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2006R48612

12/18/2006 11:43AM

REC FEE: 57.00

REC REST FEE: 4.00

GIS FEE: 9.00

GIS REST FEE: 1.00

TOTAL: \$71.00

PAGES: 46

DELLA

MARY ANN LAMM

SANGAMON COUNTY RECORDER

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*This Space for Recorder of Deeds*

Ordinance No. 06-68

**AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT  
(Bumgardner Property)**

*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 among the Village of Chatham, Ann Charland, as attorney-in-fact for Dorothy Bumgardner pursuant to a power of attorney executed on November 20, 2006, and Apartment Mart of Springfield, Inc., an Illinois corporation, 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.

PASSED this 28 day of NOVEMBER, 2006.

Thomas J Gray  
VILLAGE PRESIDENT

ATTEST:

Pat Schol  
Village Clerk

AYES: McGRATH GRAY  
S HERR SCHATTEMAN BOULE

NAYS: 1 KALIANAGH

PASSED: 11-28-06

APPROVED: 11-28-06

ABSENT: 0



Village of Chatham  
**RECORDING - RESEARCH**

NAME: PAT SCHAID  
ADDRESS: 836 OXFORD  
CITY/STATE/ZIP: CHATHAM IL 62629  
PHONE: (618) 785-4069

RECEIVED  
DEC 15 2006

Recorder's Office

06 - 68	(40)	71.00
06 - 69	(9)	34.00
06 - 70	(9)	34.00
		<hr/>
		139.00

Charge

STAFF INITIAL: ML DATE: 12-15-06  
MARY ANN LAMM, RECORDER

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*This Space for Recorder of Deeds*

**ANNEXATION AGREEMENT**

**(Bumgardner Property, Chatham, Illinois)**

THIS AGREEMENT is made by Ann Charland, as attorney-in-fact for Dorothy Bumgardner pursuant to a power of attorney executed on November 20, 2006 ("Owner"), Apartment Mart of Springfield, Inc., an Illinois corporation ("Initial Developer") and the Village of Chatham, Illinois (the "Village"), an Illinois municipal corporation, all of Sangamon County, Illinois, and is effective this 28 day of NOV, 2006.

WHEREAS, Owner is the record owner of property, the legal description of which is set forth in Exhibit 1; the property is depicted on a Plat of Annexation attached hereto as Exhibit 2 and referred to herein as "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; Owner has filed a Petition for Annexation of the Property, which is attached hereto as Exhibit 3;

WHEREAS, a Plat depicting various sub-areas of the Property is attached hereto as Exhibit 4, the sub-areas are legally described in Exhibit 5 hereto; and the zoning proposed for the several parcels and roadways are as follows:

<u>Parcel</u>	<u>Approximate Acreage</u>	<u>Desired Zoning</u>
A	9.071	R1A
B	20.319	R3, restricted to not more than 28 buildings with not more than 8 dwelling units per building, and containing not more than 224 dwelling units in the aggregate plus an office community center, a maintenance/storage garage and 68 garages to be rented to residents.
C	32.285	B2
D	2.416	B2
E	5.997	B2, restricted to use as detention area
F	7.849	R-2
G	7.637	R-1, restricted to use as park

WHEREAS, Initial Developer has options to purchase Parcels A and B, and

intends to develop Parcel A as single family residences and Parcel B as multifamily residences; a conceptual site plan for Parcels A and B is attached hereto as Exhibit 6;

WHEREAS, all of Property, when developed, will utilize Parcel E for stormwater detention, subject to the future review and approval by the Village Engineer of drainage plans and calculations;

WHEREAS, Owner intends to convey Parcel G (the "Park Parcel") to the Initial Developer who will then convey the Park Parcel to the Village; in exchange for that conveyance, the Village proposes to construct a portion of the infrastructure for serving the Property;

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. Annexation Petition**

Owner has petitioned to annex the Property conditional upon this Agreement; a copy of the petition is attached hereto as Exhibit 3.

2. **Zoning**

Within 30 days of execution of this agreement, an annexation ordinance in such form as shall be approved by counsel for the Village, shall be enacted by the corporate authorities of the Village. Simultaneously, the corporate authorities of the Village shall enact an ordinance changing the Zoning classifications and limitations of the Property, as follows:

<u>Parcel</u>	<u>Zoning</u>
A	R1A
B	R3, restricted to not more than 28 buildings with not more than 8 dwelling units per building, and containing not more than 224 dwelling units in the aggregate, plus an office community center, a maintenance/storage garage and 68 garages to be rented to residents.
C	B2
D	B2
E	B2, restricted to use as detention area
F	R-2
G	R-1, restricted to use as park

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

**3. Use of Property Pending Development**

The parties contemplate that the Property will be 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. Approval of Conceptual Site Plan and Residential Plats**

The Village has examined and approved Exhibit 6, the conceptual site plan for Parcels A and B, and shall approve preliminary and final plats which contain lot, street and common area layouts which are generally in conformance with Exhibit 6, so long as they comply in all other respects with the Subdivision Chapter of the Village Code of Ordinances, including, where applicable, the large scale development provisions thereof, with such minor changes thereto as may be requested by Owner and approved by the Village.

**5. Approval of Plats for Commercial Lots**

The Village shall approve preliminary and final plats for Parcels C, D and F, which contain lot, street and common area layouts which are generally in conformance with Exhibit 4, so long as they comply in all other respects with the Subdivision Chapter of the Village Code of Ordinances, including, where applicable, the large scale development



provisions thereof, with such minor changes thereto as may be requested by Owner and approved by the Village.

**6. Detention Provisions**

A. The Village approves off-site storm water detention for the Property, with the detention works to be located in Parcel E, so long as the detention complies with the Village Subdivision Ordinance and the drainage calculations are approved by the Village Engineer in conformity therewith. Detention works sized and designed to serve Parcels A and B shall be constructed by the Initial Developer, at the Initial Developer's sole cost, with the first final plat of either Parcel A or B.

B. All detention works on Parcel E shall be sized and designed in accordance with the Village Subdivision Ordinance. Further expansion of the detention area to serve the development plans for Parcels C, D and F shall be at the expense of the Owner.

C. Owner shall retain ownership of Parcel E until Parcels C, D or F are developed. Prior to Owner's development of Parcels C, D or F, Initial Developer shall have perpetual maintenance responsibilities with respect to the detention works constructed in accordance with Paragraph A. of this Section and Owner shall have no responsibilities with respect to the detention works constructed by Initial Developer in accordance with Paragraph A. of this Section. At such time as a final plat is approved with respect to Parcels C, D or F, Owner and Initial Developer shall be jointly and

severally responsible for the maintenance of the detention works.

