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July 15, 1998

Rick Mack, Village President
5109 N. Ridgeway
Ringwood, Illinois 60072

Re: Gaylor Annexation

Dear Rick:

I enclose herewith for insertion into the permanent records of the Village a certified copy of the ordinance providing for the approval of the Annexation Agreement together with a copy of the Annexation Agreement attached thereto, all of which were recorded in the McHenry County Recorder of Deeds office on May 28, 1998 as document N^o 98R 32931.

Sincerely,



Bernard V. Narusis

BVN/bd
Enclosure

*FAT,
YOUR COPY - Please file*

26

98R00032931

VILLAGE OF RINGWOOD, ILLINOIS

1998-05-28 15:32:54

RECORDING FEE: 97.00
PAGES: 30

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. 97-12-1 being an ordinance adopted December 15, 1997, providing for the annexation of certain described real estate to the Village of Ringwood, Illinois.

IN WITNESS THEREOF, I have affixed hereto my official seal and signature this 12 th day of Jan, 1998.

Patricia A. Walo
Village Clerk



97.00

VILLAGE OF RINGWOOD
ORDINANCE NO. 97-12-1

AN ORDINANCE PROVIDING FOR THE APPROVAL
OF AN ANNEXATION AGREEMENT

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF RINGWOOD THIS 15TH DAY OF DECEMBER, 1997

Published in pamphlet form by authority
of the President and Board of Trustees
of the Village of Ringwood, McHenry County,
Illinois this 15th day of December, 1997.

ORDINANCE NO. 97-12-1
AN ORDINANCE PROVIDING FOR THE APPROVAL
OF AN ANNEXATION AGREEMENT

WHEREAS, Robert E. Gaylor, Morna K. Gaylor, Robert W. Gaylor and Joanne A. Gaylor
are the record owners 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.

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;



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 December 15, 1997, by and between the Village of Ringwood, a Municipal Corporation in the State of Illinois, and Robert E. Gaylor. Morna K. Gaylor, Robert W. Gaylor and Joanne A. Gaylor 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 15TH DAY OF DECEMBER, 1997.

AYES: Swanson, Bauer, Bruce, Hogan and Kepes

NAYS: None

ABSTAIN: None

ABSENT: Everett

NOT VOTING: None

APPROVED THIS 15TH DAY OF DECEMBER, 1997.

Richard E. Mack
VILLAGE PRESIDENT



Patricia A. Malo
VILLAGE CLERK

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 45 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES, 51 MINUTES, 52 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER, FOR A DEED DISTANCE OF 1345.60 FEET (1345.55 FEET MEASURED); THENCE NORTH 0 DEGREES, 33 MINUTES, 12 SECONDS WEST, 15.44 CHAINS (1019.04 FEET); THENCE NORTH 89 DEGREES, 41 MINUTES, 54 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTH 15.44 CHAINS (1019.04 FEET) OF SAID SOUTHEAST QUARTER, FOR A DISTANCE OF 41.73 FEET TO THE PLACE OF BEGINNING; THENCE NORTH 89 DEGREES, 41 MINUTES, 54 SECONDS WEST, 959.01 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY; THENCE NORTHWESTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE ALONG A CURVE, HAVING A RADIUS OF 3075.76 FEET (AS SAID CURVE IS CONVEXED TO THE SOUTHWEST), FOR AN ARC DISTANCE OF 998.00 FEET TO A POINT OF TANGENCY; THENCE NORTH 0 DEGREES, 58 MINUTES, 25 SECONDS WEST ALONG SAID EASTERLY RIGHT OF WAY LINE, 101.86 FEET; THENCE SOUTH 85 DEGREES, 23 MINUTES, 46 SECONDS EAST, 1151.02 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 31; THENCE SOUTH 0 DEGREES, 08 MINUTES, 50 SECONDS WEST ALONG SAID RIGHT OF WAY LINE, 20.00 FEET; THENCE SOUTH 0 DEGREES, 33 MINUTES, 12 SECONDS WEST ALONG SAID RIGHT OF WAY LINE, 972.26 FEET TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

EXHIBIT "A"

98-52-2380

State of Illinois)
County of McHenry)
Village of Ringwood)

ANNEXATION AGREEMENT

THIS AGREEMENT made and entered into this 15th day of December, 1997, by and between the VILLAGE OF RINGWOOD, a municipal corporation, in the State of Illinois (hereinafter referred to as the "Village"), Robert W Gaylor, Joanne A. Gaylor, Robert E. Gaylor and Morna K. Gaylor ("Owners" and/or "Developers"):

WHEREAS, Robert W. Gaylor, Joanne A. Gaylor, Robert E. Gaylor and Morna K. Gaylor will hereinafter sometimes be referred to collectively as "Owners" and/or "Developers"); and

WHEREAS, Robert W. Gaylor, Joanne A. Gaylor, Robert E. Gaylor and Morna K. Gaylor are the owners of record of the following described real estate (hereinafter referred to as the "Subject Property"):

That part of the Southeast Quarter of Section 4, Township 45 North, Range 8 East of the Third Principal Meridian, described as follows: Commencing at the Southeast corner of said Southeast Quarter; thence North 89 degrees, 51 minutes, 52 seconds west along the South line of the Southeast Quarter, for a deed distance of 1345.60 feet (1345.55 feet measured); thence North 0 degrees, 33 minutes, 12 seconds west, 15.44 chains (1019.04 feet); thence North 89 degrees, 41 minutes, 54 seconds west along the north line of the South 15.44 chains (1019.04 feet) of said Southeast Quarter, for a distance of 41.73 feet to the place of beginning; thence North 89 degrees, 41 minutes, 54 seconds west, 959.01 feet to a point on the easterly right of way line of the Chicago and Northwestern Railway Company; thence northwesterly along said easterly right of way line along a curve, having a radius of 3075.76 feet (as said curve is convexed to the southwest), for an arc distance of 998.00 feet to a point of tangency; thence North 0 degrees, 58 minutes, 25 seconds west along said easterly right of way line, 101.86 feet; thence South 85 degrees, 23 minutes, 46 seconds east, 1151.02 feet to a point on the westerly right of way line of Illinois Route 31; thence South 0 degrees, 08 minutes, 50 seconds west along said right of way line, 20.00 feet; thence South 0 degrees, 33 minutes, 12 seconds west

along said right of way line, 972.26 feet to the place of beginning, in McHenry County, Illinois.

WHEREAS, Robert W. Gaylor, Joanne A. Gaylor, Robert E. Gaylor and Morna K. Gaylor have full knowledge of the contents of this Agreement, have authority to execute this Agreement and consent to the requests made herein; and

WHEREAS, the Subject Property constitutes approximately 23.75 acres more or less, said property is presently vacant and located on the west side of Route 31 approximately 300 feet north of the Johnsburg Business Park and across the street at the southwest corner of Mann Subdivision, in McHenry Township, McHenry County Illinois; said property is contiguous to the VILLAGE OF RINGWOOD and constitutes property which may be annexed to the VILLAGE OF RINGWOOD, Illinois as provided in Sections 5/11-15.1 et seq. of the Illinois Municipal Code (Chapter 65, Illinois Compiled Statutes, 1994) as amended, of the State of Illinois; and

WHEREAS, the Developers of said property intend to develop said real estate in accordance with the terms and provisions of this Annexation Agreement and the Ordinances of the VILLAGE OF RINGWOOD; and

WHEREAS, the Subject Property is located within the McHenry Township Fire Protection District, the McHenry Township Road District and the Johnsburg Library District; and

WHEREAS, the Trustees of said Districts as well as the McHenry Township Highway Commissioner and McHenry Township Trustees and Supervisor, were notified by Certified Mail at least ten (10) days in advance of any action taken with respect to the Annexation of said property; and

WHEREAS, an affidavit that said notice was served in accordance with the applicable statute was filed with the Village, and has been filed with the Recorder of Deeds of McHenry County, Illinois; and

WHEREAS, said Owner and Developers desire to have said property annexed to the Village of Ringwood, upon certain terms and conditions herein set forth; and

WHEREAS, the Corporate Authorities of the Village of Ringwood, after due and careful consideration, have concluded that the annexation of said real estate to the Village would further the growth of the Village, enable the Village to control the development of the area, and serve the best interest of the Village; and

WHEREAS, pursuant to the provisions of the applicable Village Ordinances and the Statutes of the State of Illinois, public hearings were held, pursuant to property notice, before the Village's Plan Commission and Zoning Board of Appeals and the recommendation of said bodies were submitted to the Corporate Authorities for their consideration; and

WHEREAS, pursuant to the provisions of Section 5/11-15.1 et seq. of the Illinois Municipal Code (Chapter 65, Illinois Compiled Statutes, 1994), a proposed Annexation Agreement was submitted to the Corporate Authorities of the Village of Ringwood, and a public hearing was held thereon before the Village Board of Trustees of the Village of Ringwood, pursuant to notice, as provided by statute, of the State of Illinois.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS HEREBY AGREED BY AND AMONG THE VILLAGE AND THE OWNER AND DEVELOPERS AS FOLLOWS:

1) That this Agreement is made pursuant to and in accordance with the provisions of Section 5/11-15.1 et seq. of the Illinois Municipal Code (Chapter 65, Illinois Compiled Statutes, 1994); that said statutory provisions provide for annexation agreements to be entered into between owners of record and municipalities; that all of the requirements of the Illinois Compiled Statutes and specifically, 5/11-15.1 et seq. of the Illinois Municipal Code (Chapter 65, Illinois Compiled Statutes, 1994), in regard to publication and notice have been met prior to the date fixed for the hearing on the proposed agreement.

2) The recitals set forth hereinabove are incorporated by reference.

3) That this Agreement is entered into after a public hearing before the Corporate Authorities of the Village of Ringwood, which hearing was held 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 the Subject Property to the Village of Ringwood, Illinois, upon the terms and conditions described in this Agreement

5) That the Owner of the Subject Property has filed with the Village Clerk of Ringwood a proper Petition for Annexation conditioned upon the terms and provisions of this Agreement to annex the real estate referred to previously as described hereinabove.

6) That the Corporate Authorities, contemporaneously with the approval of this Agreement will, pursuant to the Petition for Annexation filed herein, enact an ordinance annexing

the Subject Property as previously legally described herein, and also any adjacent roads and highways, as required by law.

7) *That the Subject Property is currently located outside the Corporate Limits of the Village of Ringwood, in the County of McHenry and State of Illinois and is contiguous to the corporate boundaries of said Village.*

8) *That immediately upon the annexation of the Subject Property, the Corporate Authorities shall adopt an ordinance amending the Village Comprehensive Plan and the Village 2010 Land Use Plan by changing the land use designation of Subject Premises from "Rural Residential" to "Industrial" (Non-Manufacturing).*

9) *That upon annexation of the Subject Premises the Corporate Authorities shall adopt an ordinance granting zoning uses, conditional uses and variations to the Subject Property as hereinafter set forth.*

a) *Zoning the Subject Premises I-1, Light Industry zoning district classification within the meaning of the McHenry County Zoning Ordinance, 1996, which is incorporated herein by reference.*

b) *Allowing thereon the McHenry County Zoning Ordinance B-3 General Business District uses permitted by right and, in addition thereto, the uses permitted as a conditional use (except amusement park, commercial beach heliport, commercial kennel) if granted by the Corporate Authorities subsequent to compliance with the hearing processes before the Zoning Board of Appeals and conditions applied; the table of such uses from the McHenry County Zoning Ordinance is attached hereto as Exhibit "A".*

c) *Granting to Lot 13 (as depicted on the Conceptual Plan attached hereto as Exhibit "B") a conditional use permit for outdoor storage of commercial equipment and vehicles in accordance with Concept Plat of Subdivision, attached hereto as Exhibit "C".*

d) *Granting a conditional use permit for Lots 11, 12, 14 and 15 (as depicted on the Concept Plat of Subdivision, attached hereto as Exhibit "C") for outdoor storage of commercial equipment and vehicles in the rear yards of said lots subject to such fencing and screening that the Village Board of Trustees may require.*

e) *Bituminous concrete (asphalt) paving of the aforesaid outdoor storage areas of lots 11 thru 15 shall not be required.*

f) *Granting width frontage variations to those lots depicted on Exhibit "C" which do not have a 150 foot frontage, in accordance with the frontage widths as depicted on said Exhibit "C".*

10) *The Village hereby approves the Recommended Guidelines for the Development of the Property ("Guidelines"), which are attached hereto and made a part hereof as Exhibit "D" which delineate the bulk requirements, landscaping and other regulations relating to the Subject property.*

11) *No annexation fees nor developer donations of land or cash shall be payable to the Village as a result of the annexation of the Subject Property or the Subdivision Development or sales of lots thereon for the term of this Agreement unless the zoning of any portion thereof is changed to a residential classification. If any of the Subject property is hereafter rezoned for residential use, the sums payable pursuant to the Developer Donation Ordinance and all other impact fees then in effect in the Village shall apply to such residential premises and in addition thereto, the owner of such property shall, at the time the zoning ordinance reclassifying such premises is adopted, pay to the Village a deferred "Annexation Fee" equal to the then current fee set by Village Ordinance.*

The Village represents that the purpose for which developer donations payable hereunder may be used shall not be restricted to land acquisition, but such donations may be used for any purpose without limitation. The Developer shall have no obligation to defend any third-party litigation relating to such developer donations, nor to indemnify the Village or any other governmental entity in connection therewith; Developer's obligations regarding such donations shall be satisfied upon the making of such payment or conveyance.

