

VILLAGE OF BRADLEY

ORDINANCE NO. O-03-25-02

AN ORDINANCE AUTHORIZING
THE EXECUTION OF AN ANNEXATION AGREEMENT
(Millie's World, LLC)

ADOPTED BY THE
BOARD OF TRUSTEES OF THE
VILLAGE OF BRADLEY

THIS 10th DAY OF March, 2025

Published in pamphlet form by the authority of the Board of Trustees of the Village of Bradley,
Kankakee County, Illinois this 10th day of March, 2025.

Prepared By and Return To:
Michael A. Santschi
Spesia & Taylor
1415 Black Road
Joliet, IL 60435
Tel: 815-726-4311

ORDINANCE NO. O-03-25-02

**AN ORDINANCE AUTHORIZING
THE EXECUTION OF AN ANNEXATION AGREEMENT
(Millie's World, LLC)**

WHEREAS, the Corporate Authorities of the Village of Bradley, Kankakee County, Illinois, have the authority to adopt ordinances 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 11-15.1-1 of the Illinois Municipal Code (65 ILCS 5/11-15.1-1), the Village has authority to enter into annexation agreements with the owners of record of unincorporated land; and

WHEREAS, on December 26, 2024, Millie's World, LLC ("Millie's World"), which is the owner of record of certain property located in unincorporated Kankakee County and contiguous to the corporate boundaries of the Village of Bradley (the "Annexation Parcel"), filed a petition requesting that the Village of Bradley annex the Annexation Parcel into the Village pursuant to Section 7-1-8 of the Illinois Municipal Code (65 ILCS 5/7-1-8); and

WHEREAS, Village Staff have negotiated an annexation agreement with Millie's World, a copy of which is attached hereto as Exhibit A and fully incorporated herein (the "Agreement"), whereby the Village and Millie's World each agree, *inter alia*, that the Village will annex the Annexation Parcel; and

WHEREAS, Millie's World is ready, willing, and able to enter into the Agreement; and

WHEREAS, the statutory procedures for the approval of annexation agreements, such as the Agreement in this case, set forth in Division 15.1 of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-15.1-1, *et seq.*), as amended have been fully complied with, including but not limited to the holding of a public hearing before the Village Board on March 10, 2025, after the publication of due notice as required by law; and

WHEREAS, the Corporate Authorities of the Village have determined that the Agreement is fair, reasonable, and acceptable to the Village; and

WHEREAS, the Corporate Authorities of the Village have determined, by the affirmative vote of two-thirds (2/3) of the Corporate Authorities presently holding office, that entering into the Agreement with Millie's World is in the best interests of the Village and its citizens.

NOW THEREFORE, BE IT ORDAINED 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 Ordinance 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 and declare that the proposed Agreement (Exhibit A) between the Village and Millie's World, LLC regarding, *inter alia*, the annexation of the Annexation Parcel is fair, reasonable, and acceptable to the Village. Therefore, the Corporate Authorities of the Village hereby authorize and direct the Village President to execute, and the Village Clerk to attest, said agreement and further to take any and all actions necessary, including but not limited to the execution of any additional documents, to effectuate the intent of this Ordinance, which is to enter into the Agreement with Millie's World.

SECTION 3. The Corporate Authorities of the Village hereby authorize and direct the Village Clerk to record a copy of this Ordinance in the office of the Kankakee Recorder of Deeds, and thereafter to keep a recorded copy hereof in the permanent file of the Village.

SECTION 4. In the event that any provision or provisions, portion or portions, or clause or clauses of this Ordinance 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 Ordinance that may be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clause or clauses.

SECTION 5. That all ordinances, resolutions, motions, or parts thereof, conflicting with any of the provisions of this Ordinance, are hereby repealed to the extent of the conflict.

SECTION 6. That the Village Clerk is hereby directed to publish this Ordinance in pamphlet form.

SECTION 7. That this Ordinance 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 10th day of March, 2025.

TRUSTEES:

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

VILLAGE PRESIDENT:

MICHAEL WATSON Aye – ___ Nay – ___ Absent – ___

TOTALS: Aye – ___ Nay – ___ Absent – ___

ATTEST:



KELLI BRZA, VILLAGE CLERK

APPROVED this 10th day of March, 2025.




MICHAEL WATSON, VILLAGE PRESIDENT

ATTEST:

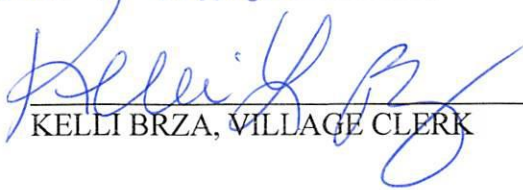


KELLI BRZA, VILLAGE CLERK

STATE OF ILLINOIS)
)
COUNTY OF KANKAKEE) §§

I, Kelli Brza, 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 Ordinance number 0-03-25-02, "AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT (Millie's World)," which was adopted by the Village Corporate Authorities at a meeting held on the 10th day of March, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand in the Village of Bradley, County of Kankakee and State of Illinois, on this 10th day of March, 2025.



KELLI BRZA, VILLAGE CLERK

(SEAL)



Exhibit A

Owner: Millie's World, LLC

Address: 2029 E. 4000 Rd. N.
Bourbonnais, IL 60914

2063 E. 4000 Rd. N.
Bourbonnais, IL 60914

PINs: 17-09-10-300-010
17-09-10-300-002

Prepared By:

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

Return To:

Village Clerk
Village of Bradley
147 S. Michigan Avenue
Bradley, Illinois 60915

(for Recorder's use only)

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT ("Agreement") is made and entered into as of the first date on which it is executed by all Parties hereto (the "Effective Date") by and between the **VILLAGE OF BRADLEY**, an Illinois Municipal Corporation (the "Village"), and **MILLIE'S WORLD, LLC**, an Illinois limited liability company (the "Owner"). The Village and the Owner are hereinafter sometimes individually referred to as a "Party" and collectively referred to as the "Parties" where appropriate.

