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*This Space for Recorder of Deeds*

**Ordinance No. 12- 43**

**AN ORDINANCE APPROVING AN AMENDMENT TO  
AN ANNEXATION AGREEMENT  
(South Park Commons Subdivision)**

WHEREAS, on February 22, 2005, the Village of Chatham entered into an agreement relating to the annexation and development of certain property intended to be developed as Southpark Commons Subdivision; the Annexation Agreement was recorded with the Recorder of Deeds of Sangamon County on March 11, 2005 as Document No. 2005 R09286 (the “Annexation Agreement”);

WHEREAS, Southpark Commons Subdivision has not developed as originally envisioned by the parties, and an amendment to the Annexation Agreement by and among the Village and the current owners, developers and contract purchasers of portions of the property subject to the original Annexation Agreement is appropriate;

WHEREAS, pursuant to notice duly published in a newspaper of general circulation within the Village, on November 15, 2012, the Chatham Plan Commission conducted a public hearing with respect to the zoning aspects of the proposed amendments to the Annexation

Agreement, and on November 27, 2012, and the necessary public hearing was conducted by the Chatham Village Board with respect to the proposed amendments to the Annexation Agreement;

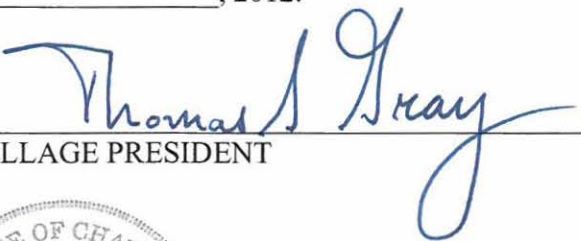
*NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CHATHAM, SANGAMON COUNTY, ILLINOIS, AS FOLLOWS:*

**SECTION 1:** That certain "Amendment to Annexation Agreement Pertaining to Southpark Commons Subdivision, Chatham, Illinois" by and among South Park Development, Inc., an Iowa corporation, JPMorgan Chase Bank, N.A., as Trustee under the provisions of the Trust Agreement dated April 25, 1979, formerly known as Trust No. 51-1102-6, commonly known as the Julia F. Richards Trust, f/k/a Bank One Springfield, (a/k/a Bank One Trust Company, N.A.), as Trustee of Trust No. 2641260910 under the Last Will and Testament of Julia F. Richards, J.C. Dowson, Inc. and the Village of Chatham, a copy of which is attached hereto, is hereby approved. The President and other officers of the Village are authorized and directed to execute and carry out the Annexation Agreement, as amended, according to its terms.


**SECTION 2:** This Ordinance is effective on its passage and approval as required by law.

**SECTION 3:** The Village Clerk shall forthwith cause this Ordinance to be recorded with the Recorder of Deeds of Sangamon County at the expense of the owners of record.

PASSED this 27 day of NOV, 2012.

  
VILLAGE PRESIDENT

ATTEST:

  
Village Clerk



AYES: 6 HERR MAW BOYLE HOLDEN KAVANAGH SCHATZMAN

NAYS: 0

PASSED: 11-27-12

APPROVED: 11-27-12

ABSENT: 0

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*This Space for Recorder of Deeds*

**AMENDMENT TO ANNEXATION AGREEMENT PERTAINING TO SOUTHPARK  
COMMONS SUBDIVISION, CHATHAM ILLINOIS**

This Amendment to Annexation Agreement Pertaining to Southpark Commons Subdivision is made by Southpark Development, Inc., an Iowa corporation (“Developer”), JPMorgan Chase Bank, N.A., as Trustee under the provisions of the Trust Agreement dated April 25, 1979, formerly known as Trust No. 51-1102-6, commonly known as the Julia F. Richards Trust, f/k/a Bank One Springfield, (a/k/a Bank One Trust Company, N.A.), as Trustee of Trust No. 2641260910 under the Last Will and Testament of Julia F. Richards (“Trust”) J.C. Dowson, Inc. (“Current Owner”) and the Village of Chatham, Illinois (“Village”), and is dated this 27 day of NOV, 2012.

