

RESOLUTION NO. R-2023 -19

**A RESOLUTION APPROVING A FIRST AMENDMENT TO THE
REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND
1900 MAYWOOD LLC FOR THE SALE AND REDEVELOPMENT OF REAL PROPERTY
COMMONLY KNOWN AS 1000 SOUTH 19th AVENUE**

WHEREAS, on May 24, 2022, the Village of Maywood (the "Village"), pursuant to the Redevelopment Agreement dated April 5, 2022 (the "Redevelopment Agreement"), sold real property commonly known as 1000 South 19th Avenue, Maywood, Illinois (PINs: 15-15-100-027-0000 and 15-15-100-028-0000) (the "Subject Property") to 1900 Maywood LLC ("Developer") for redevelopment as a secured and landscaped parking lot, and related drainage improvements, to serve as overflow parking for delivery vans and other vehicles for a 79,000 square foot warehousing and distribution center user to be located on the adjacent southwest corner, and to provide a location for gateway signage for the Maywood 17th Avenue Business District (the "Project"); and

WHEREAS, the Redevelopment Agreement set the date for completion of construction of the Project as twelve (12) months after the May 24, 2022 closing (May 24, 2023). While the Project is nearing completion, there remain certain open issues related to the Project that will prevent completion of the Project within the time set forth in the Redevelopment Agreement; and

WHEREAS, the Village and Developer agree that it is to their mutual benefit to extend the time set forth in the Redevelopment Agreement for completion of the Project by an additional six (6) months to November 24, 2023, through the approval of the "First Amendment to the Redevelopment Agreement To The Redevelopment Agreement Between The Village Of Maywood And 1900 Maywood LLC" ("First Amendment to the Redevelopment Agreement"). A copy of the First Amendment to the Redevelopment Agreement is attached hereto **Exhibit "A"** and made a part hereof; and

WHEREAS, the Village is authorized under its home rule powers set forth at Article VII (Local Government), Section 6 (Powers of Home Rule Units) of the Illinois Constitution of 1970, and the Tax Reactivation Program of the Maywood Village Code, to sell the Subject Property to Purchaser pursuant to the Tax Reactivation Program and the terms and conditions contained in this Resolution.

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Incorporation. Each Whereas paragraph set forth above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: Approval and Execution of Agreement. The Village President and Board of Trustees authorize and approve the execution of the attached First Amendment To The Redevelopment Agreement. The Village President, the Village Clerk and/or the Village Manager, or their designees, are authorized to execute the final version of the First Amendment To The Redevelopment Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and are further authorized to take such actions as they deem necessary in order to finalize the construction of the Village's sign easement on the Subject Property and final completion and approval of the construction of the Project.

SECTION 3: Delivery of Signed Documents. The President and Board of Trustees of the Village direct the Village Clerk's Office to forward certified copy of this Resolution to the Developer for record retention purposes.

SECTION 4: Effective Date. This Resolution shall be effective from and after its passage and approval as provided by law.

ADOPTED this 18th day of April, 2023, pursuant to a roll call vote as follows:

AYES: Mayor Booker, A. Sanchez, S. Reyes-Plummer, M. Jones, M. Lightford
A Peppers and I. Brandon

NAYS: None

ABSENT: None

APPROVED this 18th day of April, 2023 by the Village President of the Village of Maywood, and attested by the Village Clerk on the same day.

Nathaniel George Booker, Village President

ATTEST:

Gwaine Dianne Williams, Village Clerk

Exhibit A

**FIRST AMENDMENT
TO THE REDEVELOPMENT AGREEMENT BETWEEN
THE VILLAGE OF MAYWOOD AND 1900 MAYWOOD LLC**

(attached)

Exhibit "1"

Redevelopment Agreement

(incorporated herein by reference)

**THIS DOCUMENT WAS PREPARED BY,
AND AFTER RECORDING PLEASE
RETURN TO:**

Klein, Thorpe and Jenkins, Ltd.
Attn: Michael A. Marrs
20 North Wacker Drive, Suite 1660
Chicago, Illinois 60606
Box 324

PINs:

15-15-100-027-0000 &
15-15-100-028-0000

**FIRST AMENDMENT
TO THE REDEVELOPMENT AGREEMENT BETWEEN
THE VILLAGE OF MAYWOOD AND 1900 MAYWOOD LLC**

This FIRST AMENDMENT TO THE REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND 1900 MAYWOOD LLC, dated this 18th day of April, 2023, is made by and between the **VILLAGE OF MAYWOOD**, an Illinois municipal corporation (the "Village"), and **1900 MAYWOOD LLC**, an Illinois limited liability company (the "Developer").

