

VILLAGE OF BRADLEY

RESOLUTION NO. R-10-23-03

A RESOLUTION ACCEPTING A GRANT OF PERMANENT PUBLIC UTILITY
AND PUBLIC RIGHT-OF-WAY EASEMENTS
(PIN: 17-09-29-219-001)

ADOPTED BY THE
BOARD OF TRUSTEES OF THE
VILLAGE OF BRADLEY

THIS 23 DAY OF October, 2023

Published in pamphlet form by the authority of the Board of Trustees of the Village of Bradley,
Kankakee County, Illinois this 23 day of Oct, 2023.

RESOLUTION NO. R-10-23-03

**A RESOLUTION ACCEPTING A GRANT OF PERMANENT PUBLIC UTILITY
AND PUBLIC RIGHT-OF-WAY EASEMENTS
(PIN: 17-09-29-219-001)**

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

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

WHEREAS, Rick Jones Construction, Inc. (the “Owner”), is the owner of certain property located within the corporate boundaries of the Village, which property is commonly known as 300 E. Broadway, Bradley, Illinois and presently bears the PIN: 17-09-29-219-001 (the “Subject Property”); and

WHEREAS, the Owner has offered to grant the Village permanent public utility and public right-of-way easements over part of the Subject Property, as set forth in Exhibit 1, attached hereto and fully incorporated herein (the “Easement”); and

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

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

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

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

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

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

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

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

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PASSED by the Board of Trustees on a roll call vote on the 23 day of Oct, 2023.

TRUSTEES:

RYAN LEBRAN	Aye - <u>X</u>	Nay - <u> </u>	Absent - <u> </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 - Nay - Absent -

TOTALS: Aye - 6 Nay - 0 Absent - 0

ATTEST:

Julie Tambling
JULIE TAMBLING, VILLAGE CLERK

APPROVED this 23 day of October, 2023.

Michael Watson
MICHAEL WATSON, VILLAGE PRESIDENT

ATTEST:

Julie Tambling
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 B-10-23-03 "A RESOLUTION ACCEPTING A GRANT OF PERMANENT PUBLIC UTILITY AND PUBLIC RIGHT-OF-WAY EASEMENTS (PIN: 17-09-29-219-001)," which was adopted by the Village Corporate Authorities at a meeting held on the 23 day of Oct, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand in the Village of Bradley, County of Kankakee and State of Illinois, on this 23 day of Oct, 2023.

Julie Tambling
JULIE TAMBLING, VILLAGE CLERK



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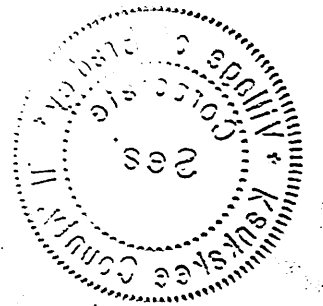


Exhibit 1

**Grant of Permanent Public Utility and Public Right-of-Way
Easements**

State of Illinois
County of Kankakee

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

Grantor: Rick Jones Construction, Inc.
Grantee: The Village of Bradley
Address: 300 E. Broadway
Bradley, IL 60915
PIN: 17-09-29-219-001

**GRANT OF PERMANENT PUBLIC UTILITY
AND PUBLIC RIGHT-OF-WAY EASEMENTS**

The Grantor, Rick Jones Construction, Inc., an Illinois limited liability company, of 429 W. Cypress Street, Kankakee, Illinois 60901, owner of the real estate hereinafter described, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency whereof is hereby acknowledged, hereby grants, bargains, sells, conveys, and warrants to the Village of Bradley, an Illinois municipal corporation with a principal business address of 147 South Michigan Avenue, Bradley, Illinois 60915 (hereinafter referred to as the "Grantee"), the following rights (but without any obligation(s)):

1. Public Utility Easement: Permanent and non-exclusive easement permission and authority in, on, along, thru, over, and across that part of the Grantor' premises as are legally described and depicted on Exhibit A, which is attached hereto and fully incorporated herein (hereinafter this area shall be referred to as the "PUE"). Grantee, along with its agents and assigns, shall have the right, but not the obligation, to access, occupy, and use the PUE at any time convenient to said Grantee and for the purposes of installing, erecting, constructing, maintaining, modifying, improving, upgrading, relocating, and/or removing any and all public utility improvements and related appurtenances, including without limitation water, sanitary sewer, storm sewer, and drainage improvements of any description whatsoever. Grantee's rights in connection with the PUE include, but are not limited to: ingress and egress, the operation and temporary storage of equipment during construction activities, the temporary storage of materials during construction activities, the movement of a work force during construction

activities, grading and drainage work, restoration work, and any other purposes reasonably deemed necessary by the Grantee.

