

**VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
SEPTEMBER 4, 2012 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
Amendment to Sales Tax Rebate Agreement with Packey Webb Ford	✓ Resolution Ordinance Motion Discussion Only	David Fieldman Village Manager

SYNOPSIS

A resolution has been prepared amending the Sales Tax Rebate Agreement with Packey Webb Ford.

STRATEGIC PLAN ALIGNMENT

The Goals for 2011 to 2018 include *Strong, Diverse Local Economy* and *Steward of Financial and Environmental Sustainability* and *Exceptional Municipal Services*.

FISCAL IMPACT

The amendment would require the Village to make additional sales tax rebate payments in 2021 and 2022. In exchange, Packey Webb would be required to construct additional pedestrian crossing improvements at two legs of the Ogden and Finley intersection.

UPDATE & RECOMMENDATION

This item was discussed at the August 21, 2012 Village Council meeting. Staff recommends approval on the September 4, 2012 Consent Agenda.

BACKGROUND

On March 1, 2011 the Village Council approved a sales tax rebate agreement with Packey Webb Ford located at the southeast corner of Ogden and Finley. The agreement requires Packey Webb to make certain improvements to the building and the site. The agreement requires the Village to rebate 50% of the annual sales tax paid to the Village in excess of an annual base of \$24 million for a ten year period beginning in 2011. Failure to complete the required improvements by December 31, 2011 would result in the forfeiture of the 2011 sales tax rebate payment. Additional information about the sales tax rebate agreement can be found by [clicking here](#).

The agreement requires Packey Webb to install pedestrian crosswalk improvements at the north leg of the Ogden and Finley intersection. These improvements consisted of a concrete pad for pedestrian use at the northeast corner of the intersection and a pedestrian traffic signal at the north leg of the intersection. The cost of the improvements is approximately \$10,000. An Illinois Department of Transportation (IDOT) permit is required for these improvements. Packey Webb diligently pursued the IDOT permit and intended to construct the required improvements by December 31, 2011. IDOT is requiring pedestrian traffic improvements at both the north and east leg of the Ogden & Finley intersection. The cost of the required improvements is approximately \$65,000. The improvements are outlined below.

Northwest Corner of Intersection

- Remove the existing sidewalk & curb at crosswalk
- Install new handicap curb, ramp, and connect to new sidewalk extension
- Install new painted stop-bar and crosswalk lanes

- Install new pedestrian push-button detector and wiring through existing conduits.

Northeast Corner of Intersection

- Increase size of handicap ramp to include a new ramp that faces Ogden Ave.
- Install a pedestrian push-button detector
- Install new stop bar that extends across westbound lanes
- Install crosswalk lanes across Ogden to opposite side
- Grind to remove existing left turn pavement marking and paint new markings in new location
- Saw cut and install new detector electric lines in left turn lane

Southeast Corner of Intersection:

- Remove existing curb and install new curb, handicap ramp and sidewalk to connect to existing sidewalk Install new pedestrian push-button detector

The permitting process and revisions to the scope of the improvements delayed construction and Packey Webb was unable to make the improvements prior to December 31, 2011. This resulted in the forfeiture of the 2011 sales tax rebate of approximately \$65,000. In response to the unforeseen changes in the project scope and delay, Packey Webb has requested the following amendments to the sales tax rebate agreement.

- Require the construction of the pedestrian improvements per the IDOT permit
- Extend the sales tax rebate payments by two years (2021 and 2022)
- Do not make the 2011 sales tax rebate payment

Staff recommends approval of the requested amendment. The two years of additional sales tax rebate payments are intended to cover the unexpected additional cost of the pedestrian improvements and the forfeiture of the 2011 sales tax rebate payment.

ATTACHMENTS

Resolution

Amendment to Sales Tax Rebate Agreement

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF A FIRST AMENDMENT TO THE
REDEVELOPMENT/SALES TAX REBATE AGREEMENT BETWEEN THE
VILLAGE OF DOWNERS GROVE AND
PACKEY WEBB FORD, LP**

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 First Amendment to the Redevelopment/Sales Tax Rebate Agreement (the "Agreement"), between the Village of Downers Grove (the "Village") and Packey Webb Ford, LP (the "Dealership"), as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Mayor and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, 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 Agreement.

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

**FIRST AMENDMENT TO THE REDEVELOPMENT/SALES
TAX REBATE AGREEMENT BETWEEN
THE VILLAGE OF DOWNERS GROVE AND PACKEY WEBB FORD, LP**

This Agreement made and entered into this ____ day of _____, 20__, by and between the Village of Downers Grove, Illinois, an Illinois Municipal Corporation situated in the County of DuPage, Illinois (the "Village") and Packey Webb Ford, LP, d/b/a Packey Webb Ford (the "Dealership").

WITNESSETH:

WHEREAS, the Village is an Illinois municipal corporation possessing home rule powers under Section 6 of Article VII of the Illinois Constitution, and;

WHEREAS, the Village has the authority to prevent the spread of blight and to encourage private development to enhance the local tax base and to enter into contractual agreements for the purpose of achieving these purposes; and

WHEREAS, Packey Webb Ford, LP currently operates an automobile dealership on land within the Village of Downers Grove located at 2150 Ogden Avenue, Downers Grove, Illinois, and legally described as follows (the "Property"):

LOTS 1 AND 2 OF FORD LEASING DEVELOPMENT CO. ASSESSMENT PLAT BEING A PART OF LOT 2 OF ASSESSMENT PLAT #3 OF LANDS BELONGING TO TRUSTEES OF JOY MORTON, DECEASED, IN SECTION 1, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 19, 1968 AS DOCUMENT R68-6178, DUPAGE COUNTY, ILLINOIS.

