

Ordinance No. 97-11

**AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT WITH
PEGGY U. LUCAS, KIMBERLY D. LUCAS-SWENSON, SCOTT D. LUCAS III
AND RANDALL H. LUCAS**

WHEREAS, the Village of Chatham has negotiated an annexation agreement with Peggy U. Lucas, Kimberly D. Lucas-Swenson, Scott D. Lucas III and Randall H. Lucas, pertaining to their property located north of Chatham, a copy of which agreement is attached hereto;

WHEREAS, on March 20, 1997, pursuant to notice published as prescribed by statute, the corporate authorities conducted a public hearing regarding the proposed annexation agreement;

WHEREAS, on March 20, 1997, the Planning Commission met pursuant to notice published as prescribed by statute, conducted a public hearing to consider the zoning contemplated by the annexation agreement, and recommended approval of zoning the Woods property to B-2 set forth in the Agreement;

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

SECTION 1: The annexation agreement attached hereto by and between the Village of Chatham, Illinois and Peggy U. Lucas, Kimberly D. Lucas-Swenson, Scott W. Lucas III and Randall H. Lucas, is hereby approved.

SECTION 2: The President is directed to execute said agreement as amended 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 22nd day of April, 1997.

Linda Kosta
VILLAGE PRESIDENT

Attest: [Signature]
Village Clerk

AYES: 6

NAYS: 0

PASSED: 4/22/97

APPROVED: 4/22/97

ABSENT: 0

ANNEXATION AGREEMENT

THIS AGREEMENT, made and executed by and between

PEGGY U. LUCAS, KIMBERLY D. LUCAS-SWENSON, SCOTT W. LUCAS, III and RANDALL H. LUCAS (hereinafter collectively referred to as "Owner") and the VILLAGE OF CHATHAM, an Illinois municipal corporation, (hereinafter referred to as "Chatham" or the "Village"), all of Sangamon County, Illinois, effective this 22nd day of April, 1997.

RECITALS

WHEREAS, Owner is the record owner of and intends to develop, the real estate legally described as follows (the "Real Estate"):

(See attached Exhibit "A")

WHEREAS, the Owner and Chatham desire to enter into the provisions of this Annexation Agreement pursuant to the statutes and authority of the State of Illinois and the ordinances of Chatham to foster and assure the consistent and orderly development of the Real Estate and adjacent property;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants expressed herein, the parties agree as follows:

1. Owner has petitioned to annex the Real Estate described in Exhibit "A" conditional upon this Agreement

2. If the petition for annexation complies with the ordinances of Chatham and the Illinois Municipal Code, then the annexation petition as filed shall be recommended and approved by the appropriate administrative and legislative bodies of Chatham, and an annexation ordinance in the form approved by counsel for Chatham shall be enacted by the president and board of trustees of Chatham within thirty (30) days of execution of this Agreement.

3. Such annexation shall be expressly conditioned and contingent upon the simultaneous classification of the Real Estate into the B-2 zoning classification under the 1994 Zoning Ordinance of Chatham. No further covenants and restrictions are required by the Village of Chatham with respect to the property described in Exhibit "A" pursuant to this Annexation Agreement.

4. Owner shall not be prohibited, by virtue of the existence of a zoning classification enacted pursuant to this Agreement, from later seeking rezoning of any property subject to this Agreement, provided Owner shall comply with all applicable ordinances and statutes.

5. The 1994 Subdivision Ordinance and the 1994 Zoning Ordinance shall govern all subdivision plats proposed or adopted pursuant to this Agreement and all zoning issues with respect to the Real Estate, respectively.

6. As part of the consideration for this Agreement, the Village will provide the following with respect to the property described in Exhibit "A":

A. A six inch water main will be constructed to provide water service to the property at its west edge or at such other point as the parties may agree. The cost of bringing the water main to the property boundary line shall be paid entirely by the Village.

B. The Village will run a three phase electrical service to the north end of the property or such other point as the parties may agree and shall pay 100% of the cost of bringing said electrical service to the property line of the property described in Exhibit "A" except that the parties shall each pay 50% of the cost of providing an electrical transformer or transformers to regulate said service to the property described in Exhibit "A".

