

VILLAGE OF BRADLEY

RESOLUTION NO. R-04-23-01

A RESOLUTION AUTHORIZING THE PURCHASE OF CERTAIN PROPERTY IN THE
VILLAGE OF BRADLEY
(PINs: 17-09-09-200-005, 17-09-09-200-007, 17-09-09-200-008, 17-09-09-200-011, 17-09-09-200-
012, and part of 17-09-16-200-005)

ADOPTED BY THE
BOARD OF TRUSTEES OF THE
VILLAGE OF BRADLEY

THIS 10th DAY OF April, 2023

Published in pamphlet form by the authority of the Board of Trustees of the Village of Bradley,
Kankakee County, Illinois this 10 day of April, 2023

RESOLUTION NO. RON-23-01

**A RESOLUTION AUTHORIZING THE PURCHASE OF CERTAIN PROPERTY IN THE
VILLAGE OF BRADLEY**

(PINs: 17-09-09-200-005, 17-09-09-200-007, 17-09-09-200-008, 17-09-09-200-011, 17-09-09-200-012, and part of 17-09-16-200-005)

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 65 ILCS 5/2-3-8, the Village is authorized to acquire and hold real and personal property for corporate purposes; and

WHEREAS, the Corporate Authorities have determined that it is necessary and expedient to acquire certain property, commonly known as approximately 126.35 acres of vacant land located at the northwest corner of the intersection of N 2000E Road and E 4500N Road and approximately 9.4 acres of vacant land located at the southwest corner of the intersection of N 2000E Road and E. Larry Power Road in the Village of Bradley, and bearing the current PINs: 17-09-09-200-005, 17-09-09-200-007, 17-09-09-200-008, 17-09-09-200-011, 17-09-09-200-012, and part of 17-09-16-200-005 (the "Property"); and

WHEREAS, Village Staff have prepared a Purchase Agreement for the Property (the "Agreement"), whereby the Village will purchase the Property for a total purchase price of two million five hundred fifty-five thousand two hundred fifty and 00/100 dollars (\$2,555,250.00) (a copy of the Agreement is attached hereto as Exhibit A and fully incorporated herein); and

WHEREAS, the Corporate Authorities have reviewed the Agreement and determined that the conditions, terms, and provisions of the Agreement are fair, reasonable, and acceptable to the Village; and

WHEREAS, the Corporate Authorities have determined that it is in the best interests of the Village and its citizens to enter into the Agreement to purchase the 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 hereby find and declare that the conditions, terms, and provisions of the Agreement (Exhibit A) are fair, reasonable, and acceptable to the Village and that the same is generally approved in form and substance. Therefore, the Corporate Authorities of the Village hereby authorize and direct the Village President to execute and deliver, and the Clerk to attest, the Agreement, to thereby offer to purchase the Property for a price of two million five hundred fifty-five thousand two hundred fifty and 00/100 dollars (\$2,555,250.00), and further to take any and all other actions, including without limitation the

execution and delivery of any and all documents, necessary and appropriate to effectuate the intent of this Resolution, which is to enter into the Agreement and to purchase the Property.

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 10 day of April, 2023.

TRUSTEES:

RYAN LEBRAN	Aye - <u> </u>	Nay - <u> </u>	Absent - <u>X</u>
BRIAN BILLINGSLEY	Aye - <u>X</u>	Nay - <u> </u>	Absent - <u> </u>
DARREN WESTPHAL	Aye - <u>X</u>	Nay - <u> </u>	Absent - <u> </u>
BRIAN TIERI	Aye - <u>X</u>	Nay - <u> </u>	Absent - <u> </u>
GRANT D. VANDENHOUT	Aye - <u>X</u>	Nay - <u> </u>	Absent - <u> </u>
GENE JORDAN	Aye - <u>X</u>	Nay - <u> </u>	Absent - <u> </u>

VILLAGE PRESIDENT:

MICHAEL WATSON Aye - X Nay - Absent -

TOTALS: Aye - 6 Nay - 0 Absent - 1

ATTEST:



JULIE TAMBLING, VILLAGE CLERK

APPROVED this 10th day of April, 2023.



MICHAEL WATSON, VILLAGE PRESIDENT

ATTEST:



JULIE TAMBLING, VILLAGE CLERK

STATE OF ILLINOIS)
)
COUNTY OF KANKAKEE)

§§

I, Julie Tambling, 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-04-2301 "A RESOLUTION AUTHORIZING THE PURCHASE OF CERTAIN PROPERTY IN THE VILLAGE OF BRADLEY (PINs: 17-09-09-200-005, 17-09-09-200-007, 17-09-09-200-008, 17-09-09-200-011, 17-09-09-200-012, and part of 17-09-16-200-005)," which was adopted by the Village Corporate Authorities at a meeting held on the 10 day of April, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand in the Village of Bradley, County of Kankakee and State of Illinois, on this 10 day of April, 2023.

Julie Tambling

JULIE TAMBLING, VILLAGE CLERK

(SEAL)



Handwritten text, possibly a signature or address, located in the upper right quadrant of the page.

Handwritten signature or text, located in the center of the page.

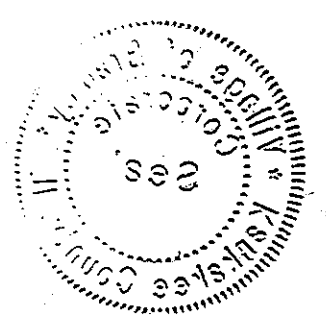


Exhibit A

PURCHASE AGREEMENT

This PURCHASE AGREEMENT (the "Agreement") is made and entered into by and between the Village of Bradley, Kankakee County, Illinois, a municipal corporation, on the one hand ("Purchaser"), and Alexander Real Properties, LLC (the "Seller"), as of the Effective Date. Purchaser and Seller may be referred to individually as a "Party" or collectively as the "Parties," as appropriate.

1. **Sale.** Seller agrees to sell and convey to Purchaser and Purchaser agrees to purchase from Seller for the Purchase Price and upon the terms and conditions set forth herein, certain property, as follows:
 - a. **The Land:** Those certain parcels of real estate as is legally described on Exhibit A, which are presently owned in fee simple by Seller, together with all of Seller's rights, easements, and interests appurtenant thereto, including, but not limited to, any streets or other public ways adjacent thereto (the "Land"). The Land is commonly known as approximately 126.35 acres of vacant land located at the northwest corner of the intersection of N 2000E Road and E 4500N Road and approximately 9.4 acres of vacant land located at the southwest corner of the intersection of N 2000E Road and E. Larry Power Road in the Village of Bradley, and bears the current PINs: 17-09-09-200-005, 17-09-09-200-007, 17-09-09-200-008, 17-09-09-200-011, 17-09-09-200-012, and part of 17-09-16-200-005; and
 - b. **The Improvements.** All buildings, improvements, fixtures, and structures, now or hereafter located on the Land, if any ("Improvements"); and
 - c. **The Personal Property.** All personal property, equipment, furnishings, and other tangible property that do not constitute a fixture, which are used in connection with the operation of the Land or Improvements, if any ("Personal Property"); and
 - d. **General Intangibles.** Any and all transferable utility contracts, plans, and specifications, governmental approvals, occupancy permits, licenses, warranties, and development rights related to the Property and all site plans, surveys, as-built plans and specifications, soil tests, if any, and all other information and documentation in Seller's possession or control related to the Property (the "General Intangibles").

