

AMENDED DEVELOPMENT AGREEMENT

This Amended Development Agreement (“Agreement”) entered into as of the ___th day of March, 2019 between the City of Rochelle, an Illinois municipal corporation (“City”), Prescott Properties- Rochelle, LLC, an Illinois limited liability company (“Owner”) and Prescott Brothers Ford, Inc., an Illinois corporation (“Operator”), and collectively referred to as “the Parties”:

WITNESSETH

WHEREAS, on December 13, 2016, the Parties entered into a Development Agreement for the development of certain commercial property for use as an automobile dealership at 620 South 7th Street, Rochelle, Illinois;

WHEREAS, Operator has continuously operated the automobile dealership and repair facility on the Property following the development of 620 South 7th Street, Rochelle, Illinois; and

WHEREAS, Owner and Operator intend to develop additional parking lot area for its automobile dealership to expand the operations at afore-said automobile dealership; and

WHEREAS, it is necessary to offer economic incentives to Owner and Operator financial incentives in the form of an Extended Sales Tax Rebate set forth in the December 13, 2016 Development Agreement for an additional one (1) year in order to make the development financially feasible.

WHEREAS, the City deems it to be in the best interests of the City for the Property to be developed in the manner intended by Owner and Operator, and for the City to extend the Sales Tax Rebate certain economic incentives to Owner and Operator to do so; and

WHEREAS, the Rochelle City Council has made the following findings with respect to the sales tax rebate provisions of paragraph 3(b) of this Agreement: (1) that the Development of additional parking is expected to create additional sales or retain job opportunities within the City; (2) that the Development will serve to further the development of adjacent areas; (3) that without the agreement for a rebate of sales taxes the Development would not be possible; (4) that Owner and Operator meet high standards of creditworthiness and financial strength, as demonstrated by a letter from a financial institution with assets of \$10,000,000.00 or more attesting to the financial strength of Owner and Operator; (5) that the Development will strengthen the commercial sector of the City; (6) that the Development will enhance the tax base of the City; and (7) that this Agreement is made in the best interest of the City; and

WHEREAS, the Parties have entered into this Amended Agreement for the purpose of memorializing the agreements reached by the parties with respect to the Development of the Property, and the economic incentives to be offered by the City to Owner and Operator for the Development;

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the receipt and sufficiency of which are acknowledged, the Parties agree to amend the Paragraph 3(b) of December 13, 2016 Development Agreement as follows:

1. Notwithstanding anything to the contrary contained in Section 3(b) of the December 13, 2016 Development Agreement, the Parties hereby acknowledge and agree that the City shall rebate to Operator a sum equal to one-half of the one percent portion of the Operator's Retail Occupation Tax paid by the Operator to the Illinois Department of Revenue for all taxes paid by the Operator through December 31, 2020. In no event shall any rebate be made on taxes paid by Operator after the calendar year 2020.
2. The City also agrees to waive any permit fees for the development of the Property and/or the expansion of the parking area for the automobile dealership operated by the Operator.
3. Operator agrees and understands that its obligations in Paragraph 2 of the December 13, 2016 Development Agreement entitled "Employment" shall remain in effect for the duration of the Sales Tax Rebate and the one-year extension, as set forth in this Agreement.
4. The Parties hereby reaffirm their agreement with all the terms and provisions of the December 13, 2016 Development Agreement and this Agreement.
5. The December 13, 2016 Development Agreement and this Agreement represent the entire agreement among the parties with respect to the matters that are the subject hereof.
6. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall collectively constitute one and the same instrument representing this Agreement between the parties hereto, and it shall not be necessary for the proof of this Agreement that any party produce or account for more than one such counterpart. Facsimile signatures shall be given the same force and effect as original signatures and shall be treated for all purposes and intents as original signatures.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date set forth above.

THE CITY OF ROCHELLE, an Illinois municipal corporation

By: _____
City Manager

Attest: _____
City Clerk

PRESCOTT PROPERTIES--ROCHELLE, LLC, an Illinois limited liability company

By: _____
Thomas K. Prescott, Manager

PRESCOTT BROTHERS FORD, INC., an Illinois corporation

By: _____
Thomas K. Prescott, President