

VILLAGE OF BRADLEY

RESOLUTION NO. R-01-23-05

A RESOLUTION ACCEPTING THE DEDICATION OF A TEMPORARY CONSTRUCTION
EASEMENT OVER CERTAIN PROPERTY LOCATED IN THE VILLAGE OF BRADLEY,
KANKAKEE COUNTY, ILLINOIS
(17-09-29-116-007; 17-09-29-116-008; 17-09-29-116-009; 17-09-29-116-010)

ADOPTED BY THE
BOARD OF TRUSTEES OF THE
VILLAGE OF BRADLEY

THIS 23 DAY OF January, 2023

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

RESOLUTION NO. B-01-23-05

**A RESOLUTION ACCEPTING THE DEDICATION OF A TEMPORARY
CONSTRUCTION EASEMENT OVER CERTAIN PROPERTY LOCATED IN THE
VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS
(17-09-29-116-007; 17-09-29-116-008; 17-09-29-116-009; 17-09-29-116-010)**

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

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

WHEREAS, the Roman Catholic Diocese of Joliet (the "Owner") is the owner of certain property located within the corporate boundaries of the Village, which property is commonly known as 247 North Center Avenue, Bradley, Illinois 60915 and presently bears the PINs: 17-09-29-116-007; 17-09-29-116-008; 17-09-29-116-009; and 17-09-29-116-010 (the "Subject Property"); and

WHEREAS, the Owner has offered to dedicate a temporary construction easement over part of the Subject Property, as set forth in the Grant of Temporary Construction Easement attached hereto as Exhibit 1 and fully incorporated herein (the "TCE"); and

WHEREAS, the Corporate Authorities of the Village have determined that it is necessary, expedient, and in the best interests of the Village and its citizens to accept the dedication of the TCE; and

WHEREAS, the Corporate Authorities of the Village now wish to accept the dedication of the if the TCE, as set forth herein.

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

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

SECTION 2. The Corporate Authorities of the Village hereby accept the dedication of the TCE over the Subject Property, as legally described and depicted on Exhibit 1. The Village Clerk is hereby authorized and directed to record said TCE in the office of the Kankakee County Recorder of Deeds, and thereafter to keep a copy of such recorded TCE in the Village's files.

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

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

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

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

[Intentionally Blank]

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

TRUSTEES:

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

VILLAGE PRESIDENT:

MICHAEL WATSON Aye - Nay - Absent -

TOTALS: Aye - 5 Nay - 0 Absent - 1

ATTEST:



JULIE TAMBLING, VILLAGE CLERK

APPROVED this 23 day of January, 2023.



MICHAEL WATSON, VILLAGE PRESIDENT

ATTEST:




JULIE TAMBLING, VILLAGE CLERK

STATE OF ILLINOIS)
) §§
COUNTY OF KANKAKEE)

I, Julie Tambling, Village Clerk of the Village of Bradley, County of Kankakee and State of Illinois, DO HEREBY CERTIFY that the attached is a true, perfect, and complete copy of Resolution number R0123-05 "A RESOLUTION ACCEPTING THE DEDICATION OF A TEMPORARY CONSTRUCTION EASEMENT OVER CERTAIN PROPERTY LOCATED IN THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS," which was adopted by the Village Corporate Authorities at a meeting held on the 23 day of Jan, 2023.

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



JULIE TAMBLING, VILLAGE CLERK

(SEAL)



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Handwritten signature

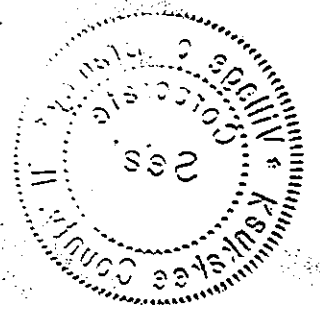


Exhibit 1

8/27/21



DocId:8065967
Tx:4038094

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

202214049
LORI GADBOIS
RECORDER
KANKAKEE COUNTY, IL
RECORDED ON
12/21/2022 11:04:48 AM
RECORDING FEE 47.00
PAGES: 8

Grantor: [ROMAN CATHOLIC DIOCESE OF JOLIET]
Address: [247 N CENTER AVENUE BRADLEY, IL 60915]
PIN: [17-09-29-116-007]
[17-09-29-116-008]
[17-09-29-116-009]
[17-09-29-116-009]

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

The Grantor, [ROMAN CATHOLIC DIOCESE OF JOLIET], of [425 SUMMIT STREET JOLIET, IL 604357155], 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 S. Michigan Avenue, Bradley, IL 60915 (hereinafter referred to as the "Grantee"), the following rights (but without any obligation(s)):

