

Ordinance No. 95-60_

**AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT
WITH PATRICIA SMITH BOYCE**

WHEREAS, the Village of Chatham has negotiated an annexation agreement with Patricia Smith Boyce, pertaining to her property located north of Chatham, a copy of which agreement is attached hereto as Exhibit A;

WHEREAS, on November 30, 1995, pursuant to notice published as prescribed by statute, the corporate authorities conducted a public hearing regarding the proposed annexation agreement with the Woods;

WHEREAS, on November 30, 1995, the Planning Commission met pursuant to notice published as prescribed by statute, conducted a public hearing to consider the zoning contemplated by the annexation agreement, and recommended approval of zoning the Boyce property to B-2 and P-1 with a special use permit for use as a kennel as set forth in the Agreement;

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

SECTION 1: The annexation agreement attached hereto by and between the Village of Chatham, Illinois, and Patricia Smith Boyce, is hereby approved.

SECTION 2: The President is directed to execute said agreement as amended on behalf of the Village, and the proper officers of the Village are authorized and directed to carry out said annexation agreement according to its terms.

SECTION 3: This Ordinance is effective immediately.

PASSED this 30th day of November, 1995.

Linda Krueger

VILLAGE PRESIDENT

Attest *Penny Mooney*
Village Clerk

AYES: McGuire, Joswiak, Krueger, Koester
NAYS: None
PASSED: 11/30/95
APPROVED: 11/30/95
ABSENT: 3

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. 95-~~60~~, adopted by the President and Board of Trustees of said Village on the 30 day of Nov. 1995, said Ordinance being entitled:

**AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT
WITH PATRICIA SMITH BOYCE**

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 this 30th day of November, 1995.



Village Clerk

This Space for Recorder

ANNEXATION AGREEMENT

THIS AGREEMENT is made by Patricia Smith Boyce ("Owner") and the Village of Chatham, Illinois (the "Village"), an Illinois municipal corporation, both of Sangamon County, Illinois, and is effective this 28 day of Nov., 1995.

WHEREAS, Owner is the record owner of property legally described on an annexation plat attached hereto as Exhibit A ("the Property");

WHEREAS, the Property is located in unincorporated Sangamon County, Illinois, and is contiguous to the corporate limits of the Village;

WHEREAS, Owner wishes to annex the Property to the Village and obtain an initial zoning upon annexation in the B-2 zone under the Village Zoning Ordinance, except the east 648.58 feet thereof, which Owner wishes to zone as P-1 with a special use permit to permit the boarding of animals and for use as a kennel, as depicted on a zoning plat, Exhibit B hereto;

WHEREAS, notice of this annexation agreement, the proposed initial zoning and special use, and hearings thereon, was published in a newspaper published within the Village in accordance with applicable statutes and the Village Zoning Ordinance;

WHEREAS, on November 30, 1995 the Planning Commission met, conducted a public hearing, and considered and recommended the proposed initial zoning to the Village Board; and on that same date, the Village Board conducted a public hearing with respect to this Annexation Agreement;

WHEREAS, annexation and development of the Property in the Village is anticipated to increase the property tax revenues to the Village and provide an attractive mix of development within the Village;

WHEREAS, Owner has requested and the Village is willing to provide certain financial incentives in connection with this project, which should provide for the orderly development of the Property at little or no cost to the Village;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Owner shall, within 10 days of execution of this agreement, petition to annex the Property conditional upon this Agreement.
2. An Ordinance annexing the Property, in such form as shall be approved by counsel for the Village, shall be enacted by the President and Board of Trustees within 30 days of execution of this Agreement.
3. Such annexation shall be expressly conditioned and contingent upon the simultaneous classification of the Property under B-2 zoning category, except the east 648.58 feet thereof, which shall be zoned P-1 with a special use permit to permit the boarding of animals and use as a kennel. Any ordinance annexing the property or any part thereof without simultaneous initial zoning classification as set forth in this paragraph shall be void.
4. Conditional upon approval by any appropriate governmental body required to issue

a permit, the Village agrees to pay the actual costs of the construction of a 6 inch water main from the present limits of the Village water system, to the north property line of the Property, the precise location of which, together with a fire hydrant, shall be determined by consulting engineer for the Village and by the Owner.

5. The Village's obligation under paragraph 4 is conditional upon the grant of an easement by James and LaVerne Smith, in a form satisfactory to the Smiths and to the Village, across their property located south of the Property, to permit the construction of and maintenance of a six inch water main as set forth in Paragraph 4. The sole consideration for the easement will be the Village's agreement to run water and electric service lines to a single family residence to be constructed by Owners on property presently owned by Owners which is presently within the corporate limits of the Village and located south of the property owned by James and LaVerne Smith.

