

VILLAGE OF BRADLEY

---

ORDINANCE NO. 0-09-23-07

**AN ORDINANCE ANNEXING CERTAIN TERRITORY TO THE  
VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS**  
(Bourbonnais Township Park District -“Perry Farm Park”:  
Common address: 459 Kennedy Dr., Bourbonnais IL also shown  
in the Kankakee County GIS and Property Tax Inquiry Portal as  
1095 W Perry, Bourbonnais IL and 459 N Kennedy Dr,  
Bourbonnais IL)

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ADOPTED BY THE  
BOARD OF TRUSTEES OF THE  
VILLAGE OF BRADLEY

THIS 25 DAY OF September, 2023.

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Published in pamphlet form by the order and authority of the Board of Trustees of the  
Village of Bradley, Kankakee County, Illinois, this 25 day of Sept., 2023.

CERTIFICATE:

  
Julie Tambling, Village Clerk

ORDINANCE NO. 009-2307

**AN ORDINANCE ANNEXING CERTAIN TERRITORY  
TO THE VILLAGE OF BRADLEY, KANKAKEE  
COUNTY, ILLINOIS**

(Bourbonnais Township Park District -“Perry Farm Park”: Common address: 459 Kennedy Dr., Bourbonnais IL also shown in the Kankakee County GIS and Property Tax Inquiry Portal as 1095 W Perry, Bourbonnais IL and 459 N Kennedy Dr, Bourbonnais IL)

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**WHEREAS**, the Village of Bradley (the “Village”) is a non-home rule municipality, organized and operating under the Illinois Municipal Code (65 ILCS 5/1-1-1 et seq.); and

**WHEREAS**, Section 7-1-8 of the Illinois Municipal Code (65 ILCS 5/7-1-8) authorizes the Village to annex any contiguous, unincorporated territory that is owned by the Village; and

**WHEREAS**, the Bourbonnais Township Park District owns certain property, described in Section 2 of this Ordinance and depicted on Exhibit "A" ("Plat of Annexation"), attached hereto and fully incorporated herein. Said property is hereinafter referred to as the "Annexation Territory"; and

**WHEREAS**, the Annexation Territory is not within the corporate limits of any municipality; and

**WHEREAS**, the Annexation Territory is located in unincorporated Kankakee County and contiguous to the corporate boundaries of the Village of Bradley; and

**WHEREAS**, the Village is authorized to annex the Annexation Territory; and

**WHEREAS**, the Annexation Territory is currently or was formerly served by the Village; and

**WHEREAS**, the Bourbonnais Fire Protection District currently serves the Annexation Territory, but at least portions of the Annexation Territory were previously served by the Village; and

**WHEREAS**, upon annexation, the Annexation Territory will be served by the Village of Bradley; and

**WHEREAS**, the Annexation Territory is not located in any public library district, and as such the Village is not required to provide notice of its intent to annex the Annexation Territory to the Trustees of any Public Library District. However, notice was given to the Bourbonnais Library District Board of Trustees and the Bradley Public Library District Board of Trustees as a courtesy; and

**WHEREAS**, the legal owner of the Annexation Territory has entered into a binding and

valid annexation agreement governing the annexation process as applicable; and

**WHEREAS**, all petitions and other documents necessary to accomplish this annexation have been executed and all proper notices have been provided; and

**WHEREAS**, the Corporate Authorities of the Village of Bradley hereby find that the annexation of the Annexation Territory complies with all relevant Sections of the Illinois Municipal Code and that such annexation is in the best interest of the Village and its residents.

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

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

**SECTION 2.** That the Annexation Territory depicted on the Plat of Annexation attached hereto as Exhibit "A" and legally described as follows:

SEE EXHIBIT "B"

Commonly referred to as: "Perry Farm Park"

Common address: 459 Kennedy Dr., Bourbonnais IL also shown in the Kankakee County GIS and Property Tax Inquiry Portal as 1095 W Perry, Bourbonnais IL and 459 N Kennedy Dr, Bourbonnais IL

is hereby annexed to the Village of Bradley, Kankakee County, Illinois.

**SECTION 3.** That the Village President shall, within thirty (30) days of the passage of this Ordinance, (1) record with the Recorder of Deeds of Kankakee County, Illinois, (2) file with the County Clerk of Kankakee County, (3) provide to the election authorities having jurisdiction over the Annexation Territory, and (4) provide to all post office branches serving said Annexation Territory:

- a. A certified copy of this Ordinance; and
- b. A Plat of Annexation as required by law, said plat to be attached to the certified copy of this Ordinance as Exhibit "A"; and
- c. An affidavit certifying that service of notice regarding this Ordinance was properly provided in compliance with 65 ILCS 5/7-1-1.

**SECTION 4.** The provisions of this Ordinance are hereby declared to be severable and should any provision, clause, sentence, paragraph, subparagraph, section, or part of this Ordinance be determined to be in conflict with any law, statute, or regulation by a court of competent jurisdiction, said provision, clause, sentence, paragraph, subparagraph, section, or part shall be excluded and deemed

inoperative, unenforceable, and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid, and in full force and effect. It is hereby declared to be the intent of the Corporate Authorities that this Ordinance would have been adopted had not such unconstitutional or invalid provision, clause, sentence, paragraph, subparagraph, section, or part thereof been included.

