

VILLAGE OF BRADLEY

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RESOLUTION NO. R-08-23-04

A RESOLUTION AUTHORIZING THE PURCHASE OF CERTAIN PROPERTY ALONG NORTH KINZIE AVENUE IN THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, AS WELL AS AN AMENDMENT TO AN EXISTING MOU BETWEEN THE VILLAGE AND EMBRACE CONSIGNMENT BOUTIQUE, INC.

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ADOPTED BY THE  
BOARD OF TRUSTEES OF THE  
VILLAGE OF BRADLEY

THIS 14 DAY OF August, 2023

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Published in pamphlet form by the authority of the Board of Trustees of the Village of Bradley, Kankakee County, Illinois this 14 day of August, 2023

RESOLUTION NO. R-0823-04

**A RESOLUTION AUTHORIZING THE PURCHASE OF CERTAIN PROPERTY ALONG NORTH KINZIE AVENUE IN THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, AS WELL AS AN AMENDMENT TO AN EXISTING MOU BETWEEN THE VILLAGE AND EMBRACE CONSIGNMENT BOUTIQUE, INC.**

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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 65 ILCS 5/2-3-8, the Corporate Authorities of the Village are authorized to enter into contracts and to acquire and hold real and personal property for corporate purposes; and

**WHEREAS**, the Corporate Authorities of the Village have determined that it is necessary and expedient to acquire certain property along North Kinzie Avenue for the Village's public purposes, including without limitation the construction of streetscape setbacks and other related improvements as part of the Village's streetscape design initiative (the "Property"); and

**WHEREAS**, the Village has negotiated a Purchase Agreement for the Property with the owner thereof (the "Agreement"), whereby the Village will purchase the Property for a total cost of \$6.80 per ft<sup>2</sup> (a copy of the Agreement is attached hereto as Exhibit A and fully incorporated herein); and

**WHEREAS**, in connection with the purchase of the Property, the Corporate Authorities of the Village also wish to amend an existing memorandum of understanding between the Village and the seller of the Property, Embrace Consignment Boutique, Inc.; and

**WHEREAS**, the Village has negotiated an amendment agreement for said memorandum of understanding (the "Amendment") (a copy of the Amendment is attached hereto as Exhibit B and fully incorporated herein); and

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

**WHEREAS**, the Corporate Authorities of the Village have determined that it is in the best interests of the Village and its citizens to approve and authorize the Agreement and the Amendment.

**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 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 hereby 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, 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 said Agreement and to purchase the Property.

**SECTION 3.** The Corporate Authorities of the Village hereby find and declare that the conditions, terms, and provisions of the Amendment (Exhibit B) are fair, reasonable, and acceptable to the Village and that the same is hereby 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 Amendment, 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 enter into said Amendment.

**SECTION 4.** 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 5.** 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 6.** The Village Clerk is hereby directed to publish this Resolution in pamphlet form.

**SECTION 7.** 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 14 day of Aug, 2023.

**TRUSTEES:**

RYAN LEBRAN	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
BRIAN BILLINGSLEY	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
DARREN WESTPHAL	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
BRIAN TIERI	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
GRANT D. VANDENHOUT	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
GENE JORDAN	Aye - <input type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input checked="" type="checkbox"/>

**VILLAGE PRESIDENT:**

MICHAEL WATSON      Aye -       Nay -       Absent -

**TOTALS:**      Aye - 5      Nay - 0      Absent - 1

**ATTEST:**

  
JULIE TAMBLING, VILLAGE CLERK

**APPROVED** this 14 day of August, 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-0823-04 "A RESOLUTION AUTHORIZING THE PURCHASE OF CERTAIN PROPERTY ALONG NORTH KINZIE AVENUE IN THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, AS WELL AS AN AMENDMENT TO AN EXISTING MOU BETWEEN THE VILLAGE AND EMBRACE CONSIGNMENT BOUTIQUE, INC.," which was adopted by the Village Corporate Authorities at a meeting held on the 14 day of Aug, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand in the Village of Bradley, County of Kankakee and State of Illinois, on this 14 day of Aug, 2023.

Julie Tambling  
\_\_\_\_\_  
JULIE TAMBLING, VILLAGE CLERK



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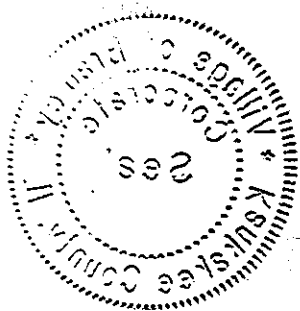
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**Exhibit A**  
**Purchase Agreement**

## **PURCHASE AGREEMENT**

This PURCHASE AGREEMENT (the "Agreement") is made and entered into by and between the Village of Bradley, Illinois, a municipal corporation, on the one hand ("Purchaser"), and Municipal Trust & Savings Bank, as trustee under the provisions of a trust agreement dated December 1, 2022, and known as Trust No. 3053, and Julie S. Jones, as sole beneficiary of said Trust No. 3053 (collectively referred to herein as 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 western twelve feet (12 ft<sup>2</sup>) of the property commonly known as 915 E. Broadway Street, Bradley Illinois, 60915, and currently bearing PIN: 17-09-28-111-020 (approximately 1,740 ft<sup>2</sup>); and
  - b. The western twelve feet (12 ft<sup>2</sup>) of the property commonly known as 148 N. Kinzie Avenue, Bradley, Illinois 60915, and currently bearing PIN: 17-09-28-111-032 (approximately 1,560 ft<sup>2</sup>); and
  - c. The property commonly known as vacant land located north of 148 N. Kinzie Avenue, Bradley, Illinois, and currently bearing PIN: 17-09-28-111-005 (approximately 11,600 ft<sup>2</sup>); and
  - d. Together with all easements, appurtenances, rights, privileges, reservations, tenements, and hereditaments belonging or pertaining to any of the foregoing (Sections 1(a-d) are hereinafter collectively referred to as the "Land"); and
  - e. Any goods, equipment, appliances, supplies and other personal property located thereon (hereinafter collectively called the "Personal Property").

