

THIS DOCUMENT  
PREPARED BY AND AFTER  
RECORDING RETURN TO:

Village of Ringwood  
6000 Barnard Mill Rd.  
Ringwood, IL 60072

JOSEPH J. TIRIO  
CLERK AND RECORDER  
MCHENRY COUNTY, IL  
2025R0006955

03/20/2025 01:12:31 PM PAGES: 15

RECORDING FEE	11.00
GIS FEE	43.00
AUTOMATION FEE	8.00

Above Space For Recorder's Use Only

ANNEXATION AGREEMENT  
BETWEEN  
THE VILLAGE OF RINGWOOD  
AND  
HOME STATE BANK, AS TRUSTEE, UNDER AN AGREEMENT  
DATED APRIL 24, 1997 AND KNOWN AS TRUST 4527

DATED AS OF Feb. 17, 2025

**ANNEXATION AGREEMENT  
BETWEEN  
THE VILLAGE OF RINGWOOD  
AND  
HOME STATE BANK TRUST 4527**

THIS ANNEXATION AGREEMENT ("**Agreement**") is made as of the 17<sup>th</sup> day of February, 2025, by and between the **VILLAGE OF RINGWOOD**, an Illinois municipal corporation (the "**Village**"), and **HOME STATE BANK, AS TRUSTEE UNDER AN AGREEMENT DATED APRIL 24, 1997 AND KNOWN AS TRUST 4527** (the "**Owner**").

**IN CONSIDERATION OF** the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the Village's statutory powers, the parties hereto agree as follows:

**SECTION 1. RECITALS.\***

A. The Owner represents to the Village that it is the sole record title owner of that certain real property consisting of approximately 67.47 acres (the "Property" as hereinafter defined), located in unincorporated McHenry County, Illinois ("**County**").

B. The Owner desires to annex the Property into the Village pursuant to and in accordance with Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, and in accordance with and subject to the terms of this Agreement. In furtherance thereof, the Owner has executed a duly-executed Petition for Annexation ("**Annexation Petition**").

C. The Parties desire to enter into a binding annexation agreement pursuant to the provisions of Division 11-15.1-1 of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1 *et seq.*, governing the annexation of the Property to the Village, the zoning of the Property within the Village, and the performance of certain undertakings of Village and Owner that are contingent on the annexation of the Property to the Village.

D. The Parties desire that the Property be annexed to the Village on the terms and conditions hereinafter set forth.

E. The Owner seeks certain agreements from the Village regarding the zoning of the Property under the Zoning Code upon annexation of the Property to the Village and agreements as to other matters covered in this Agreement.

F. The Parties desire that the Property be used only in compliance with this Agreement, the Property Zoning Ordinance, as hereinafter defined and in compliance with all applicable Requirements of Law.

G. Pursuant to the provisions of Section 11-15.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1 *et seq.*, a public hearing was held on 02/17/2025 pursuant to proper notice, to consider the Agreement.

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\*All capitalized words and phrases throughout this Agreement have the meanings set forth in the preamble above and in Section 2 and the other provisions of this Agreement. If a word or phrase is not specifically defined in this Agreement, it has the meaning ascribed to it in the Zoning Code.

H. A public hearing was held on the proposed rezoning of this Property to the zoning districts set forth herein.

**SECTION 2. DEFINITIONS; RULES OF CONSTRUCTION.**

A. Whenever used in this Agreement, the following terms have the following meanings unless a different meaning is required by the context:

**"Corporate Authorities"**: The President and Board of Trustees of the Village.

**"Effective Date"**: The date of execution of this Agreement by all of the Parties, which date is to be deemed to be the date set forth in the first paragraph of page one of this Agreement.

**"Parties"**: The Village and the Owner, collectively.

**"Property"**: That certain tract of land, consisting of approximately 67.47 acres, in unincorporated McHenry County, Illinois, and bearing Permanent Parcel Number 09-10-176-006.

**"Requirements of Law"**: The Zoning Ordinance, the Subdivision Regulations, the Building Codes, the Other Applicable Village Codes and Ordinances, the applicable federal, state and county laws and regulations, and the provisions of this Agreement are hereinafter collectively referred to as the **"Requirements of Law"**.

