**ORDINANCE NO. 26-08**

**AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT FOR PROPERTY LOCATED WEST OF HARLEY ROAD IN KANE COUNTY, ILLINOIS (Martines - 11-03-100-006 and 11-03-300-011)**

**WHEREAS**, the Village of Campton Hills (the "Village") is a municipal corporation duly organized and existing pursuant to the laws of the State of Illinois; and

**WHEREAS**, the Stephen L. Martines Trust is the owner (the "Owner") of real property comprised of approximately 33.40 gross acres and known by PINs 08-34-300-009 and 11-03-100-023, in Kane County, Illinois 60147 (the "Subject Property") which is legally described on Exhibit "A" attached hereto and incorporated herein by reference; and

**WHEREAS**, the Subject Property is presently contiguous to a boundary of the Village; and

**WHEREAS**, the Owner wishes to execute an Annexation Agreement with the Village which will allow for annexation of the Subject Property; and

**WHEREAS,** Owner consents to the execution of an Annexation Agreement with the Village; and,

**WHEREAS**, as part of the proposed Annexation Agreement, Applicant requests that the Village extend certain Village services to the Subject Property including, without limitation, police services, curb-to-curb roadway ownership and maintenance, including snow removal; and

**WHEREAS**, 65 ILCS 5/11-15.1-1 of the Illinois Municipal Code specifically allows municipalities to enter into annexation agreements with property owners after public notice and a public hearing before the corporate authorities; and

**WHEREAS**, the Village corporate authorities have published notice and conducted a public hearing on the question of this Annexation Agreement in accordance with the requirements of 65 ILCS 5/11-15.1-1; and

**WHEREAS**, the corporate authorities find as a result of said public hearing that approval of the proposed Annexation Agreement is in the best interest of the Village and the public.

**NOW, THEREFORE, BE IT ORDAINED**, by the Village President and the Board of Trustees of the Village of Campton Hills, Kane County, Illinois as follows:

Section 1: The Annexation Agreement for the Subject Property attached hereto and incorporated herein by reference as Exhibit "B", or any substantially similar form, is hereby approved.

Section 2: The Village President is authorized and directed to execute said Annexation Agreement on behalf of the Village.

Section 3: The Village shall record a fully executed original Annexation Agreement with Kane County Recorder of Deeds after the Annexation Agreement has been signed by all parties.

Section 4: All Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of a conflict.

Section 5: This Ordinance shall be in full force and effect after its passage, approval and recording as provided by law.

PASSED AND APPROVED by the Village President and Board of Trustees of the Village of Campton Hills, Kane County, Illinois, this 6th day of January, 2026.

| | AYES | NAYES | ABSENT | ABSTAIN |
|---|---|---|---|---|
| Trustee Frank Binetti | Y | | | |
| Trustee Nick Boatner | Y | | | |
| Trustee Janet Burson | Y | | | |
| Trustee Mike Millette | | | Y | |
| Trustee Kim Muhr | Y | | | |
| Trustee Terese Hopfensperger | Y | | | |
| President Barbara Wojnicki | | | | |

Ayes: 5 Nays: ϕ Absent: 1

APPROVED:

Barbara Wojnicki

Barbara Wojnicki, Village President

ATTEST:

Tracy Johnson

Tracy Johnson, Village Clerk

**EXHIBIT A**

**Legal Description**

PIN: 11-03-100-006, Approximately 23.98 acres

PIN: 11-03-300-011, Approximately 9.42 acres

*LEGAL DESCRIPTION OF LANDS HEREBY ANNEXED*

*THE SOUTHERLY 791.88 FEET OF THE EAST 1/2 (AS MEASURED ALONG THE EAST LINE OF SAID EAST 1/2) OF THE NORTH WEST FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF BLACKBERRY, KANE COUNTY, ILLINOIS.*

