

GRANT AGREEMENT BETWEEN THE VILLAGE OF ROMEOVILLE AND SENIOR SERVICES CENTER OF WILL COUNTY, INC.

THIS GRANT AGREEMENT (“Agreement”) is entered into this ____ day of _____, 2020 by and between the Village of Romeoville, an Illinois municipal corporation (“**Village**”), and the Senior Services Center of Will County, Inc., an Illinois not for profit corporation (“Senior Services”).

RECITALS:

WHEREAS, the Village is a home rule municipality under the Illinois Constitution of 1970; and

WHEREAS, Senior Services is an Illinois not for profit corporation; and

WHEREAS, Senior Services is engaged in providing services and programs to support the needs of senior citizens in Will County; and

WHEREAS, Senior Services is presently pursuing the acquisition of a real property improved with a vacant former retail building (the “Building”) to be redeveloped as and for a headquarters and principal location for the provision of its programs and services (the “New Center”); and

WHEREAS, the Building is legally described in Exhibit A, a copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, in connection with its proposed acquisition of the Building, Senior Services has or will obtain an assignment of an existing option to purchase the Building (the “Assignment”), in substantially the form attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the Village has a significant senior citizen community, and desires to support Senior Services in its mission of providing services and programs to that community within the Village and within Will County generally; and

WHEREAS, the Village further desires to support the redevelopment and restoration to productive use of the Building; and

WHEREAS, in furtherance of the aims hereinabove expressed, the Village is willing, pursuant and subject to the terms and conditions of this Agreement, to provide a grant to Senior Services in the amount of Two Million and No/100 Dollars (\$2,000,000.00) (the “Grant”) to assist in defraying Senior Services’ expenses in acquiring and redevelopment the Building as and for the New Center; and

WHEREAS, Senior Services desires to receive the Grant as hereinafter defined, and upon the terms and conditions hereinafter set forth.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing Recitals, which are hereby incorporated into and made a part of this Agreement, the parties agree as follows:

1. ASSIGNMENT OF OPTION; ACQUISITION OF THE BUILDING.

A. Acceptance of Assignment. Senior Services acknowledges that the Building is presently subject to an option to purchase in favor of Troutman and Dams, LLC, who has presently entered an agreement creating such option with Target Corporation, the present owner of the Building (the "Option"). As a condition to the Village's obligation to provide the Grant as otherwise contemplated by this Agreement, Senior Services shall accept the Assignment in substantially the form shown in Exhibit B to this Agreement, on or before thirty (30) days from the date on which the corporate authorities of the Village of Romeoville adopt legislation approving the execution of this Agreement.

B. Acquisition. Upon its acceptance of the Assignment in substantially the form shown in Exhibit B, Senior Services shall thereafter undertake such due diligence as it may desire and as may be permitted by the terms of the Option, and subject to any extension of the term thereof between Senior Services and Target Corporation. As a condition to the Village's obligation to provide the Grant as otherwise contemplated by this Agreement, Senior Services shall exercise its rights under the Option and close on the acquisition of the Building in accordance with the terms of the Option. In the event that Senior Services elects not to exercise its rights under the Option and does not close on the acquisition of the Building in accordance with the terms of the Option, the Village shall have no further obligations under this Agreement, including but not limited to the obligation to provide the Grant to Senior Services.

2. PROVISION OF GRANT; EFFECT OF SALE OF BUILDING ON GRANT.

Subject to Senior Services' acceptance of the Assignment and its closing on the acquisition of the Building in accordance with the terms and conditions of the Option, which shall be documented to the reasonable satisfaction of the Village, the Village shall, within thirty (30) days after receiving documentation demonstrating to its reasonable satisfaction that Senior Services has closed on the acquisition of the Building in accordance with the terms and conditions of the Option, provide the Grant to Senior Services. The parties acknowledge that a substantial consideration for the Village's entry into this Agreement and its provision of the Grant hereunder is the restoration of the Building to occupancy and use for the purposes contemplated by Senior Services. Accordingly, in the event of the sale or conveyance of the Building by Senior Services (excluding any sale of the Outlots or either of them as contemplated by Section 3.G. hereof), and as a condition to the Village's obligation to issue real estate transfer tax stamps in connection therewith, Senior Services shall pay to the Village an amount equal to the entire amount of the Grant, if such sale or conveyance shall occur on or before the fifth anniversary of the date on which the Village shall have provided the Grant to Senior Services, and if such sale or conveyance of the Building shall occur thereafter, but prior to the tenth anniversary of the date on which the Village shall have provided the Grant to Senior Services, then Senior Services shall pay to the Village an amount equal to fifty percent (50%) of the amount of the Grant.

