

**Ordinance No. 00- 13**

**AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT  
WITH JAMES M. & ERICA T. MICHAEL**

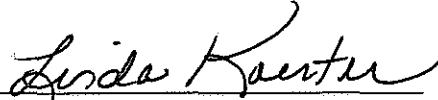
**WHEREAS**, on MARCH 28, 2000, pursuant to notice published as prescribed by statute, the corporate authorities of the Village of Chatham conducted a public hearing regarding an annexation agreement James M. and Erica Michael copy of which is attached hereto.

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

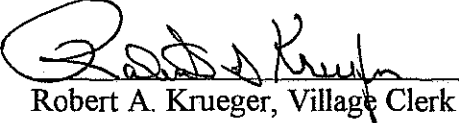
**SECTION 1:** That certain annexation agreement attached hereto by and between the Village of Chatham and James M. and Erica T. Michael is hereby approved.

**SECTION 2:** The President is directed to execute said agreement on behalf of the Village, and the proper officers of the Village are authorized to carry out said annexation agreement according to its terms.

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

  
Linda L. Koester, President  
Village of Chatham

ATTEST

  
Robert A. Krueger, Village Clerk

AYES: 6  
NAYS: 0  
ABSENT: 0

PASSED: 3/29/00  
APPROVED: 3/28/00

This Space for Recorder

**ANNEXATION AGREEMENT**

THIS AGREEMENT is made by James M. and Erica T. Michael (Owners"), and the Village of Chatham, Illinois (the "Village"), an Illinois municipal corporation, all of Sangamon County, Illinois, and is effective this 28 day of MARCH, 2000.

WHEREAS, James M. and Erica T. Michael are the record Owners of property legally described as follows:

**Part of the West Half of the Northwest Quarter of Section 29, Township 14 North, Range 5 West of the Third principal meridian, Sangamon County, Illinois, more particularly described as follows: Commencing at the Northwest corner of the Northwest Quarter of said Section 29; thence south 0 degrees 59 minutes 52 seconds West, 1013.44 feet along the west line of the Northwest Quarter of said Section 29 to the point of beginning; thence South 88 degrees 49 minutes 17 seconds East, 615.00 feet; thence South 0 degrees 59 minutes 52 seconds West, 354.15 feet ; thence North 88 degrees 49 minutes 17 seconds West, 615.00 feet to the west line of said Northwest Quarter; thence North 0 degrees 59 minutes 52 seconds East, 354.15 feet to the point of beginning. Sangamon County tax-id of 29-29-100-003**

WHEREAS, the Property is located in unincorporated Sangamon County, Illinois, and is contiguous to the corporate limits of the Village;

WHEREAS, Owner wishes to annex the Property to the Village and obtain an initial zoning upon annexation of R-1;

WHEREAS, Owner wishes to receive the inside Village rate for water;

WHEREAS, Owner wishes to receive the favorable rate from RECC for electric service.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Owner has petitioned to annex the Property conditional upon this Agreement; a

copy of the petition is attached hereto as Exhibit A.


2. 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 passage of this agreement.
3. Such annexation shall be expressly conditioned and contingent upon the simultaneous zoning classification of the Property as R-1. Any ordinance annexing the Property or any part thereof without simultaneous initial zoning classification of R-1 shall be void unless this Agreement has been amended as hereafter provided. Prior to executing this Agreement, this zoning has been considered by the appropriate administrative bodies of the Village.
4. 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 water services at the inside Village 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.
5. 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. This Agreement shall be effective for twenty years from the date of execution.
7. This Agreement shall only be amended by 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.

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

MARCH, 2000.

