

**AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT
WITH JANET MARCIA CURRIE, ELIZABETH SIMPSON CURRIE,
CHRISTOPHER ALEXANDER CURRIE, AND ANDREW JAMES CURRIE, AS
THE CO-TRUSTEES OF THE JANET MARCIA CURRIE INDIVIDUAL TRUST**

WHEREAS, the Village of Chatham has negotiated an annexation agreement with Janet Marcia Currie, Elizabeth Simpson Currie, Christopher Alexander Currie, and Andrew James Currie, as the co-trustees of the Janet Marcia Currie Individual Trust; a copy of the annexation agreement is attached hereto;

WHEREAS, on May 25, 1999, pursuant to notice published as prescribed by statute, the corporate authorities conducted a public hearing regarding the proposed annexation agreement;

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

SECTION 1: The annexation agreement attached hereto by and between the Village of Chatham, Illinois, and Janet Marcia Currie, Elizabeth Simpson Currie, Christopher Alexander Currie, and Andrew James Currie, as the co-trustees of the Janet Marcia Currie Individual Trust, is hereby approved.

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

SECTION 3: This Ordinance is effective immediately.

PASSED this 25 day of May, 1999.

Linda Kentu
VILLAGE PRESIDENT

Attest: R. S. A. Kueper
Village Clerk

AYES: 5

NAYS: 0

PASSED: 5/25/99

APPROVED: 5/25/99

ABSENT: Frankle

This Space for Recorder

ANNEXATION AGREEMENT

THIS AGREEMENT is made by Janet Marcia Currie, Elizabeth Simpson Currie, Christopher Alexander Currie, and Andrew James Currie, as the co-trustees of the Janet Marcia Currie Individual Trust under order of the Circuit Court of the Seventh Judicial Circuit dated September 6, 1996 in In re Estate of Jones, No. 74-P-761 (together referred to herein as "Owner") and the Village of Chatham, Illinois (the "Village"), an Illinois municipal corporation, both of Sangamon County, Illinois, and is effective this 30th day of April, 1999.

WHEREAS, Owner is the record owner of a parcel of property legally described and depicted on a Plat of Annexation attached hereto as Exhibit A ("the Property");

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

WHEREAS, Owner wishes to annex the Property to the Village, together with all

public roadways adjacent thereto or contained therein and not within the corporate limits of any other municipality;

WHEREAS, Owner wishes to obtain an initial zoning upon annexation of P-1 as to the Property, with certain waivers of the Large Scale Development provisions of the Village Subdivision Ordinance;

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

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

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

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 B.

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. As set forth in the Village of Chatham Zoning Ordinance, the property shall be zoned P-1

upon its annexation. Under the P-1 Zone, Owner may keep horses, cattle, and sheep on the Property.

3. The parties anticipate that the Property will be developed under the large scale development provisions of the Village Subdivision Ordinance. If and when a large scale development plan for the Property is presented to the Village, the Village will waive provisions in the Subdivision Ordinance which would require the construction of an internal roadway and sidewalk network to normal subdivision standards, and will permit oil and chip streets to Sangamon County rural subdivision standards, and without sidewalks. All streets in the Large Scale Development shall be privately owned, and covenants shall be recorded for the Property which provide for perpetual maintenance of the road, any stormwater detention works, and all other common areas. The Village will also permit septic systems in the large scale development, provided the requirements of the Sangamon County Health Department are met. The waivers contained in this paragraph shall not apply, however, if the large scale development plan would provide for more than 12 dwelling units.

4. Subject to receipt of the necessary IEPA permits and procurement of any necessary easements, the Village will, within six months of approval of a large scale development plan, run a six inch water main, up to 1100 feet in length and including one fire hydrant, from the southeast corner of the Property to a termination point at such location as is requested by Owner. When the water mains within the Property are built, the Village shall provide Owner free of charge with a functional surplus fire hydrant, which may be new or used, for installation by Owner at Owner's cost. Owner shall be entitled to one free tap, at a location

to be designated by Owner, at the time such mains are constructed. During the term of this Agreement, the Village shall supply water to the Property at the same rates charged to customers within the Village limits.

