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SANDY WEGMAN  
RECORDER - KANE COUNTY, IL

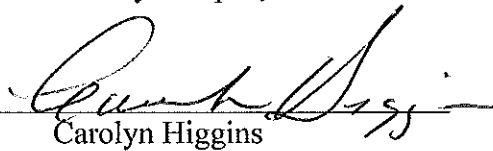
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REC FEE: 39.00  
PAGES: 11

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

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

I FURTHER CERTIFY that the attached copy of Ordinance No. O-10-12 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Trustees of the Village of Campton Hills on the 6th day of April, 2010 and that the Ordinance has not been amended or repealed.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 1st day of April, 2012.

  
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

ORDINANCE NO. O-10-12

VILLAGE OF CAMPTON HILLS  
AN ORDINANCE APPROVING FIRST AMENDMENT TO ANNEXATION  
AGREEMENT AND AUTHORIZING EXECUTION THEREOF  
BY THE PRESIDENT AND CLERK OF THE VILLAGE OF CAMPTON HILLS  
(Casey P. Panichi Property)

WHEREAS, the Village of Campton Hills ("Village") and Casey P. Panichi and Cheryl K. Hayden (now known as Cheryl K. Panichi) ("Owner") as Owner of the property described in Exhibit A attached hereto, entered into a certain Annexation Agreement dated August 26, 2008 pursuant to Section 11-15.1-1, et seq. of the Illinois Municipal Code as amended (65 ILCS 5/11-15-1.1 et seq.) and approved by Ordinance No. O-08-29 on August 26, 2008; and

WHEREAS, Owner has requested that the time referred to in Section 5 of said Annexation Agreement within which Owner may file a petition for rezoning and development be amended from thirty-six (36) months to eighty-four (84) months; and

WHEREAS, the Village has conducted a public hearing on said proposed amendment and said hearing was held on April 5, 2010, pursuant to notice given as provided by law:

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: A First Amendment to Annexation Agreement is hereby approved in substantially the form attached hereto as Exhibit B.

SECTION 3: The President and Clerk of this Village are hereby authorized to execute said First Amendment to 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.

Passed this 6<sup>th</sup> day of April, 2010 by roll call vote as follows:

	AYES	NAYS	ABSENT	ABSTAIN
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	_____	_____	_____	_____

APPROVED THIS 15TH DAY OF APRIL, 2010

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

(SEAL)

ATTEST AND FILED: April 15, 2010

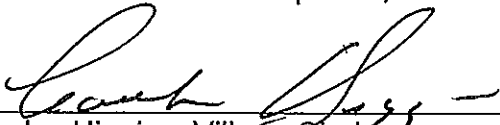
  
\_\_\_\_\_  
Carolyn Higgins, Village Clerk

EXHIBIT A  
LEGAL DESCRIPTION OF SUBJECT PROPERTY

The SW4 of Section 29 (except the north 27.50 chains and except that part falling in the highway) in Township 41 north, Range 7, east of the Third Principal Meridian, in the township of Plato, in Kane County, Illinois.

The property is commonly known as: 9N078 N Route 47, Elgin, IL 60124

PIN 05-29-300-003

# Exhibit "B"

## FIRST AMENDMENT TO ANNEXATION AGREEMENT

THIS FIRST AMENDMENT TO ANNEXATION AGREEMENT ("First Amendment") made and entered into this 6<sup>th</sup> day of April, 2009, 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 Casey A. Panichi and Sheryl K. Hayden (now known as Sheryl K. Panichi, with Casey A. Panichi and Sheryl K. Hayden being hereinafter collectively referred to as the "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 the Village of Campton Hills pursuant to an Annexation Agreement approved by the Village of Campton Hills by ordinance O-08-29 on August 26, 2008, and pursuant to Annexation Ordinance O-08-30 approved by the Village of Campton Hills by ordinance O-08-29 on August 26, 2008, as amended by Ordinance O-08-33 dated September 16, 2008, , and is hereinafter referred to as the "Subject Property" and described in Exhibit A attached hereto and made a part hereof; and

**WHEREAS**, the Village and the Owner entered into a certain Annexation Agreement dated August 26, 2008 (the "Annexation Agreement"), the terms and provisions of which are hereby incorporated herein by reference. Capitalized terms used but not otherwise defined herein shall have the meanings as set forth in the Annexation Agreement.

