

ORDINANCE NO. 90- 42

**AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT**

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CHATHAM, ILLINOIS, AS FOLLOWS:

WHEREAS, Robert and Dorothy Mau have requested that the Village execute an Annexation Agreement, a copy of which is attached hereto as Exhibit 1;

WHEREAS, due notice to appropriate units of government and the public has been given pursuant to Division 7 and 15.1 of the Illinois Municipal Code, and the necessary public hearings have been held;

WHEREAS, the corporate authorities of the Village of Chatham have determined that the Annexation Agreement is in the best interest of the Village of Chatham;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CHATHAM, ILLINOIS, AS FOLLOWS:

**SECTION 1.** That certain Annexation Agreement by and among Robert and Dorothy Mau and the Village of Chatham, Illinois, a copy of which is attached hereto as Exhibit 1, is hereby approved.

**SECTION 2.** The President and Clerk are directed to execute such Agreement on behalf of the Village. The Clerk shall file a copy of the Agreement with the Recorder of Deeds of Sangamon County.

SECTION 3. This Ordinance is effective immediately.

Carl D. Oblinger  
CARL OBLINGER, VILLAGE PRESIDENT

ATTEST:

Rose Miller  
Village Clerk

AYES: 5

NAYS: 0

PASSED: 10/29/90

APPROVED: 10/29/90

ABSENT: 1

ANNEXATION AGREEMENT

THIS AGREEMENT, made and executed by and among Robert Mau and Dorothy Mau (the "Maus") and Village of Chatham, an Illinois municipal corporation (the "Village"), all of Sangamon County, Illinois, is effective this 29<sup>th</sup> day of October, 1990.

RECITALS

WHEREAS, the Maus are the record owners of Tracts I and II, as shown on Exhibit A attached hereto and incorporated herein.

WHEREAS, Tracts I and II are outside the Village corporate limits and are legally described as:

Tract I

The East 493.70 feet of the South half of the Northwest Quarter of the Northwest Quarter of Section 17, Township 14 North, Range 5 West of the 3rd P.M., Sangamon County, Illinois. Containing 7.56 acres, more or less.

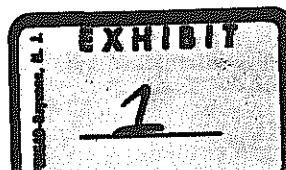
Also all adjacent road Right of Way.

Tract II

The West 200.00 feet of the Northeast Quarter of the Northwest Quarter of Section 17, Township 14 North, Range 5 West of the 3rd P.M., Sangamon County, Illinois. Containing 6.12 acres, more or less.

Also all adjacent road Right of Way.

WHEREAS, the Maus are also the owner of land outside of the Village not proposed to be annexed and legally described as follows ("Tract III"):



The Southwest 1/4 of the NW 1/4 of Section Seventeen (17) and the Southeast Quarter of the Northeast Quarter of Section Eighteen (18); and the West Half of the Southeast Quarter of Section Eighteen (18) and the West Half of the Northeast Quarter of Section Eighteen (18); all in Township Fourteen (14) North, Range Five (5) West of the Third Principal Meridian in the County of Sangamon, State of Illinois.

WHEREAS, the Maus propose to annex Tracts I and II to the corporate limits of the Village and to obtain an initial zoning classification of R-1 for Tracts I and II;

WHEREAS, the Maus propose to grant the Village water, electrical and sewer easements along the east border of Tract I, the west border of Tract II and across Tract III;

WHEREAS, in exchange for easements as set forth herein, the Maus desires to obtain and the Village desires to grant, water and electric hookups and a water line as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein, the parties agree as follows:

#### ANNEXATION

1. The Maus have petitioned to annex Tracts I and II conditional upon this Agreement.

2. If the petition for annexation complies with the ordinances of the Village and the Illinois Municipal Code, then the said annexation petition as filed shall be recommended and approved by the appropriate administrative and legislative bodies of the Village and an annexation ordinance in such form as shall be approved by counsel for the Village, shall be enacted by the

President and Board of Trustees of the Village within 30 days of execution of this Agreement.

3. Such annexation shall be expressly conditioned and contingent upon the simultaneous classification of the Real Estate in Tracts I and II as R-1 under the Zoning Ordinance of the Village. Any ordinance annexing Tracts I and II or any part thereof without simultaneous initial zoning classification as set out on Exhibit A shall be void unless this Agreement shall have been amended as hereafter provided.

#### VARIANCE AS TO PLATS

4. The Maus may in the future file a preliminary or final subdivision plat as to Tract I. These plats shall be approved by the Village, in accordance with law, provided they comply with ordinances of the Village and statutes of the State of Illinois. The Village agrees to vary or waive the requirements of the Subdivision Code to allow two driveways off of Gordon Drive (in addition to the existing two driveways) into Tract I if the requirements of a Minor Subdivision are otherwise met. Nothing in this paragraph shall be construed as a waiver of any subdivision requirement as to Tracts II or III.

#### ZONING

5. Upon the enactment of an ordinance annexing Tracts I and II, then without additional action required of the Maus or the Village, the Real Estate in Tracts I and II shall automatically be classified in the R-1 classification under the ordinances of the

Village without any further hearing before any administrative or legislative body whatsoever. Until single family housing is built on Tracts I and II, their use as of the date of this Agreement may continue notwithstanding any violation of R-1 requirements.

#### EASEMENTS

6. The Maus agree to execute easements substantially in the form attached hereto as Exhibits B, C and D within 30 days of annexation of Tracts I and II.

#### GENERAL

7. The 1989 Subdivision Ordinance and the 1982 Zoning Ordinance as now existing or hereafter amended shall govern all subdivision plats proposed or adopted pursuant to this Agreement, and all zoning issues with respect to the Real Estate, respectively; provided that this Agreement shall prevail over any inconsistent provisions in such ordinances.

