

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

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 under Article VII, Section 6, of the Illinois Constitution of 1970; and

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

WHEREAS, JJK 343, LLC, an Illinois limited liability company (the "Owner"), is the record owner or contract-purchaser of property that is generally located along the east and west sides of IL Route 23, north of Keslinger Road, and west of Crego Road (the "Property"), and which is legally described in Exhibit A of the proposed annexation and development agreement that is attached and incorporated as Exhibit A to this ordinance (the "Agreement"); and

WHEREAS, the Property is about 560 acres of vacant farmland that is in unincorporated DeKalb County and contiguous to the City's corporate limits; and

WHEREAS, on November 11, 2025, the Owner filed a petition to annex the Property into the City under 65 ILCS 5/7-1-8; and

WHEREAS, the City and the Owner negotiated the Agreement to annex the Property into the City's corporate limits and rezone the Property as "PD-I Planned Development Industrial District" to permit the phased development of a data center consisting of four (4) separate buildings totaling approximately 2,965,000 square feet, two (2) electrical substations, and accessory uses; and

WHEREAS, on December 1, 2025, upon due notice as provided by law, the City's Planning and Zoning Commission held a public hearing on the rezoning of the Property; and

WHEREAS, on December 8, 2025, upon due notice as provided by law, the City's corporate authorities held a public hearing on the Agreement before considering this ordinance; and

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

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 as Section 1 to this ordinance.

SECTION 2: The City's corporate authorities, by a vote of two-thirds of those members then holding office, approve the Agreement. The City's corporate authorities further authorize and direct that: (1) the City Manager or Mayor execute the Agreement on the City's behalf; (2) the City Clerk or Executive Assistant attest the Agreement on the City's behalf; (3) the City Manager or designee record this ordinance and the Agreement with the DeKalb County Clerk and Recorder; and (4) the City Manager take all necessary acts to effectuate the Agreement.

SECTION 3: This ordinance shall be the effective legislative act of a home rule municipality without regard to whether such ordinance should (a) contain terms contrary to the provision of current or subsequent non-preemptive state law, or (b) legislate regarding a matter not delegated to municipalities by state law. It is the intent of the City's corporate authorities that if this ordinance is inconsistent with any non-preemptive state law, this ordinance shall supersede state law in the City's jurisdiction.

SECTION 4: Due to the urgent need to immediately effect the annexation of the Property into the City's corporate limits, the City's corporate authorities, by a vote of two-thirds of those members then holding office, find and direct that this ordinance shall take effect immediately upon its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a Regular meeting held on December 8, 2025, and approved by me as Mayor on the same day. Passed on First Reading by a 7-0-1 roll call vote. Aye: Zasada, Larson, Carlson, Powell, Verbic, Walker, Barnes. Nay: None. Absent: Smith. Second Reading waived by a 7-0-1 roll call vote. Aye: Zasada, Larson, Carlson, Powell, Verbic, Walker, Barnes. Nay: None. Absent: Smith.




COHEN BARNES, Mayor

ATTEST:


Ruth A. Scott, Executive Assistant

EXHIBIT A
(Project Vector Annexation Agreement)

ANNEXATION AND DEVELOPMENT AGREEMENT

THIS ANNEXATION AND DEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into as of December 8, 2025 (“Effective Date”) by and between the City of DeKalb, Illinois, a home rule municipal corporation of the State of Illinois (the “City”) and JJK 343, LLC, an Illinois limited liability company (together with its successors and assigns and its affiliates and their respective successors and assigns, the “Company”), and Chicago Title Land Trust Company, as Successor Trustee to Castle Bank N.A. as Trustee under Trust Agreement dated March 9, 2009 and known as Trust Number 2707 (“Owner”). The City and the Company are sometimes referred to herein collectively as the “Parties” and each individually as a “Party”.

RECITALS

A. The Company is the record title owner of the Property except for the Owner’s Parcel, for which the Company is the contract purchaser.¹

B. The Company has determined that the Property is well suited for the development of the Project and, accordingly, the Company has proposed: (1) the construction of: (a) the Data Center Buildings; and (b) the Accessory Structures; and (c) the Improvements; and (2) the possible construction in the future of additional buildings, structures, and improvements as part of the Project if they comply with certain minimum land use and zoning standards defined in the DeKalb Unified Development Ordinance (“UDO”) and are approved by the City Manager.

C. The Company has filed petitions and applications with the City seeking approval of: (1) the annexation of the Property into the corporate boundaries of the City, which petition stated under oath that the petition was signed by Owner; (2) the rezoning of the Property from the SFR-1 District to the PD-I District; (3) an industrial planned development on the Property, including the Final Plan, approving the Project; and (4) two (2) final plats of subdivision for the Property, including the Final Plat and the Final Plan (collectively, the “Applications”).

D. On December 1, 2025, the City’s Planning and Zoning Commission held a duly noticed public hearing to consider approval of the Applications and adopted findings of fact recommending to the City Council approval of the Applications.

E. The City Council has determined that developments such as the Project are in the public interest of the City and its citizens.

F. The Company anticipates that the Project will require a substantial, long-term commitment of capital and resources of the Company, as well as the careful integration of public capital facilities, construction schedules, and the phasing of the development of the Project for the Project to be successful, both for the Company and the City. The Company is unwilling to risk such capital and resources without sufficient assurances from the City that, after the adoption

¹ All initial-capitalized terms used in this Agreement shall have the meanings set forth in Article I or the other provisions of this Agreement.

of the Project Approval Ordinances, among other things: (1) the Property will be adequately entitled and zoned to permit the development and operation of the Project; (2) all required permits, approvals and entitlements for the Project will be granted; (3) all necessary public infrastructure will be available to facilitate and support the development and operation of the Project; (4) after the adoption of the Project Approval Ordinances by the City Council, the City Zoning Ordinance, including the development standards set forth therein, applicable to the Project will remain unchanged with respect to the Property and the Project unless changes are requested by the Company; and (5) the City is committed to facilitate and assist the Company in the development and operation of the Project.

G. The Parties desire to incorporate their understandings and the City's assurances with respect to the Project into this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Company hereby agree as follows:

ARTICLE I DEFINITIONS

1.1 "Accessory Structures" means certain buildings, structures, facilities (both temporary and permanent in nature), and improvements accessory to or necessary for the operation of the Data Center Buildings to be constructed on the Property in connection with the Data Center Buildings.

1.2 "Annexation Ordinance" means an ordinance adopted by the City Council approving the annexation of the Property into the corporate boundaries of the City.

1.3 "Applicable Law" means all applicable federal, state, and City laws, statutes, codes, ordinances, resolutions, rules and regulations, as well as judicial decisions and orders binding on the Parties or the Project, including, without limitation, the Code in force and effect on the Effective Date.

1.4 "Applications" means the applications described in Recital C of this Agreement.

1.5 "City Council" means the City Council and the legislative body of the City.

1.6 "Code" means the "Municipal Code of the City of DeKalb, Illinois" as the same has been and may be amended from time to time.

1.7 "Comprehensive Plan" means that certain "City of DeKalb 2022 Comprehensive Plan Update", dated August 9, 2022, or successor Comprehensive Plan.

1.8 "Data Center Buildings" means four (4) separate buildings totaling approximately 2,965,000 square-feet as depicted on the Final Plan that will be used as Data Centers (as defined in the Zoning Ordinance).

1.9 "Developer" means JJK 343, LLC or its Affiliates.

1.10 “DCEO” means the Illinois Department of Commerce and Economic Opportunity.

1.11 “Electricity Tax” means the tax imposed by the City pursuant to Chapter 63 of the Code upon the privilege of using or consuming electricity acquired in a purchase at retail and used or consumed within the corporate limits of the City. “Electricity Tax” does not include the amount that any utility is authorized to charge pursuant to Section 8-11-2 of the Illinois Municipal Code, 65 ILCS 5/8-11-2, to reimburse the utility for expenses incurred in keeping records, billing customers, preparing and filing returns, remitting the Electricity Tax, and supplying data to the City upon request.

1.12 “Enterprise Zone” means the DeKalb County Enterprise Zone.

1.13 “Enterprise Zone Amendments” means the amendments to the Enterprise Zone approved by all of the designating municipalities of the Enterprise Zone and the County of DeKalb, Illinois, and certified by DCEO, that, among other things: (a) expand the boundaries of the Enterprise Zone to include the Property; and (b) establish a certain 20-year *ad valorem* real property tax abatement for High Impact ICM Knowledge-Based Companies that are located within the Enterprise Zone.

1.14 “Final Engineering Plan” means a plan that the Developer may submit to the City in the future depicting the Improvements, including infrastructure and the Public Improvements, to be constructed in connection with the Project.

1.15 “Final Plan” means the “Final Development Plan”, alternately entitled “Development Plan Exhibit”, prepared by Jacob & Hefner Associates, Inc., dated November 25, 2025, and attached to and hereby made a part of this Agreement as Exhibit B.

1.16 “Final Plat” means collectively the final plat of subdivision for ChicagoWest Business Center – Region II and the final plat of subdivision for ChicagoWest Business Center – Region III prepared by Jacob & Hefner Associates, Inc., both dated November 10, 2025, and attached to and hereby made a part of this Agreement as Exhibit C.

1.17 “Force Majeure Event” means a matter beyond the reasonable control of the Party to perform (excluding unfavorable economic conditions), including: acts of God, including earthquakes, fire, floods, tornados, hurricanes and extreme weather conditions; acts of terrorism; financial and/or banking crises that limit normal extensions of credit; civil disturbances; discovery of hazardous materials; and acts of the United States of America or the State.

1.18 “Improvements” means the on-site and off-site improvements, including infrastructure and the Public Improvements, to be constructed in accordance with the Final Engineering Plan and in connection with the development of the Data Center Buildings and the Accessory Structures, all as provided in Article VI of this Agreement.

1.19 “KWRD” means the Kishwaukee Water Reclamation District.

1.20 “Mayor” means the Mayor and executive of the City.

1.21 “Mortgage” means a mortgage, deed of trust, sale and leaseback or other form of

secured financing.

1.22 “Mortgagee” means the holder of a Mortgage.

1.23 “Official Records” means the official records of the office of the DeKalb County, Illinois Recorder of Deeds.

1.24 “Owner’s Parcel” means that certain real property consisting of approximately 43.01 acres located in unincorporated DeKalb County, Illinois and contiguous with the corporate boundaries of the City, as more particularly described on Exhibit A-1 attached to and hereby incorporated into this Agreement.

1.25 “PD-I District” means the Planned Development – Industrial District of the City.

1.26 “Private Utility Easements” means the easements and the easement areas located under segments of Illinois Route 23, Gurler Road, Keslinger Road and Crego Road requested, from time to time, by the Company for the purpose of surveying, constructing, reconstructing, laying, using, expanding, enlarging, owning, operating, maintaining, testing, inspecting, repairing, replacing, altering, or removing private utility improvements and necessary appurtenances thereto that are required for the operation of the Project in, upon, over, under, through, along, and across the easement areas, together with all reasonable rights of ingress and egress over, along, upon, and across the easement areas and any adjoining lands of the City necessary for the exercise of the Company’s rights.

1.27 “Project” means a multi-year, large-scale project that may include multiple phases extending over a period of years with the uses of one or more Data Centers and/or other facilities (both temporary and permanent in nature) used to house, and in which are operated, maintained and replaced from time to time, computer systems and associated components, such as telecommunications and storage systems, cooling systems, power supplies and systems for managing property performance (including generators and/or energy storage systems), and equipment used for the transformation, transmission, distribution and management of electricity (including substations), internet-related equipment, data communications connections, environmental controls and security devices, structures and site features, as well as certain accessory uses or buildings located on the Property, including, without limitation, offices and research and development, and other related or associated uses, buildings or structures such as utility buildings, structures, improvements and appurtenances located on, adjacent or near the Property that are reasonably related to the Data Center(s).

1.28 “Project Approval Ordinances” means the Annexation Ordinance and the Zoning Approval Ordinance.

1.29 “Property” means that certain real property consisting of approximately 559.1 acres of undeveloped land located in unincorporated DeKalb County, Illinois and contiguous with the corporate boundaries of the City, as more particularly described on Exhibit A attached to and hereby incorporated into this Agreement.

1.30 “Public Improvements” means those Improvements that will be constructed by

Developer and the City in accordance with the Final Engineering Plan and, upon completion, dedicated to, and accepted by, the City, as further described in Article VI of this Agreement.

1.31 “SFR-1 District” means the Single-Family Residential District of the City.

1.32 “State” means the State of Illinois.

1.33 “Taxes” means any and all taxes, special taxes, assessments, levies, impositions, duties, deductions, withholding, charges and fees, including those imposed with respect to any assessment districts, infrastructure financing, community facilities districts, community taxing districts, maintenance districts or other similar districts.

1.34 “Waste Water Agreement” means that certain agreement to be entered into by the Company and the KWRD and dated as of the Effective Date, pursuant to which Waste Water Agreement the KWRD shall agree to provide waste water service to the Project.

1.35 “Zoning Approval Ordinance” means an ordinance to be adopted by the City Council in substantially the form attached to this Agreement as Exhibit D approving: (a) an amendment to the official zoning map of the City to rezone the Property from the SFR-1 District to the PD-I District; (b) an industrial planned development for the Property, including the approval of: (i) the Final Plan depicting the Data Center Buildings and the Accessory Structures, and (ii) the zoning standards and the administrative approval process applicable to the construction of any additional buildings, structures, and improvements on the Property as part of the Project; and (c) the Final Plat and the Final Plan.

1.36 “Zoning Ordinance” means that certain “Unified Development Ordinance of the City of DeKalb,” codified as Chapter 23 of the Code.

ARTICLE II CITY PROCEDURES AND ACTIONS

The City Council, after conducting a duly-noticed public meeting on December 8, 2025, adopted Ordinance No. 2025-050, effective immediately upon adoption, which ordinance: (i) confirmed the City Council’s approval of this Agreement and the City Council’s finding that the provisions of this Agreement are consistent with the Comprehensive Plan and the Applicable Law, and (ii) authorized the execution of this Agreement. The City represents and warrants to the Company that: (a) the City has the full power and authority to enter into this Agreement and to perform its obligations hereunder, (b) this Agreement is a valid and binding obligation, enforceable against the City in accordance with the terms hereof, and (c) the execution and delivery of this Agreement has been validly authorized by all necessary governmental or other action and do not conflict with any other agreements entered into by the City.

ARTICLE III TAXES

3.1 Right to Oppose. The Company shall have the right, to the extent permitted by law, to protest any and all Taxes.

3.2 New Taxes. City staff shall not during the Term (as defined below) recommend or support any new Taxes that are applicable solely to the Project, the Property or the Data Center industry or with the express or inferred intent to specifically or inequitably target the Project, the Property or the Data Center industry.

3.3 Fee Waiver. The City hereby waives, or shall cause to be waived, any and all petition and filing fees, and impact fees related to the Property or the design, development, construction or occupancy of the Project. The City retains the right to impose building plan review and permit fees, engineering fees, and construction inspection fees for the Property's intended development.

ARTICLE IV ANNEXATION

4.1 Annexation Agreement. The Parties acknowledge and agree that this Agreement is an annexation agreement entered into pursuant to Article 11, Division 15.1 of the Illinois Municipal Code, 65 ILCS 5/11-15.1, *et seq.*

4.2 Petition for Annexation. The City acknowledges and agrees that on November 11, 2025, the Company filed with the City a valid petition for annexation pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8.

4.3 Agreement to Annex Property. The City Council agrees that it shall adopt the Annexation Ordinance by no later than the December 22, 2025, regularly-scheduled meeting of the City Council.

4.4 Conditions Precedent to Effective Date of Annexation Ordinance. The Annexation Ordinance shall include a provision that states that the Annexation Ordinance shall not be legally effective until the date that all the following conditions precedent have occurred or, if certain of the conditions precedent have not occurred, the City has received written notice from the Company waiving any of the conditions precedent that have not occurred:

(a) In accordance with Applicable Law: (i) the City has noticed and held all hearings and taken all other action legally required to be taken before the approval and execution of this Agreement, (ii) the City Council has adopted and the Mayor has approved an ordinance approving this Agreement, and (iii) duly authorized representatives of the City and the Company have fully executed and delivered this Agreement;

(b) The City Council has adopted and the Mayor has approved the Annexation Ordinance in accordance with Applicable Law; and

(c) In accordance with Applicable Law: (i) the City has noticed and held all

hearings and taken all other action legally required to be taken before the adoption of each of the Project Approval Ordinances, and (ii) the City Council has adopted and the Mayor has approved the Annexation Ordinance.

4.5 Right to Disconnect. The City acknowledges and agrees that pursuant to Section 7-3-4 of the Illinois Municipal Code, 65 ILCS 5/7-3-4, the Company shall have the right to petition the City for disconnection of the Property, and the City Council shall adopt and record in the Official Records an ordinance disconnecting the Property in accordance with Sections 7-3-4 and 7-3-5 of the Illinois Municipal Code, 65 ILCS 5/7-3-4 and 5/7-3-5, if any of the following conditions subsequent to the adoption of the Annexation Ordinance do not occur:

(a) The City Council has, no later than December 22, 2025, adopted the Zoning Approval Ordinance;

(b) In accordance with Applicable Law, all actions have been taken that are legally required to be taken, including pursuant to Section 9-222.1 of the Illinois Public Utility Act, 220 ILCS 5/9-222.1, and Section 8-11-2 of the Illinois Municipal Code, 65 ILCS 5/8-11-2, for the Project to receive an exemption from the utility taxes imposed by the State and the City, as further described in Section 5.5(a) of this Agreement; provided, however, that the Company shall not have a right to disconnect if the Project does not receive such an exemption from such utility taxes on the basis that the Company does not satisfy the statutory criteria for such an exemption under Section 9-222.1 of the Illinois Public Utility Act, 220 ILCS 5/9-222.1, and Section 8-11-2 of the Illinois Municipal Code, 65 ILCS 5/8-11-2; and

(c) In accordance with Applicable Law: (i) the KWRD Board of Trustees has taken all action legally required to be taken before adopting an ordinance annexing the Property into the corporate boundaries of the KWRD and adopting a resolution approving the Waste Water Agreement, (ii) the KWRD Board of Trustees has adopted an ordinance annexing the Property into the corporate boundaries of the KWRD, and (iii) duly authorized representatives of the KWRD and the Company have fully executed and delivered the Waste Water Agreement; and

(d) In accordance with Applicable Law, all actions have been taken that are legally required to be taken, including pursuant to Section 605-1025 of the Illinois Department of Commerce and Economic Opportunity Act, 20 ILCS 605/605-1025 (titled “Data center investment” and from the text of the section from P.A. 101-31 and 101-604), for the Company to receive certificates of exemption from the Illinois Retailers' Occupation Tax Act, the Illinois Use Tax Act, the Illinois Service Use Tax Act, the Illinois Service Occupation Tax Act, and all locally-imposed retailers' occupation taxes administered and collected by the State Department of Revenue.

ARTICLE V

ENTITLEMENTS AND OTHER GOVERNMENTAL APPROVALS

5.1 Entitlements Needed to Develop. The City represents and warrants to the Company that the Project Approval Ordinances are the only permits, approvals, reviews, and actions (other than building permits for the construction of the Project required pursuant to the City's building code, codified as Chapter 24 of the Code) that are required under Applicable Law to commence

and complete the development and operation of the Project. Nothing herein shall prohibit the Company from seeking other or further permits, approvals, reviews or other actions in connection with the Project as may be deemed necessary or desirable by the Company in its sole discretion. The City represents and warrants to the Company that upon the effective date of the Annexation Ordinance and the Project Approval Ordinances: (a) no Applicable Law would prohibit, prevent, or encumber the development, construction, operation, or occupancy of the Project or any portion thereof in compliance with the Final Plan, Final Plat, and the Project Approval Ordinances; and (b) the Company will have the vested right at all times to develop and operate the Project on the Property, including the right to maintain, remodel, renovate, rehabilitate, rebuild, replenish, or replace the Project or any portion thereof (including any equipment used in operating the Project) for any reason, including in the event of damage, destruction or obsolescence of the Project or any portion thereof (including any equipment used in operating the Project), subject only to the provisions of the City's building code, codified as Chapter 24 of the Code.

5.2 Adoption of Project Approval Ordinances. Upon receipt of complete applications from the Company to (a) rezone the Property from the SFR-1 District to the PD-I District, (b) approve an industrial planned development for the Project on the Property, including the Final Plan, and (c) subdivide (consolidate) the twelve (12) existing parcels on the Property into six (6) lots of record, the City Council shall: (i) cause City staff to review the applications in good faith, diligently, expeditiously, continuously and in accordance with Applicable Law; (ii) promptly after receipt of the applications, cause a duly-noticed public hearing or hearings to be held regarding the applications in accordance with Applicable Law; (iii) cause all other actions to be taken that are required by Applicable Law for the City Council to consider and adopt the Project Approval Ordinances; and (iv) adopt the Project Approval Ordinances no later than the December 22, 2025, regular meeting of the City Council.

5.3 Content and Effect of Zoning Approval Ordinance. The Zoning Approval Ordinance shall be in substantially the form attached to this Agreement as Exhibit D, include a provision stating that it shall be legally effective on the same date as the Annexation Ordinance becomes legally effective, and shall comply with the following provisions:

(a) Rezoning. The City acknowledges that pursuant to Section 4.05 of the Zoning Ordinance, the Property will be located within the SFR-1 District upon the annexation of the Property into the corporate boundaries of the City. The Zoning Approval Ordinance shall approve an amendment to the official zoning map of the City to rezone the Property from the SFR-1 District to the PD-I District.

(b) Planned Development. The City acknowledges and agrees that the Company may desire, but shall not be obligated, to construct additional buildings, structures, and improvements on the Property in connection with the Project after the construction of the Data Center Buildings and the Accessory Structures, but the design of any additional buildings, structures, and improvements has not been determined and depends on factors that the Company cannot currently predict with certainty, such as advances in technology. The Zoning Approval Ordinance shall approve an industrial planned development for the Property, including the approval of: (a) the Final Plan depicting the Data Center Buildings and the Accessory Structures; and (b) certain zoning and development standards described as the "Development Standards"

attached as Exhibit C to the Zoning Approval Ordinance. The Zoning Approval Ordinance shall include provisions that authorize the City Manager to approve any additional buildings, structures, and improvements on the Property that satisfy the Development Standards attached to the Zoning Approval Ordinance and, therefore, may be developed “as of right” within the industrial planned development, without further public hearings or further approval by the Planning and Zoning Commission or City Council.

(c) Subdivision. The Zoning Approval Ordinance shall approve the Final Plat and the Final Plan and shall authorize the City Manager to approve the Final Engineering Plan. The Zoning Approval Ordinance shall include provisions directing the Executive Assistant to record the Final Plat in the Official Records. The Company shall have the right, but not the obligation, to subdivide or re-subdivide, from time to time the Property, or any portion thereof.

(d) Acknowledgment of Compliance. The Parties acknowledge and agree that the form of Zoning Approval Ordinance attached to this Agreement as Exhibit D complies with the minimum requirements of this Section 5.3.

(e) Minor Modifications. The City authorizes the City Manager to approve minor modifications to the Final Plat and Final Plan when those modifications do not materially change the overall operational characteristics of the Project. Minor modifications may include adjustments to building footprints, internal drive aisles, equipment yards, parking areas, loading docks, open space, landscaping, fencing, security features, utility routing, stormwater facilities, and similar technical or engineering refinements that do not increase total floor area by more than ten percent (10%) beyond what is set forth in the Final Plan, as well as a change in location of any access point along Illinois Route 23, Keslinger Road and/or Crego Road, or a reduction in the number of access locations. Any minor modification must remain consistent with Zoning Approval Ordinance. To request an administrative minor modification, the Company shall submit a written request and supporting materials to the City Manager, who shall issue a written approval, approval with conditions, or denial within fifteen business days. Approved minor modifications shall be placed in the official and shall have the same force and effect as the approved Final Plan.

5.4 Changes in the Code and Zoning Ordinance. No addition to, or modification of, the Code, including the Zoning Ordinance and any other zoning, land use or building regulation, adopted or effective after the effective date of the Project Approval Ordinances, shall be applied to the Project or the Property, unless the Company elects in its sole discretion upon notice to the City to have such addition or modification apply to the Project or the Property or any portion thereof, in which case such addition or modification shall be deemed incorporated into the Applicable Law with respect to the Project or the Property or such portion thereof, as applicable. The City represents to the Company that no provision of the Code conflicts with the provisions of this Agreement. If applicable state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as necessary to comply with such state or federal laws or regulations. The City shall not add or modify any Applicable Law, including any zoning, land use or building regulation, with the express or inferred intent to specifically or inequitably target the Project, the Property, or the Data Center industry or in a manner that adversely affects the Project, the Property, or the Data Center industry. City staff shall not support or initiate any zoning application to convert

any property adjacent to the Property to residential purposes, unless such zoning application includes at least a one hundred foot (100') setback from any property line adjacent to the Property.

5.5 Energy.

(a) Electricity Tax. The City shall, pursuant to Section 9-222.1 of the Illinois Public Utility Act, 220 ILCS 5/9-222.1, and Section 8-11-2 of the Illinois Municipal Code, 65 ILCS 5/8-11-2, promptly adopt an ordinance, authorizing the exemption from the City's Electricity Tax of fifty percent (50%) of electricity used or consumed by the Project. Such exemption shall be first applied to electricity used or consumed by the Project commencing in the first full calendar year that is two years after the date that the Project is fully energized and for a period of 20 calendar years thereafter. The Company shall, on an annual basis, no later than March 31 of each year, provide the City with a summary of the electricity bills it has received for the Property during the prior calendar year and proof of payment of same. The Company shall cooperate with any reasonable audit that the City may reasonably request, but not more often than once each calendar year, to verify that the amounts of Electricity Tax remitted to the City by the utility company comply with Applicable Law and this Section 5.5(a). Notwithstanding anything contained in this Agreement to the contrary, the Company may, at its sole option at any time, elect to opt out of any exemption ordinance or any exemptions granted by the City as contemplated under this Section 5.5(a).

(b) Alternative Energy. The City acknowledges that the Company is exploring (but shall not be obligated to pursue) options to use alternative energy sources, including gas turbines, solar panels, geothermal cooling, and wind energy, to operate the Project or a portion thereof. The City represents to the Company that after the adoption of the Project Approval Ordinances such alternative energy sources will be allowed on the Property under Applicable Law.

(c) Bridging Power and Emergency Electrical Back-Up. Until ComEd provides a sufficient quantity of reliable electrical power to the Property to serve the critical load requirements of the Project, the City acknowledges that the Company intends to use Turbo Cell generators to power the Project. Once the necessary ComEd capacity is on-line and available to the Project, the Turbo Cell generators may be used as a backup system providing an uninterrupted power supply to the Project.

(d) New ComEd Substation. The City acknowledges that ComEd will be developing and constructing a new power substation on approximately 160 acres located adjacent to and to the east of the Property. To the extent that the City has authority to do so under Applicable Law, the City agrees to require that ComEd develop said parcel in a manner that is consistent with the look and quality of the Project, including, without limitation, requiring suitable fencing, landscaping, detention, paved roadway(s) and paved service entrance(s) on the site, with the end of promoting and not diminishing the future value of the Property and the Project, as well as surrounding developments.

(e) Future ComEd Subdivision(s). The City acknowledges that it may be necessary to re-subdivide the Property to accommodate future ComEd facilities that will service the Project. The City and the Company agree that, notwithstanding any contrary requirements of the City's Zoning Ordinance (UDO), including, without limitation, Articles 5.13 or 15, any such

proposed amendments to any approved final plat, including, without limitation, the Final Plat, and/or any approved final development plan, including, without limitation, the Final Plan shall be subject to the review and approval of the City Manager. Such review and approval shall not be unreasonably withheld and shall not require further public hearings.

5.6 Moratoria or Interim Control Ordinances. No ordinance, resolution, policy or other measure enacted after the Effective Date that relates directly or indirectly to the Property, the Project or to fees associated with or the timing, sequencing or phasing of the development or construction of the Project shall apply to the Property or this Agreement, unless: (i) it is reasonably found by the City, based on written findings supported by the record, that the measure is both necessary and narrowly tailored to address a demonstrable and immediate threat to the public health and safety of the residents of the City, (ii) it is generally applicable on a City-wide basis (except to the extent necessary in the event of a natural disaster), and (iii) the measure does not materially alter the vested development rights granted under this Agreement and does not impose requirements more restrictive than those imposed on similarly situated properties within the City.

5.7 Timeframes and Staffing for Processing and Review. The City shall expedite processing of all Project Approval Ordinances (including staff review and processing and actions by any boards and commissions) and any other approvals or actions requested by the Company in connection with the Project, including but not limited to, the Final Engineering Plan and the building permits required for the Project. The City shall promptly review any and all plans and the prompt performance of any and all inspections required for the design, construction, development, and occupancy of the Project.

5.8 Other Approvals. The City shall assist and cooperate in good faith with the Company in connection with obtaining any (a) approvals and permits from other governmental or quasi-governmental agencies having jurisdiction over the Property or the Project, including, without limitation, any approvals that the Company may need to seek from the Illinois Department of Transportation, and (b) similar documents and instruments from third parties, as may be necessary or desirable in connection with the development or operation of the Project. If City action is required in connection with obtaining any such approvals, permits, documents or instruments, the City shall take final action within ten (10) Business Days (as defined below) following its receipt of each such request; provided that such period shall be tolled for any period during which the City is awaiting revisions or additional information from the Company that are necessary to complete the City process. Specifically, the City agrees to issue all required approvals, permits, documents or instruments that may be required for the Company to bring utilities from any portion of the Property to another portion of the Property, including, without limitation, bringing utilities to and from Regions III and Region II of the Property.

5.9 Timing and Rate of Development. The Project may include multiple phases extending over a period of years. The City acknowledges that, as of the Effective Date, the Company cannot predict if, when or at what rate the development of the Project will occur, which will depend upon numerous factors, including factors outside of the control of the Company, such as market orientation and demand, competition, availability of qualified laborers, availability of sufficient and reliable electrical power to the Property, and weather conditions. Subject to the Project Approval Ordinances, the Company may develop the Project in such order and at such rate and

times as the Company deems appropriate in its sole and absolute discretion, which the City agrees is consistent with the intent, purpose and understanding of the Parties. Nothing in this Agreement shall be construed to require the Company to proceed with developing the Project or any portion thereof.

5.10 Additional Property. Following the Effective Date, the Company may from time to time acquire other parcels of real property within or contiguous with the corporate boundaries of the City (whether in one or more parcels, “Additional Property”). If the Company acquires Additional Property, the City agrees, upon receipt of notice thereof, to grant the approvals and take the actions necessary to authorize the Company to construct and operate a project similar to the Project on the Additional Property, including, without limitation, the execution and delivery of an annexation agreement and/or development agreement with the Company with respect to the Additional Property on substantially similar terms as this Agreement, to the extent applicable and requested by the Company.

5.11 Conservation Area. On the Building 4 site depicted on the Development Plan Exhibit, in an area marked “Detention” and consisting of approximately 15 acres, bordering Gurler Road to the north and the Union Pacific right of way to the west, no permanent building structures will be permitted. The entire area will be used for detention and conservation purposes. The provisions of this paragraph shall not be amended on any present or future plans.

