

Ordinance No. 04- 55

AN ORDINANCE APPROVING AN AGREEMENT AFFECTING REAL PROPERTY WITH THE KATHYRN DOWSON 1993 TRUST

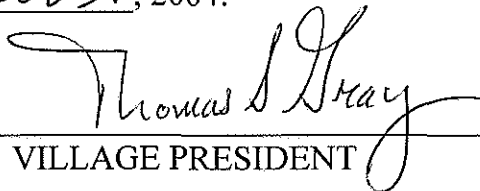
BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CHATHAM, SANGAMON COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: That certain Agreement Affecting Real Property between the Village of Chatham and the Kathryn Dawson 1993 Trust, a copy of which is attached hereto, is hereby approved.

SECTION 2: The Village President is hereby authorized to execute the Agreement Affecting Real Property, and thereafter, the proper officers and employees of the Village are authorized and directed to carry out the agreement according to its terms.


SECTION 3: This Ordinance is effective immediately.

PASSED this 24 day of AUGUST, 2004.


VILLAGE PRESIDENT



ATTEST:


Village Clerk

AYES: 5 HERR M'ADAMS M'CARTHY M'GRATH KAUNAGH
NAYS: 0

PASSED: 8-24-04
APPROVED: 8-24-04

ABSENT: 1 BOYLE

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. 04-55, adopted by the President and Board of Trustees of said Village on the 24 day of AUGUST, 2004, said Ordinance being entitled:

AN ORDINANCE APPROVING AN AGREEMENT AFFECTING REAL PROPERTY WITH THE KATHYRN DOWSON 1993 TRUST

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 24 day of AUGUST, 2004.



Village Clerk



This space for Recorder of Deeds

AGREEMENT AFFECTING REAL PROPERTY

The Kathryn Dowson 1993 Trust, by its trustees, Kathryn Dowson and Mary Kay Woodall (“Dowson”) and the Village of Chatham (“Village”) hereby agree as follows:

1. Within 10 days of execution of this Agreement, Dowson will convey to the Village by quitclaim deed the property legally described in and depicted on a plat, Exhibit A hereto (the “ROW Parcel”). This land is part of a larger parcel legally described in Exhibit B hereto (the “Dowson Parcel”).

2. In consideration therefor, the Village will require any owner of land immediately adjacent to and west of the Dowson Parcel (Robert Roth or his successors), and legally described in Exhibit C hereto, in connection with the development of a residential subdivision on such property, to oversize and locate a sanitary sewer so that the Dowson Parcel can be served with sanitary sewer without any off-site costs to Dowson at such time as Dowson or its successor develops the Dowson Parcel. The location of the sanitary sewer is depicted on a plat, Exhibit D hereto. Village will also

require Roth or his successors to install a storm sewer on the north side of Walnut Street approximately 325 feet into the ROW Parcel as part of the development of such land.

The storm sewer will be designed and constructed to handle storm sewer flows reasonably anticipated to be generated by development of the Roth and Dowson Parcels, using the drainage calculation criteria set forth in the Village Subdivision Ordinance.

3. This Agreement is contingent only upon the Village receiving, at its own expense, satisfactory evidence that Dowson has fee simple title to the ROW Property.

4. The parties recognize that a new tax identification number will be assigned by Sangamon County to the ROW Parcel, but are unsure when that will occur.

Accordingly, the Village will reimburse Dowson for any taxes attributable to the ROW Parcel, prorated to the date of closing and on a basis of the relative square footage of the ROW Parcel and the Dowson Parcel, and paid by Dowson after closing.

5. The Village further covenants and represents the following:

a. At such time as the Dowson Parcel is annexed and developed, it will not require any fee for hookup to the storm sewer system. The Village has no control over hookup fees for sanitary sewer systems owned by the Springfield Sanitary District.

b. Dowson may keep the 2004 crops on the ROW Parcel. If such crops, or other crops on the Dowson Parcel are damaged as a result of construction of the storm sewer, the Village will reimburse Dowson for the reasonable market value of the crops, not to exceed \$400 per acre of damaged crops.

said instrument as her free and voluntary act, and the free and voluntary act of the Kathryn Dowson 1993 Trust, for the purposes set forth therein.

