

CITY OF LE ROY
COUNTY OF McLEAN, STATE OF ILLINOIS

ORDINANCE NO. 25-08-01-30

**AN ORDINANCE AMENDING A DEVELOPMENT AGREEMENT BETWEEN THE CITY
OF LE ROY, MCLEAN COUNTY, ILLINOIS AND GARDEN GROVE FARM, LLC**

ADOPTED BY THE CITY COUNCIL OF THE CITY OF LE ROY THIS

18th Day of August, 2025

PRESENTED: **August 18, 2025**

PASSED: **August 18, 2025**

APPROVED: **August 18, 2025**

RECORDED: **August 18, 2025**

PUBLISHED: **August 18, 2025**
In Pamphlet Form

Voting "Aye" 5
Voting "Nay" 0
Recused 1

The undersigned being the duly qualified and acting City Clerk of the City of LeRoy does hereby certify that this document constitutes the publication in pamphlet form, in connection with and pursuant to Section 1-2-4 of the Illinois Municipal Code, of the above-captioned **ordinance** and that such **ordinance** was presented, passed, approved, recorded and published as above stated.



Anita Corso
City Clerk of the City of
Le Roy, McLean County, Illinois

Dated: **August 18, 2025**



ORDINANCE NO. 25-08-01-30
AN ORDINANCE FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF LE ROY, MCLEAN COUNTY,
ILLINOIS AND GARDEN GROVE FARM, LLC

This First Amendment to the Development Agreement by and between the City of Le Roy, McLean County, Illinois and Garden Grove Farm, LLC dated February 5, 2024, is entered into this 18th day of August 2025.

WHEREAS, the City of Le Roy, McLean County, Illinois, (the “City”) and Garden Grove Farm, LLC, an Illinois limited liability company (the “Developer”) entered into a Development Agreement on February 5, 2024 (the “Agreement”) providing for the lease of certain vacant property owned by the City consisting of approximately 11.54 acres (the “Lease”) for the purpose of constructing a retail building and barn for the storage of equipment (the “Project”) and to operate a family-fun, agri-tourism retail business (the “Business”); and

WHEREAS, the Developer committed to certain undertakings as of certain dates and to have completed the Project on or before December 1, 2024, and the City agreed to financially assist the Developer and reimburse the Developer for certain “Business District Redevelopment Costs” as permitted by the Illinois Business District Development and Redevelopment Law subject to the terms and conditions provided in the Agreement; and

WHEREAS, due to circumstances beyond the control of the Developer, the Project did not proceed on the dates as provided in the Agreement requiring the Developer to request an extension of the time to construct the Project and commence operation of the Business from the dates originally proposed; and

WHEREAS, the City has reviewed the request and has determined it is in the best interest of the City to extend the time for the Developer to proceed as hereinafter set forth.

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

Section 1. Section 2A of the Agreement is hereby amended by deleting June 30, 2024, for the Developer to have received all permits and approvals required to proceed with the Project and have commenced construction and **replacing said date with October 15, 2025.**

Section 2. Section 2B of the Agreement requiring the Developer to have received a certificate of occupancy for the Project and have commenced operation of the Business on or before December 1, 2024, is hereby amended by **replacing said dates with June 15, 2026.**

Section 3. All other terms of the Agreement are hereby affirmed as if fully restated herein.

Section 4. This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Le Roy, Illinois.

City of Le Roy, an Illinois municipal corporation

By: Steven M. Dean
Mayor Steven M. Dean

Attest:

Auto Corso
City Clerk

company

Garden Grove Farm, LLC, a limited liability

By: Bradley Marcy
Bradley Marcy,

PASSED by the City Council of the City of Le Roy, Illinois, upon the motion made by Dawn Hanafin and seconded by Scott Tucker by roll call vote on the 18th day of August, 2025 as follows

Aldermen elected 8

Aldermen Present 7- 6 *AC*

Voting Aye:

Kyle Merkle, Ron Legner, Dawn Hanafin, Matt Steffen, Scott Tucker

Voting Nay: None

Absent: ~~None~~ Sarah Welte, Kelly Lay *AC*

Abstain: None

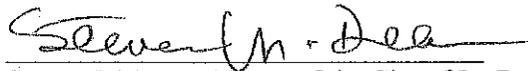
Other: Recused: Justin Morfey

And deposited and filed in the office of the City Clerk in said municipality on 18th day of August, 2025.



Anita Corso, City Clerk of the
City of Le Roy
Mc Lean County, Illinois

APPROVED BY the Mayor of the City of Le Roy, Illinois, this 18th day of August 2025.



