

ORDINANCE NO. F-1784

AN ORDINANCE AUTHORIZING THE EXECUTION OF A MINOR AMENDMENT TO AN ANNEXATION AGREEMENT (WHEATON LOAN ACQUISITION LLC AND BRB DEVELOPMENT)

WHEREAS, the City of Wheaton, Illinois, ("City") and Loan Acquisition LLC ("Owner") and BRB Development LLC ("Developer") have previously entered into an Annexation Agreement dated December 17, 2012, ("Annexation Agreement"); the subject matter of the Annexation Agreement is the property legally described in Exhibit "A" of the Annexation Agreement ("Subject Property"); and

WHEREAS, following the acquisition of the Subject Property by the Developer, Lock Up Wheaton LLC, an Illinois limited liability company ("Lock Up"), is the successor in interest of the Developer for the Subject Property; and

WHEREAS, Lock Up has petitioned the City to amend the Annexation Agreement to modify paragraph 13 of the Annexation Agreement as it pertains to the location of the proposed buildings wall signage; and

WHEREAS, the City has determined that the requested amendment is a minor amendment, and may be implemented without public hearing, pursuant to the provisions of Section 18-8(2) of the Wheaton City Code.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Wheaton, DuPage County, Illinois, pursuant to its home rule powers, as follows:

Section 1: The Annexation Agreement is amended by deleting paragraph 13 in its entirety and substituting in its place the following:

"13. SIGNAGE. The Developer shall be permitted to construct and install two monument signs identifying the proposed self-storage facility use at the following locations shown on the Site Plans: (a) along Main Street/Schmale Road at the northeast corner of Lot 2 in the Geneva-Main Resubdivision owned by Owner; and (b) in the southeast corner of the Subject Property. The monument signs shall be in accordance with the design that is set forth on page A4 of the Architectural Plans. In addition, the Developer shall be permitted to construct and install two wall signs on the Facility on the south and west elevations pursuant to the designs that are set forth on page A2 of the Architectural Plans, being the Proposed Exterior Elevations."

Section 2: This Amendment to the Annexation Agreement shall be recorded in the Office of the Recorder of Deeds, DuPage County, Illinois, at the expense of Lock-Up.

Section 3: All Ordinances or parts of Ordinances in conflict with these provisions are repealed.

Section 4: This ordinance shall become effective from and after its passage, approval, and publication in pamphlet form in the manner prescribed by law.



Mayor

ATTEST:



Sean Bennett
City Clerk

Roll Call Vote

Ayes: Councilman Suess
Councilman Prendiville
Councilman Rutledge
Councilman Saline
Mayor Gresk
Councilman Scalzo

Nays: None

Absent: Councilwoman Pacino Sanguinetti

Motion Carried Unanimously

Passed: May 5, 2014

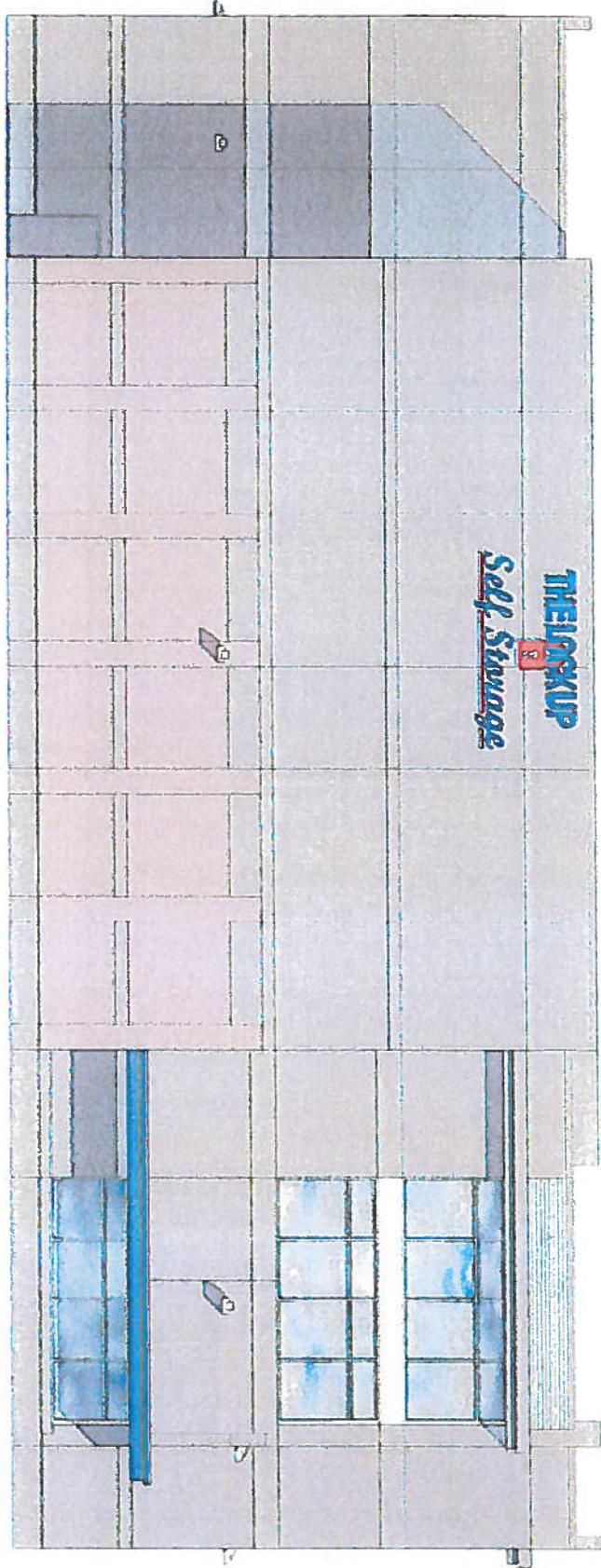
Published: May 6, 2014

EXHIBIT A

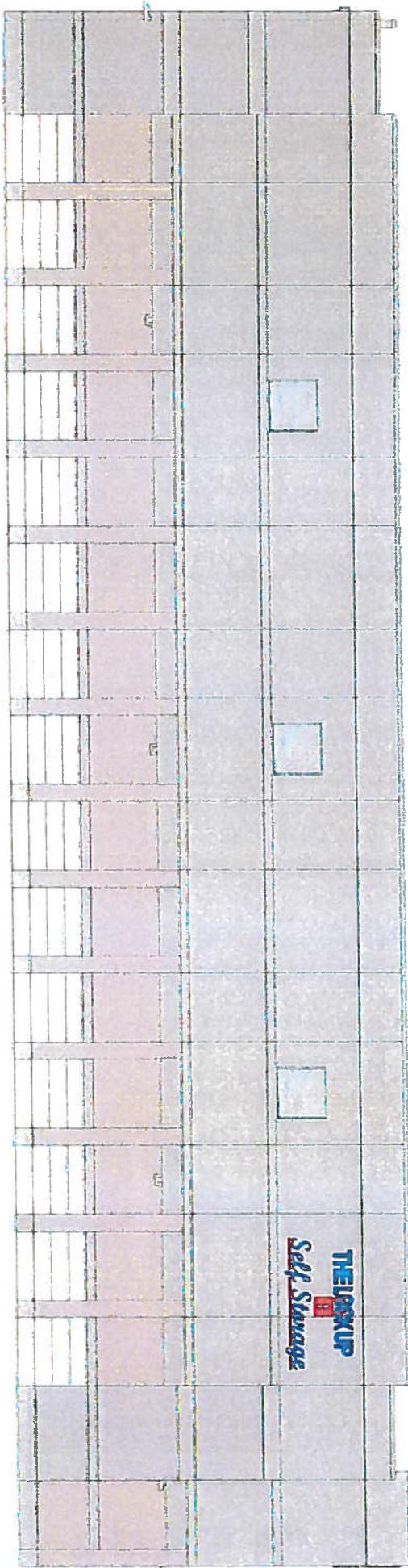
THE EAST 200.88 FEET OF THE WEST 401.75 FEET OF THE EAST 803.88 FEET OF THE NORTH 323 FEET OF THE SOUTH 540.8 FEET OF THE WEST $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PIN: 05-04-304-017

The subject property is commonly known as the 1.49 acre parcel of land located immediately northwest of the Main Street Market Place at 101 - 115 West Geneva Road and 2202 - 2212 North Main Street and the National City Bank at 127 West Geneva Road, Wheaton, IL 60187.