**SECTION 5.** That in the event that any provision or provisions, or portion or portions 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 or portions of this Ordinance that may be given effect without such invalid or unenforceable provision or provisions, portion or portions.

**SECTION 6.** All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

**SECTION 7.** A full, true and complete copy of this Ordinance shall be published in book or pamphlet form or in a newspaper published and of general circulation within the Village as provided by the Illinois Municipal Code, as amended.

**SECTION 8.** 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.

**PASSED** by the Board of Trustees on a roll call vote on the 25 day of Sept, 2023.

**TRUSTEES:**

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

**VILLAGE PRESIDENT**

MICHAEL WATSON	Aye-__	Nay-__	Absent-__
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<b>TOTALS:</b>	Aye- <u>6</u>	Nay- <u>0</u>	Absent- <u>0</u>
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[ATTESTATION AND SIGNATURE ON FOLLOWING PAGE]

ATTEST:

Julie Tambling  
JULIE TAMBLING, VILLAGE CLERK

APPROVED this 25 day of Sept, 2023.

Michael Watson  
MICHAEL WATSON, VILLAGE PRESIDENT

ATTEST:

Julie Tambling  
JULIE TAMBLING, VILLAGE CLERK

STATE OF ILLINOIS        )  
  )       SS.  
COUNTY OF KANKAKEE )

I, Julie Tambling, Village Clerk of the Village of Bradley, County of Kankakee and State of Illinois, DO EHEREBY CERTIFY that the attached is a true, perfect, and complete copy of Ordinance number 0092307, "AN ORDINANCE ANNEXING CERTAIN TERRITORY TO THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS (Bourbonnais Township Park District -"Perry Farm Park": Common address: 459 Kennedy Dr., Bourbonnais IL also shown in the Kankakee County GIS and Property Tax Inquiry Portal as 1095 W Perry, Bourbonnais IL and 459 N Kennedy Dr, Bourbonnais IL)" which was adopted by the Village President and Board of Trustees at a meeting held on the 25 day of Sept, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand in the Village of Bradley, County of Kankakee and State of Illinois, on this the 25 day of Sept, 2023.

Julie Tambling  
JULIE TAMBLING, VILLAGE CLERK

**EXHIBIT "A"**  
**(Plat of Annexation)**

**EXHIBIT "B"**  
**(Legal Description)**

That part of the Section of land reserved to Jacques Jonveau at the Treaty of Camp Tippecanoe in the State of Indiana, on October 20, 1832, being the Northwest Fractional Section 30, said land hereby bounded as follows:

Commencing at a point on the North line of said Reservation 19.40 chains West of the Northeast corner of said Reservation in the center of the highway leading from the City of Kankakee to the Village of Bourbonnais, thence run Southerly in the center of said highway, 34.60 chains to the corner of Hiram Goodwin's land, thence West 23.45 chains to the Southeast corner of land owned by Hiram Goodwin, thence run North 9.46 chains to the Northeast corner of land owned by Eli Boisvert, thence 46.43 chains to the Kankakee River, thence meandering along the bank of said River to the North line of said Reservation, thence East 80.15 chains to the place of beginning; including a certain tract of land conveyed by Daniel T. Vanmeter and Elizabeth E. Vanmeter on the 30th day of October, 1871 and recorded in Book 67 of records at page 77, but excluding that part of the North Half of the Jacques Jonveau Reservation bounded and described as follows: Commencing at a spike 80 feet westerly from the East line of Vasseur Avenue, and in line with the center of Perry Street in North Kankakee, thence run West 848 feet to a spike, thence run South 1144 feet to a spike on the South line of the said North Half of said Reservation, thence run East on said South line 740.35 feet to the center of said Vasseur Avenue, on the basis that said avenue is 80 feet wide, thence Northeasterly along the center of said Avenue 1148.8 feet to the center of said Perry Street extended Westerly, thence Westerly on center of said Perry Street 40 feet to the place of beginning, also excluding that part of the North Half of the Jacques Jonveau Reservation bounded and described as follows:

Commencing at a point on the South line of the North Half of the Jacques Jonveau Reservation, at the intersection of said line with the West line of Hardebeck Park Addition to the Village of Bradley; thence West along the South line of the North Half of the Jacques Jonveau Reservation, 500.0 feet to a point; thence North on a line parallel with the West line of said Hardebeck Park Addition to the Village of Bradley, 871.2 feet to a point; thence East on a line parallel with the South line of the North Half of the Jacques Jonveau Reservation, 500.0 feet to a point on the West line of said Hardebeck Park Addition; thence South along the West line of said Addition, 871.2 feet to the place of beginning, situated in the County of Kankakee, in the State of Illinois, and also excluding a piece of land being a part of Lot 2 in Jacques Jonveau Reservation in Township 31 North, Range 12 East of the Third Principal Meridian, Kankakee County, Illinois, described as follows: Commencing 541.2 feet East from the Southwest corner of Section 19, thence South at right angles with the South line of Section 19, 396 feet to the creek that runs through the Village of Bourbonnais to the Kankakee River, also running through the ledge of rocks known as the Gully, thence up along the center of said creek until it intersects south line of said Section 19, thence West 1438.8 feet on said Section line to the place of beginning.