The Land, Improvements, Personal Property, and General Intangibles are sometimes hereinafter collectively referred to herein as the "Property."

2. **Purchase Price.** The purchase price to be paid to Seller by Purchaser for the Property shall be two million five hundred fifty-five thousand two hundred fifty and 00/100 dollars (\$2,555,250.00) (the "Purchase Price"), subject to prorations and adjustments as further set forth herein. The Purchase Price shall be paid as follows:
 - a. **Earnest Money.** Within three (3) days of the Effective Date, Purchaser shall make an initial earnest money deposit of ten thousand and 00/100 dollars (\$10,000.00) (the "Earnest Money") into a strict joint order escrow established with Kankakee County Title, or such other title insurance company as is selected by Seller and reasonably acceptable to Purchaser, acting as escrowee ("Escrowee"). The Earnest

Money shall be held by Escrowee in trust in accordance with the terms of an escrow agreement and shall be applied to the Purchase Price at Closing, returned to Purchaser, or paid to Seller, as hereinafter provided in this Agreement; and

- b. Balance of Purchase Price. The balance of the Purchase Price, subject to the prorations and adjustments provided for herein, shall be paid in full at the Closing.
- c. Allocation. The Purchase Price shall be allocated between the various parcels that comprise the Land as follows, unless otherwise agreed in writing between the Parties at Closing:
 - i. Parcel 1 (PIN: 17-09-09-200-005) — \$1,200,000.00
 - ii. Parcel 2 (PIN: 17-09-09-200-007) — \$368,550.00
 - iii. Parcel 3 (PIN: 17-09-09-200-008) — \$315,750.00
 - iv. Parcel 4 (PIN: 17-09-09-200-011) — \$25,950.00
 - v. Parcel 5 (PIN: 17-09-09-200-012) — \$585,000.00
 - vi. Parcel 6 (part of PIN: 17-09-16-200-005) — \$60,000.00

3. Purchaser's Investigation of the Property.

- a. Property Inspection. Beginning on the Effective Date and continuing for a period of forty-five (45) days thereafter ("Property Investigation Period"), Seller shall permit Purchaser, at Purchaser's sole cost and expense:
 - i. to make a complete physical review and investigation of the Property; and
 - ii. to make any and all tests to the Property including but not limited to, a Phase I environmental assessment and soil investigations, including borings, density and percolation tests, provided that (1) Purchaser may not conduct any invasive testing on the Property without Seller's prior written consent (the testing and investigations described in this subsection shall not be considered invasive) and (2) Purchaser shall promptly repair, at its sole cost and expense, any actual damage caused as a direct result of the foregoing and indemnify and hold Seller harmless from any injury directly resulting therefrom; and
 - iii. to investigate the Seller's Information, as defined in in Section 3(c) below; and
 - iv. to determine, after making inquiry with any applicable governmental authority, what governmental or other approvals, licenses, and permits are necessary or desirable, in Purchaser's sole discretion, for Purchaser's intended and desired development of the Property.

The foregoing subsections (i) through (iv) of this Section 3(a) are collectively referred to as "Purchaser's Investigation".

- b. If Purchaser's Phase I environmental assessment recommends that Phase II

environmental subsurface investigations be performed, Purchaser may conduct the Phase II environmental subsurface investigations upon 24-hour prior notice to Seller. Seller shall cooperate in a commercially reasonable manner with Purchaser and Purchaser's contractors, agents, and employees in the conduct of Purchaser's Investigation. After any such investigation, Purchaser shall determine whether the physical and general condition of the Property and the financial feasibility of operating/using the Property, are, in Purchaser's sole determination and estimation, satisfactory for operation, ownership, and development in the manner, and on the basis, as contemplated by Purchaser. If Purchaser, in its sole and absolute discretion, determines for any reason or for no reason that the condition of the Property is not satisfactory, then Purchaser shall so notify the Seller in writing on or before the expiration of the Property Investigation Period ("Investigation Approval Date") and upon such notice, this Agreement shall become null and void, the Earnest Money shall be immediately returned to Purchaser and neither party shall have any further rights or obligations hereunder (except as otherwise expressly provided). If Purchaser fails to notify Seller that the Property is not acceptable on or before the Investigation Approval Date, then Purchaser shall be deemed to have waived its right to terminate this Agreement under this Section 3. Purchaser's Investigation and inspection of the Property will in no manner abrogate, diminish, or affect the representations and warranties made by Seller in this Agreement. Purchaser's Investigation is and shall be subject to the following:

- i. Purchaser shall provide Seller with at least 24-hour prior informal notice of its intent to enter the Property. Informal notice must be given via email to _____ (name) at _____ (email address) and/or telephone call to _____ (phone number); and
 - ii. Seller may have a representative present during any entry onto the Property; and
 - iii. Purchaser shall indemnify and hold Seller harmless from any actual physical damage to the Property and any actual physical injury or death to Seller or any person on the Property solely and directly resulting from Purchaser's Investigation or Purchaser's failure to comply with its obligations under this Section 3 and any costs or expenses pertaining to the foregoing, including reasonable attorneys' fees and costs. This indemnification will survive Closing and termination of this Agreement.
- c. Seller Information. Within five (5) business days after the Effective Date, to facilitate Purchaser's Investigation of the Property, Seller shall provide to Purchaser copies of the following items to the extent in Seller's possession (the "Seller Information"):
- i. a copy of the most recent owner's policy of title insurance for the Property; and
 - ii. the most recent survey, if any, of the Property; and
 - iii. the most recent Phase I environmental assessment, if any, of the Property;

and

- iv. any engineering, architectural or geotechnical materials relating to the Property; and
- v. any other documents in Seller's possession that relate to the Property.

Upon any termination of this Agreement, Purchaser shall promptly return to Seller the Seller Information. This Section 3(c) shall survive the expiration or termination of this Agreement.

