

RESOLUTION 2023-05
AUTHORIZING THE PURCHASE OF CERTAIN REAL ESTATE FROM
ALDERSGATE UNITED METHODIST CHURCH

WHEREAS, the Wheaton Park District (the "Park District"), DuPage County, Illinois is a duly authorized and existing Park District under the laws of the State of Illinois;

WHEREAS, the statutes of the State of Illinois pertaining to such matters provide that park districts shall have the power to acquire by gift, legacy, grant or purchase any real estate necessary for its corporate purposes as the board deems proper pursuant to 70 ILCS 1205/8-1;

WHEREAS, the Park District purposes include, but are not limited to the ability to provide both passive and active recreational activities, including revenue producing recreational facilities under, *inter alia*, 70 ILCS 1205/8-10, 70 ILCS 1205/9.3-1 and 70 ILCS 1290/1;

WHEREAS, Aldersgate United Methodist Church owns a certain approximate 4.04 acre parcel of real estate located at 1753 S. Blanchard St. (the "Property"); and

WHEREAS, Aldersgate has offered the Property for sale to the Park District for the price of 1,065,000.00; and

WHEREAS, the Commissioners of the Park District find the acquisition and ownership of the Property to be in the best interests of the Park District and necessary and desirable for the purposes as hereinabove set forth.

WHEREAS, the Park District deems it advisable and in the public interest and welfare to enter into the Purchase and Sale Agreement, attached hereto as Exhibit A, with Aldersgate; and

NOW, THEREFORE, BE IT RESOLVED, THAT: the Board of Commissioners of the Wheaton Park District hereby authorizes the Executive Director to execute the Purchase and Sale Agreement with Aldersgate United Methodist Church, attached hereto and made a part hereof as Exhibit A, and take whatever steps necessary to effectuate the terms of the Purchase and Sale Agreement on behalf of the Park District.

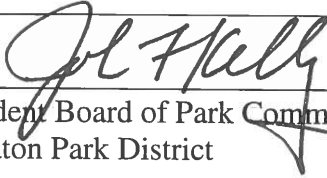
This Resolution shall be in full force and effect immediately upon its adoption and approval.

Adopted this 14th day of August, 2023.

AYES: Barrett, Nee, Morrill, Pechovich, Frey, Kelly


NAYS: 0

ABSENT: 0



President Board of Park Commissioners
Wheaton Park District

ATTEST:



Secretary, Board of Park Commissioners
Wheaton Park District

(S E A L)

EXHIBIT A

PURCHASE AND SALE AGREEMENT

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of this 14th day of August, 2023 (the "Effective Date"), by and between ALDERSGATE UNITED METHODIST CHURCH, a _____ ("Seller"), and WHEATON PARK DISTRICT, an Illinois Park District ("Purchaser").

RECITALS:

A. Seller is the owner of the fee simple interest in the property legally described on Exhibit A hereto (the "Land"), located in the City of Wheaton, DuPage County, Illinois, which buildings and land is commonly known as 1753 S. Blanchard St., consisting of PIN(s) 05-28-201-031 and 05-28-201-032 totaling approximately 176,070 ± square feet.

B. Seller has agreed to sell, and Purchaser has agreed to purchase the Land and other Property (as defined below) on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

ARTICLE 1

SUBJECT PROPERTY

Section 1.1 Purchase. Subject to the terms and conditions contained herein and in reliance on the representations, warranties, covenants and undertakings contained herein, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, the following:

- (a) the Land;
- (b) all improvements, structures, and fixtures on the Land (collectively, the "Improvements"), if any;
- (c) all of Seller's right, title and interest in and to (to the extent any of the following exists and is in Seller's possession) all intangible personal property used in the operation and management of the Land and Improvements including, without limitation: all plans and specifications relating to the construction and improvement of the Land; all drawings, surveys, maps, engineering reports and other technical descriptions and test results relating to the Land, if any, all licenses, permits, approvals, authorizations and consents now and/or hereafter issued by any federal, state, county or municipal authority relating to the Property, to the extent assignable; all books and records for the period of Seller's ownership relating to the Land (collectively, the "Intangible Property"), if any;
- (d) all of Seller's right, title and interest, if any, in and to all tenements, hereditaments, privileges and appurtenances in any way belonging or appertaining thereto.

The Land, Improvements and Intangible Property shall, collectively, be referred to herein as the "Property".

ARTICLE 2

PURCHASE AND SALE; PURCHASE PRICE

Section 2.1 Purchase Price. The purchase price for the Property shall be One Million Sixty-Five Thousand and 00/100 Dollars (\$1,065,000.00) (the "Purchase Price"), plus or minus prorations as hereinafter provided and shall be payable as hereinafter set forth.

Section 2.2 Earnest Money. Within five (5) Business Days after the Effective Date, Purchaser shall deposit into the Earnest Money Escrow (defined below) with Chicago Title Insurance Company in Lisle, Illinois (the "Title Company") the sum of Fifty Thousand and 00/100 Dollars (\$50,000.00) (the "Earnest Money Deposit"). The Earnest Money Deposit shall be held by the Title Company in a strict joint order escrow (the "Earnest Money Escrow") in accordance with the terms of the Title Company's standard strict joint order escrow agreement (the "SJO Agreement"), which shall be executed by Seller and Purchaser (or their respective attorneys) and by the Title Company no later than at the time of depositing the Earnest Money Deposit. At Purchaser's option, the Earnest Money Deposit shall be held in an interest-bearing account, with interest earned thereon for the benefit of Purchaser. The Earnest Money Deposit shall be applied at Closing to the Purchase Price, or otherwise disbursed in accordance with the terms of this Agreement and the SJO Agreement.

Section 2.3 Payment of Purchase Price. Provided the conditions to closing set forth herein have been satisfied or otherwise waived, in writing, by Purchaser and Seller, the Purchase Price, net of prorations and adjustments as provided in Article 11, shall be paid on the Closing Date by wire transfer of immediately collectible funds.

ARTICLE 3

DUE DILIGENCE PERIOD

Section 3.1 Due Diligence Period. Within five (5) business days after the Effective Date, Seller shall deliver to Purchaser copies of the documents identified on Exhibit B (collectively, the "Property Information"). Seller's obligation to deliver the Property Information is limited to that information which currently exists and is in the possession or control of Seller. The "Due Diligence Period" shall be the period commencing on the Effective Date and terminating at 11:59 p.m. local time on the day which is sixty (60) calendar days thereafter (the "Due Diligence Expiration Date").

