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Prepared by:

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

2022R36344
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: 10

CITY OF TROY

50.00 CTU

ORDINANCE 2022 – 50

AN ORDINANCE AUTHORIZING THE EXECUTION OF A WATER SERVICE AND
PRE-ANNEXATION AGREEMENT (1317 Bridlespur Lane)

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

ORDINANCE NO. 2022-50

**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 Richard L and Peggy J McAfee (STEELECREST COUNTRY EST 6TH ADD LOT 98; PPID 09-2-22-15-14-301-005), and commonly known as 1317 Bridlespur Lane, 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

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

Property Address: 1317 Birdspur LN TROY IL 62294

Resident: <u>Richard McAfee</u>	Resident: <u>Peggy McAfee</u>
Phone Number: <u>618-667-4948</u>	Phone Number: <u>618-667-4948</u>
Email: <u>r-mcafee@sbcglobal.net</u>	Email: <u>r-mcafee@sbcglobal.net</u>

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 supercede 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.

Richard L. McAfee
Owner Signature

Richard L. McAfee
Printed Name

8/01/22
Date Signed

Peggy J. McAfee
Owner Signature

PEGGY J. McAfee
Printed Name

28 Aug 2022
Date Signed

DATED this 17TH day of OCTOBER, 2022.

CITY OF TROY, ILLINOIS:

Paul P. Ma
Mayor, City of Troy

Kimberly Thomas
City Clerk, City of Troy

WARRANTY DEED

Form 756

STATE OF ILLINOIS
MADISON COUNTY
FILED FOR RECORD IN
THE RECORDERS OFFICE

99 JUL 14 AM 8:32

Daniel R. Donohoo
RECORDER

4337 0548

17⁰⁰ ck # 3237

THIS INDENTURE WITNESSETH.

That the Grantor

Robert E. Eccleston and
Donna M. Collie-Eccleston,
husband and wife,

of the City of Troy
in the County of Madison

and State of Illinois

THE ABOVE SPACE FOR RECORDER'S USE ONLY

for and in consideration of the sum of One Dollar
and other good and valuable considerations, the
receipt of which is hereby acknowledged.

CONVEY and WARRANT to Richard L. McAfee and Peggy J. McAfee, husband and
wife, not as joint tenants or tenants in common but as tenants by
the entirety.

whose address is

the following described real estate, to-wit:

Lot 98 in Steelecrest Country Estates Sixth Addition, a subdivision in
the Southwest Quarter of Section 15, Township 3 North Range 7 West of
the Third Principal Meridian according to the plat thereof recorded in
Plat Book 43 Page 40 (except coal underlying said premises with the right
to mine and remove the same) in Madison County, Illinois.

Parcel ID NO. 09-2-22-15-14-301-005

Property Address: 1317 Bridle Spur Lane, Troy, IL 62294

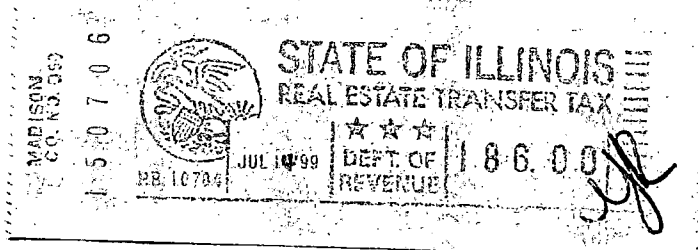
(Continue legal description on reverse side)

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 9th day of July 1999

Robert E. Eccleston
Robert E. Eccleston

Donna M. Collie-Eccleston
Donna M. Collie-Eccleston



4337 0549

STATE OF ILLINOIS

St. Clair

COUNTY

ss

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT
Robert E. Eccleston and Donna M. Collie-Eccleston

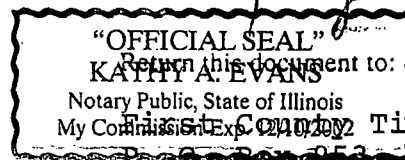
personally known to me to be the same person S whose names s are subscribed to the foregoing
instrument, as having executed the same, appeared before me this day in person and acknowledged that
they signed, sealed and delivered the said instrument as their
free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 9th day of July 19 99

Kathy L. Evans
Notary Public.

Future Taxes to Grantee's Address ()
OR to

Richard and Peggy McAfee
1317 Bridle Spur Lane
Troy, IL 62294



First County Title Co.
O'Fallon, IL 62269

This Instrument was Prepared by: Attorney Dale M. Funk
Whose Address is: 807 W. Highway 50, Suite 1
O'Fallon, IL 62269

End Of Document

4337 0549

STATE OF ILLINOIS

St. Clair

COUNTY

ss

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT
Robert E. Eccleston and Donna M. Collie-Eccleston

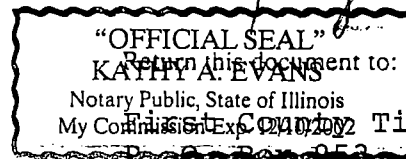
personally known to me to be the same person S whose name s are subscribed to the foregoing
instrument, as having executed the same, appeared before me this day in person and acknowledged that
they signed, sealed and delivered the said instrument as their
free and voluntary act for the uses and purposes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

Given under my hand and Notarial Seal this 9th day of July 19 99

Kathy A. Evans
Notary Public.

Future Taxes to Grantee's Address ()
OR to

Richard and Peggy McAfee
1317 Bridle Spur Lane
Troy, IL 62294



First Title Co.
P.O. Box 953
O'Fallon, IL 62269

This Instrument was Prepared by: Attorney Dale M. Funk
Whose Address is: 807 W. Highway 50, Suite 1
O'Fallon, IL 62269

End Of Document



**PETITIONERS MUST FURNISH ALL OF THE FOLLOWING INFORMATION WITH
THEIR AGREEMENT FOR WATER SERVICE AND ANNEXATION**

- 1) Full names, addresses and phone numbers of ALL the 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 payment of the required deposit and completed application for water. In order for water services to be continued Petitioners have until 8/29/2022 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 services 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 8/29/2022.

Property Address: 1317 Bridlespur Ln Troy IL

Signed: _____

RLH M. Meyer
(Property Owners)

Dated: _____

7/29/22

Accepted by: _____

Jen Daniel
(City of Troy Representative)

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 6:17 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: Richard L and Peggy J McAfee, 1317 Bridlespur Lane Troy, IL 62294 (parcel no 09-2-22-15-14-301-005) 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