- d. Governmental Approvals. Purchaser's obligations under this Agreement are conditioned on Purchaser's obtaining whatever permits, variances, governmental approvals and/or licenses that are required by applicable laws to enable Purchaser legally to: (i) develop the Property as desired in accordance with Purchaser's plans; and (ii) conduct its business from the Property (including but not limited to conditional use permits and variances, building permits, licenses, and other typical governmental approvals, permits and authorizations). Purchaser shall, at Purchaser's expense, initiate and diligently pursue each permit and/or license. Seller undertakes to furnish Purchaser with such assistance and cooperation as Purchaser may require in connection with applications for such permits and licenses.
- e. Conditions Precedent to Closing. Purchaser's obligation to consummate the Closing is further conditioned upon:
 - i. All representations and warranties of Seller contained in this Agreement being true and accurate as of the date of the Closing; and
 - ii. There being no breach by Seller of their agreements or covenants contained in this Agreement; and
 - iii. Seller's delivery of all documents required under this Agreement to be delivered at the Closing; and
 - iv. The updated Title Commitment delivered by Seller at Closing not showing any lien, mortgage, restriction, interest, or encumbrance on the Property.

4. Title and Survey Matters.

- a. Conveyance of Title. Seller shall execute and deliver to Purchaser a general warranty deed (the "Deed") conveying to Purchaser, or its nominee, title to the Land free and clear of all claims, liens, and encumbrances, except for:
 - i. general real estate taxes which are not yet due and payable at the time of Closing, as defined below; and
 - ii. covenants, conditions, and restrictions of record which are acceptable to Purchaser and Purchaser's counsel as determined in accordance with the procedure set forth in Section 4(d) below (collectively referred to as the "Permitted Exceptions").

- b. **Title Commitment.** Within five (5) business days after the Effective Date, Seller, at its sole expense, shall order a title insurance commitment ("Title Commitment") showing title to the Land in Seller, dated after the Effective Date, and issued by such title insurance company as is selected by Seller ("Title Company"), wherein the Title Company shall commit to issue to Purchaser an American Land Title Association ("ALTA") owner's title insurance policy in the amount of the Purchase Price, with an extended coverage endorsement over all the general title exceptions, subject only to the Permitted Exceptions, and such mortgage, trust deeds, assignments of rent and related loan documents which Seller shall cause to be released prior to, or at, Closing (the "Title Policy"). The Title Commitment, and ultimately the Title Policy, shall include ALTA endorsements required by Purchaser (Purchaser shall pay any and all costs associated with any and all ALTA endorsements, including without limitation the extended coverage endorsement, at closing). Concurrently with the delivery of the Title Commitment, the Title Company shall deliver to Purchaser copies of all documents that appear on, or are otherwise referenced in, the Title Commitment ("Title Documents").
- c. **Survey.** No later than thirty (30) prior to closing, Seller shall obtain, at Seller's sole cost and expense, and provide to Purchaser a survey of the Property, dated after the Effective Date, of the Land, prepared by a registered land surveyor, licensed in the State of Illinois, certified to the Title Company, Purchaser and any other entity provided by Purchaser, and dated after the date hereof (the "Survey"). The Survey shall be made and certified to be in accordance with current ALTA/NSPS Land Title Survey Standards and shall be sufficient to cause the Title Company to delete the general survey exception and to issue the Title Policy free from any survey objections or exceptions whatsoever except for Permitted Exceptions. The Survey shall depict and include, without limiting the foregoing, structures, improvements, building lines, access to public roads or ways, identification of each of the exceptions reflected on Schedule "B" of the Title Commitment capable of being geographically located by spotting same on the Survey, and by reference to recording information, and the location or locations of any flood plains.
- d. **Defects and Cure.** The Title Commitment, Title Documents and Survey are collectively referred to as "Title Evidence." If the Title Evidence discloses, with respect to the Survey, conditions which are objectionable to Purchaser, or which might adversely affect Purchaser's contemplated use of the Property, or with respect to the Title Commitment, deficiencies in Schedule A, Schedule B exceptions, and/or endorsements which are objectionable to Purchaser or which might adversely affect Purchaser's contemplated use of the Property (hereinafter collectively referred to as the "Defects"), then Purchaser shall notify Seller of such Defects, in writing (such notice a "Defect Notice") within ten (10) business days after delivery of all of the Title Evidence. Within five (5) business days of receipt of a Defect Notice, Seller must provide Purchaser written notice of its election to, at Seller's sole expense:
- i. remedy any Defects disclosed in the Survey to Purchaser's satisfaction; and/or

- ii. cause the Title Company to delete or insure over any Defects in the Title Commitment.

If Seller fails to give such notice, Seller shall be deemed to have elected not to remedy any such Defects and/or not to delete or insure over any such Defects. Purchaser may, but will not be obligated to remedy such Defects or delete or insure over any such Defects. If Seller elects to remedy such Defects or delete or insure over any such Defects, Seller must do so within ten (10) business days after Seller's receipt of the Defect Notice (the "Cure Period"). Despite anything to the contrary contained in this Agreement, Seller will be obligated to cure any monetary liens affecting the Property. If the Defects disclosed in the Survey are not remedied to the Purchaser's satisfaction during the Cure Period, if Seller elects not to remedy such Defects, or the Defects in the Title Commitment are not deleted or insured over by the Title Company during the Cure Period, then within two (2) business days after the end of the Cure Period, Purchaser may terminate this Agreement by written notice to Seller and the Earnest Money shall be immediately returned by Escrowee to Purchaser without further direction from, or consent by, Seller. If Purchaser does not terminate the Agreement within two (2) business days after the end of the Cure Period, then all such Defects shall be deemed "Permitted Exceptions" and the Closing shall thereafter take place on the Closing Date.

5. Prorations and Adjustments.

- a. All real estate taxes and installments of assessments not delinquent are to be apportioned and prorated as of the Closing, based upon 105% the tax bill most recently available. Seller shall pay the cost to prepare the Deed and any other transfer documents.
- b. All charges for utilities, if any, relative to the Property shall be paid by Seller through and including the Closing Date. If a utility charge cannot be paid by Seller through the Closing Date, Seller shall provide the last three (3) months of bills and credit Purchaser the average of the utility charge over said three months prorated over the period of time for which a bill could not be paid.
- c. Prepaid service contracts covering periods before and after the Closing Date, if any, which Purchaser elects to assume, in writing, shall be prorated between the Parties as of the Closing Date.
- d. Any and all confirmed or final assessments, general or special, for required public improvements (this specifically excludes any improvements contemplated to be constructed by Purchaser), or public improvements previously completed (other than those completed by Purchaser) or for amounts owed for assessments, general or special, already confirmed or final shall be paid by Seller prior to, or at, Closing (but only to the extent that any installments for same are actually due and payable before Closing) and Purchaser shall be under no obligation to pay the same.

