

**VILLAGE OF CAMPTON HILLS  
AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT  
AND AUTHORIZING EXECUTION THEREOF  
BY THE PRESIDENT AND CLERK OF THE VILLAGE OF CAMPTON HILLS  
(Ciampi Property)**

WHEREAS, a petition to annex to the Village of Campton Hills ("Village") certain territory described in Exhibit A "Said Territory" was filed with the Circuit Court of the Sixteenth Judicial Circuit, Kane County, Illinois as Case No. 09 MRK 0531; and

WHEREAS, the said Circuit Court of the Sixteenth Judicial Circuit entered an Order directing that the question of annexation of Said Territory be referred to the Corporate Authorities of the Village of Campton Hills ("Village"); and

WHEREAS, there has been submitted to the Corporate Authorities of the Village a request to approve and execute a certain Annexation Agreement relative to a portion of Said Territory, pursuant to statute, by the Owner of Record of that portion of Said Territory which is described in Exhibit B; and

WHEREAS, proper and due notice of the public hearings to be held on said Annexation Agreement have been given and a public hearing has been held by the Corporate Authorities; and

WHEREAS, it is in the best interests of the Village to approve the Annexation Agreement, a copy of which is attached hereto and made a part hereof as Exhibit C;

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

SECTION 1: The Corporate Authorities find the facts stated in the preamble to this ordinance are true.

SECTION 2: The aforesaid Annexation Agreement is hereby approved in substantially the form attached hereto as Exhibit C.

SECTION 3: The President and Clerk of this Village are hereby authorized to execute said Annexation Agreement on behalf of the Village.

SECTION 4: This Ordinance shall be in full force and effect from and after its passage and approval pursuant to laws. This Ordinance shall be published in pamphlet form and a certified copy of this Ordinance and the Annexation Agreement shall be recorded with the Recorder of Kane County, Illinois.

Passed this 16th day of February 2010 by roll call vote as follows:

	<b>AYES</b>	<b>NAYS</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
Trustee Laura Andersen	X			
Trustee Susan George				X
Trustee Jim Kopec	X			
Trustee Albert Lenkaitis, Jr.	X			
Trustee Mike Millette	X			
Trustee John Strauss			X	
President Patsy Smith	X			

APPROVED THIS 17th DAY OF FEBRUARY 2010.

  
\_\_\_\_\_  
Patsy Smith, Village President

(SEAL)

ATTEST AND FILED: February 17, 2010.

  
\_\_\_\_\_  
Carolyn Higgins, Village Clerk

Published in pamphlet form this 12th day of March 2010.

## EXHIBIT A

### LEGAL DESCRIPTION OF TERRITORY ANNEXED

#### CIAMPI PROPERTY, PARCELS 1 AND 2

PARCEL 1: Lot 1 of Ciampi's Assessment Plat, being legally described as follows:

That part of the Southwest Quarter of Section 34, Township 40 North, Range 7 East of the Third Principal Meridian described as follows: Commencing at the Southeast Corner of said Quarter; thence Northerly along the East line of said Quarter 659.65 feet to the South line of the North Half of the South Half of said Quarter; thence continuing Northerly along said East line 350.0 feet for a Point of Beginning; thence Westerly parallel with said South line 842.44 feet to the Easterly line of a tract of land conveyed by Document 98862 as evidenced by an old fence line; thence Northerly along said Easterly line 1194.32 feet to a point that is 437.05 feet Southerly of the North line of said Quarter (measured along said Easterly line); thence Easterly parallel with said North line 848.48 feet to said East line; thence Southerly along said East line 1191.84 feet to the Point of Beginning, in Campton Township, Kane County, Illinois. Constituting 23.157 acres more or less.

**PIN: 08-34-326-001**

PARCEL 2: Lot 2 of Ciampi's Assessment Plat, being legally described as follows:

That part of the Southwest Quarter of Section 34, Township 40 North, Range 7 East of the Third Principal Meridian described as follows: Commencing at the Southeast corner of said Quarter; thence northerly along the East line of said Quarter 659.65 feet to the South line of the North Half of the South Half of said Quarter; thence continuing Northerly along said East line 300.0 feet for a point of beginning; thence Westerly parallel with said South line 435.64 feet; thence Southerly parallel with said East line 300.0 feet to said South line; thence Westerly along said South line 405.05 feet to the Easterly line of a tract of land conveyed by Document 98862 as evidenced by an old fence line; thence Northerly along said Easterly line 350.00 feet; thence Easterly parallel with said South line 842.44 feet to said East line; thence Southerly along said East line 50.00 feet to the Point of Beginning, in Campton Township, Kane County, Illinois. Constituting 3.742 acres more or less.

