

*Bringing People and Nature Together*

# Forest Preserve District

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## OF WILL COUNTY

SUZANNE HART, President

RAGAN FREITAG, Vice President

JUDY OGALLA, Secretary

17540 W. Laraway Road / Joliet, IL 60433

815.727.8700 / fax 815.722.3608

March 30, 2016

Village of Homer Glen  
14933 S Founders Crossing  
Homer Glen, IL 60491  
Mr. Michael Salamowicz

Greetings Mr. Salamowicz,

Enclosed are the following executed and recorded agreements:

- Intergovernmental Agreement No. 16-01
- Public Utility License Agreement No. 16-18

If there are any questions, feel free to contact me.

Thank you,

Michelle Blackburn  
Real Estate Manager

R2016018461

KAREN A. STUKEL  
WILL COUNTY RECORDER  
RECORDED ON  
03/14/2016 1:29:32 PM  
REC FEE: 40.75  
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Intergovernmental Agreement 16-01  
between the  
Forest Preserve District of Will County  
and the  
Village of Homer Glen

**Prepared by and Mail Back to:**  
Forest Preserve District of Will County  
Attn: Real Estate Manager  
17540 W. Laraway Road  
Joliet, IL 60433





## EXHIBIT B

### INTERGOVERNMENTAL AGREEMENT NO. 16-01 BETWEEN THE FOREST PRESERVE DISTRICT OF WILL COUNTY AND THE VILLAGE OF HOMER GLEN

This Agreement is made this 10<sup>th</sup> day of March, 2016 by and between the Forest Preserve District of Will County (hereinafter the "DISTRICT") and the Village of Homer Glen (hereinafter the "VILLAGE").

#### WITNESSETH:

WHEREAS, the DISTRICT is a body corporate and politic and a unit of local government within the State of Illinois; and

WHEREAS, the VILLAGE is a municipal corporation and a unit of local government within the State of Illinois; and

WHEREAS, the DISTRICT owns Fiddymont Creek Preserve located in Homer Township as shown on Attachment 1 (hereinafter the "Subject Property"); and

WHEREAS, the VILLAGE requires a utility license within the Subject Property in order to install and maintain four (4) municipal fire hydrants and necessary appurtenances; and

WHEREAS, the parties recognize that the installation of the four (four) municipal fire hydrants is a desirable public improvement; and

WHEREAS, the DISTRICT agrees to grant a Public Utility License to the VILLAGE for the installation of four (4) municipal fire hydrants and necessary appurtenances on the Subject Property.

WHEREAS, the parties recognize that public improvement of the installation of a multi-use trail, south of the Subject Property, is a benefit for the community; and

THEREFORE, the VILLAGE will cost share with the Illinois Department of Transportation (IDOT) to construct the multi-use trail to the specifications of the DISTRICT and will be responsible for future maintenance of said multi-use trail; and

WHEREAS, intergovernmental agreements between units of local government are authorized by the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et. seq.* and Section 10, Article VII of the 1970 Illinois Constitution; and

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

1. Incorporation of Preambles. The recitals contained in the Preamble hereto are material and are hereby incorporated as part of this Agreement. The parties shall fully cooperate with each other in carrying out the terms of this Agreement. All parties represent that they have full authority to enter into this Agreement pursuant to law.

IA 16-01

2. License. Following approval of Ordinance No. 482 by the Board of Commissioners of the DISTRICT, the parties shall execute Public Utility License No. 16-17, a copy of which is attached hereto and incorporated herein as Attachment 2.

3. Consideration for Public Utility License No. 16-17. The DISTRICT's license fee for the area encompassing the Public Utility License as described in this Agreement is fifty-two thousand one hundred and forty dollars (\$52,140.00), based on the current License Fee Schedule of the DISTRICT. In exchange for a fee waiver from the DISTRICT, the VILLAGE shall share with IDOT the costs for the construction of the multi-use trail, provide all future trail maintenance, and waive future municipal water and/or sewer tap on fees for the DISTRICT's properties, buildings and facilities located on the property known as Fiddymont Creek Preserve to a VILLAGE municipal sewer and water system as set forth in the Annexation and Development Agreement Between the Forest Preserve District of Will County and the Village of Homer Glen, approved by Ordinance No. 341B.

4. Miscellaneous.

A. Governing Law. The laws, cases and statutes of the State of Illinois shall govern the validity, performance and enforcement of this Agreement.

