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*This Space for Recorder of Deeds*

Ordinance No. 98-05

**AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT WITH  
BANK & TRUST CO., AS TRUSTEE UNDER A TRUST AGREEMENT DATED  
JULY 12, 1995, WILBUR J. LANDERS, GRACE M. LANDERS AND  
RAY F. LANDERS**

**WHEREAS**, the Village of Chatham has negotiated an annexation agreement with Bank & Trust Co., as trustee under a Trust Agreement dated July 12, 1995, Wilbur J. Landers, Grace M. Landers and Ray F. Landers, pertaining to land located along Gordon Drive, a copy of which agreement is attached hereto;

**WHEREAS**, on December 18, 1997, pursuant to notice published as prescribed by statute, the corporate authorities conducted a public hearing regarding the proposed annexation agreement;

**WHEREAS**, on December 3, 1997, the Planning Commission of the Village of Chatham, pursuant to properly published notice, conducted a public hearing regarding the zoning aspects of the annexation agreement;

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

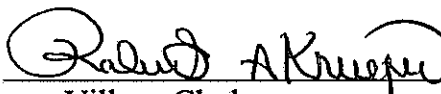
**SECTION 1:** The annexation agreement attached hereto by and between the Village of Chatham, Illinois and Bank & Trust Co., as trustee under a Trust Agreement dated July 12, 1995, Wilbur J. Landers, Grace M. Landers and Ray F. Landers, is hereby approved.

**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. The Clerk shall record the signed original of the signed agreement and its accompanying exhibits, along with a certified copy of this ordinance, with the Recorder of Deeds of Sangamon County.

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

PASSED this 10 day of February, 1998.

  
VILLAGE PRESIDENT

Attest:   
Village Clerk

AYES: Franka, Gray, Miller, oblinger, Balwa, Williamson

NAYS: none

PASSED: 2/10/98

APPROVED: 2/10/98

ABSENT: 0

ANNEXATION AGREEMENT

THIS AGREEMENT, made and executed by and between the BANK & TRUST COMPANY, an Illinois corporation, as Trustee under a certain Trust Agreement dated the 12th day of July, 1995 known as Trust No. 126, and WILBUR L. LANDERS and GRACE M. LANDERS, owners of the beneficial interest of said trust, and RAY F. LANDERS, holder of the power of direction of said trust, (hereinafter collectively referred to as "Owner") and the VILLAGE OF CHATHAM, an Illinois municipal corporation (hereinafter referred to as "Chatham" or the "Village"), all of Sangamon County, Illinois, effective this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

RECITALS

WHEREAS, Owner is the record owner of and intends to develop, the real estate legally described as follows (the "Real Estate"):

(See attached Exhibit "A")

WHEREAS, the Owner and Chatham desire to enter into the provisions of this Annexation Agreement pursuant to the statutes and authority of the State of Illinois and the ordinances of

Chatham to foster and assure the consistent and orderly development of the Real Estate and adjacent property;

WHEREAS, the Owner has concurrently with the execution of this Agreement filed with the Village of Chatham a Petition for Annexation, a copy of which is attached hereto as Exhibit "C";

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants expressed herein, the parties agree as follows:

1. Owner has petitioned to annex the Real Estate described in Exhibit "A" conditional upon this Agreement. A copy of said Petition for Annexation is attached hereto as Exhibit "C".

2. If the petition for annexation complies with the ordinances of Chatham and the Illinois Municipal Code, then the annexation petition as filed shall be recommended and approved by the appropriate administrative and legislative bodies of Chatham, and an annexation ordinance in the form approved by counsel for Chatham shall be enacted by the president and board of trustees of Chatham within thirty (30) days of execution of this Agreement.

3. Such annexation shall be expressly conditioned and contingent upon the simultaneous classification of the Real Estate described in Exhibit "A" in accord with the zoning map attached to this Agreement as Exhibit "B" together with a conditional permitted use to allow the entire property described in Exhibit "A" to be used for a public golf course and driving range. So long as any proposed plat or use would otherwise comport with the zoning and subdivision ordinances of the Village, no further covenants and restrictions are required by the Village of Chatham with respect

to the property described in Exhibit "A" pursuant to this Annexation Agreement.

