

**REDEVELOPMENT AGREEMENT BETWEEN HOMEWOOD
BREWING, LLC, 18255 DIXIE HIGHWAY, LLC
AND THE VILLAGE OF HOMEWOOD**

This Redevelopment Agreement is executed effective as of April 26, 2022 (the “Effective Date”) by the Village of Homewood, Cook County, Illinois, an Illinois municipal corporation (the “Village”) and Homewood Brewing, LLC, and 18255 Dixie Highway, LLC, Illinois limited liability companies (collectively referred to as the “Developer”). Capitalized terms used shall have the meaning ascribed in the Redevelopment Agreement unless expressly modified herein, or if the context thereof shall clearly indicate otherwise.

WITNESSETH:

In consideration of the Preliminary Statements, the mutual covenants herein contained and other good and valuable consideration, the sufficiency and receipt of which is acknowledged, the parties agree:

1. Preliminary Statements.

Among the matters of mutual inducement which have resulted in this Agreement are:

(a) The Village in 2020 established the Dixie Highway/Miller Court Tax Increment Financing Redevelopment Project Area (Dixie Hwy.-Miller Ct. TIF) to encourage commercial development.

(b) Developer and Village have entered into a Purchase and Sale Agreement, incorporated herein and attached as Exhibit A, for the purchase of the 1.05-acre village-owned parcel in the Dixie Hwy.-Miller Ct. TIF (the “Property”), described in the Purchase Agreement.

(c) Developer has proposed constructing a brewery and restaurant on the Property and improving adjacent municipally-owned property, (“the Project”).

(d) Developer has requested assistance from the Village to acquire the Property.

(e) Developer represents and warrants that the Project requires economic assistance to be given by the Village and the Project as contemplated would not be economically viable without such assistance.

(f) The Project will enhance the downtown area by returning the Property to the tax rolls, creating employment opportunities, and adding another dining option for downtown residents and patrons.

2. Village Authority.

The Project is within an area designated by the Village as a Tax Increment Redevelopment Project Area as authorized by Section 11-74-4.1 *et seq.* of the Illinois Municipal Code. (65 ILCS 5/11-74.4 *l et seq.*) Section 11-74.4-4 authorizes municipalities to contract with private agencies or persons to carry out a Redevelopment Plan.

3. Term of the Agreement.

The term of this Agreement shall commence on the day succeeding the date of execution first written above. This agreement shall expire when the Village has issued a final certificate of occupancy for the Project and all incentives have been paid to the Developer.

4. Conditions Precedent to the Village's Undertakings.

All undertakings by the Village under this Agreement are subject to satisfaction of these conditions by Developer:

(a) Developer shall have substantially completed the requirements of the Purchase and Sale Agreement for the timely acquisition, development and occupancy of the Property. It is understood that approvals from the Village Director of Public Works and any other necessary agency, board or commission of the Village as required in this agreement or the Purchase Agreement shall be given in their sole capacity as agents of a municipal corporation with discretion to approve all plans for development within the Village, and the Village shall not be deemed to have caused a default or have any liability for its failure to approve the final development plan, stages of development, or Final Completion of the Project.

(b) Developer shall construct the Project within 365 days from site acquisition. Upon mutual agreement by the parties, this time period may be extended.

(c) Before acceptance of the Final Completion of the Project by the Village, Developer shall have delivered to the Village an unaudited certified statement of all costs of the Project signed by an officer of the Company, with such other relevant cost certifications relating to the Project as the Village may reasonably request, such as proof of TIF reimbursable expenses and compliance with the Prevailing Wage Act for any public improvements made by the Developer in connection with the Project. Final Completion means the issuance by the Village of Homewood of a final occupancy permit for the building and improvements comprising the Project.

(d) Developer acknowledges that 65 ILCS 5/11-74.4-4 requires the Village to request alternate proposals or bids for the disposition of the Property. Village acknowledges

that it has complied with its requirements under 65 ILCS 5/11-74.4-4 and that no alternate bids were received by the Village.

