

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda

____ Resolution or Ordinance (Blue) ____ Waiver of First Requested
 X Recommendations of Boards, Commissions & Committees (Green)
____ Other Business (Pink)

TO : PRESIDENT AND BOARD OF TRUSTEES

FROM: Scott R. Niehaus, Village Manager

DATE : December 11, 2024 **(BOT) Date:** December 18, 2024

SUBJECT: 2-8 W. St Charles Road (Grove Tavern) First Amendment

SUBMITTED BY: William J. Heniff, AICP, Director of Community Development *WJH*

BACKGROUND/POLICY IMPLICATIONS:

At the November 11, 2024 Economic & Community Development Committee (ECDC) meeting, a request was introduced to amend the Village Board Resolution 49-23 which approved three grant awards for the Grove Tavern Restaurant project located at 2-8 W. St. Charles Road. The request was made to address timing issues relative to the grant request close out and the end of the Downtown Lombard Tax Increment Financing (TIF) District. While construction on the project, its full completion is not anticipated to occur by December 31, 2024. To that end the property owner requests and staff supports an amendment to the property approved Resolution to provide TIF grant funding based upon work completed by December 31, and utilizing provisions of the Downtown Grant Program (DGP) to pay for any previously approved grant award.

Please place this item on the December 19, 2024 Village Board agenda. The ECDC recommends approval of a First Amendment to Resolution 49-23 which would allow utilization of the Village's Economic Development Funds to pay for any project completion funds that otherwise could not be paid by the Downtown Lombard TIF District funding source.

Fiscal Impact/Funding Source:

Review (as necessary)

Finance Director _____ Date _____
Village Manager _____ Date _____



MEMORANDUM

TO: Scott R. Niehaus, Village Manager

FROM: William J. Heniff, AICP, Director of Community Development *WJH*

MEETING DATE: December 19, 2024

SUBJECT: **2-8 W. St. Charles Road (Grove Tavern): Resolution Amendment**

At the November 11, 2024 Economic & Community Development Committee (ECDC) meeting, a request was introduced to amend the Village Board Resolution 49-23 which approved three grant awards for the Grove Tavern Restaurant project located at 2-8 W. St. Charles Road. The request was made to address timing issues relative to the grant request close out and the end of the Downtown Lombard Tax Increment Financing (TIF) District. While construction continues on the project, its full completion is not anticipated to occur by December 31, 2024. To that end, the property owner requests and staff supports an amendment to the previously approved Resolution to provide TIF grant funding based upon work completed by December 31 and utilizing provisions of the Downtown Grant Program (DGP) to pay for any previously approved grant award.

Attached are the following items:

1. A project status update was provided by the property owner/grant recipient;
2. Resolution 49-23; and
3. A First Amendment to Resolution 49-23 which will allow for the Finance Department to utilize the DGP Economic Development funds if needed. This concept was unanimously approved by the ECDC at their meeting.

Please note that the grant funding structure or the amount that could be awarded would not change, only the internal funding source of the grant reimbursement.

Lastly, the original grant agreement had a construction completion timeline of one year from the approval of the grant approval. The Amendment would amend this condition to read ninety (90) days from approval of the First Amendment.

ACTION REQUESTED

Please place this item on the December 19 Village Board agenda. The ECDC recommends approval of a First Amendment to Resolution 49-23 which would allow utilization of the Village's Economic Development Funds to pay for any project completion funds that otherwise could not be paid by the Downtown Lombard TIF District funding source.

Status Report as of December 9, 2024, prepared by the Property Owner/Grant Recipient

I have attached an updated budget outlining what has been done and what will be completed by year end. I have also attached a breakdown of the expenses to date. I will also be sending a link to download the receipts and waivers to date as well as supporting documentation.

You will note that we fully intend to have expended funds to meet the grant requirements by year end. All that will be missing is an “occupancy permit” as there will be a few items that we will be working on into January.

Some specific updates.

The HVAC and kitchen make-up air and exhaust units were put on the roof last Friday. They should be hooked up over the next two weeks. First the HVAC this week and the kitchen equipment next week.

Door frames were installed over the weekend. The glass should be there by the end of week. The accordion windows should be installed by mid next week.

The above two items will fully “button-up” the building and allow us to work in earnest on the interior finishes. Of note is that we have already begun the interior work, framing out the walls.

Exterior wise, the wood trim accents will be installed over the next two weeks, as weather permits.

A few key items that will not be done prior to year end.

- The exterior stucco (West Elevation) and patio pad will need to wait until the spring at the latest (unless we get a break in the weather, as it requires a few days well above freezing to cure). That said though, the front exterior will be complete within two weeks so the façade facing St. Charles will be complete. Neither will prevent us from opening.
- The rear utility pole is scheduled to be moved in January (as well as upgraded power) which we will need to open for business.
- There will undoubtedly be interior finishes related to the bar and kitchen that will not be done until January as well. We will be working hard through the holidays to have a space we can use though.

I will also provide an additional update and receipt and waiver package over the next two weeks, evidencing the expenditure of funds as called for under the grant.

As always, thank you very much for your help.

Kindest Regards,

George Garifalis



MEMORANDUM

TO: Trustee Anthony Puccio, Chairperson
Economic and Community Development Committee

FROM: William J. Heniff, AICP, Director of Community Development

MEETING DATE: November 11, 2024

SUBJECT: **2-8 W. St. Charles Road (Grove Tavern): Three Grants (Possible Resolution Amendment)**

On September 21, 2023 and after due consideration by the ECDC, the Village Board approved the attached Resolution 49-23 which approved three grant applications by the owner of the 2-8 W. St. Charles Road property (10 W. St. Charles LLC/George Garifalis), and on behalf of the existing proposed/tenant for the properties at 2-8 W. St. Charles Road (Egg House):

1. A Downtown Renovation and Improvement Grant (Façade Grant) of up to \$50,000 for the proposed façade modifications and related eligible components.
2. A Restaurant Forgivable Loan of up to \$100,000 for the proposed tenant modification and build out of the existing vacant building at 6 West. St. Charles and ancillary and related tenant modifications in the 2 West St. Charles restaurant space.
3. A Downtown Retail Business Grant of up to \$20,000 for the proposed tenant modification and outside capital improvements.

As the ECDC members are aware, the Village approved building permits to provide for the proposed expansion project which includes the following components:

- a complete renovation of the 6 W. St. Charles Road building to accommodate the dinner restaurant component;
- connecting the building to the adjacent 2 W. St. Charles building via a to be created access/egress door to allow for additional seating, access to reconfigured restrooms and use of the existing Egg House Kitchen food preparation infrastructure by their staff; and
- providing for an outdoor patio seating/dining area.

Work continues on the project and the owner provided the attached schedule of work as well as the following construction notes:

- The roof will be fully completed within 10 days (i.e., November 15).
- The windows and doors were ordered.
- The furniture and equipment was ordered.

- The plumbing and electrical work is in process.
- Owner's contractors will then pour the concrete flooring later in November. The target is to button up the building heading into December to let the carpentry and detail work begin in earnest.

The reason this item is being placed upon the ECDC agenda is to address timing issues relative to the grant request close out and the end of the Downtown Lombard Tax Increment Financing (TIF) District. In order for the Village to release TIF funds, and per Village Policies, the work must be completed, submittals of final construction costs, paid invoices and waivers of lien have to be submitted and approved by Village staff. Based upon ongoing discussions with the owner, work is continuing but there are possibilities that all work may not be completed by December 31, 2024.

The owner's goal is to get as much done as possible and with a possibility of having the project completed. Given the amount of work done to date and which will occur over the next seven weeks, Village staff has been reviewing some possible contingencies to address a scenario in which completion does not occur by December 31, 2024. Rather than simply stating that as the project was not done, no funds are available, Community Development and Finance staff have been discussing the possibility of providing some TIF grant funding based upon work completed by a specified 2024 date and utilizing provisions of the Downtown Grant Program/Economic Development Funds to pay for any other previously approved grant funds. While this could theoretically be accomplished by staff, the approved Resolution 49-23 (attached) specifically stated that the Downtown Lombard TIF Grant would be the funding source. So given this possibility, an amendment to the approved Resolution is contemplated.

