

**REDEVELOPMENT AGREEMENT BETWEEN  
STONE POINT GRILL II, LLC  
AND THE VILLAGE OF HOMEWOOD**

This Redevelopment Agreement is executed effective \_\_\_\_\_, 2022 (“Effective Date”) by the Village of Homewood, Cook County, Illinois, an Illinois municipal corporation (“Village”) and Stoney Point Grill II, LLC, an Illinois limited liability company (“Developer”). Capitalized terms used shall have the meaning ascribed in the Redevelopment Agreement unless modified herein, or if the context indicates otherwise.

WITNESSETH:

In consideration of the Preliminary Statements, the mutual covenants of this Agreement and other good and valuable consideration, the sufficiency and receipt of which is acknowledged, the Village and the Developer agree:

**1. Preliminary Statements.**

Among the matters of mutual inducement prompting this Agreement are:

(a) The Village in 2017 established the Downtown Transit Oriented Development Tax Increment Financing District (TOD TIF) to re-establish the redevelopment project area as a vibrant mixed-use and transit-oriented district.

(b) Developer has proposed leasing space on the first floor of a newly-constructed four-story, mixed-use building in the TOD TIF, (“the Project”).

(c) Developer has requested assistance from the Village in the management of real estate taxes for the Project, and financial assistance related to planning, design, site improvement, and construction of the Project.

(d) The Village has engaged the firm of Kane McKenna and Associates to independently assess the Project’s viability and the Developer’s eligibility for financial assistance.

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

(f) The Project will enhance the downtown area by creating employment opportunities, generating additional commerce in the central business district, and providing another dining option for area residents and tenants of the building.

**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.

Section 8-1-2.5 of the Illinois Municipal Code (65 ILCS 5/8-1-2.5) authorizes municipalities to appropriate and expend funds for economic development purposes, including, without limitation, making grants to any other governmental entity or commercial enterprise deemed necessary or desirable for the promotion of economic development within the municipality.

**3. Term of the Agreement.**

The term of this Agreement shall commence on the day succeeding the date of execution first written above. Expiration of the Agreement shall be at 12:00 p.m. on December 31, 2042, or when all incentives have been paid to the Developer, whichever occurs first.

**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) Within 365 days from the Effective Date, Developer shall have constructed the Project and opened for business (the "Opening Date").

(b) 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.

**5. Undertakings by the Village.**

(a) Upon timely completion by Developer of all the conditions precedent, the Village undertakes to aid the Developer through cost reimbursements and other support totaling \$850,000.00 over a five-year period, according to the following schedule:

\$425,000 within 30 days of the Opening Date, subject to Exhibit A  
\$85,000 after 12 months of Continuous Operation after the Opening Date  
\$85,000 after 24 months of Continuous Operation after the Opening Date  
\$85,000 after 36 months of Continuous Operation after the Opening Date  
\$85,000 after 48 months of Continuous Operation after the Opening Date  
\$85,000 after 60 months of Continuous Operation after the Opening Date

“Continuous Operation” shall mean that the restaurant is open to the public for food and beverage service for at least five days per week.

Costs to be reimbursed to the Developer by the Village are listed in Exhibit B.

(b) Source of Funds

- a. 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 those expenses identified in Exhibit B eligible for reimbursement under the Act, payable from incremental tax revenues deposited in the TOD TIF special tax allocation fund, to the extent incremental tax revenues from the TOD TIF are available.
- b. For those costs identified in Exhibit B as non-TIF eligible, or if incremental tax revenues are insufficient to reimburse TIF eligible expenses, the Village shall rebate Places for Eating Taxes collected by the Developer while operating the Project.
- c. To the extent incremental tax revenues are insufficient to reimburse TIF eligible expenses, and Places for Eating Taxes rebated to the Developer are insufficient, the Village shall make up any shortfall by making an economic development grant under 65 ILCS 5/8-1-2.5 for the difference.

**6. Undertakings on the Part of Developer.**

(a) Developer shall complete the Project 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 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. 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.

(g) The Owner shall comply with all requirements imposed by the Homewood Municipal Code, including registration and filing monthly Places for Eating Tax returns with the Village's Finance Department.

## **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, 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 not make any reduction therein without the reasonable approval of the Village.

(c) Developer represents and warrants 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 \$1,500,000.