ARTICLE VI

DATA CENTER BUILDINGS, ACCESSORY STRUCTURES, AND IMPROVEMENTS

6.1 Data Center Buildings and Accessory Structures. After the adoption by the City Council of the Project Approval Ordinances, the Company shall have the right, but not the obligation, to construct one or more of the Data Center Buildings and the Accessory Structures in a phased approach, all in accordance with the Project Approval Ordinances, the Final Plan, and the Final Plat. The City acknowledges and agrees that nothing in this Agreement shall require the Company to develop the Property, make any on-site or off-site improvements, or perform any work as a condition of any of the Project Approval Ordinances or the rights of the Company under this Agreement.

6.2 Building Permits; Certificates of Occupancy. The City shall issue all permits for the Project required by the City’s Building Code, codified as Chapter 24 of the Code, within 15 Business Days after receipt by the City of a complete permit application from the Company. The City also agrees to support phased permitting for the Project. The City shall grant individual certificates of occupancy for any phased occupancy of a building so long as the City’s applicable life safety codes are satisfied. Temporary occupancy certificates shall be granted when each building is substantially completed if weather and seasonable changes prevent the installation of landscaping, service walks, sidewalks, final driveway surfaces, or final lift of roadway paving provided that the Company complies with the bonding and other requirements for temporary certificates of occupancy set forth in the City’s applicable codes. The required landscaping, flatwork and paving shall be installed at such time as weather permits.

6.3 Water, Sewer, and Roadway Improvements.

(a) Approval of Improvements. The Parties acknowledge and agree that: (1) the Company, Developer, and the City have been collaborating in good faith to design the Improvements; and (2) the final design of the Improvements, to be depicted on the Final Engineering Plan, will not be complete until after the adoption of the Project Approval Ordinances by the City Council. The City Manager's review and approval of the Final Engineering Plan shall not be unreasonably withheld, conditioned, or delayed. The City Manager shall review and approve a Final Engineering Plan within 10 Business Days after receipt thereof from Developer.

(b) Construction of Improvements. The Parties acknowledge and agree that: (1) Developer may have commenced the design of the Improvements before the Company acquired all the title to the Property; and (2) the Improvements benefit the land owned by Developer located adjacent to, and to the north of, the Property, as well as the Property. The City shall receive, before the commencement of construction of the Improvements, performance security for the completion of the Public Improvements in an amount and upon the terms required by, and in accordance with, the applicable provisions of the Code.

6.4 Dedication of Public Improvements. After the completion of construction of the Improvements, the City shall receive notice requesting final inspection and approval of the Improvements by the City. Upon receipt of such notice, the City shall in good faith expeditiously inspect and approve the Improvements. Upon the approval of, and prior to acceptance by the City of the Public Improvements, (a) Developer and the Company shall, at no cost to the City, execute, or cause to be executed, all documents, including a plat of dedication, as the City may reasonably require to transfer ownership of the Public Improvements to, and evidence ownership of the Public Improvements by, the City, free and clear of all liens, claims, encumbrances, and restrictions, unless otherwise approved by the City in writing; and (b) the City shall receive, in accordance with applicable provisions of the Code, security for the maintenance of the Public Improvements for the period of time required by the applicable provisions of the Code. In accordance with the provisions of this Agreement, Developer and the Company shall, at no cost to the City, at the same time grant, or cause to be granted, to the City, any easements or other property rights as the City may reasonably require to maintain, operate, service, repair, and replace the Public Improvements after acceptance thereof by the City. The City Council shall accept the dedication of the Public Improvements and acknowledges and agrees that upon and after the dedication of the Public Improvements by Developer and the Company, and the acceptance of the Public Improvements by the City, the City shall, at no cost to Developer or the Company, maintain the Public Improvements at its sole cost and expense.

6.5 Dedication of Land Under Gurler Road, Keslinger Road and Crego Road. The Company shall cause to be dedicated to the City the land owned by the Company under the segments of Gurler Road, Keslinger Road and Crego Road depicted on the Final Plat; provided, however, that the Company shall have the right to request, from time to time, for its use the Private Utility Easements and the City shall grant the same. The City shall accept such dedication, subject to the Private Utility Easements. The City acknowledges and agrees that the Company has no obligation with respect to the maintenance or future improvement of any portion of the dedicated land, Gurler Road, Keslinger Road or Crego Road, except for the maintenance of any private utility improvements that the Company may construct in the future within the Private Utility Easements.

ARTICLE VII MORTGAGES

7.1 Mortgages. This Agreement shall not prevent or limit the Company from encumbering the Property or any estate or interest therein, portion thereof, or any improvement thereon, in any manner whatsoever by one or more Mortgages with respect to the construction, development, use or operation of the Project or any portion thereof. The City acknowledges that Mortgagees may require certain interpretations and modifications of this Agreement. Upon the Company's request from time to time, the City shall meet with the Company and such Mortgagees to negotiate in good faith any such requests for interpretation or modification. The City shall not withhold its consent to any such requested interpretation or modification that is consistent with the intent and purposes of this Agreement.

7.2 Mortgagee Not Obligated. A Mortgagee shall not have any obligation or duty to perform pursuant to the terms set forth in this Agreement.

7.3 Mortgagee Notice and Cure Rights. If requested in writing by a Mortgagee, the City shall deliver to such Mortgagee any notice of default delivered to the Company hereunder. A Mortgagee shall have the right, but not the obligation, to cure such default within one hundred twenty (120) days after such Mortgagee receives such notice, during which period the City shall not exercise any remedies hereunder.

7.4 Disaffirmation. If this Agreement is terminated with respect to a portion of the Property by reason of any default by the Company or as a result of a bankruptcy proceeding of the Company, or if this Agreement is disaffirmed by a receiver, liquidator or trustee for the Company or its property, then the City, if requested by a Mortgagee, shall negotiate in good faith, with the most senior requesting Mortgagee, a new development agreement for the Project as to such portion of the Property. This Agreement does not require any Mortgagee or the City to enter into a new development agreement pursuant to this Section 7.4.

ARTICLE VIII TERM

The term of this Agreement (the "Term") shall commence on the Effective Date and continue for a period of twenty (20) years unless terminated sooner in accordance with the provisions of this Agreement. The Company may at any time and for any reason terminate this Agreement automatically upon notice thereof to the City; provided, however, that the Company shall not have the right to disconnect the Property from the City except as provided in Section 4.5 of this Agreement. If any of the privileges or rights created by this Agreement would otherwise be unlawful or void for violation of: (i) the rule against perpetuities or some analogous statutory provision; (ii) the rule restricting restraints on alienation; or (iii) any other statutory or common law rules imposing time limits, then the affected privilege or right will continue only until 21 years after the death of the last survivor of the now living lawful descendants of the current President of the United States, or for any shorter period that may be required to sustain the validity of the affected privilege or right.

ARTICLE IX THIRD PARTY TRANSACTIONS

9.1 Estoppel Certificate. At any time, and from time to time, either Party may deliver written notice to the other Party requesting that such other Party certify in writing that, to the knowledge of the certifying Party: (i) this Agreement is in full force and effect and a binding obligation of the Parties; (ii) this Agreement has not been amended or modified, or if amended or modified, a description of each such amendment or modification; (iii) the requesting Party is not then in breach of this Agreement, or if in breach, a description of each such breach; and (iv) any other factual matters reasonably requested (an “Estoppel Certificate”). The City Manager or its authorized designee may execute, on behalf of the City, any Estoppel Certificate requested by the Company that is consistent with this Section 9.1. The City acknowledges that an Estoppel Certificate may be relied upon by transferees or successors in interest to the Company and by Mortgagees holding an interest in the Property.

9.2 No Third-Party Beneficiaries. The only parties to this Agreement are the City and the Company. There are no third-party beneficiaries under this Agreement, and except for assignees and successors-in-interests to either Party, this Agreement shall not be construed to benefit or be enforceable by any other party whatsoever.

ARTICLE X DEFAULT AND REMEDIES

10.1 Generally. In the event of a default of this Agreement, the non-defaulting Party shall provide written notice of the default to the defaulting Party and shall specify a period of not less than fifteen (15) days during which the defaulting Party shall have the right to cure such default; provided, however, that such cure period may be extended if (i) the default cannot reasonably be cured within the cure period provided in such notice, (ii) the curing Party notifies the non-defaulting Party of such fact by no later than the end of the cure period provided in the notice, (iii) the curing Party has theretofore been diligent in pursuing the cure and (iv) the curing Party in such extension notice covenants to (and thereafter actually does) diligently pursue the cure to completion. If the defaulting Party fails to cure the default, the non-defaulting Party may either (a) terminate this Agreement and seek damages from the defaulting Party or (b) enforce this Agreement by the remedy of damages or specific performance or both.

10.2 Mutual Waiver of Consequential Damages. Except in the case of gross negligence, bad faith or willful misconduct, for which claims for consequential damages are expressly reserved by the Parties, each Party hereby waives all claims against the other Party for any consequential or indirect damages that may arise out of or relate to this Agreement.

ARTICLE XI MISCELLANEOUS

11.1 Force Majeure. If due to the occurrence of a Force Majeure Event a Party is unable to meet any obligation hereunder, then the deadline for performing such obligation shall be automatically extended by one (1) day for each day of such Force Majeure Event; provided that such Party shall diligently and in good faith act to the extent within its power to remedy the

circumstances of such Force Majeure Event affecting its performance or to complete performance in as timely a manner as is reasonably possible. Notwithstanding the previous sentence, if either Party reasonably determines that a pandemic, including a COVID-19 pandemic, may cause performance under this Agreement by either Party to be temporarily impossible, infeasible, or an unreasonable risk to the public health and welfare, such Party shall immediately provide notice by email and in writing to the other Party. As soon as practicable after receipt of any such notice, the Parties shall confer and cooperate in good faith to agree upon a plan regarding how to address the Parties' obligations under this Agreement in light of the pandemic.

11.2 Recitals. The recitals of this Agreement are material terms hereof and shall be binding upon the Parties.

11.3 Notice. Whenever any notice is required or permitted under this Agreement, it shall be by email and in writing and shall be delivered personally, with acknowledgment of receipt being obtained by the delivering Party, or by U.S. Certified Mail, return receipt requested, or by overnight delivery service by a reliable company, such as Federal Express or United States Parcel Service. Until further notification by written notice in the manner required by this Section 11.3, notices to the Parties shall be delivered as follows:

City: City of DeKalb, Illinois
164 E. Lincoln Hwy.
DeKalb, IL 60115
Attention: City Manager (bill.nicklas@cityofdekalb.com)
John F. Donahue (jdonahue@drlawpc.com)
Matthew D. Rose (mrose@drlawpc.com)

Company: JJK 343, LLC
2107 Swift Road
Oak Brook, IL 60523
Attention: Jerry Krusinski (jerryk@krusinski.com)

With a copy to:

Tabangay & Turner LLC
180 West Park Avenue, Suite 210
Elmhurst, IL 60126
Attention: Adrian Tabangay
(atabangay@t2lawfirm.com)

If notice is given by U.S. Certified Mail, then the notice shall be deemed to have been given on the second (2nd) Business Day after the date the envelope containing the notice is deposited in the U.S. Mail, properly addressed to the Party to whom it is directed, postage prepaid. Notice made by email, personal delivery, or overnight delivery shall be deemed given when received.

11.4 Assignment. The Company may assign its rights and obligations under this Agreement to any (i) affiliate controlling, controlled by or under common control with the

Company (and upon such assignment the assigning entity shall be relieved of its covenants, commitments and obligations hereunder) or (ii) subsequent owner of all or any portion of the Property. If the Company sells all or any portion the Property and assigns its rights and obligations hereunder to its successor in title to said portion of the Property, then the Company shall be relieved of all its covenants, commitments and obligations hereunder with respect to that portion of the Property.

11.5 Run with the Land. This Agreement shall run with the Property and any portion thereof as it may be subdivided or recombined. The Company may record in the Official Records a memorandum of this Agreement setting forth the existence of this Agreement.

11.6 Entire Agreement. This Agreement, including all Exhibits attached hereto, contains the entire agreement between the Parties regarding the subject matter hereof, and all prior or contemporaneous communications or agreements between the Parties or their respective representatives with respect to the subject matter herein, whether oral or written, are merged into this Agreement and extinguished. No agreement, representation or inducement shall be effective to change, modify or terminate this Agreement, in whole or in part, unless in writing and signed by the Party or Parties to be bound by such change, modification or termination. If any term or provision of this Agreement or any application thereof shall be unenforceable, the remainder of this Agreement and any other application of any such term or provision shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties acknowledge and agree that this Agreement represents a negotiated agreement, having been drafted, negotiated and agreed upon by the Parties and their respective legal counsel. Therefore, the Parties agree that the fact that one Party or the other Party may have been primarily responsible for drafting or editing this Agreement shall not, in any dispute over the terms of this Agreement, cause this Agreement to be interpreted against such Party. It is the Parties' collective intention to encourage, promote and aid the Project so that the opportunities and positive community impacts of the Project are fully realized by the City, its citizens and the Company.

11.7 Waivers. Neither Party may waive any condition or breach of any representation, term, covenant or condition of this Agreement, except in a writing signed by the waiving Party and specifically describing the condition or breach waived. The waiver by either Party of any condition or breach of any representation, term, condition or covenant contained in this Agreement shall not be deemed to be a waiver of any other representation, term, condition or covenant or of any subsequent breach of the same or of any other representation, term, condition or covenant of this Agreement.

11.8 Governing Law. This Agreement is governed by and shall be construed in accordance with the laws of the State.

11.9 Interpretation. The section headings of this Agreement are for convenience of reference only and shall not be deemed to modify, explain, restrict, alter or affect the meaning or interpretation of any provision hereof. Whenever the singular number is used, and when required by the context, the same includes the plural, and the masculine gender includes the feminine and neuter genders. All references herein to "Section" or "Exhibit" reference the applicable Section of this Agreement or Exhibit attached hereto; and all Exhibits attached hereto are incorporated herein and made a part hereof to the same extent as if they were included in the body of this Agreement.

The use in this Agreement of the words “including”, “such as” or words of similar import when used with reference to any general term, statement or matter shall not be construed to limit such term, statement or matter to the specific terms, statements or matters, unless language of limitation, such as “and limited to” or words of similar import are used with reference thereto. Rather, such terms shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such term, statement or matter.

11.10 Counterparts. This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the Parties in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A scanned or photocopy signature on this Agreement, any amendment hereto or any notice delivered hereunder shall have the same legal effect as an original signature.

11.11 Business Days. As used herein, the term “Business Day” shall mean a day that is not a Saturday, Sunday or legal holiday in the State. All other references to “days” hereunder shall mean calendar days. If the date for the performance of any covenant or obligation under this Agreement shall fall on a Saturday, Sunday or legal holiday in the State, then the date for performance thereof shall be extended to the next Business Day.

11.12 Effect on Other Vested Rights. This Agreement does not abrogate any rights established or preserved by any applicable law, or by the Water and Sewer Agreement or by any other agreement or contract executed by the City and the Company in connection with the Project, or that have vested or may vest pursuant to common law or otherwise.

11.13 Confidential Information. The Company may designate any trade secrets or confidential business information included in any report or other writing delivered to the City pursuant to or in connection with this Agreement by any method intended to clearly set apart the specific material that the Company claims to be either its trade secrets or confidential business information that, if released, would give an advantage to competitors or result in unfair competitive injury to the Company (such information, collectively, “Confidential Business Information”). For the avoidance of doubt, all building plans shall be deemed Confidential Business Information. The City shall redact or delete any Confidential Business Information from any records it makes available for inspection or of which it provides copies. Within two (2) Business Days following the City’s receipt of any request to inspect or obtain copies of public records relating to this Agreement or the Project, the City shall provide written notice of the same to the Company, which notice shall include a copy of such request. The City shall not allow inspection or provide copies of any such records until the Company shall have had not less than five (5) Business Days (following and excluding the day on which the Company receives such notice) to determine whether to contest the right of any party to inspect or receive copies of such records. Any such action to enjoin the release of Confidential Business Information may be brought in the name of the Company or the City. The costs, damages, if any, and attorneys’ fees in any proceeding commenced by the Company or at its request by the City to prevent or enjoin the release of Confidential Business Information in any public records relating to this Agreement or the Project shall be borne by the Company. The Company shall defend and indemnify the City from and against all claims, causes of action, costs, damages, fines, liabilities, penalties, and attorneys’ fees arising out of any such proceeding to prevent or enjoin the release of Confidential Business

Information.

11.14 Attorneys' Fees. If any action is brought by either Party against the other Party, relating to or arising out of this Agreement or the enforcement hereof, the prevailing Party shall be entitled to recover from the other Party the reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The provisions of this Section 11.14 shall survive the termination of this Agreement and the entry of any judgment and shall not merge, or be deemed to have merged, into any judgment.

11.15 Further Assurances. Upon the request of the other Party, each Party agrees to (i) furnish to the other Party such requested information, (ii) execute and deliver to the other Party such requested documents and (iii) do such other acts and things reasonably required for the purpose of carrying out the intent of this Agreement.

11.16 Waiver of Jury Trial. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (I) ARISING UNDER THIS AGREEMENT OR (II) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO. EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT EITHER PARTY MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS EVIDENCE OF SUCH WAIVER.

11.17 Venue. The sole venues for any causes of action or claims under this Agreement shall be the Circuit Court of DeKalb County, Illinois and the United States District Court for the Northern District of Illinois.

11.18 No Personal Liability. The Parties acknowledge and agree that the individuals who are members of the group constituting the corporate authorities of the City and the members, managers, and directors of the Company are entering into this Agreement in their corporate capacities as members of such group and shall have no personal liability in their individual capacities.

[Signatures appear on following page]

CITY:

The City of DeKalb,
a home rule municipal corporation of the State of Illinois

By: [Signature]
Name: Cohen Barnes
Title: Mayor

**ATTEST:**

Executive Assistant

By: [Signature]
Name: Ruth A. Scott
Title: Executive Assistant

COMPANY:

JJK 343, LLC,
an Illinois limited liability company

By: [Signature]
Name: JERRY R. KRUSINSKI
Title: MANAGER

OWNER:

Chicago Title Land Trust Company, as Successor Trustee to Castle Bank N.A. as Trustee under Trust Agreement dated March 9, 2009 and known as Trust Number 2707

By: [Signature]
Name: Gregory Kasprzyk
Title: Trust Officer



This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

EXHIBIT A

PROPERTY

REGION II:

TRACT 1

(PARCEL 1): (P.I.N. 11-03-200-056)

THAT PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SOUTH POINTE GREENS P.U.D. UNIT TWO, THENCE SOUTHERLY, ALONG THE EAST LINE OF SAID SUBDIVISION, SAID EAST LINE BEING THE EAST LINE OF THE WEST HALF OF SAID NORTHEAST QUARTER, 753.02 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY RIGHT OF WAY FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTHERLY, ALONG SAID WEST LINE, 474.16 FEET; THENCE WESTERLY, AT AN ANGLE OF 90 DEGREES 03 MINUTES 39 SECONDS, MEASURED COUNTERCLOCKWISE FROM SAID WEST LINE, 211.21 FEET TO SAID SOUTHEASTERLY RIGHT OF WAY LINE; THENCE NORTHEASTERLY, AT AN ANGLE OF 65 DEGREES 58 MINUTES 19 SECONDS, MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, 519.28 FEET TO THE POINT OF BEGINNING, ALL IN AFTON TOWNSHIP, DEKALB COUNTY, ILLINOIS.

(PARCEL 2): (P.I.N. 11-03-200-064)

THE EAST HALF (E 1/2) OF THE NORTH EAST QUARTER (NE 1/4) OF SECTION THREE (3), EXCEPTING THE RIGHT-OF-WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY;

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCELS:

EXCEPTION PARCEL 1: (EXCEPTION P1 OF P2)

THAT PART OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 3, THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 636.90 FEET; THENCE WESTERLY AT AN ANGLE OF 90 DEGREES 00 MINUTES MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 590.00 FEET; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 637.53 FEET TO THE NORTH LINE OF SAID

SECTION 3, THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 590.00 FEET TO THE PLACE OF BEGINNING.

EXCEPTION PARCEL 2: (EXCEPTION P2 OF P2)

THAT PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 3; THENCE SOUTH 0 DEGREES 46 MINUTES WEST ALONG THE EAST LINE OF SAID SECTION 3 (THE BEARING FOR THE SAID EAST LINE OF SAID SECTION 3 BEING ESTABLISHED IN RELATION TO THE ASSUMED BEARING ASSIGNED TO THE CENTER LINE OF ILLINOIS ROUTE 23), A DISTANCE OF 711.49 FEET TO THE PLACE OF BEGINNING; THENCE NORTH 87 DEGREES, 25.5 MINUTES WEST, FOR A DISTANCE OF 27.65 FEET TO A POINT, WHICH POINT IS 40.0 FEET LEFT AS MEASURED AT RIGHT ANGLES FROM THE CENTER LINE FOR FEDERAL AID ROUTE 24; THENCE SOUTH 2 DEGREES, 34.5 MINUTES WEST PARALLEL TO THE SAID CENTER LINE OF FEDERAL AID ROUTE 24 AND THE TANGENT TO THE CURVE OF THE CENTER LINE OF FEDERAL AID ROUTE 24, A DISTANCE OF 332.19 FEET TO AN ANGLE POINT; THENCE NORTH 88 DEGREES, 17 MINUTES WEST, FOR A DISTANCE OF 20.0 FEET TO A POINT, WHICH POINT IS 60.0 FEET LEFT AS MEASURED AT RIGHT ANGLES FROM THE CENTER LINE FOR FEDERAL AID ROUTE 24; THENCE SOUTH 0 DEGREES 51 MINUTES WEST, FOR A DISTANCE OF 1221.43 FEET TO A POINT; THENCE CONTINUING SOUTH 0 DEGREES, 48 MINUTES WEST, FOR A DISTANCE OF 388.22 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3, WHICH POINT IS 60.0 FEET LEFT AS MEASURED AT RIGHT ANGLES FROM THE SAID CENTER LINE OF FEDERAL AID ROUTE 24; THENCE SOUTH 89 DEGREES, 53 MINUTES EAST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 3, FOR A DISTANCE OF 60.0 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 3; THENCE NORTH 0 DEGREES, 46 MINUTES EAST ALONG THE EAST LINE OF SAID SECTION 3, FOR A DISTANCE OF 1939.79 FEET TO THE PLACE OF BEGINNING.

EXCEPTION PARCEL 3: (EXCEPTION P3 OF P2)

LOT 4 AND LOT 5 OF CARONA SUBDIVISION IN THE NORTHEAST FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 4 EAST OF THE 3RD P.M., DEKALB COUNTY, ILLINOIS.

EXCEPTION PARCEL 4: (EXCEPTION P4 OF P2)

THAT PART OF THE EAST 1/2 OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SOUTH POINTE GREENS P.U.D. UNIT

TWO; THENCE SOUTHERLY, ALONG THE EAST LINE OF SAID SUBDIVISION, SAID EAST LINE BEING THE WEST LINE OF THE EAST HALF OF SAID NORTHEAST QUARTER, 607.16 FEET TO THE NORTHWESTERLY LINE OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY RIGHT OF WAY; THENCE NORTHEASTERLY, AT AN ANGLE OF 24 DEGREES 00 MINUTES, MEASURED CLOCKWISE FROM SAID EAST LINE, ALONG SAID NORTHWESTERLY LINE, 555.42 FEET TO THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE WESTERLY, AT AN ANGLE OF 65 DEGREES 56 MINUTES 20 SECONDS, MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID NORTH LINE, 225.91 FEET TO THE POINT OF BEGINNING, ALL IN AFTON TOWNSHIP, DEKALB COUNTY, ILLINOIS.

EXCEPTION PARCEL 5: (EXCEPTION P5 OF P2)

PART OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 3; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 636.90 FEET FOR THE PLACE OF BEGINNING; THENCE WESTERLY AT AN ANGLE OF 90 DEGREES 00 MINUTES MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 590.00 FEET; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 395.68 FEET; THENCE EASTERLY AT AN ANGLE OF 90 DEGREES 00 MINUTES MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 590.00 FEET TO THE EAST LINE OF SAID SECTION 3; THENCE NORTHERLY ALONG THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 395.68 FEET TO THE PLACE OF BEGINNING; EXCEPTING THEREFROM LOTS 4 AND 5 IN CARONA SUBDIVISION OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DEKALB COUNTY, ILLINOIS; ALSO EXCEPTING THEREFROM THAT PART DESCRIBED IN DOCUMENT 2014003837.

EXCEPTION PARCEL 6: (EXCEPTION P6 OF P2)

THAT PART OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT FIVE IN CARONA SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK "Q" OF PLATS, PAGE 63; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT AND SAID SOUTH LINE EXTENDED 276.81 FEET; THENCE SOUTHEASTERLY, AT AN ANGLE OF 2 DEGREES 59 MINUTES 52 SECONDS MEASURED CLOCKWISE FROM SAID SOUTH LINE, 258.71 FEET TO THE WESTERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 23; THENCE EASTERLY, AT AN ANGLE OF 178 DEGREES 30 MINUTES 58 SECONDS, MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG A JOG IN SAID WESTERLY RIGHT OF WAY LINE, 18.46 FEET TO SAID WESTERLY RIGHT OF WAY

LINE OF ILLINOIS ROUTE 23; THENCE NORTHERLY, AT AN ANGLE OF 88 DEGREES 23 MINUTES 53 SECONDS, MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID WESTERLY RIGHT OF WAY LINE 13.98 FEET TO THE POINT OF BEGINNING, ALL IN AFTON TOWNSHIP, DEKALB COUNTY, ILLINOIS.

EXCEPTION PARCEL 7: (EXCEPTION P7 OF P2)

THAT PART OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT FIVE IN CARONA SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK "Q" OF PLATS, PAGE 63; THENCE WESTERLY, ALONG THE SOUTH LINE OF SAID LOT AND SAID SOUTH LINE EXTENDED, 276.81 FEET FOR THE POINT OF BEGINNING; THENCE SOUTHEASTERLY, AT AN ANGLE OF 2°59'52" MEASURED CLOCKWISE FROM SAID SOUTH LINE, 258.71 FEET TO THE WESTERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 23; THENCE SOUTHERLY, AT AN ANGLE OF 93°00'10", MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID WESTERLY RIGHT OF WAY LINE, 15.00 FEET; THENCE WESTERLY, AT AN ANGLE OF 88°04'12", MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, 533.38 FEET TO A POINT ON THE WEST LINE OF THE EAST 590.00 FEET OF THE NORTHEAST QUARTER OF SAID SECTION THAT IS 10.57 FEET SOUTHERLY OF THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT FIVE; THENCE NORTHERLY, AT AN ANGLE OF 91°56'27", MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID WEST LINE, 25.00 FEET; THENCE SOUTHEASTERLY, AT AN ANGLE OF 86°59'11", MEASURED COUNTERCLOCKWISE FROM SAID WEST LINE, 274.11 FEET TO THE POINT OF BEGINNING, ALL IN AFTON TOWNSHIP, DEKALB COUNTY, ILLINOIS.

TRACT 2

(PARCEL 1): (PER TRUSTEE'S DEED PER DOCUMENT NUMBER 2009-000411)

THAT PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE WESTERLY, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, 60.0 FEET TO THE WESTERLY RIGHT OF WAY LINE OF S.B.I. ROUTE 23; THENCE NORTHERLY, AT AN ANGLE OF 89 DEGREES 16 MINUTES 52 SECONDS, MEASURED COUNTERCLOCKWISE FROM SAID SOUTH LINE, ALONG SAID WESTERLY RIGHT OF WAY LINE, 873.47 FEET; THENCE WESTERLY, AT RIGHT ANGLE TO SAID WESTERLY RIGHT OF WAY LINE, 544.50 FEET; THENCE NORTHERLY, AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, 570.58 FEET FOR THE POINT OF BEGINNING; THENCE WESTERLY, AT AN ANGLE OF 89 DEGREES 16 MINUTES 52 SECONDS, MEASURED

CLOCKWISE FROM THE LAST DESCRIBED COURSE, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER, 2042.92 FEET TO THE EAST LINE OF THE WEST 16.5 FEET OF SAID SOUTHEAST QUARTER; THENCE NORTHERLY, AT AN ANGLE OF 89 DEGREES 16 MINUTES 57 SECONDS, MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID EAST LINE, 168.66 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERLY RAILROAD; THENCE NORTHEASTERLY AT AN ANGLE OF 155 DEGREES 59 MINUTES 56 SECONDS, MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, 1129.88 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER, THENCE EASTERLY, AT AN ANGLE OF 114 DEGREES 38 MINUTES 22 SECONDS, MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID NORTH LINE, 2127.83 FEET TO SAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTHERLY, AT AN ANGLE OF 89 DEGREES 21 MINUTES 37 SECONDS, MEASURED COUNTERCLOCKWISE FROM SAID NORTH LINE, ALONG SAID WESTERLY RIGHT OF WAY LINE, 569.57 FEET; THENCE WESTERLY, AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, 544.50 FEET; THENCE SOUTHERLY, AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, 629.42 FEET TO THE POINT OF BEGINNING, ALL IN AFTON TOWNSHIP, DEKALB COUNTY, ILLINOIS.

(PARCEL 2): (PER WARRANTY DEED PER DOCUMENT NUMBER 2009-000412)

THAT PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE EASTERLY, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, 1331.86 FEET TO THE NORTHEAST CORNER OF SAID WEST HALF; THENCE SOUTHERLY, AT AN ANGLE OF 89 DEGREES 56 MINUTES 21 SECONDS, MEASURED COUNTERCLOCKWISE FROM SAID NORTH LINE, ALONG THE EAST LINE OF SAID WEST HALF, 753.02 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD FOR A POINT OF BEGINNING; THENCE CONTINUING SOUTHERLY, ALONG SAID EAST LINE, 1912.59 FEET TO THE SOUTHEAST CORNER OF SAID WEST HALF; THENCE WESTERLY AT AN ANGLE OF 90 DEGREES 38 MINUTES 21 SECONDS, MEASURED COUNTERCLOCKWISE FROM SAID WEST LINE, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, 855.86 FEET TO SAID SOUTHEASTERLY RIGHT OF WAY LINE; THENCE NORTHEASTERLY, AT AN ANGLE OF 65 DEGREES 21 MINUTES 38 SECONDS, MEASURED COUNTERCLOCKWISE FROM SAID SOUTH LINE, ALONG SAID EASTERLY RIGHT OF WAY LINE, 2104.05 FEET TO THE POINT OF BEGINNING,

EXCEPTING THAT PART OF THE SAID WEST HALF DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SOUTH POINTE GREENS P.U.D. UNIT TWO; THENCE SOUTHERLY, ALONG THE EAST LINE OF SAID SUBDIVISION,

SAID EAST LINE BEING THE EAST LINE OF THE WEST HALF OF SAID NORTHEAST QUARTER, 753.02 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY RIGHT OF WAY FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTHERLY, ALONG SAID WEST LINE, 474.16 FEET; THENCE WESTERLY, AT AN ANGLE OF 90 DEGREES 03 MINUTES 39 SECONDS, MEASURED COUNTERCLOCKWISE FROM SAID WEST LINE, 211.21 FEET TO SAID SOUTHEASTERLY RIGHT OF WAY LINE; THENCE NORTHEASTERLY, AT AN ANGLE OF 65 DEGREES 56 MINUTES 19 SECONDS, MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, 519.28 FEET TO THE POINT OF BEGINNING, ALL IN AFTON TOWNSHIP, DEKALB COUNTY, ILLINOIS.

