

VILLAGE OF BRADLEY

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RESOLUTION NO. R-11-23-04

A RESOLUTION AUTHORIZING THE PURCHASE OF CERTAIN PROPERTY IN THE  
VILLAGE OF BRADLEY  
(335 S. FOREST AVENUE; PIN: 17-09-30-407-022)

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ADOPTED BY THE  
BOARD OF TRUSTEES OF THE  
VILLAGE OF BRADLEY

THIS 27 DAY OF NOVEMBER, 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 27 day of NOVEMBER, 2023

RESOLUTION NO. R-11-23-04

**A RESOLUTION AUTHORIZING THE PURCHASE OF CERTAIN PROPERTY IN THE  
VILLAGE OF BRADLEY  
(335 S. FOREST AVENUE; PIN: 17-09-30-407-022)**

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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 Village is authorized to acquire and hold real and personal property for corporate purposes; and

**WHEREAS**, the Corporate Authorities have determined that it is necessary and expedient to acquire certain property, commonly known as 335 S. Forest Avenue, Bradley, Illinois 60915 and bearing the current PIN 17-09-30-407-022 (the "Property"); and

**WHEREAS**, Village Staff have prepared a Purchase Agreement for the Property (the "Agreement"), whereby the Village will purchase the Property for a total purchase price of eighty thousand and 00/100 dollars (\$80,000.00) (a copy of the Agreement is attached hereto as Exhibit A and fully incorporated herein); and

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

**WHEREAS**, the Corporate Authorities have determined that it is in the best interests of the Village and its citizens to enter into the Agreement to purchase the Property.

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

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

**SECTION 2.** The Corporate Authorities hereby find and declare that the conditions, terms, and provisions of the Agreement (Exhibit A) are fair, reasonable, and acceptable to the Village and that the same is generally approved in form and substance. Therefore, the Corporate Authorities of the Village hereby authorize and direct the Village President to execute and deliver, and the Clerk to attest, the Agreement, to thereby offer to purchase the Property for a price of eighty thousand and 00/100 dollars (\$80,000.00), and further to take any and all other actions, including without limitation the execution and delivery of any and all documents, necessary and appropriate to effectuate the intent of this Resolution, which is to enter into the Agreement and to purchase the Property.

**SECTION 3.** In the event that any provision or provisions, portion or portions, or clause or clauses of this Resolution shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any

of the remaining provisions, portions, or clauses of this Resolution that may be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clause or clauses.

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

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

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

*[Intentionally Blank]*

PASSED by the Board of Trustees on a roll call vote on the 27 day of November, 2023.

**TRUSTEES:**

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

**VILLAGE PRESIDENT:**

MICHAEL WATSON      Aye -           Nay -           Absent -     

**TOTALS:**                      Aye - 6      Nay - 2      Absent - 2

**ATTEST:**

  
 \_\_\_\_\_  
 JULIE TAMBLING, VILLAGE CLERK, *Deputy*  
*Craig Anderson*

APPROVED this 27 day of November, 2023.

  
 \_\_\_\_\_  
 MICHAEL WATSON, VILLAGE PRESIDENT

**ATTEST:**

  
 \_\_\_\_\_  
 JULIE TAMBLING, VILLAGE CLERK, *Deputy*  
*Craig Anderson*

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-11-23-04, "A RESOLUTION AUTHORIZING THE PURCHASE OF CERTAIN PROPERTY IN THE VILLAGE OF BRADLEY (335 S. FOREST AVENUE; PIN: 17-09-30-407-022)," which was adopted by the Village Corporate Authorities at a meeting held on the 27 day of NOV, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand in the Village of Bradley, County of Kankakee and State of Illinois, on this 27 day of NOV, 2023.

  
\_\_\_\_\_  
JULIE TAMBLING, VILLAGE CLERK, Deputy  
Craig Anderson

(SEAL)

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

## PURCHASE AGREEMENT

This PURCHASE AGREEMENT (the "Agreement") is made and entered into by and between the Village of Bradley, an Illinois municipal corporation located within Kankakee County ("Purchaser"), and Wallace Family Group Limited Partnership, an Illinois Limited Partnership (the "Seller"), as of the Effective Date. Purchaser and Seller may be referred to individually as a "Party" or collectively as the "Parties," as appropriate.

