

Original

**ANNEXATION
AGREEMENT**

Prepared by and Mail to:
Joseph Gottemoller
One N. Virginia Street
Crystal Lake, IL 60014

Pioneer Oaks

This annexation agreement (the "Agreement"), is made and entered into this 18th day of April, 2005, by and among the Village of Ringwood, Illinois, an Illinois municipal corporation located in McHenry County, Illinois (the "Village"), and BETTY JANE JUSTEN and Contract Purchasers, RINGWOOD VENTURE, LLC., an Illinois limited liability company (the "Developer") (The Village and Developer are hereinafter collectively referred to as "Parties" and individually referred to as a "Party").

RECITALS

A. BETTY JANE JUSTEN is the owner of record of approximately 100 acres of real Property located generally along the West side of Pioneer Road one lot Southeast of the current boundaries of the Village of Ringwood, in McHenry County, Illinois, which Property is legally described on Exhibit A and as depicted in Exhibit B, attached hereto and incorporated herein by reference (the "Property").

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

C. The Property is not presently located within the corporate limits of any municipality.

D. Developer seeks to prepare for the annexation of the Property to the Village and to improve the Property with single family detached residences and one commercial lot substantially in accordance with the Concept Plan of the subdivision attached hereto as Exhibit C and incorporated herein by reference (the "Concept Plan").

E. The Village acknowledges that the Developer's proposed use of the Property will be compatible with and will further the planning objectives of the Village and that the annexation of the

Property to the Village will be of substantial benefit to the Village, will extend the corporate limits to and jurisdiction of the Village, will permit orderly growth, planning and development of the Village, will increase the tax base of the Village, and will promote and enhance the general welfare of the Village and its residents.

F. The Village R-1 zoning district classification under the Village Zoning Ordinance, as currently amended (the "Zoning Ordinance") is consistent with the Village Comprehensive Plan.

G. The Village has agreed to annex the Property to the Village, to zone the Property as herein described, to approve the Concept plan hereinafter described in order to facilitate Developer's improvement of the Property in accordance with the Concept Plan.

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

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

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

K. No notice is necessary to the McHenry Township Fire Protection District or the McHenry Public Library District, as their jurisdiction will not change as a result of any annexation to the Village. Due and proper notice of the proposed annexation has been given to the McHenry Township and the McHenry Township Commissioner of Highways, more than ten (10) days prior to any action being taken on the annexation of the Property.

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

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

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

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

ARTICLE I

RECITALS

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

ARTICLE II

ANNEXATION OF THE PROPERTY

The Property is contiguous to the Village and the Corporate Authorities shall proceed, subject to the terms and conditions set forth in this Agreement, to consider the question of annexing the Property to the Village and do all things necessary or appropriate to cause the Property to be validly annexed to the Village, and the Property is validly classified under the Village zoning ordinance in accordance with and as contemplated by this Agreement, and the other approvals specified herein are granted, all at the times specified herein.

ARTICLE III

ZONING OF THE PROPERTY

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

- (i) Classify the Property under the R-1 zoning district classification, as depicted on the Concept Plan;
- (ii) Classify the corner of Pioneer and Ringwood road as depicted on the concept plan B-1 Neighborhood Business;
- (iii) Approve the Concept Plan for the Property;

B. The Tentative Plat together with the aforesaid underlying zoning district classifications shall create a permanent R-1 and B-1 zoning classifications for the Property (unless

changed by the Village at the Developer's request) which shall remain in effect throughout the Term of this Agreement and thereafter until amended in the manner provided by law for the amendment of zoning classifications.

ARTICLE IV

CODES AND ORDINANCE; FEES

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

B. Except as may be expressly modified by the terms and provisions of this Annexation Agreement, the Developer shall comply in all respects with the conditions, requirements and fees of all applicable ordinances of the Village as they may then exist from time to time. Owners and Developers agree that nothing contained in this Annexation Agreement is intended to limit, restrict, or in any way to diminish or impair the power, authority, right or ability of the Village to pass and adopt new or different ordinances, regulations or fees of any kind, amount or nature whatsoever during the life of this Agreement and the owners and Developers agree that any such new or different ordinances regulations, and fees, shall apply, in full, and without limitation to and upon the Subject Property, except as otherwise may be expressly provided by this Annexation Agreement.