Please note that the grant funding structure or the amount that could be awarded would not change, only the funding source of the grant reimbursement.

ACTION REQUESTED

This item is being placed on the November 11 ECDC agenda. Staff is seeking direction and concurrence by the ECDC that, if necessary, staff shall prepare a First Amendment to Resolution 49-23 which would allow utilization of the Village's Economic Development Funds to pay for any project completion funds that otherwise could not be paid by the Downtown Lombard TIF District funding source.

RESOLUTION

R 49-23

A RESOLUTION APPROVING A DOWNTOWN RESTAURANT FORGIVABLE LOAN, A DOWNTOWN RETAIL BUSINESS GRANT AND A DOWNTOWN RENOVATION AND IMPROVEMENT GRANT FOR THE PROPERTY COMMONLY KNOWN AS 2-8 W. ST. CHARLES ROAD

WHEREAS, the Village of Lombard (the "Village") disburses funds for the Downtown Restaurant Forgivable Loan Program, the Downtown Retail Business Grant and the Downtown Renovation and Improvement Grant (the "Programs") under the authority of the Village Board of Trustees, and will provide monetary grants to qualified property owners in the Lombard Downtown Tax Increment Financing (TIF) District to enhance and improve buildings and parking areas; and,

WHEREAS, property owner 10 W. St. Charles LLC (the "Applicant"), desires to participate in these Programs for interior and exterior renovations to the building (the "Project") located at 2-8 W. St. Charles Road, Lombard, Illinois (the "Subject Properties") and,

WHEREAS, the Project shall consist of those renovations on the Subject Properties as set forth on Exhibit "A" attached hereto and made part hereof; and,

WHEREAS, the Project will complement and support the Village's plans to maintain a quality Central Business District;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DUPAGE COUNTY, ILLINOIS, as follows:

SECTION 1: That the Village shall provide the Applicant with the following:

1. A Downtown Renovation and Improvement Grant of up to \$50,000 for the proposed façade modifications and related eligible components; and
2. A Restaurant Forgivable Loan of up to \$100,000 and a Downtown Retail Business Grant of up to \$20,000 for the proposed tenant modification and build out of the existing vacant building at 6 W. St. Charles Road and related tenant modifications in the 2 West St. Charles restaurant space.

Such funding shall be available to the Applicant upon the authorization of the Village's Director of Community Development, after receipt of satisfactory evidence that the Project components have been completed, and that the Applicant has paid all invoices for labor and materials in connection therewith.

SECTION 2: The Applicant, as well as any subsequent business or property owner, will perform the following obligations 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.
3. Before the grant can be paid out, 10 W. St. Charles Road LLC shall submit a final receipt (showing the project is paid in full), waivers of lien from contractors, and an IRS W-9 form. The Village shall pay out to the grant recipient based upon the grant parameters limitations set forth within the respective Policies.
4. After the grant funds are paid, 10 W. St. Charles Road LLC shall display the Village window sign acknowledging they received a grant.

SECTION 3: The Applicant, and any subsequent business or property owner, shall be required to maintain the subject Property in accordance with all Village codes and ordinances, and obtain all necessary licenses and permits required relative thereto.

SECTION 4: That the Program Agreement, relative to the Project, attached hereto as Exhibit "B" and made part hereof is hereby approved (the "Agreement")

SECTION 5: That the Owner agrees that the Agreement may be duly recorded against the subject Property, to serve as notice upon future purchasers, assigns, estate representatives, mortgages, and all other interested persons of the conditions outlined in the Agreement.

SECTION 6: The Village may terminate the Agreement if the Applicant or Owner, or any subsequent business or property owner, fails to comply with any of the terms of the Agreement. In the event of termination, the Owner shall be required to repay any amount of the Grant disbursed.

Resolution No. 49-23
2-8 W. St. Charles Road

SECTION 7: That the Village President and Village Clerk are hereby authorized and directed to sign, on behalf of the Village of Lombard, the Agreement attached hereto as Exhibit "B".

Adopted this 21st day of September 2023, pursuant to a roll call vote as follows:

Ayes: Trustee LaVaque, Dudek, Puccio, Honig, and Bachner

Nays: None

Absent: Trustee Militello

Approved by me this 21st day of September 2023.


Keith T. Giagnorio
Village President

ATTEST:

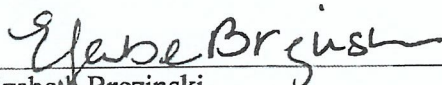

Elizabeth Brezinski
Village Clerk

EXHIBIT A
Legal Description

2 W. ST. CHARLES ROAD (06-07-206-042)

LOT 2 AND THAT PART OF LOT 3, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF ST. CHARLES ROAD (FORMERLY LAKE STREET) 65.0 FEET EASTERLY FROM THE SOUTHEAST CORNER OF LOT 5 IN BLOCK 11; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID LOT 5, 68.0 FEET, MORE OR LESS TO THE SOUTH LINE OF THE SOUTH 36.0 FEET OF THE NORTH 76.0 FEET OF SAID LOT 3; THENCE EAST ALONG THE SOUTH LINE OF SAID SOUTH 36.0 FEET OF THE NORTH 76.0 FEET OF LOT 3 TO THE EAST LINE OF SAID LOT 3 (BEING THE WEST LINE OF MAIN STREET); THENCE SOUTH ALONG THE EAST LINE OF LOT 3, 30.0 FEET, PREPARED BY THE NORTHWESTERLY CORNER OF SAID LOT 2; THENCE SOUTHERLY ALONG THE WEST LINE OF LOT 2, 35.0 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 2 (BEING THE NORTH LINE OF ST. CHARLES ROAD) (FORMERLY LAKE STREET); THENCE WESTERLY ALONG THE NORTH LINE OF ST. CHARLES ROAD, 39-28 FEET TO THE PLACE OF BEGINNING (EXCEPTING THE WESTERLY 20.5 FEET OF SAID PART OF LOT 3 AFORESAID) IN BLOCK 11 IN THE TOWN OF LOMBARD, BEING A SUBDIVISION OF PART OF SECTION 5 TO 18, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS, ALSO

6 WEST ST. CHARLES ROAD (06-07-206-022)

THE WESTERLY 20.5 FEET OF THE PART OF LOT 3 IN BLOCK 11 OF THE PLAT OF THE TOWN OF LOMBARD DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF LAKE STREET 65 FEET EASTERLY FROM THE SOUTHEAST CORNER OF LOT 5 IN SAID BLOCK 11; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID LOT 5, 70 FEET; THENCE EASTERLY IN A STRAIGHT LINE TO A POINT ON THE WEST LINE OF MAIN STREET, 22 FEET NORTHERLY FROM THE NORTHEASTERLY CORNER OF LOT 2 IN SAID BLOCK; THENCE SOUTH ALONG THE WEST LINE OF MAIN STREET, 22 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 2; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT, 23 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 2; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 2, 35 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 2 AND THE NORTH LINE OF LAKE STREET; THENCE WESTERLY ALONG THE NORTHERLY LINE OF LAKE STREET 39-28 FEET TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS; ALSO

8 W. ST. CHARLES ROAD (06-07-206-032)

THE SOUTH 36.0 FEET OF THE NORTH 76.0 FEET OF LOTS 3 AND 4 AND THE SOUTH 36.0 FEET OF THE NORTH 76.0 FEET OF THAT PART OF LOT 5 (BEING 20.0 FEET MORE OR LESS) LYING EAST OF THE EAST LINE OF THE PROPERTY DESCRIBED IN THE WARRANTY DEED FROM JOSEPH B. HULL TO ISAAC CLAFLIN AND RECORDED OCTOBER 121, 1869, AS DOCUMENT 11925 (EXCEPTING THEREFROM THAT PART THEREOF FALLING IN THE FOLLOWING DESCRIBED TRACT, TO-WIT: BEGINNING ON THE SOUTH LINE OF SAID LOT 4, 5.0 FEET EAST OF THE SOUTHWEST CORNER

