



DocId:18869536

Tx:4593086

Prepared by:

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

2023R15034
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 – 33

50⁰⁰ CTY

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A WATER SERVICE AND
PRE-ANNEXATION AGREEMENT (2100 Kennedy Drive)**

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

DR

ORDINANCE NO. 2023-33

**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 Christopher Shane Howard and Dannielle Howard (TR SW LY S HWY 162 130X125); PPID 09-1-22-06-00-000-008), and commonly known as 2100 Kennedy 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.

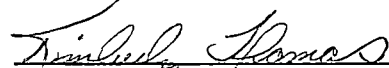
SECTION 2: That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

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>			

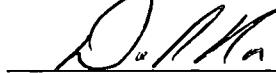
APPROVED by the Mayor of the City of Troy, Illinois, the 5th day of June, 2023.

ATTEST:


Kim Thomas
City Clerk, City of Troy, Illinois

(SEAL)

APPROVED:


David Nonn
Mayor, City of Troy, Illinois

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

Property Address: 2100 Kennedy DR Troy, IL 62294
Resident: Christopher Howard Resident: Dannielle Howard
Phone Number: 618-225-9496 Phone Number: 618-550-8178
Email: chris-howard@hotmail.com Email: dannielle.howard@hotmail.com

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

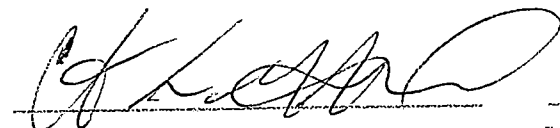
WHEREAS, the City Council of the City did, on the 5TH day of JUNE, 2023, hold and conduct a public hearing pursuant to notice and statute at which time any proponents or opponents to the terms of the Agreement for Water Service and Pre-Annexation were heard in such public hearing, and

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

Christopher S. Howard

Printed Name

1-27-23

Date Signed



Owner Signature

Dannielle Howard

Printed Name

1-27-2023

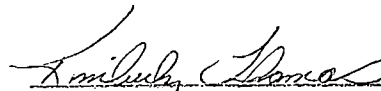
Date Signed

DATED this 5TH day of JUNE, 2023.

CITY OF TROY, ILLINOIS:



Mayor, City of Troy



City Clerk, City of Troy



DocId:8851150

Tx:4582875

PTAX-037445

Prepared by: Ryan C. Kerner
 The Kerner Group, LLC
 16090 Swingley Ridge Rd.
 Chesterfield, MO 63017
 Recording Requested by
 Freedom Title, File Number: 22LT08211

When recorded return to:
 Freedom Title *Stein*
 16090 Swingley Ridge Rd.
 Chesterfield, MO 63017

Send Future Tax Bills to:
 Christopher Shane Howard and Dannielle Howard
 2975 Candytuft Dr.
 Highland IL, 62249

Prior deed: Document No. 2023R00016

Parcel ID #: 09-1-22-06-00-000-008

2023R03017
 STATE OF ILLINOIS
 MADISON COUNTY
 02/02/2023 10:03 AM
 LINDA A. ANDREAS
 CLERK & RECORDER
 REC FEE: 51.00
 CO STAMP FEE: 34.00
 ST STAMP FEE: 68.00
 RHSPS FEE: 9.00
 # OF PAGES: 4

60.00025330

22LT08211

WARRANTY DEED

①

THIS DEED, made and entered into this 20 day of January 2023 by and between TD Properties IL, LLC, Grantor(s), Party or Parties of the First Part, and

Christopher Shane Howard and Dannielle Howard, husband and wife, as Joint Tenants With Right of Survivorship, Grantee(s), Party of the Second Part.

WITNESSETH, that the said party or parties of first part, for and in consideration of the sum of Ten Dollars and No Cents (\$10.00) and other valuable consideration paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, **do hereby convey and warrant** unto the said party or parties of the second part, the following described Real Estate, situated in the County of Madison, State of Illinois, to- wit:

A tract of land in the Southwest fractional quarter of Section 6, Township 3 North, 7 West of the Third Principal Meridian, Madison County, Illinois more fully described as follows:

From the Southwest corner of the Southwest fractional quarter of Section 6, measure East, along the South line of said Southwest fractional quarter, a distance of 758.0 feet; thence North a distance of 1,057.7 feet to a point, said point being the point of beginning of the tract herein described; thence continuing North from said beginning point and along a Northerly extension of the last described course, a distance of 772.30 feet to a point on the Southerly right of way line of State Aid Route 9, as the same is located and in use as of August 25, 1962; thence Northwesterly along said Southerly right of way line, the same being along a curve to the left having a radius of 1419.41 feet, a distance of 153.58 feet to

Handwritten signature

the Northeast corner of a 0.32 acre tract; thence South along the East line of said 0.32 acre tract, a distance of 87.2 feet; thence West along the South line of said 0.32 acre tract a distance of 130.0 feet to the Southwest corner of said 0.32 acre tract; thence South along the Southerly extension of the West line of said 0.32 acre tract a distance of 125.0 feet; thence East a distance of 130.0 feet; thence South a distance of 615.94 feet; thence East a distance of 143.0 feet to the point of beginning.

