



### AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Resolution Approving Redevelopment Agreement: Development Incentive and Reimbursement Agreement City of Geneva and State Street Coffee, LLC for Dunkin Donuts at 206 E. State Street.		
Presenter & Title:	Cathleen Tymoszenko, Economic Development Director		
Date:	June 19, 2018		
<b>Please Check Appropriate Box:</b>			
<input checked="" type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Associated Strategic Plan Goal/Objective:			
Estimated Cost: \$	Budgeted? <input type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<i>If "Other Funding," please explain how the item will be funded:</i> Geneva Fox River Redevelopment Tax Increment Financing (TIF 3) special tax allocation fund.			
<b>Executive Summary:</b>			
<p>The Geneva Fox River Tax Increment Finance District (TIF 3) was established to provide a mechanism to support public and private development and strengthen the area as a neighborhood commercial and residential district. The SEC of State and Crissy (206 E. State) is under contract for purchase by State Street Coffee, LLC- the Hari Group- for a Dunkin Donut franchise. The Hari Group led by Raj Patel operates several franchises including Dunkin in Batavia and St. Chas.</p> <p>The subject property has been vacant and for sale since 2014. Parent Petroleum purchased the site in 1968; it was, at that time, a Sinclair Gas Station with two bays for auto repair. In 1979, the auto bays were removed and the station was rebranded to Amoco with a small kiosk. In 1997, the station kiosk was knocked down, a 1,300 SF convenience store was built, and the site was rebranded to CITGO. In 2010, the site was rebranded to Mobile. In 2014, the owner purchased the Fuller's gas station at 1166 E. State, moved their operation and vacated the subject site.</p> <p>Dunkin Donuts has been interested in establishing a new store in the East State corridor for several years. In 2015, Karim Khoja had territory rights and unsuccessfully pursued a Kaneville location and the NEC of East Side Drive and State. When the Hari Group acquired the territory, attention was shifted to the subject site. Negotiations began in 2016 resulting in a contract for purchase in 2017. Despite several months of negotiations and due diligence the transaction was cancelled by the buyer as the project costs exceeded estimates and the seller would not agree to a lower price.</p> <p>To secure investment, Economic Development pursued both parties to determine if gap financing could close the deal. The contract purchaser analyzed alternative scenarios to demolish the</p>			

property or to retrofit the building and requested assistance in the amount of \$250,000. The property owner agreed to reduce the purchase price by approximately under 5% and has stated that no further reduction will be considered. With the determination that the project qualified for support under the City's Economic Development Policy and met TIF 3 Redevelopment Plan goals, objectives and strategies, the subject property was again placed under contract in February 2018. A draft Development Incentive and Reimbursement Agreement is presented and recommends the following:

- Grant in the amount \$70,000 an amount equal to 10% of the acquisition cost.
- Sales tax rebate at a rate of 50% of the 1% Municipal sales tax in an amount not to exceed \$102,000 approximately 10% of the construction project budget.

Precedent for this level and type of assistance exists in the corridor as similar assistance has been provided to other anchor tenants including Aldi, Munchie P's, Dairy Queen, Fox Valley Animal Hospital, and CVS. The project meets TIF 3 Redevelopment Plan goals, objectives and strategies by facilitating redevelopment of a vacant property by providing resources for site assembly and facilitating the rehabilitation of an existing property. The project has several public benefits including additional employment in the region (25 full and part time jobs); additional sales tax revenue, and a new destination for residents to walk and enjoy outdoor seating. Moreover, the project is expected to draw new retail interest in the corridor as end users are often swayed to a location through crowd mentality. Attention will be accelerated by the proposed state of the art brand design proposed for this location. This 2020 design has not been built yet anywhere in the Midwest and will be the trademark of Dunkin for the next 10 years.

The developer has submitted an application for Special Use for Drive Thru which will require a public hearing before the Planning and Zoning Commission. The Redevelopment Agreement provides for acknowledgement of these procedures and provides for reviews to be independent of that process.

**Attachments:** *(please list)*

- Resolution Approving Redevelopment Agreement
- Redevelopment Agreement Development Incentive and Reimbursement Agreement City of Geneva and State Street Coffee, LLC with Exhibits

**Voting Requirements:**

*This motion requires 6 affirmative votes for passage.*

*The Mayor may vote on three occasions: (a) when the vote of the aldermen or trustees has resulted in a tie; (b) when one half of the aldermen or trustees elected have voted in favor of an ordinance, resolution, or motion even though there is no tie votes; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.*

**Recommendation / Suggested Action:** *(how item should be listed on agenda)*

Motion to approve Resolution 2018-\_\_\_ Approving Redevelopment Agreement: Development Incentive and Reimbursement Agreement City of Geneva and State Street Coffee LLC for Dunkin Donuts at 206 E. State Street.

**RESOLUTION NO. 2018-59**

**RESOLUTION AUTHORIZING EXECUTION OF A REDEVELOPMENT AGREEMENT: DEVELOPMENT INCENTIVE AND REIMBURSEMENT AGREEMENT CITY OF GENEVA AND STATE STREET COFFEE, LLC.**

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**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS**, as follows:

**SECTION 1:** That the Mayor is hereby authorized to execute, on behalf of the City of Geneva, A Redevelopment Agreement: Development Incentive and Reimbursement Agreement between the City of Geneva and State Street Coffee, LLC, in the form attached hereto at Exhibit “A”, relating to the redevelopment of 206 E. State Street into a Dunkin Donuts franchise.