5. Undertakings by the Village.

Upon satisfaction by Developer of all the conditions hereinabove stated by the dates set forth above, the Village undertakes to aid the Developer through cost reimbursements as follows:

(a) The Village agrees to sell the Property to the Developer for \$1 as provided in the Purchase and Sale Agreement.

(b) As authorized by the State of Illinois Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.1-1 *et seq.*, referred to as the "Act") and subject to this Agreement, the Village of Homewood agrees to reimburse the Developer for up to \$970,000.00 in costs eligible for reimbursement under the Act over a twenty (20) year period, payable solely from incremental tax revenues deposited in the Dixie Hwy.-Miller Ct. TIF special tax allocation fund. Reimbursements to the Developer under this agreement do not constitute general obligations of the Village of Homewood. The costs to be reimbursed to the Developer are listed in Exhibit B.

6. Undertakings on the Part of Developer.

(a) Developer shall obtain Final Completion of the Project within 365 days, subject to any mutually agreed upon extensions, following site acquisition in substantial accordance with the Cost Estimates, plans and specifications approved by the Village, and all ordinances, rules and regulations of the Village and of other regulatory agencies from which approval must be obtained.

(b) Promptly upon completing the Project, Developer shall request a certificate from the Village certifying that Developer has completed the Project in conformance with the Cost Estimates (the "Certificate of Completion"), and the Village shall not unreasonably withhold or delay issuance of such Certificate of Completion. Denial of such Certificate of Completion by the Village shall be made within ninety (90) days from receipt of Developer's request for certification, and it shall include the specific elements of completion required for such certificate to be issued. Developer shall have sixty (60) days or such reasonable time to comply with the terms of the denial and to issue a new request for certification. With the request for a Certificate of Completion, Developer shall provide an affidavit that the Project has been completed free from any mechanics liens, and shall, at the request of the Village, provide final lien waivers for of all the work. Should the Developer contest and not settle any mechanics liens on the Property at the time of the request for a Certificate of Completion, Developer may deposit with its title insurance company such amount of money required by the title company to

provide a title indemnity policy insuring against the collection of such liens and/or encumbrances, or it may provide to the title company a third party bond insuring the title company against collection of such liens and/or encumbrances. A copy of such title insurance policy in the full amount of the contract work shall be evidence of the insurance over such liens and/or encumbrances, and such liens shall not preclude the issuance of the Certificate of Completion. In addition to, but not in lieu of the foregoing, Developer acknowledges that it must comply with Village codes and ordinances regarding issuing building and occupancy permits.

(c) Developer recognizes and agrees that the Village has sole (but not arbitrary) discretion regarding all Village approvals and permits relating to the Project, and reasonable failure by the Village to grant any required approval or issue any required permit shall not be deemed a default by the Village under this Agreement or cause any claim against or liability to the Village under this Agreement.

(d) Developer covenants and agrees to make all of its records relevant to the Village's determination of Project construction costs available to the Village for inspection and copying during regular business hours. The Village will attempt to maintain the confidentiality of any information identified by Developer as proprietary, privileged, or confidential, provided Developer certifies that disclosure of the commercial or financial information would cause competitive harm to the Developer. If the Village receives a request for disclosure of such information under the Illinois Freedom of Information Act, the Village shall notify Developer providing a copy of the request to Developer, and Developer shall have five (5) business days to notify the Village in writing that it consents or refuses to consent to release of the information. If Developer refuses or fails to consent to disclosing such proprietary information within five (5) business days, the Village may refuse to disclose the information requested, and if because of such refusal, litigation is filed against the Village under the Illinois Freedom of Information Act or similar statute relating to the Village's failure to disclose such information, Developer shall indemnify and hold the Village harmless regarding any attorney's fees or costs or judgments imposed on or incurred by the Village in connection with such action. Developer acknowledges that the Village must comply with any court order requiring the release of any confidential or proprietary information and that the Village has no obligation to appeal such court order.

