

ORDINANCE NO. _____
Date Passed: June 13, 2016

**ORDINANCE APPROVING DEVELOPMENT AGREEMENT
(Liquor N Wine)**

WHEREAS, the City of Rochelle is a body politic and corporate, organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1, et. seq.; and

WHEREAS, Elixir Real Estate, LLC ("Owner") is the owner of certain tracts of land consisting generally of 1.3 acres located at 1140 N. 7th Street, improved with a 2,800 square foot commercial building and parking lot, formerly used as Sunset Package Liquor, as legally described on **Exhibit A** attached hereto ("the Property"); and

WHEREAS, Owner intends to re-develop the Property for use as an alcohol retail store, including demolition of the existing structure and construction of a new 8,500 square foot retail building with Operator as the operator, provided that the City offer Owner and Operator certain economic incentives to do so; and

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 the Owner and for the City to offer certain economic incentives to the Owner and Operator to do so, all as set forth in the Development Agreement attached hereto as **Exhibit B**; and

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROCHELLE, OGLE COUNTY, ILLINOIS, as follows:

1. The Development Agreement between the City of Rochelle, Elixir Real Estate, LLC, and Liquor N Wine, Inc., attached hereto as **Exhibit B** is hereby approved, and the City Manager is authorized to execute said agreement in substantially the same form.

This ordinance shall become effective after its passage and approval.

PASSED AND APPROVED this 3rd day of June, 2013.

Ayes: _____ Nays: _____ Abstain: _____

Mayor

Attested: _____
City Clerk

EXHIBIT A
(Legal Description)

Part of Block 10 in Sunset Fields Subdivision No. 2, being a subdivision located in the Southeast Quarter of Section 13, Township 40 North, Range 1 East of the Third Principal Meridian, Ogle County, Illinois, according to the Plat thereof recorded in Book K of Plats on Page 27, as Document No. 407942, described as follows:

Beginning at the Northeast Corner of said Block 10; thence South 00 degrees 51 minutes 40 seconds West (assumed bearing), on and along the Westerly Right-of-Way Line of IL 251, a distance of 208.42 feet to a point 150.00 feet Northerly of the Southeast Corner of said Block 10; thence South 88 degrees 15 minutes 12 seconds West, on and along a line parallel to the South line of said Block 10, a distance of 335.48 feet to the Easterly Right-of-Way Line of Eighth Street; thence North 01 degrees 36 minutes 27 seconds West on and along last named Right-of-Way Line, a distance of 87.40 feet; thence North 88 degrees 15 minutes 12 seconds East, on and along a line parallel to said South Line of Block 10, a distance of 119.40 feet; thence North 01 degrees 36 minutes 27 seconds West on and along a line parallel to said Easterly Right-of-Way Line of Eighth Street, a distance of 120.35 feet to a point on the North Line of said Block 10; thence North 88 degrees 08 minutes 10 seconds East, on and along last named line, a distance of 225.06 feet to the Point of Beginning, containing 1.29 acres, more or less.

EXHIBIT B
(Development Agreement)

**DEVELOPMENT AGREEMENT
(LIQUOR N' WINE - 1140 N. 7th Street)**

This Development Agreement (Agreement) entered into this ___ day of June, 2016 between the CITY OF ROCHELLE, an Illinois municipal corporation (City), ELIXIR REAL ESTATE, LLC, an Illinois limited liability company (Owner), and LIQUOR N WINE INC., an Illinois corporation (Operator):

WITNESSETH

THAT WHEREAS, Owner is the owner of four parcels of land located within the corporate boundaries of the City, consisting of generally 1.3 acres located at 1140 N. 7th Street, improved with a 2,800 square foot commercial building and parking lot, which was formerly used as Sunset Package Liquor, as legally described on Exhibit A hereto (Property); and

WHEREAS, Owner has a petition to re-subdivide the property into a single parcel of property, based on the preliminary and final plats, attached hereto as Exhibit B; and

WHEREAS, Owner intends to develop the Property for use as a alcohol retail store known as Liquor N' Wine, including demolition of the existing structure and construction of a new 8,500 square foot retail building (Development), provided that the City offers Owner and Operator certain economic incentives to do so; and

WHEREAS, Operator will be the Operator of the Liquor N' Wine store to be located on the Property, pursuant to one or more agreements between Owner and Operator; and

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

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

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Development of Property. Owner agrees to develop the Property as a "Liquor N' Wine" retail liquor store, with development commencing on or before August 1, 2016, and being completed on or before June 1, 2017. The Development shall include construction of an 8,500 square foot retail facility, as well as demolition of the existing structure. The Development shall comply in all respects with the requirements of the Rochelle Municipal Code, except as expressly set forth in this Agreement, unless a variance is granted following the procedures set forth in the Rochelle Municipal Code.

2. Economic Incentives. In consideration of Owner's development of the Property in conformity with the terms of this Agreement, the City shall provide the following economic incentives to Owner and Operator for the Development:

(a) Real Estate Tax Abatement: The City will provide to Owner an abatement of the City's real estate taxes attributable to any new improvements added to the Property, over six (6) years, commencing with the real estate taxes for the year 2017, payable in 2018, as follows: 50% of the City's real estate taxes attributable to the increased Equalized Assessed Value from real estate tax year 2017 to 2018. The foregoing abatement(s) will not apply to real estate taxes attributable to the Property as it exists on the date of this Agreement, but only to new improvements.

(b) Building Permit Fees: The City will waive any building permit fees for new construction or renovations of existing structures on the Property for a period of one (1) year from the date of this Agreement.

(c) Liquor Licenses: The City will reduce the number of Package Sales and Tavern liquor licenses by one (1) upon the closing of the current Sunset Liquors facility located on the Property. The Operator shall be allowed to transfer (or otherwise be issued new) its current liquor licenses to the Property without payment of any liquor license fees.

[(d) Moratorium on Package Licenses. The City agrees that it will issue no new package liquor licenses as defined in Section 6-3((2) of the Rochelle Municipal Code for a period of three (3) years following the issuance of an occupancy permit to the Operator for the Property.]

3. Term. This Agreement shall terminate on December 31, 2023.

4. Entire Agreement; Non-Assignability; Severability. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof, and supersedes and discharges all prior oral or written, or contemporaneous oral, agreements. This Agreement may not be assigned by either party. If any portion of this Agreement should for any reason be declared to be invalid or illegal by a court of

competent jurisdiction, the remaining portions of this Agreement shall remain in full force and effect.

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

CITY OF ROCHELLE, an Illinois
municipal corporation

ELIXIR REAL ESTATE, LLC, an
limited liability company

By: _____
DAVID S. PLYMAN
City Manager

By: _____
MANISH PATEL
Its Manager

Attest: _____
BRUCE MCKINNEY
City Clerk

LIQUOR N WINE INC., an Illinois
corporation

By: _____
MANISH PATEL
President

COOPER & LYONS
233 East Route 38, Suite 202
P. O. Box 194
Rochelle, IL 61068
(815) 562-2677

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EXHIBIT A
(Legal Description)

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EXHIBIT B
(Preliminary and Final Plats)