C. The Developer shall pay an annexation fee to the village in the total amount of \$218,000.00, as follows:

\$17,000.00 on the date that the 17th lot is sold.
\$51,000.00 on the date that the 34th lot is sold.
\$51,000.00 on the date that the 51st lot is sold.
\$99,000.00 on the date that the 70th lot is sold.

provided, however, that the total amount of said annexation fees shall be paid in full no later than three (3) years from the approval date of the Final Plat of Subdivision.

D. The Developer shall comply with the Village Park Donation ordinances. The six (6) acre park donation including the ownership, types of improvements and the exact location of the park shall be determined by the Village Board of Trustees prior to the time of the Final Plat approval. No matter where the park is located, the Developer will be entitled to plat no less than seventy (70) lots for single family homes and one commercial parcel (2.6 acres +/-).

ARTICLE V

SANITARY SEWER SERVICE

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

ARTICLE VI

WATER SERVICE

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

ARTICLE VII

STORM DRAINAGE

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

ARTICLE VIII

OFF-SITE ROAD IMPROVEMENTS

A. The construction of new roads and improvements within the Property will be the obligation of Developer.

B. The Developer shall construct such Ringwood Road and Pioneer Road improvements as the Village Corporate authorities shall require as part of the final plat review process.

ARTICLE IX

ON-SITE IMPROVEMENTS

Developer shall construct only those public improvements depicted on engineering plans approved in conjunction with each Final Plat. Such improvements shall be installed at Developer's

expense using Developer's contractors and contracts. The roads depicted on the Tentative Plat which will be included in any Final Plat shall be conveyed to the Village upon acceptance of the public improvements by the Village pursuant to provisions of the Village subdivision control ordinance.

ARTICLE X

SUBDIVISION OF THE PROPERTY

A. In the event any Village code, ordinance or regulation, existing at the time the Property is annexed to the Village, does not permit the development of the Property in accordance with the Tentative Plat, the Village shall promptly grant such variations as may be necessary to enable Developer's improvement of the Property in accordance with Tentative Plat.

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

ARTICLE XI

EXCAVATION, GRADING AND PREPARATION OF THE PROPERTY FOR DEVELOPMENT

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

ARTICLE XII

BUILDING PERMITS

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

ARTICLE XIII

CERTIFICATES OF OCCUPANCY

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

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

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

ARTICLE XIV

MODELS; SALES OFFICES; SIGNAGE

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

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

B. Developer or its assigns shall have the right upon approval of the Tentative Plat, subject to the provisions of the Village Sign Ordinance, to construct two (2) double faced 100 square foot sales signs within the Property, or on easements in favor of Developer within one-half (½) mile of the Property for as long as development and sales continue on the Property.

C. Prior to the issuance of a final occupancy permit for the first residence, the Developer shall be required to construct permanent entry monuments at the entrances to the Property. The monuments shall be located in an easement in favor of the Homeowners Association and not on publicly owned lands. (The Homeowner's Association shall be created by the Developer at the time the Final Plat of Subdivision and the Covenants are recorded. The powers and duties of the Association will be defined in the covenants and corporate by laws to be created by the Developer.) The monuments shall be brick, stone or other permanent material and shall identify the name of the subdivision. Such signage shall otherwise conform to the Village sign ordinance. The maintenance of such monuments shall be made the obligation of the Homeowners Association in the recorded covenants.

ARTICLE XV

COVENANTS; COMMON AREA

The Developer shall create a Homeowner's Association in order to maintain the common areas in the subdivision and to maintain the quality of the neighborhood. The Homeowners Association and the covenants shall include unless excused by the Village the following restrictions:

A. All single family lots located in the R-1 zoning district shall be used exclusively for residential purposes designed for single-family occupancy. No buildings shall be erected nearer than those specified for each individual lot on the setbacks as set forth in the Final Plat of subdivision.

B. The garage shall be built at the same time as the Dwelling and must be built as an integral and permanent part of said Dwelling, or attached thereto. The garage shall not accommodate less than three (3) or more than four (4) automobiles, but may have additional storage space for lawn mowers, lawn tractors, snowmobiles, tools, etc. No garage shall be used for habitable living space. NO DETACHED GARAGES WILL BE ALLOWED.

C. A maximum of one (1) out-building/shed will be allowed per lot. The maximum size shall be 80 square feet and must be constructed of the same or similar construction material as the primary structure. (A Gazebo is not considered an out building.)