(Commonly known as 2150 Ogden Avenue, Downers Grove, IL 60515

WHEREAS, Packey Webb Ford, LP is endeavoring to remodel the showroom and make other on-site improvements such as landscaping, installing a pedestrian landing pad, closing curb cuts, enhancing green space, altering all signs to conform to Village Ordinance and installing a pedestrian traffic signal at north side of Ogden and Finley Road in accordance with the Ogden Avenue Master Plan and as indicated on the Design Plan attached hereto and herein incorporated as Exhibit A (the "Redevelopment Project"); and,

WHEREAS, the Village, recognizing the economic and other benefits derived therefrom by the Village and its residents, seeks to assist Packey Webb Ford, LP in its endeavors to own and redevelop the Property; and

WHEREAS, the Village and Packey Webb Ford, LP agree to permit the Dealership to construct the Redevelopment Project, that it is necessary that the Village provide an incentive in the form of certain sales tax rebate assistance in accordance with law and the terms of this Agreement; and

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

1. Incorporation of Recitals: The foregoing recitals are hereby incorporated and adopted as set forth herein.

2. General Terms:

a) Packey Webb Ford, LP, after receipt of the promises and inducements contained herein, agrees to redevelop its existing automobile sales dealership in substantial accordance with the Design Plan (Exhibit A). Specifically, Packey Webb Ford, LP agrees to install a pedestrian traffic signal at the north end of Finley Road and Ogden Avenue; install a pedestrian landing pad in the Finley Road right-of-way; close a curb cut along Ogden Avenue, enhance greenspace on the site, and bring all signs into compliance with Village Ordinances. It is understood and agreed that there will be a specific site plan to be submitted to and approved by the Village in relation to the Property as required by the Village Zoning Code at some time in the future. In addition, the architecture, building, zoning, sign requirements and landscape plans for the Property must be submitted to and approved by the Village. The Village agrees to expeditiously review the site plan and required permits after submission thereof. The Redevelopment Project shall be constructed substantially in accordance with the plans and specifications approved by the Village. The Redevelopment Project described in this paragraph must be completed no later than December 31, 2011.

b) Packey Webb Ford, LP agrees to grant the Village a sidewalk easement substantially in the form agreement attached hereto and incorporated herein as Exhibit B. Exhibit B shall be executed prior to the execution of this Agreement. Failure to execute Exhibit B shall declare this Agreement null and void.

c) The parties hereto acknowledge, and Packey Webb Ford, LP represents and warrants, that it requires economic assistance from the Village in order to commence and complete the Redevelopment Project, and that, but for said economic assistance, the Redevelopment Project as contemplated would not be economically viable, nor would the funds necessary for its commencement and completion be available.

d) For purposes of this Agreement, the use of the terms "sales tax" and "sales tax revenue" shall be construed to refer to that net portion of taxes imposed by the State of Illinois for distribution to the Village pursuant to the Retailers' Occupation Tax Act and the Service Occupation Tax Act (as said Acts may be amended from time to time) and which are collected by the State and distributed to the Village, and all revenue derived from such taxes. It is expressly understood that if a governmental or legislative body other than the Village enacts any law or statute which results or which may result in any material changes or amendments to the foregoing sales tax provisions, which changes or amendments prohibit the Village from complying with this Agreement or which adversely affect the Village's ability to comply herewith, then the Village and Packey Webb Ford, LP shall reevaluate this Agreement and the incentives provided hereunder and may mutually agree to restructure the Agreement. If a restructured agreement cannot be agreed to by both parties within a reasonable period of time not more than sixty (60) days from the effective date of the law or statute which has materially affected the Village's compliance herewith, then this Agreement shall automatically terminate releasing both parties from their obligations hereunder. The use of the terms "sales tax" and "sales tax revenue" shall not be construed to mean any additional taxes imposed by the Village as a home rule municipality

f) For purposes of this Agreement, the incentives and inducements set forth herein shall apply only to Packey Webb Ford, LP and the Redevelopment Project. It is expressly understood that this Agreement shall not apply to any automobile sales that may occur on the Property prior to January 1, 2011.

e) Packey Webb Ford, LP agrees that in the event there is a change in the ownership (legal or beneficial) of the Dealership, or any portion thereof, except as provided in Section 10 the Village shall no longer be required to pay all or any portion of the incentive payments or property acquisition reimbursement payments provided for in this Agreement.

In the event that all terms and conditions set forth in this Agreement are satisfactorily met by Packey Webb Ford, LP, including the construction, development and operation of the dealership on the property, the Village hereby agrees to pay Packey Webb Ford, LP certain sales tax rebates ("Incentive Payments") by yearly installments over a maximum period of twelve (12) years (the "Incentive Period") as follows, subject however to the following conditions and restrictions:

- i. It is understood that each Incentive Payment will be due and payable solely from the proceeds of sales tax revenue received by the Village from the dealership on the Property.
- ii. It is acknowledged and understood by and between the parties hereto that the Village receives sales tax revenue monthly, and that the taxes generated by sales in any one month are distributed to the Village approximately three months later (e.g. taxes generated by sales in July are generally not received by the Village until October).
- iii. The initial payment year (hereinafter referred to as the "Initial Payment Year") shall commence January 1, 2011.
- iv. The incentive base for the Initial Payment Year and for each Subsequent Incentive Year shall be taxable retail sales equal **TWENTY FOUR MILLION DOLLARS (\$24,000,000.00)** (hereinafter referred to as the "Incentive Base"). The Incentive Base shall reset to zero on each January 1st that this Agreement is in effect. For the Initial Payment Year and each Subsequent Incentive Year, the Village shall be entitled to all the sales tax revenue received from the dealership on retail sales up to the Incentive Base; once the incentive base has been reached Packey Webb Ford LP shall be entitled to Incentive Payments equal to fifty percent (50%) of the sales tax revenue, if any, received from the Dealership on retail sales that exceeds the Incentive Base.
- f) The Incentive Payments shall be computed at the close of each calendar year by the Village as provided herein. The Village will make yearly payments to the Dealership within thirty (30) days after it receives notification from the State of the sales tax revenue generated by the dealership for each month in the respective calendar year. However, the Village shall withhold 25% of the annual payment yearly. If Packey Webb Ford, LP fails to continue to operate the dealership in accordance with Section 5, the withheld incentive payment shall be automatically forfeited to the Village. The following year if Packey Webb Ford, LP is in compliance with Section 5, then they will receive the previous year's withheld payment.
- g) It is understood that if Packey Webb Ford, LP has not completed all of the improvements described in Paragraph 2(a) by December 31, 2011, it shall forfeit the incentive payment for calendar year 2011 and for any calendar year thereafter until the improvements are completed.