2. Public Right-Of-Way and Landscaping Easement: Permanent and non-exclusive easement permission and authority in, on, along, thru, over, and across that part of the Grantor's premises as are legally described and depicted on Exhibit A, which is attached hereto and fully incorporated herein (hereinafter this area shall be referred to as the "ROW"). Grantee, along with its agents and assigns, shall have the right, but not the obligation, to access, occupy, and use the ROW at any time convenient to said Grantee and for the purposes of installing, erecting, constructing, maintaining, modifying, improving, upgrading, relocating, and/or removing any and all roadway improvements, traffic signals and related improvements, lighting improvements, pedestrian walkways, sidewalks, bicycle paths, multi-use paths, and/or any other pedestrian or public access improvements that Grantee may deem necessary, appropriate and/or desirable, as well as any and all associated landscaping improvements. Grantee's rights in connection with the ROW include, but are not limited to: ingress and egress, the operation and temporary storage of equipment during construction activities, the temporary storage of materials during construction activities, the movement of a work force during construction activities, grading and drainage work, restoration work, and any other purposes reasonably deemed necessary by the Grantee. Further, the ROW is and shall be open to the general public at any time when public access would not interfere with Grantee's rights hereunder.
3. The PUE and ROW (collectively the "Easement Areas") may each be used by Grantee's agents, representatives, employees, contractors, and/or subcontractors for the purposes of and on the terms herein provided.
4. The Grantor shall have and retain all rights to use and occupy the Easement Areas at all times that this instrument is in effect, provided however that the Grantor's use and occupancy of the Easement Areas may not unreasonably interfere with Grantee's use of the Easement Areas for the purposes herein described, and may not unreasonably restrict public access to the ROW. Under no circumstances shall Grantor, or any other party claiming any interest under Grantor, be permitted to construct any permanent structure, including without limitation any fence, within the Easement Areas except upon Grantee's prior written permission.
5. Grantee shall indemnify, defend, protect, and hold harmless Grantor, its successors, and its assigns from and against any and all claims, demands, losses, damages, expenses, and liabilities of every kind and description, including a reasonable attorney's fee, in the event and to the extent that such claims, demands, losses, damages, expenses, and liabilities are solely and directly caused by the use and/or occupancy of the Easement Areas for construction or maintenance activities by Grantee or its agents, representatives, employees, contractors, and/or subcontractors.

6. Grantee shall bear and promptly pay, without the imposition of any lien or charge on or against any or all part(s) of the Easement Areas, all costs and expenses of construction and/or maintenance authorized by this instrument, as well as any costs and expenses as may arise on account of Grantee's use of the Easement Areas as permitted by this instrument. In the event that any lien is filed against any part(s) of the Easement Areas on account of Grantee's use and occupancy of the Easement Areas, Grantee shall be solely responsible for the payment and release of said lien and shall take any and all actions necessary to secure the release of said lien as soon as practicable.
7. At the conclusion of any construction or maintenance activities in the Easement Areas, Grantee shall, to the extent practicable, return the Easement Areas area to its original condition prior to commencement of such work (but not including the removal of any improvements constructed under the authority granted by this instrument), and shall further stabilize any and all graded portions of the Easement Areas consistent with sound engineering practice and applicable design standards.
8. Grantor, without limiting the interest above granted and conveyed, states, acknowledges, and affirms that, upon payment of the agreed-to consideration, all monetary compensation claims arising out of the granting of the Easement Areas are and have been settled and released, including without limitation any claim for the diminution in the value of the Easement Areas or any remaining property of the Grantor as may be caused by the Grantee's use and occupancy of the Easement Areas. This acknowledgement does not waive any claim for trespass and/or negligence against the Grantee or Grantee's agents in the event that either causes damage to the Grantor's remaining property.
9. The Grantor hereby represent and warrant that the Grantor has the full right and authority to grant the Easement Areas provided for in this instrument. This instrument contains all the terms and conditions of this easement, expressed or implied, between the parties hereto, shall constitute a covenant with runs with the land and shall be binding upon and inure to the benefit of the Grantor, the Grantee, and all of their respective legal representatives, heirs, successors, assigns, agents, lessees, and licensees. This instrument shall not be amended or modified except by written agreement between the parties hereto.

