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Prepared by:

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

2023R04465
STATE OF ILLINOIS
MADISON COUNTY
02/17/2023 12:46 PM
LINDA A. ANDREAS
CLERK & RECORDER
REC FEE: 50.00
CO STAMP FEE:
ST STAMP FEE:
FF FEE:
RHSPS FEE:
OF PAGES: 11

CITY OF TROY

ORDINANCE 2023 – 06

50.00

AN ORDINANCE AUTHORIZING THE EXECUTION OF A WATER SERVICE AND PRE-ANNEXATION AGREEMENT (8806 Country Ln.)

ADOPTED BY THE CITY COUNCIL OF THE CITY OF TROY, ILLINOIS THIS 17th DAY OF JANUARY, 2023

DR

ORDINANCE NO. 2023-06

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 Gail Kelley Radford (WOODSIDE LOT 2; PPID 09-2-22-14-17-301-002), and commonly known as 8806 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 17th day of January, 2023, 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 January, 2023 by at least a vote of two-thirds of the corporate authorities of the City of Troy, Illinois.

Aldermen:	**Dawson**	AYE	**Italiano**	AYE	**Total:**	8	**Ayes**
	Flint	AYE	**Knoll**	AYE			
	Hellrung	AYE	**Manley**	AYE		0	**Nays**
	Henderson	AYE	**Turner**	AYE			

APPROVED by the Mayor of the City of Troy, Illinois, the 17th day of January, 2023.

APPROVED:

David Nonn
Mayor, City of Troy, Illinois

ATTEST:

Kim Thomas
City Clerk, City of Troy, Illinois

(SEAL)

CITY OF TROY, ILLINOIS

AGREEMENT FOR WATER SERVICE AND PRE-ANNEXATION

Property Address: 8806 Country Lane

Resident: Gail Rafford Resident: _____

Phone Number: 618-612-5001 Phone Number: _____

Email: gailkelley36@yahoo.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 17TH day of JANUARY, 2023, 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 JANUARY, 2023, the corporate authorities of the City did by vote of 8 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	Printed Name	Date Signed
Owner Signature	Printed Name	Date Signed

DATED this 17TH day of JANUARY, 2023.

CITY OF TROY, ILLINOIS:

Mayor, City of Troy

City Clerk, City of Troy

WARRANTY DEED

140049
klk

THIS INDENTURE WITNESSETH, that the Grantors, JOHN R. GIBSON, JR. AND JO ANN GIBSON, 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 GAIL KELLEY RADFORD

whose address is:

the following described real estate, to-wit:

Lot 2 in Woodside Subdivision, a subdivision according to the plat therefore recorded in the Recorder's Office of Madison County, Illinois in Plat Book 40 Page 80 (except coal and other mineral rights, excepted or reserved in prior conveyances) in Madison County, Illinois.

Commonly known as: 8806 Country Ln., Troy, IL 62294

Permanent Parcel No. 09-2-22-14-17-301-002

SUBJECT TO THE EASEMENTS, COVENANTS AND RESTRICTIONS OF RECORD.

GK

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

Dated this 18th day of August, 2022.

JOHN R. GIBSON, JR.

JO ANN GIBSON

STATE OF ILLINOIS)
) SS
COUNTY OF Madison)

I, the undersigned, a Notary Public in and for said county and state aforesaid, DO HEREBY CERTIFY THAT JOHN R. GIBSON, JR. AND JO ANN GIBSON, 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 18th day of August, 2022.

Notary Public

OFFICIAL SEAL
SYDNEY M STOLTE
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:07/09/23

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

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)

(X) 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.

____ 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.

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

____ 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.

____ 5. A conveyance of land owned by a public utility 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.

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

____ 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 John R. Gibson, Jr. SIGNATURE John R. Gibson, Jr. DATE: 8-18, 2022
(Please Print)

Subscribed and sworn to before me this 18 day of August, 2022

OFFICIAL SEAL
SYDNEY M STOLTE
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:07/09/23

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: _____

Municipal Planning Official's Signature	*Print Name*	*Date*
Municipal Planning Official's Signature	*Print Name*	*Date*

(Revised 8/11)

The City of TROY ILLINOIS
Everything Within Reach

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 9/22/2022 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.

