
ORDINANCE NO. 20-21-08
*An Ordinance Authorizing Execution
of an Annexation Agreement Concerning Certain
Territory Known as 5415 and 5615 N. Johnsburg Road*

AN ORDINANCE PASSED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF JOHNSBURG
AT A REGULAR MEETING ON AUGUST 18, 2020
PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF JOHNSBURG

President
Board of Trustees

Edwin P. Hettermann
Tom Curry
Beth Foreman
Kyle Frost
Josh Hagen
Greg Klemstein
Kevin McEvoy

Village Administrator

Claudett E. Sofiakis

ORDINANCE NO. 20-21-08

***An Ordinance Authorizing Execution
of an Annexation Agreement Concerning Certain
Territory Known as 5415 and 5615 N. Johnsburg Road***

WHEREAS, it is in the best interests of the Village of Johnsburg, McHenry County, Illinois, that an Annexation Agreement (the "Agreement"), a true and correct copy of which is attached hereto and incorporated herein by reference, be entered into; and

WHEREAS, Kip Novotny as Trustee of the Kip Novotny Revocable Trust and Manager of the Novotny Commercial Property, LLC (the "Owner") is ready, willing and able to enter into said Agreement and to perform the terms and obligations as required thereunder; and

WHEREAS, the statutory procedures provided in 65 ILCS 5/11-15.1-1 et seq. of the Illinois Municipal Code, as amended, have been fully complied with.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the VILLAGE OF JOHNSBURG, McHenry County, Illinois, as follows:

SECTION 1: That the President be, and is hereby authorized and directed to execute, and the Village Clerk is authorized and directed to attest, duplicate original copies of the Annexation Agreement, a copy of which is attached hereto and made a part hereof as Exhibit A.

SECTION 2: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Voting Aye: Trustees Foreman, Curry, Frost and Klemstein

Voting Nay: None

Absent: Trustees Hagen and McEvoy

Abstain: None

APPROVED:



Village President Edwin P. Hettermann

(SEAL)

ATTEST:



Village Clerk Claudett E. Sofiakis

Passed: August 18, 2020

Approved: August 18, 2020

Published: August 18, 2020

Prepared by:

Claudett E. Sofiakis

Village Administrator

Village of Johnsburg

1515 Channel Beach Avenue

Johnsburg, IL 60050

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2020, between the VILLAGE OF JOHNSBURG, an Illinois municipal corporation (the "Village"), by and through its President and Board of Trustees (the "Corporate Authorities"), and Kip Novotny as trustee of the Kip Novotny Revocable Trust and President/Authorized Agent of Novotny Commercial Property, LLC (the "Owners" of the "Subject Property", as hereinafter defined).

WITNESSETH:

WHEREAS, the Owner(s) represent to the Village that they are the legal owners of record of real property, which is the subject of this Annexation Agreement, which property is located in an unincorporated portion of McHenry County, Illinois, but is contiguous to the Village's corporate boundaries and is hereinafter referred to as the "Subject Property." Said real property consists of three parcels legally depicted and described in Exhibit A attached hereto, and made a part hereof and generally located on west side of Johnsburg Road, approximate to the intersection of Johnsburg Road and Broadway; and

NOW, THEREFORE, for and in consideration of the premises and mutual promises and agreements herein contained, and by authority of and in accordance with the statutes of the State of Illinois, the parties hereto agree as follows:

1. The representations and recitals set forth in the foregoing preamble are material to this Agreement and the parties hereby confirm and declare their truth and validity and hereby incorporate such representations and recitals into this Agreement.
2. That the Village agrees to hereby annex the Subject Property, said annexation to be on the terms and conditions set forth in this Agreement.
3. Annexation: The Owner has filed with the Clerk of the Village a duly executed petition pursuant to, and in accordance with, the provisions of the Illinois Municipal Code, 65 ILCS 5/7-1-1 et seq, to annex the Subject Property to the Village subject to the approval and execution of this Agreement. It is expressly understood that this Agreement in its entirety, together with the aforesaid Petition for Annexation shall be null, void and

of no force and effect unless the Subject Property is zoned, subdivided and classified as provided in this Agreement.

4. Zoning: The Village agrees that immediately upon execution of this Agreement it will enact an ordinance classifying the Subject Property Village of Johnsborg C-1, Commercial zoning district and E-1, Estate zoning district in accordance with Exhibit B attached hereto. Additionally, a variance shall be granted to Section 11.9-4.8 to permit the construction of a 3600 square feet addition onto an existing accessory structure on Lot 2. Storage within the accessory structure is limited to the business activities associated with the principal use of the property.

