

RECORDING RECEIPT FORM

NAME: PAT CHAD
ADDRESS: VILLAGE OF CHATHAM
CITY/STATE/ZIP: CHATHAM
PHONE: 62629

ORD 01-79

Charge 34⁰⁰

RECEIVED
FEB 14 2002
Recorder's Office

STAFF INITIAL: Pat DATE: 2-14-02

THANK YOU!!!

MARY ANN LAMM, RECORDER
SANGAMON COUNTY
PO BOX 669
SPRINGFIELD, IL 62705
(217) 535-3150
FAX: (217) 535-3159

16

200209697

02-19-2002 2:35 PM

SANGAMON COUNTY
ILLINOIS

34.00
16 PATTY

MARY ANN LAMM
SANGAMON COUNTY RECORDER

VILLAGE OF CHATHAM, ILLINOIS

ORDINANCE NO. 01 - 79

AN ORDINANCE AUTHORIZING EXECUTION OF AN ANNEXATION AGREEMENT
CONCERNING CERTAIN PORPerty KNOWN AS THE SABINE PARCEL

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF
CHATHAM, ILLINOIS THIS 18TH DAY OF DECEMBER, 2001


Published in pamphlet form by the authority of the President and
Board of Trustees of the Village of Chatham, Sangamon County,
Illinois, this 18th day of December 2001.

FILED

FEB 14 2002

000863

Joe Aiello
Sangamon County Clerk



PAT SCHAD
VILLAGE CLERK
CHATHAM, IL. 62629
(117 E MULBERRY)

Ordinance No. 01- 79

AN ORDINANCE AUTHORIZING EXECUTION OF AN ANNEXATION AGREEMENT
CONCERNING CERTAIN PROPERTY KNOWN AS THE SABINE PARCEL

WHEREAS, it is in the best interests of the Village of Chatham (the "Village"), Sangamon County, Illinois, that a certain Annexation Agreement, a true and correct copy of which is attached hereto and incorporated herein by reference, be entered into; and

WHEREAS, Fred and Barbara Sabine (collectively, the "Owners") are ready, willing and able to enter into said Agreement and to perform the obligations as required thereunder; and

WHEREAS, the statutory procedures provided in 65 ILCS 5/11-15.1-1 et seq. of the Illinois Municipal Code, as amended, have been fully complied with, including a public hearing, which has been conducted before the Corporate Authorities of the Village upon notice given in accordance with the law.

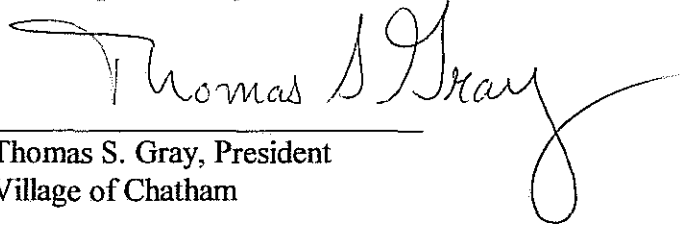
NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CHATHAM, SANGAMON COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: That the Village President be and is hereby authorized and directed to execute, and the Village Clerk is hereby authorized and directed to attest, duplicate original copies of said Annexation Agreement, a copy of which is attached hereto and made a part hereof as Exhibit A.

SECTION 2: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 3: All ordinances or parts if ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.


Thomas S. Gray, President
Village of Chatham

ATTEST


Pat Schad, Village Clerk

AYES: 5
NAYS: 0
ABSENT: MCADAMS

PASSED: 12-18-01
APPROVED: 12-18-01
PUBLISHED: 12-18-01



CERTIFICATION


I do hereby certify that I am the duly appointed, acting and qualified Clerk of the Village of Chatham, Sangamon County, Illinois, and that as such Clerk, I am the keeper of the records and minutes and proceedings of the President and Board of trustees of said Village of Chatham.

I do further certify that at a regular meeting of the President and the Board Of Trustees of the Village of Chatham, held on the 18th day of December, 2001, the foregoing Ordinance entitles An Ordinance Authorizing Execution of an Annexation Agreement Concerning Certain Property Known as the Sabine Parcel was duly passed by the President and Board of Trustees of the Village of Chatham.