South elevation



west elevation

ORDINANCE NO. F- 1694

AN ORDINANCE AUTHORIZING THE SIGNING OF AN
ANNEXATION AGREEMENT – WHEATON LOAN ACQUISITION LLC AND BRB
DEVELOPMENT LLC

WHEREAS, a written petition has been filed with the City Clerk of Wheaton, Illinois, requesting the annexation to the City of Wheaton, Illinois ("City"), of certain territory legally described in Exhibit 'A' which is contiguous to the boundaries of the City and not within the corporate boundaries of any other municipality, pursuant to a proposed annexation agreement ("Annexation Agreement") which sets forth the terms and conditions under which annexation shall take place; and

WHEREAS, pursuant to notice, a public hearing was conducted by the City Council on September 10, 2012 to consider the terms and conditions of the proposed Annexation Agreement; and

WHEREAS, an annexation agreement dated December 17, 2012, among the City and the Wheaton Loan Acquisition LLC ("Owner") and BRB Development LLC ("Developer"), is the direct result of deliberations on the proposed Annexation Agreement pursuant to the public hearing and other meetings before the City Council and City Staff.

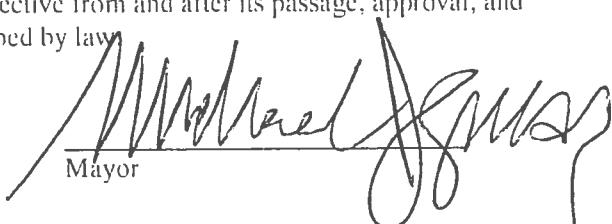
NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Wheaton, DuPage County, Illinois, pursuant to its home rule powers, as follows:

Section 1: The Mayor of the City is authorized and directed to sign, on behalf of the City, the Annexation Agreement, and the City Clerk is authorized and directed to attest to the signature of the Mayor and affix the corporate seal of the City thereon. A copy of the Annexation Agreement is on file in the Office of the City Clerk and is incorporated into this ordinance by this reference as though fully set forth herein.

Section 2: The Annexation Agreement shall be recorded in the Office of the Recorder of Deeds, DuPage County, Illinois, at the expense of the Owner and Developer.

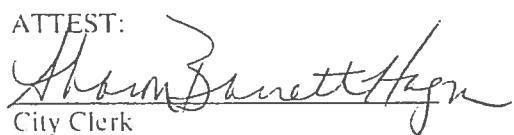
Section 3: All ordinances or parts of ordinances in conflict with these provisions are repealed.

Section 4: This ordinance shall become effective from and after its passage, approval, and publication in pamphlet form in the manner prescribed by law.



Michael J. Murphy
Mayor

ATTEST:



Shon Bennett Hagan
City Clerk

Roll Call Vote

Ayes: Councilman Mouhelis
Councilman Rutledge
Mayor Gesk
Councilwoman Pacino Sanguinetti
Councilman Scalzo
Councilman Suess

Nays: None

Absent: None

Motion Carried Unanimously

Passed: December 17, 2012

Published: December 18, 2012

EXHIBIT A

THE EAST 200.88 FEET OF THE WEST 401.75 FEET OF THE EAST 803.88 FEET OF THE NORTH 323 FEET OF THE SOUTH 540.8 FEET OF THE WEST $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{2}$ OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PIN: 05-04-304-017

The subject property is commonly known as the vacant 1.49 acre parcel of land located immediately northwest of the Main Street Market Place at 101 - 115 West Geneva Road and 2202 - 2212 North Main Street and the National City Bank at 127 West Geneva Road, Wheaton, IL 60187.

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT, made and entered into this 17th day of December, 2012 among the City of Wheaton, Illinois, an Illinois corporation, located in DuPage County, State of Illinois ("City"), and Wheaton Loan Acquisition LLC ("Owner") and BRB Development LLC ("Developer").

WITNESSETH

WHEREAS, the Owner has an interest in or control of the real estate comprised of a parcel of property nearly 1.49 acres in size, a description of which is set forth on the Plat of Annexation, and legally described in Exhibit "A", which is attached to and made a part of this Agreement (said real estate will hereafter be referred to in its entirety as "Subject Property"); and

WHEREAS, the Subject Property is contiguous to the corporate limits of the City; and

WHEREAS, it is the desire of the Owner that said real estate be annexed to the City under the terms and conditions of this Agreement; and

WHEREAS, the Developer desires to construct a four story 80,772 square foot indoor self storage facility ("Facility").

WHEREAS, the City has concluded that annexation of the Subject Property under the terms and conditions of this Agreement would further the growth of the City, enable the City to control the development of the area, increase the taxable value of the property within the City, extend the corporate limits and jurisdiction of the City, permit the sound planning and development of the City, and otherwise enhance and promote the health, safety, and general welfare of the City; and

WHEREAS, pursuant to the provisions of Section 6.1 et.seq., of the Wheaton City Code and applicable provisions of the Illinois Compiled Statutes and Illinois Constitution, a proposed

annexation agreement in substance and form of the same as this Agreement was submitted to the Wheaton City Council, and a public hearing was held thereon pursuant to notice as provided by ordinance and statute; and

WHEREAS, the City has had such hearings and heard testimony as prescribed by law with respect to the requested zoning classification of C-3 General Business District with a Special Use Permit for a Planned Unit Development; and

WHEREAS, notice has been duly served in the manner provided by statute on the appropriate governmental entities and an affidavit that service of said notice has been duly served has been placed on record with the Recorder of Deeds, DuPage County, Illinois.

NOW, THEREFORE, in consideration of the foregoing preambles and mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. LEGAL CONFORMANCE WITH LAW. This Agreement is made pursuant to and in accordance with the provisions of the Wheaton City Code and applicable provisions of the Illinois Compiled Statutes and Illinois Constitution.

2. PETITION TO ANNEX. The Owner have filed with the Clerk of the City, a petition pursuant to the provisions of Section 7-1-8 of the Illinois Compiled Statutes [65 ILCS 5/7-1-8 (1998 State Bar Association Edition)], conditioned upon the signing of this Agreement, to annex the Subject Property to the City. The petition is attached as Exhibit "B". This Agreement in its entirety, together with the aforesaid petition for annexation, shall be null, void, and of no force and effect unless the Subject Property is validly zoned and classified under the City's Zoning Ordinance as hereinafter set forth and amended.

3. ANNEXATION ORDINANCE. After the execution of this Agreement and after the Developer acquires title to the Subject Property, the City Council shall enact an ordinance annexing the Subject Property to the City. If the Developer has not acquired title to the property

within ninety days of the passage of the Ordinance approving this annexation agreement, the annexation agreement and the Ordinance approving the annexation agreement shall, without further action of the City Council, become null, void and of no effect. It shall be the obligation of the Developer to notify the City in writing of its taking title to the property and a copy of the recorded deed shall be provided to the City prior to the adoption of the annexation ordinance. Upon adoption of the annexation ordinance this Agreement shall be recorded at the Developer's expense by the City Clerk.