(e) During construction of the Project, Developer shall maintain worker's compensation insurance and liability insurance in amounts and with companies licensed or authorized to do business in Illinois and shall cause the Village, its elected public officials, officers, agents and employees to be named as additional insureds on such liability policy or policies for any claims made against the Village because of this Agreement for personal injury, wrongful death, or property damage. A certificate of insurance verifying such coverage shall be furnished to the Village before the issuance of any construction permit. Developer shall indemnify, save, and hold harmless the

Village, its elected officials, agents, and employees from and against any damage, liability, loss or deficiency (including, without limitation, reasonable attorney's fees and other costs) incident to any suit, demand, claim or liability regarding the Village's participation in this Agreement.

(f) At or before execution of this Agreement, Developer shall furnish proof of financing in the form of a letter of commitment acceptable to Village from a financial institution along with evidence of the equity required for the necessary funding to complete the Project. Alternatively, the Developer shall have the option to pay cash for the development of the Project. In this instance, the Developer represents to the Village that it has sufficient funds available to satisfy the terms of this Agreement. The Developer agrees to verify the above representation upon the reasonable request of the Village and to authorize the disclosure of such financial information to the Village that may be reasonably necessary to prove the availability of sufficient funds to complete construction of the Project.

(g) The following shall only apply to improvements made by the Developer to municipally-owned property: The Developer shall contract separately for improvements to municipally-owned property such as curb, gutter and paving work on Miller Court. Every contract and subcontract shall include the language in Exhibit C. In addition, Developer shall provide the Village with at least three bids for such work. Reimbursement by the Village shall be limited to the amount bid by the lowest responsible bidder.

(h) At closing on the Purchase and Sale Agreement, the Developer shall execute a Reverter Deed substantially similar to Exhibit D to reconvey the Property to the Village if the Developer is in default under this Agreement and fails to cure the default within the cure period provided in this Agreement. The reverter deed shall be held by a mutually-agreeable escrowee.

7. Representations and Warranties of Developer.

(a) Developer represents and warrants that the Project requires economic assistance from the Village to complete the development of the Project substantially in accordance with the Cost Estimates, and, but for the economic assistance to be given by the Village, as heretofore stated, the Project as contemplated would not be economically viable.

(b) Developer represents and warrants that the Project shall be constructed and completed at a cost no less than the Cost Estimates, subject to Developer's right to obtain cost savings during construction, and Developer shall make no reduction therein without the reasonable approval of the Village.

(c) Developer represents and warrants that it shall comply with all laws, rules and regulations of the Village of Homewood, State of Illinois, County of Cook and the United States and all agencies thereof applicable to the Project.

(d) Developer represents and warrants that the approximate cost of the Project (excluding interest payments) shall not be less than \$6,000,000.

(e) Developer represents and warrants that it shall pay all taxes, assessments, water charges, sewer charges and the like on the Project when the same are due and before any penalty attaches and shall provide the Village, or any agency designated by the Village, with paid receipts or other acceptable evidence of payment thereof. Notwithstanding the foregoing, the Developer may, except as otherwise provided in this Agreement, in good faith and with reasonable diligence, contest the validity or amount of any such taxes, assessments or charges, provided that, during any such contest, the enforcement of the lien of such taxes, assessments or charges is stayed.

8. Defaults.

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

(a) A default of any material term, condition or provision, contained in any agreement or document relating to the Project (other than this Agreement), and failing to cure such default within the time and manner as provided in any such agreement or document, provided such default has a material impact on the Project.

(b) Failure to comply with any material term, provision or condition within the times herein specified, provided however, that such time limit may be extended by either Party if the defaulting Party is diligently attempting to comply.

(c) If a representation or warranty of Developer contained herein is not true and correct for ninety (90) days after written notice to Developer by the Village.