Also excluding: A part of the Jacques Jonveau Reservation in Section 30, Township 31 North, Range 12 East of the Third Principal Meridian in Kankakee County, Illinois, described as follows: Commencing at a stone at the Northwest corner of said Section 30; thence South 89 degrees 49 minutes 35 seconds East a distance of 538.58 feet to an iron pipe; thence South 09 degrees 53 minutes 28 seconds West a distance of 33.49 feet to an iron pipe; thence South 79 degrees 28 minutes 50 seconds West a distance of 513.69 feet to a point; thence North 12 degrees 11 minutes 55 seconds West a distance of 131.38 feet to the point of beginning.



LEECHTISHMAN  
Perry Farm Park

**ADORDERNUMBER:** 0001161892-01

**PO NUMBER:** Perry Farm Park

**AMOUNT:** 784.00

**NO OF AFFIDAVITS:** 1

# Chicago Sun-Times Certificate of Publication

State of Illinois - County of Cook

Chicago Sun-Times, does hereby certify it has published the attached advertisements in the following secular newspapers. All newspapers meet Illinois Compiled Statute requirements for publication of Notices per Chapter 715 ILCS 5/0.01 et seq. R.S. 1874, P728 Sec 1, EFF. July 1, 1874. Amended by Laws 1959, P1494, EFF. July 17, 1959. Formerly Ill. Rev. Stat. 1991, CH100, Pl.

Note: Notice appeared in the following checked positions.

**PUBLICATION DATE(S):** 09/05/2023

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Chicago Sun-Times

IN WITNESS WHEREOF, the undersigned, being duly authorized,  
has caused this Certificate to be signed

By



Robin Munoz

Manager | Recruitment & Legals

This 5th Day of September 2023 A.D.

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LEECHTISHMAN, .  
4225 NAPERVILLE ROAD, SUITE 230  
LISLE, IL 60532

**NOTICE OF A PUBLIC HEARING REGARDING AN ANNEXATION AGREEMENT FOR AND ANNEXATION OF CERTAIN PROPERTY INTO THE CORPORATE LIMITS OF THE VILLAGE OF BRADLEY**

Pursuant to Section 7-1-1, and all other applicable provisions of the Illinois Municipal Code, you are hereby notified that the Village of Bradley, Kankakee County, Illinois (the "Village") will hold a public hearing regarding the Village annexing certain real property and entering into an annexation agreement governing the same per Section 11-15.1-3 of the Illinois Municipal Code. The public hearing will occur on September 25, 2023 at 6:00 pm, at Village Hall, 147 S. Michigan Avenue Bradley, IL 60915. Further, the Mayor and Board of Trustees of the Village intend to consider the passage of an ordinance authorizing the aforementioned annexation and the execution of the annexation agreement at a meeting to be held on September 25, 2023 at 6:30 pm at Village Hall, 147 S. Michigan Avenue, Bradley, IL 60915. This comes upon the petition of the Bourbonnais Township Park District. Documents regarding the annexation agreement and annexation are available for public inspection, during regular business hours, at the Village Hall, Clerk's Office, 147 S. Michigan Avenue, Bradley, IL 60915.

The real property that is the subject of the proposed annexation and annexation agreement is contiguous to the Village of Bradley and not within the corporate limits of any municipality, and is described as follows:

Commonly known as: "Perry Farm Park"

Common address: 459 Kennedy Dr., Bourbonnais IL  
also shown in the Kankakee County GIS and Property Tax Inquiry Portal as 1035 W Perry, Bourbonnais IL and 459 N Kennedy Dr, Bourbonnais IL)

Legal address: See EXHIBIT A  
Julie Temling, Village Clerk  
Or Nominee

**Exhibit A**

That part of the Section of land reserved to Jacques Jonveau at the Treaty of Camp Tippecanoe in the State of Indiana, on October 20, 1832, being the Northwest Fractional Section 30, said land hereby bounded as follows:

Commencing at a point on the North line of said Reservation 19.40 chains West of the Northeast corner of said Reservation in the center of the highway leading from the City of Kankakee to the Village of Bourbonnais, thence run Southerly in the center of said highway, 34.60 chains to the corner of Hiram Goodwin's land, thence West 23.45 chains to the Southeast corner of land owned by Hiram Goodwin, thence run North 9.46 chains to the Northeast corner of land owned by Eli Boisvert, thence 46.43 chains to the Kankakee River, thence meandering along the bank of said River to the North line of said Reservation, thence East 80.15 chains to the place of beginning; including a certain tract of land conveyed by Daniel T. Vanmeter and Elizabeth E. Vanmeter on the 30th day of October, 1871 and recorded in Book 67 of records at page 77, but excluding that part of the North Half of the Jacques Jonveau Reservation bounded and described as follows: Commencing at a spike 80 feet westerly from the East line of Vasseur Avenue, and in line with the center of Perry Street in North Kankakee, thence run West 848 feet to a spike, thence run South 1144 feet to a spike on the South line of the said North Half of said Reservation, thence run East on said South line 740.95 feet to the center of said Vasseur Avenue, on the basis that said avenue is 80 feet wide, thence Northeasterly along the center of said Avenue 1148.8 feet to the center of said Perry Street extended Westerly, thence Westerly on center of said Perry Street 40 feet to the place of beginning, also excluding that part of the North Half of the Jacques Jonveau Reservation bounded and described as follows:

Commencing at a point on the South line of the North Half of the Jacques Jonveau Reservation, at the intersection of said line with the West line of Hardebeck Park Addition to the Village of Bradley; thence West along the South line of the North Half of the Jacques Jonveau Reservation, 500.0 feet to a point; thence North on a line parallel with the West line of said Hardebeck Park Addition to the Village of Bradley, 871.2 feet to a point; thence East on a line parallel with the South line of the North Half of the Jacques Jonveau Reservation, 500.0 feet to a point on the West line of said Hardebeck Park Addition; thence South along the West line of said Addition, 871.2 feet to the place of beginning, situated in the County of Kankakee, in the State of Illinois, and also excluding a piece of land being a part of Lot 2 in Jacques Jonveau Reservation in Township 31 North, Range 12 East of the Third Principal Meridian, Kankakee County, Illinois, described as follows: Commencing 541.2 feet East from the Southwest corner of Section 19, thence South at right angles with the South line of Section 19, 396 feet to the creek that runs through the Village of Bourbonnais to the Kankakee River, also running through the ledge of rocks known as the Gully, thence up along the center of said creek until it intersects south line of said Section 19, thence West 1438.8 feet on said Section line to the place of beginning.

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9/5/2023 #1161892

# CERTIFICATE OF PUBLICATION

The Daily Journal Company, L.L.C. certifies that it is the publisher of The Daily Journal is a secular newspaper, has been continuously published daily for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City of Kankakee, County of Kankakee, Township of Kankakee, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5.

A notice, a true copy of which is attached, was published 1 times in The Daily Journal, namely one time per week for 1 successive weeks.

The first publication of the notice was made in the newspaper, dated and published on 09/02/2023, and the last publication of the notice was made in the newspaper dated and published on 09/02/2023.

The notice was also placed on a statewide public notice website as required by 715 ILCS 5/2.1.

In witness, The Daily Journal Company, L.L.C. has signed this certificate by The Daily Journal, its publisher, at Kankakee, Illinois, on 09/02/2023.

The Daily Journal Company, L.L.C.

**Victoria Gaytan**

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Authorized Agent

**Ad text : NOTICE OF A PUBLIC HEARING REGARDING AN ANNEXATION AGREEMENT  
FOR AND ANNEXATION OF CERTAIN PROPERTY INTO THE CORPORATE  
LIMITS OF THE VILLAGE OF BRADLEY**

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Commonly known as:  
"Perry Farm Park"

Common address:  
459 Kennedy Dr., Bourbonnais IL also shown in the Kankakee County GIS and Property Tax Inquiry Portal as 1095 W Perry, Bourbonnais IL and 459 N Kennedy Dr, Bourbonnais IL)

Legal address: ^  
See EXHIBIT A  
^^Julie Tamling, Village Clerk  
Or Nominee  
Exhibit A

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**ANNEXATION AGREEMENT**

**by and between**

**BOURBONNAIS TOWNSHIP PARK DISTRICT**

**And**

**THE VILLAGE OF BRADLEY, ILLINOIS**

Dated as of *20<sup>th</sup> August* 2023

**(“Perry Farm Park” - Common address: 459 Kennedy Dr., Bourbonnais IL also shown in the Kankakee County GIS and Property Tax Inquiry Portal as 1095 W Perry, Bourbonnais IL and 459 N Kennedy Dr, Bourbonnais IL)**

After recording, return to:

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

**ANNEXATION AGREEMENT**

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## ANNEXATION AGREEMENT

**(Bourbonnais Township Park District -“Perry Farm Park” - Common address: 459 Kennedy Dr., Bourbonnais IL also shown in the Kankakee County GIS and Property Tax Inquiry Portal as 1095 W Perry, Bourbonnais IL and 459 N Kennedy Dr, Bourbonnais IL)**

**THIS ANNEXATION AGREEMENT** (this “**Agreement**”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2023 (the “**Effective Date**”), by and between Bourbonnais Township Park District, a Park District organized under the Park District Code, 70 ILCS 1205/1-1, et seq. (the “**Park**”), and the Village of Bradley, an Illinois municipal corporation located in Kankakee County, (the “**Village**” and together with the Park, the “**Parties**”).

### RECITALS.

WHEREAS, the Park is the sole fee simple owner of record of certain real property, commonly known as “Perry Farm Park” with a common address of 459 Kennedy Dr., Bourbonnais Illinois (that is also shown in the Kankakee County GIS and Property Tax Inquiry Portal as 1095 W Perry, Bourbonnais IL and 459 N Kennedy Dr, Bourbonnais IL) and consisting of approximately 160 acres, currently located in unincorporated Kankakee County, Illinois (the “**Property**”), which is legally described on **Exhibit A**, attached hereto and incorporated herein;

WHEREAS, the Property, is contiguous to the Village, is not located within the corporate limits of any other municipality, and there are no electors residing within the Property; and

WHEREAS, the Park desires to have the Property annexed to the Village, on the terms and conditions provided herein and after annexation will continue to operate a public recreation center at the Property; and

WHEREAS, pursuant to Section 7-1-8 of the Illinois Municipal Code (65 ILCS 5/7-1-8), the Park filed a Petition for Annexation on July 31, 2023(the “**Petition for Annexation**”), with the Village and submitted to the Village Mayor and the Board of Trustees of the Village (collectively the “**Corporate Authorities**”) the question of whether the Village would annex the Property to the Village, contingent on the execution of this Agreement; and

