
ORDINANCE NO. 2015-16-35

**An Ordinance Authorizing the Execution of a Third Amendment
to an Annexation Agreement Between the Village of Johnsburg
and GWF Johnsburg, LLC.**



AN ORDINANCE PASSED BY THE
PRESIDENT AND BOARD OF TRUSTEES

OF THE VILLAGE OF JOHNSBURG
AT A SPECIAL MEETING ON APRIL 19, 2016

PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF JOHNSBURG

President Edwin P. Hettermann

Board of Trustees Tom Curry

Kyle Frost

John Huemann

Mary Lou Hutchinson

Greg Klemstein

Kevin McEvoy

Village Administrator Claudett E. Peters

ORDINANCE NO. 2015-16-35

***An Ordinance Authorizing the Execution of a Third Amendment
to an Annexation Agreement Between the Village of Johnsburg
and GWF Johnsburg, LLC.***

WHEREAS, an Annexation Agreement (the "Agreement") was entered into by the Village of Johnsburg, an Illinois municipal corporation (the "Village"), and BCP Realty, LLC, an Illinois Limited Liability Corporation (the "Original Owner"), on April 29, 2005 and recorded as document no. 2005R0032901 with the McHenry County Recorder of Deeds; and

WHEREAS, the Village and Remington Grove LLC, an Illinois Limited Liability Corporation, (the "First Successor Owners") previously entered into a First Amendment to the Annexation Agreement dated April 11, 2006 and recorded as document number 2006R0032769 with the McHenry County Recorder of Deeds (the "First Amendment"); and

WHEREAS, the First Successor Owners and the Village entered into a Second Amendment to the Annexation Agreement (the "Second Amendment"), on the 15th day of August, 2006, which was recorded as document number 2006R0078114 in the office of the McHenry County Recorder of Deeds; and

WHEREAS, GWF JOHNSBURG hereby represents and warrants to the Village that it is the successor in interest to Remington Grove, LLC of the property legally described in Exhibit A which consists of approximately 151 acres of real property (the "Property"). GWF Johnsburg hereby represents and warrants to the Village that it has assumed all of the rights and obligations under the Agreement relative to the subject property:

WHEREAS, a public hearing on the Third Amendment to the Annexation Agreement has been conducted before the corporate authorities of the Village on April 5, 2016, upon notice given in accordance with Illinois law, specifically the provisions of 65 ILCS 5/11-15.1-1 *et seq*; and

WHEREAS, the Village believes that it is in its best interests to enter into the Third Amendment to the Annexation Agreement.

NOW THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Johnsburg, McHenry County, Illinois, as follows:

SECTION 1: The President is hereby authorized and directed to execute, and the Village Clerk is authorized and directed to attest, duplicate original copies of the Third Amendment to 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 McEvoy, Curry, Huemann, Frost, and Hutchinson

Voting Nay: None

Absent: Trustee Klemstein

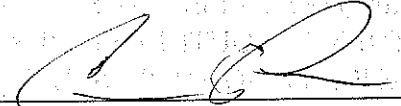
Abstain: None

APPROVED:


Village President Ed Hettermann

(SEAL)

ATTEST:


Village Clerk Claudett E. Peters

Passed: April 19, 2016

Approved: April 19, 2016

Published: April 19, 2016

Prepared by:

Claudett Peters, Village Administrator

Village of Johnsburg

1515 Channel Beach Avenue

Johnsburg, IL 60051

EXHIBIT A

LEGAL DESCRIPTIONS

I. **PHASE ONE PARCEL:** LOTS 1-71, OUTLOTS A1, B, C, D AND E, IN REMINGTON GROVE OF JOHNSBURG-PHASE 1, BEING A SUBDIVISION OF PART OF THE EAST HALF OF SECTION 15 AND PART OF THE SOUTHWEST QUARTER OF SECTION 14, ALL IN TOWNSHIP 45 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2006, AS DOCUMENT NO. 2006R0030343, IN MCHENRY COUNTY ILLINOIS.

