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MCHENRY COUNTY RECORDER  
PHYLIS K. WALTERS

2001R0045120

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| RECORDING FEE    | 41.00 |
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| STATE STAMP FEE  |       |

VILLAGE OF Ringwood  
P.O. Box 217  
Ringwood, IL 60072

VILLAGE OF RINGWOOD, ILLINOIS

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF MCHENRY )

*I, the undersigned, do certify that I am the duly appointed and acting Clerk of the Village of Ringwood, Illinois, in the State and County aforesaid, and that I am the keeper of the minutes, journal of proceedings and other records of the President and Board of Trustees of the Village.*

*I do further certify that the attached is a true and correct copy of Ordinance No. 2001-3-1 being an ordinance adopted March 19, 2001, authorizing the execution of a Jurisdictional Boundary Line Agreement between the Village of Ringwood and the Village of Johnsburg, Illinois.*

*IN WITNESS THEREOF, I have affixed hereto my official seal and signature this 21st day of March, 2001.*



*Austin Kennelbeck*  
Village Clerk

41<sup>00</sup>

01-28-8455

VILLAGE OF RINGWOOD ORDINANCE NO. 2001-3-1  
AN ORDINANCE AUTHORIZING THE EXECUTION OF A  
JURISDICTIONAL BOUNDARY LINE AGREEMENT BETWEEN  
THE VILLAGE OF RINGWOOD AND THE VILLAGE OF JOHNSBURG

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF  
RINGWOOD THIS 19TH DAY OF MARCH, 2001

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 March, 2001.

ORDINANCE NO. 2001-3-1  
AN ORDINANCE AUTHORIZING THE EXECUTION OF A  
JURISDICTIONAL BOUNDARY LINE AGREEMENT BETWEEN  
THE VILLAGE OF RINGWOOD AND THE VILLAGE OF JOHNSBURG

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF  
RINGWOOD, ILLINOIS as follows:

SECTION 1. The Jurisdictional Boundary Line Agreement between the Village of  
Ringwood and the Village of Johnsburg which is attached hereto in the form of Exhibit 1 is  
hereby approved.

SECTION 2. The Village President is hereby authorized and directed to execute, and the  
Village Clerk is hereby directed to attest the aforesaid Jurisdictional Boundary Line Agreement.

SECTION 3. This ordinance shall become in full force and effect from and after its  
passage and approval as provided by law.

PASSED THIS 19TH DAY OF MARCH, 2001

AYES: Bauer, Bruce, Everett, Roseman

NAYS: NONE

ABSTAIN: NONE

ABSENT: PRESTON, KEPES

APPROVED THIS 19TH DAY OF MARCH, 2001.

Richard E. Mack  
Village President

Sharon Kennebeck  
Village Clerk



**BOUNDARY AGREEMENT**

*by and between*

**The VILLAGE OF RINGWOOD**

*and*

**The VILLAGE OF JOHNSBURG**

***Prepared by/Mail to:***

***Michael J. Smoron***

***Zukowski, Rogers, Flood & McArdle***

***50 Virginia Street***

***Crystal Lake, IL 60014***

***Tel: 815/459-2050***

***Fax: 815/459-9057***

01-28-8457

***BOUNDARY AGREEMENT***

*by and between*

***The VILLAGE OF RINGWOOD***

*and*

***The VILLAGE OF JOHNSBURG***

THIS BOUNDARY AGREEMENT (the "Agreement") made and entered into this 6<sup>th</sup> day of March, 2001, by and between the VILLAGE OF RINGWOOD, an Illinois municipal corporation in the State of Illinois (hereinafter referred to as "Ringwood"), and the VILLAGE OF JOHNSBURG, an Illinois municipal corporation in the State of Illinois (hereinafter referred to as "Johnsburg").

WHEREAS, Ringwood and Johnsburg wish to enter into an intergovernmental agreement to plan for growth in the area that lies between the existing corporate boundaries of Ringwood and the existing corporate boundaries of Johnsburg; and

WHEREAS, Ringwood and Johnsburg realize, agree and acknowledge that current plans and opportunities for development in said area will be accompanied by significantly higher demands for transportation services, governmental police power services, utilities services and other municipal services and financial commitments to meet the necessities of such services; and

WHEREAS, Ringwood and Johnsburg recognize that the land lying between their existing municipal boundaries, hereinafter referred to as the "Subject Area" as set forth in Exhibit A and as depicted on the map marked as Exhibit B, which are attached hereto and incorporated by reference as if fully set forth herein, is an area in which problems related to open space preservation, population density, duplicative operation of public facilities, ecological and economic impact and multipurpose developments could detrimentally affect both Johnsburg and Ringwood; and

WHEREAS, Ringwood and Johnsburg and their respective citizens are vitally affected by said problems and any attempt to solve them and provide for the welfare, prosperity and quality

of life of the residents of said municipalities will be benefitted by mutual action and intergovernmental cooperation with respect thereto; and

WHEREAS, Ringwood and Johnsburg are "units of local government" as defined by Article VII, Section I, of the Constitution of the State of Illinois; and

WHEREAS, units of local government are enabled by Article VII, Section 10 of the Constitution of Illinois to enter into agreements among themselves to:

"...obtain or share services and to exercise, combine or transfer any power or function, in any manner not prohibited by law or ordinance....Participating units of government may use their credit, revenues and any other resources to pay costs and to service debt related to intergovernmental activities."

WHEREAS, Ringwood and Johnsburg recognize the necessity and desirability to provide for logical, planned municipal boundaries and areas of municipal influence and authority between their respective municipalities in order to plan effectively and efficiently for the growth and potential development between their municipalities and the conservation of the available resources for their respective citizens; and

WHEREAS, in examining and shaping their plans, Ringwood and Johnsburg acknowledge that the required planning should be free from the influence of developers' finances; and

WHEREAS, Ringwood and Johnsburg have authorized, by ordinance, the execution of this Agreement as an exercise of their intergovernmental cooperation authority under the Constitution of Illinois, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq., as well as 65 ILCS 5/11-12-9; and

WHEREAS, the Subject Area is unincorporated territory within one and one-half miles of the boundaries of both Ringwood and Johnsburg, each of which have adopted official plans; and

WHEREAS, Ringwood and Johnsburg wish to agree upon a line which shall mark the boundaries of the jurisdiction of each of the municipalities; and

WHEREAS, the corporate authorities for each of Ringwood and Johnsburg have given consideration to the natural flow of storm water drainage and, when practical, included all of any single tract having common ownership within the jurisdiction of one corporate authority.

NOW THEREFORE, in consideration of the mutual promises contained herein and upon the further consideration of the recitals hereinabove set forth, it is hereby mutually agreed by and between Ringwood and Johnsburg as follows:

1. The boundary line between Ringwood and Johnsburg for municipal government planning, zoning control, subdivision control, annexation and other municipal purposes shall be in accordance with the boundary line legally described on Exhibit A and as depicted on the map, marked as Exhibit B, which are attached hereto and incorporated by reference as if fully set forth herein.

It is mutually agreed that Ringwood's planning area shall be that portion west and north of said line and Johnsburg's planning area shall be that portion east and south of said line.