3. **Disclosure:** The Dealership shall execute and provide the Village with a power of attorney letter (or other necessary document), in form and content reasonably acceptable to the Village Attorney, which letter shall be addressed to the Illinois Department of Revenue and shall authorize the Illinois

Department of Revenue to release any and all gross revenue and sales tax information on a monthly basis with respect to the operation of the Dealership on the Property to the Village during the Incentive Period. In addition to said letter, Packey Webb Ford, LP shall prepare and submit such other or additional forms as may be required from time to time by the Illinois Department of Revenue in order to release such information to the Village. Finally, in the event that the sales tax revenue information is not released by the State due to the failure of Packey Webb Ford, LP to execute the necessary authorization and/or release, the Village shall not be required to make any of the incentive payments provided for in this Agreement.

4. Construction of Dealership: Packey Webb Ford, LP shall submit plans for the construction of the Redevelopment Project on or before the date of this Agreement, and shall not cause or permit the existence of any violation of Village ordinances, including but not limited to the Village's building code, zoning ordinances, fire code and any and all rules and regulations thereunder. Packey Webb Ford, LP shall have completed construction of the Redevelopment Project and shall have begun operations and sales from Packey Webb Ford, LP on or before December 31, 2011. If the conditions of this Section are not met, this Agreement shall be declared null, void and of no legal effect; and Packey Webb Ford, LP shall forfeit any and all Incentive Payments if they are in violation of any Village Ordinances during the term of this Agreement.

5. Commitment to Continue Dealership: The parties agree that all Incentive Payments are based in part upon: 1) a commitment by the Dealership to continue operation of the Dealership, or an equivalent dealership, on the Property for a period of not less than fifteen (15) years from the effective date of this Agreement (January 1, 2011), and; 2) a scheduled reimbursement of such incentive payments, if the terms of this commitment are not fulfilled. To that end, the Dealership agrees to continue the operation of a new car Dealership(s) on the Property and shall continue to offer automotive sales with the point of sale being in Downers Grove for fifteen (15) years from the effective date of this Agreement. If, at any time during this time period, the Dealership, or a successor, fails to offer automotive sales of new automobiles as proposed by the Dealership, then the Village shall be released and discharged from any further obligation to make payments under this Agreement,

and the Dealership or its successors shall reimburse the Village in accordance with Section 6. of this Agreement. The failure to meet this commitment is not a breach, but rather a foreseeable event for which the offsetting terms have been agreed to in Section 6 of this Agreement.

6. Reimbursement: In the event Packey Webb Ford, LP, or any approved successor, fails to continue the Dealership on the Property as provided in Section 5 of this Agreement, Packey Webb Ford, LP, or such approved successor, shall reimburse to the Village within sixty (60) days of receipt of a written demand from the Village specifying the amount of the reimbursement all or a portion of the Incentive Payments paid hereunder according to the following schedule:

If said event occurs during:

- * *Year one through five - One hundred percent (100%) of the Incentive Payment*
- * *Year six through year ten - seventy-five percent (75%) of the Incentive*
- * *Year eleven through year fifteen - fifty percent (50%) of the Incentive*

After the expiration of a sixty (60) day written demand by the Village to Packey Webb Ford, LP or its successors, specifying the amount due, the Village may, in its sole discretion, pursue any and all available legal remedies to recover said monies, including, without limitation.

- * Proceed with an action in law or in equity to recover the amounts owed.

7. Limitation of Actions: No recourse under or upon any obligation, covenant or agreement of this Agreement or for any claim based thereon or otherwise in respect thereof shall be had against the Village, its officers, agents and employees, in any amount or in excess of any specific sum agreed by the Village to be paid to Packey Webb Ford, LP hereunder, subject to the terms and conditions herein, and no liability, right or claim at law or in equity shall attach to, or shall be incurred by the Village, its officers, agents and employees in excess of such amounts, and all and any such rights or claims of Packey Webb Ford, LP against the Village, its officers, directors, agents and employees are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village.

8. Assignments: Packey Webb Ford, LP shall not assign this Agreement to any person or entity without the prior written consent of the Village, said consent not to be unreasonably withheld. No

such assignment shall be effective, even if consented to by the Village, unless and until the Assignee acknowledges in writing to the Village that the obligations of the Village to Packey Webb Ford, LP or any Assignee hereunder are contingent upon certain obligations on the part of Packey Webb Ford, LP which such Assignee is willing to assume, including the issuance of a letter of credit in accordance with Section 7. Notwithstanding any such assignments and/or assumption of responsibility, Packey Webb Ford, LP shall remain liable for all of its agreements, covenants and obligations and the performance thereof pursuant to this Agreement.

9. **Prevailing Wage.** Packey Webb Ford, LP is hereby notified by the Village that work contemplated by this Agreement may be subject to the Prevailing Wage Act 820 ILCS 130/1 *et seq.* Packey Webb Ford, LP agrees to comply with all applicable provisions of the Illinois Prevailing Wage Act as administered by the Illinois Department of Labor (IDOL). Packey Webb Ford, LP further agrees to contact IDOL for a determination of applicability of the Prevailing Wage Act to the projects contemplated by this Agreement. If required by IDOL, Packey Webb Ford, LP agrees to pay the prevailing wage rates and to require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work on the projects contemplated by this Agreement. For applicable rates, go to the State of Illinois – Department of Labor website and use the most current DuPage County rate. Packey Webb Ford, LP recognizes and agrees that it is solely responsible for compliance with the Prevailing Wage Act and agrees to fully indemnify, defend and hold harmless the Village pursuant to Section 10 below with regard to any actions or proceedings instituted regarding such compliance.

10. **Indemnification:** In the event that any third party or parties institutes any legal proceedings against the Village and/or Packey Webb Ford, LP, which relate to the terms of this Agreement, then, in that event, Packey Webb Ford, LP shall indemnify and hold harmless the Village from any and all such proceedings. Further, Packey Webb Ford, LP, upon receiving notice from the Village of such legal proceedings, shall assume, fully and vigorously, the entire defense of such lawsuit or proceedings and any and all costs and expenses of whatever nature relating thereto; provided, however,

that Packey Webb Ford, LP may not at any time settle or compromise such proceedings without the Village's consent and even then only so long as such settlement or compromise does not involve an admission of wrongdoing on the part of the Village, nor any liability on the part of the Village, monetary or otherwise.

If the Village, in its sole discretion, determines that there is, or may probably be, a conflict of interest between the Village and Packey Webb Ford, LP on an issue of material importance to the Village, or which may reasonably have a potentially substantial adverse effect on the Village, then the Village shall have the option of being represented by its own legal counsel. In the event that the Village exercises such option, then Packey Webb Ford, LP shall reimburse the Village from time to time on written demand from the Village and notice of the amount due for any and all reasonable out-of-pocket costs and expenses, including but not limited to court costs, reasonable attorney's fees, witnesses' fees and/or other litigation expenses incurred by the Village in connection therewith.

