# NOTICE OF A SPECIAL MEETING OF THE VILLAGE BOARD OF TINLEY PARK

A Special Meeting of the Mayor and Board of Trustees of the Village of Tinley Park is scheduled for Tuesday, April 7, 2020 beginning at 7:00 p.m. in the

Council Chambers located at the Village Hall of Tinley Park 16250 South Oak Park Avenue Tinley Park, Illinois

A copy of the agenda for this meeting is attached hereto and can be found at <a href="https://www.tinleypark.org">www.tinleypark.org</a>.

#### **NOTICE - MEETING MODIFICATION DUE TO COVID-19**

Pursuant to Governor Pritzker's Executive Order 2020-07 which suspends the requirement of the Illinois Open Meetings Act requiring in-person attendance by members of a public body during the duration of the Gubernatorial Disaster Proclamation, the members of the Village Board will be participating in the meeting through a video and audio access using the virtual meeting platform, GoTo Meeting.

To join the meeting from your computer, tablet or smartphone. <a href="https://www.gotomeet.me/tpmeetings">https://www.gotomeet.me/tpmeetings</a>

You can also dial in using your phone. United States: +1 (646) 749-3112

Access Code: 972-369-341

New to GoToMeeting? Get the app now and be ready when your first meeting starts: <a href="https://global.gotomeeting.com/install/972369341">https://global.gotomeeting.com/install/972369341</a>

Attendees who participate via GoTo Meeting are subject to the terms of use which can be found at this web address <a href="https://www.logmeininc.com/legal/privacy?c">https://www.logmeininc.com/legal/privacy?c</a> prod=care&c name=iph.

A livestream of the electronic meeting will be broadcasted at Village Hall. Pursuant to Governor's Executive Order No. 2020-10 and CDC guidelines, no more than 10 people will be allowed in the Council Chambers at any one time. Anyone in excess of 10 people will be asked to wait in another room with live feed to the meeting until the agenda item for which the person or persons would like to speak on is being discussed or until the open floor for public comments.

Public comments can be emailed in advance of the meeting to clerksoffice@tinleypark.org by noon on Tuesday, April 7, 2020. For public health and safety purpose, it is strongly urged that comments be submitted electronically.

Kristin A. Thirion Clerk Village of Tinley Park

#### **MEETING NOTICE**

**NOTICE IS HEREBY GIVEN** that the Special Meeting of the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois will be held on Tuesday, April 7, 2020, beginning at 7:00 p.m. in the Council Chambers at the Village Hall of Tinley Park, 16250 South Oak Park Avenue, Tinley Park, Illinois.

7:00 p.m. CALL TO ORDER

ROLL CALL

#### **ITEM #1** MOTION TO OPEN A PUBLIC HEARING

SUBJECT: CONDUCT A PUBLIC HEARING ON A PROPOSED ANNEXATION AGREEMENT FOR

THE PROPERTY LOCATED AT 18501 RIDGELAND AVENUE - MAD OUTDOOR, INC. -

**Trustee Mueller** 

**ACTION:** 

Discussion: The Petitioners, David Malay and Mark Hirtzer, on behalf of Mad Outdoor, Inc., have petitioned the Village of Tinley Park to annex their approximate 16.58 acre parcel located at 18501 Ridgeland Avenue. There are three (3) billboards with four (4) sign faces currently located on the property that will be rendered illegal non-conforming upon annexation. Per the Annexation Agreement, these billboards will be allowed to continue in their current configuration subject to Section IX.N (Non-Conforming Signs) of the Tinley Park Zoning Ordinance. The property will be annexed as R-1, Single Family Residential Zoning District. Any redevelopment of the parcel will need to conform to Village Code, Ordinances and Regulations, as amended from time to time.

As part of the Annexation Agreement, the Petitioners have agreed to provide one month of advertising per year on one billboard free of charge with the exception of a nominal production cost of \$700 (which amount represents present value and future costs shall reflect then current costs) for layout and printing.

- a. Open the Public Hearing.
- b. Receive comments from the Petitioner.
- c. Receive comments from the public.
- d. Close or continue public hearing.