2. Neither municipality shall annex, solicit the annexation of, enter into any agreement to annex nor commence proceedings to annex any territory which lies within the aforesaid jurisdictional boundary of the other municipality. Each municipality further agrees that it shall not, in any manner, become directly or indirectly involved with the annexation of the aforesaid territory which lies within the jurisdictional boundary of the other municipality.

In the event that either municipality is contacted by any person or entity in connection with any matter involving the aforesaid territory lying within the other's jurisdictional boundary, including but not limited to the annexation thereof, the contacted municipality shall immediately refer such person or entity to the other municipality for exclusive disposition thereof.

3. Any and all future annexation agreements and/or ordinances adopted by the corporate authorities of both municipalities shall be adopted in such form as to conform with the provisions of this Agreement.

4. Each municipality further agrees that it will actively oppose any attempt to effectuate any annexation to its respective municipality which annexation would have the effect of changing the corporate planning boundary line as established by this Agreement.

5. It is mutually agreed that neither Ringwood nor Johnsborg shall either directly or indirectly seek any modification or rescission of this Agreement through court action and that this Agreement shall remain in full force and effect in accordance with paragraph 11 herein or until amended or changed by the mutual agreement of both respective corporate authorities.

6. Notwithstanding any provisions of this Agreement to the contrary, both municipalities acknowledge that should an annexation occur within either municipality relating to property abutting public roads divided in some manner by the boundary line, the new boundary of the annexing municipality shall extend to the far side of such road as provided by 65 ILCS 5/7-1-1. However, notwithstanding that such road divided by the boundary line may lie within either Ringwood's or Johnsborg's corporate boundaries by virtue of such annexation, Ringwood and Johnsborg agree to share, equally, the cost and expense of maintaining such public road. Under no circumstances shall the maintenance obligations described herein apply to a given public road if such road is being maintained by, and under the jurisdiction of, a governmental entity not a party to this Agreement. The cost and expense sharing obligations of this paragraph shall be triggered only at the time that the boundaries of both municipalities abut such annexed road.

7. Neither municipality shall have any right to object to any proposed zoning within the territory that lies within the aforesaid jurisdictional boundary of the other municipality.

8. The parties acknowledge that there may now be, or in the future, may be lots, parcels or tracts of land under single ownership that lie on both sides of the boundary line. In the event such property divided by the boundary line is proposed for development, the parties agree to cooperate in the development of such property as may be required to provide municipal services for the benefit of the property owners and each municipality.

It may also be appropriate to consider the establishment of design criteria and/or restrictions regarding the use and development of land lying immediately adjacent to the proposed boundary line. Since this will be the dividing or transitional area between Johnsborg and Ringwood, a transitional area, green belt or similar open space is desirable. This could take the

form of increased setback areas adjacent to the boundary line or requirements for increased landscaping within it. Additional limitations regarding direct street access where the boundary line coincides with street right-of-way may also be considered.

9. It is further agreed that in the event of breach of this Agreement, the non-breaching municipality may pursue injunctive relief to enjoin the conduct or activities of the breaching municipality. Pursuit of injunctive relief hereunder is not a limitation on any other legal or equitable remedies available to the non-breaching party.

10. If any provision of this Agreement shall be declared invalid for any reason by a court of competent jurisdiction, such invalidation shall not affect any other provisions of this Agreement which can be given effect without the invalid provision and to this end the provisions of this Agreement are to be severable.

11. This Agreement shall be valid and binding for a term of 20 years from the date of its execution.

12. This Agreement shall inure to the benefit of each municipality's respective successors, heirs, executors, administrators, personal representatives and assigns.

13. This Agreement shall be construed in accordance with the laws of the State of Illinois, and the Clerks of Ringwood and Johnsburg shall each file a certified copy of this Agreement in the Recorder's Office for McHenry County, Illinois, and shall further make available copies of this Agreement in the offices of the Clerks of Ringwood and Johnsburg as provided by statute.

14. Each party hereto represents that it has taken all appropriate corporate action under Illinois law to duly adopt this Agreement.

15. The parties agree to cooperate in the establishment of Facilities Planning Area ("FPA") lines that conform to the boundary line set forth herein and in accordance with this Agreement and, if either party shall file a petition with the Northeastern Illinois Plan Commission ("NIPC") to amend its FPA lines and implement the terms of this Agreement, the other party shall



execute the necessary and appropriate documents to effect such amendment of the relevant FPA and cooperate with such endeavor.

16. Johnsburg agrees that it shall not provide water, sewer or sewer treatment services, directly or indirectly, to that area west and north of the boundary line set forth in Exhibits A and B except as set forth in paragraphs 19 and 20 herein.

17. Ringwood agrees that it shall not provide water, sewer or sewer treatment services, directly or indirectly, to that area east and south of the boundary line set forth in Exhibits A and B.

18. The parties acknowledge and agree that the real property commonly known as the "Voss Property," as legally described in Exhibit C and depicted in Exhibit D attached hereto and incorporated herein, has been annexed to Johnsburg. Notwithstanding any other provision contained in this Agreement, Ringwood shall not annex the real property commonly known as the "Perry Property," as legally described in Exhibit E and depicted in Exhibit F attached hereto and incorporated herein, until and unless, as an express condition set forth in an annexation agreement encompassing all or any portion of the Perry Property, a right-of-way, sixty feet (60') in width, upon and through the Perry Property is dedicated by fee simple title to Ringwood and a public road is constructed thereon in accordance with Ringwood's Subdivision Ordinance at the cost of the owner/developer(s) of the Perry Property and which will be accepted by Ringwood. Such right-of-way must extend from a road stub on the Voss Property line (which will be provided by the owner/developer(s) of the Voss Property at his cost) and provide access through the Perry Property to Ringwood Road from the Voss Property. Such annexation agreement shall provide that the dedication and acceptance of said right-of-way take place upon annexation of all or any part of the Perry Property, that such road will be constructed by the owner/developer(s) of the Perry Property at his cost and shall be accepted by Ringwood within one year of passage of a final plat encompassing that portion of the Perry Property on which the right-of-way is situated, and that the owner/developer(s) of the Voss Property and Johnsburg are third party beneficiaries to such provision with the right to enforce same and collect attorney's fees in the enforcement of same. The owner/developer(s) of the Perry Property shall not have the right to be reimbursed for the cost of the right-of-way or the construction of such road by a recapture agreement, ordinance or any other means against the owner/developer(s) of the Voss Property. The parties understand, acknowledge and agree that the owner/developer(s) of the Perry Property is not obligated to

request adoption of a final plat for the entire portion of the Perry Property encumbered by such right-of-way but may submit final plats for portions of the Perry Property.

The parties acknowledge that the Perry Property lies within 1½ miles from the corporate boundaries of Ringwood. In the event the owner/developer(s) of the Perry Property seek to zone and/or develop all or any portion of the Perry Property under the jurisdiction of McHenry County rather than Ringwood, Ringwood shall use its best efforts to apply its subdivision code regulations and restrictions to the relevant portion of the Perry Property to establish the 60'-wide right-of-way and the construction of a public road in such right-of-way as described herein.

