LEGISTAR # 210359
DISTRICT # 1

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

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

TO : PRESIDENT AND BOARD OF TRUSTEES

FROM: Scott R. Niehaus, Village Manager

DATE : April 23, 2024 **(BOT) Date:** May 2, 2024

SUBJECT: 211 West St. Charles Road – Downtown Lombard Sprinkler Park

SUBMITTED BY: William J Heniff, Director of Community Development

BACKGROUND/POLICY IMPLICATIONS:
The Department of Community Development transmits for your consideration an ordinance authorizing a Fourth Amendment to an Intergovernmental Redevelopment Agreement between the Village of Lombard and the Lombard Park District in regard to the operation and maintenance of the sprinkler park at 211 West St. Charles Road, and authorizing the leasing of Village-owned property pursuant to 65 ILCS 5/11-76-1. The amendment extends the agreement period until December 31, 2029.

The Lombard Park District approved the Amendment at its March 26, 2024 Board meeting.

Staff recommends approval of this request. Staff is requesting a waiver of first reading of the Ordinance.

Please place this item on Separate Action as it requires a 3/4th majority of the Corporate Authorities (6 of 7 members) to approve.

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

MEETING DATE: May 2, 2024

SUBJECT: **Fourth Amendment to an Intergovernmental Agreement with Lombard Park District – Downtown Lombard Sprinkler Park**

In 2005, the Village of Lombard entered into an Intergovernmental Agreement (IGA) with the Lombard Park District regarding the Downtown Lombard Sprinkler Park at 211 West St. Charles Road. The IGA set forth the terms and conditions associated with its operations and the facility has been successfully operated over the past eighteen years. The IGA was originally approved for a five-year period, with subsequent five-year extensions in 2011 (i.e., the First Amendment) and 2017 (i.e., the Second Amendment). In 2021, the parties extended the agreement time period for a two-year period, until December 31, 2023 (the Third Amendment), as the original IGA approval authority was authorized through the Lombard Downtown Tax Increment Financing (TIF) District.

As the parties deem that further extensions are warranted, a further amended IGA would need to be established per the authority granted pursuant to 65 ILCS 5/11-76-1. Substantively, the primary change is to further extend the Agreement until December 31, 2029.

In consideration of downtown development activity and market conditions, staff does not anticipate redevelopment of the property in the immediate term. However, to account for this possibility, the Fourth Amendment continues to provide for a termination clause, as well as a cost recovery provision, provided that the Village provides a sixty-day notice to the Park District. All other provisions of the agreement remain in full force and effect.

Staff discussed this amendment with the Lombard Park District staff and the amendment was unanimously approved by the Lombard Park District Board at their March 26, 2024 meeting.

ACTION REQUESTED

Please place this item on the May 2, 2024 Village Board agenda for consideration and approval. Staff recommends approval of the Ordinance, with a waiver of first reading.

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ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A FOURTH AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF LOMBARD AND THE LOMBARD PARK DISTRICT IN REGARD TO THE OPERATION AND MAINTENANCE OF A SPRINKLER PARK AT 211 WEST ST. CHARLES ROAD

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.

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. The VILLAGE, pursuant to Ordinance Nos. 3121, 3122 and 3123, adopted February 2, 1989, as amended by Ordinance No. 5145, adopted June 6, 2002, Ordinance No. 5981, adopted January 18, 2007, Ordinance No. 6648, adopted September 15, 2011, Ordinance No. 7240, adopted June 16, 2016, and Ordinance No. 7953, adopted May 21, 2021, established the Village Downtown Tax Increment Financing (TIF) District (the "DOWNTOWN TIF DISTRICT") relative to the redevelopment project area, as amended, approved a redevelopment project and plan, as amended, in relation to the VILLAGE'S DOWNTOWN TIF DISTRICT and adopted tax increment financing for the VILLAGE'S DOWNTOWN TIF DISTRICT.

D. The VILLAGE and the Lombard Park District (hereinafter referred to as the "PARK DISTRICT") entered into "AN INTERGOVERNMENTAL REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF LOMBARD AND THE LOMBARD PARK DISTRICT IN REGARD TO THE DOWNTOWN TIF DISTRICT AND THE DEVELOPMENT, OPERATION AND MAINTENANCE OF A SPRINKLER PARK AT

211 WEST ST. CHARLES ROAD," dated June 9, 2005 (hereinafter the "ORIGINAL AGREEMENT).

E. The VILLAGE and the PARK DISTRICT entered into a "FIRST AMENDMENT TO AN INTERGOVERNMENTAL REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF LOMBARD AND THE LOMBARD PARK DISTRICT IN REGARD TO THE DOWNTOWN TIF DISTRICT AND THE DEVELOPMENT, OPERATION AND MAINTENANCE OF A SPRINKLER PARK AT 211 WEST ST. CHARLES ROAD," dated August 30, 2012 (hereinafter the "FIRST AMENDMENT"), and entered into a "SECOND AMENDMENT TO AN INTERGOVERNMENTAL REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF LOMBARD AND THE LOMBARD PARK DISTRICT IN REGARD TO THE DOWNTOWN TIF DISTRICT AND THE DEVELOPMENT, OPERATION AND MAINTENANCE OF A SPRINKLER PARK AT 211 WEST ST. CHARLES ROAD," dated January 19, 2017 (hereinafter the "SECOND AMENDMENT"). The VILLAGE and the PARK DISTRICT entered into a "THIRD AMENDMENT TO AN INTERGOVERNMENTAL DEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF LOMBARD AND THE LOMBARD PARK DISTRICT IN REGARD TO THE DOWNTOWN TIF DISTRICT AND THE DEVELOPMENT, OPERATION AND MAINTENANCE OF A SPRINKLER PARK AT 211 WEST ST. CHARLES ROAD," dated December 16, 2021 (the "THIRD AMENDMENT"). The ORIGINAL AGREEMENT, as amended by the FIRST AMENDMENT, SECOND AMENDMENT and the THIRD AMENDMENT, being hereinafter referred to as the "AMENDED AGREEMENT".

F. Pursuant to the AMENDED AGREEMENT, the VILLAGE leased the property, commonly known as 211 West St. Charles Road; said property being legally described as follows:

Lot 2 in Fifth Third Bank Plat of Resubdivision, being a resubdivision in the Northeast 1/4 of Section 7, Township 39 North, Range 11, East of the Third Principal Meridian, DuPage County, Illinois;

P.I.N.: Pt. 06-07-209-019;

(hereinafter referred to as the "VILLAGE PROPERTY"), to the PARK DISTRICT for the development, operation and maintenance of a sprinkler park and associated public parking and accessory facilities (hereinafter referred to as the "PROJECT'), all as more fully set forth in the site plan and associated descriptive Subsections A through I attached as Exhibit "B" to the AMENDED AGREEMENT.

G. The VILLAGE and the PARK DISTRICT have determined it to be in the best interests of the public that the VILLAGE PROPERTY continue to be used to provide open space and recreational opportunities for the residents of the VILLAGE.

H. Attached hereto as EXHIBIT 1 and made part hereof is a Fourth Amendment to the AMENDED AGREEMENT (hereinafter referred to as the "FOURTH AMENDMENT"), which extends the term of the AMENDED AGREEMENT for an additional six (6) years; through December 31, 2029.

I. It is in the best interests of the VILLAGE to approve the FOURTH AMENDMENT, and to continue to lease the VILLAGE PROPERTY to the PARK DISTRICT pursuant to the AMENDED AGREEMENT, as amended by the FOURTH AMENDMENTMENT.

J. The VILLAGE'S DOWNTOWN TIF DISTRICT expired on December 31, 2023.

K. Nonetheless, Article VII, Section 10 of the 1970 Illinois Constitution and 5 ILCS 220/1 through 220/9 provide authority for intergovernmental cooperation.

L. Further, Section 11-76-1 of the Illinois Municipal Code (65 ILCS 5/11-76-1) authorizes the Village to enter into the FOURTH AMENDMENT by a three-fourths (3/4ths) vote of the Corporate Authorities of the Village.

SECTION 2: Based upon the foregoing and pursuant to Article VII, Section 10 of the 1970 Illinois Constitution, 5 ILCS 220/1 through 220/9 and 65 ILCS 11-76-1, the FOURTH AMENDMENT attached hereto as EXHIBIT 1 and incorporated herein by reference, is hereby approved, and the President and Clerk of the VILLAGE be and they are hereby authorized and directed to continue to lease the VILLAGE PROPERTY pursuant to the terms and conditions set forth in said AMENDED AGREEMENT, as amended by the FOURTH AMENDMENT, on behalf of the VILLAGE, and they are further authorized and directed to execute and deliver such other instruments, including said FOURTH AMENDMENT, as may be necessary or convenient to consummate the continued leasing of the VILLAGE PROPERTY.