8. The Village hereby waives provisions of its ordinances relating to initial pre-urban zoning upon annexation.

9. All notices and other communication required under this Agreement shall be in writing and delivered either personally or by depositing the same, postage prepaid, in the United States mail addressed to the party hereto to whom the same is directed at the following address:

TO THE MAUS

c/o Thomas Bartolomucci  
Auby, Oglesby & Bartolomucci  
1323 South First Street  
Springfield, IL 62704

TO CHATHAM:

c/o Del McCord  
Village Administrator  
117 East Mulberry  
Chatham, IL 62629

WITH COPIES TO:

John M. Myers  
Pfeifer & Kelty, P.C.  
1300 South Eighth Street  
P.O. Box 1858  
Springfield, IL 62705

11. This Agreement is binding upon the parties hereto, their respective heirs, executors, personal representatives, administrators, successors, and assigns. It shall be effective for twenty years from date of execution.

12. Time shall be the essence of this Agreement.

13. This Agreement shall not be amended in any way without the prior written agreement of the Maus and their successors and assigns, and by the Village by ordinance duly enacted authorizing such action.

14. The Village shall enact such ordinances, execute such documents, and issue such permits and certificates as shall be required by this Agreement and any ordinance adopting it.

15. The Village hereby agrees to provide electric power within the Real Estate and will bring, at its cost, an electric service line of a capacity capable of serving the Real Estate. This covenant is subject to any change by the General Assembly of the State of Illinois in the Electric Supplier Act or any adverse interpretation by any court or administrative body of the Electric Supplier Act. The Village also agrees to supply water to the Real Estate in accordance with applicable rate ordinances. The Village

shall construct at its cost a water main at least six inches in diameter to the southeast corner of Tract I and a 3/4 inch service line to a building foundation on Tract I, the precise location of which will be agreed on by the Maus' and the Village's engineers. The Village shall waive connection fees for two water services and two electric services to houses within Tract I, one of which shall be the house existing on Tract I as of the date of this Agreement.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement on the 29<sup>th</sup> day of October, 1990.

10-29-90  
Date

Robert Mau  
ROBERT MAU

10-29-90  
Date

Dorothy Mau  
DOROTHY MAU

THE VILLAGE OF CHATHAM,

10/29/90  
Date

By: Carl D. Oblinger  
CARL OBLINGER, PRESIDENT

ATTEST: . . .

Rose Miller  
Rose Miller, Clerk



**EASEMENT**

KNOW ALL MEN by the presents, that Robert Mau and Dorothy Mau ("Grantors") in consideration of an annexation agreement dated October 29, 1990, do hereby grant to the Village of Chatham, Illinois ("Grantee"), its successors and assigns, a permanent utility easement with the right to construct and thereafter use, operate, inspect, repair, maintain, and replace utility improvements consisting of electric lines, sanitary and storm sewer lines, water lines and fire hydrants and appurtenances thereto, over, under and across the following land owned by Grantor in Sangamon County, Illinois (the "Premises"):

The West 200.00 feet of the Northeast Quarter of the Northwest Quarter of Section 17, Township 14 North, Range 5 West of the 3rd P.M., Sangamon County, Illinois. Containing 6.12 acres, more or less.

The permanent utility easement hereby granted shall be a strip of land 40 feet in width running north to south along the West boundary of the Premises. In addition to the permanent utility easement, Grantors hereby grant a temporary utility construction easement for the purposes of constructing such utility improvements consisting of a strip of land 5 feet in width running north to south along the East boundary of the permanent utility easement.

Grantors further grant a permanent roadway easement, which includes the right to construct and thereafter use, operate, inspect, repair, maintain and replace roadway improvements including roads, sidewalks, and backslopes. The permanent roadway easement hereby granted shall be a strip of land 40 feet in width running north to south along the West boundary of the Premises.

This easement is conditional upon the following:

a. Grantee and its agents shall do all works and things on or affecting the Premises in a good and workmanlike manner and so as to cause no unnecessary damage or disturbance to the Premises;

**Exhibit C  
Tract II Easement**

b. Grantee or its agents shall repair, or if repair is not possible, shall pay Grantor for, any damages occasioned to Grantor by Grantee or its agents in the construction, maintenance, and repair of the works to be placed within the easement.

This easement and these covenants are binding on the parties hereto, their heirs, personal representatives, assigns, and successors.

Grantor warrants that the persons signing this easement are all of the owners of record of the Premises.

IN WITNESS WHEREOF, Grantors have executed this easement this 29<sup>th</sup> day of October, 1990.

Robert Mau  
ROBERT MAU

Dorothy Mau  
DOROTHY MAU

\* \* \* \* \*

STATE OF ILLINOIS     )  
                                  ) SS.  
COUNTY OF SANGAMON    )

I, the undersigned, a Notary Public in and for and residing in the County and State, do hereby certify that Robert Mau and Dorothy Mau, being personally known to me to be the same persons whose names are subscribed on the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal this 29<sup>th</sup> day of October, 1990.

Rose M. Miller  
Notary Public

" OFFICIAL SEAL "  
ROSE M. MILLER  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 5/21/93

This instrument was prepared by:

John M. Myers

**PFEIFER & KELTY, P.C.**

1300 South Eighth Street

P.O. Box 1858

Springfield, Illinois 62705

Telephone: (217) 528-5604

Return to:

John M. Myers

**PFEIFER & KELTY, P.C.**

1300 South Eighth Street

P.O. Box 1858

Springfield, Illinois 62705

Telephone: (217) 528-5604

b. Grantee or its agents shall repair, or if repair is not possible, shall pay Grantor for, any damages occasioned to Grantor by Grantee or its agents (including crop damage) in the construction, maintenance, and repair of the works to be placed within the easement.

c. Grantor is free to use the easement for planting crops.

d. Utilities shall be installed to a depth of at least 48 inches.

This easement and these covenants are binding on the parties hereto, their heirs, personal representatives, assigns, and successors.

Grantor warrants that the persons signing this easement are all of the owners of record of the Premises.

IN WITNESS WHEREOF, Grantors have executed this easement this 29th day of October, 1990.

Robert Mau  
ROBERT MAU

Dorothy Mau  
DOROTHY MAU

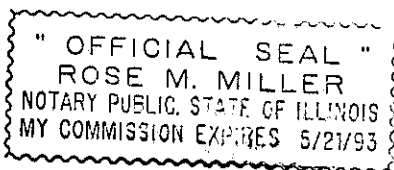
\* \* \* \* \*

STATE OF ILLINOIS     )  
                                  ) SS.  
COUNTY OF SANGAMON    )

I, the undersigned, a Notary Public in and for and residing in the County and State, do hereby certify that Robert Mau and Dorothy Mau, being personally known to me to be the same persons whose names are subscribed on the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal this 29th day of October, 1990.