TRACT 3:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER; THENCE EASTERLY ALONG THE SOUTH LINE THEREOF, 16.5 FEET TO THE EAST LINE OF THE WEST 16.5 FEET OF SAID SOUTHEAST QUARTER FOR A POINT OF BEGINNING; THENCE CONTINUING EASTERLY ALONG SAID SOUTH LINE 2587.42 FEET TO THE WESTERLY RIGHT OF WAY OF ILLINOIS ROUTE 23; THENCE NORTHERLY AT AN ANGLE OF 90 DEGREES 43 MINUTES 08 SECONDS, MEASURED CLOCKWISE FROM SAID SOUTH LINE, ALONG SAID WESTERLY RIGHT OF WAY LINE 873.47 FEET; THENCE WESTERLY AT RIGHT ANGLE TO SAID WESTERLY RIGHT OF WAY LINE, 544.50 FEET; THENCE NORTHERLY AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, 570.58 FEET; THENCE WESTERLY AT AN ANGLE OF 89 DEGREES 16 MINUTES 52 SECONDS, MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, PARALLEL WITH SAID SOUTH LINE 2042.92 FEET TO SAID EAST LINE; THENCE SOUTHERLY AT AN ANGLE OF 90 DEGREES 43 MINUTES 03 SECONDS, MEASURED CLOCKWISE FROM SAID PARALLEL LINE, ALONG SAID EAST LINE 1450.88 FEET TO THE POINT OF BEGINNING, ALL IN AFTON TOWNSHIP, DEKALB COUNTY, ILLINOIS.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF THE WEST 16.5 FEET OF SAID SOUTHEAST QUARTER THAT IS 1,450.88 FEET NORTH OF THE SOUTH LINE THEREOF; THENCE SOUTHERLY ALONG SAID EAST LINE 1,450.88 FEET TO SAID SOUTH LINE; THENCE EASTERLY ALONG SAID SOUTH LINE 15.6 FEET; THENCE NORTHERLY 1450.9 FEET TO A POINT THAT IS 14.9 FEET EASTERLY OF THE POINT OF BEGINNING; THENCE WESTERLY 14.9 FEET TO THE POINT OF BEGINNING IN AFTON TOWNSHIP, 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.

REGION III:

PARCEL 1:

THAT PART OF THE SOUTH 55 RODS (907.5 FEET) OF THE NORTHWEST FRACTIONAL QUARTER AND THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE SOUTH 89 DEGREES 51 MINUTES 46 SECONDS EAST 60.0 FEET TO THE EASTERLY RIGHT OF WAY LINE OF FEDERAL AID ROUTE 24 FOR A POINT OF BEGINNING; THENCE NORTH 00 DEGREES 34 MINUTES 59 SECONDS EAST ALONG SAID EASTERLY RIGHT OF WAY LINE 188.80 FEET; THENCE SOUTH 89 DEGREES 51 MINUTES 46 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 2605.68 FEET TO THE EAST LINE OF THE NORTHWEST 1/4; THENCE SOUTH 00 DEGREES 43 MINUTES 32 SECONDS WEST, ALONG THE EAST LINE OF SAID NORTHWEST 1/4 188.80 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4; THENCE SOUTH 00 DEGREES 43 MINUTES 32 SECONDS WEST, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 997.29 FEET TO THE NORTHEAST CORNER OF THE SOUTH 20 ACRES OF THE NORTH 1/2 OF THE SOUTHWEST 1/4; THENCE NORTH 89 DEGREES 47 MINUTES 59 SECONDS WEST, ALONG THE NORTH LINE OF SAID SOUTH 20 ACRES OF SAID NORTH 1/2 2603.89 FEET TO THE EASTERLY RIGHT OF WAY LINE OF FEDERAL ROUTE 24; THENCE NORTH 00 DEGREES 39 MINUTES 05 SECONDS EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, 994.04 FEET TO THE POINT OF BEGINNING, ALL IN AFTON TOWNSHIP, DEKALB COUNTY, ILLINOIS.

PARCEL 2:

THE SOUTH 100 ACRES OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 833 FEET THEREOF, ALSO EXCEPT: THAT PART OF THE SOUTH 100 ACRES OF THE SOUTHWEST 1/4 OF SECTION 2 AFORESAID, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 2; AND THENCE NORTH 00 DEGREES 48 MINUTES EAST ALONG THE WEST LINE OF SAID SECTION 2 (THE BEARING FOR THE SAID WEST LINE OF SAID SECTION 2 BEING ESTABLISHED IN RELATION TO THE ASSUMED BEARING ASSIGNED TO THE CENTER LINE OF ILLINOIS ROUTE 23), A DISTANCE OF 833.0 FEET TO A POINT THAT IS THE

POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING NORTH 00 DEGREES 48 MINUTES EAST FOR A DISTANCE OF 821.2 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 100 ACRES OF THE SOUTHWEST 1/4 OF SAID SECTION 2; THENCE SOUTH 89 DEGREES 22 MINUTES EAST FOR A DISTANCE OF 60.0 FEET TO A POINT, WHICH POINT IS 60.0 FEET RIGHT AS MEASURED AT RIGHT ANGLES FROM THE CENTER LINE FOR FEDERAL AID ROUTE 24; THENCE SOUTH 00 DEGREES 48 MINUTES WEST (PARALLEL TO THE SAID CENTER LINE OF FEDERAL AID ROUTE 24) FOR A DISTANCE OF 820.99 FEET TO A POINT, WHICH POINT IS 60.0 FEET RIGHT AS MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF FEDERAL AID ROUTE 24; THENCE NORTH 89 DEGREES 34 MINUTES WEST FOR A DISTANCE OF 60.0 FEET TO THE WEST LINE OF SAID SECTION 2 AND THE POINT OF BEGINNING, IN DEKALB COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE SOUTH 55 RODS (907.5 FEET) OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 89 DEGREES 51 MINUTES 46 SECONDS EAST 60.0 FEET TO THE EASTERLY RIGHT OF WAY LINE OF FEDERAL AID ROUTE 24; THENCE NORTH 00 DEGREES 34 MINUTES 59 SECONDS EAST, ALONG THE SAID EASTERLY RIGHT OF WAY LINE, 188.80 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 51 MINUTES 46 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER 2605.68 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTH 00 DEGREES 43 MINUTES 32 SECONDS EAST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER 718.70 FEET TO THE NORTHEAST CORNER OF THE SOUTH 55 RODS OF SAID NORTHWEST QUARTER; THENCE NORTH 89 DEGREES 51 MINUTES 46 SECONDS WEST, ALONG THE NORTH LINE OF THE SOUTH 55 RODS OF SAID NORTHWEST QUARTER 2607.01 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID FEDERAL AID ROUTE 24; THENCE SOUTH 00 DEGREES 37 MINUTES 38 SECONDS WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE 520.45 FEET TO A POINT; THENCE SOUTH 00 DEGREES 34 MINUTES 59 SECONDS WEST ALONG SAID EASTERLY RIGHT OF WAY LINE, 198.24 FEET TO THE POINT OF BEGINNING, ALL IN AFTON TOWNSHIP, DEKALB COUNTY, ILLINOIS.

PARCEL 4:

THE SOUTH 833.0 FEET (MEASURED ALONG THE WEST LINE) EXCEPT THE WEST 1,700.44 FEET (MEASURED ALONG THE SOUTH LINE) OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DEKALB COUNTY, ILLINOIS.

EXCEPTING THEREFROM THE FOLLOWING: PART OF THE SOUTHWEST QUARTER

OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE SOUTH 89 DEGREES 54 MINUTES 08 SECONDS EAST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 1700.48 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED TRACT OF LAND; THENCE CONTINUING SOUTH 89 DEGREES 54 MINUTES 08 SECONDS EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 175.00 FEET; THENCE NORTH 00 DEGREES 28 MINUTES 14 SECONDS EAST, A DISTANCE OF 261.00 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 08 SECONDS WEST, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 175.00 FEET; THENCE SOUTH 00 DEGREES 28 MINUTES 14 SECONDS WEST, A DISTANCE OF 261.00 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

THE SOUTH HALF OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING IN AFTON TOWNSHIP, IN THE COUNTY OF DEKALB AND STATE OF ILLINOIS.

PARCEL 6:

THE NORTH HALF OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN AFTON TOWNSHIP, DEKALB COUNTY, ILLINOIS.

PARCEL 7:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 4 EAST, OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER SECTION; THENCE NORTH 00 DEGREES 32 MINUTES 51 SECONDS EAST (BASIS OF BEARINGS - ILLINOIS STATE PLANE COORDINATES - EAST ZONE (NAD(83))) ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER SECTION 1635.85 FEET TO THE NORTHEAST CORNER OF THE SOUTH 100 ACRES OF SAID SOUTHWEST QUARTER SECTION AND TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 53 MINUTES 55 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTH 100 ACRES OF SAID SOUTHWEST QUARTER SECTION 2604.00 FEET TO THE EASTERN RIGHT OF WAY LINE OF ILLINOIS ROUTE 23 PER DOCUMENT 1973-371407; THENCE NORTH 00 DEGREES 28 MINUTES 18 SECONDS EAST ALONG SAID EASTERN RIGHT OF WAY LINE 12.78 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 20 ACRES OF THE NORTH HALF OF SAID SOUTHWEST QUARTER SECTION; THENCE SOUTH 89 DEGREES 58 MINUTES 25 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTH 20 ACRES OF THE NORTH HALF OF SAID SOUTHWEST QUARTER SECTION 2604.05 FEET TO THE NORTHEAST CORNER OF THE SOUTH 20 ACRES OF THE NORTH HALF OF SAID SOUTHWEST QUARTER SECTION; THENCE SOUTH 00 DEGREES 32

MINUTES 51 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER SECTION 16.19 FEET TO THE POINT OF BEGINNING, CONTAINING 37,715 SQUARE FEET, OR 0.866 ACRES, MORE OR LESS, ALL IN 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.

EXHIBIT A-1

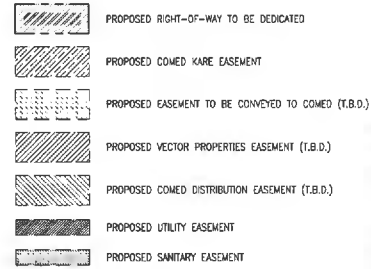
OWNER'S PARCEL

THAT PART OF THE SOUTH 55 RODS (907.5 FEET) OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

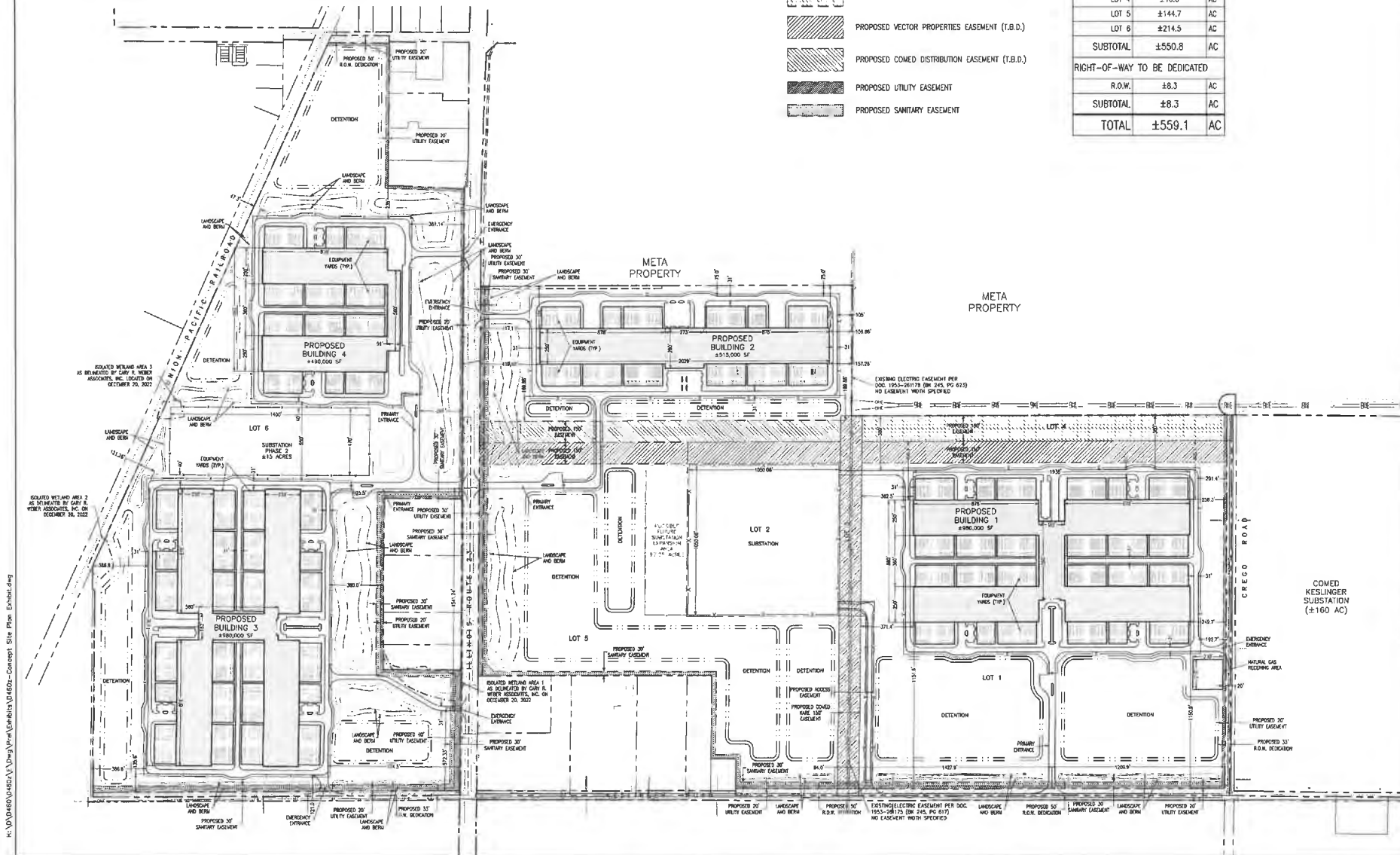
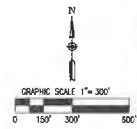
COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 89 DEGREES 51 MINUTES 46 SECONDS EAST 60.0 FEET TO THE EASTERLY RIGHT OF WAY LINE OF FEDERAL AID ROUTE 24; THENCE NORTH 00 DEGREES 34 MINUTES 59 SECONDS EAST, ALONG THE SAID EASTERLY RIGHT OF WAY LINE, 188.80 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 51 MINUTES 46 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER 2605.68 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTH 00 DEGREES 43 MINUTES 32 SECONDS EAST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER 718.70 FEET TO THE NORTHEAST CORNER OF THE SOUTH 55 RODS OF SAID NORTHWEST QUARTER; THENCE NORTH 89 DEGREES 51 MINUTES 46 SECONDS WEST, ALONG THE NORTH LINE OF THE SOUTH 55 RODS OF SAID NORTHWEST QUARTER 2607.01 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID FEDERAL AID ROUTE 24; THENCE SOUTH 00 DEGREES 37 MINUTES 38 SECONDS WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE 520.45 FEET TO A POINT; THENCE SOUTH 00 DEGREES 34 MINUTES 59 SECONDS WEST ALONG SAID EASTERLY RIGHT OF WAY LINE, 198.24 FEET TO THE POINT OF BEGINNING, ALL IN AFTON TOWNSHIP, DEKALB COUNTY, ILLINOIS.

EXHIBIT B
FINAL PLAN

LEGEND



SITE DATA TABLE		
LOT AREAS		
LOT 1	±142.1	AC
LOT 2	±30.0	AC
LOT 3	±9.0	AC
LOT 4	±10.6	AC
LOT 5	±144.7	AC
LOT 6	±214.5	AC
SUBTOTAL	±550.8	AC
RIGHT-OF-WAY TO BE DEDICATED		
R.O.W.	±8.3	AC
SUBTOTAL	±8.3	AC
TOTAL	±559.1	AC



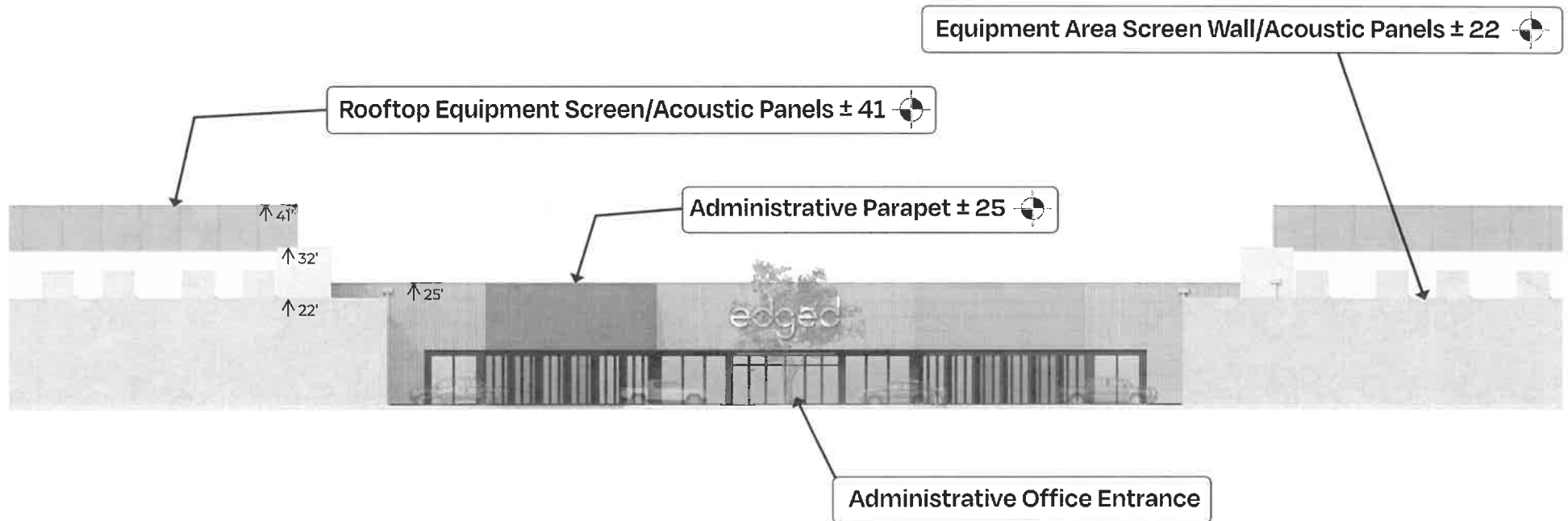
DEVELOPMENT PLAN
CHICAGOWEST BUSINESS CENTER
JKK 343, LLC.
DEKALB, ILLINOIS

JACOB & HEFNER
ASSOCIATES
1133 Butterfield Rd., Suite 300, Downers Grove, IL 60155
PHONE: (630) 652-4400, FAX: (630) 652-4601
www.jacobandhefner.com



1" = 300'
D460z
EXHIBIT A

EXHIBIT B



Preliminary Design Elevations and Renderings

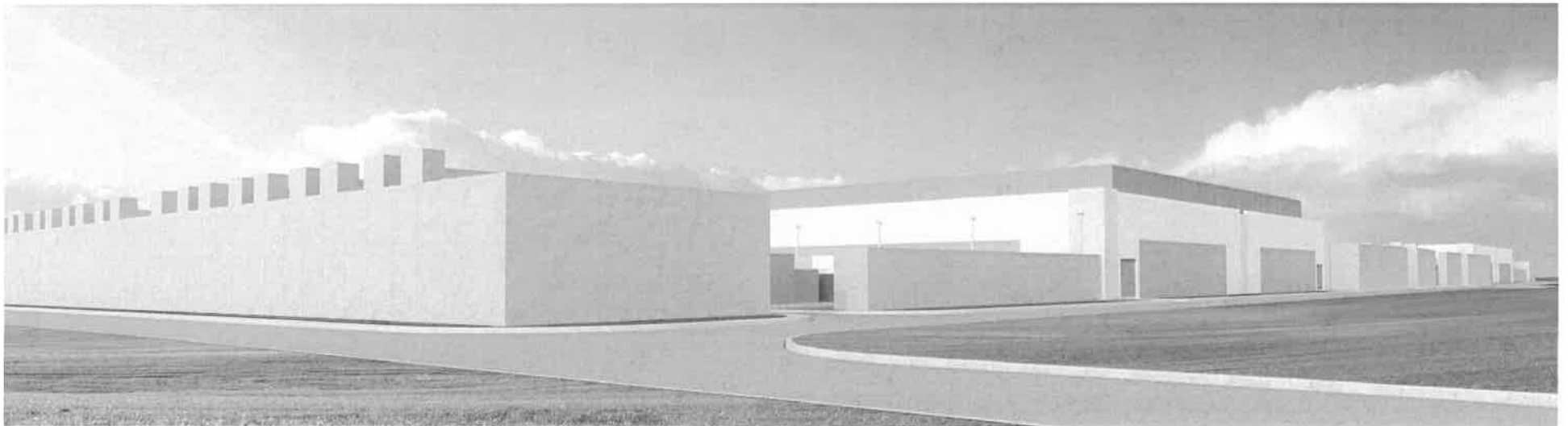
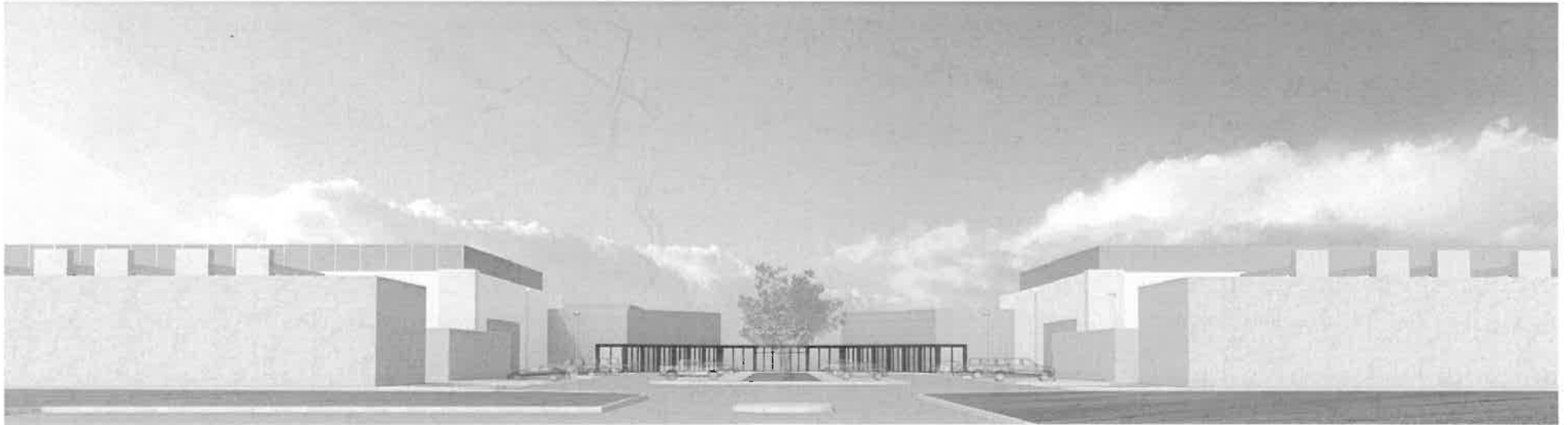


EXHIBIT C

FINAL PLAT



JACOB & HEFNER
ASSOCIATES

Ordinance 2025-050

1333 Butterfield Road, Suite 300
Downers Grove, IL 60515
P 630-652-4600
F 630-652-4601

"KEEP IN FILE"

Plat Cabinet 11
Slide # 112-C

December 17, 2025 *2026000317*

To whom it may concern:

I, Timothy G. Wolfe, do hereby authorize Jake Ladzinski, with Jacob & Hefner Associates, to record the Chicagowest Business Center – Region II plat of subdivision.

1333 Butterfield Rd., Suite 300
Downers Grove, IL 60515



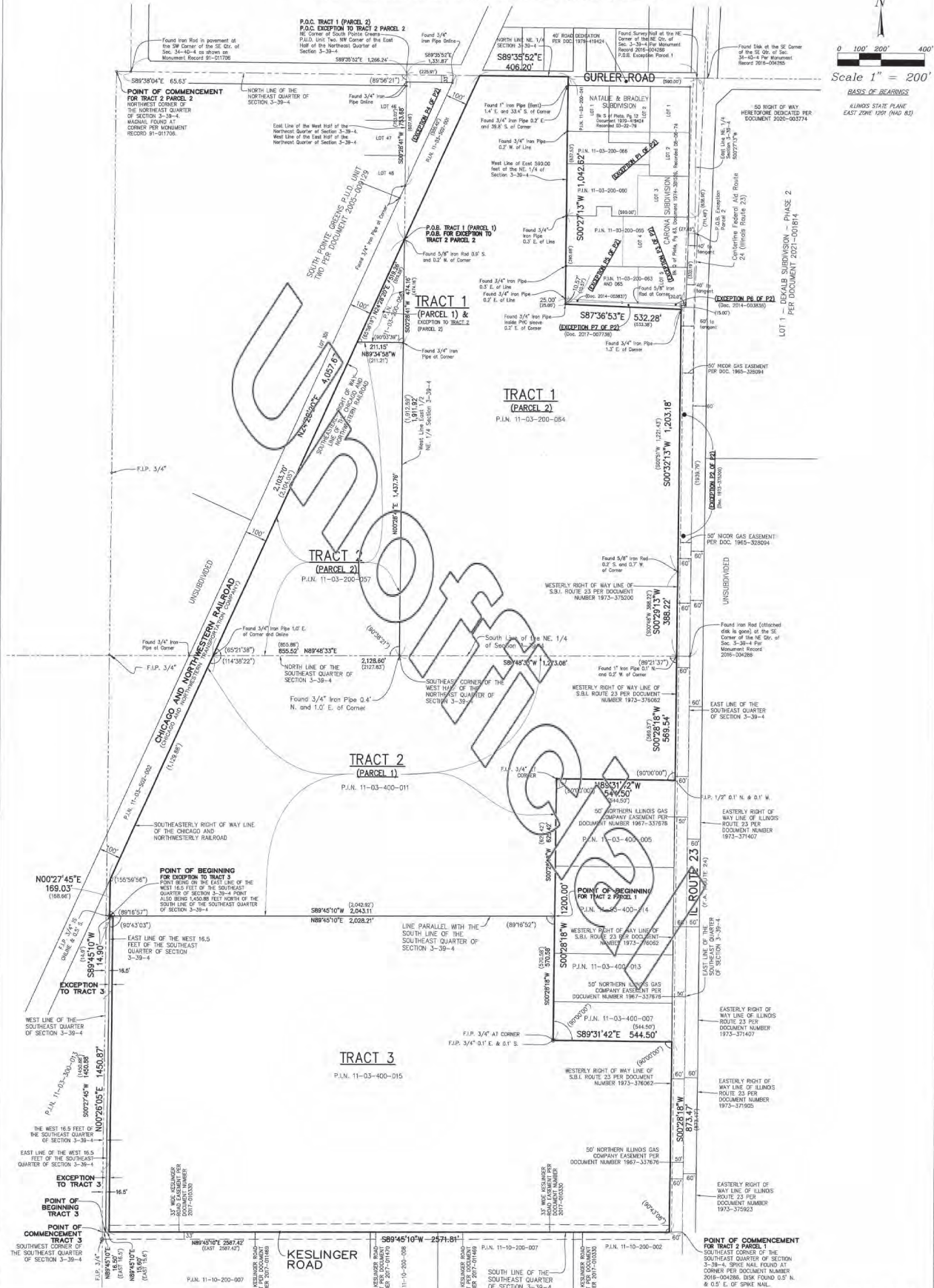
Sincerely,

Jacob & Hefner Associates, Inc.

Timothy G. Wolfe

Timothy G. Wolfe, P.L.S.

