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PREPARED BY:

EW

CITY OF TROY
116 E. MARKET
TROY, IL 62294

2022R32930
STATE OF ILLINOIS
MADISON COUNTY
10/11/2022 10:50 AM
DEBRA D. MING-MENDOZA
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CITY OF TROY

ORDINANCE 2022 – 36

AN ORDINANCE AUTHORIZING THE EXECUTION OF A WATER SERVICE AND
PRE-ANNEXATION AGREEMENT (1105 Antler Drive)

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

3

ORDINANCE NO. 2022-36

**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 Chris S and Laura A Woolverton (PT NE NE; PPID 09-1-22-20-00-000-002.010), and commonly known as 1105 Antler Drive, Troy, IL 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 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.

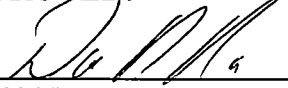
SECTION 2: That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED by the City Council of the City of Troy, Illinois, the 6th 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 6th day of September, 2022.

APPROVED:

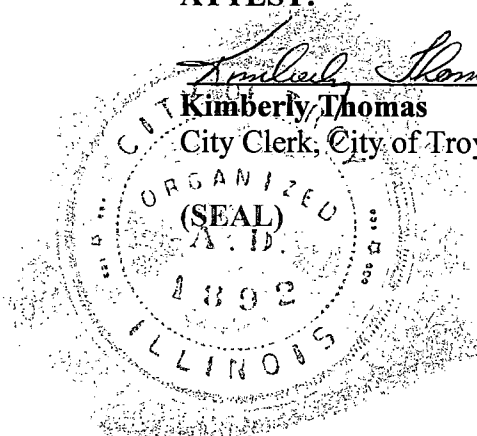


David Nonn
Mayor, City of Troy, Illinois

ATTEST:



Kimberly Thomas
City Clerk, City of Troy, Illinois





Tuesday, September 6, 2022
Public Hearing Pre-Annexation #5 - 1105 Antler Drive

City of Troy

Public Hearing

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

6:19 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 1105 Antler Drive (Permanent Parcel Number 09-1-22-20-00-000-002.010)
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: 1105 Antler Drive

Resident: Chris S Woolverton Resident: Laura J Woolverton

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 6th 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 6th 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.

Chris Woolvector

Owner Signature

Chris Woolvector

Printed Name

7/14/22

Date Signed

Laura Woolvector

Owner Signature

Laura Woolvector

Printed Name

7/14/22

Date Signed

DATED this 6th day of September, 20 22.

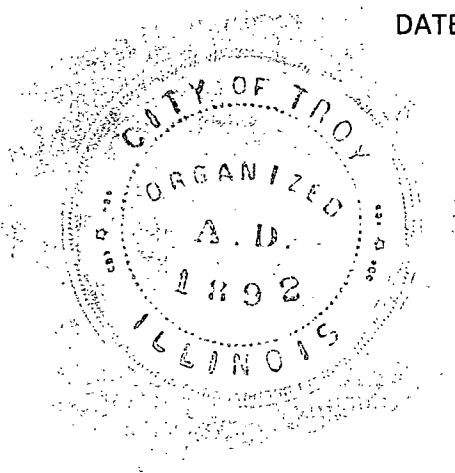
CITY OF TROY, ILLINOIS:

[Signature]

Mayor, City of Troy

[Signature]

City Clerk, City of Troy



WARRANTY DEED

139710

klk

THIS INDENTURE WITNESSETH, that the Grantor, PENN BUILDERS LLC, an Illinois Limited Liability Company, for and in consideration of One Dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, and pursuant to authority given by the Members and Managers of said Limited Liability Company, CONVEYS and WARRANTS to CHRIS S. WOOLVERTON AND LAURA J. WOOLVERTON,

Whose address is:

not as tenants in common, but as JOINT TENANTS the following described real estate, to wit:

A tract of land in the Northeast Quarter of Section 20, Township 3 North, Range 7 West of the Third Principal Meridian, Madison County, Illinois, being more particularly described as follows: Commencing at an iron rod at the Northeast corner of the Northeast Quarter of Section 20; thence South 0 degrees 09 minutes 06 seconds West (based on Grid North, Illinois State Plane Coordinate System, West Zone) along the East line of said Quarter Section 1154.71 feet to the Southeast corner of that tract conveyed to Bress by Deed recorded in Book 3545 on Page 338 of the Madison County records; thence South 89 degrees 52 minutes 54 seconds West along the South line of said Bress tract and along the South line of a tract conveyed to Poletti by Deed recorded in Book 3804 Page 555 on the Madison County records 1956.88 feet to an iron pipe; thence North 0 degrees 18 minutes 07 seconds West 438.55 feet to an iron pipe; thence North 66 degrees 56 minutes 20 seconds East 342.56 feet to the point of beginning of the tract herein described; thence South 70 degrees 18 minutes 18 seconds East 301.25 feet; thence South 44 degrees 48 minutes 17 seconds East 198.33 feet to an iron pipe; thence South 70 degrees 45 minutes 41 seconds West 272.33 feet to an iron pipe; thence South 89 degrees 52 minutes 11 seconds West 145.16 feet to an iron pipe; thence North 3 degrees 38 minutes 00 seconds West 332.97 feet to the point of beginning, as shown by plat of survey by Madison County Surveyors during February 1995, as recorded in Plat Cabinet 59 Page 123 of the Madison County records, (except coal and other minerals underlying said premises with the right to mine and remove same) in Madison County, Illinois.