Rose M. Miller  
Notary Public



### UTILITY EASEMENT

KNOW ALL MEN by the presents, that Robert Mau and Dorothy Mau ("Grantors") in consideration of an annexation agreement dated October 29, 1880, do hereby grant to the Village of Chatham, Illinois ("Grantee"), its successors and assigns, a permanent easement with the right to construct and thereafter use, operate, inspect, repair, maintain, and replace utility improvements consisting of electric lines, sewer lines and water lines and appurtenances thereto, under and across the following land owned by Grantor in Sangamon County, Illinois (the "Premises"):

The Southwest 1/4 of the NW 1/4 of Section Seventeen (17) and the Southeast Quarter of the Northeast Quarter of Section Eighteen (18); and the West Half of the Southeast Quarter of Section Eighteen (18) and the West Half of the Northeast Quarter of Section Eighteen (18); all in Township Fourteen (14) North, Range Five (5) West of the Third Principal Meridian in the County of Sangamon, State of Illinois.

The permanent easement hereby granted shall be a strip of land 20 feet in width beginning at the northeast corner of the southwest quarter of the northwest quarter of said Section 17 and running westerly along the northern boundary of the Premises to the northwest corner of the southeast quarter of the northeast quarter of said Section 18; thence due west along the northern boundary of the southwest quarter of the northeast quarter of said Section 18 to the northwest corner of the southwest quarter of the northeast quarter of said Section 18. In addition to the permanent easement, Grantor hereby grants a temporary construction easement for the purposes of constructing such utility easements consisting of a strip of land 5 feet in width running east to west along the southern boundary of the permanent easement. This easement is conditional upon the following:

a. Grantee and its agents shall do all works and things on or affecting the Premises in a good and workmanlike manner and so as to cause no unnecessary damage or disturbance to the Premises;

Exhibit D  
Tract III Easement

This instrument prepared by:

John M. Myers  
PFEIFER & KELTY, P.C.  
1300 South Eighth Street  
P.O. Box 1858  
Springfield, IL 62705  
(217) 528-5604

Return to:

John M. Myers  
PFEIFER & KELTY, P.C.  
1300 South Eighth Street  
P.O. Box 1858  
Springfield, IL 62705  
(217) 528-5604

**ORDINANCE CERTIFICATE**

STATE OF ILLINOIS     )  
                                  )    SS.  
COUNTY OF SANGAMON    )

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Chatham, Sangamon County, Illinois.

I do further certify that the Ordinance attached hereto is a full, true and exact copy of Ordinance No. 90-42 adopted by the President and Board of Trustees of the Village on the 29<sup>th</sup> day of October, 1990, said Ordinance being entitled:

**AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT**

I do further certify that prior to the making of this certificate, the said Ordinance was spread at length upon the permanent records of said Village, where it now appears and remains.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Village the 29<sup>th</sup> day of October, 1990.

  
\_\_\_\_\_  
Village Clerk

Prepared By:

John M. Myers  
PFEIFER & KELTY, P.C.  
1300 South Eighth Street  
P. O. Box 1858  
Springfield, IL 62705-1858  
Telephone: 217/528-5604

# Annexation Plat

To the Village of Chatham, Illinois

NORTH  
1"=400'

SW<sup>1</sup>/<sub>4</sub>, SW<sup>1</sup>/<sub>4</sub>, Sec. 8

SE<sup>1</sup>/<sub>4</sub>, SW<sup>1</sup>/<sub>4</sub>, Sec. 8

Corporate Limits

N<sup>1</sup>/<sub>2</sub>, NW<sup>1</sup>/<sub>4</sub>, NW<sup>1</sup>/<sub>4</sub>  
Sec. 17

NE<sup>1</sup>/<sub>4</sub>, NW<sup>1</sup>/<sub>4</sub>  
Sec. 17

S<sup>1</sup>/<sub>2</sub>, NW<sup>1</sup>/<sub>4</sub>,  
NW<sup>1</sup>/<sub>4</sub>

7.56 A.  
TRACT I

TRACT II



20 ft. easement  
for water/electric/sewer

SW<sup>1</sup>/<sub>4</sub>, NW<sup>1</sup>/<sub>4</sub>

SE<sup>1</sup>/<sub>4</sub>, NW<sup>1</sup>/<sub>4</sub>

Stone - SE Cor.,  
SW<sup>1</sup>/<sub>4</sub>, NW<sup>1</sup>/<sub>4</sub>,  
Sec. 17-14-5

Center, Sec  
17, T14N, R5W

-  Denotes lands to be annexed
-  Denotes existing Village limits

I hereby certify that the above plat correctly represents lands to be annexed to the Village of Chatham, Illinois

Thomas E. Bartolomucci Oct 25, 1990  
Thomas E. Bartolomucci RLS 1840 Date

Revised Oct. 25, 1990



**auby, oglesby & bartolomucci**

consulting engineers  
land surveyors - planners

1323 south first street / springfield, illinois 62704 / area code 217 / 544-8477

FIELD BOOK	CLIENT <i>Robert May Chatham, Il.</i>	DATE <i>July 5, 1990</i>	JOB NO. <i>80-78</i>
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## EASEMENT

KNOW ALL MEN by the presents, that Robert Mau and Dorothy Mau ("Grantors") in consideration of an annexation agreement dated October 24, 1890, do hereby grant to the Village of Chatham, Illinois ("Grantee"), its successors and assigns, a permanent utility easement with the right to construct and thereafter use, operate, inspect, repair, maintain, and replace utility improvements consisting of electric lines, sanitary and storm sewer lines, water lines and fire hydrants and appurtenances thereto, over, under and across the following land owned by Grantor in Sangamon County, Illinois (the "Premises"):

The East 493.70 feet of the South half of the Northwest Quarter of the Northwest Quarter of Section 17, Township 14 North, Range 5 West of the 3rd P.M., Sangamon County, Illinois. Containing 7.56 acres, more or less.