**"Village Code"**: "The Ringwood Municipal Code", as amended.

**"Zoning Code"**: The Zoning Ordinance for the Village of Ringwood.

**SECTION 3. ANNEXATION OF THE PROPERTY.**

A. **Adoption of Annexation Ordinance and Zoning.** After entering into this Agreement, the Village's Corporate Authorities shall pass and approve an ordinance ("**Annexation Ordinance**") annexing the Property (and any contiguous rights-of-way) to the Village.

After the Annexation Ordinance becomes effective, the Village shall promptly cause the Annexation Ordinance to be recorded in the office of the Recorder of McHenry County. The Village Authorities shall proceed, subject to the terms and conditions set forth in this Agreement, to adopt a zoning ordinance ("Property Zoning Ordinance") to accommodate the proposed mixed zoning use contemplated as an Agricultural Zoning District (A-1), Residential Zoning District (R-1, R-2, R-3), Business Zoning District (B-1, B-2, and B-3, B-3 only for an Automobile Service Station, no other use category is granted), or Office/Research Zoning District (O/R). The full "Table One: Principal Uses Permitted in Zones" as of the Effective Date is attached hereto as Exhibit A, the provisions remain in effect for the duration of this Agreement. This paragraph is considered a material term of the Agreement.

The Village shall provide the draft Property Zoning Ordinance to Owner in advance of the Village's consideration of the approval of said ordinance. This Agreement, in its entirety, shall be null, void and of no effect, unless the property is validly zoned and classified as described in this Section 3.

**SECTION 5. USE OF THE PROPERTY.**

A. **Operation and Use.** Subject to the provisions of Section 12. V. of this Agreement, the use of the Property is limited to the Zoning District designations, as stated herein and as set forth in the Property Zoning Ordinance.

**SECTION 6. IMPROVEMENTS.**

A. **Description of Improvements.** The Village agrees that Owner, upon the Effective Date, may connect to the Village's sanitary sewer and potable water facilities at the Owner's sole cost, in accordance with the Village's Building and Subdivision Codes and at such time that the Owner causes water and sewer mains at its cost to be extended across the frontage of the Property or that portion of the Property being developed and upon payment of all applicable fees due the Village, less a 25% discount of the Village's water and sewer connection fees, specifically noting that the Property is not currently served by Village water and sanitary sewer systems and the Village does not currently offer water and sanitary sewer services.

B. **Recapture.** In the event that Owner constructs and installs any on or off-site public improvements contemplated by this Agreement or required by the Village Code, and such improvements are constructed in a fashion that benefits owners or users of property other than the Property, then Village and Owner shall enter into a recapture agreement in accordance with 65 ILCS 5/9-5-1 *et seq.*, in form and substance acceptable to Village and Owner, which recapture agreement shall provide, among other things, that the Owner shall be entitled to reimbursements from the owners and users of property, other than the Property, benefited by such public improvements for that portion of the actual costs, together with reasonable interest thereon, to design, construct and install such improvements which benefit the owners or users of property other than the Property, provided, however, that such reimbursements shall be conditioned upon the actual development of the Property and use of such public improvements. In advance of any recapture agreement or amendment to the recapture agreement, the Owner shall prepare a study acceptable to Village demonstrating the degree of proportional benefit.

**SECTION 7. LIABILITY AND INDEMNITY OF VILLAGE.**

A. **Village Review.** Owner acknowledges and agrees that the Village is not, and will not be, in any way liable for any damages or injuries that may be sustained as the result of development or use of the Property or the improvements thereon, excepting Village improvements and facilities, if any.

B. **Village Procedure.** Owner acknowledges and agrees that all notices, meetings, and hearings have been properly given and held by the Village with respect to the approval of this Agreement, and Owner agrees not to challenge such approvals on the grounds of any procedural infirmity or of any denial of any procedural right.

**SECTION 8. NATURE, SURVIVAL AND TRANSFER OF OBLIGATIONS.**

A. **Binding Effect.** All obligations of the Owner under this Agreement are and will be binding upon the Owner as covenants running with the land, upon any and all of its successors, and assigns and subsequent owners of all or any portion of the Property, and upon any and all of the respective successor legal or beneficial owners of all or any portion of the Property.

**SECTION 9. TERM.**

This Agreement will be in full force and effect from and after the Effective Date for a term of 20 years. The provisions of this Agreement touch the Property and are covenants which run with and bind the Property and inure to the benefit of, shall be enforceable by, and obligate the

Village, Owner, and any of their respective, grantees, successors, assigns, and transferees, including all successor legal or beneficial owners of all or any portion of the Property.