It is the understanding of the parties that the Owner will, upon approval of this Annexation Agreement and approval of the rezoning and all related matters pertaining to the annexation, develop the property as a public golf course and driving range open to the public if financially feasible, and will offer to the Village the opportunity to participate in that golf course. However, Owner may, at his sole discretion, develop the property for any use consistent with the zoning classifications contained in Exhibit "B" and applicable ordinances and statutes, and the Village, in its sole discretion, may decline participation in the golf course. During the term of this Annexation Agreement or any extension thereof, the Village will not unilaterally change the zoning of the property described in the zoning map, Exhibit "B", without the consent of the Owner.

Owner agrees to the following additional provisions regarding development of the property:

A. At such time as each lot fronting Gordon Drive is developed, either by the construction of a structure thereon or incorporation thereof into a golf course, a sidewalk running from the north to the south boundaries of such lot shall be constructed according to standards in the Subdivision Ordinance for new residential subdivisions.

B. Should a golf course be constructed on the property, it shall meet, in addition to setback and other requirements

in the zoning ordinance, the requirement that direct rays of light from any lighting thereof shall not impinge on any residential structure.

C. Should a driving range be constructed on the property, it shall meet, in addition to the requirements of subsection (b) and the setback and other requirements in the zoning ordinance, the requirement that the east-west center line of the driving range will be located within one hundred (100) feet of the east-west center line of Tract 3.

D. Any commercial use other than a golf course on Tract 2 shall have a fifty (50) foot setback from the northern boundary of said Tract 2, with at least a six (6) foot berm or opaque fence screening the commercial use from the residential areas adjoining Tract 2.

4. Owner shall not be prohibited, by virtue of the existence of a zoning classification enacted pursuant to this Agreement, from later seeking rezoning of any property subject to this Agreement, provided Owner shall comply with all applicable ordinances and statutes.

5. The 1994 Subdivision Ordinance and the 1994 Zoning Ordinance shall govern all subdivision plats proposed or adopted pursuant to this Agreement and all zoning issues with respect to the Real Estate, respectively.

6. All utility services and other services with respect to the property described in Exhibit "A" shall be provided for and paid for by the developer in accord with applicable Village

ordinances, statutes and regulations including, but not limited to, sewer, water, gas and electric utility services.

7. Breach of Agreement. Upon a breach of this Agreement by any party, the breaching party shall have thirty (30) days after receipt of written notice from the other party to cure any breach. The sole remedies for breach of this agreement shall be an action for specific performance, rescission or disconnection to be brought in the Circuit Court of the Seventh Judicial Circuit, Sangamon County, Illinois. In no event shall either party be liable to the other for damages, except that the prevailing party in any litigation under this agreement shall be entitled to reimbursement for its reasonable attorney's fees and costs in connection with the preparation and prosecution of any lawsuit brought to enforce this Agreement.

8. Right to Cure Breach. In the event of a material breach of this Agreement, the parties agree that the party alleged to be in breach shall have thirty (30) days after receipt of written notice of said breach to correct the breach prior to the non-breaching party's seeking of any remedy provided for herein (provided, however, that said thirty (30) day period shall be tolled if the defaulting party has initiated the cure of said default and is diligently proceeding to cure the same).

9. Non-Waiver. The failure of the parties to insist upon the strict and prompt performance of the terms, covenants, agreement and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a

waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

10. Excuses for Non-Performance. 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 (which circumstances may include acts of God, war, acts of civil disobedience, strikes or similar acts), the time for such performance shall be extended by the amount of time of such delay.

11. Term. This Agreement shall be binding upon the parties and their respective successors and assigns for twenty (20) years, commencing as of the date hereof, and for such further term as may hereinafter be authorized by statute and by Chatham village ordinance.

12. Amendment. This Agreement and the exhibits attached hereto may be amended only by the mutual consent of the parties, by adoption of an ordinance by Chatham approving said amendment as provided by law, and by the execution of said amendment by the parties or their successors in interest.

