

## INTERGOVERNMENTAL DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT** (This "Agreement") is made and entered into in duplicate original this 12TH day of DECEMBER, 2011, by and between the **CITY OF DEKALB**, an Illinois home rule municipal corporation located in DeKalb County, Illinois (the "City") and the **DEKALB PUBLIC LIBRARY**, a unit of local government (the "Library") (the City and Library are herein collectively referred to as "Parties" and individually referred to as a "Party").

### **INTRODUCTION**

#### *Architectural Design Narrative*

The DeKalb Public Library Board of Trustees has determined that the DeKalb Public Library is an architectural gem. The decision to expand its existing building assures that it will be preserved and that it will continue to be vital to the DeKalb community. The nature of the expansion is an understandable cause for concern. It is too early in the process to illustrate what the expansion will look like – libraries are best designed from the inside out. But we do know something of the design challenges ahead and the way they should be resolved:

*Background building.* The expansion should be a background building to the existing Library. The challenge of this goal is that the expansion will be two or three times the size of the existing building.

*Complementary architecture.* The existing library is designed and constructed to a high degree of quality, both inside and out. An expansion should complement existing architectural forms, materials and spaces. The Board of Trustees has been advised by its architectural firm that there are two primary challenges. First, construction systems have improved substantially since 1930. New construction should be state of the art, but it must also be integrated with existing building systems. Second, new construction must measure up to the quality of the existing building within the available budget. The new Laboratory Middle School building that was designed by the Library's architectural firm for the University of Chicago campus illustrates the way they have designed complementary architecture for other historic contexts.

*Preserve existing character.* In addition to our architecture, its courtyards, gardens and Third Street's brick pavers all contribute to the charming character that defines the Library and its surrounding neighborhood. As these are modified to accommodate expansion, the new design must preserve the existing spirit of place.

*Good neighbor.* The Library is located in a transition zone between business and residential neighborhoods. Building expansion and the partial closure of Third Street will have an effect beyond the Library's property. Its design must be sensitive to the context around it and, where possible, improve its transitional neighborhood.

*Sustainable design.* Library expansion will be sustainably designed. Our decision to reuse the existing building is among the most sustainable strategies possible – the expansion will be designed in similar spirit.

*Parking.* Aside from available street parking, the Library current has no parking spaces. The proposed expansion will yield approximately 81 parking spaces dedicated for Library use, plus additional shared parking with the funeral home. Street parking and three city parking lots within 1500 feet of the Library will also contribute to meeting parking demand.

We promise a participatory public process during design to assure that the Library’s expansion will reflect the values of the community it serves.

## RECITALS

A. Library is the owner of record of real property located at the northeast corner of the intersection of North Third Street and Oak Street in the City of DeKalb, Illinois, which property is legally described as Parcel 1 on the Schedule of Real Estate, marked **Exhibit A**, attached hereto and incorporated herein by reference (the “Library Property”).

B. The Library is also the contract purchaser of real property located immediately west of the Library Property, which property is legally described as Parcel 2, 3, 4, 5, 6, and 7 on the Schedule of Real Estate (the “Contract Property”). Parcels 1, 2, 3, 4, 5, 6 and 7 are herein collectively referred to as “the Property.”

C. The Library, upon its acquisition of the Contract Property from the owner thereof (the “Owner”), intends to improve said properties by remodeling the Library Property, and constructing an addition thereto on the Contract Property in accordance with the concept plan attached hereto as Exhibit “B” and incorporated herein by reference (the “Concept Plan”).

D. The City acknowledges the Library’s proposed use of the Property will be compatible with and will further the planning objectives of the City, will be of substantial benefit to the City, will permit orderly planning, and development of the City, and will promote and enhance the general welfare of the City and its residents.

E. The “PD-C” Planning Development-Commercial zoning district classification under the City’s Unified Development Ordinance, as currently amended (the “Development Ordinance”), will be the most appropriate zoning classification for the use and development of the Property pursuant to the Concept Plan.

F. The City is authorized by Article 7, Section 10(a) of the 1970 Illinois Constitution to contract with a party in any manner not prohibited by law and to use its home rule powers to enter into agreements, to establish credit, and other resources to pay costs and to service debt related to such contract.

