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SANGAMON COUNTY
ILLINOIS

96-15884

96 APR 23 PM 4: 39

Mary Ann Samuel
RECORDER

ORDINANCE NO. 96-65

AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT WITH
Terrence J. & Barbara A. Moore

WHEREAS, on March 21, 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 Terrence J. & Barbara A. Moore, 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, Terrence J. & Barbara A. Moore, 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 March 21, 1996.

Robert A. Krueger
VILLAGE PRESIDENT *no-ten*

ATTEST:

Barbara J. Biedhans
Village Clerk

AYES: 4

NAYS: 0

ABSENT: 2

PASSED: 3-21-96

APPROVED: 3-21-96

This Space for Recorder

ANNEXATION AGREEMENT

THIS AGREEMENT is Terrence J. and Barbara A. Moore ("Owners"), and the Village of Chatham, Illinois (the "Village"), an Illinois municipal corporation, all of Sangamon County, Illinois, and is effective this 21 day of March, 1996.

WHEREAS, Terrence J. and Barbara A. Moore the record Owners of property legally described as follows:

Parcel 1: Part of the Northeast Quarter of the Northeast Quarter of Section 16, Township 14 North, Range 5 West of the Third Principal Meridian, described more particularly as follows: Commencing at the Northwest corner of said Quarter Quarter Section and running thence North 88 degrees 25 minutes 40 seconds East 176.36 feet along the North line of said Quarter Quarter Section, being the point of beginning; thence South 1 degree 04 minutes 22 seconds East 252.83 feet; thence North 88 degrees 25 minutes 40 seconds East 239.43 feet; thence Northeasterly to the right along a curve with a chord distance of 46.65 feet and a radius of 92.74 feet to a set iron pin; thence North 20 degrees 27 minutes 17 seconds East 55.97 feet to a set iron pin; thence Northwesterly to the left along a curve with a chord distance of 47.12 feet and a radius of 63.05 feet to a set iron pin; thence North 22 degrees 08 minutes 06 seconds West 114.45 feet to a pin; thence South 88 degrees 25 minutes 40 seconds West to the place of beginning.

Parcel II: Part of the Northeast Quarter of the Northeast Quarter of Section 16, Township 14 North, Range 5 West of the Third Principal Meridian, Sangamon, County, Illinois, more particularly as follows: Commencing at the Northwest corner of said Northeast Quarter and running thence North 88 degrees 25 minutes 40 seconds East, 176.36 feet along the North line of said Northeast Quarter to an iron pin; thence South 1 degree 04 minutes 22 seconds East, 252.83 feet to an iron pin; thence North 88 degrees 25 minutes 40 seconds East, 55.47 feet to an iron pin being the Point of Beginning, thence North 88 degrees 25 minutes 40 seconds East, 183.96 feet to the West line of a 66 foot ingress and egress strip of land; thence along the Westerly easement line thru a curve to the left with a radius of 90.11 feet whose long chord bears South 19 degrees 44 minutes 7 seconds East, 31.87 feet to an iron pin; thence South 29 degrees 54 minutes 20 seconds East 34.03 feet along the Westerly easement line to an iron pin; thence South 88 degrees 23 minutes 10 seconds West, 210.27 feet to an iron pin; thence North 1 degree 4 minutes 14 seconds West, 50 feet to the point of beginning, having a tax identification number of 29-16-200-034.

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

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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.

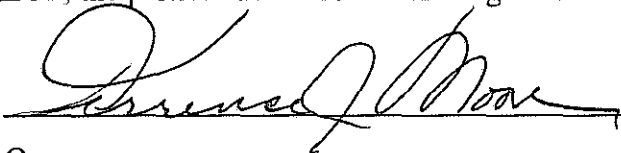
7. The Village shall enact such ordinances, execute such documents, and issue such permits and certificates as shall be required by this Agreement and any ordinance adopting it.

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.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 21 day of March, 1996.