#### MOTION TO CLOSE THE PUBLIC HEARING

COMMENTS:	
ITEM #2	
SUBJECT:	RECEIVE COMMENTS FROM THE PUBLIC
COMMENTS:	

ADJOURN THE SPECIAL BOARD MEETING



**Date:** March 17, 2020

**To:** Dave Niemeyer, Village Manager

Kimberly Clark, Community Development Director

**From:** Paula J. Wallrich, AICP

Planning Manager

Subject: Resolution# 20-R-0xx, Annexation Agreement for 18501 Ridgeland-



#### **Background**

David Malay and Mark Hirzter, on behalf of Mad Outdoor, Inc, have petitioned the Village of Tinley Park to annex the approximate 16.58 acre parcel located at 18501 Ridgeland Avenue. This request is a consequence of the owners receiving notification that their property was in zoning violation with Cook County due to the three (3) billboards (with four sign faces) erected on the property. In response to this notification, the Owners of the property petitioned Cook County for a rezoning from County R-4 (Single Family Residential) to I-1 (Restricted Industrial) zoning in the County in order to protect their existing billboards on the site.

In May of 2019 the Village received notice of the rezoning request. In June of 2019 the Village Board passed Resolution 2019-R-050 opposing the zoning application due to the proximity to residential uses and the potential for conflicting land uses permitted in the County's I-1 District. The filing of the opposition Resolution results in a required supermajority approval vote in the county for the rezoning.

Subsequently, the applicant has requested the rezoning application be placed on hold in the County pursuant annexation discussions with the Village. Discussions with the property owners revealed they have no intention to develop the parcel for any industrial uses; their goal is to retain the three billboards existing on the site. They are seeking annexation to the Village and request the billboards be allowed to remain. The attached Annexation Agreement reflects the Petitioners request to retain the existing billboards as illegal non-conforming signs and protects the surrounding residents by limiting future land uses to those allowed in the R-1 Single Family Residential Zoning District.

#### **Discussion**

The annexation of the subject parcel will allow the Village to control the future development and zoning of the property. Even though the Village Zoning Ordinance prohibits billboards, they can be allowed to continue in their current state through the annexation process as illegal non-conforming signs subject to Section IX.N (Non-Conforming Signs) of the Tinley Park Zoning Ordinance. As a non-conforming sign they are not allowed to be changed or altered in any manner that will increase their non-conformity; they are not allowed to be enlarged or expanded or structurally altered to prolong its useful life; or moved in whole or part to any other location. If destroyed or damaged beyond 50% of its replacement cost they have to be rebuilt in compliance with code. The agreement also allows for future connection to Village utilities provided the required payment of connection and recapture fees are paid.

The annexation of the subject parcel will provide tax revenue for the existing improvements on the property. The property is encumbered with significant floodplain therefore future development of the parcel may necessitate significant engineering costs which wiill likely limit development scenarios. The frontage along I-80 has limited access to the property which also compromises its development potential. Any redevelopment proposal will require typical Village entitlement protocols in full compliance with all Village Ordinances, Codes and Regulations.

Although billboards are a prohibited use they were erected in 1968 and have existed in their current configuration since that time. They are located approximately 420 to 750 feet from residential structures to the west and north respectfully with some screening by natural vegetation and typography.



The annexation of 18501 Ridgeland was discussed at the February 25, 2020, Community Development Committee. At that meeting it was suggested that staff negotiate free advertising space on the billboard; this has been successfully incorporated into the agreement. The Agreement provides for the donation of advertising space on one of the existing billboards by the Village for civic purposes. A nominal production cost of \$700 (which amount represents present value and future costs shall reflect then current costs) will be paid by the Village for each layout and printing. The Owner will provide such advertising space at least once a year for a term no less than one (1) month.

A public hearing on the annexation agreement is scheduled for April 7, 2020.

