

Filed 8/4/2015  
R. S. Schul

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*This Space for Recorder of Deeds*

**Ordinance No. 15 - 29**

**AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT  
(Cardinal Ridge)**

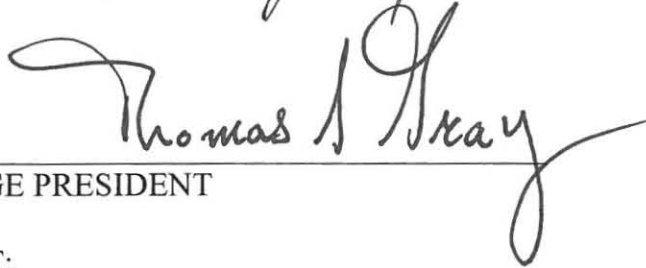
*BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE  
VILLAGE OF CHATHAM, SANGAMON COUNTY, ILLINOIS, AS FOLLOWS:*

**SECTION 1:** The Annexation Agreement attached hereto, by and among the Village of Chatham, Apartment Mart of Springfield, Inc., an Illinois corporation, and Lake Area Development Group, LLC, an Illinois Limited Liability Company, 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.

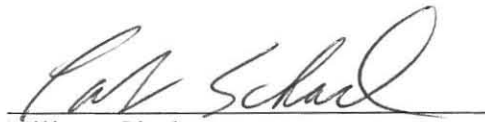
**SECTION 3:** The Village Clerk shall forthwith cause this Ordinance to be recorded with the Recorder of Deeds of Sangamon County.

PASSED this 14 day of July, 2015.



VILLAGE PRESIDENT

ATTEST:

  
Village Clerk

AYES: 5 KIMSEY LINDHORST MAUL SCHATTEMAN GRAY

NAYS: 2 CLAYTON BOYLE

PASSED: 7-14-15

APPROVED: 7-14-15

ABSENT: 0

**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.15- 29, adopted by the President and Board of Trustees of said Village on the 14 day of July, 2015, said Ordinance being titled:

**AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT  
(Cardinal Ridge)**

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 14 day of July, 2015.

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

**PREPARED BY AND**  
**RETURN TO:**

Alex B. Rabin  
SGRO, HANRAHAN, DURR & RABIN, LLP  
1119 South 6<sup>th</sup> Street  
Springfield, IL 62703  
217-789-1200

## ANNEXATION AGREEMENT

Pursuant to legislative authorization found in Article 11 Division 15.1 of the Illinois Municipal Code of 1961 as amended, (65 ILCS 5/11-15.1-1 et seq.) and for and in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Village of Chatham, Illinois, hereinafter referred to as "Village" and Apartment Mart of Springfield, Inc. and Lake Area Development Group, LLC, hereinafter collectively referred to as "Developer" enter into this Annexation Agreement ("Agreement") for the annexation of property into the Village.

**WHEREAS**, Developer is the contract-purchaser of the premises hereinafter described on **Exhibit A**, which is attached hereto and made a part hereof by this reference; and

**WHEREAS**, the Developer is desirous of having said premises annexed to the Village and the Village is desirous of annexing said premises; and

**WHEREAS**, said premises is not within the corporate limits of any municipality, but is contiguous to the Village; and

**WHEREAS**, the Developer is desirous of having said premises zoned according to the zoning map attached hereto as **Exhibit B** upon annexation to the Village and such annexation shall be expressly conditioned and contingent upon the simultaneous classification of the premises as set forth in the Exhibit B; and

**WHEREAS**, the Developer has filed the requisite petitions for the annexation and re-zoning of the premises and the title owner of the premises has consented to the same and to all further agreements effectuating the purposes thereof; and

**WHEREAS**, the Village is desirous of confirming the obligations related to certain development requirements for the premises to be annexed; and

**WHEREAS**, the Developer has given all notices required to be given by Section 7-1-1 of the Illinois Municipal Code (65 ILCS 5/7-1-1).

**NOW, THEREFORE**, for and in consideration of the mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the Village and Developer agree as follows:

### 1. ANNEXATION PETITION.

Developer, subject to the terms and conditions set forth in this Agreement, has petitioned the Village, requesting annexation of the property described on Exhibit A to the Village's corporate limits. The Village published and gave such notices and conducted such public hearings as are required to annex the premises, including specifically, public hearings on this annexation agreement conducted after notice as required by law and ordinance.

**2. ANNEXATION.**

The Village agrees to adopt an ordinance annexing the property described on Exhibit A to the Village.

**3. ZONING.**

All public hearings required by the Village Code having been conducted, the Village agrees to rezone the premises according to the zoning map attached hereto as Exhibit B.

**4. DEVELOPMENT OBLIGATIONS.**

With regard to the annexation, and development of the premises, the installation of public improvements within and serving the premises; and the use and development of the premises during the life of this agreement, the following shall apply:

A. Current Use. The parties contemplate that the premises will be platted in stages. The present use of the premises is agricultural. During the term of this Agreement, the Developer may continue with agricultural uses on any portion of the premises which has not been the subject of a final plat, any provisions of the Village zoning code notwithstanding.

B. Utilities. The premises shall be served by Village utilities, which include water (via a ten inch (10") water main) and electric service ("Village Utilities"), which shall be extended by the Village according to the terms and conditions set forth herein, from their current points of termination to the most north-west point of the premises.

C. Neighboring Property. The premises are adjacent to the property commonly known as 3800 Mansion Road, Chatham, Illinois (PIN: 28-01.0-100-005), hereinafter referred to as the "Neighboring Property." Subject to the terms and conditions set forth herein, Developer agrees that it shall use good faith efforts to negotiate and obtain a right-of-way ("ROW") from the Neighboring Property such that the Village Utilities may be extended along and adjacent to Mansion Road on the Neighboring Property to the premises. Should the Neighboring Property not consent to said ROW, despite the Developer's good faith efforts, the Village shall provide the Village Utilities to the premises by any other means necessary, however, provided that, in such case, except as set forth in Section 4C(v) herein, the costs of providing the Village Utilities shall be the sole responsibility of the Village.

(i) Should Developer negotiate for and obtain the aforesaid ROW, the Developer shall be responsible for the purchase price of said ROW from the Neighboring Property.

(ii) Should Developer negotiate for and obtain the aforesaid ROW, the Village agrees that it shall offer to connect the Neighboring Property to the Village Utilities at the Village's cost.

(iii) Should Developer negotiate for and obtain the aforesaid ROW, the Developer agrees that it shall make the improvements to Mansion Road as illustrated on the attached **Exhibit C**. Except as expressly provided on Exhibit C, all construction pursuant thereto shall be pursuant to Village code.

