

AN ORDINANCE AUTHORIZING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE AND THE LOMBARD PARK DISTRICT IN REGARD TO THE RELOCATION OF THE PARK DISTRICT'S MAINTENANCE FACILITY ON ST. CHARLES ROAD AND AUTHORIZING THE PURCHASE OF THE PROPERTY COMMONLY KNOWN AS 143 WEST ST. CHARLES ROAD AS PROVIDED FOR IN SAID AMENDMENT

BE IT ORDAINED, by the President and Board of Trustees of the Village of Lombard, DuPage County, Illinois, as follows:

SECTION 1: The president and Board of Trustees of the Village find as follows:

- A. The Village of Lombard (hereinafter referred to as the "VILLAGE") is a non-home rule municipality pursuant to Section 7 of Article VII of the Constitution of the State of Illinois.
- B. The State of Illinois has adopted tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as from time to time amended (hereinafter referred to as the "TIF ACT").
- C. Pursuant to its powers and in accordance with the TIF ACT, on February 2, 1989, the corporate authorities of the VILLAGE adopted Ordinance Numbers 3121, 3122 and 3123, in accordance with the TIF ACT, approving a tax increment redevelopment plan and project, designating a tax increment redevelopment project area and adopting tax increment financing relative to the VILLAGE'S downtown area tax increment financing district (hereinafter referred to as the "DOWNTOWN TIF DISTRICT") for redevelopment and revitalization of a portion of the corporate limits of the VILLAGE, which property is legally described on EXHIBIT A attached hereto and made part hereof (hereinafter referred to as the "REDEVELOPMENT PROJECT AREA").
- D. The Lombard Park District (hereinafter referred to as the "PARK DISTRICT") is the fee simple title holder of a portion of the REDEVELOPMENT PROJECT AREA, said portion thereof being legally described on EXHIBIT B attached hereto and made part hereof, on which the PARK DISTRICT currently maintains its maintenance facility (hereinafter referred to as the "SUBJECT PROPERTY").
- E. The VILLAGE and the PARK DISTRICT previously entered into an Intergovernmental Agreement dated June 6, 2002 (hereinafter referred to as the "ORIGINAL AGREEMENT"), pursuant to which the VILLAGE was to provide certain TIF ACT relocation incentives relative to the PARK DISTRICT'S relocation of the aforementioned maintenance facility.

ORDINANCE 5254

- F. As a result of the statutory constraints on the PARK DISTRICT'S ability to dispose of the SUBJECT PROPERTY, it is necessary to amend the ORIGINAL AGREEMENT to provide for the VILLAGE to acquire the SUBJECT PROPERTY, so that it can be redeveloped in furtherance of the redevelopment plan and project relative to the DOWNTOWN TIF DISTRICT.
- G. The Amendment to the ORIGINAL AGREEMENT attached hereto as EXHIBIT C and made part hereof (hereinafter referred to as the "AMENDMENT") amends the ORIGINAL AGREEMENT to provide for the VILLAGE'S acquisition of the SUBJECT PROPERTY.
- H. In accordance with the TIF ACT and 50 ILCS 605/0.01 et seq., it is in the best interest of, and convenient and necessary for, the VILLAGE to approve the AMENDMENT to acquire the SUBJECT PROPERTY, so that redevelopment within the DOWNTOWN TIF DISTRICT can continue, said redevelopment pursuant to the TIF ACT being the VILLAGE'S public purpose for acquiring the SUBJECT PROPERTY.

SECTION 2: Based upon the foregoing, the AMENDMENT attached hereto as EXHIBIT C is hereby approved, and the President and Clerk of the VILLAGE be and they are hereby authorized and directed to purchase the SUBJECT PROPERTY, pursuant to the terms and conditions set forth in said AMENDMENT, for the VILLAGE, and they are further authorized and directed to execute and deliver such other instruments, including said AMENDMENT attached hereto as EXHIBIT C, as may be necessary or convenient to consummate such purchase.

SECTION 3: That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

Passed on first reading this ____ day of _____, 2003.

First reading waived by action of the Board of Trustees this 20th day of February, 2003.

Passed on second reading this 20th day of February, 2003.