PART OF THE EAST HALF OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 4 EAST
OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS



PREPARED BY/RETURN TO:



JACOB & HEFNER
ASSOCIATES
1333 Butterfield Road, Suite 380, Downers Grove, IL 60515
PHONE: (630) 652-4600, FAX: (630) 652-4601
www.jacobandhefner.com
Illinois Professional Design Firm
License No. 134-003073 Exp. 4/30/27

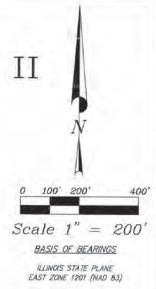
PARCEL INDEX NUMBER: 11-03-200-056
 PARCEL INDEX NUMBER: 11-03-200-064
 PARCEL INDEX NUMBER: 11-03-200-087
 PARCEL INDEX NUMBER: 11-03-400-011
 PARCEL INDEX NUMBER: 11-03-400-015

FINAL PLAT OF SUBDIVISION
 OF

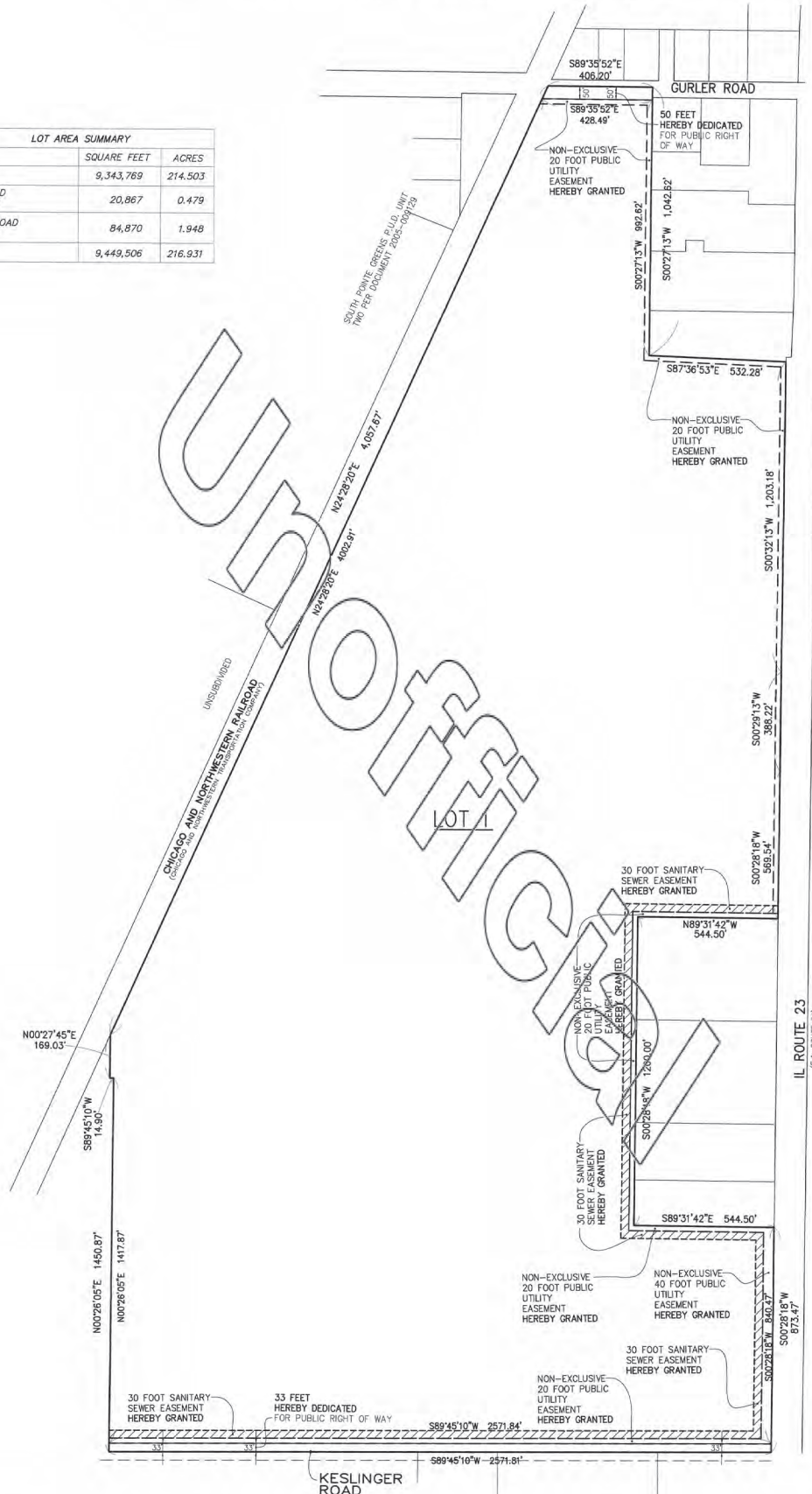
CHICAGOWEST BUSINESS CENTER — REGION II

PART OF THE EAST HALF OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 4 EAST
 OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS

LOT AREA SUMMARY		
	SQUARE FEET	ACRES
LOT 1	9,343,769	214.503
GURLER ROAD PUBLIC ROW	20,867	0.479
KESLINGER ROAD PUBLIC ROW	84,870	1.948
TOTAL	9,449,506	216.931



LOT 1 — DEKALB SUBDIVISION — PHASE 2
 PER DOCUMENT 2021-101814



AS PREPARED BY JACOB & HEFNER ASSOCIATES, INC. DATE: 11/12/2021

Survey No.:	D460z
Ordered By:	JHK 343, LLC
Description:	PLAT OF SUBDIVISION
Date Prepared:	NOVEMBER 10, 2025
Scale:	1" = 200'
Field Work:	10/28/25
Prepared By:	TOR

2025000317

SHEET 2 OF 4

11/12-2

PREPARED BY/RETURN TO:



JACOB & HEFNER
 ASSOCIATES
 1333 Butterfield Road, Suite 300, Downers Grove, IL 60115
 PHONE: (630) 552-6888, FAX: (630) 653-4401
 www.jacobandhefner.com
 Illinois Professional Design Firm
 License No. 184-003973 Exp. 4/30/27

PARCEL INDEX NUMBER: 11-03-200-056
 PARCEL INDEX NUMBER: 11-03-200-057
 PARCEL INDEX NUMBER: 11-03-200-058
 PARCEL INDEX NUMBER: 11-03-200-059
 PARCEL INDEX NUMBER: 11-03-200-060

FINAL PLAT OF SUBDIVISION

CHICAGOWEST BUSINESS CENTER - REGION II

PART OF THE EAST HALF OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 4 EAST
 OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS

CERTIFICATE OF OWNER

STATE OF Illinois)
) SS
 COUNTY OF DeKalb

This is to certify that JUK 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 16 day of December, 2025.



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

JUK 343, LLC, an Illinois limited liability company

By:

Name: Jerry R. Krusinski
 Title: Manager

Owner Address:
 JUK 343, LLC, an Illinois limited liability company
 2107 Swift Drive
 Oak Brook, IL 60053

CERTIFICATE OF NOTARY

STATE OF Illinois)
) SS
 COUNTY OF DeKalb

I, Angie Mojica, a Notary Public in and for said County,

do hereby certify that Jerry R. Krusinski, the Manager of JUK 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, 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 on the free and voluntary act of said entity, for the uses and purposes therein set forth.

Given under my hand and notarial seal

This 16 day of December, 2025.

(Notary Public)



PUBLIC UTILITY EASEMENT PROVISIONS

A NON-EXCLUSIVE 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, NIOOR, COMMERCIAL 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 FURTHER RIGHT, PRIVILEGE AND AUTHORITY TO INSTALL, CONSTRUCT, RECONSTRUCT, INSPECT, OPERATE, REPAIR, RENEW, ALTER, ENLARGE, REMOVE, REPAIR, CLEAN AND MAINTAIN VARIOUS UTILITY AND SIMILAR TRANSMISSION, RECEIVING AND DISTRIBUTION SYSTEMS, INCLUDING, BUT NOT LIMITED TO CABLES, LINES, TRANSDUCERS, COMPUTER DEVICES, STORAGE DEVICES, 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 IMPROVEMENTS 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, FENCES OR TREES SHALL BE PLACED ON SUCH EASEMENT AREAS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, DRIVEWAYS, CURBING 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 GRANTOR WORK TO THE CONDITION EXISTING PRIOR TO SUCH WORK. THE GRANTEES' RIGHT OF ACCESS OVER THE BALANCE OF THE PROPERTY IN ORDER TO EXERCISE EASEMENT RIGHTS IS A "REASONABLE" RIGHT OF ACCESS.

KISHWAUKEE WATER RECLAMATION DISTRICT EASEMENT PROVISIONS

THE OWNER OF LOT 1 ("GRANTOR") DOES HEREBY CONVEY AND GRANT TO KISHWAUKEE WATER RECLAMATION DISTRICT ("GRANTEE"), A PERMANENT EXCLUSIVE SEWER EASEMENT ("EASEMENT") WITHIN THOSE AREAS DESIGNATED AS "SEWAGE TREATMENT PLANT" OR "S.E." ON THE PLAT ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE AND AS LEGALLY DESCRIBED ("THE PREMISES"), THE EASEMENT IS GRANTED TO INSTALL, CONSTRUCT, REPAIR, REPLACE, RENEW, OPERATE, MAINTAIN, AND RECONSTRUCT SANITARY SEWERS AND THEIR APPURTENANCES TO SERVE THE PROPERTY DESCRIBED HEREIN IN DEKALB, ILLINOIS ("THE PROPERTY"). THE RIGHT IS GRANTED TO THE KISHWAUKEE WATER RECLAMATION DISTRICT TO CUT, TRIM OR REMOVE TREES, BUSHES, FENCES, AND SITES AS MAY BE REASONABLY REQUIRED INCIDENT TO THE HEREIN HERIN GRANTED.

THE GRANTOR AGREES THAT NO PERMANENT BUILDINGS, TREES, OR FENCES SHALL BE PLACED WITHIN THE PREMISES, BUT SAID AREA MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, PARKING AREAS, DRIVEWAYS, PAVED AREAS, CURB CUTS, TRAFFIC CONTROL IMPROVEMENTS, SIGNAGE, AND RELATED IMPROVEMENTS, AND INSTALLATION, OPERATION AND MAINTENANCE OF UNDERGROUND UTILITIES CROSSING THE EASEMENT AREA COLLECTIVELY, THE "GRANTEES", AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HERIN.

ANY WORK AUTHORIZED UNDER THE EASEMENT SHALL BE PERFORMED BY THE GRANTEE CAREFULLY SO AS TO CAUSE AS LITTLE DAMAGE AS POSSIBLE TO THE PREMISES AND IT WILL CAUSE THE PREMISES TO BE RESTORED AS NEARLY AS POSSIBLE TO THE ORIGINAL CONDITION AFTER THE COMPLETION OF NECESSARY CONSTRUCTION PERFORMED BY THE GRANTEE. THE GRANTEE WILL SAVE, PROTECT, INOCULATE, AND KEEP HARMLESS THE GRANTOR, THE GRANTOR'S PREMISES AND THE REMAINDER OF THE GRANTOR'S ADJACENT LOTS FROM ANY LOSS OF AND INJURY TO THE PROPERTY DESCRIBED HEREIN. GRANTOR'S AGREES TO AND WAIVES ITS RIGHT PROVIDED BY THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 (91 ILCS 6-46) AND GRANTOR FURTHER AGREES THAT IT IS RECEIVING FAIR AND REASONABLE COMPENSATION FOR THE EASEMENT.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS
 COUNTY OF DU PAGE

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

TRACT 1

(PARCEL 1): (P.L.N. 11-03-200-056)

THAT PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTH POINTE GREENS P.L.D. UNIT TWO, THENCE SOUTHERLY, ALONG THE EAST LINE OF SAID SUBDIVISION, SAID EAST LINE BEING THE EAST LINE OF THE WEST HALF OF SAID NORTHEAST QUARTER, 753.00 FEET TO THE SOUTHEASTLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY RIGHT OF WAY FOR THE POINT OF BEGINNING, THENCE CONTINUING SOUTHERLY, ALONG SAID WEST LINE, 474.16 FEET; THENCE WESTERLY, AT AN ANGLE OF 90 DEGREES 03 MINUTES 38 SECONDS, MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID SOUTHEASTLY RIGHT OF WAY LINE, 519.28 FEET TO THE POINT OF BEGINNING, ALL IN A/TION TOWNSHIP, DEKALB COUNTY, ILLINOIS.

(PARCEL 2): (P.L.N. 11-03-200-064)

THE EAST HALF (E 1/2) OF THE NORTH-EAST QUARTER (NE 1/4) OF SECTION THREE (3), EXCEPTING THE RIGHT-OF-WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY; LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCELS:

EXCEPTION PARCEL 1: (EXCEPTION P1 OF P2)

THAT PART OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTH POINTE GREENS P.L.D. UNIT TWO, THENCE SOUTHERLY, ALONG THE EAST LINE OF SAID SUBDIVISION, SAID EAST LINE BEING THE WEST LINE OF SAID SECTION 3 BEING ESTABLISHED IN 1876, 607.16 FEET TO AN ANGLE OF 21.85 FEET TO A POINT, WHICH POINT IS 40.0 FEET LEFT AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID SECTION 3, THENCE SOUTHERLY, ALONG SAID WEST LINE, 474.16 FEET; THENCE WESTERLY, AT AN ANGLE OF 90 DEGREES 03 MINUTES 38 SECONDS, MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID SOUTHEASTLY RIGHT OF WAY LINE, 519.28 FEET TO THE POINT OF BEGINNING.

EXCEPTION PARCEL 2: (EXCEPTION P2 OF P2)

THAT PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 3, THENCE SOUTHERLY, ALONG THE EAST LINE OF SAID SECTION 3 (THE BEARING FOR THE SAID EAST LINE OF SAID SECTION 3 BEING ESTABLISHED IN 1876, 607.16 FEET TO AN ANGLE OF 21.85 FEET TO A POINT, WHICH POINT IS 40.0 FEET LEFT AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID SECTION 3, THENCE SOUTHERLY, ALONG SAID WEST LINE, 474.16 FEET; THENCE WESTERLY, AT AN ANGLE OF 90 DEGREES 03 MINUTES 38 SECONDS, MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID SOUTHEASTLY RIGHT OF WAY LINE, 519.28 FEET TO THE POINT OF BEGINNING.

EXCEPTION PARCEL 3: (EXCEPTION P3 OF P2)

LOT 4 AND LOT 5 OF CAROLINA SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 4 EAST OF THE 3RD P.M., DEKALB COUNTY, ILLINOIS.

EXCEPTION PARCEL 4: (EXCEPTION P4 OF P2)

THAT PART OF THE EAST 1/2 OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTH POINTE GREENS P.L.D. UNIT TWO, THENCE SOUTHERLY, ALONG THE EAST LINE OF SAID SUBDIVISION, SAID EAST LINE BEING THE WEST LINE OF THE EAST HALF OF SAID NORTHEAST QUARTER, 607.16 FEET TO AN ANGLE OF 21.85 FEET TO A POINT, WHICH POINT IS 40.0 FEET LEFT AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID SECTION 3, THENCE SOUTHERLY, ALONG SAID WEST LINE, 474.16 FEET; THENCE WESTERLY, AT AN ANGLE OF 90 DEGREES 03 MINUTES 38 SECONDS, MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID SOUTHEASTLY RIGHT OF WAY LINE, 519.28 FEET TO THE POINT OF BEGINNING.

EXCEPTION PARCEL 5: (EXCEPTION P5 OF P2)

THAT PART OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 3, THENCE SOUTHERLY, ALONG THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 636.96 FEET FOR THE PLACE OF BEGINNING; THENCE WESTERLY, AT AN ANGLE OF 90 DEGREES 03 MINUTES 38 SECONDS, MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID SOUTHEASTLY RIGHT OF WAY LINE, 519.28 FEET TO THE POINT OF BEGINNING.

EXCEPTION PARCEL 6: (EXCEPTION P6 OF P2)

THAT PART OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT FIVE IN CAROLINA SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK "10" OF PLATS, PAGE 63, THENCE WESTERLY, ALONG THE SOUTH LINE OF SAID LOT AND SAID SOUTH LINE EXTENDED 276.81 FEET; THENCE SOUTHERLY, AT AN ANGLE OF 2 DEGREES 50 MINUTES 52 SECONDS, MEASURED COUNTERCLOCKWISE FROM SAID SOUTH LINE, 258.71 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 23, THENCE SOUTHERLY, AT AN ANGLE OF 90 DEGREES 03 MINUTES 38 SECONDS, MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID WESTERLY RIGHT OF WAY LINE, 18.40 FEET TO SAID WESTERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 23, THENCE NORTHERLY, AT AN ANGLE OF 88 DEGREES 48 MINUTES 35 SECONDS, MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID WESTERLY RIGHT OF WAY LINE, 18.40 FEET TO THE POINT OF BEGINNING.

EXCEPTION PARCEL 7: (EXCEPTION P7 OF P2)

THAT PART OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT FIVE IN CAROLINA SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK "10" OF PLATS, PAGE 63, THENCE WESTERLY, ALONG THE SOUTH LINE OF SAID LOT AND SAID SOUTH LINE EXTENDED 276.81 FEET; THENCE SOUTHERLY, AT AN ANGLE OF 2 DEGREES 50 MINUTES 52 SECONDS, MEASURED COUNTERCLOCKWISE FROM SAID SOUTH LINE, 258.71 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 23, THENCE SOUTHERLY, AT AN ANGLE OF 90 DEGREES 03 MINUTES 38 SECONDS, MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID WESTERLY RIGHT OF WAY LINE, 18.40 FEET TO SAID WESTERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 23, THENCE NORTHERLY, AT AN ANGLE OF 88 DEGREES 48 MINUTES 35 SECONDS, MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID WESTERLY RIGHT OF WAY LINE, 18.40 FEET TO THE POINT OF BEGINNING.

TRACT 2

(PARCEL 1): (PER TRUSTEE'S DEED PER DOCUMENT NUMBER 2009-000411)

THAT PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER, THENCE WESTERLY, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 8.0 FEET TO THE WESTERLY RIGHT OF WAY LINE OF S.B.L. ROUTE 23, THENCE NORTHERLY, AT AN ANGLE OF 88 DEGREES 16 MINUTES 52 SECONDS, MEASURED COUNTERCLOCKWISE FROM SAID SOUTH LINE, 258.71 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 23, THENCE SOUTHERLY, AT AN ANGLE OF 90 DEGREES 03 MINUTES 38 SECONDS, MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID WESTERLY RIGHT OF WAY LINE, 18.40 FEET TO SAID WESTERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 23, THENCE NORTHERLY, AT AN ANGLE OF 88 DEGREES 16 MINUTES 52 SECONDS, MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID WESTERLY RIGHT OF WAY LINE, 18.40 FEET TO THE SOUTHWESTLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY RIGHT OF WAY FOR THE POINT OF BEGINNING, THENCE CONTINUING SOUTHERLY, ALONG SAID WEST LINE, 474.16 FEET; THENCE WESTERLY, AT AN ANGLE OF 90 DEGREES 03 MINUTES 38 SECONDS, MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID SOUTHEASTLY RIGHT OF WAY LINE, 519.28 FEET TO THE POINT OF BEGINNING.

(PARCEL 2): (PER WARRANTY DEED PER DOCUMENT NUMBER 2009-000412)

THAT PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER, THENCE WESTERLY, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, 1331.86 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID WEST HALF, 753.00 FEET TO THE SOUTHWESTLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD FOR AN ANGLE OF 90 DEGREES 03 MINUTES 38 SECONDS, MEASURED COUNTERCLOCKWISE FROM SAID WEST LINE, 474.16 FEET; THENCE WESTERLY, AT AN ANGLE OF 90 DEGREES 03 MINUTES 38 SECONDS, MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID SOUTHEASTLY RIGHT OF WAY LINE, 519.28 FEET TO THE POINT OF BEGINNING.

EXCEPTING THE PART OF THE SAID WEST HALF DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTH POINTE GREENS P.L.D. UNIT TWO, THENCE SOUTHERLY, ALONG THE EAST LINE OF SAID SUBDIVISION, SAID EAST LINE BEING THE WEST LINE OF SAID SECTION 3 BEING ESTABLISHED IN 1876, 607.16 FEET TO AN ANGLE OF 21.85 FEET TO A POINT, WHICH POINT IS 40.0 FEET LEFT AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID SECTION 3, THENCE SOUTHERLY, ALONG SAID WEST LINE, 474.16 FEET; THENCE WESTERLY, AT AN ANGLE OF 90 DEGREES 03 MINUTES 38 SECONDS, MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID SOUTHEASTLY RIGHT OF WAY LINE, 519.28 FEET TO THE POINT OF BEGINNING, ALL IN A/TION TOWNSHIP, DEKALB COUNTY, ILLINOIS.

TRACT 3

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER, THENCE EASTERLY, ALONG THE SOUTH LINE THEREOF, 16.5 FEET TO THE EAST LINE OF THE WEST 1/2 OF ILLINOIS ROUTE 23, THENCE NORTHERLY, AT AN ANGLE OF 90 DEGREES 43 MINUTES 08 SECONDS, MEASURED COUNTERCLOCKWISE FROM SAID SOUTH LINE, 258.71 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID WEST HALF, 753.00 FEET TO THE SOUTHWESTLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD FOR AN ANGLE OF 90 DEGREES 03 MINUTES 38 SECONDS, MEASURED COUNTERCLOCKWISE FROM SAID WEST LINE, 474.16 FEET; THENCE WESTERLY, AT AN ANGLE OF 90 DEGREES 03 MINUTES 38 SECONDS, MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID SOUTHEASTLY RIGHT OF WAY LINE, 519.28 FEET TO THE POINT OF BEGINNING, ALL IN A/TION TOWNSHIP, DEKALB COUNTY, ILLINOIS.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF THE WEST 1/2 OF SAID SOUTHWEST QUARTER THAT IS 1,450.88 FEET NORTH OF THE SOUTH LINE THEREOF, THENCE SOUTHERLY, ALONG SAID EAST LINE, 1,450.88 FEET TO SAID SOUTHWESTLY RIGHT OF WAY LINE, THENCE EASTERLY, ALONG SAID SOUTH LINE, 16.5 FEET TO THE POINT OF BEGINNING, ALL IN A/TION TOWNSHIP, 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/LOCAL INSURANCE RATE MAP FOR DEKALB COUNTY, ILLINOIS AND UNINCORPORATED AREAS, HAVING MAP NUMBER 170370204E, WITH AN EFFECTIVE DATE OF SEPTEMBER 21, 2020, AND A MAP REVISED DATE OF JANUARY 2, 2020, 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 16th DAY OF NOVEMBER IN THE YEAR 2025.

TIMOTHY C. WOLFE
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-003535

JACOB & HEFNER ASSOCIATES
 BY LICENSE EXPIRES NOVEMBER 30, 2026

202600317

Survey No.: D480z
 Ordered By: JUK 343, LLC
 Description: PLAT OF SUBDIVISION
 Date Prepared: NOVEMBER 10, 2025
 Scale: 1" = 200'

SHEET 3 OF 4

PREPARED BY/RETURN TO:

JACOB & HEFNER ASSOCIATES
 1333 Butterfield Road, Suite 200, Bensenville, IL 60015
 PHONE: (630) 452-4400 FAX: (630) 452-4401
 Email: jacob@jacobhefner.com
 Illinois Professional Engineer First License No. 164-088173 Exp. 4/30/27

PARCEL INDEX NUMBER: 11-03-200-056
 PARCEL INDEX NUMBER: 11-03-200-054
 PARCEL INDEX NUMBER: 11-03-200-057
 PARCEL INDEX NUMBER: 11-03-400-011
 PARCEL INDEX NUMBER: 11-03-400-013

FINAL PLAT OF SUBDIVISION OF

CHICAGOWEST BUSINESS CENTER — REGION II

PART OF THE EAST HALF OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 4 EAST
 OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS

2026000317

TASHA SIMS
 RECORDER - DEKALB COUNTY, IL
 RECORDED: 1/13/2026 03:00 PM
 REC FEE: \$9.00 RISSPS FEE: \$8.00
 PAGES: 5

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 22 day of DECEMBER, 2025.

By: Jodi Laskowski
Jodi Laskowski
 City Engineer
 (PLEASE SIGN & PRINT)



CERTIFICATE OF COUNTY CLERK

STATE OF ILLINOIS }
 COUNTY OF DEKALB } SS

I, Tasha Sims, 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: Shawnee, Illinois.

This 13 day of JANUARY, 2026.

By: Tasha Sims Tasha Sims
 DeKalb County Clerk
 (PLEASE SIGN & PRINT)



"KEEP IN FILE"
 Plat Cabinet 11
 Slide # 112-C

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, Ord 2025-050

on this 24 day of December, 2025.

By: Cohen Barnes Attest: Ruth A. Scott
Cohen Barnes Ruth A. Scott
 Mayor Executive Assistant
 (PLEASE SIGN & PRINT) (PLEASE SIGN & PRINT)



COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS } PLAT CABINET 11
 COUNTY OF DEKALB } SS SLIDE NO. 112-C

This instrument number 2026000317

was filed for the record in the Recorder's Office of DeKalb County, Illinois

This 13th day of January, 2026

at 3:08 o'clock Pm

Tasha Sims
 DeKalb County Recorder
 (PLEASE SIGN & PRINT)
Tasha Sims



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 1st day of December, 2025.

By: Max Maxwell
Max Maxwell
 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 5th day of JANUARY, 2026.

By: Dennis J. Gilins Attest: Mark Edmiston
Dennis J. Gilins Mark Edmiston
 President
 (PLEASE SIGN & PRINT) (PLEASE SIGN & PRINT)



I.D.O.T. CERTIFICATE

This plat has been approved by the Illinois Department of Transportation with respect to roadway access pursuant to Ch. 6 of 5th Act to revise the law in relation to to 765 ILCS 205/2 as amended. A plan that meets the requirements contained in the Department's "Policy on Permits for Access Driveways to State Highways" will be required by the Department.

By: Trisha Thompson Date 01/12/2026
 Trisha Thompson
 Region Two Engineer

Survey No.	D460z
Ordered By:	JJK 343, LLC
Description:	PLAT OF SUBDIVISION
Date Prepared:	NOVEMBER 10, 2025
Scale:	1" = 200'
Field Work:	4/1/20
Prepared By:	TJP

2026000317

SHEET 4 OF 4

11/112-C

PREPARED BY/RETURN TO:



JACOB & HEFNER
 ASSOCIATES
 1333 Butterfield Road, Suite 300, Downers Grove, IL 60515
 PHONE: (630) 682-4600, FAX: (630) 682-4601
 www.jacobandhefner.com
 Illinois Professional Design Firm
 License No. 110-003073 Exp. 4/30/27



JACOB & HEFNER
ASSOCIATES

1333 Butterfield Road, Suite 300
Downers Grove, IL 60515
P 630-652-4600
F 630-652-4601

"KEEP IN FILE"

Plat Cabinet 11
Slide # 112-D

December 17, 2025

2026000318

To whom it may concern:

I, Timothy G. Wolfe, do hereby authorize Jake Ladzinski, with Jacob & Hefner Associates, to record the Chicagowest Business Center – Region III plat of subdivision.

1333 Butterfield Rd., Suite 300
Downers Grove, IL 60515

Sincerely,

Jacob & Hefner Associates, Inc.

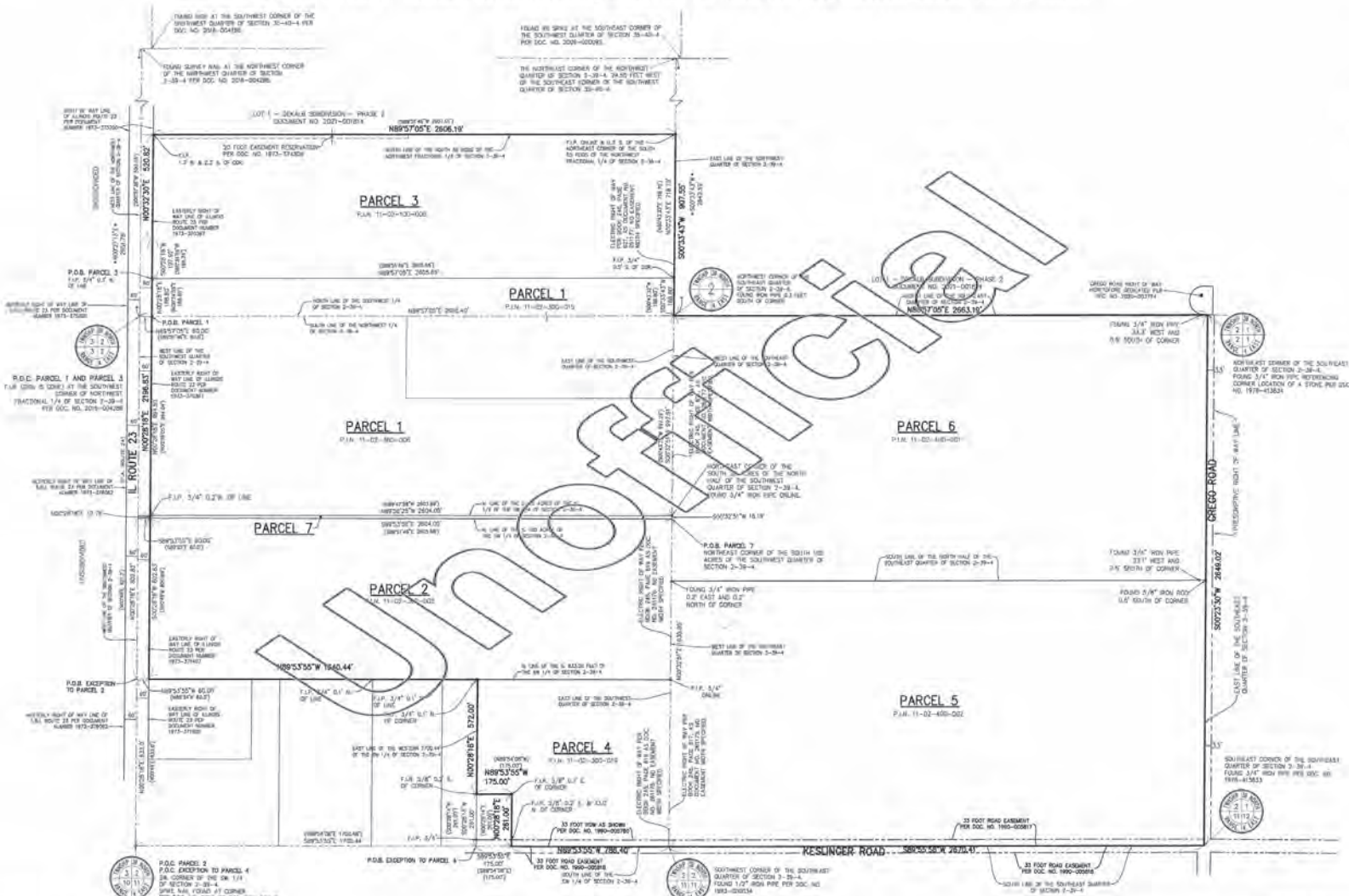
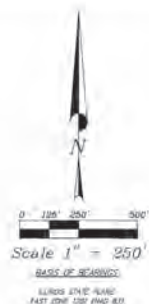


Timothy G. Wolfe

Timothy G. Wolfe, P.L.S.

