

**EXHIBIT A
LEGAL DESCRIPTION**

16-09

6.351 acres

A TRACT OF LAND LYING IN AND BEING A PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 14 NORTH, RANGE 6 WEST OF THE THIRD PRINCIPAL MERIDIAN, SANGAMON COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT A SET P.K. NAIL MARKING THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 89 DEGREES 14 MINUTES 58 SECONDS WEST ON THE NORTH LINE OF SAID NORTHEAST QUARTER, 516.93 FEET TO A SET IRON PIN MARKING THE WEST RIGHT OF WAY LINE OF THE ILLINOIS TRACTION SYSTEM RAILROAD, ALSO BEING THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING; THENCE SOUTH 20 DEGREES 08 MINUTES 25 SECONDS WEST ON SAID WEST RIGHT OF WAY LINE, 483.14 FEET TO A SET IRON PIN; THENCE SOUTH 89 DEGREES 14 MINUTES 58 SECONDS WEST, 632.16 FEET TO A SET IRON PIN ON THE EAST RIGHT OF WAY LINE OF ILLINOIS ROUTE 4; THENCE NORTH 22 DEGREES 52 MINUTES 31 SECONDS EAST ON SAID EAST RIGHT OF WAY LINE, 155.67 FEET TO A SET IRON PIN ON A TANGENT CURVE HAVING A RADIUS OF 2233.40 FEET WHOSE CENTER BEARS SOUTH 67 DEGREES 07 MINUTES 29 SECONDS EAST FROM SAID POINT; THENCE NORTHEASTERLY ON SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 08 DEGREES 59 MINUTES 25 SECONDS, A CHORD DISTANCE OF 350.08 FEET TO A SET IRON PIN ON THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 89 DEGREES 14 MINUTES 58 SECONDS EAST ON SAID NORTH LINE, 577.05 FEET TO THE POINT OF BEGINNING, CONTAINING 6.351 ACRES MORE OR LESS; ALL AS PER CORRECTED SURVEY IN APRIL OF 2011 OF HANS B. DISTLEHORST PROFESSIONAL LAND SURVEYOR #035-3271.

16-09

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, a Municipal Corporation, hereinafter referred to as "Village" and Mark Beck, hereinafter referred to as "Owner" enter into this Annexation Agreement ("Agreement") for the annexation of property into the Village.

WHEREAS, Owner is the owner of record of the premises hereinafter described on Exhibit A, which is attached hereto and made a part hereof by this reference; and

WHEREAS, the Owner 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 Owner is desirous of having said premises zoned B-2 upon annexation to the Village; and

WHEREAS, the parties wish to set forth certain other obligations and requirements for the annexation as set forth in this Agreement; and

WHEREAS, the Owner 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 Owner agree as follows:

1. ANNEXATION PETITION.

Owner, subject to the terms and conditions set forth in this Agreement, has petitioned the Village of Chatham, 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 of Chatham.

3. ZONING.

Village agrees to rezone the property to B-2 subsequent to any public hearings required by the Village Code.

4. OBLIGATIONS OF VILLAGE & OWNER.

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 to the Village and Owner:

5. OBLIGATION TO DEVELOP PER CODE.

In the construction and use of improvements on the subject property the Owner shall comply with all zoning subdivision, building, mechanical and other applicable codes and ordinances of the Village of Chatham 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.

7. TERM

The term of this Agreement shall be for twenty (20) years upon execution by both parties.

8. 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:

Village of Chatham
Attn: Village Administrator
116 E. Mulberry Street
Chatham, IL 62629

Mark Beck (Springfield Archery)
1550 Recreation Drive
Springfield, IL 62711

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

9. 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.

10. 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. 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 Owner that the Persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities. The Owner hereby warrants and represents to the Village (i) that they are the record and beneficial owners of fee simple title to the Property, (ii) except for a mortgage on the property, no other person has any legal, beneficial, contractual, or security interest in the Property and that annexing the property is not a violation of the security interests, (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 Property 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 Owner will (a) result in a breach or default under any agreement to which the Owner is a party or to which it or the Property is bound or (b) violate any statute, law, restriction, court order, or agreement to which the Owner or the Property 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 Owners agree that they 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 Owner.
- O. Recording. After the Owner has paid to the Village an amount sufficient to cover the cost of recording this Agreement, all necessary plats, the affidavit of service of notice as required by Section 7-1-1 of the Illinois Municipal Code, 65 ILCS 5/7-1-1, and the Annexation Ordinance, the Village shall promptly cause this Agreement to be recorded in the office of the Recorder of Sangamon County.

EXECUTED and ADOPTED this 23 day of FEB, 2016, at Chatham, Illinois.

VILLAGE OF CHATHAM

By: Thomas S. Gray
Thomas S. Gray, Village President

Attest:

By: Pat Schall
Village Clerk

OWNER:

Mark Beck
Mark Beck