

## ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT is made and entered into this 26th day of January, 2022 between the Village of Homer Glen, an Illinois Home Rule Municipal Corporation of Will County, Illinois, hereinafter referred to as the "VILLAGE" and Homer Township, an Illinois township hereinafter referred to as "OWNER" of the property described on Exhibit "A" attached hereto, hereinafter referred to as the "SUBJECT PROPERTY".

### WITNESSETH:

**WHEREAS**, Section 10 of Article VII of the Illinois Constitution of 1970 authorizes units of local government, such as the VILLAGE and the OWNER, 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**, the OWNER desires the annexation of the SUBJECT PROPERTY, pursuant to the terms and conditions as hereinafter set forth; and

**WHEREAS**, the SUBJECT PROPERTY is currently zoned A-1 pursuant to the Zoning Ordinances of Will County; and

**WHEREAS**, the corporate authorities of the VILLAGE have considered the annexation of the SUBJECT PROPERTY according to the terms of this Agreement; and

**WHEREAS**, the VILLAGE, after due and careful consideration, has concluded that the annexation of the SUBJECT PROPERTY pursuant to the terms and conditions hereinafter set forth would further the growth of the VILLAGE, enable the VILLAGE to control the development of the area, increase economic development opportunities, increase the taxable value of the property within the VILLAGE, extend the corporate limits and jurisdiction of the VILLAGE, permit the sound planning and development of the VILLAGE, and otherwise enhance and promote the general welfare of the VILLAGE; and

**WHEREAS**, in reliance upon the annexation of the SUBJECT PROPERTY, the OWNER has executed or will execute all petitions and other documents that are necessary to accomplish the annexation of the SUBJECT PROPERTY to the VILLAGE; and

**WHEREAS**, the corporate authorities of the VILLAGE, after due deliberation, have duly approved entering into this Annexation Agreement and directed its President and Village Clerk to execute this Agreement; and

**WHEREAS**, this Agreement is entered into by the VILLAGE in the exercise of its statutory and constitutional powers including its power and authority as a home-rule municipality.

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, **BE IT AGREED** as follows:

**SECTION 1: INCORPORATION OF RECITALS AND EXHIBITS**

The above recitals and all exhibits referred to in this Agreement are incorporated herein as if fully set forth in this Section 1.

**SECTION 2: ANNEXATION**

Concurrent with the execution of this Agreement, the OWNER shall execute a Petition to annex the Subject Property to the VILLAGE. Such Petition shall be in a form satisfactory to the VILLAGE. The VILLAGE shall enact and adopt ordinances annexing the SUBJECT PROPERTY to the corporate limits of the VILLAGE.

**SECTION 3: ZONING**

Following annexation of the SUBJECT PROPERTY, the VILLAGE shall enact such ordinances as are required to rezone the SUBJECT PROPERTY as A-1 (Agricultural District) with a Planned Unit Development (PUD) allowing special uses and variances necessary to permit event space, including gravel parking lot, temporary tent and stage, which said zoning approvals shall be subject to the zoning process set forth in the Village Code.

It is understood and agreed by the parties hereto that there are certain rezoning fees associated with annexation and rezoning of property. The VILLAGE shall not charge the OWNER any fees for annexing and rezoning the SUBJECT PROPERTY.

**SECTION 4: APPLICATION OF ORDINANCES**

Except as provided in this Agreement, all ordinances of the VILLAGE in effect as of the date hereto and as amended and adopted from time to time shall, insofar as they apply to the SUBJECT PROPERTY, be in effect and enforceable during the effective term of this Agreement.

**SECTION 5: PERMITS; LIQUOR LICENSE**

A. After site plan approval by the VILLAGE, the OWNER, or its representatives, may apply for a building permit for construction of structures on the Property. The VILLAGE shall act on each building permit within fifteen (15) days of the date of application therefore. The OWNER shall not be required to pay permit fees for any construction on the SUBJECT PROPERTY. OWNER shall not be required to obtain a building permit for construction of a gravel parking lot on the SUBJECT PROPERTY.