12) *It is understood and agreed between the parties hereto that the Developer and/or Owners shall not be required to seek final subdivision plat approval for the Subject Property as one whole unit, but shall have the right to seek separate approvals of preliminary and/or final subdivision plats for any portion of the Subject Property in accordance with and subject to the procedures of the Village of Ringwood Subdivision Control Ordinance then in effect.*

13). *The Village agrees to approve tentative and final plats of subdivision that conform to the Concept Plat of Subdivision (Exhibit "C") and which comply with the Village ordinances, except as might otherwise be expressly modified by this Agreement. Developer may submit tentative and final plats of subdivision and all related filing requirements to the Village for concurrent consideration by the Village. None of the lots having frontage on Illinois Route 31 shall have ingress or egress to or from such lots over said frontage.*

The Association will maintain the Detention Ponds approved by the Village Engineer. Detention ponds will be designed in consultation with the Illinois Department of Natural Resources, the McHenry County Conservation District, and the Village engineer. Pond A will be designed with a porous flat bottom. Pond B will be designed with an impervious, flat bottom and with an average of 1 foot of permanent water retained. The association shall utilize native species in the Detention Basins, if same are viable in such an application. Storm sewers will be reinforced concrete pipe.

13a) The Developer agrees to provide for the perpetual maintenance of the storm water and drainage systems including the detention pond areas depicted on the Concept Plat of Subdivision (Exhibit "C") by creating a Property Owners Association, or appropriate not-for-profit corporation. The Property Owner's Association shall be responsible for monitoring chemical spills and for the prevention of any discharges of storm waters from the premises containing toxic levels of chemicals and of the infiltration of such toxic chemicals into the on-site ground water aquifers.

14) The Developer or the Association or the Corporation shall also maintain the subdivision streets and the street lighting until 50% of the lots depicted on the Concept Plat of Subdivision have been sold and occupancy permits are issued for the building located thereon; at such time the Village will be responsible for the maintenance of the streets and street lighting, and the Developer or the Association or the Corporation shall perpetually maintain those portions of the street right-of-way located between the curbs and the street right-of-way-boundary lines. The provisions of such Property Owner's Association Charter and By-Laws and any covenants used in its enforcement shall require that each Lot Owner shall automatically become a member thereof and shall also establish the means for providing funds for such maintenance. The Village shall have the right, but not the obligation, to enforce the provisions of the Association or Corporate charters, By-Laws and Covenants.

15) The parties hereto further agree that the Subject Property may continue to be used for agricultural uses for which it is presently being utilized and that said uses shall survive the termination of this Agreement as provided by statute; in addition thereto, all existing agricultural uses or expansions thereof shall be considered legal, non-conforming uses and all buildings and residences shall be considered legal, non-conforming uses/buildings within the meaning of the Village of Ringwood Zoning Ordinance.

16) Developers will make all public improvements in accordance with the applicable ordinances of the Village then in effect and pursuant to the terms of this Agreement. In lieu of advance construction of public facilities and improvements made necessary as a result of ordinances or other requirements, and in lieu of any bonds or deposits required in connection

therewith to guarantee construction or performance under such ordinances or other requirements, Developers at their election, may furnish to the Village, irrevocable letters of credit, in a form approved by the Village Attorney, issued by a sound and reputable banking or financial institution authorized to do business in the State of Illinois, in an amount equal to one hundred twenty five percent (125%) of the cost estimate therefor as approved by the Village Engineer. The parties agree that said irrevocable letter of credit shall be furnished to the Village as provided below:

Developer shall make all public improvements in accordance with the applicable ordinances of the Village then in effect and pursuant to the terms of this Agreement. The Village agrees to review final plats of subdivision along with the accompanying engineering plans, and if the same are acceptable, the Village shall furnish a letter to the Developer that says plat and engineering have been conditionally approved and that the final plat will be recorded by the Village when the Developer delivers the proper letter of credit, bond or guarantee, whichever is applicable, to the Village, within one year from the date of the conditional final plat approval.

The street pavement widths on Dakota Drive (as depicted on Exhibit "C") shall be not less than 31 feet back-to-back of the curb and the pavement width on Hayden Drive and on Austin Court (as depicted on Exhibit "C") shall not be less than 35 feet back-to-back of the curb. No curb cuts shall be allowed to access from Dakota Drive. All driveways shall have a minimum radii of twenty-five (25) feet.

17) Those lots fronting on Route 31, being lots 1, 2, and 3, shall utilize brick or exterior masonry on the Route 31 side of the building. For a period of three (3) years after the approval of a final plat of subdivision by the Village which encompasses Lots 1, 2 and/or 3 therein, Lots 1, 2 and 3 shall be required to have brick or exterior masonry knee walls on the remaining three sides of the building. If no building permits have been issued for lots 1, 2, and/or lot 3 by the end of the aforesaid three(3) year period, then the buildings constructed on said lots 1, 2, and/or 3 shall only be required to utilize brick or exterior masonry on the Route 31 side of the aforesaid lots, but would be allowed to have no brick or exterior masonry on the remaining three (3) sides. Plain, non-decorative concrete block may not be used for the external surface of any building on the Subject Property.

17a) The "front exterior wall" of a Building shall be defined as the closest exterior wall to the most major Street adjoining the Site serving as an access thereto, on which the Building is situated. A Building with exterior dimensions of ten thousand (10,000) square feet or less shall have a front exterior wall consisting of at least thirty percent (30%) exterior brick or decorative masonry. A Building with exterior dimensions of more than ten thousand (10,000) square feet shall have a front exterior wall consisting of at least forty percent (40%) exterior brick or

decorative masonry. In no event shall plain concrete blocks be allowed on any exterior surface of a Building. Notwithstanding the foregoing, the exterior of the buildings located on Lots 1, 2 and 3 shall be controlled by the paragraph 17) above.

18) A Building with exterior dimensions of ten thousand (10,000) square feet or less may have metal side and rear exterior walls; provided, however, that such walls must either (a) have extra landscaping along them as approved by the Committee or (b) consist of exterior masonry or brick for not less than the lower four (4) feet thereof ("knee walls"). A Building with exterior dimensions of more than ten thousand (10,000) square feet may have metal side and rear exterior walls; provided, however, that not less than the lower four (4) feet of such walls must be knee walls. Notwithstanding the foregoing, the exterior of the buildings located on Lots 1, 2 and 3 shall be controlled by the paragraph 17) above.

19) The Village agrees that, after a final plat of subdivision is recorded, the Developer and/or Owner shall not be required to construct all on-site or off-site improvements prior to the issuance of building permits for buildings or improvements on any lot on the subdivided property. Rather, the Developer/Owner shall be allowed to construct the required off-site and on-site public improvements simultaneously with the issuance of building permits for individual lots and/or buildings. However, all off-site and on-site public improvements (except final lift of bituminous asphalt surface on roads and landscaping), serving any said lot or building shall be installed by Developer and approved by the Village before an occupancy permit is issued for said lot or building. The balance of the required public improvements not required to service said lot or building may be constructed in phases, as the development on each unit progresses, provided, however, that such public improvements shall be constructed within a year after the date the final plat is recorded.

20) It is understood that the Village will cooperate with the Developer in the procurement and/or execution of the necessary permits from the appropriate government bodies to allow the construction of an access drive from the Subject Property onto State Route 31 at the location depicted on the Concept Plat of Subdivision.

21) 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, conditional uses and 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.

Should any existing ordinances affecting the development of the Subject Property be amended or modified in any manner to impose less restrictive requirements upon construction, the benefit of such less restrictive requirements shall inure to the Owner or the Developer, who may elect to proceed with respect to the development of the Subject Property under the terms of the amendment or modification applicable generally to all property within the Village.

22) Any Owner of a lot that has been subdivided pursuant to the terms of this Agreement may, at such Owner's option, make application to the Village for zoning relief as to such lot without making an application to amend this Agreement and without obtaining the consent or permission of any Owner or Occupant of the remainder of the Subject Premises.

23) The Developer agrees to reimburse the Village for all its engineering and attorney's fees and litigation expenses incurred by the Village relating to third party lawsuits and actions involving the planning, zoning, development and annexation of the property in question arising out of this Agreement, but not any lawsuit or action between the Developer, Owner and Village.

24) The covenants and agreements contained in this Agreement shall be deemed to be covenants running with the land during the term of this Agreement and shall inure to the benefit of all and be binding upon the heirs, executors, successors and assigns of the parties, including the Village, its Corporate Authorities and its successors in office and enforceable by order of Court pursuant to its provisions and applicable statutes of the State of Illinois.

25) This agreement shall be binding upon the parties hereto, and their respective successors and assigns for a full term of twenty (20) years, commencing as of the date hereof, as provided by Statute and to the extent permitted thereby and any extended time that may be agreed to by amendments or by changes in the statutes applicable thereto.

26) It is agreed that in the event any of the terms of this Annexation Agreement are challenged in any Court proceedings by third parties and the development of the Subject Property is enjoined, the period of time of such injunction shall not be included in the calculation of said twenty (20) year term as to the premises affected thereby.

27) No action for declaratory judgment, specific performance, damages or any other relief may be brought by any of the parties hereto, their successors and assigns, concerning this

Agreement except in the Circuit Court of McHenry County, Illinois; no such legal actions may be brought by the parties hereto, their successors or assigns, in any federal court.

28) *It is specifically understood and agreed that the Developer and its successors and assigns shall have the right to sell, transfer, mortgage and assign all or any part of the Subject Property and the improvements thereon to other persons, firms or corporations for investment, building or financing development and sale purposes, and that such persons, firms, or corporations shall be entitled to the same rights and privileges and shall have the same obligations as the Developer and/or Owner has under this Agreement.*

29) *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, such provision shall be deemed to be excised therefrom and the invalidity of such section, paragraph, clause, provision or item shall not affect any other provisions of this Agreement.*

30) *This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.*

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

VILLAGE OF RINGWOOD

By: Richard E. Mack
Richard E. Mack, President

Attest:

By: Patricia A. Malo
Patricia Malo, Village Clerk

Robert W. Gaylor
Robert W. Gaylor

Joanne A. Gaylor
Joanne A. Gaylor

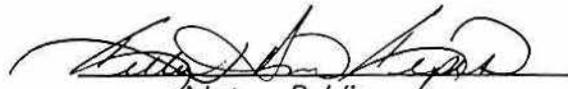
Robert E. Gaylor
Robert E. Gaylor

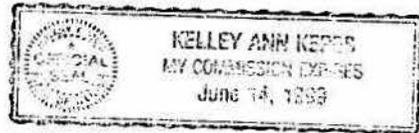
Morna K. Gaylor
Morna K. Gaylor

Prepared by:
Daniel F. Curran
CAMPION, CURRAN, RAUSCH
GUMMERSON & DUNLOP, P.C.
8600 Route 14 Suite 201
Crystal Lake, IL 60012
815-459-8440

State of Illinois)
County of McHenry)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Richard E. Mack, Village President and Patricia Malo, Village Clerk, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered said instrument as such President and Village Clerk of said Village of Ringwood, and caused the Corporate Seal of said Village to be affixed thereto pursuant to the authority, given by the Board of Trustees of said Village as their free and voluntary act and deed of said Village, for the uses and purposes therein set forth.


Notary Public



STATE OF ILLINOIS)
)
COUNTY OF MCHENRY)

Robert W. Gaylor, Joanne A. Gyalor, Robert E. Gaylor and Morna K. , being first duly sworn upon their respective oaths depose and say that they have read the foregoing Annexation Agreement by them subscribed; that they have personal knowledge of the contents thereof and that the contents thereof are true in substance and in fact.

Robert W. Gaylor
Robert W. Gaylor

Joanne A. Gaylor
Joanne A. Gaylor

Robert E. Gaylor
Robert E. Gaylor

Morna K. Gaylor
Morna K. Gaylor

Subscribed and sworn to before me
this 15 day of December, 1997.

Mary L. Donner
Notary Public



EXHIBIT "A"

TABLE ONE: PRINCIPAL USES PERMITTED IN ZONES

A1	A2	E5	E3	E2	E1	R1	R2	R3	USE	B1	B2	B3	O	I1	I2
									ADVERTISING AGENCY	X			X		
									AGRICULTURAL IMPLEMENTS; SALES AND SERVICE			X			
C									AIRPORT; RESTRICTED LANDING AREA					C	C
C									AIRPORT; COMMERCIAL (L)						
									ALCOHOLIC BEVERAGES:	*	*	*			
									• PACKAGE SALES	X	X	X			
									• CONSUMPTION ON PREMISES OF SALE (L)		X				
C									AMPHITHEATERS			X			
									AMBULANCE SERVICE GARAGE; COMMERCIAL	X		X			
									AMUSEMENT PARK (L)				C		
X									ANIMAL: EXOTIC, BREEDING & TRAINING						
X									ANIMAL CARE SHELTER						
T		T	ANIMAL SHOW, CIRCUS	T	T	T	T	T	T						
C									ANTIQUA SALES; STRIPPING, REPAIR, RESTORATION	X		X			
X	X	X							APICULTURE (BEEKEEPING)						
									APPAREL SALES	X		X			
									ARMY & NAVY SURPLUS STORE			X			
									ARCHERY RANGE; INDOOR			X			
X									ARCHERY RANGE; OUTDOOR			X			
									ARENA; ENCLOSED			C			
X	X	X	X						ARENA; EQUINE ENCLOSED						
									ART GALLERY, ART STUDIO, SALES, SUPPLY STORE	X		X	X		
T									ASPHALT BATCHING PLANT, PORTABLE					T	T
C		C	C	C	C	C	C	C	ATHLETIC FIELD						
									AUCTION HOUSE			X			
T	T	T	T	T	T	T	T	T	AUCTION	T	T	T	T	T	T
									AUDITORIUM			X			

C	CONDITIONAL USE
(L)	LIQUOR MAY BE PERMITTED AS AN ACCESSORY USE
T	TEMPORARY USE
X	PERMITTED BY RIGHT
*	MUST COMPLY WITH McHENRY COUNTY LIQUOR ORDINANCE
**	MINIMUM LOT SIZE SHALL BE TWO ACRES
***	SEE ARTICLE 401 INDUSTRIAL USE REGULATIONS FOR COMPLIANCE STANDARDS