D. Completion of Construction. Any construction undertaken on any lot shall be continued with diligence toward the completion thereof and construction of any dwelling shall be completed within one year from commencement of construction, except that such period may be extended by the Village Board of Trustees for a reasonable time by reason of act of God, labor disputes or other matters beyond the owner's control. No outside wall face shall be of an asphalt brick siding, asphalt shingle siding, cement block, vinyl, aluminum or composite siding. Exterior material shall be brick, stone or other natural siding materials such as cedar. Walls of accessory structures shall be of the same or like quality as the Dwelling, except where brick is used on walls of

Dwelling, other premium siding such as cedar may be used. Aluminum can be utilized for building soffits. Windows may have maintenance free exterior finishes (aluminum or vinyl).

E. No residence shall be less than 2200 square feet in livable area if one story nor less than 2800 square feet of livable area if two or more stories. No residence may use vinyl, aluminum or composite siding but instead must use brick, stone, cedar or other natural siding materials.

F. The garage shall be built of the materials similar to the main structure. No garage shall be used for a temporary or permanent habitable living space.

G. No flat, tar or gravel roofs shall be allowed. All roofs shall have a minimum 6:12 pitch. Minimum roofing material shall be 30 year architectural shingles or cedar shake shingles as approved by the Architectural Review Committee. (The Architectural Review Committee will be organized by the Developer and its powers will be defined by the Covenants which will be recorded at the time of the Final Plat of subdivision.). Accessory structures shall have same roofing material as residential structure.

H. No cement blocks shall be allowed as an exterior to a residence.

I. The lot owners may maintain no more than three (3) domestic pets. All agricultural animals are prohibited, including hoofed animals.

J. No manufacturing, industrial, business, or shop use shall be allowed on any residential lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the surrounding owners. The B-1 Neighborhood Business classification shall be allowed to develop with any of the uses allowed by the Village under the B-1 District.

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

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

M. All private drives will be equipped with proper 16-foot long culverts with flared ends and must be at least five (5) feet from the neighboring lot line unless otherwise permitted by the Village Board of Trustees. Drives shall be paved with blacktop, finished concrete or brick pavers. Each lot owner is responsible to maintain the driveway on their lot. Drives and driveways shall be finished not more than six (6) months after Owners' receipt of an occupancy permit. Notwithstanding the foregoing, any part of the driveway falling within the right of way shall be asphalt.

N. There shall be no septic tank or disposal field erected, placed or installed within seventy-five (75) feet of a well site. All septic tanks or disposal field must meet the minimum Health Department of McHenry County setback requirements from any well.

O. Except for approved septic systems, no oil or gas tanks or tanks for any other

purposes shall be erected on any lot.

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

Q. Outdoor storage of boats, campers, recreation vehicles, snowmobiles and all types of watercraft, motor homes and trailers of all types are prohibited.

R. In ground swimming pools with materials, which meet the Village Pool Ordinance requirements shall be permitted. No swimming pool of temporary or collapsible construction, or one that is portable or movable, nor one that is constructed in such a way as to hold water above ground level of the surrounding terrain, shall be permitted.

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

T. All streetlights shall be Commonwealth Edison decorative lights.

U. The development shall include one subdivision entrance sign, which shall be constructed of brick or stone; no wood signs are allowed. The sign shall be located in an easement outside of the right-of-way. The sign and easement shall be maintained by the Homeowner's Association.

V. The covenants may not be changed without the approval of the Village.

W. No driveways are permitted off of the T-turnarounds.

X. Prior to occupancy, each residence will include at least one electric yard light post on the front of the property and be supplied by an underground source of electricity. The light will be equipped with a sensor to turn the light on at dusk and off at dawn. The homeowner will be responsible for maintaining the light post in working order.

Y. Developer's Promotional Rights. The right is reserved by Developer or its agents and assigns, to place and maintain on those portions of the Property owned by such Developer from time to time, all models, sales offices, trailers, advertising signs and banners and lighting in connection therewith and other promotional facilities at such locations and in such forms as shall be determined by Developer, its agents or assigns. Developer, its agents and assigns, shall have the right to maintain the following facilities on the Property:

- (i) An office for the purpose of Developer conducting the sale of the subdivision lots and exercising the development and management rights reserved herein;
- (ii) A construction office for Developer and its contractors relating to the construction of the subdivision improvements;

- (iii) Appropriate parking facilities at the sales and construction offices for the employees and visitors of Developer and its agents and contractors; and
- (iv) Monuments and permitted signs located within the entryways to the Development including, but not limited to, monuments and signs within any landscape easement adjacent to main entrance roadway.