B. Notices. All notices or other writings which any party hereto is required or permitted to give in connection with this Agreement shall be in writing and shall be served by personal delivery, which service shall be effective as of the date of such delivery, or mailed by registered or certified mail, return receipt requested, with proper postage prepaid, which service shall be effective two (2) business days after the date of such mailing, and addressed as follows or to such other person or address as either party may designate from time to time by written notice given to the other party pursuant hereto:

If to VILLAGE: Village of Homer Glen  
14933 S. Founders Crossing  
Homer Glen, Illinois 60491

with a copy to: Eric Hanson  
Mahoney, Silverman & Cross, LLC  
822 Infantry Drive, Suite 100  
Joliet, IL 60435

If to DISTRICT: Forest Preserve District of Will County  
Attn: Real Estate Manager  
17540 W. Laraway Road  
Joliet, IL 60433

with a copy to: Bryan Kopman  
Kavanagh, Grumley & Gorbold LLC  
111 N. Ottawa  
Joliet, IL 60432

C. Severability. If any provisions of this Agreement are held to be invalid, such provisions shall be deemed to be excised therefrom, and the invalidity thereof shall not affect any of the other provisions contained herein, which provisions shall be enforceable to the fullest extent possible.

D. Amendments. The parties agree that this Agreement and all Exhibits attached hereto may be amended only by the mutual consent of the parties by means of the same procedures used to adopt this Agreement and authorize its execution in the first instance. All amendments hereto shall be in writing, signed by all parties.

E. Headings. The headings of the paragraphs of this Agreement are for convenience and reference only and do not form a part hereof and do not modify, interpret or construe the understandings of the parties hereto.

F. Counterparts. This Agreement may be signed upon any number of counterparts with the same effect as if the signatures to each were upon the same Agreement.

G. Originals. This Agreement may be reproduced by means of carbons, photocopy process or otherwise. Each such reproduction, if manually executed by the parties, shall for all purposes be deemed, and the same is hereby declared, to be a duplicate original of this Agreement.

H. Singular and Plural. Terms used in this Agreement shall be read in the singular or the plural as may be appropriate to the context in which they are used.

I. Waiver. No waiver by either party of any breach of any term or condition hereof shall be deemed a waiver of the same or any subsequent breach of the same or any other term or condition hereof. No term or condition of this Agreement shall be deemed waived by either party unless waived in writing.

J. Entire Agreement. Except as hereinafter expressly provided, this Agreement supersedes all prior agreements, negotiations and representations and is a full integration of the entire Agreement of the parties.

K. Indemnification. The VILLAGE agrees to indemnify and hold harmless the DISTRICT from and against all claims, demands, actions, or suits in law or in equity (including costs and expenses such as reasonable attorney's fees and expert witness fees incident thereto) for, or on account of, injury, damage or loss to the person or property of others caused by the VILLAGE or its officers, officials, employees, agents, contractors, subcontractors and invitees within or on DISTRICT property while constructing, maintaining, operating, repairing, removing, restoring, or that may be caused otherwise by the VILLAGE in its exercise of the rights granted by a Public Utility License Agreement between VILLAGE and DISTRICT and hereunder. Additionally, VILLAGE agrees to indemnify and hold harmless the DISTRICT from and against all claims, demands, actions, or suits in law or in equity or pursuant to statute (including costs and expenses such as reasonable attorney's fees and expert witness fees incident thereto) for, or on account of, any mechanic's lien or claim against DISTRICT property or DISTRICT funds brought by, on behalf of, or through VILLAGE or its officers, officials, employees, agents, contractors, subcontractors and invitees as a result of constructing, maintaining, operating, repairing, removing, restoring, or any other activity otherwise done at the

request, direction, or instruction of VILLAGE in its exercise of the rights granted in the Public Utility License Agreement or hereunder.

L. Remedies.

(i) The parties may, at law or in equity, by suit, action, mandamus, specific performance or other proceeding, enforce or compel the performance of this Agreement, with the prevailing party being entitled to all costs and expenses, including reasonable attorney's fees. No action taken by either party hereto pursuant to the provisions of this section or pursuant to the provisions of any other section of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to either party at law or in equity.

(ii) In the event of any breach of or default under this Agreement, the parties shall give prompt written notice of such alleged breach or default and the party receiving such notice shall have thirty (30) days after receipt of such notice to cure such alleged breach or default, prior to the seeking of any remedy provided for herein, provided, however, that said thirty (30) day period shall be reasonably extended if the defaulting party has initiated the cure of said breach of default and is diligently proceeding therewith.

