

VILLAGE OF BRADLEY

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RESOLUTION NO. R-12-19-2

A RESOLUTION ACCEPTING THE DEDICATION OF CERTAIN PROPERTY FOR ALL  
PUBLIC PURPOSES

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ADOPTED BY THE  
BOARD OF TRUSTEES OF THE  
VILLAGE OF BRADLEY

THIS 23<sup>rd</sup> DAY OF December, 2019

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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 23<sup>rd</sup> day of December, 2019

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**A RESOLUTION ACCEPTING THE DEDICATION OF CERTAIN PROPERTY FOR  
ALL PUBLIC PURPOSES**

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

**WHEREAS**, pursuant to Section 2-3-8 of the Illinois Municipal Code (65 ILCS 5/2-3-8), the Village is authorized to acquire and hold real property for all corporate purposes; 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 dedications of real property for public purposes; and

**WHEREAS**, the owner of certain property located within the corporate boundaries of the Village (the "Owner") has agreed to irrevocably dedicate a portion of his property to the Village for all public purposes (the "Subject Property"). The Subject Property is legally described in Section 2 of this Resolution, *infra*, and further depicted on the Plat of Dedication attached hereto as "Exhibit A"; and

**WHEREAS**, the Corporate Authorities of the Village have determined that accepting the dedication of the Subject Property offered by the Owner is in the best interests of the Village and its citizens; and

**WHEREAS**, the Corporate Authorities have determined that accepting the dedication of the Subject Property offered by the Owner is necessary for the Village's public purposes, including but not limited to the construction and maintenance of highways, roadways, sanitary and/or storm sewer mains, water mains, utilities, modes of ingress and egress, any and all appurtenances related to any of the foregoing, and any and all other public uses and/or purposes specifically authorized by the Village; and

**WHEREAS**, the Corporate Authorities desire to accept the dedication of the Subject Property on behalf of the Village; and

**WHEREAS**, in connection with the dedication accepted by this Resolution, the Owner has further agreed to grant the Village a two-year temporary construction easement (the "Easement") over certain parts of the Owner's remaining property (a copy of the Grant of Temporary Construction Easement is attached hereto as "Exhibit B" and fully incorporated herein); and

**WHEREAS**, the Corporate Authorities of the Village have reviewed the proposed Easement and have determined that the easement area granted thereby is necessary for the Village's public purposes, that the terms and provisions of said Easement are reasonable and acceptable to the Village, and that accepting the offered temporary construction easement is in the best interests of the Village and its citizens; and

**WHEREAS**, the Corporate Authorities of the Village desire to accept the aforementioned Easement on behalf of the Village.

**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 Village hereby accepts the dedication of the Subject Property as depicted on the Plat of Dedication (attached hereto as Exhibit A and fully incorporated herein). The Subject Property is legally described as follows:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 31, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANKAKEE COUNTY, ILLINOIS; DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF OUTLOT 1 OF EVERGREEN ACRES FIFTH ADDITION ACCORDING TO THE PLAT THEREOF RECORDED MARCH 10, 1964 IN BOOK OF PLATS "H", PAGE 1 OF THE KANKAKEE COUNTY RECORDERS OFFICE; THENCE SOUTH 05 DEGREES 59 MINUTES 00 SECONDS WEST, A DISTANCE OF 209.30 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 05 DEGREES 59 MINUTES 00 SECONDS WEST, A DISTANCE OF 13.14 FEET TO THE EXISTING NORTH RIGHT OF WAY LINE OF NORTH STREET; THENCE SOUTH 87 DEGREES 45 MINUTES 00 SECONDS WEST, A DISTANCE OF 209.81 FEET ALONG SAID NORTH RIGHT OF WAY LINE; THENCE NORTH 01 DEGREES 02 MINUTES 00 SECONDS WEST, A DISTANCE OF 13.00 FEET ALONG THE EAST LINE OF LOT 16 IN EVERGREEN ACRES SUBDIVISION SECOND ADDITION ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 17, 1959 IN BOOK OF PLATS G, PAGE 93 IN SAID KANKAKEE COUNTY RECORDERS OFFICE; THENCE NORTH 87 DEGREES 45 MINUTES 00 SECONDS EAST A DISTANCE OF 211.42 FEET TO THE POINT OF BEGINNING.