**SECTION 2:** This Resolution shall become effective from and after its passage as in accordance with law.

**PASSED** by the City Council of the City of Geneva, Kane County, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2018

**AYES:** \_\_ **NAYS:** \_\_ **ABSENT:** \_\_ **ABSTAINING:** \_\_ **HOLDING OFFICE:** \_\_

Approved by me this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**REDEVELOPMENT AGREEMENT:  
DEVELOPMENT INCENTIVE AND REIMBURSEMENT AGREEMENT  
CITY OF GENEVA AND STATE STREET COFFEE, LLC**

This Agreement is entered into this \_\_\_\_\_ day of July, 2018 by the CITY OF GENEVA, Kane County, Illinois, an Illinois Municipal Corporation (hereinafter referred to as the "CITY"); and STATE STREET COFFEE, LLC, an Illinois limited liability company having an address at 1208 Samuel Ct., Naperville, IL 60654 (hereinafter referred to as "Developer"). The City and the Developer are collectively referred to as the Parties.

WITNESS:

Pursuant to the provisions of statutes hereinafter cited and the Illinois Constitution of 1970, and in consideration of the Introductory Statement, the mutual covenants herein contained and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

I. INTRODUCTORY STATEMENTS/FINDINGS:

Among the factors of consideration, which the parties find have resulted in this Agreement, are the following:

A. The City has adopted the Geneva Fox River Redevelopment Plan and Project (Redevelopment Plan) and has designated the Redevelopment Project Area pursuant to the Tax Increment Allocation Redevelopment Act to reduce or eliminate the conditions that qualify the Redevelopment Project Area (RDA) as a conservation area and to provide the mechanisms necessary to support public and private development, strengthening the Fox River area as a neighborhood-level commercial and residential district and to improve connections to the downtown and Fox River. This goal is to be achieved through an integrated and comprehensive strategy that leverages public resources to simulate private growth.

B. The Developer is the contract purchaser of certain property (the "Subject Property") consisting of 15,800 square feet located at the southeast corner of IL Route 38 and Crissy Drive, located wholly within

the <sup>39</sup> boundaries of the CITY and legally described in **Exhibit A**. "Redevelopment Project" will be Developer's improvement of the Subject Property into a modern designed Dunkin Donuts with vehicular drive-thru which will be attained by retrofitting the existing commercial building ( approximately 1,518 square feet floor area) and re-engineering the land site with public utility improvements, a new drive-thru, landscaping and signage. Currently, the Subject Property consists of a single, vacant commercial building which is presently in such state of disrepair that it has caused blight on subject property and generally within the surrounding neighborhood. This Agreement shall be subject to and conditioned upon Developer taking fee title to the Subject Property on or before October 1, 2018.

C. The Parties acknowledge that site modifications plans, hereafter known as Dunkin Donuts Site and Building Plans, as set out at **Exhibit B**, which are attached hereto, require differing levels of Plan Commission, City Council and code compliance review including but not limited to Special Use for drive thru facility.

D. The DEVELOPER is seeking economic assistance from the CITY in order to complete improvements and has demonstrated that without the economic assistance to be given by the CITY the Project as contemplated would not be economically viable.

E. The CITY finds that it in the CITY's best interest to have the Subject Property developed and operated in accordance with the Dunkin Donuts Site and Building Elevation Plans in order to service the needs of the CITY and its residents; that the Redevelopment Project will increase employment opportunities in the City, serve to enhance the commercial economic conditions in the City, stimulate commercial growth and enhance the tax base of the City.

F. Accordingly the CITY commits to certain defined incentives under the terms and conditions hereinafter set forth to induce and assist in the Redevelopment Project.

G. For the purpose 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 (hereinafter referred to as "State") for distribution to the CITY pursuant to the Retailer's Occupation Tax Act (as said Act may be amended), or any other "sales tax" or similar tax that may be enacted by the State of Illinois or any governmental agency or body created under the laws of the State of Illinois and located within the State of Illinois, and which are collected by the State of Illinois and distributed to the CITY. Currently such net portion is one percent (1%) of the total amount of gross sales within the CITY that are subject to the

## II. AUTHORITY

Authority for the parties to enter into this Agreement is hereinafter set forth:

- A. The CITY adopted the Geneva Fox River Redevelopment Project Area and authorized the establishment of tax increment financing district on July 25, 2016 under the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended (the “Act”),
- B. The City is authorized to pay redevelopment project costs as defined in the Act and as set forth in the Plan and Redevelopment Project within the Area pursuant to the Act, the ad valorem taxes, if any, arising from the levies upon taxable real property in the Area by taxing districts and tax rates determined in the manner provided in Section 11-74.4-9(c) of the Act.
- C. That portion, if any, of such taxes that is attributable to the increase in the current equalized assessed valuation of each lot, block, tract, or parcel of real property in the Area shall be allocated to and when collected shall be paid to the Treasurer of the City of Geneva, who shall deposit said taxes into a special fund, hereby created, and designated the “Geneva Fox River Redevelopment Project Area Special Tax Allocation Fund” of the City. Such taxes shall be used for the purpose of paying redevelopment project costs incurred and obligations incurred in the payment thereof.
- D. The City hereby finds that pursuant to all of the authority and the actions described above, the execution and implementation of this Agreement is lawful and proper.

## III. REQUIRED APPROVALS

- A. Dunkin Donuts Site and Building Plans Approval. The Developer shall submit to the City a complete permit application with all required documentation, including engineering, building, and other required plans for the Redevelopment Project to be constructed by the Developer. The City shall review this application in accordance with all applicable ordinances, codes, and regulations and, within twenty (20) days after receipt of the Dunkin Donuts Site and Building Plans, shall

<sup>41</sup> either approve the application and Plans or provide a written description of the reasons that the application and/or the Plans have not been approved.

