

This Space for Recorder of Deeds

Ordinance No. 99- 56

AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT WITH BALL CHATHAM COMMUNITY UNIT SCHOOL DISTRICT NO. 5

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 Ball Chatham Community Unit School District No. 5, 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 23 day of NOVEMBER, 1999.

Linda Krester
VILLAGE PRESIDENT

Attest: [Signature]
Village Clerk

AYES: 5

NAYS: 0

PASSED: 11-23-99

APPROVED: _____

ABSENT: 1

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. 99-56, adopted by the President and Board of Trustees of said Village on the 23 day of NOVEMBER, 1999, said Ordinance being entitled:

AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT WITH BALL CHATHAM COMMUNITY UNIT SCHOOL DISTRICT NO. 5

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 23 day of NOVEMBER 1999.



Village Clerk

This Space for Recorder

ANNEXATION AGREEMENT

THIS AGREEMENT is made by Ball Chatham Community Unit School District No. 5 ("District"); and the Village of Chatham, Illinois (the "Village"), an Illinois municipal corporation, both of Sangamon County, Illinois, and is effective this 23 day of NOVEMBER, 1999.

WHEREAS, District is the record owner of certain real estate comprising 80 acres, more or less, and legally described and depicted on a Plat of Annexation attached hereto as Exhibit A ("the District Property");

WHEREAS, the District Property is located in unincorporated Sangamon County, Illinois, and is contiguous to the corporate limits of the Village;

WHEREAS, District wishes to annex the District 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, the District proposes to develop the District Property initially as a high

school, (the "New High School") with potential future development of additional schools on the District Property;

WHEREAS, in conjunction with the annexation and development of the District, the Village is simultaneously entering into an annexation agreement (the "Phoenix Annexation Agreement") with Phoenix Grove Ventures, LLC ("Phoenix") pertaining to the annexation of certain property and legally described and depicted on a Plat of Annexation attached hereto as Exhibit B ("the Phoenix Property"); the Phoenix Agreement also contains provisions relating to zoning and subdivision restrictions pertaining to Oakbrook Estates Subdivision, and modifies a prior annexation agreement which was recorded with the Recorder of Deeds of Sangamon County on May 31, 1995;

WHEREAS, Phoenix and the District have entered into a contract detailing their mutual responsibilities with respect to development of the District Property and the Phoenix Property; a copy of that contract (the "District-Phoenix Contract") is attached hereto as Exhibit "C" and incorporated by reference; and the District-Phoenix Contract names the Village as a third party beneficiary;

WHEREAS, Phoenix and the District have developed a preliminary plan for the orderly and efficient development of the District Property, the Phoenix Property, and adjoining areas of Oakbrook Estates Subdivision which were part of the First Oakbrook Estates Subdivision Agreement is attached hereto as Exhibit "D" (the "Preliminary Plan");

WHEREAS, the District has requested that the District Property be zoned R-1, with a special use to allow its use as a school or schools, upon annexation to the Village;

WHEREAS, the Village is willing to grant certain variances of the requirements of its Subdivision Ordinance, including, as to the District, the large scale development provisions thereof, in order to accommodate the parties, and to grant the specific zoning desired by the parties;

WHEREAS, the Village is willing to assist with the development of certain infrastructure to serve the District Property;

WHEREAS, District has petitioned to annex the District Property conditional upon this agreement; its petition is attached hereto as Exhibit E;

WHEREAS, and the subdivision and zoning provisions and variances provided for herein have been reviewed by the Planning Commission of the Village after a public hearing pursuant to notice as required by statute, and the corporate authorities of the Village have conducted a public hearing regarding this Agreement pursuant to notice as required by statute;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The corporate authorities of the Village shall adopt an ordinance annexing the District Property within 30 days of the execution of this Agreement.
2. Simultaneously with annexation of the District Property, the corporate authorities of the Village shall adopt an ordinance zoning the District Property R-1 with a special use permit to allow the use of the Property as a high school or other public school or schools.
3. Subject to payment by Phoenix of the sum of \$54,000 as set forth in the

Phoenix Annexation Agreement, the Village shall construct a ten inch water main from Park Avenue to Gordon Drive to serve the District Property. The Village will also construct the water main on district property as depicted in Exhibit "G" attached hereto. The expense for material installed on District property shall be borne by the District. In the event that District desires during the term of this Agreement to make additional connections of structures on the District Property to Village water mains, the Village shall waive its normal tap fees for the District, except that the District shall pay the Village's actual expenses for engineering, materials (including meter and associated equipment) and labor in connection with any such taps.