**PIN: 08-34-376-001**

**Common Address of Ciampi Property: 02N190 Harley Road,  
Campton Township, Kane County,  
Illinois.**

The territory to be annexed includes all territory to the far eastern side of that part of Harley Road contiguous to said Parcel 1 and Parcel 2 not within any municipality, in accordance with law.

### **WALKER PROPERTY, PARCEL 3**

That part of the West Half of Section 34, Township 40 North, Range 7 East of the Third Principal Meridian, described as follows: Beginning at the point of the intersection of the Easterly Line of the Westerly 1815.0 feet (110 Rods) of the Northwest Quarter of said Section (measured along the South line of said Northwest Quarter) with the Southerly line of Illinois State Route No. 38, being parallel with and 60.0 feet southerly of the center line of State Route 38 (measured at right angles thereto); thence Southerly along Easterly line 887.56 feet to the South line of said Northwest Quarter; thence Easterly along said South line 7.48 feet to the Easterly line of a tract of land Conveyed by Document No. 98862 as evidenced by an old fence line; thence Southerly along the Easterly line of said tract 437.05 feet; thence Easterly parallel with said South line 848.66 feet to the East line of the West half of said Section; thence Northerly along the East line of said West half 1244.43 feet to the Southerly line of State Route; thence Westerly along the Southerly line of said State Route 856.21 feet to the point of beginning, in Campton Township, Kane County, Illinois

**PINs: 08-34-100-010 and 08-34-300-007**

**Common Address: Southwest corner of Illinois Route 38 and Harley Road,  
Campton Township, Kane County, Illinois.**

The territory to be annexed includes all portions of any road or highway adjacent thereto not within any municipality.

**EXHIBIT B**

**LEGAL DESCRIPTION**

**(CIAMPI ANNEXATION AGREEMENT)**

**CIAMPI PROPERTY, PARCELS 1 AND 2**

PARCEL 1: Lot 1 of Ciampi's Assessment Plat, being legally described as follows:

That part of the Southwest Quarter of Section 34, Township 40 North, Range 7 East of the Third Principal Meridian described as follows: Commencing at the Southeast Corner of said Quarter; thence Northerly along the East line of said Quarter 659.65 feet to the South line of the North Half of the South Half of said Quarter; thence continuing Northerly along said East line 350.0 feet for a Point of Beginning; thence Westerly parallel with said South line 842.44 feet to the Easterly line of a tract of land conveyed by Document 98862 as evidenced by an old fence line; thence Northerly along said Easterly line 1194.32 feet to a point that is 437.05 feet Southerly of the North line of said Quarter (measured along said Easterly line); thence Easterly parallel with said North line 848.48 feet to said East line; thence Southerly along said East line 1191.84 feet to the Point of Beginning, in Campton Township, Kane County, Illinois. Constituting 23.157 acres more or less.

**PIN: 08-34-326-001**

PARCEL 2: Lot 2 of Ciampi's Assessment Plat, being legally described as follows:

That part of the Southwest Quarter of Section 34, Township 40 North, Range 7 East of the Third Principal Meridian described as follows: Commencing at the Southeast corner of said Quarter; thence northerly along the East line of said Quarter 659.65 feet to the South line of the North Half of the South Half of said Quarter; thence continuing Northerly along said East line 300.0 feet for a point of beginning; thence Westerly parallel with said South line 435.64 feet; thence Southerly parallel with said East line 300.0 feet to said South line; thence Westerly along said South line 405.05 feet to the Easterly line of a tract of land conveyed by Document 98862 as evidenced by an old fence line; thence Northerly along said Easterly line 350.00 feet; thence Easterly parallel with said South line 842.44 feet to said East line; thence Southerly along said East line 50.00 feet to the Point of Beginning, in Campton Township, Kane County, Illinois. Constituting 3.742 acres more or less.

**PIN: 08-34-376-001**

**Common Address of Ciampi Property: 02N190 Harley Road,  
Campton Township, Kane County,  
Illinois.**

The territory to be annexed includes all territory to the far eastern side of that part of Harley Road contiguous to said Parcel 1 and Parcel 2 not within any municipality, in accordance with law.

