

Schad, Patrick F.

From: John Myers [jmyers@springfieldlaw.com]
Sent: Wednesday, April 27, 2005 3:09 PM
To: 'R Lee Allen'; 'Fred Coombe'
Cc: Schad, Patrick F.
Subject: A housekeeping matter
Attachments: substitute page 4.pdf

Gentlemen:

As you know, last night, the village board agreed to change the language of paragraph 8 of the annexation agreement as requested by Fred Coombe. I attach a substitute page 4 to the annexation agreement for your review. Since the land trustee had signed the contract before was amended, I would like a letter from the land trustee agreeing to the change in paragraph 8 before I have the document recorded. We will all have the letter in our respective files in case it ever becomes an issue, which is of course not likely. However, with the City of Springfield and County of Sangamon always sniffing around Chatham's annexation agreements looking for issues, we can't be to careful to dot i's and cross t's.

Thanks for taking care of this promptly.

John

John M. Myers
Rabin, Myers & Hanken, P.C.
1300 South Eighth Street
Springfield, IL 62703

217.544.5000
217.544.5017 (fax)

23

405
100

05/05/2005 03:34PM

05/05/2005 03:34PM

SANGAMON COUNTY
ILLINOIS

\$48.00
23
CHRISTINE

MARY ANN LAMM
SANGAMON COUNTY RECORDER

This Space for Recorder of Deeds

Ordinance No. 05-17

**AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT
(Manor Hill II Subdivision)**

*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 and Illinois National Bank, as Trustee of Trust Number 05-048 dated April 6, 2005 and not personally, is hereby approved. The President and other officers of the Village are authorized and directed to carry out the Annexation Agreement according to its terms.

SECTION 2: This Ordinance is effective on its passage and approval as required by law.

SECTION 3: The Village Clerk shall forthwith cause this Ordinance to be recorded with the Recorder of Deeds of Sangamon County at the expense of the owners of record.

001102

PASSED this 26 day of APRIL, 2005.

Thomas S Gray
VILLAGE PRESIDENT

ATTEST:

Pat Schaal
Village Clerk

AYES: MCGRATH KAUNACH
6 HERR SCATTAMAN BOYLE MCCARTHY

NAYS: 0

PASSED: 4-26-05

APPROVED: 4-26-05

ABSENT: 0



001103

This Space for Recorder of Deeds

ANNEXATION AGREEMENT

(Manor Hill II Subdivision, Chatham, Illinois)

This Agreement is made and executed by and between Illinois National Bank, as Trustee of Trust Number 05-048 dated April 6, 2005 and not personally ("Owner") and the Village of Chatham, Illinois, an Illinois municipal corporation ("Village") and is effective this 26 day of APRIL, 2005.

WHEREAS, Owner is the record owner of certain real estate, the legal description of which is set forth in Exhibit A, attached hereto, and a plat of which is attached hereto as Exhibit B ("the Property");

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, together with all public roadways adjacent thereto or contained therein and not within the corporate limits of any other municipality, subject to the provisions of this Agreement;

WHEREAS, Owner intends to subdivide the property as Manor Hill II Subdivision, (the "Subdivision"), and a preliminary plan for the subdivision of the Subdivision is attached hereto as Exhibit C (the "Preliminary Plan");

WHEREAS, Owner wishes to obtain an initial zoning upon annexation of R-1 for the Property, with a variance to permit a 20 foot side yard setback on all corner lots depicted on the Preliminary Plan.

WHEREAS, the parties desire to provide for the construction, on existing right-of-way owned by the Village, of a turn lane on Gordon Drive; a sketch of the turn lane prepared by Owner's engineer and approved by the consulting engineer for the Village is attached hereto as Exhibit D, and a cost estimate for the turn lane as of the date of this Agreement is attached hereto as Exhibit E;

WHEREAS, pursuant to notice published in accordance with Section 11-15.1-1 of the Municipal Code, the corporate authorities of the Village have conducted a public hearing with respect to this Agreement, and the Planning Commission of the Village, pursuant to notice published in accordance with the Zoning Chapter of the Village Code of Ordinances, has conducted a public hearing regarding the proposed zoning as set forth in this Agreement;

NOW, THEREFORE, 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 F.
2. Within 30 days of execution of this agreement, an ordinance annexing the

Property, in such form as shall be approved by counsel for the Village, shall be enacted by the corporate authorities of the Village. Such annexation shall be expressly conditioned and contingent upon the simultaneous classification of the Property as R-1 with a variance permitting a 20-foot side lot setback on all corner lots as depicted on the Preliminary Plan.

Any ordinance annexing the Property or any part thereof without simultaneously approving the zoning classifications and variations as set forth herein shall be void.

3. The parties contemplate that the Property will developed pursuant to a series of final plats. The present use of the Property is agricultural. During the term of this agreement, Owner may continue with agricultural uses on any portion of the Property which has not been the subject of an approved final plat, any provisions in the Zoning Chapter of the Village Code of Ordinances to the contrary notwithstanding.

4. The Village has examined and approved the Preliminary Plan, and will approve final plats which contain lot, street and common area layouts which are generally in conformance with the Preliminary Plan and comply in all other respects with the Subdivision Chapter of the Village Code of Ordinances, with such minor changes thereto as may be requested by Owner and approved by the Village.

5. At the time of approval of any final plat for the Subdivision including lots which, when added to all lots in previously approved final plats, equals 73 or more lots (but not including any common area lot in the calculation), Owner shall construct, as part of the public improvements for such final plat, the turn lane on Gordon Drive as depicted

on Exhibit D.

6. Owner shall, at the time of approval of the first final plat, Owner secure payment of 125% of the estimated cost of the turn lane, per Exhibit E with an irrevocable letter of credit issued by a reputable financial institution, which letter of credit will be released only upon approval and acceptance of the turn lane by the Village; or

7. In order to assist Owner with the cost of the turn lane, the Village hereby waives provisions in its electric rate ordinance regarding electric deposits and refunds, and it waives provisions in its subdivision ordinance regarding payment for emergency sirens. In lieu of those provisions, Owner shall pay, in advance of the construction of the electric distribution system in any final plat, the sum of \$800.00 per lot, with no refunds and no siren contribution.

8. With each final plat, Owner shall submit subdivision covenants which will provide for perpetual maintenance of the common areas and common improvements. Common areas shall include but are not necessarily limited to the lots or other areas designated on the Preliminary Plan as common areas, and all signs and other structures thereon. Common improvements shall include but are not necessarily limited to all drainage swales, detention ponds, and all other drainage works other than underground storm sewers dedicated to the Village. Maintenance of the common areas and improvements shall be performed by a homeowner's association to be established by Owner.

9. 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. In the

event of a conflict between the Village ordinances and this Agreement, this Agreement shall prevail. Any proposed rezoning of the Property or any portion thereof after the initial zoning is established pursuant to this Agreement, shall proceed in accordance with the normal rezoning procedures set forth in the Village Zoning Ordinance and shall not require amendment of this Agreement.

10. 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.

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

12. 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.

13. Owner shall, at Owner's expense, record this Agreement with the Sangamon County Recorder of Deeds within 30 days of its execution.

14. 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, (including without limitation the approval of other governmental agencies having jurisdiction over the public improvements herein contemplated), the time for such performance shall be extended by the amount of time of such delay.

15. During the term of this Agreement the Village will not establish any special service area or impose any special assessment which would affect the Property without the express written consent of Owner. Nor shall any impact fee be imposed as to the Property. Owner shall not institute disconnection proceedings with respect to the Property, or any portion thereof, without the prior written consent of the Village.

16. In the event of an alleged breach of this agreement by any party, the breaching party shall have 30 days after written notice by the other party to cure the breach. The sole remedy for breach of this agreement will be an action for specific performance to be brought in the Circuit Court of the Seventh Judicial Circuit, Sangamon County, Illinois. In no event shall either party be liable to the other for damages.

17. Notices hereunder will be sufficient if hand delivered or sent by first class mail to the following:

If to the Village: Village of Chatham
Attn: Village President
116 East Mulberry
Chatham, IL 62629

If to Owner: Illinois National Bank,
as Trustee of Trust Number 05-048
322 E. Capitol Avenue
Springfield, IL 62701

18. This is the entire agreement among the parties with respect to its subject matter, and all prior agreements and representations regarding its subject matter are hereby expressly disclaimed. This agreement may be modified only in a writing signed by both parties and approved by ordinance of the Village.

19. This Agreement shall take effect after it has been approved by ordinance of the Village and executed by the parties. The term of this Agreement shall be until a date three years after 100% of the lots in the Subdivision have been conveyed to third parties, or a date twenty years after its execution, whichever is sooner.

20. 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.

21. If any provision, covenant, agreement or portion of this agreement or its application to any persons, entity or property is held invalid, such invalidity shall not affect the portions of this agreement and, to that end, all provisions, covenants, agreement and portions of this agreement are declared to be severable. If for any reason, the annexation or zoning of the real estate is ruled invalid in whole or in part, the corporate authorities, as soon as possible, shall take such actions (including the holding of such public hearings and the adoption of such ordinances and resolutions) as may be necessary to give effect to the spirit and intent of this agreement and the objectives of the parties, as disclosed by this agreement, provided that the foregoing shall be undertaken at the expense of the Owner.