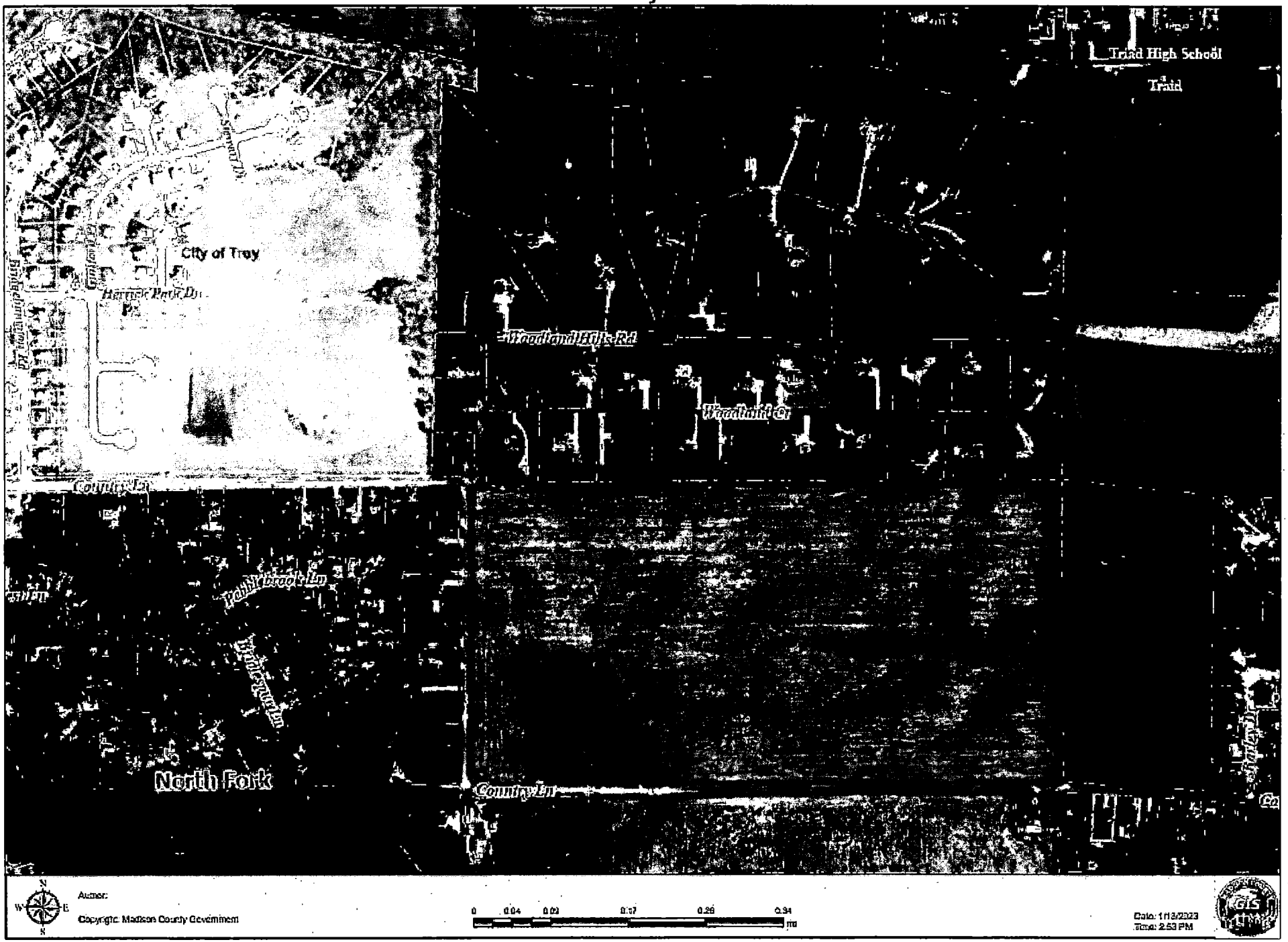
We, the undersigned property owner(s), agree to the foregoing and agree to provide the City of Troy with a completed Agreement for Water Service and Pre-Annexation along with required documentation by 9/22/2022.

Property Address: 88016 Country Ln

Signed: Eric Radford Dated: Aug 22
(Property Owners)

Accepted by: _____
(City of Troy Representative)

8806 Country Lane



Troy Times Tribune

Legal Notice

Run Date(s): 12/29

Certificate of Publication

The **Troy Times Tribune** is a secular newspaper, has been continuously published weekly for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the city of **Troy**, county of **Madison**, State of Illinois, is of general circulation throughout that county and surrounding areas, and is a newspaper as defined by 715 ILCS 5/5.

This notice, a copy of which is attached, was published 1 times in **Troy Times Tribune**, one time per week for 1 week(s).

The first publication of the notice was made in the newspaper, dated and published on 12/29 and the last publication was 12/29.

Troy Times Tribune has signed this certificate by its registered agent.

Troy Times Tribune
By: Allison Kinney

Registered Agent
Date: 1/2/23

Publication Charge: $ 18.40

NOTICE OF A PUBLIC HEARING

A Public Hearing will be held on Tuesday, January 17, 2023 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 Gail Kelley Radford, 8806 Country Lane, Troy, IL 62294 (parcel no 09-2-22-14-17-301-002).

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
12/29C

END OF DOCUMENT