1. **Sale.** Seller agrees to sell and convey to Purchaser and Purchaser agrees to purchase from Seller for the Purchase Price and upon the terms and conditions set forth herein, certain property, as follows:
  - a. **The Land.** That certain parcel of real estate as is legally described on Exhibit A, which is presently owned in fee simple by Seller, together with all of Seller's rights, easements, and interests appurtenant thereto, including, but not limited to, any streets or other public ways adjacent thereto (the "Land"). The Land is commonly known as 335 S. Forest Avenue, Bradley, Illinois 60915 and bears the current PIN: 17-09-30-407-022; and
  - b. **The Improvements.** All buildings, improvements, fixtures, and structures, now or hereafter located on the Land, if any ("Improvements"); and
  - c. **The Personal Property.** All personal property, equipment, furnishings, and other tangible property that do not constitute a fixture, which are used in connection with the operation of the Land or Improvements, if any ("Personal Property"); and
  - d. **General Intangibles.** Any and all transferable utility contracts, plans, and specifications, governmental approvals, occupancy permits, licenses, warranties, and development rights related to the Property and all site plans, surveys, as-built plans and specifications, soil tests, if any, and all other information and documentation in Seller's possession or control related to the Property (the "General Intangibles").

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

2. **Purchase Price.** The purchase price to be paid to Seller by Purchaser for the Property shall be eighty thousand and 00/100 dollars (\$80,000.00) (the "Purchase Price"), subject to prorations and adjustments as further set forth herein. The Purchase Price shall be paid as follows:
  - a. **Earnest Money.** Within three (3) days of the Effective Date, Purchaser shall make an initial earnest money deposit of one thousand and 00/100 dollars (\$1,000.00) (the "Earnest Money") into a strict joint order escrow established with Homestar Title, or such other title insurance company as is selected by Seller and reasonably acceptable to Purchaser, acting as escrowee ("Escrowee"). The Earnest Money shall be held by Escrowee in trust in accordance with the terms of an escrow agreement and shall be applied to the Purchase Price at Closing, returned to Purchaser, or paid to Seller, as hereinafter provided in this Agreement; and
  - b. **Balance of Purchase Price.** The balance of the Purchase Price, subject to the

prorations and adjustments provided for herein, shall be paid in full at the Closing.

**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 (the testing and investigations described in this subsection shall not be considered invasive) and (2) Purchaser shall promptly repair, at its sole cost and expense, any actual damage caused as a direct result of the foregoing and indemnify and hold Seller harmless from any injury directly resulting therefrom; and
  - iii. to investigate the Seller's Information, as defined in in Section 3(c) below; and
  - iv. to determine, after making inquiry with any municipality having jurisdiction and/or 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 referred to as "Purchaser's Investigation".

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



waived its right to terminate this Agreement under this Section 3. Purchaser's Investigation and inspection of the Property will in no manner abrogate, diminish, or affect the representations and warranties made by Seller in this Agreement. Purchaser's Investigation is and shall be subject to the following:

- i. Purchaser shall provide Seller with at least 24-hour prior informal notice of its intent to enter the Property. Informal notice must be given via email to Gail Wallace (*name*) at [gail\\_wallace@sbcglobal.net](mailto:gail_wallace@sbcglobal.net) (*email address*) and/or telephone call to 815.937.0556 (*phone number*); and
  - ii. Seller may have a representative present during any entry onto the Property; and
  - iii. Purchaser shall indemnify and hold Seller harmless from any actual physical damage to the Property and any actual physical injury or death to Seller or any person on the Property solely and directly resulting from Purchaser's Investigation or Purchaser's failure to comply with its obligations under this Section 3 and any costs or expenses pertaining to the foregoing, including reasonable attorneys' fees and costs. This indemnification will survive Closing and termination of this Agreement.
- c. Seller Information. Within five (5) business days after the Effective Date, to facilitate Purchaser's Investigation of the Property, Seller shall provide to Purchaser copies of the following items to the extent in Seller's possession (the "Seller Information"):
- i. a copy of the most recent owner's policy of title insurance for the Property; and
  - ii. the most recent survey, if any, of the Property; and
  - iii. the most recent Phase I environmental assessment, if any, of the Property; and
  - iv. any engineering, architectural or geotechnical materials relating to the Property; and
  - v. any other documents in Seller's possession that relate to the Property.