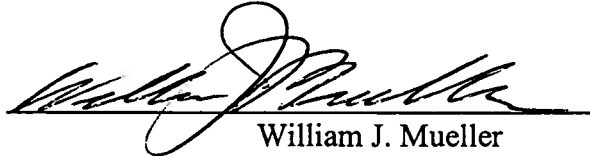
AYES: Trustees DeStephano, Tross, Koenig, Sebby, Soderstrom

NAYS: None

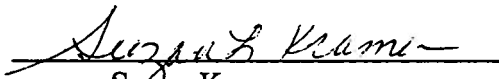
ABSENT: None

ABSTAIN: Trustee Florey

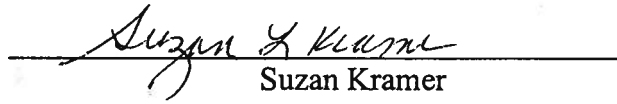
APPROVED by me this 20th day of February, 2003.


William J. Mueller
Village President

ATTEST:


Suzan Kramer
Village Clerk

Published by me in pamphlet form this 24th day of February, 2003.


Suzan Kramer
Village Clerk

LEGAL DESCRIPTION
REDEVELOPMENT PROJECT AREA

Lots 1 and 2 of the Resubdivision of Lot 6 of Block 27 of the Original Town of Lombard, Lots 1, 2, 3, and 4 of the Original Town of Lombard, Lots 1, 2, 3, the North 25 ft. of Lot 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21 in Caverno's Subdivision, Lot 1 in Lombard Bible Church Consolidation Plat, Lots 1, 2, 3, 4, and 5 in Owner's Subdivision in Block 18 of the Original Town of Lombard, Lots 1, 2, 3, 4, 5, 6, and 7 in Block 11 of the Original Town of Lombard, Lots 8, 9, 10, 11, and 12 in J. B. Hull's Subdivision of part of Block 11 and part of outlot 4 of the Original Town of Lombard, Lots 7, 8, 9, 12, 13, 14, 15, 16, 17 and 18 of Grove Park Subdivision, Lots 2, 3, 4, 5, 6, 19, 20, 21, 22, 23, 24, 25, 26, 27, and 28 in Grove Park Subdivision, Lots 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18 in Grove Park Subdivision First Addition, Lots 11 and 12 in W. H. Maple's Subdivision, Lots 3, 4, 5, 6, 7, 8, 9, 10, and 11 in Block 10 of the Original Town of Lombard, Lots 1, 2, and 3, in the Subdivision of Outlot 10 in the Original Town of Lombard, Lot 1 of the Belfast Consolidation Plat, Lots 1, 2, 4, and 5 of Block 19 in the Original Town of Lombard, Lots 1, 2, 3, 4, 5, 6, 7, 8, of J. B. Hull's Subdivision of Lot 3 of Block 19 of the Original Town of Lombard, Lot 43 excepting the North 20 feet thereof in Orchard Subdivision, Lots 1 and 2 of Timke's Resubdivision, all of Park Manor Condominium, including all Chicago & Northwestern Railroad right-of-way and all public rights-of-way adjacent to the above-described property all being in the Northeast Quarter of Section 7, Township 39 North, Range 11, East of the Third Principal Meridian in DuPage County, Illinois.

Of that part of Block 22 of the Original Town of Lombard described by beginning at a point on the East line of Main Street, 499.0 feet North of the Southwest corner of said Block 22 and running thence Easterly to a point on the center line of said Block 22 that is 386.6 feet to the Southerly line of said Parkside Avenue; thence Southwesterly along the Southerly line of said Parkside Avenue to the East line of Main Street; thence South on the East line of Main Street, 291.85 feet to the place of beginning, Lots 1, 2, and 3 in James' Subdivision of Part of Block 22 of the Original Town of Lombard, Lots 28, 29, 30, and 31 of Part of Block 22 in N. Matson & Others Resubdivision, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13 in Block 17 of the Original Town of Lombard, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14 in Block 16 of the Original Town of Lombard, Lots 1, 2, the East 1/2 of Lot 3, Lots 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18 in Block 12 of the Original Town of Lombard, Lots 1, 2, 3, 5, 6, 7, 8, 9, 10, 12, 13, 14, 15 in Block 18 of H. O. Stone & Company's Addition to Lombard, Lombard Tower Condominiums, Charlotte-Garfield Condominiums, including all Chicago & Northwestern Railroad right-of-way and all public rights-of-way adjacent to the above-described property all being in the Northwest Quarter of Section 8, Township 39 North, Range 11, East of the Third Principal Meridian all in DuPage County, Illinois.

