



DocId:8873169

Tx:4606087

**RETURN TO:**

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

2023R30407  
STATE OF ILLINOIS  
MADISON COUNTY  
11/13/2023 11:28 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 – 58**

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**AN ORDINANCE AUTHORIZING THE EXECUTION OF A WATER SERVICE AND  
PRE-ANNEXATION AGREEMENT (103 Willow Drive, Collinsville)**

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**ADOPTED BY THE CITY COUNCIL OF THE CITY OF TROY, ILLINOIS  
THIS 6<sup>th</sup> DAY OF NOVEMBER, 2023**

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1  
\$50.00 CITY

**ORDINANCE NO. 2023-58**

**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 Paula A And Joseph D Brewer, (Wilson Heights N Pt Lt 8; PPID 09-2-22-18-01-101-007.001), and commonly known as 103 Willow, Collinsville, Illinois 62234; 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 6<sup>th</sup> day of November, 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 6<sup>th</sup> day of November, 2023 by at least a vote of two-thirds of the corporate authorities of the City of Troy, Illinois.

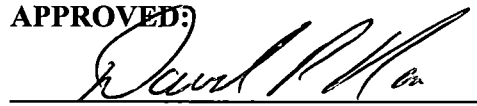
<b>Aldermen:</b>	<b>Dawson</b>	<u>AYE</u>	<b>Italiano</b>	<u>ABSENT</u>	<b>Total:</b>	<u>7</u>	<b>Ayes</b>
	<b>Flint</b>	<u>AYE</u>	<b>Knoll</b>	<u>AYE</u>			
	<b>Hellrung</b>	<u>AYE</u>	<b>Manley</b>	<u>AYE</u>		<u>0</u>	<b>Nays</b>
	<b>Henderson</b>	<u>AYE</u>	<b>Turner</b>	<u>AYE</u>			

**APPROVED** by the Mayor of the City of Troy, Illinois, the 6<sup>th</sup> day of November, 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: 103 Willow Dr Collinsville, IL 62234

Resident: Rula & Joseph Brewer Resident: \_\_\_\_\_  
Phone Number: 618 250 9869 Phone Number: \_\_\_\_\_  
Email: jp.brewer6670@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 6<sup>TH</sup> day of NOVEMBER, 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 6<sup>TH</sup> day of NOVEMBER, 2023, the corporate authorities of the City did by vote of 7 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.

Paula A. Brewer  
Owner Signature

Paula A. Brewer  
Printed Name

6-5-23  
Date Signed

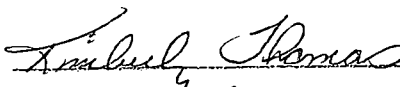
Joseph D Brewer  
Owner Signature

Joseph D Brewer  
Printed Name

6-5-23  
Date Signed

DATED this 5<sup>th</sup> day of June, 2023.  
6TH ~~NOVEMBER~~ 2023  
CITY OF TROY, ILLINOIS:

  
Mayor, City of Troy

  
City Clerk, City of Troy

FATIC # 3153691

This Deed prepared by:  
PAUL H. LAUBER  
3 B Club Centre Court  
Edwardsville, IL 62025  
618 692 9080  
618 692 9105 fax  
paul@lauberlaw.us

2023R06828  
STATE OF ILLINOIS  
MADISON COUNTY  
03/14/2023 01:34 PM  
LINDA A. ANDREAS  
CLERK & RECORDER  
REC FEE: 51.00  
CO STAMP FEE: 77.50  
ST STAMP FEE: 155.00  
RHSPS FEE: 9.00  
# OF PAGES: 4

PTAX-037999

### WARRANTY DEED

The Grantors, SHANNON ADAMS, SUSAN BURRIS, KELLY LUCAS, AND SHAWN REYNOLDS, remainder owners to JAMES R. FRIZZELL, who died November 20, 2020, and MAXINE R. FRIZZELL, who died September 25, 2022, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto

PAULA A. BREWER AND JOSEPH D. BREWER, as JOINT TENANTS, Grantees, the following described real estate, to-wit:

Part of Lot 8 in Block 2 in WILSON HEIGHTS, in part of the Northwest Quarter of Section 18, Township 3 North, Range 7 West of the Third Principal Meridian, Madison County, Illinois, reference being had to the plat thereof recorded in Plat Book 14 on Page 60 of the Madison County, Illinois Recorder's Office, more particularly described as follows: Commencing at the Southwest corner of said lot 8; thence along the West line of said Lot 8, a distance of 70.02 feet to the Point of Beginning; thence continuing along the last described course, a distance of 61.02 feet; thence making a counter-clockwise angle of 168 degrees 49 minutes 10 seconds, a distance of 22.20 feet to a point of the North line of said Lot 8; thence along said North line, a distance of 264.44 feet to the North-east corner of said Lot 8; thence along the East line of Lot 8, a distance of 79.82 feet; thence making a counterclockwise angle of 89 degrees 48 minutes 35 seconds, a distance of 276.21 feet to the point of beginning. Except coal, gas and other mineral rights conveyed, excepted or reserved in prior conveyances;

Situated in the County of Madison, State of Illinois;

Subject to agreements, building lines, conditions, covenants, declarations, grants, easements, exceptions, ordinances, plats, reservations, restrictions, rights-of-way, and zoning regulations, of record; subject to taxes for the year 2022 and following;

Permanent Parcel #  
Commonly known as:

09-2-22-18-01-101-007.001;  
103 Willow Drive Collinsville, IL 62234.

Signed: March 6, 2023

Shannon Adams  
SHANNON ADAMS

Susan Burris  
SUSAN BURRIS

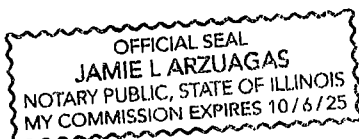
Kelly Lucas  
KELLY LUCAS

Shawn Reynolds  
SHAWN REYNOLDS

STATE OF ILLINOIS     )  
                                      )     SS.  
COUNTY OF MADISON    )

I, the undersigned, a notary public in and for said county, in the state aforesaid, DO HEREBY CERTIFY that **SHANNON ADAMS**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Dated March 7, 2023

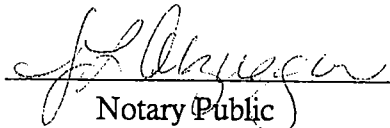


J. Arzuagas  
Notary Public

STATE OF ILLINOIS                    )  
  ) SS.  
COUNTY OF MADISON                )

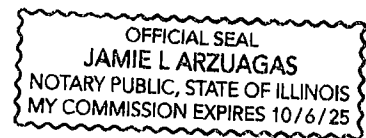
I, the undersigned, a Notary Public of the State of Illinois, certify that **SUSAN BURRIS, KELLY LUCAS, AND SHAWN REYNOLDS**, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the instrument as their free and voluntary act, for the uses and purposes therein set forth.

Dated March 6, 2023

  
\_\_\_\_\_  
Notary Public

Future Taxes to:

*Paula & Joseph Brewer  
103 Willow Drive  
Collinsville, IL 62234*



Return to:

*Paula & Joseph Brewer  
103 Willow Drive  
Collinsville, IL 62234*





**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 1<sup>st</sup> 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 LeeAnn Kane SIGNATURE: LeeAnn Kane DATE: 3/14, 2023  
(Please Print)

Subscribed and sworn to before me this 14 day of March, 2023



Sheri L. Johnson  
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)



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

4-6-23 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 4-6-23.

Property Address: 103 WILLOW DR COLLINGSVILLE, IL 62234

Signed: Paula Brewer  
(Property Owners)

Dated: 3-6-2023

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

**Troy Times Tribune**

**Legal Notice**

Run Date(s): October 12, 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 10/12 and the last publication was 10/12.

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

Troy Times Tribune

By:

mze

Registered Agent

Date: 10/12/2023

Publication Charge: \$ 13.60

A Public Hearing will be held on Monday, November 6, 2023 at 6:13 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: Paula A Brewer and Joseph D Brewer 103 Willow Drive - Collinsville, IL 62234 (parcel no 09-2-22-18-01-101-007.001) 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  
10/12c

**END OF DOCUMENT**