*AND:*

*PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE NORTHERLY RIGHT OF WAY LINE OF CHICAGO AND NORTHWEST RAILWAY COMPANY, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF SAID NORTHERLY RIGHT OF WAY WITH THE EAST LINE OF SAID SOUTHWEST QUARTER, THENCE NORTH 84 DEGREES, 52 MINUTES, 50 SECONDS WEST ALONG SAID RIGHT OF WAY LINE 1,321.51 FEET TO THE WEST LINE OF EAST HALF OF SAID SOUTHWEST QUARTER; THENCE NORTH 0 DEGREES, 12 MINUTES, 52 SECONDS WEST AND ALONG SAID WEST LINE 387.12 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 88 DEGREES, 19 MINUTES, 28 SECONDS EAST AND ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, 1,320.23 FEET TO THE EAST LINE THEREOF; THENCE SOUTH 0 DEGREES, 12 MINUTES, 29 SECONDS WEST ALONG SAID EAST LINE 543.65 FEET TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF SAID NORTHERLY RIGHT OF WAY WITH THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 84 DEGREES, 52 MINUTES, 50 SECONDS WEST ALONG SAID RIGHT OF WAY LINE 487.11 FEET; THENCE NORTH 0 DEGREES, 12 MINUTES, 29 SECONDS EAST AND PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER 419.95 FEET; THENCE NORTH 88 DEGREES, 19 MINUTES, 28 SECONDS EAST AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER, 485.58 FEET TO THE EAST LINE THEREOF; THENCE SOUTH 0 DEGREES, 12 MINUTES, 29 SECONDS WEST ALONG SAID EAST LINE 477.61 FEET TO THE POINT OF BEGINNING), IN BLACKBERRY TOWNSHIP, KANE COUNTY, ILLINOIS.*

# EXHIBIT B

## ANNEXATION AGREEMENT

# ANNEXATION AGREEMENT

BETWEEN

THE VILLAGE OF CAMPTON HILLS

AND

THE STEPHEN L. MARTINES TRUST

(1N640 HARLEY ROAD)

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**ANNEXATION AGREEMENT**

**RELATIVE TO THE ANNEXATION OF THE MARTINES PROPERTY**

**TO THE VILLAGE OF CAMPTON HILLS**

**THIS AGREEMENT** ("Agreement") made and entered into this ____day of ____ 2025, by and between the **VILLAGE OF CAMPTON HILLS,** a municipal corporation of the State of Illinois (hereinafter referred to as the **"VILLAGE"),** by and through its President and Members of the Village Board of Trustees (hereinafter referred to collectively as the "Corporate Authorities"), and the Stephen L. Martines Trust, (hereinafter "Owner").

**W I T N E S S E T H :**

A. **WHEREAS,** the Owner is the legal owner of record of real property which is the subject of this Annexation Agreement, which property is located in an unincorporated portion of Kane County, Illinois, and is hereinafter referred to as the "Subject Property", comprising approximately 33.40 gross acres in two separate parcels, and legally described in Exhibit "A" attached hereto and made a part hereof; and

B. **WHEREAS,** the Subject Property is contiguous to the corporate limits of the Village, and lies within Blackberry Township; and

C. **WHEREAS,** the Subject Property is not included within the corporate limits of any municipality; and

D. **WHEREAS,** the Village does not provide library or fire protection services; and

E. **WHEREAS,** the Subject Property fronts on a certain Township Road, to wit: Harley Road which will be annexed at the time of annexation of the Subject Property, and appropriate notice of annexation of the Subject Property by the Village has been given to the Township officials pursuant to Statute; and

F. **WHEREAS,** the Owner desires that the Village annex the Subject Property only under those certain terms and conditions and in the manner hereinafter specified and it is in the best interest of the Village that the Subject Property be annexed in accordance with the provisions of this Agreement; and

G. **WHEREAS,** the Village has conducted a public hearing on this proposed Agreement and the aforesaid hearing was held pursuant to due and proper notice, all pursuant to law; and

H. **WHEREAS,** the Subject Property is zoned F (Farming) pursuant to the Zoning Ordinance of Kane County and upon annexation will automatically be zoned in the F (Farming) Zoning District of the Village; and

I. **WHEREAS,** the Corporate Authorities of the Village believe that the annexation of the Subject Property in accordance with the terms and provisions of this Agreement will inure to the benefit of and the improvement of the Village.

