

**VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
MARCH 1, 2011 AGENDA**

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

SYNOPSIS

A resolution has been prepared authorizing the execution of a 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 expansion of the Packey Webb Ford facility is expected to generate an additional \$5 million in taxable sales each year. After the payment of the 50% sales tax rebate per the terms of the proposed agreement, the Village is expected to receive an additional \$250,000 in sales tax revenue each year.

UPDATE & RECOMMENDATION

This item was discussed at the February 15, 2011 Council meeting. Staff recommends approval on the March 1, 2011 active agenda.

BACKGROUND

Beginning in 2008, the Village and the Downers Grove Economic Development Corporation have worked together to attract new and retain existing automobile dealerships in Downers Grove as the automotive industry restructures and the number of dealerships in the region have been reduced. To support this objective, the Village has been entering into sales tax rebate agreements as an incentive to automobile dealerships which relocate to Downers Grove or expand their existing businesses within the Village. For example, the Village executed a sales tax rebate agreement with Ziegler Automotive which resulted in the attraction of a new Dodge, Chrysler, Jeep and Ram dealership on Ogden Avenue. The agreements are designed to increase the Village's net sales tax revenue by attracting and retaining dealerships that may otherwise choose to locate in other municipalities.

The proposed sales tax rebate agreement with Packey Webb Ford, located at the northeast corner of Ogden Avenue and Finley Road includes the following key terms:

- Packey Webb shall make improvements to the existing facility consistent with the Village's Ogden Avenue Master Plan including:
 - Remodel the showroom interior and exterior
 - Install of pedestrian crosswalk improvements at the north leg of the Ogden and Findlay intersection
 - Close an existing curb cut on Ogden Avenue
 - Install landscaping material on the site

- Increase the amount of greenspace located on the site
- Bring all signage on the site into conformance with Village Code

- Packey Webb shall complete all improvements no later than December 31, 2011. Failure to complete the improvements by this date will result in the forfeit of the annual sales tax rebate payment.

- Packey Webb shall grant an easement for a sidewalk to be constructed on the site at a future date if the property is no longer used an automobile dealership or if there are substantial changes made to the building that would allow the construction of the sidewalk.

- Packey Webb shall comply with all Village Codes. Failure to comply will result in the forfeit of annual sales tax rebate payments.

- Packey Webb shall operate the dealership for a period of not less than 15 years from the effective date of the agreement (January 1, 2011). If Packey Webb fails to continue to operate the dealership for 15 years, they shall reimburse the Village for all or a portion of the sales tax rebate payments according to a schedule in the agreement.

- The Village shall retain all sales tax paid on the first \$24 million of taxable retail sales each year. The Village shall rebate 50% of the annual sales tax paid to the Village in excess of the annual base of \$24 million.

- The Village shall withhold 25% of the annual sales tax rebate payment. If Packey Webb fails to operate the dealership per the terms of the agreement, the withheld payment shall be automatically forfeited to the Village.

- Rebate payments shall be made for a maximum period of ten years (January 1, 2011 to December 31, 2020)

ATTACHMENTS

Resolution

Sales Tax Rebate Agreement

VILLAGE OF DOWNERS GROVE
COUNCIL ACTION SUMMARY

INITIATED: Village Manager **DATE:** March 1, 2011
(Name)

RECOMMENDATION FROM: _____ **FILE REF:** _____
(Board or Department)

NATURE OF ACTION:

STEPS NEEDED TO IMPLEMENT ACTION:

- Ordinance
- Resolution
- Motion
- Other

Motion to Adopt "A RESOLUTION AUTHORIZING EXECUTION OF A REDEVELOPMENT/SALES TAX REBATE AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE AND PACKEY WEBB FORD, LP ", as presented.

SUMMARY OF ITEM:

Adoption of this resolution shall authorize execution of a redevelopment/sales tax rebate agreement between the Village of Downers Grove and Pakey Webb Ford, LP.

RECORD OF ACTION TAKEN:

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF A
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 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

