



2005R0090422

**THE VILLAGE OF RINGWOOD**

**ORDINANCE NO. 05-8-1**

**AN ORDINANCE AUTHORIZING AN ANNEXATION AGREEMENT  
BETWEEN THE VILLAGE OF RINGWOOD  
AND  
FIRST MIDWEST BANK AS TRUSTEE UNDER  
TRUST AGREEMENT DATED JANUARY 8, 2003, AND  
KNOWN AS TRUST NO. 13375, OWNER OF RECORD  
AND  
GERSTAD BUILDERS, INC., THE DEVELOPER**

**ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF RINGWOOD  
THIS 15<sup>TH</sup> DAY OF AUGUST, 2005**

Published in pamphlet form by  
authority of the President and  
Board of Trustees of the Village of  
Ringwood, McHenry County,  
Illinois, this 15<sup>th</sup> day of August, 2005

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BETWEEN THE VILLAGE OF RINGWOOD AND  
FIRST MIDWEST BANK AS TRUSTEE UNDER TRUST AGREEMENT  
DATED JANUARY 8, 2003, AND KNOWN AS TRUST NO. 13375, OWNER  
OF RECORD AND GERSTAD BUILDERS, INC., THE DEVELOPER**

WHEREAS, First Midwest Bank as Trustee under Trust Agreement dated January 8, 2003, and known as Trust No. 13375, is the owner of record, (hereinafter referred to as the "Owner") of the real estate which is legally described on Exhibit "G" attached hereto and by this reference made a part hereof (hereinafter referred to as the "Subject Property").

PIN#: 09-05-351-002; 09-05-351-003; 09-05-351-005; 09-05-351-006; 09-05-351-007; 09-08-101-001; 09-05-376-002; 09-08-102-001; and 09-05-352-001.

WHEREAS, the Owner has asked that the Subject Property be annexed to the Village of Ringwood, (hereinafter referred to as the "Village") in accordance with the terms and conditions of an Annexation Agreement which is attached hereto marked Exhibit "A" and incorporated herein by this reference; and

WHEREAS, a public hearing regarding the Annexation Agreement was held before the Corporate Authorities of the Village pursuant to proper published notice.

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

SECTION ONE: The Annexation Agreement attached hereto and marked Exhibit "A" be, and hereby is approved.

SECTION TWO: The Village President is hereby authorized to sign and the Village Clerk is hereby authorized to attest the attached Annexation Agreement.

SECTION THREE: This Ordinance shall be known as Ordinance No. 05-8-1 and shall be in full force and effect from and after its passage and approval in the manner provided by law.

Passed by a two-thirds (2/3) vote of the Corporate Authorities of the Village of Ringwood, McHenry County, Illinois this 15<sup>th</sup> day of August, 2005.

AYES: Bauer, Madra, House, Roseman, Decole, & Mack

NAYS: None

ABSTAIN: None

NOT VOTING: Trustee Kepes was absent

APPROVED THIS 15TH DAY OF AUGUST, 2005.

*Richard E. Mack*  
Village President

ATTEST:

*Veronica R. Gaddis*  
Village Clerk

G:\DOCS\Gerstad Builders\Bauer Zoning & Annexation\Ordinance Authorizing Annexation Agreement. Draft 3, 6-22-05.wpd



**EXHIBIT G**  
**ANNEXATION LEGAL DESCRIPTION**

PARCEL 1: LOT 3 IN PLEASANT VALLEY SUBDIVISION UNIT NO.1, A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 5, AND PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, ALL IN TOWNSHIP 45 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 14, 1952 AS DOCUMENT NO. 253356, IN BOOK 11 OF PLATS, PAGE 52, IN MCHENRY COUNTY, ILLINOIS.

PARCEL 2: LOT 4 IN PLEASANT VALLEY SUBDIVISION UNIT NO.1, A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 5, AND PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, ALL IN TOWNSHIP 45 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 14, 1952 AS DOCUMENT NO. 253356, IN BOOK 11 OF PLATS, PAGE 52, IN MCHENRY COUNTY, ILLINOIS.

PARCEL 3: LOT 6 IN PLEASANT VALLEY SUBDIVISION UNIT NO.1, A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 5, AND PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, ALL IN TOWNSHIP 45 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 14, 1952 AS DOCUMENT NO. 253356, IN BOOK 11 OF PLATS, PAGE 52, IN MCHENRY COUNTY, ILLINOIS.

PARCEL 4: LOT 7 IN PLEASANT VALLEY SUBDIVISION UNIT NO.1, A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 5, AND PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, ALL IN TOWNSHIP 45 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 14, 1952 AS DOCUMENT NO. 253356, IN BOOK 11 OF PLATS, PAGE 52, IN MCHENRY COUNTY, ILLINOIS.

PARCEL 5: LOT 8 IN PLEASANT VALLEY SUBDIVISION UNIT NO.1, A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 5, AND PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, ALL IN TOWNSHIP 45 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 14, 1952 AS DOCUMENT NO. 253356, IN BOOK 11 OF PLATS, PAGE 52, IN MCHENRY COUNTY, ILLINOIS.

