

**VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL WORKSHOP
SEPTEMBER 8, 2009 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
First Amendment to the Redevelopment Agreement for Acadia on the Green	<ul style="list-style-type: none"> ✓ Resolution ✓ Ordinance Motion Discussion Only 	David Fieldman Village Manager

SYNOPSIS

An ordinance and resolutions have been prepared for an amendment to the redevelopment agreement between the Village and Acadia OTG LLC. The amendment would

- provide a credit from the purchase price for the Phase III property for improvements made by the developer above and beyond the requirements of the redevelopment agreement
- extend the schedule for the developer's purchase of the final phase of the development
- accept certain public improvements and reduce the letter of credit posted by the developer
- accept a grant of easement for public alley purposes
- grant an easement to the developer for the maintenance of the village green space
- approve the lease of first floor tenant space to ATI physical therapy and fitness center

STRATEGIC PLAN ALIGNMENT

The Five Year Plan and Goals for 2008-2013 identified *Authentic Downtown – The Heart of Our Community* and *Strong Diverse Local Economy*.

FISCAL IMPACT

The addendum would allow for a credit on the purchase price of the property at 5117 Main Street in the amount of \$25,000 for specific improvements made by the developer above and beyond the improvements required to be constructed per the terms of the redevelopment agreement. With the application Acadia OTG LLC would pay \$461,000 for this property. The funds would be deposited in the Downtown Tax Increment Financing fund.

RECOMMENDATION

Approval on the September 15, 2009 active agenda.

BACKGROUND

In 2005 the Village and Acadia OTG LLC executed a redevelopment agreement for the Acadia on the Green development located at the southeast corner of Main Street and Burlington Avenue.

Credit for the Purchase Price of the Phase III Property

The developer has substantially completed the development. In addition to completing the improvements required by the redevelopment agreement, the developer constructed a retaining wall near a ComEd utility appurtenance and paved the private portions of the alley located west of the development behind the Heritage House Florist property. The retaining wall was required for the Village to complete the burial of the overhead utilities. The paving of the private portion of the alley was not required by the redevelopment agreement, however, the Village and developer were working cooperatively with the alley owners to pave

this area to improve its appearance and function. These improvements cost the developer approximately \$25,000 (\$10,000 for the retaining wall and \$15,000 for the alley paving). The amendment states that the Village would provide a credit to the developer for the purchase of the property at 5117 Main Street in the amount of \$25,000 to compensate the developer for the construction of the retaining wall and the paving of the private portions of the alley.

Schedule for Purchasing the Phase III Property

The redevelopment agreement states that the developer must purchase the property located at 5117 Main Street no later than November 2009. The addendum would extend the purchase date to November 2010.

Acceptance of Public Improvements

The redevelopment agreement requires the developer to complete all public improvements associated with the development. To date, the developer has completed all elements of the public improvements except for portions of the street lighting system. The amendment accepts the public improvements completed to date, reduces the public improvement letter of credit accordingly and requires that the remaining improvements to the street lighting system be completed within 60 days. A separate resolution has been prepared authorizing acceptance of public improvements and reducing the letter of credit.

Acceptance of a Grant of Easement

There is an existing alley located west and south of building 1, adjacent to the Heritage House Florist property. This alley is owned by the developer. The amendment requires the developer to grant an easement for public alley purposes over a portion of the alley. The easement is intended to improve the functionality of the alley.

Granting an Easement

Pursuant to Section 9.7 of the redevelopment agreement, the Village shall grant an easement to the developer for the maintenance of the village green area near the southeast corner of Mochel and Burlington. The easement would be granted as part of this action. A separate resolution has been prepared granting this easement.

Approval of the Lease of First Floor Space to ATI Physical Therapy and Fitness Center

The redevelopment agreement states that unless the Village approves otherwise in advance in writing, not less than 90 percent of all leased first floor area shall be leased to retail sales tax producing tenants. The developer has requested that approximately 10,000 square feet of tenant space in Building 1 fronting on Mochel Drive and Burlington Avenue be leased to ATI Physical Therapy and Fitness Center. The proposed operations are described in the attached letter from ATI. The term of the lease would be 10 years with two five-year options to extend the lease. When evaluating the request, Village staff considered the impact of ATI on equalized assessed valuation, sales tax revenue, tenant mix and parking.

A comparison of the current and proposed tenant mix is provided below:

Tenant Mix	Current		Proposed	
	Square Footage	% of Total	Square Footage	% of Total
Retail	13,378	47%	13,378	47%
Non-Retail	1,846	7%	11,846	42%
Vacant	13,078	46%	3,078	11%
TOTAL	28,302	100%	28,302	100%

The primary source of revenue for the Downtown Tax Increment Financing District is property tax receipts. The amount of property tax revenue received is based on the Equalized Assessed Value of the

properties located within the district. The 10,000 square foot tenant space is expected to generate approximately \$50,000 per year in property tax revenue.

If ATI occupies the tenant space, very little retail sales tax would be generated. Typical retail tenants in the downtown generate about \$150 per square foot in annual retail sales. If the space were occupied by retail tenants, the Village would expect approximately \$26,250 per year in annual sales tax revenue.

In some cases, non-retail tenants tend to attract other non-retail tenants within the same or nearby tenant spaces. Since the redevelopment agreement states that the Village must approve non retail sales tax producing uses in excess of 10% of the tenant space, the Village would be able to individually consider all non retail sales tax producing tenants that would like to occupy Acadia on the Green.

ATI has indicated that their customers will likely be physical therapy patients referred to ATI from physicians throughout the community, people residing in or around the downtown area, commuters that park in the nearby parking deck and employees of the downtown businesses. These customers are likely to patronize other downtown businesses during their trip to ATI or other separate trips to the downtown area. These customers are not likely to negatively impact other downtown businesses.

The expected parking demand for ATI is the same as the parking demand for general retail uses. Both uses require approximately 3.5 spaces per thousand square feet. Since the parking demand for ATI is the same as general retailers, there should be no negative impact on parking within the downtown system.

ATTACHMENTS

Ordinance Authorizing Execution of the First Amendment to the Redevelopment Agreement

Resolution Accepting Public Improvements

Resolution Granting an Easement

Letter of Support from the Downers Grove Economic Development Corporation

Letter of Support from the Downers Grove Downtown Management Corporation

ORDINANCE NO. _____

**AN ORDINANCE APPROVING EXECUTION OF A FIRST AMENDMENT
TO THE REDEVELOPMENT AGREEMENT BETWEEN
THE VILLAGE OF DOWNERS GROVE
AND ACADIA ON THE GREEN, LLC**

BE IT ORDAINED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain First Amendment to the Redevelopment Agreement (the “First Amendment”), between the Village of Downers Grove (the “Village”) and Acadia on the Green, LLC (the “Developer”), as set forth in the form of the First Amendment submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the First Amendment, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the First Amendment.

4. That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

5. That this Ordinance shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____
Village Clerk

**FIRST AMENDMENT TO THE REDEVELOPMENT AGREEMENT BETWEEN
THE VILLAGE OF DOWNERS GROVE AND ACADIA ON THE GREEN, LLC**

THIS FIRST AMENDMENT TO THE REDEVELOPMENT AGREEMENT between the Village of Downers Grove and Acadia on the Green, LLC (“First Amendment”), is made and entered into as of the ____ day of _____ (“Agreement Date”) by and between the **VILLAGE OF DOWNERS GROVE, ILLINOIS**, an Illinois municipal home rule corporation, located in DuPage County, Illinois (the “Village”), and **ACADIA ON THE GREEN, LLC** (the “Developer”).

WHEREAS, the Village and the Developer entered into a Redevelopment Agreement for Acadia on the Green (the “Project”) dated September 20, 2005 incorporated herein by reference as Exhibit A (the “Agreement”); and

WHEREAS, the Developer has installed the required public improvements, except for portions of the public streetlight system, pursuant to Article 6 of the Agreement; and

WHEREAS, the Village has determined that it is desirable and in the Village’s best interests to assist the Developer in the manner set forth herein; and

WHEREAS, this First Amendment has been submitted to the Corporate Authorities of the Village for consideration and review, the Corporate Authorities have taken all actions required to be taken prior to the execution of this First Amendment in order to make the same binding upon the Village according to the terms hereof, and any and all actions of the Corporate Authorities of the Village precedent to the execution of this First Amendment have been undertaken and performed in the manner required by law; and

WHEREAS, this First Amendment has been submitted to the Principals of the Developer for consideration and review, which Principals have taken all actions required to be taken prior to the execution of this First Amendment in order to make the same binding upon the Developer according to the terms hereof, and any and all action of the Developer precedent to the execution of this Agreement have been undertaken and performed in the manner required by law.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree and that the Redevelopment Agreement, dated September 20, 2005, shall be amended as follows:

A. Incorporation of Recitals:

The findings, representations and agreements set forth in the above Recitals are material to this First Amendment and are hereby incorporated into and made a part of this First Amendment as though fully set out in this First Amendment, and constitute findings, representations and agreements of the Village and of the Developer according to the tenor and import of the statements in such Recitals.

