

INTERGOVERNMENTAL NO. 22-03 AGREEMENT FOR TRAIL CONNECTION TO
SPRING CREEK GREENWAY TRAIL AT MESSENGER MARSH

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) by and between the Forest Preserve District of Will County, a body corporate and politic, with offices located at 17540 W. Laraway Road, Joliet, Illinois 60433 (“District”) and the Village of Homer Glen, a municipal corporation, with offices located at 14240 W. 151st St., Homer Glen, IL 60491 (“Village”), collectively (Parties) and individually (Party), is entered into this 10th of November, 2022.

WITNESSETH

WHEREAS, the District is a body corporate and politic with powers and authority granted pursuant to the Downstate Forest Preserve Act (70 ILCS 805 et. seq.); and

WHEREAS, the Village is a municipal corporation and unit of local government with powers and authority granted pursuant to the Illinois Municipal Code; and

WHEREAS, the District owns property known as Tract 290, Messenger Marsh Preserve (the “Preserve”), Parcel Identification No. 16-05-24-300-200-0000, located in the Village of Homer Glen, Illinois; and

WHEREAS, the District owns, operates, and maintains the Spring Creek Greenway Trail which is located within Tract 290 of Messenger Marsh Preserve; and

WHEREAS, the Village desires to construct a multi-use pathway for pedestrians and bicycles (“Pathway”) across the Preserve and connect to the existing Spring Creek Greenway Trail as specified in **Exhibit A**; and

WHEREAS, the District and the Village believe it is in their mutual interest and in the interest of all the residents of Will County to enter into this Agreement to facilitate the connection of the Pathway to the Spring Creek Greenway Trail (the “Project); and

WHEREAS, the District agrees to grant the Village a 99-year License for the construction, operations and maintenance of the Pathway, and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970, and the Intergovernmental Cooperation Act (5 ILCS 220/1 et. seq.) authorize units of local government to contract or otherwise associate among themselves to obtain or share services, do, exercise, combine or transfer any power or function in any manner not prohibited by law to use their credit, revenues, and other reserves to pay costs and to service debt related to intergovernmental activities.

NOW THEREFORE, in consideration of the mutual premises contained in this Agreement and other good and valuable consideration acknowledged by the Parties upon execution hereof, the District and the Village agree as follows:

1. **INCORPORATION OF RECITALS**

The above recitals are incorporated herein as though fully set forth.

2. **PARTY RESPONSIBILITIES**

District

2.01 Subject to the terms and conditions herein, the District agrees to allow the Village to construct, operate and maintain the Pathway as provided in **Exhibit A** within the Preserve for a duration of 99-years from the date of signing. The District recognizes this as a public safety improvement for the residents of the Village of Homer Glen and authorize the license agreement at a fee of \$0.00.

2.02 Any approval required of the District in connection with the Project as set forth herein will not be unreasonably withheld.

2.03 The District will coordinate with the Village on any improvements or work in the vicinity of the Pathway that may affect the Pathway or its use.

2.04 The District agrees to indemnify and hold harmless the Village from any liability, action, claim, judgment, or award including legal cost and attorney's fees, arising from the District's negligent actions carried out pursuant to this Agreement.

Village

2.05 Subject to the terms and conditions herein, the Village will be responsible for the design, permitting, construction, overall management, maintenance, and all cost associated with the Pathway.

2.06 The Village will construct the Pathway pursuant to plans and specifications approved by the District. The Village shall submit to the District a draft of the construction plans and bidding documents for its review and approval prior to bidding the Project. The District retains the right to review and approve the bids submitted, construction contracts, prevailing wage documents, etc. (collectively "Contract Documents"). The District's review of the aforementioned shall be timely and its approval shall not be unreasonably withheld. The Village shall serve as the project manager during construction of the Project and shall be responsible for ensuring that the Project is completed in accordance with this Agreement and the Contract Documents.

2.07 The Village shall use the Pathway for pedestrian and bicycle ingress and egress. The use, as herein defined, shall not be for any purpose which is forbidden by law or any rule or regulation of any local, state and federal governmental body having jurisdiction over the Preserve, the Pathway or the use thereof, or which may invalidate any insurance coverage insuring the District. The Village shall be responsible for establishing rules and regulations for use of the Pathway and for enforcement of such rules and regulations.