Steven M. Dean, Mayor of the City of Le Roy,
Mc Lean County, Illinois



Anita Corso, City Clerk of the City of Le Roy
Mc Lean County, Illinois



ATTEST: (SEAL)

CERTIFICATE

I, Anita Corso, certify that I am the duly appointed and acting deputy municipal clerk of the City of Le Roy, of McLean County, Illinois.

I further certify that on **August 18, 2025** the Corporate Authorities of such municipality passed and approved **ORDINANCE NO. 25-08-01-30**.

AN ORDINANCE AMENDING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LE ROY, MCLEAN COUNTY, ILLINOIS AND GARDEN GROVE FARM, LLC

Which provided by its terms that it should be published in pamphlet form.

The pamphlet form of **Ordinance No. 25-08-01-30**, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted at the municipal building, commencing on **August 18, 2025** and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

Dated at Le Roy, Illinois this 18th day of August, 2025.

(SEAL)





Anita Corso
City Clerk of the City of
Le Roy, McLean County, Illinois

STATE OF ILLINOIS)
) SS:
COUNTY OF MCLEAN)

I, Jessica Carroll, do hereby certify that I am the duly qualified and acting Deputy City Clerk of the City of Le Roy, McLean County, Illinois, and as such City Clerk that I am the keeper of the records and files of the Mayor and the City Council of said City.

I do further certify that the foregoing is a true, correct and complete copy of an ordinance entitled:

AN ORDINANCE AMENDING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LE ROY, MCLEAN COUNTY, ILLINOIS AND GARDEN GROVE FARM, LLC

I do further certify said ordinance was adopted by the City Council of the City of Le Roy at a regular meeting on the 18th day of August, 2025, and prior to the making of this certificate the said ordinance was on file with the permanent records of said City where it now appears and remains as a permanent record of said ordinance in the record books.

Dated this 18th day of August, 2025

(SEAL)





Anita Corso, City Clerk of the City
of Le Roy,
McLean County, Illinois

GROUND LEASE ESTOPPEL CERTIFICATE AND AGREEMENT

This Ground Lease Estoppel Certificate and Agreement (the "Agreement") is made and entered into as of the 18th day of August, 2025, by and between GARDEN GROVE FARM LLC, an Illinois limited liability company, with an address of 2501 Chatham Road, Suite N, Springfield, Illinois 62704 (hereinafter "Lessee"), and BUSEY BANK, with an address of 201 W Urbana, Illinois 61801 (hereinafter "Lender"), and CITY LE ROY, MCLEAN COUNTY, an Illinois municipal corporation, with an address of 207 S. East Street, Le Roy, Illinois 61752 (hereinafter "Lessor").

RECITALS

WHEREAS, City of Le Roy, Illinois, as Lessor, and Garden Grove Farm LLC, as Lessee, entered into a Lease Agreement dated February 5, 2024 ("Lease") and Development Agreement dated February 5, 2024 and amended August 18, 2025 (collectively, "Development Agreement"), pertaining to a certain premises therein described located on a parcel of real estate, a legal description of which is attached hereto and incorporated herein by this reference as Exhibit "A" (said parcel of real estate and the premises being sometimes collectively referred to herein as the "Property"); and

WHEREAS, Lessee is or will become indebted to Lender by virtue of a loan to Lessee (the "Loan") as evidenced by a promissory note secured by various loan documents (collectively, the "Loan Documents"), including but not limited to: (i) a Leasehold Mortgage dated on or about even date herewith (the "Mortgage"), which Mortgage does/will encumber Lessee's interest in the Lease and its interest in the Property as Lessee under the Lease; and (ii) a Security Agreement dated on or about even date herewith (the "Security Agreement"), granting Lender a security interest in all of the personal property of Lessee (collectively, the "Collateral"), some of which will be located on or in the Property.

WHEREAS, This Agreement is executed and delivered by Lessor in accordance with the Lease and Development Agreement and with the expectation that it will be delivered to Lender in connection with the Loan to be made by Lender to Lessee which loan will be secured by the Mortgage and Security Agreement described above encumbering Lessee's interest in the Property and Collateral and with the recognition that Lender will rely upon the contents hereof in closing and consummating the Loan.

