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2018R12400

06/19/2018 10:35AM

REC FEE: 81.00

TOTAL: \$81.00

PAGES: 56

DEBRA

JOSHUA A. LANGFELDER
SANGAMON COUNTY RECORDER

Title: Ordinance 18-29

Prepared by: Village of Chatham

Returned to: 113 mulberry Street
Chatham, IL 62629

10

SANGAMON COUNTY, ILLINOIS

ORDINANCE
NUMBER 18-29

**AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT BETWEEN THE
VILLAGE OF CHATHAM AND THE JANET MARCIA JONES CURRIE
INDIVIDUAL TRUST**

DAVE KIMSEY, Village President
AMY DAHLKAMP, Village Clerk

TERRY FOUNTAIN
BRETT GERGER
NINA LINDHORST
RYAN MANN
MATT MAU
PAUL SCHERSCHEL
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Chatham
on June 12th, 2018

Sorling Northrup – 1 N. Old State Capitol Plaza, Suite 200, Springfield, IL 62705

ORDINANCE NO. 18 - 29

**AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT BETWEEN THE
VILLAGE OF CHATHAM AND THE JANET MARCIA JONES CURRIE
INDIVIDUAL TRUST**

WHEREAS, the Village of Chatham (hereinafter “Village”) is an Illinois Municipal Corporation existing and operating under the Illinois Municipal Code and the laws of the State of Illinois; and

WHEREAS, the Janet Marcia Jones Currie Individual Trust (hereinafter “Owner”) is the owner of record of five (5) parcels of certain real property with parcel numbers 29090400020, 29090400033, 29100300010, 29100300011 and 29090400032, and legally described on **Exhibits A-E** of the Annexation Agreement attached as **Exhibit 1** to this Ordinance (hereinafter “Unincorporated Parcels”); and

WHEREAS, the Unincorporated Parcels contains one parcel with one elector residing on it; and,

WHEREAS, the Unincorporated Parcels are contiguous to the corporate limits of the Village and are not within the corporate limits of any municipality; and

WHEREAS, Owner filed with the Village Clerk a duly executed petition for annexation that seeks annexation of the Unincorporated Parcels to the Village and the Village wishes to annex the Unincorporated Parcels; and

WHEREAS, Article 11 Division 15.1 of the Illinois Municipal Code of 1961 as amended (65 ILCS 5/11-15.1-1 et seq.) provides that corporate authorities may enter into annexation agreements with owners of land of unincorporated territory; and,

WHEREAS, the Board of Trustees held a hearing on Owner’s Petition for Annexation and Annexation Agreement on June 12, 2018; and,

WHEREAS, the Village is authorized to annex the Unincorporated Parcel pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-1 et seq; and,

WHEREAS, the President and Board of Trustees of the Village have determined it to be in the best interest of the Village to to approve the Annexation Agreement as set forth herein.

NOW THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Chatham, Sangamon County, Illinois, as follows:

Section 1. Recitals. The foregoing recitals shall be and are hereby incorporated into and made a part of this Ordinance as if fully set forth in this Section 1.

Section 2. Approval of Annexation Agreement. The Annexation Agreement between Owner and the Village attached hereto as **Exhibit 1** is hereby approved.

Section 3. Authorization. The Village Clerk shall be, and is hereby, authorized and directed to record in the Office of the Sangamon County Recorder of Deeds promptly after the effective date of this Ordinance, a certified copy of this Ordinance, including an accurate map of the annexed territory in compliance with Section 7-1-8 of the Municipal Code, and any other documents as required by law including affidavits of service as may be required by law. The Village Manager shall be, and is hereby, authorized and directed to notify the Election Authorities, as defined in Section 7-1-1 of the Illinois Municipal Code, 65 ILCS 5/7-1-1, and the United States Post Office branches serving the Parcel of the annexation by registered or certified mail within 30 days after the effective date of this Ordinance. A document of annexation shall also be filed with the County Clerk as required by law.

Section 5. Severability. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

Section 6. Repeal and Savings Clause. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, action, or causes of action which shall have accrued to the Village of Chatham prior to the effective date of this Ordinance.

Section 7. Effectiveness. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED this 12th day of June, 2018.

	YES	NO	ABSENT	PRESENT
TERRY FOUNTAIN	X			
BRETT GERGER	X			
NINA LINDHORST			X	
RYAN MANN	X			
MATT MAU	X			
PAUL SCHERSCHEL	X			
DAVE KIMSEY				
TOTAL	5	0	1	

APPROVED by the President of the Village of Chatham, Illinois this 12th day of June, 2018.


 Dave Kimsey, Village President

Attest:

 Amy Dahlkamp, Village Clerk

**EXHIBIT 1
ANNEXATION AGREEMENT**

CHRISTOPHER CURRIE

—

**PETITION TO ANNEX CERTAIN TERRITORY
TO THE VILLAGE OF CHATHAM, ILLINOIS**

IN THE MATTER OF THE PETITION OF THE JANET MARCIA JONES CURRIE INDIVIDUAL TRUST TO THE BOARD OF TRUSTEES OF THE VILLAGE OF CHATHAM:

NOW COMES the Petitioner, JANET MARCIA JONES CURRIE INDIVIDUAL TRUST ("Petitioner"), and hereby petitions the Village of Chatham to annex the land described in **Exhibits A - E** ("Territory") to the Village of Chatham, Illinois and further states as follows:

1. The Petitioner is the owner of record of certain territory sought to be annexed to the Village of Chatham, Illinois.

2. The Territory consists of five separate parcels of land which are commonly described as:

Parcel A

PIN: 29-09.0-400-033
8594 Lakewood Dr. Chatham, IL 62629
Consisting of approximately 30.29 acres

Parcel B

PIN: 29-10.0-300-010
PT W ½ SW ¼ (EX S. 300')
10-14-4
Consisting of approximately 51.12 acres *VACANT LAND*

Parcel C

PIN: 29-10.0-300-011
249 New City Rd. Chatham, IL 62629
S 300' of PT SW ¼ SW ¼
10-14-5
Consisting of approximately 7.1 acres *VACANT LAND*

