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2011R20896

07/07/2011 04:08PM

REC FEE: 38.00

TOTAL: \$38.00

PAGES: 13

ANDREA

JOSHUA A. LANGFELDER  
SANGAMON COUNTY RECORDER

Ordinance No. 11-

34

AN ORDINANCE AUTHORIZING EXECUTION OF AN ANNEXATION AGREEMENT  
CONCERNING CERTAIN PROPERTY KNOWN AS THE CLAYTON TRUST FARM

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

WHEREAS, Jacob B. Clayton Trust Number 164467 (collectively, the "Owner") are ready, willing and able to enter into said Agreement and to perform the obligations as required thereunder; and

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

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

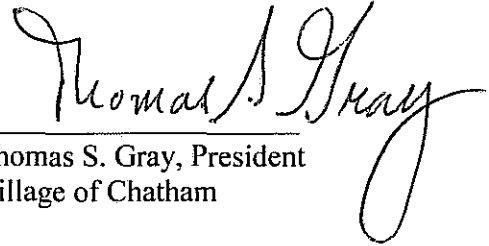
SECTION 1: That the Village President be and is hereby authorized and directed to execute, and the Village Clerk is hereby authorized and directed to attest, duplicate original copies of said Annexation Agreement, a copy of which is attached hereto and made part hereof as Exhibit A.

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

Prepared By:  
RETURN TO: VILLAGE OF CHATHAM  
116 E MULBERRY  
62629


SECTION 3: All ordinances or parts if ordinances in conflict herewith are hereby repealed to the extent of such conflict.

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



Thomas S. Gray, President  
Village of Chatham

ATTEST



Pat Schad, Clerk  
Village of Chatham

AYES: SCHATTAMAN  
6 HERR MAUL BOYLE HOLDEN KAVANA GH

NAYS: 0

PASSED: 6-28-11

APPROVED: 6-28-11

ABSENT: 0

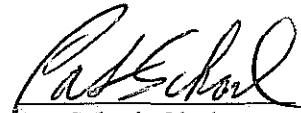
**CERTIFICATION**

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

I do further certify that at a regular meeting of the President and the Board Of Trustees of the Village of Chatham, held on the 14<sup>th</sup> day of June, 2011, the foregoing Ordinance entitles An Ordinance Authorizing Execution of an Annexation Agreement Concerning Certain Property Known as the Clayton Trust Farm was duly passed by the President and Board of Trustees of the Village of Chatham.

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

Given under my hand and seal of the Village of Chatham this 14<sup>th</sup> day of June, 2011.



Pat Schad, Clerk  
Village of Chatham

This Space for Recorder

**ANNEXATION AGREEMENT**

THIS AGREEMENT is made by Jacob B. Clayton Trust Number 164467, (Owners"), and the Village of Chatham, Illinois (the "Village"), an Illinois municipal corporation, all of Sangamon County, Illinois, and is effective this 12<sup>th</sup> day of May, 2011.

WHEREAS, Jacob B. Clayton Trust Number 164467 is the record Owner of property legally described as the East 300 feet and the South 300 feet of the Northeast Quarter of Section 16, Township 14 North, Range 5 West of the Third Principal Meridian, all in Sangamon County, Illinois; and

WHEREAS, the Property is located in unincorporated Sangamon County, Illinois, and is not contiguous to the corporate limits of the Village;

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

WHEREAS, in accordance with the powers granted to the Village by the provisions of the Illinois Compiled Statutes, 65ILCS 5/11-15.105, inclusive, relating to annexation agreements, the Parties wish to enter into a binding agreement with respect to the annexation of the Property to the Village and to provide for various other matters related directly or indirectly

to the annexation of the Property as authorized by the provisions of said statutes; and