I do further certify that the original, of which the attached is a true and correct copy, is entrusted to me as the Clerk of said village for safekeeping, and that I am the lawful custodian and keeper of the same.

Given under my hand and seal of the Village of Chatham this 18th day of December, 2001.




Pat Schad, Clerk
Village of Chatham

This Space for Recorder

ANNEXATION AGREEMENT

THIS AGREEMENT is made by Fred L. and Barbara A. Sabine, (Owners"), and the Village of Chatham, Illinois (the "Village"), an Illinois municipal corporation, all of Sangamon County, Illinois, and is effective this 18 day of DECEMBER 2001.

WHEREAS, Fred L. and Barbara A. Sabine are the record Owners of property , all in Sangamon County, Illinois, the legal description is as follows:

**THE EAST 75.095 ACRES OF THE WEST 145.405 ACRES OF THE NW
QUARTER OF SECTION 1, TOWNSHIP 14 NORTH, RANGE 6 WEST OF THE THIRD
PRINCIPAL MERIDIAN, ALL IN SANGAMON COUNTY, ILLINOIS.**

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

WHEREAS, Owner wishes to annex the Property to the Village and obtain an initial zoning upon annexation of R-1; and

WHEREAS, in reliance upon the development of the Property in the manner proposed, the Owner has executed all petitions and other documents that are necessary to accomplish the annexation of the property to the Village, and

000867

EXHIBIT A

WHEREAS, in accordance with the powers granted to the Village by the provisions of the Illinois Compiled Statutes, 65ILCS 5/11-15.1-1 through 5/15.1-5, inclusive, relating to annexation agreements, the Parties wish to enter into a binding agreement with respect to the annexation of the Property to the Village and to provide for various other matters related directly or indirectly to the annexation of the Property as authorized by the provisions of said statutes; and

WHEREAS, pursuant to due notice and publication in the manner provided by law, the appropriate zoning authorities of the Village have held such public hearing and have taken all further action required by the provisions of the Illinois Compiled Statutes and the ordinances of the Village relating to the procedure for authorization, approval and execution of this Agreement by the Village.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions herein contained, and by authority of and in accordance with the aforesaid statutes of the State of Illinois, the Parties agree as follows:

1. Owner has petitioned to annex the Property conditional upon this Agreement; a copy of the petition is attached hereto as Exhibit A.
2. An Annexation Agreement shall be enacted by the President and Board of Trustees within 30 days of the adoption of this agreement.
3. Annexation shall be expressly conditioned and contingent upon the simultaneous zoning classification of the Property as R-1. Any ordinance annexing the Property or any part thereof without simultaneous initial zoning classification of R-1 shall be void unless this Agreement has been amended as hereafter provided. The R-1 zoning shall expressly allow the petitioners, and their successors and assigns, the right to use the property for agricultural uses until such time as the property is

the Village ordinances and this Agreement, this Agreement shall prevail.

6. The owner may submit final plats of subdivision for portions of, or all of, the Property at any time during the term of this Agreement, and the Village shall approve the final plat(s) of subdivision so submitted, provided that such plat(s) conform with the Preliminary Plan and otherwise meets all the requirements of the Village ordinances and provided further that all utilities necessary to serve the phase of the Property which is the subject of the final plat are provided for in the final plat.
7. The Village agrees to execute applications for the Illinois Environmental Protection Agency ("IEPA") permits for the extension of municipal utilities upon submittal by the Owner of final engineering plans with the understanding that the execution of said application shall not be considered an approval of final engineering and that no construction shall commence until final engineering and the final plat have been approved by the Village.
8. The Owner agrees to grant to the Village easements required from time to time, for the benefit of the Property, at locations mutually satisfactory to the Village and the Owner. The Village further agrees that, in the event that Owner is unable to obtain utility easements over, under, across or through other Property which may be necessary or appropriate for the development of the Property, on conditions acceptable to the Owner, the Village will use its powers of condemnation to acquire such easements. All reasonable costs and expenses incurred by the Village in the securing of such easements on behalf of the Owner shall be paid for by the Owner.