**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 ten (10) 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.

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

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 _____

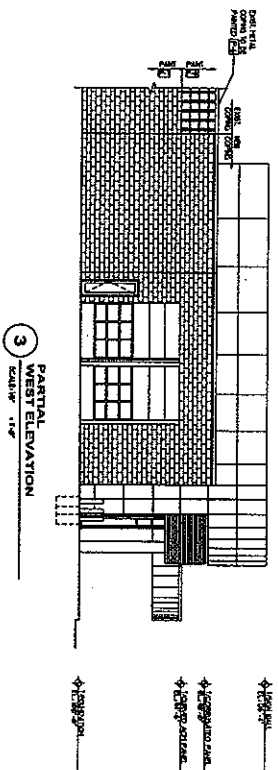
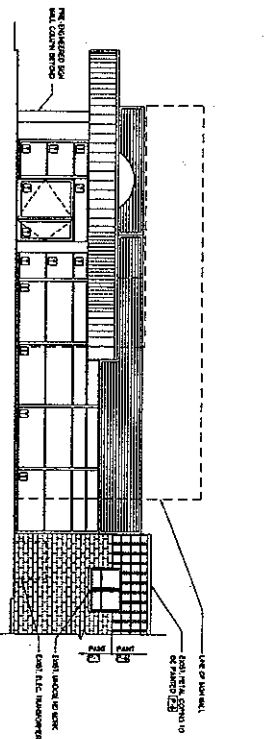
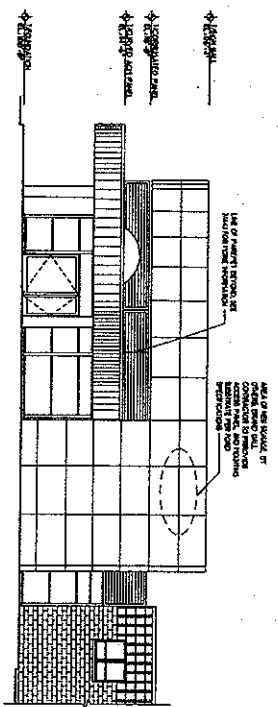
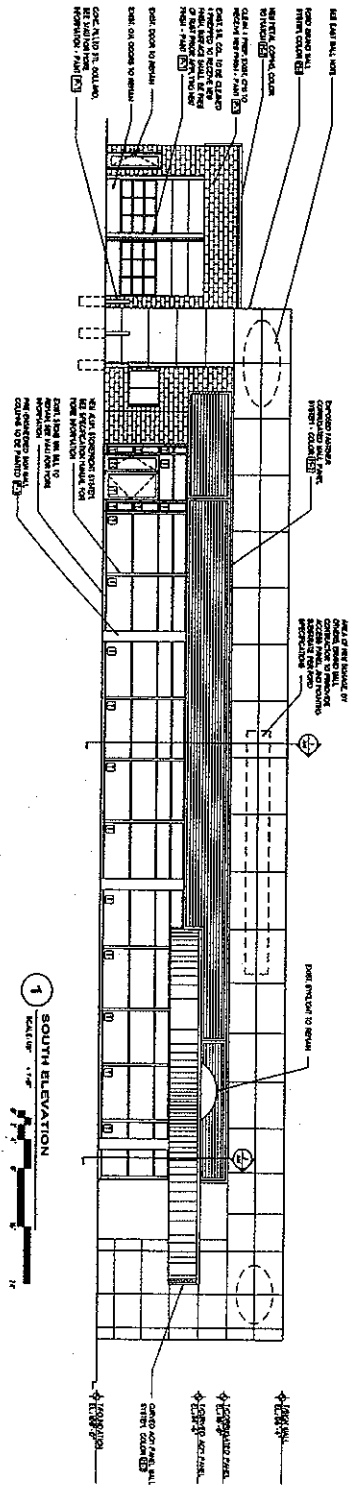
PACKEY WEBB FORD, LP D/B/A PACKEY WEBB FORD, an Illinois Limited Partnership

By _____

Attest _____
Secretary

Date 2/3/11

EXHIBIT A
Design Plan



NOTES:

- GENERAL CONFORMANCE TO NATIONAL BUILDING CODE AND CITY ORDINANCES SHALL BE MAINTAINED THROUGHOUT THE PROJECT.
- ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE AND THE INTERNATIONAL PLUMBING AND MECHANICAL CODES.
- ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE APPROVED BY THE ARCHITECT AND THE CITY ENGINEER.
- ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
- ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED BUDGET.
- ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED QUALITY STANDARDS.
- ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED SAFETY STANDARDS.
- ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED ENVIRONMENTAL STANDARDS.
- ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED ACCESSIBILITY STANDARDS.
- ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED HISTORIC PRESERVATION STANDARDS.

Charles Vincent George ARCHITECTS
 DESIGN GROUP, INC.
 604 North Washington Street
 Naperville, Illinois 60563
 Telephone: 630.331.2822
 FAX: 630.331.2822

PROJECT:

NO.	DATE	DESCRIPTION
1	10/20/09	CONCEPT DESIGN
2	11/10/09	SCHEMATIC DESIGN
3	12/15/09	PRELIMINARY DESIGN
4	01/20/10	FINAL DESIGN
5	02/10/10	CONSTRUCTION ADMINISTRATION

RENOVATION FOR:
PACKEY WEBB FORD
 2150 WEST OGDEN AVENUE
 DOWNERS GROVE, ILLINOIS

PROJECT:
 EXTERIOR ELEVATIONS
 DATE: 08/20/09
 PROJECT: 2009-030
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 SCALE: A3.1

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 JR
Print name

[Signature]
Signature
THOMAS J. WEBB
Print name

Subscribed and sworn to before me
this 3rd day of February, 2011.

[Signature]
Notary Public



11wp8\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