EXCEPTING THEREFROM that part thereof conveyed to William S. Catalano and Dorothy Catalano by Deed dated August 14, 1974 and recorded October 24, 1974 in Book 2986 Page 1511.

ALSO EXCEPTING THEREFROM all coal, gas and other mineral rights conveyed, excepted or reserved in prior conveyances. Situated in Madison County Illinois.

ALSO

An Easement for ingress and egress over a strip of land of the uniform width of 16 feet from East to West located in the Southwest fractional quarter of Section 6, Township 3 North, Range 7 West of the Third Principal Meridian, Madison County, Illinois, more fully described as follows:

From the Southwest corner of the Southwest fractional quarter Section 6, measure East along the South line of said Southwest fractional quarter, a distance of 150 feet to a point on the East right of way line of the Illinois Terminal Railroad; thence North along the East right of way line of said railroad, a distance of 1774.8 feet; thence East a distance of 38.1 feet; thence North a distance of 182.5 feet to a point on the Southerly right of way line of State Aid Route 9; thence East along said Southerly right of way line, a distance of 8.8 feet to a point of curve; thence Southeasterly along the Southerly right of way line of State Aid Route 9, the same being a curve to the right having a radius of 1419.41 feet a distance of 265.9 feet to a point, said point being the point of beginning of the strip herein described; thence South from said beginning point a distance of 251.6 feet; thence East a distance of 16 feet; thence North a distance of 248 feet to a point on the Southerly right of way line of State Aid Route 9; thence Northwesterly along said Southerly right of way line a distance of 16.38 to the point of beginning. Situated in Madison County Illinois.

Commonly known as: 2100 Kennedy Dr., Troy, IL 62294.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever.

So that neither the said party or parties of the first part, nor their heirs, nor any other person or persons for them or in their names of be half, shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof, but they and everyone of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said party or parties of the first part and second part has or have hereunto set their hand or hands the day and year first above written.

Grantor:

TD Properties IL, LLC

By: _____

Caleb Davis

By: _____

James Manning

By: _____

Ryan Wessels

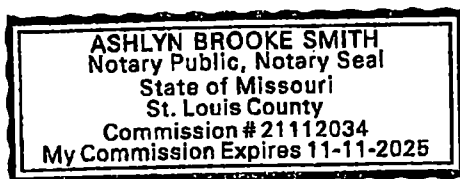
STATE OF Missouri)
COUNTY OF Saint Louis)SS.

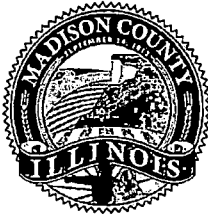
On this 20 day of January 2023, before me personally appeared **Caleb Davis, James Manning and Ryan Wessels**, to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their free act and deed, as the party or parties of **the first part**.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the aforementioned County and State on the date first above written.

Ashlyn Brooke Smith
Notary Public

My term expires: 11-11-2025





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.

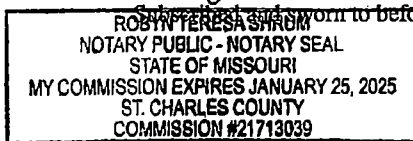
____ 8. The sale or exchange of parcels of land following the division into no more than two (2) parts of a parcel existing on July 17, 1959, and not involving any new streets or easements of access.

____ 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 Kara Meyer SIGNATURE: Kara Meyer DATE: 01/30, 2023
 (Please Print)



Robyn Teresa Shrum
 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

END OF DOCUMENT

(Revised 8/11)



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 2-27-23 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 2-27-23.

Property Address: 2100 Kennedy Dr Troy, IL 62294

Signed:


(Property Owners)

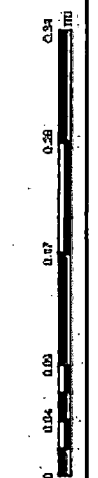
Dated: 1-27-2023

Accepted by:

M. Vinton
(City of Troy Representative)

[illegible]

DATE: 5/31/2023
TIME: 0255AM



Author.

Copyright: Madison County Government

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: 5/30/23

Publication Charge: \$ 16.00

A Public Hearing will be held on Monday, June 5, 2023 at 6:27 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: Christopher Shane and Dannielle Howard, 2100 Kennedy Drive - Troy, IL 62294 (parcel no 09-1-22-06-00-000-008)

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