PARCEL INDEX NUMBER: 11-02-100-006
PARCEL INDEX NUMBER: 11-02-300-015
PARCEL INDEX NUMBER: 11-02-300-006
PARCEL INDEX NUMBER: 11-02-300-002
PARCEL INDEX NUMBER: 11-02-300-019
PARCEL INDEX NUMBER: 11-02-100-001
PARCEL INDEX NUMBER: 11-02-400-002

FINAL PLAT OF SUBDIVISION
OF
CHICAGOWEST BUSINESS CENTER — REGION III
PART OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS



PREPARED BY/RETURN TO:
JACOB & HEFNER ASSOCIATES
1341 BROADVIEW ROAD, SUITE 100, CHICAGO, ILL. 60631
TEL: (773) 444-4444 FAX: (773) 444-4444
www.jacobandhefner.com
Professional Engineer
License No. 044-0000000-0000000

2026000318

11/112-D

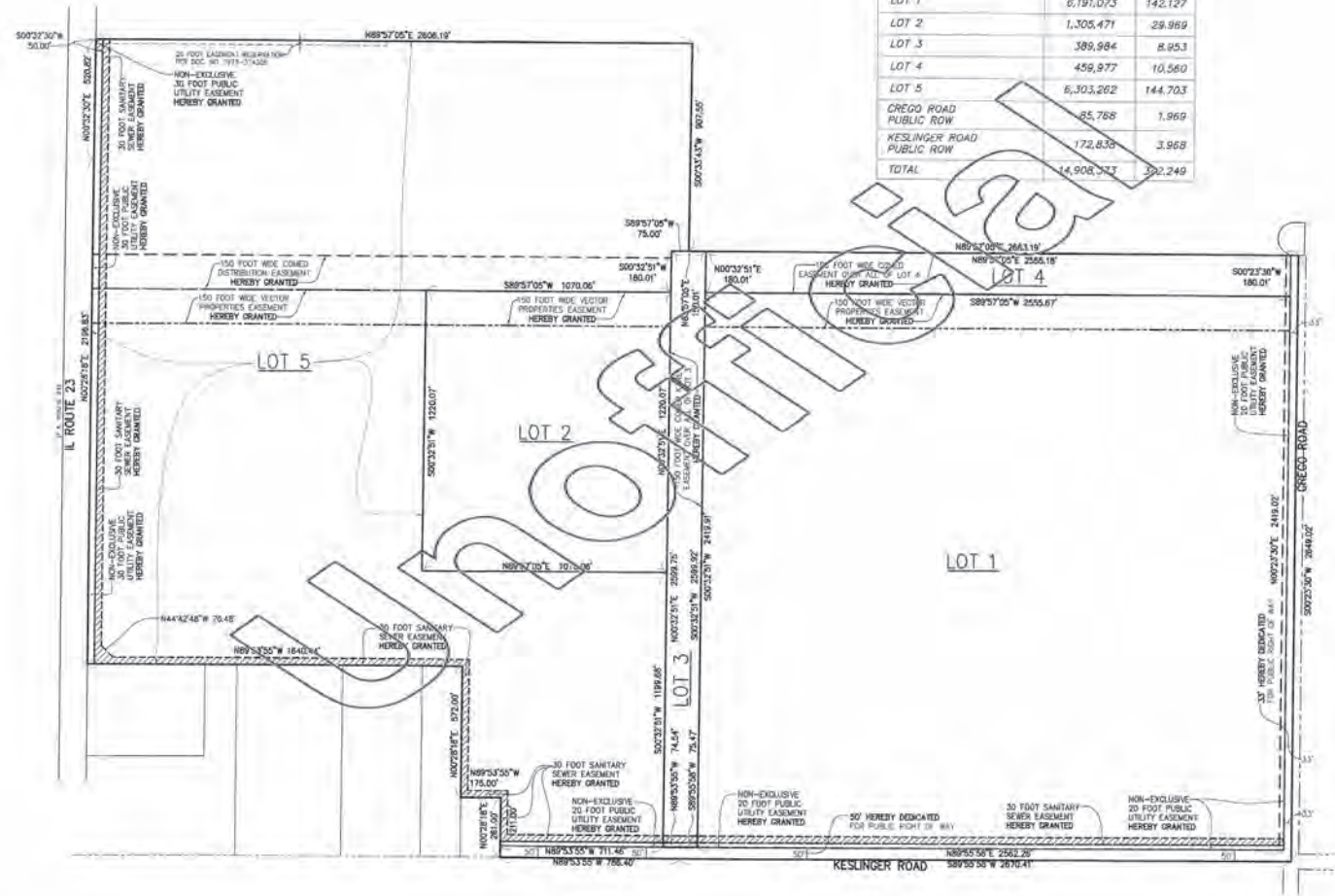
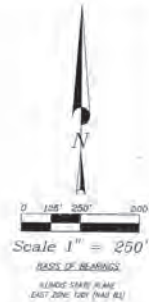
SHEET 1 OF 5

Survey No.:	D460a
Ordered By:	JAN 343, LLC
Description:	PLAT OF SUBDIVISION
Date Prepared:	NOVEMBER 10, 2025
Scale:	1" = 250'
Final Work:	MR/JS
Prepared By:	JS

PARCE INDEX NUMBER: 11-02-100-006
PARCE INDEX NUMBER: 11-02-300-015
PARCE INDEX NUMBER: 11-02-300-005
PARCE INDEX NUMBER: 11-02-300-002
PARCE INDEX NUMBER: 11-02-300-019
PARCE INDEX NUMBER: 11-02-400-001
PARCE INDEX NUMBER: 11-02-400-002

FINAL PLAT OF SUBDIVISION
OF
CHICAGOWEST BUSINESS CENTER — REGION III
PART OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS

LOT AREA SUMMARY		
	SQUARE FEET	ACRES
LOT 1	6,191,073	142.127
LOT 2	1,305,471	29.969
LOT 3	389,984	8.953
LOT 4	459,977	10.560
LOT 5	6,303,262	144.703
CREGG ROAD PUBLIC ROW	85,768	1.969
KESLINGER ROAD PUBLIC ROW	172,838	3.969
TOTAL	14,908,383	342.249



PREPARED BY/RETURN TO:
JACOB & HEFNER ASSOCIATES
1111 Broadway Blvd, Suite 100, Decatur, Illinois 62521
PHONE: (312) 453-0000 FAX: (312) 453-0001
www.jacobandhefner.com
Illinois Professional Engineer License No. 049-089733 Exp. 03/2027

2024000 318

11/112-D

SHEET 2 OF 5

Survey No.	D460x
Ordered By:	AKS, LLC
Description:	PLAT OF SUBDIVISION
Date Prepared:	NOVEMBER 10, 2025
Scale:	1" = 250'
Drawn By:	JKL
Checked By:	JKL

PARCEL INDEX NUMBER: 11-02-100-006
 PARCEL INDEX NUMBER: 11-02-300-015
 PARCEL INDEX NUMBER: 11-02-300-006
 PARCEL INDEX NUMBER: 11-02-300-002
 PARCEL INDEX NUMBER: 11-02-300-019
 PARCEL INDEX NUMBER: 11-02-400-001
 PARCEL INDEX NUMBER: 11-02-400-002

FINAL PLAT OF SUBDIVISION OF CHICAGOWEST BUSINESS CENTER — REGION III PART OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS

CERTIFICATE OF OWNER AS TO PARCELS 1, 2, 4, 5, 6 AND 7

STATE OF Illinois)
 COUNTY OF DeKalb) SS

This is to certify that JAK 343, LLC, an Illinois limited liability company is the owner of Parcels 1, 2, 4, 5, 6 and 7 of the property described herein and has caused the same to be surveyed, subdivided, platted, and recorded as indicated thereon, for the uses and purposes therein set forth, and does hereby acknowledge and adopt the same under the title and file therein indicated:

this 16 day of December, 2025.



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
 501 S. 4th Street
 DeKalb, Illinois 60115

JAK 343, LLC, an Illinois limited liability company

By: [Signature]
 Name: Jerry R. Krusinski
 Title: Manager

Owner Address:
 JAK 343, LLC, an Illinois limited liability company
 2107 Swift Drive
 Oak Brook, IL 60123

CERTIFICATE OF NOTARY

STATE OF Illinois)
 COUNTY OF DeKalb) SS
 I, Jane Mojica, a Notary Public in and for said County,

do hereby certify that Jerry R. Krusinski, 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 as a person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and on the free and voluntary act of said entity, for the uses and purposes therein set forth.

Given under my hand and notarial seal

This 16 day of December, 2025.



SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
 COUNTY OF DEKALB) SS

I, THOMAS G. WOLFE, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-103353, DO HEREBY CERTIFY THAT AT THE REQUEST OF THE OWNERS THEREOF, HAVE SURVEYED AND SUBDIVIDED INTO FIVE LOTS AND DEDICATED RIGHTS-OF-WAY THE PERSON DESCRIBED LAND:

PARCEL 1:

THAT PART OF THE SOUTH 33 RODS (527.3 FEET) OF THE NORTHWEST FRACTIONAL QUARTER AND THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE SOUTH 89 DEGREES 51 MINUTES 48 SECONDS EAST 60.0 FEET TO THE EASTERN RIGHT-OF-WAY LINE OF FEDERAL AID ROUTE 24 FOR A POINT OF BEGINNING; THENCE NORTH 00 DEGREES 14 MINUTES 59 SECONDS EAST ALONG SAID EASTERN RIGHT-OF-WAY LINE 184.95 FEET; THENCE SOUTH 89 DEGREES 51 MINUTES 48 SECONDS EAST; PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 2605.68 FEET TO THE EAST LINE OF THE NORTHWEST 1/4; THENCE SOUTH 00 DEGREES 43 MINUTES 39 SECONDS WEST ALONG THE EAST LINE OF SAID NORTHWEST 1/4 788.60 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4; THENCE SOUTH 00 DEGREES 43 MINUTES 39 SECONDS WEST, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 987.29 FEET TO THE NORTHEAST CORNER OF THE SOUTH 20 ACRES OF THE NORTH 1/2 OF THE SOUTHWEST 1/4; THENCE NORTH 89 DEGREES 47 MINUTES 58 SECONDS WEST, ALONG THE NORTH LINE OF SAID SOUTH 30 ACRES OF SAID NORTH 1/2 2603.89 FEET TO THE EASTERN RIGHT-OF-WAY LINE OF FEDERAL ROUTE 24; THENCE NORTH 00 DEGREES 39 MINUTES 05 SECONDS EAST, ALONG SAID EASTERN RIGHT-OF-WAY LINE, 984.04 FEET TO THE POINT OF BEGINNING, ALL IN AFTEN TOWNSHIP, DEKALB COUNTY, ILLINOIS.

PARCEL 2:

THE SOUTH 100 ACRES OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 83.3 FEET THEREOF; ALSO EXCEPT THAT PART OF THE SOUTH 100 ACRES OF THE SOUTHWEST 1/4 OF SECTION 2 AFORESAID, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 2, THENCE NORTH 00 DEGREES 48 MINUTES EAST ALONG THE WEST LINE OF SAID SECTION 2 (THE BEARING FOR THE SAID WEST LINE OF SAID SECTION 2 BEING CONTINUING NORTH 00 DEGREES 48 MINUTES EAST ALONG THE WEST LINE OF SAID SECTION 2, THENCE CONTINUING NORTH 00 DEGREES 48 MINUTES EAST FOR A DISTANCE OF 801.2 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 100 ACRES OF THE SOUTHWEST 1/4 OF SAID SECTION 2; THENCE SOUTH 89 DEGREES 22 MINUTES EAST FOR A DISTANCE OF 60.0 FEET TO A POINT, WHICH POINT IS 60.0 FEET WEST OF THE EASTERN RIGHT-OF-WAY LINE OF FEDERAL AID ROUTE 24; THENCE SOUTH 00 DEGREES 48 MINUTES WEST (PARALLEL TO THE SAID EASTERN RIGHT-OF-WAY LINE) 60.0 FEET TO A POINT, WHICH POINT IS 60.0 FEET WEST OF THE WEST LINE OF SAID SECTION 2 AND THE POINT OF BEGINNING, ALL IN AFTEN TOWNSHIP, DEKALB COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE SOUTH 33 RODS (527.3 FEET) OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 89 DEGREES 51 MINUTES 48 SECONDS EAST 60.0 FEET TO THE EASTERN RIGHT-OF-WAY LINE OF FEDERAL AID ROUTE 24; THENCE NORTH 00 DEGREES 34 MINUTES 58 SECONDS EAST, ALONG THE SAID EASTERN RIGHT-OF-WAY LINE, 188.80 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 51 MINUTES 48 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER 2605.68 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTH 00 DEGREES 43 MINUTES 39 SECONDS EAST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER 718.20 FEET TO THE NORTHEAST CORNER OF THE SOUTH 33 RODS OF SAID NORTHWEST QUARTER; THENCE NORTH 89 DEGREES 51 MINUTES 48 SECONDS WEST, ALONG THE NORTH LINE OF THE SOUTH 33 RODS OF SAID NORTHWEST QUARTER 2607.01 FEET TO THE EASTERN RIGHT-OF-WAY LINE OF SAID FEDERAL AID ROUTE 24; THENCE SOUTH 00 DEGREES 37 MINUTES 38 SECONDS WEST, ALONG SAID EASTERN RIGHT-OF-WAY LINE, 178.60 FEET TO A POINT; THENCE SOUTH 00 DEGREES 34 MINUTES 58 SECONDS WEST, ALONG SAID EASTERN RIGHT-OF-WAY LINE, 198.24 FEET TO THE POINT OF BEGINNING, ALL IN AFTEN TOWNSHIP, DEKALB COUNTY, ILLINOIS.

PARCEL 4:

THE SOUTH 83.3 FEET (MEASURED ALONG THE WEST LINE) EXCEPT THE WEST 1,700.44 FEET (MEASURED ALONG THE SOUTH LINE) OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DEKALB COUNTY, ILLINOIS.

EXCEPTING THEREFROM THE FOLLOWING PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 2; THENCE SOUTH 89 DEGREES 51 MINUTES 48 SECONDS EAST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 1,000.48 FEET TO THE POINT OF BEGINNING OF THE HEREAFTER DESCRIBED TRACT OF LAND; THENCE CONTINUING SOUTH 89 DEGREES 51 MINUTES 48 SECONDS EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 175.00 FEET; THENCE NORTH 00 DEGREES 28 MINUTES 14 SECONDS EAST, A DISTANCE OF 581.00 FEET; THENCE NORTH 89 DEGREES 51 MINUTES 48 SECONDS WEST, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 178.60 FEET; THENCE SOUTH 00 DEGREES 28 MINUTES 14 SECONDS WEST, A DISTANCE OF 281.00 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

THE SOUTH HALF OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING IN AFTEN TOWNSHIP, IN THE COUNTY OF DEKALB AND STATE OF ILLINOIS.

PARCEL 6:

THE NORTH HALF OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN AFTEN TOWNSHIP, DEKALB COUNTY, ILLINOIS.

PARCEL 7:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 4, EAST, OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER SECTION; THENCE NORTH 00 DEGREES 51 SECONDS EAST (BASIS OF BEARINGS — ILLINOIS STATE PLANE COORDINATES — EAST ZONE (NAD83)) ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER SECTION 1635.85 FEET TO THE NORTHEAST CORNER OF THE SOUTH 100 ACRES OF SAID SOUTHWEST QUARTER SECTION AND TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 53 MINUTES 55 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTH 100 ACRES OF SAID SOUTHWEST QUARTER SECTION 1604.00 FEET TO THE EASTERN RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 31 PER DOCUMENT 1813-174037; THENCE NORTH 00 DEGREES 28 MINUTES 18 SECONDS EAST ALONG SAID EASTERN RIGHT-OF-WAY LINE 12.78 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 20 ACRES OF THE NORTH HALF OF SAID SOUTHWEST QUARTER SECTION; THENCE SOUTH 89 DEGREES 58 MINUTES 25 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTH 20 ACRES OF THE NORTH HALF OF SAID SOUTHWEST QUARTER SECTION 2004.00 FEET TO THE NORTHEAST CORNER OF THE SOUTH 20 ACRES OF THE NORTH HALF OF SAID SOUTHWEST QUARTER SECTION; THENCE SOUTH 00 DEGREES 22 MINUTES 32 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER SECTION 1619 FEET TO THE POINT OF BEGINNING, CONTAINING 317,712 SQUARE FEET, OR 7.38 ACRES, MORE OR LESS, ALL 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 SCALE INTERPRETATION OF THE FEDERAL EMPLOYMENT MANAGEMENT AGENCY ADOPTED INSURANCE RATE MAPS FOR DEKALB COUNTY, ILLINOIS, AND INCORPORATED AREAS, HAVING MAP NUMBER 170370202442, WITH AN EFFECTIVE DATE OF JANUARY 21, 2000, AND A MAP REVISED DATE OF JANUARY 2, 2008, AND ALSO HAVING MAP NUMBER 170370202776, WITH AN EFFECTIVE DATE OF SEPTEMBER 21, 2000, AND A MAP REVISED DATE OF JANUARY 2, 2008, THIS SITE APPEARS TO BE LOCATED IN ZONE "C" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).

GIVEN UNDER MY HAND AND SEAL THIS 16th DAY OF NOVEMBER IN THE YEAR 2025.

Thomas G. Wolfe
 THOMAS G. WOLFE
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-103353
 JACOB & HEFNER ASSOCIATES
 MY LICENSE EXPIRES NOVEMBER 30, 2029



PREPARED BY/RETURN TO:
JACOB & HEFNER ASSOCIATES
 1143 Southview Road, Suite 100, Deerfield, IL 60015
 PHONE: (847) 452-4000, FAX: (847) 452-4004
 www.jacobandhefner.com
 Illinois Professional Design Firm
 License No. 006-004073 Exp. 12/31/27

2026000318

11/112-D

SHEET 3 OF 5

Survey No.	D460x
Ordered By:	JAK 343, LLC
Description:	PLAT OF SUBDIVISION
Date Prepared:	NOVEMBER 10, 2025
Scale:	1" = 250'
Drawn By:	JBH
Checked By:	JBH

PARCEL INDEX NUMBER: 11-02-100-006
 PARCEL INDEX NUMBER: 11-02-300-015
 PARCEL INDEX NUMBER: 11-02-300-006
 PARCEL INDEX NUMBER: 11-02-300-002
 PARCEL INDEX NUMBER: 11-02-300-019
 PARCEL INDEX NUMBER: 11-02-400-001
 PARCEL INDEX NUMBER: 11-02-400-002

FINAL PLAT OF SUBDIVISION
 OF
CHICAGOWEST BUSINESS CENTER — REGION III
 PART OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS

CERTIFICATE OF OWNER AS TO PARCEL 3 (P.I.N. 11-02-100-006)

STATE OF IL)
 COUNTY OF COOK) SS

This is to certify that Chicago Title Land Trust Company, as Successor Trustee to Castle Bank N.A. as Trustee under Trust Agreement dated March 9, 2009 and known as Trust Number 2707, an Illinois Trust is the owner of Parcel 3 (P.I.N. 11-02-100-006) of the property described herein and has caused the same to be surveyed, subdivided, platted, 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 18th day of December, 2025.

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

Chicago Title Land Trust Company, as Successor Trustee to Castle Bank N.A. as Trustee under Trust Agreement dated March 9, 2009 and known as Trust Number 2707, an Illinois Trust.

By: [Signature]
 Name: Gregory Kasprzak
 Title: Trust Officer



Owner Address:
 Chicago Title Land Trust Company, as Successor Trustee to Castle Bank N.A. as Trustee under Trust Agreement dated March 9, 2009 and known as Trust Number 2707
 35 W. Wacker Drive
 11th Floor
 Chicago, IL 60601

CERTIFICATE OF NOTARY

STATE OF IL)
 COUNTY OF COOK) SS

I, Maura Elizabeth, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Gregory Kasprzak

the Trust Officer of Chicago Title Land Trust Company, was duly authorized to execute the foregoing instrument for and in the name and behalf of said Chicago Title Land Trust Company, as Successor Trustee to Castle Bank N.A. as Trustee under Trust Agreement dated March 9, 2009 and known as Trust Number 2707, 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 18th day of December, 2025.

[Signature] 12-28-27
 (Notary Public) (My Commission Expires)

PREPARED BY/RETURN TO:



JACOB & HEFNER
 ASSOCIATES
 (A) 300 North LaSalle, Suite 300, Downtown Chicago, IL 60610
 PHONE: (312) 462-4000, FAX: (312) 462-4001
 www.jacobandhefner.com
 Illinois Professional Design Firm
 License No. 000-00000000-00000000

2026000318

11/112-D

SHEET 4 OF 5

Survey No.:	D460x
Ordered By:	JLK 343, LLC
Description:	PLAT OF SUBDIVISION
Date Prepared:	NOVEMBER 10, 2025
Scale:	1" = 250'
	PLAT BOOK: 86781
	TRACER: 124

PARCEL INDEX NUMBER: 11-02-100-006
 PARCEL INDEX NUMBER: 11-02-300-015
 PARCEL INDEX NUMBER: 11-02-300-025
 PARCEL INDEX NUMBER: 11-02-300-032
 PARCEL INDEX NUMBER: 11-02-300-019
 PARCEL INDEX NUMBER: 11-02-400-001
 PARCEL INDEX NUMBER: 11-02-400-002

FINAL PLAT OF SUBDIVISION
 OF
CHICAGOWEST BUSINESS CENTER — REGION III
 PART OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS

CERTIFICATE OF CITY ENGINEER

STATE OF ILLINOIS }
 COUNTY OF DEKALB } SS

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

Approved this 14 day of December, 2025.

By: John Laskowski
 City Engineer
 (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 Decatur, DeKalb County, Illinois.

on this 14 day of December, 2025.

By: Max Maxwell
 Chairman of the Plan Commission
 (PLEASE SIGN & PRINT)



CERTIFICATE OF COUNTY CLERK

STATE OF ILLINOIS }
 COUNTY OF DEKALB } SS

I, Tasha Sims, 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: SYCAMORE, Illinois.

This 13 day of January, 2026.

By: Tasha Sims
 DeKalb County Clerk
 (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 Decatur, DeKalb County, Illinois.

on this 8th day of December, 2025.

By: Cohen Barnes Mayor
Ruth A. Scott Executive Assistant
 (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 Kankakee Water Reclamation District, DeKalb County, Illinois.

on this 5th day of January, 2026.

By: Dennis J. Collins President
Mark Edmiston
 (PLEASE SIGN & PRINT)



COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS }
 COUNTY OF DEKALB } SS

PLAT CABINET 11
 SLIDE NO. 112-D

This instrument number: 2026000318

was filed for this record in the Recorder's Office of DeKalb County, Illinois.

This 13th day of January, 2026.

at 5:08 o'clock pm
Tasha Sims
 DeKalb County Recorder
 (PLEASE SIGN & PRINT)



I.D.O.T. CERTIFICATE

This plat has been approved by the Illinois Department of Transportation with respect to roadway access pursuant to 2025 ILCS 205/2 and 2025 ILCS 205/12 as amended. A plat that meets the requirements contained in the Department's Policy on Permits for Access Driveways to State Highways will be reviewed by the Department.

By: Trisha Thompson
 Region Two Engineer

Date: 1/12/2026



PREPARED BY/RETURN TO:

JACOB & HEFNER ASSOCIATES
 1410 South Main Street, Suite 200, Decatur, Illinois, 62521
 PHONE: (309) 634-6618 FAX: (309) 634-6618
 www.jacobhefner.com
 Illinois Professional Stamp Firm
 License No. 06-00075 Exp. 4/2027

PUBLIC UTILITY EASEMENT PROVISIONS

A NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF DEKALB (CITY), ILLINOIS, AND TO THOSE UTILITY AND OTHER ENTITIES OPERATING NOW OR IN THE FUTURE, HEREIN PROVIDED FROM THE CITY OF DEKALB (COLLECTIVELY, THE "UTILITIES"), INCLUDING, BUT NOT LIMITED TO, VERISON, COMCAST, NCCO, COMMERCIAL ENERGY 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 UTILITIES THE NECESSARY RIGHT, PRIVILEGE AND AUTHORITY TO INSTALL, CONSTRUCT, RECONSTRUCT, INSPECT, OPERATE, REPLACE, REPAIR, MAINTAIN, 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 ACCESSORIES HEREON AS THE UTILITIES 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 UTILITIES 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 AND PERMANENT BUILDINGS, FENCES, OR TREES SHALL BE PLACED ON SUCH EASEMENT AREAS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, DRIVEWAYS, CURBS, AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREON.

KANKAKEE WATER RECLAMATION DISTRICT EASEMENT PROVISIONS

THE OWNERS OF LOT 1, (LOT 3 AND LOT 5 ("BANKVIEW")) DO HEREBY GRANT AND GRANT TO KANKAKEE WATER RECLAMATION DISTRICT ("GRANTEE"), A PERMANENT EXCLUSIVE SERVIENT EASEMENT (THE "EASEMENT") WITHIN THOSE AREAS DESIGNATED AS "SANITARY SEWER EASEMENT" ON "S.L." ON THE PLAT ATTACHED HERETO AND INCORPORATED HEREBY BY REFERENCE AND AS LEGALLY DESCRIBED (THE "PREMISES"). THE EASEMENT IS GRANTED TO INSTALL, CONSTRUCT, REPAIR, REPLACE, REPAIR, MAINTAIN, AND RECONSTRUCT SANITARY SEWERS AND THEIR APPURTENANCES TO SERVE THE PROPERTY DESCRIBED HEREON IN DEKALB COUNTY, ILLINOIS (THE "PROPERTY"). THE RIGHT IS ALSO GRANTED TO THE KANKAKEE WATER RECLAMATION DISTRICT TO CUT, TRIM OR REMOVE TREES, BUSHES, FENCES, AND SIGNS AS MAY BE REASONABLY REQUIRED ACCIDENT TO THE RIGHTS HEREON GRANTED.

THE GRANTEE AGREES THAT NO PERMANENT BUILDINGS, TREES, OR FENCES SHALL BE PLACED WITHIN THE PREMISES, BUT SAID AREA MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, PARKING AREAS, DRIVEWAYS, PAVED AREAS, CURBS, CUTS, TRAFFIC CONTROL IMPROVEMENTS, SIGNAGE, AND RELATED IMPROVEMENTS, AND INSTALLATION, OPERATION AND MAINTENANCE OF UNDERGROUND UTILITIES CROSSING THE EASEMENT AREA (COLLECTIVELY, THE "IMPROVEMENTS"), AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREON.

ANY WORK AUTHORIZED UNDER THE EASEMENT SHALL BE PERFORMED BY THE GRANTEE CAREFULLY SO AS TO CAUSE AS LITTLE DAMAGE AS POSSIBLE TO THE PREMISES AND IT WILL CAUSE THE PREMISES TO BE RESTORED AS NEARLY AS POSSIBLE TO THEIR ORIGINAL CONDITION AFTER THE COMPLETION OF NECESSARY CONSTRUCTION PERFORMED BY THE GRANTEE. THE GRANTEE WILL SAVE, PROTECT, MAINTAIN, AND KEEP HARMLESS THE GRANTEE, HIS SAID PREMISES AND THE REMAINDER OF THE GRANTEE'S ADJACENT LANDS FROM ANY LOSS OF ANY KIND FOR EITHER WORK OR MATERIALS USED OR EMPLOYED IN ALL WORK PERFORMED BY THE GRANTEE ON THE PROPERTY. THE GRANTEE SPECIFICALLY RESERVES UNTO ITSELF THE FEE SIMPLE TITLE TO THE PROPERTY SUBJECT ONLY TO THE EASEMENT DESCRIBED HEREIN. GRANTEE IS AWARE OF AND WAIVES ITS RIGHT PROVIDED BY THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 (P.L. 91-646) AND GRANTEE FURTHER AGREES THAT IT IS RECEIVING FAIR AND REASONABLE COMPENSATION FOR THE EASEMENT.

2026000318

11/112-D SHEET 5 OF 5

Survey No.:	D14608
Ordered By:	AK 342 LLC
Drawing/Item:	PLAT OF SUBDIVISION
Date Prepared:	NOVEMBER 10, 2025
Scale:	1" = 350'
Prepared By:	TS

EXHIBIT D
ZONING APPROVAL ORDINANCE

ORDINANCE 2025-052

PASSED: DECEMBER 8, 2025

APPROVING THE ZONING PETITION OF JJK 343, LLC TO REZONE APPROXIMATELY 560 ACRES GENERALLY LOCATED ALONG THE EAST AND WEST SIDES OF IL ROUTE 23, NORTH OF KESLINGER ROAD, AND WEST OF CREGO ROAD, TO THE “PD-I” PLANNED DEVELOPMENT INDUSTRIAL DISTRICT AND APPROVING A DEVELOPMENT PLAN AND FINAL PLAT FOR THE DEVELOPMENT OF A DATA CENTER AND ACCESSORY USES (PROJECT VECTOR).

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 under Article VII, Section 6, of the Illinois Constitution of 1970; and

WHEREAS, JJK 343, LLC, an Illinois limited liability company (the “Owner”) is the owner or contract-purchaser of property legally described in the attached and incorporated Exhibit A (the “Property”); and

WHEREAS, on November 11, 2025, the Owner petitioned the City to annex the Property and, upon annexation of the Property, to: (1) rezone the Property from the “SRF1” Single-Family Residential District to the PD-I Planned Development – Industrial District (the “Rezoning”); (2) approve the development plan attached and incorporated as Exhibit B (the “Plans”) for an industrial planned development (the “Planned Development”) on the Property authorizing the phased development of four (4) separate data center buildings totaling approximately 2,965,000 square-feet and associated improvements, components, infrastructure, equipment, and certain accessory uses or buildings, including two (2) electrical substations, all as depicted on the Plans (collectively, the “Data Center Buildings and Improvements”); (3) the approval of certain zoning and development standards set forth on the attached and incorporated Exhibit C (the “Development Standards”) to authorize the construction on the Property, at the Owner’s option, of additional data center buildings and associated improvements, components, infrastructure, equipment, and certain accessory uses or buildings (the “Additional Buildings and Improvements”), which the City Manager determines comply with the Development Standards and Development Plan that may be developed “as of right” within the Planned Development, all in accordance with the Annexation and Development Agreement dated December 8, 2025 between the City, the Owner, and Chicago Title Land Trust Company, as Successor Trustee to Castle Bank N.A. as Trustee under Trust Agreement dated March 9, 2009 and known as Trust Number 2707 approved by Ordinance 2025-051 (the “Annexation Agreement”); and (4) the approval of two (2) Plats of Subdivision attached and incorporated as Group Exhibit D (collectively, the “Plat of Subdivision”), all of which is collectively referred to as the “Zoning Petition”; and

WHEREAS, on December 1, 2025, 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 factual findings, and recommended approving the Zoning Petition; and

WHEREAS, under 65 ILCS 5/11-15.1-1, *et seq.*, the City and the Owner negotiated the Annexation Agreement, which provided for: (1) the annexation of the Property into the City’s corporate limits; and (2) the adoption of an ordinance granting the Zoning Petition; and

WHEREAS, on December 8, 2025, upon due notice as provided by law, the City’s corporate authorities held a public hearing on the Annexation Agreement before considering this ordinance; and

WHEREAS, on December 8, 2025, the City’s corporate authorities duly adopted an ordinance approving the Annexation Agreement before considering this ordinance; and

WHEREAS, on December 8, 2025, the City’s corporate authorities duly adopted an ordinance

annexing the Property into the City's corporate limits before considering this ordinance; and

WHEREAS, the City's corporate authorities adopt the PZC's factual findings and recommendation regarding the Zoning Petition and further find that the Zoning Petition conforms to the applicable zoning factors under the City's Unified Development Ordinance ("UDO") for the following reasons:

FINDINGS OF FACT - REZONING

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

The City's Comprehensive Plan recommends Industrial uses for the Property. An approximately 970,000 sq. ft. Meta data center is already located just to the north of the Property along and south of Gurler Road. Additional acreage for future manufacturing, distribution, office/research and technology uses are available in the areas to the north of the Property. The rezoning of the Property to the PD-I Planned Development – Industrial District and the approval of a data center 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 UDO.**

The proposed rezoning of the Property to the PD-I Planned Development District and the development of a data center will allow the Development to comply with the regulations of the UDO and the Development Standards made part of the annexation and development agreement. The PD-I zoning classification, as provided under the UDO, is the most appropriate zoning classification for the Property and provides the opportunity for the City to shape the development, use, and appearance of the Property. In addition, the Planned Development zoning allows the Owner flexibility in integrating public capital facilities, construction schedules, and phasing of the development. 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. As already mentioned, the property immediately to the north of the site is improved with an approximately 970,000 sq. ft. Meta data center. The property north of and along Gurler Road, between Rt. 23 and Crego Road has been developed with large-scale warehousing and distribution facilities, including 2 Ferrara candy facilities, an Amazon warehouse and distribution center, and a future Kraft Heinz food distribution center and packaging center.

Areas to the east, south, and west are agricultural uses with some single-family homes to the west of the site along Rt. 23. The proposed zoning and land use are consistent with and compatible with the surrounding area and the City's Comprehensive Plan. The proposed rezoning to PD-I Planned Development Industrial District and the development of a data center will not have a detrimental effect on the adjacent properties or land uses. In fact, the extension of utilities and upgrading of roadways will appreciably increase the value of adjacent farm parcels for future development. The strategic placement of detention areas and deeper-than-required building setbacks are also planned to minimize the physical presence of the large data halls. Further, the data halls will have lower heights (approximately 25-35 feet) plus parapeted roof edges to disguise rooftop equipment.

