

Village of La Grange



VILLAGE BOARD TOWN MEETING

MONDAY, SEPTEMBER 22, 2008

7:30 p.m.

Spring Avenue School Gymnasium
1001 Spring Avenue
La Grange, IL 60525

Elizabeth M. Asperger
Village President

Robert N. Milne
Village Clerk

VILLAGE OF LA GRANGE
BOARD OF TRUSTEES REGULAR MEETING

Town Meeting - Spring Avenue School
(Gymnasium)
1001 Spring Avenue
La Grange, IL 60525

AGENDA

Monday, September 22, 2008 – 7:30 p.m.

1. CALL TO ORDER AND ROLL CALL
*President Elizabeth Asperger
Trustee Mike Horvath
Trustee Mark Kuchler
Trustee Mark Langan
Trustee Tom Livingston
Trustee James Palermo
Trustee Barb Wolf*
2. PRESIDENT'S REPORT
This is an opportunity for the Village President to report on matters of interest or concern to the Village.
3. PUBLIC COMMENTS REGARDING AGENDA ITEMS
This is the opportunity for members of the audience to speak about matters that are included on this Agenda.
4. OMNIBUS AGENDA AND VOTE
Matters on the Omnibus Agenda will be considered by a single motion and vote because they already have been considered fully by the Board at a previous meeting or have been determined to be of a routine nature. Any member of the Board of Trustees may request that an item be moved from the Omnibus Agenda to Current Business for separate consideration.
 - A. Ordinance –Adoption of New Federal Floodplain Maps and Amendment to the Village's Existing Floodplain Regulations
 - B. Award of Contract – Leaf Hauling and Disposal
 - C. Consolidated Voucher 080922
 - D. Minutes of the Village of La Grange Board of Trustees Regular Meeting, Monday, September 8, 2008

5. CURRENT BUSINESS

This agenda item includes consideration of matters being presented to the Board of Trustees for action.

- A. Intergovernmental Agreement & Ordinance – YMCA
Redevelopment Project / Land Exchange Between the Village of
La Grange and the Park District of La Grange: *Referred to
President Asperger*

6. MANAGER'S REPORT

This is an opportunity for the Village Manager to report on behalf of the Village Staff about matters of interest to the Village.

7. EXECUTIVE SESSION

The Board of Trustees may decide, by a roll call vote, to convene in executive session if there are matters to discuss confidentially, in accordance with the Open Meetings Act.

8. TOWN MEETING

Comments from the audience on general topics of interest to the Village.

9. TRUSTEE COMMENTS

The Board of Trustees may wish to comment on any matters.

10. ADJOURNMENT

The Village of La Grange is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations so that they can observe and/or participate in this meeting, or who have questions, regarding the accessibility of the meeting or the Village's facilities, should contact the Village's ADA Coordinator at (708) 579-2315 promptly to allow the Village to make reasonable accommodations for those persons.

OMNIBUS VOTE

VILLAGE OF LA GRANGE
Community Development Department

BOARD REPORT

TO: Village President, Village Clerk,
Board of Trustees, and Village Attorney

FROM: Robert J. Pilipiszyn, Village Manager
Patrick D. Benjamin, Community Development Director

DATE: September 22, 2008

RE: **ORDINANCE – ADOPTION OF NEW FEDERAL
FLOODPLAIN MAPS AND AMENDMENT TO THE
VILLAGE’S EXISTING FLOODPLAIN REGULATIONS**

In March 2001, the Village of La Grange adopted a floodplain development ordinance, which is a comprehensive set of regulations governing development and related matters within floodplains (also known as “special flood hazard areas”). The Village was required to enact the floodplain ordinance in order to remain eligible for participation in the National Flood Insurance Program. Although only a very tiny portion of the Village is designated as being located within the floodplain, it was appropriate to enact the floodplain ordinance as a result.

The floodplain ordinance was based very closely on a model ordinance prepared by the Federal Emergency Management Agency (“FEMA”). FEMA requires all municipalities to adopt regulations at least as stringent as the regulations in FEMA’s model ordinance. The Village made only a few changes to FEMA’s model ordinance, to adapt a few provisions to our local circumstances.

The Village now is required to amend its 2001 floodplain ordinance two reasons. First, and most important, is that FEMA, in conjunction with the Illinois Department of Natural Resources, has issued revised floodplain maps. These maps, known as the “Flood Insurance Rate Maps,” show where special flood hazard areas are located. The Village must adopt the new map applicable to La Grange to retain eligibility for participation in the National Flood Insurance Program.

Attached is a copy of the new map applicable to La Grange. You can see from that map what a tiny portion of the Village is affected.

Second, the Village must amend its 2001 regulations because FEMA also made a few minor changes to its model ordinance that affect various provisions throughout the Village’s 2001 regulations. The easiest way to incorporate those changes in the various places was simply to reenact the ordinance as a whole. The vast majority of the regulations remain unchanged.

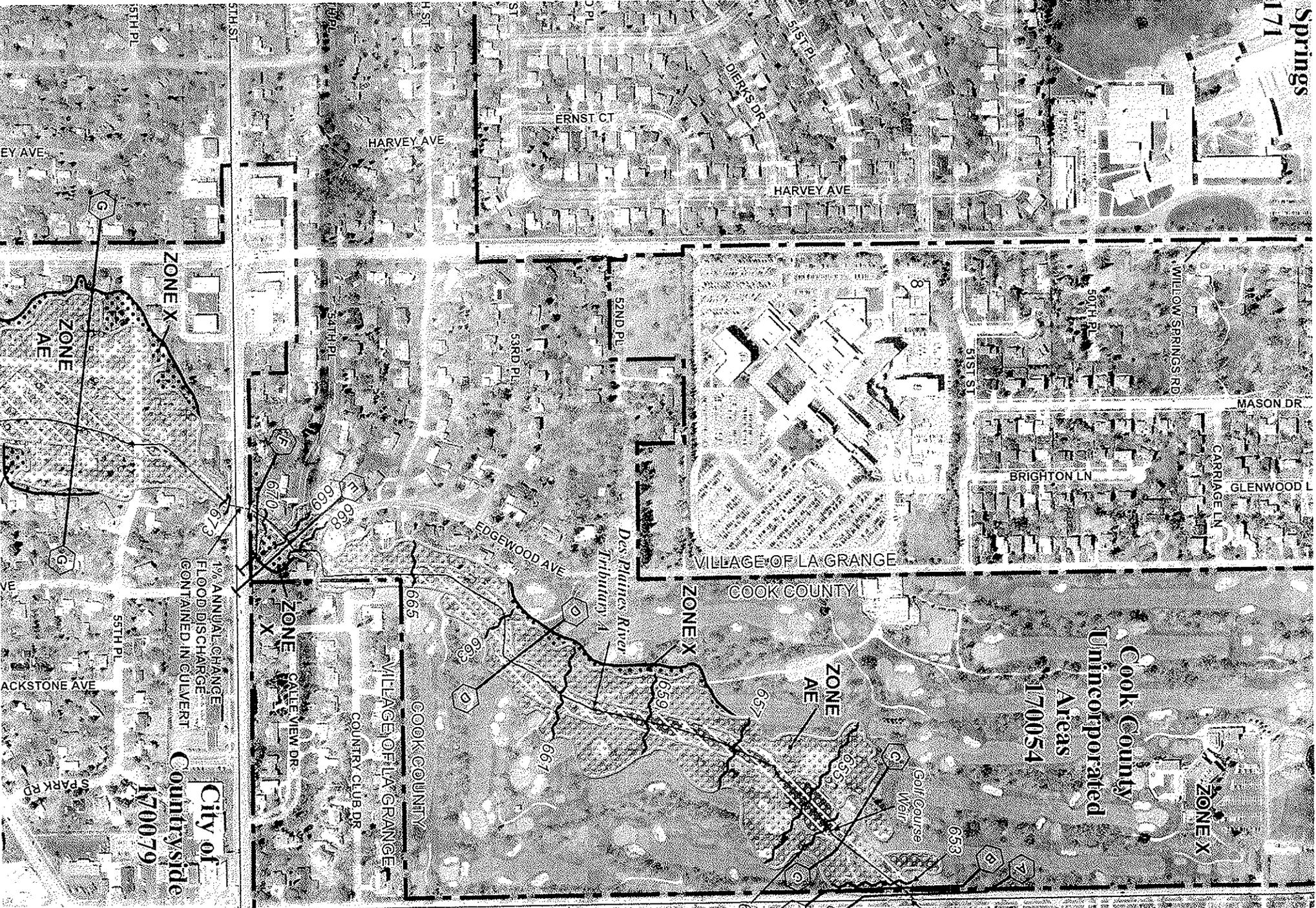
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Finally, we took the opportunity to make a few housekeeping changes to the floodplain ordinance, mostly to make it easier of the staff use the ordinance in the rare circumstances that matters arise that are affected by it.

