

VILLAGE OF BRADLEY

RESOLUTION NO. R-4-20-5

A RESOLUTION AUTHORIZING A DEDICATION AGREEMENT BETWEEN THE
VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS AND LOWES HOME
CENTERS, LLC.

ADOPTED BY THE
BOARD OF TRUSTEES OF THE
VILLAGE OF BRADLEY

THIS 27 DAY OF April, 2020

Published in pamphlet form by the authority of the Board of Trustees of the Village of Bradley,
Kankakee County, Illinois this 27 day of April, 2020

RESOLUTION NO. R-4-20-5

A RESOLUTION AUTHORIZING A DEDICATION AGREEMENT BETWEEN THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS AND LOWES HOME CENTERS, LLC.

WHEREAS, the President and Board of Trustees 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, Section 2-3-8 of the Illinois Municipal Code (65 ILCS 5/2-3-8) authorizes the Corporate Authorities of the Village to enter into contracts and to acquire and hold real property to facilitate the legitimate corporate purposes of the Village; and

WHEREAS, Section 11-105-1 of the Illinois Municipal Code (65 ILCS 5/11-105-1) further authorizes the Village to accept the dedication of property lying within the corporate limits of the Village; to hold, maintain, and use such dedicated property for legitimate public purposes; and to supervise and regulate the use of such dedicated property for legitimate public purposes; and

WHEREAS, Lowe's Home Centers, LLC ("Lowe's"), is a North Carolina limited liability company that is duly authorized to conduct business in Illinois with offices at Lowe's Home Centers, LLC, 1000 Lowe's Boulevard, Mooresville, NC 28117, Attention: Legal Department-Real Estate (NB6LG); and

WHEREAS, Lowe's is the present owner, in fee simple, of certain property within the corporate boundaries of the Village that is commonly known as 860 N. Kinzie Avenue, Bradley, Illinois 60915 and bears the current tax PIN: 17-09-21-100-036 (the "Lowe's Property"); and

WHEREAS, Lowe's presently operates a home improvement retail facility on the Lowe's Property; and

WHEREAS, to facilitate access to the Lowe's Property, Lowe's has constructed and presently maintains a private road commonly known as "Lowe's Boulevard" ("the Road"); and

WHEREAS, Lowe's has also constructed and currently maintains a drainage swale along the eastern border of the Lowe's Property (the "Swale"); and

WHEREAS, Lowe's wishes to dedicate the Road and the Swale to the Village and the Village wishes to accept said dedications; and

WHEREAS, the Village and Lowe's have negotiated a dedication agreement on terms that are reasonable and acceptable to both parties (the "Dedication Agreement") (a copy of the Dedication Agreement is attached hereto as "Exhibit A" and fully incorporated herein); and

WHEREAS, pursuant to the Dedication Agreement, the parties will also exchange certain access and maintenance easements that will facilitate the Village's use of the dedicated property and preserve Lowe's use of those remaining parts of the Lowes Property not dedicated; and

WHEREAS, Lowes has indicated a willingness to be bound by the Dedication Agreement, as well as an ability to perform as required thereby; and

WHEREAS, the Corporate Authorities of the Village have determined that entering into the Dedication Agreement is in the best interests of the Village and its citizens.

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, PURSUANT TO ITS STATUTORY AUTHORITY, AS FOLLOWS:

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

SECTION 2. The Corporate Authorities of the Village hereby find that the terms and provisions of the Dedication Agreement, attached hereto as "Exhibit A" and fully incorporated herein, are reasonable and acceptable to the Village and approve said Dedication Agreement in form and substance.

SECTION 3. The Corporate Authorities of the Village authorize and direct Michael Watson, Acting Village President of the Village of Bradley, to sign, and further direct the Village Clerk to attest, the Dedication Agreement.

SECTION 4. The Corporate Authorities of the Village further authorize and direct the Acting Village President and Village Clerk to take any and all actions, including but not limited to the execution and/or attestation of any and all documents necessary to bring about the full execution of the Dedication Agreement between the Village and Lowes.

SECTION 5. 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 6. 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 7. The Village Clerk is hereby directed to publish this Resolution in pamphlet form.

SECTION 8. 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 27 day of April, 2020.

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 type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input checked="" type="checkbox"/>
BRIAN BILLINGSLEY	Aye - <input type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input checked="" 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 - 4 Nay - 0 Absent - 2

ATTEST:


JULIE TAMBLING, VILLAGE CLERK

APPROVED this 27th day of April, 2020.


MICHAEL WATSON, ACTING VILLAGE PRESIDENT

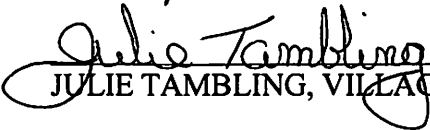
ATTEST:


JULIE TAMBLING, VILLAGE CLERK

STATE OF ILLINOIS)
)
COUNTY OF KANKAKEE) §§

I, Julie Tambling, Village Clerk of the Village of Bradley, County of Kankakee and State of Illinois, DO HEREBY CERTIFY that the attached is a true, perfect, and complete copy of Resolution number R-4205, "A RESOLUTION AUTHORIZING A DEDICATION AGREEMENT BETWEEN THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS AND LOWES HOME CENTERS, LLC.," which was adopted by the Village Corporate Authorities at a meeting held on the 27 day of April, 2020.

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 April, 2020.



JULIE TAMBLING, VILLAGE CLERK

(SEAL)



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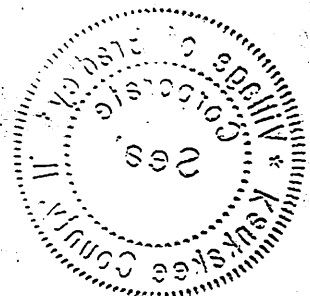


EXHIBIT A

Common Address:
860 N. Kinzie Avenue,
Bradley Illinois 60915

P.I.N. 17-09-21-100-036

Prepared By:
Michael A. Santschi
Spesia & Taylor
1415 Black Road
Joliet, Illinois 60435

Return To:
Village of Bradley
Attn: Village Clerk
147 S. Michigan Avenue
Bradley, Illinois 60915

(for Recorder's use only)

DEDICATION AGREEMENT

THIS DEDICATION AGREEMENT (the "Agreement") is made and entered into as of this 11th day of May, 2020 (the "Effective Date"), by and between the Village of Bradley, Kankakee County, Illinois (the "Village") and Lowe's Home Centers, LLC (the "Company"). Hereinafter, the Village and the Company may be referred to individually as a "Party" or collectively as the "Parties" where appropriate.

