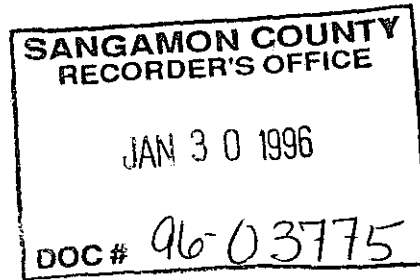


COPY



ORDINANCE NO. 96-12

**AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT WITH  
Christ's Church Along The Way**

**WHEREAS**, on January 29, 1996, pursuant to notice published as prescribed by statute, the corporate authorities of the Village of Chatham conducted a public hearing regarding an annexation agreement with Christ's Church Along The Way, a copy of which is 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:** That certain annexation agreement attached hereto by and between the Village of Chatham, Illinois, Christ's Church Along The Way, is hereby approved.

**SECTION 2:** The President is directed to execute said agreement on behalf of the Village, and the proper officers of the Village are authorized and directed to carry out said annexation agreement according to its terms.

**SECTION 3:** This Ordinance is effective immediately.

**PASSED** this January 29, 1996.

*Lynne L. Keester*  
VILLAGE PRESIDENT

**ATTEST:**

*Barbara Bickhaus*  
Deputy Village Clerk

**AYES:** 6

**NAYS:** 0

**PASSED:** 1-29-96

**APPROVED:** 1-29-96

**ABSENT:** 0

**ABSTAIN:** 0

This Space for Recorder

**ANNEXATION AGREEMENT**

THIS AGREEMENT is made by Christ's Church Along the Way ("Owner"), and the Village of Chatham, Illinois (the "Village"), an Illinois municipal corporation, all of Sangamon County, Illinois, and is effective this 29 day of January, 1996.

WHEREAS, Christ's Church Along the Way is the record Owner of property legally described as follows:

**Attached as EXHIBIT A**

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

WHEREAS, Owner wishes to receive Police protection from the Village upon execution of this annexation agreement;

WHEREAS, Owner wishes to receive an Electric rate not to exceed Two cents per kilowatt hour above the Village rate to its customers for the same service;

WHEREAS, Owner wishes to receive water at the inside Village rate for water;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Owner has petitioned to annex the Property conditional upon this Agreement and the Property becoming contiguous to the Village; a copy of the petition is attached hereto.
2. When the Property becomes contiguous to the Village, then an annexation ordinance in such form as shall be approved by counsel for the Village, shall be enacted by the President and Board of Trustees within 30 days of the Property becoming contiguous.
3. 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 which lies within the Village's corporate limits. Pending annexation, the Village shall provide police protection and water services at the inside Village rate. Electric service will be provided by Rural Electric Convenience Cooperative ("RECC") at a rate not to exceed Two cents per kilowatt hour above the Village's electric rate to its residential customers. Such annexation shall be expressly conditioned and contingent upon RECC granting the special rate. Any ordinance annexing the Property or any part thereof without such rate shall be void unless this Agreement has been amended as hereafter provided.

4. 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. However, in the event of a conflict between the Village ordinances and this Agreement, this Agreement shall prevail.

5. 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.

6. This Agreement shall only be amended by a 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.

7. 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.

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

9. 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.

10. In the event of litigation brought by any other governmental entity involving questions of jurisdiction over the Property, the Village shall at its expense retain counsel to represent the interests of Owners. The parties anticipate that counsel for the Village and Owners shall be the same person. However, Owners may retain separate counsel at their expense to represent their interests.

