

**Ordinance No. 03-77**

**AN ORDINANCE AUTHORIZING EXECUTION OF AN  
ANNEXATION AGREEMENT CONCERNING CERTAIN PROPERTY  
KNOWN AS THE JOHNSON PARCEL**

**WHEREAS**, it is in the best interests of the Village of Chatham (the "Village"), Sangamon County, Illinois, that a certain Annexation Agreement, a true and correct copy of which is attached hereto and incorporated herein by reference, be entered into; and

**WHEREAS**, Agnes and Wayne Johnson (collectively, the "Owners") are ready, willing and able to enter into said Agreement and to perform the obligations as required there under; and

**WHEREAS**, the statutory procedures provided in 65 ILCS 5/11-15.1-1 et seq. of the Illinois Municipal Code, as amended, have been fully complied with, including a public hearing, which has been conducted before the Corporate Authorities of the Village upon notice given in accordance with the law.

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

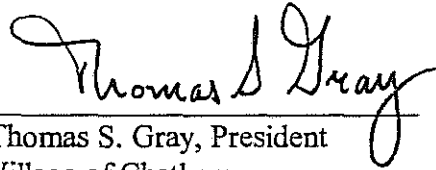
**SECTION 1:** That the Village President be and is hereby authorized and directed to execute, and the Village Clerk is hereby authorized and directed to attest, duplicate original copies of said Annexation Agreement, a copy of which is attached hereto and made a part hereof as Exhibit A.

**SECTION 2:** If any section, paragraph, subdivision, clause, sentence or provision

of this Ordinance shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

**SECTION 3:** All ordinances or parts if ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 4:** This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.



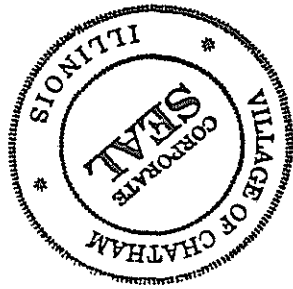
Thomas S. Gray, President  
Village of Chatham

ATTEST

  
Pat Schad, Village Clerk

AYES: 6 KAUNANAH, HEER, McADAMS, Boyle, McEARTH, McGRATH  
NAYS: 0  
ABSENT: 0

PASSED: 12-16-03  
APPROVED: 12-16-03  
PUBLISHED: 12-16-03



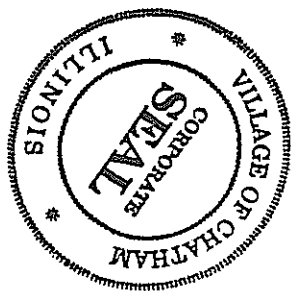
## CERTIFICATION

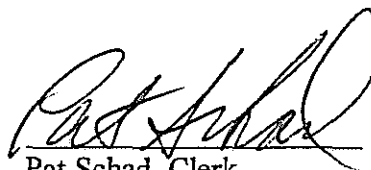
I do hereby certify that I am the duly appointed, acting and qualified Clerk of the Village of Chatham, Sangamon County, Illinois, and that as such Clerk, I am the keeper of the records and minutes and proceedings of the President and Board of trustees of said Village of Chatham.

I do further certify that at a regular meeting of the President and the Board Of Trustees of the Village of Chatham, held on the 16<sup>th</sup> day of December, 2003, the foregoing Ordinance 03-77 entitled An Ordinance Authorizing Execution of an Annexation Agreement Concerning Certain Property Known as the Johnson Parcel was duly passed by the President and Board of Trustees of the Village of Chatham.

I do further certify that the original, of which the attached is a true and correct copy, is entrusted to me as the Clerk of said village for safekeeping, and that I am the lawful custodian and keeper of the same.

Given under my hand and seal of the Village of Chatham this 16<sup>th</sup> day of December, 2003.



  
Pat Schad, Clerk  
Village of Chatham

This Space for Recorder

**ANNEXATION AGREEMENT**

THIS AGREEMENT is made by Agnes and Wayne Johnson, (Owners"), and the Village of Chatham, Illinois (the "Village"), an Illinois municipal corporation, all of Sangamon County, Illinois, and is effective this 16 day of DECEMBER, 2003.

