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Prepared by:

EW.

**CLERK, CITY OF TROY
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TROY, IL 62294**

2022R36328
STATE OF ILLINOIS
MADISON COUNTY
11/15/2022 09:23 AM
DEBRA D. MING-MENDOZA
CLERK & RECORDER
REC FEE: 50.00
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OF PAGES: 11

CITY OF TROY

50.00 CTU

ORDINANCE 2022 – 41

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A WATER SERVICE AND
PRE-ANNEXATION AGREEMENT (7401 Sunset Acres Drive, Collinsville)**

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF TROY, ILLINOIS
THIS 19th DAY OF SEPTEMBER, 2022**

ORDINANCE NO. 2022-41

**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 Bradley and Danielle Bogue (SUNSET ACRES LOT 2; PPID 09-2-22-30-02-201-002), and commonly known as 7401 Sunset Acres Drive, Collinsville, IL; 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 19th 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 19th day of September, 2022 by at least a vote of two-thirds of the corporate authorities of the City of Troy, Illinois.

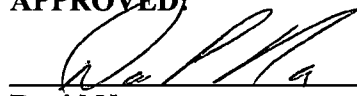
Aldermen:	Dawson	<u>AYE</u>	Italiano	<u>AYE</u>	Total:	<u>7</u>	Ayes
	Flint	<u>AYE</u>	Knoll	<u>AYE</u>			
	Hellrung	<u>AYE</u>	Manley	<u>AYE</u>		<u>0</u>	Nays
	Henderson	<u>AYE</u>	Turner	<u>ABSENT</u>			

APPROVED by the Mayor of the City of Troy, Illinois, the 19th day of September, 2022.

ATTEST:


Kim Thomas
City Clerk, City of Troy, Illinois

APPROVED:


David Nonn
Mayor, City of Troy, Illinois

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

Property Address: 7401 Sunset Acres

Resident: Bradley Bogue

Resident: Danielle Bogue

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 19TH 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 19TH day of SEPTEMBER, 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 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.

Bradley Bogue

Owner Signature

Bradley Bogue

Printed Name

12/9/2021

Date Signed

Danielle Bogue

Owner Signature

Danielle Bogue

Printed Name

12/6/2021

Date Signed

DATED this 19TH day of SEPTEMBER, 2022.

CITY OF TROY, ILLINOIS:

[Signature]

Mayor, City of Troy

[Signature]

City Clerk, City of Troy

THE ABOVE SPACE FOR RECORDER'S USE ONLY

WARRANTY DEED

THIS INDENTURE WITNESSETH, That the Grantor:

Matthew Hornyak and Lesli Hornyak, husband and wife, not as tenants in common, but as joint tenants

for and in consideration of the sum of One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, CONVEY and WARRANT to

Bradley Bogue and Danielle Bogue, husband and wife, not as tenants in common but as joint tenants with right of survivorship

whose address is: **7401 Sunset Acres, Troy, IL 62294**

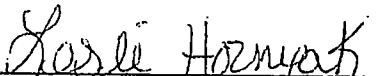
the following described real estate commonly known as **76 West Lake Drive, Troy, IL 62294**

See Exhibit A for Legal Description

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

Dated this 23 day of November 2021


Matthew Hornyak


Lesli Hornyak

STATE OF ILLINOIS)	SS	
)		
COUNTY OF ST. CLAIR)		

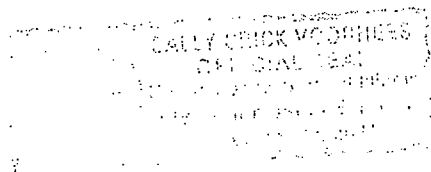
I, the undersigned, a Notary Public, in and for said County and State aforesaid, do hereby certify that

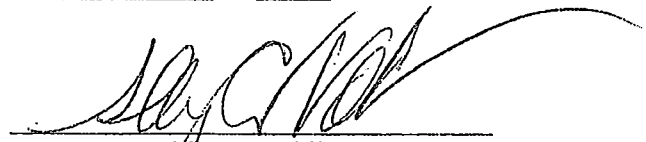
Matthew Hornyak and Lesli Hornyak

known to me to be the same person(s) whose name is/are subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/her/their free and voluntary act for the uses and purposes therein set forth including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 23 day of November, 2021.

My commission expires:




Notary Public

THIS INSTRUMENT PREPARED BY Mottaz Law Office 2600 D. State Street Alton, IL 62002	FUTURE TAX BILLS should be sent to: Bradley & Danielle Bogue 76 West Lake Drive Troy, IL 62294
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PLEASE RETURN THIS DOCUMENT Re: Z211725 TO: Community Title Shiloh, LLC 1207 Thouvenot Lane, Suite 800 Shiloh, IL 62269

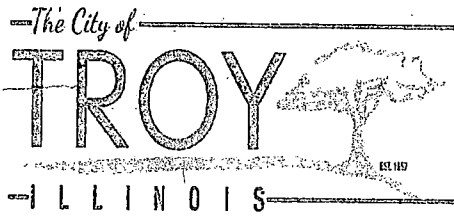
Exhibit A

Lot 76 in "Twin Lakes West, a subdivision in Section 10, Township 3 North, Range 7 West of the 3rd PM" according to the plat thereof recorded in Plat Book 34 page 126 in the Recorder's Office of 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.

Situated in Madison County, Illinois.

PIN: 09-2-22-10-15-401-002



PRE-ANNEXATION
REQUIREMENTS

Gave TO
Andrea
12/17/21
✓TH

Everything Within Reach

**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 12/19/21 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 12/19/21.

Property Address: 7401 Sunset Acres

Signed: [Signature]
(Property Owner)

Dated: 11/18/2021

Signed: Danielle Bogue
(Property Owner)

Dated: 11/18/2021

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

Service

Documentation

12/9/2021

Service Address

76 W Lake Dr

Troy, IL 62294

• PIN: 09-2-22-10-15-401-002

• Owners

Bradley & Danielle Bogue

• Mailing Address:

• 7401 Sunset Acres Dr

Collinsville, IL 62234

Phone:

618-920-8145

618-980-3147

Email: bubba1@hotmail.com

Signatures, Bradley Bogue

~~x Bradley Bogue~~

~~Danielle Bogue & Danielle Bogue~~

CERTIFICATION OF PUBLICATION

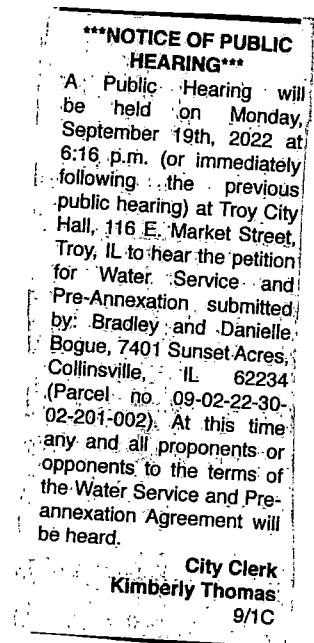
State of Illinois)
County of Madison)

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 1st day
of September 2022 A.D., and the last in the paper published
on the 1st day of September 2022 A.D. and said
the newspaper was regularly published for once a week.

Printer's Fees- \$ 18.40

TIMES - TRIBUNE

By Allison Kinney
Troy, IL September 1 2022 A.D.



END OF DOCUMENT