

DATE: September 09, 2021
TO: Joliet Plan Commission
FROM: Planning Staff
SUBJECT: A-9-21: 1st Amendment to an Annexation Agreement for 7000 Caton Farm Road
Z-4-21: Reclassification of 3.31 Acres Located at 7000 Caton Farm Road from R-B (Restricted Business) to B-1 (Neighborhood Business) Zoning

GENERAL INFORMATION:

APPLICANT: JJB Rentals LLC
OWNER: Provena Properties
REQUESTED ACTION: Approval of an amendment to an existing annexation agreement and reclassification from R-B (Restricted Business) to B-1 (Neighborhood Business) Zoning
PURPOSE: To allow the existing multi-tenant medical office building to be reused as a multi-tenant commercial building
LOCATION: 7000 Caton Farm Road (PIN #06-03-31-100-003-0000)
SIZE OF PARCEL: 3.31 acres
EXISTING ZONING: R-B (Restricted Business)
PROPOSED ZONING: B-1 (Neighborhood Business) Zoning
EXISTING LAND USE: Vacant, multi-tenant medical office building
SURROUNDING LAND USE & ZONING:
North: R-2A (Single-family Residential); Mirage Subdivision
South: R-2 (Single-family Residential); Cumberland Subdivision
East: R-2 (Single-family Residential); Cumberland Subdivision
West: R-2 (Single-family Residential); Cumberland Subdivision

SITE HISTORY: The 3.31 acre subject site was annexed and zoned R-B (Restricted Business) in February 2004. A 34,396 square foot multi-tenant office building was constructed at this site in 2006. The building was designed with internal access to the tenant spaces by way of two central corridors. The building currently has seven separate, fully-built out suites and 12,240 square feet of raw, unfinished space in the rear. The building has been vacant for four to five years. Previously, Provena St. Joseph occupied the largest amount of tenant space.

SPECIAL INFORMATION: JJB Rentals, the contract purchaser, seeks a zoning reclassification for this property in order allow B-1 (Neighborhood Business) uses in the existing, vacant multi-tenant office building. JJB Rentals also seeks to amend the annexation agreement by removing the restrictions on permitted hours of operation for future businesses. The agreement currently prohibits the building being open to the public from 9 pm to 6 am.

In order to attract retail and service type businesses, JJB Rentals proposes modifying the front façade of the building by adding direct-access entry doors into the tenant spaces. A conceptual floor plan and elevations are attached. At this time, no known users for the tenant spaces have been identified.

The property has 227 parking spaces, with the majority located in front of the building and the remaining located along the perimeter of the lot. This amount of parking spaces exceeds the City's one space per 180 square feet of retail space requirement, which would be 192 spaces for a 34,396 square foot building.

JJB Rentals invited residents and property owners that live within 600 feet of the subject property to meeting that was held on August 30th, 2021 at the 7000 Caton Farm Road building to review their plans for the building and property. Three residents appeared. JJB Rentals reported that these three residents were supportive of the proposed zoning change and redevelopment.

ANALYSIS: The approval of the Zoning Reclassification to B-1 (Neighborhood Business) and the approval of the Amendment to the existing Annexation Agreement will allow appropriate zoning for the site and building to be redeveloped for neighborhood retail and service uses.

CASE NO. 2-4-21

DATE FILED: 7/16/21

CITY PLAN COMMISSION
JOLIET, ILLINOIS

PETITION FOR RECLASSIFICATION

PETITIONER'S NAME: JJB Rentals LLC - Series 7000 Caton Farm Road

HOME ADDRESS: _____

CITY, STATE, ZIP: _____

HOME PHONE: _____

CELL #: _____ E-MAIL: _____

BUSINESS ADDRESS: 8748 E. Hansel Rd

CITY, STATE, ZIP: Channahon, Illinois 60410

BUSINESS PHONE: _____

LEGAL DESCRIPTION OF PROPERTY: _____

SEE ATTACHED

COMMON ADDRESS: 7000 Caton Farm Road

PERMANENT INDEX NUMBER (Tax No. PIN): 06-03-31-100-003-0000

LOT SIZE: WIDTH _____ DEPTH _____ AREA Approximately 3.31 Acres

PRESENT USE: Vacant Office Building ZONING: R-B

USES OF SURROUNDING PROPERTIES: NORTH Residential - R-2A (Joliet)

SOUTH Residential - R-2 (Joliet)

EAST: Residential - R-2 (Joliet)

WEST Residential - R-2 (Joliet)

ZONING CLASSIFICATION REQUESTED: B-1

REASON FOR REQUEST: Redevelopment of the Property

PROPERTY INTEREST OF PETITIONER: Contract Purchaser

OWNER OF PROPERTY: Provena Properties Inc

HOME ADDRESS: _____

CITY, STATE, ZIP: _____

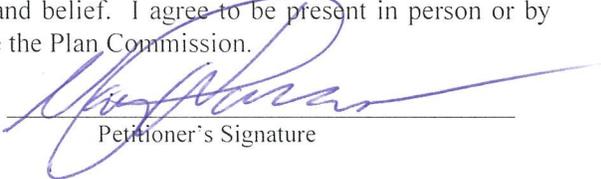
HOME PHONE: _____

CELL: _____ E-MAIL: _____
BUSINESS ADDRESS: 5747 Dempster Street _____
CITY, STATE, ZIP: Morton Grove, Illinois 60053 _____
BUSINESS PHONE: _____

The ownership of all property held in a trust must be submitted on a Certificate of Ownership.

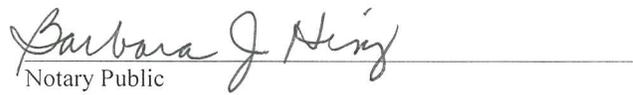
STATE OF ILLINOIS) ss
COUNTY OF WILL)

I, Nathaniel P. Washburn, Attorney & Agent, depose and say that the above statements are true and correct to the best of my knowledge and belief. I agree to be present in person or by representation when this petition is heard before the Plan Commission.



Petitioner's Signature

Subscribed and sworn to before me this 16th day of July, 2021



Notary Public



LEGAL DESCRIPTION

THAT PART OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 31, AND THE SOUTHWEST $\frac{1}{4}$ OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 31; THENCE SOUTH 90 DEGREES 53 MINUTES 16 SECONDS EAST, ALONG THE NORTH LINE OF SAID NORTHWEST $\frac{1}{4}$, 608.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST $\frac{1}{4}$, 91.82 FEET, TO THE NORTH LINE OF DOCUMENT NO. R90-19501; THENCE SOUTH 88 DEGREES 35 MINUTES 22 SECONDS EAST, ALONG SAID NORTH LINE, 430.47 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST $\frac{1}{4}$, 400.00 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 16 SECONDS WEST, PARALLEL WITH THE NORTH LINE OF SAITH NORTHWEST $\frac{1}{4}$, 430.34 FEET, TO A POINT 608.00 FEET EAST OF THE WEST LINE OF SAID NORTHWEST $\frac{1}{4}$; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, PARALLEL WITH SAID WEST LINE. 317.93 FEET, TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS

CITY OF JOLIET OWNERSHIP DISCLOSURE FORM

The City of Joliet requires that applicants for zoning relief, subdivision approval, building permits and business licenses disclose the identity of all persons having an ownership interest in the business and the real property associated with the application. A copy of this form must be completed and submitted with other application materials. Failure to properly complete and submit this form may result in the denial of the application.

I. INFORMATION ABOUT THE APPLICATION

This form is submitted as part of an application for the following (check all that apply):

- Rezoning, Special Use Permit, Variation, or Other Zoning Relief (Complete Sections II and III)
- Preliminary Plat, Final Plat, or Record Plat of Subdivision (Complete Sections II and III)
- Building Permit (Complete Sections II and III)
- Business License (Complete All Sections)

II. INFORMATION ABOUT THE PROPERTY

The address and PIN(s) of the real property associated with this application are:

7000 Caton Farm Road

PIN(s): 06-03-31-100-003-0000

III. PROPERTY OWNERSHIP

Select the type of owner of the real property associated with this application and fill in the appropriate contact information below:

- Individual:** State the names, addresses, and phone #'s of the individual owner(s)
- Corporation:** State the names, addresses, and phone #'s of all persons holding 3% or more of the stock of the corporation and the percentage of shares held by such stockholders
- Limited Liability Company:** State the names, addresses, and phone #'s of all members of the company along with the percentage of ownership held by each member
- Land Trust:** State the names, addresses, and phone #'s of the trustee(s) and all beneficiaries
- Partnership:** State the names, addresses, and phone #'s of all partners
- Other type of organization:** State the names, addresses, and phone #'s of all persons having a legal or equitable ownership interest in the organization or the right to direct the affairs of the organization

JJB Rentals LLC - Series 7000 Caton Farm Road

8748 E. Hansel Road, Channahon, Illinois 60410

Jared Briscoe - 50% Owner

Jason Briscon - 50% Owner

E-MAIL: _____ FAX: _____

IV. BUSINESS OWNERSHIP

If the owner of the business is different than the owner of the real property associated with the application, then the following information must be provided:

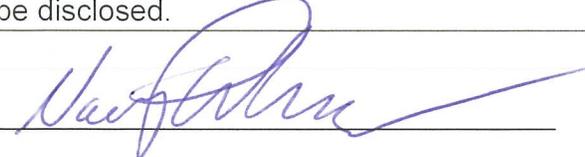
Select the type of business owner associated with this application and fill in the contact information below:

- Individual:** State the names, addresses, and phone #'s of the individual owner(s)
- Corporation:** State the names, addresses, and phone #'s of all persons holding 3% or more of the stock of the corporation and the percentage of shares held by such stockholders
- Limited Liability Company:** State the names, addresses, and phone #'s of all members of the company along with the percentage of ownership held by each member
- Partnership:** State the names, addresses, and phone #'s of all partners
- Other type of organization:** State the names, addresses, and phone #'s of all persons having a legal or equitable ownership interest in the organization

E-MAIL: _____ FAX: _____

NOTE:

If a stockholder, member, beneficiary or partner disclosed in Section III or Section IV is not an individual, then the individuals holding the legal or equitable title to the real property or business associated with the application must also be disclosed. For example, if the real property associated with an application is owned by a land trust, and the beneficiary of the land trust is a limited liability company, then the members of the limited liability company must be disclosed. If one of the members of the limited liability company is a partnership, then the identity of the partners must be disclosed. If one of the partners is a corporation, then all persons owning 3% or more of the issued stock must be disclosed.

