



DocId:18820287

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RETURN TO:

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

2022R24621
STATE OF ILLINOIS
MADISON COUNTY
07/25/2022 09:40 AM
DEBRA D. MING-MENDOZA
CLERK & RECORDER
REC FEE: 50.00
CO STAMP FEE:
ST STAMP FEE:
FF FEE:
RHSPS FEE:
OF PAGES: 13

CITY OF TROY

ORDINANCE 2022 – 25

50⁰⁰

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A WATER SERVICE AND
PRE-ANNEXATION AGREEMENT (29 Sequoia Drive)**

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF TROY, ILLINOIS
THIS 18th DAY OF JULY, 2022**

ORDINANCE NO. 2022-25

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 Jacob Opel and Cassie Opel, (Forest Ridge Est 1st Addn Lot 29; PPID 10-2-16-33-20-401-029), and commonly known as 29 Sequoia 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 18th day of July, 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 18th day of July, 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>AYE</u>	Total:	<u>8</u>	Ayes
	Flint	<u>AYE</u>	Knoll	<u>AYE</u>			
	Hellrung	<u>AYE</u>	Manley	<u>AYE</u>		<u>0</u>	Nays
	Henderson	<u>AYE</u>	Turner	<u>AYE</u>			

APPROVED by the Mayor of the City of Troy, Illinois, the 18th day of July, 2022.

ATTEST:


Kim Thomas
City Clerk, City of Troy, Illinois

APPROVED:


David Nonn
Mayor, City of Troy, Illinois

**PRE-ANNEXATION
REQUIREMENTS**

Gave TO
annex
4/26/22
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 _____ 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 _____.

Property Address: 29 Sequoia Dr. Troy, IL 62294

Signed: CORL
(Property Owner)

Dated: 3-28-22

Signed: [Signature]
(Property Owner)

Dated: 3-28-22

Accepted by: [Signature]
(City of Troy Representative)

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 18TH day of JULY, 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 18TH day of JULY, 2022, the corporate authorities of the City did by vote of 8 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.

Cope

Owner Signature

Cassie Opel

Printed Name

3-28-22

Date Signed

[Signature]

Owner Signature

Jacob Opel

Printed Name

3-28-22

Date Signed

DATED this 18TH day of JULY, 2022.

CITY OF TROY, ILLINOIS:

[Signature]

Mayor, City of Troy

[Signature]

City Clerk, City of Troy



Doma

File No. 15845-22-00973-IL

WARRANTY DEED

James Hoge, also known as James D. Hoge, Jr. by his Attorney-in-Fact, Kari G. Hoge and Kari G. Hoge, individually, each in their own right, husband and wife, of the City of Troy, State of Illinois (“Grantors”), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid, CONVEY AND WARRANT, to **Jacob Opel and Cassie Opel, husband and wife, as tenants by the entirety (“Grantees”)**, of 7406 Prairie Town Road, Worden, IL 62097, all interest in the following described real estate, with any improvements thereon situated in the County of Madison, State of Illinois (“Property”):

Lot 29 in First Addition to Forest Ridge Estates, a subdivision in the Southeast Quarter of Section 33, Township 4 North, Range 7 West of the Third Principal Meridian, according to the plat thereof recorded in Plat Cabinet 51, Page 81 in Madison County, Illinois.

Except any interest in the coal, oil, gas and other mineral rights underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil, gas and other minerals, if any.

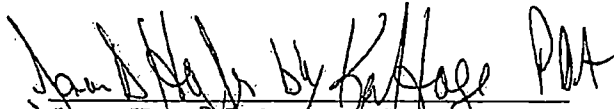
NOTE FOR INFORMATION:

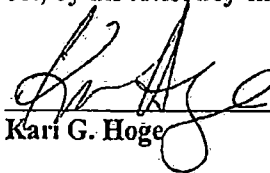
PPN: 10-2-16-33-20-401-029
c/k/a: 29 Sequoia Drive, Troy, IL 62294
Previous Deed Reference: Document No. 2015R30464

Subject, however, to the general taxes for the year of 2021, 2022 and thereafter, to all instruments, covenants, restrictions, conditions, exceptions and liens of record, and subject to the rights or claims of parties in possession under recorded leases, applicable zoning laws, ordinances, regulations or subdivision indentures, all mineral interest previously reserved or conveyed, and any facts or exceptions which an accurate survey or inspection of the property would show.

