

DATE: May 29, 2026

TO: Joliet Plan Commission

FROM: Planning Staff

SUBJECT: A-2-26: Annexation of 0.14 Acres Located at the intersection of Elgin Avenue and Leach Avenue, Classification to R-3 (One-and-Two Family Residential) Zoning and Approval of an Annexation Agreement.

GENERAL INFORMATION:

APPLICANT: Raul Ramirez Nunez

OWNER: Same as applicant

REQUESTED ACTION: Approval of an Annexation of 0.14 acres, Classification to R-3 (One-and-Two Family Residential) Zoning and Approval of an Annexation Agreement.

PURPOSE: To allow the annexation of a vacant lot into the City of Joliet to consolidate it with the adjacent single family home property.

LOCATION: 502 Leach Ave (PIN #30-07-11-213-003-0000)

SIZE OF PARCEL: 0.14 acres

EXISTING LAND USE: Vacant land

SURROUNDING LAND
USE & ZONING:

North:	Vacant Lot, Unincorporated Will County
South:	Single-family residential; R-3 (Single-Family Residence)
East:	Single-family residential; R-3 (Single-Family Residence)
West:	Single-family residential; R2A (Single-Family Residential)

SITE HISTORY: The subject property is an original lot within the Elgin Park subdivision, located in the Ridgewood area of Joliet. The property matches the approximate size and dimensions of the other lots within the same block, measuring roughly 138' x 46' for an approximate lot size of 0.14 acres. The property, according to historic aerial images and Sanborn Maps, has always been vacant. **Figure 1** shows the existing vacant lot.

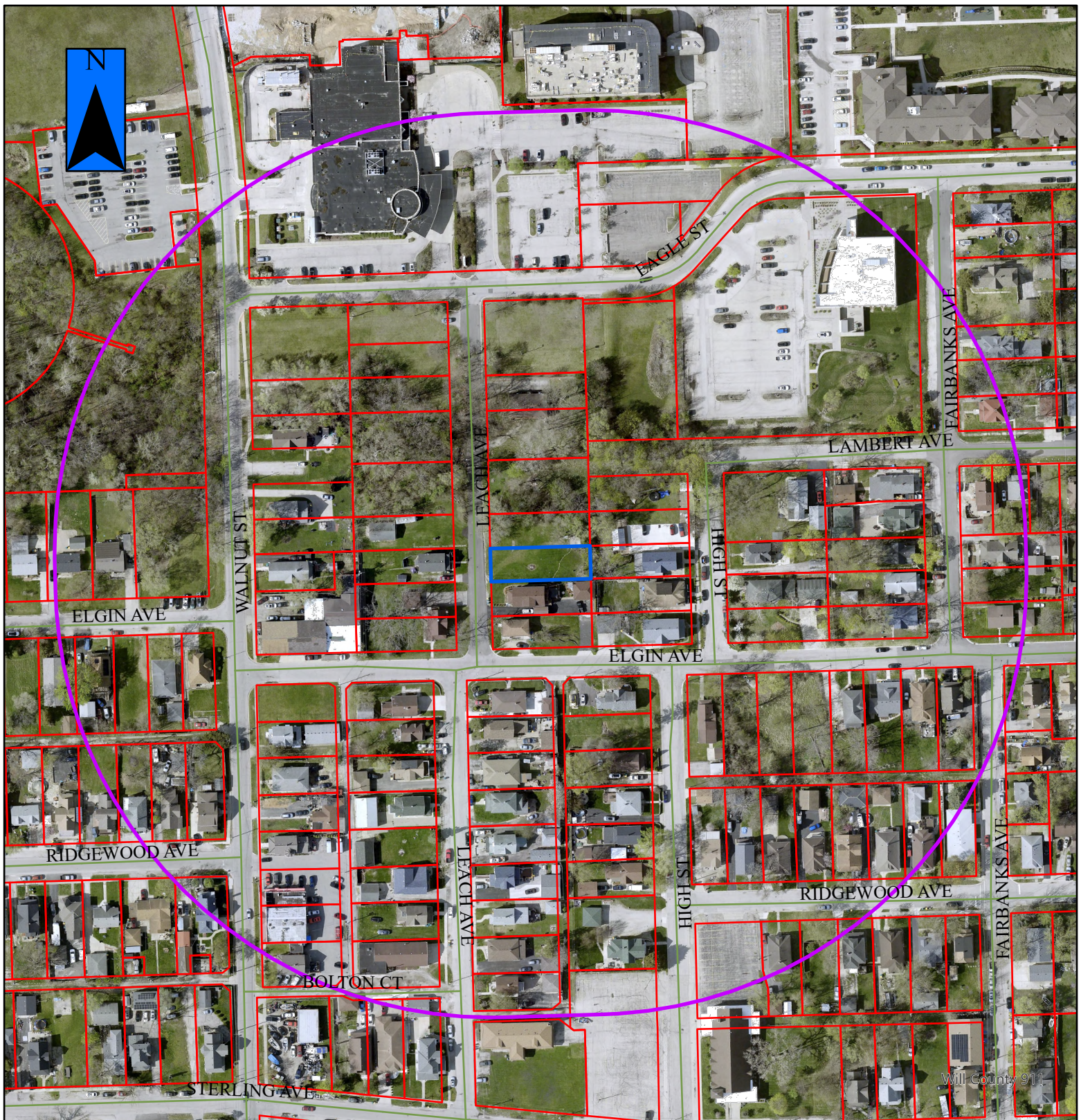
SPECIAL INFORMATION: The applicant, Raul Ramirez Nunez, is the current owner of the vacant lot in question as well as the adjacent property at 502 Leach Ave, located just south of the vacant lot. The applicant wishes to annex into the City of Joliet so that he can consolidate the vacant lot with the house lot at 502 Leach Ave, which is within city boundaries. The intent of the annexation is to be able to construct a shed on the vacant lot. The applicant was informed by Will County that an accessory structure is not allowed on a parcel that does not have an established primary structure.