3. CONDITIONS APPLICABLE TO THE DEVELOPMENT, OWNERSHIP AND OPERATION OF THE BUILDING.

In consideration of the Village's provision of the Grant to Senior Services, Senior Services, by its acceptance of the Grant, acknowledges that the development, ownership and operation of the Building shall be subject to the following conditions:

A. Reservation of Village Space. In connection with its development of the Building for its intended uses and purposes, Senior Services shall at all times cause its development-related plans and submittals to reflect the reservation of approximately 25,000 square feet to be permanently available exclusively for use or occupancy by the Village for its use in carrying out public, recreational municipal or other community service functions, to the exclusion of common areas, or areas devoted to mechanical or utility equipment (the "Village Space"). The Village Space shall be substantially consistent with the depiction thereof attached hereto and incorporated herein by reference as Exhibit C. Senior Services shall, at all times during the ownership of the Building by Senior Services (or by any entity affiliated, or owned or controlled by Senior Services), permit the Village to use and occupy the Village Space without the payment of rent, pursuant to the terms of a lease substantially in the form incorporated herein by reference as Exhibit C-1; any such lease shall provide that the Village shall make monthly periodic payments to Senior Services in an amount equal to one-sixth (1/6) of any common area maintenance charges imposed on Senior Services pursuant to the OEA or OEA Amendment (as hereinafter defined), together with an amount equal to one-sixth (1/6) of all utility service charges imposed on Senior Services for the benefit of the Building generally (to the exclusion of payment for any utility services which may be invoiced or charged directly to the Village by the provider thereof) Village shall have the right to review and approve all submittals for the creation of the Village Space within the Building, and notwithstanding the preceding sentence, shall reimburse Senior Services for its pro rata share of the costs of architectural and design services allocable to the Village Space, which share shall be determined by dividing the square footage of the Village space by the total square footage contained within the presently vacant former retail building included as part of the Building, and multiplying the resulting fraction or percentage by the total cost of the architectural and design services required for the development of the Building. Notwithstanding anything herein to the contrary, the Village shall at all times retain the right to sublease all or any portion of the Village Space to a governmental agency or body, or to a not for profit organization.

B. Reservation of Village Auditorium/Banquet Area Use; Discounted Village Auditorium/Banquet Area Use. Senior Services shall annually reserve at least four (4) dates/times within the auditorium/banquet area contemplated to be developed within the Building for use by the Village for the conduct of Village community, recreational, municipal or public service events having a duration of not less than six (6) hours. Village acknowledges that any particular dates/times during the course of a given year shall be subject to prior scheduled events, and that the availability of the dates/times hereunder to the Village shall be on a "first come, first served" basis. In the event that the Village desires to conduct more than four (4) such events during the course of a particular year, Senior Services shall provide the Village with the use of the auditorium/banquet area for such events at a discounted rate equal to fifty percent of

the lowest rate charged for the use of the auditorium/banquet area for comparable events to entities or organizations not related to or affiliated with Senior Services. Village likewise acknowledges that the availability of the auditorium/banquet area for these events shall be subject to prior scheduled events, and that the availability of the dates/times hereunder to the Village shall be on a “first come, first served” basis.

C. Building Front Façade Redesign; Village North Façade Improvements.

1. Building Front Façade Redesign. In connection with its development of the Building for its uses and purposes, and as a condition to the occupancy of the Building for the same, Senior Services shall improve the Building by designing and installing a new front façade for the Building that is aesthetically pleasing, and which complies with applicable Village ordinances and the applicable requirements of the Amended and Restated Operation and Easement Agreement (the “OEA”) recorded with the Will County Recorder’s Office as Document No. R2008027998, as the same has been amended by an amendment thereto (the “OEA Amendment”) dated as of _____ and recorded with the Will County Recorder’s Office as Document No. R_____. Village shall have the right to review and approve all plans and submittals required in connection with the design and installation of such new façade. Without otherwise limiting the generality of the foregoing, the front façade redesign shall include space available to the Village for the placement of signage identifying the presence of the Village in the Village Space within the Building.

2. Village North Façade Improvements. Senior Services consents to the Village’s alteration of the north façade of the Building to provide a dedicated entrance to the Village Space within the Building, including architectural elements designed to accentuate the location and existing of the dedicated entrance to the Village Space, and further consents to the Village’s placement of signage on the north façade of the Building to identify the presence of the Village within the Village Space within the Building.