9. Prior to or concurrent with the adoption of a preliminary plat for all or any portion of the Property, the Village may require the Owner to dedicate easements which benefit other properties at locations reasonably acceptable to Owner which shall not have an adverse effect on the development of the property. In such event, the Village shall adopt reimbursement and recapture agreements from time to time with respect to the easements benefiting other properties which are required by the Village, which ordinances shall be filed with the office of the Recorder of Deeds of Sangamon County, Illinois, providing for the reimbursements to the Owner by the Owner or owners of all parcels of real estate not part of the Property, which are or will be benefited by such easement, of the fair market value of such easement along with attendant legal and other fees arising from such dedication of such easement plus interest at the greater of 9% per annum or that permitted by then current Village ordinance from the time such easement has been dedicated. In any such recapture agreement the Village shall determine the amount subject to recapture for such other offsite properties. Any obligation of the Village under such recapture agreement shall be nonrecourse to the Village, shall require that the Village, in good faith attempt to collect recapture fees from the owners and developers of the other properties to be benefited and shall provide that the Village shall not be responsible in the event there is no development of the properties contemplated to be benefited by such easement or the recapture fees are otherwise uncollected for any reason other than the failure of the Village to in good faith attempt to collect same. The Owner shall reimburse and indemnify the Village for all reasonable costs, fees and liabilities incurred by the Village in attempting to

collect those recapture fees, provided, the Parties agree that the Village will secure the Owner's consent prior to filing an action to recover monies due pursuant to any such recapture agreement and which costs shall be recoverable as part of such ordinance.

10. All public improvements installed by the Owner shall, upon inspection and approval by the Village, be accepted by and owned and maintained by the Village. Public improvements shall be accepted on an improvement-by-improvement basis within each phase then under development. The Village's Public Works Director, or any agent of the Village designated in charge of public improvements, within a reasonable time from receipt of notice from the Owner that certain public improvements have been completed, shall inspect such public improvements and issue a list of corrections, if any, required for the improvements to conform to the Village ordinances and shall promptly review any corrections as the same are made by the Owner.
11. 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.
12. This Agreement shall only be amended by writing, signed by the parties and approved by the Village by ordinance. After execution of this agreement, changes in zoning or variances requested and granted pursuant to Village Ordinances shall not require formal amendment of this Agreement.

the Owner's consent prior to filing an action to recover monies due pursuant to any such recapture agreement and which costs shall be recoverable as part of such ordinance.

10. All public improvements installed by the Owner shall, upon inspection and approval by the Village, be accepted by and owned and maintained by the Village. Public improvements shall be accepted per the Village Subdivision Ordinance.
11. 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.
12. This Agreement shall only be amended by writing, signed by the parties and approved by the Village by ordinance. After execution of this agreement, changes in zoning or variances requested and granted pursuant to Village Ordinances shall not require formal amendment of this Agreement.
13. 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.
14. The Village shall, at its expense, record this Agreement with the Sangamon County Recorder of Deeds within 30 days of its execution.

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. IN WITNESS WHEREOF,

not require formal amendment of this Agreement.

13. 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.
14. The Village shall, at its expense, record this Agreement with the Sangamon County Recorder of Deeds within 30 days of its execution.

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. IN WITNESS WHEREOF, the parties have executed this Agreement on this 18 day of DECEMBER 2001.

Owner

Barbara A. Sabine
Owner

VILLAGE OF CHATHAM, ILLINOIS

BY:

Thomas S. Gray
Thomas S. Gray, President

Attest:

Pat Schad
Pat Schad, Village Clerk

000873

13. 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.
14. The Village shall, at its expense, record this Agreement with the Sangamon County Recorder of Deeds within 30 days of its execution.

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. IN WITNESS WHEREOF, the parties have executed this Agreement on this 18 day of DECEMBER, 2001.

Fred L. Sabine

Owner

Owner

VILLAGE OF CHATHAM, ILLINOIS

BY:

Thomas S Gray

Thomas S. Gray, President

Attest:

Pat Schad

Pat Schad, Village Clerk

000874

PETITION FOR ANNEXATION

Fred L. and Barbara A. Sabine 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 is the East 75.095 Acres of the West 145.405 acres of the Northwest Quarter of Section 1, Township 14 North, Range 6 West of the Third Principal Meridian, all in Sangamon County, Illinois. An Annexation map attached hereto marked as Exhibit A. Petitioner hereby states as follows:

1. The described territory is contiguous to the Village of Chatham.
2. The described territory is not within the corporate limits of any other municipality.
3. The Petitioners are the sole Owners of record of the property, and they comprise 100% of the electors residing therein.
4. This Petition is contingent upon the grant of R-1 zoning for the above-referenced subject property.

