

## REDEVELOPMENT AGREEMENT

This Redevelopment Agreement (the “Agreement”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between **E’s Corner Deli, Ltd.**, an Illinois corporation (“E’s CORNER DELI”), and the **City of Rochelle, Ogle County, Illinois**, an Illinois municipal corporation (the “City”), and is based on the following recitals:

### RECITALS

- A. The City is duly organized and existing under the laws of the State of Illinois as a non-home rule municipality.
- B. E’s CORNER DELI is an Illinois corporation in good standing with the Illinois Secretary of State.
- C. E’s CORNER DELI is the lessee of the commercial real estate commonly known as 430 Lincoln Highway, Rochelle, Ogle County, Illinois (the “Subject Property”), which is currently improved with a structure (the “Building”). The term of the lease commenced on August 1, 2020 and terminates on July 31, 2025.
- D. E’s CORNER DELI intends to redevelop the Subject Property by modifying the Building and developing within the Building a deli/restaurant.
- E. The City intends to provide an economic grant to facilitate improvements to the water service and sanitary sewer line.
- F. The redevelopment of the Subject Property will require or involve:
  - 1. An upgrading of the water line to the Subject Property from the City’s existing water main on Lincoln Highway.
  - 2. Installation of a new sanitary sewer line to the Building.
- G. E’s CORNER DELI and the City wish to cooperate to foster the redevelopment of the Subject Property by granting the licenses and permits specified pursuant to this Agreement or reasonably required by E’s CORNER DELI, subject to all requirements of federal, state, and local laws.
- H. The City is entering into this Agreement pursuant to its non-home rule powers and its determination that the licenses and permits contemplated by this Agreement will enhance the City’s businesses and redevelopment of its downtown area.
- I. The City has determined that it is essential to the economic and social welfare of the City that the licenses and permits contemplated by this Agreement are necessary to foster economic development.

- J. The City finds that the powers to be exercised hereunder are in furtherance of a public use and essential to the public interest.
- K. The Mayor and City Council of the City have determined that entering into this Agreement is the best interests of the City.
- L. E's CORNER DELI has full right, power and authority to enter into this Agreement and acknowledges and consents to its terms and conditions.

**NOW, THEREFORE**, in consideration of TEN DOLLARS (\$10.00) and the promises, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and E's CORNER DELI agree as follows:

**SECTION ONE.  
RECITALS**

The foregoing Recitals are hereby incorporated herein as if fully set forth below as representations by E's CORNER DELI and the City.

**SECTION TWO.  
ECONOMIC REDEVELOPMENT GRANT**

A. City's Economic Redevelopment Grant. The City agrees to reimburse E's CORNER DELI up to Forty Thousand (\$40,000.00) Dollars for the purposes of fostering the redevelopment of the Building on the Subject Property. The Grant may only be used to reimburse any expenditures for the installation of a larger water service from the City's water main to the Building and for the installation of a new sanitary sewer line to the Building. This Grant may not be able to reimburse on other expense incurred by E's CORNER DELI related to the redevelopment of the Building or Subject Property.

B. Reimbursement for Approved Expenditures. The City shall pay the Grant for the expenditures allowed under Section Two (A) following the receipt of paid invoices from E's CORNER DELI. Said payments will be made within thirty (30) days of the City's receipt of a paid invoice for the expenditures allowed under this Agreement. However, in the discretion of the City Manager, the City Manager may authorize the City to pay some or all of the Grant prior to the completion of the water service and sanitary sewer improvements to expedite the completion of these improvements. This Grant is conditioned upon E's CORNER DELI commencing business operations by May 1, 2022.

C. No assumption of Liability. The City assumes no liability for related to the installation or maintenance of the water service from the City's water or sewer main to the Building on the Subject Property or the Building, and E's CORNER DELI agrees to indemnify and hold the City harmless for any and all claims, lawsuits, or causes of actions related to any injuries arising out of or related to the same.

D. Assignability. The grant awarded herein shall not be assignable by E's CORNER DELI without the express written consent of the City, and this grant for the reimbursement set forth herein shall terminate upon the sale, conveyance, transfer or any other disposition of the Building and Subject Property without the prior written consent of the City. Once paid however, the grant awarded herein shall become the property of E'S CORNER DELI and shall not be subject to reimbursement to the City upon the sale, conveyance, transfer or any other disposition of the Building and Subject Property.

### **SECTION THREE. UTILITY SERVICE**

A. Water Service. The City, which owns and operates its water utility, agrees that E'S CORNER DELI may, at its sole expense, subject to the economic grant herein, and in a timely manner, use all commercially reasonable measures to increase the size of the water service for the Building and Subject Property. E's CORNER DELI agrees that it will, at its sole expense, subject to the economic grant herein, increase the size of the water lines inside the Building as required by applicable building codes.

