

AGREEMENT ON TAXING DISTRICT STATUS

This Agreement (hereafter referred to as Agreement") is made on the 5 day of October 20 18 (the "Effective Date") by and between Village of Bradley (VILLAGE) and Homestar Bank as Trustee under Trust Number 1049 ("Owner").

WHEREAS, pursuant to 35 ILCS 200/14-45, the Kankakee County Clerk, is authorized to correct errors in the tax assessment books; and

WHEREAS, the Village has exerted jurisdiction over the property(ies) described in **Exhibit A** to this Agreement (hereinafter, referenced as the "Parcel") historically and currently, including but not limited to confirming the Village's jurisdiction and zoning of the Parcel in writing, and requiring permits and compliance with the Village's Ordinances, as applicable; and

WHEREAS, the Parties desire to correct the Kankakee County assessment and related records to recognize the status of the Parcel as a territory annexed to the Village and as such properly included on the Village's tax rolls; avoid the expense of litigation; and avoid the other economic and non-economic burdens of re-affirming the status of the Parcel, which has consistently been recognized as within the Village and appropriately zoned for the current uses for nearly three decades.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the Parties herein contained, the Parties jointly and individually agree as follows.

1) AGREED FACTS

- a) The Village has filed a notice of annexation related to the Parcel, due to the fact that the Parcel is not and has not been included on the Village's tax rolls and the Parties have been unable to locate any historic ordinance annexing the Parcel to the Village.
- b) The Owner has filed for voluntary annexation into the City of Kankakee and that voluntary petition is pending on the date of this Agreement.
- c) The Parcel has previously and historically been treated by the Parties as having been annexed into the Village and has been treated as being within the Village since or before 1965.
- d) The Parties have conducted an extensive investigation to locate any and all prior annexation and zoning documentation related to the Parcel in order to correct Kankakee County's assessment records.
- e) Based upon the Parties' mutual investigation, it appears that the Parcel was annexed to the Village at some time prior to 1965; however, the Parties have been unable to locate the ordinance annexing the Parcel to the Village, and have further been unable to discover any document or witness that could conclusively resolve the question of whether and when the Parcel was annexed to the Village. Nevertheless, it is the Parties' shared belief and understanding, as a result of

their mutual investigation, that the Parcel was previously annexed to the Village and has been treated as annexed to the Village for decades.

- f) As early as 1913, before any annexation of the Parcel into the Village (in or before 1965), when the Parcel was unincorporated, there is evidence that the Parcel was recognized and planned for as an industrial land use .
- g) The earliest Village-created Land Use Map the Parties have been able to locate, dated 1965, shows the Parcel as vacant land within the Village.
- h) The earliest Zoning Map the Parties have been able to locate, dated 1989, shows the Parcel as a part of the Village zoned "M – Industrial."
- i) It appears, based upon the Parties' mutual investigation, that prior to the passage of the Village's Zoning Ordinance the Parcel had been used for industrial purposes and further that since the passage of the Village Zoning Ordinance the Parcel has been used for purposes, including, but not limited to truck storage; a state-permitted solid waste transfer station; recycling; truck maintenance and repair; petroleum storage; and, construction/demolition waste, debris, or materials, scrap metal, and landscape waste non-permanent storage and transfer approved by the Village or permitted by the State of Illinois,. Finally, it appears, based upon the Parties' mutual investigation of all available records, that the present, existing use of the Parcel pre-dated the Village's passage of its Special Use Zoning Ordinance.
- j) In September of 2011, the Village adopted Ordinance O-9-11-3, which approved an updated Zoning Map. Said map reconfirmed the Parties' mutual understanding that the Parcel is a territory annexed to the Village and zoned "M – Industrial." Further, the Parcel is still shown as a territory annexed to the Village and zoned "M – Industrial" on the Village's present Zoning Map (the Village's present Zoning Map is attached hereto for reference as Exhibit B and fully incorporated herein).
- k) Due to an error of unknown origin and cause, the Parcel has not been properly recognized by the Kankakee County Assessor's Office as being located within the boundaries of the Village, and as a result has been omitted from the Village's tax rolls.
- l) Due to said error the Parcel has not been included in the taxing district for the Village and Owner has not received tax statements which included taxes payable to the Village.