WHEREAS, on February 22, 2005, Developer, Trust and Village entered into an Annexation Agreement pertaining to certain property intended to be developed as Southpark Commons Subdivision and legally described in Exhibit A hereto (the “Property”); the Annexation Agreement was recorded with the Recorder of Deeds of Sangamon County on March 11, 2005 as Document No. 2005 R09286; (the “Southpark Commons Annexation Agreement”); and,

WHEREAS, since the adoption of the Southpark Commons Annexation Agreement, the following final plats of subdivision of land subject to the Southpark Commons Annexation Agreement have been recorded:

A. Southpark Commons Subdivision, Plat 2, recorded on March 19, 2007 as Document No. 2007R08758; and,

B. Southpark Commons Subdivision, Plat 5A, recorded on July 27, 2010 as Document No. 2010R24761; and,

WHEREAS, since the adoption of Southpark Commons Annexation Agreement a portion of the real estate described in said Southpark Commons Annexation Agreement was conveyed by Developer to a third-party other than Current Owner which real estate is still owned by such third-party and is described as follows:

B. PART OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, SANGAMON COUNTY, ILLINOIS, DESCRIBED MORE PARTICULARLY AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE AFOREMENTIONED SECTION 18, THENCE NORTH 00 DEGREES 50 MINUTES 03 SECONDS WEST ALONG THE SECTION LINE A DISTANCE OF 386.33 FEET TO THE TRUE POINT OF BEGINNING, THENCE CONTINUING NORTH 00 DEGREES 50 MINUTES 03 SECONDS WEST ALONG THE SECTION LINE A DISTANCE OF 870.98 FEET, THENCE NORTH 89 DEGREES 13 MINUTES 27 SECONDS EAST A DISTANCE OF 523.00 FEET, THENCE SOUTH 00 DEGREES 46 MINUTES 33 SECONDS A DISTANCE OF 866.73 FEET, THENCE SOUTH 88 DEGREES 45 MINUTES 30 SECONDS WEST A DISTANCE OF 522.13 FEET TO THE TRUE POINT OF BEGINNING.

BASIS OF BEARING IS NORTH 00 DEGREES 50 MINUTES 03 SECONDS WEST ALONG THE SECTION LINE.

(Southpark Commons Subdivision Plat 5A is part of the real estate described immediately above owned by the third-party); and,

WHEREAS, the remainder of the Property (the “Remaining Land”), the legal description of which is attached hereto as Exhibit “B” and a map of which is attached hereto as Exhibit “C” has not been made subject to a final plat of subdivision and is still owned either by Trust or by Current Owner; and,

WHEREAS, due to past, present and foreseeable market conditions, Developer has been unable to develop the Property as originally planned; the Trust and Developer have sold or entered into binding contracts to sell the Remaining Land to Current Owner; and Current Owner intends to farm the Remaining Land for the foreseeable future; and,

WHEREAS, in view of these facts, substantial amendments to the Southpark Commons Annexation Agreement, as it relates to the Remaining Land, are appropriate; and,

WHEREAS, the Village Zoning Board of Appeals, in a public hearing conducted on November 15, 2012 noticed in accordance with statute, considered and recommended approval of the zoning aspects of this Agreement; and,

WHEREAS, in conjunction with the transactions contemplated by this Amendment, Trust also wishes to assign to Current Owner its rights under a second annexation agreement pertaining to Southpark Subdivision, which agreement was recorded with the Recorder of Deeds of Sangamon County on June 28, 2004 as Document No. 2004R32025, and Current Owner wishes to assume Trust’s obligations pursuant to that annexation agreement, and the Village wishes to acknowledge its consent to such an assignment and assumption.

*NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:*

1. Effective upon execution of this Amendment to Annexation Agreement Pertaining to Southpark Commons Subdivision, Current Owner shall succeed to all of Trust’s obligations under the Southpark Commons Annexation Agreement, and Trust and Developer are released from further obligations under the Southpark Commons Annexation Agreement.



Village also consents to Current Owner succeeding to all of Trust's obligations under the annexation agreement pertaining to Southpark Subdivision, Document No. 2004R32025.

2. At the closing of the conveyance of the Remaining Land to Current Owner, Current Owner shall execute a conveyance and dedication to the Village, in a form reasonably acceptable to the Village, of certain roadway rights-of-way depicted on a plat, Exhibit D hereto.

3. The Southpark Commons Annexation Agreement, as it relates to the Remaining Land, is rescinded and will no longer be binding on the parties, except as specifically set forth in this Amendment. Any obligations of Current Owner and Developer pursuant to the Southpark Commons Annexation Agreement to dedicate roadway rights-of-way along the east and south boundaries of the Remaining Land are rescinded.

4. On or before December 31, 2012, Village shall downzone the Remaining Land to R-1. Current Owner may use the Remaining Land for agriculture in addition to uses permitted in the R-1 zoning district under the Zoning Chapter of the Village's Code of Ordinances.