City water and sanitary sewer lines are located approximately 30' to 40' east of the subject property within the City right-of-way. The property owner will be financially responsible for bringing water and sewer to the property, connecting the property to the water and sewer lines, and paying tap-on fees should future development occur. The property owner would also then be subject to the City's development impact fee. Sewer and water connection details and fees will be further defined as part of the Annexation Agreement. Detachment fees for the East Joliet Fire Protection District have been paid by the applicant in the amount of \$263.35. The property is not in a library district and therefore library detachment fees are not required.

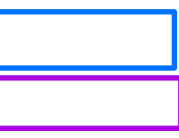
ANALYSIS: The approval of the annexation, annexation agreement and zoning classification to R-3 (One-and-Two Family Residential) will allow the consolidation of the vacant lot with an existing lot within the City of Joliet. The property is surrounded by the city limits on the east and west sides and can be adequately serviced by existing City utilities. Most homes within the 500 block of Leach Avenue are within the city limits and are single-family residential uses.

Figure 1: Subject Property

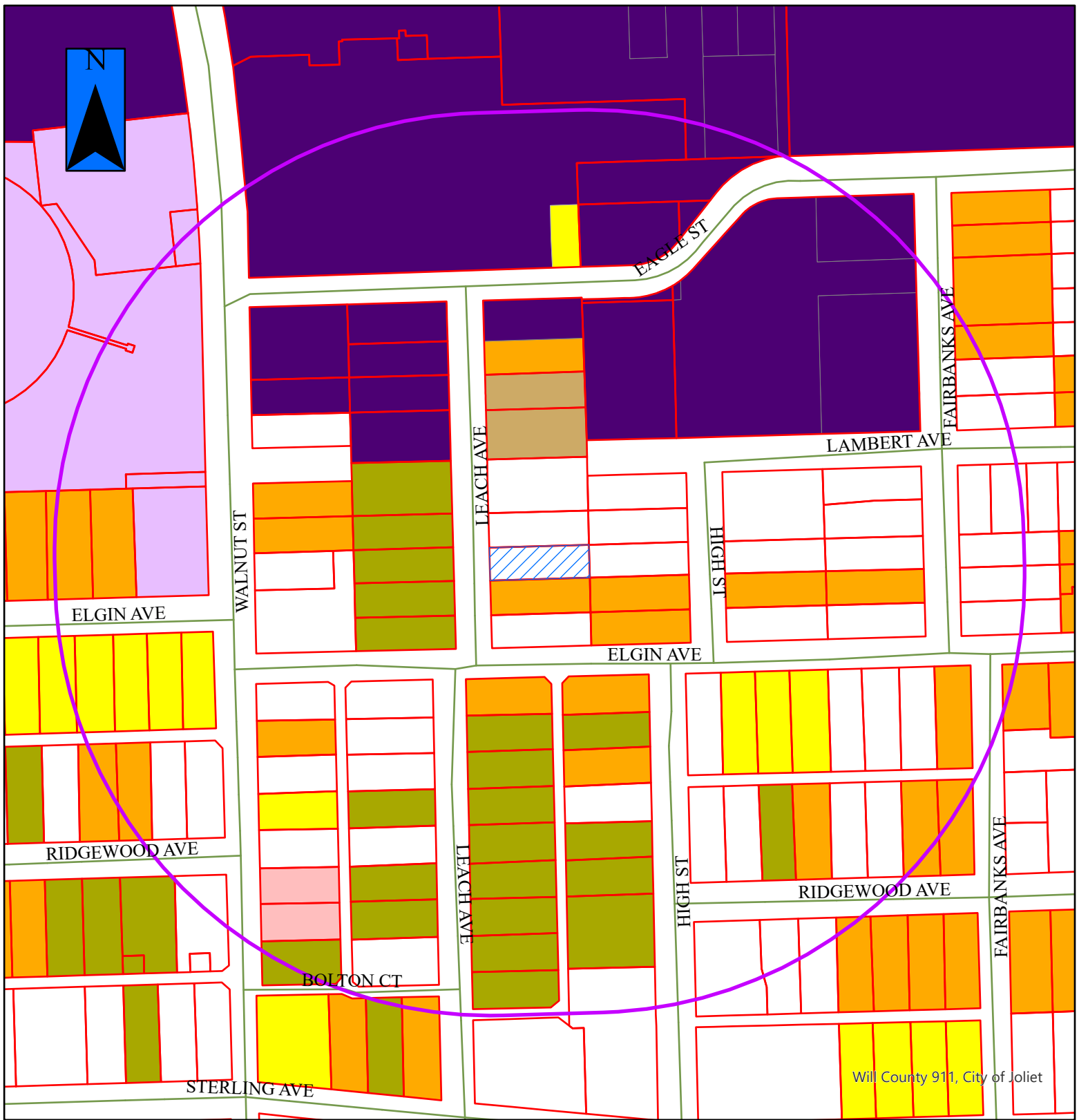




A-2-26a



= Property in Question / Propiedad en cuestión
 = 600' Public Notification Boundary /
 Límite de notificación pública de 600 ft (180 m)



