

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 Mark Ashby & Bonnie Pinnow, Trustees of the Ashby Family Trust, and David A. Ashby (“Owner”) and Project Development Group, LLC, an Illinois Series Limited Liability Company (“Developer”).

RECITALS

WHEREAS, the Owner is the Owner of approximately 5 Acres commonly known as 580 Caton Farm Road, in Unincorporated Kendall County, Illinois, which property is referred to herein as the “Parcel” and is described in Exhibit “A”; and

WHEREAS, the Parcel is not within the corporate limits of any municipality but is 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, 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 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 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**

Concurrently with the passage of an ordinance annexing the Parcel by the City, the City shall enact an ordinance classifying the Parcel as B-1 (Neighborhood Business) zoning, approving a Planned Unit Development for 580 Caton Farm PUD (Exhibit B), and approving a Special Use Permit for the operation of a Day Care Facility on proposed Lot 1 as depicted on the proposed 580 Caton Farm PUD. 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 and as provided for in paragraph 4 herein;

- Mobile Homes or Recreational Vehicle Park;
- Sexually Oriented Businesses;
- Salvage yards or storage of inoperable motor vehicles; and
- 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. **DEVELOPMENT OF THE PARCEL**

(a) **General**

Except as otherwise provided in the Planned Unit Development or this Annexation Agreement, 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.

(b) **Building Design Standards**

Except as otherwise provided in the Planned Unit Development, by any variance granted by the City, or as is otherwise provided in this Annexation Agreement, all buildings, structures, or alterations hereafter constructed or made on the Parcel shall conform to the non-residential design standards then established by the City, currently codified in Section 47-15H of the Zoning Ordinance.

(c) **Recapture**

The City agrees that upon approval of this Annexation Agreement and the subsequent annexation of the Parcel to the City that the City shall work with the Developer to execute a Recapture Agreement to reimburse Developer for the costs of the extension of public roads that will benefit the contiguous property owner.

5. **ROAD AND OTHER IMPROVEMENTS**

(a) **Caton Farm Road**

The Developer shall install, at its expense, the following Caton Farm Road improvements prior to being granted final occupancy:

- (1) Storm sewer shall be provided along the entire frontage of the subdivision.
- (2) Caton Farm Road shall be widened and reconfigured to accommodate sixty-seven (67) foot wide cross section with shoulders, curb and gutter, and all appurtenance, or as directed by the Director of Public Works.
 - a. Caton Farm Road pavement section shall be determined through final engineering or shall match the existing Caton Farm Road section to the west, whichever standard is more stringent.
 - b. All utility relocations required for these improvements shall be solely the responsibility of the developer.
- (3) A ten (10) foot wide shared use path shall be installed along the full frontage of the development conforming to City standards, or as directed by the Director of Public Works.
- (4) Intersection improvements at Autumn Fields Boulevard shall be provided to allow the extension of Autumn Fields Boulevard to the south. Design elements for a potential future traffic signal shall be provided within final engineering design.
- (5) Caton Farm Road right-of-way dedication shall be provided in accordance with Final Plat or as specified by the Director of Public Works.

(6) Streetlights shall be provided along Caton Farm Road meeting City Standards or as directed by the Director of Public Works. All appurtenances and coordination associated with streetlight installation shall be provided by the developer.

(b) *Autumn Fields Boulevard*

The Developer shall install, at its expense, the following Autumn Fields Boulevard improvements prior to being granted final occupancy:

- (1) Storm sewer shall be provided along the entire frontage of the subdivision.
- (2) Autumn Fields Boulevard right-of-way shall have a minimum width of sixty (60) feet and shall be provided from the future south right-of-way of Caton Farm Road to the southern property limit.
- (3) Autumn Fields Boulevard shall include a five (5) foot wide sidewalk, meeting City standards, along the extension of Autumn Fields Boulevard. This Sidewalk shall be placed within a public pathway easement granted at ten (10) feet in width adjacent to and parallel with the proposed west right-of-way line of said Autumn Fields Boulevard.
- (4) A minimum three (3) lane roadway cross section with a raised boulevard median shall be provided according to City standards or as directed by the Director of Public Works.
- (5) Autumn Fields Boulevard shall be constructed in accordance with City standards, studies which will be finalized in final engineering review, and as directed by the Director of Public Works.
- (6) Streetlights shall be provided along Autumn Fields Boulevard conforming with City standards, or as directed by the Director of Public

Works. All appurtenances and coordination associated with streetlight installation shall be provided by the developer.

6. **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 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 Developer shall be permitted to connect to the City public water utility system. The Developer shall be responsible for extending the water lines to the Parcel, if necessary. To provide water to the Parcel, there is a public water main along the north side of Caton Farm Road which the Developer will be required to extend the public water main from to the Parcel, and/or connect to the public water main on the north side of Caton Farm Road and install water service(s) 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 Developer shall be permitted to connect to the City sanitary sewer utility system. The Developer shall be responsible for extending the sewer lines to the Parcel, if necessary. To provide sanitary sewer service to the Parcel, the Developer will be required to connect to the existing public sanitary sewer located at the southwest corner of Caton Farm Road and

the east access road to Plainfield South High School, and install a new public sanitary sewer extension along Caton Farm Road to the Parcel.