The Grantors hereby release and waive all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Notwithstanding the date of execution, this deed is effective as of the _____ day of _____, 2022.


James Hoge, also known as James D. Hoge,
Jr., by his Attorney-in-Fact, Kari G. Hoge


Kari G. Hoge


STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT **Kari G. Hoge, individually and acting as the Attorney-in-Fact for James Hoge also known as James D. Hoge, Jr.**, personally known to me to be the same person whose names is subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth, including the release and waiver of homestead.

Given under my hand and notarial seal this _____ day of _____, 2022.

Notary Public

Send Future Tax Bills to:


Jacob ~~Opel~~ and Cassie Opel
29 Sequoia Drive.
Troy, IL 62294

Return this document to:

Doma Insurance Agency of Illinois, Inc.
1 Bronze Pointe, Suite 1B
Swansea, IL 62226

The form of this instrument was prepared by:

Doreen Miller, Attorney
1 Bronze Point, Suite B
Swansea, IL 62226



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 Amelia Matheny SIGNATURE: [Signature] DATE: March 31, 2022
(Please Print)

Subscribed and sworn to before me this 31st day of March, 2022

Notary Public

All divisions of less than 2 acres 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

(Revised 8/11)



APPLICATION FOR HOMEOWNER (WATER / SEWER / TRASH)

City of Troy - 116 E. Market St. - Troy, Illinois 62294
Public Works Dept. (618) 667-9924 ext. 2

www.troyil.us

Everything Within Reach

ADDRESS: 89 Sequoia Dr. City: Troy Zip: 62294

LOCATION: ☐ In City Limits ☒ Outside City Limits / Pre-annex Agreement

CLOSING DATE: 3-31-21

CONTACT INFORMATION:

Applicant Name (First/ M.I. / Last): Cassie M. Opel Date of Birth (MM/DD/YYYY): 2/16/87

Home Phone Number: — Cell / Work Phone Number(s) 618-409-9273

ID/ Driver's License Number (State/Number): 0140-1138-7647 Email Address: Cassie.opel@gmail.com

Additional Contacts: (if they would like to be included on the bill)

Name: Jacob Opel Phone Number(s) 618-960-8974

FOR BILLING PURPOSES: (If different than address of service)