2) RESOLUTIONS

- a) The whereas clauses are incorporated into this Agreement as if stated herein.
- b) The Parties do not wish to subject the Parcel to re-annexation or re-zoning as it would cause undue hardship to the Village and Owner by requiring unnecessary expense of time and financial resources of each.
- c) The Parties have thoroughly researched all available historical documents of the Village, the County of Kankakee, and several other sources that routinely retain such documents for historical preservation. Despite such research, the Parties have been unable to locate the annexation ordinance and initial zoning documents related to the Parcel.

- d) The Parties agree that no claim is being made for tax assessments which would have been due had the error noted above not occurred, and that for this reason the Owner shall not be responsible for the payment of any such assessments.
- e) The Parties agree that any taxes assessed upon the Parcel in favor of the Village as a result of this agreement shall begin with the 2018 tax assessment cycle payable in 2019.
- f) The Parties agree that the Parcel is and shall be deemed to be annexed to the Village.
- g) The Parties agree that the Parcel is and shall be deemed to be properly zoned for all existing uses, and that the Parcel shall not be subject to new zoning as a direct result of this Agreement. The Village agrees that it will maintain and recognize such current uses in its planning documentation, including, but not limited to the Village's Comprehensive Plan.
- h) The Village waives its power of eminent domain with respect to this Parcel for twenty-five (25) years.
- i) The Village agrees to take all actions necessary to approve this Agreement as required by law and further that, contemporaneously with final approval and execution of this Agreement, the Village will remove the notice of annexation from further consideration by the Village.
- j) In further consideration of this Agreement, including, but not limited to the re-affirmation of the Parcel's existing uses in compliance with the Village's historical zoning of the Parcel as described in this Agreement, and upon the later of the Village's approval of the Agreement, Mayor's execution of it, and Kankakee County's changing of the taxing districts based on this Agreement, the Owner will withdraw the voluntary annexation petition it filed with the City of Kankakee.
- k) The Village agrees that for twenty-five (25) years from the date all Parties sign this Agreement, if the Village seeks to rezone or down zone the Parcel, or otherwise restrict the use of the Parcel to prevent or reduce the capacity, size or type of current operations, without the consent of the Owner, the Owner has an absolute right to disconnect from the Village and the Village will agree to such disconnection, pursuant to 65 ILCS 5/7-3-4, and Owner agrees to cooperate with the Village to otherwise ensure that the Parcel is assessed by and pays real estate taxes to the Village so long as it remains incorporated in the Village.
- l) This Agreement constitutes a complete and final statement of the terms of the agreement between the Parties. As such, it contains the entire agreement of the Parties and supersedes all prior communications, understandings, and agreements relating to the subject matter hereof, whether oral or written. All modifications of this Agreement shall be in writing and signed by both Parties. If any part of this agreement is struck down or found to be void, then that portion of the recitals, Paragraphs 1)(a)-(j), and 2)(k) survive, and the Village agrees to the Owner's right to disconnect from the Village, pursuant to 65 ILCS 5/7-3-4.

NOW THEREFORE the Parties hereby agree that this Agreement, upon execution by all Parties, shall be presented to the Kankakee County Clerk for his use to correct the taxing district of the Parcel. Thereafter, upon the acceptance of the agreement by the Kankakee County Clerk: (1) the Parcel shall be deemed annexed to

the Village of Bradley and shall continue to be subject to all Ordinances of the Village, including but not limited to the Village Zoning Ordinance; (2) zoning of the Parcel shall remain "M - Industrial" and the current uses are approved for the current zoning; and (3) no further action needs to be taken by the Village to effectuate this Agreement.

Each person whose signature appears below hereby attests that he or she is duly authorized to sign on behalf of and to bind their respective Party, named herein, and further attests that said party agrees to abide by the terms of this Agreement.

