022-037

Exhibit B
of Ord
2022-036

EXHIBIT B
(Plat of Annexation)

Exhibit B
of Ord 2022-036

EXHIBIT B

MAP OF THE TERRITORY HEREBY ANNEXED TO THE CITY OF DEKALB, ILLINOIS

OF

THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF DEKALB, DEKALB COUNTY, ILLINOIS.

P.I.N. 08-36-300-001



EXISTING CORPORATE LIMITS OF THE CITY OF DEKALB PER OFFICIAL ZONING MAP - LAST UPDATED 04-12-22

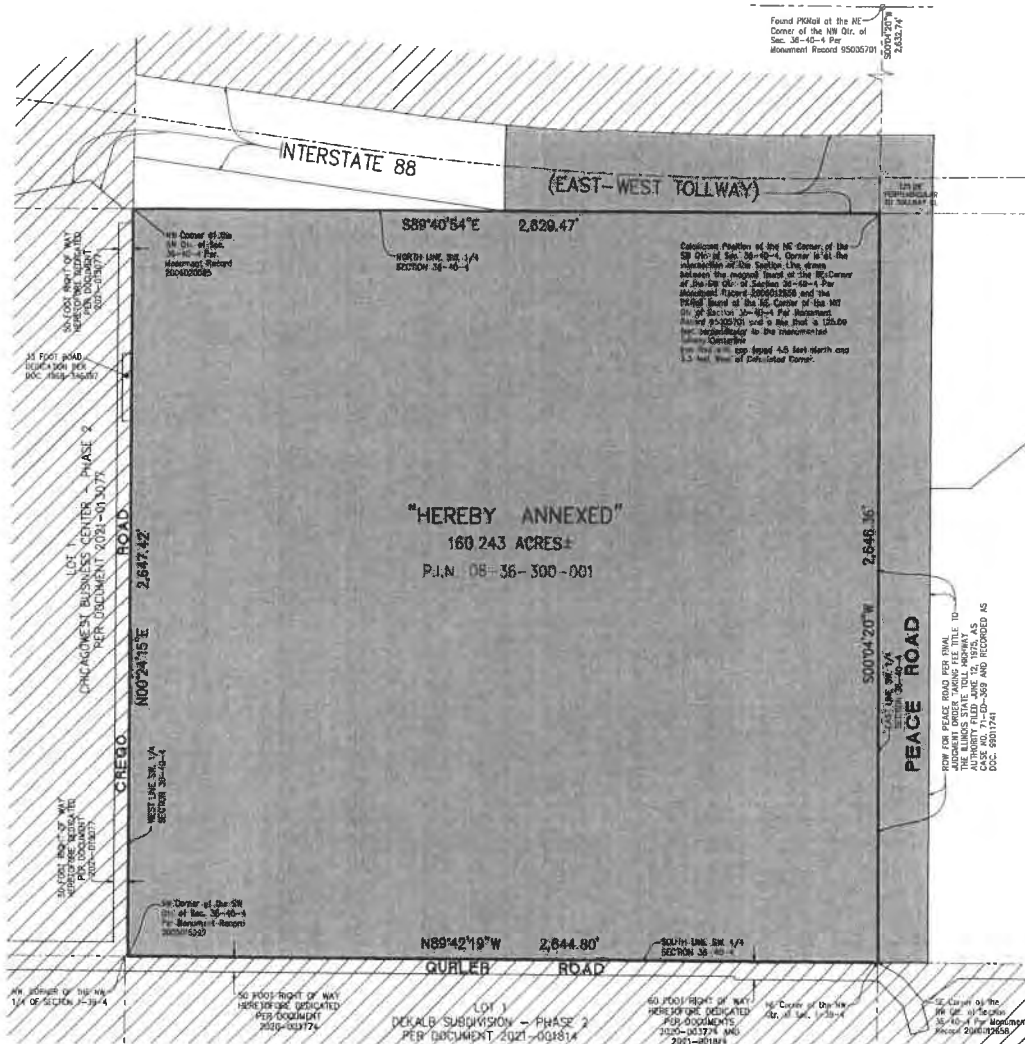
HEREBY ANNEXED

OWNER:
JWK 343, LLC
2107 Swift Drive
Oak Brook, Illinois 60523

REVISED: 07-12-22 - PER CITY COMMENTS



JACOB & HEFFNER ASSOCIATES
11222 Butterfield Road, Suite 200, Downers Grove, IL 60515
PHONES: (630) 582-4444, FAX: (630) 582-4441
www.jacobheffner.com
License No. 184-083753 exp. 02/2023



AREA DESCRIPTION
THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF DEKALB, DEKALB COUNTY, ILLINOIS.
PER ILLINOIS MUNICIPAL CODE 65 ILCS 5/7-1-1 (THE NEW BOUNDARY OF THE ANNEXATION SHALL EXTEND TO THE FAR SIDE OF ANY ADJACENT HIGHWAY AND SHALL INCLUDE ALL OF EVERY HIGHWAY WITHIN THE AREA ANNEXED). ADJACENT ROADS ARE SHOWN AS ANNEXED, BECAUSE BY OPERATION OF LAW, ADJACENT ROADS SHALL BE CONSIDERED ANNEXED EVEN THOUGH NOT INCLUDED IN THE LEGAL DESCRIPTION SET FORTH IN THE PETITION FOR ANNEXATION 65 ILCS 5/7-1-1.

CERTIFICATE OF CITY COUNCIL

STATE OF ILLINOIS)
COUNTY OF DEKALB) SS

THIS IS TO CERTIFY THAT THIS ACCURATE MAP OF TERRITORY ANNEXED IS IDENTIFIED AS THAT INCORPORATED INTO AND MADE A PART OF THE CITY OF DEKALB.

ORDINANCE NO. _____ ADOPTED BY THE CITY COUNCIL OF SAID CITY

ON THE _____ DAY OF _____, 2022.

BY: _____ ATTEST: _____

MAYOR
(PLEASE SIGN & PRINT)

EXECUTIVE ASSISTANT
(PLEASE SIGN & PRINT)

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DEKALB) SS

THIS IS TO CERTIFY THAT I, TIMOTHY G. WOLFE, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE PREPARED THIS PLAT OF ANNEXATION FROM OFFICIAL RECORDS AND PER A BOUNDARY SURVEY OF THE ABOVE DESCRIBED PROPERTY AND THAT THE SURVEY SHOWN HEREON IS A CORRECT REPRESENTATION OF THE PROPERTY TO BE ANNEXED. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

GIVEN UNDER MY HAND AND SEAL THIS 12TH DAY OF JULY IN THE YEAR 2022.



Timothy G. Wolfe
Illinois Professional Land Surveyor No. 35-003535
Jacob & Heffner Associates
My License Expires November 30, 2022

Survey No.:	D460r
Ordered By:	ChicagoWest Business Center
Description:	Plat of Annexation
Date Prepared:	July 9, 2022
Scale:	1" = 200'
Printed By:	JW
Prepared By:	JW

ILLINOIS PROFESSIONAL LAND SURVEYORS BOARD

• Ordinance 2022-037

Exhibit B
of Ord ~~2022~~-036

EXHIBIT C
(Affidavit of Service of Notice)

EXHIBIT C

Exhibit B
of Ord 2022-036

**AFFIDAVIT OF SERVICE OF NOTICE OF INTENT TO ANNEX
TO THE CITY OF DEKALB**

I, Dan Olson, attest that, as Planning Director of the City of DeKalb, I caused the attached notices of annexation to be served on the Board of Trustees of the DeKalb Fire Protection District by mailing true and correct copies of the notice, by certified mail, to those individuals at the addresses set forth below their names on the 21st day of July, 2022, at 3:00 p.m., by depositing the copies in the United States Mail at 164 E. Lincoln Highway, DeKalb, Illinois, certified, postage prepaid.

I, Dan Olson, further attest that, as Planning Director of the City of DeKalb, I caused this Affidavit of Service of Notice of Intent to Annex to the City of DeKalb to be filed and recorded with the Recorder of Deeds of DeKalb County, Illinois.

CERTIFICATION

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.



Dan Olson, Planning Director, City of DeKalb

EXHIBIT C
Zoning Ordinance

Exhibit C
of Ord 2022-036

ORDINANCE 2022-038

PASSED: AUGUST 8, 2022

APPROVING THE ZONING PETITION OF JJK 343, LLC TO REZONE CERTAIN PROPERTY TO "PD-I" PLANNED DEVELOPMENT INDUSTRIAL, AND TO APPROVE A PRELIMINARY DEVELOPMENT PLAN AND PLAT OF SUBDIVISION FOR THE DEVELOPMENT OF AN APPROXIMATELY 1,240,000 SQUARE FOOT PHASE 1 BUILDING AND AN APPROXIMATELY 936,000 SQUARE FOOT PHASE 2 BUILDING TO ACCOMMODATE A DISTRIBUTION, PACKAGING AND STORAGE COMPANY AND ACCESSORY USES (PROJECT WILDCAT).

WHEREAS, the City of DeKalb (the "City") is a home rule unit of local government and may exercise any power and perform any function pertaining to its government and affairs pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

WHEREAS, JJK 343, LLC (the "Applicant") is the owner of approximately 160 acres of property that is legally described in Exhibit A attached hereto and incorporated herein (the "Property"); and

WHEREAS, pursuant to 65 ILCS 5/11-15.1-1, *et seq.*, the City and JJK 343, LLC negotiated an Annexation and Development Agreement (the "Agreement") to annex the Property and to develop the Property in multiple phases with a 1,240,000 square foot building and a 936,000 square foot building for a distribution, packaging, and storage company (the "Project"); and

WHEREAS, pursuant to the Agreement, Applicant petitioned the City to annex the Property, and upon annexation of the Property into the City's corporate limits, to: (1) rezone the Property from the SFR1 Single-Family Residential District to the "PD-I" Planned Development – Industrial District; (2) permit a distribution, packaging, and storage facility as a permitted land use, including the construction of an approximately 1,240,000 square foot Phase 1 building and an approximately 936,000 square foot Phase 2 building, as well as other uses permitted in the "PD-I" zoning district; (3) permit accessory uses as permitted land uses including, but not limited to, the construction of ancillary buildings for maintenance, truck wash, guard house, and similar ancillary purposes; (4) permit an electrical substation as a permitted land use, including the construction of a ComEd substation in the southeast corner of the Property with two (2) curb cuts to be constructed for the substation; (5) approve the Planned Development Standards attached hereto and incorporated herein as Exhibit B; (6) approve the Preliminary Development Plan dated July 26, 2022 in the same or substantially similar form as Exhibit C attached hereto and incorporated herein (the "Preliminary Development Plan"); (7) approve the Final Plat of Subdivision dated July 19, 2022 in the same or substantially similar form as Exhibit D attached hereto and incorporated herein (the "Final Plat"); and (8) approve exceptions or waivers to: (i) the maximum height requirements under the City's Unified Development Ordinance (the "UDO") to permit a building height not to exceed 140 feet above grade as shown on the architectural elevations dated July 26, 2022 attached hereto and incorporated herein as Exhibit E; (ii) the maximum site coverage requirements under the UDO to permit a maximum coverage ratio of eighty percent (80%); (iii) the minimum parking stall dimensions under the UDO to permit minimum parking stall dimensions of 9' x 18'; and (iv) the UDO's procedures for Final Development Plan Review and Approval to allow City Staff to review and approve the Final Development Plan for substantial compliance with the Preliminary Development Plan prior to the construction of the Project, and if City Staff determines that the Final Development Plan substantially complies with the Preliminary Development Plan, then neither the City's corporate authorities nor the City's Planning and Zoning Commission need to review and approve the Final Development Plan (the "Zoning Petition"); and