4. REZONING. Immediately after the passage of the ordinance annexing the Subject Property, the City shall, without further hearing, adopt an amendment to its Zoning Map which is part of the Zoning Ordinance of the City and the Comprehensive Plan of the City, zoning and classifying the Subject Property in the C-3 General Business District with a Special Use Permit for a Planned Unit Development to allow the construction and use of the Facility. The City hereby acknowledges that the City's Director of Planning and Economic Development has determined pursuant to Section 18.2 of the City's Zoning Ordinance that the Facility, being a multi-story, indoor self storage facility, is a use that is of the same general character as the uses permitted in the C-3 General Business District. The City hereby grants Site Plan and Architectural Approval pursuant to Section 5.5 of the Zoning Ordinance for the development of the Subject Property in substantial conformity with the following plans, a copy of which is marked as Exhibit "C" and attached to and made a part of this Agreement:

- a. Preliminary Engineering Plans – entitled "The Lock Up – Wheaton", last dated November 16, 2012, prepared by Watermark Engineering Resources, Ltd., and identified as Project No. 08-080, consisting of a Cover Sheet (C-1), Geometric Plan (C-2), Grading Plan (C-3), Utility Plan (C4) Project Details (C-5 and C-6), Project Specifications (C-7), Land Title Survey, Landscape Plan and Tree Preservation Plan; and
- b. Architectural Drawings – entitled "The Lock Up Storage Center", dated November 7, 2012, prepared by Partners in Design Architects, and identified as Project No. 509.12.073), consisting of Proposed Preliminary Floor Plans (A1).

Proposed Exterior Elevations (A2), Rooftop Screening Sightline Diagrams (A3) and Site Directional Signage Plan (A4).

5. SANITARY SEWER FACILITIES. The City agrees to cooperate in obtaining such permits as may be required from time to time by both Federal and State law, including (without limitation) the Illinois Environmental Protection Act, permitting the connection onto the sanitary lines of the Wheaton Sanitary District in order to develop and use the Subject Property. In addition, the City will accept dedication of all sanitary sewer mains located within the Corporate limits of the City and constructed by Developer pursuant to Chapter 62 of the Wheaton City Code. Location and size of sanitary sewer mains to be installed by Developer shall be in conformity with Exhibit "C", subject to final engineering considerations.

6. STORM WATER FACILITIES. Developer agrees to design and construct suitable storm water facilities for the Development which comply with the requirements and standards contained in Chapter 34 of the Wheaton City Code, the DuPage County Countywide Stormwater and Floodplain Ordinance, and all other applicable statutes and ordinances as they existed as of the date of this agreement. The final design for the storm water facilities shall be subject to the reasonable approval of the Director of Engineering.

7. WATER FACILITIES. The City represents that as of the date of this agreement, the water distribution system of the City currently has sufficient capacity to service the Subject Property with potable water for domestic water consumption, if the Subject Property is developed in accordance with this Agreement. The City agrees to cooperate in obtaining such permits as may be required from time to time by both Federal and State law, including (without limitation) the Illinois Environmental Protection Act, permitting the connection onto the water lines of the City in order to develop and use the Subject Property. In addition, the City will accept dedication of all primary water mains constructed by the Developer pursuant to Chapter 62 of the Wheaton City Code. The location and size of the water lines to be installed by the

Developer shall be in conformity with Exhibit "C", subject to final engineering considerations and the reasonable approval of the Director of Engineering.

8. IRREVOCABLE LETTER OF CREDIT. In lieu of a construction bond or development bond or bonds, the City will accept an irrevocable letter of credit from a reputable banking institution to guarantee construction and quality of all required site improvements and storm water management facilities to be constructed in the Development. Said letter of credit shall be in the amount of one hundred twenty-five percent (125%) of the Developer's engineer's estimate of construction costs (as reasonably approved by the Director of Engineering) or one hundred percent (100%) of the contract costs of construction of all of the public facilities. The letter of credit shall be in a format approved by the City Attorney and shall be payable to the City of Wheaton.

The letter of credit shall be issued and presented to the City on or before the date that the City executes a Subdivision Improvement Agreement in the form provided by the City. As the Developer completes the items within the letter of credit, the Developer may apply to the City for acceptance of said improvements pursuant to Chapter 62 of the Wheaton City Code. Developer agrees to cause the letter of credit to be extended to cover the actual time of construction.

The Director of Engineering may from time to time approve a reduction or reductions in the letter of credit by an amount not in excess of ninety percent (90%) of the value certified by the Director of Engineering of the completed work, so long as the balance remaining in the letter of credit is at least equal to one hundred twenty five percent (125%) of the cost to complete the remaining public improvements for the Subject Property, plus retention for completed work and inspection and testing fees for the City to inspect the public improvements remaining to be completed.

Upon satisfactory completion of the remaining public improvements and acceptance of said improvements by the City, the original letter of credit shall be returned to the banking institution.

9. PLAT OF EASEMENT GRANT. The Owner shall prepare and submit a Plat of Easement Grant to the City for acceptance for the extension of a public sanitary sewer and a public water main to serve the Subject Property. The Plat of Easement Grant shall conform to City requirements and meet the reasonable approval of the Director of Engineering. The Director of Engineering shall prepare City acceptance documents for acceptance of the easement grant by the City Council.

10. ANNEXATION AND PERMIT FEES. The amount of the permit, license, tap-on or connection fees imposed by the City which are applicable to or required to be paid by the Owner or successor Owner, contractors, subcontractors, materialmen, or others performing work or supplying materials in connection with the development or construction of improvements on the Subject Property shall be the amount or rate of said fees in effect at the time of application for same.

11. BUILDING PLANS. The Developer shall submit plans for the building to be constructed on the Subject Property. A building permit shall be obtained and the appropriate permit fees paid as required by the City ordinances and this Agreement for the building to be constructed on the Subject Property.

12. FIRE LANE AGREEMENT. Developer shall enter into a Fire Lane Designation and Enforcement Agreement with the City in substantial compliance with Exhibit "D".

13. SIGNAGE. The Developer shall be permitted to construct and install two monument signs identifying the proposed self-storage facility use at the following locations shown on the Site Plans: (a) along Main Street/Schmale Road at the northeast corner of Lot 2 in

the Geneva-Main Resubdivision owned by Owner; and (b) in the southeast corner of the Subject Property. The monument signs shall be in accordance with the design that is set forth on page A4 of the Architectural Plans. In addition, the Developer shall be permitted to construct and install two wall signs on the Facility in the locations and pursuant to the designs that are set forth on page A2 of the Architectural Plans, being the Proposed Exterior Elevations.

14. TREE PRESERVATION. The Developer shall comply with the Tree Preservation requirements as set forth in Section 6.11 of the Wheaton Zoning Ordinance.

15. ADDRESS. Following Annexation of the Subject Property to the City, the Subject Property shall be provided a City address on Main Street by the City of Wheaton Department of Engineering in accordance with Section 58-28 of the Wheaton City Code.

16. CONFLICT IN REGULATIONS. The provisions of this Annexation Agreement shall supersede the provisions of any ordinances, codes, or regulations of the City which may be in conflict with the provisions of this Annexation Agreement.

17. AMENDMENT OF ANNEXATION AGREEMENT. This Annexation Agreement, and any exhibit attached hereto, may be amended pursuant to the provisions of Chapter 6 of the City Code.

18. TIME OF THE ESSENCE. Time is of the essence of this Agreement.

19. INVALIDITY. If any provision of this Annexation Agreement, or any section, sentence, clause, phrase, or word, or the application thereof in any circumstances, is held invalid, the validity of the remainder of this Annexation Agreement and the application of such provision, section, sentence, clause, phrase, or word in any other circumstances shall not be affected thereby.

20. TERM OF AGREEMENT. This Annexation Agreement shall be binding upon the parties hereto, their respective successors and the assigns for a full term of ten (10) years from the date of this Agreement.

