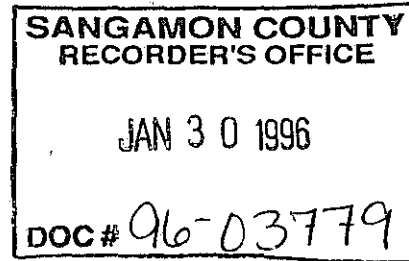


CC



**ORDINANCE NO. 96-17**

**AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT WITH  
Lewis & Allison Fehring**

**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 Lewis & Allison Fehring, 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, Lewis & Allison Fehring, 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 Koester  
VILLAGE PRESIDENT

**ATTEST:**

Deputy Barbara Dickhaus  
Village Clerk

**AYES:** 6

**NAYS:** 0

**PASSED:** 1-29-96

**APPROVED:** 1-29-96

**ABSENT:** 0

**ABSTAIN:** 0

This Space for Recorder

**ANNEXATION AGREEMENT**

THIS AGREEMENT is made by Lewis & Allison Fehring ("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 JAN, 1996.

**WHEREAS**, Lewis & Allison Fehring are the record owners of property legally described in Exhibit A attached hereto;

**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;

**WHEREAS**, Owners wishes to receive the inside Village rate for water;

***NOW, 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 B.

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.

29-21-100-046

Part of the Northwest Quarter of Section 21, Township 14 North, Range 5 West of the Third Principal meridian; described more particularly as follows:

Beginning at an iron pin marking the Northwest Corner of the aforementioned Section 21; thence South 00 degrees 01 minutes 38 seconds East along the West Section Line a distance of 904.59 feet to an iron pipe marking the true point of beginning; thence North 89 degrees 16 minutes 16 seconds East a distance of 564.73 feet to the centerline of Sugar Creek; thence South 20 degrees 03 minutes 27 seconds East along the Centerline of sugar Creek a distance of 423.43 feet thence south 39 degrees 18 minutes 42 seconds East along the Centerline of Sugar Creek a distance of 70.64 feet; thence south 89 degrees 20 minutes 20 seconds West along a line parallel to the South Line of the North One Half of the Southwest Quarter of the Northwest Quarter a distance of 464.04 feet to an iron pin; thence North 00 degrees 01 minutes 38 seconds West along the West Section line a distance of 450.57 feet to the true point of beginning, said tract contains 5.028 acres, more or less, all in the County of Sangamon, State of Illinois.

Part of the Northwest Quarter of Section 21, Township 14 North, Range 5 West of the Third Principal Meridian, described more particularly as follows:

Commencing at an iron pin marking the Northwest corner of the aforementioned Section 21, thence South 00 degrees 01 minutes 38 seconds East along the West Section line a distance of 664.59 feet to an iron pipe marking the true point of beginning, thence North 89 degrees 14 minutes 16 seconds East a distance of 819.07 feet to the centerline of Sugar Creek, thence South 46 degrees 15 minutes 40 seconds West along the centerline of Sugar Creek a distance of 352.03 feet, thence South 89 degrees 14 minutes 16 seconds West a distance of 564.59 feet to an iron pipe, thence North 00 degrees 01 minutes 38 seconds West along the West Section line a distance of 240.00 feet to the true point of beginning.

29-21-100-045

Part of the Northwest Quarter of Section 21, Township 14 North, Range 5 West of the Third Principal meridian; described more particularly as follows:

Beginning at an iron pin marking the Northwest Corner of the aforementioned Section 21, thence South 00 degrees 01 minutes 38 seconds East along the West Section Line a distance of 1355.16 feet to an iron pin marking the true point of beginning, thence North 89 degrees 20 minutes 20 seconds East along a line parallel with the South Line of the North One Half of the southwest Quarter of the Northwest Quarter a distance of 464.04 feet to the centerline of Sugar Creek, thence South 39 degrees 18 minutes 42 seconds East along the Centerline of Sugar Creek a distance of 42.64 feet; thence South 67 degrees 55 minutes 43 seconds East along the centerline of Sugar Creek a distance of 170.57 feet; thence South 18 degrees 52 minutes 52 seconds East along the centerline of Sugar Creek a distance of 107.39 feet; thence South 07 degrees 32 minutes 55 seconds East along the centerline of Sugar Creek a distance of 141.83 feet; thence South 89 degrees 20 minutes 20 seconds West along a line parallel with the South Line of the North One Half of the Southwest Quarter of the Northwest Quarter a distance of 702.35 feet to an iron pin, thence North 00 degrees 01 minutes 38 seconds West along the West Section Line a distance of 342.06 feet to the true point of beginning. Said tract contains 5.028 acres, more or less, all in the county of Sangamon, State of Illinois.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 29 day of

January, 1996.

Kevin C. Fehring Alison J. Terry  
Owner

Alison J. Terry  
Owner

Kevin C. Fehring  
Owner

VILLAGE OF CHATHAM, ILLINOIS

BY: Linda Kester  
President

Attest: Barbara J. Beckhaus  
Deputy Village Clerk

**PETITION FOR ANNEXATION**

Lewis & Allison Fehring ("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 legally described in Exhibit A attached hereto, and a map of which is attached hereto. Petitioners hereby states as follows:

1. The above-described territory is not yet contiguous to the Village of Chatham, but will be contiguous at the time of annexation.
2. The above-described territory is not within the corporate limits of any other municipality.
3. 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.

Lewis C Fehring Allison Fehring  
Petitioner

Allison Fehring  
Petitioner

Lewis C Fehring  
Petitioner



STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF SANGAMON )

**VERIFICATION**

Lewis & Allison Fehring 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.

Lewis C Fehring    Allison F Fehring  
Petitioner  
Allison F Fehring  
Petitioner  
Lewis C Fehring  
Petitioner

SUBSCRIBED AND SWORN TO before me

this 23<sup>rd</sup> day of January, 1996.

Judy L. Yaris  
Notary Public