13. Severability. If any provision, covenant, agreement or portion of this Agreement or its application to any persons, entity or property is held invalid, such invalidity shall not affect the portions of this Agreement and, to that end, all provisions, covenants, agreement and portions of this agreement are declared to be severable. If for any reason, the annexation or zoning of the Real Estate is ruled invalid in whole or in part, the corporate



authorities, as soon as possible, shall take such actions (including the holding of such public hearings and the adoption of such ordinances and resolutions) as may be necessary to give effect to the spirit and intent of this Agreement and the objectives of the parties, as disclosed by this Agreement.

14. Entire Agreement. This Agreement sets forth all agreements, understandings and covenants between Chatham and the Owner. This Agreement supersedes all prior agreements, negotiations and understandings, written and oral, and is a full integration of the entire agreement of the parties.

15. Survival. The provisions contained herein shall survive the annexation of the Real Estate and shall not be merged or expunged by the annexation of the Real Estate to Chatham.

16. Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, successors of the Owner and their respective successors, grantees, lessees and assigns, and upon successor corporate authorities of Chatham and successor municipalities, and shall constitute a covenant running with the land.

17. Notices. Any notice required or permitted by the provisions of this Agreement shall be in writing and sent by certified mail, return receipt requested, or personally delivered to the parties at the following addresses, or at such other addresses as the parties may, by notice, designate:

If to Chatham:

Current Village Administrator  
with a copy to Current Village Attorney

If to Owner:

Ray F. Landers  
5000 Dickey John Road  
Auburn, Illinois 62615

Notices shall be deemed given on the fifth (5th) business day following deposit in the U.S. Mail, if given by certified mail as aforesaid, and upon receipt, if personally delivered.

18. Time of Essence. Time is of the essence of this Agreement and of each and every provision hereof.

19. Municipal Approval. Wherever any approval or consent of Chatham or of any of its departments, officials or employees is called for under this Agreement, the same shall not be unreasonably withheld or delayed.

20. Recording. Owner shall, at their expense, record this document with the Sangamon County Recorder within thirty (30) days of its execution.

21. Term. This Agreement shall be binding upon the parties and their respective successors and assigns for a period of twenty (20) years commencing as of the date of the execution hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written and by so executing, each of the parties warrants that it possesses full right and authority to enter into this Agreement.

BANK & TRUST COMPANY, an Illinois Corporation, Trustee under Trust No. 126 dated July 12, 1995 --  
This instrument is executed by Bank & Trust Company, not personally but solely as Trustee, as aforesaid. All

the covenants and conditions to be performed hereunder by Bank & Trust Company are undertaken by it solely as Trustee, as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against Bank & Trust Company by reason of any of the covenants, statements, representations or warranties contained in the instrument.

By: [Signature]  
Its: [Signature]

ATTEST:

By: [Signature]  
Its: Branch Manager

[Signature]  
WILBUR L. LANDERS, Owner of Beneficial Interest of Trust No. 126

[Signature]  
GRACE M. LANDERS, Owner of Beneficial Interest of Trust No. 126

[Signature]  
RAY F. LANDERS, Holder of Power of Direction of Trust No. 126

VILLAGE OF CHATHAM, an Illinois Municipal Corporation,

By: [Signature]  
Village President

ATTEST:

By: [Signature]  
Village Clerk



Exhibit "A"  
(Page 1)

**TRACT 1**

PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 14 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN BEING DESCRIBED AS FOLLOWS: BEGINNING AT A STONE AT THE NORTHWEST CORNER OF SAID WEST HALF, NORTHWEST QUARTER; THENCE SOUTH 89 DEGREES 41 MINUTES 15 SECONDS EAST 960.15 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 18 SECONDS WEST 558.65 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 02 SECONDS WEST 960.03 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 35 SECONDS EAST 558.87 FEET TO THE POINT OF BEGINNING, CONTAINING 12.315 ACRES, MORE OR LESS, SITUATED IN SANGAMON COUNTY, ILLINOIS.