D. Reservation of Chamber Space. In connection with its development of the Building for its intended uses and purposes, Senior Services shall at all times cause its development-related plans and submittals to reflect the reservation of approximately 1,000 square feet available exclusively for use or occupancy by the Romeoville Area Chamber of Commerce, Incorporated (the “Chamber”) for its use in carrying out its functions and purposes, to the exclusion of common areas, or areas devoted to mechanical or utility equipment (the “Chamber Space”). Senior Services shall, for a period of not less than ten (10) years during the ownership of the Building by Senior Services (or by any entity affiliated, or owned or controlled by Senior Services), permit the Chamber to use and occupy the Chamber Space without the payment of rent or other periodic charges, costs or expenses (other than a nominal consideration), pursuant to the terms of a lease substantially in the form incorporated herein by reference as Exhibit D.

E. Reservation of Chamber Auditorium/Banquet Area Use. Senior Services shall annually reserve at least three (3) dates/times within the auditorium/banquet area contemplated to be developed within the Building for use by the Chamber for the conduct of Chamber events in furtherance of its functions and purposes, with such events having a duration of not less than six (6) hours. Village acknowledges that any particular dates/times during the course of a given year

shall be subject to prior scheduled events, and that the availability of the dates/times hereunder to the Village shall be on a “first come, first served” basis.

F. Outlot Disposition; Village Receipt of Outlot Proceeds. Village and Senior Services acknowledge that the Assignment reserves an option in favor of Troutman and Dams, LLC to purchase any outlots created from the real property included as part of the Building that is not improved with the presently vacant retail building itself (i.e. created from the existing parking lot area), which outlots (the “Outlots”), and further acknowledge that the creation of the Outlots pursuant to a plat of subdivision (the “Plat”) in the form attached hereto and incorporated herein as Exhibit D has been approved as required by the applicable provisions of the OEA and the OEA Amendment. Immediately upon its recordation of the deed conveying title to the Building, Senior Services shall procure the execution of the Plat and cause the same to be record with the office of the Will County Recorder of Deeds. Thereafter, in the event that Senior Services shall close on the sale of the Outlots or either of them, whether to Troutman and Dams, LLC pursuant to the exercise of its option rights under the Assignment, or to any other person or entity upon the lapse, expiration, waiver or release of such rights under the Assignment, Senior Services shall cause the net proceeds of any such sale to be immediately paid to the Village. As used herein, the “net proceeds” of a sale of the Outlots shall mean the purchase price payable to Senior Services for the Outlots or either of them under the Assignment, or pursuant to a sales contract for the sale of the Outlots negotiated at arm’s length with an unrelated and unaffiliated third party purchaser for value, less the costs of a title commitment for the Outlots, and an ALTA survey for the Outlots referencing the title commitment and customary Table A items for unimproved land.

4. GENERAL PROVISIONS.

A. Indemnification. To the fullest extent permitted by law, the Senior Services agrees to indemnify, defend and hold harmless the Village and its elected and appointed officials, administrators, officers, consultants, agents, employees, successors, assigns and all other persons, firms and corporations acting on their behalf or with their authority, from and against any and all injuries, liabilities, losses, damages, costs, payments and expenses of every kind and nature (including, without limitation, court costs and attorneys’ fees) for claims, demands, actions, suits, proceedings, judgments or settlements (collectively “Claims”) arising out of or in any way relating to or occurring in connection with approval of and performance under this Agreement, and expressly including any Claims arising out of Senior Services’ construction activities in connection with the development of the Building or out of Senior Services’ usage of the Building for its intended purposes. The indemnities contained in this Section shall survive termination of this Agreement.

B. Cooperation. The parties agree to do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in furthering the objectives of this Agreement, and the intent of the parties as reflected by the terms of this Agreement, including, without limitation, the enactment of such resolutions and ordinances, the execution of such permits, applications and agreements, and the taking of such other actions as may be necessary to enable the parties’ compliance with the terms and

provisions of this Agreement, and as may be necessary to give effect to the objectives of this Agreement and the intentions of the parties as reflected by the terms of this Agreement. Without otherwise limiting the generality of the foregoing, the parties acknowledge that the use of the Building and the design and construction of improvements to the Building is subject to the provisions of the OEA and the OEA Amendment, and agree that they shall conduct their use and improvement of the Building pursuant to this Agreement in compliance with the requirements of the OEA and the OEA Amendment.