(iv) Should Developer be unable to negotiate for and obtain the aforesaid ROW, despite its good faith efforts, Developer agrees that as an alternative, it shall provide the Village with a 3-year Letter of Credit ("LOC"), in an amount that shall not exceed Fifty-Six Thousand and 00/100 Dollars (\$56,000.00), said LOC to be available to and for the benefit of the Village for the exclusive purpose of improvements to Mansion Road.

(v) The Developer agrees that it shall pay Thirty Thousand and 00/100 Dollars (\$30,000.00) of the costs associated with the ten inch (10") water main pipe necessary in order for the Village to provide the Village Utilities as provided for in Section 4B hereof, including the cost of the pipe, valves, and other incidental materials or services. The Village shall submit to Developer the invoice for the materials that are or are to be used in the extension of the Village Utilities as provided for herein and Developer shall remit to Village, within thirty (30) days of its receipt thereof, payment in the amount of Thirty Thousand and 00/100 Dollars (\$30,000.00).

(vi) The Developer agrees that it shall be responsible for the application and the costs associated therewith, to the Illinois Environmental Protection Agency ("EPA") for a permit for the installation of the ten inch (10") water main pipe on the premises, and further that its permit application shall include the entire length of the water main necessary to be installed in order to extend the water main from its current point of termination adjacent to Mansion Road, to the most north-west point of the premises.

(vii) The Developer shall not be required to pay, or incur any expenses, related to any and every claim, demand, suit and payment in respect to the extension of the Village Utilities after the Developer's purchase of the aforesaid ROW, or with reference to personal injury to persons, or damage to the property of, Developer or other persons, caused by any of the work performed under the ROW, the Village shall require its contractors and subcontractors to so indemnify, defend, and save harmless the Developer and its successors and assigns, respecting actions of any type initiated to recover damages from any such injuries and/or damages and liability arising therefrom, including but not limited to all costs and expenses incurred by Developer and its successors and assigns.

## **5. OBLIGATION TO DEVELOP PER CODE.**

In the construction and use of improvements on the premises the Developer shall comply with all zoning subdivision, building, mechanical and other applicable codes and ordinances of the Village in effect at that time.

**6. COVENANTS AND AGREEMENTS**

The covenants and agreements contained in the Agreement shall be deemed to be covenants running with the land during the term of this Agreement, shall inure to the benefit and be binding upon the heirs, successors and assigns of the parties hereto.

**8. TERM**

The term of this Agreement shall be for twenty (20) years from and after the effective date of the annexation of the Subject Property.

**9. NOTICES**

Any and all notices required or desired to be given hereunder shall be in writing and shall be delivered personally or sent via certified or registered mail, postage pre-paid and addressed as follows:

To Developer:

Lake Area Development Group, I.I.C  
c/o Chris Holloway  
1830 Prairie Vista Drive  
Chatham, IL 62629

With Copy To:

Sorling Northrup  
c/o Jeffrey T. Baker  
1 N. Old State Capitol Plaza, Suite 200  
Springfield, IL 62701

To Village:

Village of Chatham  
c/o Village President  
116 E. Mulberry Street  
Chatham, IL 62629

or to such other person or address as a party may designate in a like manner.

**10. ADOPTION OF ORDINANCES**

The Village agrees to adopt such ordinances as may be required to give legal effect to the matters contained in this Agreement.



## 11. GENERAL PROVISIONS

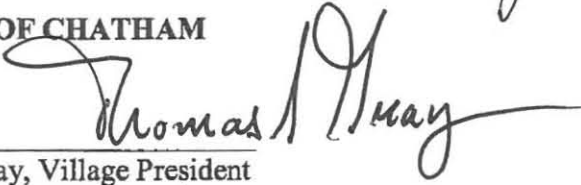
The following general provisions shall apply to this Agreement:

- A. Time of the Essence. Time is of the essence in the performance of this Agreement.
- B. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.
- C. Non-Waiver. The Village shall be under no obligation to exercise any of the rights granted to it in this Agreement. Unless otherwise provided for herein, the failure of the Village to exercise at any time any right granted to the Village shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the Village's right to enforce that right or any other right.
- D. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.
- E. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois.
- F. Severability. It is hereby expressed to be the intent of the parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.
- G. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.
- H. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

- I. Exhibits. The Exhibits attached to this Agreement are, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.
- J. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.
- K. Changes in Laws. Unless otherwise provided in this Agreement, any reference to the Requirements of Law shall be deemed to include any modifications of, or amendments to, the Requirements of Law that may occur in the future.
- L. Authority to Execute. The Village hereby warrants and represents to the Developer that the Persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities. The Developer hereby warrants and represents to the Village (i) that it is the contract-purchaser of the premises, (ii) that the owners of record have consented to the Developer's petition to annex and rezone the premises and to all such further proceedings and agreements necessary to effectuate the purposes thereof, (iii) that it has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and to bind the premises as set forth in this Agreement, (iv) that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken, and (v) that neither the execution of this Agreement nor the performance of the obligations assumed by the Developer will (a) result in a breach or default under any agreement to which the Developer is a party or to which it or the premises is bound or (b) violate any statute, law, restriction, court order, or agreement to which the Developer or the premises is subject.
- M. Enforcement. The parties to this Agreement may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement; provided, however, that the Developer agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the Village, or any of its elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys, on account of the negotiation, execution, or breach of this Agreement.
- N. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any Person shall be made, or be valid, against the Village or the Developer.
- O. Recording. The Village shall be responsible for the recording of this Agreement and the Annexation Ordinance.

EXECUTED and ADOPTED this 14 day of July, 2015, at Chatham, Illinois.

**VILLAGE OF CHATHAM**

By:   
Tom Gray, Village President

**Attest:**

By:   
Village Clerk

**DEVELOPER:**

APARTMENT MART OF SPRINGFIELD,  
INC.