The Land is generally depicted on Exhibit 1, attached hereto and fully incorporated herein; however, the Parties acknowledge and affirm that the exact boundaries, legal description, and area of the Land is to be established by the Survey required by Section 4(c) of this Agreement. The Land and the Personal Property are hereinafter referred to collectively as the "Property."

2. **Purchase Price.** The purchase price to be paid to Seller by Purchaser for the Property (the "Purchase Price") shall be \$6.80 per square foot. The total area of the Land (and therefore the total amount of the Purchase Price) is to be established by the Survey required by Section 4(c) of this Agreement. As of the Effective Date, the Parties estimate that the total area of the Property is approximately 14,900 ft<sup>2</sup>, but both Parties acknowledge and understand that this number could change depending on the results of the Survey. 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 HomeStar Title Company, Bradley, Illinois, 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.

3. **Purchaser's Investigation of the Property.**

- a. Property Inspection. Beginning on the Effective Date and continuing for a period of Thirty (30) 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 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 the municipality and any other 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 "Purchaser's Investigation"). The repair and indemnification provisions of this Section 3(a) shall survive the expiration and termination of this Agreement.

- 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 (or any other nearby property of Seller that is reasonably necessary for Purchaser to conduct Purchaser's Investigation, exercise any of its other rights, or perform any of its other obligations under this Agreement). Informal notice must be given via email to [embraceconsignment@yahoo.com](mailto:embraceconsignment@yahoo.com) and/or telephone call to (815) 370-9474; 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 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.

Purchaser shall provide to Seller at no cost copies of the results of Purchaser's Investigations. This obligation shall survive the expiration or 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/or any other properties of Seller, of which the Property is a part; 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.

No representations or warranties, express or implied, are made by Seller with respect to the Seller Information and any reliance on the Seller Information shall be at Purchaser's sole risk. 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) to 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 obligations 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 other than permitted exceptions.

Seller's obligations to consummate the Closing is further conditioned upon:

- i. All representations and warranties of Purchaser contained in this Agreement being true and accurate as of the date of the Closing; and
- ii. There being no breach by Purchaser of their agreements or covenants contained in this Agreement; and
- iii. Purchaser's delivery of all documents required under this Agreement to be delivered at the Closing; and

4. **Title and Survey Matters.**

- a. **Conveyance of Title.** Seller shall execute and deliver to Purchaser a trustee's deed ("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 and paid for by Purchaser. 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 ten (10) business days prior to Closing, Purchaser shall obtain, at Purchaser's sole cost and expense, 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 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. Purchaser shall provide Seller with a copy of the Survey within three (3) business days of receipt thereof. Seller shall review the Survey and, if Seller determines that the area depicted on the Survey does not substantially comply with the description of the Land, as set forth in Section 1 of this Agreement and depicted on Exhibit 1, shall notify Purchaser in writing of any such defect within two (2) business days. If Seller notifies of any defect in the Survey, Purchaser shall have it corrected with five (5) business days. If Seller notifies Purchaser that the Survey is acceptable, or else fails to notify Purchaser of any defect within the timeframe set forth, then the Survey shall be deemed acceptable to both parties and shall thereafter be controlling with respect to the exact boundaries, legal description, and area of the Land, which shall in turn control the Purchase Price.
- 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 any required transfer tax and 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.
- 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 contemplated public improvements (this specifically excludes any improvements contemplated to be constructed by Purchaser), or improvements previously completed or for amounts owed for assessments, general or special, already confirmed or final shall be paid by

Seller prior to, or at, 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 shall be as of the Closing Date 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 Seller shall be as of the Closing Date the owner of, and have good and marketable title and full rights in and to, the Personal Property, if any, none of which has been encumbered, pledged or hypothecated; and
  - c. To Seller's actual knowledge and with no duty of inquiry: (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 used 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

- d. There will be no lease affecting the Property or any part thereof when the Property is conveyed to Purchaser at Closing; and
- e. 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
- f. At the time of Closing, all work done on the Property by or at the request of Seller and any supplies related thereto will be paid for in full; and
- g. Seller has received not 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
- h. 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
- i. 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
- j. Based upon Seller's actual knowledge and with no duty of inquiry, 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
- k. 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.

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 6 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 6 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.

