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Ordinance No. 99-10

AN ORDINANCE APPROVING ANNEXATION AGREEMENTS WITH BARBARA C. WORKMAN, ROBERT LYNN PING, AND JOAN M. MCMILLAN

WHEREAS, in December, 1996, the Village of Chatham negotiated annexation agreements with Barbara C. Workman, Robert Lynn Ping, and Joan McMillan relating to property owned by them and not contiguous to the Village of Chahtam, Illinois; and the agreements were executed by the property owners in December, 1996 and January, 1997;

WHEREAS, on January 27, 1997, pursuant to notice published as prescribed by statute, the corporate authorities conducted a public hearing regarding the proposed annexation agreements;

WHEREAS, due to an oversight, the annexation agreements were not approved at that time;

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 agreements attached hereto by and between the Village of Chatham, Illinois and Barbara C. Workman, Robert Lynn Ping, and Joan M. McMillan, are hereby approved.

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

SECTION 3: This Ordinance is effective immediately.

PASSED this 23 day of February, 1999.

Michael A. Wilhoite
VILLAGE PRESIDENT *Pro Tem*

Attest: R. A. Kueper
Village Clerk

AYES: 6

NAYS: 0

PASSED: 2/23/99

APPROVED: 2/23/99

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. 99- 10, adopted by the President and Board of Trustees of said Village on the 23 day of February, 1999, said Ordinance being entitled:

AN ORDINANCE APPROVING ANNEXATION AGREEMENTS WITH BARBARA C. WORKMAN, ROBERT LYNN PING, AND JOAN M. MCMILLAN

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 25 day of February, 1999.


Village Clerk



This Space for Recorder

ANNEXATION AGREEMENT

THIS AGREEMENT is made by Barbara ^CK. Workman ("Owner") and the Village of Chatham, Illinois (the "Village"), an Illinois municipal corporation, both of Sangamon County, Illinois, and is effective this 23 day of February, 1997.

WHEREAS, Owner is the record owner of property legally described in Exhibit A hereto and set forth on a plat, Exhibit "B" hereto; ("the Property");

WHEREAS, the Property is located in unincorporated Sangamon County, Illinois, and is not yet contiguous to the Village;

WHEREAS, Owner has satisfied Village's requirements for water service to Owner's property;

WHEREAS, Owner wishes to annex the Property to the Village upon its becoming contiguous;

WHEREAS, notice of this annexation agreement and the hearing thereon, was published in a newspaper published within the Village in accordance with applicable statutes;

WHEREAS, on January 27, 1997, the Village Board conducted a

public hearing with respect to this Annexation Agreement;

WHEREAS, Owner has requested and the Village is willing to provide water service to the Property in exchange for an easement, which has been provided by Owner contingent upon this Agreement;

WHEREAS, Owner has petitioned the Village to annex the Property, a copy of which Petition is attached hereto as Exhibit "C"; ^{BW}

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. An Ordinance annexing the Property, 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 to the Village.

2. The Village has constructed a water main along a boundary of the Property, and will provide the Property with one tap to such main free of charge, thereby waiving its usual tap fee. The Village shall hereafter provide water to Owner at its usual and customary charges, as in effect from time to time, that the Village charges customers located within the corporate limits of the Village.

3. Owner has granted the Village a perpetual easement with respect to such water main, a copy of which is attached hereto as Exhibit ^{D" BW} D. Said easement recites that it was granted in consideration of this Agreement; by executing this Agreement, Owner acknowledges that this Agreement meets the conditions stated in paragraph 3 of the easement.

4. 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

in Exhibit A hereto. This Agreement shall be effective upon its approval by ordinance of the Village of Chatham and its execution by the Village President thereof; it shall be effective for twenty years from the date of execution by the Village President.

5. This Agreement shall only be amended by a writing, signed by the parties and approved by the Village by ordinance. 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.

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the 13 day of February, 1997.

VILLAGE OF CHATHAM, ILLINOIS

BY: Linda Koester
LINDA KOESTER, President

Attest: Bob A. Krueger
Village Clerk



Barbara C. Workman
Barbara ~~K~~ Workman
C.

Prepared by/Return to:

John M. Myers
Rabin, Myers & Hanken
1300 South 8th Street
Springfield, IL 62703
(217) 544-5000

RETURN TO:
ROBERT A. KRUEGER
VILLAGE CLERK
116 EAST MULBERRY
CHATHAM, IL 62629

96075

LEGAL DESCRIPTION

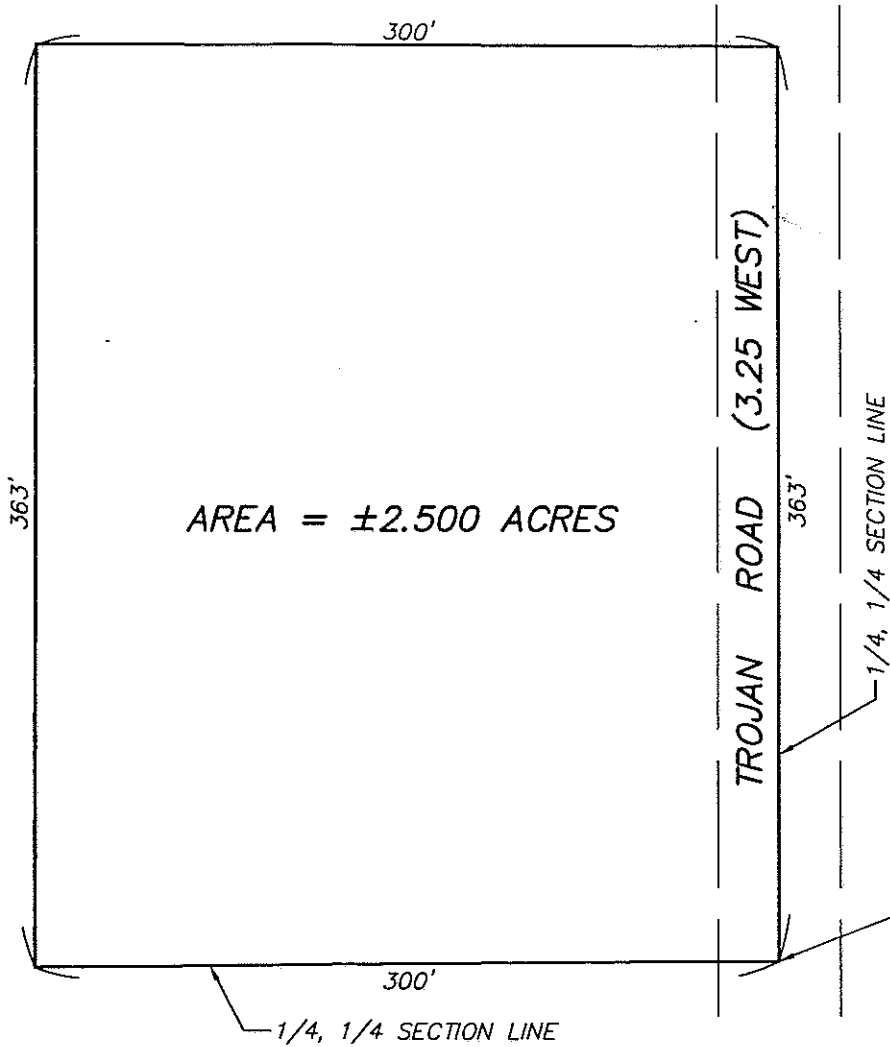
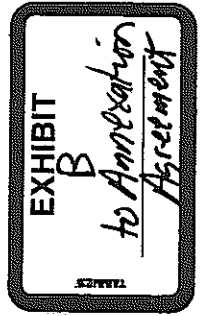
BARBARA C. WORKMAN

THE EAST 300 FEET OF THE SOUTH 363 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 14 NORTH, RANGE 6 WEST OF THE THIRD PRINCIPAL MERIDIAN. SAID TRACT CONTAINS 2.500 ACRES, MORE OR LESS, ALL IN THE COUNTY OF SANGAMON, STATE OF ILLINOIS.

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EXHIBIT A - Annexation Agreement

PLAT OF ANNEXATION

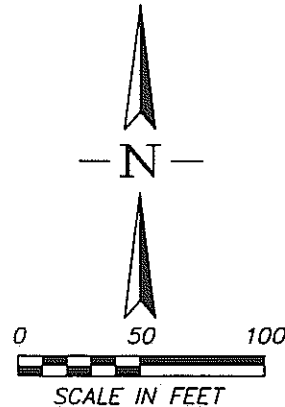


S.E. COR., N.W. 1/4,
S.E. 1/4, SEC. 25,
T.14N., R.6W., 3rd P.M.

BARBARA C. WORKMAN LEGAL DESCRIPTION

THE EAST 300 FEET OF THE SOUTH 363 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 14 NORTH, RANGE 6 WEST OF THE THIRD PRINCIPAL MERIDIAN. SAID TRACT CONTAINS 2.500 ACRES, MORE OR LESS, ALL IN THE COUNTY OF SANGAMON, STATE OF ILLINOIS.

The above described plat correctly represents the parcel of land to be Annexed to the Village of Chatham, Illinois.
Richard Tonellato
ILLINOIS PROFESSIONAL LAND SURVEYOR #2590



| REVISIONS | DATE | BY |
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GREENE & BRADFORD, INC.
OF SPRINGFIELD

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

| | |
|-------------------|-------------|
| DATE | 01/13/97 |
| DRAWN | CRUM |
| PROJ. NO. | 96-075 |
| FIELD BOOK | |
| COMPUTER FILE NO. | 96075AX2-50 |

PETITION FOR ANNEXATION

Barbara ^{C.}~~K.~~ Workman ("Petitioner"), being duly sworn on oath, hereby petition(s) 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 set forth in Exhibit A hereto and on a plat of annexation, Exhibit B hereto.