**EXHIBIT C**  
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**TO THE VILLAGE OF CAMPTON HILLS**

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**ANNEXATION AGREEMENT**  
**RELATIVE TO ANNEXATION OF CIAMPI PROEPRTY**  
**TO THE VILLAGE OF CAMPTON HILLS**

**THIS AGREEMENT** ("Agreement") made and entered into this 17th day of February, 2010, 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 Stephen Gary Ciampi, and Kathleen Ciampi, individually, and Stephen Gary Ciampi, not individually but as Trustee of the Stephen Gary Ciampi Trust (hereinafter "Owner").

**WITNESSETH:**

**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" and described in Exhibit "A" attached hereto and made a part hereof; and

**WHEREAS**, the Subject Property shall be contiguous to the corporate limits of the Village by reason of an anticipated annexation of adjoining property; and

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

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

**WHEREAS**, the property fronts a certain Township Road, to wit: Harley Road, and appropriate notice of annexation of the Subject Property by the Village has been given to the Township officials pursuant to Statute; and

**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

**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

**WHEREAS**, the Village has also conducted a public hearing on the proposed zoning classification of the Subject Property as provided herein, after due and proper notice, all pursuant to law; and

**WHEREAS**, all other pertinent and relevant matters in addition to those referred to or included in this Annexation Agreement have been considered by the parties hereto and 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 preamble 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 and execution of this Agreement the Village shall enact an ordinance annexing the Subject Property and contiguous property lying south of the Subject Property (the "Walker Property"), as provided for in an Order of the Circuit Court of the Sixteenth Judicial Circuit in Case No. 09-MRK-0531 directing that the question of annexation of the Subject Property and the Walker Property be referred to the Corporate Authorities of this Village. The Walker Property is legally described in Exhibit "B".

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 classifying the property in the PUD Zoning District in the Village.

6. **Development.** It is understood and agreed by and between the parties hereto that Owner is not submitting for approval any Concept Plan, or Preliminary Development Plan at this time. Notwithstanding the lack of a plan for the property at this time, the Parties agree:

(a) Owner shall be allowed to divide the Subject Property into not more than 7 lots in total, each not less than 1.25 acres in size, on which a single family residence may be constructed or be permitted to continue to exist, otherwise in compliance with the Village Code and other applicable regulations.

(b) There is already existing on the Subject Property one dwelling unit, on what has been designated as Lot 2 of Ciampi's Assessment Plat, PIN: 08-34-376-001, being a lot of 3.75 acres in size, more or less, and Owner may accordingly divide the Subject Property and erect up to 6 additional dwelling units on the Subject Property, pursuant to this Section 5.

(c) Review and approval of any future Concept Plan, Preliminary Development Plan and Final Development Plan shall be in accordance with the requirements of the Village Zoning Ordinance, including Village Ordinance No. O-09-42, except as modified by this Agreement.

(d) Owner and the Village shall comply with such procedures as are then in effect and generally applicable for the review and approval of a Preliminary Development Plan and Final Development Plan for a Planned Unit Development in the Village

(e) Departures from the requirements of the Village Subdivision Regulations shall be as follows (in addition to any further departures which the Village may elect to grant at that time on the request of the Owner):

(i) The roadway into the Property may be a cul-de-sac, of a length exceeding five hundred (500') feet, with a T-turnaround at its western terminus. The western terminus of the roadway shall be at the west line of the Subject Property and designed to provide for extension of the roadway to serve the property lying west of the Subject Property with motor vehicles, bicycles, and pedestrians, unless such requirement is waived by the Village Board at the time of approval of the Final Development Plan.

(ii) The presently-existing requirement under the Village Subdivision Regulations, designated as Sec. 19-143, that approval of any Planned Unit Development shall be valid for a period of not more than ten (10) years from the date of approval shall not apply to the Property, or any Preliminary Development Plan or Final Development Plan approved regarding same.

(iii) The presently-existing requirement under the Village Subdivision Regulations, designated as Sec. 19-143, that the Village be allowed to review any such plan for the Property after the expiration of such ten year period, "for possible adjustments in light of current conditions "shall not apply to the Property or to any plan approved for the Property.

(iv) The restriction of Sec. 12.1-4(a) of the Village Zoning Regulations shall not apply to the Property and home occupations as defined by Section 3.1 shall be allowed in any of the dwelling units to be constructed on the Property. In addition, farming may be continued, excluding livestock (except bees, equestrian uses and 4-H type projects may be permitted), subject to approval by the Corporate Authorities; prior to granting such approval, notice shall be given to all property owners within 250 feet of the Subject Property

(v) Further departures from the general design standards of Article III of the Village Subdivision Regulations, regarding dimensions of facilities or improvements on the Property, will be reasonably considered by the Village in light of the needs of traffic, drainage, pedestrian circulation, lot layout, and other features on the Property.