Owner




Owner

Owner

VILLAGE OF CHATHAM, ILLINOIS

BY: 

President *pro-tem*

Attest: 

Village Clerk *Deputy*

PETITION FOR ANNEXATION

Terrence J. and Barbara A. Moore ("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:

Parcel 1: Part of the Northeast Quarter of the Northeast Quarter of Section 16, Township 14 North, Range 5 West of the Third Principal Meridian, described more particularly as follows: Commencing at the Northwest corner of said Quarter Section and running thence North 88 degrees 25 minutes 40 seconds East 176.36 feet along the North line of said Quarter Section, being the point of beginning; thence South 1 degree 04 minutes 22 seconds East 252.83 feet; thence North 88 degrees 25 minutes 40 seconds East 239.43 feet; thence Northeasterly to the right along a curve with a chord distance of 46.65 feet and a radius of 92.74 feet to a set iron pin; thence North 20 degrees 27 minutes 17 seconds East 55.97 feet to a set iron pin; thence Northwesterly to the left along a curve with a chord distance of 47.12 feet and a radius of 63.05 feet to a set iron pin; thence North 22 degrees 08 minutes 06 seconds West 114.45 feet to a pin; thence South 88 degrees 25 minutes 40 seconds West to the place of beginning.

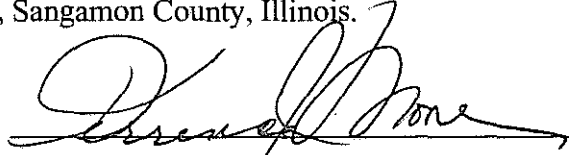
Parcel II: Part of the Northeast Quarter of the Northeast Quarter of Section 16, Township 14 North, Range 5 West of the Third Principal Meridian, Sangamon, County, Illinois, more particularly as follows: Commencing at the Northwest corner of said Northeast Quarter and running thence North 88 degrees 25 minutes 40 seconds East, 176.36 feet along the North line of said Northeast Quarter to an iron pin; thence South 1 degree 04 minutes 22 seconds East, 252.83 feet to an iron pin; thence North 88 degrees 25 minutes 40 seconds East, 55.47 feet to an iron pin being the Point of Beginning, thence North 88 degrees 25 minutes 40 seconds East, 183.96 feet to the West line of a 66 foot ingress and egress strip of land; thence along the Westerly easement line thru a curve to the left with a radius of 90.11 feet whose long chord bears South 19 degrees 44 minutes 7 seconds East, 31.87 feet to an iron pin; thence South 29 degrees 54 minutes 20 seconds East 34.03 feet along the Westerly easement line to an iron pin; thence South 88 degrees 23 minutes 10 seconds West, 210.27 feet to an iron pin; thence North 1 degree 4 minutes 14 seconds West, 50 feet to the point of beginning, having a tax identification number of 29-16-200-034

Petitioner hereby states as follows:

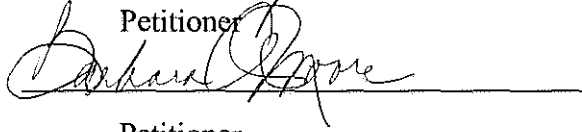
- a. The above-described territory is not yet contiguous to the Village of Chatham, but will be contiguous at the time of annexation.
- b. The above-described territory is not within the corporate limits of any other municipality.
- c. The Petitioner is the sole Owner of record of the property, and [He/She] comprise at least 51% of the electors residing therein.

WHEREFORE, the undersigned Petitioner, hereby request that the above-described real

estate be annexed to the Village of Chatham, Sangamon County, Illinois.



Petitioner



Petitioner

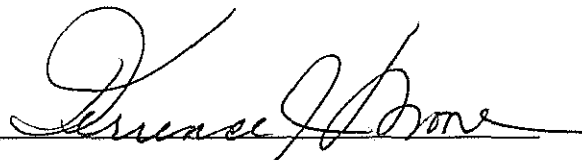
Petitioner

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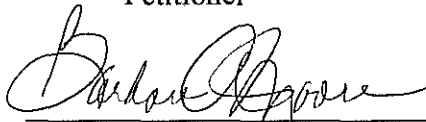
STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

VERIFICATION

Terrence J. and Barbara A. Moore being duly sworn on oath, depose and state that they are have reviewed the foregoing Petition for Annexation, and the statements therein made are true and correct.



Petitioner

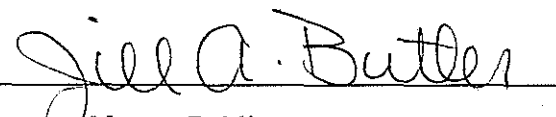


Petitioner

Petitioner

SUBSCRIBED AND SWORN TO before me

this 29th day of February 1996.

