

Ordinance No. 96-119

**AN ORDINANCE APPROVING THE FINAL PLAT OF SUBDIVISION  
OF GLENWOOD LAKE ESTATES SUBDIVISION**

**WHEREAS**, on October 3, 1996 the Village of Chatham Planning Commission met and recommended approval of the final plat of subdivision of Glenwood Lake Estates Subdivision;

**WHEREAS**, the Consulting Engineer for the Village has recommended approval of such Plat, subject to a letter of credit as set forth in Exhibits A and B 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:** The final plat of subdivision of Glenwood Lake Estates and covenants and documents thereto attached are hereby approved.

**SECTION 2:** The President is authorized and directed to sign said Plat on behalf of the Village.

**SECTION 3:** As recommended by the Village's Consulting Engineer pursuant to Exhibit A hereto, surety in the amount of \$125,000 for construction of the public improvements in Glenwood Lake Estates Subdivision is hereby approved. The letter of credit issued by Bank of Springfield on October 8, 1996 attached as Exhibit B is approved as surety therefor.

**SECTION 4:** This Ordinance is effective immediately.

PASSED this 8 day of Oct, 1996.

Linda Koester  
LINDA KOESTER, VILLAGE PRESIDENT

ATTEST:

Penney Mooney  
Village Clerk

AYES: 6  
NAYS: 0  
PASSED: 10/8/96  
APPROVED: 10/8/96  
ABSENT: 0

**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. 96-119, adopted by the President and Board of Trustees of said Village on the 8 day of Oct, 1996, said Ordinance being entitled:

**AN ORDINANCE APPROVING THE FINAL PLAT OF SUBDIVISION  
OF GLENWOOD LAKE ESTATES**

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 8 day of Oct, 1996.

  
\_\_\_\_\_  
Village Clerk



**GREENE & BRADFORD, INC.**  
OF SPRINGFIELD  
CONSULTING ENGINEERS

3501 CONSTITUTION DRIVE  
SPRINGFIELD, ILLINOIS 62707  
(217) 793-8844  
(217) 793-6227 FAX

October 3, 1996

Mr. Steve Hendrix, Chairman  
CHATHAM PLANNING COMMISSION  
116 East Mulberry Street  
Chatham, IL 62629

RE: Final Plat Review  
Glenwood Lake Estates  
G&B# 95242



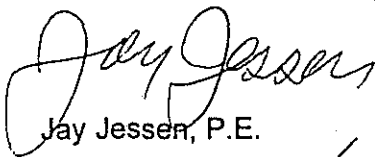
Dear Steve:

We have reviewed the above final plat per our ordinance and have the final comments:

1. It should be noted that the Whitetail Run entrance was deleted to the I-55 Frontage Road per the Developer's request. (The preliminary plan originally indicated this entrance.)
2. Per Section 26, Item 2, 12 and 13 are not met since there is not enough information to re-establish all lot corners, e.g. no curve data, no interior angles (or bearings).
3. The 15' utility easement should be shown as on the plat. (It is called out in the notes only.) The 15' area between lots 26 and 27 should be labeled as public walk way.
4. Since Lot 34 is less than 12,000 s.f. and is a park, it should be denoted as such. Lot 44 does not meet the minimum frontage of 80'.
5. Lot 60 should be reserved for detention and utilities. The 100 year flood elevation should be indicated. (Builders may want to construct walkouts.) Also, the Developer may want to consider an easement around the lake for future maintenance.

If you have any questions, please contact me at our office.