Parcel D

PIN: 29-09.0-400-020
NW COR W ½ NE SE *9-14-5*
Consisting of approximately 1 acre *VACANT LAND*

Parcel E

PIN: 29-09.0-400-032
PTS PT SW 1.4 SE ¼
9-14-5
Consisting of approximately 6.64 acres *VACANT LAND*

3. The Territory is or will be contiguous to the Village of Chatham, Illinois.
4. The Territory meets the qualifications set forth in 65 ILCS 5/7-1-8 to be annexed into the Village.
5. This petition is signed by all current legal owners of the Territory.
6. There is one (1) elector, Elizabeth Lovegrove, residing within the Territory. This Petition is joined by 100% of the electors residing within the Territory.
7. The Territory is not part of any other adjoining Village or municipality.
8. That Petitioner desires that proper publication and notice be made in accord with the Illinois Municipal Code.
9. That an accurate map of the property to be annexed shall be furnished concurrent with the adoption of any annexation ordinance.
10. The annexation of this Territory is contingent upon the approval of the Annexation Agreement and the zoning requests contained therein, a draft of which is attached hereto as **Exhibit A**.
11. The undersigned, each being first duly sworn upon his or her separate oath, deposes and states that he or she has subscribed to the foregoing Petition for Annexation and has read the same before signing, and that the statements made herein are true and correct, and that all electors who reside upon the Territory join in this Petition to Annex.

WHEREFORE, the Petitioner, JANET MARCIA JONES CURRIE INDIVIDUAL TRUST, prays that the Board of Trustees pass an Ordinance to accept the territory proposed to be annexed, in accordance with and subject to the Annexation Agreement attached hereto, file with the County Clerk of Sangamon County the original Petition and a certified copy of the Ordinance, and record a copy of the Ordinance the Ordinance and an accurate map of the annexed territory with the Sangamon County Recorder.

[SIGNATURES ON FOLLOWING PAGE]

EXHIBIT A

ANNEXATION AGREEMENT

Pursuant to legislative authorization found in Article 11 Division 15.1 of the Illinois Municipal Code 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 Christopher Currie, Elizabeth Lovegrove, and Andrew Currie, as co-trustees of the Janet Marcia Jones Currie Individual Trust, 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 real property, hereinafter referred to as the "Property" and legally described in **Exhibits A-E**, which are attached hereto and made a part hereof by this reference; and

WHEREAS, the Owner is desirous of having the Property, together with all public roadways adjacent thereto or contained therein, annexed to the Village and the Village is desirous of annexing said Property and roadways; and

WHEREAS, the Property is not within the corporate limits of any municipality; and

WHEREAS, the parcel described in **Exhibit A** is contiguous to the Village but the rest of the Property is not yet contiguous to the corporate limits of the Village; and

WHEREAS, the Owner is desirous of having the Property zoned P-1 upon annexation to the Village; and

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

WHEREAS, all notices required to be given under the Illinois Municipal Code to enter into this Agreement have been given.

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.

A. The Owner shall file with the Village a duly executed Petition for Annexation, in accordance with the provisions of Illinois Municipal Code Section 7-1-8 (65 ILCS 5/7-1-8).

B. After the Owner's filing of a duly executed Petition for Annexation, and when the Property becomes contiguous to the Village, the Village shall pass an Ordinance annexing the Property into the Village, pursuant to the terms and conditions of this Agreement.

C. Upon Annexation, the Village shall permit the Owner to receive water service from the Village, pursuant to the Village of Chatham Code of Ordinances ("Village Code").

D. Upon Annexation, the Village shall charge Owner water rates equivalent to the rate charged to similar properties situated within the corporate limits of the Village.

E. Upon Annexation, the Village shall provide police protection to the Property.

F. Upon Annexation and for twenty years thereafter, but only with respect to the parcel described in **Exhibit A** and only with respect to Property's present owner, the Janet Marcia Jones Currie Individual Trust, the Village shall 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, unless said Property is sold, divided, or developed. Owner shall submit a copy of its tax bill to the Village each year so the Village can properly abate the taxes owed. If Owner fails to submit a copy of the tax bill for a tax year, then Owner shall not be entitled to reimbursement for taxes paid in that year. If the Property is sold, divided, or otherwise developed by Owner during the term of this Agreement, the Village's property tax rebate obligation will cease with respect to that portion of the Property.

G. Upon Annexation, but only with respect to the parcel described in **Exhibit A** and only with respect to Property's present owner, any provisions of the Village Code which would restrict Owner from owning horses or operation of a stable, burning brush or yard waste as a result of stable operations, or other agricultural uses, including all types of livestock, including chickens, shall be waived by the Village as to Owner for the parcel described in **Exhibit A**. However, Chapter 97 (Fire Prevention), Section 97.01, Subsections (C), (D)(5), and (E)(2) shall not be waived and shall remain applicable to Owner.

H. Upon Annexation, but only with respect to the parcel described in **Exhibit A** and only with respect to Property's present owner, any provisions of the Village Code, with the exception of Chapter 157 regarding Unsafe Buildings, which would restrict Owner from maintaining or using the following structures, currently existing on the Property, shall be waived by the Village as to Owner with regard to the parcel described in **Exhibit A**:

- i. farm house;
- ii. detached vehicle garage;
- iii. smoke house;
- iv. small lawn storage shed;
- v. barn;
- vi. tack room (next to barn);
- vii. small rental house;
- viii. horse shelter(s); and,
- ix. storage shed behind rental house.

I. Upon Annexation, but only with respect to the parcel described in **Exhibit A** and only with respect to Property's present owner, any provisions of the Village Code, with the exception of Chapter 157 regarding Unsafe Buildings, which would restrict Owner from building or using the following structure(s), currently planned for the Property, shall be waived by the Village as to Owner with regard to the parcel described in **Exhibit A**:

- i. additional horse shelters.

