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**RETURN TO:**

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

2025R03064  
STATE OF ILLINOIS  
MADISON COUNTY  
02/03/2025 12:15 PM  
LINDA A. ANDREAS  
CLERK & RECORDER  
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**CITY OF TROY**

**ORDINANCE 2025 – 04**

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**AN ORDINANCE AUTHORIZING THE EXECUTION OF A WATER  
SERVICE AND PRE-ANNEXATION AGREEMENT (520 Coventry Road)**

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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. 2025-04**

**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 Randall G. Wiesemeyer Revocable Trust and Tamra A Wiesemeyer of the Tamra Wiesemeyer Revocable Trust (Bethany Farms Lot 18; PPID 09-2-22-10-00-000-046), and commonly known as 520 Coventry Road, 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 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.

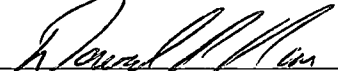
**SECTION 2:** That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

**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	✓	Sam Italiano	✓	Ayes:	<u>8</u>
	Tim Flint	✓	Debbie Knoll	✓	Nays:	<u>0</u>
	Elizabeth Hellrung	✓	Tony Manley	✓		
	Nathan Henderson	✓	Troy Turner	✓		



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**

Property Address: 520 Coventry Rd Troy, IL 62294

Resident: RANDALL G WIESEMEYER Resident: TAMRA A. WIESEMEYER

Phone Number: ~~618-607-2843~~ Phone Number: 314-574-8319 618-363-9416

Email: rgw529@sbcglobal.net Email: tamra529@yahoo.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 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 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.

*Randall Wiese Trustee of the Randall B. Wiesemeyer Trust*  
Randall B. Wiesemeyer      Randall B. Wiesemeyer      11-7-24  
 Owner Signature      Printed Name      Date Signed

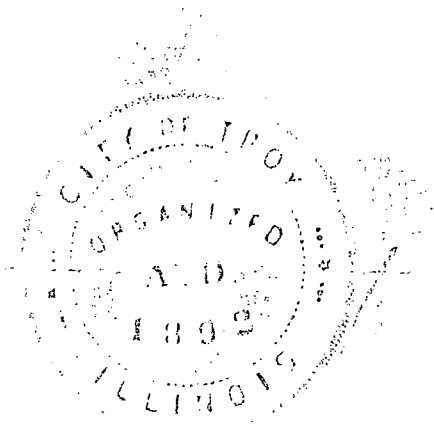
*Tamara Ann Wiesemeyer, trustee of the Tamara B. Wiesemeyer Revocable Trust*  
TAMARA ANN WIESEMAYER      TAMARA ANN WIESEMAYER      11-7-24  
 Owner Signature      Printed Name      Date Signed

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

CITY OF TROY, ILLINOIS:

David Man  
 Mayor, City of Troy

Amberly Thomas  
 City Clerk, City of Troy



### WARRANTY DEED

The Grantors, RICHARD HAWKINS and JAYMA HAWKINS, a married couple, whose address is 520 Coventry Road, Troy, IL 62294, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, CONVEY and WARRANT to the Grantees, RANDALL GENE WIESEMAYER, AS TRUSTEE OF THE RANDALL G. WIESEMAYER REVOCABLE TRUST, DATED AUGUST 6, 2019, and TAMRA ANN WIESEMAYER, AS TRUSTEE OF THE TAMRA A. WIESEMAYER REVOCABLE TRUST, DATED AUGUST 6, 2019, whose address is 529 Taake Lane, Troy, IL 62294, all interest in the following described Real Estate situated in the County of Madison in the State of Illinois, to-wit:

*See Exhibit "A" attached hereto and made a part hereof*

SUBJECT TO: Covenants, conditions, and restrictions of record.

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

Permanent Real Estate Index Number: 09-2-22-10-00-000-046

Address of Real Estate: 520 Coventry Road, Troy, IL 62294

Dated this 20 day of September, 2024.

GRANTORS:

*Richard Hawkins*  
RICHARD HAWKINS  
*Jayma Hawkins*  
JAYMA HAWKINS

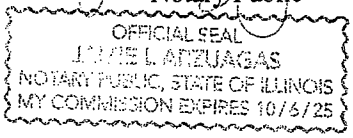
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF MADISON )

I, the undersigned, a Notary Public, in and for said County in the State aforesaid, CERTIFY THAT, **Richard Hawkins**, 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 use and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this 20 day of September, 2024.

*J. Arzuagas*  
Notary Public

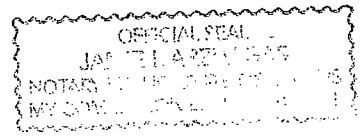
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF MADISON )



I, the undersigned, a Notary Public, in and for said County in the State aforesaid, CERTIFY THAT, **Jayma Hawkins**, 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 use and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this 20 day of September, 2024.

