

CITY OF MONTICELLO
PIATT COUNTY, ILLINOIS

RESOLUTION No. 2020-31

A RESOLUTION APPROVING A SECOND AMENDMENT TO THE TEMPORARY
LICENSE AGREEMENT BETWEEN THE CITY OF MONTICELLO AND SPENCER ATKINS
CONCERNING THE PROPERTIES COMMONLY KNOWN AS 416 W. WASHINGTON
STREET AND 203 N. PARK STREET, MONTICELLO, ILLINOIS.

ADOPTED BY THE
CITY COUNCIL
CITY OF MONTICELLO
THIS 22nd DAY OF JUNE, 2020

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PIATT COUNTY, ILLINOIS**

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WASHINGTON STREET AND 203 N. PARK STREET, MONTICELLO, ILLINOIS.**

BE IT RESOLVED by the City Council of the City of Monticello, Piatt County, Illinois, THAT:

Section 1. BACKGROUND.

The City is authorized to contract and be contracted with (65 ILCS 5/2-3-8), to grant rights in real estate for municipal purposes (65 ILCS 5/11-61-1.5), and to enter into agreements to promote local economic development efforts (65 ILCS 5/8-1-2.5). The City is the owner of the properties commonly known as 416 W. Washington Street, and 203 N. Park Street, Monticello, Illinois, and legally described as:

Lots 2-3-4-5 Blk 26 E1/2 Se 12-18-5 52 11 8 Doc 04-74-2

AND

Pt 12 & 13-18-5 Pt Lot 1 Blk 26 E 1/2 Se 12-18-5 Ex N 5/10 Ac 52 11 4 Doc 05-74-12

PIN: 05-00-54-001-155-00
05-00-54-001-157-00

(“Properties”). On February 24, 2020, the City adopted Resolution 2020-04 approving a temporary license agreement between the City and Spencer Atkins (“Preferred Developer”) concerning the Properties to allow the Preferred Developer to perform certain limited activities relating to the Properties (“License Agreement”). Due to COVID-19 restrictions on daily operations and practices, the necessary processes to move forward towards planning and development with the City of Monticello have not been able to occur. The City and the Preferred Developer now wish to amend the License Agreement to extend the License Agreement’s term for an additional 90 days, all in accordance with Exhibit 1 (“Second Amendment”), attached hereto and made a part hereof.

Section 2. APPROVAL.

The City’s Corporate Authorities find that the Second Amendment is advisable, necessary, and in the interests of the public health, safety, and welfare, and hereby approve the Second Amendment substantially in the form of Exhibit 1.

Section 3. AUTHORIZATION.

The City Administrator and City Clerk are hereby authorized and directed to execute and seal the Second Amendment on behalf of the City and to take all actions necessary to effectuate and enforce its terms.

Passed by the City Council of the City of Monticello, Piatt County, this 22nd day of June, 2020, by the following roll-call vote:

AYES:

NAYS:

ABSENT:

Approved by the City of Monticello this 22nd day of June, 2020.

Larry Stoner, Mayor

ATTEST:

Jill Potts, City Clerk
City of Monticello, Piatt County, Illinois

“Exhibit 1”

SECOND AMENDMENT TO THE TEMPORARY ACCESS LICENSE AGREEMENT BETWEEN THE CITY OF MONTICELLO AND SPENCER ATKINS CONCERNING THE PROPERTIES COMMONLY KNOWN AS 416 W. WASHINGTON STREET AND 203 N. PARK STREET, MONTICELLO, ILLINOIS.

THIS SECOND AMENDMENT TO TEMPORARY ACCESS LICENSE AGREEMENT (“**Second Amendment**”) is dated as of June 22, 2020 (“**Second Amendment Effective Date**”) by and between the CITY OF MONTICELLO, an Illinois municipal corporation with offices located at 210 N. Hamilton Street, Monticello, Illinois (“**City**”), and SPENCER ATKINS (“**Preferred Developer**”) (collectively, the City and the Preferred Developer are the “**Parties**”).

RECITALS

A. On February 24, 2020, the City passed Resolution 2020-04 approving a temporary license agreement (“**License Agreement**”) with the Preferred Developer concerning the properties located at 416 W. Washington Street and 203 N. Park Street, Monticello, Illinois (“**Properties**”), as more specifically described in the License Agreement. On April 27, 2020, the City passed Resolution 2020-21, extending the agreement 60 days from the date of approval of the Resolution.

B. The Parties wish to amend the License Agreement to provide additional time for the Preferred Developer to conduct certain investigations concerning the Properties.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the Parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated as though fully set forth in this Section 1.

2. Capitalized Terms: Conflict. Any capitalized term used herein, but not defined herein, shall have the meaning given to such term in the License Agreement. In the event of any conflict between the terms and conditions hereof and those set forth in the License Agreement, the terms and conditions of this Second Amendment shall control.

3. Section Amended. The following changes are made to License Agreement Section 2 (additions underlined and deletions ~~struck through~~):

4. Term. The License’s term shall be for a period of expire ninety (90) days after from this Agreement’s Effective Date the Second Amendment Effective Date (the “Term”). Prior to upon the Term’s expiration, the Parties may engage in any and all actions as necessary to enter into subsequent agreements, including, without limitation, a purchase and sale agreement for the Properties and a redevelopment agreement pursuant to the Tax Allocation Redevelopment Act (65 ILCS 5/11-74.4-1, *et seq.*) or other applicable law.

5. Authority to Execute. The City hereby warrants and represents to the Preferred Developer that the persons executing this Second Amendment on its behalf have been properly authorized to do so by the City's Corporate Authorities. The Preferred Developer hereby warrants and represents to the City that it has the full and complete right, power, and authority to enter into this Second Amendment and to agree to the terms, provisions, and conditions set forth in this Second Amendment, that all legal actions needed to authorize the execution, delivery, and performance of this Second Amendment have been taken, and that neither the execution of this Second Amendment nor the performance of the obligations assumed by the Preferred Developer will (a) result in a breach or default under any agreement to which the Preferred Developer is a party or to which it or the Properties are bound or (b) violate any statute, law, restriction, court order, or agreement to which the Preferred Developer or the Properties are subject.

6. No Defaults. City and Preferred Developer each hereby represent and warrant to the other that as of the Second Amendment Effective Date, such party has no knowledge of any action or inaction by either City or Preferred Developer, or of any other fact or circumstance, that could now or, given the passage of time or the giving of notice, constitute a default under the License Agreement or the Second Amendment by the applicable party.

7. Miscellaneous. This Second Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the City and the Preferred Developer. The terms and provisions of the License Agreement not specifically modified by this Second Amendment shall remain in full force and effect and shall not be construed to have been modified, waived, discharged or otherwise altered by this Second Amendment. The terms and provisions of the License Agreement and the Second Amendment are incorporated herein by reference as if fully stated herein. This Second Amendment may be executed in several counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. This Second Amendment may be executed via e-mail or facsimile transmission and all PDF (or similar electronic format) or facsimile signatures shall be deemed originals for all purposes.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the date first written above.

ATTEST:

SPENCER ATKINS

By: _____

By: _____

Its: _____

Its: _____

ATTEST:

CITY OF MONTICELLO, an Illinois municipal corporation.

By: _____

By: _____

City Clerk
City of Monticello

City Administrator
City of Monticello