19. The parties acknowledge, understand and agree that Johnsburg filed a petition with NIPC and the IEPA to amend the relevant FPA boundaries to enable it to construct a wastewater treatment facility to service certain parcels within Johnsburg. In the event that i) Johnsburg obtains the necessary approvals and elects to construct such a wastewater treatment facility, in its sole and unfettered discretion, and ii) completes such construction, Ringwood may request that Johnsburg file a petition with NIPC and the IEPA to amend its FPA boundaries to include that certain property legally described in Exhibit G and depicted in Exhibit H attached hereto and incorporated herein (the "Ringwood Commercial Corridor"). In turn, Johnsburg shall cause such petition to be filed and Ringwood shall reimburse Johnsburg for Johnsburg's costs associated with the petition and the FPA boundary amendment process, including but not limited to, filing fees imposed by NIPC or the IEPA, attorneys and other professionals' fees (for example, engineers). Ringwood shall support such petition. In the event that the petition is granted and Johnsburg's FPA boundary is amended so as to include all or a portion of the Ringwood Commercial Corridor, those owners of property within the Ringwood Commercial Corridor requesting wastewater treatment service shall be permitted to hook-up to the transmission mains of the Johnsburg wastewater treatment facility provided all of the following criteria are met: i) the relevant FPA boundaries are amended to permit Johnsburg to provide wastewater treatment services to the Johnsburg parcels and the Ringwood Commercial Corridor within its FPA boundary; ii) the hook-up to the transmission mains of the Johnsburg wastewater treatment facility by the Ringwood Commercial Corridor owner(s) will be at no cost to Johnsburg, that is, the owners of the Ringwood Commercial Corridor requesting wastewater treatment service shall bear the cost for installing appropriate mains, lift stations and related facilities, acquiring the necessary easements and right-of-way for such mains, lift stations and related facilities and the necessary capital improvements to the wastewater treatment facility to add additional treatment and transmission

capacity sufficient to service the Ringwood Commercial Corridor within Johnsburg's FPA boundary, all of which shall be dedicated to Johnsburg, along with the related engineering and professionals' fees relative to such construction and acquisition of easements; and iii) the completion of the Johnsburg wastewater treatment facility. No provision herein shall be so construed as to require Johnsburg to oversize any mains serving parcels in Johnsburg in anticipation of any request by Ringwood to serve the Ringwood Commercial Corridor. Any such oversizing to accommodate the request of Ringwood to serve the Ringwood Commercial Corridor shall be at the sole cost of the owners of property within the Ringwood Commercial Corridor through construction financing arrangements satisfactory to Johnsburg which shall be a condition precedent to the construction of such improvements and acquisition of easements and any hook ups to the Johnsburg wastewater treatment facility by such owners. Johnsburg will, in good faith, attempt to equitably apportion such costs among those owners of property within the Ringwood Commercial Corridor requesting hook-up to the Johnsburg wastewater treatment facility. In addition, in the event such hook-up to the Johnsburg wastewater treatment facility occurs by those owners of property within the Ringwood Commercial Corridor, such owners shall pay those ongoing periodic fees for treatment charged by Johnsburg. Johnsburg's entering into construction financing arrangements with those owners of property within the Ringwood Commercial Corridor satisfactory to Johnsburg shall be a condition precedent to the construction of such improvements and acquisition of easements and any hook-ups to the Johnsburg wastewater treatment facility by such owners. Under no circumstance shall this provision be construed as to enable those owners of property within the Ringwood Commercial Corridor to utilize transmission or treatment capacity of the Johnsburg wastewater treatment facility existing at the time of such request. The construction of such improvements shall be undertaken in accordance with sound engineering practices as determined by Johnsburg's engineer.

In the event, however, that Johnsburg is not granted the approvals to amend the FPA boundaries to service both the Johnsburg properties and the Ringwood Commercial Corridor with wastewater treatment services in accordance with the terms and conditions of this paragraph, the remainder of this Agreement shall remain intact and in effect. This paragraph is not a condition subsequent to the effectiveness or validity of this Agreement.

This provision is not intended to create any rights in third persons not a party to this Agreement.

20. In the event that Johnsburg, in its sole and unfettered discretion, acquires the private water treatment facility commonly known as the Claremont Hills water system, and subject to the approval of the relevant regulatory authorities, those owners of property within the Ringwood Commercial Corridor requesting potable water from the Claremont Hills water system (provided and subject to Johnsburg acquiring such system) shall be permitted to hook-up to the transmission mains of the Claremont Hills water system provided all of the following criteria are met: i) all necessary regulatory approvals are granted; ii) the hook-up to the transmission mains of the Claremont Hills water system by the Ringwood Commercial Corridor owner(s) will be at no cost to Johnsburg, that is, the owners of the Ringwood Commercial Corridor requesting potable water from the Claremont Hills water system shall bear the cost for installing appropriate mains, pumps and related facilities, acquiring the necessary easements and right-of-way for such mains, pump and related facilities and the necessary capital improvements to the Claremont Hills water system to add additional treatment and transmission capacity sufficient to service the properties within the Ringwood Commercial Corridor, all of which shall be dedicated to Johnsburg, along with the related engineering and professionals' fees relative to such construction and acquisition of easements and iii) Johnsburg's acquiring the Claremont Hills water system.

No provision herein shall be so construed as to require Johnsburg to oversize any water mains serving parcels in Johnsburg in anticipation of any request by the owners of the property within the Ringwood Commercial Corridor to serve the Ringwood Commercial Corridor with a public, potable water supply. Any such oversizing to accommodate the request of such owners to serve the Ringwood Commercial Corridor shall be at the sole cost of the owners of property within the Ringwood Commercial Corridor through construction financing arrangements satisfactory to Johnsburg which shall be a condition precedent to the construction of such improvements and acquisition of easements and any hook ups to the transmission mains of the Claremont Hills water system by such owners. Johnsburg will, in good faith, attempt to equitably apportion such costs among those owners of property within the Ringwood Commercial Corridor requesting hook-up to the Claremont Hills water system. In addition, in the event such hook-up to the Claremont Hills water system occurs by those owners of property within the Ringwood Commercial Corridor, such owners shall pay those ongoing periodic fees charged by Johnsburg for water treatment. Johnsburg's entering into construction financing arrangements with those owners of property within the Ringwood Commercial Corridor satisfactory to Johnsburg shall be a condition precedent to the construction of such improvements and acquisition of easements and any hook-ups to the Claremont Hills water system at the time of such request. The construction

of such improvements shall be undertaken in accordance with sound engineering practices as determined by Johnsburg's engineer.

In the event, however, that Johnsburg is not granted the approvals to provide potable water to the properties within the Ringwood Commercial Corridor in accordance with the terms and conditions of this paragraph, the remainder of this Agreement shall remain intact and in effect. This paragraph is not a condition subsequent to the effectiveness or validity of this Agreement.

This provision is not intended to create any rights in third persons not a party to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 23<sup>RD</sup> day of MAY, 2001.