2.08 The Village, its contractors, subcontractors, and any others doing work at any time at the request, direction or instruction of the Village will secure a Special Use Permit from the District prior to any and all work within the Preserve. The Village shall, at all times during the term of the License, maintain a policy of general liability insurance with coverage of not less than \$1,000,000 per occurrence, which insurance policy shall be primary and non-contributory to any insurance maintained by the District. The foregoing general liability insurance policy shall provide an endorsement insuring the Village's obligations in Section 2.09. Special Use Permit applications will be accompanied by a Certificate of Liability Insurance evidencing issuance of the insurance coverage required hereunder and providing that "The Forest Preserve District of Will County is additional insured with respect to general liability coverage." The Village shall repair any and all damage to vegetation, if the damage is caused by the Village, its agents, employees, contractors or assigns pursuant to this Agreement.

2.09 The Village agrees to indemnify and hold harmless the District together with its officers, employees, and elected official from any liability, action, claim, judgment, or award including cost and attorney's fees arising from the Village's negligent actions carried out pursuant to this Agreement or omissions in connection with the design, construction, maintenance, and operation of the Pathway, or which arise out of the use of the Pathway by any third parties.

2.10 The Village shall obtain all necessary Federal, State, County and municipal permits, variances, signoffs, and other necessary approvals required to complete the Project. Should the Village perform any grading, leveling, digging or excavation of the Preserve, the Village shall comply with all notice requirements of J.U.L.I.E. The Village shall provide copies of all applications, permits, signoffs, baseline information, natural and cultural resource data reports.

2.11 The Village shall at all times conduct its activities within the Preserve in such a manner as not to interfere with or otherwise impede with the District's use management, and development of the Preserve, nor shall the construction negatively impact the areas drainage.

3. **NOTICES**

Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, or by personal service, to the persons and addresses indicated below:

Forest Preserve District of Will County

Executive Director

Forest Preserve District of Will County
17540 W. Laraway Rd.

Joliet, IL 60433

Village of Homer Glen
14240 W. 151st Street
Homer Glen, IL 60491

4. Except in emergencies and subject to paragraph 2.08, the Parties shall provide each other with forty-eight (48) hours advance notice prior to any activities within the Pathway which are being taken pursuant to this Agreement and may impact the use of the Pathway. A Party will use commercially reasonable efforts to notify (via telephone) of any emergency work necessary to prevent imminent injury, damage to property, or death and in such cases may proceed to correct/address such emergent work and shall contact the other Party after completion of such work.
5. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representatives of the Parties.
6. If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the Parties
7. This Agreement constitutes the sole agreement of the Parties with respect to its subject matter. It supersedes any prior written or oral agreements or communications between the Parties. It may not be modified except in a writing signed by the Parties.
8. If either Party fails to require the other to perform any term of this Agreement, that failure does not prevent the Party from later enforcing that term. If either Party waives the other's breach of a term, that waiver is not treated as waiving a later breach of the term.
9. If the services of an attorney are required by any party to secure the performance under this Agreement or otherwise upon the breach or default of the other party to this Agreement, or if any judicial remedy is necessary to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and other expenses, in addition to any other relief to which such prevailing party may be entitled.

IN WITNESS HEREOF, the Parties hereto have executed this Agreement on date indicated above.

{signature page to follow}

**FOREST PRESERVE DISTRICT OF
WILL COUNTY**

VILLAGE OF HOMER GLEN

Representative: _____

Representative: Carmen J. Marcolotto

Title: President

Title: Village Manager

Signature: Ad VanDyne

Signature: [Signature]

Date: 11-10-22

Date: 12/15/2022

Witnessed By: Mica S. Carnahan, Freeman

Witnessed By: Bria Cassin Gwalesin

Title: Secretary

Title: Assistant To The Village Manager

Signature: Mica S. Carnahan

Signature: Bria Cassin

Date: 11-10-22

Date: 12/15/22

EXHIBIT A

LEGEND

- EXISTING LOT LINES (DASHED)
- PROPOSED LOT LINES (SOLID)
- PROPOSED CONSTRUCTION LOT LINE (DOTTED)

NOTICE TO THE PUBLIC CONCERNING THE PROPOSED CONSTRUCTION OF A ROAD

NOTICE IS HEREBY GIVEN THAT THE BOARD OF SUPERVISORS OF WILL COUNTY, ILLINOIS, HAS APPROVED THE PROPOSED CONSTRUCTION OF A ROAD (DOTTED LINE) AS SHOWN ON THE ATTACHED MAP. THE PROPOSED ROAD IS TO BE CONSTRUCTED IN THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 11 EAST, OF THE 3RD P.M., VILLAGE OF HOMER GLEN, WILL COUNTY, ILLINOIS. THE PROPOSED ROAD IS TO BE 20 FEET WIDE AND 10 FEET HIGH. THE PROPOSED ROAD IS TO BE CONSTRUCTED IN THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 11 EAST, OF THE 3RD P.M., VILLAGE OF HOMER GLEN, WILL COUNTY, ILLINOIS. THE PROPOSED ROAD IS TO BE CONSTRUCTED IN THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 11 EAST, OF THE 3RD P.M., VILLAGE OF HOMER GLEN, WILL COUNTY, ILLINOIS.