The permanent utility easement hereby granted shall be a strip of land 40 feet in width running north to south along the East boundary of the Premises. In addition to the permanent utility easement, Grantors hereby grant a temporary utility construction easement for the purposes of constructing such utility improvements consisting of a strip of land 5 feet in width running north to south along the West boundary of the permanent utility easement.

Grantors further grant a permanent roadway easement, which includes the right to construct and thereafter use, operate, inspect, repair, maintain and replace roadway improvements including roads, sidewalks, and backslopes. The permanent roadway easement hereby granted shall be a strip of land 40 feet in width running north to south along the east boundary of the Premises.

This easement is conditional upon the following:

a. Grantee and its agents shall do all works and things on or affecting the Premises in a good and workmanlike manner and so as to cause no unnecessary damage or disturbance to the Premises;

**Exhibit B**  
**Tract I Easement**

b. Grantee or its agents shall repair, or if repair is not possible, shall pay Grantor for, any damages occasioned to Grantor by Grantee or its agents in the construction, maintenance, and repair of the works to be placed within the easement.

This easement and these covenants are binding on the parties hereto, their heirs, personal representatives, assigns, and successors.

Grantor warrants that the persons signing this easement are all of the owners of record of the Premises.

IN WITNESS WHEREOF, Grantors have executed this easement this 29<sup>th</sup> day of October, 1990.

Robert Mau  
ROBERT MAU

Dorothy Mau  
DOROTHY MAU

\* \* \* \* \*

STATE OF ILLINOIS    )  
                                  )    SS.  
COUNTY OF SANGAMON    )

I, the undersigned, a Notary Public in and for and residing in the County and State, do hereby certify that Robert Mau and Dorothy Mau, being personally known to me to be the same persons whose names are subscribed on the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal this 29<sup>th</sup> day of October, 1990.

Rose M. Miller  
Notary Public

" OFFICIAL SEAL "  
ROSE M. MILLER  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 5/21/93

This instrument was prepared by:

John M. Myers

**PFEIFER & KELTY, P.C.**

1300 South Eighth Street

P.O. Box 1858

Springfield, Illinois 62705

Telephone: (217) 528-5604

Return to:

John M. Myers

**PFEIFER & KELTY, P.C.**

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Springfield, Illinois 62705

Telephone: (217) 528-5604

EASEMENT

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The East 493.70 feet of the South half of the Northwest Quarter of the Northwest Quarter of Section 17, Township 14 North, Range 5 West of the 3rd P.M., Sangamon County, Illinois. Containing 7.56 acres, more or less.

The permanent utility easement hereby granted shall be a strip of land 40 feet in width running north to south along the East boundary of the Premises. In addition to the permanent utility easement, Grantors hereby grant a temporary utility construction easement for the purposes of constructing such utility improvements consisting of a strip of land 5 feet in width running north to south along the West boundary of the permanent utility easement.

Grantors further grant a permanent roadway easement, which includes the right to construct and thereafter use, operate, inspect, repair, maintain and replace roadway improvements including roads, sidewalks, and backslopes. The permanent roadway easement hereby granted shall be a strip of land 40 feet in width running north to south along the east boundary of the Premises.

This easement is conditional upon the following:

a. Grantee and its agents shall do all works and things on or affecting the Premises in a good and workmanlike manner and so as to cause no unnecessary damage or disturbance to the Premises;

Exhibit B  
Tract I Easement

b. Grantee or its agents shall repair, or if repair is not possible, shall pay Grantor for, any damages occasioned to Grantor by Grantee or its agents in the construction, maintenance, and repair of the works to be placed within the easement.

This easement and these covenants are binding on the parties hereto, their heirs, personal representatives, assigns, and successors.

Grantor warrants that the persons signing this easement are all of the owners of record of the Premises.

IN WITNESS WHEREOF, Grantors have executed this easement this 29<sup>th</sup> day of October, 1990.

Robert Mau  
ROBERT MAU

Dorothy Mau  
DOROTHY MAU

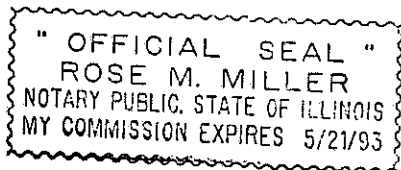
\* \* \* \* \*

STATE OF ILLINOIS     )  
                                  )   SS.  
COUNTY OF SANGAMON   )

I, the undersigned, a Notary Public in and for and residing in the County and State, do hereby certify that Robert Mau and Dorothy Mau, being personally known to me to be the same persons whose names are subscribed on the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal this 29<sup>th</sup> day of October, 1990.

Rose M. Miller  
Notary Public



This instrument was prepared by:  
John M. Myers  
PFEIFER & KELTY, P.C.  
1300 South Eighth Street  
P.O. Box 1858  
Springfield, Illinois 62705  
Telephone: (217) 528-5604

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Springfield, Illinois 62705  
Telephone: (217) 528-5604

90 J 030525

MARY ANN LAMM  
RECORDER  
SANGAMON CO. IL.

'90 NOV 19 PM 4 01

★★★★★ 001256

EASEMENT

KNOW ALL MEN by the presents, that Robert Mau and Dorothy Mau ("Grantors") in consideration of an annexation agreement dated October 29, 1990, do hereby grant to the Village of Chatham, Illinois ("Grantee"), its successors and assigns, a permanent utility easement with the right to construct and thereafter use, operate, inspect, repair, maintain, and replace utility improvements consisting of electric lines, sanitary and storm sewer lines, water lines and fire hydrants and appurtenances thereto, over, under and across the following land owned by Grantor in Sangamon County, Illinois (the "Premises"):

The West 200.00 feet of the Northeast Quarter of the Northwest Quarter of Section 17, Township 14 North, Range 5 West of the 3rd P.M., Sangamon County, Illinois. Containing 6.12 acres, more or less.

The permanent utility easement hereby granted shall be a strip of land 40 feet in width running north to south along the West boundary of the Premises. In addition to the permanent utility easement, Grantors hereby grant a temporary utility construction easement for the purposes of constructing such utility improvements consisting of a strip of land 5 feet in width running north to south along the East boundary of the permanent utility easement.

