

Ordinance No. 96-49

**AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT  
WITH JANET MARCIA JONES CURRIE AND FIRST NATIONAL BANK  
OF SPRINGFIELD, AS CO-TRUSTEES OF THE  
JANET MARCIA JONES CURRIE INDIVIDUAL TRUST**

**WHEREAS**, the Village of Chatham has negotiated an annexation agreement with Janet Marcia Jones Currie and the First National Bank of Springfield, as co-trustees of the Janet Marcia Jones Currie Individual Trust, pertaining to the Trust's property located east of Chatham, a copy of which agreement is attached hereto as Exhibit A;

**WHEREAS**, on February 22, 1996, pursuant to notice published as prescribed by statute, the corporate authorities conducted a public hearing regarding the proposed annexation agreement;

**WHEREAS**, on February 22, 1996, the Planning Commission met pursuant to notice published as prescribed by statute, conducted a public hearing to consider the zoning contemplated by the annexation agreement, and recommended approval of zoning as set forth in the annexation agreement;

*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 annexation agreement attached hereto by and between the Village of Chatham, Illinois, and Janet Marcia Jones Currie and the First National Bank of Springfield, as co-trustees of the Janet Marcia Jones Currie Individual Trust, is hereby approved.

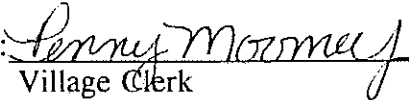
SECTION 2: The President is directed to execute said agreement after its execution by the co-trustees of the Trust, and the proper officers of the Village are authorized and directed to carry out said annexation agreement according to its terms.

SECTION 3: This Ordinance is effective immediately.

PASSED this 27th day of February, 1996.

  
\_\_\_\_\_

VILLAGE PRESIDENT

Attest:   
Village Clerk

AYES: 6  
NAYS: 0  
PASSED: 2/27/96  
APPROVED: 2/27/96  
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. 96-49, adopted by the President and Board of Trustees of said Village on the 27th day of February, 1996, said Ordinance being entitled:

AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT  
WITH JANET MARCIA JONES CURRIE AND FIRST NATIONAL BANK  
OF SPRINGFIELD, AS CO-TRUSTEES OF THE JANET MARCIA JONES CURRIE  
INDIVIDUAL TRUST

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 27th day of February, 1996.

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

This Space for Recorder

**ANNEXATION AGREEMENT**

THIS AGREEMENT is made by Janet Marcia Jones Currie and First National Bank of Springfield, Illinois, as the co-trustees of the Janet Marcia Jones Currie Individual Trust under order of the Circuit Court of the Seventh Judicial Circuit dated September 28, 1994 in In re Estate of Jones, No. 74-P-761 ("Owner") and the Village of Chatham, Illinois (the "Village"), an Illinois municipal corporation, both of Sangamon County, Illinois, and is effective this 27 day of February, 1996.

WHEREAS, Owner is the record owner of three parcels of property legally described and depicted on three Plats attached hereto as Exhibits A, B, and C, and referred to herein respectively as "Parcel A", "Parcel B" and "Parcel C" and collectively as "the Property";

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 annex the Property to the Village, together with all public roadways adjacent thereto or contained therein and not within the corporate limits of any other municipality;

WHEREAS, Owner wishes to obtain an initial zoning upon annexation of B-2 as to the south 250 feet of Parcel A, with the remainder of Parcel A to be zoned P-1, B-2 as to Parcel B, and R-2 as to Parcel C, together with a waiver as to Parcels A, B and C of any provisions in the Village Zoning Ordinance which would restrict Owner from owning horses or operation of a stable in a B-2 or R-2 zone or from operating agricultural uses, including all types of livestock;

WHEREAS, Owner has requested and the Village is willing to provide certain financial incentives in connection with this project, which should provide for the orderly development of the Property at little or no cost to the Village;

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

WHEREAS, Owners wish to receive an Electric rate not to exceed Two cents per kilowatt hour above the Village rate to its customers for the same service, and water at the Village's rate for customers within the Village;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Owners have 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 as Exhibit D.

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. Such annexation shall be expressly conditioned and contingent upon the simultaneous classification of the Property of B-2 as to the south 250 feet of Parcel A, with the remainder

of Parcel A to be zoned P-1; B-2 as to Parcel B, and R-2 as to Parcel C, together with a waiver as to Parcels A, B and C of any provisions in the Village Zoning Ordinance which would restrict Owner from owning horses or operation of a stable or other agricultural uses, including all types of livestock, in a B-2 or R-2 zone. Any ordinance annexing the property or any part thereof without simultaneous initial zoning classification as set forth herein shall be void unless this Agreement has been amended as hereafter provided.

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. 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 as provided by an agreement between the Village and RECC and a letter from RECC, attached hereto respectively as Exhibits "E" and "F". The Village represents that the Property is within the "Franchise Area" as defined in Exhibit E. Such annexation shall be expressly conditioned and contingent upon RECC granting the special rate. Water services shall be provided by the Village at the same rate available to residents for the Village. Any ordinance annexing the Property or any part thereof without such rates being available 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, any change to the Village sign ordinance shall not affect Parcels zoned B-2 pursuant to this Agreement.

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. If permitted by law, this Agreement will be extended for an additional 20 years upon expiration of the original term.

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.

11. The parties anticipate that fire protection for the Property will continue to be provided by the Chatham Fire Protection District, a separate unit of government; and that sewer services will be provided by the Springfield Sanitary District, a separate unit of government. However, the Village has no control over the Fire Protection and Sanitary Districts.

12. The Village agrees to pay the reasonable legal expenses of Owner, not to exceed \$500, incurred in the preparation of this Agreement, upon presentation of an invoice therefor.

13. A map depicting the zoning of all three parcels is attached hereto as Exhibit G.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 27<sup>th</sup> day of February, 1996.

