

Ordinance No. 03- 56

**AN ORDINANCE APPROVING THE FINAL PLAT OF SUBDIVISION  
OF SWEETBRIAR SUBDIVISION PLAT 2**

WHEREAS, on November 20, 2003, the Planning Commission of the Village of Chatham reviewed and recommended approval of Plat 2 of Sweetbriar Subdivision.

WHEREAS, proper security for Plat 2 of Sweetbriar Subdivision has been tendered by the Developer thereof;

*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 final plat of subdivision of Sweetbriar Subdivision Plat 2 and covenants and documents thereto attached are hereby approved.

**SECTION 2:** The President is authorized and directed to sign said Plat 2 on behalf of the Village.

**SECTION 3:** As recommended by the Village Engineer pursuant to Exhibit A hereto, surety in the amount of \$38,000 for construction of the public improvements in Sweetbriar Subdivision Plat 2 is hereby approved. The letter of credit issued by United Community Bank on November 20, 2003, a copy of which is attached as Exhibit B, is approved as surety therefor.

**SECTION 4:** This Ordinance is effective immediately.

PASSED this 25 day of NOVEMBER, 2003.

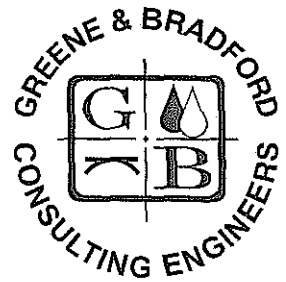
Thomas J Gray  
VILLAGE PRESIDENT

ATTEST.  
[Signature]  
Village Clerk

AYES: 5 HERR M<sup>C</sup>ADAMS M<sup>C</sup>CARTHY M<sup>C</sup>GRATH KAVANAGH  
NAYS: 0  
PASSED: 11-25-03  
APPROVED: 11-25-03  
ABSENT: 1

**GREENE & BRADFORD, INC.**

3501 Constitution Drive  
Springfield, Illinois 62707  
(217) 793-8844  
(217) 793-6227 Fax  
www.greeneandbradford.com



November 17, 2003

Mr. Meredith Branham  
Village of Chatham  
116 East Mulberry  
Chatham, IL 62629

RE: Sweetbriar, Second Addition  
G&B# 98088

Dear Meredith:

I have reviewed the enclosed letter of credit for the above plat and recommend the initial amount to be set at \$38,000.

Respectfully,  
**GREENE & BRADFORD, INC.**

A handwritten signature in cursive script that reads "Jay Jessen".

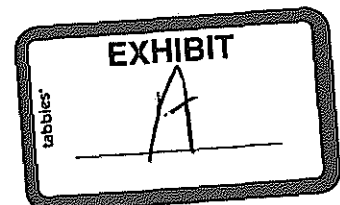
Jay Jessen, P.E.

Enclosure

xc: John Myers  
John Reynolds

JJ/srf

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**JOHN L. RAYNOLDS, INC.**

Land Surveying, Planning, &amp; Engineering

1025 South Second Street

Springfield, Illinois 62704

(217) 241-3500

Fax: (217) 241-3525

November 13, 2003

Mr. Jay Jesson, P.E.  
Greene & Bradford, Inc.  
3501 Constitution Dr.  
Springfield, Illinois 62707

re: Sweetbriar 2nd Addition Security

Dear Jay:

The improvements remaining to complete construction for Sweetbriar 2nd Addition are as follows:

UNIT	ITEM	QUANTITY	UNIT PRICE	TOTAL AMOUNT	AMOUNT REMAINING
AC.	SEEDING	1.00	1,500.00	\$1,500.00	\$1,500.00
S.F.	4" CONCRETE SIDEWALK	7,748	2.65	\$20,532.20	\$20,532.20
L.S.	SITE CLEANUP	1	1,000.00	\$1,000.00	\$1,000.00
L.F.	5" PAVED DITCH	305	23.68	\$7,222.40	\$7,222.40
<b>TOTAL REMAINING</b>					<b>\$30,254.60</b>

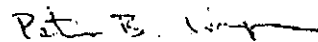
**TOTAL SECURITY REQUIRED: \$30,254.60**

X 1.25

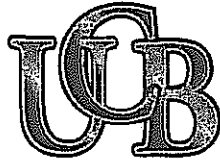
**\$37,818.25**

I recommend the security for items remaining at Sweetbriar 2nd Add. to be adjusted to \$38,000.00

Sincerely,



Peter B. Wagner, P.E.