AI	A2	E5	E3	E2	E1	R1	R2	R3	USE	B1	B2	B3
									AUTOMOBILE:			
									• CAR WASH	X		X
									• OUTDOOR SALES LOT	X		X
									• PARKING LOT OR GARAGE, COMMERCIAL	X		
									• PARTS & SUPPLIES	X		
									• RENTALS	X		X
									• REPAIR SHOP	X		C
									• SALES, SHOWROOM	X		
									• SERVICE STATION	X		X
									• SERVICING & PARTS	X		X
									BAIT SHOP	X		
									BAKERY; RETAIL	X		X
									BANK, SAVINGS & LOAN ASSOC.	X		X
									BARBER SHOP	X		
									BEAUTY SHOP	X		
		X	X	X	X	X	X	X	BEACH; PRIVATE			
		X	X	X	X				BEACH; COMMERCIAL	C		C
C	C	C	C	C	C	C	C	X	BED & BREAKFAST	X		
									BEVERAGE; WHOLESALE & STORAGE			X
									BICYCLE; SALES OR REPAIR	X		X
X	X	X							BLACKSMITH SHOP; HORSE RELATED			
									BLUEPRINTING & PHOTOSTAT SHOP	X		
									BOILERS; RETAIL SALES			X
									BOOKSELLER	X		X
									BOWLING ALLEY (L)	X		X
									BROADCASTING STATION; STUDIO	X		
									BUILDING MATERIALS; SALES			X
									BUS TERMINAL			T
									BUSINESS MACHINE; SALES, REPAIR, SERVICING	X		
C		C	C						CAMP; DAY			
C		C							CAMP; COMMERCIAL			
C									CAMPGROUND			
									CATALOG SALES OFFICE	X		
									CATERER	X		X
C	C	C	C	C	C	C	C	C	CEMETERY			
T	T	T	T	T	T	T	T	T	CHRISTMAS TREE SALES	T	T	T

C CONDITIONAL USE
(L) LIQUOR MAY BE PERMITTED AS AN ACCESSORY USE
T TEMPORARY USE
X PERMITTED BY RIGHT
***** MUST COMPLY WITH McHENRY COUNTY LIQUOR ORDINANCE
****** MINIMUM LOT SIZE SHALL BE TWO ACRES
******* SEE ARTICLE 401 INDUSTRIAL USE REGULATIONS FOR COMPLIANCE STANDARDS

A1	A2	E5	E3	E2	E1	R1	R2	R3	USE	B1	B2	B3	O	II	I2
C		C	C	C	C	C	C	C	CHURCH; PLACES OF WORSHIP	C		C			
									CLEANERS (CLOTHING) PICKUP	X		X			
									CLINIC; MEDICAL, CHIROPRACTIC & DENTAL	X		X	X		
X	X								CLINIC; VETERINARY • LARGE ANIMALS • SMALL ANIMALS	X		X	X		
C									CLUB OR LODGE; PRIVATE, SOCIAL, POLITICAL & FRATERNAL (L)	X		X			
									COMMUNITY CENTER; PUBLIC	X		X			
T	T	T	T	T	T	T	T	T	CONTRACTOR'S PROJECT OFFICE & SHED	T	T	T	T	T	T
									CURRENCY EXCHANGE	X			X		
X									DAIRY PROCESSING***						
									DANCING SCHOOL	X					
		C	C	C	C	C	C	C	DAY CARE CENTER	C				X	
									DEPARTMENT STORE	X		X			
									DETECTIVE AGENCY	X			X		
								X	DORMITORIES, ROOMING/BOARDING HOUSES						
X	X	X	X	X	X	X			DWELLING; SINGLE FAMILY RESIDENTIAL						
							X	X	• TWO FAMILY • MULTIPLE FAMILY						
C									EARTH MATERIALS, EXTRACTION & PROCESSING						
X									EGG PRODUCTION; COMMERCIAL***						
C	C	C	C	C	C	C	C	C	ELECTRICAL DISTRIBUTION CENTER	C	C	C	C	C	C
X	X	X	X	X	X	X	X	X	EMERGENCY SHELTERS	X					
									EMERGENCY SHELTERS WHERE LICENSING IS NOT REQUIRED OR SPACING CANNOT BE MET	C					
									EXTERMINATION & FUMIGATION SHOP			X		X	
C									FAIRGROUNDS (L)						
X	X								FEED, GRAIN & SEED SALES***			X			
T	FESTIVAL (L)	T	T	T	T	T	T								

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 T TEMPORARY USE
 X PERMITTED BY RIGHT
 * MUST COMPLY WITH McHENRY COUNTY LIQUOR ORDINANCE
 ** MINIMUM LOT SIZE SHALL BE TWO ACRES
 *** SEE ARTICLE 401 INDUSTRIAL USE REGULATIONS FOR COMPLIANCE STANDARDS

A1	A2	E5	E3	E2	E1	R1	R2	R3	USE	B1	B2	B3	O	I1	I2
X	X	X	X	X	X	X	X	X	FIRE STATION; PUBLIC RESCUE SQUADS	X	X	X	X	X	X
T									FLEA MARKET	T		T	T	T	T
X									FLOUR, FEED & GRAIN MILLING***						
									FLORIST SALES	X		X			
									FOOD LOCKER	X					
X									FOREST & GAME MANAGEMENT						
									FUNERAL HOME	X		X			
									FURNACE & WATER HEATER SALES			X			
									FURNACE & WATER HEATER REPAIR & SERVICE			X		X	X
									FURNITURE SALES; NEW & USED	X		X			
C									GAME BREEDING & SHOOTING PRESERVE						
									GIFT SHOP	X		X			
C		C	C	C	C	C			GOLF COURSE, COUNTRY CLUB (L)						
C									GOLF DRIVING RANGE AND/OR MINI-GOLF	X					
X									GRAIN ELEVATOR; COMMERCIAL***					X	X
X									GREENHOUSE; COMMERCIAL NURSERY CENTER			X			
									GROCERY; RETAIL	X		X			
X	X	X	X	X	X	X	X	X	GROUP HOMES	X					
C	C	C	C	C	C	X	X	X	HALFWAY HOUSES	X					
						C	C	C	HALFWAY HOUSES WHERE LICENSING IS NOT REQUIRED OR SPACING CANNOT BE MET	C					
									HANDICRAFT; CUSTOM PRODUCTION	X		X			
									HARDWARE STORE; RETAIL	X		X			
									HEALTH CLUB; GYMNASIUM OR ATHLETIC CLUB (L)	X		X			
C									HELIPORT			C	C		
C		C	C	C	C	C	C	X	HOMES, INSTITUTIONS & SPECIALIZED CARE FACILITIES	C					
X	X	X							HORSE FARM						
C	C	C	C	C	C	C	C	C	HOSPICES	X					
									HOSPICES WHERE LICENSING IS NOT REQUIRED OR SPACING CANNOT BE MET	C					
C		C	C	C	C	C	C	C	HOSPITALS	C		C	C		

C CONDITIONAL USE
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T TEMPORARY USE
X PERMITTED BY RIGHT
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******* SEE ARTICLE 401 INDUSTRIAL USE REGULATIONS FOR COMPLIANCE STANDARDS

A1	A2	E5	E3	E2	E1	R1	R2	R3	USE	B1	B2	B3	O	I	I	I2
									HOTEL (L)	X		X				
									HOUSEHOLD APPLIANCES; SALES, REPAIR	X		X				
									ICE CREAM SHOP	X						
									INDUSTRY, HEAVY <ul style="list-style-type: none"> • PRODUCTION, PROCESSING, FABRICATION, CLEANING, TESTING, STORAGE OR REPAIR ACTIVITIES INCLUDING OR SIMILAR TO THE FOLLOWING: ABRASIVE PRODUCTS,; ASPHALT; CHEMICALS; CLAY; GLASS; FIBERGLASS; STONE; COAL; COKE & TAR PRODUCTS; CONCRETE PRODUCTION; FERTILIZERS' FOUNDRIES' METAL & METAL ORES (EXCEPT PRECIOUS & RARE METAL) REDUCTION; REFINISHING; SMELTING' RUBBER (NATURAL & SYNTHETIC); TEXTILE MILL; TRANSPORTATION EQUIPMENT 							X
									INDUSTRY; LIGHT <ul style="list-style-type: none"> • PRODUCTION, PROCESSING, FABRICATION, CLEANING, TESTING, STORAGE OR REPAIR ACTIVITIES INCLUDING OR SIMILAR TO THE FOLLOWING; ADVERTISING DISPLAYS; APPAREL; ART WORK; ELECTRICAL ASSEMBLY; FOOD PROCESSING; FURNITURE; LAUNDRY PROCESSING (NON-RETAIL); LUMBER; MAIL ORDER HOUSE; MACHINE SHOP; MANUFACTURER'S AGENT OFFICE; WAREHOUSE; WHOLESALING OF GOODS & SERVICES 						X	
									INSURANCE AGENCY	X				X		
									INTERIOR DECORATOR	X				X		
									JANITORIAL SERVICES	X						
									JEWELRY, RETAIL	X		X		X		

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T TEMPORARY USE
X PERMITTED BY RIGHT
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A1	A2	E5	E3	E2	E1	R1	R2	R3	USE	B1	B2	B3	O	I1	I2
									JUDO, KARATE, JIU-JITSU INSTRUCTION	X					
C									KENNEL, COMMERCIAL			C			
X	X	X	X	X	X	C			KENNEL, PRIVATE	X		X			
									LABORATORY				X		
C									LANDSCAPE WASTE COMPOSTING FACILITY***						
									LAUNDROMAT			Y			
X	X	X	X	X	X	X	X	X	LIBRARY; PUBLIC	X		X	X		
									LIQUOR STORE	X	X	X			
									LOAN COMPANY OFFICES	X			X		
									LOCKSMITH	X					
									MARINA; MARINE SUPPLIES	X		X			
									MARKETS; FISH, FRUIT, MEAT & VEGETABLES	X		X			
C									MIGRANT AGRICULTURAL LABOR HOUSING						
						C			MOBILE HOME PARK						
									MOBILE HOME SALES			X			
									MOTEL	X	X	X			
									MOTORCYCLE, ATV & SNOWMOBILES; SALES & SERVICE			X			
									MUSEUM (L)			Y			
									NEWSSTAND; MAGAZINES, CIGARETTES, & NOTIONS	X			X		
X									NURSERY; COMMERCIAL (PLANTS)			X			
									OPTICIAN; SALES & OFFICE	X			X		
									OFFICES; BUSINESS & PROFESSIONAL SERVICES	X			X		
									OFFICE SUPPLY; STATIONERY	X		X			
									PAINT & WALLPAPER STORE	X		X			
									PHARMACY	X					
									PHOTOGRAPHY STUDIO	X		X	X		
									PLUMBING SUPPLIES & FIXTURE SALES			X		X	
X		X	X	X	X	X	X	X	POLICE STATION	X	X	X	X	X	X
									PRINTING ESTABLISHMENT					X	X
C									PUBLIC SAFETY TRAINING AREA						

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T	TEMPORARY USE
X	PERMITTED BY RIGHT
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**	MINIMUM LOT SIZE SHALL BE TWO ACRES
***	SEE ARTICLE 401 INDUSTRIAL USE REGULATIONS FOR COMPLIANCE STANDARDS

A1	A2	E5	E3	E2	E1	R1	R2	R3	USE	B1	B2	B3	O	II	I
									PUBLIC UTILITY COMPANY YARDS & GARAGE			X		X	X
									RAILROAD FREIGHT TERMINAL						C
T		T	T	T	T	T	T	T	REAL ESTATE PROJECT SALES OFFICE	T	T	T	T	T	T
C									RECYCLING CENTER						X
C									RECYCLING PROCESSING FACILITY						X
									RENDERING PLANT						X
									RENTAL SERVICE STORE	X		X			
C									RESORT	X		X			
									RESTAURANT	X	X	X			
									RETAIL; GENERAL	X		X			
		C	C	C	C	C	C	C	RETIREMENT COMMUNITY	C					
X T	X T	X	X	X	X				ROADSIDE SALES STANDS: • PRODUCE GROWN ON PREMISES • PRODUCE GROWN OFF PREMISES						
									ROLLER SKATING RINK			X			
									SALVAGE YARD					C	C
C									SAWMILL; PERMANENT						X
T	T	T	T	T	T				SAWMILL; PORTABLE					T	T
									SAWMILL; PRODUCT SALES					X	X
X X		X X	SCHOOLS: • COLLEGE, UNIVERSITY/JUNIOR • PRESCHOOL THROUGH GRADE 12 • COMMERCIAL OR TRADE	X X		X X	X X	X X	X X						
									SECOND HAND STORE	X		X			
C									SHOOTING RANGE; OUTDOOR					C	C
									SHOOTING RANGE; INDOOR			X			
									SHOPPING CENTER	X		X			
									SPORTING GOODS; RETAIL	X					
X X X	X X	X X	X	X	X				STABLES;** • PRIVATE • PROFESSIONAL • PUBLIC (I.E. LIVERY)						
X									STOCKYARDS***						
C	C								STORAGE, COMMERCIAL EQUIPMENT & VEHICLES			C		C*	X

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* Conditional Use in I-1 shall only be permitted for lots 11 thru 15 in Gaylor Business Park Subdivision

A1	A2	E5	E3	E2	E1	R1	R2	R3	USE	B1	B2	B3	O	I1	I2
									STORES, WHOLESALE			X			
									SWIMMING POOL; COMMERCIAL			X			
									TAILOR	X		X			
									TAVERN; NIGHT CLUB*		X				
T	T	T	T	T	T	T	T	T	TENT THEATERS, RELIGIOUS MEETINGS OR FESTIVALS SPONSORED BY LOCAL CIVIC, RELIGIOUS, GOVERNMENTAL ORGANIZATIONS AND RECOGNIZED DULY CHARTERED FRATERNAL ORGANIZATIONS	T	T	T	T	T	T
C									THEATERS; DRIVE-IN MOVIE						
									THEATERS; INDOOR MOVIE	X		X			
									TOOL GRINDING & SHARPENING			X		X	X
X	X	X	X	X	X	X	X	X	TOWERS <100' (SEE SECTION 407.4)	X	X	X	X	X	X
C	C	C	C	C	C	C	C	C	TOWERS >100'	C	C	C	C	C	C
X									TOWNSHIP/COUNTY BUILDINGS	X		X		X	X
									TRUCKING, FREIGHT TERMINALS					C	X
									UPHOLSTERER	X					
C	C	C	C	C	C	C	C	C	UTILITY FACILITY, NON-EXEMPT	C	C	C	C	C	C
									VIDEO ARCADE	X		X			
									WAREHOUSE			X		X	X
									WAREHOUSE, MINI STORAGE			X			
									WELDING					X	X
									WHOLESALE & DISTRIBUTION OF GOODS & SERVICES					X	X
									YMCA - YWCA	X		X			
									YARD & GARDEN EQUIPMENT; SALES & SERVICE			X			
C									ZOO (L)			C			