RECITALS

WHEREAS, the Village is a political subdivision of the State of Illinois, having been duly incorporated pursuant to the constitution and laws thereof, and its primary business address is 147 S. Michigan Avenue, Bradley, Illinois 60915; and

WHEREAS, the Company is a North Carolina limited liability company duly authorized to conduct business in the State of Illinois with a primary business address at Lowe's Home Centers, LLC, 1000 Lowe's Boulevard, Mooresville, NC 28117, Attention: Legal Department-Real Estate (NB6LG); and

WHEREAS, the Company owns certain property within the corporate boundaries of the Village, which property is commonly known as "860 N. Kinzie Avenue, Bradley Illinois 60915" and bears the current PIN: 17-09-21-100-036 (the "Lowe's Property"); and

WHEREAS, at present the Company lawfully operates a home improvement retail establishment on the Lowe's Property; and

WHEREAS, to facilitate its business on the Lowe's Property, the Company previously

installed and currently maintains: (1) a roadway that is commonly known as “Lowe’s Boulevard” (the “Road”); and (2) a stormwater control facility (the “Swale”); and

WHEREAS, the Company wishes to dedicate the Road and the Swale to the Village, in fee simple absolute, subject to the terms and provisions of this Agreement; and

WHEREAS, the Village wishes to accept the respective dedications of the Road and the Swale, subject to the terms and provisions of this Agreement; and

WHEREAS, the Parties hereby represent and warrant that each such Party has duly authorized and approved this Agreement and is ready and willing to be bound and to perform as required by this Agreement.

NOW THEREFORE, in consideration of the matters set forth above; the agreements, covenants, representations, and undertakings made and contained in this Agreement; and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and the Company hereby agree, covenant, represent, and undertake as follows:

ARTICLE I: GENERAL PROVISIONS

1.1: Recitals incorporated. The preceding paragraphs are substantive and are incorporated herein as if fully set forth herein.

1.2: General Definitions. The capitalized words, terms, and phrases defined in the recitals set forth above and from time to time herein shall have the same meanings for all purposes of this Agreement. In addition, in all cases the singular shall include the plural, the plural shall include the singular, and a reference to any gender includes both genders and the neuter, as the case may be.

1.3: Headings. The headings in this Agreement are for convenience of reference only and shall not in any way or to any extent be interpreted to define, limit, or otherwise affect the provisions hereof.

ARTICLE II: DEDICATION OF LOWE’S BOULEVARD AND GRANT OF EASEMENT

2.1: Dedication of Lowe’s Boulevard. The Company agrees to dedicate by special warranty deed, and the Village agrees to accept, all of the property underlying the Road in fee simple absolute, subject only to (i) all covenants, conditions, restrictions, exceptions and easements as may appear as a matter of public record or as may be evidenced by possession, use or survey, and (ii) the conditions set forth in Section 2.3 of this Agreement, *infra*. The property to be dedicated (referenced in this Section) is hereinafter referred to as the “Road Dedication Parcel.”

The Road Dedication Parcel is depicted on Exhibit A, attached hereto and fully incorporated herein, and legally described as follows:

THAT PART OF LOT 1 IN LOWES SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER, AND PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 31 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 89 DEGREES 23 MINUTES 48 SECONDS EAST 1203.79 FEET ALONG THE NORTH LINE OF SAID LOT 1 TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 00 DEGREES 33 MINUTES 15 SECONDS EAST 50.00 FEET ALONG THE EAST LINE OF SAID LOT 1; THENCE SOUTH 89 DEGREES 23 MINUTES 48 SECONDS WEST 744.27 FEET; THENCE SOUTH 83 DEGREES 13 MINUTES 03 SECONDS WEST 168.25 FEET; THENCE SOUTH 73 DEGREES 58 MINUTES 09 SECONDS WEST 55.30 FEET TO THE NORTHEAST CORNER OF LOT 1 OF LOWES LOT 2 RESUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED MAY 25, 2006 AS DOCUMENT NUMBER 200612802; THENCE SOUTH 89 DEGREES 23 MINUTES 48 SECONDS WEST 222.08 FEET ALONG THE NORTH LINE OF LAST SAID LOT 1; THENCE SOUTH 41 DEGREES 39 MINUTES 20 SECONDS WEST 25.36 FEET ALONG THE NORTH LINE OF LAST SAID LOT 1 TO THE WEST LINE OF LOT 1 OF SAID LOWES SUBDIVISION; THENCE NORTH 00 DEGREES 28 MINUTES 16 SECONDS WEST 101.59 FEET ALONG THE WEST LINE OF LOT 1 OF SAID LOWES SUBDIVISION TO THE POINT OF BEGINNING.

2.2 Affidavit of Title; Special Warranty Deed. The Company will, contemporaneously with the execution of this Agreement, execute the Special Warranty Deed, attached hereto as Exhibit B and fully incorporated herein, as well as the Affidavit of Title, attached hereto as Exhibit C and fully incorporated herein.

2.3: Conditions on Dedication. The Parties hereby agree and affirm that the fee dedication of the Road Dedication Parcel is and shall be subject to the conditions set forth in this Section (the "Road Conditions") and no others. The Parties further agree and affirm that the Road Conditions touch and concern the Road Dedication Parcel, that they will run with such parcel, and that they shall be binding upon all of the Village's successors and assigns in perpetuity. The Road Conditions are as follows:

- i. **Parking Lot Access:** The Village shall not make any change to any of the curb cuts and/or access points that presently exist along the southern border of the Road Dedication Parcel (which curb cuts/access points permit vehicular traffic to access the remaining portion of the Lowe's Property that is not being dedicated to the Village) without the written authorization of the Company or its successors and assigns, as the case may be.
- ii. **Future Curb Cuts:** The Village shall not make, nor permit any person or entity to make, any new curb cut(s)/access point(s) along the northern border of the Road

Dedication Parcel except and unless such new curb cut(s)/access point(s) either (a) lines up with the existing curb cuts/access points along the south side of the Road Dedication Parcel or (b) has been approved in writing by the Company or its successors and assigns, as the case may be. However, nothing in this section is intended or shall be construed as affecting, altering, revoking, or impairing any existing rights of public record of any owner of property adjacent to the Lowe's Property to access, use, and/or connect to the Road Dedication Parcel.

