

91
1996

SANGAMON COUNTY
ILLINOIS

96-15867

95 APR 23 PM 4:38

Mary Ann Samuel
RECORDER

ORDINANCE NO. 96-80

AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT WITH
MILDRED L. HUDDLESTON

WHEREAS, on April 18, 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 Mildred L. Huddleston 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 and Mildred L. Huddleston 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 18 day of April, 1996.

Linda Kester
VILLAGE PRESIDENT

ATTEST:

Barbara J. Bickhaus
Deputy Village Clerk

AYES: 5
NAYS: 0
ABSENT: 1

PASSED: 4-18-96
APPROVED: 4-18-96

This Space for Recorder

ANNEXATION AGREEMENT

THIS AGREEMENT is made by Mildred L. Huddleston, Living Trust ("Owner"), and the Village of Chatham, Illinois (the "Village"), an Illinois municipal corporation, all of Sangamon County, Illinois, and is effective this 18 day of April, 1996.

WHEREAS, Mildred L. Huddleston, Living Trust is the record Owner of property legally described as follows: Part of the Southwest quarter of Section 21, Township 14 North, Range 5 West, of the Third Principal Meridian; described more particularly as follows: Commencing at a stone marking the Southwest corner of the aforementioned Section 21, thence North along the section line a distance of 927.96 feet to an iron pin marking the true point of beginning, thence North along the Section line a distance of 1382.0 feet to the center line of Panther Creek, thence Easterly and Northerly along the center line of Panther Creek to its junction with the center line of Sugar Creek, thence Southerly along the center line of Sugar Creek to a point 375.0 feet West of a stone marking the Northeast corner of Lot 2 of the estate of Samuel O'Neal deceased, as shown by the plat recorded in the office of the Circuit Clerk of Sangamon County, Illinois, in Chancery Record "Y" page 622, thence East a distance of 212.0 feet to an iron pin, thence South a distance of 1168.2 feet to an iron pin, thence West a distance of 777.0 feet to the center line of Sugar Creek, thence Northerly and Easterly along the center line of Sugar Creek to a point 606.0 feet North 89 degrees 45 minutes East of the true point of beginning, thence South 89 degrees 45 minutes West a distance of 606.0 feet to the true point of beginning AND ALSO Sugar Creek Lane as is heretofore dedicated as a public roadway extending from the township road of Section 20 Northerly and Easterly to Sugar Creek Estates; together with the following described tract: Commencing at the Southeast corner of Section 20, Township 14 North, Range 5 West of the Third Principal Meridian, thence West along the South line of Section 20, 131.43 feet to the point of beginning, thence North 952.63 feet, thence West 5 feet, thence South 952.63 feet to the section line, thence East 5 feet to the point of beginning; EXCEPTING all lands and easements conveyed by deeds since the filing of the Plat of Sugar Creek Estates on the 4th day of October, 1974, AND ALSO EXCEPTING all those lands existing between Panther Creek and Sugar Creek lying North of the North line of Sugar Creek Estates

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

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

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WHEREAS, Owner 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;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Owner has 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. 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 18 day of April, 1996.

Michael Huddleston

Owner

Craig Huddleston

Owner

Carole Woodward

Owner

VILLAGE OF CHATHAM, ILLINOIS

BY: Lois Kester

President

Attest: Barbara Bickhaus

Village Clerk Deputy

PETITION FOR ANNEXATION

Mildred L. Huddleston, Living Trust ("Petitioner"), being duly sworn on her 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:

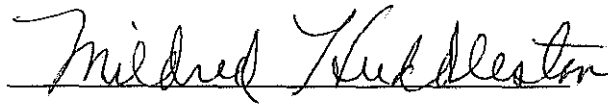
Part of the Southwest quarter of Section 21, Township 14 North, Range 5 West, of the Third Principal Meridian; described more particularly as follows: Commencing at a stone marking the Southwest corner of the aforementioned Section 21, thence North along the section line a distance of 927.96 feet to an iron pin marking the true point of beginning, thence North along the Section line a distance of 1382.0 feet to the center line of Panther Creek, thence Easterly and Northerly along the center line of Panther Creek to its junction with the center line of Sugar Creek, thence Southerly along the center line of Sugar Creek to a point 375.0 feet West of a stone marking the Northeast corner of Lot 2 of the estate of Samuel O'Neal deceased, as shown by the plat recorded in the office of the Circuit Clerk of Sangamon County, Illinois, in Chancery Record "Y" page 622, thence East a distance of 212.0 feet to an iron pin, thence South a distance of 1168.2 feet to an iron pin, thence West a distance of 777.0 feet to the center line of Sugar Creek, thence Northerly and Easterly along the center line of Sugar Creek to a point 606.0 feet North 89 degrees 45 minutes East of the true point of beginning, thence South 89 degrees 45 minutes West a distance of 606.0 feet to the true point of beginning AND ALSO Sugar Creek Lane as is heretofore dedicated as a public roadway extending from the township road of Section 20 Northerly and Easterly to Sugar Creek Estates; together with the following described tract: Commencing at the Southeast corner of Section 20, Township 14 North, Range 5 West of the Third Principal Meridian, thence West along the South line of Section 20, 131.43 feet to the point of beginning, thence North 952.63 feet, thence West 5 feet, thence South 952.63 feet to the section line, thence East 5 feet to the point of beginning; EXCEPTING all lands and easements conveyed by deeds since the filing of the Plat of Sugar Creek Estates on the 4th day of October, 1974, AND ALSO EXCEPTING all those lands existing between Panther Creek and Sugar Creek lying North of the North line of Sugar Creek Estates, and a map of which is attached hereto.