5. Subdivision: The Village agrees that immediately upon execution of this Agreement it will approve the attached plat of subdivision providing for four parcels as depicted in Exhibit C attached hereto

6. Donations, Contribution and Fees: At such time as the property is platted, Owner shall pay any and all fees set forth in the Village's Subdivision Control Ordinance then in effect in connection with the development of the Subject Property. Owner agrees that its obligation to pay such fees is a contractual one.

7. Right of Way Dedications Owner shall provide for the following right of way dedications: 1) A 60 feet right of way along the southern border of Lot 2, intersecting with the existing intersection of Broadway and Johnsborg Road; and 2) A 40 feet right of way along Johnsborg Road, measured from the center line of Johnsborg Road, as depicted in Exhibit C. Said dedications shall be dedicated in fee simple title at the time of final platting of the relevant portion of the subject property and shall be conveyed to the Village by deed and other transfer document reasonably requested by the Village, with a survey, and depicted as a dedication on the final plat. Owner shall maintain the existing driveway access located within the 60 feet right of way along the southern portion of Lot 2, until such times as the road is constructed in the future and taken over by the Village.

8. Sale of Property: It is understood and agreed the Owner may sell or convey all or any part of the Subject Property to other builders or developers for the purposes of development. Upon each sale or conveyance, the purchaser shall be bound by and

entitled to the benefits and obligations of this Agreement with respect to the part of the Subject Property sold or conveyed and shall be responsible for any incomplete items associated with the Subject Property.

9. Term of the Agreement: This Agreement will be binding on all parties for a term of 20 years from the date of execution of the Agreement by the Village.

10. Partial Invalidity of Agreement: If any provision of this Agreement (except those provisions relating to the requested rezoning of the Subject Property identified herein and the ordinances adopted in connection therewith), or its application to any person, entity or property is held invalid, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect the application or validity of any other terms, conditions and provisions of this Agreement and, to that end, any terms, conditions and provisions of this Agreement are declared to be severable.

IN WITNESS WHEREOF, the parties have executed this Annexation Agreement the day and year first above written.

OWNER:

VILLAGE:

Trustee, Kip Novotny
Revocable Trust

Edwin P. Hettermann
Village President

Kip Novotny President/Authorized Agent
Novotny Commercial Property, LLC

ATTEST: _____
Claudett Sofiakis
Village Clerk

ACKNOWLEDGMENT

STATE OF ILLINOIS)
)SS
COUNTY OF MCHENRY)

I, _____, a Notary Public in and for and residing in said County and State, DO
HEREBY CERTIFY THAT Kip Novotny, 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 he signed and delivered said instrument as his own free and voluntary act for
the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2020.

Notary Public

ACKNOWLEDGMENT

STATE OF ILLINOIS)
)SS
COUNTY OF MCHENRY)

I, _____, a Notary Public in and for and residing in said County and State, DO
HEREBY CERTIFY THAT Edwin P. Hettermann and Claudett Sofiakis, 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 he signed and delivered said instrument as his own
free and voluntary act for the uses and purposes therein set forth.

