

ORDINANCE NO. 90-43

AN ORDINANCE ANNEXING CERTAIN PROPERTY TO THE VILLAGE OF CHATHAM

WHEREAS, a sworn Petition for Annexation and a proposed Annexation Agreement have been tendered to the Village of Chatham to annex the following described property (the "Property") according to the terms and conditions of the proposed Annexation Agreement:

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 Property is depicted on an annexation plat prepared in accordance with Section 1.02 of "An Act to Revise the Law in Relation to Plats", Ill.Rev.Stat., ch. 109, §1-02, Exhibit A hereto;

WHEREAS, all requirements for annexation under Sections 7-1-1 and 7-1-8 of the Illinois Municipal Code, Ill.Rev.Stat. 1987, ch. 24, have been met;

WHEREAS, on October 10, 1990 at 7:00 p.m., a public hearing was conducted by the President and Board of Trustees of the Village of Chatham regarding the proposed annexation and annexation agreement;

WHEREAS, the President and Board of Trustees of the Village of Chatham find it in the best interest of the Village to annex said Property.

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

SECTION 1. The Property is hereby annexed to the Village of Chatham, Illinois.

SECTION 2. This annexation shall be governed by that certain Annexation Agreement by and among the Village of Chatham and Robert and Dorothy Mau dated May 29, 1990.

SECTION 3. The Clerk is directed to file with the Recorder of Deeds and County Clerk of Sangamon County a certified copy of this Ordinance, together with the plat of annexation, which is attached hereto as Exhibit B and made a part hereof and hereby approved.

SECTION 4. This Ordinance is effective immediately.

Carl D. Oblinger
CARL OBLINGER, VILLAGE PRESIDENT

ATTEST:

Roe Miller
Village Clerk

AYES: 5

NAYS: 0

PASSED: 10/29/90

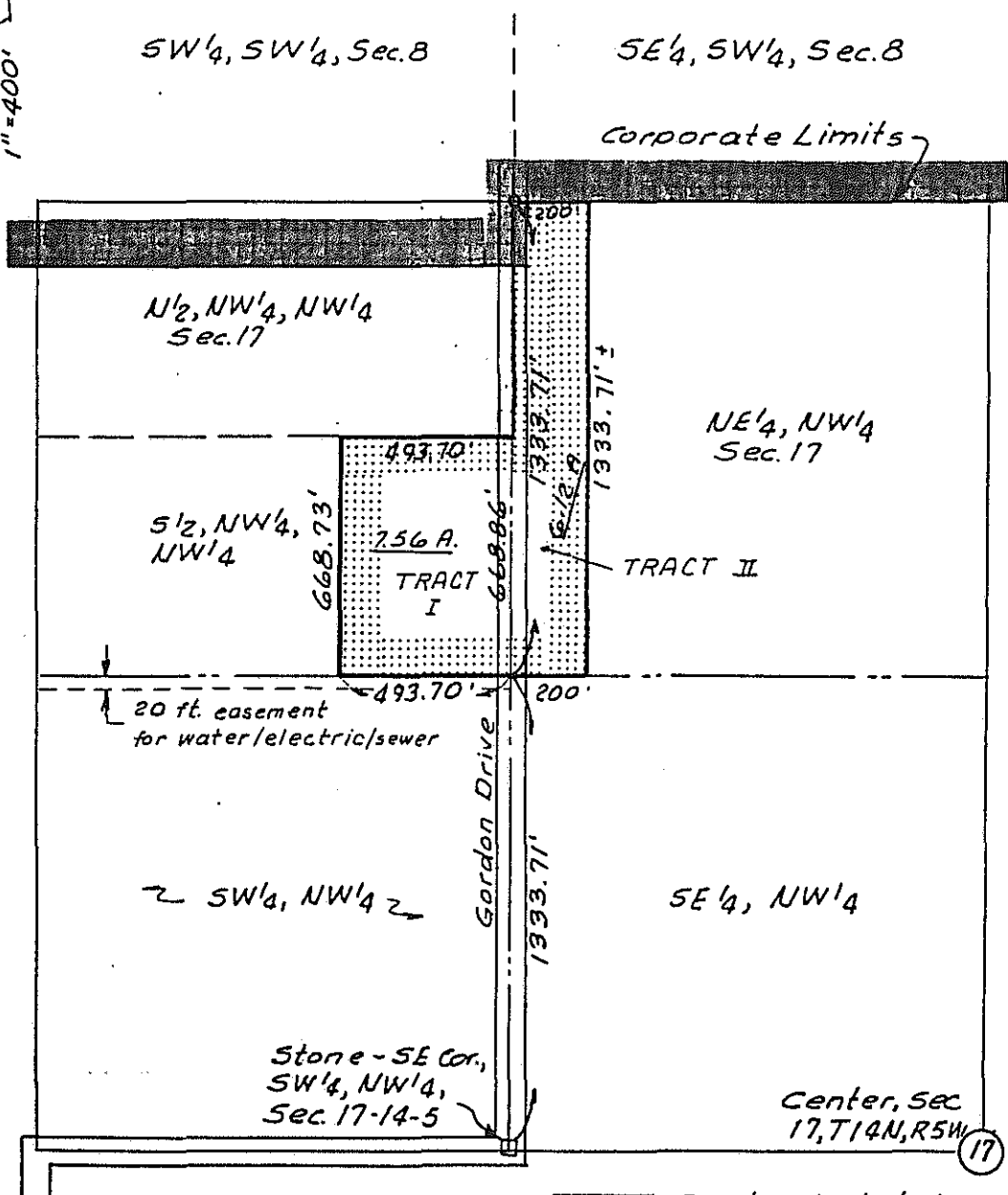
APPROVED: 10/29/90

ABSENT: 1

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

- Denotes lands to be annexed
- Denotes existing Village limits

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

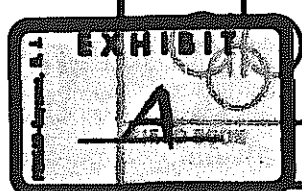
Revised Oct. 25, 1990

auby, oglesby & bartolomucci

consulting engineers
land surveyors - planners

1323 south first street / springfield, illinois 62704 / area code 217 / 644-8477

CLIENT <i>Robert May Chatham, Il.</i>	DATE <i>July 5, 1990</i>	JOB NO. <i>80-78</i>
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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 19th 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 29th day of October, 1990.

10-29-90
Date

Robert Maus
ROBERT MAU

Oct. 29, 1990
Date

Dorothy Maus
DOROTHY MAU

THE VILLAGE OF CHATHAM,

10/29/90
Date

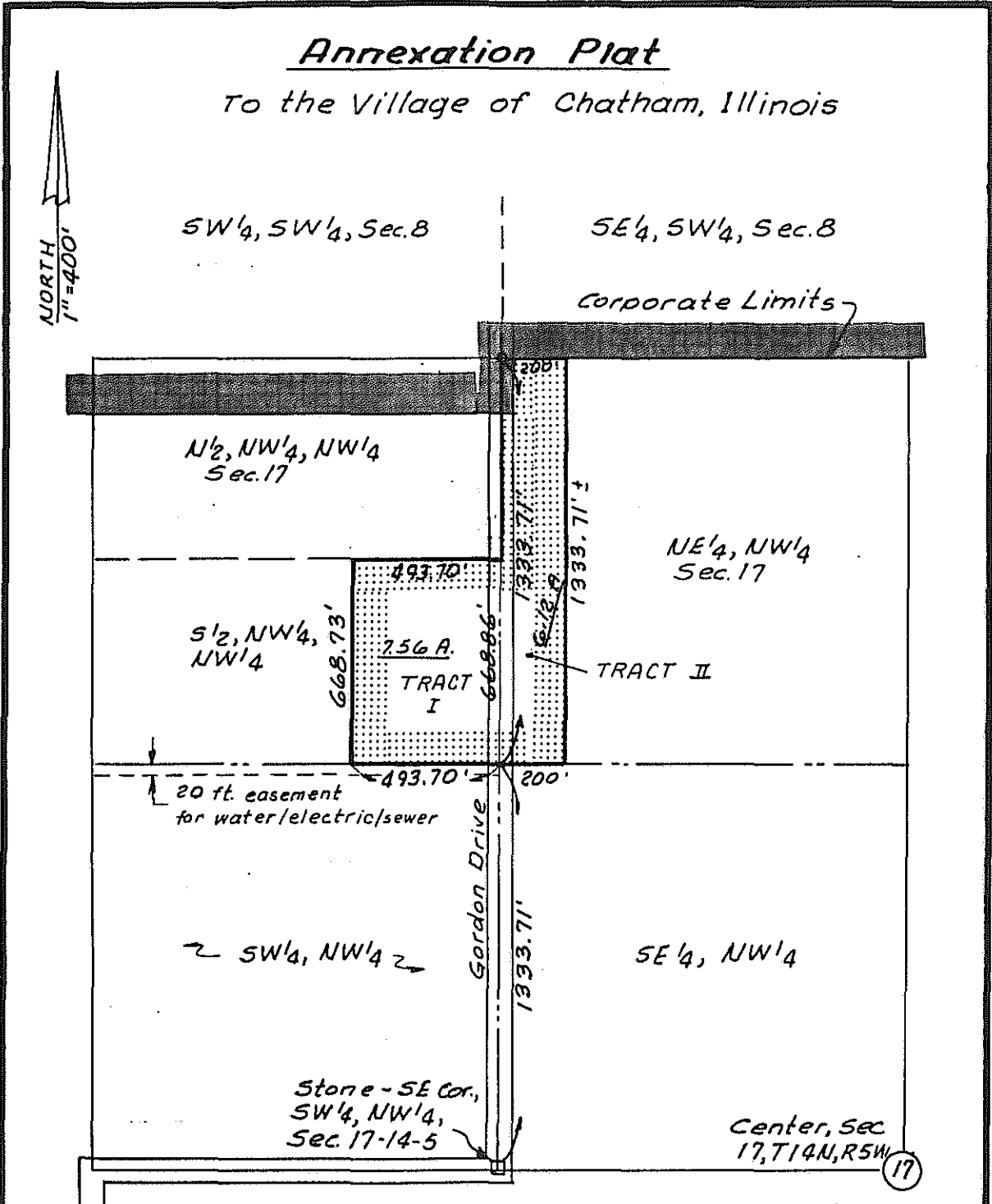
By: Carl D. Oblinger
CARL OBLINGER, PRESIDENT

