

24



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2010R16264

05/20/2010 10:25AM

REC FEE: 49.00

TOTAL: \$49.00

PAGES: 24

LAVERNE

JOSHUA A. LANGFELDER
SANGAMON COUNTY RECORDER

This Space for Recorder of Deeds

Ordinance No. 10-31

**AN ORDINANCE APPROVING AN AMENDED ANNEXATION AGREEMENT
(Christofilakos Property)**

WHEREAS, on April 27, 2010, the Village of Chatham approved an annexation agreement with Harold Christofilakos and other owners of certain property;

WHEREAS, the annexation agreement as approved contained errors that have been discovered and corrected;

WHEREAS, it is appropriate for the Village to approve the attached amended Annexation Agreement, which incorporates the corrections, by ordinance;

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

SECTION 1: The amended Annexation Agreement attached hereto, by and among the Village of Chatham, Harold Christofilakos, Lillian Christofilakos, Norman Soler and Susan Soler, as tenants in common, 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 11 day of MAY, 2010.

Thomas S Gray

VILLAGE PRESIDENT

ATTEST:

[Signature]
Village Clerk



AYES:

HERRMAN BOYLE REYNOLDS
6 KAVANAGH SCHATTEMAN

NAYS:

0

PASSED:

5-11-10

APPROVED:

5-11-10

ABSENT:

0

This Space for Recorder of Deeds

AMENDED ANNEXATION AGREEMENT
(Christofilakos Property)

THIS AGREEMENT is made by Harold Christofilakos, Lillian Christofilakos, Norman Soler and Susan Soler, as tenants in common ("Owner"), and the Village of Chatham, Illinois (the "Village"), an Illinois municipal corporation, both of Sangamon County, Illinois, and is effective this 11 day of MAY, 2010.

WHEREAS, Owner is the record owner of approximately 74.3 acres of property, the legal description of which is set forth in Exhibit A; the property is depicted on a Plat of Annexation attached hereto as Exhibit B and referred to herein as "the Property";

WHEREAS, the Property is located in unincorporated Sangamon County, Illinois, is within 1 1/2 miles of the corporate limits of the Village of Chatham but is not yet 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, and has executed

an irrevocable Petition for Annexation attached hereto as Exhibit C;

WHEREAS, Owner intends to develop the Property for various recreational uses, and consequently, wishes to obtain zoning for the Property as depicted on a zoning plat attached hereto as Exhibit D;

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 and special uses as set forth in this Agreement;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Within 30 days of the Property becoming contiguous, 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, annexing the Property to the Village.

2. After annexation of the Property, and pursuant to the Village's zoning authority under Section 11-15.1-2 of the Illinois Municipal Code, pending annexation of the Property, the Property shall have the zoning as set forth on the Zoning Plat, with the following special use permits:

Area	Zoning
Area 1 (8.264 acres)	B-1 with special uses for: Community Center
Area 2 (7.346 acres)	B-2 with special uses for: Private outdoor recreation Public outdoor recreation
Area 3 (12.875 acres)	B-2 with special uses for: Private outdoor recreation Public outdoor recreation
Area 4 (46.762 acres):	P-1 with special uses for: Golf Course Private outdoor recreation Public outdoor recreation Public swimming pool

3. The parties anticipate that the Property shall be developed in the future in one or more residential or commercial subdivisions generally conforming with the zoning plat attached hereto, and in accordance with the Village Subdivision Ordinance.

4. 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.

5. This Agreement is binding upon the parties hereto, their respective heirs, executors, personal representatives, corporate authorities, administrators, successors and assigns. Owner may assign its rights to payment of economic incentives without the prior consent of the Village. 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.

6. 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.

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

8. 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. So long as none of the Property has been conveyed to any third party, the Village will establish a special service area for the Property upon Owner's request and at Owner's expense, to help fund public infrastructure serving the Property. During the term of this Agreement, the Village shall not impose any impact fee as to the Property; however, Owner shall be liable for fees as set forth in the Subdivision Ordinance as of the date of execution of this Agreement. Owner shall not institute disconnection proceedings with respect to the Property, or any portion thereof,

the Village and executed by the parties. The term of this Agreement shall be until the twenty years after its execution.

13. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement on this

11 day of MAY, 2010.

VILLAGE OF CHATHAM, ILLINOIS

By: Thomas J Gray
Its President

Attest: Pat Schulz
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 11th day of May, 2010

Jill A. Butler
Notary Public



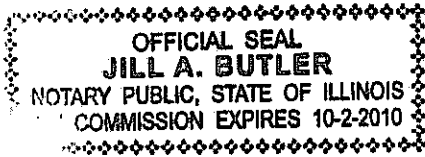
Lillian Christofilakos
Lillian Christofilakos

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, a Notary Public in and for said County and State aforesaid, do hereby certify that Lillian Christofilakos, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 5th day of May, 2010

Jill A Butler
Notary Public



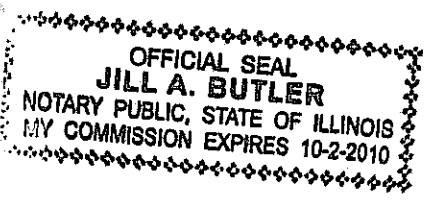
S. M. Soler
Susan Soler

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, a Notary Public in and for said County and State aforesaid, do hereby certify that Susan Soler, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 5th day of May, 2010

Jill A. Butler
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

LEGAL DESCRIPTION

THE EAST ONE HALF OF THE NORTHWEST QUARTER OF SECTION 5,
TOWNSHIP 14 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN,
IN SANGAMON COUNTY, ILLINOIS.

Together with all public roadways adjacent thereto.

