

ECONOMIC INCENTIVE AGREEMENT

This Agreement ("Agreement") is entered into this _____ day of November, 2023, by and between the **VILLAGE OF ROMEOVILLE**, an Illinois Municipal Corporation ("Village") and Windson Property Holdings, LLC ("Developer").

RECITALS

WHEREAS, the Village of Romeoville is a home rule unit of government pursuant to Article VII, Section 6(a) of the Illinois Constitution of 1970 and may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Village has experienced the development of new residential units and a consequent growth in population, together with a growth in the commercial and industrial segments of the Village economy; and

WHEREAS, the additional needs and demands created by an increased population and commercial/industrial economy within the Village have created the need for additional types of land uses and development within the corporate limits of the Village, including but not limited to the development of hotel uses that are presently unavailable or insufficiently available within the existing corporate limits of the Village; and

WHEREAS, while the Village recognizes the importance of free and open economic competition, and the healthy nature of increased competition resulting from the creation of new businesses within the Village, the Village likewise desires to maintain a healthy economic climate for all existing business within the Village; and

WHEREAS, the Village has determined that the development of commercial operations such as those contemplated herein is itself a highly competitive endeavor, and that the successful completion of such a development at a particular location at a desired time may necessitate the use of a variety of incentives; and

WHEREAS, the Developer has presented a hotel development to the Village to be located upon the land legally described in attached **Exhibit A** (the "Property"); and

WHEREAS, Developer proposes to construct, develop or redevelop on the Property a hotel development (the "Business"), by undertaking those improvements contained within the final development plan approved by Village Ordinance No. 23-1823 together with those improvements depicted in the materials attached hereto and incorporated herein as **Exhibit B** and by undertaking such other improvements as are required by Village ordinances for the conduct of the contemplated business, as well as other improvements desired by Developer (collectively, the "Improvements") (the Business and the Improvements are sometimes collectively herein referred to as the "Development"); and

WHEREAS, the Developer has represented to the Village that it cannot successfully complete the Improvements and open the Business or any substantially and functionally equivalent development of the Property without the ability to obtain certain economic incentives as more fully hereinafter set forth; and

WHEREAS, after review and consideration of the Development and the various submittals provided by the Developer in connection therewith, the Village has determined that the Development is eligible to be the subject of an economic incentive agreement, and that the Developer and the Development as proposed in said submittals will satisfy the criteria hereinafter set forth for the approval of an economic incentive agreement; and

WHEREAS, after due and careful consideration, the Corporate Authorities have determined that it is in the best interests of the Village to enter into this Agreement to provide economic incentives to the Development pursuant to the terms and conditions hereinafter set forth.

WHEREAS, the Village finds as follows:

- (a) That the property upon which the Development is proposed has remained vacant for at least one year; and
- (b) That the Development is expected to create or retain job opportunities within the Village which job opportunities will consist of both construction-related jobs and permanent jobs; and
- (c) That the Development will serve to further the development of adjacent areas within the Village including but not limited to the Weber Road commercial corridor;
- (d) That the Developer meets high standards of credit worthiness and financial strength;
- (e) That the Development when completed will strengthen the commercial sector of the Village;
- (f) That the Development when completed will enhance the tax base of the Village;
- (g) That this Agreement is made in the best interest of the Village; and

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the receipt and sufficiency of which is hereby mutually acknowledged by the parties, the Village and the Developer hereby agree as follows:

1. **Recitals.** The foregoing recitals are hereby incorporated into this Agreement as if fully set forth herein.

2. **Development Requirements.** As a condition of the Village's obligation to make any payments, reimbursements, incentives or rebates hereunder, Developer shall be required to commence the actual construction of the Improvements on or before November 30, 2023, complete the Improvements in a timely and workmanlike manner, and open the Business to the general public on or before June 1, 2025, and shall further be required to operate the Business and maintain the Property in a manner that is fully compliant with all applicable Village ordinances and all applicable laws of other governmental entities having jurisdiction, as the same may be amended from time to time, provided, however, that the Village Manager shall have the authority, at her sole discretion, to extend or modify the milestone dates set forth in this Section 2. Developer acknowledges that the Village shall have the right to suspend or withhold payments, reimbursements, incentives or reimbursements hereunder in the event that Developer shall fail to comply with the aforementioned condition, or if the Developer shall otherwise fail to comply with the requirements of this Agreement or applicable laws or ordinances. Developer further acknowledges that as express conditions to the Village's obligations hereunder, Developer shall be required to brand and develop the business as a TownePlace Suites by Marriott hotel, and to construct the hotel substantially in accordance with the requirements of Village Ordinance No. 23-1823 and the materials included in Exhibit B, including but not limited to the renderings or depictions of the "Level 5" TownePlace Suites by Marriott façade.