Petitioner hereby state as follows:

1. The above-described territory is not yet contiguous to the Village of Chatham.
2. The above-described territory is not within the corporate limits of any other municipality.
3. Petitioner is the sole owner of record of the property, and no electors reside therein.
4. This petition is subject to the terms and conditions of an annexation agreement between Petitioner and the Village of Chatham with respect to the Property.

WHEREFORE, Barbara ^{C.}~~K.~~ Workman hereby requests that the above-described real estate be annexed to the Village of Chatham, Sangamon County, Illinois, upon its becoming contiguous, subject to the terms and conditions of an annexation agreement by and between Petitioner and the Village of Chatham.

Barbara C. Workman
Barbara ^{C.}~~K.~~ Workman

Exhibit C

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LEGAL DESCRIPTION

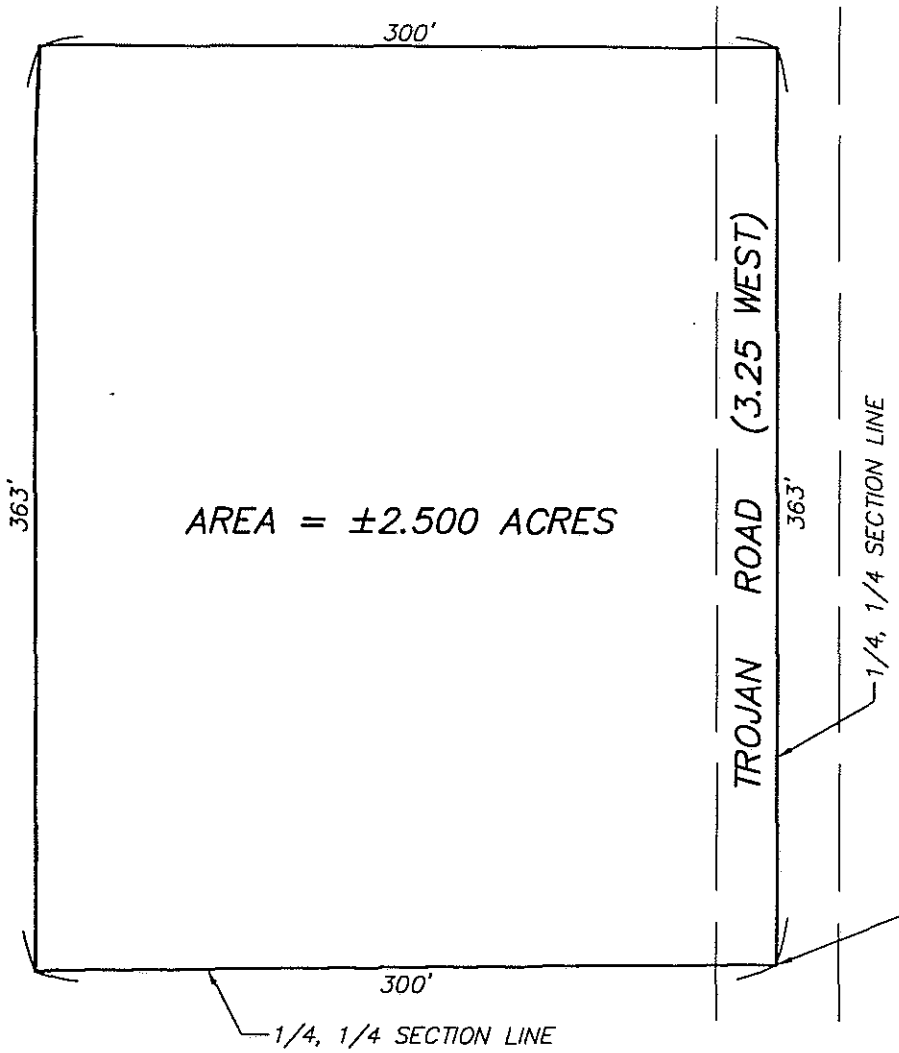
BARBARA C. WORKMAN

THE EAST 300 FEET OF THE SOUTH 363 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 14 NORTH, RANGE 6 WEST OF THE THIRD PRINCIPAL MERIDIAN. SAID TRACT CONTAINS 2.500 ACRES, MORE OR LESS, ALL IN THE COUNTY OF SANGAMON, STATE OF ILLINOIS.

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EXHIBIT A - annexation petition

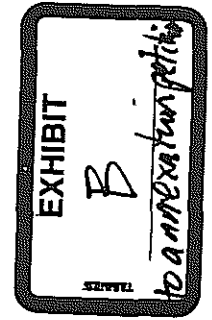
PLAT OF ANNEXATION



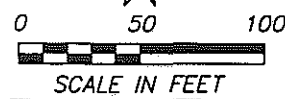
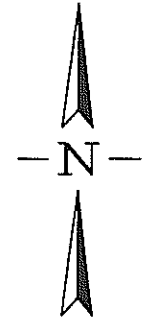
S.E. COR., N.W. 1/4,
S.E. 1/4, SEC. 25,
T.14N., R.6W., 3rd P.M.

BARBARA C. WORKMAN LEGAL DESCRIPTION

THE EAST 300 FEET OF THE SOUTH 363 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 14 NORTH, RANGE 6 WEST OF THE THIRD PRINCIPAL MERIDIAN. SAID TRACT CONTAINS 2.500 ACRES, MORE OR LESS, ALL IN THE COUNTY OF SANGAMON, STATE OF ILLINOIS.



The above described plat correctly represents the parcel of land to be Annexed to the Village of Chatham, Illinois.
Richard Tonello
ILLINOIS PROFESSIONAL LAND SURVEYOR #2590



| REVISIONS | DATE | BY |
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GREENE & BRADFORD, INC.
OF SPRINGFIELD
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(217) 793-8844, (217) 793-6227 FAX

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|-------------------|-------------|
| DATE | 01/13/97 |
| DRAWN | CRUM |
| PROJ. NO. | 96-075 |
| FIELD BOOK | |
| COMPUTER FILE NO. | 96075AX2-50 |

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

VERIFICATION

Barbara ^CK. Workman, being duly sworn on her oath, deposes and states that she has reviewed the foregoing Petition for Annexation, and the statements therein made are true and correct.

Barbara C. Workman

Barbara ^CK. Workman

SUBSCRIBED AND SWORN TO before me

this 13th day of January, 1997.

RWW
Notary Public



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OAR

SANGAMON COUNTY
ILLINOIS

97-03750

97 JAN 30 PM 3:26

Mary Ann Quinn
RECORDER

This space for Recorder of Deeds

EASEMENT

THIS EASEMENT is granted by BARBARA C. WORKMAN ("Grantor") to the Village of Chatham, Illinois, an Illinois municipal corporation and its successors and assigns ("Grantee") and is dated this 27th day of December 1996.

1. In consideration of the execution of an annexation agreement as set forth in paragraph 3 hererof, Grantor hereby grants to Grantee a permanent easement on, over and under certain property owned by Grantor in Sangamon County, Illinois, the legal description of which is contained on a plat attached hereto as Exhibit A (the "Property"), with the right to erect, construct, reconstruct, replace, remove, maintain, repair and use water lines and works.

2. This easement is subject to the following conditions:

a. All lines and works shall be buried to a depth consistent with standard construction practices.

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EXHIBIT
D
to Annexation
Agreement

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b. Grantee shall indemnify Grantor against any loss, damages, claims and causes of action brought by any third party with respect to any water lines or works constructed by Grantee on the Property.

c. Grantee shall, after construction of any water lines, restore the surface of the Property to the condition and grade which it had prior to such construction.

d. Grantee shall reimburse Grantor for any crop damage occasioned by Grantee's activities with respect to Grantee's water lines.

e. Grantee shall repair or pay for the repair of any field tiles damaged during construction or maintenance of Grantee's water lines.

f. Grantee shall allow Grantor to inspect all construction of water lines prior to the ditches being backfilled.

3. This easement is further subject to the condition that on or before March 1, 1997, or such additional time as may be reasonably requested by the parties, Grantor and Grantee enter into an annexation agreement with respect to Grantor's homestead property which contains the provisions set forth in a letter from Grantor's counsel to the Grantee dated December 17, 1996 and attached hereto as Exhibit "B". Should Grantee fail or refuse to enter into such an agreement, then this easement may be terminated by 90 day's notice given by Grantor to Grantee, during which time Grantee shall (i) cure its failure or refusal to enter into the agreement; or (ii) remove its water lines and works from Grantor's property at Grantee's sole cost and expense.

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Barbara C. Workman
BARBARA C. WORKMAN

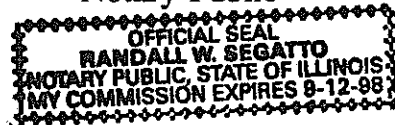
STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

The undersigned, a Notary Public in and for said County and State, does hereby certify that BARBARA C. WORKMAN, 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 their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 27th day of December, 1996.