7. As part of the consideration for this Agreement, the Owner agrees to provide the following:

A. The Owner shall provide gravity sewer service to the property from a connection with the Springfield Sanitary District trunk sewer line east of the property. 100% of the costs shall be paid by the Owner and other parties listed on Exhibit "B" attached hereto in the amounts and proportions set forth in said Exhibit "B". In the event that the Springfield Sanitary District shall allow other parties to tap onto the line paid for the parties listed in Exhibit "B", then the

Springfield Sanitary District at its sole discretion shall determine what, if any, amount the parties listed in Exhibit "B" shall be reimbursed in connection with the issuance of such future tap-on permits. The Village of Chatham shall have no obligation to reimburse any of the parties listed in Exhibit "B" for the cost of construction of the sewer line nor any duty to see that future parties using said sewer line reimburse the parties listed in Exhibit "B" for any costs incurred in connection with the extension and construction of said sewer line.

B. The Owner agrees to obtain an access permit or permits to Route 4 from the Illinois Department of Transportation. If the Owner is unable to obtain said permit(s) within one hundred eighty (180) days from the date that this Agreement is approved by both parties, this Agreement shall, at the option of the Owner, become null and void upon written notice to the Village within said one hundred eighty (180) day period.

8. Upon a breach of this Agreement by any party, the breaching party shall have thirty (30) days after receipt of written notice from the other party to cure any breach. The sole remedies for breach of this agreement shall be an action for specific performance, rescission or disconnection to be brought in the Circuit Court of the Seventh Judicial Circuit, Sangamon County, Illinois. In no event shall either party be liable to the other for damages, except that the prevailing party in any litigation

under this agreement shall be entitled to reimbursement for its reasonable attorney's fees and costs in connection with the preparation and prosecution of any lawsuit brought to enforce this Agreement.

9. In the event of a material breach of this Agreement, the parties agree that the party alleged to be in breach shall have thirty (30) days after receipt of written notice of said breach to correct the breach prior to the non-breaching party's seeking of any remedy provided for herein (provided, however, that said thirty (30) day period shall be tolled if the defaulting party has initiated the cure of said default and is diligently proceeding to cure the same).

10. The failure of the parties to insist upon the strict and prompt performance of the terms, covenants, agreement and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

11. 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 (which circumstances may include acts of God, war, acts of civil disobedience, strikes or similar acts), the time for such performance shall be extended by the amount of time of such delay.

12. This Agreement shall be binding upon the parties and their respective successors and assigns for twenty (20) years, commencing as of the date hereof, and for such further term as may hereinafter be authorized by statute and by Chatham village ordinance.

13. Amendment. This Agreement and the exhibits attached hereto may be amended only by the mutual consent of the parties, by adoption of an ordinance by Chatham approving said amendment as provided by law, and by the execution of said amendment by the parties or their successors in interest.

14. Severability. If any provision, covenant, agreement or portion of this Agreement or its application to any persons, entity or property is held invalid, such invalidity shall not affect the portions of this Agreement and, to that end, all provisions, covenants, agreement and portions of this agreement are declared to be severable. If for any reason, the annexation or zoning of the Real Estate is ruled invalid in whole or in part, the corporate authorities, as soon as possible, shall take such actions (including the holding of such public hearings and the adoption of such ordinances and resolutions) as may be necessary to give effect to the spirit and intent of this Agreement and the objectives of the parties, as disclosed by this Agreement.

15. Entire Agreement. This Agreement sets forth all agreements, understandings and covenants between Chatham and the Owner. This Agreement supersedes all prior agreements,

negotiations and understandings, written and oral, and is a full integration of the entire agreement of the parties.

16. Survival. The provisions contained herein shall survive the annexation of the Real Estate and shall not be merged or expunged by the annexation of the Real Estate to Chatham.

17. Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, successors of the Owner and their respective successors, grantees, lessees and assigns, and upon successor corporate authorities of Chatham and successor municipalities, and shall constitute a covenant running with the land.

18. Notices. Any notice required or permitted by the provisions of this Agreement shall be in writing and sent by certified mail, return receipt requested, or personally delivered to the parties at the following addresses, or at such other addresses as the parties may, by notice, designate:

If to Chatham:

Current Village Administrator
with a copy to Current Village Attorney

If to Owner:

Randall H. Lucas
208 Bristol Road
Chatham, IL 62629

Notices shall be deemed given on the fifth (5th) business day following deposit in the U.S. Mail, if given by certified mail as aforesaid, and upon receipt, if personally delivered.

19. Time of Essence. Time is of the essence of this Agreement and of each and every provision hereof.

20. Municipal Approval. Wherever any approval or consent of Chatham or of any of its departments, officials or employees is called for under this Agreement, the same shall not be unreasonably withheld or delayed.