**NOW, THEREFORE,** for and in consideration of the premises and the mutual promises, covenants and agreements herein contained, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The representations and recitals set forth in the foregoing preambles are material to this Agreement and the parties hereby confirm and declare their truth and validity and hereby incorporate such representations and recitals into this Agreement.
2. **Applicable Law.** This Agreement is made pursuant to and in accordance with Section 11-15.1-1 *et seq.* of the Illinois Municipal Code, as amended, (65 ILCS 5/11-15.1-1 *et seq.)*
3. **Agreement to Annex.** The Village agrees to annex the Subject Property legally described in Exhibit "A" and said annexation is expressly conditional upon the terms and conditions set forth in this Agreement.

4. **Enactment of Annexation Ordinance.** The Village agrees that immediately after approval of this Agreement the Village shall enact an ordinance annexing the Subject Property.

5. **Zoning Classification of Subject Property; Enactment of Zoning Ordinance.** The Village agrees that immediately upon annexation of the Subject Property, the Village shall enact an ordinance confirming the classification of the Subject Property in the F (Farming) Zoning District of the Village.

6. **Development.** It is understood and agreed by and between the Parties hereto that the Subject Property currently contains a single-family home and agricultural-related structures, including certain equestrian-related activities. It is understood and agreed by and between the Parties hereto that the Owner, or a prior owner of the Subject Property, have fully developed the Subject Property with structures of a residential and agriculture use, and will not be submitting for approval any Concept Plan or Development Plan for the Subject Property, other than as noted herein. Notwithstanding the absence of a Concept Plan or Development Plan for the property at this time, the Parties agree:

    a. The single-family residence currently existing on the Subject Property shall be considered a permitted use in all regards, along with all associated utility (electric and gas), water, septic, stormwater, and any/all other land improvements and restorations, and any deviations from the Kane County Code or Zoning Ordinance that were permitted at the time they were allowed shall also be recognized by the Village to remain in effect for the Owner, and run with the land to all subsequent owners or occupants of the Subject Property.

    b. The existing AG-exempt accessory buildings on the Subject Property shall be considered as and are hereby deemed to be, permitted uses in all regards, along with

all associated utility (electric and gas), water, septic, stormwater, and any/all other land improvements and restorations, and any deviations from the Kane County Code or Zoning Ordinance that were permitted at the time they were allowed with regard to these structures shall also be recognized by the Village to remain in effect for the Owner, and run with the land to all subsequent owners or occupants of the Subject Property.

c. Any future modifications to the above-noted structures and the stormwater improvements shall be made in compliance with the Village Code and Zoning Ordinance, and other applicable regulations of the above-mentioned agencies, except as herein provided.

7. **Land Dedications; Impact Fees; Annexation Fees.** The Village agrees that it shall not charge the Owner or impose on the Subject Property any such Impact Fees or other fees or seek any land donations or dedications from the Owner for the residence, structures, driveways and improvements now existing on the Subject Property.

8. **Water/Sewer.** The Subject Property may continue to be served by the existing water and individual wastewater treatment systems in accordance with applicable regulations of the Village, Kane County, and the State of Illinois, as the case may be. The property may be further developed with individual water wells and individual wastewater treatment systems to service the residences located or to be constructed within the Subject Property in accordance with the then applicable regulations of the Village and Kane County, as may be applicable.

9. **Compliance with Applicable Ordinances.** Except as modified by the terms and provisions of this Agreement, the Owner shall comply in all respects with the