PARCEL 6: LOT 9 IN PLEASANT VALLEY SUBDIVISION UNIT NO.1, A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 5, AND PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, ALL IN TOWNSHIP 45 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 14, 1952 AS DOCUMENT NO. 253356, IN BOOK 11 OF PLATS, PAGE 52, IN MCHENRY COUNTY, ILLINOIS.

PARCEL 7: LOT 11 IN PLEASANT VALLEY SUBDIVISION UNIT NO.1, A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 5, AND PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, ALL IN TOWNSHIP 45 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 14, 1952 AS DOCUMENT NO. 253356, IN BOOK 11 OF PLATS, PAGE 52, IN MCHENRY COUNTY, ILLINOIS.

PARCEL 8: THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 8 (EXCEPT THE SOUTH 20 ACRES THEREOF, AND ALSO EXCEPTING THAT PORTION OF PLEASANT VALLEY SUBDIVISION, UNIT NO. 1, AS RECORDED IN THE MCHENRY COUNTY PLAT BOOK 11, PAGE 52, LYING WITHIN THE BORDERS OF THE FIRST ABOVE-DESCRIBED WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 8 AFORESAID) IN TOWNSHIP 45 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCHENRY COUNTY, ILLINOIS.

PARCEL 9: BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5; THENCE RUNNING 510.09 FEET NORTH TO THE CENTER OF MCARTHUR AVENUE; THENCE EAST ON THE CENTER LINE OF MCARTHUR AVENUE, 500 FEET TO THE CENTER OF ORCHARD DRIVE; THENCE SOUTH ON THE CENTER LINE OF ORCHARD DRIVE, 510.09 FEET TO THE SECTION LINE BETWEEN SECTIONS 5 AND 8; THENCE 500 FEET WEST TO THE PLACE OF BEGINNING, ALL IN TOWNSHIP 45 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH ALL THAT PART OF McARTHUR AVENUE LYING NORTH OF AND ADJACENT TO HEREIN DESCRIBED PARCEL 9, AND ALL OF LUMLEY AVENUE LYING SOUTH OF THE NORTH LINE OF LOT 6 EXTENDED RADIALLY TO THE EAST LINE OF SAID LUMLEY AVENUE AND ALSO ALL OF ORCHARD DRIVE AS SHOWN ON SAID PLEASANT VALLEY SUBDIVISION, ALL IN McHENRY COUNTY, ILLINOIS.

**EXHIBIT A  
ANNEXATION AGREEMENT**

VILLAGE OF RINGWOOD  
GERSTAD/BAUER ANNEXATION AGREEMENT

EXHIBIT A

1

05-60-6768



This pre-annexation agreement (the "Agreement"), is made and entered into this \_\_\_ day of \_\_\_\_\_, 2005, by and among the Village of Ringwood, Illinois, an Illinois municipal corporation located in McHenry County, Illinois (the "Village"), and Gerstad Builders, Inc. (the "Developer") and First Midwest Bank as trustee under Trust No. 13375 (the "Owner of Record"). (The Village, Developer and Owner are hereinafter collectively referred as "Parties" and individually referred to as a "Party").

## RECITALS

A. First Midwest Bank as trustee under Trust No. 13375 is the owner of record of approximately 75.3 acres of real property located generally South of Barnard Mill Road adjacent the current boundaries of the Village of Ringwood, in McHenry County, Illinois, which property is legally described on Exhibit G, attached hereto and incorporated herein by reference (the "Property").

B. The Parties desire to enter into this Agreement pursuant to the provisions of 65 ILCS 5/11-15.1-1 *et seq.*, in accordance with the terms and conditions hereinafter set forth.

C. The Property is not presently located within the corporate limits of any municipality, and is contiguous to and therefore may be annexed to the Village of Ringwood, Illinois, as provided in 65 ILCS 5/7-1-1 and 65 ILCS 5/7-1-8.

D. Developer seeks to improve the property with single family detached residences substantially in accordance with the Concept Plan of the subdivision prepared by Gerstad Builders dated August 8, 2005 and identified as Exhibit C attached hereto and incorporated herein by reference (the "Concept Plan").

E. The Village acknowledges that the Developer's proposed use of the Property will be compatible with and will further the planning objectives of the Village and that the annexation of the Property to the Village will be of substantial benefit to the Village, will eventually extend the corporate limits and jurisdiction of the Village, will permit orderly growth, planning and development of the Village, will increase the tax base of the Village, and will promote and enhance the general welfare of the Village and its residents.

F. The Village of Ringwood R-1 single-family residential zoning district classification (as depicted on the Concept Plan) attached hereto marked Exhibit C is consistent with the Village Comprehensive Plan and the proposed zoning under the Village Zoning Ordinance, as currently amended (the "Zoning Ordinance").

G. The Village has agreed, once the property is annexed, to zone the Property as herein described, to approve the Concept Plan, and to grant the variations hereinafter described in order to facilitate Developer's improvement of the Property in accordance with the Concept Plan.

H. Developer has filed with the Village Clerk a proper Annexation Petition (the "Annexation Petition") pursuant to 65 ILCS 5/7-1-8, signed by the owners of record of the Property and stating that there are no electors residing thereon.