Section 3.2 Conduct of Due Diligence. During the Due Diligence Period, Purchaser and its officers, employees, members, managers, agents, advisers, attorneys, accountants, architects and engineers shall have the right to review the Property Information described in Section 3.1, to investigate the zoning and code status of the Property and all governmental requirements including discussions with governmental officials, and to enter upon the Property to conduct inspections and investigations relating to the Property (including, without limitation, inspections relating to the physical condition of the Property), to conduct environmental

assessments (including Phase I and Phase II environmental assessments and other studies as Purchaser deems appropriate or necessary) and for all other reasonable purposes. Seller will cooperate with Purchaser to arrange such access. Except as otherwise provided herein, all costs and expenses of Purchaser's due diligence shall be paid by Purchaser. Seller shall provide Purchaser and Purchaser's officers, employees, members, managers, agents, advisers, attorneys, accountants, architects, engineers and prospective lenders access to the Property, at all reasonable times, to make such inspections, tests and verifications as Purchaser considers reasonably necessary and Seller shall reasonably cooperate with Purchaser in any efforts to obtain Government Approvals, at no cost to Seller, provided no zoning change with respect to the Property shall take effect prior to Purchaser acquiring title to the Property. Prior to entry upon the Property, Purchaser shall obtain and maintain, at Purchaser's sole cost and expense, and Purchaser shall require its agents, consultants and contractors to obtain and maintain, and deliver to Seller, evidence of commercial general liability insurance in an amount of no less than One Million and 00/100s Dollars (\$1,000,000.00) for personal injury and property damage, written on a per occurrence basis, naming Seller as an additional insured, by endorsement. Such insurance shall provide coverage against any claim for personal liability or property damage caused by Purchaser or its agents, employees or contractors in connection with Purchaser's inspections, tests and other activities at the Property. Seller shall have the right, in its discretion, to accompany Purchaser and/or its agents during any inspection provided Seller or its agents do not unreasonably interfere with Purchaser's inspections.

If this Agreement is terminated in accordance with Section 3.3 or if the transaction otherwise fails to close, Purchaser shall return to Seller all information delivered or made available by Seller to Purchaser. Purchaser shall repair any damage to the Property arising out of or resulting from the inspections and investigations of the Property by Purchaser and/or its agents, contractors and consultants.

Section 3.3 Right to Terminate.

Section 3.3.1 Due Diligence Period.

(a) If Purchaser, in its sole and absolute discretion, determines for any or no reason, whatsoever, that Purchaser does not desire to purchase the Property, then on or before the Due Diligence Expiration Date Purchaser shall serve written notice on Seller of its election to not proceed with the transaction and to terminate this Agreement (the "Due Diligence Termination Notice").

(b) If Purchaser timely delivers the Diligence Termination Notice, then (i) this Agreement shall be deemed terminated, (ii) the Earnest Money Deposit shall be returned to Purchaser, and (iii) neither party shall have any further claims or obligations hereunder except as it relates to this Section 3.3.1(b), and any claims of Seller under Section 3.4. Seller agrees to deliver to the Title Company within five (5) Business Days after receipt of the Diligence Termination Notice, a written direction to the Title Company pursuant to the SJO Agreement authorizing and directing the Title Company to deliver the Earnest Money Deposit to Purchaser.

(c) If Purchaser does not timely deliver the Diligence Termination Notice as provided for above, then the Earnest Money Deposit shall be non-refundable; except if Purchaser is entitled to return of the Earnest Money Deposit under any other provision of this Agreement.

Section 3.4 Indemnification. Except to the extent attributable to the negligence or willful misconduct of Seller, or Seller's officers, employees and agents, Purchaser agrees to indemnify, defend and hold Seller harmless from and against any lien, damage, injury, claim or expense, including, without limitation, reasonable attorneys' fees, resulting from the entry and any activity by Purchaser or its officers, members, managers, employees, agents, advisors, attorneys, accountants, architects, contractors, consultants or engineers upon the Property and in the performance of the inspections, tests and investigations hereunder.

ARTICLE 4

TITLE AND SURVEY

Section 4.1 Title Commitment and Survey.

(a) Within fifteen (15) Days after the Effective Date, Seller shall provide to Purchaser: (i) a title commitment (the "Title Commitment") for an owner's title insurance policy issued by the Title Company, in the amount of the Purchase Price, covering title to the Property on or after the Effective Date, showing title in Seller and insuring Purchaser as the proposed fee owner of the Property; and (ii) a copy of each of the recorded documents (the "Recorded Documents"), to which reference is made in the Title Commitment.

(b) Within thirty (30) days after the Effective Date, Seller shall provide to Purchaser a survey with 2023 ALTA/NSPS minimum standard detail and including items 1, 2, 3, 4, 6(a), 6(b), 7(a), 7(b-1), 8, 9, 11, 16, 17, and 19 of Table A (the "Survey"). The Survey shall be certified to Purchaser, Seller and the Title Company.

Section 4.2 Permitted Exceptions. If Purchaser is not satisfied, in its sole and absolute discretion, with the condition of title or any Survey matters (each, an "Objection" and, collectively, "Objections"), then Purchaser shall notify Seller in writing of such Objections within fourteen (14) days after the Purchaser's receipt of the Survey. Seller shall then advise Purchaser in writing of those Objections Seller is willing to cure ("Seller's Objection Response Notice") no later than seven (7) Days after receipt of the Objections. If Seller delivers Seller's Objection Response Notice to Purchaser, and elects not to cure any one of the Objections, Purchaser may elect, in its sole and absolute discretion, to (a) terminate this Agreement by providing written notice thereof to Seller on or before the date occurring seven (7) Days after the receipt of Seller's Objection Response Notice, or (b) accept title subject to any Objections for which Seller is unwilling to cure as identified in Seller's Objection Response Notice; other than any Existing Liens. All items in the Title Commitment and Survey to which Purchaser does not raise an Objection, and all items that Purchaser has been deemed to have accepted pursuant to clause (b) of the prior sentence shall be collectively referred to herein as the "Permitted Exceptions"; provided, however, none of the following shall be deemed Permitted Exceptions and Seller shall in all cases be obligated to cure: (A) judgments against Seller, (B) mortgages, trust deeds, or other monetary liens (including,

without limitation, any mechanics', materialmen's and/or vendors' liens with respect to the Property, and any real estate tax liens, (other than liens for accrued taxes, and taxes and assessments not delinquent), (C) taxes due under any Bulk Sales Stop Order (D) any matters affecting the Property created on or after the Effective Date that are not otherwise permitted pursuant to the terms of this Agreement, and/or (E) defects, obligations or exceptions of a definite and ascertainable amount that can be satisfied solely by the payment of cash (collectively, "Existing Liens").

Section 4.3 Title Policy. At Closing, Seller shall cause the Title Company to issue and deliver to Purchaser an ALTA Owner's Title Policy showing no exceptions other than the Permitted Exceptions, and insuring Purchaser as the owner of the Property with extended coverage over those standard exceptions in the Policy (the "Title Policy").