21. Recording. Owner shall, at their expense, record this document with the Sangamon County Recorder within thirty (30) days of its execution.

22. Term. This Agreement shall be binding upon the parties and their respective successors and assigns for a period of twenty (20) years commencing as of the date of the execution hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written and by so executing, each of the parties warrants that it possesses full right and authority to enter into this Agreement.

VILLAGE OF CHATHAM, an Illinois
municipal corporation,

By: *Linda Kuster*
Village President

ATTEST:

By: *Robert Kuster*
Village Clerk

Peggy D. Lucas
PEGGY D. LUCAS

Kimberly D. Lucas
KIMBERLY D. LUCAS

Scott W. Lucas III
SCOTT W. LUCAS, III

Randall H. Lucas
RANDALL H. LUCAS

Document Prepared by:

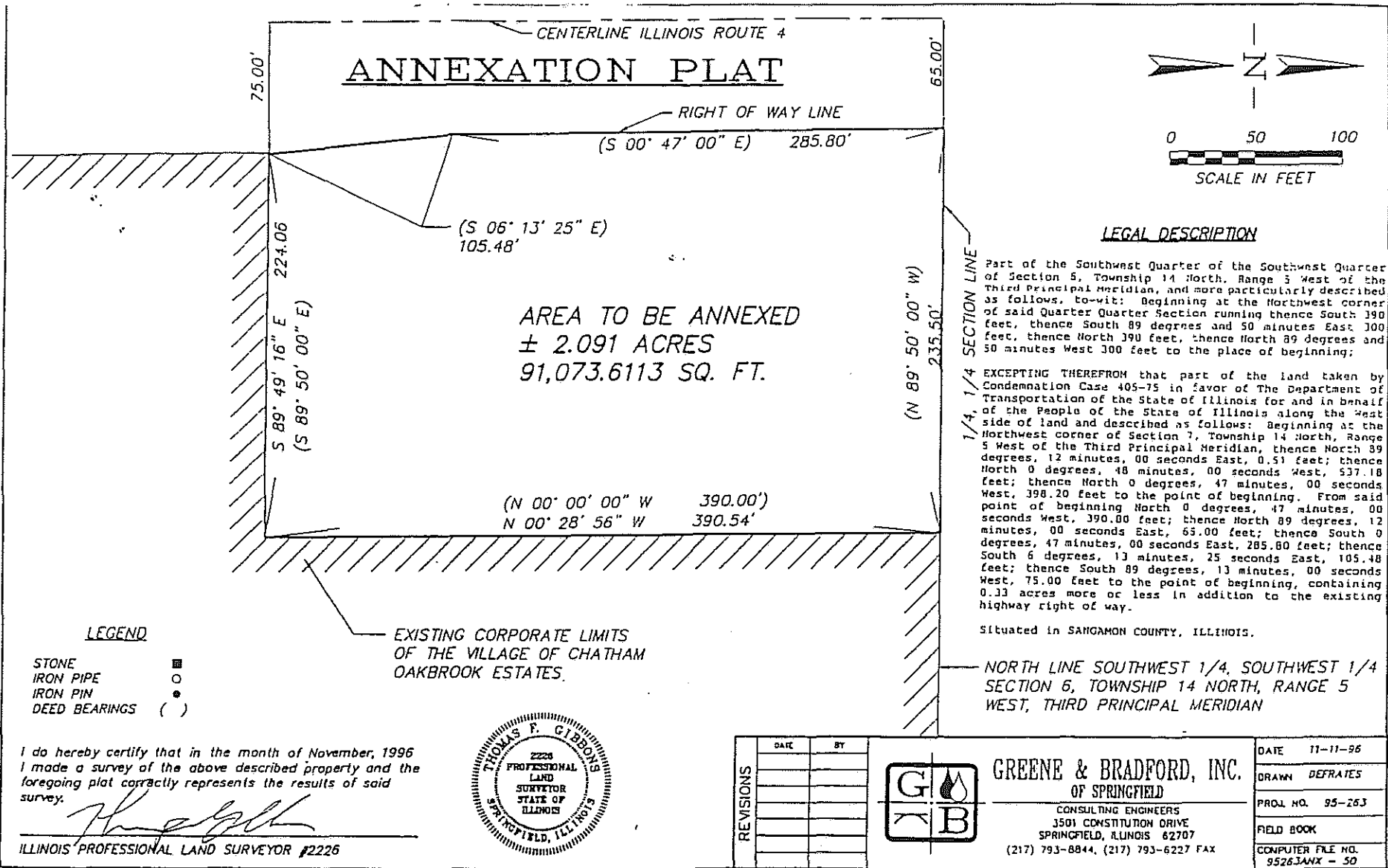
James D. Kelly
PRESNEY, KELLY & PRESNEY
726 South Second Street
Springfield, Illinois 62704
(217) 525-0016

