

VILLAGE OF BRADLEY

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RESOLUTION NO R-09-25-02

A RESOLUTION APPROVING A COMMERCIAL DISTRICT REDEVELOPMENT  
AGREEMENT BETWEEN THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS  
AND RARE HOSPITALITY INTERNATIONAL, INC.

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ADOPTED BY THE  
BOARD OF TRUSTEES OF THE  
VILLAGE OF BRADLEY

THIS 04th DAY OF September, 2025

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Published in pamphlet form by the authority of the Board of Trustees of the Village of Bradley,  
Kankakee County, Illinois this 04th day of September, 2025.

RESOLUTION NO. R-09-2502

**A RESOLUTION APPROVING A COMMERCIAL DISTRICT REDEVELOPMENT  
AGREEMENT BETWEEN THE VILLAGE OF BRADLEY, KANKAKEE COUNTY,  
ILLINOIS AND RARE HOSPITALITY INTERNATIONAL, INC.**

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**WHEREAS**, the Corporate Authorities of the Village of Bradley, Kankakee County, Illinois, have the authority to adopt resolutions and to promulgate rules and regulations that pertain to its government and affairs and protect the public health, safety, and welfare of its citizens; and

**WHEREAS**, on September 13, 2021, the Village passed Ordinance No. O-9-21-1, thereby (i) establishing the Bradley Commercial District (the "Commercial District") and (ii) imposing a Business District Retailer's Occupation Tax, a Business District Service Occupation Tax, and a Business District Hotel Operator's Occupation Tax upon said Commercial District, all as authorized by the provisions of the Business District Development and Redevelopment Law (65 ILCS 5/11-74.3-1, *et seq.*) (the "Act"); and

**WHEREAS**, pursuant to Section 3 of the Act (65 ILCS 5/11-74.3-3), the Corporate Authorities of the Village are authorized to make and enter into all contracts necessary or incidental to the implementation and furtherance of the business district plan for the Commercial District; and

**WHEREAS**, Rare Hospitality International, Inc. (the "Developer"), is a Georgia corporation authorized to conduct business within the State of Illinois and the present owner of a certain property, located within the corporate boundaries of the Village, that is commonly known as 1503 Il-50, Bradley, IL 60914 and presently bears the tax PIN: 17-09-16-100-038 (the "Subject Property"); and

**WHEREAS**, the Subject Property is located within the boundaries of the Commercial District; and

**WHEREAS**, the Developer has proposed to redevelop the Subject Property and has requested economic assistance from the Village in order to support its redevelopment project (the "Project"); and

**WHEREAS**, the Project includes (i) the renovation and conversion of an existing six-thousand three hundred square foot (6,300 sq. ft.) building, and (ii) the establishment and operation of a restaurant on the Subject Property; and

**WHEREAS**, the Corporate Authorities of the Village have reviewed the plans associated with the Project and have determined that it (i) is consistent with the objectives and principles of the business district plan for the Commercial District, as adopted by the Village, and (ii) will further the objectives of the Commercial District and will stimulate the local economy and encourage job growth within the Village; and

**WHEREAS**, the Village and Developer have negotiated a Commercial District Redevelopment Agreement (the "Agreement") on terms that are fair, reasonable, and acceptable to the Village (a copy of the Agreement is attached hereto as Exhibit A and fully incorporated herein); and

**WHEREAS**, the Corporate Authorities of the Village have determined that it is in the best interests of the Village and its citizens to enter into the Agreement with Developer.

**NOW THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, PURSUANT TO ITS STATUTORY AUTHORITY, AS FOLLOWS:**

**SECTION 1.** The Corporate Authorities hereby find that all of the recitals contained in the preamble to this Resolution are true, correct, and complete and are hereby incorporated by reference hereto and made a part hereof.

**SECTION 2.** The Corporate Authorities of the Village hereby find that that the terms, conditions, and provisions of the Agreement (**Exhibit A**) are fair, reasonable, and acceptable to the Village and declare that the same is hereby approved in form and substance. Therefore, the Corporate Authorities of the Village hereby authorize and direct the Village President to sign, execute, and deliver, and the Village Clerk to attest, the Agreement, and further to take any and all additional actions, including without limitation the execution of any and all documents, necessary and expedient to effectuate the intent of this Resolution, which is to enter into the Agreement with the Developer.

**SECTION 3.** In the event that any provision or provisions, portion or portions, or clause or clauses of this Resolution shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provisions, portions, or clauses of this Resolution that may be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clause or clauses.