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

Fred L. Sabine

Petitioner

Petitioner

000875

EXHIBIT A

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

VERIFICATION

Fred L. and Barbara A. Sabine being duly sworn on oath, depose and state that they have reviewed the foregoing Petition for Annexation, and the statements therein made are true and correct.

Fred L. Sabine

Petitioner

Petitioner

SUBSCRIBED AND SWORN TO before me

this 18 day of January, 2001.

Christine J. Pawlik

Notary Public



PETITION FOR ANNEXATION

Fred L. and Barbara A. Sabine 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 is the East 75.095 Acres of the West 145.405 acres of the Northwest Quarter of Section 1, Township 14 North, Range 6 West of the Third Principal Meridian, all in Sangamon County, Illinois. An Annexation map attached hereto marked as Exhibit A. Petitioner hereby states as follows:

1. The described territory is contiguous to the Village of Chatham.
2. The described territory is not within the corporate limits of any other municipality.
3. The Petitioners are the sole Owners of record of the property, and they comprise 100% of the electors residing therein.
4. This Petition is contingent upon the grant of R-1 zoning for the above-referenced subject property.

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

Petitioner

Barbara A. Sabine

Petitioner

000877

STATE OF ILLINOIS)) SS.
COUNTY OF SANGAMON)

VERIFICATION

Fred L. and Barbara A. Sabine being duly sworn on oath, depose and state that they have reviewed the foregoing Petition for Annexation, and the statements therein made are true and correct.

