

INTERGOVERNMENTAL AGREEMENT
AMONG THE TOWNSHIP OF LYONS, ILLINOIS,
PARK DISTRICT OF LA GRANGE AS GRANTEE AND
AMALGAMATED BANK OF CHICAGO, AS DISBURSING AGENT
CONCERNING THE GRANTING OF PARK BOND FUNDS FOR THE ACQUISITION OR
IMPROVEMENT OF ONE OR MORE PARKS WITHIN THE TOWNSHIP

This AGREEMENT, including the attached "Conditions Upon Approval of Park Bond Proposals and Disbursement of Funds Thereunder," is entered into this 19th day of April, 2010 by and between the TOWNSHIP OF LYONS, Cook County, Illinois ("Township"), the PARK DISTRICT OF LA GRANGE (the "Grantee"), an Illinois municipal corporation, and AMALGAMATED BANK OF CHICAGO, as Disbursing Agent (the "Disbursing Agent").

RECITALS

WHEREAS, the Township and the Grantee are public agencies within the meaning of such terms in the Illinois Governmental Cooperation Act (5 ILCS 220/1 et seq); and

WHEREAS, the Grantee is a municipality or a park district within the meaning of such term in the Township Code (60 ILCS I/Art. 125); and

WHEREAS, the Grantee desires to acquire, modernize and/or improve certain park facilities as described and specified in Exhibit A hereto (the "Park Project"); and

WHEREAS, the Township desires to provide funds from the proceeds of the sale of the Township's \$10,000,000 General Obligation Bonds, Series 2009 (the "Bonds") to assist the Grantee in acquiring, modernizing and/or improving the Park Project; and

WHEREAS, it is in the best interests of the Township, the Grantee, their residents and the general public that the acquisition, modernization and/or improvement of the Park Project is planned, coordinated and completed in an efficient, cost effective and timely manner and complies with the requirements of the Township Code, the Ordinances of the Township Board approving the Bonds (the "Bond Ordinances") and the Arbitrage and Tax Certificate of the Township (the "Arbitrage Certificate") imposing certain requirements pertaining to the tax exemption of the Bonds; and

WHEREAS, the successful completion of the Park Projects will require cooperation among the Township, the Grantee, their consultants, contractors and employees to ensure completion of the Park Project in a timely manner; and

WHEREAS, it is in the mutual best interests of the parties to specify the terms and responsibilities regarding the respective obligations of the Township and the Grantee for the successful completion of the Park Project; and

WHEREAS, the Township hereby appoints Disbursing Agent to act as disbursing agent pursuant to the terms of this Agreement, and the Disbursing Agent hereby agrees to act in such capacity; and,

NOW, THEREFORE, in consideration of the matters set forth above, the agreements made and contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Township, the Grantee and the Disbursing Agent hereby agree as follows:

1. The Grantee has established a timeline for the planning, design, bidding and construction of the Park Project, which timeline has been approved by the Township. The Grantee covenants that the Park Project will be completed by JUNE 30, 20 12 (Date may not be later than June 30, 2012.) The Park Project completion date may only be extended with the written approval of the Township.
2. The Grantee shall be responsible for obtaining all easements and permits to complete the Park Project.
3. The Grantee will be responsible for the payment of all costs of the Park Project, including but not limited to costs of administration, engineering, equipment, materials, labor and contingencies of the Park Project, subject to the right to receive disbursements of Bond proceeds for such purpose as provided herein.
4. The Grantee shall hire its own consultants and contractors to provide all necessary services to complete the Park Project.
5. The Grantee shall award all contracts necessary to complete the Park Project in accordance with Section 8-2(c) of the Illinois Park District Code (70 ILCS 1205/8-2(c)).
6. Pursuant to the Bond Ordinance, the Township has established a fund (the "Project Fund") with the Disbursing Agent into which Bond proceeds have been deposited to pay costs of the Park Project and park projects of other grantees within the Township. There is hereby established with the Disbursing Agent in the name of the Township an account (the "Project Account") within the Project Fund entitled "Lyons Township Project Fund-Park District of La Grange (GRANTEE'S NAME) Account." There shall be deposited in the Project Account the amount of \$508,000 (the "Grant Amount") as directed by the Township which amount shall be disbursed to pay costs of the Park Project or otherwise as provided herein, unless otherwise agreed to in writing by the Township and the Grantee. The Grantee shall have no right, title or interest in or to the Project Account or the Project Fund, the funds on deposit therein or any investment earnings thereon, except to receive disbursement of funds from the Project Account to pay costs of the Park Project as provided herein.
7. Unless otherwise directed by the Township in writing, money deposited in the Project Account which will be invested overnight in General Fund (the "Fund"). Township hereby acknowledges receipt of a copy of the Fund's prospectus and acknowledges that Disbursing Agent earns 0 basis points of the average daily net assets invested and the

Fund makes an additional payment of 0 basis points to Disbursing Agent. Cutoff for investment in the Fund is 2:30 Central Time. Interest earnings will be credited to the Project Account.

