

**AGENDA ITEM EXECUTIVE SUMMARY**Agenda Item number: **IC**

Title:

Motion to Approve a Resolution Authorizing the Conveyance of a Part of Lot 3 of the Resubdivision of the Resubdivision of Phase III of First Street Redevelopment Subdivision

Presenter:

Mark Koenen

Meeting: City Council

Date: November 7, 2016

Proposed Cost: \$

Budgeted Amount: \$

Not Budgeted: ☐**Executive Summary** *(if not budgeted please explain):*

The Redevelopment Agreement, RDA Section 7.1, provides that the developer may not transfer any portion of its interest in any phase of the First Street Project until substantial construction completion without the consent of Corporate Authorities of the City. First Street Development II, LLC has previously advised the City of its intention to transfer part of Lot 3 to Sterling Bank. The resolution included in the Council packet enables the conveyance of part of Lot 3 of the Resubdivision of Phase III of First Street Redevelopment Subdivision from First Street Development II, LLC to Sterling Bank. This Lot 3 conveyance is consistent with the representations we have known about for some time regarding the 1<sup>st</sup> Street Phase III developer and Sterling Bank.

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

Resolution

**Recommendation/Suggested Action** *(briefly explain):*

Motion to approve a Resolution Authorizing the Conveyance of a Part of Lot 3 of the Resubdivision of the Resubdivision of Phase III of First Street Redevelopment Subdivision.

**RESOLUTION NO. 2016-119**

**A RESOLUTION AUTHORIZING THE CONVEYANCE OF  
A PART OF LOT 3 OF THE RESUBDIVISION OF THE  
RESUBDIVISION OF PHASE III OF  
FIRST STREET REDEVELOPMENT SUBDIVISION**

**WHEREAS**, the City of St. Charles (“City”) and First Street Development II, LLC, an Illinois limited liability company (“Developer”) are parties to the City of St. Charles Central Downtown Tax Increment Financing Redevelopment Agreement (“RDA”); and

**WHEREAS**, Section 7.1 of the RDA provides that the Developer may not transfer any portion of its interest in any phase of the First Street Project without the consent of Corporate Authorities of the City; and

**WHEREAS**, First Street Development II, LLC has previously advised the City of its intention to transfer a part of Lot 3 to Sterling Bank (as further legally described in **Exhibit A**); and

**WHEREAS**, the City is willing to consent to said conveyance.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of St. Charles, Kane and Du Page Counties, Illinois:

1. That the City Council hereby consents to the conveyance of part of Lot 3 of the Resubdivision of the Resubdivision of Phase III of First Street Redevelopment Subdivision from First Street Development II, LLC to Sterling Bank (as further legally described in **Exhibit A**).

2. That, on behalf of the City of St. Charles, the City Administrator is hereby authorized and directed to advise the Developer of said consent in accordance with Section 7.1 of the RDA.

3. This Resolution shall be in full force and effect from and after its adoption and approved as provided by law.

**PRESENTED** to the City Council of the City of St. Charles, Illinois, this 7<sup>th</sup> day of November, 2016.

**PASSED** by the City Council of the City of St. Charles, Illinois, this 7<sup>th</sup> day of November, 2016.

**APPROVED** by the Mayor of the City of St. Charles, Illinois, this 7<sup>th</sup> day of November, 2016.

\_\_\_\_\_  
Mayor

ATTEST:

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

**COUNCIL VOTE:**

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

**EXHIBIT A**  
**LEGAL DESCRIPTION**

**PROPERTY DESCRIPTION**

THAT PART OF LOT THREE IN THE RESUBDIVISION OF THE RESUBDIVISION PHASE III FIRST STREET REDEVELOPMENT SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 4, 2016 DOCUMENT NO. 2016 K 053789 OF PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION TWENTY-SEVEN AND THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION THIRTY-FOUR, TOWNSHIP FORTY NORTH, RANGE EIGHT EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING ABOVE A VERTICAL PLANE OF 689.18 FT. (NAVD 88) BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTH 11 DEGREES 54 MINUTES 51 SECONDS WEST, 79.00 FT. ; THENCE NORTH 78 DEGREES 05 MINUTES 09 SECONDS EAST, 21.39 FT.; THENCE SOUTH 11 DEGREES 54 MINUTES 51 SECONDS EAST, 2.83 FT.; THENCE NORTH 78 DEGREES 05 MINUTES 09 SECONDS EAST, 7.08 FT.; THENCE NORTH 11 DEGREES 54 MINUTES 51 SECONDS WEST, 2.83 FT.; THENCE NORTH 78 DEGREES 05 MINUTES 09 SECONDS EAST, 44.54 FT.; THENCE SOUTH 11 DEGREES 54 MINUTES 51 SECONDS EAST, 79.00 FT.; THENCE SOUTH 78 DEGREES 05 MINUTES 09 SECONDS WEST, 5.33 FT.; THENCE SOUTH 11 DEGREES 54 MINUTES 51 SECONDS EAST, 0.67 FT.; THENCE SOUTH 78 DEGREES 05 MINUTES 09 SECONDS WEST, 6.67 FT.; THENCE NORTH 11 DEGREES 54 MINUTES 51 SECONDS WEST, 0.67 FT. TO A POINT OF CURVE IN THE SOUTH LINE OF SAID LOT 3; THENCE SOUTHWESTERLY 42.31 FEET ON THE SOUTHERLY LINE OF SAID LOT 3, BEING A CURVED LINE CONCAVED TO THE NORTH HAVING A RADIUS OF 30.50 FEET, WITH A CHORD DISTANCE OF 39.00 FT AND A CHORD BEARING OF SOUTH 78 DEGREES 05 MINUTES 09 SECONDS WEST; THENCE SOUTH 11 DEGREES 54 MINUTES 51 SECONDS EAST, 0.67 FT.; THENCE SOUTH 78 DEGREES 05 MINUTES 09 SECONDS WEST, 6.67 FT.; THENCE NORTH 11 DEGREES 54 MINUTES 51 SECONDS WEST, 0.67 FT.; THENCE SOUTH 78 DEGREES 05 MINUTES 09 SECONDS WEST, 15.34 FT.; TO THE POINT OF BEGINNING, ALL IN KANE COUNTY, ILLINOIS.