WHEREAS, on August 1, 2022, upon due notice as provided by law, the City's Planning and Zoning Commission (the "PZC") held a public hearing on the Zoning Petition, made findings of fact, and recommended the approval of the Zoning Petition; and

WHEREAS, on August 8, 2022, upon due notice as provided by law, the City's corporate authorities held a public hearing on the Agreement; and

WHEREAS, on August 8, 2022, the City's corporate authorities adopted ordinances approving the Agreement and the Property's annexation prior to their consideration of this Ordinance; and

WHEREAS, the City's corporate authorities find that: (1) approving the Zoning Petition is in the City's best interests for the protection of the public health, safety, and welfare; (2) the PZC's findings of fact and recommendations are true, correct, adopted and incorporated herein by reference; and (3) the Zoning Petition conforms to the UDO's standards for a zoning map amendment, except as waived or excepted pursuant to this Ordinance, as follows:

III. STANDARDS FOR ZONING MAP AMENDMENT

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

The 2005 Comprehensive Plan recommends the Property for Office/Research and Commercial uses. The draft 2022 Comprehensive Plan recommends Industrial and Transportation & Utilities for the site. An approximately 700,000 sq. ft. distribution facility is under construction just to the west of the Property and the 1.6 million sq. ft. Ferrara distribution facility and packing center lies further to the west along Gurler Road. The Meta (Facebook) Data Center campus lies directly south of the Property and has approximately 2.4 million sq. ft. under construction. Additional acreage for future manufacturing, distribution, office/research, and technology uses are available in the area. The rezoning of the Property to the "PD-I" Planned Development – Industrial District and the approval of the distribution, packaging and storage company meets the intent of the City's Comprehensive Plan and is compatible with the trend of development in the area.

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

The rezoning of the Property to "PD-I" provides the opportunity to more directly shape the development, use and appearance of this property in accordance with the City's Comprehensive Plan. The Planned Development allows the developer and the City the flexibility to agree to a development plan and standards. The proposed rezoning request and development are in compliance with the UDO, except for the waivers or exceptions. The proposal also meets the General Standard requirements for a Planned Development as described in Article 5.13.07 of the UDO.

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

The proposed rezoning will not have a detrimental effect on the adjacent properties or land uses as it entitles the Property to a use that is complementary with the surrounding area. Large

distribution facilities lie to the west and a one billion data center is located directly across Gurler Road. The proposed rezoning request and preliminary plan will allow the development of a project that will strengthen the community's economic, employment, and tax base.

4. The proposed rezoning constitutes an expansion of an existing zoning district that, due to the lack of undeveloped land, can no longer meet the demand for the intended land uses.

The Property is unincorporated and will be rezoned to the "PD-I", Planned Development Industrial District. Rezoning the Property to "PD-I" will allow for a well-designed project and the flexibility to develop the Property in a manner that will complement the surrounding area. Additional acreage for future manufacturing, distribution, office/research, and technology uses are available in the area.

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

Adequate public services will be provided to the subject property. Large detention areas are proposed on the east and southwest portions of the site. Sanitary sewer will be extended from the west along the north side of Gurler Road. Water will be connected to the main along the south side of Gurler Road and along Crego Road. Adequate parking will be provided onsite, and the adjacent roadways are constructed to handle the additional traffic impacts.

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

SECTION 1: The recitals to this Ordinance are true, material, adopted and incorporated herein as Section 1 to this Ordinance.

SECTION 2: Subject to the provisions of the Agreement and contingent upon the Applicant's compliance with the Agreement, the City's corporate authorities approve: (A) the Zoning Petition; (B) the rezoning of the Property from the SFR1 Single-Family Residential District to the "PD-I" Planned Development – Industrial District; (C) the Planned Development Standards attached hereto and incorporated here in as Exhibit B; (D) a distribution, packaging, and storage facility as a permitted land use, including the construction of an approximately 1,240,000 square foot Phase 1 building and an approximately 936,000 square foot Phase 2 building; (E) accessory uses as permitted land uses including, but not limited to, the construction of ancillary buildings for maintenance, truck wash, guard house, and similar ancillary purposes; (F) an electrical substation as a permitted land use, including the construction of a ComEd substation in the southeast corner of the Property with two (2) curb cuts to be constructed for the substation; (G) the Preliminary Development Plan attached hereto and incorporated herein as Exhibit C; (H) the Final Plat attached hereto and incorporated herein as Exhibit D; and (I) exceptions or waivers to: (i) the maximum height requirements under the UDO to permit a building height not to exceed 140 feet above grade as shown on the architectural elevations dated July 26, 2022 attached hereto and incorporated herein as Exhibit E; (ii) the maximum site coverage requirements under the UDO to permit a maximum coverage ratio of eighty percent (80%); (iii) the minimum parking stall dimensions under the UDO to permit minimum parking stall dimensions of 9' x 18'; and (iv) the UDO's procedures for Final Development Plan Review and Approval to allow City Staff to review and approve the Final Development Plan for substantial compliance with the Preliminary Development Plan prior to the construction of the Project, and if City Staff determines that the Final Development Plan substantially complies with the Preliminary Development Plan, then

neither the City's corporate authorities nor the City's Planning and Zoning Commission need to review and approve the Final Development Plan.

SECTION 3: The City's corporate authorities authorize and direct: (1) the City Manager or his designee to amend the City's "Official Zoning Map" to depict the Property as located within the "PD-I" Planned Development – Industrial District; (2) the City's PZC Chairperson, Mayor, Executive Assistant, and Engineer to sign the Final Plat; and (3) the City Manager or his designee to record the Final Plat.

SECTION 4: This Ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the City's corporate authorities that to the extent this Ordinance is inconsistent with any non-preemptive state law, this Ordinance shall supersede state law in that regard within its jurisdiction.

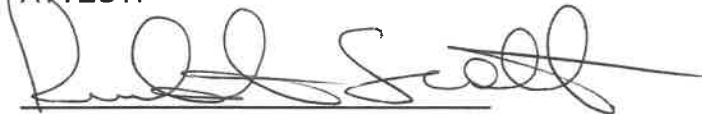
SECTION 5: Pursuant to 65 ILCS 5/1-2-4, the City's corporate authorities find that it is urgent for this Ordinance to take effect immediately upon its passage and approval.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a Regular meeting thereof held on the 8th day of August 2022 and approved by me as Mayor on the same day. Passed on First Reading by an 8-0 roll call vote. Aye: Morris, Larson, Smith, Perkins, McAdams, Verbic, Faivre, Barnes (Remote). Nay: None. Second Reading waived by an 8-0 roll call vote. Aye: Morris, Larson, Smith, Perkins, McAdams, Verbic, Faivre, Barnes (Remote). Nay: None.




COHEN BARNES, Mayor

ATTEST:



Ruth A. Scott, Executive Assistant

EXHIBIT A
(Legal Description of the Property)

The Property is legally described as follows:

The Southwest Quarter of Section 36, Township 40 North, Range 4 East of the Third Principal Meridian, DeKalb County, Illinois.

PIN: 08-36-300-001

Exhibit C
of Ord 2022-036

EXHIBIT B
(Planned Development Standards)

Permitted Uses:

Distribution, packaging and storage company and accessory uses.

Electrical Substation

Bulk Regulations/Landscaping/Parking/Open Space:

Setbacks, building lines, site coverage, building dimension limitations, height restrictions, parking, landscaping and other similar restrictions and regulations shall meet those standards as set forth in the "HI" and "PD-I" District of the UDO, except as listed below.

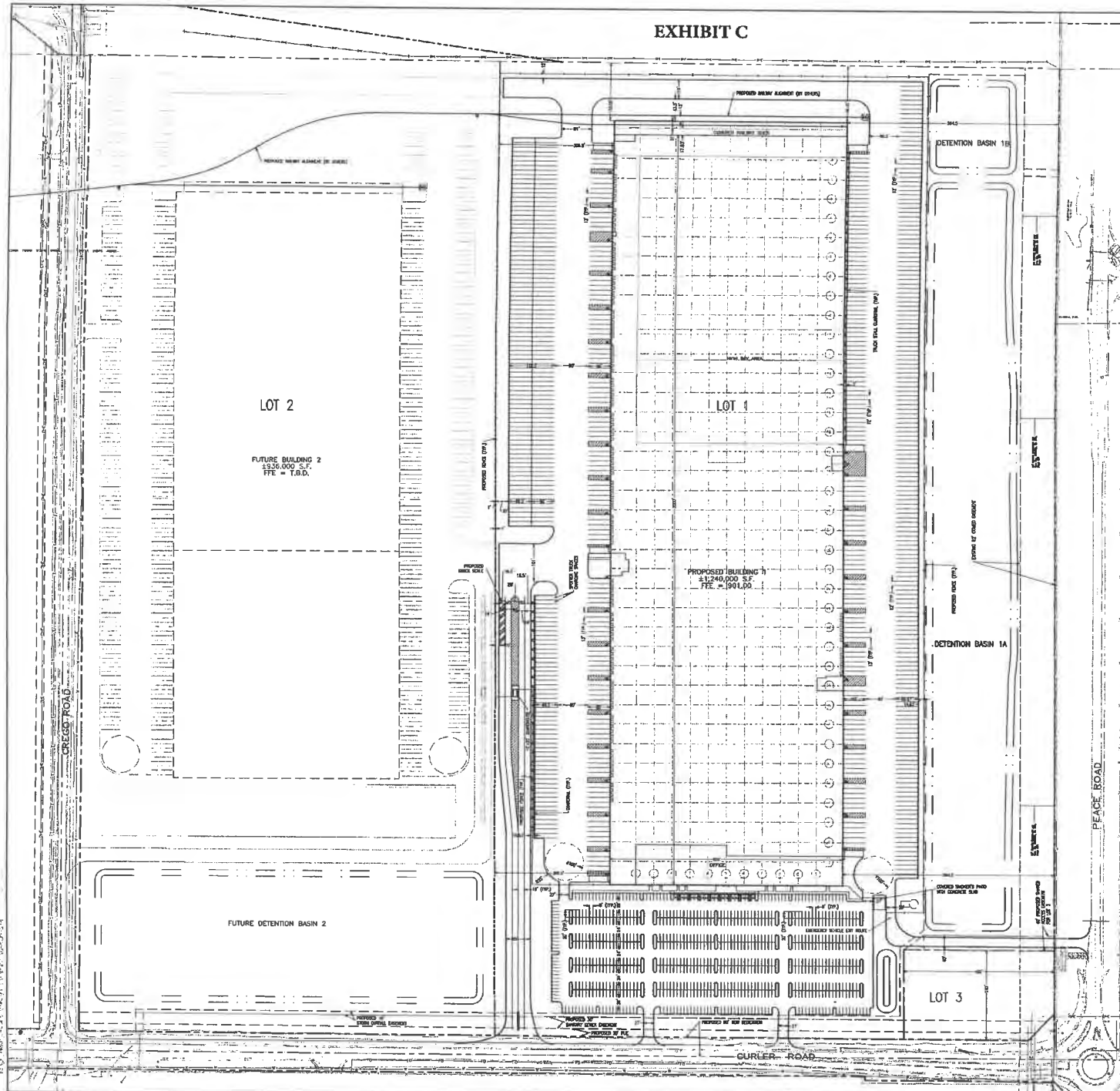
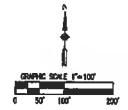
1. The maximum height requirements under the City's Unified Development Ordinance to permit a building height not to exceed 140 feet above grade as shown on the architectural elevations dated 7-26-22 as shown on Exhibit A attached hereto.
2. The maximum site coverage requirements under the UDO to permit a maximum coverage ratio of eighty percent (80%).
3. The minimum parking stall dimensions under the UDO to permit minimum parking stall dimensions of 9' x 18'.