(iii) This Intergovernmental Agreement shall remain in full force and effect regardless of a breach or default by any party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed all as of the day and year first above written.

VILLAGE OF HOMER GLEN

By: \_\_\_\_\_  
Mayor

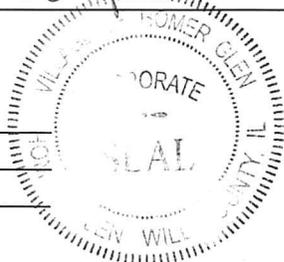
ATTEST:

\_\_\_\_\_  
Village Clerk

Aye: \_\_\_\_\_

Nay: \_\_\_\_\_

Abstain: \_\_\_\_\_



FOREST PRESERVE DISTRICT OF  
WILL COUNTY

By: \_\_\_\_\_  
Suzanne Hart, President

Board of Commissioners

ATTEST:

\_\_\_\_\_  
Judy Ogalla, Secretary  
Board of Commissioners

**ATTACHMENT 1**  
**Village of Homer Glen**  
**Intergovernmental Agreement 16-01**  
**Fiddymment Creek Preserve**

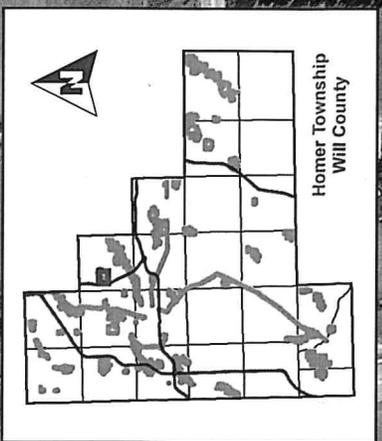
**Fiddymment Creek Preserve**

**Fiddymment Creek Preserve**

**Gongar Road**

**159th Street**

- Fiddymment Creek Preserve
- License Area



R2016018460

KAREN A. STUKEL  
WILL COUNTY RECORDER  
RECORDED ON  
03/14/2016 1:29:31 PM  
REC FEE: 42.75  
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## PUBLIC UTILITY LICENSE AGREEMENT

LICENSE NO. 16-18  
ORDINANCE NO. 482  
TRACT NO. 499

Village of Homer Glen  
Fiddymment Creek Preserve

This Agreement made and entered into this March 10, 2016 by Board approval, Ordinance No. 482, and by signature of both parties, by and between the Forest Preserve District of Will County ("LICENSOR") a body corporate and politic, with principal offices at 17540 West Laraway Road, Joliet, Illinois 60433, and Village of Homer Glen ("LICENSEE") at 14933 S. Founders Crossing, Homer Glen, Illinois, 60491.

WHEREAS, the LICENSOR is the owner of property known as Tract No. 499, Fiddymment Creek Preserve ("Preserve"), with Parcel Identification Number 05-17-300-016-0000 and 05-17-300-017-0000 and is authorized by State Statute (70 ILCS 805/6) to grant licenses "for the construction, operation and maintenance upon, under or across any property of such District of facilities for water, sewage, telephone, telegraph, electric, gas or other public service, subject to such terms and conditions as may be determined by such District." LICENSOR's Ordinances and Policies allow the granting of utility, transportation, and ingress/egress licenses which do not contradict its mandate, ordinances, or policies, and which provide a public benefit; and

WHEREAS, the LICENSEE requires a license from the LICENSOR for the purposes of installation and maintenance of four (4) municipal fire hydrants and necessary appurtenances in Homer Township, Will County, Illinois, and

WHEREAS, the LICENSOR is willing to grant such license upon the terms and conditions set forth as follows.

1. The LICENSOR hereby grants to the LICENSEE a renewable, non-exclusive license for a term of ninety nine (99) years, commencing March 10, 2016 ("Commencement Date") and terminating March 10, 2115 ("Termination Date") for the purpose of installation and maintenance of four (4) municipal fire hydrants and necessary appurtenances and legally described on the attached Plat of License Exhibit A-1 and A-2, identified as License Area with a square footage of 74,052 square feet. The License Area is granted subject to the following terms and conditions:

2. The LICENSEE shall be responsible for the submission of the license fee of \$1.00 for the License Area and to be paid by March 31, 2016. The receipt of said license fee is hereby acknowledged.