4. a. Within 30 days of execution of this Agreement, the District shall convey by warranty deed the 80 foot, more or less, roadway right-of way along the southern boundary of the District Property, as depicted on the Preliminary Plan, to the Village. Village consents to the location of Plummer Boulevard within the strip conveyed by the District, as depicted on the Preliminary Plan.

b. In accordance with such Preliminary Plan, the District shall construct a temporary road from Gordon Drive to the west approximately 1600 feet, the road base to consist of not less than 8 inches of aggregate, on Geo-textile fabric, on lime-stabilized soil. The Village shall construct the balance of such road in accordance with the Preliminary Plan to the western boundary of the Property, and shall be responsible for surfacing the entire road, from Gordon Drive to the western boundary of the District Property, with oil and chip overlay. Such overlay will be completed by the Village on or before October 1, 2000.

c. On or before December 31, 1999, the Village shall pay the District the sum of \$85,000 in reimbursement of the District's expenses incurred in connection with the development and construction of the aforesaid temporary road.

d. The Village shall construct all necessary storm sewers, within the roadway easement.

e. Nothing in this agreement assigns responsibility for the construction of a final overlay for Plummer Boulevard in the right-of-way to be conveyed by the District to the Village; such responsibility shall be a matter for future negotiation by the parties.

5. The Village has agreed to allow Phoenix to provide part of the required storm water detention for Oakbrook Estates Subdivision off-site, in an area located on the District Property and marked "Storm Water Detention Area" on the Preliminary Plan. The District agrees that the Storm Water Detention Area shall be sized to detain storm water flows from the School Property in addition to the flows from Oakbrook Estates subdivision, and shall be constructed by the District as part of the construction of the New High School. The District shall have all maintenance responsibilities with respect to such Storm Water Detention Area in the future.

6. On or before October 1, 2000, the Village shall construct traffic signals as described in Exhibit "F" hereto at the intersection of Plummer Boulevard and Gordon Drive, and at the intersection of Plummer Boulevard and Peachtree Drive. The Village expects to receive \$200,000 of grant funds to pay for the signals, but shall in any event not be responsible to pay more for the signals than grant funds received.

7. In connection with the construction of Plummer Boulevard, the Village will construct the intersection of Plummer Boulevard and Gordon Drive and the intersection of Plummer Boulevard and Peach Tree Drive. The Village expects to receive \$200,000 in grant funds to pay for this road work, but shall in any event shall not be responsible to pay more for the road work than grant funds received. The subdivision requirement for sidewalks is hereby waived on the north side of Plummer Boulevard from the west edge of the District property to the intersection of Plummer Boulevard and Peachtree Drive.

8. Contingent upon the grant by Phoenix to the Village of the necessary easements as required by the Phoenix-District Contract, the Village shall provide at its expense all necessary electric lines of a capacity sufficient to serve the New High School at a location on the north side of the New High School as depicted on the Preliminary Plan. The District shall have all responsibility for the design and installation of the electric system internal to the District Property, including any transformers and meters, subject to the Village's review of the plans for consistency with sound engineering practice. The Village shall during the term of this Agreement provide electric power to the District Property at its governmental rate, and agrees that the governmental energy rate shall be at least as favorable as the rate for residential users in the Village.

9. As required by the Phoenix-District Contract, the Phoenix shall provide a sanitary sewer connection for the New High School and shall convey the necessary easements for a sewer line to the Village.

10. The Village shall by ordinance approve the Preliminary Plan attached hereto

as Exhibit C; the Preliminary Plan shall serve both as a preliminary plan for the several final plats of Oakbrook Estates Subdivision, and also as the site plan for the District Property under the large scale development provisions of the Subdivision Ordinance.

11. Nothing in this Agreement shall be construed as limiting 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 District Property or the Phoenix Property. However, in the event of a conflict between the Village ordinances and this Agreement, this Agreement shall prevail. Any rezoning of the District Property, the Phoenix Property, or land subject to the First Oakbrook Estates Subdivision Agreement, 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.

12. 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.

13. This Agreement shall only be amended by a writing, signed by the parties and approved by the Village by ordinance and by resolution of the corporate authorities of the District.

14. The Village shall enact such ordinances, execute such documents, and issue

such permits and certificates as shall be required to effectuate this Agreement and any ordinance adopting it.

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

16. 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.

