

**SECOND AMENDED INCENTIVE AGREEMENT (PROPERTY TAX ABATEMENT)
FOR SUPERMERCADOS EL GUERO DE JOLIET, INC. AT 118 E. JACKSON ST.**

This Agreement (the "Second Amended Agreement") is made this ____ day of _____, 2026 (the "Effective Date"), by and between Supermercados El Guero De Joliet, Inc., an Illinois business corporation (the "Developer"), and the City of Joliet, a municipal corporation (the "City").

RECITALS

WHEREAS, the City of Joliet is a home rule unit of local government and Article VII, Section 6(a) of the Illinois Constitution of 1970 provides that, except as limited by said Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City of Joliet entered into a Property Tax Abatement Agreement ("Development Agreement") pursuant to Resolution No. 7362 approved on February 19, 2019, to redevelop 118 E. Jackson Street, a 55,000 square foot commercial space on 4.5 acres, legally described in Exhibit "A" (the "Property"), into a grocery store along with additional retail space for rent (the "Project"), in accordance with the Development Agreement and the zoning approvals to be granted by the City; and

WHEREAS, on May 2, 2023, the City Council adopted Ordinance No. 18497 approving Amendment #1 to the agreement, resetting the abatement schedule from tax years 2021–2025 to tax years 2024–2028 due to construction delays caused by the COVID-19 pandemic, including labor shortages and extended building material lead times; and

WHEREAS, as a result of these unforeseen delays, the Project received its first property tax abatement in tax year 2025, requiring the abatement schedule established under Amendment #1 to be revised to reflect a final five-year abatement period covering tax years 2025–2029; and

WHEREAS, the Developer has provided documentation demonstrating compliance with the terms of the original agreement, including redevelopment of the Property for retail use, with approximately 48,500 square feet occupied by a grocery store, and fulfillment of the requirement that at least 75% of construction labor be sourced locally from Will County and paid prevailing wages; and

WHEREAS, the Property qualifies for property tax abatement under 35 ILCS 200/18-165(a)(1)(C) as a commercial redevelopment project that expanded its facility and employment; and

WHEREAS, the Mayor and City Council hereby find and determine that approval of the Second Amended Property Tax Abatement Agreement, attached hereto, is in the best interest of the City of Joliet.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **PROPERTY TAX ABATEMENT SCHEDULE** Section 1 of the Development Agreement is amended to provide that the five-year, fifty percent (50%) property tax abatement shall apply to tax years 2025, 2026, 2027, 2028, and 2029.
2. **REPRESENTATIONS AND COVENANTS OF THE DEVELOPER** The Developer shall operate and maintain the Property with reasonable professional skill and in compliance with all applicable laws, including zoning, building, and health regulations. Contractors and subcontractors shall comply with all applicable federal, state, and local laws.
3. **DEFAULT AND TERMINATION** If either party fails to comply with any material term of this Second Amended Agreement, the non-defaulting party shall provide written notice and allow thirty (30) days to cure. If the Developer fails to cure, the City may terminate this Agreement and require repayment of any improperly received abatement benefits. If the City fails to implement the abatement as required, the Developer may terminate this Agreement and pursue available remedies.
4. **MISCELLANEOUS**
 - (a) Except as amended herein, the Development Agreement and First Amended Agreement remain in full force and effect. In the event of conflict, the terms of this Second Amended Agreement control.
 - (b) This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof. No modification is valid unless in writing and signed by both parties.
 - (c) This Agreement shall be governed by the laws of the State of Illinois. All actions relating to this Agreement shall be brought exclusively in Will County, Illinois.
 - (d) Failure to enforce any provision is not a waiver of rights.
 - (e) If any provision is held invalid, the remainder shall remain in full force and effect.
 - (f) Both parties have reviewed and revised this Agreement; therefore, no rule of construction against the drafter shall apply.

(g) This Agreement binds and benefits the parties and their successors and assigns; however, the Developer may not assign this Agreement without the prior written consent of the City.

(h) Time is of the essence.

(i) The obligations herein run with the land.

5. **EFFECTIVE DATE** This Second Amended Agreement shall take effect upon the Effective Date stated above.

SIGNATURES CITY OF JOLIET

A municipal corporation

SUPERMERCADOS EL GUERO DE JOLIET, INC., an Illinois corporation

By: _____
H. Elizabeth Beatty, City Manager

By: _____
Ricardo García, President

Date: _____

Date: _____

ATTEST:

By: _____
Lauren O'Hara, City Clerk

Date: _____