Tax i.d. number: 29- 05- 100- 003

Exhibit
A

PLAT OF PRE-ANNEXATION TO THE VILLAGE OF CHATHAM

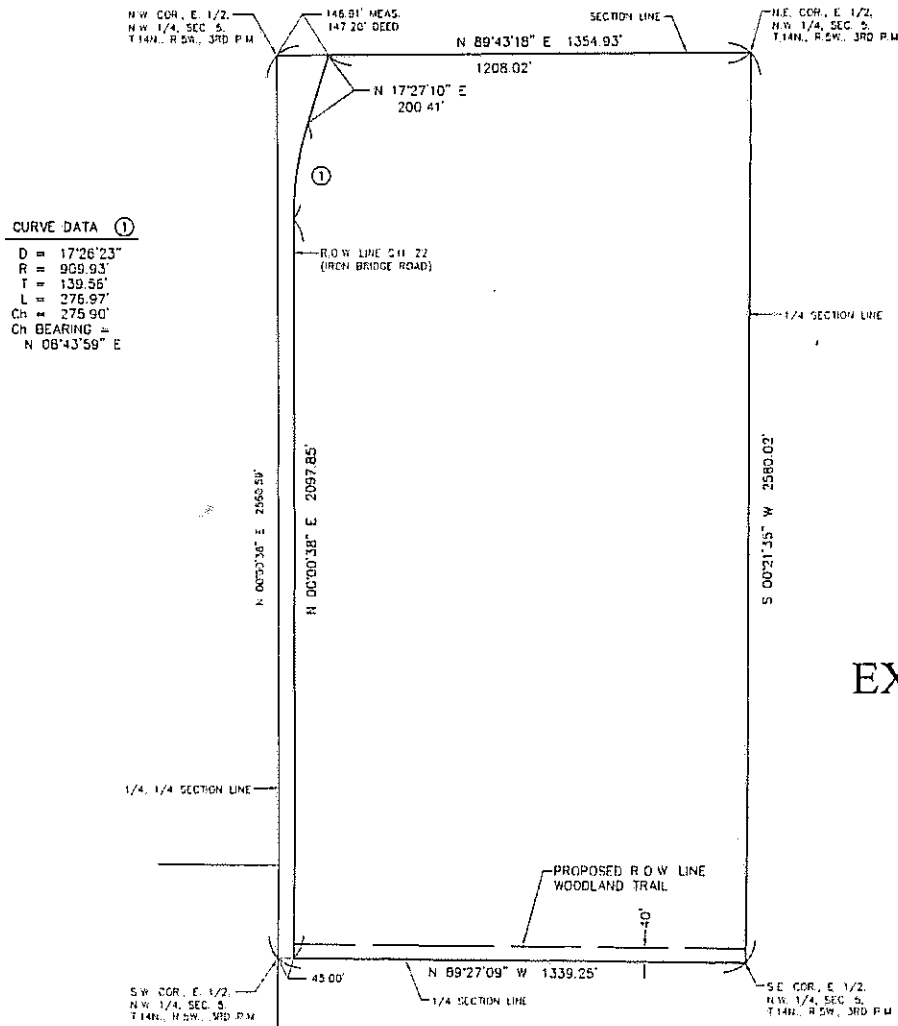
LEGAL DESCRIPTION

THE EAST ONE HALF OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 14 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN IN SNAGAMON COUNTY, ILLINOIS.

OWNER: HAROLD CHRISTOFILAKOS
LILLIAN CHRISTOFILAKOS
NORMAN SOLER
SUSAN SOLER
TAX I.D. NO.: 29-05-100-003
VILLAGE: CHATHAM
FIELDWORK COMPLETED: 03/23/10
BASIS OF BEARING: ASSUMED MERIDIAN

TOTAL AREA TO BE ANNEXED = 79.484 ACRES
AREA IN C.H. 22 R.O.W. = 3.047 ACRES
NET AREA = 76.437 ACRES

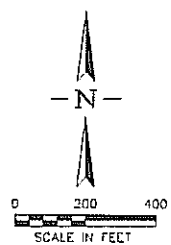
NOTE:
BOUNDARY INFORMATION FROM
PLAT OF SURVEY BY CARL NAIL



CURVE DATA ①
D = 17°26'23"
R = 909.93'
T = 139.56'
L = 276.97'
Ch = 276.90'
Ch BEARING =
N 08°43'59\" E

**EXHIBIT
B**

LEGEND
STONE
IRON PIPE
IRON P.M.



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

Robert J. Arlt
ILLINOIS PROFESSIONAL LAND SURVEYOR #2590



REVISIONS	DATE	BY

GREENE & BRADFORD, INC.
OF SPRINGFIELD
CONSULTING ENGINEERS
SOIL CONSTRUCTION ENGINEERS
SPRINGFIELD, ILLINOIS 62761
(217) 253-8844 (217) 791-6322 FAX
PROFESSIONAL LAND SURVEYING FROM 1920-20000000

DATE	03/23/10
DRAWN	BISHOP
PROJ. NO.	10-001.06
FIELD BOOK	X
COMPUTER FILE NO.	1001029AP.dwg
PLOT SCALE	1" = 200'

P.L.S. 11/03/10 06:45 AM 10/23/10 06:45 PM 03/16/2010 9:05 AM

PETITION FOR ANNEXATION

Harold Christofilakos, Lillian Christofilakos, Norman Soler and Susan Soler, hereby petition the Village of Chatham, pursuant to Section 7-1-8 of the Illinois Municipal Code, to annex within its corporate limits certain real estate, the legal description of which is attached hereto as Exhibit 1, and a map of which is attached hereto as Exhibit 2. Petitioners hereby state as follows:

1. The above-described territory is not yet contiguous to the Village of Chatham, but will be contiguous at the time of annexation.
2. The above-described territory is not within the corporate limits of any other municipality.
3. Petitioners are the sole owners of record of the property, and comprise 100% of the electors residing therein.
4. This Petition for Annexation is subject to an Annexation Agreement by and between Petitioners and the Village of Chatham.

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

EXHIBIT
C

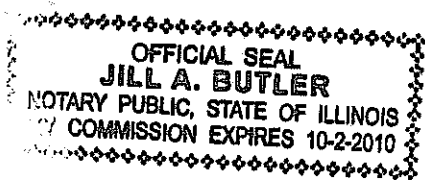
Lillian Christofilakos
Lillian Christofilakos

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, a Notary Public in and for said County and State aforesaid, do hereby certify that Lillian Christofilakos, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 5th day of May, 2010

Jill A. Butler
Notary Public



Norman S. Soler.

