



* 2 0 1 3 R 1 5 7 9 3 *

2013R15793

05/15/2013 08:43AM

REC FEE: 47.00

TOTAL: \$47.00

PAGES: 22

CHRISTINE

JOSHUA A. LANGFELDER
SANGAMON COUNTY RECORDER

This Space for Recorder

Ordinance No. 13- 08

**AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT
WITH MOUGHAN DEVELOPMENT, INC.
(Ironbridge Estates Subdivision)**

WHEREAS, on April 23, 2013, 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 Moughan Development, Inc., a copy of which is attached hereto;

WHEREAS, on April 18, 2013, pursuant to notice published as prescribed by statute, the Plan Commission of the Village of Chatham conducted a public hearing regarding the zoning and zoning variances requested in the annexation agreement;

WHEREAS, the corporate authorities deem it to be in the best interest of the Village to enter into 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:

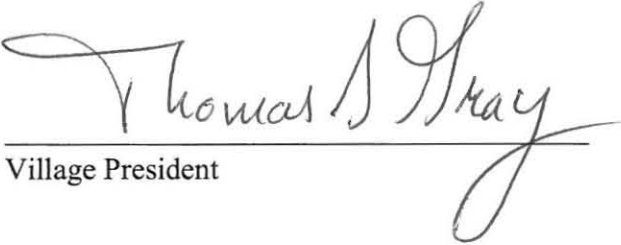
SECTION 1: That certain Annexation Agreement attached hereto by and between the Village of Chatham and Moughan Development, Inc. is hereby approved.

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

SECTION 3: The Clerk shall record this Ordinance and Annexation Agreement with the Recorder of Deeds of Sangamon County, Illinois.

SECTION 4: This Ordinance is effective immediately.

PASSED THIS 23 DAY OF APRIL, 2013


Village President

ATTEST:


Village Clerk



PASSED: 4-23-13

APPROVED: 4-23-13

AYES: 6 HERRMANN BOYLE HOLDEN SCHATTMAN GRAY

NAYS: 0

ABSENT: 1 KAVANAGH

ABSTAIN

**ANNEXATION AGREEMENT
(IRONBRIDGE ESTATES)
CHATHAM, ILLINOIS**

This Agreement is made by **MOUGHAN DEVELOPMENT, INC.**, an Illinois corporation (hereinafter "Owner"), and the **VILLAGE OF CHATHAM, ILLINOIS**, (hereinafter the "Village"), an Illinois municipal corporation, both of Sangamon County, Illinois, and is effective this 23 day of APRIL, 2013.

WHEREAS, Owner is the record owner of property, the legal description of which is set forth in *Exhibit A*. The property is depicted on a Plat of Annexation attached hereto as *Exhibit B*, and referred to herein as the "Property"; and

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

WHEREAS, the Owner wishes to annex the Property to the Village together with all public roadways adjacent thereto or contained therein and not within the corporate limits of any other municipalities subject to the provisions of this Agreement; and

WHEREAS, Owner intends to subdivide the Property into a subdivision to be known as Ironbridge Estates, and the Location/Sketch Map and the Preliminary Plan for Ironbridge Estates subdivision of the Property is attached hereto as *Exhibits C-1* and *C-2* (the "Sketch Map" the "Preliminary Plan") and Owner desires to vary certain provisions of the 1994 Land Subdivision Ordinance of the Village of Chatham, Illinois (the "Subdivision Ordinance"); and

WHEREAS, Owner wishes to obtain an initial zoning upon annexation of R-1 for the Property, and also a variance of Section 158.034 of the Village of Chatham Zoning Ordinance (the "Zoning Ordinance") to allow corner lots in Ironbridge Estates to have a twenty foot (20') setback on one side rather than thirty feet (30') as shown on the attached *Exhibit D*; and

WHEREAS, pursuant to Notice published in accordance with Section 11-15.1-1 of the Illinois Municipal Code, the corporate authorities of the Village have conducted a public hearing with respect to this Agreement, and the Planning Commission of the Village, pursuant to Notice,

published in accordance with the Zoning Ordinance, has conducted a public hearing regarding the proposed zoning as set forth in this Agreement.

NOW THEREFORE, the parties agree as follows:

1. Owner has petitioned to annex the Property to the Village conditioned upon this Agreement; a copy of the Petition is attached hereto as *Exhibit E*.
2. Within thirty (30) days of execution of this Agreement, an Annexation Ordinance in such form as shall be approved by Counsel for the Village shall be enacted by the corporate authorities of the Village. Such annexation shall be expressly conditioned and contingent upon the simultaneous classification of the Property in the R-1 Zoning District along with a variance of Section 158.034 of the Zoning Ordinance to allow for a twenty foot (20') setback on one side of the corner lots in Ironbridge Estates as shown on the attached *Exhibit D*. Any ordinance annexing the Property or any part thereof without simultaneously approving the zoning classification and variance as set forth herein shall be void.
3. Once the Property is annexed to the Village, the Village agrees that Owner may burn on the Property trees that have been severed from the Property to enable Owner to clear the Property for its subdivision of the Property. Burning shall be conducted with due regard for the safety of others and shall be accomplished only on weekdays during daylight hours. Owner shall have its personnel present during all burning operations and shall ensure that the fire is contained at all times.
4. The Village acknowledges that pursuant to its Subdivision Ordinance, the Village's Planning Commission has examined and recommended approval of the Sketch Map and the Preliminary Plan for Ironbridge Estates along with the subdivision variances requested by the Owner in regard to no stub street, rear yard pipe in lieu of paved ditch, and no sidewalk along Ironbridge Road required North of the entrance to Ironbridge Estates. The Village hereby approves the Sketch Map and the Preliminary Plan for Ironbridge Estates that are attached hereto as *Exhibits C-1* and *C-2* along with the subdivision variances referenced hereinabove. During the term of this Agreement, the Village agrees that it will approve final plats of Ironbridge Estates, which contain lot, street and common area layouts which are generally in conformance with the Preliminary Plan and comply in all other respects with the Subdivision Ordinance, with such minor changes thereto as may be requested by the Owner and approved by the Village and with the above-described variances which have been approved by the Village.
5. The parties contemplate that the Property will be developed pursuant to a series of final plats. With each final plat, Owner shall submit subdivision covenants which will provide for professional and perpetual maintenance of the common area. The common area shall include, but not necessarily be limited to: Lot 1000 and Lot 1002, which are designated on the Preliminary Plan (*Exhibit C-2*); all signs and other structures thereon, including the subdivision sign and the area around the subdivision sign; landscaping within the 12 foot wide entrance median; and all drainage works including, but not limited to, the rear yard