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 *** SEE ARTICLE 401 INDUSTRIAL USE REGULATIONS FOR COMPLIANCE STANDARDS

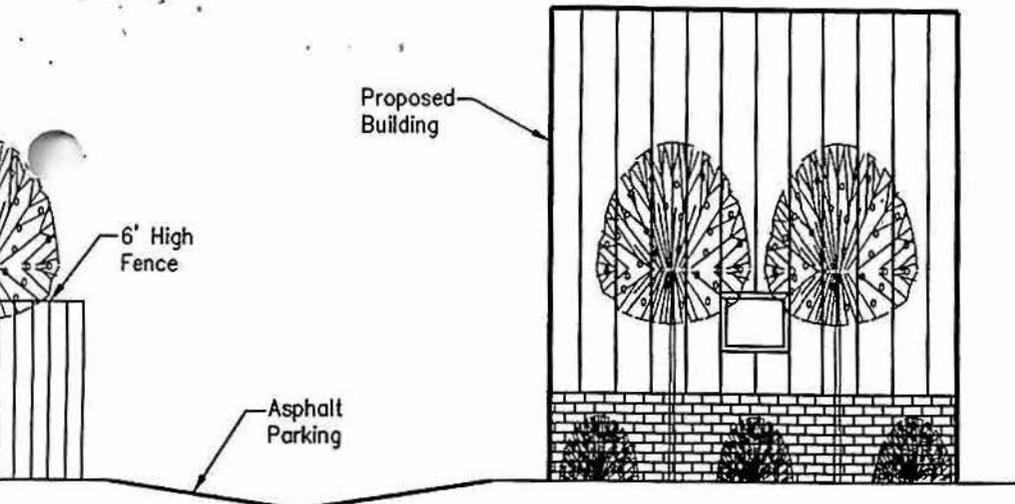
TABLE TWO: BULK CHART

DISTRICTS	LOT AREA, PARCEL AREA & FRONTAGE			YARD REQUIREMENTS				BULK LIMITS			
	MINIMUM AREA***	MINIMUM WIDTH FRONTAGE	MINIMUM YARD ABUTTING ROAD OR STREET*	MINIMUM REAR YARD	MINIMUM SIDE YARD	TRANSIT. YARD	MAXIMUM LAND COVERAGE OF BLDG. AND STRUCTURES	HEIGHT LIMIT FOR PRINCIPAL USE		HEIGHT LIM FOR ACCESSOR' USE	
	ACRES	FEET	FEET	FEET	FEET	FEET	CUMULATIVE%	FEET	STORIES	FEET	STORIES
A-1 AG/RESIDENTIAL	40	330	50**	75	50	-	-	-	-	-	-
A-2 AGRICULTURE	FOR BULK REQUIREMENTS, SEE ESTATE DISTRICT OF APPLICABLE SIZE										
E-5 ESTATE	5	330	50**	50	30	-	10	35	2.5	20	1
E-3 ESTATE	3	250	30	50	20	-	15	35	2.5	20	1
E-2 ESTATE	2	175	30	30	20	-	20	35	2.5	20	1
E-1 ESTATE	1	150	30	20	20	-	30	35	2.5	20	1
R-1 RESIDENTIAL	0.5	100	30	20	10	10	30	35	2.5	14	1
R-2 TWO-FAMILY RES.	1	150	30	20	10	20	30	35	2.5	14	1
R-3 MULTIPLE FAMILY	2	175	30	20	10	30	30	35	2.5	14	1
B-1 NEIGHBORHOOD BUS.	0.5	100	30	20	10	30	35	35	2.5	20	1
B-2 LIQUOR BUSINESS	1	150	30	20	10	50	35	35	2	20	1
B-3 GENERAL BUSINESS	1	150	30	20	10	50	35	35	2	20	1
O OFFICE/RESEARCH	0.5	100	30	20	10	30	35	35	2.5	20	1
I-1 LIGHT INDUSTRY	1	150	30	20	10	75	40	40	2	20	1
I-2 HEAVY INDUSTRY	1	150	30	20	10	100	40	40	2	20	1

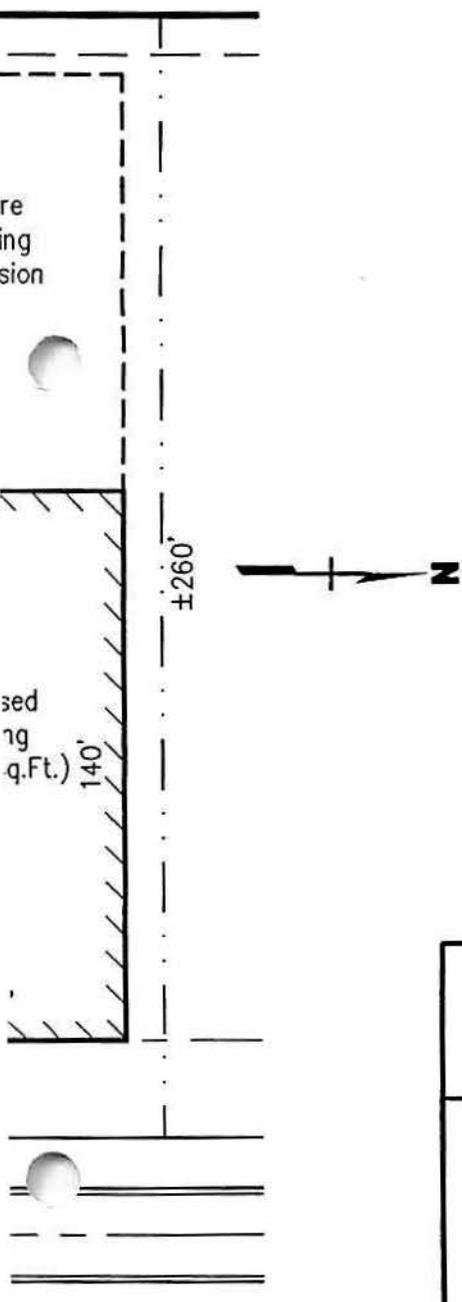
- * For lots and parcels abutting Arterial Streets the required setback shall be at least eighty (80) feet from the centerline; and for lots and parcels abutting Strategic Regional Arterials the setback shall be at least ninety (90) feet (see Section 305.3 of this Ordinance).
- ** Fifty (50) feet from established right-of-way or eighty (80) feet from the centerline, whichever is greater.
- *** Lot or parcel area shall be determined by the actual lot lines of the lot or parcel in question and shall not be determined by any dimension measured from the center of any road, street or highway.
- **** Modified yard requirements are applicable when sixty (60) percent or more of the lots or parcels of the same zoning district classification in a block contain existing structures and establish a building line other than required by this Ordinance, that line shall establish the required yard. If the building lines of such structures vary, other than required by this Ordinance, the average of all structures shall establish the minimum yard requirement.
- ***** All yards, setbacks and modified yards shall be measured from the overhang of the structure or building.

98-52-2402

Exhibit "B"



on
rated by 5:1)



GAYLOR EXCAVATING SITE
CONCEPTUAL PLAN

CIVIL DESIGN GROUP, INC.
1979 North Mill Street Suite 205
Naperville, Illinois 60563
630-778-7872

Scale: None	Date: 8-25-97	CP453	1 of 1
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98-52-2403

EXHIBIT

PHYLLIS K. WALTERS
McHENRY COUNTY RECORDER
WOODSTOCK, ILLINOIS

EXHIBIT TO DOC. NO: 98R00032931

NO. OF PAGES 1

NOTES: EXHIBIT "C"

ORDINANCE #97-12-1

SEE MAP IN PLAT FILE

Exhibit "D"

Development Guidelines

Buildings: Those lots fronting on Route 31, being lots 1, 2, and 3, shall utilize brick or exterior masonry on the Route 31 side of the building, and shall be required to have brick or exterior masonry knee walls on the remaining three sides of the building for a period of three (3) years after the approval of a final plat of subdivision by the Village which encompasses Lot 1, 2 and/or 3 therein. If no building permits have been issued for lots 1, 2, and/or lot 3 by the end of the aforesaid three(3) year period, then the buildings constructed on said lots 1, 2, and/or 3 shall only be required to utilize brick or exterior masonry on the Route 31 side of the aforesaid lots, but would be allowed to have no brick or exterior masonry on the remaining three (3) sides. Plain, non-decorative concrete block may not be used for the external surface of any building on the Subject Property.

Fencing: No fencing shall be permitted on Lots 1-10 without Village Board approval. Fencing on Lots 11 through 15 shall be behind the rear or side yard line of the building or around outdoor storage areas except that the fencing on Lot 13 will be permitted as shown in the Conceptual Plan for said lot attached to the Annexation Agreement.

Screening: Solid wood fences will be used to screen trash containers, which can only be located in rear or side yards. In no event shall trash containers be allowed on the Route 31 side of Lots 1, 2 and 3.

Landscaping: Foundation landscaping shall be planted and maintained along the front of every building. There will be one tree every 40 feet along Dakota Drive, Austin Drive and Hayden Lane and along the Route 31 frontage (excluding the Detention Areas). Trees will be planted on Route 31 and Dakota by Developer. Trees on remaining lots to be installed by Lot Buyers at time of Building Permit and shall be guaranteed by the Lot Owner for one year from date of installation. All of the above noted trees shall be located on the individual lots, but may be planted in the required setbacks. The Village will provide a list of trees which are not acceptable for this purpose and no trees of the same species shall be planted adjacent to each other on the same side of the street. No two adjacent areas of plants of the same species shall be planted together on the same side of the street.

Lighting: Five street lights on non-wooden poles would be used to light the intersections at the locations shown on the Concept Plat of Subdivision. Shoebox (directional) lighting shall be required on the buildings and parking lots to ensure that no light travels beyond the boundary lines of the property.

Parking Lots: Parking Lots located in the front and side of all lots must be paved, but the rear lots may be gravel when located behind the rear line of the building located thereon. However, Lots 1, 2, 3 and 6 must have pavement on all parking and loading areas due to their higher visibility from the roadway. Curbs and gutters will not be required for the parking lots. Lot 13 shall be allowed to be developed in the manner depicted on the Conceptual Plan, including the parking areas.

Signage: Developer may install one common lighted sign at the Route 31 entrance to identify the occupants of the Park as well as signage on each lot/building for each individual user. No billboard or monument signs will be permitted on the Route 31 side of Lots 1, 2, or 3 without Village Board approval, but the buildings located on those lots may each utilize internally illuminated signs (6 feet x 10 feet) on the side of the building facing Route 31, unless a Village Board approves a change therefrom.

Building Front Exterior Wall Materials. The "front exterior wall" of a Building shall be defined as the closest exterior wall to the most major Street adjoining the Site serving as an access thereto, on which the Building is situated. A Building with exterior dimensions of ten thousand (10,000) square feet or less shall have a front exterior wall consisting of at least thirty percent (30%) exterior brick or decorative masonry. A Building with exterior dimensions of more than ten thousand (10,000) square feet shall have a front exterior wall consisting of at least forty percent (40%) exterior brick or decorative masonry. In no event shall plain concrete blocks be allowed on any exterior surface of a Building. Notwithstanding the foregoing, the exterior of the buildings located on Lots 1, 2 and 3 shall be controlled by the paragraph above entitled "Buildings" and not this paragraph.

Building Side and Rear Exterior Wall Materials. A Building with exterior dimensions of ten thousand (10,000) square feet or less may have metal side and rear exterior walls; provided, however, that such walls must either (a) have extra landscaping along them as approved by the Committee or (b) consist of exterior masonry or brick for not less than the lower four (4) feet thereof ("knee walls"). A Building with exterior dimensions of more than ten thousand (10,000) square feet may have metal side and rear exterior walls; provided, however, that not less than the lower four (4) feet of such walls must be knee walls. Notwithstanding the foregoing, the exterior of the buildings located on Lots 1, 2 and 3 shall be controlled by the paragraph above entitled "Buildings" and not this paragraph.

WME

98R 025073

98 APR 27 AM 10:28

McHENRY COUNTY RECORDER
PHYLLIS K. WALTERS

Phyllis K. Walters

(4)

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. 97-12-1 being an ordinance adopted December 15, 1997, providing for the annexation of certain described real estate to the Village of Ringwood, Illinois.

IN WITNESS THEREOF, I have affixed hereto my official seal and signature this 12 th day of Jan, 1998.

Patricia A. Walo
Village Clerk



1500.

98-41-0161

98R 025073

VILLAGE OF RINGWOOD
ORDINANCE NO. 97-12-2

AN ORDINANCE PROVIDING FOR THE ANNEXATION OF CERTAIN
DESCRIBED REAL ESTATE TO THE VILLAGE OF RINGWOOD, ILLINOIS

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF RINGWOOD THIS 15TH DAY OF DECEMBER, 1997

Published in pamphlet form by authority
of the President and Board of Trustees
of the Village of Ringwood, McHenry County,
Illinois this 15th day of December, 1997.