VILLAGE OF CHATHAM, ILLINOIS

BY: \_\_\_\_\_  
President

Attest: Penny Moomay  
Village Clerk



*Janet Marcia Jones Currie*  
\_\_\_\_\_  
JANET MARCIA JONES CURRIE, as co-trustee of the Janet  
Marcia Jones Currie, Individual Trust, and not individually

Date: \_\_\_\_\_

FIRST NATIONAL BANK OF SPRINGFIELD, as co-trustee  
of the Janet Marcia Jones Currie Individual Trust, and not  
individually

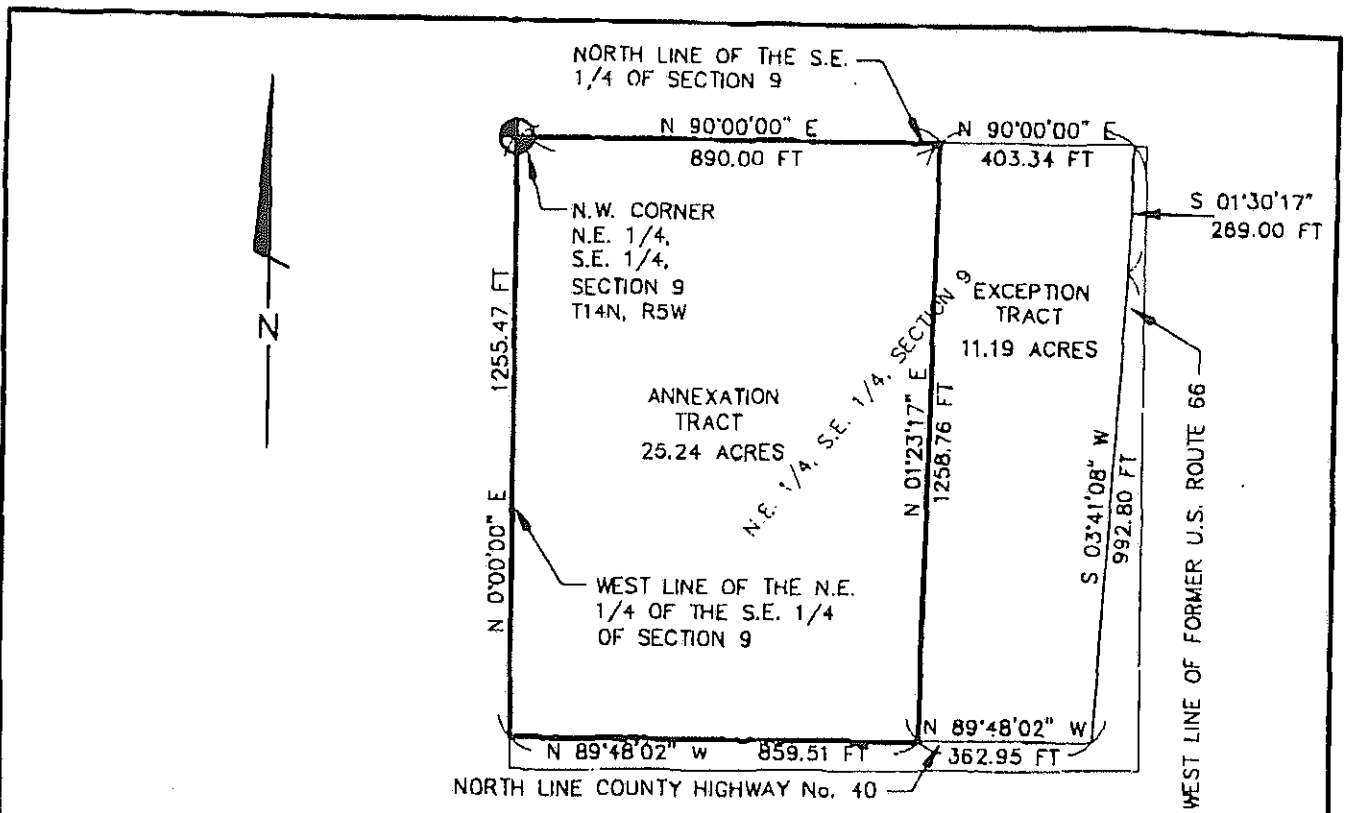
By: \_\_\_\_\_  
L. Larry Thomson, Trust Officer

Date: \_\_\_\_\_

APPROVED AS TO FORM AND CONTENT:

\_\_\_\_\_  
PAUL ADAMI,  
Executor of the Estate of Alexander James Jones III

DATE: \_\_\_\_\_



**DESCRIPTION OF ANNEXATION**

The Northeast Quarter of the Southeast Quarter of Section 9, Township 14 North, Range 5 West, of the Third Principal Meridian EXCEPT:

A part of the Northeast Quarter of the Southeast Quarter of Section 9, Township 14 North, Range 5 West, of the Third Principal Meridian, beginning at a point on the Quarter Section line 890 feet East of a stone in the Northwest corner of the Northeast quarter of the Southeast quarter of said Section 9, thence East on the Quarter Section line 403.34 feet to the West right of way of former U.S. Route 66; thence deflecting to the right 91°30'17" on said right of way line 289 feet; thence deflecting to the right 2°10'51" 992.80 feet to the North right of way line of County Highway No. 40; thence deflecting to the right 86°30'50" on the aforesaid right of way line 362.95 feet; thence deflecting to the right 91°11'19" 1258.76 feet to the point of beginning, containing 11.19 Acres, more or less.

AND ALSO EXCEPT:

Those areas dedicated to the State of Illinois and the County of Sangamon for Roadway purposes.

Situated in Ball Township, Sangamon County, Illinois

Given under my hand and seal this 24th day of January, 1996

*Marc J. Anderson*  
Marc J. Anderson  
Illinois Professional Land Surveyor No. 2600