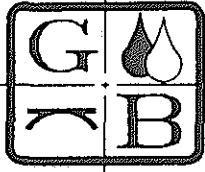
Respectfully,  
**GREENE & BRADFORD, INC.**

  
Jay Jessen, P.E.

xc: John Myers ✓  
Meredith Branham & Del McCord - Village of Chatham  
Boyer Engineering

JJ/srf  
s:\952421.002

EXHIBIT A



**GREENE & BRADFORD, INC.**  
OF SPRINGFIELD  
CONSULTING ENGINEERS

3501 CONSTITUTION DRIVE  
SPRINGFIELD, ILLINOIS 62707  
(217) 793-8844  
(217) 793-6227 FAX

October 3, 1996

Mr. Del McCord  
Village of Chatham  
116 East Mulberry Street  
Chatham, IL 62629

RE: Letter of Credit  
Glenwood Lake Estates  
G&B# 95242

Dear Del:

I have reviewed Boyer Engineering's letter of credit and have approved the revised amount of \$125,000 as indicated.

A final inspection will need to be held as soon as possible to "wrap up" all testing / reports and the as-builts to be submitted since the subdivision is close to being completed.

If you have any questions, please contact me at our office.

Respectfully,  
**GREENE & BRADFORD, INC.**

Jay Jessen, P.E.

xc: John Myers ✓  
Meredith Branham  
Boyer Engineering

JJ/srf  
s:\952421.003

**BANK OF  
SPRINGFIELD**  
2600 STEVENSON DRIVE  
SPRINGFIELD, ILLINOIS 62703  
TELEPHONE 217/529-5555  
**'LENDER'**

BENEFICIARY	
VILLAGE OF CHATHAM ATTN: VILLAGE ENGINEER	
116 E. MULBERRY CHATHAM, IL. 62629 TELEPHONE NO.	ADDRESS
	IDENTIFICATION NO.

**IRREVOCABLE  
LETTER OF  
CREDIT**

NO.: \_\_\_\_\_

BORROWER	EXPIRATION DATE
BLUE BIRD DEVELOPMENT LLC /dba/ GLENWOOD LAKE ESTATES JOHN M. SGRO PETER J. SGRO JAMES M. SGRO CAROL E. SGRO	This Letter of Credit shall expire upon the earlier of: 1. the close of business on <u>OCTOBER 8, 1997</u> and all drafts and accompanying statements or documents must be presented to Lender on or before that time; or 2. the day that Lender honors a draw under which the full amount of this Letter of Credit is drawn.
15 FAIRVIEW LANE SPRINGFIELD, IL 62707 TELEPHONE NO. 217-529-8554	
ADDRESS	
IDENTIFICATION NO.	

Lender identified above hereby establishes an Irrevocable Letter of Credit in favor of Beneficiary for a sum not exceeding the aggregate amount of ONE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 Dollars (\$ 125,000.00). These funds shall be made available to Beneficiary against Lender's receipt from Beneficiary of drafts drawn at sight on Lender at its address indicated above (or such other address that Lender may provide Beneficiary with written notice of in the future) and accompanied by the signed written statements or documents indicated below.

**WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT THE PARTY IN WHOSE FAVOR THIS LETTER OF CREDIT IS BEING ISSUED TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.**

**1. DRAFT TERMS AND CONDITIONS**

Lender shall honor the drafts submitted by Beneficiary under the following terms and conditions:  
COPY OF LETTER FROM VILLAGE TO BLUE BIRD DEVELOPMENT LLC DESIGNATED BY THE VILLAGE AS A FINAL INSPECTION LETTER AND DETAILING WORK TO BE COMPLETED INCLUDING COST ESTIMATES.  
STATEMENT SIGNED BY THE VILLAGE ENGINEER OF THE VILLAGE OF CHATHAM, CHATHAM ILLINOIS AS FOLLOWS: "THE PUBLIC IMPROVEMENTS FOR WHICH THIS CREDIT IS SECURITY HAVE NOT BEEN COMPLETED AS REQUIRED BY THE CODE OF THE VILLAGE OF CHATHAM, AND BANK OF SPRINGFIELD IS HEREBY RELEASED OF LIABILITY UNDER THIS CREDIT TO THE EXTENT OF EACH DRAW UNDER THE CREDIT."

