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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** DANIELLE MARION, COMMUNITY DEVELOPMENT DIRECTOR  
**SUBJECT:** ORDINANCE: ANNEXATION AGREEMENT TERMINATION- BRIGHTON RIDGE (LENNAR)  
**AGENDA:** APRIL 15, 2025 VILLAGE BOARD MEETING  
**DATE:** APRIL 9, 2025

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**ISSUE**

Shall the Village Board approve the termination of an Annexation Agreement for property located at Galena Blvd and IL Route 56 for the Brighton Ridge Development.

**DISCUSSION**

The property located at Galena Boulevard and Illinois Route 56 currently has an annexation agreement on the property (previously known as Timbercrest) that was approved in 2006. This annexation agreement is set to expire on April 17, 2026. The property is currently vacant land, previously there was a mixed used development approved for this property that was never completed.

The Board discussed the proposed annexation termination at the previous Village Board meeting. Overall there were no concerns expressed with terminating the annexation agreement early. In place of the existing annexation agreement, a new development agreement would be adopted that outlines all of the regulations for the property. This action is necessary in order to allow Lennar to move forward with their plans for the property.

**ATTACHMENTS**

- Timbercrest Annexation Agreement
- Ordinance terminating an Annexation Agreement

**COSTS**

All costs associated with the early termination of the annexation agreement are borne by the Applicant.

**RECOMMENDATION**

The Village Board approve an Ordinance authorizing termination of an Annexation Agreement. Staff recommends approval of the Annexation Agreement amendment.



**VILLAGE OF SUGAR GROVE  
KANE COUNTY, ILLINOIS**

**ORDINANCE NO. 2025-0415\_\_**

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**AN ORDINANCE AUTHORIZING EXECUTION OF AN ANNEXATION AGREEMENT AMENDMENT FOR  
TIMBERCREST (BRIGHTON RIDGE)**

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Adopted by the Board of Trustees and President of the Village of Sugar Grove  
this \_\_\_\_ day of April 2025

Published in pamphlet form by authority of the Board of Trustees of the Village of Sugar Grove  
this \_\_\_\_ day of April 2025

**VILLAGE OF SUGAR GROVE**

**ORDINANCE NO. 2025-0415\_\_**

**AN ORDINANCE AUTHORIZING EXECUTION OF AN ANNEXATION AGREEMENT AMENDMENT FOR  
TIMBERCREST (BRIGHTON RIDGE)**

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**WHEREAS**, the Village of Sugar Grove (the “Village”) is not a home rule municipality within Article VII, Section 6A of the Illinois Constitution and, pursuant to the powers granted to it under 65 ILCS 5/1-8 *et seq.*; and,

**WHEREAS**, Calatlantic Group, LLC and Chicago Title Land Trust Company (the “OWNER” and/or “DEVELOPER”) have petitioned for an amendment to the Annexation Agreement for the Timbercrest development; and,

**WHEREAS**, after due notice, the corporate authorities of the Village held a public hearing on April 15, 2025 on the proposed amended agreement, similar in form and substance to the Agreement attached hereto; and,

**WHEREAS**, the corporate authorities have approved this Agreement; and,

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

**SECTION ONE: AMENDED ANNEXATION AGREEMENT**

That the Amended Annexation Agreement entered into by and between the Village of Sugar Grove, an Illinois municipal corporation (the "Village"); and Calatlantic Group, LLC and Chicago Title Land Trust Company, (the "OWNER" and/or “DEVELOPER”); setting forth terms and conditions relating to the territory legally described in **Exhibit A** is hereby incorporated by reference in this ordinance as if fully set forth in the body hereof, a copy of which is attached hereto as **Exhibit B**. Said **Exhibit B** is hereby approved and the Village President and Clerk are hereby authorized and directed to execute said amended agreement on behalf of the Village of Sugar Grove.

## SECTION TWO: RECORDING AND NOTICE

The Village Clerk is hereby further authorized and directed to record this ordinance along with all exhibits in the Office of the Recorder of Kane County.

## SECTION THREE: GENERAL PROVISIONS

REPEALER: All ordinances or portions thereof in conflict with this ordinance are hereby repealed.

SEVERABILITY: Should any provision of this ordinance be declared invalid by a court of competent jurisdiction, the remaining provisions will remain in full force and effect the same as if the invalid provision had not been a part of this ordinance.

EFFECTIVE DATE: This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois this \_\_\_\_ day of April 2025.

