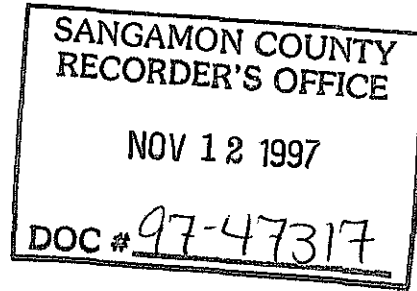


COPY



This Space for Recorder of Deeds

Ordinance No. 97-51

**AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT WITH
LARRY REYNOLDS**

WHEREAS, the Village of Chatham has negotiated an annexation agreement with Larry Reynolds, pertaining to his located north and west of Chatham, a copy of which agreement is attached hereto;

WHEREAS, on August 12, 1997, pursuant to notice published as prescribed by statute, the corporate authorities conducted a public hearing regarding the proposed annexation agreement;

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

SECTION 1: The annexation agreement attached hereto by and between the Village of Chatham, Illinois and Larry Reynolds, 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

orig

annexation agreement according to its terms. The Clerk shall record the signed original of the signed agreement and its accompanying exhibits, along with a certified copy of this ordinance, with the Recorder of Deeds of Sangamon County.

SECTION 3: This Ordinance is effective immediately.

PASSED this 9th day of September, 1997.

Linda Ketter
VILLAGE PRESIDENT

Attest: Robert A. Krueger
Village Clerk

AYES: 6

NAYS: 0

PASSED: 9/9/97

APPROVED: 9/9/97

ABSENT: —

This Space for Recorder

ANNEXATION AGREEMENT

THIS AGREEMENT is made by Larry Reynolds ("Owner") and the Village of Chatham, Illinois (the "Village"), an Illinois municipal corporation, both of Sangamon County, Illinois, and is effective this 9th day of September, 1997.

WHEREAS, Owner is the record owner of property (the "Property") depicted on a plat of annexation attached hereto as Exhibit A and legally described as follows:

The northwest quarter of the northwest quarter of Section 2,
Township 14 North, Range 6 west of the Third Principal Meridian,
situated in Sangamon County, Illinois

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

WHEREAS, Owner wishes to annex the Property to the Village upon its becoming contiguous thereto, but wishes to be subject to the jurisdiction and control of the Village pending annexation;

WHEREAS, Owner wishes to have the Property zoned "P-1" under the zoning ordinance of the Village of Chatham;

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 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. In the event of a dispute with any other governmental entity over the question of jurisdiction, the parties hereto may waive this paragraph in whole or in part by mutual consent without modifying this agreement in accordance with paragraph 7.

4. The Village will have no obligation to furnish utilities to the Property other than electricity (which is already on site), but may do so in its discretion if requested by Owner.

After annexation of the Property, Village may require that the Property accept the Village's water and sewer utilities, and may require, by special assessment or special service proceedings, that the persons owning the Property at that time share in the cost of such utility extensions *pro rata* based upon the ratio of each lot area to the whole of the Property. Owner shall have no personal liability to share in the cost of utility extensions with respect to any portion of the Property which has been conveyed to third persons, and as to portions of the Property which he shall own at the time of any special assessment or special service proceedings, shall have only such liability as is established pursuant to statute. Pending annexation, residents of the Property shall be entitled to the same utility rates as persons within the corporate limits of the Village.

5. The Property shall be zoned P-1 in accordance with the Zoning Ordinance of the Village within 30 days of approval of this Agreement, and shall continue to have such zoning upon its annexation to the Village.

6. 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.

6. 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, and the existence of this Agreement shall be disclosed by Owner

to all subsequent purchasers. This Agreement shall be effective for twenty years from the date of execution.

7. This Agreement shall only be amended by a writing, signed by the parties and approved by the Village by ordinance. However, 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.

8. The Village shall, at its expense, record this Agreement with the Sangamon County Recorder of Deeds within 30 days of its execution.