8. The Disbursing Agent shall disburse monies from the Project Account to pay costs of the Park Project upon receipt of a requisition in the form of **Exhibit B** hereto signed by a duly authorized official of the Grantee, provided such requisition has been approved in writing by a Township official who has verified that the work specified in the requisition has been satisfactorily completed.
9. The Grantee, prior to the execution of this Agreement, shall provide the name of any person, agency, private or public, local, state or federal, to which the Grantee has applied for funds, monies, credits or grants to pay for any and all of the costs of the Park Project including the application number, the amount requested and the anticipated award amount. The Grantee shall deposit all funds, monies, credits, or grants received specifically for the Park Project from any source into a separate account held by a bank or trust company in the name of the Grantee and shall provide written notice to the Township of the creation of such account and the disbursement of monies therein to pay costs of the Park Project.
10. Any funds, monies, credits, or grants received by the Grantee specifically for the Park Project from any source, those funds shall be managed by the other bank or trust company in accordance with the terms of this Agreement.
11. If after all costs of the Park Project have been paid and settled, there remain any amounts on deposit in the Project Account, the remaining balance of funds shall be deposited in the Project Fund until transferred to other project accounts created for other grantees as directed by the Township or otherwise as directed by the Township, The Grantee shall have no right, title or interest in or to such funds.
12. Responsive to the Arbitrage Certificate, the Grantee makes the following representations and covenants:
 - a. The Grantee (i) reasonably expects to spend (or to enter into binding obligations to spend) at least five percent of the Grant Amount (\$ 25,400) within six months from the date of this Agreement for costs of the Park Project, and (b) the acquisition and improvement of the Park Project will proceed with due diligence through the completion date referenced in (1) above.
 - b. The Grantee represents that no costs of the Park Project to be reimbursed from the Project Account (other than "preliminary expenditures" not exceeding 20 percent of the issue price of the Bonds) were incurred more than 60 days prior to the date hereof.
 - c. The Grantee reasonably expects that the Bonds will not meet the private loan financing test of section 141(c) of the Internal Revenue Code as amended (the Code"), for the entire term of the Bonds (through December 15, 2028). The parties agree that the proceeds of the Bonds are being granted to the Grantee with

no expectation or requirement of any payment, repayment or the giving of any consideration from the Grantee to the Township with respect to such grant.

- d. The Grantee represents that the average reasonably expected useful life of the Park Project is at least 2 years.
13. The Grantee shall be solely responsible for any and all actions, claims, suits for damages, claimed liability, any and all claims of obligations to indemnify imposed by law, employee benefits, wage and disability payments, pension and worker's compensation claims arising out of or in connection with this Agreement. The Grantee shall indemnify and hold the Township harmless from any and all claims for injury to persons or property, economic damages, or contractual claims which arise out of or in connection with the Park Project.
14. All notices or other communications under or in respect of this Agreement shall be in writing and shall be deemed to have been given when the same are (i) deposited in the U.S. Mail and sent by first class mail, postage prepaid; or (ii) delivered in each case, to the Township, the Grantee and the Disbursing Agent at their respective addresses set forth below (or at such other address as each may designate by notice to the other):
 - a. If to the Township, at the offices of the Township of Lyons, 6404 Joliet Road, Countryside, Illinois 60525, Attn: Supervisor; Fax: 708-482-8335; E-mail: lyonstwp@hotmail.com; and
 - b. If to the Grantee at the offices of the Park District of La Grange, 536 East Avenue, La Grange, Illinois 60525, Attn: Executive Director; Fax: 707-352-8591; and
 - c. If to the Disbursing Agent, at Amalgamated Bank of Chicago, One West Monroe Street, Chicago, Illinois 60603, Attn: Corporate Trust Department, Fax: (312) 267-8777; Email: fmendoza@aboc.com.
15. This Agreement shall be deemed to be an intergovernmental agreement made in accordance with and governed by the laws of the State of Illinois.
16. Neither this Agreement nor any provisions hereof may be changed, revised, modified, waived, discharged, terminated or otherwise abrogated, diminished or impaired other than by an instrument in writing, duly authorized and executed by the parties hereto.
17. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto are upon the same instrument.
18. This agreement shall terminate when, by written notice, it is determined by the Township that there has been a specific material breach of the Agreement. The written notice shall provide a time period during which the Grantee shall have the opportunity to effect a cure. Failure of the Grantee to cure or provide adequate reasons why it is unable to reasonably cure the breach in the time allotted by the Township shall cause this Agreement to terminate.

19. If there is a change in Disbursing Agent made pursuant to the Bond Ordinance, the new Disbursing Agent shall execute this Agreement and become Disbursing Agent hereunder.

IN WITNESS WHEREOF, the Township and the Grantee have each caused this Agreement to be executed by proper officers duly authorized to execute the same as of the date set forth beneath the signatures of their respective officers set forth below:

TOWNSHIP OF LYONS, ILLINOIS

By: _____

Date

ATTEST:

Clerk

Date

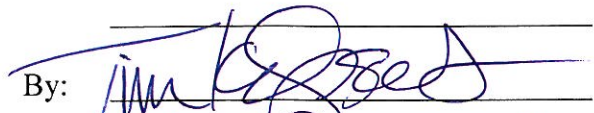
Date

(SEAL)

AMALGAMATED BANK OF CHICAGO, as Disbursing Agent

By: _____

Date

By: 

5-22-2010
Date

ATTEST:


Date

5-20-2010
Date

(SEAL)

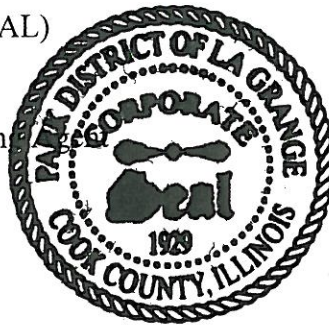


Exhibit A

Detailed Description of Park Project Including Costs



Lyons Township Referendum Grant Application for Denning Park Re-Development

August 15, 2009

Submitted by the Park District of La Grange
536 East Avenue
La Grange, Illinois 60525
(708) 352-1762
(708) 352-8591 fax
www.pdlg.org



**LYONS TWP PARK ACQUISITION / IMPROVEMENT REFERENDUM GRANT PROGRAM
PROJECT APPLICATION AD DENDUM**

Project Sponsor: <u>Park District of La Grange</u> Address: <u>536 East Avenue</u> <u>La Grange, IL 60525</u> Contact Person: <u>Dean Bissias</u> Tele #: <u>708-588-2204</u> FAX #: <u>708-352-3010</u>	Project / Park Name: <u>Denning Park</u> Project Location: (attach legible street map showing location) <u>4903 South Gilbert</u> <u>La Grange, IL 60525</u> Population in Applicant's Jurisdiction: <u>15,400</u> EAV: <u>579,828,166.00</u> Applicant's 2008 "Equalized Assessed Valuation":
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PROJECT TYPE: _____ **Land Acquisition** [# of parcels & acres to be acquired: _____ parcel(s) _____ acres]

1) Is current property owner a "willing seller"? _____ YES _____ NO _____ Don't know or haven't discussed purchase with owner
 2) Has "Commitment for Title Insurance" / Title Search been secured on the property? _____ YES _____ NO
 3) Attach a "Plat Map" of the proposed acquisition site. (If applicable, show how parcel relates to adjacent public park lands.

