

**FIRST AMENDMENT TO THE REDEVELOPMENT AGREEMENT  
BETWEEN CIG 2020 HOMEWOOD LLC, AND THE VILLAGE OF  
HOMEWOOD, ORIGINALLY APPROVED OCTOBER 22, 2024**

WHEREAS, the Village of Homewood (the “Village”) and CIG 2020 HOMEWOOD LLC, an Illinois limited liability company (the “Developer”) entered into a redevelopment agreement (the “Agreement”) on October 22, 2024, to facilitate development of a restaurant (the “Project”) in the Village’s Downtown TOD Tax Increment Financing District; and

WHEREAS, during construction of the Project, the Developer discovered and was required to repair a common sanitary sewer line under the building that serves the Project site and buildings west of the development; and

WHEREAS, the cost to repair and re-line the common sewer line was not anticipated when the RDA was approved; and

WHEREAS, rehabilitation of existing buildings and infrastructure repairs are eligible for reimbursement under the TIF Act; and

WHEREAS, the Developer has requested reimbursement for this unanticipated expense; and

WHEREAS, the President and Board of Trustees find it is in the Village’s best interest to reimburse these costs to maintain the Project’s financial viability and to ensure continued access to the common sanitary sewer line by adjacent properties.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the parties agree:

## **Section One – Amendments to the Redevelopment Agreement:**

A. Paragraph 4 (Undertakings by the Village) of the redevelopment agreement is amended by adding the following language:

4. (d) As authorized by the Illinois Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.1-1 *et seq.*, referred to as the “Act”), the Village of Homewood agrees to reimburse the Developer up to \$40,000 for the following items eligible for reimbursement under the Act:

Restoration and rehabilitation of the common sanitary sewer connection for buildings at 2018, 2020, 2024, and 2026 Ridge Road, including relocating, cleaning, and televising the sewer line, repairing and replacing the sewer line that had been disrupted during construction, and re-lining the remaining sewer line.

B. Paragraph 6 (Undertakings by the Developer) of the redevelopment agreement is amended by adding the following language:

6. (i) In connection with the cost reimbursement described in paragraph 4(d) above, the Developer agrees to the following:

a) Developer shall be responsible for executing all contracts in connection with the Work and ensuring that the Work is completed in accordance with said contracts.

b) Within sixty (60) days of Final Completion, the Developer shall submit a written reimbursement request to the Village’s Community Development Department along with lien waivers from all general contractors, subcontractors, and materialmen who provided services or materials for the Work.

c) Changes, additions, revisions or deletions to the plans and/or construction documents originally submitted to the Village must be approved by the Village in writing. The Village will review such proposed changes within a reasonable time. However, the Village assumes no responsibility for any delay or additional cost incurred because of this requirement. Final construction shall comply with the approved plans.

d) Developer shall not be entitled to reimbursement from the Village under this Agreement if the final construction deviates from the previously approved plans and/or does not comply with all local codes.

## **Section Two – Reaffirmation of the Redevelopment Agreement**

The parties reaffirm all provisions of the Agreement not modified by this amendment.

IN WITNESS WHEREOF, this Amendment is agreed on  
September 9, 2025.

**Village of Homewood  
an Illinois municipal corporation**

By: \_\_\_\_\_  
Village President

Attest:  
\_\_\_\_\_  
Village Clerk

**CIG 2020 Homewood, LLC,  
an Illinois limited liability company**

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

Attest:  
By: \_\_\_\_\_  
Its: \_\_\_\_\_