SIGNED: 

DATE: 07/16/2021

Name, Title, and Telephone Numbers of Person Completing and Submitting This Form:

Nathaniel P. Washburn, Attorney, 815-727-4511

PRINT

III. Agent Authorization:

Please check one of the following:

I will represent my petition before the Plan Commission and the City Council of the City of Joliet.

I hereby authorize the person named below to act as my agent in representing this application before the Plan Commission and the City Council of the City of Joliet.

Note: The agent is the official contact person for this project and the single point of contact. All correspondence and communication will be conducted with the agent. If no agent is listed, the owner will be considered the agent.

(Please Print)

Nathaniel P Washburn Agent's Name Kavanagh Grumley & Gorbold LLC Company Name (If Applicable)

111 N. Ottawa Street, Joliet, Illinois 60432 Agent's Mailing Address City/State/Zip

(815) 727-4511 Agent's Phone () Area Code Mobile (815) 727-1586 Area code Fax

Email address: nwashburn@kcgllc.com

If an agent is representing the owner of the property, please complete the following information:

I hereby authorize the person named above to act as my agent in processing this application before the City Council of the City of Joliet:

Petitioner's Signature (s):

[Signature]
By Nathaniel P. Washburn Agent Date: 8/5/21

IV. REGISTERED VOTERS RESIDING ON TERRITORY TO BE ANNEXED:

N/A NAME ADDRESS () Area Code Phone

NAME ADDRESS () Area Code Phone

NAME ADDRESS () Area Code Phone

CHRISTA M. DESIDERIO
CITY CLERK
JOLIET, ILLINOIS

21 AUG 17 AM 11:44

FILED

v. Property information:

PROPERTY ADDRESS:

7000 Caton Farm Road Joliet Illinois Plainfield 60586
PROPERTY ADDRESS CITY STATE TOWNSHIP ZIP CODE

PROPERTY IDENTIFICATION NUMBER (P.I.N. or tax number(s)): 06-03-31-100-003-0000

LEGAL DESCRIPTION OF PROPERTY (OR ATTACH COPY OF "PLAT OF SURVEY"):

SEE ATTACHED

LOT SIZE: WIDTH _____ DEPTH _____ AREA Approximately 3.31 Acres

PRESENT LAND USE: Vacant Office Building

EXISTING ZONING: R-B

PROPOSED LAND USE AND/OR PURPOSE OF ANNEXATION: Amendment to annexation agreement to conform with newly requested zoning

ZONING CLASSIFICATION REQUESTED: B-1

USES OF SURROUNDING PROPERTIES:

NORTH Residential - R-2A (Joliet) EAST Residential - R-2 (Joliet)
SOUTH Residential - R-2 (Joliet) WEST Residential - R-2 (Joliet)

IMPORTANT

You must appear before the Plan Commission and the City Council to present your annexation request. A lawyer may appear on your behalf.

The undersigned understands that they are not entitled to any City of Joliet funding for public improvements by virtue of this annexation.

I hereby depose and say that all of the above statements are true and correct to the best of my information and behalf.

[Signature]
PETITIONER'S AGENT

8/5/21
DATE

PETITIONER

DATE

Subscribed and Sworn to before me this 5th day of August, 2021.

Barbara J. Hinz
NOTARY PUBLIC



JOLIET, ILLINOIS
CITY CLERK
CHRISTA M. DESIDERIO

21 AUG 17 AM 11:41

FILED

LEGAL DESCRIPTION

THAT PART OF THE NORTHWEST ¼ OF SECTION 31, AND THE SOUTHWEST ¼ OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 31; THENCE SOUTH 90 DEGREES 53 MINUTES 16 SECONDS EAST, ALONG THE NORTH LINE OF SAID NORTHWEST ¼, 608.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST ¼, 91.82 FEET, TO THE NORTH LINE OF DOCUMENT NO. R90-19501; THENCE SOUTH 88 DEGREES 35 MINUTES 22 SECONDS EAST, ALONG SAID NORTH LINE, 430.47 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST ¼, 400.00 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 16 SECONDS WEST, PARALLEL WITH THE NORTH LINE OF SAITH NORTHWEST ¼, 430.34 FEET, TO A POINT 608.00 FEET EAST OF THE WEST LINE OF SAID NORTHWEST ¼; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, PARALLEL WITH SAID WEST LINE, 317.93 FEET, TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS

FILED
21 AUG 17 AM 11:44
CHRISTA M. DESIDERIO
CITY CLERK
JOLIET, ILLINOIS

STATE OF ILLINOIS)
) SS.
COUNTY OF WILL)

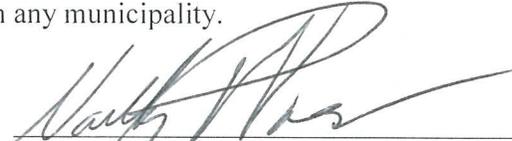
BEFORE THE MAYOR AND CITY COUNCIL
OF THE CITY OF JOLIET, ILLINOIS

PETITION TO AMENDMENT ANNEXATION AGREEMENT TO THE CITY OF JOLIET

Pursuant to Section 7-1-8 of the Illinois Municipal Code, the undersigned being duly sworn, states on oath as follows:

1. The undersigned is duly authorized by law to execute and file this Petition for Annexation.
2. The undersigned is the owner of record of all of the land within the territory described in Exhibit "A" ("Territory"), attached hereto and incorporated herein by reference.
3. The undersigned constitutes at least 51% of the electors residing within the Territory, if any.
4. The Territory is not within the corporate limits of any municipality.
5. The undersigned requests the annexation of the Territory to the City of Joliet, Illinois, together with that portion of any highway adjoining the Territory, which is not within any municipality.

DATE: 8/5/21

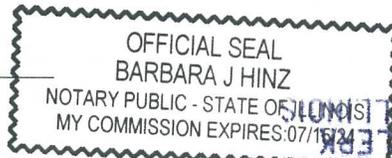


PETITIONER'S AGENT

Subscribed and Sworn to before me
this 5th day of August, 2021.



NOTARY PUBLIC



CHRISTA M. DESIDERIO
CITY CLERK
JOLIET, ILLINOIS

21 AUG 17 AM 11:43

FILED

RESOLUTION NO. 5375

A RESOLUTION APPROVING AN ANNEXATION AGREEMENT

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JOLIET, ILLINOIS, AS FOLLOWS:

SECTION 1: The annexation agreement between the City of Joliet and George Schroeder (the "Owner") and Don Kinsella (the "Developer"), attached hereto and made a part hereof, is hereby approved.

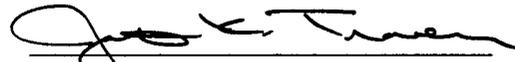
SECTION 2: The Mayor and the City Clerk are hereby authorized and directed to execute the agreement on behalf of the City of Joliet.

SECTION 3: This Resolution shall be in effect upon its passage.

PASSED this 17th day of February, 2004



MAYOR



CITY CLERK

VOTING YES MAYOR SCHULTZ and COUNCILMEN BROPHY, DORRIS, GIARRANTE, HACKER, LEDESMA, SHETINA, TURK and UREMOVIC.

VOTING NO NONE.

NOT VOTING NONE.

PIN: 06-03-31-100-003
ADDRESS: 26233 Caton Farm Road
PLAN COMMISSION APPROVED: Yes
CED DOC. NO.: A-1-04

PREPARED BY: Corporation Counsel, City of Joliet
RETURN TO:

**JANET TRAVEN
CITY CLERK
150 W. Jefferson Street
Joliet, Illinois 60432**

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT is made and entered into this 17th day of February, 2004, by and between the City of Joliet, an Illinois home rule municipal corporation (the "City"), George Schroeder (the "Owner") and Don Kinsella (the "Developer").

RECITALS

WHEREAS, the Owner is the owner of record of approximately 4 acres of land located in Section 3 of Plainfield Township, Will County, Illinois, which property is referred to herein as the "Parcel" and is described in Exhibit "A"; and

WHEREAS, the Owner has agreed to convey the Parcel to the Developer; and

WHEREAS, the Parcel is not within the corporate limits of any municipality but is contiguous to the City in accordance with the applicable provisions of the *Illinois Municipal Code*; and

WHEREAS, the City, the Owner and the Developer 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 by the corporate authorities of the City regarding the annexation and zoning classification of the Parcel and the adoption and approval of this Agreement as required by law; 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, the Owner and the Developer 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**

(a) **General**

Concurrently with the passage of an ordinance annexing the Parcel by the City, the City shall enact an ordinance classifying the Parcel as R-B Restricted Business. 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.