21. INDEMNIFICATION. Developer shall indemnify and hold the City harmless from all injuries to persons and property which arise due to the negligence of the Developer, its agents, assigns, employees, contractors, and subcontractors. Developer shall indemnify and hold the City harmless from all causes of action, suits, judgments, settlements, legal fees, and all other costs which may be incurred by the City as a result of the aforesaid negligence. Developer shall further indemnify and hold the City harmless from all causes of action, suits, judgments, settlements, legal fees, and all other costs which may be incurred by the City as a result of challenges to the underlying annexation of the property or attempts to set aside any or all of this Agreement.

22. BINDING EFFECT. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrator, assigns, successors, and grantees, provided, however, that this Agreement shall only be binding on the Owner and Developer after the annexation of the Subject Property in accordance with the terms of this Agreement.

23. NOTICES. Notices or other writings which any party is required to, or may wish to, serve upon any other party in connection with this Agreement shall be in writing and shall be delivered personally or sent by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

If to the City: City of Wheaton
 303 W. Wesley Street
 P.O. Box 727
 Wheaton, IL 60189-0727
 Attn: City Clerk

If to the Owner: Wheaton Loan Acquisition, LLC.
 c/o Centrum Properties, Inc.
 225 West Hubbard Street
 Chicago, IL 60610-4416
 Attn: Graham Palmer

If to the Developer: BRB Development, LLC
 800 Frontage Road
 Northfield, IL 60093
 Attn: Richard B. Hielscher

with a copy to:

Gerald P. Callaghan
Freeborn & Peters LLP
311 S. Wacker Dr., Suite 3000
Chicago, IL 60606-6677

Sanford R. Gail
BRB Development, LLC
800 Frontage Road
Northfield, IL 60093

24. RECORDING. This Agreement shall be recorded in the Office of the Recorder of Deeds, DuPage County, Illinois after the annexation of the Subject Property in accordance with the terms of this Agreement at the expense of the Owner.

IN WITNESS WHEREOF, the Corporate authorities and Owner have hereunto set their hands and seals, and have caused this instrument to be executed by their duly authorized officials and the Corporate seal attached here, all on the day and year first above written.

CITY OF WHEATON

By:

Name: Michael J. Glesp
Title: Mayor

ATTEST

By:

Name: Shawn Bennett-Ilgren
Title: City Clerk

WHEATON LOAN ACQUISITION LLC

BY: NRG WHEATON, LLC, ITS SOLE MANAGER

By:

Name: Graham Palmer
Title: Manager

BRB DEVELOPMENT LLC

BY: A&R MANAGEMENT, INC., ITS SOLE MANAGER

By:

Name: Richard B. Helscher
Title: VP

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Michael J. Gresk, personally known to me to be the Mayor of the City of Wheaton, and Sharon Barrett-Hagen, personally known to me to be the City Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the City Council of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 18 day of December, 2012.

Commission expires 5-06-15,



Notary Public

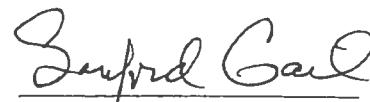
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

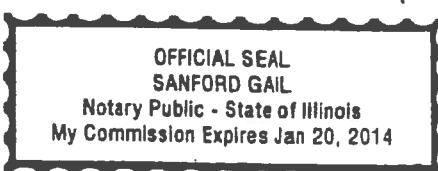


I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Richard B. Helscher is personally known to me to be Vice President of A&R Management, Inc., the sole manager of BRB Development LLC, and also personally known to me to be the same person whose name is subscribed to the foregoing instrument as such manager and that he appeared before me this day in person and severally acknowledged that as such manager he signed and delivered the said instrument, consenting to its recordation, as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 31st day of December, 2012.

Commission expires January 20, 2014.


Notary Public



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Graham Turner is personally known to me to be the manager of NRG Wheaton, LLC, the sole manager of Wheaton Loan Acquisition LLC, and also personally known to me to be the same person whose name is subscribed to the foregoing instrument as such manager and that he appeared before me this day in person and severally acknowledged that as such manager he signed and delivered the said instrument, consenting to its recordation, as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 3rd day of January,
2012, 2013

Commission expires October 4, 2015.

Amy L. Horan
Notary Public

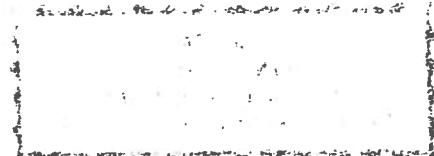
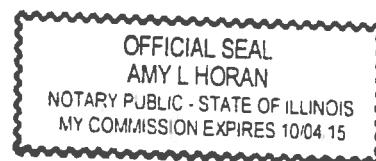
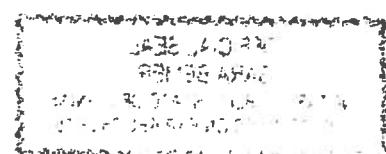
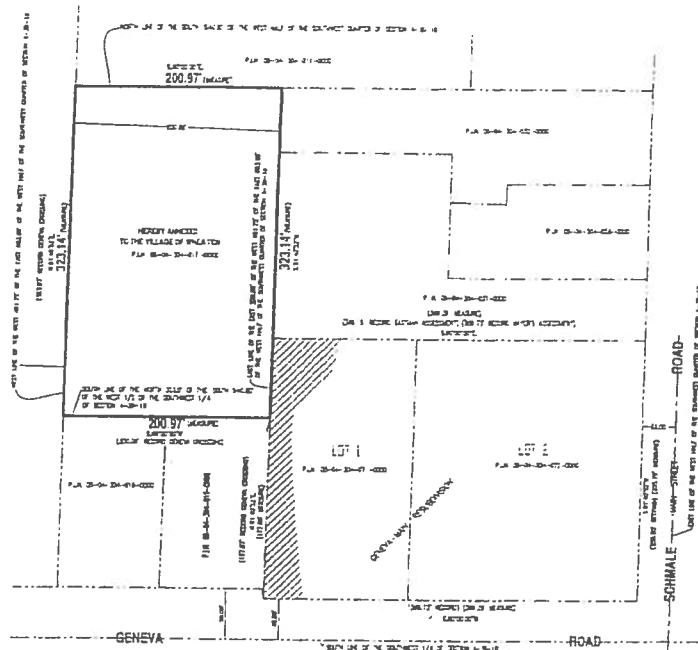


EXHIBIT "A"

PLAT OF ANNEXATION

TO THE VILLAGE OF WHEATCH, RUMBO.

THE EAST 200.00 FEET OF THE WEST 401.75 FEET OF THE EAST BEING 200 FEET OF THE NORTH 323 FEET OF THE SOUTH 540.23 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4 TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DEFARE COUNTY, ILLINOIS.



RECORDED OF DEED CERTIFICATE

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THIS INSTRUMENT _____ WAS FILED FOR RECORD IN THE RECORDER OF DEEDS OFFICE
SULLIVAN COUNTY, ILLINOIS, ON THE _____ DAY OF _____ 19____.