ARTICLE 5

CONDITIONS PRECEDENT TO CLOSING

Section 5.1 Conditions to Closing. Without limitation of any other conditions set forth in this Agreement, Purchaser's obligation to consummate the transactions contemplated by this Agreement is subject to satisfaction of all of the conditions set forth in this Article 5. Purchaser may waive any or all of such conditions in whole or in part, but any such waiver shall be effective only if made in writing. Purchaser and Seller shall use all reasonable efforts to satisfy the conditions set forth in this Article 5. Satisfaction or waiver of any conditions contained herein shall not waive any representation, warranty or indemnity made by Seller. If any condition set forth in this Article 5 is not fully satisfied or waived in writing by Purchaser by the Closing Date, then unless such condition is waived by Purchaser, Purchaser shall be released from all obligations to Seller under this Agreement and shall be entitled to the return of the Earnest Money Deposit. The conditions are as follows:

- (a) All tenants shall have terminated their leases and vacated the Property 30 days prior to Closing and proof of same provided to Purchaser;
- (b) All Service Contracts for the Property have been terminated and proof of same provided to Purchaser;
- (c) issuance of the Title Policy by the Title Company;
- (d) Seller shall have timely performed each and every covenant and agreement to be performed by Seller hereunder;
- (e) all representations and warranties made by Seller in this Agreement shall be true and correct in all material respects as of the Closing Date;
- (f) this Agreement shall not have been terminated pursuant to Sections 3.3, 4.2, 10.1, 12.1 or 12.2.

ARTICLE 6

CLOSING

Section 6.1 Closing. The consummation of the transaction contemplated hereunder (referred to herein as the “Closing”) shall take place at the Title Company on the date selected by Purchaser and mutually agreeable to Seller, which date shall not be later than fifteen (15) days after the later of: (i) the Due Diligence Expiration Date; (iii) satisfaction of the Conditions to Closing specified above in Section 5.1 (the “Closing Date”).

Section 6.2 Closing Escrow. The Closing of the transaction contemplated hereunder shall take place through a so-called New York style escrow with the Title Company pursuant to a written escrow agreement among Purchaser, Seller, and the Title Company containing terms and conditions not inconsistent with the terms and conditions of this Agreement (which shall in all events be controlling) and mutually satisfactory to Purchaser and Seller.

Section 6.3 Closing Documents. At the Closing, Seller shall execute (and notarize, as appropriate) and/or deliver or cause to be executed (and notarized, as appropriate) and/or delivered to Purchaser or the Title Company, the following (collectively, the “Closing Documents”):

(a) a Special Warranty Deed (the “Deed”) in a form reasonably acceptable to Purchaser, conveying fee simple title to the Property, and all easements and other rights appurtenant thereto to Purchaser, subject only to the Permitted Exceptions;

(b) two (2) counterparts of an Assignment and Assumption of Licenses, Warranties, Permits and Intangible Property (the “Assignment”), in a form reasonably acceptable to Purchaser;

(c) an affidavit stating Seller’s U.S. taxpayer identification number and that Seller is a “United States person”, as defined by Internal Revenue Code Section 1445(f)(3) and Section 7701(b);

(d) a re-certification by Seller of Seller’s representations and warranties set forth in Section 7.1;

(e) evidence of termination of all Service Contracts in form and content reasonably satisfactory to Purchaser;

(f) such affidavits, ALTA statements and personal undertakings, in form and substance reasonably acceptable to the Title Company, that will permit the Title Company to provide extended coverage and to remove the standard “mechanics’ lien” and “GAP” exceptions and otherwise issue the Title Policy;

(g) written evidence and, if applicable, lien waivers, in form and substance reasonably acceptable to Purchaser and the Title Company, that there is no property management agreement affecting the Property as of the Closing;

(h) all releases and termination statements required to release and terminate all mortgages, financing statements and other security instruments, or pay-off letters if releases and termination statements are not available at Closing, encumbering the Property;

(i) a Plat Act Affidavit or any other evidence of compliance with the Illinois Plat Act that the Title Company or recorder may require;

(j) a bulk sales release from the Illinois Department of Revenue;

(k) an estoppel letter from the association indicating that all assessments are paid and the Property is not in default under the applicable CCR's;

(l) evidence of termination of all leases affecting the Property;

(m) such other documents and instruments as may be required by any other provision of this Agreement or as may reasonably be required to carry out the terms and intent of this Agreement.

Section 6.4 Purchaser's Deliveries. At the Closing, Purchaser will deliver to Seller or the Title Company the following:

(a) the balance of the Purchase Price, plus or minus prorations;

(b) two (2) executed counterparts of the Assignment;

(c) such affidavits, ALTA statements and personal undertakings, in form and substance reasonably acceptable to the Title Company, as are requested by the Title Company; and

(d) such other documents and instruments as may be required by any other provision of this Agreement or as may reasonably be required to carry out the terms and intent of this Agreement.

Section 6.5 Joint Deliveries. At Closing, Seller and Purchaser shall jointly deliver to each other: (a) a Submitted MyDec (PTAX-203).

Section 6.6 Possession. At Closing, Seller shall deliver possession of the Property, subject only to the Permitted Exceptions.

Section 6.7 Closing Costs and Expenses.

(a) Seller shall: (i) bear the cost of the "owner's title policy" to be issued, with an extended coverage endorsement; (ii) the cost to record any instruments necessary to clear Seller's title; (iii) one-half the cost of the Closing Escrow; (iv) the cost of the Survey; (v) Seller's attorney's fees, except as otherwise provided for in this Agreement; (vi) fees charged by the Title Company for copies of all recorded exception documents; (vii) the cost of "GAP" coverage; and (viii) the State and County transfer taxes.

(b) Purchaser shall: (i) bear the cost of any recording fees with respect to the deed, (ii) costs incurred in connection with obtaining Purchaser's financing; (iii) the cost of any lender's policy of title insurance; (iv) the cost of all title endorsements other than extended coverage; (v) one-half the cost of the Closing Escrow; and (vi) Purchaser's attorney's fees, except as otherwise provided for in this Agreement.

(c) The cost of any local transfer taxes shall be paid by the party customarily or primarily obligated to pay such local transfer tax, as required by applicable ordinance. If the ordinance does not specify the party primarily obligated to pay the local transfer tax, such tax shall be paid by Purchaser.

ARTICLE 7

REPRESENTATIONS AND WARRANTIES

Section 7.1 Seller's Representations. Seller represents and warrants to Purchaser as follows (which representations and warranties shall be remade on the Closing Date as provided herein and shall survive the consummation of the transactions contemplated hereby for a period of one (1) year following the Closing Date and any action or proceeding which relates to the representations and warranties provided for herein must be brought and filed within such one (1) year period, or shall be barred):

(a) Special Assessments. To the actual knowledge of Seller, no special assessments have been levied against the Property that have not been timely paid nor, to the knowledge of Seller, are there any proposed special assessments against the Property presently pending.