Final Development Plan Review

The UDO's procedures for Final Development Plan review and approval to allow City Staff to review and approve the Final Development Plan for substantial compliance with the Preliminary Development Plan prior to the construction of the project, and if City Staff determines that the Final Development Plan substantially complies with the Preliminary Development Plan, then neither the City's corporate authorities nor the City's Planning and Zoning Commission need to review and approve the Final Development Plan.

Exhibit C
of Ord 2023-036

EXHIBIT C



SITE INFORMATION	
PERSONAL VEHICLE PARKING	16
ACCESSIBLE PARKING	740
VEHICLE PARKING	
TOTAL VEHICLE PARKING	756
LOADING DOCK POSITIONS	
LOADING DOCK STALLS	120
DOCK-OUT DOCK STALLS	85
TOTAL DOCK POSITIONS	185
TRAILER PARKING	
TRAILER STALLS	300
TRAILER STORAGE STALLS	85
TOTAL TRAILER PARKING	485
SPOTTER TRUCK CHARGING STALLS	2
SITE AREA INFORMATION	
LOT 1 AREA:	88.87 ACRES
LOT 2 AREA:	85.38 ACRES
LOT 3 AREA:	2.16 ACRES
DEVELOPMENT AREA:	8.07 ACRES
GROSS SITE AREA:	180.25 ACRES

SITE PLAN EXHIBIT

PROJECT WILDCAT
KRUSINSKI CONSTRUCTION COMPANY
DEKALB, ILLINOIS

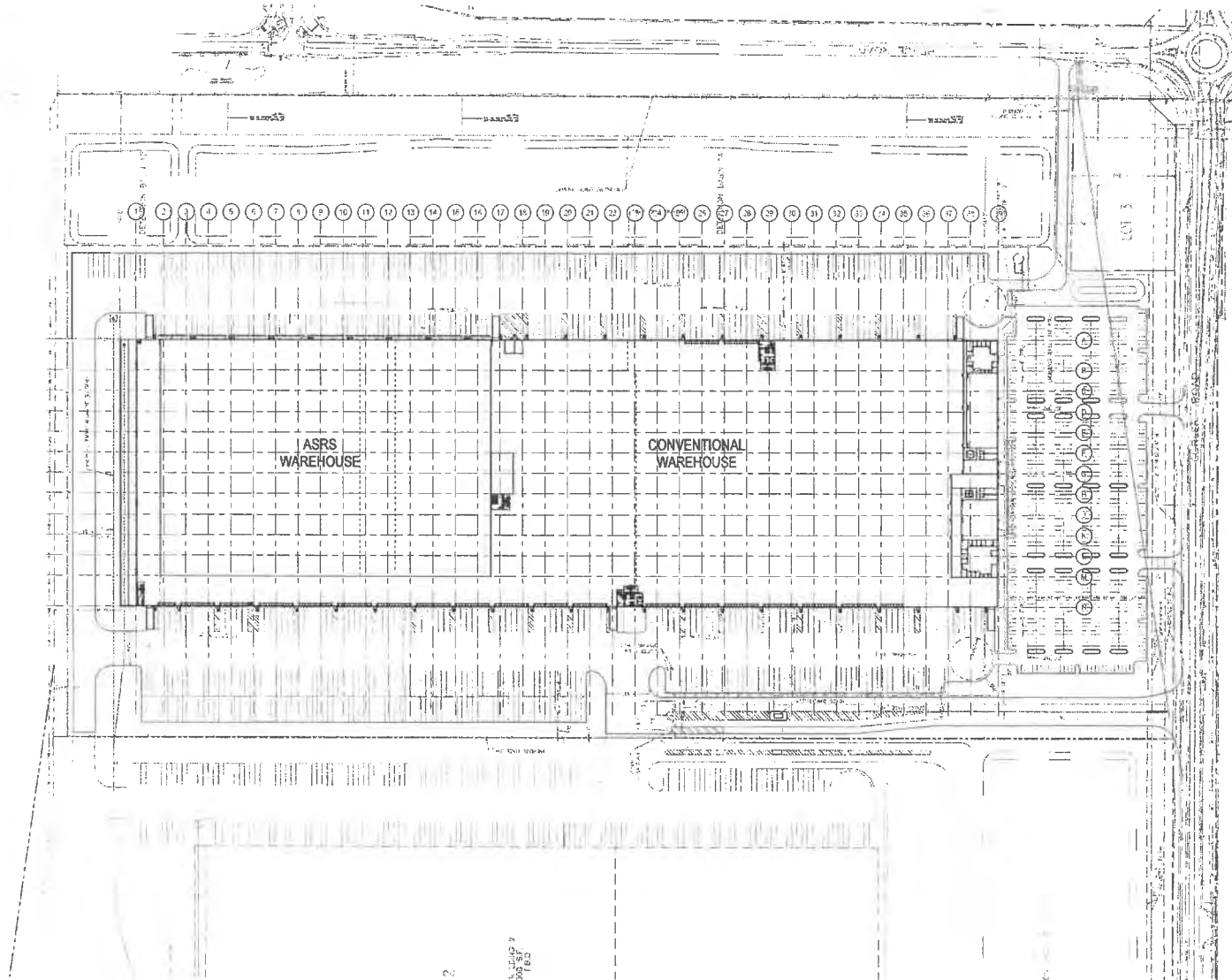
JACOB & HEENER
ASSOCIATES

1113 Whitehead Rd., Suite 100, Peoria, Illinois 61614
PHONE: (309) 625-0010, FAX: (309) 625-0011
www.jacobandheener.com



1"=100'
D480r
SPE

Exhibit C of Ord
2022-036



1 OVERALL SCHEMATIC SITE PLAN
1" = 100'-0"



1771 East Currier Road
DeKalb, IL

PROJECT WILDCAT
1771 EAST CURRIER ROAD
DEKALB, IL

NO.	DATE	DESCRIPTION
1	7/2/22	FINAL SCHEMATIC ELEVATION SHEET

SCHEMATIC SITE PLAN

SA0.01

Exhibit C of
ord 2022-036



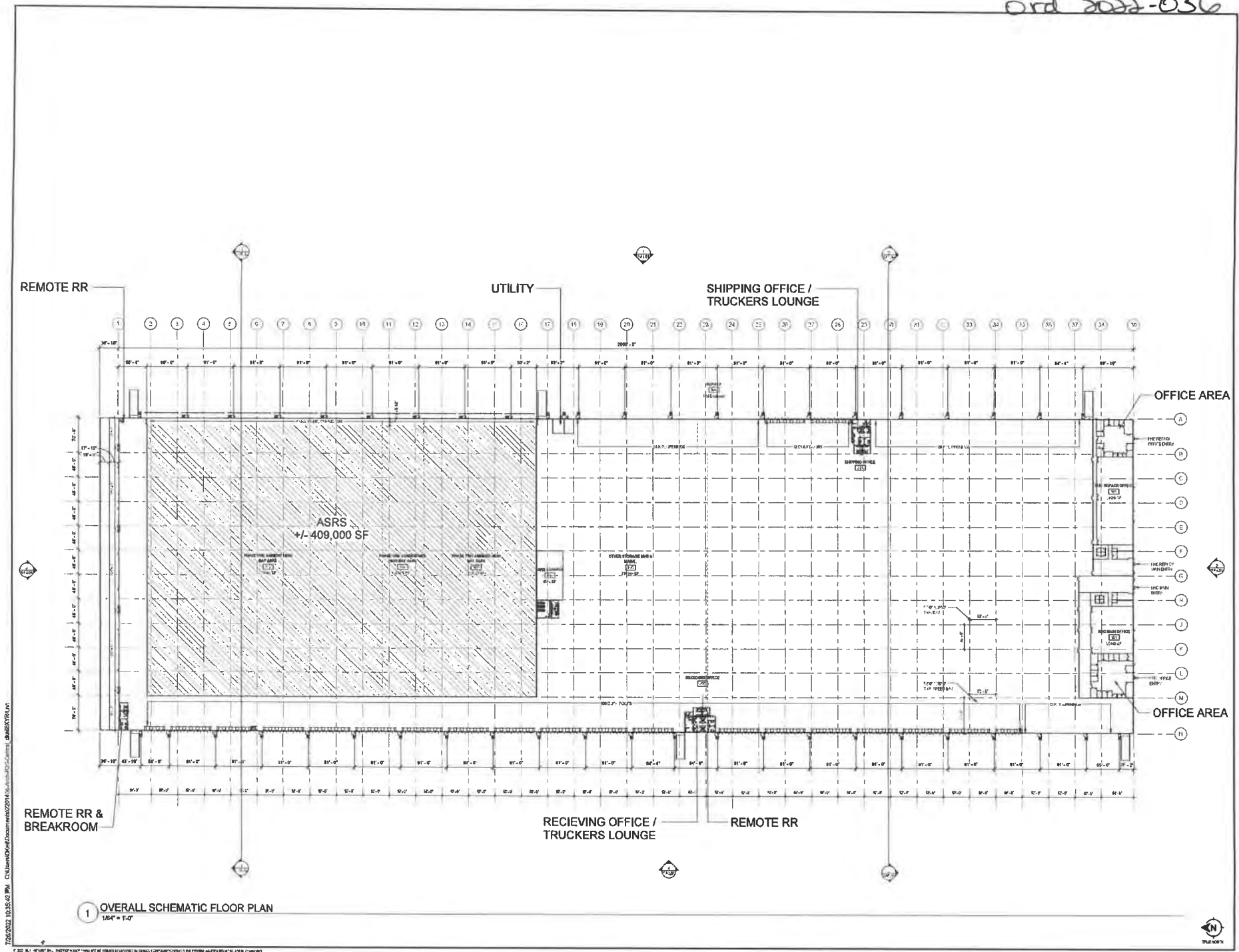
Andrew J. DeKalb
Professional Engineer
Mechanical
License No. 17474
State of Georgia

PROJECT WILDCAT
1771 EAST GURLEY ROAD
DEKALB, IL

NO DATE DESCRIPTION
1 7/25/22 FINAL SCHEMATIC DESIGN
ELEVATION EXHIBIT

OVERALL SCHEMATIC
FLOOR PLAN

SA1.01



7/25/2022 10:35:42 PM C:\Users\jgarcia\Documents\2024\Projects\Wildcat\DWG\SA1.01.dwg

Exhibit C
of Ord 2022-036

PARCEL INDEX NUMBER: 08-36-300-001

FINAL PLAT OF SUBDIVISION
OF
CHICAGOWEST BUSINESS CENTER — PHASE 3

THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 4 EAST
OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS

CERTIFICATE OF OWNER

STATE OF _____ }
COUNTY OF _____ } SS

This is to certify that JKC 343, LLC, an Illinois limited liability company is the owner of the property described herein and has caused the same to be surveyed, subdivided, plotted, and recorded as indicated herein, for the uses and purposes therein set forth, and does hereby acknowledge and adopt the same under the style and title thereon indicated.

This _____ day of _____, 2022.