\_\_\_\_\_  
Jennifer Konen,  
Village President

ATTEST: \_\_\_\_\_  
Tracey Conti,  
Village Clerk

|                         | <b>Aye</b> | <b>Nay</b> | <b>Absent</b> | <b>Abstain</b> |
|-------------------------|------------|------------|---------------|----------------|
| Trustee Matthew Bonnie  | _____      | _____      | _____         | _____          |
| Trustee Sean Herron     | _____      | _____      | _____         | _____          |
| Trustee Heidi Lendi     | _____      | _____      | _____         | _____          |
| Trustee Sean Michels    | _____      | _____      | _____         | _____          |
| Trustee Michael Schomas | _____      | _____      | _____         | _____          |
| Trustee James F. White  | _____      | _____      | _____         | _____          |

**Exhibit A**

*(Legal Description)*

THAT PART OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 15; THENCE SOUTH 00 DEGREES 27 MINUTES 09 SECONDS EAST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15, 1857.20 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 27 MINUTES 09 SECONDS EAST ALONG SAID EAST LINE 787.40 FEET, TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 15; THENCE SOUTH 00 DEGREES 02 MINUTES 47 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15, 440.86 FEET, TO THE NORTH LINE OF F.A.I. ROUTE 141, ACCORDING TO PROCEEDINGS HELD IN THE CIRCUIT COURT FOR THE 16<sup>TH</sup> JUDICIAL CIRCUIT, KANE COUNTY, ILLINOIS, AS CASE 67-CI-6079; THENCE 389.14 FEET, ALONG AN ARC, CONCAVE TO THE NORTH, HAVING A RADIUS OF 532.65 FEET, WITH A CHORD BEARING SOUTH 73 DEGREES 57 MINUTES 20 SECONDS WEST, 380.54 FEET; THENCE NORTH 85 DEGREES 06 MINUTES 55 SECONDS WEST, 240.00 FEET; THENCE 412.70 FEET, ALONG AN ARC, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 449.00 FEET, WITH A CHORD BEARING SOUTH 68 DEGREES 33 MINUTES 10 SECONDS WEST, 398.32 FEET; THENCE 195.25 FEET, ALONG AN ARC, CONCAVE TO THE EAST, HAVING A RADIUS OF 359.00 FEET, WITH A CHORD BEARING SOUTH 26 DEGREES 38 MINUTES 25 SECONDS WEST, 192.85 FEET; THENCE SOUTH 11 DEGREES 03 MINUTES 34 SECONDS WEST, 158.10 FEET; THENCE SOUTH 60 DEGREES 45 MINUTES 32 SECONDS WEST, 69.05 FEET, TO THE NORTH LINE OF U.S. ROUTE 30, ACCORDING TO SAID CASE 67-CI-6079; THENCE NORTH 78 DEGREES 56 MINUTES 26 SECONDS WEST, 746.13 FEET; THENCE NORTH 11 DEGREES 03 MINUTES 34 SECONDS EAST, 25.00 FEET; THENCE NORTH 78 DEGREES 56 MINUTES 26 SECONDS WEST 848.75 FEET; THENCE NORTH 86 DEGREES 49 MINUTES 10 SECONDS WEST, 506.03 FEET; THENCE SOUTH 11 DEGREES 03 MINUTES 34 SECONDS WEST, 30.00 FEET TO THE CENTER LINE OF SAID U.S. ROUTE 30; THENCE 23.06 FEET, ALONG AN ARC CONCAVE TO THE SOUTH, HAVING A RADIUS OF 22175.75 FEET, WITH A CHORD BEARING NORTH 79 DEGREES 32 MINUTES 37 SECONDS WEST, 23.06 FEET, TO A LINE DRAWN PARALLEL WITH AND 577.50 FEET WEST OF, AS MEASURED ALONG THE SOUTH LINE OF SAID SECTION 15, THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 15; THENCE NORTH 00 DEGREES 21 MINUTES 15 SECONDS WEST, ALONG SAID PARALLEL LINE 2219.87 FEET; THENCE SOUTH 77 DEGREES 18 MINUTES 05 SECONDS EAST, 3335.52 FEET, TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

**Exhibit B**

*(Amended Annexation Agreement on following pages)*

## **TERMINATION OF ANNEXATION AGREEMENT**

THIS TERMINATION OF ANNEXATION AGREEMENT (“**Termination Agreement**”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, between the **VILLAGE OF SUGAR GROVE**, an Illinois municipal corporation, located in the County of Kane, State of Illinois (“**Village**”), **CALATLANTIC GROUP, LLC**, a Delaware limited liability company, or its assigns (“**Developer**”), and **CHICAGO TITLE LAND TRUST COMPANY**, as Trustee of Trust Number C201206 and Trust Number C201207 (“**Owner**”). The Village, Developer, and Owner may be each individually referred to herein as a “**Party**” or collectively as the “**Parties**”.