#### THE VILLAGE OF TINLEY PARK

Cook County, Illinois Will County, Illinois

### RESOLUTION NO. 2020-R-020

### A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT WITH MAD OUTDOOR INC. LOCATED AT 18501 RIDGELAND AVENUE

JACOB C. VANDENBERG, PRESIDENT KRISTIN A. THIRION, VILLAGE CLERK

CYNTHIA A. BERG
WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
MICHAEL W. GLOTZ
MICHAEL G. MUELLER
Board of Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park Peterson, Johnson, and Murray Chicago, LLC, Village Attorneys 200 W. Adams, Suite 2125 Chicago, IL 60606

### VILLAGE OF TINLEY PARK Cook County, Illinois

Will County, Illinois

#### RESOLUTION NO. 2020-R-020

### A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT WITH MAD OUTDOOR INC. LOCATED AT 18501 RIDGELAND AVENUE

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, did hold a public hearing to consider an annexation agreement for the annexation of certain property not presently within the corporate limits of any municipality but contiguous to the Village of Tinley Park, a true and correct copy of such Annexation Agreement (the "Annexation Agreement") being attached hereto and made a part hereof as **EXHIBIT 1**; and

**WHEREAS**, the aforesaid public hearing was held pursuant to legal notice as required by law, and all persons desiring an opportunity to be heard were given such opportunity at said public hearing; and

**WHEREAS**, the statutory procedures provided in 65 ILCS 5/11-15.1-1 of the Illinois Municipal Code with regard to the making of annexation agreements have been fully complied with by the parties of this Annexation Agreement; and

- **WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Annexation Agreement be entered into by the Village of Tinley Park.
- **NOW, THEREFORE**, **Be It Resolved** by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:
- <u>Section 1:</u> The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.
- <u>Section 2:</u> That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid Annexation Agreement be entered into and executed by said Village of Tinley Park, with said Annexation Agreement to be substantially in the form attached hereto and made a part hereof as <u>EXHIBIT 1</u> subject to review and revision as to form by the Village Attorney.
- <u>Section 3:</u> That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Annexation Agreement.

Section 4: That this Resolution shall take effect from and after its adoption and approval
<b>ADOPTED</b> this 7 <sup>th</sup> day of April, 2020, by the Corporate Authorities of the Village of
Tinley Park on a roll call vote as follows:
AYES:
NAYS:
ABSENT:
APPROVED THIS 7 <sup>th</sup> day of April, 2020.
VILLAGE PRESIDENT
ATTEST:
VILLAGE CLERK

STATE OF ILLINOIS COUNTY OF COOK COUNTY OF WILL	,	SS			
		C	ERTIFICATE		
I, KRISTIN A. THIRIO	ON, Village	Clerk of	f the Village of Tinley	Park, Counties of Co	ook and Will
and State of Illinois, I	DO HEREB	Y CER	TIFY that the forego	ing is a true and cor	rect copy of
Resolution No. 2020-	R-020, "A F	RESOLU	UTION AUTHORIZI	NG THE EXECUTI	ON OF AN
ANNEXATION AGI	REEMENT	WITH	MAD OUTDOOR	INC .LOCATED	AT 18501
RIDGELAND AVENUE" which was adopted by the President and Board of Trustees of the					
Village of Tinley Park	April 7, 202	0.			
IN WITNESS	WHEREOF,	I have 1	hereunto set my hand	and affixed the corpo	orate seal of
the Village of Tinley F	Park this		day of	, 2020.	

KRISTIN A. THIRION, VILLAGE CLERK

#### ANNEXATION AGREEMENT -MAD OUTDOOR, INC.,

#### 18501 RIDGELAND AVENUE

This Agreement is entered into thisday of 2020, by and between the
VILLAGE OF TINLEY PARK, Illinois, a municipal corporation (hereinafter referred to as the
"Village"); and MAD OUTDOOR, INC., an Illinois Corporation with a Registered Office located
at 15941 S. Harlem Avenue, #102, Tinley Park, 60477, (hereinafter referred to as "Owner").

#### **RECITALS:**

- 1. The Property subject to this is legally described in **EXHIBIT A** attached hereto and hereby made a part hereof. Said property is hereinafter referred to as the "Subject Property" (P.I.N. 31-05-101-002-0000).
- 2. Owners has confirmed that they are the sole owner, and have legal title to said Subject Property.
- 3. The Subject Property is generally located at 18501 Ridgeland Avenue and is not contained within the corporate limits of any municipality. The Subject Property contains approximately 16.58 acres and is contiguous with the Village of Tinley Park.
- 4. The Village of Tinley Park is a Home Rule Unit pursuant to the provisions of the Illinois Constitution, Article VII, Section 6, and the terms, conditions and acts of the Village under this Agreement are entered into and performed pursuant to the Home Rule powers of the Village and the statutes in such cases made and provided.
- 5. Owner has petitioned the Village for annexation to the Village of the Subject Property, conditioned on the approval of this Agreement.