A-2-26



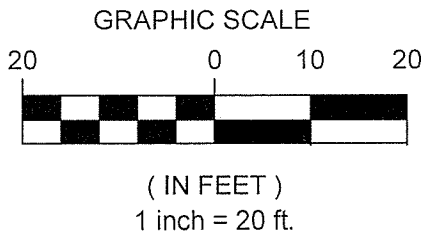
= Property in Question
= 600' Public Notification Boundary

Legend					
	B-1		I-TA		R-2
	B-2		I-TB		R-2A
	B-3		I-TC		R-3
	I-1		R-1		R-4
	I-2		R-1A		R-5
	I-T		R-1B		R-B

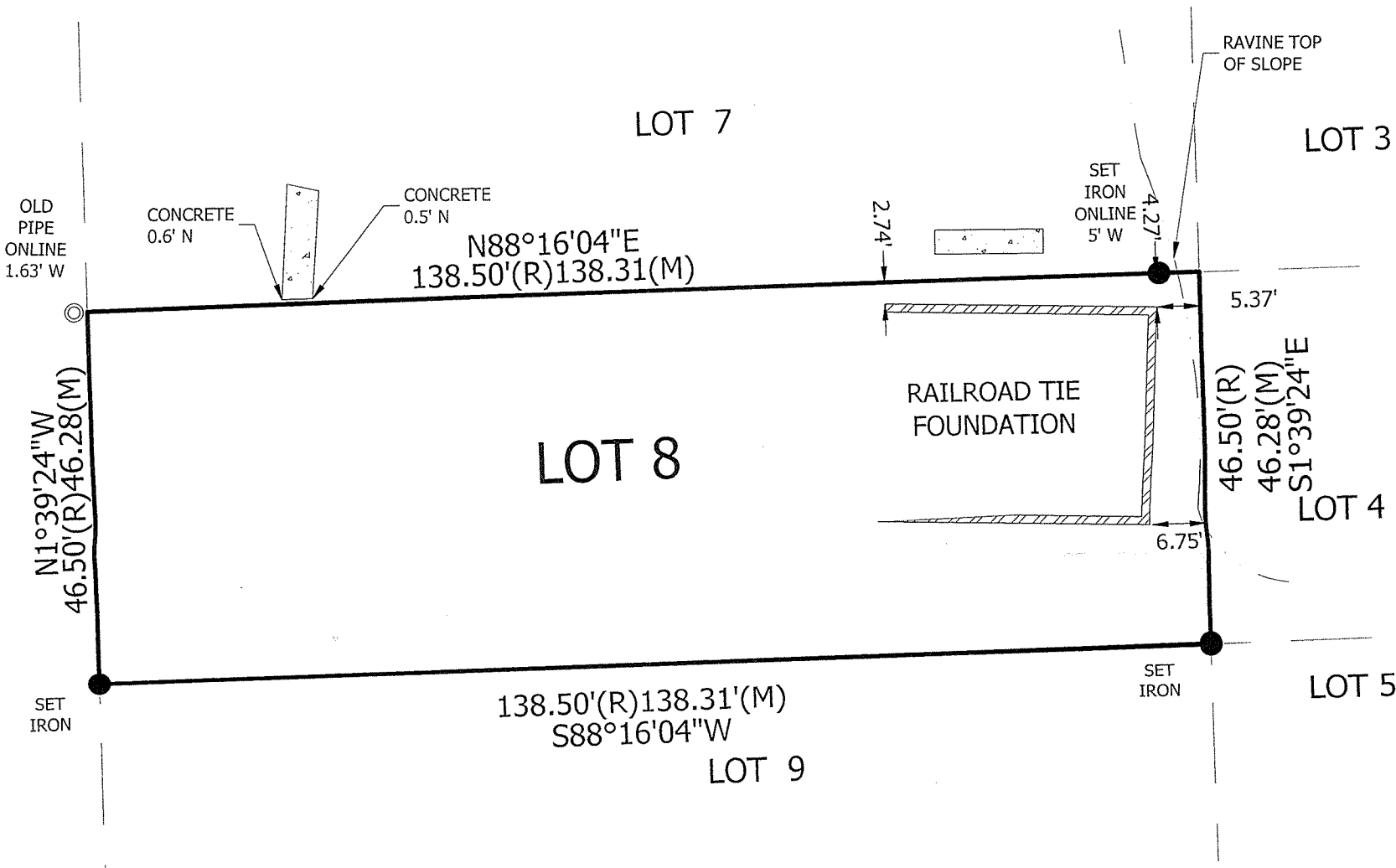
Will County 911, City of Joliet

PLAT OF SURVEY

LOT 8 IN BLOCK 6 IN ELGIN PARK, A SUBDIVISION IN SECTION 11, IN TOWNSHIP 35 NORTH, AND IN RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 21, 1900 IN BOOK 10, PAGE 32, AS DOCUMENT 207623, IN WILL COUNTY, ILLINOIS.