- B. Construction Approval. Prior to commencing any work on the Redevelopment Project, the Developer shall obtain or cause its contractors to obtain all requisite governmental permits and approvals for such work and at such times as are required in accordance with City ordinances and codes. The Developer shall expeditiously construct or cause to be constructed the Redevelopment Project in a good and workmanlike manner in accordance with all applicable federal, state, and local laws, ordinances, and regulations. The Developer shall not cause or permit any deviation from City-approved engineering and construction plans and specifications without the City's prior consent or as may be otherwise permitted by zoning ordinances.
- C. Indemnification. The Developer covenants and agrees to pay, at its expense, any and all claims, damages, demands, expenses, liabilities, and losses resulting from the construction and development activities of the Developer and its agents, contractors, and subcontractors with respect to the Redevelopment Project and to indemnify and hold and save the City and its officers, agents, employees, engineers, and attorneys (the "Indemnitees") harmless of, from, and against such claims, damages, demands, expenses, liabilities, and losses, except to the extent such claims, damages, demands, expenses, liabilities, and losses arise by reason of the negligence or willful misconduct of the City or other Indemnitees. The Developer shall provide satisfactory proof of insurance covering such indemnity of the City, provided that at such times as the net worth of the Developer (determined in accordance with generally accepted accounting principles) exceeds \$5,000,000, no such insurance shall be required

#### IV. DEVELOPMENT INCENTIVE REIMBURSEMENT

The CITY recognizes and declares that the Redevelopment Project proposed by DEVELOPER is desirable to the CITY and to the Geneva Fox River Redevelopment Project Area (hereinafter sometimes the "Area"), since the development as proposed shall provide economic revenue to the CITY and other taxing bodies and create employment opportunities. The CITY further recognizes and acknowledges that DEVELOPER would not proceed with the Redevelopment Project except for the incentives to be provided by the CITY pursuant to the authority cited above. As such, the incentives to be granted to DEVELOPER shall be applied as hereinafter set forth:

A. **Property Acquisition Grant:** The CITY shall contribute, as a grant award, to the cost of the property acquisition expenses paid by Developer for the property in an amount equal to 10% (ten percent) but not to exceed \$70,000 of the acquisition cost. The CITY agrees to provide this grant award upon completion of the site and building improvements and issuance of a Certificate of Occupancy by the CITY. The OWNER shall submit to the CITY a statement showing proof of payment for the full cost of all work, and/or of each separate component amount due to the contractor(s) involved in furnishing labor, materials, or equipment in said work, and/or component part. The CITY shall, upon receipt of said proof of payment, issue a check to the OWNER in payment of the portion of acquisition expenses.

B. **Local Sales Tax Rebate:** DEVELOPER shall be reimbursed on an annual basis a portion of the sales tax generated from the subject restaurant project at a rate of fifty percent (50%) of the City's allocated portion of sales tax revenue (currently 1%) attributable to the retail sales generated by the Redevelopment Project up to \$102,000.00 or approximately ten percent (10%) of the total construction project budget.

C. The period of payment to DEVELOPER shall commence on the date Dunkin Donuts opens its coffee shop for business to the public, and shall continue thereafter for ten (10) years from the said business opening or until such time that the DEVELOPER receives ten percent (10%) of the amount of the improvements as detailed in the Project Budget as included as **Exhibit C**.

D. **Sources of Funds to Pay Reimbursable Improvement Costs:** Any and all funds committed by the CITY herein are to be derived from property tax increment or sales tax generated by the Redevelopment Project. This pledge of revenue hereby receives the approval of the CITY pursuant to the terms of this Agreement.

## V. REIMBURSEMENT PROCEDURES

A. **Property Tax Increment:** DEVELOPER shall be responsible for payment of property taxes in a timely manner and shall not object to the assessment as determined by the Kane County Assessor.

B. **Sales Tax Reports:** DEVELOPER shall be responsible for duly executing appropriate agreements with any and all retail tenants in the Redevelopment Project requiring same, contemporaneous with the filing of sales tax reports with the Illinois Department of Revenue or

successor agency, to furnish to the CITY certified copies of any and all sales tax returns, sales tax reports, amendments, or any other paper filed with the State of Illinois, said Department of Revenue or other appropriate governmental entity, which documents are being provided to the CITY for purposes of identifying sales tax revenues collected pursuant to this Agreement. In the alternative, DEVELOPER shall be responsible for obtaining, and subsequently providing to the CITY, a list of the names and Illinois Department of Revenue Retail Occupancy Tax Identification Numbers for all retail tenants not later than ten (10) days after the last day of each quarter year. To the extent permitted by law, the CITY shall maintain the confidentiality of the information contained in such reports, but shall be permitted to disclose such information and documents to employees and consultants as the CITY, in its sole discretion, deems appropriate in order to monitor compliance with and audit, this Agreement. The CITY shall employ all legal means to protect the privacy of this information including the defense of any legal action brought against the CITY. In such event, DEVELOPER shall be joined by the CITY to such litigation and CVS shall provide its own counsel and shall bear all of its costs of defense. The CITY shall have no further financial obligation to defend and shall remain a party in the proceedings solely as a necessary party. DEVELOPER shall not be obligated to provide a defense for the CITY. However, notwithstanding anything set forth herein to the contrary, DEVELOPER may elect, solely in its discretion, to not resist the complaint and in that event, the CITY shall not have any further responsibility pertaining to confidentiality of information provided to the CITY under this paragraph.

