

RESOLUTION 18-13

**A RESOLUTION APPROVING AN AMENDMENT TO THE
TRACTOR SUPPLY DEVELOPMENT AGREEMENT**

WHEREAS, the Village Board Approved an Ordinance on January 8, 2018 which approved entry into a Development Agreement for the building of a Tractor Supply retail store at the corner of Grimm Road and Illinois Route 83, and

WHEREAS, that Development Agreement included a site plan which showed intended road access points on both Grimm Road and Route 83, and

WHEREAS, the site plan was subsequently recommended for approval by the Planning and Zoning Board and was formally approved by the Village Board on February 12, 2018 and

WHEREAS, the Developer thereafter commenced the process to secure approval from the Illinois Department of Transportation for the road access onto Route 83 and found that the process was going to take significantly longer than it had planned for, and

WHEREAS, the Developer subsequently reconfigured its proposed site plan to eliminate the road access onto Route 83, and

WHEREAS, the Village Board finds that the revised site plan is only a minor modification of the originally approved site plan and that the same should be approved, and

WHEREAS, the Village Board further finds that approving the draft amendment to the Development Agreement attached as Exhibit A hereto, including the revised site plan drawing is appropriate and in the best interests of the Village and its taxpayers,

NOW THEREFORE, BE IT RESOLVED by the Village of Antioch, Lake County, Illinois, as follows:

SECTION ONE: The Amended Development Agreement attached as Exhibit A hereto is approved and all appropriate officials are authorized and directed to execute the same.

SECTION TWO: This resolution shall take effect immediately upon passage.

PASSED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF ANTIOCH, ILLINOIS,
ON THIS 12th DAY OF MARCH, 2018.

ATTEST:


LAWRENCE M. HANSON, MAYOR


LORI K. ROMINE, VILLAGE CLERK

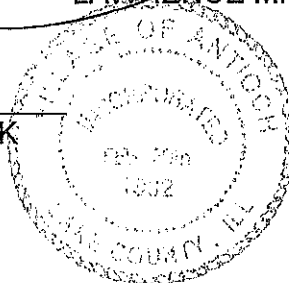


EXHIBIT A

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (the "Amendment") is made as of the 12th day of March, 2018 ("Effective Date"), by and between AntiochT, LLC, an Arkansas limited liability company ("Developer"), and VILLAGE OF ANTIOCH, ILLINOIS, a municipality in the State of Illinois ("Village").

RECITALS

- A. Village and Developer entered into that certain Development Agreement that Developer signed on January 12, 2018, and Village signed on January 17, 2018, with respect to property located in Lake County, Illinois (the "Contract").
- B. A revision to the Site Plan [which was attached as Exhibit C to the Contract] has been made with notice to and consent of Village.
- C. The parties desire to amend the Agreement as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agrees as follows:

1. Terms. Capitalized terms used herein shall have the meanings set forth in the Contract and this Amendment.
2. Preamble. Recital 10 in the Preamble to the Contract will be deleted in its entirety and the following substituted in lieu thereof:

"WHEREAS, the Developer has access to its improvements only off Grimm Road and the Village has a significant need to improve Grimm Road as the same will serve to relieve congestion and improve safety around the critical intersection of Illinois Routes 83 and 173; and"

3. Amendment to Exhibit B to Contract. Paragraph 5 of Exhibit B to the Contract is hereby amended to strike any reference to the Site Plan dated November 1, 2017, and substitute in lieu thereof the Site Plan that is dated February 23, 2018. The corrected and amended Exhibit B is attached hereto.
4. Amendment to Exhibit C. Exhibit C to the Contract was originally a Site Plan dated November 1, 2017, which is hereby struck in its entirety and substituted in lieu thereof the Site Plan dated February 23, 2018, which is attached hereto.

5. Conflict. In the case of any conflict between the terms of this Amendment and the provisions of the Contract, the terms of this Amendment shall control.