SECTION 3: That this Ordinance shall be in full force and effect from and after its passage and approval by a three-fourths (3/4ths) vote of the Corporate Authorities pursuant to 65 ILCS 5/11-76-1, and publication in pamphlet form as provided by law.

Passed on first reading this _____ day of _____, 2024.

First reading waived by action of the Board of Trustees this ___ day of _____, 2024.

Passed on second reading 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

Published by me in pamphlet form this ____ day of _____, 2024.

_____
Elizabeth Brezinski, Village Clerk

EXHIBIT 1

FOURTH AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF LOMBARD AND THE LOMBARD PARK DISTRICT IN REGARD TO THE OPERATION AND MAINTENANCE OF A SPRINKLER PARK AT 211 WEST ST. CHARLES ROAD

(attached)

FOURTH AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF LOMBARD AND THE LOMBARD PARK DISTRICT IN REGARD TO THE OPERATION AND MAINTENANCE OF A SPRINKLER PARK AT 211 WEST ST. CHARLES ROAD

This FOURTH AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF LOMBARD AND THE LOMBARD PARK DISTRICT IN REGARD TO THE OPERATION AND MAINTENANCE OF A SPRINKLER PARK AT 211 WEST ST. CHARLES ROAD (the "Fourth Amendment") is entered into this ___ day of _____, 2024, by and between the VILLAGE OF LOMBARD (the "VILLAGE") and the LOMBARD PARK DISTRICT (the "PARK DISTRICT" or "DISTRICT"). The VILLAGE and the DISTRICT are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties."

W I T N E S S E T H

WHEREAS, the VILLAGE is the fee owner of real property commonly known as 211 West St. Charles Road, Lombard, Illinois (the "Village Property"); and

WHEREAS, the VILLAGE and the PARK DISTRICT entered into "AN INTERGOVERNMENTAL REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF LOMBARD AND THE LOMBARD PARK DISTRICT IN REGARD TO THE DOWNTOWN TIF DISTRICT AND THE DEVELOPMENT, OPERATION AND MAINTENANCE OF A SPRINKLER PARK AT 211 WEST ST. CHARLES ROAD" (the "Sprinkler Park") dated June 9, 2005 (the "Original Agreement"), which provided for the redevelopment of the Village Property as the Sprinkler Park and set forth the Parties rights and obligations regarding the redevelopment of the Village Property; and

WHEREAS, the VILLAGE and the PARK DISTRICT entered into a "FIRST AMENDMENT TO AN INTERGOVERNMENTAL DEVELOPMENT AGREEMENT

BETWEEN THE VILLAGE OF LOMBARD AND THE LOMBARD PARK DISTRICT IN REGARD TO THE DOWNTOWN TIF DISTRICT AND THE DEVELOPMENT, OPERATION AND MAINTENANCE OF A SPRINKLER PARK AT 211 WEST ST. CHARLES ROAD" dated August 30, 2012 (the "First Amendment"); and

WHEREAS, the VILLAGE and the PARK DISTRICT entered into a "SECOND AMENDMENT TO AN INTERGOVERNMENTAL DEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF LOMBARD AND THE LOMBARD PARK DISTRICT IN REGARD TO THE DOWNTOWN TIF DISTRICT AND THE DEVELOPMENT, OPERATION AND MAINTENANCE OF A SPRINKLER PARK AT 211 WEST ST. CHARLES ROAD" dated January 19, 2017 (the "Second Amendment"); and

WHEREAS, the VILLAGE and the PARK DISTRICT entered into a "THIRD AMENDMENT TO AN INTERGOVERNMENTAL DEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF LOMBARD AND THE LOMBARD PARK DISTRICT IN REGARD TO THE DOWNTOWN TIF DISTRICT AND THE DEVELOPMENT, OPERATION AND MAINTENANCE OF A SPRINKLER PARK AT 211 WEST ST. CHARLES ROAD" dated December 16, 2021 (the "Third Amendment"); and

WHEREAS, The Original Agreement, as amended by the First Amendment, the Second Amendment and the Third Amendment shall be referred to herein as the "Amendment Agreement"; and

WHEREAS, Section 10 of the Amended Agreement provides that:

> "The PARK DISTRICT and the VILLAGE shall review the operation of the PROJECT during September of 2023, to make sure that the VILLAGE PROPERTY remains an appropriate location for the PROJECT. Components of this review shall include, but shall not be limited to, usage of the PROJECT, maintenance of the PROJECT, and public safety incident reports and responses in

relation to the PROJECT. Based on said review, the Parties shall decide if they want to enter into a new lease agreement relative to the VILLAGE PROPERTY."

WHEREAS, the VILLAGE's Downtown TIF District expired on December 31, 2023 and the VILLAGE and the PARK DISTRICT have determined, after a review pursuant to Section 10 of the Amended Agreement, to amend the Original Agreement a fourth time to extend the term of the Amended Agreement for an additional five (5) years and to set forth the statutory authority of the Village to enter into the Fourth Amendment given that the VILLAGE's Downtown TIF District has expired; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and 5 ILCS 220/1 *et seq*., provide authority for intergovernmental cooperation; and

WHEREAS, the VILLAGE is authorized to enter into this Fourth Amendment pursuant to Section 11-76-1 of the Illinois Municipal Code, 65 ILCS 5/11-76-1, by approval of an ordinance by a three-fourths vote of the Village corporate authorities; and

WHEREAS, it is in the best interests of the VILLAGE and the PARK DISTRICT to enter into this Fourth Amendment;

NOW, THEREFORE, in consideration of the foregoing and mutual covenants contained herein, the VILLAGE and the DISTRICT agree as follows:

1. That the recitals (Whereas clauses) set forth in the Amended Agreement are hereby amended by revising the tenth recital to read in its entirety as follows:

> "WHEREAS, pursuant to Section 11-76-1 of the Illinois Municipal Code, 65 ILCS 5/11-76-1, the Village has the authority to permit the PARK DISTRICT to use the VILLAGE PROPERTY for the operation and maintenance of the PROJECT and it is in the best interest of the VILLAGE do so."

2. That the recitals (Whereas clauses) set forth in the Amended Agreement are hereby further amended by deleting the second, third, fourth and fifth recital in their entirety.

3. That Section 1 of the Amended Agreement is hereby amended by revising it to read in its entirety as follows:

> "The VILLAGE hereby authorizes and permits the PARK DISTRICT to use the VILLAGE PROPERTY for the operation and maintenance of the PROJECT from the date of this Agreement (hereinafter referred to as the "START DATE"), until December 31, 2029."

4. That Section 10 of the AMENDED AGREEMENT is hereby amended to read in its entirety as follows:

> "The PARK DISTRICT and the VILLAGE shall review the operation of the PROJECT during September of 2029, to make sure that the VILLAGE PROPERTY remains an appropriate location for the PROJECT. Components of this review shall include, but shall not be limited to, usage of the PROJECT, maintenance of the PROJECT, and public safety incident reports and responses in relation to the PROJECT. Based on said review, the Parties shall decide if they want to enter into a new or extended lease agreement relative to the VILLAGE PROPERTY."

5. That all portions of the Amended Agreement, not amended by this Fourth Amendment, shall remain in full force and effect.

6. This Fourth Amendment shall be executed simultaneously in two (2) counterparts, each of which shall be deemed an original, but both of which shall constitute one and the same Fourth Amendment.

7. This Fourth Amendment shall be deemed dated and become effective on the date the last of the Parties execute this Fourth Amendment, as set forth below.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the VILLAGE, pursuant to authority granted by the adoption of an Ordinance by its Board of Trustees, has caused this FOURTH AMENDMENT to be executed by its Village President and attested by its Village Clerk, and the PARK DISTRICT, pursuant to the authority duly granted by the adoption of a Resolution by its Board of Park Commissioners, has cause this FOURTH AMENDMENT to be signed by its President and attested by its Secretary.

VILLAGE OF LOMBARD

_ _____
Keith T. Giagnorio, Village President

Dated:_____

ATTEST:

_____
Elizabeth Brezinski, Village Clerk

Dated:_____

LOMBARD PARK DISTRICT

Margaret E Fugiel
Margie Fugiel, President

Dated: 3/26/24

ATTEST:

Joseph S. McCann
Joseph S. McCann, Secretary

Dated: March 26, 2024

ACKNOWLEDGMENT

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 and Elizabeth Brezinski, personally known to me to be the Village President and Village Clerk of the Village of Lombard, 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 Village 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 Village 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 _____ day of _____, 2024.

_____
Notary Public

ACKNOWLEDGMENT

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 Margie Fugiel and Joseph S. McCann, personally known to me to be the President and Secretary of the Lombard Park District, 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 Secretary, they signed and delivered the said instrument and caused the corporate seal of said park district to be affixed thereto, pursuant to authority given by the Board of Park Commissioners of said park district, as their free and voluntary act, and as the free and voluntary act and deed of said park district, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 26th day of March, 2024.

