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Prepared by: E.W.

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

2022R36329
STATE OF ILLINOIS
MADISON COUNTY
11/15/2022 09:25 AM
DEBRA D. MING-MENDOZA
CLERK & RECORDER
REC FEE: 50.00
CO STAMP FEE:
ST STAMP FEE:
FF FEE:
RHSPS FEE:
OF PAGES: 12

CITY OF TROY

50.00 CTY

ORDINANCE 2022 - 56

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A WATER SERVICE AND
PRE-ANNEXATION AGREEMENT (109 Dale Ave, Collinsville)**

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF TROY, ILLINOIS
THIS 7th DAY OF NOVEMBER, 2022**

ORDINANCE NO. 2022-56

**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 Ashley Newcombe (WILSON HEIGHTS LOT PT 7; PPID 09-2-22-18-01-101-020), and commonly known as 109 Dale Ave, 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 7th day of November, 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 7th day of November, 2022 by at least a vote of two-thirds of the corporate authorities of the City of Troy, Illinois.

Aldermen:	Dawson	<u>ABSENT</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>AYE</u>			

APPROVED by the Mayor of the City of Troy, Illinois, the 7th day of November, 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: 109 Dale Ave Collinsville IL 62234

Resident: Ashley Newcombe

Resident: _____

Phone Number: 618-972-3035

Phone Number: _____

Email: ashleyn987@gmail.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 4TH day of NOVEMBER, 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 7TH day of NOVEMBER, 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

Ashley Newcombe

Printed Name

10/11/22

Date Signed

Owner Signature

Printed Name

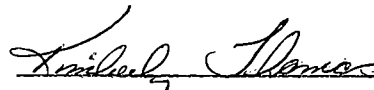
Date Signed

DATED this 7TH day of NOVEMBER, 2022.

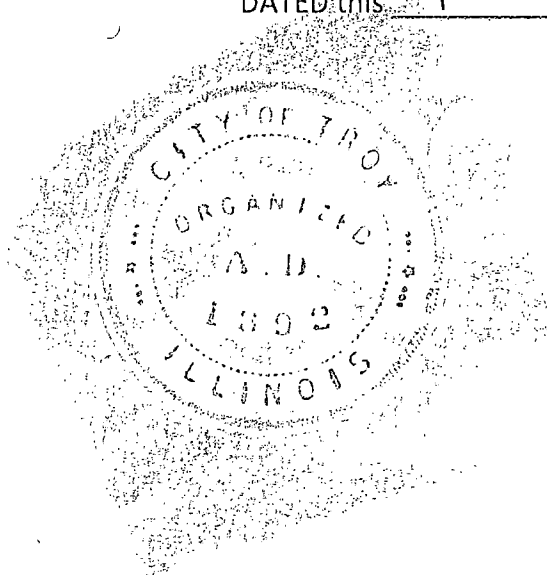
CITY OF TROY, ILLINOIS:



Mayor, City of Troy



City Clerk, City of Troy



WARRANTY DEED

140501

klk

THIS INDENTURE WITNESSETH, that the Grantors, RONALD L. COBB III AND SARAH VILIOCCO, husband and wife, 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, CONVEY and WARRANT to ASHLEY NICOLE NEWCOMBE,

whose address is:

the following described real estate, to-wit:

Part of Lot 7, Block 1 of Wilson Heights, a Subdivision of part of the Northwest Quarter of Section 18, Township 3 North, Range 7 West of the Third Principal Meridian and part of the Northeast Quarter of Section 13, and part of the Southeast Quarter of the Southeast Quarter of Section 13, Township 3 North, Range 8 West of the Third Principal Meridian, reference being had to the Plat thereof recorded in Plat Book 14, Page 60, in the Recorder's Office of Madison County, Illinois; said part of Lot 7, Block 1, of said subdivision being a tract of Land 75.0 feet in width by 200.0 feet in length situated in the Northwesterly corner of said Lot 7, more particularly described as follows; beginning at the Northwest corner of said Lot 7, Block 1; thence Eastwardly along the Northerly line of said Lot 7, a distance of 200.0 feet; thence Southwardly along a line 200.0 feet Eastwardly and Parallel with the West line of said Lot 7, a distance of 75.0 feet; thence Westward along a line 75.0 feet Southwardly of and parallel with the North line of said Lot 7, a distance of 200.0 feet to a point on the West line of said Lot 7; thence Northwardly along the West line of said Lot 7, a distance of 75.00 feet to the point of beginning, (except all coal, oil, gas, or other mineral rights conveyed, excepted or reserved in prior conveyances) in Madison County, Illinois.