By: \_\_\_\_\_  
Chris Holloway, President

LAKE AREA DEVELOPMENT GROUP,  
LLC

By: \_\_\_\_\_  
Chris Holloway, Manager

## Exhibit A

### Legal Description

Part of the Northwest Quarter of Section 1 and Part of the Northeast Quarter of Section 2, all in Township 14 North, Range 6 West of the Third principal Meridian, Sangamon County, Illinois, more particularly described as follows:

Beginning at a nail found at the Northwest corner of said northwest Quarter; thence North 89 degrees 13 minutes 16 seconds East on the North line of said Northwest Quarter, a distance of 757.61 feet to a mag nail set; thence South 01 degrees 23 minutes 03 seconds East, a distance of 313.78 feet to an iron pin found; thence North 89 degrees 22 minutes 03 seconds East, a distance of 378.73 feet to an iron pin set; thence South 01 degrees 10 minutes 21 seconds East, a distance of 2328.03 feet to an iron pin found on the South line of said Northwest Quarter; thence South 89 degrees 22 minutes 15 seconds West on said South line, a distance of 1158.98 feet to a pipe found at the Southwest corner of said Northwest Quarter; thence South 89 degrees 24 minutes 05 seconds West on the South line of the Northeast Quarter of said Section 2, a distance of 88.36 feet to an iron pin set; thence North 00 degrees 54 minutes 49 seconds West, a distance of 2639.72 feet to an iron pin found on the North line of said Northeast Quarter; thence North 89 degrees 24 minutes 23 seconds East on said North line, a distance of 97.88 feet to the point of beginning. Containing 3,159,299.817 square feet (72.528 acres), more or less.

FOR: LAKE AREA DEVELOPMENT GROUP LLC  
 1600 TORONTO ROAD  
 SPRINGFIELD, IL 62712  
 CONTACT: CHRIS HOLLOWAY

PROPOSED ZONING EXHIBIT

**MEC**  
**MARTIN ENGINEERING COMPANY** of Illinois  
 CONSULTING ENGINEERS/LAND SURVEYORS  
 (ILLINOIS PROFESSIONAL DESIGN FIRM NO. 154-004526)  
 3223 S. MEADOWBROOK RD., SPRINGFIELD, ILLINOIS 62711  
 Phone : (217) 698-8800, Fax : (217) 698-8922, E-Mail : meccsll@martinengineeringco.com

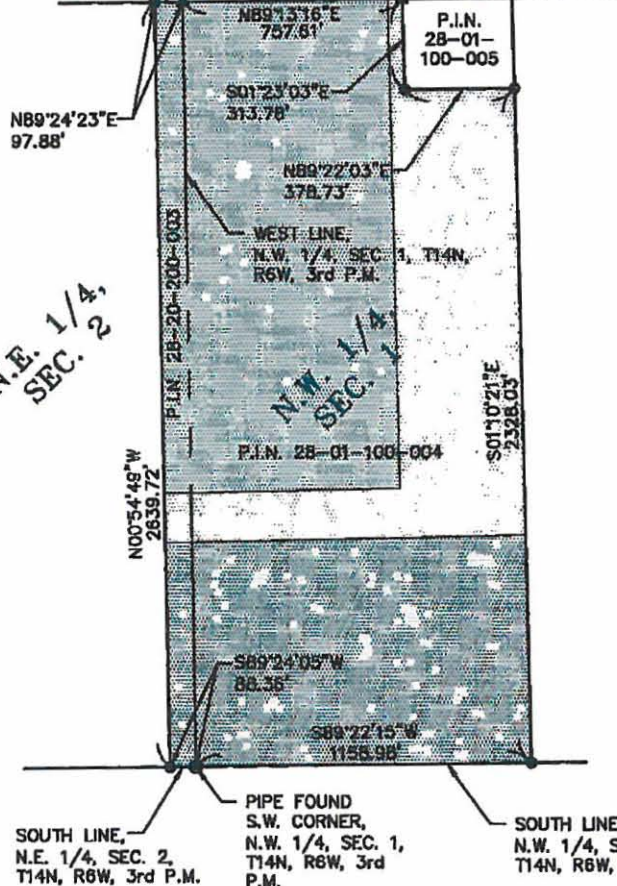
CHATHAM TOWNSHIP  
 P.I.N. 28-02-200-003 &  
 28-01-100-004

NORTH LINE,  
 N.E. 1/4, SEC. 2,  
 T14N, R6W, 3rd P.M.




POB  
 NAIL OVER STONE  
 N.W. CORNER, N.W. 1/4,  
 SEC. 1, T14N, R6W, 3rd P.M.  
 (DOC. NO. 2006R11276)

NORTH LINE,  
 N.W. 1/4, SEC. 1,  
 T14N, R6W, 3rd P.M.

MANSION ROAD



ZONING LEGEND

-  - PROPOSED R1A, RESIDENTIAL SINGLE FAMILY
-  - PROPOSED R2, RESIDENTIAL SINGLE FAMILY AND TWO FAMILY
-  - PROPOSED R3, RESIDENTIAL SINGLE FAMILY, TWO FAMILY AND MULTIPLE FAMILY

NOTES:

1. EXISTING ZONING CLASSIFICATIONS AS SHOWN ARE FROM THE 2007 CHATHAM ZONING MAP.
2. THE EXISTING ZONING FOR THE SUBJECT PROPERTY IS "A" (AGRICULTURAL).



SCALE : 1" = 400'

DATE: APRIL 22, 2015

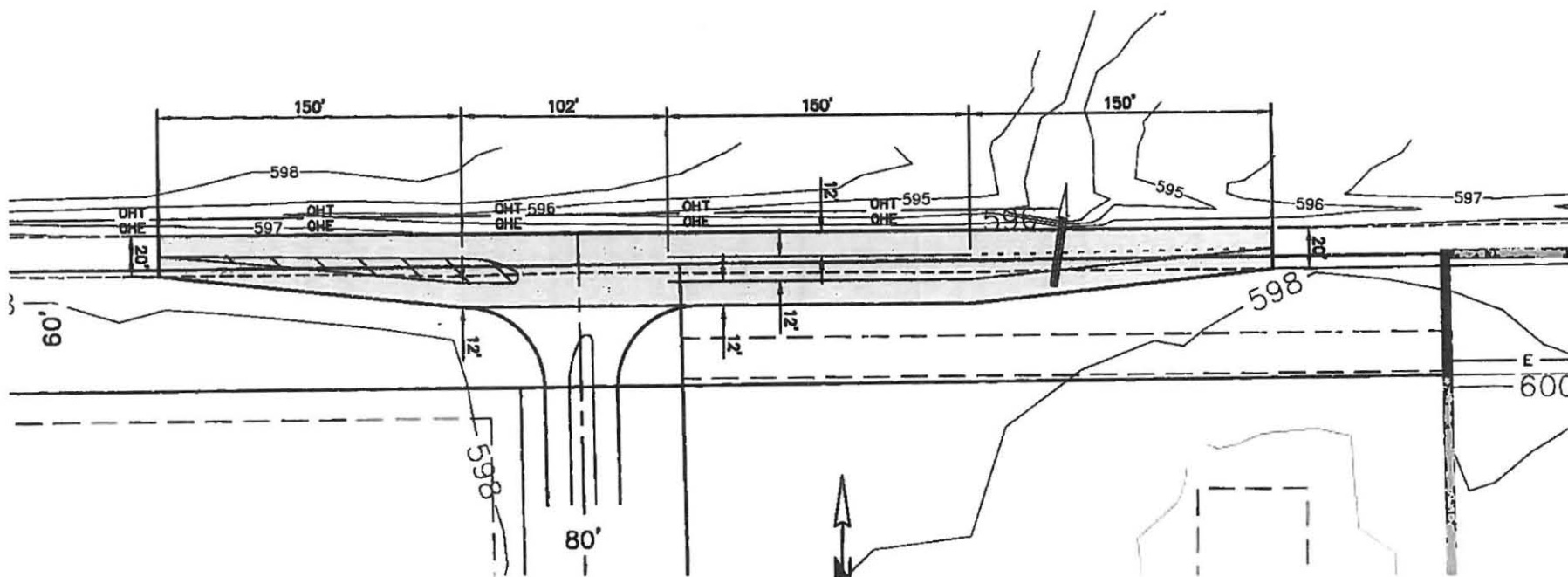
AREA = 3,159,299.817 S.F.±  
 72.528 ACRES±