Notary Public

OFFICIAL SEAL
LEAH TOUZIOS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 03/03/2027

ORDINANCE 8012
PAMPHLET

211 W. ST CHARLES ROAD – DOWNTOWN LOMBARD
SPRINKLER PARK

PUBLISHED IN PAMPHLET FORM THIS 17th OF DECEMBER, 2021, BY ORDER OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF LOMBARD, DUPAGE COUNTY, ILLINOIS.

Elizabeth Brezinski
Village Clerk

ORDINANCE NO. 8012

**AN ORDINANCE AUTHORIZING
A THIRD AMENDMENT TO
AN INTERGOVERNMENTAL REDEVELOPMENT AGREEMENT
BETWEEN THE VILLAGE OF LOMBARD AND THE LOMBARD PARK DISTRICT
IN REGARD TO THE DOWNTOWN TIF DISTRICT AND
THE DEVELOPMENT, OPERATION AND MAINTENANCE OF
A SPRINKLER PARK AT 211 WEST ST. CHARLES ROAD, AND
AUTHORIZING THE CONTINUED LEASING OF VILLAGE-OWNED PROPERTY
WITHIN SAID DOWNTOWN TIF DISTRICT IN RELATION THERETO**

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.

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. The VILLAGE, pursuant to Ordinance Nos. 3121, 3122 and 3123, adopted February 2, 1989, as amended by Ordinance No. 5145, adopted June 6, 2002, Ordinance No. 5981, adopted January 18, 2007, Ordinance No. 6648, adopted September 15, 2011, Ordinance No. 7240, adopted June 16, 2016, and Ordinance No. 7953, adopted May 21, 2021, established the Village Downtown Tax Increment Financing (TIF) District (the "DOWNTOWN TIF DISTRICT") relative to the redevelopment project area, as amended, legally described in EXHIBIT 1 attached hereto and made part hereof (the "REDEVELOPMENT PROJECT AREA"), approved a redevelopment project and plan, as amended, in relation to the VILLAGE'S DOWNTOWN TIF DISTRICT and adopted tax increment financing for the VILLAGE'S DOWNTOWN TIF DISTRICT.

D. The VILLAGE and the Lombard Park District (hereinafter referred to as the "PARK DISTRICT") entered into "AN INTERGOVERNMENTAL REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF LOMBARD AND THE LOMBARD PARK DISTRICT IN REGARD TO THE DOWNTOWN TIF DISTRICT AND THE DEVELOPMENT, OPERATION AND MAINTENANCE OF A SPRINKLER PARK AT 211 WEST ST. CHARLES ROAD," dated June 9, 2005 (hereinafter the "ORIGINAL AGREEMENT).

E. The VILLAGE and the PARK DISTRICT entered into a "FIRST AMENDMENT TO AN INTERGOVERNMENTAL REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF LOMBARD AND THE LOMBARD PARK DISTRICT IN REGARD TO THE DOWNTOWN TIF DISTRICT AND THE DEVELOPMENT, OPERATION AND MAINTENANCE OF A SPRINKLER PARK AT 211 WEST ST. CHARLES ROAD," dated August 30, 2012 (hereinafter the "FIRST AMENDMENT"), and entered into a "SECOND AMENDMENT TO AN INTERGOVERNMENTAL REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF LOMBARD AND THE LOMBARD PARK DISTRICT IN REGARD TO THE DOWNTOWN TIF DISTRICT AND THE DEVELOPMENT, OPERATION AND MAINTENANCE OF A SPRINKLER PARK AT 211 WEST ST. CHARLES ROAD," dated January 19, 2017 (hereinafter the "SECOND AMENDMENT"). The ORIGINAL AGREEMENT, as amended by the FIRST AMENDMENT and the SECOND AMENDMENT, being hereinafter referred to as the "AMENDED AGREEMENT".

F. Pursuant to the AMENDED AGREEMENT, the VILLAGE leased the property, commonly known as 211 West St. Charles Road; said property being legally described as follows:

> Lot 2 in Fifth Third Bank Plat of Resubdivision, being a resubdivision in the Northeast 1/4 of Section 7, Township 39 North, Range 11, East of the Third Principal Meridian, DuPage County, Illinois;

P.I.N.: Pt. 06-07-209-019;

(hereinafter referred to as the "VILLAGE PROPERTY"), to the PARK DISTRICT for the development, operation and maintenance of a sprinkler park and associated public parking and accessory facilities (hereinafter referred to as the "PROJECT'), all as more fully set forth in the site plan and associated descriptive Subsections A through I attached as Exhibit "B" to the AMENDED AGREEMENT.

G. The VILLAGE and the PARK DISTRICT have determined it to be in the best interests of the public that the VILLAGE PROPERTY continue to be used to provide open space and recreational opportunities for the residents of the VILLAGE.

H. Attached hereto as EXHIBIT 2 and made part hereof is a Third Amendment to the AMENDED AGREEMENT (hereinafter referred to as the "THIRD AMENDMENT"), which extends the term of the AMENDED AGREEMENT for an additional two (2) years; through December 31, 2023.

I. In accordance with the TIF ACT, it is in the best interests of the VILLAGE to approve the THIRD AMENDMENT, and to continue to lease the VILLAGE PROPERTY to the PARK DISTRICT pursuant to the AMENDED AGREEMENT, as amended by the THIRD AMENDMENT, so that redevelopment within the DOWNTOWN TIF DISTRICT can continue, said redevelopment pursuant to the TIF ACT being the VILLAGE'S purpose for continuing to lease the VILLAGE PROPERTY.

J. Article VII, Section 10 of the 1970 Illinois Constitution and 5 ILCS 220/1 through 220/9 provide authority for intergovernmental cooperation.

K. It is in the best interests of the VILLAGE and the PARK DISTRICT to enter into the THIRD AMENDMENT attached hereto as EXHIBIT 2.

SECTION 2: Based upon the foregoing and pursuant to the TIF ACT, the THIRD AMENDMENT attached hereto as EXHIBIT 2 is hereby approved, and the President and Clerk of the VILLAGE be and they are hereby authorized and directed to continue to lease the VILLAGE PROPERTY pursuant to the terms and conditions set forth in said AMENDED AGREEMENT, as

amended by the THIRD AMENDMENT, on behalf of the VILLAGE, and they are further authorized and directed to execute and deliver such other instruments, including said THIRD AMENDMENT, as may be necessary or convenient to consummate the continued leasing of the VILLAGE PROPERTY.

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 _____, 2021.

First reading waived by action of the Board of Trustees this 16th of December, 2021.

Passed on second reading this 16th of December, 2021, pursuant to a roll call vote as follows:

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

Nays: None

Absent: Trustee Dudek

Approved by me this 16th of December, 2021.

Keith T. Giagnorio, Village President

ATTEST:

Elizabeth Brezinski, Village Clerk

Published by me in pamphlet form this 17th of December, 2021.

Elizabeth Brezinski, Village Clerk

EXHIBIT 1

REDEVELOPMENT PROJECT AREA

(Legal Description of Downtown TIF District)

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 FEET OF LOTS 4, 6, 7, 8, 9, 10, 11, 12, 13 AND 14 IN CAVERNO'S SUBDIVISION, LOT 1 IN LOMBARD BIBLE CHURCH CONSOLIDATION PLAT, LOT 1 IN THE VILLAGE OF LOMBARD MAPLE STREET PLAT OF CONSOLIDATION, 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 3, 4, 5, 6, 7 AND 11 IN BLOCK 10 OF THE ORIGINAL TOWN OF LOMBARD, LOTS 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 AND 18 IN GROVE PARK SUBDIVISION 1ST ADDITION, LOTS 2, 3, 4, 5, 6, 7, 8, 9, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 AND 28 IN GROVE PARK SUBDIVISION, LOTS 1 AND 2 IN TIMKE'S RESUBDIVISION, LOTS 1, 2, 3, 4 AND 5 IN GROVE STREET ASSESSMENT PLAT, LOT 1 OF THE BELFAST CONSOLIDATION PLAT, LOT 43 EXCEPTING THE NORTH 20 FEET THEREOF IN ORCHARD SUBDIVISION, ALL OF THE LINCOLN TERRACE CONDOMINIUM, LOTS 1, 2 AND 3 IN THE SUBDIVISION OF OUTLOT 10 IN BLOCK 19 IN THE ORIGINAL TOWN OF LOMBARD, LOTS 4 AND 5 OF BLOCK 19 OF THE ORIGINAL TOWN OF LOMBARD, LOTS 5, 6 AND 7 OF J.B. HULL'S SUBDIVISION OF LOT 3 OF BLOCK 19 OF THE ORIGINAL TOWN OF LOMBARD, LOTS 1 AND 2 OF BLOCK 19 OF THE ORIGINAL TOWN OF LOMBARD, LOTS 1, 2 AND 3 IN ZITTS RESUBDIVISION, LOT 2 IN PARK VIEW POINTE RESIDENTIAL CONDOMINIUM, ALL OF PARK VIEW POINTE COMMERCIAL CONDOMINIUM, LOT 1 IN PARK VIEW POINTE RESUBDIVISION, LOTS 8, 9, 10 AND 11 IN J.B. HULL'S SUBDIVISION PART OF BLOCK 11 AND PART OF OUTLOT 4 OF THE ORIGINAL TOWN OF LOMBARD, LOTS 10 AND 11 IN PARK MANOR CONDOMINIUM, 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.

