



DocId:8812237

Tx:4561014

RETURN TO:

ENW.

CLERK, CITY OF TROY
116 E. MARKET
TROY, IL 62294

2022R20063
STATE OF ILLINOIS
MADISON COUNTY
06/14/2022 10:47 AM
DEBRA D. MING-MENDOZA
CLERK & RECORDER
REC FEE: 50.00
CO STAMP FEE:
ST STAMP FEE:
FF FEE:
RHSPS FEE:
OF PAGES: 16

CITY OF TROY
ORDINANCE 2022 - 16

50.00 CTY

AN ORDINANCE AUTHORIZING THE EXECUTION OF A WATER SERVICE AND
PRE-ANNEXATION AGREEMENT (68 LAKE SHORE)

ADOPTED BY THE CITY COUNCIL OF THE CITY OF TROY, ILLINOIS
THIS 6th DAY OF JUNE, 2022

ORDINANCE NO. 2022-16

AN ORDINANCE AUTHORIZING THE EXECUTION OF A WATER SERVICE AND
PRE-ANNEXATION AGREEMENT

WHEREAS, it is in the best interest of the City of Troy ("City"), Madison County, Illinois, to enter into an Agreement for Water Service and Pre-Annexation pertaining to the property owned by Rosemary Gabriel, (Twin Lakes Resub Lot 68 & 69; PPID 09-2-22-10-11-201-014), and commonly known as 68 Lake Shore Drive, Troy, Illinois 62294; and

WHEREAS, an Agreement for Water Service and Pre-Annexation has been drafted, a copy of which is attached hereto and incorporated herein; and

WHEREAS, the Petitioner is described in the aforesaid Agreement and/or the legal owner of record of the territory which is the subject of said Agreement is ready, willing, and able to enter said Agreement and to perform the obligations as required thereunder; and

WHEREAS, the City did, on the 6th day of June, 2022, hold and conduct a public hearing pursuant to notice and statute; and

WHEREAS, all other statutory requirements set forth by 65 ILCS 5/11 pertaining to Annexation Agreements have been met.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF TROY, COUNTY OF MADISON, STATE OF ILLINOIS, as follows:

SECTION 1: That the Mayor is hereby authorized and directed to execute the Agreement for Water Service and Pre-Annexation and the City Clerk is authorized and directed to attest the same and affix thereto the Corporate Seal of the City.

SECTION 2: That 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 by the City Council of the City of Troy, Illinois, the 6th day of June, 2022 by at least a vote of two-thirds of the corporate authorities of the City of Troy, Illinois.

Aldermen:	Dawson	<u>AYE</u>	Italiano	<u>ABSENT</u>	Total:	<u>7</u>	Ayes
	Flint	<u>AYE</u>	Knoll	<u>AYE</u>		<u>0</u>	Nays
	Hellrung	<u>AYE</u>	Manley	<u>AYE</u>			
	Henderson	<u>AYE</u>	Turner	<u>AYE</u>			


APPROVED by the Mayor of the City of Troy, Illinois, the 6th day of June, 2022.

ATTEST:


Kim Thomas
City Clerk, City of Troy, Illinois

(SEAL)

APPROVED:


David Nonn
Mayor, City of Troy, Illinois

**PRE-ANNEXATION
REQUIREMENTS**

Gave to
Andrea
3/28/22
TH

**Petitioners Must Furnish All of the Following Information with
Their Agreement for Water Service and Pre-annexation**

- 1) Full names, addresses and phone numbers of ALL owners of record. *Please note all owners are required to sign the agreement.*
☐ If property is owned by a corporation, a resolution from the corporation authorizing named individuals to sign the agreement is required.
☐ If the Petitioner is involved in a partnership, all partners are required to sign the agreement.
- 2) A copy of the most recent warranty deed or quit claim deed as evidence demonstrating the owners of record.
- 3) Proper legal description.
- 4) Map of property. *(This will be furnished by the City.)*

Initial water service will be provided upon receipt of completed application for water service. In order for water service to be continued Petitioners have until April 3 2022 to return the attached "Agreement for Water Service and Pre-annexation" with all required documentation as noted above. If this agreement is not returned by the previously stated date, water service will be discontinued until such time as the completed agreement is returned to the City.