LEGAL DESCRIPTION

Part of the Northwest Quarter of Section 1 and Part of the Northeast Quarter of Section 2, all in Township 14 North, Range 6 West of the Third principal Meridian, Sangamon County, Illinois, more particularly described as follows:

Beginning at a nail found at the Northwest corner of said northwest Quarter; thence North 89 degrees 13 minutes 16 seconds East on the North line of said Northwest Quarter, a distance of 757.61 feet to a mag nail set; thence South 01 degree 23 minutes 03 seconds East, a distance of 313.78 feet to an iron pin found; thence North 89 degrees 22 minutes 03 seconds East, a distance of 378.73 feet to an iron pin set; thence South 01 degree 10 minutes 21 seconds East, a distance of 2328.03 feet to an iron pin found on the South line of said Northwest Quarter; thence South 89 degrees 22 minutes 15 seconds West on said South line, a distance of 1158.98 feet to a pipe found at the Southwest corner of said Northwest Quarter; thence South 89 degrees 24 minutes 05 seconds West on the South line of the Northeast Quarter of said Section 2, a distance of 88.36 feet to an iron pin set; thence North 00 degrees 54 minutes 49 seconds West, a distance of 2639.72 feet to an iron pin found on the North line of said Northeast Quarter; thence North 89 degrees 24 minutes 23 seconds East on said North line, a distance of 97.88 feet to the point of beginning. Containing 3,159,299.817 square feet (72.528 acres), more or less.

# CARDINAL RIDGE — MANSION ROAD IMPROVEMENTS



A-3 BITUMINOUS SURFACE TREATMENT  
ON 8" AGGREGATE BASE (WIDENING ONLY)

## DEVELOPER

LAKE AREA DEVELOPMENT GROUP LLC  
1600 TORONTO ROAD  
SPRINGFIELD, IL 62712  
CONTACT: CHRIS HOLLOWAY



 <b>MARTIN ENGINEERING COMPANY</b> CONSULTING ENGINEERS AND SURVEYORS (ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-004558) 3223 S. MEADOWBROOK RD., SPRINGFIELD, ILLINOIS 62711 Phone : (217) 698-8900, Fax : (217) 698-8922, E-Mail : mec@martinengineeringco.com	PROJECT NO.	14231
	SCALE	1" = 50'
	DRAWN BY	CKW
	DATE	07-01-15
DRAWING TITLE		PRE-PLAN

OWNER: WEINMEISTER BARBARA A TRUSTEE  
 ETAL  
 11587 E QUARTZ ROCK RD  
 SCOTTSDALE, AZ 85255-5758

ANNEXATION PLAT

**MEC**  
**MARTIN ENGINEERING COMPANY** of Illinois  
 CONSULTING ENGINEERS/LAND SURVEYORS  
 (ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-004556)  
 3223 S. MEADOWBROOK RD., SPRINGFIELD, ILLINOIS 62711  
 Phone : (217) 698-8900, Fax : (217) 698-8922, E-Mail : mecmail@martinengineeringco.com

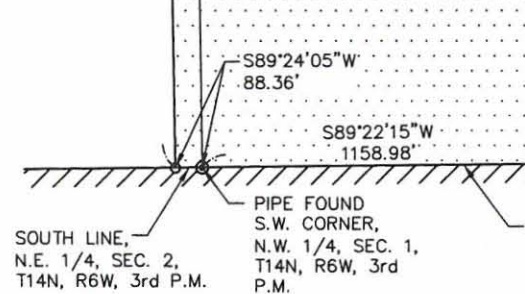
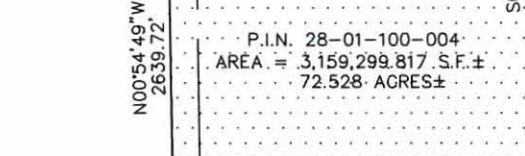
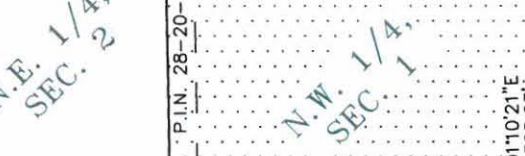
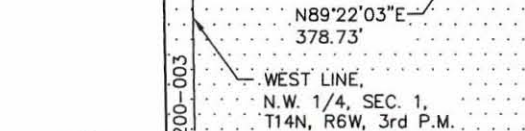
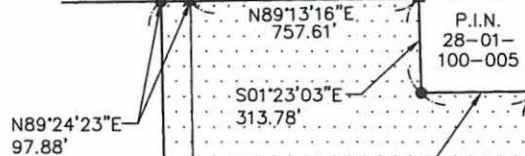
CHATHAM TOWNSHIP  
 P.I.N. 28-02-200-003 &  
 28-01-100-004

NORTH LINE,  
 N.E. 1/4, SEC. 2,  
 T14N, R6W, 3rd P.M.

POB  
 NAIL OVER STONE  
 N.W. CORNER, N.W. 1/4,  
 SEC. 1, T14N, R6W, 3rd P.M.  
 (DOC. NO. 2006R11276)

NORTH LINE,  
 N.W. 1/4, SEC. 1,  
 T14N, R6W, 3rd P.M.