**WHEREAS**, the Parties acknowledge that as of the date of approval of this Termination Agreement, Owner is the owner of the land consisting of approximately 141.2 acres depicted on the Plat of Survey prepared by Mackie Consultants, LLC, dated October 8, 2024, last revised January 17, 2025 (“**Subject Property**”), attached hereto as **Exhibit A** (“**Plat of Survey**”), located at the northwest corner of IL Route 56 and Galena Boulevard, in Kane County, Illinois, and legally described on **Exhibit B** (“**Legal Description**”) attached hereto;

**WHEREAS**, the Parties acknowledge that as of the date of approval of this Termination Agreement, Developer is the contract purchaser of the Subject Property and this Termination Agreement shall only become effective upon Developer’s acquisition of the Subject Property and execution of a separate development agreement between the Village and Developer (“**Development Agreement**”) as set forth herein;

**WHEREAS**, the Owner and Village are parties to the Annexation Agreement recorded with the Kane County Recorder on March 29, 2006 as Document No. 2006K033445 (“**Annexation Agreement**”);

**WHEREAS**, per Paragraph 22 of the Annexation Agreement, the Annexation Agreement is to expire twenty (20) years from the later of the date of execution of the Annexation Agreement or the date of adoption of the ordinances pursuant thereto, which date is March 22, 2026;

**WHEREAS**, development of the Subject Property never occurred under the terms of the Annexation Agreement and the Subject Property has remained vacant and underutilized since its annexation nearly twenty (20) years ago;

**WHEREAS**, Developer intends to acquire the Subject Property for its development as a residential planned unit development to be known as Brighton Ridge (“**Brighton Ridge**”);

**WHEREAS**, to facilitate development of Brighton Ridge, the Village and Owner intend to terminate the Annexation Agreement and the Village and Developer intend to enter into the Development Agreement to regulate future development of the Subject Property;

**WHEREAS**, the Village published notice of, and held, a public hearing before the Village Board of Trustees on April 15, 2025, regarding termination of the Annexation Agreement; and

**WHEREAS**, the Village Board of Trustees, after due and careful consideration, has concluded that the termination of the Annexation Agreement on the terms and conditions set forth herein will further the Village's growth and otherwise enhance, promote, and serve the best interests and general welfare of the Village and its residents and has voted to affirmatively approve execution of this Termination Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained, the Parties agree as follows:

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated into the body of this Termination Agreement as if fully set forth and repeated herein.
2. Effective Date. The Parties acknowledge that as of the date of approval of this Termination Agreement, Developer is the contract purchaser of the Subject Property. It is the intent of the Parties that this Termination Agreement be approved and executed by the Parties at the time of Village Board approval, but that the effective date of this Termination Agreement be suspended until such date and time as Developer or its assignee takes title to the Subject Property, the Development Agreement is executed, and this Termination Agreement is recorded ("Effective Date"). This Termination Agreement and the Development Agreement shall not be recorded unless and until Developer takes title to the Subject Property. This Termination Agreement may be executed by the Parties within three hundred sixty-five (365) days of the date of the ordinance approving this Termination Agreement. In the event the Parties do not execute the Termination Agreement within such three hundred sixty-five (365) day period, then this Termination Agreement and all ordinances enacted in accordance herewith shall be null and void. The Village Clerk shall only cause this Termination Agreement to be recorded against the Subject Property after receipt of a written notice ("Closing Notice") that the Developer has acquired title to the Subject Property.
3. Termination of the Annexation Agreement. Upon satisfying the conditions specified in Paragraph 2 above, the Annexation Agreement is hereby terminated by the Parties and of no further force or effect.
4. Integration and Amendment. This Termination Agreement supersedes all prior agreements and negotiations between the Parties and sets forth all promises, inducements, agreements, conditions, and understandings between and among the Parties relative to the subject matter hereof, and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between or among them, other than are herein set forth.



5. Severability. Should any provision of this Termination Agreement or application thereof to any party or circumstance be held invalid, and such invalidity does not affect other provisions or applications of this Termination Agreement which can be given effect without the invalid application or provision, then all remaining provisions shall remain in full force and effect.
6. Further Assurances. The Parties shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Termination Agreement and the actions contemplated hereby.
7. Signature. To facilitate execution of this Termination Agreement, the parties may execute this Termination Agreement in counterparts and exchange signatures by facsimile transmission or by electronic delivery of a PDF copy of the executed Termination Agreement, which facsimile or PDF copy shall be deemed valid and binding.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Termination Agreement as of the date first above named.