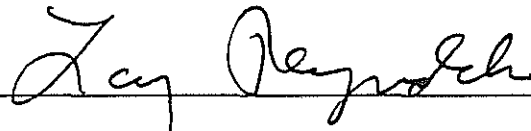
9. Any division or subdivision of the Property, and any internal roadway or utility distribution networks therein, shall be in accordance with the Village Subdivision Ordinance, except to extent the Ordinance is inconsistent with the express terms of this Agreement. The parties agree that notwithstanding any provisions in the Subdivision Ordinance, Owner may provide for driveway access to existing public roads for residential lots, up to a maximum of one driveway access for every two lots platted with frontage along existing public roads. If any such driveway access is to be shared or common, it shall be designed and built in accordance with the drawing attached hereto as Exhibit "C"; Owner shall provide and record appropriate covenants to that effect in conjunction with approval of any plat.

10. 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.

11. 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 Owner. The parties anticipate that counsel for the Village and Owner shall be the same person. However, Owner may retain separate counsel at their expense to represent their interests.

12. This agreement is the entire agreement between the parties with respect to its subject matter; all prior agreements and representations with regard thereto are hereby disclaimed. This agreement shall be effective upon its execution by the parties following its approval by ordinance of the Village.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 9th day of September, 1997.

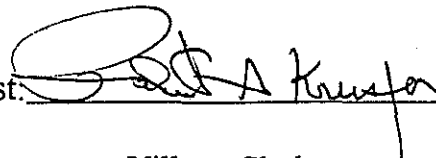


Larry Reynolds

VILLAGE OF CHATHAM, ILLINOIS

BY 

Its President

Attest: 

Village Clerk

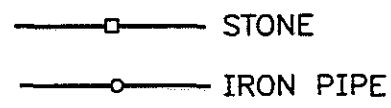
RETURN TO
ROBERT A. KRUEGER
VILLAGE CLERK
116 EAST MULBERRY
CHATHAM, IL 62629

PLAT OF ANNEXATION

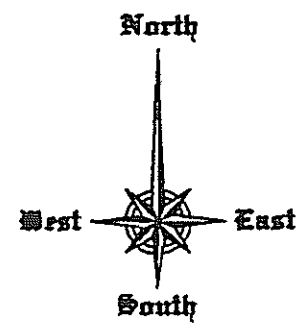
THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION TWO, TOWNSHIP FOURTEEN NORTH, RANGE SIX WEST OF THE THIRD PRINCIPAL MERIDIAN, SANGAMON COUNTY, ILLINOIS:

ALSO THE 20' EXISTING RIGHT OF WAY LYING NORTH OF, WEST OF AND ADJACENT TO THE ABOVE DESCRIBED QUARTER QUARTER SECTION.

CONTAINING A TOTAL OF 41.28 ACRES, MORE OR LESS.

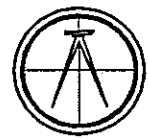
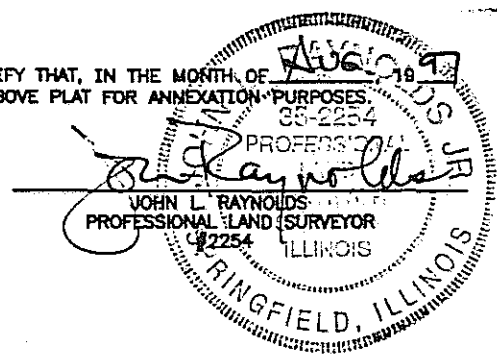


SCALE 1" = 200'-0"