- 6. Representations and Warranties.** Seller hereby represents and warrants to Purchaser as to the following matters, each one is so represented and warranted to be true and correct as of the date hereof and also to be true and correct as of the Closing Date:

- a. Seller has full power and authority to execute and deliver this Agreement and perform their obligations hereunder, and the execution, delivery and performance of this Agreement and all documents contemplated hereby have been duly authorized by all necessary action on the part of Seller and constitutes (and all instruments of transfer and other documents delivered by Seller in connection herewith shall constitute) the valid and legally binding obligation of Seller, enforceable in accordance with the terms hereof (and thereof), and the directors, managers, and/or officers of Seller executing this Agreement have the sole and absolute authority to enter into this Agreement and all ancillary documents to be executed and delivered pursuant to the provisions of this Agreement; and
- b. Seller is the fee simple owner of the Property, free and clear of all liens, mortgages, interests, encumbrances and other restrictions except for: (i) matters of record; and (ii) taxes and installments of assessments not yet due and payable; and
- c. Seller is the owner of, and has good and marketable title and full rights in and to, the Improvements and Personal Property, none of which has been encumbered, pledged or hypothecated; and
- d. During Seller's ownership of the Property, and to the best of Seller's knowledge: (i) the Property has never been used for the disposal of or to refine, generate, manufacture, produce, store, handle, treat, transfer, release, process or transport any "hazardous waste" or "hazardous substance," as the terms hazardous waste and hazardous substance are currently defined under the Resource Conservation and Recovery Act, as amended, 42 USC 3251 et seq. ("RCRA"), Section 101(4) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 USC 9601 et seq ("CERCLA"), or the Superfund Amendments and Reauthorization Act, Public Law 99-499, October 17, 1986 ("SARA"), respectively (hereinafter "Hazardous Waste" and "Hazardous Substance"); (ii) the Property and its prior use comply with, and at all times have complied with, any applicable governmental law, regulation or requirements relating to environmental and occupational health and safety matters including, but not limited to, the Occupational Safety and Health Act, the Toxic Substances Control Act, the Resource Conservation and Recovery Act, the Clean Air Act, the Clean Water Act, CERCLA and SARA, the National Environmental Policy Act, the Refuse Act, the Safe Drinking Water Act, and any other federal, state or local law and regulations promulgated under each of those statutes and any amendments thereto, as well as the applicable Department of Transportation regulations (collectively the "Environmental Laws"), (iii) the Property was never used for the purpose of disposing, refining, generating, manufacturing, producing, storing, handling, treating, transferring, releasing, processing or transporting any Hazardous Waste and/or Hazardous Substance; and (iv) there has never been any underground storage on the Property. The Seller also represents and warrants that they have not received any written notice of non-compliance with any Environmental Laws; and
- e. There will be no lease affecting the Property or any part thereof when the Property is conveyed to Purchaser at Closing; and
- f. At the time of the Closing, there will be no laws, statutes, codes, ordinances, or

resolutions authorizing work or improvements for which the Property or the Property's owner may be assessed; and

- g. Seller is not a party to, and the Property is not subject to, any contract or agreement of any kind whatsoever, including any relating to security, service, maintenance, disposal, landscaping or snow removal, written or oral, formal or informal, with respect to the Property which will not be terminated on the Closing Date, other than this Agreement; and
- h. At the time of Closing, all work done on the Property and any supplies related thereto will be paid for in full; and
- i. Seller has received no written notice of any pending, actual, or contemplated, special assessments of taxes, either unconfirmed or confirmed, relating to the Property, nor has Seller received written notice of an increase in the assessed value of the Land; and
- j. Seller has received no written notice from any governmental agency that the existing use and condition of the Property violates any zoning law, statute, ordinance, regulation, or code; and
- k. Seller has received no written notice that any portion of the Land lies within a flood plain or constitutes wetlands regulated by any governmental agency; and
- l. Based on Seller's knowledge there does not exist any condition or circumstances, or any law, statute, code, ordinance, rule or regulation, and there is no litigation or similar proceeding pending or to the Seller's knowledge threatened, which would materially and adversely affect the use and operation of the Property as currently used or that would prevent the consummation of the Closing; and
- m. Seller's obligations contemplated hereby, and the execution, delivery, and performance of this Agreement by Seller, will not result in a breach of, or constitute a default under, any instrument or agreement to which Seller or the Property is bound; and
- n. The information and all documents delivered by Seller to Purchaser in contemplation of this transaction are true, accurate, and complete and present the information purportedly set forth therein in a manner which is not misleading nor fail to present any information or data which would be necessary in order to prevent the information contained therein from being misleading; and
- o. There are no employees employed by Seller for the benefit of the Property who Purchaser will be required to hire or retain subsequent to the Closing.

All such representations, warranties, covenants, and agreements made or to be performed by Seller pursuant to this Agreement, including those set forth in this Section shall survive the execution, delivery, and performance hereof and of the deed delivered in connection herewith for a period of one (1) year following the Closing. In the event of a breach of any warranty or representation made in this Section or elsewhere in this Agreement by Seller, Seller shall indemnify and hold Purchaser harmless against all losses, damages, liability costs, expense (including reasonable

attorneys' fees and costs), and charges which Purchaser may incur, or to which Purchaser may become subject, as a direct or indirect consequence of such breach or liability, including all incidental and consequential damages and without limitation.

7. **Covenants of Seller.** Seller hereby covenants and agrees with Purchaser as to the following matters:
 - a. During the period between the Effective Date and the Closing Date, Seller shall not execute any leases for, or otherwise permit anyone to possess or occupy, the Property without the prior written consent of Purchaser, which consent may be withheld in Purchaser's sole and absolute discretion.
 - b. Between the Effective Date and the Closing Date, Seller shall operate and maintain the Property in the same condition as the Property exists on the Effective Date. At the Closing, the Property shall be delivered to Purchaser in substantially the same condition it was on the date hereof, ordinary wear and tear excepted. Seller shall pay on a prompt and timely basis all bills, and discharge all obligations, arising from the ownership, operation, management, repair, and maintenance of the Property as payments for same become due. Between the Investigation Approval Date and the Closing Date, Purchaser shall have the continuing right from time to time to periodically inspect the Property to verify Seller's compliance with the foregoing undertakings, but no such inspection shall relieve Seller of their obligations hereunder or constitute any waiver by Purchaser hereunder. Between the date hereof and the Closing Date: (i) Seller shall keep the Property fully insured in accordance with prudent and customary practice; and (ii) Seller shall not alienate, encumber, or transfer the Property or any part thereof in favor of, or to, any party whomsoever.
8. **Farm Lease.** At the Closing, Purchaser shall enter into a farm lease with Seller for any and all tillable parts of the Property agreed to between the Parties. The farm lease will cover the 2023 crop year and shall include a rental rate of two hundred forty and 00/100 dollars (\$240.00) per tillable acre. After the Effective Date, the rental rate shall not be decreased under any circumstances.
9. **Closing and Related Matters.**
 - a. The closing of the purchase/sale of the Property (the "Closing") shall take place at the Title Company in Kankakee County, Illinois (or such other location as Purchaser and Seller may designate), at a time during normal business hours and on a date within forty-five (45) days following the Investigation Approval Date ("Closing Date").
 - b. This transaction shall be closed through an escrow ("Escrow") with the Title Company acting as escrowee in accordance with the provisions of a customary form of New York Style deed and money escrow agreement ("Escrow Agreement") reasonably acceptable to the Title Company and the parties. The attorneys for Seller and Purchaser are authorized to execute the Escrow Agreement, any amendments thereto and all directions and communications thereunder. The Escrow Agreement shall be auxiliary to this Agreement and, in the event of any conflict or