- iii. **Drainage:** The Village shall operate and maintain any and all roadway improvements, storm sewer improvements, and/or other improvements that presently exist or may hereinafter be placed upon, under, across, or within the Road Dedication Parcel in a manner reasonably calculated to ensure that there will be no detrimental change to the surface and subsurface drainage of the remaining portion of the Lowe's Property that is not being dedicated to the Village. However, nothing in this section is intended or shall be construed as requiring the Village to make any material change(s) to the design and/or construction of the Road Dedication Parcel to provide the Lowe's Property with better drainage than exists at the time of this Agreement.
- iv. **Improvements:** The Village shall install sidewalk and street light improvements along the northerly edge of the Road Dedication Parcel. All such improvements shall be completed on or before December 31, 2024. The Parties acknowledge that the Company presently owns, operates, and maintains certain street lights and associated improvements on the Road Dedication Parcel. The Company agrees and affirms that it will continue to operate and maintain the street lights and associated improvements referenced in this paragraph until the earlier occurring of either (i) the date on which the Village completes its installation of all street light and sidewalk improvements pursuant to this paragraph or (ii) December 31, 2024, after which point the Village will assume all obligations associated with the maintenance and operation of said street lights and associated improvements.
- v. **Maintenance:** The Village shall maintain the Road Dedication Parcel, including all storm sewers in the Road Dedication Parcel, in good order and condition and state of repair, including (but not limited to) sweeping and removal of trash, litter and refuse, painting and striping of the traffic lanes, repair and replacement of paving as necessary, maintenance of landscaped areas, removal of ice and snow, and maintenance and repair of the lighting.

2.4: Payment of Taxes. The Village hereby agrees that, as of the Effective Date, the Company is not liable for the payment of any and all real estate taxes attributable to the Road Dedication Parcel.

2.5: Access and Maintenance Easement. The Company will, contemporaneously with the execution of this Agreement, grant the Village a 10-foot-wide access and maintenance easement over those parts of the Lowe's Property as lie immediately south of the Road Dedication Parcel as set forth in the executed "Grant of Perpetual Access and Maintenance Easement (Lowe's Boulevard)" attached hereto as Exhibit D and fully incorporated herein.

**ARTICLE III: DEDICATION OF LOWE'S DRAINAGE SWALE
AND GRANT OF EASEMENT**

3.1: Lowe's Drainage Swale. The Company agrees to dedicate by special warranty deed, and the Village agrees to accept, all of the property underlying the Swale in fee simple absolute, subject only to (i) all covenants, conditions, restrictions, exceptions and easements as may appear as a matter of public record or as may be evidenced by possession, use or survey, and (ii) the conditions set forth in Section 3.3 of this Agreement, *infra*. The property to be dedicated (as referenced in this Section) is hereinafter referred to as the "Swale Dedication Parcel."

The Swale Dedication Parcel is depicted on the dedication exhibit, attached hereto as Exhibit E and fully incorporated herein, and legally described as follows:

THAT PART OF LOT 1 OF LOWES SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER, AND PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 31 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 00 DEGREES 33 MINUTES 15 SECONDS EAST 78.00 FEET ALONG THE EAST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 33 MINUTES 15 SECONDS EAST 427.54 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ON A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 250.00 FEET, AN ARC LENGTH OF 196.04 FEET, AND A CHORD THAT BEARS SOUTH 21 DEGREES 54 MINUTES 47 SECONDS WEST; THENCE SOUTH 44 DEGREES 22 MINUTES 50 SECONDS WEST 11.79 FEET; THENCE NORTH 46 DEGREES 00 MINUTES 44 SECONDS WEST 40.00 FEET; THENCE NORTH 00 DEGREES 33 MINUTES 15 SECONDS WEST 237.71 FEET; THENCE NORTH 20 DEGREES 00 MINUTES 14 SECONDS EAST 85.00 FEET; THENCE NORTH 00 DEGREES 33 MINUTES 15 SECONDS WEST 267.02 FEET; THENCE NORTH 89 DEGREES 23 MINUTES 48 SECONDS EAST 80.00 FEET TO THE POINT OF BEGINNING.

3.2 Affidavit of Title; Special Warranty Deed. The Company will, contemporaneously with the execution of this Agreement, execute the Special Warranty Deed, attached hereto as Exhibit B and fully incorporated herein, as well as the Affidavit of Title, attached hereto as Exhibit C and fully incorporated herein.

3.3: Conditions on Dedication. The Parties hereby agree and affirm that the fee dedication of the Swale Dedication Parcel is and shall be subject to the conditions set forth in this Section (the "Swale Conditions"). The Parties further agree and affirm that the Swale Conditions touch and concern the Swale Dedication Parcel, that they will run with the land, and that they shall be binding upon all of the Village's successors and assigns in perpetuity. The Swale Conditions

are as follows:

- i. **Village Code – Limited Waiver:** To the extent that the Company’s dedication of the Swale Dedication Parcel causes the improvements that presently exist upon those parts of the Lowe’s Property not dedicated to violate any provision or provisions of the Village’s code of ordinances, including but not limited to building setback requirements, the enforcement of such code provision(s) is waived. Nothing in this section is intended or shall be construed as permitting the Company to make any further changes to the Lowe’s Property except to the extent that such further changes are in full compliance with all relevant requirements of the Village’s code of ordinances, as amended from time to time. Further, the Village agrees and affirms that it will consider and deem the entirety of the Swale Dedication Parcel as being a part of the Lowe’s Property for the purposes of implementing and/or enforcing the Village’s ordinances and requirements related to setbacks, greenspace, and any other similar requirements in the future.
- ii. **Drainage:** The Village shall operate and maintain the Swale Dedication Parcel, along with any and all improvements that presently exist or may hereinafter be placed upon, under, across, or within said Swale Dedication Parcel, in a manner reasonably calculated to ensure that there will be no detrimental change to the surface and subsurface drainage of the remaining portion of the Lowe’s Property that is not being dedicated to the Village.
- iii. **Maintenance:** The Village shall maintain the Swale Dedication Parcel, including the discharge piping that runs from the Road Dedication Parcel into the Swale Dedication Parcel, in good order and condition and state of repair, provided however that Lowe’s shall have the right to mow the grass and maintain the discharge piping that runs from the Company’s retail store into the Swale Dedication Parcel.

3.4: Payment of Taxes. The Village hereby agrees that, as of the Effective Date, the Company is not liable for the payment of any and all real estate taxes attributable to the Swale Dedication Parcel.

3.5: Access and Maintenance Easement. The Village will, contemporaneously with the execution of this Agreement, grant the Company an access and maintenance easement over the Swale Dedication Parcel as set forth in the executed “Grant of Access and Maintenance Easement (Lowe’s Drainage Swale)” attached hereto as Exhibit F and fully incorporated herein.

