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Prepared by:

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

2023R15028
STATE OF ILLINOIS
MADISON COUNTY
06/09/2023 11:14 AM
LINDA A. ANDREAS
CLERK & RECORDER
REC FEE: 50.00
CO STAMP FEE:
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OF PAGES: 11

CITY OF TROY

ORDINANCE 2023 – 27

5000 CTY

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A WATER SERVICE AND
PRE-ANNEXATION AGREEMENT (76 West Lake Drive)**

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF TROY, ILLINOIS
THIS 5th DAY OF JUNE, 2023**

DR

ORDINANCE NO. 2023-27

**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 Nadine P. Ferrero (TWIN LAKES WEST LOT 76 99.9X119.1X IRR) PPID 09-2-22-10-15-401-002), and commonly known as 76 West Lake Drive, 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 5th day of June, 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 5th day of June, 2023 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>AYE</u>	Total:	<u>8</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 5th day of June, 2023.

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: New Lake Dr Troy IL 62294

Resident: Nadine P Ferrero Resident: _____
Phone Number: 217-271-9110 Phone Number: _____
Email: Nadine.ferrero45@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 5TH day of JUNE, 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 5TH day of JUNE, 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.

Nadine Ferrero
Owner Signature

Nadine Ferrero
Printed Name

4/17/2023
Date Signed

Owner Signature

Printed Name

Date Signed

DATED this 17th day of April, 2023.

CITY OF TROY, ILLINOIS:

[Signature]
Mayor, City of Troy

[Signature]
City Clerk, City of Troy

THE ABOVE SPACE FOR RECORDER'S USE ONLY

WARRANTY DEED

THIS INDENTURE WITNESSETH, That the Grantor:

Bradley Bogue and Danielle Bogue, husband and wife, not as tenants in common but as joint tenants with right of survivorship

for and in consideration of the sum of One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, CONVEY and WARRANT to

Nadine Ferrero, a single person

whose address is: **709 North 8th Street, Bensld, IL 62009**

the following described real estate commonly known as **76 West Lake Drive, Troy, IL 62294**

See Exhibit A for Legal Description

situated in **Madison** County, Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Dated this 16th day of April 2023

Bradley Bogue
Bradley Bogue

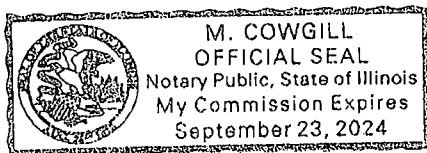
Danielle Bogue
Danielle Bogue

STATE OF ILLINOIS)	
COUNTY OF <u>St Clair</u>)	SS

I, the undersigned, a Notary Public, in and for said County and State aforesaid, do hereby certify that Bradley Bogue and Danielle Bogue, known to me to be the same person(s) whose name 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 16th day of April, 2023.

My commission expires:



M. Cowgill
Notary Public

THIS INSTRUMENT PREPARED BY Mottaz Law Office 2600 D. State Street Alton, IL 62002	FUTURE TAX BILLS should be sent to: Nadine Ferrero 76 West Lake Drive Troy, IL 62294
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PLEASE RETURN THIS DOCUMENT Re: Z230270 TO: Community Title Shiloh, LLC 1207 Thouvenot Lane, Suite 800 Shiloh, IL 62269
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Exhibit A

Lot 76 in "Twin Lakes West, a subdivision in Section 10, Township 3 North, Range 7 West of the 3rd PM" according to the plat thereof recorded in Plat Book 34 page 126 in the Recorder's Office of Madison County, Illinois.

Except any interest in the coal, oil, gas and other mineral rights underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil gas and other minerals, if any.

Situated in Madison County, Illinois.

PIN: 09-2-22-10-15-401-002



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 5/15/2023 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 5/15/2023.