conditions and requirements of all ordinances, rules and regulations of the Village applicable to similar properties within the Village as they may exist from time to time including, but not limited to, those requiring the issuance of permits or the payment of fees. In the event that the Village is required to modify, amend, or enact any ordinance or regulation and to apply the same to the Subject Property pursuant to the express and specific mandate of any superior governmental authority, such ordinance or regulation shall apply to the Subject Property and the Owner shall comply with same; provided, however, that any so-called grandfather provision contained in such superior governmental authority mandate which would serve to exempt or delay implementation against the Subject Property shall be given full force and effect. It is understood by the Parties that the Village has no current Code or Ordinances, or any other rules or regulations, imposing upon the Subject Property any real or personal property taxes, fees, assessments, dues, or any other similar charges of any kind whatsoever. It is understood by the Parties that the Village has no current Code or Ordinances, or any other rules or regulations, related to firearm ownership, carry, discharge, hunting, or other firearm-related sporting activities within the Village limits, other than compliance with the nuisance provisions of the Village Code at Section 5-1. Any such Code or Ordinances, or any other rules or regulations related to firearm ownership, carry, discharge, hunting, or other firearm-related sporting activities, enacted by the Village at any time after the execution of this Agreement shall be waived for the Subject Property for all future periods, and such waiver shall run with the land to all subsequent owners or occupants of the Subject Property.

10. **Binding Effect; Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the successors in title and assigns of the Owner, and each of them, and upon the successor Corporate Authorities and successor municipalities of the Village.

11. **Term of Agreement; Extensions; Owner Not To Disconnect.** This Agreement shall be valid and binding for a term of twenty (20) years from the date of its execution unless sooner terminated by agreement of the Owner and the Village. Upon mutual agreement of the parties, this Agreement may be extended for an additional period of time, or periods of time, consistent with the provisions of the Illinois Municipal Code. The Owner agrees that the Owner shall not file any judicial action seeking to disconnect the Subject Property or any portion of the Subject Property from the Village at any time during the term of this Agreement.

12. **Amendment.** This Agreement may be amended by an amendatory document executed by the Village and the Owner named herein as long as the Owner holds title to any part of the Subject Property. Any amendatory document shall be adopted by the Village pursuant to an Ordinance adopted by the Village approving such Amendment as provided by then existing law.

13. **Enforcement.** This Agreement shall be enforceable in any court of competent jurisdiction in Kane County, Illinois, by any of the parties or by an appropriate action at law or in equity, or for mandamus, to secure the performance of the covenants and agreements herein contained.

14. **Severability.** If any provision or part of this Agreement is held to be invalid by any court of competent jurisdiction, such provision or part shall be deemed to be excised from this Agreement, and the invalidity thereof shall not affect any of the other provisions contained herein.

15. **Time of the Essence.** It is understood and agreed by all parties that time is of the essence of this Agreement, and that all parties shall make every reasonable effort, to

expedite the subject matter hereof. It is further understood and agreed by the parties that the successful implementation of this Agreement shall require the continued cooperation of all parties.

16. **Recording.** This Agreement, together with all Exhibits, and the Ordinance approving this Agreement, certified as to adoption by the Village Clerk, shall be promptly recorded by the Village, and the Village shall be responsible for all recording costs.

17. **Notices.** Any notices required or permitted pursuant to this Agreement shall be either personally delivered or shall be sent by certified mail, return receipt requested, or by facsimile transmission with proof of facsimile receipt, or by a nationally recognized overnight delivery service, as follows:

If to the Village:
Village of Campton Hills
40W270 LaFox Road, Suite B
St. Charles, Illinois 60175
Attention: Village Administrator

with a copy to:

Carmen P. Forte Jr., Village Attorney
Klein, Thorpe & Jenkins, LTD.
900 Oakmont Lane, Suite #301
cpforte@ktjlaw.com

If to the Owner:

Stephen L. Martines
1N640 Harley Road
Campton Hills, Illinois 60147

Any such notice shall be deemed received on the third (3rd) day after mailing, or the actual date of receipt, whichever shall be earlier. Any party may designate a different address for service of notice by serving notice of the change in the manner provided in this Section. Service by e-mail transmission shall be deemed personal delivery, provided that a confirmation copy is also sent by regular United States Mail on the same date as the e-mail transmission.

IN WITNESS WHEREOF, the parties hereto have executed this Annexation Agreement the day and year first above written.

