

VILLAGE OF BRADLEY

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RESOLUTION NO. R-6-21-3

A RESOLUTION AUTHORIZING AN EASEMENT AMENDMENT AGREEMENT  
BETWEEN THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, AND CSL  
BEHRING, L.L.C.

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ADOPTED BY THE  
BOARD OF TRUSTEES OF THE  
VILLAGE OF BRADLEY

THIS 28<sup>th</sup> DAY OF June, 2021

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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 28<sup>th</sup> day of June, 2021.

**RESOLUTION NO. R-6-21-3**

**A RESOLUTION AUTHORIZING AN EASEMENT AMENDMENT AGREEMENT  
BETWEEN THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, AND  
CSL BEHRING, L.L.C.**

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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 Corporate Authorities of the Village are authorized to enter into contracts in the name of the Village for corporate purposes; and

**WHEREAS**, the Village is the present owner of certain property located within the corporate boundaries of the Village, which property is legally described as: "Lot 1 of Bradley North Industrial Park 1st Addition" and presently bears the PIN: 17-09-20-417-001 (the "Village Property"); and

**WHEREAS**, CSL Behring, L.L.C. ("CSL") presently possesses certain rights to use part of the Village Property for the purposes of maintaining and operating a sanitary sewer line (the "Existing Easement"); and

**WHEREAS**, CSL now wishes to relocate its easement rights to another location on the Village Property; and

**WHEREAS**, CSL is willing to remove all existing sewer improvements from the Existing Easement and fully restore the Existing Easement area; and

**WHEREAS**, the Corporate Authorities of the Village have determined that it is in the best interests of the Village and its citizens to permit CSL to relocate the Existing Easement, as requested, because the proposed new location for the easement will permit the Village to better utilize the Village Property; and

**WHEREAS**, the Village and CSL have negotiated an easement amendment agreement, a copy of which is attached hereto as Exhibit A and fully incorporated herein (the "Agreement"), on terms that the Corporate Authorities of the Village have determined to be fair and reasonable; and

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

**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 terms and provisions of the proposed Agreement (Exhibit A) between the Village and CSL are fair, reasonable, and acceptable to the Village. The Corporate Authorities of the Village hereby approve the Agreement in form and substance and further authorize and direct the Village President to execute, and the Village Clerk to attest, said Agreement, and further to take any additional actions, including but not limited to the execution of any additional documents, that the Village President deems necessary to fully effectuate the intent of the Corporate Authorities as set forth in this Resolution, which is to enter into the Agreement with CSL.

**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.

**PASSED** by the Board of Trustees on a roll call vote on the 28<sup>th</sup> day of June, 2021.

**TRUSTEES:**

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

**VILLAGE PRESIDENT:**

MICHAEL WATSON      Aye -           Nay -           Absent -

TOTALS: Aye - 5 Nay - ~~0~~ Absent - ~~0~~ I-obstain

ATTEST:

Julie Tambling  
JULIE TAMBLING, VILLAGE CLERK

APPROVED this 28<sup>th</sup> day of June, 2021.

Michael Watson  
MICHAEL WATSON, VILLAGE PRESIDENT

ATTEST:

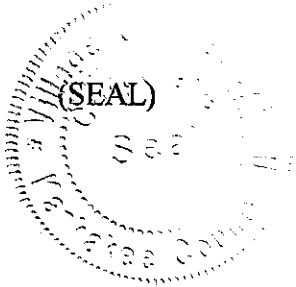
Julie Tambling  
JULIE TAMBLING, VILLAGE CLERK

STATE OF ILLINOIS            )  
  )  
COUNTY OF KANKAKEE        )        §§

I, Julie Tambling, Village Clerk of the Village of Bradley, County of Kankakee and State of Illinois, DO HEREBY CERTIFY that the attached is a true, perfect, and complete copy of Resolution number R-21-3, "A RESOLUTION AUTHORIZING AN EASEMENT AMENDMENT AGREEMENT BETWEEN THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, AND CSL BEHRING, L.L.C.," which was adopted by the Village Corporate Authorities at a meeting held on the 28<sup>th</sup> day of June, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand in the Village of Bradley, County of Kankakee and State of Illinois, on this 28<sup>th</sup> day of June, 2021.