Purchaser hereby represents and warrants to Seller 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. Purchaser 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 Purchaser and constitutes (and all instruments of transfer and other documents delivered by Purchaser in connection herewith shall constitute) the valid and legally binding obligation of Purchaser, enforceable in accordance with the terms hereof (and thereof), and the directors, managers, and/or officers of Purchaser 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. Based upon Purchaser's actual knowledge and with no duty of inquiry, 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 Purchaser'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
- c. Purchaser's obligations contemplated hereby, and the execution, delivery, and performance of this Agreement by Purchaser, will not result in a breach of, or constitute a default under, any instrument or agreement to which Purchaser or the Property is bound; and

All such representations, warranties, covenants, and agreements made or to be performed by Purchaser pursuant to this Agreement, including those set forth in this Section 6 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 6 or elsewhere in this Agreement by Purchaser, Purchaser shall indemnify and hold Seller harmless against all losses, damages, liability costs, expense (including reasonable attorneys' fees and costs), and charges which Seller may incur, or to which Seller 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 other than Seller 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 or cause to be paid 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 Seller shall keep the Property fully insured in accordance with prudent and customary practice.

**8. 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 thirty (30) 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. Seller shall pay all title insurance expenses (including, but not limited to, all later-date fees, general and extended coverage premiums and endorsement fees necessary to remove unpermitted title exceptions) and one-half (1/2) of the escrow fees and charges; provided, however, 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. The Purchaser shall pay the fee for recording the Deed, title insurance expenses relative to any mortgage lender to Purchaser or related

to any other financing arrangements of Purchaser, charges for any title insurance endorsements desired by Purchaser, and one half (1/2) of the escrow fees and charges.

- 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 easements and restrictions shown on the Commitment which are accepted or deemed accepted by Purchaser; 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; 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.
- 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
  - ii. The Closing Statement; and
  - iii. Execute and deliver to Seller an ALTA Statement; and
  - iv. Execute and deliver a certificate signed by Purchaser to the effect that all representations and warranties of Purchaser contained herein are true and

correct, and all agreements and covenants of Purchaser contained herein have been performed or complied with, as of the Closing Date; and

- v. Execute and deliver a Grant of Limited Term Parking Easement in substantially the form attached hereto as Exhibit 2 and fully incorporated herein; and
  - vi. Such other documents as Seller 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.
9. **Access.** Subject to the terms and conditions contained herein, from and after Effective Date, Purchaser, its agents, its employees, and its contractors may enter on the Property (or any other nearby property of Seller that is reasonably necessary for Purchaser to conduct Purchaser's Investigation, exercise any of its other rights, or perform any of its other obligations under this Agreement) at their own risk for such purposes as Purchaser may deem necessary or appropriate, including making inspections or examinations.
10. **Broker's Commissions.** Seller and Purchaser each represent and warrant to the other that they not dealt with any agents, brokers, or finders in connection with the transaction covered by this Agreement. Each of the parties hereto agrees to indemnify and hold the other harmless from and against any claims, actions, liabilities, costs, and expense for any claim for brokerage commission or finder's fee asserted by any person, firm or entity claiming to have been engaged by, through or under the indemnifying party. Seller and Purchaser hereby acknowledge that the foregoing representation and warranty shall survive the Closing.
11. [Intentionally Omitted].
12. **Memorandum of Understanding.** The provisions of the Memorandum of Understanding dated October 10, 2022, between Embrace Consignment Boutique, Inc. and Julie Jones as the "Company" and the Village of Bradley as the "Village" are specifically incorporated in and made a part of this Agreement. In particular, the provisions of the Memorandum of Understanding relative to sale price matching, paying incentives, and sign grant program shall remain applicable to the Property and shall survive the Closing.
13. **Default.** If either party defaults in the full and timely performance of any of their obligations hereunder, the non-breaching party, as their sole and exclusive remedy, may, after written notice and a reasonable opportunity to cure, elect to either terminate this Agreement. In the event of such a termination on account of a Purchaser default, Seller shall receive the Earnest Money. In the event of such a termination on account of a Seller's default, Purchaser, at its election, shall either be entitled to a refund of the Earnest Money (in which case the parties shall have no further obligations hereunder except those provisions that expressly survive) or pursue Purchaser's equitable remedy of specific performance, provided that any action for specific performance must be commenced within one hundred and eighty (180) days after Purchaser obtains knowledge of Seller's default. If no action for specific performance is commenced within said time period, Purchaser shall be deemed to have waived the remedy of specific performance and to

have selected the refund of the Earnest Money remedy. In the event that a party files suit to enforce the terms of this Agreement, the prevailing party shall be entitled to recover their reasonable attorney's fees and costs related to the suit.

14. **Notices.** Any notice required or contemplated by this Agreement shall be in writing and shall be either (i) personally delivered or (ii) mailed by (a) U.S. certified mail, return receipt requested and postage pre-paid, or (b) nationally recognized private carrier (such as FedEx or UPS) to the Parties at the following addresses:

*If to seller:* Julie S. Jones  
c/o Embrace Consignment Boutique, Inc.  
39 Meadowview Center  
Kankakee, Illinois 60901

*With a copy to:* Mr. Gregory A. Deck  
**Deck & Baron Attorneys at Law**  
200 East Court Street, Suite 508  
Kankakee, Illinois 60901

*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 (5<sup>th</sup>) 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 (3<sup>rd</sup>) business day after it is deposited with said mail carrier.

