

19

Returned Village of Chatham
116 E. Mulberry
To: Chatham, IL 62629
SANGAMON COUNTY, ILLINOIS

ORDINANCE
NUMBER 22-18

AN ORDINANCE ANNEXING 8895 OLD INDIAN TRAIL TO
THE VILLAGE OF CHATHAM

FILED

MAY 3, 2022

Don J. May
Sangamon County Clerk

DAVE KIMSEY, Village President
DAN HOLDEN, Village Clerk

KRISTEN CHIARO
ANDREW DETMERS
MEREDITH FERGUSON
JOHN FLETCHER
BRETT GERGER
TIM NICE
Village Trustees

FILED

MAY 31 2022

Don J. May
Sangamon County Clerk

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

PREPARED By: on May 24, 2022
Sorling Northrup - 1 North Old State Capitol Plaza, Suite 200, P.O. Box 5131, Springfield, IL 62705



ORDINANCE NO. 22 - KB

**AN ORDINANCE ANNEXING 8895 OLD INDIAN TRAIL TO
THE VILLAGE OF CHATHAM**

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, Alexander and Kelly Jones (hereinafter "Owner") is the owner of record of certain real property, legally described on **Exhibit 1** to this Ordinance (hereinafter "Unincorporated Territory"); and

WHEREAS, Owner and Village have entered into a valid Pre-annexation Agreement attached hereto as **Exhibit 2**; and

WHEREAS, said Pre-annexation Agreement is conditioned upon the Unincorporated Territory becoming contiguous to the Village on or before the expiration of the twenty-year term of the 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 of a municipality may enter into annexation agreements with owners of land of unincorporated territory, and that any such agreements shall be binding upon the successor owners of record; and,

WHEREAS, the Village is authorized to annex the Unincorporated Territory pursuant to the Illinois Municipal Code, 65 ILCS 5/7-1-1 et seq; and

WHEREAS, the Unincorporated Territory is not within the corporate limits of any municipality; and

WHEREAS, the Unincorporated Territory is contiguous to the Village; and

WHEREAS, at the time the valid and existing Pre-annexation Agreement was executed, Owner were the only electors residing in the Unincorporated Territory; and

WHEREAS, the Unincorporated Territory is currently within a fire protection district and public library district; however, the Village does not provide either fire protection services or a public library; 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 Unincorporated Territory in accordance with the Pre-annexation Agreement attached hereto.

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. Annexation. The property described in **Exhibit 1** shall be, and is hereby, annexed to the Village of Chatham in accordance with the Pre-annexation Agreement.

Section 3. Authorization. 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 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 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 24 day of May, 2022, at Chatham, Sangamon County, Illinois.

	AYE	NAY	ABSTAIN	ABSENT
KRISTEN CHIARO	✓			
ANDREW DETMERS	✓			
MEREDITH FERGUSON	✓			
JOHN FLETCHER	✓			
BRETT GERGER				✓
TIM NICE	✓			
DAVE KIMSEY				
TOTAL	5			1

Dave Kimsey

 Dave Kimsey, Village President

Attest:

Dan Holden

 Dan Holden, Village Clerk



EXHIBIT 1
LEGAL DESCRIPTION

PT S1/2 SE1/4 9-14-5 (SURVEY 2016R07051)

PIN: 29-09.0-400-036

Address: 8895 Old Indian Trail, Chatham, IL

EXHIBIT 2
PRE-ANNEXATION AGREEMENT

9



2016R19209
07/22/2016 02:01PM
REC FEE: 34.00
TOTAL: \$34.00
PAGES: 9
CHRISTINE
JOSHUA A. LANGFELDER
SANGAMON COUNTY RECORDER

SANGAMON COUNTY, ILLINOIS

ORDINANCE
NUMBER 16-29

**AN ORDINANCE AUTHORIZING THE EXECUTION OF
AN ANNEXATION AGREEMENT
(Alex J. Jones IV- 1.00 acre tract, Old Indian Trail Road)**