SCHOOL DISTRICT STATEMENT

Pursuant to Section 1.005 of the Plat Act, 765 ILCS 205, this Document shall serve as the School District Statement. To the best of the owner's knowledge the School District(s) in which the tract of land lies, is in the following School District(s):

Dekalb School District 426
301 S. 4th Street
Dekalb, Illinois 60115

JKC 343, LLC, an Illinois limited liability company

By: _____

Name: Jerry R. Krasinski
Title: Manager

Owner Address:
JKC 343, LLC, an Illinois limited liability company
2107 Swift Drive
Oak Brook, IL 60523

CERTIFICATE OF NOTARY

STATE OF _____ }
COUNTY OF _____ } SS

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jerry R. Krasinski, the Manager of JKC 343, LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing Owner Certificate in such capacity, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

Given under my hand and notarial seal

This _____ day of _____, 2022.

(Notary Public) (My Commission Expires)

PUBLIC UTILITY EASEMENT PROVISIONS

A 20 FOOT WIDE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF DEKALB, DEKALB COUNTY, ILLINOIS, AND TO THOSE UTILITY AND OTHER ENTITIES OPERATING NOW, OR IN THE FUTURE, UNDER FRANCHISE FROM THE CITY OF DEKALB (COLLECTIVELY, THE "GRANTEES"), INCLUDING, BUT NOT LIMITED TO, VERIZON, COMCAST, NIOKK, COMMONWEALTH Edison COMPANY, AND TO THEIR SUCCESSORS AND ASSIGNS, IN, ON, UPON, ACROSS, OVER, UNDER AND THROUGH THE AREAS SHOWN BY DASHED LINES AND LABELED "PUBLIC UTILITY EASEMENT" ON THIS PLAT OF SUBDIVISION. SUCH EASEMENTS GRANTING AND RESERVING FOR THE GRANTEES THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO INSTALL, CONSTRUCT, RECONSTRUCT, INSPECT, OPERATE, REPLACE, REPAIR, ALTER, ENLARGE, REMOVE, REPAIR, CLEAN AND MAINTAIN VARIOUS UTILITY AND SIMILAR TRANSMISSION, RECEIVING AND DISTRIBUTION SYSTEMS, INCLUDING, BUT NOT LIMITED TO CABLES, LINES, TRANSFORMERS, COMPUTER DEVICES, STORM SEWERS, AND ANY AND ALL NECESSARY MANHOLES, PIPES, CONNECTIONS, CATCH BASINS, AND WITHOUT LIMITATION, SUCH OTHER INSTALLATION AS MAY BE REQUIRED TO FURNISH UTILITY AND SIMILAR SERVICE TO THE ATTACHED AREA, AND SUCH APPURTENANCES AND ADDITIONS THEREON AS THE GRANTEES MAY DEEM NECESSARY, LEGAL, OR CONVENIENT, TOGETHER WITH A PERMANENT RIGHT OF ACCESS ACROSS THE LOTS AND REAL ESTATE SHOWN ON THIS PLAT OF SUBDIVISION FOR THE NECESSARY PERSONS AND EQUIPMENT TO DO ANY OR ALL OF THE ABOVE WORK, THE RIGHT IS ALSO HEREBY GRANTED TO THE GRANTEES TO CUT DOWN, REMOVAL OR REMOVE ANY TREES, SHRUBS, OR OTHER PLANTS THAT INTERFERE WITH THE OPERATION OF OR ACCESS TO SUCH INSTALLATION IN, ON, UPON, ACROSS, OVER, UNDER OR THROUGH SUCH EASEMENT AREAS, AND PERMANENT BUILDINGS OR TREES SHALL BE PLACED ON SUCH EASEMENT AREAS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT IN ANY OR LATER INTERFERE WITH THE AFORESAID USES AND RIGHTS. WHERE AN EASEMENT IS USED FOR MUNICIPAL-OWNED UTILITIES, OTHER INSTALLATION OF UTILITIES AND OTHER ENTITIES SHALL BE SUBJECT TO THE PRIOR APPROVAL, AS TO LOCATION AND DESIGN, OF THE CITY OF DEKALB SO AS NOT TO INTERFERE WITH THE MUNICIPAL UTILITIES. UPON COMPLETION OF ANY WORK, GRANTEES SHALL REASONABLY RESTORE ANY IMPROVEMENTS OR LAND DISTURBED BY ANY GRANTEE WORK TO THE CONDITION EXISTING PRIOR TO SUCH WORK.

PREPARED BY/RETURN TO:

JACOB & HEFNER
ASSOCIATES
11111 Pottsville Road, Suite 100, Bloomington, IL 61710
PHONE: 309.465-4400 FAX: 309.465-4401
www.jacobandhefner.com
Black Print used for this
License No. 0140674-13, 01/21

SHEET 2 OF 2

CERTIFICATE OF CITY ENGINEER

STATE OF ILLINOIS }
COUNTY OF DEKALB } SS

All required public improvements including streets, sidewalks, sanitary sewers, storm sewers, watermain, and drainage structures have been built, as required, or have been provided for by bond contract OR irrevocable letter of credit to my approval.

Approved this _____ day of _____, 2022.

By: _____

City Engineer
(PLEASE SIGN & PRINT)

CERTIFICATE OF CITY COUNCIL

STATE OF ILLINOIS }
COUNTY OF DEKALB } SS

This is to certify that the attached plat was approved by the Mayor and City Council of the City of Dekalb, Dekalb County, Illinois.

on this _____ day of _____, 2022.

By: _____ Attest: _____

Mayor
(PLEASE SIGN & PRINT)

Executive Assistant
(PLEASE SIGN & PRINT)

CERTIFICATE OF CITY PLANNING AND ZONING COMMISSION

STATE OF ILLINOIS }
COUNTY OF DEKALB } SS

This is to certify that the attached plat was approved by the Planning and Zoning Commission of the City of Dekalb, Dekalb County, Illinois.

on this _____ day of _____, 2022.

By: _____

Chairman of the Plan Commission
(PLEASE SIGN & PRINT)

CERTIFICATE OF SANITARY DISTRICT

STATE OF ILLINOIS }
COUNTY OF DEKALB } SS

This is to certify that the attached plat was approved by the Kishwaukee Water Reclamation District, Dekalb County, Illinois.

on this _____ day of _____, 2022.

By: _____ Attest: _____

President
(PLEASE SIGN & PRINT)

(PLEASE SIGN & PRINT)

CERTIFICATE OF COUNTY CLERK

STATE OF ILLINOIS }
COUNTY OF DEKALB } SS

I, _____, as County Clerk of Dekalb County, Illinois, do

hereby certify that there are no delinquent general taxes, no unpaid current general taxes, no unpaid special taxes, no unpaid forfeited taxes and no redeemable tax sales against any of the property described herein.

I further certify that I have received all statutory fees in connection with the property described herein.

Given under my hand and seal of the County Clerk at: _____, Illinois.

This _____ day of _____, 2022.

By: _____

Dekalb County Clerk
(PLEASE SIGN & PRINT)

COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS } PLAT CABINET _____
COUNTY OF DEKALB } SS SLIDE NO. _____

This instrument number _____ was filed for the record in the Recorder's Office of Dekalb County, Illinois.

This _____ day of _____, 2022.

at _____ o'clock _____

Dekalb County Recorder
(PLEASE SIGN & PRINT)

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

I, TIMOTHY G. WOLFE, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-003535, DO HEREBY CERTIFY THAT AT THE REQUEST OF THE OWNER THEREOF, HAVE SURVEYED AND SUBDIVIDED INTO THREE LOTS AND DEDICATED RIGHTS-OF-WAY THE HEREON DESCRIBED LAND:

THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DEKALB COUNTY, ILLINOIS.

I FURTHER CERTIFY THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION WHICH WAS PREPARED IN COMPLIANCE WITH THE LAWS OF THE STATE OF ILLINOIS.

I FURTHER CERTIFY THAT THE PROPERTY DESCRIBED AND SHOWN ON THE PLAT HEREON DRAWN IS WITHIN THE CORPORATE LIMITS OF THE CITY OF DEKALB, ILLINOIS WHICH HAS ADOPTED A CITY PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE.

I FURTHER CERTIFY THAT ACCORDING TO A SCALED INTERPRETATION OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR DEKALB COUNTY, ILLINOIS AND INCORPORATED AREAS, HAVING MAP NUMBER 1703700275E, WITH AN EFFECTIVE DATE OF SEPTEMBER 21, 2000, AND A MAP REVISION DATE OF JANUARY 2, 2009, THIS SITE APPEARS TO BE LOCATED IN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).

GIVEN UNDER MY HAND AND SEAL THIS 19TH DAY OF JULY IN THE YEAR 2022.



TIMOTHY G. WOLFE
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-003535
JACOB & HEFNER ASSOCIATES
MY LICENSE EXPIRES NOVEMBER 30, 2022

Survey No.:	D 4 0 0 r
Ordered By:	CHICAGOWEST BUSINESS CENTER
Described As:	PLAT OF SUBDIVISION
Date Prepared:	JULY 19, 2022
Scale:	1" = 150'
Plotted By:	THW
Reviewed By:	THW

DL
Companies
Architecture
Engineering
Environmental
Land Surveying

EXHIBIT E

DRYED OFFICE / PROPOSED LOADING

BUILDING ELEVATOR ELECTRIC ROOM AND STAIR

B.O.D. HIGH 150'-0"

T.O.P. 110'-0"

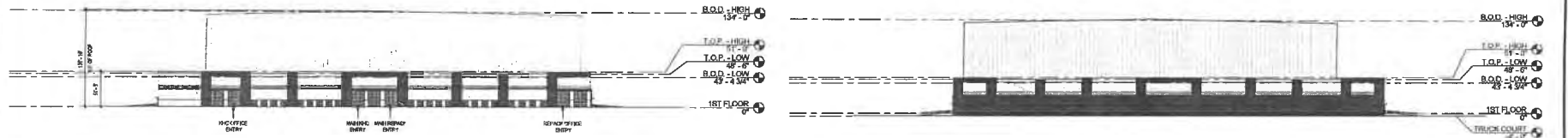
T.O.P. 100'-0"

B.O.D. 100'-0"

1ST FLOOR 87'-0"