**SECTION 4.** All ordinances, resolutions, motions, or parts thereof, conflicting with any of the provisions of this Resolution, are hereby repealed to the extent of the conflict.

**SECTION 5.** The Village Clerk is hereby directed to publish this Resolution in pamphlet form.

**SECTION 6.** This Resolution shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

*[Intentionally Blank]*

**PASSED** by the Board of Trustees on a roll call vote on the 8th day of September, 2025.

**TRUSTEES:**

|                     |   |                                |  |
|---------------------|---|--------------------------------|--|
| RYAN LEBRAN         | Aye – <input checked="" type="checkbox"/> | Nay – <input type="checkbox"/> | Absent – <input type="checkbox"/>            |
| BRIAN BILLINGSLEY   | Aye – <input type="checkbox"/>            | Nay – <input type="checkbox"/> | Absent – <input checked="" type="checkbox"/> |
| DARREN WESTPHAL     | Aye – <input checked="" type="checkbox"/> | Nay – <input type="checkbox"/> | Absent – <input type="checkbox"/>            |
| BRIAN TIERI         | Aye – <input checked="" type="checkbox"/> | Nay – <input type="checkbox"/> | Absent – <input type="checkbox"/>            |
| GRANT D. VANDENHOUT | Aye – <input checked="" type="checkbox"/> | Nay – <input type="checkbox"/> | Absent – <input type="checkbox"/>            |
| GENE JORDAN         | Aye – <input checked="" type="checkbox"/> | Nay – <input type="checkbox"/> | Absent – <input type="checkbox"/>            |

**VILLAGE PRESIDENT:**

MICHAEL WATSON      Aye – ☐      Nay – ☐      Absent – ☐

**TOTALS:**      Aye – 5      Nay – 0      Absent – 1

**ATTEST:**

  
KELLI BRZA, VILLAGE CLERK

**APPROVED** this 8th day of September, 2025.

  
MICHAEL WATSON, VILLAGE PRESIDENT

**ATTEST:**

  
KELLI BRZA, VILLAGE CLERK

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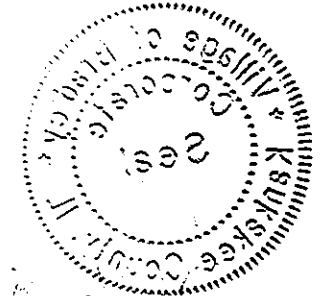
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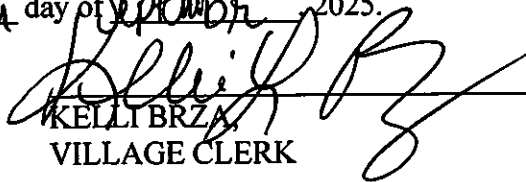


11/1/77

STATE OF ILLINOIS       )  
                                      )  
COUNTY OF KANKAKEE    )       §§

I, KELLI BRZA, Village Clerk for the Village of Bradley, County of Kankakee and State of Illinois, DO HEREBY CERTIFY that the attached is a true, perfect, and complete copy of Resolution number R-09-25-02, "A RESOLUTION APPROVING A COMMERCIAL DISTRICT REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS AND RARE HOSPITALITY INTERNATIONAL, INC.," which was adopted by the Village President and Board of Trustees at a meeting held on the 24 day of September, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand in the Village of Bradley, County of Kankakee and State of Illinois, on this 24 day of September, 2025.

  
KELLI BRZA,  
VILLAGE CLERK



# **EXHIBIT A**

## **Commercial District Redevelopment Agreement**

**COMMERCIAL DISTRICT REDEVELOPMENT AGREEMENT BETWEEN THE  
VILLAGE OF BRADEY, ILLINOIS, AND RARE HOSPITALITY INTERNATIONAL,  
INC.**

This **COMMERCIAL DISTRICT REDEVELOPMENT AGREEMENT** (this "Agreement") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between the Village of Bradley, an Illinois Municipal Corporation formed under and by virtue of the constitution and laws of Illinois and located within Kankakee County (the "Village") and RARE Hospitality International, Inc. (the "Developer"), a Georgia Corporation authorized to conduct business in Illinois and operating within the corporate boundaries of the Village. The Village and Developer are hereinafter sometimes individually referred to as a "Party" and collectively referred to as the "Parties."

