

**AGREEMENT TO REIMBURSE ELIGIBLE EXPENSES
FOR IMPROVEMENTS TO THE BUSINESS LOCATED
AT 18031 DIXIE HIGHWAY UNDER THE
VILLAGE OF HOMEWOOD BUSINESS INCENTIVE PROGRAM**

This Agreement is made and entered this 27th day of July 2021, between Urban Leegacy, LLC, ("Owner") and the Village of Homewood, Cook County, Illinois, an Illinois municipal corporation ("Village").

WHEREAS, Owner is the installment purchaser of the property described in Exhibit A and commonly known as 18031 Dixie Highway, Homewood, Illinois, (the "Property") according to Articles of Agreement for Deed recorded January 23, 2020 as document 2002308603 with the Cook County Recorder of Deeds; and

WHEREAS, Owner has requested financial assistance from the Village to upgrade an existing building within the Village's B-1 central business district, including installation of a grease trap, renovation, and site improvements for a new commercial kitchen; and

WHEREAS, the Owner represents that without financial assistance from the Village, the Project as contemplated would not be economically feasible; and

WHEREAS, 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 commercial enterprises deemed necessary or desirable for the promotion of economic development within the municipality; and

WHEREAS, the Owner has obtained bids for renovation and site improvements with the lowest bid totaling \$237,168.00; and

WHEREAS, the Village supports making the proposed improvements to increase the building's functionality, thereby strengthening the Village's economic viability, and as such is willing to enter into this Agreement.

NOW, THEREFORE, in exchange for the mutual promises and considerations set forth herein, the Owner and Village agree:

1. TERMS OF AGREEMENT

As authorized by the President and Board of Trustees of the Village of Homewood on July 27, 2021 and subject to this Agreement, the Village of Homewood agrees to reimburse the Owner for the cost of certain rehabilitation work to be undertaken on the Property.

2. UNDERTAKING ON PART OF THE VILLAGE

Subject to this Agreement, the Village agrees to the following:

- a. The Village agrees to reimburse the Owner for the cost to install a grease trap on the property, but not to exceed Twenty-Five Thousand Dollars (\$25,000.00), to be paid in a lump sum within sixty (60) days after the Owner completes installation of a grease trap and submits a reimbursement request in compliance with paragraph 3c below.
- b. The Village agrees to reimburse Owner six (6%) of the cost of renovations (excluding the grease trap), but not to exceed Fifteen Thousand Dollars (\$15,000.00), to be paid in a lump sum within sixty (60) days after Owner completes all renovations and site improvements as detailed in Exhibit B and submits a reimbursement request in compliance with paragraph 3c below.

3. UNDERTAKINGS ON PART OF THE OWNER

- a. Before beginning construction, Owner shall provide written proof to the Village that the Installment Seller of the property, Frank Properties LLC Series II, consents to the modifications to the Property proposed by the Owner.
- b. 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 Director of Finance.
- c. Owner shall execute all contracts with said Work and shall be responsible for ensuring that the Work is completed in accordance with said contracts. The Owner shall furnish the Village with copies of all contracts for the Work. All Work shall comply with all local codes.
- d. Within sixty (60) days of completing the Work contemplated under this Agreement, the Owner shall submit a written reimbursement request to the Village's Community and Economic Development Director along with the following documentation:
 - i. Copies of cancelled check(s) or other evidence that Owner has paid for the Work;
 - ii. Lien waivers from all general contractors, subcontractors, and materialmen who provided services or materials for the Work.

4. Failure to submit a written reimbursement request within sixty (60) days of completing the Work contemplated under this Agreement shall be grounds for

the Village to deny reimbursement. Owner's failure to submit a reimbursement request shall not constitute a default under this Agreement.

5. 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.

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

7. Owner shall allow Village inspectors reasonable access to the Property to determine that the Work complies with the approved plans and local codes.

8. Owner shall require all contractors performing the Work to provide worker's compensation and liability insurance in amounts satisfactory to the Village, naming the Village and the Owner as additional insured.

9. Owner agrees to comply with all Federal, State, and local laws and regulations.

10. Owner shall require each contractor to indemnify and hold the Village harmless from all claims arising out of this Agreement resulting from the Owner's or contractor's negligence, including claims for personal injury, wrongful death and property damage. Owner agrees to indemnify and hold the Village harmless from all such claims arising out of this Agreement resulting from the Owner's negligence or willful and wanton conduct.

11. Owner agrees to complete Work within twelve (12) months of the execution of this Agreement. Failure to complete said Work shall constitute a default under this Agreement.

12. Upon completion of the Work, the Owner agrees to maintain the property, in compliance with all Village codes. Failure to comply with Village codes constitutes a default under this Agreement.

13. The Agreement shall not be transferrable by the Owner without the express written consent of the Village.

14. Should either party be in default under this Agreement, the non-defaulting party shall give written notice of such default by Certified Mail with postage prepaid, or by personal delivery. Notice by Certified Mail shall be considered

given when deposited in the United States Mail. Should such default remain uncured twenty-one (21) days after such notice was given, the non-defaulting party may terminate this Agreement by giving written notice of such termination in the same manner and under the same terms as the notice of default. Either party may also seek to enforce its rights under this Agreement as authorized by law.

15. Should either party initiate litigation against the other to enforce the terms of this Agreement, the successful litigant shall be entitled to recover court costs and reasonable attorney fees.

16. If any portion of this Agreement is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining Agreement terms.

17. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation shall not be binding upon either party unless incorporated in this Agreement.

18. If a conflict arises between the Agreement text and the exhibits, the Agreement text shall control.

19. Failure of any party to insist upon the strict performance of the terms, covenants, and conditions herein contained, or any of them, shall not constitute a waiver of any party's right thereafter to enforce any such term, covenant, or condition, but the same shall continue in full force.

