



to play a role in legislative public policy issues that the Plaintiffs have chosen to make political.<sup>1</sup> Based on the undisputed facts and applicable law, as outlined below, combined with the Plaintiffs' clear misrepresentation of the matter to this Court and the sheer lunacy of their pleadings, the Road District Defendants are entitled to summary judgment in their favor on all counts.

## **II. STATEMENT OF UNDISPUTED MATERIAL FACTS**

### **A. Organization of the Road District.**

1. The Road District is an Illinois municipal corporation organized under the laws of the State of Illinois. *Affidavit of Mike De Vivo* ("DeVivo Affidavit"), ¶2 (attached hereto as **Exhibit 1** and made a part hereof); 605 ILCS 5/6-107; 605 ILCS 5/6-106; 605 ILCS 5/6-102; and *Board of Directors for Leveeing Wabash River v. Houston*, 71 Ill. 318, 322 (1874).

2. Mr. DeVivo is the duly elected Highway Commissioner for the Road District. *DeVivo Affidavit* at ¶1; *see also* Plaintiffs' Complaint at ¶21 (attached hereto as **Exhibit 2** and made a part hereof); Road District Defendants' Answer at ¶21 (attached hereto as **Exhibit 3** and made a party hereof).

3. The Road District's boundaries match those of Homer Township, however, the Road District is a separate and distinct municipal corporation and unit of local government from Homer Township. *DeVivo Affidavit* at ¶¶3, 7.

4. The Highway Commissioner is responsible for managing the Road District, including all real and personal property owned by the Road District, and maintaining the roadways within the jurisdiction of the Road District. *Id.* at ¶4.

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<sup>1</sup> The instant lawsuit is not the Township's first attack on the Road District Defendants regarding these matters. The Township tried, and failed, to take over the Road District through a referendum it placed on the November of 2020 ballot to abolish the Road District and seize its authority and property for itself. This referendum appeared on the ballot because of a vote of the Township Board, which includes plaintiffs Pamela Meyers, Tom Fijan, Ed Kalas and George Offord. The referendum failed and the Township Board's effort to try to control the Road District continues in the instant action before the Court, which was filed after the referendum failed.

5. There are approximately one hundred fifty-three (153) miles of roads and streets within the Road District. *DeVivo Affidavit* at ¶9.

6. Of those hundred fifty-three (153) miles, approximately one hundred thirty-five (135) miles of roads and streets are within the municipal boundaries of the Village of Homer Glen (the “Village Roads”) and are therefore under the jurisdiction of the Village not the Road District. *Id.* at ¶10.

**B. Funding of the Road District.**

7. The Road District is funded both by local real estate taxes and State motor fuel taxes. *DeVivo Affidavit* at ¶5.

8. Local real estate taxes for the Road District are levied upon all real property within the boundaries of the Road District. *Id.* at ¶6.

9. Road District taxes are separate and apart from any taxes levied by Homer Township, or any other taxing body, as the Road District is a separate and distinct taxing body. *Id.* at ¶8.

10. Per Illinois law, all Road District Road and Bridge taxes levied for property within a municipality, such as the Village of Homer Glen, are divided equally at collection, with half going to the Road District, and half going to the municipality. *Id.* at ¶14; 605 ILCS 5/6-507.

11. All tax revenues received by the Road District are used to maintain the roads within the Road District, including the purchase of real and personal property required to do so. *DeVivo Affidavit* at ¶18.

12. All real and personal property owned by the Road District was purchased with tax revenues received by the Road District, not Homer Township, either directly or from the Village of Homer Glen. *Id.* at ¶19.

13. The Road District, as a separate and distinct municipal corporation from the Township and the Village, has the ability to own real and personal property, including but not limited to the equipment purchased with Road District tax revenues. 605 ILCS 5/6-107.

14. The Road District is in fact the owner of numerous parcels of real property. *See* Will County Assessor Records for PINS 18-05-009-400-033, 038, and 039, attached hereto as **Exhibit 4** and made a part hereof.

15. In fact, numerous parties, including the Township itself, have in the past transferred property via warranty deed to be held in the name of the Road District a/k/a the Highway Department. *See* Warranty Deeds attached hereto as **Exhibit 5** and made a part hereof.

#### **C. Original Intergovernmental Agreement with the Village.**

16. Since March 20, 2003, the Road District has been maintaining the Village Roads pursuant to an Intergovernmental Agreement between the Road District and the Village of Homer Glen. *DeVivo Affidavit* at ¶11. A true and accurate copy of the 2003 Intergovernmental is attached hereto as **Exhibit 1-A** (the “Intergovernmental Agreement”).

17. The Intergovernmental Agreement authorizes the Road District to manage maintenance of the Village Roads in the same manner as the Road District did prior to the incorporation of Homer Glen, when the Road District had jurisdiction over the Village Roads as well. *DeVivo Affidavit* at ¶13.

18. Pursuant to the Intergovernmental Agreement, the Village of Homer Glen forwards its half of the Road District Road and Bridge taxes back to the Road District, along with additional amounts provided for pursuant to the Intergovernmental Agreement, to pay for the Road District’s costs to maintain the Village Roads, including the purchase of equipment. *Id.* at ¶15.

19. Regardless, the entire amount of the Road District taxes, whether paid to the Village of Homer Glen (and then forwarded to the Road District), or directly to the Road District, are levied against properties within the Road District's jurisdiction and the Village of Homer Glen's jurisdiction. *DeVivo Affidavit* at ¶16.

20. In other words, a property owner in the Village of Homer Glen pays the full amount of the Road District tax levied against its property, all of that tax goes to the Road District to pay for maintenance of roadways within the Road District, including those within the Village of Homer Glen. *Id.* at ¶17.

21. As such, the residents of the Village of Homer Glen, through their property taxes, have contributed to the Road District's expenses incurred to purchase and maintain all personal and real property owned by the Road District. *Id.* at ¶20.

**D. Amended Intergovernmental Agreement With The Village.**

22. For some time, the Road District and the Village of Homer Glen have discussed transferring the maintenance responsibilities of the Village Roads back to the Village, given that over eighty-eight percent (88%) of the roadways within the Road District are within the jurisdiction of the Village of Homer Glen.<sup>2</sup> *DeVivo Affidavit* at ¶21.

23. Should the Village of Homer Glen take over maintenance of the Village Roads, a vast majority of the real and personal property owned by the Road District would no longer be necessary for operations of the Road District. *Id.* at ¶22.

24. In this light, on December 9, 2020, the Road District and the Village entered into an Amended and Restated Intergovernmental Agreement (the "Amended Intergovernmental

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<sup>2</sup> One hundred thirty-five (135) miles of Village Roads is 88.26% of the one hundred fifty-three (153) total miles of roads within the Road District.

Agreement”). *Id.* at ¶23; *see also* a true and accurate copy of the Amended Intergovernmental Agreement is attached hereto as **Exhibit 1-B**.

25. Pursuant to the Amended Intergovernmental Agreement, the Road District will be responsible for approximately eighteen (18) miles of roadway outside of the Village of Homer Glen but within the Road District, and the Village will take over responsibility for maintenance of the one hundred thirty-five (135) miles of Village Roads. *DeVivo Affidavit* at ¶24; Exhibit 1-B at Section 4(B).

26. Given the reduction in the amount of roadways for which the Road District would be responsible by over eighty-eight percent (88%), certain of the real and personal property acquired by the Road District and paid for in part by the tax payers of the Village of Homer Glen will become surplus, idle and no longer needed for the Road District to perform its functions. *Id.* at ¶25; Exhibit 1-B at Sections 7(B) and 7(C).

27. Therefore, pursuant to the Amended Intergovernmental Agreement and the reduction in services to be provided by the Road District, the Road District will transfer the surplus and idle real and personal property to the Village of Homer Glen pursuant to applicable law, which was paid for in part by the tax payers of the Village of Homer Glen. *Id.* at ¶26; Exhibit 1-B at Sections 7(B) and 7(C).

28. This transfer of real and personal property is set to occur by March 31, 2021. *Id.* at ¶27; Exhibit 1-B at Section 4(B).

#### **E. Road District Operations Under the Amended Intergovernmental Agreement.**

29. With the Village taking over maintenance of the Village Roads, and the personal and real property of the Road District no longer being needed to maintain the Village Roads, and given that Village of Homer Glen tax payers have paid for this personal and real property in part through property taxes in the past, the transfer of such personal and real property pursuant to the

Amended Intergovernmental Agreement to the Village of Homer Glen is a fair and equitable solution. *DeVivo Affidavit* at ¶28; Exhibit 1-B.

30. Per the Amended Intergovernmental Agreement, the Road District will be retaining sufficient personal and real property in order to continue to maintain the approximately eighteen (18) miles of roadways that will remain within its jurisdiction and responsibility. *Id.* at ¶29; Exhibit 1-B.

31. The Road District's tax levy will also significantly decrease after the transfer of responsibility for maintaining the Village Roads, as the Road District will only need to levy an amount necessary to maintain eighteen (18) miles of roadways under the Amended Intergovernmental Agreement, rather than the full one hundred fifty-three (153) miles of roadways it has been levying for in the past under the Intergovernmental Agreement, thereby benefiting all property located within the Road District's municipal boundaries, and more specifically benefitting those properties within the Road District located outside the boundaries of the Village of Homer Glen. *Id.* at ¶30; Exhibit 1-B.

### **III. ARGUMENT**

Summary judgment should be granted where all facts, including "pleadings, depositions, admissions and affidavits," if taken in the light most favorable to the non-movant, show that the movant is entitled to relief as a matter of law, and that "no genuine issue of material fact exists." *Siegel v. Village of Wilmette* 324 Ill. App. 3d 903, 907 (1st Dist. 2001) (citing *First of America Trust Co. v. First Illini Bancorp, Inc.*, 289 Ill. App. 3d 276, 283 (3rd Dist. 1997)). Summary judgment should be granted where no reasonable person could conclude differently from the facts presented. *Smith v. Armor Plus Co.*, 248 Ill. App. 3d 831, 839 (2nd Dist. 1993).

In their Complaint, the Plaintiffs contend that the Road District and / or Highway Commissioner lacks the authority to sell or convey personal property to the Village of Homer

Glen (Count I), that the Village of Homer Glen has no jurisdiction over roadways in unincorporated Homer Township (Count II), and that the Road District and / or Highway Commissioner has no legal authority to transfer ownership of personal and real property to the Village (Count III). The Plaintiffs seek declarations from this Court as such, and injunctive relief to prohibit any real or personal property transfer.

For the reasons set forth below, a plain reading of Plaintiffs' Complaint, whether deliberate or not, demonstrates a complete lack of comprehension of the applicable law, and highlights the transparent political nature of the claims themselves. Such a misplaced attempt at halting the legitimate actions of other municipal entities such as the Road District and the Village should be summarily rejected by this Court. Not only is Mr. DeVivo improperly named as a defendant, and not only is there a clear issue with the Plaintiffs' standing to assert these claims, but more importantly the law clearly supports the Road District's and the Highway Commissioner's authority to take the actions contemplated by the Amended Intergovernmental Agreement with the Village. As such, the Road District Defendants are entitled to summary judgment in their favor on all counts.

**A. Mr. DeVivo Is Not A Proper Defendant.**

Mr. DeVivo is the Highway Commissioner of the Road District. Plaintiffs sued Mr. DeVivo in his official Highway Commissioner capacity only. Exhibit 2. The Road District is also a defendant. Because the Road District is a defendant, any judgments against it would necessarily apply to Mr. DeVivo in his official Highway Commissioner capacity. As such, his inclusion as a defendant is improper and Mr. DeVivo should be dismissed as a defendant.

**B. The Plaintiffs Lack Standing.**

Prior to addressing the legal deficiencies in Plaintiffs' Complaint, it is clear that some, if not all, of the Plaintiffs lack standing to pursue these claims. Plaintiffs in this matter include

Homer Township, as well as its elected Supervisor (Pam Meyers), Clerk (Kathleen Kruczek), and numerous residents and taxpayers of Homer Township and the Village of Homer Glen, some of which are also elected Homer Township officials (Trustees George Offord, Ed Kalas, and Tom Fijan, and Township Assessor Karen Szykewski).

Under Illinois law, standing requires only an injury in fact to a legally cognizable interest. *Glazewski v. Coronet Insurance Co.*, 108 Ill.2d 243, 245 (1985). In the context of an action for declaratory relief, there must be an actual controversy between adverse parties, with the party requesting the declaration possessing some personal claim, status, or right which is capable of being affected by the grant of such relief. *Underground Contractors Association v. City of Chicago*, 66 Ill.2d 371, 375–76 (1977).

As outlined further below, the Road District is a municipal corporation, with powers and duties set forth under Illinois law. The Road District is a separate and distinct municipal corporation from Homer Township. Neither Homer Township, nor its elected officials, are parties to, nor beneficiaries of, the Amended Intergovernmental Agreement between the Road District and the Village. As such, Homer Township and its elected officials suing in that capacity have no involvement in the transactions contemplated by the Amended Intergovernmental Agreement, and will suffer no injury or effect, financial or otherwise, from those transactions. Simply put, the Township and its elected officials will go on doing what they do, regardless of what transpires with the Amended Intergovernmental Agreement. As such, there is no controversy between the Road District, the Township and the Township's elected officials therefore have no standing to bring this suit.

As it relates to the private resident Plaintiffs, the issue of taxpayer standing comes into play. Taxpayer standing is a narrow doctrine permitting a taxpayer the ability to challenge the misappropriation of public funds. *Scachitti v. UBS Financial Services*, 215 Ill.2d 484, 494 (2005)

The taxpayer standing doctrine does not permit courts to engage in policy judgments about how revenues or savings should be allocated because such judgments are reserved to elected officials. *Illinois Association of Realtors v. Stermer*, 2014 IL App (4th) 130079 (February 7, 2014). “A plaintiff whose claims rest on his or her standing as a taxpayer must allege [an] equitable ownership of funds depleted by misappropriation and his or her liability to replenish them in the complaint; otherwise, the complaint is ‘fatally defective.’” *Barber v. City of Springfield*, 406 Ill.App.3d 1099, 1102 (4th Dist. 2011)

Here, the taxpayers at issue are not suffering any misappropriation of public funds, but rather are impermissibly attempting to compel this Court to engage in a political policy judgment, a request this Court should summarily dismiss. The Road District and the Village, in accordance with their statutory authority as outlined below, have determined it to be the best public policy to transfer maintenance responsibilities of the Village Roads back to the Village. Doing so will render certain Road District equipment, personal property and real property surplus and idle, and therefore, pursuant to Illinois law, and as a legislative policy determination within their sound discretion, allow for its transfer from the Road District to the Village.<sup>3</sup> The taxpayers will continue to receive the same services they are currently receiving, and will suffer no injury in fact. As such, they lack standing to bring the current claims, and such claims should be dismissed.

**C. The Road District Has Clear Statutory Authority To Transfer Real and Personal Property To The Village.**

Notwithstanding the above referenced issued regarding standing, the crux of Plaintiffs’ claims in Counts I and III related to the Road District’s legal authority to transfer real and

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<sup>3</sup> On October 5, 2020, the Township Board adopted a resolution purporting to declare all the real and personal property of the Road District as “not surplus property” and “essential to maintain.” See Exhibit C to Complaint. This resolution has no legal force or effect, as the Township has no control or discretion over the Road District’s property, that is within the Highway Commissioner purview. See 605 ILCS 5/6-201 to 6-207.

personal property. Plaintiffs contend that the sale of surplus personal property of the Road District can be approved only by the township electors. 60 ILCS 1/30-50. Plaintiffs contend that since no approval of the township electors has occurred, the Road District lacks any authority to transfer property. However, for the reasons outlined below, the Township's attempts to ignore the numerous other mechanisms for property transfer provided by Illinois law should not be accepted by this Court.

At the outset, it is important to note that the statute cited by the Plaintiffs, 60 ILCS 1/30-50, is from Article 30 of the Illinois Township Code entitled "Annual Township Meeting". This statute sets forth general procedures for the Township electors to take action at the annual Township meeting. Plaintiffs' contention that this method is the only manner in which real or personal property owned by the Road District can be sold by the Road District is misplaced and flies in the face of numerous other applicable statutes that provide for the same.

Moreover, Sections 7(B) and 7(C) of the Amended Intergovernmental Agreement state that conveyance of real property shall be "pursuant to any lawful method, such as but not limited to the Illinois Local Government Property Transfer Act, 50 ILCS 605/1," and the transfer of personal property shall be "pursuant to any lawful method, such as, but not limited to Sections 6-201.10 and 6-201.10-1 of the Illinois Highway Code, 605 ILCS 5/6-201.10 and 6-201.10-1." Exhibit 1-B at Sections 7(B) and 7(C). As set forth below, those referenced statutes provide proper legal authority for any property transfer.

### **1. The Highway Code.**

The Illinois Highway Code grants road districts the authority to exercise all the powers granted in the Code, and specifically authorizes road districts to "acquire by purchase, gift or legacy, and to hold property, both real and personal, for the use of its inhabitants, and again to sell and convey the same" and to "make all such contracts as may be necessary in the exercise of

the powers of the district.” 605 ILCS 5/6-107. Further, Section 6-201.10 of the Illinois Highway Code provides in relevant part that highway commissioners of road districts:

Have authority to make agreements with the highway commissioner of any other road district or with the corporate authorities of any municipality located in the same county or in an adjoining county or with the county board of the county in which such road district is located or of any adjoining county, for the lease or exchange of idle machinery, equipment or tools belonging to the district, upon such terms and conditions as may be mutually agreed upon.

605 ILCS 5/6-201.10. This statute permits a highway commissioner to enter into an agreement with a municipality in the same county, or an adjoining one, for the lease or exchange of “idle machinery, equipment or tools.” The terms of the sale are up to the road district and the municipality to agree upon.

Here, this provision of the Highway Code outlines the specific powers and duties of the Road District and the Highway Commissioner. Not only does this statute authorize the Road District to purchase and sell real and personal property, but it also specifically authorizes the Road District and Highway Commissioner to contract with municipalities such as the Village of Homer Glen to sell machinery, equipment or tools belonging to the Road District, **upon such terms and conditions as may be mutually agreed upon.**

This is exactly the situation contemplated in the Amended Intergovernmental Agreement. *See* Exhibit 1-B at Sections 7(B) and 7(C). With the Road District no longer responsible for maintaining roadways under the Village’s jurisdiction, i.e. over eighty-eight percent (88%) of what its current equipment is used to maintain, such equipment becomes idle and surplus according to the Highway Commissioner, and pursuant to Section 6-201.10 of the Highway Code, the Highway Commissioner has the power and the authority to transfer that equipment to the Village upon such terms and conditions as may be mutually agreed upon. The Amended Intergovernmental Agreement does just that, in accordance with the law.

Additionally, it is important to note once again that this arrangement is also patently fair. Given that over eighty-eight percent (88%) percent of the roadways within the Road District are also within the municipal boundaries of the Village, tax payers of the Village have funded the majority of the costs for the Road District to purchase the equipment set to be transferred pursuant to the Amended Intergovernmental Agreement and the Highway Code. As such, although legally it has no bearing on the Road District's statutory authority to effectuate the transfer, principles of fairness and equity also support the reasonableness and fairness of this agreement.

Clearly, the Illinois Highway Code provides a legal, statutory authority for the Highway Commissioner to convey Road District Equipment to the Village. Nothing in the Highway Code requires approval of the Township electors prior to exercising the powers outlined therein. As such, Plaintiffs' claims in Counts I and III fail as a matter of law, and summary judgment in favor of the Road District Defendants is warranted.

## **2. The Illinois Local Government Property Transfer Act.**

In addition, the Illinois Local Government Property Transfer Act provides legal authority for the transfer of real property between the Road District and the Village. The Illinois Local Government Property Transfer Act provides a streamlined process for certain units of local government to transfer real estate between one another. 50 ILCS 605/1, *et seq.* The Act does not require any minimum compensation or consideration be paid for real estate transfer between units of local government. Under the Illinois Local Government Property Transfer Act, a "municipality" is entitled to use the streamlined real estate conveyance process. A "municipality" is defined in the Act as:

any municipal corporation or political subdivision organized and existing under the laws of the State of Illinois and including, but without limitation, any city, village, or incorporated town, whether organized under a special charter or under the General Act, or whether operating under the commission or managerial form

of government, county, school districts, trustees of schools, boards of education, 2 or more school districts operating a cooperative or joint educational program pursuant to Section 10-22.31 of the School Code, sanitary district or sanitary district trustees, forest preserve district or forest preserve district commissioner, park district or park commissioners, airport authority and township

50 ILCS 5/605/1(c). A road district is a municipal corporation existing under the State of the laws of Illinois. 605 ILCS 5/6-107 (“Road districts have corporate capacity to exercise the powers granted thereto”); 605 ILCS 5/6-106; 605 ILCS 5/6-102; and *Board of Directors for Leveeing Wabash River v. Houston*, 71 Ill. 318, 322 (1874) (“All municipal corporations are created by the State to assist, in some degree, in the maintenance of the good order of the whole community, but, primarily, to administer the local affairs of the city, town or district incorporated. Counties, school districts and road districts, are invested with corporate powers”). Other statutory provisions also support the Road District as a municipal corporation. *See* 735 ILCS 5/18-104 (“No action shall be brought by *quo warranto*, or otherwise, questioning the legality of the organization of any county, city, village, incorporated town, township, school district, park district, road district, drainage district, sanitary district, authority **or any other municipal corporation** or political subdivision in the State of Illinois after such municipal corporation or political subdivision has been in de facto existence for a period of 3 years.”) (emphasis added”).

Because the Road District is a municipal corporation, it may use the Local Government Property Transfer Act’s streamlined process to convey property to a municipality. Moreover, once again, no elector approval is necessary to effectuate a transfer of real property pursuant to the Local Government Property Transfer Act. Further, the Local Governmental Property Transfer Act is limited in its general applicability, as it only allows for real property transfers between municipal corporations, and not transfers between other entities.

Here, there can be no doubt that the Road District has the ability to own real property separate and apart from Homer Township. *See* Exhibit 4. Specifically, the real property set to be transferred pursuant to the Amended Intergovernmental Agreement (Exhibit 1-B), i.e. PINS 18-05-009-400-033, 038, and 039 are clearly owned by the Road District. The Township knows this, as they themselves have transferred real property to the Road District. *See* Exhibit 5. Because the Road District, a municipal corporation, owns certain real property that it desires to transfer to the Village of Homer Glen, and that the Village of Homer Glen desires to accept, the Local Government Property Transfer Act provides a legal mechanism to effectuate the transfer.

In addition, a simple search of Illinois local government meeting minutes reveals that the Local Government Property Transfer Act is routinely used by municipal corporations – including Road Districts specifically – to effectuate real property transfers in the same manner as is proposed here. A full summary list of these examples is attached hereto as **Exhibit 6** and made a part hereof.

Clearly, the Local Government Property Transfer Act is a regularly utilized mechanism to effectuate property transfers between municipal corporations. The Plaintiffs’ attempts to argue otherwise flies in the face of the plain language of the statute itself, as well as the well established practice of utilizing the statute throughout the State. As such, Plaintiffs’ claims in Counts I and III fail as a matter of law, and summary judgment should be granted in favor of the Road District Defendants.

**D. The Road District Is Not Attempting To Transfer Jurisdiction Of Unincorporated Roadways To The Village.**

In Count II of the Complaint, Plaintiffs wrongly assert the Road District is somehow attempting to transfer jurisdiction of unincorporated roadways to the Village of Homer Glen. It is unclear if this is simply an oversight by the Plaintiffs, a failure to comprehend the plain language in the Amended Intergovernmental Agreement, or an improper attempt to cloud this

Court's review of the actual matters before it. Either way, a review of the Amended Intergovernmental Agreement demonstrates summary judgment should be granted as to Count II.

The Plaintiffs contend that roadways either in unincorporated Homer Township, or in the Homer Township portion of the Village of New Lenox, Village of Lemont, or City of Lockport, cannot be transferred to the jurisdiction of the Village of Homer Glen. The Amended Intergovernmental Agreement doesn't do anything of the sort. Specifically, the Amended Intergovernmental Agreement transfers maintenance responsibilities previously provided by the Road District for the approximately one hundred thirty-five (135) miles of roadways within the Village's jurisdiction back to the Village. That leaves the approximately eighteen (18) miles of roadways outside of the Village's jurisdiction, which are either in unincorporated Homer Township, the Village of New Lenox, Village of Lemont, or the City of Lockport. In other words, the Amended Intergovernmental Agreement doesn't transfer jurisdiction of any roadways – it simply transfers back the maintenance responsibilities to the Village of Homer Glen for roadways already under the Village's jurisdiction due to their location within its municipal boundaries.

As such, and given the plain language of the Amended Intergovernmental Agreement, the Plaintiffs cannot prevail on its claims contained in Count II. Summary judgment should be granted to the Road District Defendants and this matter terminated.

**WHEREFORE**, for the reasons set forth above, the Road District Defendants respectfully prays this Court grant its Motion for Summary Judgment, enter judgment in their favor finding they have the authority to act in accordance with the Amended Intergovernmental Agreement and the statutory set forth therein, and for such further relief deemed fair and just.

Respectfully submitted,

**HOMER TOWNSHIP ROAD DISTRICT and  
HIGHWAY COMMISSIONER MIKE DEVIVO**

By: /s/ Howard C. Jablecki  
One of its attorneys

Howard C. Jablecki (hcjablecki@ktjlaw.com; ARDC # 6291655)  
Gregory T. Smith (gtsmith@ktjlaw.com; ARDC # 6297652)  
KLEIN, THORPE & JENKINS, LTD.  
20 North Wacker Drive, Suite 1660  
Chicago, Illinois 60606  
(312) 984-6400



7. The Road District is a separate and distinct unit of local government from Homer Township.

8. The Road District taxes are separate and apart from any taxes levied by Homer Township, as the Road District is a separate and distinct taxing body.

9. The Road District currently encompasses approximately one hundred fifty-three (153) miles of roads and streets.

10. Of those 153 miles, approximately 135 miles of roads and streets are within the municipal boundaries of the Village of Homer Glen (the “Village Roads”) and are therefore under the jurisdiction of the Village not the Road District.

11. However, since March 20, 2003, the Road District has been maintaining the Village Roads pursuant to an Intergovernmental Agreement between the Road District and the Village of Homer Glen.

12. A true and accurate copy of the 2003 Intergovernmental Agreement is attached as **EXHIBIT 1-A** and made a part hereof (“Intergovernmental Agreement”).

13. This Intergovernmental Agreement authorizes the Road District to manage maintenance of the Village Roads in the same manner as the Road District did prior to the incorporation of Homer Glen.

14. Per Illinois law, all Road District Road and Bridge taxes levied for property within a municipality, such as the Village of Homer Glen, are divided equally at collection, with half going to the Road District, and half going to the municipality.

15. Pursuant to the Intergovernmental Agreement, the Village of Homer Glen forwards its half of the Road District Road and Bridge taxes back to the Road District, along with additional amounts provided for pursuant to the Intergovernmental Agreement, to pay for the Road District’s maintenance of the Village Roads.

16. Regardless, the entire amount of the Road District taxes, whether paid to the Village of Homer Glen (and then forwarded to the Road District), or directly to the Road District, are levied against properties within the Road District's, and the Village of Homer Glen's, jurisdiction.