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

MARK CLAYTON
DAVID KIMSEY
NINA LINDHORST
MATT MAU
JOE SCHATTEMAN
TERRY FOUNTAIN
Village Trustees

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

on 6/28, 2016

Prepared By + Return To:

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

Ordinance No. 16- 29

**AN ORDINANCE AUTHORIZING THE EXECUTION OF
AN ANNEXATION AGREEMENT
(Alex J. Jones IV- 1.00 acre tract, Old Indian Trail Road)**

WHEREAS, the Village of Chatham, Sangamon County, Illinois ("Village") is a duly created, organized and validly existing municipality of the State of Illinois under the 1970 Illinois Constitution ("Constitution") and the laws of the State of Illinois, including particularly the Illinois Municipal Code (the "Municipal Code"), and all laws amendatory thereof and supplementary thereto (Chapter 65, Act 5, Illinois Compiled Statutes (1996)); and

WHEREAS, it is in the best interests of the Village of Chatham, Sangamon County, Illinois, that a certain annexation agreement pertaining to the real estate located on Old Indian Trail Road, Chatham, Illinois, and more specifically identified in the attached Exhibit "A", which is incorporated herein, be entered into; and

WHEREAS, a single annexation agreement has been drafted, a copy of which is attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, the owner of the property, Alex J. Jones IV, is ready, willing and able to enter into that agreement and to perform the obligations as required hereunder; and

WHEREAS, the statutory procedures provided in Sections 11-15.1-1 and 11-15.1-3 of the Illinois Municipal Code for the execution of the annexation agreement have been fully complied with.

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

SECTION 1: 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.

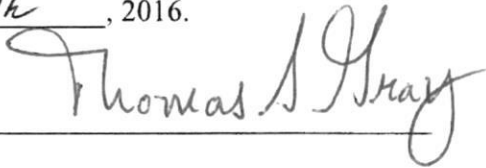
SECTION 2: The Village President is hereby authorized and directed, and the Village Clerk is directed, to attest to the attached annexation agreement.

SECTION 3: This Ordinance is effective upon its passage and approval as provided by law.

	YES	NO	ABSENT	PRESENT
MARK CLAYTON	✓			
DAVID KIMSEY	✓			
NINA LINDHORST	✓			
MATT MAU			✓	
JOE SCHATTEMAN	✓			
TERRY FOUNTAIN	✓			
THOMAS S. GRAY				
TOTAL	5		1	

PASSED this 28 day of JUNE, 2016.

APPROVED by the President of the Village of Chatham, Illinois this 28 day of JUNE, 2016.



VILLAGE PRESIDENT

ATTEST:



VILLAGE CLERK

EXHIBIT A (16-29)

as made for:
ALEX J JONES IV
8813 OLD INDIAN TRAIL
CHATHAM IL 62629

PLAT OF SURVEY

PART OF THE SOUTH HALF OF THE
SOUTHEAST QUARTER OF SECTION 9 IN
TOWNSHIP 14 NORTH, RANGE 5 WEST OF THE
3rd P.M., SANGAMON COUNTY, ILLINOIS.