Owner:  
Janet Marcia Jones  
Currie Individual Trust



RAPPS ENGINEERING & APPLIED SCIENCE C:\FILES\1100-3\PLAT-6

**RAPPS**

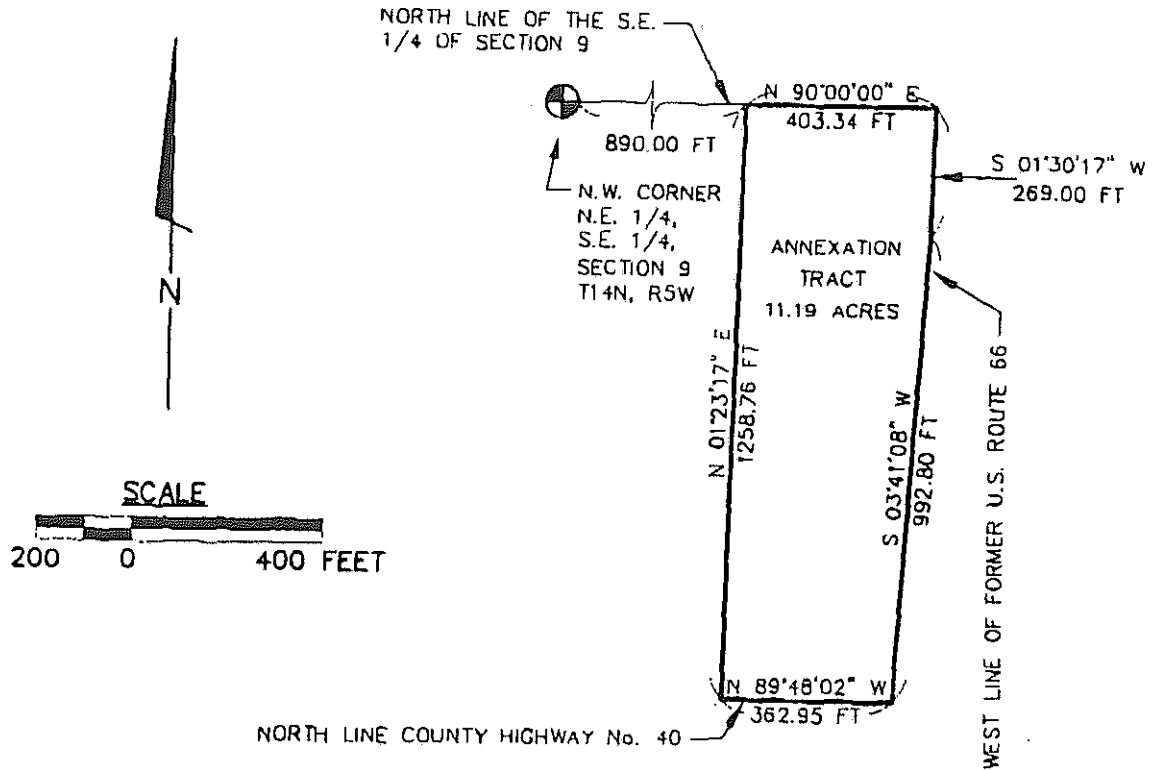
ENGINEERING & APPLIED SCIENCE

821 S. DUNKIN DR. - SPRINGFIELD, IL 62704 - (217) 787-2118  
1601 BROADWAY - MT. VERNON, IL 62864 - (618) 244-2611

**PLAT OF ANNEXATION**

VILLAGE OF CHATHAM  
CHATHAM, ILLINOIS

PART OF THE S.E. 1/4 OF SECTION 9  
T-14-N, R-5-W, 3RD P.M.



DESCRIPTION OF ANNEXATION

A part of the Northeast Quarter of the Southeast Quarter of Section 9, Township 14 North, Range 5 West, of the Third Principal Meridian, beginning at a point on the Quarter Section line 890 feet East of a stone in the Northwest corner of the Northeast quarter of the Southeast quarter of said Section 9, thence East on the Quarter Section line 403.34 feet to the West right of way of former U.S. Route 66; thence deflecting to the right 91°30'17" on said right of way line 269 feet; thence deflecting to the right 2°10'51" 992.80 feet to the North right of way line of County Highway No. 40; thence deflecting to the right 86°30'50" on the aforesaid right of way line 362.95 feet; thence deflecting to the right 91°11'19" 1258.76 feet to the point of beginning, containing 11.19 Acres, more or less.

Owner

Janet Marcia Jones  
Currie Individual Trust

Situated in Ball Township, Sangamon County, Illinois

Given under my hand and seal this 24th day of January, 1996

*Marc J. Anderson*  
 Marc J. Anderson  
 Illinois Professional Land Surveyor No. 2600