17. In other words, a property owner in the Village of Homer Glen pays the full amount of the Road District tax levied against its property, all of which goes to the Road District to pay for maintenance of roadways within the Road District, including those within the Village of Homer Glen.

18. All of the tax revenues received by the Road District, either pursuant to State law or the Intergovernmental Agreement, are used to maintain the roads within the Road District, including the purchase of real and personal property required to do so.

19. To be clear, all real and personal property owned by the Road District was purchased with tax revenues received by the Road District, which is a separate and distinct taxing body from Homer Township.

20. As such, the residents of the Village of Homer Glen, through their property taxes, have contributed to the Road District's expenses incurred to purchase and maintain all personal and real property owned by the Road District.

21. The Road District and the Village of Homer Glen have for some time discussed transferring the maintenance responsibilities of the Village Roads back to the Village, given that over eighty-eight percent (88%) of the roadways within the Road District are within the jurisdiction of the Village of Homer Glen.

22. With the Village of Homer Glen taking over maintenance of the Village Roads, a vast majority of the real and personal property owned by the Road District would no longer be necessary for operations of the Road District.

23. As such, the Road District and Homer Glen entered into an Amended and Restated Intergovernmental Agreement on December 9, 2020 (the “Amended Intergovernmental Agreement”). A true and accurate copy of the Amended Intergovernmental Agreement is attached hereto as **EXHIBIT 1-B**.

24. Pursuant to the Amended Intergovernmental Agreement, the Road District maintains responsibility for the remaining approximately eighteen (18) miles of roadway outside of the Village of Homer Glen but within the Road District, and the Village would take over responsibility for maintenance of the one hundred thirty-five (135) miles of Village Roads.

25. Given the reduction in the amount of roadways for which the Road District would be responsible by over eighty-eight percent (88%), certain of the real and personal property acquired by the Road District and paid for in part by the tax payers of the Village of Homer Glen will become surplus, idle and no longer needed for the Road District to perform its functions.

26. As such, pursuant to the Amended Intergovernmental Agreement, the Road District would transfer the surplus and idle real and personal property, which was paid for in part by the tax payers of the Village of Homer Glen, to the Village of Homer Glen pursuant to applicable law.

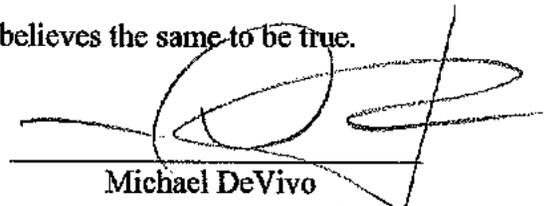
27. This transfer of real and personal property, pursuant to the Amended Intergovernmental Agreement, is set to occur by March 31, 2021.

28. With the Village of Homer Glen taking over maintenance of the Village Roads, and the personal and real property of the Road District no longer being needed to maintain the Village Roads, and given that Village of Homer Glen tax payers have paid for this personal and real property in part through property taxes in the past, the transfer of such personal and real property pursuant to the Amended Intergovernmental Agreement to the Village of Homer Glen is a fair and equitable solution.

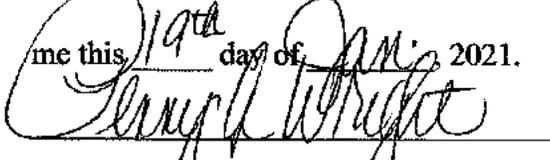
29. Per the Amended Intergovernmental Agreement, the Road District will be retaining sufficient personal and real property in order to continue to maintain the approximately eighteen (18) miles of roadways that will remain within its jurisdiction and responsibility.

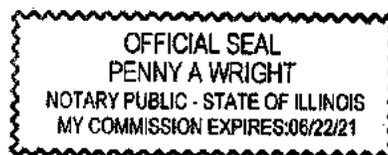
30. Moreover, the Road District's tax levy will significantly decrease after the transfer of responsibility for maintaining the Village Roads, as the Road District will only need to levy an amount necessary to maintain eighteen (18) miles of roadways under the Amended Intergovernmental Agreement, rather than the full one hundred fifty-three (153) miles of roadways it has been levying for in the past under the Intergovernmental Agreement, thereby benefiting all property located within the Road District's municipal boundaries, and more specifically benefitting those properties within the Road District located outside the boundaries of the Village of Homer Glen.

31. Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.

  
Michael DeVivo  
Homer Township Road District  
Highway Commissioner

**SUBSCRIBED AND SWORN** to before

me this 19<sup>th</sup> day of Jan., 2021.  
  
Notary Public



**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF  
HOMER GLEN AND THE HOMER TOWNSHIP ROAD DISTRICT**

This Agreement ("Agreement") is made this 20 day of March, 2003, by and between the Village of Homer Glen (the "Village"), an Illinois municipal corporation and unit of local government, and the Homer Township Road District (the "District"), a road district and unit of local government.

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 authorizes units of local government to contract or otherwise associate among themselves in any manner not otherwise prohibited by law or ordinance; and

WHEREAS, Section 3 of the Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq. permits any powers, privileges or authority exercised or which may be exercised by a unit of local government to be exercised jointly with any other unit of local government; and

WHEREAS, pursuant to court order entered on April 17, 2001 in Will County Case No. 00 MC 7, of the Village of Homer Glen has been duly incorporated as an Illinois municipal corporation and a unit of local government having corporate limits as described or depicted in Exhibit A; and

WHEREAS, the District previously has and presently continues to exercise jurisdiction over the roads and streets within the corporate limits of the Village which, prior to April 17, 2001, comprised that portion of the District's road system as defined by 605 ILCS 5/2-103 ("the District Road System"); and

WHEREAS, by virtue of its incorporation as an Illinois municipal corporation and unit of local government, the Village, as of April 17, 2001, has a municipal street system as defined by 605 ILCS 5/2-104 (the "Municipal Street System") that consists of the above-described District Road System that existed prior to April 17, 2001; and

WHEREAS, the Village desires for the District to continue to maintain and regulate the roads within the Village and the District is willing to continue to maintain and regulate said roads, all upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants and provisions hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Village and the District hereby agree as follows:

1. Overview of Agreement. The Village desires for the District to continue to maintain and regulate the roads within the Village in substantially the same manner as before the incorporation of the Village, except as otherwise provided in this Agreement. In order for the District to do so, the District will require funding commensurate with the funding received prior to the incorporation in addition to such increases as are reasonable and necessary to meet increased costs. Both parties believe that the

<b>EXHIBIT</b> 1-A
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funding required can be accomplished by the Village assigning to the District its share of Road & Bridge taxes and paying to the District a portion of its Motor Fuel taxes. In the event that these mutual and acknowledged assumptions are incorrect, then the parties agree to make such modifications or amendments to this Agreement that will substantially equalize the funds received from the Village with the expenses and capital expenditures associated with the maintenance of the roads within the Village by the District.

2. Maintenance and Infrastructure Responsibilities.

A. Maintenance. The District agrees that for its fiscal year beginning April 1, 2003 and ending March 31, 2004, it shall maintain the Village's Municipal Street System and any improvements to the infrastructure constructed (thereon by either the Village or the District) pursuant to Section 2.B. below in the same manner and to the same extent to which it was previously obligated to maintain the roads and streets therein as its District Road System. Such maintenance shall include, but is not limited to, snow plowing, shoulder, drainage ditch and storm sewer maintenance and repair, mowing right of ways, and maintenance, repair or resurfacing of paved roadway surfaces. Notwithstanding the foregoing, to the extent that the District shall require professional engineering services in connection with the performance of its responsibilities as set forth in this Section 2.A., the District shall notify the Village of such need, whereupon the Village shall be responsible to procure for the District from such engineering firms as may be selected by the Village such engineering services as may be required by the District pursuant to this Section 2.A. at the Village's expense.

B. Infrastructure. Exclusive of the maintenance responsibilities described above in Section 2.A., the Village shall assume at its sole cost and expense and without any financial contribution from the District, the responsibility for constructing any new improvements to the Village's Municipal Street System which (i) did not previously exist as Improvements within the District's District Road System; and (ii) for which the District had not budgeted, appropriated, allocated or otherwise set aside funds to construct within its April 1, 2002 to March 31, 2003 fiscal year or included within the District's Capital Improvement Program for the 2003-2004 fiscal year. Consistent with the foregoing, District shall be responsible for constructing those improvements to the Village Municipal Street System for which it had budgeted, allocated, appropriated or otherwise set aside funds to construct within its April 1, to March 31, 2003 fiscal year as part of the District Road System or which were included within the District's Capital Improvement Program for the 2003-2004 fiscal year. During the first sixty (60) days of each fiscal year during the term of this Agreement, the District and the Village shall meet to discuss the Improvements proposed to be constructed during said fiscal year. In the event the Village recommends the construction of new improvements (other than those improvements for which the District is obligated to construct pursuant to the terms hereof) to the Village's Municipal Street System for which the Village is or will be financially responsible, the Village shall pay to the District such funds as may be necessary for the construction of such improvement provided the District agrees to construct such improvements. In the event that the Village determines that it is in the best interest of the Village to proceed with constructing a given improvement to the

Municipal Street System as contemplated above, it shall notify the District thereof so as to provide the District with the opportunity to construct such improvement or to act as the Village's representative and agent with respect to the construction of improvements pursuant to publicly bid contracts, provided, however, that in such cases the Village shall retain all responsibility for the costs of constructing such improvement. If after receiving such notice the District declines to construct such improvement or to serve as the Village's representative or agent in connection with the construction of improvements pursuant to publicly bid contracts, then the Village may proceed to construct or cause such improvement to be constructed using its own efforts and resources.

C. Streetlights. In addition to the responsibilities of the parties as set forth in Sections 2.A. and 2.B. above, and notwithstanding anything else herein to the contrary, the District and the Village shall also share the responsibility for the operation, maintenance and repair of streetlights located either within the corporate limits of the Village of Homer Glen or within that portion of Homer Township that is not located within the corporate limits of any municipality, all as set forth more particularly below:

(i) Electricity. The Village shall pay all charges received from Commonwealth Edison for providing electric service used in connection with the operation of streetlights located within its corporate limits, and the District shall pay all charges received from Commonwealth Edison for providing electric service used in connection with the operation of streetlights located in that portion of Homer Township not located within the corporate limits of any municipality, provided, however, that the Village and the District shall cooperate and take such steps as may be necessary to cause Commonwealth Edison to bill the Village and the District for streetlight-related electricity service charges consistently with the provisions of this Section 2.C.i.

(ii) Maintenance and Repair. Upon the execution of this Agreement by the District and the Village, the Village shall with reasonable promptness take such steps as may be necessary or required by law to enter into a contract with a third party for the maintenance and repair of all streetlights located within the corporate limits of the Village and within that portion of Homer Township not located within the corporate limits of any municipality, provided, however, that notwithstanding the Village's execution of such a contract, the District shall, pursuant to this Section 2.C.ii., remain fully liable and responsible for all costs and expenses incurred by the Village under such a contract but which pertain to the maintenance and repair of streetlights located within that portion of Homer Township not located within the corporate limits of any municipality. The Village shall use its best efforts to cause billings under such a contract to be made on the basis of streetlight address, so as to facilitate the accounting of the costs and expenses for which the Village and the District are respectively responsible for thereunder. The District shall, upon submittal of billings for the maintenance and repair of streetlights located

within that portion of Homer Township not located within the corporate limits of any municipality, promptly reimburse the Village for the amounts of such billings.

To facilitate the parties' performance of the obligations and responsibilities as set forth in this Section 2.C., the District shall provide to the Village its records and documents describing the locations and numbers of streetlights within the Village and within that portion of Homer Township not located within the corporate limits of any municipality.

3. Funds.

A. Motor Fuel Tax Funds. The Village shall, on a monthly basis pay to the District, in consideration for the District's services under this Agreement an amount equal to the difference between the funds which would have been received by the District but for the incorporation of the Village for maintenance of roads and the amount actually received by the District, provided, however, that such amount shall not exceed the amount actually received by the Village. For purposes of this Agreement, the parties agree that the funds, which would have been received by the District but for the incorporation of the Village for maintenance of Roads is the amount of \$15,300.00 for Motor Fuel Tax. Any additional funds received by the Village, may be retained by the Village for new improvement projects located within the corporate limits of the Village.

B. Road and Bridge Taxes. The Village shall transfer and assign to the District, its entire interest or share of Road and Bridge Taxes. It is acknowledged that the Road and Bridge Taxes received by the Village in calendar 2003 will be in consideration of the District's maintenance of roads for the District's April 1, 2002 to March 31, 2003 fiscal year. The parties believe that said assignment and transfer will result in the District receiving approximately the same amount of Road and Bridge Taxes had the incorporation of the Village not taken place.

4. Sharing of Jurisdiction. Except as otherwise provided herein, the Village hereby delegates and grants all maintenance jurisdiction and authority over the Village Municipal Street System that it now has or that it otherwise acquires during the term of this Agreement and further authorizes the District to exercise such other or further powers over the Village Municipal Street System as the District would have been able to exercise had the Village Municipal Street System remained the District's District Road System, provided, however, that (i) the District shall not change motor vehicle weight limits within the Village Municipal Street System without the Village's consent (except that in the absence of the Village's exercise of such authority, those motor vehicle weight limits applicable to the District's District Road System as of April 16, 2001 shall remain in effect throughout the Village Municipal Street System and fully enforceable by the District as if they had originally been adopted by the Village in the first instance); and (ii) the District shall not without the approval of the Village, alter or change the regulations or standards applicable to motor vehicle traffic, road or street construction, the District's road or street maintenance standards, or traffic control device placement within the Village Municipal Street System. The Village reserves to itself the right to

vacate or otherwise close any of said road or streets as provided under Illinois Law. Notwithstanding anything in this Agreement to the contrary, the Village shall have authority to control improvements to be located within right-of-ways within the Village.

While the District shall have the ultimate decision-making authority on issues of road maintenance and repair, the District shall consider the suggestions and recommendations of the Village. The Village shall appoint a liaison person or committee that shall meet, on a monthly basis, with the District on maintenance and repair issues.

5. Insurance. Each of the parties shall maintain during the term of this Agreement a policy or policies of commercial general liability with policy limits of not less than \$5,000,000.00 for each occurrence/aggregate as applicable, and a policy or policies of automobile liability insurance with a policy limit of \$5,000,000.00 combined single limit coverage and \$300,000.00 underinsured motorist coverage. Each of the parties shall cause the other to be named as an insured on its policy or policies of insurance and shall provide the other with a Certificate of Insurance and a copy of such policy or policies of Insurance. Such policy or policies shall not be subject to cancellation or termination except upon fifteen (15) days prior notice to both the named insureds.

6. Traffic Citations. The Village shall be entitled to any and all fines, penalties or charges generated by citations written regarding the Municipal Street System.

7. Term and Termination. This Agreement shall be in full force and effect from the date first above named (which date shall be the first date on which the execution of this Agreement is approved by either the Village or the District), and shall relate to the period of April 1, 2003 to March 31, 2004 which is the end of the District's 2003-2004 fiscal year. Notwithstanding the foregoing, in the event that the Village not later than January 1, 2004 directs written notice to the District that it will be unable to or does not then desire to fully assume all maintenance, repair, improvement and jurisdictional responsibilities that will exist with respect to the Village Municipal Road System as of the termination of this Agreement then the Village and the District shall, within ten (10) business days of the date of such notice cause their respective designated representatives to conduct in good faith such negotiations and meetings as may be necessary to produce a mutually satisfactory successor agreement covering substantially the same subject matter as this Agreement, on such terms and conditions as may be therein contained. In the absence of termination by either party, this Agreement shall be renewed for successive one-year periods.

In the event any road or street is disconnected from the Village, this Agreement shall be null and void with respect to said road or street, or portion thereof, which is disconnected. In the event any territory is annexed to the Village, this Agreement shall cover any roads added to the Village with the District receiving the same funding as it relates to such annexed territory.



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, Xerox 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.

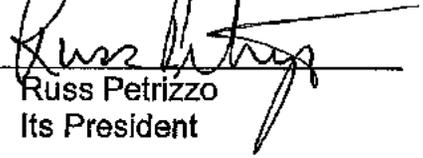
J. Entire Agreement: Except as hereinafter expressly provided, this Agreement supersedes all prior agreements, negotiations and representations and is a full integration of the entire Agreement of the parties.

K. Remedies:

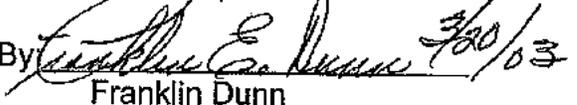
(i) The parties may, at law or in equity, by suit, action, mandamus or other proceeding, enforce or compel the performance of this Agreement with the prevailing party being entitled to all costs and expenses. No action taken by either party hereto pursuant to the provisions of this section or pursuant 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.

"Village"  
Village of Homer Glen

By:   
Russ Petrizzo  
Its President

"District"  
Homer Township Road District

By:  3/30/03  
Franklin Dunn  
Its Highway Commissioner

**AMENDED AND RESTATED INTERGOVERNMENTAL  
AGREEMENT BY AND BETWEEN THE VILLAGE OF HOMER GLEN AND  
THE HOMER TOWNSHIP ROAD DISTRICT**

This **AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF HOMER GLEN AND THE HOMER TOWNSHIP ROAD DISTRICT** ("Agreement") is made this 9th day of December, 2020 ("Effective Date"), by and between the Village of Homer Glen ("Village"), an Illinois home rule municipal corporation, and the Homer Township Road District ("District"), an Illinois road district. Individually the Village and the District are sometimes referred to herein as a "Party" and collectively as the "Parties."

**WHEREAS**, Section 10 of Article VII of the Illinois Constitution of 1970 authorizes units of local government, such as the Village and the District, to contract or otherwise associate amongst themselves in any manner not otherwise prohibited by law or ordinance; and

**WHEREAS**, Section 6(a) of Article VII of the Illinois Constitution of 1970 authorizes home rule units, such as the Village, to "exercise any power and perform any function pertaining to its government and affairs;" and

**WHEREAS**, Section 3 of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/3, permits any powers, privileges, functions or authority exercised or which may be exercised by a unit of local government, such as the Village and the District, to be combined and exercised jointly with any other unit of local government; and

**WHEREAS**, the Parties entered into an "Intergovernmental Agreement Between the Village of Homer Glen and the Homer Township Road District" on March 20, 2003, which has been amended from time to time (as amended, collectively the "Former Agreement"); and

**WHEREAS**, the Former Agreement set forth the obligations and rights of the Parties regarding the maintenance, regulation, funding and operation of roads within the Village's jurisdiction and the District's jurisdiction; and

**WHEREAS**, since 2003, under the Former Agreement, the District has maintained and been responsible for maintaining and improving approximately one hundred fifty-three (153) miles of the combined District Road System and the Village Road System; and

**WHEREAS**, the Village and the District have worked closely together under the Former Agreement and have enjoyed a close working relationship with regard to the District's maintenance and responsibility over the combined District Road System and the Village Road System; and

<b>EXHIBIT 1-B</b>
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**WHEREAS**, under the Former Agreement, the District has accumulated real property and personal property required to maintain and be responsible for the approximately one hundred fifty-three miles (153) of roads and streets of the combined District Road System and the Village Road System; and

**WHEREAS**, the Parties desire to amend and restate their respective obligations and rights in the Former Agreement on the terms of this Agreement; and

**WHEREAS**, the Parties desire that the Village now maintain, improve, regulate and have jurisdiction over the roads and streets within the Village's jurisdiction, as described in Exhibit A attached as being maintained by "HG," on the terms and conditions in this Agreement; and

**WHEREAS**, the Parties desire that the District now maintain, improve, regulate and have jurisdiction over the roads and streets within the District's jurisdiction, as described in Exhibit A as being maintained by "HTRD," on the terms and conditions in this Agreement; and

**WHEREAS**, under this Agreement, the Village will maintain and be responsible for the one hundred thirty-five (135) miles of roads and streets in the Village Street System as of the "Commencement Date," as defined in Section 4.B. below, which mileage is expected to increase over time due to annexations of property, roads and streets into the Village; and

**WHEREAS**, under this Agreement, the District will only maintain and be responsible for approximately eighteen (18) miles of roads and streets in the District Road System as of the Commencement Date, which mileage is expected to decrease over due to annexations of property, roads and streets in Homer Township; and

**WHEREAS**, certain of the real property and personal property acquired by the District to meet its obligations under the Former Agreement are no longer needed or necessary, as much of the real property and personal property of the District will be surplus and idle as of the Commencement Date, as the District's road and streets maintenance obligations will be reduced by approximately eight-eight percent (88%) under this Agreement, as compared with under the Former Agreement; and

**WHEREAS**, the District and the Village desire that the District convey its surplus and idle real property and personal property to the Village as of the Commencement Date, and that the District retain rights in certain of its real property and personal property, on the terms and conditions in this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants and provisions in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Village and the District agree as follows:

1. Incorporation. The preambles set forth above are incorporated and are a part of this Agreement.

2. Amendment and Restatement of the Former Agreement. The Former Agreement is restated and amended in its entirety by this Agreement and the Former Agreement is repealed and is no longer in effect.

3. Overview of Agreement. The Parties desire that the Village assume maintenance and regulatory authority over the Village Street System from the District. In order for the Village to do so, the Village requires certain idle and surplus real property and personal property from the District. The Parties believe that the real property and personal property transfers can be accomplished as set forth in this Agreement. In the event that these mutual and acknowledged assumptions are incorrect, then the Parties agree to make such modifications or amendments to this Agreement that are necessary to implement the assumptions and intents of the Parties.

4. Maintenance and Infrastructure Responsibilities.

A. Definitions.

i. District Road System means those roads and streets noted as being maintained by "HTRD" on Exhibit A, which are roads and streets over which the District has or acquires jurisdiction, pursuant to 605 ILCS 5/2-103 or other State or Federal law or regulation, excluding therefrom those roads and streets maintained by other entities, including but not limited to the County of Will, Illinois Department of Transportation ("IDOT") and private owners. Exhibit A shall be updated from time to time by the District, without the need for an amendment to this Agreement, to reflect the then-current roads and streets within the District Road System.

ii. Maintenance means snow plowing, shoulder, drainage ditch and storm sewer maintenance and repair, streetlight maintenance and repair, mowing right of ways, and maintenance, repair or resurfacing of paved roadway surfaces and repair and preservation activities.

iii. Village Street System means those roads and streets noted as being maintained by "HG" on Exhibit A, which are roads and streets over which the Village has or acquires jurisdiction, pursuant to 605 ILCS 5/2-104 or other State or Federal law or regulation, excluding therefrom those roads and streets maintained by other entities, including but not limited to the Counties of Will and Cook, IDOT and private owners. Exhibit A shall be updated from time to time by the Village, without the need for an amendment to this Agreement, to reflect the then-current roads and streets within the Village Street System.

B. Village Street System Maintenance and Infrastructure. Beginning March 31, 2021, or such other date as approved by the Village and the District in writing ("Commencement Date"), the Village shall maintain and be solely responsible for the

Village Street System and any improvements constructed thereon or related thereto, at its cost. As of the Commencement Date, the District delegates, grants, transfers, quit claims and conveys any maintenance responsibilities, jurisdiction and authority that it had, or that it otherwise acquired, over the Village Street System to the Village.

C. District Road System Maintenance and Infrastructure. Beginning on the Commencement Date, the District shall maintain the District Road System and be solely responsible for the District Road System and any improvements constructed thereon or related thereto, at its cost. As of the Commencement Date, the Village delegates, grants, transfers, quit claims and conveys any maintenance responsibilities, jurisdiction and authority that it had, or that it otherwise acquired, over the District Road System to the District.

5. Funds. As of the Effective Date, the Village shall retain all revenues it collects related to the Village Street System and the District shall retain all revenues it collects related to the District Road System.

6. Employment. On or after the Commencement Date, the Village desires to employ certain District employees who are no longer employed by the District. The Village shall have the sole discretion to determine the terms and conditions of such employment.

7. Conveyances and Lease.

A. Intent and Overview.

i. Intent. As of the Commencement Date, the District shall no longer require the real property and personal property described in Exhibit B attached hereto and made a part hereof ("Conveyed Property"), because the District will only be responsible for maintaining and improving the District Road System, of approximately eighteen (18) miles, and because the District will no longer be responsible for maintaining and improving the Village Street System, of approximately one hundred thirty-five (135) miles. As such, the personal property portion and the real property portion of the Conveyed Property shall be, and is determined by the District to be, idle and surplus property as of the Commencement Date.

ii. Overview. As set forth below in further detail:

a. Per Sections 7.B. and 7.C. of this Agreement, on the Commencement Date, the District shall convey to the Village, and the Village shall accept, the Conveyed Property on the terms and conditions in this Agreement;

b. Per Section 7.D. of this Agreement, simultaneous with the conveyance of the Conveyed Property from the District to the Village, the Village shall lease to the District, and the District shall

accept a lease for, the real property described and depicted in Exhibit C attached hereto and made a part hereof ("District Leased Property") on the terms and conditions in this Agreement; and

c. The District shall not convey the personal property described in Exhibit D attached hereto and made a part hereof ("District Personal Property") in order to allow the District to continue to maintain and improve the District Road System after the Commencement Date.

B. Real Property Conveyance. On the Commencement Date, the District shall convey the real property portion of the Conveyed Property to the Village pursuant to any lawful method, such as, but not limited to, under the Illinois Local Government Property Transfer Act, 50 ILCS 605/1, *et seq.* The Parties shall comply with all legal requirements and preconditions to the transfer of the real property portion of the Conveyed Property. The conveyance shall be pursuant to the "Real Estate Sale Contract" attached hereto as Exhibit E, and made part hereof ("Contract"), with such changes made to the Contract to make it consistent with this Agreement. The terms of the conveyance include:

- i. Purchase price: Ten and No/100 Dollars (\$10.00);
- ii. Warranties: as-is, where-is, with no warranties or representations of any kind, including environmental;
- iii. Deed: Special Warranty Deed; and
- iv. Any survey, title or closing costs: paid by the Village.

C. Personal Property Conveyance. On the Commencement Date, the District shall exchange and convey the personal property portion of the Conveyed Property to the Village for Ten and No/100 Dollars (\$10.00) pursuant to any lawful method, such as, but not limited to, under Sections 6-201.10 and 6-201.10-1 of the Illinois Highway Code, 605 ILCS 5/6-201.10 and 6-201.10-1. The Parties shall comply with all legal requirements and preconditions to transfer of the personal property portion of the Conveyed Property. After the Commencement Date, the Village shall allow the District reasonable use of the personal property portion of the Conveyed Property to assist the District in the performance of its duties. The exchange and conveyance of the personal property portion of the Conveyed Property shall be by a bill of sale in substantially the form attached hereto as Exhibit F and made a part hereof, with such changes thereto as reasonably made by the Parties.