22. This agreement shall be to the benefit of, and be binding upon, successors of Owner and his respective successors, grantees, lessees and assigns, and upon successor

corporate authorities of Village and successor municipalities and shall constitute a covenant running with the land legally described in Exhibit A.

23. Wherever any approval or consent of Village or of any of its departments, officials or employees is called for under this agreement, the same shall not be unreasonably withheld or delayed.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 26 day of APRIL, 2005.

VILLAGE OF CHATHAM, ILLINOIS

By: _____
Its President

Attest: Pat Schad
Village Clerk



STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, a Notary Public in and for said County and State aforesaid, do hereby certify that Thomas Gray and Patrick Schad, who are 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, and the free and voluntary act of the Village of Chatham, Illinois, for the uses and purposes therein set forth.

Given under my hand and official seal, this ___ day of _____, 2004

Notary Public

ILLINOIS NATIONAL BANK,
AS TRUSTEE OF TRUST NUMBER 05-048
DATED APRIL 6, 2005, AND NOT PERSONALLY

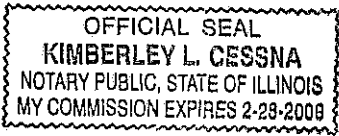
By: 
Authorized Trust Officer

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, a Notary Public in and for said County and State aforesaid, do hereby certify that Patrick J. Phelan, who personally known to me to be an authorized Trust Officer of the Illinois National Bank and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that s/he signed, sealed and delivered the said instrument as his free and voluntary act, and the free and voluntary act of Illinois National Bank as trustee and not personally, for the uses and purposes therein set forth.

Given under my hand and official seal, this 26th day of April, 2005


Notary Public



Exhibits:

- A. Legal Description
- B. Plat of Annexation
- C. Preliminary Plan
- D. Turn Lane Sketch
- E. Engineering Estimate for Intersection
- F. Petition for Annexation

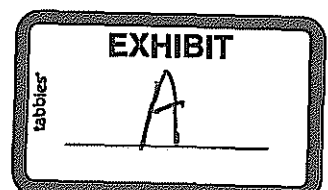
Prepared by/Return to:

John M. Myers
RABIN, MYERS & HANKEN, P.C.
1300 South Eighth Street
Springfield, IL 62703
217.544.5000
fax: 217.544.5017
email: jmyers@springfieldlaw.com

Legal Description

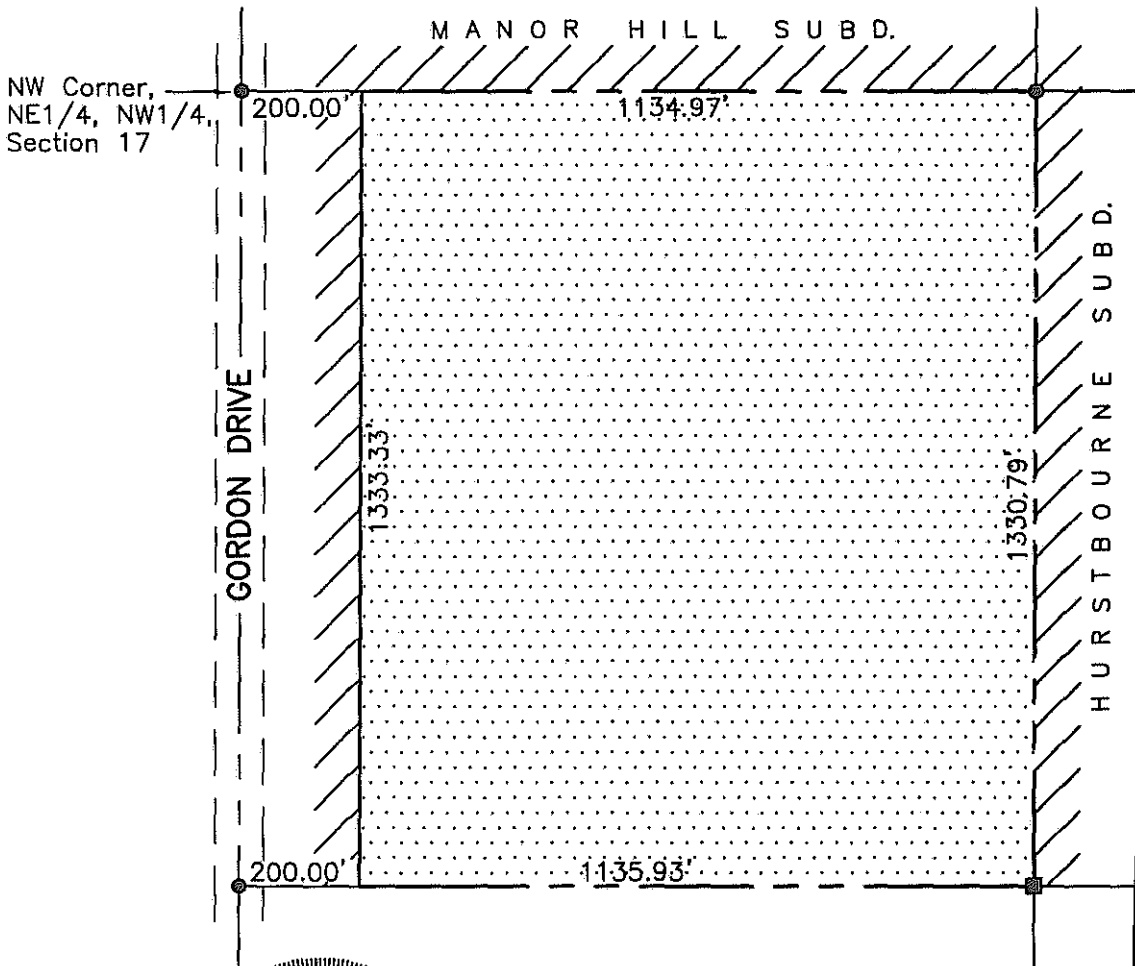
The Northeast Quarter Of The Northwest Quarter Of Section 17, Township 14 North, Range 5 West Of The Third Principal Meridian, Except The West 200.00 Feet Thereof, Sangamon County, Illinois, Containing 34.72 Acres, More Or Less.

001114



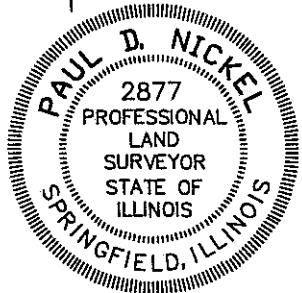
PLAT OF ANNEXATION TO THE VILLAGE OF CHATHAM, ILLINOIS

The Northeast Quarter of the Northwest Quarter of Section 17,
Township 14 North, Range 5 West of the Third Principal Meridian,
EXCEPT the West 200.00 feet thereof, Sangamon County, Illinois.
Containing 34.72 acres, more or less.



1" = 300'

EXHIBIT
B



This plat correctly represents the lands to be annexed to the Village of Chatham, Illinois.

Illinois Professional Land Surveyor No. 2877 Date
License Expires 11-30-06

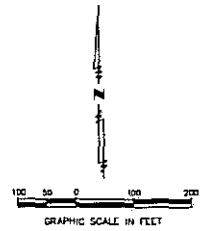
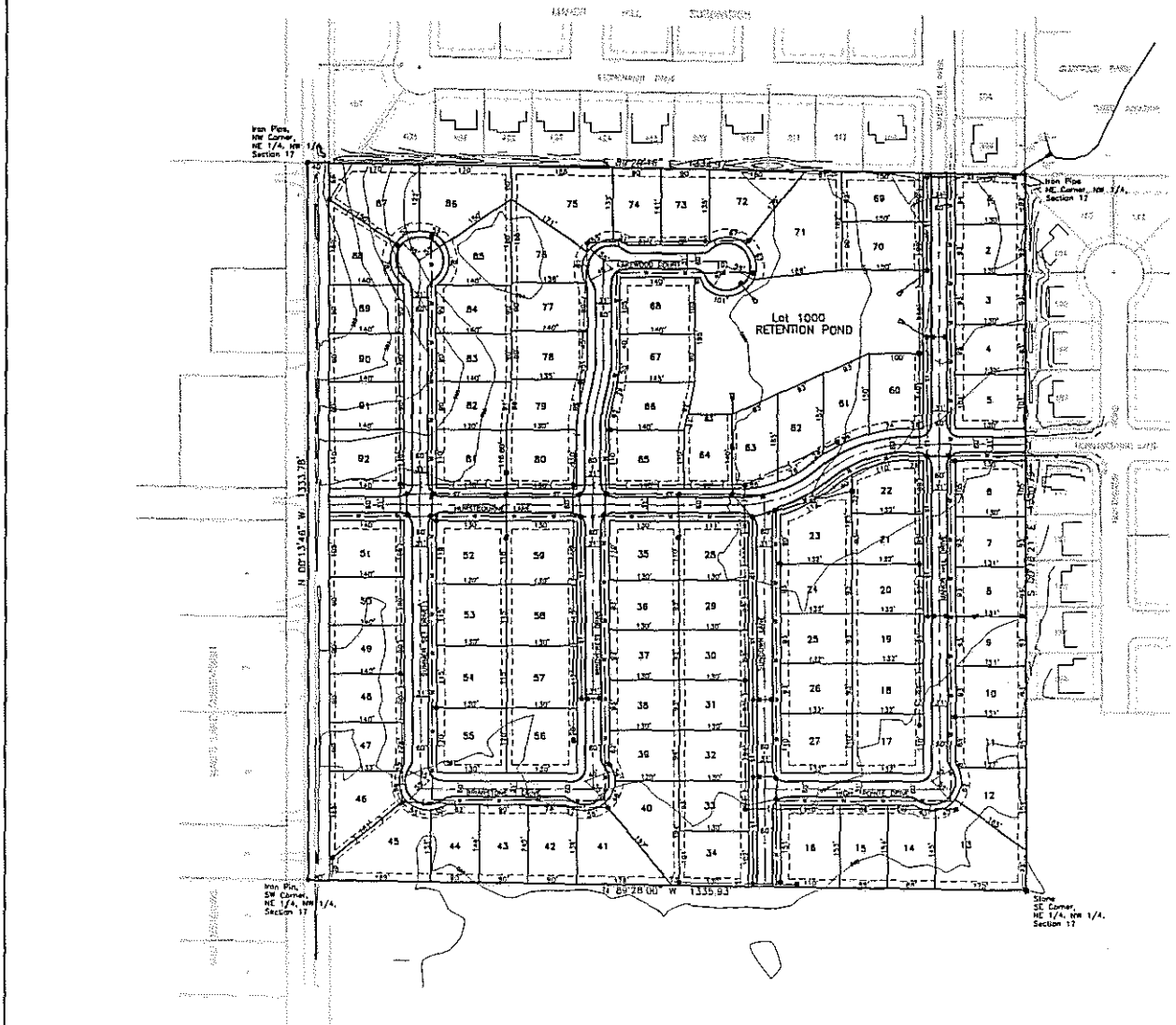
- LEGEND**
- Found Iron Pin or Pipe
 - Found Stone
 - ⋯ Area to be Annexed
 - ▨ Existing Corporate Limits