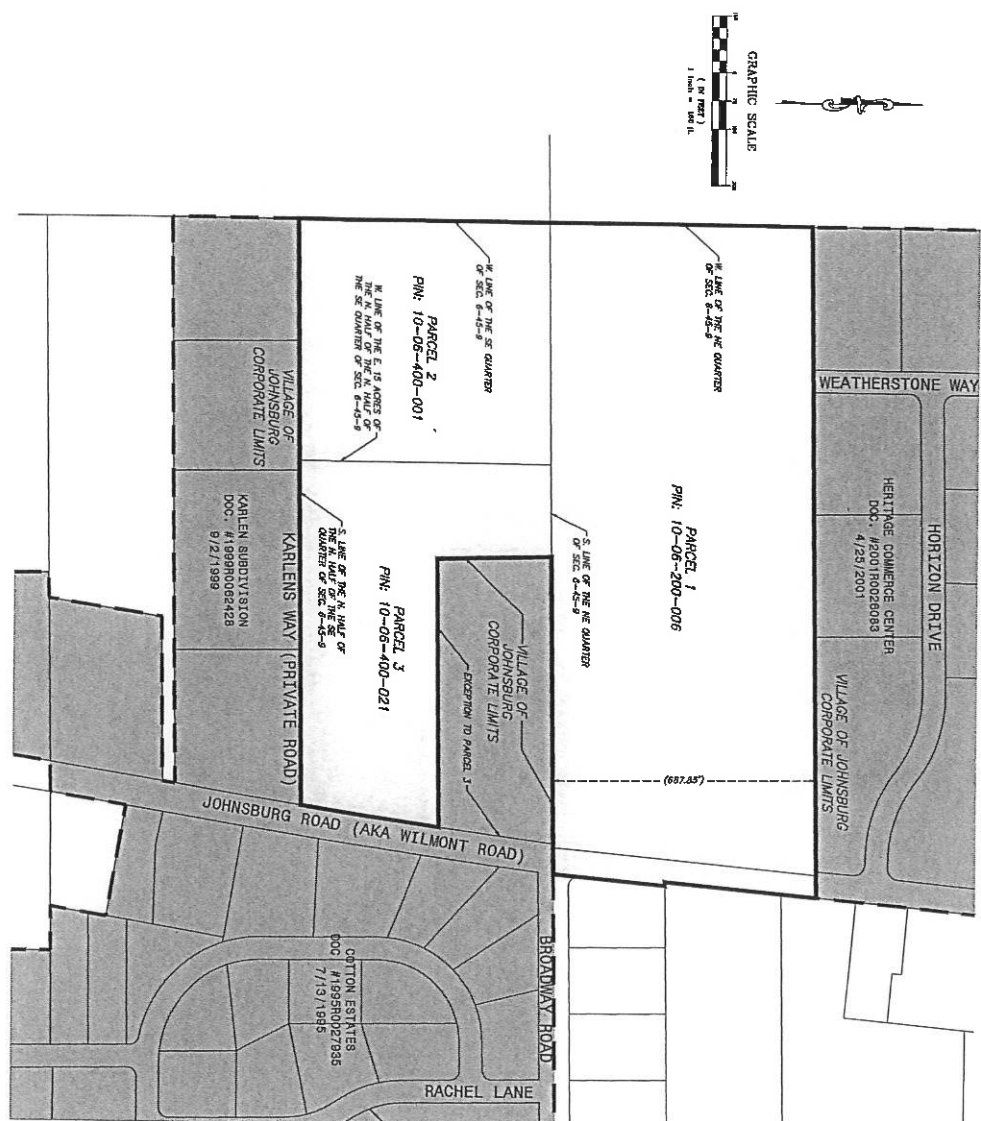
GIVEN under my hand and notarial seal this _____ day of _____, 2020.

Notary Public

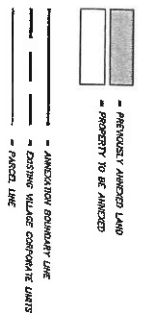
Prepared by:
Claudett Sofiakis
Village of Johnsburg
1515 Channel Beach Avenue
Johnsburg, IL 60051

PLAT OF ANNEXATION TO THE VILLAGE OF JOHNSBURG, ILLINOIS
 OF PART OF SECTION 5, TOWNSHIP 45 NORTH, RANGE 9 EAST OF THE
 THIRD PRINCIPAL MERIDIAN, IN McHENRY COUNTY, ILLINOIS.

Exhibit A



- NOTES:**
- 1. The map was created for use as Part of Annexation.
 - 2. The parcel lines, boundaries, and other features shown were taken from existing records of record.
 - 3. The plat was prepared by the undersigned on the basis of the information provided to the undersigned by the applicant.
 - 4. The plat was prepared by the undersigned on the basis of the information provided to the undersigned by the applicant.
 - 5. The plat was prepared by the undersigned on the basis of the information provided to the undersigned by the applicant.
 - 6. The plat was prepared by the undersigned on the basis of the information provided to the undersigned by the applicant.
 - 7. The plat was prepared by the undersigned on the basis of the information provided to the undersigned by the applicant.
 - 8. The plat was prepared by the undersigned on the basis of the information provided to the undersigned by the applicant.
 - 9. The plat was prepared by the undersigned on the basis of the information provided to the undersigned by the applicant.
 - 10. The plat was prepared by the undersigned on the basis of the information provided to the undersigned by the applicant.



PARCEL 1 - P.M. 10-06-200-006 (AREA, APPROXIMATELY 1.4 ACRES, ON INTERSECTION OF WEATHERSTONE WAY AND HORIZON DRIVE, SECTION 5, TOWNSHIP 45 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN McHENRY COUNTY, ILLINOIS).

PARCEL 2 - P.M. 10-06-400-001 (AREA, APPROXIMATELY 1.4 ACRES, ON INTERSECTION OF WEATHERSTONE WAY AND HORIZON DRIVE, SECTION 5, TOWNSHIP 45 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN McHENRY COUNTY, ILLINOIS).

PARCEL 3 - P.M. 10-06-400-021 (AREA, APPROXIMATELY 1.4 ACRES, ON INTERSECTION OF WEATHERSTONE WAY AND HORIZON DRIVE, SECTION 5, TOWNSHIP 45 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN McHENRY COUNTY, ILLINOIS).

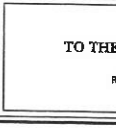
STATE OF ILLINOIS
 COUNTY OF McHENRY
 I, JAMES S. BOYD, PLS., a duly licensed professional land surveyor, do hereby certify that the above plat was prepared by me or under my direct supervision and that I am a duly licensed professional land surveyor in the State of Illinois.

