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SANGAMON COUNTY
ILLINOIS

96-15881

96 APR 23 PM 4: 39

Mary Ann Lamm
RECORDER

ORDINANCE NO. 96- 68

**AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT WITH
Craig S. Foster**

WHEREAS, on March 21, 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 Craig S. Foster , a copy of which is attached hereto;

WHEREAS, on March 21, 1996, pursuant to notice published as prescribed by statute, the Planning Commission of the Village of Chatham conducted a public hearing regarding zoning contemplated by the Annexation agreement, and recommended approval of zoning the subject property as R-1 upon annexation as set forth in the 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: That certain annexation agreement attached hereto by and between the Village of Chatham, Illinois, Craig S. Foster, 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 March 21, 1996.


VILLAGE PRESIDENT *Pro-Tem*

ATTEST:


Village Clerk *Deputy*

AYES: 4

NAYS: 0

PASSED: 3-21-96

APPROVED: 3-21-96

ABSENT: 2

ABSTAIN: 0

000891

This Space for Recorder

ANNEXATION AGREEMENT

THIS AGREEMENT is made by Craig S. Foster ("Owner"), and the Village of Chatham, Illinois (the "Village"), an Illinois municipal corporation, all of Sangamon County, Illinois, and is effective this 21 day of March, 1996.

WHEREAS, Craig S. Foster is the record Owner of property legally described as follows:

Lot 2, Lake Knolls Subdivision, Sangamon County, Illinois, together with all public roadways adjacent thereto or contained therein

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 and obtain an initial zoning upon annexation of R-1;

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 the inside Village rate for water;

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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 as Exhibit A.

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. Such annexation shall be expressly conditioned and contingent upon the simultaneous zoning classification of the Property as R-1. Any ordinance annexing the Property or any part thereof without simultaneous initial zoning classification of R-1 shall be void unless this Agreement has been amended as hereafter provided. Prior to executing this Agreement, this zoning has been considered by the appropriate administrative bodies of the Village.

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 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.

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

6. 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.

7. 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.

8. 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.

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

10. 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.

11. 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.

PETITION FOR ANNEXATION

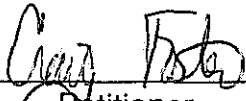
Craig S. Foster ("Petitioner"), being duly sworn on his oath, hereby petition the Village of Chatham, Sangamon County, Illinois, pursuant to Section 7-1-8 of the Illinois Municipal Code, to annex within its corporate limits certain real estate, the legal description of which is as follows:

Lot 2, Lake Knolls Subdivision, Sangamon County, Illinois, together with all public roadways adjacent thereto or contained therein

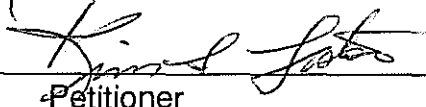
and a map of which is attached hereto. Petitioner hereby states as follows:

- 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. The Petitioner is the sole Owner of record of the property, and they comprise at least 51% of the electors residing therein.

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



Petitioner



Petitioner

Petitioner

IN WITNESS WHEREOF, the parties have executed this Agreement on this 21

day of March, 1996.

Gary Foster

Owner

Kim Foster

Owner

Owner

VILLAGE OF CHATHAM, ILLINOIS

BY:

Richard A. Krueger

President Pro-tem

Attest:

Barbara J. Bickhaus

Village Clerk

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STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

VERIFICATION

Craig S. Foster being duly sworn on oath, depose and state that he have reviewed the foregoing Petition for Annexation, and the statements therein made are true and correct.

Craig Foster
Petitioner

Kim Foster
Petitioner

Petitioner

SUBSCRIBED AND SWORN TO before me

this 14th day of February, 1996.

Jill A. Butler
Notary Public



ATTN: DEL McCORD
VILLAGE OF CHATHAM
116 E. MULBERRY
CHATHAM, IL 62629



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