(c) *Recapture*

The City agrees that upon approval of this Annexation Agreement and the subsequent annexation of the Parcel to the City that the City shall work with the Developer to execute a Recapture Agreement to reimburse Developer for the costs of the extension of Water and Sanitary Sewer along Caton Farm Road.

7. **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 Developer 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) Public Library Disconnection Fee, Section 23-47 of the Code of Ordinances;
- (5) Development Impact Fee, Section 23-60 of the Code of Ordinances; and
- (6) Assurances for Public Improvements, Section IV of the Subdivision Regulations, including, but not limited to, sub-section 4.5(B) thereof.

(b) *Stipulation Concerning Public Improvements and Development Fees*

The City and the Developer hereby irrevocably stipulate and acknowledge that the payment of the Development Fees required by this Agreement or the Subdivision Regulations are valid development requirements that are necessary to accommodate the increased population densities, increased vehicular and pedestrian traffic and increased need for additional public services and facilities and is specifically and uniquely attributable to the development of the Parcel.

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

The Owner and Developer, for itself and its successors, hereby waives and disclaims any and all right or claim it may have or hereafter acquire under which Developer 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 Developer, for itself and its successors, hereby waives and disclaims any and all right or claim it may have or hereafter acquire under which Developer 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 Developer's sole cost and expense and without the right of recapture.

(d) *Covenant Not to Sue*

In addition to the foregoing, Owner and Developer warrants and covenants with the City that they shall not bring suit, nor shall they 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 Developer;
- (5) claims that the enforcement of ordinances imposing Development Fees or requiring the provision of public improvements at the expense of the Developer 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.

(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 Developer's agreement to pay Development Fees and to provide public improvements as set forth in this Agreement and the Subdivision Regulations.

(f) *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.

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 or 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, IL 60432

With a copy to:

Corporation Counsel
City of Joliet
150 West Jefferson Street
Joliet, IL 60432

Notice to Developer shall be addressed as follows:

Jill Fratto, Manager
Project Development Group LLC
13828 S. Arapaho Trail

Homer Glen, Illinois, 60491

With a copy to: Nathaniel P. Washburn
KGG LLC
111 N. Ottawa Street
Joliet, IL 60432

Notice to Owner shall be addressed as follows:

Mark Ashby & Bonnie Pinnow, Trustees of the Ashby Family
Trust and David A. Ashby

With a copy to:

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.

No Party 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 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 Developer 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 (30) business days of the receipt of such notice.

13. **SUCCESSORS**

This Agreement shall run with the land and 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 and/or Developer may assign this Annexation Agreement to any of their 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 AND EFFECTIVE DATE**

This Agreement shall take effect on the date of the closing of the purchase of the Parcel by the Developer and shall remain in effect for a term of twenty (20) years.

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

By: _____
Mayor, City of Joliet

DEVELOPER:

Project Development Group, LLC,
an Illinois Limited Liability Company

By: _____
Jill Fratto, Manager

Attest:

By: _____
City Clerk

OWNER:
Ashby Family Trust

By: _____
Mark Ashby, Trustee

By: _____
Bonnie Pinnow, Trustee

David A. Ashby

EXHIBIT A

PARCEL 1: THAT PART OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS COMMENCING AT A POINT ON THE NORTH LINE OF SAID NORTHWEST QUARTER, 16.50 FEET WEST OF THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER, THENCE SOUTHERLY, PARALLEL WITH THE EAST LINE OF SAID NORTHWEST QUARTER, 330.0 FEET, THENCE WEST, PARALLEL WITH SAID NORTH LINE, 220.0 FEET FOR A POINT OF BEGINNING, THENCE CONTINUING WEST, PARALLEL WITH SAID NORTH LINE, 440.0 FEET, THENCE NORTHERLY, PARALLEL WITH SAID EAST LINE, 330.0 FEET TO SAID NORTH LINE, THENCE EAST, ALONG SAID NORTH LINE, 440.0 FEET TO A LINE DRAWN NORTHERLY FROM THE POINT OF BEGINNING, WHICH IS PARALLEL WITH SAID EAST LINE, THENCE SOUTHERLY, PARALLEL WITH SAID EAST LINE, 330.0 FEET TO THE POINT OF BEGINNING IN NA-AU-SAY TOWNSHIP, KENDALL COUNTY, ILLINOIS AND CONTAINING 3.333 ACRES.

PARCEL 2: THAT PART OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID NORTHWEST QUARTER, 16.50 FEET WEST OF THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTHERLY, PARALLEL WITH THE EAST LINE OF SAID NORTHWEST QUARTER, 330.0 FEET; THENCE WEST, PARALLEL WITH SAID NORTH LINE, 220.0 FEET; THENCE NORTHERLY, PARALLEL WITH SAID EAST LINE, 330.0 FEET TO SAID NORTH LINE; THENCE EAST, ALONG SAID NORTH LINE, 220.0 FEET TO THE POINT OF BEGINNING IN NA-AU-SAY TOWNSHIP, KENDALL COUNTY, ILLINOIS AND CONTAINING 1.667 ACRES.

PINS: 06-36-100-012; 06-36-100-013

EXHIBIT B

[Planned Unit Development to be inserted]