COOMBE-BLOXDORF P.C.

Engineers / Land Surveyors
755 South Grand Avenue West
Springfield, Illinois
Design Firm License No. 184-002703

CB NO. 04104

MANOR HILL II
 THE NE 1/4, NW 1/4, SECTION 17
 T-14-N, R-5-W, 3RD P.M.
 SANGAMON COUNTY, ILLINOIS
 40.840 ACRES



LEGEND

	Existing	Proposed
Sanitary Sewers		
Storm Sewers		
Inlets		
Flared End Section		
Watermains		
Easements		

GENERAL NOTES

EXISTING ZONING: COUNTY - A
 PROPOSED ZONING: VILLAGE OF CHATHAM - R-1 & R-2
 PROPOSED USE: SINGLE FAMILY RESIDENTIAL, 92 UNITS
 SANITARY SEWER: VILLAGE OF CHATHAM
 WATER & ELECTRIC SERVICE: VILLAGE OF CHATHAM
 GAS SERVICE: AMEREN OILCO
 CABLE TV: INSIGHT COMMUNICATIONS
 TELEPHONE: VERIZON
 FIRE PROTECTION: VILLAGE OF CHATHAM
 SCHOOL DISTRICT: BALL CHATHAM DISTRICT NO. 5

STAGING PLAN

PLAT	LOTS
1	65-88, 71-92
2	35-59
3	1-5, 60-64, 69-70
4	6-34

OWNER & SUBDIVIDER
 CHARLES E. ROBBINS
 MAURICE D. TIPPETT
 2144 South MacArthur Boulevard
 Springfield, IL 62704

ENGINEER & SURVEYOR
 Coombe-Bloxdorf, P.C.
 755 South Grand Avenue West
 Springfield, IL 62704
 Phone: 217/544-8477
 CONTACT: Fred Coombe, P.E.

This Preliminary Plan of Subdivision is approved by the Village of Chatham Planning Commission. This is not an approval of the Final Plat and is not to be recorded.

By: _____
 Chairman, Planning Commission

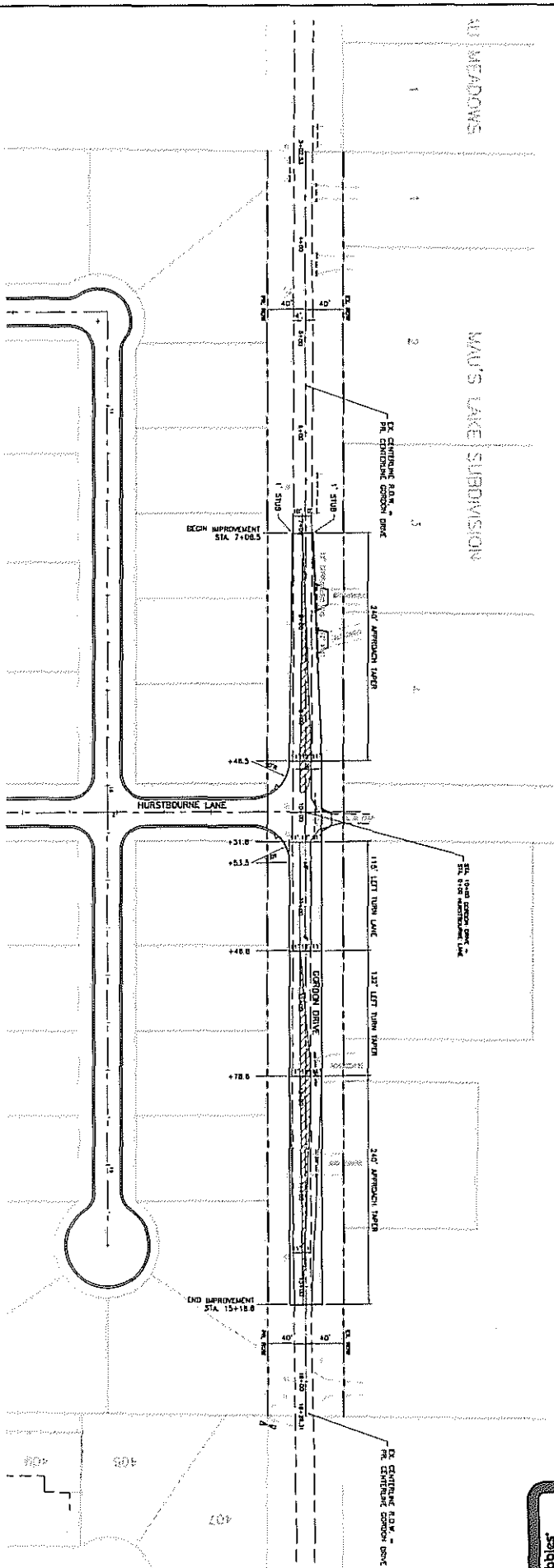
Date: _____

PRELIMINARY PLAN (NOT TO BE RECORDED BY RECORDER OF DEEDS)	
THE NE 1/4, NW 1/4, SECTION 17 T-14-N, R-5-W, 3RD P.M. SANGAMON COUNTY, ILLINOIS 40.840 ACRES	SHEET NO. 1 DATE: 4/23/2005 DRAWN BY: [Signature] CHECKED BY: [Signature]
COOMBE-BLOXDORF P.C. Engineers / Land Surveyors Springfield, Illinois Design Firm License No. 184-002703	
1 OF 1 SHEETS	

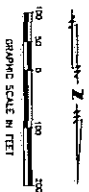
EXHIBIT

D

tabbles



- ELEMENTS CONTROLLING DESIGN**
- 1. DESIGN REQUIREMENT: GORDON DRIVE - MAUI'S LAKE SUBDIVISION
 - 2. DESIGN DATE: 8/15/2011
 - 3. PROJECT NO.: 11-001
 - 4. PROJECT NAME: MAUI'S LAKE SUBDIVISION
 - 5. PROJECT LOCATION: SANGAMON COUNTY, ILLINOIS
 - 6. PROJECT OWNER: COOMBE-BLOXDORF P.C.
 - 7. PROJECT ENGINEER: [Name]
 - 8. PROJECT DATE: 8/15/2011
 - 9. PROJECT SCALE: 1" = 40'
 - 10. PROJECT SHEET: 1
- GENERAL NOTES**
- 1. ALL DIMENSIONS ARE SHOWN IN FEET UNLESS OTHERWISE NOTED.
 - 2. ALL DIMENSIONS ARE SHOWN IN FEET UNLESS OTHERWISE NOTED.