3. **Room Tax Reimbursement; Other Incentives.**

A. **Room Tax Reimbursement to Developer.** Upon the completion of the development of the Improvements, the issuance by the Village of a certificate of occupancy for the Improvements and the occurrence of the opening of the Business to the general public for business, Developer shall become eligible, during the first five years after the issuance by the Village of a certificate of occupancy for the Improvements and the occurrence of the opening of the Business to the general public for business, and subject to the provisions of Section 3.D. hereof, to begin receiving reimbursements from the Village in a sum equal to One Hundred Percent (100%) of the Village payments imposed pursuant to Chapter 122.40 et. seq. of the Village Code of Ordinances, but only to the extent the Developer has actually collected such taxes and paid the same over to the Village in compliance with all applicable requirements of said Chapter 122 (the aforementioned payments are sometimes hereinafter referred to as "Room Tax Reimbursement Payments). Thereafter, during the sixth through tenth years after the issuance by the Village of a certificate of occupancy for the Improvements and the occurrence of the opening of the Business to the general public for business, Developer shall become eligible, subject to the provisions of Section 3.D. hereof, to receive Room Tax Reimbursement Payments from the Village in a sum equal to Sixty Percent (60%) of the Village Room Tax payments imposed pursuant to Chapter 122.40 et. seq. of the Village Code of Ordinances, but only to the extent the Developer has actually collected such taxes and paid the same over to the Village in compliance with all applicable requirements of said Chapter 122. No persons or entities other than the Developer, or its successors or assigns, shall be entitled to receive any Room Tax Reimbursement Payments whatsoever pursuant to this Agreement. Upon that date which is ten (10) years from the date after the issuance by the Village of a certificate of occupancy for the

Improvements and the occurrence of the opening of the Business to the general public for business, the right of Developer to receive Room Tax Reimbursement Payments hereunder shall immediately terminate and become of no further force or effect.

B. Building Permit/Development Fee Reduction; Traffic Study Reimbursement for Outlot Development.

- i) In connection with the development of the Improvements, the Village shall reduce the otherwise applicable building permit and development fees from approximately \$293,050.87 to the sum of \$50,000.00. Upon the opening of the Business, the Village shall be discharged from any further responsibility to reduce otherwise applicable building permit or development fees.
- ii) In connection with the development of the Improvements, the Village shall reduce the otherwise applicable amount of the financial security for public improvements from \$642,094.00 to \$250,000.00.

C. Conditions on Incentive Payments. Notwithstanding anything herein to the contrary, the right of Developer to receive any payments contemplated above in this Section 3 as well as the obligation of the Village to make any such payments shall be subject to the following conditions:

- i) The Village shall have no obligation under this Agreement to make any payments to the Developer in any amount beyond those amounts, nor shall the Village have any obligation hereunder to make any payments to any person or entity whatsoever from any fund or sources of funds or monies other than those expressly provided for in this Agreement.
- ii) In the event that Developer, after receiving any payments pursuant to Section 3.A. and opening the Business to the general public, shall at any time thereafter cease for any reason to operate the Business for a period of more than twelve (12) consecutive months, except as provided below, the right of Developer to receive any reimbursement payments with respect to the Business shall terminate as of the expiration of such twelve (12) month period. Temporary cessation of operation upon the Property due to fire or other casualty, acts of God, COVID-19 or similar public health emergencies, labor disputes or other causes beyond the reasonable control of the Developer beyond such twelve (12) month period for the purpose of rebuilding, making alterations or for resuming operations shall not be deemed a cessation of operation within the meaning of this paragraph.
- iii) Prohibited Uses -- In consideration of the Village's entering into this Agreement, Developer shall be prohibited from developing all or any portion of the "Property" or the "Development" with any one or more of the following enumerated uses, each of which shall hereinafter be referred to as a "Prohibited Use" and shall be defined as set forth in the Village Code of Ordinances or as

hereinafter set forth. The substance of this Section 3.D(iii) shall also be included in a restrictive covenant approved by the Village and which shall be recorded against the "Property" prior to the issuance of any certificate of occupancy for all or any part of the "Development". The Prohibited Uses include the following: Any and all uses whatsoever other than the Business contemplated hereunder. Any use of the Property for any purpose other than the operation of the Business shall immediately terminate Developer's right hereunder to receive any reimbursement payments under this Section 3.

E. **Timing of Incentive Payments; Required Documentation.** Subject to the conditions of Section 3.C, all reimbursement payments contemplated or required to be made hereunder by the Village to the Developer under Section 3.A shall be made on a calendar quarterly basis, within thirty (30) days after the Village has received all returns and forms from Developer required by Chapter 122 with respect to the Village tax at issue, current for the quarter for which the reimbursement payment is sought, together with the payment of all taxes, penalties and interest shown to be due to the Village thereon. All information provided by the Developer shall be kept confidential by the Village except to the extent that the law otherwise requires the disclosure of such information. As a condition of Developer's entitlement to receive any reimbursement payments under Section 3.A or Section 3.B hereunder, Developer shall specifically be required to file all documentation with the Village throughout the entire time during which Developer seeks Reimbursement Tax Payments. All determinations of the amount of any reimbursement of Reimbursement Tax Payments due or owing hereunder shall be made by the Village Finance Director based upon the provisions of this Agreement, the documentation, information and payments required to be provided pursuant to this Section 3.D., and such determinations shall be final and conclusive.