Resolution No. 49-23
2-8 W. St. Charles Road

THEREOF; ALONG AN OLD FENCE LINE) 5.0 FEET; THENCE EASTERLY PARALLEL WITH THE SOUTH LINE OF SAID LOTS (BEING ALONG AN OLD FENCE LINE) 35.0 FEET; THENCE SOUTHERLY PARALLEL WITH THE WES LINE OF SAID LOT 3 (BEING ALONG AN OLD FENCE LINE) 70.0 FEET TO THE SOUTH LINE OF SAID BLOCK; THENCE WESTERLY ALONG SAID SOUTH LINE 60.0 FEET TO THE PLACE OF BEGINNING (AND BEING THE SAME PROPERTY AS DESCRIBED IN QUIT CLAIM DEED FROM GEORGE H. FISCHER AND WIFE, TO MARY S. OTT AND MAY OTT RECORDED APRIL 18, 1930, AS DOCUMENT 296170) IN BLOCK 11 IN THE TOWN OF LOMBARD, BEING A SUBDIVISION OF PART OF SECTIONS 5 TO 8 AND 18, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

EXHIBIT B

DOWNTOWN RESTAURANT FORGIVABLE LOAN PROGRAM AGREEMENT

This Downtown Restaurant Forgivable Loan Program (hereinafter referred to as the "Agreement") Agreement is entered into this 21st day of September, 2023, by and between the Village of Lombard, Illinois, (hereinafter referred to as the "Village"), and property owner 10 W. St. Charles LLC (hereinafter referred to as "Applicant"), for the property located at 2-8 W. St. Charles Road, Lombard, Illinois (said location being legally described on Exhibit "1" attached hereto and made part hereof – hereinafter referred to as the "Subject Property").

WITNESSETH

WHEREAS, the Village, pursuant to Chapter 36 of the Lombard Village Code, has established a Downtown Restaurant Forgivable Loan, Downtown Retail Business Grant and Downtown Renovation and Improvement Grant Programs (hereinafter referred to as the "Programs"), and, as such, will provide assistance to qualified business owners and property owners in the Eligible TIF Districts (as said term is defined in Section 36.51 of the Lombard Village Code) for selected interior and exterior renovations; and

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

WHEREAS, interior 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 desires to participate in the Programs, for proposed renovations at the Subject Property; with said 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 the following not to exceed amounts (hereinafter referred to as the "Grants").

1. A Downtown Renovation and Improvement Grant (Façade Grant) of up to \$50,000 for the proposed façade modifications and related eligible components.

2. A Restaurant Forgivable Loan of up to \$100,000 for the proposed tenant modification and build-out of the existing vacant building at 6 West. St. Charles and ancillary and related tenant modifications in the 2 West St. Charles restaurant space.
3. A Downtown Retail Business Grant of up to \$20,000 for the proposed tenant modification and outside capital improvements.

Such Grants shall be available to the Applicant, upon the authorization of the Village's Director of Community Development, after the Applicant has constructed the Project, complied with the provisions of this Agreement and Chapter 36 of the Lombard Village Code, and has paid for the Project.

The maximum amount of the Downtown Renovation and Improvement Grant, as set forth above, is based upon the Applicant expending no less than one hundred thousand and 00/100 dollars (\$100,000.00) in eligible costs relation to the Project. If 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 one-half (1/2) of the amount expended by the Applicant in relation to the Project.

The maximum amount of the Restaurant Forgivable Loan, as set forth above, is based upon the Applicant expending no less than three hundred thousand and 00/100 dollars (\$300,000.00) in eligible costs in relation to the Project. If 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 one-third (1/3) of the amount expended by the Applicant in relation to the Project.

The maximum amount of the Downtown Retail Business Grant, as set forth above, is based upon the Applicant expending no less than forty thousand and 00/100 dollars (\$40,000.00) in eligible costs in relation to the Project. If 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 one-half (1/2) 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:

4. Building permits must be received for the applicable work, with completion and passage of all required inspections.
5. Work shall be complete one year from the date of approval by the ECDC.
6. Before the grant can be paid out, 10 W. St. Charles Road LLC shall submit a final receipt (showing the project is paid in full), waivers of lien from contractors, and

an IRS W-9 form. The Village shall pay out to the grant recipient based upon the grant parameters limitations set forth within the respective Policies.

7. After the grant funds are paid, 10 W. St. Charles Road 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 Owner hereby consents 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: The Owner hereby agrees to be bound by the lien conditions set forth in Section 36.55 of the Lombard Village Code, which are incorporated herein by reference as if set forth in full herein, including, but not limited to, the condition that, upon disbursement of the Restaurant Forgivable Loan funds by the Village, no business, other than a restaurant, may operate at the subject Property for a period of ten (10) years from the recording of the lien referenced in said Section 36.55 of the Lombard Village Code, without the consent of the Village.

SECTION 6: In the event the Village terminates this Agreement as a result of the Applicant or Owner failing to comply with any of the terms of this Agreement, the Applicant and/or Owner 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 within thirty (30) days of the Village's written demand for repayment, interest shall accrue at a rate of two percent (2%) per month on the unpaid amount due until the amount due is paid in full, and the Village shall have the right to record a lien against the Subject Property for said amount, and foreclose upon said lien in the same manner as in regard to a mortgage.

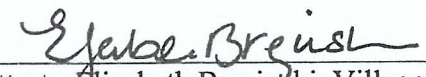
SECTION 7: The Applicant and Owner agree not to substantially change the use of the business or interior space for which the Grant was received for a period of not less than ten (10) years from the date the Agreement was executed.

SECTION 8: This Agreement shall be binding upon the successors and assigns of the Parties hereto.

Resolution No. 49-23
2-8 W. St. Charles Road

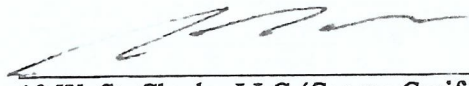
VILLAGE OF LOMBARD


By: Keith T. Giagnorio, Village President


Attest: Elizabeth Brezinski, Village Clerk

Resolution No. _____
2-8 W. St. Charles Road

APPLICANT/OWNER



10 W. St. Charles LLC (George Garifalis)

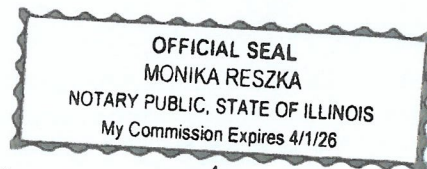
Resolution No. 49-23
2-8 W. St. Charles Road

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 1, 2026.



Monika Reszka
Notary Public

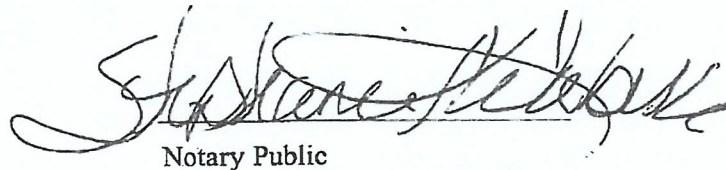
Resolution No. _____
2-8 W. St. Charles Road

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 George Garifalis, agent of 10 W St. Charles LLC, personally
known to me to be the owners of the subject Property, as referenced in the foregoing
Agreement, and the same person whose name is subscribed to the foregoing instrument,
appeared before me this day in person and severally acknowledged that he signed and
delivered the said instrument, as his free and voluntary act, for the uses and purposes
therein set forth.

GIVEN under my hand and official seal, this 15th day of Sept, 2023.

Commission expires 4/16/26, 2026.