II. **PHASE TWO PARCEL:** THAT PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 14 AND PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 15, ALL IN TOWNSHIP 45 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN IN MCHENRY COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 15; THENCE SOUTH 89 DEGREES 10 MINUTES 14 SECONDS WEST, 1310.97 FEET ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER TO THE WEST LINE OF THE EAST HALF OF SAID SOUTHEAST QUARTER; THENCE SOUTH 00 DEGREES 10 MINUTES 22 SECONDS WEST, 1019.78 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF ALEXANDER DRIVE AS DEDICATED BY PLAT OF REMINGTON GROVE OF JOHNSBURG-PHASE 1, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING 4 COURSES; 1) THENCE SOUTH 89 DEGREES 49 MINUTES 38 SECONDS EAST, 10.00 FEET TO A POINT OF CURVATURE; 2) THENCE SOUTHEASTERLY 399.24 FEET ALONG THE ARC OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 401.00 FEET, A CHORD BEARING SOUTH 61 DEGREES 18 MINUTES 17 SECONDS EAST AND A CHORD DISTANCE OF 382.96 FEET TO A POINT OF REVERSE CURVATURE; 3) THENCE SOUTHEASTERLY 513.23 FEET ALONG THE ARC OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 471.00 FEET, A CHORD BEARING SOUTH 63 DEGREES 59 MINUTES 55 SECONDS EAST AND A CHORD DISTANCE OF 488.21; 4) THENCE NORTH 84 DEGREES 47 MINUTES 07 SECONDS EAST, 236.05 FEET TO A POINT ON THE WESTERLY LINE OF OUTLOT L IN REMINGTON GROVE OF JOHNSBURG-PHASE 3; THENCE SOUTHEASTERLY ALONG SAID WESTERLY LINE FOR THE FOLLOWING 16 COURSES; 1) THENCE SOUTH 12 DEGREES 18 MINUTES 08 SECONDS EAST, 104.27 FEET; 2) THENCE SOUTH 47 DEGREES 27 MINUTES 55 SECONDS EAST, 157.33 FEET; 3) THENCE SOUTH 59 DEGREES 42 MINUTES 44 SECONDS EAST, 127.42 FEET; 4) THENCE SOUTH 65 DEGREES 42 MINUTES 13 SECONDS EAST, 115.32 FEET; 5) THENCE NORTH 69 DEGREES

18 MINUTES 20 SECONDS EAST, 33.39 FEET; 6) THENCE SOUTH 80 DEGREES 43 MINUTES 43 SECONDS EAST, 55.10 FEET; 7) THENCE SOUTH 61 DEGREES 56 MINUTES 45 SECONDS EAST, 113.06 FEET; 8) THENCE SOUTH 62 DEGREES 57 MINUTES 34 SECONDS EAST, 192.59 FEET; 9) THENCE SOUTH 00 DEGREES 55 MINUTES 58 SECONDS WEST, 42.82 FEET; 10) THENCE SOUTH 36 DEGREES 10 MINUTES 39 SECONDS EAST, 59.08 FEET; 11) THENCE SOUTH 60 DEGREES 04 MINUTES 40 SECONDS EAST, 42.40 FEET; 12) THENCE SOUTH 40 DEGREES 49 MINUTES 11 SECONDS EAST, 113.68 FEET; 13) THENCE SOUTH 25 DEGREES 08 MINUTES 00 SECONDS EAST, 66.07 FEET; 14) THENCE SOUTH 10 DEGREES 21 MINUTES 05 SECONDS EAST, 58.11 FEET; 15) THENCE SOUTH 41 DEGREES 51 MINUTES 28 SECONDS EAST, 31.15 FEET; 16) THENCE SOUTH 16 DEGREES 26 MINUTES 37 SECONDS EAST, 42.83 FEET TO THE SOUTHEAST CORNER OF SAID OUTLOT L AS DEDICATED BY PLAT OF REMINGTON GROVE OF JOHNSBURG-PHASE 3; THENCE NORTH 88 DEGREES 12 MINUTES 53 SECONDS EAST, 1,343.78 FEET TO A POINT OF CURVATURE ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF ILLINOIS STATE ROUTE 31 AS DEDICATED BY DEED RECORDED AS DOCUMENT NUMBER 2006R0021674; THENCE SOUTHEASTERLY 351.60 FEET ALONG SAID WESTERLY RIGHT OF WAY LINE, BEING THE ARC OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 3,808.88 FEET, A CHORD BEARING SOUTH 07 DEGREES 15 MINUTES 48 SECONDS EAST AND A CHORD DISTANCE OF 351.47 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 14; THENCE SOUTH 88 DEGREES 13 MINUTES 31 SECONDS WEST, 2,036.92 FEET ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 14; THENCE SOUTH 89 DEGREES 00 MINUTES 38 SECONDS WEST, 1303.33 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15 TO THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 15; THENCE NORTH 00 DEGREES 10 MINUTES 22 SECONDS EAST, 1,605.56 FEET TO THE POINT OF BEGINNING.

III. **PHASE THREE PARCEL:** LOTS 158-175, IN REMINGTON GROVE OF JOHNSBURG-PHASE 3, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 14 AND PART OF THE SOUTHEAST QUARTER OF SECTION 15, ALL IN TOWNSHIP 45 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 31, 2007, AS DOCUMENT NO. 2007R0037770, IN MCHENRY COUNTY ILLINOIS.

THIRD AMENDMENT TO ANNEXATION AGREEMENT
by and between
THE VILLAGE OF JOHNSBURG
and
GWF JOHNSBURG, LLC

THIS THIRD (the “**Third Amendment**”) to that certain **ANNEXATION AGREEMENT** dated September 7, 2004 (the “**Annexation Agreement**”) and recorded on April 29, 2005 as document no. 2005R0032901 with the McHenry County Recorder’s Office, by and between the **VILLAGE OF JOHNSBURG**, an Illinois municipal corporation (the “**Village**”), and **BCP REALTY, LLC**, an Illinois Limited Liability Corporation (the “**Original Owner**”), is made and entered into by and between **GWF JOHNSBURG, LLC**, an Illinois Limited Liability Corporation (“**GWF Johnsburg**”), and the Village this 19th day of April, 2016.