(ZONING FOR TRACT 1 SHALL BE R-1)

**TRACT 2**

PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 14 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN BEING DESCRIBED AS FOLLOWS: COMMENCING AT A STONE AT THE NORTHWEST CORNER OF SAID WEST HALF, NORTHWEST QUARTER; THENCE SOUTH 89 DEGREES 41 MINUTES 15 SECONDS EAST 960.15 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 41 MINUTES 15 SECONDS EAST 330.00 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 18 SECONDS WEST 558.58 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 02 SECONDS WEST 330.00 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 18 SECONDS EAST 558.65 FEET TO THE POINT OF BEGINNING, CONTAINING 4.232 ACRES, MORE OR LESS, SITUATED IN SANGAMON COUNTY, ILLINOIS.

(ZONING FOR TRACT 2 SHALL BE B-1)

**TRACT 3**

PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 14 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN BEING DESCRIBED AS FOLLOWS: COMMENCING AT A STONE AT THE NORTHWEST CORNER OF SAID WEST HALF, NORTHWEST QUARTER; THENCE SOUTH 00 DEGREES 09 MINUTES 35 SECONDS WEST 558.87 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 42 MINUTES 02 SECONDS EAST 960.03 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 18 SECONDS WEST 558.66 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 47 SECONDS WEST 959.92 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 35 SECONDS EAST 558.87 FEET TO THE POINT OF BEGINNING, CONTAINING 12.314 ACRES, MORE OR LESS, SITUATED IN SANGAMON COUNTY, ILLINOIS.

(ZONING FOR TRACT 3 SHALL BE R-2)

**TRACT 4**

PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 14 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN BEING DESCRIBED AS FOLLOWS: COMMENCING AT A STONE AT THE NORTHWEST CORNER OF SAID WEST HALF, NORTHWEST QUARTER; THENCE SOUTH 00 DEGREES 09 MINUTES 35 SECONDS WEST 558.87 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 02 SECONDS EAST 960.03 FEET TO THE POINT OF

Exhibit "A"  
(Page 2)

BEGINNING; THENCE SOUTH 89 DEGREES 42 MINUTES 02 SECONDS EAST  
330.00 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 18 SECONDS WEST  
558.59 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 47 SECONDS WEST  
330.00 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 18 SECONDS EAST  
558.66 FEET TO THE POINT OF BEGINNING, CONTAINING 4.232 ACRES, MORE  
OR LESS, SITUATED IN SANGAMON COUNTY, ILLINOIS.  
(ZONING FOR TRACT 4 SHALL BE B-2)

**TRACT 5**

PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 8,  
TOWNSHIP 14 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN  
BEING DESCRIBED AS FOLLOWS: COMMENCING AT A STONE AT THE NORTHWEST  
CORNER OF SAID WEST HALF, NORTHWEST QUARTER; THENCE SOUTH 00  
DEGREES 09 MINUTES 35 SECONDS WEST 1117.74 FEET TO THE POINT OF  
BEGINNING; THENCE SOUTH 89 DEGREES 42 MINUTES 47 SECONDS EAST  
1289.92 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 18 SECONDS WEST  
238.58 FEET; THENCE NORTH 89 DEGREES 43 MINUTES 33 SECONDS WEST  
1289.87 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 35 SECONDS EAST  
238.87 FEET TO THE POINT OF BEGINNING, CONTAINING 7.069 ACRES, MORE  
OR LESS, SITUATED IN SANGAMON COUNTY, ILLINOIS.  
(ZONING FOR TRACT 5 SHALL BE R-2)

