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JOSHUA A. LANGFELDER SANGAMON COUNTY RECORDER

PREPARED BY AND RETURN TO:

Jeffrey R. Jurgens Sorling Northrup 1 North Old State Capitol Plaza, Suite 200 P. O. Box 5131 Springfield, IL 62705 Telephone: 217/544-1144

SANGAMON COUNTY, ILLINOIS

ORDINANCE NUMBER 16 - / 3

AN ORDINANCE APPROVING THE ANNEXATION OF CERTAIN PROPERTY TO THE VILLAGE OF CHATHAM, APPROVING AN ANNEXATION AGREEMENT BETWEEN THE VILLAGE OF CHATHAM AND THE ANNA TWYFORD 2011 TRUST AND THE TWYFORD FAMILY TRUST AND REZONING THE ANNEXED PROPERTY

THOMAS S. GRAY, Village President PAT SCHAD, Village Clerk

KEN BOYLE, JR.
MARK CLAYTON
DAVID KIMSEY
NINA LINDHORST
MATT MAU
JOE SCHATTEMAN
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Chatham on 3/22, 2016

Sorling Northrup - 1 N. Old State Capitol Plaza, Suite 200, Springfield, IL 62705

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ORDINANCE NO. 16 - 13

AN ORDINANCE APPROVING THE ANNEXATION OF CERTAIN PROPERTY TO THE VILLAGE OF CHATHAM, APPROVING AN ANNEXATION AGREEMENT BETWEEN THE VILLAGE OF CHATHAM AND THE ANNA TWYFORD 2011 TRUST AND THE TWYFORD FAMILY TRUST AND REZONING THE ANNEXED PROPERTY

WHEREAS, the Village of Chatham (hereinafter "Village") is an Illinois Municipal Corporation existing and operating under the Illinois Municipal Code and the laws of the State of Illinois; and

WHEREAS, Anna Twyford, as Trustee for the Anna Twyford 2011 Trust and the Twyford Family Trust (hereinafter "Owner") is the owner of record of certain real property, legally described on Exhibit A to this Ordinance (hereinafter "Unincorporated Parcel") and no electors reside on the property; and

WHEREAS, the Unincorporated Parcel is contiguous to the corporate limits of the Village and is not within the corporate limits of any municipality; and

WHEREAS, Owner filed with the Village Clerk a duly executed petition for annexation that seeks annexation of the Unincorporated Parcel to the Village and the Village wishes to annex the Unincorporated Parcel; and

WHEREAS, the territory is currently within a fire protection district and public library district; however, the Village does not provide fire protection services and the Village does not provide a public library; and

WHEREAS, Article 11 Division 15.1 of the Illinois Municipal Code of 1961 as amended (65 ILCS 5/11-15.1-1 et seq.) provides that corporate authorities may enter into annexation agreements with owners of land of unincorporated territory; and,

WHEREAS, the Planning Commission held a duly noticed hearing on Twyford's Petition for Annexation and Annexation Agreement (attached hereto as Exhibit B) on February 23, 2016, and the Planning Commission voted unanimously in favor of approving the Annexation Agreement and re-zoning the property as I-1; and

WHEREAS, the Village is authorized to annex the Unincorporated Parcel pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-1; and

WHEREAS, the President and Board of Trustees of the Village have determined it to be in the best interest of the Village to annex the property of Owner in accordance with the Annexation Agreement attached hereto, to approve the Annexation Agreement and rezone the property as set forth herein.

NOW THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Chatham, Sangamon County, Illinois, as follows:

- **Section 1.** Recitals. The foregoing recitals shall be and are hereby incorporated into and made a part of this Ordinance as if fully set forth in this Section 1.
- Section 2. <u>Approval of Annexation Agreement</u>. The Annexation Agreement between Owner and the Village attached hereto as Exhibit B is hereby approved.
- Section 3. Annexation. The property described in Exhibit A shall be, and is hereby, annexed to the Village of Chatham.
- Section 4. Zoning Designation. The real property described in Exhibit A shall be zoned I-1.
- Section 5. <u>Authorization</u>. The Village Clerk shall be, and is hereby, authorized and directed to record in the Office of the Sangamon County Recorder of Deeds promptly after the effective date of this Ordinance, a certified copy of this Ordinance, including an accurate map of

the annexed territory in compliance with Section 7-1-8 of the Municipal Code, and any other documents as required by law including affidavits of service as may be required by law. The Village Manager shall be, and is hereby, authorized and directed to notify the Election Authorities, as defined in Section 7-1-1 of the Illinois Municipal Code, 65 ILCS 5/7-1-1, and the United States Post Office branches serving the Parcel of the annexation by registered or certified mail within 30 days after the effective date of this Ordinance. A document of annexation shall also be filed with the County Clerk as required by law.