**UNITED COMMUNITY BANK**  
*The Leader of Community Banking*

www.UCBbank.com

LETTER OF CREDIT

Date: November 20, 2003

IRREVOCABLE LETTER OF CREDIT NO. 09-2003BR08

To: Village of Chatham  
116 E. Mulberry  
Chatham, IL 62629

Dear Sirs:

We hereby establish this Irrevocable Letter of Credit in favor of the aforesaid addressee ("Beneficiary") for drawings up to \$38,000.00 (United States dollars) effective immediately. This Letter of Credit is issued, presentable and payable at our office at 1900 West Iles, Springfield, Illinois, U.S.A. 62704 and expires with our close of business on November 20, 2004.

The term "Beneficiary" includes any successor by operation of law of the named Beneficiary including, without limitation, any liquidator, rehabilitator, receiver or conservator.

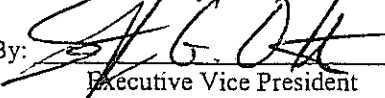
We hereby undertake to promptly honor your sight draft(s) drawn on us, indicating our Credit No. 09-2003BR08 for all or any part of this Credit if presented at our office specified in paragraph 1, above, on or before the expiration date or any automatically extended expiration date.

Except as expressly stated herein, this undertaking is not subject to any agreement, condition or qualification. The obligation of the United Community Bank under this Letter of Credit is the individual obligation of the United Community Bank and is not contingent upon any reimbursement with respect thereto.

It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless thirty (30) days prior to any expiration date we notify you by registered mail that we elect not to consider this Letter of Credit renewed for any such additional period.

This Letter of Credit is subject to and governed by the Laws of the State of New York and the 1993 revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce (Publication 500) and, in the event of any conflict, the laws of the State of New York will control. If this Credit expires during an interruption of business as described in Article 17 of said Publication 500, the bank hereby specifically agrees to effect payment if this Credit is drawn against within thirty (30) days after the resumption of business.

United Community Bank

By:   
Executive Vice President

CUSTOMER'S LETTER OF CREDIT AGREEMENT AND AGREEMENT TO REIMBURSE UNITED COMMUNITY BANK, CHATHAM, ILLINOIS, U.S.A.

**CHATHAM**  
301 N. Main St.  
Chatham, IL 62629  
(217) 483-2491  
FAX (217) 483-4747

**SPRINGFIELD**  
1900 West Iles  
Springfield, IL 62704  
(217) 787-3000  
FAX (217) 793-0251

**PAWNEE**  
619 5th Street  
Pawnee, IL 62558  
(217) 625-2581  
FAX (217) 625-7364

**BUNKER HILL**  
129 N. Washington  
Bunker Hill, IL 62014  
(618) 585-3591  
FAX (618) 585-4461

**GILLESPIE**  
121 S. Macoupin  
Gillespie, IL 62033  
(217) 839-2141

**GREENFIELD**  
402 Main  
Greenfield, IL 62044  
(217) 368-2171  
(217) 368-2519

MEMBER  
**FDIC**

LOAN SERVICE CENTER 104 N. Macoupin · P.O. Box 148 · Gillespie, IL 62033 Phone:

DATA CENTER Phone: 1-800-328-2822



**ORDINANCE CERTIFICATE**

STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF SANGAMON     )

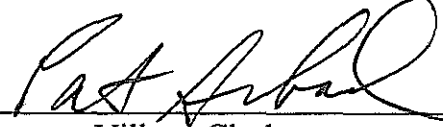
I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Chatham, Sangamon County, Illinois.

I do further certify that the ordinance attached hereto is a full, true, and exact copy of Ordinance No. 03-56, adopted by the President and Board of Trustees of said Village on the 25 day of NOVEMBER, 2003, said Ordinance being entitled:

**AN ORDINANCE APPROVING THE FINAL PLAT OF SUBDIVISION  
OF SWEETBRIAR SUBDIVISION PLAT 2**

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 NOVEMBER, 2003.

  
\_\_\_\_\_  
Village Clerk