

**REDEVELOPMENT AGREEMENT BETWEEN  
FORD OF HOMEWOOD INC.  
AND THE VILLAGE OF HOMEWOOD**

This Redevelopment Agreement is executed effective as of \_\_\_\_\_, 2024 (the “Effective Date”) by the Village of Homewood, Cook County, Illinois, an Illinois municipal corporation (the “Village”) and Ford of Homewood, Inc., an Illinois corporation, and Ford of Homewood Properties, LLC, an Illinois limited liability company (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 clearly indicates 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 to this Agreement are the following:

(a) The Village in 2021 established the Kedzie Gateway Tax Increment Financing Redevelopment Project Area (Kedzie Gateway TIF) to encourage commercial development.

(b) Developer has requested financial assistance from the Village for improvements to an existing commercial building at 3233 W. 183<sup>rd</sup> Street, Homewood, in the Village’s B-3 General Business District (the “Property”) as described in Exhibit A.

(c) Developer has obtained bids totaling \$4,902,843 for expansion, renovation, and remodeling of the Property to continue operation of a dealership selling new and used vehicles and service (the “Project”).

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

(e) The Village supports the Developer’s plans to update and expand the Property, thereby enhancing the property tax base, providing additional employment opportunities, and generating additional commercial activity within the redevelopment project area.

**2. Village Authority.**

The Property 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 and shall end when the maximum Incentive Amount listed in Section 5 below is paid to the Developer, or expiration of the Kedzie Gateway TIF, whichever occurs first.

**4. Conditions Precedent to the Undertakings by the Village.**

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

(a) Developer shall have obtained approval from the Village Fire Chief, Village Public Works Director, and any other necessary agency, board, or commission for the Project, it being understood that the Village as a municipal corporation has sole 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) Within one year of the Effective Date, Developer shall have caused the Project to be substantially constructed in accordance with the plans prepared by Developer and approved by the Village. These documents shall be attached as Exhibit B to this Agreement. (the "Plans and Specifications")

(c) Prior to issuance of a Certificate of Completion by the Village, Developer shall deliver to the Village a certified statement of all costs it seeks reimbursement for under this Agreement.

**5. Undertakings by the Village.**

Upon Developer's timely completion of all the conditions precedent and issuance of a Certificate of Completion, the Village agrees to reimburse Fifty Percent (50%) of the Developer's TIF eligible expenses, up to a maximum of Two Million Four Hundred Fifty-One Thousand, Four Hundred Twenty-Two Dollars (\$2,451,422, referred to as the "Incentive Amount") as follows:

(a) Upon completion of the Project, the Village will pay the Developer Two Hundred Thousand Dollars (\$200,000) within thirty (30) days.

(b) The balance of Incentive Amount shall be equal to 100% of the incremental property taxes paid by the dealership and deposited into the Kedzie Gateway TIF Special Tax Allocation Fund after completion of the Project.

(c) The Village shall make each incentive payment annually within sixty (60) days after the Developer pays all property taxes in full for that year and payment is received by the Village from Cook County. Annual payments shall continue until the maximum Incentive Amount (\$2,451,422) is paid to the Developer, or expiration of the Kedzie Gateway TIF, whichever occurs first.

(d) The Village shall make no incentive payment in any year until the Developer pays 100% of the property taxes billed in that year for all four tax parcels comprising the Property.

(e) The Village shall make no incentive payment in any year if there are unpaid or delinquent taxes from previous years until all taxes for all four tax parcels comprising the Property are current.

(f) If the Developer fails to pay property taxes in a timely manner but later pays all delinquent and current taxes due and provides proof of payment(s), the Village shall make pay to Developer any accrued but unpaid incentive amount.

(g) If the Developer fails to pay property taxes in a timely manner and the taxes are sold, the Village shall make no incentive payment until the Developer has redeemed the unpaid taxes.

(h) If a person or entity not a party to this Agreement obtains a tax deed for any portion of the Property, this Agreement shall immediately terminate.

(i) If the Developer files an appeal with the Cook County Board of Review, the Illinois Property Tax Appeal Board, or any other governing body that results in their receiving a refund of taxes already paid, the amount of the refund attributable to the incremental taxes for the Project shall be deducted from the outstanding Incentive Amount due to the Developer.

(j) Incentive payments authorized by this Agreement are payable solely from incremental tax revenues paid by the Developer and deposited in the Kedzie Gateway TIF Special Tax Allocation Fund. The incentive payments authorized by this Agreement are not general obligations of the Village of Homewood. The costs to be reimbursed to the Developer are listed in Exhibit C.

## **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.

(d) 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.

(e) Prior to the Village's annual incentive payment to the Developer, the Developer shall provide proof that it has paid the taxes for all parcels comprising the Property.

## **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, 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 Sections 4, 5, and 6 of this Agreement.

Provided, however, the Village shall be required to perform its obligations under Section 5 if the 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:**

Steve Phillipos  
Ford of Homewood  
3233 183<sup>rd</sup> St.  
Homewood, Illinois 60430

**With Copy to:**

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

**With Copy to:**

Joseph S. Kayne, Esq.  
Hardt, Stern, & Kayne, P.C.  
2610 Lake Cook Road, Suite 200  
Riverwoods, Illinois 60015

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 in accordance with the laws of the State of Illinois.

**11. 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.

## **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.**

If 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 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.

**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 force.

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

**20. 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.

**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 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.

**23. 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.

**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 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.

**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. Recording of Agreement.**

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

**27. 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 entered into as of the date and year first above written.

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

**Ford of Homewood, Inc.,**  
**an Illinois corporation**

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

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

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

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

**Homewood Properties, LLC,**  
**an Illinois limited liability company**

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

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

## Exhibit A

### Description of the Property

Legal Description:

Parcel 1:

The North 463.0 feet of the East ½ of Lot 6, and the North 463.0 feet of Lots 7 and 8 the perimeter of which is described as follows:

Beginning at the Northeast Corner of Lot 8 aforesaid; thence South 0 degrees 28 minutes 07 seconds east along the East Line thereof 463.0 feet; thence due west parallel with the North Line of Lots 6 to 8 aforesaid 330.0 feet to the West Line of the East ½ of Lot 6 aforesaid; thence north 0 degrees 28 minutes 07 seconds west along said West Line 463.0 feet to the North Line of Lot 6 aforesaid; 330.0 feet to the Point of Beginning all in Homewood Garden Acres No 1 a subdivision of the North ½ of the Northeast ¼ of the Northeast ¼ of Section 2, Township 35 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

The west half of Lot 6 (except the south 360 feet thereof) in Homewood Gardens Acres No 1, a subdivision of the North ½ of the Northeast ¼ of the Northeast ¼ of Section 2, Township 35 North Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent index number:

31-02-201-026-0000

31-02-201-039-0000

31-02-201-041-0000

31-02-201-046-0000

Address of Real Estate: 3233 183rd Street, Homewood, Illinois 60430

## **Exhibit B**

### **Plans and Specifications**

Exhibit C

TIF Reimbursable Costs

Description of Work	Cost
Parking Lot Expansion, including excavation, storm drainage, lighting, landscaping, engineering	\$ 644,314.00
Site Work	\$ 981,939.00
Facility Expansion & Remodeling	\$3,164,670.00
Signage	\$ 111,920.00
<b>TOTAL</b>	<b>\$4,902,843.00</b>