inconsistency between this Agreement and the Escrow Agreement, the terms and provisions of this Agreement shall always be controlling as between the parties hereto. Upon the opening of the Escrow, anything herein to the contrary notwithstanding, the Earnest Money, payment of the Purchase Price, and delivery of the Deed and other documents shall be made through the Escrow.

- c. At the Closing, the Title Commitment shall be later-dated to cover the Closing Date and recording of the Deed. The parties shall cause this transaction to be closed in a New York Style closing and the costs thereof shall be divided equally between them; provided however that (i) Seller shall pay all title insurance expenses (including, but not limited to, all later-date fees, general and extended coverage premiums and endorsement fees) and (ii) Purchaser shall pay the fee for recording the Deed.
- d. At the Closing and on the Closing Date, Seller shall do or perform the following:
 - i. Execute and deliver a closing statement setting forth all payments and prorations required hereunder (the "Closing Statement"); and
 - ii. Execute and deliver the Deed in recordable form and reasonably acceptable to Purchaser conveying the Property to Purchaser free and clear of all easements, mortgages, interests, and encumbrances, except taxes and installments of assessments not yet due and payable, and the Permitted Exceptions; and
 - iii. Execute and deliver a bill of sale transferring title to the Personal Property, if any, to Purchaser, free and clear of all liens, claims, and encumbrances; and
 - iv. Cause to be furnished and delivered to Purchaser, at Seller's sole cost and expense, the Title Policy, provided that Purchaser shall pay any and all costs associated with any and all ALTA endorsements, including without limitation the extended coverage endorsement; and
 - v. Execute and deliver a certificate signed by Seller to the effect that all representations and warranties of Seller contained herein are true and correct, and all agreements and covenants of Seller contained herein have been performed or complied with, as of the Closing Date; and
 - vi. Execute and deliver to Purchaser an ALTA Statement; and
 - vii. Execute and deliver such other assignments or documents as Purchaser and/or the Title Company may reasonably request to confirm, evidence or perfect the conveyance of the Property hereunder and consummation of the transactions contemplated hereby; and
 - viii. Execute and deliver the farm lease.
- e. At the Closing and on the Closing Date, Purchaser shall deliver:
 - i. The Purchase Price, subject to the Earnest Money and prorations and adjustments; and

Bourbonnais, Illinois 60914
Attn: Jerry Alexander, Manager

If to purchaser: Village of Bradley
147 S. Michigan Avenue
Bradley, Illinois 60915
Attn: Village President

With a copy to: Jeffrey S. Taylor
Spesia & Taylor
1415 Black Road
Joliet, Illinois 60435

Any notice given pursuant to this Section shall be deemed delivered and effective as follows: (i) if personally delivered, then on the date of such delivery; (ii) if mailed by U.S. certified mail, return receipt requested, postage pre-paid, then on the fifth (5th) business day after it was deposited in said mail; or (iii) if mailed by nationally-recognized private carrier (such as FedEx or UPS), then on the third (3rd) business day after it is deposited with said mail carrier.

14. **Miscellaneous.**

- a. **Binding on Successors and Assigns.** This Agreement shall be binding upon the successors and assigns of the parties.
- b. **Other Negotiations.** Seller agrees, from and after the Effective Date, it shall end any current negotiations to sell the Property with any third parties other than Purchaser and shall not: (i) enter into any new negotiations with any third parties for the sale of the Property; (ii) directly or indirectly, market or otherwise attempt to sell the Property; or (iii) solicit offers of purchase for the Property. In the event Seller is approached by a third party to discuss a sale of all or some of the Property, then Seller shall refer such party to Purchaser and otherwise notify Purchaser of the same.
- c. **Time is of the Essence.** Time is of the essence of this Agreement.
- d. **Applicable Law.** This Agreement and its terms shall be construed, interpreted, and governed by and under the laws of the State of Illinois.
- e. **Jurisdiction and Venue.** The Parties, to the fullest extent permitted by law, hereby knowingly, willingly, intentionally, and voluntarily submit to the exclusive personal and subject matter jurisdiction of the Circuit Court for the Twenty-First Judicial Circuit, Kankakee County, Illinois. As such, the Parties hereby waive and forfeit their right to challenge jurisdiction and venue over any such dispute in said court, including but not limited to their ability to file motions to dismiss on jurisdictional grounds, to file motions for any change of venue, including but not limited to a motion forum *non conveniens*, and to file any motion seeking removal to federal court.
- f. **Possession.** Possession of the Property shall be delivered to Purchaser at Closing

on the Closing Date. Notwithstanding the foregoing, the terms of this Agreement shall not be merged with the deed delivered hereunder and shall survive the Closing.

- g. Integration. This Agreement is the entire agreement between the parties regarding their subject matter and may not be changed or amended except pursuant to a written instrument signed by all Parties.
- h. Counterparts. This Agreement may be executed in any number of identical counterparts each of which shall be considered an original, but which together shall constitute one and the same Agreement.
- i. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provisions herein.
- j. Effective Date. The “Effective Date” of this Agreement is and shall be the first date on which this Agreement has been executed by all Parties hereto, as set out below.

[Intentionally Blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be entered into as of the latest date indicated beneath the signatures of the parties below.

PURCHASER:

The Village of Bradley

Michael Watson

By: Michael M. Watson

Title: Village President

Date: April 10 2023

SELLER:

Alexander Real Properties, LLC

Serry Alexander

By: Serry Alexander

Its: Manager

Date: 4/10/23

Exhibit A
(Legal Description of the Land)

Parcel 1

(PIN No. 17-09-09-200-005)

The Southeast Quarter of the Northeast Quarter of Section 9, Township 31 North, Range 12 East of the Third Principal Meridian, situated in the County of Kankakee in the State of Illinois.