D. District Leased Property. Simultaneous with the conveyance of the real property portion of the Conveyed Property from the District to the Village pursuant to Section 7.B., the District shall lease the District Leased Property from the Village pursuant to any lawful method, such as, but not limited to under Sections and 6-107, 6-801 and 6-805 of the Illinois Highway Code, 605 ILCS 5/6-107, 6-801 and 6-805, and pursuant to a

written lease to be entered into by the Parties, and the Village shall grant the District a nonexclusive ingress, egress and access easement over the real property portion of the Conveyed Property to and from the District Leased Property and 151st Street. The Parties shall comply with all legal requirements and preconditions to the lease of the District Leased Property and the easement. The lease shall be pursuant to the "Lease" attached hereto as Exhibit G, and made part hereof ("Lease"), with such changes made to the Lease to make it consistent with this Agreement. The terms of the Lease include:

i. Term: ten (10) years, with renewals for additional ten (10) year terms, upon mutual agreement of the Parties.

ii. Rent: Ten and No/100 Dollars (\$10.00) per term.

iii. Utilities: all utilities shall be paid by the Village.

iv. Purchase option: the District may purchase the District Leased Property from the Village for the sum of Ten and No/100 Dollars (\$10.00) on not less than six (6) months of written notice to the Village. The conveyance of the District Leased Property by the Village to the District shall be pursuant to any lawful method, such as, but not limited to, under the Illinois Local Government Property Transfer Act, 50 ILCS 605/1, *et seq.* The Parties shall comply with all legal requirements and preconditions to the transfer of the District Leased Property. If the District exercises its option to purchase the District Leased Property, the Parties shall cause the District Leased Property to be subdivided into a separate lot of record, be a separate assessment lot and submit the District Leased Property, and the Village-owned lot which it is a part of, to the Illinois Condominium Property Act, 765 ILCS 605/1, *et seq.*, as amended, and create a unit owners' association under said Act, so that the District Leased Property, and contiguous Village-owned property, are part of the same unit owners' association, as defined in the Act.

8. Effective Date and Term. This Agreement shall be in full force and effect from the Effective Date, which shall be the last date on which the Village or the District executes this Agreement. With the exception of Section 7 above, the obligations and terms of the Agreement shall continue in effect for a term of two (2) years from the Effective Date and shall renew for successive two (2) year periods, unless terminated by the Village or the District upon written notice to the other of not less than one (1) year prior to the expiration of the then-current term. The conveyances of real property and personal property and the Lease in Section 7 shall be final and irrevocable upon completion, and the rights of the respective Parties shall continue in perpetuity or as otherwise provided in the Real Estate Sales Contract, Bill of Sale, and Lease, as applicable.

9. Miscellaneous.

A. Traffic Citations. The Village shall be entitled to any and all fines, penalties or charges generated by citations written regarding the Village Street System.

B. Representatives. The Village Manager, unless applicable law requires action by the Mayor and Board of Trustees of the Village, shall have the power and authority to make or grant or do those things, certificates, requests, demands, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by and provided for in this Agreement. The District Highway Commissioner shall have the power and authority to make or grant or do those things, certificates, requests, demands, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the District and with the effect of binding the District as limited by and provided for in this Agreement.

C. Coordination. The Parties each covenant and agree that each will do, execute, acknowledge and deliver or cause to be done, executed and delivered, such agreements, instruments and documents supplemental hereto and such further acts, instruments, pledges and transfers as may be reasonably required for the better clarifying, assuring, conveying, transferring, pledging, assigning and confirming unto the Parties, all and singular, the rights and property covenanted, agreed, conveyed, assigned, transferred and pledged under or in respect of this Agreement.

D. Defense of Agreement. In the event that any court or governmental agency having jurisdiction over the subject matter contemplated by this Agreement shall, in the context of proceedings involving any third party, question whether this Agreement is contrary to law, or in the event the legitimacy of the Agreement is otherwise challenged before a court or governmental agency having jurisdiction thereof other than in the context of a dispute between the Parties hereto, then the Parties shall jointly and severally defend the integrity of the Agreement. The Parties shall have their choice of counsel and the right to conduct their own defense. Each Party shall bear its own costs of defense of the Agreement, except that the Village shall pay up to Fifty Thousand and No/100 Dollars (\$50,000.00) of the District's costs of defense of the Agreement. Furthermore, the District shall have a duty to cooperate with the defense of the Agreement, and shall not unreasonably withhold its consent to any settlement that the Village deems to be in the best interest of the Parties and not inconsistent with the Agreement. In the event that the District withholds its consent to a settlement that the Village finds to be in the best interest of the Parties and not inconsistent with the Agreement, the Village's obligation to pay for any continued defense costs of the District shall terminate.

E. Insurance and Indemnification.

i. Insurance. Each of the Parties shall maintain during the term of this Agreement a policy or policies of commercial general liability with policy limits of not less than Five Million and No/100 Dollars (\$5,000,000.00) for each occurrence

/ aggregate as applicable, and a policy or policies of automobile liability insurance with a policy limit of no less than Five Million and No/100 Dollars (\$5,000,000.00) combined single limit coverage and no less than Three Hundred Thousand and No/100 Dollars (\$300,000.00) uninsured motorist coverage. Each of the Parties shall cause the other to be named as an insured on its policy or policies of insurance and shall provide the other with a certificate of insurance and a copy of such policy or policies of insurance. Such policy or policies shall not be subject to cancellation or termination exception upon fifteen (15) days prior notice to both the named insureds.

ii. Indemnification. Except as otherwise provided in Section 9.D., the Village and the District agree to mutually indemnify and hold the other, and the other's elected officials, employees and agents, harmless from and against any and all claims, causes of action, damages, liabilities, costs and expenses, including reasonable attorney fees, arising out of or relating to any claims or causes of action that are brought by third parties relating to the enforceability, validity or legality of this Agreement.

F. Governing Law and Venue. The laws, cases and statutes of the State of Illinois shall govern the validity, performance and enforcement of this Agreement. Any court proceedings between the Parties related to this Agreement or the subject matters herein shall be brought in Will County, Illinois.

G. Notices. All notices, certificates, approvals, consents or other communications desired or required to be given hereunder shall be given in writing at the addresses set forth below, by any of the following means: (1) personal service, (2) e-mail, (3) overnight courier, or (4) registered or certified first class mail, postage prepaid, return receipt requested.

If to Village: Village of Homer Glen  
14240 W. 151st Street  
Attention: George Yukich, Mayor  
Homer Glen, Illinois 60491  
Email: mayoryukich@homerglen.org

With a copy to: Village of Homer Glen  
14240 W. 151st Street  
Homer Glen, Illinois 60491  
Attention: Karie Friling, Village Manager  
Email: kfriling@homerglenil.org

and: Mahoney, Silverman & Cross, LLC  
822 Infantry Drive, Suite 100  
Joliet, Illinois 60435  
Attention: Eric P. Hanson  
Email: ehanson@msclawfirm.com

If to District: Homer Township Road District  
14400 W. 151st Street  
Homer Glen, Illinois 60491  
Attn: Michael DeVivo, Highway Commissioner  
Email: homerhighway@aol.com

and: Klein, Thorpe and Jenkins, Ltd.  
20 North Wacker Drive, Suite 1660  
Chicago, Illinois 60606  
Attention: Gregory T. Smith  
Email: gtsmith@ktjlaw.com

The Parties, by notice hereunder, may designate any further or different addresses to which subsequent notices, certificates, approvals, consents or other communications shall be sent. Any notice, demand or request sent pursuant to either clause (1) or (2) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (3) shall be deemed received on the day immediately following deposit with the overnight courier, and any notices, demands or requests sent pursuant to clause (4) shall be deemed received forty-eight (48) hours following deposit in the mail.

H. Severability. If any provision, clause or term of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall continue to be fully operative.

I. Time is of the Essence. Time is of the essence of this Agreement. Notwithstanding the foregoing, if the date for performance of any of the terms, conditions and provisions of this Agreement shall fall on a Saturday, Sunday or legal holiday, then the date of such performance shall be extended to the next business day.

J. Amendments. The Parties agree that this Agreement, and the Exhibits attached hereto may be amended only by the mutual written consent of the Parties by means of the same procedures used to adopt this Agreement and authorize its execution in the first instance, unless otherwise provided herein.

K. 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.

L. Counterparts and Authorization. This Agreement may be executed in identical original counterparts, with each counterpart constituting the entire Agreement. Each person signing this Agreement on behalf of a Party represents that he or she has been duly and validly authorized by such Party to execute this Agreement on behalf of such Party.

M. Originals. This Agreement may be reproduced by means of Xerox process, electronic scanning or otherwise. Each such reproduction shall for all purposes be deemed, and the same is hereby declared, to be a duplicate original of this Agreement.

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

O. 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 herein. No term or condition of this Agreement shall be deemed waived by either Party unless waived in writing.

P. Entire Agreement. Except as provided herein, this Agreement supersedes all prior agreements, negotiations and representations and is a full integration of the entire agreement of the Parties regarding the subject matters of this Agreement.

Q. Remedies. Either Party may, at law or in equity, by suit, action, mandamus or other proceeding, enforce or compel the performance of this Agreement. No action taken by either Party pursuant to the provisions of this Section 9.Q., 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.

R. Default and Breach. 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 receive 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.

S. No Third-Party Beneficiaries. This Agreement and the covenants herein contained are made solely for the benefits of the Parties, and their respective successors, assigns, affiliates and representatives and no other person shall be entitled to any rights hereunder.

T. Successors and Assigns. This Agreement shall be binding upon the successors and assigns of each Party.

U. No Conflict of Interest. No elected official, officer, agent or employee of the Village or the District has or shall have any personal interest, direct or indirect, in this Agreement; nor shall any such elected officials, officers, agents or employees participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

V. No Personal Liability of Officials of the Village or the District. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of the Village Mayor, member of the Village Board of Trustees, Village Manager, District Highway Commissioner, any elected official, officer, agent, employee or attorney of the Village or the District, in his or her individual capacity, and no elected official, officer, agent, employee or attorney of the Village or the District shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery and performance of this Agreement, or any failure in that connection.

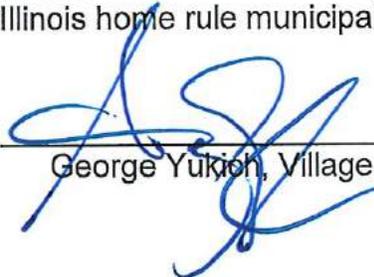
W. Exhibits. To the extent of any conflict between an Exhibit attached to this Agreement and a term of this Agreement, this Agreement shall control. The following Exhibits are attached hereto and made a part hereof:

- i. Exhibit A – Description of the District Road System and the Village Street System
- ii. Exhibit B – Description of the Conveyed Property
- iii. Exhibit C – Description and Depiction of the District Leased Property
- iv. Exhibit D – Description of the District Personal Property
- v. Exhibit E – Real Estate Sales Contract
- vi. Exhibit F – Bill of Sale
- vii. Exhibit G – Lease

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed on or as of the day and year first above written.

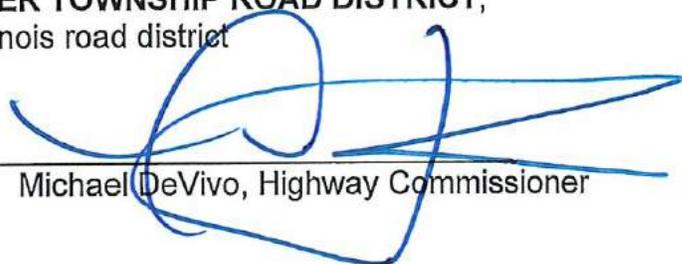
**VILLAGE OF HOMER GLEN**,  
an Illinois home rule municipal corporation.

By:  \_\_\_\_\_  
George Yukich, Village Mayor

**ATTEST:**

By:  \_\_\_\_\_  
Christina Neitzke-Troike, Village Clerk

**HOMER TOWNSHIP ROAD DISTRICT**,  
an Illinois road district

By:  \_\_\_\_\_  
Michael DeVivo, Highway Commissioner

ACKNOWLEDGMENT

State of Illinois )  
 ) SS  
County of Will )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO  
HEREBY CERTIFY that <sup>Mayor George</sup> ~~Yukich~~ and <sup>Christina</sup> ~~Hertzel-Trolle~~, personally known to me to be the  
Mayor and Village Clerk of the Village of Homer Glen, and personally known to me to be  
the same persons whose names are subscribed to the foregoing instrument, appeared  
before me this day in person and severally acknowledged that as such Mayor and Village  
Clerk, they signed and delivered the said instrument and caused the corporate seal of  
said municipal corporation to be affixed thereto, pursuant to authority given by the Board  
of Trustees of said Illinois municipal corporation, as their free and voluntary act, and as  
the free and voluntary act and deed of said Illinois municipal corporation, for the uses and  
purposes therein set forth.

GIVEN under my hand and official seal, this 9 day of December,  
2020.



Gina Spino  
Notary Public

**ACKNOWLEDGMENT**

State of Illinois     )  
                                  ) SS  
County of Will        )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Mike DeVivo, personally known to me to be the Highway Commissioner of the Homer Township Road District, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Highway Commissioner, he signed and delivered the said instrument pursuant to authority given by the Homer Township Road District, as its free and voluntary act, and as the free and voluntary act and deed of said Illinois road district, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 9 day of December, 2020.



*Christina Neitzke Troike*  
Notary Public

**EXHIBIT A**

**DESCRIPTION OF THE DISTRICT ROAD SYSTEM AND  
THE VILLAGE STREET SYSTEM**

(attached)











STREET	SUBDIVISION	MILES	HG	LP	NL	UNIC	PRIVATE	IDOT	WILL CO	COOK CO	OP	MAINTAINED BY
BRAMBLE COURT	MEADOWVIEW	0.13	0.13									HG
COLT DRIVE	FARM VIEW HILLS	0.11	0.11									HG
GRANBERRY COURT	MEADOWVIEW	0.09	0.09									HG
ELDER COURT	MEADOWVIEW/WEST	0.14	0.14									HG
FARM VIEW STREET	FARM VIEW HILLS	0.35	0.35									HG
FILLY DRIVE	FARM VIEW HILLS	0.11	0.11									HG
FINCH COURT	MEADOWVIEW	0.13	0.13									HG
HAGGARD STREET	FARM VIEW HILLS	0.19	0.19									HG
MAPLE COURT	MEADOWVIEW	0.19	0.19									HG
MAVERICK TRAIL	FARM VIEW HILLS	0.45	0.45									HG
MEADOWLARK COURT	MEADOWVIEW	0.12	0.12									HG
MEADOWVIEW LANE	MEADOWVIEW	0.52	0.52									HG
MORNING GLORY COURT	MEADOWVIEW	0.13	0.13									HG
MILBERRY COURT	MEADOWVIEW	0.09	0.09									HG
PARKSIDE DRIVE	FARM VIEW HILLS	0.22	0.22									HG
PARKSIDE DRIVE	MEADOWVIEW	0.09	0.09									HG
PINTO STREET	FARM VIEW HILLS	0.23	0.23									HG
ROSARIE DRIVE	FARM VIEW HILLS	0.19	0.19									HG
SAGE COURT	MEADOWVIEW	0.13	0.13									HG
SALO COURT	FARM VIEW HILLS	0.07	0.07									HG
SPARROW COURT	MEADOWVIEW	0.12	0.12									HG
SPRING COURT	MEADOWVIEW	0.12	0.12									HG
SULKY DRIVE	FARM VIEW HILLS	0.39	0.39									HG
THISTLE COURT	MEADOWVIEW	0.12	0.12									HG
TRAIL SIDE DRIVE	FARM VIEW HILLS	0.58	0.58									HG
WALNUT COURT	MEADOWVIEW	0.14	0.14									HG
WEATHER VANE LANE	FARM VIEW HILLS	0.18	0.18									HG
WILLOW OAK COURT	FARM VIEW HILLS	0.14	0.14									HG
WEGELIA COURT	GLENVIEW WALK ESTATES	0.10	0.10				0.03					HG/HTRD
CEDAR GLEN DRIVE	CEDAR GLEN	0.44	0.41									HG
CINNAMON CREEK LANE	CINNAMON CREEK	0.18	0.18				0.03					HG/HTRD
GLEN CREST LANE	CEDAR GLEN	0.30	0.27									HG/HTRD
GLEN DALE LANE	CEDAR GLEN	0.21	0.03				0.17					HG/HTRD
GLEN WOOD LANE	CEDAR GLEN	0.13	0.10				0.03					HG/HTRD
GLEN WOOD LANE	CEDAR GLEN	0.25	0.14				0.11					HG/HTRD
GLENVIEW COURT	CEDAR GLEN	0.19					0.19					HG
JAMES LANE	GLENVIEW WALK ESTATES	0.34	0.34									HG
HILLER DRIVE	GLENVIEW WALK ESTATES	0.20	0.20									HG
JEANNE LANE	GLENVIEW WALK ESTATES	0.43	0.43									HG
MESSENGER CIRCLE	GLENVIEW WALK ESTATES	0.07	0.07									HG
MESSENGER CIRCLE	MESSENGER WOODS	0.12	0.12									HG
MANOR LANE	CINNAMON CREEK	0.09	0.09									HG
NUTMEG AVENUE	CEDAR BROOKE	0.19	0.19									HG
CINNAMON CREEK WEST LANE	CEDAR BROOKE	0.16	0.16									HG
GINGER LANE	CEDAR BROOKE	0.22	0.22									HG
FOREST COURT	SHADY HOLLOW	0.09				0.09						HTRD
Mallard Lake Drive	Mallard Lake Estates (Private)	0.08					0.08					PRVT
Mallard Lane	Mallard Lake Estates (Private)	0.81					0.81					PRVT
SHADY LANE	SHADY HOLLOW	0.17				0.17						HTRD
MC DONALD DRIVE	FOREST MANOR	0.21		0.14		0.21						HTRD
MC DONALD DRIVE	MAPLE HILL	0.14				0.14						LP
MC KENZIE AVENUE	FOREST MANOR	0.14				0.14						HTRD
MUIR DRIVE	MAPLE HILL	0.30		0.30								LP
SCOTT COURT	FOREST MANOR	0.18				0.18						HTRD
SCOTT COURT	FOREST MANOR	0.05				0.05						HTRD
SHETLAND COURT	FOREST MANOR	0.24				0.24						HTRD
CHANCELLOR DRIVE	FOREST MANOR	0.06				0.06						HTRD
PANTGO LANE	REGAL ACRES	0.25				0.25						HTRD
PEPPERMILL TRAIL	WINDMILL ESTATES	0.18				0.18						HTRD
REGENTS ROAD	WINDMILL ESTATES	0.36				0.36						HTRD
WHEATSTONE DRIVE	REGAL ACRES	0.17				0.17						HTRD
	WINDMILL ESTATES	0.19				0.19						HTRD



STREET	SUBDIVISION	MILES	HG	LP	NL	UNIC	PRIVATE	IDOT	WILL CO	COOK CO	OP	MAINTAINED BY
SILVER MAPLE DRIVE	CRYSTAL CREEK ESTATES	0.07	0.07									HG
SPANIEL DRIVE	SPANIEL WOODS	0.13	0.13									HG
TERRIER COURT	DEBOR WOODS	0.04	0.04									HG
ASHLEY COURT	SPRING CREEK	0.16	0.16									HG
ASPEN LANE	MEADOWCREST	0.18	0.18									HG
BENTWOOD DRIVE	WEDGEWOOD HIGHLANDS	0.23	0.23									HG
BRENTWOOD COURT	HADLEY WOODS ESTATES	0.25	0.25									HG
BURR OAK DRIVE	WEDGEWOOD HIGHLANDS	0.12	0.12									HG
COMMANDRA CIRCLE	WEDGEWOOD HIGHLANDS	0.19	0.19									HG
DEER PATH DRIVE	WEDGEWOOD HIGHLANDS	0.12	0.12									HG
EVERGREEN TERRACE	MEADOWCREST	0.16	0.16									HG
JUNIPER LANE	MEADOWCREST	0.16	0.16									HG
LONGMEADOW/LANE	MEADOWCREST	0.51	0.51									HG
MEADOWVIEW DRIVE	MEADOWCREST	0.42	0.42									HG
MEADOWVIEW DRIVE	MEADOWCREST	0.20	0.20									HG
SHELLBARK DRIVE	WEDGEWOOD HIGHLANDS	0.29	0.29									HG
TAMARACK LANE	MEADOWCREST	0.23	0.23									HG
THORN APPLE DRIVE	WEDGEWOOD HIGHLANDS	0.23	0.23									HG
WEDGEWOOD DRIVE	WEDGEWOOD HIGHLANDS	0.25	0.25									HG
WINDSOR COURT	WINDSOR COURT SUBDIVISION	0.38	0.38									HG
DOEDE LANE	PINES OF SPRING CREEK	0.27	0.27									HG
LAUFFER ROAD-HADLEY TO HAAS	OAK MEADOW	0.08	0.08									HG
OAK MEADOW COURT	RITTEER SUBDIVISION	0.20	0.20									HG
BRUCE CIRCLE	RITTEER SUBDIVISION	0.09	0.09									HG
CEDAR COURT	HERITAGE ESTATES	0.50	0.50									HG
HERITAGE DRIVE	HERITAGE ESTATES/COLONIAL ACRES	0.22	0.22									HG
RON COURT	PRIVATE	0.21					0.21					PRVT
LINSEY LANE (Betty Woods)	PRIVATE	1.00		0.75		0.25						LP/HTRD
OAK AVENUE	KYLEMORE	0.04	0.04									HG
JAMES COURT	COLONIAL ACRES/ KYLEMORE	0.98	0.98									HG
MC CARRON ROAD	KYLEMORE	0.20	0.20									HG
O'CONNELL DRIVE	KYLEMORE	0.07	0.07									HG
PARNELL CIRCLE	KYLEMORE	0.51	0.51									HG
ROBERT EMMETT DRIVE	KYLEMORE	0.23	0.23									HG
FOXBORO LANE	ROLLING GLEN	1.00				1.00						HTRD
MEADER ROAD	BRUCE TO S. TWSP BOUNDARY	0.16	0.16									HG
CONLEE DRIVE	HUNT CLUB WOODS	0.13	0.13									HG
COURT CONNECTION	ROLLING GLEN	0.13	0.13									HG
CRYSTAL LAKE COURT	CRYSTAL LAKE ESTATES	1.22	1.22									HG
CRYSTAL LAKE DRIVE	HUNT CLUB WOODS	0.12	0.12									HG
GLEN ENTRANCE	ROLLING GLEN	0.11	0.11									HG
HUNT CLUB COURT	HUNT CLUB WOODS	0.68	0.68									HG
HUNT CLUB DRIVE	HUNT CLUB WOODS	0.21	0.21									HG
LARKSPUR COURT	ROLLING GLEN	0.08	0.08									HG
RYCON DRIVE	CRYSTAL CREEK ESTATES	0.17	0.17									HG
VIRGINIA LANE	HUNT CLUB WOODS	0.50	0.50									HG
175TH STREET (Laufer or E. Bruce Rd)	EW ST. HAAS ROAD TO MARTI ROAD	0.50	0.50									HG
179TH STREET	EW ST. MARTI RD TO EAST TWP LINE	0.06	0.06									HG
DALE ROAD	SPRING MEADOW	0.50	0.50									HG
MARTI ROAD	175TH TO 179TH	0.50	0.50									HG
SPRING MEADOWS DRIVE	SPRING MEADOWS	0.06	0.06									HG
TEDD ROAD	SPRING MEADOWS	0.36	0.36									HG
184TH PLACE	HUNT CLUB MEADOWS	0.08	0.08									HG
185TH PLACE	HUNT CLUB MEADOWS	0.45	0.45									HG
BUCKBERRY LANE	HUNT CLUB MEADOWS	0.04	0.04									HG
CONFLOWER COURT	HUNT CLUB MEADOWS	0.09	0.09									HG
GREENMEADOW PARKWAY	HUNT CLUB MEADOWS	0.50	0.50									HG
GREENMEADOW PARKWAY	HUNT CLUB MEADOWS	0.44	0.44									HG
PINEPRAIRIE DRIVE	HUNT CLUB MEADOWS UNIT 4	4.17										HG
CHURCHHILL DRIVE	GOODINGS GROVE UNIT 4	3.00										HG
WILL COOK ROAD - COUNTY HWY.	EAST BOUNDARY	6.25	5.08			0.13						WILL CO/COOK CO
BELL ROAD	NIS COUNTY HIGHWAY								3.00		1.17	WILL CO
PARKER ROAD	SOUTH BOUNDARY TO EAST BOUNDARY								1.04			HG/HTRD/WILL CO









**EXHIBIT B**

**DESCRIPTION OF THE CONVEYED PROPERTY**

(attached)



ASSET NUMBER	QUANTITY	DESCRIPTION	FAIR MARKET VALUE
<b>HOMER TOWNSHIP ROAD DISTRICT</b>			
136	1	2020 MACK DUMP TRUCK, MODEL GR42F9, MILEAGE 665, VIN 1MR2GR6AC1LM001263	\$120,000
135	1	2020 MACK DUMP TRUCK, MODEL GR42F9, MILEAGE 1,945, VIN 1MR2GR6AC3LM001264	\$120,000
134	1	2018 PETERBILT DUMP TRUCK, MODEL 348, MILEAGE 6,480, VIN 2NP3HJ8X4JM474284	\$130,000
133	1	2016 PETERBILT DUMP TRUCK, MODEL 348 MILEAGE 12,423, VIN 2NP3HJ8XXGM327119	\$108,000
132	1	2013 INTERNATIONAL DUMP TRUCK, MODEL 7400, 6x4, MILEAGE 28,463, VIN 1HTWDAAR8DJ351114	\$52,800
131	1	2012 INTERNATIONAL DUMP TRUCK, MODEL 7400, 6x4, MILEAGE 17,678, VIN 1HTWDAAR3CJ681399	\$46,375
130	1	2010 INTERNATIONAL SCRAPER/DUMP TRUCK, MODEL 7400, 6x4, MILEAGE 74,247, VIN 1HTWDAAR6AJ290597	\$34,760

ASSET NUMBER	QUANTITY	DESCRIPTION	FAIR MARKET VALUE
129	1	2007 INTERNATIONAL DUMP TRUCK, MODEL 7400, MILEAGE 67,604, VIN 1HTWDAAR77J521368	\$26,675
128	1	2003 STERLING SPREADER/SCRAPER/DUMP TRUCK, MODEL ACTERRA, MILEAGE , VIN 2FZACHDC54ARN49055	\$24,000
127	1	2000 INTERNATIONAL DUMP TRUCK, MODEL 4900, MILEAGE 41,377, VIN 1HTSDAAN3YH252967	\$25,000
126	1	1999 INTERNATIONAL DUMP TRUCK, MODEL 4900, MILEAGE 113,217, VIN 1HTSDAAN7XH648589	\$23,000
125	1	2005 INTERNATIONAL TANDEM SPREADER/DUMP TRUCK, MODEL 7400 4X6, MILEAGE 42,582, VIN 1HTWHAAR85J203339	\$21,115
124	1	2010 INTERNATIONAL DUMP TRUCK, MODEL 7400, MILEAGE 40,209, VIN 1HTWDAAR0AJ241735	\$35,220
123	1	2013 INTERNATIONAL DUMP TRUCK, MODEL 7400, MILEAGE 23,159, VIN 1HTWDAARXDH299394	\$52,800
122	1	2009 INTERNATIONAL DUMP TRUCK, MODEL 7400, MILEAGE 33,353, VIN1DTWDAAR49J135154	\$25,500

INTERNATIONAL APPRAISALS, INC.