B. The following paragraphs shall be added at the end of Section 6.4 of the Agreement:

From time to time, the Village may request that the Developer perform additional work to add to the Public Improvements contemplated under the Agreement. This additional work shall collectively be referred to as the "Additional Public Improvements". The Village and the Developer shall agree in writing on the scope, price and timing of the Additional Public Improvements.

The cost of the Additional Public Improvements shall not be subject to the cap on the cost of Public Improvements as set forth in Section 4.2(b) of the Agreement. Section 6.5, 6.6 6.7 and 6.8 of the Agreement, governing inspection, dedication, maintenance, transfer of ownership and guaranty of Public Improvements, shall apply to the Additional Public Improvements. The price for the Additional Public Improvements shall be applied as a credit to the purchase price for the Phase III property, or if such Additional Public Improvements are authorized by the Village following the purchase of the Phase III property, shall be payable to the Developer within sixty (60) days of completion and submission of an invoice by the Developer.

C. Pursuant to Section 6.4 of the Agreement, the Village has requested and the Developer has agreed to construct the following Additional Public Improvements at the following price:

1. Pave private alleys adjacent to Outlot B in the amount of \$15,000.
2. Install a retaining wall on the south side of Building 3, immediately north of Building 2 for the purpose of maintaining the utility appurtenances at that location in the amount of \$10,000.

- D. Pursuant to Article 5.1, the Village hereby grants the Development approval to lease approximately eleven thousand (11,000) square feet of retail space in Building 1 to ATIPT. The use of the tenant space shall substantially conform to the business plan and floor plan attached hereto and incorporated herein as Exhibit B. Said approval is granted solely for ATIPT, and is not transferable or assignable without written consent from the Village.
- E. Pursuant to Article 7, the Village agrees to accept a portion of the completed Public Improvements, as more expressly depicted in the attached Exhibit C, and reduce the Letters of Credit accordingly. The Developer agrees to complete all remaining outstanding Public Improvements, including the improvements to the public streetlight system as described in the attached Exhibit D, within sixty (60) days from the date of this First Amendment. Upon future acceptance of the outstanding Public Improvements, the Letters of Credit shall be further reduced accordingly. In the event the Developer fails to complete the public streetlight system improvements as described in Exhibit D, the Village may draw on the Public Improvement Letter of Credit to complete the improvements. The acceptance of the Public Improvements and reduction of letters of credit will be memorialized by formal Village Resolution.
- F. The Developer agrees to grant the Village an easement for public alley purposes over a portion of Outlot B, as more clearly depicted in Exhibit E, attached hereto and incorporated herein by reference
- G. Article 4.1 (b) (iii) and Exhibit D "Curtiss Development Schedule" shall be amended to reflect that the required closing date for Phase III of the Project shall occur no later than November 1, 2010. Accordingly the remaining tasks and deadlines on Exhibit D shall be adjusted to reflect a one (1) year extension.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed on or as of the day and year first above written.

VILLAGE OF DOWNERS GROVE, an Illinois
municipal corporation

ACADIA ON THE GREEN, LLC n Illinois
limited liability corporation

By: Mayor

By: Vice-President

ATTEST:

ATTEST:

By: Village Clerk

By:

1\mw\agr.09\Acadia-RDA-Amd-final-8-12-09

LIST OF EXHIBITS

- EXHIBIT A: Redevelopment Agreement
- EXHIBIT B: ATIPT Business Concept
- EXHIBIT C: Public Improvements Acceptance Schedule
- EXHIBIT D: Improvements to Public Lighting System
- EXHIBIT E: Grant of Easement

SERVICES

PHYSICAL THERAPY

WORK
CONDITIONING/HARDENING
(F.I.R.S.T.™)

FUNCTIONAL CAPACITY
EVALUATIONS

SPORTS MEDICINE

WOMEN'S HEALTH

ILLINOIS

AURORA/FOX VALLEY

AURORA (WEST)

BOLINGBROOK (EAST)

BOLINGBROOK (WEST)

BOURBONNAIS

CAROL STREAM/WHEATON

CHICAGO/AVONDALE

CHICAGO/BEVERLY

CHICAGO/BRICKTOWN

CHICAGO/MIDWAY

CHICAGO/NORTH PARK

DARIEN

ELMHURST

FOREST PARK

GENEVA

GLENN ELLYN

HICKORY HILLS

JOLIET

JOLIET (SOUTH)

LOCKPORT

LOMBARD

MATTESON

MORRIS

NAPERVILLE (EAST)

NAPERVILLE (NORTH)

NAPERVILLE (SOUTH)

NEW LENOX (EAST)

NEW LENOX WEST

OSWEGO

PLAINFIELD

PLAINFIELD HAND CLINIC

ROCKFORD

SHOREWOOD

TINLEY PARK

WILLOWBROOK

WINFIELD

WOMEN SERVING WOMEN

WISCONSIN

GREENFIELD

KENOSHA

MEQUON

MILWAUKEE - THIRD WARD

NEW BERLIN

WAUKESHA

ATI



Physical Therapy

Making a positive difference in the life of our patients, employees and the community through the pursuit of excellence in service and the patient experience.

August 19, 2009

The Village of Downers Grove
2001 Butterfield Road, Suite 120
Downers Grove, IL 60515

Dear Sir/Madam:

Established in 1996, ATI Physical Therapy opened its first clinic in Willowbrook, IL and was instrumental in developing customized one-to-one physical therapy and research-based work/conditioning hardening programs. The trademarked F.I.R.S.T.™ (Functional Integration of Strength Training) work conditioning/hardening program evolved from extensive research and input from orthopedic surgeons, physical therapists, athletic trainers, exercise physiologists, and bio-mechanists. The F.I.R.S.T.™ program has gained international recognition for its success.

ATI has continued to flourish by distinguishing itself in the industry and taking a proactive approach toward patient care. ATI is continually improving and expanding its services. ATI has a specialty clinic for healthcare needs unique to women. ATI provides on-site athletic training services for universities, high schools, clubs, and professional athletic teams. Through the F.I.R.S.T.™ program, ATI has successfully returned more than 5,000 injured workers to their careers. ATI has a dedicated in-house research department to improve rehabilitation outcomes through basic science, transitional research, evidence-based medicine and cost-benefit analysis. ATI's Center for Excellence is a state-of-the-art internal training center dedicated to continuing education, training, and career advancement for all ATI employees. In 2003, ATI Physical Therapy established the ATI Foundation, a non-profit organization benefiting children in need of resources and funding due to medical complications and disabilities to give back to the communities it serves. ATI owns and operates a van service to provide patients who are unable to drive or are without transportation with a complimentary commute to and from therapy sessions.

ATI's accomplishments can be attributed to its team of carefully assembled employees. ATI's mission "to exceed customer expectations by providing the highest quality care in a friendly and encouraging environment" is of utmost importance to ATI employees. ATI provides one-to-one care for a variety of orthopedic rehabilitation needs; patients are seen by a licensed provider at every appointment.

This employee dedication has resulted in ATI's reputation as the superior provider of outpatient rehabilitation services. In 2006, ATI Therapy was awarded the Best Physical Therapy Practice in the Nation recognition from ADVANCE Rehabilitation

ATI CORPORATE HEADQUARTERS: 790 REMINGTON BLVD. BOLINGBROOK, IL 60440
PHONE: (630) 296-2222 · FAX: (630) 759-6106 · WWW.ATIPT.COM

Exhibit B

Magazine at the APTA's (American Physical Therapy Association) annual conference.

Please find below several pertinent facts on ATI Physical Therapy and what is planned to provide the Village of Downers Grove and its residents. With the help and approval of the Village, ATI expects this venture to be a unique and exciting opportunity to serve the members of the community for years to come.