7. **Continuation of Existing Uses as Interim Uses.**

(a) The existing residence that may not comply with any applicable Village ordinance or regulation shall be considered as legal non-conforming uses, but may be rebuilt or reconstructed even if totally destroyed or discontinued (provided the time of such discontinuance shall not exceed a period of one (1) year).

(b) The parties understand that upon annexation the Subject Property may utilize in its mailing address "Campton Hills" and continue to use its existing ZIP Code unless changed by the United States Postal Service.

8. **Land Dedications; Impact Fees; Annexation Fees.** Owner shall waive any objection to the payment of Impact Fees imposed by the Village Code at the time of this Agreement, provided, the amount(s) of such fees shall be the amount(s) that are generally applicable to other property within the Village at the time of payment. Notwithstanding the foregoing, 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 dedications from the Owner unless and until the Subject Property is further developed, and then only in an amount or amounts applicable to other properties of the Village at that time.

9. **Water/Sewer**

(a) The parties acknowledge and agree that the Subject Property is not within the WASCO Sanitary District.

(b) The property may be developed with individual water wells and septic fields in accordance with applicable regulations of the Village and Kane County, as the case may be.

10. **Compliance with Applicable Ordinances.** No change or modification of any ordinance, code or regulation shall be applied during the term of this Agreement so as to adversely affect the zoning classification of the Subject Property or the uses permitted thereunder by the zoning ordinance of the Village of Campton Hills in effect as of the date of this Agreement or hereinafter adopted as hereinbefore provided; and shall not:

(a) result in any reduction of the number of zoning lots allowed under the terms of this Agreement.; and

- (b) eliminate the departures allowed hereunder; and
- (c) result in any lot or lots or structure erected on any lot pursuant to the Agreement being classified as non-conforming.

The foregoing notwithstanding, 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 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.

Except as modified by the terms and provisions of this Agreement, Owner shall comply in all respects with the conditions and requirements of all ordinances, rules and regulations of the Village applicable to similar property 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 thereof, except that no permits shall be required or fees payable (other than as provided in this Agreement) unless and until a Development Permit has been issued as provided for in Section 5 of this Agreement. Irrespective of whether or not the Village adopts new ordinances, rules or regulations, the Owner shall cooperate with the Village as to requirements applicable to the Subject Property:

- a) that pervious surfaces be utilized for driveways and walks on individual lots where practical;
- b) that exterior lighting fixtures be consistent with principles of "Dark Sky" Ordinances;

- c) that development shall be designed to optimize water retention on site which may include utilization of rain barrels and rain gardens (with such rain gardens being permitted to serve multiple lots), or cisterns in lieu of rain barrels and rain gardens; and
- d) that sensitivity to the environment be encouraged, including in the design and in selection of building materials.
- e) that native plantings may be required to enhance water retention.

11. **Homeowners' Association; Back-Up / Dormant Special Service Area**

A. Prior to Village approval of the Final Development Plan for the Subject Property, Owner shall cause a Homeowners' Association ("HOA") to be created which shall provide that all owners of lots shall be members of the HOA, and shall, provide for mandatory dues in amounts sufficient to pay for:

(a) maintenance, repair and restoration of all open space and conservation easements (other than open space within individual lots which is the responsibility of lot owners), common area retention/detention areas, and stormwater management areas; provided that the creation of conservation easements shall be subject to approval of the Corporate Authorities; and

(b) maintenance, repair and restoration of property within dedicated rights of way other than the paved portions of roadways; and

(c) maintenance, repair, restoration and replacement of individual sewage disposal systems in the event that individual lot owners fail to do so (with provisions for assessing the costs against said individual lot owners).

(d) maintenance, repair, restoration and replacement of drainage structures.

B. The Village may create a back up or dormant special service area (the "Back-up SSA") to provide funding for the obligations of the HOA as set forth in paragraph A of this Section 11 in the event that the HOA fails to fulfill its obligations

C. Developer agrees that the Village may create such a Back-up SSA for such purposes at any time on the Property. Developer, its successors and assigns, agrees to waive all notices provided by law, agrees not to object thereto and further agrees not to take steps in the future, either directly or indirectly, to contest the validity of such Back-up SSA or the taxes levied thereto, provided the Village complies with the following provision: the maximum tax rate authorized upon creation of the Back-up SSA shall be no higher than one and one-half percent (1.50%) of the equalized assessed valuation of the Property.