(d) Developer shall: (i) become insolvent; and (ii) be unable, or admits in writing its inability to pay, its debts as they mature; or (iii) make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its or their property; or (iv) be adjudicated a bankrupt; or (v) file a petition in bankruptcy or to effect a plan or other arrangement with creditors; or (vi) file an answer to a creditor's petition (admitting the material allegations thereof) for an adjudication of bankruptcy or to effect a plan or other arrangement with creditors; or (vii) apply to a court to appoint a receiver for the Property; or (viii) have a receiver or similar official appointed for any of its assets, or, if such receiver or similar official is appointed without the consent of Developer 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 (ix) a petition described in (v) is filed against Developer

and remains undismissed for sixty (60) consecutive days, unless the same has been bonded.

Upon an occurrence of a default by either Party under this Agreement or the Purchase Agreement, the non-defaulting Party shall be relieved of any of its obligations arising under this Agreement and such obligations shall be immediately canceled and with no force or effect. After an uncured default, the non-defaulting Party may exercise remedies available to it under the terms of this Agreement. The remedies shall include, but are not limited to, revoking the site plan and building permits, authorizing the Escrowee to execute the reverter deed for re-acquisition of the Property, or taking whatever action at law or in equity as may appear necessary or desirable to enforce performance of this Agreement. Provided, however, the Village shall be required to perform its obligations under paragraph 5 if Developer has substantially performed its obligations.

9. Notices.

All notices and requests required under this Agreement shall be sent by personal delivery or Certified Mail as follows:

To the Village:

Village Manager
Village of Homewood
2020 Chestnut Road
Homewood, Illinois 60430

To the Developer:

Carmela Wallace
18255 Dixie Highway, LLC
6679 Lee Ct.
Burr Ridge, IL 60527

With Copy to:

Christopher J. Cummings
Christopher J. Cummings, P.C.
2024 Hickory Road, Suite 205
Homewood, Illinois 60430

With Copy to:

Kristen L. Gorenberg, Esq.
Ruben & Goldberg, LLC
3000 Dundee Road, Suite. 305
Northbrook, IL 60062

or at such other addresses as the parties may indicate in writing to the other either by personal delivery or by Certified Mail, return receipt requested, with proof of delivery.

10. Law Governing.

This Agreement shall be construed and enforced under the laws of the State of Illinois.

11. Assignment or Transfer of Property.

(a) Subject to the terms hereof and of the Real Estate Purchase and Sale Agreement, Developer represents and warrants it will not sell or otherwise convey its contract interest or its title to the Property to be acquired by Developer or transfer or assign or approve any transfer or assignment of any beneficial interest in the Property other than to an affiliated entity or to the purchaser of all interest of the Developer, until Final Completion of the Project.

(b) Upon transferring title in the Subject Property, the obligations of Developer under this Agreement may be modified as defined in Section 12.(b) below.

(c) Upon execution of this Agreement, the parties shall also execute a Memorandum of Agreement in the form attached as Exhibit E to this Agreement. Village shall record that Memorandum of Agreement upon transfer of title to Developer or Developer's nominee under the Purchase Agreement between Village and Developer. Upon Developer's compliance with its transfer obligations under this Agreement, Village shall release the Memorandum of Agreement.

12. Continuity of Obligations.

(a) Developer acknowledges that the Village has entered into this Agreement in reliance on the Developer's representation that Developer will construct the Project and pay real estate taxes on the Subject Property for the term of this Agreement. Developer restates that representation. Developer's obligations under this Agreement shall constitute covenants running with the land. This covenant shall be released upon the termination of this Agreement or upon agreement of the parties.