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

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

1. Owner has petitioned to annex the Property conditional upon this Agreement; a copy of the petition is attached hereto as Exhibit "A".
2. An Annexation Agreement shall be enacted by the President and Board of Trustees within 30 days of the property becoming contiguous to the corporate limits of the Village Of Chatham.
3. Annexation shall be expressly conditioned and contingent upon the simultaneous zoning classification of the Property as P-1. Any ordinance annexing the Property or any part thereof without simultaneous initial zoning classification of P-1 shall be void unless this Agreement has been amended as hereafter provided. The P-1 zoning shall expressly allow the petitioners, and their successors and assigns, the right to use the property for agricultural uses.
4. As provided in Section 11-15.1-2.1 of the Illinois Municipal Code, the Property shall be subject to the ordinances, control and jurisdiction of the Village in all respects the same as property that lies within the Village's corporate limits. If,

during the term of this Agreement, except as otherwise specifically agreed upon in this Agreement, any existing, amended, modified or new ordinances, codes or regulations affecting the zoning, subdivision, development, construction of improvements, buildings or appurtenances, or any other development of any kind or character upon the Property are amended or modified in a manner to impose less restrictive requirements on development of, or construction upon, properties in similarly zoned and developed parcels within the Village not subject to annexation agreements, then the benefit of such less restrictive requirements shall inure to the benefit of the Owner, and anything to the contrary contained herein notwithstanding, the Owner may elect to proceed with respect to the development of, or construction upon, the Property with the less restrictive amendment or modification applicable generally to all properties within the Village except those subject to annexation agreements.

5. 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 except as otherwise provided herein. However, in the event of a conflict between the Village ordinances and this Agreement, this Agreement shall prevail.
6. The Village shall, during the term of this agreement and so long as the Property remains unimproved farm ground, rebate the Village's share of property taxes extended with respect to the Property upon the annual application of Owner accompanied by proof of payment of such taxes

7. The Village agrees to execute applications for the Illinois Environmental Protection Agency ("IEPA") permits for the extension of municipal utilities upon submittal by the Owner of final engineering plans with the understanding that the execution of said application shall not be considered an approval of final engineering and that no construction shall commence until final engineering and the final plat have been approved by the Village.
8. The owner agrees to grant to the Village easements required from time to time, for the benefit of the Property, at locations mutually satisfactory to the Village and the Owner. The Village further agrees that, in the event that Owner is unable to obtain utility easements over, under, across or through Property which may be necessary or appropriate for the development of the Property, in conditions acceptable to the Owner, the Village will use its powers of condemnation to acquire such easements. The Owner shall pay for all reasonable costs and expenses incurred by the Village in securing of such easements on behalf of the Owner.
9. Prior to or concurrent with the adoption of a preliminary plat for all or any portion of the Property, the Village may require the Owner to dedicate easements which benefit other properties at locations reasonably acceptable to Owner which shall not have any adverse effect on the development of the property. In such event, the Village shall adopt reimbursement and recapture agreements from time to time with respect to the easements benefiting other properties which are required by the Village, which ordinances shall be filed with the office of the Recorder of Deeds of Sangamon County, Illinois, providing for the

reimbursements to the Owner by the Owner or Owners of all parcels of real estate not part of the Property, which are or will be benefited by such easements, of the fair market value of such easements along with attendant legal and other fees arising from such dedication of such easements plus interest at the greater 9% per annum or that permitted by then current Village ordinance from time such easement has been dedicated. In any such recapture agreement the Village shall determine the amount subject to recapture for such other offsite properties. Any obligation of the Village under such recapture agreement shall be nonrecourse to the Village, shall require that the Village, in good faith attempt to collect recapture fees from the owners and developers of the other properties to be benefited and shall provide that the Village shall not be responsible in the event there is no development of the properties contemplated to be benefited by such easement or the recapture fees are otherwise uncollected for any reason other than the failure of the Village to in food faith attempt to collect same. The Owner shall reimburse and indemnify the Village for all reasonable costs, fees and liabilities incurred by the Village in attempting to collect those recapture fees, provided, the Parties agree that the Village will secure the Owner's consent prior to filing an action to recover monies due pursuant to any such recapture agreement and which costs shall be recoverable as part of such ordinance.

10. All public improvements installed by the Owner shall, upon inspection and approval by the Village, be accepted by and owned and maintained by the Village. Public improvements shall be accepted per the Village Subdivision Ordinance.