Notary Public

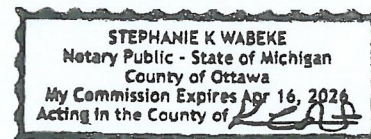
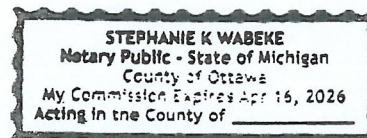


EXHIBIT 1
Legal Description

2 W. ST. CHARLES ROAD (06-07-206-042)

LOT 2 AND THAT PART OF LOT 3, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF ST. CHARLES ROAD (FORMERLY LAKE STREET) 65.0 FEET EASTERLY FROM THE SOUTHEAST CORNER OF LOT 5 IN BLOCK 11; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID LOT 5, 68.0 FEET, MORE OR LESS TO THE SOUTH LINE OF THE SOUTH 36.0 FEET OF THE NORTH 76.0 FEET OF SAID LOT 3; THENCE EAST ALONG THE SOUTH LINE OF SAID SOUTH 36.0 FEET OF THE NORTH 76.0 FEET OF LOT 3 TO THE EAST LINE OF SAID LOT 3 (BEING THE WEST LINE OF MAIN STREET); THENCE SOUTH ALONG THE EAST LINE OF LOT 3, 30.0 FEET, PREPARED TO THE NORTHWESTERLY CORNER OF SAID LOT 2; THENCE SOUTHERLY ALONG THE WEST LINE OF LOT 2, 35.0 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 2 (BEING THE NORTH LINE OF ST. CHARLES ROAD) (FORMERLY LAKE STREET); THENCE WESTERLY ALONG THE NORTH LINE OF ST. CHARLES ROAD, 39-28 FEET TO THE PLACE OF BEGINNING (EXCEPTING THE WESTERLY 20-5 FEET OF SAID PART OF LOT 3 AFORESAID) IN BLOCK 11 IN THE TOWN OF LOMBARD, BEING A SUBDIVISION OF PART OF SECTION 5 TO 18, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS, ALSO

6 WEST ST. CHARLES ROAD (06-07-206-022)

THE WESTERLY 20.5 FEET OF THE PART OF LOT 3 IN BLOCK 11 OF THE PLAT OF THE TOWN OF LOMBARD DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF LAKE STREET 65 FEET EASTERLY FROM THE SOUTHEAST CORNER OF LOT 5 IN SAID BLOCK 11; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID LOT 5, 70 FEET; THENCE EASTERLY IN A STRAIGHT LINE TO A POINT ON THE WEST LINE OF MAIN STREET, 22 FEET NORTHERLY FROM THE NORTHEASTERLY CORNER OF LOT 2 IN SAID BLOCK; THENCE SOUTH ALONG THE WEST LINE OF MAIN STREET, 22 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 2; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT, 23 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 2; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 2, 35 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 2 AND THE NORTH LINE OF LAKE STREET; THENCE WESTERLY ALONG THE NORTHERLY LINE OF LAKE STREET 39-28 FEET TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS; ALSO

8 W. ST. CHARLES ROAD (06-07-206-032)

THE SOUTH 36.0 FEET OF THE NORTH 76.0 FEET OF LOTS 3 AND 4 AND THE SOUTH 36.0 FEET OF THE NORTH 76.0 FEET OF THAT PART OF LOT 5 (BEING 20.0 FEET MORE OR LESS) LYING EAST OF THE EAST LINE OF THE PROPERTY DESCRIBED IN THE WARRANTY DEED FROM JOSEPH B. HULL TO ISAAC CLAFLIN AND RECORDED OCTOBER 121, 1869, AS DOCUMENT 11925 (EXCEPTING THEREFROM THAT PART THEREOF FALLING IN THE FOLLOWING DESCRIBED TRACT, TO-WIT: BEGINNING ON THE SOUTH LINE OF SAID LOT 4, 5.0 FEET EAST OF THE SOUTHWEST CORNER

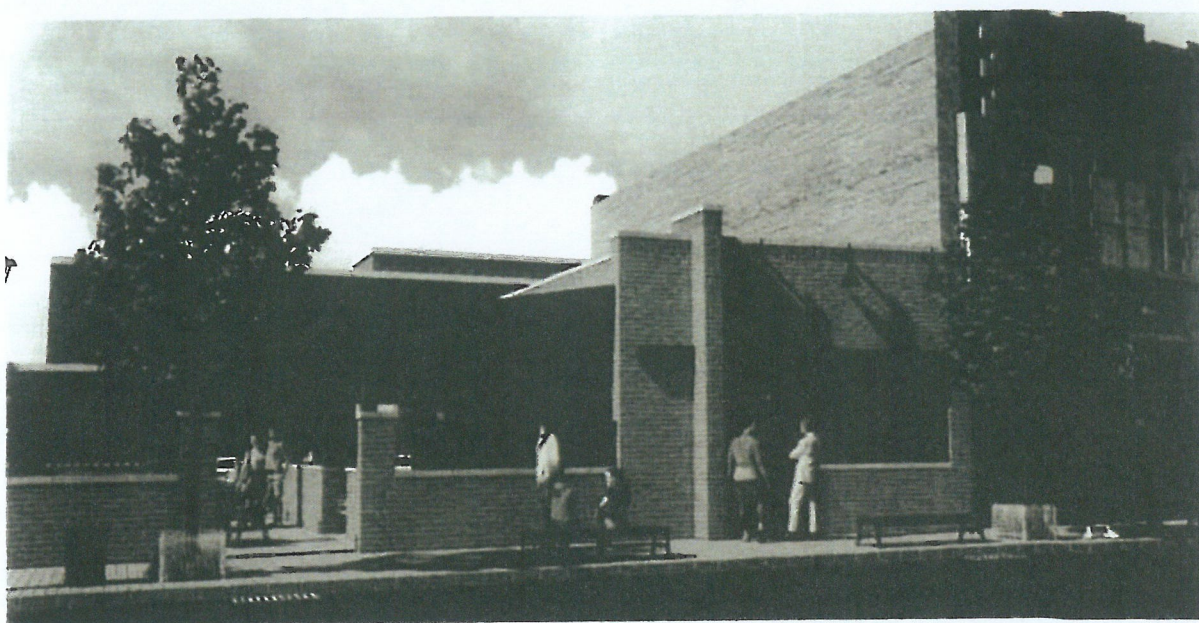
Resolution No. 49-23
2-8 W. St. Charles Road

THEREOF; ALONG AN OLD FENCE LINE) 5.0 FEET; THENCE EASTERLY PARALLEL WITH THE SOUTH LINE OF SAID LOTS (BEING ALONG AN OLD FENCE LINE) 35.0 FEET; THENCE SOUTHERLY PARALLEL WITH THE WEST LINE OF SAID LOT 3 (BEING ALONG AN OLD FENCE LINE) 70.0 FEET TO THE SOUTH LINE OF SAID BLOCK; THENCE WESTERLY ALONG SAID SOUTH LINE 60.0 FEET TO THE PLACE OF BEGINNING (AND BEING THE SAME PROPERTY AS DESCRIBED IN QUIT CLAIM DEED FROM GEORGE H. FISCHER AND WIFE, TO MARY S. OTT AND MAY OTT RECORDED APRIL 18, 1930, AS DOCUMENT 296170) IN BLOCK 11 IN THE TOWN OF LOMBARD, BEING A SUBDIVISION OF PART OF SECTIONS 5 TO 8 AND 18, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

EXHIBIT 2

The Village of Lombard Community Development Department retains a copy of the complete submittal to the Village. This submittal includes contractor's quotes and a description of the work to be completed as part of the Project. The Applicant/Owner proposes to install interior improvements for a new full-service sit-down restaurant. Such improvements include, but are not limited to, plumbing, framing, electric, HVAC, windows, doors, bathrooms, restaurant capital infrastructure, restroom accommodations and life/safety improvements. Additionally, the Project includes exterior modifications and enhancements to the south building façade and decorative fencing. Said conceptual plans are attached as a part of this Exhibit.