VILLAGE OF BRADLEY

X Bruce Adams (signature) 10/12/2018 (date)

BRUCE ADAMS, MAYOR

X Michael Lagesse (signature) 10/12/2018 (date)

MICHAEL LAGESSE, VILLAGE CLERK

PROPERTY OWNER

X [Signature] (signature) 10/5/18 (date)

HOMESTAR BANK AS TRUSTEE UNDER TRUST NUMBER 1049 Dated 5-22-2002

Trust Officer

EXHIBIT A

Commencing at a point on the South line of Liberty Street in the Village of Bradley, Illinois, said point being 730.10 feet West of the intersection of said line with the East line of the Southwest Quarter of Section 28, Township 31 North, Range 12 East of the Third Principal Meridian, in Kankakee County, Illinois; thence South 05 degrees 41 minutes West 436.69 feet to a point on the center line of Soldier Creek; thence South 73 degrees 04 minutes West, 198.66 feet to a point; thence North 05 degrees 41 minutes East, 513.06 feet to a point on the South line of Liberty Street; thence South 84 degrees 20 minutes East, 183.50 feet to the point of beginning.

PIN: 17-09-28-303-036

AGREEMENT ON TAXING DISTRICT STATUS

This Agreement (hereafter referred to as Agreement") is made on the 10 day of Oct 10 2018 (the "Effective Date") by and between Village of Bradley ("Village") and Municipal Trust and Savings Bank as Trustee under Trust Number 0684, its successors and assigns ("Owner").

WHEREAS, pursuant to 35 ILCS 200/14-45, the Kankakee County Clerk, is authorized to correct errors in the tax assessment books; and

WHEREAS, the Village has exerted jurisdiction over the property(ies) described in Exhibit A to this Agreement (hereinafter, referenced as the "Parcel") historically and currently, including but not limited to confirming the Village's jurisdiction and zoning of the Parcel in writing, and requiring permits and compliance with the Village's Ordinances, as applicable; and

WHEREAS, the Parties desire to correct the Kankakee County assessment and related records to recognize the status of the Parcel as a territory annexed to the Village and as such properly included on the Village's tax rolls; avoid the expense of litigation; and avoid the other economic and non-economic burdens of re-affirming the status of the Parcel, which has consistently been recognized as within the Village and appropriately zoned for the current uses for nearly three decades.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the Parties herein contained, the Parties jointly and individually agree as follows.

1) AGREED FACTS

- a) The Village has filed a notice of annexation related to the Parcel, due to the fact that the Parcel is not and has not been included on the Village's tax rolls and the Parties have been unable to locate any historic ordinance annexing the Parcel to the Village.
- b) The Owner has filed for voluntary annexation into the City of Kankakee and that voluntary petition is pending on the date of this Agreement.
- c) The Parcel has previously and historically been treated by the Parties as having been annexed into the Village and has been treated as being within the Village since or before 1965.
- d) The Parties have conducted an extensive investigation to locate any and all prior annexation and zoning documentation related to the Parcel in order to correct Kankakee County's assessment records.
- e) Based upon the Parties' mutual investigation, it appears that the Parcel was annexed to the Village at some time prior to 1965; however, the Parties have been unable to locate the ordinance annexing the Parcel to the Village, and have further been unable to discover any document or witness that could conclusively resolve the question of whether and when the Parcel was annexed to the Village. Nevertheless, it is the Parties' shared belief and understanding, as a result of

their mutual investigation, that the Parcel was previously annexed to the Village and has been treated as annexed to the Village for decades.