Section 6. Severability. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

Section 7. Repeal and Savings Clause. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, action, or causes of action which shall have accrued to the Village of Chatham prior to the effective date of this Ordinance.

Section 8. <u>Effectiveness.</u> This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED this 22 day of MARCH, 2016.

	YES	NO	ABSENT	PRESENT
KEN BOYLE, JR.	/			
MARK CLAYTON				
DAVID KIMSEY	V			
NINA LINDHORST	V			
MATT MAU	~			
JOE SCHATTEMAN	V			
THOMAS S. GRAY				
TOTAL	6	0	0	0

APPROVED by the Presiden March, 2016.	t of the Village of Chatham, Hinois this 22 day of
Attest:	Thomas S. Gray, Village President
Pat Schad, Village Clerk	

EXHIBIT A LEGAL DESCRIPTION

Part of North Half Northeast Quarter of Section 13, Township 14 North, Range 6 West, Third Principal Meridian, Sangamon County, Illinois

Description

A tract of land lying in and being a part of the North Half of the Northeast Quarter of Section 13, Township 14 North, Range 6 West of the Third Principal Meridian, Sangamon County, Illinois, described as follows:

Commencing at a P.K. nail marking the Northeast Corner of said Northeast Quarter; thence South 89 degrees 14 minutes 58 seconds West on the North line of said Northeast Quarter, 516.93 feet to a point on on the West right of way line of the Illinois Traction System Railroad; thence South 20 degrees 08 minutes 25 seconds West on said West right of way line, 847.56 feet to a set iron pin, marking the point of beginning:

From said point of beginning; thence continuing South 20 degrees 08 minutes 25 seconds West on said West right of way line, 207.89 feet to a found iron pipe; thence North 69 degrees 51 minutes 35 seconds West, 10.00 feet to a set iron pin; thence South 89 degrees 22 minutes 51 seconds West, 634.59 feet to a set iron pin on the East right of way line of Illinois Route 4; thence North 20 degrees 43 minutes 40 seconds East on said East right of way line, 203.32 feet to a set iron pin; thence North 89 degrees 14 minutes 58 seconds East, 643.61 feet to the point of beginning, containing 2.812 acres more or less; all as per survey in January of 2016 of Hans B. Distlehorst Professional Land Surveyor #035-3271

EXHIBIT B ANNEXATION AGREEMENT

ANNEXATION AGREEMENT

Pursuant to legislative authorization found in Article 11 Division 15.1 of the Illinois Municipal Code of 1961 as amended, (65 ILCS 5/11-15.1-1 et seq.) and for and in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Village of Chatham, Illinois, a Municipal Corporation, hereinafter referred to as "Village" and Anna Twyford, as Trustee for the Anna Twyford 2011 Trust and the Twyford Family Trust, hereinafter referred to as "Owner" enter into this Annexation Agreement ("Agreement") for the annexation of property into the Village.

WHEREAS, Owner is the owner of record of the premises hereinafter described on Exhibit A, which is attached hereto and made a part hereof by this reference; and

WHEREAS, the Owner is desirous of having said premises annexed to the Village and the Village is desirous of annexing said premises; and

WHEREAS, said premises is not within the corporate limits of any municipality, but is contiguous to the Village; and

WHEREAS, the Owner is desirous of having said premises zoned I-1 upon annexation to the Village; and

WHEREAS, the parties wish to set forth certain other obligations and requirements for the annexation as set forth in this Agreement; and

WHEREAS, the Owner has given all notices required to be given by Section 7-1-1 of the Illinois Municipal Code (65 ILCS 5/7-1-1).

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the Village and Owner agree as follows:

1. ANNEXATION PETITION.

Owner, subject to the terms and conditions set forth in this Agreement, has petitioned the Village of Chatham, requesting annexation of the property described on Exhibit "A" to the Village's corporate limits. The Village published and gave such notices and conducted such public hearings as are required to annex the premises, including specifically, public hearings on this annexation agreement conducted after notice as required by law and ordinance.

2. ANNEXATION.

The Village agrees to adopt an ordinance annexing the property described on Exhibit "A" to the Village of Chatham.