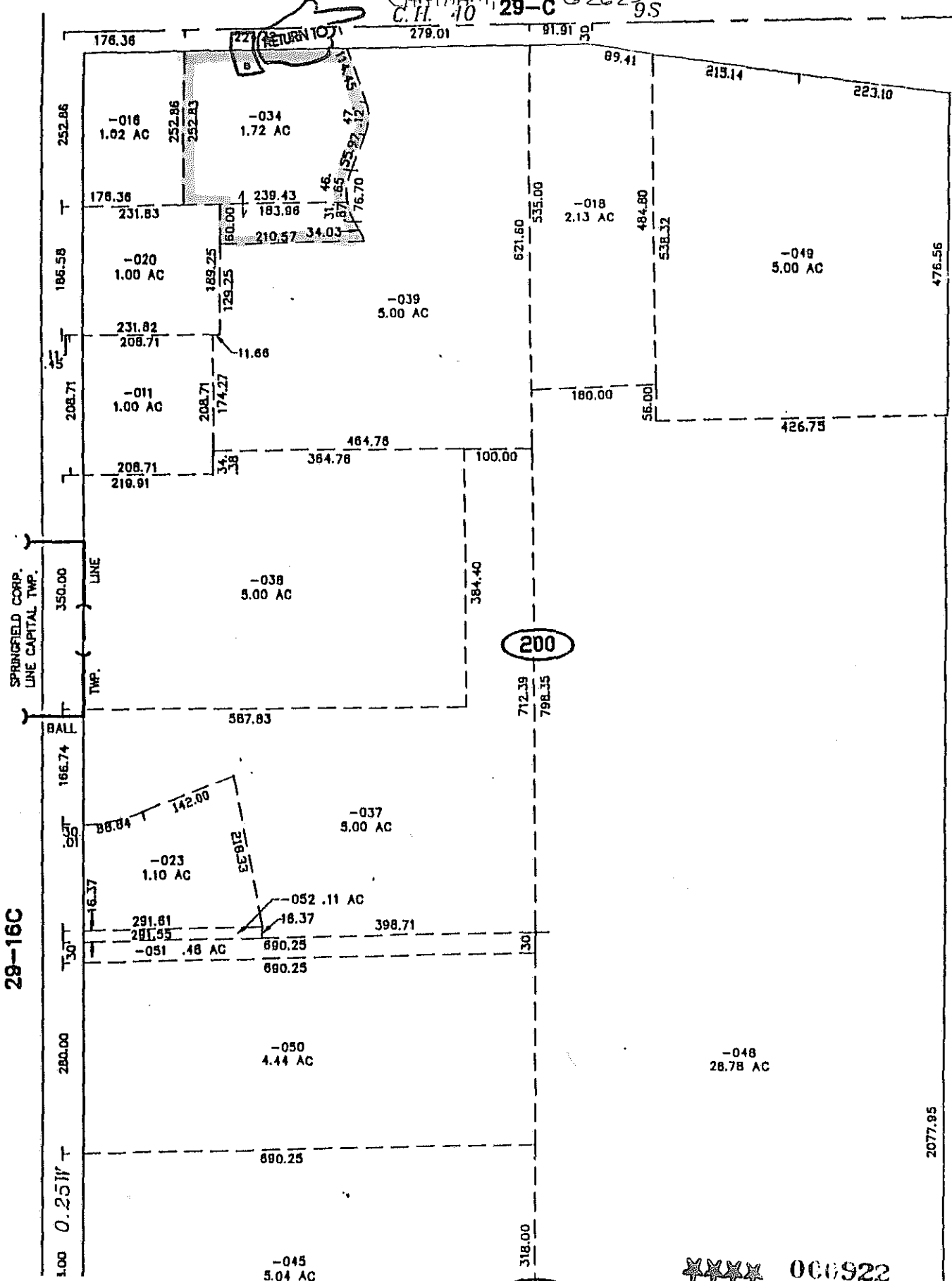


Notary Public



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ATTN: DEL McCORD
 VILLAGE OF CHATHAM
 116 E. MULBERRY
 CHATHAM, MA 01729
 C.H. 10 29-C 62629 9.5



29-16C

I-55 SERVICE ROAD

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