VILLAGE OF BRADLEY

RESOLUTION NO. **R-01-24-10**

A RESOLUTION ACCEPTING THE DEDICATION OF AN EASEMENT FOR GRADING AND DRAINAGE PURPOSES OVER CERTAIN PROPERTY LOCATED WITHIN THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS
(PIN: 17-09-29-223-051)

ADOPTED BY THE
BOARD OF TRUSTEES OF THE
VILLAGE OF BRADLEY

THIS 8th DAY OF JANUARY 2024

Published in pamphlet form by the authority of the Board of Trustees of the Village of Bradley, Kankakee County, Illinois this 8th day of January 2024.

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WHEREAS, the Corporate Authorities of the Village of Bradley, Kankakee County, Illinois, have the authority to adopt resolutions and to promulgate rules and regulations that pertain to its government and affairs and protect the public health, safety, and welfare of its citizens; and

WHEREAS, pursuant to Section 11-105-1 of the Illinois Municipal Code (65 ILCS 5/11-105-1), the Village is authorized to accept grants of real property for any legitimate public purpose; and

WHEREAS, Bruce E. Page (the "Owner") is the owner of certain property located within the corporate boundaries of the Village, which property is commonly known as 265 S. Dearborn Ave., Bradley, IL 60915, and presently bears the PIN: 17-09-29-223-051 (the "Subject Property"); and

WHEREAS, the Owner has offered to grant the Village a permanent grading and drainage easement over part of the Subject Property, as set forth in Exhibit 1, attached hereto and fully incorporated herein (the "Easement"); and

WHEREAS, the Village has determined that it is necessary, expedient, and in the best interests of the Village and its citizens to accept the Easement on the Subject Property.

NOW THEREFORE, BE IT RESOLVED BY THE CORPORATE AUTHORITIES OF THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, PURSUANT TO ITS STATUTORY AUTHORITY, AS FOLLOWS:

SECTION 1: The Corporate Authorities hereby find that all of the recitals contained in the preamble to this Resolution are true, correct, and complete and are hereby incorporated by reference hereto and made a part hereof.

SECTION 2: The Corporate Authorities of the Village hereby accept the grant of the Easement over the Subject Property, as set forth on Exhibit 1. The Village Clerk is hereby authorized and directed to record said Easement in the office of the Kankakee County Recorder of Deeds, and thereafter to keep a copy of such Easement in the Village's files.

SECTION 3: In the event that any provision or provisions, portion or portions, or clause or clauses of this Resolution shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provisions, portions, or clauses of this Resolution that may be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clause or clauses.

SECTION 4: All ordinances, resolutions, motions, or parts thereof, conflicting with any of the provisions of this Resolution, are hereby repealed to the extent of the conflict.

SECTION 5: The Village Clerk is hereby directed to publish this Resolution in pamphlet form.

SECTION 6: This Resolution shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

[*Intentionally Blank*]

PASSED by the Board of Trustees on a roll call vote on the 8th day of January 2024.

TRUSTEES:

RYAN LEBRAN	Aye – ✓	Nay – ____	Absent – ____
BRIAN BILLINGSLEY	Aye – ✓	Nay – ____	Absent – ____
DARREN WESTPHAL	Aye – ✓	Nay – ____	Absent – ____
BRIAN TIERI	Aye – ✓	Nay – ____	Absent – ____
GRANT D. VANDENHOUT	Aye – ✓	Nay – ____	Absent – ____
GENE JORDAN	Aye – ✓	Nay – ____	Absent – ____

VILLAGE PRESIDENT:

MICHAEL WATSON	Aye – ____	Nay – ____	Absent – ____
TOTALS:	**Aye –** 6	**Nay –** Ø	**Absent –** ____

ATTEST:

KELLI BRZA, VILLAGE CLERK

APPROVED this 8th day of January 2024.

MICHAEL WATSON, VILLAGE PRESIDENT

ATTEST:

KELLI BRZA, VILLAGE CLERK

STATE OF ILLINOIS)
) §§
COUNTY OF KANKAKEE)

I, KELLI BRZA, Village Clerk of the Village of Bradley, County of Kankakee and State of Illinois, DO HEREBY CERTIFY that the attached is a true, perfect, and complete copy of Resolution number **R-01-24-10**, "A RESOLUTION ACCEPTING THE DEDICATION OF AN EASEMENT FOR GRADING AND DRAINAGE PURPOSES OVER CERTAIN PROPERTY LOCATED WITHIN THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS (PIN: 17-09-29-223-051)," which was adopted by the Village Corporate Authorities at a meeting held on the 8th day of January 2024.