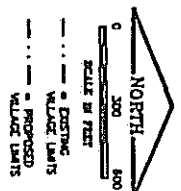
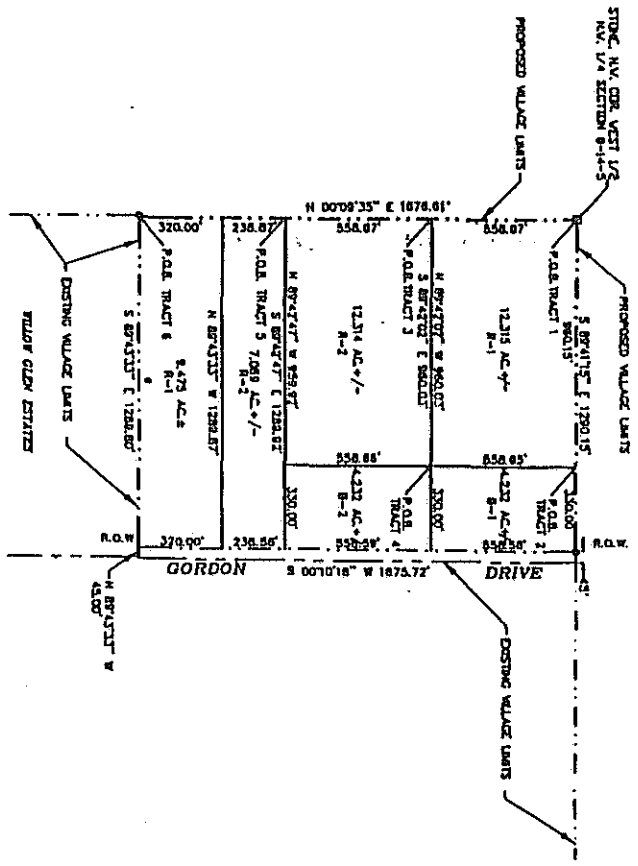
**TRACT 6**

PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 8,  
TOWNSHIP 14 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN  
BEING DESCRIBED AS FOLLOWS: COMMENCING AT A STONE AT THE NORTHWEST  
CORNER OF SAID WEST HALF, NORTHWEST QUARTER; THENCE SOUTH 00  
DEGREES 09 MINUTES 35 SECONDS WEST 1676.61 FEET TO THE POINT OF  
BEGINNING; THENCE SOUTH 89 DEGREES 43 MINUTES 33 SECONDS EAST  
1289.80 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 18 SECONDS EAST  
320.00 FEET; THENCE NORTH 89 DEGREES 43 MINUTES 33 SECONDS WEST  
1289.87 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 18 SECONDS WEST  
320.00 FEET TO THE POINT OF BEGINNING, CONTAINING 9.475 ACRES, MORE  
OR LESS, SITUATED IN SANGAMON COUNTY, ILLINOIS.  
(ZONING FOR TRACT 6 SHALL BE R-1)

**EXHIBIT**

B

**ANNEXATION PLAT**



Prepared by: **Walter L. Cummings**, Surveyor  
 Date: **09/27/87**  
 Client: **RAY LANDERS**  
 Address: **6000 AUBURN, E. MISS.**

Client: **RAY LANDERS**  
 Address: **6000 AUBURN, E. MISS.**

**JOHN W. GARTSON, JR.**  
 Surveyor



I hereby certify that the accompanying plat correctly represents the results of a survey made under my direction.  
 Date: **09/27/87**  
 Signature: *John W. Gartson, Jr.*  
 State: **MISSISSIPPI**

**ANNEXATION PLAT**  
 PART OF THE WEST HALF, N & 1/4 OF SECTION 24, TOWNSHIP 14 NORTH, RANGE 3 WEST OF THE THIRD P.M. SANGACON COUNTY, MISSISSIPPI

**TRACT 1**  
 PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 14 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN BEING DESCRIBED AS FOLLOWS: BEGINNING AT A STAKE AT THE NORTHWEST CORNER OF SAID WEST HALF, NORTHWEST QUARTER, THENCE SOUTH 89 DEGREES 41 MINUTES 25 SECONDS EAST 1876.61 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 41 MINUTES 25 SECONDS EAST 1388.82 FEET; THENCE SOUTH 89 DEGREES 41 MINUTES 25 SECONDS WEST 2242.90 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 18 SECONDS WEST 3300.00 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 18 SECONDS EAST 3345.63 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 18 SECONDS WEST 3300.00 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 18 SECONDS EAST 3345.63 FEET TO THE POINT OF BEGINNING. CONTAINING 12,315 ACRES MORE OR LESS SITUATED IN SANGACON COUNTY, MISSISSIPPI.

