

Ordinance No. 98-50

**AN ORDINANCE APPROVING A SETTLEMENT AGREEMENT**

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

**SECTION 1:** A settlement agreement with Robert Eugene Williams and Joyce Elaine Williams, the terms of which are set forth in a draft Agreed Judgment Order attached hereto as Exhibit A, is hereby approved.


**SECTION 2:** The Village Attorney is authorized and directed to supplement the Agreed Judgment Order with the appropriate exhibits, and when the Agreed Judgment Order is in final form, may execute and file a stipulation agreeing to the Agreed Judgment Order. The Village Attorney may make minor emendations to the Agreed Judgment Order as are appropriate in his discretion, so long as they do not change the substance thereof. The proper officers of the Village are hereby authorized to carry out the terms of the agreed judgment order according to its terms.

**SECTION 3:** This Ordinance is effective immediately.

PASSED this 28 day of July, 1998.

  
\_\_\_\_\_  
VILLAGE PRESIDENT

ATTEST:

  
\_\_\_\_\_

Village Clerk

AYES: Franko, Gray, Miller, Boyle, Williamsen  
NAYS: NONE

PASSED: 7-28-98  
APPROVED: 7-28-98

ABSENT: Baliva

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*This Space for Recorder of Deeds*

**IN THE CIRCUIT COURT OF THE SEVENTH JUDICIAL CIRCUIT  
SANGAMON COUNTY, ILLINOIS**

**THE VILLAGE OF CHATHAM,** )  
**Plaintiff,** )

v. )

No. 97-ED-14

**ROBERT EUGENE WILLIAMS** )  
**and JOYCE ELAINE WILLIAMS,** )  
**BANK & TRUST COMPANY,** )  
**(Trust #56082 and #95-39149) and** )  
**P. S. DEPPE CONSTRUCTION,** )  
**INC., SUE HAMMOND d/b/a** )  
**SUNDANCE STUDIO, MARIE** )  
**MCGUIGAN d/b/a GEOMETER** )  
**HAIR DESIGN, TENANTS** )  
**and UNKNOWN OWNERS** )  
**Defendants.** )

**AGREED JUDGMENT ORDER**

This cause having come before the court upon the stipulation of the Plaintiff, Village of Chatham ("Village") and Defendants Robert Eugene and Joyce Elaine Williams

("Williams") to entry of this agreed judgment order, and the other parties to this matter having no objection thereto, the court finds and orders as follows:

1. Definitions. As used herein, the following terms having the following definitions:

a. "Williams Real Estate," is the real estate legally described as follows:

That part of the northeast quarter of section 12, Township 14 North, Range 6 West of the Third Principal Meridian, in Sangamon County, Illinois, described as follows:

Beginning at a point 43.30 rods North and 11/2 rods West of the Southeast Corner of said Northeast Quarter, being the Northeast Corner of a tract of land conveyed to Edwin B. Smith by William Thornton and others, by deed dated April 20, 1862, recorded in the Recorder's Office of Sangamon County, Illinois, in Book 12 of Deeds, Page 494, thence West 696 feet to a point, thence North 212 feet 1 inch to a point, thence East 457 feet to a point, thence South 212 feet 1 inch to a point, said point being 238.7 feet West of the point of beginning in Sangamon County, Illinois.

b. The "Condemned Parcel" is a portion of the Williams Real Estate legally described as follows:

Part of the northeast quarter of section 12, township 14 north, range 6 west of the third principal meridian, described more particularly as follows:

Commencing at a steel plate in the pavement marking the east one quarter corner of the aforementioned section 12, thence north 00 degrees 23 minutes 56 seconds east along the section line a distance of 924.96 feet measured, (922.53 feet deed), thence north 89 degrees 04 minutes 59 seconds west a distance of 545.22 feet to the true point of beginning, thence south 00 degrees 25 minutes 50 seconds west a distance of 216.18 feet to a point on the north line of an alley, thence south 89 degrees 56 minutes 17 seconds west along said north line a distance of 34.59 feet, thence north 00 degrees 35 minutes 56 seconds east a distance of 216.76 feet, thence south 89 degrees 04 minutes 59 seconds east a distance of 33.95 feet to the true point of beginning.

Said parcel contains 0.170 acre, more or less, all in the County of Sangamon, State of Illinois

c. "Williams Lane" is defined and depicted in the plans prepared by Greene & Bradford, Inc., a copy of which is attached hereto as Exhibit "A".

d. "Williams Additional Real Estate" means lot 4 of Chatham Business Park, Chatham, Illinois.

e. "Williams Parking Lot" is that area delineated on the plans as "Defendant Williams' Parking Lot."

f. "Williams Building" means the building currently existing on the Williams Real Estate.

g. "Temporary Easement" is that area legally described as follows:

Part of the northeast quarter of section 12, township 14 north, range 6 west of the third principal meridian, described more particularly as follows:

Commencing at a steel plate in the pavement marking the east one quarter corner of the aforementioned section 12, thence north 00 degrees 23 minutes 56 seconds east along the section line a distance of 924.96 feet measured, (922.53 feet deed), thence north 89 degrees 04 minutes 59 seconds west a distance of 579.17 feet to the true point of beginning, thence south 00 degrees 35 minutes 56 seconds west a distance of 216.76 feet to a point on the north line of an alley, thence south 89 degrees 56 minutes 17 seconds west along said north line a distance of 15.00 feet, thence north 00 degrees 35 minutes 56 seconds east a distance of 217.02 feet, thence south 90 degrees 04 minutes 59 seconds east a distance of 15.00 feet to the true point of beginning, said parcel contains 0.075 acre, more or less, all in the County of Sangamon, State of Illinois.