(b) Any transfer or assignment of all or any interest in the Property by Developer (including the beneficial interest under a land trust) after Final Completion and occupancy shall be submitted to the Village for its reasonable approval. Provided, however, no Village approval shall be required for transfer to the Property to an affiliate or subsidiary of Developer or to any entity controlling, controlled by or under common control with Developer. In evaluating any requests by Developer to transfer any interest in the Property, Village may require Developer to provide to Village evidence that the proposed transferee is a "going concern" and sufficient evidence of creditworthiness so Village may determine whether such transferee could fulfill the remaining obligations undertaken by Developer in this Agreement. Such obligations include, but are not limited to, operation and maintenance of the Project. Such transferee shall provide to Village any other documentation reasonably required by Village to demonstrate financial responsibility. Such transferee shall state its acceptance, in writing, of the terms of this Agreement as a covenant running with the land. If the Village determines that the proposed transferee can fulfill the remaining obligations undertaken by the Developer, the Village shall be required to consent to the transfer. If the Village

consents to a transfer and the proposed transferee has accepted the terms of this Agreement as a covenant running with the land, Developer shall be relieved of any further obligations under this Agreement.

(c) Developer's obligations under this Agreement include payment when due of all real estate taxes assessed against the Property and maintaining an ongoing business concern on the Property.

13. Time.

Time is of the essence under this Agreement. All time limits set forth are mandatory and cannot be waived except by a lawfully authorized and executed written waiver by the party excusing such timely performance; provided, if the time for giving of any notice or the performance of any obligation or cure shall expire on a Saturday, Sunday or legal holiday, such time shall be extended to the end of the next regular business day.

14. Binding Effect.

This Agreement shall inure to the benefit of and shall be binding upon the Village and Developer and their respective successors and assigns.

15. Limitation of Liability and Indemnification.

(a) No recourse under or upon any obligation, covenant or provision of this Agreement or for any claim based thereon or otherwise in respect thereof shall be had against the Village, its officers, agents and employees, in any amount in excess of the obligations of the Village under this Agreement, or in excess of any specific sum agreed by the Village to be paid to Developer, subject to the terms herein, and no liability, right or claim at law or in equity shall attach to or shall be incurred by the Village, its officers, agents and employees in excess of such amounts and all and any such rights or claims of Developer against the Village, its officers, agents and employees for amounts in excess of such Village obligations are expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village.

(b) Developer agrees to indemnify, defend and hold the Village harmless from and against any losses, costs, damages reasonable, liabilities, claims, suits, actions, causes of action and expenses (including reasonable attorneys' fees and court costs) suffered or incurred by the Village arising from or in connection with (i) the failure of Developer to perform its obligations under this Agreement, or (ii) material misrepresentations or omissions in this Agreement, the Project development plan or any financing documents related thereto which result from information supplied or omitted by the Developer or by agents, employees, contractors, or persons acting under the control or at the request of the Developer, or (iii) the failure of Developer to cure any misrepresentations or

omissions in this Agreement or any other agreement relating hereto, or (iv) any claim or cause of action for injury or damage to persons or property brought by third parties arising out of the construction or operation of the Project by Developer.

16. Reimbursement for Legal Fees and Expenses.

In the event either Party institutes legal proceedings against the other Party relating to a default under this Agreement and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in its judgment all expenses of such legal proceedings incurred by the prevailing party, including court costs, reasonable attorneys' fees, and witness fees in connection therewith.

17. Force Majeure.

In case by reason of "Force Majeure" either party is unable wholly or in part to carry out its obligation under this Agreement, then if such party gives written notice, including the full particulars of such "Force Majeure" to the other party within a reasonable time after occurrence of the cause relied on, the obligation of the party giving such notice, so far as it is affected by such "Force Majeure" shall be suspended during the continuance of the inability, but for no longer period, and such party shall endeavor to remove such inability with all reasonable dispatch. The term "Force Majeure" as used herein means but shall not be limited to: Acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States, or the State of Illinois or any civil or military authority, insurrections, riots, epidemics, pandemics, landslides, lightning, earthquake, fire, hurricanes, tornadoes, storms, floods, washouts, droughts, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals and frozen ground or other winter weather which prevents the excavation and completion of footings and foundation. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty but that the above requirement that any "Force Majeure" shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable to it in the judgment of the party having the difficulty.