**SECTION 10. REMEDIES FOR DEFAULT AND ENFORCEMENT.**

A. **Breach.** Upon a breach of this Agreement, any of the Parties, in the 22<sup>nd</sup> Judicial Circuit Courthouse in McHenry County, Illinois, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, and may be awarded damages for failure of performance or both. No action taken by any Party hereto pursuant to the provisions 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 at law or in equity.

B. **Cure Period.** 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 of any remedy provided for herein, provided, however, that said thirty (30) day period shall be extended if the defaulting party has initiated the cure of said default and is diligently proceeding to cure the same.

C. **Failure to Cure.** If any of the Parties shall fail to perform any of its obligations hereunder, and the party affected by such default shall have given written notice of such default to the defaulting Party, and such defaulting Party shall have failed to cure such default within thirty (30) days of such default notice, the defaulting party shall be held in breach, provided, however, that said thirty (30) day period shall be extended if the defaulting Party has initiated the cure of said default and is diligently proceeding to cure the same. In addition to any and all other remedies that may be available, either in law or equity, the Party affected by such default shall have the right, but not the obligation, to take such action as in its reasonable discretion and judgment shall be necessary to cure such default.

D. **Non-Waiver.** The failure of the Parties 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, covenants, agreement or condition, but the same shall continue in full force and effect.

E. **Force Majeure.** 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, pandemics, or similar acts), the time for such performance shall be extended by the amount of time of such delay.

F. **Attorneys Fees.** In the event that either Party commences an action to enforce the terms of this Agreement, the losing party shall be required to pay the attorneys fees and costs of the prevailing party.

**SECTION 11. ANNEXATION, RECAPTURE AND IMPACT FEES, DONATIONS AND CONTRIBUTIONS**

A. **Village Fees and Charges.** The Village makes no representations in regard to fees and charges imposed by agencies having jurisdiction over the Property other than the Village.

- B. **School Contributions.** The Village's Code establishes the Village policy with respect to contributions to be made by Owners of real estate being within the relevant School District. The amounts of the contributions to be paid for said School District shall be as calculated pursuant to applicable provisions of the Village Code. The Village may accept a school contribution as cash in-lieu of land. Such payment will be paid to the Village at the issuance of a building permit for each dwelling unit.
- C. **Impact Fees.** Except as set forth in this Section 11 and otherwise expressly provided in this Agreement (and except for fees charged by other governmental authorities, including, without limitation, McHenry County, McHenry Township, McHenry Township Road District, etc.), no impact fees, donations, contributions or other charges of such nature shall be due or payable to the Village, and Owner shall not be liable for payment of any other such fees, donations or contributions, in connection with the annexation and development of the Property.
- D. **Fees.** Except as provided for in this section and as specifically revised in this Agreement, the fees and charges of the Village Code and Zoning Ordinance shall apply to the Property, but no fee of any description shall be imposed upon the development and use of the Property unless such fee is or shall be collected by the Village on a uniform basis from all similarly situated residential owners, users, Owners and/or builders of property within the Village exclusive of those properties encompassed by an annexation or development agreement. Except as provided for in and as specifically revised in this Agreement, the Village shall not increase the amount of any fee for a building permit, certificate of occupancy permit, plan review, inspection, utilities or applications during the Term of this Agreement unless such increases are: (i) made generally applicable to all similarly situated residential owners, users, Owners and/or builders of property within the Village exclusive of those properties encompassed by an annexation or development agreement; and (ii) such increases are reasonably related to increased costs incurred by the Village in providing the services for which such fee is assessed. All building permit and inspection fees for any improvement constructed upon the Property shall be due and payable according to the terms of the Village Code or as specified herein.