ORDINANCE NO. 97-12-2

AN ORDINANCE PROVIDING FOR THE ANNEXATION OF CERTAIN
DESCRIBED REAL ESTATE TO THE VILLAGE OF RINGWOOD, ILLINOIS

WHEREAS, Robert E. Gaylor, Morna K. Gaylor, Robert W. Gaylor and Joanne A. Gaylor
are the owners of the real estate in the attached Exhibit "A"; and

WHEREAS, no electors reside on the real estate hereinafter described; and

WHEREAS, the real estate hereinafter described is contiguous to the existing corporate limits
of the Village of Ringwood, Illinois, and is not located within any other municipality; and the
aforesaid record owner desires annexation of said real estate to the Village of Ringwood, Illinois and
has petitioned the Corporate Authorities of the Village of Ringwood, Illinois, in writing and under
oath, for annexation of said real estate; and

WHEREAS, the land hereinafter described fronts on a township road and therefore statutory
notice has been given to the legal entities designated in the statutes;

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

SECTION 1. The real estate described on the attached Exhibit "A" be and the same is
hereby annexed to and made a part of the corporate limits of the Village of Ringwood, Illinois,
including any and all portions of adjacent streets, roads, or highways as required by law:



This instrument prepared
by Bernard V. Narusis, Attorney
213 W. Lake Shore Drive
Cary, Illinois 60013

That an accurate map of said territory is attached hereto as Exhibit "B".

SECTION 2. The Village Clerk is hereby directed to record a certified copy of this Ordinance in the Office of the Recorder of Deeds, McHenry County, Illinois. Following such recordation, a copy of this ordinance shall be filed in the Office of the Clerk of McHenry County, Illinois.

SECTION 3. This Ordinance shall be in full force and effect from and after its passage and approval according to law.

PASSED THIS 15TH DAY OF DECEMBER, 1997.

AYES: Swanson, Bauer, Bruce, Hogan and Kepes

NAYS: None

ABSTAIN: None

ABSENT: Everett

NOT VOTING: None

APPROVED THIS 15TH DAY OF DECEMBER, 1997.

Richard E. Mack
VILLAGE PRESIDENT

ATTEST:

Patricia Amolo
VILLAGE CLERK

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 45 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES, 51 MINUTES, 52 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER, FOR A DEED DISTANCE OF 1345.60 FEET (1345.55 FEET MEASURED); THENCE NORTH 0 DEGREES, 33 MINUTES, 12 SECONDS WEST, 15.44 CHAINS (1019.04 FEET); THENCE NORTH 89 DEGREES, 41 MINUTES, 54 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTH 15.44 CHAINS (1019.04 FEET) OF SAID SOUTHEAST QUARTER, FOR A DISTANCE OF 41.73 FEET TO THE PLACE OF BEGINNING; THENCE NORTH 89 DEGREES, 41 MINUTES, 54 SECONDS WEST, 959.01 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTH-WESTERN RAILWAY COMPANY; THENCE NORTH-WESTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE ALONG A CURVE, HAVING A RADIUS OF 3075.76 FEET (AS SAID CURVE IS CONVEX TO THE SOUTHWEST), FOR AN ARC DISTANCE OF 998.00 FEET TO A POINT OF TANGENCY; THENCE NORTH 0 DEGREES, 58 MINUTES, 25 SECONDS WEST ALONG SAID EASTERLY RIGHT OF WAY LINE, 101.86 FEET; THENCE SOUTH 85 DEGREES, 23 MINUTES, 46 SECONDS EAST, 1151.02 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 31; THENCE SOUTH 0 DEGREES, 08 MINUTES, 50 SECONDS WEST ALONG SAID RIGHT OF WAY LINE, 20.00 FEET; THENCE SOUTH 0 DEGREES, 33 MINUTES, 12 SECONDS WEST ALONG SAID RIGHT OF WAY LINE, 972.26 FEET TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

EXHIBIT "A"

98-41-0164

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. 97-12-1 being an ordinance adopted December 15, 1997, providing for the annexation of certain described real estate to the Village of Ringwood, Illinois.

IN WITNESS THEREOF, I have affixed hereto my official seal and signature this 12 th day of Jan, 1998.

Patricia A. Walo
Village Clerk

VILLAGE OF RINGWOOD
ILLINOIS
JAN 12 1998

VILLAGE OF RINGWOOD
ORDINANCE NO. 97-12-1

AN ORDINANCE PROVIDING FOR THE APPROVAL
OF AN ANNEXATION AGREEMENT

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF RINGWOOD THIS 15TH DAY OF DECEMBER, 1997

Published in pamphlet form by authority
of the President and Board of Trustees
of the Village of Ringwood, McHenry County,
Illinois this 15th day of December, 1997.

ORDINANCE NO. 97-12-1
AN ORDINANCE PROVIDING FOR THE APPROVAL
OF AN ANNEXATION AGREEMENT

WHEREAS, Robert E. Gaylor, Morna K. Gaylor, Robert W. Gaylor and Joanne A. Gaylor
are the record owners 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.

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;

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 December 15, 1997, by and between the Village of Ringwood, a Municipal Corporation in the State of Illinois, and Robert E. Gaylor. Morna K. Gaylor, Robert W. Gaylor and Joanne A. Gaylor 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 15TH DAY OF DECEMBER, 1997.

AYES: Swanson, Bauer, Bruce, Hogan and Kepes

NAYS: none

ABSTAIN: none

ABSENT: Everett

NOT VOTING: none

APPROVED THIS 15TH DAY OF DECEMBER, 1997.

Richard E. Mack
VILLAGE PRESIDENT

ATTEST:

Patricia A. Malo
VILLAGE CLERK

VILLAGE OF RINGWOOD
ORDINANCE NO. 97-12-1

AN ORDINANCE PROVIDING FOR THE APPROVAL
OF AN ANNEXATION AGREEMENT

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF RINGWOOD THIS 15TH DAY OF DECEMBER, 1997

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ORDINANCE NO. 97-12-1
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OF AN ANNEXATION AGREEMENT

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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.

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;

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 December 15, 1997, by and between the Village of Ringwood, a Municipal Corporation in the State of Illinois, and Robert E. Gaylor. Morna K. Gaylor, Robert W. Gaylor and Joanne A. Gaylor 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 15TH DAY OF DECEMBER, 1997.

AYES: Swanson, Bauer, Bruce, Hogan and Kepes

NAYS: None

ABSTAIN: None

ABSENT: Everett

NOT VOTING: None

APPROVED THIS 15TH DAY OF DECEMBER, 1997.

Richard E. Mack
VILLAGE PRESIDENT

ATTEST:

Patricia A. Malo
VILLAGE CLERK

State of Illinois)
County of McHenry)
Village of Ringwood)

ANNEXATION AGREEMENT

THIS AGREEMENT made and entered into this 15th day of December, 1997, by and between the VILLAGE OF RINGWOOD, a municipal corporation, in the State of Illinois (hereinafter referred to as the "Village"), Robert W Gaylor, Joanne A. Gaylor, Robert E. Gaylor and Morna K. Gaylor ("Owners" and/or "Developers"):

WHEREAS, Robert W. Gaylor, Joanne A. Gaylor, Robert E. Gaylor and Morna K. Gaylor will hereinafter sometimes be referred to collectively as "Owners" and/or "Developers"); and

WHEREAS, Robert W. Gaylor, Joanne A. Gaylor, Robert E. Gaylor and Morna K. Gaylor are the owners of record of the following described real estate (hereinafter referred to as the "Subject Property"):

That part of the Southeast Quarter of Section 4, Township 45 North, Range 8 East of the Third Principal Meridian, described as follows: Commencing at the Southeast corner of said Southeast Quarter; thence North 89 degrees, 51 minutes, 52 seconds west along the South line of the Southeast Quarter, for a deed distance of 1345.60 feet (1345.55 feet measured); thence North 0 degrees, 33 minutes, 12 seconds west, 15.44 chains (1019.04 feet); thence North 89 degrees, 41 minutes, 54 seconds west along the north line of the South 15.44 chains (1019.04 feet) of said Southeast Quarter, for a distance of 41.73 feet to the place of beginning; thence North 89 degrees, 41 minutes, 54 seconds west, 959.01 feet to a point on the easterly right of way line of the Chicago and Northwestern Railway Company; thence northwesterly along said easterly right of way line along a curve, having a radius of 3075.76 feet (as said curve is convex to the southwest), for an arc distance of 998.00 feet to a point of tangency; thence North 0 degrees, 58 minutes, 25 seconds west along said easterly right of way line, 101.86 feet; thence South 85 degrees, 23 minutes, 46 seconds east, 1151.02 feet to a point on the westerly right of way line of Illinois Route 31; thence South 0 degrees, 08 minutes, 50 seconds west along said right of way line, 20.00 feet; thence South 0 degrees, 33 minutes, 12 seconds west

along said right of way line, 972.26 feet to the place of beginning, in McHenry County, Illinois.

WHEREAS, Robert W. Gaylor, Joanne A. Gaylor, Robert E. Gaylor and Morna K. Gaylor have full knowledge of the contents of this Agreement, have authority to execute this Agreement and consent to the requests made herein; and

WHEREAS, the Subject Property constitutes approximately 23.75 acres more or less, said property is presently vacant and located on the west side of Route 31 approximately 300 feet north of the Johnsburg Business Park and across the street at the southwest corner of Mann Subdivision, in McHenry Township, McHenry County Illinois; said property is contiguous to the VILLAGE OF RINGWOOD and constitutes property which may be annexed to the VILLAGE OF RINGWOOD, Illinois as provided in Sections 5/11-15.1 et seq. of the Illinois Municipal Code (Chapter 65, Illinois Compiled Statutes, 1994) as amended, of the State of Illinois; and

WHEREAS, the Developers of said property intend to develop said real estate in accordance with the terms and provisions of this Annexation Agreement and the Ordinances of the VILLAGE OF RINGWOOD; and

WHEREAS, the Subject Property is located within the McHenry Township Fire Protection District, the McHenry Township Road District and the Johnsburg Library District; and

WHEREAS, the Trustees of said Districts as well as the McHenry Township Highway Commissioner and McHenry Township Trustees and Supervisor, were notified by Certified Mail at least ten (10) days in advance of any action taken with respect to the Annexation of said property; and

WHEREAS, an affidavit that said notice was served in accordance with the applicable statute was filed with the Village, and has been filed with the Recorder of Deeds of McHenry County, Illinois; and

WHEREAS, said Owner and Developers desire to have said property annexed to the Village of Ringwood, upon certain terms and conditions herein set forth; and

WHEREAS, the Corporate Authorities of the Village of Ringwood, after due and careful consideration, have concluded that the annexation of said real estate to the Village would further the growth of the Village, enable the Village to control the development of the area, and serve the best interest of the Village; and

WHEREAS, pursuant to the provisions of the applicable Village Ordinances and the Statutes of the State of Illinois, public hearings were held, pursuant to property notice, before the Village's Plan Commission and Zoning Board of Appeals and the recommendation of said bodies were submitted to the Corporate Authorities for their consideration; and

WHEREAS, pursuant to the provisions of Section 5/11-15.1 et seq. of the Illinois Municipal Code (Chapter 65, Illinois Compiled Statutes, 1994), a proposed Annexation Agreement was submitted to the Corporate Authorities of the Village of Ringwood, and a public hearing was held thereon before the Village Board of Trustees of the Village of Ringwood, pursuant to notice, as provided by statute, of the State of Illinois.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS HEREBY AGREED BY AND AMONG THE VILLAGE AND THE OWNER AND DEVELOPERS AS FOLLOWS:

- 1) That this Agreement is made pursuant to and in accordance with the provisions of Section 5/11-15.1 et seq. of the Illinois Municipal Code (Chapter 65, Illinois Compiled Statutes, 1994); that said statutory provisions provide for annexation agreements to be entered into between owners of record and municipalities; that all of the requirements of the Illinois Compiled Statutes and specifically, 5/11-15.1 et seq. of the Illinois Municipal Code (Chapter 65, Illinois Compiled Statutes, 1994), in regard to publication and notice have been met prior to the date fixed for the hearing on the proposed agreement.*
- 2) The recitals set forth hereinabove are incorporated by reference.*
- 3) That this Agreement is entered into after a public hearing before the Corporate Authorities of the Village of Ringwood, which hearing was held 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 the Subject Property to the Village of Ringwood, Illinois, upon the terms and conditions described in this Agreement*
- 5) That the Owner of the Subject Property has filed with the Village Clerk of Ringwood a proper Petition for Annexation conditioned upon the terms and provisions of this Agreement to annex the real estate referred to previously as described hereinabove.*
- 6) That the Corporate Authorities, contemporaneously with the approval of this Agreement will, pursuant to the Petition for Annexation filed herein, enact an ordinance annexing*

the Subject Property as previously legally described herein, and also any adjacent roads and highways, as required by law.

7) That the Subject Property is currently located outside the Corporate Limits of the Village of Ringwood, in the County of McHenry and State of Illinois and is contiguous to the corporate boundaries of said Village.

8) That immediately upon the annexation of the Subject Property, the Corporate Authorities shall adopt an ordinance amending the Village Comprehensive Plan and the Village 2010 Land Use Plan by changing the land use designation of Subject Premises from "Rural Residential" to "Industrial" (Non-Manufacturing).