- f) As early as 1913, before any annexation of the Parcel into the Village (in or before 1965), when the Parcel was unincorporated, there is evidence that the Parcel was recognized and planned for as an industrial land use .
- g) The earliest Village-created Land Use Map the Parties have been able to locate, dated 1965, shows the Parcel as vacant land within the Village.
- h) The earliest Zoning Map the Parties have been able to locate, dated 1989, shows the Parcel as a part of the Village zoned "M – Industrial."
- i) It appears, based upon the Parties' mutual investigation, that prior to the passage of the Village's Zoning Ordinance the Parcel had been used for industrial purposes and further that since the passage of the Village Zoning Ordinance the Parcel has been used for purposes, including, but not limited to truck storage; a state-permitted solid waste transfer station; recycling; truck maintenance and repair; petroleum storage; and, construction/demolition waste, debris, or materials, scrap metal, and landscape waste non-permanent storage and transfer approved by the Village or permitted by the State of Illinois,. Finally, it appears, based upon the Parties' mutual investigation of all available records, that the present, existing use of the Parcel pre-dated the Village's passage of its Special Use Zoning Ordinance.
- j) In September of 2011, the Village adopted Ordinance O-9-11-3, which approved an updated Zoning Map. Said map reconfirmed the Parties' mutual understanding that the Parcel is a territory annexed to the Village and zoned "M – Industrial." Further, the Parcel is still shown as a territory annexed to the Village and zoned "M – Industrial" on the Village's present Zoning Map (the Village's present Zoning Map is attached hereto for reference as Exhibit B and fully incorporated herein).
- k) Due to an error of unknown origin and cause, the Parcel has not been properly recognized by the Kankakee County Assessor's Office as being located within the boundaries of the Village, and as a result has been omitted from the Village's tax rolls.
- l) Due to said error the Parcel has not been included in the taxing district for the Village and Owner has not received tax statements which included taxes payable to the Village.

2) RESOLUTIONS

- a) The whereas clauses are incorporated into this Agreement as if stated herein.
- b) The Parties do not wish to subject the Parcel to re-annexation or re-zoning as it would cause undue hardship to the Village and Owner by requiring unnecessary expense of time and financial resources of each.
- c) The Parties have thoroughly researched all available historical documents of the Village, the County of Kankakee, and several other sources that routinely retain such documents for historical preservation. Despite such research, the Parties have been unable to locate the annexation ordinance and initial zoning documents related to the Parcel.

- d) The Parties agree that no claim is being made for tax assessments which would have been due had the error noted above not occurred, and that for this reason the Owner shall not be responsible for the payment of any such assessments.
- e) The Parties agree that any taxes assessed upon the Parcel in favor of the Village as a result of this agreement shall begin with the 2018 tax assessment cycle payable in 2019.
- f) The Parties agree that the Parcel is and shall be deemed to be annexed to the Village.
- g) The Parties agree that the Parcel is and shall be deemed to be properly zoned for all existing uses, and that the Parcel shall not be subject to new zoning as a direct result of this Agreement. The Village agrees that it will maintain and recognize such current uses in its planning documentation, including, but not limited to the Village's Comprehensive Plan.
- h) The Village waives its power of eminent domain with respect to this Parcel for twenty-five (25) years.
- i) The Village agrees to take all actions necessary to approve this Agreement as required by law and further that, contemporaneously with final approval and execution of this Agreement, the Village will remove the notice of annexation from further consideration by the Village.
- j) In further consideration of this Agreement, including, but not limited to the re-affirmation of the Parcel's existing uses in compliance with the Village's historical zoning of the Parcel as described in this Agreement, and upon the later of the Village's approval of the Agreement, Mayor's execution of it, and Kankakee County's changing of the taxing districts based on this Agreement, the Owner will withdraw the voluntary annexation petition it filed with the City of Kankakee.
- k) The Village agrees that for twenty-five (25) years from the date all Parties sign this Agreement, if the Village seeks to rezone or down zone the Parcel, or otherwise restrict the use of the Parcel to prevent or reduce the capacity, size or type of current operations, without the consent of the Owner, the Owner has an absolute right to disconnect from the Village and the Village will agree to such disconnection, pursuant to 65 ILCS 5/7-3-4, and Owner agrees to cooperate with the Village to otherwise ensure that the Parcel is assessed by and pays real estate taxes to the Village so long as it remains incorporated in the Village.
- l) This Agreement constitutes a complete and final statement of the terms of the agreement between the Parties. As such, it contains the entire agreement of the Parties and supersedes all prior communications, understandings, and agreements relating to the subject matter hereof, whether oral or written. All modifications of this Agreement shall be in writing and signed by both Parties. If any part of this agreement is struck down or found to be void, then that portion of the recitals, Paragraphs 1)(a)-(j), and 2)(k) survive, and the Village agrees to the Owner's right to disconnect from the Village, pursuant to 65 ILCS 5/7-3-4.