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) develop the Property as desired in accordance with Purchaser's plans; and (ii) conduct its business from the Property (including but not limited to conditional use permits and variances, building permits, licenses, and other typical

governmental approvals, permits and authorizations). Purchaser shall, at Purchaser's expense, initiate and diligently pursue each permit and/or license. Seller undertakes to furnish Purchaser with such assistance and cooperation as Purchaser may require in connection with applications for such permits and licenses.

- e. Conditions Precedent to Closing. Purchaser's obligation to consummate the Closing is further conditioned upon:
- i. All representations and warranties of Seller contained in this Agreement being true and accurate as of the date of the Closing; and
  - ii. There being no breach by Seller of their agreements or covenants contained in this Agreement; and
  - iii. Seller's delivery of all documents required under this Agreement to be delivered at the Closing; and
  - iv. The updated Title Commitment delivered by Seller at Closing not showing any lien, mortgage, restriction, interest, or encumbrance on the Property.

4. **Title and Survey Matters.**

- a. Conveyance of Title. Seller shall execute and deliver to Purchaser a special warranty deed (the "Deed") conveying to Purchaser, or its nominee, title to the Land free and clear of all claims, liens, and encumbrances, except for:
- i. general real estate taxes which are not yet due and payable at the time of Closing, as defined below; and
  - ii. covenants, conditions, and restrictions of record which are acceptable to Purchaser and Purchaser's counsel as determined in accordance with the procedure set forth in Section 4(d) below (collectively referred to as the "Permitted Exceptions").
- b. Title Commitment. Within five (5) business days after the Effective Date, Seller, at its sole expense, shall order a title insurance commitment ("Title Commitment") showing title to the Land in Seller, dated after the Effective Date, and issued by such title insurance company as is selected by Seller ("Title Company"), wherein the Title Company shall commit to issue to Purchaser an American Land Title Association ("ALTA") owner's title insurance policy in the amount of the Purchase Price, with an extended coverage endorsement over all the general title exceptions, subject only to the Permitted Exceptions, and such mortgage, trust deeds, assignments of rent and related loan documents which Seller shall cause to be released prior to, or at, Closing (the "Title Policy"). The Title Commitment, and ultimately the Title Policy, shall include ALTA endorsements required by Purchaser. 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. Seller has delivered to Purchaser a copy of Seller's existing ALTA/NSPS

Land Title Survey of the Property and other land adjacent to the Property owned by Seller dated October 2, 2021 (“Survey”). Purchaser shall have the right to obtain at its own expense either an update to the Survey, or its own ALTA/NSPS Land Title Survey of the Property (the “Updated Survey”) prepared by a land surveyor licensed in the state wherein the Property is located. In the event Purchaser obtains an Updated Survey, it shall become the “Survey” hereunder. Purchaser shall promptly provide to Seller a copy of the Updated Survey via e-mail. In the event Purchaser does not obtain an Updated Survey, Seller will provide a survey affidavit stating that no changes to the Land have been made and no easements have been granted by Seller during Seller’s ownership with respect to the Land as reflected in the Survey, in such form and substance as is reasonably acceptable to Seller and Title Company.

- 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. If a utility charge cannot be paid by Seller through the Closing Date, Seller shall provide the last three (3) months of bills and credit Purchaser the average of the utility charge over said three months prorated over the period of time for which a bill could not be paid.
- c. Prepaid service contracts covering periods before and after the Closing Date, if any, which Purchaser elects to assume, in writing, shall be prorated between the Parties as of the Closing Date.
- d. Any and all confirmed or final assessments, general or special, for required public improvements (this specifically excludes any improvements contemplated to be constructed by Purchaser), or public improvements previously completed (other than those completed by Purchaser) or for amounts owed for assessments, general or special, already confirmed or final shall be paid by Seller prior to, or at, Closing (but only to the extent that any installments for same are actually due and payable before Closing) and Purchaser shall be under no obligation to pay the same.

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

- a. Seller has full power and authority to execute and deliver this Agreement and perform their obligations hereunder, and the execution, delivery and performance of this Agreement and all documents contemplated hereby have been duly authorized by all necessary action on the part of Seller and constitutes (and all instruments of transfer and other documents delivered by Seller in connection herewith shall constitute) the valid and legally binding obligation of Seller, enforceable in accordance with the terms hereof (and thereof), and the directors, managers, and/or officers of Seller executing this Agreement have the sole and absolute authority to enter into this Agreement and all ancillary documents to be executed and delivered pursuant to the provisions of this Agreement; and
- b. Seller is the fee simple owner of the Property, free and clear of all liens, mortgages, interests, encumbrances and other restrictions except for: (i) matters of record; and (ii) taxes and installments of assessments not yet due and payable; and
- c. Seller is the owner of, and has good and marketable title and full rights in and to, the Personal Property, if any, none of which has been encumbered, pledged or hypothecated; and
- d. During Seller’s ownership of the Property, and to the best of Seller’s knowledge: (i)

