

COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
MARKHAM OFFICE

AGREEMENT FOR PRIVATE PROPERTY BUILDING
FACADE IMPROVEMENTS IN THE TAX INCREMENT
FINANCING DISTRICT OF THE CENTRAL BUSINESS
DISTRICT OF THE VILLAGE OF HOMEWOOD, ILLINOIS



This Agreement made and entered into this 18th day of JUNE, 2001, by and between Schramko Realty Holdings II LLC, hereinafter referred to as the "Owner", and the Village of Homewood, an Illinois Municipal Corporation, hereinafter referred to as the "Village". In exchange for the mutual promises and considerations set forth herein, the Owner and the Village agree as follows:

1. In furtherance of the rehabilitation and upgrading of a part of the Central Business District, the Village is willing to share in the cost of certain work, subject to the terms of this Agreement, at the premises commonly known as 18051 Harwood Avenue, Homewood, Illinois (the "Property"). The legal description of the property is attached hereto as Exhibit "A" and made a part hereof. The work to be performed (the "Work") is described in Exhibit "B" attached hereto and made a part hereof.
2. Upon execution of this Agreement, the Owner shall provide estimates for the work to be completed, which shall be submitted to the Village for its approval. The Owner shall execute an Agreement with the contractor to complete the work approved by the Village. The Owner shall furnish Village with an executed copy of that Agreement at that time. Upon approval of the Agreement by the Village, Owner may proceed with the work. All work to be performed by the contractor under the said agreement shall be subject to review for conformance to the Village Building Code and reviewed by the Village Building Inspector.
3. Upon completion of the Work and issuance of a certificate of completion in accordance with approved plans by the Village's building inspector, Village agrees to reimburse the Owner, from tax incremental financing funds, 50% of the cost of the eligible Work as defined in Exhibit "B".
4. Village's obligation to reimburse the Owner under this Agreement is subject to the following:
 - A. Owner shall furnish proof of ownership of the Property to the Village.
 - B. Owner shall furnish proof of release of liens from all subcontractors in connection with performance of the Work.
 - C. Any changes, additions, revisions or deletions to the plans and/or Construction Documents must be first approved by the Village in writing. Village shall have a minimum of two (2) business days to review any such requests from Owner. Any requests by Owner for an increase in construction costs in excess of 10% of the original contract price must be submitted to the Village Board of Trustees for approval. The Village shall not be responsible for any delay or additional costs incurred because of this submittal procedure.
 - D. Final construction shall comply with the approved plans, drawings and Construction Agreement, and Owner shall not permit any deviation without Village's written approval.

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- E. Village need not approve any requested change, addition, revision or deletion that increases costs or that changes the nature of the Work or substitutes material of inferior quality or lesser value.
 - F. Village shall not be obligated to make any payment under this Agreement if its building inspector declines to approve any portion of the Work or issue a certificate of completion. All such approvals shall not be unreasonably withheld.
5. The Village, and its employees are hereby given the right to enter upon the Property as necessary to review plans, and inspect construction and evaluate performance of the Work.
 6. Owner shall require all contractors performing the Work to provide Workmen's Compensation and liability insurance in amounts satisfactory to the Village, naming the Village, its elected officials, officers, and employees, and the Owner as additional insureds.
 7. The Owner shall require each contractor to indemnify and hold the Village harmless from all claims arising out of this Agreement that are the result of the Owner's or the contractor's negligence, including claims for personal injury, wrongful death and property damage. Owner agrees to indemnify and hold the Village and the contractor harmless from all such claims arising out of this Agreement that are a result of the Owner's negligence or willful and wanton conduct.
 8. Upon completion of the Work, the Owner shall be responsible for maintenance of the property, and agrees to maintain the Work in a state of good repair and in a clean and safe manner in compliance with all applicable Village codes and ordinances.
 9. Owner understands that the Work being done under this Agreement in the Central Business District is intended to coordinate numerous private properties into a central design theme, and that the design theme could be substantially disrupted should the Owner alter the exterior appearance of the Property without review and approval by the Village. Therefore, once the Work is completed, neither the owner nor anyone on the Owner's behalf shall alter any portion of the facade of the building, including signage, without prior written approval from the Village.
 10. The Village shall establish a procedure whereby both minor and major exterior alterations may be reviewed and evaluated. Minor exterior alterations include, but are not limited to, changing a sign face and repainting the building exterior. Requests for minor exterior alterations may be approved, in writing, by the Village Manager or other person authorized by the Village Board. Major exterior alterations include, but are not limited to, a change in facade materials, modifications of storefront structural features, modification of window types and sizes, and relocation of a building entrance. Requests for major exterior alterations shall be approved by the Village Board. The central design theme established for the Central Business District shall be used in reviewing and evaluating proposed exterior alterations.
 11. This Agreement shall be recorded by the Village and is intended to be and shall be binding on the Owner and future owners of the Property. The Owner and future owners shall refer to this Agreement in future leases, and require future tenants to abide by its terms.