NOW THEREFORE the Parties hereby agree that this Agreement, upon execution by all Parties, shall be presented to the Kankakee County Clerk for his use to correct the taxing district of the Parcel. Thereafter, upon the acceptance of the agreement by the Kankakee County Clerk: (1) the Parcel shall be deemed annexed to

the Village of Bradley and shall continue to be subject to all Ordinances of the Village, including but not limited to the Village Zoning Ordinance; (2) zoning of the Parcel shall remain "M - Industrial" and the current uses are approved for the current zoning; and (3) no further action needs to be taken by the Village to effectuate this Agreement.

Each person whose signature appears below hereby attests that he or she is duly authorized to sign on behalf of and to bind their respective Party, named herein, and further attests that said party agrees to abide by the terms of this Agreement.

VILLAGE OF BRADLEY

X Bruce Adams (signature) 10/12/2018 (date)

BRUCE ADAMS, MAYOR

X Michael J. Lagesse (signature) 10/12/2018 (date)

MICHAEL LAGESSE, VILLAGE CLERK

**SEE EXCULPATORY
RIDER ATTACHED AND
MADE A PART HEREOF**

PROPERTY OWNER

X Carl Bolin ^{Prost TO} (signature) 10/10/18 (date)

MUNICIPAL TRUST AND SAVINGS BANK AS TRUSTEE UNDER TRUST NUMBER 0684

EXHIBIT A

The West 200.0 feet of a tract of land described as that portion of Lot 3 of the Subdivision of Section 28, Township 31 North, Range 12 East of the Third Principal Meridian, in Kankakee County, Illinois: Commencing at the Northwest corner thereof; thence South 84 degrees 20 minutes East, 1113.6 feet to a point on the East line of the Southwest Quarter of said Section 28; thence South 05 degrees 41 minutes West on said line a distance of 132.8 feet to a point on said line; thence South 73 degrees 04 minutes West, a distance of 1205.5 feet to a point on the West line of Lot 3 of said Subdivision in Section 28; thence North 05 degrees 45 minutes East 596.3 feet to the point of beginning; all in Section 28, Township 31 North, Range 12 East of the Third Principal Meridian, in Kankakee County, Illinois, lying North of the center line of Soldier's Creek as platted in survey of Richard A. Tyson, dated June 17, 1960.