17. All notices and other communications required under this Agreement shall be in writing and delivered either personally or by depositing the same, postage pre-paid, to the parties at the following addresses (or such other addresses as may be designated by the parties from time to time):

A. Village of Chatham, Illinois
Attention: Village Administrator
117 East Mulberry Street
Chatham, IL 62629

Copy to Village Attorney

B. Ball Chatham Community Unit School District No. 5
201 West Mulberry Street
Chatham, IL. 62629

Copy to the District's attorney

18. No party to this agreement shall bring any action for a breach of this Agreement unless that party has given written notice of the breach to the breaching party,

and the breaching party has not cured the breach within 30 days of receipt thereof. The sole remedies for breach of this agreement shall be an action for specific performance, mandamus, injunction, or other equitable relief; in no event shall any party be awarded damages of any sort, or attorneys fees, expenses, or costs, resulting from any other party's breach of this Agreement.

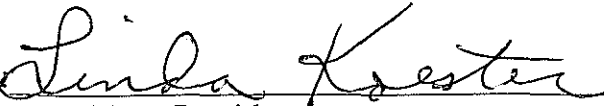
19. The failure of the parties to insist upon the strict and prompt performance of the terms, covenants, agreement, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

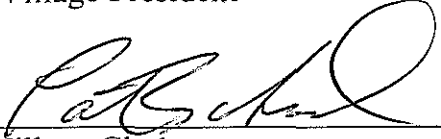
20. If the performance of any covenant to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include acts of God, war, acts of civil disobedience, strikes or similar acts), the time for such performance shall be extended by the amount of time of such delay.

21. Default by the District under the Phoenix-District Contract shall be a default under this Agreement. This Agreement, the Phoenix-District Contract and the Phoenix Annexation Agreement shall be construed together as constituting a single transaction.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 25 day of NOVEMBER, 1999.

