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**RETURN TO:**

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TROY, IL 62294**

2025R03061  
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**CITY OF TROY**

**ORDINANCE 2025 – 01**

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

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**ADOPTED BY THE CITY COUNCIL OF THE CITY OF TROY, ILLINOIS  
THIS 21<sup>st</sup> DAY OF JANUARY, 2025**

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**ORDINANCE NO. 2025-01**

**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 Matthew A Thomas (PT NW NW; PPID 13-1-21-24-00-000-001.001, and commonly known as 4 Hilltop Lane, 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 21<sup>st</sup> day of January 2025, 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.

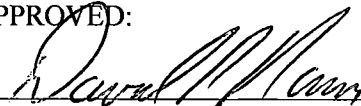
**SECTION 2:** That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

**PASSED** by a two-thirds vote of the corporate authorities of the City of Troy, Illinois, and approved by the Mayor on the 21<sup>st</sup> day of January, 2025.


Aldermen:	Dan Dawson	<input checked="" type="checkbox"/>	Sam Italiano	<input checked="" type="checkbox"/>	Ayes:	<u>8</u>
	Tim Flint	<input checked="" type="checkbox"/>	Debbie Knoll	<input checked="" type="checkbox"/>		
	Elizabeth Hellrung	<input checked="" type="checkbox"/>	Tony Manley	<input checked="" type="checkbox"/>	Nays:	<u>0</u>
	Nathan Henderson	<input checked="" type="checkbox"/>	Troy Turner	<input checked="" type="checkbox"/>		



APPROVED:

  
DAVID NONN, Mayor  
City of Troy, Illinois

ATTEST:

  
KIMBERLY THOMAS, Clerk  
City of Troy, Illinois

# CITY OF TROY, ILLINOIS

## AGREEMENT FOR WATER SERVICE AND PRE-ANNEXATION

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

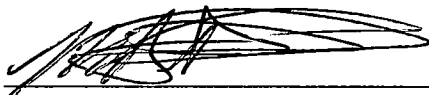
WHEREAS, the City Council of the City did, on the 21<sup>ST</sup> day of JANUARY, 2025, hold and conduct a public hearing pursuant to notice and statute at which time any proponents or opponents to the terms of the Agreement for Water Service and Pre-Annexation were heard in such public hearing, and

WHEREAS, at its meeting on the 21<sup>ST</sup> day of JANUARY, 2025, 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 attorney's 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 supersede 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

*Matthew A. Thomas*

Printed Name

*08/26/2024*

Date Signed

Owner Signature

Printed Name

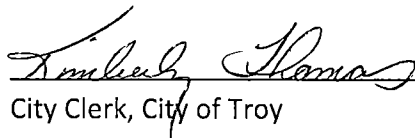
Date Signed

DATED this 21<sup>ST</sup> day of JANUARY, 2025.

CITY OF TROY, ILLINOIS:



Mayor, City of Troy



City Clerk, City of Troy



## TRUSTEE'S DEED

144395

THIS INDENTURE made this 19<sup>th</sup> day of August, 2024, between BERNARD B. BIRGER, TRUSTEE, U/I/T OF BERNARD B. BIRGER, DATED JULY 2, 2008, grantor in consideration of the sum of One Dollar, receipt whereof is hereby acknowledged and in pursuance of the power and authority vested in the grantor as said trustee, CONVEYS and WARRANTS to MATTHEW A. THOMAS, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 16, 2017 AND KNOWN AS MATTHEW A. THOMAS REVOCABLE LIVING TRUST DATED AUGUST 16, 2017,

whose address is:

the following described real estate to wit:

See attached Exhibit "A".

Commonly known as: 4 Hilltop Lane, Collinsville, IL 62234

Permanent Parcel No. 13-1-21-24-00-000-001 Parcel 1  
13-1-21-24-00-000-001.001 Parcel 2

SUBJECT TO THE EASEMENTS, COVENANTS AND RESTRICTIONS OF RECORD.

To have and to hold the said premises with the appurtenances upon the trusts and for the uses and purposes herein and in said Trust Agreement set forth.

Full power and authority is hereby granted to the said Trustee to improve, manage and protect the subject premises or any part thereof, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration to convey said premises or any part thereof to a successor in trust and to grant to such successor in trust all of the title, estate powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage or otherwise encumber said property, or any part thereof, to lease said property, or any part thereof, from time to time, and to renew or extend any such leases upon any terms and for any periods of time, to partition or to exchange said property, or any part thereof, for other real or personal property, to grant easements of any kind, and to deal with said property and every part thereof in all ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, at any time or times hereafter.