• 100 •

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS

ANNOUNCE APPROVAL, PURSUANT TO ORDINANCE NUMBER _____
BY THE MAYOR AND CITY COUNCIL, OF THE CITY OF BELLEVILLE, ILLINOIS, COUNT,

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— 10 —

SURVEYORS INSTITUTE

NET USE

I, RAYMOND B. HAGGARD, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE PREPARED THE PLAT HEREBY DRAWN FROM PREVIOUS PLATS AND RECORDS FOR APPRAISAL PURPOSES AS SHOWN OR THE PLAT HEREBY DRAWN. DIMENSIONS ARE SHOWN IN FEET AND DECIMAL INCHES. PARCELS

87

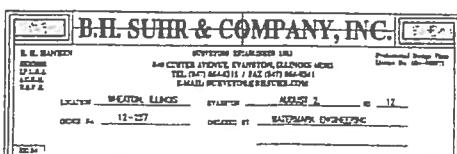


EXHIBIT "B"

CITY OF WHEATON
PETITION FOR ANNEXATION

To: THE WHEATON CITY COUNCIL

Petitioners on oath states as follows:

1. That they are the owners of record of all of the land within the property described herein.
2. That (they are the only) or (there are other) electors residing thereon (circle the appropriate answer) there are no electors residing thereon.
3. That no portion of the property is within the corporate limits of any municipality.
4. That the property which petitioners desire to have annexed to the City of Wheaton is described as follows: **THE EAST 200.88 FEET OF THE WEST 401.75 FEET OF THE EAST 803.88 FEET OF THE NORTH 323 FEET OF THE SOUTH 540.8 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/2 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS; and**
5. That this petition shall be in full force and effect from and after the date hereof and until the property is contiguous and annexed to the City of Wheaton.

WHEREFORE, the applicant petitions that the property be annexed by ordinance to the City of Wheaton, Illinois, in accordance with the appropriate statutes.

The undersigned on oath states that he/she has read the foregoing petition for annexation, has knowledge of the allegations contained therein, and that said allegations are true and correct to the best of his/her knowledge.

Date: July 25 2012 Signature: Stephanie Bengtsson

Owner(s) of record of said property By: NRG Wheaton LLC

Name: Wheaton Loan Acquisition LLC Its sole manager

Address: c/o Centrum Properties, Inc., 225 W. Hubbard St., Chicago, IL 60610

Tel. No.: 312-832-2500 Fax No.: 312-832-2525

Elector(s) residing on said property

None

Name: _____

Name: None

Subscribed and sworn before me this 25th day of July 2012.

Stephanie T. Bengtsson
Notary Public

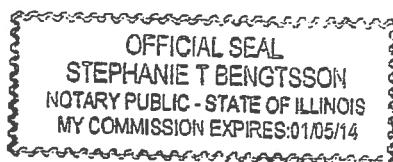
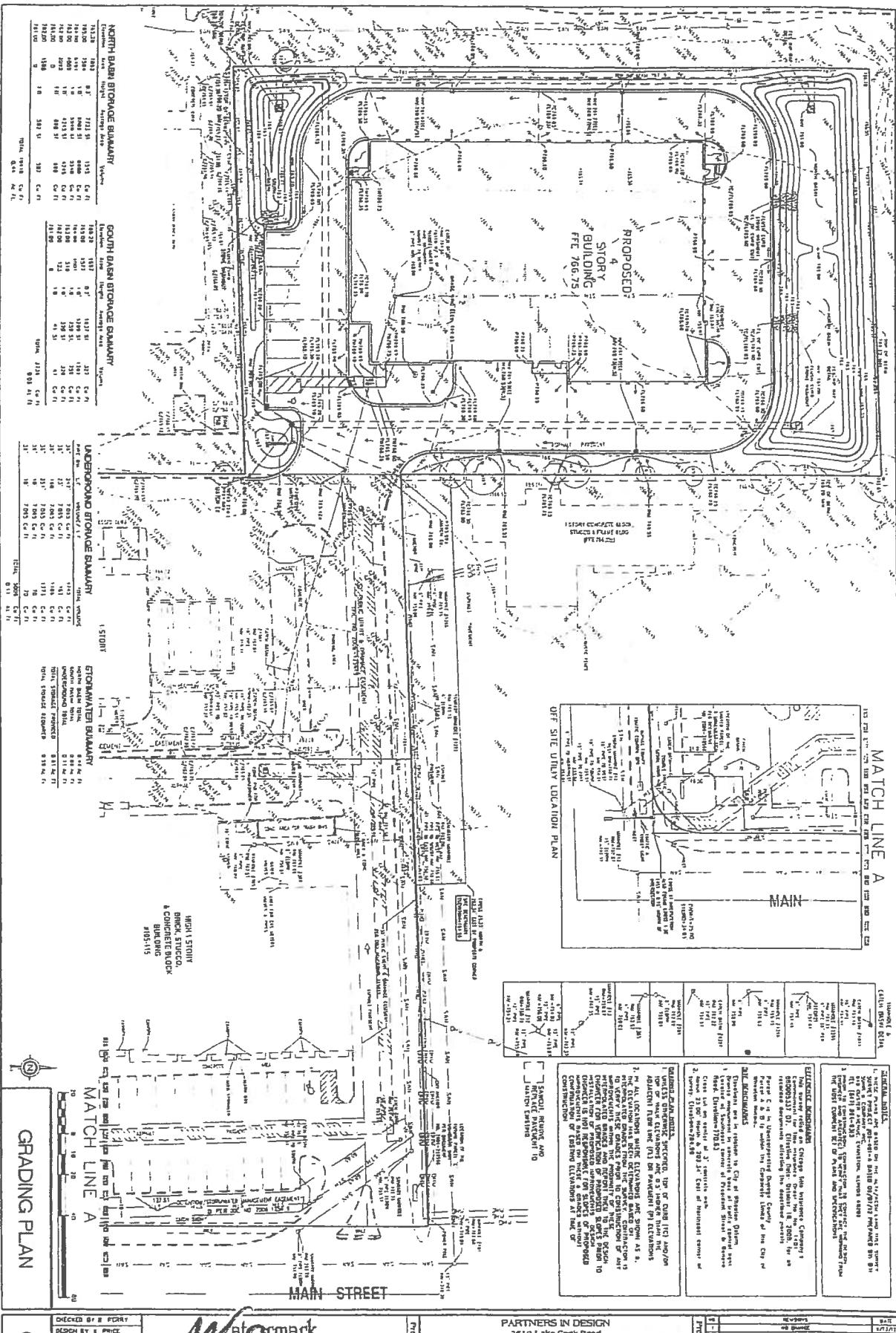


EXHIBIT "C"



C-3

CHECKED BY E FERRY
DESIGN BY E PRICE
DRAWN BY E PRICE
DATE MAY 27 2012
SCALE 1" = 20'