SURVEY PLAT
T14N-R5W

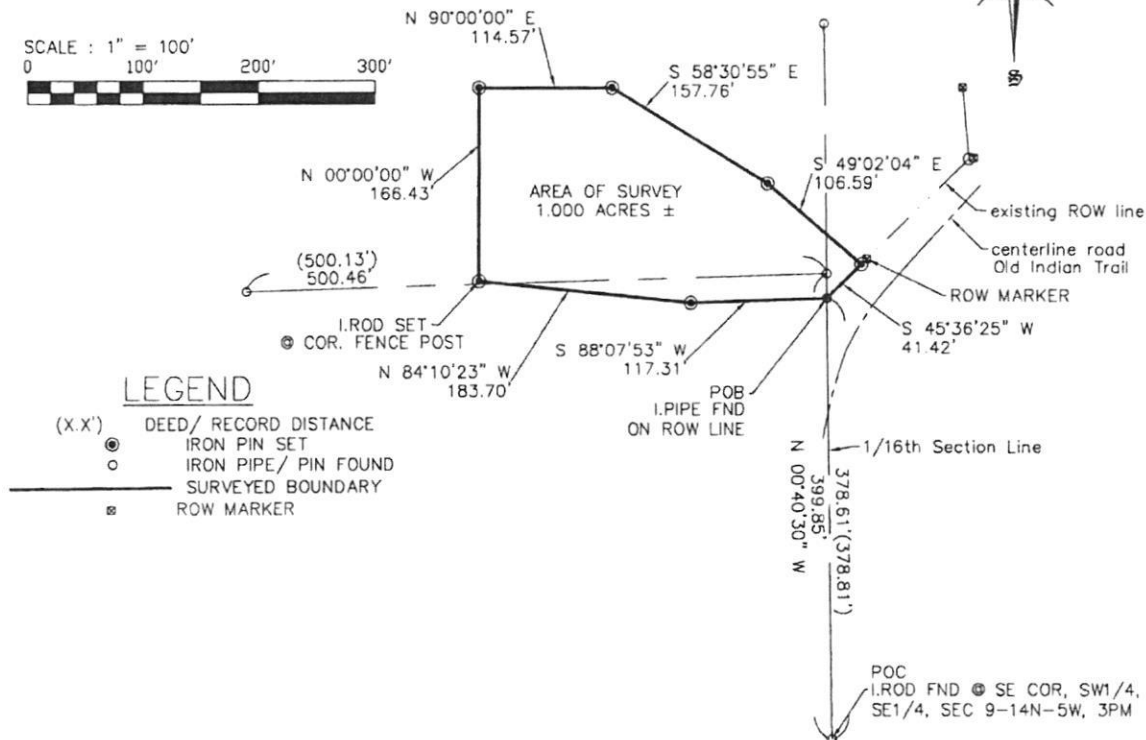
LEGAL DESCRIPTION:

A TRACT OF LAND LYING IN AND BEING A PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 14 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, SANGAMON COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON ROD MARKING THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SOUTHEAST QUARTER; THENCE NORTH 00°40'30" WEST ON THE EAST LINE OF SAID QUARTER QUARTER, A DISTANCE OF 378.61 FEET TO A FOUND IRON PIPE MARKING THE POINT OF BEGINNING,

FROM SAID POINT OF BEGINNING; THENCE SOUTH 88°07'53" WEST, 117.31 FEET TO A SET IRON ROD; THENCE NORTH 84°10'23" WEST, 183.70 FEET TO A SET IRON ROD; THENCE NORTH 00°00'00" WEST, 166.43 FEET TO A SET IRON ROD; THENCE NORTH 90°00'00" EAST, 114.57 FEET TO A SET IRON ROD; THENCE SOUTH 58°30'55" EAST, 157.76 FEET TO A SET IRON ROD; THENCE SOUTH 49°02'04" EAST, 106.59 FEET TO A SET IRON ROD ON THE NORTHWESTERLY RIGHT OF WAY LINE OF OLD INDIAN TRAIL; THENCE SOUTH 45°36'25" WEST ON SAID R.O.W. LINE, 41.42 FEET TO THE POINT OF BEGINNING, CONTAINING, 1.000 ACRES m/l , ALL AS PER SURVEY IN MARCH OF 2016 OF HANS B. DISTLEHORST, ILLINOIS PROFESSIONAL LAND SURVEYOR #35-3271.

SCALE : 1" = 100'



LEGEND

- (X.X') DEED/ RECORD DISTANCE
- IRON PIN SET
- IRON PIPE/ PIN FOUND
- SURVEYED BOUNDARY
- ROW MARKER

CHATHAM, ILLINOIS - PLAT OFFICER APPROVAL

NOTES:

FIELD WORK COMPLETED MARCH 11-2016.