WHEREAS, Remington Grove, LLC, an Illinois Limited Liability Corporation, (the “**First Successor Owner**”) and the Village entered into the First Amendment to Annexation Agreement (the “**First Amendment**”) dated on April 11, 2006 and recorded as document no. 2006R0032769 with the McHenry County Recorder’s Office; and

WHEREAS, the First Successor Owner and the Village and entered into a Second Amendment to the Annexation Agreement (the “**Second Amendment**”) dated August 15, 2006 and recorded on October 23, 2006 as document no.2006R0078114 with the McHenry County Recorder’s Office; and

WHEREAS, GWF JOHNSBURG hereby represents and warrants to the Village that it is the successor in interest to Remington Grove, LLC of the property legally described in Exhibit A which consists of approximately 151 acres of real property (the “**Property**”). GWF Johnsburg hereby represents and warrants to the Village that it has assumed all of the rights and obligations under the Agreement relative to the subject property.

WHEREAS, the Village and GWF Johnsburg mutually wish to modify certain provisions of the Annexation Agreement relative to the subject property only as set forth below; and

WHEREAS, GWF Johnsburg and the Village acknowledge that the Property has been validly annexed to the Village; and

WHEREAS, pursuant to the provisions of the Illinois Municipal Code, the President and Board of Trustees of the Village (the "**Corporate Authorities**") and the other subsidiary bodies of the Village have duly fixed times for and held all public hearings required by law relative to the execution and delivery of this Third Amendment and the development and use of the property, after giving all required notices for such actions by GWF Johnsburg; and

WHEREAS, pursuant to notice as required by statute and ordinance, a public hearing was held by the Village on this Third Amendment; and

WHEREAS, the Corporate Authorities, after due and careful consideration, have concluded that the Third Amendment to Annexation Agreement on the terms and conditions hereinafter set forth is in the best interest of the Village; and

WHEREAS, pursuant to the provisions of 65 ILCS 5/11-15-1.1, *et seq*, this Third Amendment was submitted to the Village and a public hearing was held before the Village's corporate authorities on April 5, 2016, pursuant to notice, as provided by law.

NOW THEREFORE, in consideration of the foregoing recitals and in consideration of the mutual covenants, agreements and conditions hereinafter contained, and the benefits anticipated to inure to each of them, the Parties do hereby agree as follows:

1. **Recitals.** The foregoing recitals are material to this Third Amendment and are incorporated herein, as if restated in their entirety.

2. **Zoning.** Paragraph C (ii) currently reads:

Under no circumstance shall any townhome unit situated in or upon the Subject Property be rented by an owner, his successors and assigns, or any owner of the relevant unit or the owner's agent, employee, broker, association or any other party on behalf of the owner to a third party. This provision and covenant, like the remainder of the agreement, runs with the land and the Village shall have legal standing and the right, without the obligation, to enforce this provision against the unit owner, his successors and assigns as to all or any portion of the Subject Property and subsequent purchasers of all or any portion of the Subject Property. In the event that the Village brings an action in law or equity or both to enforce this provision, and the Village prevails, the Village shall be awarded its attorney's fees and costs against the non-prevailing party; including attorney's fees and costs associated with any appeal.

Such text alone is amended and replaced its entirety with the following text:

GWF Johnsburg, its successors and assigns, shall be permitted to rent the single, existing six unit building currently situated on the Subject Property, as depicted in Exhibit B. The parties agree that if GWF Johnsburg, or its successor or assign, or their respective contractor, elects to construct an additional townhome unit or units on the Subject Property, GWF Johnsburg or the then owner of the relevant portion of the Subject Property which constructed or caused to be constructed such additional townhome unit, shall not be allowed to rent out such additional constructed townhome unit(s) on the Subject Property. However, upon the construction of an additional

townhome unit by GWF Johnsbury, its successor or assign, or their respective contractor, in the event that such additional constructed townhome unit is sold through a bona fide, arm's length transaction for fair market value to a third party, such rental prohibition shall be removed with respect to such unit upon such third party taking title and possession of such additional constructed townhome unit. However, in the event that an identical third party purchases two or more additional constructed townhome units, the prohibition on rental shall remain in place with respect to each additional constructed townhome unit bought after the first additional constructed townhome unit. The parties agree that the removal of the rental prohibition on certain townhome units on the terms and conditions set forth above shall not apply to the covenant restrictions related to the single family (detached) residential units elsewhere on the Subject Property. This provision and covenant, like the remainder of the agreement, runs with the land and the Village shall have legal standing and the right, without the obligation, to enforce this provision against the unit owner, his, her or its successors and assigns as to all or any portion of the Subject Property and subsequent purchasers of all or any portion of the Subject Property. In the event that the Village brings an action in law or equity or both to enforce this provision, and the Village prevails, the Village shall be awarded its attorney's fees and costs against the non-prevailing party; including attorney's fees and costs associated with any appeal.