I. Pursuant to the applicable provisions of the Illinois Municipal Code, a proposed Annexation Agreement similar in substance and in form to this Agreement was submitted to the Village President and Village Board of the Village (hereinafter collectively referred to as the "Corporate Authorities") and a public hearing was held, pursuant to notice as provided by statute.

J. Pursuant to notice, as required by statute and ordinance, a public hearing was held by the Zoning Board of Appeals on the request of the owner of record for rezoning upon annexation of the Property, and the findings of fact and recommendations made by said body relative to such requests have been forwarded to the Corporate Authorities.

K. Due and proper notice of the proposed Annexation Agreement has been given to the McHenry Township Board of Trustee and the McHenry Township Commissioner of Highways, more than ten (10) days prior to any action being taken on the annexation of the Property.

L. All other and further notices, publications, procedures, public hearings and other matters attendant to the consideration and approval of this Agreement, the annexation and zoning of the Property, the review and approval of the Concept Plan, have been given, made, held and performed by the Village as required by Section 6.5 ILCS 5/7-1-1 and Section 65 ILCS 5/7-1-8 and 5/11-15.1-1 *et seq.* and all other applicable statutes, and all applicable ordinances, regulations and procedures of the Village.

M. The Corporate Authorities have duly considered all necessary petitions to enter into this Agreement, have considered the recommendations of the Zoning Board of Appeals in connection with the zoning and variations requested for the Property, and have further duly considered the terms and provisions of this Agreement and have, by an ordinance duly adopted by a vote of two-thirds (2/3) of the Corporate Authorities then holding office, authorized the President to execute, and the Village Clerk to attest, this Agreement on behalf of the Village.

N. Developer has expended substantial sums of money and has materially altered its position in reliance upon the execution of this Agreement and the performance of its terms and provisions by the Village.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements herein made, the Parties hereby agree as follows:

## ARTICLE I

### RECITALS

The Parties acknowledge that the statements and representations contained in the foregoing recitals are true and accurate and incorporate such recitals into this Agreement as if fully set forth in this Article I.

## ARTICLE II

### ANNEXATION OF THE PROPERTY

A. Upon the execution of this agreement by all Parties, the Corporate Authorities shall annex the property to the Village and do all things necessary or appropriate to cause the Property to be validly annexed to the Village.

B. Upon this Agreement being fully executed by all parties, the property shall be annexed into the Village in its entirety at one time and validly classified under the Village zoning ordinance in accordance with and as contemplated by this Agreement, and the other approvals specified herein shall be granted, all at the times specified herein.

## ARTICLE III

### ZONING OF THE PROPERTY

At the same meeting of the Corporate Authorities at which annexation of the Property to the Village is accomplished, the Corporate Authorities shall enact such ordinances, adopt such resolutions, and take such other actions as are necessary to:

- (i) zone the Property to the R-1 single-family residential district classification
- (ii) grant the following zoning variations:
  - (a) Minimum dwelling size on lots that do not abutt on the eastern subdivision boundary: 1 story 1800 sq. ft.; 2 story 2200 sq. ft.,
  - (b) Minimum frontage width: 100 feet at the building line,
  - (c) Lot sizes: 10 lots at 1.3 acres or greater; 23 lots less than 1.3 acres and greater than or equal to 1 acre; 27 lots less than 1 acre and greater than .75 acres; 10 lots equal to .75 acres,
  - (d) Maximum number of lots: 70,
  - (e) Average lot size: .99 acres.
- (iii) approve the attached Concept Plan for the Property.

## ARTICLE IV

### CODES AND ORDINANCE; FEES

A. To the extent of any conflict, ambiguity or inconsistency between the terms, provisions or standards contained in this Agreement and the terms, provisions or standards, either presently existing or hereafter adopted, of the Zoning Ordinance, the subdivision control ordinance, or any other Village code, ordinance or regulation, the terms, provisions and standards of this Agreement shall govern and control. Notwithstanding the foregoing, if any Village code, ordinance or regulation is hereafter adopted, amended or interpreted so as to be less restrictive upon Developer with respect to the development of the Property than is the case under current or then existing law or this Agreement, then at the option of Developer, such less restrictive amendment or interpretation shall control.

B. All codes, ordinances, rules and regulations of the Village in effect as of the date hereof which relate to building, housing, plumbing, electrical and related restrictions affecting development of the Property shall continue in effect, insofar as they relate to the development of the Property, during the entire Term of this Agreement, except to the extent that said codes, ordinances, rules and regulations are amended on a general basis so as to be applicable to all property within the Village, for purposes of directly furthering the public health and safety.

Nothing contained in this Agreement is intended to limit, restrict, or in any way impair the authority, power or ability of the Village to adopt new or different ordinances, regulations and fees of any kind or nature whatsoever during the life of this Agreement. However, no such ordinance or regulation shall be applied during the term of this Agreement to affect the zoning and subdivision variations expressly granted to the Subject Property by this Agreement. Except as modified by the terms and provisions of this Agreement, the Owner and Developer shall comply in all respects with the terms, conditions and requirements of all applicable ordinances of 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 thereof.