2. ZONING.

Owner, as a condition of this Agreement, desires that the Property be zoned P-1. At the time of or within 45 days of annexation, the Village agrees to zone the property P-1, or the classification that nearest resembles the zoning classification in effect at the time of annexation to the Village, subsequent to, and subject to, any public hearings required by the Village Code and the Illinois Municipal Code. If the Village Board does not approve a zoning change of the property to P-1 within 45 days of annexation, then Owner shall be free to de-annex from the Village.

3. BINDING EFFECT OF COVENANTS AND AGREEMENTS

The covenants and agreements contained in the Agreement—with the exception of items 1(F), 1(G), 1(H), and 1(I)—shall be deemed to be covenants running with the land during the term of this Agreement, and shall inure to the benefit and be binding upon the heirs, successors, and assigns of the parties hereto.

4. 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

Christopher Currie, Trustee	Elizabeth Lovegrove, Trustee	Andrew Currie, Trustee
<u>9 COVINGTON CT.</u>	_____	_____
<u>ALGONQUIN, IL</u>	_____	_____
<u>60102</u>	_____	_____

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

5. 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.

6. 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

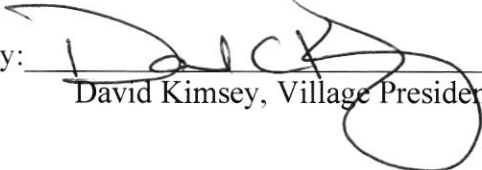
parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

- 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 it is the record and beneficial owner 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. Owner. For purposes of this Agreement, the present Owner of the property is the Janet Marcia Jones Currie Individual Trust with its current co-trustees and beneficiaries. Any change in the actual owner, or in the majority of co-trustees or beneficiaries, with the exception of a change to the direct lineal descendants of Alexander James Jones III, shall be deemed a change in ownership with regard to the entire Agreement, and in particular with regard to Section 1(F), 1(G), 1(H), and 1(I).

EXECUTED and ADOPTED this 12 day of June, 2018, at Chatham, Illinois.

VILLAGE OF CHATHAM


By: 
David Kimsey, Village President

Attest:

By: Amy Dahlkamp
Village Clerk

OWNER:

April 9, 2018
Date


CHRISTOPHER CURRIE, as co-trustee of the Janet Marcia Jones Currie Individual Trust

Date

ELIZABETH LOVEGROVE, as co-trustee of the Janet Marcia Jones Currie Individual Trust

Date

ANDREW CURRIE, as co-trustee of the Janet Marcia Jones Currie Individual Trust

EXHIBIT A
LEGAL DESCRIPTION

PIN: 29-09.0-400-033

Address: 8594 Lakewood Dr, Chatham, IL 62629

The East half of Section 9, Township 14 North, Range 5 West of the Third Principal Meridian, lying South of Lake Knolls and North of Chatham Road and East of and adjacent to Lakewood Drive, except part of the East half of Section 9, Township 14 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, described as follows: from the Northeast corner of the Northeast quarter of the Southeast quarter of said Section 9; thence South 87 degrees 40 minutes 2 seconds West, 45.81 feet to the point of beginning; thence South 0 degrees 48 minutes 48 seconds East, 268.77 feet; thence South 1 degrees 37 minutes 57 seconds West, 359.41 feet; thence South 87 degrees 58 minutes 34 seconds West, 388.50 feet; thence North 0 degrees 44 minutes 29 seconds West, 762.77 feet; thence North 87 degrees 58 minutes 34 seconds East, 402.99 feet; thence South 0 degrees 48 minutes 48 seconds East, 135.21 feet to the point of beginning, containing 7.0 acres, more or less. (approximately 30.29 acres)