The maintenance of the one- six unit rental building and its associated grounds shall be undertaken by one entity such maintenance to be consistently performed for all units in such building, the cost of which shall be incorporated into the rental cost for each unit in such building.

3. Prepayment of Residential Tap-On Fees.

A. The first subparagraph of paragraph D (sic I) of Section 5 of the Agreement as amended by the First Amendment to Annexation Agreement reads as follows:

a. The Parties agree that the amount for each sewer tap-on fee for the Remington Grove Property shall be \$6,200 and the amount for each water tap-on fee shall be \$4,900, each of which shall be increased by the amount of the CPI Adjustment in accordance with paragraph E, captioned CPI Adjustment, of Section 5 of the Agreement beginning January 1, 2007, and continuing thereafter.

b. No later than March 20, 2006, Remington Grove shall pay to the Village 147 residential water and 147 residential sewer tap-on fees for the single-family residences contemplated for the Remington Grove Property. Accordingly, the Parties agree that Remington Grove shall pay \$1,431,700 (\$1,631,700 reflecting 147 sewer and water tap-on fees at the rate set forth herein less \$200,000 paid by Remington Grove previously to the Village toward such amount) to the Village no later than March 20, 2006. The \$1,431,700 shall be paid to the Village by Remington Grove regardless of whether building permits have been sought for such units or lots or any other circumstance. Upon payment in full by Remington Grove to the Village of such \$1,431,700 for such tap on fees, Remington Grove shall be entitled to connect, at

Remington Grove's cost, to the Village's sewer and water systems at those points set forth in the final engineering plans approved by the Village's consulting engineering firm in accordance with sound engineering principles and shall not be required to pay any additional connection fees for the right to connect.

c. No later than December 15, 2006, Remington Grove shall pay to the Village an additional 43 residential water and 43 residential sewer tap-on fees for townhomes on the Remington Grove Property. Accordingly, the Parties agree that Remington Grove shall pay \$477,300 (43 x (\$6,200 + \$4,900)) to the Village no later than December 15, 2006. If, however, Remington Grove applies for a building permit for a townhome unit within the Remington Grove Property prior to December 15, 2006, Remington Grove shall pay the water and sewer tap-on fees at the time of the building permit application for such unit(s), and upon such payment being made to the Village, such amount will be deducted from the \$477,300 sum otherwise due and payable on December 15, 2006. The amount of \$477,300 (less any deductions as described herein) shall be paid to the Village by Remington Grove regardless of whether building permits have been sought for such units or lots or any other circumstances. In the event that Remington Grove obtains building permits in excess of the initial 147 residential units described in subparagraph b above prior to December 15, 2006, Remington Grove shall pay said sewer and water tap-on fees for those additional residential units at the time of the building permit application, and Remington Grove shall receive a credit or deduction for said payments on the amount due on December 15, 2006. Upon payment in full by Remington Grove to the Village of such \$477,300 for such tap on fees, Remington Grove shall be entitled to connect, at Remington Grove's cost, to the Village's sewer and water systems at those points set forth in the final engineering plans approved by the Village's consulting engineering firm in accordance with sound engineering principles and shall not be required to pay any additional connection fees for the right to connect.

d. No later than December 15, 2007, Remington Grove shall pay to the Village additional 40 residential water and 40 sewer tap-on fees for townhomes on the Remington Grove Property. Accordingly, the Parties agree that Remington Grove shall pay \$444,000 (40 x (\$6,200 + \$4,900)) to the Village no later than December 15, 2007. The amount of \$444,000 (less any deductions as described herein) shall be paid to the Village by Remington Grove regardless of whether building permits have been sought for such units or lots or any other circumstances. If, however, Remington Grove applies for a building permit for a townhome unit within the Remington Grove Property prior to December 15, 2007, Remington Grove shall pay the water and sewer tap-on fees at the time of building permit application for such unit(s) and upon such payment, such amount will be deducted from the \$444,000 sum otherwise due and payable on December 15, 2007. The Parties understand, acknowledge and agree that all water and sewer tap on fees paid after January 1, 2007, will be increased by the CPI Adjustment, as well as the sum of \$444,000 itself to the extent that such amount has not been decreased by tap-on fees paid previously at the time of building permit applications. In the event that Remington Grove obtains building permits in excess of the 190 residential units described in subparagraphs a and b above, prior to December 15, 2007, Remington Grove shall be required to pay said sewer and water tap-on fees at the time of building

permit application, and Remington Grove shall receive a credit or deduction for said payments on the amount due on December 15, 2007. Upon payment in full by Remington Grove to the Village of such \$444,000 for such tap on fees, Remington Grove shall be entitled to connect, at Remington Grove's cost, to the Village's sewer and water systems at those points set forth in the final engineering plans approved by the Village's consulting engineering firm in accordance with sound engineering principles and shall not be required to pay any additional connection fees for the right to connect.

