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MCHENRY COUNTY RECORDER
PHYLLIS K. WALTERS

Phyllis K. Walters

VILLAGE OF RINGWOOD, ILLINOIS

STATE OF ILLINOIS)
) SS
COUNTY OF MCHENRY)

I, the undersigned, do certify that I am the duly elected 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. 96-10-5 being an ordinance adopted October 21, 1996, providing for approval of an annexation agreement.

IN WITNESS THEREOF, I have affixed hereto my official seal and signature this 6th day of December, 1996.


Village Clerk

96R 064502

✓ (MT)
RETURN TO: NARDOSIS + NARDOSIS, 213 W. LAKESHORE DR., CARY, ILL 60013

96-96-1110

2700

VILLAGE OF RINGWOOD,
ORDINANCE NO. 96- 10-5

AN ORDINANCE PROVIDING FOR APPROVAL
OF AN ANNEXATION AGREEMENT

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES
OF THE
VILLAGE OF RINGWOOD
THIS 21st DAY OF OCTOBER, 1996

Published in pamphlet form by authority
of the President and Board of Trustees
of the Village of Ringwood, McHenry County,
Illinois, this 21st day of October, 1996

PREPARED BY JOHN ROTH, 3431 W. ELM, MCHENRY, ILL.

96-96-1111

ORDINANCE NO. 96- 10-5

AN ORDINANCE PROVIDING FOR THE APPROVAL
OF AN ANNEXATION AGREEMENT

IN THE MATTER OF McHENRY STATE)
BANK, as Trustee under Trust)
No. 2385 FOR ANNEXATION OF LAND)
TO THE VILLAGE OF RINGWOOD,)
McHENRY COUNTY, ILLINOIS)

WHEREAS, McHENRY STATE BANK, as Trustee under Trust No. 2385, is the owner of the real estate described as follows:

That part of the Southwest Quarter of Section 10, Township 45 North, Range 8 East of the Third Principal Meridian, described as follows: Beginning at the intersection of the East line of said Southwest Quarter with the Northerly right of way line of State Route 31; thence Northwesterly along the Northerly right of way line of State Route 31, a distance of 298.87 feet; thence Northwesterly along said Northerly right of way line being along a curve to the right having a radius of 2082.2 feet and being tangent to the last described course a distance of 1.13 feet; thence Northerly parallel with the East line of the Southwest Quarter of said Section 10 a distance of 579.34 feet; thence Easterly at right angles of the last described course a distance of 274.45 feet to a point on the East line of said Southwest Quarter that is 700.50 feet Northerly of the place of beginning; thence Southerly along said East line being at right angles to the last described course a distance of 700.50 feet to the place of beginning, in McHenry County, Illinois.

Permanent Index # 09 10 326 003

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

WHEREAS, notice of publish hearing was published in the Northwest Herald, a newspaper of general circulation in the Village, within the time provided by law, notifying the public of a hearing on said proposed Annexation Agreement to be held before the Corporate Authorities of the Village of Ringwood, McHenry County, Illinois on the 12th day of August, 1996 at 7:30 p.m.; and

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

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

SECTION 1: The Annexation Agreement bearing the date of Ord. 2151, 1996, by and between the Village of Ringwood, a Municipal Corporation in the State of Illinois, and the MCHENRY STATE BANK, as Trustee under Trust No. 2385, be and the same is hereby approved. A complete and accurate copy of said Annexation Agreement is attached to this Ordinance and incorporated herein by reference as Exhibit "A".

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

SECTION 3: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED this 21st day of October, 1996.

AYES: Kevin Bauer, Wesley Bruce, Darrell Everett,
Lawrence Schmitt and President Richard Mack

NAYS: Michael Hogan and Martha Marti Swanson

ABSTAIN: -0-

ABSENT: -0-

NOT VOTING: -0-

APPROVED this 21st day of October, 1996.