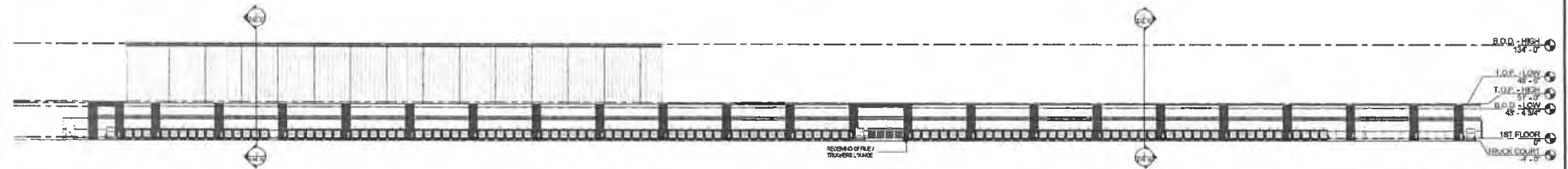
TRUCK COURT

1 SCHEMATIC EAST ELEVATION
1" = 60'-0"

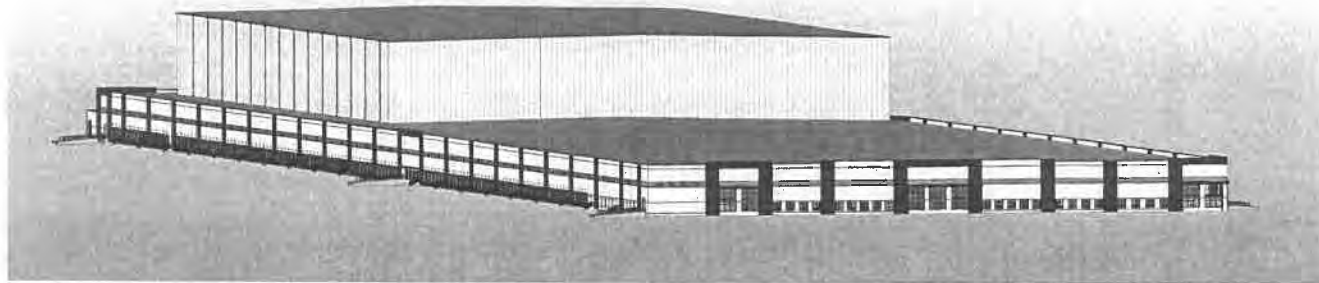


2 SCHEMATIC SOUTH ELEVATION
1" = 60'-0"

3 SCHEMATIC NORTH ELEVATION
1" = 60'-0"



4 SCHEMATIC WEST ELEVATION
1" = 60'-0"



5 SCHEMATIC PERSPECTIVE

PROJECT WILDCAT
1771 EAST GURLER ROAD
DEKALB, IL

DESCRIPTION
FINAL SCHEMATIC
ELEVATION EXHIBIT

PHOTOGRAPHY
ILLUSTRATION
FEATURES
REVIEW
40-41-42-43

SYNTHETIC EXTERIOR FINISHES

SA4.01

Comp
Architecture
Engineering
Environmental
Land surveying



PROJECT WILDCAT
1771 EAST GURLER ROAD
DEKALB, IL

NO	DATE	DESCRIPTION
1	7/26/22	FINAL SCHEMATIC ELEVATION EXHIBIT

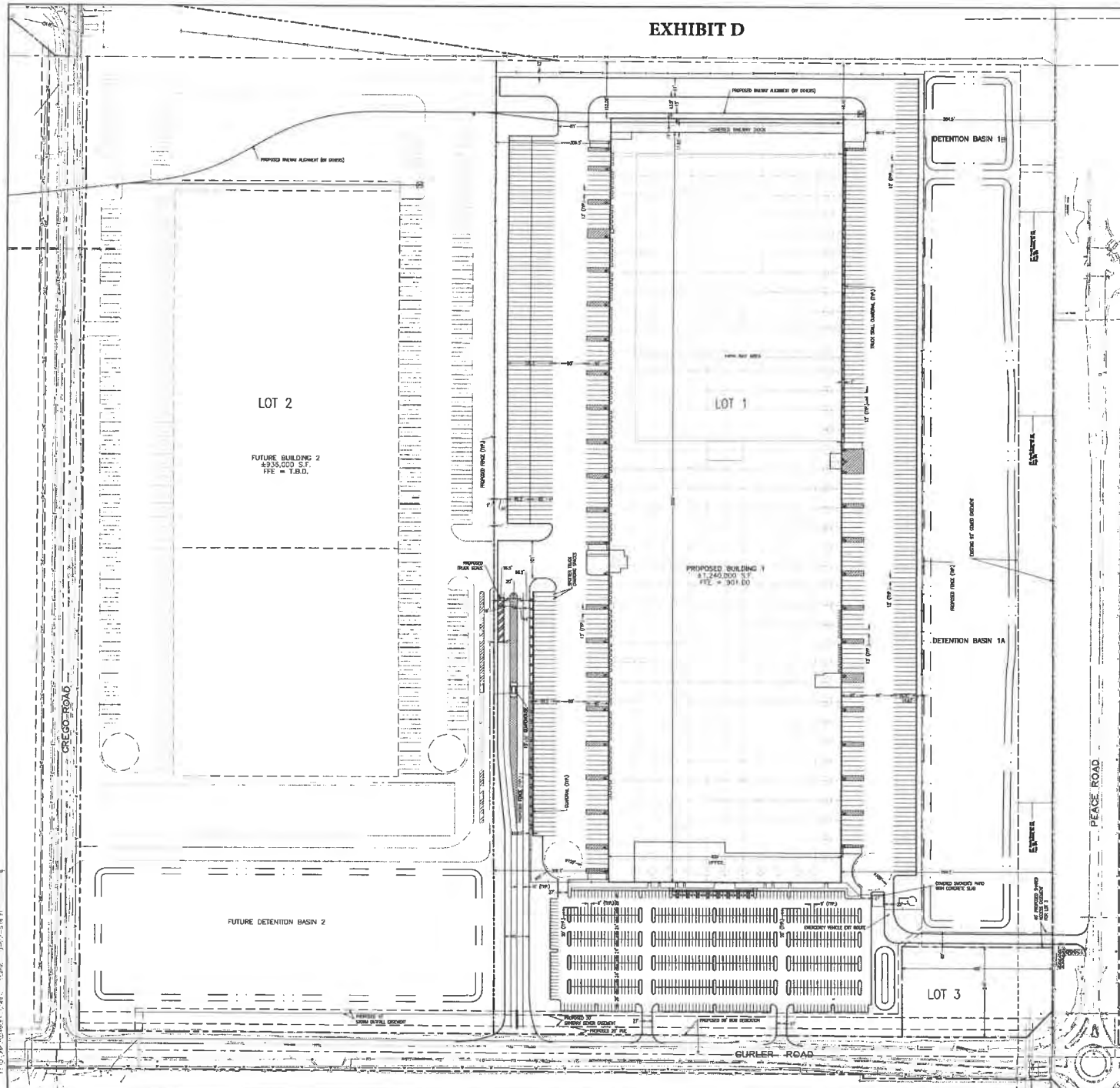
SYNOPSIS

SA5.10

EXHIBIT D

Preliminary Development Plan

EXHIBIT D



SITE INFORMATION	
PERSONAL VEHICLE PARKING	18
ACCESSIBLE PARKING	748
VEHICLE PARKING	
TOTAL VEHICLE PARKING	764
LOADING DOCK POSITIONS	
LOADING DOCK STALL	120
KNOCK-OUT DOCK STALL	85
TOTAL DOCK POSITIONS	185
TRAILER PARKING	
TRAILER STALL	360
TRAILER STORAGE STALL	86
TOTAL TRAILER PARKING	466
SPOTTER TRUCK CHARGING STALLS	2
SITE AREA INFORMATION	
LOT 1 AREA	88.87 ACRES
LOT 2 AREA	65.35 ACRES
LOT 3 AREA	2.16 ACRES
DEVELOPMENT AREA	6.07 ACRES
GROSS SITE AREA	180.25 ACRES

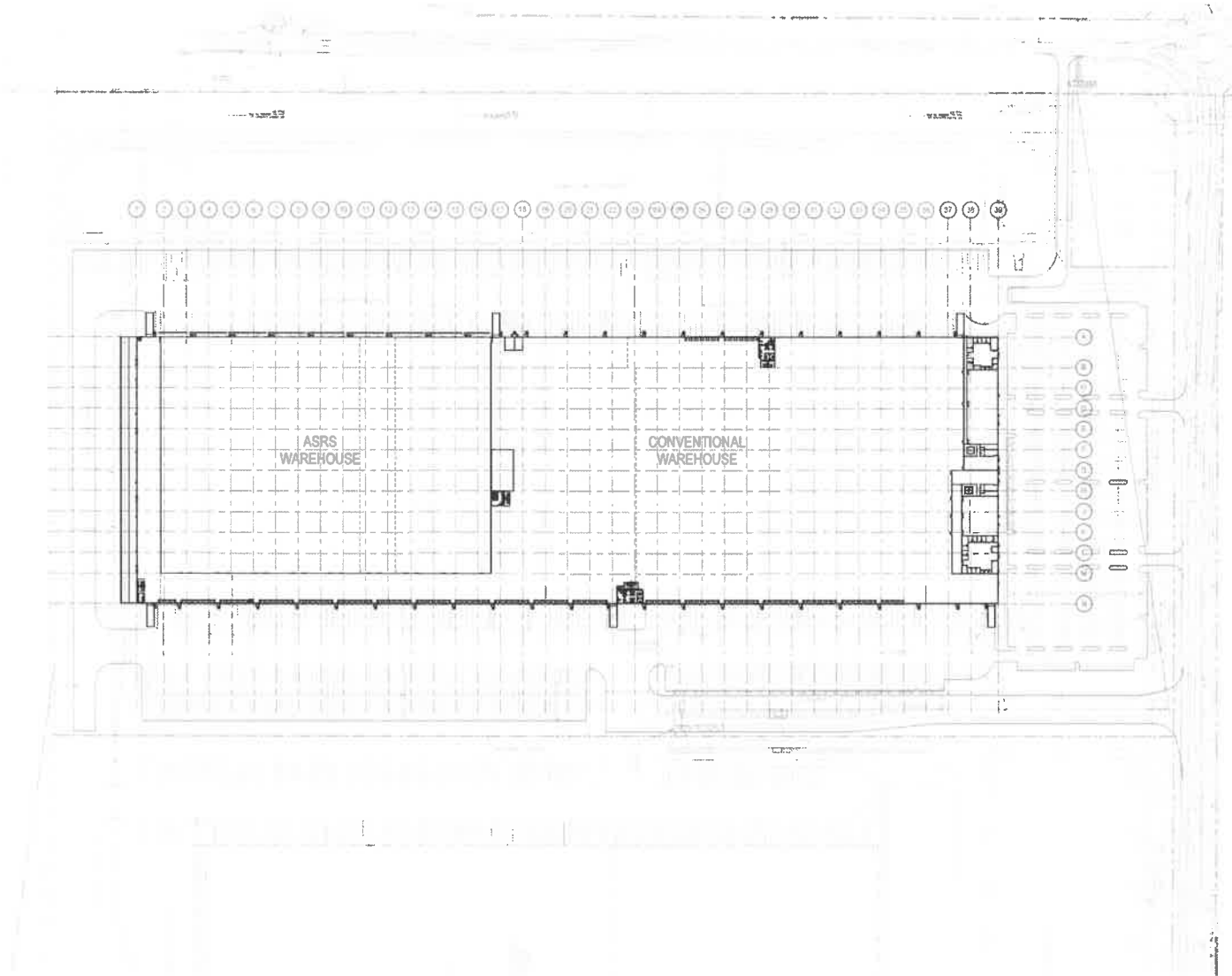
SITE PLAN EXHIBIT
PROJECT WILDCAT
KRUSINSKI CONSTRUCTION COMPANY
DEKALB, ILLINOIS

JACOB & HEFNER ASSOCIATES
 1144 E. 10th Street, Decatur, IL 62521
 PHONE: (312) 351-1111 FAX: (312) 351-1111
 WWW.JACOBHEFNER.COM

1"=100'
 D460r
 SPE

7/26/2022 10:35:58 AM C:\Users\Khalid\Documents\2201\Bldg\Arch\DWG\04003579A.dwg @4003579A.dwg

