

AN ORDINANCE AUTHORIZING THE PURCHASE OF CERTAIN REAL ESTATE

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

SECTION 1. The purchase of temporary easements for construction of improvements along Gordon Drive, the legal description of which is set forth in Exhibits A, B, C, and D, on the real estate described in and from the Grantors set forth in Exhibits A, B, C and D hereto is hereby approved. The consideration for such temporary easements shall be as follows:

Exhibit A -- \$25.00
Exhibit B -- \$ 1.00
Exhibit C -- \$ 1.00
Exhibit D -- \$ 1.00

SECTION 2. The purchase of real estate in connection with improvements to Gordon Drive, the legal description of which is set forth in Exhibits E, F and G hereto, and from the Grantors set forth in Exhibits E, F and G hereto, is hereby approved. The consideration for such purchases shall be as follows:

Exhibit E -- \$100.00
Exhibit F -- ~~\$100.00~~ # 1.00
Exhibit G -- \$100.00

In addition, the payment of \$200.00 to obtain a partial mortgage release as to the parcel described in Exhibit G is hereby approved.

SECTION 3. The President, Clerk and other proper officers of the Village are authorized and directed to make the payments described herein and to execute such documents as are necessary to complete the purchase of the interest of real estate described herein.

SECTION 4. This Ordinance is effective immediately.

Carl Oblinger
CARL OBLINGER, VILLAGE PRESIDENT

ATTEST:

Clare Miller
Village Clerk

AYES: 4

NAYS: 0

PASSED: March 19, 1991

APPROVED: March 19, 1991

ABSENT: 3

EASEMENT

KNOW ALL MEN, by these presents that Donald W. and Arlene Johnson, husband and wife, of the Village of Chatham, County of Sangamon, and State of Illinois ("Grantors"), in consideration of One Dollar (\$1.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, do hereby grant to the Village of Chatham, Illinois ("Grantee"), its successors and assigns, a temporary easement for the purpose of constructing roadway and driveway improvements over, upon, along and across the following land owned by Grantors in Sangamon County, Illinois (the "Premises"):

Part of Lot 10 of Willow Glen Ranch as recorded in the Office of Sangamon County Recorder of Deeds, described more particularly as follows: Commencing at the Northeast Corner of the aforementioned Lot 10, thence South 00 degrees 10 minutes 18 seconds West along the East Line of Lot 10 a distance of 23.76 feet to the true point of beginning, thence continuing South 00 degrees 10 minutes 18 seconds West along the aforementioned East Line a distance of 25.00 feet, thence North 89 degrees 49 minutes 42 seconds West a distance of 10.00 feet, thence North 00 degrees 10 minutes 18 seconds East a distance of 25.00 feet, thence South 89 degrees 49 minutes 42 seconds East a distance of 10.00 feet to the true point of beginning. Said parcel contains .006 acre, more or less, all in the County of Sangamon, State of Illinois,

together with right of access, ingress and egress over the premises for said purposes. The temporary construction easement hereby granted for the purpose of constructing such improvements consists of a two hundred and five (205) square foot area along the eastern boundary of the premises. This easement is conditioned upon the following:

A. Grantee 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;

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

C. Grantee shall place an excelsior blanket on all disturbed soil.

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

Grantors warrant that the persons signing this easement are the owners of record of the premises.

This easement shall terminate upon the earlier of the completion of the construction of the improvements or December 31, 1992.

IN WITNESS WHEREOF, Grantor has executed this easement this _____ day of _____, 1991.

Donald W. Johnson

Arlene Johnson

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 Donald W. and Arlene Johnson, being personally known to me to be the persons whose name 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 this _____ day of _____, 1991.

Notary Public

My Commission Expires:

L:\rlh\Johnson.Eas\031891

EASEMENT

KNOW ALL MEN, by these presents that Chatham Presbyterian Church of the Village of Chatham, County of Sangamon, and State of Illinois ("Grantor"), in consideration of One Dollar (\$1.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby grant to the Village of Chatham, Illinois ("Grantee"), its successors and assigns, a temporary easement for the purpose of constructing roadway and driveway improvements over, upon, along and across the following land owned by Grantor in Sangamon County, Illinois (the "Premises"):

Part of Lot 1 of Chatham Presbyterian Church Subdivision as recorded in the Sangamon County Recorder of Deeds, described more particularly as follows: Commencing at the Southwest Corner of the aforementioned Lot 1, thence North 00 degrees 10 minutes 18 seconds East along said West line a distance of 241.48 feet to the true point of beginning, thence continuing North 00 degrees 10 minutes 18 seconds East along said West Line a distance of 40.00 feet, thence South 89 degrees 49 minutes 42 seconds East a distance of 10.00 feet, thence South 00 degrees 10 minutes 18 seconds West a distance of 40.00 feet, thence North 89 degrees 49 minutes 42 seconds West a distance of 10.00 feet to the true point of beginning. Said parcel contains 0.009 acre more or less, all in the County of Sangamon, State of Illinois,

together with right of access, ingress and egress over the premises for said purposes. The temporary construction easement hereby granted for the purpose of constructing such improvements consists of a four hundred (400) square foot area along the western boundary of the premises. This easement is conditioned upon the following:

A. Grantee 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;

B. Grantee 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 of the works to be placed within the easement.

C. Grantee shall place an excelsior blanket on all disturbed soil.

D. Grantee shall remove the concrete driveway to an existing joint (sawed or expansion).

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 the owners of record of the premises.