DATE: 11/20/2020



PLAT OF ANNEXATION
 TO THE VILLAGE OF JOHNSBURG, ILLINOIS

OF PART OF SECTION 5, TOWNSHIP 45 NORTH,
 RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN,
 IN McHENRY COUNTY, ILLINOIS.



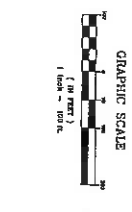
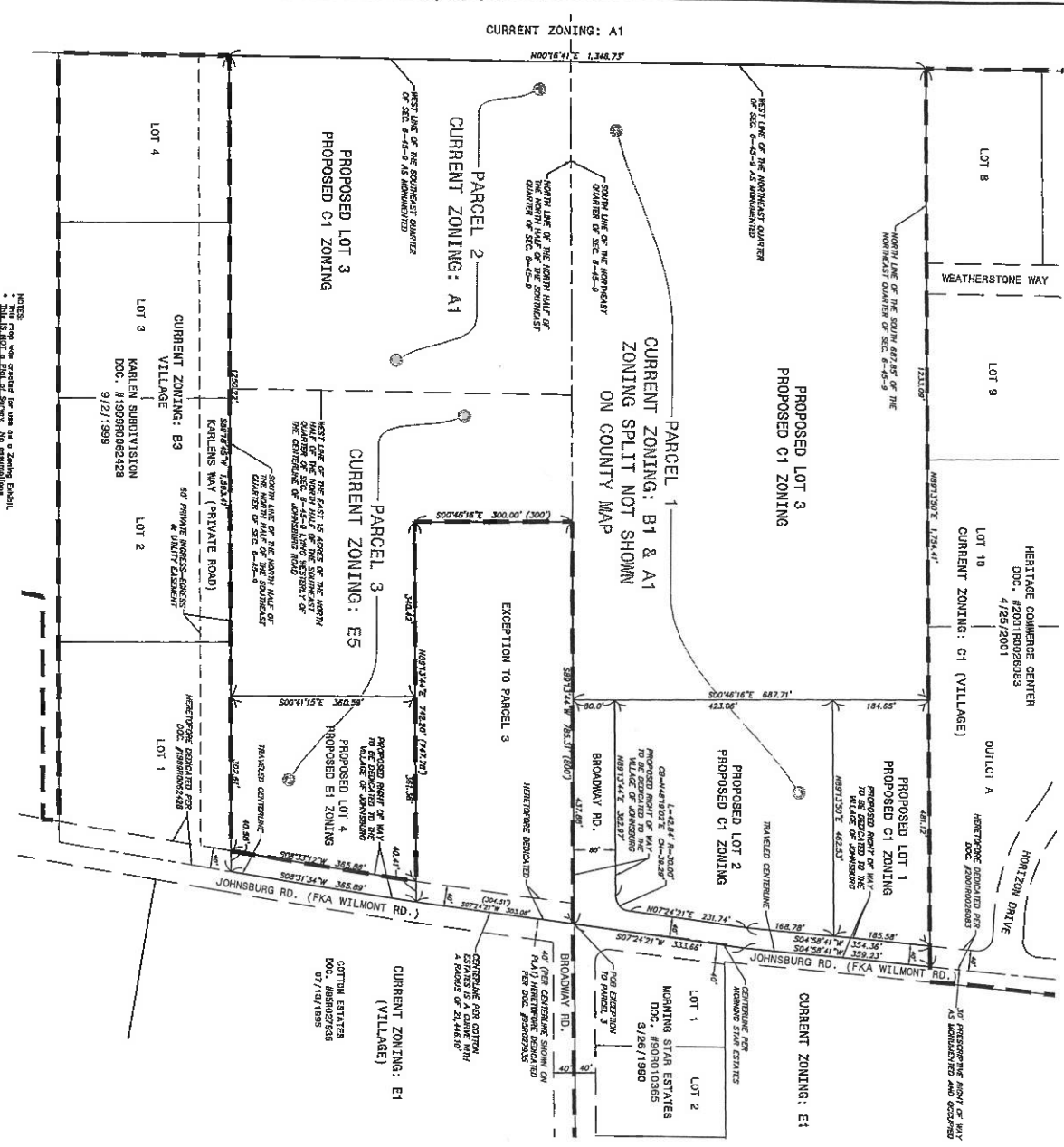
Illinois Professional Design Firm # 184-001322

420 N. Front Street,
 McHenry, IL 60050-2138
 815.355.5353
 www.hrgreen.com

NO.	DATE	BY	REVISION DESCRIPTION

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NOTES:
 1. This map was created for use as a zoning exhibit.
 2. It is not to be used for legal, engineering, or other purposes.
 3. The boundaries shown on this map are for information only.
 4. No warranty is made for the accuracy or completeness of the information shown hereon.
 5. The information shown hereon is based on the best available data and may be subject to change without notice.
 6. No distance should be measured by road.