(b) Eminent Domain. No proceedings are presently pending nor, to the knowledge of Seller, threatened, for the taking by exercise of the power of eminent domain, or sale in lieu thereof, or in any other manner, for a public or quasi-public purpose, of all or any part of the Property or access thereto.

(c) Compliance with Law. Seller has not received any notice during the period of its ownership that the Property has been cited for any violations of any applicable existing fire, health, building, life safety, handicapped persons, or zoning laws, rules, regulations or ordinances, which have not been corrected. To Seller's actual knowledge, Seller has not received any notice from any insurer that any portion of the Property contains any defects or conditions that could adversely affect the insurability of the Improvements or Personal Property which have not been corrected.

(d) Environmental Matters.

(i) For purposes of this Agreement, "Hazardous Material" means and includes any hazardous, toxic or dangerous waste, substance or material defined as such in (or for purposes of): (A) the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), (B) any so-called "Superfund" or "Superlien" law, or any other Federal, state or local statute, law, ordinance, code, rule, regulation, order or decree

regulating, relating to or imposing standards of conduct or liability concerning any hazardous, toxic or dangerous waste, substance or material, as now in effect (collectively, the "Related Legislation"), and (C) whether or not included in the definition set forth in CERCLA or Related Legislation, any other hazardous, toxic or dangerous waste, substance, material, pollutant, mold or contaminant, including, without limitation, asbestos, asbestos containing materials, polychlorinated biphenyls and other chemicals that are dangerous to the environment or to human beings.

(ii) Seller has no actual knowledge of any violation of CERCLA or and Related Legislation with respect to the Property or the presence or release of Hazardous Material on or from the Property. Seller represents that to Seller's actual knowledge, no notice of violation or other written communication has been received by Seller from any governmental agency or any person or entity alleging or suggesting any environmental law violation on the Land or Improvements.

(e) Litigation. There is no action, proceeding or investigation, at law, equity or otherwise, pending or, to Seller's actual knowledge, threatened against Seller or the Property before any court or governmental department, commission, board, agency or instrumentality, nor does Seller know of any basis for any such action, proceeding or investigation.

(f) Power and Authority. Seller has full right, power and authority to enter into, deliver and perform this Agreement and all documents to be executed by Seller pursuant to this Agreement and to consummate the transactions contemplated hereby.

(g) Conflict. Neither the execution of this Agreement, and any documents to be executed by Seller pursuant to this Agreement, nor the consummation of the transactions contemplated hereby or thereby will be in violation of any judgment, order, permit, writ, injunction or decree of any court, commission, bureau or agency, or any law, rule, regulation, ordinance or code to which Seller or the Property or by which Purchaser or the Property is bound, or constitute a breach or default under any agreement or other obligation to which Seller is a party or to which Seller or the Property may be bound. No approval, consent, order or authorization of, or designation, registration or filing (other than for recording purposes) with any governmental authority is required in connection with the due and valid execution and delivery of this Agreement by Seller or Seller's performance under this Agreement.

(h) Title. Seller owns fee simple title to the Property, free and clear of liens, encumbrances, options and restrictions of every kind and description, except as may be shown on the Title Commitment.

(i) Bankruptcy; Insolvency. No bankruptcy, insolvency, rearrangement or similar actions or proceedings, whether voluntary or involuntary, are pending or, to Seller's knowledge, threatened against Seller, nor has Seller any intention of filing or commencing any such action or proceeding, neither Seller nor the Property has been subject to a bankruptcy action or proceeding within the past eighteen months and Seller has not made a general assignment for the benefit of creditors. Seller is not insolvent.

(j) No Liens. To Seller's knowledge, there are no actual or contemplated mechanic's liens or materialmen's liens, or special assessments relating to the Property not shown of public record.

(k) No Third-Party Rights. No person has any option or right of first refusal, exercisable now or at any time in the future, to purchase the Property.

If Purchaser obtains any information through its investigations which is contrary to, or calls into question the accuracy of, any representations, warranties, and covenants of Seller provided for in this Agreement, Purchaser shall notify Seller, in writing, of such contrary information and Purchaser shall not reasonably rely on any such contrary or potentially inaccurate representation, warranty, or covenant.

Section 7.2 Purchaser's Representations. Purchaser represents and warrants to Seller as follows (which representations and warranties shall be remade on the Closing Date and shall survive the consummation of the transactions contemplated hereby for a period of one (1) year following the Closing Date and any action or proceeding which relates to the representations and warranties provided for herein must be brought and filed within such one (1) year period, or shall be barred):

(a) Power and Authority. Purchaser has full right, power and authority to enter into, deliver and perform this Agreement and all documents to be executed by Purchaser pursuant to this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and all documents to be executed by Seller pursuant to this Agreement and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary company action and all approvals and consents of Seller's members and managers have been obtained. This Agreement and all documents required hereby to be executed by Purchaser are and shall be valid and legally binding obligations of, and enforceable against, Purchaser in accordance with their respective terms, subject to bankruptcy, insolvency and other similar laws affecting the rights of creditors generally.

(b) Conflict. Neither the execution of this Agreement and all documents to be executed by Purchaser pursuant to this Agreement nor the consummation of the transactions contemplated hereby or thereby will be in violation of any judgment, order, permit, writ, injunction or decree of any court, commission, bureau or agency, or any law, rule, regulation, ordinance or code to which Purchaser is bound, or constitute a breach or default under any agreement or other obligation to which Purchaser may be bound.

(c) Bankruptcy; Insolvency. No bankruptcy, insolvency, rearrangement or similar actions or proceedings, whether voluntary or involuntary, are pending or, to Purchaser's knowledge, threatened against Purchaser, nor has Purchaser any intention of filing or commencing any such action or proceeding. Purchaser has not been subject to a bankruptcy action or proceeding within the past eighteen months nor has Purchaser made a general assignment for the benefit of creditors. Purchaser is not insolvent.

ARTICLE 8

SELLER'S COVENANTS

Section 8.1 Seller's Covenants. Seller covenants and agrees with Purchaser that from and after the Effective Date through Closing or earlier termination of this Agreement, Seller shall, at its sole cost and expense:

(a) not transfer all or any part of the Property or create on the Property any easements, liens, mortgages, encumbrances, or other interests that will be in force and effect after the Closing;

(b) not enter into any new leases or licenses relating to the Property;

(c) not extend, renew, replace, amend, or enter into any new Service Contract with respect to the Property that will survive Closing or otherwise affect the use, operation or enjoyment of the Property after Closing;

(d) fully and faithfully perform all of its covenants, agreements and obligations and otherwise continue to meet all obligations with respect to the Property, including all contractual obligations under the Service Contracts and all licenses, permits and approvals with respect to the Property; and

(e) deliver or cause to be delivered to Purchaser, promptly upon receipt thereof by Seller, copies of all notices received or given by Seller alleging any violation of any applicable federal, state, county or municipal law, rule, regulation, code or requirement, any default under any Service Contract, insurance policy or other agreement applicable to or binding Seller or the Property, and report to Purchaser, from time to time, the status of any alleged violation or default.