Grantors further grant a permanent roadway easement, which includes the right to construct and thereafter use, operate, inspect, repair, maintain and replace roadway improvements including roads, sidewalks, and backslopes. The permanent roadway easement hereby granted shall be a strip of land 40 feet in width running north to south along the West boundary of the Premises.

This easement is conditional upon the following:

a. Grantee and its agents shall do all works and things on or affecting the Premises in a good and workmanlike manner and so as to cause no unnecessary damage or disturbance to the Premises;

**Exhibit C**  
**Tract II Easement**

b. Grantee or its agents shall repair, or if repair is not possible, shall pay Grantor for, any damages occasioned to Grantor by Grantee or its agents in the construction, maintenance, and repair of the works to be placed within the easement.

This easement and these covenants are binding on the parties hereto, their heirs, personal representatives, assigns, and successors.

Grantor warrants that the persons signing this easement are all of the owners of record of the Premises.

IN WITNESS WHEREOF, Grantors have executed this easement this 29<sup>th</sup> day of October, 1990.

Robert Mau  
ROBERT MAU

Dorothy Mau  
DOROTHY MAU

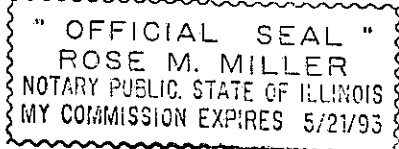
\* \* \* \* \*

STATE OF ILLINOIS     )  
                                  ) SS.  
COUNTY OF SANGAMON    )

I, the undersigned, a Notary Public in and for and residing in the County and State, do hereby certify that Robert Mau and Dorothy Mau, being personally known to me to be the same persons whose names are subscribed on the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal this 29<sup>th</sup> day of October, 1990.

Rose M. Miller  
Notary Public





This instrument was prepared by:  
John M. Myers  
**PFEIFER & KELTY, P.C.**  
1300 South Eighth Street  
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Springfield, Illinois 62705  
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Springfield, Illinois 62705  
Telephone: (217) 528-5604

90 J 0 3 0 5 2 6

MARY ANN LAMM  
RECORDER  
SANGAMON CO. IL.

'90 NOV 19 PM 4 01



001259

UTILITY EASEMENT

KNOW ALL MEN by the presents, that Robert Mau and Dorothy Mau ("Grantors") in consideration of an annexation agreement dated October 29, 1990, do hereby grant to the Village of Chatham, Illinois ("Grantee"), its successors and assigns, a permanent easement with the right to construct and thereafter use, operate, inspect, repair, maintain, and replace utility improvements consisting of electric lines, sewer lines and water lines and appurtenances thereto, under and across the following land owned by Grantor in Sangamon County, Illinois (the "Premises"):

The Southwest 1/4 of the NW 1/4 of Section Seventeen (17) and the Southeast Quarter of the Northeast Quarter of Section Eighteen (18); and the West Half of the Southeast Quarter of Section Eighteen (18) and the West Half of the Northeast Quarter of Section Eighteen (18); all in Township Fourteen (14) North, Range Five (5) West of the Third Principal Meridian in the County of Sangamon, State of Illinois.

The permanent easement hereby granted shall be a strip of land 20 feet in width beginning at the northeast corner of the southwest quarter of the northwest quarter of said Section 17 and running westerly along the northern boundary of the Premises to the northwest corner of the southeast quarter of the northeast quarter of said Section 18; thence due west along the northern boundary of the southwest quarter of the northeast quarter of said Section 18 to the northwest corner of the southwest quarter of the northeast quarter of said Section 18. In addition to the permanent easement, Grantor hereby grants a temporary construction easement for the purposes of constructing such utility easements consisting of a strip of land 5 feet in width running east to west along the southern boundary of the permanent easement. This easement is conditional upon the following:

a. Grantee and its agents shall do all works and things on or affecting the Premises in a good and workmanlike manner and so as to cause no unnecessary damage or disturbance to the Premises;

**Exhibit D**  
**Tract III Easement**

001260

b. Grantee or its agents shall repair, or if repair is not possible, shall pay Grantor for, any damages occasioned to Grantor by Grantee or its agents (including crop damage) in the construction, maintenance, and repair of the works to be placed within the easement.

c. Grantor is free to use the easement for planting crops.

d. Utilities shall be installed to a depth of at least 48 inches.

This easement and these covenants are binding on the parties hereto, their heirs, personal representatives, assigns, and successors.

Grantor warrants that the persons signing this easement are all of the owners of record of the Premises.

IN WITNESS WHEREOF, Grantors have executed this easement this 29th day of October, 1990.

Robert Mau  
ROBERT MAU

Dorothy Mau  
DOROTHY MAU

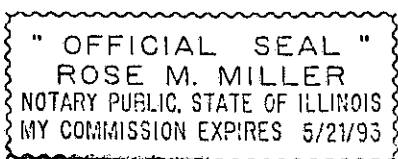
\* \* \* \* \*

STATE OF ILLINOIS     )  
                                  )   SS.  
COUNTY OF SANGAMON   )

I, the undersigned, a Notary Public in and for and residing in the County and State, do hereby certify that Robert Mau and Dorothy Mau, being personally known to me to be the same persons whose names are subscribed on the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal this 29th day of October, 1990.

Rose M. Miller  
Notary Public



This instrument prepared by:

John M. Myers  
PFEIFER & KELTY, P.C.  
1300 South Eighth Street  
P.O. Box 1858  
Springfield, IL 62705  
(217) 528-5604

Return to:

John M. Myers  
PFEIFER & KELTY, P.C.  
1300 South Eighth Street  
P.O. Box 1858  
Springfield, IL 62705  
(217) 528-5604

90 J 0 3 0 5 2 7

MARY ANN LAMM  
RECORDER  
SANGAMON CO. IL.

90 NOV 19 PM 4 01

★★★★★ 001262

ANNEXATION AGREEMENT

THIS AGREEMENT, made and executed by and among Robert Mau and Dorothy Mau (the "Maus") and Village of Chatham, an Illinois municipal corporation (the "Village"), all of Sangamon County, Illinois, is effective this 29<sup>th</sup> day of October, 1990.