C. The Developer shall pay an annexation fee on a per lot basis of \$3,000.00 per lot payable as follows: 50% within two weeks of the annexation of the property pursuant to this agreement and 50% at time the first building permit is issued. Subject to Article XVI, and Article XVII, no fee or charge of any description shall be imposed upon Developer or upon the development and use of the Property unless, as of the date of this Agreement, such fee or charge is in existence and being collected by the Village on a uniform basis from all owners, users and developers of property within the Village. The Village shall not increase the amount of any fee or charge for building permit fees, occupancy permit fees, plan review fees, inspection fees, utility fees, application fees or user fees during the Term of this Agreement unless such increases are made generally applicable to all owners, users and developers of property within the Village. All building permit and the building inspection fees for any improvement constructed upon the Property shall be due and payable according to the practices in place with the Village at the time of the application for the permit for that improvement.

D. The Developer shall pay applicable impact fees pursuant to the provisions of the Village Developer Donation Ordinance, as it may be amended from time to time.

## ARTICLE V

### SANITARY SEWER SERVICE

A. The lots within the R-1 zoning districts as depicted on the Concept Plan shall be served by septic systems. As long as the County of McHenry issues appropriate permits for each such septic system, the Village agrees that the construction and use of each such system will be permitted, and the Village will not hinder or delay the issuance of building or occupancy permits as long as such County permit is complied with.

## ARTICLE VI

### WATER SERVICE

Each residence to be constructed within the Property pursuant to the Final Plats shall be provided water by individual wells to be constructed by the owner of each lot. As long as the County of McHenry issues appropriate permits for each such well, the Village agrees that the construction and use of each such well will be permitted, and the Village will not hinder or delay the issuance of building or occupancy permits as long as such County permit is complied with.

## ARTICLE VII

### STORM DRAINAGE

The Developer shall provide all necessary storm sewers, detention or retention systems and compensatory storage (whether on site or off site) for storm water management of the Property in compliance with all Village requirements, and the McHenry County Watershed Development Ordinance.

## ARTICLE VIII

### ROAD IMPROVEMENTS

A. The construction of roads and related improvements within the Property and therefrom to Barnard Mill Road will be the obligation of Developer.

B. The Developer shall construct such road improvements as related to the intersection of Barnard Mill Road and Lumley Drive as the Village Corporate authorities shall require as part of the final plat review process.

C. At the time of Tentative Plat the Village shall determine at its sole discretion whether Lumley Drive shall be utilized for permanent or temporary ingress and egress into the subdivision.

## ARTICLE IX

### MAILBOXES

Mailboxes shall be installed only in groups or clusters of four or more at locations designated on a mail box location plat to be provided by the Developer to the Village in conjunction final plat approval. The mailbox location plat shall be in locations acceptable to the postmaster. After said plat is provided to the Village it shall be reviewed by the Planning Commission subject to approval by the Board of Trustees. Replacement and repair of said mailboxes shall be in accordance with said mailbox location plat and the requirement of groups or clusters of four or more will remain in full force and effect.

## ARTICLE X

### STORM WATER/DETENTION/RETENTION PONDS

Prior to the approval of final plat of subdivision for any portion of the property the Developer will establish a Property Owner's Association (POA). The POA shall be responsible for the maintenance and repair of the storm water, drainage and detention facilities in the subdivision. However, the Village shall have the discretionary right, but not any legal obligation or duty, to enter upon lots or parcels having storm water drainage and/or detention facilities to repair or restore such and bill and recover its costs and expenses relating thereto (together with interest thereon at 9% per annum from the date of the bill) from the POA. In the event the POA fails to pay such each of the respective lot owners shall be liable on a pro rata basis for any such costs and expenses and the Village shall have the right to file a lien in the office of the County Recorder of Deeds against said lots for such amounts.

## ARTICLE XI

### ON SITE IMPROVEMENTS

Developer shall construct only those public improvements depicted on engineering plans approved in conjunction with each Final Plat. Such improvements shall be installed at Developer's expense using Developer's contractors and contracts. The roads depicted on the Concept Plan and which will be included in any Final Plat shall be conveyed to the Village upon acceptance of the public improvements by the Village pursuant to provisions of the Village subdivision control ordinance.

## ARTICLE XII

### SUBDIVISION OF THE PROPERTY

A. The property shall be subdivided in accordance with the provisions of the Village Subdivision Ordinance then in effect.

B. The Name of the Subdivision shall have the word Ringwood included in it.

## ARTICLE XIII

### EXCAVATION, GRADING AND PREPARATION OF THE PROPERTY FOR DEVELOPMENT

Unless otherwise approved and authorized by the Village, Developer shall not begin excavation, grading, demolition or tree removal until such time as final engineering has been approved by the Village Engineer and necessary erosion control devices are in place.

## ARTICLE XIV

### BUILDING PERMITS

The Village shall issue residential building permits for any residential structures to be constructed on the Property in accordance with the Village Building code then in effect. If the application is denied, the Village shall provide to the applicant a written statement specifying the reasons for denial of the application including specification of the requirements of law which the application or supporting documents fail to meet. Thereafter, the Village shall issue such residential building permits upon the applicant's compliance with those requirements. The Developer and/or any applicant may apply for building permits for the Property only after the Final Plat of Subdivision has been approved and recorded and the binder course for all roadways and all other subdivision improvements required by the Subdivision Ordinance and Plat of Subdivision have been installed and approved by the Village Board of Trustees.