C. Payment Dates and Change in Sales Tax Structure: The CITY hereby agrees to pay tri-annual installment payments on March 31, July 31, and November 30 of each year (payment date) beginning with the second payment date after the opening date of the first tenant in the Subject Property who satisfies the criteria at Subsection III. B. above to open for business to the public and continuing until such time as to include all sales tax revenues generated from actual sales occurring within the period indicated in Section IV., subject to the following calculations, deductions, terms and conditions:

- 1) The “tri-annual installment payment” shall mean an amount equal to fifty percent (50%) of the local share of sales tax revenue attributable to sales generated by the Redevelopment Project provided the sales tax information has been received by the CITY in a timely manner, all amounts paid to DEVELOPER will be due and payable solely from the sales tax revenues received by the CITY from the Redevelopment Project.
- 2) However, if the CITY no longer receives sales tax revenues from the Subject Property due to a change in Illinois statutes, then the CITY shall make payments to OWNER in the amount of the Local Sales Tax Rebate described in Section IV. hereof from any alternate sources of revenue provided to the CITY by the State specifically as a replacement or substitute for sales tax revenue presently received by the CITY. In the event that the CITY’s share of said sales tax or substitute tax is reduced or increased by the State, then the OWNER's share thereof shall be reduced or increased utilizing the same percentage factor. Nothing in this Subsection 2) changes or affects Subsection IV. C. hereof.

## VI. ADDITIONAL COVENANTS

- A. Cessation of Business Operation: In the event of cessation of operation of the Redevelopment Project before the total of the above described sales tax rebate disbursements are made, and only in such event, the remaining sales tax rebate obligation to equal but not exceed the above described reimbursable costs may not be transferred to any successors or assigns of any interest of DEVELOPER in the Subject Property without the consent of the CITY. Provided, however, in the event the successor to DEVELOPER maintains uses on the Subject Property with similar retail characteristics and proportions resulting in comparable sales tax receipts, the CITY will not unreasonably withhold its consent to the assignment of this Agreement during the remaining term of this Agreement. Should the CITY elect not to assign the incentive to said successors or assigns the remaining sales tax rebate obligations under this agreement shall be considered forfeited.



To the CITY:

City Administrator  
22 South First Street  
Geneva, IL 60134

With copies to:

City Attorney  
22 South First Street  
Geneva, Illinois 60134

I. Authority to Execute: The signatories of the parties hereto warrant that they have been lawfully authorized by the City Council of the CITY and the (Board of Directors) (President) of the State Street Coffee, LLC to execute this Agreement on their behalf.

J. Assignment: Prior to the substantial completion of the construction of the Redevelopment Project, as evidenced by the delivery and approval of the occupancy certificate, the Developer agrees that it shall not sell, assign, or otherwise transfer its rights and obligations under this Agreement other than to an entity having common ownership with the Developer. Nothing herein shall prevent the sale, lease, or other transfer of any portion of the Property by the Developer or relieve the Developer of its obligations under this Agreement. After substantial completion of the Redevelopment Project, the Developer shall have the right to assign its rights and delegate its duties under this Agreement without the consent of the City, provided, however, that the City shall not be required to pay any sums or send any notices to the assignee until the City shall have received written notice of such assignment from the assignor and the assignee.

K. Successors and Assigns: Recordation: The agreements, undertakings, rights, benefits, and privileges set forth in this Agreement shall be binding on and inure to the benefit of the parties and their respective successors, assigns, and legal representatives (including successor Corporate

Authorities).

- L. Consent or Approval: Except as otherwise provided in this Agreement, whenever consent or approval of either party is required, such consent or approval shall not be unreasonably withheld, delayed, or conditioned.
- M. Interpretations: This Agreement has been jointly negotiated by the Parties and shall not be construed against a Party because that Party may have primarily assumed responsibility for the drafting of this Agreement.
- N. Exhibits: All exhibits attached hereto are declared to be a part of this Agreement and are incorporated herein by this reference.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement is entered into at Geneva, Illinois, as of the date and year shown above.

APPROVED BY the City of Geneva, Kane County, Illinois, by Resolution No. 2018-\_\_\_\_, on the \_\_\_\_ day of July, 2018.

CITY OF GENEVA  
an Illinois Municipal Corporation

State Street Coffee, LLC

\_\_\_\_\_  
Kevin R. Burns  
Mayor  
ATTEST:

BY: \_\_\_\_\_  
Name:  
Manager

\_\_\_\_\_  
City Clerk

## EXHIBIT A

## LEGAL DESCRIPTION

## PARCEL 1

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF STATE STREET WITH THE EAST LINE OF BATAVIA STREET (NOW CRISSEY AVENUE), SAID POINT BEING SOUTH 79 1/2 DEGREES EAST ABOUT 10.69 CHAINS FROM THE WEST LINE OF SECTION 2 AFORESAID; THENCE SOUTH ALONG THE EAST LINE OF BATAVIA STREET (NOW CRISSEY AVENUE) 100 FEET; THENCE SOUTH 82 DEGREES 48 MINUTES EAST 158 FEET TO THE WEST LINE OF A TRACT OF LAND CONVEYED TO HARRY L. BENNETT BY DEED DATED OCTOBER 30, 1866 AND RECORDED MARCH 30, 1868 IN BOOK 104 PAGE 92; THENCE NORTH 3 DEGREES WEST ALONG BENNETT'S WEST LINE TO THE SOUTH LINE OF STATE STREET; THENCE NORTH 79 1/2 DEGREES WEST ALONG THE SOUTH LINE OF SAID STREET, 163 1/2 FEET TO THE POINT OF BEGINNING; IN THE CITY OF GENEVA, KANE COUNTY, ILLINOIS.