*J. Arzuagas*  
Notary Public



**Prepared by:** John W. McCracken, Attorney, McCracken Law Firm, LLC., 1 Country Club View, Suite 201, Edwardsville, IL 62025, john@mccrackenlaw.com, 618-685-1200

**After Recording Mail to:** Randall Gene Wiesemeyer, as Trustee of the Randall G. Wiesemeyer Revocable Trust, dated August 6, 2019 and Tamra Ann Wiesemeyer, as Trustee of the Tamra A. Wiesemeyer Revocable Trust, dated August 6, 2019, 520 Coventry Road, Troy, IL 62294

**Name and Address of Taxpayer:** Randall Gene Wiesemeyer, as Trustee of the Randall G. Wiesemeyer Revocable Trust, dated August 6, 2019 and Tamra Ann Wiesemeyer, as Trustee of the Tamra A. Wiesemeyer Revocable Trust, dated August 6, 2019, 520 Coventry Road, Troy, IL 62294

## EXHIBIT A - LEGAL DESCRIPTION

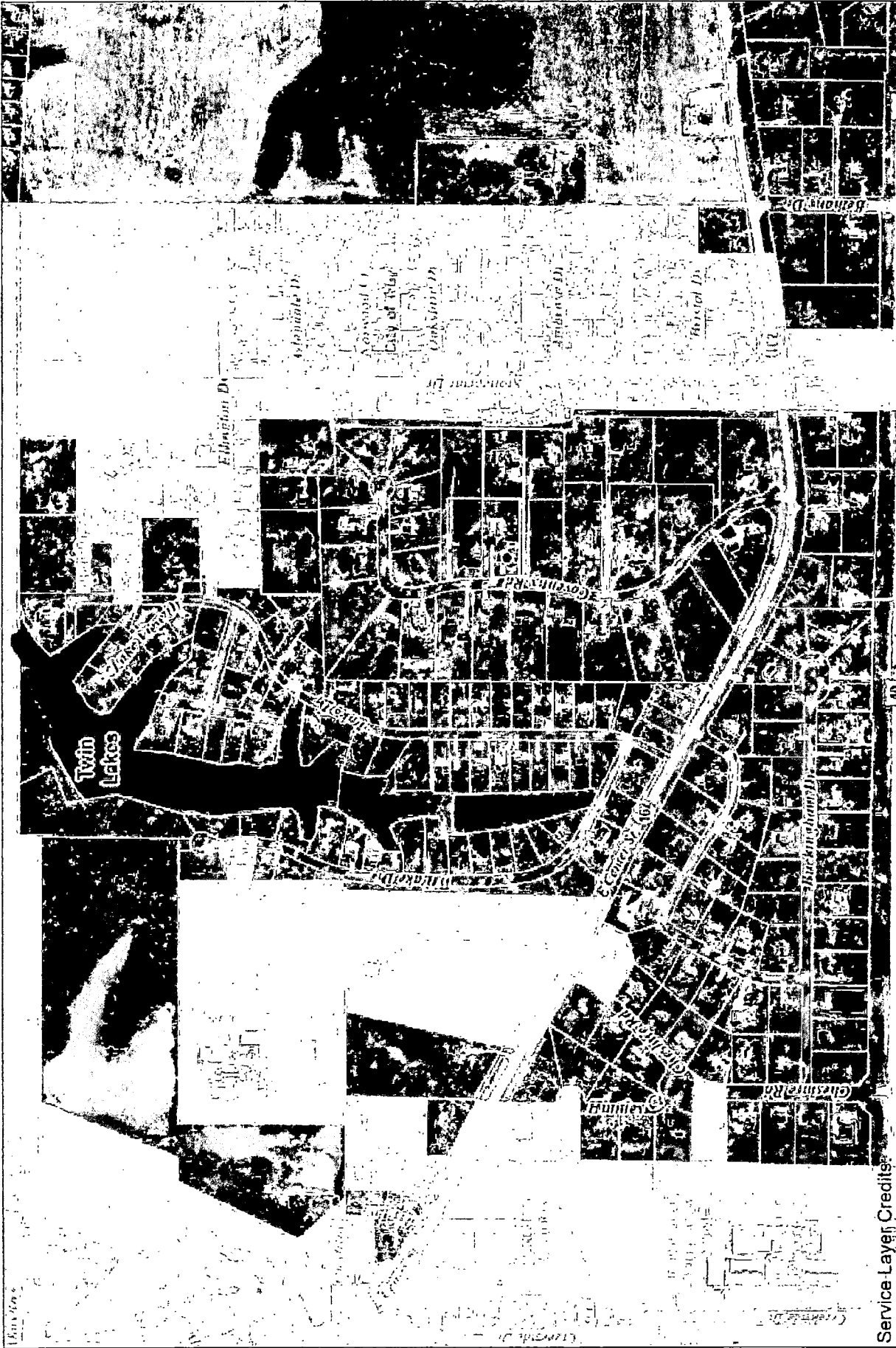
Lot 18 in BETHANY FARMS, a Subdivision in the Southeast Quarter of Section 10, Township 3 North, Range 7 West of the Third Principal Meridian according to the plat thereof recorded in Plat Book 46 Page 101 in Madison County, Illinois.

Except coal, gas and other mineral rights conveyed, excepted or reserved in prior conveyances.

Situated in the County of Madison, State of Illinois.

Permanent Parcel No. 09-2-22-10-00-000-046

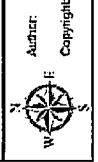
520 Coventry



Date: 12/18/2024  
Time: 10:21 AM



Service Layer Credits



Author:  
Copyright, Madison County Government

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