

April 20, 2023

Mr. Richard Hofeld, Village President  
Village of Homewood, IL  
2020 Chestnut  
Homewood, IL 60430

RE: Steinmarch Development Corp., Intent to Acquire Village owned property,  
Approximate address: 1221 W. 175th Street, Homewood

Dear President Hofeld:

On behalf of Steinmarch Development Corp., SDC, (the “Developer”), this Letter of Intent sets out a request for an exclusive Due Diligence Period, under the terms and conditions listed herein, and seeks Homewood (“Village”) support for SDC intent to develop the lot(s) at approximately 1221 W. 175th Street, identified as the Subject Property (“Property”) on the Air Photo attached hereto as Exhibit A.

Developer plans redevelopment of the Property with an appropriately zoned use, which may include office, industrial, or commercial usage. Plans and proposed uses at this time are subject to change based on the requirements of potential tenants, the Village, and any other governmental authorities of appropriate jurisdiction.

Developer is requesting a Due Diligence period of 120 days to come to terms on a contract with the Village for the acquisition of the Property. During that time Developer will make preliminary and final plans for the site and buildings, subject to market conditions, arrange financing for the project, finalize all partnership and development agreements, and prepare a project schedule for the Village with appropriate completion benchmarks. During the 120-day Due Diligence Period, Developer will keep the Village informed of progress on the tasks set out above and any changes to the Preliminary Plan. Should it be the Developer’s finding in its sole discretion, at any time during the Due Diligence Period, that the property is not suitable for the Developer’s re-use, then Developer will promptly notify the Village of that finding, and the Due Diligence Period and the Village’s responsibilities as set out herein will be immediately terminated.

Steinmarch Development Corporation, has a long and successful track record developing and leasing properties, especially commercial office and retail projects, and we feel confident this project will be successful as well. (See attached project list.)

Due to the vagaries of the present finance market, the Developer is concerned with the time it will take to get a financing commitment suitable for the project. Since it is unclear what that timeline looks like now, a shorter Due diligence Period is not practical.

As you know, I am a long-term resident of the area. As shown in the attached Project List, SDC has developed a number of successful projects throughout Homewood and the south suburbs, including the original 1221 subject building. SDC is intimately familiar with the market and subject site and expects to create a successful re-use of the property.

During and after the Due Diligence Period, Developer hopes to work through any process required by the Village to get any necessary approvals and enter into an appropriate Redevelopment Agreement.

If Village agrees to enter into an Agreement for the Due Diligence Period as set out herein, the following terms and conditions would apply:

1. Purchaser's Broker: None
2. Village's Broker: None

It is understood that no broker has been employed by either party to the transaction, nor will any brokerage fee be due should Developer acquire the Property as a result of this Agreement.

3. Non-Binding Statement of Terms: This Letter of Intent contains a collection of certain business terms which may become part of a Redevelopment Agreement (RDA) if the parties eventually enter into such contract. Standing on its own, however, this document is not intended to impose any binding obligation whatsoever on either party, with the sole exception of the obligation of each party to negotiate in good faith based on the understandings contained in this Letter of Intent and the duty of exclusive negotiation as described further below. Parties do not intend to be bound by any other agreement except as aforesaid until both agree to and actually execute a formal written Redevelopment Agreement. Neither party may reasonably rely on any promises inconsistent with this section. This paragraph supersedes all other language in this document that may appear to conflict with this section, except the duty of exclusive negotiation described immediately below.

4. Binding Obligation to Negotiate Exclusively: To induce Developer to proceed with the project, Village will not market the Property during the Due Diligence Period, and shall only negotiate the above-described RDA to completion with Developer.

The Due Diligence Period set out herein may be extended by the mutual agreement of the parties.

Further, Village agrees for a period of 120 days following its execution of this document, that it shall neither solicit nor respond to any offers to purchase the Property from any other party.

Sincerely,

*Gene Steinmarch*

Accepted and Approved:

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Principal  
Steinmarch Development Corp

\_\_\_\_\_  
Napoleon Haney, Manager  
Village of Homewood, Illinois

Date: 4/2020/23

Date: \_\_\_\_\_