pipes that pick up sump pump discharge, but not including underground storm sewers dedicated to the Village or conveyed to the Springfield Metro Sanitary District. Maintenance of the common area shall be performed by a homeowner's association to be established by Owner, and until such time as such association is formed, by Owner.

6. 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. In the event of a conflict between the Village ordinances and this Agreement, this Agreement shall prevail. Any proposed rezoning of the Property or any portion thereof after the initial zoning is established pursuant to this Agreement shall proceed in accordance with the normal rezoning procedures set forth in the Zoning Chapter of the Village Code of Ordinances and shall not require amendment of this Agreement. The Village shall not rezone any of the Property subject to the terms, conditions and limitations of this Agreement prior to transfer of the Property from the Owner to a third party unless said rezoning is consented to by the Owner.
7. The Village agrees that it will use best efforts to assist Owner in obtaining easements over the Property to the South from third parties for the sanitary sewer force main that is to be installed by Owner. The Village will also support Owner's request to the City of Springfield's City Water, Light and Power Division ("CWLP") to access the pump station on the Property from the City of Springfield's CWLP lake access road. The Village will also support Owner's request to CWLP to allow a sedimentation basin in lieu of conventional detention from the Property to the adjoining CWLP property to the East.
8. Owner will construct a sanitary pump station and force main on Lot 1001 that will pump flow South along Ironbridge Road to a twelve inch (12") gravity sewer on Plummer Boulevard. The pump station will be built larger and deeper to serve future development to the West and South of the Property. Owner expects the Springfield Metro Sanitary District to take ownership and maintenance of the pump station after construction, and to take title to said Lot 1001, and to reimburse Owner for construction costs incurred above what Owner would have incurred for constructing a pump and force main to serve only the Property. The Village agrees to participate in payment of Owner's portion of the costs of the pump station and force main, not to exceed \$100,000 in total, as follows:
 - (a) the Village will pay the cost of a four inch force main between the development and a manhole in Oakbrook Subdivision selected by the Villages consulting engineers, and as estimated by Owner's engineers. All actual costs shall be based on invoices submitted by Owner to the Village and verified by the Village's consulting engineers. All estimated costs shall be submitted by the Owner's engineer and verified by the Village's consulting engineer. After construction and acceptance, the force main will be dedicated to the Village.

(b) the Village will pay the cost of installation of 3-phase electric service to the pump station. The costs will be actual costs for material and labor submitted by the Village to the Owner for verification. After construction and acceptance, electric service will be dedicated to the Village.

9. The Village agrees that it will provide the electric power for street lights in the subdivision along with power, reasonably to light a subdivision sign at the entrance to the subdivision. Such power will be provided at no cost to developer and/or the homeowner's association.
10. This Agreement shall only be amended by a writing signed by the parties and approved by the Village by ordinance.
11. 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.
12. Owner shall, at its expense, record this Agreement with the Sangamon County Recorder of Deeds within thirty (30) days of its execution.
13. 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 (including, without limitation, the approval of other governmental agencies having jurisdiction over the public improvements herein contemplated), the time for such performance shall be extended by the amount of time of such delay.
14. During the term of this Agreement, the Village will not establish any special service area or impose any special assessment which would affect the Property without the express written consent of Owner, nor shall any impact fee be imposed as to the Property. Owner shall not institute disconnection proceedings with respect to the Property or any portion thereof without the prior written consent of the Village.
15. In the event of an alleged breach of this Agreement by either party, the breaching party shall have thirty (30) days' written notice by the other party to cure the breach. The sole remedy for breach of this Agreement will be an action for specific performance to be brought in the Circuit Court of the Seventh Judicial Circuit, Sangamon County, Illinois. In no event shall either party be liable to the other for damages, except that the prevailing party in any litigation under this Agreement shall be entitled to its attorneys' fees and costs.
16. Notices hereunder will be sufficient if hand-delivered or sent by first class mail to the following:

If to the Village

Village of Chatham
ATTN: Village Manager

116 East Mulberry
Chatham, Illinois 62629

If to Owner:

Moughan Development, Inc.
c/o James Moughan
3140 Cockrell Lane
Springfield, Illinois 62711

17. 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 writing signed by both parties and approved by ordinance of the Village.
18. This Agreement shall take effect after it has been approved by ordinance of the Village and executed by the parties. The term of this Agreement shall be until a date two (2) years after 100% of the lots in Ironbridge Estates have been conveyed to third parties, or twenty (20) years from the date of this Agreement, whichever is earlier.
19. The failure of the parties to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other party imposed shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.
20. If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the portions of this Agreement and, to that end, all provisions, covenants, agreements and portions of this Agreement are declared to be severable. If, for any reason, the annexation or zoning of the Property is ruled invalid in whole or in part, the corporate authorities as soon as possible shall take such action (including the holding of such public hearings and the adoption of such ordinances and resolutions) as may be necessary to give effect to the spirit and intent of this Agreement and the objectives of the parties as disclosed by this Agreement, provided that the foregoing shall be undertaken at the expense of Owner.
21. This Agreement is binding upon the parties hereto and shall be binding upon successors of the Owner and its respective grantees, lessees and assigns, and upon successor corporate authorities of the Village and successor municipalities and shall constitute a covenant running with the land legally described in *Exhibit A*.
22. Wherever any approval or consent of the Village or of any of its departments, officials or employees is called for under this Agreement, the same shall not be unreasonably withheld or delayed.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 23 day
of APRIL, 2013.