9) That upon annexation of the Subject Premises the Corporate Authorities shall adopt an ordinance granting zoning uses, conditional uses and variations to the Subject Property as hereinafter set forth.

a) Zoning the Subject Premises I-1, Light Industry zoning district classification within the meaning of the McHenry County Zoning Ordinance, 1996, which is incorporated herein by reference.

b) Allowing thereon the McHenry County Zoning Ordinance B-3 General Business District uses permitted by right and, in addition thereto, the uses permitted as a conditional use (except amusement park, commercial beach heliport, commercial kennel) if granted by the Corporate Authorities subsequent to compliance with the hearing processes before the Zoning Board of Appeals and conditions applied; the table of such uses from the McHenry County Zoning Ordinance is attached hereto as Exhibit "A".

c) Granting to Lot 13 (as depicted on the Conceptual Plan attached hereto as Exhibit "B") a conditional use permit for outdoor storage of commercial equipment and vehicles in accordance with Concept Plat of Subdivision, attached hereto as Exhibit "C".

d) Granting a conditional use permit for Lots 11, 12, 14 and 15 (as depicted on the Concept Plat of Subdivision, attached hereto as Exhibit "C") for outdoor storage of commercial equipment and vehicles in the rear yards of said lots subject to such fencing and screening that the Village Board of Trustees may require.

e) Bituminous concrete (asphalt) paving of the aforesaid outdoor storage areas of lots 11 thru 15 shall not be required.

f) *Granting width frontage variations to those lots depicted on Exhibit "C" which do not have a 150 foot frontage, in accordance with the frontage widths as depicted on said Exhibit "C".*

10) *The Village hereby approves the Recommended Guidelines for the Development of the Property ("Guidelines"), which are attached hereto and made a part hereof as Exhibit "D" which delineate the bulk requirements, landscaping and other regulations relating to the Subject property.*

11) *No annexation fees nor developer donations of land or cash shall be payable to the Village as a result of the annexation of the Subject Property or the Subdivision Development or sales of lots thereon for the term of this Agreement unless the zoning of any portion thereof is changed to a residential classification. If any of the Subject property is hereafter rezoned for residential use, the sums payable pursuant to the Developer Donation Ordinance and all other impact fees then in effect in the Village shall apply to such residential premises and in addition thereto, the owner of such property shall, at the time the zoning ordinance reclassifying such premises is adopted, pay to the Village a deferred "Annexation Fee" equal to the then current fee set by Village Ordinance.*

The Village represents that the purpose for which developer donations payable hereunder may be used shall not be restricted to land acquisition, but such donations may be used for any purpose without limitation. The Developer shall have no obligation to defend any third-party litigation relating to such developer donations, nor to indemnify the Village or any other governmental entity in connection therewith; Developer's obligations regarding such donations shall be satisfied upon the making of such payment or conveyance.

12) *It is understood and agreed between the parties hereto that the Developer and/or Owners shall not be required to seek final subdivision plat approval for the Subject Property as one whole unit, but shall have the right to seek separate approvals of preliminary and/or final subdivision plats for any portion of the Subject Property in accordance with and subject to the procedures of the Village of Ringwood Subdivision Control Ordinance then in effect.*

13). *The Village agrees to approve tentative and final plats of subdivision that conform to the Concept Plat of Subdivision (Exhibit "C") and which comply with the Village ordinances, except as might otherwise be expressly modified by this Agreement. Developer may submit tentative and final plats of subdivision and all related filing requirements to the Village for concurrent consideration by the Village. None of the lots having frontage on Illinois Route 31 shall have ingress or egress to or from such lots over said frontage.*

The Association will maintain the Detention Ponds approved by the Village Engineer. Detention ponds will be designed in consultation with the Illinois Department of Natural Resources, the McHenry County Conservation District, and the Village engineer. Pond A will be designed with a porous flat bottom. Pond B will be designed with an impervious, flat bottom and with an average of 1 foot of permanent water retained. The association shall utilize native species in the Detention Basins, if same are viable in such an application. Storm sewers will be reinforced concrete pipe.

13a) The Developer agrees to provide for the perpetual maintenance of the storm water and drainage systems including the detention pond areas depicted on the Concept Plat of Subdivision (Exhibit "C") by creating a Property Owners Association, or appropriate not-for-profit corporation. The Property Owner's Association shall be responsible for monitoring chemical spills and for the prevention of any discharges of storm waters from the premises containing toxic levels of chemicals and of the infiltration of such toxic chemicals into the on-site ground water aquifers.

14) The Developer or the Association or the Corporation shall also maintain the subdivision streets and the street lighting until 50% of the lots depicted on the Concept Plat of Subdivision have been sold and occupancy permits are issued for the building located thereon; at such time the Village will be responsible for the maintenance of the streets and street lighting, and the Developer or the Association or the Corporation shall perpetually maintain those portions of the street right-of-way located between the curbs and the street right-of-way-boundary lines. The provisions of such Property Owner's Association Charter and By-Laws and any covenants used in its enforcement shall require that each Lot Owner shall automatically become a member thereof and shall also establish the means for providing funds for such maintenance. The Village shall have the right, but not the obligation, to enforce the provisions of the Association or Corporate charters, By-Laws and Covenants.

15) The parties hereto further agree that the Subject Property may continue to be used for agricultural uses for which it is presently being utilized and that said uses shall survive the termination of this Agreement as provided by statute; in addition thereto, all existing agricultural uses or expansions thereof shall be considered legal, non-conforming uses and all buildings and residences shall be considered legal, non-conforming uses/buildings within the meaning of the Village of Ringwood Zoning Ordinance.

16) Developers will make all public improvements in accordance with the applicable ordinances of the Village then in effect and pursuant to the terms of this Agreement. In lieu of advance construction of public facilities and improvements made necessary as a result of ordinances or other requirements, and in lieu of any bonds or deposits required in connection

therewith to guarantee construction or performance under such ordinances or other requirements, Developers at their election, may furnish to the Village, irrevocable letters of credit, in a form approved by the Village Attorney, issued by a sound and reputable banking or financial institution authorized to do business in the State of Illinois, in an amount equal to one hundred twenty five percent (125%) of the cost estimate therefor as approved by the Village Engineer. The parties agree that said irrevocable letter of credit shall be furnished to the Village as provided below:

Developer shall make all public improvements in accordance with the applicable ordinances of the Village then in effect and pursuant to the terms of this Agreement. The Village agrees to review final plats of subdivision along with the accompanying engineering plans, and if the same are acceptable, the Village shall furnish a letter to the Developer that says plat and engineering have been conditionally approved and that the final plat will be recorded by the Village when the Developer delivers the proper letter of credit, bond or guarantee, whichever is applicable, to the Village, within one year from the date of the conditional final plat approval.

The street pavement widths on Dakota Drive (as depicted on Exhibit "C") shall be not less than 31 feet back-to-back of the curb and the pavement width on Hayden Drive and on Austin Court (as depicted on Exhibit "C") shall not be less than 35 feet back-to-back of the curb. No curb cuts shall be allowed to access from Dakota Drive. All driveways shall have a minimum radii of twenty-five (25) feet.

17) Those lots fronting on Route 31, being lots 1,2, and 3, shall utilize brick or exterior masonry on the Route 31 side of the building. For a period of three (3) years after the approval of a final plat of subdivision by the Village which encompasses Lots 1, 2 and/or 3 therein, Lots 1, 2 and 3 shall be required to have brick or exterior masonry knee walls on the remaining three sides of the building. If no building permits have been issued for lots 1, 2, and/or lot 3 by the end of the aforesaid three(3) year period, then the buildings constructed on said lots 1, 2, and/or 3 shall only be required to utilize brick or exterior masonry on the Route 31 side of the aforesaid lots, but would be allowed to have no brick or exterior masonry on the remaining three (3) sides. Plain, non-decorative concrete block may not be used for the external surface of any building on the Subject Property.

17a) The "front exterior wall" of a Building shall be defined as the closest exterior wall to the most major Street adjoining the Site serving as an access thereto, on which the Building is situated. A Building with exterior dimensions of ten thousand (10,000) square feet or less shall have a front exterior wall consisting of at least thirty percent (30%) exterior brick or decorative masonry. A Building with exterior dimensions of more than ten thousand (10,000) square feet shall have a front exterior wall consisting of at least forty percent (40%) exterior brick or

decorative masonry. In no event shall plain concrete blocks be allowed on any exterior surface of a Building. Notwithstanding the foregoing, the exterior of the buildings located on Lots 1, 2 and 3 shall be controlled by the paragraph 17) above.

18) A Building with exterior dimensions of ten thousand (10,000) square feet or less may have metal side and rear exterior walls; provided, however, that such walls must either (a) have extra landscaping along them as approved by the Committee or (b) consist of exterior masonry or brick for not less than the lower four (4) feet thereof ("knee walls"). A Building with exterior dimensions of more than ten thousand (10,000) square feet may have metal side and rear exterior walls; provided, however, that not less than the lower four (4) feet of such walls must be knee walls. Notwithstanding the foregoing, the exterior of the buildings located on Lots 1, 2 and 3 shall be controlled by the paragraph 17) above.

19) The Village agrees that, after a final plat of subdivision is recorded, the Developer and/or Owner shall not be required to construct all on-site or off-site improvements prior to the issuance of building permits for buildings or improvements on any lot on the subdivided property. Rather, the Developer/Owner shall be allowed to construct the required off-site and on-site public improvements simultaneously with the issuance of building permits for individual lots and/or buildings. However, all off-site and on-site public improvements (except final lift of bituminous asphalt surface on roads and landscaping), serving any said lot or building shall be installed by Developer and approved by the Village before an occupancy permit is issued for said lot or building. The balance of the required public improvements not required to service said lot or building may be constructed in phases, as the development on each unit progresses, provided, however, that such public improvements shall be constructed within a year after the date the final plat is recorded.

20) It is understood that the Village will cooperate with the Developer in the procurement and/or execution of the necessary permits from the appropriate government bodies to allow the construction of an access drive from the Subject Property onto State Route 31 at the location depicted on the Concept Plat of Subdivision.

21) 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, conditional uses and 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.

Should any existing ordinances affecting the development of the Subject Property be amended or modified in any manner to impose less restrictive requirements upon construction, the benefit of such less restrictive requirements shall inure to the Owner or the Developer, who may elect to proceed with respect to the development of the Subject Property under the terms of the amendment or modification applicable generally to all property within the Village.

22) Any Owner of a lot that has been subdivided pursuant to the terms of this Agreement may, at such Owner's option, make application to the Village for zoning relief as to such lot without making an application to amend this Agreement and without obtaining the consent or permission of any Owner or Occupant of the remainder of the Subject Premises.

23) The Developer agrees to reimburse the Village for all its engineering and attorney's fees and litigation expenses incurred by the Village relating to third party lawsuits and actions involving the planning, zoning, development and annexation of the property in question arising out of this Agreement, but not any lawsuit or action between the Developer, Owner and Village.

24) The covenants and agreements contained in this Agreement shall be deemed to be covenants running with the land during the term of this Agreement and shall inure to the benefit of all and be binding upon the heirs, executors, successors and assigns of the parties, including the Village, its Corporate Authorities and its successors in office and enforceable by order of Court pursuant to its provisions and applicable statutes of the State of Illinois.

25) This agreement shall be binding upon the parties hereto, and their respective successors and assigns for a full term of twenty (20) years, commencing as of the date hereof, as provided by Statute and to the extent permitted thereby and any extended time that may be agreed to by amendments or by changes in the statutes applicable thereto.

26) It is agreed that in the event any of the terms of this Annexation Agreement are challenged in any Court proceedings by third parties and the development of the Subject Property is enjoined, the period of time of such injunction shall not be included in the calculation of said twenty (20) year term as to the premises affected thereby.

27) No action for declaratory judgment, specific performance, damages or any other relief may be brought by any of the parties hereto, their successors and assigns, concerning this

Agreement except in the Circuit Court of McHenry County, Illinois; no such legal actions may be brought by the parties hereto, their successors or assigns, in any federal court.

28) It is specifically understood and agreed that the Developer and its successors and assigns shall have the right to sell, transfer, mortgage and assign all or any part of the Subject Property and the improvements thereon to other persons, firms or corporations for investment, building or financing development and sale purposes, and that such persons, firms, or corporations shall be entitled to the same rights and privileges and shall have the same obligations as the Developer and/or Owner has under this Agreement.

29) 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, such provision shall be deemed to be excised therefrom and the invalidity of such section, paragraph, clause, provision or item shall not affect any other provisions of this Agreement.

30) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

Remainder of Page Intentionally Left Blank

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

VILLAGE OF RINGWOOD

By: Richard E. Mack
Richard E. Mack, President

Attest:

By: Patricia A. Malo
Patricia Malo, Village Clerk

Robert W. Gaylor
Robert W. Gaylor

Joanne A. Gaylor
Joanne A. Gaylor

Robert E. Gaylor
Robert E. Gaylor

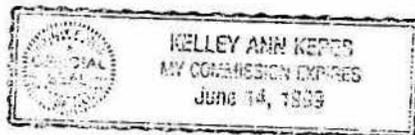
Morna K. Gaylor
Morna K. Gaylor

Prepared by:
Daniel F. Curran
CAMPION, CURRAN, RAUSCH
GUMMERSON & DUNLOP, P.C.
8600 Route 14 Suite 201
Crystal Lake, IL 60012
815-459-8440

State of Illinois)
County of McHenry)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Richard E. Mack, Village President and Patricia Malo, Village Clerk, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered said instrument as such President and Village Clerk of said Village of Ringwood, and caused the Corporate Seal of said Village to be affixed thereto pursuant to the authority, given by the Board of Trustees of said Village as their free and voluntary act and deed of said Village, for the uses and purposes therein set forth.


Notary Public



STATE OF ILLINOIS)
)
COUNTY OF MCHENRY)

Robert W. Gaylor, Joanne A. Gyalor, Robert E. Gaylor and Morna K. , being first duly sworn upon their respective oaths depose and say that they have read the foregoing Annexation Agreement by them subscribed; that they have personal knowledge of the contents thereof and that the contents thereof are true in substance and in fact.