Upon Lender's honor of such drafts and payment to the Beneficiary, Lender, once the full amount of credit available under this Letter of Credit has been drawn, shall be fully discharged of its obligations under this Letter of Credit and shall not thereafter be obligated to make any further payments under this Letter of Credit in respect of such demand for payments to Beneficiary or any other person. If a non-conforming demand is made, Lender shall notify Beneficiary of its dishonor on or before the time mentioned in Section 5 below.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit after Lender honors any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by any party or under the name of any party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary. By paying to Beneficiary an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary or any other person for or in respect to any amount so paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or confirmer, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender and confirmer any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

**2. USE RESTRICTIONS**

All drafts must be marked "DRAWN UNDER IRREVOCABLE LETTER OF CREDIT NO. \_\_\_\_\_ DATED OCTOBER 8, 1996". Only Beneficiary may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit.

If checked, a copy of this Letter of Credit must accompany each draft and the amount of each draft shall be marked on the draft. Beneficiary shall maintain possession of Letter of Credit until the full amount of this Letter of Credit has been drawn. Once the full amount is drawn, Beneficiary shall return the Letter of Credit to Lender.

Partial draws  are permitted  are not permitted under this Letter of Credit. Lender's honor of a draw shall automatically reduce the amount of credit available under this Letter of Credit.

**3. ASSIGNMENT OR TRANSFER**

This Letter of Credit may be assigned or transferred by Beneficiary upon providing Lender with prior written notice of the assignment or transfer. Such transferee shall be deemed the Beneficiary of this Letter of Credit and the sole permitted signed of any further demands under this Letter of Credit for payment and transfer.

The right to draw under this Letter of Credit shall be nontransferable, except for:

- A. A transfer by direct operation of law to the original beneficiary's administrator, executor, bankruptcy trustee, receiver, liquidator, successor, or other representatives at law; and
- B. The first immediate transfer by such legal representative to a third party after express approval of a governmental body (judicial, administrative, or executive).

**4. TRANSFEREE'S REQUIRED DOCUMENTS**

When the presenter is a legal representative under subparagraph 3.A. or a third party under subparagraph 3.B., the documents required for a draw shall include:

- A. All documents required elsewhere in this Letter of Credit, except that such documents may be in the name of either the original beneficiary or the presenter permitted by paragraph 3; and
- B. A certified copy of the one or more documents which show the presenter's authority to claim through or to act with authority for the

EXHIBIT B

**5. TIMING OF DISHONOR**

To the extent not prohibited by law, Lender shall honor or dishonor any draw submitted in connection with this Letter of Credit within five (5) banking days. Although Lender shall be entitled to honor or dishonor a draw beyond the expiration date of this Letter of Credit, Beneficiary shall not be entitled to submit a draw request or provide Lender with any documents in support of a draw after the expiration date hereof.

**6. MODIFICATION**

The modification or waiver of any of Lender's or Beneficiary's obligations or rights under this Letter of Credit must be contained in a writing signed by Lender. A waiver on one occasion shall not constitute a waiver on any other occasion.

**7. COMPLIANCE BURDEN**

Under no circumstances shall Lender be held responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary; and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

**8. NON-SEVERABILITY**

If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within the Letter's body.

**9. CHOICE OF LAW/JURISDICTION**

This Letter of Credit shall be governed by the laws of the state indicated in Lender's address to the extent not governed by the International Chamber of Commerce Uniform Customs and Practice for Documentary Credits, 1993 Revision, ICC Publication No. 500, and to the extent such laws are not inconsistent with the terms of this Letter of Credit. Lender and Beneficiary consent to the jurisdiction and venue of any court located in the state indicated in Lender's address in the event of any legal proceeding under this Letter of Credit.

**10. EXPIRY**

Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to the Lender on or before the Expiration Date.