As between themselves, however, Owner and Initial Developer agree to share the cost of maintenance in proportion to the number of acres owned by each which are being served by the detention works. By way of example only, assuming (i), Initial Developer's Parcels A and B contain 29.393 acres, more or less, and Owner's Parcel C contains 32.285 acres, more or less; (ii) together Parcels A, B and C contain 61.678 acres; then (iii) at such time as a final plat is approved with respect to Parcel C, then Initial Developer shall be responsible for 47.655% of the maintenance expense with respect to the detention works and Owner shall be responsible for 52.345% of such expense.

D. Anything to the contrary notwithstanding, as such time as a final plat may be approved with respect to either Parcels C, D or F, then Owner may form (and on or before January 1, 2010, shall form) a property owners' association to undertake all maintenance responsibilities with respect to the detention works. At such time as Owner forms a property owners' association, Initial Developer and Owner shall become members of such association in proportion to the number of acres owned by each which are being served by the detention works. If, after the property owner's association is formed, additional property is developed which will be served by such detention works, then the owner of such additional property shall be required to become a member of the property owner's association and to share the maintenance responsibilities in proportion

to the number of acres owned by all members of the property owner's association. In such case, the membership interest in the property owner's association shall be reallocated at the time such new member becomes a member so that each of the members shall have membership and voting interests in proportion to the number of acres owned by each which are being served by the detention works.

E. Pending Owner's conveyance of Parcel E to a property owner's association, Owner shall grant Initial Developer an easement to use Parcel E for detention of stormwater from Parcels A and B, including any drainage pipes or related drainage structures running from Parcel A and B to Parcel E as well as access to Parcel E for maintenance of the detention area, and Initial Developer shall undertake all maintenance responsibilities with respect to such detention works serving Parcels A and B.

F. After the detention works for the entire Property have been constructed on Parcel E, the Village shall have the option of purchasing for \$1.00 any or all of that part of Parcel E which lies above the elevation of the permanent pool of water, if any, established on Parcel E. In the event Village exercises its option, the property owners association shall continue to have maintenance responsibilities with respect to any drainage pipes and structures in Parcel E, but the Village shall have all other responsibilities of a property owner with respect to the portion of Parcel E purchased by the Village. Any such purchase shall be subject to an access

easement for Owner or the appropriate property owners association for access to the permanent pool and to the pipes and drainage structures thereon.

#### **7. Water Main Provisions**

The Village desires the construction of a 10-inch water main along Mansion Road on the south side thereof. The main will pass through 311.69 feet of Parcel C and 418.58 feet through Parcels A and B. The Village shall construct the 10-inch water main, or shall hire a contractor to construct the water main, at a time to be determined by the Village in its discretion, but in any event, no later than December 31, 2008. Notwithstanding the aforesaid date, if the water main is required to service the development in any Parcel, however, the Village shall complete the construction of the main in conjunction with the construction of other public infrastructure serving the Parcel.

The Parties recognize that only a 6-inch main is required to be constructed by or paid for by Owner pursuant to the Village Subdivision Ordinance; the additional cost of a 10-inch main is for the convenience of the Village. The estimated cost of a 6-inch main is \$21.50 per linear foot, calculated as set forth in Exhibit 7 hereto.

At the time a final plat is approved with respect to any part of Parcel C, Owner shall pay the Village an amount equal to 311.69 feet multiplied by the cost per linear foot set forth in Exhibit 7, multiplied by any increase in the U.S. Department of Labor consumer price index for urban consumers from July 1, 2007 to the month immediately

preceding the approval of the plat.

**8. Electric System** The Village shall construct all electrical distribution systems within the Property at Owner's or Initial Developer's cost in accordance with, and at prices established by, its Electric System Ordinance. Village shall complete the construction of the electric system in conjunction with the construction of other public infrastructure serving the Parcel.

**9. Sewer Main** The Village shall construct a sewer trunk line to serve the Property, sized at the Village's discretion in accordance with reasonable engineering assumptions, but not exceeding 10 inches in diameter, in the location specified in a Plat of Easement attached hereto as Exhibit 8. The estimated cost of the sewer main, assuming 8 inches and 10 inches diameter, is as set forth in Exhibit 9. The Village shall construct the sewer main, or shall hire a contractor to construct the sewer main, in conjunction with the construction of other public infrastructure for Parcels A and B.

Owner shall be responsible for 58.94% of the cost of the sewer trunk line, calculated as follows:

$$\frac{\text{Area of Parcels C, D \& F}}{\text{Area of Parcels A, B, C, D \& F}} = \frac{42.19 \text{ ac}}{71.58 \text{ ac}} = .5894$$

At the time a final plat is approved with respect to Parcel C, but in no event later than January 1, 2021, Owner shall reimburse the Village for 58.94% of the cost of the sewer trunk line as set forth in Exhibit 9 and as built by the Village, multiplied by any

increase in the U.S. Department of Labor consumer price index for urban consumers from July 1, 2007 to the month immediately preceding the approval of the plat.

**10. Valuation and Sale of Park Parcel**

The Park Parcel is hereby valued by the parties and the Village at \$200,500 (calculated as \$25,000 per acre x 7.637 acres plus 5% payable to Coldwell Banker = \$20,471.30) (the "Park Purchase Price"). Owner shall convey the Park Parcel to Initial Developer at the Park Purchase Price. The Village hereby agrees to purchase, and Initial Developer agrees to sell, the Park Parcel, for the Park Purchase Price. However, no cash shall be paid by the Village at closing. Rather, the Village shall receive a credit against the Park Purchase Price for the following items:

A. a portion of the cost to construct the 10-inch water main described in Section 7 hereof to be installed by the Village or a contractor hired by the Village, being 418.58 feet multiplied by the cost per linear foot as set forth in Exhibit 7; plus

B. an amount equal to Initial Developer's share of the cost of the sewer line to be installed by the Village or a contractor hired by the Village, being 41.06% of the estimated cost thereof as set forth in Exhibit 9; plus

C. further credits in the amount of the cost of electric systems improvements installed from time to time by the Village or a contractor hired by the Village, including but not limited to waiver of hookup fees and costs related to construction of the

distribution system.

D. further credits in the amount of the cost of water systems improvements installed from time to time by the Village or a contractor hired by the Village, including but not limited to waiver of hookup fees and costs related to construction of the distribution system.

Only after the sum of the Initial Developer's share of the cost of the water and sewer mains, plus electric system improvements actually installed by the Village exceed the Park Purchase Price, shall Initial Developer be required to pay for further electric system improvements. Until such time, Initial Developer shall not be required to post any letter of credit or other security securing the construction of any electric system improvements or the 10-inch water main.

After conveyance of the Park Parcel to Village, Owner shall have the right to place, in a location mutually acceptable to Owner and Village, a plaque commemorating the Park Parcel as having been in the Bumgardner family for over 100 years, until its conveyance to the Village, and indicating its former status as a Centennial Farm.