VILLAGE OF CHATHAM, ILLINOIS

By: 
Village President

Attest: 
Village Clerk

BALL CHATHAM COMMUNITY UNIT SCHOOL DISTRICT NO. 5

BY: _____
Its Superintendent

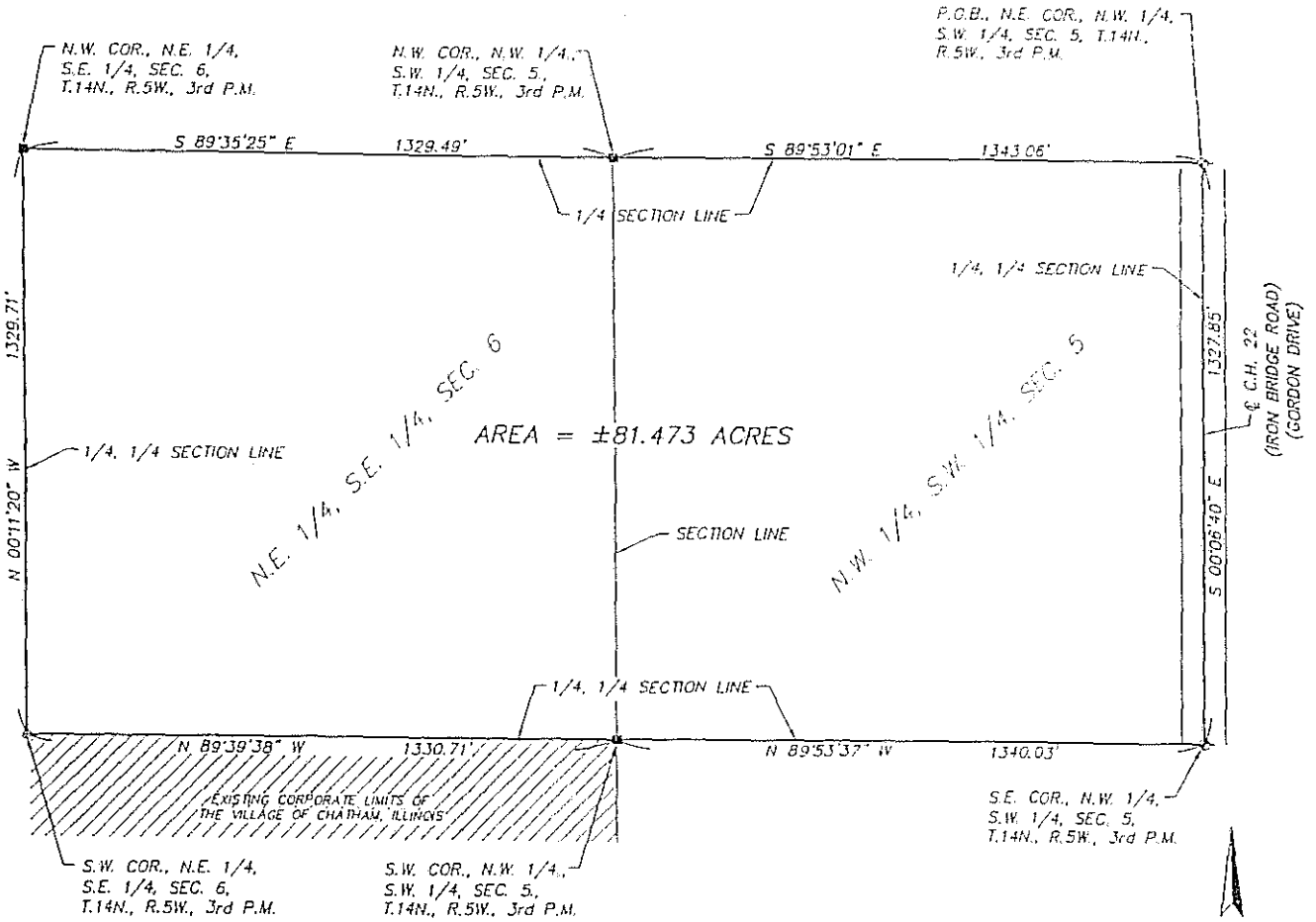
Attest: _____
Secretary

PLAT OF ANNEXATION




TO THE VILLAGE OF CHATHAM, ILLINOIS

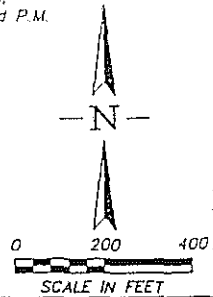
LEGAL DESCRIPTION

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5 AND
THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, ALL
IN TOWNSHIP 14 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN,
IN SANGAMON COUNTY, ILLINOIS.



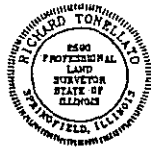
LEGEND

STONE (FOUND) 
 AXLE (FOUND) 
 DISK (FOUND) 