Julie Tambling  
\_\_\_\_\_  
JULIE TAMBLING, VILLAGE CLERK



# **EXHIBIT A**

## EASEMENT AMENDMENT AGREEMENT

This Easement Amendment Agreement (“Agreement”) is entered into by and between the **Village of Bradley**, an Illinois municipal corporation with a primary business address of 147 S. Michigan Avenue, Bradley, Illinois (the “Village”), and **CSL Behring, L.L.C.**, a Delaware limited liability company with a primary business address of 1201 N. Kinzie Ave., Bradley, Illinois 60915 (“CSL”). The Village and CSL may be hereinafter referred to individually as a “Party” or collectively as the “Parties,” where appropriate.

### RECITALS

**WHEREAS**, the Village is the present owner of the property that is legally described as: “Lot 1 of Bradley North Industrial Park 1st Addition” and presently bears the PIN: 17-09-20-417-001 (the “Village Property”).

**WHEREAS**, CSL Behring, L.L.C. (“CSL”) presently possesses certain rights to use part of the Village Property for the purposes of maintaining and operating a sanitary sewer line (the “Existing Easement”); and

**WHEREAS**, CSL now wishes to relocate its easement rights to another location on the Village Property; and

**WHEREAS**, CSL is willing to remove all existing sewer improvements from the Existing Easement and fully restore the Existing Easement area; and

**WHEREAS**, the Corporate Authorities of the Village are willing to relocate CSL’s easement rights to a new location on the Village Property that is acceptable to both the Village and CSL.

**NOW THEREFORE**, in consideration of the representations and promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

### AGREEMENT

#### **1 General Provisions.**

- 1.1 Recitals Incorporated.** The Parties agree and affirm that all of the recitals set out above are true, accurate, and complete. All such recitals are hereby incorporated by reference herein and made a part hereof.
- 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.

## **2 Release of Existing Easement.**

- 2.1 Written Release.** CSL agrees to execute the written Release of Easement that is attached hereto as Exhibit 1 and fully incorporated herein. The Village shall have the right to record said release at any time after the effective date of this Agreement.
- 2.2 Engineering Estimate; Performance Bond.** Within thirty (30) days after the Effective Date of this Agreement, CSL shall submit to the Village an engineer's estimate of costs for the removal of all sanitary sewer improvements and all related improvements located in the Existing Easement area and the full restoration of such area, which estimate must be approved, in writing, by the Village Engineer. Within seven (7) days after CSL's estimate of costs has been approved by the Village Engineer, CSL shall provide the Village with post a performance bond in a form acceptable to the Village, in an amount equal to 125% of the total amount of the estimate.
- 2.3 Removal of Existing Improvements.** Within one hundred and eighty (180) days after the Effective Date of this Agreement, CSL will, at its sole expense, remove all sanitary sewer improvements and all related improvements from the Existing Easement area. Excluding ordinary wear and tear, the Existing Easement area shall be returned as near as possible to its original condition. CSL shall leave the Existing Easement area in a neat and clean condition.
- 2.4 Temporary Construction Easement.** The Village agrees to execute and record the Grant of Temporary Construction Easement attached hereto as Exhibit 2 and fully incorporated herein.

## **3 Grant of New Easement.**

- 3.1 Grant of Easement.** The Village agrees to execute and record the Grant of Sanitary Sewer Easement that is attached hereto as Exhibit 3 and fully incorporated herein (the "New Easement").
- 3.2 Condition of the Village Property.** The Village has made no representations or warranties of any kind or nature whatsoever, whether written or oral, concerning the condition of the Village Property or the New Easement area or the suitability of the Village Property or the New Easement area for any particular purpose, including but not limited to the suitability of the New Easement area for sanitary sewer purposes. In entering into this Agreement, CSL has relied solely upon such independent investigations of the condition of the Village Property and the New Easement area as CSL has deemed necessary or appropriate in its sole discretion and CSL has not relied upon any statements, representations or agreements of the Village regarding the conditions of the Village Property and the New Easement area. CSL accepts the New Easement area on an AS IS, WHERE IS basis, with all faults, and the Village has not agreed to undertake any improvements or other work to make the Village Property or the New Easement area suitable for CSL's intended use.
- 3.3 Temporary Construction Easement.** The Village agrees to execute and record the Grant of Temporary Construction Easement attached hereto as Exhibit 2 and fully incorporated herein.