VILLAGE OF RINGWOOD

By: Richard E. Mack
Richard Mack
Village President

ATTEST:

[Signature]
Village Clerk

F:\SANDY\ZONING\SPERRY\ANXAGR.ORD

96-96-1113

Draft #1 - 6/28/96
Draft #2 - 7/17/96
Draft #3 - 10/15/96
Draft #4 - 10/21/96
Draft #5 - 11/5/96

ANNEXATION AGREEMENT

THIS AGREEMENT made this 21st day of October, 1996, between the VILLAGE OF RINGWOOD, an Illinois Municipal Corporation (hereinafter referred to as the "Village") and MCHENRY STATE BANK, as Trustee under Trust #2385, titleholder of record (hereinafter referred to as the "Owner").

A. WHEREAS, the MCHENRY STATE BANK, as Trustee under Trust #2385 is the titleholder of record of the subject parcel being located in the unincorporated portion of McHenry County, Illinois, consisting of approximately 4 acres, more or less (hereinafter referred to as the "property"), said property legally described on Exhibit "A" attached.

B. WHEREAS, the property to be annexed consists of one contiguous tract of land which is not included within the corporate boundaries of any municipality, but is contiguous with and immediately adjacent to the corporate boundaries of the Village.

C. WHEREAS, it is the desire of the Village that the property to be annexed to the Village be developed in the manner hereinafter specified.

D. WHEREAS, the owner has heretofore filed with the Village Clerk a duly executed Petition for Approval of Annexation Agreement regarding the property which is the subject of this Annexation Agreement so that all the property may be developed in accordance with the terms and provisions hereinafter set forth.

E. WHEREAS, the annexation and development of the property for the uses and purposes herein provided will extend the corporate limits of the Village and the jurisdiction thereof, increase its taxable value, and will permit sound planning and aid in developing the Village as a more balanced and better planned community.

F. WHEREAS, proper legal notice has heretofore been served upon the appropriate districts, and other public officials as required by Section 7-1-1 of 65 ILCS 5, as amended.

NOW, THEREFORE, for and in consideration of the mutual premises, agreements and conditions herein contained, the parties hereto agree as follows:

1. AUTHORIZED EXECUTION: The foregoing recitals are true and correct and are incorporated by reference into and made a part of this Agreement. The parties executing this Agreement represent and warrant that they have been duly authorized to execute this

EXHIBIT "A"

96-96-1114

Agreement as the act and deed of such entity. The parties do further warrant acknowledge and understand that they have proposed that the property described in this Agreement be annexed in accordance with the terms and provisions of this Annexation Agreement to the Village of Ringwood.

2. ANNEXATION: Subject to the provisions of 65 ILCS 5/7-1-1, as amended, the parties respectively agree to do all things necessary or appropriate to cause said subject property to be duly and validly annexed to the Village as promptly as practicable after the approval of this Agreement. The Village, immediately upon the execution of this Agreement, shall exact without further hearing an ordinance annexing the subject property to the Village and shall receive from the Owner an accurate map of the property to be annexed and the Village shall thereafter record and file a certified copy of said ordinance and the aforesaid map with the Recorder of Deeds of McHenry County, Illinois, and the County Clerk.

3. ZONING OF PROPERTY: The Village hereby approves the uses and the lot areas, yard and bulk regulations described in Exhibit "B" attached hereto and made a part of this Agreement for the property, those uses to include the following:

- a. General commercial uses described in Exhibit "B".
- b. The continued use of the subject property as a single family residence. The existing residence on the property shall be allowed as a permitted use for so long as the residence continues to be utilized as a single family residence. Accessory uses and structures shall be permitted as otherwise allowed by Village Ordinance.
- c. Immediately after the passage of the ordinance annexing the property, the Village, without further notice or hearing shall adopt an ordinance granting the property the zoning uses declared in paragraphs 3(a) and 3 (b) of this Agreement.

4. DURATION: The terms, conditions and covenants of this Agreement shall be binding upon the parties hereto and their successors and assigns, for the period of twenty years from the date thereof, or any amendment hereof, and for any additional period or periods as may be permitted by statute as hereinafter amended, by valid ordinance of the Village.