IN WITNESS WHEREOF, I have hereunto set my hand in the Village of Bradley, County of Kankakee and State of Illinois, on this 8th day of January 2024.

KELLI BRZA, VILLAGE CLERK

(SEAL)

Exhibit 1

Grant of Permanent Grading and Drainage Easement

State of Illinois
County of Kankakee

Prepared By & Return To:
Michael A. Santschi (#6321441)
SPESIA & TAYLOR
1415 Black Road
Joliet, Illinois 60435
(815) 726-4311

Grantor: Bruce E. Page
Address: 265 S. Dearborn Ave., Bradley, IL 60915
PIN: 17-09-29-223-051

GRANT OF PERMANENT GRADING AND DRAINAGE EASEMENT

The Grantor, Bruce E. Page, as owner of the real estate hereinafter described, for and in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency whereof is hereby acknowledged, hereby grants, bargains, sells, conveys, and warrants to the Village of Bradley, an Illinois municipal corporation with a principal business address of 147 South Michigan Avenue, Bradley, Illinois 60915 (hereinafter referred to as the "Grantee"), the following rights (but without any obligation(s)):

1. Grading and Drainage Easement: Permanent and exclusive easement permission and authority in, on, along, thru, over, and across that part of the Grantor' premises as are legally described and depicted on Exhibit A, which is attached hereto and fully incorporated herein (hereinafter this area shall be referred to as the "Easement Area"). Grantee, along with its agents and assigns, shall have the right, but not the obligation, to access, occupy, and use the Easement Area at any time convenient to said Grantee and for the purposes of (i) maintaining, enlarging, and redirecting the existing branch of soldier creek or any other body, stream, or flow of water, whether on the surface or under the ground, within the Easement Area as Grantee may determine to be necessary, in its sole and absolute discretion, as well as (ii) installing, erecting, constructing, operating, maintaining, modifying, improving, upgrading, relocating, and/or removing any and all surface or underground water storage, drainage, or transport improvements however described, including without limitation storm sewer improvements, any related or appurtenant facilities, retaining walls, and other slope maintenance facilities, all as Grantee may determine to be necessary, in its sole and absolute discretion. Grantee's rights in connection with the Easement Area include, but are not limited

to: ingress and egress, the operation and temporary storage of equipment during construction activities, the temporary storage of materials during construction activities, the movement of a work force during construction activities, grading and drainage work, restoration work, and any other purposes reasonably deemed necessary by the Grantee. Grantee shall have the right to all the dirt removed from the Easement Area, and Grantee may use said dirt to level, balance, and grade the Easement Area in any reasonable manner it deems fit. Grantee shall also have the right to remove and/or relocate, in Grantee's sole and absolute discretion, impediments to its use and operation of and on the Easement Area, including without limitation trees, fences, asphalt, and sidewalks. Grantee further agrees all construction, reconstruction, operation, maintenance, removal and any other activities which disturb the Easement Area will be coordinated with Grantor so as to minimize any disruption to Grantor's property.

2. The Easement Area may be used by Grantee's agents, representatives, employees, contractors, and/or subcontractors for the purposes of and on the terms herein provided.

3. The Grantor shall have and retain all rights to use and occupy the Easement Area at all times that this instrument is in effect, provided however that the Grantor's use and occupancy of the Easement Area may not unreasonably interfere with Grantee's use of the Easement Area for the purposes herein described, and may not damage the improvement(s) installed by Grantee thereon. Under no circumstances shall Grantor, or any other party claiming any interest under Grantor, be permitted to construct any permanent structure, including without limitation any fence, within the Easement Area except upon Grantee's prior written permission.

4. Grantee shall indemnify, defend, protect, and hold harmless Grantor, its successors, and its assigns from and against any and all claims, demands, losses, damages, expenses, and liabilities of every kind and description, including a reasonable attorney's fee, in the event and to the extent that such claims, demands, losses, damages, expenses, and liabilities are solely and directly caused by the use and/or occupancy of the Easement Area for construction or maintenance activities by Grantee or its agents, representatives, employees, contractors, and/or subcontractors.