PIN: 17-09-28-303-002



Municipal Trust and Savings Bank

EXCULPATORY RIDER

This instrument is executed by Municipal Trust & Savings Bank, as Trustee, under the provisions of a Trust Agreement dated 11-22-94 and known as Trust Number 0684 not personally but solely as Trustee aforesaid, in the exercise of power and authority conferred upon and vested in it as such Trustee. This instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon the written direction of the beneficiaries and/or holder of power of direction of said Trust and Municipal Trust and Savings Bank, warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of the trustee while in form purporting to be the said representations, warranties, covenants, undertakings and agreement of said Trustee is each and every one of them not made with the intention of binding Municipal Trust and Savings Bank, in its individual capacity, but are made and intended solely for the purpose of binding only that portion of the Trust property specifically described herein. No personal liability or personal responsibility is assumed by or nor will at any time be asserted or enforceable against the Municipal Trust and Savings Bank on account of any representations, Warranties, (including but not limited to any representations and/or warranties in regards to potential and/or existent Hazardous Waste) covenants, undertakings and agreements contained in the instrument, (including but not limited to any indebtedness accruing plus interest hereunder) either express or implied or arising in any way out of the transaction in connection with which this instrument is executed, all such personal liability or responsibility, if any, being expressly waived and released, and any liability (including any and all liability for any violation under the Federal and/or state Environmental or Hazardous Waste laws) hereunder being specifically limited to the Trust assets, if any, securing this instrument. Any provision of this instrument referring to a right of any person to be indemnified or held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines, penalties, damages, costs of any nature including attorneys fees and expenses, arising in any way out of the execution of this instrument or in connection thereto is expressly waived and released by all parties to and parties claiming, under this instrument. Any person claiming or any provision of this instrument referring to a right to be held harmless, indemnified or reimbursed for any and all costs, losses and expenses of any nature in connection with the execution of this instrument, will be construed as only a right of redemption out of the assets of the Trust. Notwithstanding anything in this instrument contained, in the event of any conflict between the body of this exoneration and the body of this instrument, the provisions of this paragraph will control. Trustee being fully exempted, nothing herein contained will limit the right of any part to enforce the personal liability of any other party to this instrument.

AGREEMENT ON TAXING DISTRICT STATUS

This Agreement (hereafter referred to as Agreement") is made on the 10 day of October 2018 (the "Effective Date") by and between Village of Bradley (VILLAGE) and Municipal Trust and Savings Bank as Trustee under Trust No. 0799 ("Owner").

WHEREAS, pursuant to 35 ILCS 200/14-45, the Kankakee County Clerk, is authorized to correct errors in the tax assessment books; and

WHEREAS, the Village has exerted jurisdiction over the property(ies) described in Exhibit A to this Agreement (hereinafter, referenced as the "Parcel") historically and currently, including but not limited to confirming the Village's jurisdiction and zoning of the Parcel in writing, and requiring permits and compliance with the Village's Ordinances, as applicable; and

WHEREAS, the Parties desire to correct the Kankakee County assessment and related records to recognize the status of the Parcel as a territory annexed to the Village and as such properly included on the Village's tax rolls; avoid the expense of litigation; and avoid the other economic and non-economic burdens of re-affirming the status of the Parcel, which has consistently been recognized as within the Village and appropriately zoned for the current uses for nearly three decades.

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1) AGREED FACTS

- a) The Village has filed a notice of annexation related to the Parcel, due to the fact that the Parcel is not and has not been included on the Village's tax rolls and the Parties have been unable to locate any historic ordinance annexing the Parcel to the Village.
- b) The Owner has filed for voluntary annexation into the City of Kankakee and that voluntary petition is pending on the date of this Agreement.
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- their mutual investigation, that the Parcel was previously annexed to the Village and has been treated as annexed to the Village for decades.
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 - g) The earliest Village-created Land Use Map the Parties have been able to locate, dated 1965, shows the Parcel as vacant land within the Village.
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 - j) In September of 2011, the Village adopted Ordinance O-9-11-3, which approved an updated Zoning Map. Said map reconfirmed the Parties' mutual understanding that the Parcel is a territory annexed to the Village and zoned "M – Industrial." Further, the Parcel is still shown as a territory annexed to the Village and zoned "M – Industrial" on the Village's present Zoning Map (the Village's present Zoning Map is attached hereto for reference as **Exhibit B** and fully incorporated herein).
 - k) Due to an error of unknown origin and cause, the Parcel has not been properly recognized by the Kankakee County Assessor's Office as being located within the boundaries of the Village, and as a result has been omitted from the Village's tax rolls.
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- l) This Agreement constitutes a complete and final statement of the terms of the agreement between the Parties. As such, it contains the entire agreement of the Parties and supersedes all prior communications, understandings, and agreements relating to the subject matter hereof, whether oral or written. All modifications of this Agreement shall be in writing and signed by both Parties. If any part of this agreement is struck down or found to be void, then that portion of the recitals, Paragraphs 1)(a)-(j), and 2)(k) survive, and the Village agrees to the Owner's right to disconnect from the Village, pursuant to 65 ILCS 5/7-3-4.