G. The City desires to enter into certain agreements as provided in Article II below, which shall induce the Library to purchase the Contract Property and to develop the Property as contemplated in the Concept Plan (as hereinabove defined) and to construct certain public improvements thereon, as hereinafter provided.

H. Among the matters of mutual inducement which have resulted in the Agreement are the following:

1. The Parties have determined that assistance from the City to the Library to assist in the development of the Property as contemplated in the Concept Plan would be beneficial to both the Library and the City.

2. The City, after careful consideration, has determined that the development of the Property as contemplated in the Concept Plan will further the growth of the City, improve the environment of the City, provide additional and enhanced services to the City, foster increased economic activity within the City, increase employment opportunities within the City, and otherwise be in the best interest of the City and its residents and taxpayers by furthering the health, safety, and welfare of its residents and taxpayers, and the City is therefore willing to enter into this Agreement with the Library and, among other things, to make the commitments as provided herein.

3. The City and Developer acknowledge that the development of the Property as contemplated in the Concept Plan requires assistance from the City in order to complete such development and that, but for the assistance given by the City, the development of the Property as contemplated in the Concept Plan would not be viable at this time.

I. All other and further notices, publications, procedures, public hearings, and other matters attendant to the consideration and approval of this Agreement and other matters contained in this Agreement have been given, made, held, and performed by the City as required by Section 7-1-8 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/7-1-8 *et seq.*, and all other applicable statutes, and all applicable ordinances, regulations, and procedures of the City.

J. The Mayor and City Council of the City (hereinafter collectively referred to as the "Corporate Authorities") have considered the terms and provisions of this Agreement and, by an ordinance duly adopted by a majority vote of the City Council, have authorized the Mayor to execute, and the City Clerk to attest, to this Agreement on behalf of the City.

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual covenants and agreements herein made, the Parties hereby agree as follows:

I

**INTRODUCTION AND RECITALS; PART OF AGREEMENT**

The Parties acknowledged that the statements and representations contained in the foregoing introduction and recitals are true and accurate and such introduction and recitals are incorporated into this Agreement as if fully set forth in this Article I.

II

**ZONING AND DEVELOPMENT OF THE PROPERTY**

**2.01 Concept Plan.**

(a) The Corporate Authorities hereby approve the Concept Plan as a conceptual site development plan with the understanding and agreement that so long as the Library submits preliminary and final plans and plats in substantial conformance with the Concept Plan, such plans and plats shall be approved by the City in the ordinary course of the development plan review procedure, and that the City shall proceed with all due diligence in reviewing and approving the same; provided, however, it is understood that the Library may in the course of development of the Property make certain changes to the Concept Plan including, without limitation, changes in building size, and signs, and provision for certain amenities and that so long as such changes do not conflict with a specific provision contained elsewhere in this Agreement or affect the essential character of the proposed development, such changes shall be reviewed and, if in substantial compliance with the terms of this Agreement or if otherwise acceptable to the City, the City shall review and approve the same.

(b) The Parties acknowledge that the City has previously held a public hearing and enacted a certain ordinance vacating that portion of North Third Street as depicted on the Concept Plan, with such approval to vacate the right of way being conditioned upon the Parties entering into this Agreement, and the Library successfully obtaining a building permit for the Library Addition. Upon Library's election to commence construction of the Library Addition, the Corporate Authorities shall enact such ordinances, adopt such resolutions, and take such other actions as are necessary to approve the Library's preliminary plan for the Property including those variations, exceptions, and departures contained herein (said plan hereinafter sometimes collectively referred to as the "Preliminary Plan") provided that the Preliminary Plan is in substantial conformance with the Concept Plan. The City Manager shall also then be authorized to execute an official notice on behalf of the City, recognizing that the conditions precedent to vacating the North Third Street right of way have been satisfied, and that the right of way is thus vacated. The ordinance vacating the right of way, accompanied by the above-mentioned notice, shall then be recorded with the DeKalb County Recorder of Deeds.

(c) Upon mutual agreement of the City and Library, the City shall grant such other relief, including necessary variations, exceptions, or departures from applicable City codes and ordinances, as may be necessary to permit the development of the Property in general conformance with the Concept Plan and the Preliminary Plan.