WITNESSETH:

WHEREAS, the Owner holds legal and/or equitable title to the property, legally described on Exhibit A, which is commonly known as 2029 E. 4000 Rd. N., Bourbonnais, IL 60914, and 2063 E. 4000 Rd. N., Bourbonnais, IL 60914, and which bears the current PINs: 17-09-10-300-010 and 17-09-10-300-002 (the "Subject Property"); and

WHEREAS, the Owner wishes for the Village to annex the Subject Property, as depicted and legally described on the plat of annexation attached hereto as Exhibit B and fully incorporated herein (the "Plat of Annexation"), to the Village; and

WHEREAS, the Subject Property consists of approximately 19.57 acres, is presently situated in the unincorporated area of Bourbonnais Township, Kankakee County, Illinois and is not within the

corporate limits of any municipality; and

WHEREAS, the Subject Property is contiguous to the Village and a written Petition for Annexation has been filed or will be filed with the Village Clerk pursuant to 65 ILCS 5/7-1-8, as amended, which petition has been executed by all of the owners of record of the Subject Property ; and

WHEREAS, there are no electors residing within the Subject Property; and

WHEREAS, as proof of ownership, the Owner has provided the Village with a copy of a title report issued by Kankakee County Title Company dated October 15, 2024, showing ownership and status of title to the Subject Property and confirming that there are no current mortgages, liens, judgments, or other encumbrances of record against the Subject Property; and

WHEREAS, the Owner has further provided the Village with a sworn writing that states that there are not, as of the Effective Date, any mortgages, liens, or other security interests affecting title to the Subject Property or any part thereof; and

WHEREAS, Owner desires to have the Subject Property annexed to the Village pursuant to the terms and conditions hereinafter set forth, and the Village is specifically relying upon all of the Owner's representations set forth herein, those provided as required herein, and specifically those representations regarding existing mortgages, liens, or other security interests, if any, by Owner (if applicable); and

WHEREAS, the annexation of the Subject Property shall extend the corporate limits of the Village as depicted on the Plat of Annexation (Exhibit B); and

WHEREAS, it is the desire of the Village and Owner to enter into an agreement with respect to the annexation of the Subject Property and various other matters, all pursuant to the authority granted to the Village in 65 ILCS 5/11-15.1-1, *et seq.*, as amended, as well as pursuant to Village's police powers; and

WHEREAS, all public hearings, as required by law, have been held by the Village of Bradley Planning and Zoning Commission ("PZC") on the proposed rezoning of the Subject Property, as set forth in this Agreement, and the written findings of fact and recommendations made by said PZC relative to such zoning have been forwarded to the Corporate Authorities of the Village; and

WHEREAS, all public hearings, as required by law have been held by the Corporate Authorities of the Village upon all matters covered by this Agreement, including, but not limited to a public hearing before the Corporate Authorities concerning this Agreement and its effect upon the Village and its applicable ordinances, resolutions, codes, rules, regulations, guidelines, and procedures; and

WHEREAS, the Subject Property is currently served by the Bourbonnais Township Fire Protection District and the Village of Bradley provides fire protection services; and

WHEREAS, the annexation of the Subject Property affected by this Agreement will result in the disconnection of the Subject Property from the Bourbonnais Township Fire Protection District, and as such the Village is required to provide notice of its intent to annex the Subject Property to the Trustees of such fire protection district; and

WHEREAS, the Village does not provide library services, and as such the Village is not required to provide notice of its intent to annex the Subject Property to the Trustees of any public library district; and

WHEREAS, written notice that the Corporate Authorities of the Village of Bradley will consider annexation of the Subject Property pursuant to 65 ILCS 5/7-1-8 has been served by certified mail on the Trustees of the Bourbonnais Township Fire Protection District at their home addresses not less than ten (10) days prior to execution of this Agreement.

WHEREAS, an affidavit certifying that service of notice has been provided in full compliance with the requirements of 65 ILCS 5/7-1-1 will be filed with the Recorder of Deeds of Kankakee County; and

WHEREAS, written notice of the proposed annexation and this Agreement have been provided to the Bourbonnais Township Commissioner of Highways, Board of Town Trustees, Township Supervisor, and Township Clerk in compliance with 65 ILCS 5/7-1-1; and

WHEREAS, the Corporate Authorities of the Village, after due and careful consideration, have concluded that the annexation of the Subject Property, upon the terms and conditions hereinafter set forth, will further the growth of the Village and enable the Village to control the development of the area and serve the best interests of the Village; and

WHEREAS, by a favorable vote of at least two-thirds (2/3) of the Corporate Authorities of the Village then holding office, an Ordinance has heretofore been adopted authorizing the execution of this Agreement.

NOW THEREFORE, in consideration of the foregoing premises and in further consideration of the mutual covenants, conditions, and agreements herein contained, the Village and the Owner hereby agree as follows:

ARTICLE I **INCORPORATION OF PREAMBLE**

The Parties hereby agree and affirm that all of the information contained in the foregoing recitals are true, complete, and material to this Agreement and are therefore incorporated by reference herein and shall constitute a part hereof. The Parties shall fully cooperate with each other in carrying out the terms of this Agreement. All Parties represent that they have the full authority to enter into this Agreement pursuant to law.

ARTICLE II **ANNEXATION OF THE SUBJECT PROPERTY**

Subject to the provisions of 65 ILCS 5/7-1-8, as amended, the Parties agree to do all things necessary and appropriate to cause the Subject Property, as legally described on Exhibit A and depicted on Exhibit B, to be duly and validly annexed to the Village within thirty (30) days following the Effective Date of this Agreement.

ARTICLE III **PLATS OF SUBDIVISION**

The Preliminary Plat of Subdivision, attached hereto as Exhibit C and fully incorporated herein, and the Final Plat of Subdivision, attached hereto as Exhibit D and fully incorporated herein (collectively the "Plats"), for the Subject Property are hereby approved in form and substance by the Village. The

Village hereby agrees to take any and all actions necessary to approve the Plats and authorize recording of the same within thirty (30) days following the Annexation of the Subject Property to the Village. Owner shall be required to comply with the Village's Subdivision Ordinance in connection with the development or subdivision of all or part of the Subject Property. Nothing herein shall be construed to prohibit or limit Owner's right to seek further resubdivision of all or any portion of the Subject Property, subject to compliance with the Village's Subdivision Ordinance then in effect.