#### 4 Indemnity.

- 4.1 **CSL Indemnification.** CSL shall, to the extent permitted by law, defend, indemnify and hold harmless the Village and all of the Village's elected and appointed officials, employees, agents, attorneys, and volunteers (collectively, the "Village Parties"), from and against all loss, damage, expense, liability, and other claims, including court costs and attorneys' fees (collectively, "Liabilities"), resulting from or related to (i) CSL's breach of any term of this Agreement; (ii) any injury to or death of persons caused or allegedly caused by CSL's activities, or those of its employees, contractors, and/or agents, on the Village Property, however described; and (iii) damage to or loss of property caused or allegedly caused CSL's activities, or those of its employees, contractors, and/or agents, on the Village Property, however described, except to the extent that any such Liability is caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Village or any of the Village Parties
- 4.2 **Village Indemnification.** Village shall, to the extent permitted by law, defend, indemnify and hold harmless CSL and all of its directors, officers, employees, agents, and attorneys, (collectively, the "CSL Parties"), from and against all loss, damage, expense, liability, and other claims, including court costs and attorneys' fees (collectively, "Liabilities"), resulting from or related to (i) the Village's breach of any term of this Agreement; (ii) any injury to or death of persons caused or allegedly caused by the Village's activities, or those of its employees, contractors, and/or agents, on the Village Property, however described; and (iii) damage to or loss of property caused or allegedly caused by the Village's activities, or those of its employees, contractors, and/or agents, on the Village Property, except to the extent that any such Liability is caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, CSL or any of the CSL Parties.
- 4.3 **Environmental Indemnification.** CSL shall defend, indemnify, and hold harmless the Village and all of the Village Parties from and against all Liabilities arising out of or relating to the existence of any Hazardous Substance (as defined below) at, on, above, below or near the Existing Easement area and/or the New Easement area to the extent deposited, spilled, leaked, or otherwise caused by CSL or any of its contractors or agents. In the event that CSL becomes aware of the existence, deposit, spill, or leak of any Hazardous Substance on the Village Property, CSL shall notify the Village of the same, in writing, as soon as practicable.
- 4.3.1 "Hazardous Substance" means any chemical, waste or other substance (i) which now or hereafter becomes defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "pollution," "pollutants," "regulated substances," or words of similar import under any environmental laws of the United States, the State of Illinois, the County of Kankakee, or the Village, (ii) which is declared to be hazardous, toxic, or polluting by any governmental authority of competent jurisdiction, (iii) exposure to which is now or hereafter

prohibited, limited or regulated by any governmental authority of competent jurisdiction, (iv) the storage, use, handling, disposal or release of which is restricted or regulated by any governmental authority of competent jurisdiction, or (v) for which remediation or cleanup is required by any governmental authority of competent jurisdiction.

- 5 **Insurance.** At all times that CSL, or any of its contractors, is/are conducting any construction, maintenance, or other activities on the Village Property, including but not limited to all removal activities related to the Existing Easement and all construction and maintenance activities related to the New Easement, CSL, or each such contractor, shall maintain, at a minimum, (i) commercial general liability insurance with coverage of at least \$1,000,000 per occurrence and \$4,000,000 annual aggregate, (ii) employer's liability insurance with coverage of at least \$1,000,000, (iii) workers' compensation insurance as required by Applicable Law, but in no event less than \$1,000,000, and (iv) umbrella or excess liability insurance with a limit of \$5,000,000 per occurrence and in the annual aggregate in excess of the limits of all insurance provided immediately above. The Village and all of its elected and appointed officials, employees, agents, attorneys, and volunteers shall be named as additional insureds on each insurance policy required by this Section, and CSL shall provide the Village with certificates evidencing all required policies prior to commencing any work or other activities on the Village Property. CSL may not cancel or fail to renew any policy required hereby without first providing the Village with thirty (30) days written notice.
- 6 **Choice of Law.** The Parties hereby agree and affirm that this Agreement is made under and shall be subject to and interpreted in accordance with the laws of the State of Illinois without the application of any of that state's conflicts of laws principles.
- 7 **Choice of Forum.** The Parties, to the fullest extent permitted by law, hereby knowingly, intentionally, and voluntarily submit to the exclusive personal 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 Agreement. Further, the Parties 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 federal court.
- 8 **Miscellaneous.**
  - 8.1 **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 CSL, 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

**With a copy to:**

Spesia & Taylor  
1415 Black Road  
Joliet, Illinois 60435  
Attn: Jeffrey S. Taylor

**If to CSL:**

CSL Behring, L.L.C.  
1201 N. Kinzie Ave  
Bradley, Illinois 60915  
Attn: SVP, General Manager

- 8.2 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.
- 8.3 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.
- 8.4 Effective Date.** This Agreement shall become effective upon the first date it has been executed by all of the Parties (the "Effective Date").
- 8.5 Binding Authority.** The individuals that execute this Agreement on behalf of the Village and CSL, 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.
- 8.6 Successors and Assigns.** This Agreement shall bind and inure to the benefit of the Parties and their respective successors and assigns.
- 8.7 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.
- 8.8 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.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the dates herein stated.