18. No Waiver or Relinquishment of Right to Enforce Agreement.

Failure of any party to this Agreement to insist upon the 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 right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force.

19. Village Approval or Direction.

Where Village approval or direction is required by this Agreement, such approval or direction means the approval or direction of the Corporate Authorities of the Village unless otherwise expressly provided or required by law, and any such approval may be required to be given only after and if all requirements for granting such approval have been met unless such requirements are inconsistent with this Agreement.

20. Section Headings and Subheadings.

All section headings or other headings in this Agreement are for general aid of the reader and shall not limit the plain meaning or application of the provisions thereunder whether covered or relevant to such heading or not.

21. Authorization to Execute.

The officers of Developer who have executed this Agreement warrant they respectively have been lawfully authorized by the Developer to execute this Agreement on behalf of Developer. The President and Clerk of the Village warrant that the Village Board of the Village have lawfully authorized them to execute this Agreement. Developer and Village shall deliver, upon request to each other, copies of all articles of incorporation, bylaws, minutes and other evidence of the authority to so execute this Agreement on behalf of the respective parties.

22. Amendment.

This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between Developer and the Village relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties unless authorized under law and reduced to writing and signed by them.

23. Curing Default.

If any default under or violation of this Agreement, the party not in default or violation shall serve written notice upon the party or parties in default or violation, which notice shall be in writing and shall specify the particular violation or default. The parties shall use their best efforts to cure any violation of this Agreement or default by any of them within ninety (90) days from written notice of such default. Should the default continue throughout the ninety (90) day cure period, and the defaulting party has provided no evidence of a good faith effort to correct such default, then the Agreement shall be

terminated, and the offending party shall be in default, and the non-defaulting Party may revoke the site plan and building permits, authorize the Escrowee to execute the reverter deed for re-acquisition of the Property, or take action at law or equity to enforce performance of the Agreement.. Should the defaulting party provide sufficient evidence of a good faith effort to correct the default within the initial ninety (90) day cure period, then the cure period shall be extended for a period not to exceed ninety (90) days or such reasonable time to cure said default, whichever is greater. If such default is so cured to the reasonable satisfaction of the parties within the cure period not exceeding ninety (90) days, all the terms of this Agreement shall remain in full force. Any obligation of the Village to make payments during any default period shall be stayed. Any period of default shall not extend the time limits set forth for payments.

24. Conflict Between the Text and Exhibits.

If a conflict in the provisions of the text of this Agreement and the exhibits attached hereto, the text of the Agreement shall control.

25. Severability.

If any provision of this Agreement is held invalid by a court of competent jurisdiction or in the event such a court shall determine that the Village does not have the power to perform any such provision, such provision shall be deemed excised here from and the invalidity thereof shall affect none of the other provisions contained herein, and such judgment or decree shall relieve Village from performance under such invalid provision of this Agreement; provided, however, if the judgment or decree relieves the Village of its obligations under paragraph 5, then Developer will be relieved of its obligations.

26. Expiration and Termination.

The Agreement shall terminate upon its expiration or upon a default not otherwise cured if a default by one party occurs, the other party may also terminate this Agreement by giving written notice of termination to the other party based upon that party's failure to cure the default as herein provided.

27. Recording of Agreement.

This Agreement may be recorded with the Cook County Clerk-Recording Division, at the Developer's expense.

28. Execution of Agreement and Counterparts.

This Agreement shall be signed last by the Village and the President of the Village shall affix the date on which he signs this Agreement on page 1 which date shall be the

effective date of this Agreement. This Agreement may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement is entered into as of the date and year first above written.

Village of Homewood
an Illinois municipal corporation

Homewood Brewing, LLC,
an Illinois limited liability company

By: _____
Village President

By: _____
Its: _____

Attest:

Village Clerk

Attest:

By: _____
Its: _____

18255 Dixie Highway, LLC,
an Illinois limited liability company

By: _____
Its: _____

Attest:

By: _____
Its: _____

Exhibit A - Purchase and Sale Agreement

Exhibit B - TIF Reimbursable Costs

Construction of public improvements to Miller Court such as curb, gutter, sidewalks, and paving.