In the event that the Village institutes legal proceedings against Packey Webb Ford, LP for a breach of this Agreement, or any term or condition hereof, and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in any judgment against Packey Webb Ford, LP all costs and expenses of such legal proceedings incurred by the Village, including but not limited to court costs, reasonable attorney's fees and witnesses' fees, incurred in connection therewith. Either party may, in its sole discretion, appeal any judgment rendered in relation thereto.

11. Breach: In the event of breach of any of the terms and conditions of the Agreement, the non-breaching party shall have the right to terminate this Agreement, which will not relieve the breaching party from performance. In addition, the non-breaching party shall have the right, by any action or proceeding at law or in equity, to secure the specific performance of the covenants and agreements herein contained, and may be awarded damages or failure of performance, or both, except that the exclusive remedy for the failure to meet the Section 5 commitment is the payment of the scheduled reimbursements as set forth in Section 6. The foregoing rights and remedies shall be cumulative and exclusive. Nothing herein shall modify, limit or abrogate any right of the Village to a refund as provided under Section 6 of this Agreement.

12. Amendments: This Agreement sets forth all the promises, inducements, agreements, conditions and understandings by and between the parties relative to the subject matter hereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than those expressly set forth herein. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with the law and reduced in writing and signed by them.

13. Time: Time is of the essence under this Agreement and all time limits set forth herein are mandatory and cannot be waived except by a lawfully authorized and executed written waiver by the party excusing such timely performance.

14. Notices: Any notices required in this Agreement shall be effective when in writing and upon mailing by certified mail return receipt requested, or by delivering the same in person or to an officer of such party or by prepaid telegram or private overnight courier, when appropriate, addressed to the party to be notified.

All notices to Downers Grove shall be sent to:
Village Manager
Village of Downers Grove
801 Burlington Avenue
Downers Grove, Illinois 60515

All notices to Packey Webb shall be sent to:

Packey Webb Ford, LP
1830 E. Roosevelt Road
Wheaton, IL 60187

15. Exhibits: Exhibits attached herein are hereby incorporated in and made a part of this Agreement.

16. Jurisdiction: This Agreement shall be governed by the laws of the State of Illinois, and the sole and exclusive venue for any disputes arising out of this Agreement shall be the appropriate state or federal court located within the State of Illinois.

17. Waiver: A waiver of any part of this Agreement shall be limited to that specific event and shall not be a waiver of the entire Agreement.

18. Authorization to Execute: The officers of Packey Webb Ford, LP who have executed this Agreement hereby warrant that he/she has been lawfully authorized by Packey Webb Ford, LP to execute this Agreement on behalf of Packey Webb Ford, LP.

WITNESS their hands and seals the day and year first above written.

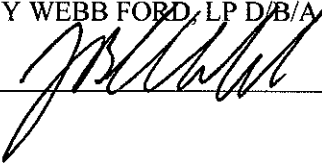
THE VILLAGE OF DOWNERS GROVE, ILLINOIS, an Illinois Municipal Corporation