RAPP ENGINEERING & APPLIED SCIENCE, CHATHAM, ILLINOIS - 3/1/11-15

**RAPPS**

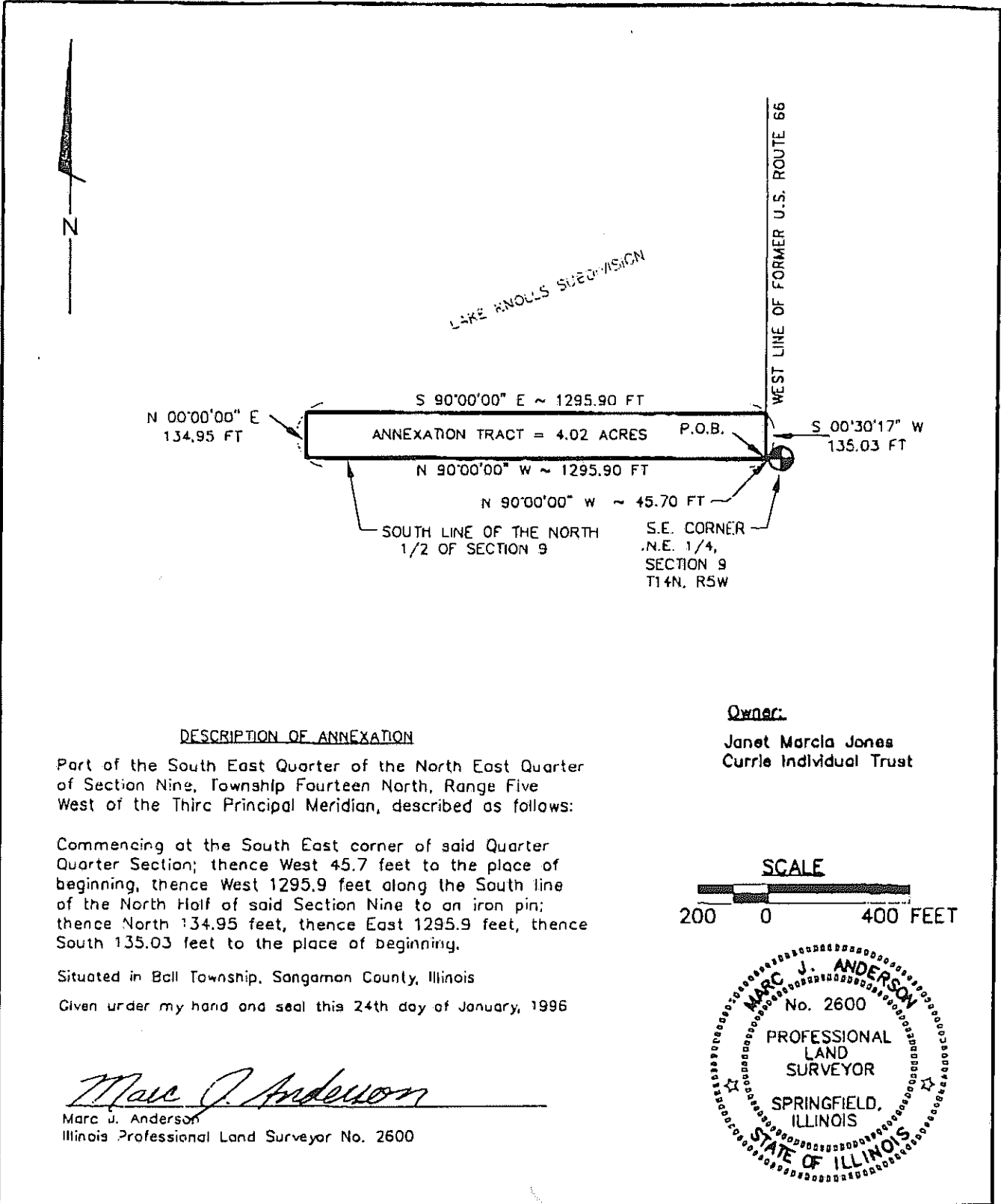
ENGINEERING & APPLIED SCIENCE

821 S. DURKIN DR. • SPRINGFIELD, IL 62704 • (217) 787-2114  
 1601 BROADWAY • MT. VERNON, IL 62864 • (618) 244-2611

PLAT OF ANNEXATION

VILLAGE OF CHATHAM  
 CHATHAM, ILLINOIS

PART OF THE S.E. 1/4 OF SECTION 9  
 T-14-N, R-5-W, 3RD P.M.



DESCRIPTION OF ANNEXATION

Part of the South East Quarter of the North East Quarter of Section Nine, Township Fourteen North, Range Five West of the Third Principal Meridian, described as follows:

Commencing at the South East corner of said Quarter Quarter Section; thence West 45.7 feet to the place of beginning, thence West 1295.9 feet along the South line of the North Half of said Section Nine to an iron pin; thence North 134.95 feet, thence East 1295.9 feet, thence South 135.03 feet to the place of beginning.

Situated in Ball Township, Sangamon County, Illinois

Given under my hand and seal this 24th day of January, 1996

*Marc J. Anderson*  
 Marc J. Anderson  
 Illinois Professional Land Surveyor No. 2600

Owner:

Janet Marla Jones  
 Currie Individual Trust

SCALE



PLAT FILED FOR RECORD & CORRECTED SUBJECT TO COUNTY JUDICIAL PLAT # 6

**RAPPS**

ENGINEERING & APPLIED SCIENCE

421 S. DURKIN DR. • SPRINGFIELD, IL 62704 • (217) 787-2115  
 1601 BROADWAY • MT VERNON, IL 62664 • (618) 244-2611

PLAT OF ANNEXATION

VILLAGE OF CHATHAM  
 CHATHAM, ILLINOIS

PART OF THE N.E. 1/4 OF SECTION 9  
 T-14-N, R-5-W, 3RD P.M.


## PETITION FOR ANNEXATION

Janet Marcia Jones Currie and L. Larry Thomson, in his capacity as Trust Officer of First National Bank of Springfield, Illinois, as the co-trustees of the Janet Marcia Currie Individual Trust under order of the Circuit Court of the Seventh Judicial Circuit dated September 28, 1994 in In re Estate of Jones, No. 74-P-761 ("Owners"), being duly sworn on their oath, and Janet Marcia Jones Currie, Elizabeth Simpson Currie and Andrew James Currie, as electors, 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 comprising three parcels, the legal description of which, and plat of which are attached hereto as Exhibits "A", "B" and "C", together with all public roadways therein contained or contiguous thereto.

Petitioners hereby state as follows:

- a. The above-described territory is not yet contiguous to the Village of Chatham, but will be contiguous at the time of annexation.
- b. The above-described territory is not within the corporate limits of any other municipality.
- c. Owners are the sole owners of record of the property.
- d. Janet Marcia Jones Currie, in her individual capacity, together with Elizabeth Simpson Currie and Andrew James Currie, comprise at least 51% of the electors residing therein.
- e. This Petition is subject to the terms and conditions of the annexation agreement between Owners and the Village of Chatham.

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

  
\_\_\_\_\_  
JANET MARCIA JONES CURRIE, as co-trustee of the Janet Marcia Jones Currie Individual Trust and not individually

FIRST NATIONAL BANK OF SPRINGFIELD, as co-trustee of the Janet Marcia Jones Currie Individual Trust, and not individually,

By: \_\_\_\_\_  
L. Larry Thomson, Trust Officer

STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF SANGAMON        )

**VERIFICATION**

Janet Marcia Jones Currie, and L. Larry Thomson, as Trust Officer of the First National Bank of Springfield, 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.