BALL TWP

EXHIBIT B
LEGAL DESCRIPTION

PIN: 29-10.0-300-010

PT W 1/2 SW 1/4 (EX S 300')
10-14-5

Consisting of approximately 51.12 acres more or less

Ball Twp

EXHIBIT C
LEGAL DESCRIPTION

PIN: 29-10.0-300-011

Address: 249 New City Rd, Chatham, IL 62629

S 300' OF PT SW 1/4 SW 1/4
10-14-5

Consisting of approximately 7.1 acres more or less

Ball Twp

EXHIBIT D
LEGAL DESCRIPTION

PIN: 29-09.0-400-020

NW COR W 1/2 NW SE 9-14-5

Consisting of approximately 1 acre more or less

Ball Two

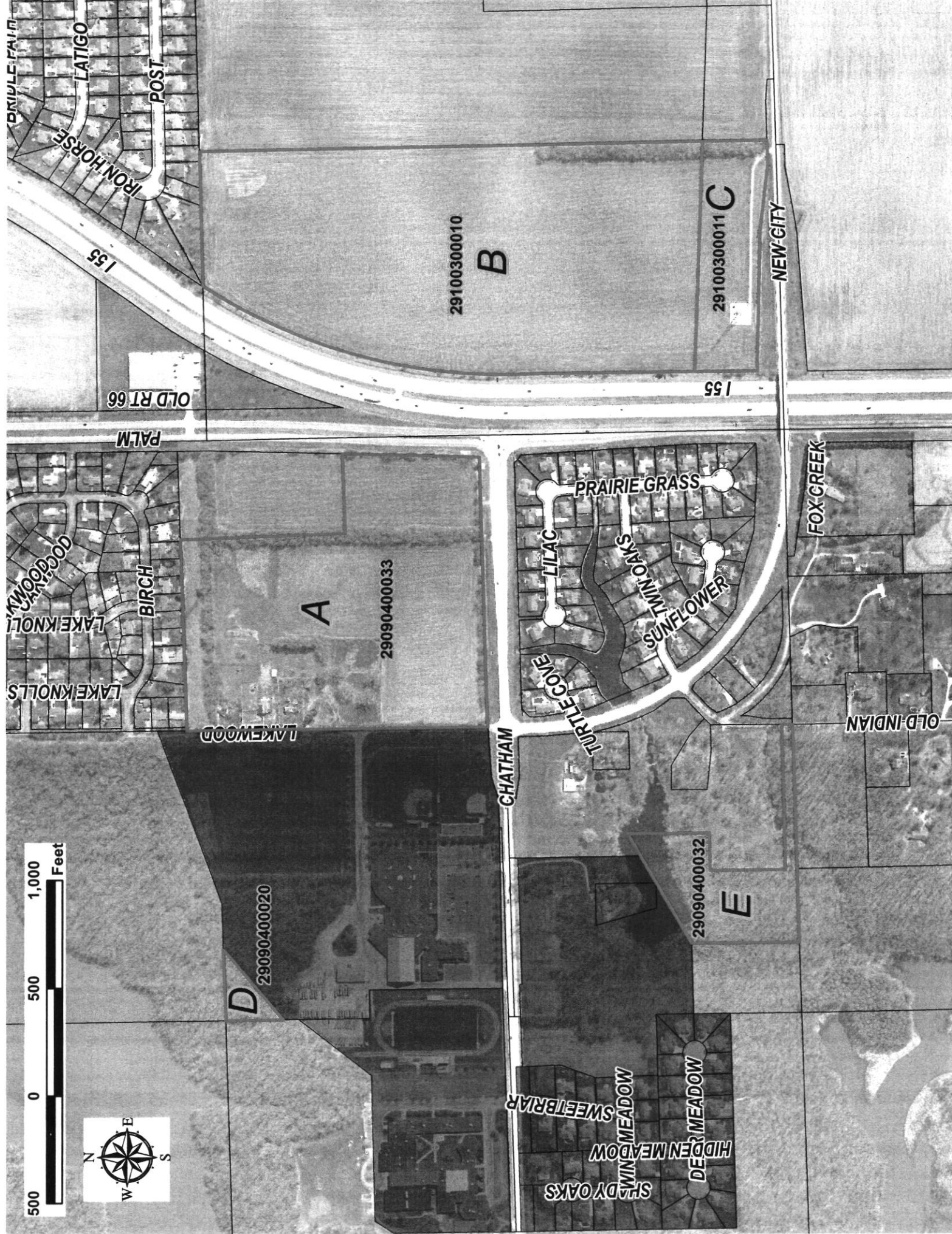
EXHIBIT E
LEGAL DESCRIPTION

PIN: 29-09.0-400-032

PT S PT SW 1/4 SE 1/4
9-14-5

Consisting of approximately 6.64 acres more or less

BALL TWP



D
29090400020

A
29090400033

29100300010

B

29100300011

E
29090400032

CHATHAM

NEW CITY

OLD RT 66

PALM

155

155

IRON HORSE
LATIGO
POST

LAKE KNOLLS
LAKE KNOLL
BIRCH
WYWOOD
JACKWOOD

SHADY OAKS
HIDDEN MEADOW
DEER MEADOW
SWEETBRIAR
SWIN MEADOW
TURTLE COVE
LILAC
PRAIRIE GRASS
SUNFLOWER
TWIN OAKS

FOX CREEK

OLD INDIAN



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DEBRA

JOSHUA A. LANGFELDER
SANGAMON COUNTY RECORDER

ELIZABETH LOVEGROVE

**PETITION TO ANNEX CERTAIN TERRITORY
TO THE VILLAGE OF CHATHAM, ILLINOIS**

IN THE MATTER OF THE PETITION OF THE JANET MARCIA JONES CURRIE INDIVIDUAL TRUST TO THE BOARD OF TRUSTEES OF THE VILLAGE OF CHATHAM:

NOW COMES the Petitioner, JANET MARCIA JONES CURRIE INDIVIDUAL TRUST ("Petitioner"), and hereby petitions the Village of Chatham to annex the land described in **Exhibits A - E** ("Territory") to the Village of Chatham, Illinois and further states as follows:

1. The Petitioner is the owner of record of certain territory sought to be annexed to the Village of Chatham, Illinois.

2. The Territory consists of five separate parcels of land which are commonly described as:

Parcel A

PIN: 29-09.0-400-033
8594 Lakewood Dr. Chatham, IL 62629
Consisting of approximately 30.29 acres

Parcel B

PIN: 29-10.0-300-010
PT W ½ SW ¼ (EX S. 300')
10-14-4
Consisting of approximately 51.12 acres

Parcel C

PIN: 29-10.0-300-011
249 New City Rd. Chatham, IL 62629
S 300' of PT SW ¼ SW ¼
10-14-5
Consisting of approximately 7.1 acres

Parcel D

PIN: 29-09.0-400-020
NW COR W ½ NE SE
Consisting of approximately 1 acre

Parcel E

PIN: 29-09.0-400-032
PTS PT SW 1.4 SE ¼
9-14-5
Consisting of approximately 6.64 acres

3. The Territory is or will be contiguous to the Village of Chatham, Illinois.
4. The Territory meets the qualifications set forth in 65 ILCS 5/7-1-8 to be annexed into the Village.
5. This petition is signed by all current legal owners of the Territory.
6. There is one (1) elector, Elizabeth Lovegrove, residing within the Territory. This Petition is joined by 100% of the electors residing within the Territory.
7. The Territory is not part of any other adjoining Village or municipality.
8. That Petitioner desires that proper publication and notice be made in accord with the Illinois Municipal Code.
9. That an accurate map of the property to be annexed shall be furnished concurrent with the adoption of any annexation ordinance.
10. The annexation of this Territory is contingent upon the approval of the Annexation Agreement and the zoning requests contained therein, a draft of which is attached hereto as **Exhibit A**.
11. The undersigned, each being first duly sworn upon his or her separate oath, deposes and states that he or she has subscribed to the foregoing Petition for Annexation and has read the same before signing, and that the statements made herein are true and correct, and that all electors who reside upon the Territory join in this Petition to Annex.

WHEREFORE, the Petitioner, JANET MARCIA JONES CURRIE INDIVIDUAL TRUST, prays that the Board of Trustees pass an Ordinance to accept the territory proposed to be annexed, in accordance with and subject to the Annexation Agreement attached hereto, file with the County Clerk of Sangamon County the original Petition and a certified copy of the Ordinance, and record a copy of the Ordinance the Ordinance and an accurate map of the annexed territory with the Sangamon County Recorder.