Resolution No. _____
2-8 W. St. Charles Road



Interior Remodel / Addition
GROVE TAVERN

6 W. Saint Charles Road
Lombard, IL 60148

**Capital Architects
Architect**

PLANNING & DESIGN

437 N. Hough Street
Barrington, Illinois 60010
Tel : (847) 209-1125

Project No: **22102**

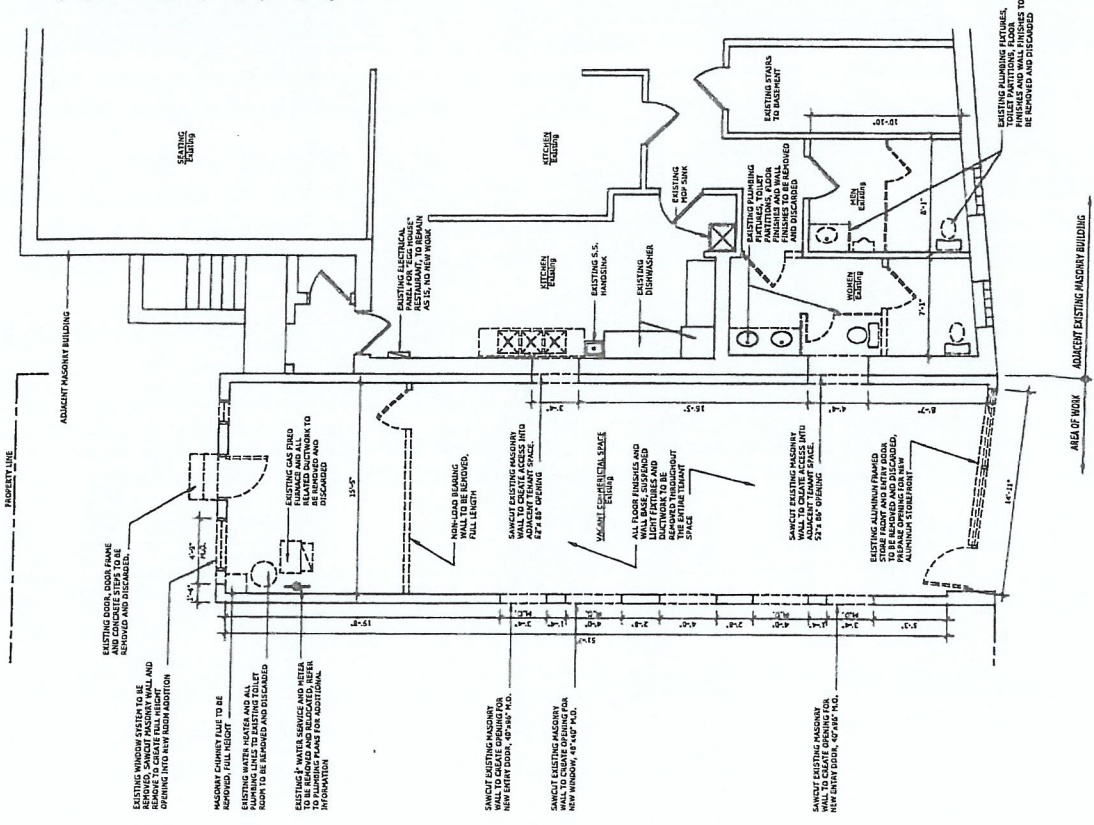
No.	DESCRIPTION	DATE
1	DEMOLITION PLAN	5-15-23

Sheet Title
DEMOLITION PLAN

Sheet No.
A1.0

DEMOLITION NOTES

1. DOTTED LINES REPRESENT CONSTRUCTION TO BE REMOVED.
2. CONTRACTOR SHALL EXERCISE CARE TO PROTECT ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN.
5. ALL WALLS TO BE REMOVED ARE INDICATED BY DOTTED LINES.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN.
7. DISCONNECT POWER AT DEVICES TO BE REMOVED AND CUT RACE CONDUITS TO BE REMOVED.
8. ALL ELECTRICAL WITHIN EXISTING WALLS TO REMAIN SHALL BE REMOVED.



1 DEMOLITION PLAN
1/4" = 1'-0"

[illegible]

PARTITION TYPE LEGEND:

[illegible]

CONSTRUCTION KEY NOTES

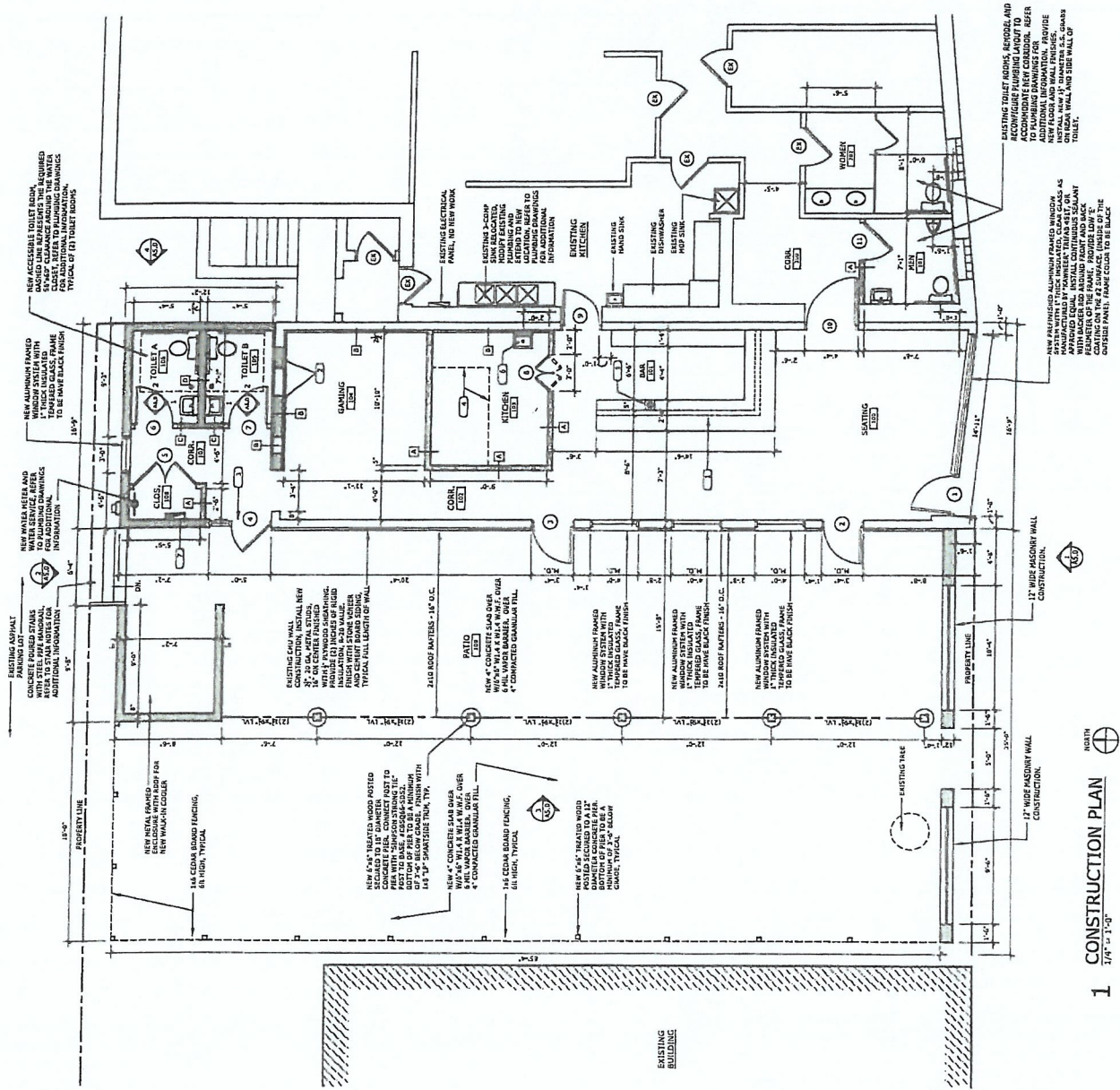
- [illegible]

SYMBOL LEGEND

- ② DOOR AND FRAME, REFER TO DOOR & FRAME SCHEDULE FOR ADDITIONAL INFORMATION

GENERAL CONSTRUCTION NOTES

- 1) ALL RESIDUE AND DEBRIS SHALL BE REMOVED FROM THE CONCRETE SLAB SURFACE, GRIND SLAB IF REQUIRED TO PROVIDE A SMOOTH AND FLUSH SURFACE. FLOOR SLAB TO BE CLEANED PRIOR TO INSTALLATION OF NEW FLOOR FINISHES. CONTRACTOR TO VERIFY EXISTING CONDITIONS PRIOR TO SUBMITTING FINAL BID.