CONTAINING 5945 SQUARE FEET OR 0.137 ACRES, MORE OR LESS

# CHICAGO TITLE INSURANCE COMPANY

## STATEMENT REQUIRED FOR THE ISSUANCE OF ALTA OWNERS AND LOAN POLICIES

Commitment No.: 16023792GV

Loan No.: \_\_\_\_\_

Date: \_\_\_\_\_, 2016

To the best knowledge and belief of the undersigned, the following is hereby certified with respect to the land described in the above commitment.

1. That, except as noted at the end of this paragraph, within the last six (6) months a) no labor, service, or materials have been furnished to improve the land, or to rehabilitate, repair, refurbish, or remodel the building(s) situated on the land: b) nor have any goods, chattels, machinery, apparatus or equipment been attached to the land or building(s) thereon, as fixtures: c) nor have any contracts been let for the furnishing of labor, service, materials, machinery, apparatus or equipment which are to be completed subsequent to the date hereof: d) nor have any notices of lien been received, except the following, if any:

NONE

2. That all management fees, if any, are fully paid, except the following:

NONE

3. That there are no unrecorded security agreements, leases, financing statements, chattel mortgages or conditional sales agreements in respect to any appliances, equipment or chattels that have or are to become attached to the land or any improvements thereon as fixtures, except the following, if any:

NONE

4. That there are no unrecorded contracts or options to purchase the land, except the following, if any:

NONE

5. That there are no unrecorded leases, easements or other servitudes to which the land or building, or portions thereof, are subject, except the following, if any:

NONE

6. That, in the event the undersigned is a mortgagor in a mortgage to be insured under a loan policy to be issued pursuant to the above commitment, the mortgage and the principal obligations it secures are good and valid and free from all defenses; that any person purchasing the mortgage and obligations it secures, or otherwise acquiring any interest therein, may do so in reliance upon the truth of the matters herein recited: and that this certification is made for the purpose of better enabling the holder or holders, from time to time, of the above mortgage and obligations to sell, pledge or otherwise dispose of the same freely at any time, and to insure the purchaser(s) or pledgee thereof against any defenses thereto by the mortgagor or the mortgagor's heirs, personal representative or assigns.

NONE

7. That, I/we am/are the purchaser(s) or mortgagor(s) of land improved with a residential dwelling not exceeding four units, and no current survey or mortgagee's inspection report has been furnished to or is available to me/us. (Delete statement if not applicable.)

The undersigned makes the above statement for the purpose of inducing Chicago Title Insurance Company to issue its owners or loan policy pursuant to the above commitment.

***Seller or Owner***  
***City of St. Charles***

***Purchaser***  
***First Street Development II, LLC***

By: \_\_\_\_\_ (SEAL)  
Ray Rogina, Mayor

By: \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
Tina Nilles, Deputy City Clerk

\_\_\_\_\_  
(SEAL)

### LENDER'S DISBURSEMENT STATEMENT

The undersigned hereby certifies that the proceeds of the loan secured by the mortgage to be insured under the loan policy to be issued pursuant to the above commitment were fully disbursed to or on the order of the mortgagor on \_\_\_\_\_. You are hereby authorized to date down the above commitment to cover the date of said disbursement.