MANSION ROAD



N.E. 1/4,  
 SEC. 2

N.W. 1/4,  
 SEC. 1

LEGAL DESCRIPTION

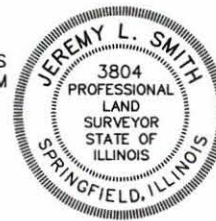
Part of the Northwest Quarter of Section 1 and Part of the Northeast Quarter of Section 2, all in Township 14 North, Range 6 West of the Third principal Meridian, Sangamon County, Illinois, more particularly described as follows:

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NOTES

FIELD WORK COMPLETED APRIL, 2015.

BASIS OF BEARING IS THE ILLINOIS STATE PLANE COORDINATE SYSTEM (NAD 83 (2011) EPOCH 2010.00, WEST ZONE)



SCALE : 1" = 400'

DATE: MAY 20, 2015

AREA = 3,159,299.817 S.F.±  
 72.528 ACRES±

LEGEND

- ▲ - NAIL FOUND
- - FOUND IRON PIN
- △ - SET MAG NAIL
- ◎ - PIPE FOUND
- //// - EXISTING LIMITS OF THE VILLAGE OF CHATHAM
- ..... - LIMITS OF AREA TO BE ANNEXED TO THE VILLAGE OF CHATHAM

NO PART OF THIS PLAT IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, PER MAP NUMBER 17167C0405F, (EFFECTIVE DATE: AUGUST 2, 2007).

"THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY."

SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP, TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

I HEREBY CERTIFY THAT THE ABOVE PLAT CORRECTLY REPRESENTS AND IDENTIFIES THE AREA TO BE ANNEXED TO THE VILLAGE OF CHATHAM, ILLINOIS.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3804

DATE SIGNED : \_\_\_\_\_

LICENSE EXP. DATE : NOV. 30, 2016

PETITION FOR CHANGE OF CLASSIFICATION UNDER THE PROVISIONS  
OF THE VILLAGE OF CHATHAM ZONING ORDINANCE



TO: Village of Chatham Planning Commission

TO: Village of Chatham Board of Trustees

VILLAGE OF CHATHAM

NOW COMES, Apartment Mart of Springfield, Inc. (hereinafter called "Petitioner") by and through its attorneys Sorling Northrup, Jeffrey T. Baker, of Counsel, and respectfully petitions the Village of Chatham Planning Commission and the Village of Chatham Board of Trustees as follows:

1. Petitioner is the Contract Buyer of 72.528 acres of land situated on Mansion Road. This land is being purchased from Kent P. Weinmeister, Trustee of the Kent P. Weinmeister Separate Property Trust under agreement dated July 26, 2007, and Barbara A. Weinmeister, Trustee, UDT, BW Revocable Trust, dated August 24, 2010, Title Owners. The Title Owners have consented to the filing of this Petition. The property is presently vacant farmland and no address has been assigned to it.

2. The Real Estate Contract includes two parcels of land, namely PIN No. 28-01-100-004 (Parcel I) and PIN No. 28-20-200-003 (Parcel II), both of which are legally described on the attached Exhibit A and which are collectively hereinafter referred to as the "Subject Property."

A. Parcel I is a tract containing 66.885 acres and is presently zoned A (Agricultural District) by Sangamon County.

B. Parcel II is a tract of land containing 5.643 acres and is presently zoned A (Agricultural District) by Sangamon County.

3. Petitioner, simultaneously with the filing of this Zoning Petition, is filing an annexation petition for the Subject Property into the Village of Chatham.

4. Petitioner desires that upon annexation into the Village of Chatham, the Subject Property shall be zoned according to the attached Exhibit B.

5. Petitioner is a well-established apartment developer who manages and owns a 300 unit apartment complex known as "Lake Pointe Apartments" located at 1600 Toronto Road, Springfield. Petitioner further owns and manages a 224 unit apartment complex known as "Prairie Vista" at 1830 Prairie Vista Drive in Chatham, Illinois. Petitioner's intended use for the Subject Property includes the development of a 304 unit apartment complex, 36 duplex lots and 49 single-family residential lots. The apartment complex will include an office, swimming pool, and playground.




6. Directly to the north of the Subject Property is Mansion Road and to the northwest of the Subject Property is a single, single-family residence. Directly to the east of the Subject Property is the Northpoint residential subdivision. Directly to the south and the west of the Subject Property is vacant farmland.

7. The Subject Property is ideally suited for a combination of single-family and multi-family residential uses, including single-family homes, duplexes and an apartment complex. The trend of development in this area in recent years has included a mixture of multi-family and single-family homes. The majority of the property surrounding the Subject Property is undeveloped, or vacant farmland.

WHEREFORE, Petitioner Apartment Mart Inc. requests that the Village of Chatham Planning Commission will, after due notice and public hearing, recommend to the Village of Chatham the adoption of, and the Village of Chatham Board of Trustees will thereafter adopt an ordinance amending the zoning classification of the two above-described parcels as requested herein.

APARTMENT MART OF SPRINGFIELD INC.,  
Petitioner

By:   
One of Its Attorneys

Sorling Northrup  
Jeffrey T. Baker, of Counsel  
1 North Old State Capitol Plaza, Suite 200  
P.O. Box 5131  
Springfield, Illinois 62705  
Tel: (217) 544-1144  
Fax: (217) 522-3173  
[jtbaker@sorlinglaw.com](mailto:jtbaker@sorlinglaw.com)

**ACKNOWLEDGMENT & CONSENT BY OWNERS OF RECORD**

STATE OF Arizona )  
 )  
COUNTY OF Maricopa ) SS

Kent P. Weinmeister, Trustee of the Kent P. Weinmeister Separate Property Trust under agreement dated July 26, 2007 being first duly sworn upon oath deposes and states that he has subscribed to the foregoing Petition for Annexation and has read the same before signing; and that the statements made therein are true and correct, and that all electors who reside upon said above-described property, if any, join in this Petition for Annexation.

**KENT P. WEINMEISTER, Trustee of THE KENT P. WEINMEISTER SEPARATE PROPERTY TRUST under agreement dated July 26, 2007 .**

*Kent P. Weinmeister*

Subscribed and sworn to before me by the persons whose signatures appears above this

27<sup>th</sup> day of April, 2015.

*C. Albright*  
Notary Public



STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ ) SS

Barbara A. Weinmeister, Trustee, UDT, BW Revocable Trust, dated August 24, 2010 being first duly sworn upon oath deposes and states that she has subscribed to the foregoing Petition for Annexation and has read the same before signing; and that the statements made therein are true and correct, and that all electors who reside upon said above-described property, if any, join in this Petition for Annexation.

