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**PREPARED BY:**

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

*EW.*

2022R32926  
STATE OF ILLINOIS  
MADISON COUNTY  
10/11/2022 10:50 AM  
DEBRA D. MING-MENDOZA  
CLERK & RECORDER  
REC FEE: 50.00  
CO STAMP FEE:  
ST STAMP FEE:  
FF FEE:  
RHSPS FEE:  
# OF PAGES: 12

*50.00 CTY*

**CITY OF TROY**

**ORDINANCE 2022 – 32**

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**AN ORDINANCE AUTHORIZING THE EXECUTION OF A WATER SERVICE AND  
PRE-ANNEXATION AGREEMENT (13 Lake Drive)**

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**ADOPTED BY THE CITY COUNCIL OF THE CITY OF TROY, ILLINOIS  
THIS 6<sup>th</sup> DAY OF SEPTEMBER, 2022**

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**ORDINANCE NO. 2022-32**

**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 435 LLC (signer: Laura Tongyanpeng) (Twin Lakes Subd Lot 13; PPID 09-2-22-10-15-401-028), and commonly known as 13 Lake 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 6<sup>th</sup> day of September, 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.

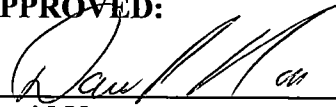
**SECTION 2:** That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

**PASSED** by the City Council of the City of Troy, Illinois, the 6<sup>th</sup> day of September, 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> |        |          |      |

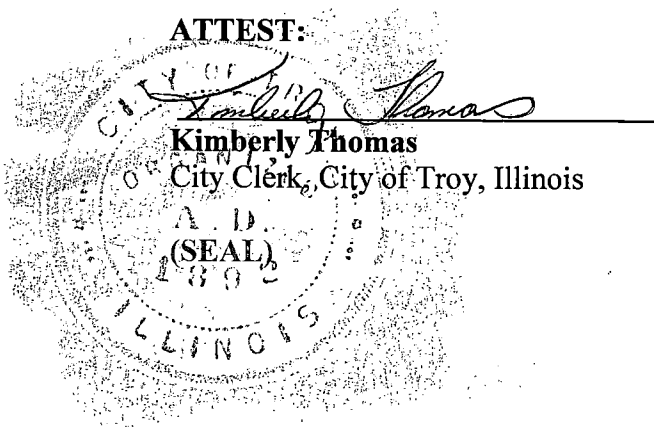
**APPROVED** by the Mayor of the City of Troy, Illinois, the 6<sup>th</sup> day of September, 2022.

**APPROVED:**

  
\_\_\_\_\_  
**David Nonn**  
Mayor, City of Troy, Illinois

**ATTEST:**

  
\_\_\_\_\_  
**Kimberly Thomas**  
City Clerk, City of Troy, Illinois





**Tuesday, September 6, 2022**  
**Public Hearing Pre-Annexation #1 - 13 Lake Drive**

**City of Troy**

**Public Hearing**

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

**6:15pm**

**A. Agenda Items**

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1. Call to Order and Pledge of Allegiance
2. Roll Call in Alphabetical Order
3. Presentation and Discussion: Pre-Annexation of 13 Lake Drive (Permanent Parcel Number 09-2-22-10-15-401-028)
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

**CITY OF TROY, ILLINOIS**  
**AGREEMENT FOR WATER SERVICE AND PRE-ANNEXATION**

Property Address: 13 Lake Drive

Resident: signer: Laura Tongyan peng Resident: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Email: \_\_\_\_\_ Email: \_\_\_\_\_

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 6<sup>th</sup> day of September, 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 6<sup>th</sup> day of September, 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 attorneys 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.

  
Owner Signature      LAURA TONGYAN,      05/16/2022  
Printed Name      PENG      Date Signed  
signer for 435 UC

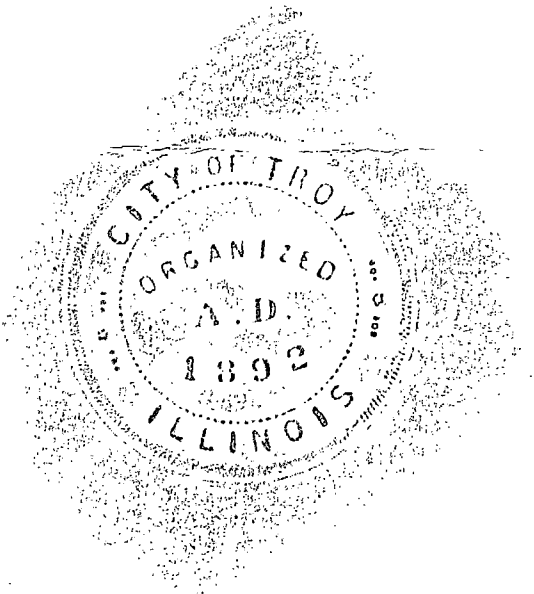
\_\_\_\_\_  
Owner Signature      Printed Name      Date Signed

DATED this 6th day of September, 20 22.