15. **Miscellaneous.**

- a. **Binding on Successors and Assigns.** This Agreement shall be binding upon the successors and assigns of the parties hereto provided that Purchaser shall not sell, assign or transfer any rights which may accrue to Purchaser under this Agreement except to an affiliate of Purchaser, whether or not any such sale, assignment or transfer is voluntary, involuntary or by operation of law. No assignment shall release Purchaser from any obligation or liability hereunder. For purposes of this Agreement, an "affiliate" means, with respect to Purchaser, any person or entity directly or indirectly controlling, controlled by, or under common control with Purchaser. For purposes of this definition, the terms "controls," "is controlled by," and/or "is under common control with" shall mean the possession, direct or indirect, of the power to

direct or cause the direction of the management and policies of persons or entities, whether through the ownership of owning securities, by Agreement or otherwise.

- 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:**

**Village of Bradley, Illinois**

\_\_\_\_\_  
By: Michael M. Watson

Title: President

Date: \_\_\_\_\_

**SELLER:**

**Municipal Trust & Savings Bank, as trustee under the provisions of a trust agreement dated December 1, 2022, and known as Trust No. 3053**

\_\_\_\_\_  
By: Julie S. Jones

Its: Sole Beneficiary

Date: \_\_\_\_\_

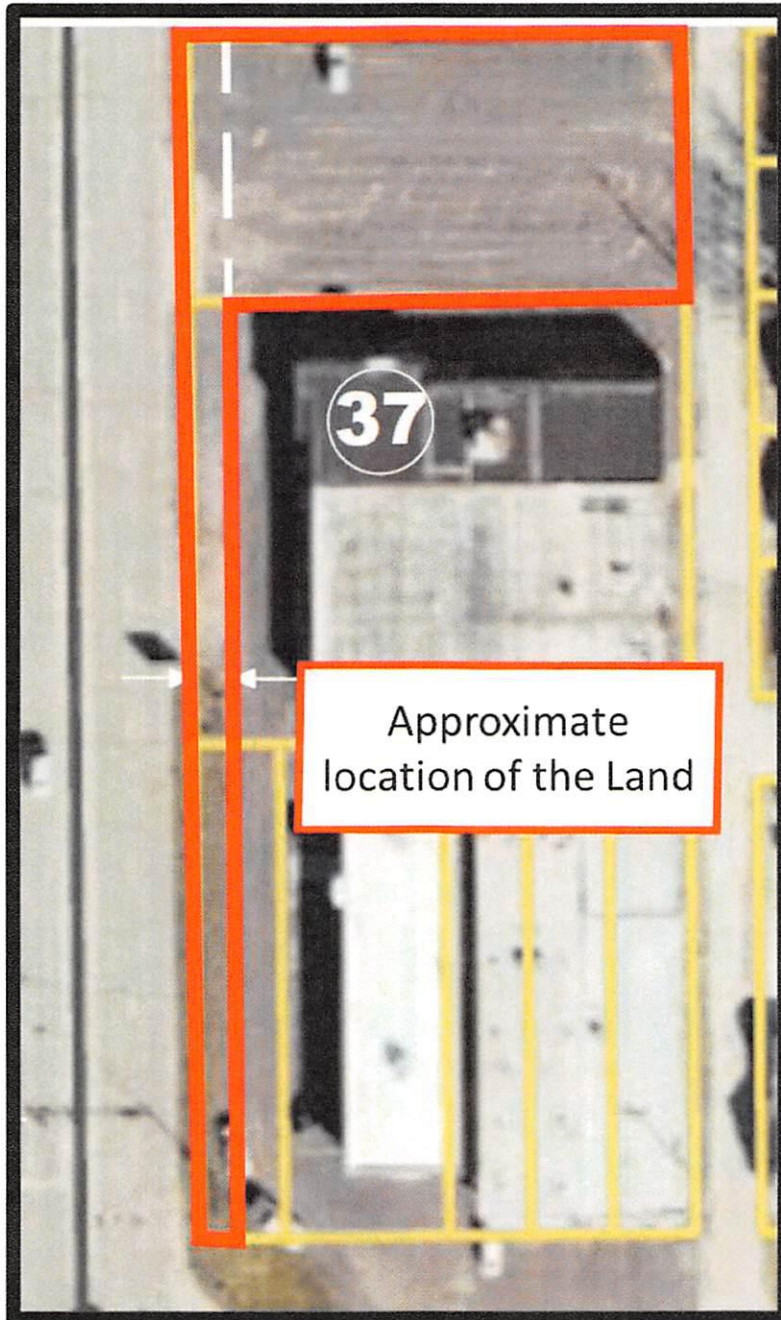
**Julie Jones, an Individual**

\_\_\_\_\_  
Julie Jones

Date: \_\_\_\_\_

# **Exhibit 1**

**(Depiction of the Land)**





# **Exhibit 2**

**(Grant of Limited Term Parking Easement)**

State of Illinois  
County of Kankakee

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

Grantor: The Village of Bradley  
Address: Vacant land located north of 148 N. Kinzie Avenue, Bradley, Illinois  
PIN: 17-09-28-111-005

### **GRANT OF LIMITED TERM PARKING EASEMENT**

The Grantor, the Village of Bradley, an Illinois municipal corporation with a principal business address of 147 South Michigan Avenue, Bradley, Illinois 60915, owner of that certain 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 Municipal Trust & Savings Bank, as trustee under the provisions of a trust agreement dated December 1, 2022, and known as Trust No. 3053, its successors and assigns (hereinafter referred to as the "Grantee"), certain easement rights, as described herein.