We, the undersigned property owner(s), agree to the foregoing and agree to provide the City of Troy with a completed Agreement for Water Service and Pre-Annexation along with required documentation by April 3 2022.

Property Address: 68 LAKE SHORE DR

Signed: Rosemary F. Gabriel Dated: 3-3-22
(Property Owner)

Signed: _____ Dated: _____
(Property Owner)

Accepted by: David Nonn
(City of Troy Representative)
DAVID NONN, MAYOR

CITY OF TROY, ILLINOIS

AGREEMENT FOR WATER SERVICE AND PRE-ANNEXATION

This Agreement made by and between the City of Troy, Illinois, a municipal corporation, hereinafter referred to as "City" and the undersigned owner(s), hereinafter referred to as "Petitioners".

WHEREAS, Petitioners are the owner(s) of record of all lands within the territory legally described in Exhibit A, which is attached hereto and incorporated herein by reference, and

WHEREAS, Petitioners are desirous of obtaining water from the City and further desirous of annexing said territory to the City as soon as said annexation can be legally and practicably accomplished, all in order that Petitioners can obtain the benefit of various City services, including, but not limited to, police protection, snow removal, water and sewer services and others, and

WHEREAS, the described territory is not now contiguous to the boundaries of the City, thus precluding an immediate annexation of said territory, and

WHEREAS, the City is desirous of expanding its boundaries through annexation, and

WHEREAS, Petitioners have requested that the City execute this Agreement for Water Service and Pre-Annexation and commit itself to the terms and provisions hereof, and

WHEREAS, the Mayor and City Council of the City have determined that the future annexation of the above-referenced territory would benefit the City and its citizens and coincide with the long range planning and development goals of the City, and

WHEREAS, the City Council of the City did, on the 16TH day of JUNE, 2022, hold and conduct a public hearing pursuant to notice and statute at which time any proponents or opponents to the terms of the Agreement for Water Service and Pre-Annexation were heard in such public hearing, and

WHEREAS, at its meeting on the 16TH day of JUNE, 2022, the corporate authorities of the City did by vote of 7 to 0, authorize its appropriate officials to execute said Agreement for Water Service and Pre-Annexation on behalf of the City.

NOW, THEREFORE, the parties to this Agreement do hereby mutually acknowledge and agree as follows:

1. That the City of Troy will permit the Petitioners to connect to the water system of the City at the place and at the manner determined by the Water and Sewer Superintendent upon payment of the required fee, charges and deposits.
2. That water will be furnished to Petitioners at the rate as may from time to time be established by the Mayor and City Council of the City.
3. That Petitioners will pay for water furnished by the City at the rates for water service furnished to properties outside the City limits as established by Ordinance as long as this Agreement remains in effect.
4. That the City assumes no liability for either the supply or the pressure of the water to be furnished to the Petitioners.
5. That Petitioners will provide, install and maintain at their own cost and expense all necessary easements, pipes and attachments from the point of tap-on, and the plans and specifications for said work and performance of the same shall be subject to the approval of and done to the satisfaction of the Director of Public Works of the City.
6. That Petitioners shall at no time permit any other person, corporation, partnership or other entity to attach to the pipe or pipes authorized herein.
7. That at such time in the future as the boundaries of the City become contiguous to the territory herein referenced, the undersigned Petitioners, for themselves, their heirs, successors and assigns, in consideration of the foregoing, and the furnishing of water hereunder, that they shall, upon written request of the City, petition the City for annexation and shall execute all documents necessary to effect that end, and the City, by its duly authorized representatives, shall thereupon act as to cause and effect said annexation through Ordinance or otherwise, pursuant to the Illinois Municipal Code, Section 7-1-8 as amended, or by any means or methods of annexation then available and authorized by law.
8. That Petitioners, for themselves, their heirs, successors and assigns, agree that at such time as annexation becomes possible, that Petitioners, for themselves, their heirs, successors and assigns, will be responsible to pay for preparation of the Petitions and all other documents needed to perfect the annexation, including reasonable attorney's fees and a fee for preparation of the annexation map.