_____ **X** **Park Improvement** (Project Sponsor _____ **X** owns _____ leases project site) *Provide copy of deed / lease*

OR _____ land will be donated to Project Sponsor for the project
 OR _____ Other (explain: _____)

PROVIDE BRIEF / CONCISE DESCRIPTION OF PROPOSED PROJECT AND ANTICIPATED BENEFITS
 (be sure to indicate size (acreage) of project site AND how site will be used in future IF project is for land acq. Also describe any proposed user fees)

The project we propose for this Lyons Township Referendum Grant Program application is the re-development of Denning Park which is located in the southern portion of the Village of La Grange. Denning Park is a neighborhood park and is appropriately 10 acres and is bound by residential properties to the North, East and South and a High School to the West.

The grant components have been identified by the park district to have a high priority to the immediate community surrounding the park. The area is heavily populated with a large amount of families living adjacent to the park. The primary goal is to provide a complete renovation of the park space for the enjoyment of residents of all ages. Many of the existing park elements have passed their lifecycle timeframe according to generally accepted criteria set for by the Illinois Department of Natural Resources. This grant with monies provided would allow for a pivotal park that has seen no significant capital monies due to budget concerns over the past several decades to transform into a creatively designed community gathering spot that will dramatically improve the adjacent neighborhood. There will be no user fees for any of the elements constructed with this grant money.

(one additional page may be attached, if needed, to fully & accurately describe the proposed project)

Estimated Project Costs:	
<p align="center"><u>Land Acquisition Project</u></p> Land Acq Costs \$ _____ (Cost based on Appraiser's "Opinion of Value") _____ YES _____ NO Appraisal Costs \$ _____ TOTAL: \$ _____ Amt of Park Bonds Requested: \$ _____	<p align="center"><u>Park Improvement Project (*)</u></p> Construction Costs \$ <u>1,893,000</u> Project Design Fees \$ <u>189,300</u> Project Permit Fees \$ <u>0.00</u> TOTAL: \$ <u>2,082,300</u> Amt of Park Bonds Requested: \$ <u>2,082,300</u>

(*) Attach 1) an itemized cost estimate for the proposed project construction elements AND 2) an 8 1/2" x 11" site DEVELOPMENT PLAN(S)

INDICATE AMOUNT & SOURCE OF ANY PROJECT SPONSOR MATCHING FUNDS TO BE USED FOR THE PROJECT:

\$50,000 in Captial Budget for FY2010.

(If proposed local matching funds are dependent upon a voter referendum, indicate status or scheduled date for referendum: No)

LIST OTHER POTENTIAL "OUTSIDE" FUNDING (state / federal / private, etc) AVAILABLE TO HELP WITH THE PROJECT, AND THE TIMEFRAME FOR ITS AVAILABILITY and THE AMOUNT.

None

hereby certify the information contained herein is true and correct to the best of my knowledge.
 Signature: Dean Bissias

LYONS TOWNSHIP 2004 PARK BOND REFERENDUM GRANT PROGRAM GENERAL GUIDELINES

Pursuant to a successful voter referendum on November 2, 2004, Lyons Township was authorized to issue \$10 million in park bonds "for the purpose of procuring and improving one or more small parks.

In an effort to be prudent and equitable in the use of these park bonds, and to fulfill the fiduciary duty of the township to maximize public benefits and minimize tax payer costs of the park bonds, the township has decided that all government entities who have submitted project proposals having specific statutory authority for providing public outdoor recreation and open space areas within the township shall have an opportunity to apply for, and benefit from, a portion of the park bonds proceeds since all property owners and communities within Lyons Township will share in the cost of retiring such park bonds. This decision to use park bond proceeds to finance a competitive grant program benefiting eligible government entities within the township is based primarily on the premise that Lyons Township has never had a park maintenance program, nor does it wish to establish one now, if possible, as a result of the 2004 voter referendum. Acquiring and maintaining park assets is viewed by the township as an unnecessary duplication of the many park and open space functions already occurring in the township by existing communities and park districts, AND would require creation of a NEW and ONGOING property tax encumbrance on Lyons Twp property owners beyond that which will be required to retire the approved referendum park bonds. This is something Lyons Township wishes to avoid.

Accordingly, Lyons Township will make proceeds from the 2004 voter approved park bond referendum available, on a competitive basis, to eligible government entities or 501(C)(3) organizations within the township for the following purposes consistent with the intent of the aforementioned referendum:

1. Acquisition, in fee simple title for the purpose of preserving and expanding public park areas within the township. Acquisition of land from another public agency is NOT ELIGIBLE for funding assistance, unless the selling agency is required by state statute to receive just compensation for disposing of surplus property.

and

2. Developing new, or improving existing, park areas within the township for public outdoor recreation benefit. Eligible costs include actual construction costs and necessary professional design fees.

You have already made application for Township Park Bond funding by your original project submission. This 2-page Application Addendum for Lyons Township park bond funding assistance and any additional project support documents you care to submit should be submitted to the Township office at the following address: Lyons Township, % Township Supervisor, 6404 Joliet Road, Countryside, IL 60525. Tele #: 708/482-8300 for questions. This Application Addendum must be submitted no later than August 15, 2009.