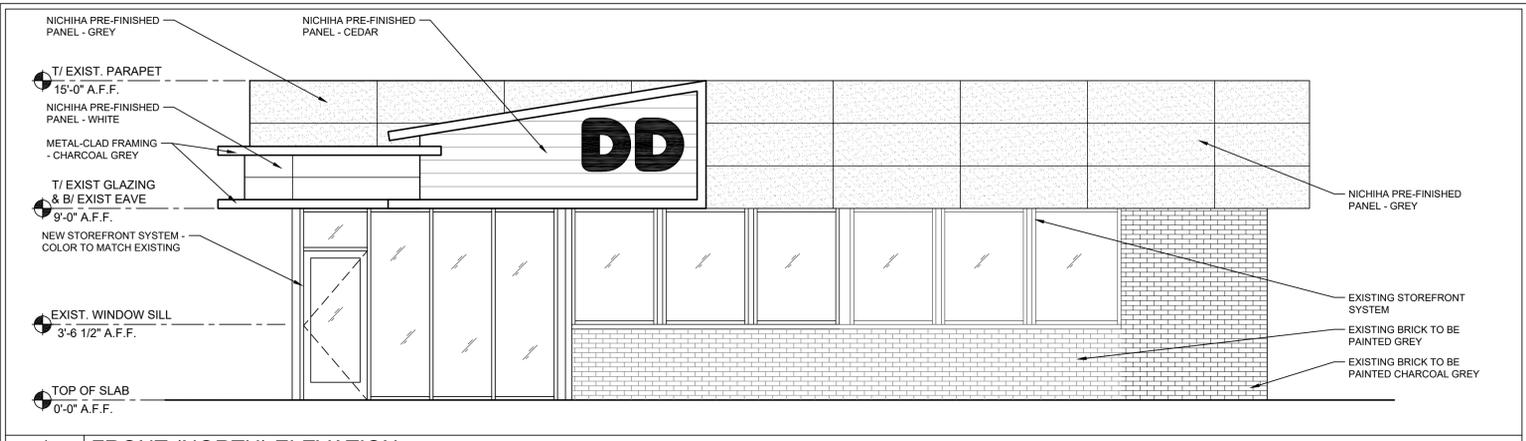
PIN 12-02-355-001

## PARCEL 2

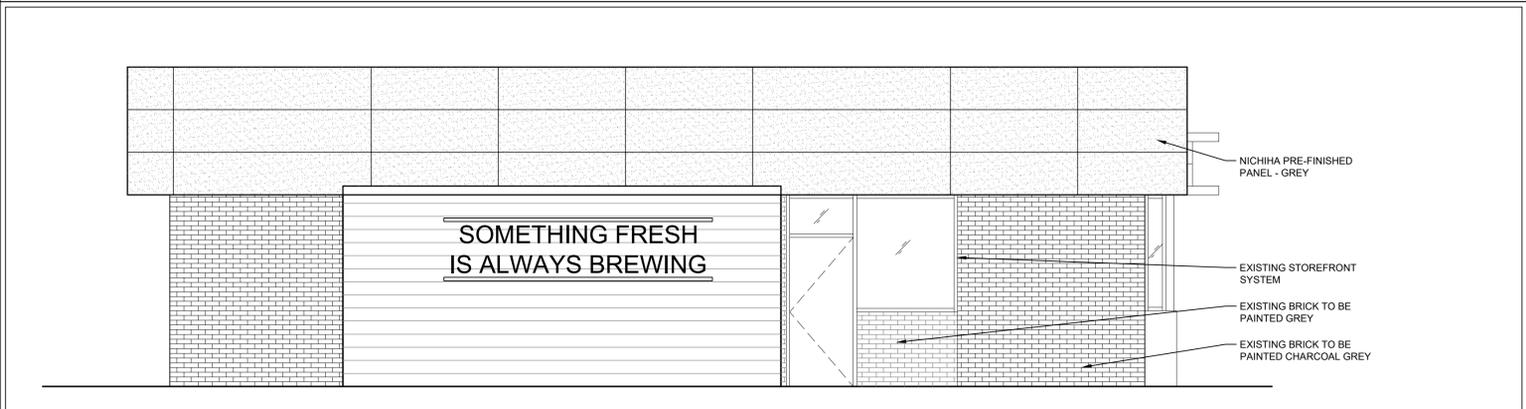
THAT PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTHERLY LINE OF STATE STREET WITH THE EASTERLY LINE OF CRISSEY AVENUE; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF CRISSEY AVENUE 100 FEET FOR THE POINT OF BEGINNING; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF CRISSEY AVENUE 70.01 FEET; THENCE SOUTH 82 DEGREES 48 MINUTES EAST 154.05 FEET TO A LINE DRAWN FROM A POINT ON THE SOUTHERLY LINE WITH THE EASTERLY LINE OF CRISSEY AVENUE TO A POINT ON THE NORTH LINE OF BLOCK I OF A.B. MOOR'S ADDITION TO GENEVA, 149.45 FEET EAST OF THE EASTERLY LINE OF SAID CRISSEY AVENUE; THENCE NORTHERLY ALONG SAID LAST DESCRIBED LINE 69.90 FEET TO A POINT WHICH IS 82 DEGREES 48 MINUTES WEST 158 FEET TO THE POINT OF BEGINNING, IN THE CITY OF GENEVA, KANE COUNTY, ILLINOIS.