ZONING EXHIBIT

OF PART OF THE EAST HALF OF SECTION 34, TOWNSHIP 43 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGES OF JOHNSBURG, MCHENRY COUNTY, ILLINOIS

PARCEL 1 - SHOWS THE 308,000 SQUARED FEET, APPROXIMATELY 6.6 ACRES, OF THE EAST HALF OF SECTION 34, TOWNSHIP 43 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGES OF JOHNSBURG, MCHENRY COUNTY, ILLINOIS, AS SHOWN ON THE RECORDED PLAT OF THE VILLAGES OF JOHNSBURG, MCHENRY COUNTY, ILLINOIS, DATED JANUARY 1, 2015.

PARCEL 2 - SHOWS THE 1,224,477 SQUARED FEET, APPROXIMATELY 28.1 ACRES, OF THE EAST HALF OF SECTION 34, TOWNSHIP 43 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGES OF JOHNSBURG, MCHENRY COUNTY, ILLINOIS, AS SHOWN ON THE RECORDED PLAT OF THE VILLAGES OF JOHNSBURG, MCHENRY COUNTY, ILLINOIS, DATED JANUARY 1, 2015.

PARCEL 3 - SHOWS THE 2,918,000 SQUARED FEET, APPROXIMATELY 66.7 ACRES, OF THE EAST HALF OF SECTION 34, TOWNSHIP 43 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGES OF JOHNSBURG, MCHENRY COUNTY, ILLINOIS, AS SHOWN ON THE RECORDED PLAT OF THE VILLAGES OF JOHNSBURG, MCHENRY COUNTY, ILLINOIS, DATED JANUARY 1, 2015.

- 1. PARCEL 1, SECTION 34 (PVA) HEREON PER MCHENRY COUNTY TAX MAPING AND RECONSTRUCTION DEPARTMENT.
- 2. SURVEYED LOTS 1-2 THE NORTHWEST QUARTERS OF SECTIONS 15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34 OF TOWNSHIP 43 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGES OF JOHNSBURG, MCHENRY COUNTY, ILLINOIS, AS SHOWN ON THE RECORDED PLAT OF THE VILLAGES OF JOHNSBURG, MCHENRY COUNTY, ILLINOIS, DATED JANUARY 1, 2015.
- 3. SURVEYED LOTS 1-2 THE NORTHWEST QUARTERS OF SECTIONS 15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34 OF TOWNSHIP 43 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGES OF JOHNSBURG, MCHENRY COUNTY, ILLINOIS, AS SHOWN ON THE RECORDED PLAT OF THE VILLAGES OF JOHNSBURG, MCHENRY COUNTY, ILLINOIS, DATED JANUARY 1, 2015.
- 4. SURVEYED LOTS 1-2 THE NORTHWEST QUARTERS OF SECTIONS 15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34 OF TOWNSHIP 43 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGES OF JOHNSBURG, MCHENRY COUNTY, ILLINOIS, AS SHOWN ON THE RECORDED PLAT OF THE VILLAGES OF JOHNSBURG, MCHENRY COUNTY, ILLINOIS, DATED JANUARY 1, 2015.
- 5. SURVEYED LOTS 1-2 THE NORTHWEST QUARTERS OF SECTIONS 15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34 OF TOWNSHIP 43 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGES OF JOHNSBURG, MCHENRY COUNTY, ILLINOIS, AS SHOWN ON THE RECORDED PLAT OF THE VILLAGES OF JOHNSBURG, MCHENRY COUNTY, ILLINOIS, DATED JANUARY 1, 2015.
- 6. SURVEYED LOTS 1-2 THE NORTHWEST QUARTERS OF SECTIONS 15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34 OF TOWNSHIP 43 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGES OF JOHNSBURG, MCHENRY COUNTY, ILLINOIS, AS SHOWN ON THE RECORDED PLAT OF THE VILLAGES OF JOHNSBURG, MCHENRY COUNTY, ILLINOIS, DATED JANUARY 1, 2015.
- 7. SURVEYED LOTS 1-2 THE NORTHWEST QUARTERS OF SECTIONS 15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34 OF TOWNSHIP 43 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGES OF JOHNSBURG, MCHENRY COUNTY, ILLINOIS, AS SHOWN ON THE RECORDED PLAT OF THE VILLAGES OF JOHNSBURG, MCHENRY COUNTY, ILLINOIS, DATED JANUARY 1, 2015.
- 8. SURVEYED LOTS 1-2 THE NORTHWEST QUARTERS OF SECTIONS 15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34 OF TOWNSHIP 43 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGES OF JOHNSBURG, MCHENRY COUNTY, ILLINOIS, AS SHOWN ON THE RECORDED PLAT OF THE VILLAGES OF JOHNSBURG, MCHENRY COUNTY, ILLINOIS, DATED JANUARY 1, 2015.