PROPOSED IMPROVEMENTS	
GORDON DRIVE	
PROJECT NO.	11-001
PROJECT NAME	MAUI'S LAKE SUBDIVISION
PROJECT LOCATION	VILLAGE OF CHANTAW
PROJECT OWNER	SANGAMON COUNTY, ILLINOIS
PROJECT ENGINEER	COOMBE-BLOXDORF P.C.
PROJECT DATE	8/15/2011
PROJECT SCALE	1" = 40'
PROJECT SHEET	1
Drafted Firm License No. 181-085703	
S.C.L. 5105	

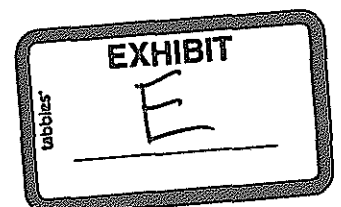
001117

Manor Hill
 Job No. 04104
 April 22, 2005

ENGINEER'S ESTIMATE
PROPOSED IMPROVEMENTS
GORDON DRIVE

<u>QTY</u>	<u>UNIT</u>	<u>ITEM</u>	<u>UNIT COST</u>	<u>TOTAL</u>
1303	SY	BASE COURSE WIDENING 8"	28.00	36,484.00
1605	SY	LEVELING BINDER	3.50	5,617.50
3060	SY	BITUMINOUS CONCRETE SURFACE COURSE 2"	7.00	21,420.00
1620	FT	SAW CUT	2.00	3,240.00
3	TON	AGGREGATE (PRIME COAT)	50.00	150.00
130	GAL	BITUMINOUS MATERIAL (PRIME COAT)	2.00	260.00
186	FT	PIPE CULVERTS, CL D, TY 1, 12"	18.00	3,348.00
1914	CY	EARTH EXCAVATION	5.00	9,570.00
0.4	AC	SEEDING, CL 2	1,200.00	480.00
0.4	AC	MULCH, METHOD 2	800.00	320.00
4	EA	TEMPORARY DITCH CHECK	120.00	480.00
1	LS	TRAFFIC CONTROL AND PROTECTION	3,000.00	3,000.00
				<u>\$ 84,369.50</u>
		ENGINEERING		<u>10,546.19</u>
		TOTAL		<u>\$ 94,915.69</u>

001118



PETITION FOR ANNEXATION

Illinois National Bank, as Trustee of Trust Number 05-048 dated April 6, 2005 and not personally ("Owner") (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, together with all public roadways contiguous thereto or contained therein, the legal description of which is as follows:

The Northeast Quarter Of The Northwest Quarter Of Section 17, Township 14 North, Range 5 West Of The Third Principal Meridian, Except The West 200.00 Feet Thereof, Sangamon County, Illinois, Containing 34.72 Acres, more or less.

The territory is depicted on a Plat of Annexation attached hereto.

Petitioner hereby states as follows:

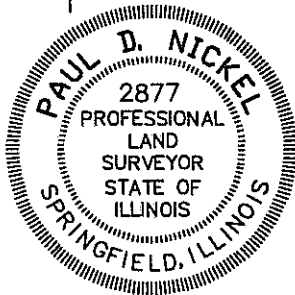
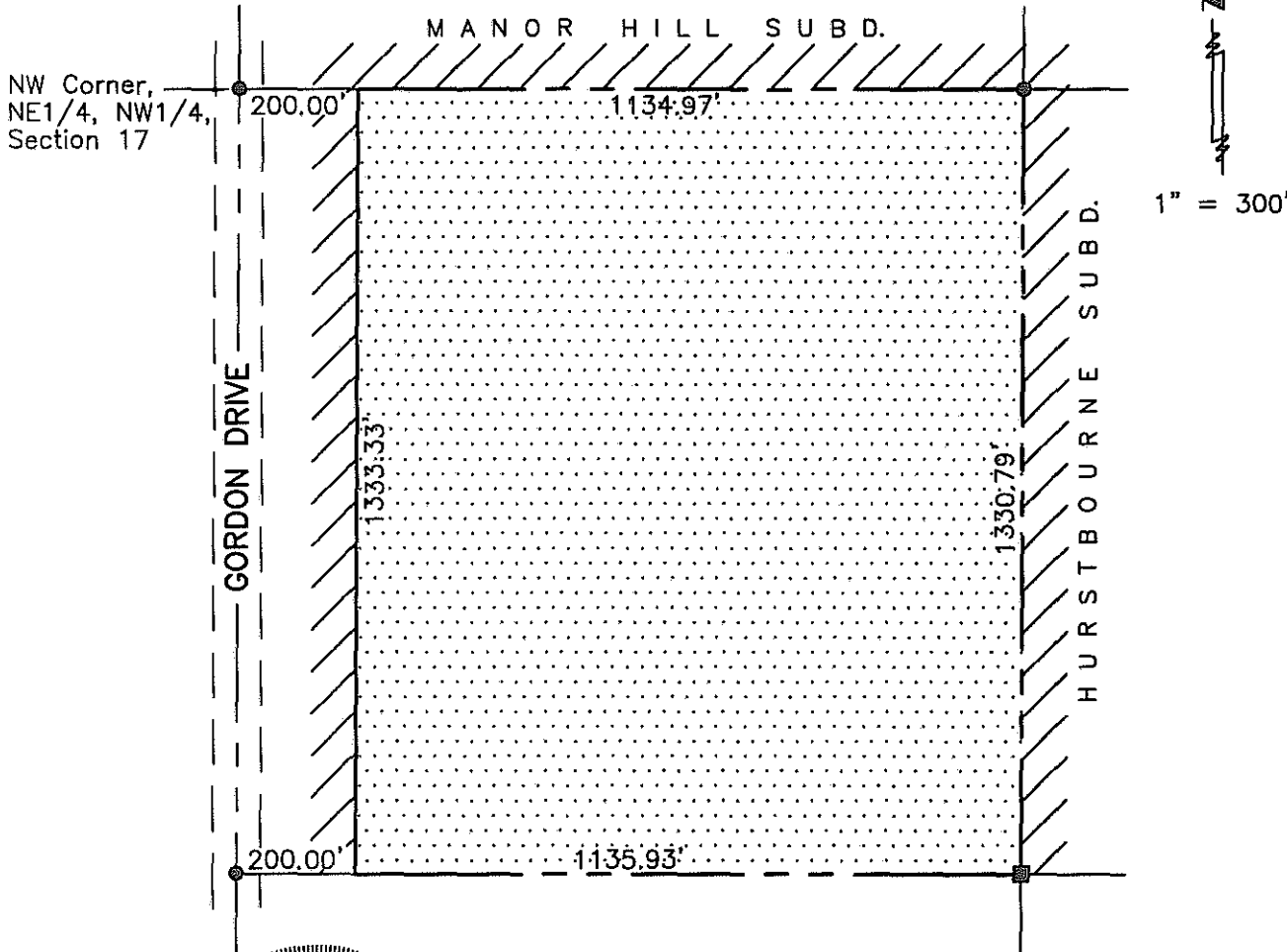
1. The above-described territory is contiguous to the Village of Chatham.
2. The above-described territory is not within the corporate limits of any other municipality.
3. Petitioner is the sole owner of record of the property, and no electors reside therein.
4. The Village of Chatham does not provide fire or library services, such that no notice to any fire protection or library district is required.
5. This Petition is subject to and conditional on the terms and conditions of an annexation agreement by and between the Village of Chatham and Petitioner of even date

Exhibit F to Annexation Agreement

001119

PLAT OF ANNEXATION TO THE VILLAGE OF CHATHAM, ILLINOIS

The Northeast Quarter of the Northwest Quarter of Section 17,
Township 14 North, Range 5 West of the Third Principal Meridian,
EXCEPT the West 200.00 feet thereof, Sangamon County, Illinois.
Containing 34.72 acres, more or less.



This plat correctly represents the lands to be annexed to the Village of Chatham, Illinois.

Illinois Professional Land Surveyor No. 2877 Date
License Expires 11-30-06

LEGEND

- Found Iron Pin or Pipe
- Found Stone
- ▤ Area to be Annexed
- ▨ Existing Corporate Limits

CB NO. 04104

COOMBE-BLOXDORF P.C.

Engineers / Land Surveyors
755 South Grand Avenue West
Springfield, Illinois

Design Firm License No. 184-002703

herewith.

WHEREFORE, the undersigned Petitioner hereby requests that the above-described real estate be annexed to the Village of Village, Sangamon County, Illinois, conditional upon and subject to the terms to the above-described annexation agreement.

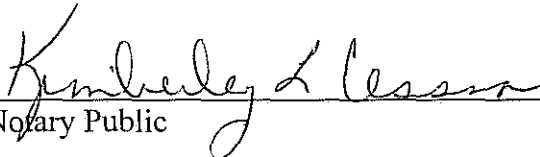
ILLINOIS NATIONAL BANK,
AS TRUSTEE OF TRUST NUMBER 05-048
DATED APRIL 6, 2005, AND NOT PERSONALLY

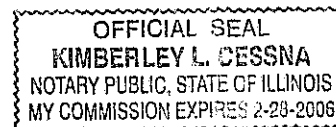
By: 
Authorized Trust Officer

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, a Notary Public in and for said County and State aforesaid, do hereby certify that Patrick T Phalen, who personally known to me to be an authorized Trust Officer of the Illinois National Bank and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that s/he signed, sealed and delivered the said instrument as his free and voluntary act, and the free and voluntary act of Illinois National Bank, as trustee and not personally, for the uses and purposes therein set forth.

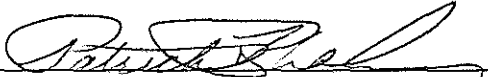
Given under my hand and official seal, this 26th day of April, 2005


Notary Public



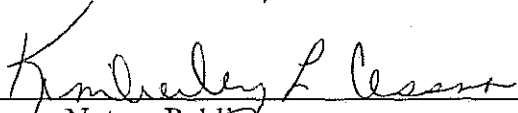
VERIFICATION

PATRICK T. PHALEN, being duly sworn on oath, deposes and states that s/he is a trust officer of Illinois National Bank, the Petitioner herein; that s/he has reviewed the foregoing Petition for Annexation, and the statements therein made are true and correct.