WHEREAS, property annexed into the Village is classified as within the ER-1 until the property is later zoned in a manner provided by law; however, Section 11-15.1-2 of the Illinois Municipal Code (65 ILCS 5/11-15.1-2) authorizes municipalities to enter into annexation agreements that amend ordinances related to zoning; and

WHEREAS, after due and careful consideration, the Corporate Authorities have concluded that the annexation of the Property to the Village, on the terms and conditions hereinafter set forth, will further the orderly growth of the Village, increase the assessed value of the property therein, and serve the best interests of the Village and its residents; and

WHEREAS, pursuant to the provisions of Article 11, Division 15.1 of the Illinois Municipal Code (65 ILCS 5/11-15.1-1, et seq.) the Corporate Authorities held a public hearing

during which they considered a proposed annexation agreement, in substance and form substantially the same as this Agreement, and the Village has held all other public meetings and hearings required for the Corporate Authorities to consider and approve the matters approved herein; and

WHEREAS, notice of said public hearing(s) was given as provided by law and notice has heretofore been served on all public bodies pursuant to the provisions of Section 7-1-1 of the Illinois Municipal Code (65 ILCS 5/7-1-1); and

WHEREAS, this Agreement is entered into pursuant to all applicable authority including, without limitation, the Constitution of the State of Illinois of 1970 and the Village's powers and authorities under the Illinois Municipal Code (65 ILCS 5/1-1-1, *et seq.*) and the Village Code; and

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

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and agreements hereinafter set forth, the Parties agree as follows:

**Section 1. INCORPORATION OF RECITALS.**

The Parties agree that the foregoing recitals are material to this Agreement and are hereby incorporated and made a part of this Agreement as though they were fully set forth herein.

**Section 2. DEFINITIONS.**

All terms with initial capitalized letters in this Agreement shall have the meanings ascribed to them in (i) the Recitals above, in this Section, (ii) as prescribed in the Illinois Compiled Statutes, or (iii) as otherwise set forth in the body of this Agreement.

**"Annexation Ordinance"**: The ordinance adopted by the Corporate Authorities annexing the Property to the Village pursuant to Section 7-1-8 of the Illinois Municipal Code (65 ILCS 5/7-1-8).

**"Corporate Authorities"**: The President and Board of Trustees of the Village.

**"Force Majeure"**: Strikes, lockouts, acts of God, material shortages, global pandemics, acts of civil disobedience and the revocation, suspension or inability to secure any necessary government permit, license or authority or other factors beyond a party's reasonable control and reasonable ability to remedy; provided, however, that Force Majeure shall not include delays caused by weather conditions, unless such weather conditions are unusually severe or abnormal considering the time of year and the particular location involved, economic conditions or factors, or factors caused in whole or in part by the act or omission of the Park.

**"Plan Commission"**: The Planning and Zoning Commission (the "PZC") of the Village, established by the Village Code, and specifically Section 60, of the Bradley Zoning Ordinance

**“Requirements of Law”**: The applicable provisions of the Village Code, the Zoning Ordinance, and all applicable federal, state, county township, local and other laws, statutes, codes, ordinances, resolutions, decisions, orders, rules, and regulations, including those of the Illinois Department of Transportation, the Army Corps of Engineers and any other agencies or entities having jurisdiction over the Development.

**“Zoning Text Amendment Ordinance”**: The ordinance adopted by the Corporate Authorities approving land use adjustments for the Village of Bradley’s Zoning Code.

**Section 3. ANNEXATION.**

**A. Adoption.** The Corporate Authorities shall adopt an Annexation Ordinance on or after the date of the approval of this Agreement. After the Annexation Ordinance becomes effective, the Village shall record the Annexation Ordinance or direct the Park to record it together with a copy of an accurate map (“Plat”) of the Property with the Kankakee County Clerk’s Office.

**B. Enactment of Ordinances.** Upon approval by the Village, all ordinances, plats, affidavits and other documents necessary to accomplish annexation and zoning of the Property contemplated by the Parties shall be executed by the Park and the Village, as applicable, at which time said documents shall be recorded by the Village or the Park at the direction of the Village at the Park’s expense. All ordinances and resolutions shall be effective upon passage.

**Section 4. ZONING TEXT AMENDMENT ORDINANCE.**

The Village has amended its zoning ordinance, in particular, Section 60-115, as applicable to “[a]ny park or recreational area that is publicly owned and operated and that consists of at least 100 acres” to allow such property to keep live swine or pigs, horses, cattle, sheep, goats, poultry (any domesticated bird raised for show, eggs, or meat, such as chickens, turkeys, geese, and ducks), breeding rabbits or livestock; sell food and/or alcohol; host programs, concerts, and similar engagements; construct and operate a splash pad or other water structures as permitted by Park District Code; and other such uses, as further defined and described in such ordinance

**Section 5. ASSISTANCE AND COOPERATION; Disconnection.**

The Parties to this Agreement shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms. The Village agrees to carry out the terms and objectives of this Agreement, by: (1) giving notices, holding hearings, and considering the enactment of resolutions and ordinances and amendments thereto; (2) reasonably cooperating with the Park in the Park’s efforts to obtain federal, state, or local grants or funds to develop the Property, all at no cost to the Village; and (3) reasonably cooperating with the Park in the Park’s efforts to obtain approvals from other governmental agencies, which may include the execution of applications, permit requests, and other documents, all at no cost to the Village. Neither Party shall act to disconnect the Property from the Village after annexation.