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ASSET NUMBER	QUANTITY	DESCRIPTION	FAIR MARKET VALUE
121	1	2009 INTERNATIONAL DUMP TRUCK, MODEL 7400, MILEAGE 52,457, VIN 1HTWDAAR49J167683	\$25,065
120	1	2012 FORD, MODEL F250 EXTENDED CAB, MILEAGE 52,428, VIN 1FT7X2B68CEB31742	\$20,360
119	1	2017 FORD BUCKET TRUCK, MODEL F550 VERSALIFT, MILEAGE 31,081, VIN 1FDOX5GT3HEE27613	\$87,000
118	1	2004 ELGIN STREET SWEEPER, MILEAGE 15,620, VIN47HAADB35DN99864	\$25,000
116	1	2018 DODGE RAM, MODEL 5500, MILEAGE 11,510, VIN 3C7WRNALXJG255650	\$50,535
115	1	2018 DODGE RAM, MODEL 5500, MILEAGE 20,849, VIN 3C7WRMAL4JG255654	\$50,535
114	1	2006 FORD PICKUP, MODEL F250 EXTENDED CAB, MILEAGE 101,465, VIN 1FTSX21506EB58408	\$8,100
113	1	1996 FORD VAN, MODEL E250, MILEAGE 128,834, VIN 1FTFE24Y1THA12865	\$2,725
111	1	2017 JEEP, MODEL CHEROKEE, MILEAGE 5,581, VIN S73728	\$17,825

INTERNATIONAL APPRAISALS, INC.

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ASSET NUMBER	QUANTITY	DESCRIPTION	FAIR MARKET VALUE
110	1	2012 FORD , MODEL F550, MILEAGE 74,009, VIN 1FDUF5HT2CEB33924	\$25,000
109	1	2006 INTERNATIONAL DUMP TRUCK, MODEL 4400 LOW BOY, MILEAGE 115,938, VIN 1HTMRRAN16H203340	\$25,650
108	1	2003 STERLING SPREADER/DUMP TRUCK, MODEL ACTERRA A-6500, MILEAGE 62,870, VIN 2FZACGDC44AM49056	\$19,000
107	1	2001 FORD DUMP TRUCK, MODEL F550, MILEAGE 155,995, VIN 1FDAF57FX1EA82539	\$10,000
106	1	2009 FORD DUMP TRUCK, MODEL F550, MILEAGE 142,464, VIN 1FDAF56R09EA01652	\$17,605
104	1	2009 FORD DUMP TRUCK, MODEL F550, MILEAGE 169,023, VIN 1FDAF56R29EA01653	\$17,350
103	1	2017 FORD CREW CAB PICKUP, MODEL F250, MILEAGE 27,288, VIN 1FT7W2B68HEE72505	\$26,300
101	1	2005 GMC, MODEL YUKON, MILEAGE 192,257 VIN 1GKEK13T86J148433	\$10,830
100	1	2017 CHEVROLET PICKUP, MODEL SILVERADO 1500, MILEAGE 33,241, VIN 3GCUKSEC4HG517674	\$36,770

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ASSET NUMBER	QUANTITY	DESCRIPTION	FAIR MARKET VALUE
102	1	2017 FORD PICK UP, MODEL F250 EXTENDED CAB, MILEAGE 18,050, VIN 1FT7X2B63HEE72506	\$32,540
	1	2019 CASE WHEEL LOADER, MODEL 721GXR, HOURS 423, SERIAL NUMBER NJF246520	\$182,765
	1	2008 WOODS MOWER / BRUSH HOG, MODEL BB720, SERIAL NUMBER 1078881	\$3,500
	1	2010 CASE MINI EXCAVATOR, MODEL, CX27B, HOURS 1927, SERIAL NUMBER N82020	\$18,560
	1	2001 NEW HOLLAND, MODEL LS-180 SKIDSTEER, SERIAL NUMBER 188756	\$16,685
	1	1999 INGERSOLL-RAND, MODEL DD24 ROLLER, HOURS 765, SERIAL NUMBER PN159	\$8,445
	1	2002 WOODS BRUSH HOG, MODEL BB820, SERIAL NUMBER 839241	\$3,500
	1	2001 UNIVERSAL ASPHALT PLANER/GRINDER, SERIAL NUMBER 3168	\$15,000
	1	2004 JOHN DEERE/TIGER ARM MOWER TRACTOR 20', MODEL 6320', HOURS 1780, SERIAL NUMBERS L06320H433199	\$42,260
	1	2012 CASE BACK HOE, MODEL 580SNWT, HOURS 2360, SERIAL NUMBER 567500	\$53,900

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ASSET NUMBER	QUANTITY	DESCRIPTION	FAIR MARKET VALUE
	1	2007 JOHN DEERE UTILITY TRACTOR, MODEL 5425, HOURS 2717, SERIAL NUMBER LV5425T343293	\$26,655
	1	2008 JOHN DEERE UTILITY TRACTOR, MODEL 5225, HOURS 2281, SERIAL NUMBER LV5225T422201	\$14,825
	1	1963 GALLION 3-WHEEL ROLLER, MODEL CR-G, SERIAL NUMBER 43624	\$2,000
		<u>ACCESSORIES &amp; EQUIPMENT</u>	
	1	2010 BONNELL PLOW	\$3,000
	1	2010 BONNELL WING	\$3,000
	1	2010 BONNELL SALT SPREADER	\$1,200
	1	2010 VARITECH IND. PRE-WET KIT	\$700
	1	2005 BONNELL PLOW	\$1,500
	1	2005 VARITECH INC. PRE-WET KIT	\$350
	1	2013 BONNELL SALT SPREADER	\$1,440
	1	1998 BONNELL PLOW	\$800
	1	1998 BONNELL SALT SPREADER	\$200
	1	2001 VARITECH IND. PRE-WET KIT	\$150
	1	1998 BONNELL PLOW	\$800
	1	2000 FALLS WING	\$800
	1	2000 BONNELL SALT SPREADER	\$300
	1	2001 VARITECH IND. PRE-WET KIT	\$150
	1	2003 BONNELL PLOW, SERIAL NUMBER 11SP42T1	\$1,000
	1	2003 BONNELL WING	\$1,000
	1	2003 VARITECH IND. PRE-WET KIT	\$200
	1	2007 BONNELL PLOW	\$2,250
	1	2007 BONNELL WING	\$2,250
	1	2007 BONNELL SALT SPREADER	\$900
	1	2007 VARITECH IND. PRE-WET KIT	\$525
	1	2010 BONNELL PLOW	\$3,000

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ASSET NUMBER	QUANTITY	DESCRIPTION	FAIR MARKET VALUE
	1	2010 BONNELL SALT SPREADER	\$1,200
	1	2010 VARITECH IND. PRE-WET KIT	\$700
	1	2012 VARITECH IND. PRE-WET KIT	\$700
	1	2012 BONNELL PLOW	\$3,000
	1	2012 BONNELL WING	\$3,000
	1	2012 BONNELL SALT SPREADER	\$1,200
	1	2013 BONNELL PLOW	\$4,500
	1	2013 BONNELL WING	\$4,500
	1	2013 BONNELL SALT SPREADER	\$1,800
	1	2015 BONNELL PLOW	\$8,000
	1	2015 BONNELL WING	\$8,000
	1	2015 BONNELL SPREADER	\$3,500
	1	2018 BONNELL PLOW	\$12,800
	1	2018 BONNELL WING	\$12,800
	1	2018 BONNELL SPREADER	\$5,600
	1	2020 HENDERSON PLOW	\$11,250
	1	2020 HENDERSON HITCH AND HYDRAULIC	\$41,400
	1	2020 HENDERSON WING	\$10,800
	1	2020 HENDERSON SPREADER	\$4,500
	1	2020 HENDERSON PRE-WET KIT	\$2,070
	1	2020 KANKAKEE PLOW	\$11,250
	1	2020 KANKAKEE WING	\$10,800
	1	2020 KANKAKEE SPREADER	\$4,500
	1	2020 KANKAKEE PRE-WET KIT	\$2,070
	1	2009 HTC STONE CONVEYER, 18"	\$1,500
	1	2001 CALCIUM PRE-WET KIT (STOCK)	\$210
	1	2001 CALCIUM PRE-WET KIT (STOCK)	\$210
	1	2009 BONNELL CHIPPER BOX FOR INTERNATIONAL	\$900
	1	2009 BONNELL CHIPPER BOX FOR FORD F-550 SERIES	\$700
		<u>INLAND MARINE EQUIPMENT</u>	
	1	1991 VIKING PLOW	\$200
	1	2003 GLENHILL V-PLOW	\$200
	1	2001 FORKS & JIB BOOM	\$240
	1	2016 WOODS HITCH MOWER	\$2,400

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ASSET NUMBER	QUANTITY	DESCRIPTION	FAIR MARKET VALUE
		2012 KENWOOD RADIO NX800K 2007 KENWOOD RADIO TK8160H 2005 KENWOOD RADIO TK862HG 2005 KENWOOD RADIO TK862HG 2012 KENWOOD RADIO NX800K 2012 KENWOOD RADIO NX800K 2005 KENWOOD RADIO TK862HG 2012 KENWOOD RADIO NX800K 2012 KENWOOD RADIO NX800K 2009 KENWOOD RADIO TK8160H 2009 KENWOOD RADIO TK8160H 2012 KENWOOD RADIO NX800 2009 KENWOOD RADIO TK8160H 2005 KENWOOD RADIO TK862HG 2012 KENWOOD RADIO NX800K 2012 KENWOOD RADIO NX800K 2005 KENWOOD RADIO TK862HG 2007 KENWOOD RADIO TK8160H 2012 KENWOOD RADIO NX800K 2012 KENWOOD RADIO NX800K 2012 KENWOOD RADIO NX800K 2012 KENWOOD 2520 B/H NX800K 2012 KENWOOD RADIO REMOTE 4 UNITS 2009 KENWOOD RADIO TK3302U, HAND HELD 2009 KENWOOD TK3160, HAND HELD 2009 KENWOOD RADIO TK3160, HAND HELD 2009 KENWOOD RADIO TK3160, HAND HEL 2012 KENWOOD REPEATER 2012 KENWOOD RADIO NX800K	
		<b>OFFICES</b>	
	1	LOT OFFICES TO INCLUDE: 2017 PANASONIC TOUGHBOOK 2017 PANASONIC TOUGHBOOK 2017 PANASONIC TOUGHBOOK 2017 PANASONIC TOUGHBOOK 2011 APPLE IPAD DALE	\$9,465

ASSET NUMBER	QUANTITY	DESCRIPTION	FAIR MARKET VALUE
		2015 STIHL 16" CONCRETE SAW TS800	
		<u>SHOP EQUIPMENT</u>	
	1	2019 HT POLE SAW	\$480
	1	2016 HT 12" POLE SAW	\$420
	1	ARI HETRA MOBILE LIFTING SYSTEM	\$14,400
	1	2003 YAZOO RIDING LAWN MOWER	\$2,100
	1	2002 NAPA AIR COMPRESSOR	\$360
	1	1990 SOLAR MIG WELDER	\$150
	1	1991 RAMCO H-FRAME PRESS 25 TON	\$240
	1	1994 VICTRO WELDING TORCHES & SUPPLIES	\$90
	1	1990 1 TON CHAIN HOIST	\$100
	1	1997 ONAN STANDBY GENERATOR AND TRANSFER SWITCH	\$850
	1	200 STIHL 14" CUT OFF SAW	\$75
	1	2006 PARTNER 16" CHOP SAW K950	\$200
	1	2003 MILWAUKEE BENCH GRINDER	\$70
	1	1991 RAMCO WET BAND SAW RS90P	\$240
	1	1991 RAMCO HYDRAULIC PRESS, 50 TON	\$240
	1	1991 RAMCO FLOR CRANE/HOIST, 5,000 LB.	\$330
	1	2005 STEEL MAX CIRCULAR METAL CUTTING SAW	\$70
	4	2011 HANNEY WALL MOUNTED HOSE REELS	\$200
	1	1991 FLOOR JACK, 10 TON	\$250
	1	1981 SEARS DRILL PRESS	\$50
	1	1994 DM SAND BLASTER	\$100
	1	1996 ROPER WASHING MACHINE	\$50
	1	2009 CLOTHES DRYER	\$40
	3	1990 SAFE-T-WAY FLAM PROOF CABINETS	\$250
	1	1994 SAFETY CABINET	\$100
	1	2002 HOTSY PRESSURE/STEAM WASHER	\$1,300
		<u>COMMUNICATIONS</u>	
	1	LOT COMMUNICATIONS TO INCLUDE: 2012 KENWOOD RADIO NX800K 2012 KENWOOD RADIO NX800K 2007 KENWOOD RADIO TK8160H 2007 KENWOOD RADIO TK8160H	\$4,540

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ASSET NUMBER	QUANTITY	DESCRIPTION	FAIR MARKET VALUE
	1	1992 CASE 73" UTILITY BUCKET	\$300
	1	1992 CASE 42' FORKS	\$425
	1	1989 MEYERS 7' PLOW	\$300
	1	1995 WERK BRUE 60" VEE BUCKET	\$520
	1	1989 JOHN DEERE 455G CRAWLER	\$20,000
	1	2014 42" DITCHING BUCKET FOR MINI EXCAVATOR	\$500
	1	2020 HONDA 11" RAMMER	\$28,800
	1	2019 CASE SKIDSTEER TR340	\$57,800
		<b>HAND HELD POWER TOOLS</b>	
	1	LOT HAND HELD POWER TOOLS TO INCLUDE: 2014 STIHL BLOWER BG86C 2013 STIHL 25" CHAIN SAW MS362C 2013 STIHL 18" CHAIN SAW MS362C 1995 JONSERED 16" ELECTRIC CHAIN SAW, 2016 EL 2006 STIHL 18" CHAIN SAW MS290 2014 STIL 32" CHAIN SAW MS660 2005 STIHL 25" CHAIN SAW MS361C 2015 STIHL 18" CHAIN SAW MS362C 2015 STIHL 20" CHAIN SAW MS362 2015 STIHL TRIMMER FS110 2015 STIHL TRIMMER FS110R 2006 STIHL POLE SAW 2002 STIHL 16" CAHIN SAW MS290 2006 STIHL POWER LEAF BLOWER BG55 2003 STIHL STRING TRIMMER FS85 1994 ECHO STRING TRIMMER 2010 ECHO STRING TRIMMER 2010 ECHO STRING TRIMMER 1981 BRIGGS & STRATTON FIBERGLASS PUMP 1980 HOMELITE SCAVENGER PUMP & HOSE 2010 STIHL LEAF BLOWER BG85 2019 BG86 LEAF BLOWER 2012 STIHL POLE SAW 2002 SHINDAIWA POWER BROOM	\$3,880

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ASSET NUMBER	QUANTITY	DESCRIPTION	FAIR MARKET VALUE
		2010 DELL PRECISION T1500M 2016 DELL OPTIPLEX 7020D 2017 LENOVO THINKCENTER 2004 SAVIN COPY MACHINE C-2408 WITH SCANNER 2009 SAVIN COPY MACHINE C-9020 WITH SCANNER 2008 SAVIN FAX MACHIN E3820 2010 SAMSUNG PHONE SYSTEM, 12 PHONES 2003 PANASONIC SHREDDER 1999 FELLOWS SHREDDER 2005 FELLOWS SHREDDER (3) 1990 HON 5-DRAWER PLAT FILES (3) 1990 HON 7-DRAWER PLAT FILES (8) 1991 HON 4-DRAWER LATERAL FILES (6) 2006 5-DRAWER PLAT FILES 1991 FLOOR SAFE (4) 1998 OFFICE CHAIRS 2013 MIDWEST CONFERENCE TABLE 2012 MW INTERIORS OFFICE FURNITURE	
		<b>TOTAL APPRAISED VALUE</b>	<b>\$2,092,830</b>
		<b>HOMER TOWNSHIP ROAD DISTRICT</b>	

**INTERNATIONAL APPRAISALS, INC.**

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**EXHIBIT C**

**DESCRIPTION AND DEPICTION OF THE DISTRICT LEASED PROPERTY**

(attached)

# 18 Mile Road District Lease Property Exhibit

Property Includes:

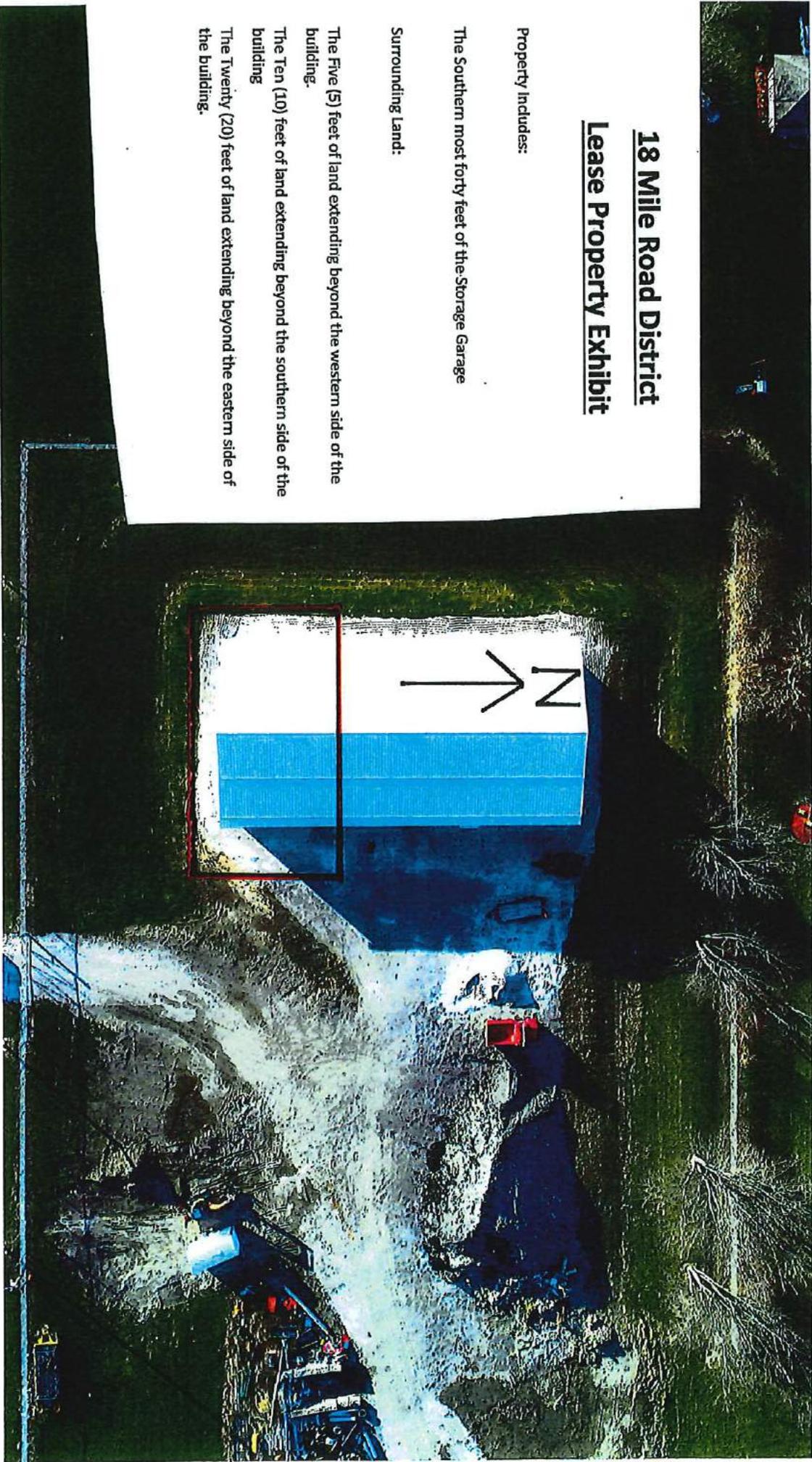
The Southern most forty feet of the Storage Garage

Surrounding Land:

The Five (5) feet of land extending beyond the western side of the building.

The Ten (10) feet of land extending beyond the southern side of the building

The Twenty (20) feet of land extending beyond the eastern side of the building.



## EXHIBIT D

### DESCRIPTION OF THE DISTRICT PERSONAL PROPERTY

#### Licensed Equipment

- One Ton dump/plow
- 2 ½ Ton dump/plow

#### Miscellaneous Tools

- Chain Saw
- Leaf Blower
- Weed Wacker
- Garden/Hand Tools
  - Shovels (2)
  - Rakes (2)
  - Wheel Barrel
  - Pitchfork
  - Broom

#### Reasonable & Shared Access to Village-owned Equipment:

- Bucket Truck
- Mowing Tractor
- Wheel Loader
- Sewer Jetter
- Backhoe
- Asphalt Roller
- Chipper
- Stump Grinder
- Street Sweeper
- Power Washer

**EXHIBIT E**  
**REAL ESTATE SALES CONTRACT**  
(attached)

## REAL ESTATE SALE CONTRACT

("Contract")

1. The Village of Homer Glen ("Purchaser") agrees to purchase at a price of Ten and No/100 Dollars (\$10.00) ("Purchase Price") on the terms set forth herein, the real estate in Will County, Illinois legally described in Exhibit 1 attached hereto and made a part hereof (collectively the "Property").
2. The Homer Township Road District ("Seller") agrees to sell the Property, at the Purchase Price and on the terms and the conditions set forth herein, and to convey or cause to be conveyed to Purchaser thereto by a recordable Quit Claim Deed ("Deed") subject to the "Permitted Exceptions" (as defined in the attached "Conditions and Stipulations" which are made a part hereof), together with the any and all personal property, including fixtures presently located thereon, which the Seller shall execute and deliver to Purchaser a bill of sale.
3. Prior to the conveyance of the Property to Purchaser, Purchaser, at its cost and expense, may obtain a survey of the Property ("Survey"), prepared by a surveyor licensed by the State of Illinois.

Upon approval of the Survey, the legal description in Exhibit 1 shall be automatically revised to be that of the legal description in the Survey and "Title Commitment" (as defined in the attached Conditions and Stipulations). At either party's request, any changes to the legal description shall be confirmed in writing signed by both parties.

4. The time of closing ("Closing") shall be on a date agreeable to the Purchaser and the Seller ("Closing Date"), at an agreeable location.
5. Simultaneous with the Closing, the parties shall enter into, and thereafter abide by, the "Lease" attached hereto and made a part hereof as Exhibit 2, for a portion of the Property.
6. Each party hereto hereby represents and warrants to the other that, in connection with this transaction, no third-party broker or finder has been engaged or consulted by it or, through such party's actions (or claiming through such party), is entitled to compensation as a consequence of this transaction. Each party hereby defends, indemnifies and holds the other harmless against any and all claims of brokers, finders or the like, and against the claims of all third parties claiming any right to a commission or compensation by or through acts of that party or that party's partners, agents or affiliates in connection with this Contract. Each party's indemnity obligations shall include all damages, losses, costs, liabilities and expenses, including reasonable attorney's fees, which may be incurred by the other in connection with all matters against which the other is being indemnified hereunder.
7. This Contract is subject to the Conditions and Stipulations set forth on the following pages, which Conditions and Stipulations are made a part of this Contract.
8. This Contract shall be deemed dated and become effective on the date that the Seller's President and Clerk sign this Contract, which date shall be the date stated next to their signature ("Effective Date").

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date next to their respective signature.

**SELLER:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Executed by Seller on

\_\_\_\_\_

**PURCHASER:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Executed by Purchaser on

\_\_\_\_\_

## CONDITIONS AND STIPULATIONS

1. Within \_\_\_\_\_ (\_\_\_\_) days of the Effective Date, Purchaser, at its cost and expense, shall obtain a title commitment issued by \_\_\_\_\_ ("Title Company"), in the amount of \_\_\_\_\_ (\$\_\_\_\_\_), with extended coverage over the standard exceptions 1 through 5, if Purchaser's requires extended coverage and at the Purchaser's cost ("Title Commitment"), together with copies of all underlying title documents listed in the Title Commitment ("Underlying Title Documents"), subject only to (i) covenants, conditions, restrictions and easements of record (ii) all applicable laws and ordinances affecting the Property, including but not limited to, zoning, subdivision, public health, environmental and building; (iii) public and private easements, recorded and unrecorded for utilities and drainage and other purposes over, under and upon the Property; (iv) the restrictions and reservations, if any, contained in the Deed; (v) 2020 and 2020 general real estate taxes not yet due and payable and subsequent years; and (vi) acts done or suffered by or judgments against Purchaser (collectively, the "Permitted Exceptions"). If the Title Commitment, Underlying Title Documents or the Survey (as hereinafter defined) disclose exceptions to title, which are not acceptable to Purchaser ("Unpermitted Exceptions"), Purchaser shall have thirty (30) days from the later of the delivery of the Title Commitment, the Underlying Title Documents and the Survey to object to the Unpermitted Exceptions. Purchaser shall provide Seller with a title and survey objection letter ("Purchaser's Objection Letter") listing those matters, which are not acceptable to Purchaser. Seller shall have thirty (30) days from the date of delivery of the Purchaser's Objection Letter ("Seller's Cure Period") to have the Unpermitted Exceptions removed from the Title Commitment or to cure such Unpermitted Exceptions or to have the Title Company commit to insure against loss or damage that may be occasioned by such Unpermitted Exceptions or to cure any Survey Defects, the time of Closing shall be extended thirty (30) days ("Extended Title Closing Date") after Purchaser's receipt of a proforma title policy ("Proforma Title Policy") reflecting the Title Company's commitment to insure the Unpermitted Exceptions. If Seller fails to have the Unpermitted Exceptions removed or in the alternative, to obtain a Title Commitment insuring the Unpermitted Exceptions or correcting the Survey Defects within the specified time, Purchaser may elect to either (i) terminate this Contract, or (ii) upon notice to Seller within ten (10) days after Purchaser's receipt of Seller's intention not to cure the Unpermitted Exceptions or Survey Defects, to take title as it then is with the right to deduct from the Purchase Price any liens or encumbrances of a definite or ascertainable amount which are listed in the Title Commitment. All Unpermitted Exceptions, which the Title Company commits to insure, shall be included within the definition of Permitted Exceptions. The Proforma Title Policy shall be conclusive evidence of good title as shown therein as to all matters insured by the Title Company, subject only to the Permitted Exceptions. If Purchaser does not so elect, this Contract shall become null and void without further action of the parties. The Seller shall pay the cost for any later date title commitments and Purchaser shall pay for the cost of the Proforma and later date to the Proforma Title Policy and any loan policy for Purchaser's Lender. Seller also shall furnish Purchaser an affidavit of title in customary form covering the date of closing and showing title in Seller subject only to the Permitted Exceptions and any Unpermitted Exceptions or defects in the title disclosed by the Survey, if any, as to which the title insurer commits to extend insurance in the manner specified in this Paragraph.
2. General land taxes shall be prorated as of the closing date on the basis of the prior year's taxes increased five percent (5%), unless the Seller has obtained an exemption for payment of real

estate taxes from the Department of Revenue, in which event, the Purchaser shall be responsible for payment of real estate taxes on the day of Closing through to and including December 31, 2021 and subsequent years.

3. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Contract.
4. This sale shall be closed through an escrow with the Title Company, in accordance with the general provisions of the usual form of Deed and Money Escrow Agreement then in use by the Title Company, with such special provisions inserted in the escrow agreement as may be required to conform with this Contract. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, payment of the Purchase Price and delivery of the Deed shall be made through the escrow. The cost of the escrow shall be divided equally between Seller and Purchaser.
5. Time is of the essence of this Contract.
6. Any and all notices, demands, consents and approvals required under this Contract shall be sent and deemed received: A) on the third business day after mailed by certified or registered mail, postage prepaid, return receipt requested, or B) on the next business day after deposit with a nationally-recognized overnight delivery service (such as Federal Express or Airborne) for guaranteed next business day delivery, or C) by facsimile transmission on the day of transmission, with the original notice together with the confirmation of transmission mailed by certified or registered mail, postage prepared, return receipt requested, if addressed to the parties as follows:

To Seller:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
ATTENTION: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
FAX: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

To Purchaser:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
ATTENTION: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
FAX: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

Either party hereto may change the name(s) and address(es) of the designee to whom notice shall be sent by giving written notice of such change to the other party hereto in the same manner, as all other notices are required to be delivered hereunder.