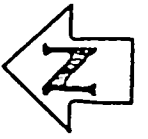
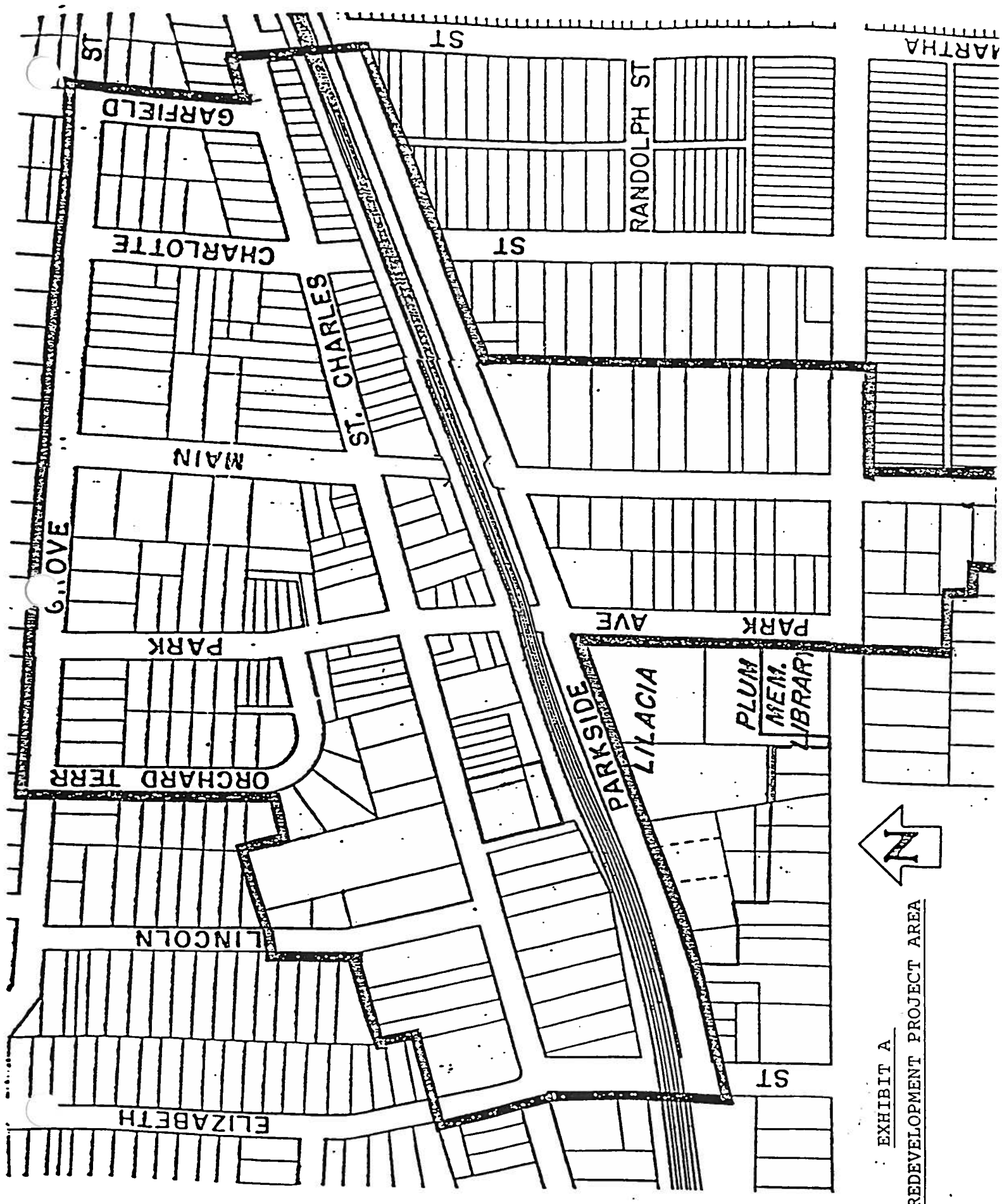