Relocation of electric power lines underground and other utility services to accommodate redevelopment of the Property.

Exhibit C - Prevailing Wage Act Contractual Language

This contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

Exhibit D - Reverter Deed

REVERTER QUITCLAIM DEED

The Grantor, **18255 Dixie Highway LLC**, and Illinois limited liability company, for and in consideration of Ten and no/100 DOLLARS, and other good and valuable considerations in hand paid, and under authority given by its board of directors, CONVEYS and QUITCLAIMS to **the Village of Homewood**, a municipal corporation, Homewood, Cook County, Illinois, all interest in the following real estate in Cook County, Illinois:

Parcel 1: Lot 2, 3 and 4 in the resubdivision of Lot 6 in the County Clerk's Division of the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 31, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: The East 99 feet of Lot 1 in the subdivision of Lot 6 in the County Clerk's Division of the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 31, Township 36 North, Range 14, East of the Third Principal Meridian, according to the Plat thereof recorded October 21, 1927 as document 9816722, in Book 253 of Plats, Page 2; also the East 99 feet of that part of the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 31 bounded and described as follows: Beginning at the Northeast corner of Lot 1 in the South of Lot 6 aforesaid; thence West along the North line of said Lot 1, 297 feet to the East line of Dixie Highway; thence North along said East line of Dixie Highway, 27.07 feet; thence East parallel with the North line of Lot 1 aforesaid, 297 feet; thence South parallel with the West line of the Southeast $\frac{1}{4}$ of said Section 31, 27.07 feet to the point of beginning, in Cook County, Illinois.

Parcel 3: The East 99 feet of the North 53.93 feet of the South 81 feet of that part of the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 31, Township 36 North, Range 14, East of the Third Principal Meridian, bounded and described as follows: Beginning at the Northeast corner of Lot 1 in the subdivision of Lot 6 in the County Clerk's Division of the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of said Section, according to the Plat thereof recorded October 21, 1927, as document 9816722, in Book 253 of Plats, Page 2; thence West along the North line of said Lot 1, 297 feet to the East line of Dixie Highway; thence North along said East line of Dixie Highway, 346 feet; thence East parallel with the North line

of Lot 1 aforesaid, 297 feet; thence South parallel with the West line of the Southwest $\frac{1}{4}$ of said Section, 346 feet to the place of beginning in Cook County, Illinois.
Permanent Index Number(s): 29-31-409-037-0000, 29-31-409-038-0000,
29-31-409-010-0000, 29-31-409-041-0000, 29-31-409-072-0000

Address of Real Estate: 18225 Dixie Highway, Homewood, Illinois 60430

Subject to:

1. General taxes not yet due.
2. Building and zoning laws and ordinances.
3. Other covenants, conditions and restrictions of record, which do not affect merchantability of title, or permitted uses under existing building codes and zoning laws and ordinances.
4. Public and utility easements, roads, highways and roadway easements, if any, provided said easements, roads, highways, and roadway easements are shown on the survey of the Property.
5. Rights-of-way of drainage tiles, ditches, laterals and feeders, provided, same are shown on the survey of the Property.
6. Easements, setback lines and other matters shown on the plat of consolidation.

Dated this _____ day of _____, 2022.

IN WITNESS WHEREOF, said Grantor has caused its official corporate seal to be affixed, and has caused its name to be signed to these presents by _____, its _____, and attested by _____, its _____, this ____ day of _____, 2022.

18255 Dixie Highway LLC

By: _____
Printed Name: _____ Title: _____

Attest: _____
Printed Name: _____ Title: _____

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, DO HEREBY CERTIFY that _____, personally known to me to be the _____ of **18255 Dixie Highway LLC** and _____, personally known to me to be the _____ of said Illinois limited liability company and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and severally acknowledged that as _____ and _____ of said company, they signed this instrument under authority given by the members and managers of said limited liability company as their free and voluntary act, and as their free and voluntary act, and the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and seal, on _____, 2022.