Commonly known as: 109 Dale Ave., Collinsville, IL 62234


Permanent Parcel No. 09-2-22-18-01-101-020

SUBJECT TO THE EASEMENTS, COVENANTS AND RESTRICTIONS OF RECORD.

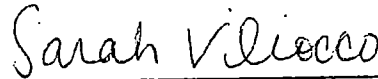
AN

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

Dated this 12th day of October, 2022.



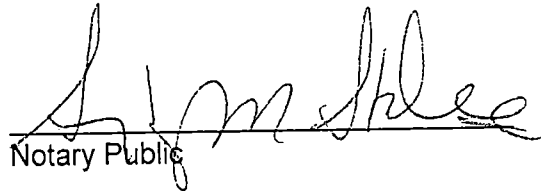
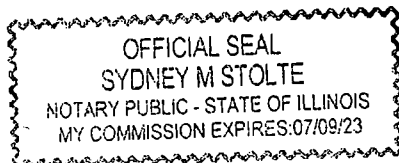
RONALD L. COBB III



SARAH VILIOCCO

STATE OF ILLINOIS)
COUNTY OF MADISON) SS

I, the undersigned, a Notary Public in and for said county and state aforesaid, DO HEREBY CERTIFY THAT RONALD L. COBB III AND SARAH VILIOCCO, personally known to me to be the same persons whose names 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 12th day of October, 2022.


Notary Public

Return Document to:

Future Taxes To Grantee's Address:

This Instrument Prepared By:
Barbara L. Sherer, Attorney at Law
Attorney Registration # 06202620
205 N. Second Street, Suite 102
Edwardsville, Illinois 62025
618/692-6656

EXHIBIT A

of said Lot 7, a distance of 75.00 feet to the point of beginning, (except all coal, oil, gas, or other mineral rights conveyed, excepted or reserved in prior conveyances) in Madison County, Illinois.



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.

____ 5. A conveyance of land owned by a public utility not involving new streets or easements of access.

____ 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.

____ 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.

____ 3. A sale or exchange of land between owners of adjoining and contiguous land.

____ 7. A conveyance made to correct a description in prior conveyance.

____ 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.

____ 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 Ronald L Cobb III SIGNATURE [Signature] DATE: 10-12, 2022
 (Please Print)

Subscribed and sworn to before me this 12 day of October, 2022
OFFICIAL SEAL
 SYDNEY M STOLTE
 NOTARY PUBLIC - STATE OF ILLINOIS
 MY COMMISSION EXPIRES: 07/09/23

[Signature]
 Notary Public

All divisions of less than 2 acres within the County jurisdiction must be reviewed by the
 Madison County Planning and Development Department

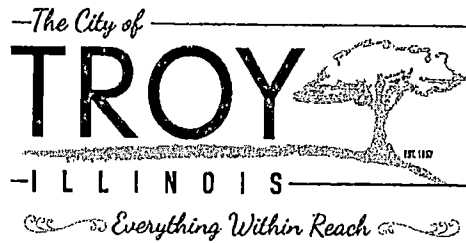
This affidavit only ensures the Recorder's Office compliance with the State Plat Act. If the property is located within a municipality or within 1.5 miles of a municipality, local ordinances may apply. If exception 9 is used, it is required that this land division be reviewed & approved by the participating 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: _____

_____	_____	_____
<i>Municipal Planning Official's Signature</i>	<i>Print Name</i>	<i>Date</i>
_____	_____	_____
<i>Municipal Planning Official's Signature</i>	<i>Print Name</i>	<i>Date</i>

(Revised 8/11)



**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 11-12-22 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: 109 Dale Ave Collinsville IL 62234

Signed: _____

(Property Owners)

Dated: 10/11/22

Accepted by: _____

Miranda Wipen
(City of Troy Representative)

109 Dale Ave,



Service Layer Care

Author: Copyright: Madison County Government

Scale: 0 0.04 0.09 0.17 0.26 0.34 mi

Date: 10/31/2022
Time: 10:34 AM

GIS

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 20th day
of October 2022 A.D., and the last in the paper published
on the 20th day of October 2022 A.D. and said
the newspaper was regularly published for once a week.

Printer's Fees- \$

TIMES - TRIBUNE

By Allison Kinney
Troy, IL October 20 2022 A.D.

PUBLIC NOTICE

A Public Hearing will be held
on Monday, November 7th,
2022 at 6:15p.m. at Troy City
Hall, 116 E. Market Street,
Troy, IL to hear the petition
for Water Service and Pre-
Annexation submitted by:
Ashley Newcombe, 109 Dale
Ave, Collinsville, IL 62234.
(Parcel no 09-2-22-18-01-
101-020). 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
10/20C

END OF DOCUMENT