The entire set of floodplain regulations is about 50 pages long, so it has not been included in your Board packet. A copy of it is available in the office of the Community Development Director if you'd like to review it.

In order to satisfy FEMA standards and remain eligible for the National Flood Insurance Program, staff recommends that a revised floodplain ordinance in the attached form be approved.

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 Unincorporated
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 City of Countryside
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 CONTAINED IN CULVERT
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 Des Plaines River
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VILLAGE OF LA GRANGE

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. O-01-14
REGULATING DEVELOPMENT IN SPECIAL FLOOD HAZARD AREAS
AND ADOPTING NEW FLOOD RATE INSURANCE MAPS
APPROVED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY

WHEREAS, in March 2001 the Village of La Grange, in order to comply with applicable federal law and remain eligible for participation in the National Flood Insurance Program ("NFIP"), adopted a comprehensive set of floodplain regulations by La Grange Ordinance No. O-01-14 titled "An Ordinance Adopting Comprehensive Floodplain Regulations Based On The Model Prepared By The Federal Emergency Management Agency"; and

WHEREAS, the Federal Emergency Management Agency ("FEMA"), in conjunction with the Illinois Department of Natural Resources, has modified its model NFIP regulations and has approved revised Cook County Flood Insurance Rate Maps ("FIRM"); and

WHEREAS, the Village is required to adopt the FIRM as part of its floodplain regulations to remain eligible for participation in NFIP; and

WHEREAS, because the Village desires to remain eligible for participation in NFIP, this Ordinance comprehensively amends La Grange Ordinance No. O-01-14 to incorporate the modifications to FEMA's model NFIP regulations and to adopt the new FIRM;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of La Grange, Cook County and State of Illinois, as follows:

Section 1. Recitals. The foregoing recitals are incorporated herein as findings of the President and Board of Trustees.

Section 2. Comprehensive Amendment of Ordinance No. O-01-14. The President and Board of Trustees hereby amend La Grange Ordinance No. O-01-14 in its entirety so that it hereafter reads as provided in Attachment A attached to and by this reference incorporated into this Ordinance.

Section 3. Effective Date. This Ordinance will be in full force and effect immediately on its passage by a vote of two-thirds of the Corporate Authorities now holding office and its approval by the Village President, the Corporate Authorities hereby finding and determining that the matters stated in this Ordinance are matters of urgency. The Village Clerk is hereby authorized and directed (a) to

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publish this Ordinance in pamphlet form and (b) to promptly provide a certified copy of this Ordinance, including Attachment A, to the Floodplain Management Program at the Illinois Department of Natural Resources.

PASSED this ____ day of September 2008.

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of September 2008.

Village President

ATTEST:

Village Clerk

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VILLAGE OF LA GRANGE
Department of Public Works

BOARD REPORT

TO: Village President, Village Clerk
Board of Trustees, and Village Attorney

FROM: Robert Pilipiszyn, Village Manager
Mike Bojovic, Assistant Director of Public Works

DATE: September 22, 2008

RE: **AWARD OF CONTRACT - LEAF HAULING AND DISPOSAL**

The FY 2008-09 Public Works Department budget has earmarked a total of \$50,000 for leaf hauling and disposal. Each Fall, the Public Works Department collects leaves from Village streets. This service is free of charge to Village residents. The leaves are temporarily stored at the Public Works facility and then loaded into privately contracted semi trucks. After the loads are verified by Village employees, the leaves are then hauled to an IEPA approved composting site for disposal. A ticket is generated at the site for each load which we will verify against our records. This method had proven to be the most cost effective means of leaf disposal as it helps eliminate costly overtime and excessive fuel consumption.

There are a very limited number of vendors in the area capable and interested in performing this work. We solicited competitive proposals from several vendors on a unit cost basis. The following table reflects the quotes requested:

VENDOR/LOCATION	QUOTE
Dutch Valley Landscaping / Monee	\$6.00 / yard
J.R. Rizzi / Naperville	No Quote
Ludwig Farms / Lemont	No Quote
Great North Industries / Darien	No Quote
Crown Disposal / McCook	No Quote
Heartland Recycling / Forest View	No Quote
Hoving Recycling / West Chicago	No Quote

The low (and only) quote was submitted by Dutch Valley Landscaping in the amount of \$6.00 per cubic yard. We are very familiar with Dutch Valley as they provided similar service to the Village between 2000 and 2003 and also in 2007. By way of comparison, last year's unit price from Dutch Valley was \$5.50 per cubic yard. We have been

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satisfied with their service in regards to both method and scheduling and believe they possess the necessary equipment and approved disposal site to perform the work as specified.

We recommend that the Village Board waive the formal bidding process and to authorize staff to enter into a contract with Dutch Valley for the hauling and disposal of leaves at a unit price of \$6.00 per cubic yard.

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VILLAGE OF LA GRANGE

Disbursement Approval by Fund

September 22, 2008

Consolidated Voucher 080922

Fund No.	Fund Name	09/22/08 Voucher	09/19/08 Payroll	Total
01	General	95,160.13	233,703.80	328,863.93
21	Motor Fuel Tax			0.00
22	Foreign Fire Insurance Tax	66.93		66.93
23	TIF	23,974.90		23,974.90
24	ETSB			0.00
40	Capital Projects	62,439.30		62,439.30
50	Water	152,035.98	31,567.82	183,603.80
51	Parking	2,628.42	20,294.76	22,923.18
60	Equipment Replacement	19,367.30		19,367.30
70	Police Pension			0.00
75	Firefighters' Pension			0.00
80	Sewer	1,913.69	7,306.29	9,219.98
90	Debt Service			0.00
91	SSA 4A Debt Service			0.00
93	SAA 269			0.00
94	SAA 270			0.00
		<u>357,586.65</u>	<u>292,872.67</u>	<u>650,459.32</u>

We the undersigned Manager and Clerk of the Village of La Grange hereby certify that, to the best of our knowledge and belief, the foregoing items are true and proper charges against the Village and hereby approve their payment.

Village Manager

Village Clerk

President

Trustee

Trustee

Trustee

Trustee

Trustee

Trustee

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MINUTES

VILLAGE OF LA GRANGE
BOARD OF TRUSTEES REGULAR MEETING
Village Hall Auditorium
53 South La Grange Road
La Grange, IL 60525

Monday, September 8, 2008 - 7:30 p.m.