Interior Remodel / Addition
GROVE TAVERN

6 W. Saint Charles Road
Lansburg, IL 60148

**Capital Architects
Architect**

PLANNING & DESIGN

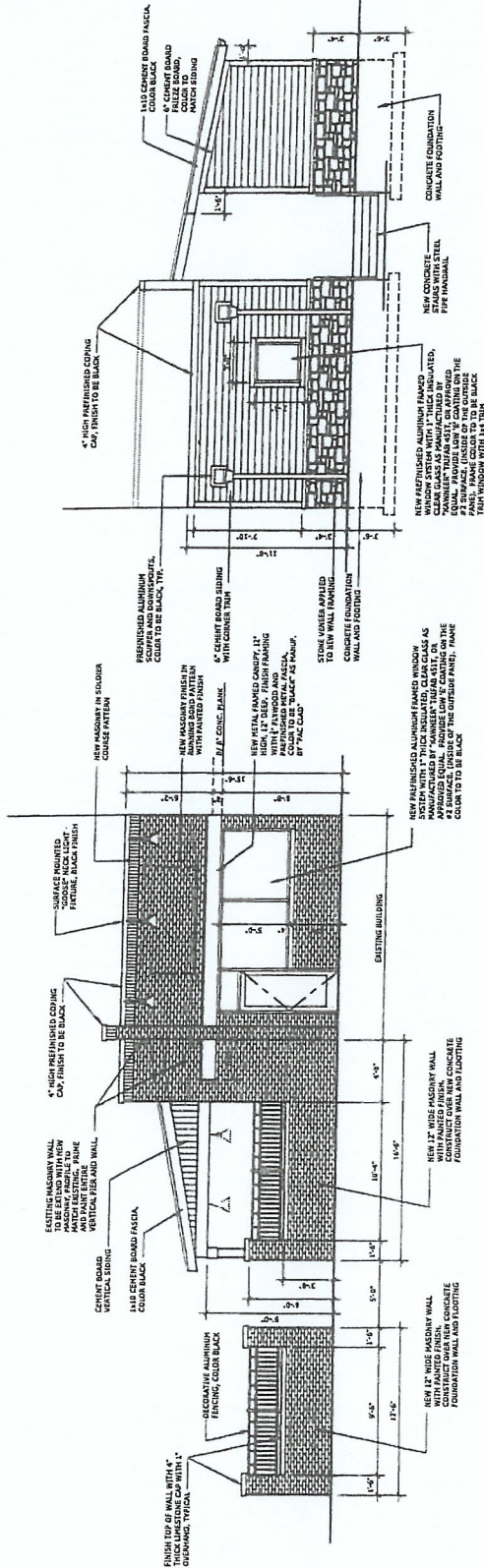
423 N. High Street
Barrington, Illinois 60010
Tel: (847) 209-1125

Project No. **22102**

No.	Sheet/Total	Date
1	15/23	5-12-23

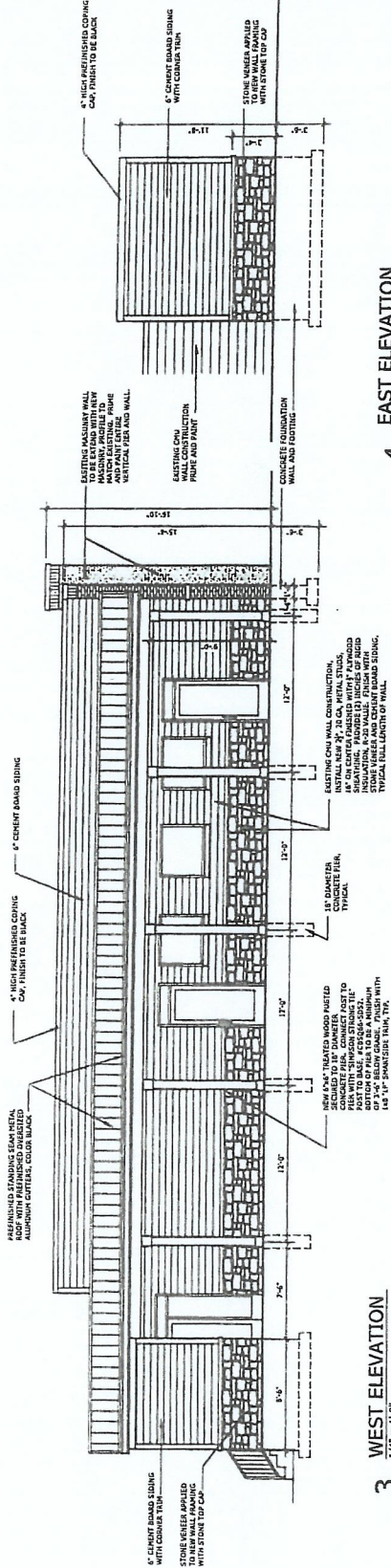
Sheet Title
EXTERIOR ELEVATIONS

Scale: As Shown
A5.0



1 FRONT ELEVATION
1/4" = 1'-0"

2 REAR ELEVATION
1/4" = 1'-0"



3 WEST ELEVATION
1/4" = 1'-0"

4 EAST ELEVATION
1/4" = 1'-0"

[illegible]

6 W. Saint Charles Road
Lombard, IL 60148

PLANNING & DESIGN

422 N. Hough Street
Barrington, Illinois 60010
Tele: (847) 209-1125

Project No.:

Start Here:
**FOUNDATION PLAN,
FOUNDATION DETAILS**

David M.

The diagram illustrates a cross-section of a 1/2 slab joint. The total width of the slab is labeled as 1/2 SLAB. The joint is located at the center, with a width labeled 'a'. The distance from the joint to the edge of the slab is labeled 'b'. The reinforcement consists of a top bar (labeled 'a') and a bottom bar (labeled 'b'). The top bar is bent up at an angle of 15° and is labeled '15°'. The bottom bar is bent down at an angle of 15° and is labeled '15°'. The joint is labeled '1/2 CONTROL JOINT'.

- * PROVIDE 2#-STEP @ 1/2 OF SLAB PLACEMENT ON SAMOAT SLAB 8-11 INCHES AFTER POUR
- * PROVIDE CONTROL ANGLE @ 15° O.C. MAX. WHETHER SIGNIFICANT INDENTURES ON THE DIMENSIONS OR NOT.
- * ACCEPTED TO BE IN PLACE FOR ONLY 10 MIN. AFTER POUR CHAIRS AS REQUIRED TO BE PLACED ON TOP OF W.B.P. NOT ACCEPTABLE. INTO POSITION DURING POUR IS NOT ACCEPTABLE.

1 **S1** **SLAB CONTROL JOINT DETAIL**

SCALE: M.T.S.

WALL
REINFORCING BARS W/ HORIZ. WALL BARS (TYPICAL)

WATER TIGHTER AND SLAB JOINT SEALANT

90° STANDARD HOOD (TYPICAL)

CORNER IN INTERSECTION

3'-6" UP (TYP.)

[illegible]

Architectural drawing of a wall section. The drawing shows a cross-section of a wall and its foundation. Key components and annotations include:

- Top Section:** A horizontal line representing the top of the wall, with a note "1/2\"/>

4 SLAB DETAIL
S1 SCALE: N.T.S.

[illegible]

6 WALL SECTION
S1 SCALE: N.T.S.

NORTH

FOUND
1/4" @ 1'-0"

Interior Remedial

GROVE TAVERN

6 W. Saint Charles Road
Lombard, IL 60148

Capital Architects
Architect

PLANNING & DESIGN

422 N. Hough Street
Barrington, Illinois 60010
Tel: (847) 209-1125



Project No. 22102

Revised	
By	
Date	
Checked	
Date	
Approved	
Date	

Sheet Title

POWER PLAN

Sheet No.