9. That this Agreement shall be binding upon the parties hereto, their heirs, successors and assigns, for a period of twenty (20) years from date hereof. This Agreement shall be subject to a request for renewal prior to expiration if Petitioners still require City water.
10. That this Agreement shall constitute a covenant running with the land and shall supersede all previous contracts or agreements between the parties hereto relative to water supply and annexation of Petitioner's property.
11. That upon the execution of the Agreement, a copy thereof, shall be caused to be filed in the office of the Recorder of Deeds, Madison County, Illinois, so as to put on notice any and all persons having an interest herein that this Agreement is intended to, and does in fact constitute a covenant running with the land and is thereby binding upon each of the undersigned, their heirs, agents, assigns, transferees, grantees, and successors.

Rosemary Gabriel Rosemary Gabriel 3/23/22
Owner Signature Printed Name Date Signed

Owner Signature

Printed Name

Date Signed

DATED this 6TH day of JUNE, 2022.

CITY OF TROY, ILLINOIS:

Ralph M.
Mayor, City of Troy

Kimberly Thomas
City Clerk, City of Troy

**WARRANTY DEED
STATUTORY**

Mail Tax Statement To:
(Name and address)

Rosemary Gabriel
68 Lake Shore Dr.
Troy, IL 62294



DocId:874492
Tx:4550731

2022-10-11
STATE OF ILLINOIS
MADISON COUNTY
TROY, ILL 62294
JERRY D. KING RECORDS
CLERK & RECORDER
RE: FEES: \$15.00
OF GRANT FEE: \$25.00
OF GRANT FEE: \$25.00
-SFS FEE: \$1.00
-SFS FEE: \$1.00

This space for use of Recorder

60.0000.211

Name of Grantor(s)

Simple Solutions Realty, LLC, an Illinois Limited Liability Company

for and in consideration of Ten Dollars and other good and valuable consideration in hand paid, conveys and warrants to:

Name and Address of Grantee(s)

Rosemary Gabriel

the following described real estate:

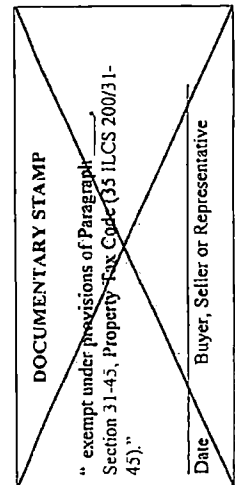
Lots Numbered Sixty-eight (68) and Sixty-nine (69) in Twin Lakes, a Subdivision in the Southeast Quarter (SE 1/4) and Northeast Quarter (NE 1/4) of Section 10, Township 3 North, Range 7 West of the Third Principal Meridian, according to the Plat thereof recorded in the Recorder's Office of Madison County, Illinois Plat Book 23 Page 168. Excepting the coal and other minerals underlying said premises. Situated in Madison County, Illinois.

Permanent Index Number: 09-2-22-10-11-201-014

Note: For informational purposes only, the land is commonly known as:
68 Lake Shore Dr. Troy, IL 62294

Subject to 2021 general real estate taxes payable in 2022 and thereafter.
Subject to easements, reservations and restrictions, if any, of record.

Which is situated in the County of Madison in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this state.



Dated this 25th day of February, 2022

**Simple Solutions Realty, LLC, an Illinois
Limited Liability Company**

BY: [Signature]
Tim Dildine, Sole Member

STATE OF ILLINOIS)
) SS.
COUNTY OF MADISON)

I, Brenda Moore, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Tim Dildine of **Simple Solutions Realty, LLC, an Illinois Limited Liability Company** who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, as such Sole Member, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act and as the free and voluntary act of said limited liability company, being thereunto duly authorized, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 25th day of February, 2022.