Commonly known as: 1105 Antler Dr., Troy, IL 62294

Permanent Parcel No. 09-1-22-20-00-000-002.010

SUBJECT TO THE EASEMENTS, COVENANTS AND RESTRICTIONS OF RECORD.

33

IN WITNESS WHEREOF, said Grantor has caused its name to be signed to these presents by Bethany R. Penn its Authorized Signatory, and attested by Bethany R. Penn its Authorized Signatory, this 24 th day of June, 2022.

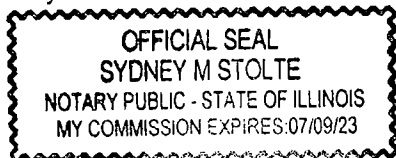
PENN BUILDERS LLC,

By: Bethany R. Penn
Authorized Signatory

Attest: Bethany R. Penn
Authorized Signatory

STATE OF ILLINOIS)
) SS.
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Bethany R. Penn personally known to me to be the Authorized Signatory of the PENN BUILDERS LLC, and Bethany R. Penn personally known to me to be the Authorized Signatory of said Limited Liability Company and personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and severally acknowledged that as such Authorized Signatories, they signed and delivered the said instrument as Authorized Signatories of said Limited Liability Company pursuant to authority given by the Members and Managers of said Limited Liability Company as their free and voluntary act and as the free and voluntary act and deed of said Limited Liability Company for the uses and purposes therein set forth. Given under my hand and Notarial Seal the 24th day of June, 2022.



Sydney M Stolte
NOTARY PUBLIC

Return Document to:

Future Taxes To Grantee's Address:

This Instrument Prepared By:
Barbara L. Sherer, Attorney at Law
Attorney Registration # 06202620
205 N. Second Street, Suite 102
Edwardsville, Illinois 62025
618/692-6656



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)

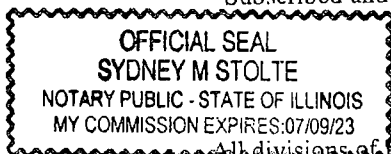
() B. A DIVISION OF LAND THAT MEETS ONE OF THE FOLLOWING EXCEPTIONS TO THE PLAT ACT:

- | | |
|--|--|
| <p>____ 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.</p> <p>____ 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.</p> <p>____ 3. A sale or exchange of land between owners of adjoining and contiguous land.</p> <p>____ 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.</p> | <p>____ 5. A conveyance of land owned by a public utility not involving new streets or easements of access.</p> <p>____ 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.</p> <p>____ 7. A conveyance made to correct a description in prior conveyance.</p> <p>____ 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.</p> <p>____ 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)</p> |
|--|--|

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 Bethany R. Kern SIGNATURE: [Signature] DATE: 6-24, 2022
 (Please Print)

Subscribed and sworn to before me this 24 day of June, 2022



[Signature]
 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)

Loan Number: 224169963

Date: June 24, 2022

Property Address: 1105 ANTLER DR
TROY, ILLINOIS 62294

EXHIBIT "A"
LEGAL DESCRIPTION

A.P.N. # : 09-1-22-20-00-000-002.010

EXHIBIT A

South 44 degrees 48 minutes 17 seconds East 198.33 feet to an iron pipe; thence South 70 degrees 45 minutes 41 seconds West 272.33 feet to an iron pipe; thence South 89 degrees 52 minutes 11 seconds West 145.16 feet to an iron pipe; thence North 3 degrees 38 minutes 00 seconds West 332.97 feet to the point of beginning, as shown by plat of survey by Madison County Surveyors during February 1995, as recorded in Plat Cabinet 59 Page 123 of the Madison County records, (except coal and other minerals underlying said premises with the right to mine and remove same) in Madison County, Illinois.



