



DocId:6889532

Tx:4593086

Prepared by:

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

2023R15030
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: 12

CITY OF TROY

ORDINANCE 2023 – 29

5000 CTY

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A WATER SERVICE AND
PRE-ANNEXATION AGREEMENT (206 Hazel Street)**

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

DR

ORDINANCE NO. 2023-29

**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 Michial A Linenfelser (HAZELWOOD PLACE LOT PT 7 ALL 9 75X130.6); PPID 09-2-22-04-15-401-004), and commonly known as 206 Hazel Street, 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.

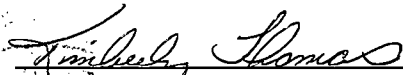
SECTION 2: That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

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.

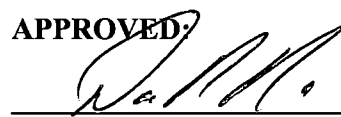
Aldermen:	Dawson	<u>AYE</u>	Italiano	<u>AYE</u>	Total:	<u>8</u>	Ayes
	Flint	<u>AYE</u>	Knoll	<u>AYE</u>			
	Hellrung	<u>AYE</u>	Manley	<u>AYE</u>		<u>0</u>	Nays
	Henderson	<u>AYE</u>	Turner	<u>AYE</u>			

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: 206 HAZEL ST TROY, IL 62294

Resident: Michial A Linenfelter

Resident: _____

Phone Number: 314-560-8606

Phone Number: _____

Email: Michial71@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 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 30TH 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.

Michial A Liner
Owner Signature

Michial A Liner
Printed Name

1-30-23
Date Signed

Owner Signature

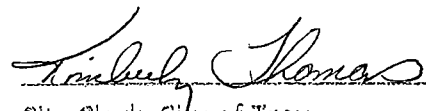
Printed Name

Date Signed

DATED this 5TH day of JUNE, 20 23.

CITY OF TROY, ILLINOIS:


Mayor, City of Troy


City Clerk, City of Troy

Pinnacle Title Agency
1003 E. Wesley Drive, Suite C
O'Fallon, IL 62269

File # 15139-22

**WARRANTY DEED
ILLINOIS STATUTORY
INDIVIDUAL TO INDIVIDUAL**

PTAX-037547



DocId:8852078

Tx:4583459

2023R03664
STATE OF ILLINOIS
MADISON COUNTY
02/09/2023 10:37 AM
LINDA A. ANDREAS
CLERK & RECORDER
REC FEE: 56.00
CO STAMP FEE: 107.00
ST STAMP FEE: 214.00
RHSPS FEE: 9.00
OF PAGES: 4

\$600 #2483

PINNACLE TITLE: PTA-15139-22

THE GRANTOR(S) **Marla Bailey Klopmeier and Kenneth R. Klopmeier, a married couple**, of the County of **MADISON** and State of **ILLINOIS**, for and in consideration of **TEN & 00/100 DOLLARS**, and other good and valuable consideration in hand paid, **CONVEY AND WARRANT TO Michial A. Linenfelser, unmarried man**, whose address is: **206 Hazel St., Troy, IL 62294** all interest in the following described Real Estate situated in the County of **MADISON**, in the State of Illinois, to wit:

Lot Number Nine (9) and the East One-half of Lot Number Seven (7) in HAZELWOOD PLACE, a subdivision of part of the Southeast Quarter of Section 4, Township 3 North, Range 7 West of the Third Principal Meridian, as shown on the plat thereof recorded in the Recorder's Office of Madison County, Illinois in Plat Book 7 page 24.

Except any interest in the coal, oil, gas, and other minerals 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 the County of Madison and State of Illinois.

Real Estate Index #: 09-2-22-04-15-401-004

Commonly Known As: 206 Hazel St.
Troy, IL 62294

Previous Deed: 2022R20830

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

DATED THIS 24 day of January 2023.

GRANTOR:

Marla Bailey Klopmeier
Marla Bailey Klopmeier

Kenneth R. Klopmeier
Kenneth R. Klopmeier

STATE OF Alabama)
COUNTY OF Baldwin) ss.

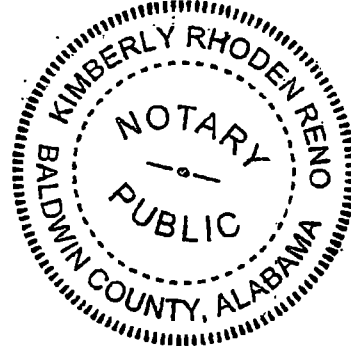
On this 24th day of January, 2023, before me personally appeared Marla Bailey Klopmeier and Kenneth R. Klopmeier, a married couple, to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that they/he/she executed the same as their/his/her free act and deed and said trust is still in full force and effect and has not been revoked or amended.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Baldwin and State aforesaid, the day and year first above written.

Kimberly Rhoden Reno
Notary Public

My term expires: April 5, 2025

COUNTY/ILLINOIS TRANSFER TAX STAMP:



OR.

EXEMPT under provisions of Paragraph _____ Section 31-45, of the Real Estate Transfer Tax Act. Dated the _____ day of _____, 2022.

Buyer, Seller or Representative

Prepared By:

***Bruce R. Bartlett, Attorney at Law
Registration #:6226602
222 S. Central Ave., Ste. 550
St. Louis, MO 63105***

Mail to:

***Pinnacle Title Agency, LLC
1003 E. Wesley Dr., Ste. C
O'Fallon, IL 62269***

Name & Address of Taxpayer:

***Michial A. Linenselser
206 Hazel St.
Troy, IL 62294***



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.

