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Prepared by:

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

2023R15029
STATE OF ILLINOIS
MADISON COUNTY
06/09/2023 11:14 AM
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 – 28

50⁰⁰ CTY

AN ORDINANCE AUTHORIZING THE EXECUTION OF A WATER SERVICE AND
PRE-ANNEXATION AGREEMENT (201 Willow Drive)

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

DR

ORDINANCE NO. 2023-28

**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 David P. Schreiber and Patricia A. Schreiber (ARTH ESTATES LOT 5 100X150); PPID 09-2-22-18-01-101-033), and commonly known as 201 Willow, 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 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.

APPROVED:

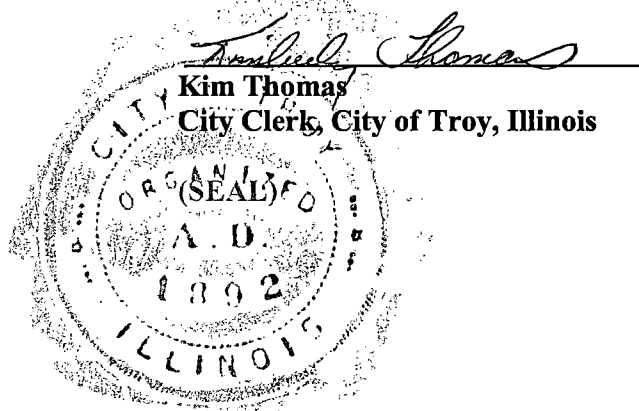


David Nonn
Mayor, City of Troy, Illinois

ATTEST:



Kim Thomas
City Clerk, City of Troy, Illinois



CITY OF TROY, ILLINOIS
AGREEMENT FOR WATER SERVICE AND PRE-ANNEXATION

Property Address: 201 Willow Drive

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

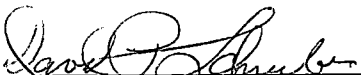
WHEREAS, the City Council of the City did, on the 5TH day of JUNE, 2023, hold and conduct a public hearing pursuant to notice and statute at which time any proponents or opponents to the terms of the Agreement for Water Service and Pre-Annexation were heard in such public hearing, and

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.


Owner Signature

David P. Schreiber
Printed Name

5-18-2023
Date Signed



Owner Signature


PATRICIA A. SCHREIBER
Printed Name

5-18-2023
Date Signed

DATED this 5TH day of JUNE, 2023.

CITY OF TROY, ILLINOIS:


Mayor, City of Troy


City Clerk, City of Troy

FATC # 1142605



First American Title Insurance Company

**WARRANTY DEED
ILLINOIS STATUTORY
Tenants by the Entirety**

2005R32413

STATE OF ILLINOIS
MADISON COUNTY
FILED FOR RECORD IN
THE RECORDERS OFFICE

06/15/2005 12:02PM

DANIEL R. DONOHOO
RECORDER

DOC FEE: \$212.50
PAGES: 4

25.00

THE GRANTOR(S) Melinda Roberts, f/k/a Melinda Eccher of the City of Collinsville, County of Madison, State of IL
for and in consideration of Ten and 00/100 Dollars, and other good and valuable consideration in hand paid, CONVEY(S) and
WARRANT(S) to David p. Schreiber and Patricia A. Schreiber, husband and wife, as tenants by the entirety, of the County of Madison
all interest in the following described Real Estate situated in the County of Madison in the State of IL, to wit:

See Exhibit "A" attached hereto and made a part hereof

SUBJECT TO: Covenants, conditions and restrictions of record

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.
TO HAVE AND TO HOLD said premises as husband and wife, as tenants by the entirety forever.

Permanent Real Estate Index Number(s): 09-2-22-18-01-101-033

Address(es) of Real Estate: 201 Willow Drive, Collinsville, IL 62234

Dated this 9 day of June, 20 05

Melinda Roberts
Melinda Roberts, f/k/a Melinda Eccher

STATE & COUNTY
TAX

STATE OF ILLINOIS



JUN. 15. 05

MADISON COUNTY

0000004277

REAL ESTATE
TRANSFER TAX

00187.50

FP326651

STATE OF ILLINOIS, COUNTY OF

Madison

SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT Melinda Roberts, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, 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 official seal, this

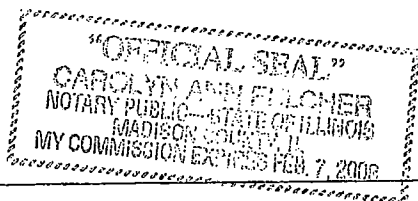
9

day of

June

, 20

05



A handwritten signature in dark ink, appearing to be "C. Filchner", written over a horizontal line.

(Notary Public)

Prepared by:

Amy Sholar, Attorney at Law

Registration #6276639

2010 State Street

Alton, IL 62002

Mail To: David Schreiber
27 Wheat Dr.
Troy, IL 62294

Name and Address of Taxpayer:

David P. Schreiber and Patricia A. Schreiber

same

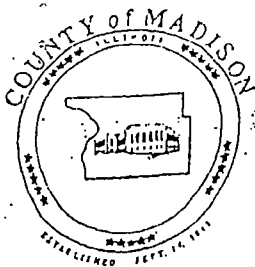
Exhibit "A" – Legal Description

LOT 5 IN ARTH ESTATES, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF MADISON COUNTY, ILLINOIS IN PLAT BOOK 45 PAGE 8.

EXCEPT COAL, GAS AND OTHER MINERAL RIGHTS EXCEPTED OR RESERVED IN PRIOR CONVEYANCES.

SITUATED IN THE COUNTY OF MADISON, STATE OF ILLINOIS.

PERMANENT PARCEL NO. 09-2-22-18-01-101-033.



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)

☐ 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.

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 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 Melinda Roberts SIGNATURE Melinda Roberts DATE: Jun 9, 2005
(Please Print)

Subscribed and sworn to before me this 9 day of June, 2005

"OFFICIAL SEAL"

CAROLYN ANN FULCHER
NOTARY PUBLIC - STATE OF ILLINOIS
MADISON COUNTY, IL

MY COMMISSION EXPIRES FEB. 7, 2008

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. For your protection it is required that this land division be reviewed & approved by the participating municipality.

(Please check one) ☐ Municipality Jurisdiction ☐ County Jurisdiction

Municipality(s) With Jurisdiction:

END OF DOCUMENT

Municipal Planning Official's Signature

Print Name

Date

Municipal Planning Official's Signature

Print Name

Date

201 Willow Drive





North

Author:

Copyright: Madison County Government



0 0.1 0.2 0.3 0.4 0.5 0.6 0.7 0.8 0.9 1.0

Miles



Madison County Government

2023 R15029

Page 10 of 11

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:



Registered Agent

Date: 5/30/23

Publication Charge: \$ 11.20

A Public Hearing will be held on Monday, June 5, 2023 at 6:22p.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 David P and Patricia A Schreiber, 201 Willow Drive - Collinsville, IL 62234 (parcel no 09-2-22-18-01-101-033).

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

5/25c

END OF DOCUMENT