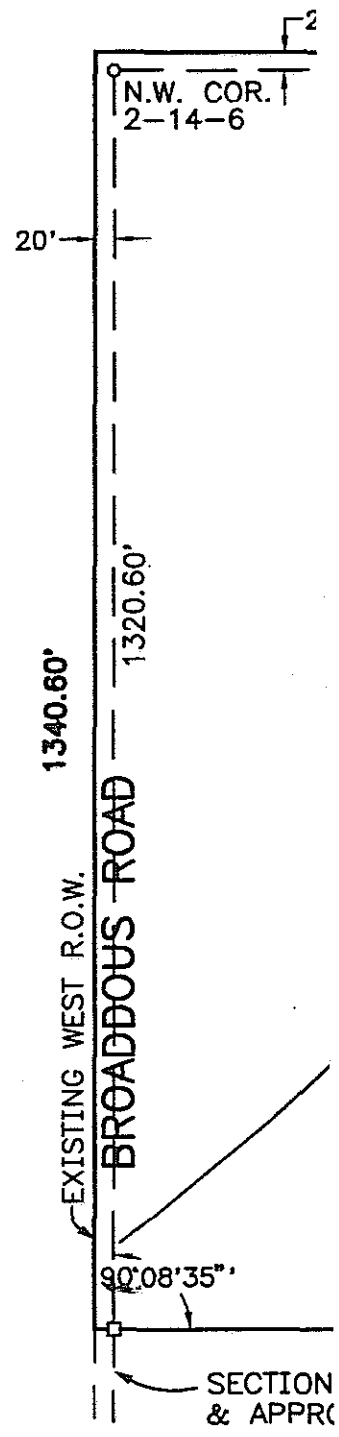


AUGUST, 1997

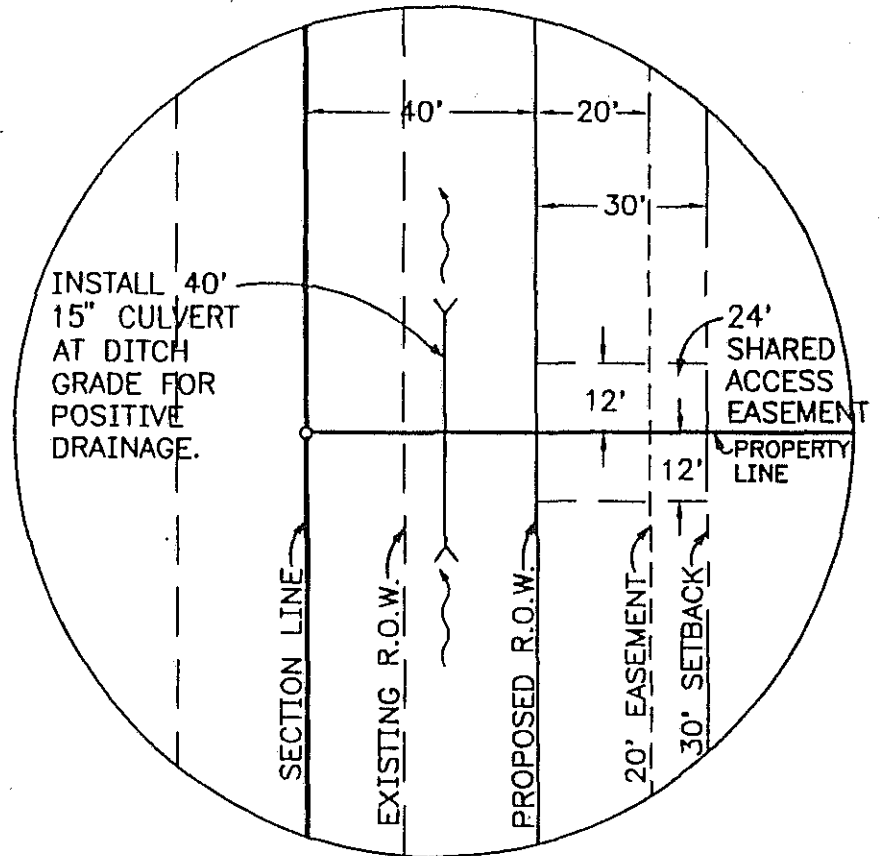
I DO HEREBY CERTIFY THAT, IN THE MONTH OF August, 1997 I PREPARED THE ABOVE PLAT FOR ANNEXATION PURPOSES.