**2.02 Zoning.** Concurrently with the approval of this Agreement, the Corporate Authorities shall enact such ordinances, adopt such resolutions, and take such other actions as are necessary to zone the Property in the "PD-C" zoning district classification. The "PD-C" zoning classification shall become a permanent zoning classification for the Property (unless the City and Library hereafter mutually agree to change or amend the zoning for the Property) which shall remain in effect throughout the Term of this Agreement and thereafter unless and until amended in the manner provided by law for the amendment of zoning classifications. The City acknowledges that the Library has and will expend substantial sums of money in reliance upon such zoning and will be detrimentally affected if the Property is rezoned without Library's consent.

**2.03 Buildings on Zoning Lot.** One building may be placed upon the Property without requirement of subdivision or resubdivision.

**2.04 Plan Approval Process.** The City and Library agree that a Final Development Plan for improvements to the Property shall be subject to review and approval of the Planning and Zoning Commission and City Council. Such review and approval shall not require further public hearings, and such approval shall not be unreasonably withheld if said plan is in conformity with the approved Preliminary Plan.

### III

#### **CODES AND ORDINANCES; FEES**

**3.01 Codes and Ordinances; Conflict with Agreement.** To the extent of any conflict, ambiguity, or inconsistency between the terms, provisions, or standards contained in this Agreement and the terms, provisions, or standards, either presently existing or hereafter adopted, of the Development Ordinance and any other City code, ordinance, or regulation, the terms, provisions, and standards of this Agreement shall govern and control.

**3.02 Amendments, Minor and Major.**

*Minor Changes:*

Minor changes in the location, siting and height of buildings and structures may be authorized by the City Manager or his/her designee without additional public hearings if required by engineering or other circumstances not foreseen at the time the final plan was approved. No change authorized by this subsection may cause any of the following:

- a. A change in the use or character of the development;
- b. An increase in overall coverage of structures;
- c. An increase in the intensity of use;
- d. An increase in the problems of traffic circulation and public utilities;
- e. A reduction in approved open space;
- f. A reduction of off-street parking and loading space;
- g. A reduction in required pavement widths.

*Major Changes / Plan Amendments:*

All other changes in use, or rearrangement of lots, blocks and building tracts, or any changes in the provision of common open spaces and changes other than listed above, must be approved by the City Council after report of the planning and economic development staff and recommendation by the Planning and Zoning Commission. Such amendments may be made only if they are shown to be required by changes in conditions that have occurred since the final plan was approved or by changes in community policy.

Any changes to the approved final plan must be recorded as amendments in accordance with the procedures and requirements of Article 20, "Amendments." Additionally, the City Council shall require the applicant to re-file his application subject to the requirements of this Section as if it were an entirely new application.

**3.03 Codes and Ordinances; Amendments.** All codes, ordinances, rules and regulations of the City in effect as of the date hereof shall continue in effect insofar as they relate to the development of the Property during the entire term of this Agreement except for amendments mandated by state or federal requirements pertaining to the public's health and safety. All codes, ordinances, rules, and regulations of the City in effect as of the date hereof which relate to building, plumbing, electrical, and related restrictions affecting development of the Property shall continue in effect insofar as they relate to the development of the Property during the entire term of this Agreement, except as otherwise provided herein and except to the extent that said codes, ordinances, rules, and regulations are amended on a general basis so as to be applicable to all property within the City for purposes of furthering the public health and safety. Notwithstanding the foregoing provisions of Section 4.01 and 4.02, if any City code, ordinance, or regulation is hereinafter adopted, amended, or interpreted so as to be less restrictive upon Library with respect to the development of the Property than is the case under the existing law,

then at the option of the Library, such less restrictive amendment or interpretation shall control.

**3.04 Fees.** The City agrees that no zoning fees are payable by Library for rezoning the Property except for direct costs associated with the legal notice publication

#### IV

### **STORM DRAINAGE**

**4.01 Storm Drainage.** Library shall provide all necessary storm sewers, detention systems, and compensatory storage to develop the Property in compliance with the applicable provisions of the Development Ordinance. At the present time, the City believes that the capacity of the stormsewers are adequate to accommodate the proposed expansion of the Library.