Address: _____ City: _____ State: _____ Zip: _____

Closing Date: _____

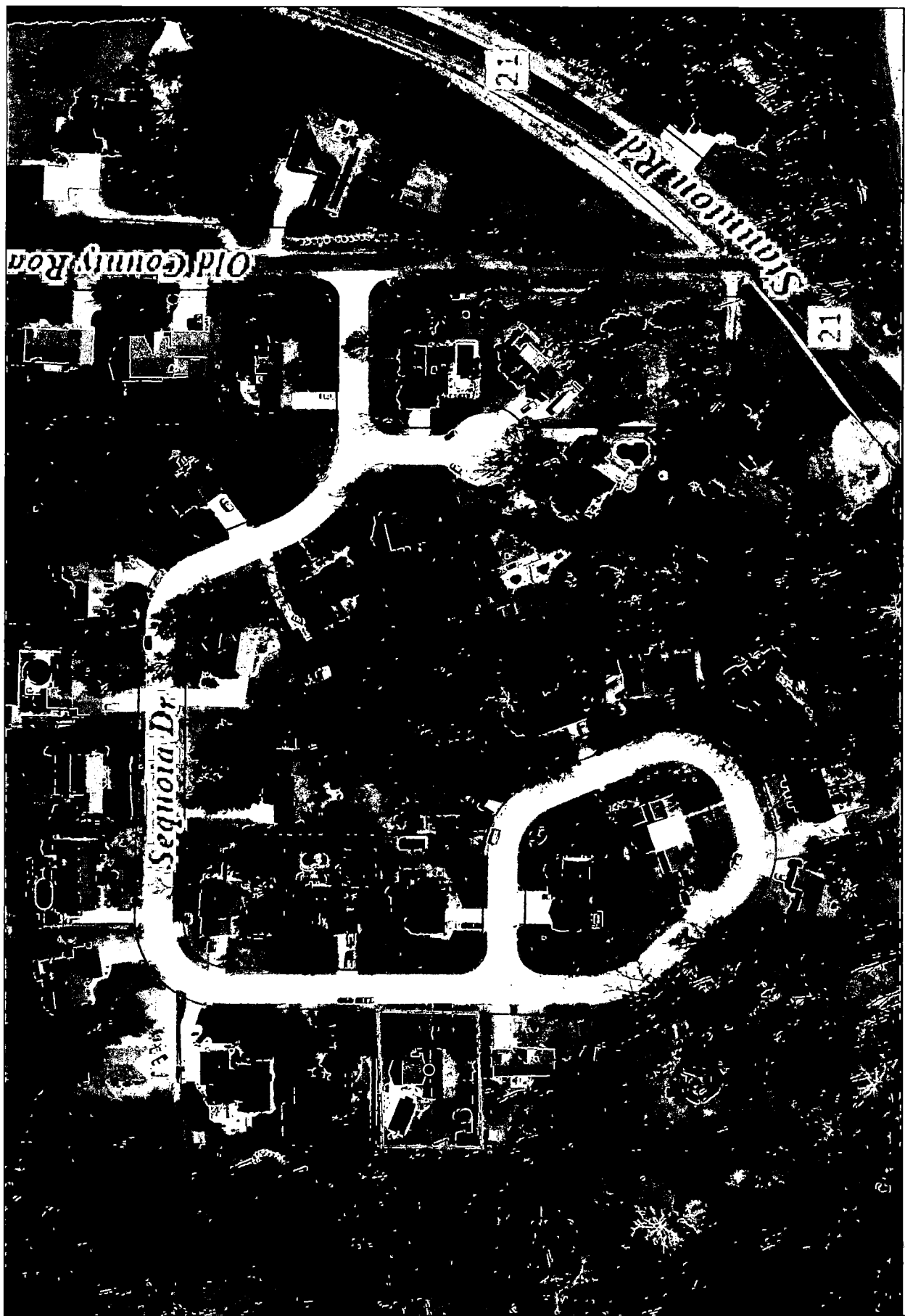
For the services requested, I agree to pay the City at the rates as prescribed in the effective schedule or schedules in the ordinance of the City as they exist from time to time and as amended, and to comply with the City's Rules and Regulations for such services.

I also agree to be responsible for all services used on said premises until forty-eight (48) hours after notice has been given at the Office of Administration to discontinue services.

I also agree to be responsible for all costs of collection incurred by the City, including collection agencies, court costs and attorneys' fees, to collect my account should it become delinquent.