ZONING.

Village agrees to rezone the property to I-1 subsequent to any public hearings required by the Village Code.

4. OBLIGATIONS OF VILLAGE & OWNER.

With regard to the annexation, and development of the premises, the installation of public improvements within and serving the premises; and the use and development of the premises during the life of this agreement, the following shall apply to the Village and Owner:

A. Owner shall be required to tap onto the Village's water supply, but there shall be no charge for the water tap.

5. OBLIGATION TO DEVELOP PER CODE.

In the construction and use of improvements on the subject property the Owner shall comply with all zoning subdivision, building, mechanical and other applicable codes and ordinances of the Village of Chatham in effect at that time.

6. COVENANTS AND AGREEMENTS

The covenants and agreements contained in the Agreement shall be deemed to be covenants running with the land during the term of this Agreement, shall inure to the benefit and be binding upon the heirs, successors and assigns of the parties hereto.

7. TERM

The term of this Agreement shall be for twenty (20) years upon execution by both parties.

8. NOTICES

Any and all notices required or desired to be given hereunder shall be in writing and shall be delivered personally or sent via certified or registered mail, postage pre-paid and addressed as follows:

Village of Chatham Attn: Village Administrator 116 E. Mulberry Street Chatham, IL 62629

Anna Twyford
On behalf of Anna Twyford 2011 Trust / Twyford Family Trust
[street address]
Chatham, IL 62629

or to such other person or address as a party may designate in a like manner.

9. ADOPTION OF ORDINANCES

The Village agrees to adopt such ordinances as may be required to give legal effect to the matters contained in this Agreement.

10. GENERAL PROVISIONS

The following general provisions shall apply to this Agreement:

- A. <u>Time of the Essence</u>. Time is of the essence in the performance of this Agreement.
- B. <u>Rights Cumulative</u>. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.
- C. <u>Non-Waiver</u>. The Village shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the Village to exercise at any time any right granted to the Village shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the Village's right to enforce that right or any other right.
- D. <u>Consents</u>. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.
- E. <u>Governing Law</u>. This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois.

- F. <u>Severability</u>. It is hereby expressed to be the intent of the parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.
- G. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.
- H. <u>Interpretation</u>. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.
- I. <u>Exhibits</u>. The Exhibits attached to this Agreement are, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.
- J. <u>Amendments and Modifications</u>. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.
- K. <u>Changes in Laws</u>. Unless otherwise provided in this Agreement, any reference to the Requirements of Law shall be deemed to include any modifications of, or amendments to, the Requirements of Law that may occur in the future.
- L. Authority to Execute. The Village hereby warrants and represents to the Owner that the Persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities. The Owner hereby warrants and represents to the Village (i) that they are the record and beneficial owners of fee simple title to the Property, (ii) except for a mortgage on the property, no other person has any legal, beneficial, contractual, or security interest in the Property and that annexing the property is not a violation of the security interests, (iii) that it has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and to bind the Property as set forth in this Agreement, (iv) that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken, and (v) that neither the execution of this Agreement nor the performance of the obligations assumed by the Owner will (a) result in a

breach or default under any agreement to which the Owner is a party or to which it or the Property is bound or (b) violate any statute, law, restriction, court order, or agreement to which the Owner or the Property is subject.

- M. Enforcement. The parties to this Agreement may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement; provided, however, that the Owners agree that they will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the Village, or any of its elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys, on account of the negotiation, execution, or breach of this Agreement.
- N. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any Person shall be made, or be valid, against the Village or the Owner.
- O. Recording. After the Owner has paid to the Village an amount sufficient to cover the cost of recording this Agreement, all necessary plats, the affidavit of service of notice as required by Section 7-1-1 of the Illinois Municipal Code, 65 ILCS 5/7-1-1, and the Annexation Ordinance, the Village shall promptly cause this Agreement to be recorded in the office of the Recorder of Sangamon County.