  
\_\_\_\_\_  
Janet Marcia Jones Currie

\_\_\_\_\_  
L. Larry Thomson, Trust Officer

SUBSCRIBED AND SWORN TO before me

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

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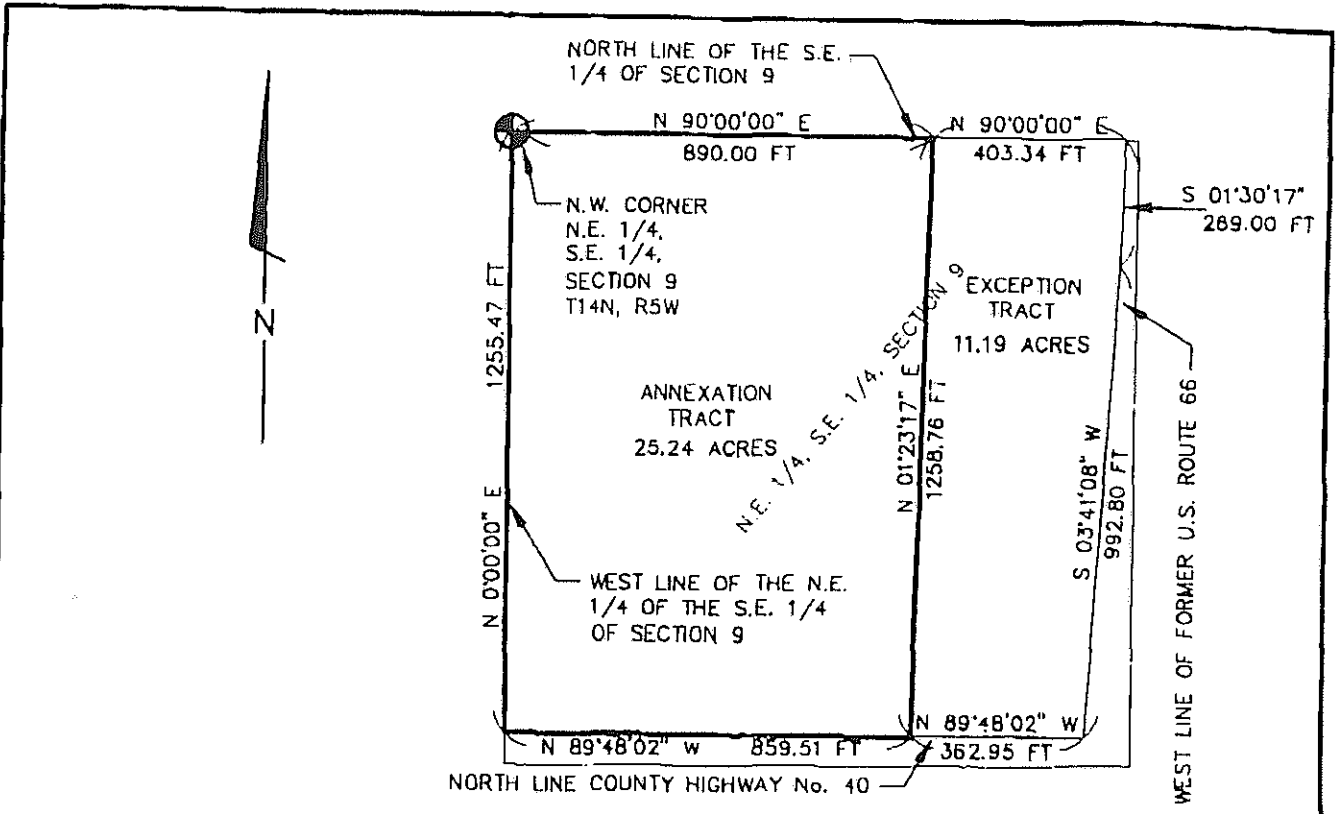
Notary Public

*Janet Marcia Jones Currie*  
JANET MARCIA JONES CURRIE,  
Individually, as Elector

*Elizabeth Simpson Currie*  
ELIZABETH SIMPSON CURRIE, Elector

---

ANDREW JAMES CURRIE, Elector



DESCRIPTION OF ANNEXATION

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AND ALSO EXCEPT:

Those areas dedicated to the State of Illinois and the County of Sangamon for Roadway purposes.

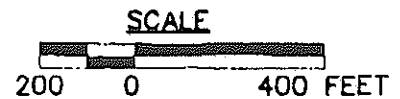
Situated in Ball Township, Sangamon County, Illinois

Given under my hand and seal this 24th day of January, 1996

*Marc J. Anderson*  
Marc J. Anderson  
Illinois Professional Land Surveyor No. 2600

Owner:

Janet Marcla Jones  
Currie Individual Trust



RAPPS ENGINEERING & APPLIED SCIENCE - CASE NO. 10-1 PLAT-6

**RAPPS**

ENGINEERING & APPLIED SCIENCE

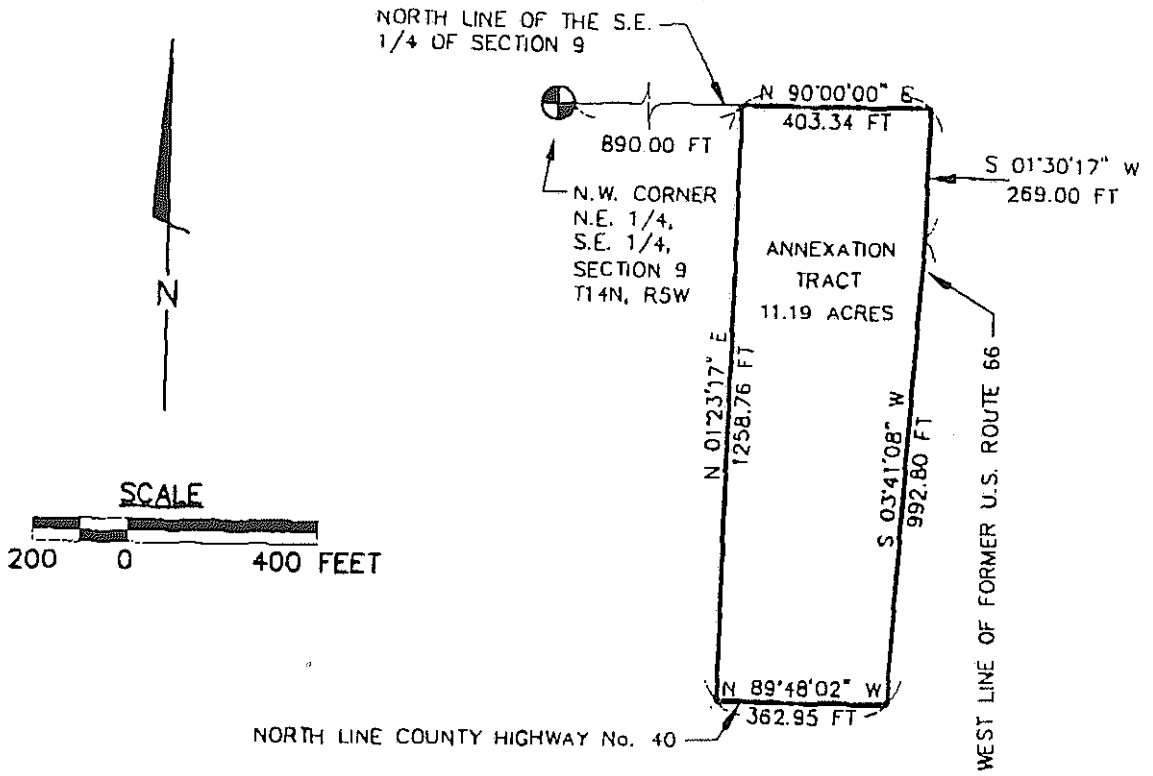
821 S. DUNKIN DR. - SPRINGFIELD, IL 62704 - (217) 787-2118  
1801 BROADWAY - MT. VERNON, IL 62864 - (618) 244-2611

PLAT OF ANNEXATION

VILLAGE OF CHATHAM  
CHATHAM, ILLINOIS

PART OF THE S.E. 1/4 OF SECTION 9  
T-14-N, R-5-W, 3RD P.M.