EXHIBIT A
REDEVELOPMENT PROJECT AREA

EXHIBIT B

Legal Description: LOTS 4 AND 5 IN BLOCK 19 IN ORIGINAL TOWN OF LOMBARD, A SUBDIVISION IN SECTIONS 5 TO 8 AND 18, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH LOTS 6 AND 7 IN J.B. HULL'S SUBDIVISION OF LOT 3 IN BLOCK 19 OF THE ORIGINAL TOWN OF LOMBARD, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS;

P.I.N.'S: 06-07-209-004 and 06-07-209-005;

Common Address: 143 West St. Charles Road, Lombard, Illinois, 60148

AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF LOMBARD AND THE LOMBARD PARK DISTRICT
IN REGARD TO THE RELOCATION OF
THE PARK DISTRICT'S MAINTENANCE FACILITY ON ST. CHARLES ROAD

This is an Amendment (this "Amendment") to that certain Intergovernmental Agreement between the Village of Lombard ("Village") and the Lombard Park District ("Park District") in Regard to the Relocation of the Park District's Maintenance Facility on St. Charles Road (the "Agreement"), which Agreement was entered into on June 6, 2002. All capitalized terms used herein shall have the same meaning as in the Agreement, unless the context requires otherwise. The Village and the Park District are hereinafter individually referred to as a "Party" or together as the "Parties."

RECITALS

a. The Agreement provides, among other things, for the Park District to build a new maintenance facility outside of the DOWNTOWN TIF DISTRICT, to relocate its current maintenance facility on the PARK DISTRICT PROPERTY to such new maintenance facility, and to sell the PARK DISTRICT PROPERTY for private redevelopment, all in the best interests of the Village, the Park District and the public (the PARK DISTRICT PROJECT).

b. The Agreement also provides that the Park District shall move forward with the planning of the PARK DISTRICT PROJECT, and that subject to the sale of the PARK DISTRICT PROPERTY for a net sum of no less than Eight Hundred Thousand and no/100's Dollars (\$800,000.00), the Park District shall move forward with the development and construction of the PARK DISTRICT PROJECT.

c. In addition, the Agreement provides that the Park District will not enter into a contract to sell the PARK DISTRICT PROPERTY without the Village's prior written approval.

d. The Village has solicited requests for proposals from several private developers for plans to redevelop portions of the REDEVELOPMENT PROJECT AREA of the DOWNTOWN TIF DISTRICT, including bidding on a price to purchase the PARK DISTRICT PROPERTY, and all of such bids have included proposed purchase prices for the PARK DISTRICT PROPERTY of at least Eight Hundred Thousand and no/100's Dollars (\$800,000.00).

e. The Park District is proceeding with the development and construction of the PARK DISTRICT PROJECT.

f. The Park District has authority to convey an interest in real estate which it owns to the Village, and the Village has authority to acquire such interest from the Park District, in accordance with the Local Government Property Transfer Act (50 ILCS 605/1 *et.seq.*) and the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 *et.seq.*).

g. It has become evident to the Parties that it is more efficient for the Village to purchase the PARK DISTRICT PROPERTY with its own funds on the terms and conditions stated in this Amendment, and then in the future to convey the PARK DISTRICT PROPERTY to the private developer it selects for the redevelopment of part of the REDEVELOPMENT PROJECT

AREA of the DOWNTOWN TIF DISTRICT, and the Parties have determined that it is their best interests to enter into this Amendment to so provide.

h. The Agreement further provides, in paragraph II-A thereof, that the Village shall only be required to pay the RELOCATION REIMBURSEMENT to the PARK DISTRICT to the extent that the DOWNTOWN TIF DISTRICT incremental revenues are generated from the redevelopment of the PARK DISTRICT PROPERTY, and the Village is willing to amend such paragraph to provide that the RELOCATION REIMBURSEMENT may also be paid from the proceeds of any irrevocable letter of credit provided by any private developer of the PARK DISTRICT PROPERTY, of which the Village is the beneficiary or on which the Village is entitled to draw, in the event such private development of the PARK DISTRICT PROPERTY fails to generate the specific amount of incremental tax increment financing revenues as stated in the applicable agreement between the Village and such private developer.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, and other good and valuable consideration, the Parties hereby amend the Agreement as follows:

1. **Deletion of References to Sale by Park District to a Private Party.** All references in the Agreement to the sale and conveyance of the PARK DISTRICT PROPERTY by the Park District to a private party, the approval of the Village of such a sale, and the loss of the Park District's right to receive REDEVELOPMENT REVENUES upon sale of the PARK DISTRICT PROPERTY without Village's approval, including, but not limited to those contained in paragraphs I-E, III-A and III-B thereof, shall be deleted from the Agreement. Further, the Park District shall not be required to provide the Village with a written accounting of the proceeds of the sale of the PARK DISTRICT PROPERTY pursuant to paragraph III-C of the Agreement.