This easement shall terminate upon the earlier of the completion of the construction of the improvements or December 31, 1992.

IN WITNESS WHEREOF, Grantor has executed this easement this _____ day of _____, 1991.

CHATHAM PRESBYTERIAN CHURCH

By _____
Its _____

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 _____, being personally known to me to be the _____ of the Chatham Presbyterian Church, whose name is subscribed on the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as the free and voluntary act of the Chatham Presbyterian Church for the uses and purposes therein set forth.

GIVEN under my hand this _____ day of _____, 1991.

Notary Public

My Commission Expires:

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EASEMENT

KNOW ALL MEN, by these presents that Chatham Presbyterian Church of the Village of Chatham, County of Sangamon, and State of Illinois ("Grantor"), in consideration of One Dollar (\$1.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby grant to the Village of Chatham, Illinois ("Grantee"), its successors and assigns, a temporary easement for the purpose of constructing roadway and driveway improvements over, upon, along and across the following land owned by Grantor in Sangamon County, Illinois (the "Premises"):

Part of Lot 1 of Chatham Presbyterian Church Subdivision as recorded in the Sangamon County Recorder of Deeds, described more particularly as follows: Beginning at the Southwest Corner of the aforementioned Lot 1, thence North 00 degrees 10 minutes 18 seconds East along said West line a distance of 10.00 feet, thence South 44 degrees 38 minutes 05 seconds East a distance of 14.19 feet to a point on the South line of Lot 1, thence North 89 degrees 26 minutes 28 seconds West along said South line a distance of 10.00 feet to the point of beginning. Said parcel contains 0.001 acre more or less, situated in the Village of Chatham, in the County of Sangamon, in the State of Illinois.

together with right of access, ingress and egress over the premises for said purposes. The temporary construction easement hereby granted for the purpose of constructing such improvements consists of a .001 acre area along the western boundary of the premises. This easement is conditioned upon the following:

A. Grantee 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;

B. Grantee 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 of the works to be placed within the easement.

C. Grantee shall place an excelsior blanket on all disturbed soil.

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 the owners of record of the premises.

EX C

This easement shall terminate upon the earlier of the completion of the construction of the improvements or December 31, 1992.

IN WITNESS WHEREOF, Grantor has executed this easement this _____ day of _____, 1991.

CHATHAM PRESBYTERIAN CHURCH

By _____
Its _____

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 _____, being personally known to me to be the _____ of the Chatham Presbyterian Church, whose name is subscribed on the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as the free and voluntary act of the Chatham Presbyterian Church for the uses and purposes therein set forth.

GIVEN under my hand this _____ day of _____, 1991.

Notary Public

My Commission Expires:

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EASEMENT

KNOW ALL MEN, by these presents that Chatham Presbyterian Church of the Village of Chatham, County of Sangamon, and State of Illinois ("Grantor"), in consideration of One Dollar (\$1.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby grant to the Village of Chatham, Illinois ("Grantee"), its successors and assigns, a temporary easement for the purpose of constructing roadway and driveway improvements over, upon, along and across the following land owned by Grantor in Sangamon County, Illinois (the "Premises");

Part of Lot 1 of Chatham Presbyterian Church Subdivision as recorded in the Sangamon County Recorder of Deeds, described more particularly as follows: Beginning at the Southwest Corner of the aforementioned Lot 1, thence North 00 degrees 10 minutes 18 seconds East along said West line a distance of 66.48 feet to the true point of beginning, thence continuing North 00 degrees 10 minutes 18 seconds East along said West Line a distance of 40.00 feet, thence South 89 degrees 49 minutes 42 seconds East a distance of 35.00 feet, thence South 00 degrees 10 minutes 18 seconds West a distance of 40.00 feet, thence North 89 degrees 49 minutes 42 seconds West a distance of 35.00 feet to the true point of beginning. Said parcel contains 0.014 acre more or less, all in the County of Sangamon, State of Illinois,

together with right of access, ingress and egress over the premises for said purposes. The temporary construction easement hereby granted for the purpose of constructing such improvements consists of a fourteen hundred (1400) square foot area along the western boundary of the premises. This easement is conditioned upon the following:

A. Grantee 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;

B. Grantee 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 of the works to be placed within the easement.

C. Grantee shall place an excelsior blanket on all disturbed soil.

D. Grantee shall remove the concrete driveway to an existing joint (sawed or expansion).

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 the owners of record of the premises.

This easement shall terminate upon the earlier of the completion of the construction of the improvements or December 31, 1992.

IN WITNESS WHEREOF, Grantor has executed this easement this _____ day of _____, 1991.