NOTARY PUBLIC

This instrument was prepared by: Christopher J. Cummings, Village Attorney, Village of Homewood, 2024 Hickory Rd., Suite 205, Homewood IL 60430.

Mail Recorded Deed to: _____ Send subsequent tax bills to: _____

Exhibit E - Memorandum of Agreement

MEMORANDUM OF AGREEMENT

On _____, 2022, the VILLAGE OF HOMEWOOD, Cook County, Illinois (“VILLAGE”), 18255 Dixie Highway, LLC and Homewood Brewing, LLC , Illinois limited liability companies (collectively referred to as the “DEVELOPER”), entered into a Redevelopment Agreement covering the property described in Exhibit A to this Memorandum.

Permanent index numbers:	29-31-409-037-0000
	29-31-409-038-0000
	29-31-409-010-0000
	29-31-409-041-0000
	29-31-409-072-0000

Address of Real Estate: 18225 Dixie Highway, Homewood, Illinois 60430

The Redevelopment Agreement provided for transfer of the said property from VILLAGE to DEVELOPER, construction of improvements by DEVELOPER on the property, and reimbursement of TIF eligible expenses to the DEVELOPER by the VILLAGE. See the Agreement for specific details.

Developer

18255 Dixie Highway, LLC

By: _____

Name: Carmela Wallace

Title: Manager _____

Date: _____

Seller

Village of Homewood

By: _____

Richard A. Hofeld

Village President

Date: _____

Homewood Brewing, LLC

By: _____

Name:

Title: Manager _____

Date: _____

This document prepared by and return to: Christopher J. Cummings, Christopher J. Cummings, P.C., 2024 Hickory Rd., Suite 205, Homewood IL 60430.

EXHIBIT A to Memorandum of Agreement

Legal Description of Property

Parcel 1: Lot 2, 3 and 4 in the resubdivision of Lot 6 in the County Clerk's Division of the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 31, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: The East 99 feet of Lot 1 in the subdivision of Lot 6 in the County Clerk's Division of the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 31, Township 36 North, Range 14, East of the Third Principal Meridian, according to the Plat thereof recorded October 21, 1927 as document 9816722, in Book 253 of Plats, Page 2; also the East 99 feet of that part of the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 31 bounded and described as follows: Beginning at the Northeast corner of Lot 1 in the South of Lot 6 aforesaid; thence West along the North line of said Lot 1, 297 feet to the East line of Dixie Highway; thence North along said East line of Dixie Highway, 27.07 feet; thence East parallel with the North line of Lot 1 aforesaid, 297 feet; thence South parallel with the West line of the Southeast $\frac{1}{4}$ of said Section 31, 27.07 feet to the point of beginning, in Cook County, Illinois.

Parcel 3: The East 99 feet of the North 53.93 feet of the South 81 feet of that part of the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 31, Township 36 North, Range 14, East of the Third Principal Meridian, bounded and described as follows: Beginning at the Northeast corner of Lot 1 in the subdivision of Lot 6 in the County Clerk's Division of the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of said Section, according to the Plat thereof recorded October 21, 1927, as document 9816722, in Book 253 of Plats, Page 2; thence West along the North line of said Lot 1, 297 feet to the East line of Dixie Highway; thence North along said East line of Dixie Highway, 346 feet; thence East parallel with the North line of Lot 1 aforesaid, 297 feet; thence South parallel with the West line of the Southwest $\frac{1}{4}$ of said Section, 346 feet to the place of beginning in Cook County, Illinois.

Property Index Numbers:

29-31-409-037-0000

29-31-409-038-0000

29-31-409-010-0000

29-31-409-041-0000

29-31-409-072-0000

Common address: 18225 Dixie Highway, Homewood, Illinois