7. The parties acknowledge that as the Seller is a governmental entity, this transaction is exempt from any State, County or local real estate transfer tax pursuant to 35 ILCS 200/31-45(b). Seller is obligated to furnish completed Real Estate Transfer Declarations signed by Seller or Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois.
8. This Contract shall be deemed dated and become effective on the date that the authorized signatories of Seller shall sign the Contract, which date shall be the date provided next to the Seller's signature.
9. This Contract shall be subject to the terms and conditions of the "Amended and Restated Intergovernmental Agreement by and Between the Village of Homer Glen and the Homer Township Road District" dated December 9, 2020 ("IGA"), and, to the extent of any conflict between the terms of this Contract and said IGA, the terms of the IGA shall control.
10. This Contract and the Exhibit attached hereto, if any, and made a part hereof, or required hereby, embody the entire contract between the parties hereto with respect to the Real Estate and supersede any and all prior agreements and understandings, whether written or oral, and whether formal or informal. No extensions, changes, modifications or amendments to or of this Contract, of any kind whatsoever, shall be made or claimed by Seller or Purchaser, and no notices of any extension, change, modification or amendment made or claimed by Seller or Purchaser (except with respect to permitted unilateral waivers of conditions precedent by Purchaser) shall have any force or effect whatsoever unless the same shall be endorsed in writing and fully signed by Seller and Purchaser.
11. The following Exhibits, Schedules, Riders or attachments are hereby attached hereto and made a part hereof by reference:

Exhibit 1 – Legal Description of Property

Exhibit 2 – Lease

**EXHIBIT 1 TO REAL ESTATE SALES CONTRACT**

**Legal Description of Property**

The real property described in Exhibit B to the IGA

**EXHIBIT 2 TO REAL ESTATE SALES CONTRACT**

**LEASE**

Attached as Exhibit G to the IGA

**EXHIBIT F**  
**BILL OF SALE**  
(attached)

**BILL OF SALE**

The Homer Township Road District ("Seller") in consideration of Ten and No/100 Dollars (\$10.00), the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto the Village of Homer Glen, an Illinois home rule municipal corporation ("Buyer"), the personal property ("Personal Property") described in Exhibit 1 attached hereto and made a part hereof.

Seller hereby represents and warrants to Buyer that Seller is the absolute owner of the Personal Property and that Seller has full right, power and authority to sell the Personal Property and to make this Bill of Sale. **THE PERSONAL PROPERTY IS TRANSFERRED AS-IS, WHERE-IS, WITH NO REPRESENTATIONS, WARRANTIES OR GUARANTIES. FURTHER, ALL WARRANTIES OF QUALITY, FITNESS AND MERCHANTABILITY ARE HEREBY EXCLUDED.**

**IN WITNESS WHEREOF**, the undersigned has executed this Bill of Sale as of \_\_\_ day of \_\_\_\_\_, 2020.

**SELLER:**

**HOMER TOWNSHIP ROAD DISTRICT**

\_\_\_\_\_  
By: Michael DeVivo, Highway Commissioner

**SUBSCRIBED AND SWORN** to before me  
this \_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

**EXHIBIT 1 TO BILL OF SALE**

Description of the Personal Property

The personal property in Exhibit B to IGA

**EXHIBIT G**

**LEASE**

(attached)

**LEASE**

**THIS LEASE**, dated the \_\_\_ day of \_\_\_\_\_, 2021 ("Effective Date"), between the Village of Homer Glen, an Illinois home rule municipal corporation ("Landlord"), and the Homer Township Road District, an Illinois road district ("Tenant").

**WITNESSETH:**

**SECTION 1: PREMISES.** Landlord hereby leases to tenant the premises legally described and depicted on Exhibit A attached hereto and made a part hereof ("Premises").

**SECTION 2: TERM.** Tenant is hereby granted the right to have and to hold the Premises pursuant to the terms and conditions of this Lease for a defined term commencing at midnight on the Effective Date and ending at midnight on ten (10) years from the Effective Date. This Lease shall renew for additional ten (10) year periods unless terminated by the Tenant.

**SECTION 3: RENT.** Tenant covenants to pay Landlord, without previous demand therefor and without any set-off or deductions whatever, the amount of Ten and No/100 Dollars (\$10.00) for each Term, the receipt and sufficiency of which is acknowledged.

**SECTION 4: SECURITY DEPOSIT.** Tenant shall not make any security deposit with Landlord.

**SECTION 5: PAYMENTS TO LANDLORD.** All rental and other payments provided for in this Lease shall be payable to Landlord at Landlord's office, 14240 W. 151st Street, Homer Glen, Illinois 60491, or at such other place as Landlord shall, from time to time, direct in writing.

**SECTION 6: USE AND OPERATION.** Subject to and in accordance with all rules, regulations, laws, ordinances, statutes and requirements of all governmental authorities having jurisdiction over the Premises and any fire insurance rating organization, Tenant covenants and agrees that it shall use the Premises as an Illinois road district facility, for reasonably related accessory uses, and for no other purpose.

**SECTION 7: INSURANCE.** Tenant shall indemnify and save harmless the Landlord against any liabilities or claims for bodily injury or damage to persons or property caused by any acts done or omitted to be done by Tenant or any concessionaires or subtenants or their respective licensees, servants, contractors, invitees, visitors, officers, agents or employees in or about the Premises. During the Term of this Lease, Tenant agrees to obtain from a responsible insurance company, or companies, at its expense, insurance coverages of the type, in the amounts and subject to the conditions as set forth below:

General Liability:	\$500,000 per occurrence \$1,000,000 general aggregate
Umbrella:	\$1,000,000 per occurrence \$1,000,000 general aggregate (Umbrella coverage is over General Liability limits)

The Tenant shall at all times during the Term of the Lease furnish to the Landlord satisfactory proof of coverage of the above insurance requirements, by a reliable company or companies. Such proof shall consist of certificates executed by the respective insurance companies and filed with the Landlord. Said certificates shall contain a clause to the effect that, for the duration of the Lease, no insurance policy shall be canceled, expire or changed as to the amount of coverage without written notification at least thirty

(30) days in advance to the Landlord. In addition, said certificates shall list the Landlord and its elected officials, officers, agents and employees as additional insureds on all required insurance policies except the workers compensation policy, and said certificates shall clearly indicate that all insurance coverages provided by the Tenant are primary and non-contributory to any coverages maintained by the Landlord.

Each of the parties hereto hereby waives, releases and discharges the other party of and from all right of recovery against the other party by subrogation or otherwise, for any loss of or damage to the Premises or contents thereof wherein the parties are protected from such loss or damage by insurance provided that such waiver does not adversely affect either party's insurance protection.

**SECTION 8: NON-LIABILITY OF LANDLORD.** Landlord shall not be liable to Tenant for any injury or damage to Tenant or its property on the Premises occasioned by fire or other casualty, by leaking water, or by any defect in the Premises, except when caused through the negligent or intentional acts or omissions of Landlord or its officers, agents or employees.

**SECTION 9: FIRE OR OTHER CASUALTY.** In the event the Premises is substantially damaged by fire or other casualty, such as for example a flood, storm or lightning, to the extent that it is not useable by Tenant for its purposes, or the Premises is found to be structurally unsound and unsafe, Landlord shall restore the premises at its cost and expense.

**SECTION 10: DELIVERY OF POSSESSION UPON TERMINATION.** At the termination of the Term of this Lease, by lapse of time or otherwise, Tenant will yield up immediate possession of the Premises, to Landlord, in the same, or better, condition as

such improvements were in at the commencement of the Term, casualty damages and ordinary wear and tear excepted, and will return the keys therefor to Landlord at the place of payment of rent. If Tenant retains possession of the Premises or any part thereof after the termination of the Term by lapse of time or otherwise, said holding over shall create a tenancy at sufferance, at a rental of Five Hundred and No/100 Dollars (\$500.00) per day (as the same may be adjusted by the change in the Consumer Price Index from the date of this Lease to the end of the calendar year preceding the date of the holdover by Tenant), for the time Tenant remains in possession.

**SECTION 11: INDEMNITY.** Tenant agrees to indemnify and save Landlord, its officers, agents and employees harmless from and against any and all claims and demands (except such as result from the negligent or intentional acts or omissions of Landlord, or its officers, agents or employees) for, or in connection with, any accident, injury or damage whatsoever caused to any person or property arising, directly or indirectly, out of the use of the Premises by the Tenant, or arising directly or indirectly from any act or omission of Tenant or any concessionaire or subtenant of Tenant, or their respective licensees, servants, officers, agents, employees, invitees, or contractors, and from and against any and all costs, expenses and liabilities incurred in connection with any such claim or proceeding brought thereon.

**SECTION 12: DEFAULT.** Each of the following shall constitute an event of default ("Default") under this Lease:

(a) Tenant shall fail to continue to use the Premises in accordance with the use permitted under Section 6 of this Lease or shall use the Premises for a use or uses that are not permitted under the Lease, and in either case such event

continues for a period of thirty (30) days after Landlord provides written notice of same to Tenant;

(b) Tenant fails to perform any obligation or observe or perform any covenant of Tenant under this Lease, and such failure continues for a period of thirty (30) days after Landlord provides written notice of same to Tenant.

After the occurrence of a Default, Landlord may terminate Tenant's right to possession of the Premises, with or without any additional notice or demand whatsoever, and the mere retention of possession thereafter by Tenant shall constitute a forcible detainer of the Premises; and if the Landlord so elects, but not otherwise, and with or without notice of such election or any additional notice or demand whatsoever, this Lease shall thereupon terminate, and Landlord shall be entitled to take any action or pursue any remedy permitted under law or in equity.

**SECTION 13: REPAIRS, MAINTENANCE AND ALTERATIONS:**

**A. LANDLORD'S OBLIGATIONS:** In no event shall the Landlord have any responsibility for the repairs or maintenance of the Premises during the Term.

**B. TENANT'S OBLIGATIONS:** Tenant shall at its own cost and expense shall be responsible for the repair and maintenance of the Premises during the Term. Tenant shall place the Premises in a good and safe condition as of the end of the Term of this Lease.

**SECTION 14: TRADE FIXTURES.** Tenant shall have the right to remove fixtures, machinery, equipment appurtenances, and other property furnished or installed by Tenant or by Landlord on the Premises.

**SECTION 15: COVENANT AGAINST LIENS.** Tenant shall not do any act, or make any contract which may create or be the foundation for any lien or other encumbrance upon any interest of Landlord in any portion of the Premises. If, because of any act or omission (or alleged act or omission) of Tenant or its officers, agents or employees, any mechanic's or other lien, charge or order for the payment of money or other encumbrance shall be filed against Landlord or any portion of the Premises (whether or not such lien, charge, order or encumbrance is valid or enforceable as such), Tenant shall, at its own cost and expense, cause same to be discharged of record or bonded within ten (10) days after notice to Tenant of the filing thereof; and Tenant shall indemnify and save harmless Landlord against and from all costs, liabilities, suits, penalties, claims and demands, including reasonable counsel fees resulting therefrom. If Tenant fails to comply with the foregoing provisions, Landlord shall have the option of discharging or bonding any such lien, charge, order or encumbrance, and Tenant agrees to reimburse Landlord (as additional rent) with interest thereon promptly upon demand. All materialmen, contractors, artisans, mechanics, laborers and any other persons now or hereafter contracted with Tenant for the furnishing of any labor, services, materials, supplies or equipment with respect to any portion of the Premises, at any time from the date hereof until the end of the Term, are hereby charged with notice that they must look exclusively to Tenant to obtain payment for same.

**SECTION 16: ACCESS TO PREMISES.** Landlord and its designees shall have the right to enter upon the Premises at all hours without prior notice in the event of an emergency, and to enter upon the Premises at reasonable hours with reasonable notice

in all events other than an emergency to inspect the same, or to make repairs to the Premises.

**SECTION 17: ASSIGNMENT.** Tenant shall not sublet the Premises or any part thereof, nor assign, mortgage or otherwise encumber or dispose of this Lease or any interest therein, nor grant any concessions or licenses for the occupancy of the Premises, or any part thereof, except with the prior written consent of the Landlord. Notwithstanding any such permitted assignment, the Tenant nonetheless remains liable for the payment of rent and the performance of all other obligations of the Tenant and covenants under the Lease.

**SECTION 18: TENANT'S ADDITIONAL OBLIGATION.** Tenant agrees to comply with all laws, ordinances, rules and regulations of governmental authorities (including zoning laws and building codes) and insurance underwriters and any organization exercising similar functions affecting the Premises, but this subsection shall not be construed to require Tenant to comply with any such laws, ordinances, rules or regulations which require structural changes in or any repairs to the Premises unless the same are made necessary by any act, omission or work performed by Tenant or its officers, agents and employees or any concessionaire or subtenant of Tenant or their respective licensees, servants, officers, agents, employees, invitees or contractors.

**SECTION 19: UTILITIES.** Tenant agrees to pay promptly, as and when the same become due and payable, all charges for the cost of electric, natural gas, telephone, cable television, internet access services, garbage pick-up, water, sanitary sewer service, and all other utilities supplied to the Premises accrued during the Term of this Lease, which accounts shall all be placed in Tenant's name, to the fullest extent possible.

**SECTION 20: RIGHT TO CURE DEFAULTS.** If Tenant shall fails to comply fully with any of its obligations under this Lease (including, without limitation, its obligations to maintain various policies of insurance, comply with all laws, ordinances and regulations and pay bills for utilities), then Landlord shall have the right, at its option, after Tenant's rights to cure have expired, to cure such breach at Tenant's expense. Tenant agrees to reimburse Landlord (as additional rent) for all costs and expenses incurred as a result thereof, together with interest thereon, promptly upon demand.

**SECTION 21: QUIET ENJOYMENT.** Landlord covenants that upon Tenant paying the rent and performing and observing all of Tenant's other Lease obligations, Tenant may peaceably and quietly have, hold and enjoy the Premises for the Term.

**SECTION 22: RELATIONSHIP OF PARTIES.** Nothing contained in this Lease shall be construed to create the relationship of principal and agent, partnership, joint venture or any other relationship between the parties hereto other than the relationship of Landlord and Tenant.

**SECTION 23: NOTICES.** Every notice, approval, consent or other communication authorized or required by this Lease shall not be effective unless served in writing and sent by United States registered or certified mail, return receipt requested.

**SECTION 24: WAIVER.** One or more waivers of any covenant or condition by Landlord shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition, and the consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be construed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant.

**SECTION 25: ENTIRE AGREEMENT.** No oral statement or prior written matter shall have any force or effect all of which shall merge herein and be superseded hereby. No waiver of any provision of this Lease shall be effective unless in writing, signed by the waiving party. This Lease shall not be modified except by a writing subscribed by all parties. The invalidity or unenforceability of any provisions of this Lease shall not affect or impair any other provision. All captions herein are solely for convenience and shall not be given any legal effect.

Except as otherwise provided in this Lease, the covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective successors and assigns.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF,** the parties hereto have hereunto set their hands and seals.

**TENANT:**

**HOMER TOWNSHIP ROAD DISTRICT,**  
an Illinois road district

**LANDLORD:**

**VILLAGE OF HOMER GLEN,**  
an Illinois home rule municipal  
corporation

---

By: Michael DeVivo, Highway  
Commissioner

---

Name: George Yukich  
Title: Mayor

**ATTEST:**

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

Name: Christina Neitzke-Troiike

Title: Village Clerk

Date Tenant executed:  
\_\_\_\_\_, 2020

Date Landlord executed: \_\_\_\_\_  
\_\_\_\_\_, 2020

**EXHIBIT 1 TO LEASE**  
**DESCRIPTION AND DEPICTION OF THE PREMISES**

Attached as Exhibit C to IGA

**IN THE 12<sup>TH</sup> JUDICIAL CIRCUIT COURT  
WILL COUNTY, ILLINOIS**

**HOMER TOWNSHIP**, an Illinois )  
township, Sean Reilley, Maria Reilley )  
Rich Polaski, Quinn Polaski, Ed Kalas, )  
Margaret Sabo, Ellen Moriarty, )  
Kathleen Kruczek, individually and in her )  
official her capacity as Clerk of the Homer )  
Township Road District, Kolbe Kruczek, )  
Jacob Kruczek, Pamela Meyers, )  
Individually and in her official capacity as )  
Treasurer of the Homer Township Road )  
District and Supervisor of Homer Township, )  
Ethel Rodriquez, George Offord, Cheryl )  
Bromberek, Bill Bromberek, Denise )  
Clements, Roy Adcock, Laura Adcock, )  
James Kuzma, Karen Szykowski )  
and Tom Fijan, )

Plaintiffs, )

v. )

**VILLAGE OF HOMER GLEN**, )  
an Illinois municipal corporation, the )  
**HOMER TOWNSHIP ROAD** )  
**DISTRICT**, an Illinois special district, )  
**MIKE DE VIVO**, in his official capacity )  
as Homer Township Road District )  
Highway Commissioner, )

Defendants. )

2020 CH <sup>2020CH000808</sup>

**VERIFIED COMPLAINT FOR DECLARATORY JUDGMENT,  
PRELIMINARY AND PERMANENT INJUNCTION**

The Plaintiffs, Homer Township, an Illinois township, Sean Reilley, Maria Reilley, Rich Polaski, Quinn Polaski, Ed Kalas, Margaret Sabo, Ellen Moriarty, Kathleen Kruczek, Kolbe Kruczek, Jacob Kruczek, Pamela Meyers, Ethel Rodriquez, George Offord, Cheryl Bromberek, Bill Bromberek, Denise Clements, Roy Adcock, Laura Adcock, James Kuzma, Karen Szykowski, and Tom Fijan, by and through their attorneys, Ancel Glink, P.C., pursuant to 735 ILCS 5/11-101,

**Initial case management set for**  
4/6/2021 at 9:00 a.m.

**EXHIBIT**  
2

and for their Verified Complaint for Declaratory Judgment, a Preliminary Injunction and a Permanent Injunction to prevent the unlawful distribution of Homer Township Road District personal property and the unlawful jurisdictional transfer of Road District highways, all to the Village of Homer Glen, states as follows:

#### SUMMARY OF CASE

1. The Village of Homer Glen (“Village”) was incorporated on the premise that it would never assess a municipal property tax upon its residents. As a result, the Village lacks funding to provide vital operations for certain common services, such a public works department. The Village, instead, has been contracting with the Homer Township Road District to provide services for far less than what it would cost to provide those services directly by the Village. Because of the way property tax laws work, this was accomplished by the Road District imposing a tax and with the Road District retaining those funds that would otherwise be distributed by law to the Village and with tax dollars received from non-Homer Glen sources funding the difference.

2. Late last summer, the Village of Homer Glen informed Homer Township Supervisor Pam Meyers that it was going to seize the assets (equipment and real property) of the Homer Township Road District (“the Road District”) and that it had convinced the Township’s Highway Commissioner, Mike DeVivo, to simply give such assets to the Village through a transfer of “stewardship,” which is a term that the Village made up and not a process established by law. The Village and Highway Commissioner planned to do this without regard to the fact that the Road District is funded by, and actually serves the residents of the unincorporated area of Homer Township (the “Township”), as well as portions of the City of Lockport, and Villages of Lemont and New Lenox, who also pay taxes to the Road District in addition to the Village of Homer Glen. In exchange for the Highway Commissioner signing away these assets owned by the taxpayers,

the Village would give him a job with the Village. The conveyance of all of the Road District's assets to the Village would allow the Village to suddenly have a public works department that was subsidized, in part, by taxpayers in other jurisdictions.

3. The Township knew there was no legal mechanism to abolish the Road District by, essentially, giving it away to the Village, but that if the electors of the Road District wanted to abolish it, they could do so by referendum. Accordingly, the Township Board placed the question of the abolition of the Homer Township Road District on the ballot for the November 3, 2020, election to determine the will of the electors.

4. On November 3, 2020, the electors overwhelmingly voted not to dissolve the road district with a vote of 11,632 no votes (approximately 56%) to 9,127 yes votes (approximately 44%).

5. Notwithstanding this vote, and in a deliberate and unlawful attempt to circumvent the will of the voters, the Village of Homer Glen and the Homer Township Highway Commissioner, Mike DeVivo, have fast tracked their efforts to gift the Road District's assets to the Village. This lawsuit seeks a declaration that such action is unlawful, and a permanent injunction to prevent the illegal transfer.

#### **PARTIES**

6. Plaintiff Homer Township (the "Township") is an Illinois township located in Will County, Illinois. Homer Township is comprised of unincorporated territory and all or parts of the City of Lockport, Village of Homer Glen, the Village of Lemont and Village of New Lenox. The Township is responsible for approval of the Road District's budget and levy, as well as of all expenditures of Road District funds.

7. Sean and Maria Reilley are residents and taxpayers of unincorporated Homer Township and reside at 14559 S. 136th Avenue, Lockport, IL 60441.

8. Roy and Laura Adcock are residents and taxpayers of unincorporated Homer Township and reside at 16356 W. 146<sup>th</sup> Place, Lockport, IL 60441.

9. James Kuzma is a resident and taxpayer of unincorporated Homer Township and resides at 14633 S. 135<sup>th</sup> Avenue, Lockport, IL 60041.

10. Karen Szyndowski is a resident and taxpayer of unincorporated Homer Township and resides at 16001 S. Codo Drive, Lockport, IL 60441.

11. Tom Fijan is a resident and taxpayer of unincorporated Homer Township and resides at 16133 W. 151<sup>st</sup> Street, Homer Glen, IL 60491.

12. Ethel Rodriquez is a resident and taxpayer of unincorporated Homer Township and resides at 13950 Citation Drive, Orland Park, IL 60467.

13. George Offord and Denise Clements are residents and taxpayers of Homer Township and the City of Lockport and reside at 16953 Mohican Drive, Lockport, IL 60491.

14. Cheryl Bromberek and Bill Bromberek are residents and taxpayers of Homer Township and the City of Lockport and reside at 16355 W. 146<sup>th</sup> Place, Lockport, IL 60491.

15. Rich Polaski and Quinn Polaski are residents and taxpayers of Homer Township and the Village of Homer Glen and reside at 13841 S. Twin Oaks Court, Homer Glen, IL 60491.

16. Kathleen Kruczek, Kolbe Kruczek and Jacob Kruczek are residents and taxpayers of Homer Township and the Village of Homer Glen and reside at 13456 Maverick Trail, Homer Glen, IL 60491. Kathleen Kruczek is also the Township Clerk of Homer Township and the Clerk of the Homer Township Road District. In such capacity, she is responsible for attesting to all payouts of Road District funds.

17. Ed Kalas is a resident and taxpayer of Homer Township and the Village of Homer Glen and resides at 14712 Cricketwood Court, Homer Glen, IL 60491.

18. Margaret Sabo is a resident and taxpayer of Homer Township and the Village of Homer Glen and resides at 15340 S. Mallard, Homer Glen, IL 60491.

19. Ellen Moriarty is a resident and taxpayer of Homer Township and the Village of Homer Glen and resides at 13841 S. Twin Oaks Court, Homer Glen, IL 60491.

20. Pamela Meyers is a resident and taxpayer of Homer Township and the Village of Homer Glen and resides at 17709 Larkspur Court, Homer Glen, IL 60491. Pamela Meyers is also the Township Supervisor of Homer Township and the Treasurer of the Homer Township Road District.

21. Mike De Vivo (“De Vivo”) is the Homer Township Highway Commissioner. Per law, he is an official of plaintiff Homer Township.

22. The Village of Homer Glen (“Village”) is an Illinois municipal corporation located in Will County, Illinois.

#### **ALLEGATIONS COMMON TO ALL COUNTS**

23. Homer Township Road District (“Road District”) is coterminous with Homer Township and serves the same constituents.

24. The Road District is a road district comprised of a single township in a county having township organization.

25. Each township in Will County is considered and is called a road district for all purposes relating to the construction, repair, maintenance, financing and supervision of township roads.

26. Homer Township includes territory within the municipalities of the Village of Homer Glen, the City of Lockport, the Village of Lemont and the Village of New Lenox.

27. Defendant De Vivo, the township highway commissioner, is a township official of Plaintiff, Homer Township.

28. Plaintiff Homer Township has statutory oversight obligations over the Defendant Homer Township Road District, which include approving the Road District's budget, levy and the approval of all expenditures made by the Road District.

29. The resident Plaintiffs and taxpayers of each aforesaid municipality all pay taxes to the Road District. As a result, the resident Plaintiffs and taxpayers in all four municipalities have paid for the Road District's property through taxation, in addition to the taxpayers in the Township who live in the areas that are not incorporated into a municipality.

30. The resident Plaintiffs and taxpayers each have an interest in the strict application of the law and each seeks to avoid the misappropriation of Road District property.

31. The sale of surplus personal property of the Road District can be approved only by the township electors. 60 ILCS 1/30-50.

32. The Homer Township Board passed a resolution declaring that the property owned by the Road District is not surplus property. *See Resolution of Homer Township*, attached hereto as **Exhibit C**.

33. The Road District's equipment and materials used to construct, maintain and repair the highways in the township road system are personal property.

34. The Road District's equipment and materials are actively used to construct, maintain and repair the highways in the Township's road system. *See Affidavit of Pamela Meyers*, attached hereto as **Exhibit A**.

35. The electors of Homer Township Road District have not declared any of the Road District's property as surplus nor authorized the sale of any surplus personal property. *See Affidavit of Pamela Meyers*, attached hereto as **Exhibit A**.

36. Section 2-103 of the Highway Code states in pertinent part, "[t]he township and district road system includes all rural roads to which this Code applies under Section 1-103 and which are not a part of the State highway system, county highway system or municipal street system." 605 ILCS 5/2-103.

37. Section 2-104 of the Highway Code states in pertinent part, "The municipal street system of the several municipalities includes existing streets and streets hereafter established in municipalities which are not a part of the State highway system or county highway system." 605 ILCS 5/2-104.

38. Section 2-205 of the Highway Code states a Township road is, "any highway that is part of the township and district road system described in Section 2-103 and which, under the provisions of this Code, is under the immediate jurisdiction of a road district comprised of a single township in a county having township organization."

39. The Village already has jurisdiction over the highways located in the Village's highway system.

40. The Road District does not have jurisdiction over the highways located in the Village's highway system. 605 ILCS 5/6-203.

41. The Road District has jurisdiction over the highways located within Homer Township which are not State, County or municipal highways.

42. The Village does not have jurisdiction over any highways located outside its municipal boundaries.

43. The Defendant Highway Commissioner has indicated that he intends to declare that all of the Road District's assets, which were paid for by the Road District's taxpayers, are "surplus" for purposes giving all of the Road District's assets to the Village of Homer Glen for free or for rates far below market value.

44. At the November 3, 2020 general election, voters of the Homer Township Road District voted that the Road District should not be lawfully dissolved in accordance with the law.