**TRACT 2**  
 PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 14 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN BEING DESCRIBED AS FOLLOWS: BEGINNING AT A STAKE AT THE NORTHWEST CORNER OF SAID WEST HALF, NORTHWEST QUARTER, THENCE SOUTH 89 DEGREES 41 MINUTES 25 SECONDS EAST 1876.61 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 41 MINUTES 25 SECONDS EAST 1388.82 FEET; THENCE SOUTH 89 DEGREES 41 MINUTES 25 SECONDS WEST 2242.90 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 18 SECONDS WEST 3300.00 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 18 SECONDS EAST 3345.63 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 18 SECONDS WEST 3300.00 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 18 SECONDS EAST 3345.63 FEET TO THE POINT OF BEGINNING. CONTAINING 12,314 ACRES MORE OR LESS SITUATED IN SANGACON COUNTY, MISSISSIPPI.

**TRACT 3**  
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**TRACT 4**  
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**TRACT 6**  
 PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 14 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN BEING DESCRIBED AS FOLLOWS: BEGINNING AT A STAKE AT THE NORTHWEST CORNER OF SAID WEST HALF, NORTHWEST QUARTER, THENCE SOUTH 89 DEGREES 41 MINUTES 25 SECONDS EAST 1876.61 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 41 MINUTES 25 SECONDS EAST 1388.82 FEET; THENCE SOUTH 89 DEGREES 41 MINUTES 25 SECONDS WEST 2242.90 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 18 SECONDS WEST 3300.00 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 18 SECONDS EAST 3345.63 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 18 SECONDS WEST 3300.00 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 18 SECONDS EAST 3345.63 FEET TO THE POINT OF BEGINNING. CONTAINING 9,475 ACRES MORE OR LESS SITUATED IN SANGACON COUNTY, MISSISSIPPI.

Exhibit "C"

PETITION FOR ANNEXATION

STATE OF ILLINOIS     )  
                                  )   SS.  
COUNTY OF SANGAMON   )

TO: THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CHATHAM

The undersigned parties, each being 21 or more years of age and under no disability, hereby petition the Village of Chatham to annex within its corporate limits the described real estate in the County of Sangamon, disclosed on Exhibit "1" attached and incorporated herein by reference, for the purpose of authorizing the Village of Chatham to enact an appropriate ordinance of annexation in the manner provided by 65 ILCS 5/7-1-8, and knowing that the certifications herein made will be relied upon by the Village of Chatham, the undersigned persons certify to the Village of Chatham the following:

1. That the above-described territory is now contiguous to the Village of Chatham.

2. That the above-described territory is not within the corporate limits of any municipality.

3. That no electors reside upon or occupy any lands within the above-described territory.

4. That legal title to the property is held by Bank & Trust Company, an Illinois corporation, as Trustee under Trust No. 126 dated July 12, 1995, and the beneficial interest in the Land Trust is owned by Wilbur L. Landers and Grace M. Landers, and the power of direction of said trust is vested in Ray F. Landers. There are no other persons, firms or corporations who have any right, title or fee interest of record in and to any of the land described in Exhibit "1" herein requested to be annexed.

5. That Petitioners request that the Village of Chatham send notice of the proposed annexation to the appropriate parties and units of local government entitled to notice of this Petition.

6. That a copy of the plat of real estate to be annexed is attached hereto as Exhibit "1" and is incorporated herein by reference.

7. That the request contained in this Petition for Annexation is conditioned upon the terms and conditions of a certain Annexation Agreement, including but not limited to zoning

of the property to be annexed in accord with the designations set forth in the Annexation Agreement between the undersigned and the Village of Chatham dated the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ and the approval by the Village of Chatham of the terms, conditions and provisions of said Annexation Agreement.

WHEREFORE, the undersigned parties respectfully request as follows:

1. That the previously described property be annexed to the Village of Chatham by ordinance of the President and Board of Trustees of the Village of Chatham pursuant to Section 7-1-8 of the Illinois Municipal Code of the State of Illinois, as amended, and 65 ILCS 5/7-1-8, subject to the terms of the Annexation Agreement referred to above.

2. For such other and further relief as the Village may deem appropriate.

IN WITNESS WHEREOF, the undersigned Bank & Trust Company, an Illinois corporation, as Trustee under Trust No. 126 dated July 12, 1995, and Wilbur L. Landers, Grace M. Landers and Ray F. Landers have caused their seals and signatures to be hereunto affixed and this instrument to be executed by them in accord with the requirements of the laws and statutes of the State of Illinois.