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, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 AND 18 IN BLOCK 12 OF THE ORIGINAL TOWN OF LOMBARD, REGENCY GROVE CONDOMINIUMS, LOTS 1, 2, 3, 5, 6, 7, 8, 9, 10, 12, 13, 14 AND 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.

EXCLUDING:

PARCEL 1:

UNIT NO. 227, IN PARK AVENUE CONDOMINIUM NO. 1, AS DELINEATED ON THE SURVEY OF CERTAIN LOTS OR PARTS THEREOF IN FIRST ADDITION TO GROVE PARK SUBDIVISION, ALSO CERTAIN LOTS OR PARTS THEREOF IN ORIGINAL TOWN OF LOMBARD, ALSO CERTAIN LOTS OR PARTS THEREOF IN W.H. MAPLES SUBDIVISION, AND CERTAIN VACATED STREETS ADJACENT THERETO, IN SECTION 7, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED JUNE 16, 2003 AS DOCUMENT R2003-225259, IN DUPAGE COUNTY, ILLINOIS, TOGETHER WITH AN UNDIVIDED 0.526% INTEREST IN THE COMMON ELEMENTS APPURTENANT TO SAID UNIT, AS SET FORTH IN SAID DECLARATION, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE NOS. 165 AND 166, A LIMITED COMMON ELEMENT AS DEPICTED IN THE DECLARATION OF CONDOMINIUM RECORDED JUNE 16, 2003 AS DOCUMENT R2003-225259.

P.I.N.: 06-07-228-057.
Common Address: 150 W. St. Charles Road, Unit 227, Lombard, Illinois 60148.

PARCEL 3:

THAT PART OF LOT 1 IN LINCOLN PLACE RESUBDIVISION, BEING A RESUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 1, 2003 AS DOCUMENT NUMBER R2003-452349, AND CORRECTED BY AFFIDAVIT AND CERTIFICATE OF CORRECTION RECORDED NOVEMBER 5, 2004 AS DOCUMENT NUMBER R2004-284508, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 73 DEGREES 15 MINUTES 34 SECONDS EAST ALONG AN ASSUMED BEARING, BEING THE NORTHERLY LINE OF SAID LOT 1 A DISTANCE OF 165.60 FEET; THENCE SOUTH 16 DEGREES 45 MINUTES 55 SECONDS EAST 24.83 FEET TO A POINT ON A CONCRETE BLOCK WALL; THENCE SOUTHWESTERLY ALONG SAID CONCRETE BLOCK WALL THE FOLLOWING EIGHT COURSES, SOUTH 73 DEGREES 18 MINUTES 28 SECONDS WEST 12.92 FEET; THENCE SOUTH 16 DEGREES 38 MINUTES 16 SECONDS EAST 0.99 FEET; THENCE SOUTH 73 DEGREES 21 MINUTES 44 SECONDS WEST 37.70 FEET; THENCE NORTH 16 DEGREES 38 MINUTES 16 SECONDS WEST 2.00 FEET; THENCE SOUTH 73 DEGREES 17 MINUTES 28 SECONDS WEST 46.39 FEET; THENCE SOUTH 16 DEGREES 38 MINUTES 16 SECONDS EAST 1.94 FEET; THENCE SOUTH 73 DEGREES 21 MINUTES 44 SECONDS WEST 59.54 FEET; THENCE SOUTH 16 DEGREES 25 MINUTES 52 SECONDS EAST 7.30 FEET; THENCE SOUTH 73 DEGREES 34 MINUTES 08 SECONDS WEST 1.06 FEET; THENCE SOUTH 28 DEGREES 18 MINUTES 13 SECONDS WEST 1.64 FEET; THENCE SOUTH 73 DEGREES 13 MINUTES 00 SECONDS WEST 6.77 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 1; THENCE NORTH 16 DEGREES 47 MINUTES 00 SECONDS WEST ALONG SAID WESTERLY LINE 34.01 FEET TO THE POINT OF BEGINNING;

ALSO THAT PART DESCRIBED AS FOLLOWS ("RETAIL TRASH ROOM"):

THAT PART OF SAID LOT 1; COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 16 DEGREES 45 MINUTES 55 SECONDS EAST ALONG THE EASTERLY LINE OF SAID LOT 1 A DISTANCE OF 46.96 FEET; THENCE SOUTH 73 DEGREES 14 MINUTES 05 SECONDS WEST 11.76 FEET TO THE INSIDE CORNER OF A CONCRETE BLOCK WALL, SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 16 DEGREES 48 MINUTES 46 SECONDS EAST ALONG SAID WALL 7.77 FEET; THENCE SOUTH 73 DEGREES 48 MINUTES 28 SECONDS WEST ALONG SAID WALL 11.08 FEET; THENCE NORTH 16 DEGREES 58 MINUTES 03 SECONDS WEST ALONG SAID WALL 7.65 FEET; THENCE NORTH 73 DEGREES 11 MINUTES 14 SECONDS EAST ALONG SAID WALL 11.10 FEET TO THE POINT OF BEGINNING;

ALSO THAT PART DESCRIBED AS FOLLOWS ("RETAIL PARKING"):

THAT PART OF SAID LOT 1; COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 16 DEGREES 47 MINUTES 00 SECONDS WEST ALONG THE WESTERLY LINE OF SAID LOT 1 A DISTANCE OF 12.94 FEET TO THE POINT OF BEGINNING; THENCE NORTH 16 DEGREES 47 MINUTES 00 SECONDS WEST CONTINUING ALONG SAID WESTERLY LINE 82.00 FEET; THENCE NORTH 73 DEGREES 18 MINUTES 13 SECONDS EAST 13.69 FEET; THENCE SOUTH 16 DEGREES 41 MINUTES 47 SECONDS EAST 82.00 FEET; THENCE SOUTH 73 DEGREES 18 MINUTES 13 SECONDS WEST 13.57 FEET TO THE POINT OF BEGINNING;

EXCEPT ("CONDO TURRET EXCLUSION"):

THAT PART OF SAID LOT 1 LYING ABOVE THE BOTTOM VERTICAL PLANE OF ELEVATION 724.00 FEET (BASED ON THE VILLAGE OF LOMBARD MONUMENT 1-002, ELEVATION 691.53); DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 73 DEGREES 15 MINUTES 34 SECONDS EAST ALONG AN ASSUMED BEARING, BEING THE NORTHERLY LINE OF SAID LOT 1 A DISTANCE OF 165.60 FEET; THENCE SOUTH 16 DEGREES 45 MINUTES 55 SECONDS EAST 24.83 FEET TO A POINT ON A CONCRETE BLOCK WALL; THENCE SOUTHWESTERLY ALONG SAID CONCRETE BLOCK WALL THE FOLLOWING EIGHT COURSES, SOUTH 73 DEGREES 18 MINUTES 28 SECONDS WEST 12.92 FEET; THENCE SOUTH 16 DEGREES 38 MINUTES 16 SECONDS EAST 0.99 FEET; THENCE SOUTH 73 DEGREES 21 MINUTES 44 SECONDS WEST 37.70 FEET; THENCE NORTH 16 DEGREES 38 MINUTES 16 SECONDS WEST 2.00 FEET; THENCE SOUTH 73 DEGREES 17 MINUTES 28 SECONDS WEST 46.39 FEET; THENCE SOUTH 16 DEGREES 38 MINUTES 16 SECONDS EAST 1.94 FEET; THENCE SOUTH 73 DEGREES 21 MINUTES 44 SECONDS WEST 37.69 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 73 DEGREES 21 MINUTES 44 SECONDS WEST 21.85 FEET; THENCE SOUTH 16 DEGREES 25 MINUTES 52 SECONDS EAST 7.30 FEET; THENCE SOUTH 73 DEGREES 34 MINUTES 08 SECONDS WEST 1.06 FEET; THENCE SOUTH 28 DEGREES 18 MINUTES 13 SECONDS WEST 1.64 FEET; THENCE NORTH 62 DEGREES 16 MINUTES 07 SECONDS WEST 4.58 FEET; THENCE NORTH 16 DEGREES 54 MINUTES 39 SECONDS WEST 11.41 FEET; THENCE NORTH 28 DEGREES 41 MINUTES 28 SECONDS EAST 11.33 FEET; THENCE NORTH 72 DEGREES 49 MINUTES 49 SECONDS EAST 11.31 FEET; THENCE SOUTH 61 DEGREES 52 MINUTES 37 SECONDS EAST 11.35 FEET; THENCE SOUTH 16 DEGREES 38 MINUTES 16 SECONDS EAST 6.23 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 06-07-209-025.
Common Address: 141 West St. Charles Road, Lombard, Illinois 60148.

