EXHIBIT B

DOWNTOWN IMPROVEMENT AND RENOVATION GRANT PROGRAM AGREEMENT

This Agreement is entered into this twenty first day of September, 2023, by and between the Village of Lombard, Illinois, (hereinafter referred to as the "Village"), and property owner UMJK Holdings LLC, signed by agent Usman "Sid" Siddiqui (hereinafter referred to as "Applicant") for the property at 10-12 S. Park Avenue, Lombard, Illinois (said location being legally described on Exhibit "1" attached hereto and made part hereof – hereinafter referred to as the "Subject Property"). The Village and the Applicant 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 Applicant wish to participate in this Program for proposed exterior renovations to be located at 10-12 South Park Avenue, Lombard, Illinois; with said exterior and accessibility 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 Applicant with a grant under the Program in an amount not to exceed fifty thousand dollars (\$50,000), (hereinafter referred to as the "Grant") for the proposed façade enhancements. Furthermore, the Village shall provide the Applicant an additional grant of up to eighteen thousand, one hundred dollars (\$18,100), pursuant to the Program for the proposed exterior accessibility improvements for the proposed exterior patio area (the cumulatively sum referred to as the "Grant").

Resolution No. 48-23 10-12 S. Park Avenue

Such Grant shall be available to the Applicant upon the authorization of the Village's Director of Community Development, and after the Applicant 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 Applicant expending no less than one hundred thousand and 00/100 dollars (\$100,000) on the proposed façade modifications as well as no less than thirty-six thousand, two hundred and 00/100 dollars (\$36,200) on the proposed exterior accessibility modifications for the proposed exterior patio area. In the event that the Applicant's 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:

- 1. Building permits must be received for the applicable work, with completion and passage of all required inspections.
- 2. Work shall be complete one year from the date of approval by the ECDC.
- Before the grant can be paid out, UMJK Holdings LLC shall submit a final receipt (showing the project is paid in full), waivers of lien from contractors, and an IRS W-9 form.
- 4. After the grant money is paid, UMJK Holdings LLC shall display the Village window sign acknowledging they received a grant.

SECTION 3: Upon completion of the Project, the Applicant 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 Applicant 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 Applicant failing to comply with any of the terms of this Agreement, the Applicant shall be required to repay any amount of the Grant that has been disbursed by the Village.

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

UMJK Holdings LLC/Usman "Sid" Siddiqui

VILLAGE OF LOMBARD

By: Keith T. Giagnoria, Village President

Attest: Alizabeth Brezinski, Village Clerk

APPLICANT

Resolution No.	
10-12 S. Park Ave	enue

VILLAGE OF LOMBARD

By: Keith T. Giagnorio, Village President

Attest: Elizabeth Brezinski, Village Clerk

APPLICANT

UMJK Holdings LLC/Usman "Sid" Siddiqui

Resolution No. 48-23
10-12 S. Park Avenue

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 Elizabeth Brezinski, 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 21st day of Sept., 2023.

Commission expires April , 2026.

OFFICIAL SEAL MONIKA RESZKA
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 4/1726

Notary Public

Resolution No.	
10-12 S. Park Avenue	
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 Usman "Sid" Siddiqui, 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 18th day of 5cp+, 2023.

Commission expires 02/03, 2024.

Ofga Covarubes
Notary Public

OFFICIAL SEAL
OLGA COVARRUBIAS
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/03/24

EXHIBIT 1

Legal Description

THAT PART OF BLOCK 1 IN BLOCK 19 IN TOWN OF LOMBARD, DESCRIBED AS COMMENCING IN THE EAST LINE OF SAID LOT, 29.16 FEET NORTH OF THE SOUTHEAST CORNER THEREOF, THE SAME BEING AT THE CENTER OF THE BRICK WALL, AS A POINT OF BEGINNING; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 1, 52.68 FEET TO THE JOINT IN THE BRICK WALL, FOLLOWING THE LOT; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 54.88 FEET TO A POINT INTERSECTING A STRAIGHT LINE DRAWN WESTERLY FROM THE POINT OF BEGINNING THROUGH THE CENTER OF THE BRICK WALL TO THE WEST LINE OF SAID LOT; THENCE EASTERLY IN A STRIAGHT LINE 87.57 FEET TO THE POINT OF BEGINNING, BEING 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 THEREOF RECORDED APRIL 23, 1868 AS DOCUMENT 9483 IN DUPAGE COUNTY, ILLINOIS.

PIN 06-07-209-013

ADDRESS: 10-12 SOUTH PARK AVENUE

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. As set forth in the attached building plans, The Applicant proposes to:

- Remove much of the east exterior wall and replacing it with a new frost wall and recessed glass exterior wall with two entrance doors;
- Exterior and stone and stucco cladding removal and replacement of a new brick finish and with metal soffit panels; and
- Demolition of and reconstruction of the existing concrete surface to provide for ADA accessibility into the building and which can also be utilized as a potential outside seating area, if sought by a future tenant.

The estimated façade enhancement component is \$124,550 and is grant eligible up to \$50,000 (i.e., 50% of the \$100,000 Program cap). The concrete accessibility accommodation cost is \$36,200, which makes this project component eligible for up to \$18,100.