DESCRIPTION OF ANNEXATION

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Owner.

Janet Marcia Jones  
Curria Individual Trust

Situated in Ball Township, Sangamon County, Illinois

Given under my hand and seal this 24th day of January, 1996

*Marc J. Anderson*  
 Marc J. Anderson  
 Illinois Professional Land Surveyor No. 2600



PART - ENGINEERING & APPLIED SCIENCE CONSULTING - PLAT - 3

**RAPPS**

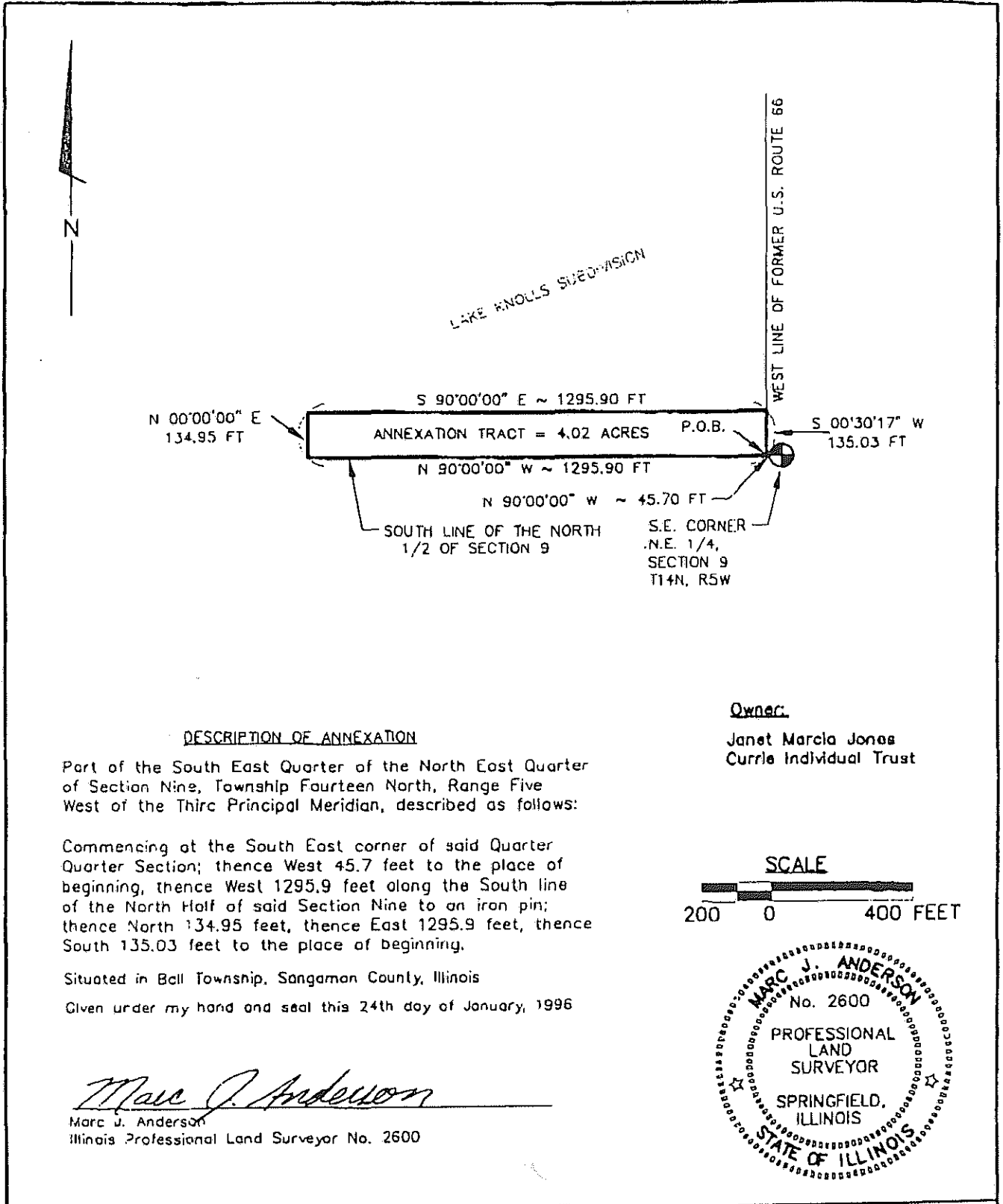
ENGINEERING & APPLIED SCIENCE

821 S. DURKIN DR. • SPRINGFIELD, IL 62704 • (217) 757-2115  
 1601 BROADWAY • MT. VERNON, IL 62864 • (618) 244-2611

PLAT OF ANNEXATION

VILLAGE OF CHATHAM  
 CHATHAM, ILLINOIS

PART OF THE S.E. 1/4 OF SECTION 9  
 T-14-N, R-5-W, 3RD P.M.



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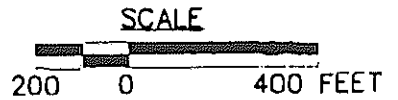
Commencing at the South East corner of said Quarter Quarter Section; thence West 45.7 feet to the place of beginning, thence West 1295.9 feet along the South line of the North Half of said Section Nine to an iron pin; thence North 134.95 feet, thence East 1295.9 feet, thence South 135.03 feet to the place of beginning.