6. Ratification. All terms and provisions of the Contract, except as specifically modified herein, are hereby ratified and confirmed and shall remain in full force and effect.

7. Governing Law. The terms and provisions of this Amendment shall be governed by and construed in accordance with the laws of the State of Illinois.

8. Successors and Assigns. This Amendment shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

9. Counterparts; Facsimile. This Amendment may be executed in any number of counterparts. Each of such counterparts shall, for all purposes, be deemed to be an original, and all such counterparts shall together constitute one and the same agreement. This Amendment may be executed by facsimile or e-mail of a PDF file, which shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date set forth above.

VILLAGE:

VILLAGE OF ANTIOCH, ILLINOIS

By: 

Print Name: Lawrence M. Hanson

Title: Mayor

SEPARATE SIGNATURE PAGE OF DEVELOPER

DEVELOPER:

AntiochT, LLC

By: Larry Jancey

Print Name: LARRY JANCEY

Title: Executive Vice President

EXHIBIT B

TERM SHEET, INCLUDING ALL EXHIBITS THERETO

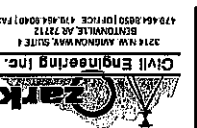
1. The Developer will not be responsible for any payment of any kind toward required future improvements to Grimm Road.
2. The Developer will not be required to pay any impact fees for schools, libraries or other entities, except for the First Fire Protection District of Antioch and the Developer is free to contact that entity to negotiate a specific impact fee.
3. The Village's building permit and utility tap on fees to be paid by Developer shall be those in effect on December 1, 2017, even if increased by the Village subsequently, provided however that Developer's payment for the building permit fee will be limited to fifty percent (50%) of such fee amount as in effect on December 1, 2017.
4. The Developer shall pay recapture fees in the amount of \$25,542.40 as required by Village ordinances previously recorded as document 5480600 at the time building permits are issued. The Village represents that this amount constitutes the entire recapture fee due to any third parties as a condition of developing the subject parcel and holds the Developer harmless of and from any claims over and above this amount from any and all third parties to this Agreement.
5. The Developer shall develop the subject site in substantial conformance with the Site Plan layout dated February 23, 2018 which they submitted, subject to any changes approved by the Village Board or required by the Illinois Department of Transportation.
6. The Village has committed to pay the sum of \$75,000.00 at closing to secure off-site wetlands credits from a duly authorized entity so that the Developer may develop the entire subject site without providing any individual stormwater detention facilities thereon.
7. Developer will not be required to post a R.O.W. bond.
8. Developer will deposit \$10,000 into escrow for Engineering/Architecture Review Fee and Developer's liability for Engineering/Architecture Review Fee shall not exceed \$10,000.