#### **11. Title Matters**

Prior to execution of this Agreement, Owner has provided Village with a commitment for title insurance showing Owner having fee simple title to the Park Parcel, with no encumbrances other than those that can be cleared at closing. Owner shall convey

the Park Parcel to Initial Developer in accordance with the terms of the contract entered into between Owner and Initial Developer dated July 28, 2006. Concurrently upon the foregoing conveyance from Owner to Initial Developer, Initial Developer shall convey the Park Parcel to Village, by warranty deed, subject to Owner's right of repurchase for drainage purposes as set forth in paragraph 6. Thereafter, Owner and Initial Developer shall have no further obligations with respect to the development of the Park Parcel. The Village shall have the right to drain the Park Parcel into the detention works to be constructed in Parcel E, but shall not be assessed for the maintenance of such works.

#### **12. Berms**

As part of the development of Parcels A and B, Initial Developer shall install a berm at least four (4) feet in height with a slope not greater than three-to-one along the boundary between Parcel A and Parcel B. The berm shall be seeded or sodded with grass, and planted with evergreens which are initially four (4) feet tall that will provide a full all-year screening after completion of natural growth. The berm shall be constructed in phases. A conceptual plan is attached as Exhibit 10. Berm No. 1 will be completed and landscaped prior to the occupancy of any residential building. Berm No. 2 shall be completed prior to any foundation construction in Section C. All berms shall be completed prior to any building foundation construction in Sections D, E or F.

#### **13. Future Agreements**



The Village recognizes that Owner may develop Parcels C, D, and F, or may convey those parcels to other developers. Nothing in this Agreement shall restrict Village from entering into further agreements with Owner or with such future developers with respect to economic incentives, or varying the terms of this Agreement with Owner or such future developers, with respect to the future development of Parcels C, D and F.

#### **14. Covenants**

With each final plat of subdivision or large scale development within the Property, Owner (or in the case of Parcels A and B, Initial Developer) shall submit subdivision covenants which will provide for perpetual maintenance of the common areas. Common areas shall include but are not necessarily limited to: (a) the Lots or other areas designated on the Preliminary Plan as common areas, and all signs and other structures thereon; (b) landscaping berms and the vegetation growing thereon; and (c) all drainage swales, detention ponds or areas (including any ponds or areas constructed in Parcel E), and all other drainage works other than underground storm sewers dedicated to the Village. Maintenance of the common areas shall be performed by a property owner's association to be established by Owner. Subdivision covenants shall be approved by the Village with each final plat, and shall in every case include the following provisions:

1. Right-of-ways and easements for installation and maintenance of utilities, water retention facilities, drainage facilities and boulevards are reserved as shown on the recorded plat. Within these easements, no structure, fence, planting or other material shall be placed or permitted to

remain which may damage or impair the function or interfere with the installation and maintenance of utilities or easements. Any improvements so located shall be removed upon the request of the Declarant, its successors or assigns, or any public utility using said area, at the expense of the owner of said lot or tract. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except those improvements for which a public utility or authority is obligated to maintain.

2. The Village of Chatham shall be a third party beneficiary to the drainage provisions of these covenants and shall have the right to require the Property Owners Association to enforce these covenants or the right to enforce the covenants itself against either the Association or an individual property owner within the subdivision with respect to maintenance of drainage swales, detention areas and other drainage improvements located within the subdivision. The Village shall have the right to require the Association or any individual property owner to restore any alterations in any drainage swale, detention area or other drainage improvement and to require the removal of any obstruction to any drainage swale, detention area or other drainage improvement.

3. Off-site stormwater detention facilities shall be provided in an area legally described as [here insert legal description of Parcel E]. All lots included in this Plat shall have the right to drain into such area, and such area shall be part of the common area of this subdivision.

#### **15. Proof of POA**

Ann Charland warrants that she has full power and authority to execute this Agreement, and the exhibits attached hereto, on behalf of Dorothy Bumgardner pursuant to a power of attorney dated November 20, 2006, a copy of which is attached as Exhibit

11. Ann Charland warrants that the power of attorney has been neither revoked nor amended.

## **16. Amendment of Ordinances**

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. However, if in the judgment of the corporate authorities of the Village, a proposed rezoning may result in a diminishment of economic benefits which might otherwise accrue to the Village pursuant to the zoning contemplated by this Agreement, such is sufficient reason for the Village to deny the proposed rezoning irrespective of its merits otherwise.

## **17. Miscellaneous**

A. 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 only be amended by a writing, signed by the parties and approved by the Village by ordinance.

B. 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.

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

D. 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.

E. 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.

F. 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, except that the prevailing party in any litigation under this agreement shall be entitled to its attorneys fees and costs.

G. 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: Ann Charland, as Attorney-In-Fact for  
Dorothy Bumgardner  
4612 Bears Paw Court  
Springfield, IL

If to Initial Developer: Apartment Mart of Springfield, Inc.  
c/o Chris Holloway  
1600 Toronto Road  
Springfield, Illinois 62707

H. 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.

I. 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 20 years.

J. 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.

K. 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 any other portion 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 and Developer.

L. This agreement shall be to the benefit of, and be binding upon, successors of the owner and their 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 1.

M. 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.

N. Owner and Initial Developer shall grant Village, free of charge, such temporary and permanent easements as the Village may require for the water line and sewer trunk line described in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 28 day of November, 2006.

VILLAGE OF CHATHAM, ILLINOIS

By: Thomas J Gray  
Its President

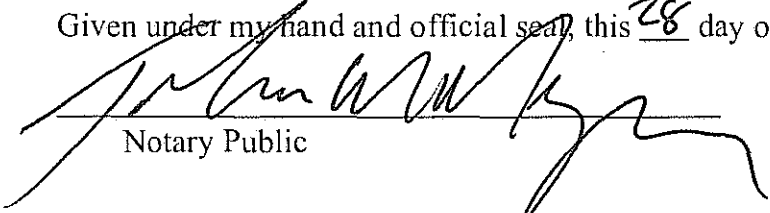
Attest: Pat Schank  
Village Clerk

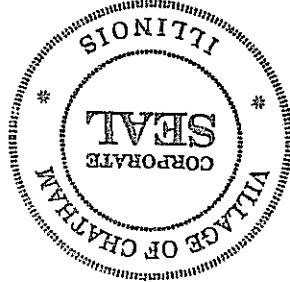


STATE OF ILLINOIS            )  
                                          ) SS.  
COUNTY OF SANGAMON        )

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 28 day of November, 2006

  
\_\_\_\_\_  
Notary Public









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](mailto:jmyers@springfieldlaw.com)