VILLAGE OF CHATHAM, ILLINOIS

By: Thomas S Gray
Its President

(CORPORATE SEAL)

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, President of the Village of Chatham and PATRICK SCHAD, Clerk of the Village of Chatham who are personally known to me to be the same persons who 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 23 day of April, 2013.

John M. Myers



MOUGHAN DEVELOPMENT, INC.

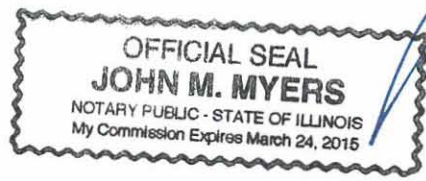
By: [Signature]
JAMES E. MOUGHAN, Its President

STATE OF ILLINOIS)
) SS
COUNTY OF SANGAMON)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that JAMES E. MOUGHAN, to me personally known to be the President of Moughan Development, Inc., an Illinois corporation, and also known to me to be the 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 aforesaid instrument, and the said JAMES E. MOUGHAN, as such President, affixed the corporate seal thereto, all as the free and voluntary act of said corporation, for the uses and purposes therein set forth, being duly authorized thereunto.

April IN WITNESS WHEREOF, I have hereunto set my hand and seal this 23 day of _____, 2013.

[Signature]
Notary Public



OWNER: MOUGHAN DEVELOPMENT INC.
3140 COCKRELL LANE
SPRINGFIELD, ILLINOIS 62711



CONSULTING ENGINEERS/LAND SURVEYORS
(ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-004556)
3223 S. MEADOWBROOK RD., SPRINGFIELD, ILLINOIS 62711
Phone: (217) 698-8900, Fax: (217) 698-8922, E-Mail: mecmail@martinengineeringco.com

LEGAL DESCRIPTION

Part of the East Half of the Southwest Quarter and the West Half of the Southeast Quarter of Section 32, Township 15 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, more particularly described as follows:

Beginning at an axle found at the Southeast corner of the Northeast Quarter of said Southwest Quarter; thence North 88 degrees 44 minutes 14 seconds East, a distance of 165.57 feet; thence South 00 degrees 55 minutes 36 seconds East, a distance of 594.20 feet; thence North 88 degrees 15 minutes 20 seconds East, a distance of 330.00 feet; thence South 00 degrees 40 minutes 20 seconds East, a distance of 660.00 feet; thence North 89 degrees 19 minutes 01 seconds East, a distance of 263.10 feet; thence South 00 degrees 23 minutes 09 seconds East, a distance of 79.31 feet; thence South 88 degrees 38 minutes 57 seconds West, a distance of 881.33 feet; thence South 88 degrees 46 minutes 31 seconds West, a distance of 1200.12 feet; thence North 00 degrees 49 minutes 20 seconds West, a distance of 23.49 feet to a point on the East right of way line of Iron Bridge Road; thence North 16 degrees 33 minutes 40 seconds East on said East right of way line, a distance of 39.37 feet to a point at the beginning of a curve concave to the West having a radius of 999.93 feet; thence Northeasterly on said curve left and said East right of way line, a chord bearing of North 07 degrees 44 minutes 42 seconds East, a chord distance of 306.48 feet to the end of said curve; thence North 01 degrees 04 minutes 10 seconds West on said East right of way line, a distance of 1381.66 feet; thence North 88 degrees 55 minutes 57 seconds East, a distance of 1271.83 feet; thence South 00 degrees 55 minutes 36 seconds East, a distance of 407.09 feet to the point of beginning. Containing (2,707,395.14 s.f.) 62.15 acres, more or less.

SHEET 2 OF 2 SHEETS

OWNER: MOUGHAN DEVELOPMENT INC.
 3140 COCKRELL LANE
 SPRINGFIELD, ILLINOIS 62711



MARTIN ENGINEERING COMPANY

CONSULTING ENGINEERS/LAND SURVEYORS

(ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-004556)

3223 S. MEADOWBROOK RD., SPRINGFIELD, ILLINOIS 62711

Phone: (217) 696-8900, Fax: (217) 696-8922, E-Mail: mecmec@martinengineeringco.com

WOODSIDE TOWNSHIP

P.I.N. 22-32-376-015
 22-32-376-016
 22-32-451-001

500' 250' 0 500'