(b) **Additional Prohibitions**

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

- Off-Premise Outdoor Advertising;
- Excavation, Stockpiling Or Relocation Of Materials, Except If Incidental To Permitted Construction And Only For A Period Not To Exceed One Year;

- Unscreened Outdoor Storage;
- Mobile Homes or Recreational Vehicle Park;
- Sexually Oriented Businesses;
- Two-Family Dwelling Units;
- Clubs and Lodges;
- Military Facilities, Armories, Reserve Centers
- Mortuaries;
- Commercial Garages;
- Businesses Open to the Public Between 9 PM and 6 AM; and
- Truck Loading and Offloading Between 9 PM and 6 AM

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

(c) *Future Development to Require PUD*

The actual development of the Parcel shall only be undertaken in accordance with a Planned Unit Development to be submitted by the Developer and approved by the City in the manner set forth in the Zoning Ordinance, as amended from time to time. In addition to other land uses permitted as of right in the R-B zoning district, the Developer may also develop the Parcel with a bank or other financial institution.

(d) *Additional Requirements For Improvements*

In addition to any other requirement set forth in the Zoning Ordinance, Subdivision Regulations or the ordinances approving the platting or development of the Parcel, the entire exterior surface of all principal structures constructed on the Parcel shall be constructed of brick. In addition, the Developer agrees that all principal structures to be erected on the Parcel shall be designed and constructed, to the extent

practicable, with a residential appearance, including building heights of less than 1½ stories and a pitched shingle roof. The Developer shall comply with the landscaping requirements set forth in the Zoning Ordinance and shall also provide a thirty feet wide rear and side yard setback containing a fifteen feet wide landscaped buffer adjacent to all adjacent properties located in a residential zoning district. In addition, a six feet tall shadow box fence shall also be erected and maintained adjacent to all properties located in a residential zoning district.

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, including, but not limited to, the requirement to provide roadway improvements. 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 Parcel and to the provision of water and sanitary sewer collection and treatment services to the Developer or 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 the Illinois Environmental Protection Agency (IEPA), and any other agency having jurisdiction thereof, the Developer shall be permitted to

connect the Parcel to the City public water utility system. The Developer, at its expense and without reimbursement by the City, shall be responsible for the acquisition of all necessary permits and approvals, the design, construction, installation and testing of the water mains, laterals, valves, meters, hydrants, manholes and other appurtenances necessary to connect the Parcel to City water facilities.

The specifications, depth, location and connection points of the water supply system shall be depicted by the Developer in a municipal utilities engineering plan prepared by a professional engineer and submitted to the City for its approval as part of the subdivision platting process.

(b) Sanitary Sewer Service

Upon annexation of the Parcel to the City and the issuance of required permits and approvals by the City and the IEPA, and any other agency having jurisdiction thereof, the Developer shall be permitted to connect the Parcel to the City sanitary sewer utility system. The Developer, at its expense and without reimbursement by the City, shall be responsible for the acquisition of all necessary permits and approvals, the design, construction, installation and testing of the sanitary sewer lines, laterals, manholes and other appurtenances necessary to connect the Parcel to City sanitary sewer facilities. These facilities shall consist of gravity sewers and no pumping stations shall be required to operate the facilities unless approval of the City. The City shall not be obligated to provide wastewater treatment services to the Parcel if it is not located within the Joliet Facilities Planning Area as designated by the IEPA or other agency having jurisdiction thereof.

The specifications, depth, location and connection points of the sanitary sewer improvements shall be depicted by the Developer in a municipal utilities engineering

plan prepared by a professional engineer and submitted to the City for its approval as part of the subdivision platting process.

(c) Easement Requirements

The Owner and the Developer shall dedicate municipal and public utility easements to the City in, over, through and upon the Parcel in each instance where, according to the preliminary municipal utilities engineering plan, municipal or public utilities or drainage facilities are planned or constructed outside of dedicated roadways. These easements shall be conveyed to the City as part of the plat approval process set forth in the Subdivision Regulations, as amended, or as the City may otherwise direct.

All easements shall be permanent, unless otherwise required by the City and shall be a width no less than twenty (20) feet or in such lesser amount depicted in a plat of subdivision. All easements required by this Agreement shall be in writing and shall also be depicted in a Plat of Subdivision or Plat of Easement in recordable form prepared by a professional land surveyor retained by the Developer at its expense. All such easements shall grant and convey the property rights customarily conveyed in a public utility easement including, but not limited to, the right of access thereto for personnel and equipment as may be necessary to install, operate, repair, maintain and replace such facilities.

In addition, at any time during the effective term of this Agreement the City may require the Owner and the Developer to grant one or more easements to the City for access, public roadway, water, sanitary sewer, drainage, storm sewer, public utility and any other public purpose within twenty feet of any boundary of the Parcel. The Owner and the Developer shall deliver to the City a duly executed recordable instrument granting the easement requested by the City within sixty (60) days of the City's request.

(d) Ownership of Municipal Utilities

At the direction of the City, the Developer shall deliver to the City duly executed written instruments conveying to the City all right, title and interest the Developer may have in and to the water and sanitary sewer mains, lines and associated appurtenances constructed in and on the Parcel (but not the service lines on private property connected to individual buildings). The Developer shall first remove all liens, encumbrances or other adverse claims of right prior to making these conveyances. Further, submittal of a maintenance bond or similar security to the City for said improvements shall estop the Developer from thereafter asserting any right, claim or title to such improvements.

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 and the Developer hereby agree, for themselves and their respective 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) Donations of Land and/or Cash in Lieu of Land for School Grounds, Section VII of the Subdivision Regulations;
- (2) The School Facilities Impact Fee as set forth below;
- (3) Donations of Land, Cash in Lieu of Land and Fees for Construction of Park Improvements and Related Infrastructure, Section VIII of the Subdivision Regulations;
- (4) Water Connection Charge, Section 31-54 of the Code of Ordinances;
- (5) Sanitary Sewer Connection Charge, Section 31-54 of the Code of Ordinances;

- (6) Fire Protection District Disconnection Fee, Section 23-43 of the Code of Ordinances;
- (7) Public Library District Disconnection Fee, Section 23-47 of the Code of Ordinances;
- (8) Development Impact Fee, Section 23-60 of the Code of Ordinances; and
- (9) Assurances for Public Improvements, Section IV of the Subdivision Regulations, including, but not limited to, sub-section 4.5(B) thereof;
- (b) Special Provisions Relating to School Facilities

In the event the Parcel is developed with residential land uses, then in addition to any other tax or fee levied or imposed by the City, the Developer, or the Owner, as the case may be, shall also pay a School Facilities Impact Fee as set forth herein as a mandatory condition of receiving each permit to construct a dwelling unit on the Parcel.

(1) Unit School Districts

The School Facilities Impact Fee shall be paid in accordance with the following schedule for a unit school district consisting of kindergarten through twelfth grade:

School Facilities Impact Fee – Unit School District (K-12)

| Number of Bedrooms | 1/1/04 to 6/30/04 | 7/1/04 to 12/31/04 | 1/1/05 to 6/30/05 | 7/1/05 to 12/31/05 | 2006 | 2007 | 2008 |
|---|--------------------------|---------------------------|--------------------------|---------------------------|-------------|-------------|-------------|
| <u>Detached Single Family Dwelling Units</u> | | | | | | | |
| 4+ bedroom | \$2640 | \$3307 | \$3974 | \$4640 | \$4826 | \$5019 | \$5220 |
| 3 bedroom | \$1763 | \$2430 | \$3097 | \$3763 | \$3914 | \$4070 | \$4233 |
| 2 bedroom | \$681 | | \$708 | | \$736 | \$766 | \$796 |
| <u>Attached Single Family Dwelling Units</u> | | | | | | | |
| 4+ bedroom | \$1569 | \$1902 | \$2236 | \$2569 | \$2672 | \$2779 | \$2890 |
| 3 bedroom | \$900 | \$1067 | \$1234 | \$1400 | \$1455 | \$1514 | \$1575 |
| 2 bedroom | \$806 | | \$838 | | \$872 | \$907 | \$943 |
| <u>Apartments</u> | | | | | | | |
| 3+ bedroom | \$1846 | | \$1920 | | \$1997 | \$2077 | \$2160 |
| 2 bedroom | \$651 | | \$677 | | \$704 | \$732 | \$761 |
| 1 bedroom | \$16 | | \$16 | | \$17 | \$18 | \$18 |

(2) **Elementary School Districts**

The School Facilities Impact Fee shall be paid in accordance with the following schedule for an elementary school district consisting of kindergarten through eighth grade:

School Facilities Impact Fee – Elementary School District (K-8)

| Number of Bedrooms | 1/1/04 to 6/30/04 | 7/1/04 to 12/31/04 | 1/1/05 to 6/30/05 | 7/1/05 to 12/31/05 | 2006 | 2007 | 2008 |
|---|--------------------------|---------------------------|--------------------------|---------------------------|-------------|-------------|-------------|
| <u>Detached Single Family Dwelling Units</u> | | | | | | | |
| 4+ bedroom | \$1977 | \$2477 | \$2976 | \$3476 | \$3615 | \$3760 | \$3910 |
| 3 bedroom | \$1215 | \$1674 | \$2134 | \$2593 | \$2697 | \$2805 | \$2917 |
| 2 bedroom | \$581 | | \$604 | | \$628 | \$653 | \$679 |
| <u>Attached Single Family Dwelling Units</u> | | | | | | | |
| 4+ bedroom | \$1041 | \$1262 | \$1484 | \$1705 | \$1773 | \$1844 | \$1918 |
| 3 bedroom | \$688 | \$815 | \$943 | \$1070 | \$1113 | \$1158 | \$1204 |
| 2 bedroom | \$621 | | \$646 | | \$672 | \$699 | \$727 |
| <u>Apartments</u> | | | | | | | |
| 3+ bedroom | \$1266 | | \$1317 | | \$1370 | \$1425 | \$1481 |
| 2 bedroom | \$441 | | \$458 | | \$477 | \$496 | \$515 |
| 1 bedroom | \$11 | | \$11 | | \$12 | \$12 | \$12 |