Approximately 40.00 acres.

Parcels 2 & 3

(PIN No. 17-09-09-200-007 and 17-09-09-200-008)

Tract 1: That part of the Northwest Quarter and part of the Northeast Quarter of Section 9, Township 31 North, Range 12 East of the Third Principal Meridian, Kankakee County, Illinois, described as follows: Beginning at the Southeast corner of said Northwest Quarter; thence South 89 degrees 07 minutes 10 seconds West along the South line of said Northwest Quarter, a distance of 134.48 feet; thence North 00 degrees 51 minutes 44 seconds West, a distance of 40.00 feet; thence North 89 degrees 07 minutes 14 seconds East, a distance of 201.70 feet; thence North 00 degrees 52 minutes 51 seconds West, a distance of 293.97 feet to a point of curve; thence Northerly along a curve concave to the East, having a radius of 730.00 feet, an arc length of 324.32 feet and a chord bearing of North 11 degrees 50 minutes 48 seconds East; thence North 24 degrees 34 minutes 27 seconds East, a distance of 23.62 feet; thence South 75 degrees 49 minutes 29 seconds East, a distance of 188.83 feet; thence North 89 degrees 07 minutes 09 seconds East, a distance of 25.09 feet; thence North 08 degrees 47 minutes 28 seconds East, a distance of 122.68 feet; thence North 15 degrees 58 minutes 50 seconds East, a distance of 51.47 feet; thence North 11 degrees 42 minutes 53 seconds East, a distance of 88.94 feet; thence North 19 degrees 56 minutes 18 seconds East, a distance of 638.31 feet; thence South 65 degrees 56 minutes 36 East, a distance of 39.17 feet; thence South 80 degrees 00 minutes 30 seconds East, a distance of 185.00 feet; thence South 09 degrees 59 minutes 30 seconds West, a distance of 41 .75 feet to a point of curve; thence Southerly along a curve concave to the West, having a radius of 330.00 feet, an arc length of 97.55 feet and a chord bearing of South 18 degrees 27 minutes 35 seconds West; thence South 26 degrees 55 minutes 40 seconds West, a distance of 26.61 feet; thence South 63 degrees 04 minutes 20 seconds East, a distance of 125.00 feet; thence South 26 degrees 55 minutes 40 seconds West, a distance of 272.76 feet; thence South 23 degrees 18 minutes 48 seconds West, a distance of 43.50 feet; thence South 13 degrees 34 minutes 33 seconds West, a distance of 73.60 feet; thence South 03 degrees 17 minutes 09 seconds West, a distance 50.13 feet; thence South 00 degrees 52 minutes 51 seconds East, a distance of 185.45 feet; thence North 89 degrees 07 minutes 09 seconds East, a distance of 37.62 feet; thence North 67 degrees 37 minutes 41 seconds East, a distance of 159.94 feet; thence North 80 degrees 27 minutes 59 seconds East, a distance of 69.04 feet; thence South 88 degrees 16 minutes 55 seconds East, a distance of 62.07 feet; thence South 77 degrees 14 minutes 06 seconds East a distance of 55.35 feet; thence South 65 degrees 58 minutes

59 seconds East, a distance of 64.24 feet; thence South 54 degrees 39 minutes 22 seconds East, a distance of 56.15 feet; thence South 43 degrees 24 minutes 15 seconds East, a distance of 63.45 feet; thence South 32 degrees 20 minutes 31 seconds East, a distance of 54.14 feet; thence South 21 degrees 05 minutes 25 seconds East, a distance of 65.46 feet; thence South 08 degrees 22 minutes 11 seconds East, a distance of 67.36 feet to the East line of the West Half of the Northeast Quarter of said Section 9; thence South 01 degrees 50 minutes 55 seconds East along said East line, a distance of 391 .78 feet to the South line of said Northeast Quarter; thence South 89 degrees 07 minutes 10 seconds West along said South line, a distance of 1328.91 feet to the point of beginning, EXCEPTING THEREFROM that part of the Northwest Quarter and part of the Northeast Quarter of Section 9, Township 31 North, Range 12 East of the Third Principal Meridian, in Kankakee County, Illinois, described as follows: Beginning at the Southeast corner of the Northwest Quarter of said Section 9; thence South 89 degrees 07 minutes 10 seconds West along the South line of said Northwest Quarter, a distance of 134.48 feet; thence North 00 degrees 51 minutes 44 seconds West, a distance of 40.00 feet; thence North 89 degrees 07 minutes 14 seconds East, a distance of 261.70 feet; thence South 00 degrees 52 minutes 51 seconds East, a distance of 40.00 feet to the South line of said Northeast Quarter; thence South 89 degrees 07 minutes 10 seconds West, along said South line of the Northeast Quarter, a distance of 127.23 feet to the point of beginning.

Tract 2: That part of the Northeast Quarter of Section 9, Township 31 North, Range 12 East of the Third Principal Meridian, Kankakee County, Illinois, described as follows: Commencing at the Northeast Quarter of the Northeast Quarter; thence South 89 degrees 12 minutes 54 seconds West along the North line of said Northeast Quarter, a distance of 1913.07 feet to the East right-of-way line of Illinois Route 50 per Document Number 200120684; thence South 00 degrees 29 minutes 40 seconds East along said right of-way line, a distance of 32.86 feet; thence South 84 degrees 47 minutes 24 seconds West along said right-of-way line, a distance of 32.89 feet; thence South 00 degrees 45 minutes 57 seconds East, a distance of 89.59 feet to the point of beginning; thence North 89 degrees 13 minutes 03 seconds East, a distance of 1048.11 feet; thence South 80 degrees 11 minutes 43 seconds East, a distance of 59.24 feet; thence South 59 degrees 26 minutes 53 seconds East, a distance of 74.00 feet; thence South 39 degrees 45 minutes 57 seconds East, a distance of 52.33 feet; thence South 22 degrees 23 minutes 17 seconds East, a distance of 59.65 feet; thence South 03 degrees 20 minutes 27 seconds East a distance of 62.71 feet; thence South 15 degrees 26 minutes 30 seconds West, a distance of 58.12 feet; thence South 33 degrees 40 minutes 28 seconds West, a distance of 59.04 feet; thence South 52 degrees 31 minutes 02 seconds West, a distance of 62.16 feet; thence South 71 degrees 24 minutes 14 seconds West, a distance of 59.27 feet; thence South 89 degrees 13 minutes 03 seconds West, a distance of 77.55 feet; thence North 62 degrees 03 minutes 13 seconds West, a distance of 29.27 feet; thence South 44 degrees 16 minutes 53 seconds West, a distance of 73.91 feet; thence South 11 degrees 40 minutes 09 seconds West, a distance of 44.58 feet; thence South 18 degrees 57 minutes 30 seconds West, a distance of 58.40 feet; thence South 26 degrees 32 minutes 44 seconds West, a distance of 48.78 feet; thence South 33 degrees 50 minutes 06 seconds West, a distance of 54.20 feet; thence South 40 degrees 53 minutes 23 seconds West, a distance of 45.47 feet; thence South 48 degrees 25 minutes 32 seconds West, a distance of 60.98 feet; thence South 59 degrees 11 minutes 40 seconds West. a distance of 91.01 feet; thence South 65 degrees 38 minutes 44 seconds West, a distance of 51.53 feet; thence South 24 degrees 21 minutes 16 seconds East, a distance of 188.63 feet; thence South 16 degrees 59 minutes 31