the Property has never been used for the disposal of or to refine, generate, manufacture, produce, store, handle, treat, transfer, release, process or transport any "hazardous waste" or "hazardous substance," as the terms hazardous waste and hazardous substance are currently defined under the Resource Conservation and Recovery Act, as amended, 42 USC 3251 et seq. ("RCRA"), Section 101(4) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 USC 9601 et seq ("CERCLA"), or the Superfund Amendments and Reauthorization Act, Public Law 99-499, October 17, 1986 ("SARA"), respectively (hereinafter "Hazardous Waste" and "Hazardous Substance"); (ii) the Property and its prior 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

- e. There will be no lease affecting the Property or any part thereof when the Property is conveyed to Purchaser at Closing; and
- f. At the time of the Closing, there will be no laws, statutes, codes, ordinances, or resolutions authorizing work or improvements for which the Property or the Property's owner may be assessed; and
- g. Seller is not a party to, and the Property is not subject to, any contract or agreement of any kind whatsoever, including any relating to security, service, maintenance, disposal, landscaping or snow removal, written or oral, formal or informal, with respect to the Property which will not be terminated on the Closing Date, other than this Agreement; and
- h. At the time of Closing, all work done on the Property and any supplies related thereto will be paid for in full; and
- i. Seller has received no written notice of any pending, actual, or contemplated, special assessments of taxes, either unconfirmed or confirmed, relating to the Property, nor has Seller received written notice of an increase in the assessed value of the Land; and
- j. Seller has received no written notice from any governmental agency that the existing use and condition of the Property violates any zoning law, statute, ordinance, regulation, or code; and

- k. Seller has received no written notice that any portion of the Land lies within a flood plain or constitutes wetlands regulated by any governmental agency; and
- l. Based on Seller's knowledge there does not exist any condition or circumstances, or any law, statute, code, ordinance, rule or regulation, and there is no litigation or similar proceeding pending or to the Seller's knowledge threatened, which would materially and adversely affect the use and operation of the Property as currently used or that would prevent the consummation of the Closing; and
- m. Seller's obligations contemplated hereby, and the execution, delivery, and performance of this Agreement by Seller, will not result in a breach of, or constitute a default under, any instrument or agreement to which Seller or the Property is bound; and
- n. The information and all documents delivered by Seller to Purchaser in contemplation of this transaction are true, accurate, and complete and present the information purportedly set forth therein in a manner which is not misleading nor fail to present any information or data which would be necessary in order to prevent the information contained therein from being misleading; and
- o. There are no employees employed by Seller for the benefit of the Property who Purchaser will be required to hire or retain subsequent to the Closing.

All such representations, warranties, covenants, and agreements made or to be performed by Seller pursuant to this Agreement, including those set forth in this Section shall survive the execution, delivery, and performance hereof and of the deed delivered in connection herewith for a period of one (1) year following the Closing. In the event of a breach of any warranty or representation made in this Section or elsewhere in this Agreement by Seller, Seller shall indemnify and hold Purchaser harmless against all losses, damages, liability costs, expense (including reasonable attorneys' fees and costs), and charges which Purchaser may incur, or to which Purchaser may become subject, as a direct or indirect consequence of such breach or liability, including all incidental and consequential damages and without limitation.

**AS-IS, WHERE-IS. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT OR IN ANY OTHER DOCUMENT OR CERTIFICATE DELIVERED PURSUANT HERETO: (A) THE SALE AND TRANSFER OF THE PROPERTY HEREUNDER IS AND WILL BE MADE ON AN "AS IS" BASIS; AND (B) SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY OR ANY OTHER MATTER WHATSOEVER. EXCEPT FOR THE BREACH OR DEFAULT OF ANY OF THE REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS OF SELLER SET FORTH HEREIN OR IN THE DEED OR ANY OTHER DOCUMENT DELIVERED BY SELLER AT CLOSING, BUYER HEREBY WAIVES, RELEASES, ACQUITS AND FOREVER DISCHARGES SELLER,**

