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2025R03067

STATE OF ILLINOIS

MADISON COUNTY

02/03/2025 12:15 PM

LINDA A. ANDREAS

CLERK & RECORDER

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116 E. MARKET
TROY, IL 62294**

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CITY OF TROY

ORDINANCE 2025 – 07

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A WATER
SERVICE AND PRE-ANNEXATION AGREEMENT (2032 Grandview Drive,
St. Jacob)**

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

ORDINANCE NO. 2025-07

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 Eric K Gunter, Jr. and Ashley Boyd (The Manors at Kensington Parque 1st Addn Lot 31; PPID 09-2-22-11-05-102-023), and commonly known as 2032 Grandview Drive, St. Jacob, 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.

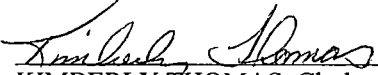
Aldermen:	Dan Dawson	<input checked="" type="checkbox"/>	Sam Italiano	<input checked="" type="checkbox"/>	Ayes: <u>8</u>
	Tim Flint	<input checked="" type="checkbox"/>	Debbie Knoll	<input checked="" type="checkbox"/>	
	Elizabeth Hellrung	<input checked="" type="checkbox"/>	Tony Manley	<input checked=""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

APPROVED:

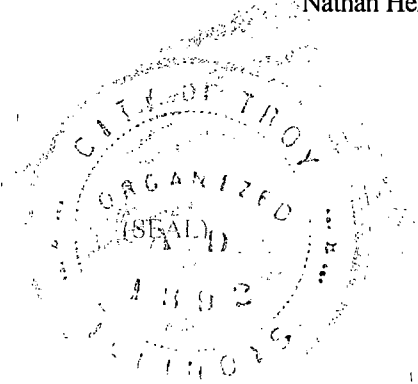


DAVID NONN, Mayor
City of Troy, Illinois

ATTEST:



KIMBERLY THOMAS, Clerk
City of Troy, Illinois



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

Property Address: 2032 GRANDVIEW DR ST. JACOB, IL 62281

✶ Resident: Ashley Boyd ✶ Resident: Eric Gunter
Phone Number: 618 691 1226 Phone Number: 618 978 8984
Email: 2ndchanceboyd@gmail.com Email: egunter57@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 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.

* ABoyd
Owner Signature

Ashley Boyd
Printed Name

7/25/23
Date Signed

* E K Gunter Jr
Owner Signature

ERIC K. GUNTER JR.
Printed Name

7/25/23
Date Signed

DATED this 21ST day of JANUARY, 2025.

CITY OF TROY, ILLINOIS:



David M. Mauer
Mayor, City of Troy

Kimberly Thomas
City Clerk, City of Troy

FIRST AMERICAN TITLE

FILE # 31617510

Deed Prepared by:

Mathis, Marifian & Richter, Ltd.
23 Public Square, Suite 300
Belleville, IL 62220

Mail subsequent tax bills to:

Eric K. Gunter, Jr.
2032 Grandview Drive
Saint Jacob, IL 62281

Return this document to:

First American Title Insurance Company
729 Insight Avenue, Suite 100
O'Fallon, Illinois 62269

WARRANTY DEED

THIS INDENTURE, WITNESSETH, that the Grantors, Billie J. Black Jr. AKA Bill Black and Jennifer Black, husband and wife, whose address is 2032 Grandview Drive, Saint Jacob, IL 62281, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, CONVEY and WARRANT unto Grantee, Eric K. Gunter, Jr., a single person, whose address is 1154 George St., Cahokia, IL 62206, all interest in the following described real estate in the County of Madison, State of Illinois, to wit:

Legal Description: See Exhibit A.

Property Address: 2032 Grandview Drive, Saint Jacob, IL 62281

Parcel ID: 09-2-22-11-05-102-023

Subject to real estate taxes for the year 2023 and subsequent years; covenants, conditions, restrictions and easements apparent or of record; all applicable zoning laws and ordinances; and excepting oil, gas and other mineral rights excepted or reserved in prior conveyances.

IN WITNESS WHEREOF, the Grantors aforesaid have hereunto set their hand and seal
this 18 day of July, 2023.

Billie J. Black Jr.
Billie J. Black Jr. AKA Bill Black

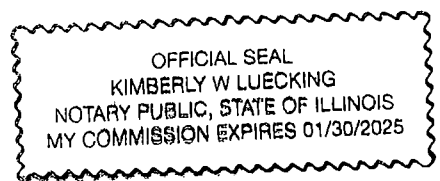
Jennifer Black
Jennifer Black

STATE OF ILLINOIS)
) SS.
COUNTY OF ST. CLAIR)

I, Kimberly W Luecking, a Notary Public in and for said County, in the State aforesaid,
do hereby certify that Billie J. Black Jr. AKA Bill Black and Jennifer Black, husband and wife,
personally known to me, whose names are subscribed to the foregoing instrument appeared before
me this day in person and acknowledged that they signed, sealed and delivered the said instrument
as their free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and seal this 18 day of July, 2023.

Kimberly W Luecking
Notary Public



**THIS DOCUMENT PREPARED WITHOUT LEGAL CONSULTATION OR TITLE
EXAMINATION AT THE REQUEST OF THE PARTIES.**

EXHIBIT A

LEGAL DESCRIPTION

Legal Description: LOT 31 IN THE MANORS AT KENSINGTON PARQUE, FIRST ADDITION, PART OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 7 WEST OF THE THIRD PRINCIPAL MERIDIAN, MADISON COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF MADISON COUNTY, ILLINOIS IN PLAT CABINET 63 PAGE 262.

EXCEPT COAL, GAS AND OTHER MINERAL RIGHTS EXCEPTED OR RESERVED IN PRIOR CONVEYANCES.

SITUATED IN THE COUNTY OF MADISON, STATE OF ILLINOIS.

PERMANENT PARCEL NO. 09-2-22-11-05-102-023

Permanent Index #'s: 09-2-22-11-05-102-023

Property Address: 2032 Grandview Drive, Saint Jacob, Illinois 62281

2032 Grandview Drive, St. Jacob



Date: 12/16/2024
Time: 11:06 AM



Author:
Copyright: Madison County Government

END OF DOCUMENT