  
Owner

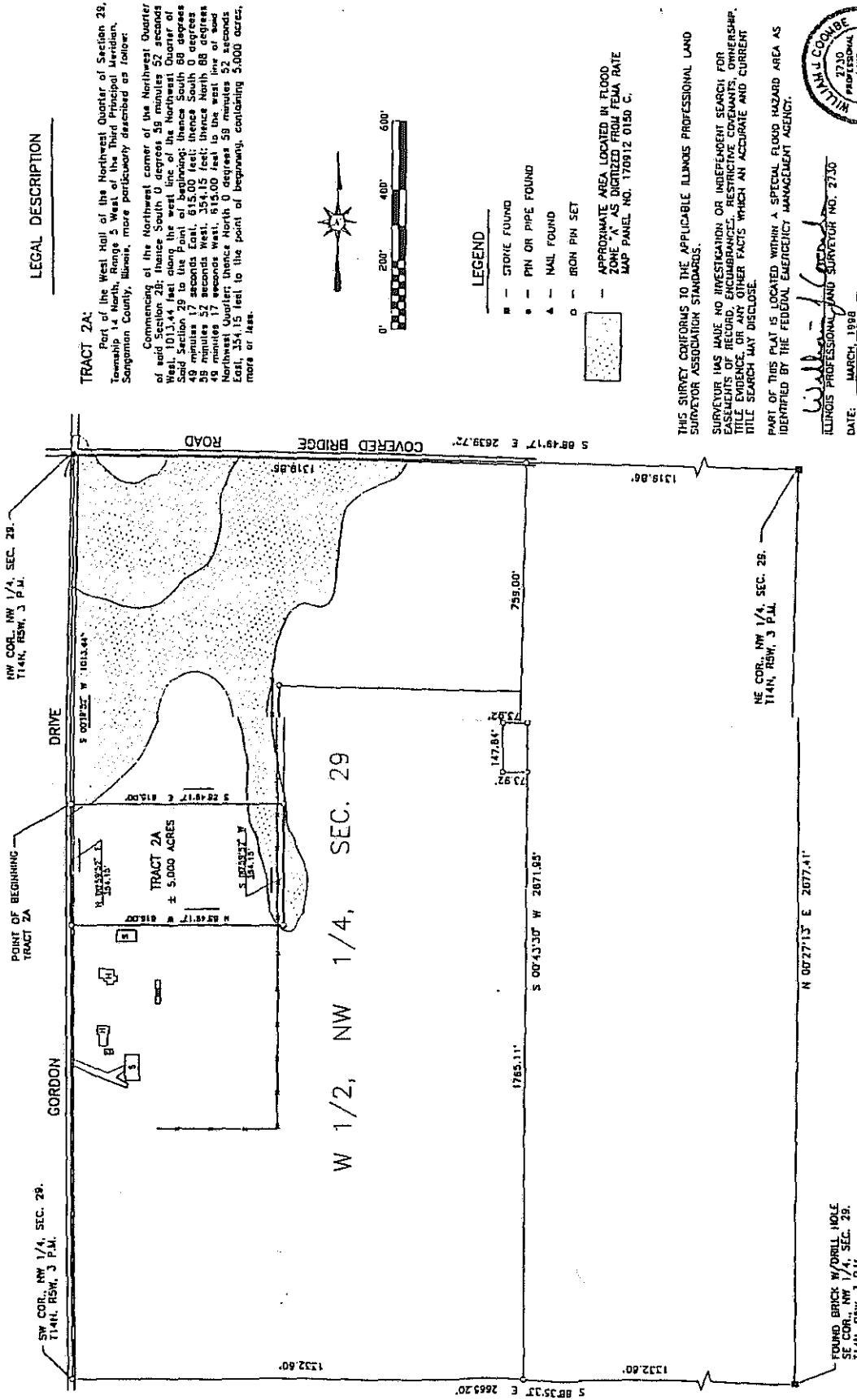
  
Owner

VILLAGE OF CHATHAM, ILLINOIS

BY:   
President

Attest:   
Village Clerk

John D. Alchmann  
11288 Gordon Drive  
Channahon, Illinois



**LEGAL DESCRIPTION**

**TRACT 2A:**

Part of the West Half of the Northwest Quarter of Section 29, Township 14 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, more particularly described as follows:  
Commencing at the Northwest corner of the Northwest Quarter of said Section 29; thence South 88 degrees 59 minutes 52 seconds West 1013.44 feet along the west line of the Northwest Quarter of said Section 29 to the Point of Beginning; thence South 88 degrees 49 minutes 17 seconds East, 615.00 feet; thence South 88 degrees 59 minutes 52 seconds West, 354.15 feet; thence North 88 degrees 49 minutes 17 seconds East, 615.00 feet to the west line of said Northwest Quarter; thence North 0 degrees 59 minutes 22 seconds East, 254.15 feet to the point of beginning, containing 5.000 acres, more or less.