seconds East, a distance of 47.41 feet; thence South 00 degrees 54 minutes 59 seconds West, a distance of 67.72 feet; thence South 19 degrees 31 minutes 52 seconds West, a distance of 51.94 feet; thence South 36 degrees 46 minutes 38 seconds West, a distance of 59.01 feet; thence South 56 degrees 46 minutes 50 seconds West, a distance of 69.50 feet; thence South 76 degrees 31 minutes 37 seconds West, a distance of 57.37 feet; thence North 84 degrees 33 minutes 08 West, a distance 64.26 feet; thence North 65 degrees 23 minutes 58 seconds West, a distance of 58.85 feet; thence North 58 degrees 03 minutes 54 seconds West, a distance of 145.43 feet; thence North 80 degrees 00 minutes 30 seconds West, a distance of 125.00 feet; thence South 09 degrees 59 minutes 30 seconds West, a distance of 16.64 feet; thence North 80 degrees 00 minutes 30 seconds West, a distance of 185.00 feet; thence North 59 degrees 11 minutes 43 seconds West, a distance of 45.23 feet; thence North 24 degrees 03 minutes 24 seconds East, a distance of 260.00 feet; thence North 24 degrees 02 minutes 53 seconds East, a distance of 130.73 feet; thence North 18 degrees 36 minutes 33 seconds East, a distance of 94.41 feet; thence North 10 degrees 26 minutes 09 seconds East, a distance of 61.21 feet; thence North 03 degrees 13 minutes 12 seconds East, a distance of 76.22 feet; thence North 00 degrees 46 minutes 57 seconds West, a distance of 98.08 feet; thence South 89 degrees 13 minutes 03 seconds West, a distance of 176.00 feet; thence North 00 degrees 46 minutes 57 seconds West, a distance of 310.00 feet to the point of beginning.

Tract 3: A non-exclusive easement for the benefit of Tracts 6 and 7 as created by Agreement of Easements and Covenants dated January 17, 2006 recorded January 23, 2006 as Document Number 200601856 from Midam/Dalan Bradley, LLC to Kennedy Homes Limited Partnership for the purpose of reasonable access, ingress and egress over areas as shown in said document.

Approximately 45.62 acres.

Parcel 4
(PIN No. 17-09-09-200-011)

That part of the Northeast Quarter and the Northwest Quarter of Section 9, Township 31 North, Range 12 East of the Third Principal Meridian, in Kankakee County, Illinois, described as follows: Commencing at the Northeast corner of the West Half of the Northeast Quarter of the Northeast Quarter of said Section 9; thence South 89 degrees 12 minutes 54 seconds West along the North line of said Northeast Quarter 1238.85 feet; thence South 00 degrees 29 minutes 40 seconds East 32.86 feet along the East right-of-way line of Illinois Route 50 as conveyed to the State of Illinois per instrument recorded October 17, 2001 as Document Number 200120684; thence South 84 degrees 47 minutes 24 seconds West along said East right-of-way line 32.89 feet to the point of beginning; thence South 00 degrees 46 minutes 57 seconds East 399.59 feet; thence North 89 degrees 13 minutes 03 seconds East 176.00 feet; thence South 00 degrees 46 minutes 57 seconds East 98.08 feet; thence South 03 degrees 13 minutes 12 seconds West 76.22 feet; thence South 10 degrees 26 minutes 09 seconds West 61.21 feet; thence South 18 degrees 36 minutes 33 seconds West 94.41 feet; thence South 24 degrees 02 minutes 53 seconds West 130.73 feet; thence South 24 degrees 03 minutes 24 seconds West 260.00 feet; thence South 06 degrees 47 minutes 02 seconds West 76.39 feet; thence South 19 degrees 56 minutes 18 seconds West 638.31 feet; thence South 11 degrees 42 minutes 53 seconds West 88.94 feet; thence South 15 degrees 58 minutes 50 seconds West 51.47 feet; thence South 08 degrees 47 minutes 28

seconds West 122.68 feet; thence South 89 degrees 07 minutes 09 seconds West 2509 feet; thence North 75 degrees 49 minutes 29 seconds West 188.83 feet; thence South 24 degrees 34 minutes 27 seconds West 23.62 feet to a point of curve; thence Southerly along a curve concave to the East, having a radius of 730.00 feet, an arc length of 324.32 feet and a chord bearing of South 11 degrees 50 minutes 48 seconds West; thence South 00 degrees 52 minutes 51 seconds East 293.97 feet; thence South 89 degrees 07 minutes 14 seconds West 201.70 feet; thence North 11 degrees 42 minutes 56 seconds East 824.23 feet; thence North 78 degrees 17 minutes 07 seconds East 57.46 feet; thence North 11 degrees 42 minutes 53 seconds East 126.16 feet; thence North 11 degrees 52 minutes 19 seconds East 465.49 feet; thence North 30 degrees 26 minutes 28 seconds East 245.05 feet; thence North 23 degrees 51 minutes 53 seconds East 365.55 feet; thence North 10 degrees 29 minutes 47 seconds East 272.23 feet; thence North 04 degrees 06 minutes 40 seconds West 401.23 feet to the East right-of-way line of Illinois Route 50 as conveyed to the State of Illinois per instrument recorded October 17, 2001 as Document Number 200120684; thence North 89 degrees 19 minutes 18 seconds East along said East right-of-way line 25.88 feet; thence North 84 degrees 47 minutes 24 seconds East along East right-of-way line 117.57 feet to the point of beginning, EXCEPTING THEREFROM that part thereof dedicated to the County of Kankakee for public road purposes per Document Number 200712396.

Approximately 1.73 acres.