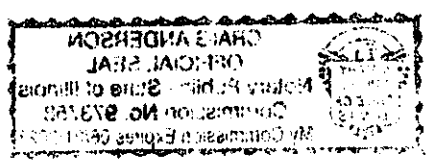
5. Grantee shall bear and promptly pay, without the imposition of any lien or charge on or against any or all part(s) of the Easement Area, all costs and expenses of construction and/or maintenance authorized by this instrument, as well as any costs and expenses as may arise on account of Grantee's use of the Easement Area as permitted by this instrument. In the event that any lien is filed against any part(s) of the Easement Area on account of Grantee's use and occupancy of the Easement Area, Grantee shall be solely responsible for the payment and release of said lien and shall take any and all actions necessary to secure the release of said lien as soon as practicable.

6. At the conclusion of any construction or maintenance activities in the Easement Area, Grantee shall, to the extent practicable, return the Easement Area area to its original condition prior to commencement of such work (but not including the removal of any improvements constructed under the authority granted by this instrument or the reversal of any grading conducted in the Easement Area), and shall further stabilize any and all graded portions of the Easement Area consistent with sound engineering practice and applicable design standards.

7. Grantor, without limiting the interest above granted and conveyed, states, acknowledges, and affirms that, upon payment of the agreed-to consideration, all monetary compensation claims arising out of the granting of the Easement Area are and have been settled and released, including without limitation any claim for the diminution in the value of the Easement Area or any remaining property of the Grantor as may be cause by the Grantee's use and occupancy of the Easement Area. This acknowledgement does not waive any claim for trespass and/or negligence against the Grantee or Grantee's agents in the event that either causes damage to the Grantor' remaining property.

8. The Grantor hereby represents and warrants that the Grantor has the full right and authority to grant the Easement Area provided for in this instrument. This instrument contains all the terms and conditions of this easement, expressed or implied, between the parties hereto, shall constitute a covenant with runs with the land and shall be binding upon and inure to the benefit of the Grantor, the Grantee, and all of their respective legal representatives, heirs, successors, assigns, agents, lessees, and licensees. This instrument shall not be amended or modified except by written agreement between the parties hereto.

[*Remainder of page intentionally blank; signature on following page*]



IN WITNESS WHEREOF, the Grantor have signed and delivered this instrument this 9th day of January, 2024.

GRANTOR:
Bruce E. Page

Bruce Page

STATE OF ILLINOIS)
) §§
COUNTY OF KANKAKEE)

ACKNOWLEDGEMENT

I, Craig Anderson, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that on this day there personally appeared before me Bruce E. Page, known to me to be the same person that affixed his signature upon the foregoing instrument, and stated and affirmed that he signed and delivered the above and foregoing instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and notarial seal this 9th day of January, 2024.

My Commission Expires:

June 21, 2027.

Notary Public

CRAIG ANDERSON
OFFICIAL SEAL
Notary Public State of Illinois
Commission No. 973758
My Commission Expires 06/21/2027