DRAWN BY: MCHENRY COUNTY, ILLINOIS
 DATE: FEBRUARY 25, 2020

FOR MORE INFORMATION, CONTACT:
 MCHENRY COUNTY CLERK
 401 N. FRONT STREET, SUITE 200
 JOHNSBURG, IL 60950
 (815) 536-1774



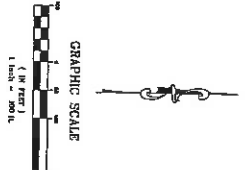
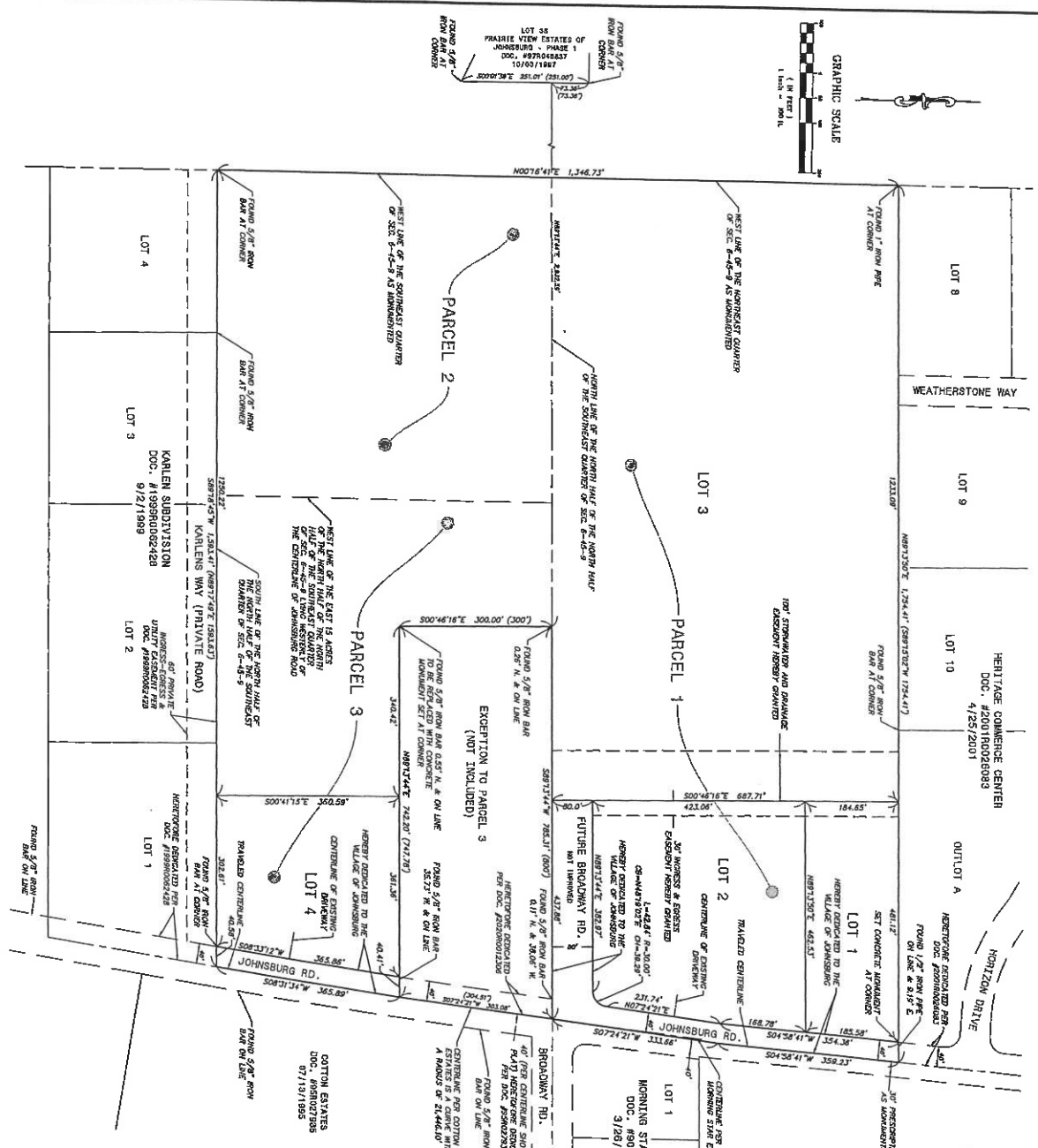
ZONING EXHIBIT		Illinois Professional Design Firm # 184-001322	 HRGreen 420 N. Front Street, Mchenry, IL 60050-2136 P 815-536-1774 F 815-385-1761 www.hrgreen.com
NO.	DATE	BY	REVISION DESCRIPTION

1 OF 1

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 PLOT DEVICE: [Device]

Exhibit C

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FINAL PLAT OF NOVOTNY SUBDIVISION

BEING A SUBDIVISION OF PART OF THE EAST HALF OF SECTION 6, TOWNSHIP 43 NORTH,
 RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF JOHNSBURG,
 MACHINERY COUNTY, ILLINOIS.