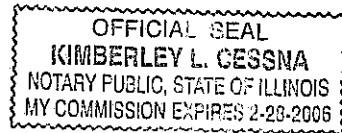


SUBSCRIBED AND SWORN TO before me

this 26th day of April, 2005.



Notary Public



001122

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 05-17, adopted by the President and Board of Trustees of said Village on April 26, 2005, said Ordinance being entitled:

**AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT
(Manor Hill II Subdivision)**

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 26 day of APRIL, 2005.



Village Clerk



001123

PREPARED BY/RETURN TO:

John M. Myers
RABIN, MYERS & HANKEN, P.C.
1300 South Eighth Street
Springfield, IL 62703
217.544.5000
fax: 217.544.5017

★★★★ 001124

2005 APR 27 4 57

05/05/2005 03:34PM

SANGAMON COUNTY
ILLINOIS

\$48.00
23
CHRISTINE

MARY ANN LAMM
SANGAMON COUNTY RECORDER

This Space for Recorder of Deeds

Ordinance No. 05- 17

**AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT
(Manor Hill II Subdivision)**

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SECTION 3: The Village Clerk shall forthwith cause this Ordinance to be recorded with the Recorder of Deeds of Sangamon County at the expense of the owners of record.

PASSED this 26 day of APRIL, 2005.

Thomas S Gray
VILLAGE PRESIDENT

ATTEST:

Pat Schaefer
Village Clerk

AYES: MCGRATH KAUNAGH
6 HERR SCATTERMAN BOYLE MCCARTHY

NAYS: 0

PASSED: 4-26-05

APPROVED: 4-26-05

ABSENT: 0



This Space for Recorder of Deeds

ANNEXATION AGREEMENT

(Manor Hill II Subdivision, Chatham, Illinois)

This Agreement is made and executed by and between Illinois National Bank, as Trustee of Trust Number 05-048 dated April 6, 2005 and not personally ("Owner") and the Village of Chatham, Illinois, an Illinois municipal corporation ("Village") and is effective this 26 day of APRIL, 2005.

WHEREAS, Owner is the record owner of certain real estate, the legal description of which is set forth in Exhibit A, attached hereto, and a plat of which is attached hereto as Exhibit B ("the Property");

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, together with all public roadways adjacent thereto or contained therein and not within the corporate limits of any other municipality, subject to the provisions of this Agreement;

WHEREAS, Owner intends to subdivide the property as Manor Hill II Subdivision, (the "Subdivision"), and a preliminary plan for the subdivision of the Subdivision is attached hereto as Exhibit C (the "Preliminary Plan");

WHEREAS, Owner wishes to obtain an initial zoning upon annexation of R-1 for the Property, with a variance to permit a 20 foot side yard setback on all corner lots depicted on the Preliminary Plan.

WHEREAS, the parties desire to provide for the construction, on existing right-of-way owned by the Village, of a turn lane on Gordon Drive; a sketch of the turn lane prepared by Owner's engineer and approved by the consulting engineer for the Village is attached hereto as Exhibit D, and a cost estimate for the turn lane as of the date of this Agreement is attached hereto as Exhibit E;

WHEREAS, pursuant to notice published in accordance with Section 11-15.1-1 of the Municipal Code, the corporate authorities of the Village have conducted a public hearing with respect to this Agreement, and the Planning Commission of the Village, pursuant to notice published in accordance with the Zoning Chapter of the Village Code of Ordinances, has conducted a public hearing regarding the proposed zoning as set forth in this Agreement;

NOW, THEREFORE, 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 F.
2. Within 30 days of execution of this agreement, an ordinance annexing the

Property, in such form as shall be approved by counsel for the Village, shall be enacted by the corporate authorities of the Village. Such annexation shall be expressly conditioned and contingent upon the simultaneous classification of the Property as R-1 with a variance permitting a 20-foot side lot setback on all corner lots as depicted on the Preliminary Plan.

Any ordinance annexing the Property or any part thereof without simultaneously approving the zoning classifications and variations as set forth herein shall be void.

3. The parties contemplate that the Property will developed pursuant to a series of final plats. The present use of the Property is agricultural. During the term of this agreement, Owner may continue with agricultural uses on any portion of the Property which has not been the subject of an approved final plat, any provisions in the Zoning Chapter of the Village Code of Ordinances to the contrary notwithstanding.

4. The Village has examined and approved the Preliminary Plan, and will approve final plats which contain lot, street and common area layouts which are generally in conformance with the Preliminary Plan and comply in all other respects with the Subdivision Chapter of the Village Code of Ordinances, with such minor changes thereto as may be requested by Owner and approved by the Village.

5. At the time of approval of any final plat for the Subdivision including lots which, when added to all lots in previously approved final plats, equals 73 or more lots (but not including any common area lot in the calculation), Owner shall construct, as part of the public improvements for such final plat, the turn lane on Gordon Drive as depicted

on Exhibit D.

6. Owner shall, at the time of approval of the first final plat, Owner secure payment of 125% of the estimated cost of the turn lane, per Exhibit E with an irrevocable letter of credit issued by a reputable financial institution, which letter of credit will be released only upon approval and acceptance of the turn lane by the Village; or

7. In order to assist Owner with the cost of the turn lane, the Village hereby waives provisions in its electric rate ordinance regarding electric deposits and refunds, and it waives provisions in its subdivision ordinance regarding payment for emergency sirens. In lieu of those provisions, Owner shall pay, in advance of the construction of the electric distribution system in any final plat, the sum of \$800.00 per lot, with no refunds and no siren contribution.

8. With each final plat, Owner shall submit subdivision covenants which will provide for perpetual maintenance of the common areas and common improvements. Common areas shall include but are not necessarily limited to the lots or other areas designated on the Preliminary Plan as common areas, and all signs and other structures thereon. Common improvements shall include but are not necessarily limited to all drainage swales, detention ponds, and all other drainage works other than underground storm sewers dedicated to the Village. Maintenance of the common areas and improvements shall be performed by a homeowner's association to be established by Owner.

9. 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. In the

event of a conflict between the Village ordinances and this Agreement, this Agreement shall prevail. Any proposed rezoning of the Property or any portion thereof after the initial zoning is established pursuant to this Agreement, shall proceed in accordance with the normal rezoning procedures set forth in the Village Zoning Ordinance and shall not require amendment of this Agreement.

10. 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.

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

12. 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.

13. Owner shall, at Owner's expense, record this Agreement with the Sangamon County Recorder of Deeds within 30 days of its execution.

14. 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, (including without limitation the approval of other governmental agencies having jurisdiction over the public improvements herein contemplated), the time for such performance shall be extended by the amount of time of such delay.

15. During the term of this Agreement the Village will not establish any special service area or impose any special assessment which would affect the Property without the express written consent of Owner. Nor shall any impact fee be imposed as to the Property. Owner shall not institute disconnection proceedings with respect to the Property, or any portion thereof, without the prior written consent of the Village.

16. In the event of an alleged breach of this agreement by any party, the breaching party shall have 30 days after written notice by the other party to cure the breach. The sole remedy for breach of this agreement will be an action for specific performance to be brought in the Circuit Court of the Seventh Judicial Circuit, Sangamon County, Illinois. In no event shall either party be liable to the other for damages.

17. Notices hereunder will be sufficient if hand delivered or sent by first class mail to the following:

If to the Village: Village of Chatham
Attn: Village President
116 East Mulberry
Chatham, IL 62629

If to Owner: Illinois National Bank,
as Trustee of Trust Number 05-048
322 E. Capitol Avenue
Springfield, IL 62701

18. This is the entire agreement among the parties with respect to its subject matter, and all prior agreements and representations regarding its subject matter are hereby expressly disclaimed. This agreement may be modified only in a writing signed by both parties and approved by ordinance of the Village.

19. This Agreement shall take effect after it has been approved by ordinance of the Village and executed by the parties. The term of this Agreement shall be until a date three years after 100% of the lots in the Subdivision have been conveyed to third parties, or a date twenty years after its execution, whichever is sooner.

20. 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.

21. If any provision, covenant, agreement or portion of this agreement or its application to any persons, entity or property is held invalid, such invalidity shall not affect the portions of this agreement and, to that end, all provisions, covenants, agreement and portions of this agreement are declared to be severable. If for any reason, the annexation or zoning of the real estate is ruled invalid in whole or in part, the corporate authorities, as soon as possible, shall take such actions (including the holding of such public hearings and the adoption of such ordinances and resolutions) as may be necessary to give effect to the spirit and intent of this agreement and the objectives of the parties, as disclosed by this agreement, provided that the foregoing shall be undertaken at the expense of the Owner.

22. This agreement shall be to the benefit of, and be binding upon, successors of Owner and his respective successors, grantees, lessees and assigns, and upon successor

corporate authorities of Village and successor municipalities and shall constitute a covenant running with the land legally described in Exhibit A.

23. Wherever any approval or consent of Village or of any of its departments, officials or employees is called for under this agreement, the same shall not be unreasonably withheld or delayed.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 26 day of APRIL, 2005.