LEACH AVENUE



NOTES:

- DUE DRAINAGE & UTILITY EASEMENT
BSL BUILDING SETBACK LINE
(M) MEASURED
(R) RECORD
(D) DEED

STATE OF ILLINOIS)
COUNTY OF WILL)
I, MICHAEL R. ROGINA, ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY DESCRIBED IN THE ABOVE CAPTION AND THAT THIS PLAT OF SURVEY IS A CORRECT REPRESENTATION THEREOF

DATED THIS 10TH DAY OF APRIL, 2026

MICHAEL R. ROGINA

I.P.L.S. 3516

LICENSE EXPIRES 11/30/2026

COMMONLY KNOWN AS:
VACANT
LEACH AVENUE
JOLIET, IL 60432

PIN 30-07-11-213-003

LOT 8, BLOCK 6 IN ELGIN PARK
SUBDIVISION

SCALE: 1" = 20'	FIELDWORK DATE: 4-3-26	REVISED FIELDWORK DATE:	DRAWN BY: CRR
-----------------	------------------------	-------------------------	---------------



ROGINA

ENGINEERS & SURVEYORS, L.L.C.
1225 Channahon Road Joliet, Illinois 815/729-0777 FAX 815/729-0782
Professional Design Firm License No. 184-006843 - Exp. 4/30/2027

RAUL RAMIREZ

FILE NO:
6997.01

COMPARE DESCRIPTION AND POINTS BEFORE BUILDING AND REPORT ANY APPARENT DIFFERENCE TO THE SURVEYOR.
REFER TO DEED OR GUARANTEE TITLE POLICY FOR BUILDING LINE RESTRICTIONS OR EASEMENTS NOT SHOWN ON PLAT OF SURVEY.
TO INSURE AUTHENTICITY OF ANY COPIES, THEY MUST BEAR THE SURVEYOR'S SEAL AND SIGNATURE IN RED INK.
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

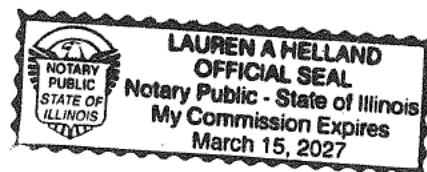
**ANTE EL ALCALDE Y EL CONCEJO MUNICIPAL
DE LA CIUDAD DE JOLIET, ILLINOIS**

De conformidad con la Sección 7-1-8 del Código Municipal de Illinois, el abajo firmante, habiendo prestado los debidos juramentos, declara lo siguiente:

1. El abajo firmante está debidamente autorizado por ley para ejecutar y presentar esta petición de anexión.
2. El abajo firmante es el propietario registrado de todo el terreno dentro del territorio descrito en el Anexo «A» («Territorio») adjunto al presente documento e incorporado al mismo como referencia.
3. El abajo firmante conforma al menos el 51 % de los electores que residen dentro del Territorio, si los hubiere.
4. El Territorio no se encuentra dentro de los límites corporativos de ningún municipio.
5. El abajo firmante solicita la anexión del Territorio, junto con la sección de cualquier carretera contigua al Territorio que no se encuentra dentro de ningún municipio, a la Ciudad de Joliet, Illinois.

PETICIONARIO

NOTARIO PÚBLICO



CASO N.º _____
FECHA DE SOLICITUD _____

HOJA DE INFORMACIÓN DE LA ANEXIÓN

(COMPLETAR DE FORMA CLARA Y LEGIBLE)

I. Información del solicitante:

NOMBRE DEL/DE LOS SOLICITANTE(S):

1.º Braul 2.º Ramirez Nunez (sufijo) _____
1.º _____ 2.º _____ (sufijo) _____

DIRECCIÓN PARTICULAR (incluye suite, n.º de apto.) _____ **CIUDAD** _____ **ESTADO** _____ **CÓDIGO POSTAL** _____

DIRECCIÓN COMERCIAL _____ **CIUDAD** _____ **ESTADO** _____ **CÓDIGO POSTAL** _____

TELÉFONOS DE CONTACTO

(PERSONAL) (____) _____ (TRABAJO) (____) _____ CELULAR _____

CORREO ELECTRÓNICO: _____

II. Información del propietario:

NOMBRE DEL/DE LOS PROPIETARIO(S): Si la titularidad de la propiedad está a nombre de una sociedad, corporación, empresa conjunta, fideicomiso u otro tipo de entidad, indique el nombre oficial de la entidad y el del administrador.

1.º Braul 2.º Ramirez Nunez (sufijo) _____

1.º #30-07-11-213-003-0000 2.º _____ (sufijo) _____
vacant land-no assigned address Joliet IL 60432
DIRECCIÓN PARTICULAR (incluye suite, n.º de apto.) _____ **CIUDAD** _____ **ESTADO** _____ **CÓDIGO POSTAL** _____

DIRECCIÓN COMERCIAL _____ **CIUDAD** _____ **ESTADO** _____ **CÓDIGO POSTAL** _____

TELÉFONOS DE CONTACTO

(PERSONAL) (____) _____ (TRABAJO) (____) _____ CELULAR _____

CORREO ELECTRÓNICO: _____

En caso de un fideicomiso de propiedades, anexe una hoja con el nombre, la dirección y el número telefónico de todos los administradores y beneficiarios del fideicomiso.