PARCEL 4:

LOT 2 IN PARK PLACE OF LOMBARD SUBDIVISION, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 22, 2016, AS DOCUMENT R2016-016547, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 06-07-206-052.
Address of Real Estate: 29 West Grove Street, Lombard, Illinois 60148.

PARCEL 5:

OUTLOT A IN PARK PLACE OF LOMBARD SUBDIVISION, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 22, 2016, AS DOCUMENT R2016-016547, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 06-07-206-051.
Address of Real Estate: 27 West Grove Street, Lombard, Illinois 60148.

EXHIBIT 2

**THIRD AMENDMENT TO
AN INTERGOVERNMENTAL REDEVELOPMENT AGREEMENT
BETWEEN THE VILLAGE OF LOMBARD AND THE LOMBARD PARK DISTRICT
IN REGARD TO THE DOWNTOWN TIF DISTRICT AND
THE DEVELOPMENT, OPERATION AND MAINTENANCE OF
A SPRINKLER PARK AT 211 WEST ST. CHARLES ROAD**

(attached)

THIRD AMENDMENT TO
AN INTERGOVERNMENTAL REDEVELOPMENT AGREEMENT
BETWEEN THE VILLAGE OF LOMBARD AND THE LOMBARD PARK DISTRICT
IN REGARD TO THE DOWNTOWN TIF DISTRICT AND
THE DEVELOPMENT, OPERATION AND MAINTENANCE OF
A SPRINKLER PARK AT 211 WEST ST. CHARLES ROAD

This THIRD AMENDMENT TO INTERGOVERNMENTAL REDEVELOPMENT AGREEMENT (the "THIRD AMENDMENT") is entered into this _____ day of _____, 2021, by and between the VILLAGE OF LOMBARD (the "VILLAGE") and the LOMBARD PARK DISTRICT (the "PARK DISTRICT'). The VILLAGE and the PARK DISTRICT are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties."

W I T N E S S E T H

WHEREAS, the VILLAGE and the PARK DISTRICT entered into "AN INTERGOVERNMENTAL REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF LOMBARD AND THE LOMBARD PARK DISTRICT IN REGARD TO THE DOWNTOWN TIF DISTRICT AND THE DEVELOPMENT, OPERATION AND MAINTENANCE OF A SPRINKLER PARK AT 211 WEST ST. CHARLES ROAD," dated June 9, 2005 (the "ORIGINAL AGREEMENT); and

WHEREAS, the VILLAGE and the PARK DISTRICT entered into a "FIRST AMENDMENT TO AN INTERGOVERNMENTAL DEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF LOMBARD AND THE LOMBARD PARK DISTRICT IN REGARD TO THE DOWNTOWN TIF DISTRICT AND THE DEVELOPMENT, OPERATION AND MAINTENANCE OF A SPRINKLER PARK AT 211 WEST ST. CHARLES ROAD," dated August 30, 2012 (the "FIRST AMENDMENT"); and

WHEREAS, the VILLAGE and the PARK DISTRICT entered into a "SECOND AMENDMENT TO AN INTERGOVERNMENTAL DEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF LOMBARD AND THE LOMBARD PARK DISTRICT IN REGARD TO THE DOWNTOWN TIF DISTRICT AND THE DEVELOPMENT, OPERATION AND MAINTENANCE OF A SPRINKLER PARK AT 211 WEST ST. CHARLES ROAD," dated January 19, 2017 (the

"SECOND AMENDMENT" – the ORIGINAL AGREEMENT, as amended by the FIRST AMENDMENT and the SECOND AMENDMENT, being hereinafter referred to as the "AMENDED AGREEMENT"); and

WHEREAS, the VILLAGE and the PARK DISTRICT desire to amend certain provisions of the AMENDED AGREEMENT, so as to extend the term thereof for an additional two (2) years; and

WHEREAS, in accordance with the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.* (the "TIF ACT"), it is in the best interests of the VILLAGE to approve this THIRD AMENDMENT, and to continue to lease the VILLAGE PROPERTY (as defined in the AMENDED AGREEMENT) to the PARK DISTRICT pursuant thereto, so that redevelopment within the DOWNTOWN TIF DISTRICT (as defined in the AMENDED AGREEMENT) can continue, said redevelopment pursuant to the TIF ACT being the VILLAGE'S purpose for leasing the VILLAGE PROPERTY (as defined in the AMENDED AGREEMENT); and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and 5 ILCS 220/1 through 220/9 provide authority for intergovernmental cooperation; and

WHEREAS, it is in the best interests of the VILLAGE and the PARK DISTRICT to enter into this THIRD AMENDMENT;

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements hereinafter contained, the Parties hereto agree as follows:

1. That the Third "Whereas Clause" of the AMENDED AGREEMENT is hereby amended by inserting the following between the words "property" and "is" in the seventh line thereof:

> "(as amended by Ordinance No. 6648, adopted September 15, 2011, Ordinance No. 7240, adopted June 16, 2016, and Ordinance No. 7953, adopted May 21, 2021)"

2. That Section 1. of the AMENDED AGREEMENT is hereby amended by revising the reference therein to, "December 31, 2021," to read, "December 31, 2023."

3. That Section 10. of the AMENDED AGREEMENT is hereby amended to read in its entirety as follows:

"10. The PARK DISTRICT and the VILLAGE shall review the operation of the PROJECT during September of 2023, to make sure that the VILLAGE PROPERTY remains an appropriate location for the PROJECT. Components of this review shall include, but shall not be limited to, usage of the PROJECT, maintenance of the PROJECT, and public safety incident reports and responses in relation to the PROJECT. Based on said review, the Parties shall decide if they want to enter into a new lease agreement relative to the VILLAGE PROPERTY."

4. That EXHIBIT A to the AMENDED AGREEMENT is hereby amended to read in its entirety as set forth on EXHIBIT A attached hereto and made part hereof.

5. That all portions of the AMENDED AGREEMENT, not amended hereby, shall remain in full force and effect.

6. This THIRD AMENDMENT shall be executed simultaneously in two (2) counterparts, each of which shall be deemed an original, but both of which shall constitute one and the same THIRD AMENDMENT.

7. This THIRD AMENDMENT shall be deemed dated and become effective on the date the last of the Parties execute this THIRD AMENDMENT, as set forth below.

SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, the VILLAGE, pursuant to authority granted by the adoption of an Ordinance by its Board of Trustees, has caused this THIRD AMENDMENT to be executed by its Village President and attested by its Village Clerk, and the PARK DISTRICT, pursuant to the authority duly granted by the adoption of a Resolution by its Board of Park Commissioners, has cause this THIRD AMENDMENT to be signed by its President and attested by its Secretary.

VILLAGE OF LOMBARD

_____
Keith T. Giagnorio, Village President

Dated:_____

ATTEST:

_____
Elizabeth Brezinski, Village Clerk

Dated:_____

LOMBARD PARK DISTRICT

_____
Jim Scalzo, President

Dated:_____

ATTEST:

_____
Paul Friedrichs, Secretary

Dated:_____

ACKNOWLEDGMENT

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 and Elizabeth Brezinski, personally known to me to be the Village President and Village Clerk of the Village of Lombard, 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 Village 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 Village 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 _____ day of _____, 2021.

_____
Notary Public

ACKNOWLEDGMENT

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 Jim Scalzo and Paul Friedrichs, personally known to me to be the President and Secretary of the Lombard Park District, 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 Secretary, they signed and delivered the said instrument and caused the corporate seal of said park district to be affixed thereto, pursuant to authority given by the Board of Park Commissioners of said park district, as their free and voluntary act, and as the free and voluntary act and deed of said park district, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2021.