## ARTICLE XV

### CERTIFICATES OF OCCUPANCY

A. The Village shall issue Certificates of Occupancy to the Developer or its successors and assigns according to the Village Building Codes in place at the time. The Village will issue the Certificates within the time provided for in its building code then existing, or issue a letter of denial within said period informing Developer or its successors and assigns specifically as to what corrections are necessary as a condition to the issuance of a certificate and quoting the section of any applicable code, ordinance or regulation relied upon by the Village in its request for correction. If, after final inspection or re-inspection of any corrections made pursuant to a written denial, the Village's inspector does not reasonably and properly request further corrections, the Village shall promptly issue a Certificate of Occupancy for the structure(s) in question. Certificates of Occupancy shall not be unreasonably withheld and temporary certificates will be issued when adverse weather conditions do not permit landscaping and final grading required for a permanent Certificate of Occupancy, so long as the absence of such items does not pose a danger to safety or welfare of the public or the occupants, and reasonable financial guarantees are provided that such landscaping, final grading and other construction shall be accomplished or installed as soon as weather permits.

B. The Village shall make all reasonably requested inspections of on-going construction within the time provided for in its building code then existing.

C. Any stop order directing work stoppage shall be in writing unless a bona fide emergency presenting an immediate and substantial danger to persons or property exists, in which case such stop order may be verbal. All stop orders shall be issued only for construction work which is not in compliance with Village codes or this Annexation Agreement and shall set forth the section or sections of the Village Code or this Annexation Agreement alleged to have been violated and the nature of the violation. The building permittee shall forthwith proceed to correct any such violation.

## ARTICLE XVI

### MODELS; SALES OFFICES; SIGNAGE

Construction of models, construction offices and trailers shall be in accordance with Village Ordinances.

A. Developer shall also have the right, after approval of the Concept Plan, to construct a temporary sales trailer on the Property. Developer shall also have the right, after approval of the Concept Plan to construct a construction management trailer on the Property.

B. Developer or its assigns shall have the right upon approval of the Concept Plan, subject to the provisions of the Village Sign Ordinance, to construct one (1) single faced 240 square foot sales sign within the Property, or on easements in favor of Developer within ½ mile of the Property for as long as development and sales continue on the Property.

## ARTICLE XVII

### COVENANTS; COMMON AREA

Prior to recording any Plat of Subdivision for any portion of the subject premises, the Developer will cause to be recorded Covenants, Conditions and Restrictions of Record providing for the maintenance of common areas in the subdivision. The Covenants will include, unless excluded by authorization of the village the following:

A. All lots shall be used exclusively for residential purposes designed for single-family occupancy. No buildings shall be erected nearer than those specified for each individual lot on the plat of subdivision, notwithstanding those setbacks as set forth in the final plat of subdivision. Any portion of the eaves is considered as part of the building line, side yard, and rear yard requirements. All other setbacks of the subdivision plat shall be applicable.

B. No home shall be less than 1800 square feet in livable area if one story nor less than 2200 square feet of livable area if two or more stories.

C. Each residence shall be serviced with an attached garage of no less than three (3) cars and no more than four (4) car capacity. The garage shall be built of the materials similar to



the main structure. No garage shall be used as a temporary or permanent habitable living area. Detached garages are prohibited.

D. No flat, tar, gravel or 3 in 1 tab shingle roofs shall be allowed. All roofs shall have a minimum 6:12 pitch. Minimum Roofing material shall consist of 30 year architectural shingles or cedar shake shingles. Alternate materials may be used if approved by the H.O.A. and Village Board. Accessory structures shall have same roofing material as the residential structure.

E. No cement blocks shall be allowed as an exterior to a residence or accessory building.

F. Agricultural animals shall be prohibited, including hooved animals.

G. No manufacturing, industrial, business, or shop use shall be allowed on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the surrounding owners and neighborhood.

H. No mining of any nature or kind shall be allowed on any of the lots.

I. All outside buildings and construction shall be completed within one (1) year after ground has been broken for foundation purposes. Completion of construction shall include finish grading of the property with landscaping.

J. All private drives shall be equipped with proper 16-foot long culverts with flared ends and must be at least 5 feet from the neighboring lot line where necessary. Drives shall be paved with blacktop, finished concrete or brick pavers.

K. Septic systems including septic tanks, disposal fields, and other applicable components shall be installed in accordance with applicable regulations of the McHenry County Health Department.

L. Except for approved septic systems, no oil, gas or fuel tank of any type, or for any other purpose shall be erected on any lot.

M. All types of fences are prohibited except those required for by ordinance for swimming pools.

N. Outdoor storage of boats, campers, recreation vehicles, motor homes, snowmobiles, trailers of all types, and all types of water crafts and ATV's are prohibited.

O. A maximum of one (1) accessory structure/ out-building/shed will be allowed per lot. The maximum plate height for walls shall not exceed nine (9') feet. The maximum size shall

be eighty (80) square feet and must be constructed of the same or similar construction material as the primary structure. (A Gazebo is not considered an out building.)