(3) **High School Districts**

The School Facilities Impact Fee shall be paid in accordance with the following schedule for a high school district consisting of ninth grade through twelfth grade:

School Facilities Impact Fee – High School District (9-12)

| Number of Bedrooms | 1/1/04 to 6/30/04 | 7/1/04 to 12/31/04 | 1/1/05 to 6/30/05 | 7/1/05 to 12/31/05 | 2006 | 2007 | 2008 |
|---|--------------------------|---------------------------|--------------------------|---------------------------|-------------|-------------|-------------|
| <u>Detached Single Family Dwelling Units</u> | | | | | | | |
| 4+ bedroom | \$663 | \$830 | \$998 | \$1164 | \$1211 | \$1259 | \$1310 |
| 3 bedroom | \$548 | \$756 | \$963 | \$1170 | \$1217 | \$1265 | \$1316 |
| 2 bedroom | \$100 | | \$104 | | \$108 | \$113 | \$117 |
| <u>Attached Single Family Dwelling Units</u> | | | | | | | |
| 4+ bedroom | \$528 | \$640 | \$752 | \$864 | \$899 | \$935 | \$972 |
| 3 bedroom | \$212 | \$252 | \$291 | \$330 | \$342 | \$356 | \$371 |
| 2 bedroom | \$185 | | \$192 | | \$200 | \$208 | \$216 |
| <u>Apartments</u> | | | | | | | |
| 3+ bedroom | \$580 | | \$603 | | \$627 | \$652 | \$679 |
| 2 bedroom | \$210 | | \$218 | | \$227 | \$236 | \$246 |
| 1 bedroom | \$5 | | \$5 | | \$5 | \$6 | \$6 |

(4) Annual Adjustments

Unless otherwise agreed to by the parties by an amendment to this Agreement, beginning in 2009 the amount of the School Facilities Impact Fee shall be annually increased by 4% per year.

(5) Time of Payment of School Facilities Impact Fees

School Facilities Impact Fees shall be paid in full for a particular dwelling unit prior to the application for a permit to construct said dwelling unit. Payment shall be

made directly to the school district or districts in which the dwelling unit is located. Evidence of payment shall be issued by the school district and shall be submitted to the City Manager at the time of building permit application. The failure to provide sufficient evidence of the required payment shall constitute sufficient grounds for the denial of the application for a building permit, or for the suspension or revocation of a building permit. In addition, the City Manager may refuse to issue a certificate of occupancy, or may suspend or revoke the same, if sufficient evidence of payment of the School Facilities Impact Fee is not presented.

(c) Waiver of Right to Contest Development Fees

The Owner and the Developer, for themselves and their respective Successors, hereby waives and disclaims any and all right or claim it may have or hereafter acquire under which the Developer, the Owner or their respective 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.

(d) Covenant Not to Sue

In addition to the foregoing, the developer and the Owner warrant and covenant with the City that neither shall bring suit, not 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;

(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 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;

(5) claims that the enforcement of ordinances imposing Development Fees, as applied to the Owner, constitute a taking;

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

(e) Reliance by City

The parties acknowledge that the City has agreed to annex the Parcel and provide municipal services in strict reliance upon the agreement of the Developer and the Owner to pay Development Fees as set forth in this Agreement.

(f) Other Taxes and Fees

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

7. **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.

8. **CATON FARM ROAD IMPROVEMENTS**

Unless the City has previously received sufficient funding from other sources, the Developer shall be responsible for the improvement of Caton Farm Road as a major arterial roadway adjacent to the Parcel.

Subject to final approval in an ordinance approving a Planned Unit Development, the Developer shall be granted one full ingress-egress permit to Caton Farm Road.

The City, the Developer and the Owner hereby irrevocably stipulate and acknowledge that the making of Caton farm Road improvements and the other public improvements required by this Agreement or the Subdivision Regulations, at the Developer's sole cost and expense, are valid development requirements that are necessary to accommodate increased population densities and vehicular and pedestrian traffic that are specifically and uniquely attributable to the development of the Parcel. Similarly, the City, the Developer and the Owner irrevocably stipulate and acknowledge that the requirement to provide the Caton Farm Road Improvements and as set forth in this Agreement or the Subdivision Regulations are not subject to and do not violate the *Road Improvement Impact Fee Law* (605 ILCS 5/5-901 et seq.) or any other law of the State of Illinois.

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 60432

Notice to Owner shall be addressed as follows:

Notice to Developer shall be addressed as follows:

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.

The City shall not 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 Parcel 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").

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 first 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.

**CITY OF JOLIET,
a Municipal Corporation,**

OWNER,

By: 

Mayor



DEVELOPER,

Attest: 

City Clerk



EXHIBIT A

THAT PART OF THE NORTHWEST QUARTER OF SECTION 31, AND THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 31; THENCE SOUTH 89 DEGREES 53 MINUTES 16 SECONDS EAST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, 608.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER, 91.82 FEET, TO THE NORTH LINE OF DOCUMENT NO. R90-19501; THENCE SOUTH 88 DEGREES 35 MINUTES 22 SECONDS EAST, ALONG SAID NORTH LINE, 430.47 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER, 400.00 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 16 SECONDS WEST, PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER, 430.34 FEET, TO A POINT 608.00 FEET EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, PARALLEL WITH SAID WEST LINE, 317.93 FEET, TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

A-1-04: ANNEXATION OF 26233 W. CATON FARM ROAD AND CLASSIFICATION TO R-B (RESTRICTED BUSINESS) ZONING AND APPROVAL OF AN ANNEXATION AGREEMENT

Mr. Haller gave the planning staff report.

Mr. Don Kinsella, Developer for the property, appeared on behalf of the petition.

Mr. Millsap asked how many meetings were had with the area residents.

Mr. Kinsella responded there were three meetings and the residents were concerned about the stray cats.

Mr. Haller said this petition will come before the Plan Commission as a planned unit development in the future, with site plans and building elevations.

No one appeared in opposition to the petition.

Mr. Kella moved that the Plan Commission recommend the City Council approve the Annexation of 26233 W. Caton Farm Road and Classification to R-B (restricted business) zoning and Approval of an Annexation Agreement. Mr. Millsap seconded the motion, which passed with seven aye votes. Voting aye were: Mulvey, Pierson, Strader, Galli, Kella, Millsap and Pasteris.

CITY OF JOLIET
*** CUSTOMER RECEIPT ***
Oper: DMATLCK Type: DC Drawer: 1
Date: 2/24/04 01 Receipt no: 62111

| Description | Quantity | Amount |
|------------------------------|----------|----------|
| DZ FIRE TAX IMPACT FEE | 1.00 | \$446.25 |
| 94 PUBLIC LIBRARY DISCON FEE | 1.00 | \$214.33 |

DONALD KINSELLA
26233 CATON FARM RD

| | | |
|----------------|------|----------|
| Tender detail | | |
| CK CHECK | 1263 | \$660.58 |
| Total tendered | | \$660.58 |
| Total payment | | \$660.58 |

Trans date: 2/24/04 Time: 9:06:09
THANK YOU, PLEASE KEEP YOUR RECEIPT!

DATE: January 12, 2004
TO: Joliet Plan Commission
FROM: Planning Staff
SUBJECT: A-1-04: Annexation of 26233 Caton Farm Road and Classification to R-B (restricted business) Zoning and Approval of an Annexation Agreement.

GENERAL INFORMATION:

APPLICANT: Don Kinsella
STATUS OF APPLICANT: Contract Purchaser/Developer
OWNER: George Schroeder
REQUESTED ACTION: Approval of an Annexation, Classification to R-B (restricted business) zoning and Approval of an Annexation Agreement
PURPOSE: To construct an office complex development
EXISTING ZONING: A-1 (Will County Agriculture)
LOCATION: 26233 Caton Farm Road, north of Cumberland Subdivision
SIZE: 4 acres
EXISTING LAND USE: A farm house and storage building
SURROUNDING LAND USE & ZONING:
North: Single Family, R-1A
South: Single Family, R-2
East: Single Family, R-2
West: Single Family, R-2

SITE HISTORY: No previous cases

SPECIAL INFORMATION: Approval of the proposed Annexation, Annexation Agreement and Classification to R-B Zoning request will allow for a future 3 office building complex. The site presently contains one farm house and three barns with Unincorporated Will County Agriculture Zoning.

The proposed brick office buildings shall be constructed with a residential appearance. The site will include heavy landscape material on all perimeters and a 6' shadow-box fence along the back and sides of the property to buffer the residential. A single ingress and egress curb-cut onto Caton Farm Road will be utilized for the entire development. In the future, a Planned Unit Development will be submitted for review. At that time the site plan and building elevations can be reviewed further.

It should be noted that the developer has met with adjacent homeowners to gather feedback from his proposal. He believes the current proposal meets with their approval for the development of the site.

The proposed Annexation Agreement will allow a financial institution but will prohibit the following uses:

- Duplexes;
- Clubs and lodges;
- Military facilities, Armories, Reserve Centers, etc.;
- Mortuaries;
- Garages;
- Businesses open to the public between 9 PM and 6 AM; and,
- Truck loading or offloading between the hours of 9 PM and 6 AM.

Annexation fees in the amount of \$446.25 for the Plainfield Township Fire District and \$214.33 for Plainfield Township Library District are due upon Annexation approval.

COMMUNITY DESIGN REVIEW BOARD: The Community Design Review Board met on January 8, 2003. Minutes of the meeting are attached.

ANALYSIS: The approval of the Annexation, Annexation Agreement and Zoning Classification to R-B (restricted business) will allow a future office building complex.