Temporary Construction Easement: Temporary 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 on Exhibit A and depicted on Exhibit B, both of which exhibits are attached hereto and fully incorporated herein (hereinafter this area shall be referred to as the "Temporary Construction Easement" or "TCE"). Grantee, along with its agents and assigns, shall have the right, but not the obligation, to access, occupy, and use the TCE at any time convenient to said Grantee and for any purpose necessary to facilitate [ALLEY RECONSTRUCTION IMPROVEMENTS] (the "Project"). Grantee's rights in connection with the TCE include, but are not limited to: ingress and egress, the operation and storage of equipment, the storage of materials, the movement of a

work force during construction activities, grading and drainage work, restoration work, and any other purposes related to the construction of the Project.

The Temporary Construction Easement shall commence on the effective date of this Agreement and shall automatically terminate upon completion of the Project. Upon the expiration of the term of the TCE pursuant to this Agreement, all rights and benefits of Grantee in, on, along, thru, over, and across the premises of the Grantor with respect to the TCE shall automatically terminate and be of no further force and effect.

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

The Grantor shall have and retain all rights to use and occupy the Temporary Construction Easement at all times that this Agreement is in effect, provided however that the Grantor's use and occupancy of the TCE may not interfere with Grantee's use of the TCE for the purposes herein described.

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 caused by Grantee's use and/or occupancy of the Temporary Construction Easement during the term of this Agreement.

Grantee shall bear and promptly pay, without the imposition of any lien or charge on or against any or all part(s) of the Temporary Construction Easement, all costs and expenses of construction and/or maintenance authorized by this Agreement, as well as any costs and expenses as may arise on account of Grantee's use of the TCE as permitted by this Agreement. In the event that any lien is filed against any part(s) of the TCE on account of Grantee's use and occupancy of the TCE, 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.

Prior to termination of the Temporary Construction Easement, Grantee shall, to the extent practicable, return the TCE area to its original condition prior to commencement of the Project, and shall further stabilize any and all graded portions of the TCE consistent with sound engineering practice and applicable design standards.

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 Temporary Construction Easement are and have been settled and released, including without limitation any claim for the diminution in the value of the TCE or any remaining property of the Grantor as may be caused by the Grantee's use and occupancy of the TCE and/or the completion of the Project. 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.

The Grantor hereby represents and warrants that the Grantor has the full right and authority to grant the Temporary Construction Easement provided for in this instrument. This Agreement contains all the terms and conditions of this easement, expressed or implied, between the parties hereto 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 Agreement is and shall constitute a covenant which runs with the land, and shall be binding upon the legal representatives, successors, and assigns of Grantor.

IN WITNESS WHEREOF, the Grantor has signed and delivered this instrument this 22ND day of November, 2022.

[ROMAN CATHOLIC DIOCESE OF JOLIET], Grantor.

Ronald A. Hilde, Successor Trustee
Roman Catholic Diocese of Joliet Trust
Maya A. Yurk, POA

STATE OF ILLINOIS)
) §§
COUNTY OF WILL)

ACKNOWLEDGEMENT

I, Deborah A. Camp, 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 Mary Ann McKeon], [title General Counsel/PA] of [ROMAN CATHOLIC DIOCESE OF JOLIET] and personally known to me to be the person that affixed his/her signature upon the foregoing instrument, and stated and affirmed that he/she signed and delivered the above and foregoing instrument as his/her free and voluntary act and deed, and as the free and voluntary act and deed of [ROMAN CATHOLIC DIOCESE OF JOLIET], for the uses and purposes therein set forth.

Given under my hand and notarial seal this 2nd day of November, 2022

My Commission Expires:

Oct. 14, 2024.