B. OWNER intends to host special events on the SUBJECT PROPERTY. Such events shall be subject to the Village Ordinances, as set forth in Section 4 above; however, VILLAGE shall not charge OWNER special event permit fees for said events held on the Property. The VILLAGE shall not limit the number of special events to be hosted on the SUBJECT PROPERTY and OWNER shall be permitted to host special events or otherwise conduct activities until 11:00PM without the Village President, Village Board of Trustees, or any other designated Village official, varying the conditions of the Village Ordinances to accommodate the activities of such event.

C. Upon application and qualification, OWNER shall be issued a Class J (Special Events) Liquor License for events held on the SUBJECT PROPERTY at no cost and with no limit on the number of annual events.

D. The provisions of this Section 5 are specifically intended to benefit Homer Township only and shall not transfer to successor owners of the SUBJECT PROPERTY.

**SECTION 6: NON-MERGER**

The agreements contained herein shall survive the annexation of the SUBJECT PROPERTY and shall not be merged or extinguished by the annexation of the SUBJECT PROPERTY or any part thereof. The zoning classifications provided for in this Agreement shall survive this Agreement and continue to be the zoning classification of the SUBJECT PROPERTY unless modified in the manner provided by law.

**SECTION 7: AMENDMENT TO AGREEMENT**

The parties agree that this Agreement and any exhibits attached hereto may be amended only by mutual consent of the parties, by adoption of an ordinance or resolution of the VILLAGE approving said amendment, and the execution of said amendment by the parties or their successors in interest.

**SECTION 8: EFFECT OF THIS AGREEMENT**

If any pertinent existing resolution or ordinances of the VILLAGE, be in any way inconsistent or in conflict with any provisions hereof, then the provisions of this Agreement shall constitute lawful and binding amendments to, and shall supersede the terms of, said inconsistent ordinances or resolutions, or interpretations thereof, as they may relate to the SUBJECT PROPERTY.

**SECTION 9: NOTICES**

Notices, including Notices to the effect a change as to the person hereinafter designated to receive Notice(s) or other writings which any party is required to or may wish to serve upon any other party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid addressed as follows:

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: Interim Village Manager  
Email: mwalsh@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 Owner: Homer Township  
14350 W. 151st Street  
Homer Glen, Illinois 60491  
Attention: Steve Balich, Township Supervisor  
Email: homersupervisor@gmail.com  
s.balich@homertownship.com

and: Odelson, Sterk, Murphey, Frazier & McGrath, Ltd.  
3318 W. 95th Street  
Evergreen Park, Illinois 60805  
Attention: Ross D. Secler  
Email: rsecler@osmfm.com

**SECTION 10: BINDING EFFECT AND TERM**

This Annexation Agreement shall be binding upon and inure to the benefit of the parties hereto, successor OWNERS of record of any portion of the SUBJECT PROPERTY, lessees, assignees, upon any successor corporate authorities of said VILLAGE, and upon any successor municipalities for period of twenty (20) years from the date of execution hereof. Upon agreement of the Parties and pursuant to VILLAGE's Home Rule authority, this Annexation Agreement may be extended for successive twenty (20) year terms indefinitely.

Simultaneously with the execution and approval of this Annexation Agreement the Parties shall execute and record a separate Covenant running with the land of the Subject Property that indefinitely requires the SUBJECT PROPERTY to be used in the manner described in this Annexation Agreement. Specifically, the Covenant shall also provide that SUBJECT PROPERTY shall be used for holding special events and OWNER (as of the date of this Agreement) shall remain eligible for a Class J (Special Events) Liquor License (or its equivalent), unless otherwise and subsequently released by mutual agreement of the Parties in the manner provided by law.

**SECTION 11: REMEDIES**

A. Upon a breach of this Agreement and following expiration of the cure period provided in subparagraph ii below, any of the Parties, in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance, or both, or may obtain rescission and disconnection for material failure of performance. No action taken by any party hereto pursuant to the provisions of this Section 11 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 any party at law or in equity.

B. In the event of a breach of this Agreement, the Parties agree that the party alleged to be in breach shall have thirty (30) days after written notice of said breach to correct the same prior to the non-breaching party's seeking of any remedy provided for herein, provided, however, that said thirty (30)-day period shall be extended if the defaulting party has initiated the cure of said default and is diligently proceeding to cure the same. The foregoing thirty (30) day cure period shall not apply to failure during the time periods provided herein of the VILLAGE to annex and rezone the Property.