5. All future development of the Remaining Land shall proceed as if the Southpark Commons Annexation Agreement had never been executed. For example and not by way of limitation, any future subdivision of the Remaining Land shall require adherence to the substantive and procedural requirements of the Subdivision Chapter of the Village Code of Ordinances as are then in effect, and the Village may condition any future subdivision of the Remaining Land on construction by any future developer of such onsite and offsite public infrastructure and on dedication of roadway rights-of-way as the Village deems appropriate and as are permitted by law. All currently approved preliminary plans, as they relate to the Remaining Land, are vacated, as are all variances of the Subdivision Chapter of the Village Code of Ordinances previously granted with respect to the Remaining Land.

6. The Section 9-5-1 agreement attached to the Southpark Commons Annexation Agreement as Exhibit E is hereby rescinded and shall no longer be of any force or effect. The parties shall record a memorandum to that effect with the Recorder of Deeds of Sangamon County, Illinois.

7. Current Owner shall not institute disconnection proceedings with respect to the Property, or any portion thereof, without the prior written consent of the Village.

8. The parties hereto have given personal notice of this Amendment to Annexation Agreement to all identifiable owners of record of lands subject to the original Southpark Commons Annexation Agreement which have since been subdivided and purchased from Developer or Trust ("Subsequent Purchasers"). Although the parties believe that this Amendment to Annexation Agreement does not require the concurrence of the Subsequent Purchasers, Current Owner and Developer have nevertheless solicited the concurrence of the Subsequent Purchasers. In the event a Subsequent Purchaser who has not concurred in this Amendment challenges this Amendment, Current Owner shall bear the entire cost, including attorney's fees and expenses, of any litigation resulting from such challenge, and shall pay any damages to Subsequent Purchasers resulting from this Amendment, including, if the Village reasonably deems it appropriate, the cost of separate counsel for the Village.

9. This Amendment to Annexation 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. In the event of a conflict between the Village ordinances and this Agreement, this Agreement shall prevail.

10. This Amendment to Annexation Agreement shall take effect after it has been approved by ordinance of the Village and executed by the parties. The term of this Amendment to Annexation Agreement shall be twenty years from its execution. This Amendment to



Annexation Agreement is binding upon the parties hereto, their respective heirs, executors, personal representatives, corporate authorities, administrators, successors and assigns. This is the entire agreement among the parties with respect to its subject matter, and all prior agreements and representations regarding its subject matter are hereby expressly disclaimed. This agreement may be modified only in a writing signed by both parties and approved by ordinance of the Village.

AGREED this 27<sup>th</sup> day of November, 2012.

VILLAGE OF CHATHAM, ILLINOIS

By: Thomas J Gray  
Its President

Attest: Patrick Schad  
Village Clerk



STATE OF ILLINOIS                    )  
  ) SS.  
COUNTY OF SANGAMON            )

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

Given under my hand and official seal, this 27<sup>th</sup> day of November, 2012.

Jill A. Butler  
Notary Public



SOUTHPARK DEVELOPMENT, INC.,  
an Iowa corporation

By: \_\_\_\_\_  
Dennis Schlegel, President

By: \_\_\_\_\_  
Dennis Schlegel, Shareholder

By: \_\_\_\_\_  
William Ludwig, Shareholder

By: \_\_\_\_\_  
Richard Schomburg, Shareholder

STATE OF IOWA            )  
  ) SS.  
COUNTY OF POLK        )

I, a Notary Public in and for said County and State aforesaid, do hereby certify that Dennis Schlegel, who is personally known to me to be the President of Southpark Development, Inc. and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and the free and voluntary act of Southpark Development, Inc., an Iowa corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_ day of \_\_\_\_\_, 2012.

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

STATE OF IOWA            )  
  ) SS.  
COUNTY OF POLK        )

I, a Notary Public in and for said County and State aforesaid, do hereby certify that Dennis Schlegel, who is personally known to me to be a Shareholder of Southpark Development, Inc. and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and the free and voluntary act of Southpark Development, Inc., an Iowa corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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

STATE OF IOWA            )  
                                  )  
COUNTY OF POLK         )        SS.

I, a Notary Public in and for said County and State aforesaid, do hereby certify that William Ludwig, who is personally known to me to be a Shareholder of Southpark Development, Inc. and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and the free and voluntary act of Southpark Development, Inc., an Iowa corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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

STATE OF ILLINOIS        )  
                                  )  
COUNTY OF \_\_\_\_\_ )        SS.

