

**Ordinance No. 00- 16**

**AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT  
WITH RICHARD AND BEVERLY KAYDUS**

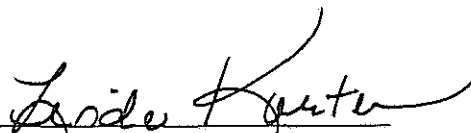
**WHEREAS**, on 28 MARCH, 2000, pursuant to notice published as prescribed by statute, the corporate authorities of the Village of Chatham conducted a public hearing regarding an annexation agreement with Richard and Beverly Kaydus copy of which is attached hereto.

**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 Richard and Beverly 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: 3/28/00  
APPROVED: 3/28/00

This Space for Recorder

**ANNEXATION AGREEMENT**

THIS AGREEMENT is made by Richard and Beverly Kaydus (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, Richard and Beverly Kaydus are the record Owners of property legally described as follows:

**The South 1300 feet of the following described property: Part of the East Half of the Southeast Quarter of Section 34, Township 15 North, Range 6 West of the Third principal meridian, Sangamon County, Illinois, described as follows:**

**Beginning at the Southeast corner of said Section 34, East on the Section line 150.00 feet; thence deflecting to the right 89 degrees 3 minutes 57 seconds, 1036.56 feet; thence deflecting to the left 88 degrees 76 minutes 11 seconds, 209.79 feet; thence deflecting to the right 88 degrees 16 minutes 11 seconds, 1167.45 feet to a point in the center line of Lick creek; thence following the meanderings of said centerline of Lick Creek according to the following courses; deflecting to the right from aforesaid course 119 degrees 29 minutes 05 seconds, 181 feet; thence deflecting to the left 51 degrees 33 minutes 09 seconds, 210.60 feet ; thence deflecting to the right 42 degrees 40 minutes 4 seconds, 7.13 feet to the intersection of the west line of aforesaid Section 34 and the aforesaid center line of Lick Creek; thence south on the Section line, 2200.16 feet to the point of beginning. Containing 12.86 acres, more or less. Sangamon County tax-id of 21-34-400-011**

WHEREAS, the Property is located in unincorporated Sangamon County, Illinois, but is not 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 P-1;

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. 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. Such annexation shall be expressly conditioned and contingent upon the simultaneous zoning classification of the Property as P-1. Any ordinance annexing the Property or any part thereof without simultaneous initial zoning classification of P-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: Linda Kertz  
President

Attest: Robert A. Kuehn  
Village Clerk

**PETITION FOR ANNEXATION**

Richard and Beverly Kaydus ("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:

The South 1300 feet of the following described property: Part of the East Half of the Southeast Quarter of Section 34, Township 15 North, Range 6 West of the Third principal meridian, Sangamon County, Illinois, described as follows:

Beginning at the Southeast corner of said Section 34, East on the Section line 150.00 feet; thence deflecting to the right 89 degrees 3 minutes 57 seconds, 1036.56 feet; thence deflecting to the left 88 degrees 76 minutes 11 seconds, 209.79 feet; thence deflecting to the right 88 degrees 16 minutes 11 seconds, 1167.45 feet to a point in the center line of Lick Creek; thence following the meanderings of said centerline of Lick Creek according to the following courses; deflecting to the right from aforesaid course 119 degrees 29 minutes 05 seconds, 181 feet; thence deflecting to the left 51 degrees 33 minutes 09 seconds, 210.60 feet ; thence deflecting to the right 42 degrees 40 minutes 4 seconds, 7.13 feet to the intersection of the west line of aforesaid Section 34 and the aforesaid center line of Lick Creek; thence south on the Section line, 2200.16 feet to the point of beginning. Containing 12.86 acres, more or less. Sangamon County tax-id of 21-34-400-011 and a map of which is attached hereto. 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 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**

Richard and Beverly Kaydus 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 \_\_\_\_ day of \_\_\_\_\_, 2000.