PART OF TAX#29-09-400-031

NO TITLE SEARCH WAS PROVIDED TO OR PERFORMED BY THE SURVEYOR FOR THIS SURVEY WHICH MAY DISCLOSE ANY RECORDS OF EASEMENTS, RIGHT OF WAYS, ENCUMBRANCES, OR OTHER FACTS RELATED TO THIS PROPERTY.

BASIS OF BEARINGS IS ILL STATE PLANE WEST ZONE, NAD83(2011)(EPOCH: 2010000); ORTHO-NAVDB8(GEIOD12A)

THE ABOVE DESCRIBED PARCEL IS LOCATED IN ZONE X FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY; AS PER MAP #17167C0420F DATED 8-2-2007.

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

REFERENCE TO PLAT OF SURVEY, RECORDED AS DOC#97-35700, G136B, 1997.



ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3271
LICENSE EXPIRES NOVEMBER 30, 2016

EMAIL: hans.svis@comcast.net

Sangamon Valley Surveying
& Consulting, P.C.

5560 GRIFFITT LANE, RIVERTON, IL 62561

Ph./fax (217)629-7773 or (217)652-6772
Professional Design Firm No. 184-004490

Drawn by: HBD Date: 3-14-2016
Job No.: 2016-026 Sheet: 1 of 1

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 Alex J. Jones V, 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, and is not currently contiguous to the Village; and

WHEREAS, the Owner is desirous of having said premises zoned P1 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, All notices required to be given under the Illinois Municipal Code, 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. Upon the Property becoming contiguous to the corporate limits of the Village of Chatham, Alexander J. Jones V, or his successor(s), heir(s), 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. The Village, upon the Property becoming contiguous to the corporate limits of the Village of Chatham, and upon the submittal of a duly executed Petition for Annexation, shall pass an Ordinance annexing the Property into the Village.

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, or Owner's tenants, utility rates equivalent to the rate charged to similar properties situated within the corporate limits of the Village.

2. ZONING.

Upon annexation, the Village agrees to zone the property P1, 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.

3. 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, systems.
- B. Owner shall deed to the Village, in a manner acceptable to the Village Board, 40 feet on the East side of the Annexation Territory (shown in the Plat of Survey attached as Exhibit A) for the purposes of Village road right-of-way and utility placement.

4. 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.

5. 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.

6. TERM

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

7. 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

Alex J. Jones V
8813 Old Indian Trail
Chatham, IL 62629

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

8. 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.

9. 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 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

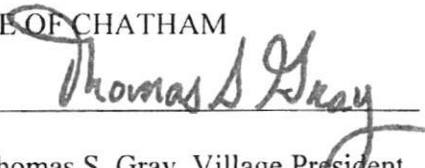
Agreement and to bind the Property as set forth in this Agreement, (iv) that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken, and (v) that neither the execution of this Agreement nor the performance of the obligations assumed by the Owner 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.

EXECUTED and ADOPTED this 28 day of JUNE, 2016, at Chatham, Illinois.

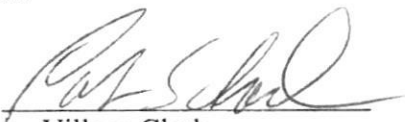
VILLAGE OF CHATHAM

By: _____

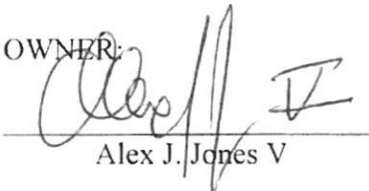

Thomas S. Gray, Village President

Attest:

By: _____


Village Clerk

OWNER:


Alex J. Jones V



* 2016R10752 *

05/03/2016 03:39PM

REC FEE: 30.00

RHSP FEE: 9.00

TOTAL: \$39.00

PAGES: 4

KTH

JOSHUA A. LANGFELDER
SANGAMON COUNTY RECORDER

COPY

TRUSTEE'S DEED

Grantors, **ALEXANDER J. JONES IV** and **ALEXANDER J. JONES V**, as Co-Trustees of the Alexander J. Jones IV Trust created under the Last Will and Testament of Alexander James Jones III, for and in consideration of the sum of Two and More Dollars in hand paid, grant, sell and convey to Grantee, **ALEXANDER J. JONES V**, of the County of Sangamon and State of Illinois, the following described real property, to have and to hold said premises forever, provided that Grantee shall not sell or convey said premises, nor any part thereof, for a period of three years from and after this date, and shall complete construction of a residence for personal use upon said premises within three years from and after this date, and in the event that Grantee does not construct said residence within three years from and after this date, then this deed shall be null and void and said premises shall revert to Grantors, their successors or assigns:

A TRACT OF LAND LYING IN AND BEING A PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 14 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, SANGAMON COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON ROD MARKING THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SOUTHEAST QUARTER; THENCE NORTH 00 DEGREES 40 MINUTES 30 SECONDS WEST ON THE EAST LINE OF SAID QUARTER QUARTER, A DISTANCE OF 378.61 FEET TO A FOUND IRON PIPE MARKING THE POINT OF BEGINNING, FROM SAID POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 07 MINUTES 53 SECONDS WEST, 117.31 FEET TO A SET IRON ROD; THENCE NORTH 84 DEGREES 10 MINUTES 23 SECONDS WEST, 183.70 FEET TO A SET IRON ROD; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 166.43 FEET TO A SET IRON ROD; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 114.57 FEET TO SET IRON ROD; THENCE SOUTH 58 DEGREES 30 MINUTES 55 SECONDS EAST, 157.76 FEET TO A SET IRON ROD; THENCE SOUTH 49 DEGREES 02 MINUTES 04 SECONDS EAST, 106.59 FEET TO A SET IRON ROD ON THE NORTHWESTERLY RIGHT OF WAY LINE OF OLD INDIAN TRAIL; THENCE SOUTH 45 DEGREES 36 MINUTES 25 SECONDS WEST

ON SAID R.O.W. LINE, 41.42 FEET TO THE POINT OF BEGINNING, CONTAINING 1.000 ACRES, MORE OR LESS, AS PER SURVEY IN MARCH OF 2016 OF HANS B. DISTLEHORST, ILLINOIS PROFESSIONAL LAND SURVEYOR #35-3271, RECORDED MARCH 28, 2016 AS DOCUMENT NO. 2016R07051.

SITUATED IN SANGAMON COUNTY, ILLINOIS.

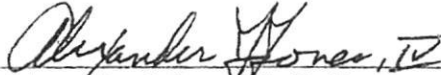
Together with all easements and appurtenances in favor of said real property.

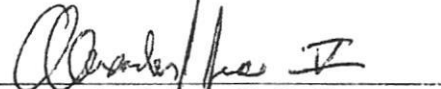
Subject to all real estate taxes and special assessments; all covenants, easements, reservations, restrictions and roadways of record or in place, if any; and building, use and occupancy restrictions imposed by state and local governments, zoning laws and ordinances, if any.

Parcel ID Number: Part of 29-09-400-031.
Common Address: No common address.


Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

In Witness Whereof, ALEXANDER J. JONES IV and ALEXANDER J. JONES V warrant and certify that they are Co-Trustees of the Alexander J. Jones IV Trust, that this deed is executed pursuant to and in the exercise of the power and authority granted to and vested in them as Co-Trustees by and in accordance with the terms and provisions of such trust, and that as such Co-Trustees they are duly authorized to execute and deliver this instrument and have executed this instrument this 30 day of April, 2016.


Alexander J. Jones IV, Co-Trustee
of the Alexander J. Jones IV Trust


Alexander J. Jones V, Co-Trustee
of the Alexander J. Jones IV Trust




Alexander J. Jones V, Co-Trustee

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that **Alexander J. Jones IV, as Co-Trustee of the Alexander J. Jones IV Trust**, 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 as such Trustee he signed, sealed and delivered said instrument as his free and voluntary act as Trustees as aforesaid for the uses and purposes therein set forth.