**THE VILLAGE OF BRADLEY**

\_\_\_\_\_

BY: Michael Watson

ITS: President

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

**CSL BEHRING, L.L.C.**

\_\_\_\_\_

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

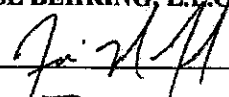
Date: \_\_\_\_\_

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.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the dates herein stated.

**THE VILLAGE OF BRADLEY**

\_\_\_\_\_  
BY: Michael Watson  
ITS: President  
Date: \_\_\_\_\_

**CSL BEHRING, L.L.C.**  
  
\_\_\_\_\_  
BY: José Gonzalez  
ITS: SVP & GM  
Date: 6/25/2021

**ACKNOWLEDGMENT**

STATE OF ILLINOIS            )  
  ) §§  
COUNTY OF KANKAKEE        )

I, \_\_\_\_\_ a Notary Public in and for the State and County aforesaid, do hereby certify that Michael Watson, 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 \_\_\_ day of \_\_\_\_\_ 20\_\_ .

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

My Commission Expires: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF Illinois )  
                                  ) §§  
COUNTY OF Kankakee )

I, Sarah J. Memenga Notary Public in and for the State and County aforesaid, do hereby certify that Jose Gonzalez, SVP, General Manager of CSL Behring, L.L.C., 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 CSL Behring, L.L.C., for the uses and purposes therein set forth.

Given under my hand and notarial seal this 25 day of June 2021

Sarah J. Memenga  
Notary Public

My Commission Expires: July 3, 2023



# **EXHIBIT 1**



PIN: 17-09-20-417-001

*Prepared by and return to:*

Michael A. Santschi  
**SPEZIA & TAYLOR**  
1415 Black Road  
Joliet, Illinois 60435

*With a copy to:*

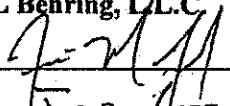
The Village of Bradley  
147 S. Michigan Avenue  
Bradley, Illinois 60915  
Attn: Community Development Director

(Recorder's use only)

**RELEASE OF RIGHTS**

CSL Behring, L.L.C. hereby knowingly, intentionally, and voluntarily releases and forfeits any and all rights that it may have, whether by grant, prescription, or otherwise, to access or use that property of the Village of Bradley that is legally described as: "Lot 1 of Bradley North Industrial Park 1st Addition" and presently bears the PIN: 17-09-20-417-001 (the "Subject Property"). CSL Behring, LLC, further grants and re-conveys all such rights in the Subject Property back to the Village.

CSL Behring, L.L.C.

By:   
JOSE GONZALEZ

Its: SVP + GM

**ACKNOWLEDGMENT**

STATE OF Illinois )  
COUNTY OF Kankakee ) §§

I, Sarah J. Memenga Notary Public in and for the State and County aforesaid, do hereby certify that Jose Gonzalez, SVP, General Manager of CSL Behring, L.L.C., 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 CSL Behring, L.L.C., for the uses and purposes therein set forth.

Given under my hand and notarial seal this 25 day of June 2021

Sarah J. Memenga  
Notary Public

My Commission Expires: July 3, 2023

(Seal)



# **EXHIBIT 2**

PIN: 17-09-20-417-001

*Prepared by and return to:*

Michael A. Santschi  
**SPESIA & TAYLOR**  
1415 Black Road  
Joliet, Illinois 60435

*With a copy to:*

The Village of Bradley  
147 S. Michigan Avenue  
Bradley, Illinois 60915  
Attn: Community Development Director

*(Recorder's use only)*

### **GRANT OF TEMPORARY CONSTRUCTION EASEMENT**

The Grantor, the **Village of Bradley**, an Illinois municipal corporation with a principal business address of 147 S. Michigan Avenue, Bradley, Illinois 60915, and the 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 **CSL Behring, L.L.C.**, a Delaware limited liability company with a primary business address of 1201 N. Kinzie Ave., Bradley, Illinois 60915 (the "Grantee"), the following rights:

1. **Temporary Construction Easement:** Temporary and non-exclusive easement permission and authority in, on, along, thru, over, and across those parts of the Grantor's premises as are legally described and depicted on Exhibit A, 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 (i) the removal of all sanitary sewer improvements and all related improvements incidental and appurtenant thereto from that part of the TCE that is identified as "Area 1" on Exhibit A and (ii) the installation and construction of a 30 inch in diameter sanitary sewer line, along with all appurtenances and equipment necessary therefor and incidental thereto on, over, under, across and through that part of the TCE that is identified as "Area 2" on Exhibit A and coextensive with the permanent utility easement contemporaneously granted to Grantee by Grantor (collectively 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 eighteen (18) months from the date of execution or upon completion of the Project, whichever occurs sooner. Upon the expiration of the term of the TCE pursuant to this paragraph, 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.

2. 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.
3. Grantor hereby reserves the right at all times to use the surface and subsurface of the TCE for Grantor's operations in such manner as Grantor deems necessary or appropriate, as long as such use does not unduly disturb, endanger, damage, or interfere with Grantee's use of the TCE as permitted by this grant of easement.
4. 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.
5. 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.
6. 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.
7. Grantee shall pay for all damage to annual crops, fences, trees and other existing improvements located on the property of Grantor as may arise from the exercise of the rights herein granted in connection with the removal of existing sewer improvements and the installation and maintenance of the new sanitary sewer line and Grantee's use of any of Grantor's lands adjacent to the Easement Area during such construction or maintenance. Said damages, if not mutually agreed upon, shall be determined by three disinterested persons, one to be appointed by the owner of the crops, fence, tree, or improvements, one by the Grantee, and the third by the two persons aforesaid; and the award of such three arbitrators, or any two of them, in writing, shall be final. The cost of such arbitration shall be borne equally by the owner of the crops, fence, tree, or improvements and the Grantee.
8. 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 grant of easement contains all the terms and conditions applicable to the TCE, 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.

9. 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 \_\_\_\_\_ day of \_\_\_\_\_, 2021.

GRANTOR:

\_\_\_\_\_

By: Michael Watson

Its: President

**ACKNOWLEDGMENT**

STATE OF ILLINOIS                    )  
  ) §§  
COUNTY OF KANKAKEE            )

I, \_\_\_\_\_ a Notary Public in and for the State and County aforesaid, do hereby certify that Michael Watson, 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 \_\_\_ day of \_\_\_\_\_ 20\_\_.