## License #16-18

3. It is understood and agreed to by the parties through this License Agreement and the associated intergovernmental Agreement No. 16-01 that the LICENSEE shall cost share with the Illinois Department of Transportation (“IDOT”) the costs for the construction of the multi-use trail, provide all future trail maintenance, and waive future municipal water and/or sewer tap on fees for LICENSOR’S properties, buildings and facilities located on the property known as Fiddymet Creek Preserve (“Preserve”), to a LICENSEE municipal sewer and water system.

4. It is understood and agreed to by the parties that the LICENSEE shall install and be responsible for the safe and efficient provision of four (4) municipal fire hydrants and necessary appurtenances as per the “Plans for: Proposed Watermain Extension F.A.P. 351 – IL Route 7 (159<sup>th</sup> Street) Gouger Rd. to Cedar Rd.” construction documents with a plat date of January 4, 2016. For this reason, upon expiration of this License, the parties will make every effort to renegotiate this License according to the policies of the LICENSOR and under reasonable terms and conditions. If LICENSEE desires to renew this License, the LICENSEE shall contact the LICENSOR no less than One Hundred Twenty (120) days prior to the termination date of this License.

Should the License not be renewed, the LICENSEE will peaceably quit and surrender the License Area to the LICENSOR and will (except as otherwise instructed in writing by the LICENSOR), at LICENSEE’s sole cost and expense, remove all the LICENSEE’s installations, improvements, etc., and will restore the License Area to substantially the same condition as the adjoining Preserve area and to the reasonable satisfaction of the LICENSOR. Removal and restoration shall be completed by the LICENSEE within One Hundred twenty (120) days of the termination of this License, unless otherwise authorized by the LICENSOR in writing. This section shall survive the termination of this License.

5. The LICENSEE shall assume all risks and liabilities for damages, injuries, or loss to either property or persons which may be incurred by the LICENSEE or its officers, officials, employees, agents, contractors, subcontractors and invitees within the License Area.

6. This non-exclusive License as herein granted may be used by the LICENSEE solely for the purpose of installing and maintaining four (4) municipal fire hydrants and necessary appurtenances within the License Area. The LICENSEE does not have the right to license or otherwise grant or assign rights in, on, under, or across the License Area to other parties.

7. The LICENSEE shall at all times conduct its activities within the License Area in such a manner as not to interfere with or otherwise impede the LICENSOR’s use, management, and development of the Preserve.

8. The LICENSEE agrees to indemnify and hold harmless the LICENSOR, its officers, officials, commissioners, directors, agents and employees from and against all claims, demands, actions, or suits in law or in equity (including costs and expenses such as reasonable attorney’s fees and expert witness fees incident thereto) for, or on account of, injury, damage or

## License #16-18

loss to the person or property of others caused or allegedly caused by the LICENSEE or its officers, officials, directors, employees, agents, contractors, subcontractors, and invitees within or on District property (not limited to the License Area) while constructing, maintaining, operating, repairing, removing, restoring, or otherwise done at the request, direction, or instruction of or for the LICENSEE in its exercise of the rights granted herein. Additionally, LICENSEE agrees to indemnify and hold harmless the LICENSOR, its officers, officials, directors, commissioners agents and employees from and against all claims, demands, actions, or suits in law or in equity or pursuant to statute (including costs and expenses such as reasonable attorney's fees and expert witness fees incident thereto) for, or on account of, any mechanic's lien or claim against LICENSOR's property or LICENSOR's funds brought by, on behalf of, or through LICENSEE or its agents, contractors, subcontractors, and any of their employees, agents, subcontractors and invitees as a result of constructing, maintaining, operating, repairing, removing, restoring, or any other activity otherwise done at the request, direction, or instruction of or for LICENSEE in its exercise of the rights granted herein.

9. Special Use Permits shall be secured from the LICENSOR by the LICENSEE's contractors at no cost prior to work within the License Area. Except in emergencies, the LICENSEE shall provide the LICENSOR with any request involving the need to remove any tree in excess of four (4) inches diameter at four (4) feet above ground level at least three (3) business days prior to any excavation or vegetation removal conducted in connection with the construction, maintenance, operation, inspection, repair, removal, or restoration within the License Area. Advance notice shall be sent by electronic transmission or by registered mail to the Real Estate Manager of the LICENSOR at 17540 W Laraway Road, Joliet, IL 60433.

10. Except in emergencies, the LICENSOR shall provide the LICENSEE with forty-eight (48) hours advance notice prior to any action within the License Area which may negatively impact the LICENSEE's rights granted herein.