**WITNESSETH:**

**WHEREAS**, on September 13, 2021, the Village passed Ordinance No. O-9-21-1, thereby (i) establishing the Bradley Commercial District (the "Commercial District") and (ii) imposing a Business District Retailer's Occupation Tax, a Business District Service Occupation Tax, and a Business District Hotel Operator's Occupation Tax upon said Commercial District, all as authorized by the provisions of the Business District Development and Redevelopment Law (65 ILCS 5/11-74.3-1, *et seq.*) (the "Act"); and

**WHEREAS**, the Parties are entering into this Agreement pursuant to the authority granted by Section 3 of the Act (65 ILCS 5/11-74.3-3), with regard to the redevelopment of a certain property (the "Subject Property") located within the corporate boundaries of the Village and within the boundaries of the Commercial District (the "Project"); and

**WHEREAS**, the Subject Property is commonly known as 1503 IL-50, Bradley, IL 60914, presently bears the tax PIN: 17-09-16-100-038, and is legally described on Exhibit 1, attached hereto and fully incorporated herein; and

**WHEREAS**, the Project includes the renovation and conversion of an existing six-thousand three hundred square foot (6,300 sq. ft.) building, and the establishment of a restaurant, to be thereafter operated by the Developer on the Subject Property, all in substantial conformance with the site and building plans attached hereto as Group Exhibit 2 and fully incorporated herein; and

**WHEREAS**, the Parties acknowledge that the Project is consistent with the objectives and principles of the business district plan for the Commercial District, as adopted by the Village; and

**WHEREAS**, the Parties acknowledge that the Project will further the objectives of Commercial District and will stimulate the local economy and encourage job growth within the Village; and

**WHEREAS**, the Parties acknowledge that the purpose of this Agreement is to provide the Developer with incentives to complete the Project by committing Commercial District funds and tax revenues for the reimbursement of any "business district project costs," as that term is defined in Section 5 of the Act (65 ILCS 5/11-74.3-5) and used elsewhere throughout the Act, incurred by the Developer in connection with the Project, but only as set forth in this Agreement; and



**WHEREAS**, the Parties now wish to enter into this Agreement as set forth herein.

**NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, IT IS AGREED AS FOLLOWS:**

#### **SECTION 1 - INCORPORATION**

The preamble to this Agreement is hereby declared to be the finding of the Parties and said preamble, including without limitation any and all exhibits referred to therein, is hereby incorporated as if fully set forth in this Section.

#### **SECTION 2 - CONDITIONS PRECEDENT TO THE UNDERTAKINGS ON THE PART OF THE VILLAGE**

All undertakings on the part of the Village pursuant to this Agreement are explicitly made subject to the continuing satisfaction of the following conditions precedent by Developer:

- A. Developer shall fully redevelop the Subject Property and complete the Project to the Village's satisfaction and in substantial conformance with the site and building plans attached hereto as Group Exhibit 2 on or before **December 31, 2026** (the "Completion Deadline"). Project completion shall be deemed to have occurred on the date that the Village issues the Developer a certificate of occupancy for the Subject Property (the "Completion Date"). The Parties acknowledge and agree that the Developer's failure to complete the Project by the Completion Deadline as required by this provision is and shall constitute a material breach of this Agreement that would justify the termination of this Agreement by the Village, upon written notice, without any further recourse by the Developer. The Completion Deadline may not be extended except in a writing approved and executed by both Parties.
- B. Upon completion of the Project, the Developer shall commence and operate continuous business operations on the Subject Property, subject to delays caused by *force majeure*. Thereafter, any failure by Developer to continuously operate a restaurant business on the Subject Property that persists for a consecutive period of ninety (90) days during the term of this Agreement, excluding any such failure caused as a result of a casualty, condemnation, or remodeling, shall, at the election of the Village, result in the termination of this Agreement and the Village shall not be obligated to make any payments which are not then due or which have not been previously earned under the provisions hereof.
- C. Prior to any payment by the Village of any sums to Developer, as provided in this Agreement, Developer shall provide the Village with a limited power of attorney, addressed to and in a form satisfactory to the Illinois Department of Revenue ("IDOR"), authorizing IDOR to release to the Village all gross revenues and sales tax information submitted by Developer to IDOR in relation to the Subject Property and the Project. In the event that IDOR fails to provide the Village with the necessary tax information, Developer shall cause to be delivered to the Village, on a quarterly basis,

any and all Business District Retailers' Occupation Tax and Service Occupation Tax returns, if any, submitted by Developer to the IDOR, along with any and all other documents that detail the amount of business district taxes that Developer paid to IDOR with respect to the Subject Property and/or the Project. Failure on the part of the Developer to authorize IDOR to provide, or else to provide, the Village with all documents necessary to determine the amount of business district taxes paid by the Developer in connection with the Subject Property and the Project as required by this provision is and shall constitute grounds for the Village to suspend any and all performance otherwise required under this Agreement so long as said breach continues.