Projects will be reviewed and prioritized for Park Bond assistance by the Lyons Township Board within 45 days following receipt of ALL project Application Addenda. To help ensure a fair and unbiased project selection process, the Township has retained the services of an independent, outside professional consultant, having 20+ years experience administering outdoor recreation grant programs for the Illinois Department of Natural Resources, to objectively review, evaluate and make recommendations to the Township Board for project funding approval. As part of the project review process, it is anticipated that the consultant will personally review each project application and meet with the respective project applicants on site to discuss individual projects prior to making final recommendations to the Lyons Township Board. Projects will be evaluated and prioritized for funding according to the following criteria: 1) consistency with objectives of the 2004 referendum and local / twp plans, 2) project readiness, 3) population served, 4) environmental suitability, 5) public recreation benefit based on local needs, 6) project sponsor's O&M ability, 7) public benefit to disadvantaged populations, 8) identified critical or unique recreation park needs addressed by project, and 9) project concept & financial integrity.

Projects approved for funding assistance through the Lyons Twp Park Bond proceeds will be required to enter into an intergovernmental agreement with Lyons Township for execution of the project and receipt of approved Park Bond funds. Copy of the agreement is attached. Approved Park Bond funds will be disbursed to the successful project applicants as mutually agreed and so stipulated in the signed intergovernmental agreement.

Based upon guidance from Bond Counsel and the professional grant consultant, the following general project construction guidelines will apply to the use of Lyons Township Park Bond funds.

- Projects must confer long-term public benefit equal to or greater than the debt retirement terms of the Bonds (i.e., 20 yrs) and be consistent with the stated overall objectives of the 2004 voter referendum.
- Project value should equal or exceed \$25,000 and be durable by nature having an expected life span commensurate with the life of the issued Park Bonds.
- Project applicant must hold legal title, or a permanent easement or 20+ years, non-cancelable lease, to the project site.
- Rolling Stock (e.g., motor vehicles, boats, etc.) and project elements that are viewed as being subject to rapid obsolescence; risk of failure; meeting short-term, temporary needs; or are for movable equipment and supplies not consumed as part of the project ARE NOT eligible for Park Bonds.

We have highlighted a response to your project evaluation criteria that include the following:

1. **Consistency with objectives of the 2004 referendum and local/twp plans:** The Park District of La Grange is a primary recreation service provider. It is our understanding that the 2004 referendum was passed with the intent of providing park and recreation spaces. This project fits within that objective.
2. **Project readiness:** We have been very proactive in planning for this moment which included preparing the park master plan and construction estimates back in 2007 and 2008 in anticipation of grant monies being available. We can complete this project within 12 months of grant award.
3. **Population served:** Our 2000 census population is 15,400 residents.
4. **Environmental suitability:** We are prepared to use "green" park elements such as recycled material for site furnishings, eco-pavement in the parking lot, native plant materials including prairie restoration and tree preservation of the existing canopy.
5. **Public recreation benefit based on local needs:** The local benefit would include a fresh, constructive, creative recreation experience developed around green space and outdoor enjoyment.
6. **Project sponsor's O&M ability:** The Park District of La Grange has adequate resources to maintain the grant elements.
7. **Public benefit to disadvantaged populations:** The existing site is not ADA accessible both in terms of accessible routes to major park elements. The park will provide balanced recreational opportunities for all ages and races. The extensive trail network will be a big hit with the senior population looking for low impact cardio-vascular fitness activities. The rock climbing play area will be a big hit with the teen-age population and will be heavily used with a local high school across the street.
8. **Identified critical or unique recreation park needs addressed by project:** The goal is to add play value through a creative recreational experience. This would include the emphasis on passive outdoor enjoyment with interpretive experiences, a rock climbing play area and a butterfly house.
9. **Project concept & financial integrity:** Our concept has been thoroughly planned for several years. The park district has a good reputation within the community as to responsible spending practices.