Legal Description

Part of the Southwest Quarter of the Southwest Quarter of Section 6, Township 14 North, Range 5 West of the Third Principal Meridian, and more particularly described as follows, to-wit: Beginning at the Northwest corner of said Quarter Quarter Section running thence South 390 feet, thence South 89 degrees and 50 minutes East 300 feet, thence North 390 feet, thence North 89 degrees and 50 minutes West 300 feet to the place of beginning;

EXCEPTING THEREFROM that part of the land taken by Condemnation Case 405-75 in favor of The Department of Transportation of the State of Illinois for and in behalf of the People of the State of Illinois along the West side of land and described as follows: Beginning at the Northwest corner of Section 7, Township 14 North, Range 5 West of the Third Principal Meridian, thence North 89 degrees, 12 minutes, 00 seconds East, 0.51 feet; thence North 0 degrees, 48 minutes, 00 seconds West, 537.18 feet; thence North 0 degrees, 47 minutes, 00 seconds West, 398.20 feet to the point of beginning. From said point of beginning North 0 degrees, 47 minutes, 00 seconds West, 390.80 feet; thence North 89 degrees, 12 minutes, 00 seconds East, 65.00 feet; thence South 0 degrees, 47 minutes, 00 seconds East, 285.80 feet; thence South 6 degrees, 13 minutes, 25 seconds East, 105.48 feet; thence South 89 degrees, 13 minutes, 00 seconds West, 75.00 feet to the point of beginning, containing 0.33 acres more or less in addition to the existing highway right of way.

Situated in SANGAMON COUNTY, ILLINOIS.



I do hereby certify that in the month of November, 1996 I made a survey of the above described property and the foregoing plat correctly represents the results of said survey.

Thomas F. Gibbons

ILLINOIS PROFESSIONAL LAND SURVEYOR #2226



REVISIONS	DATE	BY



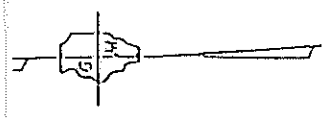
GREENE & BRADFORD, INC.
OF SPRINGFIELD

CONSULTING ENGINEERS
3501 CONSTITUTION DRIVE
SPRINGFIELD, ILLINOIS 62707
(217) 793-8844, (217) 793-6227 FAX

DATE	11-11-96
DRAWN	DEFRATES
PROJ. NO.	95-263
FIELD BOOK	
COMPUTER FILE NO.	9526JANX - 50

7.88 acres, more or less,
y of Sangamon, State of

is South 89° 09' 42" East
r, Quarter Section Line.