## **SECTION 12. GENERAL PROVISIONS.**

A. **Notices.** All notices required or permitted to be given under this Agreement must be given by the Parties by: (i) personal delivery; (ii) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon; or (iii) deposited with a nationally recognized overnight delivery service, addressed as stated in this Section 12.A. The address of any Party may be changed by written notice to the other Parties. Any mailed notice will be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier will be deemed to have been given and received within 24 hours after deposit. Notices and communications to the Parties must be addressed to, and delivered at, the following addresses:

If to the Village: Village of Ringwood  
6000 Barnard Mill Rd.  
Ringwood, IL 60072  
Attention: Village President

with a copy to: Zukowski, Rogers, Flood & McArdle  
50 Virginia Street  
Crystal Lake, Illinois 60014  
Attention: Brad Stewart

If to Owner: John Reichert  
1564 S. Shore Drive  
Lakewood, IL 60014

with a copy to: The Waggoner Law Firm  
Four N. Walkup Avenue  
Crystal Lake, IL 60014

B. **Time of the Essence.** Time is of the essence in the performance of all terms and provisions of this Agreement.

C. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement are cumulative and are not exclusive of any other such rights, remedies, and benefits allowed by law.

D. **Consents.** Whenever the consent or approval of any Party to this Agreement is required, the consent or approval must be in writing and may not be unreasonably withheld, delayed or conditioned, and, in all matters contained herein, all parties will have an implied obligation of reasonableness, except as may be expressly set forth otherwise.

E. **Governing Law.** This Agreement is to be governed by, and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

F. **Severability.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement and the validity, enforceability, and application to any person, firm, corporation, or property will not be impaired thereby, but the remaining provisions are to be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

G. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties, superseding any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

H. **Interpretation.** This Agreement is to be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Each provision of this Agreement is to be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting party is not applicable to this Agreement.

I. **Headings.** The table of contents, heading, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

J. **Exhibits/Conflicts.** Exhibit A attached to this Agreement is, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an exhibit to this Agreement and the text of this Agreement, the latter will control.

K. **Amendments and Modifications.** No amendment or modification to this Agreement will be effective unless and until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures. This Agreement, and the exhibits attached hereto, may be amended only in writing by the mutual consent of the Parties or pursuant to the written agreement of the Village and the Owner of such portions of the Property affected by such amendment provided such amendment shall not affect any portion of the Property the owner of which is not a party to such amendment, by adoption of an ordinance by the Village approving such amendment by the applicable Parties or their successors in interest.

M. **Changes in Laws.** Unless otherwise explicitly provided in this Agreement, any reference to any Requirements of Law will be deemed to include any modifications of, or amendments to the Requirements of Law as may, from time to time, hereinafter occur.

N. **No Third Party Beneficiaries.** No claim as a third party beneficiary under this Agreement by any person, firm, or corporation may be made, or be valid, against the Village or Owner.

O. **Recording/Legal Fees.** The Village will record this Agreement and ordinances contemplated herein against the Property, at the Village's sole cost and expense, with the Office of the McHenry County Recorder of Deeds promptly following the full execution of this Agreement by the Parties. The Village further agrees to reimburse Owner up to \$5,000 in legal fees for Owner's attorney's fees, upon presentment of reasonable, incurred legal fees for the purposes of entering this Agreement.

P. **Counterparts.** This Agreement may be executed in counterparts, each of which will constitute an original document and together will constitute the same instrument.

Q. **Duration of Zoning.** The zoning of the Property established pursuant to this Agreement and the Property Zoning Ordinance shall create a permanent zoning classification for the Property, as modified by this Agreement (unless changed by the Village at the Owner's request) which shall remain in effect throughout the Term of this Agreement and thereafter until amended in the manner provided by law for the amendment of zoning classifications. Except for such an amendment, such zoning shall not expire at any time or upon the occurrence of any event or the failure of any event to occur. In the event the Village enacts a new Zoning Code that supersedes the current Zoning Code, the Property shall be rezoned to the most applicable new zoning district(s). The new zoning shall not in any way impede the ability of the Owner to develop the Property in a manner consistent with this Annexation Agreement.

R. **Conflict with Ordinance.** In the event any Village code, ordinance or regulation, existing at the time the Property is annexed to the Village, does not permit the development of the Property in accordance with this Agreement, the Village shall not apply any of such conflicting codes, ordinances or regulations to the Property which prevent the development of the Property in accordance with this Agreement and the Property Zoning Ordinance.

S. **Codes and Ordinances.** All duly adopted codes, ordinances, rules and regulations of the Village in effect as of the date hereof shall continue in effect, insofar as they relate to the development of the Property, and no amendments to the codes, ordinances, rules



and regulations of the Village with the exception of life safety codes or building codes shall be applied to the Property for a period of five years from the date of this Agreement.