Ordinance 2025-052

- 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 proposed rezoning for the Property is the PD-I Planned Development – Industrial zoning. The PD-I district designation and development of a data center will allow the site to be compatible with the surrounding area. In addition, the data center will allow for the continuation of an area with high quality development under the PD-I classification, which is consistent with the Comprehensive Plan recommendations. Rezoning the Property to “PD-I” will allow for a well-designed project and the flexibility by the applicant 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.

The Property is close to the full interchange access of Peace Road and I-88. Keslinger Road, Rt. 23, and Crego Road will be improved to accommodate the proposed development and provide for efficient means of access for the data center. Sanitary sewer and watermain will be extended and provide connections to the Property. Stormwater management facilities will be constructed on the Property per the UDO’s requirements. Electrical power is readily available and more than adequate to provide the needs for the proposed data center; and

WHEREAS, the City’s corporate authorities find that granting the Zoning Petition as provided by this ordinance is in the City’s best interests for the protection of public health, safety, and welfare; and

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

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

SECTION 2: Zoning Petition Granted. Subject to and contingent upon the provisions of the Annexation Agreement and this ordinance, the City’s corporate authorities grant the Zoning Petition.

SECTION 3: Rezoning Approved. The City’s corporate authorities approve the Rezoning of the Property from the SRF1 Single-Family Residential District to the PD-I Planned Development Industrial District, and authorize and direct the City Manager to amend the “Official Zoning Map” of the City to depict the Property as located within the PD-I Planned Development Industrial District.

SECTION 4: Planned Development Approved.

A. Approval of Plans. The City’s corporate authorities approve the Plans as the Development Plan for the Property and the Planned Development.

B. Approval of Development Standards. The City’s corporate authorities approve the Development Standards.

SECTION 5: Plat of Subdivision Approved. The City’s corporate authorities approve the Plat of Subdivision as the preliminary and final plat of subdivision for the Property, and further authorize and direct the City’s PZC Chairperson, Mayor, Clerk, and Engineer to sign the Plat of Subdivision.

SECTION 6: Recording Directed. The City’s corporate authorities authorize and direct the City Manager or his designee to record and file, upon execution by all the parties, this ordinance and the Plat of Subdivision with the DeKalb County Clerk and Recorder.

Ordinance 2025-052

SECTION 7: Home Rule. This ordinance shall be the effective legislative act of a home rule municipality without regard to whether such ordinance should (a) contain terms contrary to the provision of current or subsequent non-preemptive state law, or (b) legislate regarding a matter not delegated to municipalities by state law. It is the intent of the City's corporate authorities that if this ordinance is inconsistent with any non-preemptive state law, this ordinance shall supersede state law in the City's jurisdiction.

SECTION 8: Effect of Approvals. Upon and after the effective date of this ordinance, subject to the issuance of required building permits, the Owner shall have the right to: (1) construct the Data Center Buildings and Improvements in accordance with the Plans and the provisions of the Annexation Agreement; and, (2) construct any Additional Buildings and Improvements in accordance with the Development Standards and the provisions of the Annexation Agreement, subject to the review and determination by the City Manager that any plans for the Additional Buildings and Improvements comply with the Development Standards and the provisions of the Annexation Agreement.

SECTION 9: Effective Date. Due to the urgent need to immediately effect the recording of this ordinance and the Plat of Subdivision, the City's corporate authorities, by a vote of two-thirds of those members then holding office, find and direct that this ordinance shall take effect immediately upon its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a Regular meeting held on December 8, 2025, and approved by me as Mayor on the same day. Passed on First Reading by a 7-0-1 roll call vote. Aye: Zasada, Larson, Carlson, Powell, Verbic, Walker, Barnes. Nay: None. Absent: Smith. Second Reading waived by a 7-0-1 roll call vote. Aye: Zasada, Larson, Carlson, Powell, Verbic, Walker, Barnes. Nay: None. Absent: Smith.




COHEN BARNES, Mayor

ATTEST:


Ruth A. Scott, Executive Assistant

Ordinance 2025-052

EXHIBIT A
(Legal Description of the Property)

The Property is legally described as follows:

REGION II:

TRACT 1

(PARCEL 1): (P.I.N. 11-03-200-056)

THAT PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SOUTH POINTE GREENS P.U.D. UNIT TWO, THENCE SOUTHERLY, ALONG THE EAST LINE OF SAID SUBDIVISION, SAID EAST LINE BEING THE EAST LINE OF THE WEST HALF OF SAID NORTHEAST QUARTER, 753.02 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY RIGHT OF WAY FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTHERLY, ALONG SAID WEST LINE, 474.16 FEET; THENCE WESTERLY, AT AN ANGLE OF 90 DEGREES 03 MINUTES 39 SECONDS, MEASURED COUNTERCLOCKWISE FROM SAID WEST LINE, 211.21 FEET TO SAID SOUTHEASTERLY RIGHT OF WAY LINE; THENCE NORTHEASTERLY, AT AN ANGLE OF 65 DEGREES 58 MINUTES 19 SECONDS, MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, 519.28 FEET TO THE POINT OF BEGINNING, ALL IN AFTON TOWNSHIP, DEKALB COUNTY, ILLINOIS.

(PARCEL 2): (P.I.N. 11-03-200-064)

THE EAST HALF (E 1/2) OF THE NORTH EAST QUARTER (NE 1/4) OF SECTION THREE (3), EXCEPTING THE RIGHT-OF-WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY;

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCELS:

EXCEPTION PARCEL 1: (EXCEPTION P1 OF P2)

THAT PART OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 3, THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 636.90 FEET; THENCE WESTERLY AT AN ANGLE OF 90 DEGREES 00 MINUTES MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 590.00 FEET; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 637.53 FEET TO THE NORTH LINE OF SAID SECTION 3, THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 590.00 FEET TO THE PLACE OF BEGINNING.

Ordinance 2025-052

EXCEPTION PARCEL 2: (EXCEPTION P2 OF P2)

THAT PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 3; THENCE SOUTH 0 DEGREES 46 MINUTES WEST ALONG THE EAST LINE OF SAID SECTION 3 (THE BEARING FOR THE SAID EAST LINE OF SAID SECTION 3 BEING ESTABLISHED IN RELATION TO THE ASSUMED BEARING ASSIGNED TO THE CENTER LINE OF ILLINOIS ROUTE 23), A DISTANCE OF 711.49 FEET TO THE PLACE OF BEGINNING; THENCE NORTH 87 DEGREES, 25.5 MINUTES WEST, FOR A DISTANCE OF 27.65 FEET TO A POINT, WHICH POINT IS 40.0 FEET LEFT AS MEASURED AT RIGHT ANGLES FROM THE CENTER LINE FOR FEDERAL AID ROUTE 24; THENCE SOUTH 2 DEGREES, 34.5 MINUTES WEST PARALLEL TO THE SAID CENTER LINE OF FEDERAL AID ROUTE 24 AND THE TANGENT TO THE CURVE OF THE CENTER LINE OF FEDERAL AID ROUTE 24, A DISTANCE OF 332.19 FEET TO AN ANGLE POINT; THENCE NORTH 88 DEGREES, 17 MINUTES WEST, FOR A DISTANCE OF 20.0 FEET TO A POINT, WHICH POINT IS 60.0 FEET LEFT AS MEASURED AT RIGHT ANGLES FROM THE CENTER LINE FOR FEDERAL AID ROUTE 24; THENCE SOUTH 0 DEGREES 51 MINUTES WEST, FOR A DISTANCE OF 1221.43 FEET TO A POINT; THENCE CONTINUING SOUTH 0 DEGREES, 48 MINUTES WEST, FOR A DISTANCE OF 388.22 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3, WHICH POINT IS 60.0 FEET LEFT AS MEASURED AT RIGHT ANGLES FROM THE SAID CENTER LINE OF FEDERAL AID ROUTE 24; THENCE SOUTH 89 DEGREES, 53 MINUTES EAST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 3, FOR A DISTANCE OF 60.0 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 3; THENCE NORTH 0 DEGREES, 46 MINUTES EAST ALONG THE EAST LINE OF SAID SECTION 3, FOR A DISTANCE OF 1939.79 FEET TO THE PLACE OF BEGINNING.

EXCEPTION PARCEL 3: (EXCEPTION P3 OF P2)

LOT 4 AND LOT 5 OF CARONA SUBDIVISION IN THE NORTHEAST FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 4 EAST OF THE 3RD P.M., DEKALB COUNTY, ILLINOIS.

EXCEPTION PARCEL 4: (EXCEPTION P4 OF P2)

THAT PART OF THE EAST 1/2 OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SOUTH POINTE GREENS P.U.D. UNIT TWO; THENCE SOUTHERLY, ALONG THE EAST LINE OF SAID SUBDIVISION, SAID EAST LINE BEING THE WEST LINE OF THE EAST HALF OF SAID NORTHEAST QUARTER, 607.16 FEET TO THE NORTHWESTERLY LINE OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY RIGHT OF WAY; THENCE NORTHEASTERLY, AT AN ANGLE OF 24 DEGREES 00 MINUTES, MEASURED CLOCKWISE FROM SAID EAST LINE, ALONG SAID NORTHWESTERLY LINE, 555.42 FEET TO THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE WESTERLY, AT AN ANGLE OF 65

Ordinance 2025-052

DEGREES 56 MINUTES 20 SECONDS, MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID NORTH LINE, 225.91 FEET TO THE POINT OF BEGINNING, ALL IN AFTON TOWNSHIP, DEKALB COUNTY, ILLINOIS.

EXCEPTION PARCEL 5: (EXCEPTION P5 OF P2)

PART OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 3; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 636.90 FEET FOR THE PLACE OF BEGINNING; THENCE WESTERLY AT AN ANGLE OF 90 DEGREES 00 MINUTES MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 590.00 FEET; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 395.68 FEET; THENCE EASTERLY AT AN ANGLE OF 90 DEGREES 00 MINUTES MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 590.00 FEET TO THE EAST LINE OF SAID SECTION 3; THENCE NORTHERLY ALONG THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 395.68 FEET TO THE PLACE OF BEGINNING; EXCEPTING THEREFROM LOTS 4 AND 5 IN CARONA SUBDIVISION OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DEKALB COUNTY, ILLINOIS; ALSO EXCEPTING THEREFROM THAT PART DESCRIBED IN DOCUMENT 2014003837.

EXCEPTION PARCEL 6: (EXCEPTION P6 OF P2)

THAT PART OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT FIVE IN CARONA SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK "Q" OF PLATS, PAGE 63; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT AND SAID SOUTH LINE EXTENDED 276.81 FEET; THENCE SOUTHEASTERLY, AT AN ANGLE OF 2 DEGREES 59 MINUTES 52 SECONDS MEASURED CLOCKWISE FROM SAID SOUTH LINE, 258.71 FEET TO THE WESTERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 23; THENCE EASTERLY, AT AN ANGLE OF 178 DEGREES 30 MINUTES 58 SECONDS, MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG A JOG IN SAID WESTERLY RIGHT OF WAY LINE, 18.46 FEET TO SAID WESTERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 23; THENCE NORTHERLY, AT AN ANGLE OF 88 DEGREES 23 MINUTES 53 SECONDS, MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID WESTERLY RIGHT OF WAY LINE 13.98 FEET TO THE POINT OF BEGINNING, ALL IN AFTON TOWNSHIP, DEKALB COUNTY, ILLINOIS.

EXCEPTION PARCEL 7: (EXCEPTION P7 OF P2)

THAT PART OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

Ordinance 2025-052

COMMENCING AT THE SOUTHEAST CORNER OF LOT FIVE IN CARONA SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK "Q" OF PLATS, PAGE 63; THENCE WESTERLY, ALONG THE SOUTH LINE OF SAID LOT AND SAID SOUTH LINE EXTENDED, 276.81 FEET FOR THE POINT OF BEGINNING; THENCE SOUTHEASTERLY, AT AN ANGLE OF 2°59'52" MEASURED CLOCKWISE FROM SAID SOUTH LINE, 258.71 FEET TO THE WESTERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 23; THENCE SOUTHERLY, AT AN ANGLE OF 93°00'10", MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID WESTERLY RIGHT OF WAY LINE, 15.00 FEET; THENCE WESTERLY, AT AN ANGLE OF 88°04'12", MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, 533.38 FEET TO A POINT ON THE WEST LINE OF THE EAST 590.00 FEET OF THE NORTHEAST QUARTER OF SAID SECTION THAT IS 10.57 FEET SOUTHERLY OF THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT FIVE; THENCE NORTHERLY, AT AN ANGLE OF 91°56'27", MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID WEST LINE, 25.00 FEET; THENCE SOUTHEASTERLY, AT AN ANGLE OF 86°59'11", MEASURED COUNTERCLOCKWISE FROM SAID WEST LINE, 274.11 FEET TO THE POINT OF BEGINNING, ALL IN AFTON TOWNSHIP, DEKALB COUNTY, ILLINOIS.

TRACT 2

(PARCEL 1): (PER TRUSTEE'S DEED PER DOCUMENT NUMBER 2009-000411)

THAT PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE WESTERLY, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, 60.0 FEET TO THE WESTERLY RIGHT OF WAY LINE OF S.B.I. ROUTE 23; THENCE NORTHERLY, AT AN ANGLE OF 89 DEGREES 16 MINUTES 52 SECONDS, MEASURED COUNTERCLOCKWISE FROM SAID SOUTH LINE, ALONG SAID WESTERLY RIGHT OF WAY LINE, 873.47 FEET; THENCE WESTERLY, AT RIGHT ANGLE TO SAID WESTERLY RIGHT OF WAY LINE, 544.50 FEET; THENCE NORTHERLY, AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, 570.58 FEET FOR THE POINT OF BEGINNING; THENCE WESTERLY, AT AN ANGLE OF 89 DEGREES 16 MINUTES 52 SECONDS, MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER, 2042.92 FEET TO THE EAST LINE OF THE WEST 16.5 FEET OF SAID SOUTHEAST QUARTER; THENCE NORTHERLY, AT AN ANGLE OF 89 DEGREES 16 MINUTES 57 SECONDS, MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID EAST LINE, 168.66 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERLY RAILROAD; THENCE NORTHEASTERLY AT AN ANGLE OF 155 DEGREES 59 MINUTES 56 SECONDS, MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, 1129.88 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER, THENCE EASTERLY, AT AN ANGLE OF 114 DEGREES 38 MINUTES 22 SECONDS, MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID NORTH LINE, 2127.83 FEET TO SAID WESTERLY RIGHT OF WAY LINE;

Ordinance 2025-052

THENCE SOUTHERLY, AT AN ANGLE OF 89 DEGREES 21 MINUTES 37 SECONDS, MEASURED COUNTERCLOCKWISE FROM SAID NORTH LINE, ALONG SAID WESTERLY RIGHT OF WAY LINE, 569.57 FEET; THENCE WESTERLY, AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, 544.50 FEET; THENCE SOUTHERLY, AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, 629.42 FEET TO THE POINT OF BEGINNING, ALL IN AFTON TOWNSHIP, DEKALB COUNTY, ILLINOIS.

(PARCEL 2): (PER WARRANTY DEED PER DOCUMENT NUMBER 2009-000412)

THAT PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE EASTERLY, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, 1331.86 FEET TO THE NORTHEAST CORNER OF SAID WEST HALF; THENCE SOUTHERLY, AT AN ANGLE OF 89 DEGREES 56 MINUTES 21 SECONDS, MEASURED COUNTERCLOCKWISE FROM SAID NORTH LINE, ALONG THE EAST LINE OF SAID WEST HALF, 753.02 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD FOR A POINT OF BEGINNING; THENCE CONTINUING SOUTHERLY, ALONG SAID EAST LINE, 1912.59 FEET TO THE SOUTHEAST CORNER OF SAID WEST HALF; THENCE WESTERLY AT AN ANGLE OF 90 DEGREES 38 MINUTES 21 SECONDS, MEASURED COUNTERCLOCKWISE FROM SAID WEST LINE, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, 855.86 FEET TO SAID SOUTHEASTERLY RIGHT OF WAY LINE; THENCE NORTHEASTERLY, AT AN ANGLE OF 65 DEGREES 21 MINUTES 38 SECONDS, MEASURED COUNTERCLOCKWISE FROM SAID SOUTH LINE, ALONG SAID EASTERLY RIGHT OF WAY LINE, 2104.05 FEET TO THE POINT OF BEGINNING, EXCEPTING THAT PART OF THE SAID WEST HALF DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SOUTH POINTE GREENS P.U.D. UNIT TWO; THENCE SOUTHERLY, ALONG THE EAST LINE OF SAID SUBDIVISION, SAID EAST LINE BEING THE EAST LINE OF THE WEST HALF OF SAID NORTHEAST QUARTER, 753.02 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY RIGHT OF WAY FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTHERLY, ALONG SAID WEST LINE, 474.16 FEET; THENCE WESTERLY, AT AN ANGLE OF 90 DEGREES 03 MINUTES 39 SECONDS, MEASURED COUNTERCLOCKWISE FROM SAID WEST LINE, 211.21 FEET TO SAID SOUTHEASTERLY RIGHT OF WAY LINE; THENCE NORTHEASTERLY, AT AN ANGLE OF 65 DEGREES 56 MINUTES 19 SECONDS, MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, 519.28 FEET TO THE POINT OF BEGINNING, ALL IN AFTON TOWNSHIP, DEKALB COUNTY, ILLINOIS.

TRACT 3:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST

Ordinance 2025-052

QUARTER; THENCE EASTERLY ALONG THE SOUTH LINE THEREOF, 16.5 FEET TO THE EAST LINE OF THE WEST 16.5 FEET OF SAID SOUTHEAST QUARTER FOR A POINT OF BEGINNING; THENCE CONTINUING EASTERLY ALONG SAID SOUTH LINE 2587.42 FEET TO THE WESTERLY RIGHT OF WAY OF ILLINOIS ROUTE 23; THENCE NORTHERLY AT AN ANGLE OF 90 DEGREES 43 MINUTES 08 SECONDS, MEASURED CLOCKWISE FROM SAID SOUTH LINE, ALONG SAID WESTERLY RIGHT OF WAY LINE 873.47 FEET; THENCE WESTERLY AT RIGHT ANGLE TO SAID WESTERLY RIGHT OF WAY LINE, 544.50 FEET; THENCE NORTHERLY AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, 570.58 FEET; THENCE WESTERLY AT AN ANGLE OF 89 DEGREES 16 MINUTES 52 SECONDS, MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, PARALLEL WITH SAID SOUTH LINE 2042.92 FEET TO SAID EAST LINE; THENCE SOUTHERLY AT AN ANGLE OF 90 DEGREES 43 MINUTES 03 SECONDS, MEASURED CLOCKWISE FROM SAID PARALLEL LINE, ALONG SAID EAST LINE 1450.88 FEET TO THE POINT OF BEGINNING, ALL IN AFTON TOWNSHIP, DEKALB COUNTY, ILLINOIS.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF THE WEST 16.5 FEET OF SAID SOUTHEAST QUARTER THAT IS 1,450.88 FEET NORTH OF THE SOUTH LINE THEREOF; THENCE SOUTHERLY ALONG SAID EAST LINE 1,450.88 FEET TO SAID SOUTH LINE; THENCE EASTERLY ALONG SAID SOUTH LINE 15.6 FEET; THENCE NORTHERLY 1450.9 FEET TO A POINT THAT IS 14.9 FEET EASTERLY OF THE POINT OF BEGINNING; THENCE WESTERLY 14.9 FEET TO THE POINT OF BEGINNING IN AFTON TOWNSHIP, 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.

REGION III:

PARCEL 1:

THAT PART OF THE SOUTH 55 RODS (907.5 FEET) OF THE NORTHWEST FRACTIONAL QUARTER AND THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE SOUTH 89 DEGREES 51 MINUTES 46 SECONDS EAST 60.0 FEET TO THE EASTERLY RIGHT OF WAY LINE OF FEDERAL AID ROUTE 24 FOR A POINT OF BEGINNING; THENCE NORTH 00 DEGREES 34 MINUTES 59 SECONDS EAST ALONG SAID EASTERLY RIGHT OF WAY LINE 188.80 FEET; THENCE SOUTH 89 DEGREES 51 MINUTES 46 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 2605.68 FEET TO THE EAST LINE OF THE NORTHWEST 1/4;

Ordinance 2025-052

THENCE SOUTH 00 DEGREES 43 MINUTES 32 SECONDS WEST, ALONG THE EAST LINE OF SAID NORTHWEST 1/4 188.80 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4; THENCE SOUTH 00 DEGREES 43 MINUTES 32 SECONDS WEST, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 997.29 FEET TO THE NORTHEAST CORNER OF THE SOUTH 20 ACRES OF THE NORTH 1/2 OF THE SOUTHWEST 1/4; THENCE NORTH 89 DEGREES 47 MINUTES 59 SECONDS WEST, ALONG THE NORTH LINE OF SAID SOUTH 20 ACRES OF SAID NORTH 1/2 2603.89 FEET TO THE EASTERLY RIGHT OF WAY LINE OF FEDERAL ROUTE 24; THENCE NORTH 00 DEGREES 39 MINUTES 05 SECONDS EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, 994.04 FEET TO THE POINT OF BEGINNING, ALL IN AFTON TOWNSHIP, DEKALB COUNTY, ILLINOIS.

PARCEL 2:

THE SOUTH 100 ACRES OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 833 FEET THEREOF, ALSO EXCEPT: THAT PART OF THE SOUTH 100 ACRES OF THE SOUTHWEST 1/4 OF SECTION 2 AFORESAID, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 2; AND THENCE NORTH 00 DEGREES 48 MINUTES EAST ALONG THE WEST LINE OF SAID SECTION 2 (THE BEARING FOR THE SAID WEST LINE OF SAID SECTION 2 BEING ESTABLISHED IN RELATION TO THE ASSUMED BEARING ASSIGNED TO THE CENTER LINE OF ILLINOIS ROUTE 23), A DISTANCE OF 833.0 FEET TO A POINT THAT IS THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING NORTH 00 DEGREES 48 MINUTES EAST FOR A DISTANCE OF 821.2 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 100 ACRES OF THE SOUTHWEST 1/4 OF SAID SECTION 2; THENCE SOUTH 89 DEGREES 22 MINUTES EAST FOR A DISTANCE OF 60.0 FEET TO A POINT, WHICH POINT IS 60.0 FEET RIGHT AS MEASURED AT RIGHT ANGLES FROM THE CENTER LINE FOR FEDERAL AID ROUTE 24; THENCE SOUTH 00 DEGREES 48 MINUTES WEST (PARALLEL TO THE SAID CENTER LINE OF FEDERAL AID ROUTE 24) FOR A DISTANCE OF 820.99 FEET TO A POINT, WHICH POINT IS 60.0 FEET RIGHT AS MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF FEDERAL AID ROUTE 24; THENCE NORTH 89 DEGREES 34 MINUTES WEST FOR A DISTANCE OF 60.0 FEET TO THE WEST LINE OF SAID SECTION 2 AND THE POINT OF BEGINNING, IN DEKALB COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE SOUTH 55 RODS (907.5 FEET) OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 89 DEGREES 51 MINUTES 46 SECONDS EAST 60.0 FEET TO THE EASTERLY RIGHT OF WAY LINE OF FEDERAL AID ROUTE 24; THENCE NORTH 00 DEGREES 34 MINUTES 59 SECONDS EAST, ALONG THE SAID EASTERLY RIGHT OF WAY LINE, 188.80 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 51 MINUTES 46 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER 2605.68 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTH 00 DEGREES 43 MINUTES 32 SECONDS EAST, ALONG THE

Ordinance 2025-052

EAST LINE OF SAID NORTHWEST QUARTER 718.70 FEET TO THE NORTHEAST CORNER OF THE SOUTH 55 RODS OF SAID NORTHWEST QUARTER; THENCE NORTH 89 DEGREES 51 MINUTES 46 SECONDS WEST, ALONG THE NORTH LINE OF THE SOUTH 55 RODS OF SAID NORTHWEST QUARTER 2607.01 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID FEDERAL AID ROUTE 24; THENCE SOUTH 00 DEGREES 37 MINUTES 38 SECONDS WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE 520.45 FEET TO A POINT; THENCE SOUTH 00 DEGREES 34 MINUTES 59 SECONDS WEST ALONG SAID EASTERLY RIGHT OF WAY LINE, 198.24 FEET TO THE POINT OF BEGINNING, ALL IN AFTON TOWNSHIP, DEKALB COUNTY, ILLINOIS.

PARCEL 4:

THE SOUTH 833.0 FEET (MEASURED ALONG THE WEST LINE) EXCEPT THE WEST 1,700.44 FEET (MEASURED ALONG THE SOUTH LINE) OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DEKALB COUNTY, ILLINOIS.

EXCEPTING THEREFROM THE FOLLOWING: PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE SOUTH 89 DEGREES 54 MINUTES 08 SECONDS EAST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 1700.48 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED TRACT OF LAND; THENCE CONTINUING SOUTH 89 DEGREES 54 MINUTES 08 SECONDS EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 175.00 FEET; THENCE NORTH 00 DEGREES 28 MINUTES 14 SECONDS EAST, A DISTANCE OF 261.00 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 08 SECONDS WEST, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 175.00 FEET; THENCE SOUTH 00 DEGREES 28 MINUTES 14 SECONDS WEST, A DISTANCE OF 261.00 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

THE SOUTH HALF OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING IN AFTON TOWNSHIP, IN THE COUNTY OF DEKALB AND STATE OF ILLINOIS.

PARCEL 6:

THE NORTH HALF OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN AFTON TOWNSHIP, DEKALB COUNTY, ILLINOIS.

PARCEL 7:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 4 EAST, OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER SECTION; THENCE NORTH 00 DEGREES 32 MINUTES 51

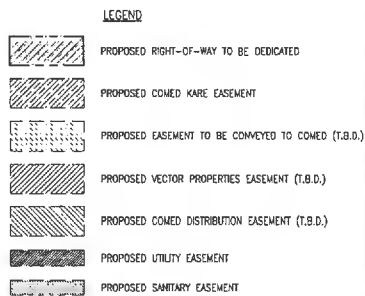
Ordinance 2025-052

SECONDS EAST (BASIS OF BEARINGS - ILLINOIS STATE PLANE COORDINATES - EAST ZONE (NAD(83))) ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER SECTION 1635.85 FEET TO THE NORTHEAST CORNER OF THE SOUTH 100 ACRES OF SAID SOUTHWEST QUARTER SECTION AND TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 53 MINUTES 55 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTH 100 ACRES OF SAID SOUTHWEST QUARTER SECTION 2604.00 FEET TO THE EASTERN RIGHT OF WAY LINE OF ILLINOIS ROUTE 23 PER DOCUMENT 1973-371407; THENCE NORTH 00 DEGREES 28 MINUTES 18 SECONDS EAST ALONG SAID EASTERN RIGHT OF WAY LINE 12.78 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 20 ACRES OF THE NORTH HALF OF SAID SOUTHWEST QUARTER SECTION; THENCE SOUTH 89 DEGREES 58 MINUTES 25 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTH 20 ACRES OF THE NORTH HALF OF SAID SOUTHWEST QUARTER SECTION 2604.05 FEET TO THE NORTHEAST CORNER OF THE SOUTH 20 ACRES OF THE NORTH HALF OF SAID SOUTHWEST QUARTER SECTION; THENCE SOUTH 00 DEGREES 32 MINUTES 51 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER SECTION 16.19 FEET TO THE POINT OF BEGINNING, CONTAINING 37,715 SQUARE FEET, OR 0.866 ACRES, MORE OR LESS, ALL IN DEKALB COUNTY, ILLINOIS.

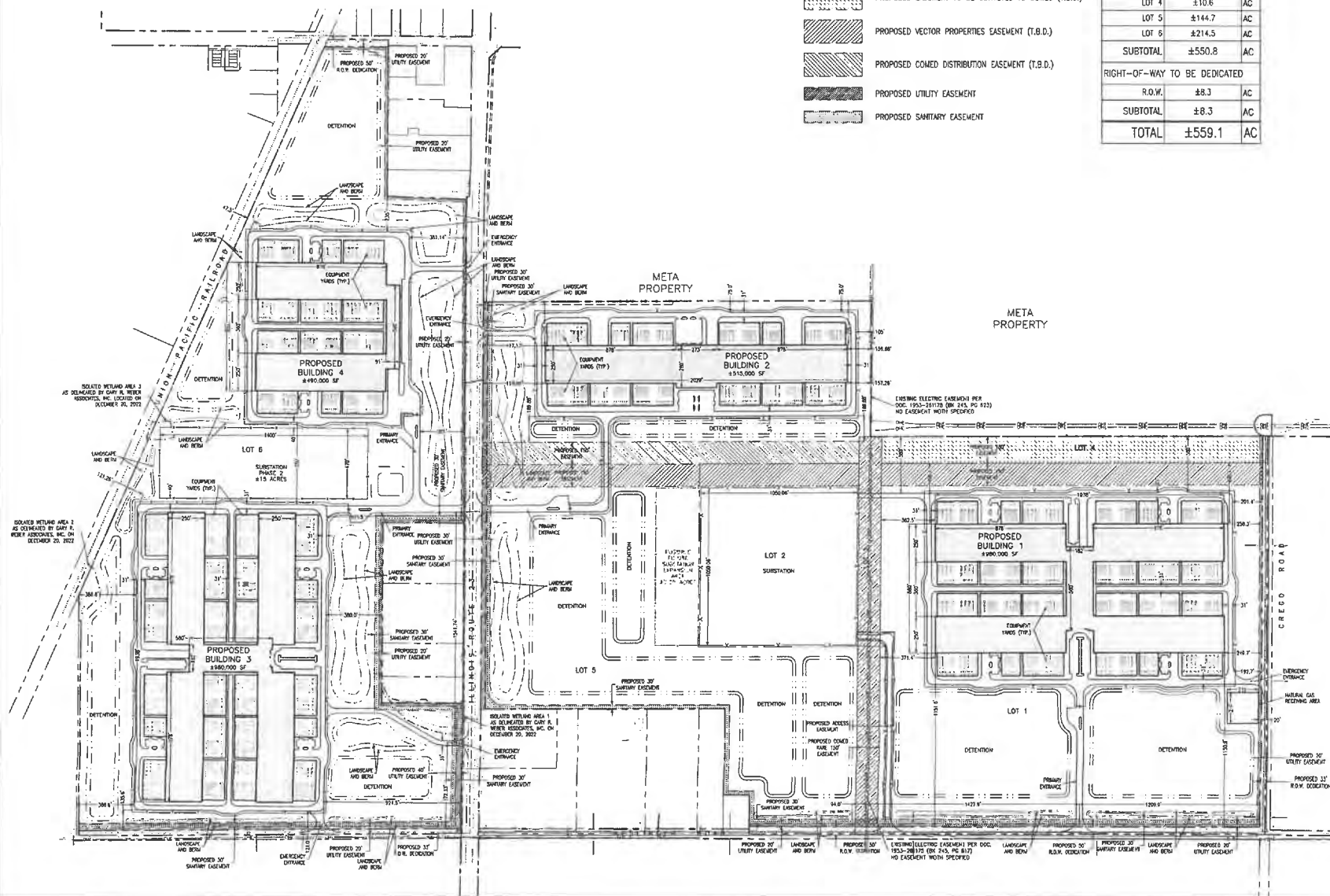
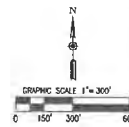
PER ILLINOIS MUNICIPAL CODE 65 ILCS 5/7-1-1. (THE NEW BOUNDARY OF THE ANNEXATION SHALL EXTEND TO THE FAR SIDE OF ANY ADJACENT HIGHWAY AND SHALL INCLUDE ALL OF EVERY HIGHWAY WITHIN THE AREA ANNEXED). ADJACENT ROADS ARE SHOWN AS ANNEXED, BECAUSE BY OPERATION OF LAW, ADJACENT ROADS SHALL BE CONSIDERED ANNEXED EVEN THOUGH NOT INCLUDED IN THE LEGAL DESCRIPTION SET FORTH IN THE PETITION FOR ANNEXATION. 65 ILCS 5/7-1-1.

