

ORDINANCE NO. 19-20

AN ORDINANCE AUTHORIZING AN AGREEMENT TERMINATING THE REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS AND CUCCI AUTO GROUP, LLC, AS AMENDED

WHEREAS, the Village of East Dundee ("Village") is a home rule unit of local government pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, and has the authority to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Cucci Auto Group, LLC, an Illinois limited liability company ("Developer") and the Village entered into a "Redevelopment Agreement by and between the Village of East Dundee, Cook and Kane Counties, Illinois and Cucci Auto Group, LLC" on September 6, 2016, which was amended on September 11, 2017, as approved in Ordinances 16-30 and 17-48, respectively (together the "RDA"), which RDA set forth the terms and conditions for, among other things, the renovation of property then-owned by Developer at 800 Dundee Avenue, East Dundee, Illinois ("Subject Property") as the Cucci Ford dealership; and

WHEREAS, Section 8 of the RDA prohibited Developer from conveying the Subject Property and the Cucci Ford dealership without the prior written consent of the Village; and

WHEREAS, Developer breached its obligations under Section 8 of the RDA by conveying the Subject Property and the Cucci Ford dealership without the prior written consent of the Village; and

WHEREAS, the Village and Developer desire to resolve any and all disputes by and between them, that have arisen out of, or may arise out of, the RDA on the terms of the "Agreement Terminating the Redevelopment Agreement by and between the Village of East Dundee, Cook and Kane Counties, Illinois and Cucci Auto Group, LLC, as amended," attached hereto in EXHIBIT A and made a part hereof ("Agreement"); and

WHEREAS, the Village President and Board of Trustees have deemed it to be in the best interest of the Village that the Agreement be entered into;

NOW THEREFORE BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AS FOLLOWS:

SECTION 1: Incorporation. That each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Ordinance.

SECTION 2: Approval. That the Agreement, attached hereto as EXHIBIT A, is hereby approved, and the President and Clerk of the Village are hereby authorized and directed to execute and deliver such instruments, including the Agreement attached hereto as EXHIBIT A, as may be necessary or convenient to carry out the terms of the Agreement.

SECTION 3: Severability. That if any Section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such Section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 4: Repeal. That all ordinances, resolutions, motions or parts thereof in conflict herewith shall be and the same are hereby repealed.

SECTION 5: Effect. That this Ordinance shall be in full force and effect forthwith upon its adoption, approval and publication in pamphlet form as provided by law.

ADOPTED this 20th day of May, 2019 pursuant to a roll call vote as follows:

AYES: Trustees Lynam, Selep, Andresen and Kenze

NAYES: Ø


ABSENT: Trustees Wood and Mahony

APPROVED by me this 20th day of May, 2019.



Lael Miller, Village President

ATTEST:



Katherine Holt, Village Clerk

Published in pamphlet form this 21st day of May, 2019, under the authority of the Village President and Board of Trustees.

Recorded in the Village records on May 21, 2019.

EXHIBIT A

**AGREEMENT TERMINATING THE REDEVELOPMENT AGREEMENT BY AND
BETWEEN THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES,
ILLINOIS AND CUCCI AUTO GROUP, LLC, AS AMENDED**

(attached)

**AGREEMENT TERMINATING THE REDEVELOPMENT AGREEMENT
BY AND BETWEEN THE VILLAGE OF EAST DUNDEE, COOK AND KANE
COUNTIES, ILLINOIS AND CUCCI AUTO GROUP, LLC, AS AMENDED**

This **AGREEMENT TERMINATING THE REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS AND CUCCI AUTO GROUP, LLC, AS AMENDED** ("Termination Agreement"), dated May 20, 2019, is by and between Cucci Auto Group, LLC, an Illinois limited liability company ("Developer"), and the Village of East Dundee, an Illinois home rule municipal corporation ("Village"). The Village and Developer are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Developer and the Village entered into a Redevelopment Agreement on September 6, 2016, which was amended on September 11, 2017 (together the "RDA"), which RDA set forth the terms and conditions for, among other things, the renovation of property then-owned by Developer at 800 Dundee Avenue, East Dundee, Illinois ("Subject Property") as the Cucci Ford dealership; and