VILLAGE OF RINGWOOD,  
an Illinois municipal corporation

By: Richard E. Mack  
President Rick Mack

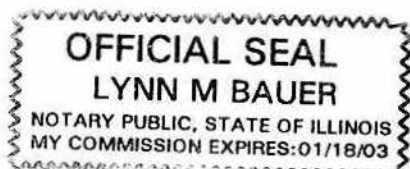


Susan Kannebeck  
Village Clerk

STATE OF ILLINOIS     )  
                                  )     SS  
COUNTY OF McHENRY )

I, LYNN M. BAUER, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Rick Mack, the President of the Village of Ringwood, personally known to me to be the same person whose name is subscribed to the foregoing Boundary Agreement, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said Boundary Agreement as his free and voluntary act and as a free and voluntary act of the Village of Ringwood for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 23<sup>RD</sup> day of May, 2001.



Lynn M. Bauer  
Notary Public

VILLAGE OF JOHNSBURG,  
an Illinois municipal corporation

By: David G. Dominguez  
President David G. Dominguez

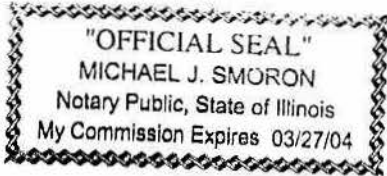
ATTEST:

Claudett E. Peters  
Village Clerk Claudett E. Peters

STATE OF ILLINOIS        )  
  )        SS  
COUNTY OF McHENRY    )

I, Michael Smoron, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that David G. Dominguez, the President of the Village of Johnsburg, personally known to me to be the same person whose name is subscribed to the foregoing Boundary Agreement, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said Boundary Agreement as his free and voluntary act and as a free and voluntary act of the Village of Johnsburg for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 5<sup>th</sup> day of June, 2001.



Michael Smoron  
Notary Public

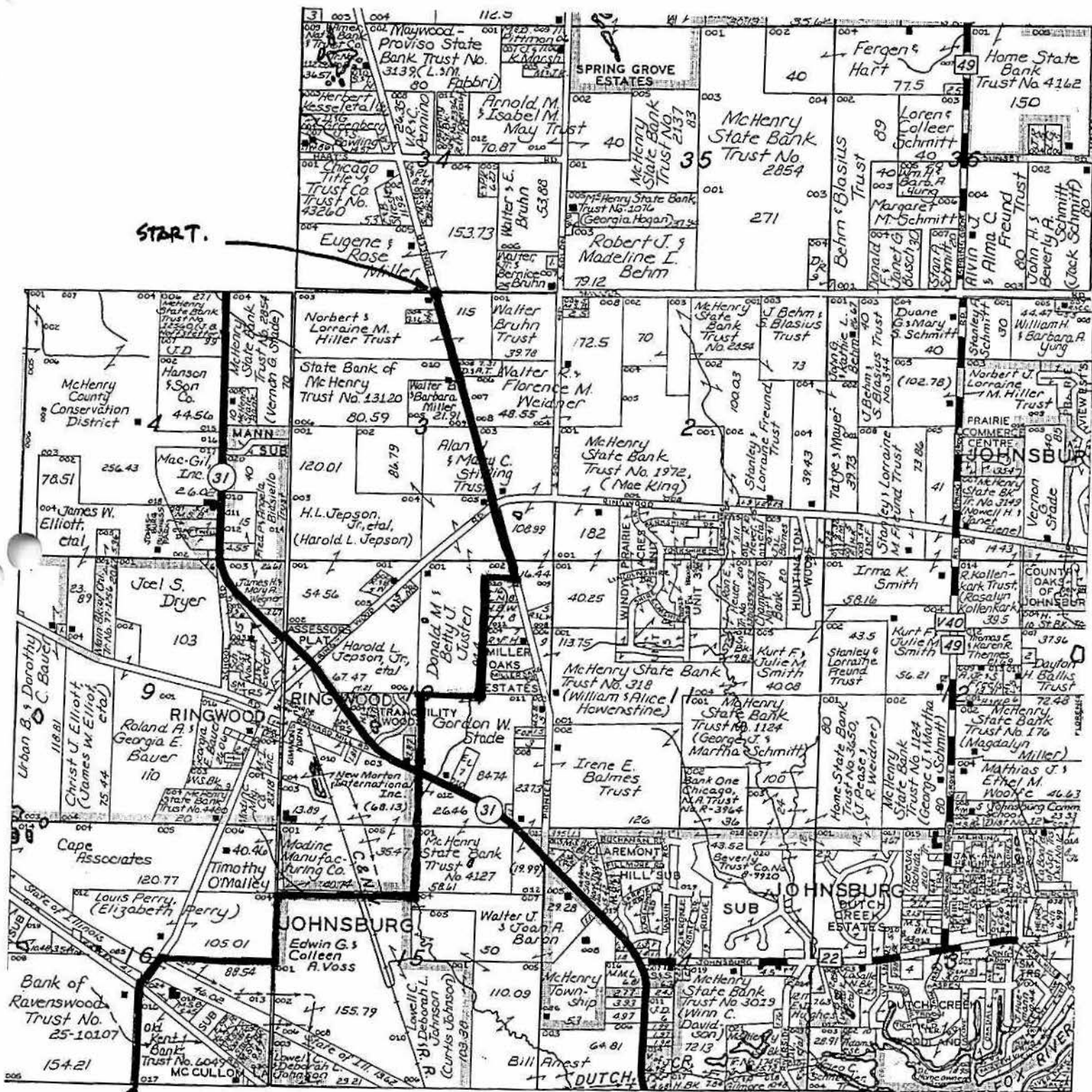
Prepared by:  
Michael J. Smoron  
Zukowski, Rogers, Flood & McArdle  
50 Virginia Street  
Crystal Lake, IL 60014  
815/459-2050  
FAX: 815/459-9057  
email: msmoron@zrfmlaw.com