T. **Less Restrictive Provisions.** If, during the term of this Agreement, any existing, amended, modified, or new ordinances, codes or regulations affecting the zoning, subdivision, development, construction of improvements, buildings or appurtenances or other regulatory ordinances regarding the public health, safety and welfare are amended or modified in any manner to impose less restrictive requirements on the development of, or construction upon, properties within the Village, then the benefit of such less restrictive requirements shall inure to the benefit of Owner, and anything to the contrary contained herein notwithstanding, Owner may elect to proceed with respect to the development of, or construction upon, the Property with the less restrictive amendment or modification applicable generally to all properties within Village.

U. **Necessary Acts, Good Faith.** The Village, and Owner agree to take all steps necessary or appropriate to carry out the terms of this Agreement and to aid and assist the other party, including enactment of such resolutions and ordinances and the taking of such other actions as may be necessary or desirable to enable the parties to comply with and give effect to the terms of this Agreement. It is further understood and agreed that the successful consummation of this Agreement and the development of the Property is in the best interests of all the parties and requires their continued cooperation. The Village and Owner 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 the intentions of the parties as reflected by said terms. The Village and Owner shall act in good faith, reasonably and promptly, with respect to all consents, approvals, and actions required or requested of it or taken by it hereunder or in connection with the development of the Subject Property. Whenever any approval, discretion, 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, delayed, conditioned, or exercised.

V. **Continuation Of Current Uses** Portions of the Subject Property are presently being used for agricultural and other related purposes. In reviewing the Petition for Annexation and this Annexation Agreement, the Village gave due consideration to the continuation of such current uses. Notwithstanding any provision of the Village's Zoning Ordinance or Subdivision Control Ordinance now in effect which may be in conflict with the current use of the Subject Property, such use shall be deemed to be a permitted legally conforming use under the Village's Zoning Ordinance and Subdivision Control Ordinance, and any buildings currently located on the Property may remain on the Property pending the redevelopment phase that necessitates their removal.

W. **Public Improvement Easements.** The Village shall cooperate with the Owner, and the Owner shall cooperate with the Village, in obtaining all necessary easements and shall grant Owner access to all Village-owned easements and rights-of-way to the extent permitted by law, to enable Owner's provision of sanitary sewer, water service and electrical service to the Property in accordance with the Owner's engineering plans. To the extent necessary, the Village will exercise its powers of eminent domain to acquire any such offsite easements at the Owner's expense. In the event the Village elects to exercise its powers of eminent domain, at the Owner's expense, then the Village's obligation to file a suit is conditioned upon the Owner posting a letter of credit in an amount equal to the greater of: (1) 125% of the valuation of the appraisal of the property to be condemned which the Village obtains prior to commencement of such proceeding,

or (2) 125% of the amount the Village offers to the property owner (which amount has been approved and accepted by Owner). Owner shall pay the costs and expenses incurred by the Village within thirty (30) days after receipt of invoice from the Village with supporting documentation including but not limited to the cost to acquire the property and the attorney's fees, experts' fees and all litigation costs and fees incurred by the Village. To the extent that any stormwater improvements are not currently in easements dedicated to the Village or benefitted parties, Owner shall dedicate easements for such stormwater facilities to the Village, at the Village's expense.

X. **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 Village shall use a good faith effort to respond in a timely manner and the same shall not be unreasonably withheld or delayed.

Y. **Special Assessments and Taxation.** Without the prior written consent of Owner, the Village shall not, within ten (10) years from the date of this Agreement:

- (1) levy against any real or personal property within the Property any special assessment or special service area tax for the cost of any improvements in or for the benefit of the Property except as specified herein; or
- (2) undertake any local improvements in, on or for the benefit of the Property pursuant to the imposition of a special assessment or special service area tax against the Property, or any portion thereof; or
- (3) levy or impose additional taxes on the Property, in the manner provided by law for the provision of special services to the Property or to an area in which the Property is located or for the payment of debt incurred in order to provide such special services.

Notwithstanding the foregoing, the Owner shall not object to the creation of a back-up special service area (SSA) which provides back up funds for the maintenance of any stormwater control systems within the Property when developed. The SSA shall be created prior to the sale of the first lot or building unit or lease of a building unit within the development to a party not related to the Owner. Nothing in this Agreement shall prevent the Village from levying or imposing additional property taxes upon the Property in the manner provided by law, which are applicable to and apply equally to all other properties within the Village except those which are the subject of an annexation or development agreement.