B. Sanitary Sewer Line. The City agrees that E's CORNER DELI may, at its sole expense, subject to the economic grant herein, and in a timely manner, use all commercially reasonable measures to install a new sanitary sewer line from the City's sanitary sewer main to the Building. E's CORNER DELI agrees that it will, at its sole expense, subject to the economic grant herein, install a new sanitary sewer line from the City's sanitary sewer main to the Building as required by applicable building codes.

### **SECTION FOUR. DELIVERIES**

The City agrees to allow reasonable delivery of raw material into the Building and finished product and other materials for the Building in a reasonable manner.

### **SECTION FIVE. APPROVALS, PERMITS AND CONSENTS**

The City agrees to provide approvals, permits and consents to E's CORNER DELI as reasonably required for E's CORNER DELI's installation of the afore-mentioned improvements as set-forth in this Agreement for the redevelopment of the Building, upon appropriate petitions and requests by E's CORNER DELI.

### **SECTION SIX. MAINTENANCE**

Except to the extent caused by the City's negligence or willful and wanton conduct, E's CORNER DELI, at its sole cost and expense, shall maintain and repair the improvements to the Subject Property, taking the reasonable, necessary and appropriate measures to keep the Subject Property in a clean, attractive, safe, unobstructed, good and useable condition.

**SECTION SEVEN.  
COMPLIANCE WITH LAW**

E's CORNER DELI will at its own expense comply with all federal, state and local laws, ordinances of the City and the State of Illinois, and rules and regulations now or later in force which may be applicable to its operations in the City. E's CORNER DELI will obtain and pay for all permits, licenses, variations, and other authorizations which may be required for the improvements and its activities contemplated by this Agreement.

**SECTION EIGHT.  
WAIVER**

No waiver by either the City or E's CORNER DELI of any default on the part of the other party in the performance of any of the terms, covenants, or conditions of this Agreement to be performed, kept, or observed by the defaulting party shall be or be construed to be a waiver by the non-defaulting party of any other or subsequent default in the performance of any terms, covenants, or conditions of this Agreement to be performed, kept or observed by the defaulting party.

**SECTION NINE.  
AMENDMENT**

This Agreement may be modified or amended in whole or in part only by a written instrument executed by the City and E's CORNER DELI.

**SECTION TEN.  
ATTORNEYS' FEES AND COSTS**

In the event of any litigation arising out of or with respect to this Agreement, the prevailing party will have the right to be paid all costs and expenses including, but not limited to, reasonable attorneys' fees, expert witness fees and all other costs, including all such costs with respect to any appellate proceedings.

**SECTION ELEVEN.  
INDEMNIFICATION**

To the fullest extent permitted by law, E'S CORNER DELI shall defend, indemnify and hold the City harmless from and against any and all claims, causes of action, liability, loss, damage, costs and expenses (including reasonable attorneys' fees) for injury to person or death or property damage arising out of or resulting from (i) E's CORNER DELI's use of the Subject Property; (ii) any failure by E's CORNER DELI to perform any obligation required herein; or (iii) arising out of or resulting from of E's CORNER DELI's breach of any provision of this Agreement.

**SECTION TWELVE.  
NOTICE**

All notices and other communications shall be in writing and shall be deemed properly served if delivered in person to the party to whom it is addressed two (2) days after deposit in the U. S. mail if sent postage prepaid by United States registered or certified mail, return receipt requested, addressed as follows:

All notices to the City of Rochelle shall be sent to:

City Manager  
City of Rochelle  
420 North 6<sup>th</sup> Street  
Rochelle, Illinois 61068

Peterson, Johnson & Murray-Chicago LLC  
Attn: Dominick Lanzito  
200 West Adams – Ste. 2125  
Chicago, Illinois 60606

All notices to E's CORNER DELI shall be sent to:

E's Corner Deli, Ltd.  
Attn: Erin Rittschof  
2519 S. Chamberlain Road  
Esmond, Illinois 60128

or to such other address as a Party may designate for itself by notice given from time to time to the other Party in the manner provided herein.

**SECTION THIRTEEN.  
BINDING EFFECT**

This Agreement shall be binding upon and inure to the benefit of the City and E's CORNER DELI and their respective successors and assigns.

**SECTION FOURTEEN.  
ENTIRE AGREEMENT**

This Agreement and the exhibits, if any, to this Agreement contain all the representations and the entire agreement between the parties with respect to the subject matter of this agreement. Any prior correspondence, memoranda or agreements are superseded in total by this Agreement and the exhibits to this Agreement. No party has relied on any representations, written or verbal, of any other party other than those express written representations made within this Agreement.

**SECTION FIFTEEN.  
EXHIBITS**

All exhibits attached hereto are incorporated by reference and made a part of this Agreement.

The parties have executed this agreement as of the day and year first above written.

THE CITY OF ROCHELLE, an Illinois  
municipality

\_\_\_\_\_

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

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

E's CORNER DELI, LTD., an Illinois corporation

By: \_\_\_\_\_  
Erin Rittschof, President and Authorized Agent