CHATHAM PRESBYTERIAN CHURCH

By _____
Its _____

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 _____, being personally known to me to be the _____ of the Chatham Presbyterian Church, whose name is subscribed on the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as the free and voluntary act of the Chatham Presbyterian Church for the uses and purposes therein set forth.

GIVEN under my hand this _____ day of _____, 1991.

Notary Public

My Commission Expires:

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WARRANTY DEED

Prepared by: Susan Hoffee-Hunt
Pfeifer & Kelty, P.C.
1300 S. Eighth Street
P.O. Box 1858
Springfield, Illinois 62705

Grantee: Village of Chatham
117 East Mulberry
Chatham, Illinois 62629

Return to: Village of Chatham
117 East Mulberry
Chatham, Illinois 62629

Tax Bill to: Village of Chatham
117 East Mulberry
Chatham, Illinois 62629

THE GRANTORS, John Koch and Carol Koch (formerly Carol Stephens), of the Village of Chatham, County of Sangamon, and State of Illinois, for and in consideration of _____ in hand paid, CONVEY and WARRANT to the Village of Chatham, of the Village of Chatham, County of Sangamon, and State of Illinois, the following described Real Estate:

Part of Lot 1 of King's Point Subdivision Plat 1 as recorded in the Office of the Sangamon County Recorder of Deeds, described more particularly as follows: Beginning at the Southwest Corner of the aforementioned Lot 1, thence North 00 degrees 13 minutes 07 seconds East along the West Line of Lot 1 a distance of 10.00 feet, thence South 44 degrees 35 minutes 02 seconds East a distance of 14.19 feet to a point on the South Line of Lot 1, thence North 89 degrees 23 minutes 11 seconds West along said South Line a distance of 10.00 feet to the point of beginning. Said parcel contains 0.001 acre more or less,

Situated in the Village of Chatham, in the County of Sangamon, in the State of Illinois, hereby releasing and waiving all right under and by virtue of the Homestead Exemption Laws of this State.

DATED this _____ day of _____, 1991.

John Koch (Seal)

Carol Koch (Seal)

Exempt under provisions of Paragraph b, Section 4, Real Estate Transfer Tax Act.

Date Buyer, Seller, or Representative

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, the undersigned, a Notary Public, in and for said County and State, do hereby certify that John Koch and Carol Koch, being personally known to me to be the same persons whose name 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, including the release and waiver of the right of homestead.

GIVEN under my hand this _____ day of _____, 1991.

Notary Public

My Commission Expires:

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Exempt under provisions of Paragraph b, Section 4, Real Estate Transfer Tax Act.

Date Buyer, Seller or Representative

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 _____, being personally known to me to be the _____ of the Chatham Presbyterian Church, whose name is subscribed on the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as the free and voluntary act of the Chatham Presbyterian Church for the uses and purposes therein set forth.

GIVEN under my hand this _____ day of _____, 1991.

Notary Public

My Commission Expires:

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WARRANTY DEED

Prepared by: Susan Hoffee-Hunt
Pfeifer & Kelty, P.C.
1300 S. Eighth Street
P.O. Box 1858
Springfield, Illinois 62705

Grantee: Village of Chatham
117 East Mulberry
Chatham, Illinois 62629

Return to: Village of Chatham
117 East Mulberry
Chatham, Illinois 62629

Tax Bill to: Village of Chatham
117 East Mulberry
Chatham, Illinois 62629

THE GRANTORS, Steven Clausen and Susan Clausen, of the Village of Chatham, County of Sangamon, and State of Illinois, for and in consideration of _____, in hand paid, CONVEY and WARRANT to the Village of Chatham, County of Sangamon, and State of Illinois, the following described Real Estate:

Part of Lot 14 of King's Point Subdivision Plat 1 as recorded in the office of the Sangamon County Recorder of Deeds, described more particularly as follows: beginning at the Northwest Corner of the aforementioned Lot 14, thence South 89 degrees 23 minutes 11 seconds East along the North Line of Lot 14 a distance of 10.00 feet, thence South 45 degrees 24 minutes 58 seconds West a distance of 14.09 feet to a point on the West Line of Lot 14, thence North 00 degrees 13 minutes 07 seconds East along said West Line a distance of 10.00 feet to the true point of beginning. Said parcel contains 0.001 acre, more or less.

Situated in the Village of Chatham, in the County of Sangamon, in the State of Illinois, hereby releasing and waiving all right under and by virtue of the Homestead Exemption Laws of this State.

DATED this _____ day of _____, 1991.

Steven Clausen (Seal)

Susan Clausen (Seal)

Exempt under provisions of Paragraph b, Section 4, Real Estate Transfer Tax Act.

Date Buyer, Seller or Representative

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, the undersigned, a Notary Public, in and for said County and State, do hereby certify that Steven Clausen and Susan Clausen, 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, including the release and waiver of the right of homestead.

GIVEN under my hand this _____ day of _____, 1991.

Notary Public

My Commission Expires:

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