The Village agrees that the sewer and water tap on fees set forth herein shall not be increased during the term of this First Amendment except for the CPI Adjustment described above and in the Agreement.

B. The first sub paragraph of subparagraph 2(d) of the First Amendment to the BCP Agreement was amended to read as follows:

No later than December 15, 2007, Remington Grove shall pay to the Village an additional 40 residential water and 40 sewer tap-on fees for townhomes and an additional six residential water and six sewer tap on fees for single family detached residential units on the Remington Grove Property. Accordingly, the parties agree that Remington Grove shall pay \$510,600 (46 x (\$6,200+\$4,900)) to the Village no later than December 15, 2007. The amount of \$510,600 (less any deductions as described herein) shall be paid to the Village by Remington Grove regardless of whether building permits have been sought for such units or lots or any other circumstances. If, however, Remington Grove applies for a building permit for a townhome unit or single family detached residential unit within the Remington Grove Property prior to December 15, 2007, Remington Grove shall pay the water and sewer tap-on fees at the time of building permit application for such unit(s) and upon such payment, such amount will be deducted from the \$510,600 sum otherwise due and payable on December 15, 2007. The parties understand, acknowledge and agree that all water and sewer tap on fees paid after January 1, 2007, will be increased by the CPI Adjustment, as well as the sum of \$510,600 itself to the extent that such amount has not been decreased by tap-on fees paid previously at the time of building permit applications. In the event that Remington Grove obtains building permits in excess of the 190 residential units described in subparagraphs a and b above, prior to December 15, 2007, Remington Grove shall be required to pay said sewer and water tap-on fees at the time of building permit application, and Remington Grove shall receive a credit or deduction for said payments on the amount due on December 15, 2007. Upon payment in full by Remington Grove to the Village of such \$510,600 for such tap on fees, Remington Grove shall be entitled to connect, at Remington Grove's cost, to the Village sewer and water system at those points set forth in the final engineering plans approved by the Village's consulting engineering firm in accordance with sound engineering principles and shall not be required to pay any additional connection fees for the right to connect.

The parties agree that no other portion of subparagraph 2(d) of the First Amended is amended, modified, abrogated or affected in any way and shall remain in full effect.

C. Such text described above in paragraphs 3A and 3B are hereby supplemented with the following added language:

Notwithstanding anything herein to the contrary, the parties agree that the owner of pre-paid sewer and water tap on fees allocated for a single family residence on the Remington Grove Property may instead utilize same toward a town home unit on the Remington Grove Property. Vice versa, the owner of pre-paid sewer and water tap on fees previously allocated for a town home unit on the Remington Grove Property may instead utilize same towards a single family residence on the Remington Grove Property.

4. **General Provisions.**

(a) Time is of the Essence/Cooperation of Parties. Time is of the essence of this Third Amendment and of each and every provision hereof. The Parties shall cooperate with one another on an ongoing basis and shall make every reasonable effort to further the implementation of the provisions of this Third Amendment and the intentions of the Parties as reflected by the provisions of this Third Amendment.

(b) Successors and Assigns. This Third Amendment shall be binding upon and inure to the benefit of the successors and assigns of the Village and GWF Johnsburg.

(c) Effect of Third Amendment. Each of GWF Johnsburg and the Village understands, acknowledges and agrees that the Property is a portion of a larger parcel that was annexed to the Village pursuant to the Annexation Agreement and also that i) this Third Amendment supersedes and modifies the Annexation Agreement and Amendments to the Annexation Agreement only as to the Property and the specific provisions and text set forth herein and ii) the Annexation Agreement, First Amendment, and Second Amendment shall continue to be in full force and effect to the extent not superseded hereby.

(d) Severability. If any provision of this Third Amendment is held invalid, including any exhibit to this Third Amendment, such provision or exhibit shall be deemed to be removed therefrom and the invalidity thereof shall not affect any of the other provisions contained herein.

(e) No Waiver. The failure of the Parties to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, imposed upon any other party, shall not be construed as a waiver or relinquishment of any Party's right thereafter to enforce such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

(f) Captions. Throughout this Third Amendment, the singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires. Section numbers and caption headings are purely descriptive and shall be disregarded in construing this Third Amendment.