[Signature]
Notary Public



This instrument was prepared by Faiq Mihlar, of Heavner, Beyers & Mihlar, LLC
P. O. Box 740, Decatur, IL 62525
Return to Maverick Title, LLC
145 South Water St., Decatur, IL 62523
WILL CALL
M 1503



AFFIDAVIT FOR PURPOSE OF PLAT ACT REQUIREMENTS (765 ILCS 205)
THIS IS A LEGAL DOCUMENT - CONSULT YOUR PRIVATE ATTORNEY
(County Zoning & Subdivision Ordinances May Also Apply)

ORIGINAL AFFIDAVIT REQUIRED FOR RECORDING, COPIES WILL NOT BE ACCEPTED

Affiant is the Grantor or is the Grantors authorized representative in a deed transferring interest in the real estate described in the accompanying deed. Affiant further states this transfer is exempt from the Illinois Plat Act because it is:

(Please check all that apply)

- ☒ A. NOT A DIVISION OF LAND (parcel lines unchanged) () C. DIVISION FOR TAXING PURPOSES ONLY (parcel lines change)
- () B. A DIVISION OF LAND THAT MEETS ONE OF THE FOLLOWING EXCEPTIONS TO THE PLAT ACT;

___ 1. A division or subdivision of land into tracts of five (5) acres or more not involving new streets or easements of access with a minimum of five (5) acres residue or Grandfathered under prior approved plat by Land Use Committee.

___ 2. A division of lots or blocks of less than one (1) acre in a recorded subdivision not involving new streets or easements of access.

___ 3. A sale or exchange of land between owners of adjoining and contiguous land.

___ 4. A conveyance of land for use as a right-of-way for public utilities and other pipelines not involving new streets or easements of access.

___ 5. A conveyance of land owned by a public utility not involving new streets or easements of access.

___ 6. A conveyance of land for highway or other public purpose or relating to a dedication of land or for vacation of land subject to a public use.

___ 7. A conveyance made to correct a description in prior conveyance.

___ 8. The sale or exchange of parcels of land following the division into no more than two (2) parts of a parcel existing on July 17, 1959, and not involving any new streets or easements of access.

___ 9. The sale of a single lot/tract less than five (5) acres from a larger tract. (Exception only applies to the 1st tract conveyed from a larger tract as it existed on October 1, 1973.) (The single tract of less than five (5) acres must have been surveyed by an Illinois Registered Land Surveyor whose survey must accompany the deed)

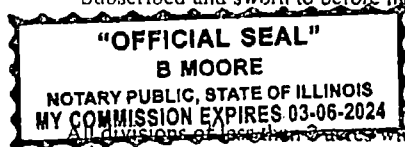
IF A IS MARKED ABOVE, APPROVAL BY THE MAPS & PLATS GIS DIVISION IS NOT REQUIRED.
IF B OR C IS MARKED ABOVE, APPROVAL BY THE MAPS & PLATS GIS DIVISION IS REQUIRED.

Under the penalties of perjury I swear that the statements contained here are true and correct.

NAME Tim Dikline SIGNATURE: [Signature] DATE: 2/25, 2022

(Please Print)

Subscribed and sworn to before me this 25th day of February, 2022



[Signature]
Notary Public

All divisions of land within the County jurisdiction must be reviewed by the
 Madison County Planning and Development Department

This affidavit only ensures the Recorder's Office compliance with the State Plat Act. If the property is located within a municipality or within 1.5 miles of a municipality, local ordinances may apply. ***If exception 9 is used,*** it is required that this land division be reviewed & approved by the participating municipality. Each municipality has five (5) business days to review deed(s) and return. If the five day limit expires, Maps & Plats will process the deed upon proof of date submitted to municipality.