CASE NO. A-1-04
DATE FILED 12-4-04

ANNEXATION INFORMATION SHEET

OWNERS:

(NAME) George Schroeder (ADDRESS) 26233 W. Utton Farm Rd, Plainfield, Ill (PHONE) 60485 60514
(NAME) _____ (ADDRESS) _____ (PHONE) _____

REGISTERED VOTERS RESIDING ON TERRITORY TO BE ANNEXED:

(NAME) _____ (ADDRESS) _____ (PHONE) _____
(NAME) _____ (ADDRESS) _____ (PHONE) _____

ADDRESS OF PROPERTY:

26233 W. Utton Farm Rd, Plainfield, Ill
(STREET) (TOWNSHIP) (ZIP CODE)

PROPERTY IDENTIFICATION NUMBER (TAX NO.): 06033400003-0000

LEGAL DESCRIPTION OF PROPERTY:
SEE COPY ATTACHED

LOT SIZE: WIDTH 430 DEPTH 400 AREA 4 ACRES
PRESENT USE: A-1 FARM STORAGE
EXISTING ZONING: A-1
PROPOSED USE: R-B
ZONING CLASSIFICATION REQUESTED: R-B
USES OF SURROUNDING PROPERTIES:
NORTH Residential EAST Residential
SOUTH Residential WEST Residential

IMPORTANT:

You must attached a list of all land owners located within 300 feet of the property to be annexed. You must also appear before the Plan Commission and the City Council to present your annexation request. A lawyer may appear on your behalf.

The undersigned understands that they are not entitled to any City of Joliet funding for public improvements by virtue of this annexation.

I hereby depose and say that all of the above statements are true and correct to the best of my information and belief.

[Signature] PETITIONER DATE 11 24 03

[Signature] PETITIONER DATE _____
SUBSCRIBED AND SWORN TO BEFORE ME THIS 24th DAY OF November 2003

Stephanie Michele Ardolino
NOTARY PUBLIC



FILED
03 DEC 18 AM 9:25
CLERK OF CLERKS

STATE OF ILLINOIS)
) SS.
COUNTY OF WILL)

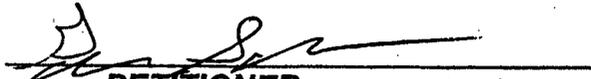
BEFORE THE MAYOR AND CITY COUNCIL
OF THE CITY OF JOLIET, ILLINOIS

PETITION FOR ANNEXATION TO THE CITY OF JOLIET

Pursuant to Section 7-1-8 of the Illinois Municipal Code, the undersigned b
duly sworn, states on oath as follows:

1. The undersigned is duly authorized by law to execute and file this Pet for Annexation.
2. The undersigned is the owner of record of all of the land within the terr described in Exhibit "A" ("Territory"), attached hereto and incorporated hereir reference.
3. The undersigned constitutes at least 51% of the electors residing w the Territory, if any.
4. The Territory is not within the corporate limits of any municipality.
5. The undersigned requests the annexation of the Territory to the Cit Joliet, Illinois, together with that portion of any highway adjoining the Territory whic not within any municipality.

DATE: 11/28/03


PETITIONER owner

Subscribed and Sworn to before me
this 28th day of November, 20 03.


NOTARY PUBLIC

FILED
03 DEC 18 AM 9:25
CITY OF JOLIET
ILLINOIS

26233 W Caton Farm
Plainfield, IL

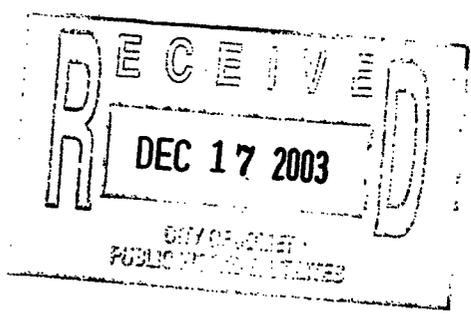
4 acres on Caton Farm

LEGAL DESCRIPTION

THAT PART OF THE NORTHWEST QUARTER OF SECTION 31, AND THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 31; THENCE SOUTH 89 DEGREES 53 MINUTES 16 SECONDS EAST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, 608.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER, 91.82 FEET, TO THE NORTH LINE OF DOCUMENT NO. R90-19501; THENCE SOUTH 88 DEGREES 35 MINUTES 22 SECONDS EAST, ALONG SAID NORTH LINE, 430.47 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER, 400.00 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 16 SECONDS WEST, PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER, 430.34 FEET, TO A POINT 608.00 FEET EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, PARALLEL WITH SAID WEST LINE, 317.93 FEET, TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS

CHECKLIST FOR UTILITIES FOR ANNEXATIONS

DATE: DECEMBER 15, 2003
TO: Director, Public Works & Utilities
FROM: Community & Economic Development
SUBJECT: PETITION FOR ANNEXATION OF:



A-1-04: Annexation of 26233 W. Caton Farm Road and Classification to R-B zoning and Approval of an Annexation Agreement

1. This office has received a petition for annexation for the following described property: (SEE ATTACHED ZONING MAP).

x 2. This property is developed with the following improvements: Farm House and Buildings

x 3. Other relevant information concerning this petition: Proposed use would be office building(s).

4. This petition has been scheduled for a public hearing before the Plan Commission on JANUARY 22, 2004

5. In order to provide complete and accurate information to the Plan Commission, I request that your office provide the following information for the CDRB meeting scheduled for JANUARY 8, 2004.

a. Location of nearest City sanitary sewer with capacity to serve the subject property: CUMBERLAND SUBDIVISION

b. Approximate distance from subject property: ~1000 FT.

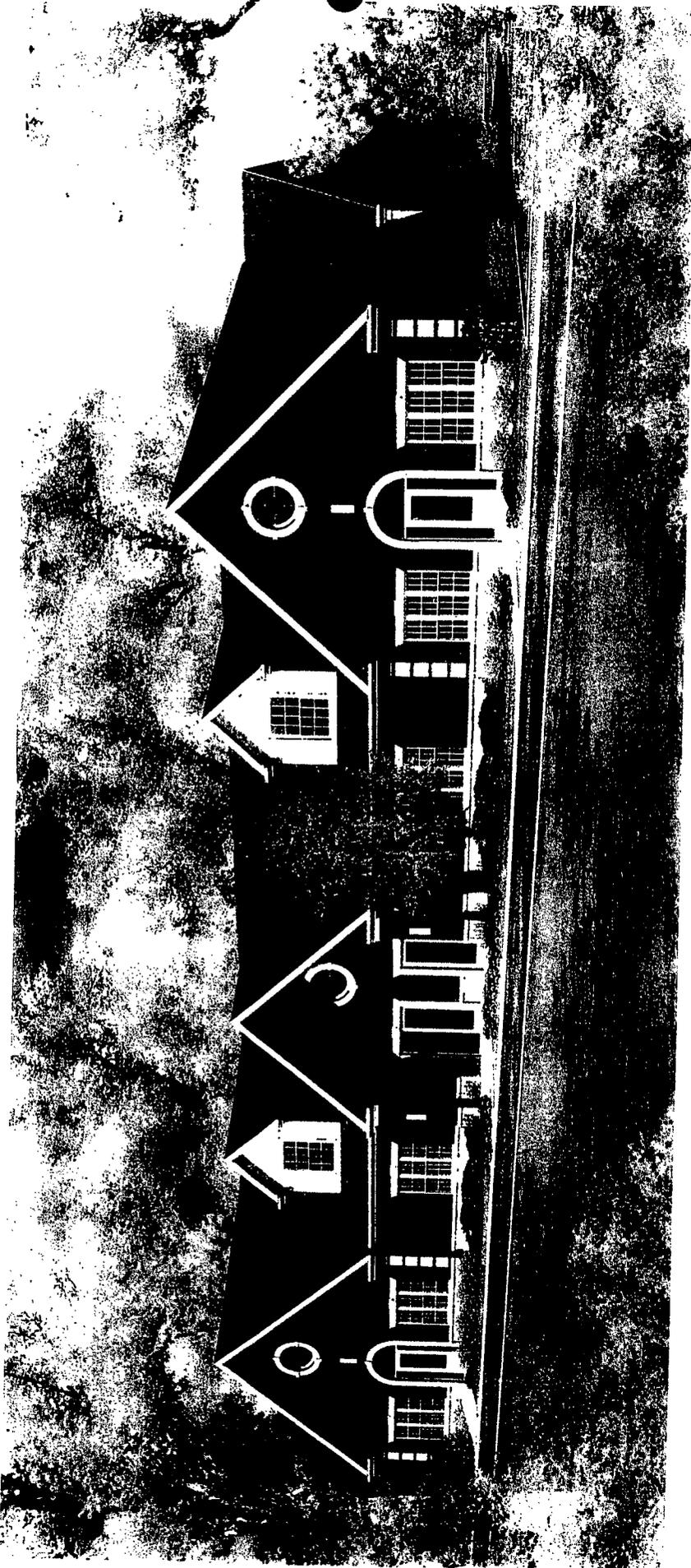
c. The subject property (will/~~will not~~) be required to connect to City sanitary sewer within AS DEVELOPED days of annexation.