Section 8.2 Termination of Service Contracts. Purchaser's obligation to close this transaction is conditioned upon the Seller's termination of all Service Contracts for the Property and Seller agrees to terminate such Service Contracts without cost to Purchaser, effective as of the Closing Date.

Section 8.3 Bulk Sale - Indemnification. As a condition of Closing, Seller shall obtain a complete release from the Illinois Department of Revenue (or equivalent governmental office or agency) for bulk sales or other sales tax statutes and Purchaser agrees to cooperate in the application for such release. In addition, Seller agrees to indemnify, defend and hold Purchaser harmless from and against any and all liabilities, claims, losses, costs, damages, fees and expenses, including reasonable attorneys' fees and expenses, of every kind and nature which Purchaser in connection with any liability Purchaser may incur by reason of taxes owned by Seller pursuant to the Illinois Income Tax Act, 35 ILCS 5/902(d). This provision shall survive Closing and delivery of the Deed.

ARTICLE 9

INDEMNIFICATION

Seller, subject to the limitations period provided for in Section 7.1 above, hereby agrees to protect, defend, indemnify and hold Purchaser harmless from and against any and all liabilities, obligations, losses, costs, damage or expense, including reasonable attorneys' fees and court costs, Purchaser may incur or suffer on account of or in connection with any breach of any representation or warranty of Seller contained in this Agreement upon with Purchaser reasonably relied or contained in any document or instrument executed by Seller in connection herewith.

ARTICLE 10

DEFAULTS

Section 10.1 Seller's Default. If the Closing fails to occur by reason of Seller's failure to perform its obligations under this Agreement, or if Seller otherwise breaches any of its obligations, representations or warranties hereunder (which are not cured within ten (10) days after demand by Purchaser), Purchaser may, as its sole and exclusive remedy, either (1) terminate its obligations under this Agreement by further written notice thereof to Seller, or (2) elect to enforce its rights hereunder by an action for specific performance. If Purchaser so elects to terminate this Agreement as provided for herein, then Seller shall, immediately upon demand return the Earnest Money Deposit and reimburse Purchaser for any and all documented and reasonable, actual out-of-pocket costs and expenses suffered or incurred by Purchaser in connection with the transaction contemplated under this Agreement, including without limitation, all reasonable attorneys' fees and any costs of terminating the escrow and any cancellation fee for the Title Commitment, in an amount not to exceed Fifty Thousand and 00/100 Dollars (\$50,000). Should specific performance not be available as a remedy to Purchaser, Purchaser shall have any and all rights at law or in equity.

Section 10.2 Purchaser's Default. If Purchaser shall default in any material obligation hereunder (which default is not cured within ten (10) days after demand by Seller), Seller shall have the right, as its sole and exclusive remedy, to terminate its obligations under this Agreement by written notice thereof to Purchaser and to retain the Earnest Money as liquidated damages (provided, however, that nothing in this Section 10.2 shall be intended to limit Purchaser's specific indemnification obligations set forth in this Agreement).

PURCHASER AND SELLER ACKNOWLEDGE THAT SUCH LIQUIDATED DAMAGES ARE REASONABLE IN AMOUNT CONSIDERING ALL OF THE CIRCUMSTANCES EXISTING ON THE DATE OF THIS AGREEMENT, INCLUDING THE PARTIES' ESTIMATION OF THE POSSIBLE RANGE OF DAMAGES TO SELLER IN THE EVENT OF SUCH A BREACH, THE DIFFICULTY AND IMPRACTICABILITY OF ASCERTAINING OR PROVING WITH ANY DEGREE OF CERTAINTY THE AMOUNT OF SUCH DAMAGES AND THE DESIRE OF PURCHASER TO LIMIT ITS

POTENTIAL LIABILITY TO SELLER IN THE EVENT OF SUCH A BREACH.

ARTICLE 11

CLOSING ADJUSTMENTS

Section 11.1 Prorations. As hereinafter more particularly described, certain of the items described in this Article 11 shall be prorated between the parties on a per diem basis (on the basis of actual calendar days and a 365-day year) so that, subject to the more particular provisions set forth below, Seller's pro rata share of credits and charges for all days preceding the Closing Date (such date being referred to as the "Proration Date") shall be allocated to Seller and credits and charges for the Proration Date and all days thereafter shall be allocated to Purchaser. In connection with the prorations and allocations provided for herein, Purchaser and Seller shall jointly prepare a proration schedule (to be included in or attached to the Closing Statement) in reasonable detail showing each item prorated or adjusted.

Section 11.2 Operating Expenses. To the extent applicable, all expenses relating to owning, operating, and maintaining the Property including, without limitation, water, electric, telephone, fuel and other utility charges, but only to the extent any of the foregoing are the responsibility of and currently being paid by Seller, shall be prorated based on the last ascertainable bills unless meter readings are made as of the Closing Date, in which case such meter readings shall govern and Seller shall be responsible for paying the bills for such services accruing prior to the Closing Date. Seller shall terminate its account (but not the service itself) with the providers of all such utility services as of the Closing Date (and be entitled to return of any and all utility deposits held by such providers) and Purchaser shall, on or prior to the Closing Date, make application to the providers of such services for the continuation of such services in the name of Purchaser or its designee and make substitute deposits with such providers, if required.

Section 11.3 Real Estate Taxes. Seller shall be responsible for and shall pay all real estate and personal property taxes which come due, or are invoiced, prior to the Proration Date. Real Estate taxes shall be prorated on an accrual basis, with the 2023 tax proration and credit to be based upon 105% of the latest known tax bill.

Section 11.4 Other Items. All other items that are customarily prorated in transactions similar to the transaction contemplated hereby and that were not heretofore dealt with, will be prorated as of 11:59 p.m. on the Proration Date.

Section 11.5 Assumption of Liabilities. Except for any matters for which prorations have been provided for herein and as otherwise expressly set forth in this Agreement, Purchaser shall not assume any contracts, agreements, orders, liabilities, or obligations of Seller, whether with respect to the Property or otherwise.

Section 11.6 No Reproration. All prorations and credits shall be final as of the Closing Date and there shall be no reproration of the foregoing items.

ARTICLE 12

CASUALTY AND CONDEMNATION

Section 12.1 Casualty. In the event that prior to the Closing Date, any portion of the Property shall be damaged or destroyed by fire or other casualty, Seller shall notify Purchaser immediately and Purchaser shall have the right to terminate its obligations under this Agreement within thirty (30) days after such notification, and Closing shall be extended, if necessary, to accommodate such thirty-day period. If Purchaser elects not to terminate its obligations under this Agreement pursuant to this Section 12.1, then Purchaser shall have the right to participate in the adjustment and settlement of any insurance claim relating to said damage, and Seller shall assign and/or pay to Purchaser at Closing all insurance proceeds collected or claimed (and all of Seller's right to collect and claim insurance proceeds) with respect to such loss or damage plus the amount of any deductible or self-insured amount.