_____
Notary Public

EXHIBIT A

Redevelopment Project Area
for the Downtown TIF District

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 FEET OF LOTS 4, 6, 7, 8, 9, 10, 11, 12, 13 AND 14 IN CAVERNO'S SUBDIVISION, LOT 1 IN LOMBARD BIBLE CHURCH CONSOLIDATION PLAT, LOT 1 IN THE VILLAGE OF LOMBARD MAPLE STREET PLAT OF CONSOLIDATION, 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 3, 4, 5, 6, 7 AND 11 IN BLOCK 10 OF THE ORIGINAL TOWN OF LOMBARD, LOTS 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 AND 18 IN GROVE PARK SUBDIVISION 1ST ADDITION, LOTS 2, 3, 4, 5, 6, 7, 8, 9, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 AND 28 IN GROVE PARK SUBDIVISION, LOTS 1 AND 2 IN TIMKE'S RESUBDIVISION, LOTS 1, 2, 3, 4 AND 5 IN GROVE STREET ASSESSMENT PLAT, LOT 1 OF THE BELFAST CONSOLIDATION PLAT, LOT 43 EXCEPTING THE NORTH 20 FEET THEREOF IN ORCHARD SUBDIVISION, ALL OF THE LINCOLN TERRACE CONDOMINIUM, LOTS 1, 2 AND 3 IN THE SUBDIVISION OF OUTLOT 10 IN BLOCK 19 IN THE ORIGINAL TOWN OF LOMBARD, LOTS 4 AND 5 OF BLOCK 19 OF THE ORIGINAL TOWN OF LOMBARD, LOTS 5, 6 AND 7 OF J.B. HULL'S SUBDIVISION OF LOT 3 OF BLOCK 19 OF THE ORIGINAL TOWN OF LOMBARD, LOTS 1 AND 2 OF BLOCK 19 OF THE ORIGINAL TOWN OF LOMBARD, LOTS 1, 2 AND 3 IN ZITTS RESUBDIVISION, LOT 2 IN PARK VIEW POINTE RESIDENTIAL CONDOMINIUM, ALL OF PARK VIEW POINTE COMMERCIAL CONDOMINIUM, LOT 1 IN PARK VIEW POINTE RESUBDIVISION, LOTS 8, 9, 10 AND 11 IN J.B. HULL'S SUBDIVISION PART OF BLOCK 11 AND PART OF OUTLOT 4 OF THE ORIGINAL TOWN OF LOMBARD, LOTS 10 AND 11 IN PARK MANOR CONDOMINIUM, 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.

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, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 AND 18 IN BLOCK 12 OF THE ORIGINAL TOWN OF LOMBARD, REGENCY GROVE CONDOMINIUMS, LOTS 1, 2, 3, 5, 6, 7, 8, 9, 10, 12, 13, 14 AND 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.

EXCLUDING:

PARCEL 1:

UNIT NO. 227, IN PARK AVENUE CONDOMINIUM NO. 1, AS DELINEATED ON THE SURVEY OF CERTAIN LOTS OR PARTS THEREOF IN FIRST ADDITION TO GROVE PARK SUBDIVISION, ALSO CERTAIN LOTS OR PARTS THEREOF IN ORIGINAL TOWN OF LOMBARD, ALSO CERTAIN LOTS OR PARTS THEREOF IN W.H. MAPLES SUBDIVISION, AND CERTAIN VACATED STREETS ADJACENT THERETO, IN SECTION 7, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED JUNE 16, 2003 AS DOCUMENT R2003-225259, IN DUPAGE COUNTY, ILLINOIS, TOGETHER WITH AN UNDIVIDED 0.526% INTEREST IN THE COMMON ELEMENTS APPURTENANT TO SAID UNIT, AS SET FORTH IN SAID DECLARATION, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE NOS. 165 AND 166, A LIMITED COMMON ELEMENT AS DEPICTED IN THE DECLARATION OF CONDOMINIUM RECORDED JUNE 16, 2003 AS DOCUMENT R2003-225259.

P.I.N.: 06-07-228-057.
Common Address: 150 W. St. Charles Road, Unit 227, Lombard, Illinois 60148.

PARCEL 3:

THAT PART OF LOT 1 IN LINCOLN PLACE RESUBDIVISION, BEING A RESUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 1, 2003 AS DOCUMENT NUMBER R2003-452349, AND CORRECTED BY AFFIDAVIT AND CERTIFICATE OF CORRECTION RECORDED NOVEMBER 5, 2004 AS DOCUMENT NUMBER R2004-284508, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 73 DEGREES 15 MINUTES 34 SECONDS EAST ALONG AN ASSUMED BEARING, BEING THE NORTHERLY LINE OF SAID LOT 1 A DISTANCE OF 165.60 FEET; THENCE SOUTH 16 DEGREES 45 MINUTES 55 SECONDS EAST 24.83 FEET TO A POINT ON A CONCRETE BLOCK WALL; THENCE SOUTHWESTERLY ALONG SAID CONCRETE BLOCK WALL THE FOLLOWING EIGHT COURSES, SOUTH 73 DEGREES 18 MINUTES 28 SECONDS WEST 12.92 FEET; THENCE SOUTH 16 DEGREES 38 MINUTES 16 SECONDS EAST 0.99 FEET; THENCE SOUTH 73 DEGREES 21 MINUTES 44 SECONDS WEST 37.70 FEET; THENCE NORTH 16 DEGREES 38 MINUTES 16 SECONDS WEST 2.00 FEET; THENCE SOUTH 73 DEGREES 17 MINUTES 28 SECONDS WEST 46.39 FEET; THENCE SOUTH 16 DEGREES 38 MINUTES 16 SECONDS EAST 1.94 FEET; THENCE SOUTH 73 DEGREES 21 MINUTES 44 SECONDS WEST 59.54 FEET; THENCE SOUTH 16 DEGREES 25 MINUTES 52 SECONDS EAST 7.30 FEET; THENCE SOUTH 73 DEGREES 34 MINUTES 08 SECONDS WEST 1.06 FEET; THENCE SOUTH 28 DEGREES 18 MINUTES 13 SECONDS WEST 1.64 FEET; THENCE SOUTH 73 DEGREES 13 MINUTES 00 SECONDS WEST 6.77 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 1; THENCE NORTH 16 DEGREES 47 MINUTES 00 SECONDS WEST ALONG SAID WESTERLY LINE 34.01 FEET TO THE POINT OF BEGINNING;

ALSO THAT PART DESCRIBED AS FOLLOWS ("RETAIL TRASH ROOM"):

THAT PART OF SAID LOT 1; COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 16 DEGREES 45 MINUTES 55 SECONDS EAST ALONG THE EASTERLY LINE OF SAID LOT 1 A DISTANCE OF 46.96 FEET; THENCE SOUTH 73 DEGREES 14 MINUTES 05 SECONDS WEST 11.76 FEET TO THE INSIDE CORNER OF A CONCRETE BLOCK WALL, SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 16 DEGREES 48 MINUTES 46 SECONDS EAST ALONG SAID WALL 7.77 FEET; THENCE SOUTH 73 DEGREES 48 MINUTES 28 SECONDS WEST ALONG SAID WALL 11.08 FEET; THENCE NORTH 16 DEGREES 58 MINUTES 03 SECONDS WEST ALONG SAID WALL 7.65 FEET; THENCE NORTH 73 DEGREES 11 MINUTES 14 SECONDS EAST ALONG SAID WALL 11.10 FEET TO THE POINT OF BEGINNING;

ALSO THAT PART DESCRIBED AS FOLLOWS ("RETAIL PARKING"):

THAT PART OF SAID LOT 1; COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 16 DEGREES 47 MINUTES 00 SECONDS WEST ALONG THE WESTERLY LINE OF SAID LOT 1 A DISTANCE OF 12.94 FEET TO THE POINT OF BEGINNING; THENCE NORTH 16 DEGREES 47 MINUTES 00 SECONDS WEST CONTINUING ALONG SAID WESTERLY LINE 82.00 FEET; THENCE NORTH 73 DEGREES 18 MINUTES 13 SECONDS EAST 13.69 FEET; THENCE SOUTH 16 DEGREES 41 MINUTES 47 SECONDS EAST 82.00 FEET; THENCE SOUTH 73 DEGREES 18 MINUTES 13 SECONDS WEST 13.57 FEET TO THE POINT OF BEGINNING;

EXCEPT ("CONDO TURRET EXCLUSION"):

THAT PART OF SAID LOT 1 LYING ABOVE THE BOTTOM VERTICAL PLANE OF ELEVATION 724.00 FEET (BASED ON THE VILLAGE OF LOMBARD MONUMENT 1-002, ELEVATION 691.53); DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 73 DEGREES 15 MINUTES 34 SECONDS EAST ALONG AN ASSUMED BEARING, BEING THE NORTHERLY LINE OF SAID LOT 1 A DISTANCE OF 165.60 FEET; THENCE SOUTH 16 DEGREES 45 MINUTES 55 SECONDS EAST 24.83 FEET TO A POINT ON A CONCRETE BLOCK WALL; THENCE SOUTHWESTERLY ALONG SAID CONCRETE BLOCK WALL THE FOLLOWING EIGHT COURSES, SOUTH 73 DEGREES 18 MINUTES 28 SECONDS WEST 12.92 FEET; THENCE SOUTH 16 DEGREES 38 MINUTES 16 SECONDS EAST 0.99 FEET; THENCE SOUTH 73 DEGREES 21 MINUTES 44 SECONDS WEST 37.70 FEET; THENCE NORTH 16 DEGREES 38 MINUTES 16 SECONDS WEST 2.00 FEET; THENCE SOUTH 73 DEGREES 17 MINUTES 28 SECONDS WEST 46.39 FEET; THENCE SOUTH 16 DEGREES 38 MINUTES 16 SECONDS EAST 1.94 FEET; THENCE SOUTH 73 DEGREES 21 MINUTES 44 SECONDS WEST 37.69 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 73 DEGREES 21 MINUTES 44 SECONDS WEST 21.85 FEET; THENCE SOUTH 16 DEGREES 25 MINUTES 52 SECONDS EAST 7.30 FEET; THENCE SOUTH 73 DEGREES 34 MINUTES 08 SECONDS WEST 1.06 FEET; THENCE SOUTH 28 DEGREES 18 MINUTES 13 SECONDS WEST 1.64 FEET; THENCE NORTH 62 DEGREES 16 MINUTES 07 SECONDS WEST 4.58 FEET; THENCE NORTH 16 DEGREES 54 MINUTES 39 SECONDS WEST 11.41 FEET; THENCE NORTH 28 DEGREES 41 MINUTES 28 SECONDS EAST 11.33 FEET; THENCE NORTH 72 DEGREES 49 MINUTES 49 SECONDS EAST 11.31 FEET; THENCE SOUTH 61 DEGREES 52 MINUTES 37 SECONDS EAST 11.35 FEET; THENCE SOUTH 16 DEGREES 38 MINUTES 16 SECONDS EAST 6.23 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 06-07-209-025.
Common Address: 141 West St. Charles Road, Lombard, Illinois 60148.