**SECTION 3 - UNDERTAKINGS ON THE PART OF THE VILLAGE UPON SATISFACTION OF ALL OF THE CONDITIONS HEREIN STATED**

A. Upon satisfaction by Developer of all the conditions as set forth in Section 2, above, the Village hereby undertakes to make the payments as set forth in Section 3.D, below.

B. For purposes of this Agreement, the following terms shall be construed to have the following meanings:

1. "Tax Allocation Fund" means the Bradley Commercial District Tax Allocation Fund established by the Village in Ordinance No. O-9-21-1.
2. "Sales Tax Revenues" means the aggregate sum of all Business District Retailers' Occupation Taxes and/or Business District Service Occupation Taxes paid by the Developer in connection with the Subject Property and the Project during the term of this Agreement and actually received by the Village. For the avoidance of doubt, the above-described taxes are only those taxes imposed upon the Commercial District in Ordinance No. O-9-21-1 and no others; moreover, "Sales Tax Revenues" shall not include any tax revenues generated on or by any property within the Commercial District other than the Subject Property, nor shall it include any tax revenues paid by any person or entity other than the Developer.
3. "Eligible Project Costs" means any and all costs actually incurred by the Developer in connection with the Project that constitute "business district project costs," as that term is defined in Section 5 of the Act (65 ILCS 5/11-74.3-5) and used elsewhere throughout the Act. For the avoidance of doubt, the Developer understands and acknowledges that it shall not be entitled to reimbursement for any costs except only to the extent that they qualify as "business district project costs" under the Act.
4. "Sales Tax Rebates" means the portion of Sales Tax Revenues rebated back to the Developer under this Agreement.

C. For the avoidance of doubt, the definition of "Sales Tax Revenues" shall not include, without limitation:

**Commented [A1]:** Paragraph 4 was an addition made by them we are in agreement with its addition

1. Any monies derived from any of those taxes imposed by the State of Illinois for distribution to the Village pursuant to (i) the Retailers' Occupation Tax Act (35 ILCS 120/1, *et seq.*), as amended, and (ii) the Service Occupation Tax Act (35 ILCS 115/1, *et seq.*), as amended; or
2. Any monies derived from any retailer's occupation or service occupation taxes that have been or may be imposed by the Village pursuant to the Non-Home Rule Municipal Retailers' Occupation Tax Act (65 ILCS 5/8-11-1.3), as amended, or the Non-Home Rule Municipal Service Occupation Tax Act (65 ILCS 5/8-11-1.4), as amended; or
3. Any monies derived from any home rule municipal retailers' occupation taxes or home rule service occupation taxes that the Village may impose in the future if the Village becomes a Home Rule unit of local government; or
4. Any other taxes imposed from time to time on the Developer, the Subject Property, and/or the Project, however described.

D. Upon completion of the Project to the Village's satisfaction and in substantial conformance with the site and building plans attached hereto as Group Exhibit 2 on or before the Completion Deadline, and subject to the requirement of continuous operation of the Developer's business on the Subject Property thereafter, the Village agrees to reimburse the Developer for Eligible Project Costs and share Sales Tax Revenues as follows:

1. The Village will rebate 100% of the Sales Tax Revenues actually received by the Village in each of the first ten (10) years following the Completion Date, up to a maximum aggregate total of two hundred and fifty thousand and 00/100 dollars (\$250,000.00). These payments represent the Sales Tax Rebates.

E. This Agreement and the Sales Tax Rebate provided for in Section 3.D(1), above, shall continue for (i) a period of ten (10) years following the Completion Date or (ii) until the Village has rebated a maximum aggregate total of two hundred fifty thousand and 00/100 dollars (\$250,000.00), inclusive of the reimbursement provide for in Section 3(D)(1), above, whichever occurs first (the "Termination Date"). Under no circumstances shall Developer be entitled to any sharing of Sales Tax Revenues in excess of this total maximum aggregate amount of two hundred fifty thousand and 00/100 dollars (\$250,000.00).