6. During the term of this Agreement, the Village shall waive any restrictions on species of animals contained in Ordinance No. 82-27 or any successor ordinance relating to animal control, insofar as any such restriction may pertain to the property to be zoned P-1 hereunder. (No such restrictions apply to a business in the area to be zoned B-2 if operated as a veterinary clinic) This waiver is personal to Owner and shall not be to the benefit of any successor owner of the Property or any part thereof. Except as set forth in this paragraph, this Agreement shall not be construed as a limitation on the Village's right to adopt or amend ordinances of general applicability, including the animal control, zoning and subdivision ordinances, or the applicability of such ordinances to the Property. However, in the event of a conflict between the Village ordinances and this Agreement, this Agreement shall prevail.

7. Except as set forth in paragraph 6, this Agreement is binding upon the parties hereto, their respective heirs, executors, personal representatives, corporate authorities, administrators, successors and assigns. This Agreement and all provisions herein shall be a covenant running with the land legally described in Exhibit A hereto. This Agreement shall be effective for twenty years from the date of execution.

8. This Agreement shall only be amended by a writing, signed by the parties and approved by the Village by ordinance. After execution of this agreement, changes in zoning or variances requested and granted pursuant to Village Ordinances shall not require formal amendment of this Agreement.

9. 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.

10. Owner shall, at her expense, record this Agreement with the Sangamon County Recorder of Deeds within 30 days of its execution.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 28 day of Nov, 1995.

