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McHENRY COUNTY RECORDER
PHYLLIS K. WALTERS

Phyllis K. Walters

VILLAGE OF RINGWOOD, ILLINOIS

97R 003359

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. 96-12-1 being an ordinance adopted December 16, 1996, providing for the approval of an annexation agreement.

IN WITNESS THEREOF, I have affixed hereto my official seal and signature this 20th day of January, 1997.


Village Clerk

22.00

97-05-2454

VILLAGE OF RINGWOOD
ORDINANCE NO. 96-12-1

AN ORDINANCE PROVIDING FOR THE APPROVAL
OF AN ANNEXATION AGREEMENT

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF RINGWOOD THIS 16TH DAY OF DECEMBER, 1996

Published in pamphlet form by authority
of the President and Board of Trustees
of the Village of Ringwood, McHenry County,
Illinois this 16TH day
of DECEMBER, 1996.

ORDINANCE NO. 96-12-1
AN ORDINANCE PROVIDING FOR THE APPROVAL
OF AN ANNEXATION AGREEMENT

WHEREAS, Modine Manufacturing Company is the record owner of the real estate legally
described on the attached Exhibit "A"; and,

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

WHEREAS, notice of public hearing was published in the Northwest Herald, a newspaper
of general circulation in the Village, within the time provided by law, notifying the public of a hearing
on said proposed Annexation Agreement to be held before the Corporate Authorities of the Village
of Ringwood, McHenry County, Illinois on the 16TH day of DECEMBER,
1996 at 7:30 PM; and

WHEREAS, the Corporate Authorities of the Village of Ringwood have held the hearing 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;

✓(M)

This instrument prepared by
Bernard V. Morris, 213 West Lakeside Drive, Cary, Illinois 60013

97-05-2455

Now, therefore, be it ordained by the President and Board of Trustees of the Village of Ringwood, McHenry County, Illinois, as follows:

SECTION 1. The Annexation agreement bearing the date of OCTOBER 23, 1996, by and between the Village of Ringwood, a Municipal Corporation in the State of Illinois, and Modine Manufacturing Company 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 "B".

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 16TH DAY OF DECEMBER, 1996.

AYES: SCHMITT, HOGAN, SWANSON, BAUER, MACK

NAYS: NONE

ABSTAIN: NONE

ABSENT: BRUCE, EVERETT

NOT VOTING: _____

APPROVED THIS 16TH DAY OF DECEMBER, 1996.

Richard E. Mack
VILLAGE PRESIDENT



LOT 3 OF THE COUNTY CLERK'S PLAT OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 45 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 6, 1902 AS DOCUMENT NUMBER 14080 IN BOOK 2 OF PLATS, PAGE 33, IN MCHENRY TOWNSHIP, MCHENRY COUNTY, ILLINOIS AND CONTAINING 40.74 ACRES.

EXHIBIT 'A'

97-05-2457

ANNEXATION AGREEMENT

THIS AGREEMENT, made and entered into this 23rd day of October, 1996, by and between the VILLAGE OF RINGWOOD, ILLINOIS, a Municipal Corporation in the State of Illinois, (hereinafter referred to as "Village"), by and through its Corporate Authorities, (hereinafter referred to collectively as "Corporate Authorities"), and MODINE MANUFACTURING COMPANY, an Illinois corporation (hereinafter referred to as "Owner").

WITNESSETH:

WHEREAS, Owner is the record title owner of the real estate legally described on the attached Exhibit A. (Hereinafter referred to as "Premises").

WHEREAS, Premises are contiguous to the corporate limits of the VILLAGE OF RINGWOOD, ILLINOIS and is not within the corporate boundaries of any other City or Village and has no electors residing thereon;

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

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

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

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

WHEREAS, the Owner has requested that the Premises be zoned as provided in the I-1 zoning district classification under the 1994 McHenry County Zoning Ordinance because the Village has not adopted a comprehensive zoning ordinance, and the Corporate Authorities have conducted a public hearing, pursuant to statutory notice, in connection with the Owner's zoning request (because no Village Zoning Board of Appeals has been created); and

WHEREAS, because the Village provides neither library nor fire protection services, and no Township roads are to be annexed by Village pursuant to this annexation, no notices are therefore required by statute to be given to any Library District, Fire Protection District or Township Authority.