**SECTION 3.** The Village President is hereby authorized to execute, and the Village Clerk is hereby directed to attest, the Plat of Dedication attached hereto as Exhibit A, and in so doing to manifest the Village's acceptance of said dedication.

**SECTION 4.** Upon full and complete execution of the Plat of Dedication, attached hereto as Exhibit A, the Village Clerk is hereby directed to keep a copy thereof in the Village's files and to thereafter record the executed original in the office of the Kankakee County Recorder of Deeds.

**SECTION 5.** The Village hereby accepts the temporary construction easement granted by the Owner, as detailed in the Grant of Temporary Construction Easement attached hereto as Exhibit B and fully incorporated herein.

**SECTION 6.** Upon full and complete execution of the Grant of Temporary Construction Easement, attached hereto as Exhibit B, the Village Clerk is hereby directed to keep a copy thereof in the Village's files and to thereafter record the executed original in the office of the Kankakee County Recorder of Deeds.

**SECTION 7.** 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 8.** 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 9.** The Village Clerk is hereby directed to publish this Resolution in pamphlet form.

**SECTION 10.** This Resolution shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

**PASSED** by the Board of Trustees on a roll call vote on the 23<sup>rd</sup> day of December 2019.

**TRUSTEES:**

ROBERT REDMOND	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
MICHAEL WATSON	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
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"/>

**ACTING VILLAGE PRESIDENT:**

MICHAEL WATSON Non-Voting -

**TOTALS:** Aye - 6 Nay - 0 Absent - 0

**ATTEST:**

Julie Tambling  
JULIE TAMBLING, VILLAGE CLERK

APPROVED this 23<sup>rd</sup> day of December, 2019.

Michael Watson  
MICHAEL WATSON, ACTING 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 R-12-19-2, "A RESOLUTION ACCEPTING THE DEDICATION OF CERTAIN PROPERTY FOR ALL PUBLIC PURPOSES," which was adopted by the Village Corporate Authorities at a meeting held on the 23<sup>rd</sup> day of Dec, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand in the Village of Bradley, County of Kankakee and State of Illinois, on this 23<sup>rd</sup> day of Dec, 2019.

  
\_\_\_\_\_  
JULIE TAMBLING, VILLAGE CLERK

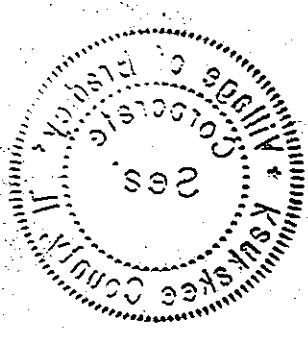
(SEAL)



COMMUNICATIONS  
SECTION

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# **EXHIBIT A**



# **EXHIBIT B**

**GRANT OF TEMPORARY CONSTRUCTION EASEMENT**

The undersigned, Robert W. White (hereinafter referred to as the "Grantor"), hereby represents that he is the owner in fee simple absolute of the property commonly known as 501-504 Washington Road, Bradley, IL 60915, which presently bears the tax PIN: 17-09-20-409-059. For and in consideration of the sum of Ten Dollars (\$10.00) in hand paid