4. **Miscellaneous.**

A. The parties acknowledge and agree that the individuals who are members of the group constituting the corporate authorities of the Village are entering into this Agreement in their corporate capacities as members of such group and shall have no personal liability in their individual capacities.

B. This Agreement shall be valid and binding upon the Village and the Developer, together with their respective successors and assigns.

C. The failure of any party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreement, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect. No action taken by any party to this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and non-

exclusive of any other remedy either set forth herein or available to any party at law or equity.

D. This Agreement sets forth all agreements, understandings, and covenants between and among the parties. This Agreement supersedes all prior agreements, negotiations and understandings, written and oral, and is a full integration of the entire Agreement of the parties.

E. If any provision, clause, word, or designation of this Agreement is held to be invalid by any court of competent jurisdiction, such provision, clause, word or designation shall be deemed to be excised from this Agreement and the invalidity thereof shall not affect any other provision, clause, word, or designation contained herein.

F. This Agreement may be executed in multiple counterparts, all of which when taken together shall constitute one Agreement.

G. The headings of the Sections of this Agreement are for convenience and reference only and do not form a part hereof and do not modify, interpret or construe the understandings of the parties hereto.

H. This Agreement may be reproduced by means of carbons, xerox process or otherwise. Each such reproduction, if manually executed by the parties, shall for all purposes be deemed, and the same is hereby declared, to be a duplicate original of this Agreement.

I. Terms used in this Agreement shall be read in the singular or the plural as may be appropriate to the context in which they are used.

J. During the term of this Agreement, or until written notice of a change in address is delivered to the other parties, notices shall be in writing and sent by certified mail or by a national overnight courier providing evidence of delivery (such as Federal Express, UPS, DHL, or Airborne) to the following addresses:

If to the Village, or the corporate authorities:

VILLAGE OF ROMEOVILLE
1050 W. Romeo Road
Romeoville, Illinois 60446
Attn: Village Manager

with a copy to the Village Attorney:

Rich Vogel
Village Attorney
2801 Black Road, Second Floor
Joliet, Illinois 60435

If to the Developer:

Windson Property Holdings, LLC
1265 Lakeview Drive, Suite 320
Romeoville, Illinois 60446

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers duly authorized to execute the same, the day and year first above written.

VILLAGE OF ROMEOVILLE,
a municipal corporation,

By: _____
Village President

ATTEST:

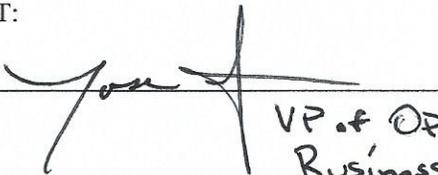
By: _____
Deputy Village Clerk

WINDSON PROPERTY HOLDINGS LLC



Sandeep Desai
Member Manager.

ATTEST:



VP of Operations &
Business Development

EXHIBIT A—LEGAL DESCRIPTION OF PROPERTY

LOT 1 IN WINDHAM LAKES RESUBDIVISION NUMBER 6, BEING A RESUBDIVISION OF THE WEST 561.12 FEET, AS MEASURED AT RIGHT ANGLES TO THE WESTERN MOST WEST LINE THEREOF, OF LOT 11 IN WINDHAM LAKES RESUBDIVISION NUMBER 3, A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 31, 1993 AS DOCUMENT R93-0023953, SAID PLAT OF RESUBDIVISION NUMBER 6 RECORDED JUNE 3, 1994 AS DOCUMENT R94-57189, AND CERTIFICATE OF CORRECTION RECORDED JUNE 7, 1994 AS DOCUMENT R94-58289, IN WILL COUNTY, ILLINOIS; EXCLUDING ANY PHYSICAL IMPROVEMENTS TO THE LEGALLY DESCRIBED PROPERTY, SUCH AS, WITHOUT LIMITATION, FIXTURES.

EXCEPTING THEREFROM THAT PART OF THE LAND TAKEN BY ORDER VESTING TITLE RECORDED JUNE 6, 2017 AS DOCUMENT R2017043597.

PIN: 12-02-29-151-012-0000

EXHIBIT B—PLANS AND SUBMITTALS FOR DEVELOPMENT

The plans and submittals to be incorporated by reference into this Agreement as Exhibit B shall include all those plans and submittals required to be made by the Developer under the applicable ordinances of the Village, including those made with Ordinance 23-1823, and the same shall be deemed to be so incorporated herein as and when the same shall have been reviewed and approved by the Village, as well as those additional materials physically hereinafter attached hereto.