Petitioner
Barbara A. Sabine

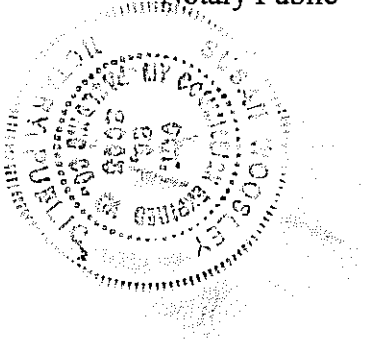
Petitioner

SUBSCRIBED AND SWORN TO before me

this 23 day of July, 2007

Susan Wood

Notary Public



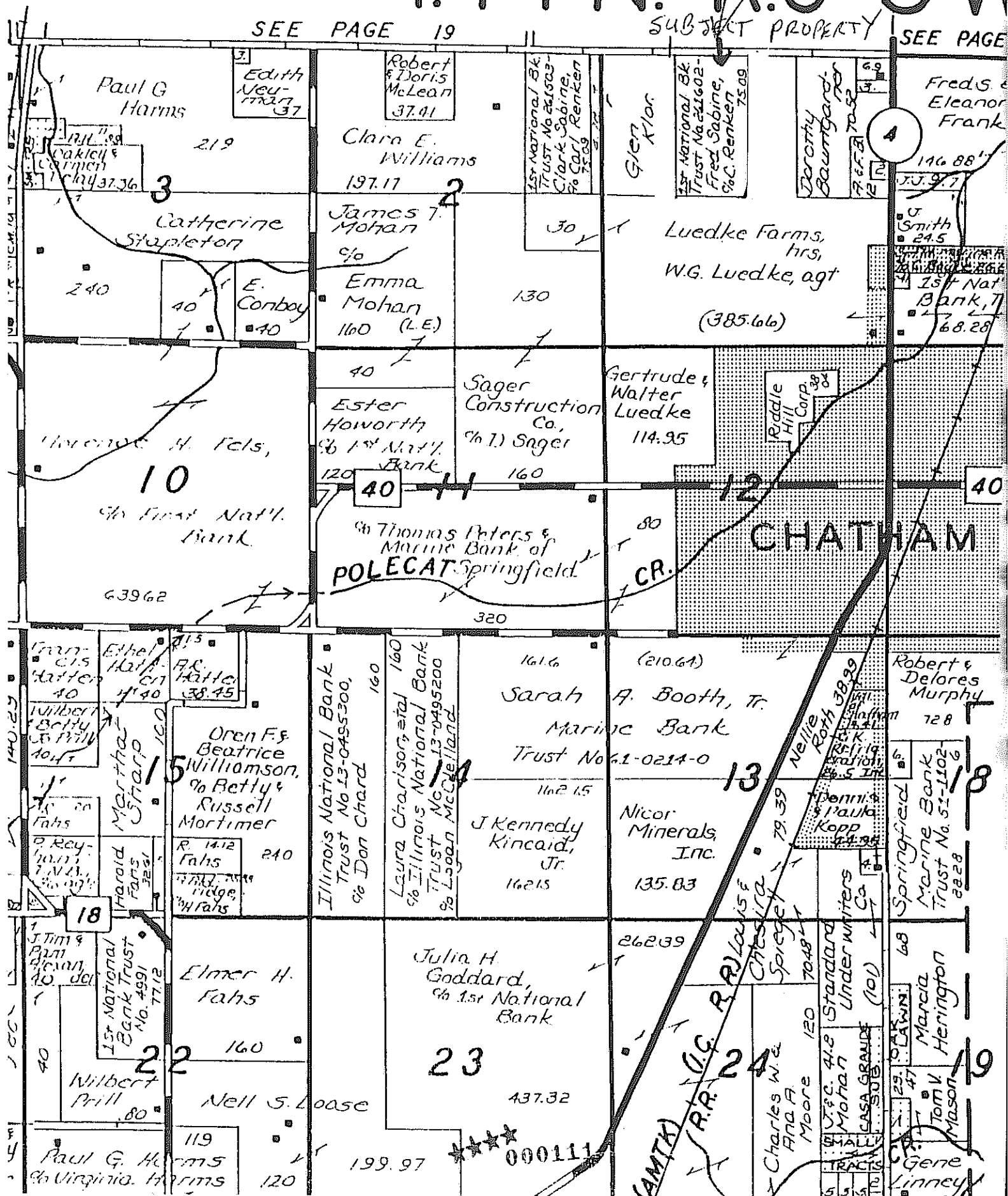
000878

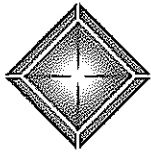
T. 14 N. - R. 6 - 5 W

SABINE PROPERTY
SUBJECT PROPERTY

SEE PAGE 19

SEE PAGE





**ROBINSON, PLUYMERT, PIERCEY,
MACDONALD & AMATO, LTD.**

ATTORNEYS AND COUNSELORS

BRENT L. AMATO	RODNEY H. PIERCEY
WILLIAM R. GUSTOFF	JAMES H. PLUYMERT
KRISTIN E. HOEKSEMA	DAVID C. RASHID
GREGORY A. MACDONALD	RONALD J. SENECHALLE
RICHMOND A. PAYNE	DON O. SPAGNOLO, CPA

RUSSEL G. ROBINSON, OF COUNSEL

J. CLAYTON MACDONALD, OF COUNSEL

February 1, 2002

Village of Chatham
Department of Planning and Zoning
116 East Mulberry Street
Chatham, IL 62629

Re: Annexation - Sabine Farmland 75 Acres MOL, Chatham Illinois

Dear Del:

Attached is the notarized original Verification and the Petition for Annexation which have been signed by Fred Sabine. I understand Barbara Sabine has forwarded her notarized originals together with the signed Annexation Agreement to you directly. I have instructed Fred to also sign the Annexation Agreement and that will be forthcoming. We dated the Annexation Agreement 12-27-01 to coincide with the Public Hearing date.

Please return to me the Village executed copies of the Agreement and the Ordinances. Thanks for your continued help.

Please contact me at (847) 310-0025, extension 230 with any questions.

Very truly yours,
ROBINSON, PLUYMERT, PIERCEY, MACDONALD & AMATO, LTD.


Ronald J. Senechalle

Enclosure

*public hearing was 12-17-01!
and agreement is not dated
12-27-01 as said*

R.S. 2/13/02