



DocId:8839876

Tx:4576811

Return to \$ EMO

Prepared by:

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

2022R36343
STATE OF ILLINOIS
MADISON COUNTY
11/15/2022 10:14 AM
DEBRA D. MING-MENDOZA
CLERK & RECORDER
REC FEE: 50.00
CO STAMP FEE:
ST STAMP FEE:
FF FEE:
RHSPS FEE:
OF PAGES: 11

CITY OF TROY

50.00 CTY

ORDINANCE 2022 – 49

AN ORDINANCE AUTHORIZING THE EXECUTION OF A WATER SERVICE AND
PRE-ANNEXATION AGREEMENT (1226 Troy O'fallon Road)

ADOPTED BY THE CITY COUNCIL OF THE CITY OF TROY, ILLINOIS
THIS 17th DAY OF OCTOBER, 2022

CD

ORDINANCE NO. 2022-49

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 Neal E and Kathleen M Williams (PART SOUTH ½ SOUTHWEST; PPID 09-2-22-15-00-000-011.003), and commonly known as 1226 Troy O'fallon, Troy, 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 17th day of October, 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 17th 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>ABSENT</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>AYE</u> | | | |

APPROVED by the Mayor of the City of Troy, Illinois, the 17th day of October, 2022.

APPROVED:



David Nonn
Mayor, City of Troy, Illinois

ATTEST:



Kim Thomas
City Clerk, City of Troy, Illinois

(SEAL)

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

Property Address: 1226 Troy O'Fallon Road

Resident: Kathleen M Williams Resident: Neal E Williams

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 17TH day of OCTOBER, 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 17TH day of OCTOBER, 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.

Kathy Williams
Owner Signature

Kathy Williams
Printed Name

4-12-22
Date Signed

Nancy Williams
Owner Signature

Nancy Williams
Printed Name

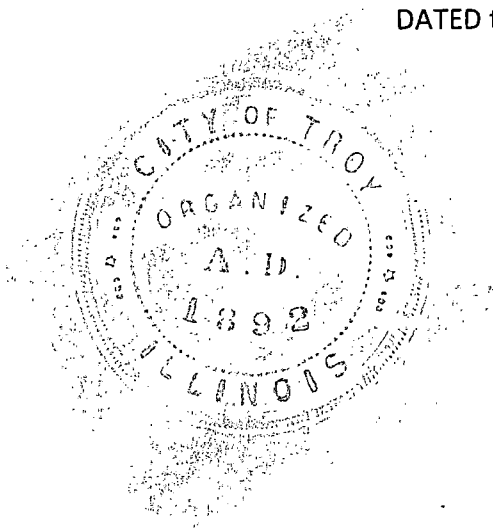
4/12/22
Date Signed

DATED this 17TH day of OCTOBER, 2022.

CITY OF TROY, ILLINOIS:

Dan McMan
Mayor, City of Troy

Michael Thomas
City Clerk, City of Troy



PTAX-032175

FIRST AMERICAN TITLE
FILE # 3126600

2022R13148
STATE OF ILLINOIS
MADISON COUNTY
04/18/2022 10:20 AM
DEBRA D. MING-MENDOZA
CLERK & RECORDER
REC FEE: 51.00
CO STAMP FEE: 150.00
ST STAMP FEE: 300.00
RHSPS FEE: 9.00
OF PAGES: 5

WARRANTY DEED

The Grantors, LON A. WELLS and KAREN R. WELLS, a married couple, whose address is 1226 Troy O'Fallon Road, Troy, IL 62294, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, CONVEY and WARRANT to the Grantees, NEAL E. WILLIAMS and KATHLEEN M. WILLIAMS, a married couple, whose address is 1213 Jacquelyn Ct., Maryville, IL 62062, not as Joint Tenants nor as Tenants in Common, but as Tenants by the Entirety, all interest in the following described Real Estate situated in the County of Madison in the State of Illinois, to wit:

See Exhibit "A" attached hereto and made a part hereof

SUBJECT TO: Covenants, conditions, and restrictions of record.

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Permanent Real Estate Index Number: 09-1-22-15-00-000-011.003

Address of Real Estate: 1226 Troy O'Fallon Road, Troy, IL 62294

Dated this 15th day of April, 2022.

GRANTORS:

Lon A. Wells
LON A. WELLS

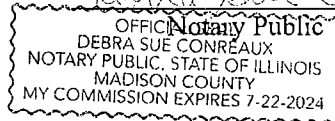
Karen R. Wells
KAREN R. WELLS

STATE OF IL)
COUNTY OF Madison) SS

I, the undersigned, a Notary Public, in and for said County in the State aforesaid, CERTIFY THAT, **Lon A. Wells**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act, for the use and purposes therein set forth, including the release and waiver of the right of homestead.

