

**ORDINANCE NO. 96-15, AS AMENDED**

**AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT WITH  
Scott W. & Nancy K. Elwell**

**WHEREAS**, on January 29, 1996, pursuant to notice published as prescribed by statute, the corporate authorities of the Village of Chatham conducted a public hearing regarding an annexation agreement with Scott W. & Nancy K. Elwell, a copy of which is attached hereto;

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

**SECTION 1:** That certain annexation agreement attached hereto by and between the Village of Chatham, Illinois, Scott W. & Nancy K. Elwell, is hereby approved.

**SECTION 2:** The President is directed to execute said agreement 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 January 29, 1996.

Linda Keeter  
VILLAGE PRESIDENT

ATTEST:

Deputy Barbara Beckhaus  
Village Clerk

AYES: 6

NAYS: 0

PASSED: 1-29-96

APPROVED: 1-29-96

ABSENT: 0

ABSTAIN: \_\_\_\_\_

Prepared By/Return To:

RABIN, MYERS & HANKEN, PC  
1300 South Eighth Street  
P.O. Box 1858  
Springfield, Illinois 62705-1858  
Telephone: 217-544-5000

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NSA

SANGAMON COUNTY  
ILLINOIS

96-05796

96 FEB 22 AM 8:40

*Mary Ann Sammel*  
RECORDER

This Space for Recorder

**ANNEXATION AGREEMENT**

THIS AGREEMENT is made by Scott W. & Nancy K. Elwell ("Owners"), and the Village of Chatham, Illinois (the "Village"), an Illinois municipal corporation, all of Sangamon County, Illinois, and is effective this 29 day of January, 1996.

WHEREAS, Scott W. & Nancy K. Elwell are the record of property legally described as follows: **Lot 21 Sugar Creek Estates, together with all public roadways adjacent thereto or contained therein.**

WHEREAS, the Property is located in unincorporated Sangamon County, Illinois, but is not yet contiguous to the corporate limits of the Village;

WHEREAS, Owners wishes to receive Police protection from the Village upon execution of this annexation agreement;

WHEREAS, Owners wishes to receive an Electric rate not to exceed Two cents per kilowatt hour above the Village rate to its customers for the same service;

**THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. Owners have petitioned to annex the Property conditional upon this Agreement and the Property becoming contiguous to the Village; a copy of the petition is attached hereto as Exhibit A.
2. When the Property becomes contiguous to the Village, then 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 within 30 days of the Property becoming contiguous.

3. As provided in Section 11-15.1-2.1 of the Illinois Municipal Code, the Property shall be subject to the ordinances, control and jurisdiction of the Village in all respects the same as property which lies within the Village's corporate limits. Pending annexation, the Village shall provide police protection and ~~water services at the inside Village rate.~~ Electric service will be provided by Rural Electric Convenience Cooperative ("RECC") at a rate not to exceed Two cents per kilowatt hour above the Village's electric rate to its residential customers. Such annexation shall be expressly conditioned and contingent upon RECC granting the special rate. Any ordinance annexing the Property or any part thereof without such rate shall be void unless this Agreement has been amended as hereafter provided.

4. This Agreement shall not be construed as a limitation on the Village's right to adopt or amend ordinances of general applicability, including the 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.

5. 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 herein. This Agreement shall be effective for twenty years from the date of execution.

6. 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.

7. 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.

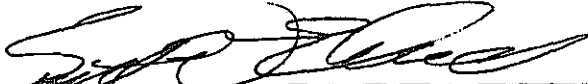
8. The Village shall, at its expense, record this Agreement with the Sangamon County Recorder of Deeds within 30 days of its execution.

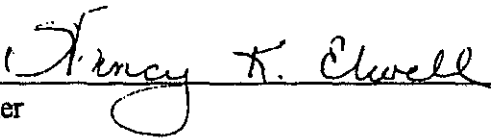
9. If the performance of any covenant to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party, the time for such performance shall be extended by the amount of time of such delay.

10. In the event of litigation brought by any other governmental entity involving questions of jurisdiction over the Property, the Village shall at its expense retain counsel to represent the interests of Owners. The parties anticipate that counsel for the Village and Owners shall be the same person. However, Owners may retain separate counsel at their expense to represent their interests.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 5<sup>th</sup> day of

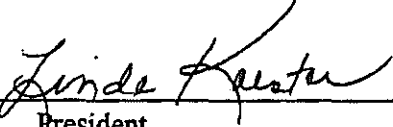
January, 1996.

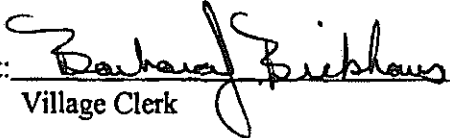
  
\_\_\_\_\_  
Owner

  
\_\_\_\_\_  
Owner

\_\_\_\_\_  
Owner

VILLAGE OF CHATHAM, ILLINOIS

BY:   
\_\_\_\_\_  
President

Attest:   
\_\_\_\_\_  
Deputy Village Clerk



**PETITION FOR ANNEXATION**


Scott W. & Nancy K. Elwell ("Petitioners"), being duly sworn on their oath, hereby petition the Village of Chatham, Sangamon County, Illinois, pursuant to Section 7-1-8 of the Illinois Municipal Code, to annex within its corporate limits certain real estate, the legal description of which is as follows:


**Lot 21, Sugar Creek Estates, together with all public roadways adjacent thereto or contained therein**

and a map of which is attached hereto. Petitioners hereby states as follows:

- a. The above-described territory is not yet contiguous to the Village of Chatham, but will be contiguous at the time of annexation.
- b. The above-described territory is not within the corporate limits of any other municipality.
- c. The Petitioners are the sole Owners of record of the property, and they comprise at least 51% of the electors residing therein.

WHEREFORE, the undersigned Petitioners, hereby request that the above-described real estate together with all public roads, be annexed to the Village of Chatham, Sangamon County, Illinois.

  
\_\_\_\_\_  
Petitioner

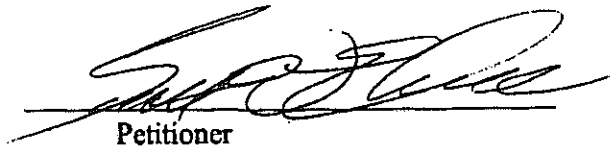
  
\_\_\_\_\_  
Petitioner

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Petitioner

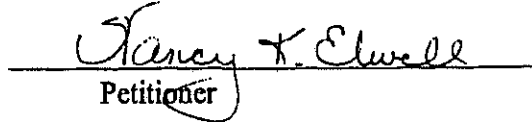
STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF SANGAMON )

**VERIFICATION**

Scott W. & Nancy K. Elwell being duly sworn on oath, depose and state that they have reviewed the foregoing Petition for Annexation, and the statements therein made are true and correct.

  
\_\_\_\_\_

Petitioner

  
\_\_\_\_\_

Petitioner

\_\_\_\_\_  
Petitioner

SUBSCRIBED AND SWORN TO before me

this 5<sup>th</sup> day of January, 1996.

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