PART OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 14 NORTH, RANGE 6 WEST OF THE THIRD PRINCIPAL MERIDIAN; DESCRIBED MORE PARTICULARLY AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE AFOREMENTIONED SECTION 1, THENCE SOUTH 89 DEGREES 19 MINUTES 45 SECONDS WEST ALONG THE SECTION LINE A DISTANCE OF 722.34 FEET TO A MAG NAIL MARKING THE TRUE POINT OF BEGINNING, THENCE SOUTH 01 DEGREES 04 MINUTES 10 SECONDS EAST A DISTANCE OF 660.53 FEET TO AN IRON PIPE, THENCE NORTH 89 DEGREES 19 MINUTES 51 SECONDS EAST A DISTANCE OF 660.52 FEET TO AN IRON PIPE ON THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 4, THENCE SOUTH 00 DEGREES 52 MINUTES 44 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 128.05 FEET TO AN IRON PIN, THENCE SOUTH 00 DEGREES 45 MINUTES 55 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 292.82 FEET TO AN IRON PIN, THENCE SOUTH 00 DEGREES 00 MINUTES 11 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 257.04 FEET TO AN IRON PIN, THENCE SOUTH 01 DEGREES 46 MINUTES 18 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 759.32 FEET TO AN IRON PIN, THENCE SOUTH 01 DEGREES 08 MINUTES 37 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 92.07 FEET TO AN IRON PIPE, THENCE SOUTH 16 DEGREES 48 MINUTES 30 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 323.67 FEET TO AN IRON PIPE, THENCE SOUTH 00 DEGREES 15 MINUTES 59 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 145.15 FEET TO AN IRON PIPE ON THE QUARTER SECTION LINE, THENCE SOUTH 89 DEGREES 22 MINUTES 38 SECONDS WEST ALONG THE QUARTER SECTION LINE A DISTANCE OF 1473.25 FEET TO AN IRON PIPE, THENCE NORTH 01 DEGREES 18 MINUTES 01 SECONDS WEST A DISTANCE OF 2642.36 FEET TO AN IRON PIPE OVER A STONE ON THE SECTION LINE, THENCE NORTH 89 DEGREES 19 MINUTES 45 SECONDS EAST ALONG THE SECTION LINE A DISTANCE OF 931.28 FEET TO THE TRUE POINT OF BEGINNING. SAID PARCEL CONTAINS 85.205 ACRES, MORE OR LESS, ALL IN THE COUNTY OF SANGAMON, STATE OF ILLINOIS.

EXCEPT FOR THE NORTH 300.00 FEET THEREOF.

BASIS OF BEARING IS SOUTH 89 DEGREES 19 MINUTES 45 SECONDS WEST ALONG THE SECTION LINE.



## PETITION FOR ANNEXATION

Ann Charland, as attorney-in-fact for Dorothy Bumgardner pursuant to a power of attorney dated November 20, 2006, 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 set forth in Exhibit A hereto, and which is depicted on a Plat of Annexation attached hereto as Exhibit B.

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 herewith.

