

VILLAGE OF RINGWOOD
ORDINANCE NO. 03-5-4

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF RINGWOOD THIS 19th DAY OF MAY , 2003

Published in pamphlet form by
authority of the President and
Board of Trustees of the Village
of Ringwood, McHenry County,
Illinois this 19th day of MAY , 2003

ORDINANCE NO. 03 -5-4

AN ORDINANCE PROVIDING FOR THE APPROVAL
OF A PROPOSED ANNEXATION AGREEMENT
BETWEEN THE VILLAGE OF RINGWOOD, MCHENRY
COUNTY, ILLINOIS AND ELIZABETH ANN PALSIR ELBERSEN.

WHEREAS, ELIZABETH ANN PALSIR ELBERSEN is the record owner of a certain parcel of real estate located at 6725 Barnard Hill Road, Ringwood, Illinois which is legally described as follows:

That part of the East half of the Southwest Quarter of Section 5, Township 45 North, Range 8 East of the Third Principal Meridian, described as follows: Commencing at the Southeast Corner of Lot 11, according to the plat of Pleasant Valley Subdivision, Unit No. 1, recorded May 14, 1952 as Document No. 253356 in Book 11 of Plats, page 52, and running thence North on the East line of said Lot 11, being on the East line of the West Half of said Southwest Quarter, for a distance of 416.86 feet to a point for a place of beginning; thence East at right angles to the last described line for a distance of 300 feet to a point; thence North at right angles to the last described line, 340.16 feet to an intersection with the center of the Public Highway; thence Northwesterly along the center of said Highway, being on a line forming an angle of 57 degrees 32 minutes to the left, with a prolongation of the last described line, for a distance of 355.58 feet to an intersection with the aforesaid East line of the West Half of the said Southwest Quarter; thence South on the last described line for a distance of 531.04 feet to the place of beginning, in McHenry County, Illinois.

WHEREAS, said real estate is contiguous to the existing corporate limits of the Village of Ringwood, McHenry County, Illinois; and

WHEREAS, notice of public hearing was published in the Northwest Herald, a newspaper of general circulation in the Village, within the time provided by law, notifying the public of a hearing on said proposed Annexation Agreement to be held before the Corporate Authorities of the Village of Ringwood, McHenry County, Illinois

on MAY 19, 2003 at 7:30 p.m.; and

WHEREAS, the Corporate Authorities of the Village of Ringwood have held the aforesaid hearing in connection with said Annexation Agreement as required by law and have found that the entry into said Agreement will not be detrimental to the public health, welfare, or safety of the inhabitants of the Village of Ringwood, McHenry County, Illinois;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF RINGWOOD, McHenry COUNTY, ILLINOIS AS FOLLOWS:

SECTION 1: The Annexation Agreement bearing the 19th day of MAY, 2003, by and between the Village of Ringwood, Illinois and ELIZABETH ANN PALSIR ELBERSEN, be and the same is hereby approved. A complete and accurate copy of said Annexation Agreement is attached to this ordinance and incorporated herein by reference as Exhibit "A".

SECTION 2: The Village President and Village Clerk of the Village of Ringwood are hereby authorized and directed to affix their signatures as Village President and Village Clerk of said Village to said Agreement for the uses and purposes therein set forth.

SECTION 3: This Ordinance shall be in full force and effect immediately after its passage and approval as required by law.

PASSED THIS 19th DAY OF MAY, 2003.

AYES: BAUER, BRUCE, KEPES, MUDRA, PRESTON, ROSEMAN, MACK

NAYS: NONE

ABSTAIN: NONE

ABSENT: NONE

NOT VOTING: NONE

APPROVED THIS 19th DAY OF MAY, 2003.

Richard E. Mack
VILLAGE PRESIDENT

SEAL OF RINGWOOD
CORPORATE
EST. 1837
1994
Jason Kennebeck
VILLAGE CLERK

ANNEXATION AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of MAY, 2003, by and between the VILLAGE OF RINGWOOD, ILLINOIS, a Municipal Corporation in the State of Illinois, (hereinafter referred to as "Village"), by and through its Corporate Authorities, (hereinafter referred to collectively as "Corporate Authorities"), and ELIZABETH ANN PALSIR ELBERSEN (hereinafter referred to as "Owner").

WITNESSETH:

WHEREAS, Owner is the record title owner of the following described real estate hereinafter referred to as "Premises".

That part of the East half of the Southwest Quarter of Section 5, Township 45 North, Range 8 East of the Third Principal Meridian, described as follows: Commencing at the Southeast Corner of Lot 11, according to the plat of Pleasant Valley Subdivision, Unit No. 1, recorded May 14, 1952 as Document No. 253356 in Book 11 of Plats, page 52, and running thence North on the East line of said Lot 11, being on the East line of the West Half of said Southwest Quarter, for a distance of 416.86 feet to a point for a place of beginning; thence East at right angles to the last described line for a distance of 300 feet to a point; thence North at right angles to the last described line, 340.16 feet to an intersection with the center of the Public Highway; thence Northwesterly along the center of said Highway, being on a line forming an angle of 57 degrees 32 minutes to the left, with a prolongation of the last described line, for a distance of 355.58 feet to an intersection with the aforesaid East line of the West Half of the said Southwest Quarter; thence South on the last described line for a distance of 531.04 feet to the place of beginning, in McHenry County, Illinois.

commonly known as 6725 Barnard Mill Road, Ringwood, Illinois.

