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Prepared by:
CLERK, CITY OF TROY
116 E. MARKET
TROY, IL 62294

2022R36333
STATE OF ILLINOIS
MADISON COUNTY
11/15/2022 09:25 AM
DEBRA D. MING-MENDOZA
CLERK & RECORDER
REC FEE: 50.00
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CITY OF TROY

ORDINANCE 2022 – 60

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A WATER SERVICE AND
PRE-ANNEXATION AGREEMENT (1067 K-A Acres Road)**

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

ORDINANCE NO. 2022-60

**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 Andrew Saulitis (K-A COUNTRY EST 1ST ADDN LOT 13; PPID 09-2-22-21-00-000-044), and commonly known as 1067 K-A Acres Road, 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 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: 1067 KA Acres Rd

Resident: _____

Resident: _____

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 7TH 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 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.



Owner Signature

ANDREW SMITH 9-12-22

Printed Name

Date Signed

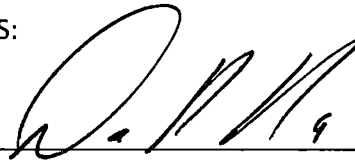
Owner Signature

Printed Name

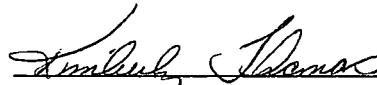
Date Signed

DATED this 7TH day of NOVEMBER, 2022.

CITY OF TROY, ILLINOIS:



Mayor, City of Troy



City Clerk, City of Troy



Benchmark Title Company, LLC
2225818BMT

WARRANTY DEED

Dennis Williams and Stephanie A Williams, a married couple ("Grantor") of the City of Troy, State of IL, for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, in hand paid, CONVEY AND WARRANT to Andrew I. Saulitis ("Grantee"), of 1067 KA Acres Rd, Troy, IL 62294, all interest in the following described real estate, with any improvements thereon situated in the County of Madison, State of Illinois ("Property"):

Lot 13 of First Addition to K-A Country Estates, a subdivision according to the plat thereof recorded in the Recorder's Office of Madison County, Illinois, in Plat Cabinet 51 page 76.

Situated in Madison County, State of Illinois.

Informational Notes:

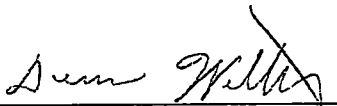
Permanent Index Number: 09-2-22-21-00-000-044
Common Address: 1067 KA Acres Rd
Troy, IL 62294

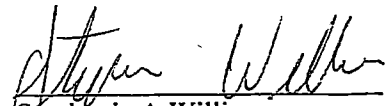
Prior Deed Reference: 2017R32042

Subject, however, to the general taxes for the year of 2022 and thereafter, to all instruments, covenants, restrictions, conditions, exceptions and liens of record, and subject to the rights or claims of parties in possession under recorded leases, applicable zoning laws, ordinances, regulations or subdivision indentures, all mineral interests previously reserved or conveyed, and any facts or exceptions which an accurate survey or inspection of the Property would show.

The Grantor hereby releases and waives all rights under and by virtue of the Homestead Exemptions Laws of the State of Illinois.

Dated this 29th day of July, 2022

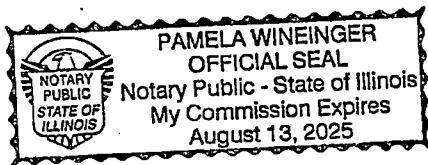

Dennis Williams

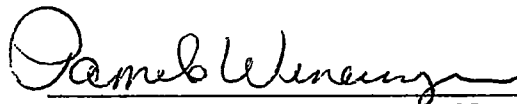

Stephanie A Williams

STATE OF ILLINOIS)
COUNTY OF ~~MADISON~~ St Clair)SS.

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT Dennis Williams and Stephanie A Williams, a married couple personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/her/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 29th day of July, 2022




Notary Public

Send Future Tax Bills to:

Andrew I. Saulitis
1067 KA Acres Rd
Troy, IL 62294

Return this document to:

Benchmark Title Company, LLC
1124 Hartman Lane
Shiloh, IL 62221

The form of this instrument was prepared by:

Nathaniel S. Walsh, Esq.
1124 Hartman Lane
Shiloh, Illinois 62221

LEGAL DESCRIPTION

EXHIBIT A

Lot 13 of First Addition to K-A Country Estates, a subdivision according to the plat thereof recorded in the Recorder's Office of Madison County, Illinois, in Plat Cabinet 51 page 76.

Situated in Madison County, State of Illinois.

**PRE-ANNEXATION
REQUIREMENTS**

**Petitioners Must Furnish All of the Following Information with
Their Agreement for Water Service and Pre-annexation**

- 1) Full names, addresses and phone numbers of ALL 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 receipt of completed application for water service. In order for water service 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 service 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: 1067 K-A Acres Rd

Signed: *Andrew Smith*
(Property Owner)

Dated: 7/26/22

Signed: _____
(Property Owner)

Dated: _____

Accepted by: *Jen Daniel*
(City of Troy Representative)

1067 K-A Acres Road



Service Layer Credits



Author:
Copyright: Madison County Government

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mi

Date: 10/31/2022
Time: 11:00 AM



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 6:19 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: Andrew Saulitis, 1087 K-A Acres Road Troy, IL 62294 (parcel no 09-2-22-21-00-000-044). 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