WHEREAS, Agnes and Wayne Johnson are the record Owners of property legally described as Part of the Northeast Quarter of the Northeast Quarter of Section 15, Township 14 North Range 6 West of the Third Principal Meriden, Sangamon County, Illinois, described as follows: Beginning at the Northwest Corner of the Northeast Quarter of said Section 15; thence East on the Section line 190.00 feet; thence deflecting to the Right 89 degrees 22'-2", 330.40 feet; thence deflecting to the right 90 degrees 37'-58". 190.00 feet; thence deflecting to the right 89 degrees 22'-02", 330.40 feet; to the Point of Beginning, containing 1.441 acres, more or less. Except that part dedicated for the Right of Way purposes, containing a net acreage of 1.00 acres, more or less; and

WHEREAS, the Property is located in unincorporated Sangamon County, Illinois, and is not contiguous to the corporate limits of the Village;

WHEREAS, Owner wishes to annex the Property to the Village and obtain an initial

zoning upon annexation of P-1; and

WHEREAS, in reliance upon the development of the Property in the manner proposed, the Owner has executed all petitions and other documents that are necessary to accomplish the annexation of the property to the Village, and

WHEREAS, in accordance with the powers granted to the Village by the provisions of the Illinois Compiled Statutes, 65ILCS 5/11-15.105, inclusive, relating to annexation agreements, the Parties wish to enter into a binding agreement with respect to the annexation of the Property to the Village and to provide for various other matters related directly or indirectly to the annexation of the Property as authorized by the provisions of said statutes; and

WHEREAS, pursuant to due notice and publication in the manner provided by law, the appropriate authorities of the Village have held such public hearing and have taken all further action required by the provisions of the Illinois Compiled Statutes and the ordinances of the Village relating to the procedure for authorization, approval and execution of this Agreement by the Village.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions herein contained, and by authority of an in accordance with the aforesaid statutes of the State of Illinois, the Parties agree as follows:

1. Owner has petitioned to annex the Property conditional upon this Agreement; a copy of the petition is attached hereto as Exhibit "A".
2. An Annexation Agreement shall be enacted by the President and Board of Trustees within 30 days of the adoption of this agreement.
3. Annexation shall be expressly conditioned and contingent upon the simultaneous zoning classification of the Property as P-1. Any ordinance annexing the Property

or any part thereof without simultaneous initial zoning classification of P-1 shall be void unless this Agreement has been amended as hereafter provided.

4. As provided in Section 11-15.1-2.1 of the Illinois Municipal Code, the Property shall be subject to the ordinances, control and jurisdiction of the Village in all respects the same as property that lies within the Village's corporate limits. If, during the term of this Agreement, except as otherwise specifically agreed upon in this Agreement, any existing, amended, modified or new ordinances, codes or regulations affecting the zoning, subdivision, development, construction of improvements, buildings or appurtenances, or any other development of any kind or character upon the Property are amended or modified in a manner to impose less restrictive requirements on development of, or construction upon, properties in similarly zoned and developed parcels within the Village not subject to annexation agreements, then the benefit of such less restrictive requirements shall inure to the benefit of the Owner, and anything to the contrary contained herein notwithstanding, the Owner may elect to proceed with respect to the development of, or construction upon, the Property with the less restrictive amendment or modification applicable generally to all properties within the Village except those subject to annexation agreements.
5. 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 except as otherwise provided herein. However, in the event of a conflict between the Village ordinances and this Agreement, this Agreement shall prevail.

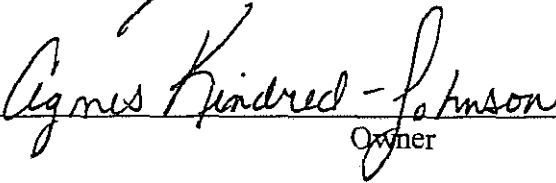
6. The owner agrees to grant to the Village easements required from time to time, for the benefit of the Property, at locations mutually satisfactory to the Village and the Owner. The Village further agrees that, in the event that Owner is unable to obtain utility easements over, under, across or through Property which may be necessary or appropriate for the development of the Property, in conditions acceptable to the Owner, the Village will use its powers of condemnation to acquire such easements. The Owner shall pay for all reasonable costs and expenses incurred by the Village in securing of such easements on behalf of the Owner.
7. All public improvements installed by the Owner shall, upon inspection and approval by the Village, be accepted by and owned and maintained by the Village. Public improvements shall be accepted per the Village Subdivision Ordinance.
8. This Agreement is binding upon the parties hereto, their respective heirs, executors, personal representatives, corporate authorities, administrators, successors and assigns. This Agreement and all provisions herein shall be a covenant running with the land legally described herein. This Agreement shall be effective for twenty years from the date of execution.
9. This Agreement shall only be amended by writing, signed by the parties and approved by the Village by ordinance. After execution of this agreement, changes in zoning or variances requested and granted pursuant to Village Ordinances shall not require formal amendment of this Agreement.
10. 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.