C. If any of the Parties shall fail to perform any of its obligations hereunder which failure is not cured within the cure period provided in subparagraph ii above, then, in addition to any and all other remedies that may be available, either at law or in equity, the party affected by such default shall have the right, but not the obligation, to take such action as in its reasonable discretion and judgment shall be necessary to cure such default. In such event, the defaulting party hereby agrees to pay and reimburse the party affected by such default for all reasonable costs and expenses, including reasonable attorneys' fees and litigation expenses incurred by it in connection with any action taken to cure such default.

D. The failure of any Party to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other Party imposed, shall not constitute or be construed as a waiver or relinquishment of any Party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

E. If the performance of any covenant to be performed hereunder by any Party is delayed as a result of circumstances which are beyond the reasonable control of such Party, the time for such performance shall be extended by the amount of time of such delay.

F. In the event that the Annexation or rezoning of the Property is in any way deemed to be defective, the Parties agree that they will do all things necessary and appropriate to cure any and all defects necessary to cause the Property to be validly annexed to the VILLAGE and/or rezoned under the VILLAGE's Zoning Ordinances pursuant to the terms of this Agreement.

## **SECTION 12: GENERAL PROVISIONS**

A. All Actions Taken. The parties confirm that they have taken or shall take all action required by law to enable execution of this Agreement and to perform the covenants and conditions of this Agreement.

B. Captions. The captions of paragraphs herein are inserted only for convenience and are in no way to be construed as a part of this Agreement or as a limitation of the scope of the particular sections to which they refer.

C. Succession. The terms and provisions of this Agreement shall constitute a covenant running with the land of the Property and be binding upon, inure to, extend to and be for the benefit of the OWNER'S successors in title to the Property and upon successor Corporate Authorities of the VILLAGE and its successor municipalities.

D. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

E. Authority. The VILLAGE and OWNER warrant and represent that they have the power and authority to enter into this Agreement in the names, title and capacities herein stated and on behalf of the entities represented or purported to be represented by such parties and that all formal requirements necessary or required by any municipal, state or federal rules, regulations, orders, decrees, ordinances and laws in order for them to enter into this Agreement have been fully satisfied.

F. Time. Time is of the essence of this Agreement and all documents, agreements and contracts executed pursuant hereto.

### **SECTION 13: MUTUAL ASSISTANCE**

A. The Parties shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms, including, without limitation, the giving of such notices, the holding of such public hearings, the enactment by the VILLAGE of such resolutions and ordinances and the taking of such other actions as may be necessary to enable the Parties' compliance with the terms and provisions of this Agreement and as may be necessary to give effect to the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms.

B. The Parties shall cooperate fully with each other in seeking Federal, State, Illinois Department of Transportation, County, Park District, Road District, and Township financial and other aid and assistance required or useful for the construction or improvement of property and facilities in, on and near the Property and for the provision of services to developments within the Property, including, without limitation, grants and assistance for roadways, public transportation, water and sanitary sewage facilities and storm water management facilities, if applicable.

**SECTION 14: SEVERABILITY**

If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, or portions of this Agreement. If for any reason the annexation or zoning of the Property is ruled invalid, in whole or in part, the Corporate Authorities, as soon thereafter as possible, shall take such actions (including holding public hearings and adopting ordinances and resolutions) as may be necessary to effect the spirit and intent of this Agreement and the objectives of the Parties, as disclosed by this Agreement, provided that the foregoing is undertaken at the expense of the OWNER.

**SECTION 15: INCONSISTENT PROVISIONS**

Any provisions or requirement of this Agreement or the ordinances enacted or other actions taken by the VILLAGE pursuant to this Agreement shall overrule, repeal and invalidate any inconsistent or contradicting provisions of any other VILLAGE ordinance, regulation, agreement, policy or requirement as such provision applies to the annexation, zoning classification or development of the Property.

**SECTION 16: ENTIRE AGREEMENT**

This Agreement supersedes all prior agreements, negotiations and exhibits and is a full integration of the entire agreement of the Parties. The exhibits to this Agreement are hereby expressly incorporated herein and made a part hereof as if fully set forth in their entirety.

