

ANNEXATION AGREEMENT
BETWEEN
THE VILLAGE OF CAMPTON HILLS
AND
DAVID F. PHILLIPS AND BONNIE J.
PHILLIPS

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ANNEXATION AGREEMENT
RELATIVE TO ANNEXATION OF PHILLIPS PROEPRTY
TO THE VILLAGE OF CAMPTON HILLS

THIS AGREEMENT ("Agreement") made and entered into this 17th day of June 2014, 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 David F. Phillips and Bonnie J. Phillips, (hereinafter "Owner").

WITNESSETH:

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 24.63 gross acres 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

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: Beith 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 E-2 pursuant to the Zoning Ordinance of Kane County and upon annexation will automatically be zoned in the E-2 Zoning District of the Village; and

I. **WHEREAS**, the Village Zoning Ordinance provides as follows as to some of the permitted uses and special uses in the E-2 Zoning District (being the uses permitted in the E-1 District):

Permitted Uses

"Agriculture, which in this district shall mean the cultivation of the soil principally for the production of food products, but shall not include the following:

"(1) The feeding or other disposal of community or collected garbage.

"(2) The raising or dealing in poultry, or any animals for business or commercial purposes, except as incidental to a bona fide general farming operation. Said animals or poultry shall not be housed, stabled, kenneled or yarded closer than one hundred (100) feet from any residence other than that of the owner or user of the property.

"(3) Buildings or structures, and the sale of agricultural products produced solely on the premises, are considered agricultural if located on a lot containing not less than five (5) acres of land area."

Special Uses:

"d. Boarding stables on lots or parcels of seven (7) acres or more provided that the number of horses does not exceed one horse per acre of land which is undeveloped and is dedicated for the pasture of horses."

J. **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 E-2 Zoning District of 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 absence of a Concept Plan for the property at this time, the Parties agree:

(a) Owner shall be allowed to initially divide the Subject Property into not more than two (2) lots, generally as depicted on the Preliminary Sketch Plan, (the "Preliminary Plan") attached hereto as Exhibit B, one lot, designated as Lot 2 on the Preliminary Plan, being not less than two and one half (2 ½) acres in size, on which a single family residence and accessory buildings may be constructed, or permitted to exist, as the case may be, in compliance with the Village Code and other applicable regulations except as herein provided. The existing accessory buildings, shall be considered as and are hereby deemed to be, legal non-conforming uses, to the extent that such accessory structures may not comply with existing Village regulations and said accessory structures may be rebuilt or reconstructed even if totally destroyed or their use discontinued for any period of not to exceed one (1) year.

(b) Lot 1, depicted on the Preliminary Plan consists of the balance of the Subject Property. On said Lot 1 there exists a barn and driveways, which will be permitted to remain. The Owner shall be permitted to erect a single family dwelling union on said Lot 1, subject to the requirements of the Village Zoning Ordinance and all other Village Code and applicable County Codes.

(c) It has been determined that a plat of subdivision is required to create Lots 1 and 2, and the Village agrees to classify the Plat of Subdivision to be submitted by Owner as a "Minor Subdivision" pursuant to Section 19.6 of the Subdivision Ordinance. Owner and the Village shall comply with such procedures as are then in effect and generally applicable for the review and approval of a plat of such a Minor Subdivision; provided that the Village President and Building and Zoning Officer may waive items in the "Minor Subdivision Procedure and Approval Process" as set forth in Section 19.6 of the Subdivision Ordinance which are Village requirements and which in their judgment are not applicable to Owner's proposed two lot subdivision. Deviations from the requirements of the Village Subdivision Ordinance shall be as follows (in addition to any further deviations which the Village may elect to grant at the time of Subdivision on the request of the Owner):

(i) The existing driveway into the Property from Beith Road may be reasonably widened, without being deemed a new or relocated driveway. The Village will not require the installation of any curbs, gutter, sidewalks, streetlights and/or other road appurtenances.

7. **Land Dedications; Impact Fees; Annexation Fees.**

(a) Owner hereby waives any objection to the payment of Impact Fees imposed by the Village Code at the time of this Agreement, provided, the amounts 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 donations or dedications from the Owner for the residence, structures, driveways and improvements now existing on Lot 2, or on the balance of the Subject Land (Lot 1) until said Lot 1 or any part thereof is further developed and each building permit is issued and then only in an amount or amounts applicable to other properties of the Village at that time.

(b) **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.

8. **Compliance with Applicable Ordinances.** 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 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, except that no permits shall be required or fees payable (other than as provided in this Agreement) unless and until one or more permits have been issued as provided for in Section 6 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 the following requirements:

a) that pervious surfaces be utilized for subsequently installed driveways and walks hereinafter installed on individual lots where practical;

b) that exterior lighting fixtures be consistent with principles of any "Dark Sky" provisions of the then existing Village Code;

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.

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.

9. **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.

10. **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 Owners agree that the Owners 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.

11. **Amendment.** This Agreement may be amended by an amendatory document executed by the Village and the Owners named herein as long as Owners hold title to any part of the Subject Property. If the Owners no longer hold title to any part of the Subject Property, then this Agreement may be amended by an amendatory document executed by owners who own not less than seventy percent (70%) of the individual lots on the Subject Property and by the Village. 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. 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 Homeowners' Association (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.

12. **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.

13. **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.

14. **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. Further, the time periods set forth in Section 5 above shall be strictly enforced.

15. **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 Owner shall reimburse the Village for recording costs.

16. **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: Patsy Smith, Village President
Facsimile: (630) 584-5775

with a copy to:

J. William Braithwaite
Bazos, Freeman, Kramer, Schuster & Braithwaite, LLC
1250 Larkin Ave., #100
Elgin, Illinois 60123
Facsimile: (847) 742-9777

If to the Owner:

David F. Phillips and Bonnie J. Phillips
41W449 Barlow Drive
Campton Hills, Illinois 60175

With a copy to:
Christine A Zyzda
The Law Office of Christine A. Zyzda
208 W. Washington Suite 1209
Chicago, Illinois 60606-3577
312-201-8685 / Facsimile: 312-201-8683

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

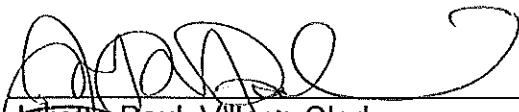
delivery, provided that a confirmation copy is also sent by regular United States Mail on the same date as the facsimile transmission.


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 J. Smith, Village President

ATTEST:


Juliette Paul, Village Clerk


David F. Phillips


Bonnie J. Phillips