**BARBARA A. WEINMEISTER, Trustee, UDT, BW REVOCABLE TRUST, dated August 24, 2010**

Subscribed and sworn to before me by the persons whose signatures appears above this

\_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

**ACKNOWLEDGMENT & CONSENT BY OWNERS OF RECORD**

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ ) SS

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Subscribed and sworn to before me by the persons whose signatures appears above this  
1<sup>st</sup> day of MAY, 2015.

Lori Truax  
Notary Public

STATE OF ARIZONA )  
 )  
COUNTY OF MARICOPA ) SS

Barbara A. Weinmeister, Trustee, UDT, BW Revocable Trust, dated August 24, 2010 being first duly sworn upon oath deposes and states that she has subscribed to the foregoing Petition for Annexation and has read the same before signing; and that the statements made therein are true and correct, and that all electors who reside upon said above-described property, if any, join in this Petition for Annexation.

**BARBARA A. WEINMEISTER, Trustee, UDT, BW REVOCABLE TRUST, dated August 24, 2010**

Barbara A. Weinmeister

Subscribed and sworn to before me by the persons whose signatures appears above this  
1<sup>st</sup> day of MAY, 2015.

Lori Truax  
Notary Public



## EXHIBIT A

### Legal Description

Part of the Northwest Quarter of Section 1 and Part of the Northeast Quarter of Section 2, all in Township 14 North, Range 6 West of the Third principal Meridian, Sangamon County, Illinois, more particularly described as follows:

Beginning at a nail found at the Northwest corner of said northwest Quarter; thence North 89 degrees 13 minutes 16 seconds East on the North line of said Northwest Quarter, a distance of 757.61 feet to a mag nail set; thence South 01 degrees 23 minutes 03 seconds East, a distance of 313.78 feet to an iron pin found; thence North 89 degrees 22 minutes 03 seconds East, a distance of 378.73 feet to an iron pin set; thence South 01 degrees 10 minutes 21 seconds East, a distance of 2328.03 feet to an iron pin found on the South line of said Northwest Quarter; thence South 89 degrees 22 minutes 15 seconds West on said South line, a distance of 1158.98 feet to a pipe found at the Southwest corner of said Northwest Quarter; thence South 89 degrees 24 minutes 05 seconds West on the South line of the Northeast Quarter of said Section 2, a distance of 88.36 feet to an iron pin set; thence North 00 degrees 54 minutes 49 seconds West, a distance of 2639.72 feet to an iron pin found on the North line of said Northeast Quarter; thence North 89 degrees 24 minutes 23 seconds East on said North line, a distance of 97.88 feet to the point of beginning. Containing 3,159,299.817 square feet (72.528 acres), more or less.

PIN NUMBERS: 28-01-100-004 and 28-20-200-003

FOR: LAKE AREA DEVELOPMENT GROUP LLC  
 1600 TORONTO ROAD  
 SPRINGFIELD, IL 62712  
 CONTACT: CHRIS HOLLOWAY

PROPOSED ZONING EXHIBIT



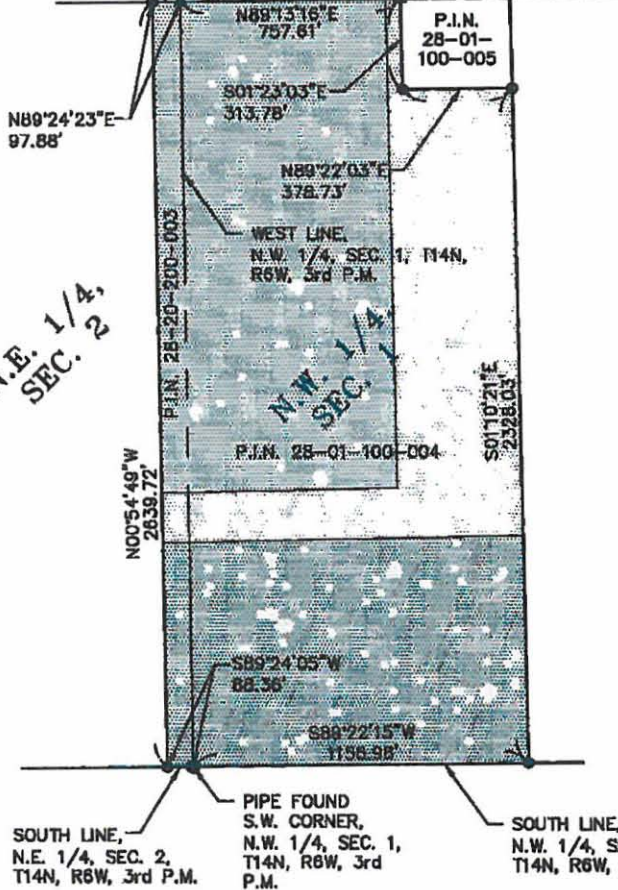
CHATHAM TOWNSHIP  
 P.I.N. 28-02-200-003 &  
 28-01-100-004

NORTH LINE,  
 N.E. 1/4, SEC. 2,  
 T14N, R6W, 3rd P.M.




POB  
 NAIL OVER STONE  
 N.W. CORNER, N.W. 1/4,  
 SEC. 1, T14N, R6W, 3rd P.M.  
 (DOC. NO. 2006R11276)

NORTH LINE,  
 N.W. 1/4, SEC. 1,  
 T14N, R6W, 3rd P.M.

MANSION ROAD



ZONING LEGEND

-  - PROPOSED R1A, RESIDENTIAL SINGLE FAMILY
-  - PROPOSED R2, RESIDENTIAL SINGLE FAMILY AND TWO FAMILY
-  - PROPOSED R3, RESIDENTIAL SINGLE FAMILY, TWO FAMILY AND MULTIPLE FAMILY

NOTES:

1. EXISTING ZONING CLASSIFICATIONS AS SHOWN ARE FROM THE 2007 CHATHAM ZONING MAP.
2. THE EXISTING ZONING FOR THE SUBJECT PROPERTY IS "A" (AGRICULTURAL).