5. PLAN OF DEVELOPMENT: After the passage of the Ordinance annexing the property, the corporate authorities shall cause to be adopted amendments to Village Ordinances as applicable or as may be needed in order to allow the property to be used in conformance with the uses described herein and set forth in Exhibit "B". Use of the property for mini-warehouses shall be in conformity with the

Concept Plan prepared by Schmitt Engineering dated October 2nd, 1996 and attached hereto and made a part of this Annexation Agreement marked as Exhibit "C". Owner agrees that the color of the mini warehouse building set forth on the Concept Plan shall be earth tones. The natural vegetation existing as of the date of this Annexation Agreement shall remain in place for screening purposes and shall not be removed or altered by owner without the consent of the Village Board. It is the expressed intent of the Village that the property be limited to the construction of one and only one mini warehouse building on the subject property in accordance with the Concept Plan. Customer access to the mini warehouse building shall terminate at 8:00 p.m. Lighting of the mini warehouse building shall be unobtrusive and ascetically pleasing.

6. PRELIMINARY AND FINAL PLATS: Preliminary and Final Plats of any proposed subdivision of the property shall be submitted in accordance with the applicable Village Ordinance in effect at the time of any proposed subdivision that might otherwise be governed by Village Ordinance.

7. MINOR MODIFICATIONS: It is understood by the parties hereto that minor variations, modifications, or deviations from the Concept Plan (Exhibit "C") may be necessary in order to solve engineering layout and design problems or other problems not reasonably foreseeable at that time. Any such minor variations, modifications or deviations shall be brought before the Village Board for approval and the Village Board agrees that it will not unreasonably withhold its consent to such minor variations, or deviations from the Concept Plan that are otherwise necessary to solve engineering layout and design problems not reasonably foreseeable at time of approval of this Annexation Agreement.

8. VILLAGE APPROVALS: Whenever any approval, discretion or consent of the Village of any of its departments, officials, employees, agents or representatives is required under this Agreement the same shall not be unreasonably delayed or exercised.

9. BUILDING PERMITS: FEES AND STOP ORDERS: Subject to the owners' payment of all applicable fees and charges and compliance in all respects with all applicable State and Federal laws and provisions of Village ordinance then in effect, it is agreed by the Village that it will:

- (a) Issue all building permits within a reasonable period of time after submission, or advise the owners of their assignees or successors in title, in writing as to revisions required to be made in order to obtain approval.
- (b) Issue or cause to be issued no stop orders without 72 hours prior written notice to owners, or their assignees

or successors in title, unless such stop order states that a clear and present danger exists requiring immediate stoppage of work and stating the nature of such clear and present danger. Such notice shall state the reasons for issuance of such stop order and the corrective action required in order to comply with the Village's ordinances or other valid regulations. Unless other building trades or contractors working on any building or premises are directly involved in or affected by said stop order, they shall not be required to stop their particular phase of work.

10. PUBLIC WAY EASEMENTS: The Village shall grant the owner, or assignees or successors in title without charge, the necessary public way easements, licenses and permits as may be required across Village owned or controlled property for the construction, installation and repair of customary utility mains and other facilities and services that are required for subdivision improvements and development. The owners agree to repair and replace any Village property damaged or disturbed by reason of its work in connection with the foregoing in a manner satisfactory to the reasonable requirements of the Village. The right-of-way locations of such public way easements shall be subject to approval as to location by the Village.

11. ANNEXATION FEES: The Village and Owner agree that no annexation fees and no retained personnel fees are to be paid pursuant to this Annexation Agreement.

12. FUTURE VILLAGE ORDINANCES: It is understood that should the Village enact any less or more restrictive ordinances or resolutions during the term of this Agreement, or any extension thereof that may be applicable to the subject property, that such ordinances and resolutions shall also apply to the subject property and to the development and improvement thereof, in a non-discriminatory basis. No such ordinance or resolution, however, shall adversely or materially affect the Zoning of the property described in paragraph 3 herein.

13. OCCUPANCY PERMITS: The Village agrees to issue promptly upon application therefor a certificate of occupancy for each building or unit thereof as such building or unit thereof is completed and ready for occupancy in accordance with the ordinances of the Village.

14. EXISTING AGRICULTURAL USES: Existing and future agricultural uses as would otherwise be permitted by the McHenry County, Illinois Zoning Ordinance as adopted by McHenry County, Illinois are allowed.