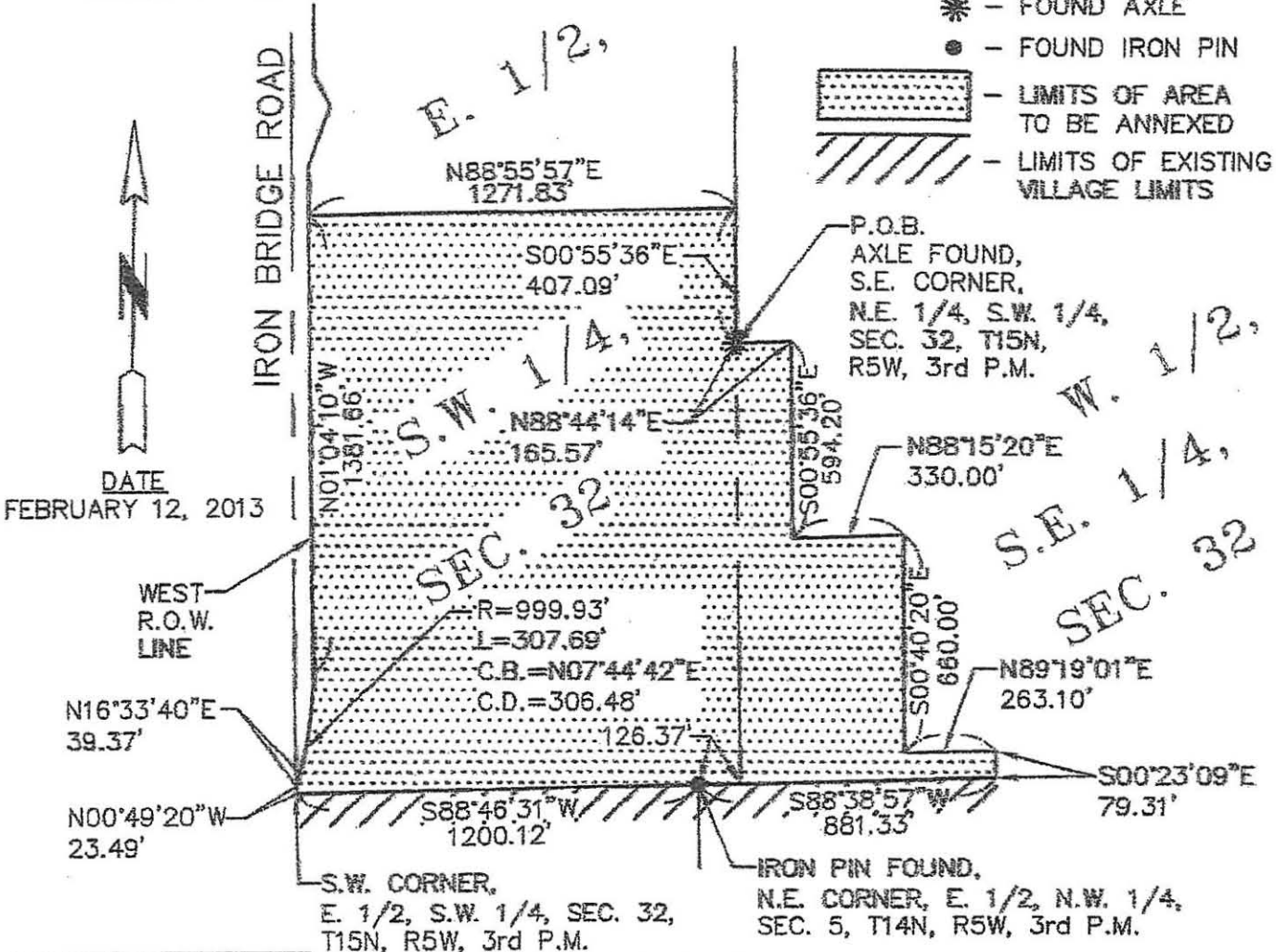
SCALE: 1" = 500'

ANNEXATION PLAT

(SEE SHEET 2 OF 2 SHEETS FOR LEGAL DESCRIPTION)

LEGEND

- * - FOUND AXLE
- - FOUND IRON PIN
- LIMITS OF AREA TO BE ANNEXED
- LIMITS OF EXISTING VILLAGE LIMITS



DATE
 FEBRUARY 12, 2013

AREA TO BE ANNEXED
 = 62.15 ACRES ±

I HEREBY CERTIFY THAT THE ABOVE PLAT
 CORRECTLY REPRESENTS AND IDENTIFIES THE AREA
 TO BE ANNEXED TO THE VILLAGE OF CHATHAM,
 ILLINOIS.

*FIELD WORK
 COMPLETED
 FEBRUARY, 2013.
 *BASIS OF BEARING
 IS THE ILLINOIS
 STATE PLANE
 COORDINATE SYSTEM
 (NAD 83 -WEST
 ZONE)



Jeremy L. Smith
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3804
 DATE SIGNED : FEBRUARY 12, 2013
 LICENSE EXP. DATE : NOV. 30, 2014

SHEET 1 OF 2 SHEETS

IRONBRIDGE ESTATES

LEGAL DESCRIPTION
 PART OF THE EAST HALF OF THE NORTHWEST QUARTER AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 15 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, SANDHOGAN COUNTY, ILLINOIS.

FILE TOWNSHIP, S.E. CORNER,
 20.0' N.E. 1/4, S.W. 1/4,
 SEC. 32, T15N, R5W, S44

MARCH 14, 2013

TOTAL AREA: 481.94 ACRES

EXISTING ZONING = A
 PROPOSED ZONING = R1
 LAND USE = SINGLE-FAMILY
 NUMBER OF UNITS = 97 LOTS x 1 = 97 UNITS
 SERVICE DISPOSAL = SPRINGFIELD METRO SANITARY DISTRICT
 WATER SUPPLY = VILLAGE OF CHATHAM
 ELECTRIC SUPPLY = VILLAGE OF CHATHAM
 FIRE PROTECTION = VILLAGE OF CHATHAM
 SCHOOL DISTRICT = CHATHAM SCHOOL DISTRICT

LEGEND

- PROPOSED STORM SEWER
- PROPOSED STORM SEWER STRUCTURE
- PROPOSED WATER MAIN (10" DI)
- PROPOSED SANITARY MANHOLE
- PROPOSED SANITARY SEWER (12")
- PROPOSED SANITARY FORCE MAIN
- PROPOSED EASEMENT LINE
- PROPOSED SETBACK LINE
- EXISTING TRAIL

NOTES:

1. ALL EXISTING STRUCTURES TO BE REMOVED.
2. ALL EXISTING STREETS SHALL BE 31' BACK TO BACK.
3. LOT 1000 SHALL BE USED FOR SEDIMENTATION BASIN AND OWNED BY THE HOMEOWNERS ASSOCIATION.
4. LOT 1001 SHALL BE USED FOR A SANITARY SEWER LIFT STATION AND CONVEYED TO THE SPRINGFIELD METRO SANITARY DISTRICT ASSOCIATION.
5. LOT 1001 SHALL BE A POND OWNED BY THE HOMEOWNERS ASSOCIATION.
6. ALL EASEMENTS ARE 15' UNLESS OTHERWISE NOTED.
7. ALL AREAS BELOW ELEVATION 370.00 SHALL BE A DRAINAGE EASEMENT.