[SIGNATURES ON FOLLOWING PAGE]

COUNTY OF SANGAMON)
) SS
STATE OF ILLINOIS)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that ELIZABETH LOVEGROVE, 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, said instrument under oath as her free and voluntary act for uses and purposes therein set forth, for the uses and purposes therein set forth.

Given under my hand and official seal this 29th day of March, 2018.

Austin Graham
Notary Public

Commission Expires Aug. 9, 2020

(SEAL)



COUNTY OF SANGAMON)
) SS
STATE OF ILLINOIS)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that ANDREW CURRIE, 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, said instrument under oath as his free and voluntary act for uses and purposes therein set forth, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2018.

Notary Public

Commission Expires _____

(SEAL)

EXHIBIT A

ANNEXATION AGREEMENT

Pursuant to legislative authorization found in Article 11 Division 15.1 of the Illinois Municipal Code 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 Christopher Currie, Elizabeth Lovegrove, and Andrew Currie, as co-trustees of the Janet Marcia Jones Currie Individual Trust, 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 real property, hereinafter referred to as the "Property" and legally described in **Exhibits A-E**, which are attached hereto and made a part hereof by this reference; and

WHEREAS, the Owner is desirous of having the Property, together with all public roadways adjacent thereto or contained therein, annexed to the Village and the Village is desirous of annexing said Property and roadways; and

WHEREAS, the Property is not within the corporate limits of any municipality; and

WHEREAS, the parcel described in **Exhibit A** is contiguous to the Village but the rest of the Property is not yet contiguous to the corporate limits of the Village; and

WHEREAS, the Owner is desirous of having the Property zoned P-1 upon annexation to the Village; and

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

WHEREAS, all notices required to be given under the Illinois Municipal Code to enter into this Agreement have been given.

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.

A. The Owner shall file with the Village a duly executed Petition for Annexation, in accordance with the provisions of Illinois Municipal Code Section 7-1-8 (65 ILCS 5/7-1-8).

B. After the Owner's filing of a duly executed Petition for Annexation, and when the Property becomes contiguous to the Village, the Village shall pass an Ordinance annexing the Property into the Village, pursuant to the terms and conditions of this Agreement.

C. Upon Annexation, the Village shall permit the Owner to receive water service from the Village, pursuant to the Village of Chatham Code of Ordinances ("Village Code").

D. Upon Annexation, the Village shall charge Owner water rates equivalent to the rate charged to similar properties situated within the corporate limits of the Village.

E. Upon Annexation, the Village shall provide police protection to the Property.

F. Upon Annexation and for twenty years thereafter, but only with respect to the parcel described in **Exhibit A** and only with respect to Property's present owner, the Janet Marcia Jones Currie Individual Trust, the Village shall 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, unless said Property is sold, divided, or developed. Owner shall submit a copy of its tax bill to the Village each year so the Village can properly abate the taxes owed. If Owner fails to submit a copy of the tax bill for a tax year, then Owner shall not be entitled to reimbursement for taxes paid in that year. If the Property is sold, divided, or otherwise developed by Owner during the term of this Agreement, the Village's property tax rebate obligation will cease with respect to that portion of the Property.

G. Upon Annexation, but only with respect to the parcel described in **Exhibit A** and only with respect to Property's present owner, any provisions of the Village Code which would restrict Owner from owning horses or operation of a stable, burning brush or yard waste as a result of stable operations, or other agricultural uses, including all types of livestock, including chickens, shall be waived by the Village as to Owner for the parcel described in **Exhibit A**. However, Chapter 97 (Fire Prevention), Section 97.01, Subsections (C), (D)(5), and (E)(2) shall not be waived and shall remain applicable to Owner.

H. Upon Annexation, but only with respect to the parcel described in **Exhibit A** and only with respect to Property's present owner, any provisions of the Village Code, with the exception of Chapter 157 regarding Unsafe Buildings, which would restrict Owner from maintaining or using the following structures, currently existing on the Property, shall be waived by the Village as to Owner with regard to the parcel described in **Exhibit A**:

- i. farm house;
- ii. detached vehicle garage;
- iii. smoke house;
- iv. small lawn storage shed;
- v. barn;
- vi. tack room (next to barn);
- vii. small rental house;
- viii. horse shelter(s); and,
- ix. storage shed behind rental house.

I. Upon Annexation, but only with respect to the parcel described in **Exhibit A** and only with respect to Property's present owner, any provisions of the Village Code, with the exception of Chapter 157 regarding Unsafe Buildings, which would restrict Owner from building or using the following structure(s), currently planned for the Property, shall be waived by the Village as to Owner with regard to the parcel described in **Exhibit A**:

- i. additional horse shelters.

2. ZONING.

Owner, as a condition of this Agreement, desires that the Property be zoned P-1. At the time of or within 45 days of annexation, the Village agrees to zone the property P-1, or the classification that nearest resembles the zoning classification in effect at the time of annexation to the Village, subsequent to, and subject to, any public hearings required by the Village Code and the Illinois Municipal Code. If the Village Board does not approve a zoning change of the property to P-1 within 45 days of annexation, then Owner shall be free to de-annex from the Village.

3. BINDING EFFECT OF COVENANTS AND AGREEMENTS

The covenants and agreements contained in the Agreement—with the exception of items 1(F), 1(G), 1(H), and 1(I)—shall be deemed to be covenants running with the land during the term of this Agreement, and shall inure to the benefit and be binding upon the heirs, successors, and assigns of the parties hereto.

4. 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

Christopher Currie, Trustee	Elizabeth Lovegrove, Trustee	Andrew Currie, Trustee
_____	8594 Lakewood Dr.	_____
_____	Chatham, IL	_____
_____	62629	_____

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

5. 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.