EXHIBIT B
(Final Plans)

EXHIBIT B



SITE DATA TABLE		
LOT AREAS		
LOT 1	±142.1	AC
LOT 2	±30.0	AC
LOT 3	±9.0	AC
LOT 4	±10.6	AC
LOT 5	±144.7	AC
LOT 6	±214.5	AC
SUBTOTAL	±550.8	AC
RIGHT-OF-WAY TO BE DEDICATED		
R.O.W.	±8.3	AC
SUBTOTAL	±8.3	AC
TOTAL	±559.1	AC

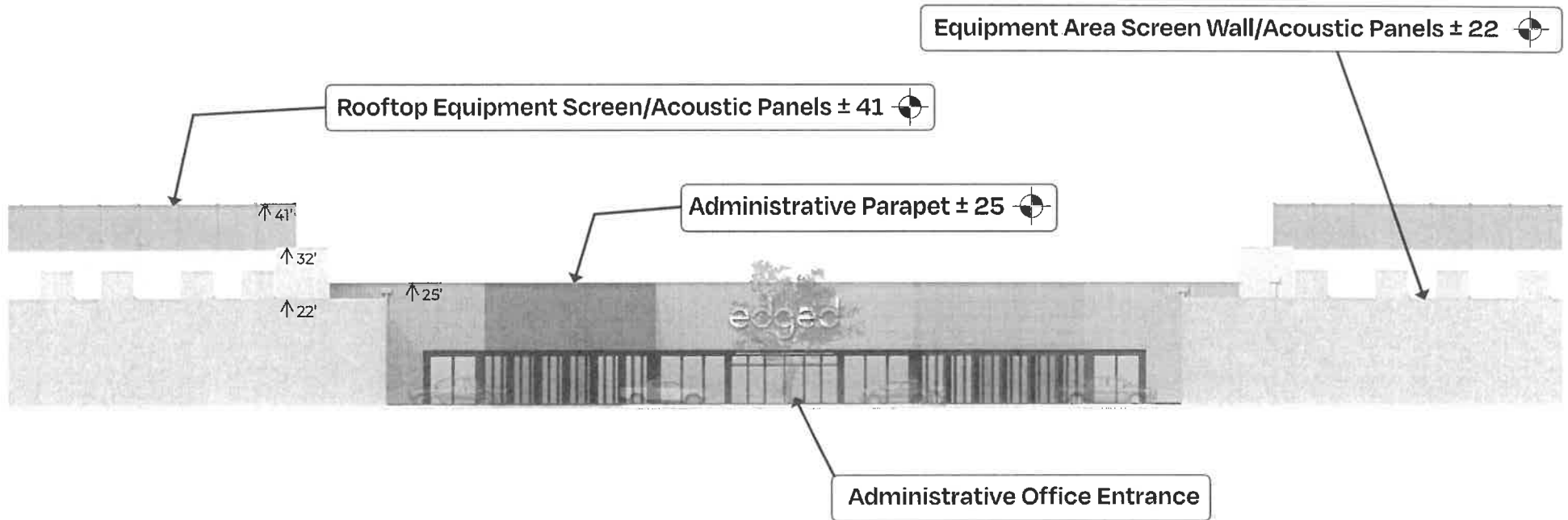


DEVELOPMENT PLAN
CHICAGOWEST BUSINESS CENTER
JJK 343, LLC.
DEKALB, ILLINOIS

**JACOB & HEFNER
ASSOCIATES**
1333 Butterfield Rd., Suite 100, Downers Grove, IL 60515
PHONE: (630) 652-4000, FAX: (630) 652-4601
www.jacobandhefner.com

1" = 300'
D460z
EXHIBIT A

EXHIBIT B



Preliminary Design Elevations and Renderings

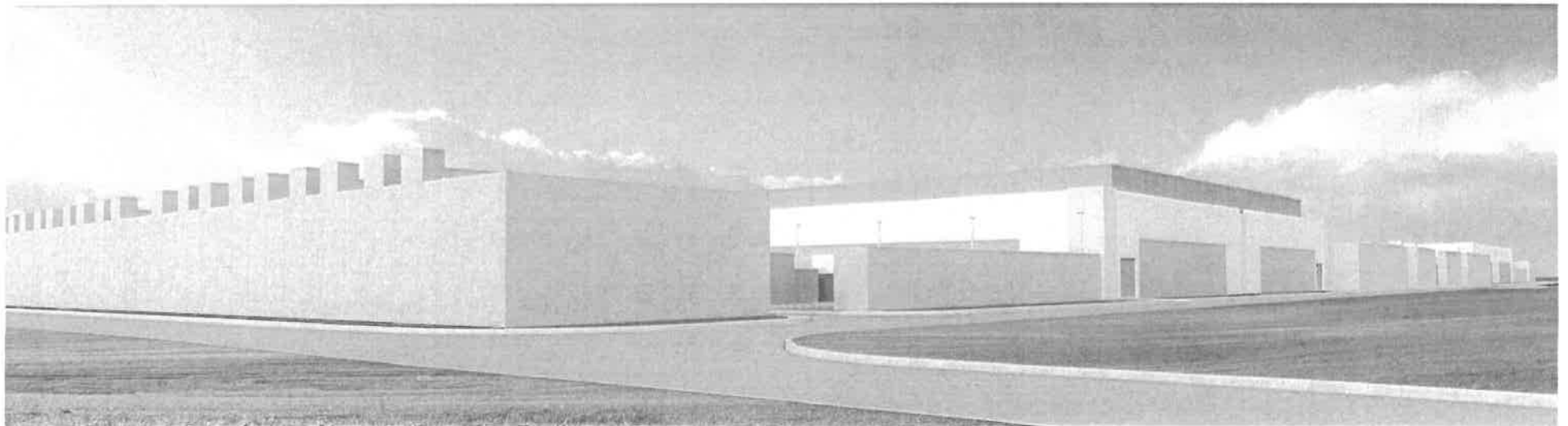
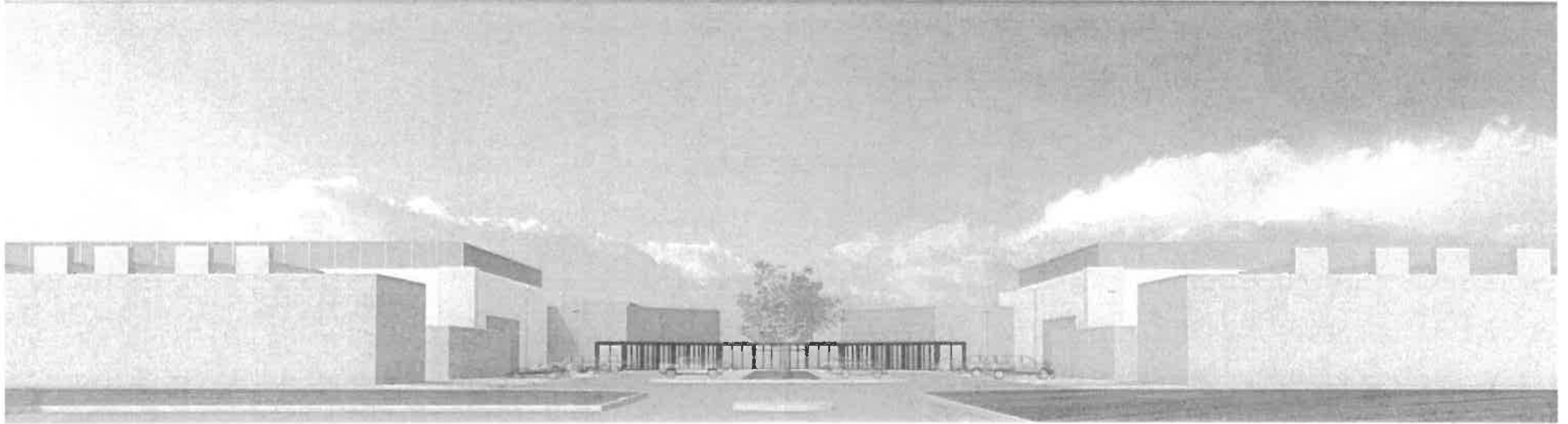


EXHIBIT C (Development Standards)

1. Construction of Additional Buildings and Improvements:

The Owner shall have the right, but not the obligation, to construct Additional Buildings and Improvements on the Property as part of the Planned Development, without further zoning review or approval by the corporate authorities of the City, if: (a) the Owner submits to the City Manager site plans, elevations, and landscape plans depicting the Additional Buildings and Improvements; and (b) the City Manager determines, in his reasonable judgment, that the Additional Buildings and Improvements depicted on such plans comply with the Development Standards set forth in this Exhibit C. The City Manager shall review any plans for any Additional Buildings and Improvements in good faith, diligently, and expeditiously, and the City Manager's determination whether any Additional Buildings and Improvements comply with the Development Standards and Development Plan shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding any other provision of the Development Standards and this Ordinance, the City Manager shall make such determination not later than 14 calendar days after receipt from the Owner of site plans, elevations, and landscape plans depicting Additional Buildings and Improvements. Any determination by the City Manager that any Additional Buildings and Improvements comply with the Development Standards and Development Plan shall be final.

2. Permitted Uses:

Data Center, electrical substations, and accessory uses.

3. Minimum Building Setbacks:

Rt. 23 – Data Center buildings 300'

Rt. 23 – Accessory buildings 150'

Rt. 23 – Guard house/security building 100'

Keslinger/Crego – Data Center building 100'

Keslinger/Crego – Accessory buildings 100'

Keslinger/Crego – Guard house/security building 100'

4. Minimum Parking Setbacks (except points of access and turnarounds):

Rt. 23 – Data Center 100'

Rt. 23 – Accessory buildings 100'

Keslinger/Crego – Data Center building 50'

Keslinger/Crego – Accessory buildings 50'

5. Maximum Site Coverage (area covered by buildings, paving):

None.

6. Maximum Building Height:

75'

7. Landscaping:

Per the Unified Development Ordinance in effect on the effective date of this Ordinance (the "UDO") and the City Manager's approval.

• Ordinance 2025-052

The City's UDO establishes standards for landscaping improvements for the Project. Considering the secured nature of the campus, the Owner and the City have agreed to reposition the required planting materials to areas that are more appropriate and emphasize the screening characteristics of the plant material. In no case will this reduce the amount of planting materials or ground coverage areas.

8. Lighting:

Per the UDO.

9. Parking:

Per the UDO. Parking formula (number of spaces required) shall be determined in consultation with Owner and City Staff based on Owner's needs and parking demand at a similar facility. The Company shall design, construct and provide sufficient parking to accommodate employees, visitors and service personnel.

10. Screen Walls, Parapet Walls, and Roofing Equipment Screens:

The Owner and the City acknowledge and agree that visual screening of exterior equipment shall be an important consideration to ensure high quality and attractive structures. To preserve the aesthetics and identity of the Project, it is agreed by the Owner and the City that best efforts will be utilized to obstruct the views from adjacent Public Street Right-of-Ways and existing residential properties from a ground elevation benchmark. This may be accomplished with Landscaped Berms, Prefabricated Screen and/or Acoustical Walls, Solid Security Fencing Products, Parapet Walls extended above the Roof Lines and/or Rooftop Equipment Screens as approved by the City Manager. These areas will not be restricted in height to help ensure compatibility with the adjacent building structures and to maintain appropriate massing for the neighboring areas.

The Owner and the City acknowledge and agree this type of visual obstruction is not required on adjacent Industrial Zoned Properties' Elevations or between existing campus structures.

11. Fencing:

Fencing shall be approved by the City Manager. The Owner and the City acknowledge that Fencing is a critical component to Data Centers' safety, security, and potentially acoustical treatments. It is also agreed that aesthetics are important to the development for those areas Fencing is visible from the adjacent Public Street Right-of-Way.

The maximum Fencing height to be allowed will be up to 8-foot-tall and shall not allow Barbed Wire or Razor Wire as part of the system. Fencing shall be an attractive Black Steel type picket style fencing for all areas that are in view from a Public Street Right-of-Way. The remaining fencing may be other forms of fencing such as Chain Link with a black painted or black vinyl finish. This includes building areas and electrical substations.

12. Signage:

To create a consistent identification, information and directional communication, the attached "CWBC – EXTERIOR SIGNAGE STANDARD" exhibit shall be approved and incorporated into these Development Standards. The Building Identification Signage shall be free standing and installed at primary driveway entrances and service driveway entrances for each building. All additional signage shall be per the UDO.

13. Conservation Area:

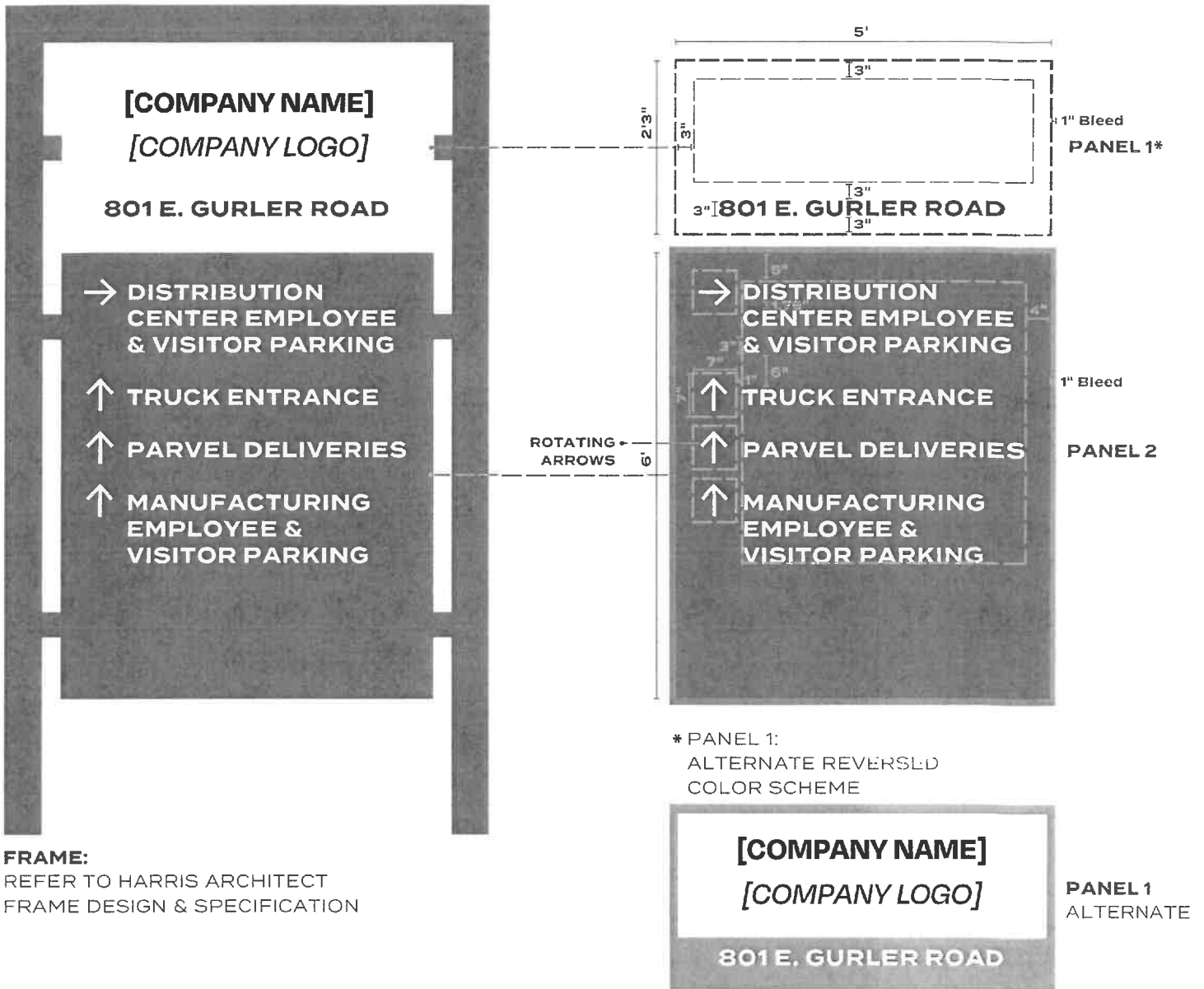
On the Building 4 site depicted on the Development Plan in Exhibit B in an area marked

Ordinance 2025-052

“Detention” and consisting of approximately 15 acres, bordering Gurler Road to the north and the Union Pacific right of way to the west, no permanent building structures will be permitted. The entire area shall be used for detention and conservation purposes. The provisions of this paragraph shall not be amended on any present or future plans.

CWBC – EXTERIOR SIGNAGE STANDARD EXHIBIT

CWBC - EXTERIOR SIGNAGE STANDARD



COLOR DETAILS

PANEL 1 BASE:

PANTONE (TBD BY CLIENT)
CMYK (TBD BY CLIENT)

PANEL 1 TYPE

PANTONE (TBD BY CLIENT)
CMYK (TBD BY CLIENT)

FRAME:

PANTONE 532C (80% TINT)
CMYK (73,65,52,35)

PANEL 2 BASE:

PANTONE 532C (80% TINT)
CMYK (73,65,52,35)

PANEL 2 TYPE:

WHITE: CMYK (0,0,0,0)

FONT DETAILS

TERMINA: BOLD

[HTTPS://FONTS.ADOBE.COM/FONTS/TERMINA](https://fonts.adobe.com/fonts/termina)

ALIGNMENT DETAILS

PANEL 1 TYPE:

CENTER ALIGNED

PANEL 2 TYPE:

LEFT ALIGNED



CHICAGOWEST
BUSINESS CENTER

TENANT SIGN

(SIZES ARE NOT EXACT TO SCALE)

**GROUP EXHIBIT D
(Plat of Subdivision)**



JACOB & HEFNER
ASSOCIATES

1333 Butterfield Road, Suite 300
Downers Grove, IL 60515
P 630-652-4600
F 630-652-4601

"KEEP IN FILE"

Plat Cabinet 11
Slide # 112-C

December 17, 2025 *2026000317*

To whom it may concern:

I, Timothy G. Wolfe, do hereby authorize Jake Ladzinski, with Jacob & Hefner Associates, to record the Chicagowest Business Center – Region II plat of subdivision.

1333 Butterfield Rd., Suite 300
Downers Grove, IL 60515



Sincerely,

Jacob & Hefner Associates, Inc.

Timothy G. Wolfe

Timothy G. Wolfe, P.L.S.

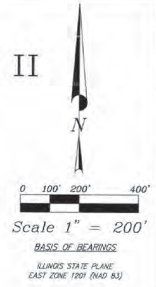
PARCEL INDEX NUMBER: 11-03-200-056
 PARCEL INDEX NUMBER: 11-03-200-064
 PARCEL INDEX NUMBER: 11-03-200-007
 PARCEL INDEX NUMBER: 11-03-400-011
 PARCEL INDEX NUMBER: 11-03-400-015

FINAL PLAT OF SUBDIVISION
 OF

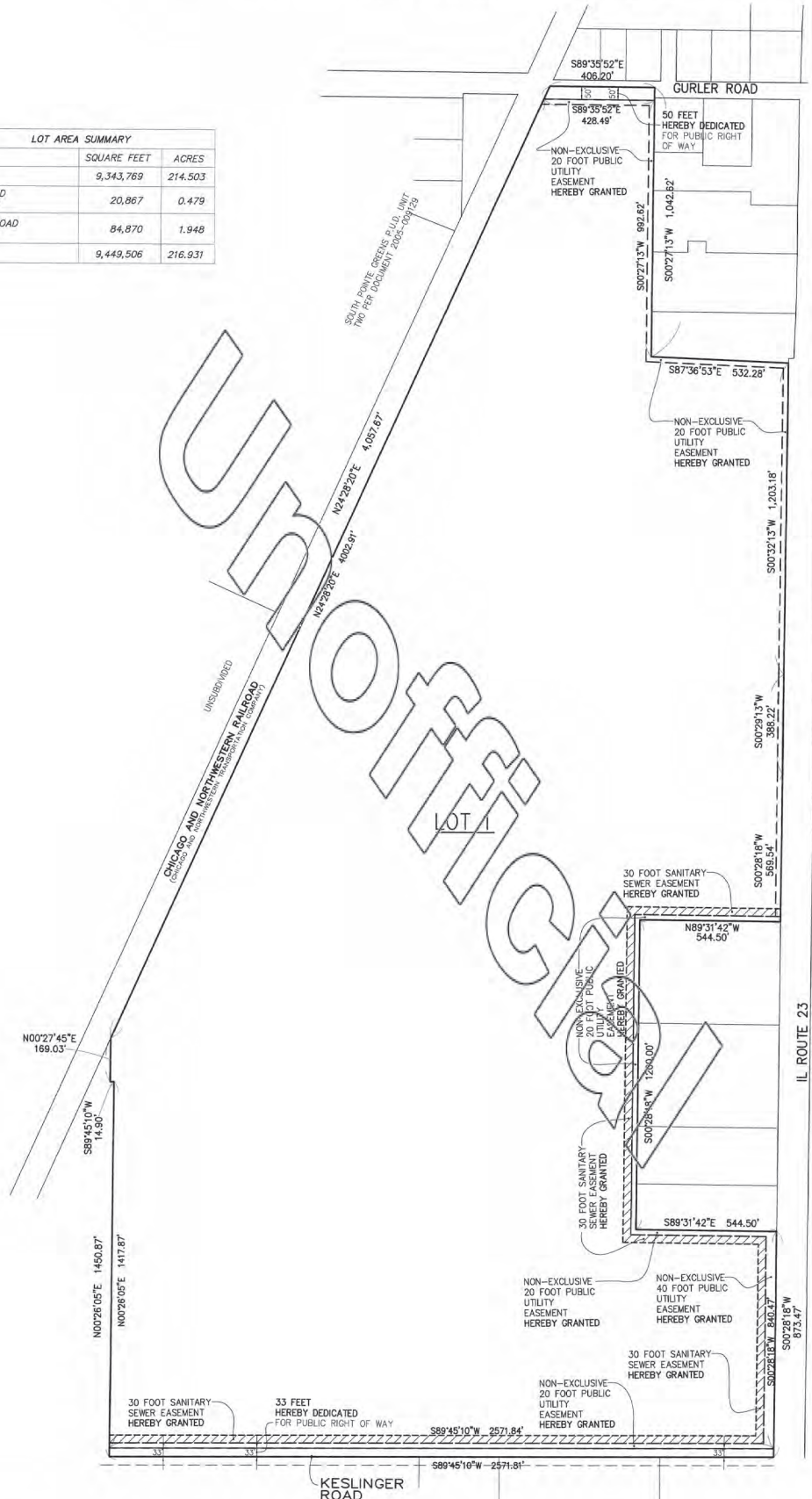
CHICAGOWEST BUSINESS CENTER — REGION II

PART OF THE EAST HALF OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 4 EAST
 OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS

LOT AREA SUMMARY		
	SQUARE FEET	ACRES
LOT 1	9,343,769	214.503
GURLER ROAD PUBLIC ROW	20,867	0.479
KESLINGER ROAD PUBLIC ROW	84,870	1.948
TOTAL	9,449,506	216.931



LOT 1 — DEKALB SUBDIVISION — PHASE 2
 PER DOCUMENT 2021-101814



Survey No.:	D460z
Ordered By:	JHK 343, LLC
Description:	PLAT OF SUBDIVISION
Date Prepared:	NOVEMBER 10, 2025
Scale:	1" = 200'
Field Work:	NOV 2025
Prepared By:	TOR

202500317

SHEET 2 OF 4

11/12-C

PREPARED BY/RETURN TO:



JACOB & HEFNER
 ASSOCIATES
 1333 Butterfield Road, Suite 300, Downers Grove, IL 60115
 PHONE: (630) 552-6888, FAX: (630) 653-6440
 www.jacobandhefner.com
 Illinois Professional Design Firm
 License No. 184-003973 Exp. 4/30/27

PARCEL INDEX NUMBER: 11-03-200-056
 PARCEL INDEX NUMBER: 11-03-200-054
 PARCEL INDEX NUMBER: 11-03-200-057
 PARCEL INDEX NUMBER: 11-03-400-011
 PARCEL INDEX NUMBER: 11-03-400-013

FINAL PLAT OF SUBDIVISION OF

CHICAGOWEST BUSINESS CENTER — REGION II

PART OF THE EAST HALF OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 4 EAST
 OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS

2026000317

TASHA SIMS
 RECORDER - DEKALB COUNTY, IL
 RECORDED: 1/13/2026 03:00 PM
 REC FEE: \$9.00 RISSPS FEE: \$8.00
 PAGES: 5

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 22 day of DECEMBER, 2025.

By: Jodi Laskowski
Jodi Laskowski
 City Engineer
 (PLEASE SIGN & PRINT)



CERTIFICATE OF COUNTY CLERK

STATE OF ILLINOIS }
 COUNTY OF DEKALB } SS

I, Tasha Sims, as County Clerk of DeKalb County, Illinois, do

herby 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: Shawnee, Illinois.

This 13 day of JANUARY, 2026.

By: Tasha Sims Tasha Sims
 DeKalb County Clerk
 (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, Ord 2025-050

on this 24 day of DECEMBER, 2025.

By: Cohen Barnes Attest: Ruth A. Scott
Cohen Barnes Ruth A. Scott
 Mayor Executive Assistant
 (PLEASE SIGN & PRINT) (PLEASE SIGN & PRINT)



COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS } PLAT CABINET 11
 COUNTY OF DEKALB } SS SLIDE NO. 112-C

This instrument number 2026000317

was filed for the record in the Recorder's Office of DeKalb County, Illinois

This 13th day of JANUARY, 2026

at 3:08 o'clock Pm

Tasha Sims
 DeKalb County Recorder
 (PLEASE SIGN & PRINT)
Tasha Sims



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 1st day of DECEMBER, 2025.

By: Max Maxwell
Max Maxwell
 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 5th day of JANUARY, 2026.

By: Dennis J. Gilins Attest: Mark Edmiston
Dennis J. Gilins Mark Edmiston
 President
 (PLEASE SIGN & PRINT) (PLEASE SIGN & PRINT)



I.D.O.T. CERTIFICATE

This plat has been approved by the Illinois Department of Transportation with respect to roadway access pursuant to Chapter 15-1.10 of the Act to revise the law in relation to to 765 ILCS 205/2 as amended. A plan that meets the requirements contained in the Department's "Policy on Permits for Access Driveways to State Highways" will be required by the Department.

By: Trisha Thompson Date 01/12/2026
 Trisha Thompson
 Region Two Engineer

Survey No.	D460z
Ordered By:	JJK 343, LLC
Description:	PLAT OF SUBDIVISION
Date Prepared:	NOVEMBER 10, 2025
Scale:	1" = 200'
Field Work:	4/10/20
Prepared By:	TJP

2026000317

SHEET 4 OF 4

11/112-C

PREPARED BY/RETURN TO:



JACOB & HEFNER
 ASSOCIATES
 1333 Butterfield Road, Suite 300, Downers Grove, IL 60515
 PHONE: (630) 682-4600, FAX: (630) 682-4601
 www.jacobandhefner.com
 Illinois Professional Design Firm
 License No. 110-003073 Exp. 4/30/27



JACOB & HEFNER
ASSOCIATES

Exhibit D to Ord 2025-050

1333 Butterfield Road, Suite 300
Downers Grove, IL 60515
P 630-652-4600
F 630-652-4601

"KEEP IN FILE"

Plot Cabinet 11
Slide # 112-D

December 17, 2025

2026000318

To whom it may concern:

I, Timothy G. Wolfe, do hereby authorize Jake Ladzinski, with Jacob & Hefner Associates, to record the Chicagowest Business Center – Region III plat of subdivision.

1333 Butterfield Rd., Suite 300
Downers Grove, IL 60515

Sincerely,

Jacob & Hefner Associates, Inc.

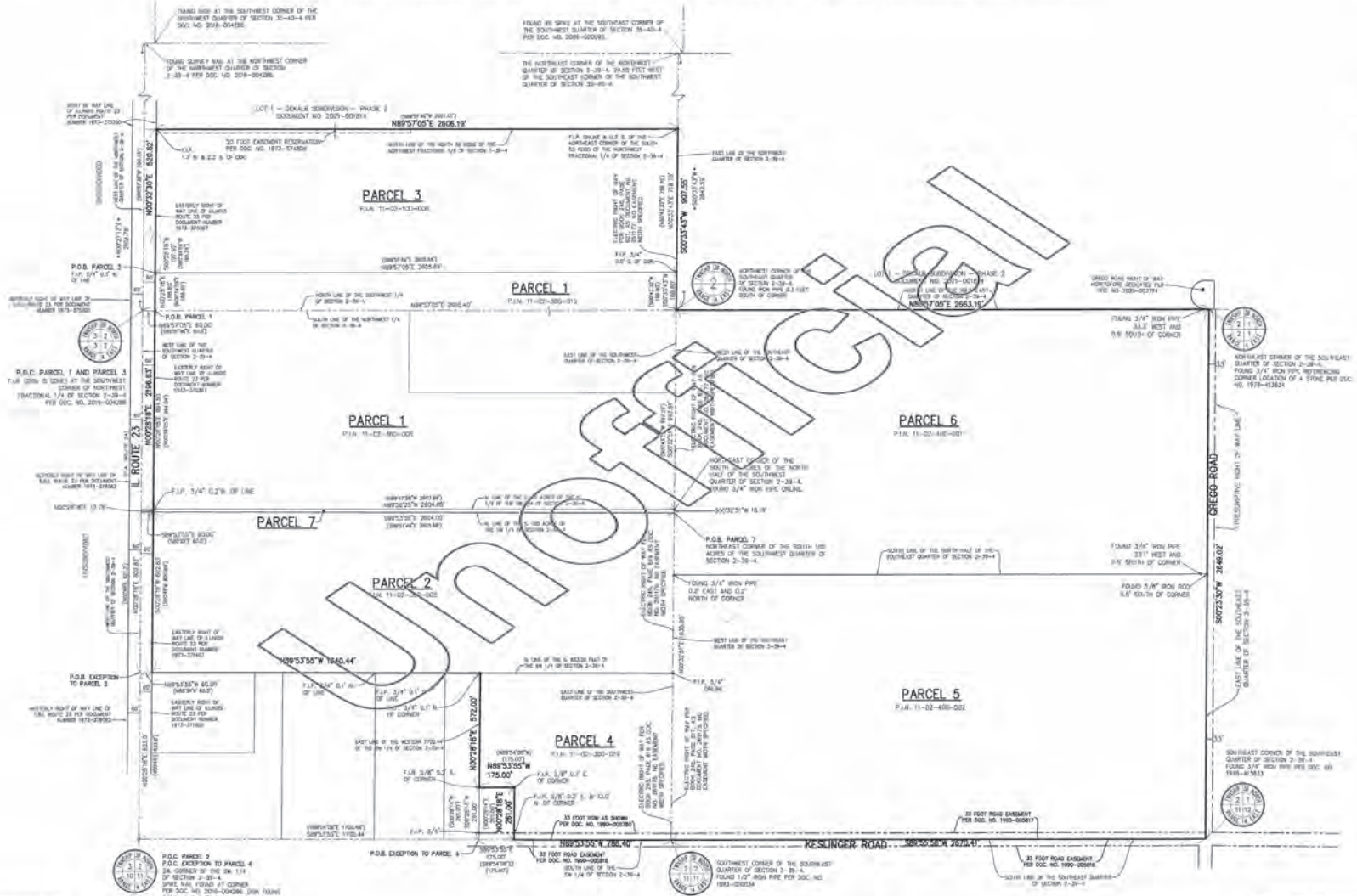


Timothy G. Wolfe

Timothy G. Wolfe, P.L.S.