1. CALL TO ORDER AND ROLL CALL

The Board of Trustees of the Village of La Grange regular meeting was called to order at 7:30 p.m. by President Asperger. On roll call, as read by Village Clerk Robert Milne, the following were present:

PRESENT: Trustees Kuchler, Langan, Livingston, Palermo, and Wolf

ABSENT: Trustee Horvath

OTHERS: Village Manager Robert Pilipiszyn
Assistant Village Manager Andrianna Peterson
Village Attorney Mark Burkland
Community Development Director Patrick Benjamin
Finance Director Lou Cipparrone
Assistant Public Works Director Mike Bojovic
Fire Chief David Fleege
Police Chief Mike Holub
Doings Reporter Jane Michaels

2. PRESIDENT'S REPORT

A. Oath of Office – Firefighter / Paramedic Daniel Rietveld

President Asperger stated that a vacancy occurred within the Fire Department and the La Grange Board of Fire and Police Commission appointed Daniel Rietveld to the position of Firefighter / Paramedic effective September 2, 2008. President Asperger welcomed Daniel who is a licensed paramedic and certified firefighter. Village Clerk Milne administered the Oath of Office to Firefighter/Paramedic Daniel Rietveld.

President Asperger thanked everyone involved in the successful fund raising charity auction of "Lounging In La Grange Chairs" sponsored by the La Grange Business Association. President Asperger also noted the success of the West End Art Fair held on September 6 and 7.

President Asperger announced that the Robert E. Coulter American Legion Post is conducting a Patriot's Day ceremony on Thursday, September 11 at 7:55 a.m.

The 17th Annual Race Unity Day rally will be on Sunday, September 14 in the Village Hall Auditorium at 3:00 p.m.

The Village Board will host a series of Town Meetings throughout various locations with the first being on September 22, 2008 at Spring Avenue School. Residents were encouraged to attend and express comments on topics of interest to the Village.

Lastly, President Asperger noted that staff continues to work, as previously directed by the Board, toward preparing the framework for a redevelopment agreement for the proposed renovation of the La Grange Theatre. President Asperger noted that because of upcoming Town Meetings, there may be a Special Village Board meeting, to publicly review and receive comments relating to the La Grange Theatre. President Asperger stated that the date and time are yet to be determined, however notification will be publicized when available.

3. PUBLIC COMMENTS REGARDING AGENDA ITEMS

John Edinger and Maria Nidos, 26 S. Ashland noted their presence if the Board had any questions regarding their request for a variation.

4. OMNIBUS AGENDA AND VOTE

- A. Ordinance (#O-08-22) – Variation – Side and Rear Yard Regulations for Accessory Structure / John Edinger and Maria Nidos, 226 S. Ashland
- B. Ordinance (#O-08-23) – Variation – Fence Height on Corner Side Yard / 30 N. Brainard Avenue
- C. Ordinance (#O-08-24) – Variation – Side Yard Regulations for Accessory Structures / 1 N. Edgewood
- D. (Moved to Current Business for further discussion.)
- E. Purchase – Public Works Department / Replacement Dump Truck
- F. Consolidated Voucher 080908 (\$748,895.35)
- G. Minutes of the Village of La Grange Board of Trustees Regular Meeting, Monday, August 25, 2008

It was moved by Trustee Langan to approve items A, B, C, D, E, F, and G of the Omnibus Agenda, seconded by Trustee Livingston. Trustee Palermo requested

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item 4-D be removed from the Omnibus Agenda and placed under Current Business for further discussion.

It was moved by Trustee Langan to amend the motion to approve items A, B, C, E, F, and G of the Omnibus, seconded by Trustee Wolf. Approved by roll call vote.

Ayes: Trustees Kuchler, Langan, Livingston, Palermo, Wolf and President Asperger
Nays: None
Absent: Trustee Horvath

5. CURRENT BUSINESS

4-D. Purchase – Public Works Department / Replacement Asphalt Roller and Trailer: Referred to Trustee Palermo

Trustee Palermo presented the item by explaining that the current roller requires frequent maintenance and does not have safety features that are available on newer models. Trustee Palermo inquired why the Board is asked to waive the competitive bidding process when competitive quotations had been received from various vendors.

Finance Director Lou Cipparrone explained that the formal bidding process requires written solicitation, advertisement, and receipt of sealed bids. In certain circumstances, it is in the Village's best interest to solicit competitive quotations, which accomplish the same objectives as receiving sealed bids. Other times, the Village is limited to sole source vendors.

Trustee Palermo inquired the need for the equipment and Assistant Public Works Director Mike Bojovic indicated the roller currently being used is 17 years old and parts for repairs are obsolete. Mr. Bojovic noted the equipment is utilized frequently.

Trustee Palermo moved to waive the competitive bidding process and authorize staff to enter into an agreement with Volvo Construction of Villa Park, Illinois for the purchase of a DD24 roller at a cost of \$30,926, seconded by Trustee Livingston. Approved by roll call vote.

Ayes: Trustees Kuchler, Langan, Livingston, Palermo, and Wolf
Nays: None
Absent: Trustee Horvath

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6. MANAGER'S REPORT

Village Manager Robert Pilipiszyn gave detailed information regarding voter registration noting requirements and deadlines. Mr. Pilipiszyn explained Cook County's options for early voting as well as absentee voting.

Mr. Pilipiszyn announced the Village has recently received information from Cook County regarding a new program providing for the safe disposal of medications. Mr. Pilipiszyn indicated that details would be posted on the Village website.

7. PUBLIC COMMENTS NOT ON AGENDA

Pastor Debra Williams inquired about the reason for polling locations being changed. Village Manager Pilipiszyn noted that the Village is only an agent of Cook County and has no control over the County Clerk's decision to remove or relocate polling locations. Mr. Pilipiszyn indicated the best source for information on polling places is the County's website.

8. EXECUTIVE SESSION

9. TRUSTEE COMMENTS

Trustee Kuchler encouraged safe driving habits, especially in and around schools. Trustee Kuchler inquired if schools and or the Police could coordinate a plan for patrolling traffic at school dismissal times. President Asperger noted that all schools have a plan in place; some are more effective than others in communicating with parents and thus achieve compliance.

10. ADJOURNMENT

At 8:04 p.m. it was moved by Trustee Langan to adjourn, seconded by Trustee Livingston. Approved by unanimous voice vote.

Elizabeth M. Asperger, Village President

ATTEST:

Robert N. Milne, Village Clerk

Approved Date

CURRENT BUSINESS

VILLAGE OF LA GRANGE
Administration

BOARD REPORT

TO: Village President, Village Clerk, Board of Trustees and Village Attorney

FROM: Robert J. Pilipiszyn, Village Manager

DATE: September 22, 2008

RE: **INTERGOVERNMENTAL AGREEMENT & ORDINANCE –
YMCA REDEVELOPMENT PROJECT / LAND EXCHANGE
BETWEEN THE VILLAGE OF LA GRANGE AND THE PARK
DISTRICT OF LA GRANGE**

In April, the Village Board approved a mixed use redevelopment project at the northeast corner of La Grange Road and Ogden Avenue. The land use approval requires the developer to achieve or satisfy a number of conditions. Among those many conditions, the developer is required to reconstruct Shawmut Avenue and Locust Avenue.

The improvement of Shawmut Avenue requires use of property currently owned by the Park District of La Grange. The land use approval recognizes that the Village has to reach an agreement with the Park District that allows for the dedication of the necessary right-of-way in order for this improvement to be constructed.