RECITALS

WHEREAS, the Maus are the record owners of Tracts I and II, as shown on Exhibit A attached hereto and incorporated herein.

WHEREAS, Tracts I and II are outside the Village corporate limits and are legally described as:

Tract I

The East 493.70 feet of the South half of the Northwest Quarter of the Northwest Quarter of Section 17, Township 14 North, Range 5 West of the 3rd P.M., Sangamon County, Illinois. Containing 7.56 acres, more or less.

Also all adjacent road Right of Way.

Tract II

The West 200.00 feet of the Northeast Quarter of the Northwest Quarter of Section 17, Township 14 North, Range 5 West of the 3rd P.M., Sangamon County, Illinois. Containing 6.12 acres, more or less.

Also all adjacent road Right of Way.

WHEREAS, the Maus are also the owner of land outside of the Village not proposed to be annexed and legally described as follows ("Tract III"):

The Southwest 1/4 of the NW 1/4 of Section Seventeen (17) and the Southeast Quarter of the Northeast Quarter of Section Eighteen (18); and the West Half of the Southeast Quarter of Section Eighteen (18) and the West Half of the Northeast Quarter of Section Eighteen (18); all in Township Fourteen (14) North, Range Five (5) West of the Third Principal Meridian in the County of Sangamon, State of Illinois.

WHEREAS, the Maus propose to annex Tracts I and II to the corporate limits of the Village and to obtain an initial zoning classification of R-1 for Tracts I and II;

WHEREAS, the Maus propose to grant the Village water, electrical and sewer easements along the east border of Tract I, the west border of Tract II and across Tract III;

WHEREAS, in exchange for easements as set forth herein, the Maus desires to obtain and the Village desires to grant, water and electric hookups and a water line as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein, the parties agree as follows:

#### ANNEXATION

1. The Maus have petitioned to annex Tracts I and II conditional upon this Agreement.

2. If the petition for annexation complies with the ordinances of the Village and the Illinois Municipal Code, then the said annexation petition as filed shall be recommended and approved by the appropriate administrative and legislative bodies of the Village and an annexation ordinance in such form as shall be approved by counsel for the Village, shall be enacted by the

President and Board of Trustees of the Village within 30 days of execution of this Agreement.

3. Such annexation shall be expressly conditioned and contingent upon the simultaneous classification of the Real Estate in Tracts I and II as R-1 under the Zoning Ordinance of the Village. Any ordinance annexing Tracts I and II or any part thereof without simultaneous initial zoning classification as set out on Exhibit A shall be void unless this Agreement shall have been amended as hereafter provided.

#### VARIANCE AS TO PLATS

4. The Maus may in the future file a preliminary or final subdivision plat as to Tract I. These plats shall be approved by the Village, in accordance with law, provided they comply with ordinances of the Village and statutes of the State of Illinois. The Village agrees to vary or waive the requirements of the Subdivision Code to allow two driveways off of Gordon Drive (in addition to the existing two driveways) into Tract I if the requirements of a Minor Subdivision are otherwise met. Nothing in this paragraph shall be construed as a waiver of any subdivision requirement as to Tracts II or III.

#### ZONING

5. Upon the enactment of an ordinance annexing Tracts I and II, then without additional action required of the Maus or the Village, the Real Estate in Tracts I and II shall automatically be classified in the R-1 classification under the ordinances of the

Village without any further hearing before any administrative or legislative body whatsoever. Until single family housing is built on Tracts I and II, their use as of the date of this Agreement may continue notwithstanding any violation of R-1 requirements.

#### EASEMENTS

6. The Maus agree to execute easements substantially in the form attached hereto as Exhibits B, C and D within 30 days of annexation of Tracts I and II.

#### GENERAL

7. The 1989 Subdivision Ordinance and the 1982 Zoning Ordinance as now existing or hereafter amended shall govern all subdivision plats proposed or adopted pursuant to this Agreement, and all zoning issues with respect to the Real Estate, respectively; provided that this Agreement shall prevail over any inconsistent provisions in such ordinances.

8. The Village hereby waives provisions of its ordinances relating to initial pre-urban zoning upon annexation.

9. All notices and other communication required under this Agreement shall be in writing and delivered either personally or by depositing the same, postage prepaid, in the United States mail addressed to the party hereto to whom the same is directed at the following address:

TO THE MAUS

c/o Thomas Bartolomucci  
Auby, Oglesby & Bartolomucci  
1323 South First Street  
Springfield, IL 62704



TO CHATHAM:

c/o Del McCord  
Village Administrator  
117 East Mulberry  
Chatham, IL 62629

WITH COPIES TO:

John M. Myers  
Pfeifer & Kelty, P.C.  
1300 South Eighth Street  
P.O. Box 1858  
Springfield, IL 62705

11. This Agreement is binding upon the parties hereto, their respective heirs, executors, personal representatives, administrators, successors, and assigns. It shall be effective for twenty years from date of execution.

12. Time shall be the essence of this Agreement.

13. This Agreement shall not be amended in any way without the prior written agreement of the Maus and their successors and assigns, and by the Village by ordinance duly enacted authorizing such action.

14. The Village shall enact such ordinances, execute such documents, and issue such permits and certificates as shall be required by this Agreement and any ordinance adopting it.

15. The Village hereby agrees to provide electric power within the Real Estate and will bring, at its cost, an electric service line of a capacity capable of serving the Real Estate. This covenant is subject to any change by the General Assembly of the State of Illinois in the Electric Supplier Act or any adverse interpretation by any court or administrative body of the Electric Supplier Act. The Village also agrees to supply water to the Real Estate in accordance with applicable rate ordinances. The Village

shall construct at its cost a water main at least six inches in diameter to the southeast corner of Tract I and a 3/4 inch service line to a building foundation on Tract I, the precise location of which will be agreed on by the Maus' and the Village's engineers. The Village shall waive connection fees for two water services and two electric services to houses within Tract I, one of which shall be the house existing on Tract I as of the date of this Agreement.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement on the 29<sup>th</sup> day of October, 1990.