EXHIBIT A

Grading and Drainage Easement

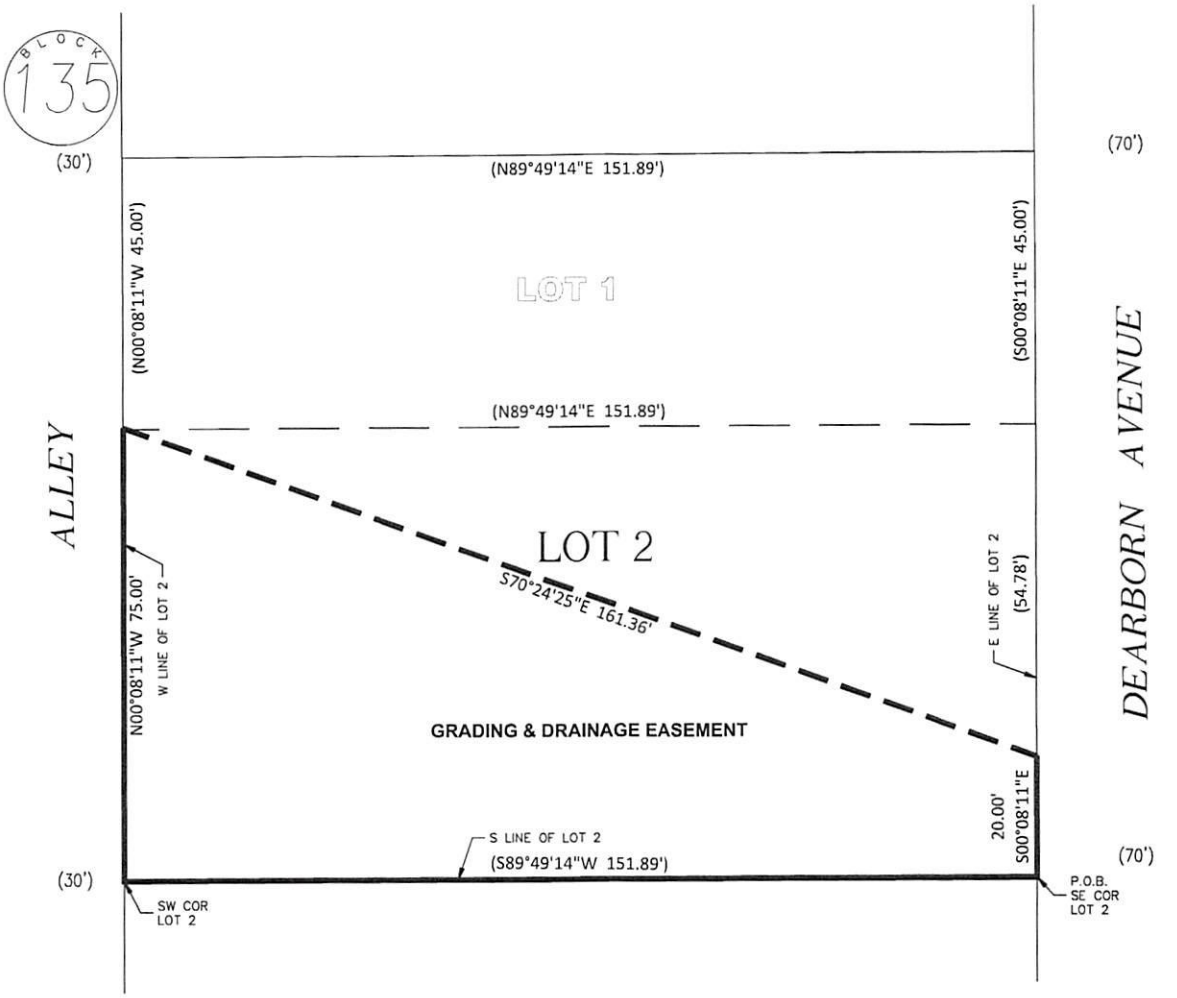
PLAT OF EASEMENT

FOR

GRADING & DRAINAGE PURPOSES

OF

THAT PART OF LOT 2, IN PAGE SUBDIVISION, BEING A RESUBDIVISION OF LOTS 29, 30 AND 31 IN BLOCK 135 IN NORTH KANKAKEE, NOW KNOW AS THE VILLAGE OF BRADLEY, IN KANKAKEE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 89 DEGREES 49 MINUTES 14 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 2, 151.89 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 00 DEGREES 08 MINUTES 11 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 2, 75.00 FEET; THENCE SOUTH 70 DEGREES 24 MINUTES 25 SECONDS EAST 161.36 FEET TO THE EAST LINE OF SAID LOT 2; THENCE SOUTH 00 DEGREES 08 MINUTES 11 SECONDS EAST ALONG SAID EAST LINE 20.00 FEET TO THE POINT OF BEGINNING



NORTH
SCALE: 1" = 20'

WE, M. GINGERICH, GEREAUX & ASSOCIATES, PROFESSIONAL DESIGN FIRM NUMBER 184-001808, DO HEREBY CERTIFY THAT WE HAVE PREPARED THE PLAT HEREON DRAWN OF THE PROPERTY DESCRIBED IN THE ABOVE CAPTION FOR THE PURPOSES OF GRANTING A GRADING AND DRAINAGE EASEMENT. DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

DATED AT BRADLEY, ILLINOIS THIS 31st DAY OF OCTOBER A.D. 2023.

MARK J. SCHIERHOLZ
ILLINOIS PROFEESSIONAL LAND SURVEYOR #035-003105
MY LICENSE EXPIRES NOVEMBER 30, 2024

PROFESSIONAL LAND SURVEYOR
MARK J. SCHIERHOLZ
035-003105
BRADLEY, ILLINOIS
STATE OF ILLINOIS

REVISED: 11-29-2023

MG2A CIVIL ENGINEERING SURVEYING
M GINGERICH GEREAUX & ASSOCIATES
Professional Design Firm License # 184.001808
P. 815-939-4921 www.mg2a.com F. 815-939-9810
240 N. INDUSTRIAL DRIVE | BRADLEY, IL. 60915

ORDERED BY: VILLAGE OF BRADLEY

JOB NUMBER: M02-339 | DR BY: CAG