1. **Limited-Term Parking Easement:** Grantor hereby grants to Grantee non-exclusive easement permission and authority in, on, along, thru, over, and across that part of the Grantor's premises as is legally described and depicted on Exhibit 1, attached hereto and fully incorporated herein (hereinafter this area shall be referred to as the "Easement"), for the limited purpose of business parking and for the limited term set forth in this instrument. Grantee, along with its agents, assigns, customers, business invitees, successors and assigns, shall have the right to access, occupy, and use the Easement, subject to such reasonable parking restrictions as Grantor adopts from time to time for the use of the Easement generally, for the purpose of parking vehicles in connection with the business use of Grantee's property, which is commonly known as 915 E. Broadway St., Bradley, Illinois 60915 and 148 N. Kinzie Ave, Bradley, Illinois 60915, as legally described on Exhibit 2 (the "Grantee's Property") for the duration of the Easement, as set forth herein. For the avoidance of doubt, the intent of this easement is to maintain the Grantee's Property in compliance with the off-street parking requirements of the Grantor's code of ordinances during its term, not to grant, transfer, or convey any rights to use the Easement area in any manner or for any purpose greater or different than the right that other area businesses and the general public will have to use the same.

2. **Compliance with Municipal Parking Requirements:** Grantor acknowledges and affirms that the purpose of the Easement granted hereby is, in part, to permit Grantee to treat any and all parking spaces constructed and/or maintained by Grantor upon the Easement area as if they were located on the Grantee's own property for the purposes of complying with any and all off-street parking and loading ordinance requirements of Grantor for so long as this Easement remains in effect. Grantor also acknowledges that the Easement granted hereby is intended to permit Grantee to use the Easement for parking vehicles together with, and subject to the same terms, conditions, and restrictions as, other area businesses and the general public.
3. **Effective Date; Term.** This Easement shall become effective on the first date that it has been signed by representatives of both the Grantor and the Grantee. Thereafter, this Easement shall remain in effect unless and until revoked by the Grantor pursuant to the provisions hereof.
4. **Grantor's Rights.** Grantor shall have and hereby retains all rights to use and occupy the Easement area at all times that this Agreement is in effect, as well as to permit any other person or entity to access and utilize the Easement for the purposes of parking or any other purpose permitted by Grantor. Grantor is not required to notify Grantee of its intent to use, or to permit any other person to use, the Easement area for any purpose whatsoever.
5. **Indemnity.** Grantee hereby agrees to defend, indemnify, and hold harmless Grantor and all of its elected and appointed officials, officers, employees, servants, representatives, and agents (collectively the "Indemnitees") from and against any and all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, and judgments, including without limitation reasonable attorney's fees and all costs of litigation (collectively the "Claims"), for damage to or destruction or loss of property, including loss of use, and injury to or death of any person or persons which may be threatened, filed, raised, or pleaded against any of the Indemnitees and arising out of or in connection with this instrument, the Easement, the Grantee's use of the Easement, the use of the Easement by any of Grantee's agents, assigns, customers, and business invitees, and/or any wrongful or negligent act or omission of Grantee or any of its directors, officers, employees, agents, or other representatives, except to the extent such Claims may arise in whole or in part from any wrongful or negligent acts or omission of any of the Indemnitees.
6. **Termination.** Grantor reserves the right to revoke this instrument, and terminate the Easement granted hereby, upon forty-five (45) days written notice to the Grantee at any time after the Grantor has amended its off-street parking and loading ordinance requirements such that access to and use of the Easement area is no longer required in order for the Grantee's Property to be deemed in compliance with said ordinance requirements. Grantee further reserves the right to revoke this instrument, and terminate the Easement granted hereby, on any other basis available to the Village at law or in equity. Notwithstanding any such termination, Grantor acknowledges that after the termination Grantee and its successors and assigns shall continue to have the same right to use the Easement in the same manner, and subject

to the same conditions and restrictions, as other area businesses and the general public may be permitted to use the Easement for parking purposes from time to time. Likewise, Grantee acknowledges and agrees that upon such termination, Grantee and its successors and assigns shall not have any ability beyond that extended to other area businesses and the general public to access or use the Easement area. For the avoidance of doubt, the intent of this easement is to maintain the Grantee's Property in compliance with the off-street parking requirements of the Grantor's code of ordinances during its term, not to grant, transfer, or convey any rights to use the Easement area in any manner or for any purpose greater or different than the right that other area businesses and the general public will have to use the same. The provisions of this paragraph shall survive the termination of this Easement.