I, a Notary Public in and for said County and State aforesaid, do hereby certify that Richard Schomburg, who is personally known to me to be a Shareholder of Southpark Development, Inc. and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and the free and voluntary act of Southpark Development, Inc., an Iowa corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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

JPMORGAN CHASE BANK, N.A  
as Trustee under Trust Agreement dated  
April 25, 1979, formerly known as Trust No. 51-1102-6,  
commonly known as the Julie F. Richards Trust

By: \_\_\_\_\_  
Trust officer

STATE OF ILLINOIS                    )  
  ) SS.  
COUNTY OF SANGAMON            )

I, a Notary Public in and for said County and State aforesaid, do hereby certify that \_\_\_\_\_, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and the free and voluntary act of JPMorgan Chase Bank, N.A., as Trustee under Trust Agreement dated April 25, 1979, formerly known as Trust No. 51-1102-6, commonly known as the Julia F. Richards Trust, and not personally, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_ day of \_\_\_\_\_, 2012.

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

J.C. DOWSON, INC.,

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF ILLINOIS                    )  
  ) SS.  
COUNTY OF SANGAMON            )

I, a Notary Public in and for said County and State aforesaid, do hereby certify that \_\_\_\_\_, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and the free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_ day of \_\_\_\_\_, 2012.

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

## EXHIBIT A

### **Legal Description of Land Subject to Southpark Commons Annexation Agreement**

Part of the west half of Section 18, Township 14 north, range 5 west of the Third Principal Meridian; described more particularly as follows:

Beginning at an iron pipe over a stone marking the southwest corner of the aforementioned section 18, thence north 00 degrees 50 minutes 03 seconds west along the section line a distance of 2241.31 feet to a mag nail, thence north 89 degrees 13 minutes 27 seconds east a distance of 1367.18 feet to an iron pipe, thence north 00 degrees 43 minutes 26 seconds east a distance of 1095.01 feet to an iron pipe, thence north 89 degrees 06 minutes 04 seconds east a distance of 1154.63 feet to an iron pipe on the quarter section line, thence south 00 degrees 50 minutes 49 seconds east along the quarter section line a distance of 3318.28 feet to an iron pipe marking the south quarter corner of section 18, thence south 88 degrees 45 minutes 30 seconds west along the section line a distance of 2524.72 feet to the point of beginning. Said tract contains 158.382 acres, more or less, all in the County of Sangamon, State of Illinois.

Basis of bearing is north 00 degrees 50 minutes 03 seconds west along the section line.



## EXHIBIT B

### Legal Description of "Remaining Land"

Part of the west half of Section 18, Township 14 north, range 5 west of the Third Principal Meridian; described more particularly as follows:

Beginning at an iron pipe over a stone marking the southwest corner of the aforementioned section 18, thence north 00 degrees 50 minutes 03 seconds west along the section line a distance of 2241.31 feet to a mag nail, thence north 89 degrees 13 minutes 27 seconds east a distance of 1367.18 feet to an iron pipe, thence north 00 degrees 43 minutes 26 seconds east a distance of 1095.01 feet to an iron pipe, thence north 89 degrees 06 minutes 04 seconds east a distance of 1154.63 feet to an iron pipe on the quarter section line, thence south 00 degrees 50 minutes 49 seconds east along the quarter section line a distance of 3318.28 feet to an iron pipe marking the south quarter corner of section 18, thence south 88 degrees 45 minutes 30 seconds west along the section line a distance of 2524.72 feet to the point of beginning. Said tract contains 158.382 acres, more or less, all in the County of Sangamon, State of Illinois.

Basis of bearing is north 00 degrees 50 minutes 03 seconds west along the section line.

Except:

A. All the land depicted on the Plat of Subdivision of Southpark Commons Subdivision, Plat 2, recorded on March 19, 2007 as Document No. 2007R08758; and,

B. PART OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, SANGAMON COUNTY, ILLINOIS, DESCRIBED MORE PARTICULARLY AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE AFOREMENTIONED SECTION 18, THENCE NORTH 00 DEGREES 50 MINUTES 03 SECONDS WEST ALONG THE SECTION LINE A DISTANCE OF 386.33 FEET TO THE TRUE POINT OF BEGINNING, THENCE CONTINUING NORTH 00 DEGREES 50 MINUTES 03 SECONDS WEST ALONG THE SECTION LINE A DISTANCE OF 870.98 FEET, THENCE NORTH 89 DEGREES 13 MINUTES 27 SECONDS EAST A DISTANCE OF 523.00 FEET, THENCE SOUTH 00 DEGREES 46 MINUTES 33 SECONDS A DISTANCE OF 866.73 FEET, THENCE SOUTH 88 DEGREES 45 MINUTES 30 SECONDS WEST A DISTANCE OF 522.13 FEET TO THE TRUE POINT OF BEGINNING.