R. W. Segatto

Notary Public



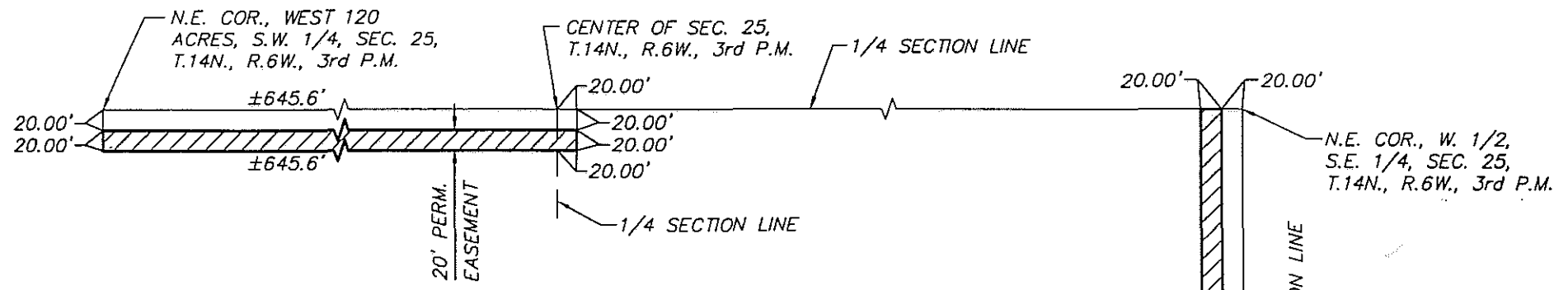
Prepared by:
Return to:

John M. Myers
RABIN, MYERS, & HANKEN, PC
Attorneys for the Village of Chatham
1300 South Eighth Street
P. O. Box 1858
Springfield, IL 62705-1858
Telephone: 217/544-5000

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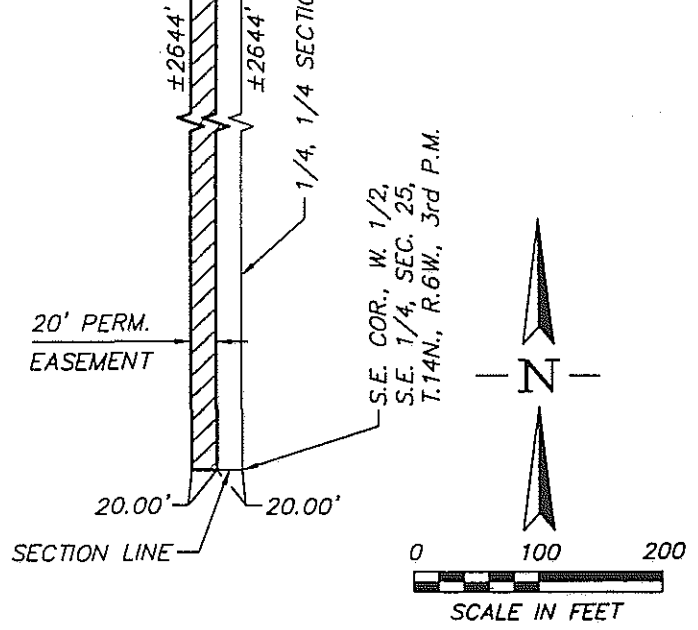
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EASEMENT PLAT



ESTATE OF G. CLIFFORD PING TO BARBARA C. WORKMAN LEGAL DESCRIPTION

A 20 foot wide easement being the South 20 feet of the North 40 feet of the East Half of the Northeast Quarter of the Southwest Quarter and the West 20 feet of the South 20 feet, of the North 40 feet of the Northwest Quarter of the Southeast Quarter and the West 20 feet of the East 40 feet of the West Half of the Southeast Quarter in Section 25, Township 14 North, Range 6 West of the Third Principal Meridian, Sangamon County, Illinois.



The above described plat correctly represents the parcel of land to be dedicated as an Easement to the Village of Chatham, Illinois

Richard Tonello

ILLINOIS PROFESSIONAL LAND SURVEYOR #2590

| REVISIONS | DATE | BY |
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GREENE & BRADFORD, INC.
OF SPRINGFIELD
CONSULTING ENGINEERS
3501 CONSTITUTION DRIVE
SPRINGFIELD, ILLINOIS 62707
(217) 793-8844, (217) 793-6227 FAX

| | |
|-------------------|--------------|
| DATE | 10/23/96 |
| DRAWN | CRUM |
| PROJ. NO. | 96-075 |
| FIELD BOOK | |
| COMPUTER FILE NO. | 9607SEP3-100 |

BARBER, SEGATTO, HOFFEE & HINES

CARL O. HOFFEE
BARRY O. HINES
BERNARD G. SEGATTO, III
R. KURT WILKE
RANDALL W. SEGATTO
HENRY R. BARBER, DEC.
BERNARD G. SEGATTO, DEC.

LAWYERS
P. O. BOX 79
SPRINGFIELD, ILLINOIS 62705-0079
TELEPHONE (217) 544-4868
TELECOPIER (217) 544-5225

SPRINGFIELD OFFICE
831 E. MONROE STREET
WAVERLY OFFICE
178 W. STATE STREET
WAVERLY, IL 62692
(217) 436-7241
PEGGI L. WEYMOUTH, CPA

EXHIBIT "B"

December 17, 1996

Village of Chatham
ATTN: Mr. Meredith
Municipal Building
116 East Mulberry
Chatham, IL 62629

RE: Ping property proposal regarding water main easements

Dear Mr. Meredith:

We represent the Ping heirs who own the property in Sections 25 and 36 of Township 14 North, Range 6 West of the Third Principal Meridian, Sangamon County, Illinois lying West and East of Trojan Road and North and South of Ostermeier Road. Pursuant to your meeting with our clients concerning a water main easement south to Auburn, across their property, we have the following proposal:

1. The Village would receive a 40 foot water main easement in Sections 25 and 36;
2. Only the following parcels will be the subject of annexation agreements with the Village:
 - (a) In the Southwest Quarter of the Northeast Quarter of Section 25, the approximately 4.0 acre "McMillan" home site;
 - (b) In the Northwest Quarter of the Southeast Quarter of Section 25, the approximately 2.5 acre "Workman" home site; and
 - (c) In the Northwest Quarter of the Northeast Quarter of Section 36, the approximately 2.0 acre "Robert Ping" home site.

Each annexed parcel would be given one free water tap. Also, the annexed areas would meet all the Village's requirements regarding eligibility to be connected to the water

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BARBER, SEGATTO, HOFFEE & HINES

Village of Chatham

Page 2

December 17, 1996

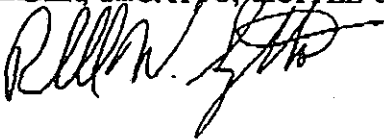
system (Re: Village Ordinance passed in the Summer of 1996 allowing only annexed owners to be connected to the Village water system);

- 3. Also, the Village would receive an easement in the Southwest Quarter of Section 25 along the South side of Ostermeier Road to serve the six 5-acre home sites. In return, the Village will grant one free tap to the owner of the Southwest Quarter of Section 25;
- 4. The costs of the water main, including all survey expenses, are to be paid by the Village;
- 5. The Village will pay for all crop damage sustained during construction and agrees to pay for future crop damage associated with the maintenance of the water line;
- 6. My clients have the right to inspect all ditches prior to their closing;
- 7. My clients will be entitled to additional water taps as needed at their expense; and
- 8. The hedge monument at the Southeast corner of the Southwest Quarter of the Northeast Quarter of Section 25 will be preserved.

Finally, pursuant to the annexation agreement of August 8, 1995, two free water taps and extension of the water line are to be provided to the residences on the West Half of the Northwest Quarter of Section 30, Township 14 North, Range 5 West. This issue needs to be resolved at this time.

Very truly yours,

BARBER, SEGATTO, HOFFEE & HINES

By 

9544/RWS/kel

Xc: Robert Ping
Barbara Workman
Joan McMillan



This Space for Recorder

ANNEXATION AGREEMENT

THIS AGREEMENT is made by Robert Lynn Ping ("Owner") and the Village of Chatham, Illinois (the "Village"), an Illinois municipal corporation, both of Sangamon County, Illinois, and is effective this 23 day of February, 1999.

WHEREAS, Owner is the record owner of property legally described on a plat of annexation attached hereto as Exhibit A ("the Property");

WHEREAS, the Property is located in unincorporated Sangamon County, Illinois, and is not yet contiguous to the Village;

WHEREAS, Owner has satisfied Village's requirements for water service to Owner's property,;

WHEREAS, Owner wishes to annex the Property to the Village upon its becoming contiguous;

WHEREAS, notice of this annexation agreement and the hearing thereon, was published in a newspaper published within the Village in accordance with applicable statutes;

WHEREAS, on January 27, 1997, the Village Board conducted a

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public hearing with respect to this Annexation Agreement;

WHEREAS, Owner has requested and the Village is willing to provide water service to the Property in exchange for an easement, which has been provided by Owner contingent upon this Agreement;

WHEREAS, Owner has petitioned the Village to annex the Property, a copy of which Petition is attached hereto as Exhibit "B";

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. An Ordinance annexing the Property, 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 to the Village.

2. The Village has constructed a water main along a boundary of the Property, and will provide the Property with one tap to such main free of charge, thereby waiving its usual tap fee. The Village shall hereafter provide water to Owner at its usual and customary charges, as in effect from time to time, that the Village charges customers located within the corporate limits of the Village.

3. Owner has granted the Village a perpetual easement with respect to such water main, a copy of which is attached hereto as Exhibit C. Said easement recites that it was granted in consideration of this Agreement; by executing this Agreement, Owner acknowledges that this Agreement meets the conditions stated in paragraph 3 of the easement.

4. 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

in Exhibit A hereto. This Agreement shall be effective upon its approval by ordinance of the Village of Chatham and its execution by the Village President thereof; it shall be effective for twenty years from the date of execution by the Village President.

5. This Agreement shall only be amended by a writing, signed by the parties and approved by the Village by ordinance. 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.

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the 23 day of February, 1999.