45. The election of Township officers is scheduled for April 6, 2021. At that time, the office of Highway Commissioner will be elected. Upon information and belief, De Vivo and the Village seek to effectuate their transfer of all assets and property prior to the April 6, 2021 election so that any newly-elected Highway Commissioner would not be able to operate the Road District with its current assets and property

**COUNT I –  
DECLARATORY JUDGMENT THAT THE HOMER  
TOWNSHIP HIGHWAY COMMISSIONER DOES NOT HAVE  
INDEPENDENT AUTHORITY TO SELL OR CONVEY ROAD DISTRICT  
EQUIPMENT TO THE VILLAGE OF HOMER GLEN**

46. The Township realleges paragraphs 1 through 45 and incorporates the same as though fully restated herein.

47. On September 23rd, the Village unanimously adopted Resolution 20-009, A Resolution in Support of the Jurisdictional Transfer of Stewardship, including Real Estate and Assets, of the Homer Township Road District (HTRD) to the Village of Homer Glen (VHG) (the "Transfer Resolution"). A copy of the Transfer Resolution is attached hereto as **Exhibit B**.

48. The Transfer Resolution expresses an intent for the Village to acquire the real estate and personal property of the Road District for the purpose of operating its own public works department.

49. On October 12, 2020, the Village of Homer Glen held a public meeting regarding the transfer of stewardship between the Homer Township Road District and Village Of Homer Glen (the “October 12 Meeting”).

50. During the October 12 Meeting, George Yukich, Mayor of Homer Glen, expressed the Village’s intent to operate an independent public works department with the real estate and personal property of the Homer Township Road District.

51. During the October 12 Meeting, the Village staff made a presentation which expressed, “The final transfer of the real estate and assets will occur in the Spring of 2021.”

52. The Village staff presentation further stated, “State statute requires all taxing bodies to set their levy by the end of the calendar year. This means the Village Board must set the levy for next year, by mid-December of this year (2020).”

53. During the October 12 meeting, De Vivo expressed his intent to convey the Road District’s real estate and personal property to the Village of Homer Glen.

54. While all of the assets and real property of the Road District are being used for Road District purposes and would not properly be characterized as “surplus,” De Vivo has stated that he intends to declare the assets and real property of the Road District as “surplus” for purposes of giving them away to the Village.

55. On information and belief, the Village has promised De Vivo employment by the Village in a position within the Village’s own public works department.

56. De Vivo does not have authority to give away the Road District’s personal property or to convey it for less than market value in this manner.

57. Despite De Vivo’s lack of authority, there is real and present conspiracy for the Village to take the Road District’s personal property without any consideration, and to convert

such property that has been funded in part by non-Homer Glen taxpayers so the Village can operate its own public works department subsidized, in part, by non-Homer Glen taxpayers.

WHEREFORE, the Township respectfully prays for this Court to enter an order:

- A. Declaring the Road District's personal property is not surplus;
- B. Declaring that only the Road District's electors have authority to approve the sale of Road District personal property;
- C. Declaring that De Vivo does not have authority to sell or convey Road District personal property; and
- D. Enjoining De Vivo and the Village from engaging in a conspiracy to take the Road District's personal property to organize and operate the Village's public works department.

**COUNT II – DECLARATORY JUDGMENT THAT THE VILLAGE OF HOMER GLEN DOES NOT HAVE JURISDICTION OVER THE HIGHWAYS IN UNINCORPORATED HOMER TOWNSHIP**

58. The Township realleges paragraphs 1 through 48 and incorporates the same as though fully restated herein.

59. The transfer of land rights associated with a highway is separate and distinct from a jurisdictional transfer. A jurisdictional transfer does not automatically occur with a transfer of land rights. *See Highway Jurisdiction Guidelines for Highway and Street Systems*, Illinois Department of Transportation, Bureau of Local Roads and Streets (March 2006) (the "Highway Jurisdiction Guide").

60. When an agency has jurisdiction of a street or highway, that agency is responsible for the upkeep of that highway, including reconstruction, signing, maintenance, etc. All of these responsibilities remain with the agency until the jurisdiction is transferred to another highway authority.

61. The Illinois Department of Transportation (IDOT) supervises all jurisdictional transfers of highways.

62. When processing jurisdictional transfers, IDOT requests concurrence from the adjoining highway authorities since the jurisdictional transfer could have an impact on them; in addition, this also ensures that the adjoining entity is aware of the change in jurisdiction for future interaction.

63. The Village of New Lenox, the Village of Lemont, the City of Lockport have not concurred in the jurisdictional transfer of the highways in the township road system from the Road District to the Village.

64. The Village and the Road District have failed to undertake the steps required by IDOT to affect a jurisdictional transfer of the highways in the township road system from the Road District to the Village.

WHEREFORE, the Township respectfully prays for this Court to enter an order:

- A. Declaring that the Homer Glen Road District has jurisdiction over all the highways in the unincorporated territory within Homer Township;
- B. Declaring the Village of Homer Glen does not have jurisdiction over the highways in the unincorporated territory within Homer Township;
- C. Preventing the sale or transfer of the Road District's real estate to the Village of Homer Glen or declaring that any such sale or transfer will not result in a jurisdictional transfer of the highways in the township road system to the Village of Homer Glen; and
- D. Enjoining the Village of Homer Glen from exercising any jurisdiction over the highways in the unincorporated territory within Homer Township.

**COUNT III – PRELIMINARY AND PERMANENT INJUNCTION AGAINST  
THE ILLEGAL PURCHASE AND SALE OF ROAD DISTRICT PROPERTY**

65. The Township realleges paragraphs 1 through 64 and incorporates the same as though fully restated herein.

66. The Plaintiffs have a clearly ascertainable right to the continued operation of the Road District as an Illinois special district, including the provision of road and related services to constituents, and the retention of ownership Road District property which has been paid for with taxes collected, in part, from non-Homer Glen taxpayers.

67. The Plaintiffs have a clearly ascertainable right to the strict enforcement of the Illinois Township Code and the Illinois Highway Code, including the substantive and procedural requirements preceding the sale of Road District property.

68. The Plaintiffs' right to enforce the Illinois Township Code and the Illinois Highway Code to prevent an unlawful dissolution of the Road District and to retain ownership of Road District property is in need of immediate protection from the illegal conspiracy undertaken by the Village and DeVivo to seize the Road District's property in a manner not authorized by law.

69. The Village's unlawful seizure of the Road District's property will cause irreparable harm to the Plaintiffs insofar as the Road District will be rendered completely incapable of performing its statutory duties to construct, maintain and repair the highways in the township road system.

70. The Plaintiffs have no legal remedy for the Road District being rendered completely incapable of performing its statutory duties to construct, maintain and repair the highways in the township road system.

71. The balancing of the equities favors the Plaintiffs because the Defendants are attempting to (a) take assets of the Road District which were paid for, in part, by taxpayers outside

of the Village of Homer Glen and convey them for less than fair market value to the Village, and (b) cause a de facto dissolution of the Road District, which has a statutory duty to perform road functions within its jurisdiction, which includes areas outside of the Village.

72. For the reasons described herein, the Plaintiffs have a likelihood of success on the merits because Village and DeVivo are attempting the transfer title to the Road District's property and to abolish the Road District in a manner not recognized by law and against the will of the electorate as expressed in the November 3, 2020 election.

WHEREFORE, the Plaintiffs respectfully pray this Court enters an order granting a preliminary and permanent injunction against the purchase, sale or transfer of any Road District property by DeVivo and the Village.

Respectfully submitted,

HOMER TOWNSHIP



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One of its attorneys

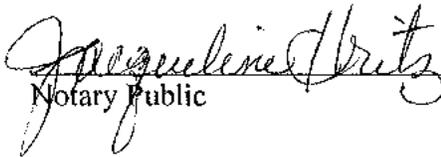
Adam B. Simon, #6243892  
[asimon@ancelglink.com](mailto:asimon@ancelglink.com)  
Keri-Lyn J. Krafthefer, #6199188  
[kkrafthefer@ancelglink.com](mailto:kkrafthefer@ancelglink.com)  
ANCEL, GLINK, P.C.  
140 South Dearborn Street, Sixth Floor  
Chicago, Illinois 60603  
(312) 604-9126  
(312) 782-0943 Fax

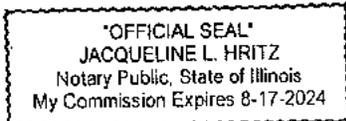
**VERIFICATION BY CERTIFICATION**

Under penalties provided by Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in the attached instruments are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.

  
Pamela Meyers

Subscribed and sworn to before me this 9<sup>th</sup> Day of December, 2020.

  
Notary Public



**EXHIBIT A**

**AFFIDAVIT OF PAMELA MEYERS**

STATE OF ILLINOIS )

COUNTY OF WILL )

**AFFIDAVIT**

I, Pamela Meyers, being under penalties provided by Section 1-109 of the Code of Civil Procedure, depose and state as follows:

1. I am a resident and taxpayer of Homer Township and the Village of Homer Glen and reside at 17709 Larkspur Court, Homer Glen, IL 60491.

2. I am the Supervisor of Homer Township.

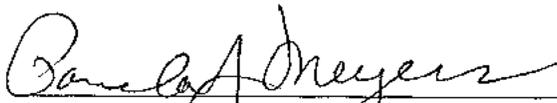
3. As Supervisor of Homer Township, I am the ex-officio treasurer for the Homer Township Road District.

4. As treasurer of the Homer Township Road District I have personal knowledge of the use and depreciation of Road District property.

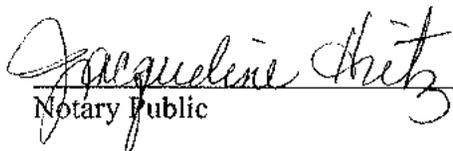
5. The Road District's property is currently actively used to construct, maintain and repair the highways in the township road system.

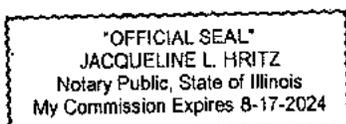
6. The electors of Homer Township Road District have not declared any Road District property as surplus nor authorized the sale of any Road District surplus personal property.

AFFIANT FURTHER SAYETH NAUGHT.

  
\_\_\_\_\_  
Pamela Meyers, Supervisor  
Homer Township

Subscribed and sworn to before me this 9<sup>th</sup> Day of December, 2020.

  
\_\_\_\_\_  
Notary Public



**EXHIBIT B**

**A Resolution in Support of the Jurisdictional Transfer of Stewardship, including Real Estate and Assets, of the Homer Township Road District (HTRD) to the Village of Homer Glen (VHG)**

---

**THE VILLAGE OF HOMER GLEN**  
**WILL COUNTY, ILLINOIS**

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**RESOLUTION**  
**NUMBER 20-009**

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**A RESOLUTION IN SUPPORT OF THE JURISDICTIONAL  
TRANSFER OF STEWARDSHIP, INCLUDING REAL ESTATE  
AND ASSETS, OF THE HOMER TOWNSHIP ROAD DISTRICT  
TO THE VILLAGE OF HOMER GLEN**

---

**GEORGE YUKICH, Village President**  
**CHRISTINA NEITZKE-TROIKE, Village Clerk**

**BROQUE BACKAL**  
**CARLO CAPRIO**  
**KEITH GRAY**  
**RUBEN PAZMINO**  
**BETH RODGERS**  
**SHARON SWEAS**

**Trustees**

## **RESOLUTION NO. 20-009**

---

### **A RESOLUTION IN SUPPORT OF THE JURISDICTIONAL TRANSFER OF STEWARDSHIP, INCLUDING REAL ESTATE AND ASSETS, OF THE HOMER TOWNSHIP ROAD DISTRICT TO THE VILLAGE OF HOMER GLEN**

WHEREAS, the Village of Homer Glen was incorporated on April 17, 2001; and upon incorporation, the Village was given ownership and stewardship of publicly owned assets, including public roads and rights-of-way within the new corporate boundaries; and

WHEREAS, the Village of Homer Glen, as a young village, entered into an Intergovernmental Agreement in 2003 with the Homer Township Road District to maintain and regulate the roads within the Village in substantially the same manner as before incorporation; and

WHEREAS, the Village of Homer Glen, Will County, Illinois (the "Village") is a home rule municipality pursuant to Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs (the "Home Rule Powers"); and

WHEREAS, the home rule status was approved via voter referendum on November 7, 2012 which demonstrated the strong public support of the Village of Homer Glen and the desire of its residents to control its own future and destiny; and

WHEREAS, over the past twenty years, the Village of Homer Glen and the Homer Township Road District have collaborated and worked together for the betterment of our residents and businesses; and

WHEREAS, the Village has continued to grow and evolve into the strong and self-sufficient village it is today; which now includes over 157 miles of village-owned streets and assets; and

WHEREAS, the unincorporated areas of Homer Township now comprise only approximately 18 miles of streets and will continue to decrease into the future; and

WHEREAS, the City of Lockport residents who reside within Homer Township have been paying road and bridge taxes to the Township without receiving full and fair services; and

WHEREAS, the Village of Homer Glen, Homer Township Road District, and the City of Lockport agree this is not fair government representation or taxation; and

WHEREAS, the Village will continue to grow, build and develop into the future, including the construction and maintenance of additional new roads, sidewalks, trails and other public infrastructure; and

WHEREAS, both the Homer Township Road Commissioner and the Homer Glen Village Board agree the Village should control its own future, including the planning, maintenance, budgeting,

and construction of its own public infrastructure - both present and future; and

WHEREAS, the Illinois Highway Code grants road districts the authority to exercise all the powers granted in the code, and specifically authorizes road districts to acquire by purchase, gift or legacy, and to hold property, both real and personal, for the use of its inhabitants, and again to sell and convey the same, and to make all such contracts as may be necessary in the exercise of the powers of the district (605 ILCS 5/6-107); and

WHEREAS, Illinois Highway Code allows for a road district to sell its surplus real estate and its idle personal property to a municipality. Specifically, Section 6-201.10 of the Illinois Highway Code grants commissioners of road districts “Authority to make agreements with the highway commissioner of any other road district or with the corporate authorities of any municipality located in the same county or in an adjoining county or with the county board of the county in which such road district is located or of any adjoining county, for the lease or exchange of idle machinery, equipment or tools belonging to the district, upon such terms and conditions as may be mutually agreed upon”; and

WHEREAS, the Illinois Local Government Property Transfer Act provides the legal mechanism for certain units of governments to transfer real estate between one another; and

WHEREAS, both the Village of Homer Glen and Homer Township Road District are units of governments and as such can employ the Illinois Local Government Property Transfer Act as the legal mechanism to accomplish the voluntary transfer of property between both governmental units; and

WHEREAS, the Illinois Highway Code can be employed as the legal mechanism to transfer the surplus real estate and personal property from the Homer Township Road District to the Village of Homer Glen;

NOW, THEREFORE, BE IT ORDAINED by the Village President and Village Board of Trustees of the Village of Homer Glen, Will County, Illinois. By and through its Home Rule Powers, as follows:

**Section 1: Recitals**

The foregoing recitals are hereby incorporated into this Resolution as if fully set forth herein.

**Section 2: Transfer of Stewardship Process**

The Village of Homer Glen intends to pursue the transfer of stewardship of the Township Road District. The Village commits to work collaboratively with all of the impacted parties to ensure a balanced and equitable transfer. These impacted parties include, but are not limited to, the City of Lockport and its residents residing within Homer Township, the unincorporated residents of Homer Township, the Homer Township Road District, the Homer Township Board and most importantly, the residents of the Village of Homer Glen.

**Section 4: Setting the Date for Public Informational Meetings**

The Village of Homer Glen hereby schedules the following public information meetings for the purpose of discussing the proposed transfer of stewardship:

October 6, 2020 – 7pm at Village Hall – 14240 W. 151<sup>st</sup> Street

October 12, 2020 – 7pm at Village Hall - 14240 W. 151<sup>st</sup> Street

These meetings will be open to the public to attend and will also be accessible via Zoom. Those in attendance will be required to wear face masks and adhere to social distancing requirements.

**Section 3: Effective Date**

This Resolution shall be in full force and in effect upon date of approval.

*The remainder of this page intentionally left blank*

Adopted this 23<sup>rd</sup> day of September pursuant to a roll call vote as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSENT</b>	<b>PRESENT</b>
Backal				
Caprio				
Gray				
Pazmino				
Rodgers				
Sweas				
Yukich (Village President)				
<b>TOTAL</b>				

**APPROVED** by the Village President on September 23, 2020.

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George Yukich  
Village President

ATTEST:

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Christina Neitzke-Troiike  
Village Clerk

**EXHIBIT C**

**RESOLUTION NO. HT2020-10-05-RES1**

**A RESOLUTION DECLARING THAT ALL REAL AND PERSONAL  
PROPERTY OF THE HOMER TOWNSHIP ROAD DISTRICT  
IS ESSENTIAL AND NOT SURPLUS PROPERTY**

**RESOLUTION NO. HT2020-10-05-RES1**

**A RESOLUTION DECLARING THAT ALL REAL AND PERSONAL  
PROPERTY OF THE HOMER TOWNSHIP ROAD DISTRICT  
IS ESSENTIAL AND NOT SURPLUS PROPERTY**

Whereas, Section 6-134 of the Illinois Highway Code, 605 ILCS 5/6-134, authorizes the board of trustees of any township located in a county with less than 3,000,000 inhabitants to, by resolution, submit a proposition to abolish the road district of that township to the electors at a general election or consolidated election; and

Whereas, the Board of Trustees (“Board”) of the Township of Homer (“Township”) has placed a question on the ballot for the November 3, 2020 election pursuant to Section 6-134 to determine whether the electors want to abolish the road district and;

Whereas, the assets of the Homer Township Road District include both real property and personal property that has been paid for by all of the taxpayers in the Road District, including taxpayers in Lockport, New Lenox, Lemont, Homer Glen and residents in the unincorporated areas of the Township; and

Whereas, the Homer Township Highway Commissioner has indicated that he intends to give all of the Road District’s assets to the Village of Homer Glen, thereby abolishing the Homer Township Road District himself without regard to the will of the voters, and without transparency or accountability, and without regard to the other taxpayers who purchased the property; and

Whereas, the real property and person property currently owned by the Homer Township Road District are essential to the performance of the Road District’s functions, either by the Road District or the Township in the event that the referendum passes; and

Whereas, the Highway Commissioner has no legal ability whatsoever to give away essential real property or personal property owned by the Road District, nor to declare such property as surplus as an artifice and sham as a means to convey the property to the Village of Homer Glen when the property really is not surplus property; and

Whereas, Section 30-50 of the Illinois Township Code specifies, in part, that the Township Board has the ability to determine whether road district property is surplus.

**Now, Therefore, Be It Resolved** by the Board of Trustees of Township of Homer, Will County, Illinois, as follows:

*Section 1. Incorporation of Preambles.* The Board hereby finds that all of the recitals contained in the preambles to this Resolution are full, true and correct and does incorporate them into this Resolution by this reference.

*Section 2. Declaration regarding Road District Property.* The Township Board hereby finds that all property owned by the Road District, whether real or personal, is necessary

to perform the current legal obligations of the Road District and, therefore, all real property and personal property owned by the Homer Township Road District is not surplus property and is essential to maintain.

**Section 3. Severability.** If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

**Section 4. Repealer and Effective Date.** All ordinances, orders and resolutions and parts thereof in conflict herewith be and the same are hereby repealed, and this Resolution be in full force and effect forthwith upon its adoption.

Adopted:

This 5<sup>th</sup> day of October 2020

APPROVED by Township Supervisor

This



Pamela J. Meyers, Supervisor, Township of Homer

ATTEST:



Kathy Kruczek, Clerk, Township of Homer

Township of Homer Trustees	Aye	Nay	Abstain	Absent
Tom Fijian Trustee	✓			
Ed Kalas Trustee	✓			
John Kruczek Trustee	✓			
George Offord Trustee			✓	
Pamela J. Meyers Township Supervisor	✓			

**IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT  
WILL COUNTY, ILLINOIS**

**HOMER TOWNSHIP**, an Illinois )  
township, Sean Reilley, Maria Reilley )  
Rich Polaski, Quinn Polaski, Ed Kalas, )  
Margaret Sabo, Ellen Moriarty, )  
Kathleen Kruczek, individually and in her )  
official her capacity as Clerk of the Homer )  
Township Road District, Kolbe Kruczek, )  
Jacob Kruczek, Pamela Meyers, )  
Individually and in her official capacity as )  
Treasurer of the Homer Township Road )  
District and Supervisor of Homer Township, )  
Ethel Rodriquez, George Offord, Cheryl )  
Bromberek, Bill Bromberek, Denise )  
Clements, Roy Adcock, Laura Adcock, )  
James Kuzma, Karen Szykowski )  
and Tom Fijan, )

Plaintiffs, )

v. )

**VILLAGE OF HOMER GLEN**, an Illinois )  
Municipal Corporation, the **HOMER** )  
**TOWNSHIP ROAD DISTRICT**, an Illinois )  
Special District, **MIKE DE VIVO**, in his )  
Official capacity as Homer Township Road )  
District Highway Commissioner, )  
**Defendants.** )

Case No. 2020 CH 808

**HOMER TOWNSHIP ROAD DISTRICT’S AND MIKE DE VIVO’S ANSWER TO THE  
PLAINTIFFS’ VERIFIED COMPLAINT FOR DECLARATORY JUDGMENT,  
PRELIMINARY AND PERMANENT INJUNCTION**

NOW COMES, the HOMER TOWNSHIP ROAD DISTRICT and MIKE DE VIVO  
(collectively the “Road District Defendants”), by and through their attorneys, KLEIN, THORPE

AND JENKINS, LTD., and for their Answer to Plaintiffs' Verified Complaint for Declaratory Judgment, Preliminary and Permanent Injunction, hereby states as follows:

1. The Village of Homer Glen ("Village") was incorporated on the premise that it would never assess a municipal property tax upon its residents. As a result, the Village lacks funding to provide vital operations for certain common services, such a public works department. The Village, instead, has been contracting with the Homer Township Road District to provide services for far less than what it would cost to provide those services directly by the Village. Because of the way property tax laws work, this was accomplished by the Road District imposing a tax and with the Road District retaining those funds that would otherwise be distributed by law to the Village and with tax dollars received from non-Homer Glen sources funding the difference.

**ANSWER:** The Road District Defendants admit that they have entered into an Intergovernmental Agreement with the Village of Homer Glen to provide services. The Road District Defendants deny the remaining allegations contained in Paragraph 1 of Plaintiff's Complaint.

2. Late last summer, the Village of Homer Glen informed Homer Township Supervisor Pam Meyers that it was going to seize the assets (equipment and real property) of the Homer Township Road District ("the Road District") and that it had convinced the Township's Highway Commissioner, Mike DeVivo, to simply give such assets to the Village through a transfer of "stewardship," which is a term that the Village made up and not a process established by law. The Village and Highway Commissioner planned to do this without regard to the fact that the Road District is funded by, and actually serves the residents of the unincorporated area of Homer Township (the "Township"), as well as portions of the City of Lockport, and Villages of Lemont

and New Lenox, who also pay taxes to the Road District in addition to the Village of Homer Glen. In exchange for the Highway Commissioner signing away these assets owned by the taxpayers, the Village would give him a job with the Village. The conveyance of all of the Road District's assets to the Village would allow the Village to suddenly have a public works department that was subsidized, in part, by taxpayers in other jurisdictions.

**ANSWER:** The Road District Defendants deny the allegations contained in Paragraph 2 of Plaintiff's Complaint.

3. The Township knew there was no legal mechanism to abolish the Road District by, essentially, giving it away to the Village, but that if the electors of the Road District wanted to abolish it, they could do so by referendum. Accordingly, the Township Board placed the question of the abolition of the Homer Township Road District on the ballot for the November 3, 2020, election to determine the will of the electors.

**ANSWER:** The Road District Defendants deny the allegations contained in Paragraph 3 of Plaintiff's Complaint.

4. On November 3, 2020, the electors overwhelmingly voted not to dissolve the road district with a vote of 11,632 no votes (approximately 56%) to 9,127 yes votes (approximately 44%).

**ANSWER:** The Road District Defendants admit the allegations contained in Paragraph 4 of Plaintiff's Complaint.

5. Notwithstanding this vote, and in a deliberate and unlawful attempt to circumvent the will of the voters, the Village of Homer Glen and the Homer Township Highway Commissioner, Mike DeVivo, have fast tracked their efforts to gift the Road District's assets to

the Village. This lawsuit seeks a declaration that such action is unlawful, and a permanent injunction to prevent the illegal transfer.

**ANSWER:** The Road District Defendants deny the allegations contained in Paragraph 5 of Plaintiff's Complaint.

### **PARTIES**

6. Plaintiff Homer Township (the "Township") is an Illinois township located in Will County, Illinois. Homer Township is comprised of unincorporated territory and all or parts of the City of Lockport, Village of Homer Glen, the Village of Lemont and Village of New Lenox. The Township is responsible for approval of the Road District's budget and levy, as well as of all expenditures of Road District funds.

**ANSWER:** The Road District Defendants admit the allegations contained in first and second sentences of Paragraph 6 of Plaintiff's Complaint. The third sentence contains legal conclusions that require no response.

7. Sean and Maria Reilley are residents and taxpayers of unincorporated Homer Township and reside at 14559 S. 136th Avenue, Lockport, IL 60441.

**ANSWER:** The Road District Defendants lack sufficient information with which to admit or deny the allegations contained in Paragraph 7 of Plaintiff's Complaint, and therefore deny the same.

8. Roy and Laura Adcock are residents and taxpayers of unincorporated Homer Township and reside at 16356 W. 146<sup>th</sup> Place, Lockport, IL 60441.

**ANSWER:** The Road District Defendants lack sufficient information with which to admit or deny the allegations contained in Paragraph 8 of Plaintiff's Complaint, and therefore deny the same.

9. James Kuzma is a resident and taxpayer of unincorporated Homer Township and resides at 14633 S. 135<sup>th</sup> Avenue, Lockport, IL 60041.

**ANSWER:** The Road District Defendants lack sufficient information with which to admit or deny the allegations contained in Paragraph 8 of Plaintiff's Complaint, and therefore deny the same.

10. Karen Szyndowski is a resident and taxpayer of unincorporated Homer Township and resides at 16001 S. Codo Drive, Lockport, IL 60441.

**ANSWER:** The Road District Defendants lack sufficient information with which to admit or deny the allegations contained in Paragraph 10 of Plaintiff's Complaint, and therefore deny the same.

11. Tom Fijan is a resident and taxpayer of unincorporated Homer Township and resides at 16133 W. 151<sup>st</sup> Street, Homer Glen, IL 60491.

**ANSWER:** The Road District Defendants lack sufficient information with which to admit or deny the allegations contained in Paragraph 11 of Plaintiff's Complaint, and therefore deny the same.

12. Ethel Rodriquez is a resident and taxpayer of unincorporated Homer Township and resides at 13950 Citation Drive, Orland Park, IL 60467.

**ANSWER:** The Road District lacks sufficient information with which to admit or deny the allegations contained in Paragraph 12 of Plaintiff's Complaint, and therefore denies the same.

13. George Offord and Denise Clements are residents and taxpayers of Homer Township and the City of Lockport and reside at 16953 Mohican Drive, Lockport, IL 60491.

**ANSWER:** The Road District Defendants lack sufficient information with which to admit or deny the allegations contained in Paragraph 13 of Plaintiff's Complaint, and therefore deny the same.