SCALE : 1" = 400'

DATE: APRIL 22, 2015  
 AREA = 3,159,299.817 S.F.±  
 72.528 ACRES±

LEGAL DESCRIPTION

Part of the Northwest Quarter of Section 1 and Part of the Northeast Quarter of Section 2, all in Township 14 North, Range 6 West of the Third principal Meridian, Sangamon County, Illinois, more particularly described as follows:

Beginning at a nail found at the Northwest corner of said northwest Quarter; thence North 89 degrees 13 minutes 18 seconds East on the North line of said Northwest Quarter, a distance of 757.81 feet to a mag nail set; thence South 01 degrees 23 minutes 03 seconds East, a distance of 313.78 feet to an iron pin found; thence North 89 degrees 22 minutes 03 seconds East, a distance of 378.73 feet to an iron pin set; thence South 01 degrees 10 minutes 21 seconds East, a distance of 2328.03 feet to an iron pin found on the South line of said Northwest Quarter; thence South 89 degrees 22 minutes 15 seconds West on said South line, a distance of 1158.98 feet to a pipe found at the Southwest corner of said Northwest Quarter; thence South 89 degrees 24 minutes 05 seconds West on the South line of the Northeast Quarter of said Section 2, a distance of 88.36 feet to an iron pin set; thence North 00 degrees 54 minutes 49 seconds West, a distance of 2839.72 feet to an iron pin found on the North line of said Northeast Quarter; thence North 89 degrees 24 minutes 23 seconds East on said North line, a distance of 97.88 feet to the point of beginning. Containing 3,159,299.817 square feet (72.528 acres), more or less.

PETITION FOR ANNEXATION



STATE OF ILLINOIS                    )  
  )  
COUNTY OF SANGAMON            )       SS

VILLAGE OF CHATHAM

TO: THE VILLAGE OF CHATHAM PLANNING COMMISSION AND BOARD OF TRUSTEES OF THE VILLAGE OF CHATHAM:

The undersigned persons, each being 21 or more years of age and under no disability, hereby petition the Village of Chatham to annex within its corporate limits; the following described real estate in the County of Sangamon:


ADDRESS:                               Mansion Road (no address number)  
TAX ID NUMBER(S):               28-01-100-004 and 28-20-200-003  
TOWNSHIP:                             Chatham  
LEGAL DESCRIPTION:       SEE ATTACHED EXHIBIT A

and for the purposes of authorizing the Village of Chatham to enact an appropriate ordinance of annexation in the manner provided in Section 7-1-1, *et. seq.*, of the Illinois Municipal Code, and knowing that the certifications herein made will be relied upon by the Village of Chatham, the undersigned persons certify to the Village of Chatham the following:

1. That the above-described territory is now contiguous to the Village of Chatham, Illinois
2. That the above-described territory is not within the corporate limits of any municipality.
3. That no electors reside upon or occupy any lands within the above described territory.
4. That the Petitioner is the Contract Buyer of the above-described territory and that the undersigned, namely, Kent P. Weinmeister, Trustee of the Kent P. Weinmeister Separate Property Trust under agreement dated July 26, 2007, and Barbara A. Weinmeister, Trustee, UDT, BW Revocable Trust, dated August 24, 2010, are the true and correct owners of record of all the land within the above described territory, as established by the records in the Office of the Recorder of Deeds of Sangamon County, Illinois and that there are no other persons, firms or corporations who have any right, title or interest of record in and to any land within said above described territory herein requested to be annexed and said title owners have consented to the filing of this Petition.
5. That said property is located within the Chatham Fire Protection District and the Trustees of said District are being given notice of this annexation in accordance with the statute.

6. That said property is located within the Chatham Library District and the Trustees of said District are being given notice of this annexation in accordance with the statute.
7. The above-described property will be used for single-family and multi-family residential use after annexation and will not be used as a retail business.
8. That a plat of the real estate sought to be annexed, prepared by a Licensed Professional Land Surveyor, is attached hereto as **Exhibit B**.
9. The annexation of this property is contingent upon approval of the Petition for Change of Classification to R1A (Residential, Single Family, Low Density), R2 (Residential, Single Family and Two-Family, Low Density), and R3 (Residential District, Multiple Family, Medium Density) as illustrated on the attached **Exhibit C** and a mutually agreeable pre-annexation agreement, if required.

**APARMENT MART OF SPRINGFIELD, INC.,  
Petitioner**

By:   
One of Its Attorneys

Sorling Northrup  
Jeffrey T. Baker, of Counsel  
1 North Old State Capitol Plaza, Suite 200  
P.O. Box 5131  
Springfield, Illinois 62705  
Tel: (217) 544-1144  
Fax: (217) 522-3173  
[jtbaker@sorlinglaw.com](mailto:jtbaker@sorlinglaw.com)

**ACKNOWLEDGMENT BY OWNERS OF RECORD**

STATE OF Arizona )  
 )  
COUNTY OF Maricopa ) SS

Kent P. Weinmeister, Trustee of the Kent P. Weinmeister Separate Property Trust under agreement dated July 26, 2007 being first duly sworn upon oath deposes and states that he has subscribed to the foregoing Petition for Annexation and has read the same before signing; and that the statements made therein are true and correct, and that all electors who reside upon said above-described property, if any, join in this Petition for Annexation.

**KENT P. WEINMEISTER, Trustee of THE KENT P. WEINMEISTER SEPARATE PROPERTY TRUST under agreement dated July 26, 2007**

*Kent P. Weinmeister*

Subscribed and sworn to before me by the persons whose signatures appears above this

27<sup>th</sup> day of April, 2015.

*C. Albright*  
Notary Public



STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ ) SS

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\_\_\_\_\_ day of \_\_\_\_\_, 2015.

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



**ACKNOWLEDGMENT BY OWNERS OF RECORD**

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

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*Lori Truax*  
Notary Public

STATE OF ARIZONA )  
 ) SS  
COUNTY OF MARICOPA )

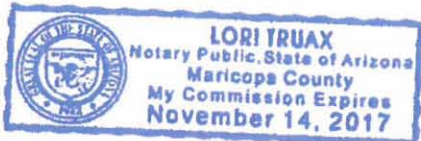
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*Barbara A Weinmeister*

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1<sup>st</sup> day of MAY, 2015.



*Lori Truax*  
Notary Public

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FOR: LAKE AREA DEVELOPMENT GROUP LLC  
 1600 TORONTO ROAD  
 SPRINGFIELD, IL 62712  
 CONTACT: CHRIS HOLLOWAY