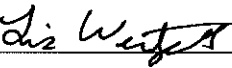
By _____
Mayor

Attest _____
Village Clerk

Date _____

PACKEY WEBB FORD, LP D/B/A PACKEY WEBB FORD, an Illinois Limited Partnership

By _____


Attest _____


Date 8-16-12

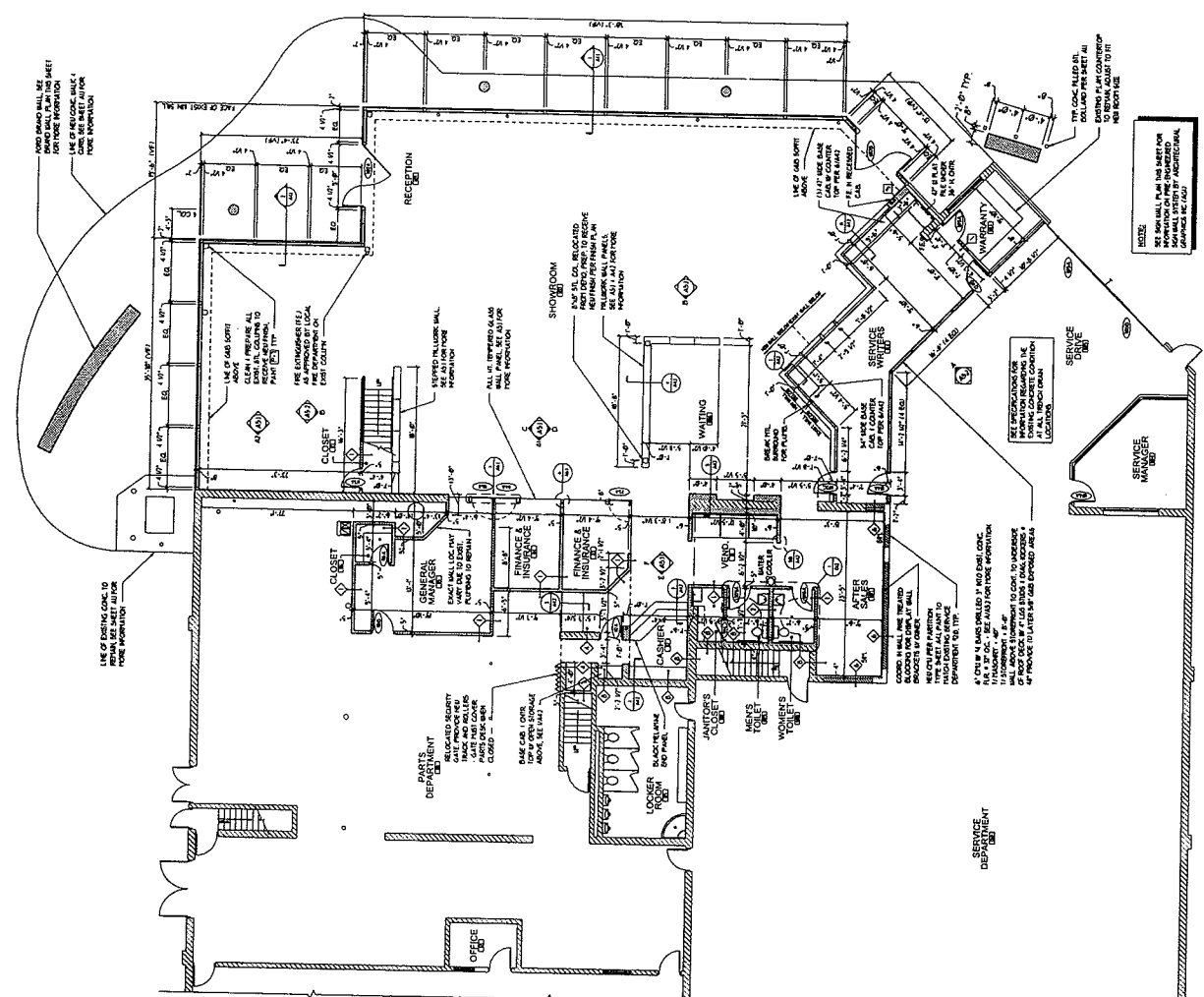
EXHIBIT A
Design Plan

NO.	DATE	DESCRIPTION

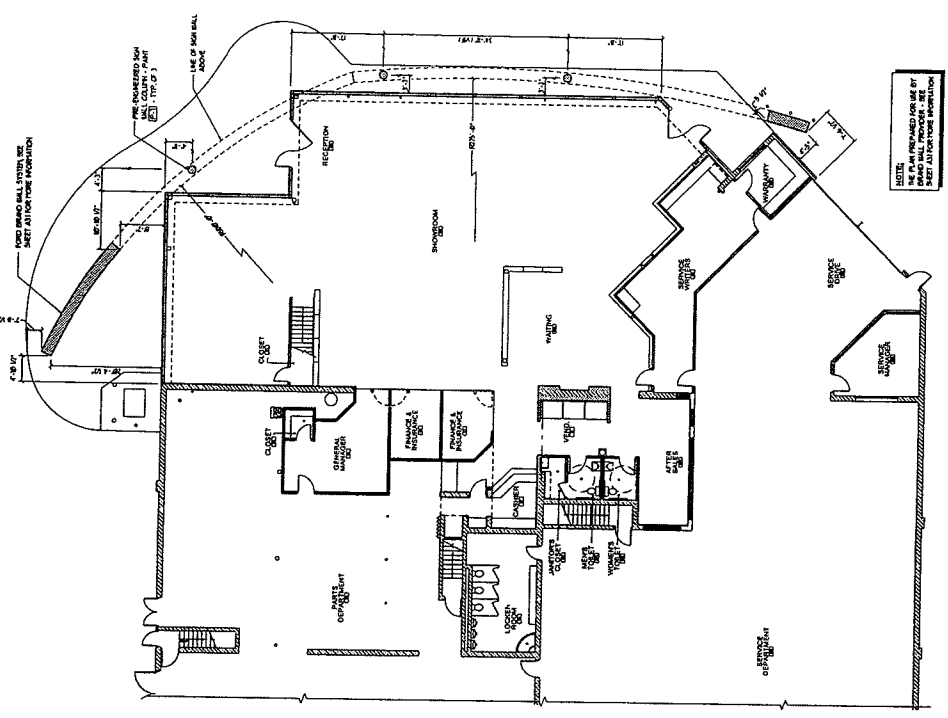
PACKEY WEBB FORD
 2150 WEST OGDEN AVENUE
 DOWNERS GROVE, ILLINOIS

RENOVATION FOR:

TITLE:	FIRST FLOOR PLAN
DATE:	10/05/2009
PROJECT:	2009-030
DESIGNER:	CVG
SCALE:	AS SHOWN
DATE:	10/05/2009
PROJECT:	2009-030
DESIGNER:	CVG
SCALE:	AS SHOWN