Z. **Waiver of any right to disconnect the Property from the Village.** The Owner hereby waives any right it may have, statutory or otherwise, to disconnect all or any portion of the Property from the Village's corporate boundaries under any circumstance.

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the date first above written.

ATTEST:

Elaine Fung  
Elaine Fung, Village Clerk

VILLAGE OF RINGWOOD, an Illinois municipal corporation

By: Richard E. Mack  
Rick Mack, Village President

HOME STATE BANK, AS TRUSTEE, UNDER AN AGREEMENT DATED APRIL 24, 1997 AND KNOWN AS TRUST 4527

By: Mark C. Weber  
Its \_\_\_\_\_  
MARK C. WEBER  
Vice President & Trust Officer

This instrument is executed by Home State Bank/National Association, Crystal Lake, IL, not personally but solely as Trustee as aforesaid. All the covenants and conditions to be performed hereunder by Home State Bank/National Association are undertaken by it solely as Trustee as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against Home State Bank/National Association by reason of any of the covenants, statements, representations or warranties contained in this instrument.

**ACKNOWLEDGMENTS**

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF MCHENRY    )

This instrument was acknowledged before me on February 17, 2025, by Rick Mack, the Village President of the **VILLAGE OF RINGWOOD**, an Illinois municipal corporation, and by Elaine Fung, the Village Clerk of said municipal corporation.

Given under my hand and official seal this 17<sup>th</sup> day of February, 2025.

Christina Walker  
Notary Public

My Commission expires: 05/05/2026

SEAL



STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF MCHENRY    )

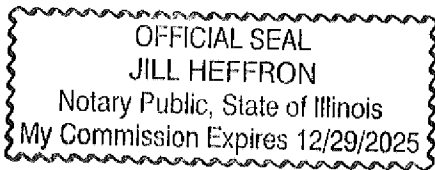
This instrument was acknowledged before me on January 27, 2025, by HOME STATE BANK, AS Trustee, UNDER AN AGREEMENT DATED APRIL 24, 1997 AND KNOW AS **TRUST 4527**

Given under my hand and official seal this 27 day of January, 2025.