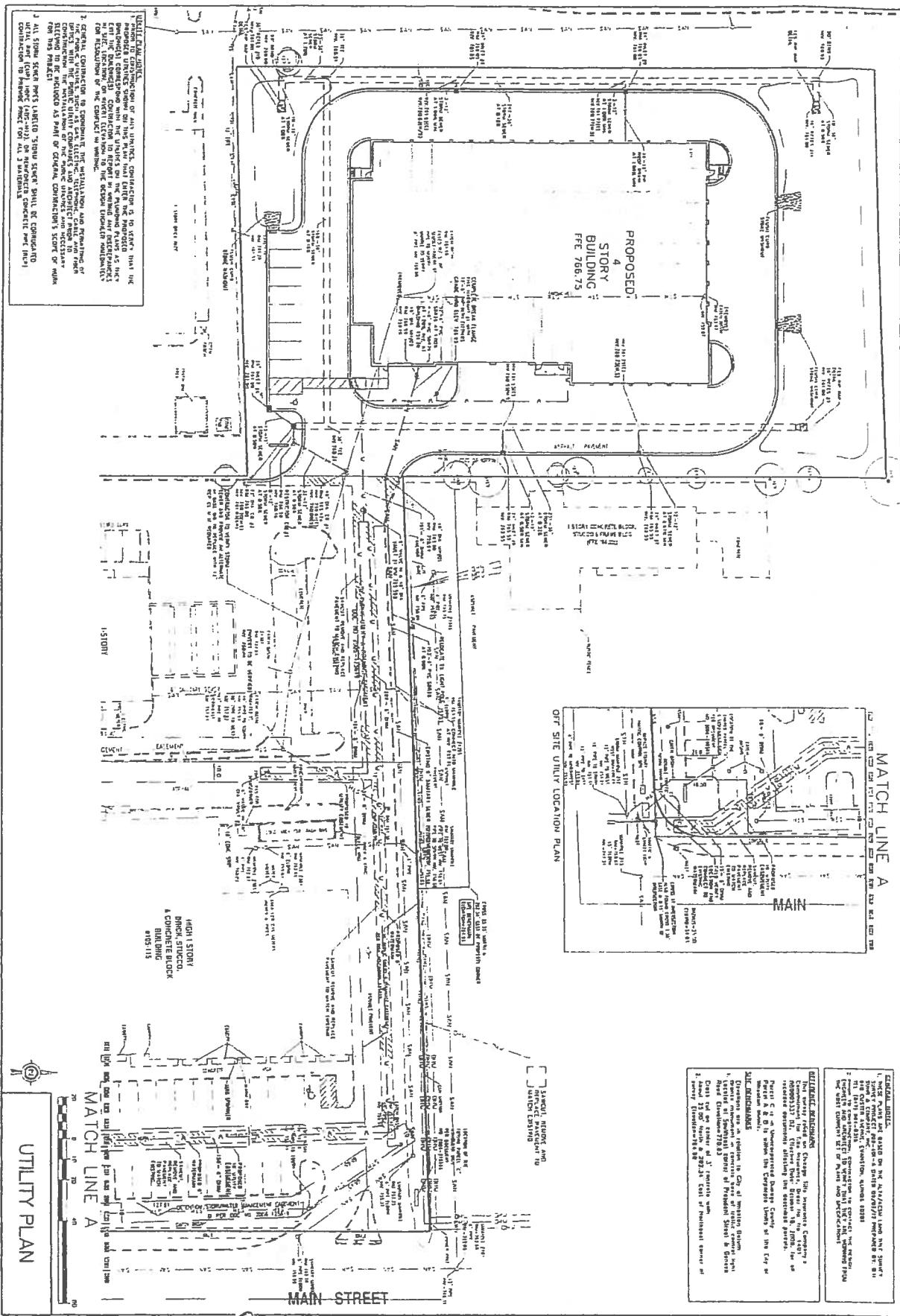
PROJECT

Watermark
Engineering
RESOURCES, LTD.

2411 George Weisz Parkway Suite 100 Austin, TX 78752
Phone 512-375-1500 Fax 512-374-1003 info@georgeweisz.com

PARTNERS IN DESIGN
2810 Lake Cook Road
Riverwoods, IL 60015

THE LOCK-UP - WHEATON
THE EAST OF E. GENEVA RD. AND S. MAIN ST.
Wheaton, Illinois