VILLAGE OF CHATHAM, ILLINOIS

BY: _____
LINDA KOESTER, President

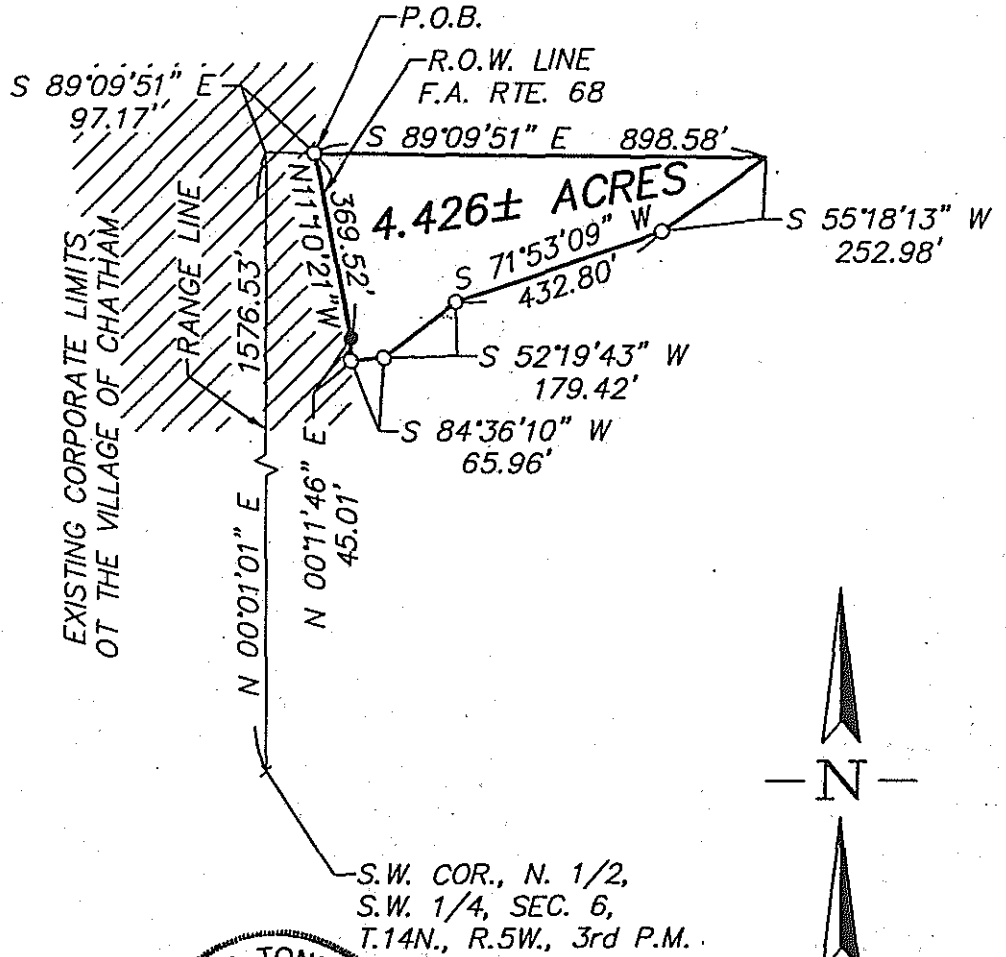
Attest: Penney Mornay
Village Clerk

Patricia Smith Boyce

ANNEXATION PLAT

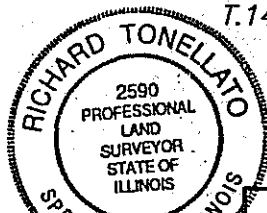
Part of the West one-half of Section 6, Township 14 North, Range 5 West of the Third Principal Meridian; described more particularly as follows: Commencing at the Southwest Corner of the North one-half of the Southwest Quarter of the aforementioned Section 6, thence North 00° 01' 01" East along the Range Line a distance of 1576.53 feet, thence South 89° 09' 51" East a distance of 97.17 feet to an iron pipe on the East Right-of-Way Line of F.A. Route 68, said pipe marks the true point of beginning, thence continuing South 89° 09' 51" East a distance of 898.58 feet, thence South 55° 18' 13" West a distance of 252.98 feet to an iron pipe, thence South 71° 53' 09" West a distance of 432.80 feet to an iron pipe, thence South 52° 19' 43" West a distance of 179.42 feet to an iron pipe, thence South 84° 36' 10" West a distance of 65.96 feet to an iron pipe on the East Right-of-Way Line of F.A. Route 68, thence North 00° 11' 46" East along said Right-of-Way Line a distance of 45.01 feet to an iron pin, thence North 11° 10' 21" West along said Right-of-Way Line a distance of 369.52 feet to the true point of beginning. Said tract contains 4.426 acres, more or less, all in the County of Sangamon, State of Illinois.

Basis of bearing is North 00° 01' 01" East along the Range Line.



LEGEND

IRON PIPE ○
IRON PIN ●



The above described plat correctly shows the location of land to be annexed to the Village of Chatham, Illinois.

Richard Tonellato
ILLINOIS PROFESSIONAL LAND SURVEYOR #2590

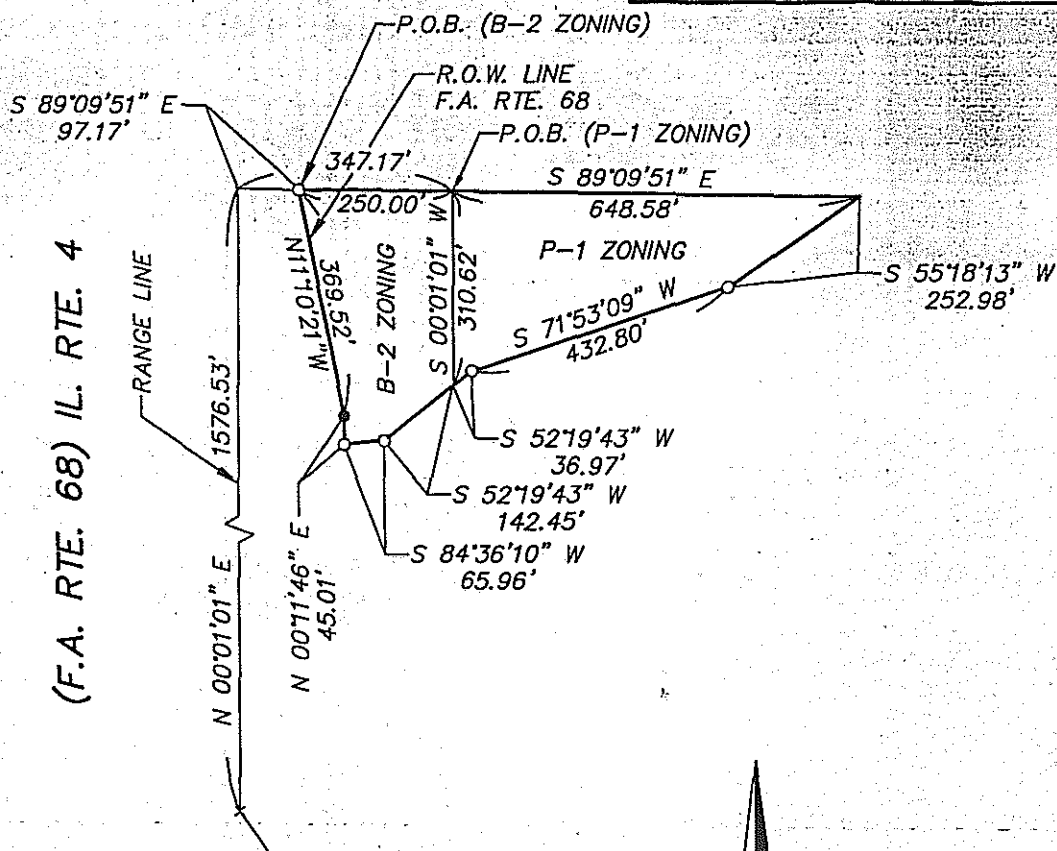


GREENE & BRADFORD, INC.
OF SPRINGFIELD
CONSULTING ENGINEERS
3501 CONSTITUTION DRIVE
SPRINGFIELD, ILLINOIS 62707
(217) 793-8844, (217) 793-6227 FAX