(g) Notices. All notices or other writings which any Party is required to, or may wish to, serve upon any other Party in connection with this Third Amendment shall be in writing and shall be delivered personally or sent by certified or registered mail, return receipt requested, postage prepaid, to the following addresses or faxes to the Parties at the following facsimile numbers:

If to GWF Johnsburg: GWF Johnsburg LLC
Attn: Bill Schey
1435 Barrington Road
Barrington, IL 60010

If to the Village: Claudett Peters
Village Administrator
1515 Channel Beach Drive
Johnsburg, Illinois 60050
Fax No. (815) 385-6054

With a copy to: Michael J. Smoron
Zukowski, Rogers, Flood & McArdle
50 Virginia Street
Crystal Lake, Illinois 60014
Fax No. (815) 459-9057

Or to such other addresses or facsimile numbers as any Party may from time to time designate in written notices to the other Parties. All notices shall be deemed effective as of the date of receipt, in the case of personal delivery; two days after deposit in the U.S. mails, in the case of notice sent by certified or registered mail; and as of the date of transmission, if delivered by fax (provided the transmitting machine provides a record confirmation of the day and time of transmission).

(h) Exhibits. All exhibits to this Third Amendment are incorporated herein by this reference thereto. The following is a list of the exhibits incorporated into this Third Amendment.

Exhibit A: Legal Description - Property
Exhibit B: Depiction of the one-six unit rental building.

(i) Capitalized Terms. Any term capitalized herein shall have the same meaning as such term as set forth in the First Amendment unless otherwise defined herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Village and GWF Johnsburg have hereunto set their hands and seals, and have caused this Third Amendment to be executed by their duly authorized officials, as of the date first set forth above.

Subscribed and Sworn to
before me this ____ day of
April, 2016.

Notary Public

VILLAGE OF JOHNSBURG,
an Illinois municipal corporation

By: _____
Edwin P. Hettermann, Village President

ATTEST: _____
Claudett Peters, Clerk

Subscribed and Sworn to
before me this 13th day of
corporation
April, 2016.

Max
[Signature]
Notary Public



GWF JOHNSBURG, LLC
an Illinois Limited Liability Corporation

By: *William Suly*
MANAGER

THE UNDERSIGNED, LOREL LEE STROM, a Notary Public in and for the State of Illinois, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois.

LOREL LEE STROM
Notary Public in and for the State of Illinois

Witness my hand and seal at Chicago, Illinois, this _____ day of _____, 20____.

By _____
Notary Public in and for the State of Illinois

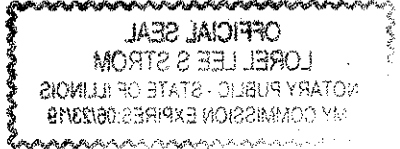
Notary Public

Attest:
Notary Public

LOREL LEE STROM
Notary Public in and for the State of Illinois

Notary Public in and for the State of Illinois
April 21, 2016

[Handwritten Signature]
Notary Public



IN WITNESS WHEREOF, the Village and GWF Johnsburg have hereunto set their hands and seals, and have caused this Third Amendment to be executed by their duly authorized officials, as of the date first set forth above.

Subscribed and Sworn to before me this 19th day of April, 2016.

Debra Swetz
Notary Public



Subscribed and Sworn to before me this ___ day of corporation April, 2016.

Notary Public

VILLAGE OF JOHNSBURG,
an Illinois municipal corporation

By: Edwin P. Hettermann
Edwin P. Hettermann, Village President

ATTEST: Claudett Peters
Claudett Peters, Clerk

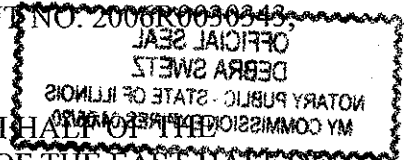
GWF JOHNSBURG, LLC
an Illinois Limited Liability Corporation

By: _____

EXHIBIT A

LEGAL DESCRIPTIONS

I. **PHASE ONE PARCEL:** LOTS 1-71, OUTLOTS A1, B, C, D AND E, IN REMINGTON GROVE OF JOHNSBURG-PHASE 1, BEING A SUBDIVISION OF PART OF THE EAST HALF OF SECTION 15 AND PART OF THE SOUTHWEST QUARTER OF SECTION 14, ALL IN TOWNSHIP 45 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2006, AS DOCUMENT NO. 2006R0030843, IN MCHENRY COUNTY ILLINOIS.



II. **PHASE TWO PARCEL:** THAT PART OF THE SOUTH SWARTZ HALF OF THE SOUTHWEST QUARTER OF SECTION 14 AND PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 15, ALL IN TOWNSHIP 45 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN IN MCHENRY COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