NOW, THEREFORE, for and in consideration of the mutual covenants and premises herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed by the parties hereto, the parties hereto do hereby agree as follows:

AGREEMENT

1. **Ground Lease.** Pursuant to the terms of the Lease, Lessor has leased to Lessee and Lessee has leased from Lessor, the Property. The Lease, as defined above, is in full force and effect and other than as recited above, has not been modified, supplemented, or amended, orally or in writing. Except for the Lease and Development Agreement, there are no agreements between Lessor and Lessee in any way concerning the subject matter

of the Lease or the occupancy or use of the Property. To the knowledge of Lessor, the interests of Lessee under the Lease have not been assigned except as recited above and no portion of the Property has been sublet. The interests of Lessor under the Lease have not been assigned aside from any assignment to Lender.

2. **No Defenses or Offsets by Lessee.** As of the date hereof, all conditions and obligations under the Lease and Development Agreement to be satisfied or performed by Lessor have been satisfied or performed. As of the date hereof, Lessee does not assert, and is not entitled to assert, any claim against Lessor or any defense to or offset against the enforcement of the Lease or Development Agreement by Lessor.
3. **No Defenses or Offsets by Lessor.** As of the date hereof, all conditions and obligations under the Lease and Development Agreement to be satisfied or performed by Lessee have been satisfied or performed. As of the date hereof, Lessor does not assert, and is not entitled to assert, any claim against Lessee or any defense to or offset against the enforcement of the Lease or Development Agreement by Lessee.
4. **Lease Term; Options.** Under the Lease Agreement, after the expiration of the current term of the Lease which is ten (10) years, Lessee shall have the right and option to extend the Lease for two (2) renewal terms of ten (10) years each.
5. **Rents.** No rents are past due as of the date of this Agreement.
6. **Deposits.** Lessee did not make any type of escrow deposits with Lessor, and Lessor does not hold any type of deposit from Lessee (for security or otherwise).
7. **No Bankruptcy.** No bankruptcy proceedings, whether voluntary or otherwise, are pending, or to Lessor's knowledge, threatened, against Lessor.
8. **Fee Encumbrances.** The fee interest in the Property is not encumbered. No third party has any option or other right to purchase all or any portion of the Property. Lessor agrees that if it elects to encumber the fee interest in the Property, Lessor will cause any such lender to enter into an agreement with Lender that is reasonably satisfactory to Lender to evidence the subordination of any lien relating thereto to the lien created by the Mortgage and to Lessee's interest in the Lease.
9. **No Violations; Condemnation.** Lessor has not received any written notice of any pending eminent domain proceedings or other governmental or judicial actions that could affect the Property. Lessor has not received any written notice that is in violation of any law applicable to the Property (including, but not limited to, any environmental law or the Americans with Disabilities Act). Lessor has no knowledge of any environmental claims, assessments, reports or notices or knowledge of any hazardous waste, materials, contaminants and/or pollutants as related to the Property.
10. **Leasehold Mortgage.** Lessee shall have the right to encumber its leasehold interest in the Property under the Mortgage and Lender shall have all of the rights provided to a leasehold mortgagee under the Lease. In addition to the foregoing, Lender shall have the

right to foreclose upon the leasehold estate pursuant to the terms of the Mortgage and if Lender or another third party ("Acquiring Party") acquires title to the leasehold estate pursuant to a foreclosure sale or a deed in lieu of foreclosure, said Acquiring Party shall be recognized and considered as the lessee under the Lease and shall have all of the rights and benefits of Lessee thereunder. Similarly, if the bankruptcy of the Lessee results in a termination of the Lease, Lender should have the right to compel Lessor to enter into an identical Lease with Lender or successor owner as the new tenant.

11. **Assignment of Lease and Reimbursement Funds.** The Lessor agrees to and consents to an Assignment of the Lease and the Developer's Payments (as outlined in Section 3 of the Development Agreement) to the Lender which will be governed by separate agreement.
12. **No Amendment; Termination.** Except as set forth below, Lessor shall not modify or amend any of the terms or provisions of the Lease, terminate the Lease or accept a surrender thereof, unless the prior written approval of Lender has been obtained, and agrees that no such termination, surrender, amendment, restatement, modification or subordination of the Lease shall be binding on Lender without its prior written consent. The foregoing limitation shall not, however, limit Lessor's right to terminate the Lease, either as set forth in the Lease or pursuant to applicable law.
13. **Insurance and Condemnation Proceeds.** So long as the Loan remains outstanding, any insurance proceeds relating to the destruction of any improvements that were paid for by Lessee shall belong to Lender as "mortgagee" and "lender's loss payee" on any insurance covering the improvements. All proceeds should be paid directly to Lender. Additionally, condemnation proceeds attributable to the Property and the taking of the improvements should be paid directly to Lender. Further, Lender should have the ability to participate in any condemnation proceedings to sufficiently protect its rights.
14. **Personal Property and Subleases Subordinate.** Lessor's Interest, if any, in and to any Collateral located at the Property and any subleases entered into by Lessee for all or any portion of the Property and the rents, issues and profits therefrom are and shall remain subordinate to the lien of the Mortgage and Security Agreement.
15. **Notices.** All notices which may or are required to be sent under this Agreement shall be in writing and shall be sent by first class certified U.S. mail, postage prepaid, return receipt requested, and sent to the party at the address appearing below or such other address as any party shall hereafter inform the other party by written notice given as set forth below:

If given to Lender:

Busey Bank
201 W. Main Street
Urbana, Illinois 61801
Attn: SBA Department

Copy (*does not constitute notice*) to: Hofbauer Law Group, LLC
1755 Park Street
Suite 200, No. 1132
Naperville, Illinois 60563
Attn: Sarah Lash

If given to Landlord: City of Le Roy
207 S. East Street
Le Roy, Illinois 61752
Attn: Steven Dean, Mayor

Copy (*does not constitute notice*) to: Kathleen Field Orr/ Ottosen, Dinolfo
Hasenblag & Costaldo, Ltd.
1804 N. Naper Blvd., Suite 350
Naperville, Illinois 60563

If given to Tenant: Garden Grove Farm LLC
2501 Chatham Road, Suite N
Springfield, Illinois 62704

All notices delivered as set forth above shall be deemed effective three (3) days from the date deposited in the U.S. mail.

16. Arm's Length Transaction. The Landlord and Tenant attest to and affirm that the Lease and Development Agreement are considered arm's length transactions between the parties and there are no conflicts of interest between the Landlord and Tenant and/or their respective owners, agents and/or fiduciaries.

17. Conflicting Terms. If there are any conflicting terms between this Agreement and the Lease or Development Agreement, the terms of this Agreement shall control.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Ground Lease Estoppel Certificate and Agreement to be executed as of the day and year first above written.

LESSOR:

CITY OF LE ROY, MCLEAN COUNTY, an Illinois municipal corporation,

By: Steve M. Dean
Name: Steven M. Dean
Title: Mayor

LESSEE:

GARDEN GROVE FARM LLC, an Illinois limited liability company,

By: Bradley J. Marcy
Name: Bradley J. Marcy
Title: Manager

LENDER:

BUSEY BANK

By: _____
Name: _____
Title: _____

EXHIBIT "A"

A part of Section 28, Township 22 North, Range 4 East of the Third Principal Meridian, City of LeRoy, McLean County, Illinois, being all that part of the tract of land conveyed to the City of LeRoy per the Warranty Deed recorded on April 03, 2007 as Document No. 2007-8261 in the McLean County Recorder of Deeds Office, EXCEPTING THEREFROM the following described tract of land to wit: Lot 1 in Poindexter Subdivision, according to the Plat thereof recorded as Document No. 2021-11979 in the McLean County Recorder of Deeds Office; AND ALSO EXCEPTING THEREFROM the following described tract of land to wit: A part of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 28 and part of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 28, all in Township 22 North, Range 4 East of the Third Principal Meridian, City of LeRoy, McLean County, Illinois, more particularly described as follows: Beginning at the southeast corner of Lot 1 in Poindexter Subdivision, according to the Plat thereof recorded as Document No. 2021-11979 in the McLean County Recorder of Deeds Office, said point lying on the north right of way line of Bicentennial Drive / McLean County Highway #21; thence N.00°-00'-33"E. 482.87 feet to the northeast corner of said Lot 1; thence N.57°-47'-38"W. 375.00 feet to the northwest corner of said Lot 1 on the east right of way line of East Street; thence N.00°-00'-33"E. 201.48 feet on said east right of way line to the southerly right of way line of F.A.I. Route 74; thence S.57°-47'-38"E. 719.33 feet on said southerly right of way line; thence S.00°-00'-33"W. 656.43 feet on a line parallel with the east line of said Poindexter Subdivision to the northerly right of way line of said Bicentennial Drive / McLean County Highway #21; thence N.78°-08'-37"W. 35.50 feet in said northerly right of way line; thence N.60°-43'-09"W. 227.89 feet on said northerly right of way line; thence N.57°-30'-08"W. 68.57 feet on said northerly right of way line to the Point of Beginning containing 6.00 acres, more or less, with assumed bearings given for description purposes only.

Said Tract containing 11.54 acres, more or less.