# Exhibit A

## Johnsburg – Ringwood Boundary Line

Boundary line across parts of Sections 3, 10, 15 and 16 in Township 45 North, Range 8 East of the Third Principal Meridian being described as follows: Beginning at the intersection of the north line of the Northeast Quarter of said Section 3 and the centerline of Pioneer Road; thence southeasterly along the centerline of said Pioneer Road to the intersection with the north line of the Northeast Quarter of said Section 10; thence continuing southeasterly along the centerline of said Pioneer Road, a distance of 418.75 feet more or less; thence westerly, a distance of 533.8 feet more or less to the west line of the east half of said Northeast Quarter of Section 10; thence southerly along the west line of said east half of said Northeast Quarter of Section 10, a distance of 2237.09 feet more or less to the southwest corner of said east half of said Northeast Quarter of Section 10, said point also being the southwest corner of Lot 7 in Miller Oaks Estates as recorded April 28, 1978 as Document No. 730779 in McHenry County, Illinois; thence westerly along the north line of the Southeast Quarter of said Section 10 to the northeast corner of the Southwest Quarter of Section 10, said point also the northeast corner of Lot 4 in Tranquility Woods Phase Two as recorded September 22, 1995 as Document No. 95R040315 and corrected by Document No. 96R024739 in McHenry County, Illinois; thence southerly 2713 feet, more or less along the east line of said Southwest Quarter of Section 10 to the northeast corner of the Northwest Quarter of said Section 15; thence southerly 1320 feet, more or less, along the east line of said Northwest Quarter of Section 15; thence westerly 2640 feet, more or less along the north line of the South Half of the Northwest Quarter of said Section 15, to the northwest corner thereof; thence southerly along said west line of the Northwest Quarter of Section 15 to the southwest corner of said Northwest Quarter of Section 15; thence westerly along the north line of the Southeast Quarter of said Section 16, a distance of 2009.5 feet to the easterly line of an access road to Federal Aid Route 420 (also known as Federal Aid Route 201) as per Circuit Court Case No. 73-3756; thence northwesterly along the easterly line of said access road, 6.26 feet; thence northwesterly along said easterly line of access road, 60.88 feet; thence northeasterly along the easterly line of said access road, 375.4 feet; thence northerly along said easterly line of access road, 106.15 feet; thence northwesterly 30.0 feet to the centerline of public highway known as Ringwood Road; thence southwesterly 419.5 feet along said centerline of Ringwood Road being on a curve to the right, having a radius of 2455.53 feet; thence southwesterly along said centerline of Ringwood Road, to the west line of the Southeast Quarter of said Section 16; thence southerly along said west line of the Southeast Quarter to the southwest corner thereof and the Terminus of the Boundary Line, all in McHenry County, Illinois.

# Exhibit B



START.

END



## EXHIBIT C

### **Legal Description of Voss Property**

PARCEL 1: That part of the Southeast Quarter of Section 16, Township 45 North, Range 8 East of the Third Principal Meridian described as follows: Commencing at the Southwest corner of the said Southeast Quarter; thence North 2 degrees, 46 minutes, 2 seconds East along the Westerly line of said Southeast Quarter for a distance of 698.74 feet to the place of beginning; thence continuing North 2 degrees, 46 minutes, 2 seconds East along said Westerly line for a distance of 1296.37 feet to a point located on the new centerline of McCullom Lake Road; thence Southeasterly along the said new centerline, being along a curve with a radius of 3800.58 feet (as said curve is convexed to the Northeast) for an arc distance of 423.57 feet to the point of tangency; thence South 47 degrees, 56 minutes, 42 seconds East along said new centerline for a distance of 725.34 feet to an intersection with the South line of the North Half of the said Southeast Quarter; thence South 48 degrees, 15 minutes, 48 second East along the said new centerline for a distance of 775.09 feet; thence North 77 degrees, 58 minutes, 21 seconds West 328.49 feet; thence South 85 degrees, 23 minutes, 18 seconds West, 1191.76 feet to the place of beginning. All containing 21.5120 acres, more or less, in McHenry County, Illinois. And,

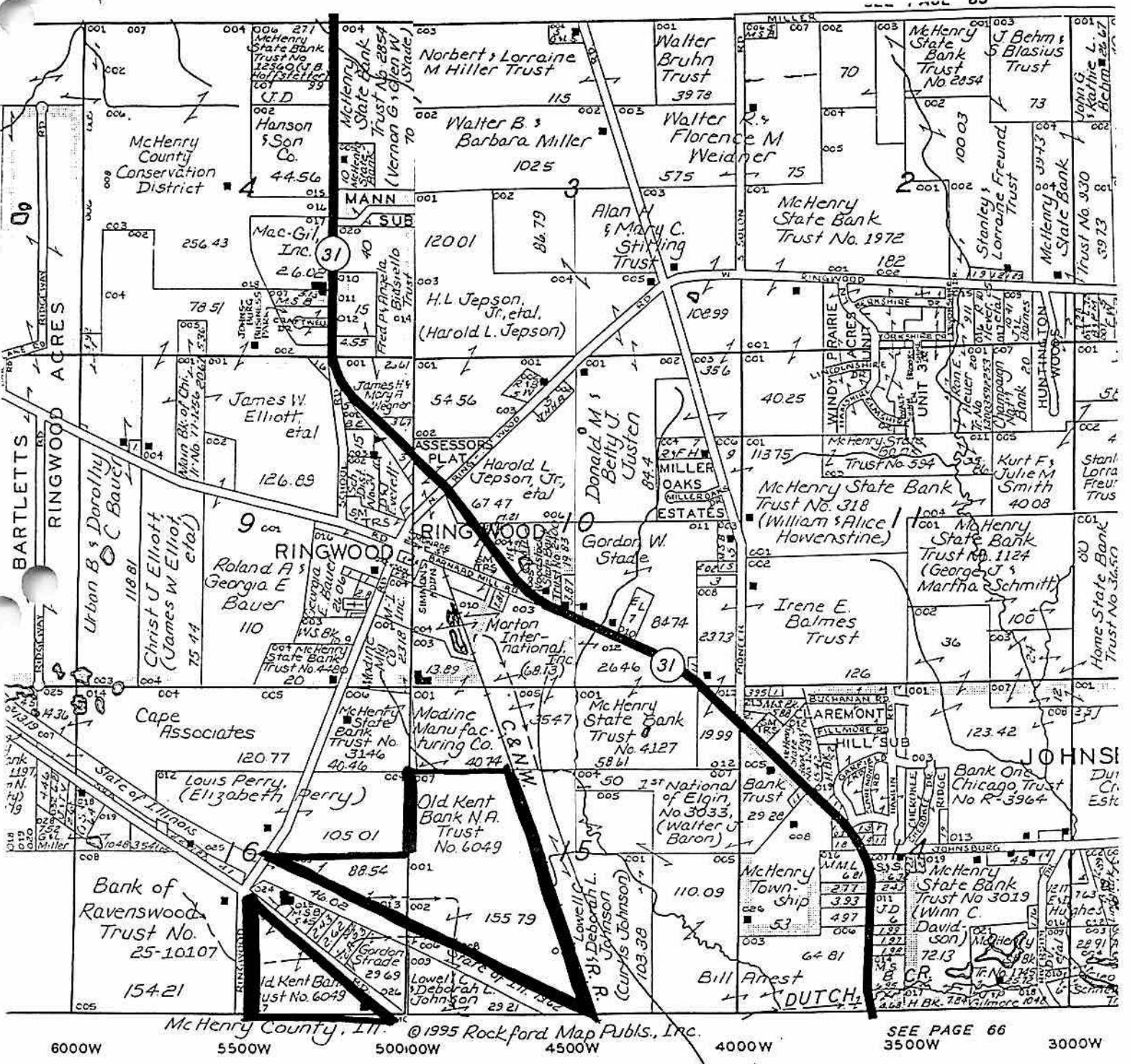
PARCEL 2: That part of the Southeast Quarter of Section 16, Township 45 North, Range 8 East of the Third Principal Meridian described as follows: Beginning at the Southwest corner of said Southeast quarter; thence North 2 degrees, 46 minutes, 2 seconds East along the West line of said Southeast Quarter for a distance of 698.74 feet; thence North 85 degrees, 23 minutes, 18 seconds East, 1191.76 feet; thence South 77 degrees, 58 minutes, 21 seconds East, 328.49 feet to a point located in the new centerline of McCullom Lake Road; thence South 48 degrees, 15 minutes, 48 seconds East along said new centerline for a distance of 860.27 feet; thence South 47 degrees, 55 minutes, 56 seconds East along said new centerline for a distance of 67.92 feet; thence South 14 degrees, 11 minutes, 23 seconds West, 3.22 feet to a point in the old centerline of McCullom Lake Road; thence continuing South 14 degrees, 11 minutes, 23 seconds West along the Westerly line of the lands described in Book 397 of Deeds, page 360, in McHenry County, Illinois, for a distance of 231.25 feet to a point located on the South line of said Southeast Quarter; thence North 86 degrees, 50 minutes, 25 seconds West, 2181.12 feet along said South line to the place of beginning. All containing 35.8443 acres, more or less, in McHenry County, Illinois. And,