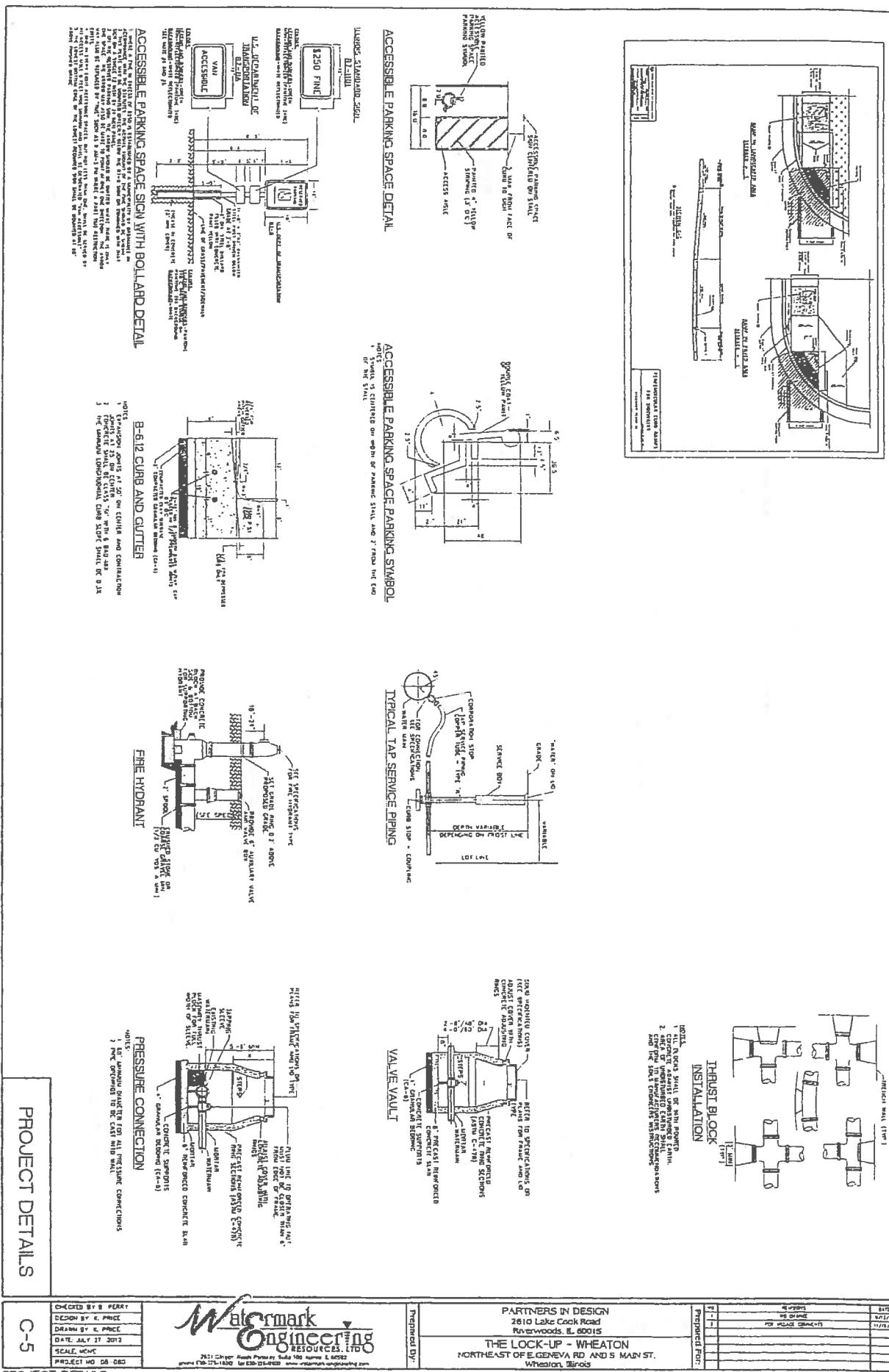


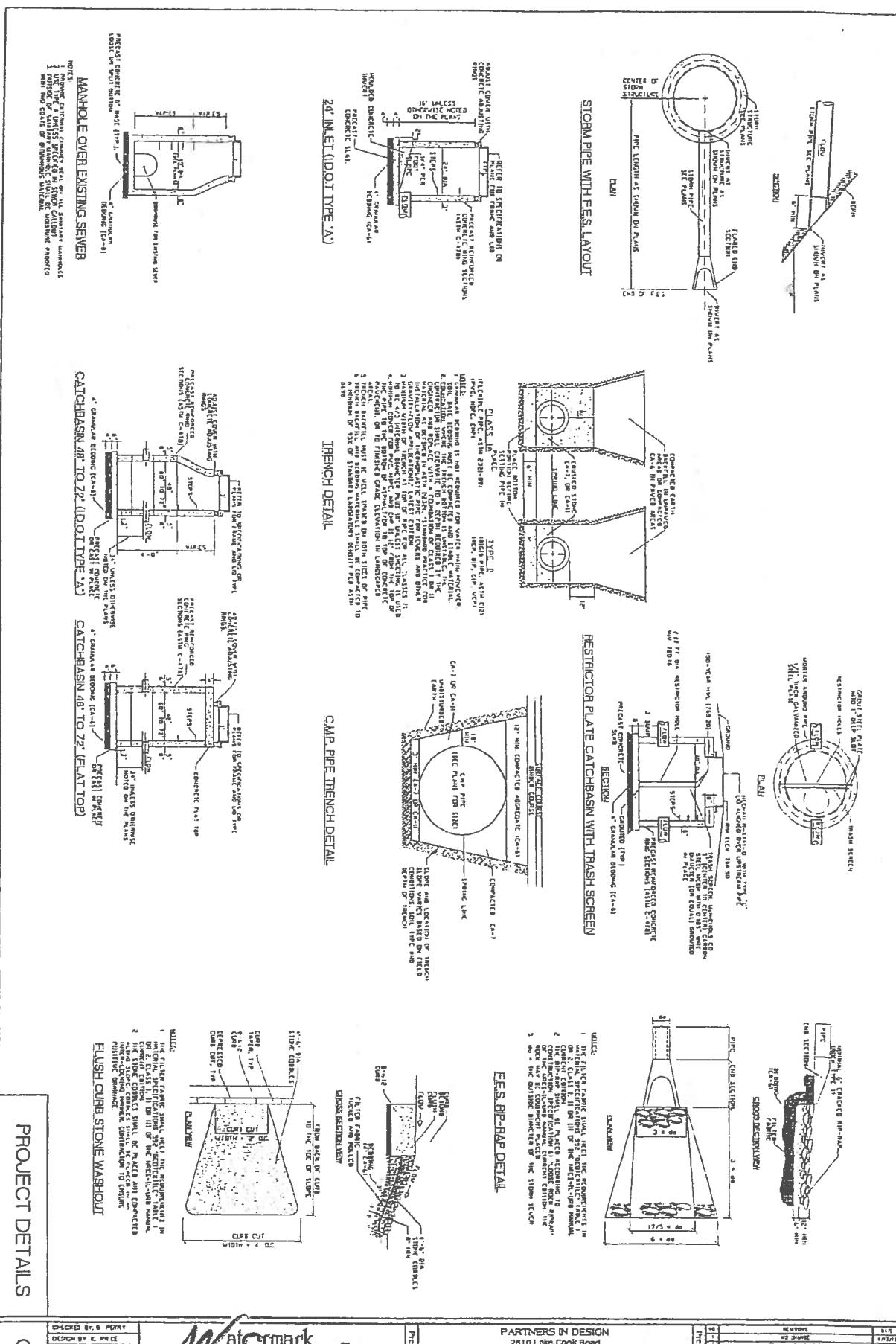
C-4	CHECKED BY E PRICE DESIGN BY E PRICE DRAWN BY E PRICE DATE JUL 27 1912 SCALE 1" = 20' PROJECT NO 06-020
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Watermark
Engineering
 RESOURCES, LTD.
 1031 Cooper Street, P.O. Box 1005, Aurora, IL 60522
 phone (708) 256-1720 fax (708) 256-4022 <http://www.wer.com>

PARTNERS IN DESIGN
2610 Lake Cook Road
Riverwoods, IL 60015

Prepared for:	RE: 00000000000000000000000000000000	Date:
1	RE: CHANGE	9/13/21
2	RE: RELEASE COMMENTS	1/18/21
3		





PROJECT DETAILS

C-6	CHECKED BY: B
	DESIGNED BY: E. P.
	DRAWN BY: E. P.
	DATE: JULY 27,
	SCALE: NONE
	PROJECT NO. C

PROJECT DETAILS

PROJECT DETAILS

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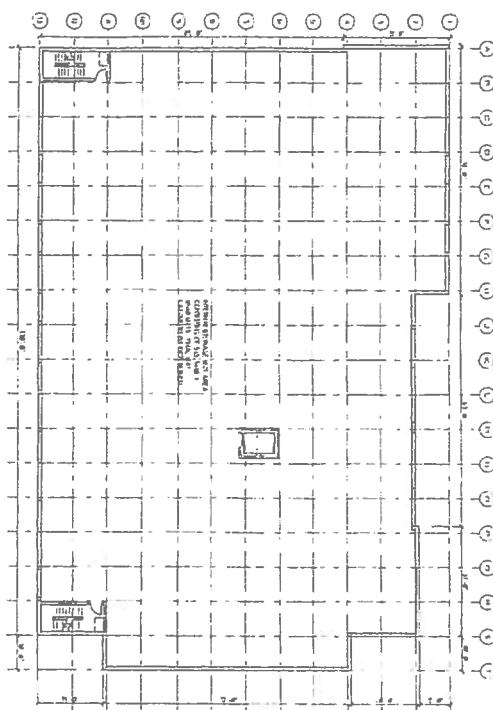
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WATER MAIN RELOCATION

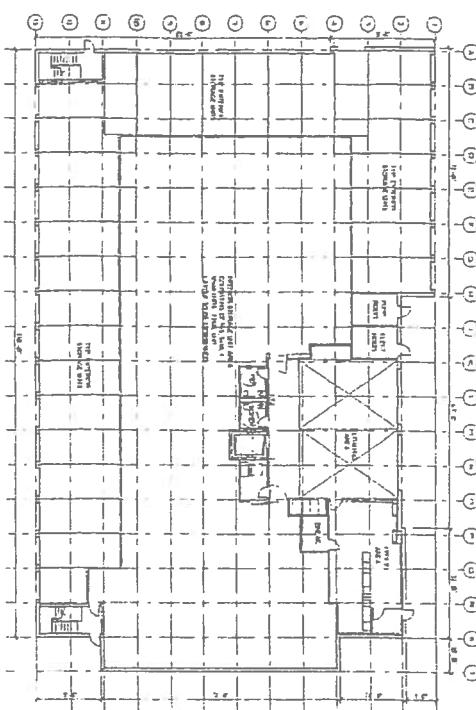
342

PROJECT SPECIFICATIONS

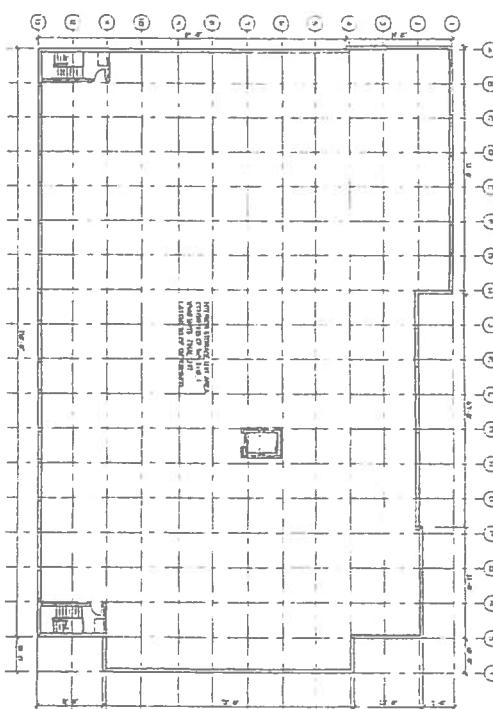
THIRD FLOOR PLAN



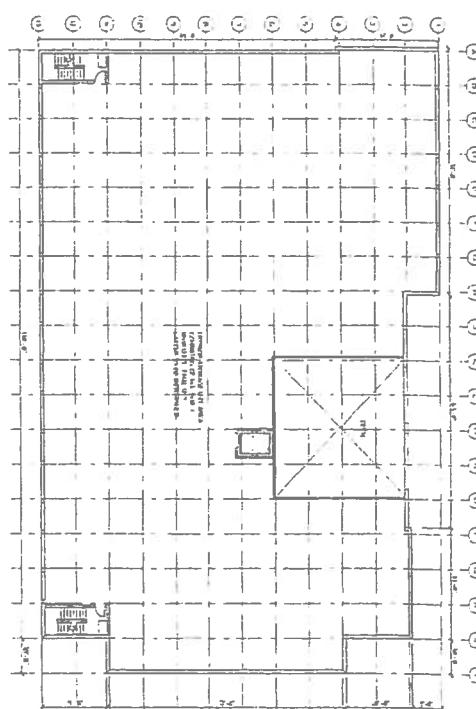
Al W.G. + F.G.