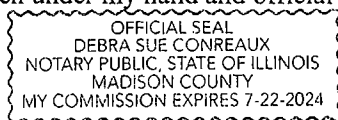
Given under my hand and official seal this 15th day of April, 2022.

STATE OF IL)
COUNTY OF Madison) SS



I, the undersigned, a Notary Public, in and for said County in the State aforesaid, CERTIFY THAT, **Karen R. Wells**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act, for the use and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this 15th day of April, 2022.



Debra Sue Conreux
Notary Public

Prepared by: John W. McCracken, Attorney, McCracken Law Firm, LLC., 1 Country Club View, Suite 201, Edwardsville, IL 62025, john@mccrackenlaw.com, 618-685-1200

After Recording Mail to: Neal E. Williams and Kathleen M. Williams, 1226 Troy O'Fallon Road, Troy, IL 62294

Name and Address of Taxpayer: Neal E. Williams and Kathleen M. Williams, 1226 Troy O'Fallon Road, Troy, IL 62294



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.

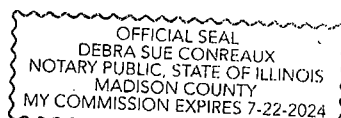
____ 9. The sale of a single lot/tract less than five (5) acres from a larger tract. (Exception only applies to the 1st tract conveyed from a larger tract as it existed on October 1, 1973.) (The single tract of less than five (5) acres must have been surveyed by an Illinois Registered Land Surveyor whose 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 Ron A. Wells SIGNATURE: Ron A. Wells DATE: 4/15, 2022
 (Please Print)

Subscribed and sworn to before me this 15 day of April, 2022



Debra Sue Conreux
 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)

EXHIBIT A

LEGAL DESCRIPTION

Legal Description: Part of the South Half of the Southwest Quarter of Section 15, Township 3 North, Range 7 West of the Third Principal Meridian, Madison County Illinois, being more particularly described as follows:

Commencing at a disk marking the Southwest corner of said Section; thence Easterly along the South line of said Section having an assumed bearing of South 89 degrees 56 minutes 45 seconds East 28.97 feet to an iron pin on the Easterly right-of-way line of Troy-O'Fallon Road; thence North 00 degrees 17 minutes 08 seconds West along said Easterly right-of-way line 466.01 feet to a point on a non-tangential curve having a radius of 35.00 feet, thence Southeasterly along said curve 55.97 feet, central angle of 91 degrees 37 minutes 24 seconds (the chord bears South 46 degrees 05 minutes 50 seconds East 50.19 feet); thence North 88 degrees 05 minutes 28 seconds East 510.90 feet; thence Southeasterly along a tangential curve concave to the South having a radius of 230.00 feet, central angle of 24 degrees 56 minutes 44 seconds 100.14 feet (the chord bears South 79 degrees 26 minutes 10 seconds East 99.35 feet); thence South 66 degrees 57 minutes 48 seconds East 159.24 feet, thence Easterly along a tangential curve concave to the North having a radius of 170.00 feet, central angle of 20 degrees 41 minutes 49 seconds 61.41 feet (the chord bears South 77 degrees 18 minutes 43 seconds East 61.08 feet); thence South 87 degrees 39 minutes 37 seconds East 254.03 feet to the point of beginning; thence North 07 degrees 23 minutes 49 seconds East 299.25 feet; thence North 83 degrees 15 minutes 18 seconds East 562.19 feet; thence South 12 degrees 55 minutes 45 seconds East 368.67 feet to an iron pin and cap; thence South 77 degrees 04 minutes 15 seconds West 162.15 feet to an iron pin and cap; thence Westerly along a tangential curve concave to the North having a radius of 170.00 feet, central angle of 17 degrees 22 minutes 55 seconds 51.57 feet (the chord bears South 85 degrees 45 minutes 43 seconds West 51.38 feet); thence North 85 degrees 32 minutes 50 seconds West 471.46 feet to the point of beginning.