Date Submitted to Municipality (s) _____ (Please check one) () Municipality Jurisdiction () County Jurisdiction

Municipality (s) with Jurisdiction: _____

Municipal Planning Official's Signature

Print Name

Date

Municipal Planning Official's Signature

Print Name

Date

END OF DOCUMENT

(Revised 8/11)

Property Information		
Parcel Number 09-2-22-10-11-201-014	Site Address 68 LAKE SHORE DR TROY, IL 62294	Owner Name & Address SIMPLE SOLUTIONS REALTY LLC 1514 RYDER CUP BLVD MARION, IL, 62959
Tax Year 2021 (Payable 2022) ▼		
Sale Status None	Neighborhood Code 0152	Land Use 0431 - Single Family - Residential
Property Class 0040 - IMPROVED LOTS	Tax Code 364 - #2; TROY FIRE; TRI-TWP PARK; LIB	Tax Status Taxable
Net Taxable Value 31,190	Tax Rate 7.080900	Total Tax \$2,208.56
Township 09-JARVIS	Acres 0.0000	Mailing Address
1977 Assessment 11,790	Lot Size	TIF Base Value 0
Legal Description TWIN LAKES RESUB LOT 68 & 69 110X157.5X IRR		

Property Sketches
<p>Converted Sketch</p> <p>Drawn by Apple Systems™</p>

Billing									
Installment	Date Due	Tax Billed	Penalty Billed	Cost Billed	Drainage Billed	Total Billed	Amount Paid	Date Paid	Total Unpaid
1	07/07/2022	\$552.14	\$0.00	\$0.00	\$0.00	\$552.14	\$0.00		\$552.14
2	09/07/2022	\$552.14	\$0.00	\$0.00	\$0.00	\$552.14	\$0.00		\$552.14
3	10/07/2022	\$552.14	\$0.00	\$0.00	\$0.00	\$552.14	\$0.00		\$552.14
4	12/07/2022	\$552.14	\$0.00	\$0.00	\$0.00	\$552.14	\$0.00		\$552.14
Total		\$2,208.56	\$0.00	\$0.00	\$0.00	\$2,208.56	\$0.00		\$2,208.56

Payment History			
Tax Year	Total Billed	Total Paid	Amount Unpaid
2021	\$2,208.56	\$0.00	\$2,208.56
2020	\$2,191.76	\$2,191.76	\$0.00
2019	\$2,145.04	\$2,145.04	\$0.00
Show 13 More			

Assessments						
Level	Homesite	Dwelling	Farm Land	Farm Building	Mineral	Total
DOR Equalized	11,450	30,740	0	0	0	42,190
Department of Revenue	11,450	30,740	0	0	0	42,190
Board of Review Equalized	11,450	30,740	0	0	0	42,190
Board of Review	11,150	29,950	0	0	0	41,100
S of A Equalized	11,150	29,950	0	0	0	41,100
Supervisor of Assessments	11,150	29,950	0	0	0	41,100
Township Assessor	11,150	29,950	0	0	0	41,100
Prior Year Equalized	11,150	29,950	0	0	0	41,100

Exemptions						
Exemption Type	Requested Date	Granted Date	Renewal Date	Prorate Date	Requested Amount	Granted Amount
Owner Occupied	9/9/2007	9/9/2007	3/17/2021		6,000	6,000
Senior Citizen	2/6/2015	2/6/2015	4/13/2021		5,000	5,000

Market Land Valuation					
Property Class	Description	Type	Sq. Ft.	Calc. Acres	Deed Acres
RES - Residential	REGULAR LOT	REGULAR	0	0.00	0.00

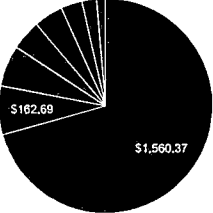
✚ Structure (1 of 1)

No Farmland Information

Parcel Owner Information		
Name	Tax Bill	Address
SIMPLE SOLUTIONS REALTY LLC	Y	1514 RYDER CUP BLVD MARION, IL, 62959