PHASING:

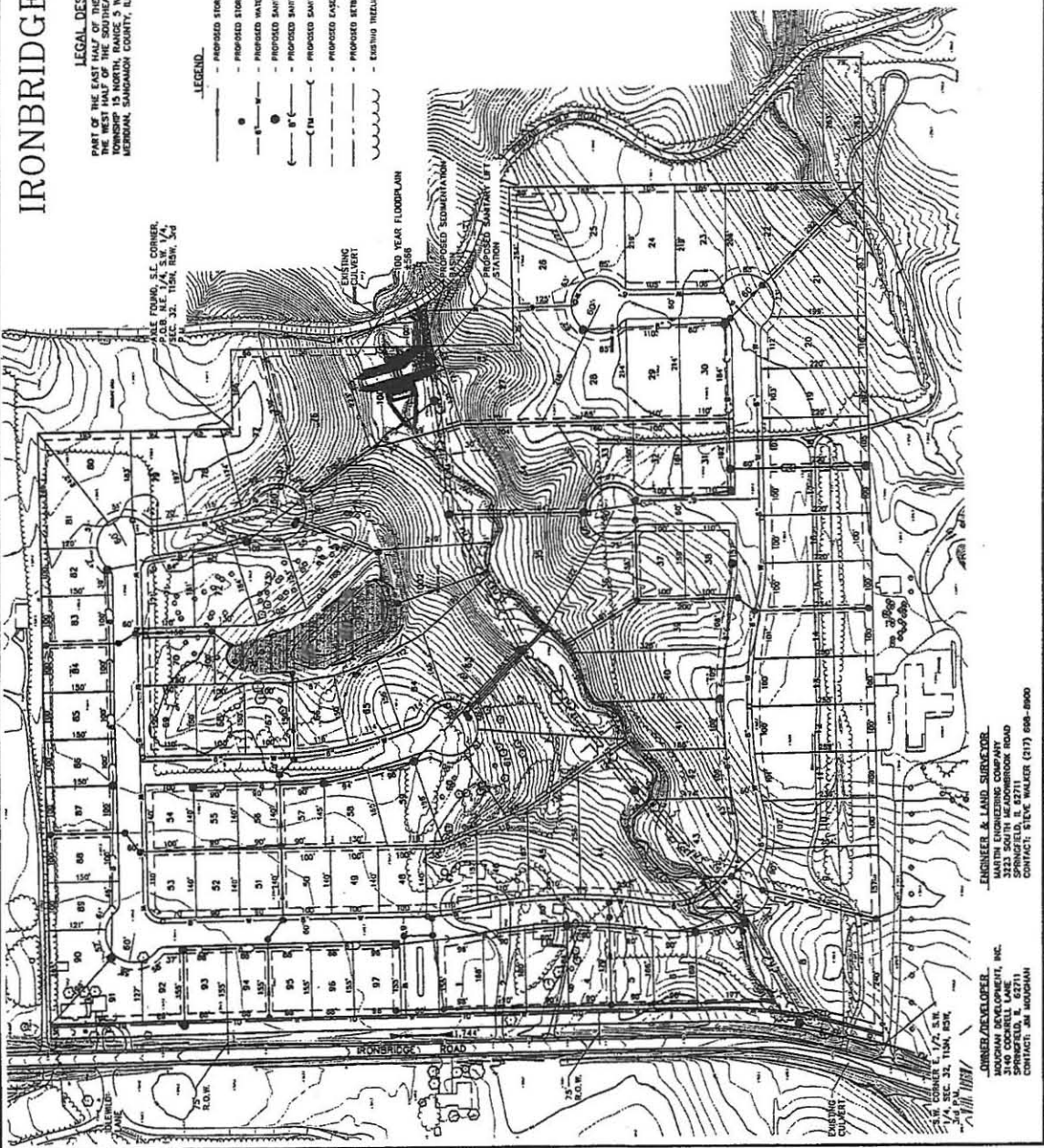
PHASE 1 - LOTS 46-53, 86-97, 1000, 1001
 PHASE 2 - LOTS 54-60, 85-87
 PHASE 3 - LOTS 74-81, 1007
 PHASE 4 - LOTS 82-84, 1008
 PHASE 5 - LOTS 12-16, 31-36
 PHASE 6 - LOTS 19-20

NOTE: MULTIPLE PHASES MAY BE COMBINED.

"PRELIMINARY PLAN - NOT TO BE RECORDED BY RECORDER OF DEEDS"

PROJECT	IRONBRIDGE ESTATES
CLIENT	CHATHAM, ILLINOIS
DATE	MARCH 14, 2013
SCALE	AS SHOWN
DRAWN BY	AMPC
CHECKED BY	AMPC
APPROVED BY	AMPC
DATE	3/14/13
BY	1