WHEREAS, Section 8 of the RDA prohibited Developer from conveying the Subject Property and the Cucci Ford dealership without the prior written consent of the Village; and

WHEREAS, Developer breached its obligations under Section 8 of the RDA by conveying the Subject Property and the Cucci Ford dealership without the prior written consent of the Village; and

WHEREAS, the Parties desire to resolve any and all disputes by and between them, that have arisen out of, or may arise out of, the RDA;

NOW THEREFORE, in consideration of the foregoing, the covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Village and Developer acknowledge and agree as follows:

I. INCORPORATION OF RECITALS

The Recitals above are incorporated as though fully set forth herein.

II. TERMINATION OF RDA

The RDA is hereby terminated, and shall be deemed null and void. Neither the Village nor the Developer shall have any further rights or obligations as to the other as set forth in the RDA.

III. PAYMENT

The Village shall pay Developer the one-time lump sum of five thousand forty six and 87/100 Dollars (\$ 5,046.87) in consideration of the termination of the RDA.

IV. UNCONDITIONAL MUTUAL RELEASE

A. **Developer Release of Village.** The Developer, and its members, employees, agents, contractors, successors, assigns, attorneys, executors, insurers and representatives of any kind and all other persons, firms, attorneys or corporations that may claim a right in the RDA on behalf of the Developer, unconditionally release and forever discharge the Village, its elected officials, agents, employees, all other persons, firms, attorneys or corporations liable or who might be claimed to be liable, from any and all claims, demands, damages, attorney's fees, expenses, costs, actions, causes of action or suits of any kind or nature whatsoever that were alleged, or could have been alleged, by the Developer under the RDA.

B. **Village Release of Developer.** The Village, and its successors, assigns, attorneys, executors, insurers and representatives of any kind and all other persons, firms, attorneys or corporations that may claim a right in the RDA on behalf of the Village, unconditionally release and forever discharge the Developer, and its members, agents, employees, all other persons, firms, attorneys or corporations liable or who might be claimed to be liable, from any and all claims, demands, damages, attorney's fees, expenses, costs, actions, causes of action or suits of any kind or nature whatsoever that could have been alleged by the Village under the RDA.

V. GENERAL TERMS AND CONDITIONS

A. **Choice of Law and Venue.** This Termination Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and any court proceedings between the Parties hereto shall be brought in the Circuit Court of Kane County, Illinois.

B. **Entire Contract and Amendments.** This Termination Agreement (together with the exhibit attached hereto) is the entire contract between the Village and the Developer relating to the subject matter hereof, supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the Village and the Developer, and may not be modified or amended except by a written instrument executed by the Parties hereto.

C. **No Personal Liability of Officials of the Village or the Developer.** No covenant or agreement contained in this Termination Agreement shall be deemed to be the covenant or agreement of the Corporate Authorities, Village

Administrator, any elected official, officer, partner, member, shareholder, manager, director, agent, employee or attorney of the Village or the Developer, in his or her individual capacity, and no elected official, officer, partner, member, director, agent, employee or attorney of the Village or the Developer shall be liable personally under this Termination Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery and performance of this Termination Agreement, or any failure in that connection.

D. **Municipal Limitations.** All Village commitments hereunder are limited to the extent required by law.

E. **Effective Date.** The Effective Date for this Termination Agreement shall be the day on which this Termination Agreement is executed on behalf of the Village, with said date appearing on page 1 hereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Termination Agreement to be executed on or as of the day and year first above written.

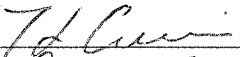
VILLAGE OF EAST DUNDEE,
an Illinois home rule municipal corporation

By: 
Lael Miller, President

ATTEST:

By: 
Katherine Holt, Village Clerk

Cucci Auto Group, LLC
an Illinois limited liability company

By: 
CUCCI FORD, Manager