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

Richard T. Mallett
 ILLINOIS PROFESSIONAL LAND SURVEYOR # 2590



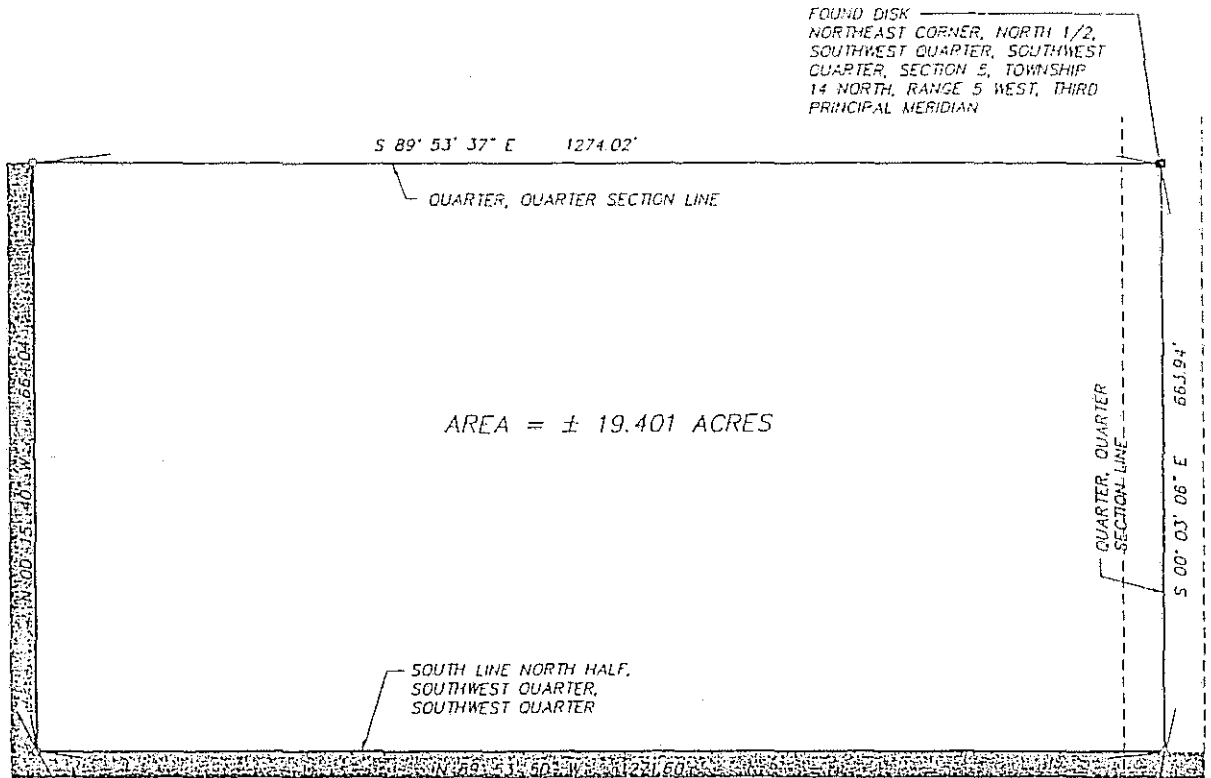
REVISIONS	DATE	BY

	GREENE & BRADFORD, INC. OF SPRINGFIELD	DATE 07/28/99
	CONSULTING ENGINEERS 1501 CONSTRUCTION DRIVE SPRINGFIELD, ILLINOIS 62707 (217) 793-8444, (217) 793-8227 FAX	DRAWN CRUM
	PROFESSIONAL LAND SURVEYING FIRM NO. 048-000098	PROJ. NO. 99-099
		FIELD BOOK COMPUTER FILE NO. 99099PA-200

EXHIBIT A

PLAT OF ANNEXATION

THE NORTH HALF OF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 14 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE WEST 66 FEET THEREOF, ALL IN THE COUNTY OF SANGAMON, STATE OF ILLINOIS.



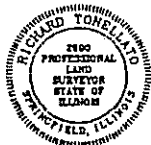
OAKBROOK ESTATES
UNPLATTED AREA

GORDON DRIVE

LEGEND

- DISK (FOUND) ■
- IRON PIPE (FOUND) ○
- P.K. NAIL (FOUND) ⊠

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



ILLINOIS PROFESSIONAL LAND SURVEYOR # 2590

FOUND P.K. NAIL
SOUTHEAST CORNER NORTH HALF,
SOUTHWEST QUARTER, SOUTHWEST
QUARTER, SECTION 5



REVISIONS	DATE	BY



GREENE & BRADFORD, INC.
OF SPRINGFIELD
CONSULTING ENGINEERS
3501 CONSTITUTION DRIVE
SPRINGFIELD, ILLINOIS 62707
(217) 793-8544, (217) 793-8227 FAX

DATE	05-26-91
DRAWN	DEFRATES
PROJ. NO.	96-388
FIELD BOOK	
COMPUTER FILE NO.	96J88ANX - 10C

EXHIBIT B

AGREEMENT

Agreement entered into this 29th day of October, 1999 by and between **BALL-CHATHAM COMMUNITY UNIT SCHOOL DISTRICT NO. 5**, a body corporate and politic of the State of Illinois ("District") and **PHOENIX GROVE VENTURES, LLC**, an Illinois limited liability corporation ("Phoenix"), WITNESSETH:

WHEREAS, District is the owner of an 80-acre school site situated on Gordon Drive and located east of Chatham, Sangamon County, Illinois (hereinafter referred to as the "School Site") and legally described as:

The Northwest Quarter of the Southwest Quarter of Section 5; and
the Northeast Quarter of the Southeast Quarter of Section 6; all in
Township 14 North, Range 5 West of the Third Principal Meridian;
and

WHEREAS, Phoenix is the owner of real estate intended for residential development located south of the School Site (hereinafter referred to as the "Residential Property"); and

WHEREAS, District intends to construct a high school facility on the School Site; and

WHEREAS, it is in the mutual best interests of District and Phoenix to cooperate in the planning and development of the infrastructure attendant to the School Site and the Residential Property, and to share certain expenses associated with the construction of infrastructure improvements.

NOW THEREFORE, for and in consideration of the mutual promises hereinafter set forth, the parties hereto agree that:

1. **District Obligations:**

- (a) District shall reserve up to six acres as necessary to construct a drainage detention facility that will serve both the School Site and the Residential Property. Such detention facility shall be situated on the north easterly portion of the School Site in a location approved and designated by District's consulting engineers, Greene & Bradford, Inc..
- (b) District shall be solely responsible for all maintenance and repairs in connection with the detention facility, and for any safety/security measures implemented at or about the detention facility site.
- (c) District shall provide such drainage easements as are approved by Greene & Bradford, Inc. to facilitate drainage of the Residential Property to the detention facility.