Section 12.2 Condemnation. If prior to the Closing Date, written notice shall be received by Seller of any action, suit or proceeding to condemn or take all or any material part of the Property under the power of eminent domain, Seller shall promptly send written notice thereof to Purchaser and Purchaser shall have the right to terminate its obligations under this Agreement by notice in writing to Seller given within thirty (30) days after receiving Seller's notice, and Closing shall be extended, if necessary, to accommodate such thirty day period. If Purchaser elects not to terminate its obligations under this Agreement pursuant to this Section 12.2, Purchaser shall receive an absolute assignment on the Closing Date of the entire proceeds of such condemnation award, the Purchase Price shall be the full amount provided in Article 2 and Seller shall convey the Property subject to the condemnation proceeding or, if such condemnation proceeding shall have been completed, Purchaser shall receive a credit against the Purchase Price in the amount of the condemnation award and Seller shall convey the Property to Purchaser less that part taken in such proceeding, as the case may be.

ARTICLE 13

BROKER

Purchaser and Seller each represents and warrants to the other that it has not dealt with any person or entity entitled to a brokerage commission, finder's fee or other compensation with respect to the transaction contemplated herein. Purchaser hereby agrees to indemnify, defend, and hold Seller harmless from and against any losses, damages, costs and expenses (including, but not limited to, attorneys' fees and costs) incurred by Seller by reason of any breach or inaccuracy of the Purchaser's (or its nominees) representations and warranties contained in this Article 13. Seller hereby agrees to indemnify, defend, and hold Purchaser harmless from and against any losses, damages, costs and expenses (including, but not limited to, attorneys' fees and costs) incurred by Purchaser by reason of any breach or inaccuracy of Seller's representations and warranties contained in this Article 13. The provisions of this Article 13 shall survive the Closing and/or termination of this Agreement.

ARTICLE 14

MISCELLANEOUS

Section 14.1 Notices. All notices to be given hereunder shall be in writing and either (i) personally delivered, (ii) sent by United States certified mail, return receipt requested, (iii) sent by reputable overnight courier (such as FEDEX or UPS), or (iv) sent by email, to the parties at the following addresses (or to such other or further addresses as the parties may hereafter designate by notice):

To Seller:

Steven R Novy <
stevenovy@sbcglobal.net

with a copy to:

Douglas E. Hardy
Attorney at Law
207 Reber St.
Suite 201
Wheaton, IL. 60187
Ph: 630-690-3500
Fx: 630-690-4900
dhardy@douglashardylaw.com

To Purchaser:

Michael J. Benard, Executive Director
Wheaton Park District
102 E. Wesley St.
Wheaton, IL 60187
(630) 510-4945 o
(630) 945-7726 c
Email: mbenard@wheatonparks.org

and to:

Bruce E. Garner
Luetkehans, Brady, Garner & Armstrong, LLC
105 E. Irving Park Road
Itasca, IL 60143
Direct: (630) 760-4602
Mobile: (630) 632-5809
Email: BEG@LBGALAW.COM

All notices sent in the manner provided above shall be deemed effective upon receipt or refusal to accept. All notices that are required or permitted to be given by either party to the other under this Agreement may be given by such party or its legal counsel, who are hereby authorized to do so on the party's behalf.

Section 14.2 Entire Agreement: Amendments. This Agreement (including the Exhibits and Schedules) embody the entire agreement between the parties in connection with this transaction and there are no oral or parole agreements, representations, or inducements existing between the parties relating to this transaction that are not expressly set forth herein and covered hereby. This Agreement may not be modified except by a written agreement signed by all of the parties.

Section 14.3 Survival. Each covenant, condition, warranty, indemnification and representation set forth herein shall, except as expressly set forth in this Agreement to the contrary, survive the Closing and delivery of the documents contemplated herein for a period of one (1) year after the Closing Date, including all indemnifications, covenants, and agreements that are to be performed or applied to circumstances subsequent to the Closing Date.

Section 14.4 No Waiver: Consents. No written waiver by any party at any time of any breach of any provision of this Agreement shall be deemed a waiver of a breach of any other provision herein or consent to any subsequent breach of the same or any other provision. If any action by any party shall require the consent or approval of another party, such consent or approval of such action on any one occasion shall not be deemed a consent to or approval of such action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion.

Section 14.5 Captions. The captions, section numbers and article numbers appearing in this Agreement are inserted only as a matter of convenience and do not define, limit, construe or describe the scope of intent of such sections or articles of this Agreement nor in any way affect this Agreement.

Section 14.6 Time of Essence. All parties hereby agree that time is of the essence in this transaction.

Section 14.7 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

Section 14.8 Governing Law: Jurisdiction and Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. The exclusive jurisdiction and venue for any cause of action related to this Agreement shall be the 18th Judicial Circuit Court of Illinois and the parties waive any challenge to this jurisdiction and venue.

Section 14.9 Assignment. Purchaser may assign this Agreement or designate a nominee to take title to the Property at any time prior to the Closing Date. Seller hereby agrees that all representations, warranties, covenants, and indemnifications shall inure to the benefit of Purchaser and such assignee and their respective successors and assigns.

Section 14.10 Time. Whenever under the terms and provisions of this Agreement, the time for performance of a condition or the giving of a notice falls upon a Saturday, Sunday or holiday, such time for performance or for the giving of notice shall be extended to the next Business Day. "Business Day" shall mean any day other than Saturday, Sunday, or a federal or State of Illinois holiday.

Section 14.11 Waiver of Jury Trial; Attorneys' Fees. Each party hereby waives trial by jury in any proceeding brought by the other party in connection with any matter arising out of or in any way connected with the transaction contemplated by this Agreement or the Property. The provisions of this section shall survive the Closing (and not be merged therein) or any earlier termination of this Agreement. Notwithstanding the foregoing, if there is any legal action or proceeding between Seller and Purchaser arising from or based on this Agreement, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorneys' fees, incurred by such prevailing party in such action or proceeding and in any appeal in connection therewith, and if such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorneys' fees, shall be included in and as part of such judgment.

Section 14.12 No Third-Party Beneficiaries. Except as otherwise herein expressly provided, this Agreement is solely for the benefit of Purchaser and Seller and no other parties shall have any right to rely hereon or be deemed to be a third-party beneficiary hereunder.

Section 14.13 Cooperation. Each of the parties to this Agreement shall at any time and from time to time after the Closing, execute and deliver such further instruments, documents and certificates and do such further acts and things, as may be required by law or that may be appropriate or reasonable in order to carry out the intent and purposes of this Agreement, or to vest more fully in Purchaser title to the Property.