Notary Public


STATE OF ILLINOIS)
) ss.
COUNTY OF SANGAMON)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Mary Kay Woodall, being personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this ____ day of _____, 2004, in person and acknowledged that she signed, sealed and delivered said instrument as her free and voluntary act, and the free and voluntary act of the Kathryn Dowson 1993 Trust, for the purposes set forth therein.

Notary Public

VILLAGE OF CHATHAM, ILLINOIS

By: _____
Thomas Gray,
Village President

Attest: 
Patrick Schad,
Village Clerk



STATE OF ILLINOIS)
) ss.
COUNTY OF SANGAMON)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Thomas Gray and Patrick Schad, being personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and respectively the President and Clerk of the Village of Chatham, appeared before me this ____ day of _____, 2004, in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, and the free and voluntary act of the Village of Chatham, for the purposes set forth therein.

Notary Public

PREPARED BY/RETURN TO:

John M. Myers
RABIN, MYERS HANKEN & DURR, P.C.
1300 South Eighth Street
Springfield, Illinois 62703
Telephone: 217-544-5000

RIGHT-OF-WAY PLAT

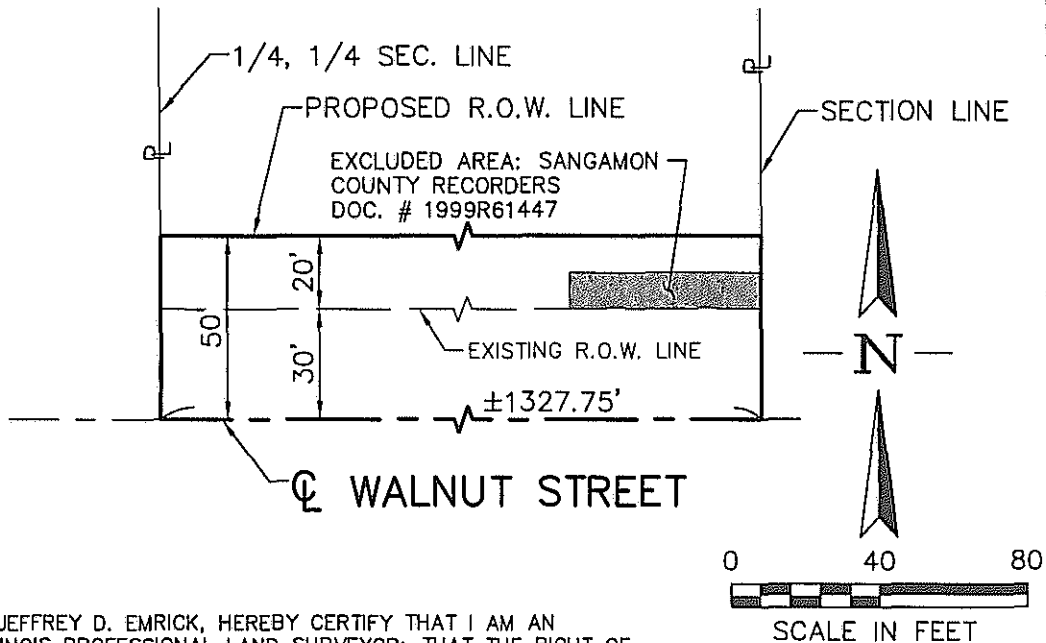
CLIENT: VILLAGE OF CHATHAM
 PT. TAX I.D. NO.: 29-07-200-011
 TOWNSHIP: BALL
 BASIS OF BEARING: ASSUMED MERIDIAN

LEGAL DESCRIPTION

THE SOUTH 50 FEET OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 14 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN OF WHICH THE SOUTH 30 FEET BEING EXISTING RIGHT OF WAY; EXCLUDING THE FOLLOWING DESCRIBED PARCEL:

PART OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 14 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, FURTHER DESCRIBED AS FOLLOWS:

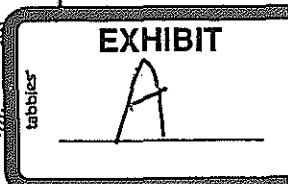
COMMENCING AT A RAILROAD SPIKE AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER, THENCE NORTH 00 DEGREES 01 MINUTES 06 SECONDS WEST, 30.00 FEET, TO THE TRUE POINT OF BEGINNING, THENCE NORTH 89 DEGREES 48 MINUTES 00 SECONDS WEST, 52.41 FEET, THENCE NORTH 00 DEGREES 12 MINUTES 00 SECONDS WEST, 10.00 FEET, THENCE NORTH 89 DEGREES 48 MINUTES 00 SECONDS EAST, 52.45 FEET, THENCE SOUTH 00 DEGREES 01 MINUTES 06 SECONDS WEST, 10.00 FEET TO THE TRUE POINT OF BEGINNING. SAID TRACT CONTAINS 0.012 ACRE, MORE OR LESS, ALL IN THE COUNTY OF SANGAMON, STATE OF ILLINOIS.



I, JEFFREY D. EMRICK, HEREBY CERTIFY THAT I AM AN ILLINOIS PROFESSIONAL LAND SURVEYOR; THAT THE RIGHT OF WAY PLAT OF WALNUT STREET WAS MADE UNDER MY DIRECTION AND THAT THE PLAT IS TRUE AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF.

ILLINOIS PROFESSIONAL LAND SURVEYOR # 035-003507

DATE SIGNED _____



EXPIRES: 11/30/04

REVISIONS	DATE	BY



GREENE & BRADFORD, INC.
 OF SPRINGFIELD
 CONSULTING ENGINEERS
 3501 CONSTITUTION DRIVE
 SPRINGFIELD, ILLINOIS 62707
 (217) 793-8844, (217) 793-6227 FAX

DATE	06-15-04
DRAWN	BAILEY
PROJ. NO.	04001.02
FIELD BOOK	X
COMPUTER FILE NO.	04001ROW.dwg

PROFESSIONAL LAND SURVEYING FIRM NO. 048-00009B

EXHIBIT B
DOWSON PARCEL

The East Half of the Northeast Quarter of Section 7, Township 14 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, except the following described tract:

Commencing at a railroad spike at the Southeast Corner of said Northeast Quarter, thence North 00 degrees 01 minutes 06 seconds West, 30.00 feet, to the true point of beginning, thence North 89 degrees 48 minutes 00 seconds West, 52.41 feet, thence North 00 degrees 12 minutes 00 seconds West, 10.00 feet, thence North 89 degrees 48 minutes 00 seconds East, 52.45 feet, thence South 00 degrees 01 minutes 06 seconds West, 10.00 feet to the true point of beginning.

Exhibit C:

Legal Description of Roth Parcel

Part of the East Half of the West Half of the Northeast Quarter of Section 7, Township 14 North, Range 5 West of the Third Principal Meridian, Village of Chatham, County of Sangamon, State of Illinois, being more particularly described as follows:

Beginning at the northwest corner of the East Half of the West Half of said Northeast Quarter; thence South 89 degrees 27 minutes 59 seconds East along the north line of said Northeast Quarter, a distance of 668.46 feet; thence South 00 degrees 00 minutes 00 seconds East along the east line of the East Half of the West Half of said Northeast Quarter, a distance of 2,687.74 feet; thence South 89 degrees 39 minutes 34 seconds West, a distance of 247.56 feet; thence North 00 degrees 06 minutes, 22 seconds West, a distance of 417.09 feet; thence South 89 degrees 37 minutes 36 seconds West, a distance of 417.20 feet; thence North 00 degrees 04 minutes 23 seconds West, a distance of 2,281.07 feet to the point of beginning, containing 1,621,320 square feet (37.22 acres), more or less.

