

SANGAMON COUNTY, ILLINOIS

ORDINANCE
NUMBER 20 - 26

**AN ORDINANCE APPROVING A PRE-ANNEXATION AGREEMENT WITH JOHN
KENNEDY AND MARILYN KENNEDY**

DAVE KIMSEY, Village President
AMY DAHLKAMP, Village Clerk

KRISTEN CHIARO
ANDREW DETMERS
BRETT GERGER
RYAN MANN
MATT MAU
PAUL SCHERSCHEL
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of
Chatham

on October 27th, 2020

Sorling Northrup – 1 N. Old State Capitol Plaza, Suite 200, P.O. Box 5131, Springfield, IL
62705

Ordinance No. 20- 26

AN ORDINANCE APPROVING A PRE-ANNEXATION AGREEMENT WITH JOHN KENNEDY AND MARILYN KENNEDY

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, John Kennedy and Marilyn Kennedy (hereinafter “Owner”) are the joint owners of record of two parcels of land with PIN 29-210-200-024 and 29-210-200-025, hereinafter further described on **Exhibit A** (“Premises”), 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; and,

WHEREAS, said Premises is not yet contiguous to the Village; and,

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

WHEREAS, the Owner desires to combine and subdivide the Premises to change from the current subdivision of a 13-acre parcel (29-210-200-025) and 1-acre parcel (29-210-200-024) to a 12-acre parcel and 2-acre parcel; and,

WHEREAS, the parties wish to set forth certain other obligations and requirements for the annexation as set forth in this Agreement; 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 President and Board of Trustees of the Village have determined it to be in the best interest of the Village to enter into the Pre-Annexation Agreement with Owner attached hereto as **Exhibit B**.

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. Approval of Pre-Annexation Agreement. The Pre-Annexation Agreement between Owner and the Village attached hereto as **Exhibit B** is hereby approved.

Section 3. Authorization. The Village President and Clerk shall be, and are hereby, authorized and directed to execute the Pre-Annexation Agreement and the Village shall annex the Property in accordance with the Pre-Annexation Agreement if and when it becomes contiguous to the Village.

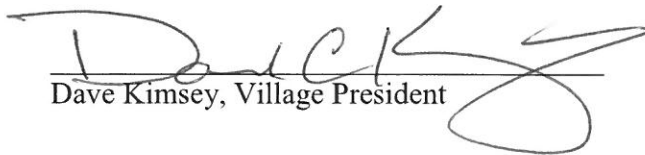
Section 4. Severability. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

Section 5. 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 6. Effectiveness. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

SO ORDAINED this 27th day of October, 2020, at Chatham, Sangamon County, Illinois.

	AYE	NAY	ABSTAIN	ABSENT
KRISTEN CHIARO	X			
ANDREW DETMERS	X			
BRETT GERGER	X			
RYAN MANN	X			
MATT MAU	X			
PAUL SCHERSCHEL	X			
DAVE KIMSEY				
TOTAL	6	0	0	0


 Dave Kimsey, Village President

Attest:


 Amy Dahlkamp, Village Clerk

Exhibit A
Legal Description

Exhibit B
Pre-Annexation Agreement

PRE-ANNEXATION AGREEMENT

Pursuant to legislative authorization found in Article 11 Division 15.1 of the Illinois Municipal Code 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 John W. Kennedy parcel (29-210-200-024), and John W. Kennedy and Marilyn S. Kennedy parcel (29-210-200-025) hereinafter referred to as “Owner” enter into this Pre-Annexation Agreement (“Agreement”) for the annexation of property into the Village.

WHEREAS, Owner is the owner of record of two parcels of land with PIN 29-210-200-024 and 29-210-200-025, hereinafter further described on **Exhibit A** (“Premises”), 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; and,

WHEREAS, said Premises is not yet contiguous to the Village; and,

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

WHEREAS, the Owner desires to combine and subdivide the Premises to change from the current subdivision of a 13-acre parcel (29-210-200-025) and 1-acre parcel (29-210-200-024) to a 12-acre parcel and 2-acre parcel; and,

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

WHEREAS, all notices required to be given under the Illinois Municipal Code to enter into this Agreement, have been given.

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.

A. Owner shall file with the Village a duly executed Petition for Annexation, in accordance with the provisions of Section 7-1-8 of the Illinois Municipal Code (65 ILCS 5/7-1-8).

B. After the Owner's filing of a duly executed Petition for Annexation, and when the Property becomes contiguous to the Village, the Village shall pass an Ordinance annexing the Property into the Village, pursuant to the terms and conditions of the Agreement.

C. Upon execution of this Agreement, the Village shall permit the Owner to receive utilities service from the Village, pursuant to the Village of Chatham Code of Ordinances ("Village Code").

D. During the term of this Agreement, the Village shall charge Owner utility rates equivalent to the rate charged to similar properties situated within the corporate limits of the Village.

E. During the term of this Agreement, but only with respect to the Premises' present Owner, the Village shall rebate the Village's share of property taxes extended with respect to the 13-acre parcel or 12-acre parcel ("Large Parcel"), whatever the case may be pending the combination and subdivision, upon the annual application of Owner accompanied by proof of payment of such taxes, unless said Large Parcel is sold, divided (with the exception of the subdivision contemplated herein) or developed. If the Large Parcel is sold, divided (with the exception of the subdivision contemplated herein), or otherwise developed by Owner during the term of this Agreement, the Village's property tax rebate obligation will cease with respect to that portion of the Large Parcel.

2. ZONING.

Owner, as a condition of this Agreement, desires that the Property be zoned P-1. Within 45 days of annexation, the Village agrees to zone the property P-1, or the classification that nearest resembles the zoning classification in effect at the time of annexation to the Village, subsequent to, and subject to, any public hearings required by the Village Code and the Illinois Municipal Code. If the Village Board does not approve a zoning change of the property to P-1 within 45 days of annexation, then Owner shall be free to de-annex from the Village.

3. 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 as well as the obligations contained within this Agreement.

4. 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.

5. TERM

This Agreement shall be in effect for twenty (20) years from the date of its execution.

6. 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 Manager
116 E. Mulberry Street
Chatham, IL 62629

Owner:

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

7. 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.

8. GENERAL PROVISIONS

The following general provisions shall apply to this Agreement:

- A. Time of the Essence. Time is of the essence in the performance of this Agreement.
- B. Rights Cumulative. 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. Non-Waiver. 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. Consents. 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.

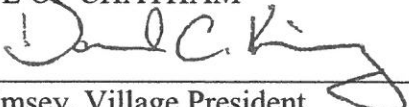
- E. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois.
- F. Severability. It is hereby expressed to be the intent of the parties to this Agreement that should any provision, covenant, 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. Entire Agreement. 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. Interpretation. 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. Exhibits. 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. Amendments and Modifications. 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. Changes in Laws. 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 he is the record and beneficial owner 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 Premises and that annexing the property is not a violation of the security interests, (iii) that he 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 Premises 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 Premises is bound or (b) violate any statute, law, restriction, court order, or agreement to which the Owner or the Premises 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.

EXECUTED and ADOPTED this 27 day of October, 2020, at Chatham, Illinois.

VILLAGE OF CHATHAM

By: 
David Kimsey, Village President

Attest:

By: 
Village Clerk

OWNER:


John W. Kennedy

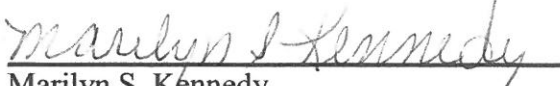

Marilyn S. Kennedy

EXHIBIT A
PLAT OF SURVEY WITH LEGAL DESCRIPTION