ABSTRACT

LOT 1 = 0.7130 AC OF 2.000 ACRES MORE OR LESS
 LOT 2 = 1.2870 AC OF 2.000 ACRES MORE OR LESS
 LOT 3 = 1.5714 AC OF 2.000 ACRES MORE OR LESS
 LOT 4 = 1.1978 AC OF 2.000 ACRES MORE OR LESS
 AREA DESIGNATED FOR RIGHT OF WAY = 1.715 ACRES MORE OR LESS
 TOTAL AREA OF SPLITTED LOTS = 4.768 ACRES MORE OR LESS

DEVELOPER/OWNER ADDRESS
 LOT 2 AND 3 SMALL LANTERN ACCESS TO ADJOINING ROAD AT
 INTERSECTION OF NORTH AND SOUTH MERIDIAN (NINTH SOUTH A RIC
 HIGH RECREATION OCCASION

- NOTES**
1. PARCEL NUMBER (P/N) SHOWN HEREON FOR MACHINERY COUNTY COUNTY TAX MAPS AND RECORDED RECORDS.
 2. SPLITTED LOTS ARE IDENTIFIED BY PARCEL NUMBER (P/N) AND ARE IDENTIFIED BY THE DATE OF RECORDATION AND THE DATE OF RECORDATION.
 3. SPLITTED LOTS ARE IDENTIFIED BY PARCEL NUMBER (P/N) AND ARE IDENTIFIED BY THE DATE OF RECORDATION AND THE DATE OF RECORDATION.
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 10. SPLITTED LOTS ARE IDENTIFIED BY PARCEL NUMBER (P/N) AND ARE IDENTIFIED BY THE DATE OF RECORDATION AND THE DATE OF RECORDATION.
 11. SPLITTED LOTS ARE IDENTIFIED BY PARCEL NUMBER (P/N) AND ARE IDENTIFIED BY THE DATE OF RECORDATION AND THE DATE OF RECORDATION.
 12. THE RIGHT OF WAY DESIGNATED ALONG LOT 4 IN NOVOTNY SUBDIVISION IS NOT TO BE CONSIDERED AS A RIGHT OF WAY UNLESS IT IS SHOWN ON THE MAP OF THE RIGHT OF WAY ALONG THE NORTH AND SOUTH LINES OF SAID LOT 4.

STATEMENT OF WORK

1. THE RIGHT OF WAY DESIGNATED ALONG LOT 4 IN NOVOTNY SUBDIVISION IS NOT TO BE CONSIDERED AS A RIGHT OF WAY UNLESS IT IS SHOWN ON THE MAP OF THE RIGHT OF WAY ALONG THE NORTH AND SOUTH LINES OF SAID LOT 4.

2. THE RIGHT OF WAY DESIGNATED ALONG LOT 4 IN NOVOTNY SUBDIVISION IS NOT TO BE CONSIDERED AS A RIGHT OF WAY UNLESS IT IS SHOWN ON THE MAP OF THE RIGHT OF WAY ALONG THE NORTH AND SOUTH LINES OF SAID LOT 4.

3. THE RIGHT OF WAY DESIGNATED ALONG LOT 4 IN NOVOTNY SUBDIVISION IS NOT TO BE CONSIDERED AS A RIGHT OF WAY UNLESS IT IS SHOWN ON THE MAP OF THE RIGHT OF WAY ALONG THE NORTH AND SOUTH LINES OF SAID LOT 4.

4. THE RIGHT OF WAY DESIGNATED ALONG LOT 4 IN NOVOTNY SUBDIVISION IS NOT TO BE CONSIDERED AS A RIGHT OF WAY UNLESS IT IS SHOWN ON THE MAP OF THE RIGHT OF WAY ALONG THE NORTH AND SOUTH LINES OF SAID LOT 4.

5. THE RIGHT OF WAY DESIGNATED ALONG LOT 4 IN NOVOTNY SUBDIVISION IS NOT TO BE CONSIDERED AS A RIGHT OF WAY UNLESS IT IS SHOWN ON THE MAP OF THE RIGHT OF WAY ALONG THE NORTH AND SOUTH LINES OF SAID LOT 4.