Petitioner hereby states as follows:

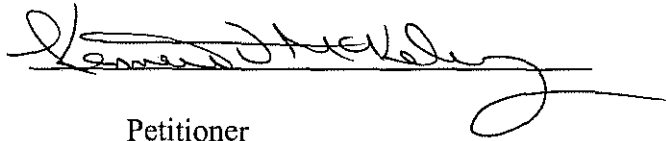
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- a. The above-described territory is not yet contiguous to the Village of Chatham, but will be contiguous at the time of annexation.
- b. The above-described territory is not within the corporate limits of any other municipality.
- c. The Petitioner is the sole Owner of record of the property, and they 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

STATE OF ILLINOIS)

) SS.

COUNTY OF SANGAMON)

VERIFICATION

Mildred L. Huddleston, Living Trust being duly sworn on oath, depose and state that she have reviewed the foregoing Petition for Annexation, and the statements therein made are true and correct.

Mildred Huddleston
Petitioner

[Signature]
Petitioner

Petitioner

SUBSCRIBED AND SWORN TO before me

this 9th day of April, 1996.

Jill A. Butler
Notary Public



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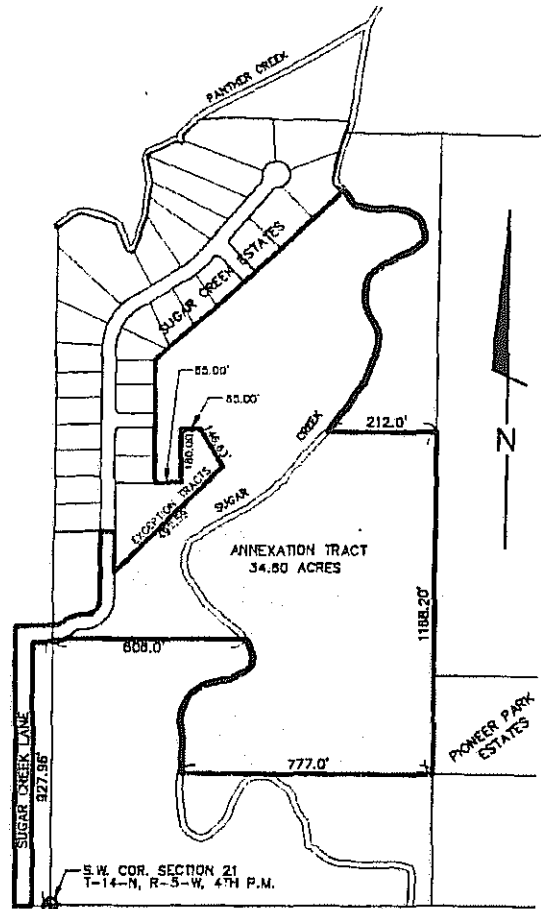
DESCRIPTION OF ANNEXATION

Part of the Southwest quarter of Section 21, Township 14 North, Range 5 West, of the Third Principal Meridian; described more particularly as follows: Commencing at a stone marking the Southwest corner of the aforementioned Section 21, thence North along the section line a distance of 927.96 feet to an iron pin marking the true point of beginning, thence North along the Section line a distance of 1382.0 feet to the center line of Panther Creek, thence Easterly and Northerly along the center line of Panther Creek to its junction with the center line of Sugar Creek, thence Southerly along the center line of Sugar Creek to a point 375.0 feet West of a stone marking the Northeast corner of Lot 2 of the estate of Samuel O'Neal deceased, as shown by the plat recorded in the office of the Circuit Clerk of Sangamon County, Illinois, in Chancery Record "Y" page 622, thence East a distance of 212.0 feet to an iron pin, thence South a distance of 1168.2 feet to an iron pin, thence West a distance of 777.0 feet to the center line of Sugar Creek, thence Northerly and Easterly along the center line of Sugar Creek to a point 606.0 feet North 89 degrees 45 minutes East of the true point of beginning, thence South 89 degrees 45 minutes West a distance of 606.0 feet to the true point of beginning AND ALSO Sugar Creek Lane as is heretofore dedicated as a public roadway extending from the township road of Section 20 Northerly and Easterly to Sugar Creek Estates; together with the following described tract: Commencing at the Southeast corner of Section 20, Township 14 North, Range 5 West of the Third Principal Meridian, thence West along the South line of Section 20, 131.43 feet to the point of beginning, thence North 952.63 feet, thence West 5 feet, thence South 952.63 feet to the section line, thence East 5 feet to the point of beginning; EXCEPTING all lands and easements conveyed by deeds since the filing of the Plat of Sugar Creek Estates on the 4th day of October, 1974, AND ALSO EXCEPTING all those lands existing between Panther Creek and Sugar Creek lying North of the North line of Sugar Creek Estates

Situated in Ball Township, Sangamon County, Illinois

Given under my hand and seal this 12th day of February, 1996

Marc J. Anderson
 Marc J. Anderson
 Illinois Professional Land Surveyor No. 2600



Owner:
 The Mildred L. Huddleston
 Living Trust



RAPPS ENGINEERING & APPLIED SCIENCE C:\FILES\1100-3\PLAT-10

RAPPS

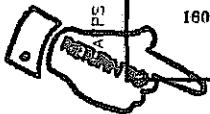
ENGINEERING & APPLIED SCIENCE

821 S. DURKIN DR. • SPRINGFIELD, IL 62704 • (217) 787-2118
 1601 BROADWAY • MT. VERNON, IL 62864 • (618) 244-2611

PLAT OF ANNEXATION

VILLAGE OF CHATHAM
 CHATHAM, ILLINOIS

PART OF THE S.W. 1/4 OF SECTION 21
 T-14-N, R-5-W, 3RD P.M.



ATTN: DELTA CARD
 VILLAGE OF CHATHAM
 116 E. MULBERRY
 CHATHAM, IL 62629

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