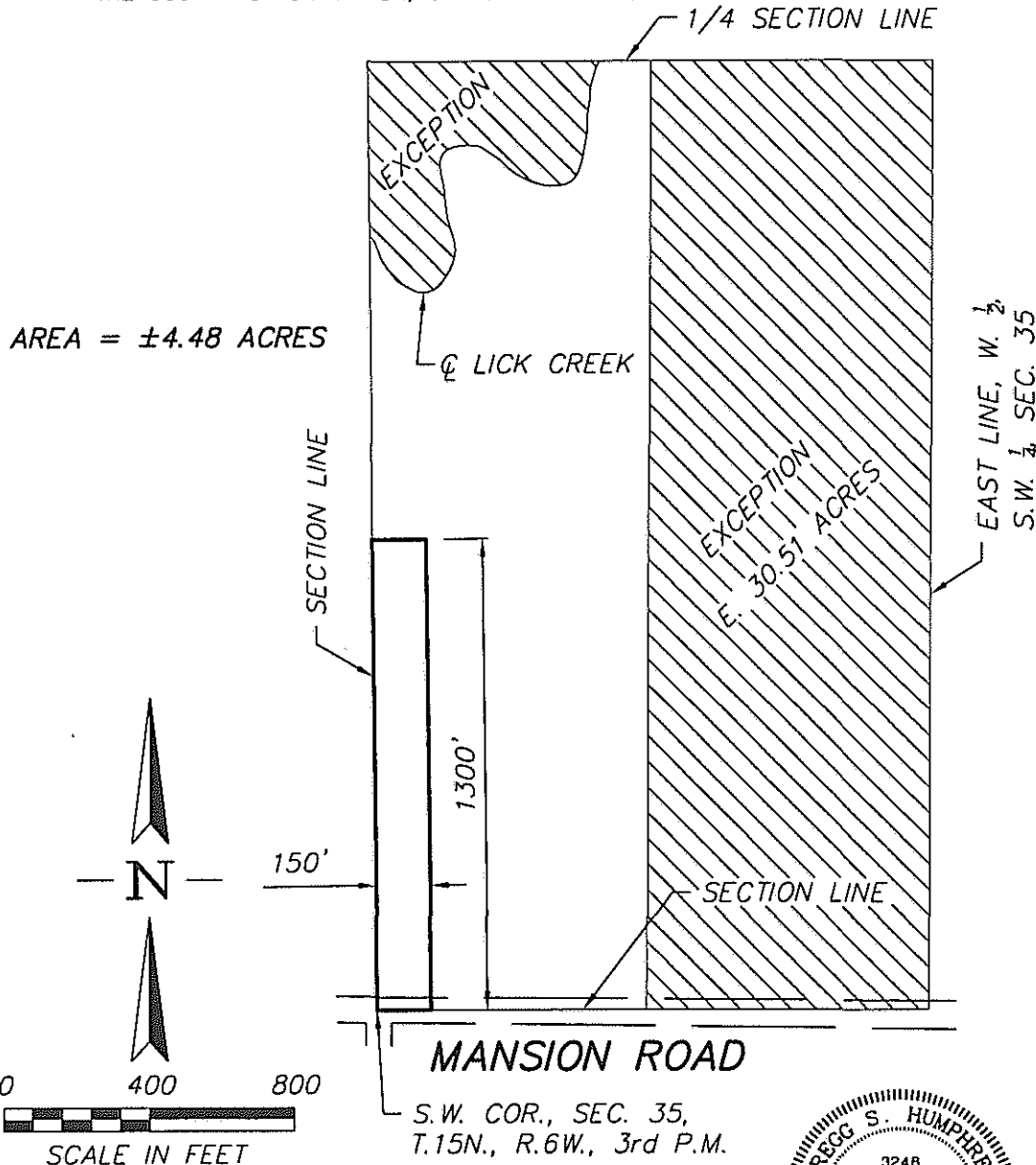
\_\_\_\_\_  
Notary Public

# PLAT OF ANNEXATION

DALE & NANCY McLEAN  
 TAX I.D. # 21-35-300-002  
**LEGAL DESCRIPTION**

THE WEST 150 FEET OF THE SOUTH 1300 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

ALL THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 15 NORTH, RANGE 6 WEST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING AND RESERVING THE EAST 30.51 ACRES THEREOF, ALSO EXCEPTING THAT PART OF THE SAID HALF QUARTER SECTION WHICH LIES NORTH AND WEST OF LICK CREEK. SITUATED IN THE COUNTY OF SANGAMON, STATE OF ILLINOIS.



THE ABOVE DESCRIBED PLAT CORRECTLY REPRESENTS THE PARCEL OF LAND TO BE ANNEXED INTO THE VILLAGE OF CHATHAM, ILLINOIS.

*Gregg S. Humphrey*

ILLINOIS PROFESSIONAL LAND SURVEYOR # 3248



	<b>GREENE &amp; BRADFORD, INC.</b>	DATE 03/06/00
	OF SPRINGFIELD	DRAWN CRUM
	CONSULTING ENGINEERS	PROJ. NO. 00-050
	3501 CONSTITUTION DRIVE	FIELD BOOK NONE
	SPRINGFIELD, ILLINOIS 62707	COMPUTER FILE NO. 00050AX6-400
(217) 793-8844, (217) 793-6227 FAX		