D. Prior to any tax being levied pursuant to the Back-up SSA, the Village shall provide the Developer or the HOA thirty (30) days written notice specifying the nature of the work to be done and an opportunity to cure pursuant to Section 20 of this Agreement.

12. **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.

13. **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 in accordance with the provisions herein contained. 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 Owners agree that the Owners shall not file any judicial action seeking to disconnect the Annexation



Property or any portion of the Annexation Property from the Village at any time during the term of this Agreement.

14. **Amendment.** This Agreement may be amended by an amendatory document executed by owners of seventy percent (70%) of the Subject Property and by the Village pursuant to an Ordinance adopted by the Village approving such Amendment as provided by law. For the purpose of such Amendment each lot or parcel shall have one (1) vote, irrespective of the number of owners thereof and in the event of disagreement among the owners of any one lot or parcel, the vote of the majority of them shall govern; provided, however, that property owned by a HOA or otherwise owned in common by the respective owners of lots and parcels shall have no such vote; and further provided that no amendment shall reduce the number of permitted lots unless agreed to by the owners of all lots or parcels.

15. **Enforcement.** This Agreement shall be enforceable in any court of competent jurisdiction 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.

16. **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.

17. **Execution in Counterparts.** This Agreement may be executed in counterparts, all of which together shall constitute a single instrument.

18. **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, including the calling of special meetings as necessary, to expedite the subject matter hereof. It is further acknowledged and agreed by the parties that the successful implementation of this

Agreement shall require the continued cooperation of all parties. Further, the time periods set forth in Section 5 above shall be strictly enforced.

19. **Recording.** This Agreement, together with all Exhibits, and certified as to adoption by the Village Clerk, shall be promptly recorded by the Village and the Owner shall reimburse the Village for recording costs.

20. **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, as follows:

If to the Village:

Village of Campton Hills  
40W115 Campton Crossing Drive, Unit B  
St. Charles, Illinois 60175  
Attention: Patsy Smith, Village President  
Facsimile: (630) 584-5775

with a copy to:

J. William Braithwaite, Esq.  
Arnstein & Lehr LLP  
2800 West Higgins Road, Suite 425  
Hoffman Estates, Illinois 60169  
Facsimile: (847) 843-3355

If to the Owner:

Stephen Gary Ciampi, Individually and as Trustee; and  
Kathleen Ciampi  
P. O. Box 965  
Elburn, Illinois 60119

with a copy to:

Mark Schuster, Esq.  
Bazos, Freeman, Kramer, Schuster, Vanek & Kolb  
1250 Larkin Avenue, Suite 100  
Elgin, Illinois 60123  
Facsimile: (847) 742-9777

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 facsimile transmission shall be deemed personal delivery, so long as a confirmation copy is also sent by regular United States Mail on the same date as the facsimile transmission.

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

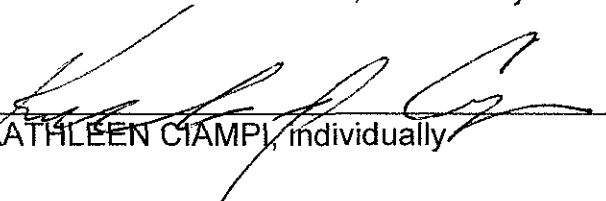
VILLAGE OF CAMPTON HILLS, an Illinois municipal corporation,

By:   
Patsy Smith, Village President

ATTEST:

  
Carolyn Higgins, Village Clerk

  
STEPHEN GARY CIAMPI, individually

  
KATHLEEN CIAMPI, individually

STEPHEN GARY CIAMPI TRUST

By:   
Stephen Gary Ciampi, Trustee

## EXHIBIT A

### LEGAL DESCRIPTION OF SUBJECT PROPERTY

PARCEL 1: Lot 1 of Ciampi's Assessment Plat, being legally described as follows:

That part of the Southwest Quarter of Section 34, Township 40 North, Range 7 East of the Third Principal Meridian described as follows: Commencing at the Southeast Corner of said Quarter; thence Northerly along the East line of said Quarter 659.65 feet to the South line of the North Half of the South Half of said Quarter; thence continuing Northerly along said East line 350.0 feet for a Point of Beginning; thence Westerly parallel with said South line 842.44 feet to the Easterly line of a tract of land conveyed by Document 98862 as evidenced by an old fence line; thence Northerly along said Easterly line 1194.32 feet to a point that is 437.05 feet Southerly of the North line of said Quarter (measured along said Easterly line); thence Easterly parallel with said North line 848.48 feet to said East line; thence Southerly along said East line 1191.84 feet to the Point of Beginning, in Campton Township, Kane County, Illinois. Constituting 23.157 acres more or less.