GRANTOR'S CERTIFICATE

I, the undersigned, being duly qualified and sworn as a Notary Public in and for the State of Illinois, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in my records.

NOTARY PUBLIC
STATE OF ILLINOIS

GRANTEE'S CERTIFICATE

I, the undersigned, do hereby certify that I am the owner of the premises described in the foregoing and that I have read and understand the contents of the same and that I have executed the same voluntarily and without any duress, fraud, or coercion.

GRANTEE'S NAME: _____

ADDRESS: _____

CITY: _____

STATE: _____

ZIP: _____

GRANT OF LICENSE

OR

PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, IN TOWNSHIP 36 NORTH, RANGE 11 EAST OF THE 3RD P.M., VILLAGE OF HOMER GLEN, WILL COUNTY, ILLINOIS.

1 OF 1

323 Alana Drive
Mesa Loma, Reno 89451
1-800-424-3128 or 414-482-4100
www.hrGreen.com

LICENSE AGREEMENT

LICENSE NO. 22-15

INTERGOVERNMENTAL AGREEMENT 22-03

ORDINANCE NO. 627

TRACT NO. 290

Village of Homer Glen

Trail Connection to Spring Creek Greenway Trail at Messenger Marsh

This Agreement made and entered into this 10th day of November 2022, by Board approval, Ordinance No. XXX and by signature of both parties, by and between the Forest Preserve District of Will County (“LICENSOR”), a body corporate and politic, with principal offices at 17540 West Laraway Road, Joliet, Illinois 60433, and the Village of Homer Glen, a municipal corporation, with offices located at 14240 W. 151st St., Homer Glen, IL 60491 (“LICENSEE”), collectively (“PARTIES”) and individually (“PARTY”).

WHEREAS, the LICENSOR is the owner of property known as Tract 290 in Messenger Marsh Preserve (“PRESERVE”), with a Parcel Identification Number of 16-05-24-300-200-0000, respectively, and is authorized by State Statute (70 ILCS 805/6) to grant licenses “for the construction, operation and maintenance upon, under or across any property of such District of facilities for water, sewage, telephone, telegraph, electric, gas, renewable energy, or other public service, subject to such terms and conditions as may be determined by such District.” LICENSOR’s Ordinances and Policies allow the granting of utility, transportation, and ingress/egress licenses which do not contradict its mandate, ordinances, or policies, and which provide a public benefit; and

WHEREAS, the LICENSEE requires a license from the LICENSOR for the purpose of constructing, operating, using and maintaining a pathway (“FACILITIES”) within the portion of the PRESERVE legally described and depicted on Exhibit A (“LICENSE AREA”) and containing approximately 775 square feet.

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

1. The recitals and preambles to this agreement are hereby incorporated as fully set forth in this Paragraph 1.
2. The LICENSOR hereby grants to the LICENSEE a renewable, non-exclusive license for a term of ninety-nine (99) years, commencing the 10th day of November 2022 for the purpose of constructing, operating, and maintaining the FACILITIES in the LICENSE AREA and shall terminate on the November 10, 2121.
3. Per Intergovernmental Agreement 22-03, the LICENSOR agrees to issue License No 22-15 with an associated fee of \$0.00.

License # 22-15

4. (a) It is understood and agreed to by the parties that the LICENSEE is responsible for the safe and efficient design, permitting, installation, overall management, maintenance, and operation of the FACILITIES which are intended to remain in place for the duration of this Agreement. For this reason, the parties will make reasonable efforts to renegotiate this License according to the then-existing policies of the LICENSOR and the LICENSEE, respectively, and under reasonable terms and conditions.

(b) Should the License not be renewed, the LICENSEE will peaceably quit and surrender the LICENSE AREA to the LICENSOR and will, at LICENSEE's sole cost and expense, and unless otherwise approved in writing by LICENSOR, remove all the LICENSEE's installations, improvements, etc., and will restore any and all damaged property caused by the removal of the FACILITIES to the reasonable satisfaction of the LICENSOR. Removal and restoration shall be completed by the LICENSEE within One Hundred Twenty (120) days of the termination of this License, unless otherwise authorized in writing by the LICENSOR. If removal and restoration is not completed within this time then the LICENSOR may complete the removal and restoration and LICENSEE will reimburse LICENSOR for all cost and expenses in connection with such removal and/or restoration, including but not limited to employee compensation, cost of supplies and labor, and contractors' total expenses. This section shall survive the termination of this License.