5. As provided in Section 11-15.1-2.1 of the Illinois Municipal Code, the Property shall be subject to the ordinances, control and jurisdiction of the Village in all respects the same as property which lies within the Village's corporate limits. Pending annexation, the Village shall provide police protection. Electric service will be provided by Rural Electric Convenience Cooperative ("RECC") at a rate not to exceed Two cents per kilowatt hour above the Village's electric rate to its residential customers in accordance with an agreement between the Village and RECC attached hereto as Exhibit C. 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.

6. 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. Any rezoning of the Property or any portion thereof after the initial zoning pursuant to this Agreement will not require amendment of this Agreement and will be done pursuant to the normal procedures in the Village Zoning Ordinance. Any change to the Zoning Ordinance which would prohibit the keeping of horses, cattle and sheep in a P-1 zone will be void as

to the Property.

7. 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.

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

9. 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.

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

11. 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.

12. 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 Owner. The parties anticipate that counsel for the Village and Owners shall be the same person. However, Owner may retain separate counsel at their expense to represent its interests.

13. The Village will reimburse engineering expenses, up to \$3,000, for the marking of trees for a roadway within the Property.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 30th day of April, 1999.



VILLAGE OF CHATHAM, ILLINOIS

BY: Linda Kuster
Village President

Attest: Robert A. Krueger
Village Clerk

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

Elizabeth Simpson Currie
ELIZABETH SIMPSON CURRIE, as co-trustee of the Janet Marcia Currie Individual Trust, and not individually



CHRISTOPHER ALEXANDER CURRIE, as co-trustee of the
Janet Marcia Currie Individual Trust, and not individually

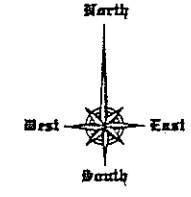
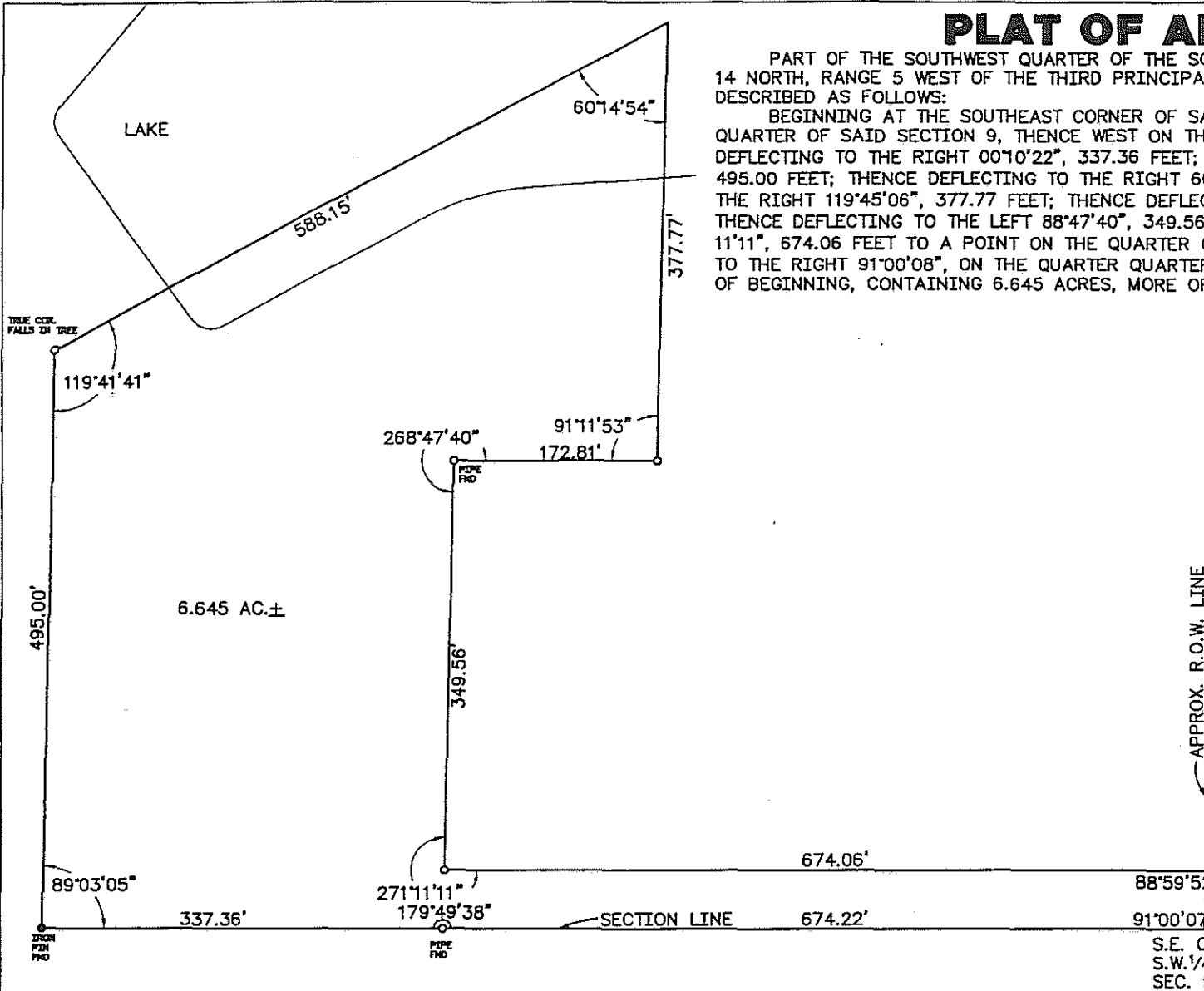