6. THE RIGHT OF WAY DESIGNATED ALONG LOT 4 IN NOVOTNY SUBDIVISION IS NOT TO BE CONSIDERED AS A RIGHT OF WAY UNLESS IT IS SHOWN ON THE MAP OF THE RIGHT OF WAY ALONG THE NORTH AND SOUTH LINES OF SAID LOT 4.

7. THE RIGHT OF WAY DESIGNATED ALONG LOT 4 IN NOVOTNY SUBDIVISION IS NOT TO BE CONSIDERED AS A RIGHT OF WAY UNLESS IT IS SHOWN ON THE MAP OF THE RIGHT OF WAY ALONG THE NORTH AND SOUTH LINES OF SAID LOT 4.

8. THE RIGHT OF WAY DESIGNATED ALONG LOT 4 IN NOVOTNY SUBDIVISION IS NOT TO BE CONSIDERED AS A RIGHT OF WAY UNLESS IT IS SHOWN ON THE MAP OF THE RIGHT OF WAY ALONG THE NORTH AND SOUTH LINES OF SAID LOT 4.

9. THE RIGHT OF WAY DESIGNATED ALONG LOT 4 IN NOVOTNY SUBDIVISION IS NOT TO BE CONSIDERED AS A RIGHT OF WAY UNLESS IT IS SHOWN ON THE MAP OF THE RIGHT OF WAY ALONG THE NORTH AND SOUTH LINES OF SAID LOT 4.

10. THE RIGHT OF WAY DESIGNATED ALONG LOT 4 IN NOVOTNY SUBDIVISION IS NOT TO BE CONSIDERED AS A RIGHT OF WAY UNLESS IT IS SHOWN ON THE MAP OF THE RIGHT OF WAY ALONG THE NORTH AND SOUTH LINES OF SAID LOT 4.

11. THE RIGHT OF WAY DESIGNATED ALONG LOT 4 IN NOVOTNY SUBDIVISION IS NOT TO BE CONSIDERED AS A RIGHT OF WAY UNLESS IT IS SHOWN ON THE MAP OF THE RIGHT OF WAY ALONG THE NORTH AND SOUTH LINES OF SAID LOT 4.

12. THE RIGHT OF WAY DESIGNATED ALONG LOT 4 IN NOVOTNY SUBDIVISION IS NOT TO BE CONSIDERED AS A RIGHT OF WAY UNLESS IT IS SHOWN ON THE MAP OF THE RIGHT OF WAY ALONG THE NORTH AND SOUTH LINES OF SAID LOT 4.

REVISIONS

NO.	DATE	BY	REVISION DESCRIPTION
1	02/24/20	JSB	REVISED PER VILLAGE COMMENTS
2	05/18/20	ZSB	REVISED PER VILLAGE COMMENTS

FINAL PLAT OF NOVOTNY SUBDIVISION

1 OF 2

Illinois Professional Design Firm # 184-01-322

HRGreen

420 N. Front Street,
 Machesney Park, IL 61559
 T 815.388.1778 F 815.385.1781
 www.hrgreen.com

REVISIONS

NO.	DATE	BY	REVISION DESCRIPTION
1	02/24/20	JSB	REVISED PER VILLAGE COMMENTS
2	05/18/20	ZSB	REVISED PER VILLAGE COMMENTS

CERTIFICATION

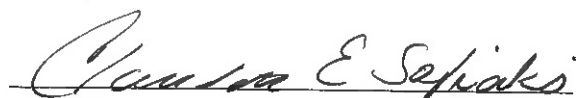
I, CLAUDETT E. SOFIAKIS do hereby certify that I am the duly appointed, acting and qualified Clerk of the Village of Johnsburg, McHenry County, Illinois, and that as such Clerk, I am the keeper of the records and minutes and proceedings of the President and Board of Trustees of said Village of Johnsburg.

I do hereby further certify that at a regular meeting of the President and Board of Trustees of the Village of Johnsburg, held on the 18th day of August, 2020, the foregoing Ordinance entitled *An Ordinance Authorizing Execution of an Annexation Agreement Concerning Certain Territory Known as 5415 and 5615 N. Johnsburg Road* was duly passed by the President and Board of Trustees of the Village of Johnsburg.

The pamphlet form of Ordinance No. 20-21-08, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the Village Hall, commencing on the 18th day of August, 2020, and continuing for at least 10 days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the Village Clerk.

I do further certify that the original, of which the attached is a true and correct copy, is entrusted to me as the Clerk of said Village for safekeeping, and that I am the lawful custodian and keeper of the same.

Given under my hand and the seal of the Village of Johnsburg, Illinois, this 18th day of August, 2020.



Claudett E. Sofiakis, Village Clerk

Village of Johnsburg,
McHenry County, Illinois

(SEAL)