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TROY, IL 62294

2022R36346  
STATE OF ILLINOIS  
MADISON COUNTY  
11/15/2022 10:14 AM  
DEBRA D. MING-MENDOZA  
CLERK & RECORDER  
REC FEE: 50.00  
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CITY OF TROY  
ORDINANCE 2022 – 52

50.00 CTY

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AN ORDINANCE AUTHORIZING THE EXECUTION OF A WATER SERVICE AND  
PRE-ANNEXATION AGREEMENT (8552 Country Lane)

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ADOPTED BY THE CITY COUNCIL OF THE CITY OF TROY, ILLINOIS  
THIS 17<sup>th</sup> DAY OF OCTOBER, 2022

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*[Handwritten signature]*

ORDINANCE NO. 2022-52

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 Taylor Wojciechowski (STEELCREST COUNTRY EST SECOND ADD LOT 32; PPID 09-2-22-15-14-302-013), and commonly known as 8552 Country 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 17<sup>th</sup> 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 17<sup>th</sup> 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 17<sup>th</sup> day of October, 2022.  
aarr

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: 8552 Country Ln. Troy, IL 62204

Resident: Taylor James Wojciechowski

Resident: \_\_\_\_\_

Phone Number: 847-337-3530

Phone Number: \_\_\_\_\_

Email: tj.woj@hotmail.com

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

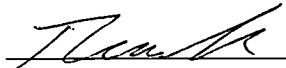
WHEREAS, the City Council of the City did, on the 17<sup>TH</sup> day of OCTOBER, 2022, hold and conduct a public hearing pursuant to notice and statute at which time any proponents or opponents to the terms of the Agreement for Water Service and Pre-Annexation were heard in such public hearing, and

WHEREAS, at its meeting on the 17<sup>TH</sup> 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

Taylor James Wojciechowski  
Printed Name

22 July 2022  
Date Signed

\_\_\_\_\_  
Owner Signature

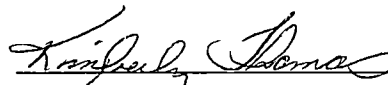
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date Signed

DATED this 17<sup>TH</sup> day of OCTOBER, 2022.

CITY OF TROY, ILLINOIS:

  
Mayor, City of Troy

  
City Clerk, City of Troy



**FIRST AMERICAN TITLE**  
**FILE # 3136149 ①**

**Deed Prepared by:**

Mathis, Marifian & Richter, Ltd.  
23 Public Square, Suite 300  
Belleville, IL 62220

**Mail subsequent tax bills to:**

Taylor Wojciechowski  
8552 Country Ln.  
Troy, IL 62294-2218

**Return this document to:**

First American Title Insurance Company  
729 Insight Avenue, Suite 100  
O'Fallon, IL 62269

**WARRANTY DEED**

THIS INDENTURE, WITNESSETH, that the Grantor, David Young, a single person, whose address is 8552 Country Ln., Troy, IL 62294-2218, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, CONVEYS and WARRANTS unto Grantee, Taylor Wojciechowski, a single person, whose address is 854 Lacosta Ct., Elgin, IL 60123, all interest in the following described real estate in the County of Madison, State of Illinois, to wit:

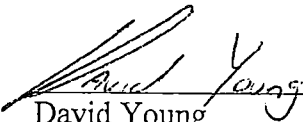
Legal Description: See Exhibit A.

Property Address: 8552 Country Ln., Troy, IL 62294-2218

Parcel ID: 09-2-22-15-14-302-013

Subject to real estate taxes for the year 2021 and subsequent years; covenants, conditions, restrictions and easements apparent or of record; all applicable zoning laws and ordinances; and excepting oil, gas and other mineral rights excepted or reserved in prior conveyances.

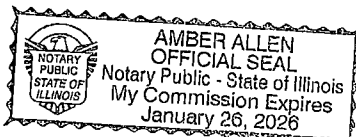
20 IN WITNESS WHEREOF, the Grantor aforesaid has hereunto set his hand and seal this day of June, 2022.

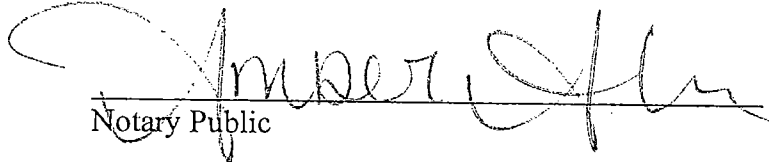
  
David Young

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

I, Amber Allen, a Notary Public in and for said County, in the State aforesaid, do hereby certify that David Young, a single person, personally known to me, whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary acts and deeds for the uses and purposes therein set forth.

GIVEN under my hand and seal this 20 day of June, 2022.



  
Notary Public

**THIS DOCUMENT PREPARED WITHOUT LEGAL CONSULTATION OR TITLE  
EXAMINATION AT THE REQUEST OF THE PARTIES.**

LEGAL DESCRIPTION

Legal Description: Lot 32 in Second Addition to Steelcrest Country Estates, a subdivision according to the plat thereof recorded in Plat Book 36 Page 115 in the Recorder's Office of Madison County, Illinois.

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

Situated in the County of Madison, State of Illinois.

Permanent Parcel No.: 09-2-22-15-14-302-013

Permanent Index #'s: 09-2-22-15-14-302-013

Property Address: 8552 Country Ln, Troy, Illinois 62294-2218





**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: 8552 Country Ln. Troy, IL 62294

Signed: [Signature]  
(Property Owners)

Dated: 22 July 2022

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

## CERTIFICATION OF PUBLICATION

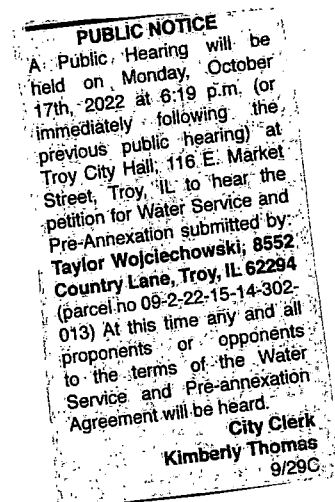
State of Illinois       )  
County of Madison    )

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- \$ 16.00

### TIMES - TRIBUNE

By Allison Kinney  
Troy, IL September 29 2022 A.D.



END OF DOCUMENT