Dated: OCTOBER 8, 1996

LENDER: BANK OF SPRINGFIELD

BY:   
 GAY A. BENNETT  
 TITLE: VICE PRESIDENT LENDING

**ENDORSEMENT OF DRAFTS DRAWN:**

Date	Negotiated By	Amount In Words	Amount In Figures
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WE HEREBY AGREE WITH THE DRAWERS, ENDORSERS, AND BONA FIDE HOLDERS OF DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS DEBT, THAT SUCH DRAFTS WILL BE DULY HONORED ON DUE PRESENTATION TO THE DRAWEE ON OR BEFORE OCTOBER 8, 1997. ALL PARTIES HERETO AGREE THAT THE OUTSTANDING OBLIGATION HEREUNDER MAY BE RELEASED ONLY UPON THE WRITTEN AUTHORIZATION OF THE VILLAGE ENGINEER AND SAID VILLAGE OF CHATHAM. THIS LETTER OF CREDIT SHALL BE AUTOMATICALLY EXTENDED FOR ADDITIONAL PERIODS OF ONE YEAR FROM THE EXPIRATION DATE OR EACH FUTURE EXPIRATION DATE UNLESS SIXTY DAYS (60) PRIOR TO SUCH DATE, THE BANK SHALL NOTIFY YOU IN WRITING, BY REGISTERED MAIL AT THE ABOVE ADDRESS, THAT WE ELECT NOT TO RENEW THIS LETTER OF CREDIT FOR SUCH ADDITIONAL PERIOD. IF WE SHALL MAKE SUCH SELECTION, THE VILLAGE ENGINEER OF THE VILLAGE OF CHATHAM SHALL RELEASE BANK OF SPRINGFIELD OF ALL FURTHER OBLIGATION UNDER THIS LETTER OF CREDIT AT THE END OF SAID SIXTY-DAY PERIOD, PROVIDED, HOWEVER, THAT NOTHING CONTAINED HEREIN SHALL BE CONSTRUED TO LIMIT THE RIGHT OF THE VILLAGE OF CHATHAM TO MAKE DRAFTS AGAINST THIS LETTER UNTIL ITS INITIAL EXPIRATION DATE OR ANY DATE TO WHICH SAID LETTER IS AUTOMATICALLY EXTENDED AS DESCRIBED ABOVE.

*MS*

**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. 96-\_\_\_, adopted by the President and Board of Trustees of said Village on the \_\_\_ day of \_\_\_\_\_, 1996, said Ordinance being entitled:

**AN ORDINANCE APPROVING THE FINAL PLAT OF SUBDIVISION  
OF GLENWOOD LAKE ESTATES PLAT I**

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 \_\_\_ day of \_\_\_\_\_, 1996.

\_\_\_\_\_  
Village Clerk



# RABIN, MYERS & HANKEN, P.C.

ATTORNEYS AND COUNSELORS AT LAW  
1300 SOUTH EIGHTH STREET  
P.O. BOX 1858  
SPRINGFIELD, ILLINOIS 62705-1858  
PHONE: 217-544-5000 FAX: 217-544-5017

MARK RABIN  
JOHN M. MYERS  
W. SCOTT HANKEN  
MICHAEL M. DURR

JOHN H. LONG  
OF COUNSEL

October 10, 1996

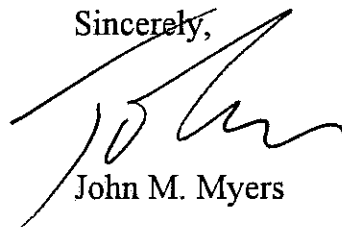
Ms. Penny Moomey, Clerk  
Village of Chatham  
116 E. Mulberry Street  
Chatham, IL 62629

Re: **Glenwood Lake Estates Subdivision**

Dear Penny:

Enclosed is the corrected ordinance approving the Glenwood Lake Estates Subdivision.

Sincerely,



John M. Myers

JMM:dnc  
Enclosures