2. **Phoenix Obligations:**

- (a) On or before December 31, 1999, Phoenix shall pay District \$130,000.00 in full satisfaction of its share of detention facility development and construction costs, or at Phoenix's option, shall escrow with Brown, Hay & Stephens such sum of \$130,000.00 in full satisfaction of Phoenix's share of detention facility development and construction costs, which escrowed funds shall be paid to District at such time as the detention facility shall be certified as substantially completed by Greene & Bradford, Inc.
- (b) Phoenix shall, at its sole expense, on or before April 1, 2000 (or at such later date as designated by District) extend a 15-inch sanitary sewer to the School Site in accordance with the Site Plan prepared by Greene & Bradford, Inc. and attached hereto and incorporated herein as Exhibit A. In addition, Phoenix shall, on or before October 10, 1999, provide such easements as are necessary for extension of electricity and other utilities to the School Site in accordance with said Exhibit A.

3. **Miscellaneous Provisions:**

- (a) In the event that either party shall be required to refer any provision of this Agreement to litigation for enforcement, then the losing party in such litigation shall reimburse the prevailing party for all attorney fees and court costs thereby incurred.
- (b) Each party shall promptly undertake such actions and execute such documents as shall be necessary and appropriate to facilitate the terms of this Agreement.

- (c) The parties acknowledge as follows in connection with the extension of Plummer Boulevard to Gordon Drive in accordance with the attached Site Plan:
 - (i) By separate agreement, District shall convey to the Village of Chatham such portion of the south 80 feet of the School Site as is necessary to facilitate the extension of Plummer Boulevard.
 - (ii) By separate agreement, Phoenix shall dedicate such portion of the Residential Property as shall be necessary to establish the east/west right-of-way along the southern boundary of Plummer Boulevard.
- (d) The foregoing commitments of the parties represent the entire consideration for this Agreement, and neither party shall provide any cash compensation to the other party in exchange for such commitments.
- (e) This Agreement shall not take effect until such time as each party hereto has entered into an Annexation Agreement with the Village of Chatham and the Village of Chatham has annexed the School Site and the Residential Property within its corporate limits.
- (f) The parties hereto acknowledge that the Village of Chatham is a third party beneficiary to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate to take effect as of the date and year first above written.