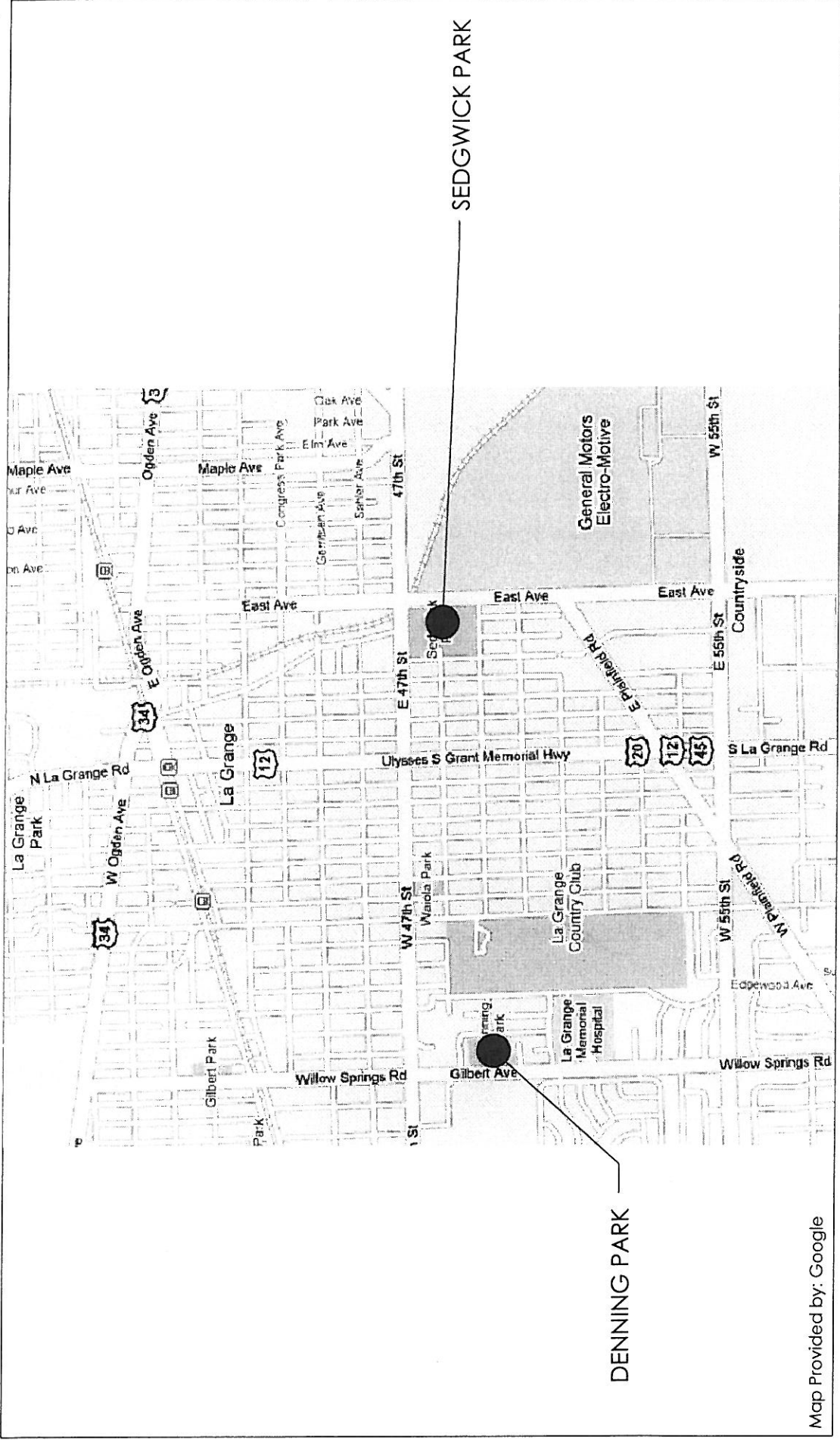
Results and Benefits Expected

Denning Park is a heavily used neighborhood park in the southern portion of the Park District of La Grange. Due to a lack of capital funding, the park has been a spot for limited recreation opportunities due to worn out elements and a lack of cohesive planning. If this project is funded through the Lyons Township Referendum Grant Program, the transformation of this park space will fulfill its mission of providing valuable open space within a creative, nature based design approach. The park elements have not seen a major renovation in many years, are not ADA accessible and have not met the basic needs of the neighborhood. With a complete renovation, the park is sure to create a buzz and see an influx of satisfied users.

Park Location Map

Park District of La Grange

Park Location Map



Map Provided by: Google

August 2009 N

SCALE: NOT TO SCALE


 Design & Engineering, Inc.
 1254 North Washington Street
 Suite 120
 Naperville, Illinois 60563
 Telephone: (630) 577-9445
 Fax: (630) 577-9497
 www.design-engineering.net

Prepared for: The La Grange Park District
 La Grange, Illinois



Park Site Development Plans



Denning Park Expansion and Renovation

Green Space and Outdoor Enjoyment

Walking paths with restored prairie and interpretive signage

Native grasses and perennial gardens

Planters and Gazebo

Improved drainage and site grading – making the majority of the site accessible year-round

Conservatory and butterfly house

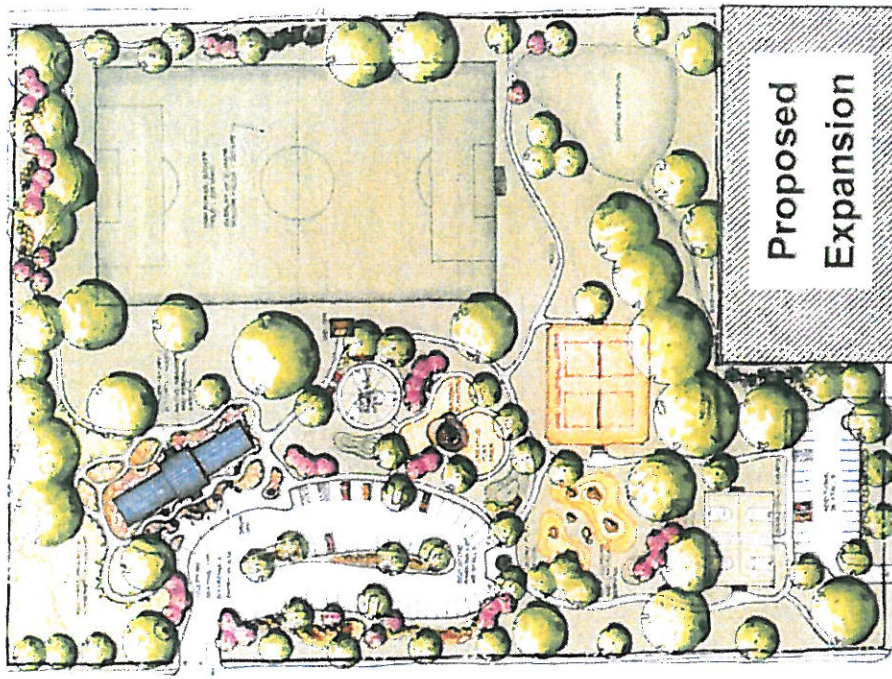
Recreational Facilities

A full size soccer field

Sand volleyball courts

Rock climbing

Basketball courts



Cost Estimate

DENNING PARK - LAGRANGE PARK DISTRICT

Date: 10.03.08

QUANTITY ESTIMATE FOR SITE IMPROVEMENTS

<u>Item / Description</u>	<u>Subtotal</u>
A. CLEARING AND REMOVAL (Includes demolition of park district structure)	<u>\$75,000.00</u>
B. SITE GRADING AND EXCAVATION	<u>\$46,000.00</u>
C. SITE DRAINAGE (Includes drainage structures and pipes.)	<u>\$22,000.00</u>
D. PATHS AND WALKS	<u>\$195,000.00</u>
E. PARKING LOT AND HARDSCAPE	<u>\$170,000.00</u>
F. CREATIVE PLAY AREA (Includes play apparatus, rock climbing area, woodchip play surface, and concrete curb.)	<u>\$225,000.00</u>
G. STRUCTURES (Includes 16' gazebo, 15'x20' shelter and conservatory)	<u>\$750,000.00</u>
H. SAND VOLLEYBALL (Includes bleachers and concrete pad)	<u>\$45,000.00</u>
I. BASKETBALL COURTS (Includes bleachers and concrete pad)	<u>\$95,000.00</u>
J. SITE FURNISHINGS (Includes benches, player benches, litter receptacles, game tables, and drinking fountain.)	<u>\$60,000.00</u>
K. SITE ELECTRICAL	<u>\$80,000.00</u>

L. SITE LANDSCAPE PLANTINGS:

\$130,000.00

(Includes shade trees, deciduous shrubs, evergreen shrubs, perennials, turf restoration, woodland restoration, mulch and compost.)