ARTICLE IV
REZONING UPON ANNEXATION

- A. **Zoning Approvals:** The Village hereby agrees to adopt an ordinance rezoning proposed Lot 1 within the Subject Property to a the zoning classification of B-1 (Commercial District), and proposed Lot 2 within the Subject Property to the zoning classification of NR-3 (Single-Family Residence District), in the configuration shown on the Final Plat of Subdivision (Exhibit D) within thirty (30) days following the Annexation of the Subject Property to the Village (the "Zoning Approvals").
- B. **Village Consideration of Zoning Applications.** Except as otherwise explicitly provided in this Article IV, nothing in this Agreement is intended to limit the Village's: (i) legislative discretion with respect to approving or denying the Zoning Approvals; (ii) obligation to take all actions legally necessary to consider the Zoning Approvals, including without limitation the holding of all public hearings and meetings, consideration of all evidence, testimony, and applicable legal standards; and (iii) taking all formal action required to grant or deny the Zoning Approvals.
- C. **Future Rezoning.** Nothing herein shall be construed to prohibit or limit Owner's right to seek further rezoning of all or any portion of the Subject Property, subject to compliance with the Village's Zoning Ordinance then in effect.

ARTICLE V
APPLICABLE ORDINANCES, RESOLUTIONS, CODES,
RULES, REGULATIONS, GUIDELINES, PROCEDURES AND LAWS

The Parties agree, acknowledge, and affirm that there is no agreement between the Parties that any ordinance, resolution, rule, code, regulation, guideline, or procedure of the Village is or shall be deemed to be frozen, modified, or abrogated in any way; rather, the Parties expressly understand and agree that, beginning on the Effective Date, the Subject Property is and shall remain subject to all ordinances, resolutions, rules, codes, regulations, guidelines, and/or procedures of the Village as amended from time to time.

ARTICLE VI
DEFECTS IN ANNEXATION AND ZONING

In the event that any of the annexation, platting, and/or zoning of the Subject Property are in any way deemed to be defective or overturned by any competent authority, the Parties agree that they will do all things necessary and appropriate, including holding public hearings and passing or adopting ordinances and resolutions, to cure any and all defects and to cause the Subject Property to be validly annexed to the Village, subdivided as shown on the Plats, and granted the Zoning Approvals.

ARTICLE VII
CONTINUATION OF CURRENT USES

Portions of the Subject Property are presently used for one single family residential use, farming and other agricultural uses. In reviewing the Petition for Annexation and this Annexation Agreement, the Village gave due consideration to the continuation of such current uses. Upon the execution of this Agreement, the one single family residential use and all presently existing farming/agricultural uses on or over the Subject Property shall be deemed to be permitted legally non-conforming uses under the Village's Zoning Ordinance and Subdivision Control Ordinance. All such uses shall be subject to all applicable Village Regulations to the same extent as other permitted legal-nonconforming uses within the Village.

ARTICLE VIII
PROPERTY TAX ABATEMENTS

As of the Effective Date, the Owner has no plans to develop the Subject Property and intends to continue using it for agricultural purposes. Upon Annexation of the Subject Property, the Village agrees to abate all of the Village's real estate tax levy, pursuant to 65 ILCS 5/11-15.1-2(e-5) and 35 ILCS 200/18-184, against the Subject Property so long as the Subject Property (i) remains undeveloped, and (ii) is not put to any non-agricultural use. The Village's obligation to abate taxes for the Subject Property shall cease at the earliest of (a) the expiration or earlier termination date of this Agreement, (b) the first date on which any part of such property is used for non-agricultural purposes, or (c) the date that the Owner or any other person or entity files any request or application for any building permit, plat of subdivision, or other development permit for any part of the Subject Property.

ARTICLE IX
ANNEXATION, SUBDIVISION, RECAPTURE, AND IMPACT FEES; DONATIONS; LICENSES; AND CONTRIBUTIONS

- A. The Village acknowledges, affirms, and represents to the Owner that the Village shall not (i) assess any annexation fees, (ii) demand any donations of land, or (iii) demand any donations of cash in lieu of land solely on account of this Agreement and the annexation of Subject Property to the Village as provided for herein. Owner shall not be subject to any subdivision fees in connection with the subdivision of the Subject Property pursuant to Exhibit C and Exhibit D attached hereto. However, the Owner and Subject Property are and shall remain subject to all current and future generally applicable ordinances of the Village regarding the donation of land or cash in lieu of land, provided such ordinances shall not apply until the Subject Property is developed.
- B. Village acknowledges, affirms, and represents to Owner that as of the Effective Date the Subject Property is not subject to any Village recapture requirement or Village special assessment and that the Subject Property will not become subject to any such requirement or assessment solely by virtue of this Agreement or the Annexation of the Subject Property to the Village.
- C. Owner acknowledges, affirms, and agrees that the Subject Property may be subject to donation requirements and impact fees assessed or imposed by other units of local government that are beyond the control of the Village. The Village makes no representation or warranty regarding the existence, non-existence, interpretation, and/or effect of any such donation requirements and impact fees.

- D. Owner acknowledges, affirms, and agrees that it is and shall be responsible for the payment of any and all fees, taxes, and/or charges assessed by or otherwise owed to the Bourbonnais Township Fire Protection District on account of the annexation of the Subject Property to the Village and/or the disconnection of the Subject Property from said District.