In the spirit of intergovernmental cooperation between the Village and the Park District, it was discussed and agreed in concept that an even exchange of parcels would facilitate mutual interests for the comprehensive redevelopment of property in this geographic area of the Village.

The land exchange generally consists of the Village dedicating the East half of Parking Lot 14 to the Park District, while the Park District would dedicate to the Village, the vacated Shawmut Avenue right-of-way which runs along the length of the North side of the YMCA redevelopment project site. The area of the subject parcels is 33,741 square feet and 33,086 square feet, respectively.

Attached for your consideration is a draft intergovernmental agreement which provides for this exchange of land between the Village and the Park District. Maps depicting the precise location and boundaries of these parcels are included in the agreement as exhibits. Also attached for your consideration is an Ordinance which requests that the Park District transfer title in the subject property to the Village pursuant to the intergovernmental agreement.

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Board Report – Intergovernmental Agreement & Ordinance – YMCA Redevelopment Project /
Land Exchange Between the Village of La Grange and the Park District of La Grange
September 22, 2008 - Page 2

At the time of this writing, it was anticipated that the Park District Board of Commissioners would consider and act on this agreement at its regular meeting on Thursday, September 18. We will provide you with an update on that action prior to and at your regular meeting on Monday, September 22.

Key elements of the agreement are generally found in Section 10 and are as follows:

1. The subject parcels will revert back to original ownership if redevelopment of the YMCA property has not commenced within the next year.
2. The Village and the Park District will continue to maintain and operate the subject parcels as they currently exist until construction begins for the YMCA redevelopment project.
3. We have identified in the agreement the potential need for the Park District to transfer slivers of additional land as may be required to implement the approved site plan for the redevelopment project. Such incidental pieces may be required as it involves the reconfigured intersection of Ogden Avenue and Locust Avenue, and the intersection of Locust Avenue and Shawmut Avenue, as it relates to the design of a traffic circle or similar feature as a traffic-calming measure.

In our review of existing conditions, the dedication of the East half of Parking Lot 14 will have a nominal impact on the total number of commuter parking spaces available in this lot. Most of the commuter parking spaces contained in the East half of Parking Lot 14 can be accommodated by re-signing the parking stalls on the west side of Locust Avenue immediately adjacent to the YMCA property from 3-hour parking to decal parking. We have counted a net loss of eight commuter parking stalls out of a total of 122 spaces. The loss of these eight spaces is overwhelmingly offset by the rededication of Shawmut Avenue, which is critically essential to safe and efficient traffic circulation for the redevelopment site.

It is our recommendation that the agreement and ordinance be approved.

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AN AGREEMENT FOR EXCHANGE OF PROPERTY
BETWEEN THE PARK DISTRICT OF LA GRANGE
AND THE VILLAGE OF LA GRANGE

THIS AGREEMENT ("*Agreement*") is dated as of _____, 2008, (the "*Execution Date*") and is made by the VILLAGE OF LA GRANGE, an Illinois municipal corporation, (the "*Village*") and the PARK DISTRICT OF LA GRANGE, an Illinois park district (the "*Park District*").

Section 1. Recitals

A. Recitals Related to Acquisition of YMCA and Park District Property by Developer.

- (1) The Greater La Grange YMCA (the "*YMCA*") owns property (the "*Y Property*") at the northeast corner of the intersection of Ogden Avenue and La Grange Road within the Village.
- (2) The YMCA moved its facilities out of the Y Property and entered into a contract to sell that property to a developer (the "*Developer*").
- (3) The Park District owns a park known as Gordon Park, which is located adjacent to and east of the Y Property.
- (4) The Park District also owns other parcels of property adjacent to the Y Property that are not integral to Gordon Park and that the Park District has determined are no longer necessary or useful to the Park District (the "*PD Sale Property*").
- (5) The Park District has entered into a contract for sale of the PD Sale Property to the Developer.
- (6) The Park District intends to use a substantial part of the proceeds from the sale of the PD Sale Property to undertake a comprehensive redevelopment of Gordon Park.

B. Recitals Related to Redevelopment.

- (1) The Village has approved the Developer's plans for redevelopment of the Y Property, the PD Sale Property, and related publicly owned property (collectively the "*Redevelopment Property*") with multiple-family, townhouse, and retail uses (the "*Redevelopment*").
- (2) It is necessary that Shawmut Avenue, Locust Avenue, and related circulation elements within the Redevelopment Property be improved as part of the Redevelopment.

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C. Recitals Related to Property Exchange Between Park District and Village Related to Redevelopment.

- (1) The Park District owns property commonly known as vacated Shawmut Avenue on which a road and related improvements will be built as part of the Redevelopment, which property is depicted and legally described in Exhibit A to this Agreement (the "*PD Exchange Property*"). The Park District is willing to convey the PD Exchange Property to the Village in exchange for certain property owned by the Village.
- (2) The Village owns property commonly known as the east half of Lot 14 that is useful for the redevelopment of Gordon Park, which property is depicted and legally described in Exhibit B to this Agreement (the "*Village Exchange Property*"). The Village is willing to convey the Village Exchange Property to the Park District in exchange for the PD Exchange Property.
- (3) The Village and the Park District have the authority to exchange real property pursuant to various State of Illinois statutes, including among others the Local Government Property Transfer Act, 50 ILCS 605/1 *et seq.*, and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*

Section 2. Transfer of PD Exchange Property to Village

The Park District will prepare and adopt all necessary resolutions and ordinances and will transfer to the Village all of the Park District's right, title, and interest in and to the PD Exchange Property by delivering to the Village, at a closing scheduled by the Park District and the Village not less than 15 days after the Execution Date or at such other time as agreed by the parties (the "*Closing*"), a fully executed, recordable, stamped warranty deed subject only to the PD Exchange Property Permitted Exceptions as defined in Subsection 4A of this Agreement.

Section 3. Transfer of Village Exchange Property to Park District

The Village will prepare and adopt all necessary resolutions and ordinances and will transfer to the Park District all of the Village's right, title, and interest in and to the Village Exchange Property by delivering to the Park District at the Closing a fully executed, recordable, stamped warranty deed subject only to the Village Exchange Property Permitted Exceptions as defined in Subsection 4B of this Agreement.

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Section 4. Survey and Title Insurance

A. Title Commitment and Permitted Exceptions Related to PD Exchange Property.

- (1) The Park District has obtained and provided to the Village, at the Park District's expense, a title commitment from Chicago Title Insurance Company (the "Title Company") dated _____, 2008, for an ALTA Form B-1999 Title Policy for the PD Exchange Property in the amount of \$10,000.00, together with copies of all recorded documents referred to therein (the "PD Exchange Property Title Commitment").
- (2) The title exceptions identified in Schedule ____ as Nos. _____ are the "Permitted PD Exchange Property Exceptions" for purposes of this Agreement.

B. Title Commitment and Permitted Exceptions Related to Village Exchange Property.

- (1) The Village has obtained and provided to the Park District, at the Village's expense, a title commitment from the Title Company dated _____, 2008, for an ALTA Form B-1999 Title Policy for the Village Exchange Property in the amount of \$10,000.00, together with copies of all recorded documents referred to therein (the "Village Exchange Property Title Commitment").
- (2) The title exceptions identified in Schedule ____ as Nos. _____ are the "Permitted Village Exchange Property Permitted Exceptions" for purposes of this Agreement.