PARCEL 3: Part of Sections 15, 16 and 22, all in Township 45 North, Range 8 East of the Third Principal Meridian described as follows: Beginning at the intersection of the Westerly right-of-way line of the Chicago and Northwestern Railway and the Northeasterly right-of-way line of Federal Aid Route 420 (also known as Federal Aid Route 201); thence North 59 degrees, 26 minutes, 4 seconds West along said Northeasterly right-of-way line, 499.01 feet; thence North 61 degrees, 21 minutes, 35 seconds West along said Northeasterly right-of-way line, 837.26 feet; thence North 61 degrees, 55 minutes, 00 seconds West along said Northeasterly right-of-way line, 374.30 feet; thence North 59 degrees, 3 minutes, 15 seconds West along said Northeasterly right-of-way line, 200.25 feet; thence North 61 degrees, 55 minutes, 00 seconds West along said Northeasterly right-of-way line, 500.00 feet; thence North 63 degrees, 49 minutes, 33 seconds West along said Northeasterly right-of-way line, 300.17 feet; thence North 61 degrees, 55

minutes, 00 seconds West along said Northeasterly right-of-way line, 2700.65 feet; thence North 6 degrees, 42 minutes, 16 seconds West along the Easterly line of an access ramp to Federal Aid Route 420 (also known as Federal Aid Route 201), 66.45 feet; thence North 78 degrees, 37 minutes, 4 seconds East along said Easterly line of access ramp, 38.20 feet; thence North 36 degrees, 55 minutes, 24 seconds East along said Easterly line of access ramp, 21.34 feet; thence North 18 degrees, 16 minutes, 21 seconds East along said Easterly line of access ramp, 19.19 feet; thence North 41 degrees, 17 minutes, 00 seconds West along said Easterly line of access ramp, 226.48 feet to a point of intersection with the North line of the Southeast Quarter of said Section 16; thence South 87 degrees, 13 minutes, 10 seconds East along the said North line of the Southeast Quarter of Section 16, 2009.50 feet to the East Quarter corner of said Section 16; thence North 2 degrees, 56 minutes, 45 seconds East along the West line of the Southwest Quarter of the Northwest Quarter of said Section 15, 1320.015 feet to the Northwest corner of the Southwest Quarter of the Northwest Quarter of said Section 15; thence South 88 degrees, 28 minutes, 05 seconds East along the North line of the South Half of the Northwest Quarter of said Section 15, 1574.40 feet to a point of intersection with the said Westerly right-of-way line of the Chicago and Northwestern Railway, thence South 16 degrees, 43 minutes, 52 seconds East along said Westerly right-of-way line, 4209.27 feet to the place of beginning. All containing 188.1233 acres, more or less, in McHenry County, Illinois. And,

PARCEL 4 (F.A.P. Route 420): Part of Sections 15, 16 and 22, all in Township 45 North, Range 8 East of the Third Principal Meridian described as follows: Commencing at the Southeast corner of said Section 15; thence South 02 degrees, 33 minutes, 09 seconds West along the East line of the Northeast Quarter of said Section 22, a distance of 964.10 feet; thence North 88 degrees, 35 minutes, 01 second West, 639.78 feet along the South 312 feet of the South Half of the Northeast Quarter of the Northeast Quarter of Section 22 to the northeasterly right-of-way line of Federal Aid Route 420 (also known as Federal Aid Route 201) and for a Point of Beginning; thence North 59 degrees, 26 minutes, 04 seconds West along the said northeasterly right-of-way line, 1704.63 feet to the Easterly right-of-way line of the Chicago and Northwestern Railway; thence continuing North 59 degrees, 26 minutes, 04 seconds West along the said northeasterly right-of-way line to the Westerly right-of-way line of the Chicago and Northwestern Railway; thence continuing North 59 degrees, 26 minutes, 04 seconds West along said northeasterly right-of-way line, 499.01 feet to the East line of the Southwest Quarter of Section 15 aforesaid; thence North 61 degrees, 21 minutes, 35 seconds West along said northeasterly right-of-way line, 837.26 feet; thence North 61 degrees, 55 minutes, 00 seconds West along said northeasterly right-of-way line, 374.30 feet; thence North 59 degrees, 3 minutes, 15 seconds West along said northeasterly right-of-way line, 200.25 feet; thence North 61 degrees, 55 minutes, 00 seconds West along said northeasterly right-of-way line, 500.00 feet; thence North 63 degrees, 49 minutes, 33 seconds West along said northeasterly right-of-way line, 300.17 feet to the East line of the Southeast Quarter of said Section 16 aforesaid; thence North 61 degrees, 55 minutes, 00 seconds West along said northeasterly right-of-way line, 2700.65 feet to the easterly line of an access road to Federal Aid Route 420 (also known as Federal Aid Route 201), as per document No. 586994; thence North 06 degrees, 42 minutes, 16 seconds West along said easterly line of an access road, 66.45 feet; thence North 78 degrees, 37 minutes, 4 seconds East along said easterly line of access road, 38.20 feet; thence North 36 degrees, 55 minutes, 24 seconds East along said easterly line of access road, 21.34 feet; thence North 18 degrees, 16 minutes, 21 seconds East along said easterly line of access