Jill Heffron  
Notary Public

My Commission expires: 12/29/2025

SEAL



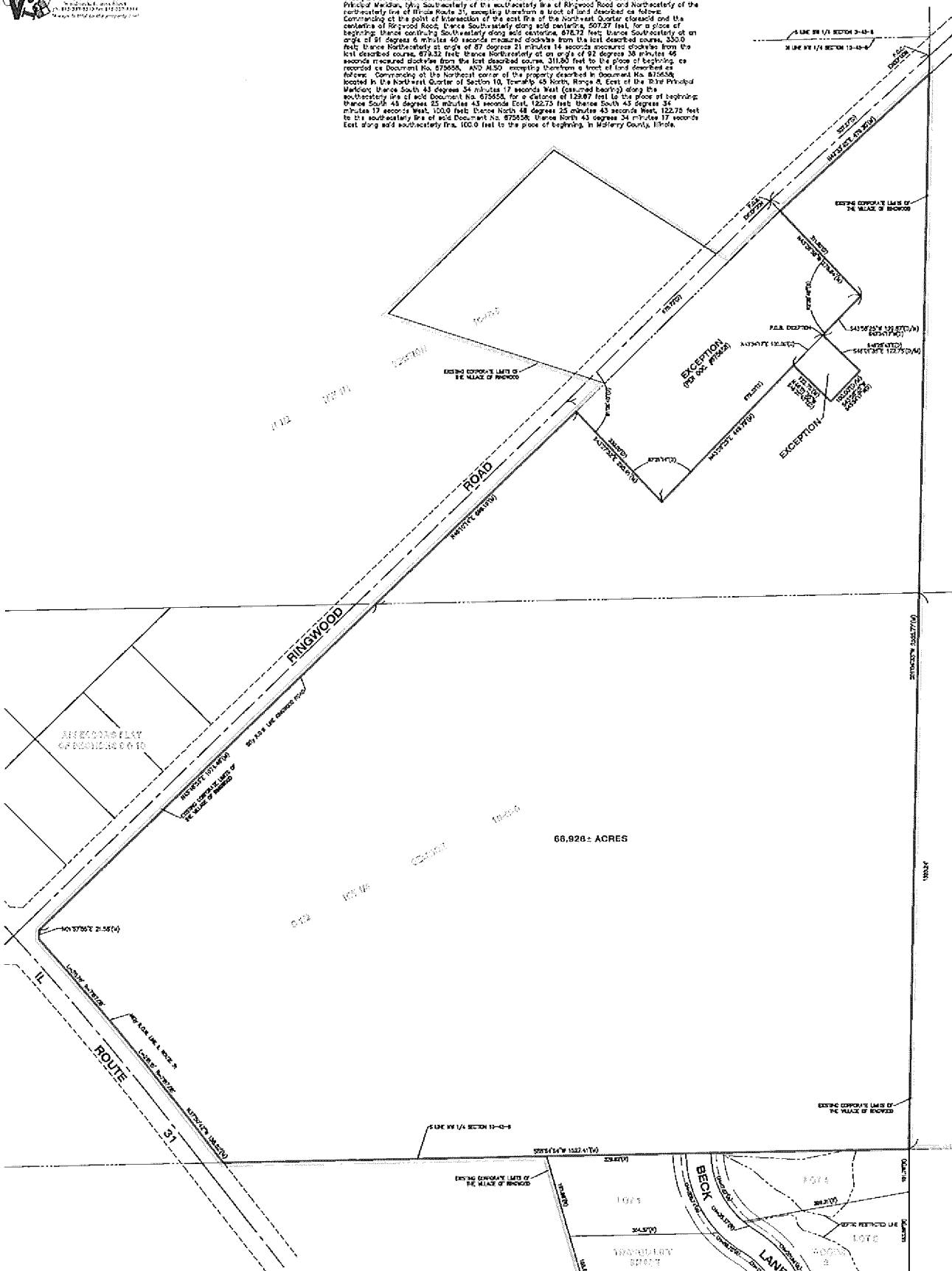
# EXHIBIT A

## PLAT OF ANNEXATION



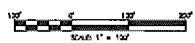
Vanderstappen  
Land Surveying, Inc.  
1718 N. W. 11th St.  
Tulsa, Oklahoma 74104  
918.438.2222  
www.vanderstappen.com

That part of the Northwest Quarter of Section 10, Township 45 North, Range 8, East of the Third Principal Meridian, lying Southwesterly of the southerly line of Ringwood Road and Northerly of the southerly line of Illinois Route 21, excepting therefrom a tract of land described as follows: Commencing at the point of intersection of the east line of the Northwest Quarter thereof and the centerline of Ringwood Road, thence Southwesterly along said centerline, 507.27 feet, for a place of beginning, thence continuing Southwesterly along said centerline, 876.72 feet, thence Southwesterly at an angle of 61 degrees 6 minutes 40 seconds measured clockwise from the last described course, 335.0 feet, thence Northerly at an angle of 87 degrees 21 minutes 14 seconds measured clockwise from the last described course, 876.32 feet, thence Northerly at an angle of 92 degrees 38 minutes 46 seconds measured clockwise from the last described course, 311.50 feet to the place of beginning, as recorded in Document No. 872658, AND ALSO excepting therefrom a tract of land described as follows: Commencing at the northeast corner of the property described in Document No. 817658, located in the Northwest Quarter of Section 10, Township 45 North, Range 8, East of the Third Principal Meridian, thence South 43 degrees 54 minutes 17 seconds West (azimuth bearing) along the southerly line of said Document No. 817658, for a distance of 129.87 feet to the place of beginning, thence South 43 degrees 25 minutes 43 seconds East, 122.73 feet, thence South 43 degrees 34 minutes 17 seconds West, 100.0 feet, thence North 48 degrees 25 minutes 43 seconds West, 122.75 feet to its southerly line of said Document No. 872658, thence North 43 degrees 34 minutes 17 seconds East along said southerly line, 100.0 feet to the place of beginning, in McIntire County, Illinois.