#### V

### **RECORDING**

**5.01 Recording of Documents.** The library shall be responsible for recording this Agreement, amendments, plats and related documents requiring recordation with the DeKalb County Recorder of Deeds.

#### VI

### **GENERAL CONSTRUCTION MATTERS**

**6.01 Building Permits.** The City shall issue building permits for which the Library applies within twenty-one (21) days of the City's receipt of the last of the documents required by the United Development Ordinance and the DeKalb Municipal Code to support such application. If the application is denied, the City shall provide Library with a written statement specifying the reasons for denial of the application, and a list of additional materials and information required to obtain approval, including specifications of the requirements of the law which the application or supporting documents fail to meet. The City shall issue such building permits upon the Library's compliance with those requirements. In the event (a) the City intends to forward materials in support of any request or application to an independent consultant for review, and (b) such materials are to be forwarded because of the extraordinary number of requests and applications then being processed or specialized review allowing the City to contract out Plan Review, the City shall notify the Library at the time of submission of the required plans and materials that the same are being forwarded for independent review and in such even the Library shall pay the cost of such review, and the twenty-one (21) days response period shall be extended to a period not to exceed thirty-one (31) days in total.

**6.02 Stop Work Orders.** The City shall not issue any stop work orders directing work

stoppage on any development of the Property or on the construction of any buildings or other improvements on the Property except if done in accordance with the locally-adopted codes and ordinances. All stop work orders shall set forth the section or sections of the applicable City code or ordinance alleged to have been violated and the exact nature of the violation and Library shall forthwith proceed to correct any such violations which may in fact exist.

**6.03 Certificates of Occupancy.** The City shall issue certificates of occupancy to the Library in a timely fashion, or issue a letter of denial informing the Library specifically what corrections are necessary as a condition to the issuance of a certificate and quoting the section of any applicable code, ordinance or regulation relied upon by the City in its request for correction. In the event adverse weather conditions prevent construction of final surface courses on private drives, final landscaping, and final exterior facade improvements a performance bond or letter of credit will be due to ensure the work is completed when the weather cooperates.

## VII

### FORCE MAJEURE

**7.01 Permitted Delays.** No Party shall be considered in breach of or in default of obligations under this Agreement, in the event of any delay caused by force majeure, including, without limitation damage or destruction by fire or other casualty, eminent domain, strike, lockout, civil disorder, war, restrictive governmental regulations, shortage of materials or fuel, acts of God, unusually adverse weather or wet soils conditions, or other cause beyond the reasonable control of any such Party. An extension of time for any such cause shall be for the period of the delay, which period shall commence to run from the time of the commencement of the cause of any such delay, provided that written notice claiming such extension is sent by the Party claiming any such delay not more than thirty (30) days after commencement of the cause for delay.

## VIII

### MUTUAL ASSISTANCE

**8.01 Assistance.** The Parties shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms, including, without limitation, the giving of such notices, the holding of such public hearings, the enactment by the City of such resolutions and ordinances and the taking of such other actions as may be necessary to enable the Parties' compliance with the terms and provisions of this Agreement and may be necessary to give effect to the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms.

**8.02 Cooperation.** The Parties shall cooperate fully with each other in seeking from any or all appropriate governmental bodies (whether federal, state, county, or local) assistance required or useful for the construction or improvement of property and facilities in and on the Property or



for the provision of services to residents of the Property.

**8.03 Owner's Responsibilities.** Notwithstanding anything to contrary contained in this Agreement, the Owner shall only be responsible for the obligations of the Owner, if any, under this Agreement, and shall not be responsible for the obligations of the Library or City under this Agreement.

## IX

### **REMEDIES**

**9.01 Specific Performance.** Upon breach of this Agreement, any of the parties, in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance, or both. No action taken by any party hereto pursuant to the provisions of this Article XI or pursuant to the provisions of any other Article of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any party at law or in equity.

**9.02 Notice of Breach.** In the event of a breach of this Agreement, the Parties agree that the party alleged to be in breach shall have thirty (30) days after written notice of said breach to correct the same prior to the non-breaching party's seeking of any remedy provided for herein (provided, however, that said thirty (30) day period shall be extended if the defaulting party has initiated the cure of said default and is diligently proceeding to cure the same).