In no case shall any part dealing with said Trustee in relations to said premises be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said premises, or be obliged to see that the terms of the Trust have been complied with.

Every deed, trust deed, mortgage, lease or other instrument executed by said Trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of delivery thereof the trust created by this indenture and by said Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with said Trust Agreement and any amendments thereto, (c) that said Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument.

The interests of each and every beneficiary hereunder and all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

And said Grantor hereby expressly waives and releases any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemptions of homesteads from sale on execution or otherwise.

Together with the tenements, hereditament and appurtenances thereunto belonging or in any wise appertaining.



## EXHIBIT A

144395

### Parcel 1:

Part of the Southwest Quarter of Section 13 and part of the West Half of the Northwest Quarter of Section 24, all in Township 3 North, Range 8 West of the Third Principal Meridian, Madison County, Illinois, being more particularly described as follows:

Beginning at a stone at the Southwest corner of said Section 13; thence North 00 degrees 40 minutes 07 seconds West along the West line of said Section 13, a distance of 208.3 feet to the Southwest corner of a tract of land conveyed to Richard P. Birger and Carol A. Birger by deed recorded in Deed Book 3528 Page 715 in the Recorder's Office of Madison County, Illinois; thence North 89 degrees 19 minutes 53 seconds East along the South line of said Birger tract and the Easterly extension thereof, 177.30 feet to the West line of a tract of land conveyed to Laura Anna Skoko by deed recorded in Deed Book 4326 Page 1662 and corrected in Document No. 2004R76441 in said Recorder's Office; thence Southerly along the West line of said Skoko tract, being a non-tangential curve to the left having a radius of 115.21 feet, an arc length of 67.42 feet, a chord bearing of South 15 degrees 34 minutes 31 seconds West, a chord distance of 66.46 feet; thence South 01 degrees 11 minutes 23 seconds East continuing along the West line of said Skoko tract, 156.36 feet to the Southwest corner of said Skoko tract; thence North 90 degrees 00 minutes 00 seconds East and along the South line of said Skoko tract and the Easterly extension thereof, 797 feet, more or less, to Southeasterly right of way line of the Philadelphia, Baltimore and Washington Railroad Company, now abandoned; thence Southwesterly along said Southeasterly right of way line, 1048 feet, more or less, to the Southeast corner of a tract of land conveyed to Bernard Baruch Birger by deed recorded in Deed Book 3664 Page 2120 in said Recorder's Office; thence North 01 degrees 14 minutes 49 seconds West along the East line of said Bernard Baruch Birger tract, 783.22 feet to the Northeast corner of said Bernard Baruch Birger tract; thence North 90 degrees 00 minutes 00 seconds West along the North line of said Bernard Baruch Birger tract, 195.00 feet to the West line of said Bernard Baruch Birger tract; thence South 01 degrees 14 minutes 49 seconds East along the West line of said Bernard Baruch Birger tract, 331.46 feet to the North line of said Bernard Baruch Birger tract; thence North 90 degrees 00 minutes 00 seconds West along the North line of said Bernard Baruch Birger tract, 160.00 feet to the West line of said Section 24; thence North 01 degrees 14 minutes 49 seconds West along the West line of said Section 24, a distance of 429.20 feet to the point of beginning, (except coal and other mineral rights conveyed, excepted or reserved in prior conveyances) in Madison County, Illinois.

### Parcel 2:

A tract of land in the Northwest Quarter of Section 24, Township 3 North, Range 8 West of the Third Principal Meridian, County of Madison, State of Illinois, and more particularly described as follows:

Commencing at a stone at the Northwest corner of said Northwest Quarter; thence South 1 degree 14 minutes 49 seconds East along the West line of said Northwest Quarter a distance of 97.74 feet to a point; thence North 90 degrees 00 minutes 00 seconds East parallel to the North line of said Northwest Quarter a distance of 160.00 feet to an iron pin and the point of beginning; thence continuing along the last described course a distance of 195.00 feet to an iron pin; thence South 1

degree 14 minutes 49 seconds East parallel to the West line of said Northwest Quarter a distance of 783.22 feet to an iron pin on the Southeasterly line of a tract of land formerly the Philadelphia, Baltimore and Washington Railroad; thence along a curve to the right at a chord bearing of South 33 degrees 47 minutes 34 seconds West along Southeasterly line of said Railroad tract a chord distance of 618.17 feet to an iron pin on the West line of said Northwest Quarter; thence North 1 degree 14 minutes 49 seconds West along said West line a distance of 965.61 feet to an iron pin; thence North 90 degrees 00 minutes 00 seconds East parallel to the North line of said Northwest Quarter a distance of 160.00 feet to an iron pin; thence North 1 degree 14 minutes 49 seconds West a distance of 331.46 feet to the point of beginning, (except coal and other mineral rights conveyed, excepted or reserved in prior conveyances) in Madison County, Illinois.

(Excepting from Parcels 1 and 2 above the following described tracts recorded in Document No. 2021R06443:

Tract 1:

A tract of land being part of the Northwest Quarter of Section 24, Township 3 North, Range 8 West, of the Third Principal Meridian, Madison County, Illinois, being all of the land that was formerly the right of way of the Pennsylvania Railroad previously conveyed to Bernard B. Birger, as Trustee U/I/T Bernard B. Birger, dated July 2, 2008, as Document No. 2010R45466 in the Madison County, Illinois, Recorder's records and more particularly described as follows:

Commencing at a stone at the Northwest corner of said Section 24; thence North 90 degrees 00 minutes 00 seconds East (assumed bearing) along the North line of said Section 24; 160.05 feet, to a point on the West line of land conveyed to Matthew A. Thomas, as Trustee under Trust Agreement dated August 16, 2017, in Document No. 2017R38978 in the Madison County, Illinois, Recorder's records; thence South 01 degree 11 minutes 23 seconds East along said West line, 10.00 feet, more or less, to the Southwest corner of said Thomas tract; thence North 90 degrees 00 minutes 00 seconds East (assumed bearing) along the South line of said Thomas Tract, 653 feet, more or less, to the Northwesterly right of way of said Railroad and point of beginning; thence continuing along the South line of said Thomas tract, 98 feet, more or less, to the Southeast corner of said Thomas Tract; thence Northerly along the East line of said Thomas tract, 10 feet, more or less, to the North line of said Section 24; thence East along said North line, 28 feet, more or less, to the Southeasterly right of way of said Railroad; thence Southwesterly along said Southeasterly right of way line, 1,450 feet, more or less, to the Southeast corner of land conveyed to Bernard B. Birger, by Deed Book 3664, Page 2120 in the Madison County, Illinois, Recorder's records; thence North along the East line of said Bernard B. Birger tract, 181 feet, more or less, to the Northwesterly right of way of said railroad; thence Northeasterly along said Northwesterly right of way of said Railroad, 824 feet, more or less, to the point of beginning and,

Tract 2:

A tract of land located in the Northwest Quarter of Section 24, Township 3 North, Range 8 West of the Third Principal Meridian, Madison County, Illinois, described as follows:

Commencing at the Northwest Corner of said Northwest Quarter of said Section 24; thence South 00 degrees 04 minutes 00 seconds East, said bearing based on the Illinois State Plane Coordinate System West Zone NAD83, on the Westerly line of said Northwest Quarter of Section 24, a distance of 942.37 feet to the point of beginning;

thence North 56 degrees 39 minutes 23 seconds East, 428.97 feet to the Easterly line of the tract of land described as Parcel 2 in the Warranty Deed to Bernard B. Birger, Trustee U//T Bernard B. Birger as recorded November 3rd, 2010 in Document No. 2010R45466; thence South 00 degrees 22 minutes 03 seconds East on said Easterly line, 179.43 feet to the Southeasterly line of said tract of land; thence South 33 degrees 30 minutes 11 seconds West on said Southeasterly line, 650.28 (618.17 feet record) feet to said Westerly line of the Northwest Quarter of Section 24, said line also being the Westerly line of said Birger tract of land; thence North 00 degrees 04 minutes 00 seconds West on said Westerly line, 485.88 feet to the point of beginning), in Madison County, Illinois.

Commonly known as: 4 Hilltop Lane, Collinsville, IL 62234

4 Hilltop Lane, Collinsville



Date: 12/30/2024  
Time: 1:35 PM



Author:  
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