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 _____ 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: 1105 Antler Dr., Troy IL 62294

Signed: [Signature]
(Property Owner)

Dated: 6/14/22

Signed: [Signature]
(Property Owner)

Dated: 6/14/22

Accepted by: _____
(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

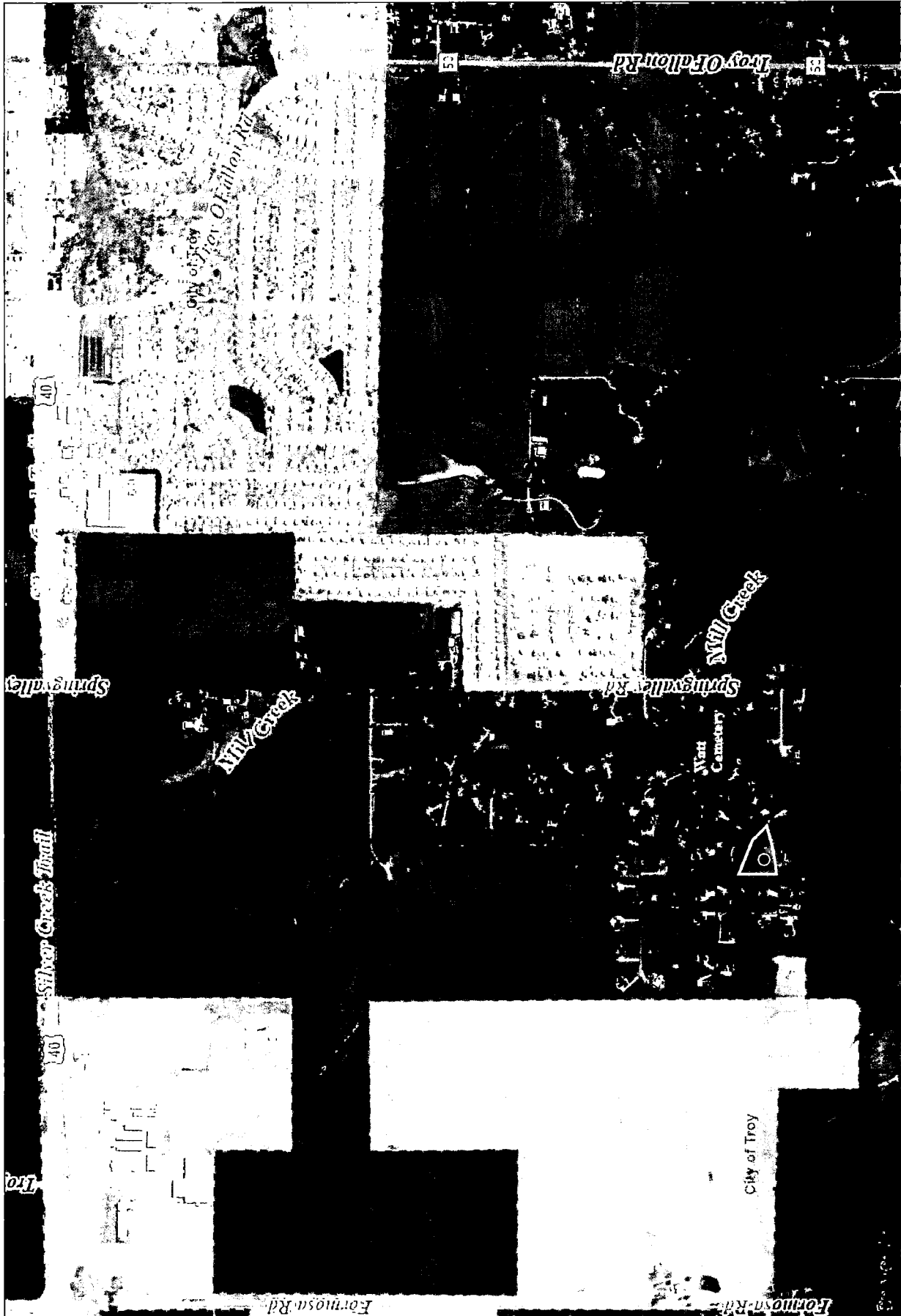
WHEREAS, Petitioners have requested that the City execute this Agreement for Water Service and Pre-Annexation and commit itself to the terms and provisions hereof, and

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 ____ day of _____, 20____, 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 ____ day of _____, 20____, the corporate authorities of the City did by vote of ____ to _____, authorize its appropriate officials to execute said Agreement for Water Service and Pre-Annexation on behalf of the City.

1105 Antler Drive



Date: 8/20/2022
Time: 3:25:54 PM



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 18th day of August 2022 A.D., and the last in the paper published on the 18th 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 18th 2022 A.D.

NOTICE OF PUBLIC HEARING

A Public Hearing will be held on Tuesday, September 6, 2022 at 2022 at 6:19 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: Chris S. and Laura J. Woolverton, 1105 Antler Drive Troy, IL 62294 (Parcel no 09-1-22-20-00-000-002.010) 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