VILLAGE OF CHATHAM, ILLINOIS

By: _____
Its President

Attest: Pat Schad
Village Clerk



STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, a Notary Public in and for said County and State aforesaid, do hereby certify that Thomas Gray and Patrick Schad, who are 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, and the free and voluntary act of the Village of Chatham, Illinois, for the uses and purposes therein set forth.

Given under my hand and official seal, this ___ day of _____, 2004

Notary Public

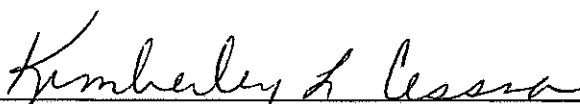
ILLINOIS NATIONAL BANK,
AS TRUSTEE OF TRUST NUMBER 05-048
DATED APRIL 6, 2005, AND NOT PERSONALLY

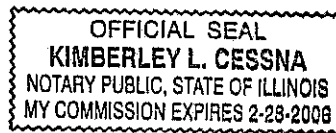
By: 
Authorized Trust Officer

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, a Notary Public in and for said County and State aforesaid, do hereby certify that Patrick T Phalen, who personally known to me to be an authorized Trust Officer of the Illinois National Bank and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that s/he signed, sealed and delivered the said instrument as his free and voluntary act, and the free and voluntary act of Illinois National Bank as trustee and not personally, for the uses and purposes therein set forth.

Given under my hand and official seal, this 26th day of April, 2005


Notary Public



Exhibits:

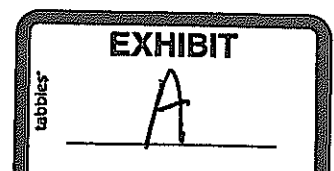
- A. Legal Description
- B. Plat of Annexation
- C. Preliminary Plan
- D. Turn Lane Sketch
- E. Engineering Estimate for Intersection
- F. Petition for Annexation

Prepared by/Return to:

John M. Myers
RABIN, MYERS & HANKEN, P.C.
1300 South Eighth Street
Springfield, IL 62703
217.544.5000
fax: 217.544.5017
email: jmyers@springfieldlaw.com

Legal Description

The Northeast Quarter Of The Northwest Quarter Of Section 17, Township 14 North, Range 5 West Of The Third Principal Meridian, Except The West 200.00 Feet Thereof, Sangamon County, Illinois, Containing 34.72 Acres, More Or Less.



PLAT OF ANNEXATION TO THE VILLAGE OF CHATHAM, ILLINOIS

The Northeast Quarter of the Northwest Quarter of Section 17,
Township 14 North, Range 5 West of the Third Principal Meridian,
EXCEPT the West 200.00 feet thereof, Sangamon County, Illinois.
Containing 34.72 acres, more or less.

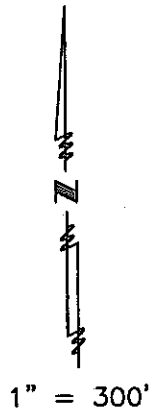
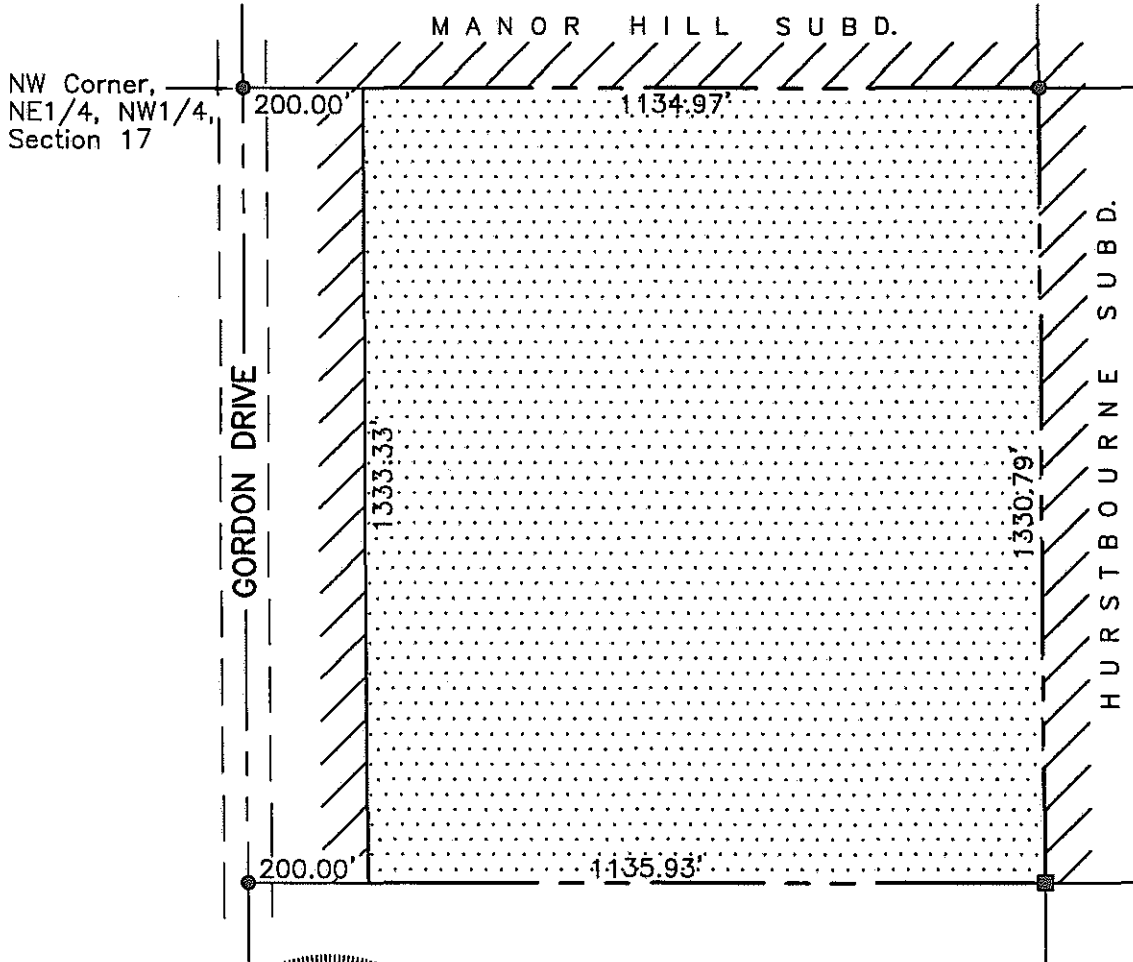
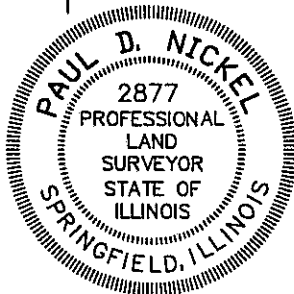


EXHIBIT
B



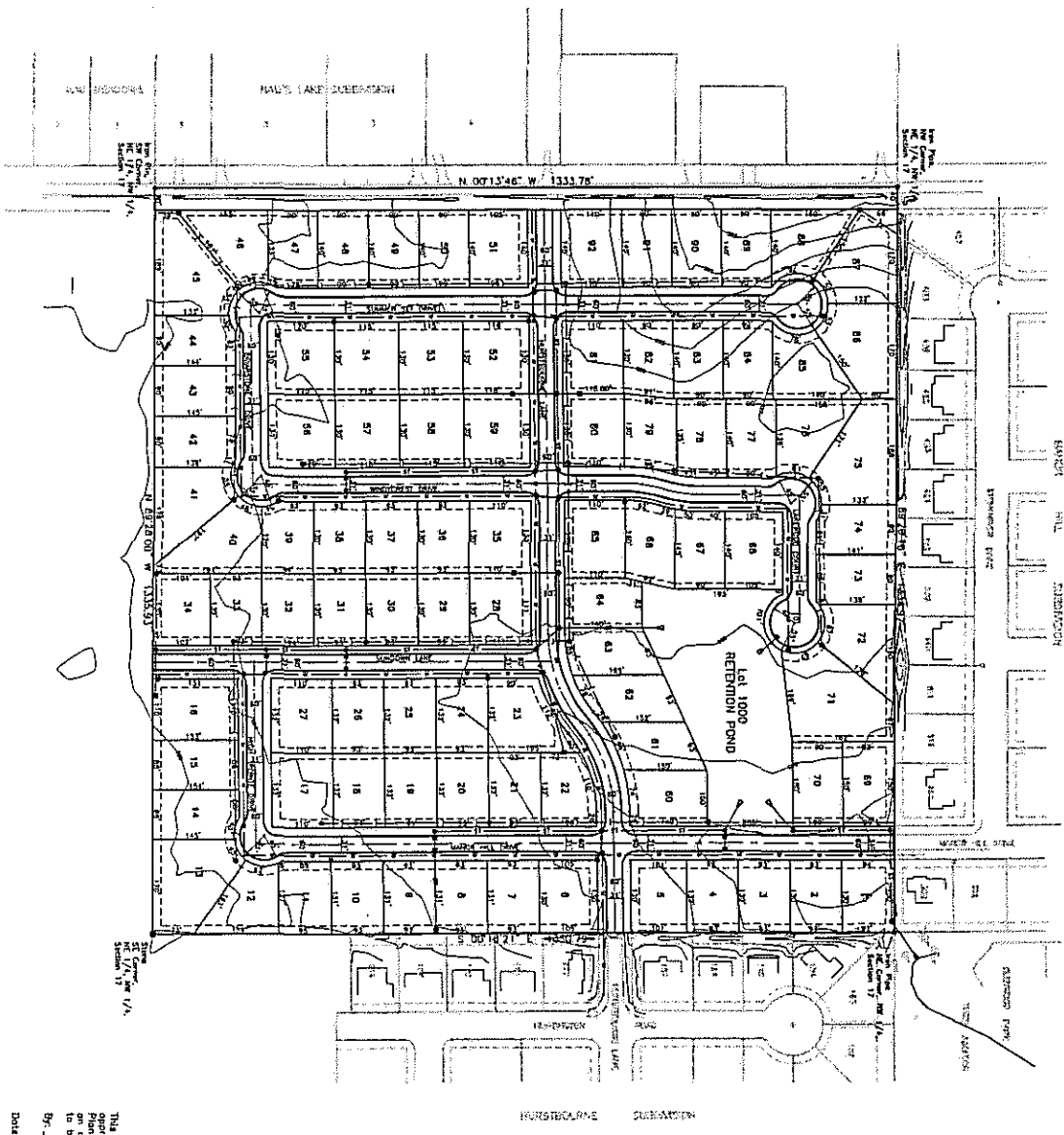
This plat correctly represents the lands to be annexed to the Village of Chatham, Illinois.