1 OVERALL SCHEMATIC SITE PLAN
1" = 100'-0"



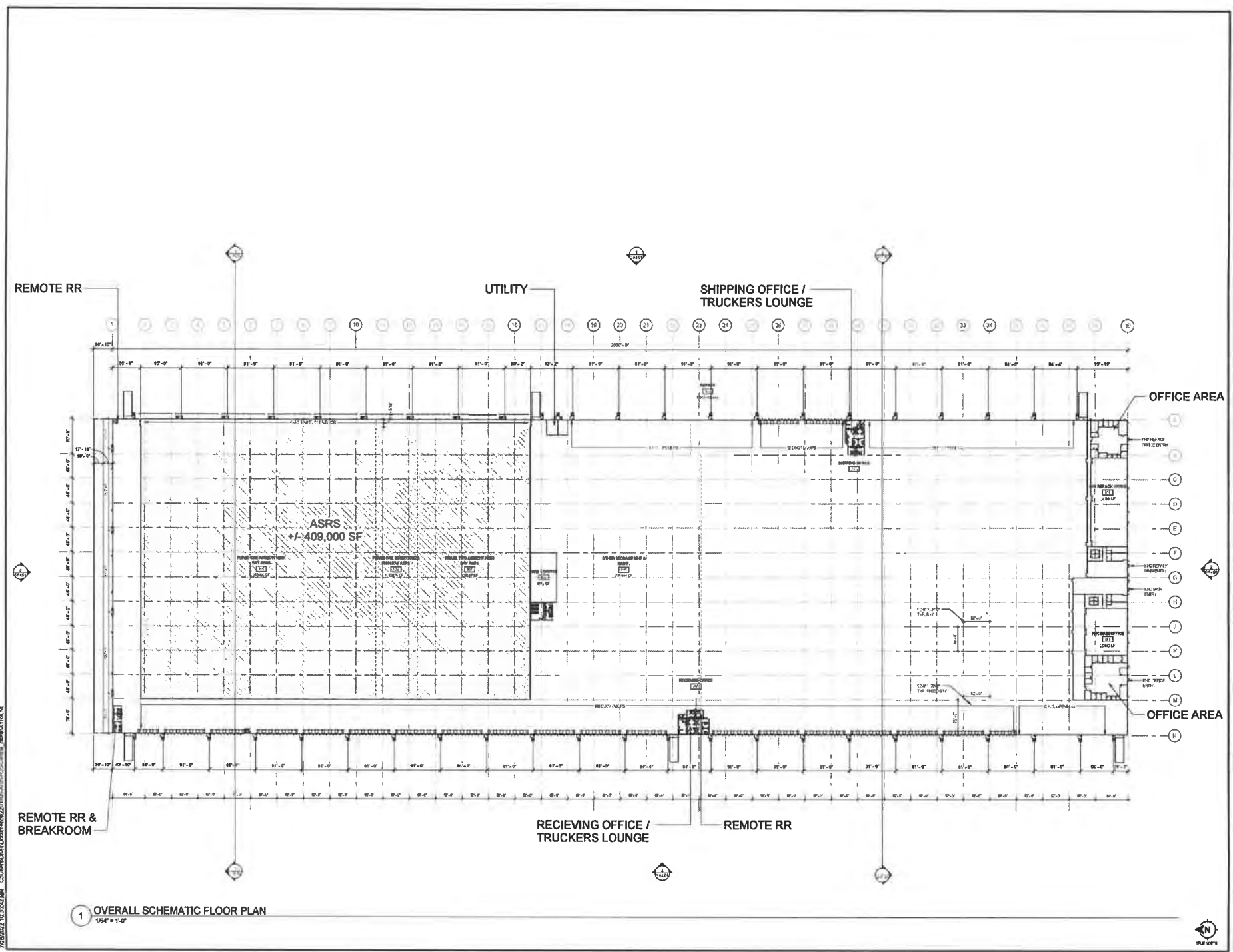
PROJECT WILDCAT
1771 EAST GURLER ROAD
DEKALB, IL

NO. DATE DESCRIPTION
1 7/26/22 FINAL SCHEMATIC
ELEVATION EXHIBIT

Author	Checker
Elmaghrabi, Khalid	Elmaghrabi, Khalid
Project	Project
Sheet	Sheet
Scale	Scale
Notes	Notes

SCHEMATIC SITE PLAN

SA0.01



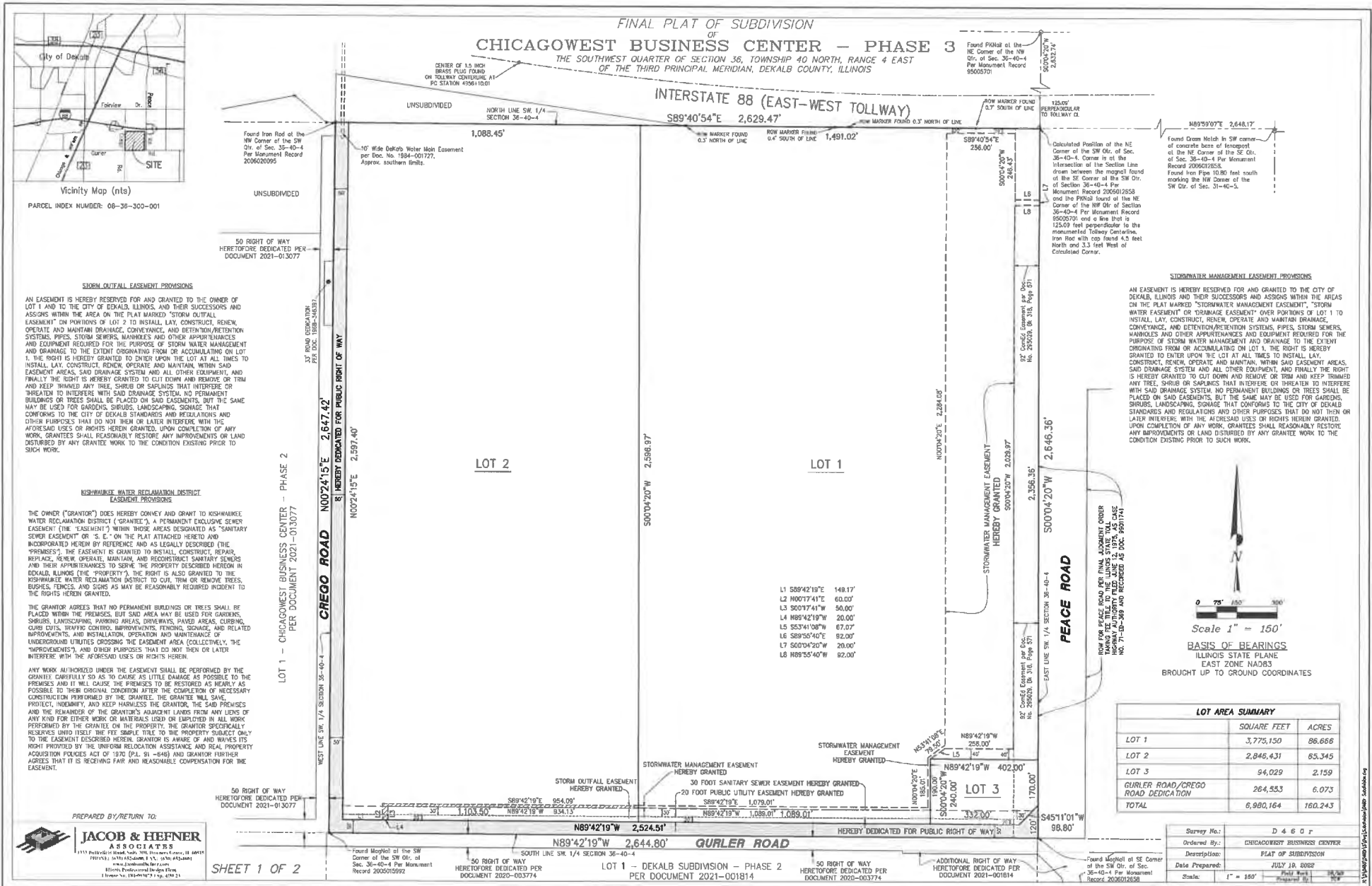
1 OVERALL SCHEMATIC FLOOR PLAN
1/8" = 1'-0"

7/20/2023 10:35:42 AM C:\Users\jdoyle\Documents\2021\1771 East Gurley Road\1771 East Gurley Road.dwg

© 2023 J.E. Smith & Co., Inc. All rights reserved. No part of this drawing may be reproduced or transmitted in any form or by any means electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system, without permission in writing from J.E. Smith & Co., Inc.

EXHIBIT E
Final Plat of Subdivision

EXHIBIT E



PARCEL INDEX NUMBER: 08-36-300-001

FINAL PLAT OF SUBDIVISION
OF
CHICAGOWEST BUSINESS CENTER — PHASE 3

THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 4 EAST
OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS

CERTIFICATE OF OWNER

STATE OF _____)
COUNTY OF _____) SS

This is to certify that JAK 343, LLC, an Illinois limited liability company is the owner of the property described hereon and has caused the same to be surveyed, subdivided, plotted, and recorded as indicated thereon, for the uses and purposes therein set forth, and does hereby acknowledge and adopt the same under the style and title therein indicated.

This _____ day of _____, 2022.

SCHOOL DISTRICT STATEMENT

Pursuant to Section 1.005 of the Plat Act, 765 ILCS 205, this Document shall serve as the School District Statement. To the best of the owner's knowledge the School District(s) in which the tract of land lies, is in the following School District(s):

Dekalb School District 428
901 S. 4th Street
Dekalb, Illinois 60115

JAK 343, LLC, an Illinois limited liability company

By: _____

Name: Jerry R. Krasinski/
Title: Manager

Owner Address:
JAK 343, LLC, an Illinois limited liability company
2107 Swift Drive
Oak Brook, IL 60523

CERTIFICATE OF NOTARY

STATE OF _____)
COUNTY OF _____) SS

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jerry R. Krasinski, the Manager of JAK 343, LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing Owner Certificate in such capacity, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

Given under my hand and notarial seal

This _____ day of _____, 2022.

(Notary Public)

(My Commission Expires)