Z. No motor bikes or ATV's shall be driven on common areas or private lots. Snowmobiles shall not be driven on common areas but can be driven on the lot owners parcel to access snowmobile trail systems.

AA. Any Dwelling on any lot in the subdivision shall be completed before it shall be occupied or used for residential purposes.

BB. No Lot or Lots in the Subdivision shall be divided or resubdivided into smaller lots or parcels of land.

CC. Television and radio transmission towers, antennae and apparatus, including, but not limited to, short wave radio towers, are prohibited, except for normal and customary television antenna affixed to and located on the roof, or attached to the side of the Dwelling. Eighteen (18) inch or smaller satellite dish antennae are permitted subject to approval by the Architectural Review Committee as to location, size, type and screening.

DD. Foundation Landscaping shall be completed within nine months of a receipt of an occupancy permit from the Village.

EE. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet to advertise the property for sale. Notwithstanding anything to the contrary in this Declaration of building and use restrictions and protective covenants, the Developer and builder may erect signs on any lot that they may own, advertising the sale of lots.

FF. Maintenance of Lots. All lots, including adjacent parkways and easements, whether occupied or unoccupied, and any improvements placed thereon, at all times shall be maintained in such a manner as to prevent their becoming unsightly, unsanitary, or a hazard to health. No person shall accumulate on a Lot junked vehicles, litter, refuse or other unsightly materials. No vehicles including trucks, boats, recreational vehicles, snowmobiles, all types of watercraft, campers or trailers shall be parked outside the garage or on the property of the Dwelling. No vehicles belonging to the members of the household may be parked or stored in the yard, driveway, or any place outside on the lot for more than a twenty-four (24) hour period. Vehicles belonging to guest may be stored on the driveway for up to seven days. Garbage shall not be stored outside. Vacant Lots shall not be used for the purpose of gardening and/or raising crops thereon, except, Developer may continue to use unsold Lots for raising crops. Vacant lots shall be maintained so that grass or other vegetation (other than shrubbery, trees, etc.) shall not exceed eight (8) inches. This provision shall not apply to lots with agricultural crops growing thereon.

GG. Village Welcoming Sign. Developer agrees to provide the Village with a sign easement (outside of the right of way) on the South side of Ringwood Road or at the intersection of Ringwood and Pioneer Roads. The site will be determined as part of the Tentative Plat. The Village will use the site for a "welcoming sign" at the Village entrance. The Developer agrees to construct the sign approved by the Village at a cost not to exceed \$6,000.00 dollars.

HH. B-1 Zoning Requirements. Any structure or building built on the Property must be of masonry. Cedar siding will be permitted on a portion of the building so long as 50% of the building is masonry. (Metal, vinyl, cinder block or aluminum siding material is prohibited). Any future parking lot must include curb and gutter and paving while meeting the 10% landscaping requirement. Roof materials will be thirty (30) year architectural shingles, cedar shake or slate. No other roof materials are allowed. The outdoor storage of boats, campers, commercial vehicles, all types of trailers, motor homes, all types of watercraft, and all types of materials is prohibited. All types of fencing (except for trash enclosures) is prohibited.

ARTICLE XVI

IMPACT FEES, DONATIONS AND RETAINED PERSONNEL FEES

Developer shall pay such cash contributions as may be required from time to time in accordance with the Developer Donations provisions of the Village of Ringwood Subdivision Ordinance.

Developer shall comply with the terms and provisions of the Retained Personnel Ordinance of the Village in effect from time to time.

ARTICLE XVII

SECURITY, DEDICATION, ACCEPTANCE FOR PUBLIC IMPROVEMENTS

The Developer of the Subject Property shall in all respects comply with the procedures and requirements of the Village Subdivision Ordinance in effect at the time that the Subject Property is subdivided.

ARTICLE XVIII

MUTUAL ASSISTANCE

The parties shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms, including, without limitation,

the giving of such notices, the holding of such public hearings, the enactment by the Village of such resolutions and ordinances and the taking of such other actions as may be necessary to enable the Parties' compliance with the terms and provisions of this Agreement and as may be necessary to give effect to the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms.

