

ORDINANCE NO. 96-19

**AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT WITH
Hashman Trust #2872**

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 Hashman Trust # 2872, 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, Hashman Trust # 2872, 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 Keester
VILLAGE PRESIDENT

ATTEST:

Deputy Barbara J. Buchhaus
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 Hashman Trust #2872 ("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, Hashman Trust #2872 are the record owners of property legally described as attached as Exhibit A

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 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.

PETITION FOR ANNEXATION

Hashman Trust #2872 ("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 attached hereto as Exhibit A

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.

Henrietta M. Hashman
Petitioner

Donald F. Hashman Esq.
Petitioner

Petitioner

IN WITNESS WHEREOF, the parties have executed this Agreement on this 16th day of

Jan., 1996.

Henrietta M. Hashman
Owner

Ronald L Hashman Sr
Owner

Owner

VILLAGE OF CHATHAM, ILLINOIS

BY: Linda Keester
President

Attest: Barbara Bibbans
Deputy Village Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

VERIFICATION

Hashman Trust #2872 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.

Henrietta M. Hashman
Petitioner

Donald L. Hashman Sr
Petitioner

Petitioner

SUBSCRIBED AND SWORN TO before me

this 10th day of January 1996.

Jill A. Butler
Notary Public

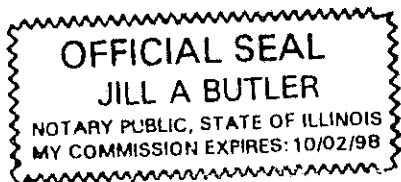


EXHIBIT A

Part of the East three-quarters of the Northwest Quarter of the Southeast Quarter of Section 16, Township 14 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, described as follows: Commencing at a stone at the Southeast corner of said Northwest Quarter, Southeast Quarter, thence North 00 degrees 00 minutes East, 902.31 feet along the East line of said Northwest Quarter, Southeast Quarter to the point of beginning; thence South 90 degrees 00 minutes West, 290.50 feet to an iron pin; thence South 00 degrees 00 minutes West, 167.60 feet to an iron pin; thence South 90 degrees 00 minutes West, 290.5 feet to an iron pin; thence North 00 degrees 00 minutes East, 214.83 feet to an iron pin; thence South 89 degrees 43 minutes 38 seconds West, 136.42 feet to an iron pin; thence North 00 degrees 03 minutes West, 200.00 feet to an iron pin; thence North 89 degrees 43 minutes 38 seconds East, 427.10 feet to an iron pin; thence South 00 degrees 00 minutes West 198.66 feet to an iron pin; thence North 90 degrees 00 minutes East, 290.50 feet to the East line of said Northwest Quarter, Southeast Quarter; thence South 00 degrees 00 minutes West, 50.00 feet to the point of beginning.

Also:

The East 3/4 of the Northwest Quarter of the Southeast Quarter of Section 16, Township 14 North, Range 5 West of the Third Principal Meridian, described more particularly as follows:

Beginning at a stone at the Southeast corner of the Northwest Quarter of the Southeast Quarter of said section thence North on the Quarter Quarter Section line 1152.31 feet; thence West at right angles 1007.19 feet to the West line of said East 3/4; thence South on the aforesaid West line 1140.74 feet to the Quarter Quarter Section line; thence East 1007.10 feet to the point of beginning, excepting therefrom, that part of the Northwest Quarter of the Southeast Quarter of Section 16, Township 14 North, Range 5 West of the Third Principal Meridian, described as following tracts:

Tract I:

Beginning at the stone at the Southeast corner of the Northwest Quarter of the Southeast Quarter of said Section; thence North on Quarter Quarter Section line 752.31 feet to the point of beginning; thence West at right angles 290.50 feet; thence North at right angles 150.00 feet; then East at right angles 290.50 feet; thence South at right angles 150.00 feet to the point of beginning.

Tract II:

Beginning at a stone at the Southeast corner of said Northwest Quarter, Southeast Quarter, Section 16, thence North on the East line of said Northwest Quarter, Southeast Quarter, 602.31 feet to a set pin marking the point of beginning; thence West at right angles 290.50 feet to a set pin; thence North at right angles 150.00 feet

to a found pipe; thence East at right angles 290.50 feet to a found pipe on the East line of said Northwest Quarter, Southeast Quarter; thence South at right angles 150.00 feet to the point of beginning.

Tract III:

Beginning at a stone at the Southeast corner of said Northwest Quarter Southeast Quarter Section 16; thence North on the East line of the Northwest Quarter Southeast Quarter, 452.31 feet to a set pin marking the point of beginning; thence West at right angles 290.50 feet to a set pin; thence North at right angles 150.00 feet to a found pin; thence East at right angles 290.50 feet to a found pin on the East line of said Northwest Quarter Southeast Quarter; thence South at right angles 150.00 feet to the point of beginning.

Also:

Part of the East three-quarters of the Northwest Quarter of the Southeast Quarter of Section 16, Township 14 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, described as follows:

Commencing at an iron pin marking the Southwest corner of said Northwest Quarter, Southeast Quarter, thence Easterly 484.0 feet along the South line of said Northwest Quarter, Southeast Quarter, to an iron pin lying 150.0 feet East of the West line of the East 3/4 of said Northwest Quarter, Southeast Quarter, said pin being the point of beginning; thence Northerly and parallel with said West line of said East 3/4, Northwest Quarter, Southeast Quarter 290.5 feet to an iron pin; thence Westerly 150.0 to an iron pin; thence Northerly along said West line of said East 3/4, Northwest Quarter, Southeast Quarter 173.2 feet to an iron pin; thence Easterly 376.48 feet to an iron pin; thence Northerly and parallel with said West line of said East 3/4, Northwest Quarter, Southeast Quarter, 150 feet to an iron pin; thence Westerly 376.48 feet to an iron pin; thence Northerly along said West line of said East 3/4, Northwest Quarter Southeast Quarter 86.9 feet; thence Easterly 376.48 feet; thence Southerly and parallel with the West line of said East 3/4, Northwest Quarter Southeast Quarter 700.5 feet to the South line of said Northwest Quarter Southeast Quarter; thence Westerly 226.48 feet along the South line of said Northwest Quarter, Southeast Quarter to the point of beginning.