Applicant Sign or Print: Copel [Signature] [Signature] Date: 3-28-21

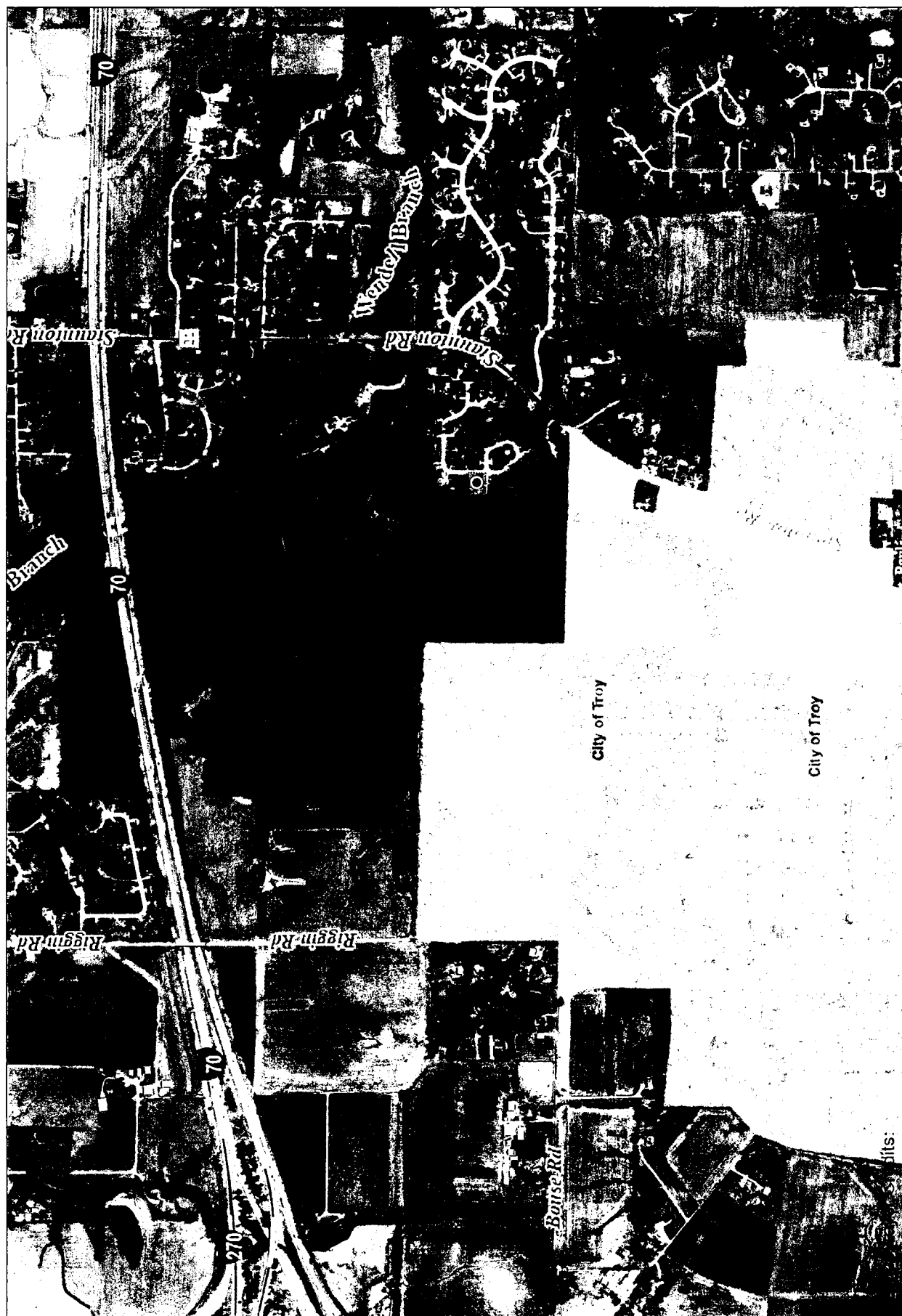
29 Sequoia Dr



Date: 6/20/2022
Time: 12:12:22 PM

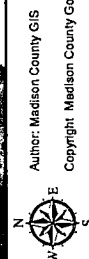
Author: Madison County GIS
Copyright: Madison County Government

29 Sequoia



Date: 6/21/2022
Time: 7:07:58 AM


0 475 950 1,900 2,850 3,800
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State of Illinois)
County of Madison)

Printer's Fees- \$ 15.20

TIMES - TRIBUNE

By 

Troy, IL June 29th 2022 A.D.

END OF DOCUMENT