BASIS OF BEARING IS NORTH 00 DEGREES 50 MINUTES 03 SECONDS WEST ALONG THE SECTION LINE.

Exhibit C  
Plat of "Remaining Land"

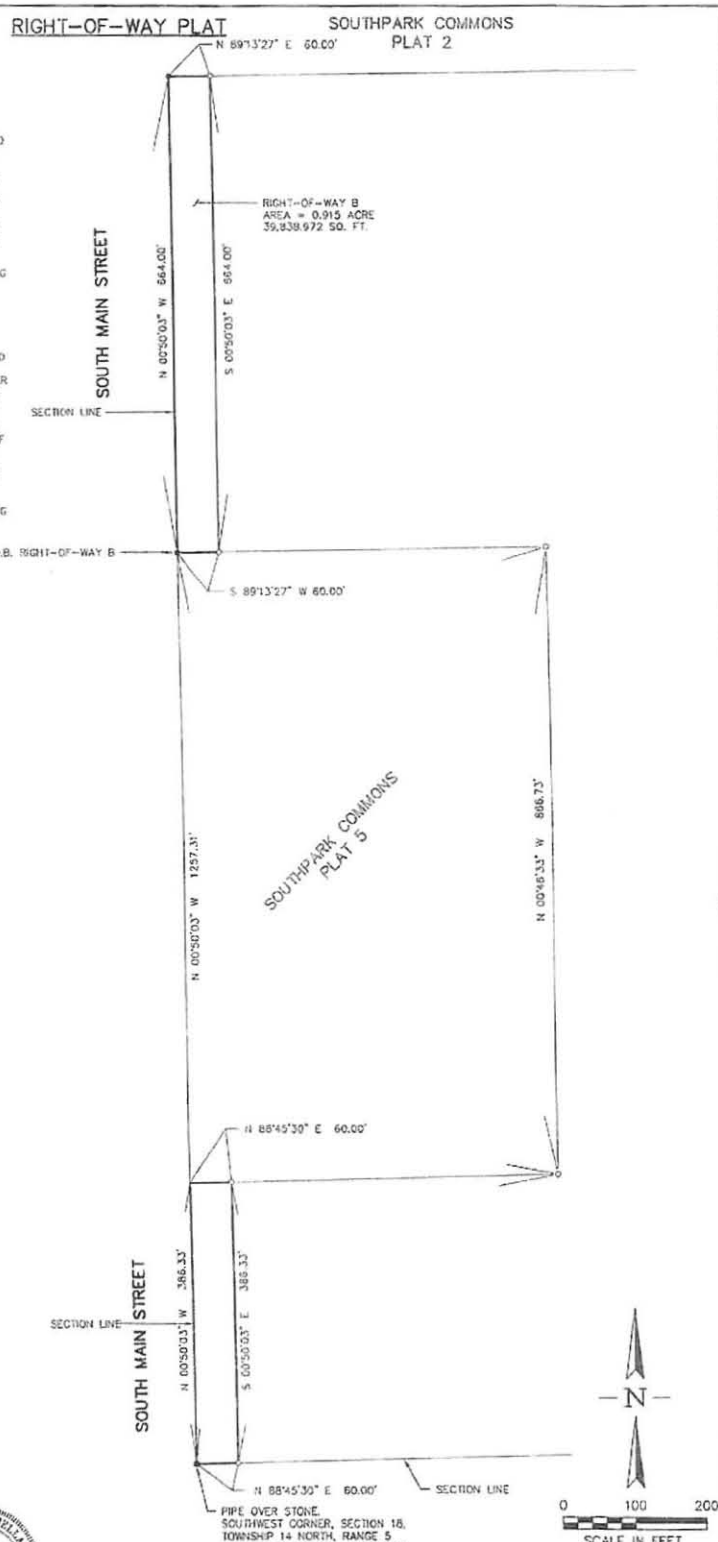
**RIGHT-OF-WAY PLAT**      **SOUTHPARK COMMONS**  
**PLAT 2**

