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2012R00050

01/03/2012 02:09PM

REC FEE: 36.00

TOTAL: \$36.00

PAGES: 11

ANDREA

JOSHUA A. LANGFELDER
SANGAMON COUNTY RECORDER

This Space for Recorder

Ordinance No. 11- 60

**AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT
WITH DD FARM INC. % MR. DEAN DOWSON**

WHEREAS, on 12-13, 2011, pursuant to notice published as prescribed by statute, the corporate authorities of the Village of Chatham conducted a public hearing regarding an annexation agreement with DD Farm Inc. % Mr. Dean Dowson, a copy of which is attached hereto.

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 certain Annexation Agreement attached hereto by and between the Village of Chatham and DD Farm Inc. % Mr. Dean Dowson is hereby approved.

SECTION 2: The President is authorized and directed to execute said agreement on behalf of the Village, and the proper officers of the Village are authorized to carry out said annexation agreement according to its terms.

SECTION 3: This Ordinance is effective immediately.

PASSED THIS 13 DAY OF DEC, 2011

Thomas S. Gray

Thomas S. Gray, President
Village of Chatham

ATTEST:

Pat Schad

Pat Schad, Village Clerk



PASSED: 12-13-11

APPROVED: 12-13-11

AYES: 7 HERR MAU BOYLE GRAY
7 HOLDEN KAVANAGH SCHATZMAN

NAYS: 0

ABSENT: 0

No Address Assigned

This Space for Recorder

ANNEXATION AGREEMENT

THIS AGREEMENT is made by DD Farm Inc. % Mr. Dean Dowson ("Owner"), and the Village of Chatham, Illinois (the "Village"), an Illinois municipal corporation, all of Sangamon County, Illinois, and is effective this 13 day of DEC, 2011.

WHEREAS, DD Farm Inc. % Mr. Dean Dowson is the record Owners of property legally described as follows:

Part of the Southeast Quarter and Part of the East Half of the Southwest Quarter of Section 21, Township 14 North, Range 5 West of the Third Principal Meridian in Sangamon County, IL: Described more particularly as follows: Beginning at an Iron Pin marking the Center of the Aforementioned Section 21, Thence North 88 Degrees 17 Minutes 35 Seconds East along the Quarter Section Line A Distance of 1653.93 Feet to an Iron Pin, Thence South 00 Degrees 47 minutes 37 Seconds East 1068.85 Feet to an Iron Pin, Thence South 88 Degrees 19 minutes 31 Seconds West 1490.24 Feet to an Iron Pin, Thence North 00 Degrees 50 Minutes 45 Seconds West 551.00 Feet to an Iron Pipe, Thence South 88 Degrees 19 Minutes 31 Seconds West 395.28 Feet to an Iron Pipe on the Centerline of Old Indian Trail Road, Thence North 00 Degrees 50 Minutes 45 Seconds West along said Centerline a Distance of 515.53 Feet to an Iron Pin on the Quarter Section Line, Thence North 87 Degrees 59 Minutes 13 Seconds East along the Quarter Section Line a Distance of 232.60 Feet to the Point of Beginning.

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 and obtain an initial zoning upon annexation of P-1;

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 A.
2. Such annexation is 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. Prior to executing this Agreement, this zoning has been considered by the appropriate administrative bodies of the Village.
3. 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.
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. However, in the event of a conflict between the Village ordinances and this Agreement, this Agreement shall prevail.
5. 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.

6. 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.

7. 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.

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

9. 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, the time for such performance shall be extended by the amount of time of such delay.

10. In the event of litigation brought by any other governmental entity involving questions of jurisdiction over the Property, the Village shall at its expense retain counsel to represent the interests of Owners. The parties anticipate that counsel for the Village and Owners shall be the same person. However, Owners may retain separate counsel at their expense to represent their interests.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 13 day of DEC, 2011.

