

**CITY OF TWO RIVERS
RESOLUTION AMENDING**

**TAX INCREMENTAL FINANCING PROPERTY SALE,
CASH GRANT AND DEVELOPER'S PERFORMANCE
AGREEMENT WITH YBR PROPERTIES, LLC**

WHEREAS, the City Council on November 7, 2022 approved a Tax Incremental Financing, Property Sale and Developer's Performance Agreement (hereinafter the "Agreement.") with YBR Properties, LLC, pertaining to a proposed \$13 million residential redevelopment project on the City-owned former Eggers Industries downtown plant site; and

WHEREAS, said Agreement, as adopted by the City Council, included provision for YBR Properties, LLC to assign the Agreement to a new LLC, provided such new LLC was comprised of the same members as YBR Properties, LLC; and

WHEREAS, the Managing Member of YBR Properties, LLC, Kip N. Golden, has since created a new LLC, identified as The Confluence, LLC, but represents that he is presently the only member of that LLC, with additional memberships to be finalized and reported to the City prior to closing on the purchase of the Development Site from the City, and at any other time when there are changes in its membership; and

WHEREAS, it is appropriate to recognize the new LLC as the party entering into said Agreement in lieu of YBR Properties, LLC, and to allow that new LLC, The Confluence, LLC, to finalize its membership between now and the date of closing on the Development Site;

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby:

1. Authorizes that said Agreement, not yet executed by the City Manager and City Clerk, be modified to identify the Developer as The Confluence, LLC, instead of YBR Properties, LLC
2. Approves the replacement of Section 8 of the Agreement as approved by City Council, "Disclosure of Members/Assignment by Developer" (copy attached as Exhibit A) with a modified Section 8, attached hereto as Exhibit B; and

BE IT FURTHER RESOLVED, that the Agreement as approved by City Council on November 7, 2022 is unchanged in all other respects, and the City Manager and City Clerk remain authorized to execute said Agreement as modified by this Resolution.

Adopted this 21st day of November 2022.

Councilmember

Gregory E. Buckley
City Manager

Exhibit A

Section 8 Language from Agreement Approved November 7, 2022

By City Council

8. DISCLOSURE OF MEMBERS/ASSIGNMENT BY DEVELOPER

Prior to or at the time it enters into this Agreement, the Developer shall disclose to the City the names and addresses of its members. During the Term of this Agreement, Developer shall not have the right to assign this Agreement or directly or indirectly sell, assign, transfer or convey the Development Site (or any portion thereof) to any other party without the prior written consent of the City; provided, however, that Developer shall have the right to assign this Agreement or convey the Development Site before the Project Completion Date, without the City's consent but with notice to the City, to transfer this Agreement and/or the Development Site to a limited liability company entity having the same members as the Developer controlled by or under common control with Developer and shall have the right to mortgage or otherwise encumber the Development Site to finance the construction of the Project, as provided herein. If the Developer assigns this Agreement or the Development site to another limited liability company prior to the Project Completion Date, it shall provide verification reasonably satisfactory to the City that the members of that limited liability company are the same as that of the Developer. No assignment of this Agreement shall serve to release Developer from any liability or obligations under this Agreement. After the Project Completion Date, the Developer may assign its interest in this Agreement or convey the Development site without obtaining the consent of the City.

EXHIBIT B

MODIFIED SECTION 8 TO DEVELOPMENT AGREEMENT PRESENTED TO CITY COUNCIL NOVEMBER 21, 2022

8. DISCLOSURE OF MEMBERS/ASSIGNMENT BY DEVELOPER

The Developer represents that at the time it enters into this Agreement, it has only one member. That member is Kip N. Golden. It further represents that it is intended that the number of its members will be expanded subsequently. The Developer agrees that it shall provide to the City the name and address of any new member of the Developer at the time membership is obtained.

During the Term of this Agreement, Developer shall not have the right to assign this Agreement or directly or indirectly sell, assign, transfer or convey the Development Site (or any portion thereof) to any other party without the prior written consent of the City; provided, however, that Developer shall have the right to assign this Agreement or convey the Development Site before the Project Completion Date, without the City's consent but with notice to the City, to a limited liability company having the same members as the Developer at the time of assignment or conveyance, and shall have the right to mortgage or otherwise encumber the Development Site to finance the construction of the Project, as provided herein.

If the Developer assigns this Agreement or the Development site to another limited liability company prior to the Project Completion Date, it shall provide verification reasonably satisfactory to the City that the members of that limited liability company are the same as that of the Developer. No assignment of this Agreement shall serve to release Developer from any liability or obligations under this Agreement. After the Project Completion Date, the Developer may assign its interest in this Agreement or convey the Development site without obtaining the consent of the City.