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

My Commission Expires: \_\_\_\_\_

*(Seal)*

# **Exhibit A**

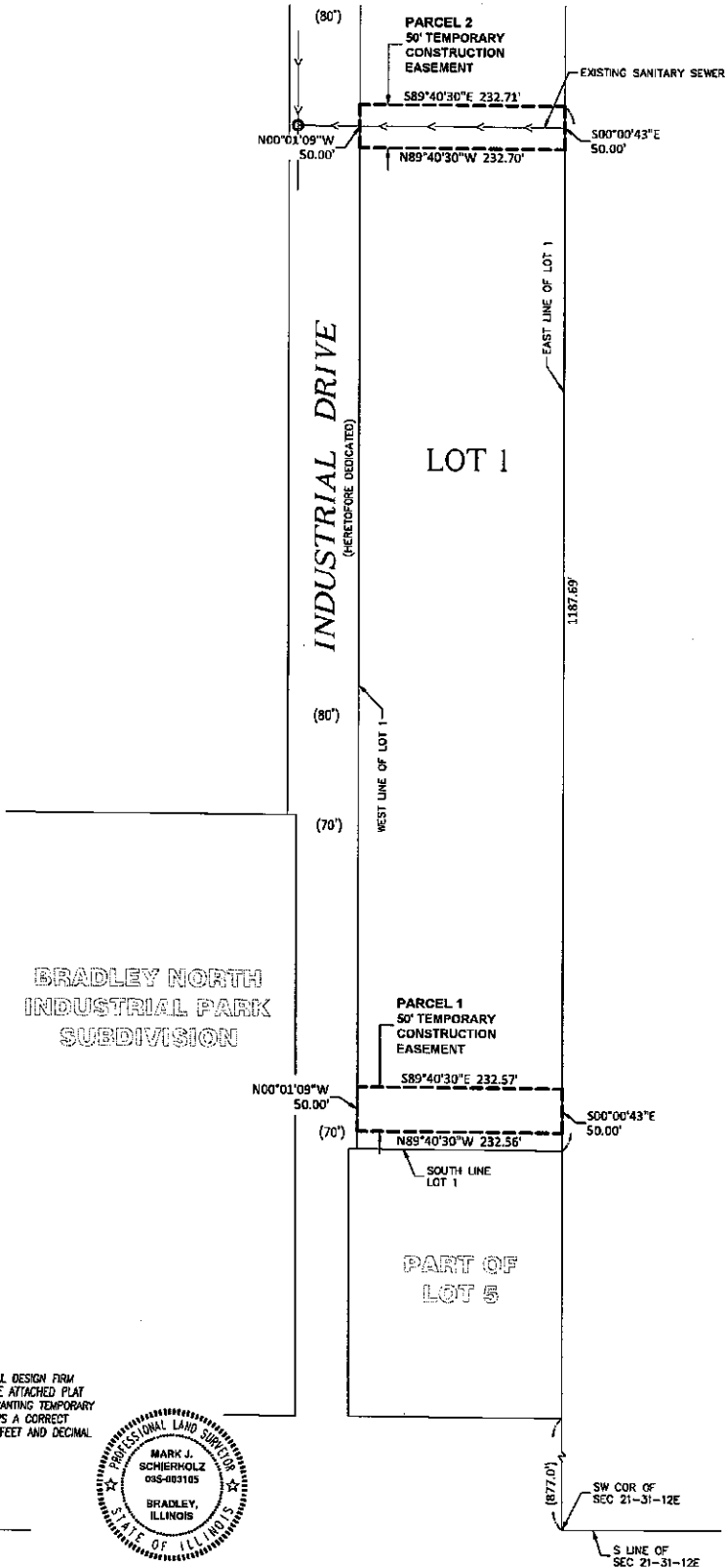


# PLAT OF EASEMENT

FOR  
TEMPORARY CONSTRUCTION EASEMENT  
OVER

PARCEL 1: THE NORTH 50.00 FEET OF THE SOUTH 70.00 FEET OF LOT 1 IN BRADLEY NORTH INDUSTRIAL PARK FIRST ADDITION, A RESUBDIVISION OF LOT 4, AND PART OF LOT 5 OF BRADLEY NORTH INDUSTRIAL PARK, AND PART OF THE EAST HALF OF SECTION 20, TOWNSHIP 31 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANKAKEE COUNTY, ILLINOIS.

PARCEL 2: THE NORTH 50.00 FEET OF THE SOUTH 1187.69 FEET OF LOT 1 IN BRADLEY NORTH INDUSTRIAL PARK FIRST ADDITION, A RESUBDIVISION OF LOT 4, AND PART OF LOT 5 OF BRADLEY NORTH INDUSTRIAL PARK, AND PART OF THE EAST HALF OF SECTION 20, TOWNSHIP 31 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANKAKEE COUNTY, ILLINOIS.

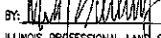


BRADLEY NORTH  
INDUSTRIAL PARK  
SUBDIVISION

STATE OF ILLINOIS }  
COUNTY OF KANKAKEE } SS

M. GINGERICH, GERAUX AND ASSOCIATES, ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184.001808, HEREBY CERTIFIES THAT IT HAS PREPARED THE ATTACHED PLAT FROM OFFICIAL PLATS AND RECORDS, FOR THE PURPOSE OF GRANTING TEMPORARY CONSTRUCTION EASEMENT AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID VACATION. DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

DATED: JUNE 22nd, 2021 AT BRADLEY, ILLINOIS

BY:   
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003105  
MY LICENSE EXPIRES 11-30-2022



<b>MGA</b> CIVIL ENGINEERING SURVEYING	
M GINGERICH GERAUX & ASSOCIATES Professional Design Firm License # 184.001808 P. 815-939-4921 www.mg2a.com F. 815-939-9810 240 N. INDUSTRIAL DRIVE   BRADLEY, IL. 60915	
ORDERED BY: CSL BEHRING	DR. BY: CAG
JOB NUMBER: 20-934	FIELD WORK COMPLETED: -
SB: P:	

10/10/2014

# **EXHIBIT 3**

PIN: 17-09-20-417-001

*Prepared by and return to:*

Michael A. Santschi  
**SPESIA & TAYLOR**  
1415 Black Road  
Joliet, Illinois 60435

*With a copy to:*

The Village of Bradley  
147 S. Michigan Avenue  
Bradley, Illinois 60915  
Attn: Community Development Director

(Recorder's use only)

### GRANT OF UTILITY EASEMENT

The Village of Bradley, an unit of local government located in Kankakee County, Illinois, (the "Grantor"), 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, does hereby grant, bargain, sell, and convey unto CSL Behring, L.L.C. (the "Grantee"), its successors and assigns, the perpetual, full, free, and non-exclusive right, privilege, authority, and easement to install, construct, establish, operate, maintain, protect, repair, alter, replace, move, abandon, access, inspect or remove a 30 inch in diameter sanitary sewer line, along with all appurtenances and equipment necessary therefor and incidental thereto, on, over, under, across and through that certain property of the Grantor as is legally described and depicted on Exhibit A, attached hereto and fully incorporated herein (the "Easement Area").