PROPOSED ZONING EXHIBIT

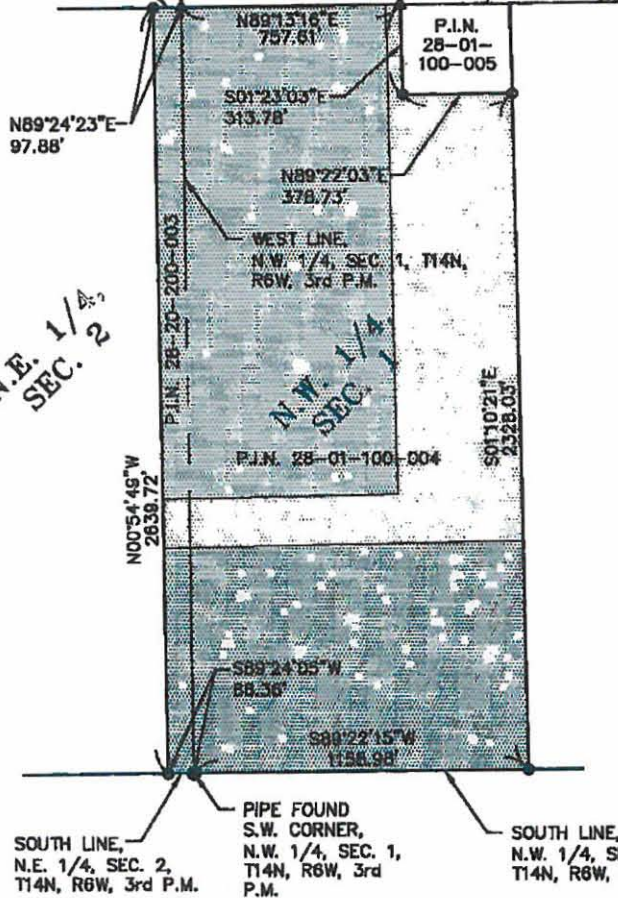
CHATHAM TOWNSHIP  
 P.I.N. 28-02-200-003 &  
 28-01-100-004

NORTH LINE,  
 N.E. 1/4, SEC. 2,  
 T14N, R6W, 3rd P.M.

POB  
 NAIL OVER STONE  
 N.W. CORNER, N.W. 1/4,  
 SEC. 1, T14N, R6W, 3rd P.M.  
 (DOC. NO. 2006R11278)

NORTH LINE,  
 N.W. 1/4, SEC. 1,  
 T14N, R6W, 3rd P.M.

MANSION ROAD



**MEC**  
**MARTIN ENGINEERING COMPANY**  
 CONSULTING ENGINEERS AND SURVEYORS  
 (ILLINOIS PROFESSIONAL DESIGN FIRM NO. 194-004556)  
 3423 S. MEADOWBROOK RD., SPRINGFIELD, ILLINOIS 62711  
 Phone : (217) 698-8900, Fax : (217) 698-8322, E-Mail : mecom@martinengineeringco.com

ZONING LEGEND

- PROPOSED R1A, RESIDENTIAL SINGLE FAMILY
- PROPOSED R2, RESIDENTIAL SINGLE FAMILY AND TWO FAMILY
- PROPOSED R3, RESIDENTIAL SINGLE FAMILY, TWO FAMILY AND MULTIPLE FAMILY

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SCALE : 1" = 400'

DATE: APRIL 22, 2015  
 AREA = 3,159,299.817 S.F.±  
 72.528 ACRES±

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OWNER: WEINMEISTER BARBARA A TRUSTEE  
 ETAL  
 11587 E QUARTZ ROCK RD  
 SCOTTSDALE, AZ 85255-5758

ANNEXATION PLAT

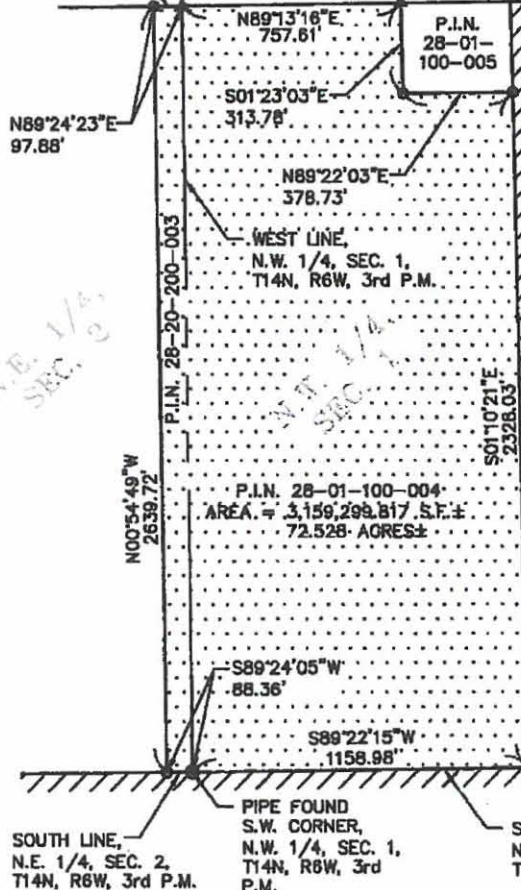
CHATHAM TOWNSHIP  
 P.I.N. 28-02-200-003 &  
 28-01-100-004

NORTH LINE,  
 N.E. 1/4, SEC. 2,  
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POB  
 NAIL OVER STONE  
 N.W. CORNER, N.W. 1/4,  
 SEC. 1, T14N, R6W, 3rd P.M.  
 (DOC. NO. 2006R11276)

NORTH LINE,  
 N.W. 1/4, SEC. 1,  
 T14N, R6W, 3rd P.M.

MANSION ROAD



LEGAL DESCRIPTION

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NOTES

FIELD WORK COMPLETED APRIL, 2015.

BASE OF BEARING IS THE ILLINOIS STATE PLANE COORDINATE SYSTEM (NAD 83 (2011) EPOCH 2010.00, WEST ZONE)



**MEC**  
**MARTIN ENGINEERING COMPANY** of Illinois  
 CONSULTING ENGINEERS/LAND SURVEYORS  
 (ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-004558)  
 3223 S. MEADOWBROOK RD., SPRINGFIELD, ILLINOIS 62711  
 Phone: (217) 698-8606, Fax: (217) 698-8222, E-Mail: mecma@martinengineeringco.com



SCALE: 1" = 400'

DATE: JULY 14, 2015

AREA = 3,159,299.817 S.F. ±  
 72.528 ACRES ±

LEGEND

- ▲ - NAIL FOUND
- - FOUND IRON PIN
- △ - SET MAG NAIL
- - PIPE FOUND
- //// - EXISTING LIMITS OF THE VILLAGE OF CHATHAM
- ..... - LIMITS OF AREA TO BE ANNEXED TO THE VILLAGE OF CHATHAM

NO PART OF THIS PLAT IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, PER MAP NUMBER 17167C0405F, (EFFECTIVE DATE: AUGUST 2, 2007).

"THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY."

SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP, TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

I HEREBY CERTIFY THAT THE ABOVE PLAT CORRECTLY REPRESENTS AND IDENTIFIES THE AREA TO BE ANNEXED TO THE VILLAGE OF CHATHAM, ILLINOIS.

*Jeremy L. Smith*  
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3804  
 DATE SIGNED: JULY 14, 2015  
 LICENSE EXP. DATE: NOV. 30, 2016