1. Proposed operations:

- a. ATI Physical Therapy is an outpatient rehabilitation provider with over 40 locations in IL (total of 80 locations in 5 states IL, WI, DE, MD, PA).
- b. ATI Physical Therapy proposes to open an outpatient physical therapy center with an adjacent to a fitness center in downtown Downers Grove at Acadia on the Green.
- c. The approximately 3,000 square foot physical therapy center will be servicing members of the Downers Grove community for various orthopedic injuries and concerns.
- d. ATI is familiar with local referral sources and look forward to working with the Downers Grove medical community.
- e. The approximately 7,000 square foot fitness facility will be a first class, neighborhood gym offering convenience to commuters and also people working and living throughout the Downers Grove community.
- f. ATI projects the Downers Grove fitness center to have up to 2,000 members, with 20 to 30 employees.
- g. Hours of Operation:
 - i. PT center – 8 AM to 7 PM
 - ii. Fitness Center – 5 AM to 10 PM
- h. ATI anticipates the clinic will see 30 to 40 patients per day, and have up to 10 employees.
 - i. Patient visits to the clinic are approximately 45 minutes to one hour in duration
 - i. Fitness industry research shows about 15 to 20 percent of membership utilizes the gym daily or approximately 300-400 workouts per day.
 - i. Fitness member visits will range from approximately 30 minutes to one and one half hours.
- j. Peak gym hours are typically before work (5 to 8 AM) and after work (4 to 8 PM)
- k. Rate:
 - i. The structure is not finalized, but anticipates the per month range for a basic membership around approximately \$50.00 per month.

2. Demographics

- a. The PT clinic services people of all ages with orthopedic concerns, ages 8 to over 80.

- b. The Fitness Center will focus on members from ages 18 and up. Research indicates that most members/patients will live within 20 minutes of the center, but with the commuter station we may see people from further away.

3. Miscellaneous

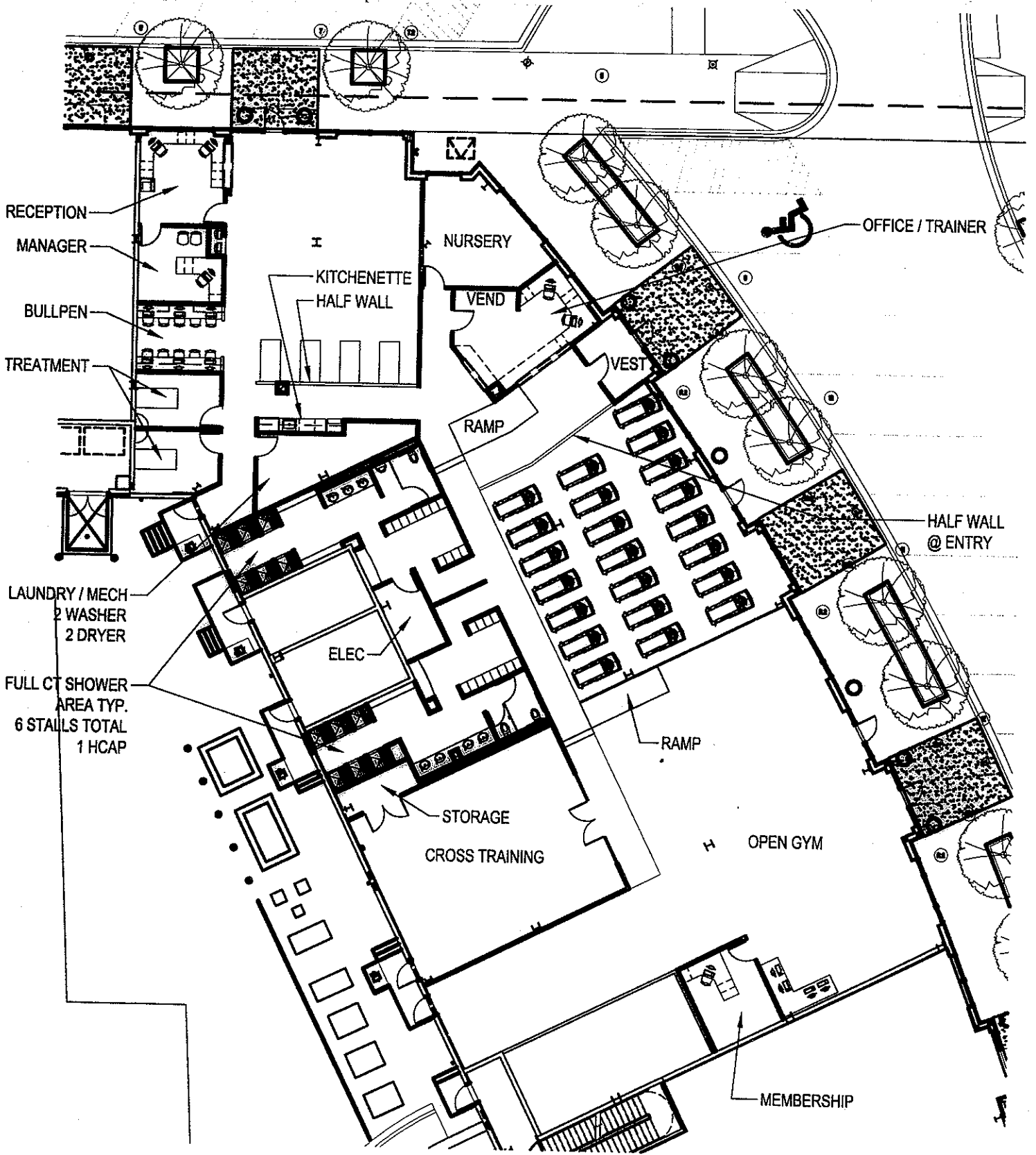
- a. ATI projects that the fitness center will have a synergistic effect and compliment the downtown business community of Downers Grove. Since the fitness center will not have a café, the morning crowd may eat at Egg Harbor or pick up from Lemon Tree prior to beginning their day.
- b. Conversely, the after work visitor will frequent Lemon Tree post work out for their grocery shopping or dine at one of the area restaurants.
- c. ATI believes the fitness center offers community members and visitors an opportunity to frequent as well as remain in the downtown area longer, contributing to the mutual success of all surrounding businesses.
- d. Commuters:
 - i. ATI anticipates that commuters will be attracted to the convenience of the fitness center, either before or after work. At this time, we cannot accurately determine the actual number of commuters that will be drawn to the location, but we are actively looking to market to and service this demographic.

Thank you for your time and consideration and we look forward to a long and mutually beneficial relationship with the Village of Downers Grove and its residents. If there are any additional questions, comments or concerns, please contact us at any time.

Sincerely yours,



Greg Steil
Chief Executive Officer



1 **ATI - DOWNERS GROVE**

SCALE: 1" = 20'-0"