WHEREAS, Premises are contiguous to the corporate limits of the VILLAGE OF

RINGWOOD, ILLINOIS and is not within the corporate boundaries of any other City or Village and has no electors residing thereon other than Owner;

WHEREAS, Premises constitutes territory which is contiguous to and may be annexed to the VILLAGE OF RINGWOOD, as provided in Chapter 65, Illinois Compiled Statutes, Section 5/11-15.1 et. seq.

WHEREAS, the Owner desires to have said Premises annexed to the VILLAGE OF RINGWOOD, ILLINOIS, upon the terms and conditions hereinafter set forth;

WHEREAS, the Corporate Authorities after due and careful consideration have concluded that the annexation of Premises to the Village, under the terms and conditions hereinafter set forth, would further the growth of the Village, enable the Village to control the development of the area, and serve the best interests of the Village;

WHEREAS, pursuant to the provisions of Section 5/11-15.1-1, et. seq. Chapter 65 Illinois Compiled Statutes, as amended, a proposed Annexation Agreement, in form and substance the same as this Agreement, was submitted to the Corporate Authorities and a public hearing was held thereon pursuant to notice, as provided in the statutes;

WHEREAS, the Owner has requested that the Premises be zoned as provided in the E-2 Zoning District classification under the Village of Ringwood Zoning Ordinance, and the Zoning Board has conducted a public hearing, pursuant to statutory notice, in connection with the Owner's zoning request; and

WHEREAS, because the Village provides neither library nor fire protection

services, no notices are therefore required by statute to be given to any Library District or Fire Protection District.

NOW, THEREFORE, for and in consideration of the mutual promises and agreements contained herein, it is hereby agreed by and between the parties hereto, as follows:

1. That the representations and recitals set forth in the foregoing preamble are material to this Agreement and the parties hereby conform and declare their truth and validity, and hereby incorporate such representations and recitals into this Agreement.

2. This Agreement is made pursuant to and in accordance with the provisions of Section 5/11-15.1-1, et seq. Of the Illinois Municipal Code, Chapter 65, Illinois Compiled Statutes, as amended; that said statutory provisions provide for annexation agreements to be entered into between private citizens and/or corporations and municipalities; that all of the requirements of the Illinois Compiled Statutes and specifically Section 5/11-15.1-3 of the Illinois Municipal Code, Chapter 65, Illinois Compiled Statutes, as amended, in regard to publication and notice have been met prior to the date of this Agreement.

3. That this Agreement is entered into after public hearings before the Corporate Authorities of the VILLAGE OF RINGWOOD, ILLINOIS, in accordance with the provisions of the aforesaid Statutes of the State of Illinois.

4. That the purpose of this Agreement is to provide for annexation of Premises to the VILLAGE OF RINGWOOD, ILLINOIS, upon certain conditions

hereinafter described in this Agreement.

5. That the owner has heretofore filed with the Village Clerk of the VILLAGE OF RINGWOOD, ILLINOIS, a proper Petition for Annexation conditioned on the terms and provisions of this Agreement to annex said Premises heretofore described to the VILLAGE OF RINGWOOD, ILLINOIS.

6. That the Corporate Authorities, upon execution of this Agreement, shall enact an Ordinance annexing the aforescribed Premises which includes all adjacent streets or highways as required by law.

7. That the Corporate Authorities agree upon annexation of said premises to enact an Ordinance as to classify said Premises as E-2, Estate Zoning District classification in accordance with the terms and provisions of the Village of Ringwood Zoning Ordinance.

8. No change or modification of any ordinance, code or regulation shall be applied during the term of this Agreement so as to affect the aforesaid E-2 Estate Zoning District classification of Premises; and the uses permitted thereunder by the Village Zoning Ordinance in effect as of the date of this Agreement as hereinbefore provided.

9. 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 OF RINGWOOD, ILLINOIS.

10. This Agreement shall be valid and binding for a term of twenty

(20) years from the date of its execution.

11. This Agreement shall be enforceable only in Circuit Court of the 19th Judicial Circuit, McHenry County, Illinois, by and on behalf of the parties, or by any appropriate action at law or in equity to secure the performance of the covenants and agreements herein contained. No action heron may be filed by the parties in any Federal Court.

12. If any provision of this Agreement is held to be invalid by any Court of competent jurisdiction, such provision shall be deemed to be excised from this Agreement, and the invalidity thereof shall not affect any of the other provisions contained herein.

IN WITNESS WHEREOF, the Corporate Authorities, and the owner have hereunto set their hands and seals, and have caused this instrument to be executed by their duly authorized officials and the corporate seal attached thereto, all on the day and year first written above.

VILLAGE OF RINGWOOD, ILLINOIS

By: Richard E. Mack
Its Village President



Elizabeth Ann Palsir Elbersen
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