Situated in Ball Township, Sangamon County, Illinois

Given under my hand and seal this 24th day of January, 1996

Owner:

Janet Marcla Jones  
Currie Individual Trust



*Marc J. Anderson*

Marc J. Anderson  
Illinois Professional Land Surveyor No. 2600



DATE OF PLOTTING & SPECIAL SURVEY CORRECTIONS - 02/20/96

# RAPPS

ENGINEERING & APPLIED SCIENCE

421 S. DURBIN DR. • SPRINGFIELD, IL 62704 • (217) 787-2115  
1601 BROADWAY • MT VERNON, IL 62864 • (618) 244-2611

## PLAT OF ANNEXATION

VILLAGE OF CHATHAM  
CHATHAM, ILLINOIS

PART OF THE N.E. 1/4 OF SECTION 9  
T-14-N, R-5-W, 3RD P.M.

## SERVICE AREA AGREEMENT

THIS AGREEMENT is by and between the Village of Chatham, Illinois, an Illinois municipal corporation, ("Village") and Rural Electric Convenience Cooperative, an Illinois not-for-profit corporation, ("RECC") and is effective as of the date established by Paragraph 12 hereof.

WHEREAS, Village owns and operates an electric distribution system within its corporate boundaries and to certain customers located outside of its corporate boundaries.

WHEREAS, RECC owns and operates an electric retail distribution system in certain areas located adjacent to the corporate boundaries of the Village and within the anticipated future corporate boundaries of the Village.

WHEREAS, pursuant to Section 11-117-1.1 of the Illinois Municipal Code, 65 ILCS 5/11-117-1.1, municipalities and electric cooperatives may enter into agreements defining the geographic areas in which each party shall provide retail electric service.

WHEREAS, the General Assembly has found that it is in the public interest to allow municipalities and electric cooperatives to enter into agreements defining geographic areas in which each party may provide retail electric service in order to avoid duplication of facilities for the protection, transmission, sale, delivery or furnishing of electricity; to minimize disputes between municipalities and electric cooperatives; to provide for orderly and controlled growth of municipalities in surrounding areas; and to recognize and protect the investment and commitments of municipalities and cooperatives to provide electric service within their respective service areas.

WHEREAS, to effectuate the policies of the General Assembly as set forth in Section 11-117-1.1 of the Illinois Municipal Code, the Village and RECC desire to enter into this Agreement to delineate their respective service areas.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. **Definitions.**

As used herein, the following terms have the following definitions:

a. "Village Service Area" refers to that area within the line denoted as "geographic boundary line" as depicted on the map, Exhibit A hereto.

b. "RECC Service Area" refers to the area outside the line denoted as "geographic boundary line" on the map, Exhibit A hereto.

c. "Franchise Area" means the area between the "geographic boundary line" and the "franchise boundary line" denoted on the map, Exhibit A hereto.

d. "Location" is a physical area which, except for any intervening public or private rights-of-way or easements, constitutes a single parcel owned or used by an electric customer.

e. "Electric Supplier" means either of the parties to this Agreement.

2. a. During the term hereof, Village shall have the exclusive right to provide all retail electricity used within the Village Service Area. RECC shall have the exclusive right to provide all retail electricity used within the Franchise Area.

b. If either party believes it will be unable to provide retail electricity to any portion of its exclusive service area in accordance with this agreement, it shall notify the

other party, and the other party may provide retail electricity to such portion of such service area.

c. At no time shall RECC's rate for retail electric energy used in any portion of the Franchise Area which is (i) within the Village corporate limits; or (ii) subject to a valid, binding, enforceable and recorded annexation agreement between a RECC member and the Village, which provides for an annexation of that portion of the Franchise Area into the Village; exceed the Village's then current published rates for similarly situated customers within the corporate limits of the Village by more than two cents per kilowatt hour beginning on the first day of the month following receipt by RECC of an annexation ordinance or annexation agreement as described above.

3. During the term of this Agreement, each Electric Supplier shall have the right to continue service to any Location served by it on October 1, 1995, subject to the rate restriction in paragraph 2(c).

4. The initial term of this Agreement shall be 15 years. This Agreement shall be automatically renewed for successive renewal periods of five years each, unless at least eighteen months prior to the expiration of the original term hereof or of any extension hereof, one party gives written notice to the other that this Agreement shall not be renewed. This agreement may be terminated only by nonrenewal in accordance with this section.

5. Upon termination of this Agreement, if RECC is serving any customer within the then corporate limits of the Village, such customers shall be treated as though they were annexed or otherwise located within the Village as of the date of termination, and Section 11-117-7.1 of the Illinois Municipal Code shall control the rights of the parties.

6. Either party hereto may at any time request renegotiation of this Agreement or of the service areas herein provided, and the other party shall make a good faith effort to renegotiate this Agreement. However, this Agreement may be modified only by a writing signed by both parties, approved by their respective boards, and approved by the Illinois Commerce Commission. To the extent permitted by law, either party may, however, waive any provision of this Agreement with respect to any geographic area by a written waiver approved by its Board and without approval of the Illinois Commerce Commission.

7. If either party to this Agreement reasonably requires easements or rights-of-way across property or rights-of way owned by the other in order to serve customers in accordance with this Agreement, such easements or rights-of-way shall be granted free of charge. Within the Franchise Area, and to the extent permitted by law, the Village grants RECC the right to use (including property along, over and under) the Village's streets and property, subject to the Village's right of reasonable regulation and control of such use. Village shall impose no franchise fee upon RECC during the term of this agreement. RECC shall provide street lighting free of charge in any portion of the Franchise Area, served by it within the corporate limits of the Village, or subject to an annexation agreement with the Village as of October 1, 1995.

8. This Agreement is shall be binding on the successors and assigns of the parties.

9. This is the entire agreement between the parties with respect to its subject matter.

10. This Agreement shall be governed by Illinois law and enforced only in a court of competent jurisdiction in Sangamon County, Illinois.

11. The unenforceability of any of the terms of this Agreement shall not effect the enforceability of any other term.

12. This Agreement shall be effective upon its approval by the respective boards of the parties and entry of a final, unappealable order by the Illinois Commerce Commission approving this Agreement.