BANK & TRUST COMPANY, an Illinois Corporation, Trustee under Trust No. 126 dated July 12, 1995 --  
This instrument is executed by Bank & Trust Company, not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by Bank & Trust Company are undertaken by it solely as Trustee, as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against Bank & Trust Company by reason of any of the covenants, statements, representations or warranties contained in the instrument.

By: \_\_\_\_\_

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





the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 26 day of January, 1998.



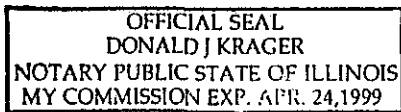
[Signature]  
Notary Public

Grace M. Landers  
GRACE M. LANDERS

STATE OF ILLINOIS    )  
                                  ) SS.  
COUNTY OF SANGAMON )

I, Donald J. Krager, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that GRACE M. LANDERS, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 26 day of January, 1998.



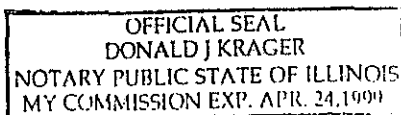
[Signature]  
Notary Public

Ray F. Landers  
RAY F. LANDERS

STATE OF ILLINOIS    )  
                                  ) SS.  
COUNTY OF SANGAMON )

I, Donald J. Krager, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that RAY F. LANDERS, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 26 day of January, 1998.



[Signature]  
Notary Public

John W. Garrison, Jr.  
Professional Land Surveyor  
2338 South Fourth Street  
Springfield, IL 62703  
(217) 628-7235

ANNEXATION PLAT

TRACT 1

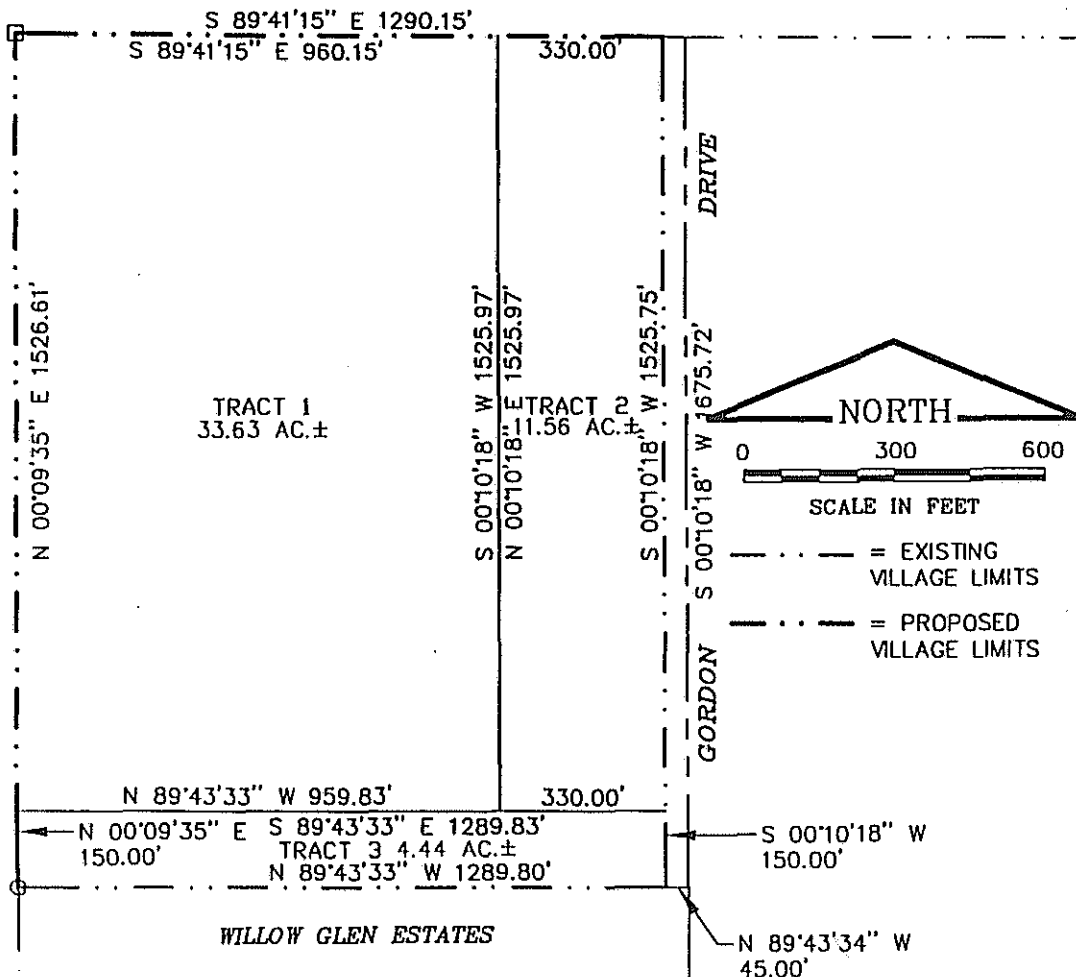
PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 14 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN BEING DESCRIBED AS FOLLOWS: BEGINNING AT A STONE AT THE NORTHWEST CORNER OF SAID WEST HALF, NORTHWEST QUARTER; THENCE SOUTH 89 DEGREES 41 MINUTES 15 SECONDS EAST 960.15 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 18 SECONDS WEST 1525.97 FEET; THENCE NORTH 89 DEGREES 43 MINUTES 33 SECONDS WEST 959.83 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 35 SECONDS EAST 1526.61 FEET TO THE POINT OF BEGINNING, CONTAINING 33.63 ACRES, MORE OR LESS. SITUATED IN SANGAMON COUNTY, ILLINOIS.