GRAND TOTAL FOR SITE IMPROVEMENTS

\$1,893,000.00

Park Property Deeds

State of Illinois, }
COUNTY OF COOK } ss.

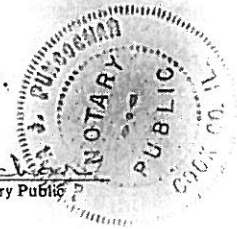
1983 26911939 A - 17

I, the undersigned,
A NOTARY PUBLIC in and for said County, in the State aforesaid,
DO HEREBY CERTIFY, that Irene O'Connor, VP & Trust Officer of
LA GRANGE BANK & TRUST COMPANY, and
Judith K. French, Trust Officer of said Bank,
personally known to me to be the same persons whose names are
subscribed to the foregoing instrument as such VP & Trust Officer
and Trust Officer respectively, appeared before me this day
in person and acknowledged that they signed and delivered the said
instrument as their own free and voluntary act, and as the free and
voluntary act of said Bank, for the uses and purposes therein set
forth; and the said Trust Officer

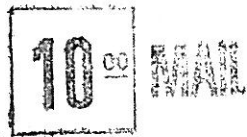
did also then and there acknowledge that she, as custodian of
the corporate seal of said Bank, did affix the said corporate seal of
said Bank to said instrument as her own free and voluntary
act, and as the free and voluntary act of said Bank for the uses and
purposes therein set forth.

GIVEN under my hand and Notarial Seal this 2nd
day of September A.D. 19 83.

[Signature]
Notary Public



5 JAN 64 10:11



69071096

<i>Opening Part - Irene O'Connor</i>	DEED	La Grange Bank & Trust Company As Trustee under Trust Agreement	to	La Grange Bank & Trust Company 14 South LaGrange Road LaGrange, Illinois
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26917969

This Indenture, Made this 24th day of August 19 83

between LA GRANGE BANK & TRUST COMPANY, a corporation, as trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Bank in pursuance of a trust agreement dated the 8th day of June 19 72, and known as Trust Number 1782, party of the first part, and

PARK DISTRICT OF LAGRANGE, a Municipal Corporation,

of LaGrange, Illinois, party of the second part.

Witnesseth, That said party of the first part, in consideration of the sum of Ten and no/100 (\$10.00) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby grant, sell, and convey unto said parties of the second part, the following described real estate, situated in Cook County, Illinois, to-wit:

Lot 6 in Stepina's Subdivision of the West half of the North East quarter of Section 8, Township 38 North, Range 12, East of the Third Principal Meridian, (except the East 1 millionth part thereof) in Cook County, Illinois.

Grantee's Address: P. O. Box 342, LaGrange, Illinois 60525

together with the tenements and appurtenances thereunto belonging.

TO HAVE AND TO HOLD the same unto said party of the second part, and to the proper use, benefit and behoof forever of said party of the second part.

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said trustee by the terms of said deed or deeds in trust delivered to said trustee in pursuance of the trust agreement above mentioned. This deed is made subject to the lien of every trust deed or mortgage (if any there be) of record in said county given to secure the payment of money, and remaining unreleased at the date of the delivery hereof.

In Witness Whereof, said party of the first part has caused its corporate seal to be hereto affixed and has caused its name to be signed to these presents by its VP & Trust Officer and attested by its Secretary the day and year first above written.

LA GRANGE BANK & TRUST COMPANY

As Trustee aforesaid,

By: [Signature] Trust Officer

Attest: [Signature] Trust Officer & Secretary



THIS INSTRUMENT WAS PREPARED BY LA GRANGE BANK & TRUST COMPANY 14 N. LA GRANGE ROAD LA GRANGE, IL 60525

MAIL TO: Dean M. Trafelet, Esq. One North LaSalle Street - Suite 3900 Chicago, IL 60602 312:782-1061

26917969

LaGrange, Illinois 60525

COOK COUNTY RECORDER

(The Above Space For Recorder's Use Only)

grantee, WITNESSETH, That grantor, in consideration of the sum of Ten (\$10.00) 00/100

Dollars and other good and valuable considerations in hand paid, and pursuant to the power and authority vested in the grantor, does hereby convey and quitclaim unto the grantee, in fee simple, the following described real estate, situated in the County of Cook and State of Illinois, to wit:

That part of Lot 7 in Stepina's Subdivision of the West 1/2 of the Northeast 1/4 of Section 8, Township 38 North, Range 12, East of the Third Principal Meridian, described as follows: Commencing at the Northwest corner of aforesaid Lot 7, Thence South on its West Line a distance of 132.30 feet to the point of beginning of the following described tract of land: Thence East in a line 7 feet North of and Parallel with the South line of the North 2 acres of aforesaid Lot 7 a distance of 345 feet to a point; Thence South in a line Parallel with the West line of aforesaid Lot 7 a distance of 15.61 feet to a point in a line 8.61 feet South of and Parallel with the South line of aforesaid North 2 acres; Thence East in last described parallel line a distance of 280.40 feet to a point in the East line of aforesaid Lot 7; Thence South in the aforesaid East line of Lot 7 a distance of 73.87 feet to the Northeast corner of the South 1/3 of aforesaid Lot 7; Thence West in the North line of the aforesaid South 1/3 of Lot 7 a distance of 625.45 feet to the West line of aforesaid Lot 7; Thence North in aforesaid West line a distance of 89.54 feet to the point of beginning, in Cook County, Illinois.

SUBJECT TO: Taxes for the year 1991 and subsequent years, and covenants and restrictions of record.

and commonly known as: 4925 Willow Springs Road, LaGrange, Illinois 60525 together with the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining.