ATTEST:

Rose Miller
Rose Miller, Clerk

Annexation Plat

To the Village of Chatham, Illinois

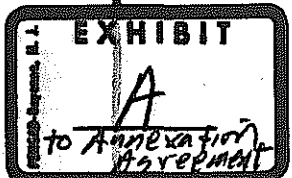


I hereby certify that the above plat correctly represents lands to be annexed to the Village of Chatham, Illinois

- Denotes lands to be annexed
- Denotes existing Village limits

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

Revised Oct. 25, 1990



aubynoglesby & bartolomucci

consulting engineers
land surveyors - planners

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

FIELD BOOK

CLIENT

Robert May 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 October 29, 1970, 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 29th day of October, 1990.

Robert Mau
ROBERT MAU

Dorothy Mau
DOROTHY MAU

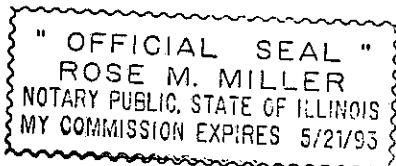
* * * * *

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 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

EASEMENT

KNOW ALL MEN by the presents, that Robert Mau and Dorothy Mau ("Grantors") in consideration of an annexation agreement dated October 29, 1940, 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 29th day of October, 1990.

Robert Mau
ROBERT MAU

Dorothy Mau
DOROTHY MAU

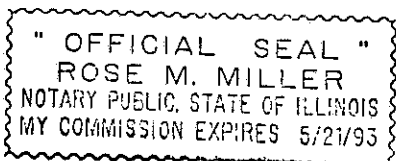
* * * * *

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 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

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

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.

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

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

PETITION FOR ANNEXATION

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

TO: Village Board and the Clerk
Village of Chatham, Illinois

The undersigned persons, each being 21 or more years of age and under no disability, hereby petition the Village of Chatham to annex within its corporate limits, the following described real estate in the County of Sangamon (the "Property") to wit:

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.

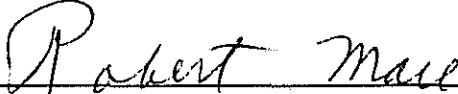
Tract II

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.

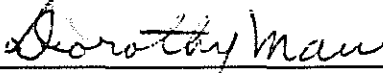
Also all adjacent road Right of Way.

For the purpose of authorizing the Village of Chatham to enact an appropriate ordinance of annexation in the manner provided by Section 7-1-8, chap. 24, Illinois Revised Statutes, and knowing that the certifications herein made will be relied upon by the Village of Chatham, the undersigned persons certify to the Village of Chatham, the following:

1. The Property is now contiguous to the Village of Chatham.
2. The Property is not within the corporate limits of any municipality.
3. The undersigned persons are the only electors or persons who occupy the Property and both join in this petition, and are the true and correct owners of record of all the land within the above described territory, as established by the records in the office of the Recorder of Deeds of Sangamon County, Illinois. There are not other persons, firms or corporations who reside upon, occupy or have any right, title or interest of record in and to any land within said above described territory herein requested to be annexed.
4. The Property is located within Ball Township and the Trustees of said district are being given proper notice of this annexation.
5. A plat of the real estate sought to be annexed, prepared by a registered land surveyor, is attached hereto.
6. This Petition for Annexation is contingent upon and subject to the terms and conditions of the annexation agreement filed contemporaneously herewith.



ROBERT MAU



DOROTHY MAU

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

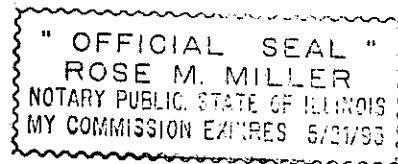
Robert Mau and Dorothy Mau, being first duly sworn, upon oath, depose and state that they have subscribed to the foregoing Petition for Annexation and have read the same before signing; that the statements made therein are true and correct; and that no persons, firms or corporations other than those named herein have any right, title or interest of record in any of the above described property herein requested to be annexed.