VILLAGE OF CHATHAM, ILLINOIS



BY: Linda Koester
LINDA KOESTER, President

Attest: Robert Lynn Ping
Village Clerk

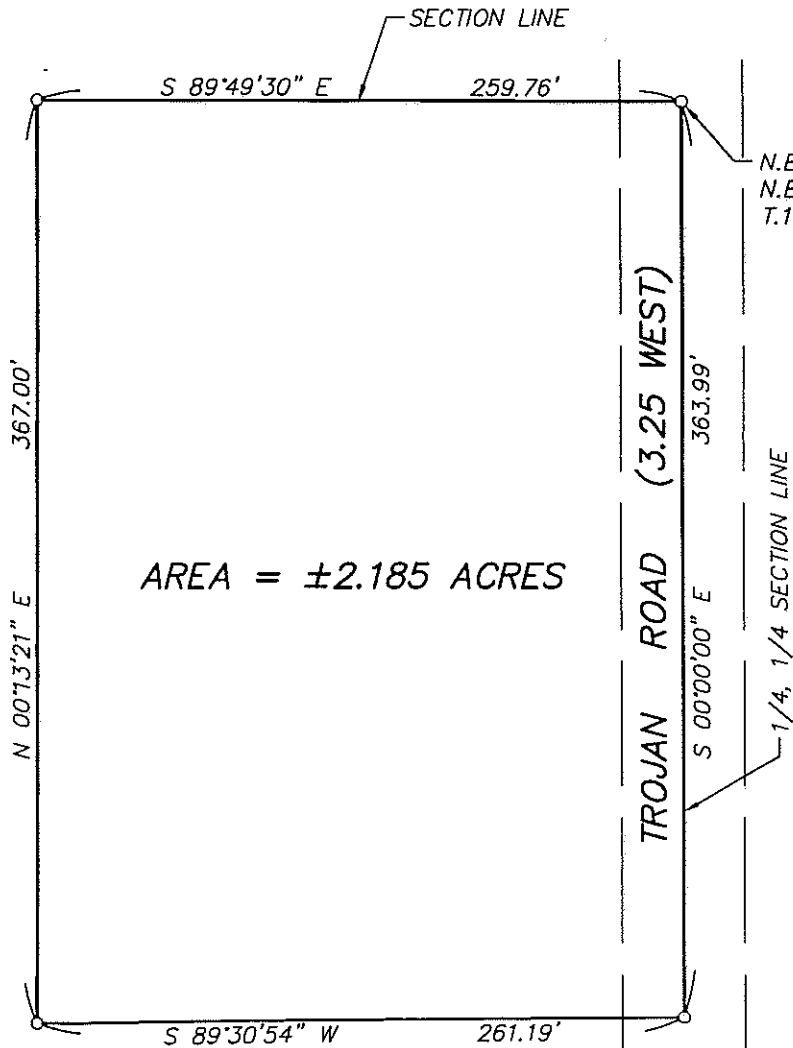
Robert Lynn Ping
ROBERT LYNN PING

Prepared by/Return to:

John M. Myers
Rabin, Myers & Hanken
1300 South 8th Street
Springfield, IL 62703
(217) 544-5000

RETURN TO:
ROBERT A. KRUEGER
VILLAGE CLERK
116 EAST MULBERRY
CHATHAM, IL 62629

PLAT OF ANNEXATION



N.E. COR., N.W. 1/4,
N.E. 1/4, SEC. 36,
T.14N., R.6W., 3rd P.M.

ROBERT LYNN PING LEGAL DESCRIPTION

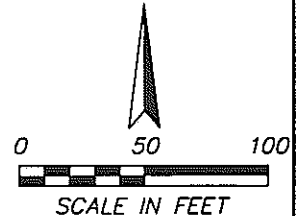
Part of the Northwest Quarter of the Northeast Quarter of Section 36, Township 14 North, Range 6 West of the Third Principal Meridian, described more particularly as follows: Beginning at an iron pipe marking the Northeast corner of the Northwest Quarter of the Northeast Quarter of the aforementioned Section 36, thence South 00 degrees 00 minutes 00 seconds East along the quarter, quarter section line a distance of 363.99 feet to an iron pipe, thence South 89 degrees 30 minutes 54 seconds West a distance of 261.19 feet to an iron pipe, thence North 00 degrees 13 minutes 21 seconds East a distance of 367.00 feet to an iron pipe on the section line, thence South 89 degrees 49 minutes 30 seconds East along the section line a distance of 259.76 feet to the point of beginning. Said tract contains 2.185 acres, more or less, all in the County of Sangamon, State of Illinois.

LEGEND

IRON PIPE (FOUND) ○

The above described plat correctly represents the parcel of land to be Annexed to the Village of Chatham, Illinois.

Richard Tonello
ILLINOIS PROFESSIONAL LAND SURVEYOR #2590



| REVISIONS | DATE | BY |
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GREENE & BRADFORD, INC.
OF SPRINGFIELD

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

| | |
|-------------------|-------------|
| DATE | 01/13/97 |
| DRAWN | CRUM |
| PROJ. NO. | 96-075 |
| FIELD BOOK | |
| COMPUTER FILE NO. | 96075AX1-50 |

000176

SUBMIT A TO ANNEX ATTORNEY AND (SIGNED)

PETITION FOR ANNEXATION

ROBERT LYNN PING ("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 set forth on an annexation plat attached hereto as Exhibit A.

Petitioner hereby state as follows:

1. The above-described territory is not yet contiguous to the Village of Chatham.
2. The above-described territory is not within the corporate limits of any other municipality.
3. Petitioner is the sole owner of record of the property, and no electors reside therein.
4. This petition is subject to the terms and conditions of an annexation agreement between Petitioner and the Village of Chatham with respect to the Property.

WHEREFORE, Robert Lynn Ping hereby requests that the above-described real estate be annexed to the Village of Chatham, Sangamon County, Illinois, upon its becoming contiguous, subject to the terms and conditions of an annexation agreement by and between Petitioner and the Village of Chatham.



Robert Lynn Ping

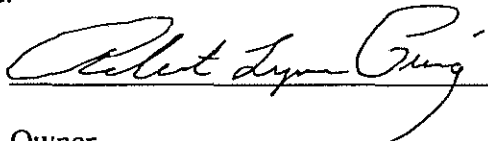
Exhibit B

000177

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

VERIFICATION

Robert Lynn Ping 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.

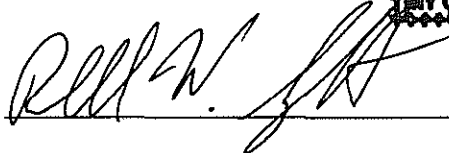


Owner

SUBSCRIBED AND SWORN TO before me

this 17th day of January

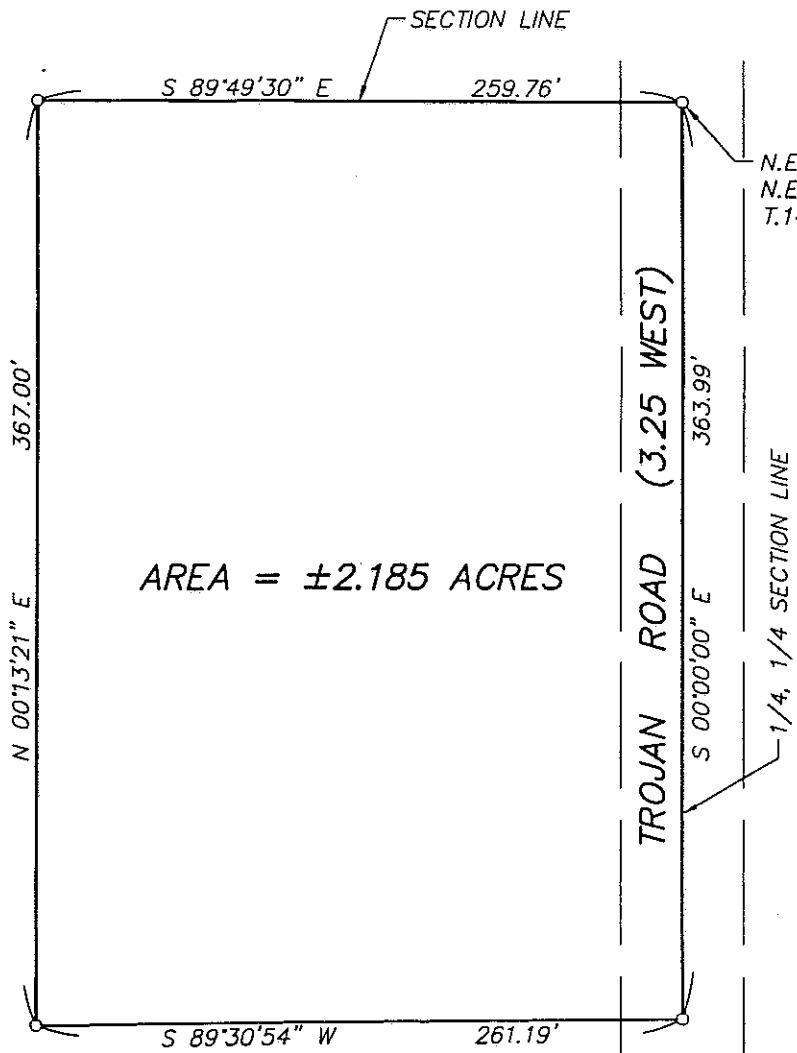




Notary Public

EXHIBIT
A
to annexation
petition

PLAT OF ANNEXATION



N.E. COR., N.W. 1/4,
N.E. 1/4, SEC. 36,
T.14N., R.6W., 3rd P.M.

ROBERT LYNN PING LEGAL DESCRIPTION

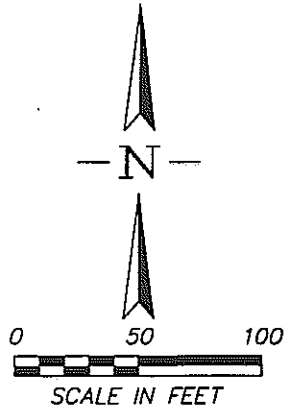
Part of the Northwest Quarter of the Northeast Quarter of Section 36, Township 14 North, Range 6 West of the Third Principal Meridian, described more particularly as follows: Beginning at an iron pipe marking the Northeast corner of the Northwest Quarter of the Northeast Quarter of the aforementioned Section 36, thence South 00 degrees 00 minutes 00 seconds East along the quarter, quarter section line a distance of 363.99 feet to an iron pipe, thence South 89 degrees 30 minutes 54 seconds West a distance of 261.19 feet to an iron pipe, thence North 00 degrees 13 minutes 21 seconds East a distance of 367.00 feet to an iron pipe on the section line, thence South 89 degrees 49 minutes 30 seconds East along the section line a distance of 259.76 feet to the point of beginning. Said tract contains 2.185 acres, more or less, all in the County of Sangamon, State of Illinois.