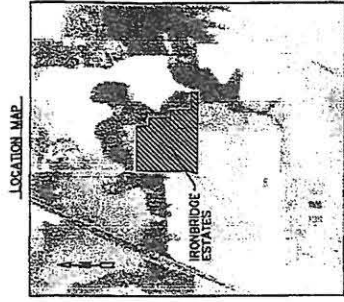
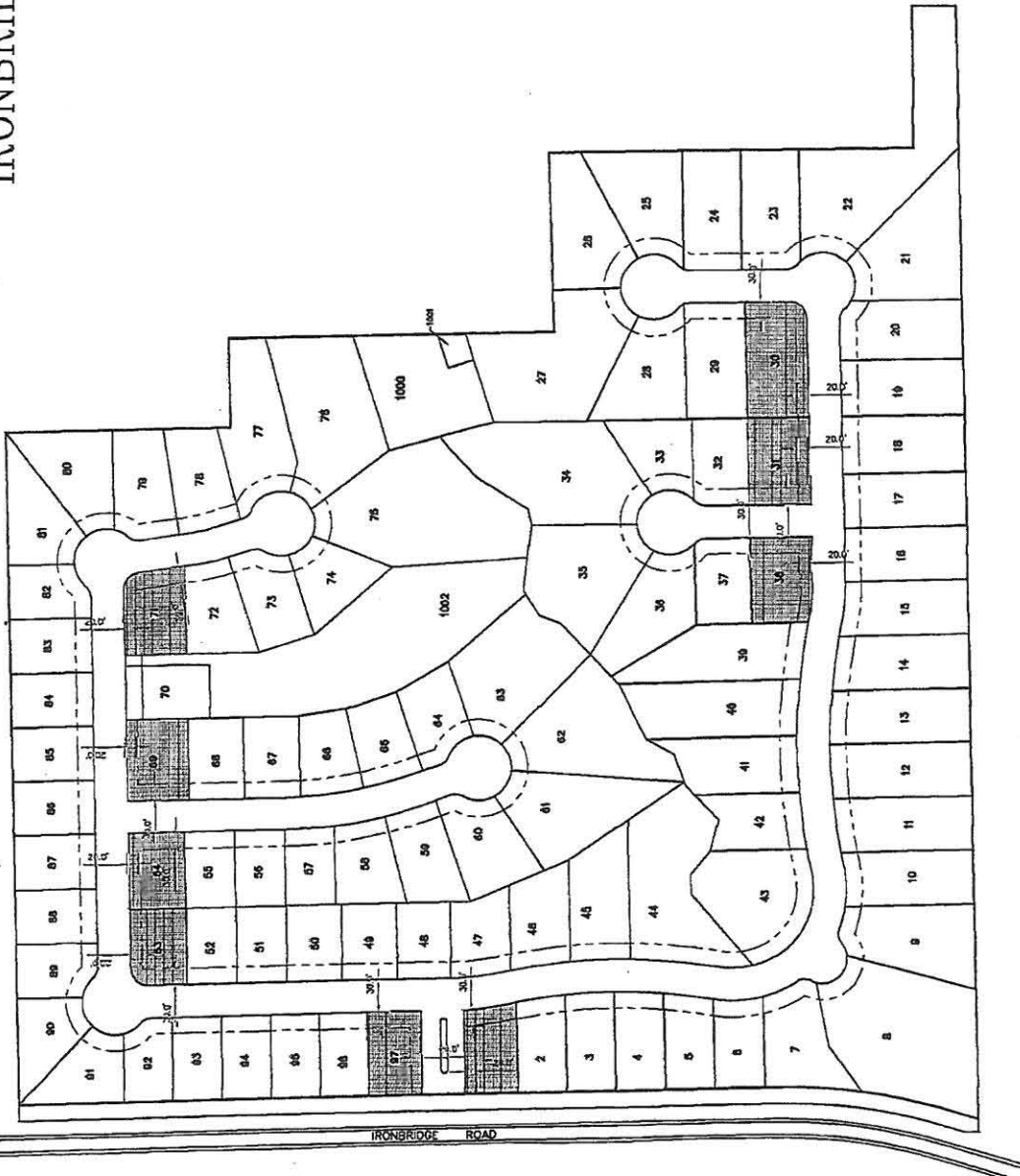
AMPC
 ALLIANCE ENGINEERING COMPANY, INC.
 3140 CORKRELL LANE
 SPRINGFIELD, IL 62711
 (217) 698-8900



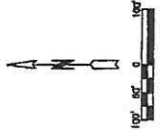
ENGINEER & LAND SURVEYOR
 MARTIN ENGINEERING COMPANY
 3223 SOUTH MEADOWBROOK ROAD
 SPRINGFIELD, IL 62711
 CONTRACT: N.E.C. NUMBER (217) 698-8900

OWNER/DEVELOPER
 MICHIGAN DEVELOPMENT, INC.
 3140 CORKRELL LANE
 SPRINGFIELD, IL 62711
 CONTRACT: J.M. MICHIGAN

IRONBRIDGE ESTATES



SCALE: 1" = 51,000'
 JANUARY 18, 2013
 TOTAL AREA: 161.84 ACRES



PROJECT NO.	1
DATE	1/18/13
PROJECT NAME	IRONBRIDGE ESTATES CHATHAM, ILLINOIS
CLIENT	VALLEY SUBDIVISION COMPANY, INC.
DATE OF PREVIOUS EDITION	
BY	
CHECKED BY	
APPROVED BY	
SCALE	1" = 51,000'
SHEET NO.	1
TOTAL SHEETS	1
DATE OF PREVIOUS EDITION	
BY	
CHECKED BY	
APPROVED BY	

ENGINEER & LAND SURVEYOR
 MARTIN ENGINEERING COMPANY
 3400 S. JEFFERSON HIGHWAY
 SPRINGFIELD, IL 62711
 CONTACT: STEVE WAJNER (317) 698-8900

OWNER/DEVELOPER
 LUCASIAN DEVELOPERS, INC.
 3140 S. JEFFERSON HIGHWAY
 SPRINGFIELD, IL 62711
 CONTACT: JIM MOUGHAN

PETITION FOR ANNEXATION

Moughan Development, Inc., an Illinois corporation, (hereinafter referred to as "Petitioner"), hereby petitions 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 together with all public roads contiguous thereto or contained therein, the legal description of which is as follows:

The real estate described on *Exhibit A*, which is attached hereto and by this reference incorporated herein.

Petitioner 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. Petitioner is the sole owner of record of the Property.
4. Two Electors reside upon or occupy a portion of the Property. Said Electors are Brian Snow and Chera Snow, who reside at 6680 Ironbridge Road, Chatham, Illinois 62629.
5. A Plat of Annexation of the above-described territory is attached hereto as *Exhibit B*.
6. The Property is situated in the Chatham Fire Protection District and the Chatham Library District. Since the Village of Chatham does not provide fire or library services, no notice to any fire protection or library district is required.
7. This Petition is subject to and conditioned upon the terms and conditions of an Annexation Agreement by and between the Village of Chatham and Petitioner being approved by the Village of Chatham.
8. The undersigned Petitioner, Moughan Development, Inc., hereby requests that the above-described territory be annexed to the Village of Chatham, Sangamon County, Illinois, conditioned upon the approval by the Village of Chatham of the above-described Annexation Agreement and subject to the terms of said Annexation Agreement.