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



**VERIFICATION**

ANN CHARLAND, being duly sworn on oath, deposes and states that she has reviewed the foregoing Petition for Annexation, and the statements therein made are true and correct.

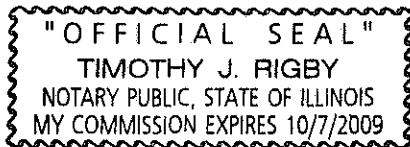
Ann Charland P.O.A.

SUBSCRIBED AND SWORN TO before me

this 28<sup>th</sup> day of November, 2006.

Tim

Notary Public



Exhibits:

- A. Legal Description
- B. Annexation Plat



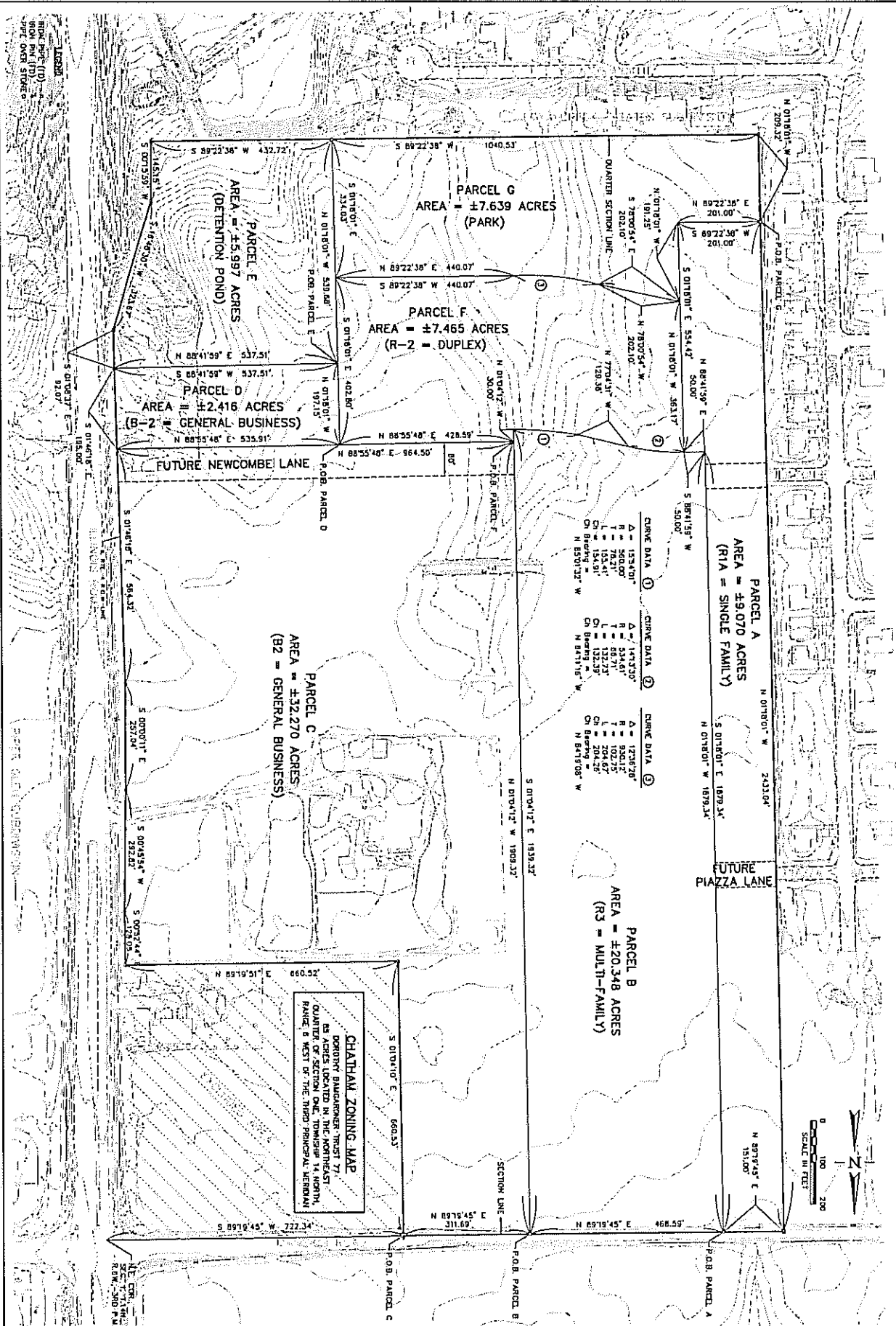
PART OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 14 NORTH, RANGE 6 WEST OF THE THIRD PRINCIPAL MERIDIAN; DESCRIBED MORE PARTICULARLY AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE AFOREMENTIONED SECTION 1, THENCE SOUTH 89 DEGREES 19 MINUTES 45 SECONDS WEST ALONG THE SECTION LINE A DISTANCE OF 722.34 FEET TO A MAG NAIL MARKING THE TRUE POINT OF BEGINNING, THENCE SOUTH 01 DEGREES 04 MINUTES 10 SECONDS EAST A DISTANCE OF 660.53 FEET TO AN IRON PIPE, THENCE NORTH 89 DEGREES 19 MINUTES 51 SECONDS EAST A DISTANCE OF 660.52 FEET TO AN IRON PIPE ON THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 4, THENCE SOUTH 00 DEGREES 52 MINUTES 44 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 128.05 FEET TO AN IRON PIN, THENCE SOUTH 00 DEGREES 45 MINUTES 55 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 292.82 FEET TO AN IRON PIN, THENCE SOUTH 00 DEGREES 00 MINUTES 11 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 257.04 FEET TO AN IRON PIN, THENCE SOUTH 01 DEGREES 46 MINUTES 18 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 759.32 FEET TO AN IRON PIN, THENCE SOUTH 01 DEGREES 08 MINUTES 37 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 92.07 FEET TO AN IRON PIPE, THENCE SOUTH 16 DEGREES 48 MINUTES 30 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 323.67 FEET TO AN IRON PIPE, THENCE SOUTH 00 DEGREES 15 MINUTES 59 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 145.15 FEET TO AN IRON PIPE ON THE QUARTER SECTION LINE, THENCE SOUTH 89 DEGREES 22 MINUTES 38 SECONDS WEST ALONG THE QUARTER SECTION LINE A DISTANCE OF 1473.25 FEET TO AN IRON PIPE, THENCE NORTH 01 DEGREES 18 MINUTES 01 SECONDS WEST A DISTANCE OF 2642.36 FEET TO AN IRON PIPE OVER A STONE ON THE SECTION LINE, THENCE NORTH 89 DEGREES 19 MINUTES 45 SECONDS EAST ALONG THE SECTION LINE A DISTANCE OF 931.28 FEET TO THE TRUE POINT OF BEGINNING. SAID PARCEL CONTAINS 85.205 ACRES, MORE OR LESS, ALL IN THE COUNTY OF SANGAMON, STATE OF ILLINOIS.