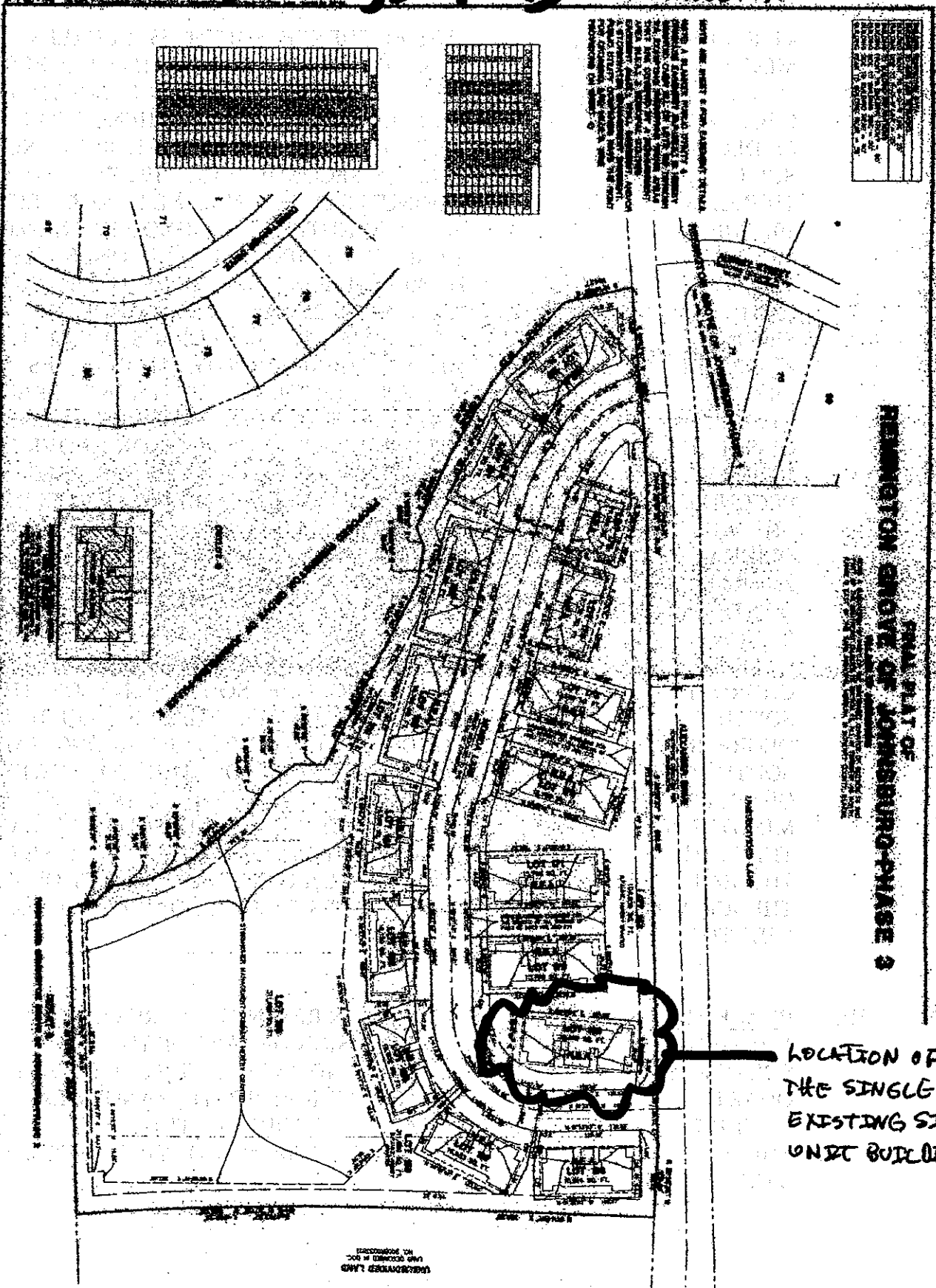
COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 15; THENCE SOUTH 89 DEGREES 10 MINUTES 14 SECONDS WEST, 1310.97 FEET ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER TO THE WEST LINE OF THE EAST HALF OF SAID SOUTHEAST QUARTER; THENCE SOUTH 00 DEGREES 10 MINUTES 22 SECONDS WEST, 1019.78 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF ALEXANDER DRIVE AS DEDICATED BY PLAT OF REMINGTON GROVE OF JOHNSBURG-PHASE 1, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING 4 COURSES; 1) THENCE SOUTH 89 DEGREES 49 MINUTES 38 SECONDS EAST, 10.00 FEET TO A POINT OF CURVATURE; 2) THENCE SOUTHEASTERLY 399.24 FEET ALONG THE ARC OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 401.00 FEET, A CHORD BEARING SOUTH 61 DEGREES 18 MINUTES 17 SECONDS EAST AND A CHORD DISTANCE OF 382.96 FEET TO A POINT OF REVERSE CURVATURE; 3) THENCE SOUTHEASTERLY 513.23 FEET ALONG THE ARC OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 471.00 FEET, A CHORD BEARING SOUTH 63 DEGREES 59 MINUTES 55 SECONDS EAST AND A CHORD DISTANCE OF 488.21; 4) THENCE NORTH 84 DEGREES 47 MINUTES 07 SECONDS EAST, 236.05 FEET TO A POINT ON THE WESTERLY LINE OF OUTLOT L IN REMINGTON GROVE OF JOHNSBURG-PHASE 3; THENCE SOUTHEASTERLY ALONG SAID WESTERLY LINE FOR THE FOLLOWING 16 COURSES; 1) THENCE SOUTH 12 DEGREES 18 MINUTES 08 SECONDS EAST, 104.27 FEET; 2) THENCE SOUTH 47 DEGREES 27 MINUTES 55 SECONDS EAST, 157.33 FEET; 3) THENCE SOUTH 59 DEGREES 42 MINUTES