PARCEL 4:

LOT 2 IN PARK PLACE OF LOMBARD SUBDIVISION, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 22, 2016, AS DOCUMENT R2016-016547, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 06-07-206-052.
Address of Real Estate: 29 West Grove Street, Lombard, Illinois 60148.

PARCEL 5:

OUTLOT A IN PARK PLACE OF LOMBARD SUBDIVISION, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 22, 2016, AS DOCUMENT R2016-016547, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 06-07-206-051.
Address of Real Estate: 27 West Grove Street, Lombard, Illinois 60148.

THIRD AMENDMENT TO
AN INTERGOVERNMENTAL REDEVELOPMENT AGREEMENT
BETWEEN THE VILLAGE OF LOMBARD AND THE LOMBARD PARK DISTRICT
IN REGARD TO THE DOWNTOWN TIF DISTRICT AND
THE DEVELOPMENT, OPERATION AND MAINTENANCE OF
A SPRINKLER PARK AT 211 WEST ST. CHARLES ROAD

This THIRD AMENDMENT TO INTERGOVERNMENTAL REDEVELOPMENT AGREEMENT (the "THIRD AMENDMENT") is entered into this 17TH day of November, 2021, by and between the VILLAGE OF LOMBARD (the "VILLAGE") and the LOMBARD PARK DISTRICT (the "PARK DISTRICT'). The VILLAGE and the PARK DISTRICT are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH

WHEREAS, the VILLAGE and the PARK DISTRICT entered into "AN INTERGOVERNMENTAL REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF LOMBARD AND THE LOMBARD PARK DISTRICT IN REGARD TO THE DOWNTOWN TIF DISTRICT AND THE DEVELOPMENT, OPERATION AND MAINTENANCE OF A SPRINKLER PARK AT 211 WEST ST. CHARLES ROAD," dated June 9, 2005 (the "ORIGINAL AGREEMENT); and

WHEREAS, the VILLAGE and the PARK DISTRICT entered into a "FIRST AMENDMENT TO AN INTERGOVERNMENTAL DEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF LOMBARD AND THE LOMBARD PARK DISTRICT IN REGARD TO THE DOWNTOWN TIF DISTRICT AND THE DEVELOPMENT, OPERATION AND MAINTENANCE OF A SPRINKLER PARK AT 211 WEST ST. CHARLES ROAD," dated August 30, 2012 (the "FIRST AMENDMENT"); and

WHEREAS, the VILLAGE and the PARK DISTRICT entered into a "SECOND AMENDMENT TO AN INTERGOVERNMENTAL DEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF LOMBARD AND THE LOMBARD PARK DISTRICT IN REGARD TO THE DOWNTOWN TIF DISTRICT AND THE DEVELOPMENT, OPERATION AND MAINTENANCE

OF A SPRINKLER PARK AT 211 WEST ST. CHARLES ROAD," dated January 19, 2017 (the "SECOND AMENDMENT" – the ORIGINAL AGREEMENT, as amended by the FIRST AMENDMENT and the SECOND AMENDMENT, being hereinafter referred to as the "AMENDED AGREEMENT"); and

WHEREAS, the VILLAGE and the PARK DISTRICT desire to amend certain provisions of the AMENDED AGREEMENT, so as to extend the term thereof for an additional two (2) years; and

WHEREAS, in accordance with the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.* (the "TIF ACT"), it is in the best interests of the VILLAGE to approve this THIRD AMENDMENT, and to continue to lease the VILLAGE PROPERTY (as defined in the AMENDED AGREEMENT) to the PARK DISTRICT pursuant thereto, so that redevelopment within the DOWNTOWN TIF DISTRICT (as defined in the AMENDED AGREEMENT) can continue, said redevelopment pursuant to the TIF ACT being the VILLAGE'S purpose for leasing the VILLAGE PROPERTY (as defined in the AMENDED AGREEMENT); and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and 5 ILCS 220/1 through 220/9 provide authority for intergovernmental cooperation; and

WHEREAS, it is in the best interests of the VILLAGE and the PARK DISTRICT to enter into this THIRD AMENDMENT;

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements hereinafter contained, the Parties hereto agree as follows:

1. That the Third "Whereas Clause" of the AMENDED AGREEMENT is hereby amended by inserting the following between the words "property" and "is" in the seventh line thereof:

> "(as amended by Ordinance No. 6648, adopted September 15, 2011, Ordinance No. 7240, adopted June 16, 2016, and Ordinance No. 7953, adopted May 21, 2021)"

2. That Section 1. of the AMENDED AGREEMENT is hereby amended by revising the reference therein to, "December 31, 2021," to read, "December 31, 2023."

3. That Section 10. of the AMENDED AGREEMENT is hereby amended to read in its entirety as follows:

> "10. The PARK DISTRICT and the VILLAGE shall review the operation of the PROJECT during September of 2023, to make sure that the VILLAGE PROPERTY remains an appropriate location for the PROJECT. Components of this review shall include, but shall not be limited to, usage of the PROJECT, maintenance of the PROJECT, and public safety incident reports and responses in relation to the PROJECT. Based on said review, the Parties shall decide if they want to enter into a new lease agreement relative to the VILLAGE PROPERTY."

4. That EXHIBIT A to the AMENDED AGREEMENT is hereby amended to read in its entirety as set forth on EXHIBIT A attached hereto and made part hereof.

5. That all portions of the AMENDED AGREEMENT, not amended hereby, shall remain in full force and effect.

6. This THIRD AMENDMENT shall be executed simultaneously in two (2) counterparts, each of which shall be deemed an original, but both of which shall constitute one and the same THIRD AMENDMENT.

7. This THIRD AMENDMENT shall be deemed dated and become effective on the date the last of the Parties execute this THIRD AMENDMENT, as set forth below.

SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, the VILLAGE, pursuant to authority granted by the adoption of an Ordinance by its Board of Trustees, has caused this THIRD AMENDMENT to be executed by its Village President and attested by its Village Clerk, and the PARK DISTRICT, pursuant to the authority duly granted by the adoption of a Resolution by its Board of Park Commissioners, has cause this THIRD AMENDMENT to be signed by its President and attested by its Secretary.

VILLAGE OF LOMBARD

_____
Keith T. Giagnorio, Village President

Dated:_____

ATTEST:

_____
Elizabeth Brezinski, Village Clerk

Dated:_____

LOMBARD PARK DISTRICT

_____
Jim Scalzo, President

Dated: 11/17/21

ATTEST:

_____
Paul Friedrichs, Secretary

Dated: 11/17/21

ACKNOWLEDGMENT

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 and Elizabeth Brezinski, personally known to me to be the Village President and Village Clerk of the Village of Lombard, 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 Village 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 Village 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 _____ day of _____, 2021.

_____
Notary Public

ACKNOWLEDGMENT

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 Jim Scalzo and Paul Friedrichs, personally known to me to be the President and Secretary of the Lombard Park District, 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 Secretary, they signed and delivered the said instrument and caused the corporate seal of said park district to be affixed thereto, pursuant to authority given by the Board of Park Commissioners of said park district, as their free and voluntary act, and as the free and voluntary act and deed of said park district, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2021.