11. This Agreement is binding upon the parties hereto, their respective heirs, executors, personal representatives, corporate authorities, administrators, successors and assigns. This Agreement and all provisions herein shall be a covenant running with the land legally described herein. This Agreement shall be effective for twenty years from the date of execution.
12. This Agreement shall only be amended by writing, signed by the parties and approved by the Village by ordinance. After execution of this agreement, changes in zoning or variances requested and granted pursuant to Village Ordinances shall not require formal amendment of this Agreement.
13. The Village shall enact such ordinances, execute such documents, and issue such permits and certificates as shall be required by this Agreement and any ordinance adopting it.
14. The Village shall, at its expense, record this Agreement with the Sangamon County Recorder of Deeds within 30 days of its execution.

If the performance of any covenant to be performed hereunder by any party is delayed as a result of circumstances that are beyond the reasonable control of such party, the time for such performance shall be extended by the amount of time of such delay. IN WITNESS WHEREOF,

the parties have executed this Agreement on this 12<sup>th</sup> day of May, 2011.

Soy Capital Bank & Trust Co., Trustee  
Jacob B. Clayton Trust

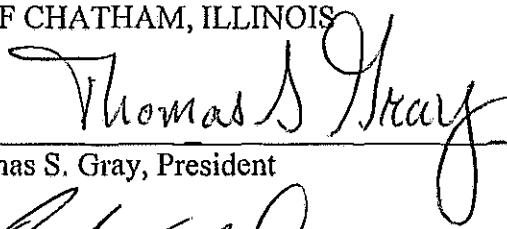
By: Richard A. Ballor

Richard A. Ballor, Vice President & Trust Officer

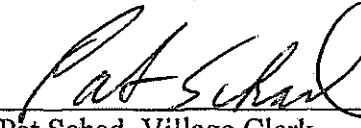
\_\_\_\_\_  
Owner

VILLAGE OF CHATHAM, ILLINOIS

BY:

  
\_\_\_\_\_  
Thomas S. Gray, President

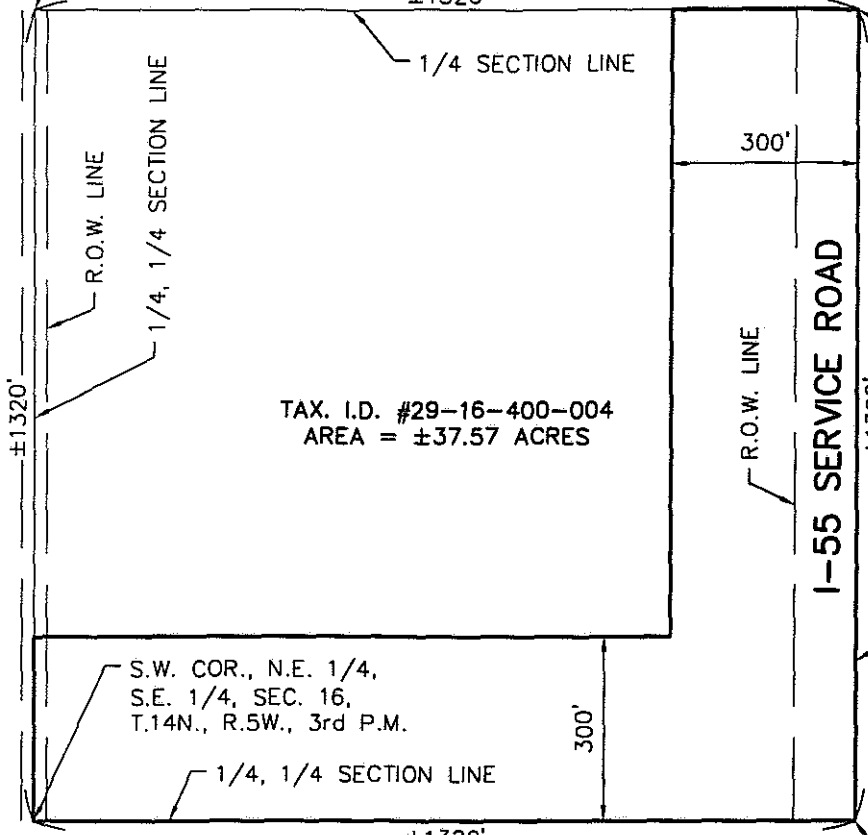
Attest:

  
\_\_\_\_\_  
Pat Schad, Village Clerk

# ANNEXATION PLAT

TOWNSHIP : BALL  
 TAX I.D. # : 29-16-400-004  
 OWNER : JACOB B. CLAYTON TRUST

TWP. ROAD 0.25 WEST (OLD INDIAN TRAIL)