Sales History							
Year	Document #	Sale Type	Sale Date	Notes	Sold By	Sold To	Price
2022	2022R10233	Valid Sale	3/23/2022		SIMPLE SOLUTIONS REALTY LLC	ROSEMARY GABRIEL	\$250,000.00
2021	2021R31896	Valid Sale	7/29/2021		LESTER DAVIS	SIMPLE SOLUTIONS REALTY LLC	\$95,000.00
2015	2015R17232	Not Open Market	5/28/2015		LESTER LEE JR & KATHY SUE DAVIS	LESTER DAVIS	\$0.00
1983	1983052695	Unknown	5/20/1983	Book: 03249 Page: 824			\$0.00
1981	1981052694	Unknown	3/19/1981	Book: 03188 Page: 1435			\$0.00
1978	1978052693	Unknown	9/25/1978	Book: 03109 Page: 1381			\$0.00

Taxing Bodies		
District	Tax Rate	Extension
TRIAD CU #2	5.002800	\$1,560.37
MADISON COUNTY	0.521500	\$162.69
SW IL COLLEGE #522	0.442100	\$137.89
JARVIS ROAD & BRIDGE	0.321300	\$100.21
TROY FIRE	0.312600	\$97.50
TRI TOWNSHIP PARK	0.226900	\$70.77
TRI-TWNSHP LIBRARY DIST	0.159300	\$49.69
JARVIS TOWNSHIP	0.094400	\$29.44
TOTAL	7.080900	\$2,208.56



- TRIAD CU #2
- MADISON COUNTY
- SW IL COLLEGE #522
- JARVIS ROAD & BRIDGE
- TROY FIRE
- TRI TOWNSHIP PARK
- TRI-TWNSHP LIBRARY DIST
- JARVIS TOWNSHIP

No Permits

Legal Information

Legal 1

Legal Description

TWIN LAKES RESUB LOT 68 & 69 110X157.5X IRR

Disclaimer

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68 Lake Shore Dr



68 Lake Shore Drive



City of Troy

City of Troy

Service Layer Credits:

Author: Madison County GIS
Copyright: Madison County Government



Date: 6/3/2022
Time: 1:50:18 PM



Monday, June 6, 2022
Public Hearing Pre-Annexation #2 - 68 Lake Shore Dr

City of Troy

Public Hearing

The Meeting is held in the Council Chambers, City Municipal Building, 116 East Market Street, Troy, Illinois 62294

7:01 pm (or immediately following the previous Public Hearing)

A. Agenda Items

1. Call to Order and Pledge of Allegiance
2. Roll Call in Alphabetical Order
3. Presentation and Discussion: Pre-Annexation of 68 Lake Shore Dr (Permanent Parcel Number 09-2-22-10-11-201-014)
4. Request for Anyone Wishing to Speak During the Hearing to Sign In
5. Comments of Petitioner and/or Representative (or Attorney, if Present)
6. Public Comment
7. Discussion by the City Council
8. Adjournment

CERTIFICATION OF PUBLICATION

State of Illinois)
County of Madison)

THIS IS TO CERTIFY, that the notice which is a printed copy is hereto annexed, was published 1 times, once in each week for successive weeks in the TIMES-TRIBUNE, a newspaper of general circulation, published in the City of Troy, in said County and State, by Better Newspapers, INC and that the first insertion was made in the paper published on the 5th day of May 2022 A.D., and the last in the paper published on the 5th day of May 2022 A.D. and said the newspaper was regularly published for once a week.

Printer's Fees- \$ 16.80

TIMES - TRIBUNE

By _____

Troy, IL May 4th 2022 A.D.

**NOTICE OF PUBLIC
HEARING**

A Public Hearing will be held on Monday, June 6, 2022 at 7:01 p.m. (or immediately following the previous public hearing) at Troy City Hall, 116 E. Market Street, Troy, IL to hear the petition for Water Service and Pre-Annexation submitted by:

Rosemary Gabriel
68 Lake Shore Dr
Troy, IL 62294

(parcel no 09-2-22-10-11-201-014)

At this time any and all proponents or opponents to the terms of the Water Service and, Pre-annexation Agreement will be heard.

Kimberly Thomas
City Clerk
5/5c

END OF DOCUMENT