

## **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 Whimsy Joliet LLC, an Illinois Limited Liability Company (“Owner”).

### **RECITALS**

***WHEREAS***, the Owner is the owner of 23656 S. Houbolt Road (formerly known as Vetter Road), in Unincorporated Will 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 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 the following Ordinances:

- A. An ordinance classifying the Parcel as I-1 (Light Industrial) zoning; and
- B. An ordinance granting a Special Use Permit to allow a trucking facility that includes Compressed Natural Gas (CNG) fueling as an accessory component, within an I-1 (Light Industrial) Zoning District.
- C. An ordinance granting a Special Use Permit to allow container storage and stacking up to 3 high
- D. An ordinance granting a Variation of Use to allow container storage and stacking up to 3 high in the I-1 (light industrial) zoning district

E. An ordinance granting a Variation of Use to allow above-ground fueling tanks in the I-1 (light industrial) zoning district

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, except that the approved zoning uses as they pertain to the Parcel shall continue to be allowed despite such reclassification. 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:

- 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

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*

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 at Section 47-15H of the Zoning Ordinance.

C. *Transfers*

The Owner shall be permitted to lift containers off a chassis in disrepair and place the container on a chassis suitable for use. The resulting transfers may result in temporary storage of containers and/or chassis as a part of the business operations. Storing of chassis and containers shall be permitted for a period of time not to exceed 7 days.

D. *Pavement of Yard Areas*

All outdoor areas of the Parcel used for vehicular access, display of inventory, materials storage, parking, outdoor storage, and similar uses, shall be paved in accordance with City requirements for commercial driveways and parking lots or as the Owner and the City may otherwise agree.

E. *Preliminary Concept Plan*

The Preliminary Concept Plan attached as Exhibit B is hereby approved as a general depiction of the potential development of the Parcel. The approval of the Preliminary Concept Plan is not intended to, and does not constitute, a variance, waiver, or modification of any zoning, subdivision, water or sanitary sewer, land

use, or construction requirement of the City. Similarly, the Preliminary Concept Plan does not impair or restrict the Parcel or development rights of the Owner.

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 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 to the City public water utility system. The Owner shall be responsible for extending the water lines to the Parcel. The Owner shall be responsible for any applicable recapture fees (Ordinance #18323).

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 to the City sanitary sewer utility system. The Owner shall be responsible for extending the sewer lines to the Parcel. The Owner shall be responsible for any applicable recapture fees (Ordinance #18323).

## 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 himself and his 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)

### B. **Stipulation Concerning Public Improvements and Development Fees**

The City and the Owner 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, 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.

D. 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.

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 Owner'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.

G. Roadway Recapture

The Owner acknowledges that they are responsible for the payment of a roadway improvement recapture fee (Ordinance # 18412).

H. *Payment in Lieu of Taxes (PILOT) Program*

The Owner acknowledges that it is responsible for payment of those amounts set forth in Ordinance #18194 establishing a PILOT program for payments for Truck Parking Facility as defined thereunder provided the Property is developed consistent with the concept plan proposed as set forth on Exhibit B, attached hereto. In the event the ultimate development of the Property so that the ratio of building square footage to total truck parking stalls is materially different, the City agrees to review the final development and apply the ordinance consistent with its intent.

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 or ordinance.

8. **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 Owner shall be addressed as follows:

Matthew O'Mara  
Whimsy Inc.  
1901 S Busse Rd  
Mt Prospect, IL 60056

With a copy to:

Law Offices of John F. Argoudelis, LLC  
15124 S Route 59  
Plainfield, Illinois 60544

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

9. **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 Parcel during the term of this Agreement and such election shall not be justiciable.

#### **10. 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.

#### 11. **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.

#### 12. **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 his 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.

13. **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.

14. **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.

15. **DURATION AND EFFECTIVE DATE**

This Agreement 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

**OWNER:**

Whimsy Joliet LLC

By: \_\_\_\_\_  
Matthew O'Mara, CEO

Attest:

By: \_\_\_\_\_  
City Clerk

**EXHIBIT A**

Legal Descriptions

23656 S. Houbolt Road (Formerly known as Vetter Road)

THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, EXCEPT THE NORTH 1043.00 FEET THEREOF AND ALSO EXCEPT THE WEST 82.50 FEET THEREOF AND ALSO EXCEPT THE SOUTH 30.00 FEET THEREOF, ALL IN SECTION 1, TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHANNAHON TOWNSHIP, WILL COUNTY, ILLINOIS

Permanent Tax No. 04-10-01-300-013-0000