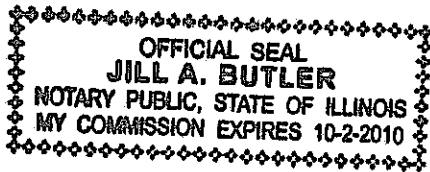
Norman Soler

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, a Notary Public in and for said County and State aforesaid, do hereby certify that Norman Soler, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 10th day of May, 2010

Jill A. Butler
Notary Public



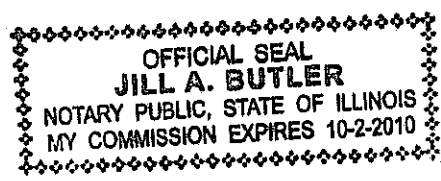
S. N. Soler
Susan Soler

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, a Notary Public in and for said County and State aforesaid, do hereby certify that Susan Soler, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 5th day of May, 2010

Jill A Butler
Notary Public



VERIFICATION

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

SUBSCRIBED AND SWORN TO before me

this 5th day of May, 2010

Jill A. Butler

Notary Public

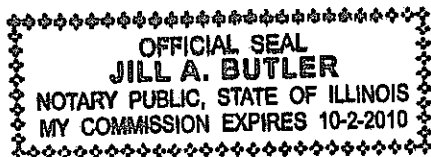


Exhibit 1: Legal description

Exhibit 2: Annexation plat

LEGAL DESCRIPTION

THE EAST ONE HALF OF THE NORTHWEST QUARTER OF SECTION 5,
TOWNSHIP 14 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN,
IN SANGAMON COUNTY, ILLINOIS.

Together with all public roadways adjacent thereto.

Tax i.d. number: 29- 05- 100- 003

EXHIBIT

1

ZONING PLAT

OWNER: HAROLD CHRISTOFILAKOS
LILLIAN CHRISTOFILAKOS
NORMAN SOLER
SUSAN SOLER
TAX I.D. NO.: 29-35-100-003
VILLAGE: CHATHAM
FIELDWORK COMPLETED: 03/23/10
BASIS OF BEARING: ASSUMED MERIDIAN