ARTICLE IV: MISCELLANEOUS

4.1: Notices and Communications. All notices, demands, requests for reimbursement, or other communications under or in respect to this Agreement or any provision hereof shall be made in writing and shall be deemed to have been given when the same are (i) deposited in the United States mail and sent by first class mail, postage prepaid, (ii) deposited with a nationally recognized overnight courier such as FedEx or UPS, or (iii) personally delivered to the Village

and/or the Company, as the case may be, at their respective addresses (or at such other address as each entity may designate from time to time by notice to the other entities), as follows:

If to the Village of Bradley:

Village of Bradley
147 S. Michigan
Bradley, IL 60915
Attn: Village President

If to the Company:

Lowe's Home Centers, LLC
1000 Lowe's Boulevard
Mooresville, NC 28117
Attention: Legal Department-Real Estate (LGL)

4.2: Choice of Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois. The Parties hereby agree that any action to enforce any provision of or right or obligation arising under this Agreement or any of the easements granted in connection herewith shall be brought exclusively in the Twenty-First Judicial Circuit Court of Kankakee County, Illinois.

4.3: Written Modification. Neither this Agreement nor any provision or provisions hereof may be changed, revised, modified, waived, discharged, terminated, or otherwise abrogated, diminished, or impaired other than by an instrument in writing duly authorized and executed by all of the Parties.

4.4: Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original. Further, the signature of each Party hereto may be executed and notarized on separate pages, and when attached to this Agreement shall constitute one complete document.

4.5: Effective Date. This Agreement shall become effective upon its execution and delivery by and to all of the Parties (the "Effective Date").

4.6: Binding Authority. The individuals that execute this Agreement on behalf of the Village and the Company, as the case may be, hereby represent and warrant that they have been duly authorized to bind their respective Party to the terms and conditions of this Agreement.

4.7: Successors and Assigns. This Agreement shall bind and inure to the benefit of the Parties and their respective successors and assigns.

4.8: Entire Agreement/Integration. This Agreement sets forth all of the terms and conditions agreed to by and between the Parties hereto. As such, this Agreement supersedes all prior negotiations, statements, agreements, or understandings, whether oral or in writing, with

regard to the subject matters herein set forth.

4.9: Severability. In the event that any provision or part of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, such declaration of invalidity or unenforceability shall not in any way affect the validity and enforceability of any and all other provisions of this agreement as can be given meaning and effect in the absence of such invalid or unenforceable provision(s). Any provision of this agreement that is so declared to be invalid or unenforceable shall be deemed stricken from this Agreement with the remainder of the terms and provisions of this Agreement to remain in full force and effect.

[Signatures and acknowledgments on next page(s)]

LOWE'S HOME CENTERS, LLC

Timothy L. Cooksey

BY: Timothy L. Cooksey
ITS: Senior Vice President

[Signature] [Signature] [Signature] [Signature]

ACKNOWLEDGEMENT

STATE OF NORTH CAROLINA)

) §§

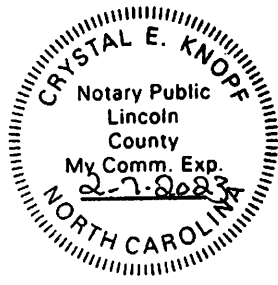
COUNTY OF IREDELL)

I, Crystal E. Knopf, a Notary Public in and for the State and County aforesaid, do hereby certify that Timothy L. Cooksey, Senior Vice President, of Lowe's Home Centers, LLC, 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 free and voluntary act, and as the free and voluntary act of Lowe's Home Centers, LLC, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 13 day of April 2020.

Crystal E. Knopf
Notary Public

My Commission Expires: 2-7-2023



11th IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this day of MAY, 2020.

THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS

Michael Watson

BY: Michael Watson

ITS: Acting President

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) §§
COUNTY OF KANKAKEE)

I, Gail Schultz, a Notary Public in and for the State and County aforesaid, do hereby certify that Michael Watson, Acting Village President of the Village of Bradley, Kankakee County, Illinois, 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 free and voluntary act, and as the free and voluntary act of the Village of Bradley, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 11th day of May 2020.