**VILLAGE**

VILLAGE OF SUGAR GROVE

By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Village Clerk

STATE OF ILLINOIS       )  
  )  
COUNTY OF \_\_\_\_\_)

I, \_\_\_\_\_, a Notary Public in and for said county, in the state aforesaid, do hereby certify that \_\_\_\_\_ and \_\_\_\_\_ as \_\_\_\_\_ and \_\_\_\_\_ of the Village of Sugar Grove, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
Notary Public

**DEVELOPER**

CALATLANTIC GROUP, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF ILLINOIS       )  
  )  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for said county, in the state aforesaid, do hereby  
certify       that \_\_\_\_\_ as \_\_\_\_\_ of  
\_\_\_\_\_, personally known to me to be the same person whose name  
is subscribed to the foregoing instrument, appeared before me this day in person and  
acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary  
act, for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
Notary Public

**OWNER**

CHICAGO TITLE LAND TRUST COMPANY,  
AS TRUSTEE OF TRUST NUMBER C201206  
AND TRUST NUMBER C201207

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF ILLINOIS        )  
  )  
COUNTY OF \_\_\_\_\_  )

I, \_\_\_\_\_, a Notary Public in and for said county, in the state aforesaid, do hereby  
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Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
Notary Public

**Exhibit A**  
Plat of Survey

**Exhibit B**  
Legal Description

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COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 15; THENCE SOUTH 00 DEGREES 27 MINUTES 09 SECONDS EAST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15, 1857.20 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 27 MINUTES 09 SECONDS EAST ALONG SAID EAST LINE 787.40 FEET, TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 15; THENCE SOUTH 00 DEGREES 02 MINUTES 47 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15, 440.86 FEET, TO THE NORTH LINE OF F.A.I. ROUTE 141, ACCORDING TO PROCEEDINGS HELD IN THE CIRCUIT COURT FOR THE 16<sup>TH</sup> JUDICIAL CIRCUIT, KANE COUNTY, ILLINOIS, AS CASE 67-CI-6079; THENCE 389.14 FEET, ALONG AN ARC, CONCAVE TO THE NORTH, HAVING A RADIUS OF 532.65 FEET, WITH A CHORD BEARING SOUTH 73 DEGREES 57 MINUTES 20 SECONDS WEST, 380.54 FEET; THENCE NORTH 85 DEGREES 06 MINUTES 55 SECONDS WEST, 240.00 FEET; THENCE 412.70 FEET, ALONG AN ARC, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 449.00 FEET, WITH A CHORD BEARING SOUTH 68 DEGREES 33 MINUTES 10 SECONDS WEST, 398.32 FEET; THENCE 195.25 FEET, ALONG AN ARC, CONCAVE TO THE EAST, HAVING A RADIUS OF 359.00 FEET, WITH A CHORD BEARING SOUTH 26 DEGREES 38 MINUTES 25 SECONDS WEST, 192.85 FEET; THENCE SOUTH 11 DEGREES 03 MINUTES 34 SECONDS WEST, 158.10 FEET; THENCE SOUTH 60 DEGREES 45 MINUTES 32 SECONDS WEST, 69.05 FEET, TO THE NORTH LINE OF U.S. ROUTE 30, ACCORDING TO SAID CASE 67-CI-6079; THENCE NORTH 78 DEGREES 56 MINUTES 26 SECONDS WEST, 746.13 FEET; THENCE NORTH 11 DEGREES 03 MINUTES 34 SECONDS EAST, 25.00 FEET; THENCE NORTH 78 DEGREES 56 MINUTES 26 SECONDS WEST 848.75 FEET; THENCE NORTH 86 DEGREES 49 MINUTES 10 SECONDS WEST, 506.03 FEET; THENCE SOUTH 11 DEGREES 03 MINUTES 34 SECONDS WEST, 30.00 FEET TO THE CENTER LINE OF SAID U.S. ROUTE 30; THENCE 23.06 FEET, ALONG AN ARC CONCAVE TO THE SOUTH, HAVING A RADIUS OF 22175.75 FEET, WITH A CHORD BEARING NORTH 79 DEGREES 32 MINUTES 37 SECONDS WEST, 23.06 FEET, TO A LINE DRAWN PARALLEL WITH AND 577.50 FEET WEST OF, AS MEASURED ALONG THE SOUTH LINE OF SAID SECTION 15, THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 15; THENCE NORTH 00 DEGREES 21 MINUTES 15 SECONDS WEST, ALONG SAID PARALLEL LINE 2219.87 FEET; THENCE SOUTH 77 DEGREES 18 MINUTES 05 SECONDS EAST, 3335.52 FEET, TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.