EXHIBIT E

MOUGHAN DEVELOPMENT, INC.

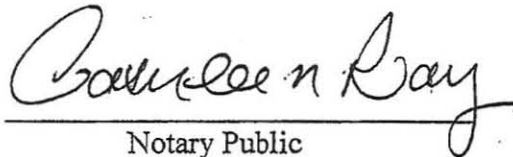
By: 
JAMES E. MOUGHAN, Its President

STATE OF ILLINOIS

COUNTY OF SANGAMON

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that JAMES E. MOUGHAN, to me personally known to be the President of Moughan Development, Inc., an Illinois corporation, and also known to me to be the 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 aforesaid instrument, and the said JAMES E. MOUGHAN, as such President, affixed the corporate seal thereto, all as the free and voluntary act of said corporation, for the uses and purposes therein set forth, being duly authorized thereunto.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 13th day of March, 2013.


Notary Public

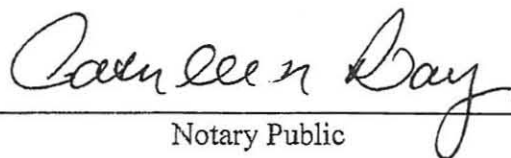


VERIFICATION

STATE OF ILLINOIS
COUNTY OF SANGAMON

JAMES E. MOUGHAN, being first duly sworn deposes and states that he is the President of Moughan Development, Inc., and that he has reviewed the foregoing Petition for Annexation and the statements therein made are true and correct.

Subscribed and sworn to before me this 13 day of March, 2013.



Notary Public



ACKNOWLEDGEMENT AND CONSENT OF ELECTORS

STATE OF ILLINOIS)
) SS
COUNTY OF SANGAMON)

Brian BS

The undersigned, ~~BRYAN~~ SNOW and CHERA SNOW, being first duly sworn upon their oath, depose and state that they are Electors who reside on a portion of the Property described in the Petition for Annexation to which this Acknowledgement and Consent of Electors is attached.

The undersigned also depose and state that they have read said Petition and the statements therein are true and correct to the best of their knowledge and belief.

The undersigned further state that they consent to the filing of the Petition for Annexation by the Petitioner and consent to the annexation of the Property to the Village of Chatham.

Brian BS

~~BRYAN~~ SNOW
Brian BS

Subscribed and sworn to before me this 13th day of March, 2013.



Cathleen Ray
Notary Public

Chera Snow
CHERA SNOW

Subscribed and sworn to before me this 13th day of March, 2013.



Cathleen Ray
Notary Public

OWNER: MOUGHAN DEVELOPMENT INC.
3140 COCKRELL LANE
SPRINGFIELD, ILLINOIS 62711



MARTIN ENGINEERING COMPANY

of Illinois

CONSULTING ENGINEERS/LAND SURVEYORS

(ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-004556)

3223 S. MEADOWBROOK RD., SPRINGFIELD, ILLINOIS 62711

Phone : (217) 698-8900, Fax : (217) 698-8922, E-Mail : mecmail@martinengineeringco.com

LEGAL DESCRIPTION

Part of the East Half of the Southwest Quarter and the West Half of the Southeast Quarter of Section 32, Township 15 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, more particularly described as follows:

Beginning at an axle found at the Southeast corner of the Northeast Quarter of said Southwest Quarter; thence North 88 degrees 44 minutes 14 seconds East, a distance of 165.57 feet; thence South 00 degrees 55 minutes 36 seconds East, a distance of 594.20 feet; thence North 88 degrees 15 minutes 20 seconds East, a distance of 330.00 feet; thence South 00 degrees 40 minutes 20 seconds East, a distance of 660.00 feet; thence North 89 degrees 19 minutes 01 seconds East, a distance of 263.10 feet; thence South 00 degrees 23 minutes 09 seconds East, a distance of 79.31 feet; thence South 88 degrees 38 minutes 57 seconds West, a distance of 881.33 feet; thence South 88 degrees 46 minutes 31 seconds West, a distance of 1200.12 feet; thence North 00 degrees 49 minutes 20 seconds West, a distance of 23.49 feet to a point on the East right of way line of Iron Bridge Road; thence North 16 degrees 33 minutes 40 seconds East on said East right of way line, a distance of 39.37 feet to a point at the beginning of a curve concave to the West having a radius of 999.93 feet; thence Northeasterly on said curve left and said East right of way line, a chord bearing of North 07 degrees 44 minutes 42 seconds East, a chord distance of 306.48 feet to the end of said curve; thence North 01 degrees 04 minutes 10 seconds West on said East right of way line, a distance of 1381.66 feet; thence North 88 degrees 55 minutes 57 seconds East, a distance of 1271.83 feet; thence South 00 degrees 55 minutes 36 seconds East, a distance of 407.09 feet to the point of beginning. Containing (2,707,395.14 s.f.) 62.15 acres, more or less.