P. Each lot owner shall install and maintain a mail and newspaper receptacle of a uniform design at locations to be approved by the local Postal Service agent.

Q. All street lights shall be Commonwealth Edison decorative lights.

R. In ground swimming pools with materials, which meet the Village Pool Ordinance requirement shall be permitted. No swimming pool of temporary or collapsible construction, or one that is portable or movable, or one that is constructed in such a way as to hold water above ground level of the surrounding terrain, shall be allowed.

S. The covenants herein may not be changed without the approval of the Village Board.

T. Vacant and occupied lots shall be maintained so that grass or other vegetation (other than shrubbery, trees, etc) shall not exceed eight (8) inches.

U. If required by the Village Board, the developer shall construct at its sole expense, one subdivision entrance sign, of brick or stone, the dimension and design of which shall be subject to the approval of the Village Board of Trustees; no wood signs are allowed. The sign shall be located in an easement outside of the right-of-way at a location approved by the Village Board. The sign and easement shall be maintained by the Homeowner's Association.

## ARTICLE XVIII

### IMPACT FEES, DONATIONS AND RETAINED PERSONNEL FEES

A. Developer donation fees shall be paid by the Developer at the times and in the amounts specified in the Village Developer Donation Ordinance. Such fees shall be paid to the Village or to such entity as the Village designates. The Village represents and acknowledges that if any such fee shall be increased, such increase shall not be effective against the Developer or the Property unless such increase is made generally applicable to all owners, users and developers of property within the Village.

B. The Developer agrees to pay Retained Personnel Fees according to the Village Ordinances.

## ARTICLE XIX

### MUTUAL ASSISTANCE

The parties shall do all things necessary or appropriate to carry out the terms and

provisions of this Agreement and to aid and assist each other in carrying out the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms, including, without limitation, the giving of such notices, the holding of such public hearings, the enactment by the Village of such resolutions and ordinances and the taking of such other actions as may be necessary to enable the Parties' compliance with the terms and provisions of this Agreement and as may be necessary to give effect to the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms.

## ARTICLE XX

### REMEDIES

A. In the event of a material breach of this Agreement, the Parties agree that the party alleged to be in breach shall have thirty (30) days after written notice of said breach to correct the same prior to the non-breaching Party's seeking any remedy provided for herein (provided, however, that said thirty (30) day period shall be extended up to a total of one hundred and twenty (120) days if the default cannot be cured within said thirty (30) day period and the defaulting Party has initiated the cure of said default and is diligently proceeding to cure the same).

B. This Agreement, in its entirety, together with Developer's petitions for annexation, rezoning and concept plan, and any approvals granted to date, in the discretion of the Developer, shall be null and void, and of no force and effect unless within one hundred and twenty days (120) from property becoming contiguous to the Village the Property is annexed in its entirety, zoned in accordance herewith in substantial conformance with the Concept Plan.

C. Upon a breach of this Agreement, including the failure to meet the conditions specified in the preceding Paragraph B, and including failure to approve any tentative or Final Plat in accordance with the Concept Plan within the time period for review as established by Village ordinance, any of the Parties, in any court of competent jurisdiction, by an action or proceeding in mandamus or at law or in equity, may secure, specifically without limitation, the specific performance of the covenants and agreements herein contained, or may obtain mandatory or prohibitory injunctions. No action taken by any party hereto pursuant to the provisions of this Article or pursuant to the provisions of any other Articles of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party or law or in equity.

D. The failure of any Party to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any Party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

E. If the performance of any covenant to be performed hereunder by any Party is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances may include acts of God, war, acts of civil disobedience, strikes or similar acts), the time for such performance shall be extended by the amount of time of such delay.

## ARTICLE XXI

### TERM

This Agreement shall be binding upon the Parties and their respective successors and assigns for twenty (20) years, commencing as of the date hereof. If any of the terms of this Agreement, or the annexation or zoning of the Property, is challenged in any court proceeding, then, to the extent permitted by law, the period of time during which such litigation is pending shall not be included in calculating said twenty (20) year period. The expiration of the term of this Agreement shall not affect the continuing validity of the zoning of the Property or any ordinance enacted by the Village pursuant to this Agreement. The provisions contained herein shall survive the annexation of the Property and shall not be merged or expunged by the annexation of the Property to the Village.

## ARTICLE XXII

### MISCELLANEOUS

A. Amendment. This Agreement may be amended only by the mutual written consent of the Parties, by adoption of an ordinance by the Village approving said amendment as provided by law, and by the execution of said amendment by the Parties or their successors in interest.

B. Severability. If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements and portions of this Agreement are declared to be severable. If for any reason the annexation, platting, zoning or any variation for the Property is ruled invalid in whole or in part, the Corporate Authorities, as soon as possible, shall take such actions (including the holding of such public hearings and the adoption of such ordinances and resolutions) as may be necessary to give effect to the spirit and intent of this Agreement and the objectives of the Parties, as disclosed by this Agreement.

C. Entire Agreement. This Agreement sets forth all agreements, understandings and covenants between and among the Parties. This Agreement supersedes all prior agreements, negotiations and understandings, written and oral, and is a full integration of the entire agreement of the Parties.

D. Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon the Village and Developer and their respective successors, assigns, grantees,

lessees, and successor municipalities, and shall constitute a covenant running with the land. This Agreement may be assigned by the Developer with the consent of the Village, which consent shall not be unreasonably withheld. Any such assignments shall not relieve the Developer of its obligations hereunder unless specifically agreed to by the Village.

E. Notices. Any notices required or permitted by the provisions of this Agreement shall be in writing and sent by certified mail, return receipt requested, personally delivered, or sent by facsimile transmission to the Parties at the following addresses, or at such other addresses as the Parties may, by notice, designate:

If to Village: Village of Ringwood  
Attn: Building Commissioner  
PO Box 217  
Ringwood, Illinois 60072

With copies to: Village of Ringwood  
Attn: Village Clerk  
PO Box 217  
Ringwood, Illinois 60072

Counsel Bernard Narusis  
213 West Lake Shore Drive  
Cary IL 60013

If to Developer: Gerstad Builders, Inc.  
4310 G Crystal Lake Road  
McHenry, IL 60050

With copies to: Developer's Attorney  
Samuel J. Diamond  
Diamond & LeSueur, P.C.  
3431 W. Elm Street  
McHenry, IL 60050  
815-385-6840; 815-385-6875 fax; [sam@dlfirm.com](mailto:sam@dlfirm.com)

Notices shall be deemed given on the third (3) business day following deposit in the U.S. Mail, if given by certified mail as aforesaid, upon delivery if personally delivered, and upon the third day after confirmation date by the sending machine of successful transmission, if sent by facsimile, provided that a copy of the notice and confirmation of transmission is sent to the noticed party by first class mail the same day as the fax transmission.

F. Time of Essence. Time is of the essence of this Agreement and of each and every provision hereof.

G. Village Approval. Wherever any approval or consent of the Village, or of any of its departments, officials or employees, is called for under this Agreement, the same shall not be unreasonably withheld or delayed.

H. Village Fees. The Developer shall reimburse the Village for any and all attorneys' fees incurred by the Village in defending claims asserted or actions brought by third parties to challenge the annexation, zoning, variations or plat approvals given for the Property. Prior to incurring any such expenses, the Village shall give advance notice to the Developer of the controversy and, thereafter, provide the Developer with monthly itemized statements of the expenses incurred by the Village in connection therewith. The Village will also give advance notice to the Developer of their retaining additional consultants or staff other than the Village Attorney and Engineer in connection with defending such claims or actions. In the event the Developer determines that the costs in connection with the defending of such claims or actions is not warranted, the Developer shall notify the Village of such and the Village shall terminate the pending claim or action. In connection with said termination of the claim or action, if there is any monetary liability, the Developer's election to terminate the claim shall also include the Developer paying such liability prior to such termination. In the event the claimant does not concur with the termination or settlement, the Developer's obligation to the Village shall continue.

I. Venue. Venue for any litigation shall be in the Circuit Court of McHenry County Illinois. Litigation in any Federal Court is expressly prohibited.

J. No portion of the property may be disconnected from the Village at any time unless the corporate authorities of the Village in their sole discretion voluntarily allow such disconnection.



STATE OF ILLINOIS        )  
  )SS  
COUNTY OF McHENRY    )

I, Merrilee Tronsen, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Roger Gerstad personally known to me to be an authorized manager of Gerstad Builders, INC., and 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 severally acknowledged that as such authorized manager, he signed and delivered the said instrument as authorized manager of said limited liability company as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal,  
this 7<sup>th</sup> day of October, 2005

Merrilee Tronsen  
Notary Public

COMMISSION EXPIRES:





**RIDER ATTACHED AND MADE A PART OF  
VILLAGE OF RINGWOOD  
GERSTAD/BAUER ANNEXATION AGREEMENT  
DATED JUNE 1, 2005**

This instrument is executed by FIRST MIDWEST BANK, not personally but solely as Trustee under Trust No. 13375, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by FIRST MIDWEST BANK, are undertaken by it solely as Trustee, as aforesaid, and not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against FIRST MIDWEST BANK, by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

In witness whereof, the undersigned corporation, not personally but as trustee as aforesaid, has caused these presents to be signed by its Trust Assistant and its corporate seal to be hereunto affixed and attested by its Trust Officer this 1st day of June, 2005.

First Midwest Bank as Successor Trustee as aforesaid and not personally.

By: Sharon L. Hettermann  
Trust Assistant

Attest: Nancy Majercik  
Trust Officer

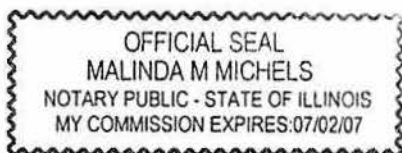


STATE OF ILLINOIS,  
Ss:  
COUNTY OF MCHENRY

I, the Undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Sharon L. Hettermann**, Trust Assistant of FIRST MIDWEST BANK, and **Nancy Majercik**, the attesting Trust Officer thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Assistant and the attesting Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Trust, for the uses and purposes therein set forth; and the said attesting Trust Officer did also then and there acknowledge that he as custodian of the corporate seal of said Trust, did affix the said corporate seal of said Trust instrument as his own free and voluntary act, and as the free and voluntary act of said Trust for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 1st day of June, 2005.