12. Should either party be in default under this Agreement, the other shall give written notice of such default by certified mail with postage prepaid, or by hand delivery. Notice by certified mail shall be considered given when deposited in the United States mail with postage prepaid. Should such default remain uncured twenty-one (21) days after the giving of such notice, then the party not in default shall have the right to terminate this Agreement by giving written notice of such termination in the same manner and under the same terms as the giving of notice of default hereunder. Either party may also seek to enforce its rights under this Agreement as authorized by law.

13. Notices under this Agreement shall be sent as follows:

<u>To the Village:</u>	<u>With a copy to:</u>	<u>To the Owner:</u>	<u>With a copy to:</u>
Village Manager	Walter D. Cummings	Schramko Realty Holdings II LLC	
Village of Homewood	Village Attorney	Christopher Schramko	
2020 Chestnut Road	Cummings & Duda, Ltd.	40 East Hinsdale Avenue	
Homewood, IL 60430	18027 Harwood Ave.	Hinsdale Illinois 60521	
	Homewood, IL 60430		

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

VILLAGE OF HOMEWOOD

By: [Signature]
Village President

ATTEST:

[Signature]
Village Clerk

OWNER:

[Signature]

WITNESS:

[Signature]



EXHIBIT "A"

Lots 4 and 5 in Block "A" in the Village of Hartford, otherwise Homewood, being a subdivision of the Northeast Quarter of the Southwest Quarter of Section 31, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As: 18051 Harwood Avenue
Homewood, IL 60430

Permanent Index Nos.: 29-31-310-003-0000
29-31-310-004-0000

Property of Cook County Clerk's Office

**Starbucks Coffee Company
Homewood, IL**

MJA

Site Work Bid Summary

6/6/01

<u>Category</u>	<u>Hagge</u>	<u>Van Dyke</u>	<u>RCS</u>	<u>Village Reimb.</u>
Landscape	\$ -	\$ 8,940.00	\$ 9,240.00	\$ 4,620.00
Demo/ Excavation	\$ 8,499.00	\$ 6,860.00	\$ 5,800.00	\$ -
Paving/ Sealcoating	\$ 21,735.00	\$ 19,460.00	\$ 13,142.00	\$ 6,571.00
Site Electrical	\$ 13,795.00	\$ 4,100.00	\$ -	\$ -
Exterior Lighting*	\$ 13,795.00	\$ -	\$ 8,200.00	\$ 4,100.00
Trash Enclosure**	\$ 11,194.00	\$ 7,860.00	\$ 7,420.00	\$ -
Exterior Paint	\$ 7,677.00	\$ 6,600.00	\$ 6,360.00	\$ 3,180.00
Patio	\$ 2,600.00	\$ 3,210.00	\$ 6,125.00	\$ 3,062.00
Concrete	<u>\$ 11,157.00</u>	<u>\$ 22,520.00</u>	<u>\$ 21,634.00</u>	\$ -
BID TOTAL	\$ 90,442.00	\$ 79,550.00	\$ 77,921.00	
Signage			\$ 35,000.00	\$ 17,500.00
Architect's Fees***			\$ 28,000.00	<u>\$ 7,200.00</u>
TOTAL REQUESTED REIMBURSEMENT				\$ 46,233.00

* New item added which included upgrading exterior fascia lighting.

** Amount requested is 50% of the increase for Masonry over Fenced version.

*** Architect Fee includes \$3K of Architectural, All Civil Fees.

Property of Cook County Clerk's Office

PREPARED BY &
MAILED TO:
WALTER D. CUMMINGS

Cummings & Duda, Ltd.
18027 Harwood Ave.
Homewood, IL 60430-1784