VILLAGE OF CHATHAM, ILLINOIS, an  
Illinois municipal corporation,

Dated \_\_\_\_\_

By: \_\_\_\_\_  
Its President

ATTEST:

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

RURAL ELECTRIC CONVENIENCE  
COOPERATIVE, INC., an Illinois not-for-profit  
corporation,

Dated \_\_\_\_\_

By: \_\_\_\_\_  
Its President

ATTEST:

\_\_\_\_\_  
Its Secretary

c:\wp51\files\chatham\service.2

December 29, 1995

Re: Effective Date of Rate  
Service Area Agreement  
RECC - Village of Chatham

Dear Member Owner:

We are extremely pleased to be able to write this letter earlier than expected. RECC members within the Franchise Area, as per the Service Area Agreement, will be eligible for the reduced rate beginning January 1, 1996. This date was made official by your Cooperative Board of Directors on December 26, 1995.

The application of the Franchise Area Rate will function as follows: After January 1, 1996, the special rate will be applicable (effective) on the first of the month following RECC's receipt of a valid, binding, enforceable and recorded Annexation Agreement between a RECC member, within the Franchise Area, and the Village of Chatham, which provides for annexation of the member's property to the Village of Chatham. An example would be -- John Doe lives within the Franchise Area. Mr. Doe signs an Annexation Agreement with the Village of Chatham on January 10, 1996. The Village completes execution and recording of the Agreement on January 15, 1996. RECC receives a copy of the recorded Agreement on January 20, 1996. The Franchise Area Rate will be effective on Mr. Doe's electric account usage beginning February 1, 1996. The actual dollar savings will show on the March 10th bill which will be for the February usage. -- This process gets the benefit to our members as soon as practical and is the least costly to RECC.

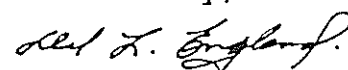
Your Board of Directors, Management Staff, and employees trust you are pleased with this action. We continue to believe the Service Area Agreement is beneficial for all of RECC's members and the operation of the Cooperative. However, we must add that should the Illinois Commerce Commission fail to approve the Agreement, RECC would be forced to cancel the Franchise Area Rate co-incidental with the Commission action.

We look forward to continued reliable electric service to you.

Please feel free to contact us if you have questions.

Thank you and 'Happy New Year'.

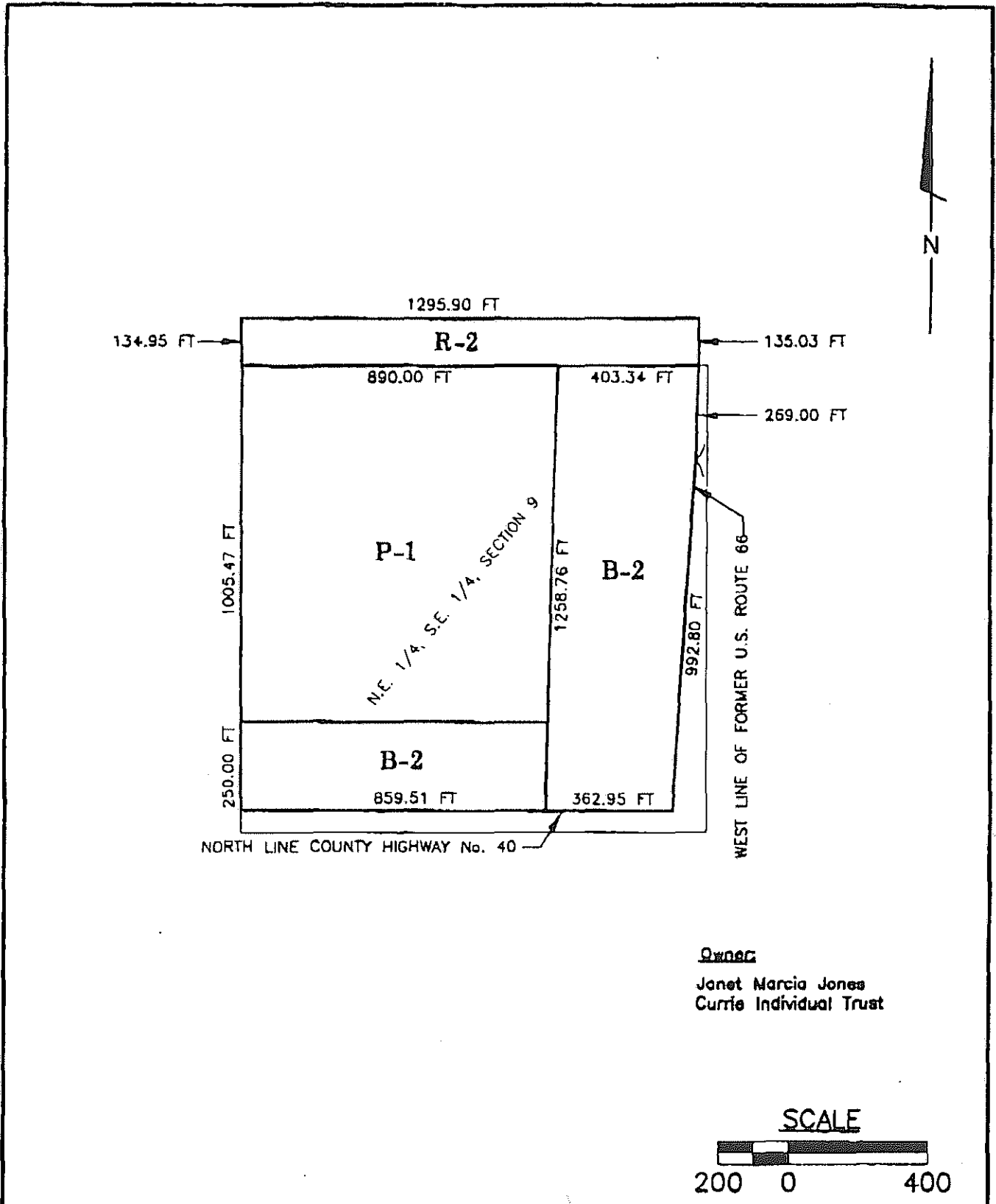
Sincerely,

  
Del L. England  
General Manager

DLE:djo

CVLUDIT E





Owner

Janet Marcia Jones  
Currie Individual Trust

SCALE



# RAPPS

ENGINEERING & APPLIED SCIENCE

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1601 BROADWAY • MT. VERNON, IL 62464 • (618) 244-2811

## PLAT OF ANNEXATION

VILLAGE OF CHATHAM  
CHATHAM, ILLINOIS

PART OF THE S.E. 1/4 OF SECTION 9  
T-14-N, R-5-W, 3RD P.M.