AREA = ±2.185 ACRES

LEGEND

IRON PIPE (FOUND) ○

The above described plat correctly represents the parcel of land to be Annexed to the Village of Chatham, Illinois.
Richard Tonellato
ILLINOIS PROFESSIONAL LAND SURVEYOR #2590



| REVISIONS | DATE | BY |
|-----------|------|----|
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GREENE & BRADFORD, INC.
OF SPRINGFIELD
CONSULTING ENGINEERS
3501 CONSTITUTION DRIVE
SPRINGFIELD, ILLINOIS 62707
(217) 793-8844, (217) 793-6227 FAX

| | |
|-------------------|-------------|
| DATE | 01/13/97 |
| DRAWN | CRUM |
| PROJ. NO. | 96-075 |
| FIELD BOOK | |
| COMPUTER FILE NO. | 96075AX1-50 |

000179

This space for Recorder of Deeds

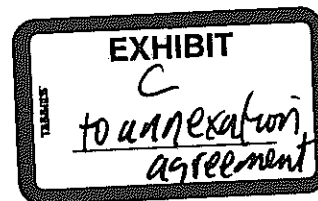
E A S E M E N T

THIS EASEMENT is granted by ROBERT LYNN PING ("Grantor") to the Village of Chatham, Illinois, an Illinois municipal corporation and its successors and assigns ("Grantee") and is dated this 27th day of December 1996.

1. In consideration of the execution of an annexation agreement as set forth in paragraph 3 hererof, Grantor hereby grants to Grantee a permanent easement on, over and under certain property owned by Grantor in Sangamon County, Illinois, the legal description of which is contained on a plat attached hereto as Exhibit A (the "Property"), with the right to erect, construct, reconstruct, replace, remove, maintain, repair and use water lines and works.

2. This easement is subject to the following conditions:

a. All lines and works shall be buried to a depth consistent with standard construction practices.



000180

b. Grantee shall indemnify Grantor against any loss, damages, claims and causes of action brought by any third party with respect to any water lines or works constructed by Grantee on the Property.

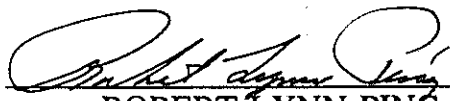
c. Grantee shall, after construction of any water lines, restore the surface of the Property to the condition and grade which it had prior to such construction.

d. Grantee shall reimburse Grantor for any crop damage occasioned by Grantee's activities with respect to Grantee's water lines.

e. Grantee shall repair or pay for the repair of any field tiles damaged during construction or maintenance of Grantee's water lines.

f. Grantee shall allow Grantor to inspect all construction of water lines prior to the ditches being backfilled.

3. This easement is further subject to the condition that on or before March 1, 1997, or such additional time as may be reasonably requested by the parties, Grantor and Grantee enter into an annexation agreement with respect to Grantor's homestead property which contains the provisions set forth in a letter from Grantor's counsel to the Grantee dated December 17, 1996 and attached hereto as Exhibit "B". Should Grantee fail or refuse to enter into such an agreement, then this easement may be terminated by 90 day's notice given by Grantor to Grantee, during which time Grantee shall (i) cure its failure or refusal to enter into the agreement; or (ii) remove its water lines and works from Grantor's property at Grantee's sole cost and expense.


ROBERT LYNN PING

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

The undersigned, a Notary Public in and for said County and State, does hereby certify that ROBERT LYNN PING, 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 they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 27th day of December, 1996.


Notary Public



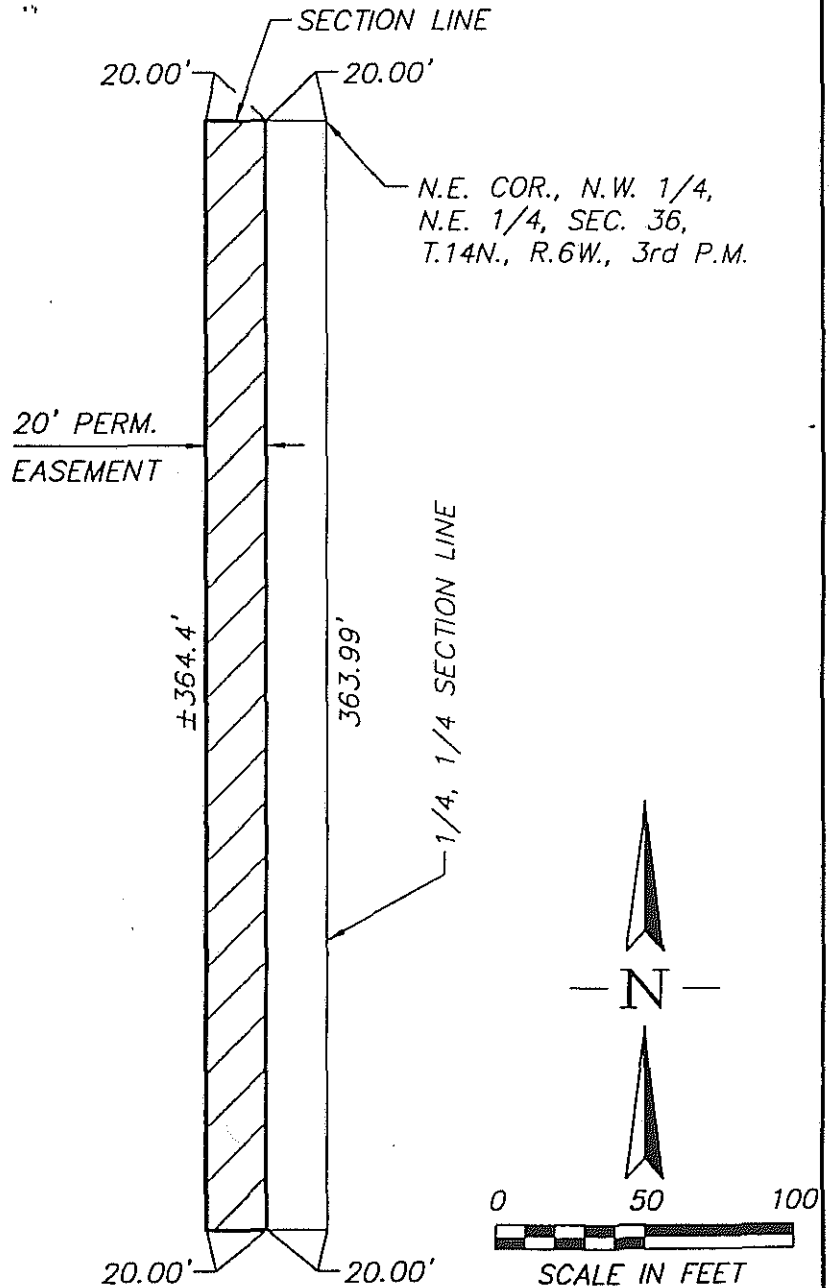
Prepared by:
Return to:

John M. Myers
RABIN, MYERS, & HANKEN, PC
Attorneys for the Village of Chatham
1300 South Eighth Street
P. O. Box 1858
Springfield, IL 62705-1858
Telephone: 217/544-5000

EASEMENT PLAT

ROBERT LYNN PING LEGAL DESCRIPTION

The West 20 feet of the East 40 feet of the following described parcel of land:
Part of the Northwest Quarter of the Northeast Quarter of Section 36, Township 14 North, Range 6 West of the Third Principal Meridian, described more particularly as follows: Beginning at an iron pipe marking the Northeast corner of the Northwest Quarter of the Northeast Quarter of the aforementioned Section 36, thence South 00 degrees 00 minutes 00 seconds East along the quarter, quarter section line a distance of 363.99 feet to an iron pipe, thence South 89 degrees 30 minutes 54 seconds West a distance of 261.19 feet to an iron pipe, thence North 00 degrees 13 minutes 21 seconds East a distance of 367.00 feet to an iron pipe on the section line, thence South 89 degrees 49 minutes 30 seconds East along the section line a distance of 259.76 feet to the point of beginning. Said tract contains 2.185 acres, more or less, all in the County of Sangamon, State of Illinois.



The above described plat correctly represents the parcel of land to be dedicated as an Easement to the Village of Chatham, Illinois

Richard Tonellato
ILLINOIS PROFESSIONAL LAND SURVEYOR #2590

GREENE & BRADFORD, INC.
OF SPRINGFIELD
CONSULTING ENGINEERS
3501 CONSTITUTION DRIVE
SPRINGFIELD, ILLINOIS 62707
(217) 793-6844, (217) 793-6227 FAX

| | |
|-------------------|-------------|
| DATE | 10/23/96 |
| DRAWN | CRUM |
| PROJ. NO. | 96-075 |
| FIELD BOOK | |
| COMPUTER FILE NO. | 96075F11-50 |

EXHIBIT

A. Easement

BARBER, SEGATTO, HOFFEE & HINES

CARL O. HOFFEE
BARRY O. HINES
BERNARD G. SEGATTO, III
R. KURT WILKE
RANDALL W. SEGATTO
HENRY R. BARBER, DEC.
BERNARD G. SEGATTO, DEC.

LAWYERS
P. O. BOX 79
SPRINGFIELD, ILLINOIS 62705-0079
TELEPHONE (217) 544-4868
TELECOPIER (217) 544-5225

SPRINGFIELD OFFICE
831 E. MONROE STREET
WAVERLY OFFICE
178 W. STATE STREET
WAVERLY, IL 62692
(217) 436-7241
PEGGIL L. WEYMOUTH, CPA

EXHIBIT "B"

December 17, 1996

Village of Chatham
ATTN: Mr. Meredith
Municipal Building
116 East Mulberry
Chatham, IL 62629

RE: Ping property proposal regarding water main easements

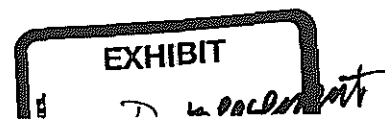
Dear Mr. Meredith:

We represent the Ping heirs who own the property in Sections 25 and 36 of Township 14 North, Range 6 West of the Third Principal Meridian, Sangamon County, Illinois lying West and East of Trojan Road and North and South of Ostermeier Road. Pursuant to your meeting with our clients concerning a water main easement south to Auburn, across their property, we have the following proposal:

1. The Village would receive a 40 foot water main easement in Sections 25 and 36;
2. Only the following parcels will be the subject of annexation agreements with the Village:
 - (a) In the Southwest Quarter of the Northeast Quarter of Section 25, the approximately 4.0 acre "McMillan" home site;
 - (b) In the Northwest Quarter of the Southeast Quarter of Section 25, the approximately 2.5 acre "Workman" home site; and
 - (c) In the Northwest Quarter of the Northeast Quarter of Section 36, the approximately 2.0 acre "Robert Ping" home site.