08.04.09

C.M. LAVOIE & ASSOCIATES, INC.
 1050 STATE ROUTE 126
 PLAINFIELD, ILLINOIS 60544

FINAL ENGINEERING
 ENGINEER'S OPINION OF PROBABLE COST
 LOC REDUCTION # 1 - PUBLIC IMPROVEMENTS

PROJECT ACADIA ON THE GREEN
 LOCATION NORTH SIDE OF CURTISS, BETWEEN MAIN AND WASHINGTON
 DOWNERS GROVE, ILLINOIS

PROJECT MANAGER: MDC

DATE: 8/11/2009

CLIENT NAME ACADIA OTG, LLC
 4927 Main Street
 Skokie, IL 60077

PROJECT NUMBER: 05-164

PER PLANS LAST REVISED: 11/7/2005

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	PERCENT COMPLETE	AMOUNT REMAINING
EARTHWORK / REMOVAL							
1	PULL DEPTH BITUMINOUS PAVEMENT REMOVAL	4,167	SY	\$10.00	\$41,670.00	100%	\$ -
2	FULL DEPTH CONCRETE PAVEMENT	418	SY	\$10.00	\$4,180.00	100%	\$ -
3	CURB AND GUTTER REMOVAL	1,540	LF	\$5.00	\$7,700.00	100%	\$ -
4	SIDEWALK REMOVAL	12,492	SF	\$5.00	\$62,460.00	100%	\$ -
5	STORM SEWER REMOVAL (INCLUDES STRUCTURES)	459	LF	\$12.00	\$5,508.00	100%	\$ -
6	STREET LIGHT REMOVAL (DOES NOT INCLUDE COM ED RELOCATION)	13	EA	\$750.00	\$9,750.00	100%	\$ -
7	MISCELLANEOUS REMOVAL (BOLLARDS, PLANTERS, ETC...)	1	LS	\$10,000.00	\$10,000.00	100%	\$ -
8	PUBLIC UTILITY RELOCATION / REMOVAL	1	LS	\$120,000.00	\$120,000.00	100%	\$ -
9	BUILDING REMOVAL	1	LS	\$80,000.00	\$80,000.00	100%	\$ -
EARTHWORK / REMOVAL SUBTOTAL					\$311,278.00		
PAVEMENT							
10	1 1/2 INCH BITUMINOUS SURFACE COURSE, CL I, TYPE 3	282	TON	\$52.00	\$13,628.18	100%	\$ -
11	PRIME COAT (0.10 GAL / SY)	305	GAL	\$1.20	\$366.00	100%	\$ -
12	2 INCH BITUMINOUS BINDER COURSE, CL I, TYPE 2	350	TON	\$46.00	\$16,100.00	100%	\$ -
13	PRIME COAT (0.25 GAL / SY)	782	GAL	\$1.20	\$938.40	100%	\$ -
14	8 INCH BITUMINOUS BASE COURSE, CL I, TYPE 1	1,051	TON	\$45.00	\$47,295.00	100%	\$ -
15	4 INCH COMPACTED GRANULAR SUBBASE, TY B (CA-6)	680	TON	\$13.50	\$9,180.00	100%	\$ -
16	88.12 CURB AND GUTTER	1,948	LF	\$14.50	\$28,246.00	100%	\$ -
17	PCC CONCRETE PAVEMENT	337	SY	\$45.00	\$15,165.00	100%	\$ -
18	PCC WALK, 5 INCHES THICK	14,657	SF	\$3.50	\$51,300.00	100%	\$ -
19	PAVEMENT MARKINGS	2,479	LF	\$0.75	\$1,859.25	100%	\$ -
PAVEMENT SUBTOTAL					\$182,632.12		
WATERMAIN							
20	8-INCH DIA, CL 52 WATER MAIN	260	LF	\$35.00	\$9,100.00	100%	\$ -
21	CONNECTION TO EXISTING 8 INCH DIWM	4	EA	\$2,500.00	\$10,000.00	100%	\$ -
22	1-1/2 INCH BUFFALO BOX	1	EA	\$600.00	\$600.00	100%	\$ -
23	3/4 INCH BUFFALO BOX	1	EA	\$350.00	\$350.00	100%	\$ -
24	8 INCH VALVE AND VAULT	1	EA	\$2,200.00	\$2,200.00	100%	\$ -
25	8-INCH PRESSURE CONNECTION AND VAULT	4	EA	\$4,800.00	\$19,200.00	100%	\$ -
26	FIRE HYDRANT W/ AUXILIARY VALVE	4	EA	\$2,500.00	\$10,000.00	100%	\$ -
27	TESTING AND CHLORINATION	1	LS	\$5,000.00	\$5,000.00	100%	\$ -
28	TRENCH BACKFILL (CA-6)	130	CY	\$22.00	\$2,860.00	100%	\$ -
WATERMAIN SUBTOTAL					\$59,321.20		
SANITARY SEWER							
29	8-INCH DIA, PVC SDR-26 SANITARY SEWER	79	LF	\$20.00	\$1,580.00	100%	\$ -
30	48 INCH MANHOLE, TY A W/ FRAME AND CLOSED LID	3	EA	\$2,450.00	\$7,350.00	100%	\$ -
31	TRENCH BACKFILL	50	CY	\$22.00	\$1,100.00	100%	\$ -
32	TESTING	1	LS	\$1,500.00	\$1,500.00	100%	\$ -
SANITARY SEWER SUBTOTAL					\$10,030.00		
STORM SEWER							
33	36-INCH DIA, RCP STORM SEWER	61	LF	\$50.00	\$3,050.00	100%	\$ -
34	24-INCH DIA, RCP STORM SEWER	624	LF	\$40.00	\$24,960.00	100%	\$ -
35	15-INCH DIA, RCP STORM SEWER	210	LF	\$25.00	\$5,250.00	100%	\$ -
36	12-INCH DIA, RCP STORM SEWER	339	LF	\$22.00	\$7,458.00	100%	\$ -
37	6" PVC STORM DRAIN FOR FUTURE FOUNTAIN	21	LF	\$20.00	\$420.00	100%	\$ -
38	48-INCH CATCH BASIN, TY A W/ FRAME AND GRATE	16	EA	\$2,100.00	\$33,600.00	100%	\$ -
39	60-INCH MANHOLE, TY A W/ FRAME AND GRATE	1	EA	\$2,800.00	\$2,800.00	100%	\$ -
40	24-INCH INLET, TY A W/ FRAME AND GRATE	5	EA	\$750.00	\$3,750.00	100%	\$ -
41	48-INCH MANHOLE TY A W/ FRAME AND GRATE	1	EA	\$2,000.00	\$2,000.00	100%	\$ -
42	REVISIONS TO PARKING DECK RESTRICTOR STRUCTURE	1	LS	\$5,000.00	\$5,000.00	100%	\$ -
43	REMOVE AND REPLACE PAVEMENT IN CURTISS STREET	1	LS	\$10,000.00	\$10,000.00	100%	\$ -
44	TRENCH BACKFILL	1,040	CY	\$22.00	\$22,880.00	100%	\$ -
STORM SEWER SUBTOTAL					\$120,988.00		
EROSION CONTROL / LANDSCAPING							
45	BARRIER FILTER	16	EA	\$11.00	\$176.00	100%	\$ -
46	TREES	22	EA	\$500.00	\$11,000.00	100%	\$ -
47	TOPSOIL RESPREAD AND SODDING	3,650	SY	\$4.00	\$14,600.00	100%	\$ -
EROSION CONTROL / LANDSCAPING SUBTOTAL					\$12,576.00		
LIGHTING							
48	STREET LIGHTS AND APPURTENANCES	25	EA	\$5,000.00	\$125,000.00	68%	\$ 40,000.00
49	CONDUIT AND WIRING	1	LS	\$12,500.00	\$12,500.00	100%	\$ -
LIGHTING SUBTOTAL					\$137,500.00		
MISCELLANEOUS							
50	TRAFFIC CONTROL	1	LS	\$5,000.00	\$5,000.00	100%	\$ -
51	MATERIAL TESTING	1	LS	\$2,500.00	\$2,500.00	100%	\$ -
MISCELLANEOUS SUBTOTAL					\$7,500.00		



M.M.D.G.

PROJECT TOTAL: **\$862,505.32**
 ORIGINAL LETTER OF CREDIT (110%): **\$948,755.86**
 WORK COMPLETE: **\$822,505.32**
 WORK INCOMPLETE: **\$40,000.00**
 10% MAINTENANCE ON COMPLETED WORK: **\$82,250.53**
 LETTER OF CREDIT FOR WORK INCOMPLETE (110%): **\$44,000.00**
 REVISED LETTER OF CREDIT AMOUNT: **\$126,250.53**

GRANT OF ACCESS EASEMENT

ADDRESS: 5104 -5128 Mochel Drive
Downers Grove, IL

P.I.N. # 09-08-303-029

The undersigned ACADIA ON THE GREEN, LLC, an Illinois limited liability corporation (the GRANTOR[S]) for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, grants, warrants and conveys to the VILLAGE OF DOWNERS GROVE, an Illinois municipal corporation (the "VILLAGE"), in the County of DuPage and State of Illinois, its successors and assigns, a perpetual non-exclusive easement and privilege on, over, across, in and through certain lands described below, for use as a public alley purpose with full and free right of ingress and egress for the purpose of a public alley on the real estate owned by the GRANTOR(S) situated in the County of DuPage, State of Illinois, and described as follows:

THE WEST 18.01 FEET OF THE NORTH 71.14 FEET OF OUTLOT B IN THE ACADIA ON THE GREEN SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS RECORDED AS DOCUMENT R2005-279310- AS MORE FULLY DESCRIBED IN EXHIBIT A

(Affects PIN 09-08-303-029; Common Address: 5104 -5128 Mochel Drive, Downers Grove, IL 60515)

Notwithstanding anything to the contrary herein, it is understood that the GRANTOR(S) hereby reserves the right to utilize the property which is the subject of the easement so long as it meets zoning requirements and does not reasonably interfere with easement rights granted hereunder which use shall specifically include but not be limited to the right to ingress and egress over, upon and through the property, and any and all other rights not inconsistent with use by the VILLAGE.

This easement shall run with the land and be binding upon the parties hereto, their successors and assigns.