RECITALS

WHEREAS, on May 24, 2022 (the "Closing Date"), the Village, pursuant to a Redevelopment Agreement dated April 5, 2022 (the "Redevelopment Agreement"), sold real property commonly known as 1000 South 19th Avenue, Maywood, Illinois (PINs: 15-15-100-027-0000 and 15-15-100-028-0000) (the "Subject Property"), to Developer for redevelopment as a secured and landscaped parking lot, and related drainage improvements, to serve as overflow parking for delivery vans and other vehicles for a 79,000 square foot warehousing and distribution center user to be located on the adjacent southwest corner, and to provide a location for gateway signage for the Maywood 17th Avenue Business District (the "Project"). The Redevelopment Agreement is incorporated herein by reference as **Exhibit "1"**, and those capitalized terms that are not defined herein shall take on the meaning as set forth in the Redevelopment Agreement; and

WHEREAS, the Redevelopment Agreement set the date for completion of construction of the Project as a year after the Closing Date (May 24, 2023). While the Project is nearing completion, there

remain certain open issues related to the Project that will prevent completion of the Project within the time set forth in the Redevelopment Agreement; and

WHEREAS, the Village and Developer agree that it is to their mutual benefit to extend the time set forth in the Redevelopment Agreement for completion of the Project by an additional six (6) months through approval of this First Amendment To The Redevelopment Agreement; and

WHEREAS, the Village President and Board of Trustees have determined that the amendments below are consistent with the current intent of the Parties and are in the best interests of the health, welfare and safety of the residents of the Village.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants and promises as contained in this First Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

PROVISIONS

A. The foregoing recitals are material to this First Amendment and are incorporated into and made a part of this First Amendment as though they were fully set forth in this paragraph one.

B. Section III.1. (Construction of Improvements) of the Redevelopment Agreement is amended to read in its entirety as follows:

"1. CONSTRUCTION OF IMPROVEMENTS. Subject to delays caused by *force majeure*, the Developer shall, following conveyance of the Property, initiate the construction of the Project on the Property in substantial conformance with the Site Plan documents attached hereto as **GROUP EXHIBIT 2** and made a part hereof, within six (6) months from the Closing Date, and shall complete the Project within eighteen (18) months from the Closing Date (together, the "**Development Requirements**"). Said Project shall be as described in Section I.3. of this Agreement, and as more specifically described and depicted in the Site Plan documents attached hereto as **GROUP EXHIBIT 2** and made a part hereof. No certificate of compliance/final occupancy permit shall be issued by the Village until the Parking Lot Improvements are constructed in accordance with the approved Site Plan documents. If the Development Requirements are not commenced or completed on a timely basis as required herein, the Village's obligations under this Agreement may, following notice and at the sole option of the Village President and Board of Trustees, be declared terminated, in which case the Developer may be obligated to reconvey the Property and any improvements thereon back to the Village as further detailed in Section IV.1.A. of this Agreement."

C. All other terms and provisions of the Redevelopment Agreement are reconfirmed and deemed to be in full force and effect by the Parties, except as modified by this First Amendment.

D. This First Amendment and the incorporated Redevelopment Agreement contain the entire agreement between the Parties in connection with these transactions, and there are no oral or parole agreements, representations or inducements existing between the Parties relating to these transactions which are not expressly set forth in this First Amendment and covered by this First Amendment. This First Amendment may not be modified except by a written agreement signed by all of the Parties or their successors in interest, and, in the case of the Village, shall require the adoption of an ordinance or resolution by the President and Board of Trustees of the Village approving such amendment. This First Amendment shall be binding upon and inure to the benefit of the Parties to this First Amendment, their respective heirs, legal representatives, administrators, successors, successors in interest and assigns.

E. The Parties agree that this First Amendment or a memorandum relative to this First Amendment will be recorded by the Village, at Developer's cost, with the Cook County Recorder's Office after execution thereof by the Parties.

F. This First Amendment may be executed in several counterparts and by each Party on a separate counterpart, each of which, when so executed and delivered, shall be an original, but all of which together shall constitute but one and the same instrument. In proving this First Amendment, it shall not be necessary to produce or account for more than one such counterpart signed by the Party against whom enforcement is sought.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment on the dates set forth below their respective signatures.

VILLAGE:
VILLAGE OF MAYWOOD,
an Illinois municipal corporation

DEVELOPER:
1900 MAYWOOD LLC,
an Illinois limited liability company

By: _____
Name: _____
Title: Village Manager

By: _____
Name: _____
Title: _____

ATTEST:
By: _____
Name: _____
Title: Village Clerk

ATTEST:
By: _____
Name: _____
Title: _____

DATE EXECUTED BY THE VILLAGE:

DATE EXECUTED BY DEVELOPER:

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Gwaine Dianne Williams, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Resolution now on file in my Office, entitled:

RESOLUTION NO. R-2023 -19

**A RESOLUTION APPROVING A FIRST AMENDMENT TO THE REDEVELOPMENT AGREEMENT
BETWEEN THE VILLAGE OF MAYWOOD AND 1900 MAYWOOD LLC
FOR THE SALE AND REDEVELOPMENT OF REAL PROPERTY
COMMONLY KNOWN AS 1000 SOUTH 19th AVENUE**

which Resolution was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the 18th day of April, 2023, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 18th day of April, 2023.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

AYES: Mayor Booker, Trustees A. Sanchez, S. Reyes-Plummer, M. Jones, M. Lightford
A. Peppers and I. Brandon

NAYS: _____

ABSENT: _____

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this 18th day of April, 2023.

Gwaine Diane Williams, Village Clerk

[SEAL]