ANDREW JAMES CURRIE, as co-trustee of the Janet
Marcia Currie Individual Trust, and not individually

PLAT OF ANNEXATION

PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 14 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, SANGAMON COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9, THENCE WEST ON THE SECTION LINE, 674.22 FEET; THENCE DEFLECTING TO THE RIGHT 00°10'22", 337.36 FEET; THENCE DEFLECTING TO THE RIGHT 90°56'55", 495.00 FEET; THENCE DEFLECTING TO THE RIGHT 60°18'19", 588.15 FEET; THENCE DEFLECTING TO THE RIGHT 119°45'06", 377.77 FEET; THENCE DEFLECTING TO THE RIGHT 88°48'07", 172.81 FEET; THENCE DEFLECTING TO THE LEFT 88°47'40", 349.56 FEET; THENCE DEFLECTING TO THE LEFT 91°11'11", 674.06 FEET TO A POINT ON THE QUARTER QUARTER SECTION LINE; THENCE DEFLECTING TO THE RIGHT 91°00'08", ON THE QUARTER QUARTER SECTION LINE, 50.00 FEET TO THE POINT OF BEGINNING, CONTAINING 6.645 ACRES, MORE OR LESS.



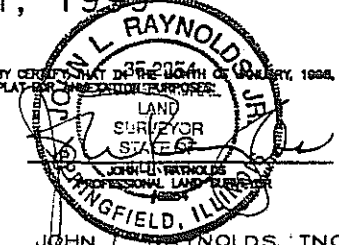
- IRON PIN
- IRON PIPE

SCALE 1" = 100'-0"



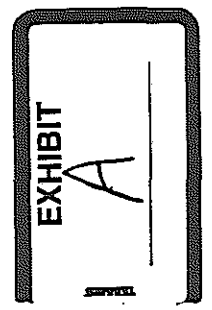
MAY, 1999

I DO HEREBY CERTIFY THAT ON THE 10TH DAY OF MAY, 1999, I PREPARED THIS PLAT FOR THE ABOVE DESCRIBED PROPERTY.



JOHN L. REYNOLDS, INC.
LAND SURVEYING, PLANNING & ENGINEERING
5201 S. Sixth St., Springfield, IL 62703-5143
(217)-241-3500

88°59'52"
91°00'07"
S.E. COR.
S.W. 1/4, S.E. 1/4,
SEC. 9-14-5 3P.M.



PETITION FOR ANNEXATION

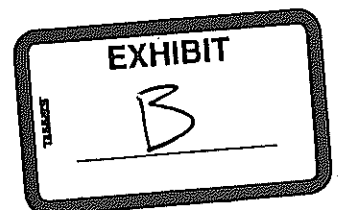
Janet Marcia Currie, Elizabeth Simpson Currie, Christopher Alexander Currie, and Andrew James Currie, as the co-trustees of the Janet Marcia Currie Individual Trust under order of the Circuit Court of the Seventh Judicial Circuit dated September 6, 1996 in In re Estate of Jones, No. 74-P-761 ("Petitioners"), being duly sworn on their 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, and a map of which are contained on a Plat of Annexation attached hereto as Exhibit A, together with all public roadways therein contained or contiguous thereto.