Section 14.14 No Partnership. This Agreement does not, and is not intended to, create a partnership or joint venture between Purchaser and Seller.

Section 14.15 Confidentiality. Seller and Purchaser and their respective representatives shall hold in strictest confidence the existence and the terms and conditions of this Agreement, provided that such restriction shall not be construed to prevent either party from disclosing such information to: (a) its prospective lenders or investors, or its members, managers, officers, directors, attorneys, accountants, architects, engineers and consultants to perform their designated tasks in connection with the transaction contemplated by this Agreement, or its permitted assignees, or (b) the Title Company.

Section 14.16 1031 Exchange. Purchaser's and Seller's rights under this agreement may be assigned to a Qualified Intermediary for the purpose of completing an IRC §1031 exchange. The parties agree to cooperate with each other as reasonably necessary to complete any such exchange.

ARTICLE 15

SPECIAL PROVISION

Section 15.1 Termination of Lease and Vacating the Property. It shall be a condition of Closing that all leases for the Property shall be terminated and all tenants shall have vacated the Property 30 days prior to Closing.

Section 15.2 Termination of Service Contracts. Purchaser's obligation to close this transaction is conditioned upon the Seller's termination of all Service Contracts for the Property

and Seller agrees to terminate such Service Contracts without cost to Purchaser, effective as of the Closing Date.

ARTICLE 16

MONUMENT

Section 16.1 Monument. The Purchaser shall allow for the installation of a small monument/plaque on the Property that commemorates the legacy of Aldersgate UMC pursuant to the Tree and Bench Commemorative Program of the Purchaser, which is attached hereto as Exhibit C. The cost of installing the monument/plaque shall be the responsibility of Seller.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereby have executed this Agreement the day and year first above written.


SELLER:

ALDERSGATE UNITED METHODIST CHURCH,
a [form and location of entity]

By:

Name:

Its:


Lynda J. Goldberg
Chair of Leadership Team

PURCHASER:

WHEATON PARK DISTRICT, an Illinois Park
District

By:

Name:

Its:



Michael J. Benard
Executive Director

EXHIBIT A

LEGAL DESCRIPTION

The Northeasterly 60.0 Feet As Measured Perpendicular To The Northeasterly Line, Except The South 90.30 Feet As Measured Perpendicular To The South Line Of The Following Described Property: That Part Of The Southwest Quarter Of The Northeast Quarter Of Section 28, Township 39 North, Range 10, East Of The Third Principal Meridian, Described By Commencing At The Southeast Corner Of Said Southwest Quarter Of The Northeast Quarter And Running Thence West Along The South Line Of Said Northeast Quarter, 770.74 Feet To The Center Line Of Blanchard Street (Formerly Summit Street); Thence North 33 Degrees, 55 Minutes, 26 Seconds East Along Said Center Line, 329.17 Feet For A Place Of Beginning; Thence Continuing North 33 Degrees, 55 Minutes, 23 Seconds East Along Said Center Line 270.47 Feet; Thence South 59 Degrees, 4 Minutes, 37 Seconds East For A Distance Of 261.02 Feet; Thence South At Right Angles To Said South Line Of The Northeast Quarter, 90.30 Feet; Thence West Parallel With Said South Line Of The Northeast Quarter, 374.86 Feet To The Place Of Beginning, In DuPage County, Illinois.

Also, That Part Of The Southwest Quarter Of The Northeast Quarter Of Section 28, Township 39 North, Range 10, East Of The Third Principal Meridian Lying East Of The Center Line Of Blanchard Street And

Northerly Of The Following Described Line: That Part Of The Southwest Quarter Of The Northeast Quarter Of Section 28, Township 39 North, Range 10, East Of The Third Principal Meridian, Described By Commencing At The Southeast Corner Of Said Southwest Quarter Of The Northeast Quarter And Running Thence West Along The South Line Of Said Northeast Quarter, 770.74 Feet To The Center Line Of Blanchard Street (Formerly Summit Street); Thence North 33 Degrees, 55 Minutes, 23 Seconds East Along Said Center Line, 329.17 Feet; Thence Continuing North 33 Degrees, 55 Minutes, 23 Seconds East Along Said Center Line 270.47 Feet For A Place Of Beginning Of Said Line; Thence South 59 Degrees, 04 Minutes, 37 Seconds East, 261.02 Feet To A Point That Is 90.30 Feet North Of The South Line Of The Northeast Quarter Of Said Section 28, As Measured At Right Angles To Said South Line; Thence East, Parallel With Said South Line, 219.48 Feet To The East Line Of Said Southwest Quarter Of The Northeast Quarter Of Section 28, To The Terminus Of Said Line, All In City Of Wheaton, DuPage County, Illinois.

Excepting therefrom that part described as follows:

That Part Of The Northeast 1/4 Of Section 28, Township 39 North, Range 10, East Of The Third Principal Meridian, Described By Commencing At The Southeast Corner Of The Northeast 1/4 Of Section 28; Thence South 89 Degrees 12 Minutes 40 Seconds West, 1310.70 feet To A Point On The East Line Of Lot 1 In Rice Park Consolidation, Plat Recorded As Document R90-77045; Thence North 00 Degrees 24 Minutes 12 Seconds East 363.52 Feet; Thence South 89 Degrees 12 Minutes 40 Seconds West 337.18 Feet To The Point Of Beginning; Thence North 60 Degrees 01 Minutes 30 Seconds West 124.29 Feet To A Point; Thence North 33 Degrees 13 Minutes 35 Seconds East 85.14 Feet; Thence South 60 Degrees 01 Minutes 30 Seconds East 124.29 Feet; Thence South 33 Degrees 13 Minutes 35 Seconds West 85.14 Feet To The Point Of Beginning, In Dupage County, Illinois

EXHIBIT B

PROPERTY INFORMATION

1. All current leases of the Property.
2. Existing surveys.
3. Real estate tax bills (prior 2 years).
4. Real Estate Tax Assessment appeal information.
5. Governmental notices and permits relating to the Property.
6. Service Contracts currently in effect and those in effect for the previous three years.
7. Any architectural/construction plans for the building.
8. Property condition reports.
9. Soil borings/Geotech or environmental studies, biological studies, topographical survey, wetlands report and contracted remediation agreements.
10. Development agreements and annexation agreements.
11. Utility bills for the prior 2 years to date.
12. Copies of insurance claims made relating to the Property for the last 5 years.

EXHIBIT C

**WHEATON PARK DISTRICT
TREE AND BENCH COMMEMORATIVE PROGRAM**

Plaque Description

For Tree Commemorative use lines 3-7 with 40 characters per line (numbers, letters, punctuation, and spaces count as characters). Lines 1 and 2 will contain the tree's common and botanical name filled in by staff.
For Bench Commemorative use lines 1-7 with 40 characters per line (numbers, letters, punctuation, and spaces count as characters.)