2. **Sale of PARK DISTRICT PROPERTY to Village.** The Agreement shall be amended by the addition of Exhibit 1 attached hereto and made a part hereof, a sale and purchase contract providing for the sale of the PARK DISTRICT PROPERTY by the Park District and the purchase thereof by the Village, (the "Purchase Contract"), pursuant to the terms of such Purchase Contract, which shall be executed by the Parties immediately after the execution of this Amendment by the last Party hereto. The purchase price under the Purchase Contract shall not be less than the amount that a private developer has agreed to pay the Village for the PARK DISTRICT PROPERTY.

3. **Amendment Regarding Letter of Credit.**

A. The portion of paragraph II-A of the Agreement following the phrase "(hereinafter referred to as the 'RELOCATION REIMBURSEMENT')" shall be amended to read as follows:

Notwithstanding the foregoing, the VILLAGE shall only be required to pay the RELOCATION REIMBURSEMENT to the PARK DISTRICT (i) to the extent that DOWNTOWN TIF DISTRICT incremental revenues are generated from the redevelopment of the PARK DISTRICT PROPERTY during the remaining life of the DOWNTOWN TIF DISTRICT, as extended, (hereinafter referred to as the "TAX REVENUES"), and/or (ii) to the extent of any amounts drawn by the VILLAGE on any irrevocable letter of credit provided by a private

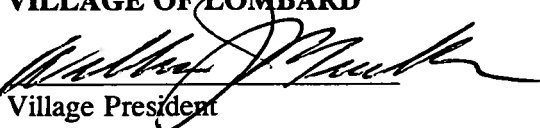
developer of all or any portion of the PARK DISTRICT PROPERTY to the VILLAGE (hereinafter referred to as the "LETTER OF CREDIT REVENUES") and on which the VILLAGE is a beneficiary or on which the VILLAGE is entitled to draw in the event such private development of the PARK DISTRICT PROPERTY fails to generate a specific amount of TAX REVENUES as stated in the applicable agreement between such private developer and the VILLAGE, (the "Letter of Credit"), VILLAGE hereby agreeing to immediately draw on the Letter of Credit in such an event , and hereby representing to the PARK DISTRICT that such Letter of Credit shall only require the VILLAGE to present a certification or other document executed by the VILLAGE to enable the VILLAGE to draw upon such Letter of Credit. The TAX REVENUES and the LETTER OF CREDIT REVENUES are hereinafter collectively referred to as the "REDEVELOPMENT REVENUES." In no event shall the VILLAGE be required to tender any REDEVELOPMENT REVENUES to the PARK DISTRICT in excess of the RELOCATION REIMBURSEMENT or one million two hundred thousand and no/100ths dollars (\$1,200,000), whichever is less.

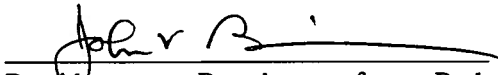
B. Paragraph III-C of the Agreement shall be amended in its entirety to read as follows:

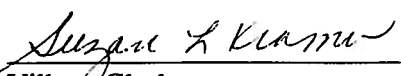
Upon receipt of TAX REVENUES from DuPage County, the VILLAGE shall provide the PARK DISTRICT with a written accounting of such TAX REVENUES and shall pay same to the PARK DISTRICT on no less than an annual basis. Upon receipt of LETTER OF CREDIT REVENUES from the issuer of the Letter of Credit, the VILLAGE shall pay such LETTER OF CREDIT REVENUES to the PARK DISTRICT, subject to the maximum RELOCATION REIMBURSEMENT.

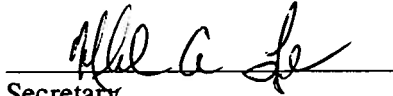
4. **Agreement Affirmed.** Except as herein specifically amended and modified, the Agreement shall remain in full force and effect, unmodified and unamended.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the date set after their respective representatives' names, and the effective date of this Amendment shall be deemed to be the date the last Party executes it.

