

## **EXHIBIT B**

### **DOWNTOWN IMPROVEMENT AND RENOVATION GRANT PROGRAM AGREEMENT**

This Agreement is entered into this eighteenth day of April, 2019, by and between the Village of Lombard, Illinois, (hereinafter referred to as the "Village"), and Luxica Group (hereinafter referred to as "Applicant") doing business at 116 S. Main Street, Lombard, Illinois (said location being legally described on Exhibit "1" attached hereto and made part hereof – hereinafter referred to as the "Subject Property"), with personal property being secured at 116 S. Main Street, Lombard, Illinois. The Village and the Applicants are sometimes referred to herein collectively as the "Parties."

#### **WITNESSETH**

**WHEREAS**, the Village, pursuant to Sections 36.30 through 36.36 of the Lombard Village Code, has established a Downtown Improvement and Renovation Grant Program (hereinafter referred to as the "Program") and, as such, will provide grants to qualified business owners and property owners in the Eligible TIF Districts (as said term is defined in Section 36.31 of the Lombard Village Code) for exterior renovations; and

**WHEREAS**, the Program compliments and supports the Village's plans to maintain a quality Central Business District; and

**WHEREAS**, exterior renovations are desirable within the Central Business District and contribute to an economically strong Central Business District; a commercial area where the image, appearance, and environment encourage the attraction of shoppers; and

**WHEREAS**, the Applicants wish to participate in this Program for proposed exterior renovations to be located at 116 S. Main Street, Lombard, Illinois; Program Application No.: **19-01**; with said exterior renovations being more specifically described in Exhibit "2" attached hereto and made part hereof (hereinafter referred to as the "Project");

**NOW, THEREFORE**, in consideration of the foregoing, and other good and valuable consideration, the receipt of which is hereby acknowledged by the Parties hereto, the Parties agree as follows:

**SECTION 1:** The Village shall provide the Applicants with a grant under the Program in an amount not to exceed fifty thousand eight hundred and 00/100 dollars (\$50,800.00), (hereinafter referred to as the "Grant"). Such Grant shall be available to the Applicants upon the authorization of the Village's Director of Community Development, and after the Applicants has constructed the Project, and complied with the provisions of this Agreement and Sections 36.30 through 36.36 of the Lombard Village Code, as well as paid for the Project. The maximum amount of the Grant, as set forth above, is based upon the Applicants expending no less than one hundred and three thousand and three hundred and fifty and 00/100 dollars (\$103,350.00) in relation to the Project. In the event that the Applicant expenditures for the Project are less, the

Grant shall be reduced such that the maximum amount of the Grant shall not exceed fifty percent (50%) of the amount expended by the Applicant in relation to the Project.

**SECTION 2:** The Applicant shall undertake the following in connection with the Project:

- a. Permits must be applied for and received for applicable work.
- b. Before the grant can be paid out, the applicant will submit a final receipt (showing the project is paid in full), waivers of lien from the contractors, and an IRS W-9 (provided by staff).
- c. That the applicant/property owner shall not apply for a vacancy exemption from the York Township Assessor.
- d. Work covered by the grant request must be complete within one year from the date of approval by the Village Board of Trustees.

**SECTION 3:** Upon completion of the Project, the Applicants shall maintain the Subject Property and the business located thereon in accordance with all applicable federal, state and local laws, rules and regulations.

**SECTION 4:** The Applicants hereby consent to the recording of this Agreement to serve as notice to future purchasers, assigns, estate representatives, mortgagees, and all other interested persons of the conditions outlined in this Agreement.

**SECTION 5:** In the event the Village terminates this Agreement as a result of the Applicants failing to comply with any of the terms of this Agreement, the Applicants shall be required to repay any amount of the Grant that has been disbursed by the Village. In the event said amount is not repaid, the Village shall have the right to record a lien against the Subject Property for said amount.

**SECTION 6:** This Agreement shall be binding upon the successors and assigns of the Parties hereto.

VILLAGE OF LOMBARD

  
By: Keith T. Giagnorio, Village President


  
Attest: Sharon Kuderna, Village Clerk

APPLICANTS



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Frank LaGambina



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Chris Czarnowski

STATE OF ILLINOIS        )  
  )SS  
COUNTY OF DUPAGE        )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO  
HEREBY CERTIFY that Keith T. Giagnorio, personally known to me to be the President of the  
Village of Lombard, and Sharon Kuderna, personally known to me to be the Village Clerk of  
said municipal corporation, and personally known to me to be the same persons whose names are  
subscribed to the foregoing instrument, appeared before me this day in person and severally  
acknowledged that as such President and Village Clerk, they signed and delivered the said  
instrument and caused the corporate seal of said municipal corporation to be affixed thereto,  
pursuant to authority given by the Board of Trustees of said municipal corporation, as their free  
and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for  
the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 18th day of April, 2019.

Commission expires \_\_\_\_\_ 20\_\_\_\_.



Karen I. Ellis  
Notary Public

STATE OF ILLINOIS        )  
  )SS  
COUNTY OF DUPAGE        )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO  
HEREBY CERTIFY that Frank LaGambina, personally known to me to be the same person  
whose names are subscribed to the foregoing instrument, appeared before me this day in person  
and severally acknowledged that they signed and delivered the said instrument, as their free and  
voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 17th day of April, 2019.

Commission expires March 6, 2022.

Karen S. Eelii  
Notary Public

STATE OF ILLINOIS )  
 )SS  
COUNTY OF DUPAGE )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO  
HEREBY CERTIFY that Chris Czarnowski, personally known to me to be the same person  
whose names are subscribed to the foregoing instrument, appeared before me this day in person  
and severally acknowledged that they signed and delivered the said instrument, as their free and  
voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 17<sup>th</sup> day of April, 2019.  
Commission expires \_\_\_\_\_, 20\_\_\_\_.



Janet L. Downer  
Notary Public

**EXHIBIT 1**  
**Legal Description**

PIN Number: 06-07-213-006

Common Address: 116 S. Main Street

**Legal Description:**

LOT 3 AND THE NORTH 25 FEET OF LOT 4 IN CAVERNO'S SUBDIVISION BEING A SUBDIVISION OF PART OF BLOCK 21 IN TOWN OF LOMBARD, A SUBDIVISION IN SECTIONS 5, 6, 7, 8, AND 18, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT SAID CAVERNO'S SUBDIVISION RECORDED MAY 17, 1912 AS DOCUMENT 108107, IN DUPAGE COUNTY ILLINOIS.

## **EXHIBIT 2**

The Community Development Department retains a copy of the submittal to the Economic and Community Development Committee. This submittal includes contractor's quotes and a description of the work to be completed. The Applicants propose to install exterior work, including accessibility improvements, and a new sign.