**LEGEND**

- - STAKE FOUND
- - PIN OR PIPE FOUND
- ▲ - NAIL FOUND
- - IRON PIN SET
- ▨ - APPROXIMATE AREA LOCATED BY FLOOD HAZARD ZONE MAP, AS DETERMINED FROM FEMA RATE MAP PANEL NO. 170912 0158 C.

THIS SURVEY CONFORMS TO THE APPLICABLE ILLINOIS PROFESSIONAL LAND SURVEYOR ASSOCIATION STANDARDS.

SURVEYOR HAS MADE NO INVESTIGATION OR INSPECTION SEARCH FOR EASEMENTS OF RECORD ENCUMBRANCES RESTRICTIVE COVENANTS OR TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

PART OF THIS PLAT IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.



W. J. COOMBE  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2730  
DATE: MARCH, 1988

County of Sangamon  
State of Illinois  
I, Sangamon County Clerk, do hereby approve this plat in conformity with the provisions of the Land Survey Act and the Code of Sangamon County, Illinois.  
Sangamon County Clerk  
DATE: 23, 1988

**COOMBE-BLOXDORF P.I.**  
Engineers / Land Surveyors  
Springfield, Illinois

**PETITION FOR ANNEXATION**

James M. and Erica T. Michael ("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:

Part of the West Half of the Northwest Quarter of Section 29, Township 14 North, Range 5 West of the Third principal meridian, Sangamon County, Illinois, more particularly described as follows: Commencing at the Northwest corner of the Northwest Quarter of said Section 29; thence south 0 degrees 59 minutes 52 seconds West, 1013.44 feet along the west line of the Northwest Quarter of said Section 29 to the point of beginning; thence South 0 degrees 49 minutes 17 seconds East, 615.00 feet; thence South 0 degrees 59 minutes 52 seconds West, 354.15 feet ; thence North 88 degrees 49 minutes 17 seconds West, 615 feet to the west line of said Northwest Quarter; thence North 0 degrees 59 minutes 52 seconds East, 354.15 feet to the point of beginning. Sangamon County tax-id of 29-~~29~~-100-003 and a map of which is attached hereto. Petitioner hereby states as follows:

1. The above-described territory is contiguous to the Village of Chatham.
2. The above-described territory is not within the corporate limits of any other municipality.
3. The Petitioners are the sole Owners of record of the property, and they comprise at least 51% of the electors residing therein.

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

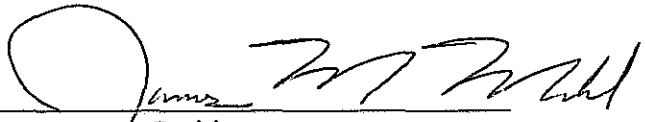
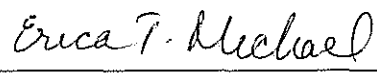
  
\_\_\_\_\_  
Petitioner

  
\_\_\_\_\_  
Petitioner

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF SANGAMON )

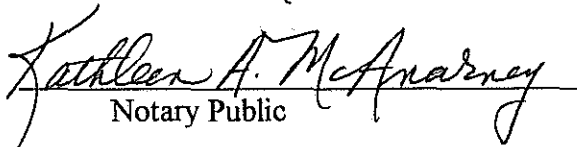
**VERIFICATION**

James M. and Erica T. Michael being duly sworn on oath, depose and state that they have reviewed the foregoing Petition for Annexation, and the statements therein made are true and correct.

  
\_\_\_\_\_  
Petitioner  
  
\_\_\_\_\_  
Petitioner

SUBSCRIBED AND SWORN TO before me

this 6<sup>th</sup> day of March, 2000.

  
\_\_\_\_\_  
Notary Public