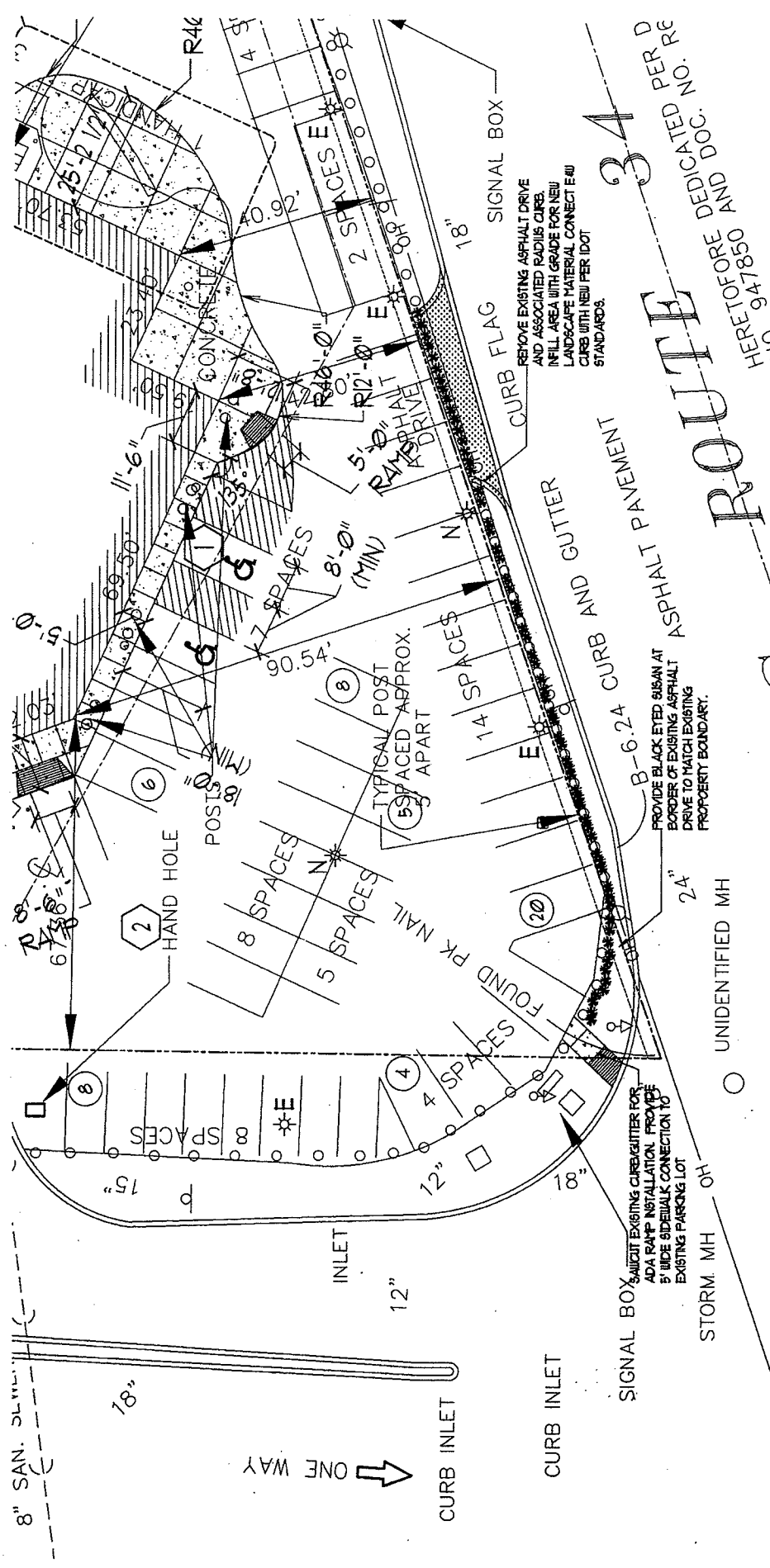


FIRST FLOOR PLAN
 SCALE: 1/8" = 1'-0"



BRAND WALL PLAN
 SCALE: 3/8" = 1'-0"

FIRST FLOOR PLAN
 SCALE: 1/8" = 1'-0"



ROUTE 34
 HERETOFORE AND DEDICATED PER D
 947850

REMOVE EXISTING ASPHALT DRIVE
 AND ASSOCIATED RADIUS CURB
 INFILL AREA WITH GRADE FOR NEW
 LANDSCAPE MATERIAL CONNECT E40
 CURB WITH NEW PER IDOT
 STANDARDS.

PROVIDE BLACK ETTED SUSAN AT
 BORDER OF EXISTING ASPHALT
 DRIVE TO MATCH EXISTING
 PROPERTY BOUNDARY.

UNIDENTIFIED MH

SIGNAL BOX, SAUCUT EXISTING CURB/GUTTER FOR
 ADA RAMP INSTALLATION. PROVIDE
 5' WIDE SIDEWALK CONNECTION TO
 EXISTING PARKING LOT

STORM MH 0H

ONE WAY

8" SAN. DRAIN

78"

12"

INLET

12"

4 SPACES

FOUND PK NAIL

5 SPACES

8 SPACES

HAND HOLE

69.50'

11'-6"

0'-5"

14 SPACES

8'-0" (MIN)

90.54'

7 SPACES

CONCRETE

R46-0"

R12-0"

5'-0" ASPHALT DRIVE

2 SPACES

18"

SIGNAL BOX

CURB FLAG

CURB AND GUTTER

B-6.2' 4

ASPHALT PAVEMENT

UNIDENTIFIED MH

24"

STORM MH 0H

CURB INLET

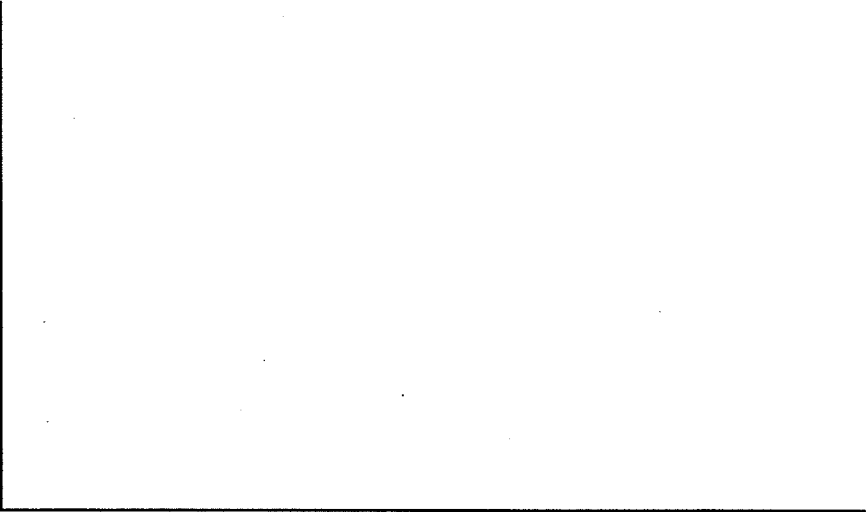
CURB INLET

CURB INLET

GRANT OF- EASEMENT

ADDRESS: 2150 Ogden Avenue
Downers Grove, IL

P.I.Ns. # 08-01-401-008



The undersigned 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, under, in and through certain lands described below for sidewalk purposes with full and free right of entry for the purpose of performing any excavation, drilling, filling, and grading, together with the right to cut, trim, or remove trees, bushes and roots, or perform other work necessary for construction, maintenance, reconstruction, and repair of the sidewalk and all other appurtenances, of whatever kind or nature as the VILLAGE, its successors, or assigns determine is necessary to be constructed or installed on the real estate owned by the GRANTOR(S) situated in the County of DuPage, State of Illinois, and described as follows:

See attached Exhibit A

(Affects PINs 08-01-401-008 ; Common Address: 2150 Ogden Avenue, Downers Grove, IL)

The VILLAGE agrees that it will not install any sidewalk on this Easement so long as this property continues to be used as a car dealership and used in the same manner of operation as it is being utilized as of the date of the Easement Agreement. However, shall the property be substantially redeveloped, regardless of use, the Village may invoke its right to install sidewalk upon the easement property.

Upon completion of any construction, maintenance, or repair of the sidewalk, the VILLAGE shall remove all debris and rubbish, fill all ditches and other excavations resulting from such work, and restore the ground as nearly as possible to the condition immediately preceding the work including resodding any area destroyed or disturbed as a result of the construction, maintenance, or repair.

The GRANTOR(S) shall not permit obstructions to be placed over the VILLAGE's facilities or in, upon or over the properties described herein without written consent of the VILLAGE; and in no case shall the GRANTOR(S) permit any interference with the proper operation and maintenance of the sidewalk.