A final proof of the plaque will be emailed for your approval before sending to production.

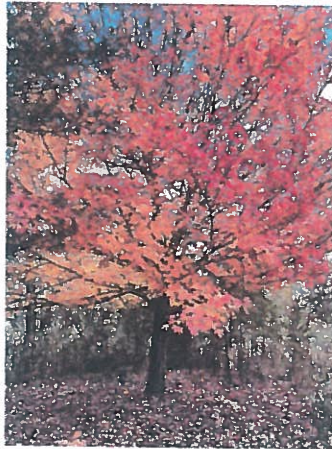
1	
2	
3	
4	
5	
6	
7	

Plaque Criteria

Production time for a commemorative plaque may vary throughout the year and is dependent on the manufacturer. Typical lead time after final proof approval is 10-12 weeks. Plaques are installed between June and November.

Tree plaques are mounted on an attractive boulder base and sealer is applied to reduce weathering. The boulders are installed within the mulched area after the tree is planted. All tree plaques have a total of 7 lines. The first two lines are filled in by staff to contain the tree's common and botanical names. A total of 5 lines with 40 characters per line are available for your commemorative inscription. (Numbers, letters, punctuation, and spaces count as characters.)

Bench plaques are mounted in the concrete base of the bench. A total of 7 lines with 40 characters per line are available for your commemorative inscription. (Numbers, letters, punctuation, and spaces count as characters.)



Ordering Information

Applications for the Commemorative program are accepted year-round. Installation times will vary. Steps to complete the process are below.

1. Work with a Planner via phone (630-653-5129), email or in person to determine park & location.
2. A completed application is submitted, including the finalized park and tree/bench location as determined with the Park Planning Department.
3. Verbiage for the commemorative plaque is not required at the time application is submitted but may delay the installation. Commemorative plaques are ordered after the donor approves final proof. Lead time for production on plaque is 10-12 weeks after final proof approval.
4. Upon completion of installation a certificate of appreciation, a location map, and thank you letter from the Wheaton Park District will be mailed. Requests for notification to be present during installation cannot be accommodated as installation date & times are not predetermined.



Wheaton Park District
 192 E. Wesley Street
 Wheaton, Illinois 60187
 PH 630 653 5129
 FX 630 665 5880
wheatonparkdistrict.com
 updated 1/1/22

Tree & Bench Commemorative Program

Celebrate a special occasion, honor someone you hold dear or remember a loved one by donating a tree or bench.

Wheaton Park District



PARK BENCH - \$2,500 (includes commemorative plaque & installation)

- The Park Planner will assist you in selecting a park and location or you may choose to commemorate an existing bench if one is available.
- The commemorative bench style and final location will be chosen by the Planning Department based on the Wheaton Park District Master plan, at the discretion of the Planning Department.
- Benches typically require a 10–12 week lead time and are only installed between June and November due to weather and programming limitations.

TREE - \$1,000 (includes commemorative plaque & installation)

- A tree may be selected from a variety of species from the list provided.
- The Park Planner will assist you in selecting a tree, park and location or you may choose to commemorate an existing tree if available. The final location of a tree will be based on the Wheaton Park District Master plan, at the discretion of the Planning Department.



Shade Trees

These trees provide large canopies, lose their leaves in fall, and usually grow to more than 50 feet. Many have a beautiful fall color, indicated in parentheses. These nursery quality trees have a 2.5-3" trunk diameter. *Indicates Spring planting only.

- Ohio Buckeye – *Aesculus glabra* (yellow/orange) native
- Hybrid Elm – (yellow) native
- Ginkgo – *Ginkgo biloba* (yellow)
- Kentucky Coffee Tree – *Gymnocladus dioica* (yellow) native
- Littleleaf Linden – *Tilia cordata* (yellow)
- Bur Oak – *Quercus macrocarpa* (yellow/purple) native*
- Chinkapin Oak – *Quercus muehlenbergii* (russet) native*
- Northern Red Oak – *Quercus rubra* (russet) native*
- Bicolor Oak – *Quercus bicolor* (yellow) native*
- Tulip Tree – *Liriodendron tulipifera* (yellow) native*
- London Plane Tree – *Platanus x acerifolia* (yellow) *



Evergreen Trees

These trees have needle-like leaves that remain on most species year round. They are pyramidal in shape and grow to more than 50 feet. A 5-7-foot-tall tree is initially planted. *Indicates Spring planting only.

- Bald Cypress – *Taxodium distichum* (russet) drops its needles, native*
- Douglas Fir – *Pseudotsuga menziesii*
- White Fir – *Abies concolor*
- Black Hills Spruce – *Picea glauca var. densata*
- Norway Spruce – *Picea abies*

Location

Due to the popularity of this program, several parks are no longer available for additional trees or benches. These include:

- American Legion (benches only available)
- Arrowhead Golf Club
- Briar Knoll Park
- Coskey Zoo
- Hillside Tot Lot
- Hurley Gardens (existing trees available)
- Memorial Park
- Prairie Path Park
- Rathje Park
- Seven Gabkes around pond (other areas are available)
- Sunnyside Park (benches only available)

The Park District plants trees in spring (March 1 order deadline) and fall (September 1 order deadline) depending upon the appropriate planting season for the species selected. Commemorative plaques will be installed between June and November due to weather and programming limitations.

Replacement Guarantee

Park district staff will assist in selecting the right tree for the location and will provide a full guarantee for one year. Replacement beyond one year may be approved in circumstances such as: inability for tree to become established, stress due to extreme weather damage, disease/pest or district plans that affect the location. Donors may be requested to provide direct cost for replacement of the tree/bench and plaque. Labor fees will be waived. Trees and benches will not be replaced after 10 years.

If the district or original donor chooses not to replace the tree, plaques will be provided to the donor or their designate.

APPLICATION

Commemorative Honoree Name: _____

Donor Contact Information (your info) print clearly:

Name: _____

Address: _____

City/State/Zip: _____

Phone: _____

Email: _____

Letter & Certificate will be issued to (if other than donor):

Name: _____

Address: _____

City/State/Zip: _____

☐ Bench (\$2,500) ☐ Tree (\$1,000)

Visa/Mastercard, Cash & Check accepted.

Checks made payable to the Wheaton Park District.

Preferred Tree Species: _____

Preferred Park Location: _____

Preferred Location in Park: _____

Please return application to:

Wheaton Park District
Attn: Planning Department
1000 Manchester Road
Wheaton, Illinois 60187

_____ Office Use Only _____

Date Paid: _____

Tree Species (approved by planner): _____

Tree: ☐ New ☐ Existing

Bench: ☐ New ☐ Existing

Park Location (approved by planner): _____

Location # in Park (approved by planner): _____