**9.03 Costs and Fees.** If any of the Parties shall fail to perform any of its obligations hereunder, and the party affected by such default shall have given written notice of such default to the defaulting party, and such defaulting party shall have failed to cure such default within thirty (30) days of such default notice (provided, however, that said thirty (30) day period shall be extended if the defaulting party has initiated the cure of said default and is diligently proceeding to cure the same), then, in addition to any and all other remedies that may be available, either at law or in equity, the party affected by such default shall have the right (but not the obligation) to take such action as in its reasonable discretion and judgment shall be necessary to cure such default. In such event, the defaulting party hereby agrees to pay and reimburse the party affected by such default for all reasonable costs and expenses (including attorneys' fees and litigation expenses) incurred by it in connection with any action taken to cure such default.

**9.04 Non-Waiver of Default.** The failure of the Parties to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

## X

### TERM

**10.01 Term of Agreement.** This Agreement shall be binding upon the Parties and their respective successors and assigns for twenty (20) years, commencing as of the date hereof, and for such further term as hereinafter may be authorized by statute and by City ordinance. If any of the terms of this Agreement, or the annexation or zoning of the Property, is challenged in any court proceedings, then, to the extent permitted by law, the period of time during which such litigation is pending shall not be included in calculating said twenty (20) year period. The expiration of the term of this Agreement shall not affect the continuing validity of the zoning of the Property or any ordinance enacted by the City pursuant to this Agreement.

## XI

### MISCELLANEOUS

**11.01 Amendment.** This Agreement, and the exhibits attached hereto, may be amended only by the mutual consent of the Parties, by adoption of an ordinance, or by the City approving said amendment as provided by law, and by the execution of said amendment by the Parties or their successors in interest. Notwithstanding the foregoing, where the subject matter of an amendment to this Agreement affects an unrelated portion of the Property only, such amendment need be executed only by the City and the then owner of such portions of the Property.

**11.02 A severability.** If any provision, covenant, agreement, or portion of this Agreement or its application to any person, entity, or property is held invalid, such invalidity will not affect the application or validity of any other provisions, covenants, or portions of this Agreement, and to that end, all provisions, covenants, agreements, and portions of this Agreement are declared to be severable. If for any reason the zoning of the Property is ruled invalid, in whole or in part, the Corporate Authorities, as soon as possible, will take such actions (including the holding of such public hearings and the adoption of such ordinances and resolutions) as may be necessary to be given effect to the spirit and intent of this Agreement and the objectives of the Parties, as disclosed by this Agreement, provided that the foregoing shall be undertaken as the expense of the Library.

**11.03 Entire Agreement.** This Agreement sets forth all agreements, understandings, and covenants between and among the Parties. This Agreement supersedes all prior agreements, negotiations, and understandings, written and oral, and is a full integration of the entire agreement of the Parties.

**11.04 Survival.** The provisions contained herein shall survive the annexation of the Property and shall not be merged or expunged by the annexation of the Property to the City.

**11.05 Successors and Assigns.** This Agreement shall inure to the benefit of, and shall be

binding upon Library and its respective successors, grantees, lessees, and assigns and upon successor corporate authorities of the City and successor municipalities, and shall constitute a covenant running with the land. This Agreement shall not be assigned without the prior written approval of the City; such approval may not be unreasonably withheld except this Agreement may be collaterally assigned without the City's consent to any Holder of a collateral assignment. Upon said assignment and acceptance by an assignee, the assignor shall have no further obligations hereunder.

**11.06 Notices.** Any notice to be given or served hereunder or under any documents or instrument executed pursuant hereto shall be in writing and shall be (i) delivered personally, with a receipt requested therefor; or (ii) sent by telecopy facsimile; or (iii) sent by a recognized overnight courier service; or (iv) delivered by the United States registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the Parties at their respective addresses set forth below; and the same shall be effective (a) upon receipt or refusal if delivered personally or by telecopy facsimile; (b) one (1) business day after depositing such with an overnight courier service; or (c) two (2) business days after deposit in the mail, if mailed. A Party may change its address for receipt of notices by service of a notice of such change in accordance herewith. All notices by telecopy facsimile shall be subsequently confirmed by U.S. certified or registered mail.