# Exhibit D



## Exhibit E

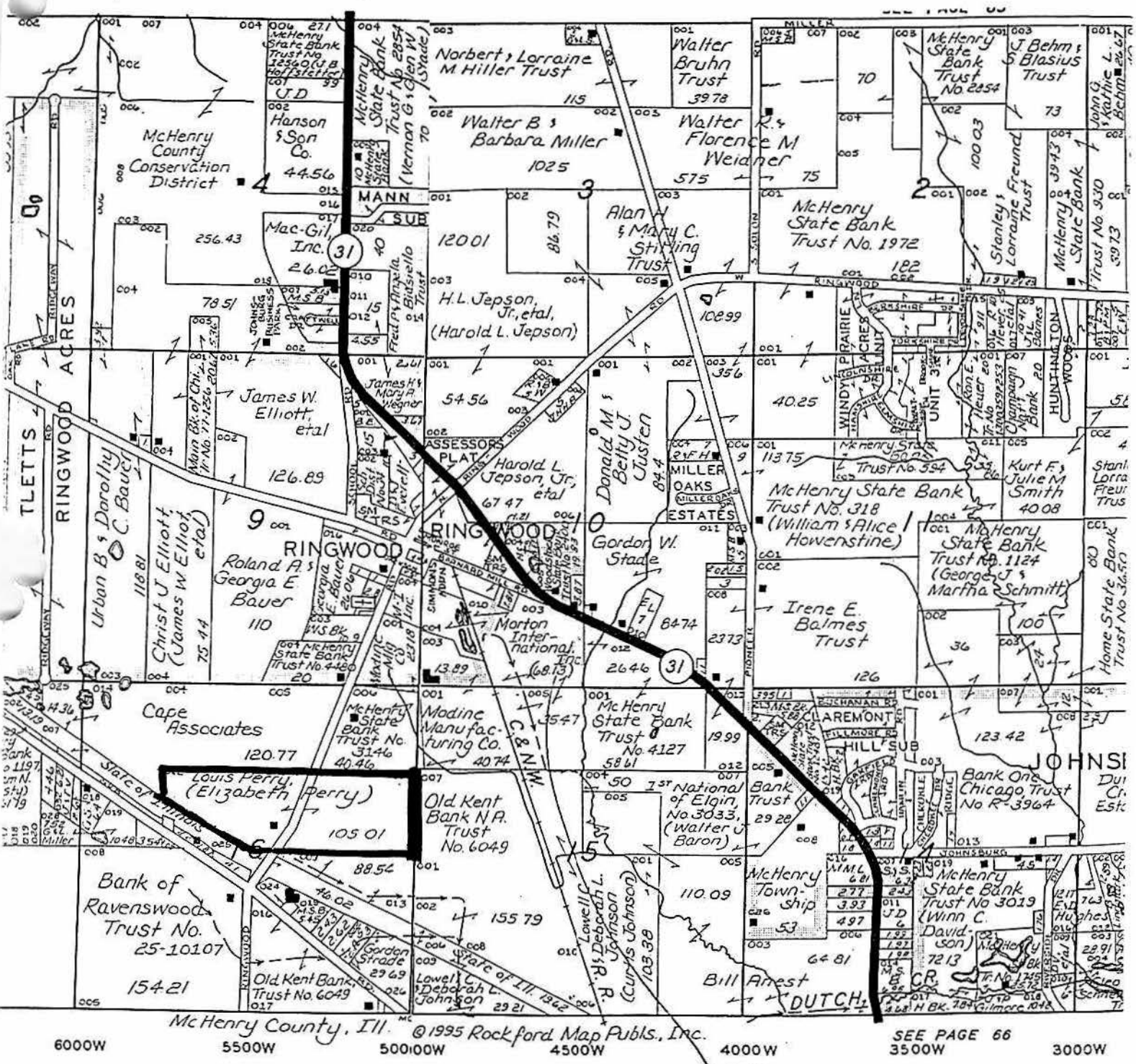
The Southeast Quarter of the Northwest Quarter of Section 16 and the South Half of the Northeast Quarter of said Section 16, all in Township 45 North, Range 8 East of the Third Principal Meridian (excepting and reserving therefrom that part of the Northeast Quarter of the Southwest Quarter of Section 16, Township 45 North, Range 8 East of the Third Principal Meridian, described as follows: Commencing at the Northwest corner of said Northeast Quarter; thence Easterly along the North line of said Northeast Quarter, a distance of 375.40 feet to the center line of McCullom Lake Road for the place of beginning; thence continuing Easterly along said North line a distance of 375.40 feet; thence Southerly a distance of 241.20 feet to a point on the center line of McCullom Lake Road that is 446.10 feet Southeasterly of (measured along said center line) the place of beginning; thence Northwesterly along said center line, a distance of 446.10 feet to the place of beginning, being situated in McHenry Township, McHenry County, Illinois, and containing 1.05 acres, more or less; ALSO Commencing at the Southwest corner of said Southeast Quarter; thence Northerly along the West line of said Southeast Quarter, a distance of 241.20 feet to the center line of McCullom Lake Road; thence Southeasterly along said center line, a distance of 190.17 feet to a point on a line that is 160.0 feet East of (measured at right angles thereto) and parallel with the West line of said Southeast Quarter for the place of beginning; thence Northerly along said parallel line, a distance of 355.38 feet; thence Southeasterly, a distance of 769.83 feet to a point on the South line of said Southeast Quarter that is 375.40 feet Easterly of the center line of McCullom Lake Road; thence Westerly along said South line, a distance of 375.40 feet to the center line of McCullom Lake Road; thence Northwesterly along said center line, a distance of 255.93 feet to the place of beginning, situated in McHenry Township, McHenry County, Illinois, and containing 3.01 acres, more or less, ALSO That part of the Southeast Quarter of the Northwest Quarter of Section 16, Township 45 North, Range 8 East of the Third Principal Meridian, described as follows: Commencing at the Southwest corner of said Southeast Quarter; thence Northerly along the West line of said Southeast Quarter, a distance of 241.20 feet to the center line of McCullom Lake Road, for the place of beginning; thence Southeasterly along said center line, a distance of 190.17 feet to a point on a line that is 160.0 feet East of (measured at right angles thereto) and parallel with the West line of said Southeast Quarter; thence Northerly along said parallel line, a distance of 355.38 feet; thence Northwesterly, a distance of 171.3 feet to a point on the West line of said Southeast Quarter that is 313.78 feet Northerly of the place of beginning; thence Southerly along said West line, a distance of 313.78 feet to the place of beginning, being situated in McHenry Township, McHenry County, Illinois and containing 1.23 acres, more or less; ALSO That part of the Southeast Quarter of the Northwest Quarter and the South Half of the Northeast Quarter of Section 16, Township 45 North, Range 8 East of the Third Principal Meridian, in McHenry County, Illinois, described as follows: Commencing at the Southwest corner of the Southeast Quarter of the Northwest Quarter of said Section 16; thence Northerly along the West line thereof a distance of 554.98 feet to the point of beginning; thence continuing Northerly along the said West Line a distance of 261.34 feet to a point which is 150.00 feet Northeasterly of Station 554+47.61 on the centerline of F.A. Route 201, recorded in Document 413547, as measured radially thereto; thence Southeasterly along the arc of a curve to the left having a radius of 12,127.6 feet, being concave Northeasterly, the tangent of which makes an