- 6. The parties hereto have fully complied with all relevant statutes of the State of Illinois and the code and ordinances of the Village with respect to annexation including the filing of a petition by the Owner requesting annexation of the above-described Subject Property. A public hearing has been held by the Corporate Authorities of the Village on this Annexation Agreement after due notice was given as required by law.
- 7. All reports by all relevant governmental entities have been submitted enabling appropriate action by the Village Board of Trustees to achieve the following:
  - (a) Adoption and execution of this Agreement by resolution;
- (b) Enactment of an annexation ordinance annexing the Subject Property as described above to the Village;
- (c) The adoption of such other ordinances, resolutions and actions as may be necessary to fulfill and implement this Agreement pursuant to the terms and conditions herein contained.
- 8. The Subject Property is not within a Fire Protection District or a Public Library District, and accordingly no notices relative to the annexation are required. Further, there is no road on or adjacent to the Subject Property under the jurisdiction of Rich Township (Cook County) and accordingly, no notices relative to the annexation are required.
- 9. The parties hereto have determined that it is in the best interests of the Village and the Owner and in furtherance of the public health, safety, comfort, morals and welfare of the community to execute and implement this Agreement.
- 10. The Introduction and Recitals hereto are hereby incorporated by reference as a part of this Agreement.

NOW, THEREFORE, in consideration of the above and foregoing and the mutual promises and covenants herein contained, the parties hereto agree as follows:

#### **SECTION ONE - ANNEXATION**

The Owner has filed a petition for annexation to the Village of the Subject Property subject to the relevant provisions of Chapter 65, Act 5, Article 7, of the <u>Illinois Compiled Statutes</u>, (65 ILCS 5/7-1-1 et seq.) and such other statutory provisions as may be relevant, and the Home Rule powers of the Village..

The Village shall proceed to consider the question of annexing the Subject Property and do all things necessary or appropriate to cause the Subject Property to be validly annexed to the Village. The Subject Property shall be annexed in whole. All ordinances, plats, affidavits and other documents necessary to accomplish said annexation shall be recorded by the Owner at the Owner's expense including the Plat of Annexation attached hereto as **Exhibit B.** The annexation of the subject property will extend boundaries to the far side of adjacent right-of-ways which are under the jurisdiction of Cook County and the Illinois Department of Transportation.

The Owner shall pay to the Village of all expenses enumerated within this Agreement as hereinafter stated:

Annexation	\$3,000
Zoning	\$ 750
Total	\$3,750

#### <u>SECTION TWO – RETENTION OF EXISTING USE</u>

It is the Owner's intent to retain three (3) existing non-conforming billboard signs, comprising four (4) sign faces, on the property. The three (3) billboard signs measure 10'6" x 32' each with a wood lattice apron and are approximately 17' in height. Photographs of the billboards

are attached hereto as **Exhibit C.** The Village acknowledges that billboards are a prohibited sign type in the Village, however said signs will be allowed to continue in their current configuration as illegal non-conforming signs subject to Section IX.N (Non-Conforming Signs) of the Tinley Park Zoning Ordinance. Any future development of or construction upon the Subject Property subsequent to the execution of this Agreement shall be in full compliance with all Village Ordinances, Codes and Regulations.

#### SECTION THREE - VILLAGE USE OF BILLBOARD

The Owner has agreed to donate advertising space on the existing billboard for use by the Village for civic purposes. A nominal production cost of \$700 (which amount represents present value and future costs shall reflect then current costs) will be paid by the Village for each layout and printing. The Owner will provide such advertising space at least once a year for a term no less than one (1) month. The Owner shall provide the Village with a minimum of one (1) month notice prior to any opportunity for billboard use.

#### **SECTION FOUR - ZONING**

After annexation of the Subject Property and the completion of all required public hearings, the Village agrees to adopt the necessary ordinances or resolutions to zone the property R-1 (Single-Family Residential).