Gail Schultz
Notary Public

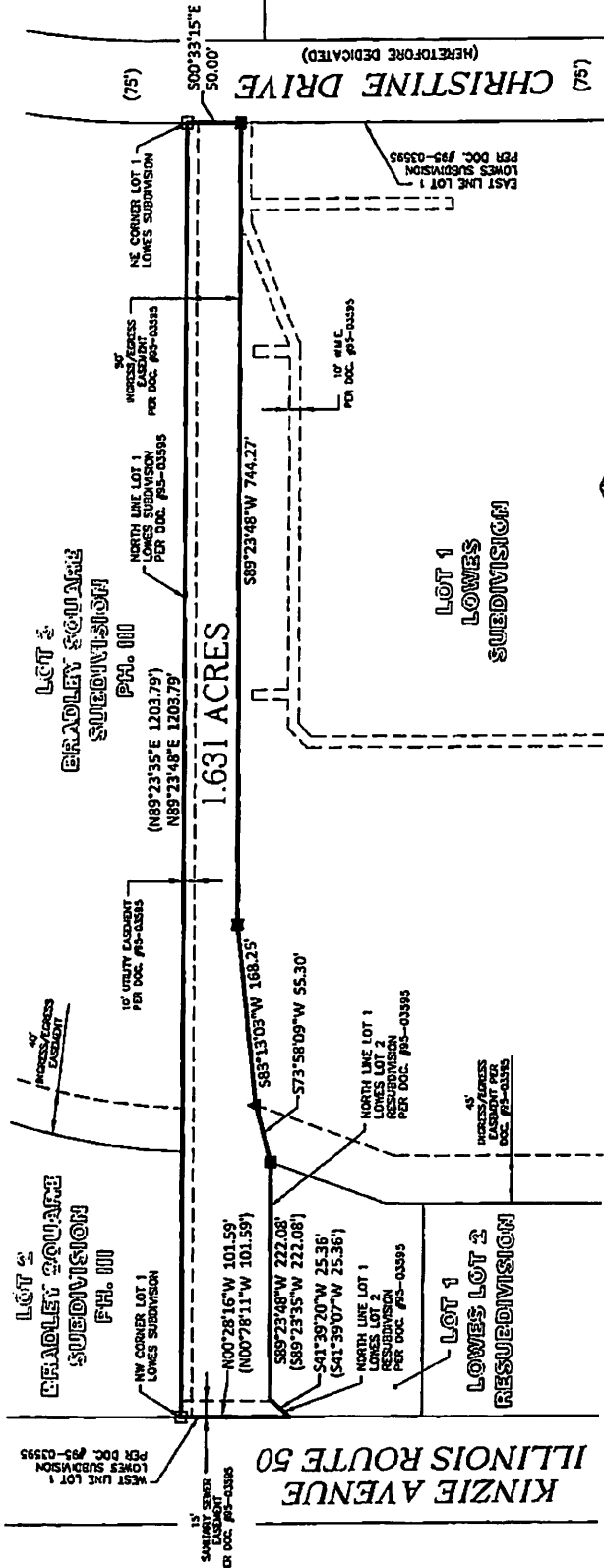
My Commission Expires: 6-15-21



Exhibit A

PLAT OF SURVEY

THAT PART OF LOT 1 IN LOWES SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER, AND PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 31 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 89 DEGREES 23 MINUTES 48 SECONDS EAST 50.00 FEET ALONG THE NORTH LINE OF SAID LOT 1 TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 00 DEGREES 33 MINUTES 15 SECONDS WEST 744.27 FEET; THENCE SOUTH 83 DEGREES 13 MINUTES 03 SECONDS WEST 168.25 FEET; THENCE SOUTH 73 DEGREES 38 MINUTES 09 SECONDS WEST 55.30 FEET TO THE NORTHEAST CORNER OF LOT 1 OF LOWES LOT 2 RESUBDIVISION ACCORDING TO THE PLAY THEREOF RECORDED MAY 25, 2016 AS DOCUMENT #189-03595 UNDER 00812802; THENCE SOUTH 89 DEGREES 23 MINUTES 48 SECONDS WEST 222.08 FEET ALONG THE NORTH LINE OF LAST SAID LOT 1; THENCE SOUTH 41 DEGREES 38 MINUTES 16 SECONDS WEST 101.59 FEET ALONG THE WEST LINE OF LOT 1 OF SAID LOWES SUBDIVISION; THENCE NORTH 00 DEGREES 28 MINUTES 16 SECONDS WEST 101.59 FEET ALONG THE WEST LINE OF LOT 1 OF SAID LOWES SUBDIVISION TO THE POINT OF BEGINNING.



MGA CIVIL ENGINEERING

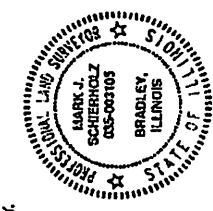
M GINGERICH GEREUX & ASSOCIATES
 Professional Design Firm License # 184.001808
 P. 815-939-4821 www.mg2a.com F. 815-939-9810
 240 N. INDUSTRIAL DRIVE | BRADLEY, IL 60815

ORDERED BY: VILLAGE OF BRADLEY
 JOB NUMBER: MGS-243
 DR. BY: CAG
 SR. P.

NORTH
 SCALE: 1" = 100'

LEGEND

- FOUND IRON ROD
- SET IRON ROD
- ▲ SET WOOD NAIL
- 7.77" MEASURED DATA
- (7.77) RECORDED DATA
- W.M.C. WATER MAIN CASING



I, MARK J. SCHERBELZ, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HEREON DRAWN IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY. ALL DISTANCES ARE IN FEET AND DECIMAL PARTS THEREOF. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

DATED THIS 23rd DAY OF JANUARY, A.D. 2019.

[Signature]

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003105
 LICENSE EXPIRES NOVEMBER 30, 2020

Exhibit B

4
WTS
J

COPY



* 2 0 2 0 0 5 1 7 2 *

202005172

Prepared by:
Michael A. Santschi
SPESIA & TAYLOR
1415 Black Road
Joliet, Illinois 60435

LORI GADBOIS
RECORDER
KANKAKEE COUNTY, IL
RECORDED ON
05/15/2020 01:32:46PM

REC FEE: 47.00
PAGES: 4

Return to:
The Village of Bradley
147 S. Michigan Avenue
Bradley, Illinois 60915
Attn: Village Clerk

(Recorder's use only)

SPECIAL WARRANTY DEED

Common Address:
860 N. Kinzie Avenue,
Bradley Illinois 60915

P.I.N. 17-09-21-100-036

Future taxes to:
The Village of Bradley
147 S. Michigan Avenue
Bradley, Illinois 60915
Attn: Village Clerk

EXEMPT under provisions of paragraph E

Section 4, Real Estate Transfer Act

Date: May 15, 2020

Thomas Melh (Deputy Clerk)

Buyer, Seller or Representative

Common Address:
860 N. Kinzie Avenue,
Bradley Illinois 60915

P.I.N. 17-09-21-100-036

Prepared By:
Michael A. Santschi
Spesia & Taylor
1415 Black Road
Joliet, Illinois 60435

Return To:
Village of Bradley
Attn: Village Clerk
147 S. Michigan Avenue
Bradley, Illinois 60915

(for Recorder's use only)

SPECIAL WARRANTY DEED

Lowe's Home Centers, LLC, a North Carolina limited liability company duly authorized to conduct business in the State of Illinois with a primary business address at Lowe's Home Centers, LLC, 1000 Lowe's Boulevard, Mooresville, NC 28117, Attention: Legal Department-Real Estate (LGL), herein referred to as "GRANTOR" does, for and in consideration for ten and 00/100 dollars (\$10.00) in hand paid and other good and valuable consideration, hereby CONVEY and WARRANT to the Village of Bradley, Kankakee County, Illinois, an Illinois Municipal Corporation with a primary office located at 147 S. Michigan Avenue, Bradley, Illinois, herein referred to as "GRANTEE" all interest in the following described real estate situated in the County of Kankakee and the State of Illinois:

TRACT 1:

THAT PART OF LOT 1 IN LOWES SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER, AND PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 31 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 89 DEGREES 23 MINUTES 48 SECONDS EAST 1203.79 FEET ALONG THE NORTH LINE OF SAID LOT 1 TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 00 DEGREES 33 MINUTES 15 SECONDS EAST 50.00 FEET ALONG THE EAST LINE OF SAID LOT 1; THENCE SOUTH 89 DEGREES 23 MINUTES 48 SECONDS WEST 744.27 FEET; THENCE SOUTH 83 DEGREES 13 MINUTES 03 SECONDS WEST 168.25 FEET; THENCE SOUTH 73 DEGREES 58 MINUTES 09 SECONDS WEST 55.30 FEET TO THE NORTHEAST CORNER OF LOT 1 OF LOWES LOT 2

RESUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED MAY 25, 2006 AS DOCUMENT NUMBER 200612802; THENCE SOUTH 89 DEGREES 23 MINUTES 48 SECONDS WEST 222.08 FEET ALONG THE NORTH LINE OF LAST SAID LOT 1; THENCE SOUTH 41 DEGREES 39 MINUTES 20 SECONDS WEST 25.36 FEET ALONG THE NORTH LINE OF LAST SAID LOT 1 TO THE WEST LINE OF LOT 1 OF SAID LOWES SUBDIVISION; THENCE NORTH 00 DEGREES 28 MINUTES 16 SECONDS WEST 101.59 FEET ALONG THE WEST LINE OF LOT 1 OF SAID LOWES SUBDIVISION TO THE POINT OF BEGINNING.