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

IN WITNESS WHEREOF, the Grantor have signed and delivered this instrument this _____ day of _____, 2023.

GRANTOR:

Rick Jones Construction, Inc.
an Illinois limited liability company

By: _____

Its: _____

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 personally appeared before me _____ (*name*), personally known to me to be the _____ (*title*) of Rick Jones Construction, Inc., and the same 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 and deed of Rick Jones Construction, Inc., 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

(*seal*)

EXHIBIT A

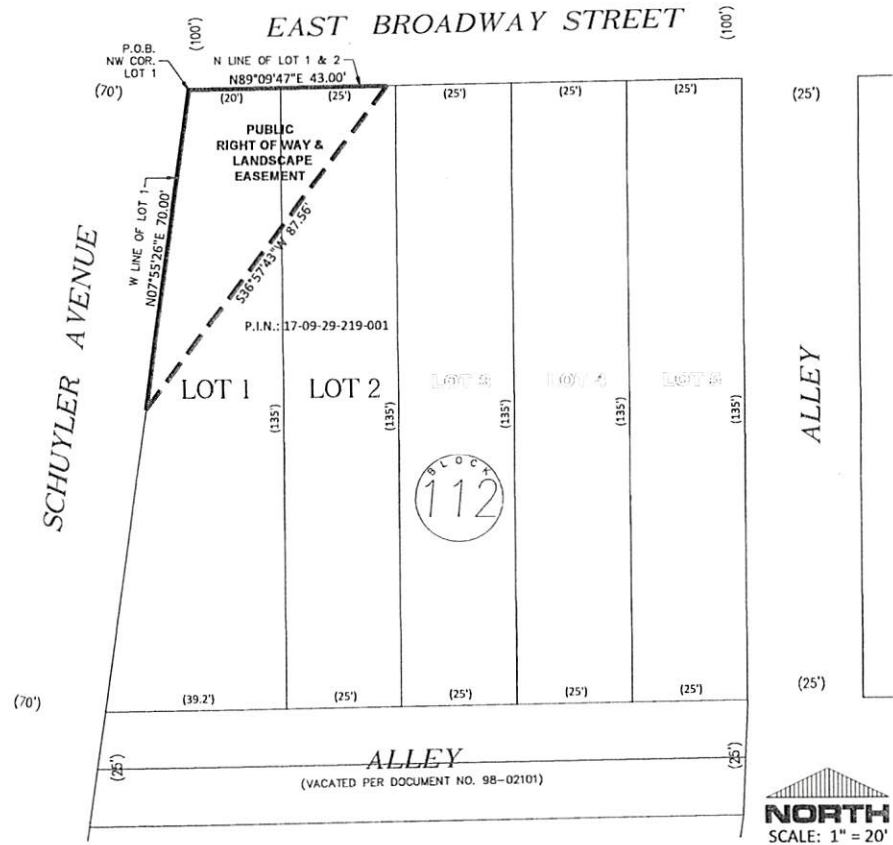
Easement Areas

PLAT OF EASEMENT

FOR PUBLIC RIGHT OF WAY & LANDSCAPE PURPOSES

OF

THAT PART OF LOTS 1 AND 2 IN BLOCK 112, IN NORTH KANKAKEE, NOW KNOWN AS THE VILLAGE OF BRADLEY, 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 NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 89 DEGREES 09 MINUTES 47 SECONDS EAST ALONG THE NORTH LINE OF SAID LOTS 1 AND 2, 43.00 FEET; THENCE SOUTH 36 DEGREES 57 MINUTES 43 SECONDS WEST 87.56 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTH 07 DEGREES 55 MINUTES 26 SECONDS EAST ALONG SAID WEST LINE 70.00 FEET TO THE POINT OF BEGINNING



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

DATED AT BRADLEY, ILLINOIS THIS 16TH DAY OF OCTOBER A.D. 2023.

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



NOTE:
MEASURED BEARINGS AND DISTANCES SHOWN HEREON REFERENCE THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, (2011 ADJUSTMENT) "GRID". AREAS SHOWN ON THIS PLAT ARE BASED ON GROUND DISTANCES.



CIVIL ENGINEERING
SURVEYING

M GINGERICH GEREAX & ASSOCIATES
Professional Design Firm License # 184.001808
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240 N. INDUSTRIAL DRIVE | BRADLEY, IL. 60915

ORDERED BY: VILLAGE OF BRADLEY

JOB NUMBER: M02-324

DR BY: CAG