**SECTION 17: COUNTERPARTS AND DUPLICATE ORIGINALS**

This Agreement may be executed in any number of counterparts and duplicate originals, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**SECTION 18: RECORDING**

The VILLAGE shall record this Agreement and the aforementioned Covenant running with the land of the SUBJECT PROPERTY within thirty (30) calendar days of its execution by the OWNER and the VILLAGE with the Recorder of Deeds for Will County.

**SECTION 19: COUNTER PARTS**

This Agreement may be executed in a number of identical counter parts. If so, execute each of such counter parts shall, collectively, constitute one Agreement.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this 26<sup>th</sup> day of January, 2022.

VILLAGE OF HOMER GLEN,  
an Illinois Home Rule Municipal Corporation

  
\_\_\_\_\_  
Village President

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

HOMER TOWNSHIP,  
an Illinois Township

  
\_\_\_\_\_  
Supervisor

  
\_\_\_\_\_  
Clerk

## **LISTS OF EXHIBITS**

- A. Legal Description and PIN Numbers of Subject Property
- B. Plat of Annexation

**“EXHIBIT A”**

**LEGAL DESCRIPTION AND PIN NUMBERS OF SUBJECT PROPERTY**

## LEGAL DESCRIPTION

**PARCEL 1:** THE NORTH 5 ACRES OF THE WEST 19 ACRES OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 (EXCEPTING THEREFROM THE WEST 155.15 FEET. AS MEASURED ALONG THE SOUTH LINE THEREOF) AND ALSO THE WEST 19 ACRES OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 17 (EXCEPTING THEREFROM THE WEST 155.15 FEET. AS MEASURED ALONG THE NORTH LINE THEREOF) EXCEPTING THEREFROM ONE ACRE SQUARE IN THE NORTHEAST CORNER, AS CONVEYED BY DEED TO JOHN F. ELSE AND WIFE, DATED AUGUST 8, 1946, RECORDED AUGUST 9, 1946, IN BOOK 1120, PAGE 121 AS DOCUMENT NO. 611207, IN SECTION 17, TOWNSHIP 36 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN HOMER TOWNSHIP, ALL IN WILL COUNTY, ILLINOIS.

PIN: 16-05-17-100-027-0000

**PARCEL 2:** A STRIP OF LAND LYING IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF 151ST STREET AND THE EAST 1/2 OF THE EAST 1/2 OF SAID NORTHWEST QUARTER OF SAID SECTION 17, THENCE SOUTH ALONG SAID EAST 1/2 OF THE EAST 1/2 LINE TO THE INTERSECTION OF THE SOUTH LINE OF SAID NORTHWEST 1/4 OF SECTION 17, THENCE WEST ALONG THE SOUTH LINE OF SAID 1/4 A DISTANCE OF 33.70 FEET; THENCE NORTH TO THE INTERSECTION OF CENTER LINE OF SAID 151ST STREET TO A POINT 33.37 FEET WEST OF THE POINT OF BEGINNING; THENCE EAST A DISTANCE OF 33.37 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART DESCRIBED AS FOLLOWS:), BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID NORTHWEST 1/4 AND THE WEST LINE OF THE EAST 1/2 OF THE EAST 1/2 OF SAID NORTHWEST 1/4 OF SAID SECTION 17, BEING ALSO THE NORTHWEST CORNER OF THE LAND CONVEYED BY DEED R87-48344; THENCE SOUTH ALONG THE WEST LINE OF EAST 1/2 OF THE EAST 1/2 OF SAID NORTHWEST 1/4 BEING ALSO THE WEST LINE OF THE LAND CONVEYED BY SAID DEED R87-48344, 208.754 FEET TO THE SOUTHWEST CORNER OF THE LAND CONVEYED BY DEED R87-48344; THENCE WEST TO THE EAST LINE OF THE WEST 19 ACRES OF THE NORTHEAST 1/4 OF SAID NORTHWEST 1/4; THENCE NORTH ALONG SAID EAST LINE TO THE NORTH LINE OF SAID NORTHWEST 1/4; THENCE EAST ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, IN TOWNSHIP OF HOMER, IN WILL COUNTY. ILLINOIS.