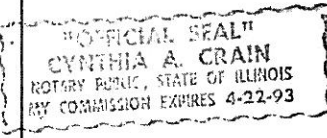
Real Estate Tax Number(s): 18-08-205-073

IN WITNESS WHEREOF, the grantor as trustee aforesaid, has caused its corporate seal to be hereto affixed and has caused its name to be signed and attested to this deed by its duly authorized officers the day and year set forth above.

ATTEST: Liana Trimp BY: David Reid
Its: Pro Secretary Its: Land Trust Officer

FIRST ILLINOIS BANK & TRUST
as trustee aforesaid.

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the persons whose names are subscribed to this deed are personally known to me to be duly authorized officers of the First Illinois Bank & Trust and that they appeared before me this day in person and severally acknowledged that they signed and delivered this deed in writing as duly authorized officers of said corporation and caused the corporate seal to be affixed thereto pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.



Given under my hand and official seal, this 15th day of January 19 92
Commission expires 4-22-93 Cynthia A. Crain
NOTARY PUBLIC

This instrument was prepared by First Illinois Bank & Trust 14 South LaGrange Road, LaGrange, IL

ADDRESS OF PROPERTY 2300 Main
4925 Willow Springs Road

MAIL TO: Alexander Kers (Name)
300 S. Wacker Dr (Address)
Chicago, IL 60606 (City, State, and Zip)

LaGrange, Illinois 60525
THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED.
SEND SUBSEQUENT TAX BILLS TO:

(Name)

(Address)

OR RECORDER'S OFFICE BOX NO. _____
(Address)

43275336
AFFIX "RIDERS" OR REVENUE STAMPS HERE"

1/22 AAB

WARRANTY DEED

Individual to Corporation

Clifford Swanson

David Swanson

TO

Paul Swanson of d.s.

Henry Park

of the _____ of _____ County of COOK State of ILLINOIS
for and in consideration of TEN and NO HUNDREDS (\$10.00) DOLLARS,
in hand paid,

CONVEY and WARRANT to THE PARK DISTRICT OF LA GRANGE

a corporation created and existing under and by virtue of the Laws of the State of Illinois
having its principal office at the following address _____
_____ the following described Real Estate situated in the County of
Cook in the State of Illinois, to wit:

THE NORTH 2 ACRES OF LOT 7 IN STEPINA'S SUBDIVISION OF THE
WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 8, TOWNSHIP 38
NORTH, RANGE 12 (EXCEPT THE EAST 1-MILLIONTH PART THEREOF)
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS

ADDRESS OF GRANTEE:
300 W. BURLINGTON AVE
LA GRANGE, IL 60525

10.00

AFFIX "RIDERS" OR REVENUE STAMPS HERE Section 4,
Exempt under provisions of Paragraph B,
Real Estate Transfer Tax Act.
Buyer, Seller or Representative
Date 2/17/78

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

DATED this 8th day of February 1977

PLEASE
PRINT OR
TYPE NAME(S)
BELOW
SIGNATURE(S)

(SEAL) Clifford R. Sorensen (SEAL)

(SEAL) Doris J. Sorensen (SEAL)

Doris J. Sorensen

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public in and for
said County, in the State aforesaid, DO HEREBY CERTIFY that
Clifford R. Sorensen and Doris J. Sorensen, his wife



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
acknowledged that they signed, sealed and delivered the said instrument as _____
their free and voluntary act, for the uses and purposes therein set forth,
including the release and waiver of the right of homestead.

Given under my hand and official seal, this 8th day of February 1977

Commission expires May 28 1979 Ivar R. Azeris NOTARY PUBLIC

This instrument was prepared by Ivar R. Azeris, 33 N. LaSalle St., Chicago, Illinois
(NAME AND ADDRESS)

MAIL TO: ATTN: J. STAYCROFT
CHICAGO 71765 TRUNTCO
111 W. WASHINGTON ST.
CHICAGO, IL.
6-277

ADDRESS OF PROPERTY:
4903 S. Gilbert Road
LaGrange, Illinois
THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED.
SEND SUBSEQUENT TAX BILLS TO:

(Name)

(Address)

DOCUMENT NUMBER
23 835 331

OR RECORDER'S OFFICE BOX NO. 533

Denning Park

SCHLEGEL & TRAFELET, LTD.
ATTORNEYS AT LAW
ONE NORTH LA SALLE STREET
CHICAGO, ILLINOIS 60602

STEPHEN J. SCHLEGEL
DEAN M. TRAFELET

SUITE 914
(312) 782-1061

May 9, 1978

CERTIFIED MAIL NO. 560400
RETURN RECEIPT REQUESTED

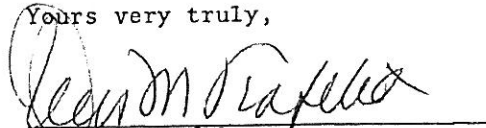
Mr. Raymond A. Ryder, Jr.
19W139 LaTour
Oak Brook, IL 60521

Dear Ray:

Enclosed herewith please find the recorded original Trustee's Deed for the parcel of real property we received from the Schlueters in exchange for that portion we conveyed to avoid the encroachment problems.

Fritz Ploegman has the corrected survey, and the Chicago Title Insurance Company is now in the process of issuing title insurance on the property described in the deed. I will forward same to you upon receipt. They will also be making the necessary tax division.