JOHN L. RAYNOLDS, JR.
 PROFESSIONAL LAND SURVEYOR & PLANNER
 5201 S. Sixth St., Springfield, IL 62703
 (217)-241-3500



NO PART OF THE PROPERTY AS SHOWN ON THIS PLAT OF
SUBDIVISION IS LOCATED WITHIN THE SPECIAL FLOOD HAZARD AREA
AS IDENTIFIED BY THE FEDERAL MANAGEMENT AGENCY.



TYPICAL ACCESS EASEMENT – NOT TO SCAL

PARCELS 1 & 2, 3 & 4, 5 & 6, 7 & 8, 9 & 10,
AND 11 & 12. LOT 13 IS ALLOWED ONE SINGLE
ACCESS ONLY. SEE NOTE.

PETITION FOR ANNEXATION

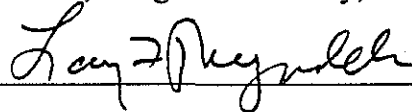
Larry Reynolds ("Petitioner"), being duly sworn on his oath, hereby petitions the Village of Chatham, Sangamon County, Illinois, pursuant to Section 7-1-8 of the Illinois Municipal Code, to annex within its corporate limits certain real estate, a map of which is attached hereto, and legally described as follows:

The northwest quarter of the northwest quarter of Section 2,
Township 14 North, Range 6 west of the Third Principal Meridian,
situated in Sangamon County, Illinois, together with public roadways
contained therein or contiguous thereto

. Petitioner 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 Petitioner is the sole owner of record of the property. No electors reside thereon.

WHEREFORE, the undersigned Petitioner, hereby requests that the above-described real estate be annexed to the Village of Chatham, Sangamon County, Illinois.



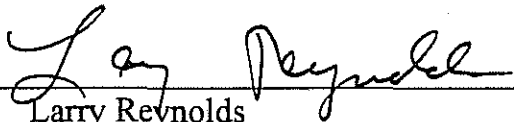
Larry Reynolds, Petitioner

Exhibit B

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

VERIFICATION

Larry Reynolds, being duly sworn on oath, deposes and states that he has reviewed the foregoing Petition for Annexation, and the statements therein made are true and correct.



Larry Reynolds

SUBSCRIBED AND SWORN TO before me

this ____ day of _____, 1997.

Notary Public

PLAT OF ANNEXATION

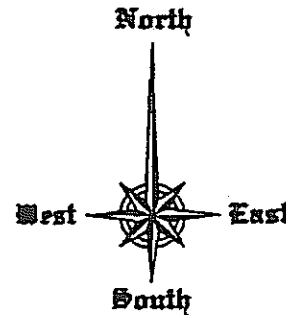
THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION TWO, TOWNSHIP FOURTEEN NORTH, RANGE SIX WEST OF THE THIRD PRINCIPAL MERIDIAN, SANGAMON COUNTY, ILLINOIS:

ALSO THE 20' EXISTING RIGHT OF WAY LYING NORTH OF, WEST OF AND ADJACENT TO THE ABOVE DESCRIBED QUARTER SECTION.

CONTAINING A TOTAL OF 41.28 ACRES, MORE OR LESS.

—□— STONE
—○— IRON PIPE

SCALE 1" = 200'-0"



AUGUST, 1997

I DO HEREBY CERTIFY THAT, IN THE MONTH OF August, 1997
I PREPARED THE ABOVE PLAT FOR ANNEXATION PURPOSES.



JOHN L. RAYNOLDS, JR.
PROFESSIONAL LAND SURVEYOR & PLANNER
5201 S. Sixth St., Springfield, IL 62703
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