PIN: 16-05-17-100-032-0000

**PARCEL 3:** THAT PART OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF SECTION 8, WITH THE WEST LINE OF THE CALLED SOUTH 22.72 ACRES OF THE EAST 27 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 8; THENCE SOUTH 89 DEGREES 12 MINUTES 10 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION, A DISTANCE OF 237.38 FEET TO A P.K. NAIL SET FEBRUARY 1999, TO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREE 19 MINUTES 30 SECONDS EAST A DISTANCE: OF 1983.46 FEET TO THE NORTH LINE OF THE SOUTH 22.72 ACRES OF THE EAST 27 ACRES OF THE WEST HALF OF THE SAID SOUTHWEST 1/4 OF SAID SECTION 8, AN IRON ROD SET IN FEBRUARY, 1999; THENCE SOUTH 89 DEGREES 10 MINUTES 44 SECONDS EAST ALONG THE NORTH LINE OF SAID 22.72 ACRES TRACT A DISTANCE OF 635.47 FEET TO AN IRON ROD SET IN FEBRUARY 1999; THENCE SOUTH 01 DEGREE 18 MINUTES 06 SECONDS WEST A DISTANCE OF 1983.19 FEET TO THE SOUTH LINE OF SAID SECTION 8, A P.K. NAIL SET IN FEBRUARY 1999; THENCE NORTH 89 DEGREES 12 MINUTES 10 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 8 A DISTANCE OF 635.47 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

PIN: 16-05-08-300-034-0000

**PARCEL 4:** THE NORTH 149.91 FEET OF THE EAST HALF OF LOT 15, OF THE ASSESSOR'S SUBDIVISION OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

PIN: 16-05-08-300-037-0000

**“EXHIBIT B”**

**PLAT OF ANNEXATION**

# PLAT OF ANNEXATION INTO THE VILLAGE OF HOMER GLEN, WILL COUNTY, IL

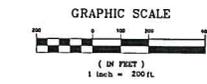
**LEGAL DESCRIPTION**

**PARCEL 1:**  
 THE NORTH 5 ACRES OF THE WEST 1/4 ACRES OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 (EXCEPTING THEREFROM THE WEST 15.15 FEET, AS MEASURED ALONG THE SOUTH LINE THEREOF) AND ALSO THE WEST 19 ACRES OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 17 (EXCEPTING THEREFROM THE WEST 15.15 FEET, AS MEASURED ALONG THE NORTH LINE THEREOF) EXCEPTING THEREFROM ONE ACRE SQUARE IN THE NORTHWEST CORNER, AS CONVEYED BY DEED TO JOHN F. ELSE, AND WIFE, DATED AUGUST 8, 1946, RECORDED AUGUST 9, 1946, IN BOOK 1120, PAGE 121 AS DOCUMENT NO. 619207, IN SECTION 17, TOWNSHIP 36 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN HOMER TOWNSHIP, WILL COUNTY, ILLINOIS.  
 PIN: 16-05-17-100-027-0000

**PARCEL 2:**  
 A STRIP OF LAND LYING IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, FURTHER DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF 151ST STREET AND THE EAST 1/2 OF THE EAST 1/2 OF SAID NORTHWEST 1/4 OF SECTION 17, THENCE SOUTH ALONG SAID EAST 1/2 OF THE EAST 1/2 LINE TO THE INTERSECTION OF THE SOUTH LINE OF SAID NORTHWEST 1/4 OF SECTION 17, THENCE WEST ALONG THE SOUTH LINE OF SAID 1/4 A DISTANCE OF 33.70 FEET, THENCE NORTH TO THE INTERSECTION OF CENTER LINE OF SAID 151ST STREET TO A POINT 33.77 FEET WEST OF THE POINT OF BEGINNING, THENCE EAST A DISTANCE OF 33.37 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART DESCRIBED AS FOLLOWS), BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID NORTHWEST 1/4 AND THE WEST LINE OF THE EAST 1/2 OF THE EAST 1/2 OF SAID NORTHWEST 1/4 OF SAID SECTION 17, BEING ALSO THE NORTHWEST CORNER OF THE LAND CONVEYED BY DEED RECD 857-46344, 204,754 FEET TO THE SOUTHWEST CORNER OF THE LAND CONVEYED BY DEED RECD 857-46344, THENCE WEST TO THE EAST LINE OF THE WEST 1/4 ACRES OF THE NORTHWEST 1/4 OF SAID NORTHWEST 1/4, THENCE NORTH ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, IN TOWNSHIP 36 NORTH, WILL COUNTY, ILLINOIS.  
 PIN: 16-05-17-100-032-0000