5. The LICENSEE shall assume all risks and liabilities for damages, injuries, or loss to either property or persons which may be incurred by the LICENSEE or its agents, contractors, subcontractors and invitees and any employees of each of them within the LICENSE AREA, except for those liabilities caused by the intentional acts or omissions of LICENSOR.

6. The LICENSEE does not have the right to license or otherwise grant or assign rights in, on, under, or across the LICENSE AREA to other parties.

7. The LICENSEE shall at all times conduct its activities within the LICENSE AREA in such a manner as not to unreasonably interfere with or otherwise impede the LICENSOR's use, management, and development of the PRESERVE and other LICENSOR property.

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

License # 22-15

The LICENSEE agrees to indemnify, defend and hold harmless the LICENSOR, its officers, directors, agents and employees from and against all claims, demands, actions, or suits in law or in equity (including costs and expenses such as reasonable attorney's fees and expert witness fees incident thereto) for, or on account of, injury, damage or loss to the person, including death, or property arising out of the use of the FACILITIES by a third party, including but not limited to any claims relating to the condition of the facilities or the failure to enforce rules and regulations relating to the use of the FACILITIES. Notwithstanding anything to the contrary in this paragraph 8, in no event shall LICENSEE's indemnification liability hereunder with respect to LICENSOR extend to matters to the extent caused by any gross negligence or willful misconduct by LICENSOR or its agents, contractors, subcontractors, invitees or employees

9. If the services of an attorney are required by LICENSOR or LICENSEE to secure the performance under this LICENSE or otherwise upon the breach or default of the other party to the LICENSE, or if any judicial remedy is necessary to enforce or interpret any provision of the LICENSE, the prevailing party shall be entitled to reasonable attorney's fees, costs and other expenses, in addition to any other relief to which such prevailing party may be entitled.

10. Special Use Permits shall be secured from the LICENSOR by the LICENSEE, its contractors, subcontractors, and any others doing work at the request, direction or instruction of or for LICENSEE prior to any and all work within LICENSOR property, including LICENSE AREA. LICENSEE shall, at all times during the term of this AGREEMENT, maintain a policy of general liability insurance with coverage of not less than \$1,000,000 per occurrence, which insurance policy shall be primary and non-contributory to any insurance maintained by LICENSOR. The foregoing general liability insurance policy shall provide an endorsement insuring the LICENSEE's obligations under Paragraph 8 hereof. Special Use Permit applications will be accompanied by a Certificate of Liability Insurance, evidencing the required coverage, and providing that "The Forest Preserve District of Will County is additional insured with respect to general liability coverage."

11. Except in emergencies, the LICENSOR shall provide the LICENSEE with forty-eight (48) hours advance notice prior to any activity within the LICENSE AREA which is being taken pursuant to the LICENSEE's rights granted herein. LICENSEE will use commercially reasonable efforts to notify (via telephone) LICENSOR of any emergency work necessary to prevent imminent injury, death, or loss of service and in such cases may proceed to correct/address such emergency work and shall contact LICENSOR after completion of such work and will submit an application for a Special Use Permit in accordance with Paragraph 10 within 48-hours after work commences for any emergency work.

12. The provisions of any of the LICENSOR's currently existing agreements with respect to the LICENSE AREA, and all rights, powers, privileges, duties, obligation, and liabilities created thereby, shall remain in full force and effect, and are not affected hereby except to the extent and in the manner set forth herein. LICENSEE's rights and obligations hereunder are subject to the rights, powers, privileges, duties, obligation, and liabilities under such existing agreements.

13. Should the LICENSEE cause any damage to the PRESERVE in the carrying out its rights and obligations under this License, then the LICENSEE shall promptly restore the PRESERVE or LICENSOR property to the LICENSOR's sole, but reasonable satisfaction.

License # 22-15

14. The LICENSEE is responsible for complying at all times with all necessary Federal, State, County laws, rules and regulations, and procuring any municipal permits, variances, signoffs, and other approvals required to install, maintain, operate, repair and remove the FACILITIES. Should the LICENSEE perform any grading, leveling, digging or excavation on the LICENSE AREA, the LICENSEE shall comply with all notice requirements of J.U.L.I.E. The LICENSEE shall provide copies of all applications, baseline information, natural and cultural resource data reports, Environmental Impact Statements, and Environmental Assessment Reports required by the permitting agencies for the LICENSOR's review and comment. Proof of permits and signoffs will be required prior to excavation, earthwork or clearing.