III. Autorización de un agente:

Seleccione una de las siguientes opciones:

X Yo representaré mi petición ante la Comisión de Planificación y el Concejo Municipal de la Ciudad de Joliet.

_____ Por medio de la presente, autorizo a la persona nombrada más abajo para que actúe como mi agente en la representación de esta solicitud ante la Comisión de Planificación y el Concejo Municipal de la Ciudad de Joliet.

Nota: El agente será la persona de contacto oficial para este proyecto y será el único contacto. Toda la correspondencia se enviará al agente y todas las comunicaciones se llevarán a cabo con el agente. Si no se ha nombrado un agente, el propietario será considerado el agente.

(Completar con letra imprenta)

Nombre del agente

Nombre de la empresa (si corresponde)

Dirección postal del agente ciudad/estado/código postal

() () ()
Teléfono del agente Código de área Celular Código de área Fax

Correo electrónico: _____

Si un agente representa al dueño de la propiedad, complete la siguiente información:

Por medio de la presente, autorizo a la persona nombrada más abajo para que actúe como mi agente en el procesamiento de esta solicitud ante el Concejo Municipal de la Ciudad de Joliet:

Firma del/de los propietario(s):

Fecha: _____

Fecha: _____

IV. VOTANTES REGISTRADOS QUE RESIDEN EN EL TERRITORIO A ANEXAR:

N/A		()
NOMBRE	DIRECCIÓN	Cód. de área Teléfono
_____	_____	_____
NOMBRE	DIRECCIÓN	Cód. de área Teléfono
_____	_____	_____
NOMBRE	DIRECCIÓN	Cód. de área Teléfono
_____	_____	_____

V. Información de la propiedad:

DIRECCIÓN DE LA PROPIEDAD:

Vacant Leach Ave Joliet
DIRECCIÓN DE LA PROPIEDAD CIUDAD

IL
ESTADO

Will
MUNICIPIO

60432
CÓDIGO POSTAL

NÚMERO DE IDENTIFICACIÓN DE LA PROPIEDAD (PIN o números fiscales): _____

30-07-11-213-003-0000

DESCRIPCIÓN LEGAL DE LA PROPIEDAD (O ADJUNTAR COPIA DE «PLANO DE AGRIMENSURA»):

Vacant Leach Lot and Elgin Ave and Leach Ave Joliet IL 60432. see attached annexation plan

TAMAÑO DEL LOTE: ANCHO 138.5 PROFUNDIDAD 138.5 ÁREA 19,180 sq ft

USO ACTUAL DEL TERRENO: vacant

ZONIFICACIÓN EXISTENTE: R-2A zoning / R-2A

USO PROPUESTO DEL TERRENO O PROPÓSITO DE LA ANEXIÓN: annex the lot to the existing residential property

CLASIFICACIÓN DE ZONIFICACIÓN SOLICITADA: R-2A

USOS DE LAS PROPIEDADES CIRCUNDANTES:

NORTE Residential

ESTE Residential

SUR Residential

OESTE Residential

IMPORTANTE

Para presentar su solicitud de anexión, deberá comparecer ante la Comisión de Planificación y el Concejo Municipal. Un abogado puede comparecer en su nombre.

El abajo firmante entiende que no tiene derecho a ningún financiamiento por parte de la Ciudad de Joliet para mejoras públicas en virtud de esta anexión.

No se proporcionan traductores en las audiencias públicas.

Por medio de la presente, afirmo que todas las declaraciones anteriores son verdaderas y correctas a mi leal saber y entender.

X _____
PETICIONARIO

FECHA

PETICIONARIO

FECHA

Suscrito y jurado ante mí en
este _____ de _____ de 20____.

NOTARIO PÚBLICO

FORMULARIO DE LA CIUDAD DE JOLIET PARA LA DIVULGACIÓN DE TITULARIDAD

La Ciudad de Joliet requiere que aquellas personas que solicitan un alivio de zonificación, una aprobación de subdivisión, permisos de construcción o licencias comerciales divulguen la identidad de todas las personas que tengan una participación propietaria en el negocio y los bienes inmuebles asociados con la solicitud. Se debe completar una copia de este formulario y enviarlo junto con los otros documentos de la solicitud. El no completar y enviar correctamente este formulario puede provocar la denegación de la solicitud.

I. INFORMACIÓN SOBRE LA SOLICITUD

Este formulario se envía como parte de una solicitud de (marque todas las opciones que correspondan):

- ☒ Rezonificación, permiso de uso especial, variación u otro alivio de zonificación (complete las secciones II y III)
- ☐ Plano catastral preliminar, plano catastral final o plano catastral de registro de subdivisión (complete las secciones II y III)
- ☐ Permiso de construcción (complete las secciones II y III)
- ☐ Licencia comercial (complete todas las secciones)

II. INFORMACIÓN SOBRE LA PROPIEDAD

La dirección y PIN(s) de los bienes inmuebles asociados con esta solicitud son:

Vacant Leach Avenue, Joliet IL 60432
PIN(s): 30-07-11 213 -003

III. TITULARIDAD DE LA PROPIEDAD

Seleccione el tipo de propietario del inmueble asociado con esta solicitud y complete la información de contacto correspondiente a continuación:

- ☒ **Individuos:** Indique los nombres, direcciones y números de teléfono del propietario o los propietarios individuales
- ☐ **Corporación:** Indique los nombres, direcciones y números de teléfono de todas las personas que posean el 3 % o más de las acciones de la corporación y detalle el porcentaje de acciones en poder de dichos accionistas
- ☐ **Sociedad de responsabilidad limitada:** Indique los nombres, direcciones y números de teléfono de todos los miembros de la empresa, junto con el porcentaje de propiedad de cada miembro
- ☐ **Fideicomiso de tierras:** Indique los nombres, direcciones y números de teléfono de los fideicomisarios y todos los beneficiarios
- ☐ **Asociación:** Indique los nombres, direcciones y números de teléfono de todos los socios
- ☐ **Otro tipo de organización:** Indique los nombres, direcciones y números de teléfono de todas las personas pertenecientes a la organización o con el derecho de dirigir los asuntos de la organización y que tengan una participación propietaria legal o equitativa

Raul Ramirez Nunez

CORREO ELECTRÓNICO: _____ FAX: _____

IV. TITULARIDAD DEL NEGOCIO

Si el propietario del negocio no es el propietario del inmueble asociado a la solicitud, se deberá proporcionar la siguiente información:

Seleccione el tipo de propietario de negocio asociado con esta aplicación y complete la información de contacto a continuación:

- ☐ **Individuos:** Indique los nombres, direcciones y números de teléfono del propietario o los propietarios individuales
- ☐ **Corporación:** Indique los nombres, direcciones y números de teléfono de todas las personas que posean el 3 % o más de las acciones de la corporación y detalle el porcentaje de acciones en poder de dichos accionistas
- ☐ **Sociedad de responsabilidad limitada:** Indique los nombres, direcciones y números de teléfono de todos los miembros de la empresa, junto con el porcentaje de propiedad de cada miembro
- ☐ **Asociación:** Indique los nombres, direcciones y números de teléfono de todos los socios
- ☐ **Otro tipo de organización:** Indique los nombres, direcciones y números de teléfono de todas las personas de la organización que tengan una participación propietaria legal o equitativa

N/A

CORREO ELECTRÓNICO: _____ FAX: _____

NOTA:

Si un accionista, miembro, beneficiario o socio mencionado en la Sección III o la Sección IV no es un individuo, también se deberá revelar la información relativa a las personas que tienen el título legal o equitativo de los bienes inmuebles o negocios asociados con la solicitud. Por ejemplo, si los bienes inmuebles asociados con una solicitud son propiedad de un fideicomiso de tierras y el beneficiario de dicho fideicomiso es una sociedad de responsabilidad limitada, se deberá revelar la información de los miembros de la sociedad de responsabilidad limitada. Si uno de los miembros de la sociedad de responsabilidad limitada es una asociación, se deberá revelar la identidad de los socios. Si uno de los socios es una corporación, se deberá revelar la información de todas las personas que posean el 3 % o más de las acciones emitidas.

FIRMADO: _____

FECHA: 04 21 26

Nombre, cargo y números de teléfono de la persona que completa y envía este formulario:

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT is made and entered into this ___ day of ____, 2026, by and between the City of Joliet, an Illinois home rule municipal corporation ("City") and Raul Ramirez Nunez ("Owner").

RECITALS

WHEREAS, the Owner is the owner of record of 1 lot totaling approximately 0.14 Acres Lot 8 in Block 6 in Elgin Park, a Subdivision in Section 11, in Township 35 North and in Range 10, East of the Third Principal Meridian, According to the Plat Thereof Recorded May 21, 1900 in Book 10, Page 32, as Document 207623, in Will County Illinois, which property is referred to herein as "Lot 8" and is described in this agreement.

WHEREAS, the Parcel is not within the corporate limits of any municipality but is or shall be contiguous to the City prior to its annexation by the City in accordance with the applicable provisions of the *Illinois Municipal Code*, and

WHEREAS, the City and the Owner desire that the City annex the Parcel and approve the development of the Parcel in accordance with this Agreement and the ordinances and regulations of the City; and

WHEREAS, a public hearing has been held in the manner provided by law regarding the annexation and zoning classification of the Parcel and the adoption and approval of this Agreement; and

WHEREAS, by a favorable vote of at least two-thirds of its corporate authorities then holding office, the City has passed a resolution approving this Agreement and authorizing its execution by the Mayor and City Clerk.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, the City and the Owner agree as follows:

1. INCORPORATION OF RECITALS

The foregoing recitals are hereby incorporated into the body of this Agreement. Similarly, any exhibit referred to in this Agreement is hereby incorporated by reference as if fully set forth and

repeated.

2. **ANNEXATION OF THE PARCEL**

Concurrently with the approval of this Agreement, the City shall, by ordinance, annex the Parcel in accordance with applicable law.

3. **ZONING OF THE PARCEL**

Concurrently with the passage of an ordinance annexing the Parcel by the City, the City shall enact an ordinance classifying the Parcel as R-3 (One- and Two-Family Residential) zoning. The Zoning Ordinance of the City of Joliet (Ordinance No. 5285, as re-adopted pursuant to home rule authority by Ordinance No. 8730, as amended from time to time) ("Zoning Ordinance"), shall apply in all respects to the Parcel, except as may be expressly and specifically provided for herein. The City shall be permitted to amend the Zoning Ordinance or reclassify the Parcel during the effective term of this Agreement and thereafter in the manner set forth in the Zoning Ordinance or under law. Any ambiguity or omission shall be resolved in favor of the applicability of the Zoning Ordinance.