Each annexed parcel would be given one free water tap. Also, the annexed areas would meet all the Village's requirements regarding eligibility to be connected to the water

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BARBER, SEGATTO, HOFFEE & HINES

Village of Chatham

Page 2

December 17, 1996

system (Re: Village Ordinance passed in the Summer of 1996 allowing only annexed owners to be connected to the Village water system);

- 3. Also, the Village would receive an easement in the Southwest Quarter of Section 25 along the South side of Ostermeier Road to serve the six 5-acre home sites. In return, the Village will grant one free tap to the owner of the Southwest Quarter of Section 25;
- 4. The costs of the water main, including all survey expenses, are to be paid by the Village;
- 5. The Village will pay for all crop damage sustained during construction and agrees to pay for future crop damage associated with the maintenance of the water line;
- 6. My clients have the right to inspect all ditches prior to their closing;
- 7. My clients will be entitled to additional water taps as needed at their expense; and
- 8. The hedge monument at the Southeast corner of the Southwest Quarter of the Northeast Quarter of Section 25 will be preserved.

Finally, pursuant to the annexation agreement of August 8, 1995, two free water taps and extension of the water line are to be provided to the residences on the West Half of the Northwest Quarter of Section 30, Township 14 North, Range 5 West. This issue needs to be resolved at this time.

Very truly yours,

BARBER, SEGATTO, HOFFEE & HINES

By 

9544/RWS/kel

Xc: Robert Ping
Barbara Workman
Joan McMillan

This Space for Recorder

ANNEXATION AGREEMENT

THIS AGREEMENT is made by Joan M. McMillan ("Owner") and the Village of Chatham, Illinois (the "Village"), an Illinois municipal corporation, both of Sangamon County, Illinois, and is effective this 23 day of February, 1999.

WHEREAS, Owner is the record owner of property legally described on a plat of annexation, Exhibit "A" hereto; ("the Property");

WHEREAS, the Property is located in unincorporated Sangamon County, Illinois, and is not yet contiguous to the Village;

WHEREAS, Owner has satisfied Village's requirements for water service to Owner's property,;

WHEREAS, Owner wishes to annex the Property to the Village upon its becoming contiguous;

WHEREAS, notice of this annexation agreement and the hearing thereon, was published in a newspaper published within the Village in accordance with applicable statutes;

WHEREAS, on January 27, 1997, the Village Board conducted a

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public hearing with respect to this Annexation Agreement;

WHEREAS, Owner has requested and the Village is willing to provide water service to the Property in exchange for an easement, which has been provided by Owner contingent upon this Agreement;

WHEREAS, Owner has petitioned the Village to annex the Property, a copy of which Petition is attached hereto as Exhibit "B";

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. An Ordinance annexing the Property, 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 to the Village.

2. The Village has constructed a water main along a boundary of the Property, and will provide the Property with one tap to such main free of charge, thereby waiving its usual tap fee. The Village shall hereafter provide water to Owner at its usual and customary charges, as in effect from time to time, that the Village charges customers located within the corporate limits of the Village.

3. Owner has granted the Village a perpetual easement with respect to such water main, a copy of which is attached hereto as Exhibit C. Said easement recites that it was granted in consideration of this Agreement; by executing this Agreement, Owner acknowledges that this Agreement meets the conditions stated in paragraph 3 of the easement.

4. 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

in Exhibit A hereto. This Agreement shall be effective upon its approval by ordinance of the Village of Chatham and its execution by the Village President thereof; it shall be effective for twenty years from the date of execution by the Village President.

5. This Agreement shall only be amended by a writing, signed by the parties and approved by the Village by ordinance. 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.

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the 23 day of February, 1999.

VILLAGE OF CHATHAM, ILLINOIS

BY: Linda Koester
LINDA KOESTER, President



Attest: Robert A. Krueger
Village Clerk

Joan M. McMillan
Joan M. McMillan

Prepared by/Return to:

John M. Myers
Rabin, Myers & Hanken
1300 South 8th Street
Springfield, IL 62703
(217) 544-5000

RETURN TO:
ROBERT A. KRUEGER
VILLAGE CLERK
116 EAST MULBERRY
CHATHAM, IL 62629

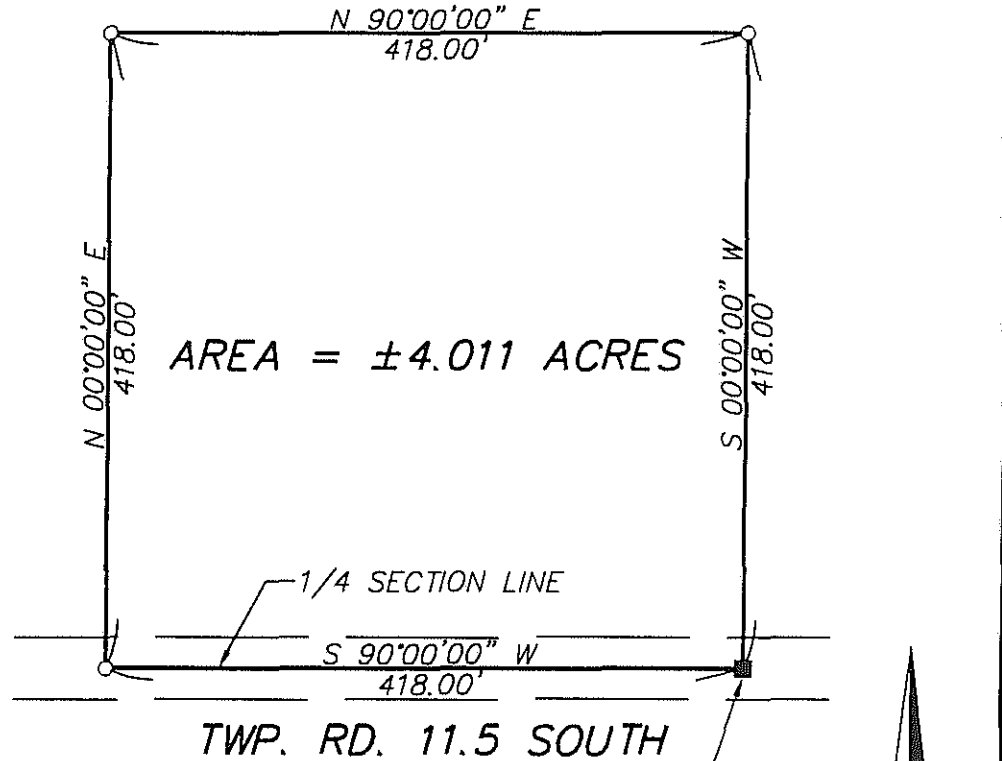
PLAT OF ANNEXATION

LEGAL DESCRIPTION

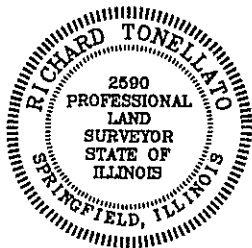
PART OF THE SOUTH ONE-HALF OF THE NORTH ONE-HALF OF SECTION 25, TOWNSHIP 14 NORTH, RANGE 6 WEST OF THE THIRD PRINCIPAL MERIDIAN; DESCRIBED MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT A STONE MARKING THE CENTER OF SAID SECTION 25, THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE QUARTER SECTION LINE A DISTANCE OF 418.00 FEET TO AN IRON PIPE, THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 418.00 FEET TO AN IRON PIPE, THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 418.00 FEET TO AN IRON PIPE, THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 418.00 FEET TO THE TRUE POINT OF BEGINNING. SAID TRACT CONTAINS 4.011 ACRES, MORE OR LESS, ALL IN THE COUNTY OF SANGAMON, STATE OF ILLINOIS.

BASIS OF BEARING IS SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE QUARTER SECTION LINE.

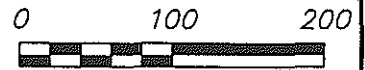


CENTER OF SEC. 25,
T.14N., R.6W., 3rd P.M.



LEGEND

STONE (FOUND) ■
IRON PIPE (FOUND) ○



SCALE IN FEET

THE ABOVE DESCRIBED PLAT CORRECTLY REPRESENTS THE PARCEL OF LAND TO BE ANNEXED TO THE VILLAGE OF CHATHAM, ILLINOIS.

Richard Tonellato
ILLINOIS PROFESSIONAL
LAND SURVEYOR #2590



GREENE & BRADFORD, INC.
OF SPRINGFIELD

CONSULTING ENGINEERS
3501 CONSTITUTION DRIVE
SPRINGFIELD, ILLINOIS 62707
(217) 793-8844, (217) 793-8227 FAX

| | |
|-------------------|--------------|
| DATE | 12/18/96 |
| DRAWN | GRUM |
| PROJ. NO. | 96-075 |
| FIELD BOOK | |
| COMPUTER FILE NO. | 96075ANX-100 |

PETITION FOR ANNEXATION

Joan M. and Eugene McMillan ("Petitioners"), being duly sworn on oath, hereby petition 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 set forth on an annexation plat attached hereto as Exhibit A.