To have and to hold said easement, rights, and privileges together with any and all appurtenances thereto in any way belonging unto Grantee, its successors, grantees and assigns, forever or until such time as Grantee, its successors, grantees or assigns, release or relinquish in writing the rights herein granted. Grantor does hereby bind itself and all of 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 easement granted hereby is conditioned and limited as follows:

1. Grantor may, at any time, 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; provided that Grantor shall not construct or maintain or permit to be constructed or maintained any house, structure, pond, reservoir, or any other obstruction or structure on, over, under, across or through the Easement Area without Grantee's written consent and Grantor will not substantially change the grade over said Easement Area without Grantee's written consent.
2. Grantor may grant any other person or persons any other easement or easements in any location on Grantor's property, including but not limited to in and immediately adjacent to the Easement Area, provided that any such additional easement(s) are not likely, in Grantor's determination after advance written notice to Grantee, to unduly disturb,

endanger, damage, or interfere with Grantee's use of the Easement Area as permitted by this grant of easement.

3. Grantor hereby acknowledges that it shall not own, control, or hold title to any sanitary sewer improvements that Grantee may install and maintain within the Easement Area including, but not limited to, those as set forth above, or any other equipment, appurtenances or facilities which may be used by Grantee in connection with the Easement Area.
4. Grantee shall, after any excavation or construction in the Easement Area, 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 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.
5. This grant of easement 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.
6. The Easement Area may be used by Grantee's agents, representatives, employees, contractors, and subcontractors for the purposes of and on the terms herein provided.
7. The Grantee shall, at the time of construction and installation of the sanitary sewer line, bury said sewer line at a sufficient depth through cultivated lands so that it will not interfere with ordinary annual crop cultivation on the Grantor's property.
8. Grantee shall pay for all damage to annual crops, fences, trees and other existing improvements located on the property of Grantor as may arise from the exercise of the rights herein granted in connection with the installation and maintenance of the sanitary sewer line and Grantee's use of any of Grantor's lands adjacent to the Easement Area during such construction or maintenance. Said damages, if not mutually agreed upon, shall be determined by three disinterested persons, one to be appointed by the owner of the crops, fence, tree, or improvements, one by the Grantee, and the third by the two persons aforesaid; and the award of such three arbitrators, or any two of them, in writing, shall be final. The cost of such arbitration shall be borne equally by the owner of the crops, fence, tree, or improvements and the Grantee.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

GRANTOR:

\_\_\_\_\_  
By: Michael Watson

Its: President

ACKNOWLEDGMENT

STATE OF ILLINOIS )  
  ) §§  
COUNTY OF KANKAKEE )

I, \_\_\_\_\_ a Notary Public in and for the State and County aforesaid, do hereby certify that Michael Watson, 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 \_\_\_ day of \_\_\_\_\_ 20\_\_.