Subscribed and sworn to before me
this ___ day of _____, 20__.

Notary Public

This document prepared by:
Village of Downers Grove Legal Department
801 Burlington Avenue
Downers Grove, IL 60515

GRANTOR(S) *

Signature

Print name

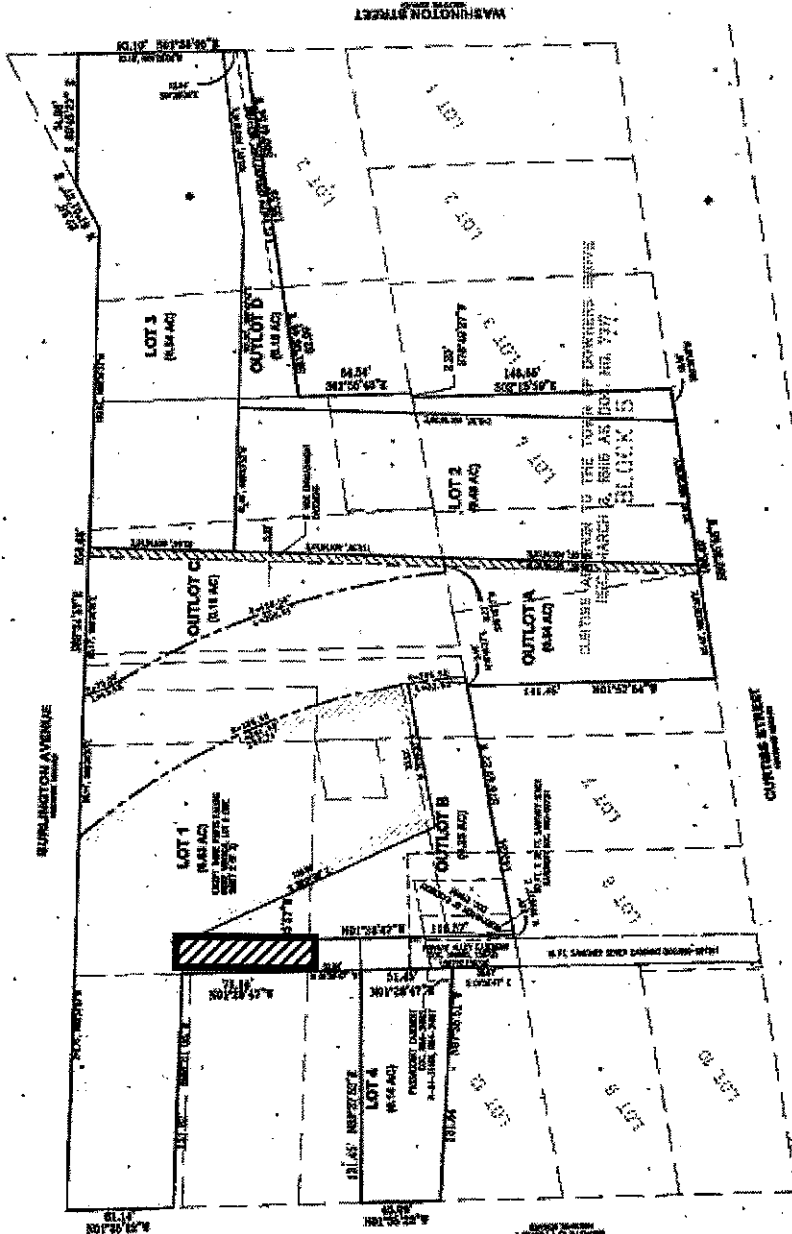
*Note: All persons having any type of ownership interest in the property should sign.

FINAL PLAT OF SUBDIVISION

ACADIA ON THE GREEN

BEING A SUBDIVISION OF PART OF THE WEST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH,
RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS.

PLAT
R22006-279310
DEC. 14, 2005
2:25 PM



RECORD INFORMATION

BOOK	PAGE	DATE
181-61	187-257	11-20-03
181-61	187-258	11-20-03
181-61	187-259	11-20-03
181-61	187-260	11-20-03
181-61	187-261	11-20-03
181-61	187-262	11-20-03
181-61	187-263	11-20-03
181-61	187-264	11-20-03
181-61	187-265	11-20-03
181-61	187-266	11-20-03
181-61	187-267	11-20-03
181-61	187-268	11-20-03
181-61	187-269	11-20-03
181-61	187-270	11-20-03
181-61	187-271	11-20-03

LOT SUMMARY

LOT #	ACRES	SQ. FT.
LOT 1	0.56	38,280
LOT 2	0.56	38,280
LOT 3	0.56	38,280
LOT 4	0.56	38,280
LOT 5	0.56	38,280
LOT 6	0.56	38,280
LOT 7	0.56	38,280
LOT 8	0.56	38,280
LOT 9	0.56	38,280
LOT 10	0.56	38,280

ACADIA ON THE GREEN
FINAL PLAT OF SUBDIVISION

DATE OF RECORDATION: 12/14/05
DATE OF SALE: 12/14/05

TP
C.M. JACOBS

ALL RIGHTS RESERVED BY THE SELLER UNDER THE TERMS OF THE SUBDIVISION PLAT. THE SELLER MAKES NO WARRANTY AS TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE BUYER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE BUYER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING ACCEPTANCE OF
PUBLIC IMPROVEMENTS – ACADIA on the GREEN SUBDIVISION**

WHEREAS, The Village Council has previously approved final plans for the Acadia on the Green Subdivision; and,

WHEREAS, Michael D. Millette, Village Engineer, has recommended acceptance of a portion of these public improvements with certain conditions, as well as modifications of the existing security.

NOW, THEREFORE, BE IT RESOLVED by the Village Council of The Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the Village hereby accepts a portion of those municipal public improvements constructed as part of the Acadia on the Green Subdivision generally located north of Curtiss Street and east of Main Street, in accordance with the approved plans and specifications, as more accurately depicted on attached Exhibit A.
2. That the Construction Security letters of credit, in the original amounts of \$946,000.00 and \$350,000.00, submitted by New England Builders may be released provided a new or amended Letter of Credit in the amount of \$126,250.53 is furnished to ensure the completion of the remaining public improvements and guarantee the maintenance of the Public Improvements in accordance with Section 6.8 of the Redevelopment Agreement, dated September 29, 2005.
3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.
4. That all resolutions or parts of resolutions in conflict with the provisions of the Resolution are hereby repealed.
5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Published:

Attest: _____

Village Clerk

NO.	DEPT.	NO.	DEPT.	NO.	DEPT.	NO.	DEPT.	NO.	DEPT.
1

NO.	DEPT.	NO.	DEPT.	NO.	DEPT.	NO.	DEPT.	NO.	DEPT.
1

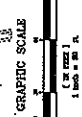
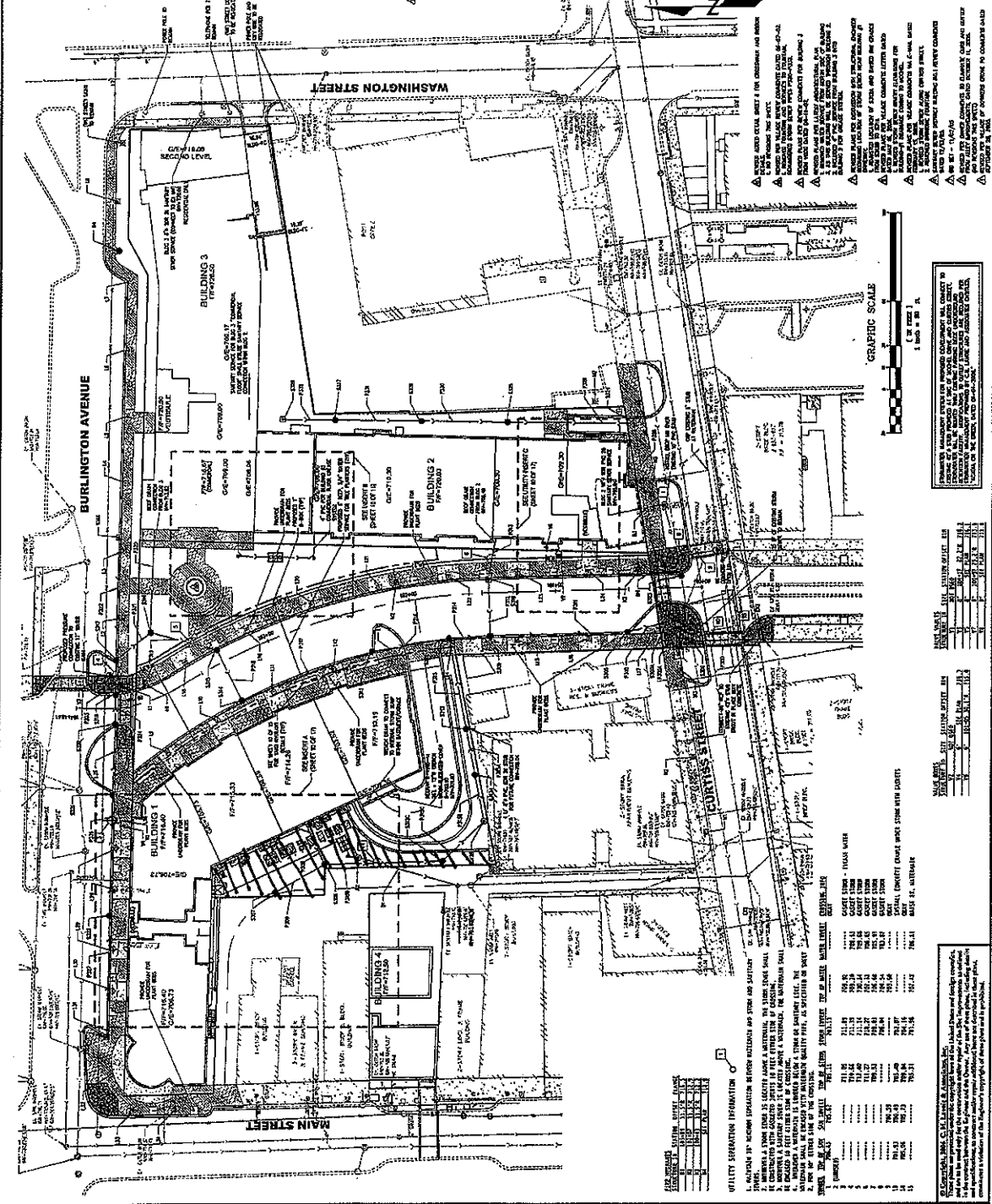
NO.	DEPT.	NO.	DEPT.	NO.	DEPT.	NO.	DEPT.	NO.	DEPT.
1

ACADIA ON THE GREEN

OWNER: BUREAU OF PUBLIC WORKS, CITY OF WASHINGTON
 CONTRACT NO. 100
 DATE: 10/1/41

UTILITY PLAN

NO. 1 OF 17



- ▲ WATER AND SEWER LINES TO BE INSTALLED AND LOCATED AS SHOWN ON THIS PLAN.
- ▲ ALL WATER LINES TO BE INSTALLED AND LOCATED AS SHOWN ON THIS PLAN.
- ▲ ALL SEWER LINES TO BE INSTALLED AND LOCATED AS SHOWN ON THIS PLAN.
- ▲ ALL STORM DRAINAGE LINES TO BE INSTALLED AND LOCATED AS SHOWN ON THIS PLAN.
- ▲ ALL UTILITIES TO BE INSTALLED AND LOCATED AS SHOWN ON THIS PLAN.
- ▲ ALL UTILITIES TO BE INSTALLED AND LOCATED AS SHOWN ON THIS PLAN.
- ▲ ALL UTILITIES TO BE INSTALLED AND LOCATED AS SHOWN ON THIS PLAN.
- ▲ ALL UTILITIES TO BE INSTALLED AND LOCATED AS SHOWN ON THIS PLAN.

NOTES:
 1. ALL UTILITIES TO BE INSTALLED AND LOCATED AS SHOWN ON THIS PLAN.
 2. ALL UTILITIES TO BE INSTALLED AND LOCATED AS SHOWN ON THIS PLAN.
 3. ALL UTILITIES TO BE INSTALLED AND LOCATED AS SHOWN ON THIS PLAN.
 4. ALL UTILITIES TO BE INSTALLED AND LOCATED AS SHOWN ON THIS PLAN.
 5. ALL UTILITIES TO BE INSTALLED AND LOCATED AS SHOWN ON THIS PLAN.
 6. ALL UTILITIES TO BE INSTALLED AND LOCATED AS SHOWN ON THIS PLAN.
 7. ALL UTILITIES TO BE INSTALLED AND LOCATED AS SHOWN ON THIS PLAN.
 8. ALL UTILITIES TO BE INSTALLED AND LOCATED AS SHOWN ON THIS PLAN.

UTILITY SYMBOLS:

SYMBOL	DESCRIPTION
.....	WATER MAIN
----	SEWER MAIN
---	STORM DRAINAGE
---	STREET LIGHT
---	TELEPHONE
---	GAS
---	ELECTRIC
---	TRUNK

MANUFACTURER'S DATA:

ITEM NO.	DESCRIPTION	QUANTITY
1
2
3
4
5
6
7
8
9
10

EXPLANATION OF SYMBOLS:
 ...
 ...
 ...

NOTES:
 1. ALL UTILITIES TO BE INSTALLED AND LOCATED AS SHOWN ON THIS PLAN.
 2. ALL UTILITIES TO BE INSTALLED AND LOCATED AS SHOWN ON THIS PLAN.
 3. ALL UTILITIES TO BE INSTALLED AND LOCATED AS SHOWN ON THIS PLAN.
 4. ALL UTILITIES TO BE INSTALLED AND LOCATED AS SHOWN ON THIS PLAN.
 5. ALL UTILITIES TO BE INSTALLED AND LOCATED AS SHOWN ON THIS PLAN.
 6. ALL UTILITIES TO BE INSTALLED AND LOCATED AS SHOWN ON THIS PLAN.
 7. ALL UTILITIES TO BE INSTALLED AND LOCATED AS SHOWN ON THIS PLAN.
 8. ALL UTILITIES TO BE INSTALLED AND LOCATED AS SHOWN ON THIS PLAN.
 9. ALL UTILITIES TO BE INSTALLED AND LOCATED AS SHOWN ON THIS PLAN.
 10. ALL UTILITIES TO BE INSTALLED AND LOCATED AS SHOWN ON THIS PLAN.

C.M. LAVOIE & ASSOCIATES, INC.
1050 STATE ROUTE 126
PLAINFIELD, ILLINOIS 60544

FINAL ENGINEERING
ENGINEER'S OPINION OF PROBABLE COST
LOC REDUCTION # 1 - PUBLIC IMPROVEMENTS

PROJECT ACADIA ON THE GREEN
LOCATION NORTH SIDE OF CURTISS, BETWEEN MAIN AND WASHINGTON
DOWNERS GROVE, ILLINOIS
CLIENT NAME ACADIA OTG, LLC
4927 Main Street
Skokie, IL 60077