TRACT 2:

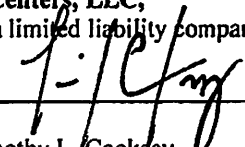
THAT PART OF LOT 1 OF LOWES SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER, AND PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 31 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 00 DEGREES 33 MINUTES 15 SECONDS EAST 78.00 FEET ALONG THE EAST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 33 MINUTES 15 SECONDS EAST 427.54 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ON A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 250.00 FEET, AN ARC LENGTH OF 196.04 FEET, AND A CHORD THAT BEARS SOUTH 21 DEGREES 54 MINUTES 47 SECONDS WEST; THENCE SOUTH 44 DEGREES 22 MINUTES 50 SECONDS WEST 11.79 FEET; THENCE NORTH 46 DEGREES 00 MINUTES 44 SECONDS WEST 40.00 FEET; THENCE NORTH 00 DEGREES 33 MINUTES 15 SECONDS WEST 237.71 FEET; THENCE NORTH 20 DEGREES 00 MINUTES 14 SECONDS EAST 85.00 FEET; THENCE NORTH 00 DEGREES 33 MINUTES 15 SECONDS WEST 267.02 FEET; THENCE NORTH 89 DEGREES 23 MINUTES 48 SECONDS EAST 80.00 FEET TO THE POINT OF BEGINNING.

SUBJECT TO: the covenants, easements, and conditions contained in the Dedication Agreement between the Grantor and Grantee and dated May 11, 2020 and other matters of record.

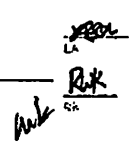
TO HAVE AND TO HOLD Grantor binds Grantor and Grantor's heirs, successors and assigns to Warrant and Forever Defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to the claim the same or any part thereof by through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, Lowes Home Centers, LLC. has caused this special warranty deed to be signed by its duly authorized representative this 13 day of April, 2020.

Lowe's Home Centers, LLC,
a North Carolina limited liability company


BY: Timothy L. Cooksey

ITS: Senior Vice President

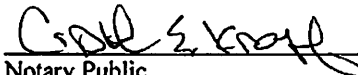


ACKNOWLEDGEMENT

STATE OF North Carolina
COUNTY OF Tredell) §§

I, Crystal E. Knopf a Notary Public in and for the State and County aforesaid, do hereby certify that Timothy L. Cooksey, Senior Vice President of Lowe's Home Centers, LLC, 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 free and voluntary act, and as the free and voluntary act of Lowes Home Centers, Inc., for the uses and purposes therein set forth.

Given under my hand and notarial seal this 13 day of April 2020.


Notary Public

My Commission Expires: 2-7-2023

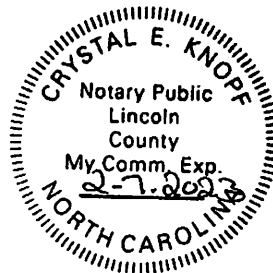


Exhibit C

AFFIDAVIT OF TITLE

Personally, appeared before me this 13 day of April, 2020, the undersigned officer of LOWE'S HOME CENTERS, LLC, a North Carolina limited liability company. (the "Company"), with an office at 1000 Lowe's Blvd., Mooresville, NC 28117, Attention: Legal Department (LGL), who after being duly sworn deposes and states to the best of the undersigned's actual knowledge:

1. That the Company is the owner in fee simple absolute of the premises described on "Exhibit 1," attached hereto and fully incorporated herein.
2. That the Company is the Grantor named in the Special Warranty Deed referenced in the Dedication Agreement entered into by and between the Company and the Village of Bradley on the 11 day of May, 2020.
3. That, no labor or material has been furnished for the Subject Property within the last ninety (90) days that is not fully paid for.
4. That, since the title date of August 20, 2019, in the commitment for title insurance issued by Chicago Title Insurance Company (Commitment No.: 19000878WJ, Revision 1), the Company has not done or suffered to be done anything that could in any way affect the title to the Subject Property, and no proceedings have been filed by or against the Company, nor has any judgment or decree been rendered against the Company, nor is there any judgment note or other instrument that can result in a judgment or decree against the Company and/or the Subject Property within five (5) days from the date of this Affidavit.
5. That this Affidavit is made in the form of a covenant and warranty to induce, and in partial consideration of, the Village's consummation of the aforementioned Dedication Agreement and acceptance of the premises described therein.

LOWE'S HOME CENTERS, LLC

By: [Signature] ~~_____~~
Name: Timothy L. Cooksey ~~_____~~
Title: Senior Vice President ~~_____~~

ACKNOWLEDGEMENT

STATE OF North Carolina
COUNTY OF Tredwell) §§

I, Crystal S. Kropf a Notary Public in and for the State and County aforesaid, do hereby certify that Timothy L. Cooksey, Senior Vice President of Lowe's Home Centers, LLC, 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 free and voluntary act, and as the free and voluntary act of Lowes Home Centers, Inc., for the uses and purposes therein set forth.

Given under my hand and notarial seal this 13 day of April 2020.

[Signature]
Notary Public

My Commission Expires: 2-7-2023

EXHIBIT 1

TRACT 1:

THAT PART OF LOT 1 IN LOWES SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER, AND PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 31 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 89 DEGREES 23 MINUTES 48 SECONDS EAST 1203.79 FEET ALONG THE NORTH LINE OF SAID LOT 1 TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 00 DEGREES 33 MINUTES 15 SECONDS EAST 50.00 FEET ALONG THE EAST LINE OF SAID LOT 1; THENCE SOUTH 89 DEGREES 23 MINUTES 48 SECONDS WEST 744.27 FEET; THENCE SOUTH 83 DEGREES 13 MINUTES 03 SECONDS WEST 168.25 FEET; THENCE SOUTH 73 DEGREES 58 MINUTES 09 SECONDS WEST 55.30 FEET TO THE NORTHEAST CORNER OF LOT 1 OF LOWES LOT 2 RESUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED MAY 25, 2006 AS DOCUMENT NUMBER 200612802; THENCE SOUTH 89 DEGREES 23 MINUTES 48 SECONDS WEST 222.08 FEET ALONG THE NORTH LINE OF LAST SAID LOT 1; THENCE SOUTH 41 DEGREES 39 MINUTES 20 SECONDS WEST 25.36 FEET ALONG THE NORTH LINE OF LAST SAID LOT 1 TO THE WEST LINE OF LOT 1 OF SAID LOWES SUBDIVISION; THENCE NORTH 00 DEGREES 28 MINUTES 16 SECONDS WEST 101.59 FEET ALONG THE WEST LINE OF LOT 1 OF SAID LOWES SUBDIVISION TO THE POINT OF BEGINNING.