TAX. I.D. #29-16-400-004  
 AREA = ±37.57 ACRES

E. 1/4 CORNER, SEC. 16,  
 T.14N., R.5W., 3rd P.M.

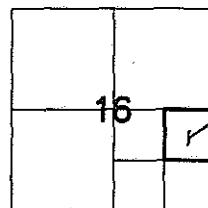
N.W. COR., N.E. 1/4,  
 S.E. 1/4, SEC. 16,  
 T.14N., R.5W., 3rd P.M.

S.W. COR., N.E. 1/4,  
 S.E. 1/4, SEC. 16,  
 T.14N., R.5W., 3rd P.M.

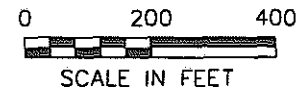
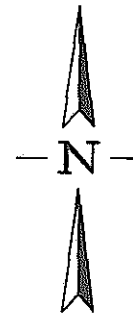
## LEGAL DESCRIPTION

THE EAST 300 FEET AND THE SOUTH 300 FEET  
 OF THE NORTHEAST QUARTER OF THE  
 SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP  
 14 NORTH, RANGE 5 WEST OF THE THIRD  
 PRINCIPAL MERIDIAN.

EXCEPT ANY PART LYING WITHIN PUBLIC ROAD  
 RIGHT-OF-WAY.



PROPERTY  
 LOCATION



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

*Richard Tonellato*  
 ILLINOIS PROFESSIONAL LAND SURVEYOR # 2590

5-5-03  
 DATE SIGNED



EXPIRES: 11/30/04

S.E. COR., N.E. 1/4,  
 S.E. 1/4, SEC. 16,  
 T.14N., R.5W., 3rd P.M.

REVISIONS	DATE	BY



**GREENE & BRADFORD, INC.**  
 OF SPRINGFIELD

CONSULTING ENGINEERS  
 3501 CONSTITUTION DRIVE  
 SPRINGFIELD, ILLINOIS 62707  
 (217) 793-8844, (217) 793-6227 FAX  
 PROFESSIONAL LAND SURVEYING FIRM NO. 048-000098

DATE	05/05/03
DRAWN	CRUM
PROJ. NO.	03-073
FIELD BOOK	NONE
COMPUTER FILE NO.	03073AP11.dwg

PLOT SCALE 1" = 200'

**PETITION FOR ANNEXATION**

Jacob B. Clayton Trust Number 164467 being duly sworn on their oath, hereby petition the Village of Chatham, Sangamon County, Illinois, pursuant to Section 7-1-8 of the Illinois Municipal Code, to annex within its corporate limits certain real estate, the legal description of which is the East 300 feet and the South 300 feet of the Northeast Quarter of Section 16, Township 14 North, Range 5 West of the Third Principal Meridian, all in Sangamon County, Illinois. An Annexation map attached hereto marked as Exhibit "A". Petitioner hereby states as follows:

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

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

Soy Capital Bank & Trust Co., Trustee  
Jacob B. Clayton Trust

By: Richard A. Ballor  
Petitioner

Richard A. Ballor, Vice President & Trust Officer

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Petitioner

STATE OF ILLINOIS        )  
                                      ) SS.  
COUNTY OF SANGAMON )

**VERIFICATION**

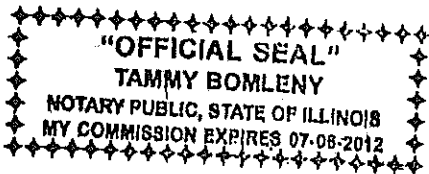
Jacob B. Clayton Trust Number 164467 being duly sworn on oath, depose and state that they have reviewed the foregoing Petition for Annexation, and the statements therein made are true and correct.

Soy Capital Bank & Trust Co, Trustee  
Jacob B. Clayton Trust

By: Richard A. Ballor  
Petitioner

Richard A. Ballor, Vice President & Trust Officer

\_\_\_\_\_  
Petitioner



SUBSCRIBED AND SWORN TO before me

this 12th day of May, 2011.

Tammy Bomleny  
Notary Public