Petitioners hereby state as follows:

- A. The above-described territory is not yet contiguous to the Village of Chatham, but will be contiguous at the time of annexation.
- B. The above-described territory is not within the corporate limits of any other municipality.
- C. The Petitioners are the sole owners of record of the property, and comprise a majority of the electors residing therein.

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

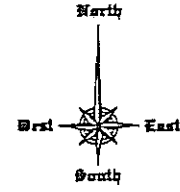
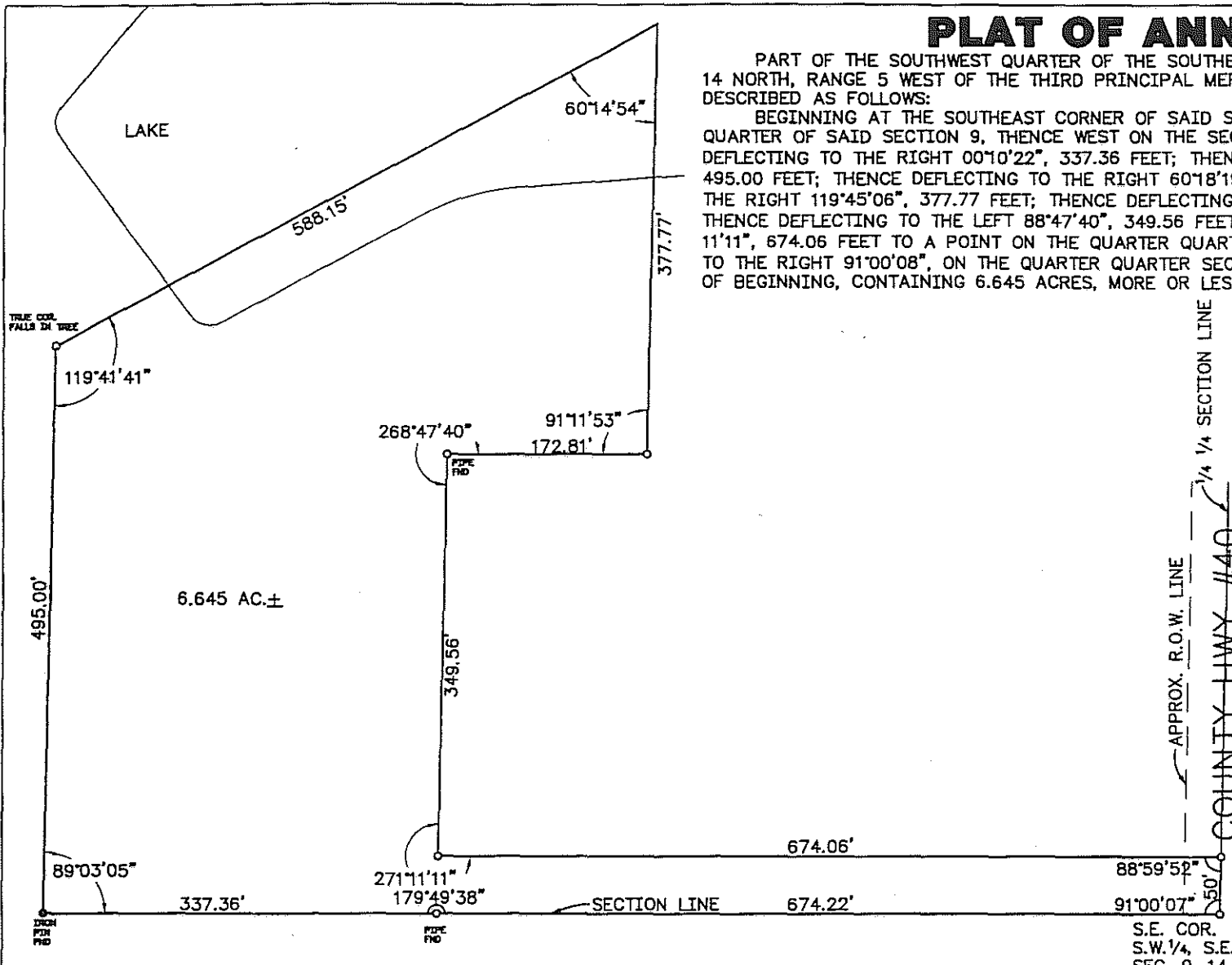
Dated this 30th day of April, 1999