PARCEL INDEX NUMBER: 11-02-100-006
 PARCEL INDEX NUMBER: 11-02-300-015
 PARCEL INDEX NUMBER: 11-02-300-006
 PARCEL INDEX NUMBER: 11-02-300-002
 PARCEL INDEX NUMBER: 11-02-300-019
 PARCEL INDEX NUMBER: 11-02-100-001
 PARCEL INDEX NUMBER: 11-02-400-002

FINAL PLAT OF SUBDIVISION
 OF
CHICAGOWEST BUSINESS CENTER — REGION III
 PART OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS



PREPARED BY/RETURN TO:
**JACOB & HEFNER
 ASSOCIATES**
 1341 BROADWAY ROAD, SUITE 100, CHICAGO, ILL. 60601
 PHONE: (312) 444-4444 FAX: (312) 444-4444
 www.jacobandhefner.com

Revised Professional Design Firm
 License No. 04-00000000000000000000000000000000

2026000318

11/112-D

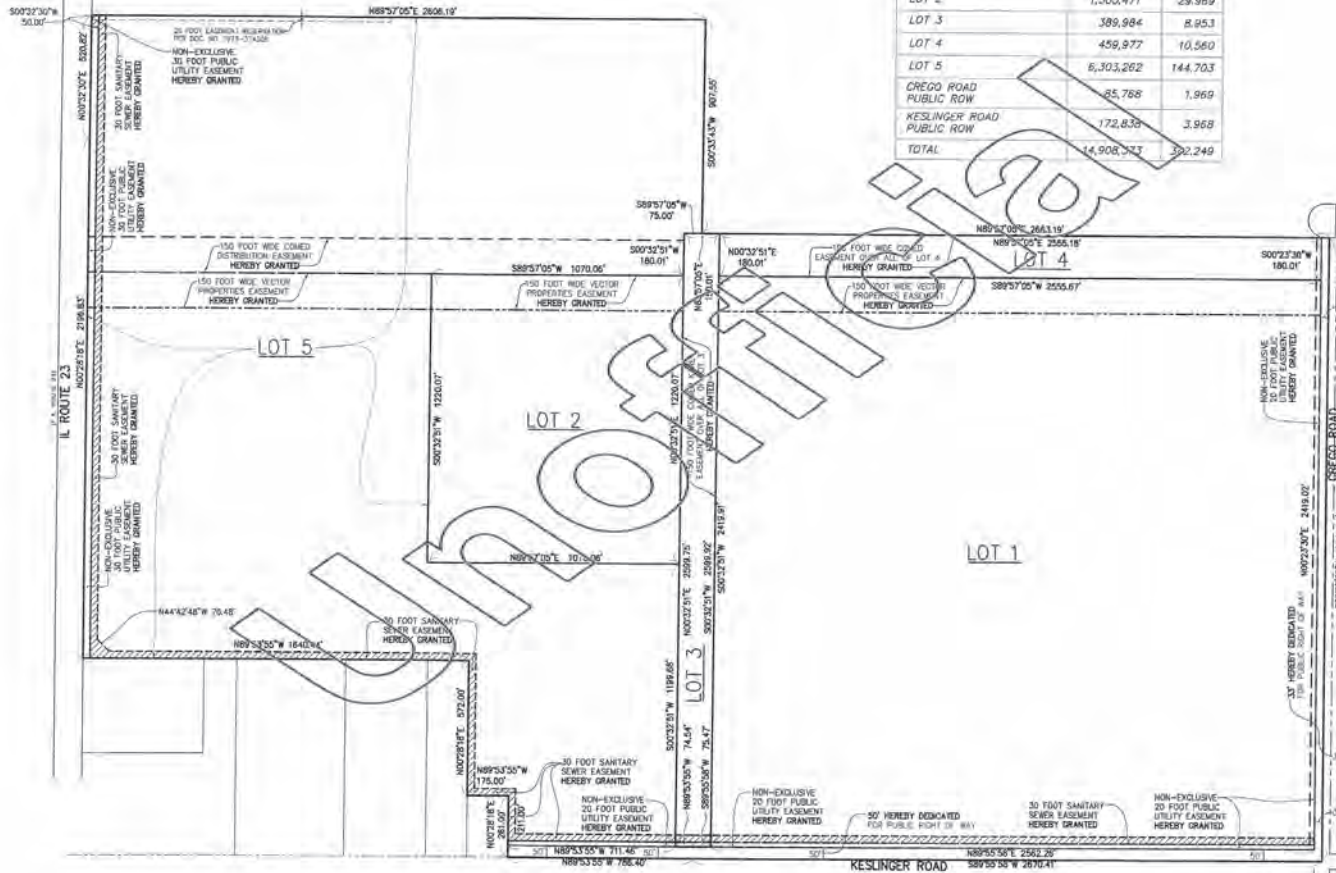
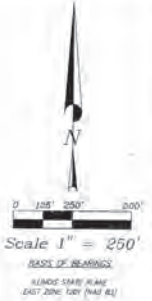
SHEET 1 OF 5

Survey No.:	D460a
Ordered By:	JAN 343, LLC
Description:	PLAT OF SUBDIVISION
Date Prepared:	NOVEMBER 10, 2025
Scale:	1" = 250'
Final Work:	MR/JS
Prepared By:	JS

FINAL PLAT OF SUBDIVISION
OF
CHICAGOWEST BUSINESS CENTER — REGION III
PART OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS

PARCEL INDEX NUMBER: 11-02-100-006
PARCEL INDEX NUMBER: 11-02-300-015
PARCEL INDEX NUMBER: 11-02-303-006
PARCEL INDEX NUMBER: 11-02-303-002
PARCEL INDEX NUMBER: 11-02-303-019
PARCEL INDEX NUMBER: 11-02-400-001
PARCEL INDEX NUMBER: 11-02-400-002

LOT AREA SUMMARY		
	SQUARE FEET	ACRES
LOT 1	6,191,073	142.127
LOT 2	1,305,471	29.969
LOT 3	389,984	8.953
LOT 4	459,977	10.560
LOT 5	6,303,262	144.703
CREGG ROAD PUBLIC ROW	85,768	1.969
KESLINGER ROAD PUBLIC ROW	172,838	3.969
TOTAL	14,908,383	342.249



JACOB & HEFNER ASSOCIATES
1111 Broadway Blvd, Suite 100, Decatur, Illinois 62521
PHONE: (312) 453-0000 FAX: (312) 453-0001
www.jacobandhefner.com
Illinois Professional Engineer License No. 049-089073 Exp. 03/2027

2024000 318

11/112-D

SHEET 2 OF 5

Survey No.	D460x
Ordered By:	AKS, LLC
Description:	PLAT OF SUBDIVISION
Date Prepared:	NOVEMBER 10, 2025
Scale:	1" = 250'
Drawn By:	AKS, LLC
Checked By:	AKS, LLC

PARCEL INDEX NUMBER: 11-02-100-006
 PARCEL INDEX NUMBER: 11-02-300-016
 PARCEL INDEX NUMBER: 11-02-300-006
 PARCEL INDEX NUMBER: 11-02-300-002
 PARCEL INDEX NUMBER: 11-02-300-019
 PARCEL INDEX NUMBER: 11-02-400-001
 PARCEL INDEX NUMBER: 11-02-400-002

FINAL PLAT OF SUBDIVISION OF CHICAGOWEST BUSINESS CENTER — REGION III PART OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS

CERTIFICATE OF OWNER AS TO PARCELS 1, 2, 4, 5, 6 AND 7

STATE OF Illinois)
 COUNTY OF DeKalb) SS

This is to certify that JAK 343, LLC, an Illinois limited liability company is the owner of Parcels 1, 2, 4, 5, 6 and 7 of the property described herein and has caused the same to be surveyed, subdivided, platted, and recorded as indicated therein, for the uses and purposes therein set forth, and does hereby acknowledge and adopt the same under the title and date therein indicated.

this 16 day of December, 2025.



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
 501 S. 4th Street
 DeKalb, Illinois 60115

JAK 343, LLC, an Illinois limited liability company

By: [Signature]
 Name: Jerry R. Krusinski
 Title: Manager

Dweller Address:
 JAK 343, LLC, an Illinois limited liability company
 2107 Swift Drive
 Oak Brook, IL 60123

CERTIFICATE OF NOTARY

STATE OF Illinois)
 COUNTY OF DeKalb) SS
 I, Angie Mojica, a Notary Public in and for said County,

do hereby certify that Jerry R. Krusinski, 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 as a person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and on the free and voluntary act of said entity, for the uses and purposes therein set forth.

Given under my hand and notarial seal

This 16 day of December, 2025.

[Signature]
 Notary Public



SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
 COUNTY OF DEKALB) SS

I, THOMAS G. WOLFE, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-103353, DO HEREBY CERTIFY THAT AT THE REQUEST OF THE OWNERS THEREOF, HAVE SURVEYED AND SUBDIVIDED INTO FIVE LOTS AND DEDICATED RIGHTS-OF-WAY THE PERSON DESCRIBED LAND:

PARCEL 1:

THAT PART OF THE SOUTH 33 RODS (527.3 FEET) OF THE NORTHWEST QUARTER SECTION 2, TOWNSHIP 39 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE SOUTH 89 DEGREES 51 MINUTES 48 SECONDS EAST 60.0 FEET TO THE EASTERN RIGHT-OF-WAY LINE OF FEDERAL AID ROUTE 24 FOR A POINT OF BEGINNING; THENCE NORTH 00 DEGREES 14 MINUTES 58 SECONDS EAST ALONG SAID EASTERN RIGHT-OF-WAY LINE 184.00 FEET; THENCE SOUTH 89 DEGREES 51 MINUTES 48 SECONDS EAST; PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 2605.68 FEET TO THE EAST LINE OF THE NORTHWEST 1/4; THENCE SOUTH 00 DEGREES 14 MINUTES 58 SECONDS WEST ALONG THE EAST LINE OF SAID NORTHWEST 1/4 178.60 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4; THENCE SOUTH 00 DEGREES 14 MINUTES 58 SECONDS WEST, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 987.29 FEET TO THE NORTHEAST CORNER OF THE SOUTH 20 ACRES OF THE NORTH 1/2 OF THE SOUTHWEST 1/4; THENCE NORTH 89 DEGREES 47 MINUTES 38 SECONDS WEST, ALONG THE NORTH LINE OF SAID SOUTH 20 ACRES OF SAID NORTH 1/2 OF THE SOUTHWEST 1/4 2603.89 FEET TO THE EASTERN RIGHT-OF-WAY LINE OF FEDERAL ROUTE 24; THENCE NORTH 00 DEGREES 39 MINUTES 05 SECONDS EAST, ALONG SAID EASTERN RIGHT-OF-WAY LINE, 984.04 FEET TO THE POINT OF BEGINNING, ALL IN AFTEN TOWNSHIP, DEKALB COUNTY, ILLINOIS.

PARCEL 2:

THE SOUTH 100 ACRES OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 83.3 FEET THEREOF; ALSO EXCEPT THAT PART OF THE SOUTH 100 ACRES OF THE SOUTHWEST 1/4 OF SECTION 2 AFORESAID, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 2, THENCE NORTH 00 DEGREES 48 MINUTES EAST ALONG THE WEST LINE OF SAID SECTION 2 (THE BEARING FOR THE SAID WEST LINE OF SAID SECTION 2 BEING CONTINUING NORTH 00 DEGREES 48 MINUTES EAST ALONG THE WEST LINE OF SAID SECTION 2, THENCE NORTH 00 DEGREES 48 MINUTES WEST (PARALLEL TO THE NORTH LINE OF THE SOUTH 100 ACRES OF THE SOUTHWEST 1/4 OF SAID SECTION 2, THENCE SOUTH 89 DEGREES 22 MINUTES EAST FOR A DISTANCE OF 60.0 FEET TO A POINT, WHICH POINT IS 60.0 FEET WEST OF THE EASTERN RIGHT-OF-WAY LINE OF FEDERAL AID ROUTE 24; THENCE SOUTH 00 DEGREES 48 MINUTES WEST (PARALLEL TO THE SAID EASTERN RIGHT-OF-WAY LINE, 60.0 FEET TO A POINT, WHICH POINT IS 60.0 FEET WEST OF THE WEST LINE OF SAID SECTION 2 AND THE POINT OF BEGINNING, ALL IN AFTEN TOWNSHIP, DEKALB COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE SOUTH 33 RODS (527.3 FEET) OF THE NORTHWEST QUARTER SECTION 2, TOWNSHIP 39 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 89 DEGREES 51 MINUTES 48 SECONDS EAST 60.0 FEET TO THE EASTERN RIGHT-OF-WAY LINE OF FEDERAL AID ROUTE 24; THENCE NORTH 00 DEGREES 34 MINUTES 58 SECONDS EAST, ALONG THE SAID EASTERN RIGHT-OF-WAY LINE, 188.80 FEET TO A POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 51 MINUTES 48 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER 2605.68 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTH 00 DEGREES 45 MINUTES EAST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER 718.20 FEET TO THE NORTHEAST CORNER OF THE SOUTH 33 RODS OF SAID NORTHWEST QUARTER; THENCE NORTH 89 DEGREES 51 MINUTES 48 SECONDS WEST, ALONG THE NORTH LINE OF THE SOUTH 33 RODS OF SAID NORTHWEST QUARTER 2607.01 FEET TO THE EASTERN RIGHT-OF-WAY LINE OF SAID FEDERAL AID ROUTE 24; THENCE SOUTH 00 DEGREES 37 MINUTES 38 SECONDS WEST, ALONG SAID EASTERN RIGHT-OF-WAY LINE, 178.60 FEET TO A POINT; THENCE SOUTH 00 DEGREES 34 MINUTES WEST, ALONG SAID EASTERN RIGHT-OF-WAY LINE, 198.24 FEET TO THE POINT OF BEGINNING, ALL IN AFTEN TOWNSHIP, DEKALB COUNTY, ILLINOIS.

PARCEL 4:

THE SOUTH 83.3 FEET (MEASURED ALONG THE WEST LINE) EXCEPT THE WEST 1,700.44 FEET (MEASURED ALONG THE SOUTH LINE) OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DEKALB COUNTY, ILLINOIS.

EXCEPTING THEREFROM THE FOLLOWING PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 2, THENCE SOUTH 89 DEGREES 54 MINUTES 08 SECONDS EAST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 1,000.48 FEET TO THE POINT OF BEGINNING OF THE HEREAFTER DESCRIBED TRACT OF LAND; THENCE CONTINUING SOUTH 89 DEGREES 54 MINUTES 08 SECONDS EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 175.00 FEET; THENCE NORTH 00 DEGREES 26 MINUTES 14 SECONDS EAST, A DISTANCE OF 581.00 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 08 SECONDS WEST, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 178.60 FEET; THENCE SOUTH 00 DEGREES 26 MINUTES 14 SECONDS WEST, A DISTANCE OF 284.00 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

THE SOUTH HALF OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING IN AFTEN TOWNSHIP, IN THE COUNTY OF DEKALB AND STATE OF ILLINOIS.

PARCEL 6:

THE NORTH HALF OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN AFTEN TOWNSHIP, DEKALB COUNTY, ILLINOIS.

PARCEL 7:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER SECTION; THENCE NORTH 00 DEGREES 51 SECONDS EAST (BASIS OF BEARINGS — ILLINOIS STATE PLANE COORDINATES — EAST ZONE (NAD83)) ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER SECTION 1635.85 FEET TO THE NORTHEAST CORNER OF THE SOUTH 100 ACRES OF SAID SOUTHWEST QUARTER SECTION AND TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 53 MINUTES 55 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTH 100 ACRES OF SAID SOUTHWEST QUARTER SECTION 1634.00 FEET TO THE EASTERN RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 31 PER DOCUMENT 1813-174037; THENCE NORTH 00 DEGREES 28 MINUTES 18 SECONDS EAST ALONG SAID EASTERN RIGHT-OF-WAY LINE 12.78 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 20 ACRES OF THE NORTH HALF OF SAID SOUTHWEST QUARTER SECTION; THENCE SOUTH 89 DEGREES 58 MINUTES 25 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTH 20 ACRES OF THE NORTH HALF OF SAID SOUTHWEST QUARTER SECTION 2004.00 FEET TO THE NORTHEAST CORNER OF THE SOUTH 20 ACRES OF THE NORTH HALF OF SAID SOUTHWEST QUARTER SECTION; THENCE SOUTH 00 DEGREES 22 MINUTES 32 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER SECTION 1619 FEET TO THE POINT OF BEGINNING, CONTAINING 31,712 SQUARE FEET, OR 0.726 ACRES, MORE OR LESS, ALL 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 SCALE INTERPRETATION OF THE FEDERAL EMPLOYMENT MANAGEMENT ACTIVITY RISK INSURANCE RATE MAPS FOR DEKALB COUNTY, ILLINOIS, AND INCORPORATED AREAS, HAVING MAP NUMBER 170370202442, WITH AN EFFECTIVE DATE OF JANUARY 21, 2000, AND A MAP REVISED DATE OF JANUARY 2, 2008, AND ALSO HAVING MAP NUMBER 170370202776, WITH AN EFFECTIVE DATE OF SEPTEMBER 21, 2000, AND A MAP REVISED DATE OF JANUARY 2, 2008, THIS SITE APPEARS TO BE LOCATED IN ZONE "C" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).

GIVEN UNDER MY HAND AND SEAL THIS 16th DAY OF NOVEMBER IN THE YEAR 2025.

[Signature]
 Thomas G. Wolfe

THOMAS G. WOLFE
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-103353
 JACOB & HEFNER ASSOCIATES
 MY LICENSE EXPIRES NOVEMBER 30, 2029



SHEET 3 OF 5

PREPARED BY/RETURN TO:

JACOB & HEFNER ASSOCIATES
 1143 Southview Road, Suite 100, Deerfield, IL 60015
 PHONE: (847) 452-4000, FAX: (847) 452-4004
 www.jacobandhefner.com
 Illinois Professional Design Firm
 License No. 006-004073 Exp. 12/31/27

2026000318

Survey No.	D460x
Ordered By:	JAK 343, LLC
Description:	PLAT OF SUBDIVISION
Date Prepared:	NOVEMBER 19, 2025
Scale:	1" = 250'
Drawn By:	JBH
Checked By:	JBH

PARCEL INDEX NUMBER: 11-02-100-006
 PARCEL INDEX NUMBER: 11-02-300-015
 PARCEL INDEX NUMBER: 11-02-300-006
 PARCEL INDEX NUMBER: 11-02-300-002
 PARCEL INDEX NUMBER: 11-02-300-019
 PARCEL INDEX NUMBER: 11-02-400-001
 PARCEL INDEX NUMBER: 11-02-400-002

FINAL PLAT OF SUBDIVISION
 OF
CHICAGOWEST BUSINESS CENTER — REGION III
 PART OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS

CERTIFICATE OF OWNER AS TO PARCEL 3 (P.I.N. 11-02-100-006)

STATE OF IL)
 COUNTY OF COOK) SS

This is to certify that Chicago Title Land Trust Company, as Successor Trustee to Castle Bank N.A. as Trustee under Trust Agreement dated March 9, 2009 and known as Trust Number 2707, an Illinois Trust is the owner of Parcel 3 (P.I.N. 11-02-100-006) of the property described herein and has caused the same to be surveyed, subdivided, platted, 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 18th day of December, 2025.

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

Chicago Title Land Trust Company, as Successor Trustee to Castle Bank N.A. as Trustee under Trust Agreement dated March 9, 2009 and known as Trust Number 2707, an Illinois Trust.

By: [Signature]
 Name: Gregory Kasprzak
 Title: Trust Officer



Owner Address:
 Chicago Title Land Trust Company, as Successor Trustee to Castle Bank N.A. as Trustee under Trust Agreement dated March 9, 2009 and known as Trust Number 2707
 35 W. Wacker Drive
 11th Floor
 Chicago, IL 60601

CERTIFICATE OF NOTARY

STATE OF IL)
 COUNTY OF COOK) SS

I, Maura Marnix, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Gregory Kasprzak

the Trust Officer of Chicago Title Land Trust Company, was duly authorized to execute the foregoing instrument for and in the name and behalf of said Chicago Title Land Trust Company, as Successor Trustee to Castle Bank N.A. as Trustee under Trust Agreement dated March 9, 2009 and known as Trust Number 2707, 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 18th day of December, 2025.

[Signature] 12-28-27
 (Notary Public) (My Commission Expires)

PREPARED BY/RETURN TO:



JACOB & HEFNER
 ASSOCIATES
 (A) 300 North LaSalle, Suite 300, Downtown Chicago, IL 60601
 PHONE: (312) 462-4000, FAX: (312) 462-4001
 www.jacobandhefner.com
 Illinois Professional Design Firm
 License No. 000-00000000-00000000

2026000318

11/112-D

SHEET 4 OF 5

Survey No.:	D460x
Ordered By:	JLK 343, LLC
Description:	PLAT OF SUBDIVISION
Date Prepared:	NOVEMBER 10, 2025
Scale:	1" = 250'
Plat Book:	8678
Traverse:	124

PARCEL INDEX NUMBER: 11-02-100-006
 PARCEL INDEX NUMBER: 11-02-300-015
 PARCEL INDEX NUMBER: 11-02-300-006
 PARCEL INDEX NUMBER: 11-02-300-002
 PARCEL INDEX NUMBER: 11-02-300-019
 PARCEL INDEX NUMBER: 11-02-400-001
 PARCEL INDEX NUMBER: 11-02-400-002

FINAL PLAT OF SUBDIVISION
 OF
CHICAGOWEST BUSINESS CENTER — REGION III
 PART OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS

2026000318

TASHA SIMS
 RECORDER - DEKALB COUNTY, IL
 REC'D: 11/13/2025 4:08 PM
 REC. FEE: \$9.00 INDEX FEE: \$1.00
 PAGES: 6

"KEEP IN FILE"

Plat Cabinet 11
 Slide # 112-D

CERTIFICATE OF CITY ENGINEER

STATE OF ILLINOIS }
 COUNTY OF DEKALB } SS

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

Approved this 11 day of December, 2025.

By: John Lawrence
 City Engineer
 (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 Decatur, DeKalb County, Illinois.

on this 11th day of December, 2025.

By: Mary Maxwell
 Chairman of the Plan Commission
 (PLEASE SIGN & PRINT)



CERTIFICATE OF COUNTY CLERK

STATE OF ILLINOIS }
 COUNTY OF DEKALB } SS

I, Tasha Sims, 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: SYCAMORE, Illinois.

This 13 day of January, 2026.

By: Tasha Sims
 DeKalb County Clerk
 (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 Decatur, DeKalb County, Illinois.

on this 8th day of December, 2025.

By: Cohen Barnes Mayor
Ruth A. Scott Executive Assistant
 (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 5th day of January, 2026.

By: Dennis J. Galt President
Mark Edmiston
 (PLEASE SIGN & PRINT)



COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS }
 COUNTY OF DEKALB } SS

PLAT CABINET 11
 SLIDE NO. 112-D

This instrument number 2026000318

was filed for record in the Recorder's Office of DeKalb County, Illinois.

This 13th day of January, 2026
 at 5:08 o'clock p.m.

By: Tasha Sims
 DeKalb County Recorder
 (PLEASE SIGN & PRINT)



I.D.O.T. CERTIFICATE

This plat has been approved by the Illinois Department of Transportation with respect to roadway access pursuant to 35 ILCS 205/2. A plat that meets the requirements contained in the Department's "Policy on Permits for Access Driveways to State Highways" will be required by the Department.

By: Tasha Thompson
 Region Two Engineer

Date: 11/12/2025

PUBLIC UTILITY EASEMENT PROVISIONS

A NON-EXCLUSIVE 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. THESE EASEMENTS FROM THE CITY OF DEKALB (COLLECTEDLY THE "GRANTEES"), INCLUDING BUT NOT LIMITED TO METRO, COMCAST, INCO, COMMONWEALTH ENERGY COMPANY, AND TO THEIR SUCCESSORS AND ASSIGNS, IN, ON, UPON, ACROSS, OVER, UNDER AND THROUGH THE AREAS SHOWN BY DASHED LINES AND LABELED THEREIN 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, RENEW, ALTER, ENLARGE, REMOVE, REPAIR, CLEAN AND MAINTAIN VARIOUS UTILITY AND SIMILAR TRANSMISSION, RECEIVING AND DISTRIBUTION SYSTEMS INCLUDING BUT NOT LIMITED TO CABLES, LINES, TRANSDUCERS, 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 ACCESSORIES 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, FENCES, OR TREES SHALL BE PLACED ON SUCH EASEMENT AREAS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, DRIVEWAYS, CURBING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE FORESAID USES AND RIGHTS. WHERE AN EASEMENT IS USED FOR PERMANENT UTILITY, 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 OF LAND DISTURBED BY ANY GRANTEE WORK TO THE CONDITION EXISTING PRIOR TO SUCH WORK. THE GRANTEES' RIGHT OF ACCESS OVER THE BALANCE OF THE PROPERTY IN ORDER TO EXERCISE EASEMENT RIGHTS IS A "REASONABLE" RIGHT OF ACCESS.

KISHWAKEE WATER RECLAMATION DISTRICT EASEMENT PROVISIONS

THE OWNERS OF LOT 1, (OF 5) AND LOT 5 ("GRANTOR") DO HEREBY CONVEY AND GRANT TO KISHWAKEE WATER RECLAMATION DISTRICT ("GRANTEE"), A PERMANENT EXCLUSIVE EASEMENT (THE "EASEMENT") WITHIN THOSE AREAS DESIGNATED AS "SANITARY SEWER EASEMENT" OR "S.S." ON THE PLAT ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE AND AS LEGALLY DESCRIBED (THE "EASEMENT"). THE EASEMENT IS GRANTED TO INSTALL, CONSTRUCT, REPAIR, REPLACE, RENEW, OPERATE, MAINTAIN, AND RECONSTRUCT SANITARY SEWERS AND THEIR APPURTENANCES TO SERVE THE PROPERTY DESCRIBED HEREON IN DEKALB, ILLINOIS (THE "PROPERTY"). THE RIGHT IS ALSO GRANTED TO THE KISHWAKEE WATER RECLAMATION DISTRICT TO CUT, TRIM OR REMOVE TREES, BUSHES, FENCES, AND SIGNS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GRANTED.

THE GRANTOR AGREES THAT NO PERMANENT BUILDINGS, TREES, OR FENCES SHALL BE PLACED WITHIN THE PREMISES, BUT SAID AREA MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, PARKING AREAS, DRIVEWAYS, PAVED AREAS, CURBING, CURB CUTS, TRAFFIC CONTROL, IMPROVEMENTS, SIGNAGE, AND RELATED IMPROVEMENTS AND INSTALLATION, OPERATION AND MAINTENANCE OF UNDERGROUND UTILITIES CROSSING THE EASEMENT AREA (COLLECTIVELY, THE "IMPROVEMENTS"), AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE FORESAID USES OR RIGHTS HEREIN.

ANY WORK AUTHORIZED UNDER THE EASEMENT SHALL BE PERFORMED BY THE GRANTEE CAREFULLY SO AS TO CAUSE AS LITTLE DAMAGE AS POSSIBLE TO THE PREMISES AND IT WILL CAUSE THE PREMISES TO BE RESTORED AS NEARLY AS POSSIBLE TO THEIR ORIGINAL CONDITION AFTER THE COMPLETION OF NECESSARY CONSTRUCTION PERFORMED BY THE GRANTEE. THE GRANTEE WILL SAVE, PROTECT, RECONSTRUCT AND KEEP UNHARMED THE GRANTOR. THE SAID PREMISES AND THE REWARDER OF THE GRANTOR'S ADJACENT LANDS FROM ANY LOSS OF ANY KIND FOR OTHER WORK OR MATERIALS USED OR EMPLOYED IN ALL WORK PERFORMED BY THE GRANTEE ON THE PROPERTY. THE GRANTOR SPECIFICALLY RESERVES UNTO ITSELF THE FEE SIMPLE TITLE TO THE PROPERTY SUBJECT ONLY TO THE EASEMENT DESCRIBED HEREIN. GRANTOR IS AWARE OF AND WAIVES ITS RIGHT PROVIDED BY THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICES ACT OF 1975 (P.L. 91-646) AND GRANTOR FURTHER AGREES THAT IT IS RECEIVING FAIR AND REASONABLE COMPENSATION FOR THE EASEMENT.

2026000318

11/112-D SHEET 5 OF 5

PREPARED BY/RETURN TO:
JACOB & HEFNER ASSOCIATES
 1800 American Road, Suite 200, Decatur, IL 62521
 PHONE: (618) 424-4400, FAX: (618) 424-4401
 Website: www.jacobandhefner.com
 License No. 04-000073 Exp. 4/2027

Survey No.:	D4608
Ordered by:	JK 941, LLC
Drawn by:	PLAT OF SUBDIVISION
Date Prepared:	NOVEMBER 10, 2025
Scale:	1" = 250'
Field Work Prepared By:	MS/JSR



2026000073

TASHA SIMS

RECORDER - DEKALB COUNTY, IL

RECORDED: 1/6/2026 10:29 AM

REC FEE: 75.00

PAGES: 80

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

POOR ORIGINAL OR CONTAINS COLORED INK
RECORDER NOT RESPONSIBLE
FOR REPRODUCTION

CERTIFICATION

I, Ruth A. Scott, do hereby certify that I am the duly qualified and appointed Executive Assistant of the City of DeKalb, DeKalb County, Illinois, as authorized by Local Ordinance No. 2019-059. In such capacity, I am the custodian and safe keeper of the official records and files of the Mayor and City Council of said City.

I further certify that the document attached hereto is a true, correct, and complete copy of:

ORDINANCE 2025-050

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

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, on the 8th day of December 2025.

WITNESS my hand and the official seal of said City this 6th day of January 2026.



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