ARTICLE X

OFF-SITE ROAD IMPROVEMENTS AND UTILITY CONNECTIONS

- A. **Off-site Road Improvements.** The Village agrees and affirms that the Owner shall not be required to make any off-site roadway improvements until the earlier of (i) the Owner applies for a building permit, subdivision approval (excepting the approval of the plats attached hereto as Exhibit C and Exhibit D), re-zoning approval, or other Village development permit for the Subject Property or (ii) the Owner otherwise changes the use of the Subject Property. The reference to “building permit” shall not include a building permit for a structure in connection with agriculture uses on the Subject Property, including the improvements to the existing agricultural buildings on the Subject Property, or in connection with the existing single- family residence located on the Subject Property.
- B. **Municipal Sewer System.** The Village agrees and affirms that it will not take any action to require the Owner to extend, connect to, or tap into the Village’s sanitary sewer system until the earlier of (i) the Owner applies for a building permit, subdivision approval (excepting the approval of the plats attached hereto as Exhibit C and Exhibit D), re-zoning approval, or other Village development permit for the Subject Property or (ii) the Owner otherwise changes the use of the Subject Property. The reference to “building permit” shall not include a building permit for a structure in connection with agriculture uses on the Subject Property, including the improvements to the existing agricultural buildings on the Subject Property, or in connection with the existing single-family residence located on the Subject Property.
- C. **Off-Site Road Improvements.** The Village agrees that the Subject Property will not be subject to any special assessments or other taxes relating to improvements made to Larry Power Road and/or Cardinal Drive, including but not limited to signalization costs, within five (5) years from the date of this Agreement.

ARTICLE XI

GENERAL PROVISIONS

- A. **Interest in Subject Property.** Owner represents and warrants to the Village that it is the sole holder of legal and/or equitable title in and to the Subject Property; that no other entity or person currently has any ownership interest in the Subject Property; and that no other entity or person has any possessory or other interest in or right to the Subject Property that could interfere with the operation of this Agreement.
- B. **Successors in Interest; Covenants Run with Land.** This Agreement shall inure to the benefit of and be binding upon the successors in title of the Owner, their respective successors, grantees, lessees, and assigns, and upon successor Corporate Authorities of the Village and successor municipalities. The covenants, agreements, indemnities and other terms and provisions contained in this Agreement touch and concern, are appurtenant to, and shall run with the Subject Property and any portion thereof. Each and every person and entity that, from time to time, acquires any interest or estate in all or any portion of the Subject Property shall acquire such interest or estate

subject to said covenants, agreements, indemnities, and other terms and provisions and, during the period of time that he, she, or it owns such interest or estate, he, she, or it shall be obligated to pay and perform any and all obligations of the Owner applicable to that portion of the Subject Property in which he, she, or it holds any estate or interest, jointly and severally with any and all of the other holders of any interest or estate in all or any portion of the Subject Property who are also responsible for such obligations. As such, this Agreement and all exhibits hereto shall be recorded with the Recorder of Deeds of Kankakee County, Illinois by the Village at Owner's sole cost and expense.

- C. Parties' Faithful Performance. The Parties shall at all times during the term of this Agreement remain liable to one another for the faithful performance of all obligations imposed by this Agreement until such obligations have been fully performed or until the Village has otherwise released the Owner from any or all of such obligations in writing.
- D. No Waiver or Relinquishment of Right to Enforce Agreement. The failure of any Party to this Agreement to insist upon strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other Party imposed, shall not constitute or be construed as a waiver or relinquishment of any Party's rights to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.
- E. Cumulative Remedies. Unless expressly provided otherwise herein, the rights and remedies of the Parties provided for herein shall be cumulative and concurrent and shall include all other rights and remedies available at law or in equity, may be pursued singly, successively or together, at the sole and absolute discretion of the Parties and may be exercised as often as occasion therefore shall arise.
- F. Other Ordinances, Resolutions, Codes, Rules, Regulations, Guidelines, Procedures, and Other Applicable Law. Nothing contained in this Agreement is intended to relieve the Owner of its legal obligations as set forth in the ordinances, resolutions, codes, rules, regulations, guidelines, and/or procedures of the Village, or any other applicable law, as amended from time to time or as may hereinafter be enacted. In addition, wherever this Agreement provides that a particular ordinance, resolution, code, rule, regulation, guideline, or procedure is applicable, said provision shall also automatically include any other applicable laws and any amendments thereto.
- G. Interpretation of Terms. Wherever appropriate in this Agreement, common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular, and plural, as the identity of the Party/person may in the context require.
- H. Section Headings and Subheadings. All section headings or other headings in this Agreement are for the general aid of the reader and shall not limit the plain meaning or applicability of any of the provisions thereunder whether covered by or relevant to such heading or not.
- I. Recording. All ordinances, plats, affidavits, and any other agreements and/or documents including, but not limited to this Agreement shall be recorded by the Village at Owner's sole cost and expense.
- J. Term of Agreement. The use of the phrase, "term of this Agreement", or similar words or phrases in this Agreement shall include any extension of this Agreement and shall not include any period during which the operation of this Agreement is stayed or prevented on account of pending litigation. The term of this Agreement shall be for twenty (20) years from the Effective Date.

K. Owner's Construction Activities.

1. The Owner agrees to defend, indemnify, and hold the Village harmless from any and all claims, causes of action, and/or damages, howsoever described, that may arise out of the Owner's construction activities on and use of the Subject Property during the term of this Agreement, including the payment of reasonable attorneys' fees and court costs, except to the extent that any such claim may arise directly from or be directly caused by the negligent acts or omissions or willful misconduct of the Village or any of the Village's employees, agents, or contractors.
2. The Owner acknowledges and agrees that it is and shall be responsible for any and all damage to any Village, Township, and/or County roadway as may occur during any construction activities on the Subject Property. In the event of any such damage, the governmental authority with jurisdiction over the damaged roadway shall submit a written request for the repair of such roadway to the Owner and the Owner shall fully repair said roadway, at its sole cost and expense, within ninety (90) days.

L. Waiver of Monetary Damages. Owner acknowledges and agrees that no action for any monetary damages shall lie against the Village or any of its elected or appointed officials, employees, and agents, whether in their official or personal capacities, all such actions being explicitly and voluntarily forfeited, released, and waived. Further, the Parties acknowledge and agree that the individuals who are members of the group constituting the corporate authorities of the Village and the corporate authorities of the Owner, if any, are entering into this Agreement in their corporate capacities as members of such group and shall have no personal liability or responsibility in their individual capacities and that the Parties hereby expressly waive any and all claims against said individuals in their individual capacities.

M. Survival of Agreements. The agreements contained herein shall survive the annexation of the Subject Property and shall not be merged or expunged by the annexation of the Subject Property or any part thereof to the Village.