**BALL-CHATHAM COMMUNITY UNIT
SCHOOL DISTRICT NO. 5,**

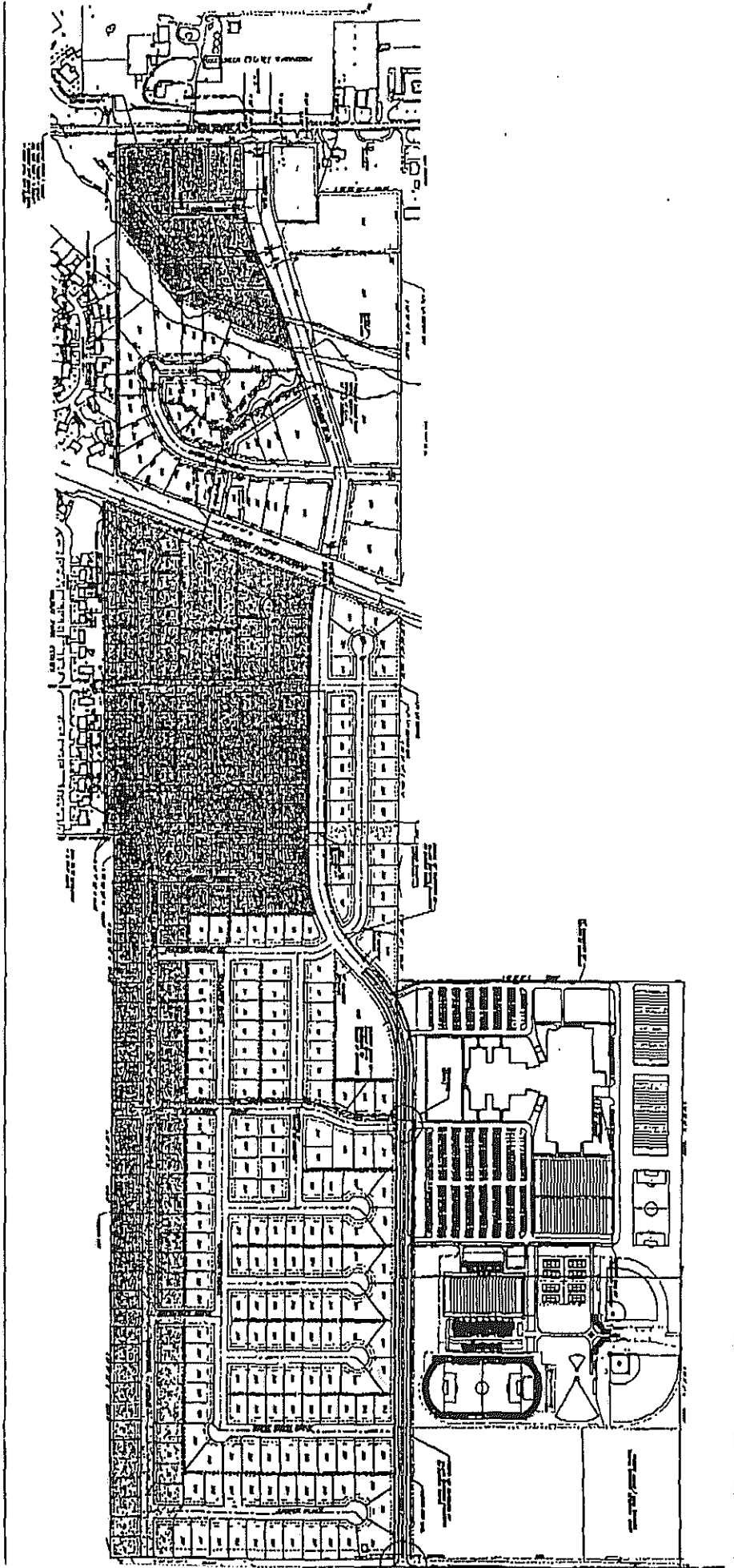
Attest. Kim Anderson
Secretary

By: Jim Keenan
President, Board of Education

PHOENIX GROVE VENTURES, LLC,

By: [Signature]
Its Manager

Exhibit A



PETITION FOR ANNEXATION

BALL-CHATHAM COMMUNITY UNIT SCHOOL DISTRICT NO. 5, an Illinois unit of local government ("Petitioner"), hereby petitions 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 1, together with all public roadways therein contained or contiguous thereto.

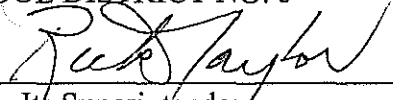
Petitioner hereby states as follows:


- A. The above-described territory is contiguous to the Village of Chatham.
- B. The above-described territory is not within the corporate limits of any other municipality.
- C. Petitioner is the sole owner of record of the property, and there are no electors residing therein.
- D. This petition is subject to and conditional on the terms and conditions of an annexation agreement between the Petitioner and the Village, to which this petition is attached as an exhibit.

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

Dated this 19th day of October, 1999.

BALL-CHATHAM COMMUNITY UNIT
SCHOOL DISTRICT NO. 5

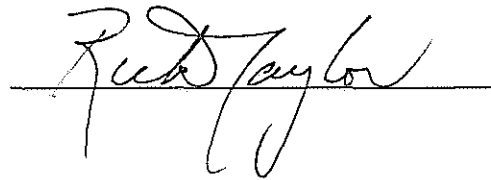
By: 
Its Superintendent

Attest: 
Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

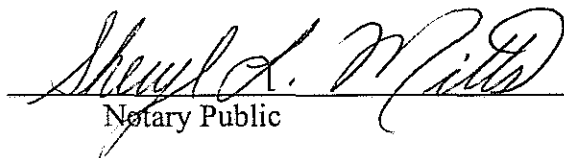
VERIFICATION

Rick Taylor, being duly sworn on oath, deposes and states that he is the Superintendent of Ball-Chatham Community Unit School District No. 5 and that he has reviewed the foregoing Petition for Annexation, and the statements therein made are true and correct.



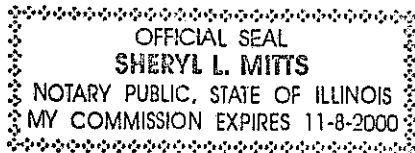
A handwritten signature in cursive script, appearing to read "Rick Taylor", is written over a horizontal line.

SUBSCRIBED AND SWORN TO before me
this 19th day of October, 1999.