C. Title Policies.

- (1) The Village, at the Village's expense, will provide the Park District at the Closing with an owner's title policy for the Village Exchange Property, issued by the Title Company in accordance with the terms of the Village Exchange Property Title Commitment and the next sentence of this Paragraph (1), subject only to the Permitted Village Exchange Property Exceptions. The policy must provide for extended coverage.
- (2) The Park District, at the Park District's expense, will provide the Village at the Closing with an owner's title policy for the PD Exchange Property, issued by the Title Company in accordance with the terms of the PD Exchange Property Title Commitment, subject only to the Permitted PD Exchange Property Exceptions. The title policy must include an endorsement from the Title Company regarding the encroachment into the PD Exchange Property of the maintenance shed and appurtenances owned by the Park District (collectively the "Maintenance Shed"). The

Park District will pay all costs for the Maintenance Shed endorsement. The policy must provide for extended coverage.

Section 5. Closing; Costs

The cost of recording each deed will be paid by the grantee. The Village and the Park District each will execute and deliver to the other such items as may be reasonably requested to consummate the Closing, including but not limited to execution of all necessary forms from the Title Company to effectuate a "New York Style" closing, including without limitation a GAP Undertaking and an ALTA Statement. For each transfer at the Closing, each party will bear the traditional costs of the grantor and grantee as applicable.

Section 6. No Real Estate Taxes

The Village represents that the Village Exchange Property currently is exempt from real estate taxes because of its ownership by the Village and, therefore, no real estate taxes should be due or payable at the Closing. The Park District represents that the PD Exchange Property currently is exempt from real estate taxes because of its ownership by the Park District and, therefore, no real estate taxes should be due or payable at Closing.

Section 7. Representations and Warranties of Park District

The Park District represents and warrants to the Village that, as of the date of this Agreement and the date of the Closing:

- (1) The Park District owns fee simple title to the PD Exchange Property;
- (2) The persons executing this Agreement on behalf of the Park District, and executing and delivering any other agreement or other item contemplated by this Agreement or otherwise required to fulfill the Park District's obligations hereunder, have full authority to bind the Park District to such obligations and to so act on behalf of the Park District;
- (3) There are no persons in possession of, or having a right to possession of, any part of the PD Exchange Property other than the Park District;
- (4) The Park District has the authority and the legal right to make, deliver, and perform this Agreement and has taken all necessary actions and obtained all required consents and approvals to authorize the execution, delivery, and performance of this Agreement;
- (5) The Park District has not entered into any options, purchase and sale agreements, leases, service contracts, or other contracts affecting the PD Exchange Property other than this Agreement;

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- (6) The execution, delivery, and performance of this Agreement is not prohibited by any requirement of law or under any contractual obligation of the Park District, will not result in a breach or default under any agreement to which the Park District is a party or to which the Park District is bound, and will not violate any restriction, court order, or agreement to which the Park District is subject;
- (7) The Park District has no knowledge of any liability, responsibility, or obligations, whether fixed, unliquidated, absolute, contingent, or otherwise, under any federal, State of Illinois, or local environmental laws or regulations, including any liability, responsibility, or obligation for fines or penalties, or for investigation, expense, removal, or remedial action to effect compliance with or discharge any duty, obligation, or claim under any such laws or regulations, and the Park District has no reason to believe that any claims, actions, suits, proceedings, or investigations under such laws or regulations exist or may be brought or threatened. Further, the Park District has no knowledge of any prior or present release or threatened release, as those terms are defined in CERCLA, at or in the vicinity of the PD Exchange Property of any hazardous substance (as defined under applicable environmental laws) or petroleum; and
- (8) The Park District has not received any notices from any governmental authority with respect to the PD Exchange Property that have not been corrected.

Section 8. Representations and Warranties of Village

The Village represents and warrants to the Park District that, as of the date of this Agreement and the date of the Closing:

- (1) The Village owns fee simple title to the Village Exchange Property;
- (2) The persons executing this Agreement on behalf of the Village, and executing and delivering any other agreement or other item contemplated by this Agreement or otherwise required to fulfill the Village's obligations hereunder, have full authority to bind the Village to such obligations and to so act on behalf of the Village;
- (3) There are no persons in possession of, or having a right to possession of, any part of the Village Exchange Property other than the Village;
- (4) The Village has the authority and the legal right to make, deliver, and perform this Agreement and has taken all necessary actions and obtained all required consents and approvals to authorize the execution, delivery, and performance of this Agreement;

- (5) The Village has not entered into any options, purchase and sale agreements, leases, service contracts, or other contracts affecting the Village Exchange Property other than this Agreement;
- (6) The execution, delivery, and performance of this Agreement is not prohibited by any requirement of law or under any contractual obligation of the Village, will not result in a breach or default under any agreement to which the Village is a party or to which the Village is bound, and will not violate any restriction, court order, or agreement to which the Village is subject;
- (7) The Village has no knowledge of any liability, responsibility, or obligations, whether fixed, unliquidated, absolute, contingent, or otherwise, under any federal, State of Illinois, or local environmental laws or regulations, including any liability, responsibility, or obligation for fines or penalties, or for investigation, expense, removal, or remedial action to effect compliance with or discharge any duty, obligation, or claim under any such laws or regulations, and the Village has no reason to believe that any claims, actions, suits, proceedings, or investigations under such laws or regulations exist or may be brought or threatened. Further, the Village has no knowledge of any prior or present release or threatened release, as those terms are defined in CERCLA, at or in the vicinity of Village Exchange Property of any hazardous substance (as defined under applicable environmental laws) or petroleum; and
- (8) The Village has not received any notices from any governmental authority with respect to the Village Exchange Property that have not been corrected.

Section 9. Accuracy of Representations as of Closing; Survival

As a condition to the Closing for the benefit of each party, the representations and warranties of each party in Sections 7 and 8 of this Agreement must be true and correct at the time of the Closing. Each party must promptly notify the other in the event that either party has actual knowledge that a representation or warranty of that party set forth in Section 7 or 8 is not true and correct. The representations and warranties in Sections 7 and 8 of this Agreement will survive the Closing for one year.

Section 10. Terms and Conditions Related to Transfer Properties

A. Removal of Maintenance Shed. The Park District will (1) demolish the Maintenance Shed in its entirety, (2) remove all resulting debris from the PD Exchange Property and the Redevelopment Property, (3) remediate any adverse environmental condition within the PD Exchange Property and abutting property related to the Maintenance Shed, and (4) put the PD Exchange Property and abutting property in a safe condition, all within a reasonable time after the Closing but in no event later than November 30, 2008. The Park District will conduct such environmental tests, including

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soil testing, as may be necessary to assure that there remains no hazardous or special waste within the PD Exchange Property.

B. Continued Use of Exchange Properties; Indemnity. Except as provided for removal of the maintenance shed in Subsection A of this Section, and until the Developer has posted performance security with the Village and commenced earthmoving activity for the Redevelopment or until such other time as the Park District and the Village agree, (1) the Park District may continue to use the PD Exchange Property after the Closing for park and recreation purposes in the same manner as that property had been used by the Park District immediately prior to the Closing and (2) the Village may continue to use the Village Exchange Property after the Closing for parking and related uses in the same manner as that property had been used by the Village immediately prior to the Closing. Each party may keep, in the same manner as existed prior to the Closing, revenue derived from operations or programs related to that party's Exchange Property. The Park District will indemnify and defend the Village against any and all claims, actions, and liabilities of any kind related to or arising out of the Park District's use of the PD Exchange Property after the Closing. The Village will indemnify and defend the Park District against any and all claims, actions, and liabilities of any kind related to or arising out of the Village's use of the Village Exchange Property after the Closing.