and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, and convey unto the VILLAGE OF BRADLEY, an Illinois Municipal Corporation having its primary business office at 147 S. Michigan Avenue, Bradley, Illinois 60915 (hereinafter referred to as "Grantee"), its successors and assigns, the full, free, and exclusive right, privilege, authority, and easement, but not the obligation, to enter, access, occupy, traverse, work, and/or move in, on, along, thru, over, and/or across that portion of the Grantor's premises that is legally described as follows:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 31, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANKAKEE COUNTY, ILLINOIS; DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF OUTLOT 1 OF EVERGREEN ACRES FIFTH ADDITION ACCORDING TO THE PLAT THEREOF RECORDED MARCH 10, 1964 IN BOOK OF PLATS "H", PAGE 1 OF THE KANKAKEE COUNTY RECORDERS OFFICE; THENCE SOUTH 05 DEGREES 59 MINUTES 00 SECONDS WEST, A DISTANCE OF 201.22 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 05 DEGREES 59 MINUTES 00 SECONDS WEST, A DISTANCE OF 8.08 FEET; THENCE SOUTH 87 DEGREES 45 MINUTES 00 SECONDS WEST, A DISTANCE OF 211.42 FEET; THENCE NORTH 01 DEGREES 02 MINUTES 00 SECONDS WEST, A DISTANCE OF 50.00 FEET ALONG THE EAST LINE OF LOT 16 IN EVERGREEN ACRES SUBDIVISION SECOND ADDITION ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 17, 1959 IN BOOK OF PLATS G, PAGE 93 IN SAID KANKAKEE COUNTY RECORDERS OFFICE; THENCE NORTH 87 DEGREES 45 MINUTES 00 SECONDS EAST, A DISTANCE OF 23.00 FEET; THENCE NORTH 31 DEGREES 14 MINUTES 13 SECONDS EAST, A DISTANCE OF 48.00 FEET; THENCE NORTH 87 DEGREES 45 MINUTES 00 SECONDS EAST, A DISTANCE OF 165.25 FEET TO THE POINT OF BEGINNING.

The above-described area is hereinafter referred to as the "Easement Area."

The Easement granted by this Document is subject to the following terms and conditions:

1. At all times that this Easement in effect, the Grantee shall further have the full, free, and exclusive right, privilege, and authority, but not the obligation, to use the Easement Area in any manner necessary, in the Grantee's sole discretion, for the furtherance of any project of the Grantee on the Easement Area or on any other property adjacent to or in the vicinity of the Easement Area. Grantee's use of the Easement Area may include, but is not limited to, construction activities and material and vehicle storage.
2. Grantee's rights and privileges to use the Easement Area shall terminate two (2) years from the date of execution of this Document, except that the Grantee has the right, but not the obligation, to release this easement at any earlier time as it sees fit in its sole discretion.
3. Grantor shall have and retain his rights to access and use the Easement Area premises for the limited purposes of accessing Grantor's remaining property; provided, however, that Grantor's use of the premise may not interfere with Grantee's use of the premises for the purposes herein described.
4. Grantor, without limiting the interest above granted and conveyed, hereby acknowledges that upon payment of the agreed consideration, any and all claims that Grantor may have against Grantee in relation to this acquisition have been fully settled and are hereby released, waived, and forfeited. This acknowledgment does not release, waive, or forfeit any claim for trespass or negligence against the Grantee or Grantee's agents that has not yet arisen or vested.
5. Prior to the termination or release of this Easement, Grantee shall fill and restore the surface of the ground to substantially the same condition it was in when entered upon by the Grantee and shall promptly repair or replace all fences, gates, drains, ditches, sidewalks, driveways, landscaping, and any other portion of Grantor's property damaged or destroyed by the Grantee in the exercise of its rights hereunder. Grantee shall have the right to clear and keep cleared all trees, undergrowth, and other obstructions from the Easement Area for the duration of this Easement.
6. This agreement shall be considered a covenant running with the land and the terms, conditions, and provisions of this agreement shall extend to and be binding upon the heirs, devisees, executors, administrators, trustees, beneficiaries, successors, grantees, and assigns of the parties hereto.
7. The easement may be used by Grantee's agents, representatives, employees, contractors, and subcontractors for the purposes of and on the terms herein provided.
8. This instrument contains the entire agreement of the parties and there are no other, or

different, agreements or understandings between the Grantor and Grantee.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2019.

GRANTOR:

\_\_\_\_\_  
Robert W. White

*Document Prepared by and Return To:*  
Michael A. Santschi #6321441  
Spesia & Taylor  
1415 Black Road  
Joliet, Illinois 60435  
(815) 726-4311

STATE OF ILLINOIS        )  
  ) §§  
COUNTY OF KANKAKEE )

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public in and for the State of Illinois and County of Kankakee, do hereby certify that Robert W. White, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

My Commission Expires:

\_\_\_\_\_