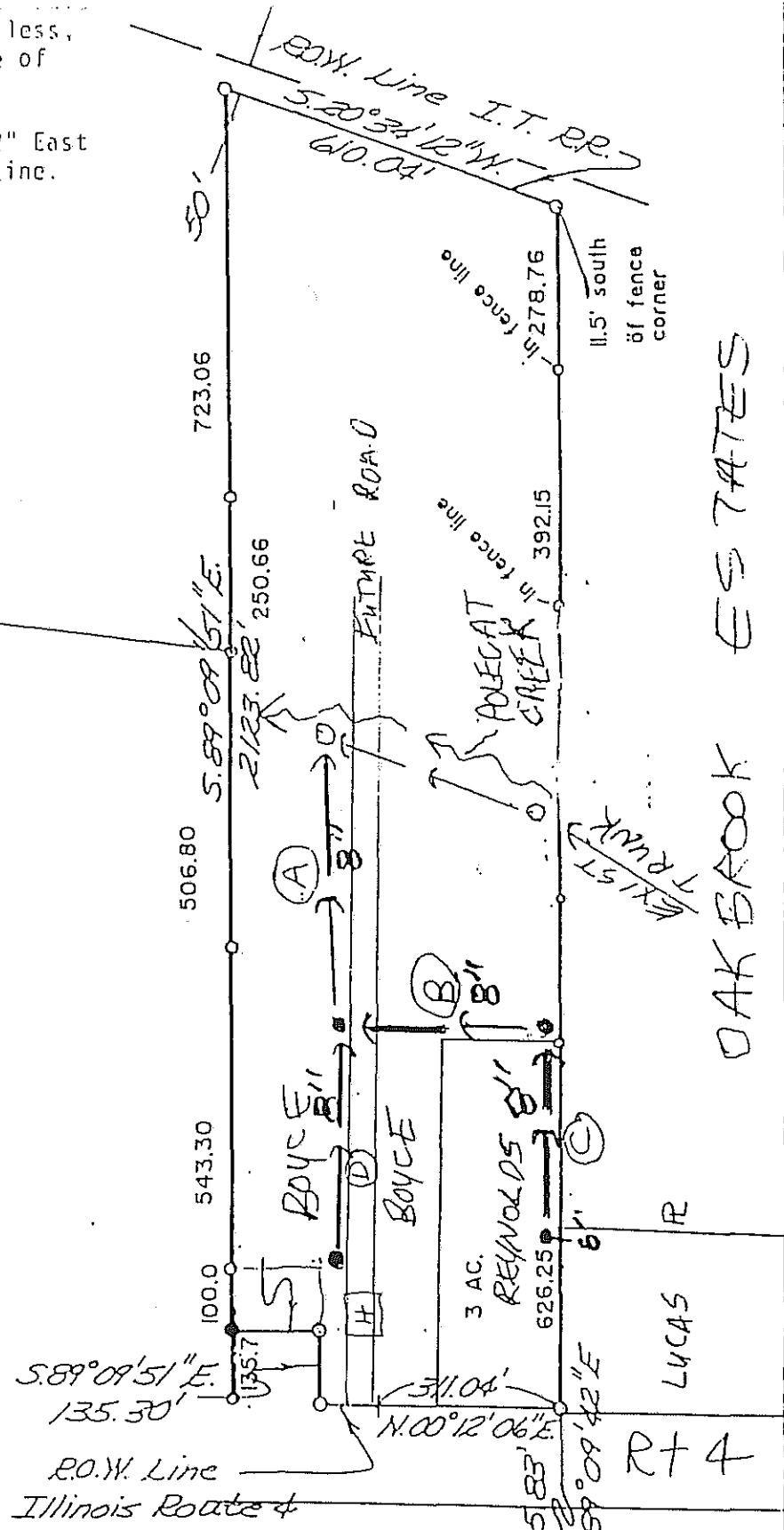


Scale: 1" = 300'

corner of 23.79 Acre
proj. No. 77701

LEGEND

- Iron Pipe
- Iron Pin
- set pipe on property line
- 11-90



OAK BROOK ESTATES

EXHIBIT A

S.W. Cor., N. 1/2, S.W. 1/4,
Sec. 6, T. 4N., R. 5W., 3rd. P.M.

Project No. 77-675

GREENE & MEADOR, Ltd.
CONSULTING ENGINEERS
1819 STEVENSON DR. • 217/529-6681 • SPRINGFIELD, ILL.

at in the month of
le a survey of the
ty and the foregoing
ents the results of

nd Surveyor #1915

Exhibit "B"

List of Contributors and Amounts
Contributed to the Sewer Line Extension

List of Contributors and amounts

Patricia and Charles Boyce	\$8000.00
Larry and Sharon Reynolds	\$15.000.00
Lucas Family	\$13.000.00

Segment A and B

1/3 Boyce 1/3 Reynolds 1/3 Lucas
Estimated cost per party of \$8000.00 each

Segment C

1/2 Reynolds 1/2 Lucas
Estimated cost per party of \$5.000.00 each

Total Estimated Cost of Sewer \$34.0000.00

ORDINANCE CERTIFICATE

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

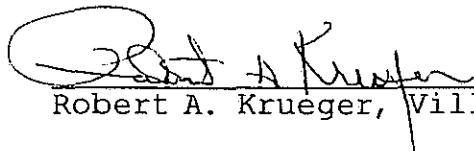
I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Chatham, Sangamon County, Illinois.

I do further certify that the ordinance attached hereto is a full, true, and exact copy of Ordinance No. 97-11, adopted by the President and Board of Trustees of said Village on the 22nd day of April, 1997, said Ordinance being entitled:

AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT WITH PEGGY U. LUCAS, KIMBERLY D. LUCAS-SWENSON, SCOTT D. LUCAS III AND RANDALL H. LUCAS

I do further certify that prior to the making of this certificate, the said Ordinance was spread at length upon the permanent records of said Village, where it now appears and remains.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Village this 22nd day of April, 1997.


Robert A. Krueger, Village Clerk