15. This Agreement and the covenants contained herein shall extend to and be binding upon the successors and assigns of the parties hereto. Failure to comply with any of the conditions of this Agreement, after written notice of such failure to LICENSEE and failure by LICENSEE to cure such failure within 30 days after receipt of such notice, shall, at LICENSEE's election, terminate this Agreement whereupon LICENSEE shall be required to remove of all LICENSEE's installations, improvements, etc., and restoration by the LICENSEE of the LICENSE AREA in conformity with the requirement of Paragraph 4(b), above. Nothing herein shall be construed to give LICENSEE any rights in the LICENSE AREA other than as specifically set forth in this Agreement.

16. If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and, provided that the fundamental terms and conditions of this Agreement (including, without limitation, Paragraphs 4, 5, 8, and Paragraph 13) remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the parties.

17. A breach of the Intergovernmental Agreement authorizing this Agreement and License shall be deemed to be a breach of this Agreement and License.

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

(Signatures to Follow)

LICENSEE:
Village of Homer Glen

Representative: Connor J. Mawelle
Title: Village Manager
Representing: Village of Homer Glen

Signature: 

Date: 12/15/22

Witnessed by: Gia Cassin
Title: AST-2 Village Manager

Signature: 
Date: 12-15-22

LICENSOR:
Forest Preserve District of Will County

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

Signature: 

Date: 11-10-22

Witnessed by: MICA S. Curran
Title: Secretary, Board of Commissioners

Signature: 
Date: 11-10-22

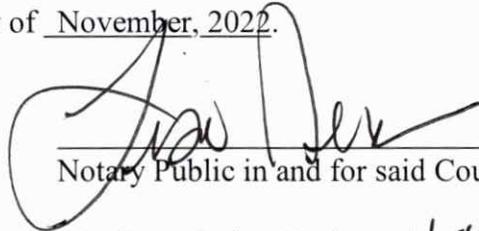
Notarization:

State of Illinois)
) ss.
County of Will)

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

Witness my hand and official seal, this 10th day of November, 2022.





Notary Public in and for said County
My Commission Expires: 11 10 22

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

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

Notarization:

State of ILLINOIS)
) ss.
County of WILL)

I, the undersigned, a Notary Public in, and for said County, in the State aforesaid, DO HEREBY CERTIFY that CAROL MAURELLA, personally known to me to be the VILLAGE MANAGER, respectively, of the **Village of Homer Glen**, and to be the same persons whose names are subscribed to the foregoing instrument as such VILLAGE MANAGER, respectively, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said entity for the uses and purposes therein set forth; and on their respective oaths stated that HE were duly authorized to executed said instrument, and that the seal affixed thereto is the seal of said entity. WAS

Witness my hand and official seal, this 15TH day of DECEMBER, 2022 at.



Gia C. Cassin
Notary Public in and for said County

My Commission Expires: 7-9-24

EXHIBIT A – LICENSE AREA LEGAL DESCRIPTION

THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 24, THENCE NORTH 01 DEGREE 34 MINUTES 46 SECONDS WEST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 24, FOR A DISTANCE OF 241.61 FEET TO A POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 25 MINUTES 14 SECONDS WEST FOR A DISTANCE OF 12.61 FEET; THENCE SOUTH 78 DEGREES 16 MINUTES 50 SECONDS WEST FOR A DISTANCE OF 48.06 FEET; THENCE SOUTH 44 DEGREES 43 MINUTES 04 SECONDS WEST FOR A DISTANCE OF 11.60 FEET; THENCE NORTH 12 DEGREES 26 MINUTES 53 SECONDS WEST FOR A DISTANCE OF 22.56 FEET; THENCE SOUTH 70 DEGREES 00 MINUTES 11 SECONDS EAST FOR A DISTANCE OF 11.70 FEET; THENCE NORTH 78 DEGREES 16 MINUTES 50 SECONDS EAST FOR A DISTANCE OF 48.94 FEET; THENCE NORTH 88 DEGREES 25 MINUTES 14 SECONDS EAST FOR A DISTANCE OF 13.50 FEET TO SAID EAST LINE; THENCE SOUTH 01 DEGREE 34 MINUTES 46 SECONDS EAST ALONG SAID EAST LINE, 10.00 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

99-YEAR MULTI-USE PATH LICENSE (M.U.P.L.) CONTAINING 775 SQ.FT. OR 0.018 ACRES, MORE OR LESS
TEMPORARY CONSTRUCTION LICENSE (T.C.L.) CONTAINING 1,040 SQ.FT. OR 0.024 ACRES, MORE OR LESS