14. Cheryl Bromberek and Bill Bromberek are residents and taxpayers of Homer Township and the City of Lockport and reside at 16355 W. 146<sup>th</sup> Place, Lockport, IL 60491.

**ANSWER:** The Road District Defendants lack sufficient information with which to admit or deny the allegations contained in Paragraph 14 of Plaintiff's Complaint, and therefore deny the same.

15. Rich Polaski and Quinn Polaski are residents and taxpayers of Homer Township and the Village of Homer Glen and reside at 13841 S. Twin Oaks Court, Homer Glen, IL 60491.

**ANSWER:** The Road District Defendants lack sufficient information with which to admit or deny the allegations contained in Paragraph 15 of Plaintiff's Complaint, and therefore deny the same.

16. Kathleen Kruczek, Kolbe Kruczek and Jacob Kruczek are residents and taxpayers of Homer Township and the Village of Homer Glen and reside at 13456 Maverick Trail, Homer Glen, IL 60491. Kathleen Kruczek is also the Township Clerk of Homer Township and the Clerk of the Homer Township Road District. In such capacity, she is responsible for attesting to all payouts of Road District funds.

**ANSWER:** The Road District Defendants admit that Kathleen Kruczek is the Township Clerk of Homer Township and the Clerk of the Homer Township Road District. The Road District Defendants lack sufficient information with which to admit or deny the allegations contained in Paragraph 16 of Plaintiff's Complaint, and therefore deny the same.

17. Ed Kalas is a resident and taxpayer of Homer Township and the Village of Homer Glen and resides at 14712 Cricketwood Court, Homer Glen, IL 60491.

**ANSWER:** The Road District Defendants lack sufficient information with which to admit or deny the allegations contained in Paragraph 17 of Plaintiff's Complaint, and therefore deny the same.

18. Margaret Sabo is a resident and taxpayer of Homer Township and the Village of Homer Glen and resides at 15340 S. Mallard, Homer Glen, IL 60491.

**ANSWER:** The Road District Defendants lack sufficient information with which to admit or deny the allegations contained in Paragraph 18 of Plaintiff's Complaint, and therefore deny the same.

19. Ellen Moriarty is a resident and taxpayer of Homer Township and the Village of Homer Glen and resides at 13841 S. Twin Oaks Court, Homer Glen, IL 60491.

**ANSWER:** The Road District Defendants lack sufficient information with which to admit or deny the allegations contained in Paragraph 19 of Plaintiff's Complaint, and therefore deny the same.

20. Pamela Meyers is a resident and taxpayer of Homer Township and the Village of Homer Glen and resides at 17709 Larkspur Court, Homer Glen, IL 60491. Pamela Meyers is also the Township Supervisor of Homer Township and the Treasurer of the Homer Township Road District.

**ANSWER:** The Road District Defendants admit that Pamela Meyers is the Township Supervisor of Homer Township and the Treasurer of the Homer Township Road District. The Road District Defendants lack sufficient information with which to admit or deny the

allegations contained in Paragraph 20 of Plaintiff's Complaint, and therefore deny the same.

21. Mike De Vivo ("De Vivo") is the Homer Township Highway Commissioner. Per law, he is an official of plaintiff Homer Township.

**ANSWER:** The Road District Defendants admit that Mike De Vivo is the Homer Township Highway Commissioner. The remaining allegations in Paragraph 21 of Plaintiff's Complaint are legal conclusions and not factual allegations, and therefore require no answer. To the extent that such statements are construed as factual allegations, the Road District Defendants deny the same.

22. The Village of Homer Glen ("Village") is an Illinois municipal corporation located in Will County, Illinois.

**ANSWER:** The Road District Defendants admit the allegations contained in Paragraph 22 of Plaintiff's Complaint.

#### **ALLEGATIONS COMMON TO ALL COUNTS**

23. Homer Township Road District ("Road District") is coterminous with Homer Township and serves the same constituents.

**ANSWER:** The Road District Defendants admit the allegations contained in Paragraph 23 of Plaintiff's Complaint.

24. The Road District is a road district comprised of a single township in a county having township organization.

**ANSWER:** The Road District Defendants admit the allegations contained in Paragraph 24 of Plaintiff's Complaint.

25. Each township in Will County is considered and is called a road district for all purposes relating to the construction, repair, maintenance, financing and supervision of township roads.

**ANSWER:** The Road District Defendants deny the allegations contained in Paragraph 25 of Plaintiff's Complaint. The Road District is a separate municipal entity operated pursuant to Illinois law.

26. Homer Township includes territory within the municipalities of the Village of Homer Glen, the City of Lockport, the Village of Lemont and the Village of New Lenox.

**ANSWER:** The Road District Defendants admit the allegations contained in Paragraph 26 of Plaintiff's Complaint.

27. Defendant De Vivo, the township highway commissioner, is a township official of Plaintiff, Homer Township.

**ANSWER:** The Road District Defendants admit the allegations contained in Paragraph 27 of Plaintiff's Complaint. The Road District Defendants further answer that Defendant De Vivo is the sole municipal representative of the Road District.

28. Plaintiff Homer Township has statutory oversight obligations over the Defendant Homer Township Road District, which include approving the Road District's budget, levy and the approval of all expenditures made by the Road District.

**ANSWER:** The allegations in Paragraph 28 of Plaintiff's Complaint are legal conclusions and not factual allegations, and therefore require no answer. To the extent that such statements are construed as factual allegations, the Road District Defendants deny the same.

29. The resident Plaintiffs and taxpayers of each aforesaid municipality all pay taxes to

the Road District. As a result, the resident Plaintiffs and taxpayers in all four municipalities have paid for the Road District's property through taxation, in addition to the taxpayers in the Township who live in the areas that are not incorporated into a municipality.

**ANSWER:** The statements in Paragraph 29 of Plaintiff's Complaint are legal conclusions and not factual allegations, and therefore require no answer. To the extent that such statements are construed as factual allegations, the Road District Defendants deny the same. In further answering, the Road District Defendants state that all Road District taxes have been levied in accordance with Illinois law.

30. The resident Plaintiffs and taxpayers each have an interest in the strict application of the law and each seeks to avoid the misappropriation of Road District property.

**ANSWER:** The Road District Defendants lack sufficient information with which to admit or deny the allegations regarding the interests or motivations of the Plaintiffs as set forth in Paragraph 30 of the Plaintiff's Complaint, and therefore deny the same.

31. The sale of surplus personal property of the Road District can be approved only by the township electors. 60 ILCS 1/30-50.

**ANSWER:** The Road District Defendants deny the allegations contained in Paragraph 31 of Plaintiff's Complaint.

32. The Homer Township Board passed a resolution declaring that the property owned by the Road District is not surplus property. *See Resolution of Homer Township*, attached hereto as **Exhibit C**.

**ANSWER:** The Road District Defendants admit the Township passed a resolution, but deny that the resolution has any legal effect over property owned by the Road District.

33. The Road District's equipment and materials used to construct, maintain and repair

the highways in the township road system are personal property.

**ANSWER:** The allegations in Paragraph 33 of Plaintiff's Complaint are legal conclusions and not factual allegations, and therefore require no answer. To the extent that such statements are construed as factual allegations, the Road District Defendants deny the same.

34. The Road District's equipment and materials are actively used to construct, maintain and repair the highways in the Township's road system. *See Affidavit of Pamela Meyers*, attached hereto as **Exhibit A**.

**ANSWER:** The Road District Defendants neither admit nor deny the allegations contained in Paragraph 34 of Plaintiff's Complaint, as the attached Affidavit speaks for itself. To the extent that Paragraph 34 contains any allegations necessary to admit or deny, the Road District Defendants deny the same.

35. The electors of Homer Township Road District have not declared any of the Road District's property as surplus nor authorized the sale of any surplus personal property. *See Affidavit of Pamela Meyers*, attached hereto as **Exhibit A**.

**ANSWER:** The Road District Defendants neither admit nor deny the allegations contained in Paragraph 35 of Plaintiff's Complaint, as the attached Affidavit speaks for itself. To the extent that Paragraph 35 contains any allegations necessary to admit or deny, the Road District Defendants deny that the electors are required to declare any property as surplus or to authorize a sale of surplus property.

36. Section 2-103 of the Highway Code states in pertinent part, "[t]he township and

district road system includes all rural roads to which this Code applies under Section 1-103 and which are not a part of the State highway system, county highway system or municipal street system.” 605 ILCS 5/2-103.

**ANSWER:** The Road District Defendants neither admit nor deny the allegations contained in Paragraph 36 of Plaintiff’s Complaint, as the statute speaks for itself.

37. Section 2-104 of the Highway Code states in pertinent part, “The municipal street system of the several municipalities includes existing streets and streets hereafter established in municipalities which are not a part of the State highway system or county highway system.” 605 ILCS 5/2-104.

**ANSWER:** The Road District Defendants neither admit nor deny the allegations contained in Paragraph 37 of Plaintiff’s Complaint, as the statute speaks for itself.

38. Section 2-205 of the Highway Code states a Township road is, “any highway that is part of the township and district road system described in Section 2-103 and which, under the provisions of this Code, is under the immediate jurisdiction of a road district comprised of a single township in a county having township organization.”

**ANSWER:** The Road District Defendants neither admit nor deny the allegations contained in Paragraph 38 of Plaintiff’s Complaint, as the statute speaks for itself.

39. The Village already has jurisdiction over the highways located in the Village’s highway system.

**ANSWER:** Paragraph 39 of Plaintiff’s Complaint contains a legal conclusion and not a factual allegation and therefore requires no answer. To the extent that such statements are construed as factual allegations, the Road District Defendants deny the same.

40. The Road District does not have jurisdiction over the highways located in the

Village's highway system. 605 ILCS 5/6-203.

**ANSWER:** Paragraph 40 of Plaintiff's Complaint contains a legal conclusion and not a factual allegation and therefore requires no answer. To the extent that such statements are construed as factual allegations, the Road District Defendants deny the same.

41. The Road District has jurisdiction over the highways located within Homer Township which are not State, County or municipal highways.

**ANSWER:** Paragraph 41 of Plaintiff's Complaint contains a legal conclusion and not a factual allegation and therefore requires no answer. To the extent that such statements are construed as factual allegations, the Road District Defendants deny the same.

42. The Village does not have jurisdiction over any highways located outside its municipal boundaries.

**ANSWER:** Paragraph 42 of Plaintiff's Complaint contains a legal conclusion and not a factual allegation and therefore requires no answer. To the extent that such statements are construed as factual allegations, the Road District Defendants deny the same.

43. The Defendant Highway Commissioner has indicated that he intends to declare that all of the Road District's assets, which were paid for by the Road District's taxpayers, are "surplus" for purposes giving all of the Road District's assets to the Village of Homer Glen for free or for rates far below market value.

**ANSWER:** The Road District Defendants deny the allegations in Paragraph 43 of Plaintiff's Complaint.

44. At the November 3, 2020 general election, voters of the Homer Township Road District voted that the Road District should not be lawfully dissolved in accordance with the law.

**ANSWER:** The Road District Defendants admit that in the November 3, 2020 general election, the results of a referendum were that the Road District should not be dissolved. The Road District Defendants deny any remaining allegations contained in Paragraph 44 of the Plaintiff's Complaint.

45. The election of Township officers is scheduled for April 6, 2021. At that time, the office of Highway Commissioner will be elected. Upon information and belief, De Vivo and the Village seek to effectuate their transfer of all assets and property prior to the April 6, 2021 election so that any newly-elected Highway Commissioner would not be able to operate the Road District with its current assets and property.

**ANSWER:** The Road District Defendants admit the election of Township officers next occurs on April 6, 2021, and that the office of Highway Commissioner will be elected. The Road District Defendants deny any remaining allegations contained in Paragraph 45 of the Plaintiff's Complaint.

**COUNT I –  
DECLARATORY JUDGMENT THAT THE HOMER  
TOWNSHIP HIGHWAY COMMISSIONER DOES NOT HAVE  
INDEPENDENT AUTHORITY TO SELL OR CONVEY ROAD DISTRICT  
EQUIPMENT TO THE VILLAGE OF HOMER GLEN**

46. The Township realleges paragraphs 1 through 45 and incorporates the same as though fully restated herein.

**ANSWER:** The Road District Defendants restate and incorporate their answers to Paragraphs 1 through 45 of the Plaintiff's Complaint as though fully restated herein.

47. On September 23rd, the Village unanimously adopted Resolution 20-009, A

Resolution in Support of the Jurisdictional Transfer of Stewardship, including Real Estate and Assets, of the Homer Township Road District (HTRD) to the Village of Homer Glen (VHG) (the “Transfer Resolution”). A copy of the Transfer Resolution is attached hereto as **Exhibit B**.

**ANSWER:** The Road District Defendants neither admit nor deny the allegations contained in Paragraph 47 of Plaintiff’s Complaint, as the Resolution speaks for itself.

48. The Transfer Resolution expresses an intent for the Village to acquire the real estate and personal property of the Road District for the purpose of operating its own public works department.

**ANSWER:** The Road District Defendants neither admit nor deny the allegations contained in Paragraph 48 of Plaintiff’s Complaint, as the Resolution speaks for itself.

49. On October 12, 2020, the Village of Homer Glen held a public meeting regarding the transfer of stewardship between the Homer Township Road District and Village Of Homer Glen (the “October 12 Meeting”).

**ANSWER:** The Road District Defendants admit that the Village of Homer Glen held a public meeting on October 12, 2020. The Road District Defendants deny any further allegations contained in Paragraph 49 of the Plaintiff’s Complaint.

50. During the October 12 Meeting, George Yukich, Mayor of Homer Glen, expressed the Village’s intent to operate an independent public works department with the real estate and personal property of the Homer Township Road District.

**ANSWER:** The Road District Defendants lack sufficient knowledge with which to admit or deny the allegations contained in Paragraph 50 of Plaintiff’s Complaint, and therefore deny the same.

51. During the October 12 Meeting, the Village staff made a presentation which

expressed, “The final transfer of the real estate and assets will occur in the Spring of 2021.”

**ANSWER:** The Road District Defendants lack sufficient knowledge with which to admit or deny the allegations contained in Paragraph 51 of Plaintiff’s Complaint, and therefore deny the same.

52. The Village staff presentation further stated, “State statute requires all taxing bodies to set their levy by the end of the calendar year. This means the Village Board must set the levy for next year, by mid-December of this year (2020).”

**ANSWER:** The Road District Defendants lack sufficient knowledge with which to admit or deny the allegations contained in Paragraph 52 of Plaintiff’s Complaint, and therefore deny the same.

53. During the October 12 meeting, De Vivo expressed his intent to convey the Road District’s real estate and personal property to the Village of Homer Glen.

**ANSWER:** The Road District Defendants admit that the Road District intends to transfer surplus property in accordance with applicable law.

54. While all of the assets and real property of the Road District are being used for Road District purposes and would not properly be characterized as “surplus,” De Vivo has stated that he intends to declare the assets and real property of the Road District as “surplus” for purposes of giving them away to the Village.

**ANSWER:** The Road District Defendants deny the allegations contained in Paragraph 54 of the Plaintiff’s Complaint.

55. On information and belief, the Village has promised De Vivo employment by the Village in a position within the Village’s own public works department.

**ANSWER:** The Road District Defendants deny the allegations contained in Paragraph 55 of Plaintiff's Complaint.

56. De Vivo does not have authority to give away the Road District's personal property or to convey it for less than market value in this manner.

**ANSWER:** Paragraph 56 of the Plaintiff's Complaint contains a legal conclusion and therefore requires no answer. To the extent that an answer is required, the Road District Defendants deny the same.

57. Despite De Vivo's lack of authority, there is real and present conspiracy for the Village to take the Road District's personal property without any consideration, and to convert such property that has been funded in part by non-Homer Glen taxpayers so the Village can operate its own public works department subsidized, in part, by non-Homer Glen taxpayers.

**ANSWER:** The Road District Defendants deny the allegations contained in Paragraph 57 of Plaintiff's Complaint.

WHEREFORE, the Township respectfully prays for this Court to enter an order:

- A. Declaring the Road District's personal property is not surplus;
- B. Declaring that only the Road District's electors have authority to approve the sale of Road District personal property;
- C. Declaring that De Vivo does not have authority to sell or convey Road District personal property; and
- D. Enjoining De Vivo and the Village from engaging in a conspiracy to take the Road District's personal property to organize and operate the Village's public works department.

**ANSWER:** The Road District Defendants deny the Plaintiff's are entitled to any relief.

**COUNT II**  
**DECLARATORY JUDGMENT THAT THE VILLAGE OF HOMER GLEN DOES NOT HAVE JURISDICTION OVER THE HIGHWAYS IN UNINCORPORATED HOMER TOWNSHIP**

58. The Township realleges paragraphs 1 through 48 and incorporates the same as though fully restated herein.

**ANSWER:** The Road District Defendants restate and incorporates their answers to Paragraphs 1 through 58 of the Plaintiff's Complaint as though fully restated herein.

59. The transfer of land rights associated with a highway is separate and distinct from a jurisdictional transfer. A jurisdictional transfer does not automatically occur with a transfer of land rights. *See Highway Jurisdiction Guidelines for Highway and Street Systems*, Illinois Department of Transportation, Bureau of Local Roads and Streets (March 2006) (the "Highway Jurisdiction Guide").

**ANSWER:** Paragraph 59 of the Plaintiff's Complaint contains a legal conclusion and not a factual allegation and therefore requires no answer. To the extent that an answer is required, the Road District Defendants deny the same.

60. When an agency has jurisdiction of a street or highway, that agency is responsible for the upkeep of that highway, including reconstruction, signing, maintenance, etc. All of these responsibilities remain with the agency until the jurisdiction is transferred to another highway authority.

**ANSWER:** Paragraph 60 of the Plaintiff's Complaint contains a legal conclusion and not a factual allegation and therefore requires no answer. To the extent that an answer is required, the Road District Defendants deny the same.

61. The Illinois Department of Transportation (IDOT) supervises all jurisdictional transfers of highways.

**ANSWER:** Paragraph 61 of the Plaintiff's Complaint contains a legal conclusion and not a factual allegation and therefore requires no answer. To the extent that an answer is required, the Road District Defendants deny the same.

62. When processing jurisdictional transfers, IDOT requests concurrence from the adjoining highway authorities since the jurisdictional transfer could have an impact on them; in addition, this also ensures that the adjoining entity is aware of the change in jurisdiction for future interaction.

**ANSWER:** The Road District Defendants lack sufficient information with which to admit or deny the allegations contained in Paragraph 62 of Plaintiff's Complaint, and therefore deny the same.

63. The Village of New Lenox, the Village of Lemont, the City of Lockport have not concurred in the jurisdictional transfer of the highways in the township road system from the Road District to the Village.

**ANSWER:** The Road District Defendants state that the Road District is not transferring jurisdiction of any highways in the township road system from the Road District to the Village.

64. The Village and the Road District have failed to undertake the steps required by IDOT to affect a jurisdictional transfer of the highways in the township road system from the Road District to the Village.

**ANSWER:** The Road District Defendants deny the allegations contained in Paragraph 64 of Plaintiff's Complaint, and further state that the Road District is not transferring jurisdiction of the highways in the township road system to the Village.

WHEREFORE, the Township respectfully prays for this Court to enter an order:

- A. Declaring that the Homer Glen Road District has jurisdiction over all the highways in the unincorporated territory within Homer Township;
- B. Declaring the Village of Homer Glen does not have jurisdiction over the highways in the unincorporated territory within Homer Township;
- C. Preventing the sale or transfer of the Road District's real estate to the Village of Homer Glen or declaring that any such sale or transfer will not result in a jurisdictional transfer of the highways in the township road system to the Village of Homer Glen; and
- D. Enjoining the Village of Homer Glen from exercising any jurisdiction over the highways in the unincorporated territory within Homer Township.

**ANSWER:** The Road District Defendants deny the Plaintiff's are entitled to any relief.

**COUNT III  
PRELIMINARY AND PERMANENT INJUNCTION AGAINST  
THE ILLEGAL PURCHASE AND SALE OF ROAD DISTRICT PROPERTY**

65. The Township realleges paragraphs 1 through 64 and incorporates the same as though fully restated herein.

**ANSWER:** The Road District Defendants restate and incorporates its answers to Paragraphs 1 through 64 of the Plaintiff's Complaint as though fully restated herein.

66. The Plaintiffs have a clearly ascertainable right to the continued operation of the Road District as an Illinois special district, including the provision of road and related services to constituents, and the retention of ownership Road District property which has been paid for with taxes collected, in part, from non-Homer Glen taxpayers.

**ANSWER:** Paragraph 66 of the Plaintiff's Complaint contains a legal conclusion and not a factual allegation and therefore requires no answer. To the extent that an answer is required, the Road District Defendants deny the same. The Road District Defendants

further state that the Road District intends to continue operation in accordance with applicable law.

67. The Plaintiffs have a clearly ascertainable right to the strict enforcement of the Illinois Township Code and the Illinois Highway Code, including the substantive and procedural requirements preceding the sale of Road District property.

**ANSWER:** Paragraph 67 of the Plaintiff's Complaint contains a legal conclusion and not a factual allegation and therefore requires no answer. To the extent that an answer is required, the Road District Defendants deny the same.

68. The Plaintiffs' right to enforce the Illinois Township Code and the Illinois Highway Code to prevent an unlawful dissolution of the Road District and to retain ownership of Road District property is in need of immediate protection from the illegal conspiracy undertaken by the Village and DeVivo to seize the Road District's property in a manner not authorized by law.

**ANSWER:** Paragraph 68 of the Plaintiff's Complaint contains a legal conclusion and not a factual allegation and therefore requires no answer. To the extent that an answer is required, the Road District Defendants deny the same. In further answering, the Road District Defendants state the Road District is not being dissolved, and will continued to operate in accordance with applicable law.

69. The Village's unlawful seizure of the Road District's property will cause irreparable harm to the Plaintiffs insofar as the Road District will be rendered completely incapable of performing its statutory duties to construct, maintain and repair the highways in the township road system.

**ANSWER:** Paragraph 69 of the Plaintiff's Complaint contains a legal conclusion and not a factual allegation and therefore requires no answer. To the extent that an answer is required, the Road District Defendants deny the same.

70. The Plaintiffs have no legal remedy for the Road District being rendered completely incapable of performing its statutory duties to construct, maintain and repair the highways in the township road system.

**ANSWER:** Paragraph 70 of the Plaintiff's Complaint contains a legal conclusion and not a factual allegation and therefore requires no answer. To the extent that an answer is required, the Road District Defendants deny the same.

71. The balancing of the equities favors the Plaintiffs because the Defendants are attempting to (a) take assets of the Road District which were paid for, in part, by taxpayers outside of the Village of Homer Glen and convey them for less than fair market value to the Village, and (b) cause a de facto dissolution of the Road District, which has a statutory duty to perform road functions within its jurisdiction, which includes areas outside of the Village.

**ANSWER:** Paragraph 71 of the Plaintiff's Complaint contains a legal conclusion and not a factual allegation and therefore requires no answer. To the extent that an answer is required, the Road District Defendants deny the same.

72. For the reasons described herein, the Plaintiffs have a likelihood of success on the merits because Village and DeVivo are attempting the transfer title to the Road District's property and to abolish the Road District in a manner not recognized by law and against the will of the electorate as expressed in the November 3, 2020 election.

**ANSWER:** Paragraph 72 of the Plaintiff's Complaint contains a legal conclusion and not a factual allegation and therefore requires no answer. To the extent that an answer is required, the Road District Defendants deny the same.

Respectfully submitted,  
HOMER TOWNSHIP ROAD DISTRICT

By: /s/ Howard C. Jablecki  
One of their Attorneys

Howard C. Jablecki (hcjablecki@ktjlaw.com)  
Gregory T. Smith (gtsmith@ktjlaw.com)  
KLEIN, THORPE & JENKINS, LTD.  
20 N. Wacker Drive, Suite 1660  
Chicago, Illinois 60606  
(312) 984-6400 – phone

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF WILL     )

**AFFIDAVIT**

I, Howard C. Jablecki, after first being duly sworn on oath, depose and state the following:

1.     I am the attorney representing the party on whose behalf this Answer was prepared.
2.     This Answer contains certain statements of insufficient knowledge upon which to base a belief as to the truth of certain allegations contained in the Complaint.
3.     That said allegations of insufficient knowledge are true and correct.

FURTHER AFFIANT SAYETH NOT

/s/ Howard C. Jablecki

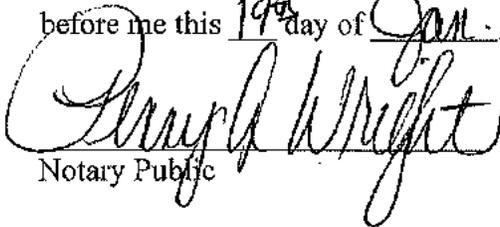
STATE OF ILLINOIS     )  
                                  )  
COUNTY OF COOK     )     SS.

VERIFICATION

I, Michael De Vivo, Homer Township Road District Highway Commissioner, being first duly sworn on oath state that I have read the above and foregoing Verified Answer, and have knowledge of the contents thereof, and that the matters set forth therein are true and correct in substance and in fact.

  
Michael De Vivo  
Highway Commissioner  
Homer Township Road District

SUBSCRIBED AND SWORN TO  
before me this 19<sup>th</sup> day of Jan, 2021

  
Notary Public





**Will County CCAO**  
**Rhonda R. Novak, CIAO/I**  
**302 N. Chicago Street**  
**2nd Floor**  
**Joliet, Illinois 60432**  
**Phone: 1-815-740-4648**  
**Fax: 1-815-740-4696**

**PIN 16-05-09-400-033-0000**

**Parcel Information**

<< Prev Parcel

Next Parcel >>

**HOMER TOWNSHIP**

**Owner Name:** HOMER TWP HWY DEPT

**Street Address:**

14400 W 151ST ST  
 HOMER GLEN IL 60491



[View on Bing Maps](#)

**Subdivision:**

**Property Class:** 0090 Exempt Property

**Homesite Acres:** 0.00

**Farm Acres:** 0.00

**Open Space Acres:** 0.00

**Total Acres:** 5.67



<< Prev Picture

1 of 4

Next Picture >>

[GIS Map & Address Information](#)

[Will County Treasurer's Tax Information](#)

View Local Taxing Bodies

Assessment Information									
Year	Land Unimproved/Farm	Land Improved	Building Other/Farm	Building	Total	Market Value	Instant Date	Instant Amount	
2020	0	0	0	0	0	0		0	
2019	0	0	0	0	0	0		0	
2018	0	0	0	0	0	0		0	

**Sale Information**

**Building Information**

**\*\* This property's building information is not available in electronic format. Please contact the Local Township Assessor. \*\***

**\*\* Property information is retrieved periodically from the Local Township Assessor; therefore, the property characteristics may not be the most current. For the most current information regarding your property, please contact your Local Township Assessor and review your property's record card. \*\***

**Legal Description**

THE N 329 FT OF THE S 337 FT OF THE E 650 FT OF THE N1/2 OF THE SE1/4 OF THE SE1/4 OF SEC 9 & ALSO THE W 33 FT

**EXHIBIT 4**

OF THE S 1003.03 FT OF THE SW1/4 OF SEC 10, T36N-R11E.