Robert W Gaylor

Robert W. Gaylor

Joanne A. Gaylor

Joanne A. Gaylor

Robert E. Gaylor

Robert E. Gaylor

Morna K. Gaylor

Morna K. Gaylor

*Subscribed and sworn to before me
this 15 day of December, 1997.*

Mary L. Donner

Notary Public



EXHIBIT "A"

TABLE ONE: PRINCIPAL USES PERMITTED IN ZONES

A1	A2	E5	E3	E2	E1	R1	R2	R3	USE	B1	B2	B3	O	II	I2
									ADVERTISING AGENCY	X			X		
									AGRICULTURAL IMPLEMENTS; SALES AND SERVICE			X			
C									AIRPORT; RESTRICTED LANDING AREA					C	C
C									AIRPORT; COMMERCIAL (L)						
									ALCOHOLIC BEVERAGES:	*	*	*			
									• PACKAGE SALES	X	X	X			
									• CONSUMPTION ON PREMISES OF SALE (L)		X				
C									AMPHITHEATERS			X			
									AMBULANCE SERVICE GARAGE; COMMERCIAL	X		X			
									AMUSEMENT PARK (L)			C			
X									ANIMAL: EXOTIC, BREEDING & TRAINING						
X									ANIMAL CARE SHELTER						
T		T	ANIMAL SHOW; CIRCUS	T	T	T	T	T	T						
C									ANTIQUE SALES; STRIPPING, REPAIR, RESTORATION	X		X			
X	X	X							APICULTURE (BEEKEEPING)						
									APPAREL SALES	X		X			
									ARMY & NAVY SURPLUS STORE			X			
									ARCHERY RANGE; INDOOR			X			
X									ARCHERY RANGE; OUTDOOR			X			
									ARENA; ENCLOSED			C			
X	X	X	X						ARENA; EQUINE ENCLOSED						
									ART GALLERY, ART STUDIO, SALES, SUPPLY STORE	X		X	X		
T									ASPHALT BATCHING PLANT, PORTABLE					T	T
C		C	C	C	C	C	C	C	ATHLETIC FIELD						
									AUCTION HOUSE			X			
T	T	T	T	T	T	T	T	T	AUCTION	T	T	T	T	T	T
									AUDITORIUM			X			

C CONDITIONAL USE
(L) LIQUOR MAY BE PERMITTED AS AN ACCESSORY USE
T TEMPORARY USE
X PERMITTED BY RIGHT
***** MUST COMPLY WITH McHENRY COUNTY LIQUOR ORDINANCE
****** MINIMUM LOT SIZE SHALL BE TWO ACRES
******* SEE ARTICLE 401 INDUSTRIAL USE REGULATIONS FOR COMPLIANCE STANDARDS

A1	A2	E5	E3	E2	E1	R1	R2	R3	USE	B1	B2	B3
									AUTOMOBILE: • CAR WASH • OUTDOOR SALES LOT • PARKING LOT OR GARAGE, COMMERCIAL • PARTS & SUPPLIES • RENTALS • REPAIR SHOP • SALES, SHOWROOM • SERVICE STATION • SERVICING & PARTS	X		X
									BAIT SHOP	X		
									BAKERY; RETAIL	X		X
									BANK, SAVINGS & LOAN ASSOC.	X		X
									BARBER SHOP	X		
									BEAUTY SHOP	X		
		X	X	X	X	X	X	X	BEACH; PRIVATE			
		X	X	X	X	X	X	X	BEACH; COMMERCIAL	X		X
C	C	C	C	C	C	C	C	X	BED & BREAKFAST	X		
									BEVERAGE; WHOLESALE & STORAGE			X
									BICYCLE; SALES OR REPAIR	X		X
X	X	X							BLACKSMITH SHOP; HORSE RELATED			
									BLUEPRINTING & PHOTOSTAT SHOP	X		
									BOILERS; RETAIL SALES			X
									BOOKSELLER	X		X
									BOWLING ALLEY (L)	X		X
									BROADCASTING STATION; STUDIO	X		
									BUILDING MATERIALS; SALES			X
									BUS TERMINAL	X		X
									BUSINESS MACHINE; SALES, REPAIR, SERVICING	X		
C		C	C						CAMP; DAY			
C		C							CAMP; COMMERCIAL			
C									CAMPGROUND			
									CATALOG SALES OFFICE	X		
									CATERER	X		X
C	C	C	C	C	C	C	C	C	CEMETERY			
T	T	T	T	T	T	T	T	T	CHRISTMAS TREE SALES	T	T	T

C	CONDITIONAL USE
(L)	LIQUOR MAY BE PERMITTED AS AN ACCESSORY USE
T	TEMPORARY USE
X	PERMITTED BY RIGHT
*	MUST COMPLY WITH McHENRY COUNTY LIQUOR ORDINANCE
**	MINIMUM LOT SIZE SHALL BE TWO ACRES
***	SEE ARTICLE 401 INDUSTRIAL USE REGULATIONS FOR COMPLIANCE STANDARDS

A1	A2	E5	E3	E2	E1	R1	R2	R3	USE	B1	B2	B3	O	II	I2
C		C	C	C	C	C	C	C	CHURCH; PLACES OF WORSHIP	C		C			
									CLEANERS (CLOTHING) PICKUP	X		X			
									CLINIC; MEDICAL, CHIROPRACTIC & DENTAL	X		X	X		
X	X								CLINIC; VETERINARY • LARGE ANIMALS • SMALL ANIMALS	X		X	X		
C									CLUB OR LODGE; PRIVATE, SOCIAL, POLITICAL & FRATERNAL (L)	X		X			
									COMMUNITY CENTER; PUBLIC	X		X			
T	T	T	T	T	T	T	T	T	CONTRACTOR'S PROJECT OFFICE & SHED	T	T	T	T	T	T
									CURRENCY EXCHANGE	X			X		
X									DAIRY PROCESSING***						
									DANCING SCHOOL	X					
		C	C	C	C	C	C	C	DAY CARE CENTER	C					X
									DEPARTMENT STORE	X		X			
									DETECTIVE AGENCY	X			X		
								X	DORMITORIES, ROOMING/BOARDING HOUSES						
X	X	X	X	X	X	X		X	DWELLING; SINGLE FAMILY RESIDENTIAL • TWO FAMILY • MULTIPLE FAMILY						
									EARTH MATERIALS, EXTRACTION & PROCESSING						
X									EGG PRODUCTION; COMMERCIAL***						
C	C	C	C	C	C	C	C	C	ELECTRICAL DISTRIBUTION CENTER	C	C	C	C	C	C
X	X	X	X	X	X	X	X	X	EMERGENCY SHELTERS	X					
									EMERGENCY SHELTERS WHERE LICENSING IS NOT REQUIRED OR SPACING CANNOT BE MET	C					
									EXTERMINATION & FUMIGATION SHOP			X		X	
C									FAIRGROUNDS (L)						
X	X								FEED, GRAIN & SEED SALES***			X			
T	FESTIVAL (L)	T	T	T	T	T	T								

C CONDITIONAL USE
 (L) LIQUOR MAY BE PERMITTED AS AN ACCESSORY USE
 T TEMPORARY USE
 X PERMITTED BY RIGHT
 * MUST COMPLY WITH McHENRY COUNTY LIQUOR ORDINANCE
 ** MINIMUM LOT SIZE SHALL BE TWO ACRES
 *** SEE ARTICLE 401 INDUSTRIAL USE REGULATIONS FOR COMPLIANCE STANDARDS

A1	A2	E5	E3	E2	E1	R1	R2	R3	USE	B1	B2	B3	O	II	I2
X	X	X	X	X	X	X	X	X	FIRE STATION; PUBLIC RESCUE SQUADS	X	X	X	X	X	X
T									FLEA MARKET	T		T	T	T	T
X									FLOUR, FEED & GRAIN MILLING***						
									FLORIST SALES	X		X			
									FOOD LOCKER	X					
X									FOREST & GAME MANAGEMENT						
									FUNERAL HOME	X		X			
									FURNACE & WATER HEATER SALES			X			
									FURNACE & WATER HEATER REPAIR & SERVICE			X		X	X
									FURNITURE SALES; NEW & USED	X		X			
C									GAME BREEDING & SHOOTING PRESERVE						
									GIFT SHOP	X		X			
C		C	C	C	C	C			GOLF COURSE, COUNTRY CLUB (L)						
C									GOLF DRIVING RANGE AND/OR MINI-GOLF	X					
X									GRAIN ELEVATOR; COMMERCIAL***					X	X
X									GREENHOUSE; COMMERCIAL NURSERY CENTER			X			
									GROCERY; RETAIL	X		X			
X	X	X	X	X	X	X	X	X	GROUP HOMES	X					
C	C	C	C	C	C	X	X	X	HALFWAY HOUSES	X					
						C	C	C	HALFWAY HOUSES WHERE LICENSING IS NOT REQUIRED OR SPACING CANNOT BE MET	C					
									HANDICRAFT; CUSTOM PRODUCTION	X		X			
									HARDWARE STORE; RETAIL	X		X			
									HEALTH CLUB; GYMNASIUM OR ATHLETIC CLUB (L)	X		X			
C									HELPORT			C	C		
C		C	C	C	C	C	C	X	HOMES, INSTITUTIONS & SPECIALIZED CARE FACILITIES	C					
X	X	X							HORSE FARM						
C	C	C	C	C	C	C	C	C	HOSPICES	X					
									HOSPICES WHERE LICENSING IS NOT REQUIRED OR SPACING CANNOT BE MET	C					
C		C	C	C	C	C	C	C	HOSPITALS	C		C	C		

C CONDITIONAL USE
 (L) LIQUOR MAY BE PERMITTED AS AN ACCESSORY USE
 T TEMPORARY USE
 X PERMITTED BY RIGHT
 * MUST COMPLY WITH McHENRY COUNTY LIQUOR ORDINANCE
 ** MINIMUM LOT SIZE SHALL BE TWO ACRES
 *** SEE ARTICLE 401 INDUSTRIAL USE REGULATIONS FOR COMPLIANCE STANDARDS

A1	A2	E5	E3	E2	E1	R1	R2	R3	USE	B1	B2	B3	O	I	I	I2	
									HOTEL (L)	X		X					
									HOUSEHOLD APPLIANCES; SALES, REPAIR	X		X					
									ICE CREAM SHOP	X							
									INDUSTRY, HEAVY • PRODUCTION, PROCESSING, FABRICATION, CLEANING, TESTING, STORAGE OR REPAIR ACTIVITIES INCLUDING OR SIMILAR TO THE FOLLOWING: ABRASIVE PRODUCTS,; ASPHALT; CHEMICALS; CLAY; GLASS; FIBERGLASS; STONE; COAL; COKE & TAR PRODUCTS; CONCRETE PRODUCTION; FERTILIZERS' FOUNDRIES' METAL & METAL ORES (EXCEPT PRECIOUS & RARE METAL) REDUCTION; REFINISHING; SMELTING' RUBBER (NATURAL & SYNTHETIC); TEXTILE MILL; TRANSPORTATION EQUIPMENT								X
									INDUSTRY; LIGHT • PRODUCTION, PROCESSING, FABRICATION, CLEANING, TESTING, STORAGE OR REPAIR ACTIVITIES INCLUDING OR SIMILAR TO THE FOLLOWING; ADVERTISING DISPLAYS; APPAREL; ART WORK; ELECTRICAL ASSEMBLY; FOOD PROCESSING; FURNITURE; LAUNDRY PROCESSING (NON- RETAIL); LUMBER; MAIL ORDER HOUSE; MACHINE SHOP; MANUFACTURER'S AGENT OFFICE; WAREHOUSE; WHOLESALE OF GOODS & SERVICES								X
									INSURANCE AGENCY	X				X			
									INTERIOR DECORATOR	X				X			
									JANITORIAL SERVICES	X							
									JEWELRY, RETAIL	X		X	X				

C	CONDITIONAL USE
(L)	LIQUOR MAY BE PERMITTED AS AN ACCESSORY USE
T	TEMPORARY USE
X	PERMITTED BY RIGHT
*	MUST COMPLY WITH McHENRY COUNTY LIQUOR ORDINANCE
**	MINIMUM LOT SIZE SHALL BE TWO ACRES
***	SEE ARTICLE 401 INDUSTRIAL USE REGULATIONS FOR COMPLIANCE STANDARDS

A1	A2	E5	E3	E2	E1	R1	R2	R3	USE	B1	B2	B3	O	II	I2
									JUDO, KARATE, JIU-JITSU INSTRUCTION	X					
C									KENNEL, COMMERCIAL						
X	X	X	X	X	X	C			KENNEL, PRIVATE	X		X			
									LABORATORY				X		
C									LANDSCAPE WASTE COMPOSTING FACILITY***						
									LAUNDROMAT			X			
X	X	X	X	X	X	X	X	X	LIBRARY; PUBLIC	X		X	X		
									LIQUOR STORE	X	X	X			
									LOAN COMPANY OFFICES	X			X		
									LOCKSMITH	X					
									MARINA; MARINE SUPPLIES	X		X			
									MARKETS; FISH, FRUIT, MEAT & VEGETABLES	X		X			
C									MIGRANT AGRICULTURAL LABOR HOUSING						
						C			MOBILE HOME PARK						
									MOBILE HOME SALES			X			
									MOTEL	X	X	X			
									MOTORCYCLE, ATV & SNOWMOBILES; SALES & SERVICE			X			
									MUSEUM (L)			X			
									NEWSSTAND; MAGAZINES, CIGARETTES, & NOTIONS	X			X		
X									NURSERY; COMMERCIAL (PLANTS)			X			
									OPTICIAN; SALES & OFFICE	X			X		
									OFFICES; BUSINESS & PROFESSIONAL SERVICES	X			X		
									OFFICE SUPPLY; STATIONERY	X		X			
									PAINT & WALLPAPER STORE	X		X			
									PHARMACY	X					
									PHOTOGRAPHY STUDIO	X		X	X		
									PLUMBING SUPPLIES & FIXTURE SALES			X		X	
X		X	X	X	X	X	X	X	POLICE STATION	X	X	X	X	X	X
									PRINTING ESTABLISHMENT					X	X
C									PUBLIC SAFETY TRAINING AREA						

C	CONDITIONAL USE
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T	TEMPORARY USE
X	PERMITTED BY RIGHT
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***	SEE ARTICLE 401 INDUSTRIAL USE REGULATIONS FOR COMPLIANCE STANDARDS