7. **Release and Waiver.** Grantee acknowledges that the purpose of this Easement is to maintain Grantee's Property in compliance with the off-street parking requirements of Grantor's code of ordinances during its term and not to grant, transfer, or convey any rights to use the Easement area in any manner or for any purpose greater or different than the right that other area businesses and the general public will have to use the same. Therefore, Grantee hereby agrees and affirms that upon any termination of the Easement which complies with Section 6 of this instrument, *supra*, Grantee shall not have, acquire, or accrue any claim or cause of action against Grantor, specifically including, without limitation, (i) any claim that such termination constitutes a taking of property without just compensation in violation of the federal and Illinois state constitutions or (ii) any other claim for damages whatsoever.
8. **Litigation.** Neither Grantor nor Grantee, nor their respective successors and assigns, shall challenge the legality or enforcement of any recital, provision or covenant of this instrument. In the event any other person or entity attempts to enjoin or otherwise challenge the validity of any recital, provision, or covenant of this instrument, neither Grantor nor Grantee will take any position adverse to enforcement of the same. Grantee, in its sole discretion, may petition to intervene in any action or proceeding that challenges the legality or enforceability of this instrument, and thereafter may participate, at its sole cost, in the defense of any such claim. Grantor shall have no obligation to participate in the defense thereof and shall not be obligated to appear, answer, or file any pleadings whatsoever. Grantee voluntarily assumes and shall bear the risk of an adverse judgment and shall have no recourse against Grantor.
9. **Governing Law; Choice of Forum.**
  - a. **Governing Law.** This instrument is made under and by virtue of the laws of the state of Illinois and shall be construed, interpreted, and applied pursuant thereto without the application of any conflicts of laws principles.
  - b. **Exclusive Forum and Venue.** Grantor and Grantee hereby knowingly, intentionally, and voluntarily submit, to the fullest extent permitted by law, to the exclusive personal and subject-matter jurisdiction of the Circuit Court

for the Twenty-First Judicial Circuit, Kankakee County, Illinois, over any suit, action or proceeding in any way related to or arising from this instrument. Therefore, Grantor and Grantee hereby knowingly, intentionally, and voluntarily waive and forfeit any and all rights that they have, or which they may later accrue, to file any motion challenging jurisdiction or venue in said circuit court, including but not limited to any motion styled as a motion forum *non conveniens*, as well as their right to remove any such action to any federal court.

- c. Attorney's Fees and Costs. In the event of any litigation between Grantor and Grantee related to this instrument, other than litigation filed by Grantor to enforce the Grantee's obligation to defend, indemnify, and hold harmless Grantor, as set forth above, Grantor and Grantee shall each be responsible for their own attorney's fees and costs of suit. In the event that Grantor files any suit against Grantee to enforce Grantee's obligation to defend, indemnify, and hold harmless Grantor, as set forth above, and Grantor substantially prevails in said suit, Grantor shall be entitled to its costs of suit and reasonable attorneys' fees.

10. Notices. Any notice required or contemplated by this Agreement shall be in writing and shall be either (i) personally delivered or (ii) mailed by (a) U.S. certified mail, return receipt requested and postage pre-paid, or (b) nationally recognized private carrier (such as FedEx or UPS) to the Parties at the following addresses, or such other address(es) as Grantor and/or Grantee may designate in writing from time to time:

*If to Grantor:* 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

*If to Grantee:* Municipal Bank Trust No. 3053  
c/o Embrace Consignment Boutique, Inc.  
148 N Kinzie Avenue  
Bradley, Illinois 60915

*With a copy to:* Mr. Gregory A. Deck  
Deck & Baron Attorneys at Law  
200 East Court Street, Suite 508  
Kankakee, Illinois 60901

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 (5<sup>th</sup>) 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 (3<sup>rd</sup>) business day after it is deposited with said mail carrier.

11. Successors and Assigns. This instrument is and shall constitute an easement and covenant which runs with the land and the terms, covenants and conditions herein contained shall be binding upon and inure to the benefit of Grantor and Grantee and their respective heirs, successors, transferees and assigns.

IN WITNESS WHEREOF, the Grantor has signed and delivered this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**GRANTOR:**

**Village of Bradley, Illinois**

\_\_\_\_\_  
By: Michael M. Watson

Title: President

Date: \_\_\_\_\_

ACCEPTED AND AGREED TO this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**GRANTEE:**

**Municipal Trust & Savings Bank, as trustee of Trust No. 3053**

\_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF ILLINOIS        )  
  ) §§  
COUNTY OF KANKAKEE )

**ACKNOWLEDGEMENT**

I, \_\_\_\_\_, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that on this day there appeared before me in person Michael M. Watson, Village President of the Village of Bradley and personally known to me to be the person that affixed his signature upon the foregoing instrument, and stated and affirmed that he signed and delivered the above and foregoing instrument as her free and voluntary act and deed and as the free and voluntary act of the Village of Bradley, all for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

My Commission Expires:

\_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public



STATE OF \_\_\_\_\_ )  
 ) §§  
COUNTY OF \_\_\_\_\_ )

**ACKNOWLEDGEMENT**

I, \_\_\_\_\_, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that on this day there appeared before me in person \_\_\_\_\_ (*name*), \_\_\_\_\_ (*title*) of Municipal Trust & Savings Bank, acting as trustee of Trust No. 3053, and personally known to me to be the person that affixed his/her signature upon the foregoing instrument, and stated and affirmed that he/she signed and delivered the above and foregoing instrument as his/her free and voluntary act and deed and as the free and voluntary act of Municipal Trust & Savings Bank, acting as trustee of Trust No. 3053, for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

My Commission Expires:

\_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

# **Exhibit B**

**First Amendment to the October 10, 2022,  
Memorandum of Understanding Between  
Embrace Consignment Boutique, Inc., and  
the Village of Bradley**

**FIRST AMENDMENT TO THE OCTOBER 10, 2022, MEMORANDUM OF  
UNDERSTANDING BETWEEN EMBRACE CONSIGNMENT BOUTIQUE, INC., AND THE  
VILLAGE OF BRADLEY**

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This First Amendment to the October 10, 2022, Memorandum of Understanding Between Embrace Consignment Boutique, Inc., and the Village of Bradley (the "Agreement") is entered into as of the first date it is executed by all parties hereto (the "Effective Date") by and between **Embrace Consignment Boutique, Inc.**, an Illinois Corporation and **Julie Jones**, an individual residing at 1400 N. Samara Avenue (collectively the "Company"), on the one hand, and the **Village of Bradley**, an Illinois Municipal Corporation located in Kanakee County (the "Village"), on the other hand. The Company and the Village may be referred to individually as a "Party" or collectively as the "Parties" from time to time herein, as appropriate.