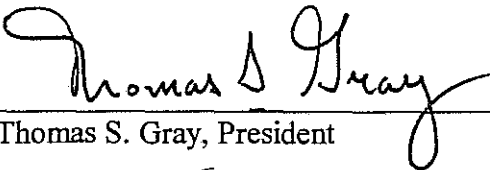
11. The Village shall, at its expense, record this Agreement with the Sangamon County Recorder of Deeds within 30 days of its execution.

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, the time for such performance shall be extended by the amount of time of such delay. IN WITNESS WHEREOF, the parties have executed this Agreement on this 16 day of DECEMBER, 2002.

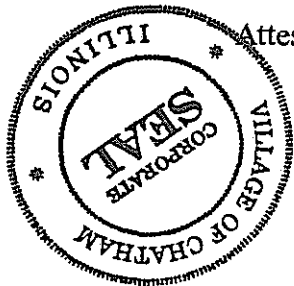
  
\_\_\_\_\_  
Owner

  
\_\_\_\_\_  
Owner

VILLAGE OF CHATHAM, ILLINOIS

BY:   
\_\_\_\_\_  
Thomas S. Gray, President

Attest:   
\_\_\_\_\_  
Pat Schad, Village Clerk



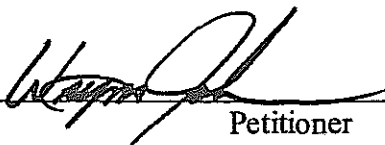


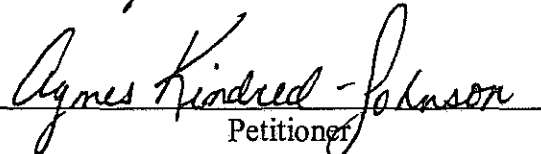
PETITION FOR ANNEXATION

Agnes and Wayne Johnson being duly sworn on their oath, hereby petition 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, the legal description of which is Part of the Northeast Quarter of the Northeast Quarter of Section 15, Township 14 North Range 6 West of the Third Principal Meriden, Sangamon County, Illinois, described as follows: Beginning at the Northwest Corner of the Northeast Quarter of said Section 15; thence East on the Section line 190.00 feet; thence deflecting to the Right 89 degrees 22'-2", 330.40 feet; thence deflecting to the right 90 degrees 37'-58". 190.00 feet; thence deflecting to the right 89 degrees 22'-02", 330.40 feet; to the Point of Beginning, containing 1.441 acres, more or less. Except that part dedicated for the Right of Way purposes, containing a net acreage of 1.00 acres, more or less. An Annexation map attached hereto marked as Exhibit "A". Petitioner hereby states as follows:

1. The described territory is contiguous to the Village of Chatham.
2. The described territory is not within the corporate limits of any other municipality.
3. The Petitioners are the sole Owners of record of the property, and they comprise 100% of the electors residing therein.
4. This Petition is contingent upon the grant of P-1 zoning for the above referenced subject property.

WHEREFORE, the undersigned Petitioners, hereby request that the described real estate be annexed to the Village of Chatham, Sangamon County, Illinois.


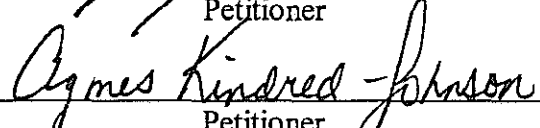
  
\_\_\_\_\_  
Petitioner

  
\_\_\_\_\_  
Petitioner

STATE OF ILLINOIS        )  
                                  ) SS.  
COUNTY OF SANGAMON )

VERIFICATION

Agnes and Wayne Johnson being duly sworn on oath, depose and state that they have reviewed the foregoing Petition for Annexation, and the statements therein made are true and correct.

  
\_\_\_\_\_  
Petitioner  
  
\_\_\_\_\_  
Petitioner

SUBSCRIBED AND SWORN TO before me

this \_\_\_\_ day of \_\_\_\_\_, 2003.

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