Parcel 5
(PIN No. 17-09-09-200-012)

That part of the Northeast Quarter of Section 9, Township 31 North, Range 12 East of the Third Principal Meridian, in Kankakee County, Illinois, described as follows: Beginning at the Northeast corner of the West Half of the Northeast Quarter of the Northeast Quarter of said Section 9; thence South 01 degrees 37 minutes 07 seconds East along the East line of the West Half of the Northeast Quarter of the Northeast Quarter of said Section 9, 1330.08 feet to the South line of the Northeast Quarter of said Northeast Quarter; thence South 89 degrees 10 minutes 35 seconds West along said South line 668.79 feet to the East line of the West Half of said Northeast Quarter; thence South 01 degrees 50 minutes 55 seconds East along said East line 939.05 feet; thence North 08 degrees 22 minutes 11 seconds West 67.36 feet; thence North 21 degrees 05 minutes 25 seconds West 65.46 feet; thence North 32 degrees 20 minutes 31 seconds West 54.14 feet; thence North 43 degrees 24 minutes 15 seconds West 63.45 feet; thence North 54 degrees 39 minutes 22 seconds West 5615 feet; thence North 65 degrees 58 minutes 59 seconds West 64.24 feet; thence North 77 degrees 14 minutes 06 seconds West 55.35 feet; thence North 88 degrees 16 minutes 55 seconds West 62.07 feet; thence South 80 degrees 27 minutes 59 seconds West 69.04 feet; thence South 67 degrees 37 minutes 41 seconds West 159.94 feet; thence South 89 degrees 07 minutes 09 seconds West 37.62 feet; North 00 degrees 52 minutes 51 seconds West 185.45 feet; thence North 03 degrees 17 minutes 09 seconds East 50.13 feet; thence North 13 degrees 34 minutes 33 seconds East 73.60 feet; thence North 23 degrees 18 minutes 48 seconds East 43.50 feet; thence North 26 degrees 55 minutes 40 seconds East 272.76 feet; thence North 63 degrees 04 minutes 20 seconds West 125.00 feet; thence North 26 degrees 55 minutes 40 seconds East 26.61 feet to a point of curve; thence Northerly along a curve concave to the West, having a radius of 330.00 feet, an arc length of 97.55 feet and a chord bearing of North 18 degrees 27 minutes 35 seconds East; thence North 09 degrees 59 minutes 30

seconds East 41 .75 feet; thence North 80 degrees 00 minutes 30 seconds West 185.00 feet; thence North 65 degrees 56 minutes 36 seconds West 39.17 feet; thence North 06 degrees 47 minutes 02 seconds East 76.39 feet thence South 59 degrees 11 minutes 43 seconds East 45.23 feet; thence South 80 degrees 00 minutes 30 seconds East 185.00 feet; thence North 09 degrees 59 minutes 30 seconds East 16.64 feet; thence South 80 degrees 00 minutes 30 seconds East 125.00 feet; thence South 58 degrees 03 minutes 54 seconds East 145.43 feet; thence South 65 degrees 23 minutes 58 seconds East 58.85 feet; thence South. 84 degrees 33 minutes 08 seconds East 64.26 feet; thence North 76 degrees 31 minutes 37 seconds East 57.37 feet; thence North 56 degrees 46 minutes 50 seconds East 69.50 feet; thence North 36 degrees 46 minutes 38 seconds East 59.01 feet; thence North 19 degrees 31 minutes 52 seconds East 51.94 feet; thence North 00 degrees 54 minutes 59 seconds East 67.72 feet; thence North 16 degrees 59 minutes 31 seconds West 47.41 feet; thence North 24 degrees 21 minutes 16 seconds West 188.63 feet; thence North 65 degrees 38 minutes 44 seconds East 51.53 feet; thence North 59 degrees 11 minutes 40 seconds East 91.01 feet; thence North 48 degrees 25 minutes 32 seconds East 60.98 feet; thence North 40 degrees 53 minutes 23 seconds East 45.47 feet; thence North 33 degrees 50 minutes 06 seconds East 54.20 feet; thence North 26 degrees 32 minutes 44 seconds East 48.78 feet; thence North 18 degrees 57 minutes 30 seconds East 58.40 feet; thence North 11 degrees 40 minutes 09 seconds East 44.58 feet; thence North 44 degrees 16 minutes 53 seconds East 73.91 feet; thence South 62 degrees 03 minutes 13 seconds East 29.27 feet; thence North 89 degrees 13 minutes 03 seconds East 77.55 feet; thence North 71 degrees 24 minutes 14 seconds East 59.27 feet; thence North 52 degrees 31 minutes 02 seconds East 62.16 feet; thence North 33 degrees 40 minutes 28 seconds East 59.04 feet; thence North 15 degrees 26 minutes 30 seconds East 58.12 feet; thence North 03 degrees 20 minutes 27 seconds West 62.71 feet; thence North 22 degrees 23 minutes 17 seconds West 59.65 feet; thence North 39 degrees 45 minutes 57 seconds West 52.33 feet; thence North 59 degrees 26 minutes 53 seconds West 74.00 feet; thence North 80 degrees 11 minutes 43 seconds West 59.24 feet; thence South 89 degrees 13 minutes 03 seconds West 1048.11 feet; thence North 00 degrees 46 minutes 57 seconds West 89.59 feet to the East right-of-way line of Illinois Route 50 as conveyed to the State of Illinois per instrument recorded October 17, 2001 as Document Number 200120684; thence North 84 degrees 47 minutes 24 seconds East along said East right-of-way line 32.89 feet; thence North 00 degrees 29 minutes 40 seconds West along said East right-of-way line. 32.86 feet to the North line of said Northeast Quarter; thence North 89 degrees 12 minutes 54 seconds East along said North line 1238.85 feet to the point of beginning, EXCEPTING THEREFROM that part thereof dedicated to the County of Kankakee for public road purpose per Document Number 200712396.

Approximately 39.00 acres.

Parcel 6
(Part of PIN No. 17-09-16-200-005)

THAT PART OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 31 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, KANKAKEE COUNTY, ILLINOIS, WITH BEARINGS AND GRID DISTANCES REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE NAD 83 (2011 ADJ) DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 16; THENCE SOUTH 01 DEGREE 18 MINUTES 05

SECONDS EAST 153.73 FEET ALONG THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 85 DEGREES 35 MINUTES 23 SECONDS WEST 1104.26 FEET TO THE EAST LINE OF LOT 4 IN NEWTOWNE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 92-09879; THENCE NORTH 01 DEGREE 19 MINUTES 02 SECONDS WEST 219.47 FEET ALONG SAID EAST LINE TO THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 89 DEGREES 00 MINUTES 17 SECONDS EAST 1102.72 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

Approximately 4.72 acres.