SHEET 2 OF 2 SHEETS

OWNER: MOUGHAN DEVELOPMENT INC.
 3140 COCKRELL LANE
 SPRINGFIELD, ILLINOIS 62711



MARTIN ENGINEERING COMPANY

of Illinois

CONSULTING ENGINEERS/LAND SURVEYORS

(ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-004556)

3223 S. MEADOWBROOK RD., SPRINGFIELD, ILLINOIS 62711

Phone: (217) 698-8900, Fax: (217) 698-9922, E-Mail: mecm@martinengineeringco.com

WOODSIDE TOWNSHIP

P.I.N. 22-32-376-015

22-32-376-016

22-32-451-001

500' 250' 0 500'

ANNEXATION PLAT

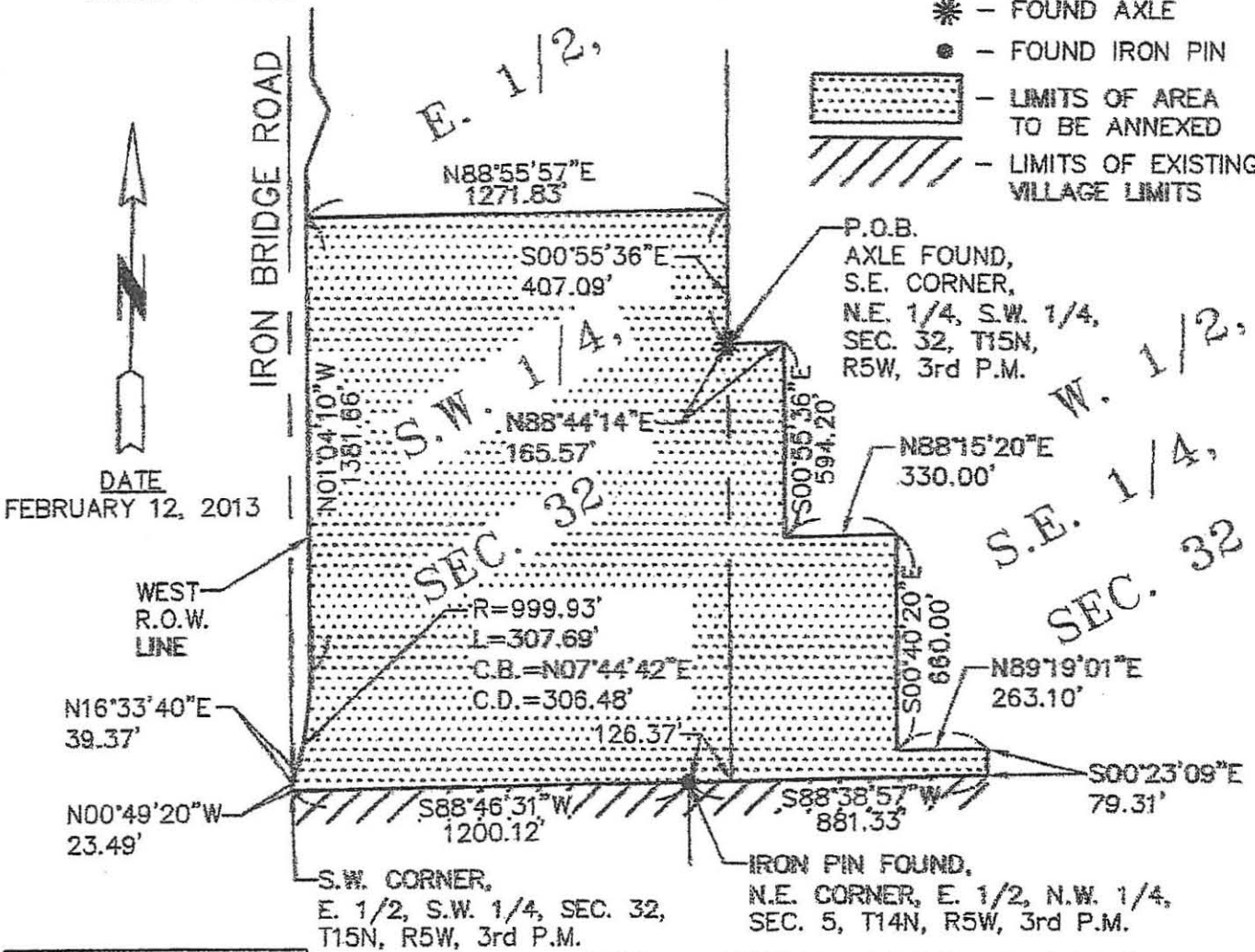


SCALE: 1" = 500'

(SEE SHEET 2 OF 2 SHEETS FOR LEGAL DESCRIPTION)

LEGEND

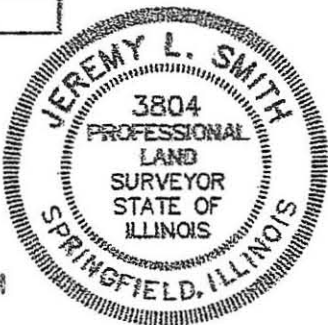
- * - FOUND AXLE
- - FOUND IRON PIN
- [Dotted pattern] - LIMITS OF AREA TO BE ANNEXED
- [Hatched pattern] - LIMITS OF EXISTING VILLAGE LIMITS



AREA TO BE ANNEXED
 = 62.15 ACRES ±

I HEREBY CERTIFY THAT THE ABOVE PLAT
 CORRECTLY REPRESENTS AND IDENTIFIES THE AREA
 TO BE ANNEXED TO THE VILLAGE OF CHATHAM,
 ILLINOIS.

*FIELD WORK
 COMPLETED
 FEBRUARY, 2013.
 *BASIS OF BEARING
 IS THE ILLINOIS
 STATE PLANE
 COORDINATE SYSTEM
 (NAD 83 - WEST
 ZONE)



Jeremy L. Smith
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3804
 DATE SIGNED : FEBRUARY 12, 2013
 LICENSE EXP. DATE : NOV. 30, 2014

SHEET 1 OF 2 SHEETS

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. 13- 08, adopted by the President and Board of Trustees of said Village on the 23 day of APRIL, 2013, said Ordinance being entitled:

**AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT
WITH MOUGHAN DEVELOPMENT, INC.
(Ironbridge Estates 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 23 day of APRIL, 2013.



Village Clerk

Prepared by:

Return to:

John M. Myers

Village Attorney

Rabin & Myers, PC

1300 South Eighth St.

Springfield, IL 62703

(217) 544-5003