EXCEPT FOR THE NORTH 300.00 FEET THEREOF.

BASIS OF BEARING IS SOUTH 89 DEGREES 19 MINUTES 45 SECONDS WEST ALONG THE SECTION LINE.

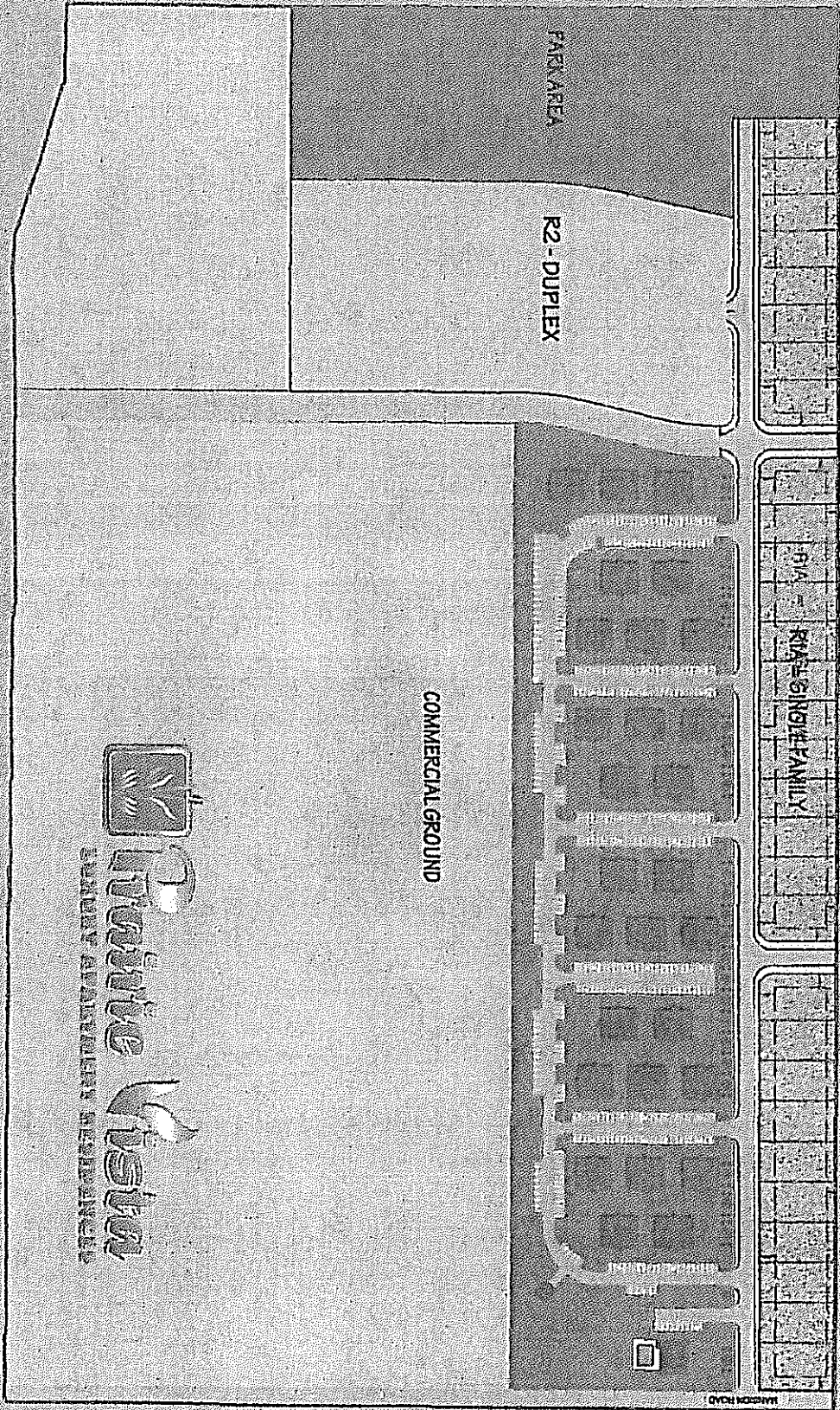




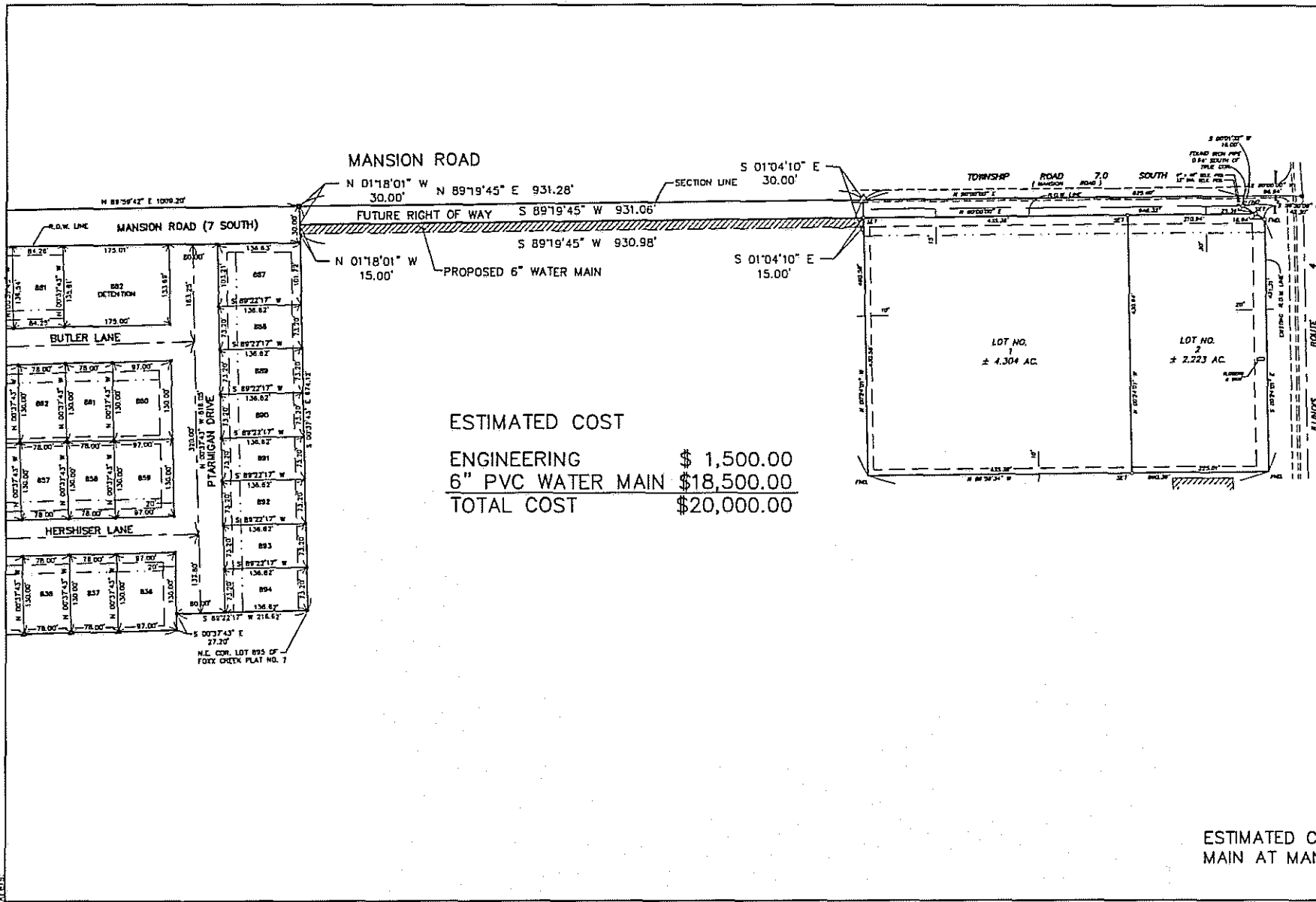
**Exhibit A**



FOXX CREEK ESTATES SUBDIVISION



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 Xref5:  
 Tue, 11/21/2006 10:43am