N. Notices. Any notice required or contemplated by this Agreement shall be in writing and shall be either (i) personally delivered or (ii) mailed by (a) U.S. certified mail, return receipt requested and postage pre-paid, or (b) nationally recognized private carrier (such as FedEx or UPS) to the Parties at the following addresses:

If to the Village:

Village of Bradley
147 S. Michigan Avenue
Bradley, Illinois 60915
Attention: Village Clerk

With a copy to:

Spesia & Taylor
1415 Black Road
Joliet, Illinois 60435
Attention: Jeff Taylor
jtaylor@spesia-taylor.com

If to the Owner:

Millie's World, LLC
c/o Bobby Nichols and Kata Nichols
1885 Willowbrook Dr.
Bourbonnais, IL 60914
bobbybear2@hotmail.com

With a copy to:

Tracy, Johnson & Wilson
c/o Kenneth Carlson
2801 Black Road, 2nd Floor
Joliet, IL 60435
kcarlson@tracylawfirm.com

Any notice given pursuant to this Section shall be deemed delivered and effective as follows: (i) if personally delivered, then on the date of such delivery; (ii) if mailed by U.S. certified mail, return receipt requested, postage pre-paid, then on the fifth (5th) business day after it was deposited in said mail; or (iii) if mailed by nationally-recognized private carrier (such as FedEx or UPS), then on the third (3rd) business day after it is deposited with said mail carrier.

- O. **Merger and Integration; Amendments.** This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the Owner and the Village relative to the subject matter hereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Parties hereto, unless authorized in accordance with law and reduced to writing and signed by them. The Owner's approval of any alteration, amendment, change, or addition to this Agreement which only applies to a portion of the Subject Property, will only require the consent and execution by the Owner of such portion of the Subject Property. If the Parties wish to modify this Agreement, the Village shall hold the necessary public hearings. The Village shall not be required to modify this Agreement.
- P. **Future Cooperation; Time of the Essence.** The Parties shall cooperate with one another on an ongoing basis and make every reasonable effort (including, with respect to the Village, the calling of special meetings, the holding of additional public hearings, and the adoption of such ordinances as may be necessary) to further the implementation of the provisions of this Agreement and the intentions of the Parties as reflected by the provisions of this Agreement. Time is of the essence of this Agreement, and of each and every provision hereof, and the Parties shall make every reasonable effort to expedite the subject matters hereof.
- Q. **Severability.** Each provision of this Agreement shall be considered severable. If for any reason any provision is determined to be illegal or unenforceable by any court or other adjudicative body of competent jurisdiction, such illegality or unenforceability shall not affect the legality or enforceability of the remaining provisions of this Agreement; rather, such illegal or unenforceable provision shall be deemed severable herefrom. No Party to this Agreement shall challenge the legality and enforceability of, or assert the illegality or unenforceability of, any provision of this Agreement.

- R. Choice of Law; Choice of Forum. This Agreement is made under and by virtue of the laws of the state of Illinois and shall be construed, interpreted, and applied pursuant thereto without the application of any conflicts of laws principles. Further, the Parties, to the fullest extent permitted by law, hereby knowingly, intentionally, and voluntarily submit to the exclusive personal and subject-matter 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. Therefore, 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 any federal court. In the event of any litigation related to this Agreement, other than the Parties shall each be responsible for its own attorneys' fees and costs of suit, except that the Village can recover any and all court costs and attorney's fees incurred in enforcing any of Owner's defense and indemnity obligations hereunder.
- S. Authority. The Parties represent and warrant that they have the full capacity, right, power, and authority to execute, deliver, and perform this Agreement and that all required actions and approvals as authorized herein have been or will be duly taken and obtained and that this Agreement is fully binding upon, and enforceable against them in accordance with its terms. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto shall be duly authorized to execute the same and shall bind the Parties hereto. The Parties shall fully cooperate with each other in carrying out all of the terms of this Agreement.
- T. No Interpretation Against the Drafter. This Agreement is the product of mutual arms-length negotiation and drafting and each Party has either (i) been represented by legal counsel, or (ii) been made aware of their right to seek legal counsel but has knowingly and voluntarily elected to proceed without the benefit of legal counsel in the negotiation and drafting of this Agreement. Accordingly, the rule of construction which provides that ambiguities in a document shall be construed against the drafter of that document shall have no application to the interpretation and enforcement of this Agreement.
- U. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all together shall constitute a single document.

[Intentionally Blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates set forth below.

THE VILLAGE OF BRADLEY

Michael Watson

By: Michael M. Watson

Its: Village President

Date: March 10 2025

Attest:

[Signature]

(DEPUTY) Village Clerk

Date: March 10th 2025

(seal)

MILLIE'S WORLD, LLC, an Illinois limited liability company

By: Kata Nichols

Its: Manager

Date: _____

STATE OF ILLINOIS)
) §§
COUNTY OF KANKAKEE)

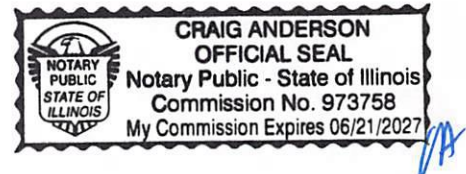
I, Craig Anderson a Notary Public in and for the State and County aforesaid, do hereby certify that Michael Watson, Village President of the Village of Bradley, Kankakee County, Illinois, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before 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 10 day of March 2025.

[Signature]

Notary Public

My Commission Expires: 6/21/2027



My Commission Expires 08/31/2021
Commission No. 93728
Notary Public - State of Illinois
OFFICIAL SEAL
CRAIG ANDERSON



STATE OF _____)
) §§
COUNTY OF _____)

I, _____ a Notary Public in and for the State and County aforesaid, do hereby certify that Kata Nichols, Manager of Millie's World, 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/she signed and delivered the said instrument as his/her free and voluntary act, and as the free and voluntary act of Millie's World, LLC, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____ 20__.