In addition, the Parties acknowledge that the Village will build for the Property, a sidewalk and fence improvement along all or part of the Property line adjacent to Kennedy Dr., as to be mutually agreed to by the Parties, at a reasonable cost to the Village and the parties' mutual agreement to such improvement not to be unreasonably withheld.

**Section 6. APPLICABLE LAW AND PROCEDURES.**

The Property shall be used in conformance with the Village Code and the Zoning Ordinance, except for those amendments or exemptions to the Village Code and/or Zoning Ordinance specifically provided for in this Agreement.

**Section 7. ENFORCEMENT.**

**A. Remedies.** Unless specifically provided otherwise herein, upon a breach or Default (hereinafter defined) of this Agreement, a party to this Agreement may: (1) secure in any court of competent jurisdiction, by an appropriate suit, action, mandamus, or other proceeding at law or in equity: (a) specific performance of the covenants and agreements herein contained; (b) damages for failure of performance; or (c) both; and (2) have such other relief as is, by law or in equity, available to it. Notwithstanding the foregoing, the Park agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the Village or any elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys thereof, on account of the negotiation or execution of any of the terms and conditions of this Agreement. In the event of a judicial proceeding brought by one party to this Agreement against the other party to this Agreement, the prevailing party in such judicial proceeding shall be entitled to reimbursement from the unsuccessful party of all costs and expenses, including reasonable attorneys' fees, incurred in connection with such judicial proceeding.

**B. Cure of Default.** If a party fails to perform an obligation under this Agreement, it will be in default of this Agreement if it has not cured such failure within thirty (30) days after receipt of written notice of such failure, unless such failure cannot reasonably be cured within said thirty (30) day period, in which case the party shall be in default of this Agreement if it has not initiated a cure to such failure within such thirty (30) day period or, following such period, it has not diligently pursued the cure of such failure (a "**Default**"). If the performance of any covenant to be performed hereunder by any party is delayed because of Force Majeure, the time for such performance shall be extended by the amount of time of such delay. The party claiming delay of performance because of a Force Majeure event shall deliver written notice of the delay resulting from such Force Majeure, along with an estimate of the duration of such delay, not later than one (1) day after the claiming party becomes aware of the same.

**C. No Liability of Corporate Authorities.** The Parties acknowledge and agree that each individual member of the Corporate Authorities, if liable for a breach of this Agreement, will be liable solely in his or her official corporate capacity and will have no personal liability whatsoever for any breach of this Agreement by the Village.

**D. Village Review.** The Village is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the Village's review and approval or failure to approve of any plans for the Property, or for the issuance of any approvals, permits,

certificates, or acceptances for the use of the Property. The Village's review and approval of any such plans and the issuance of any such approvals, permits, certificates, or acceptances does not and shall not, in any way, be deemed to insure the Park, or any of its heirs, successors, assigns, tenants, and licensees, or any third party, against damage or injury of any kind at any time.

**E. Park Indemnity.** The Park shall hold harmless, protect, defend, and indemnify the Village, all Village elected or appointed officials, officers, employees, agents, personnel, representatives, engineers, insurers, contractors, and attorneys from any and all claims, damages, losses, liabilities, obligations, disputes, demands, damages, causes of action, lawsuits, injury, costs, and expenses that may be asserted at any time against any such parties arising out of negligent acts or omissions with respect to this annexation. Such obligations include the obligation to pay any and all expenses, including legal fees and administrative expenses, incurred by the Village in defending itself with regard to such claims.

## **Section 8. GENERAL PROVISIONS.**

**A. Term of Agreement.** This Agreement shall be effective from its Effective Date for 20 years, unless sooner terminated as provided herein. During the term of this Agreement as set forth above, the Parties shall not seek or cause disconnection, de-annexation, or exclusion of the Property except upon the written consent of the Corporate Authorities. The expiration of the term of this Agreement shall not affect the continuing validity of the zoning of the Property, any ordinance enacted by the Village pursuant to this Agreement, or any agreement separately entered into by the Parties pursuant to this Agreement.

**B. Notice.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be: (1) personally delivered; (2) delivered by a reputable overnight courier; (3) sent by certified mail, return receipt requested, and deposited in the U.S. Mail with postage prepaid; or (4) delivered by electronic mail ("**Email**"). Email notices shall be deemed valid only to the extent they are: (a) actually received by the individual to whom addressed; and (b) followed by delivery of notice in one of the other manners described herein within three (3) business days thereafter. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (i) actual receipt; or (ii) one (1) business day after deposit with an overnight courier, as evidenced by a receipt of deposit; or (iii) three (3) business days following deposit in the U.S. mail, as evidenced by a return receipt. Nothing in this Section will be deemed to invalidate any notice that is actually received.