15. AGREEMENT BY MUTUAL CONSENT: The Village and the Owners may, by mutual consent, amplify, modify or otherwise agree to terms and conditions other than those set forth within this Agreement.

16. ENFORCEMENT REMEDIES: Upon a breach of this Agreement, any of the parties may secure the specific performance of the covenants and agreements herein contained and be awarded damages for failure of performance, or may exercise any other remedy available at law or equity. Before any failure of any party to this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, by certified mail, return receipt requested, the party alleged to have failed to perform and performance shall be demanded.

17. CONTINUITY OF OBLIGATIONS: This Agreement shall inure to the benefit of and be binding upon the assignees and successors in title of the Owner, and upon successor corporate authorities of the Village.

18. VENUE: In the event that any legal action arising out of this Agreement is instituted by the parties hereto, the venue for such action shall be restricted to the Circuit Court of the 19th Judicial Circuit, McHenry County and no action shall be brought by the parties hereto, their successors or assigns in any Federal Court.

19. SIGNS: The Owner shall have the right to post one or more signs all in accordance with the applicable Village Ordinance at the time of construction of said sign. In the event a sign is to be erected prior to the enactment of any Village Sign Ordinance then the Owner shall be subject to the terms and provisions of all applicable sign ordinances passed and approved by the McHenry County Board for McHenry County, IL. The owner shall have the right to post one sign on the property in accordance with Village Ordinance. In the absence of any applicable Village Ordinance governing the erection of the sign, approval of the sign shall be by Village Board.

20. SEPARABILITY OF PROVISIONS: The provisions of this Agreement shall be deemed to be separable, and if any section, paragraph, clause, provision or item of this Agreement shall be held invalid, the invalidity of such section, paragraph, clause, provision or item shall not affect any other provision of this Agreement.

21. NOTICES: Unless otherwise notified in writing, all notices, requests and demands shall be in writing and shall be delivered to or mailed by Certified Mail, Return Receipt Requested, as follows:

FOR THE VILLAGE:

Village Clerk
Village of Ringwood

Ringwood, IL 60072

FOR THE VILLAGE'S ATTORNEY:

Bernard Narusis
Narusis & Narusis
213 W. Lake Shore Drive
Oakwood Hills
Cary, IL 60013

FOR THE OWNER:

McHenry State Bank, as
Trustee under Trust #2385
3510 W. Elm St.
McHenry, IL 60050

and also

DUANE & MARY SPERRY
4408 IL Rt. 31
Ringwood, IL 60072

FOR THE OWNER'S ATTORNEY:

John Roth
Diamond, LeSueur, Roth
& Feetterer, P.C.
3431 W. Elm St.
McHenry, IL 60050

Notices shall be deemed effectively given as of the date which is two business days following the date of the post mark by U.S. Postal Service or as of the date of facsimile, if delivered by facsimile. Notice by facsimile is permitted if the facsimile is sent to a party's recognized and customary facsimile number.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be duly executed the day and year first above written.

VILLAGE OF RINGWOOD,
an Illinois Municipal Corporation

By: Richard E. Mack
Village President

VILLAGE OF RINGWOOD
CORPORATE
ATTEST:

[Signature]
Village Clerk

McHENRY STATE BANK, as
Trustee under Trust #2385

By: Robert J. Hoffman
Its Trust Officer

ATTEST:

Thomas N. Houch

THOMAS N. HOUGH
VICE PRESIDENT & TRUST OFFICER

Duane Sperry
DUANE SPERRY

Mary Sperry
MARY SPERRY

JOHN ROTH
DIAMOND, LeSUEUR, ROTH & FEETTERER, P.C.
3431 W. Elm St.
McHenry, IL 60050
815 385 6840

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EXHIBIT "A"

That part of the Southwest Quarter of Section 10, Township 45 North, Range 8 East of the Third Principal Meridian, described as follows: Beginning at the intersection of the East line of said Southwest Quarter with the Northerly right of way line of State Route 31; thence Northwesterly along the Northerly right of way line of State Route 31, a distance of 298.87 feet; thence Northwesterly along said Northerly right of way line being along a curve to the right having a radius of 2082.2 feet and being tangent to the last described course a distance of 1.13 feet; thence Northerly parallel with the East line of the Southwest Quarter of said Section 10 a distance of 579.34 feet; thence Easterly at right angles of the last described course a distance of 274.45 feet to a point on the East line of said Southwest Quarter that is 700.50 feet Northerly of the place of beginning; thence Southerly along said East line being at right angles to the last described course a distance of 700.50 feet to the place of beginning, in McHenry County, Illinois.