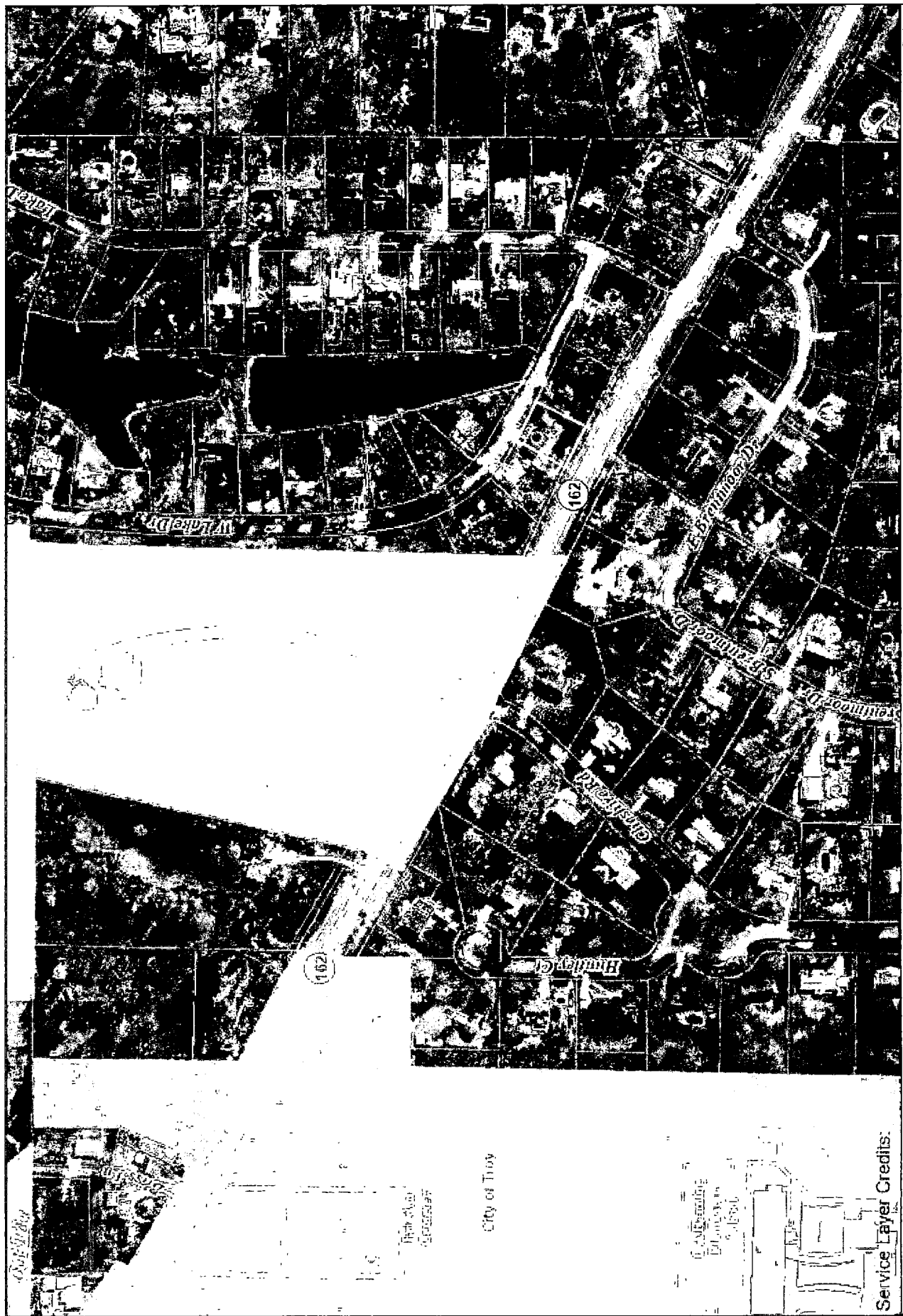
Property Address: 76 W Lake Dr Troy

Signed: Nadine Ferrero
(Property Owners)

Dated: 4/11/2023

Accepted by: Jan Daniel
(City of Troy Representative)

76 West Lake Drive



Service Layer Credits:

City of Troy

Highway

Water

Land Use

Topography

Vegetation

Buildings

Streets

Utilities

Other

Author:
Copyright: Madison County Government

Scale:
0 0.2 0.4 0.6 0.8 1.0 1.2 1.4 1.6 1.8 2.0 miles

North Arrow:
N

GIS:
Date: 8/17/23
Time: 3:48 AM

Troy Times Tribune

Legal Notice

Run Date(s): May 25, 2023

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 5/25 and the last publication was 5/25.

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

Troy Times Tribune

By:

[Signature]
Registered Agent

Date: 5/30/23

Publication Charge: \$ 14.40

A Public Hearing will be held on Monday, June 5, 2023 at 6:21 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: Nadine P Ferrero, 76 W Lake Drive - Troy, IL 62294 (parcel no 09-2-22-10-15-401-002) At this time any and all proponents/opponents to the terms of the Water Service and Pre-annexation Agreement will be heard. City Clerk Kimberly Thomas 5/25

END OF DOCUMENT