20. Notices under this Agreement shall be sent:

To the Village:

Village Manager
Village of Homewood
2020 Chestnut Rd.
Homewood IL 60430

With A Copy To:

Christopher J. Cummings
Village Attorney
2024 Hickory Rd., Suite 205
Homewood IL 60430

To the Owner:

Joan Sullivan
16024 Louis Avenue
South Holland, IL 60473

With A Copy To:

Urban Leegacy, LLC
30 South Wacker Drive, Suite 2200
Chicago IL 60606

Owner shall return three (3) signed copies of this Agreement to the Community Development Department within thirty (30) days of receipt. The Village may rescind this Agreement if Owner fails to return the signed Agreements as specified.

IN WITNESS WHEREOF, the parties have executed this Agreement on the above day and date.

VILLAGE OF HOMEWOOD

CULTURE

By: _____
Village President

By: _____
Joan Sullivan, Authorized Agent for
Urban Leegacy, LLC

ATTEST:

Signed and sworn to before me on
_____, 2021

Village Clerk

Notary Public

This document prepared by Christopher J. Cummings, Village Attorney, Village of Homewood, 2024 Hickory Rd., Suite 205, Homewood IL 60430.

EXHIBIT A

Legal Description:

Parcel 1 (Fee):

That part of the West 1/2 of the Southeast 1/4 of Section 31, Township 36 North, Range 14, East of the Third Principal Meridian, described as follows: Beginning at the point of intersection of the East line of Dixie Highway (said East line being 33 feet East of and parallel to the West line of said Southeast 1/4 of Section 31) with the westward extension of the line of the north face of the north wall of a one-story brick building which point of intersection is 988.21 feet South of the North line of said Southeast 1/4 of Section 31; and running thence East along said westward extension, along said North face of the north wall and along the line of the eastward extension of said north face of the north wall, a distance of 140 feet. Thence North to its intersection with a line 173 feet East of and parallel to said West line of the Southeast 1/4 at a point thereon which is 988.75 feet South of said north line of the Southeast 1/4; thence North along the last above mentioned parallel line, a distance of 46.48 feet to its intersection with the eastward extension of the line of the South face of the south wall of a one-story brick building which point of intersection is 942.27 feet South of the North line of said Southeast 1/4; thence West along said eastward extension, along said south face of the south wall, and along the line of the westward extension of the line of said south face of the south wall, a distance of 140 feet to its intersection with said East line of Dixie Highway at a point thereon which is 941.59 feet South of said North line of the Southeast 1/4; thence South along said East line of Dixie Highway, a distance of 46.62 feet to the point of beginning.

Parcel 2 (Easement):

Easement for the benefit of Parcel 1 as set forth in the Easement Agreement dated September 20, 1966, recorded October 11, 1966, as Document No. 19966472 for ingress and egress over and upon a strip of land 14 feet wide extending East from Dixie Highway, the North line of which is 150 feet and the south line thereof being 140 feet, being part of Lot 2 in Panos' Resubdivision of part of the West 112 of the Southeast 1/4 of Section 31, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, as per plat recorded on March 4, 1965, as Document No. 19397294, said North line of aforesaid strip being 48 feet South and parallel to the most northerly line of said Lot 2, all in Cook County, Illinois.

Parcel 3 (Easement):

Easement for the benefit of Parcel 1 as created by Easement and Party Wall Agreement from Community Bank of Flossmoor, as Trustee under Trust Agreement dated November 30, 1978, and known as Trust Number 78223, to Community Bank of

Homewood-Flossmoor, as Trustee under Trust Agreement dated July 16, 1976, and known as Trust Number 76057, dated February 15, 1979, and recorded March 12, 1979, as Document No. 24876418, and re-recorded July 5, 1979, as Document No. 25035766, for the purpose of ingress and egress over the following described land:

The East 20 feet of that part of the West $1/z$ of the Southeast $1/4$ of Section 31, Township 36 North, Range 14, East of the Third Principal Meridian, described as follows: Beginning at the point of intersection of the East line of Dixie Highway (said East line being 33 feet East of and parallel to the West line of said Southeast $1/4$ of Section 31) with a line 891.62 feet South of and parallel to the North line of said Southeast $1/4$ of Section 31, and running thence East along the last above mentioned parallel line a distance of 140 feet to its intersection with a line 173 feet East of and parallel to said West line of the Southeast $1/4$; thence South along the last above mentioned parallel line a distance of 50.65 feet to its intersection with the East extension of the line of the south face of the south wall of a one-story brick building, which point of intersection is 942.27 feet South of the North line of the Southeast $1/4$; thence West along said eastward extension, along said south face of the south wall and along the westward extension of the line of said south face of the south wall a distance of 140 feet to its intersection with said East line of Dixie Highway, at a point thereon which is 941.59 feet South of said North line of the Southeast $1/4$ and to North along said East line of Dixie Highway, a distance of 49.97 feet to the point of beginning, all in Cook County, Illinois.

Common Address: 18031 Dixie Highway

PIN: 29-31-400-056-0000

Exhibit B-Description of Renovations and Site Improvements*

Description of Work	Cost
Excavation	\$7,000
Concrete	\$6,000
Demolition (Selective)	\$8,500
Carpentry	\$41,600
Roofing	\$6,000
Plumbing	\$31,500
Mechanical	\$27,680
Electrical	\$33,350
Miscellaneous	\$75,538
TOTAL	\$237,168

*Bosie Construction Company, Application and Certificate for Payment,
Culture Kitchen, Culture Foods & Entertainment, 18031 S. Dixie Highway