Notary Public

My Commission Expires: _____

EXHIBITS

Exhibit A

Legal Description of the Subject Property

Exhibit B

Plat of Annexation

Exhibit C

Preliminary Plat of Subdivision

Exhibit D

Final Plat of Subdivision

EXHIBIT A

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

TRACT 1: THE SOUTH HALF OF THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 31 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, SITUATED IN KANKAKEE COUNTY, ILLINOIS, EXCEPTING THEREFROM A TRACT OF LAND DESCRIBED AS FOLLOWS, TO WIT: COMMENCING AT THE SOUTHWEST CORNER OF SECTION 10, TOWNSHIP 31 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE RUNNING NORTH 87 DEGREES 20 MINUTES EAST 312 FEET TO A POINT TO BE KNOWN AS THE POINT OF BEGINNING IN CLOSING THIS DESCRIPTION; THENCE NORTH 02 DEGREES 40 MINUTES WEST 185 FEET TO A POINT; THENCE NORTH 87 DEGREES 20 MINUTES EAST 100 FEET TO A POINT; THENCE SOUTH 02 DEGREES 40 MINUTES EAST 185 FEET TO A POINT; THENCE SOUTH 87 DEGREES 20 MINUTES WEST 100 FEET TO THE POINT OF BEGINNING.

TRACT 2: COMMENCING AT THE SOUTHWEST CORNER OF SECTION 10, TOWNSHIP 31 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE RUNNING NORTH 87 DEGREES, 20 MINUTES EAST 312 FEET TO A POINT TO BE KNOWN AS THE POINT OF BEGINNING IN CLOSING THIS DESCRIPTION; THENCE NORTH 02 DEGREES 40 MINUTES WEST 185 FEET TO A POINT; THENCE NORTH 87 DEGREES 20 MINUTES EAST 100 FEET TO A POINT; THENCE SOUTH 02 DEGREES 40 MINUTES EAST 185 FEET TO A POINT; THENCE SOUTH 87 DEGREES 20 MINUTES WEST 100 FEET TO THE POINT OF BEGINNING,

ALL SITUATED IN KANKAKEE COUNTY, ILLINOIS

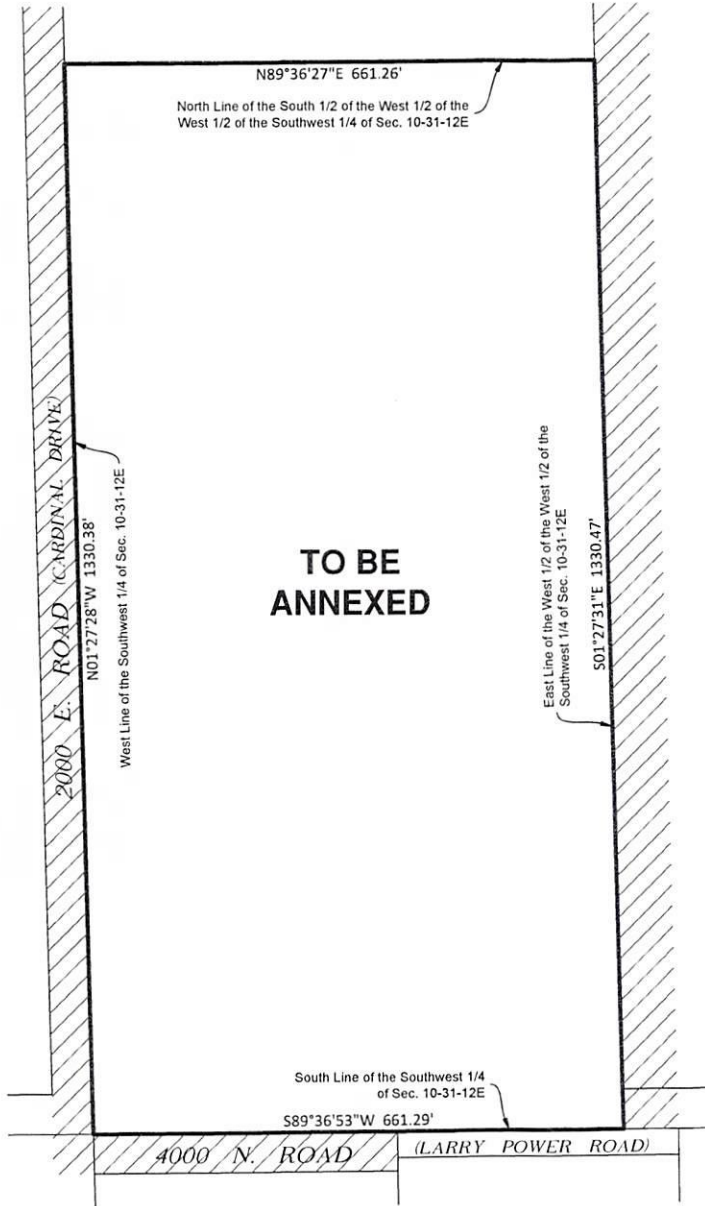
Bearing the current PINs: 17-09-10-300-010 and 17-09-10-300-002.

EXHIBIT B
PLAT OF ANNEXATION

PLAT OF ANNEXATION


TO VILLAGE OF BRADLEY OF

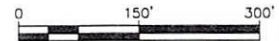
THE SOUTH HALF OF THE WEST HALF OF THE WEST HALF OF THE
SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 31 NORTH, RANGE 12 EAST
OF THE THIRD PRINCIPAL MERIDIAN, SITUATED IN KANKAKEE COUNTY, ILLINOIS.



**TO BE
ANNEXED**

LEGEND

 EXISTING VILLAGE OF BRADLEY CORPORATE LIMITS



SCALE: 1" = 150'

STATE OF ILLINOIS }
COUNTY OF KANKAKEE }SS

WE, M. GINGERICH, GEREAX & ASSOCIATES, PROFESSIONAL DESIGN FIRM NUMBER 184-001808, DO HEREBY CERTIFY THAT THIS PLAT OF ANNEXATION HAS BEEN MADE UNDER OUR SUPERVISION OF THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID ANNEXATION. DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

DATED THIS 17th DAY OF DECEMBER, A.D. 2024.