PLAT OF ANNEXATION

PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 14 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, SANGAMON COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9, THENCE WEST ON THE SECTION LINE, 674.22 FEET; THENCE DEFLECTING TO THE RIGHT 00°10'22", 337.36 FEET; THENCE DEFLECTING TO THE RIGHT 90°56'55", 495.00 FEET; THENCE DEFLECTING TO THE RIGHT 60°18'19", 588.15 FEET; THENCE DEFLECTING TO THE RIGHT 119°45'06", 377.77 FEET; THENCE DEFLECTING TO THE RIGHT 88°48'07", 172.81 FEET; THENCE DEFLECTING TO THE LEFT 88°47'40", 349.56 FEET; THENCE DEFLECTING TO THE LEFT 91°11'11", 674.06 FEET TO A POINT ON THE QUARTER QUARTER SECTION LINE; THENCE DEFLECTING TO THE RIGHT 91°00'08", ON THE QUARTER QUARTER SECTION LINE, 50.00 FEET TO THE POINT OF BEGINNING, CONTAINING 6.645 ACRES, MORE OR LESS.



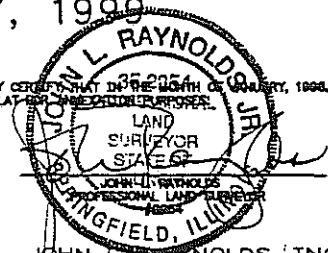
—●— IRON PIN
—○— IRON PIPE

SCALE 1" = 100'-0"



MAY, 1999

I DO HEREBY CERTIFY THAT IN THE MONTH OF MAY, 1999, I PREPARED THIS PLAT FOR THE ABOVE PURPOSES.



JOHN L. REYNOLDS, INC.
LAND SURVEYING, PLANNING & ENGINEERING
5201 S. Sixth St., Springfield, IL 62703-5143
(217)-241-3500



S.E. COR.
S.W. 1/4, S.E. 1/4,
SEC. 9-14-5 3P.M.

EXHIBIT
A to
Annexation
Petition

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

VERIFICATION

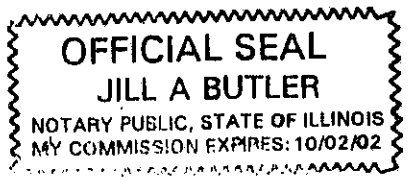
Janet Marcia Jones Currie, being duly sworn on oath, deposes and state that she has reviewed the foregoing Petition for Annexation, and the statements therein made are true and correct.

Janet Marcia Jones Currie
Janet Marcia Jones Currie

SUBSCRIBED AND SWORN TO before me

this 30th day of April, 1999.

Jill A. Butler
Notary Public



SERVICE AREA AGREEMENT

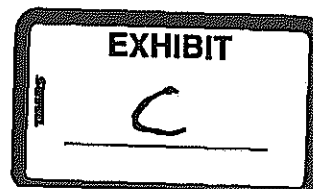
THIS AGREEMENT is by and between the Village of Chatham, Illinois, an Illinois municipal corporation, ("Village") and Rural Electric Convenience Cooperative, an Illinois not-for-profit corporation, ("RECC") and is effective as of the date established by Paragraph 12 hereof.

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

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

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

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



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

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

1. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VILLAGE OF CHATHAM, ILLINOIS, an
Illinois municipal corporation,

Dated

2/26/96

By:

Lynde Kertu

Its President

ATTEST:

Senny Mooney
Village Clerk

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

Dated

2/26/96

By:

Jimmy S. Ayers

Its President

ATTEST:

Lyle R. Yeaman
Its Secretary

C:\wp51\liler\chatham\servic2

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-____, adopted by the President and Board of Trustees of said Village on the _____ day of _____, 1999, said Ordinance being entitled:

**AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT
WITH JANET MARCIA CURRIE, ELIZABETH SIMPSON CURRIE,
CHRISTOPHER ALEXANDER CURRIE, AND ANDREW JAMES CURRIE, AS
THE CO-TRUSTEES OF THE JANET MARCIA CURRIE INDIVIDUAL TRUST**

I do further certify that prior to the making of this certificate, the said Ordinance was spread at length upon the permanent records of said Village, where it now appears and remains.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Village this _____ day of _____, 1999.

Village Clerk