TRACT 2

PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 14 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN BEING DESCRIBED AS FOLLOWS: COMMENCING AT A STONE AT THE NORTHWEST CORNER OF SAID WEST HALF, NORTHWEST QUARTER; THENCE SOUTH 89 DEGREES 41 MINUTES 15 SECONDS EAST 960.15 FEET TO THE POINT OF BEGINNING THENCE SOUTH 89 DEGREES 41 MINUTES 15 SECONDS EAST 330.00 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 18 SECONDS WEST 1525.75 FEET; THENCE NORTH 89 DEGREES 43 MINUTES 33 SECONDS WEST 330.00 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 18 SECONDS EAST 1525.97 FEET TO THE POINT OF BEGINNING, CONTAINING 11.56 ACRES, MORE OR LESS. SITUATED IN SANGAMON COUNTY, ILLINOIS.

TRACT 2

PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 14 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF WILLOW GLEN ESTATES, A SUBDIVISION IN SAID WEST HALF, NORTHWEST QUARTER; THENCE NORTH 00 DEGREES 09 MINUTES 35 SECONDS EAST 150.00 FEET; THENCE SOUTH 89 DEGREES 43 MINUTES 33 SECONDS EAST 1289.83 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 18 SECONDS WEST 150.00 FEET; THENCE NORTH 89 DEGREES 43 MINUTES 33 SECONDS WEST 1289.80 FEET TO THE POINT OF BEGINNING, CONTAINING 4.44 ACRES, MORE OR LESS. SITUATED IN SANGAMON COUNTY, ILLINOIS.



I hereby certify that the accompanying plat correctly represents the results of a survey made under my direction.

*John W. Garrison, Jr.*  
Professional Land Surveyor Number 1564

05/12/97  
Date PROJECT 97029

Document Prepared by and Return to:

James D. Kelly  
Presney, Kelly & Presney Law Firm  
726 South Second Street  
Springfield, Illinois 62704  
Phone (217) 525-0016

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 Loami, Sangamon County, Illinois.

I do further certify that the ordinance attached hereto is a full, true, and exact copy of Ordinance No. 98-05, adopted by the President and Board of Trustees of said Village on the 10 day of February, 1998, said Ordinance being entitled:

**AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT WITH BANK & TRUST CO., AS TRUSTEE UNDER A TRUST AGREEMENT DATED JULY 12, 1995, WILBUR J. LANDERS, GRACE M. LANDERS AND RAY F. LANDERS**

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 14 day of March, 1998.

  
Village Clerk