#### SECTION FIVE - UTILITY CONNECTIONS AND RECAPTURE

Owners or future Developer shall have the right to connect to and use Village systems and mains upon payment of the tap-on/connection fees set forth in the Village Code. If any new mains

are to be constructed or existing mains need to be extended, all such costs shall be borne by the Owner. All utilities shall be placed underground by Owner at Owner's expense.

#### **SECTION SIX - EASEMENTS**

The Owner agrees to maintain a cross access easement with the property to the north for purposes of access to the Owner's property. The Owner agrees to grant to the Village all easements over, in, or under, the Subject Property as the Village deems necessary to construct and required public improvements.

#### **SECTION 7 - DISCONNECTION**

The Owner agrees to take no action to disconnect, and to seek petition for disconnection, of the Subject Property, or any portion thereof, from the Village. This provision shall also apply to all subsequent owners or developers.

#### <u>SECTION EIGHT - REIMBURSEMENT OF COSTS</u>

Owner shall reimburse the Village for all actual costs incurred by the Village's retained consultants including but not limited to attorney in connection with the Owner's Annexation Petitions.

#### **SECTION NINE – TERM**

This Agreement shall be binding upon the Parties and their respective successors and assigns for twenty (20) years, commencing as of the date hereof, and for such further terms as may hereinafter be authorized by statute and by Village Code, Ordinances and Regulations. If any of the terms of this Agreement, or the annexation or zoning of the Subject Property is challenged in any court proceeding, then to the extent permitted by law, the period of time during which such litigation is pending shall not be considered or included in calculating said twenty (20) year period.

The expiration of Term of this Agreement shall not affect the continuing validity of the zoning of the Subject Property or any ordinance that may be enacted by the Village pursuant to this Agreement.

#### <u>SECTION TEN – MISCELLANEOUS</u>

- A. <u>Amendment.</u> This Agreement, and the exhibits attached hereto, may be amended only by mutual consent of the Parties or their successors in interest, by adoption of an ordinance by the Village approving said amendment as approved by said Parties or their successors in interest.
- B. <u>Severability</u>. 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, agreements and portions of this Agreement. To that end, all provisions, covenants, agreements and portions of the Agreement are declared to be severable. If for any reason the annexation or zoning of the Subject Property is ruled invalid, in whole or in part, the Corporate Authorities, as soon as possible, shall take such actions (including the holding of public hearings, and the adoption of ordinances and resolutions) as may be necessary to give effect to the spirit and intent of this Agreement and the objectives of the Parties, as disclosed by this Agreement, provided that the foregoing shall be undertaken as the expense of the Owner.
- C. <u>Entire Agreement</u>. This Agreement sets forth all agreements, undertakings and covenants between and among the Parties. This Agreement supersedes all prior agreements, negotiations and understandings, written and oral, and is a full integration of the entire agreement of the Parties.

D. <u>Survival.</u> The provisions contained herein shall survive the annexation of the Subject Property and shall not be merged or expunged by the annexation of the Subject Property to the Village. The provisions of this Agreement related to zoning of the Subject Property, easements, and any fees to be paid by the Owner, including without limitation impact fees of any nature, shall survive the termination of this Agreement. All fees and charges to be paid by the Owner under this Agreement shall be contractual and shall survive any judicial determination of

the invalidity or inapplicability of any Village Code, Ordinance and Regulations providing for

payment of same.

E. <u>Successors and Assigns</u>. This Agreement shall inure to the benefit of, and be binding upon, the Owner, and their respective heirs, legal representatives, successors, grantees, lessees, and assigns, and upon successor corporate authorities of the Village and successor municipalities and shall constitute a covenant running with the land. This Agreement may not be assigned without the approval of the President and Board of Trustees of the Village of Tinley Park.