Illinois Professional Land Surveyor No. 2877 Date
License Expires 11-30-06

- LEGEND**
- Found Iron Pin or Pipe
 - Found Stone
 - ⋯ Area to be Annexed
 - ▨ Existing Corporate Limits

COOMBE-BLOXDORF P.C.
Engineers / Land Surveyors
755 South Grand Avenue West
Springfield, Illinois
Design Firm License No. 184-002703

MANOR HILL II
 THE NE 1/4, NW 1/4, SECTION 17
 T-14-N, R-3-W, S80 P.M.
 SANGAMON COUNTY, ILLINOIS
 40.840 ACRES



LEGEND

- Existing Sanitary Sewers
- Proposed Sanitary Sewers
- Existing Storm Sewers
- Proposed Storm Sewers
- Existing Inlets
- Proposed Inlets
- Existing Flood End Section
- Proposed Flood End Section
- Existing Watermain
- Proposed Watermain
- Existing Gasmain
- Proposed Gasmain

GENERAL NOTES

EXISTING ZONING: COUNTY - A
 PROPOSED ZONING: VILLAGE OF CHAMPAIGN - R-1 & R-2
 PROPOSED ZONING: VILLAGE OF CHAMPAIGN - R-1 & R-2
 PROPOSED ZONING: VILLAGE OF CHAMPAIGN - R-1 & R-2
 WATER & ELECTRIC SERVICE: VILLAGE OF CHAMPAIGN
 GAS SERVICE: AMEREN ILLINOIS
 CABLE TV: NATION COMMUNICATIONS
 FIRE PROTECTION: VILLAGE OF CHAMPAIGN
 SCHOOL DISTRICT: BAL CHAMPAIGN DISTRICT NO. 5

STAGING PLAN

PLAT	LOTS
1	63-68, 71-92
2	35-59
3	1-5, 60-64, 69-70
4	6-34

OWNER & SUBDIVIDER

CHARLES E. ROBBINS
 MAURICE D. TIPPETT
 2114 South MacKenzie Boulevard
 Springfield, IL 62764

ENGINEER & SURVEYOR

COOMBE-BLOXDORF, P.C.
 700 North Lawrence West
 Springfield, IL 62704
 Phone: 217/544-8477
 CONTACT: Fred Coombe, P.E.

This Preliminary Plan of Subdivision is submitted to the Board of Planning and Zoning Commission for their review and approval of the Final Plat and is not to be recorded.

By: **Coombe, Planning Commission**
 Date: _____

PRELIMINARY PLAN

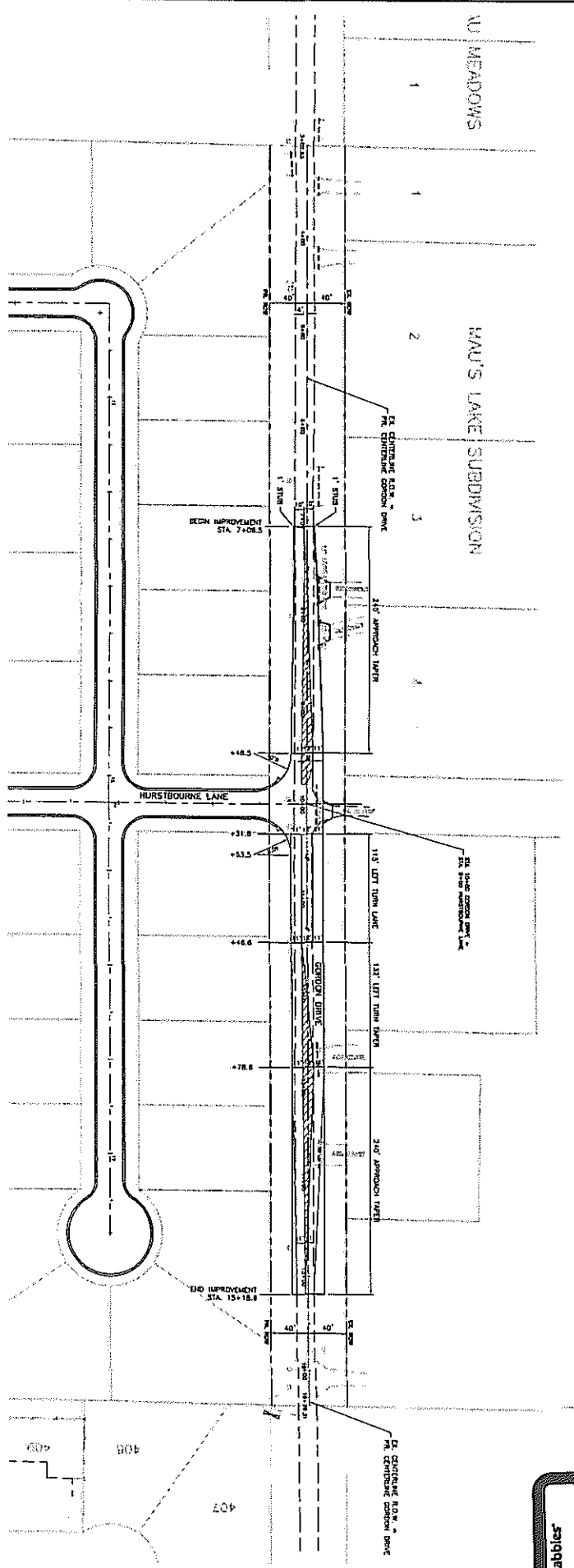
(NOT TO BE RECORDED OR RECORDED BY OTHERS)

PLAT	DATE	REVISION
1	11/17/2003	1

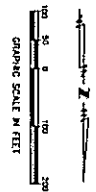
COOMBE-BLOXDORF P.C.
 Engineers / Land Surveyors
 Springfield, Illinois
 Design Firm License No. 164-002703

EXHIBIT

1



- ELEMENTS CONTROLLING DESIGN**
- 1. DESIGN DEPARTMENT: GORDON DRIVE - JENNA AVENUE, HURSTBOURNE LANE - CALLETTA STREET
 - 2. DESIGN DONE IN THE PROJECT'S SCHEME
 - 3. APPROVED DATE OF DESIGN: 11/11/2011
 - 4. DESIGNER: JIM JACOB & ASSOCIATES, INC.
 - 5. DESIGN VENDOR: JIM JACOB & ASSOCIATES, INC.
 - 6. PROJECT STATUS: SCHOOL BUS
 - 7. DESIGN DATE: 11/11/2011
 - 8. DESIGN TIME: 20 HRS
 - 9. DESIGN COST: 40 HRS
 - 10. DESIGN FEE: 20 HRS
- GENERAL NOTES**
- 1. VERIFY CURB TO BE USED BY OTHER DEPTS. OF JURISDICTIONS AHEAD.
 - 2. ALL DIMENSIONS ARE SHOWN E-C OF PAVEMENT.