By: DD FARMS INC BY Dean Dowson
DD Farms Inc. % Mr. Dean Dowson

VILLAGE OF CHATHAM, ILLINOIS

BY: Thomas D Gray
President

Attest: [Signature]
Village Clerk



PETITION FOR ANNEXATION

DD Farm Inc. % Mr. Dean Dowson ("Petitioners"), 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, the legal description of which is as follows:

Part of the Southeast Quarter and Part of the East Half of the Southwest Quarter of Section 21, Township 14 North, Range 5 West of the Third Principal Meridian in Sangamon County, IL: Described more particularly as follows: Beginning at an Iron Pin marking the Center of the Aforementioned Section 21, Thence North 88 Degrees 17 Minutes 35 Seconds East along the Quarter Section Line A Distance of 1653.93 Feet to an Iron Pin, Thence South 00 Degrees 47 minutes 37 Seconds East 1068.85 Feet to an Iron Pin, Thence South 88 Degrees 19 minutes 31 Seconds West 1490.24 Feet to an Iron Pin, Thence North 00 Degrees 50 Minutes 45 Seconds West 551.00 Feet to an Iron Pipe, Thence South 88 Degrees 19 Minutes 31 Seconds West 395.28 Feet to an Iron Pipe on the Centerline of Old Indian Trail Road, Thence North 00 Degrees 50 Minutes 45 Seconds West along said Centerline a Distance of 515.53 Feet to an Iron Pin on the Quarter Section Line, Thence North 87 Degrees 59 Minutes 13 Seconds East along the Quarter Section Line a Distance of 232.60 Feet to the Point of Beginning.

and a plat of which is attached hereto. (Sangamon County tax id no. 29-21.0-400-007).

Petitioners 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. The Petitioners are the sole Owners of record of the property, and no electors reside therein.

Exhibit A

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

DD Farms Inc. % Mr. Dean Dowson

By: DD Farms by Dean Dowson
Owner

STATE OF ILLINOIS)
)
COUNTY OF SANGAMON)

VERIFICATION

DD Farms Inc. % Mr. Dean Dowson being duly sworn on their oaths, deposes and state that they are the Petitioners, and that they have reviewed the foregoing Petition for Annexation, and the statements therein made are true and correct.

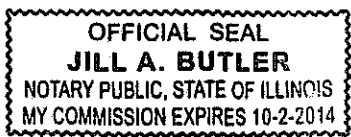
DD Farms Inc. % Mr. Dean Dowson

DD Farms Inc. %MR. DEAN DOWSON

SUBSCRIBED AND SWORN TO before me

this 8th day of November, 2011.

Jill A. Butler
Notary Public



PREPARED BY:
JOHN MYERS

RETURN TO:
PAT SCHAD
VILLAGE CLERK
836 OXFORD
CHATHAM, IL
62629

ORDINANCE CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF SANGAMON)

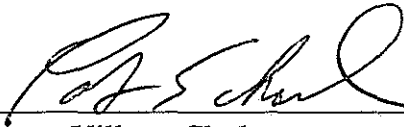
I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Chatham, Sangamon County, Illinois.

I do further certify that the ordinance attached hereto is a full, true, and exact copy of Ordinance No. 11- 60, adopted by the President and Board of Trustees of said Village on the 13 day of DEC, 2011, said Ordinance being entitled:

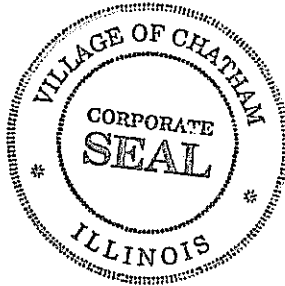
**AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT
WITH DD FARMS INC. % MR. DEAN DOWSON**

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 13 day of DEC, 2011.