___ 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)

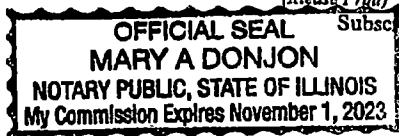
IF A IS MARKED ABOVE, APPROVAL BY THE MAPS & PLATS GIS DIVISION IS NOT REQUIRED.
IF B OR C IS MARKED ABOVE, APPROVAL BY THE MAPS & PLATS GIS DIVISION IS REQUIRED.

Under the penalties of perjury I swear that the statements contained here are true and correct.

NAME Ty Weather SIGNATURE: Ty Weather DATE: 1-30, 2023

(Please Print)

Subscribed and sworn to before me this 30th day of January, 2023



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)

Madison County Maps & Plats GIS Division, 157 North Main Street, Suite 229, Edwardsville, IL 62025-1964; Ph (618) 692-7040 ext. 4586; Fax (618) 692-8298

END OF DOCUMENT



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 2-30-23 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 2-30-23.

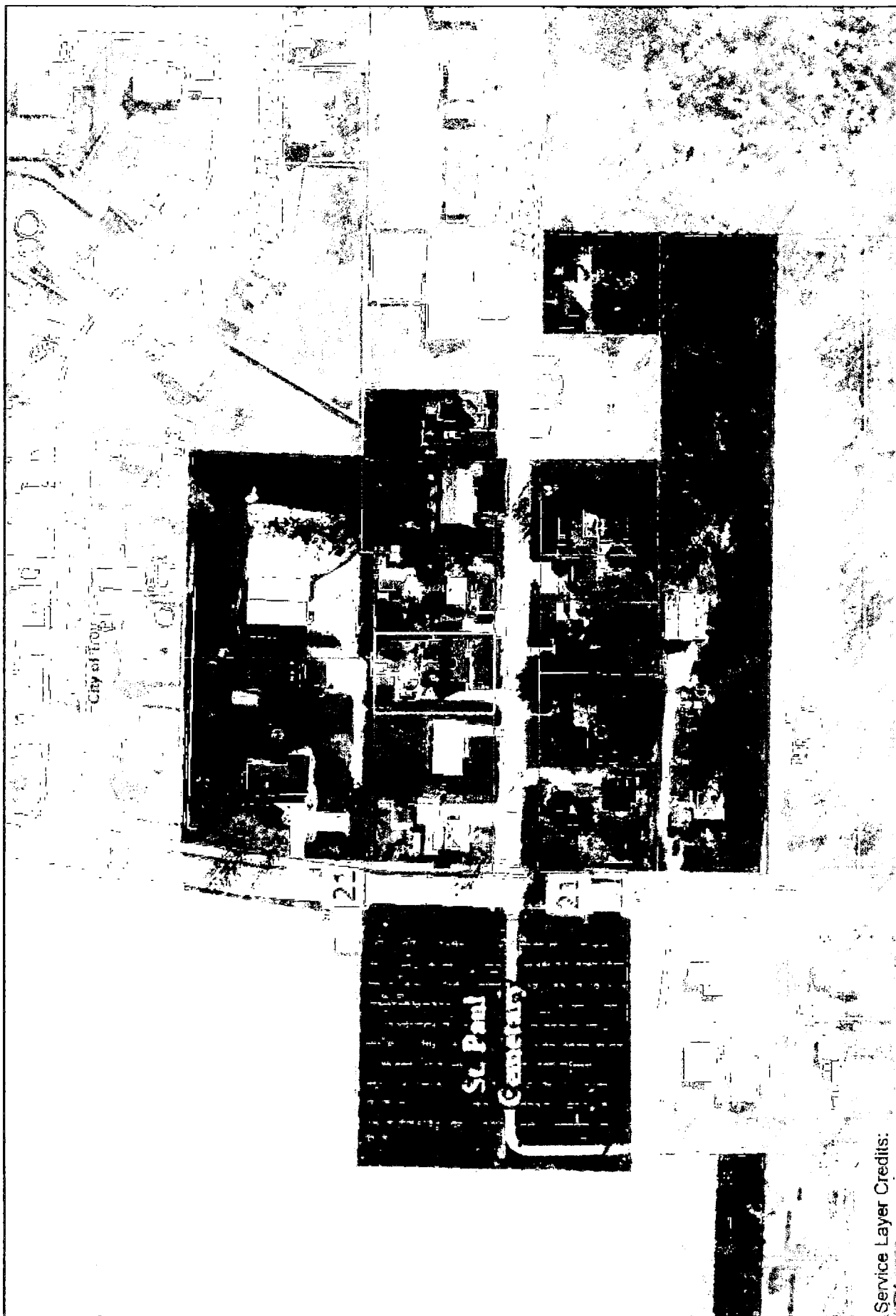
Property Address: 206 Hazel St. TROY, IL 62294

Signed: Michael A. L...
(Property Owners)

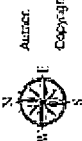
Dated: 1-30-2023

Accepted by: M...
(City of Troy Representative)

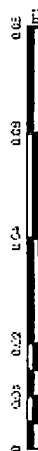
206 Hazel Street



Service Layer Credits:



Author:
Copyright Madison County Government



Date: 5/31/2023
Time: 3:51 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:

mzo

Registered Agent

Date: 5/30/2023

Publication Charge: \$ 12.00

A Public Hearing will be held on Monday, June 5, 2023 at 6:23 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: Michial A Linenfelter, 206 Hazel Street - Troy, IL 62294 (parcel no 09-2-22-04-15-401-004) 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