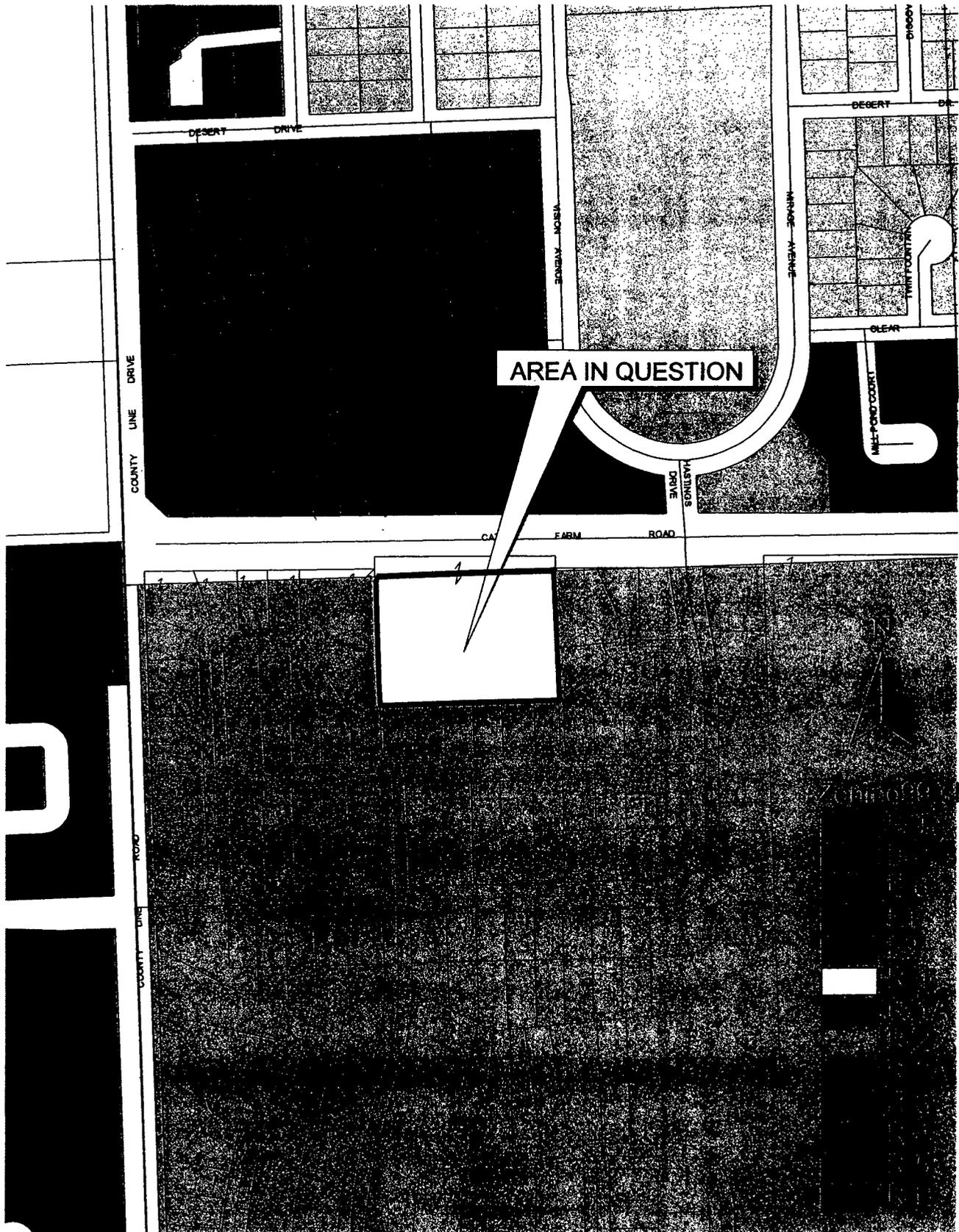
d. Location of nearest available City water: 12" Watermain south side of Caton Farm Rd

e. Approximate distance from subject property: 50'

f. The subject property (will/~~will not~~) be required to connect to City water within 60 days of annexation. (AS DEVELOPED)

g. Additional remarks: _____





AREA IN QUESTION

20110109 hp

OFFICE OF THE CITY MANAGER
JOHN M. MEZERA
CITY MANAGER
PHONE 815/ 724-3720
FAX 815/ 724-3737

CITY OF JOLIET



150 WEST JEFFERSON STREET
JOLIET, ILLINOIS 60432-4158

February 10, 2004

TO: Mayor and City Council

FROM: City Manager

SUBJECT: A-1-04: Annexation of 26233 Caton Farm Road and Classification to R-B (restricted business) Zoning and Approval of an Annexation Agreement.

ADDITIONAL INFORMATION:

The petitioner, Don Kinsella, is requesting approval of an Annexation, Classification to R-B (restricted business) zoning and approval of an Annexation Agreement of 4 acres at 26233 Caton Farm Road, which is north of the existing Cumberland Subdivision. If approved, the request will allow a future PUD submittal for a 3 building office complex. The site presently contains one farm house and three barns under demolition with Unincorporated Will County Agriculture Zoning.

The office buildings being proposed shall be constructed having a residential appearance and entirely of brick. The site will include heavy landscape material on all perimeters and a 6' shadow-box fence along the back and sides of the property to buffer the residential. A single ingress and egress curb-cut onto Caton Farm Road will be utilized for the entire development. In the future, a Planned Unit Development will be submitted, which will allow further review of the site plan and building elevations.

It should be noted that the developer has met with adjacent homeowners to gather feedback from his proposal. He believes the current proposal meets with their approval for the development of the site.

The proposed Annexation Agreement will allow a financial institution but will prohibit the following uses:

- Duplexes;
- Clubs and lodges;
- Military facilities, Armories, Reserve Centers, etc.;
- Mortuaries;
- Garages;
- Businesses open to the public between 9 PM and 6 AM; and,
- Truck loading or offloading between the hours of 9 PM and 6 AM.

Annexation fees in the amount of \$446.25 for the Plainfield Township Fire District and \$214.33 for Plainfield Township Library District are due upon Annexation approval.

PUBLIC HEARING:

The Plan Commission held a public hearing on this matter on January 22, 2004. Mr. Don Kinsella, appeared on behalf of the petition. No one appeared in opposition. Minutes of the meeting are attached hereto.

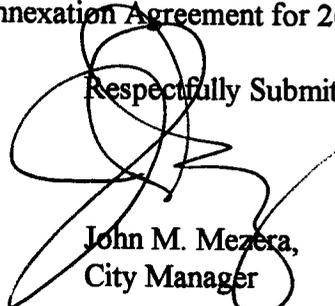
RECOMMENDATION OF THE PLANNING COMMISSION:

Mr. Kella moved that the Plan Commission recommend the City Council approve the Annexation, Classification to R-B (restricted business) zoning and approval of an Annexation Agreement for 26233 Caton Farm Road. Mr. Millsap seconded the motion, which passed with seven aye votes. Voting aye were: Mulvey, Pierson, Strader, Galli, Kella, Millsap and Pasteris.

RECOMMENDATION OF THE ADMINISTRATION:

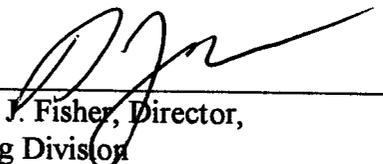
The Administration concurs with the Plan Commission and recommends the Mayor and City Council approve the Annexation, Classification to R-B (restricted business) zoning and approval of an Annexation Agreement for 26233 Caton Farm Road.

Respectfully Submitted,


John M. Mezera,
City Manager

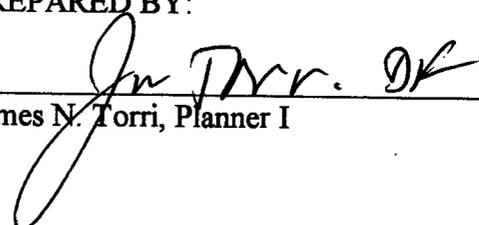
CONCURRENCE:


James M. Haller, Director,
Community & Economic Development



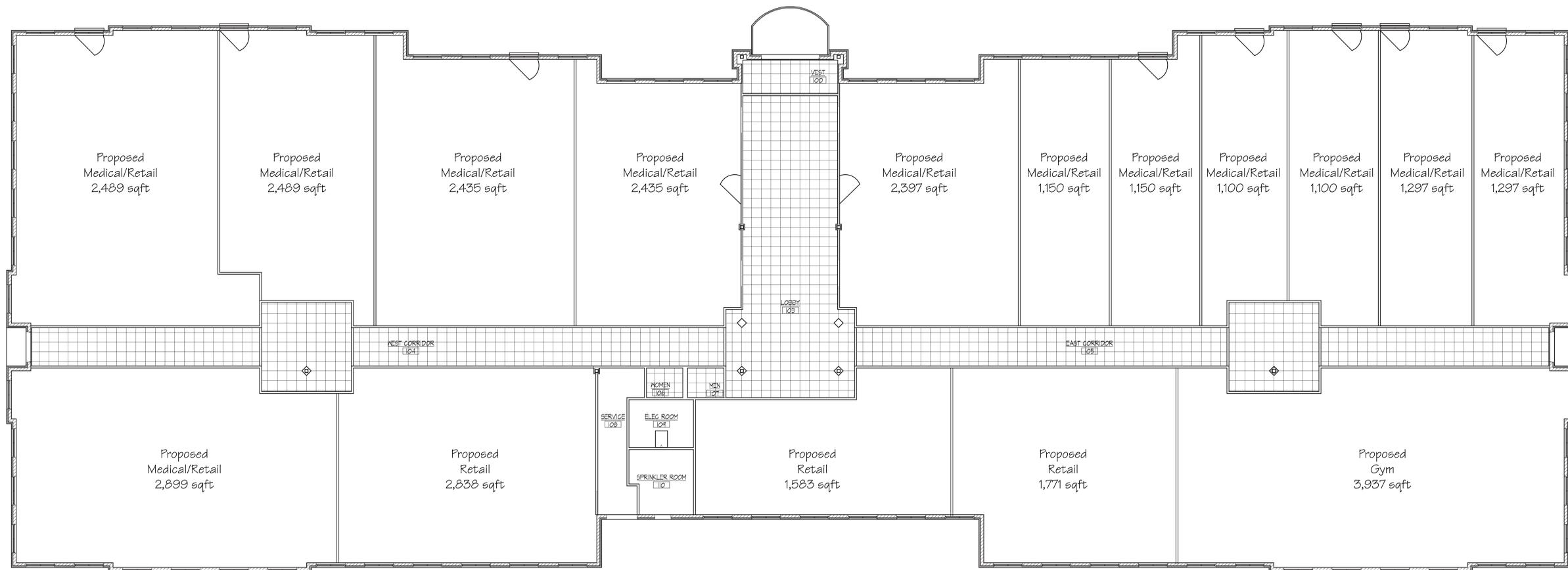
Donald J. Fisher, Director,
Planning Division