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 owner(s) or resident(s) hereto, their heirs, successors and assigns. Upon execution, the undersigned will cause this document to be filed with the DuPage County Recorder of Deeds Office. A recorded copy of this document shall be provided to the Village Clerk.

Date: 2/3/11

GRANTOR(S) *
[Signature]
Signature
JB Webb
Print name

[Signature]
Signature
JOHN C. WEBB
Print name

[Signature]
Signature
GREGORY J. WEBB
Print name

[Signature]
Signature
PATRICK M. WEBB
Print name

[Signature]
Signature
THOMAS J. WEBB
Print name

Subscribed and sworn to before me
this 4th day of February, 2011.

[Signature]
Notary Public



1\wp8\forms\Sidewalk-Eas

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

ACCEPTANCE CERTIFICATE FOR GRANT OF EASEMENT

By acceptance and recording of this instrument, the VILLAGE covenants and agrees that upon completion of any construction, maintenance, or repair of the sidewalk within the easement, the VILLAGE will remove all debris and rubbish, fill all ditches and other excavations resulting from such work, and restore the ground as nearly as possible to its original condition including resodding any area destroyed or disturbed as a result of the construction, maintenance, or repair.

Approved and accepted for the VILLAGE OF DOWNERS GROVE, DuPage County, Illinois, this _____ day of _____, 20____.

VILLAGE OF DOWNERS GROVE, an
Illinois municipal corporation,

BY: _____
Village Manager

Attest:

Village Clerk

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

1\wp8\forms\Sidewalk-Eas

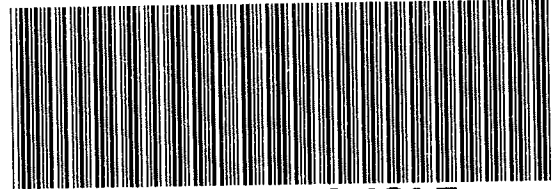
EXHIBIT A
EASEMENT LEGAL DESCRIPTION

THE SOUTHERLY 10 FEET, AS MEASURED PERPENDICULAR TO THE SOUTHERLY LINE THEREOF, OF THE WESTERLY 295 FEET, AS MEASURED ALONG THE SOUTHERLY LINE THEREOF, OF LOT 2 OF FORD LEASING DEVELOPMENT CO. ASSESSMENT PLAT, BEING A PART OF LOT 2 OF ASSESSMENT PLAT NO. 3 OF LANDS BELONGING TO TRUSTEES OF JOY MORTON, DECEASED, IN SECTION 1, TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 19, 1968 AS DOCUMENT R68-6178, IN DU PAGE COUNTY, ILLINOIS.

GRANT OF- EASEMENT

ADDRESS: 2150 Ogden Avenue
Downers Grove, IL

P.I.Ns. # 08-01-401-008



FRED BUCHOLZ
DUPAGE COUNTY RECORDER
MAY 16, 2011 2:01 PM
OTHER 08-01-401-008
006 PAGES R2011-060451

zip 60515

The undersigned 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, under, in and through certain lands described below for sidewalk purposes with full and free right of entry for the purpose of performing any excavation, drilling, filling, and grading, together with the right to cut, trim, or remove trees, bushes and roots, or perform other work necessary for construction, maintenance, reconstruction, and repair of the sidewalk and all other appurtenances, of whatever kind or nature as the VILLAGE, its successors, or assigns determine is necessary to be constructed or installed on the real estate owned by the GRANTOR(S) situated in the County of DuPage, State of Illinois, and described as follows:

See attached Exhibit A

(Affects PINs 08-01-401-008 ; Common Address: 2150 Ogden Avenue, Downers Grove, IL)

The VILLAGE agrees that it will not install any sidewalk on this Easement so long as this property continues to be used as a car dealership and used in the same manner of operation as it is being utilized as of the date of the Easement Agreement. However, shall the property be substantially redeveloped, regardless of use, the Village may invoke its right to install sidewalk upon the easement property.

Upon completion of any construction, maintenance, or repair of the sidewalk, the VILLAGE shall remove all debris and rubbish, fill all ditches and other excavations resulting from such work, and restore the ground as nearly as possible to the condition immediately preceding the work including resodding any area destroyed or disturbed as a result of the construction, maintenance, or repair.

The GRANTOR(S) shall not permit obstructions to be placed over the VILLAGE's facilities or in, upon or over the properties described herein without written consent of the VILLAGE; and in no case shall the GRANTOR(S) permit any interference with the proper operation and maintenance of the sidewalk.

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 owner(s) or resident(s) hereto, their heirs, successors and assigns. Upon execution, the undersigned will cause this document to be filed with the DuPage County Recorder of Deeds Office. A recorded copy of this document shall be provided to the Village Clerk.

Date: 2/3/11

GRANTOR(S) *

[Signature]
Signature
JB Webb
Print name

[Signature]
Signature
JOHN C. WEBB
Print name

[Signature]
Signature
GREGORY J. WEBB
Print name

[Signature]
Signature
PATRICK M. WEBB JR
Print name

[Signature]
Signature
THOMAS J. Webb
Print name

Subscribed and sworn to before me
this 4th day of February, 2011.

[Signature]
Notary Public



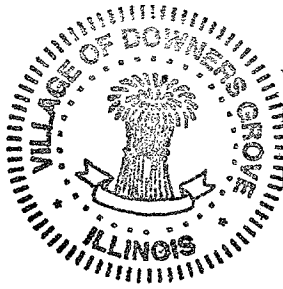
I:\wp8\forms\Sidewalk-Eas

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

ACCEPTANCE CERTIFICATE FOR GRANT OF EASEMENT

By acceptance and recording of this instrument, the VILLAGE covenants and agrees that upon completion of any construction, maintenance, or repair of the sidewalk within the easement, the VILLAGE will remove all debris and rubbish, fill all ditches and other excavations resulting from such work, and restore the ground as nearly as possible to its original condition including resodding any area destroyed or disturbed as a result of the construction, maintenance, or repair.

12th Approved and accepted for the VILLAGE OF DOWNERS GROVE, DuPage County, Illinois, this day of MAY, 2011.