6. 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

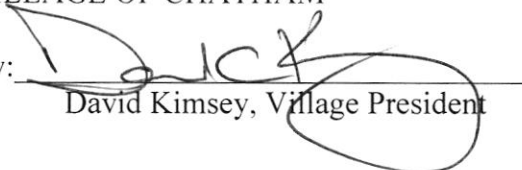
parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

- 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 it is the record and beneficial owner 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. Owner. For purposes of this Agreement, the present Owner of the property is the Janet Marcia Jones Currie Individual Trust with its current co-trustees and beneficiaries. Any change in the actual owner, or in the majority of co-trustees or beneficiaries, with the exception of a change to the direct lineal descendants of Alexander James Jones III, shall be deemed a change in ownership with regard to the entire Agreement, and in particular with regard to Section 1(F), 1(G), 1(H), and 1(I).

EXECUTED and ADOPTED this 12 day of June, 2018, at Chatham, Illinois.

VILLAGE OF CHATHAM

By: 
David Kimsey, Village President

Attest:

By: 
Village Clerk

OWNER:

Date

CHRISTOPHER CURRIE, as co-trustee of the
Janet Marcia Jones Currie Individual Trust

3-29-18
Date


ELIZABETH LOVEGROVE, as co-trustee of
the Janet Marcia Jones Currie Individual Trust

Date

ANDREW CURRIE, as co-trustee of the
Janet Marcia Jones Currie Individual Trust

EXHIBIT A
LEGAL DESCRIPTION

PIN: 29-09.0-400-033

Address: 8594 Lakewood Dr, Chatham, IL 62629

The East half of Section 9, Township 14 North, Range 5 West of the Third Principal Meridian, lying South of Lake Knolls and North of Chatham Road and East of and adjacent to Lakewood Drive, except part of the East half of Section 9, Township 14 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, described as follows: from the Northeast corner of the Northeast quarter of the Southeast quarter of said Section 9; thence South 87 degrees 40 minutes 2 seconds West, 45.81 feet to the point of beginning; thence South 0 degrees 48 minutes 48 seconds East, 268.77 feet; thence South 1 degrees 37 minutes 57 seconds West, 359.41 feet; thence South 87 degrees 58 minutes 34 seconds West, 388.50 feet; thence North 0 degrees 44 minutes 29 seconds West, 762.77 feet; thence North 87 degrees 58 minutes 34 seconds East, 402.99 feet; thence South 0 degrees 48 minutes 48 seconds East, 135.21 feet to the point of beginning, containing 7.0 acres, more or less. (approximately 30.29 acres)

EXHIBIT B
LEGAL DESCRIPTION

PIN: 29-10.0-300-010

PT W 1/2 SW 1/4 (EX S 300')
10-14-5

Consisting of approximately 51.12 acres more or less

EXHIBIT C
LEGAL DESCRIPTION

PIN: 29-10.0-300-011

Address: 249 New City Rd, Chatham, IL 62629

S 300' OF PT SW 1/4 SW 1/4
10-14-5

Consisting of approximately 7.1 acres more or less

EXHIBIT D
LEGAL DESCRIPTION

PIN: 29-09.0-400-020

NW COR W 1/2 NW SE

Consisting of approximately 1 acre more or less

EXHIBIT E
LEGAL DESCRIPTION

PIN: 29-09.0-400-032

PT S PT SW 1/4 SE 1/4
9-14-5

Consisting of approximately 6.64 acres more or less





* 2 0 1 8 R 1 2 4 0 0 *

2018R12400

06/19/2018 10:35AM

REC FEE: 81.00

TOTAL: \$81.00

PAGES: 56

DEBRA

JOSHUA A. LANGFELDER
SANGAMON COUNTY RECORDER

ANDREW CURRIE

**PETITION TO ANNEX CERTAIN TERRITORY
TO THE VILLAGE OF CHATHAM, ILLINOIS**

IN THE MATTER OF THE PETITION OF THE JANET MARCIA JONES CURRIE INDIVIDUAL TRUST TO THE BOARD OF TRUSTEES OF THE VILLAGE OF CHATHAM:

NOW COMES the Petitioner, JANET MARCIA JONES CURRIE INDIVIDUAL TRUST ("Petitioner"), and hereby petitions the Village of Chatham to annex the land described in **Exhibits A - E** ("Territory") to the Village of Chatham, Illinois and further states as follows:

1. The Petitioner is the owner of record of certain territory sought to be annexed to the Village of Chatham, Illinois.

2. The Territory consists of five separate parcels of land which are commonly described as:

Parcel A

PIN: 29-09.0-400-033
8594 Lakewood Dr. Chatham, IL 62629
Consisting of approximately 30.29 acres

Parcel B

PIN: 29-10.0-300-010
PT W ½ SW ¼ (EX S. 300')
10-14-4
Consisting of approximately 51.12 acres

Parcel C

PIN: 29-10.0-300-011
249 New City Rd. Chatham, IL 62629
S 300' of PT SW ¼ SW ¼
10-14-5
Consisting of approximately 7.1 acres

Parcel D

PIN: 29-09.0-400-020
NW COR W ½ NE SE
Consisting of approximately 1 acre

Parcel E

PIN: 29-09.0-400-032
PTS PT SW 1.4 SE ¼
9-14-5
Consisting of approximately 6.64 acres

3. The Territory is or will be contiguous to the Village of Chatham, Illinois.
4. The Territory meets the qualifications set forth in 65 ILCS 5/7-1-8 to be annexed into the Village.
5. This petition is signed by all current legal owners of the Territory.
6. There is one (1) elector, Elizabeth Lovegrove, residing within the Territory. This Petition is joined by 100% of the electors residing within the Territory.
7. The Territory is not part of any other adjoining Village or municipality.
8. That Petitioner desires that proper publication and notice be made in accord with the Illinois Municipal Code.
9. That an accurate map of the property to be annexed shall be furnished concurrent with the adoption of any annexation ordinance.
10. The annexation of this Territory is contingent upon the approval of the Annexation Agreement and the zoning requests contained therein, a draft of which is attached hereto as **Exhibit A**.
11. The undersigned, each being first duly sworn upon his or her separate oath, deposes and states that he or she has subscribed to the foregoing Petition for Annexation and has read the same before signing, and that the statements made herein are true and correct, and that all electors who reside upon the Territory join in this Petition to Annex.