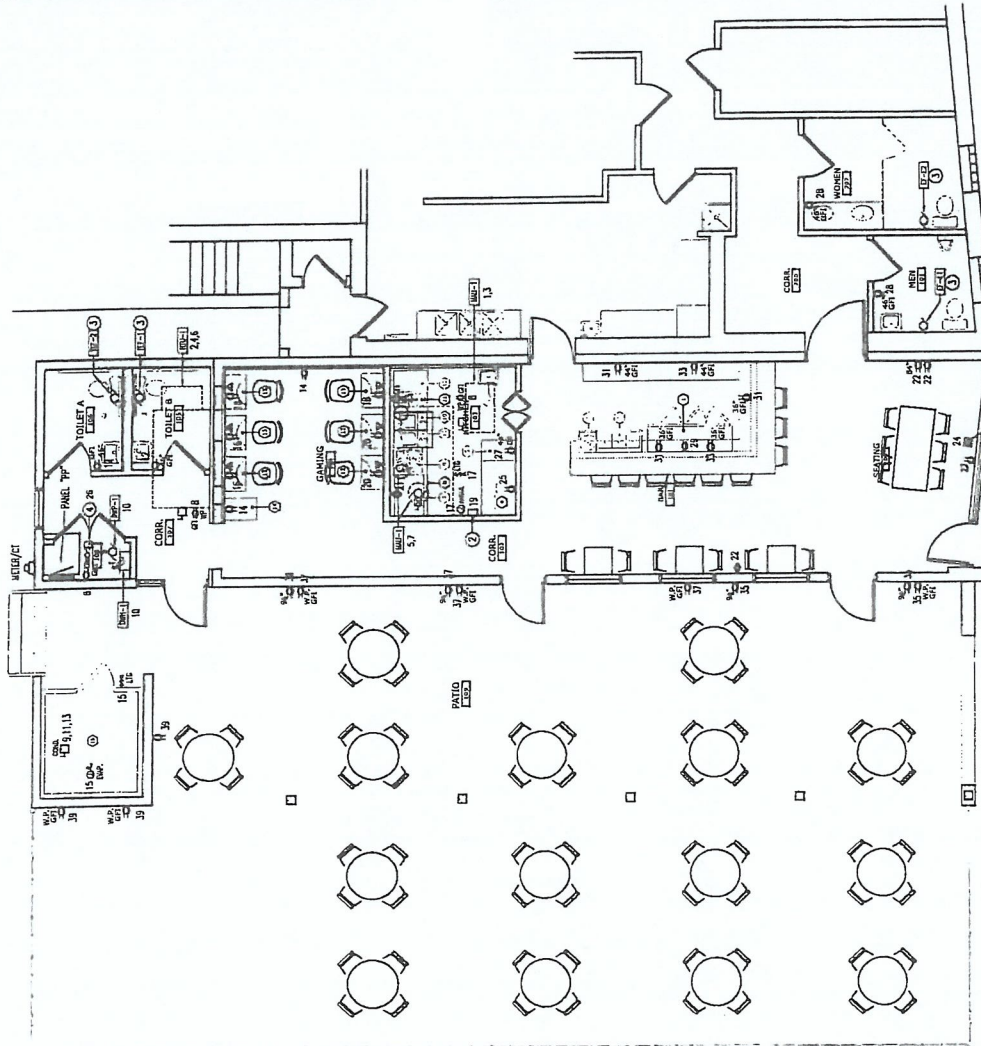
E1.0

EQUIPMENT SCHEDULE

ITEM	ITEM	ELECTRICAL
1	UNDER COUNTER 30" REFRIG IN COOLBAR	115V, 7.5 AMPS
2	3-1/2" CIRCULAR 1" AIR EXH. FAN	
3	REF 2 5/8" DIA. 1/2"	
4	48" WIDE SINK WITH REFRIGERATION	115V, 7.5 AMPS
5	10 1/2" x 5 1/2" x 1 1/2"	
6	6-1/2" x 10 1/2" x 1 1/2"	
7	3/4" GAS 1/2" DIA. 1/2"	
8	WORK TOP COOLER	115V, 5 AMPS
9	WASHER DRYER (170V)	
10	6 5/8" DIA.	
11	FRY OIL STATION	115V, 4.3 AMPS
12	1/2" x 10 1/2" x 1 1/2"	
13	VIDEO SURVEILLANCE	115V, 2.5 AMPS
14	APR MACHINE	115V, 2.5 AMPS
15	EXTENSION WALK IN COOLER CORD	208V, 20.8-22 AMPS
16	EXTENSION WALK IN COOLER DRYER	115V, 2.5 AMPS

POWER PLAN GENERAL NOTES

1. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY ELECTRICAL CONNECTIONS AND BRANCH FEEDS TO POWER OUTLETS SHALL BE 3/4" 1/2" CIRCUIT SHALL BE BRANCHED TO THE END OF THE LINE RECEPTACLE ONLY ALL POWER RECEPTACLES SHALL BE 15 AMP 120V 1-PHASE 3-WIRE WITH GROUND INDICATED UNLESS OTHERWISE NOTED.
 2. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY ELECTRICAL CONNECTIONS AND BRANCH FEEDS TO POWER OUTLETS SHALL BE 3/4" 1/2" CIRCUIT SHALL BE BRANCHED TO THE END OF THE LINE RECEPTACLE ONLY ALL POWER RECEPTACLES SHALL BE 15 AMP 120V 1-PHASE 3-WIRE WITH GROUND INDICATED UNLESS OTHERWISE NOTED.
 3. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY ELECTRICAL CONNECTIONS AND BRANCH FEEDS TO POWER OUTLETS SHALL BE 3/4" 1/2" CIRCUIT SHALL BE BRANCHED TO THE END OF THE LINE RECEPTACLE ONLY ALL POWER RECEPTACLES SHALL BE 15 AMP 120V 1-PHASE 3-WIRE WITH GROUND INDICATED UNLESS OTHERWISE NOTED.
 4. REFER TO MECHANICAL AND PLUMBING SHEETS FOR ADDITIONAL EQUIPMENT INFORMATION.
 5. ANY ELECTRICAL DEVICES ON NEW WALLS SHALL BE FURISH MOUNTED NO WALLMOUNTS ARE ACCEPTABLE ON NEW WALLS UNLESS NOTED OTHERWISE.
 6. VERIFY RECEPTACLE LOCATIONS WITH ARCHITECTURAL FURNITURE LAYOUT TO ENSURE PROPER ACCESSIBILITY.
 7. REFER TO ELECTRICAL DETAILS SHEET FOR ADDITIONAL NOTES AND DETAILS.
 8. ALL RECEPTACLES 50 AMP AND LESS LOCATED IN THE KITCHEN, PREP, SERVICE, DISHWASHING AREA SHALL BE GFCI PROTECTED. CONTRACTOR SHALL PROVIDE GFCI PROTECTION AT THE RECEPTACLE OR BRANCH.
 9. ALL OUTLETS BELOW HOOBS SHALL HAVE SHUNT TRIP BREAKER AND BE INTERLOCKED WITH ANNUAL SYSTEM.
- DRAWING NOTES (TYPICAL FOR THIS DRAWING ONLY)**
1. PROVIDE 10' MIN. CLEARANCE WITH SHUNT TRIP AND INTERLOCK TO ANNUAL SYSTEM. ALL CABLES LOCATED BELOW THE HOOB SHALL BE CONFINED TO THIS CONTAINER. PROVIDE CUT SHEETS AND WIRING SCHEMATICS TO THE OWNER.
 2. HANG HOOB COORDINATE PANEL. CONNECT MAIN-1, REF-1 AND CONTROLS PER MECHANICAL SHEETS.
 3. CONNECT TO THE SHUNT TRIP OF THE SHUNT TRIP IN THIS ROOM.
 4. PROVIDE 7-AM INTERMEDIATE PROGRAMMABLE ASTRONOMICAL TIME CLOCK TO CONTROL EXTERIOR SOURCE.