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

1. That the representations and recitals set forth in the foregoing preamble are material to this Agreement and the parties hereby conform and declare their truth and validity, and hereby incorporate such representations and recitals into this Agreement.
2. This Agreement is made pursuant to and in accordance with the provisions of Section 5/11-15.1-1, et. seq. Of the Illinois Municipal Code, Chapter 65, Illinois Compiled Statutes, as amended; that said statutory provisions provide for annexation agreements to be entered into between private citizens and/or corporations and municipalities; that all of the requirements of the

Illinois Compiled Statutes and specifically Section 5/11-15.1-3 of the Illinois Municipal Code, Chapter 65, Illinois Compiled Statutes, as amended, in regard to publication and notice have been met prior to the date of this Agreement.

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

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

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

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

7. That the Corporate Authorities agree to enact simultaneously with the execution of this Agreement, an Ordinance to classify said Premises as "I-1" - Light Industry District Zoning Classification in accordance with the terms and provisions of the 1994 McHenry County Zoning Ordinance.

8. The parties agree that the Premises may continue to be used for the agricultural uses for which it is presently being utilized and that said uses shall survive the termination of this

Agreement as provided by statute. All existing agricultural uses shall be considered legal, non-conforming uses and all buildings and residences shall be considered legal, non-conforming buildings within the meaning of any Comprehensive Zoning Ordinance hereinafter adopted by VILLAGE OF RINGWOOD, ILLINOIS.

9. No park, school or library donations, and no annexation fees shall be required by reason of the annexation of Premises to the Village unless said Premises, or any part thereof, is used for residential purposes (except for the use of any existing residential home now situated on Premises) in which case such fees shall be paid as provided from time to time by Village Ordinance.

10. No change or modification of any ordinance, code or regulation shall be applied during the term of this Agreement so as to affect the aforesaid I-1 zoning classification of Premise, and the uses permitted thereunder by the 1994 McHenry County Zoning Ordinance in effect as of the date of this Agreement as hereinbefore provided. Upon expiration of the term of this Agreement, and thereafter, there shall continue to be no change or modification of any ordinance, code or regulation so as to affect the aforesaid I-1 zoning classification of Premises or the permitted uses thereunder, without the written consent of Owner. Except as modified by the terms and provisions of this Agreement, the owner shall comply in all respects with the conditions and requirements of all applicable ordinances of the VILLAGE OF RINGWOOD, ILLINOIS 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.

11. This Agreement shall inure to the benefit of and be binding upon the successors in title and assigns of the Owner, and each of them, and upon the successor Corporate Authorities and successor Municipalities of the VILLAGE OF RINGWOOD, ILLINOIS.


12. This Agreement shall be valid and binding for a term of twenty (20) years from the date of its execution.

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

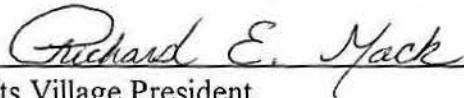
14. If any provision of this Agreement is held to be invalid by any court of competent jurisdiction, such provision shall be deemed to be excised from this Agreement, and the invalidity thereof shall not affect any of the other provisions contained herein.

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

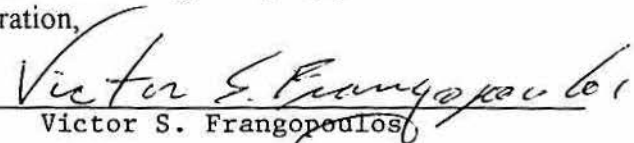



Village Clerk
(SEAL)

VILLAGE OF RINGWOOD, ILLINOIS

BY: 
Its Village President

Modine Manufacturing Company,
a Corporation,


BY: 
Victor S. Frangopoulos
Its Group Vice President,
Off-Highway Products

ATTEST:


Asst. Secretary, D. R. Zakos

WISCONSIN)
STATE OF ILLINOIS)
RACINE) SS.
COUNTY OF WILKINSON)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named _____, respectively Victor S. Frangopoulos and D. R. Zakos of Modine Manufacturing Company, a corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Group Vice President, Off-Highway Products and _____ Asst. Secretary, respectively, appeared before me this day in person and severally acknowledged that they signed and delivered said instrument as their own free and voluntary act of said Corporation, for the uses and purposes therein set forth and that said D. R. Zakos _____, as Custodian of the Corporate Seal of said Corporation, caused the Corporate Seal of said Corporation to be affixed to said instrument as his own free and voluntary act and as the free and voluntary act of the Corporation for the uses and purposes therein set forth.


Marilyn Schmitt, Notary Public

My Commission Expires: November 10, 1996

97-05-2463

LOT 3 OF THE COUNTY CLERK'S PLAT OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 45 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 6, 1902 AS DOCUMENT NUMBER 14080 IN BOOK 2 OF PLATS, PAGE 33, IN MCHENRY TOWNSHIP, MCHENRY COUNTY, ILLINOIS AND CONTAINING 40.74 ACRES.

EXHIBIT 'A'

97-05-2464