VILLAGE OF CHATHAM, ILLINOIS

BY: Linda Koester  
LINDA KOESTER, President

Attest: Barbara Buchhaus  
Deputy Village Clerk

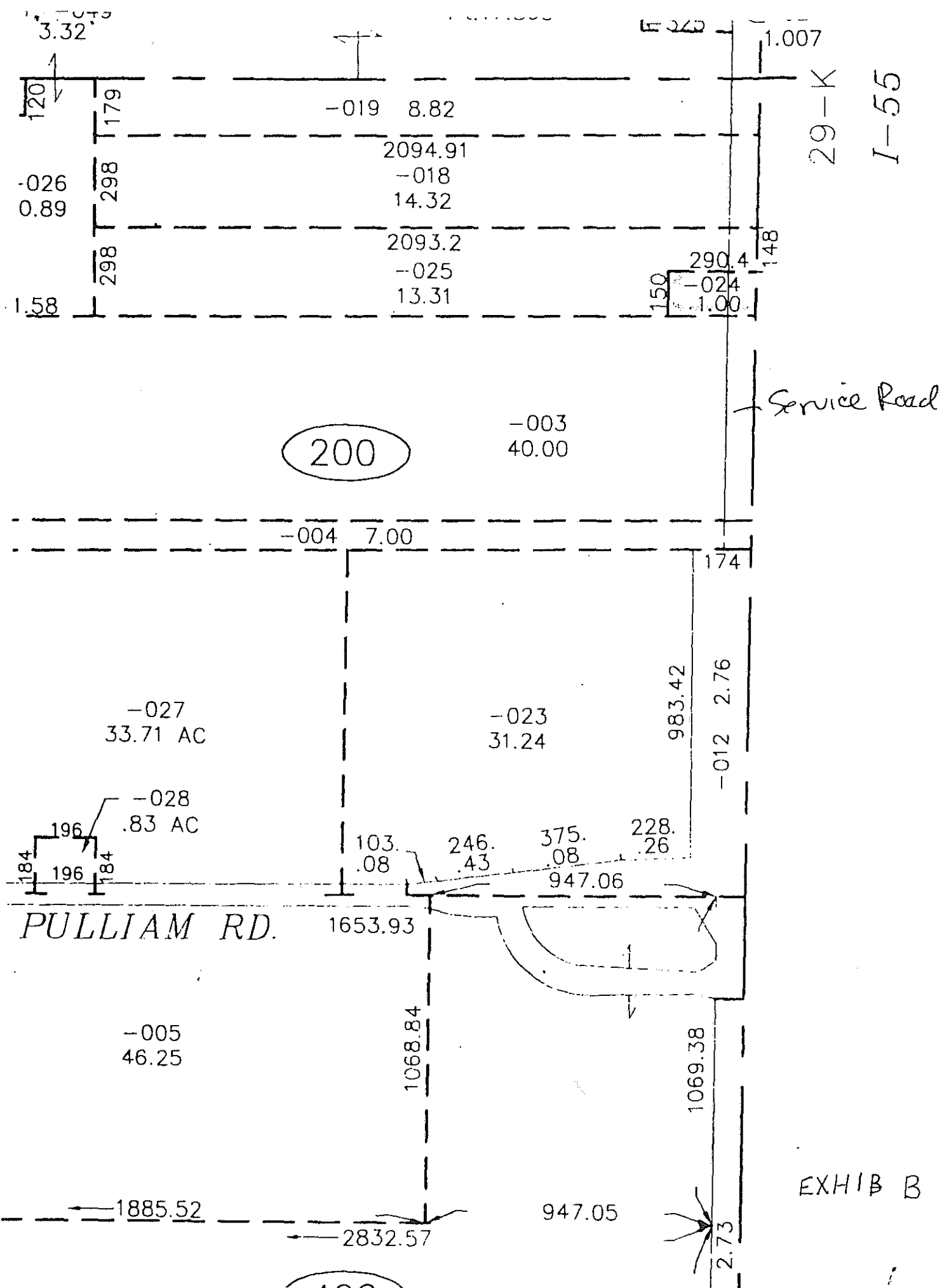
CHRIST'S CHURCH ALONG THE WAY

BY: George L Bucks  
GEORGE L BUCKS corporate  
Print name and title president

The South 150 feet of the East 290.40 feet of that part of the Northeast Quarter of Section 21, Township 14 North, Range 5 West of the Third Principal Meridian, described as follows: from the Northwest corner of said Quarter Section East, on the North line of said Section, 519.42 feet; thence South 477.00 feet to the point of beginning; thence East, parallel with the North line of said section, 2093.20 feet to a point on the West right of way line of F.A.I. 55; thence South, on said West right of way line, 298.00 feet, thence West 2091.50 feet; thence North 298.00 feet to the point of beginning, having tax identification number 29-21-200-024, together with all public roadways therein contained or contiguous thereto.

Parcel 27  
Tax Identification No. 29-21-200-024

**EXHIBIT A**



EXHIB B

## PETITION FOR ANNEXATION

GEORGE BUCKS, the PRESIDENT of Christs Church Along the Way, an Illinois corporation ("Petitioner"), being duly sworn on oath, hereby petitions the Village of Chatham, 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 attached hereto as Exhibit A, and a map of which is attached hereto as Exhibit B. Petitioner hereby states as follows:

1. The above-described territory is contiguous to the Village of Chatham, or will be contiguous at the time of annexation.
2. The above-described territory is not within the corporate limits of any other municipality.
3. The Petitioner is the sole owner of record of the property, and there are no electors residing therein;
4. This Petition is subject to an annexation agreement between Petitioner and the Village of Chatham attached hereto.

WHEREFORE, Christs Church Along The Way, Petitioner, hereby request that the above-described real estate be annexed to the Village of Chatham, Sangamon County, Illinois, subject to an annexation agreement between Petitioner and the Village of Chatham.



CHRISTS CHURCH ALONG THE WAY, an  
Illinois corporation,

By: George L. Bucks

Its: \_\_\_\_\_

STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF SANGAMON    )

VERIFICATION

George Bucks, President of CHRISTS CHURCH  
ALONG THE WAY, being duly sworn on his oath, deposes and states that he has  
reviewed the foregoing Petition for Annexation, and the statements therein made are  
true and correct.

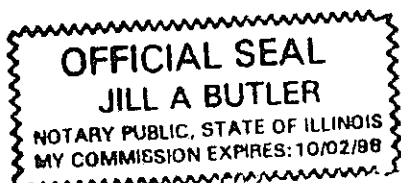
George L. Bucks

CORPORATE PRES.  
PRINT TITLE

SUBSCRIBED AND SWORN TO before me

this 3<sup>rd</sup> day of January, 1996.

Jill A. Butler  
Notary Public



The South 150 feet of the East 290.40 feet of that part of the Northeast Quarter of Section 21, Township 14 North, Range 5 West of the Third Principal Meridian, described as follows: from the Northwest corner of said Quarter Section East, on the North line of said Section, 519.42 feet; thence South 477.00 feet to the point of beginning; thence East, parallel with the North line of said section, 2093.20 feet to a point on the West right of way line of F.A.I. 55; thence South, on said West right of way line, 298.00 feet, thence West 2091.50 feet; thence North 298.00 feet to the point of beginning, having tax identification number 29-21-200-024, together with all public roadways therein contained or contiguous thereto.

Parcel 27  
Tax Identification No. 29-21-200-024

**EXHIBIT A**