66,928± ACRES

LEGEND	
(---)	P.S.B. PLACE OF BEGINNING
(---)	P.S.B. PLACE OF COMPLETION
(---)	RESEARCHED
(---)	RECORDED
(---)	DATE

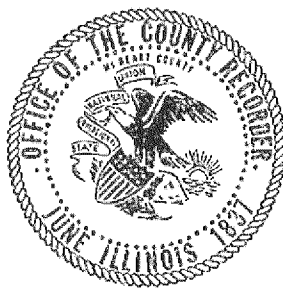


STATE OF ILLINOIS )  
COUNTY OF MCINTIRE )  
I hereby state that we have plotted the premises above described, and that this plat herein is a true representation of the said description.  
This is not a Boundary Survey  
Dated at Woodstock, McIntire County, Illinois 05/18 A.D., 2025.  
Vanderstappen Land Surveying, Inc.  
Design Firm No. 104-006788  
By: *[Signature]*  
Illinois Professional Land Surveyor No. 8567

CLERK, VILLAGE OF BROWN  
TRAFFIC SIGNS, ORDERED BY: JMS  
SCALE: 1"=100' SBC 10, T. 45, R. 28 E.  
BASED ON ILLINOIS EAST ZONE NAD83 (SAD)  
PLAT NO. 02-10-176-004  
JOB NO. 22022  
FIELDWORK COMPLETED BY: JMS  
DATE: 05/18/2025

## Plat of Annexation Legal Description

That part of the Northwest Quarter of Section 10, Township 45 North, Range 8, East of the Third Principal Meridian, lying Southeasterly of the southeasterly line of Ringwood Road and Northeasterly of the northeasterly line of Illinois Route 31, excepting therefrom a tract of land described as follows: Commencing at the point of intersection of the east line of the Northwest Quarter aforesaid and the centerline of Ringwood Road; thence Southwesterly along said centerline, 507.27 feet, for a place of beginning; thence continuing Southwesterly along said centerline, 678.72 feet; thence Southeasterly at an angle of 91 degrees 6 minutes 40 seconds measured clockwise from the last described course, 330.0 feet; thence Northeasterly at angle of 87 degrees 21 minutes 14 seconds measured clockwise from the last described course, 679.32 feet; thence Northwesterly at an angle of 92 degrees 38 minutes 46 seconds measured clockwise from the last described course, 311.80 feet to the place of beginning, as recorded as Document No. 675658, AND ALSO excepting therefrom a tract of land described as follows: Commencing at the Northeast corner of the property described in Document No. 675658; located in the Northwest Quarter of Section 10, Township 45 North, Range 8, East of the Third Principal Meridian; thence South 43 degrees 34 minutes 17 seconds West (assumed bearing) along the southeasterly line of said Document No. 675658, for a distance of 129.67 feet to the place of beginning; thence South 46 degrees 25 minutes 43 seconds East, 122.75 feet; thence South 43 degrees 34 minutes 17 seconds West, 100.0 feet; thence North 46 degrees 25 minutes 43 seconds West, 122.75 feet to the southeasterly line of said Document No. 675658; thence North 43 degrees 34 minutes 17 seconds East along said southeasterly line, 100.0 feet to the place of beginning, in McHenry County, Illinois.



## Rental Housing Support Program (RHSP) State Surcharge Exemption Declaration

Illinois law (55 ILCS 5/3-5018) requires that the Recorder collect a Rental Housing Support Program State surcharge for the recordation of any real estate-related document unless the entity recording the document is any State agency, any unit of local government or any school district.

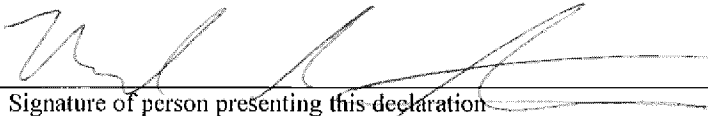
By checking this box and affixing my signature below, I hereby claim that the entity recording this document is a State agency, a unit of local government or a school district and thus claiming to be exempt from the Rental Housing Support Program State surcharge.

Village of Ringwood

\_\_\_\_\_  
Name of State agency, unit of local government or school district recording this document (Please Print)

Brad S. Stewart

\_\_\_\_\_  
Name of person presenting this declaration (Please Print)

  
\_\_\_\_\_  
Signature of person presenting this declaration

3/18/2025

\_\_\_\_\_  
Date

**RECORDER'S OFFICE STAFF:** Place this form at the end of the document. Do not charge for this form