COORDINATE WITH OWNER
PRIOR TO INSTALLATION



1 POWER PLAN
1/4" = 1'-0"

RESOLUTION
R _____

**A RESOLUTION APPROVING A FIRST AMENDMENT
TO RESOLUTION 49-23 APPROVING A DOWNTOWN RESTAURANT
FORGIVABLE LOAN, A DOWNTOWN RETAIL BUSINESS GRANT AND A
DOWNTOWN RENOVATION AND IMPROVEMENT GRANT FOR THE
PROPERTY COMMONLY KNOWN AS 2-8 W. ST. CHARLES ROAD**

WHEREAS, the Village of Lombard (the “Village”) disburses funds for the Downtown Restaurant Forgivable Loan Program, the Downtown Retail Business Grant and the Downtown Renovation and Improvement Grant (the “Programs”) under the authority of the Village Board of Trustees, and will provide monetary grants to qualified property owners in the Lombard Downtown Tax Increment Financing (TIF) District to enhance and improve buildings and parking areas; and,

WHEREAS, property owner 10 W. St. Charles LLC (the “Applicant”), applied for grants in these Programs for interior and exterior renovations to the building (the “Project”) legally described as Exhibit A attached hereto and made a part hereof, and located at 2-8 W. St. Charles Road, Lombard, Illinois (the “Subject Properties”); and,

WHEREAS, the Village Board adopted Resolution 49-23 on September 21, 2023 approving the requested Program grants to the Applicant, subject to the terms and conditions; and,

WHEREAS, the applicant has applied for and received requisite building permit approvals and has been continuing construction of the Project; and,

WHEREAS, it is probable that the Project will not be completed by December 31, 2024, which is the final date in which expenditures can be paid by the Village from revenues within the TIF District, given its life termination as set forth by Illinois State Statutes and Ordinance 8299 of Village Code; and

WHEREAS, if Project activities occur after December 31, 2024, the Village seeks to utilize funds within the Economic Development Fund, if necessary, to meet the full grant award amount previously set forth within Resolution 49-23; and

WHEREAS, the Village finds that utilization of the applicable and eligible TIF funds as well as applicable Business District Funds for the Project will complement and support the Village’s plans to maintain a quality Central Business District;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DUPAGE COUNTY, ILLINOIS, as follows:

SECTION 1: That the following preamble statements as set forth within “EXHIBIT B” in Resolution 49-23 shall be added as follows:

WHEREAS, the Village has also established a Downtown Grant Program Policy, adopted January 4, 2024, to provide for grant fund availability for projects within the defined area; and

WHEREAS, the Village has determined that TIF funds or funds available within the Village’s Downtown Grant Program, through the Economic Development Fund Policy, whichever is deemed appropriate by the Village, may be utilized for reimbursement of eligible grant improvements.

SECTION 2: That Section 2, Condition 2 of Resolution 49-23 shall be amended to read as follows:

2. Work shall be completed within ninety (90) days of approval of the First Amendment.

SECTION 3: All other provisions set forth within Resolution 49-23 not amended by the First Amendment shall remain in full force and effect.

Adopted this ____ day of _____, 2024, pursuant to a roll call vote as follows:

Ayes: _____

Nays: _____

Absent: _____

Approved by me this ____ day of _____, 2024.

Keith T. Giagnorio
Village President

ATTEST:

Elizabeth Brezinski
Village Clerk

EXHIBIT A
Legal Description

2 W. ST. CHARLES ROAD (06-07-206-042)

LOT 2 AND THAT PART OF LOT 3, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF ST. CHARLES ROAD (FORMERLY LAKE STREET) 65.0 FEET EASTERLY FROM THE SOUTHEAST CORNER OF LOT 5 IN BLOCK 11; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID LOT 5, 68.0 FEET, MORE OR LESS TO THE SOUTH LINE OF THE SOUTH 36.0 FEET OF THE NORTH 76.0 FEET OF SAID LOT 3; THENCE EAST ALONG THE SOUTH LINE OF SAID SOUTH 36.0 FEET OF THE NORTH 76.0 FEET OF LOT 3 TO THE EAST LINE OF SAID LOT 3 (BEING THE WEST LINE OF MAIN STREET); THENCE SOUTH ALONG THE EAST LINE OF LOT 3, 30.0 FEET, PREPARED TO THE NORTHWESTERLY CORNER OF SAID LOT 2; THENCE SOUTHERLY ALONG THE WEST LINE OF LOT 2, 35.0 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 2 (BEING THE NORTH LINE OF ST. CHARLES ROAD) (FORMERLY LAKE STREET); THENCE WESTERLY ALONG THE NORTH LINE OF ST. CHARLES ROAD, 39-28 FEET TO THE PLACE OF BEGINNING (EXCEPTING THE WESTERLY 20.5 FEET OF SAID PART OF LOT 3 AFORESAID) IN BLOCK 11 IN THE TOWN OF LOMBARD, BEING A SUBDIVISION OF PART OF SECTION 5 TO 18, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS, ALSO

6 WEST ST. CHARLES ROAD (06-07-206-022)

THE WESTERLY 20.5 FEET OF THE PART OF LOT 3 IN BLOCK 11 OF THE PLAT OF THE TOWN OF LOMBARD DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF LAKE STREET 65 FEET EASTERLY FROM THE SOUTHEAST CORNER OF LOT 5 IN SAID BLOCK 11; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID LOT 5, 70 FEET; THENCE EASTERLY IN A STRAIGHT LINE TO A POINT ON THE WEST LINE OF MAIN STREET, 22 FEET NORTHERLY FROM THE NORTHEASTERLY CORNER OF LOT 2 IN SAID BLOCK; THENCE SOUTH ALONG THE WEST LINE OF MAIN STREET, 22 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 2; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT, 23 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 2; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 2, 35 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 2 AND THE NORTH LINE OF LAKE STREET; THENCE WESTERLY ALONG THE NORTHERLY LINE OF LAKE STREET 39-28 FEET TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS; ALSO

8 W. ST. CHARLES ROAD (06-07-206-032)

THE SOUTH 36.0 FEET OF THE NORTH 76.0 FEET OF LOTS 3 AND 4 AND THE SOUTH 36.0 FEET OF THE NORTH 76.0 FEET OF THAT PART OF LOT 5 (BEING 20.0 FEET MORE OR LESS) LYING EAST OF THE EAST LINE OF THE PROPERTY DESCRIBED IN THE WARRANTY DEED FROM JOSEPH B. HULL TO ISAAC CLAFLIN AND RECORDED OCTOBER 121, 1869, AS DOCUMENT 11925 (EXCEPTING THEREFROM THAT PART THEREOF FALLING IN THE FOLLOWING DESCRIBED TRACT, TO-WIT: BEGINNING ON THE SOUTH LINE OF SAID LOT 4, 5.0 FEET EAST OF THE SOUTHWEST CORNER

Resolution No. _____

2-8 W. St. Charles Road

THEREOF; ALONG AN OLD FENCE LINE) 5.0 FEET; THENCE EASTERLY PARALLEL WITH THE SOUTH LINE OF SAID LOTS (BEING ALONG AN OLD FENCE LINE) 35.0 FEET; THENCE SOUTHERLY PARALLEL WITH THE WEST LINE OF SAID LOT 3 (BEING ALONG AN OLD FENCE LINE) 70.0 FEET TO THE SOUTH LINE OF SAID BLOCK; THENCE WESTERLY ALONG SAID SOUTH LINE 60.0 FEET TO THE PLACE OF BEGINNING (AND BEING THE SAME PROPERTY AS DESCRIBED IN QUIT CLAIM DEED FROM GEORGE H. FISCHER AND WIFE, TO MARY S. OTT AND MAY OTT RECORDED APRIL 18, 1930, AS DOCUMENT 296170) IN BLOCK 11 IN THE TOWN OF LOMBARD, BEING A SUBDIVISION OF PART OF SECTIONS 5 TO 8 AND 18, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.