C. Assignment. Neither party shall assign this Agreement to any person or entity without the prior written consent of the other party.

D. No Third Party Beneficiaries. Other than as expressly provided for in Sections 3.D and 3.E, no third party shall have any rights or claims against Senior Services or the Village arising from this Agreement.

E. Notices. All notices, demands, elections, and other instruments required or permitted to be given or made by either party upon the other under the terms of this Agreement or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by certified or registered mail with proper postage prepaid, hand delivered or sent by facsimile transmission, with proof of successful transmission sent by regular mail by the sending party at the respective addresses shown below, or to such other party or address as either party may from time to time furnish to the other in writing. Such notices, demands, elections and other instruments shall be considered delivered to recipient on the second business day after deposit in the U.S. Mail, on the day of delivery if hand delivered.

Notices to Village shall be sent to:

Village of Romeoville
1050 W. Romeo Road
Romeoville, Illinois 60446
Attn: Village Manager
Phone: (815) 886-7200

Notices to Senior Services shall be sent to:

Senior Services Center of Will County, Inc.
Attn.: Executive Director
51 N. Center Street
Joliet, IL 60435
Phone: (815) 723-9713

F. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties, and their respective successors or assigns.

G. Captions. The captions of the Sections of this Agreement are for convenience and are not to be interpreted as part of this Agreement.

H. Interpretation. Whenever the context requires or permits the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

I. Applicable Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. The sole and exclusive venue for any litigation arising out of or relating to this Agreement shall be in the Circuit Court for the 12th Judicial Circuit, Will County, Illinois.

J. Severability. Senior Services and Village agree that if any provision of this Agreement is held to be invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would then continue to conform to the terms, purposes and requirements of applicable law and does not represent a material change to the rights or obligations of the parties.

K. Amendment of Agreement. All of the representations and obligations of the parties are contained herein. Senior Services and Village agree that no change or modification to this Agreement, or any exhibits or attachments hereto, shall be of any force or effect unless such amendment is dated, reduced to writing, executed by both parties and attached to and made a part of this Agreement. No work shall be commenced and no costs or obligations incurred as a consequence of any amendment to this Agreement or any attachments hereto unless and until such amendment has been executed and made a part of this Agreement.

L. Execution in Counterparts. This Agreement may be executed in counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument. Documents executed, scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

M. No Waiver. The failure of any party to this Agreement to insist upon strict and prompt performance of the terms, covenants, agreements 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 rights, to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect. No waiver by the Village shall be valid or binding on the Village unless it is in writing signed by the Village and only to the extent therein set forth.

N. Recording. A copy of this Agreement shall be recorded against the Building by the Village. The rights of the Village and the Chamber hereunder shall touch and concern the Building and shall run with the title to the Building, and shall not terminate, expire or lapse as the result of any conveyance of all or any portion thereof but shall continue to exist notwithstanding any such conveyance of all or any portion of the Building.

O. Default and Cure. In the event of an alleged default on all or any part of this Agreement, prior to and as a condition of instituting legal proceedings, the non-defaulting party

shall give the defaulting party specific written notice of such default, in the manner provided herein. The alleged defaulting party shall have thirty (30) days to cure said default. If the defaulting party does not cure said default during the thirty (30) day period, the non-defaulting party may take any and all steps necessary to address such default, including, but not limited to, instituting any necessary legal action. Senior Services shall not have a right to recover a judgment for monetary damages against any elected or appointed official of the Village for any breach of any of the terms of this Agreement.

P. Dissolution of Senior Services. In the event that the Senior Services intends or plans to dissolve itself, or intends to consider or act upon any proposal, motion or resolution relating to or pertaining to the dissolution of the Senior Services, the Senior Services shall provide not less than fifteen days' prior written notice to the Village of the same. Thereafter, the Senior Services shall not take any other or further steps to dissolve the Senior Services or to adopt or approve a plan of distribution of its then-remaining assets without the express written approval of the Village, which approval may be conditioned upon the Senior Services reimbursing the Village for all sums advanced to the Senior Services hereunder, or such other portion thereof as may be acceptable to the Village.

THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED on their behalf as of the date first above named, which date shall be the date on which the Village authorizes legislation approving the execution of this Agreement.

VILLAGE OF ROMEVILLE:

**SENIOR SERVICES CENTER OF WILL
COUNTY, INC.**

By: _____
John D. Noak, Village President

By: _____
Barry Kolanowski, its Executive Director