C. No Subletting or other Transfers. After the Closing, the Village may not sublet or in any other manner transfer any right of possession or use it has to the Village Exchange Property to any person or entity and the Park District may not sublet or in any other manner transfer any right of possession or use it has to the PD Exchange Property to any person or entity. Any attempt by a party to transfer any such right of possession or use in violation of this Subsection C is a nullity and will be deemed a breach of this Agreement.

D. No Liens or other Encumbrances. After the Closing, the Village may not allow any lien or any encumbrance of any kind to be placed or maintained on or against the Village Exchange Property at any time, and the Park District may not allow any lien or any encumbrance of any kind to be placed or maintained on or against the PD Exchange Property, at any time except only as provided in Subsection E of this Section. If any encumbrance is placed in violation of this Subsection D as a result of any action or omission of the party, then that party must promptly cause, at its own expense, that encumbrance to be removed or otherwise extinguished.

E. Construction Easement Over Village Exchange Property. The Park District will grant the Village, or the Developer at the Village's direction, an easement over all of the Village Exchange Property for ingress, egress, and construction activities related to construction of Locust Avenue and the Redevelopment (a "Construction Easement"). The Construction Easement will include reasonable and typical terms for the use and care of the easement premises.

F. Additional Land for Intersection of Shawmut and Locust Avenues. The Park District and the Village acknowledge that the intersection of Shawmut Avenue

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and Locust Avenue may be designed and constructed as part of the Redevelopment with a traffic circle or island or similar traffic-calming design (the *New Shawmut/Locust Intersection*). The construction of the New Shawmut/Locust Intersection thus may require a small amount of additional land adjacent to the existing Shawmut and Locust rights-of-way. If such additional land is required and that additional land is owned by the Park District, then the Park District will convey title to that land promptly to the Village, in fee simple and without additional compensation to the Park District, for use by the Village solely for construction of the New Shawmut/Locust Intersection.

G. Additional Land for Intersection of Locust and Ogden Avenues. The Park District and the Village acknowledge that the intersection of Locust Avenue with Ogden Avenue will be reconstructed as part of the Redevelopment in a configuration different from its existing configuration (the "*New Ogden/Locust Intersection*"). The Park District may own land within the planned New Ogden/Locust Intersection. If Park District-owned land is required to construct the New Ogden/Locust Intersection in accordance with Village-approved plans, then the Park District will convey title to that land promptly to the Village in fee simple and without additional compensation to the Park District for use solely for construction of the New Ogden/Locust Intersection.

H. Reverter. The Park District acknowledges that the Village Exchange Property is subject to a right of reverter in favor of the Village, and the Village acknowledges that the PD Exchange Property is subject to a right of reverter in favor of the Park District. Pursuant to La Grange Ordinance No. _____, the PD Exchange Property is to be constructed as the Shawmut Avenue public roadway owned by the Village and the Village Exchange Property is to be developed as part of the renovated Gordon Park, if the Developer builds the Redevelopment on the Redevelopment Property. If the Developer has not (1) posted performance security with the Village in a form satisfactory to the Village and (2) commenced earthmoving activity for the Redevelopment by September 1, 2009, or some later date certain to which the Park District and the Village may agree in writing (the "Reverter Trigger"), then the PD Exchange Property will revert automatically to the Park District and the Village Exchange Property will revert automatically to the Village. The Park District, at the Closing, will deliver to the Village a quitclaim deed conveying the Village Exchange Property to the Village at the occurrence of the Reverter Trigger, and the Village, at the Closing, will deliver to the Park District a quitclaim deed conveying the PD Exchange Property to the Park District at the occurrence of the Reverter Trigger. The rights of reverter expire automatically when the Developer has posted performance security and commenced earthmoving activity as provided in this Subsection H.

Section 11. Breach

A. Park District Breach. If the Park District breaches any of its obligations under this Agreement, and the Village is not in breach of any of its obligations hereunder, then the Village may send written notice of breach to the Park District. If the Park District does not cure the breach within 30 days after receipt of the notice of breach, then the Village may terminate this Agreement.

B. Village Breach. If the Village breaches any of its obligations under this Agreement, and the Park District is not in breach of any of its obligations hereunder, then the Park District may send written notice of breach to the Village. If the Village does not cure the breach within 30 days after receipt of the notice of breach, then the Park District may terminate this Agreement.

Section 12. General Provisions

A. Notice. Any notice or communication required or permitted to be given under this Agreement must be in writing and be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by facsimile. Facsimile notices will be deemed delivered on the date of facsimile transmission to the applicable facsimile number, provided that such transmission is followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices will be deemed received on the earlier of (a) actual receipt, (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit, or (c) three business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party has the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address will be effective until actually received.

Notices and communications to the Village must be addressed to, and delivered at, the following addresses:

Village of La Grange
53 South La Grange Road
La Grange, Illinois 60525
Attention: Village Manager
Facsimile: (708) 579-2313

with a copy to:
Holland & Knight LLP
131 South Dearborn Street, 30th Floor
Chicago, Illinois 60603
Attention: Mark E. Burkland
Facsimile: (312) 578-6666

Notices and communications to the Park District must be addressed to, and delivered at, the following address:

La Grange Park District
536 East Avenue
La Grange, Illinois 60525
Attention: Executive Director
Facsimile: (708) 352-8591

with a copy to:

B. Time of the Essence. Time is of the essence in the performance of all terms and provisions of this Agreement.

C. Governing Law. This Agreement is governed by and enforced in accordance with the internal laws of, but not the conflicts of laws rules of, the State of Illinois.

D. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the acquisition by the Village of the PD Exchange Property and the acquisition by the Park District of the Village Exchange Property, and this Agreement supersedes every prior agreement and negotiation between the parties, whether written or oral, relating to the subject matter of this Agreement.

E. Exhibits. Exhibits A and B attached to this Agreement are incorporated into and made a part of this Agreement by this reference.

F. Amendments and Modifications. No amendment or modification to this Agreement will be effective unless and until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

G. Calendar Days and Time. Any reference herein to a "day" or to "days" means a calendar day or days and not a business day or days.

H. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation may be made, or be valid, against any of the parties.

Section 13. Patriot Act

The Village and the Park District each represent and warrant that it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation

5-A.11

designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that it is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Execution Date.

PARK DISTRICT OF LA GRANGE

Signature: _____

Printed Name: _____

Title: _____

Attest:

Signature: _____

Printed Name: _____

Title: _____

VILLAGE OF LA GRANGE

Signature: _____

Printed Name: _____

Title: _____

Attest:

Signature: _____

Printed Name: _____

Title: _____

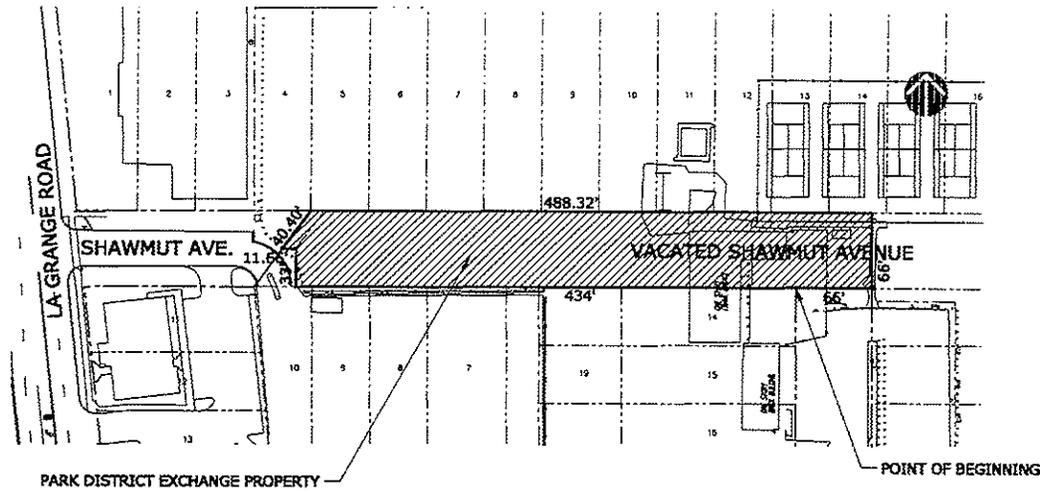
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5-A, 12