In addition to the prohibitions and requirements of the Zoning Ordinance, the following uses shall be prohibited on the Parcel:

- Outdoor Advertising, Except For Real Estate Sales And Marketing Signs Announcing Availability Of Property Within The Parcel;
- Mobile Homes or Recreational Vehicle Park;
- Sexually Oriented Businesses
- Salvage yards or storage of inoperable motor vehicles

- Any use in violation of the applicable zoning ordinance

The enumeration of certain prohibited uses in this Agreement shall not be construed as permitting other uses.

4. **SUBDIVISION OF THE PARCEL**

The Subdivision Regulations of the City of Joliet (Ordinance No. 7208, as amended), shall apply in all respects to the Parcel. Any ambiguity or omission shall be resolved in favor of the applicability of the Subdivision Regulations.

5. **MUNICIPAL AND PUBLIC UTILITIES**

Article 31 of the Code of Ordinances, as amended, re-codified or succeeded from time to time, including, but not limited to the payment of water and sewer connection charges, shall apply in all respects to the Parcels and to the provision of water and sanitary sewer collection and treatment services to the Owner by the City, except as may be expressly and specifically provided for herein. Any ambiguity or omission shall be resolved in favor of the applicability of Article 31, as amended.

(a) **Water Supply**

Upon annexation of the Parcel to the City, and the issuance of required permits and approvals by the City, and any other agency having jurisdiction thereof, the Owner shall be permitted to connect the Parcel to the City public water utility system. The Owner shall be responsible for extending the water lines to the Parcel.

(b) **Sanitary Sewer Service**

Upon annexation of the Parcel to the City and the issuance of required permits and approvals by the City and any other agency having jurisdiction thereof, the Owner shall be permitted to connect the Parcel to the City sanitary sewer utility system. The Owner shall be responsible for extending the sewer lines to the Parcels.

6. **DEVELOPMENT FEES**

(a) **General**

In consideration of the approval of this Agreement by the City and the provision of municipal services to the Parcel, the Owner hereby agrees, for itself and its Successors, to timely pay in full the following items ("Development Fees") in accordance with the applicable ordinances, as such ordinances may be presently constituted or as may hereafter be amended.

- (1) Water Connection Charge, Section 31-54 of the Code of Ordinances;
- (2) Sanitary Sewer Connection Charge, Section 31-54 of the Code of Ordinances;
- (3) Fire Protection District Disconnection Fee, Section 23-43 of the Code of Ordinances;
- (4) Development Impact Fee, Section 23-60 of the Code of Ordinances; and
- (5) Assurances for Public Improvements, Section IV of the Subdivision Regulations, including, but not limited to, sub-section 4.5(B) thereof.

(b) **Waiver of Right to Contest Public Improvement Requirements or Development Fees**

The Owner, for itself and its Successors, hereby waives and disclaims any and all right or claim it may have or hereafter acquire under which Owner or its Successors may seek to avoid, reduce, condition or delay the payment of Development Fees or seek a refund or rebate thereof, or that would have the effect of invalidating such fees or impairing the collection thereof. In addition, the Owner, for itself and its Successors,

hereby waives and disclaims any and all right or claim it may have or hereafter acquire under which Owner or its Successors may seek to avoid, reduce, condition or delay the provision of the roadway improvements and other public improvements required by this Agreement or the Subdivision Regulations at the Owner's sole cost and expense and without the right of recapture.

(c) Covenant Not to Sue

In addition to the foregoing, Owner warrants and covenants with the City that it shall not bring suit, nor shall it join or become included in any proceeding, including, but not limited to, a class action proceeding, that:

(1) seeks to enjoin, restrain, condition or impair the enforcement of ordinances imposing, implementing or amending Development Fees or the provision of public improvements;

(2) seeks a declaration regarding the validity, constitutionality or enforceability of such ordinances;

(3) seeks the mandatory approval or execution of subdivision plats or construction permits without the full and prompt payment of Development Fees or the provision of public improvements by a writ of mandamus or injunction; or

(4) seeks to enjoin, restrain, condition or impair the payment or collection of money or the transfer or improvement of property pursuant to ordinances imposing, implementing or amending Development Fees or requiring the provision of public improvements at the expense of the Owner;

(5) claims that the enforcement of ordinances imposing Development Fees or requiring the provision of public improvements at the expense of the Owner constitute a taking;

(6) claims the ordinances establishing, implementing or amending the Development Fees, the Zoning Ordinance or the Subdivision Regulations were not validly enacted.

(d) Reliance by City

The parties acknowledge that the City has agreed to annex the Parcel and provide municipal services in strict reliance upon the Owner's agreement to pay Development Fees and to provide public improvements as set forth in this Agreement and the Subdivision Regulations.

(e) *Other Taxes and Fees*

The payment of Development Fees and the provision of public improvements shall be in addition to any other tax, fee, charge, assessment or requirement levied or imposed by the City.

7. **ROAD AND OTHER IMPROVEMENTS**

Owner shall be required to construct or provide an escrow payment for the amount of roadway improvements along entire property frontage to Leach Avenue in accordance with Public Works Standards prior to permitting of any building or development activity on the subject property.