**RECITALS**

**WHEREAS**, on October 10, 2022, the Parties entered into a Memorandum of Understanding, a copy of which is attached hereto as Exhibit A and fully incorporated herein (the "MOU"); and

**WHEREAS**, the Parties now wish to enter into this Agreement for the purposes of amending certain provisions of the MOU, as set forth herein.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained in this Agreement, as well as for other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the Village and the Company agree as follows:

1. Recitals Incorporated. The Parties hereby acknowledge, agree, declare, and affirm that all of the recitals contained in the preamble to this Agreement are true, accurate, and complete in every material respect. Therefore, all of said recitals are hereby incorporated by reference as if fully stated herein and further made a part hereof.
2. Intent. It is the intent of the Parties that this Agreement shall constitute an amendment to the MOU, but only to the extent expressly set forth herein. For the avoidance of doubt, any provision of the MOU explicitly amended by this Agreement shall be superseded hereby, but any provision not so Amended shall remain effective as set forth in the MOU and is hereby incorporated herein by reference. In the event of any conflict between this Agreement and the MOU, the terms and provisions of this Agreement shall control, but only to the extent necessary to avoid the conflict.
3. Amendment. Section 2 of the MOU is hereby amended in part to incorporate the underlined text:

Sale of the Parcel. At any time on or after the date on which the Company closes upon and takes ownership of the Subject Property, the Company agrees to sell the Parcel (Exhibit 1) to the Village for an agreed price of \$6.80/ft<sup>2</sup>. Said sale shall be pursuant to a contract of sale between the Parties, which agreement shall be on terms mutually agreeable to said Parties, provided that the aforementioned price shall not be increased except as provided by this Paragraph. The sole exception to the preceding sentence shall be as follows: In the event that the Village purchases other like-kind property in connection with the Project that is located along Route 50 and south of Durham Street (the "Other Property"), for a net price in excess of \$6.80/ft<sup>2</sup> on or before December 31,

2025, the Village agrees to honor such higher price per square foot when it purchases the Parcel from the Company and/or to provide the Company with a retroactive reimbursement equal to the difference between the price the Village paid for the Other Property and the price that the Village paid for the Parcel. For the avoidance of doubt, if the Village does not enter into any contract for the purchase of the Other Property on or before December 31, 2025, the Village shall not be required to make any retroactive reimbursement or payment to the Company.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed on the Effective Date for the purposes set forth above.

\_\_\_\_\_  
Julie Jones, an Individual

Date: \_\_\_\_\_

**EMBRACE CONSIGNMENT BOUTIQUE, INC.**

\_\_\_\_\_  
By: Julie Jones

Its: President

Date: \_\_\_\_\_

**VILLAGE OF BRADLEY**

\_\_\_\_\_  
By: Michael M. Watson

Its: Village President

Date: \_\_\_\_\_

# **Exhibit A**

**October 10, 2022**

**Memorandum of Understanding**

## **MEMORANDUM OF UNDERSTANDING**

**This Memorandum of Understanding (the "MOU") is entered into this 10<sup>th</sup> day of October, 2022, by and between Embrace Consignment Boutique, Inc., an Illinois Corporation and Julie Jones, an individual residing at 1400 N. Samara Avenue (collectively the "Company"), on the one hand, and the Village of Bradley, an Illinois Municipal Corporation located in Kanakee County (the "Village"), on the other hand. The Company and the Village may be referred to individually as a "Party" or collectively as the "Parties" from time to time herein, as appropriate.**

### **RECITALS**

**WHEREAS, the Company is in the process of purchasing certain property, located within the corporate boundaries of the Village, that is commonly known as 915 E. Broadway St., Bradley, Illinois 60915 and 148 N. Kinzie Ave, Bradley, Illinois 60915, and which presently bears the following tax PINs: 17-09-28-111-005; 17-09-28-111-020; 17-09-28-111-030; 17-09-28-111- 032 (the "Subject Property"); and**

**WHEREAS, the Company intends to operate, with the Village's approval, a secondhand retail establishment on the Subject Property; and**

**WHEREAS, the Village is presently in the process of improving and beautifying various business corridors throughout the Village, including the one that adjoins the Subject Property, and wishes to construct setbacks for the Village's streetscape design initiative and a public access parking lot in the vicinity of the Subject Property (the "Project"); and**

**WHEREAS, assuming the Company successfully purchases the Subject Property, the Village wishes to purchase certain parts of the Subject Property, as identified on Exhibit 1, attached hereto and fully incorporated herein (collectively the "Parcel"), from the Company in support of its Project and on the terms set forth herein; and**