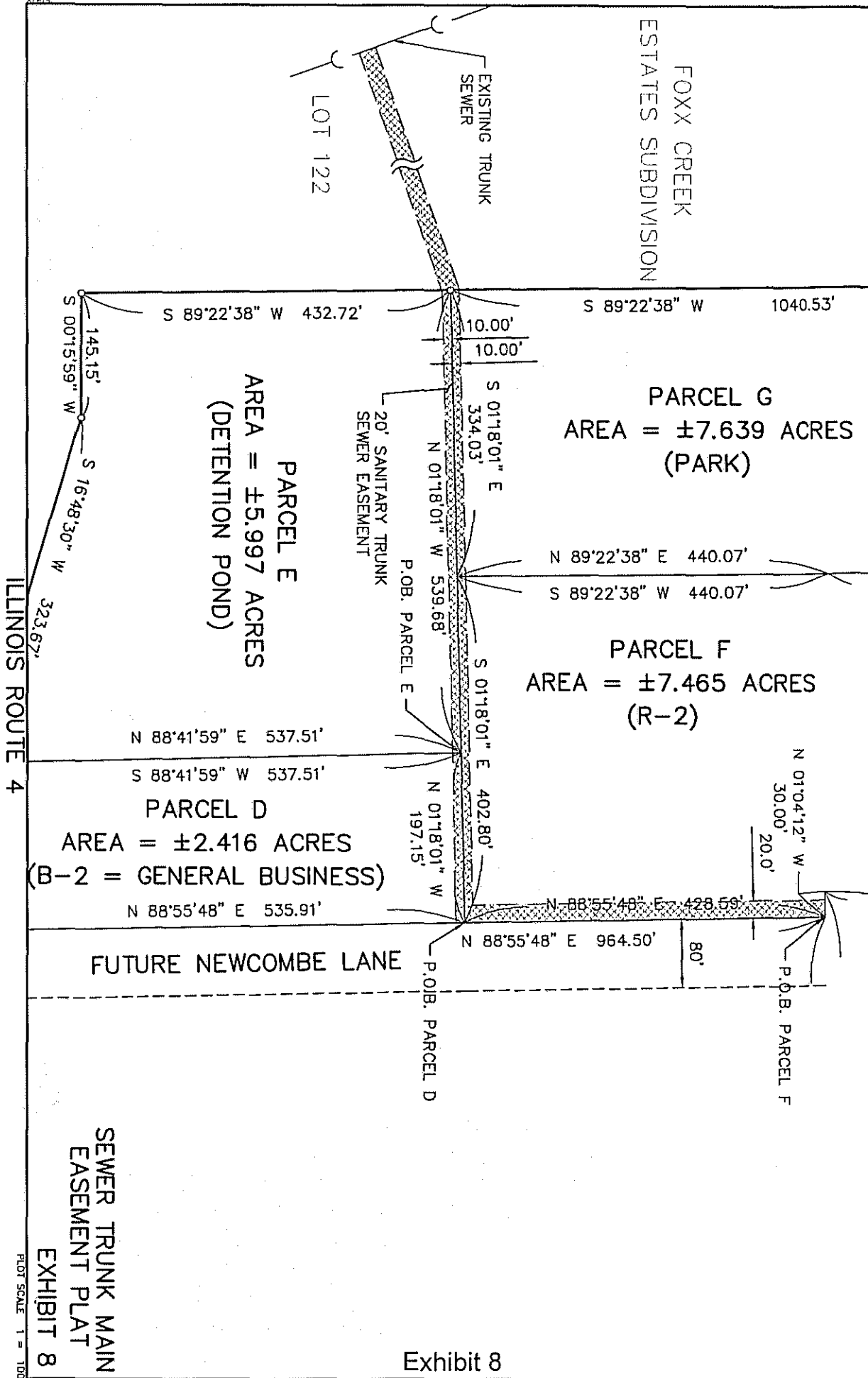


ESTIMATED COST

ENGINEERING	\$ 1,500.00
6" PVC WATER MAIN	\$18,500.00
<b>TOTAL COST</b>	<b>\$20,000.00</b>

ESTIMATED COST 6" WATER MAIN AT MANSION ROAD EXHIBIT 7





**ESTIMATED COST OF SEWER 15" TRUNK MAIN**

**A. Construction Estimate**

<b>1. Tap existing / manhole</b>	<b>\$ 2,000.00</b>
<b>2. 15" Trunk sewer (1500x35)</b>	<b>\$52,500.00</b>
<b>3. 5 manholes (2000.00 each)</b>	<b>\$10,000.00</b>
<b>4. Restoration, seeding etc.</b>	<b>\$ 5,500.00</b>
<b>Sub-total</b>	<b>\$70,000.00</b>

**A. Engineering** **\$ 8,000.00**

**B. Construction Fees** **\$ 2,000.00**

**TOTAL COST** **\$80,000.00**

**COST PER FOOT \$ 53.33**

**EXHIBIT 9 (1 of 3)**



**ESTIMATED COST OF SEWER 10" TRUNK MAIN**

**A. Construction Estimate**

<b>1. Tap existing / manhole</b>	<b>\$ 2,000.00</b>
<b>2. 10" Trunk sewer (1500x35)</b>	<b>\$45,000.00</b>
<b>3. 5 manholes (2000.00 each)</b>	<b>\$10,000.00</b>
<b>4. Restoration, seeding etc.</b>	<b>\$ 5,500.00</b>
<b>Sub-total</b>	<b>\$62,500.00</b>

**C. Engineering** **\$ 8,000.00**

**D. Construction Fees** **\$ 2,000.00**

**TOTAL COST** **\$72,500.00**

**COST PER FOOT \$ 48.33**

**EXHIBIT 9 (2of 3)**

**ESTIMATED COST OF SEWER 8" TRUNK MAIN**

**A. Construction Estimate**

<b>1. Tap existing / manhole</b>	<b>\$ 2,000.00</b>
<b>2. 8" Trunk sewer (1500x35)</b>	<b>\$42,000.00</b>
<b>3. 5 manholes (2000.00 each)</b>	<b>\$10,000.00</b>
<b>4. Restoration, seeding etc.</b>	<b>\$ 5,500.00</b>
<b>Sub-total</b>	<b>\$59,500.00</b>

