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2022R36345
STATE OF ILLINOIS
MADISON COUNTY
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DEBRA D. MING-MENDOZA
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CITY OF TROY

ORDINANCE 2022 – 51

AN ORDINANCE AUTHORIZING THE EXECUTION OF A WATER SERVICE AND
PRE-ANNEXATION AGREEMENT (2307 Timber Ridge Road)

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

ORDINANCE NO. 2022-51

**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 Vince L and Wendy L Becker (PT W1/2 NE; PPID 09-1-22-03-00-000-003.008), and commonly known as 2307 Timber Ridge Road, St. Jacob, 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.

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: 2307 Timber Ridge Rd., Saint Jacob, IL 62281

Resident: Wendy Becker

Resident: Vince Becker

Phone Number: 970-231-3583

Phone Number: 618-203-4262

Email: Wendy@WendyBecker.net

Email: v1becker1234@gmail.com

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

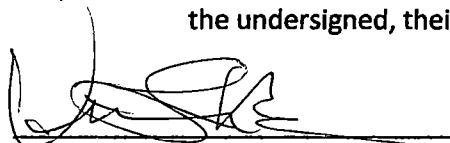
WHEREAS, the City Council of the City did, on the 17TH day of ~~Not done~~ OCT, 2022, hold and conduct a public hearing pursuant to notice and statute at which time any proponents or opponents to the terms of the Agreement for Water Service and Pre-Annexation were heard in such public hearing, and

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.


Owner Signature

VINCE LEGIER BECKER
Printed Name

8/9/2022
Date Signed


Owner Signature

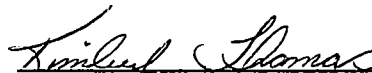
Wendy Becker
Printed Name

8/9/2022
Date Signed

DATED this 17TH day of OCTOBER, 2022.

CITY OF TROY, ILLINOIS:


Mayor, City of Troy


City Clerk, City of Troy



WARRANTY DEED

139655

klk

THIS INDENTURE WITNESSETH, that the Grantor, ROBERT BLUM, of the County of MADISON and State of ILLINOIS, for and in consideration of the sum of One Dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, CONVEYS and WARRANTS to VINCE L. BECKER AND WENDY L. BECKER,

whose address is:

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

SEE ATTACHED LEGAL, EXHIBIT A

Permanent Parcel No. 09-1-22-03-00-000-003.008

SUBJECT TO THE EASEMENTS, COVENANTS AND RESTRICTIONS OF RECORD.

EXHIBIT A

Parcel 1:

A tract of land in the East Half of Section 3, Township 3 North, Range 7 West of the Third Principal Meridian, Madison County, Illinois, being more particularly described as follows:
Commencing at the Northeast corner of Section 3, Township 3 North, Range 7 West of the Third Principal Meridian; thence South 89 degrees 42 minutes 39 seconds West along the North line of said section and along the North line of a tract described in Deed recorded in Book 3169 Page 1674 of Madison County Records a distance of 844 feet; thence South 0 degrees 56 minutes 37 seconds East along the Westerly line of above mentioned tract a distance of 1058.63 feet to an iron pin at the most Northeast corner of a 10.044 acre tract described in deed recorded in Book 3040 Page 1855; thence along the boundary of said tract as follows: North 89 degrees 55 minutes 31 seconds West a distance of 481.27 feet to an iron pin; South 16 degrees 55 minutes 15 seconds West a distance of 576.17 feet to an iron pin; South 67 degrees 04 minutes 45 seconds East a distance of 110 feet to the Northwest corner of a 6.31 acre tract described in deed recorded in Book 3052 Page 2092; thence along the Westerly line of said 6.31 acre tract as follows: South 61 degrees 27 minutes 46 seconds West a distance of 112.45 feet to an iron pin; South 40 degrees West a distance of 4.46 feet to an iron pin at the most Northeast corner of a 24 acre tract described in Deed recorded in Book 3131 Page 142 of Madison County records; thence South 89 degrees 40 minutes 10 seconds West along the Northerly line of said 24 acre tract a distance of 1334.71 feet to an iron pin at the Northwest corner of said tract last mentioned; thence North 0 degrees 52 minutes 21 seconds West parallel with the West line of said East Half of Section 3, Township 3 North, Range 7 West of the Third Principal Meridian a distance of 1293.12 feet; thence North 89 degrees 46 minutes 14 seconds East a distance of 463.38 feet to the point of beginning of the following described tract; thence continuing North 89 degrees 46 minutes 14 seconds East a distance of 327.59 feet; thence South 0 degrees 03 minutes 34 seconds East a distance of 548.19 feet to the center line of a roadway and utility easement as shown on the survey recorded in the Recorder's Office of Madison County, Illinois, in Plat Book 52 Page 34; thence South 73 degrees 14 minutes 34 seconds West along said center line a distance of 208.58 feet; thence North 11 degrees 56 minutes 48 seconds West a distance of 620.46 feet to the point of beginning, (except coal and other minerals underlying said premises with the right to mine and remove same) in Madison County, Illinois.

Parcel 2:

The right of ingress and egress across the roadway easements shown on the survey plat recorded in the Recorder's Office of Madison County, Illinois, in Plat Book 52 Page 34. Subject to the roadway and utility easements shown on said survey plat recorded in the Recorder's Office of Madison County, Illinois, in Plat Book 52 Page 34 that lie within the boundary of the aforescribed tract and also subject to an additional easement for roadway and utility purposes over, across and under a strip 10 feet of even width lying North of and adjoining the easement shown in Plat Book 52 Page 34 and except coal and other minerals underlying said premises with the right to mine and remove same, in Madison County, Illinois.

Commonly known as: 2307 Timber Ridge Rd., St. Jacob, IL 62281



**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 _____ 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 _____.

Property Address: 2307 Timber Ridge Rd, St. Jacob, IL 62281

Signed: [Signature]
(Property Owners)

Dated: 8/9/2022

Accepted by: _____
(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 6:18 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: Vince L and Wendy L Becker, 2307 Timber Ridge Road, St. Jacob, IL 62281 (parcel no 09-1-22-03-00-000-003.008) 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