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Signature

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Above space for Recorder's Use Only

### **SPECIAL WARRANTY DEED**

The GRANTOR, CITY OF ST. CHARLES, an Illinois municipal corporation, Two East Main Street, St. Charles, Illinois 60174, created and existing under the laws of the State of Illinois and duly authorized to transact business in the State of Illinois, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration in hand paid, by these presents does REMISE, RELEASE, AND CONVEY unto FIRST STREET DEVELOPMENT II, LLC, an Illinois limited liability company, 409 East Illinois Avenue, Unit 1C, St. Charles, 60174 GRANTEE, all interest in the real estate situated in the County of Kane, State of Illinois, further described in Exhibit A attached hereto and made a part hereof (the “Property”), subject to those permitted exceptions set forth on Exhibit B attached hereto and made a part hereof.

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title interest, claim or demand whatsoever, of the Grantor, either in law or equity, of, in and to the Property, with the hereditaments and appurtenances: TO HAVE AND TO HOLD the property, with the appurtenances, unto the Grantee, and its assigns forever.

And the Grantor, for itself and its successors and assigns, does covenant, promise and agree, to and with the Grantee, and its assigns, that during the period that Grantor has owned title to the Property, it has not done or suffered to be done anything whereby the property hereby granted is, or may be, in any manner encumbered or charged, except as set forth as “Permitted Title Exceptions” on Exhibit B attached hereto and made a part hereof; and that subject to such permitted Title Exceptions, the Grantor will warrant and forever defend the Property against all persons lawfully claiming by, through or under the Grantor, but not otherwise.

IN WITNESS WHEREOF, the City of St. Charles has caused its authorized signatory to place his name and signature below as of the 7<sup>th</sup> day of November, 2016

CITY OF ST. CHARLES  
an Illinois municipal corporation

By: \_\_\_\_\_  
Raymond Rogina, Mayor

ATTEST:

Exempt under provisions of Paragraph E  
35 ILCS 200/31-45 Property Tax Code

\_\_\_\_\_  
Tina Nilles, Deputy City Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer, Seller or Representative

STATE OF ILLINOIS        )  
                                      ) SS  
COUNTY OF KANE         )

I, \_\_\_\_\_, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Raymond Rogina and Tina Nilles, personally known to me to be the Mayor and Deputy City Clerk, respectively, of the City of St. Charles, an Illinois municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Mayor and City Clerk, they signed and delivered the said instrument, pursuant to their authority as such Mayor and City Clerk and as the free and voluntary act of said Mayor and Deputy City Clerk on behalf of such municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this \_\_\_\_ day of November, 2016.

\_\_\_\_\_  
Notary Public  
My commission Expires: \_\_\_\_\_

This document was prepared by: John M. McGuirk, Hoscheit, McGuirk, McCracken & Cuscaden, P.C., 1001 East Main Street, St. Charles, IL 60174.

Mail to:  
William F. Bochte  
2580 Foxfield Drive  
St. Charles, IL 60175

Send Subsequent Tax Bills to:  
First Street Development II, LLC  
409 East Illinois Avenue, Unit 1C  
St. Charles, IL 60174

EXHIBIT A  
LEGAL DESCRIPTION

LOT 3 OF THE RESUBDIVISION OF THE RESUBDIVISION OF PHASE III FIRST STREET REDEVELOPMENT SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 27 AND THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 4, 2016 AS DOCUMENT 2016K053789 AND CERTIFICATE OF CORRECTION RECORDED OCTOBER 14, 2016 AS DOCUMENT 2016K056016

Permanent Tax No.: 09-34-127-012 AND 09-34-127-008 AND 09-34-127-010 --- affect land and other property



EXHIBIT B  
Permitted Exceptions

- H 15. The land lies within the boundaries of a special service areas as disclosed by ordinances recorded as recording no. 93K101482 and 93K101485, and by documents 2013K043674 and 2013K043675 and is subject to additional taxes under the terms of said ordinances and subsequent related ordinances.
- I 16. Ordinances of the City of St. Charles as to First Street Business District document 2001K123407 and 2002K007201.
- J 17. Ordinance of the City of St. Charles as to Historic District recorded September 29, 2008 document 2008K075282.
- K 18. Terms and provisions of the plat documents 2005K089916, 2008K089917, and 2015K039582 as to drainage and on resubdivision plat document 2016K053789.
- L 19. Provisions on plat of Subdivision documents 2005K089916, 2008K089917, and 2015K039582 as to special flood hazard area and on resubdivision plat document 2016K053789.
- M 20. Terms and provision of the plat of Subdivision document 2015K039582 as to blanket utility and access easement and ingress and egress easement and on resubdivision plat document 2016K053789.
- Q 21. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document recorded on April 9, 2008 as Document No. 2008K030216 as to banking uses et al. affects Northerly part see document, also contained in deed document 2015K003866
- R 22. Terms and provisions of the grant for utilities to City of St Charles recorded November 13 1989 document 2008437 affects 22 foot strip in Northerly part
- S 23. Certificate of correction as to plat of resubdivision recorded October 14, 2016 document 2016K056016 as to boundary line 'bearings' as to lot 3

TAXES FOR THE YEAR 2016 NOT YET DUE AND PAYABLE.