**SELLER'S EMPLOYEES, AGENTS AND ANY OTHER PERSON ACTING ON BEHALF OF SELLER, OF AND FROM ANY CLAIMS, ACTIONS, CAUSES OF ACTION, DEMANDS, RIGHTS, DAMAGES, LIABILITIES, COSTS AND EXPENSES WHATSOEVER (INCLUDING COURT COSTS AND ATTORNEY'S FEES), DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, WHICH BUYER NOW HAS OR WHICH MAY ARISE IN THE FUTURE, ON ACCOUNT OF OR IN ANY WAY GROWING OUT OF OR IN CONNECTION WITH THE PHYSICAL CONDITION OF THE PROPERTY OR ANY LAW, STATUTE, ORDINANCE, RULE OR REGULATION OR ANY GOVERNMENT OR QUASI-GOVERNMENTAL AUTHORITY APPLICABLE THERETO. BUYER HAS OR WILL HAVE ADEQUATE OPPORTUNITY TO COMPLETE ALL PHYSICAL AND FINANCIAL EXAMINATIONS RELATING TO THE ACQUISITION OF THE PROPERTY HEREUNDER IT DEEMS NECESSARY AND WILL ACQUIRE THE SAME SOLELY ON THE BASIS OF SUCH EXAMINATIONS AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER.**

**7. Covenants of Seller.** Seller hereby covenants and agrees with Purchaser as to the following matters:

- a. During the period between the Effective Date and the Closing Date, Seller shall not execute any leases for, or otherwise permit anyone to possess or occupy, the Property without the prior written consent of Purchaser, which consent may be withheld in Purchaser's sole and absolute discretion.
- b. Between the Effective Date and the Closing Date, Seller shall operate and maintain the Property in the same condition as the Property exists on the Effective Date. At the Closing, the Property shall be delivered to Purchaser in substantially the same condition it was on the date hereof, ordinary wear and tear excepted. Seller shall pay on a prompt and timely basis all bills, and discharge all obligations, arising from the ownership, operation, management, repair, and maintenance of the Property as payments for same become due. Between the Investigation Approval Date and the Closing Date, Purchaser shall have the continuing right from time to time to periodically inspect the Property to verify Seller's compliance with the foregoing undertakings, but no such inspection shall relieve Seller of their obligations hereunder or constitute any waiver by Purchaser hereunder. Between the date hereof and the Closing Date: (i) Seller shall keep the Property fully insured in accordance with prudent and customary practice; and (ii) Seller shall not alienate, encumber, or transfer the Property or any part thereof in favor of, or to, any party whomsoever.

**8. 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. The parties shall cause this transaction to be closed in a New York Style closing and the costs thereof shall be divided equally between them; provided however that (i) Seller shall pay all title insurance expenses (including, but not limited to, all later-date fees, general and extended coverage premiums and endorsement fees) and (ii) Purchaser shall pay the fee for recording the Deed.
- d. At the Closing and on the Closing Date, Seller shall do or perform the following:
  - i. Execute and deliver a closing statement setting forth all payments and prorations required hereunder (the “Closing Statement”); and
  - ii. Execute and deliver the Deed in recordable form and reasonably acceptable to Purchaser conveying the Property to Purchaser free and clear of all easements, mortgages, interests, and encumbrances, except taxes and installments of assessments not yet due and payable, and the Permitted Exceptions; and
  - iii. Execute and deliver a bill of sale transferring title to the Personal Property, if any, to Purchaser, free and clear of all liens, claims, and encumbrances; and
  - iv. Cause to be furnished and delivered to Purchaser, at Seller’s sole cost and expense, the Title Policy; and
  - v. Execute and deliver a certificate signed by Seller to the effect that all representations and warranties of Seller contained herein are true and correct, and all agreements and covenants of Seller contained herein have been performed or complied with, as of the Closing Date; and
  - vi. Execute and deliver to Purchaser an ALTA Statement; and
  - vii. Execute and deliver such other assignments or documents as Purchaser and/or the Title Company may reasonably request to confirm, evidence or perfect the conveyance of the Property hereunder and consummation of the transactions contemplated hereby; and



- 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. A parking easement in substantially the form attached hereto as Exhibit B; and
  - iv. 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. **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.
- 12. **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:* Wallace Family Group Limited Partnership  
320 S. Forest Avenue  
Bradley, Illinois 60915  
Attn: Gail Wallace

*With a copy to:* David Stejkowski  
P.O. Box 682  
Bourbonnais, IL 60914  
Email: [Dstejkowski@stejlaw.com](mailto:Dstejkowski@stejlaw.com)

*If to purchaser:* Village of Bradley  
Attention: Village Clerk  
147 S. Michigan Avenue  
Bradley, Illinois 60915

*With a copy to:* Michael A. Santschi  
**Spesia & Taylor**  
1415 Black Road  
Joliet, Illinois 60435  
Email: [msantschi@spesia-taylor.com](mailto:msantschi@spesia-taylor.com)

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.

