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2025R03065
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MADISON COUNTY
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CITY OF TROY

ORDINANCE 2025 – 05

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A WATER
SERVICE AND PRE-ANNEXATION AGREEMENT (1327 Antler Drive)**

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

ORDINANCE NO. 2025-05

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 Denver and Pauline Spearing (PT NE SE; PPID 09-1-22-17-00-000-010.011, and commonly known as 1327 Antler 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 21st 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.

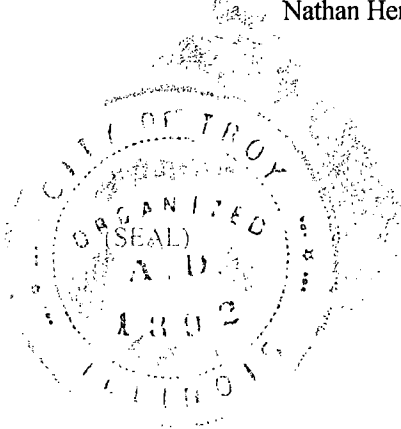
NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF TROY, COUNTY OF MADISON, STATE OF ILLINOIS, as follows:

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 21st day of January, 2025.

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



APPROVED:

David Nonn
DAVID NONN, Mayor
City of Troy, Illinois

ATTEST:

Kimberly Thomas
KIMBERLY THOMAS, Clerk
City of Troy, Illinois

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

Property Address: 1324 Antler Dr, Troy 62294

Resident: _____

Resident: _____

Phone Number: 618-447-7176

Phone Number: 314-882-5907

Email: _____

Email: Pauline.Sprain@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 21ST 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 21ST 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.



 Owner Signature

DENVER SPEDRINE
 Printed Name

12/12/2024
 Date Signed



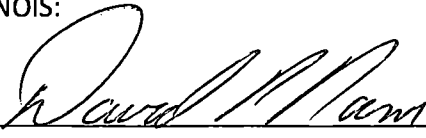
 Owner Signature

Pauline Spedrine
 Printed Name

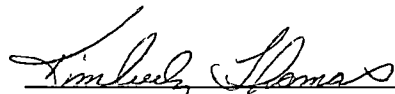
12/12/2024
 Date Signed

DATED this 12^{21ST} day of December, 2024

CITY OF TROY, ILLINOIS:



 Mayor, City of Troy



 City Clerk, City of Troy



WARRANTY DEED

144553

emh

THIS INDENTURE WITNESSETH, that the Grantor, DHJ HOLDINGS, LLC III aka DHJ HOLDINGS LLC III, an Illinois Limited Liability Company, for and in consideration of One Dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, and pursuant to authority given by the Members and Managers of said Limited Liability Company, CONVEYS and WARRANTS to DENVER SPEARING and PAULINE SPEARING,

Whose address is:

not as tenants in common, but as JOINT TENANTS the following described real estate, to wit:

Permanent Parcel No. 09-1-22-17-00-000-010.011

A tract of land in the Southeast Quarter of Section 17, Township 3 North, Range 7 West of the Third Principal Meridian, being more particularly described as follows:

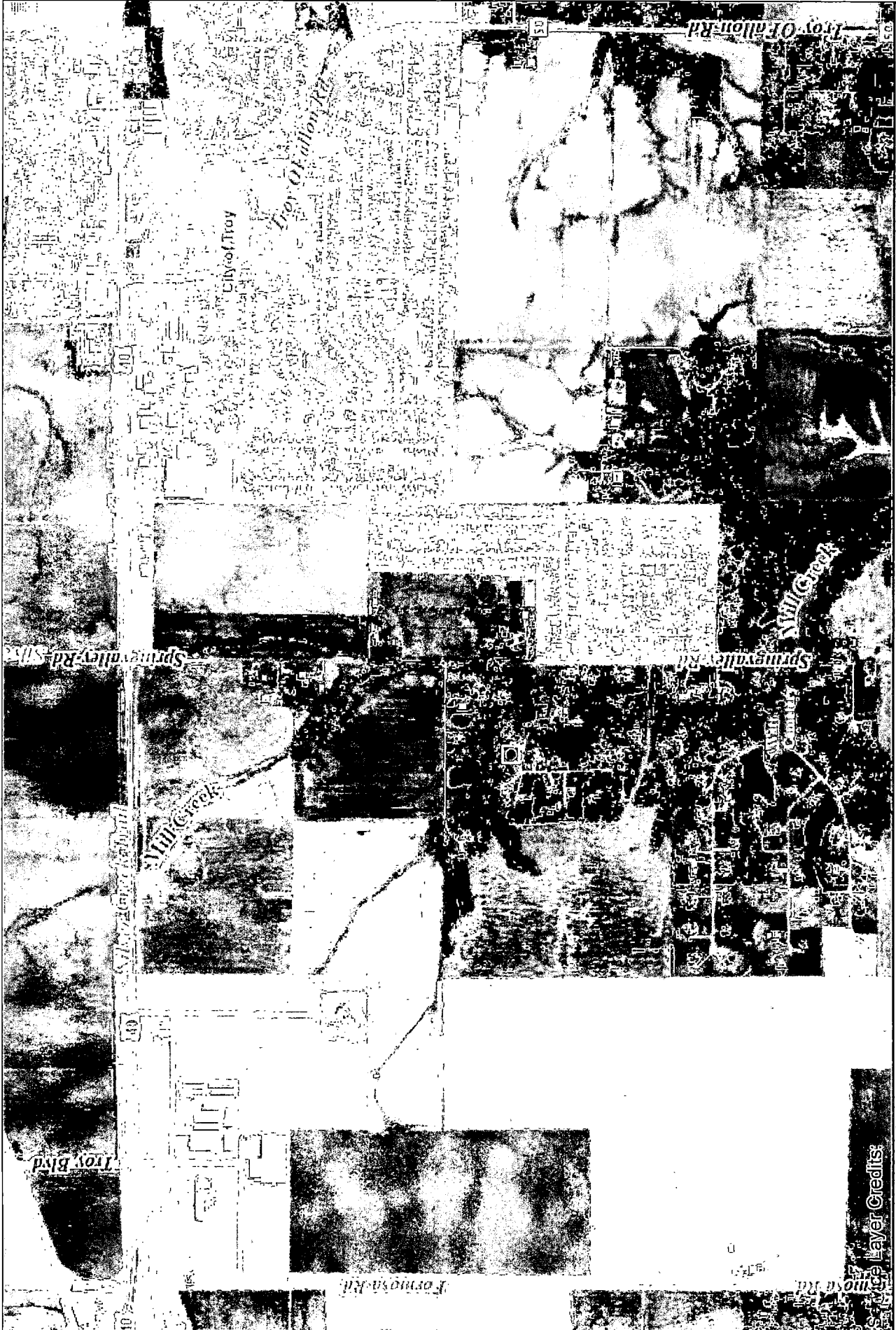
Commencing at the Southeast corner of the Southeast Quarter of Section 17; thence North 0 degrees 48 minutes 06 seconds West (based on Grid North, Illinois State Plane Coordinate System, West Zone) along the East line of said Quarter Section, 866.57 feet to an iron rod; thence North 87 degrees 24 minutes 04 seconds West, 224.27 feet to an iron rod; thence South 89 degrees 37 minutes 31 seconds West, 592.35 feet to an iron rod; thence North 68 degrees 19 minutes 41 seconds West, 104.78 feet to an iron rod; thence North 3 degrees 24 minutes 29 seconds West, 586.75 feet to an iron rod; thence North 0 degrees 48 minutes 06 seconds West, 516.86 feet to an iron rod at the point of beginning of the tract herein described; thence North 14 degrees 46 minutes 24 seconds West, 283.44 feet to an iron rod in the South line of that tract conveyed to Votava by Deed recorded in Book 3189 Page 2313 of the Madison County Records; thence South 89 degrees 53 minutes 07 seconds East along said South line, 350.36 feet to an iron rod; thence South 6 degrees 16 minutes 27 seconds West, 319.50 feet to an iron rod; thence North 79 degrees 41 minutes 33 seconds West,

247.15 feet to the point of beginning, as shown by survey by Madison County Surveyors during December 1991, (except coal and other mineral rights conveyed, excepted or reserved in prior conveyances) in Madison County, Illinois.

Commonly known as: 1327 Antler Drive, Troy, IL 62294

SUBJECT TO THE EASEMENTS, COVENANTS AND RESTRICTIONS OF RECORD.

1327 Antler Drive



Date: 12/18/2024
Time: 11:00 AM



Author:
Copyright: Madison County Government



Layer Credits:

END OF DOCUMENT