

Terms of the Letter of Intent

Village Hall 2020 Chestnut Road Homewood, IL 60430 Phone 708-798-3000

Fax 708-798-4680

 Village Manager's Office

 Phone
 708-206-3377

 Fax
 708-206-3496

Community Development and Building Department Phone 708-206-3385 Fax 708-206-3947

Finance Department
Phone 708-798-3000
Fax 708-798-4680

Fire Department
17950 Dixie Highway
Homewood, IL 60430
Phone 708-206-3400
Fax 708-206-3498

Police Department 17950 Dixie Highway Homewood, IL 60430 Phone 708-206-3420 Fax 708-206-3497

Public Works Department 17755 Ashland Avenue Homewood, IL 60430 Phone 708-206-3470 Fax 708-206-3499 1. Purchaser: Rabid Ground LLC or nominee

2. Seller: Village of Homewood

3. **Property:** Property commonly known as

3003-3025 183rd Street, Homewood

PIN: 31-01-115-001-0000

4. **Project Redevelopment:** The Purchaser shall purchase and renovate the Property with

one or more of the acceptable uses listed in Zoning Ordinance

5. Purchase Price: TBD

6. **Redevelopment** Seller and Purchaser shall, within 90 days of the execution of **Agreement:** this Letter of Intent, enter into a tax increment financing

("TIF") redevelopment agreement (the "RDA") for the sale and redevelopment of the Property. The agreement also will require the Developer to provide the Village at closing a reverter deed reconveying the Subject Property to the Village if the Developer fails to redevelop the Subject Property as

agreed.

7. Closing Date: By , 2024, Seller shall convey the Property to Purchaser.

8. Earnest Money: \$1.00

9. Expense Reimbursement: If Purchaser elects to proceed with acquisition of the Property

and enter into an RDA, the Seller agrees to provide for reimbursement of the Purchaser's TIF eligible expenses incurred before Purchaser's acquisition of the Property.

10. Environmental Inspection: Simultaneous with execution of this Letter of Intent, Seller

shall deliver to Purchaser any environmental reports or assessments of the Property in Seller's possession. Purchaser, and its agents and contractors, shall be permitted to enter onto the Property to conduct inspections, soil tests, and/or surveys at Purchaser's expense. Any entry by Purchaser and/or its agents and/or contractors shall be at the sole risk of Purchaser and/or its agents and/or contractors, and in no case shall Seller be liable to Purchaser and/or its agents and/or contractors for any damages, claims, or liabilities arising from

such entry.



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Purchaser shall, relative to the Property, within ninety (90) days after execution of this Letter of Intent, review title, relevant recorded documents, available surveys, site plans and environmental reports to determine if the Property is suitable for Purchaser's intended use, and shall advise the Seller, within the ninety (90) day period, if Purchaser wishes to proceed with acquiring the Property and enter into the RDA. If the Purchaser fails to so notify the Seller, it shall be presumed that the Purchaser has decided not to proceed with the purchase and redevelopment of the Property.

12. Title and Survey:

Seller shall order and present to Purchaser a title report from an Illinois-licensed title insurance company and shall obtain an ALTA ACSM Land Title Survey at Seller's sole cost within ninety (90) days after execution of this Letter of Intent.

The undersigned acknowledges that the contemplated transaction must be approved by the Homewood Village Board and the execution of the RDA, which RDA shall contain, among others, those terms set forth above. The Village Board is expected to consider this Letter of Intent at its February 13, 2024 meeting. The Purchaser and Seller acknowledge that any future redevelopment agreement is subject to final approval by the Homewood Village Board and the Purchaser.

Approved on $\frac{2/7}{}$ 2024

Purchaser: Rabid Ground LLC, an Illinois limited liability company

Name: Racyc Rosako ts: Manage

Approved on _______ 2024 Seller:

VILLAGE OF HOMEWOOD

By: _____ Name: Richard A. Hofeld

Its: Village President