ARTICLE XIX

REMEDIES

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

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

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

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

ARTICLE XX

TERM

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

ARTICLE XXI

MISCELLANEOUS

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

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

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

D. Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon the Village and Developer and their respective successors, assigns, grantees, lessees, and successor municipalities, and shall constitute a covenant running with the land. This Agreement may be assigned by the Developer with the consent of the Village, which consent shall not be unreasonably withheld. Any such assignments shall not relieve the Developer of its obligations hereunder unless specifically agreed to by the Village.

E. Notices. Any notices required or permitted by the provisions of this Agreement shall be in writing and sent by certified mail, return receipt requested, personally delivered, or sent by

facsimile transmission to the Parties at the following addresses, or at such other addresses as the Parties may, by notice, designate:

If to Village:	Village of Ringwood Attn: Building Commissioner PO Box 217 Ringwood, Illinois 60072
With copies to:	Village of Ringwood Attn: Village Clerk PO Box 217 Ringwood, Illinois 60072 Counsel Bernard Narusis (or then current Village Attorney) 213 West Lake Shore Drive Cary IL 60013
If to Developer:	Ringwood Venture LLC c/o Wes Cole 1111 James Street Geneva, IL 60134
With copies to:	Joseph Gottemoller Madsen, Sugden & Gottemoller One North Virginia Street Crystal Lake, IL 60014 Fax No. 815-459-0290

Notices shall be deemed given on the seventh (7th) business day following deposit in the U.S. Mail, if given by certified mail as aforesaid, upon delivery if personally delivered, and upon confirmation by the sending machine of successful transmission, if sent by facsimile, provided that a copy of the notice and confirmation of transmission is sent to the notice party by first class mail the same day as the fax transmission.

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

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

H. Village Fees. The Developer shall reimburse the Village for any and all attorneys' fees incurred by the Village in defending claims brought by third parties to challenge the annexation, zoning, variations or plat approvals given for the Property.

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

J. The Property shall not be eligible for disconnection from the Village during the term of this agreement except as approved by the Village.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written.

VILLAGE:

THE VILLAGE OF RINGWOOD,
A municipal corporation

By: Richard E. Mack

Its: Village President

Attest: Susan Kenneluck

Its: VILLAGE Clerk

DEVELOPER

Ringwood Venture LLC

By: James E. Cook

Its: MANAGER

OWNER

Petty & Justice

Its: _____

STATE OF ILLINOIS)
)SS
COUNTY OF MCHENRY)

I, Donna A. Schaefer, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Richard E. Mack and Susan Kennebeck personally known to me to the same persons whose names are, respectively as President and Village Clerk of the Village of Ringwood, an Illinois municipal corporation, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledge to me that they, being thereunto duly authorized, signed, sealed with the corporate seal of said Village and delivered said instrument as the free and voluntary act of said Village and as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 4 day of May, 2005.

Donna A. Schaefer

Notary Public



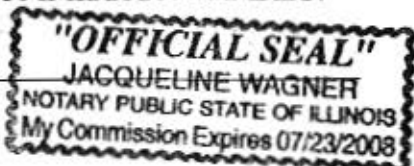
STATE OF ILLINOIS)
)SS
COUNTY OF Mc Henry)

I, Jacqueline Wagner, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT James E. Cordón personally known to me to be an authorized manager of Ringwood Venture LLC, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such authorized manager, he signed and delivered the said instrument as authorized manager of said limited liability company as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 21 day of April, 2005

Jacqueline Wagner
Notary Public

COMMISSION EXPIRES:



STATE OF FLORIDA)
COUNTY OF PASCO)SS

I, Betty Jane Justen, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Betty Jane Justen personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her free and voluntary act, , for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 26 day of April, 2005

[Signature]
Notary Public

COMMISSION EXPIRES:

2/19/05



EXHIBIT A

Legal Description

PARCEL 1

The South Half the Southeast Quarter of Section 3, lying West of the Easterly right-of-way line of Pioneer Road, and South of the Southeasterly right-of-way line of Ringwood Road, in Township 45 North, Range 8 East of the Third Principal Meridian, in McHenry County, Illinois.

PARCEL 2

The West Half of the Northeast Quarter of Section 10, Township 45 North, Range 8 East of the Third Principal Meridian, in McHenry County, Illinois.

EXHIBIT B

Plat of Annexation

See Attached