F. Following completion of the Project, the Developer shall not be entitled to receive any payment Sales Tax Revenues pursuant to Section 3.D, above, unless and until the Developer provides the Village with a request for payment that sufficiently establishes the total amount of Eligible Project Costs actually incurred by the Developer in connection with the Project. The Village will review and either accept or reject the request for payment, in writing, within thirty (30) after receipt and, in the event of rejection, shall set out the specific reasons therefore. In the event that the request for payment is rejected, the Developer shall be entitled to revise, supplement, and/or

resubmit the request as necessary to secure the Village's acceptance, and the Village agrees to cooperate with the Developer throughout of the approval process. The Developer understands that the payment application process set forth in this paragraph is necessary to ensure that the Commercial District funds to be paid to the Developer pursuant to this Agreement are used to reimburse Eligible Project Costs, as required by law. The Developer further understands and accepts that it shall not, under any circumstances, be entitled to the payment of any monies in excess of the total amount Eligible Project Costs incurred by it in connection with the Project.

- G. The payment of any and all shared Sales Tax Rebates to which Developer may be or become entitled shall be made within thirty (30) days of the actual receipt of said Sales Tax Revenues by the Village. All such shared Sales Tax Rebates shall be paid exclusively from the Sales Tax Revenues generated from sales by Developer in connection with its business operations on the Subject Property. The amount due to Developer hereunder shall not be a general obligation of the Village and the Village shall not have any obligation to pay any amounts to Developer except to the extent that the amounts are disbursements of Sales Tax Revenues actually received by the Village.
- H. Nothing in this Agreement is intended to constitute an express or implied covenant on the part of Developer to complete the Project or to thereafter to continuously operate any business on the Subject Property, whether itself or through the Developer, provided that if the Developer fails to complete the Project on or before the Completion Deadline or if, having timely completed the Project, the Developer thereafter ceases to operate the business thereupon for a continuous period of ninety (90) consecutive days, the Village shall be entitled, upon written notice to the Developer, to terminate this Agreement without any further recourse or entitlement by the Developer. For the avoidance of doubt, in the event that the Developer ceases to operate the business on the Subject Property after completing the project, the Village shall be entitled to terminate this Agreement and the Developer shall have *de facto* waived, forfeited, and released any further entitlement to any of the incentives otherwise available to it pursuant to this Agreement.
- I. During the term of this Agreement, the Village will cause to be created a separate line item for accounting purposes only to be known as the "Longhorn / RARE Rebate." The amount of all shared Sales Tax Revenues shall be accounted for in said line item.
- J. Any amounts paid into the Longhorn / RARE Rebate line item over and above the amount required to be paid to Developer hereunder may be transferred back to the Tax Allocation Fund by the Village without any restriction. Until such time as this Agreement terminates, the Village agrees that it will not take any action or omit to take any action that will affect the continued existence of the Longhorn / RARE Rebate line item or the availability of the Longhorn / RARE Rebate line item to pay Developer.

#### **SECTION 4 - REPRESENTATIONS AND WARRANTIES OF DEVELOPER**

- A. Developer hereby represents and warrants that the redevelopment of the Subject Property and completion of the Project requires reimbursement for Eligible Project Costs from the Village in order for it to be completed, and, but for the substantial

economic assistance to be given by the Village, as heretofore stated, the Project as contemplated would not be possible.

- B. Developer hereby represents and warrants that at all times it shall comply with all applicable ordinances, resolutions, codes, rules, regulations, guidelines and procedures of the Village and any other governmental entity, including all building and fire code regulations, governing the Subject Property and the Project.
- C. Developer represents and warrants that it shall comply with all of the terms, provisions, and conditions of this Agreement and it shall use its best efforts to avoid a default under this Agreement or of the financing and/or development of the Project.
- D. In the event that any sales tax returns which have been submitted to IDOR or the Village are amended, Developer, as appropriate, agrees to promptly forward a photocopy of such amended sales tax returns to the Village, clearly identifying them as an amendment of a sales tax return previously submitted to IDOR or the Village.

#### **SECTION 5 - AUDIT - RECONCILIATION**

Each payment of Shared Sales Tax Rebates by the Village to Developer shall be accompanied by a statement executed by the Village Finance Director or the Finance Director's designee, setting forth the calculations of such payment. The Village Finance Director or the Finance Director's designee shall further issue a statement to Developer setting forth all payments made to date to Developer. Developer shall have thirty (30) days following the receipt of said payment to contest any of the calculations or information contained in such statements. In the event that Developer shall initiate any such contest, it must be made by written notice to the Village. If such contest shows that the amount paid to Developer was incorrect, either the Village shall pay to Developer the balance of such amount within thirty (30) days of the completion of such contest, or the Village shall set off the amount of any overpayment against the next payment due hereunder, whichever is applicable.