F. <u>Notices</u>. Any notice required or permitted by the provisions of this Agreement shall be in writing and sent by certified mail, return receipt requested, or personally delivered, to the Parties at the following addresses, or at such other addresses as the Parties may, by notice, designate:

If to Village:

With a copy to:

Village of Tinley Park David Niemeyer 16250 S. Oak Park Avenue Tinley Park, Illinois 60477 Paul O'Grady Peterson Johnson & Murray, Chicago,LLC 200 W. Adams St., Suite 2125 Chicago, Illinois 60606

If to the Owner: Mark Hirtzer 15941 S. Harlem Ste. 102 Tinley Park, IL. 60477 With a copy to: Nicholas J. Ftikas 221 N. LaSalle St. 38<sup>th</sup> Floor Chicago, IL 60601 David Malay 15941 S. Harlem Ave #102 Tinley Park, Il 60477

Notices shall be deemed given on the fifth (5<sup>th</sup>) business day following deposit in the U.S. Mail if given by certified mail as aforesaid, and upon receipt, if personally delivered.

G. <u>Time of Essence.</u> Time is of the essence of this Agreement and of each and every provision hereof.

H. <u>Village Approval.</u> Wherever any approval or consent of the Village, or of any of its departments, officials or employees, is called for under this Agreement, the same shall not be unreasonably withheld or delayed.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the date first above written and, by so executing, each of the Parties warrants that it possesses full right and authority to enter into this Agreement.

MAD	<b>OUTDOOI</b>	SINC
MAD	OCIDOO	1, III .

VILLAGE OF TINLEY PARK,

By: Mark Hirtzer, Owner	By: Jacob Vandenberg, Village President
By: David Malay, Owner	

#### **EXHIBIT A**

#### LEGAL DESCRIPTION OF TERRITORY

LEGAL DESCRIPTION 18501 RIDGELAND

THAT PART OF THE NORTH 112 ACRES OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 5, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN.LYING SOUTH OF THE INDIAN BOUNDARY LINE BOUNDED AND DESCRIBED AS FOLLOWS, COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF RIDGELAND AVENUE AND THE INDIAN BOUNDARY LINE; THENCE NORTHEAST ALONG THE INOIAN BOUNDARY LINE TO A POINT, SAID POINT BEING A LINE 33 FEET EAST OF ANO PARALLEL TO THE CENTER LINE OF RIDGELAND AVENUE; THENCE NORTHEASTERLY ALONG THE INDIAN BOUNDARY LINE A DISTANCE OF 98.63 FEET TO A POINT, SAID POINT BEING 101.14 FEET EAST OF THE CENTER LINE OF RIDGELAND AVENUE (AS MEASURED AT RIGHT ANGLES THERETO) FOR A PLACE OF BEGINNING; THENCE SOUTHERLY ALONG A LINE MAKING AN ANGLE OF 128 DEGREES 26 MINUTES 23 SECONDS TO THE RIGHT OF THE LAST DESCRIBED COURSE EXTENDED. A DISTANCE OF 246.75 FEET TO A POINT. SAID POINT BEING 130 FEET EAST OF THE CENTER LINE OF RIDGELAND AVENUE (AS MEASURED AT RIGHT ANGLES THERETO); THENCE NORTHEASTERLY ALONG A LINE MAKING AN ANGLE OF 113 DEGREES 48 MINUTFS 40 SECONDS TO THE LEFT OF THF I AST DESCRIBED COURSE EXTENDED TO A POINT SAID POINT BEING ON THE NORTH LINE OF THE NORTH 112 ACRES OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 5, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYINC SOUTH OF THE INDIAN BOUNDARY LINE AND 549.55 FEET WEST OF THE EAST LINE OF THE NORTH 112 ACRES OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 5. TOWNSHIP 35 NORTH, RANCE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN. LYING SOUTH OF THE INDIAN BOUNDARY LINE; THENCE WEST ALONG THE NORTH LINE OF THF NORTHWEST FRACTIONAL 1/4 OF SECTION 5. TOWNSHIP 35 NORTH. RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN. SOUTH OF INDIAN BOUNDARY LNE TO INDIAN BOUNDARY LINE; THENCE SOUTHWESTERLY ALONG THE INDIAN BOUNDARY LINE TO THE PLACE OF BEGINNING. IN COOK COUNTY, ILLINOIS.

## EXHIBIT B PLAT OF ANNEXATION



EXHIBIT C
PHOTOGRAPHS OF BILLBOARDS