**E. Engineering**                      **\$ 8,000.00**

**F. Construction Fees**                **\$ 2,000.00**

**TOTAL COST**                            **\$69,500.00**

**COST PER FOOT \$ 46.33**

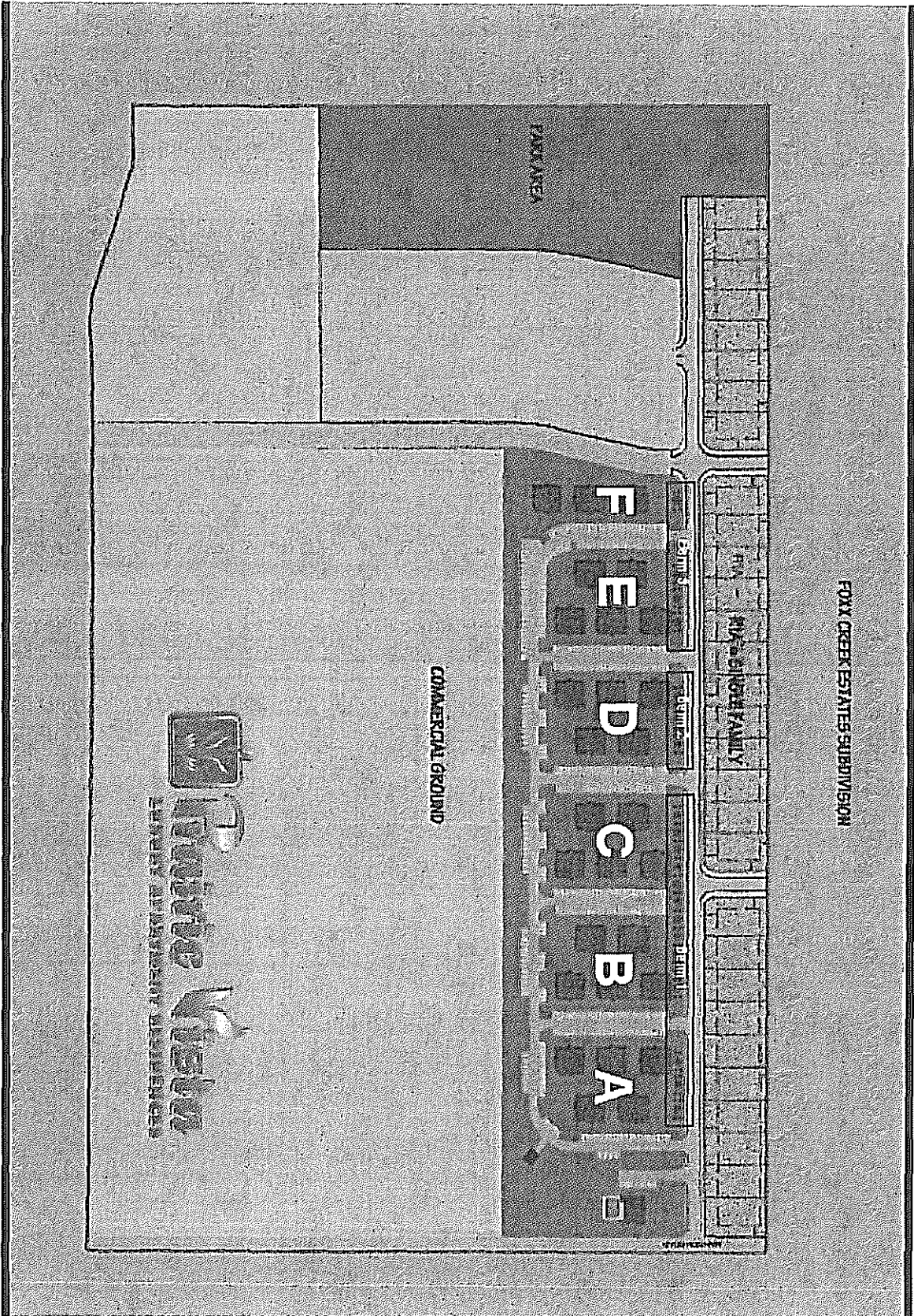


Exhibit 10

## GENERAL POWER OF ATTORNEY

I, DOROTHY MARGARET BUMGARDNER, hereby reappoints ANN B. CHARLAND as my agent and attorney-in-fact, and I authorize her in my name, and on my behalf to do and execute any or all of the following acts, as fully as I might or could, if either present or able:

1. To pay, compromise or adjust bills or accounts for which I may be indebted; to make and enter into contracts for me orally or in writing; to collect any money or accounts due to me, and to give receipts or releases therefor; and otherwise transact any of my personal affairs for me as fully as I might or could do if personally present or able.
2. To deal with any account I maintain in a bank, savings and loan association, or other financial institution, including but not limited to checking accounts, savings accounts, certificates of deposit, money market funds, Treasury bills or accounts; to draw checks or drafts from any such account; to endorse my name to any check or draft for the purpose of cashing same or for deposit into any such account; to make deposits or withdrawals from any such account. Such authority shall extend to accounts held solely in my own name, accounts in which I am a tenant in common or joint tenant, and accounts I may hold as custodian for another.
3. To deal with any pension or retirement account maintained by myself or my employer; to make deposits or withdrawals from any such account, and to make any elections concerning such accounts. Such authority shall extend to accounts held solely in my own name, accounts in which I am a tenant in common or joint tenant, and accounts I may hold as custodian for another.
4. To open and enter any safety deposit box, which I may rent, either solely in my name or jointly with other(s); to deposit items into or remove any or all items, including any securities, from any such box at any time; to cancel, extend or modify the lease(s) under which I hold such box(es).
5. To retain or sell any stocks, bonds, notes or other securities which I may own either solely in my name or jointly with other(s), and to sign any document necessary to transfer title to such property.
6. To retain or sell any real property, wherever situated, or any other personal property, which I may own either solely or jointly with other(s), and to sign any document necessary to transfer title to such property.
7. To borrow money from any source for any purpose, and to secure repayment of such loan, to mortgage or pledge any of my property to a lender.

8. To purchase, renew, modify, cancel or dispose of fire, casualty, property, income protection, medical, hospital, life, liability, or other insurance, and to pay any premiums thereon.

9. To prepare, sign and file any state or United States income tax returns; to pay, compromise or adjust any claim for such taxes or penalties; and to receive any document information requested by my said agent from the Internal Revenue Service or state tax authority in connection with any claim for such taxes or penalties.

10. To arrange for and pay the costs of my ordinary household expenses.

11. To arrange and pay for my medical, nursing, hospital, convalescent and other health care and treatment, including admission to hospitals, extended care facilities, and nursing home, and consent to treatment for me; and to make the application for insurance, pension or employee benefits related to such health care and treatment.

12. To appear for and represent me in any legal action for or against me, and to employ any accountants, attorneys at law, or other professional persons that my attorney-in-fact deems necessary.

13. I hereby terminate any previous powers of attorney that I have signed.

14. I specifically authorize Ann Charland to complete the transfer of roughly 36 acres of my land to Apartment Mart of Springfield.

This power of attorney does not confer upon my attorney-in-fact any power to perform any of my professional duties or functions.

A photocopy of this general power of attorney shall be given the same effect as the original and this general power of attorney shall remain in effect otherwise revoked in writing.

In witness whereof, I have signed this general power of attorney on this 20 day of Nov, 2006, at Springfield, Illinois.

Dorothy Margaret Bumgardner  
DOROTHY MARGARET BUMGARDNER

I, Richard H. Nass, a Notary Public, hereby certify that DOROTHY MARGARET BUMGARDNER, who is personally known to me, signed the foregoing instrument consisting of three pages, this page included, in my presence as true and lawful act for the uses and purposes therein set forth on this 20 day of Nov, 2006.

Richard H. Nass  
Notary Public

**ORDINANCE CERTIFICATE**

STATE OF ILLINOIS            )  
                                          ) SS.  
COUNTY OF SANGAMON        )

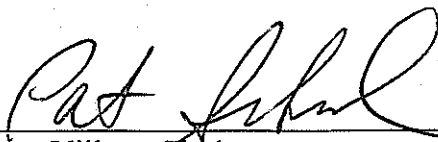
I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Chatham, Sangamon County, Illinois.

I do further certify that the ordinance attached hereto is a full, true, and exact copy of Ordinance No. 06-68 adopted by the President and Board of Trustees of said Village on ~~June~~ 28, 2006, said Ordinance being entitled:  
NOV

**AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT  
(Bumgardner Property)**

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 28 day of NOV, 2006.

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



PREPARED BY AND  
RETURN TO:

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

return  
to: PAT SCHIAD  
836 OXFORD  
CHATHAM, IL  
62641 29  
Village Clerk

**RABIN, MYERS & HANKEN, P.C.**  
ATTORNEYS AND COUNSELORS AT LAW

1300 SOUTH EIGHTH STREET  
SPRINGFIELD, IL 62703

PHONE: 217.544.5000  
FAX: 217.544.5017

MARK RABIN  
JOHN M. MYERS  
W. SCOTT HANKEN

ALEX RABIN

November 29, 2006

Mr. Pat Schad, Clerk  
Village of Chatham  
116 E. Mulberry Street  
Chatham, IL 62629

Re: **Charland-Apartment Mart**

Dear Pat:

I enclose the original Ordinance approving the Charland-Apartment Mart Annexation Agreement, with all the signatures, etc. on it. Please record the Ordinance with the Recorder of Deeds of Sangamon County. By copy of this letter, I am providing fully-executed copies to Apartment Mart's and Ann Charland's attorneys.

Sincerely,

  
John M. Myers

JMM:dnc

Enclosures

cc: Timothy J. Rigby  
Michael A. Myers  
Del McCord