(e) Developer represents and warrants it shall pay all taxes, assessments, water charges, sewer charges and the like on the Project when due and before any penalty attaches and shall provide the Village, or any agency designated by the Village, with paid receipts or other acceptable payment evidence. 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, 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 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 Project; 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, 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 effect. After an uncured default, the non-defaulting Party may exercise remedies available to it under the Agreement. The remedies shall include, but are not limited to, revoking the site plan and building permits, authorizing payment to the Village of any funds held in escrow, or taking whatever action at law or in equity as may appear necessary or desirable to enforce performance and observance of any obligation, undertaking, covenant or agreement of the non-defaulting party in paragraphs 4, 5, and 6 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:**

James T. Burke  
STONE POINT GRILL II, LLC,  
19031 Old La Grange Road  
Suite 205  
Mokena, IL 60448

**With Copy to:**

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

**With Copy to:**

John Newton  
JOHN NEWTON, P.C.  
18400 Maple Creek Drive  
Suite 500  
Tinley Park, IL 60477

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 thereof.

**10. Law Governing.**

This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

**11. Assignment or Transfer of Project.**

This Agreement is between the Village of Homewood and Stoney Point Grill II, LLC. Developer may not sell, assign, or otherwise convey its interest in this Agreement or its incentives to a third party without the Village's express written approval. The Village reserves the right, in its sole discretion, to withhold consent to transferring the benefits of this Agreement to any third party.

## **12. 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.

## **13. 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.

## **14. 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.

## **15. 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.

**16. Force Majeure.**

In case because 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, landslides, lightning, earthquake, fire, hurricanes, tornadoes, storms, floods, washouts, droughts, restraint of government and people, civil disturbances or explosions. The parties agree that settlement of strikes and lockouts is 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.

**17. 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 effect.

**18. 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.

**19. 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 whether covered or relevant to such heading or not.

**20. Authorization to Execute.**

The officers of Developer executing this Agreement warrant that they are authorized to execute this Agreement on the Developer's behalf. The President and Clerk of the Village warrant that they have been lawfully authorized by the Corporate Authorities of the Village 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 execute this Agreement on behalf of the respective parties.

**21. 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.

**22. 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. 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 effect. 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.

**23. Conflict Between the Text and Exhibits.**

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

**24. 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 excised here from and the invalidity thereof shall affect none of the other provisions 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.

**25. 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.

**26. 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 the same instrument.

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

**Village of Homewood**  
**an Illinois municipal corporation**

**STONEY POINT GRILL II, LLC,**  
**an Illinois limited liability company**

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

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

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

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

## Exhibit A

### Partial Assignment of Initial Incentive Payment to HCF Homewood, LLC

Stoney Point Grill II, LLC (“Stoney Point”) acknowledges that HCF Homewood, LLC, an Illinois limited liability company (“HCF Homewood”) has, at Stoney Point’s request, constructed or caused to be constructed improvements to the Project as described in this Agreement. As provided in this Agreement, Stoney Point is entitled to reimbursement from the Village for certain development costs as provided in Paragraph 5 of the Agreement, including a \$425,000 payment within 30 days of the restaurant’s Opening Date. Stoney Point irrevocably authorizes and directs the Village of Homewood to pay HCF Homewood \$231,305.00 of the initial \$425,000.00 incentive payment to reimburse HCF Homewood for these expenses incurred by HCF Homewood in building out the Project:

<b>TIF ELIGIBLE EXPENSES</b>	<b>AMOUNT DUE</b>
Trusty Plumbing - Restaurant Under-slab Plumbing	\$6,300.00
Trusty Plumbing - Restaurant Gas Piping	\$5,000.00
Dunleavy Construction - Site Utilities (Grease Trap)	\$13,756.00
<b>Total TIF Eligible</b>	<b>\$25,056.00</b>
Galas Heating & Air Conditioning - Restaurant HVAC	\$166,249.00
Krupa Electric - Restaurant Electrical Work	\$40,000.00
<b>Total non-TIF Eligible</b>	<b>\$206,209.00</b>
<b>TOTAL ASSIGNED TO HCF HOMEWOOD, LLC</b>	<b>\$231,305.00</b>

HCF Homewood shall be paid on the date Stoney Point becomes eligible to receive the initial \$425,000 incentive payment under the Agreement.

**Exhibit B**

TIF and Non-TIF Costs to be Reimbursed

<b>ELIGIBLE EXPENSES</b>	<b>AMOUNT DUE</b>
Wood & Plastics	\$192,000
Thermal & Moisture Protection	\$2,500
Doors & Windows	\$14,750
Finishes	\$113,000
Specialties	\$10,500
Fire Protection	\$24,000
Plumbing	\$85,000
HVAC	\$70,000
Electrical	\$140,000
Kitchen & Bar Equipment	\$495,002
Insurance and Construction Fees	\$101,145
<b>TOTAL ASSIGNED TO STONEY POINT, LLC</b>	<b>\$1,247,897</b>