PROJECT MANAGER: MDC

DATE: 8/11/2009

PROJECT NUMBER: 05-164

PER PLANS LAST REVISED: 11/7/2005

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	PERCENT COMPLETE	AMOUNT REMAINING
EARTHWORK / REMOVAL							
1	FULL DEPTH BITUMINOUS PAVEMENT REMOVAL	4,167	SY	\$10.00	\$41,670.00	100%	\$ -
2	FULL DEPTH CONCRETE PAVEMENT	419	SY	\$10.00	\$4,190.00	100%	\$ -
3	CURB AND GUTTER REMOVAL	1,840	LF	\$5.00	\$7,700.00	100%	\$ -
4	SIDEWALK REMOVAL	12,492	SF	\$5.00	\$62,460.00	100%	\$ -
5	STORM SEWER REMOVAL (INCLUDES STRUCTURES)	459	LF	\$12.00	\$5,508.00	100%	\$ -
6	STREET LIGHT REMOVAL (DOES NOT INCLUDE COM ED RELOCATION)	13	EA	\$750.00	\$9,750.00	100%	\$ -
7	MISCELLANEOUS REMOVAL (BOLLARDS, PLANTERS, ETC...)	1	LS	\$10,000.00	\$10,000.00	100%	\$ -
8	PUBLIC UTILITY RELOCATION / REMOVAL	1	LS	\$120,000.00	\$120,000.00	100%	\$ -
9	BUILDING REMOVAL	1	LS	\$60,000.00	\$60,000.00	100%	\$ -
EARTHWORK / REMOVAL SUBTOTAL					\$311,278.00		\$ -
PAVEMENT							
10	1 1/2 INCH BITUMINOUS SURFACE COURSE, CL I, TYPE 3	262	TON	\$52.00	\$13,626.18	100%	\$ -
11	PRIME COAT (0.10 GAL / SY)	305	GAL	\$1.20	\$365.64	100%	\$ -
12	2 INCH BITUMINOUS BINDER COURSE, CL I, TYPE 2	350	TON	\$48.00	\$16,819.44	100%	\$ -
13	PRIME COAT (0.25 GAL / SY)	762	GAL	\$1.20	\$914.10	100%	\$ -
14	6 INCH BITUMINOUS BASE COURSE, CL I, TYPE 1	1,051	TON	\$45.00	\$47,304.68	100%	\$ -
15	4 INCH COMPACTED GRANULAR SUBBASE, TY B (CA-6)	660	TON	\$13.50	\$8,911.58	100%	\$ -
16	B6.12 CURB AND GUTTER	1,948	LF	\$14.50	\$28,246.00	100%	\$ -
17	PCC CONCRETE PAVEMENT	337	SY	\$45.00	\$15,145.00	100%	\$ -
18	PCC WALK, 5 INCHES THICK	14,667	SF	\$3.50	\$51,299.50	100%	\$ -
19	PAVEMENT MARKINGS	2,479	LF	\$0.75	\$1,859.67	100%	\$ -
PAVEMENT SUBTOTAL					\$182,632.12		\$ -
WATERMAIN							
20	8-INCH DIA. CL 52 WATER MAIN	260	LF	\$35.00	\$9,111.20	100%	\$ -
21	CONNECTION TO EXISTING 8 INCH DIWM	4	EA	\$2,500.00	\$10,000.00	100%	\$ -
22	1-1/2 INCH BUFFALO BOX	1	EA	\$600.00	\$600.00	100%	\$ -
23	3/4 INCH BUFFALO BOX	1	EA	\$350.00	\$350.00	100%	\$ -
24	8 INCH VALVE AND VAULT	1	EA	\$2,200.00	\$2,200.00	100%	\$ -
25	8-INCH PRESSURE CONNECTION AND VAULT	4	EA	\$4,800.00	\$19,200.00	100%	\$ -
26	FIRE HYDRANT W/ AUXILIARY VALVE	4	EA	\$2,500.00	\$10,000.00	100%	\$ -
27	TESTING AND CHLORINATION	1	LS	\$5,000.00	\$5,000.00	100%	\$ -
28	TRENCH BACKFILL (CA-6)	130	CY	\$22.00	\$2,860.00	100%	\$ -
WATERMAIN SUBTOTAL					\$59,321.20		\$ -
SANITARY SEWER							
29	8-INCH DIA. PVC SDR-26 SANITARY SEWER	79	LF	\$20.00	\$1,580.00	100%	\$ -
30	48 INCH MANHOLE, TY A W/ FRAME AND CLOSED LID	3	EA	\$2,450.00	\$7,350.00	100%	\$ -
31	TRENCH BACKFILL	50	CY	\$22.00	\$1,100.00	100%	\$ -
32	TESTING	1	LS	\$1,500.00	\$1,500.00	100%	\$ -
SANITARY SEWER SUBTOTAL					\$10,030.00		\$ -
STORM SEWER							
33	36-INCH DIA. RCP STORM SEWER	61	LF	\$50.00	\$3,050.00	100%	\$ -
34	24-INCH DIA. RCP STORM SEWER	624	LF	\$40.00	\$24,960.00	100%	\$ -
35	15-INCH DIA. RCP STORM SEWER	210	LF	\$25.00	\$5,250.00	100%	\$ -
36	12-INCH DIA. RCP STORM SEWER	339	LF	\$22.00	\$7,458.00	100%	\$ -
37	6" PVC STORM DRAIN FOR FUTURE FOUNTAIN	21	LF	\$20.00	\$420.00	100%	\$ -
38	48-INCH CATCH BASIN, TY A W/ FRAME AND GRATE	16	EA	\$2,100.00	\$33,600.00	100%	\$ -
39	60-INCH MANHOLE, TY A W/ FRAME AND GRATE	1	EA	\$2,600.00	\$2,600.00	100%	\$ -
40	24-INCH INLET, TY A W/ FRAME AND GRATE	5	EA	\$750.00	\$3,750.00	100%	\$ -
41	48-INCH MANHOLE TY A W/FRAME AND GRATE	1	EA	\$2,000.00	\$2,000.00	100%	\$ -
42	REVISIONS TO PARKING DECK RESTRICTOR STRUCTURE	1	LS	\$5,000.00	\$5,000.00	100%	\$ -
43	REMOVE AND REPLACE PAVEMENT IN CURTISS STREET	1	LS	\$10,000.00	\$10,000.00	100%	\$ -
44	TRENCH BACKFILL	1,040	CY	\$22.00	\$22,880.00	100%	\$ -
STORM SEWER SUBTOTAL					\$120,968.00		\$ -
EROSION CONTROL / LANDSCAPING							
45	BARRIER FILTER	16	EA	\$11.00	\$176.00	100%	\$ -
46	TREES	22	EA	\$500.00	\$11,000.00	100%	\$ -
47	TOPSOIL RESPREAD AND SODDING	3,650	SY	\$4.00	\$14,600.00	100%	\$ -
EROSION CONTROL / LANDSCAPING SUBTOTAL					\$25,776.00		\$ -
LIGHTING							
48	STREET LIGHTS AND APPURTENANCES	25	EA	\$5,000.00	\$125,000.00	68%	\$ 40,000.00
49	CONDUIT AND WIRING	1	LS	\$12,500.00	\$12,500.00	100%	\$ -
LIGHTING SUBTOTAL					\$137,500.00		\$ 40,000.00
MISCELLANEOUS							
50	TRAFFIC CONTROL	1	LS	\$5,000.00	\$10,000.00	100%	\$ -
51	MATERIAL TESTING	1	LS	\$2,500.00	\$5,000.00	100%	\$ -
MISCELLANEOUS SUBTOTAL					\$15,000.00		\$ -

PROJECT TOTAL:	\$862,505.32
ORIGINAL LETTER OF CREDIT (110%)	\$948,755.86
WORK COMPLETE:	\$822,505.32
WORK INCOMPLETE:	\$40,000.00
10% MAINTENANCE ON COMPLETED WORK	\$82,250.53
LETTER OF CREDIT FOR WORK INCOMPLETE (110%):	\$44,000.00
REVISED LETTER OF CREDIT AMOUNT	\$126,250.53



M.D.C.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING A GRANT OF EASEMENT
TO ACADIA ON THE GREEN, LLC.**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Grant of Easement (the “Easement”), between the Village of Downers Grove (the “Grantor”) and Acadia on the Green, LLC. (the “Grantee”), for the construction, maintenance and repairs of the Village Green improvements, as set forth in the form of the Easement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Easement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Easement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____
Village Clerk

EASEMENT GRANT

Address: 5101 Mochel Drive,
Downers Grove, IL

PIN: 09-08-130-028

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the VILLAGE OF DOWNERS GROVE, an Illinois municipal corporation (“Grantor”), does hereby grant and convey unto ACADIA OTG, LLC, an Illinois limited liability company (“Grantee”), and unto its successors and assigns, an easement to construct, maintain, improve and repair the Village Green improvements described in Exhibit “B” attached hereto and made a part hereof, on the real estate described in Exhibit “A” attached hereto, situated in the Village of Downers Grove, in the County of DuPage, and State of Illinois (the “Real Estate”).

And Grantor does expressly covenant that it is the owner in fee of the Real Estate, and has good right to grant said easement and that Grantee, its employees, agents, assigns and lessees shall at all times have free access to and egress from and over the Real Estate to construct, maintain, improve and repair the said Village Green improvements.

Grantor retains all of its rights to the use and occupation of the Real Estate not inconsistent with the use by the Grantee, its successors and assigns, of the easement herein granted for the purposes aforesaid.

Grantee agrees to save and hold Grantor harmless from all claims, causes of action, suits, damages or demands that arise directly from Grantee’s use, installation and maintenance of the improvements on the Real Estate.

Grantor shall have the right to revoke, terminate and cancel this Grant of Easement in the event that the Grantee has materially failed to perform its obligation under the Restrictive Covenant between Grantee and Grantor, dated as of May 1, 2007, and recorded with the DuPage County Recorder of Deeds as Document No. R2007-102653, and Grantee has failed to cure such failure within sixty (60) days of written notice from the Grantor to Grantee specifying such failure.

IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed and its corporate seal to be hereto affixed by the proper corporate officers thereunto duly authorized, as of this ____ day of _____, 2009.