**PARCEL 3:**  
 THAT PART OF THE SOUTHWEST 1/4 OF SECTION 8 AND TOWNSHIP 36 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF SECTION 8 WITH THE WEST LINE OF THE CALLED SOUTH 27.25 ACRES OF THE EAST 27 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 8, THENCE SOUTH 89 DEGREES 12 MINUTES 12 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 8, A DISTANCE OF 237.38 FEET TO A P.N. NAIL SET FEBRUARY 1999, TO THE POINT OF BEGINNING, THENCE NORTH 01 DEGREE 19 MINUTES 30 SECONDS EAST A DISTANCE OF 1983.46 FEET TO THE NORTH LINE OF THE SOUTH 27.25 ACRES OF THE EAST 27 ACRES OF THE WEST 1/2 OF SAID SECTION 8, THENCE SOUTH 89 DEGREES 10 MINUTES 45 SECONDS EAST ALONG THE NORTH LINE OF SAID 27.25 ACRES TRACT A DISTANCE OF 635.47 FEET TO AN IRON ROD SET IN FEBRUARY 1999, THENCE SOUTH 01 DEGREE 18 MINUTES 50 SECONDS WEST A DISTANCE OF 1983.19 FEET TO THE SOUTH LINE OF SAID SECTION 8, A P.N. NAIL SET IN FEBRUARY 1999, THENCE NORTH BY BEARINGS 12 MINUTES 10 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 8, A DISTANCE OF 835.47 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.  
 PIN: 16-05-08-300-034-0000

**PARCEL 4:**  
 THE NORTH 149.91 FEET OF THE EAST HALF OF LOT 15, OF THE ASSessor'S SUBDIVISION OF SECTION 8 AND TOWNSHIP 36 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.  
 PIN: 16-05-08-300-037-0000



**LEGEND**

- = EXISTING CORPORATE LINE OF HOMER GLEN PER ZONING MAP AS OF 03/08/2022
- = ANNEXATION BOUNDARY LINE
- = SECTION LINE
- = QUARTER SECTION LINE
- = PROPERTY HEREBY ANNEXED (50.9524 ACRES)

**VILLAGE BOARD CERTIFICATE**

STATE OF ILLINOIS )  
 COUNTY OF WILL ) ss.  
 APPROVED PURSUANT TO ORDINANCE \_\_\_\_\_ BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF HOMER GLEN, ILLINOIS, AT A MEETING HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

VILLAGE CLERK \_\_\_\_\_  
 MAYOR \_\_\_\_\_

**SURVEYOR'S CERTIFICATION**

STATE OF ILLINOIS ) ss.  
 COUNTY OF WILL )