EXHIBIT A

Depiction and Legal Description of PD Exchange Property

[to be inserted]



LEGAL DESCRIPTION - SHAWMUT AVENUE EXCHANGE PARCEL

THAT PART OF VACATED SHAWMUT AVENUE, VACATED BY DOCUMENT NO. 17706357, WITHIN THE SHAWMUT AVENUE ADDITION TO LA GRANGE, A SUBDIVISION IN THE NORTH HALF OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED APRIL 17, 1895 AS DOCUMENT 2203386, AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 14 IN BLOCK 3, OF THE AFORESAID SHAWMUT AVENUE ADDITION TO LA GRANGE; THENCE SOUTH 89°58'28" WEST ALONG THE NORTH LINE OF AFORESAID BLOCK 3, A DISTANCE OF 434.00 FEET; THENCE NORTH 00°04'06" WEST A DISTANCE OF 33.00 FEET TO THE CENTERLINE OF VACATED SHAWMUT AVENUE; THENCE SOUTH 89°58'28" WEST, A DISTANCE OF 11.66 FEET ALONG SAID CENTERLINE TO THE WESTERLY TERMINUS OF VACATED SHAWMUT AVENUE; THENCE NORTH 35°13'14" EAST, A DISTANCE OF 40.40 FEET ALONG SAID WESTERLY TERMINUS OF VACATED SHAWMUT AVENUE TO THE SOUTHEAST CORNER OF LOT 4, BLOCK 2 OF AFORESAID SHAWMUT ADDITION TO LA GRANGE; THENCE NORTH 89°58'28" EAST ALONG THE SOUTH LINE OF AFORESAID BLOCK 2 A DISTANCE OF 498.32 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF LOCUST AVENUE EXTENDED; THENCE SOUTH 00°04'06" EAST ALONG SAID EAST LINE OF LOCUST AVENUE EXTENDED, A DISTANCE OF 66.00 FEET TO THE NORTHWEST CORNER OF LOT 19 IN BLOCK 4 OF THE AFORESAID SHAWMUT AVENUE ADDITION TO LA GRANGE; THENCE SOUTH 89°58'28" WEST ALONG THE SOUTH LINE OF VACATED SHAWMUT AVENUE, A DISTANCE OF 66.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

AREA OF PROPERTY = 33,086 SQ. FT. OR 0.7596 ACRES

HEUER AND ASSOCIATES
 Consulting Engineers
 2313 Greenbush Drive - Suite 102 Westchester, IL 60154-2811 708-462-1000

PROPOSED PROPERTY EXCHANGE
 VILLAGE OF LA GRANGE/PARK DISTRICT OF LA GRANGE

EXHIBIT A: PD EXCHANGE PROPERTY

PLAN DATE SCALE: THIS TASKING SCALE: 1" = 100' DRAWN BY: H&A PROJECT NO: 2006-002 DATE: 09/10/2006	SHEET 1 OF 1
--	---------------------------

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LEGAL DESCRIPTION - SHAWMUT AVENUE EXCHANGE PARCEL

THAT PART OF VACATED SHAWMUT AVENUE, VACATED BY DOCUMENT NO. 17706352, WITHIN THE SHAWMUT AVENUE ADDITION TO LA GRANGE, A SUBDIVISION IN THE NORTH HALF OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED APRIL 17, 1895 AS DOCUMENT 2203386, AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 14 IN BLOCK 3, OF THE AFORESAID SHAWMUT AVENUE ADDITION TO LA GRANGE; THENCE SOUTH 89°58'28" WEST ALONG THE NORTH LINE OF AFORESAID BLOCK 3, A DISTANCE OF 434.00 FEET; THENCE NORTH 00°04'06" WEST A DISTANCE OF 33.00 FEET TO THE CENTERLINE OF VACATED SHAWMUT AVENUE; THENCE SOUTH 89°58'28" WEST, A DISTANCE OF 11.66 FEET ALONG SAID CENTERLINE TO THE WESTERLY TERMINUS OF VACATED SHAWMUT AVENUE; THENCE NORTH 35°13'14" EAST, A DISTANCE OF 40.40 FEET ALONG SAID WESTERLY TERMINUS OF VACATED SHAWMUT AVENUE, TO THE SOUTHEAST CORNER OF LOT 4, BLOCK 2 OF AFORESAID SHAWMUT ADDITION TO LA GRANGE; THENCE NORTH 89°58'28" EAST ALONG THE SOUTH LINE OF AFORESAID BLOCK 2 A DISTANCE OF 488.32 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF LOCUST AVENUE EXTENDED; THENCE SOUTH 00°04'06" EAST ALONG SAID EAST LINE OF LOCUST AVENUE EXTENDED, A DISTANCE OF 66.00 FEET TO THE NORTHWEST CORNER OF LOT 19 IN BLOCK 4 OF THE AFORESAID SHAWMUT AVENUE ADDITION TO LA GRANGE; THENCE SOUTH 89°58'28" WEST ALONG THE SOUTH LINE OF VACATED SHAWMUT AVENUE, A DISTANCE OF 66.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

AREA OF PROPERTY = 33,086 SQ. FT. OR 0.7596 ACRES

5-A.15

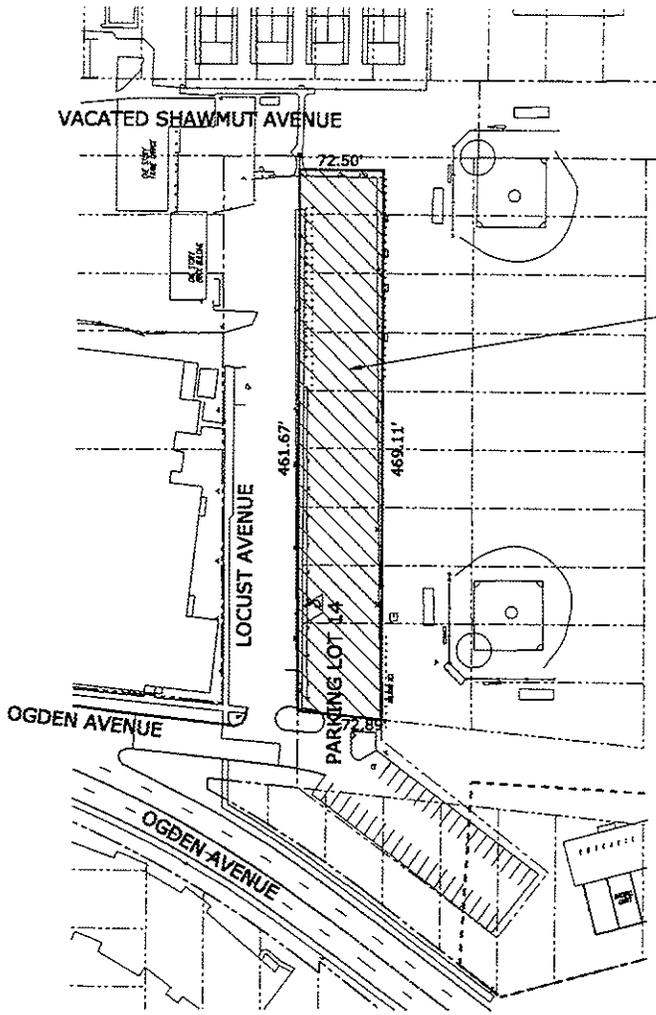
EXHIBIT B

Depiction and Legal Description of Village Exchange Property

[to be inserted]