<p>PROPOSED IMPROVEMENTS GORDON DRIVE</p>	
<p>MANOR HILL II SUBDIVISION VILLAGE OF CLAYTON SANDUSKI COUNTY, ILLINOIS</p>	<p>DATE: 11/20/11 BY: JACOB</p>
<p>COOMBE-BLOXDORF P.C. Engineers / Land Surveyors Springfield, Illinois Design Firm License No. 184-003703</p>	<p>DATE: 11/20/11 BY: JACOB</p>
<p>DR. L. SMITH</p>	<p>1</p>

EXHIBIT
D

tabbiter

Manor Hill
 Job No. 04104
 April 22, 2005

ENGINEER'S ESTIMATE
PROPOSED IMPROVEMENTS
GORDON DRIVE

<u>QTY</u>	<u>UNIT</u>	<u>ITEM</u>	<u>UNIT COST</u>	<u>TOTAL</u>
1303	SY	BASE COURSE WIDENING 8"	28.00	36,484.00
1605	SY	LEVELING BINDER	3.50	5,617.50
3060	SY	BITUMINOUS CONCRETE SURFACE COURSE 2"	7.00	21,420.00
1620	FT	SAW CUT	2.00	3,240.00
3	TON	AGGREGATE (PRIME COAT)	50.00	150.00
130	GAL	BITUMINOUS MATERIAL (PRIME COAT)	2.00	260.00
186	FT	PIPE CULVERTS, CL D, TY 1, 12"	18.00	3,348.00
1914	CY	EARTH EXCAVATION	5.00	9,570.00
0.4	AC	SEEDING, CL 2	1,200.00	480.00
0.4	AC	MULCH, METHOD 2	800.00	320.00
4	EA	TEMPORARY DITCH CHECK	120.00	480.00
1	LS	TRAFFIC CONTROL AND PROTECTION	3,000.00	3,000.00
				\$ 84,369.50
		ENGINEERING		10,546.19
		TOTAL		\$ 94,915.69



PETITION FOR ANNEXATION

Illinois National Bank, as Trustee of Trust Number 05-048 dated April 6, 2005 and not personally ("Owner") (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, together with all public roadways contiguous thereto or contained therein, the legal description of which is as follows:

The Northeast Quarter Of The Northwest Quarter Of Section 17, Township 14 North, Range 5 West Of The Third Principal Meridian, Except The West 200.00 Feet Thereof, Sangamon County, Illinois, Containing 34.72 Acres, more or less.

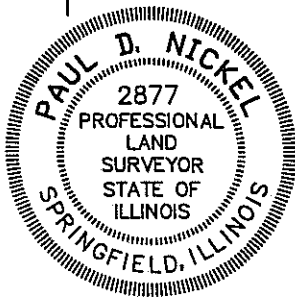
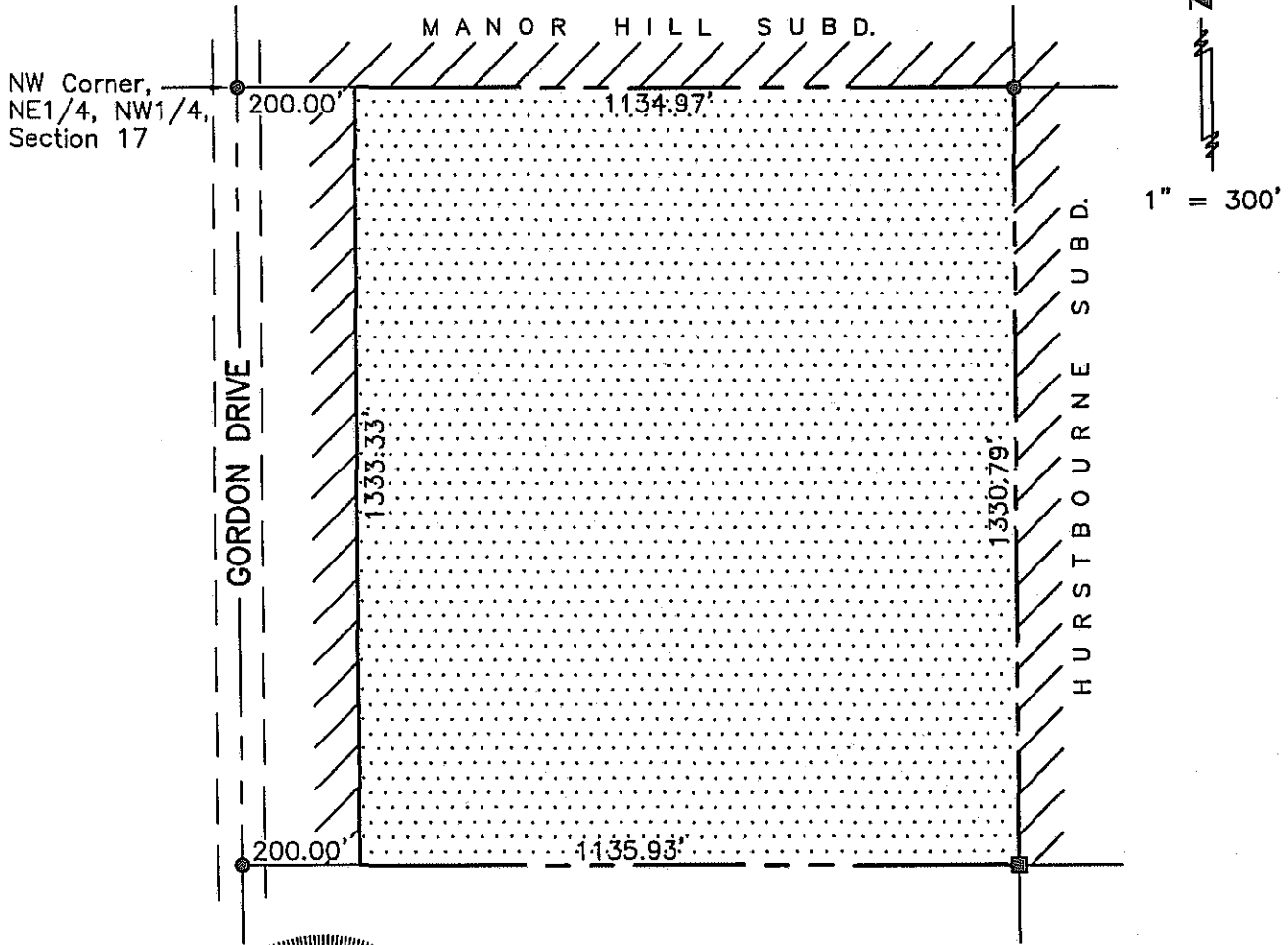
The territory is depicted on a Plat of Annexation attached hereto.

Petitioner hereby states as follows:

1. The above-described territory is 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. The Village of Chatham does not provide fire or library services, such that no notice to any fire protection or library district is required.
5. This Petition is subject to and conditional on the terms and conditions of an annexation agreement by and between the Village of Chatham and Petitioner of even date

PLAT OF ANNEXATION TO THE VILLAGE OF CHATHAM, ILLINOIS

The Northeast Quarter of the Northwest Quarter of Section 17,
Township 14 North, Range 5 West of the Third Principal Meridian,
EXCEPT the West 200.00 feet thereof, Sangamon County, Illinois.
Containing 34.72 acres, more or less.



This plat correctly represents the lands to be annexed to the Village of Chatham, Illinois.

Illinois Professional Land Surveyor No. 2877 Date
License Expires 11-30-06

LEGEND

- Found Iron Pin or Pipe
- Found Stone
- Area to be Annexed
- Existing Corporate Limits

CB NO. 04104

COOMBE-BLOXDORF P.C.

Engineers / Land Surveyors
755 South Grand Avenue West
Springfield, Illinois

Design Firm License No. 184-002703

herewith.

WHEREFORE, the undersigned Petitioner hereby requests that the above-described real estate be annexed to the Village of Village, Sangamon County, Illinois, conditional upon and subject to the terms to the above-described annexation agreement.

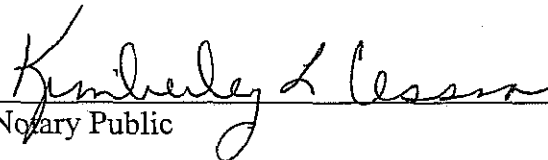
ILLINOIS NATIONAL BANK,
AS TRUSTEE OF TRUST NUMBER 05-048
DATED APRIL 6, 2005, AND NOT PERSONALLY

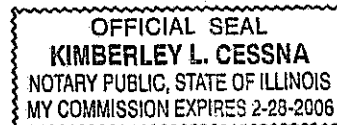
By: 
Authorized Trust Officer

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, a Notary Public in and for said County and State aforesaid, do hereby certify that Patrick T. Phalen, who personally known to me to be an authorized Trust Officer of the Illinois National Bank and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that s/he signed, sealed and delivered the said instrument as his free and voluntary act, and the free and voluntary act of Illinois National Bank, as trustee and not personally, for the uses and purposes therein set forth.

Given under my hand and official seal, this 26th day of April, 2005


Notary Public



VERIFICATION

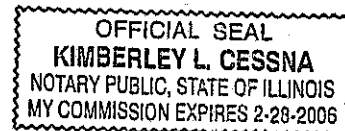
PATRICK T. PHALEN, being duly sworn on oath, deposes and states that s/he is a trust officer of Illinois National Bank, the Petitioner herein; that s/he has reviewed the foregoing Petition for Annexation, and the statements therein made are true and correct.

Patrick T. Phalen

SUBSCRIBED AND SWORN TO before me

this 26th day of April, 2005.

Kimberley L. Cessna
Notary Public



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. _____, adopted by the President and Board of Trustees of said Village on April ____, 2005, said Ordinance being entitled:

**AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT
(Manor Hill II Subdivision)**

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 _____, 2005.

Village Clerk

PREPARED BY/RETURN TO:

John M. Myers
RABIN, MYERS & HANKEN, P.C.
1300 South Eighth Street
Springfield, IL 62703
217.544.5000
fax: 217.544.5017