**PIN: 08-34-326-001**

**Common Address: Harley Road, Campton Township, Kane County, Illinois.**

PARCEL 2: Lot 2 of Ciampi's Assessment Plat, being legally described as follows:

That part of the Southwest Quarter of Section 34, Township 40 North, Range 7 East of the Third Principal Meridian described as follows: Commencing at the Southeast corner of said Quarter; thence northerly along the East line of said Quarter 659.65 feet to the South line of the North Half of the South Half of said Quarter; thence continuing Northerly along said East line 300.0 feet for a point of beginning; thence Westerly parallel with said South line 435.64 feet; thence Southerly parallel with said East line 300.0 feet to said South line; thence Westerly along said South line 405.05 feet to the Easterly line of a tract of land conveyed by Document 98862 as evidenced by an old fence line; thence Northerly along said Easterly line 350.00 feet; thence Easterly parallel with said South line 842.44 feet to said East line; thence Southerly along said East line 50.00 feet to the Point of Beginning, in Campton Township, Kane County, Illinois. Constituting 3.742 acres more or less.

**PIN: 08-34-376-001**

**Common Address: Harley Road, Campton Township, Kane County, Illinois.**

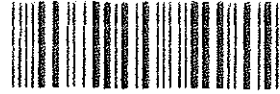
The territory to be annexed shall also include all territory to the far eastern side of that part of Harley Road contiguous to said Parcel #1 and Parcel #2, in accordance with law.

## EXHIBIT B

### LEGAL DESCRIPTION OF WALKER PROPERTY

That part of the West Half of Section 34, Township 40 North, Range 7 East of the Third Principal Meridian, described as follows: Beginning at the point of the intersection of the Easterly Line of the Westerly 1815.0 feet (110 Rods) of the Northwest Quarter of said Section (measured along the South line of said Northwest Quarter) with the Southerly line of Illinois State Route No. 38, being parallel with and 60.0 feet southerly of the center line of State Route 38 (measured at right angles thereto); thence Southerly along Easterly line 887.56 feet to the South line of said Northwest Quarter; thence Easterly along said South line 7.48 feet to the Easterly line of a tract of land Conveyed by Document No. 98862 as evidenced by an old fence line; thence Southerly along the Easterly line of said tract 437.05 feet; thence Easterly parallel with said South line 848.66 feet to the East line of the West half of said Section; thence Northerly along the East line of said West half 1244.43 feet to the Southerly line of State Route: thence Westerly along the Southerly line of said State Route 856.21 feet to the point of beginning, in Campton Township, Kane County, Illinois

PINs: 08-34-100-010  
08-34-300-007



2010K021333  
SANDY WEGMAN  
RECORDER - KANE COUNTY, IL

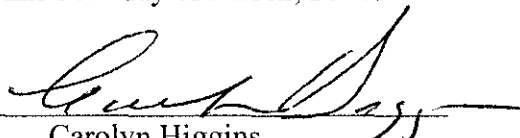
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PAGES: 22

**VILLAGE OF CAMPTON HILLS**  
**CERTIFICATE OF VILLAGE CLERK**  
**ORDINANCE**

I, CAROLYN HIGGINS, DO CERTIFY that I am the duly appointed Village Clerk of the Village of Campton Hills, Kane County, Illinois; and

I FURTHER CERTIFY that the attached copy of Ordinance No. O-10-05 is a true and correct copy of the Ordinance as duly adopted by the President and Board of Trustees of the Village of Campton Hills on the 16th day of February, 2010 and that the Ordinance has not been amended or repealed.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the Official Seal of the Village of Campton Hills, Kane County, Illinois this 30th day of March, 2010.

  
\_\_\_\_\_  
Carolyn Higgins  
Village Clerk

(SEAL)

Prepared by: Carolyn Higgins  
Return to: Village of Campton Hills  
40W115 Campton Crossing Dr., Unit B  
Campton Hills, IL 60175

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