_____
Notary Public

EXHIBIT A

Redevelopment Project Area
for the Downtown TIF District

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 FEET OF LOTS 4, 6, 7, 8, 9, 10, 11, 12, 13 AND 14 IN CAVERNO'S SUBDIVISION, LOT 1 IN LOMBARD BIBLE CHURCH CONSOLIDATION PLAT, LOT 1 IN THE VILLAGE OF LOMBARD MAPLE STREET PLAT OF CONSOLIDATION, 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 3, 4, 5, 6, 7 AND 11 IN BLOCK 10 OF THE ORIGINAL TOWN OF LOMBARD, LOTS 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 AND 18 IN GROVE PARK SUBDIVISION 1ST ADDITION, LOTS 2, 3, 4, 5, 6, 7, 8, 9, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 AND 28 IN GROVE PARK SUBDIVISION, LOTS 1 AND 2 IN TIMKE'S RESUBDIVISION, LOTS 1, 2, 3, 4 AND 5 IN GROVE STREET ASSESSMENT PLAT, LOT 1 OF THE BELFAST CONSOLIDATION PLAT, LOT 43 EXCEPTING THE NORTH 20 FEET THEREOF IN ORCHARD SUBDIVISION, ALL OF THE LINCOLN TERRACE CONDOMINIUM, LOTS 1, 2 AND 3 IN THE SUBDIVISION OF OUTLOT 10 IN BLOCK 19 IN THE ORIGINAL TOWN OF LOMBARD, LOTS 4 AND 5 OF BLOCK 19 OF THE ORIGINAL TOWN OF LOMBARD, LOTS 5, 6 AND 7 OF J.B. HULL'S SUBDIVISION OF LOT 3 OF BLOCK 19 OF THE ORIGINAL TOWN OF LOMBARD, LOTS 1 AND 2 OF BLOCK 19 OF THE ORIGINAL TOWN OF LOMBARD, LOTS 1, 2 AND 3 IN ZITTS RESUBDIVISION, LOT 2 IN PARK VIEW POINTE RESIDENTIAL CONDOMINIUM, ALL OF PARK VIEW POINTE COMMERCIAL CONDOMINIUM, LOT 1 IN PARK VIEW POINTE RESUBDIVISION, LOTS 8, 9, 10 AND 11 IN J.B. HULL'S SUBDIVISION PART OF BLOCK 11 AND PART OF OUTLOT 4 OF THE ORIGINAL TOWN OF LOMBARD, LOTS 10 AND 11 IN PARK MANOR CONDOMINIUM, 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.

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, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 AND 18 IN BLOCK 12 OF THE ORIGINAL TOWN OF LOMBARD, REGENCY GROVE CONDOMINIUMS, LOTS 1, 2, 3, 5, 6, 7, 8, 9, 10, 12, 13, 14 AND 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.

EXCLUDING:

PARCEL 1:

UNIT NO. 227, IN PARK AVENUE CONDOMINIUM NO. 1, AS DELINEATED ON THE SURVEY OF CERTAIN LOTS OR PARTS THEREOF IN FIRST ADDITION TO GROVE PARK SUBDIVISION, ALSO CERTAIN LOTS OR PARTS THEREOF IN ORIGINAL TOWN OF LOMBARD, ALSO CERTAIN LOTS OR PARTS THEREOF IN W.H. MAPLES SUBDIVISION, AND CERTAIN VACATED STREETS ADJACENT THERETO, IN SECTION 7, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED JUNE 16, 2003 AS DOCUMENT R2003-225259, IN DUPAGE COUNTY, ILLINOIS, TOGETHER WITH AN UNDIVIDED 0.526% INTEREST IN THE COMMON ELEMENTS APPURTENANT TO SAID UNIT, AS SET FORTH IN SAID DECLARATION, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE NOS. 165 AND 166, A LIMITED COMMON ELEMENT AS DEPICTED IN THE DECLARATION OF CONDOMINIUM RECORDED JUNE 16, 2003 AS DOCUMENT R2003-225259.

P.I.N.: 06-07-228-057.
Common Address: 150 W. St. Charles Road, Unit 227, Lombard, Illinois 60148.

PARCEL 3:

THAT PART OF LOT 1 IN LINCOLN PLACE RESUBDIVISION, BEING A RESUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 1, 2003 AS DOCUMENT NUMBER R2003-452349, AND CORRECTED BY AFFIDAVIT AND CERTIFICATE OF CORRECTION RECORDED NOVEMBER 5, 2004 AS DOCUMENT NUMBER R2004-284508, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 73 DEGREES 15 MINUTES 34 SECONDS EAST ALONG AN ASSUMED BEARING, BEING THE NORTHERLY LINE OF SAID LOT 1 A DISTANCE OF 165.60 FEET; THENCE SOUTH 16 DEGREES 45 MINUTES 55 SECONDS EAST 24.83 FEET TO A POINT ON A CONCRETE BLOCK WALL; THENCE SOUTHWESTERLY ALONG SAID CONCRETE BLOCK WALL THE FOLLOWING EIGHT COURSES, SOUTH 73 DEGREES 18 MINUTES 28 SECONDS WEST 12.92 FEET; THENCE SOUTH 16 DEGREES 38 MINUTES 16 SECONDS EAST 0.99 FEET; THENCE SOUTH 73 DEGREES 21 MINUTES 44 SECONDS WEST 37.70 FEET; THENCE NORTH 16 DEGREES 38 MINUTES 16 SECONDS WEST 2.00 FEET; THENCE SOUTH 73 DEGREES 17 MINUTES 28 SECONDS WEST 46.39 FEET; THENCE SOUTH 16 DEGREES 38 MINUTES 16 SECONDS EAST 1.94 FEET; THENCE SOUTH 73 DEGREES 21 MINUTES 44 SECONDS WEST 59.54 FEET; THENCE SOUTH 16 DEGREES 25 MINUTES 52 SECONDS EAST 7.30 FEET; THENCE SOUTH 73 DEGREES 34 MINUTES 08 SECONDS WEST 1.06 FEET; THENCE SOUTH 28 DEGREES 18 MINUTES 13 SECONDS WEST 1.64

FEET; THENCE SOUTH 73 DEGREES 13 MINUTES 00 SECONDS WEST 6.77 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 1; THENCE NORTH 16 DEGREES 47 MINUTES 00 SECONDS WEST ALONG SAID WESTERLY LINE 34.01 FEET TO THE POINT OF BEGINNING;

ALSO THAT PART DESCRIBED AS FOLLOWS ("RETAIL TRASH ROOM"):

THAT PART OF SAID LOT 1; COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 16 DEGREES 45 MINUTES 55 SECONDS EAST ALONG THE EASTERLY LINE OF SAID LOT 1 A DISTANCE OF 46.96 FEET; THENCE SOUTH 73 DEGREES 14 MINUTES 05 SECONDS WEST 11.76 FEET TO THE INSIDE CORNER OF A CONCRETE BLOCK WALL, SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 16 DEGREES 48 MINUTES 46 SECONDS EAST ALONG SAID WALL 7.77 FEET; THENCE SOUTH 73 DEGREES 48 MINUTES 28 SECONDS WEST ALONG SAID WALL 11.08 FEET; THENCE NORTH 16 DEGREES 58 MINUTES 03 SECONDS WEST ALONG SAID WALL 7.65 FEET; THENCE NORTH 73 DEGREES 11 MINUTES 14 SECONDS EAST ALONG SAID WALL 11.10 FEET TO THE POINT OF BEGINNING;

ALSO THAT PART DESCRIBED AS FOLLOWS ("RETAIL PARKING"):

THAT PART OF SAID LOT 1; COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 16 DEGREES 47 MINUTES 00 SECONDS WEST ALONG THE WESTERLY LINE OF SAID LOT 1 A DISTANCE OF 12.94 FEET TO THE POINT OF BEGINNING; THENCE NORTH 16 DEGREES 47 MINUTES 00 SECONDS WEST CONTINUING ALONG SAID WESTERLY LINE 82.00 FEET; THENCE NORTH 73 DEGREES 18 MINUTES 13 SECONDS EAST 13.69 FEET; THENCE SOUTH 16 DEGREES 41 MINUTES 47 SECONDS EAST 82.00 FEET; THENCE SOUTH 73 DEGREES 18 MINUTES 13 SECONDS WEST 13.57 FEET TO THE POINT OF BEGINNING;

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WEST 4.58 FEET; THENCE NORTH 16 DEGREES 54 MINUTES 39 SECONDS WEST 11.41 FEET; THENCE NORTH 28 DEGREES 41 MINUTES 28 SECONDS EAST 11.33 FEET; THENCE NORTH 72 DEGREES 49 MINUTES 49 SECONDS EAST 11.31 FEET; THENCE SOUTH 61 DEGREES 52 MINUTES 37 SECONDS EAST 11.35 FEET; THENCE SOUTH 16 DEGREES 38 MINUTES 16 SECONDS EAST 6.23 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 06-07-209-025.
Common Address: 141 West St. Charles Road, Lombard, Illinois 60148.

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LOT 2 IN PARK PLACE OF LOMBARD SUBDIVISION, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 22, 2016, AS DOCUMENT R2016-016547, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 06-07-206-052.
Address of Real Estate: 29 West Grove Street, Lombard, Illinois 60148.

PARCEL 5:

OUTLOT A IN PARK PLACE OF LOMBARD SUBDIVISION, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 22, 2016, AS DOCUMENT R2016-016547, IN DUPAGE COUNTY, ILLINOIS.

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