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the Village of Bradley and shall continue to be subject to all Ordinances of the Village, including but not limited to the Village Zoning Ordinance; (2) zoning of the Parcel shall remain "M - Industrial" and the current uses are approved for the current zoning; and (3) no further action needs to be taken by the Village to effectuate this Agreement.

Each person whose signature appears below hereby attests that he or she is duly authorized to sign on behalf of and to bind their respective Party, named herein, and further attests that said party agrees to abide by the terms of this Agreement.

VILLAGE OF BRADLEY

X Bruce Adams (signature) 10/12/2018 (date)

BRUCE ADAMS, MAYOR

X Michael J. Lagesse (signature) 10/12/2018 (date)

MICHAEL LAGESSE, VILLAGE CLERK

SEE EXCULPATORY
RIDER ATTACHED AND
MADE A PART HEREOF

PROPERTY OWNER

X [Signature] (signature) 10/10/18 (date)

MUNICIPAL TRUST AND SAVINGS BANK AS TRUSTEE UNDER TRUST NO. 0799

EXHIBIT A

Commencing at a point on the South line of Liberty Street in the Village of Bradley, Illinois, said point being 238.7 feet West of the intersection of said line with the East line of the Southwest Quarter of Section 28, Township 31 North, Range 12 East of the 3rd P.M. in Kankakee County, Illinois; thence South 5 degrees 41 minutes West, 232.15 feet to a point on the center line of Soldier Creek; thence South 73 degrees 04 minutes West, 531.99 feet to a point; thence North 5 degrees 41 minutes East, 426.69 feet to a point on the South line of Liberty Street; thence South 84 degrees 20 minutes East, 491.4 feet to the point of beginning.

PINs: 17-09-28-303-042, 17-09-28-303-041



Municipal Trust and Savings Bank

EXCULPATORY RIDER

This instrument is executed by Municipal Trust & Savings Bank, as Trustee, under the provisions of a Trust Agreement dated 2/4/94 and known as Trust Number C799 not personally but solely as Trustee aforesaid, in the exercise of power and authority conferred upon and vested in it as such Trustee. This instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon the written direction of the beneficiaries and/or holder of power of direction of said Trust and Municipal Trust and Savings Bank, warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of the trustee while in form purporting to be the said representations, warranties, covenants, undertakings and agreement of said Trustee is each and every one of them not made with the intention of binding Municipal Trust and Savings Bank, in its individual capacity, but are made and intended solely for the purpose of binding only that portion of the Trust property specifically described herein. No personal liability or personal responsibility is assumed by or nor will at any time be asserted or enforceable against the Municipal Trust and Savings Bank on account of any representations, Warranties, (including but not limited to any representations and/or warranties in regards to potential and/or existent Hazardous Waste) covenants, undertakings and agreements contained in the instrument, (including but not limited to any indebtedness accruing plus interest hereunder) either express or implied or arising in any way out of the transaction in connection with which this instrument is executed, all such personal liability or responsibility, if any, being expressly waived and released, and any liability (including any and all liability for any violation under the Federal and/or state Environmental or Hazardous Waste laws) hereunder being specifically limited to the Trust assets, if any, securing this instrument. Any provision of this instrument referring to a right of any person to be indemnified or held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines, penalties, damages, costs of any nature including attorneys fees and expenses, arising in any way out of the execution of this instrument or in connection thereto is expressly waived and released by all parties to and parties claiming, under this instrument. Any person claiming or any provision of this instrument referring to a right to be held harmless, indemnified or reimbursed for any and all costs, losses and expenses of any nature in connection with the execution of this instrument, will be construed as only a right of redemption out of the assets of the Trust. Notwithstanding anything in this instrument contained, in the event of any conflict between the body of this exoneration and the body of this instrument, the provisions of this paragraph will control. Trustee being fully exempted, nothing herein contained will limit the right of any part to enforce the personal liability of any other party to this instrument.