CITY OF TROY, ILLINOIS:

  
\_\_\_\_\_  
Mayor, City of Troy

  
\_\_\_\_\_  
City Clerk, City of Troy



**SPECIAL WARRANTY DEED**

**Mail to:**

435 LLC  
13308 Snowbell Ln,  
Moreno Valley, CA 92553

**Grantees Address and**

**Send subsequent**

**tax bills to:**

435 LLC  
13308 Snowbell Ln,  
Moreno Valley, CA 92553

**CHANGING THE BUYER WITHOUT SELLER'S WRITTEN CONSENT IS VOID**

THIS INDENTURE, made this 28 day of August, 2020, between **U.S. BANK NATIONAL ASSOCIATION AS SUCCESSOR BY MERGER TO FIRSTAR BANK, NATIONAL ASSOCIATION AS SUCCESSOR BY NAME CHANGE TO MERCANTILE BANK NATIONAL ASSOCIATION AS SUCCESSOR BY MERGER TO CENTRAL BANK**, created and existing under and by virtue of the laws of the United States of America and duly authorized to transact business in the State of Minnesota, party of the first part, and **435 LLC**, party of the second part. WITNESSETH, that the party of the first part, for and in consideration of the sum of \$10.00 (Ten dollars and no/100s) in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, and pursuant to authority of the Board of Directors, by these presents does GRANT, SELL, CONVEY AND WARRANT unto the party of the second part, and to their heirs and assigns, FOREVER, by, through and under Grantor only, but not otherwise, all the following described real estate, situated in the County of **MADISON** and the State of Illinois known and described as follows, to wit:

SEE ATTACHED LEGAL DESCRIPTION

SUBJECT TO ANY AND ALL COVENANTS, CONDITIONS, EASEMENTS, RESTRICTIONS AND ANY OTHER MATTERS OF RECORD.

Together with all hereditaments and appurtenances thereunder belonging, or in otherwise appertaining, and the reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the party of the first part, either in law or equity, of, in and to the above described premises, with the hereditament and appurtenances: TO HAVE AND HOLD the said premises as above described, with the appurtenances, unto the part of the second part, their heirs and assigns forever.

P.I.N. (S): 09-2-22-10-15-401-028  
ADDRESS(ES): 13 LAKE DR, TROY, IL 62294





LEGAL DESCRIPTION

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF  
MADISON, IN THE STATE OF ILLINOIS.

LOT 13 IN TWIN LAKES, A SUBDIVISION ACCORDING TO THE PLAT THEREOF  
RECORDED IN THE RECORDER'S OFFICE OF MADISON COUNTY, ILLINOIS IN PLAT  
BOOK 23, PAGE 168, SITUATED IN THE COUNTY OF MADISON AND THE STATE OF  
ILLINOIS.

P.I.N. (S): 09-2-22-10-15-401-028

ADDRESS(ES): 13 LAKE DR, TROY, IL 62294



## PRE-ANNEXATION REQUIREMENTS

### 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 6/20/2022 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 6/20/2022.

Property Address: 13 Lake Dr Troy IL

Signed: [Signature]  
(Property Owner)

Dated: 05/16/2022

Signed: \_\_\_\_\_  
(Property Owner)

Dated: \_\_\_\_\_

Accepted by: Jen Daniel  
(City of Troy Representative)

(LT/AL)

# 13 Lake Dr



Date: 9/3/2022  
Time: 7:47:56 AM



Author: Madison County GIS  
Copyright: Madison County Government



# CERTIFICATION OF PUBLICATION

State of Illinois )  
County of Madison )

THIS IS TO CERTIFY, that the notice which is published  
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 18<sup>th</sup> day  
of August 2022 A.D., and the last in the paper published  
on the 18<sup>th</sup> day of August 2022 A.D. and said  
the newspaper was regularly published for once a week.

Printer's Fees- \$

## TIMES - TRIBUNE

By Allison Kinney  
Troy, IL August 18<sup>th</sup> 2022 A.D.

### \*\*\*NOTICE OF PUBLIC HEARING\*\*\*

A Public Hearing will be held  
on Tuesday, September 6,  
2022 at 6:15p.m. at Troy City  
Hall, 116 E. Market Street,  
Troy, IL to hear the petition  
for Water Service and Pre-  
Annexation submitted by:  
435 LLC (signer: Laura  
Tongyanpeng) 13 Lake  
Drive, Troy, IL 62294.  
(Parcel No. 09-2-22-10-  
15-401-028) At this time  
any and all proponents or  
opponents to the terms of  
the Water Service and Pre-  
annexation Agreement will  
be heard.

City Clerk  
Kimberly Thomas  
8/18C

END OF DOCUMENT