VILLAGE OF LOMBARD

Village President

LOMBARD PARK DISTRICT

President, Board of Park Commissioners

ATTEST:

Village Clerk

ATTEST:

Secretary

Dated: 3/13/03

Dated: 3/25/03

EXHIBIT 1 TO AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made and entered into as of this 25th day of February, 2003, by and between the Lombard Park District, an Illinois unit of local government (the "Park District") and the Village of Lombard, an Illinois municipality (the "Village"). The Park District and the Village are sometimes hereinafter individually referred to as a "Party," and together referred to as the "Parties."

RECITALS

Subject to the further terms and conditions of this Agreement, the Park District desires to sell to the Village, and the Village desires to purchase from the Park District, certain real property commonly known as 143 W. St. Charles Road, Lombard, IL 60148, being the Park District's current maintenance facility, and legally described on Schedule A attached hereto and made a part hereof, plus all improvements and fixtures thereon and thereat (the "Property"), but excluding all personal property.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows

1. **Purchase Price.** The Village shall pay to the Park District a purchase price which shall yield to the Park District a net sum of no less than Eight Hundred Thousand and no /100's Dollars (\$800,000.00), after the payment of all closing costs which the Park District is required to pay pursuant to paragraph 8 of this Agreement or otherwise. At least thirty (30) days prior to closing of the purchase and sale of the Property, the Village shall notify the Park District of the exact amount of the purchase price. The purchase price shall be paid by cashier's or certified check, or by Village check if acceptable to the Title Company (defined hereinafter) at the closing.
2. **Deed.** The conveyance of the Property by the Park District to the Village shall be by warranty deed, in recordable form.
3. **Date and Place of Closing.** The closing of such purchase shall occur within thirty (30) days after the Park District notifies the Village that the Park District no longer has need to occupy the Property, or at such earlier or later date to which the Parties agree in writing. The Park District shall utilize its best efforts to complete the construction and occupancy of its new maintenance facility by June 30, 2003. The closing shall occur at an office of the Title Company (defined hereinafter) mutually acceptable to the Parties.
4. **Title.** The Park District shall provide to the Village, within thirty (30) days after this Agreement is signed by both Parties, a title insurance commitment, by a title company reasonably acceptable to both Parties (the "Title Company"), covering the Property, dated on or after the date this Agreement is signed by both Parties, subject to the following exceptions (hereinafter referred to as the "Permitted Exceptions"):

- a. General real estate taxes for 2002 and subsequent years, to the Park District's best knowledge shown as exempt on the warrant books;
- b. Covenants, conditions, restrictions and easements of record which do not interfere with the Village's intended use of the Property, being resale to a private developer for commercial redevelopment (the "Intended Use") ; and
- c. The standard general exceptions.

Any other title exceptions are hereinafter referred to as "Unpermitted Exceptions." Within ten (10) days of its receipt of the title commitment, the Village shall notify the Park District, in writing, of any exceptions therein listed it deems to be Unpermitted Exceptions and the specific reason such exception will interfere with the Intended Use, if applicable. Thereafter, the Park District shall have thirty (30) days from the date of its receipt of such notice to have such Unpermitted Exceptions waived or insured over by the Title Company (provided, however, that the Park District shall not be required to expend any of its own funds to do so), and in the event the Park District is unable to do so, the Village may either close and take title to the Property subject to the Unpermitted Exceptions, or, if the Village elects not to do so, on notice by either Party to the other, this Agreement shall be cancelled, and neither Party shall have any liability to the other under this Agreement. At the closing, the Park District shall direct the Title Company to issue its owner's title insurance policy, at the Park District's expense, insuring the Village's title to the Property, in the amount of the purchase price, subject only to the Permitted Exceptions and to any Unpermitted Exceptions which the Village has agreed to accept.

5. Representations and Warranties.

The Park District makes the following representations to the Village:

- a. There are no leases or licenses or other possessory rights existing in any person or entity with respect to the Property, and the Park District shall not, from the date of this Agreement until the closing date, enter into any such agreements.
- b. The Park District has full authority and power to enter into this Agreement and to convey fee simple title to the Property and has full authority and power to perform the Park District's obligations under this Agreement, and shall provide to the Village proof of its adoption of its authorizing resolution under the Local Government Property Transfer Act (50 ILCS 605/1 *et. seq.*)
- c. To the best of the Park District's knowledge, the Property is exempt from real estate taxes.