11. The provisions of any of the LICENSOR's currently existing agreements, and all rights, powers, privileges, duties, obligation, and liabilities created thereby, remain in full force and effect, and are not affected hereby except to the extent and in the manner set forth herein.

12. Should damage to the Preserve or to any fixture or to any tree in excess of four (4) inches diameter (when measured four (4) feet above ground level) on LICENSOR's property occur due to LICENSEE's construction, operation, installation, repair, removal, or maintenance of the four (4) municipal fire hydrants and necessary appurtenances, the LICENSEE shall restore the Preserve or LICENSOR's property to the reasonable satisfaction of the LICENSOR upon completion of construction, installation, operation, maintenance, repair, removal, or other activities.

13. The LICENSEE is responsible for procuring all necessary Federal, State, County, and municipal permits, variances, signoffs, etc., required to construct, install, operate, remove repair, or maintain the fixtures, appliances, etc., for the purpose of this License. Should the LICENSEE perform any grading, leveling, digging or excavation on the License Area, the

## License #16-18

LICENSEE shall comply with all notice requirements of J.U.L.I.E. The LICENSEE shall provide copies of all applications, baseline information, natural and cultural resource data reports, Environmental Impact Statements, and Environmental Assessment Reports required by the permitting agencies for the LICENSOR's review and comment. Proof of permits and signoffs will be required prior to excavation, earthwork or clearing.

### 14. Special Conditions

- A. The LICENSEE shall apply for and obtain a Special Use Permit from LICENSOR at no cost prior to any work being performed on LICENSOR's Property and/or the License Area.
- B. LICENSEE shall provide LICENSOR with photos of the existing conditions in and around the area of impact at the License Area and the Temporary Construction Area prior to the start of construction.
- C. LICENSEE shall perform all work per District approved construction plans dated January 4, 2016 as well as those Addendums to the construction plans approved by the LICENSOR.
- D. LICENSEE shall complete all work within the License Area per approved construction plans no later than March 31, 2017.
- G. LICENSEE shall insure that construction warning signs, fences, and erosion control measures are installed prior to any work being performed within the License Area.
- H. LICENSEE shall provide for the restoration of any vegetation, drainage tiles or damage to topography due to LICENSEE's work or actions within the License Area per the District approved Construction plans and/or Special Use Permits issued by the LICENSOR.
- I. After the initial installation of the four (4) municipal fire hydrants and necessary appurtenances within the License Area, LICENSEE understands that any additional work within the License Area will require the issuance of a Special Use Permit by the LICENSOR, which shall be issued at no cost.

15. This Agreement and the covenants contained herein shall extend to, and be binding upon the successors and assigns of the parties hereto. Failure to comply with any of the conditions of this Agreement shall make it null and void and require removal of all LICENSEE's installations, improvements, etc., and restoration by the LICENSEE of the License Area to the same condition as the adjoining Preserve area and to the reasonable satisfaction of LICENSOR.

IN WITNESS WHEREOF, the parties have executed this instrument the day and year first referenced above.

**LICENSEE:**  
**Village of Homer Glen**

**LICENSOR:**  
**Forest Preserve District of  
Will County**

Representative: George Yukich  
Title: Mayor  
Representing: \_\_\_\_\_

Representative: Suzanne Hart  
Title: President, Board of Commissioners  
Representing: Forest Preserve District of  
Will County

Signature: [Handwritten Signature]  
Date: 3/2/16

Signature: [Handwritten Signature]  
Date: 3-10-16

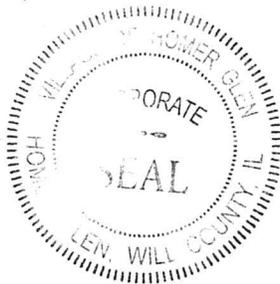
Witnessed by: Anna Holtz  
Title: Village Clerk

Witnessed by: Judy Ogalla  
Title: Secretary, Board of Commissioners

Signature: [Handwritten Signature]  
Date: 3/2/16

Signature: [Handwritten Signature]  
Date: 3-10-16

Aye: \_\_\_\_\_  
Nay: \_\_\_\_\_  
Abstain: \_\_\_\_\_



**Notarization:**

State of Illinois )  
 ) ss.  
County of Will )

I, the undersigned, a Notary Public in, and for said County, in the State aforesaid, DO HEREBY CERTIFY that George Yukich and Ann Holtz, personally known to me to be the Mayor and Village Clerk, respectively, of the **Village of Homer Glen**, Illinois and to be the same persons whose names are subscribed to the foregoing instrument as such

Mayor and Village Clerk, respectively, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said entity for the uses and purposes therein set forth; and on their respective oaths stated that they were duly authorized to execute said instrument, and that the seal affixed thereto is the seal of said entity.