### 13. **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**

\_\_\_\_\_

By: Michael Watson

Title: Village President

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

SELLER:

**Wallace Family Group Limited Partnership**

\_\_\_\_\_

By: Gail Wallace

Its: General Partner

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

**Exhibit A**  
**(Legal Description of the Land)**

LOTS 12, 13, 14, AND 15 ALL IN BLOCK 68 IN NORTH KANKAKEE, AS PLATTED SEPTEMBER 17, 1891, NOW KNOWN AS THE VILLAGE OF BRADLEY, SITUATED IN KANKAKEE COUNTY, ILLINOIS.

Address: 335 S. Forest, Bradley, Illinois 60915  
PIN: 17-09-30-407-022

**Exhibit B**  
**(Form of Parking Easement Agreement)**

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: 335 S. Forest, Bradley, Illinois 60915  
PIN: 17-09-30-407-022

**GRANT OF 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 Wallace Family Group Limited Partnership and its successors and assigns (hereinafter referred to as the "Grantee"), certain easement rights, as described herein.

1. **Parking Easement:** Grantor hereby grants to Grantee a non-exclusive access and parking easement with 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 term set forth in this instrument. Grantee, along with its agents, assigns, customers, and business invitees, shall have the opportunity to access, occupy, and use the Easement, subject to such restrictions as may be imposed by the Grantor from time to time, for the purpose of parking vehicles in connection with the business use of Grantee's property, which is commonly known as 320 S. Forest Avenue, Bradley, Illinois 60915 (the "Grantee's Property") for the duration of the Easement, as set forth herein.
2. **Effective Date.** 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.

3. **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.
4. **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 solely from the gross negligence or willful and wanton misconduct of any of the Indemnitees.
5. **Termination.** Grantor reserves the right revoke this instrument, and terminate the Easement granted hereby, upon any voluntary relinquishment or abandonment by Grantee, or on any other basis available to the Village at law or in equity. For avoidance of doubt, upon revocation of this instrument, and termination of the Easement, Grantee, along with its agents, assigns, customers, and business invitees, shall have the same opportunity to continue using the Easement area for the purposes of parking for so long as the Grantor continues to operate a public parking facility thereon, but shall not have any right to the continuation of said parking facility should the Grantor determine that its continued use is no longer useful or necessary for Grantor's public purposes.
6. **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.

7. 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.

8. 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:* Michael A. Santschi  
**Spesia & Taylor**  
1415 Black Road



Joliet, Illinois 60435  
Email: [Msantschi@spesia-taylor.com](mailto:Msantschi@spesia-taylor.com)

*If to Grantee:* Wallace Family Group Limited Partnership  
320 S. Forest Avenue  
Bradley, Illinois 60915  
Attn: Gail Wallace

*With a copy to:* David Stejkowski  
P.O. Box 682  
Bourbonnais, Illinois 60914  
Email: [Dstejkowski@stejlaw.com](mailto:Dstejkowski@stejlaw.com)

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.

9. Successors and Assigns. This instrument is and shall constitute a 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:**

**Wallace Family Group Limited Partnership**

\_\_\_\_\_  
By: Gail Wallace

Its: General Partner

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 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 Gail Wallace (*name*), general partner (*title*) of Wallace Family Group Limited Partnership, 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 Wallace Family Group Limited Partnership, 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 1**

**(Plat of Easement)**

State of Illinois  
County of Kankakee

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

Grantor: 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**

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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'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 "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' 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 represents and warrants 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 that 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.