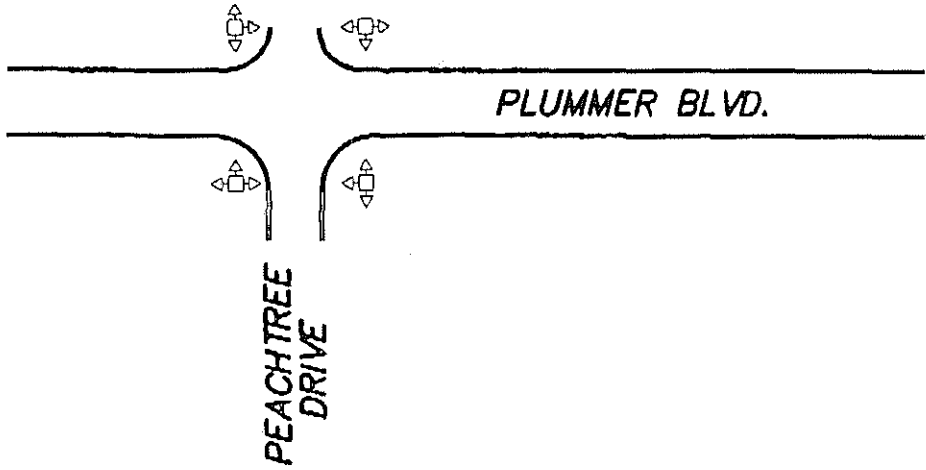


A handwritten signature in cursive script, appearing to read "Sheryl L. Mitts", is written over a horizontal line.

Notary Public



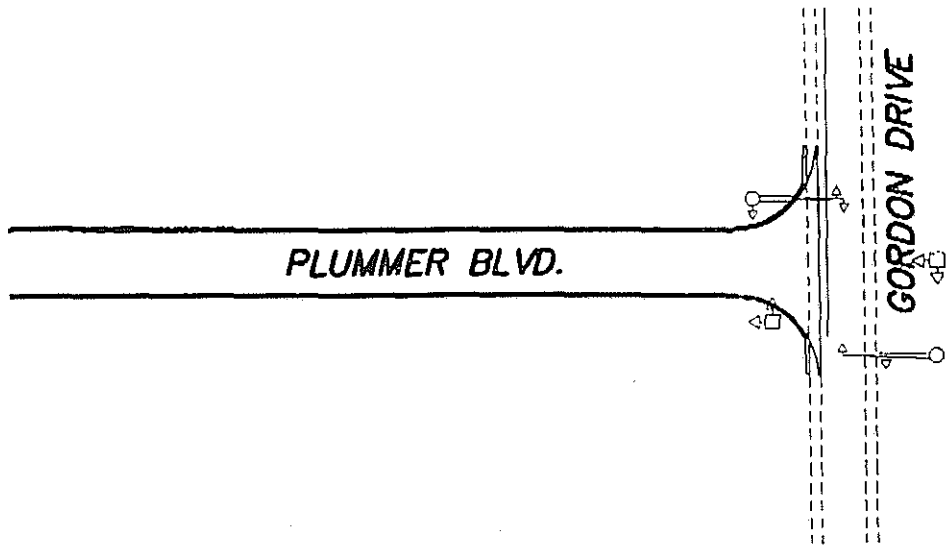
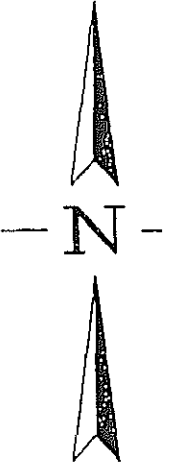
SCHOOL
ENTRANCE



PLUMMER BLVD.

PEACHTREE
DRIVE

PLUMMER BLVD. & PEACHTREE DR. SIGNAL PLAN



PLUMMER BLVD.

GORDON DRIVE

PLUMMER BLVD. & GORDON DR. SIGNAL PLAN

LEGEND

-  PROP. MAST ARM TRAFFIC SIGNAL
-  PROP. TRAFFIC SIGNAL



GREENE & BRADFORD, INC.
OF SPRINGFIELD

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

DATE	09/
DRAWN	
PROJ. NO.	9
FIELD BOOK	
COMPUTER FILE	99099E

EXHIBIT
F

EXHIBIT G

WATER MAIN PLAN
BALL-GAITHAM HIGH SCHOOL
CITY OF CHATHAM, ILLINOIS



CRENSHAW & HARBOR, INC.
ENGINEERS, ARCHITECTS
200 WEST WASHINGTON STREET
CHATTANOOGA, TENNESSEE 37402
PHONE: (615) 262-1111

NO.	DESCRIPTION	DATE
1	REVISIONS	10-10-84
2	ISSUED FOR PERMITS	11-15-84
3	ISSUED FOR CONSTRUCTION	12-15-84