TRACT 2:

THAT PART OF LOT 1 OF LOWES SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER, AND PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 31 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 00 DEGREES 33 MINUTES 15 SECONDS EAST 78.00 FEET ALONG THE EAST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 33 MINUTES 15 SECONDS EAST 427.54 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ON A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 250.00 FEET, AN ARC LENGTH OF 196.04 FEET, AND A CHORD THAT BEARS SOUTH 21 DEGREES 54 MINUTES 47 SECONDS WEST; THENCE SOUTH 44 DEGREES 22 MINUTES 50 SECONDS WEST 11.79 FEET; THENCE NORTH 46 DEGREES 00 MINUTES 44 SECONDS WEST 40.00 FEET; THENCE NORTH 00 DEGREES 33 MINUTES 15 SECONDS WEST 237.71 FEET; THENCE NORTH 20 DEGREES 00 MINUTES 14 SECONDS EAST 85.00 FEET; THENCE NORTH 00 DEGREES 33 MINUTES 15 SECONDS WEST 267.02 FEET; THENCE NORTH 89 DEGREES 23 MINUTES 48 SECONDS EAST 80.00 FEET TO THE POINT OF BEGINNING.

Exhibit D

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COPY



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202005173

LORI GADBOIS
RECORDER
KANKAKEE COUNTY, IL
RECORDED ON
05/15/2020 01:32:47PM

REC FEE: 47.00.
PAGES: 7

Prepared by:
Michael A. Santschi
SPESIA & TAYLOR
1415 Black Road
Joliet, Illinois 60435

Return to:
The Village of Bradley
147 S. Michigan Avenue
Bradley, Illinois 60915
Attn: Village Clerk

(Recorder's use only)

GRANT OF PERPETUAL ACCESS AND MAINTENANCE EASEMENT (LOWES BOULEVARD)

Common Address:
860 N. Kinzie Avenue,
Bradley Illinois 60915

P.I.N. 17-09-21-100-036

**GRANT OF PERPETUAL ACCESS AND MAINTENANCE EASEMENT
(LOWES BOULEVARD)**

Lowe's Home Centers, LLC, a North Carolina limited liability company duly authorized to conduct business in the State of Illinois with a primary business address at Lowe's Home Centers, LLC, 1000 Lowe's Boulevard, Mooresville, NC 28117, Attention: Legal Department-Real Estate (NB6LG) (the "Grantor"), hereby grants, bargains, sells, and



conveys to the **Village of Bradley**, a political subdivision of the State of Illinois located in Kankakee County and having a primary business address of 147 S. Michigan Avenue, Bradley, Illinois 60915 (the "Grantee"), its successors, grantees, and assigns, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the full, free, and perpetual right, privilege, authority, and easement, but not the obligation, to access, temporarily occupy, and otherwise use the Easement Area set forth in this Grant of Perpetual Access and Maintenance Easement as reasonably necessary, in Grantee's sole discretion, to facilitate any and all operation, use, maintenance, repair, and/or replacement of any and all improvements related to (i) the roadway presently known as "Lowes Boulevard" and (ii) any and all storm sewer improvements located in the vicinity of said "Lowes Boulevard." The Easement Area granted hereby is legally described on Exhibit 1, attached hereto and fully incorporated herein, and depicted on Exhibit 2, attached hereto and fully incorporated herein.

Grantor hereby conveys the Easement Area to Grantee, to have and to hold said easement, rights, and privileges, together with any and all appurtenances thereto, unto Grantee, its successors, grantees, and assigns, forever or until such time as Grantee, its successors, grantees, or assigns, may release or relinquish in writing the rights herein granted. Grantor hereby binds itself, its successors, grantees, and assigns to warrant and forever defend the said Easement Area unto Grantee, its successors, grantees, and assigns against every person whomsoever lawfully claims the same or any part thereof.

The grant of the Easement Area made hereby is and shall be subject to the following conditions and no others:

1. Grantor and Grantee agree that Grantor may use and enjoy the Easement Area in any manner that will not disturb, endanger, damage, or interfere with Grantee's use of the Easement Area.
2. Grantee shall, after any use of the Easement Area, including but not limited to any required excavation and/or construction, 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, drains, driveways, landscaping, light poles, and any other property of Grantor 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.

3. 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 successors, grantees, and assigns of the parties hereto.

4. The Easement Area may be used by Grantee's agents, representatives, employees, contractors, and/or subcontractors for the purposes of and on the terms herein provided.

5. This instrument contains the entire agreement of the parties and there are no other, or different, agreements or understandings between the Grantors and Grantee.

Executed this 13 day of April, 2020.

Lowe's Home Centers, LLC.