PUBLIC UTILITY EASEMENT PROVISIONS

A 20 FOOT WIDE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF DEKALB, DEKALB COUNTY, ILLINOIS, AND TO THOSE UTILITY AND OTHER ENTITIES OPERATING NOW, OR IN THE FUTURE, UNDER FRANCHISE FROM THE CITY OF DEKALB (COLLECTIVELY, THE "GRANTEES"), INCLUDING, BUT NOT LIMITED TO VERIZON, COMCAST, XCOM, COMMONWEALTH EDISON COMPANY, AND TO THEIR SUCCESSORS AND ASSIGNS, IN, ON, UPON, ACROSS, OVER, UNDER AND THROUGH THE AREAS SHOWN BY DASHED LINES AND LABELED "PUBLIC UTILITY EASEMENT" ON THIS PLAT OF SUBDIVISION. SUCH EASEMENTS GRANTING AND RESERVING FOR THE GRANTEES THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO INSTALL, CONSTRUCT, RECONSTRUCT, INSPECT, OPERATE, REPLACE, REPAIR, ALTER, ENLARGE, REMOVE, REPAIR, CLEAN AND MAINTAIN VARIOUS UTILITY AND SIMILAR TRANSMISSION, RECORDING AND DISTRIBUTION SYSTEMS, INCLUDING, BUT NOT LIMITED TO CABLES, LINES, TRANSFORMERS, COMPUTER DEVICES, STORM SEWERS, AND ANY AND ALL NECESSARY MANHOLES, PIPES, CONNECTIONS, CATCH BASINS, AND WITHOUT LIMITATION, SUCH OTHER INSTALLATION AS MAY BE REQUIRED TO FURNISH UTILITY AND SIMILAR SERVICES TO THE ATTACHED AREA, AND SUCH APPURTENANCES AND ADDITIONS THEREAS AS THE GRANTEES MAY DEEM NECESSARY, USEFUL OR CONVENIENT, TOGETHER WITH A PERMANENT RIGHT OF ACCESS ACROSS THE LOTS AND REAL ESTATE SHOWN ON THIS PLAT OF SUBDIVISION FOR THE NECESSARY PERSONS AND EQUIPMENT TO DO ANY OR ALL OF THE ABOVE WORK. THE RIGHT IS ALSO HEREBY GRANTED TO THE GRANTEES TO CUT DOWN, TRIM OR REMOVE ANY TREES, SHRUBS, OR OTHER PLANTS THAT INTERFERE WITH THE OPERATION OF OR ACCESS TO SUCH INSTALLATION IN, ON, UPON, ACROSS, OVER, UNDER OR THROUGH SUCH EASEMENT AREAS. NO PERMANENT BUILDINGS OR TREES SHALL BE PLACED ON SUCH EASEMENT AREAS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES AND RIGHTS. WHERE AN EASEMENT IS USED FOR MUNICIPAL-OWNED UTILITIES, OTHER INSTALLATION OF UTILITIES AND OTHER ENTITIES SHALL BE SUBJECT TO THE PRIOR APPROVAL, AS TO LOCATION AND DESIGN, OF THE CITY OF DEKALB SO AS NOT TO INTERFERE WITH THE MUNICIPAL UTILITIES. UPON COMPLETION OF ANY WORK, GRANTEES SHALL REASONABLY RESTORE ANY IMPROVEMENTS OR LAND DISTURBED BY ANY GRANTEE WORK TO THE CONDITION EXISTING PRIOR TO SUCH WORK.

PREPARED BY/RETURN TO:



JACOB & HEFNER
INCORPORATED
1733 E. 11th Street, Suite 200, Decatur, Illinois 62521
PHONE: (312) 426-1400 FAX: (312) 426-1401
www.jacobandhefner.com
Illinois Professional Engineer
License No. 194480-01-2-E-Exp. 6/30/21

SHEET 2 OF 2

CERTIFICATE OF CITY ENGINEER

STATE OF ILLINOIS)
COUNTY OF DEKALB) SS

All required public improvements including streets, sidewalks, sanitary sewers, storm sewers, watermain, and drainage structures have been built, as required, or have been provided for by bond contract OR irrevocable letter of credit to my approval.

Approved this _____ day of _____, 2022.

By: _____

City Engineer
(PLEASE SIGN & PRINT)

CERTIFICATE OF CITY COUNCIL

STATE OF ILLINOIS)
COUNTY OF DEKALB) SS

This is to certify that the attached plat was approved by the Mayor and City Council of the City of Dekalb, Dekalb County, Illinois.

on this _____ day of _____, 2022.

By: _____ Attest: _____

Mayor
(PLEASE SIGN & PRINT)

Executive Assistant
(PLEASE SIGN & PRINT)

CERTIFICATE OF CITY PLANNING AND ZONING COMMISSION

STATE OF ILLINOIS)
COUNTY OF DEKALB) SS

This is to certify that the attached plat was approved by the Planning and Zoning Commission of the City of Dekalb, Dekalb County, Illinois.

on this _____ day of _____, 2022.

By: _____

Chairman of the Plan Commission
(PLEASE SIGN & PRINT)

CERTIFICATE OF SANITARY DISTRICT

STATE OF ILLINOIS)
COUNTY OF DEKALB) SS

This is to certify that the attached plat was approved by the Kishwaukee Water Reclamation District, Dekalb County, Illinois.

on this _____ day of _____, 2022.

By: _____ Attest: _____

President
(PLEASE SIGN & PRINT)

(PLEASE SIGN & PRINT)

CERTIFICATE OF COUNTY CLERK

STATE OF ILLINOIS)
COUNTY OF DEKALB) SS

I, _____, as County Clerk of Dekalb County, Illinois, do

hereby certify that there are no delinquent general taxes, no unpaid current general taxes, no unpaid special taxes, no unpaid forfeited taxes and no redeemable tax sales against any of the property described hereon.

I further certify that I have received all statutory fees in connection with the property described hereon.

Given under my hand and seal of the County Clerk at: _____, Illinois,

This _____ day of _____, 2022.

By: _____
Dekalb County Clerk
(PLEASE SIGN & PRINT)

COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS) PLAT CABINET _____
COUNTY OF DEKALB) SS SLIDE NO. _____

This instrument number _____ was filed for the record in the Recorder's Office of Dekalb County, Illinois.

This _____ day of _____, 2022.

at _____ o'clock _____.

Dekalb County Recorder
(PLEASE SIGN & PRINT)

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

I, TIMOTHY G. WOLFE, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-003533, DO HEREBY CERTIFY THAT AT THE REQUEST OF THE OWNER THEREOF, HAVE SURVEYED AND SUBDIVIDED INTO THREE LOTS AND DEDICATED RIGHTS-OF-WAY THE HEREON DESCRIBED LAND:

THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DEKALB COUNTY, ILLINOIS.

I FURTHER CERTIFY THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION WHICH WAS PREPARED IN COMPLIANCE WITH THE LAWS OF THE STATE OF ILLINOIS.

I FURTHER CERTIFY THAT THE PROPERTY DESCRIBED AND SHOWN ON THE PLAT HEREON DRAWN IS WITHIN THE CORPORATE LIMITS OF THE CITY OF DEKALB, ILLINOIS WHICH HAS ADOPTED A CITY PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE.

I FURTHER CERTIFY THAT ACCORDING TO A SCALED INTERPRETATION OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR DEKALB COUNTY, ILLINOIS AND INCORPORATED AREAS, HAVING MAP NUMBER 17037C0275C, WITH AN EFFECTIVE DATE OF SEPTEMBER 21, 2000, AND A MAP REVISED DATE OF JANUARY 2, 2009, THIS SITE APPEARS TO BE LOCATED IN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).

GIVEN UNDER MY HAND AND SEAL THIS 19TH DAY OF JULY IN THE YEAR 2022.

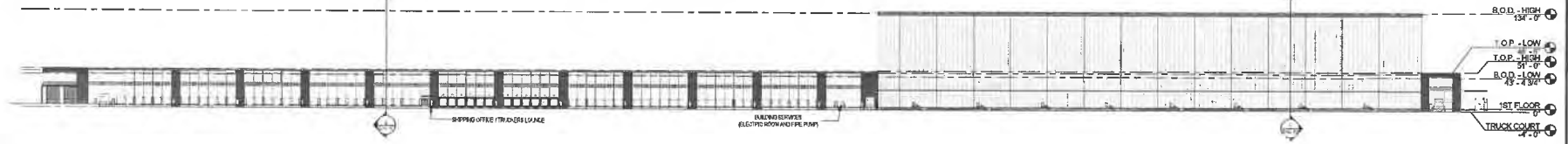


TIMOTHY G. WOLFE
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-003533
JACOB & HEFNER ASSOCIATES
MY LICENSE EXPIRES NOVEMBER 30, 2022

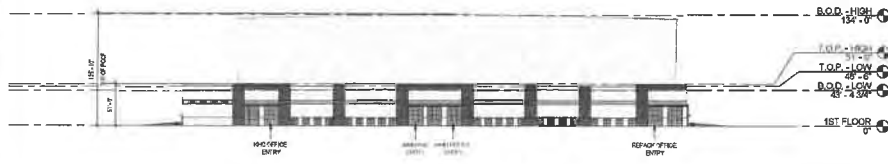
Survey No.:	D 4 8 0 r
Ordered By.:	CHICAGOWEST BUSINESS CENTER
Description:	PLAT OF SUBDIVISION
Date Prepared:	JULY 16, 2022
Scale:	1" = 150'
Printed By:	_____
Prepared By:	_____

EXHIBIT F
Architectural Elevations

EXHIBIT F



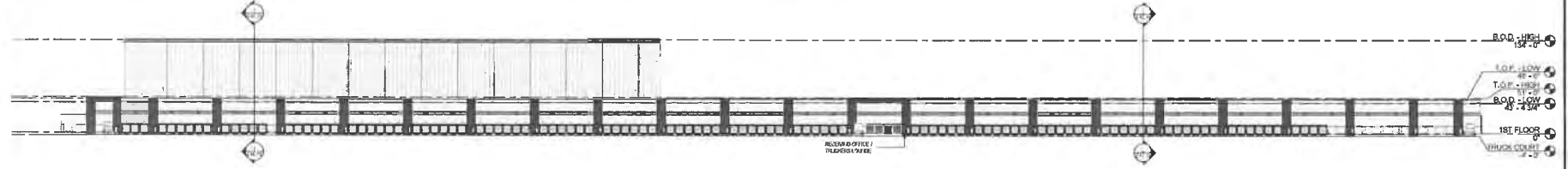
1 SCHEMATIC EAST ELEVATION
1" = 80'-0"



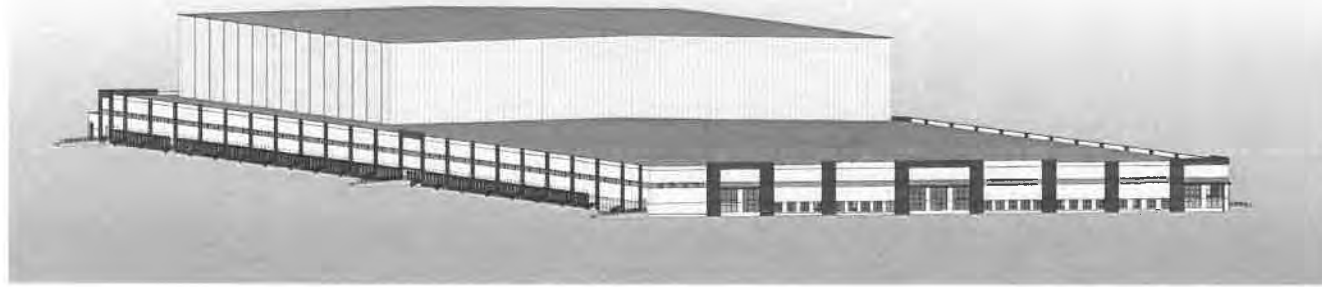
2 SCHEMATIC SOUTH ELEVATION
1" = 80'-0"



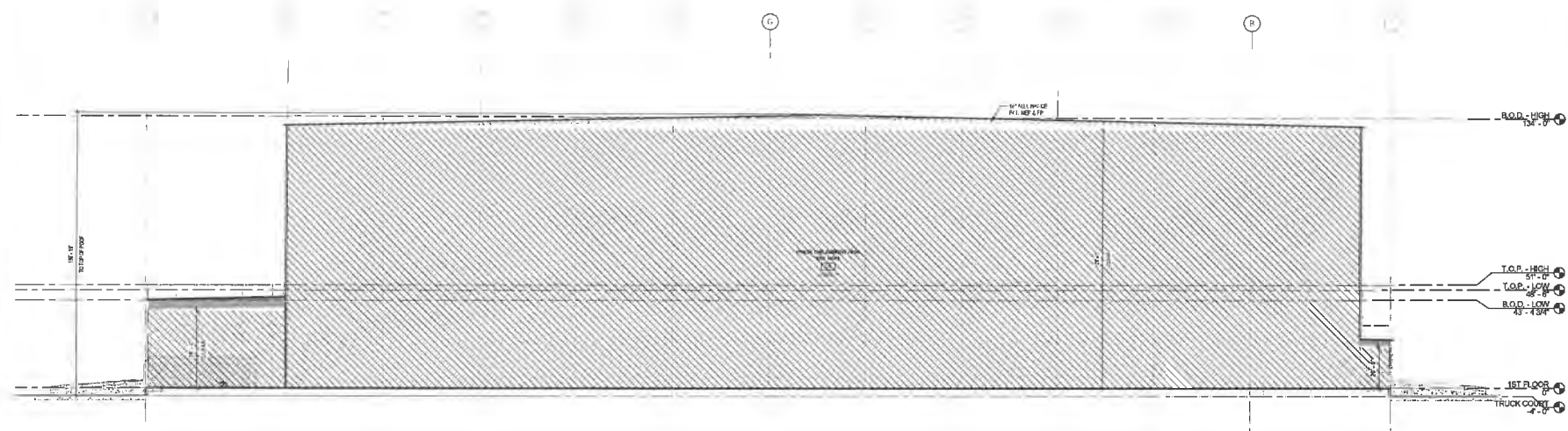
3 SCHEMATIC NORTH ELEVATION
1" = 80'-0"