PIN 12-02-355-002

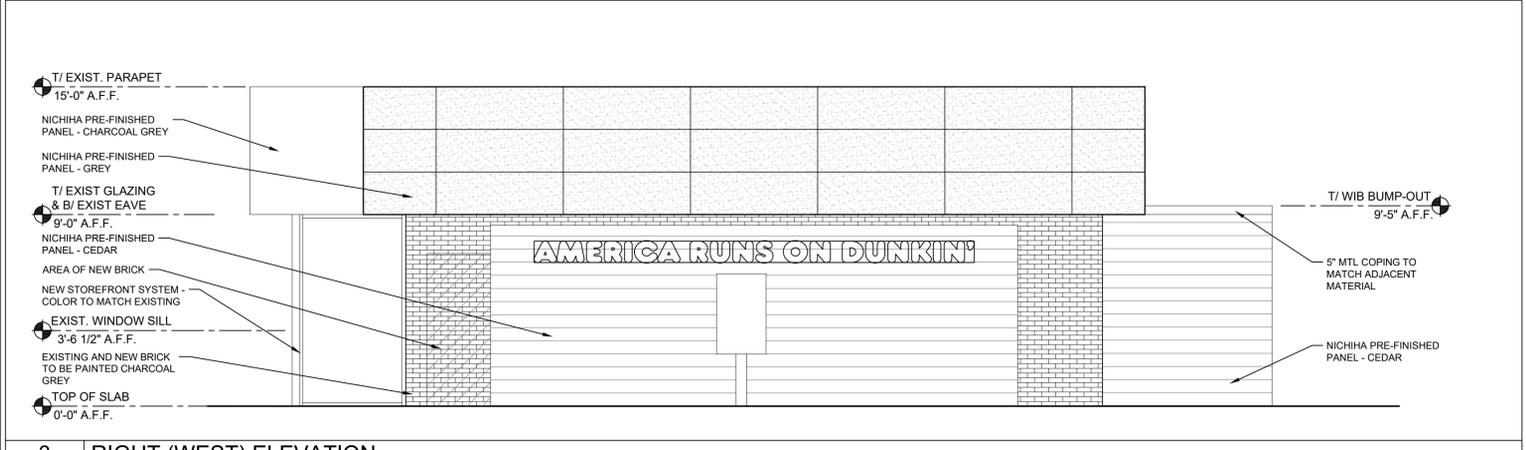
**EXHIBIT B**  
**Dunkin Donuts Site and Building Plans**  
**See Attached**



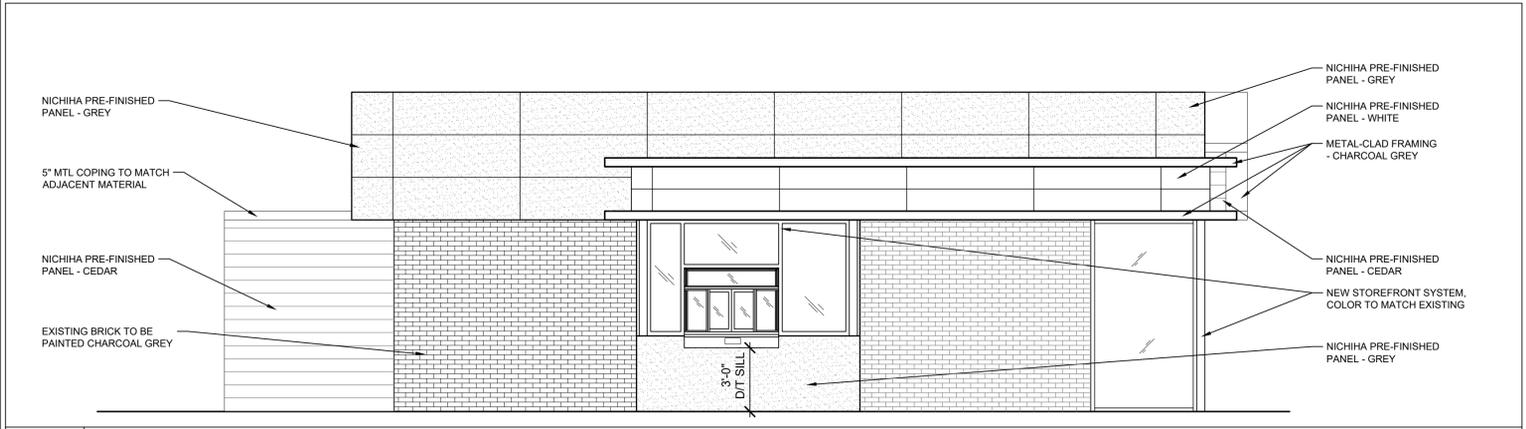
**1 FRONT (NORTH) ELEVATION**  
 1/4" = 1'-0" NOTE:



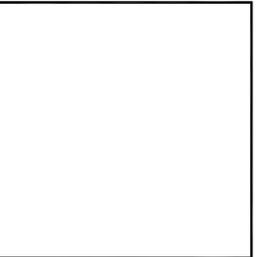
**2 REAR (SOUTH) ELEVATION**  
 1/4" = 1'-0" NOTE:



**3 RIGHT (WEST) ELEVATION**  
 1/4" = 1'-0" NOTE:



**4 LEFT (EAST) ELEVATION**  
 1/4" = 1'-0" NOTE:



ARCHITECT:  
 24 N. BENNETT ST.  
 GENEVA, IL 60134  
 PHONE 630 608 0500  
 FAX 630 786 3132  
 PROFESSIONAL DESIGN FIRM  
 NO. 184 005766

STATE OF ILLINOIS  
 LICENSED ARCHITECT  
 ERIC R. CARLSON  
 001-018652  
 SIGNED: *Eric Carlson*  
 ERIC R. CARLSON, ARCHITECT  
 ILLINOIS REGIST. NO. 001-018652  
 DATE: 11-27-17  
 LIC. EXP.: 11-30-18

CLIENT:  
  
 206 E State Street  
 Geneva, Illinois 60134

#	DESCRIPTION	DATE
1	INITIAL SUBMITTAL	11-27-17

FILE NAME: 17057\_DD Geneva  
 DRAWN BY: GVB REVIEWED BY: ERC  
 SHEET TITLE:

EXTERIOR ELEVATIONS  
 SHEET NO.  
**A5.0**

IF PRINTED TO SCALE, BOTH THESE BARS WILL MEASURE 1"