WHEREFORE, the Petitioner, JANET MARCIA JONES CURRIE INDIVIDUAL TRUST, prays that the Board of Trustees pass an Ordinance to accept the territory proposed to be annexed, in accordance with and subject to the Annexation Agreement attached hereto, file with the County Clerk of Sangamon County the original Petition and a certified copy of the Ordinance, and record a copy of the Ordinance the Ordinance and an accurate map of the annexed territory with the Sangamon County Recorder.

[SIGNATURES ON FOLLOWING PAGE]

OWNER:

_____ Date CHRISTOPHER CURRIE, as co-trustee of the
Janet Marcia Jones Currie Individual Trust

_____ Date ELIZABETH LOVEGROVE, as co-trustee of
the Janet Marcia Jones Currie Individual Trust

4/10/2018 _____ *Andrew Currie*
Date ANDREW CURRIE, as co-trustee of the
Janet Marcia Jones Currie Individual Trust

ELECTOR:

_____ Date ELIZABETH LOVEGROVE, as the sole elector
residing in the Territory

COUNTY OF SANGAMON)
) SS
STATE OF ILLINOIS)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that CHRISTOPHER CURRIE, 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, said instrument under oath as his free and voluntary act for uses and purposes therein set forth, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2018.

_____ Notary Public

Commission Expires _____

(SEAL)

COUNTY OF SANGAMON)
) SS
STATE OF ILLINOIS)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that ELIZABETH LOVEGROVE, 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, said instrument under oath as her free and voluntary act for uses and purposes therein set forth, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2018.

Notary Public

Commission Expires _____

(SEAL)

COUNTY OF SANGAMON)
) SS
STATE OF ILLINOIS)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that ANDREW CURRIE, 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, said instrument under oath as his free and voluntary act for uses and purposes therein set forth, for the uses and purposes therein set forth.

Given under my hand and official seal this 10th day of April, 2018.

Holly C Johnson
Notary Public

Commission Expires 7/23/18

(SEAL)

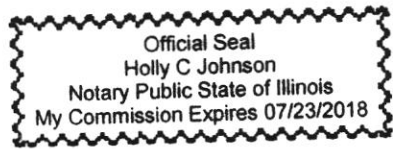


EXHIBIT A

ANNEXATION AGREEMENT

Pursuant to legislative authorization found in Article 11 Division 15.1 of the Illinois Municipal Code 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 Christopher Currie, Elizabeth Lovegrove, and Andrew Currie, as co-trustees of the Janet Marcia Jones Currie Individual Trust, 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 real property, hereinafter referred to as the "Property" and legally described in **Exhibits A-E**, which are attached hereto and made a part hereof by this reference; and

WHEREAS, the Owner is desirous of having the Property, together with all public roadways adjacent thereto or contained therein, annexed to the Village and the Village is desirous of annexing said Property and roadways; and

WHEREAS, the Property is not within the corporate limits of any municipality; and

WHEREAS, the parcel described in **Exhibit A** is contiguous to the Village but the rest of the Property is not yet contiguous to the corporate limits of the Village; and

WHEREAS, the Owner is desirous of having the Property zoned P-1 upon annexation to the Village; and

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

WHEREAS, all notices required to be given under the Illinois Municipal Code to enter into this Agreement have been given.

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.

A. The Owner shall file with the Village a duly executed Petition for Annexation, in accordance with the provisions of Illinois Municipal Code Section 7-1-8 (65 ILCS 5/7-1-8).

B. After the Owner's filing of a duly executed Petition for Annexation, and when the Property becomes contiguous to the Village, the Village shall pass an Ordinance annexing the Property into the Village, pursuant to the terms and conditions of this Agreement.

C. Upon Annexation, the Village shall permit the Owner to receive water service from the Village, pursuant to the Village of Chatham Code of Ordinances ("Village Code").

D. Upon Annexation, the Village shall charge Owner water rates equivalent to the rate charged to similar properties situated within the corporate limits of the Village.

E. Upon Annexation, the Village shall provide police protection to the Property.

F. Upon Annexation and for twenty years thereafter, but only with respect to the parcel described in **Exhibit A** and only with respect to Property's present owner, the Janet Marcia Jones Currie Individual Trust, the Village shall 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, unless said Property is sold, divided, or developed. Owner shall submit a copy of its tax bill to the Village each year so the Village can properly abate the taxes owed. If Owner fails to submit a copy of the tax bill for a tax year, then Owner shall not be entitled to reimbursement for taxes paid in that year. If the Property is sold, divided, or otherwise developed by Owner during the term of this Agreement, the Village's property tax rebate obligation will cease with respect to that portion of the Property.

G. Upon Annexation, but only with respect to the parcel described in **Exhibit A** and only with respect to Property's present owner, any provisions of the Village Code which would restrict Owner from owning horses or operation of a stable, burning brush or yard waste as a result of stable operations, or other agricultural uses, including all types of livestock, including chickens, shall be waived by the Village as to Owner for the parcel described in **Exhibit A**. However, Chapter 97 (Fire Prevention), Section 97.01, Subsections (C), (D)(5), and (E)(2) shall not be waived and shall remain applicable to Owner.

H. Upon Annexation, but only with respect to the parcel described in **Exhibit A** and only with respect to Property's present owner, any provisions of the Village Code, with the exception of Chapter 157 regarding Unsafe Buildings, which would restrict Owner from maintaining or using the following structures, currently existing on the Property, shall be waived by the Village as to Owner with regard to the parcel described in **Exhibit A**:

- i. farm house;
- ii. detached vehicle garage;
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- iv. small lawn storage shed;
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- viii. horse shelter(s); and,
- ix. storage shed behind rental house.

I. Upon Annexation, but only with respect to the parcel described in **Exhibit A** and only with respect to Property's present owner, any provisions of the Village Code, with the exception of Chapter 157 regarding Unsafe Buildings, which would restrict Owner from building or using the following structure(s), currently planned for the Property, shall be waived by the Village as to Owner with regard to the parcel described in **Exhibit A**:

- i. additional horse shelters.