Village Clerk

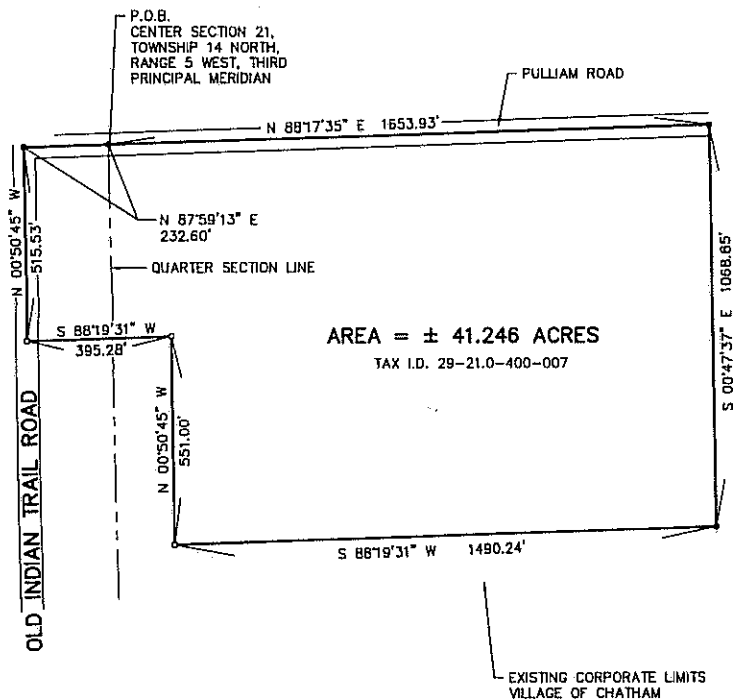


ANNEXATION PLAT
TO THE VILLAGE OF CHATHAM

OWNER: DD FARMS INC.
TAX I.D. NO.: 29-21.0-400-007

LEGAL DESCRIPTION

PART OF THE SOUTHEAST QUARTER AND PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 14 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN IN SANGAMON COUNTY ILLINOIS: DESCRIBED MORE PARTICULARLY AS FOLLOWS: BEGINNING AT AN IRON PIN MARKING THE CENTER OF THE AFOREMENTIONED SECTION 21, THENCE NORTH 88 DEGREES 17 MINUTES 35 SECONDS EAST ALONG THE QUARTER SECTION LINE A DISTANCE OF 1653.93 FEET TO AN IRON PIN, THENCE SOUTH 00 DEGREES 47 MINUTES 37 SECONDS EAST 1068.85 FEET TO AN IRON PIN, THENCE SOUTH 88 DEGREES 19 MINUTES 31 SECONDS WEST 1490.24 FEET TO AN IRON PIPE, THENCE NORTH 00 DEGREES 50 MINUTES 45 SECONDS WEST 551.00 FEET TO AN IRON PIPE, THENCE SOUTH 88 DEGREES 19 MINUTES 31 SECONDS WEST 395.28 FEET TO AN IRON PIPE ON THE CENTERLINE OF OLD INDIAN TRAIL ROAD, THENCE NORTH 00 DEGREES 50 MINUTES 45 SECONDS WEST ALONG SAID CENTERLINE A DISTANCE OF 515.53 FEET TO AN IRON PIN ON THE QUARTER SECTION LINE, THENCE NORTH 87 DEGREES 59 MINUTES 13 SECONDS EAST ALONG THE QUARTER SECTION LINE A DISTANCE OF 232.60 FEET TO THE POINT OF BEGINNING.



LEGEND

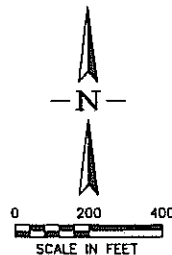
- STONE ■
- IRON PIPE ■
- IRON PIN ■

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



EXPIRES: 11/30/12

NOTE: BEARING AND DISTANCES FROM PLATS OF SURVEY DATED MAY 1981 AND RECORDED WITH DOCUMENT NUMBER 877831



Richard Tomerlak
ILLINOIS PROFESSIONAL LAND SURVEYOR # 2590
10-24-11
DATE SIGNED

REVISIONS	DATE	BY



GREENE & BRADFORD, INC.
OF SPRINGFIELD
CONSULTING ENGINEERS
3501 CONSTITUTION DRIVE
SPRINGFIELD, ILLINOIS 62711
(217) 783-8244, (217) 783-8227 FAX
PROFESSIONAL LAND SURVEYING FIRM NO. 048-000088

DATE	10-21-11
DRAWN	DEFRATES
PNDA	NO.11-001.09
FIELD BOOK	-
COMPUTER FILE NO.	11001.DPS.dwg
PLAT SCALE	1" = 200'