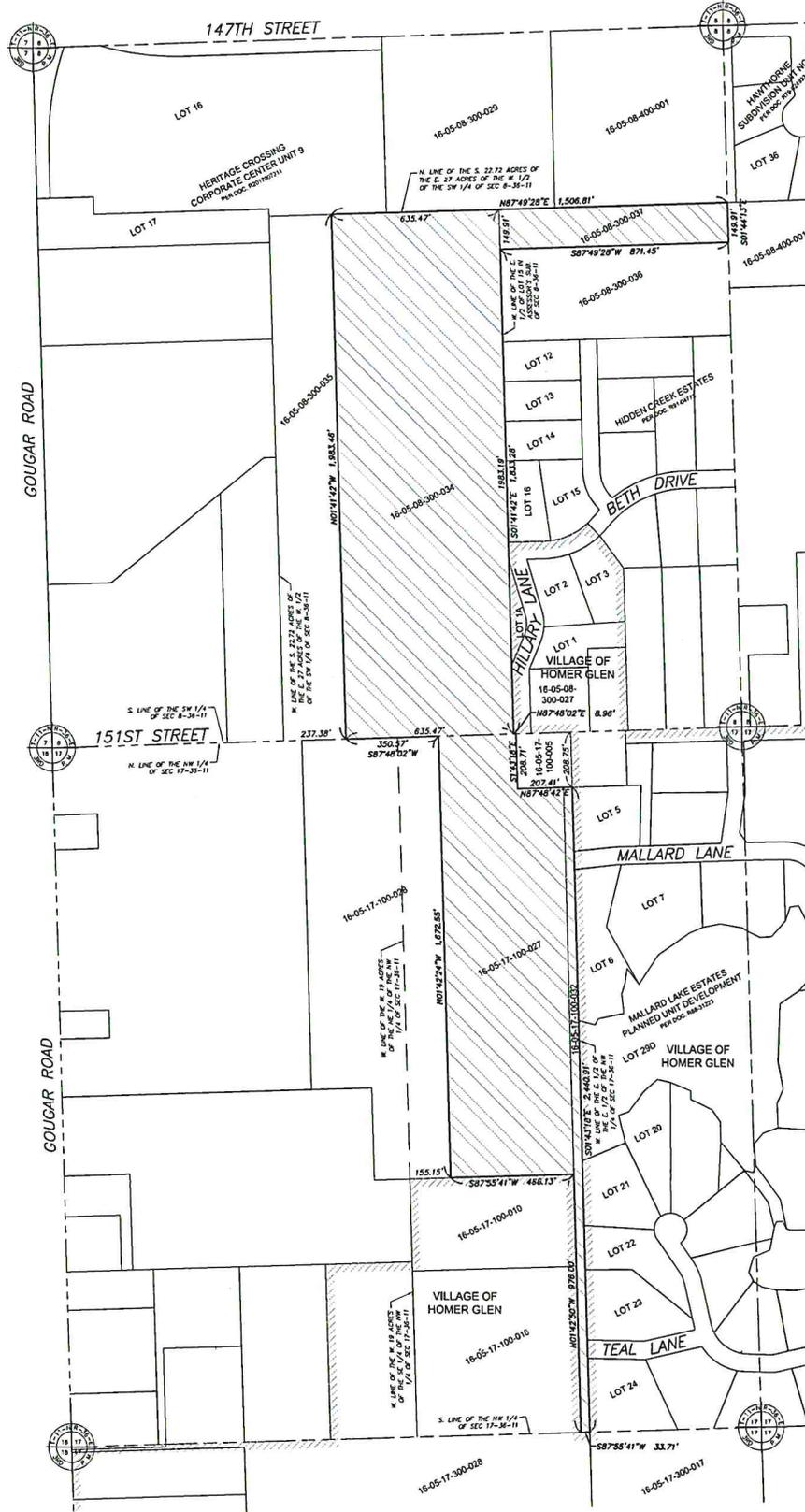
THIS IS TO CERTIFY THAT I, NEAL A. BALLAN, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF ILLINOIS, HAVE PREPARED THIS PLAT OF ANNEXATION FROM EXISTING PUBLIC RECORDS FOR THE PURPOSE OF ANNEXING SAID PROPERTY INTO THE VILLAGE OF HOMER GLEN, ILLINOIS.

DATED SEPTEMBER 28, 2022 AT NEW LENOX, WILL COUNTY, ILLINOIS  
 NEAL A. BALLAN, PLS  
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 4025  
 LICENSE EXPIRES: 11/20/2033  
 EMAIL: NBALLAN@HOMERGLEN.COM

**NOTES:**

- This map was created for use as a Plat of Annexation.
- This map is not to be used for any construction or staking purposes without consent from a proper agent of the State of Illinois.
- This is NOT a Plat of Success. No assumptions or agreements as to ownership, use, or possession are to be derived from this document.
- No underground encumbrances have been located unless shown and noted. No encumbrances should be assumed by recording.
- This map is void without seal and signature affixed.

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APPROVED: LEO	0
JOB NO. 2202500	IF NOT ONE INCH, ADJUST SCALE ACCORDINGLY

**PLAT OF ANNEXATION**  
 OF PART OF THE SOUTHWEST QUARTER OF SECTION 8 AND PART OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 11 EAST OF THE 3RD P.M., VILLAGE OF HOMER GLEN, WILL COUNTY, ILLINOIS.

NO.	DATE	BY	REVISION DESCRIPTION

**SHEET**  
 1 OF 1

**OWNERS NAME:** HOMER TOWNSHIP 14250 W 151ST STREET HOMER GLEN, IL 60491

**AFTER RECORDING MAIL TO:** VILLAGE OF HOMER GLEN 14250 W 151ST STREET HOMER GLEN, IL 60491