2. ZONING.

Owner, as a condition of this Agreement, desires that the Property be zoned P-1. At the time of or within 45 days of annexation, the Village agrees to zone the property P-1, or the classification that nearest resembles the zoning classification in effect at the time of annexation to the Village, subsequent to, and subject to, any public hearings required by the Village Code and the Illinois Municipal Code. If the Village Board does not approve a zoning change of the property to P-1 within 45 days of annexation, then Owner shall be free to de-annex from the Village.

3. BINDING EFFECT OF COVENANTS AND AGREEMENTS

The covenants and agreements contained in the Agreement—with the exception of items 1(F), 1(G), 1(H), and 1(I)—shall be deemed to be covenants running with the land during the term of this Agreement, and shall inure to the benefit and be binding upon the heirs, successors, and assigns of the parties hereto.

4. 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

Christopher Currie, Trustee	Elizabeth Lovegrove, Trustee	Andrew Currie, Trustee
_____	_____	<u>4933 McPHERSON AVE.</u>
_____	_____	<u>APARTMENT F</u>
_____	_____	<u>ST. LOUIS, MO 63108</u>

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

5. 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.

6. GENERAL PROVISIONS

The following general provisions shall apply to this Agreement:

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- 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

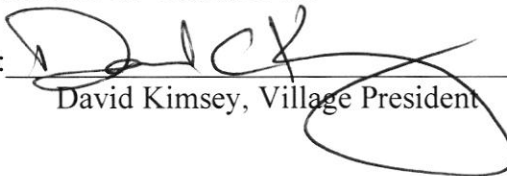
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- I. Exhibits. The Exhibits attached to this Agreement are, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.
- 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 it is the record and beneficial owner 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. Owner. For purposes of this Agreement, the present Owner of the property is the Janet Marcia Jones Currie Individual Trust with its current co-trustees and beneficiaries. Any change in the actual owner, or in the majority of co-trustees or beneficiaries, with the exception of a change to the direct lineal descendants of Alexander James Jones III, shall be deemed a change in ownership with regard to the entire Agreement, and in particular with regard to Section 1(F), 1(G), 1(H), and 1(I).

EXECUTED and ADOPTED this 12 day of June, 2018, at Chatham, Illinois.

VILLAGE OF CHATHAM

By: 
David Kimsey, Village President

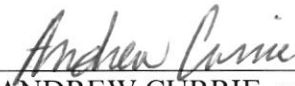
Attest:

By: 
Village Clerk

OWNER:

Date CHRISTOPHER CURRIE, as co-trustee of the
Janet Marcia Jones Currie Individual Trust

Date ELIZABETH LOVEGROVE, as co-trustee of
the Janet Marcia Jones Currie Individual Trust

4/10/2018
Date 
ANDREW CURRIE, as co-trustee of the
Janet Marcia Jones Currie Individual Trust

10th day of April, 2018.

 7/23/18


EXHIBIT A
LEGAL DESCRIPTION

PIN: 29-09.0-400-033

Address: 8594 Lakewood Dr, Chatham, IL 62629

The East half of Section 9, Township 14 North, Range 5 West of the Third Principal Meridian, lying South of Lake Knolls and North of Chatham Road and East of and adjacent to Lakewood Drive, except part of the East half of Section 9, Township 14 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, described as follows: from the Northeast corner of the Northeast quarter of the Southeast quarter of said Section 9; thence South 87 degrees 40 minutes 2 seconds West, 45.81 feet to the point of beginning; thence South 0 degrees 48 minutes 48 seconds East, 268.77 feet; thence South 1 degrees 37 minutes 57 seconds West, 359.41 feet; thence South 87 degrees 58 minutes 34 seconds West, 388.50 feet; thence North 0 degrees 44 minutes 29 seconds West, 762.77 feet; thence North 87 degrees 58 minutes 34 seconds East, 402.99 feet; thence South 0 degrees 48 minutes 48 seconds East, 135.21 feet to the point of beginning, containing 7.0 acres, more or less. (approximately 30.29 acres)

EXHIBIT B
LEGAL DESCRIPTION

PIN: 29-10.0-300-010

PT W 1/2 SW 1/4 (EX S 300')
10-14-5

Consisting of approximately 51.12 acres more or less

EXHIBIT C
LEGAL DESCRIPTION

PIN: 29-10.0-300-011

Address: 249 New City Rd, Chatham, IL 62629

S 300' OF PT SW 1/4 SW 1/4

10-14-5

Consisting of approximately 7.1 acres more or less

EXHIBIT D
LEGAL DESCRIPTION

PIN: 29-09.0-400-020

NW COR W 1/2 NW SE

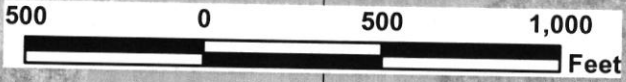
Consisting of approximately 1 acre more or less

EXHIBIT E
LEGAL DESCRIPTION

PIN: 29-09.0-400-032

PT S PT SW 1/4 SE 1/4
9-14-5

Consisting of approximately 6.64 acres more or less



D

29090400020

LAKEMOOD

A

29090400033

CHATHAM

SHADY OAKS
HIDDEN MEADOW
SWEETBRIAR
MEADOW

29090400032

E

TURTLE COVE
LILAC
PRAIRIE GRASS
SUNFLOWER
TWIN OAKS

PALM

OLD RT 66

I 55

IRON HORSE

LATIGO

POST

BRIDLE PATH

29100300010

B

I 55

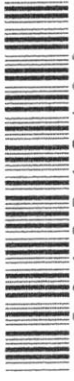
29100300011

C

NEW CITY

FOX CREEK

OLD INDIAN



* 2018R12400 *

2018R12400

06/19/2018 10:35AM

REC FEE: 81.00

TOTAL: \$81.00

PAGES: 56

DEBRA

JOSHUA A. LANGFELDER
SANGAMON COUNTY RECORDER