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**Will County CCAO**  
**Rhonda R. Novak, CIAO/I**  
**302 N. Chicago Street**  
**2nd Floor**  
**Joliet, Illinois 60432**  
**Phone: 1-815-740-4648**  
**Fax: 1-815-740-4696**

**PIN 16-05-09-400-038-0000**

**Parcel Information**

<< Prev Parcel

Next Parcel >>

**HOMER TOWNSHIP**

**Owner Name:** HOMER TOWNSHIP HIGHWAY DEPT

**Street Address:**  
 14500 W 151ST ST  
 HOMER GLEN IL 60491



**Subdivision:**

**Property Class:** 0090 Exempt Property

**Homesite Acres:** 0.00  
**Farm Acres:** 0.00  
**Open Space Acres:** 0.00  
**Total Acres:** 4.87



<< Prev Picture

1 of 4

Next Picture >>

[GIS Map & Address Information](#)

[Will County Treasurer's Tax Information](#)

View Local Taxing Bodies

Assessment Information									
Year	Land Unimproved/Farm	Land Improved	Building Other/Farm	Building	Total	Market Value	Instant Date	Instant Amount	
2020	0	0	0	0	0	0		0	
2019	0	0	0	0	0	0		0	
2018	0	0	0	0	0	0		0	

Sale Information		
Sale Date	Sale Amount	Document Number
10/01/2011	300,000	2011120824

**Building Information**

**\*\* This property's building information is not available in electronic format. Please contact the Local Township Assessor. \*\***

**\*\* Property information is retrieved periodically from the Local Township Assessor; therefore, the property characteristics may not be the most current. For the most current information regarding your property, please contact your Local Township Assessor and review your property's record card. \*\***

**Legal Description**  
 THE W 190 FT OF THE E 660 FT OF THE S1/2 OF THE SE1/4 OF THE SE1/4 OF SEC 9 & THE S 8 FT OF THE W 190 FT OF THE

E 660 FT OF THE N1/2 OF THE SE1/4 OF THE SE1/4 OF SEC 9, T36N-R11E. TOGETHER WITH THE W 318 FT OF THE E 978 FT OF THE S1/2 OF THE SE1/4 OF THE SE1/4 OF SEC 9 & THE S 8 FT OF THE W 318 FT OF THE E 978 FT OF THE N1/2 OF SD SE1/4 OF THE SE1/4 OF SEC 9, T36N-R11E (EX THE N 249.24 FT OF THE W 508 FT OF THE E 978 FT OF THE S1/2 OF THE SE1/4 OF THE SE1/4 OF SEC. 9 AND THE S 8 FT OF THE W 508 FT OF THE E 978 FT OF THE N1/2 OF SD SE1/4 OF THE SE1/4 OF SEC. 9, T36N-R11E PER R2006-146372). REM AFTER DIV PER R2006-146372 NDA:

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**Will County CCAO**  
**Rhonda R. Novak, CIAO/I**  
**302 N. Chicago Street**  
**2nd Floor**  
**Joliet, Illinois 60432**  
**Phone: 1-815-740-4648**  
**Fax: 1-815-740-4696**

**PIN 16-05-09-400-039-0000**

**Parcel Information**

<< Prev Parcel

Next Parcel >>

**HOMER TOWNSHIP**

**Owner Name:** HOMER TOWNSHIP HIGHWAY DEPT

**Street Address:**

VACANT W 151ST ST  
 HOMER GLEN IL 60491



[View on Bing Maps](#)

**Subdivision:**

**Property Class:** 0090 Exempt Property

**Homesite Acres:** 0.00

**Farm Acres:** 0.00

**Open Space Acres:** 0.00

**Total Acres:** 3.00



<< Prev Picture

1 of 4

Next Picture >>

[GIS Map & Address Information](#)

[Will County Treasurer's Tax Information](#)

View Local Taxing Bodies

Assessment Information									
Year	Land Unimproved/Farm	Land Improved	Building Other/Farm	Building	Total	Market Value	Instant Date	Instant Amount	
2020	0	0	0	0	0	0		0	
2019	0	0	0	0	0	0		0	
2018	0	0	0	0	0	0		0	

**Sale Information**

**Building Information**

**\*\* This property's building information is not available in electronic format. Please contact the Local Township Assessor. \*\***

**\*\* Property information is retrieved periodically from the Local Township Assessor; therefore, the property characteristics may not be the most current. For the most current information regarding your property, please contact your Local Township Assessor and review your property's record card. \*\***

**Legal Description**

THE N 249.24 FT OF THE W 508 FT OF THE E 978 FT OF THE S1/2 OF THE SE1/4 OF THE SE1/4 OF SEC. 9 AND THE S 8 FT

OF THE W 508 FT OF THE E 978 FT OF THE N1/2 OF SD SE1/4 OF THE SE1/4 OF SEC. 9, T36N-R11E. NEW PARCEL

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Mail To: Gerald J. Sramek  
Attorney at Law  
6446 West 127<sup>th</sup> Street  
Palos Heights, Illinois 60463

Name and Address of Taxpayer:  
Homer Township Highway  
Department  
14400 W. 151<sup>st</sup> Street  
Homer Glen, Illinois 60491

Prepared by: Jennifer A. Johnson  
Attorney at Law  
200 E. 5<sup>th</sup> Avenue  
Suite 113  
Naperville, Illinois 60563

Laurie McPhillips 2P R 2006146372  
Will County Recorder Page 1 of 2

LEH Date 08/31/2006 Time 09:46:13  
Recording Fees: 24.75  
IL Rental Hng Support Prog: 0.00

Waters Unit #15580 Case #06-0607

The Grantor, Southwest Evangelical Covenant Church, an Illinois not for profit corporation, for consideration of the sum of Ten and 00/100 dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, convey and warrant to Homer Township Highway Department, a unit of local government, of 14400 W. 151<sup>st</sup> Street, Homer Glen, Illinois 60491, the following described real estate, to wit:

The North 249.24 of the West 508 feet of the East 978 feet of the South 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 9 and the South 8 feet of the West 508 feet of the East 978 feet of the North 1/2 of said Southeast 1/4 of the Southeast 1/4 of Section 9, Township 36 North, Range 11, East of the Third Principal Meridian, in Will County, Illinois.

subject only to general real estate taxes not due and payable at the time of Closing; building, building line and use or occupancy restrictions, conditions and covenants of record which do not unduly interfere with Buyer's intended use of the premises, zoning laws and ordinances, easements for public utilities which do not unduly interfere with Buyer's intended use of the premises, public road and highways and easements pertaining thereto, and drainage ditches, feeders, laterals and drain tile, pipe or conduit.

This is non-homestead property.

PIN: 05-09-400-036 Address: Parcel on 151<sup>st</sup> Street, Homer Glen, Will County, Illinois

Dated this 31<sup>st</sup> day of July, 2006.

SOUTHWEST EVANGELICAL COVENANT CHURCH

By: James R. Reynolds  
James R. Reynolds, Chairman of Building and Property Team

EXEMPT UNDER PROVISIONS OF PARAGRAPH b  
SECTION 20-42, PROPERTY TAX CODE  
DATE 7-31-06 BUYER, SELLER, OR REPRESENTATIVE

STATE OF ILLINOIS )  
) SS:  
COUNTY OF WILL )

I, Jennifer A. Johnson, a Notary Public in and for said County in the State aforesaid, do hereby certify James R. Reynolds, as the Chairman of the Building and Property Team for Southwest Evangelical Covenant Church, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this date in person and acknowledged that he signed, sealed and delivered the said instrument as a free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official Seal this 31<sup>st</sup> day of July, 2006.

Jennifer A. Johnson  
Notary Public



1402

EXHIBIT  
5

**LAURIE McPHILLIPS**  
**WILL COUNTY RECORDER**  
**AFFIDAVIT OF METES AND BOUNDS**

STATE OF ILLINOIS    )  
COUNTY OF WILL    )SS

JAMES R. REYNOLDS being duly sworn on oath, states that affiant resides at 15642 CHAPEL HILL RD ORLAND PARK, IL 60462 That the attached deed is not in violation of Section 1 of the Plat Act [765 ILCS 205/1] for one of the following reasons:

Lawyers Unit #15580 Case # 06-12607

1. The division or subdivision of land into parcels or tracts of 5.0 acres or more in size which does not involve any new streets or easements of access.
2. The division of lots or blocks of less than one (1) acre in any recorded subdivision which does not involve any new streets or easements of access.
3. The sale or exchange of parcels of land between owners of adjoining and contiguous land.
4. The conveyance of parcels of land or interests therein for use as right of way for railroads or other public utility facilities and other pipe lines which does not involve any new streets or easements of access.
5. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access.
6. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.
7. Conveyances made to correct descriptions in prior conveyances.
8. The sale or exchange of parcels or tracts of land following the division into no more than two (2) parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access.
9. The sale of a single lot of less than 5.0 acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does non invalidate any local requirements applicable to the subdivision of land.
10. This conveyance is of land described in the same manner as title was taken by grantor(s).

**CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED DEED**

AFFIANT further states that affiant makes this affidavit for the purpose of inducing the Recorder of Deeds of Will County, Illinois, to accept the attached deed for recording.

SUBSCRIBED AND SWORN TO BEFORE ME

This 3 day of July, 2006  
[Signature]  
Notary Public

[Signature]  
AFFIANT



2

619199 1/2

**WARRANTY DEED  
Statutory (Illinois)**

**MAIL TO:**

Barrett & Sramek  
6446 W. 127<sup>th</sup> Street  
Palos Heights, IL 60463

**NAME & ADDRESS OF TAXPAYER:**

Homer Township Highway Department  
14400 W. 151<sup>st</sup> Street  
Homer Glen, Illinois, 60491



**R2011120823**

Receipt # T20110141488

**Karen A. Stukel Will County Recorder 5P**

JD Date 12/19/2011 Time 14:45:45  
Recording Fees: \$25.75  
IL Rental Hsg. Support Program: \$0.00  
Consideration: \$300,000.00

THE GRANTOR, **SOUTHWEST EVANGELICAL COVENANT CHURCH, D/B/A HOPE COVENANT CHURCH** an Illinois not for profit corporation, of 14401 West Ave., City of Orland Park, County of Cook, State of Illinois, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, **CONVEYS AND WARRANTS** to **HOMER TOWNSHIP HIGHWAY DEPARTMENT**, a unit of local government of 14400 W. 151<sup>st</sup> Street, Homer Glen, Illinois, 60491, all interest in the following described Real Estate situated in the County of Will in the State of Illinois, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF,

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

Subject only to: general real estate taxes not due and payable at the time of closing, covenants, conditions and restrictions of record, building lines and easements, if any, so long as they do not interfere with the current use and enjoyment of the real estate.

EXEMPT UNDER PROVISIONS OF PARAGRAPH B, SECTION 31-45, REAL ESTATE TRANSFER TAX LAW

Charlotte Hampton  
Charlotte Hampton - Chair

Date: 10/21/11

Dawn Mueller  
Dawn Mueller - Treasurer

Date: 10/21/2011

Permanent Index Number: 16-05-09-400-038-0000

Property Address: approx. 14500 W. 151<sup>st</sup> Street, Homer Glen, IL 60491

DATED this 21<sup>st</sup> day of October 2011

**STEWART TITLE COMPANY**  
2055 West Army Trail Road, Suite 110  
Addison, IL 60101  
630-889-4000

NAME OF GRANTOR(S)

By Charlotte Hampton  
Charlotte Hampton - Chair

And Dawn Mueller  
Dawn Mueller - Treasurer

1/5

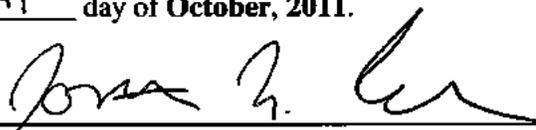
1/5

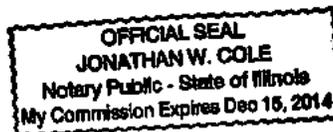
X

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF Cook )

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that **Charlotte Hampton** as **Chair** and **Dawn Mueller** as **Treasurer** thereof, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such **Chair** and **Treasurer** they signed and delivered the said instrument and cause the corporate seal of said corporation to be affixed thereto, pursuant to authority given to the Board of directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 21 day of **October, 2011**.

  
\_\_\_\_\_  
Notary Public



NAME & ADDRESS OF PREPARER:

Robert M Hall III  
National Covenant Properties  
8303 W. Higgins Rd  
Chicago, IL 60631

**EXHIBIT A**  
*Legal Description*

THE WEST 508 FEET OF THE EAST 978 FET OF THE SOUTH  $\frac{1}{2}$  OF SOUTHEAST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 9 AND THE SOUTH 8 FEET OF THE WEST 508 FEET OF THE EAST 978 FEET OF THE NORTH  $\frac{1}{2}$  OF SAID SOUTHEAST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 9, (EXCEPTING THEREFROM THE NORTH 249.24 FEET) ALL IN TOWNSHIP 36 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDAN, IN WILL COUNTY, ILLINOIS.

STATEMENT BY GRANTOR AND GRANTEE

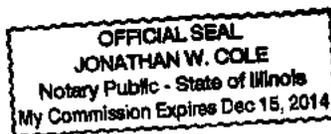
The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated: 10/21, 2011

Signature: *Charlette Hampton*  
Grantor or Agent

Subscribed and sworn to before me by the  
Said Charlette Hampton  
This 21 day of October  
2011.

*[Signature]*  
Notary Public



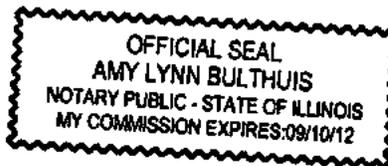
The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated: 10/22, 2011

Signature: *[Signature]*  
Grantee or Agent

Subscribed and sworn to before me by the  
Said \_\_\_\_\_  
This 21 day of October  
2011.

*Amy Lynn Bulthuis*  
Notary Public



NOTE: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

[Attach to deed or ABI to be recorded in Will County, Illinois, if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act]

MARY ANN STUKEL  
WILL COUNTY RECORDER

AFFIDAVIT - METES AND BOUNDS

STATE OF ILLINOIS

} ss.

COUNTY OF WILL

DOCUMENT NO. \_\_\_\_\_

Charlotte Hampton, Chair of SOUTHWEST EVANGELICAL COVENANT CHURCH d/b/a HOPE COVENANT CHURCH, being duly sworn on oath, states that SOUTHWEST EVANGELICAL COVENANT CHURCH d/b/a HOPE COVENANT CHURCH owns real property at approximately 14500 W. 151<sup>st</sup> Street, Homer Glen, IL 60591 with PIN 16-05-09-490-038-0000. That the attached deed is not in violation of 765 ILCS 205/1 for one of the following reasons:

- 1. The division or subdivision of the land is into parcels or tracts of 5.0 acres or more in size which does not involve any new streets or easements of access.
- 2. The division of lots or blocks of less than one acre in any recorded subdivision which does not involve any new streets or easements of access.
- 3. The sale or exchange of parcels of land between owners of adjoining and contiguous land.
- 4. The conveyance or parcels of land or interests therein for use as right of way for railroads or other public utility facilities, which does not involve any new streets or easement of access.
- 5. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access.
- 6. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.
- 7. Conveyances made to correct descriptions in prior conveyances.
- 8. The sale or exchange of parcels or tracts of land existing on the date of the amendatory Act (7/17/59) into no more than two parts and not involving any new streets or easements of access.
- 9. The sale of a single lot of less than 5.0 acres from a larger tract when a survey is made by a registered surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land. Amended by P.A. 80-318-1, 1 eff. October 1, 1977.
- 10. The conveyance is of land described in the same manner as title was taken by grantor(s).

CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED DEED.

AFFIANT further states that Charlotte Hampton, Chair of SOUTHWEST EVANGELICAL COVENANT CHURCH d/b/a HOPE COVENANT CHURCH makes this affidavit for the purpose of inducing the Recorder of Deeds of Will County, Illinois, to accept the attached deed for recording.

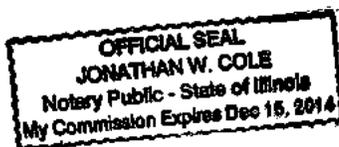
Charlotte Hampton

Charlotte Hampton - Chair Southwest Evangelical Covenant Church d/b/a Hope Covenant Church

SUBSCRIBED AND SWORN TO BEFORE ME

this 21 day of October, 2011.

Jonathan W. Cole  
Notary public



**WARRANTY DEED**

**THE GRANTOR**, The Town of Homer, an Illinois Township Government. Created and existing under and by virtue of the laws of the State of Illinois, for the consideration of TEN AND NO/100 (\$10.00) DOLLARS, in hand paid, and pursuant to authority granted by the electorate at a Special Town meeting on SEPTEMBER 19 1988, and pursuant to Illinois Revised Statutes, 1985, ch. 139, sec. 39 Et. Seq.

CONVEYS and WARRANTY to HOMER TOWNSHIP HIGHWAY COMMISSIONER of the Township of Homer in the County of Will and State of Illinois the following described Real Estate situated in the County of Will in the State of Illinois, to wit:

THE NORTH 329 FEET OF THE SOUTH 337 FEET OF THE EAST 650 FEET OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, AND ALSO THE WEST 33 FEET OF THE SOUTH 1,003.03 FEET OF THE SOUTHWEST QUARTER OF SECTION 10 ALL IN TOWNSHIP 36 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, CONTAINING 5.67 ACRES, MORE OR LESS.

*05-09-400-008 affects land and other property  
05-10-300-007*

IN WITNESS WHEREOF, said Grantor has caused its seal to be hereto affixed, and has caused its name to be signed to these present by its Supervisor, and attested by its Town Clerk, this 21st day of March, 1989.

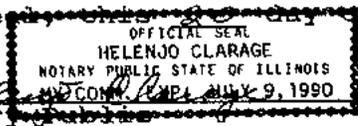
Impress Seal Here

TOWN OF HOMER  
Town of Homer  
Richard Nietupski  
Richard Nietupski, Supervisor  
Ann Karkut  
Ann Karkut, Town Clerk

State of Illinois, County of Will SS; I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Richard Nietupski, Supervisor of the Town of Homer and Ann Karkut are personally know to me to be the same person whose names are subscribed to the foregoing instrument appeared before me this day in person and severally acknowledged that as such Supervisor and Town Clerk, they Singed and delivered the said instrument as Supervisor and Town Clerk, of said Township, and caused the corporate seal of said Township, and caused the corporate seal of said corporation to affixed thereto, pursuant to authority, given by the Board of Homer Township of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 21 day of MARCH; 1989.

7/9/90  
Commission expires



Notary Public  
Impress Notarial Seal Here

Prepared by: Barrett & Sramek 6446 W. 127th Street Palos Heights, IL 60463  
Mail to: James Bradley Colony Building Suite 200 SW Cass Street Joliet, IL 60431

*Tax Bill Homer Township Highway Dept  
159th & Cedar Rd  
Joliet IL 60431*

Exempt under provisions of Paragraph 10, Section 4, Real Estate Transfer Tax Act.

3-27-89  
Date

[Signature]  
Buyer, Seller of Representative

250-8418

R-9-13645

CHICAGO TITLE INSURANCE CO.

Rx9-13645  
FILED-RECORDERS OFFICE  
WILL COUNTY, ILL.

1909 MAR 27 PM 3:29

*Shirley R. Kline, 1700*  
RECORDER

AFFIDAVIT FOR PURPOSE OF PLAT ACT

R-9-13645

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

Gerald J. Sramek  
Being first duly sworn on oath deposes and says that:

- 1. Affiant resides at 6446 W. 127th Street Palos Heights, IL 60463
- 2. That                    he is (agent) ~~not~~ ~~agent~~ ~~grantor~~ (s) in a (deed) (~~lease~~) dated the 21 day of MARCH 1989, conveying the following described premises:

The North 329 feet of the South 337 feet of the East 650 feet of the North 1/2 of the South East 1/4 of the South East 1/4 of Section 9, and also the West 33 feet of the South 1,003.03 feet of the South West 1/4 of Section 10, all in Township 36 North, Range 11, east of the Third Principal Meridian, in Will County, Illinois.

- 3. That the instrument aforesaid is exempt from the provisions of "An Act to Revise the Law in Relation to Plats" approved March 31, 1874, as amended by reason that the instrument constitutes
  - (a) The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access;
  - (b) The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access;
  - (c) The sale or exchange of parcels of land between owners of adjoining and contiguous land;
  - (d) The conveyance of parcels of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipe lines which does not involve any new streets or easements of access;
  - (e) The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
  - (f) The conveyance of land for highway or other public purposes or grants of conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use;
  - (g) Conveyances made to correct descriptions in prior conveyances.
  - (h) The sale or exchange of parcels or tracts of land following the division into no more than 2 parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access.

Further the affiant sayeth not.

*Gerald J. Sramek*

Subscribed and sworn to before me this 27th day of March 1989.

Seal  
*Ann J. Herbert*  
Notary Public

**Exhibit 6**  
**Examples of Local Government Property Transfer Act Use**

1. Winfield Township **Road District** to the Forest Preserve District of DuPage County  
[http://dupageforest.granicus.com/MetaViewer.php?view\\_id=1&clip\\_id=411&meta\\_id=12860](http://dupageforest.granicus.com/MetaViewer.php?view_id=1&clip_id=411&meta_id=12860)
2. Lisle Township **Road District** to the DuPage Water Commission  
<http://www.dpwc.org/wp-content/uploads/docs/Commission/Meeting%20Materials/Commission%20Meeting%20110623.pdf>
3. Groveland Township **Road District** to the Fondulac Park District,  
[http://www.grovelandtownship.com/uploads/1/0/2/3/10235147/regular\\_meeting\\_february\\_9\\_2015.pdf](http://www.grovelandtownship.com/uploads/1/0/2/3/10235147/regular_meeting_february_9_2015.pdf)
4. City of Wilmington to the Wilmington **Road District**,  
<https://static1.squarespace.com/static/57ced2d71b631bb8d8f3a628/t/5be5f7594fa51a083f362205/1541797727101/11-07-2018+-+City+Council+Agenda.pdf>
5. Metamora Township and Metamora Township **Road District** to the Metamora Township High School District No. 112, see <https://cpb-us-w2.wpmucdn.com/sites.mths.us/dist/c/2/files/2016/02/Minutes-July-21-2016-1v55dl7.pdf>
6. Lake County to the Forest Preserve District of Lake County,  
<https://www.google.com/url?sa=t&rct=j&q=&esrc=s&source=web&cd=&cad=rja&uact=8&ved=2ahUKEwjx5p2PjeTqAhUOEqwKHUJaDJkQFjAAegQIBhAB&url=https%3A%2F%2Fwww.lcfd.org%2Ffile.aspx%3FDocumentId%3D2676&usg=AOvVaw1qMLt6PEJ5ABGl5AB2vDY>
7. Park District of La Grange to the Village of La Grange,  
<https://s3.amazonaws.com/dl.onlineparkdistrict.com/documents/87e22bf0-0f98-438a-8275-bd7b4b7123fe>
8. Lake County Forest Preserve District to the Village of Wadsworth,  
<https://www.villageofwadsworth.org/vertical/sites/%7B5702D05B-81C2-4112-AF03-27F25734E4B5%7D/uploads/020420VillageBoardMinutes.pdf>
9. Frankfort Square Park District to the South Suburban Special Recreation Association, <http://boardpackets.fspd.org/2019/05-May/Land%20Sale%20Resolution%20with%20Attachment%20B.pdf>
10. Hoffman Estates Park District to Schaumburg Township,  
<https://www.heparks.org/wp-content/uploads/2018/03/AandF-Packet-3-27-2018-3.pdf>

11. Streamwood Park District to Hanover Township, <http://www.hanover-township.org/home/showdocument?id=1788>
12. Wauconda Park District to the Village of Wauconda, [https://wauconda-il.gov/AgendaCenter/ViewFile/Agenda/\\_11202018-491](https://wauconda-il.gov/AgendaCenter/ViewFile/Agenda/_11202018-491)
13. Oswegoland Park District to the Township of Oswego, <http://www.oswegoil.org/pdf/2018.03.06-regvb.pdf>
14. Naperville Park District to the County of DuPage, <https://www.napervilleparks.org/docs/BoardPackets2010/January14.pdf>
15. County of DuPage to the Naperville Park District, <http://www.napervilleparks.org/docs/BoardPackets2010/January27.pdf>
16. Lake County Forest Preserve to the Village of Wadsworth, [http://www.lcfpd.org/assets/1/28/Final-Wadsworth\\_Rd\\_IGA.pdf](http://www.lcfpd.org/assets/1/28/Final-Wadsworth_Rd_IGA.pdf)
17. Village of Glenview and Glenview Park District land swap, [https://glenview.granicus.com/MetaViewer.php?view\\_id=2&clip\\_id=1953&meta\\_id=87530](https://glenview.granicus.com/MetaViewer.php?view_id=2&clip_id=1953&meta_id=87530)
18. City of Highland Park to the Park District of Highland Park, <https://www.pdhp.org/wp-content/uploads/2018/08/08-28-18-Regular-Board-Meeting-Packet-1.pdf> and <https://ecmweb.cityhpil.com/WebLink/DocView.aspx?id=200201&dbid=0&repo=Highland-Park&cr=1>
19. Park District of Highland Park lease to the City of Highland Park, <https://highlandparkil.iqm2.com/Citizens/FileOpen.aspx?Type=1&ID=2577&Inline=True>
20. Village of Glencoe to the Glencoe Park District, <https://www.glencoeParkDistrict.com/Portals/0/SiteContent/BoardMtgs/2015/RegBoardMtgPacket081815.2.pdf>
21. City of Geneva to the Geneva Park District, [https://www.genevaparks.org/wp-content/uploads/2017/04/May\\_Board-Packet.pdf](https://www.genevaparks.org/wp-content/uploads/2017/04/May_Board-Packet.pdf)
22. City of East Peoria to the East Peoria Sanitary District, [https://www.cityofeastpeoria.com/AgendaCenter/ViewFile/Agenda/\\_04162019-638?packet=true](https://www.cityofeastpeoria.com/AgendaCenter/ViewFile/Agenda/_04162019-638?packet=true)
23. DeKalb Park District to the City of DeKalb, <https://docplayer.net/154208135-Agenda-dekalb-park-district-board-of-commissioners-ellwood-visitor-s-center-thursday-june-20-2019.html>
24. Forest Preserve District Kane County to Kane County, <https://www.countyofkane.org/Contracts/2009/Executive/2009-4%20IGA%20KC%20%20KCFP%20Brunner%20property%20for%20Longmeadow.pdf>
25. Flagg-Rochelle Community Park District to the City of Rochelle, <https://www.cityofrochelle.net/government-documents/city-council-agendas-and->

[minutes/agendas/2018-city-council-meeting-documents/2018-12-10-agenda/6168-7-third-amend-to-inter-governmental-agreemnt-executed/file.html](https://www.cityofrochelle.net/government-documents/city-council-agendas-and-minutes/agendas/2018-city-council-meeting-documents/2018-12-10-agenda/6168-7-third-amend-to-inter-governmental-agreemnt-executed/file.html) and  
<https://www.cityofrochelle.net/government-documents/city-council-agendas-and-minutes/agendas/2016-city-council-meeting-documents/2016-06-27-agenda/4303-6-secondamendmenttoigagolfcourse/file.html>

26. Lemont-Bromberek Combined School District 113A to the Village of Lemont,  
<https://d3n9y02raazwpg.cloudfront.net/lemont/9442b3ca-330c-11ea-a240-0050569183fa-528bec9b-73bd-4a0e-8d5c-6ad8a3481989-1581710256.pdf>