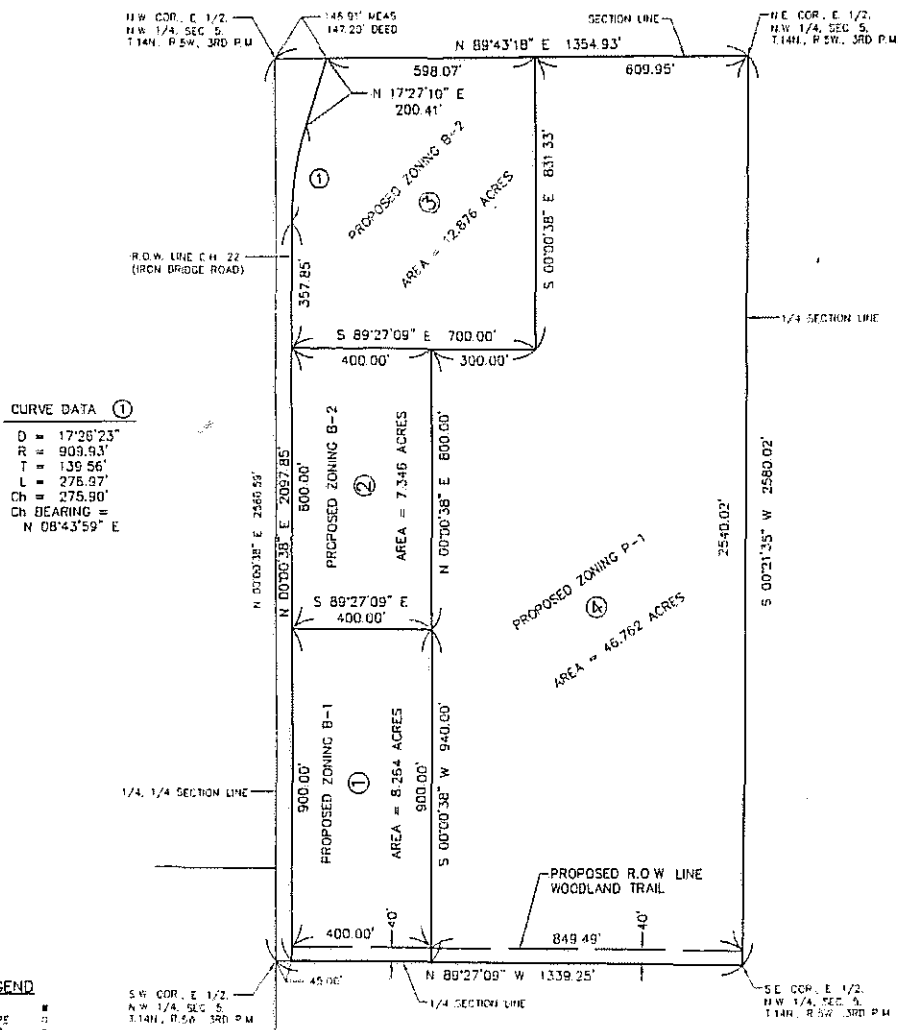
LEGAL DESCRIPTION

PARCEL 1
THE EAST 400 FEET OF THE WEST 445 FEET OF THE NORTH 900 FEET OF THE SOUTH 940 FEET TO THE EAST HALF OF THE NORTH-WEST QUARTER OF SECTION 5, TOWNSHIP 14 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN IN SANGAMON COUNTY, ILLINOIS

PARCEL 2
THE EAST 400 FEET OF THE WEST 445 FEET OF THE NORTH 800 FEET OF THE SOUTH 1740 FEET TO THE EAST HALF OF THE NORTH-WEST QUARTER OF SECTION 5, TOWNSHIP 14 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN IN SANGAMON COUNTY, ILLINOIS.

PARCEL 3
ALL THAT PART OF THE WEST 745 FEET OF THE EAST HALF OF THE NORTH-WEST QUARTER OF SECTION 5, TOWNSHIP 14 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN IN SANGAMON COUNTY, ILLINOIS LYING EAST OF THE EAST RIGHT OF WAY LINE OF SANGAMON COUNTY HIGHWAY 22 EXCEPT THE SOUTH 1740 FEET THEREOF.

PARCEL 4
THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 14 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN IN SANGAMON COUNTY, ILLINOIS EXCEPT THE WEST 445 FEET OF THE SOUTH 1740 FEET THEREOF AND EXCEPT THE WEST 745 FEET LYING NORTH OF THE SOUTH 1740 FEET THEREOF.



THE ABOVE DESCRIBED PLAT REPRESENTS THE PARCEL OF LAND TO BE REZONED.

Richard Tompkins
ILLINOIS PROFESSIONAL LAND SURVEYOR # 1915
4-16-10
DATE SIGNED



EXPIRES 11/30/10

REVISIONS	DATE	BY



GREENE & BRADFORD, INC.
OF SPRINGFIELD
CONSULTING ENGINEERS
3201 CONSTITUTION DRIVE
SPRINGFIELD, ILLINOIS 62711
(217) 793-8844 (217) 793-8227 FAX
PROFESSIONAL LAND SURVEYING FROM 10 010-000335

DATE	03/23/10
DRAWN	BK10P
PROJ. NO.	10-001.00
FIELD BOOK	X
COMPUTER FILE NO.	10001 DR 10 000
PLAT SCALE 1" = 200'	