A1	A2	E5	E3	E2	E1	R1	R2	R3	USE	B1	B2	B3	O	II	I
									PUBLIC UTILITY COMPANY YARDS & GARAGE			X		X	X
									RAILROAD FREIGHT TERMINAL						C
T		T	T	T	T	T	T	T	REAL ESTATE PROJECT SALES OFFICE	T	T	T	T	T	T
C									RECYCLING CENTER						X
C									RECYCLING PROCESSING FACILITY						X
									RENDERING PLANT						X
									RENTAL SERVICE STORE	X		X			
C									RESORT	X		X			
									RESTAURANT	X	X	X			
									RETAIL; GENERAL	X		X			
		C	C	C	C	C	C	C	RETIREMENT COMMUNITY	C					
X T	X T	X	X	X	X				ROADSIDE SALES STANDS: • PRODUCE GROWN ON PREMISES • PRODUCE GROWN OFF PREMISES						
									ROLLER SKATING RINK			X			
									SALVAGE YARD					C	C
C									SAWMILL; PERMANENT						X
T	T	T	T	T	T				SAWMILL; PORTABLE					T	T
									SAWMILL; PRODUCT SALES					X	X
X X		X X	SCHOOLS: • COLLEGE, UNIVERSITY/JUNIOR • PRESCHOOL THROUGH GRADE 12 • COMMERCIAL OR TRADE	X X		X X	X X	X X	X X						
									SECOND HAND STORE	X		X			
C									SHOOTING RANGE; OUTDOOR					C	C
									SHOOTING RANGE; INDOOR			X			
									SHOPPING CENTER	X		X			
									SPORTING GOODS; RETAIL	X					
X X X	X X	X X	X	X	X				STABLES;** • PRIVATE • PROFESSIONAL • PUBLIC (I.E. LIVERY)						
X									STOCKYARDS***						
C	C								STORAGE, COMMERCIAL EQUIPMENT & VEHICLES			C		C*	X

C CONDITIONAL USE
 (L) LIQUOR MAY BE PERMITTED AS AN ACCESSORY USE
 T TEMPORARY USE
 X PERMITTED BY RIGHT
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 *** SEE ARTICLE 401 INDUSTRIAL USE REGULATIONS FOR COMPLIANCE STANDARDS

* Conditional Use in I-1 shall only be permitted for lots 11 thru 15 in Gaylor Business Park Subdivision

A1	A2	E5	E3	E2	E1	R1	R2	R3	USE	B1	B2	B3	O	I1	I2
									STORES, WHOLESALE			X			
									SWIMMING POOL; COMMERCIAL			X			
									TAILOR	X		X			
									TAVERN; NIGHT CLUB*		X				
T	T	T	T	T	T	T	T	T	TENT THEATERS, RELIGIOUS MEETINGS OR FESTIVALS SPONSORED BY LOCAL CIVIC, RELIGIOUS, GOVERNMENTAL ORGANIZATIONS AND RECOGNIZED DULY CHARTERED FRATERNAL ORGANIZATIONS	T	T	T	T	T	T
C									THEATERS; DRIVE-IN MOVIE						
									THEATERS; INDOOR MOVIE	X		X			
									TOOL GRINDING & SHARPENING			X	X	X	
X	X	X	X	X	X	X	X	X	TOWERS <100' (SEE SECTION 407.4)	X	X	X	X	X	X
C	C	C	C	C	C	C	C	C	TOWERS >100'	C	C	C	C	C	C
X									TOWNSHIP/COUNTY BUILDINGS	X		X		X	X
									TRUCKING, FREIGHT TERMINALS					C	X
									UPHOLSTERER	X					
C	C	C	C	C	C	C	C	C	UTILITY FACILITY, NON-EXEMPT	C	C	C	C	C	C
									VIDEO ARCADE	X		X			
									WAREHOUSE			X		X	X
									WAREHOUSE, MINI STORAGE			X			
									WELDING					X	X
									WHOLESALE & DISTRIBUTION OF GOODS & SERVICES					X	X
									YMCA - YWCA	X		X			
									YARD & GARDEN EQUIPMENT; SALES & SERVICE			X			
C									ZOO (L)			C			

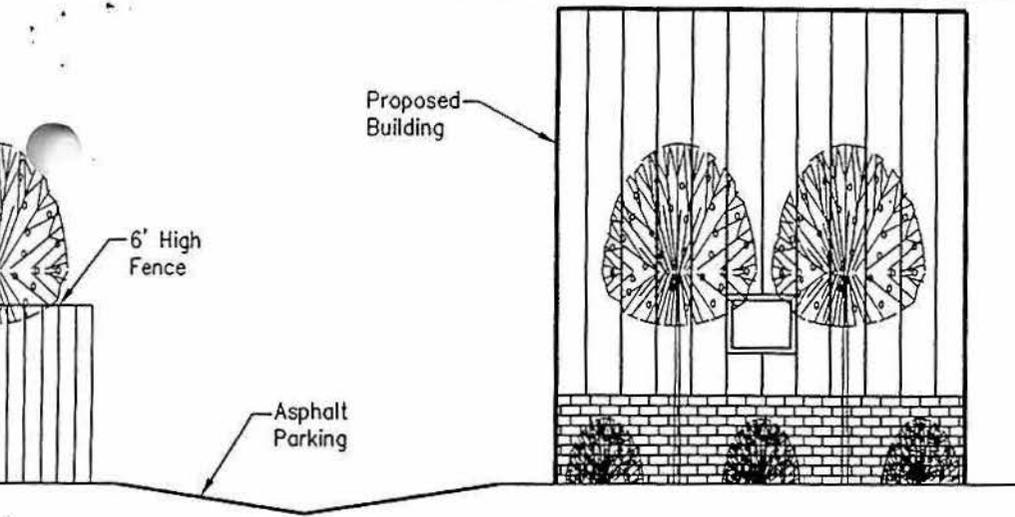
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******* SEE ARTICLE 401 INDUSTRIAL USE REGULATIONS FOR COMPLIANCE STANDARDS

TABLE TWO: BULK CHART

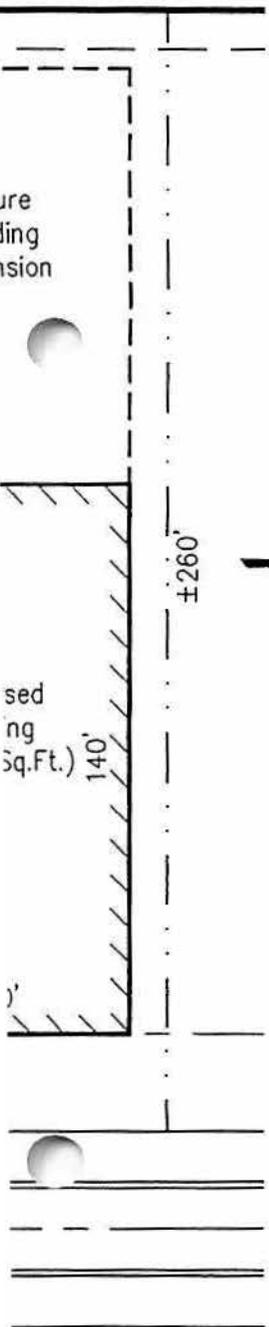
DISTRICTS	LOT AREA, PARCEL AREA & FRONTAGE			YARD REQUIREMENTS				BULK LIMITS			
	MINIMUM AREA***	MINIMUM WIDTH FRONTAGE	MINIMUM YARD ABUTTING ROAD OR STREET*	MINIMUM REAR YARD	MINIMUM SIDE YARD	TRANSIT. YARD	MAXIMUM LAND COVERAGE OF BLDG. AND STRUCTURES	HEIGHT LIMIT FOR PRINCIPAL USE		HEIGHT LIM FOR ACCESSOR' USE	
	ACRES	FEET	FEET	FEET	FEET	FEET	CUMULATIVE%	FEET	STORIES	FEET	STOF
A-1 AG/RESIDENTIAL	40	330	50**	75	50	-	-	-	-	-	-
A-2 AGRICULTURE	FOR BULK REQUIREMENTS, SEE ESTATE DISTRICT OF APPLICABLE SIZE										
E-5 ESTATE	5	330	50**	50	30	-	10	35	2.5	20	1
E-3 ESTATE	3	250	30	50	20	-	15	35	2.5	20	1
E-2 ESTATE	2	175	30	30	20	-	20	35	2.5	20	1
E-1 ESTATE	1	150	30	20	20	-	30	35	2.5	20	1
R-1 RESIDENTIAL	0.5	100	30	20	10	10	30	35	2.5	14	1
R-2 TWO-FAMILY RES.	1	150	30	20	10	20	30	35	2.5	14	1
R-3 MULTIPLE FAMILY	2	175	30	20	10	30	30	35	2.5	14	1
B-1 NEIGHBORHOOD BUS.	0.5	100	30	20	10	30	35	35	2.5	20	1
B-2 LIQUOR BUSINESS	1	150	30	20	10	50	35	35	2	20	1
B-3 GENERAL BUSINESS	1	150	30	20	10	50	35	35	2	20	1
O OFFICE/RESEARCH	0.5	100	30	20	10	30	35	35	2.5	20	1
I-1 LIGHT INDUSTRY	1	150	30	20	10	75	40	40	2	20	1
I-2 HEAVY INDUSTRY	1	150	30	20	10	100	40	40	2	20	1

- * For lots and parcels abutting Arterial Streets the required setback shall be at least eighty (80) feet from the centerline; and for lots and parcels abutting Strategic Regional Arterials the setback shall be at least ninety (90) feet (see Section 305.3 of this Ordinance).
- ** Fifty (50) feet from established right-of-way or eighty (80) feet from the centerline, whichever is greater.
- *** Lot or parcel area shall be determined by the actual lot lines of the lot or parcel in question and shall not be determined by any dimension measured from the center of any road, street or highway.
- **** Modified yard requirements are applicable when sixty (60) percent or more of the lots or parcels of the same zoning district classification in a block contain existing structures and establish a building line other than required by this Ordinance, that line shall establish the required yard. If the building lines of such structures vary, other than required by this Ordinance, the average of all structures shall establish the minimum yard requirement.
- ***** All yards, setbacks and modified yards shall be measured from the overhang of the structure or building.

Exhibit "B"



ion
erated by 5:1)



GAYLOR EXCAVATING SITE CONCEPTUAL PLAN

CIVIL DESIGN GROUP, INC.

1979 North Mill Street Suite 205
Naperville, Illinois 60563
630-778-7872

Scale: None

Date: 8-25-97

CP453

1

of

1

Exhibit "D"

Development Guidelines

Buildings: Those lots fronting on Route 31, being lots 1, 2, and 3, shall utilize brick or exterior masonry on the Route 31 side of the building, and shall be required to have brick or exterior masonry knee walls on the remaining three sides of the building for a period of three (3) years after the approval of a final plat of subdivision by the Village which encompasses Lot 1, 2 and/or 3 therein. If no building permits have been issued for lots 1, 2, and/or lot 3 by the end of the aforesaid three(3) year period, then the buildings constructed on said lots 1, 2, and/or 3 shall only be required to utilize brick or exterior masonry on the Route 31 side of the aforesaid lots, but would be allowed to have no brick or exterior masonry on the remaining three (3) sides. Plain, non-decorative concrete block may not be used for the external surface of any building on the Subject Property.

Fencing: No fencing shall be permitted on Lots 1-10 without Village Board approval. Fencing on Lots 11 through 15 shall be behind the rear or side yard line of the building or around outdoor storage areas except that the fencing on Lot 13 will be permitted as shown in the Conceptual Plan for said lot attached to the Annexation Agreement.

Screening: Solid wood fences will be used to screen trash containers, which can only be located in rear or side yards. In no event shall trash containers be allowed on the Route 31 side of Lots 1, 2 and 3.

Landscaping: Foundation landscaping shall be planted and maintained along the front of every building. There will be one tree every 40 feet along Dakota Drive, Austin Drive and Hayden Lane and along the Route 31 frontage (excluding the Detention Areas). Trees will be planted on Route 31 and Dakota by Developer. Trees on remaining lots to be installed by Lot Buyers at time of Building Permit and shall be guaranteed by the Lot Owner for one year from date of installation. All of the above noted trees shall be located on the individual lots, but may be planted in the required setbacks. The Village will provide a list of trees which are not acceptable for this purpose and no trees of the same species shall be planted adjacent to each other on the same side of the street. No two adjacent areas of plants of the same species shall be planted together on the same side of the street.

Lighting: Five street lights on non-wooden poles would be used to light the intersections at the locations shown on the Concept Plat of Subdivision. Shoebox (directional) lighting shall be required on the buildings and parking lots to ensure that no light travels beyond the boundary lines of the property.

Parking Lots: *Parking Lots located in the front and side of all lots must be paved, but the rear lots may be gravel when located behind the rear line of the building located thereon. However, Lots 1, 2, 3 and 6 must have pavement on all parking and loading areas due to their higher visibility from the roadway. Curbs and gutters will not be required for the parking lots. Lot 13 shall be allowed to be developed in the manner depicted on the Conceptual Plan, including the parking areas.*

Signage: *Developer may install one common lighted sign at the Route 31 entrance to identify the occupants of the Park as well as signage on each lot/building for each individual user. No billboard or monument signs will be permitted on the Route 31 side of Lots 1, 2, or 3 without Village Board approval, but the buildings located on those lots may each utilize internally illuminated signs (6 feet x 10 feet) on the side of the building facing Route 31, unless a Village Board approves a change therefrom.*

Building Front Exterior Wall Materials. *The "front exterior wall" of a Building shall be defined as the closest exterior wall to the most major Street adjoining the Site serving as an access thereto, on which the Building is situated. A Building with exterior dimensions of ten thousand (10,000) square feet or less shall have a front exterior wall consisting of at least thirty percent (30%) exterior brick or decorative masonry. A Building with exterior dimensions of more than ten thousand (10,000) square feet shall have a front exterior wall consisting of at least forty percent (40%) exterior brick or decorative masonry. In no event shall plain concrete blocks be allowed on any exterior surface of a Building. Notwithstanding the foregoing, the exterior of the buildings located on Lots 1, 2 and 3 shall be controlled by the paragraph above entitled "Buildings" and not this paragraph.*

Building Side and Rear Exterior Wall Materials. *A Building with exterior dimensions of ten thousand (10,000) square feet or less may have metal side and rear exterior walls; provided, however, that such walls must either (a) have extra landscaping along them as approved by the Committee or (b) consist of exterior masonry or brick for not less than the lower four (4) feet thereof ("knee walls"). A Building with exterior dimensions of more than ten thousand (10,000) square feet may have metal side and rear exterior walls; provided, however, that not less than the lower four (4) feet of such walls must be knee walls. Notwithstanding the foregoing, the exterior of the buildings located on Lots 1, 2 and 3 shall be controlled by the paragraph above entitled "Buildings" and not this paragraph.*