Witness my hand and official seal, this 2nd day of March, 2016 at Homer Glen, IL

Gina Spino  
Notary Public in and for said County  
My Commission Expires: 6/16/19



**Notarization:**

State of Illinois )  
 ) ss.  
County of Will )

I, the undersigned, a Notary Public in, and for said County, in the State aforesaid, DO HEREBY CERTIFY that Suzanne Hart and Judy Ogalla, personally known to me to be the President and Secretary, respectively, of the **Forest Preserve District of Will County Board of Commissioners**, and to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said entity for the uses and purposes therein set forth; and on their respective oaths stated that they were duly authorized to executed said instrument, and that the seal affixed thereto is the seal of said entity.

Witness my hand and official seal, this 10<sup>th</sup> day of March, 2016 at Joliet, IL 9:30 A.M.



Lori A. Green  
Notary Public in and for said County

My Commission Expires: 1-28-18

After recording, return a copy of the recorded License to the:

Real Estate Manager  
Forest Preserve District of Will County  
17540 West Laraway Road  
Joliet, Illinois 60433



# EXHIBIT A-2

## LEGAL DESCRIPTION

That part of the East Half of the East Half of the Southwest Quarter of Section 17 and part of the West Half of the Southeast Quarter of the Southwest Quarter of Section 17, Township 36 North, Range 11 East of the Third Principal Meridian, described as follows:

Beginning at the southeast corner of said Southwest Quarter; thence South 87 degrees 58 minutes 21 seconds West, (bearings based on Illinois State Plane Coordinates System, NAD83, East Zone), along the south line of the Southeast Quarter of said Southwest Quarter, 1318.12 feet to the southwest corner thereof; thence North 01 degrees 45 minutes 05 seconds West, 68.17 feet to a point on the easterly extension of the northerly line of land taken by the Illinois State Toll Highway Authority per the agreed judgment order recorded as document number R99-056052; thence North 87 degrees 57 minutes 26 seconds East, along said easterly extension, 40.00 feet; thence South 02 degrees 02 minutes 30 seconds East, 16.30 feet to a point on a line 65.00 feet north and parallel with the centerline of 159<sup>th</sup> Street as dedicated by document number 459578; thence North 87 degrees 57 minutes 30 seconds East, along said parallel line, 150.00 feet; thence North 72 degrees 50 minutes 56 seconds East, 103.58 feet to a point on a line 92.00 feet north and parallel with said centerline of 159<sup>th</sup> Street; thence North 87 degrees 57 minutes 30 seconds East, along said parallel line, 6.00 feet; thence North 02 degrees 02 minutes 30 seconds West, perpendicular to the last course, 21.00 feet to a point on a line 113.00 feet north and parallel with said centerline of 159<sup>th</sup> Street; thence North 87 degrees 57 minutes 30 seconds East, along said parallel line, 50.00 feet; thence South 02 degrees 02 minutes 30 seconds East, perpendicular to the last course, 21.00 feet to a point on a line 92.00 feet north and parallel with said centerline of 159<sup>th</sup> Street; thence North 87 degrees 57 minutes 30 seconds East, along said parallel line, 44.00 feet; thence South 76 degrees 55 minutes 55 seconds East, 103.58 feet to a point on a line 65.00 feet north and parallel with said centerline of 159<sup>th</sup> Street; thence North 87 degrees 57 minutes 30 seconds East, along said parallel line, 500.00 feet; thence South 02 degrees 02 minutes 30 seconds East, perpendicular to the last course, 5.00 feet to a point on a line 60.00 feet north and parallel with said centerline of 159<sup>th</sup> Street; thence North 87 degrees 57 minutes 30 seconds East, along said parallel line, 327.97 feet to a point on the east line of said Southwest Quarter; thence South 01 degrees 48 minutes 12 seconds East, along said east line, 47.20 feet to the Point of Beginning, situated in the County of Will, and the State of Illinois.

Said Parcel Containing 1.700 acres, of which 1.121 acres, more or less, have been previously dedicated.