PREPARED BY:



James N. Torri, Planner I

7000 Caton Farm Rd Potential Layout



CEILING PLAN
SCALE: 3/32"=1'-0"



7000 Caton Farm Rd Potential Layout



1 NORTH ELEVATION
A2.1 SCALE: 3/32" = 1' @ 2.10"

Figure 1: Subject Property

















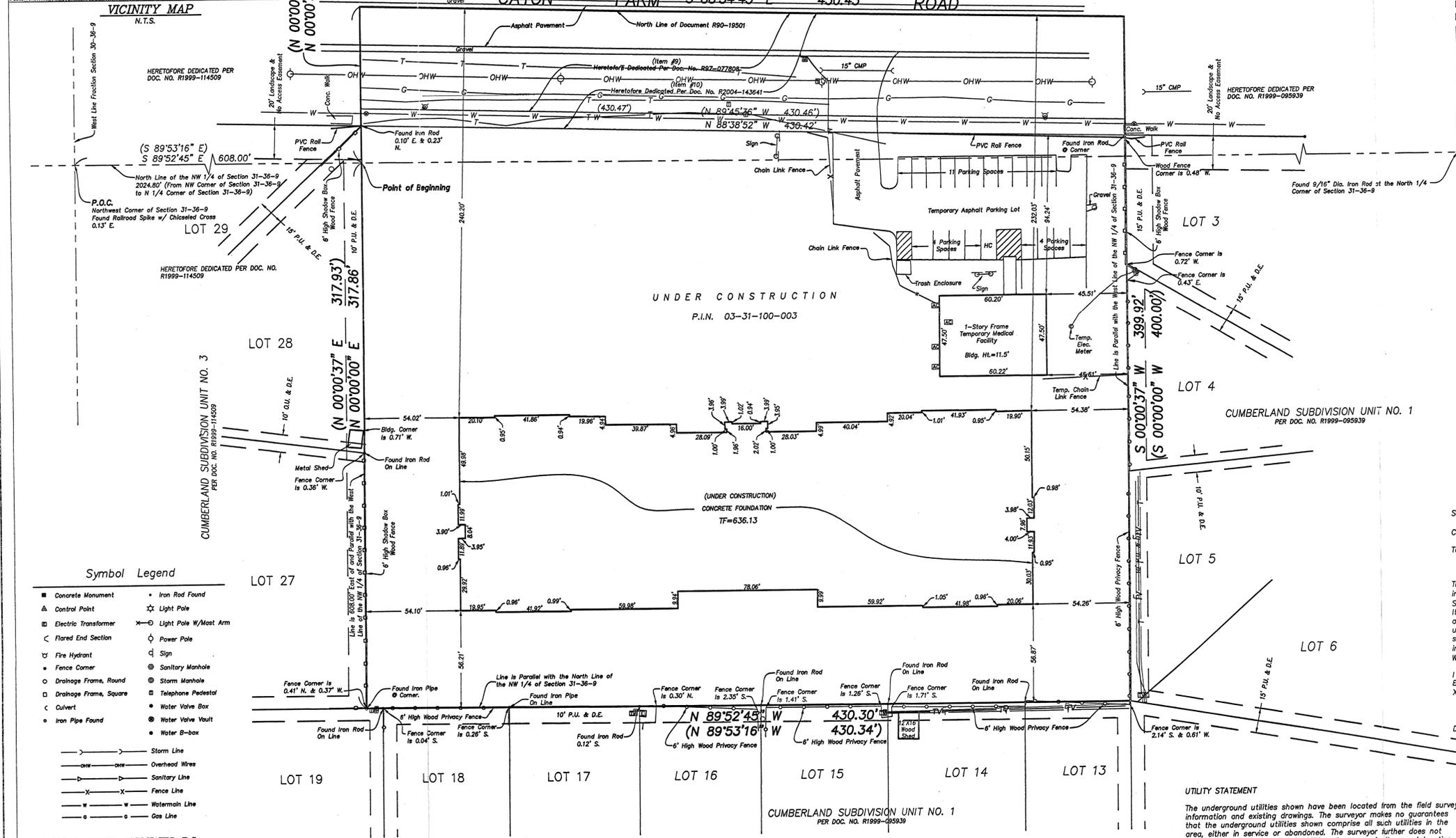
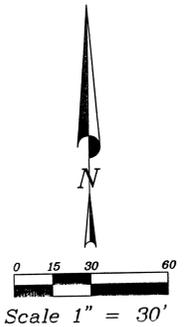
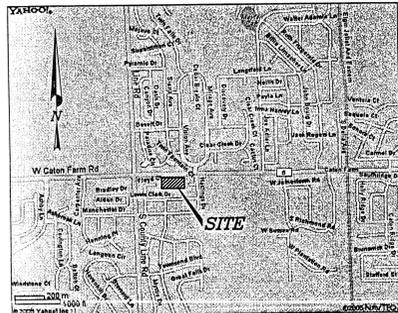




A.L.T.A./A.C.S.M. LAND TITLE SURVEY

OF
THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1.c OF THE ALTA LEASEHOLD ENDORSEMENT(S) ATTACHED HERETO), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY:
PROVENA PROPERTIES, INC., AN ILLINOIS NOT FOR PROFIT CORPORATION, AS LESSOR, AND ALTER MEDICAL FUND CATON FARM, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, AS LESSEE, DATED AUGUST 5, 2004, WHICH A MEMORANDUM
OF LEASE WAS RECORDED SEPTEMBER 14, 2005 AS DOCUMENT R2005-157951, WHICH LEASE DEMISES THE LAND FOR A TERM OF YEARS BEGINNING - AND ENDING -

THAT PART OF THE NORTHWEST 1/4 OF SECTION 31, AND THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 31; THENCE SOUTH 89 DEGREES 53 MINUTES 16 SECONDS EAST, ALONG THE NORTH LINE OF SAID NORTHWEST 1/4, 608.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, 91.82 FEET, TO THE NORTH LINE OF DOCUMENT R90-19501; THENCE SOUTH 88 DEGREES 35 MINUTES 22 SECONDS EAST, ALONG SAID NORTH LINE, 430.47 FEET; THENCE SOUTH 88 DEGREES 35 MINUTES 22 SECONDS EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, 400.00 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 16 SECONDS WEST, PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST 1/4, 430.34 FEET, TO A POINT 608.00 FEET EAST OF THE WEST LINE OF SAID NORTHWEST 1/4; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, PARALLEL WITH SAID WEST LINE, 317.93 FEET, TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.



NOTES:

100.00' DENOTES MEASURED INFORMATION
(100.00') DENOTES RECORD INFORMATION

5/8"x24" IRON RODS WITH YELLOW CAPS WILL BE SET AT ALL CORNERS UNLESS NOTED OTHERWISE.

TITLE EXCEPTIONS - SCHEDULE B - TITLE COMMITMENT 001436019

ITEM 9 - RIGHTS OF THE PUBLIC, THE STATE OF ILLINOIS AND THE MUNICIPALITY IN AND TO THAT PART OF THE LAND, TAKEN OR USED FOR ROAD PURPOSES AS DEDICATED BY DEDICATION OF RIGHT OF WAY FOR PUBLIC ROAD PURPOSES RECORDED AUGUST 4, 2004 AS DOCUMENT NUMBER R97-77808, TOGETHER WITH UTILITY RIGHTS THEREIN. (PLOTTED ON SURVEY).

ITEM 10 - RIGHTS OF THE PUBLIC, THE STATE OF ILLINOIS AND THE MUNICIPALITY IN AND TO THAT PART OF THE LAND, TAKEN OR USED FOR ROAD PURPOSES AS DEDICATED BY DEDICATION OF RIGHT OF WAY FOR PUBLIC ROAD PURPOSES RECORDED AUGUST 4, 2004 AS DOCUMENT NUMBER R2004-143641, TOGETHER WITH UTILITY RIGHTS THEREIN. (PLOTTED ON SURVEY).

ITEM 11 - TERMS AND PROVISIONS SET FORTH IN ANNEXMENT AGREEMENT RECORDED MARCH 29, 2004 AS DOCUMENT R2004-051646, MADE BY AND BETWEEN THE CITY OF JOLIET, GEORGE SCHROEDER AND DON KINSELLA, RELATING TO THE DEVELOPMENT OF THE LAND (SEE REFERENCED DOCUMENT FOR SPECIFICS). ZONED R-B RESTRICTED BUSINESS.

AREA SUMMARY

| | | | |
|------------------|----------------|----|--------------|
| TOTAL | 174,188 SQ.FT. | OR | 3.999 ACRES± |
| LESS DEDICATIONS | 30,071 SQ.FT. | OR | 0.690 ACRES± |
| REMAINING | 144,117 SQ.FT. | OR | 3.308 ACRES± |

19 REGULAR PARKING SPACES
1 HANDICAP PARKING SPACE
20 TOTAL PARKING SPACES

NOTE:
THIS ALTA WAS PREPARED UTILIZING A COMMITMENT FOR TITLE INSURANCE ORDER NO. 1410 001436019 EFFECTIVE DATE SEPTEMBER 14, 2005 PREPARED BY CHICAGO TITLE INSURANCE COMPANY.