Notices and communications to the Park shall be addressed to, and delivered at, the following addresses:

Bourbonnais Township Park District  
1095 West Perry Street  
Unincorporated Bourbonnais, Illinois 60914

with a copy to:

Thomas Planera and Associates, LTD  
195 W. Joe Orr Rd.  
Chicago Heights, IL 60411  
Attention: Tom Planera II

E-mail: [tplanera@tplaw.net](mailto:tplanera@tplaw.net)

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Bradley  
147 S. Michigan  
Bradley, Illinois 60915  
Attention: Village Administrator Anderson  
E-mail: [canderson@bradleyil.org](mailto:canderson@bradleyil.org)

With a copy to:

Jennifer J. Sackett Pohlenz  
LEECH TISHMAN FUSCALDO & LAMPL, LLC  
600 W. Jackson Blvd, Suite 100  
Chicago, IL 60661  
M: 630.817.3319 | E-mail: [jpohlenz@leechtishman.com](mailto:jpohlenz@leechtishman.com)

By complying with the notice requirements of this Section, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice shall be effective until actually received by the other party.

**C. Time of the Essence.** Time is of the essence in the performance of all terms and provisions of this Agreement.

**D. Binding Nature.** This Agreement and the agreements, covenants, rights, and promises set forth herein shall run with the land and shall both bind and benefit the Parties' respective successors and assigns, including successor members of the Village's Corporate Authorities and the Park District Commissioners. This Agreement may be assigned by the Park with the Village's prior written approval and, upon said assignment and acceptance by an assignee, the assignor shall have no further obligations hereunder. Any successor or assignee of the Park shall have the same rights and obligations of the Park with respect to the Property. If a successor or assignee of the Park actively undertakes the Development, it will be bound by the obligations of this Agreement. Nothing in this Agreement shall in any way be deemed to prevent the alienation, encumbrance, or sale of the Property or any portion thereof.

**E. Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

**F. Severability.** It is the intent of the Parties to this Agreement that if any provision, covenant, agreement, or portion of this Agreement or its application to any person or property is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will continue to be valid and enforceable if they can be interpreted, applied, and enforced, consistently with applicable law, to achieve the purpose and intent of this Agreement, including the intent of any invalid provision. The Parties, or any party claiming by or through them, shall not contest or dispute the validity, legality, or enforceability of any provision,

covenant or portion of this Agreement or of any ordinance adopted by the Village pursuant to this Agreement.

**G. Interpretation.** This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Each and every provision of this Agreement shall be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

**H. Exhibits.** All Exhibits attached hereto are, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the exhibit shall control.

**I. Amendments and Modifications.** No change to this Agreement shall be effective unless and until such change is reduced to writing and approved by the Village and executed by the Park at the time any modification is intended to be effective, pursuant to all applicable statutory or other procedures. The approval or amendment of any plan providing for the development of the Property will not, in and of itself, be deemed an amendment to this Agreement.

**J. Headings.** The table of contents, headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

**K. Consents.** Whenever the consent or approval of any party hereto is required in this Agreement such consent or approval shall be in writing and shall not be unreasonably withheld or delayed, and, in all matters contained herein, the Parties shall have an implied obligation of reasonableness except as may be expressly set forth otherwise.

**L. Grammatical Usage and Construction.** In construing this Agreement, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa and plural terms shall be substituted for singular and singular for plural in any place in which the context so requires.

**M. Rights Cumulative and Non-Waiver.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies and benefits allowed by law. No party to this Agreement shall be under any obligation to exercise any of the rights granted to it in this Agreement. The failure by any party to this Agreement to exercise at any time any such right shall not be deemed or construed to be a waiver thereof, nor shall such failure void or affect such party's right to enforce such right or any other right. No action taken by any party hereto to enforce this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any party at law or in equity.

**N. Authority to Execute.** Each Party hereby warrants and represents to the other that the persons executing this Agreement on its behalf have been properly authorized to do so by their Corporate Authorities.

**O. Calendar Days and Time.** Any reference herein to “day” or “days” shall mean calendar and not business days. If the date for giving of any notice required to be given hereunder or the performance of any obligation hereunder falls on a Saturday, Sunday, Federal holiday or Illinois State holiday, then said notice or obligation may be given or performed on the next business day thereafter.

**P. Changes in Laws.** Unless otherwise explicitly provided in this Agreement, any reference to any Requirements of Law shall be deemed to include any modifications of, or amendments to such Requirements of Law as may, from time to time, hereafter occur.

**Q. No Third-Party Beneficiaries.** No claim as a third-party beneficiary under this Agreement by any person, firm, corporation, or other entity shall be made or be valid against the Village or the Park, and the Village and the Park do not intend to confer any benefit upon any such person, firm, corporation, or entity by this Agreement. This Section shall not be deemed to limit the rights of successors.

**R. No Mortgage.** The Park affirmatively state and represent that currently there is no mortgage or other security interest affecting title to the Property.

**S. Entire Understanding.** This written Agreement, including all of its exhibits, represents the entire understanding between and obligations of the parties and supersedes all prior understands, agreements, negotiations, and proposals, whether written or oral, formal or informal between the parties. Any additional writings shall not modify any limitations or remedies provided in the Agreement. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations. All obligations are specifically set forth in this Agreement. Further, there are no representations that induced this Agreement that are not included in it. The only operative provisions are set forth in writing in this Agreement.