#### **SECTION 6 - CONFIDENTIALITY**

The Village acknowledges and agrees that some of the information to be provided by the Developer may be provided subject to a claim that said information is proprietary and valuable information (the "Confidential Information"). The Village hereby agrees, to the extent permitted by state or federal law including, but not limited to, the Illinois Freedom of Information Act ("FOIA"), to hold all such Confidential Information in confidence. The Village shall not copy any such Confidential Information except (i) as necessary for dissemination to the Village's agents or employees who are reasonably deemed by the Village to have a need to know such information for purposes of this Agreement, provided that such agents and employees shall hold in confidence such information to the extent required of the Village hereunder; or (ii) to the extent required or permitted by order of court or by state or federal law. The confidentiality requirements of this Agreement shall survive any expiration, termination or cancellation of this Agreement and shall continue to bind the Village, its successors, assigns, and legal representatives for a period of two

(2) years from the termination, expiration or cancellation of this Agreement. The Village shall promptly notify the Developer of (i) any FOIA request for any of said Developer's Confidential Information, as well as (ii) the commencement of any legal action in regards thereto such that the Developer shall have a meaningful opportunity to object to the release of any such Confidential Information and to take such action as the Developer deems necessary in order to protect against the release of such Confidential Information. The Village shall, at the Developer's written request, deny any request for the release of such Confidential Information if lawfully authorized to do so based on a good-faith interpretation of existing law; provided, however, the Village shall have no obligation to take any legal action to defend against the release of any such Confidential Information. Any and all costs and attorney's fees incurred by the Village in responding to or denying any FOIA request, other legal process, and/or any other request for the Confidential Information that relates in any way to this Agreement at the Developer's written request, including without limitation any appeal, shall be the sole responsibility of the Developer and the Developer shall indemnify and hold the Village harmless from the same.

#### **SECTION 7 - DEFAULTS**

A. The occurrence of any of the following shall constitute a default under this Agreement:

1. Failure by the Developer to complete the Project on or before the Completion Deadline.
2. Failure to comply with any term, provision or condition of this Agreement within the times herein specified, except to the extent compliance is rendered impossible due to causes beyond the reasonable control of the party in default.
3. A representation or warranty of Developer contained herein is not true and correct; or
4. If Developer:
  - (i) Shall be unable, or admits in writing to its inability to pay its debts as they mature; or
  - (ii) Makes a general assignment for the benefit of its creditors concerning its debts as they mature; or
  - (iii) Is adjudicated bankrupt; or
  - (iv) Files a petition in bankruptcy or to affect a plan or other arrangement with creditors; or
  - (v) Files an answer to a creditor's petition admitting the material allegations thereof for an adjudication of bankruptcy or to affect a plan or other arrangement with creditors; or
  - (vi) Applies to a court for the appointment of a receiver for all or substantially all of its assets; or

- (vii) Has a receiver or similar official appointed for all or substantially all of its assets and such appointment shall not be discharged within sixty (60) days after his appointment or Developer has not bonded against such receivership or appointment; or
- (viii) Has a bankruptcy petition filed against it which remains undismissed for a period of sixty (60) consecutive days, unless the same has been bonded, provided that nothing in this Agreement shall be construed to prevent the assignment of Developer's rights herein for collateral purposes with the prior written permission of the Village, which permission will not be unreasonably withheld or denied; or
- (ix) Sells, transfers, or otherwise conveys the Subject Property; or
- (x) Ceases or fails to operate its business on the Subject Property, following completion and opening of the Project, for any period of ninety (90) consecutive days during the term of this Agreement.

B. In the event of the occurrence of a default, the non-defaulting Party shall provide the defaulting Party with written notice of such default and the defaulting Party shall have sixty (60) days to cure such default. Failure to timely cure shall permit the non-defaulting Party to terminate the Agreement upon written notice to the defaulting Party. In addition, failure to timely cure by Developer shall also relieve the Village of any and all of its obligations to pay Developer any amounts until such time as the default is cured (unless this Agreement is terminated by the Village). Nothing in this Section is intended or shall be deemed to limit the non-defaulting party's ability to take whatever other action, at law or in equity, as may appear necessary or desirable to enforce performance and observance of any obligation, undertaking, or covenant set forth in this Agreement. The sixty day cure period set forth in this paragraph shall not apply to any default based on the Developer's failure to complete the Project by the Completion Deadline.

C. In the case of any default by Developer on the sole basis that Developer has failed to provide a limited power of attorney to the IDOR as required by this Agreement, the Village's sole remedy shall be to withhold the any and all payments otherwise owed to Developer until the Village receives such power of attorney.