10-29-90  
Date

Robert Mau  
ROBERT MAU

Oct. 29, 1990  
Date

Dorothy Mau  
DOROTHY MAU

THE VILLAGE OF CHATHAM,

10/29/90  
Date

By: Carl D. Oblinger  
CARL OBLINGER, PRESIDENT

ATTEST:

Rose Miller  
Rose Miller, Clerk

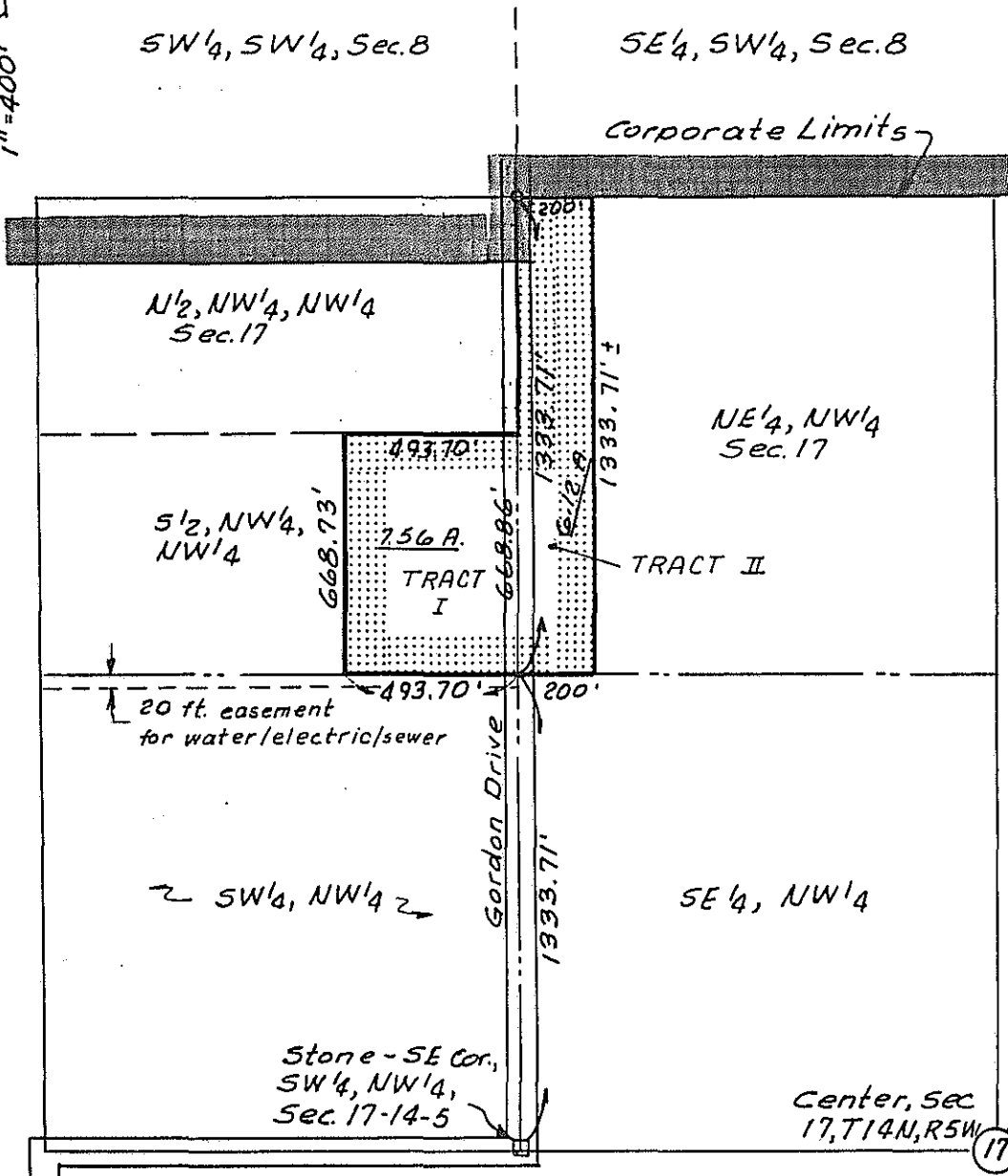
Prepared by:  
Fleeter & Kelly, P.C.  
P.O. Box 1858  
Springfield, IL 62705-1858

Return To:  
Fleeter & Kelly, P.C.  
P.O. Box 1858  
Springfield, IL 62705-1858

# Annexation Plat

To the Village of Chatham, Illinois

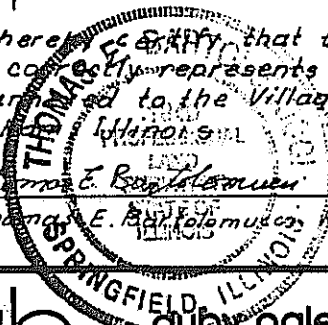
NORTH  
1" = 400'



I hereby certify that the above plat correctly represents lands to be annexed to the Village of Chatham, Illinois.

Thomas E. Bartolomucci Oct 25, 1990  
Thomas E. Bartolomucci, PLS 1840 Date

- Denotes lands to be annexed
- Denotes existing Village limits



Revised Oct. 25, 1990



**Ogleby, Oglesby & Bartolomucci**

consulting engineers  
land surveyors - planners

1323 south first street / springfield, illinois 62704 / area code 217 / 544-8477

FIELD BOOK

CLIENT

Robert Mau Chatham, Il

DATE

July 5, 1990

JOB NO.

80-78

EASEMENT

KNOW ALL MEN by the presents, that Robert Mau and Dorothy Mau ("Grantors") in consideration of an annexation agreement dated \_\_\_\_\_, do hereby grant to the Village of Chatham, Illinois ("Grantee"), its successors and assigns, a permanent utility easement with the right to construct and thereafter use, operate, inspect, repair, maintain, and replace utility improvements consisting of electric lines, sanitary and storm sewer lines, water lines and fire hydrants and appurtenances thereto, over, under and across the following land owned by Grantor in Sangamon County, Illinois (the "Premises"):

The East 493.70 feet of the South half of the Northwest Quarter of the Northwest Quarter of Section 17, Township 14 North, Range 5 West of the 3rd P.M., Sangamon County, Illinois. Containing 7.56 acres, more or less.