angle of 123 degrees, 01 minutes, 43 seconds to the right of the prolongation of the last described course at the last described point, a distance of 1,625.30 feet to a point of tangency which is 150.00 feet Northeasterly of Station 570+93.01 on the centerline of F.A. Route 201, as measured normal thereto; thence Southeasterly along the extended tangent to the last described curve from the last described point, a distance of 56.49 feet to a point on the South line of said South Half of the Northeast Quarter of said Section 16, said point being 150.00 feet Northeasterly of Station 571+49.50 on the centerline of F.A. Route 201, as measured normal thereto; thence West along the said South line of the said South Half of the Northeast Quarter of Section 16 and the South line of the said Southeast Quarter of the Northwest Quarter of Section 16, a distance of 718.25 feet to a property corner, said corner being a point which is 170.97 feet Southwesterly of Station 565+07.87 on the centerline of F.A. Route 201, as measured radially thereto; thence Northwesterly along a line which makes an angle of 39 degrees, 54 minutes, 07 seconds to the right of the prolongation of the last described course at the last described point, a distance of 769.83 feet to a point; thence Northwesterly along a line which makes an angle of 18 degrees, 56 minutes, 11 seconds to the left of the prolongation of the last described course at the last described point, a distance of 171.30 feet to the point of beginning; ALSO That part of the South Half of the Northeast Quarter of Section 16, Township 45 North, Range 8 East of the Third Principal Meridian, in McHenry County Illinois, described as follows: Commencing at the Southwest corner of the Northeast Quarter of Section 16; thence Easterly along the South line of the Northeast Quarter of Section 16, a distance of 360.08 feet to the point of beginning; thence Northeasterly along a line which makes an angle of 54 degrees, 49 minutes, 04 seconds to the left of the prolongation of the last described course at the last described point, a distance of 335.39 feet to a point; thence Northeasterly along a line which makes an angle of 2 degrees, 23 minutes, 03 seconds to the right of the prolongation of the last described course at the last described point, a distance of 297.32 feet to a point; thence Southeasterly along a line which makes an angle of 76 degrees, 50 minutes, 13 seconds to the right of the prolongation of the last described course at the last described point, a distance of 30.00 feet to a point on the centerline of the public highway known as Ringwood Road; thence Southwesterly along the centerline of said Ringwood Road which is on the arc of a curve to the right having a radius of 2,455.53 feet, being concave Northwesterly, a distance of 419.50 feet to a point of tangency; thence Southwesterly along the said centerline of Ringwood Road which is the extension of the tangent to the last described curve at the last described point, a distance of 159.27 feet to the point of intersection of said centerline with the South line of the South Half of the Northeast Quarter of Section 16; thence Westerly along the said South line, a distance of 107.12 feet to the point of beginning; ALSO That part of the South Half of the Northeast Quarter of Section 16, Township 45 North, Range 8 East of the Third Principal Meridian, in McHenry County, Illinois, described as follows: Commencing at the Southwest corner of the Northeast Quarter of Section 16; thence Easterly along the South line of the Northeast Quarter of Section 16 a distance of 467.20 feet to the point of intersection with the centerline of the public highway known as Ringwood Road, said point being the point of beginning; thence continuing Easterly along the said South line of the Northeast Quarter of Section 16, a distance of 180.85 feet to a point; thence Northwesterly along a line which makes an angle of 134 degrees, 00 minutes, 43 seconds to the left of the prolongation of the last described course at the last described point, a distance of 60.88 feet to a point; thence Northeasterly along a line which makes an angle of 70 degrees, 21 minutes, 16 seconds to the right of the prolongation of the last described course at the last described point, a distance of 375.40 feet to a point; thence

Northerly along a line which makes an angle of 17 degrees, 11 minutes, 09 seconds to the left of the prolongation of the last described course at the last described point, a distance of 106.15 feet to a point; thence Northwesterly along a line which makes an angle of 74 degrees, 45 minutes, 14 seconds to the left of the prolongation of the last described course at the last described point, a distance of 30.00 feet to a point on the centerline of the public highway known as Ringwood Road; thence Southwesterly along the centerline of said Ringwood Road which is on the arc of a curve to the right having a radius of 2,455.53 feet, being concave Northwesterly a distance of 419.50 feet to a point of tangency; thence Southwesterly along the said centerline of Ringwood Road, which is the extension of the tangent to the last described curve at the last described point, a distance of 159.57 feet to the point of beginning) all in McHenry County, Illinois.

01-28-8477

# Exhibit F



McHenry County, Ill. ©1995 Rockford Map Pubs., Inc.

SEE PAGE 66  
3500W

6000W 5500W 5000W 4500W 4000W 3000W

## Exhibit G

### COMMERCIAL CORRIDOR BOUNDARY AGREEMENT BETWEEN THE VILLAGE OF JOHNSBURG, ILLINOIS AND THE VILLAGE OF RINGWOOD, ILLINOIS

The boundary line is described as follows:

Commencing at the northeast corner of section 4, township 45 north, range 8 east of the third principal meridian. Thence southerly along the east line of said section to the southeast corner of section 4, township 45 north, range 8, east of the third principal meridian. That corner being common with the northwest corner of section 10 township 45 north, range 8, east of the third principal meridian. Thence southeasterly to the center of said section 10. To a point that is common with the northeast corner of Tranquility Woods Phase Two being a subdivision of part of the southwest quarter of section 10 township 45 north, range 8 east of the third principal meridian. Recorded as Document Number 95R056956 in McHenry County, Illinois. Thence southerly along the east line of aforesaid subdivision to the southeast corner. That point being common with the northeast corner of lot 4 in the final plat of Tranquility Woods being a subdivision of part of the southwest quarter of section 10, township 45 north, range 8 east of the third principal meridian. Recorded as Document Number 92R012823 in McHenry County, Illinois. Thence southerly along the east line of lot 4 to the southeast corner of lot 4 in aforesaid subdivision. Thence southerly along the east line of the southwest quarter of section 10, township 45 north, range 8 east of the third principal meridian. To a point on the southerly right-of-way line of State Route 31. Thence northwesterly along said southerly right-of-way line of State Route 31 to a point where it intersects with the easterly right-of-way line of School Road. Thence westerly to the southern most point of a parcel lying northeasterly of the now abandoned Chicago Northwestern Railroad and westerly of State Route 31 recorded as Document Number 95R028186. Thence from said southern most point northwesterly along the now abandoned



Chicago Northwestern Railroad right-of-way 416.65 feet to a point of curvature, convex southwesterly having a radius of 3075.36 feet, for a chord distance of 164.75 feet to a point on the south line of section 4, township 45 north. Range 8 east of the third principal meridian. Thence continuing northwesterly along the last described course a distance of 212.78 feet to the southwest corner of Johnsburg Route 31 business park. Being a subdivision of the southwest quarter of the southeast quarter of section 4, township 45 north, range 8 east of the third principal meridian recorded as Document Number 804600 in McHenry County, Illinois. Thence northwesterly along the west line of aforesaid subdivision to the northwest corner of said subdivision. Thence northwesterly along an arc convex to the southwest having a radius of 3075.36 feet and a chord distance of 265.24 feet to the southwest corner of Gaylor Business Park being a subdivision of the southeast quarter of section 4, township 45 north, range 8, east of the third principal meridian. Recorded as Document Number 2000R0010275 in McHenry County, Illinois. Thence along the west line of said subdivision to the northwest corner of said subdivision. Thence easterly along the north line of said subdivision to the westerly right-of-way line of State Route 31. Thence northerly along the westerly right-of-way line of State Route 31 a distance of 330 feet. Thence westerly along the north line of parcel 7 as described in Document Number 90R015678 to the easterly right-of-way line of the now abandoned Chicago Northwestern right-of-way. Thence northerly along said easterly right-of-way line. To the north line of section 4, township 45, north, range 8, east of the third principal meridian. Thence easterly along the north line of said section 4 to the place of beginning all in McHenry County, Illinois.

MSB:rp

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01-28-8480

# RINGWOOD Commercial Corridor

Exhibit H