**WHEREAS**, the Village and the Owner now mutually desire to modify and amend the terms of the Annexation Agreement as set forth in this First Amendment below;

**WHEREAS**, the Village has conducted a public hearing on this proposed First Amendment and the aforesaid hearing was held pursuant to 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 First Amendment have been considered by the parties hereto and the Corporate Authorities of the Village believe that the modification of the Annexation Agreement as set forth in this First Amendment 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. Amendment to Annexation Agreement. paragraph 5 of the Annexation Agreement is hereby deleted in its entirety and replaced with the following Paragraph 5:

5. Disconnection Under Certain Circumstances;

Termination. The Owner anticipates that, within 84 months following the annexation of the Subject Property to the Village, the Owner will file a petition with the Village ("Development Petition") for certain zoning and development entitlements for the Subject Property that the Owner, in his sole discretion, deems appropriate, including, without limitation, (i) the rezoning and / or approval of a planned development and / or special use zoning approvals for the Subject Property (including the differing classifications for differing parts of the Subject Property) and (ii) the subdivision of the Subject Property (collectively the "Development Entitlements"). As a material inducement to the Owner agreeing to annex the Subject Property to the Village it is further agreed as follows:

(a) The Village agrees that if

(i) the Owner files a Development Petition with the Village within eighty-four (84) months following the date of Annexation of the Subject Property; and

(ii) the Village does not, within 180 days following the filing of such petition, approve the entirety of the Owner's

Development Petition and promptly enact all ordinances and otherwise grant all approvals therein requested in form and substance satisfactory to the OWNER in his sole and absolute discretion; or

(iii) prior to the Village granting Owner's Development Petition, the Village adopts ordinances, rules or regulations relative to a Groundwater Recharge Area as provided by Section 9 of this Agreement, which include any part of the Subject Property, and which are unacceptable to the Owner in his sole and absolute direction,

then the OWNER shall have the right upon written notice to the Village and the filing with the Village of a Petition for Disconnection substantially in the form provided for by the then existing provisions of Section 7-3-4 of the Illinois Municipal Code (65 ILCS 5/7-3-4), (said notice and petition being collectively referred to as the "Disconnection Demand"), to require the Village to promptly enact and record an ordinance and take all other actions that may be legally required to disconnect the Subject Property from the Village (the "Village Disconnection Action"). The Village expressly waives the provisions of said Section 7-3-4 which specify that such disconnection would be in the discretion of the Corporate Authorities.



(b) The Village shall within, sixty (60) days after receipt by the Village of the Disconnection Demand and at no cost or expense of the OWNER (i) adopt an ordinance of disconnection and (ii) take any and all other actions required to bring about the disconnection of the Subject Property from the Village.

(c) The Village further agrees that it shall not, without the prior written consent of the OWNER (which consent the OWNER may give or withhold in his sole and absolute discretion) annex any other property which, if annexed, would legally prevent the disconnection of the Subject Property under the terms of Section 5(a) above.

(d) The deadlines set forth in this Section 5 may be extended by mutual written agreement of the parties.

If the Village breaches its obligation to disconnect the Subject Property as provided for in this Section 5, or adopts an annexation ordinance contrary to the provisions of subsection (c) of this Section 5, then in addition to the remedy of specific performance available to the OWNER (as provided in Section 12 below) the Village shall be obligated to pay the OWNER Five Hundred Dollars (\$500.00) per day for each day beyond the deadline specified in Section 5(b) above, that the Subject Property remains within the Village.

The parties stipulate that such per diem charge is not a penalty, but instead a pre-negotiated "fee" for the continued inclusion of the Subject Property within the Village until its disconnection is ultimately accomplished as provided for herein.

4. **Binding Effect; Successors and Assigns.** This Annexation Agreement as amended by this First Amendment, 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.

5. **Term of Agreement; Extensions.** This Annexation Agreement, as amended by this First Amendment, shall be valid and binding for a term of twenty (20) years from the original date of the execution of the Annexation Agreement (being August 26, 2008) unless sooner terminated in accordance with the provisions herein contained. Upon mutual agreement of the parties, this Agreement may be extended for additional periods not inconsistent with the Illinois Compiled Statutes.

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

7. **Ratification.** Except as modified by this First Amendment, the Annexation Agreement, as originally executed by the parties, shall remain unmodified and in full force and effect.

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 *Darcy Smith*  
VILLAGE PRESIDENT

*[Signature]*  
CASEY A. PANICHI

ATTEST:  
*[Signature]*  
VILLAGE CLERK

*[Signature]*  
SHERYL HAYDEN  
(aka SHERYL K. PANICHI)

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