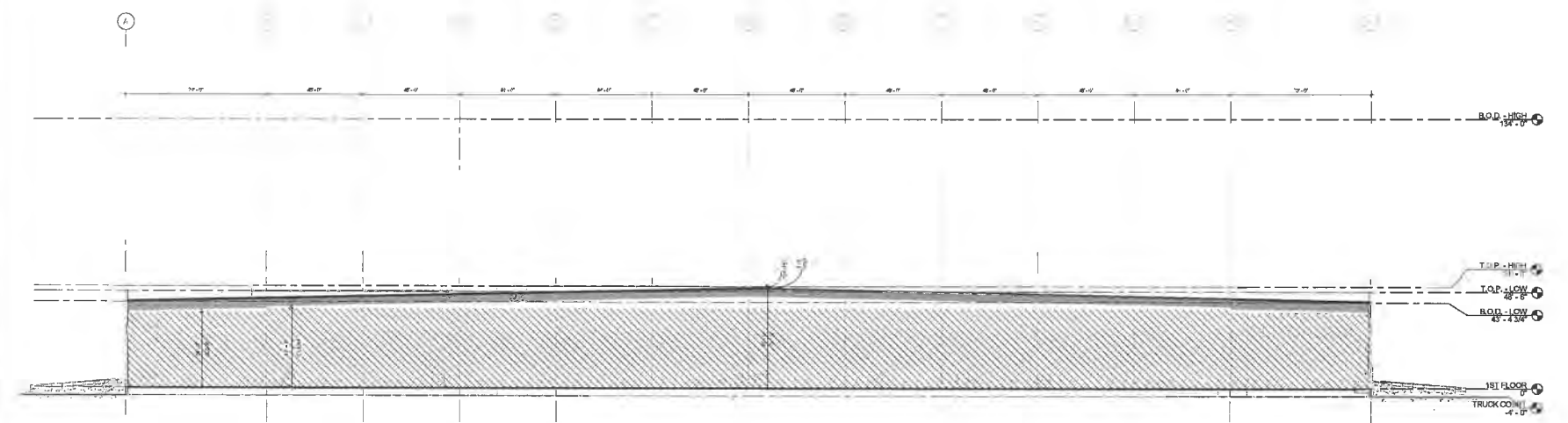
4 SCHEMATIC WEST ELEVATION
1" = 80'-0"



5 SCHEMATIC PERSPECTIVE



1 SCHEMATIC BUILDING SECTION - E/W AXIS - NORTH FACING
3/64" = 1'-0"



2 SCHEMATIC BUILDING SECTION - E/W AXIS - SOUTH FACING
3/64" = 1'-0"



2022007808

DOUGLAS J. JOHNSON
RECORDER - DEKALB COUNTY, IL

RECORDED: 8/16/2022 02:00 PM
REC FEE: 75.00

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

PAGES: 52

CERTIFICATION

I, **RUTH A. SCOTT**, am the duly qualified and appointed Executive Assistant of the City of DeKalb, DeKalb County, Illinois, as authorized by Local Ordinance 2019-059, and as such Executive Assistant, I maintain and am safe-keeper of the records and files of the Mayor and City Council of said City.

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

ORDINANCE 2022-036

**AUTHORIZING AN ANNEXATION AND DEVELOPMENT AGREEMENT
WITH JJK 343, LLC (PROJECT WILDCAT).**

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, on the 8th day of August 2022.

WITNESS my hand and the official seal of said City this 16th day of August 2022.



RUTH A. SCOTT, Executive Assistant

Prepared by and Return to:

City of DeKalb
City Manager's Office
Attention: Ruth A. Scott
164 E. Lincoln Highway
DeKalb, Illinois 60115

FOR IMMEDIATE RELEASE

[Downloads](#)

[Media Contacts](#)

[Email Alerts](#)

[View Full Site](#)

[VIEW ALL NEWS](#)

Thursday, July 13, 2023 9:00 AM

Kraft Heinz Invests \$400M to Build One of the Largest Automated CPG Distribution Centers in North America



Expected to open in 2025, the new facility in DeKalb, Ill. is designed to drive supply chain efficiencies to fuel the Company's continued transformation and growth

PITTSBURGH & CHICAGO – July 13, 2023 – Today, [The Kraft Heinz Company](#) (Nasdaq: KHC) ("Kraft Heinz" or the "Company") announced a more than \$400 million investment to build one of the largest automated CPG distribution centers in North America. Located in DeKalb, Ill., the 775,000 square-foot national distribution facility will feature state-of-the-art automation technology and national railway access, enabling Kraft Heinz to drive greater supply chain efficiencies and distribute its products to retail and foodservice customers faster than ever. The facility is expected to bring more than 150 jobs to the region.



"As we continue on our journey to lead the future of food, our talented North America teams and collaborative external partners are innovating at a rapid pace to expand our supply chain capabilities," said Carlos Abrams-Rivera, Executive Vice President and President, North America at Kraft Heinz. "The DeKalb distribution center is expected to play a critical role in our larger distribution strategy, moving more than 60 percent of Kraft Heinz dry goods in North America through our automated facilities. It's a testament to the dynamic, out-of-the-box thinking of our supply chain teams whose work enables us to operate with greater efficiency and agility every day."

The facility's design includes a 24/7 automated storage and retrieval system with the ability to drive twice the volume for Kraft Heinz customers, distributing more than 60 percent of the Company's foodservice business and approximately 30 percent of all dry goods. It is also expected to contribute to Kraft Heinz's ability to achieve its broader ESG ambitions to reduce its operational environmental footprint through the implementation of sustainable technology and solutions to reduce the waste produced at the facility and minimize its overall environmental impact.

"We're driving end-to-end transformation across our entire supply chain, investing in automated technology and digitized solutions to increase the agility of our logistics operations," said Erin Mitchell, Vice President of Logistics and Head of Network Restructuring at Kraft Heinz. "The construction of our new DeKalb distribution center is the latest example of this transformation in action. We have designed it to help ensure the delivery of our delicious, innovative and iconic products at the right time for our customers and consumers for years to come."

Kraft Heinz has partnered with Trammell Crow Company (TCC), a global commercial real estate developer; Krusinski Construction Company (KCC), as general contractor; Daifuku, as integrated logistics automation provider; and the City of DeKalb and the DeKalb County Economic Development Corporation (DCEDC) on the development of the facility.

"We are pleased to be partnering with Kraft Heinz to develop this innovative project, working alongside KCC to deliver a state-of-the-art facility for Kraft Heinz," said Josh Udelhofen, Senior Vice President with TCC Chicago. "Located in the master planned ChicagoWest Business Center, which TCC has developed in partnership with Jerry Krusinski and his KCC team, Kraft Heinz will be located near other large-scale distribution companies in DeKalb. The area benefits from a strong labor pool, Enterprise Zone incentives, as well as an ideal location along I-88. We look forward to reaching the next construction milestone and moving this project along to deliver the facility to Kraft Heinz in 2025."

"We are very excited that Kraft Heinz will bring its worldwide reputation for quality products and services to our community," said Cohen Barnes, Mayor of DeKalb. "The construction and post-construction employment opportunities they bring will have a positive and lasting impact on our

residents, and this positive impact is compounded by the additional diversification of our tax base, which will spur further interest in DeKalb for many years to come."

"The DeKalb County Economic Development Corporation (DCEDC) is pleased to support the City of DeKalb and the ChicagoWest Business Center in attracting the Kraft Heinz Company to DeKalb County," said DCEDC Executive Director Paul Borek. "As one of the world's largest food and beverage companies with global brand recognition, Kraft Heinz elevates DeKalb's position as a food processing and distribution hub."

About The Kraft Heinz Company

We are driving transformation at The Kraft Heinz Company (Nasdaq: KHC), inspired by our Purpose, *Let's Make Life Delicious*. Consumers are at the center of everything we do. With 2022 net sales of approximately \$26 billion, we are committed to growing our iconic and emerging food and beverage brands on a global scale. We leverage our scale and agility to unleash the full power of Kraft Heinz across a portfolio of six consumer-driven product platforms. As global citizens, we're dedicated to making a sustainable, ethical impact while helping feed the world in healthy, responsible ways. Learn more about our journey by visiting www.kraftheinzcompany.com or following us on LinkedIn and Twitter.

Forward-Looking Statements

This press release contains a number of forward-looking statements. Words such as "believe," "contribute," "design," "drive," "enable," "ensure," "expand," "expect," "increase," "invest," "minimize," "move," "operate," "reduce," "will," and variations of such words and similar future or conditional expressions are intended to identify forward-looking statements. These statements include, but are not limited to, statements about the expected benefits of the project and relationships, impacts of the project on the Company's business, opportunities, performance, and future plans, and other statements that are not historical facts, each of which is based on the Company's current beliefs, expectations, estimates, and projections. These forward-looking statements are subject to a number of risks and uncertainties, many of which are difficult to predict and beyond the Company's control, which could cause actual results to differ materially from those indicated in the forward-looking statements. Those factors include, but are not limited to, the Company's ability to achieve the intended benefits of the project and relationships, the expected costs of the project, and the risk factors set forth in the Company's filings with the Securities and Exchange Commission, including the Company's most recently filed Annual Report on Form 10-K and subsequent reports on Forms 10-Q and 8-K. The Company disclaims and does not undertake any obligation to update, revise, or withdraw any forward-looking statement in this press release, except as required by applicable law or regulation.

###

Multimedia Files:



Kraft Heinz DeKalb National Distribution Center

Download:

[Download original 291 KB \(2789 x 1461\)](#)

[Download thumbnail 47 KB \(200 x 105\)](#)

[Download lowres 221 KB \(480 x 251\)](#)

[Download square 120 KB \(250 x 250\)](#)



Kraft Heinz DeKalb National Distribution Center – Main Entry

Download:

[Download original 1.37 MB \(6400 x 3600\)](#)

[Download thumbnail 41 KB \(200 x 113\)](#)

[Download lowres 197 KB \(480 x 270\)](#)

[Download square 95 KB \(250 x 250\)](#)



Kraft Heinz DeKalb National Distribution Center – Aerial View

Download:

[Download original 3.55 MB \(11175 x 5441\)](#)

[Download thumbnail 44 KB \(200 x 97\)](#)

[Download lowres 214 KB \(480 x 234\)](#)

[Download square 117 KB \(250 x 250\)](#)

[VIEW ALL NEWS](#)