**WHEREAS, in connection with the Project, the Village will be conducting various construction and paving activities on the Parcel, which it is willing to offer to the Company on the terms set forth herein (the "Paving Incentive"); and**

**WHEREAS, the Village is in the process of creating a monument sign grant program, which it intends to make available to the Company, as set forth herein (the "Sign Grant Program"); and**

**WHEREAS, the Company wishes for the Village to complete the Project, and further wishes to participate in and benefit from the Paving Incentive and Sign Grant Program if and when made available by the Village; and**

**WHEREAS, the Company is willing and wishes to sell the Parcel to the Village on the terms set forth herein.**


**NOW THEREFORE, in consideration of the mutual promises and covenants contained in this MOU, as well as for other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the Village and the Company agree as follows:**

- 1. Recitals Incorporated. The recitals contained in the preamble are hereby incorporated by reference and shall be deemed to be a part of this MOU. The Parties shall fully cooperate with each other in carrying out the terms of this MOU. All Parties represent that they have the full authority to enter into this MOU pursuant to law.**

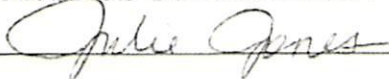
2. **Sale of the Parcel.** At any time on or after the date on which the Company closes upon and takes ownership of the Subject Property, the Company agrees to sell the Parcel (Exhibit 1) to the Village for an agreed price of \$6.80/ft<sup>2</sup>. Said sale shall be pursuant to a contract of sale between the Parties, which agreement shall be on terms mutually agreeable to said Parties, provided that the aforementioned price shall not be increased except as provided by this Paragraph. The sole exception to the preceding sentence shall be as follows: In the event that the Village purchases other like-kind property in connection with the Project that is located along Route 50 and south of Durham Street (the "Other Property"), for a net price in excess of \$6.80/ft<sup>2</sup>, the Village agrees to honor such higher price per square foot when it purchases the Parcel from the Company and/or to provide the Company with a retroactive reimbursement equal to the difference between the price the Village paid for the Other Property and the price that the Village paid for the Parcel.
3. **Paving Incentive.** After taking ownership of the Parcel, the Village intends to construct certain improvements upon the Parcel, including a public parking lot, all as part of the Project. At whatever time the Village undertakes said improvements on the Parcel, the Village will, unless otherwise prohibited by law, offer to include the repaving of the Company's parking lot on the Subject Property as part of the Project (*i.e.* the "Paving Incentive"). If the Company opts to participate in the Paving Incentive: (i) it shall be liable to reimburse the Village for all costs associated with work on the Company's property, and (ii) the Village shall have no obligation to commence any work unless and until the Company places in escrow (or pre-pays to the Village) an amount equal to the estimated cost of the work on the Company's property, as determined by the Village Engineer. For the avoidance of doubt, nothing in this Paragraph is intended or shall be deemed to limit the Company's liability to the amount of such escrow/pre-payment; rather, the Company shall fully reimburse the Village the actual costs of all work undertaken by the Village on the Company's property pursuant to this MOU. If the Company opts not to participate in Paving Incentive, as outlined herein, the Village shall have no further obligation to the Company with regards to paving.
4. **Sign Grant Program.** The Parties acknowledge that the Village is presently developing, and expects to implement, a grant program to assist business owners within the Village, such as the Company in this instance, to replace existing signs with new signs that meet the aesthetic standards of the Village. In the event that the Village implements the Sign Grant Program, or any other similar program, the Village agrees that the Company shall be permitted to participate therein, unless otherwise prohibited by law. The Parties acknowledge and understand that the implementation of any such Sign Grant Program is at the sole legislative discretion of the Village's corporate authorities. Nothing in this MOU is intended or shall be deemed to require the Village to pass, approve, fund, or otherwise make available the Sign Grant Program, or any other similar program, on any particular term or terms.
5. **Applicable Law.** This MOU and its terms shall be construed, interpreted and governed by and under the laws of the State of Illinois.
6. **Jurisdiction and Venue.** The Parties, to the fullest extent permitted by law, hereby knowingly, willingly, intentionally and voluntarily submit to personal jurisdiction in Kankakee County, Illinois, over any suit, claim, cause of action, litigation or other proceeding. The Parties further agree that sole and exclusive jurisdiction over any and all

proceeding. The Parties further agree that sole and exclusive jurisdiction over any and all disputes which may arise from or concerning this MOU shall be vested in 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.


**IN WITNESS WHEREOF**, the Parties hereto have caused this MOU to be executed on the date and year first above written.

  
\_\_\_\_\_  
Julie Jones, an Individual

**EMBRACE CONSIGNMENT BOUTIQUE, INC.**

  
\_\_\_\_\_  
By: Julie Jones  
Its: President

**VILLAGE OF BRADLEY**

  
\_\_\_\_\_  
By: Michael M. Watson  
Its: Village President



# **Exhibit 1**

**(The Parcel)**

- The entire parcel that presently bears PIN no. 17-09-28-111-005 (approx. 11,600 ft<sup>2</sup>); and
- The western 12 feet of the parcel that presently bears PIN no. 17-09-28-111-032 (approx. 1,560 ft<sup>2</sup>); and
- The western 12 feet of the parcel that presently bears PIN no. 17-09-28-111-002 (approx. 1,740 ft<sup>2</sup>).