ATTEST:

By: _____

Dated: _____

GRANTOR:

VILLAGE OF DOWNERS GROVE, an Illinois
Municipal corporation

By: _____

State of Illinois)
) SS:
County of DuPage)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that _____, the _____ of Village Of Downers Grove, an Illinois Municipal corporation and _____, the _____ of Village of Downers Grove, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____ respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, 2009.

Commission expires:

_____ NOTARY PUBLIC _____

This instrument was prepared by:
Enza Petrarca
Village of Downers Grove Legal Department
801 Burlington Avenue
Downers Grove, IL 60515

EXHIBIT "A"

LEGAL DESCRIPTION OF REAL ESTATE

OUTLOT C IN ACADIA ON THE GREEN, BEING A SUBDIVISION OF PART OF THE WEST ½ OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 16, 2005 AS DOCUMENT NO. R2005-279310, IN DUPAGE COUNTY, ILLINOIS.

PIN: 09-08-130-028

ADDRESS: 5101 MOCHEL DRIVE
DOWNERS GROVE, IL 60515

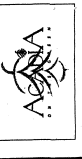
EXHIBIT "B"

DESCRIPTION OF VILLAGE GREEN IMPROVEMENTS

receives
 w/ Building
 3 plans
 MAR 6 2007

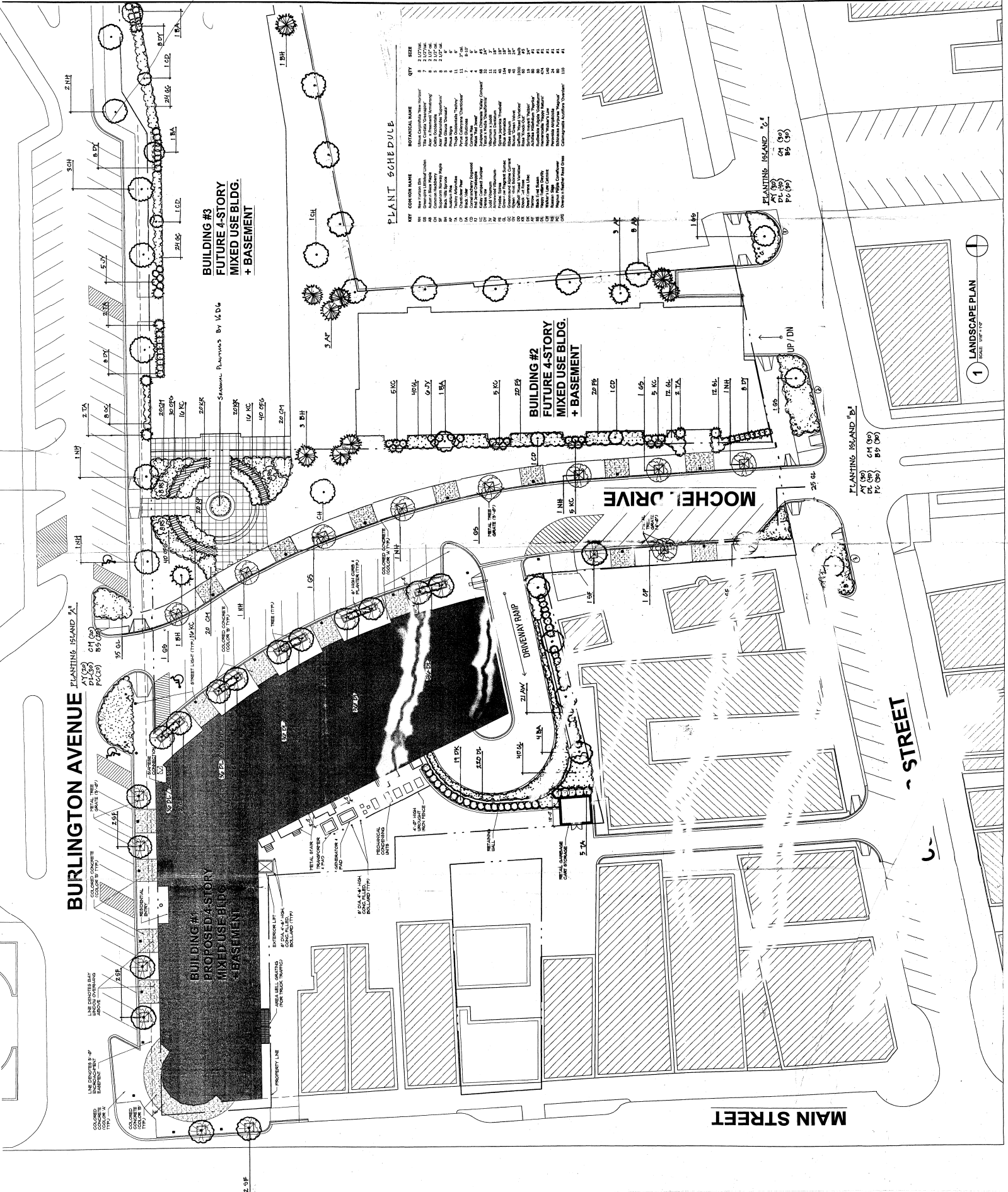
NO.	DATE	DESCRIPTION
1		ISSUED FOR PERMITS
2		
3		
4		
5		
6		
7		
8		
9		
10		

ACADIA ON THE GREEN
 ACADIA OTG, LLC.



DOWNERS GROVE, IL
**SITE PLAN
 LANDSCAPE PLAN**

Sheet Number:
 Scale: 1/8" = 1'-0"
 Date: 05/08/07
 Project Number:
A1.017
 2006018



PLANT SCHEDULE

KEY	CONTR. NAME	BOTANICAL NAME	QTY	SIZE
01	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
02	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
03	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
04	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
05	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
06	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
07	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
08	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
09	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
10	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
11	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
12	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
13	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
14	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
15	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
16	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
17	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
18	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
19	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
20	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
21	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
22	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
23	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
24	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
25	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
26	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
27	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
28	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
29	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
30	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
31	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
32	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
33	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
34	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
35	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
36	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
37	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
38	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
39	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
40	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
41	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
42	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
43	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
44	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
45	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
46	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
47	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
48	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
49	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
50	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
51	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
52	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
53	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
54	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
55	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
56	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
57	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
58	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
59	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
60	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
61	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
62	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
63	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
64	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
65	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
66	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
67	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
68	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
69	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
70	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
71	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
72	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
73	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
74	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
75	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
76	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
77	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
78	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
79	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
80	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
81	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
82	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
83	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
84	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
85	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
86	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
87	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
88	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
89	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
90	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
91	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
92	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
93	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
94	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
95	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
96	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
97	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
98	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
99	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH
100	Green Island Elm	Ulmus Crispifolia 'New Horizon'	2	12" DBH

**BUILDING #3
 FUTURE 4-STORY
 MIXED USE BLDG.
 + BASEMENT**

**BUILDING #2
 FUTURE 4-STORY
 MIXED USE BLDG.
 + BASEMENT**

BURLINGTON AVENUE

MOCHEL DRIVE

MAIN STREET

- STREET

1 LANDSCAPE PLAN
 SCALE: 1/8" = 1'-0"



Date: May 15, 2009
To: Mike Baker
From: Greg Bedalov
Subject: Acadia on the Green

Mike,

At the May 8, 2009 executive committee meeting of the Downers Grove Economic Development Corporation a motion was made, seconded and supported by a vote of 7 to 1 in favor of allowing New England Builders to enter into a lease with ATI Physical Therapy Center and associated physical fitness center for 11,000 square feet of space in building #1 of Acadia on the Green.

Please feel free to contact me with questions or comments.

Best regards,

Greg Bedalov
President
Downers Grove Economic Development Corporation



933A CURTISS STREET
DOWNERS GROVE, IL 60515
PHONE 630.725.0991
FAX 630.725.0993
WWW.DOWNTOWNDG.ORG

September 1, 2009

Dave Fieldman, Village Manager
Village of Downers Grove
801 Burlington Avenue
Downers Grove, IL 60515

Dave,

The Downtown Management's Board of Director's at a Special Meeting held on Monday, August 31, 2009 took a position in favor of ATI Physical Therapy provided that their employees be required to park in the Parking Deck on Mochel Drive.

Thank you for this opportunity.

Sincerely,

A handwritten signature in blue ink that reads "Linda".

Linda Kunze, Executive Director
Downtown DG Management Corporation
933A Curtiss Street
Downers Grove, IL 60515