Yours very truly,


Dean M. Trafelet

DMT/dmh

Enc.

cc: Mr. Howard Littlejohn
425 South Spring Avenue
LaGrange, IL 60525

Denying Park

THIS INDENTURE, made this 15th day of April, 1978, between LA GRANGE STATE BANK, a banking corporation of Illinois, as Trustee under the provisions of a deed or deeds in trust, duly recorded or registered and delivered to said Bank in pursuance of a trust agreement dated the 16th day of November, 1965, and known as Trust No. 430 party of the first part, and THE PARK DISTRICT OF LA GRANGE, a Body Politic and Corporate,

10.00

of Cook County, Illinois, parties of the second part. WITNESSETH, that said party of the first part, in consideration of the sum of ----- Ten ----- dollars, and other good and valuable considerations in hand paid, does hereby grant, sell and convey unto said parties of the second part, the following described real estate, situated in Cook County, Illinois, to-wit:

That part of lot 7 (except the North 2 Acres and except the South 1/3) in Stepina's Subdivision of the West 1/2 of the Northeast 1/4 of Section 8, Township 38 North, Range 12 East of the Third Principal Meridian (except the east one millionth thereof) described as follows: Commencing at the Northwest corner of aforesaid parcel (being the Southwest corner of aforesaid North 2 acres) thence East in the South line of aforesaid North 2 Acres a distance of 345.00 feet to the point of beginning, of the following described parcel of land; thence continuing East in the South line of aforesaid North 2 Acres a distance of 280.44 feet to its Southeast corner; thence South in the East line of aforesaid Lot 7 a distance of 8.61 feet to a point; thence West in a line parallel to the South line of aforesaid North 2 Acres a distance of 280.44 to a point in a line 345.00 feet East of and parallel to the West line of aforesaid Lot 7; thence North in aforesaid parallel line to the West line a distance of 8.61 feet to the point of beginning in Cook County, Illinois containing 2415 square feet more or less.

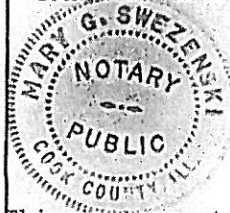
24414428

THIS DEED is executed by the party of the first part, as Trustee, as aforesaid, pursuant to and in the exercise of the power and authority granted to and vested in it by the terms of said Deed or Deeds in Trust and the provisions of said Trust Agreement above mentioned, and of every other power and authority thereunto enabling, SUBJECT, HOWEVER, to: the liens of all trust deeds and/or mortgages upon said real estate, if any, of record in said county; all unpaid general taxes and special assessments and other liens and claims of any kind; pending litigation, if any, affecting the said real estate; building lines; building, liquor and other restrictions of record, if any; party walls, party wall rights and party wall agreements, if any; Zoning and Building Laws and Ordinances; mechanic's lien claims, if any; easements of record, if any; and rights and claims of parties in possession. IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Senior Trust Officer and attested by its Assistant Trust Officer, the day and year first above written.

Grantee: LA GRANGE STATE BANK, as Trustee as aforesaid
Address of property: 300 West Burlington Ave., La Grange, Illinois

By: *Charles M. V.P. & Dorothea S. Curtin* Senior Trust Officer
Attest: *Dorothea S. Curtin* Assistant Trust Officer

STATE OF ILLINOIS
COUNTY OF COOK



I, the undersigned, A Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT *Charles M. V.P. & Dorothea S. Curtin* Senior Trust Officer of LA GRANGE STATE BANK, and *Dorothea S. Curtin* Assistant Trust Officer of said Bank, personally known to me to be the same persons whose

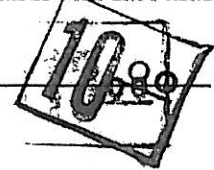
names are subscribed in the foregoing instrument as such *V.P. & Senior Trust Officer and Assistant Trust Officer* respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said Assistant Trust Officer did also then and there acknowledge that said Assistant Trust Officer, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as said Assistant Trust Officer's own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 15th day of April, 1978

This instrument prepared by: *Mary G. Swezenski* Notary Public
R.E. Mesic, 111 W. Washington, Chicago, Ill.

FOR INFORMATION ONLY
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

DEAN M. TRAFELET
One N. LaSalle St., Rm. 1401
Chicago, Illinois 60602



T
O: OR: RECORDER'S OFFICE BOX NUMBER 533

This space for affixing riders and revenue stamps
Exempt under provisions of Paragraph e, Section 4,
Real Estate Transfer Tax Act.
April 20, 1978

Document Number

24414428

Exhibit B
Form of Requisition

TO: Amalgamated Bank of Chicago, as Disbursing Agent
One West Monroe Street
Chicago, Illinois 60603
Attn: Corporate Trust Department

RE: Disbursement from Project Fund funded with proceeds of \$10,000,000 Lyons Township, Illinois. General Obligation Bonds, Series 2009

Total Amount Requested \$ _____

Total Disbursements to Date from the Project Fund: \$ _____

The undersigned, an authorized official of _____ (the "**Grantee**") hereby certifies in connection with the requested disbursement from the Project Account (the "**Project Account**") held by the Disbursing Agent and referenced in the Intergovernmental Agreement dated _____, 2010 (the "**Intergovernmental Agreement**") among you, as Disbursing Agent (the "**Disbursing Agent**"), the Township of Lyons, Illinois (the "**Township**") and the Grantee, as follows:

1. Each obligation for which a disbursement is hereby requested is described in reasonable detail in **Schedule I** hereto together with the name and address of the person, firm, or corporation to whom payment is due, which may include the Grantee for reimbursement of amounts expended, and any other payment instructions.
2. The bills, invoices, or statements of account for each obligation referenced in Schedule I are attached hereto as **Schedule II**.
3. This written requisition is for payment of qualifying costs incurred in connection with the Park Project, as defined in the Intergovernmental Agreement, and the specific purpose for which this request is made is described in **Schedule I**.
4. Payment instructions sufficient to make the requested payment are set forth in **Schedule I**.
5. No portion of the amount being requested to be disbursed was set forth in any previous request for disbursement.
6. There has not been filed with or served upon the Grantee notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to any of the persons named in the Requisition which has not been released or will not be released simultaneously with the payment of such obligation other than materialmen's or mechanics' liens accruing by mere operation of law.

7. All terms herein shall have the meanings assigned to them in the Intergovernmental Agreement.

[GRANTEE] -
By:  _____
Authorized Officer

The undersigned, an authorized official of the Township of Lyons, Illinois, hereby approves this Requisition and certifies that he or she has verified that the work specified in this Requisition has been completed to the Township's satisfaction.

TOWNSHIP OF LYONS, ILLINOIS

By: _____
Its: _____