8. **APPLICABILITY OF CITY CODES AND ORDINANCES**

Unless otherwise specifically and expressly exempted by this Agreement, the Parcel and any use made of the Parcel shall be subject to, and shall comply with, all City Codes and Ordinances including, but not limited to, the Code of Ordinances, the Zoning Ordinance and the Subdivision Regulations. In addition, the reference herein to any City code, ordinance or regulation shall not be construed to waive, modify, limit or otherwise affect the applicability of any other City code, ordinance.

9. **NOTICES**

All notices required by this Agreement shall be in writing. The mailing of a notice by registered or certified mail, return receipt required, shall be sufficient service. Such notice shall be deemed served on the fourth day (excluding Sundays and legal holidays) after its deposit with the postal authorities.

Notice to City shall be addressed as follows:

City Manager
City of Joliet
150 West Jefferson Street Joliet, Illinois 60432

with a copy to:

Corporation Counsel
City of Joliet
150 West Jefferson Street Joliet, Illinois 60434

Notice to Owner shall be addressed as follows:

Raul Ramirez Nunez

502 Leach Ave

Joliet, IL 60432

The parties may hereafter agree in writing to accept service of notice in any other manner.

10. **AMENDMENTS**

This Agreement, including the attached exhibits, may be amended only with the mutual consent of the parties by a duly executed written Agreement.

Notwithstanding the foregoing, all or any portion of the Parcel may be rezoned upon the mutual Agreement of the City and the owner of record of the affected territory without such reclassification constituting an amendment to this Agreement. In such event, notice and hearing shall be provided as may be required by ordinance with respect to zoning reclassifications. Notice and hearing that may be required by law for amendments to annexation Agreements shall not be required. Furthermore, approval of the zoning reclassification shall not require a supermajority as may be required by law for the amendment of an annexation Agreement.

Neither the City nor the Owner shall be obligated to amend this Agreement during its term and no action shall lie to compel such action or to compensate a party for an election not to amend

this Agreement. Similarly, the City may elect not to rezone the Parcels during the term of this Agreement and such election shall not be justiciable.

11. **FINAL AGREEMENT AND CONSTRUCTION**

This Agreement supersedes all prior Agreements, negotiations and exhibits and is a full and complete integration of the matters of assent existing between the parties. The express reference in this Agreement to a specific ordinance, resolution or other requirement of the City shall not be construed so as to waive any other such ordinance, resolution or requirement. It is the understanding of the parties that all ordinances and regulations of the City shall apply to the Parcel in all respects unless otherwise expressly and specifically provided for herein. For purposes of construction, both the City and the Owner shall be deemed the authors of this Agreement.

12. **ENFORCEMENT**

This Agreement shall be enforceable by actions in law and at equity, including actions for specific performance and injunctive relief, provided however, that an action for money damages shall not lie against the City or its officials. The laws of the State of Illinois shall control the construction and enforcement of this Agreement. The parties agree that all actions instituted on this Agreement shall be commenced and heard in the Circuit Court of Will County, Illinois, and not in any other county, and hereby waive venue in any other court of competent jurisdiction.

Before any failure of any party to perform any obligation arising from this Agreement shall be deemed to constitute a breach, the party claiming the breach shall notify the defaulting party and demand performance. No breach of this Agreement shall have been found to have occurred if performance is commenced to the satisfaction of the complaining party within thirty business days of the receipt of such notice.

13. **SUCCESSORS**

This Agreement shall bind and inure to the benefit of each party and their successors in

interest, including, but not limited to, their respective corporate authorities, heirs, successors, assigns, lessees, transferees, and licensees ("Successors"). The Owner may assign this Annexation Agreement to any of its related entities at any time without objection or approval of the City of Joliet and shall then be relieved of any duties or responsibilities under the Annexation Agreement.

14. **AGREEMENT AS COVENANT**

The terms and conditions of this Agreement shall constitute restrictive covenants or equitable servitudes running with the land. The City shall record this Agreement with the Recorder of Deeds.

15. **SEVERABILITY**

If any provision, covenant, Agreement or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provision, covenant, Agreement or portion of this Agreement, and to that end, every provisions, covenants, Agreements or portions of this Agreement is declared to be severable.

16. **DURATION**

This Agreement shall take effect on the date hereinabove written and shall remain in effect for a term of 20 years. ***IN WITNESS WHEREOF***, the parties have caused this Agreement to be executed on the date hereinabove first written.

17. **COOPERATION IN EVENT OF CHALLENGE**

Developer agrees to indemnify, defend (with counsel reasonably acceptable to the City) and hold harmless the City, its elected and appointed officers, its boards, commissions and committees, the members of such boards commissions and committees, its employees, its representatives, its agents, its engineers, the successors, assigns, executors, administrators,

heirs, and beneficiaries of the foregoing (the "Indemnitees"), which arise directly or indirectly from the entry of this Agreement, any actions contemplated or taken pursuant to this Agreement, including, but not limited to the annexation, rezoning, special use permits, or other City approvals, permits, or entitlements. IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date hereinabove first written.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date hereinabove first written.

CITY:

City of Joliet, an Illinois home rule
Municipal corporation

OWNER:

Raul Ramirez Nunez

By: _____
Mayor, City of Joliet

Attest:

By: _____
City Clerk