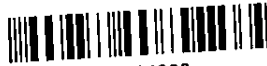


COOK COUNTY

RECORDED



0030004339

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 19th day of MAY, 1994 1994, by and between GREATER S. SUB. ASSOCIATION OF REALTORS, 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 2028 ELM, 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, Village shall cause its architect to prepare a Design Concept Conformance Drawing which shall be submitted to the Owner for its approval. Upon approval of that drawing, Village shall prepare Construction Documents. Upon approval of said Construction Documents, the Owner shall secure and submit a proposed Construction Bid Agreement to the Village for its approval. Upon approval of the said Construction Agreement by the Village, Owner may execute the Construction Agreement and begin the Work. Owner shall furnish Village with an executed copy of the Construction Agreement at that time. All work to be performed by the contractor under the said Construction Agreement shall be subject to review for conformance to the Construction Documents by the Village's architect.

3. Upon completion of the Work and issuance of a certificate of completion in accordance with approved plans by the Village's architect, Village agrees to reimburse the Owner, from tax incremental financing funds, 50% of the cost incurred by the Owner for preparation of construction drawings and plans and 50% of the cost of the Work. Owner shall be responsible for 50% of the costs incurred by the Village for construction management and inspection performed by the Village or its representatives and also 50% of the costs and expenses of the Village architect incurred in connection with this project. These payments shall be reimbursed to the Village by applying them as credits against funds to be paid to Owner under this agreement.

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.

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- 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.
- 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. The Village architect's decision in these matters shall be final and binding on both parties.
- F. Village shall not be obligated to make any payment under this agreement if its architect 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, its representatives and architect are hereby given the right to enter upon the Property as necessary to review plans, inspect and manage 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 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.

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, modification of storefront structural features, modification of window types and sizes and relocation of a building entrance. Requests for major exterior alterations shall be first reviewed by the Appearance Commission who will then make a recommendation to 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:

To the Village:

Michael Scholefield
Village Manager
Village of Homewood
2020 Chestnut Road
Homewood, Illinois 60430

With a copy to:

Walter D. Cummings
Village Attorney
WALTER D. CUMMINGS, LTD.
18027 Harwood Avenue
Homewood, Illinois 60430

To the Owner:

With a copy to:

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]
DEPUTY Village Clerk

[Signature]
owner

WITNESS:

[Signature]

EXHIBIT "A"

Legal Description:

Parcel 1: The Southerly 75 feet of Lot 6 and the Westerly 21 feet of the Southerly 75 feet of Lot 7 in Block "D" in the Village of Hartford, a Subdivision of the N.E. ¼ of the S.W. ¼ of Section 31, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: The South ½ of Lot 3 and all of Lot 4 in Block "D" in the Village of Hartford, a Subdivision of the N.E. ¼ of the S.W. ¼ of Section 31, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Nos.: 29-31-303-003-0000
29-31-303-009-0000

Commonly Known As: 1028 Elm
Homewood, IL 60430

Property of Cook County Clerk's Office



Village of Homewood

2020 CHESTNUT ROAD
HOMEWOOD, ILLINOIS 60430-1776
708-798-3000

VILLAGE OF HOMEWOOD FACADE IMPROVEMENT PROGRAM

Applicant/Building Owner GREATER SOUTH SUBURBAN ASSOCIATION OF REALTORS® Phone No.: 799-6500/798-6500

Applicant Address 2028 ELM ROAD HOMEWOOD, ILLINOIS 60430

Subject Building Address 2028 ELM ROAD HOMEWOOD, ILLINOIS 60430

Building Use:	Retail	_____	No. of Tenants	_____
	Office	<u>X</u> _____		
	Restaurant	_____		
	Residential	_____	No. of Apts.	_____
	Other	_____		

DESCRIBE PRELIMINARY SCOPE OF WORK FOR FACADE REHABILITATION/IMPROVEMENT:

Note - Contract limit of facade program is inside face of facade; no interior finishes, fixtures or remodeling to be included.

REHABILITATE THE EXTERIOR OF THE BUILDING WHICH WOULD INCLUDE REPLACEMENT OF
WINDOWS AND LANDSCAPING AS WELL AS THE UPGRADE OF THE FACADE AND PARKING LOT.

OWNER'S BUDGET (50% participation of total improvement costs incurred) = 30,000 x 2 = \$60,000
(Total Budget)

Please submit 1 copy of:

- X Current Plat of Survey
- X Photograph of building facade(s)

Involvement in the Facade Improvement Program implies that the Owner agrees to comply with all codes and ordinances including the American with Disabilities Act, The Village of Homewood Awning and Signage Guidelines and Design Guidelines; that the building conditions are in code compliance and that no building violations exist.

Susana Ekman
Signature
President GSAR

11/22/93
Date

Title

Bill Dardagan
331-2000
20-10 Com

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 3
 APPLICATION DATE: August 22, 1994
 PERIOD TO: August 22, 1994
 ARCHITECT'S PROJECT NO: 9111

A LINE ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H % (G + C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
	Architectural Drawings	2,000	2,000	0			2,000	100%	0	
	Carpentry	19,800	12,500	7,300			19,800	100%	0	
	Dryvit	7,000	0	7,000			7,000	100%	0	
	Fypon	4,950	0	4,950			4,950	100%	0	
	Awnings	1,080	0	1,080			1,080	100%	0	
	Painting	3,000	810	2,190			3,000	100%	0	
	Miscellaneous Permits Dumpsters Clean Up Supervision	4,200	1,200	3,200			4,200	100%	3,200	
	Roofing	1,200	0	1,200			1,200	100%	0	
	Overhead, Profit & Ins.	6,581	2,451	4,150			6,601	100%	0	
	TOTAL	49,811	18,761	31,070			49,831	100%	0	

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RETURN TO:

Walter D. Cummings, Esq.
Cummings & Duda, Ltd.
18027 Harwood Avenue
Homewood, Illinois 60430