VILLAGE OF CHATHAM

By: ______ Thomas S. Gray, Village President

Attest:

OWNER:

Anna Twyford, as Trustee for the Anna Twyford 2011

Trust and the Twyford Family Trust

EXHIBIT A LEGAL DESCRIPTION

Part of North Half Northeast Quarter of Section 13, Township 14 North, Range 6 West, Third Principal Meridian, Sangamon County, Illinois

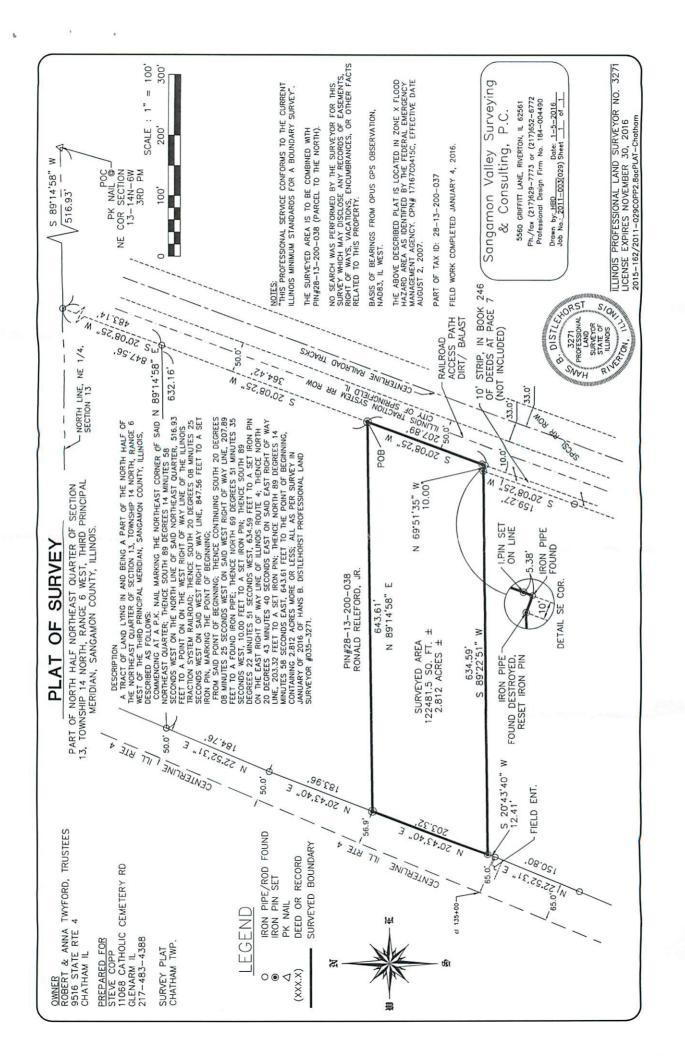
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PIN NO. 28-013-200-038



VILLAGE OF CHATHAM PETITION FOR ANNEXATION

Pursuant to and in accordance with Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, the undersigned Petitioner, Anna Twyford, as Trustee for the Anna Twyford 2011 Trust, and the Twyford Family Trust, seeks to annex certain territory to the Village of Chatham and in furtherance thereof, state as follows:

- 1. The Petitioner signing this Petition constitutes all of the owners of record of the property described in **Exhibit A** to this Petition ("**Annexation Territory**").
 - 2. No elector resides in the Annexation Territory.
- 3. As of the date of this Petition, the Annexation Territory is not within any other municipality and is wholly unincorporated.
- 4. The Annexation Territory is contiguous to the corporate limits of the Village of Chatham.
- 5. The Petition conforms in form and substance to the requirements of Section 7-1-8 of the Illinois Municipal Code. (65 ILCS 5/7-1-8).
- 6. The Petitioner desires that the Village of Chatham annex the Annexation Territory to the Village of Chatham.
- 7. As part of the voluntary annexation, the Petitioner desires that the Village of Chatham enter into an annexation agreement with the Petitioner to account for certain issues as may be agreed to between the parties.

WHEREFORE, the Petitioner respectfully requests that the Village of Chatham annex the Annexation Territory to the Village in accordance with and pursuant to Section 7-1-8 of the Illinois Municipal Code and that the parties enter into an annexation agreement to address certain issues as may be agreed to between the parties.

Under oath, ANNA TWYFORD, the undersigned, certifies that she has read the foregoing Petition for Annexation, has knowledge of the allegations contained therein, is the Trustee of land within the Annexation Territory, and that the allegations are true and correct to the best of her knowledge:

ANNA TWYFORD, as TRUSTEE of the ANNA TWYFORD 2011 TRUST, and the TWYFORD FAMILY TRUST;

SUBSCRIBED AND SWORN TO before me this ______ day of February, 2016, by Anna Twyford, who is to me personally known.

OFFICIAL SEAL
JILL A. BUTLER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10-02-2018

Notary Public