VILLAGE:

VILLAGE OF CAMPTON HILLS

an Illinois Municipal Corporation

By: Barbara Wojnicki

Barbara Wojnicki, Village President

ATTEST:

By: Tracy Johnson

Tracy Johnson, Village Clerk

OWNER:

By:_____

**EXHIBIT A**

**LEGAL DESCRIPTION**

PIN: 11-03-100-006, Approximately 23.98 acres

PIN: 11-03-300-011, Approximately 9.42 acres

*LEGAL DESCRIPTION OF LANDS HEREBY ANNEXED*

*THE SOUTHERLY 791.88 FEET OF THE EAST 1/2 (AS MEASURED ALONG THE EAST LINE OF SAID EAST 1/2) OF THE NORTH WEST FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF BLACKBERRY, KANE COUNTY, ILLINOIS.*

*AND:*

*PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE NORTHERLY RIGHT OF WAY LINE OF CHICAGO AND NORTHWEST RAILWAY COMPANY, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF SAID NORTHERLY RIGHT OF WAY WITH THE EAST LINE OF SAID SOUTHWEST QUARTER, THENCE NORTH 84 DEGREES, 52 MINUTES, 50 SECONDS WEST ALONG SAID RIGHT OF WAY LINE 1,321.51 FEET TO THE WEST LINE OF EAST HALF OF SAID SOUTHWEST QUARTER; THENCE NORTH 0 DEGREES, 12 MINUTES, 52 SECONDS WEST AND ALONG SAID WEST LINE 387.12 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 88 DEGREES, 19 MINUTES, 28 SECONDS EAST AND ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, 1,320.23 FEET TO THE EAST LINE THEREOF; THENCE SOUTH 0 DEGREES, 12 MINUTES, 29 SECONDS WEST ALONG SAID EAST LINE 543.65 FEET TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF SAID NORTHERLY RIGHT OF WAY WITH THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 84 DEGREES, 52 MINUTES, 50 SECONDS WEST ALONG SAID RIGHT OF WAY LINE 487.11 FEET; THENCE NORTH 0 DEGREES, 12 MINUTES, 29 SECONDS EAST AND PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER 419.95 FEET; THENCE NORTH 88 DEGREES, 19 MINUTES, 28 SECONDS EAST AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER, 485.58 FEET TO THE EAST LINE THEREOF; THENCE SOUTH 0 DEGREES, 12 MINUTES, 29 SECONDS WEST ALONG SAID EAST LINE 477.61 FEET TO THE POINT OF BEGINNING), IN BLACKBERRY TOWNSHIP, KANE COUNTY, ILLINOIS.*

**STATE OF ILLINOIS** )
) **SS**
**COUNTY OF KANE** )

## CLERK'S CERTIFICATE

I, Tracy Johnson, Clerk of the Village of Campton Hills, in the County of Kane and State of Illinois, certify that the attached document is a true and correct copy of that certain Ordinance now on file in my office, entitled:

**ORDINANCE NO. 26-08**

**AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT FOR PROPERTY LOCATED WEST OF HARLEY ROAD IN KANE COUNTY, ILLINOIS (Martines - 11-03-100-006 and 11-03-300-011)**

which Ordinance was passed by a roll call vote of the Board of Trustees of the Village of Campton Hills at a Regular Village Board Meeting on the 6th day of January, 2026, at which meeting a quorum was present, and approved by the President of the Village of Campton Hills on this 6th day of January, 2026.

I further certify that the vote on the question of the passage of said Ordinance by the Board of Trustees of the Village of Campton Hills was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Campton Hills, and that the result of said vote was as follows, to-wit:

| | AYES | NAYES | ABSENT | ABSTAIN |
|---|---|---|---|---|
| Trustee Frank Binetti | Y | | | |
| Trustee Nicolas Boatner | Y | | | |
| Trustee Janet Burson | Y | | | |
| Trustee Terese Hopfensperger | Y | | | |
| Trustee Mike Millette | | | Y | |
| Trustee Kim Muhr | Y | | | |
| President Barbara Wojnicki | | | | |

I do further certify that the original Ordinance, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Village of Campton Hills, this 6th day of January, 2026.

Tracy Johnson, Village Clerk

[SEAL]