Basis of bearing is north 00 degrees 23 minutes 56 seconds east along the section line.

2. Title to the Condemned Parcel, and rights to a construction easement in the

Temporary Easement hereby vest in the Village. Within 10 days hereof, Williams shall execute a quitclaim deed conveying the Condemned Parcel to the Village, and a temporary easement for construction purposes within the Temporary Easement area.

3. Williams Lane shall be constructed in accordance with plans which were prepared and let to bid by the Village in the fall of 1997, except that the north driveway drawn upon such plans shall be moved so that 50 feet of the width of such driveway extends onto the Williams Additional Real Estate.

4. The Village shall cause material removed during construction from the right-of-way constituting Williams Lane, to be deposited and spread evenly over the Williams Parking Lot in such quantities and at such locations as Williams shall direct. The Village shall give Williams advance notice of the removal of such material. Such materials shall be deposited and spread prior to any grading and paving of the Williams Parking Lot so that there shall be no ponding and accumulation of water between the Williams Building and Williams Lane.

5. The Village shall cause that part of Williams Real Estate lying between the Williams Building and Williams Lane to be leveled, graded and sloped so storm water drainage shall flow to the East and into inlets shown on such Plans.

6. The Village shall grant to Williams driveway permits from Williams Lane into Williams Real Estate for motor vehicular access at such locations and in such size as is shown in the Plans.

7. The Village shall grant to Williams driveway permits for motor vehicular

access into Williams Additional Real Estate.

8. The Village is unaware of, and therefore hereby waives any provision in its ordinances which would restrict motor vehicular parking and access to Williams Lane from Williams Real Estate and Williams Additional Real Estate, for the continued operation and use of improvements now existing on the Williams Real Estate, or for future improvements on Williams Additional Real Estate specifically contemplated by this Agreement.

9. The Village is unaware of, and therefore hereby waives, any provisions relating to setbacks, area and bulk requirements under the Zoning Ordinance of the Village of Chatham as now existing and as hereafter amended, which would prohibit the continued operation and use of the Williams Building as it now exists, or which would prohibit any improvements specifically contemplated by this Agreement hereafter to be constructed and situated upon Williams Additional Real Estate, to enable motor vehicle parking in the front yard of the Williams Real Estate and continuation of the use of such and of the Williams Additional Real Estate as a motor vehicle parking lot for the Williams Building.

10. The Village shall cause Williams' Parking Lot to be paved with asphalt concurrently and in conjunction with the paving of Williams Lane. Specifications of such asphalt shall be per IDOT specification as outlined in Exhibit "B".

11. The Village shall provide temporary motor vehicle parking and access to Williams Real Estate during construction of Williams Lane.

12. The Village shall permit Williams and their tenants to connect downspouts from the Williams Building into storm drains on Williams Real Estate.

13. The Village shall cause to be installed sidewalks and curbs and gutters and inlets and catch basins on Williams Real Estate as shown on the Plans.

14. The Village shall grant to Williams and their successors and assigns the right to park motor vehicles over and across sidewalks installed upon Williams Real Estate.

15. Upon receipt of the quitclaim deed as set forth in Paragraph 2, the Village shall pay Williams the sum of \$60,000.00. This sum, together with the undertakings of the Village under this order, is deemed just compensation for the Condemned Parcel, the Temporary Easement and damage to the remainder of the Williams Real Estate, to be allocated as follows:

Taking of Condemned Parcel	\$35,000
Temporary easement	\$2,500
Damage to Remainder	<u>\$22,500</u>
Total	<u>\$60,000</u>

The value of the other undertakings set forth in this Agreement is allocated as additional damages to the remainder of the Williams Real Estate.

16. The defendants other than Williams, all being tenants of Williams, have either not appeared in this matter or have consented to this judgment. The court finds that such persons are entitled to no compensation.

17. The construction of Williams Lane shall be performed by the Village of Chatham at its discretion, but in no event later than December 31, 1999, which date may be extended only with the consent of Williams, which consent will not be unreasonably withheld. Pending construction of Williams Lane as contemplated by this order, however,



inasmuch as the Village has title thereto, it may erect such temporary street or other temporary thoroughfare as it deems appropriate.

18. The provisions of this order shall constitute covenants and shall run with the land and extend to Defendant Williams, their heirs, executors, trustees, personal representative, successors and assigns. The parties hereto shall record a copy of this order with the Recorder of Deeds of Sangamon County.

19. Nothing in this order shall be construed as changing the status of Williams Real Estate under the Zoning Ordinance of the Village of Chatham.

20. This is a final, appealable order.

Dated this \_\_\_ day of \_\_\_\_\_, 1998

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Judge

**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. 98-\_\_\_, adopted by the President and Board of Trustees of said Village on the \_\_\_\_\_ day of \_\_\_\_\_, 1998, said Ordinance being entitled:

**AN ORDINANCE APPROVING A SETTLEMENT AGREEMENT**

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 \_\_\_ day of \_\_\_\_\_, 1998.

\_\_\_\_\_  
Village Clerk