The permanent utility easement hereby granted shall be a strip of land 40 feet in width running north to south along the East boundary of the Premises. In addition to the permanent utility easement, Grantors hereby grant a temporary utility construction easement for the purposes of constructing such utility improvements consisting of a strip of land 5 feet in width running north to south along the West boundary of the permanent utility easement.

Grantors further grant a permanent roadway easement, which includes the right to construct and thereafter use, operate, inspect, repair, maintain and replace roadway improvements including roads, sidewalks, and backslopes. The permanent roadway easement hereby granted shall be a strip of land 40 feet in width running north to south along the east boundary of the Premises.

This easement is conditional upon the following:

a. Grantee and its agents shall do all works and things on or affecting the Premises in a good and workmanlike manner and so as to cause no unnecessary damage or disturbance to the Premises;

**Exhibit B**  
**Tract I Easement**

b. Grantee or its agents shall repair, or if repair is not possible, shall pay Grantor for, any damages occasioned to Grantor by Grantee or its agents in the construction, maintenance, and repair of the works to be placed within the easement.

This easement and these covenants are binding on the parties hereto, their heirs, personal representatives, assigns, and successors.

Grantor warrants that the persons signing this easement are all of the owners of record of the Premises.

IN WITNESS WHEREOF, Grantors have executed this easement this \_\_\_\_ day of \_\_\_\_\_, 1990.

\_\_\_\_\_  
ROBERT MAU

\_\_\_\_\_  
DOROTHY MAU

\* \* \* \* \*

STATE OF ILLINOIS    )  
                          )   SS.  
COUNTY OF SANGAMON    )

I, the undersigned, a Notary Public in and for and residing in the County and State, do hereby certify that Robert Mau and Dorothy Mau, being personally known to me to be the same persons whose names are subscribed on the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 1990.

\_\_\_\_\_  
Notary Public

This instrument prepared by:

John M. Myers  
PFEIFER & KELTY, P.C.  
1300 South Eighth Street  
P.O. Box 1858  
Springfield, IL 62705  
(217) 528-5604

Return to:

John M. Myers  
PFEIFER & KELTY, P.C.  
1300 South Eighth Street  
P.O. Box 1858  
Springfield, IL 62705  
(217) 528-5604

EASEMENT

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The West 200.00 feet of the Northeast Quarter of the Northwest Quarter of Section 17, Township 14 North, Range 5 West of the 3rd P.M., Sangamon County, Illinois. Containing 6.12 acres, more or less.

The permanent utility easement hereby granted shall be a strip of land 40 feet in width running north to south along the West boundary of the Premises. In addition to the permanent utility easement, Grantors hereby grant a temporary utility construction easement for the purposes of constructing such utility improvements consisting of a strip of land 5 feet in width running north to south along the East boundary of the permanent utility easement.

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This easement is conditional upon the following:

a. Grantee and its agents shall do all works and things on or affecting the Premises in a good and workmanlike manner and so as to cause no unnecessary damage or disturbance to the Premises;

Exhibit C  
Tract II Easement

001248

b. Grantee or its agents shall repair, or if repair is not possible, shall pay Grantor for, any damages occasioned to Grantor by Grantee or its agents in the construction, maintenance, and repair of the works to be placed within the easement.

This easement and these covenants are binding on the parties hereto, their heirs, personal representatives, assigns, and successors.

Grantor warrants that the persons signing this easement are all of the owners of record of the Premises.

IN WITNESS WHEREOF, Grantors have executed this easement this \_\_\_\_ day of \_\_\_\_\_, 1990.

\_\_\_\_\_  
ROBERT MAU

\_\_\_\_\_  
DOROTHY MAU

\* \* \* \* \*

STATE OF ILLINOIS    )  
                          )SS.  
COUNTY OF SANGAMON )

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Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 1990.

\_\_\_\_\_  
Notary Public



This instrument was prepared by:  
John M. Myers  
**PFEIFER & KELTY, P.C.**  
1300 South Eighth Street  
P.O. Box 1858  
Springfield, Illinois 62705  
Telephone: (217) 528-5604

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UTILITY EASEMENT

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The permanent easement hereby granted shall be a strip of land 20 feet in width beginning at the northeast corner of the southwest quarter of the northwest quarter of said Section 17 and running westerly along the northern boundary of the Premises to the northwest corner of the southeast quarter of the northeast quarter of said Section 18; thence due west along the northern boundary of the southwest quarter of the northeast quarter of said Section 18 to the northwest corner of the southwest quarter of the northeast quarter of said Section 18. In addition to the permanent easement, Grantor hereby grants a temporary construction easement for the purposes of constructing such utility easements consisting of a strip of land 5 feet in width running east to west along the southern boundary of the permanent easement. This easement is conditional upon the following:

a. Grantee and its agents shall do all works and things on or affecting the Premises in a good and workmanlike manner and so as to cause no unnecessary damage or disturbance to the Premises;

**Exhibit D  
Tract III Easement**

b. Grantee or its agents shall repair, or if repair is not possible, shall pay Grantor for, any damages occasioned to Grantor by Grantee or its agents (including crop damage) in the construction, maintenance, and repair of the works to be placed within the easement.

c. Grantor is free to use the easement for planting crops.

d. Utilities shall be installed to a depth of at least 48 inches.

This easement and these covenants are binding on the parties hereto, their heirs, personal representatives, assigns, and successors.

Grantor warrants that the persons signing this easement are all of the owners of record of the Premises.

IN WITNESS WHEREOF, Grantors have executed this easement this \_\_\_\_ day of \_\_\_\_\_, 1990.

\_\_\_\_\_  
ROBERT MAU

\_\_\_\_\_  
DOROTHY MAU

\* \* \* \* \*

STATE OF ILLINOIS     )  
                                  ) SS.  
COUNTY OF SANGAMON    )

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Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 1990.

\_\_\_\_\_  
Notary Public

001252

This instrument was prepared by:  
John M. Myers  
**PFEIFER & KELTY, P.C.**  
1300 South Eighth Street  
P.O. Box 1858  
Springfield, Illinois 62705  
Telephone: (217) 528-5604

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90 J 0 3 0 5 2 4

MARY ANN LAMM  
RECORDER  
SANGAMON CO. IL.

90 NOV 19 PM 4 00

★★★★★

001253