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

To: ALTER MEDICAL FUND CATON FARM, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY
CHICAGO TITLE INSURANCE COMPANY
FIRST MIDWEST BANK

This is to certify that this map or plat and the survey on which it is based were made in accordance with "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA, ACSM and NSPS in 1999, and includes Items 1, 2, 3, 4, 6, 7, 8, 9, 10, & 11a of Table A thereof. Pursuant to the Accuracy Standards as adopted by ALTA, NSPS, and ACSM and in effect on the date of this certification, undersigned further certifies that proper field procedures, instrumentation, and adequate survey personnel were employed in order to achieve results comparable to those outlined in the "Minimum Angle, Distance, and Closure Requirements for Survey Measurements Which Control Land Boundaries for ALTA/ACSM Land Title Surveys."

I further certify that according to the Flood Insurance Rate Map, Map Number 17197C0110 E, with an effective date of September 8, 1995, this site appears to be located in Zone X (areas determined to be outside 500-year floodplain).

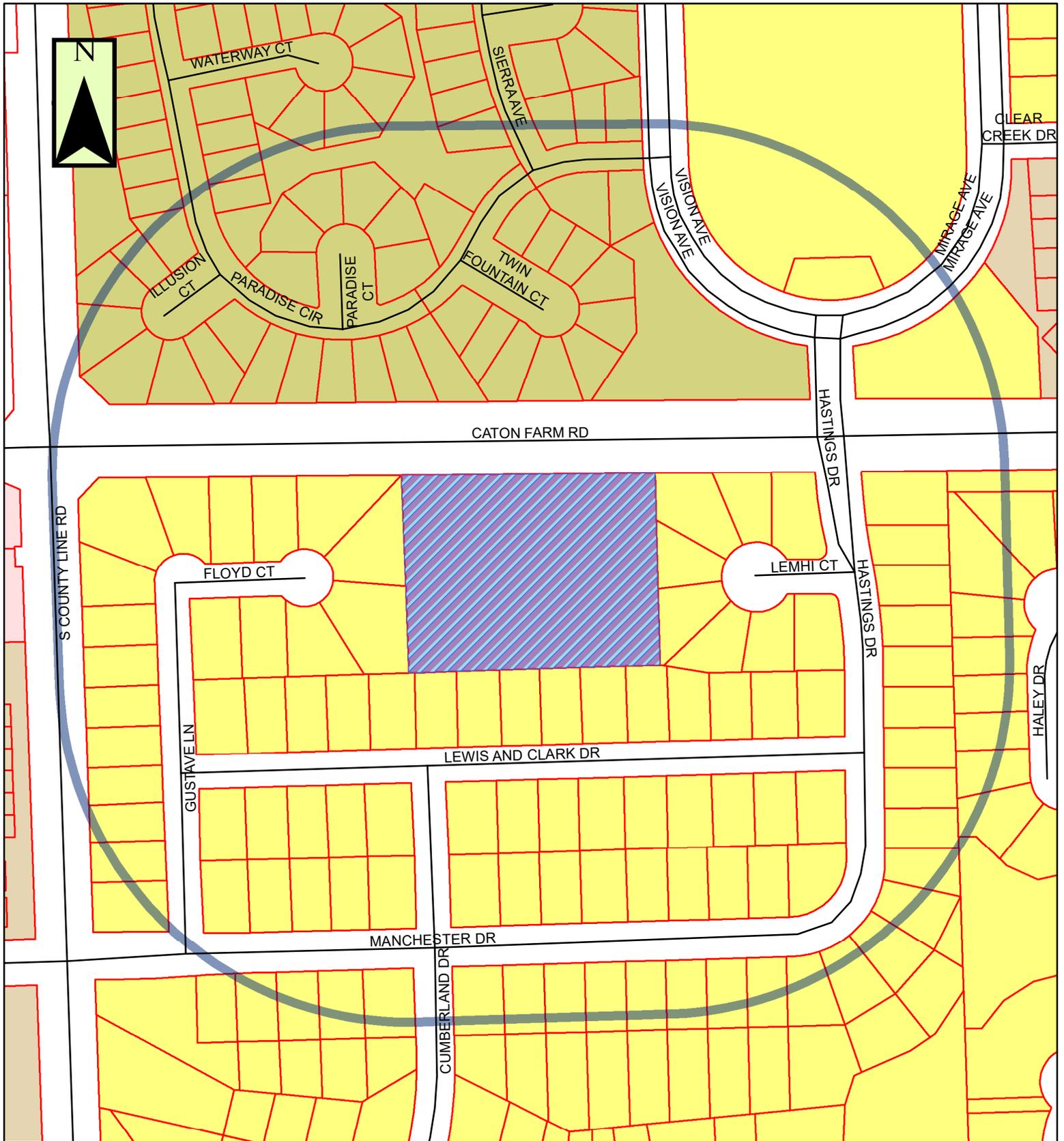
Dated this 12th day of October in the Year 2005

Carl P. Cook
Illinois Professional Land Surveyor No. 35-3543



JACOB & HEFNER ASSOCIATES, P.C.
ENGINEERS - SURVEYORS
11001 S. Meyers Road, Suite 350
Oakbrook Terrace, IL 60181
(630) 948-9000 FAX (630) 948-1774
ILLINOIS PROFESSIONAL DESIGN FIRM
LICENSE NO. 184-003073 EXP. 4/30/07

| | |
|----------------|--|
| Survey No.: | D589 |
| Order By: | Alter Group |
| Description: | ALTA/ACSM Land Title Survey Caton Farm Road Medical Office Building |
| Date Prepared: | October 12, 2005 |
| Scale: | 1" = 30' |
| Field Work: | BT |
| Prepared By: | PRC |

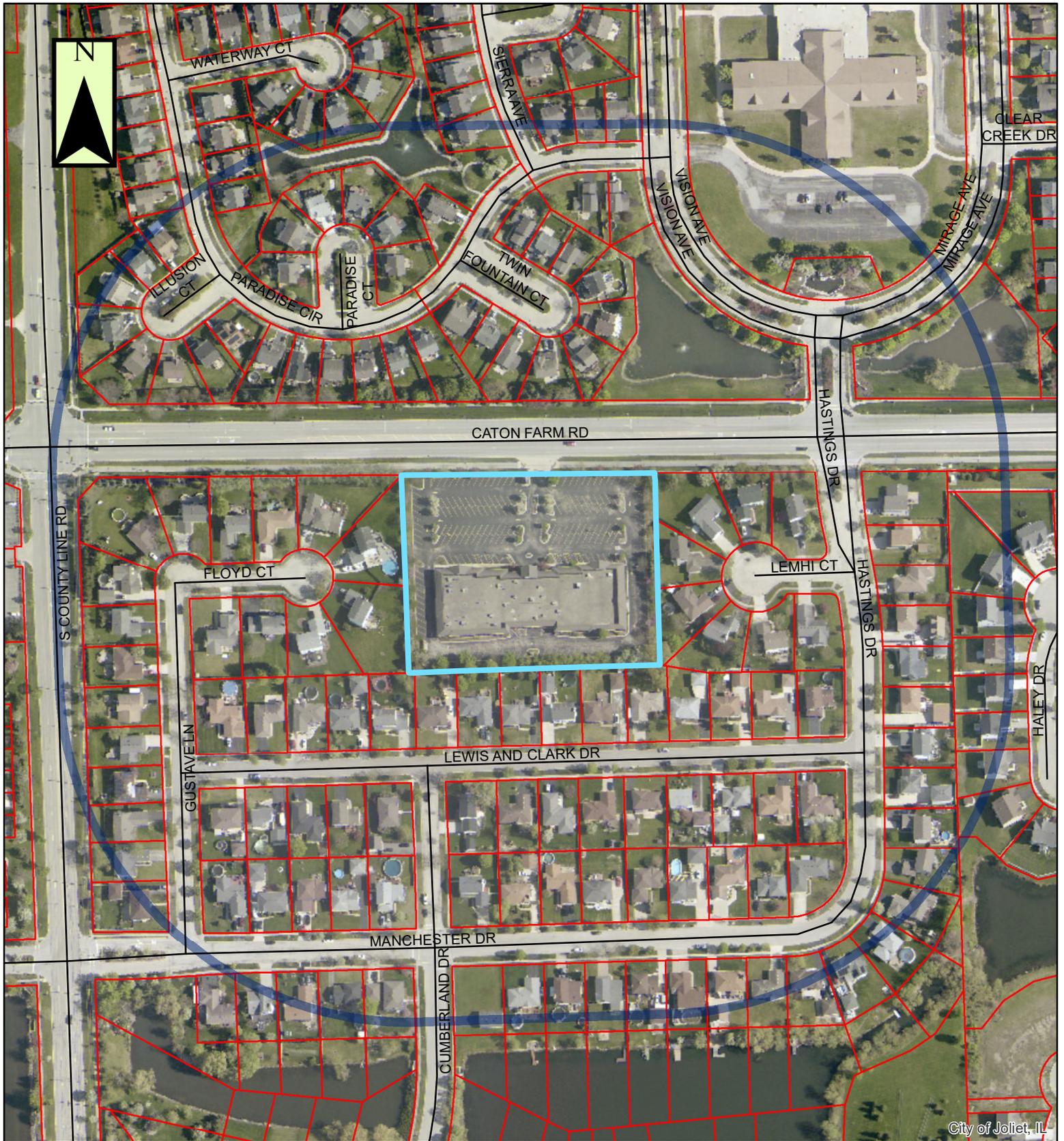


Z-4-21



 = Property in Question
 = 600' Public Notification Boundary

| Legend | | |
|--------|------|------|
| Zoning | | |
| 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 |



Z-4-21a



-  = Property in Question
-  = 600' Public Notification Boundary