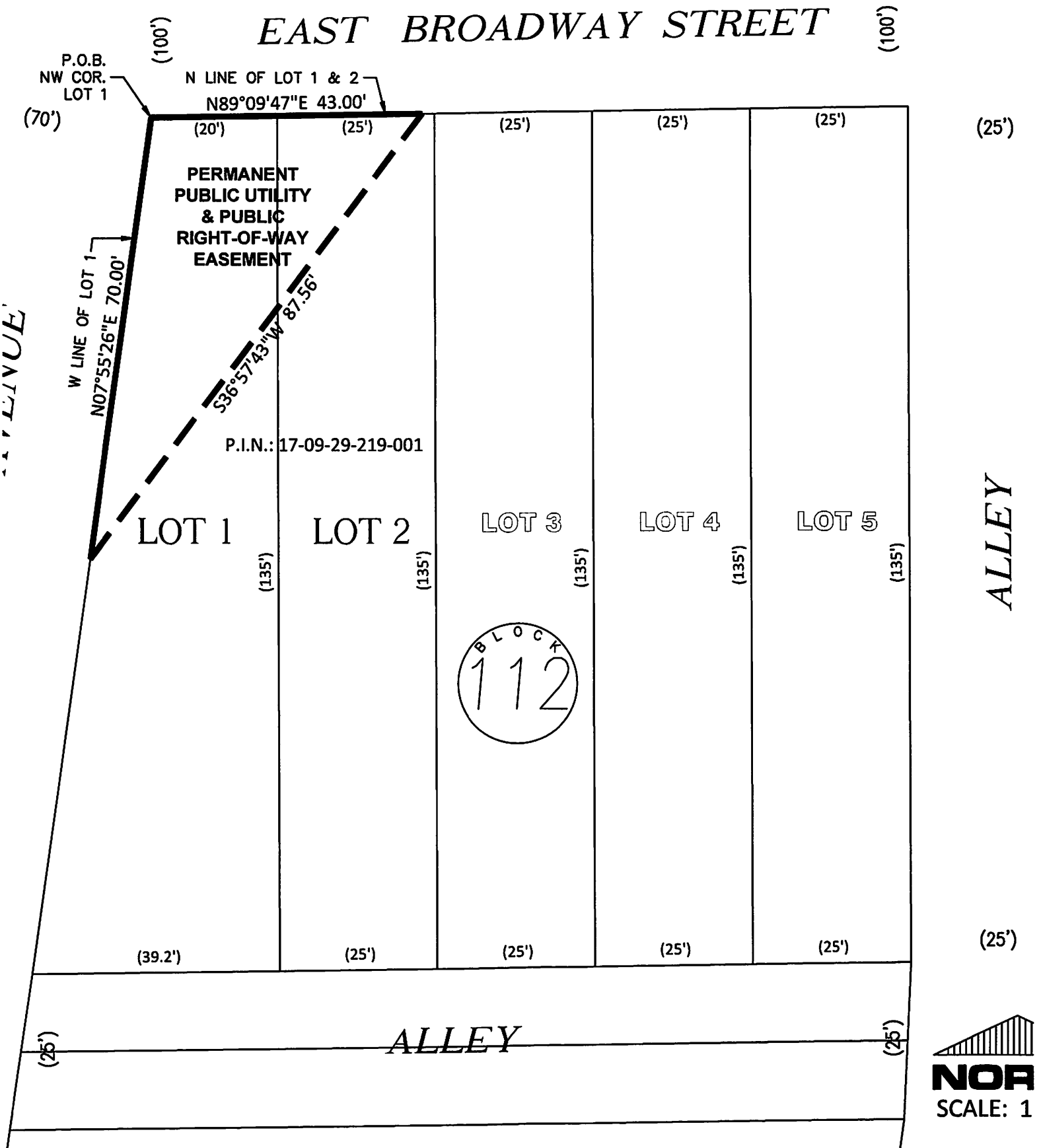
My Commission Expires:

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

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

(*seal*)

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



**EAST BROADWAY STREET**

ALLEY

ALLEY

ALLEY

BLOCK  
112

P.I.N.: 17-09-29-219-001

PERMANENT  
PUBLIC UTILITY  
& PUBLIC  
RIGHT-OF-WAY  
EASEMENT

LOT 1

LOT 2

LOT 3

LOT 4

LOT 5

P.O.B.  
NW COR.  
LOT 1

N LINE OF LOT 1 & 2  
N89°09'47"E 43.00'

W LINE OF LOT 1  
N07°55'26"E 70.00'

S36°57'43"W 87.56'

(39.2')

(25')

(25')

(25')

(25')

(25')

(25')

(25')

(20')

(25')

(25')

(25')

(25')

(25')

(100')

(100')

(135')

(135')

(135')

(135')

(135')