MARK J. SCHIERHOLZ
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003105
LICENSE EXPIRES NOVEMBER 30, 2026



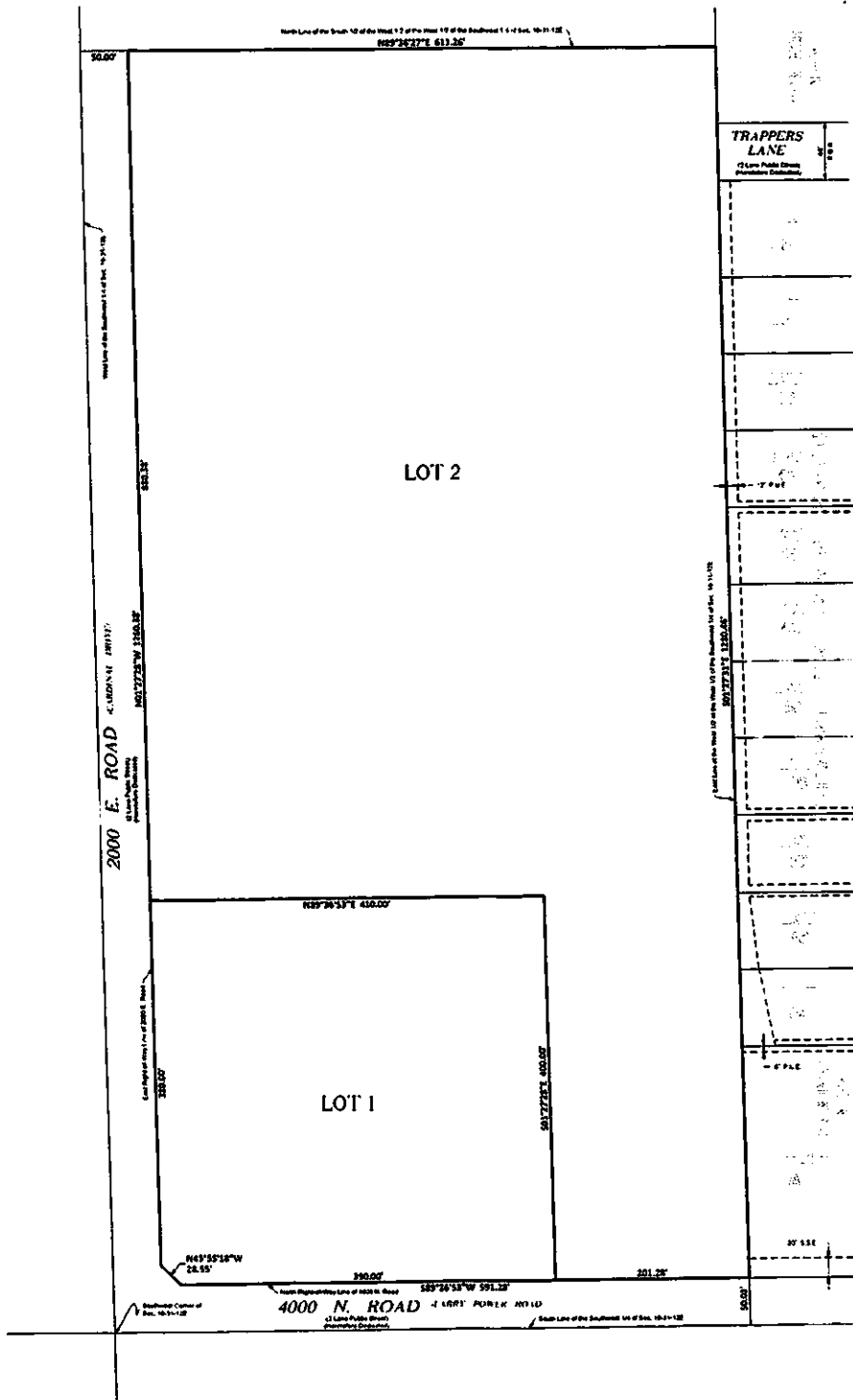
M GINGERICH GEREAX & ASSOCIATES
Professional Design Firm License # 184.001808
P. 815-939-4921 www.mg2a.com F. 815-939-9810
240 N. INDUSTRIAL DRIVE | BRADLEY, IL. 60915

ORDERED BY: VILLAGE OF BRADLEY	
SITE ADDRESS: 2000 E. ROAD & 4000 N. ROAD, BOURBONNAIS, IL	
DRAFTED BY: CAG	SB: N/A
FIELD BY: N/A	PG: N/A
JOB NUMBER: M02-348	

EXHIBIT C

PRELIMINARY PLAT OF SUBDIVISION

PRELIMINARY PLAT MILLIE'S WORLD SUBDIVISION



TRAPPERS LANE
23 Line Public Street
Planetary Ordinance

2000 E. ROAD
4 Line Public Street
Planetary Ordinance

4000 N. ROAD
4 LANE PUBLIC ROAD

LOT #	AREA
1	163,772 sq. ft.
2	618,271 sq. ft.



LEGEND
 --- 10' WIDE EASEMENT
 --- 20' WIDE EASEMENT
 --- PUBLIC UTILITY EASEMENT
 --- 10' WIDE TRIP EASEMENT

LEGAL DESCRIPTION
 BEING A SUBDIVISION OF THE SOUTH HALF OF THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 31 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, SITUATED IN KANEPAUL COUNTY, MISSOURI.

P.J.M. No. 1749-10-300-002
17-09-10-300-0010

ONE ENGINEERING
LAND SURVEYING

MONROE BERTHA & ASSOCIATES
Professional Design Firm License # 184 001406
P. 613-620-8221 www.one.com F. 613-620-8916
2424 N. INDUSTRIAL GROVE | SHADLEY, IL 62210

DESIGNED BY: JAMES R. BERTHA
DRAWN BY: JAMES R. BERTHA
CHECKED BY: JAMES R. BERTHA
DATE: 10/10/17

M02-348

EXHIBIT D

FINAL PLAT OF SUBDIVISION

MILLIE'S WORLD

BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 31 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANKAKEE COUNTY, ILLINOIS.

OWNERSHIP & SCHOOL DISTRICT CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KANKAKEE)

THIS IS TO CERTIFY THAT MILLIE'S WORLD, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY IS THE OWNER OF THE LAND DESCRIBED IN THIS PLAT AND HAS CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED AND PLATTED AS SHOWN HEREON. FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE HEREON INDICATED.