**LEGAL DESCRIPTION**  
**RIGHT-OF-WAY A**

PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED MORE PARTICULARLY AS FOLLOWS:  
 BEGINNING AT AN IRON PIPE OVER A STONE MARKING THE SOUTHWEST CORNER OF THE AFOREMENTIONED SECTION 18, THENCE NORTH 00 DEGREES 50 MINUTES 03 SECONDS WEST ALONG THE SECTION LINE A DISTANCE OF 386.33 FEET, THENCE NORTH 89 DEGREES 45 MINUTES 30 SECONDS EAST A DISTANCE OF 60.00 FEET TO AN IRON PIPE, THENCE SOUTH 00 DEGREES 50 MINUTES 03 SECONDS EAST A DISTANCE OF 386.33 FEET TO AN IRON PIPE ON THE SECTION LINE, THENCE SOUTH 88 DEGREES 45 MINUTES 30 SECONDS WEST ALONG THE SECTION LINE A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINS 0.532 ACRE, MORE OR LESS, ALL IN THE COUNTY OF SANGAMON, STATE OF ILLINOIS.  
 BASIS OF BEARING IS NORTH 00 DEGREES 50 MINUTES 03 SECONDS WEST ALONG THE SECTION LINE.

**RIGHT-OF-WAY B**

PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED MORE PARTICULARLY AS FOLLOWS:  
 COMMENCING AT AN IRON PIPE OVER A STONE MARKING THE SOUTHWEST CORNER OF THE AFOREMENTIONED SECTION 18, THENCE NORTH 00 DEGREES 50 MINUTES 03 SECONDS WEST ALONG THE SECTION LINE A DISTANCE OF 1257.31 FEET TO A MAG NAIL MARKING THE TRUE POINT OF BEGINNING, THENCE CONTINUING NORTH 00 DEGREES 50 MINUTES 03 SECONDS WEST ALONG THE SECTION LINE A DISTANCE OF 664.00, THENCE NORTH 89 DEGREES 13 MINUTES 27 SECONDS EAST A DISTANCE OF 60.00 FEET TO AN IRON PIPE, THENCE SOUTH 00 DEGREES 50 MINUTES 03 SECONDS EAST A DISTANCE OF 664.00 FEET TO AN IRON PIPE, THENCE SOUTH 89 DEGREES 13 MINUTES 27 SECONDS WEST A DISTANCE OF 60.00 FEET TO THE TRUE POINT OF BEGINNING, SAID TRACT CONTAINS 0.915 ACRE, MORE OR LESS, ALL IN THE COUNTY OF SANGAMON, STATE OF ILLINOIS.  
 BASIS OF BEARING IS NORTH 00 DEGREES 50 MINUTES 03 SECONDS WEST ALONG THE SECTION LINE.



**LEGEND**

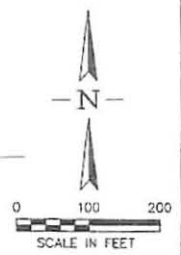
- STONE      ■
- IRON PIPE      ○
- MAG NAIL      ●

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

*Richard Tompella*  
 ILLINOIS PROFESSIONAL LAND SURVEYOR # 2590  
 DATE SIGNED 11-26-12



EXPIRES: 11/30/14



REVISIONS	DATE	BY

**GREENE & BRADFORD, INC.**  
 OF SPRINGFIELD  
 CONSULTING ENGINEERS  
 3501 CONSTITUTION DRIVE  
 SPRINGFIELD, ILLINOIS 62711  
 (217) 793-8944, (217) 793-0227 FAX  
 PROFESSIONAL LAND SURVEYING PER ILL. SURV-000029

DATE	11-15-12
DRAWN	DEFRAITES
PLAT NO.	12-001
FIELD BOOK	-
COMPUTER FILE NO.	12001204.dwg
PLAT SCALE	1" = 100'

**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.12-43, adopted by the President and Board of Trustees of said Village on November 27, 2012, said Ordinance being entitled:

**AN ORDINANCE APPROVING AMENDMENT TO AN ANNEXATION AGREEMENT  
(South Park Commons Subdivision)**

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 27 day of NOV, 2012.

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

**PREPARED BY AND**  
**RETURN TO:**

John M. Myers  
**RABIN & MYERS, P.C.**  
1300 South Eighth Street  
Springfield, IL 62703  
217.544.5003  
fax: 217.544.5017