Malinda M. Michels  
NOTARY PUBLIC



05-60-6785

EXHIBIT LIST

EXHIBIT G: Legal Description

EXHIBIT C: Concept Plan

EXHIBIT H: Plat of Annexation

EXHIBIT G  
ANNEXATION LEGAL DESCRIPTION

PARCEL 1: LOT 3 IN PLEASANT VALLEY SUBDIVISION UNIT NO.1, A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 5, AND PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, ALL IN TOWNSHIP 45 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 14, 1952 AS DOCUMENT NO. 253356, IN BOOK 11 OF PLATS, PAGE 52, IN MCHENRY COUNTY, ILLINOIS.

PARCEL 2: LOT 4 IN PLEASANT VALLEY SUBDIVISION UNIT NO.1, A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 5, AND PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, ALL IN TOWNSHIP 45 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 14, 1952 AS DOCUMENT NO. 253356, IN BOOK 11 OF PLATS, PAGE 52, IN MCHENRY COUNTY, ILLINOIS.

PARCEL 3: LOT 6 IN PLEASANT VALLEY SUBDIVISION UNIT NO.1, A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 5, AND PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, ALL IN TOWNSHIP 45 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 14, 1952 AS DOCUMENT NO. 253356, IN BOOK 11 OF PLATS, PAGE 52, IN MCHENRY COUNTY, ILLINOIS.

PARCEL 4: LOT 7 IN PLEASANT VALLEY SUBDIVISION UNIT NO.1, A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 5, AND PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, ALL IN TOWNSHIP 45 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 14, 1952 AS DOCUMENT NO. 253356, IN BOOK 11 OF PLATS, PAGE 52, IN MCHENRY COUNTY, ILLINOIS.

PARCEL 5: LOT 8 IN PLEASANT VALLEY SUBDIVISION UNIT NO.1, A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 5, AND PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, ALL IN TOWNSHIP 45 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 14, 1952 AS DOCUMENT NO. 253356, IN BOOK 11 OF PLATS, PAGE 52, IN MCHENRY COUNTY, ILLINOIS.

PARCEL 6: LOT 9 IN PLEASANT VALLEY SUBDIVISION UNIT NO.1, A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 5, AND PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, ALL IN TOWNSHIP 45 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 14, 1952 AS DOCUMENT NO. 253356, IN BOOK 11 OF PLATS, PAGE 52, IN MCHENRY COUNTY, ILLINOIS.

PARCEL 7: LOT 11 IN PLEASANT VALLEY SUBDIVISION UNIT NO.1, A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 5, AND PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, ALL IN TOWNSHIP 45 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 14, 1952 AS DOCUMENT NO. 253356, IN BOOK 11 OF PLATS, PAGE 52, IN MCHENRY COUNTY, ILLINOIS.

PARCEL 8: THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 8 (EXCEPT THE SOUTH 20 ACRES THEREOF, AND ALSO EXCEPTING THAT PORTION OF PLEASANT VALLEY SUBDIVISION, UNIT NO. 1, AS RECORDED IN THE MCHENRY COUNTY PLAT BOOK 11, PAGE 52, LYING WITHIN THE BORDERS OF THE FIRST ABOVE-DESCRIBED WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 8 AFORESAID) IN TOWNSHIP 45 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCHENRY COUNTY, ILLINOIS.

PARCEL 9: BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5; THENCE RUNNING 510.09 FEET NORTH TO THE CENTER OF MCARTHUR AVENUE; THENCE EAST ON THE CENTER LINE OF MCARTHUR AVENUE, 500 FEET TO THE CENTER OF ORCHARD DRIVE; THENCE SOUTH ON THE CENTER LINE OF ORCHARD DRIVE, 510.09 FEET TO THE SECTION LINE BETWEEN SECTIONS 5 AND 8; THENCE 500 FEET WEST TO THE PLACE OF BEGINNING, ALL IN TOWNSHIP 45 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH ALL THAT PART OF MCARTHUR AVENUE LYING NORTH OF AND ADJACENT TO HEREIN DESCRIBED PARCEL 9, AND ALL OF LUMLEY AVENUE LYING SOUTH OF THE NORTH LINE OF LOT 6 EXTENDED RADially TO THE EAST LINE OF SAID LUMLEY AVENUE AND ALSO ALL OF ORCHARD DRIVE AS SHOWN ON SAID PLEASANT VALLEY SUBDIVISION, ALL IN MCHENRY COUNTY, ILLINOIS.

05-60-6788

# EXHIBIT

PHYLLIS K. WALTERS  
McHENRY COUNTY RECORDER  
WOODSTOCK, ILLINOIS

EXHIBIT TO DOC. NO: 2005 R00 90 422

NO. OF PAGES 1

NOTES: Exhibit C

**SEE MAP IN PLAT FILE**

# EXHIBIT

PHYLLIS K. WALTERS  
McHENRY COUNTY RECORDER  
WOODSTOCK, ILLINOIS

EXHIBIT TO DOC. NO: 2005R0090422

NO. OF PAGES 1

NOTES: Exhibit H

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**SEE MAP IN PLAT FILE**