Property Index Number: 09 10 326 003

EXHIBIT "B"

General Business District: The uses permitted in this district are intended to provide businesses and services and services that satisfy neighborhood shopping needs as well as regional needs. This district shall take into consideration good traffic circulation and parking. Particular attention shall be paid to the appearance of this visible zoning district.

The following uses shall be permitted in General Business Districts:

Accountant
Administrative
Advertising Agency
Antique Sales
Appliance - Sales
" - Service
Art Gallery - Sales and Studio
Athletic Field
Auction, House
Automobile - Parts & Supplies

Bakery
Bank: Savings & Loan Association
(also see Financial Institution)
Barber/Beauty Shop
Beverages: Wholesale
Bicycle Shop
Blueprint: Photostat & Copy Shop
Bookstore
Bowling Alley
Broadcasting: Station & Studio
Business Machine: Sales
" " Service

Cafeteria
Camera Shop
Catalog Sales - Office
Caterer
Church or Place of Worship
Cleaners (Clothing)
Clinic: Medical, Chiropractic, Dental, Eye Care
Clothing Sales
Club or Lodge
Craft Shop
Currency Exchange
Convenience Store

Dancing School
Decorating Studio
Department Store
Drug Store

Employment Office
Engineering Office
Exterminating & Fumigating Shop

Financial Institution (see also Bank)
Floor Covering Sales
Fire Station & Public Rescue Squad
Florist
Funeral Home
Furnace & Water Heater Sales & Service
Furniture: Sales
 Repair & Refinishing

Gift Shop
Glass & Mirror Supply
Golf Driving Range or Mini-Golf
Greenhouse: Commercial Nursery Center
Grocery: Supermarket
 Convenience Store

Hardware Store
Health Food Store
Health Club, Gymnasium, Reducing Salon
Hotel (see also Motel)
Household - Appliances: Sales & Repair

Ice Cream Shop
Income Tax Service
Insurance Agency
Interior Decorator

Janitorial Services
Jewelry, Retail

Leather Goods, Retail
Liquor Store
Locksmith

Martial Arts Instruction
Manufacturer's Agent Office
Markets: Fish, Fruit, Meat or Vegetables
Mini-warehouses
Motel (see also Hotel)
Municipal Buildings
Museum
Music: Record or Instrument Store

Newspaper: Publisher
Nursery (see also Greenhouse)

Offices: Administrative Purposes
 Business & Professional Services
Office Supplies, and Stationery
Optician

Paint & Wallpaper Store
Park or Open Space
Pet Shop
Pharmacy
Photograph Studio
Plumbing Supplies & Fixture Sales
Police Station
Post Office

Real Estate Sales Office
Rental Service Store
Restaurant: Dine-in
Retail: General
Roller Skating Rink
Second Hand Store
Shoe Sales or Repair
Sporting Goods (Retail)
Stockbroker
Storage: Self Storage - Storage Facility
 Equipment
 Any Outside
Stores: Wholesale
Swimming Pool: Supplies & Service

Tailor
Tanning Spa
Taxidermist
Tennis or Racquetball
Title Company
Tool Grinding & Sharpening
Toy Store
Travel Agency

Upholsterer

YMCA, YWCA
Yard & Garden Equipment; Sales & Service

That the following lot area, yard and bulk regulations shall apply to General Business Districts:

LOT AREA, YARD AND BULK REGULATIONS

GENERAL BUSINESS DISTRICT:

Minimum Lot Area	1 acre
Minimum Lot Width	150 feet
Minimum Yard Abutting a Street	30 feet
Minimum Rear Yard	20 feet
Minimum Side Yard	20 feet
Minimum Transitional yard	50 feet
Maximum Lot Coverage	35%
Height of Principal Uses	35 feet
Stories	2 stories
Height of Accessory Use	1 story

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96-96-1125