Deborah A. Camp
Notary Public



EXHIBIT A

EXHIBIT A

TEMPORARY CONSTRUCTION EASEMENT

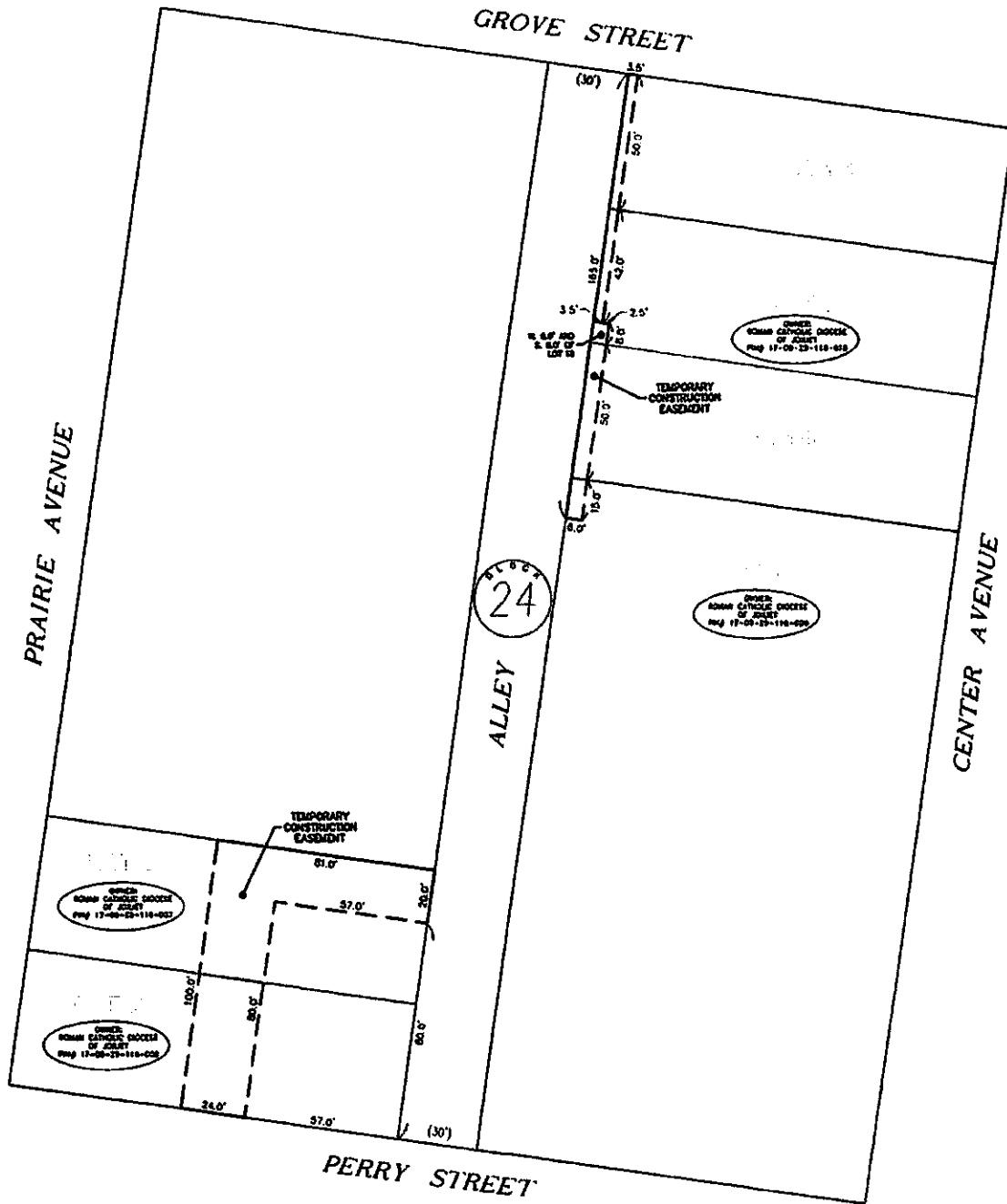
THE NORTH 20.0 FEET OF THE EAST 81.0 FEET AND THE WEST 24.0 FEET OF THE EAST 81.0 FEET OF LOT 7, THE WEST 24 FEET OF THE EAST 81.0 FEET OF LOT 8, THE WEST 3.5 FEET OF LOT 16, THE WEST 3.5 FEET OF THE NORTH 42.0 FEET AND THE WEST 6.0 FEET THE SOUTH 8.0 FEET OF LOT 15, THE WEST 6.0 FEET OF LOT 14, AND THE WEST 6.0 FEET OF THE NORTH 15.0 FEET OF LOT 13 ALL IN BLOCK 24, NORTH KANKAKEE AS PLATTED SEPTEMBER 7, 1891, NOW KNOW AS THE VILLAGE OF BRADLEY, IN KANKAKEE COUNTY, ILLINOIS.

EXHIBIT B

EASEMENT EXHIBIT

EXHIBIT B

FOR
TEMPORARY CONSTRUCTION PURPOSES



PREPARED BY:



M GINGERICH GEREUX & ASSOCIATES
Professional Design Firm License # 184.001806
P. 815-439-4921 www.mga.com F. 815-939-8810
240 N. INDUSTRIAL DRIVE | BRADLEY, IL 60915

ORDERED BY: VILLAGE OF BRADLEY

JCB NUMBER: M2-293

DR. BY: CAD