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

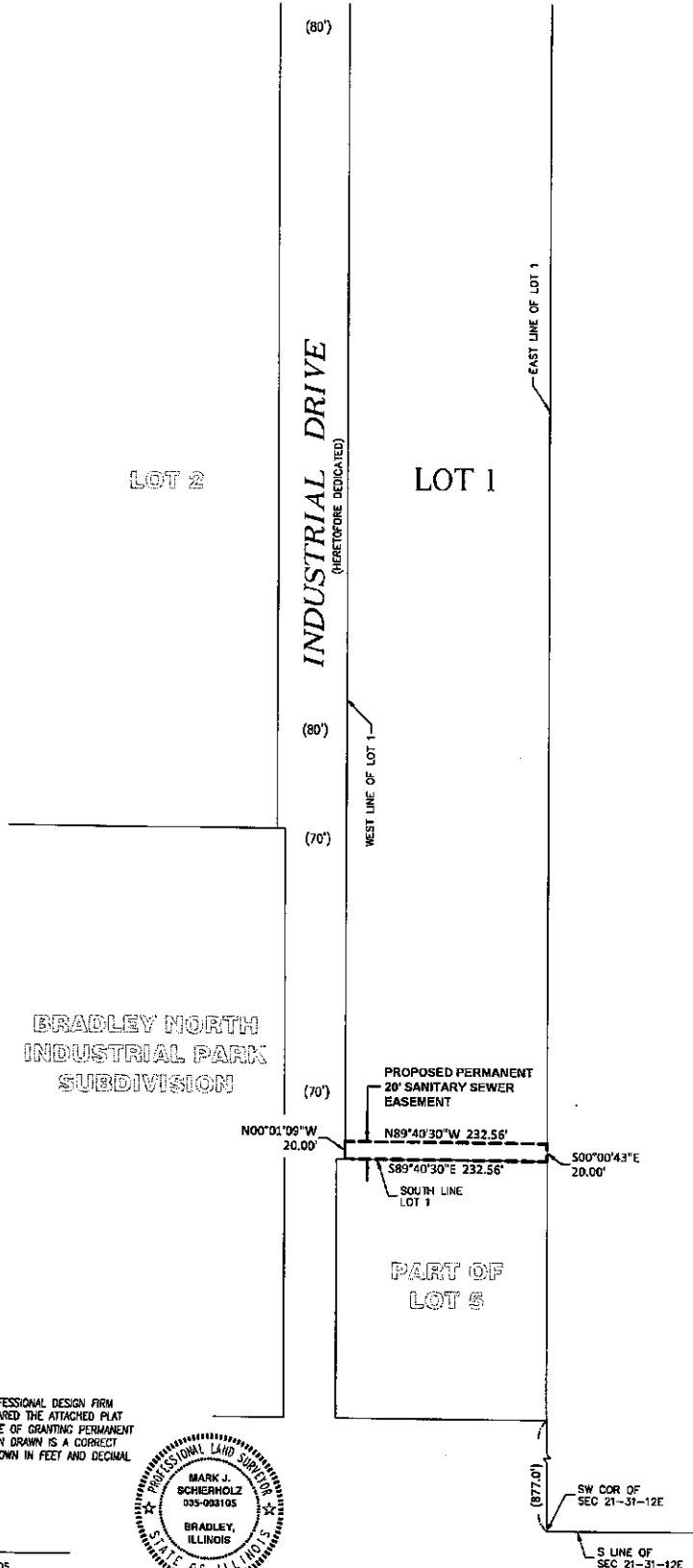
My Commission Expires: \_\_\_\_\_ (Seal)

# **Exhibit A**

# PLAT OF EASEMENT

FOR  
PERMANENT SANITARY SEWER EASEMENT  
OVER

THE SOUTH 20.00 FEET OF LOT 1 IN BRADLEY NORTH INDUSTRIAL PARK FIRST ADDITION, A RESUBDIVISION OF LOT 4, AND PART OF LOT 5 OF BRADLEY NORTH INDUSTRIAL PARK, AND PART OF THE EAST HALF OF SECTION 20, TOWNSHIP 31 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANKAKEE COUNTY, ILLINOIS.



LOT 2

LOT 1

BRADLEY NORTH  
INDUSTRIAL PARK  
SUBDIVISION

PROPOSED PERMANENT  
20' SANITARY SEWER  
EASEMENT


PART OF  
LOT 5



STATE OF ILLINOIS  
COUNTY OF KANKAKEE

M. GINGERICH, GEREUX AND ASSOCIATES, ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184.001808, HEREBY CERTIFIES THAT IT HAS PREPARED THE ATTACHED PLAT FROM OFFICIAL PLATS AND RECORDS, FOR THE PURPOSE OF GRANTING PERMANENT SANITARY SEWER EASEMENT AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID VACATION. DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

DATED: JUNE 22nd, 2021 AT BRADLEY, ILLINOIS

By:   
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003105  
MY LICENSE EXPIRES 11-30-2022



**MGA** CIVIL ENGINEERING  
SURVEYING

M GINGERICH GEREUX & ASSOCIATES  
Professional Design Firm License # 184.001808  
P. 815-939-4921 www.mg2a.com F. 815-939-9810  
240 N. INDUSTRIAL DRIVE | BRADLEY, IL. 60815

ORDERED BY: CSL BEHRING	DR. BY: CAG
JOB NUMBER: 20-384	FIELD WORK COMPLETED: -
	SB: P.