VILLAGE OF DOWNERS GROVE, an Illinois municipal corporation,

BY: [Signature]
Village Manager

Attest:

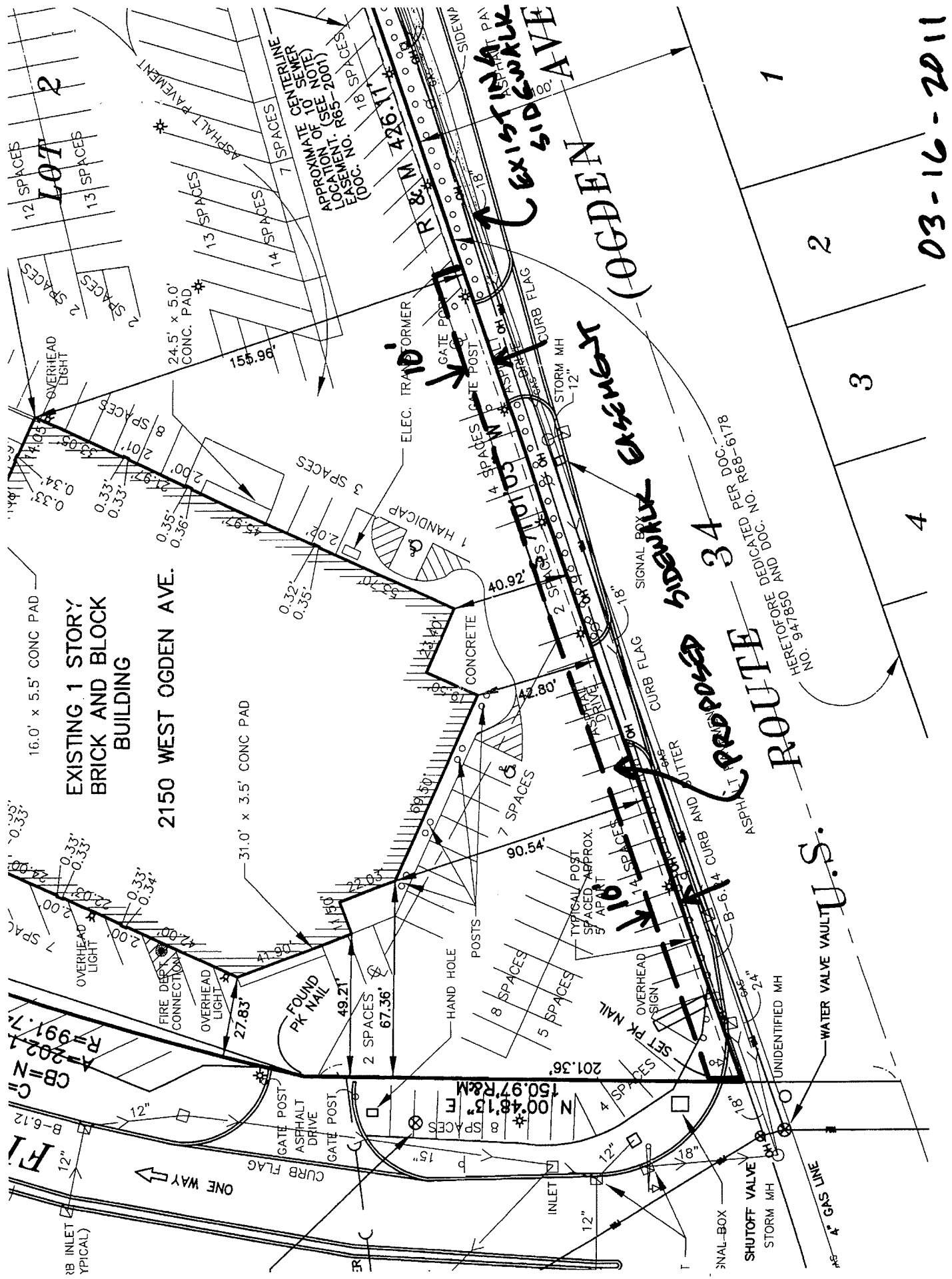
[Signature: Linda J. Brown]
Village Clerk *deputy*

Res 2011-16

This document prepared by: *+ return to:*
Village of Downers Grove Legal Department / *VILLAGE CLERK*
801 Burlington Avenue
Downers Grove, IL 60515

EXHIBIT A
EASEMENT LEGAL DESCRIPTION

THE SOUTHERLY 10 FEET, AS MEASURED PERPENDICULAR TO THE SOUTHERLY LINE THEREOF, OF THE WESTERLY 295 FEET, AS MEASURED ALONG THE SOUTHERLY LINE THEREOF, OF LOT 2 OF FORD LEASING DEVELOPMENT CO. ASSESSMENT PLAT, BEING A PART OF LOT 2 OF ASSESSMENT PLAT NO. 3 OF LANDS BELONGING TO TRUSTEES OF JOY MORTON, DECEASED, IN SECTION 1, TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 19, 1968 AS DOCUMENT R68-6178, IN DU PAGE COUNTY, ILLINOIS.



EXISTING 1 STORY
BRICK AND BLOCK
BUILDING

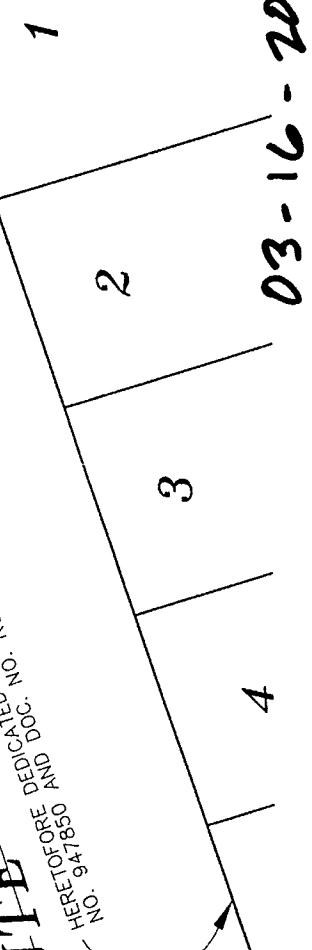
2150 WEST OGDEN AVE.

EXISTING SIDEWALK

PROPOSED SIDEWALK

PROPOSED ROUTE

U.S. ROUTE



03-16-2011

PER DDC-6178

HERETOFORE DEDICATED TO THE PUBLIC USE OF THE STATE OF CALIFORNIA

NO. 9417188

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CONCRETE

ASPHALT

CONCRETE

ASPHALT

CONCRETE

ASPHALT

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LOT 3

LOT 4

LOT 5

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