The Village warrants and represents to the Park District that the Village has full authority and power to enter into this Agreement and perform the Village's obligations under this Agreement, and shall provide to the Park District proof of its adoption of its authorizing ordinance under the Local Government Property Transfer Act (50 ILCS 605/1 *et. seq.*)

6. **No Broker.** The Parties, each to the other, hereby represent and warrant that there has been no involvement of any real estate broker in connection with the purchase and sale of the Property, by the Village from the Park District, to whom either Party has agreed to pay a commission. Based on the foregoing representation, each Party hereby agrees to indemnify and hold the other Party harmless from any loss or expense, including, but not limited to, reasonable attorneys' fees, arising from the alleged liability of the other Party for brokerage commission or finder's fees claimed from persons with whom either Party has dealt.
7. **Closing.** The Park District shall prepare and execute, at its expense, and shall deliver to the Village at closing, the aforementioned warranty deed, and State and County transfer tax declarations, ALTA Statement(s), deed and money escrow instructions, closing statement, affidavit of title and other documents customarily provided by sellers of commercial property, except no survey, other than the survey attached hereto as Schedule B and made part hereof, shall be provided and no bill of sale shall be prepared as the Village is not purchasing any personal property located on the Property. At the closing, the Park District shall deliver to the Village all keys to the Property in the Park District's possession. The Village shall execute the transfer tax declarations, deed and money escrow instructions, closing statement and all other documents customarily executed by purchasers of commercial property. The Park District and the Village agree to execute all customary closing documents requested by the Title Company. The sale shall be closed through an escrow with the Title Company, in accordance with the usual form of deed and money escrow instructions then in use by the Title Company, with such special provisions inserted in such instructions as may be necessary to conform with this Agreement. In the event of a conflict between the provisions of such escrow instructions and this Agreement, the provisions of this Agreement shall control. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, payment of the purchase price shall be made through such escrow. The Park District shall pay the cost of any State and County transfer tax stamps, the cost of recording any documents necessary to remove Unpermitted Exceptions, and the cost of a regular owner's title policy, without extended coverage. The Village shall pay the cost of recording the warranty deed. The Title Company's closing and escrow fee shall be split between the Parties, provided, however, that should the Village desire to use a "New York Style" closing, whereby the Village would obtain a pro forma owner's title insurance policy at the completion of the closing, the Village shall pay the extra Title Company fee for such closing.
8. **Pro-Rations.** Real estate taxes, if any, shall be prorated at closing based on one hundred five percent (105%) of the most recently ascertainable taxes. The Parties shall use their best efforts to have all utilities in the name of the Park District cancelled and placed in the name of the Village or Village's designee as of the closing date.
- 9 **Notices.** Notices or other writings which either Party is required to or may wish to give to the other in connection with this Agreement shall be in writing and shall be delivered personally or sent by certified or registered mail, return receipt requested, or by facsimile transmission with a copy of the notice and proof of transmission being sent by first class mail within twenty-four (24) hours of the date of transmission, addressed as follows:

A. If to Seller: Lombard Park District
227 W. Parkside Avenue
Lombard, IL 60148
Attention: Executive Director
Fax No.: 630/627-1286

With a copy to: Carol L. Gloor
Friedman & Holtz, P.C.
11 E. Adams, Ste. 1600
Chicago, IL 60603
Fax No.: 312/554-1117

B. If to Purchaser: Village Manager
Village of Lombard
255 East Wilson Avenue
Lombard, IL 60148
Fax No.: 630/620-8222

With a copy to: Thomas P. Bayer
Klein, Thorpe and Jenkins, Ltd.
20 N. Wacker Drive, Ste. 1660
Chicago, IL 60606
Fax No.: 312/984-6444

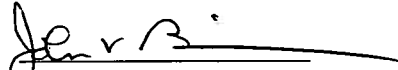
or to such address as either party may from time to time designate in a notice to the other. A notice given a) by personal delivery shall be deemed given the date of delivery, b) by certified or registered mail shall be deemed given three (3) days after such notice is deposited in the United States mail whether or not such notice is actually received by the addressee, and c) by facsimile transmission shall be deemed given the date of transmission.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of this day and year first above written.