44 SECONDS EAST, 127.42 FEET; 4) THENCE SOUTH 65 DEGREES 42 MINUTES 13 SECONDS EAST, 115.32 FEET; 5) THENCE NORTH 69 DEGREES 18 MINUTES 20 SECONDS EAST, 33.39 FEET; 6) THENCE SOUTH 80 DEGREES 43 MINUTES 43 SECONDS EAST, 55.10 FEET; 7) THENCE SOUTH 61 DEGREES 56 MINUTES 45 SECONDS EAST, 113.06 FEET; 8) THENCE SOUTH 62 DEGREES 57 MINUTES 34 SECONDS EAST, 192.59 FEET; 9) THENCE SOUTH 00 DEGREES 55 MINUTES 58 SECONDS WEST, 42.82 FEET; 10) THENCE SOUTH 36 DEGREES 10 MINUTES 39 SECONDS EAST, 59.08 FEET; 11) THENCE SOUTH 60 DEGREES 04 MINUTES 40 SECONDS EAST, 42.40 FEET; 12) THENCE SOUTH 40 DEGREES 49 MINUTES 11 SECONDS EAST, 113.68 FEET; 13) THENCE SOUTH 25 DEGREES 08 MINUTES 00 SECONDS EAST, 66.07 FEET; 14) THENCE SOUTH 10 DEGREES 21 MINUTES 05 SECONDS EAST, 58.11 FEET; 15) THENCE SOUTH 41 DEGREES 51 MINUTES 28 SECONDS EAST, 31.15 FEET; 16) THENCE SOUTH 16 DEGREES 26 MINUTES 37 SECONDS EAST, 42.83 FEET TO THE SOUTHEAST CORNER OF SAID OUTLOT L AS DEDICATED BY PLAT OF REMINGTON GROVE OF JOHNSBURG-PHASE 3; THENCE NORTH 88 DEGREES 12 MINUTES 53 SECONDS EAST, 1,343.78 FEET TO A POINT OF CURVATURE ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF ILLINOIS STATE ROUTE 31 AS DEDICATED BY DEED RECORDED AS DOCUMENT NUMBER 2006R0021674; THENCE SOUTHEASTERLY 351.60 FEET ALONG SAID WESTERLY RIGHT OF WAY LINE, BEING THE ARC OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 3,808.88 FEET, A CHORD BEARING SOUTH 07 DEGREES 15 MINUTES 48 SECONDS EAST AND A CHORD DISTANCE OF 351.47 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 14; THENCE SOUTH 88 DEGREES 13 MINUTES 31 SECONDS WEST, 2,036.92 FEET ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 14; THENCE SOUTH 89 DEGREES 00 MINUTES 38 SECONDS WEST, 1303.33 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15 TO THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 15; THENCE NORTH 00 DEGREES 10 MINUTES 22 SECONDS EAST, 1,605.56 FEET TO THE POINT OF BEGINNING.

III. **PHASE THREE PARCEL:** LOTS 158-175, IN REMINGTON GROVE OF JOHNSBURG-PHASE 3, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 14 AND PART OF THE SOUTHEAST QUARTER OF SECTION 15, ALL IN TOWNSHIP 45 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 31, 2007, AS DOCUMENT NO. 2007R0037770, IN MCHENRY COUNTY ILLINOIS.

EXHIBIT B

2007R0037770



FINAL PLAN OF RENOVATION END OF JOHNSBURG-PHASE 3

LOCATION OF THE SINGLE, EXISTING SIX UNIT BUILDING

CERTIFICATION

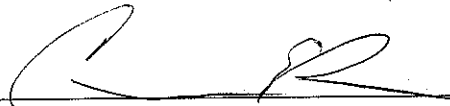
I, CLAUDETT E. PETERS, do hereby certify that I am the duly appointed, acting and qualified Clerk of the Village of Johnsburg, McHenry County, Illinois, and that as such Clerk, I am the keeper of the records and minutes and proceedings of the President and Board of Trustees of said Village of Johnsburg.

I do further certify that at a regular meeting of the President and Board of Trustees of the Village of Johnsburg, held on the 19th day of April, 2006, the foregoing Ordinance entitled *An Ordinance Authorizing the Execution of a Third Amendment to an Annexation Agreement Between the Village of Johnsburg and GWF Johnsburg LLC*, was duly passed by the President and Board of Trustees of the Village of Johnsburg.

The pamphlet form of Ordinance No. 2015-16-35, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was available in the Village Hall, commencing on the 19th day of April, 2016, 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 seal of the Village of Johnsburg, this 19th day of April, 2016.



Claudett E. Peters, Village Clerk
Village of Johnsburg,
McHenry County, Illinois

(SEAL)

CONFIDENTIAL

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