



Legislation Text

File #: ORD20-1638, **Version:** 1

An Ordinance Authorizing Delivery of Consent to Assignment and Ratification of A Redevelopment Agreement

WHEREAS, the Village of Romeoville (the “Village”) and CT MLH Bluff Road Venture, LLC (“Assignor”) have entered into that certain Redevelopment and Financing Agreement, dated December 20, 2017 and recorded in the office of the Will County Recorder as Document No. R2018071268 (the “Redevelopment Agreement”) pertaining to the development of the property commonly known as 901 to 1001 Bluff Road, Romeoville, Illinois (the “Property”);

WHEREAS, Assignor and _____ (“RDA Assignee”) have entered into that certain Agreement of Sale and Purchase, dated _____, 2020, pertaining to Property (the “Purchase Agreement”) and following the conveyance of the Property, the RDA Assignee will be the legal owner of all the Property owned by Assignor that is subject to the Redevelopment Agreement and the Annexation Agreement;

WHEREAS, the Purchase Agreement provides, among other things, that Assignor will assign certain rights and obligations under the Redevelopment Agreement to RDA Assignee and certain rights under the Redevelopment Agreement to _____ (“TIF Assignee”) pursuant to an assignment and assumption agreement in the form attached hereto as Exhibit A (the “Assignment Agreement”);

WHEREAS, the Redevelopment Agreement provides that (1) the Assignor may not assign its obligations under the Redevelopment Agreement to any unaffiliated party without the Village’s consent and (2) the Village’s obligations under the Redevelopment Agreement may not be assigned without the Village’s consent;

WHEREAS, the Village and Assignor (formerly known as CT MIC Bluff Road Venture, LLC) also entered into that certain Annexation Agreement, dated December 6, 2017 and recorded in the Office of the Will County Recorder on Document No. R2018004998 (the “Annexation Agreement”), which further sets forth the terms and conditions for the development of the Property;

WHEREAS, final engineering plans for the subdivision of the Property (the “Subdivision”) have been approved by the Village as required by the Annexation Agreement;

WHEREAS, Certificate of Occupancy #43077 is final and was issued for Building A on Lot 1 of the Subdivision in accordance with the requirements of the Annexation Agreement;

WHEREAS, Certificate of Occupancy #43076 is final and was issued for Building B on Lot 2 of the Subdivision in accordance with the requirements of the Annexation Agreement;

WHEREAS, the public improvements for the Subdivision have been installed and have been accepted by the Village pursuant to RES19-2780 and are the only public improvements, except for the Bluff Road Improvements accepted by RES19-2771, required by Village ordinances, the Annexation Agreement and the Redevelopment Agreement with regard to development of the Subdivision and the Property;

WHEREAS, the Bluff Road Improvements, as that term is defined in the Annexation Agreement, have been installed, have been accepted by the Village pursuant to RES19-2771 and are the only improvements to Bluff Road required by Village ordinances, the Annexation Agreement and the Redevelopment Agreement;

WHEREAS, RES19-2780 further provides that the public improvements for the Subdivision shall be subject to a one year maintenance period from the September 18, 2019 date of the adoption of RES19-2780, and that such one year maintenance period shall be secured by the posting of a maintenance bond in the amount of \$270,018.44 (the "Public Improvements Maintenance Bond");

WHEREAS, Assignor has delivered the Public Improvements Maintenance Bond to the Village, and is the named principal under the Public Improvements Maintenance Bond;

WHEREAS, RES19-2771 further provides that the Bluff Road Improvements shall be subject to a one year maintenance period from the September 4, 2019 date of the adoption of RES19-2771, and that such one year maintenance period shall be secured by the posting of a maintenance bond in the amount of \$169,148.06 (the "Maintenance Bond", and together with the Public Improvement Maintenance Bond, collectively (the "Bonds"));

WHEREAS, Assignor has delivered the Bonds to the Village, is the named principal under the Bonds and has agreed that the Bonds shall remain in place for the applicable one year maintenance periods as set forth herein above for the benefit of the Village as required by the Annexation Agreement and Redevelopment Agreement;

WHEREAS, the demolition and grading permit, as required by Section 12-3(A) of the Redevelopment Agreement, has been issued by the Village prior to July 1, 2018;

WHEREAS, the Public Redevelopment Projects, as that term is defined in the Redevelopment Agreement, have been developed and constructed as required by the Redevelopment Agreement, conveyed to the Village by the Assignor, and approved and accepted by the Village;

WHEREAS, to date, the Village has paid \$84,779 of the Developer Reimbursement Amount, as that term is defined in the Redevelopment Agreement, and \$14,465,221 of the Developer Reimbursement Amount remains to be paid under the Redevelopment Agreement; and

WHEREAS, in light of the performance of the obligations related to the development of the Property as required by the applicable Village ordinances, the Annexation Agreement and the Redevelopment Agreement as referenced herein, the Village is willing to consent to the assignments contemplated herein in order to effectuate the assignments between and among the Assignor, the RDA Assignee and the TIF Assignee.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES

OF THE VILLAGE OF ROMEOVILLE, WILL COUNTY, ILLINOIS:

SECTION ONE. That the foregoing Recitals are hereby incorporated into this Ordinance as if fully set forth in this Section 1.

SECTION TWO. That the Village President is authorized to execute the Village consent as attached to the Assignment Agreement in substantially the form attached hereto and incorporated as Exhibit A, and the Village Clerk is hereby authorized and directed to attest thereto, provided, further, however, that the authorization granted herein shall be exercised contemporaneously with and conditioned upon a) the Village's issuance of its real estate transfer tax stamps in connection with the conveyance of the Property contemplated by the Purchase Agreement and b) the Village's receipt of the Early Transfer Fee due and owing to the Village pursuant to Section 7 of the Redevelopment Agreement.

SECTION THREE. That the Village hereby affirms that the Redevelopment Agreement is in full force and effect and ratifies all actions taken to date with respect to the Redevelopment Agreement.

SECTION FOUR. That the various provisions of this Ordinance are to be considered severable and if any part or portion of this Ordinance shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Ordinance.

SECTION FIVE. All prior Ordinances and Ordinances, or parts thereof in conflict or inconsistent with this Ordinance are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION SIX. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.