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LEASE PLAN
SHEET 18

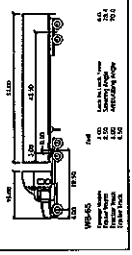
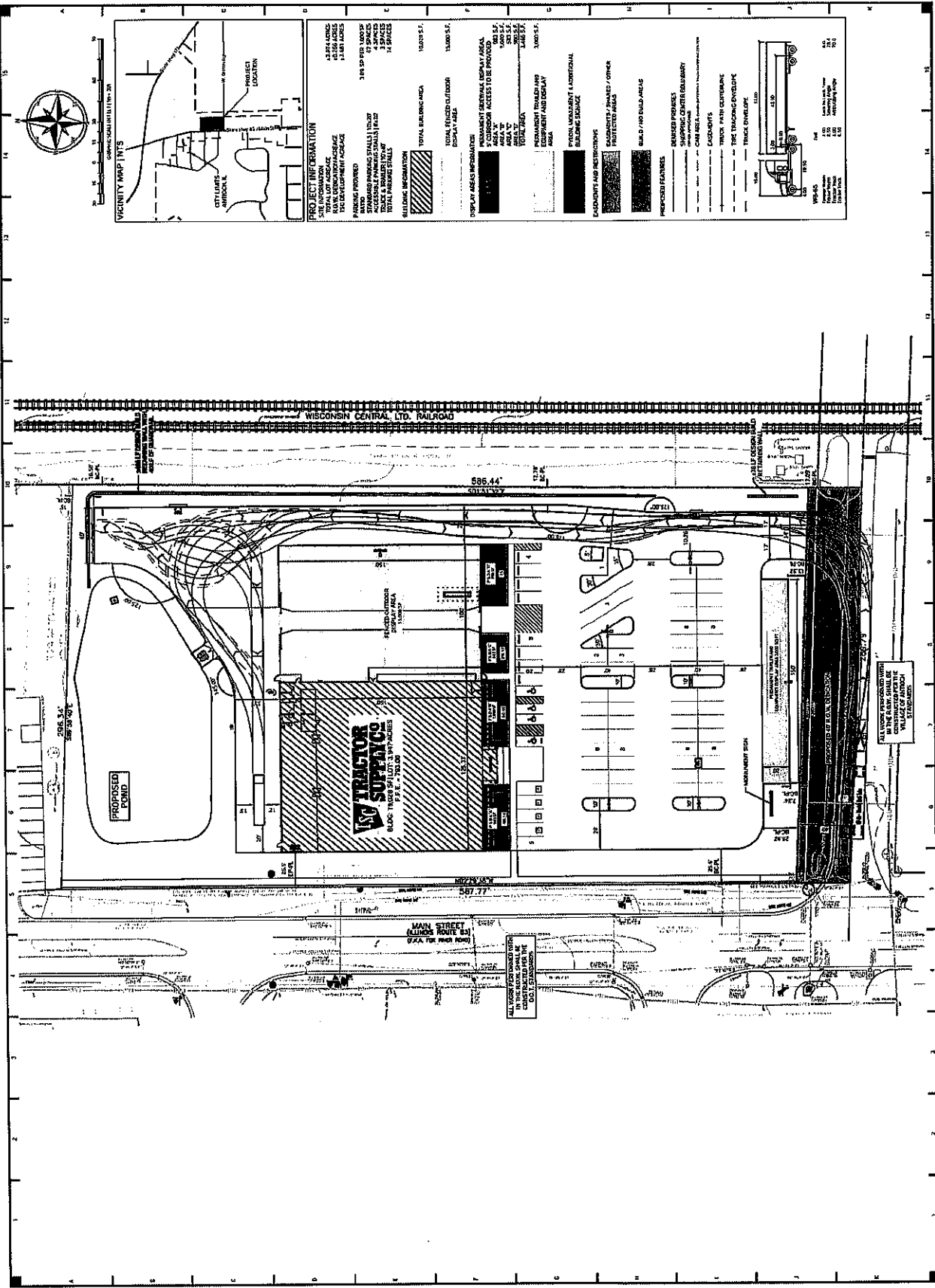
NEW COMMERCIAL DEVELOPMENT
R.A. WILSON ENTERPRISES, LLC
23360 GRIMA ROAD
ANTIOCH, ILLINOIS

Civil Engineering Inc.
23718 N. ARROWHOLE DR. SUITE 100
ANTIOCH, IL 60010
TEL: (815) 464-8899 FAX: (815) 464-8040



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THIS DRAWING WAS CREATED FOR CONCEPTUAL PURPOSES
CLIENT'S AND/OR CITY INFORMATION WAS OBTAINED FROM THE
CLIENT'S AND/OR CITY INFORMATION. THEREFORE, THE DESIGN
MAY VARY DEPENDING ON ACTUAL TOPOGRAPHY, CONDITIONS
AND/OR SITE CONDITIONS WHICH COULD CAUSE CHANGES TO PARKING
RATIOS AND AVAILABLE SPACE FOR DEVELOPMENT AND MAY
INCREASE ESTIMATED DEVELOPMENT COSTS.

Call before you dig.
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