FOURTH FLOOR PLAN

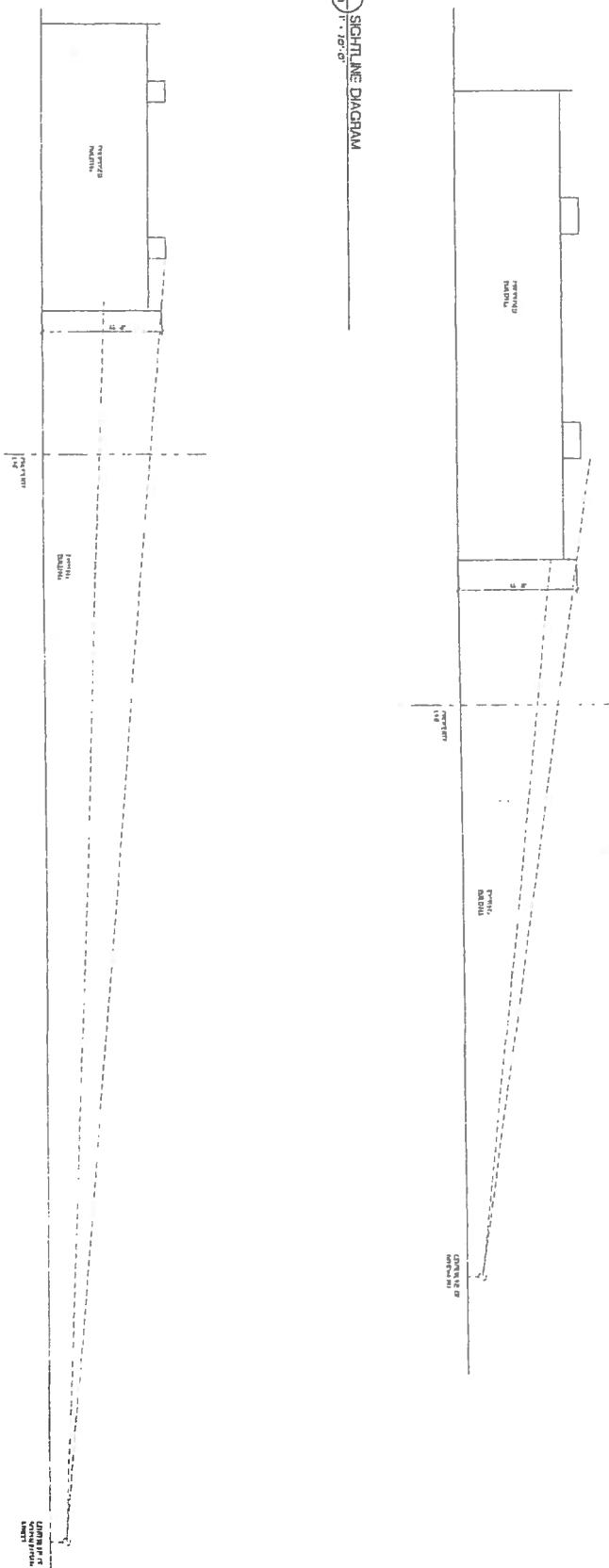


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SIGHTLINE DIAGRAM

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SIGHTLINE DIAGRAM



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Partners in Design
ARCHITECTS

1210 Little Creek Road
Suite 210
Wilmington, NC 28405
Ph. (910) 944-0220
Fax (910) 944-1043

LOCK UP STORAGE CENTER
Wheaton, IL
ROOFTOP SCREENING SIGHTLINE DIAGRAMS



BBB
THE LOCK UP
 Self Storage

EXHIBIT "D"

FIRE LANE DESIGNATION AND ENFORCEMENT AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____ 2012, by and between the City of Wheaton, an Illinois Municipal Corporation, 303 W. Wesley Street, Wheaton, Illinois 60189 (hereinafter referred to as "CITY") and _____ (hereinafter referred to as "OWNER(S)'), OWNER(S) of the property located at _____, within the corporate limits of the City of Wheaton, Illinois (hereinafter referred to as "Subject Property"), and which is legally described below:

(INSERT LEGAL(S) AND P.I.N(S)

RECITALS

WHEREAS, the OWNER(S) desire to establish Fire Lanes upon the Subject Property to improve the health and safety of the citizens of Wheaton; and

WHEREAS, the CITY believes that it is in the best interests of the public health and safety that Fire Lanes be established, maintained and enforced upon the Subject Property.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the OWNER(S) and CITY agree to the following in regards to the Subject Property:

1. The CITY Fire Chief, Chief of Police or their designated representative and OWNER(S), shall identify the specific Fire Lane locations within the Subject Property which shall, pursuant to the terms of this Agreement and Ordinance No. _____ be regulated. The specific locations of the Fire Lane(s) to be enforced shall be as set forth on the Site Plan ("Plan") attached hereto and fully incorporated into this Agreement as Exhibit " ". The CITY Fire Chief, Chief of Police or their designated representative and OWNER(S) or designated representative may from time to time mutually agree to amend the Fire Lane(s) location(s) as set forth in the Site Plan. At such time, the Site Plan shall be amended and appended to this Agreement as an Amended Exhibit " ".

2. The OWNER(S) are responsible for providing any required pavement markings.

3. The OWNER(S), at their sole expense, shall be responsible for obtaining, erecting and maintaining the appropriate signage in accordance with applicable CITY and State of Illinois regulations and specifications.

4. The CITY shall inspect and approve the signage prior to entering into this Agreement. The CITY Fire Chief, Chief of Police or their designated representative may require additional signage and/or pavement markings, if it is later determined that the inspected and approved signage does not provide adequate notification of the established fire lanes.

5. Upon execution of this Agreement, the CITY will enforce the Fire Lane parking and standing prohibitions and the Fire Lane maintenance requirements contained in Sections 70-355 and 30-2 of the Wheaton City Code in regards to the Subject Property. No "special duty" to third persons shall be imposed by this Agreement. The CITY's enforcement obligation shall be legally the same as it is with all other ordinances.

6. This Agreement may be terminated by either party by providing not less than thirty (30) days notice to the other party of the intention to terminate this Agreement.

7. This Agreement shall be assignable by OWNER(S) to their successors in interest upon the sale or lease of the Subject Property.

8. The OWNER(S) hereby agrees to release and hold harmless, indemnify and defend (including the payment of all costs and attorneys' fees) the CITY, its Officers, Agents and Employees, in connection with any and all actions or claims for any loss, damage, personal injury or death occurring as a consequence of the performance of this Agreement.

9. The sole remedy available to the OWNER(S), upon any breach of this Agreement by the CITY, shall be the termination of the Agreement. It is of the essence of this Agreement that the CITY shall not be liable in money damage for any breach of this Agreement.

10. Whenever notice to the CITY is required, it shall be addressed to:

City Clerk
City of Wheaton
303 West Wesley Street
Wheaton, IL 60189-0727

Whenever notice to the Owner is required, it shall be addressed to:

IN WITNESS WHEREOF, the parties hereto have executed this instrument by their duly authorized officers of the day and year first above written.

CITY OF WHEATON, ILLINOIS, a Municipal Corporation

BY: _____
City Manager

ATTEST: _____
City Clerk

BY: _____

ATTEST: _____

BY: _____

ATTEST: _____