Petitioner hereby state as follows:

1. The above-described territory is not yet contiguous to the Village of Chatham.
2. The above-described territory is not within the corporate limits of any other municipality.
3. Petitioner Joan McMillan is the sole owner of record of the property, and together with Petitioner Eugene McMillan, comprises at least 51% of the electors residing therein.
4. This petition is subject to the terms and conditions of an annexation agreement between Petitioner Joan M. McMillan and the Village of Chatham with respect to the Property.

WHEREFORE, Joan M. and Eugene McMillan hereby requests that the above-described real estate be annexed to the Village of Chatham, Sangamon County, Illinois, upon its becoming contiguous, subject to the terms and conditions of an annexation agreement by and between Petitioner and the Village of Chatham.

Joan M. McMillan
Joan M. McMillan

Eugene McMillan
Eugene McMillan

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

VERIFICATION

Joan M. McMillan and Eugene McMillan, being duly sworn on their oaths, depose and state that they have reviewed the foregoing Petition for Annexation, and the statements therein made are true and correct.

Joan M. McMillan
Joan M. McMillan

Eugene McMillan
Eugene McMillan

SUBSCRIBED AND SWORN TO before me

this 13th day of January, 1997.

R. W. Segatto
Notary Public



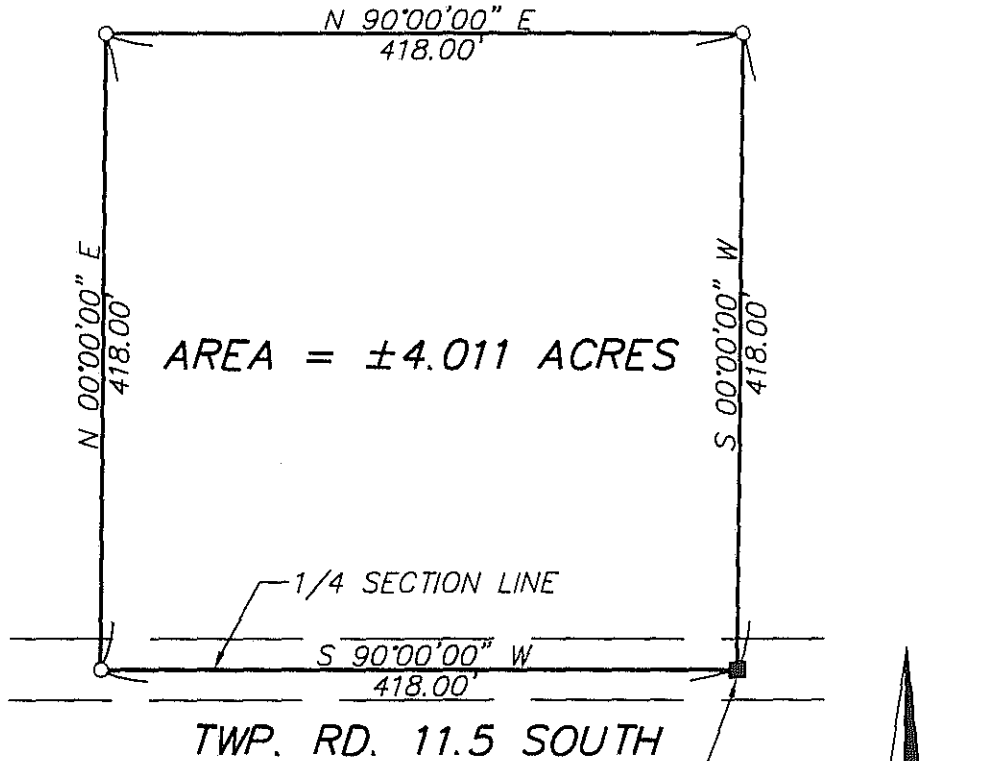
PLAT OF ANNEXATION

LEGAL DESCRIPTION

PART OF THE SOUTH ONE-HALF OF THE NORTH ONE-HALF OF SECTION 25,
TOWNSHIP 14 NORTH, RANGE 6 WEST OF THE THIRD PRINCIPAL MERIDIAN;
DESCRIBED MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT A STONE MARKING THE CENTER OF SAID SECTION 25,
THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE
QUARTER SECTION LINE A DISTANCE OF 418.00 FEET TO AN IRON PIPE, THENCE
NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 418.00 FEET
TO AN IRON PIPE, THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST
A DISTANCE OF 418.00 FEET TO AN IRON PIPE, THENCE SOUTH 00 DEGREES 00
MINUTES 00 SECONDS WEST A DISTANCE OF 418.00 FEET TO THE TRUE POINT
OF BEGINNING. SAID TRACT CONTAINS 4.011 ACRES, MORE OR LESS, ALL IN THE
COUNTY OF SANGAMON, STATE OF ILLINOIS.

BASIS OF BEARING IS SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST
ALONG THE QUARTER SECTION LINE.



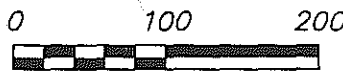
AREA = ±4.011 ACRES

CENTER OF SEC. 25,
T.14N., R.6W., 3rd P.M.



LEGEND

STONE (FOUND) ■
IRON PIPE (FOUND) ○



SCALE IN FEET

THE ABOVE DESCRIBED PLAT CORRECTLY
REPRESENTS THE PARCEL OF LAND
TO BE ANNEXED TO THE VILLAGE OF
CHATHAM, ILLINOIS.

Richard Tonellato
ILLINOIS PROFESSIONAL
LAND SURVEYOR #2590



GREENE & BRADFORD, INC.
OF SPRINGFIELD

CONSULTING ENGINEERS
3501 CONSTITUTION DRIVE
SPRINGFIELD, ILLINOIS 62707
(217) 793-8844, (217) 793-8227 FAX

DATE 12/18/96

DRAWN CRUM

PROJ. NO. 96-075

FIELD BOOK

COMPUTER FILE NO.
96075ANX-100

000194

EXHIBIT A

This space for Recorder of Deeds

E A S E M E N T

THIS EASEMENT is granted by JOAN M. and EUGENE McMILLAN ("Grantors") to the Village of Chatham, Illinois, an Illinois municipal corporation and its successors and assigns ("Grantee") and is dated this 27th day of December, 1996.

1. In consideration of the execution of an annexation agreement as set forth in paragraph 3 hererof, Grantor hereby grants to Grantee a permanent easement on, over and under certain property owned by Grantor in Sangamon County, Illinois, the legal description of which is contained on a two plats attached hereto as Exhibits A and B (the "Property"), with the right to erect, construct, reconstruct, replace, remove, maintain, repair and use water lines and works.

2. This easement is subject to the following conditions:

a. All lines and works shall be buried to a depth consistent with standard construction practices.

000195

b. Grantee shall indemnify Grantor against any loss, damages, claims and causes of action brought by any third party with respect to any water lines or works constructed by Grantee on the Property.

c. Grantee shall, after construction of any water lines, restore the surface of the Property to the condition and grade which it had prior to such construction.

d. Grantee shall reimburse Grantor for any crop damage occasioned by Grantee's activities with respect to Grantee's water lines.

e. Grantee shall repair or pay for the repair of any field tiles damaged during construction or maintenance of Grantee's water lines.

f. Grantee shall allow Grantor to inspect all construction of water lines prior to the ditches being backfilled.

3. This easement is further subject to the condition that on or before March 1, 1997, or such additional time as may be reasonably requested by the parties, Grantor and Grantee enter into an annexation agreement with respect to Grantor's homestead property which contains the provisions set forth in a letter from Grantor's counsel to the Grantee dated December 17, 1996 and attached hereto as Exhibit "C". Should Grantee fail or refuse to enter into such an agreement, then this easement may be terminated by 90 day's notice given by Grantor to Grantee, during which time Grantee shall (i) cure its failure or refusal to enter into the agreement; or (ii) remove its water lines and works from Grantor's property at Grantee's sole cost and expense.

Joan M. McMillan
Joan M. McMillan

Eugene McMillan
Eugene McMillan

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

The undersigned, a Notary Public in and for said County and State, does hereby certify that JOAN M. McMILLAN and EUGENE McMILLAN, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 27th day of December, 1996.

Randall W. Segatto
Notary Public

Prepared by:
Return to:



John M. Myers
RABIN, MYERS, & HANKEN, PC
Attorneys for the Village of Chatham
1300 South Eighth Street
P. O. Box 1858
Springfield, IL 62705-1858
Telephone: 217/544-5000