VILLAGE OF LOMBARD

By: 
Village President


LOMBARD PARK DISTRICT

By: 
President, Board of
Park Commissioners

ATTEST:


Village Clerk

ATTEST:


Secretary

SCHEDULE A – LEGAL DESCRIPTION OF PROPERTY

LOTS 4 AND 5 IN BLOCK 19 IN ORIGINAL TOWN OF LOMBARD, A SUBDIVISION IN SECTIONS 5 TO 8 AND 18, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH LOTS 6 AND 7 IN J.B. HULL'S SUBDIVISION OF LOT 3 IN BLOCK 19 OF THE ORIGINAL TOWN OF LOMBARD, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS

Commonly known as: 143 W. St. Charles Road, Lombard, IL 60148

Permanent Index Numbers: 06-07-209-004 and 06-07-209-005

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LOMBARD PARK DISTRICT

RESOLUTION NO. 2003 - 1

A Resolution Approving an Amendment to Intergovernmental Agreement Between the Village of Lombard and the Lombard Park District in Regard to the Relocation of the Park District's Maintenance Facility on St. Charles Road.

RECITALS

- a. On June 6, 2002, the Lombard Park District ("Park District") entered into a certain Intergovernmental Redevelopment Agreement" with the Village of Lombard ("Village") in regard to the relocation of the Park District's maintenance facility on St. Charles Road (the "Agreement").
- b. The Village and Park District desire to amend the Agreement to provide for the sale of the Park District Property (as defined and described in the Agreement) to the Village rather than to a private developer and to revise the provision relating to the payment of the Relocation Reimbursement (as defined in the Agreement) to expand the sources of funds which may become available for that purpose to include proceeds from a developer letter of credit, subject to a cap on such reimbursement.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Park Commissioners of the Lombard Park District that:

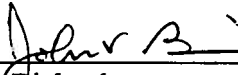
1. The form, terms and provisions of the proposed "Amendment to Intergovernmental Agreement Between the Village of Lombard and the Lombard Park District in Regard to the Relocation of the Park District's Maintenance Facility at St. Charles Road" are in all respects approved substantially in the form presented to the Board of Park Commissioners ("Park Board") at this meeting, subject to and with the understanding that in the event the Village does not waive the current requirement that the Park District facility be constructed with a brick façade the maximum amount of the Relocation Reimbursement shall be increased from \$1,200,000 to \$1,300,000, and the last sentence of paragraph 3.A. of the Agreement shall be revised accordingly.
2. Subject to the foregoing understanding the President of the Park Board is authorized to execute the Amendment in the name and on behalf of the Park District and the Secretary is authorized to attest to the President's signature and to deliver executed copies of the Amendment to the Village.
3. The appropriate officers of the Park District are hereby authorized and directed to execute all such further instruments and take all such further action as shall be necessary or desirable in order to carry out the intent and effectuate the provisions of the Agreement as amended by the Amendment.

Adopted this 25th day of February, 2003 by roll call vote as follows:

Ayes: Bielenda, Hogan, Petersen, Roberts, Tufano, Ware

Nays: 0

Absent: Moran



John Bielenda
President, Board of Park Commissioners



Michael A. Fugiel
Secretary, Board of Park Commissioners

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE) ss

SECRETARY'S CERTIFICATE

I, MICHAEL A. FUGIEL, do hereby certify that I am the Secretary of the Board of Park Commissioners of the Lombard Park District, DuPage County, Illinois and, as such, I am keeper of the records, ordinances, files and seal of said Park District; and

I HEREBY CERTIFY that the foregoing instrument is a true and correct copy of:

A Resolution Approving an Amendment to Intergovernmental Agreement Between the Village of Lombard and the Lombard Park District in Regard to the Relocation of the Park District's Maintenance Facility on St. Charles Road.

adopted at a duly called regular meeting of the Board of Park Commissioners of the Lombard Park District held at Lombard, Illinois in said District at 7:00 p.m. on the 25th day of February, 2003.

I do further certify that the deliberations of the Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 48 hours in advance of the hold of said meeting, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Park District Code of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereto affix my official signature and the seal of said Lombard Park District at Lombard, Illinois, this 25th day of February, 2003.



Michael A. Fugiel
Secretary, Board of Park Commissioners

[SEAL]