BY: Timothy L. Cooksey
Senior Vice President

ITS: _____

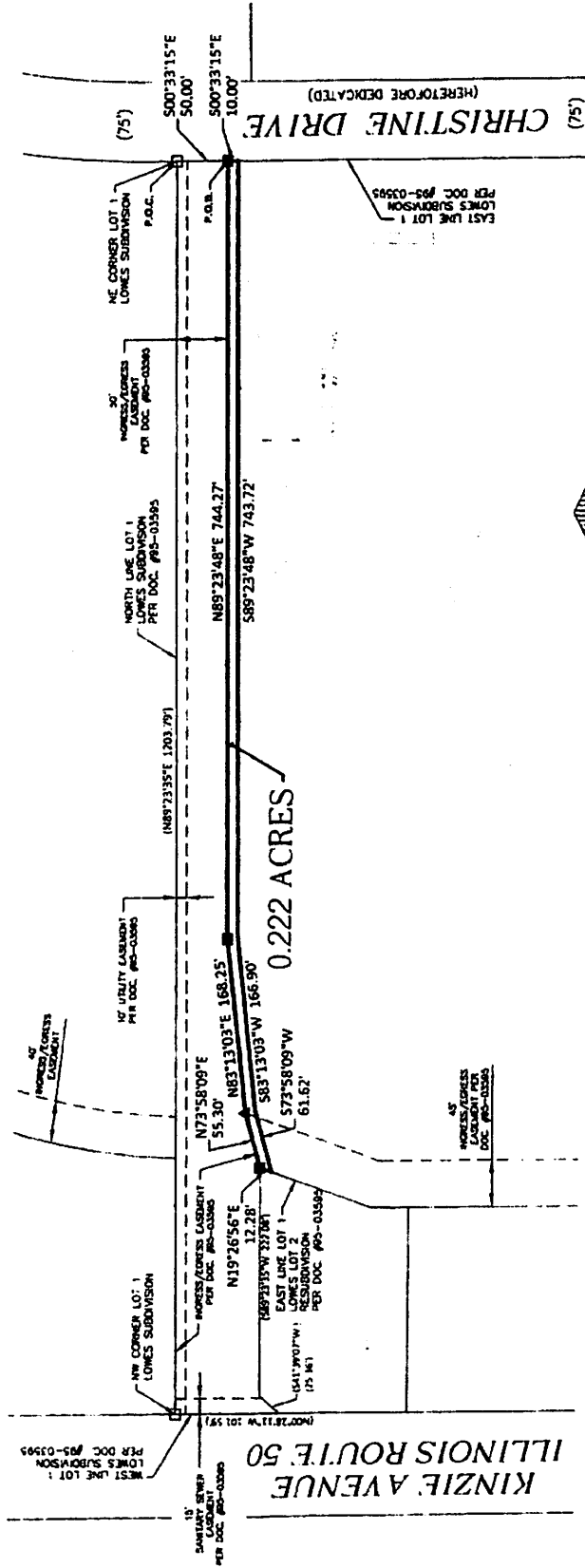
Exhibit 1

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EXHIBIT 2

PLAT OF SURVEY

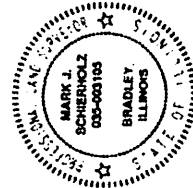
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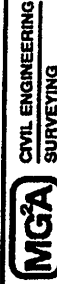
I, MARK J. SCHERHOLZ, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HEREON DRAWN IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY. ALL DISTANCES ARE IN FEET AND DECIMAL PARTS THEREOF. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS UNIFORM STANDARDS FOR A BOUNDARY SURVEY.

DATED: THIS 23rd DAY OF JANUARY, A.D. 2019

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 015-003105



- LEGEND**
- FOUND FROM ROD
 - SET FROM ROD
 - ▲ SET BY G.M.A.
 - 7.77 MEASURED DATA
 - (7.77) RECORDED DATA
 - W.A.L. WATER MAIN EASEMENT



M GINGERICH GEREUX & ASSOCIATES
 Professional Design Firm License # 184.001808
 P. 815-639-4921 www.mg2a.com F. 815-639-8810
 240 N. INDUSTRIAL DRIVE | BRADLEY, IL 60915

ORDERED BY: VILLAGE OF BRADLEY

JOB NUMBER: MDR-243

DR BY: CAG

FIELD WORK COMPLETED

SB P

Exhibit E

Exhibit F

7
475/5



202005174

Prepared by:
Michael A. Santschi
SPESIA & TAYLOR
1415 Black Road
Joliet, Illinois 60435

COPY

LORI GADBOIS
RECORDER
KANKAKEE COUNTY, IL
RECORDED ON
05/15/2020 01:32:48PM

REC FEE: 47.00
PAGES: 7

Return to:
The Village of Bradley
147 S. Michigan Avenue
Bradley, Illinois 60915
Attn: Village Clerk

(Recorder's use only)

GRANT OF ACCESS AND MAINTENANCE EASEMENT (LOWES DRAINAGE SWALE)

Common Address:
860 N. Kinzie Avenue,
Bradley Illinois 60915

P.I.N. 17-09-21-100-036

**GRANT OF ACCESS AND MAINTENANCE EASEMENT
(LOWES DRAINAGE SWALE)**

The Village of Bradley, a political subdivision of the State of Illinois located in Kankakee County and having a primary business address of 147 S. Michigan Avenue, Bradley, Illinois 60915 (the "Grantor"), hereby grants, bargains, sells, and conveys to **Lowe's Home Centers, LLC**, a North Carolina limited liability company duly

authorized to conduct business in the State of Illinois with a primary business address at Lowe's Home Centers, LLC, 1000 Lowe's Boulevard, Mooresville, NC 28117, Attention: Legal Department-Real Estate (NB6LG) (the "Grantee"), its successors, grantees, and assigns, for and in consideration of the sum of Ten Dollars and 00/100 (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the full and free right, privilege, authority, easement, and obligation, to access, temporarily occupy, and otherwise use the Easement Area set forth in this Grant of Access and Maintenance Easement as reasonably necessary, in Grantee's sole discretion, to (i) facilitate the operation, use, maintenance, repair, and/or replacement of the Grantee's pylon sign, any and all water discharge piping, and any and all parking lot lights, including any and all appurtenances related thereto, that are presently located on and/or serve Grantee's retail establishment located on the parcel commonly known as 860 N. Kinzie Avenue, Bradley Illinois 60915 or (ii) facilitate the mowing of any and all grass located upon said Easement Area and/or the maintenance of any and all landscaping upon said Easement Area. The Easement Area granted hereby is legally described on Exhibit 1, attached hereto and fully incorporated herein, and depicted on Exhibit 2, attached hereto and fully incorporated herein.

Grantor hereby conveys the Easement Area to Grantee, to have and to hold said easement, rights, and privileges, together with any and all appurtenances thereto, unto Grantee, its successors, grantees, and assigns, forever or until such time as Grantee, its successors, grantees, or assigns, may release or relinquish in writing the rights herein granted.

Grantee, its successors, and assigns, as the case may be, hereby agree, warrant, and covenant that they shall at all times maintain the grass and landscaping within the Easement Area in substantially the same condition as they exist as of the date of this grant of easement, unless otherwise agreed between Grantor and Grantee (or Grantees successors and/or assigns) in writing.

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 successors, grantees, and assigns of the parties hereto.

The Easement Area may be used by Grantee's agents, representatives, employees, contractors, and/or subcontractors for the purposes of and on the terms herein provided.

This instrument contains the entire agreement of the parties and there are no other, or different, agreements or understandings between the Grantors and Grantee.

Executed this 11th day of May, 2020.

THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS

Michael Watson

BY: Michael M. Watson

ITS: Acting President

Exhibit 1

LEGAL DESCRIPTION

THAT PART OF LOT 1 OF LOWES SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER, AND PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 31 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 00 DEGREES 33 MINUTES 15 SECONDS EAST 78.00 FEET ALONG THE EAST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 33 MINUTES 15 SECONDS EAST 427.54 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ON A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 250.00 FEET, AN ARC LENGTH OF 196.04 FEET, AND A CHORD THAT BEARS SOUTH 21 DEGREES 54 MINUTES 47 SECONDS WEST; THENCE SOUTH 44 DEGREES 22 MINUTES 50 SECONDS WEST 11.79 FEET; THENCE NORTH 46 DEGREES 00 MINUTES 44 SECONDS WEST 40.00 FEET; THENCE NORTH 00 DEGREES 33 MINUTES 15 SECONDS WEST 237.71 FEET; THENCE NORTH 20 DEGREES 00 MINUTES 14 SECONDS EAST 85.00 FEET; THENCE NORTH 00 DEGREES 33 MINUTES 15 SECONDS WEST 267.02 FEET; THENCE NORTH 89 DEGREES 23 MINUTES 48 SECONDS EAST 80.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT 2

