



DocId:8893170

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RETURN TO:

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

2023R30408
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: 10

CITY OF TROY

ORDINANCE 2023 – 59

\$500 City

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A WATER SERVICE AND
PRE-ANNEXATION AGREEMENT (110 Melanie Lane, Collinsville)**

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

ORDINANCE NO. 2023- 59

**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 Carl J and Cinthia Stemm, (Country Side Estates Lot 14; PPID 13-2-21-13-04-401-017), and commonly known as 110 Melanie Lane, 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 6th 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 6th day of November, 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>ABSENT</u>	Total:	<u>7</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 6th day of November, 2023.

APPROVED:



David Nonn
Mayor, City of Troy, Illinois

ATTEST:


Kim Thomas

City Clerk, City of Troy, Illinois

(SEAL)

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

Property Address: 110 Melanie Lane Collinsville IL 62234
Resident: CARL J. STEM Resident: CYNTHIA STEM
Phone Number: 618-514-0175 Phone Number: 618-514-0682
Email: CSTEMM99@gmail.com Email: CSTEMM99@gmail.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 6TH 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 6TH 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.

Carl J. Stemm
Owner Signature

CARL J. STEMM
Printed Name

10-2-23
Date Signed

Cynthia Stemm
Owner Signature

CYNTHIA STEM
Printed Name

10-2-23
Date Signed

DATED this 10TH day of NOVEMBER, 2023.

CITY OF TROY, ILLINOIS:

[Signature]
Mayor, City of Troy

[Signature]
City Clerk, City of Troy

PREPARED BY:

Linda Holder, Attorney at Law
3703 Nameoki Road
Granite City, IL 62040

MAIL TAX BILL TO:

Carl J Stemm and Cynthia Stemm
110 Melanie Ln
Collinsville, IL 62234

MAIL RECORDED DEED TO:

Metro Title & Escrow Company
3703 Nameoki Road
Granite City, IL 62040

TENANCY BY THE ENTIRETY WARRANTY DEED
Statutory (Illinois)

THE GRANTOR(S), Sheilby Cohan, married, of the City of Granite City, State of Illinois, for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, in hand paid, CONVEY(S) AND WARRANT(S) to Carl J Stemm and Cynthia Stemm, husband and wife, of 1505 Valley Forge Dr, Collinsville, Illinois 62234, not as Tenants in Common nor as Joint Tenants but as Tenants by the Entirety, all right, title, and interest in the following described real estate situated in the County of MADISON, State of Illinois, to wit:

Lot 14 in Country Side Estates, a subdivision in the East Half of Section 13, Township 3 North, Range 8 West of the Third Principal Meridian, according to the plat thereof recorded in Plat Book 49 Page 129, (except coal and other minerals underlying said premises with the right to mine and remove same), in Madison County, Illinois.

Permanent Index Number(s): 13-2-21-13-04-401-017

Property Address: 110 Melanie Ln, Collinsville, IL 62234

Subject, however, to the general taxes for the year of 2022 and thereafter, and all covenants, restrictions, and conditions of record, applicable zoning laws, ordinances, and other governmental regulations.

Grantor certifies that this is not homestead property.

TO HAVE AND TO HOLD said premises not as JOINT TENANTS or TENANTS IN COMMON, but as TENANTS BY THE ENTIRETY forever.

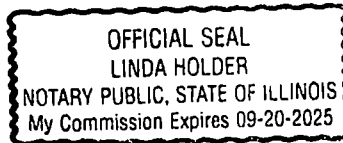
Dated this 19th day of Sept, 2023

Sheilby Cohan
Sheilby Cohan

STATE OF ILLINOIS)
COUNTY OF MADISON) SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Sheilby Cohan, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, 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 19 day of September, 2023



Linda Holder
Notary Public
My commission expires: 9-20-2025



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.

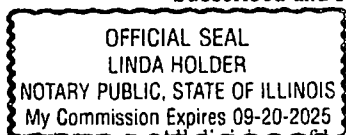
____ 9. The sale of a single lot/tract less than five (5) acres from a larger tract. (Exception only applies to the 1st tract conveyed from a larger tract as it existed on October 1, 1973.) (The single tract of less than five (5) acres must have been surveyed by an Illinois Registered Land Surveyor whose 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 Sheilby Cohan (Please Print) SIGNATURE: Sheilby Cohan DATE: 9/19, 2023

Subscribed and sworn to before me this 19 day of September, 2023



Linda Holder
 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)

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:

MRB

Registered Agent

Date: 10/12/2023

Publication Charge: \$ 11.20

A Public Hearing will be held on Monday, November 6, 2023 at 6:14 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: Carl J Stemm and Cynthia Stemm
110 Melanie Lane - Collinsville, IL 62234 (parcel no 13-2-21-13-04-401-017) 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