PURSUANT TO 755 ILCS 205/1, THE UNDERSIGNED STATES THAT TO THE BEST OF THEIR KNOWLEDGE AND BELIEF, THE ABOVE DESCRIBED SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE ST. GEORGE SCHOOL DISTRICT #29 AND BRADLEY BOURBONNAIS COMMUNITY HIGH SCHOOL DISTRICT #307 OF KANKAKEE COUNTY, ILLINOIS.

THIS _____ DAY OF _____

BY: _____
ITS MANAGER

NOTARY CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KANKAKEE)

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE OF ILLINOIS, DO HEREBY CERTIFY THAT THE PEOPLE WHOSE SIGNATURES APPEAR IN THE "OWNERSHIP & SCHOOL DISTRICT CERTIFICATE" ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNERS AND THAT THEY APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE PLAT AS SHOWN HEREON AS THEIR OWN FREE AND VOLUNTARY ACT FOR PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL IN KANKAKEE COUNTY, ILLINOIS.

THIS _____ DAY OF _____

NOTARY PUBLIC:

PLANNING COMMISSION CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KANKAKEE)

APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, AT A MEETING HELD ON _____

THIS _____ DAY OF _____

BY: _____
CHAIRMAN

ATTEST: _____
SECRETARY

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KANKAKEE)

I, DAN HENDRICKSON, COUNTY CLERK OF KANKAKEE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT TAXES OR SPECIAL ASSESSMENTS, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THIS PLAT. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PLAT.

THIS _____ DAY OF _____

KANKAKEE COUNTY CLERK

VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KANKAKEE)

APPROVED BY THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS AT A MEETING HELD ON _____

THIS _____ DAY OF _____

BY: _____
PRESIDENT

ATTEST: _____
CLERK

VILLAGE ENGINEER CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KANKAKEE)

APPROVED BY THE VILLAGE ENGINEER OF BRADLEY, ILLINOIS, ON _____

THIS _____ DAY OF _____

JOEL GREER, ENGINEER P.E. #02-042541

SURVEYOR CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KANKAKEE)

THIS IS TO CERTIFY THAT I, MARK J. SCHERHOLZ, AN ILLINOIS PROFESSIONAL LAND SURVEYOR HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

TRACT 1:

THE SOUTH HALF OF THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 31 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, SITUATED IN KANKAKEE COUNTY, ILLINOIS, EXCEPTING THEREFROM A TRACT OF LAND DESCRIBED AS FOLLOWS: TO-WIT: COMMENCING AT THE SOUTHWEST CORNER OF SECTION 10, TOWNSHIP 31 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE RUNNING NORTH 87 DEGREES 20 MINUTES EAST 312 FEET TO A POINT TO BE KNOWN AS THE POINT OF BEGINNING IN CLOSING THIS DESCRIPTION, THENCE NORTH 02 DEGREES 40 MINUTES WEST 185 FEET TO A POINT, THENCE NORTH 87 DEGREES 20 MINUTES EAST 100 FEET TO A POINT, THENCE SOUTH 02 DEGREES 40 MINUTES EAST 185 FEET TO A POINT, THENCE SOUTH 87 DEGREES 20 MINUTES WEST 100 FEET TO THE POINT OF BEGINNING, ALSO EXCEPT THAT PART THEREOF DESCRIBED IN DEED RECORDED AS DOCUMENT NUMBER 202410089 AND ALSO EXCEPT THAT PART THEREOF DEDICATED PER DOCUMENT NUMBER 202034690.

TRACT 2:

A TRACT OF LAND DESCRIBED AS FOLLOWS: TO-WIT: COMMENCING AT THE SOUTHWEST CORNER OF SECTION 13, TOWNSHIP 31 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE RUNNING NORTH 87 DEGREES 20 MINUTES EAST 312 FEET TO A POINT TO BE KNOWN AS THE POINT OF BEGINNING IN CLOSING THIS DESCRIPTION, THENCE NORTH 02 DEGREES 40 MINUTES WEST 185 FEET TO A POINT, THENCE NORTH 87 DEGREES 20 MINUTES EAST 100 FEET TO A POINT, THENCE SOUTH 02 DEGREES 40 MINUTES EAST 185 FEET TO A POINT, THENCE SOUTH 87 DEGREES 20 MINUTES WEST 100 FEET TO THE POINT OF BEGINNING, ALSO EXCEPT THAT PART THEREOF DESCRIBED IN DEED RECORDED AS DOCUMENT NUMBER 202410089.

I DO FURTHER CERTIFY THAT:

- BEARINGS AND DISTANCE (S/D) ARE REFERENCE TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM EAST ZONE N.A.D. 83 (2011 ADJUSTMENT).
- NO PART OF THIS SUBDIVISION IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FIRM MAP NUMBER 1709100212E, DATED 01-20-2010.
- ALL LOT CORNERS WILL BE STAKED (WITH 5/8 INCH BY 24 INCH IRON RODS) OR MARKED ACCORDING TO THE PLAT ACT AS AMENDED.
- ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
- THE ATTACHED PLAT IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION.
- THIS SUBDIVISION CONTAINS 17.36 ACRES.
- THIS SUBDIVISION LIES WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF BRADLEY.

DATE THIS 19th DAY OF DECEMBER, A.D. 2024

MARK J. SCHERHOLZ
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-020310
LICENSE EXPIRES NOVEMBER 30, 2028



LOT #	AREA
1	163,772 sq. ft.
2	618,571 sq. ft.



SCALE: 1" = 60'

- LEGEND
- UNPAID DATA
 - (---) RECORDED DATA
 - P.U.E. PUBLIC UTILITY EXISTENT
 - (---) SHOWN AS PER EXISTENT

MGA CIVIL ENGINEERING
LAND SURVEYING

MONGERICH GEREUX & ASSOCIATES
Professional Design Firm License # 184-021808
P. 815-639-4921 www.mg2a.com F. 815-639-9910
240 N. INDUSTRIAL DRIVE | BRADLEY, IL 60515

ORDERED BY: VILLAGE OF BRADLEY

DATE: 12/19/24
DRAWN BY: EAG

P.L.N. No.: 17-09-10-300-002
17-09-10-300-010

M02-348