IF PRINTED TO SCALE, BOTH THESE BARS WILL MEASURE 1"

ARCHITECT:

**EPA**  
ARCHITECTS  
AND  
PLANNERS

24 N. BENNETT ST.  
GENEVA, IL 60134  
PHONE 630 608 0500  
FAX 630 786 3132

PROFESSIONAL DESIGN FIRM  
NO. 184 005766

STATE OF ILLINOIS  
LICENSED ARCHITECT

ERIC R. CARLSON  
001-018652

SIGNED: *Eric Carlson*  
ERIC R. CARLSON, ARCHITECT

ILLINOIS REGIST. NO. 001-018652  
DATE: 11-27-17  
LIC. EXP.: 11-30-18

CLIENT:

**DUNKIN'S  
DONUTS**

206 E State Street  
Geneva, Illinois 60134

REVISIONS: 

#	DESCRIPTION	DATE
1	INITIAL SUBMITTAL	11-27-17

FILE NAME: 17057\_DD Geneva  
DRAWN BY: GVB    REVIEWED BY: ERC  
SHEET TITLE:

RENDER 1  
SHEET NO.

**A5.1**



IF PRINTED TO SCALE, BOTH THESE BARS WILL MEASURE 1"

ARCHITECT:

**EPA**  
ARCHITECTS  
AND  
PLANNERS

24 N. BENNETT ST.  
GENEVA, IL 60134  
PHONE 630 608 0500  
FAX 630 786 3132

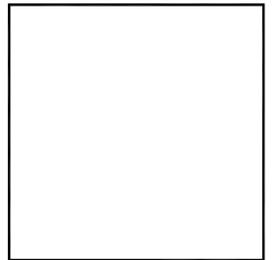
PROFESSIONAL DESIGN FIRM  
NO. 184 005766

STATE OF ILLINOIS  
LICENSED ARCHITECT

ERIC R. CARLSON  
001-018652

SIGNED: *Eric Carlson*  
ERIC R. CARLSON, ARCHITECT

ILLINOIS REGIST. NO. 001-018652  
DATE: 11-27-17  
LIC. EXP.: 11-30-18



CLIENT:

**DUNKIN'S  
DONUTS**

206 E State Street  
Geneva, Illinois 60134

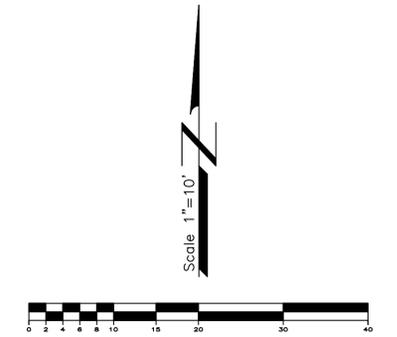
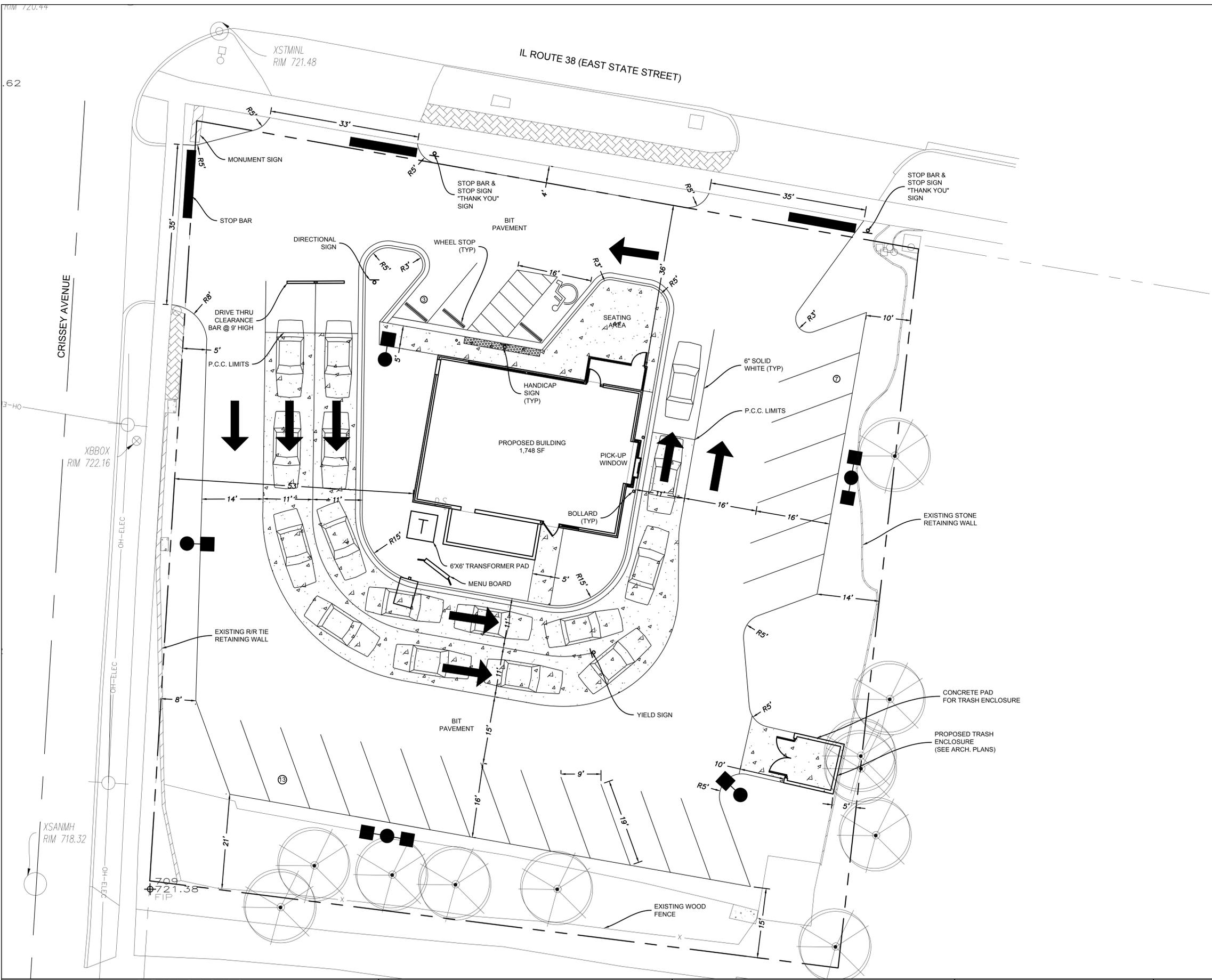
REVISIONS:

#	DESCRIPTION	DATE
1	INITIAL SUBMITTAL	11-27-17

FILE NAME: 17057\_DD Geneva  
DRAWN BY: GVB    REVIEWED BY: ERC  
SHEET TITLE:

RENDER 2  
SHEET NO.

**A5.2**



**SITE ANALYSIS**

**SITE**  
 SE Corner of Crissey Ave & E. State St. (IL RT 38)  
 Geneva, IL

Proposed Use Dunkin' Donuts  
 Existing Zoning B-2  
 Required Zoning B-2

Parcel Area 26,060 sf (0.60 Ac.)  
 0.05 ± Acres

Building Area 1,748 sf Dunkin' Donuts

**SETBACKS**

	Front Yard (E State St)	Rear Yard (B-2)	Side Yard (B-3E)	Side Yard (Crissey Ave)
Building Setback	0' Provided 37'	0' 81'	0' 58'	0' 53'
Landscape Setback	0' Provided 0'	0' 16'	0' 11'	0' 5'

**PARKING**

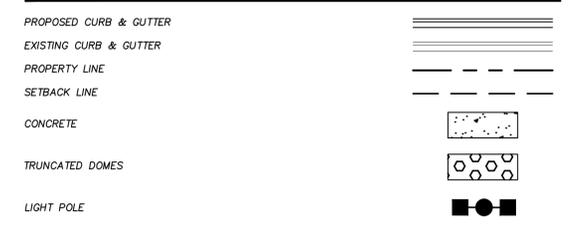
Quantity Req'd 18 = 1 x 1,748/100  
 18 Required Establishment selling food (1 per 100 sf floor area)

Provided 23 = 22 Standard + 1 ADA

Stall Size Required 9' x 18' (Standard)  
 Provided 9' x 18' (Standard), 16' x 18' (ADA)

Driveway Width Minimum 24'  
 Provided 35'

**LEGEND**



**SITE NOTES**

- ALL DIMENSIONS ARE BACK OF CURB UNLESS OTHERWISE NOTED.
- ALL CURB RADII ARE BACK OF CURB UNLESS OTHERWISE NOTED.
- CONTRACTOR TO VERIFY DIMENSIONS PRIOR TO STARTING WORK AND NOTIFY ENGINEER IF ANY DISCREPANCIES ARE FOUND.
- SIDEWALK AROUND PERIMETER OF BUILDING SHALL BE WALK/PAVEMENT UNLESS OTHERWISE SPECIFIED ON PLANS.
- CONTRACTOR WILL BE RESPONSIBLE FOR REPAIRING ALL EXISTING PAVEMENT DAMAGED DURING CONSTRUCTION.
- SEE DETAILS FOR BITUMINOUS AND CONCRETE PAVEMENT SECTIONS.
- CONTRACTOR TO PROVIDE TEMPORARY TRAFFIC CONTROL MEASURES DURING CONSTRUCTION OF ENTRANCE OF R.O.W. IN ACCORDANCE W/ ILLINOIS D.O.T. REQUIREMENTS.
- ADA HANDICAP RAMPS SHALL BE INSTALLED AT ALL LOCATIONS DELINEATED ON PLANS AS WELL AS AT ALL LOCATIONS WHERE SIDEWALK ABUTS DRIVES OR ROADWAYS.
- CONTRACTOR SHALL COMPARE ARCHITECTURAL AND ENGINEERING PLANS FOR INTERFACE COMPATIBILITY.
- ALL CURB AND GUTTER SHALL BE B6:12 UNLESS OTHERWISE NOTED ON PLANS.
- PAVEMENT STRIPING TO BE TRAFFIC YELLOW TWO COATS UNLESS OTHERWISE SPECIFIED ON PLANS.

**IMPERVIOUS CALCULATIONS**

Existing Impervious Area - 22,816 sf or 0.52 acres  
 Proposed Impervious Area - 19,622 sf or 0.45 acres  
 Net Impervious Area Decrease - 3,194 sf or 0.07 acres

**REVISIONS**

NO.	DATE	DESCRIPTION

**SITE PLAN & UTILITY PLAN**

**DUNKIN' DONUTS**  
SEC IL ROUTE 38 & CRISSEY AVE  
GENEVA, ILLINOIS

**Craig R. Knoche & Associates**  
 Civil Engineers, P.C.  
 24 N. Bennett Street • Geneva, IL 60134 • phone (630) 845-1270 • fax (630) 845-1275

DATE: 6/5/18  
 FILE: 18-019 C10  
 JOB NO: 18-019

**C1.1**  
 SHEET NO.

## EXHIBIT C

## PROJECT BUDGET

Acquisition	700,000
Building	628,655
Site	285,050
Misc.	106,750
 TOTAL	 \$1,720,455