If to City:                      City Manager  
    City of DeKalb  
    200 South Fourth St.  
    DeKalb, IL 60115

with a copy to:                Acting City Attorney  
    City of DeKalb  
    200 South Fourth St.  
    DeKalb, IL 60115

If to Library:                    DeKalb Public Library  
    309 Oak Street  
    DeKalb, IL 60115  
    Attention: Director

with a copy to:                Klein, Stoddard, Buck, Waller & Lewis, LLC  
    2045 Aberdeen Court, Suite A  
    Sycamore, IL 60178  
    Attention: Gary W. Cordes

**11.07 Time of Essence.** Time is of the essence of this Agreement and of each and every provision thereof.

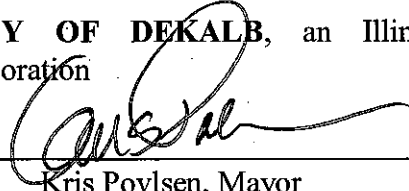
**11.08 City Approval.** Whenever any approval or consent of the City, or of any departments,

officials, or employees of the City is called for under this Agreement, the same shall not be unreasonably withheld, conditioned, or delayed.


**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the date first above written and by so executing each of the Parties warrants that it possesses full right and authority to enter into this Agreement.



**CITY OF DEKALB**, an Illinois municipal corporation

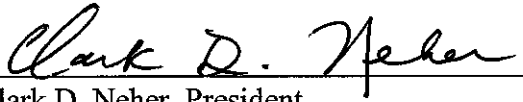
By:   
Kris Povlsen, Mayor

**ATTEST:**

  
Steve Kapitan, City Clerk

**LIBRARY:**

**DEKALB PUBLIC LIBRARY**, a unit of local government

By:   
Clark D. Neher, President

By:   
Susan Richter, Secretary

Prepared by:

Gary W. Cordes  
Klein, Stoddard, Buck, Waller & Lewis, LLC  
2045 Aberdeen Court, Suite A  
Sycamore, IL 60178

Return to:

City Clerk  
City of DeKalb  
200 South Fourth St.  
DeKalb, IL 60115

## Exhibit A

### EXHIBIT "A" SCHEDULE OF REAL ESTATE

#### Parcel 1

Lots 4 and 5 in Block 3 of Lewis Huntley's Addition to the Village (now City) of DeKalb, DeKalb County, Illinois.

PIN: 02-23-154-002

#### Parcel 2

Lots 7 and 8 in Block 2 in Lewis Huntley's Addition to the Village (now City) of DeKalb, according to the plat thereof recorded in Book "A" of Plats, page 8 1/4 on June 9, 1855 in DeKalb County, Illinois.

PIN: 08-23-153-006

#### Parcel 3

Lot "A" in the resubdivision of Lot 1 in Block "B" of the original Town (now City) of DeKalb, DeKalb County, Illinois.

PIN: 08-23-156-001

#### Parcel 4

Lot "B" in the resubdivision of Lot 1 in Block "B" of the original Town (now City) of DeKalb, DeKalb County, Illinois.

PIN: 08-23-156-002

#### Parcel 5

The West 65 feet of Lot 10 in Block "B" of the original Town (now City) of DeKalb, according to the plat thereof recorded in Book "A" of Plats, page 8 1/4 on December 19<sup>th</sup>, 1953, in DeKalb County, Illinois.

PIN: 08-23-156-009

#### Parcel 6

Lot 10 (except the West 65 feet thereof) in Block "B" of the original Town (now City) of DeKalb, according to the plat thereof recorded in Book "A" of Plats, page 8 1/4 on December 19<sup>th</sup>, 1953, in DeKalb County, Illinois.

PIN: 08-23-156-010

#### Parcel 7

Lot 6 in Block 2 in Lewis Huntley's Addition to the Village (now City) of DeKalb, according to the plat thereof recorded in Book "A" of Plats, page 8 1/4 on June 9, 1855 in DeKalb County, Illinois.

PIN: 08-23-153-007

Exhibit B

**nagle hartay**  
ARCHITECTS

**DEKALB PUBLIC LIBRARY  
EXPANSION STUDY**

SHEKAM  
SCALE: 1" = 40'  
DEVELOPMENT AGREEMENT REVIEW: 28 SEPTEMBER 2014  
© naglehartay architects