## **SECTION 8 – LIMITATION OF LIABILITY**

The Village's obligations under this Agreement are intended and shall be deemed to be a limited obligation of the Village that is payable solely and exclusively from the funds specified above (*i.e.* Sales Tax Revenues). Developer may not compel any exercise of taxing authority by the Village to make payments provided for hereunder. The provisions of this Agreement do not constitute an indebtedness of the Village or a loan of the credit of the Village within the meaning of any constitutional or statutory provision. Under no circumstances shall the Village be required to pay any monies to Developer from any source other than the Available Sales Tax Revenues, as the case may be.

## **SECTION 9 - BUDGET**

To the extent required by law, each year during the term of this Agreement, the Village agrees that it will appropriate funds as necessary to satisfy its obligations hereunder. Such appropriation shall be a part of the Village's annual appropriation or budget ordinance adopted in accordance with 65 ILCS 5/8-2-9 or as part of the Village's annual budget adopted in accordance with 65 ILCS 5/8-2-9.4, as the case may be. The Village shall make any appropriation necessary for the year that the Agreement is entered into by means of a supplemental appropriation under 65 ILCS 5/8-2-9 or by an amendment to the annual budget pursuant to 65 ILCS 5/8-2-9.6, as appropriate.

## **SECTION 10 - LITIGATION**

Neither the Village nor Developer, nor their respective successors and assigns, shall challenge the legality or enforcement of any recital, provision or covenant of this Agreement. In the event any other person or entity attempts to enjoin or otherwise challenge the validity of any recital, provision, or covenant of this Agreement, neither Party will take any position adverse to enforcement of the same. Developer, in its sole discretion, may petition to intervene in any action or proceeding that challenges the legality or enforceability of this Agreement, and thereafter may participate, at its sole cost, in the defense of any such claim. The Village, upon Developer's written request, agrees to vigorously defend this Agreement, provided that the Developer shall reimburse the Village for any of its costs and expenses (including reasonable attorneys' fees) incurred as a result of the Village defense of this Agreement upon Developer's request. In the event that Developer does not request that the Village defend this Agreement, the Village shall have no obligation to participate in the defense thereof and shall not be obligated to appear, answer, or file any pleadings whatsoever. In that event, Developer shall bear the risk of an adverse judgment and shall have no recourse against the Village.

In the event that the Developer files any lawsuit or institutes any proceeding, however described, seeking to challenge, void, or enjoin the operation of this Agreement or otherwise claiming any damages, however described, against the Village, the Developer hereby agrees to defend, indemnify, and hold harmless the Village against such action. Further, in the event that the Village incurs any costs whatsoever, including without limitation reasonable attorney's fees, in defense of any such claim, cause of action, or complaint made or filed by the Developer, the Developer agrees to reimburse the Village for all such costs and fees.

## **SECTION 11 - PREVAILING WAGE**

Developer understands, acknowledges, and agrees that the Sales Tax Revenues may be public funds and that this Agreement is subject to the requirements of the Illinois Prevailing Wage Act (820 ILCS 130/0.01-12, *et seq.*). Therefore, Developer covenants and agrees to pay, and to contractually obligate and cause any general contractor, contractors, and subcontractors to pay, the prevailing wage rate as ascertained by the Illinois Department of Labor (the "Department") for any public improvements included in the Project (including but not limited to any sewer and water utility improvements). If the Department revises such prevailing wage rates, the revised rates shall apply. Upon the Village's request, Developer shall provide the Village with copies of all contracts entered into by Developer with any applicable general contractor, contractor, or subcontractor to



evidence compliance with this Section. In the event that the Developer or any of its contractors, subcontractors, agents, or employees fails to comply with the Illinois Prevailing Wage Act, the Developer hereby agrees to defend, indemnify, and hold harmless the Village from any and all claims, penalties, fines, or other damages, however described, arising from said failure.

#### **SECTION 12 - LOCAL VENDORS AND CONTRACTORS**

Developer shall use good faith efforts to employ local vendors and contractors when economically feasible in the construction process and in the ongoing marketing and management of the Project. This includes advertising in local publications and media for available positions that are not filled by reassignment of existing employees and notifying the Village when Developer is seeking contractors or employees.