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5-A.16



VILLAGE EXCHANGE PROPERTY

LEGAL DESCRIPTION - LOT 14 EXCHANGE PARCEL

THAT PART OF LOT 1 IN THE VILLAGE OF LA GRANGE PARKING LOT 14 RESUBDIVISION, OF THE SHAWMUT AVENUE ADDITION TO LA GRANGE, A SUBDIVISION IN THE NORTH HALF OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED APRIL 17, 1895 AS DOCUMENT 2203386, AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 11 IN BLOCK 4, OF THE AFORESAID SHAWMUT AVENUE ADDITION TO LA GRANGE, ALSO BEING THE POINT OF INTERSECTION OF THE EAST LINE OF LOCUST AVENUE AND THE NORTH LINE OF VACATED OGDEN AVENUE; THENCE NORTH 00°04'06" WEST, A DISTANCE OF 461.67 FEET, ALONG THE EAST LINE OF LOCUST AVENUE, ALSO BEING THE WEST LINE OF SAID LOT 1; THENCE NORTH 89°50'28" EAST, A DISTANCE OF 72.50 FEET, ALONG THE NORTH LINE OF SAID LOT 1; THENCE SOUTH 00°04'06" EAST, A DISTANCE OF 469.11 FEET, ALONG THE EAST LINE OF SAID LOT 1 TO THE SOUTH LINE OF LOT 11 IN BLOCK 4 OF THE AFORESAID SHAWMUT AVENUE ADDITION TO LA GRANGE, ALSO BEING THE NORTH LINE OF VACATED OGDEN AVENUE; THENCE NORTH 84°10'01" WEST, A DISTANCE OF 72.89 FEET, ALONG THE SOUTH LINE OF SAID LOT 11, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

AREA OF PROPERTY = 33,741 SQ. FT. OR 0.7746 ACRES



HEUER AND ASSOCIATES
 Consulting Engineers
 2318 Greenport Drive - Suite 102 Woodhull, IL 60156-2811 708-482-1000

PROPOSED PROPERTY EXCHANGE
 VILLAGE OF LA GRANGE/PARK DISTRICT OF LA GRANGE

EXHIBIT B: VILLAGE EXCHANGE PROPERTY

PLAT DATE SCALE: N/A	SHEET	1
TABULAR SCALE: 1" = 100'		
DRAWN BY: HAA	OF	1
PROJECT NO: 200A022		
DATE: 06/10/2006		

5-A-17

LEGAL DESCRIPTION - LOT 14 EXCHANGE PARCEL

THAT PART OF LOT 1 IN THE VILLAGE OF LA GRANGE PARKING LOT 14 RESUBDIVISION, OF THE SHAWMUT AVENUE ADDITION TO LA GRANGE, A SUBDIVISION IN THE NORTH HALF OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED APRIL 17, 1895 AS DOCUMENT 2203386, AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 11 IN BLOCK 4, OF THE AFORESAID SHAWMUT AVENUE ADDITION TO LA GRANGE, ALSO BEING THE POINT OF INTERSECTION OF THE EAST LINE OF LOCUST AVENUE AND THE NORTH LINE OF VACATED OGDEN AVENUE; THENCE NORTH $00^{\circ}04'06''$ WEST, A DISTANCE OF 461.67 FEET, ALONG THE EAST LINE OF LOCUST AVENUE, ALSO BEING THE WEST LINE OF SAID LOT 1; THENCE NORTH $89^{\circ}58'28''$ EAST, A DISTANCE OF 72.50 FEET, ALONG THE NORTH LINE OF SAID LOT 1; THENCE SOUTH $00^{\circ}04'06''$ EAST, A DISTANCE OF 469.11 FEET, ALONG THE EAST LINE OF SAID LOT 1 TO THE SOUTH LINE OF LOT 11 IN BLOCK 4 OF THE AFORESAID SHAWMUT AVENUE ADDITION TO LA GRANGE, ALSO BEING THE NORTH LINE OF VACATED OGDEN AVENUE; THENCE NORTH $84^{\circ}10'01''$ WEST, A DISTANCE OF 72.89 FEET, ALONG THE SOUTH LINE OF SAID LOT 11, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

AREA OF PROPERTY = 33,741 SQ. FT. OR 0.7746 ACRES

5-A.18

VILLAGE OF LA GRANGE

ORDINANCE NO. _____

AN ORDINANCE REQUESTING THE TRANSFER OF PROPERTY
FROM THE PARK DISTRICT OF LA GRANGE
TO THE VILLAGE OF LA GRANGE
PURSUANT TO THE LOCAL GOVERNMENT PROPERTY TRANSFER ACT

WHEREAS, the Park District of La Grange (the "*Park District*") holds legal title to a parcel of property commonly known as vacated Shawmut Avenue within the Village of La Grange, which parcel is depicted and legally described in Exhibit A attached to and by this reference incorporated into this Ordinance (the "*Property*"); and

WHEREAS, all of the Park District's territory, including the Property, lies within the corporate limits of the Village; and

WHEREAS, the Village has determined that it is necessary and convenient for the Village to use, occupy, and improve the Property for a public roadway and other public purposes (the "*Public Purposes*"); and

WHEREAS, the Village desires that the Park District of La Grange transfer the Park District's rights and title in the Property to the Village, pursuant to the authority conferred by the Local Government Property Transfer Act, 50 ILCS 605/0.01 *et seq.* and other applicable authority; and

WHEREAS, the Village desires to acquire the Park District's rights and title to the Property for the Public Purposes; and

WHEREAS, the President and Board of Trustees of the Village of La Grange have determined that it is necessary, appropriate, and in the best interests of the Village to acquire the Property by transfer from the Park District for the Public Purposes; and

WHEREAS, the Village and the Park District have reached an agreement titled "An Agreement For Exchange Of Property Between The Park District Of La Grange And The Village Of La Grange" (the "*Property Transfer Agreement*") that includes terms and provisions related to the transfer of the Property to the Village;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of La Grange, Cook County and State of Illinois, as follows:

Section 1. Recitals. The foregoing recitals are hereby incorporated into this Ordinance by this reference as findings of the President and Board of Trustees.

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Section 2. Request to Acquire Property. The President and Board of Trustees of the Village of La Grange request that the Park District of La Grange execute a deed and take all other necessary and appropriate actions, in conjunction with the necessary and appropriate actions of the Village, to transfer all of the Park District's rights and title in the Property to the Village, in accordance with the Property Transfer Agreement.

Section 3. Authorization to Acquire. The President and Village Clerk are hereby authorized to take all steps necessary and appropriate to acquire the Property and to cause the deed for the property to be recorded in the Office of the Cook County Recorder of Deeds.

Section 4. Effective Date. This Ordinance will be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this ____ day of _____ 2008.

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____ 2008.

Village President

ATTEST:

Village Clerk

5086069_v1

5-17-20

EXHIBIT A

DEPICTION AND LEGAL DESCRIPTION OF THE PROPERTY

[to be added by staff]

5086069_v1

5-A.21