Given under my hand and seal this 2 day of May, 2016.



Cathy J. Chandler
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF Sangamon)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that **Alexander J. Jones V, as Co-Trustee of the Alexander J. Jones IV Trust**, 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 as such Trustee she signed, sealed and delivered said instrument as her free and voluntary act as Trustee as aforesaid for the uses and purposes therein set forth.

Given under my hand and seal this 30 day of April, 2016.



Macy Hamilton
Notary Public

Exempt under provisions of Paragraph (e)
of §31-45 of the Real Estate Transfer Tax Law.

5/2/2016
Date

Alexander J. Jones V
Buyer, Seller or Representative

Tax bill to:

Alexander J. Jones V
203 Foxx Manor
Chatham, Illinois 62629

Prepared by and Return to:

Kristina B. Mucinskas
Hart, Southworth & Witsman
1 North Old State Capitol Plaza, Suite 501
Springfield, Illinois 62701

AFFIDAVIT FOR PURPOSE OF PLAT ACT AND SURVEY REQUIREMENTS

(Relevant Zoning and Subdivision Ordinances Will Also Apply)

STATE OF ILLINOIS)
)
COUNTY OF SANGAMON)

SS

DATE: May 3, 2016

Affiant is a resident of Sangamon County and is (one of) (agent for) the grantor(s) in a deed bearing the above date transferring an interest in the real estate described in the accompanying document(s). Affiant further states this transfer is exempt from the Illinois Plat Act because it is:

- (X) a. NOT A DIVISION OF LAND;
 - (X) 1. Conveyance of entire parcel as described in current tax records,
 - () 2. Conveyance of a parcel resulting from a division contained in a document recorded prior to November 1, 1987. Indicate the recording date _____ and the document number _____.
- () b. A division or subdivision of land into tracts five acres or more in size which does not involve any new streets or easements of access;
 - ** () 1. Division by metes and bounds description;
 - () 2. Fractional Parts Division;
- () c. A division of lots or blocks in any approved and recorded subdivision which does not involve any new streets or easement access;
 - ** () 1. Division is being done to create a new building site;
 - () 2. Division is being done to add land to a contiguous lot and no drainage or utility easements are affected;
- ** () d. A sale or exchange of land between owners of adjoining and contiguous land provided a new building site is not being created,
- () e. A conveyance of land for use as a right of way for railroad or other public utilities which does not involve any new streets or easements access;
- () f. A conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
- () g. A conveyance of land for highway or other public purposes and grants relating to the dedication or vacation of land for public use;
- () h. A conveyance made to correct descriptions in prior conveyances.
- () i. A conveyance of land resulting from the one-time division of a parcel which is less than 5 acres and existed on July 17, 1959 and which does not involve any new streets or easements of access.
- ** () j. A conveyance of land less than five acres resulting from the one-time division of a parcel greater than 5 acres which existed on October 1, 1973 and which does not involve any new streets or easements of access.
- ** () k. A division of land to allow fee simple sale of a duplex.
- ** () l. Division meets criteria for agricultural exemption.

** If an exemption with a double asterisk is checked also check one of the following:

___ Plat Officer Approval is required and attached.

___ Plat Officer Approval is not required because parcel is located wholly within municipal limits of _____ which does not require Plat Officer review.

___ Agricultural Exemption Certificate Attached.

Further affiant sayeth not.

Signature: Sheila C. Sullivan

2022R11718

05/31/2022 10:38 AM

REC FEE 27.00

GIS FEE 18.00

TOTAL: 45.00

PAGES: 20 CHRISTINE

JOSHUA A LANGFELDER
SANGAMON COUNTY RECORDER

COVER PAGE

THIS PAGE HAS BEEN ADDED FOR ADMIN PURPOSES PURSUANT TO

55 ILCS 5/3-5018

SANGAMON COUNTY ILLINOIS RECORDER
JOSHUA A. LANGFELDER