Served by an ingress-egress easement being more particularly described as follows:

Commencing at a disk marking the Southwest corner of said Section; thence Easterly along the South line of said Section having an assumed bearing of South 89 degrees 56 minutes 45 seconds East 28.97 feet to an iron pin on the Easterly right-of-way line of Troy-O'Fallon Road; thence North 00 degrees 17 minutes 08 seconds West along said Easterly right-of-way line 335.96 feet to the point of beginning; thence continuing North 00 degrees 17 minutes 08 seconds West 130.05 feet to a point on a non-tangential curve having a radius of 35.00 feet, thence Southeasterly along said curve 55.97 feet, central angle of 91 degrees 37 minutes 24 seconds (the chord bears South 46 degrees 05 minutes 50 seconds East 50.19 feet); thence North 88 degrees 05 minutes 28 seconds East 510.90 feet; thence Southeasterly along a tangential curve concave to the South having a radius of 230.00 feet, central angle of 24 degrees 56 minutes 44 seconds 100.14 feet (the chord bears South 79 degrees 26 minutes 10 seconds East 99.35 feet); thence South 66 degrees 57 minutes 48 seconds East 159.24 feet; thence Easterly along a tangential curve concave to the North having a radius of 170.00 feet, central angle of 20 degrees 41 minutes 49 seconds, 61.41 feet (the chord bears South 77 degrees 18 minutes 43 seconds East 61.08 feet); thence South 87 degrees 39 minutes 37 seconds East 254.03 feet; thence South 85 degrees 32 minutes 50 seconds East 471.46 feet to an iron pin and cap; thence Easterly along a tangential curve concave to the North having a radius of 170.00 feet, central angle of 17 degrees 22 minutes 55 seconds, 51.57 feet (the chord bears North 85 degrees 45 minutes 43 seconds East 51.38 feet) to an iron pin and cap; thence North 77 degrees 04 minutes 15 seconds East 314.19 feet; thence Northeasterly along a tangential curve concave to the Northwest having a radius of 25.00 feet, central angle of 52 degrees 19 minutes 48 seconds, 22.83 feet (the chord bears North 50 degrees 54 minutes 21 seconds East 22.05 feet); thence along a tangential curve concave to the West having a radius of 65.00 feet, central angle of 284 degrees 39 minutes 36 seconds, 322.94 feet (the chord bears South 12 degrees 55 minutes 45 seconds East 79.44 feet); thence Westerly along a tangential curve concave to the South having a radius of 25.00 feet, central angle of 52 degrees 19 minutes 48 seconds, 22.83 feet (the chord bears North 76 degrees 45 minutes 51 seconds West 22.05 feet); thence South 77 degrees 04 minutes 15 seconds West 314.19 feet; thence Westerly along a tangential curve concave to North having a radius of 230.00 feet, central angle of 17 degrees 22 minutes 55 seconds, 69.78 feet (the chord bears South 85 degrees 45 minutes 43 seconds West 69.51 feet); thence North 85 degrees 32 minutes 50 seconds West 470.35 feet; thence North 87 degrees 39 minutes 37 seconds West 252.93 feet; thence Westerly along a tangential curve concave to the North having a radius of 230.00 feet, central angle of 20 degrees 41 minutes 49 seconds, 83.08 feet (the chord bears North 77 degrees 18 minutes 43 seconds West 82.63 feet); thence North 66 degrees 57 minutes 48 seconds West 159.24 feet; thence Northwesterly along a tangential curve concave to the Southwest having a radius of 170.00 feet, central angle of 24 degrees 56 minutes 44 seconds, 74.02 feet (the chord bears North 79 degrees 26 minutes 10 seconds West 73.43 feet); thence South 88 degrees 05 minutes 28 seconds West 514.59 feet; thence Southwesterly along a tangential curve concave to the Southeast having a radius of 35.00 feet, central angle of 88 degrees 22 minutes 35 seconds, 53.99 feet (the chord bears South 43 degrees 54 minutes 10 seconds West 48.79 feet) to the point of beginning.

Except coal, gas, and other mineral rights conveyed, excepted or reserved in prior conveyances.

Situated in the County of Madison and State of Illinois.

Permanent Parcel Number: 09-1-22-15-00-000-011.003

Permanent Index #'s: 09-1-22-15-00-000-011.003

Property Address: 1226 Troy Ofallon Road, Troy, Illinois 62294

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 29th day of September 2022 A.D., and the last in the paper published on the 29th day of September 2022 A.D. and said the newspaper was regularly published for once a week.

Printer's Fees- \$ 16.80

TIMES - TRIBUNE

By Allison Kinney

Troy, IL September 29 2022 A.D.

PUBLIC NOTICE

A Public Hearing will be held on Monday, October 17th, 2022 at 6:16 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: **Neal E and Kathleen M Williams, 1226 Troy O'Fallon Road, Troy, IL 62294** (parcel No. 09-1-22-15-00-000-011.003) 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
9/29C

END OF DOCUMENT