EXHIBIT D

PLAT OF PRE-ANNEXATION TO THE VILLAGE OF CHATHAM

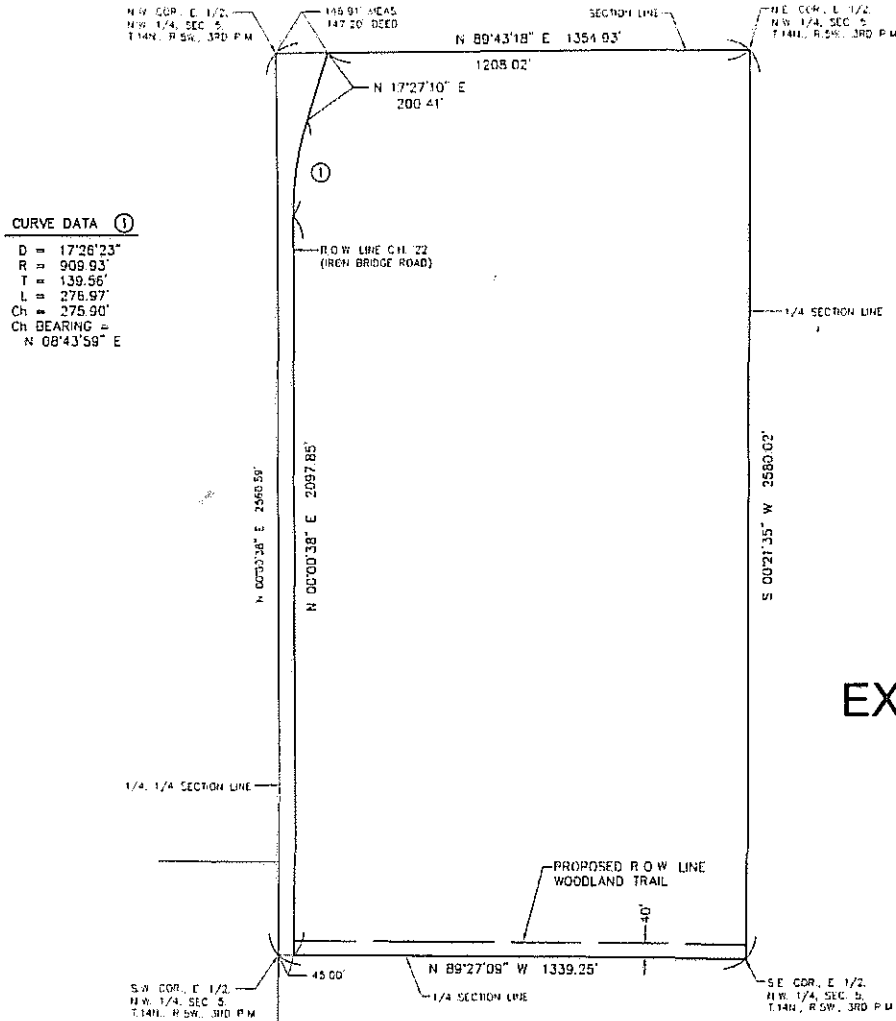
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OWNER: HAROLD CHRISTOFILAKOS
LILLIAN CHRISTOFILAKOS
NORMAN SOLER
SUSAN SOLER
TAX I.D. NO.: 29-05-100-003
VILLAGE: CHATHAM
FIELDWORK COMPLETED: 03/23/10
BASIS OF BEARING: ASSUMED MERIDIAN

TOTAL AREA TO BE ANNEXED = 79.484 ACRES
AREA IN C.H. 22 R.O.W. = 3.047 ACRES
NET AREA = 76.437 ACRES

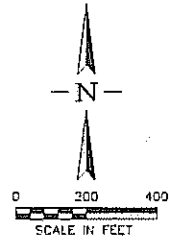
NOTE:
BOUNDARY INFORMATION FROM
PLAT OF SURVEY BY CARL NAIL



CURVE DATA ①
D = 17°26'23"
R = 909.93'
T = 139.56'
L = 276.97'
Ch = 275.90'
Ch BEARING =
N 08°43'58" E

**EXHIBIT
2**

LEGEND
STONE
IRON PIPE
IRON P/N



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

Richard J. McClintock
ILLINOIS PROFESSIONAL LAND SURVEYOR #2590



REVISIONS	DATE	BY



GREENE & BRADFORD, INC.
OF SPRINGFIELD
CONSULTING ENGINEERS
2501 CHRISTOPHER DRIVE
SPRINGFIELD, ILLINOIS 62711
(217) 793-6544 (217) 793-6727 FAX
PROFESSIONAL LAND SURVEYING FIRM NO. 048-200085

DATE	03/23/10
DRAWN	EISHOP
PROJ. NO.	10-001 DB
FIELD BOOK	X
COMPUTER FILE NO.	10001234P 0-3
PLAT SCALE	1" = 200'

1/2" = 1" DATE OF SURVEY 03/23/10 SHEET #44 OF 04/02/10 9 05 AM