*(The remainder of this page intentionally left blank. Signature page to follow.)*



IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

ATTEST:

By: Julia Tombling

**VILLAGE OF BRADLEY**  
an Illinois municipal corporation

By: Michael Watson  
Michael Watson  
Village Mayor



**BOURBONNAIS TOWNSHIP PARK DISTRICT**

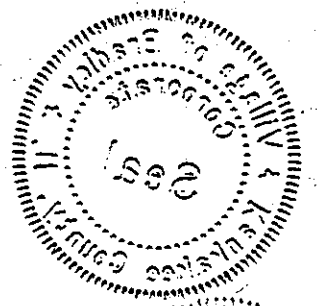
By: David Ahann  
Name: David Ahann  
Title: Board President



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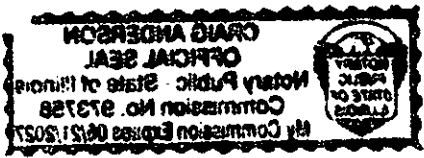
STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF KANKAKEE )

This instrument was acknowledged and executed before me on 9/25/2023, by Michael Watson, the Mayor of the VILLAGE OF BRADLEY (the "Village"), an Illinois municipality, and by the Village Clerk and that they signed and delivered said instrument on behalf of the Village, and caused the seal of the Village to be affixed thereto, pursuant to authority given by the Board of Trustees of the Village as their free and voluntary act, and as the free and voluntary act and deed of the Village for the uses and purposes therein set forth all on behalf of the Village.

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



My Commission expires: 08/21/2027





**EXHIBIT A: Property Description**  
(2 pages)

**Commonly known as:** ("Perry Farm Park" - Common address: 459 Kennedy Dr., Bourbonnais IL also shown in the Kankakee County GIS and Property Tax Inquiry Portal as 1095 W Perry, Bourbonnais IL and 459 N Kennedy Dr, Bourbonnais IL)

**Bearing the PIN:** 17-09-30-100-010 (child parcel identification numbers 09-30-100-002, 09-30-100-003, 09-30-200-001, and 09-30-200-002)

**Legal Description:** (on following page)

## Exhibit A

That part of the Section of land reserved to Jacques Jonveau at the Treaty of Camp Tippecanoe in the State of Indiana, on October 20, 1832, being the Northwest Fractional Section 30, said land hereby bounded as follows:

Commencing at a point on the North line of said Reservation 19.40 chains West of the Northeast corner of said Reservation in the center of the highway leading from the City of Kankakee to the Village of Bourbonnais, thence run Southerly in the center of said highway, 34.60 chains to the corner of Hiram Goodwin's land, thence West 23.45 chains to the Southeast corner of land owned by Hiram Goodwin, thence run North 9.46 chains to the Northeast corner of land owned by Eli Boisvert, thence 46.43 chains to the Kankakee River, thence meandering along the bank of said River to the North line of said Reservation, thence East 80.15 chains to the place of beginning; including a certain tract of land conveyed by Daniel T. Vanmeter and Elizabeth E. Vanmeter on the 30th day of October, 1871 and recorded in Book 67 of records at page 77, but excluding that part of the North Half of the Jacques Jonveau Reservation bounded and described as follows: Commencing at a spike 80 feet westerly from the East line of Vasseur Avenue, and in line with the center of Perry Street in North Kankakee, thence run West 848 feet to a spike, thence run South 1144 feet to a spike on the South line of the said North Half of said Reservation, thence run East on said South line 740.35 feet to the center of said Vasseur Avenue, on the basis that said avenue is 80 feet wide, thence Northeasterly along the center of said Avenue 1148.8 feet to the center of said Perry Street extended Westerly, thence Westerly on center of said Perry Street 40 feet to the place of beginning, also excluding that part of the North Half of the Jacques Jonveau Reservation bounded and described as follows:

Commencing at a point on the South line of the North Half of the Jacques Jonveau Reservation, at the intersection of said line with the West line of Hardebeck Park Addition to the Village of Bradley; thence West along the South line of the North Half of the Jacques Jonveau Reservation, 500.0 feet to a point; thence North on a line parallel with the West line of said Hardebeck Park Addition to the Village of Bradley, 871.2 feet to a point; thence East on a line parallel with the South line of the North Half of the Jacques Jonveau Reservation, 500.0 feet to a point on the West line of said Hardebeck Park Addition; thence South along the West line of said Addition, 871.2 feet to the place of beginning, situated in the County of Kankakee, in the State of Illinois, and also excluding a piece of land being a part of Lot 2 in Jacques Jonveau Reservation in Township 31 North, Range 12 East of the Third Principal Meridian, Kankakee County, Illinois, described as follows: Commencing 541.2 feet East from the Southwest corner of Section 19, thence South at right angles with the South line of Section 19, 396 feet to the creek that runs through the Village of Bourbonnais to the Kankakee River, also running through the ledge of rocks known as the Gully, thence up along the center of said creek until it intersects south line of said Section 19, thence West 1438.8 feet on said Section line to the place of beginning.

Also excluding: A part of the Jacques Jonveau Reservation in Section 30, Township 31 North, Range 12 East of the Third Principal Meridian in Kankakee County, Illinois, described as follows: Commencing at a stone at the Northwest corner of said Section 30; thence South 89 degrees 49 minutes 35 seconds East a distance of 538.58 feet to an iron pipe; thence South 09 degrees 53 minutes 28 seconds West a distance of 33.49 feet to an iron pipe; thence South 79 degrees 28 minutes 50 seconds West a distance of 513.69 feet to a point; thence North 12 degrees 11 minutes 55 seconds West a distance of 131.38 feet to the point of beginning.