DATE	11/28/94
DRAWN	CRUM
PROJ. NO.	94-385
FIELD BOOK	
COMPUTER FILE NO.	94385AX4-300

EXHIBIT A

ZONING PLAT



(F.A. RTE. 68) IL. RTE. 4

P-1 ZONING LEGAL DESCRIPTION

Part of the West One Half of Section 6, Township 14 North, Range 5 West of the Third Principal Meridian; described more particularly as follows:
 Commencing at the Southwest Corner of the North One Half of the Southwest Quarter of the aforementioned Section 6, thence North 00 degrees 01 minutes 01 seconds East along the Range Line a distance of 1576.53 feet, thence South 89 degrees 09 minutes 51 seconds East a distance of 347.17 feet to the true point of beginning, thence continuing South 89 degrees 09 minutes 51 seconds East a distance of 648.58 feet, thence South 55 degrees 18 minutes 13 seconds West a distance of 252.98 feet to an iron pipe, thence South 71 degrees 53 minutes 09 seconds West a distance of 432.80 feet to an iron pipe, thence South 52 degrees 19 minutes 43 seconds West a distance of 310.62 feet to the point of beginning. Said Tract contains 2.604 acres, more or less, all in the County of Sangamon, State of Illinois.
 Basis of bearing is North 00 degrees 01 minutes 01 seconds East along the Range Line.

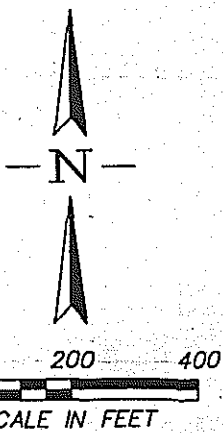
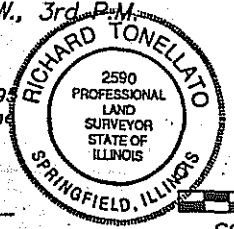
B-2 ZONING LEGAL DESCRIPTION

Part of the West One Half of Section 6, Township 14 North, Range 5 West of the Third Principal Meridian; described more particularly as follows:
 Commencing at the Southwest Corner of the North One Half of the Southwest Quarter of the aforementioned Section 6, thence North 00 degrees 01 minutes 01 seconds East along the Range Line a distance of 1576.53 feet, thence South 89 degrees 09 minutes 51 seconds East a distance of 97.17 feet to an iron pipe on the East Right-of-Way Line of F.A. Route 68, said point marks the true point of beginning, thence continuing South 89 degrees 09 minutes 51 minutes East a distance of 250.00 feet, thence South 00 degrees 01 minutes 01 seconds West a distance of 310.62 feet, thence South 52 degrees 19 minutes 43 seconds West a distance of 142.45 feet to an iron pipe, thence South 84 degrees 36 minutes 10 seconds West a distance of 65.96 feet to an iron pipe on said right-of-way line, thence North 00 degrees 11 minutes 46 seconds East along said right-of-way line a distance of 45.01 feet to an iron pin, thence North 11 degrees 10 minutes 21 seconds West along said right-of-way line a distance of 369.52 feet to the point of beginning. Said Tract contains 1.822 acres, more or less, all in the County of Sangamon, State of Illinois.
 Basis of bearing is North 00 degrees 01 minutes 01 seconds East along the Range Line.

LEGEND

- IRON PIPE ○
- IRON PIN ●

S.W. COR., N. 1/2,
 S.W. 1/4, SEC. 6,
 T.14N., R.5W., 3rd P.M.



I do hereby certify that in the month of NOVEMBER, 1995 I made a survey of the above described property and the foregoing plat correctly represents the results of said survey.

Richard Tonellato
 ILLINOIS PROFESSIONAL LAND SURVEYOR #2590

REVISIONS	DATE	BY



GREENE & BRADFORD, INC.
 OF SPRINGFIELD
 CONSULTING ENGINEERS
 3501 CONSTITUTION DRIVE
 SPRINGFIELD, ILLINOIS 62707
 (217) 793-8844, (217) 793-6227 FAX

DATE	11/22/95
DRAWN	CRUM
PROJ. NO.	95-329
FIELD BOOK	
COMPUTER FILE NO.	95J29AX-200