#### **SECTION 13 - GOVERNING LAW; CHOICE OF FORUM**

This Agreement is made under and by virtue of the laws of the state of Illinois and shall be construed, interpreted, and applied pursuant thereto without the application of any conflicts of laws principles. Further, the Parties, to the fullest extent permitted by law, hereby knowingly, intentionally, and voluntarily submit to the exclusive personal and subject-matter jurisdiction of the Circuit Court for the Twenty-First Judicial Circuit, Kankakee County, Illinois, over any suit, action or proceeding in any way related to or arising from this Agreement. Therefore, the Parties hereby knowingly, intentionally, and voluntarily waive and forfeit any and all rights that they have, or which they may later accrue, to file any motion challenging jurisdiction or venue in said circuit court, including but not limited to any motion styled as a motion forum *non conveniens*, as well as their right to remove any such action to any federal court. In the event of any litigation related to this Agreement, the Parties shall each be responsible for their own attorney's fees and costs of suit.

#### **SECTION 14 - AMENDMENTS**

This Agreement may be amended only by the mutual consent of the Parties, or their successors and assigns, by a written instrument specifically referencing this Agreement.

#### **SECTION 15 - NOTICES**

All notices, elections and other communications between the Parties shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, or delivered personally, to the Parties at the following addresses, or at such other addresses as the Parties may, by notice, designate:

If to the Village

Village President  
The Village of Bradley  
147 South Michigan Ave  
Bradley, Illinois 60915

With a copy to:

Jeffrey S. Taylor  
SPESIA & TAYLOR  
1415 Black Road

Joliet, Illinois 60435

And if to Developer

Marty Wilson  
Darden Restaurants  
1000 Darden Center Drive  
Orlando, Florida 32837

With a copy to:

Austin Arnold  
Ryan, LLC  
301 E. Pine Street, Suite 700  
Orlando, Florida 32801

Notices shall be deemed received on the fourth (4<sup>th</sup>) business day following deposit in the United States Mail, if given by certified mail as aforesaid, and upon receipt or refusal, if personally delivered.

#### **SECTION 16 - EFFECTIVE DATE**

This Agreement shall be effective on the first date set forth above.

#### **SECTION 17 - MUTUAL ASSISTANCE AND CONSENTS**

The Parties agree to do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms of this Agreement, including, without limitation, the enactment by the Village of such ordinances and resolutions and the taking of such other actions as may be necessary to enable the Parties' compliance with the terms and provisions of this Agreement. In the event that any Party to this Agreement is required to grant its consent or approval to the other Party to this Agreement in connection with any of the terms and provisions of this Agreement, such consent or approval shall not be unreasonably withheld.

#### **SECTION 18 - SEVERABILITY**

If any provision, covenant or portion of this Agreement is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement.

#### **SECTION 19 - ENTIRE AGREEMENT**

This Agreement supersedes all prior agreements, negotiations and exhibits and is a full integration of the entire agreement of the Parties.

#### **SECTION 20 - SUCCESSORS AND ASSIGNS**

The terms, covenants and conditions herein contained shall be binding upon and inure to the benefit of the Parties and their heirs, successors, transferees and assigns. Nothing contained

herein shall be deemed to create or impose any covenant or obligation running with or binding upon the land. Neither Developer nor the Village shall assign this Agreement or any rights hereunder to anyone except with the prior written consent of the other Party, provided Developer may assign this Agreement or its rights hereunder to (i) any entity controlling, controlled by, or under common control with Developer (a "Developer Affiliate") or (ii) in connection with a sale or disposal of the assets of Developer or a Developer Affiliate.

#### **SECTION 21 - FORCE MAJEURE**

Any obligation of a Party hereunder shall be extended by one day for every day that performance is delayed by unusual adverse weather conditions, strike, lockout, civil commotion, Act of God or any other cause beyond such Party's reasonable control.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the date and year first above written, and by so executing this Agreement, they mutually represent and warrant to one another that they have full power and authority to enter into this Agreement.

**THE VILLAGE OF BRADLEY**

Attest:

\_\_\_\_\_  
By: Michael Watson

Its: Village President

Date: \_\_\_\_\_

\_\_\_\_\_  
Julie Tambling, Village Clerk

**RARE Hospitality International, Inc.**

\_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

# **EXHIBIT 1**

## **Legal Description of the Subject Property**

Lot 2 Water Tower Plaza, being a Subdivision of part of the West Half of the Northwest Quarter of Section 16, Township 31 North, Range 12 East of the Third Principal Meridian, in Kankakee County, Illinois.

**Commonly known as:** 1503 IL-50, Bradley, IL 60914

**Street Address:** 1503 North State Route 50, Bourbonnais, IL 60914

**Property Index Number:** 17-09-16-100-038

# **GROUP EXHIBIT 2**