Robert Mau
Robert Mau

Dorothy Mau
Dorothy Mau

SUBSCRIBED AND SWORN TO before
me this 29th day of
October, 1990.

Rose M. Miller
Notary Public



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. 90-43 adopted by the President and Board of Trustees of the Village on the 29th day of October, 1990, said Ordinance being entitled:

AN ORDINANCE ANNEXING CERTAIN PROPERTY TO THE VILLAGE OF CHATHAM

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 29th day of October, 1990.



Village Clerk

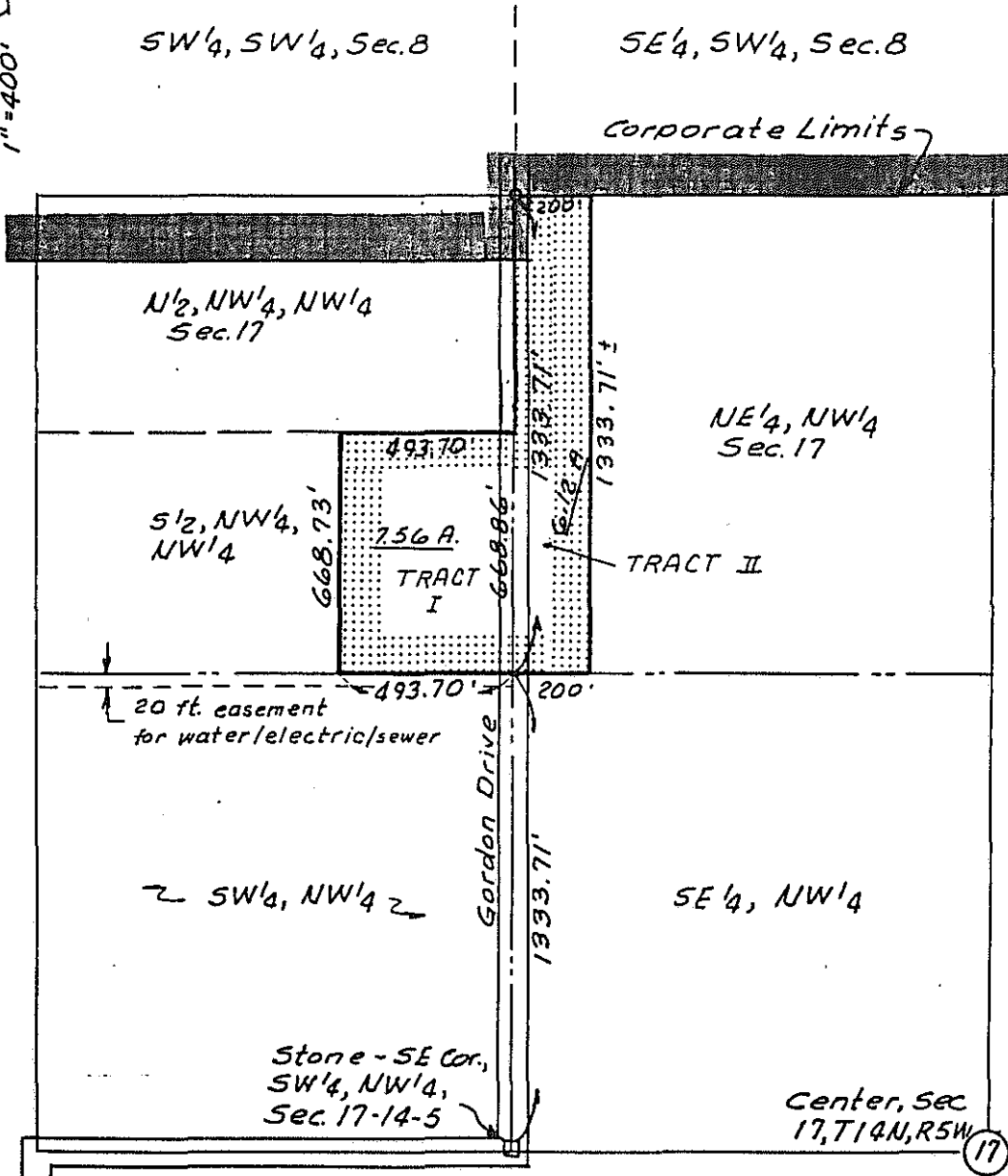
Prepared By:

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'



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



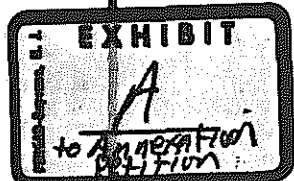
Denotes lands to be annexed



Denotes existing Village limits

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

Robert May Chatham, Il.

DATE

July 5, 1990

JOB NO.

80-78