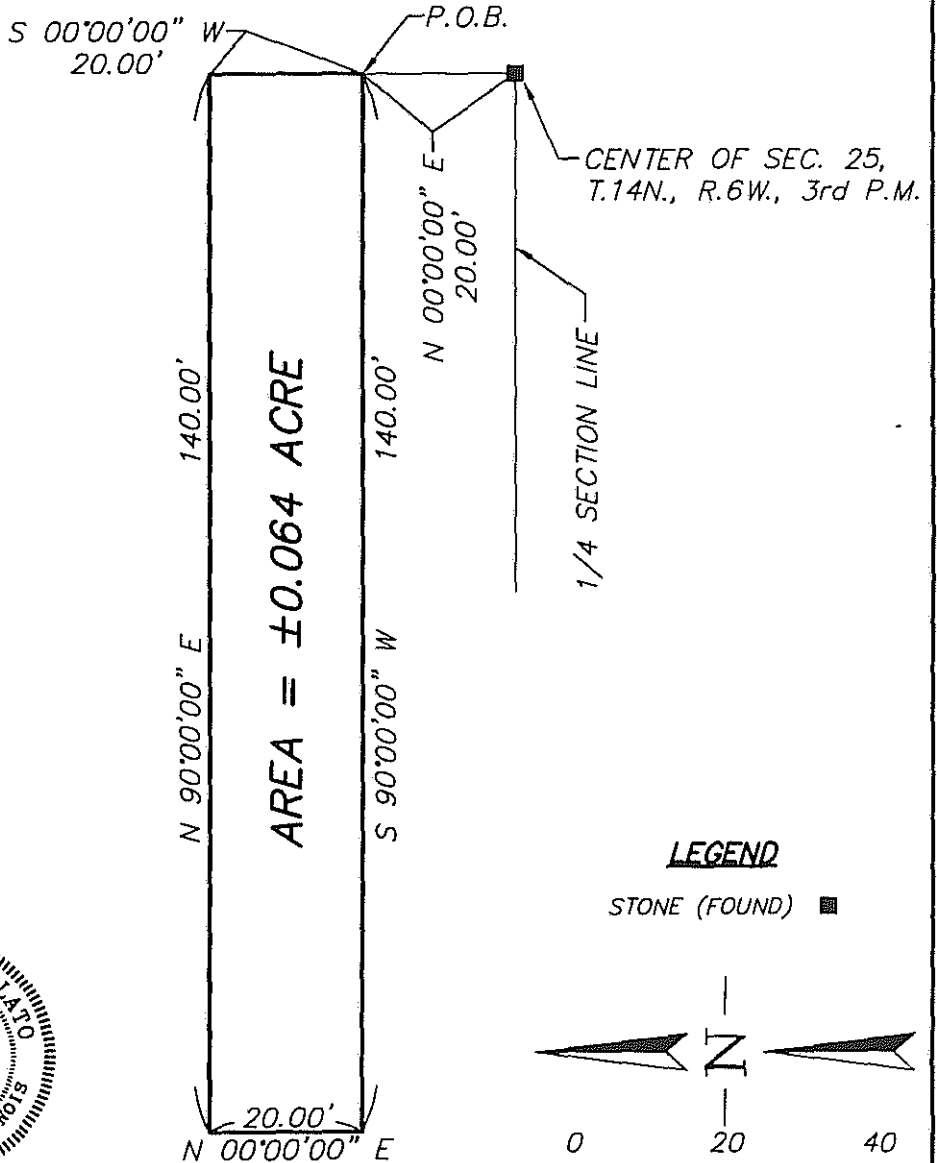
EASEMENT PLAT

JOAN M. McMILLIAN
LEGAL DESCRIPTION

PART OF THE SOUTH ONE-HALF OF THE NORTH ONE-HALF OF SECTION 25,
TOWNSHIP 14 NORTH, RANGE 6 WEST OF THE THIRD PRINCIPAL MERIDIAN;
DESCRIBED MORE PARTICULARLY AS FOLLOWS:

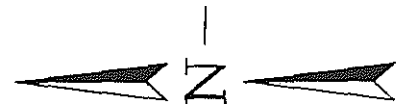
COMMENCING AT A STONE MARKING THE CENTER OF SAID SECTION 25,
THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF
20.00 FEET TO THE TRUE POINT OF BEGINNING, THENCE SOUTH 90 DEGREES 00
MINUTES 00 SECONDS WEST A DISTANCE OF 140.00 FEET, THENCE NORTH 00
DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 20.00 FEET, THENCE
NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 140.00 FEET,
THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF
20.00 FEET TO THE TRUE POINT OF BEGINNING. SAID TRACT CONTAINS 0.064
ACRE, MORE OR LESS, ALL IN THE COUNTY OF SANGAMON, STATE OF ILLINOIS.

BASIS OF BEARING IS SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST
ALONG THE QUARTER SECTION LINE.



LEGEND

STONE (FOUND) ■



0 20 40

SCALE IN FEET



THE ABOVE DESCRIBED PLAT CORRECTLY
REPRESENTS THE PARCEL OF LAND TO
BE DEDICATED AS AN EASEMENT TO
THE VILLAGE OF CHATHAM, ILLINOIS.

Richard Tonellato
ILLINOIS PROFESSIONAL
LAND SURVEYOR #2590



GREENE & BRADFORD, INC.
OF SPRINGFIELD

CONSULTING ENGINEERS

(217) 7

EXHIBIT

A

DATE 12/18/96

DRAWN CRUM

PROJ. NO. 96-075

FIELD BOOK

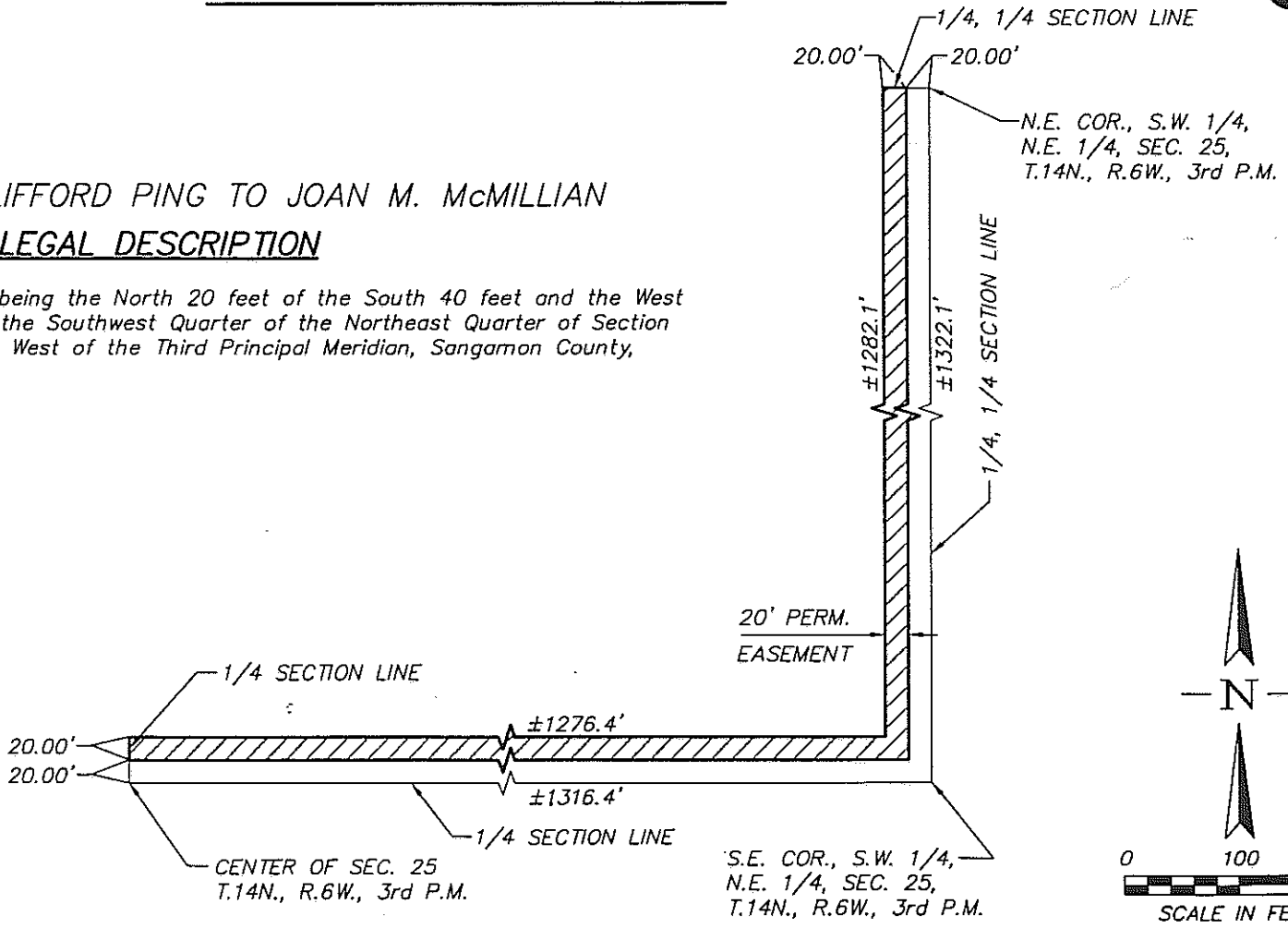
COMPUTER FILE NO.
96075E15-20

EXHIBIT
B

EASEMENT PLAT

ESTATE OF G. CLIFFORD PING TO JOAN M. McMILLIAN
LEGAL DESCRIPTION

A 20 foot wide easement being the North 20 feet of the South 40 feet and the West 20 feet of the East 40 feet of the Southwest Quarter of the Northeast Quarter of Section 25, Township 14 North, Range 6 West of the Third Principal Meridian, Sangamon County, Illinois.



The above described plat correctly represents the parcel of land to be dedicated as an Easement to the Village of Chatham, Illinois

Richard Tonellato
ILLINOIS PROFESSIONAL LAND SURVEYOR #2590

000199

| REVISIONS | DATE | BY |
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GREENE & BRADFORD, INC.
OF SPRINGFIELD
CONSULTING ENGINEERS
3501 CONSTITUTION DRIVE
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| DATE | 10/23/96 |
| DRAWN | CRUM |
| PROJ. NO. | 96-075 |
| FIELD BOOK | |
| COMPUTER FILE NO. | 96075EP2-100 |

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December 17, 1996

Village of Chatham
ATTN: Mr. Meredith
Municipal Building
116 East Mulberry
Chatham, IL 62629

RE: Ping property proposal regarding water main easements

Dear Mr. Meredith:

We represent the Ping heirs who own the property in Sections 25 and 36 of Township 14 North, Range 6 West of the Third Principal Meridian, Sangamon County, Illinois lying West and East of Trojan Road and North and South of Ostermeier Road. Pursuant to your meeting with our clients concerning a water main easement south to Auburn, across their property, we have the following proposal:

1. The Village would receive a 40 foot water main easement in Sections 25 and 36;
2. Only the following parcels will be the subject of annexation agreements with the Village:
 - (a) In the Southwest Quarter of the Northeast Quarter of Section 25, the approximately 4.0 acre "McMillan" home site;
 - (b) In the Northwest Quarter of the Southeast Quarter of Section 25, the approximately 2.5 acre "Workman" home site; and
 - (c) In the Northwest Quarter of the Northeast Quarter of Section 36, the approximately 2.0 acre "Robert Ping" home site.

Each annexed parcel would be given one free water tap. Also, the annexed areas would meet all the Village's requirements regarding eligibility to be connected to the water

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