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RETURN TO:

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

2025R20821
STATE OF ILLINOIS
MADISON COUNTY
07/30/2025 10:37 AM
LINDA A. ANDREAS
CLERK & RECORDER
REC FEE: 50.00
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OF PAGES: 9

CITY OF TROY

ORDINANCE 2025 – 23

50 CTY

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A WATER
SERVICE AND PRE-ANNEXATION AGREEMENT
(37 Lake Drive, Troy)**

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF TROY, ILLINOIS
THIS 19th DAY OF MAY, 2025**

DR

ORDINANCE NO. 2025-23

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 Alec & Kaitlyn Yager (TWIN LAKES SUBD LOT 34 35 36 & W1/2 LT 37; PPID 09-2-22-10-11-201-007, and commonly known as 37 Lake 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 19th day of May 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.

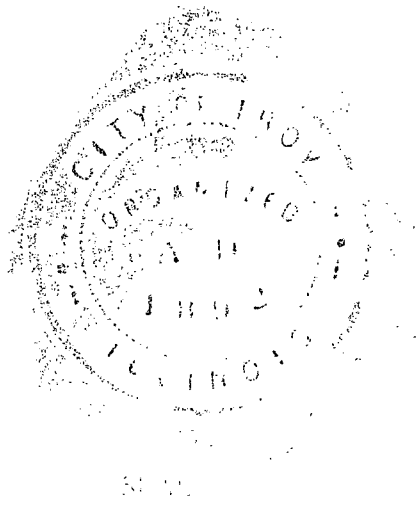
NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF TROY, COUNTY OF MADISON, STATE OF ILLINOIS, as follows:

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 19th day of May, 2025.

Aldermen:	Dan Dawson	<u>✓</u>	Sam Italiano	<u>✓</u>	Ayes: <u>5</u>
	Tim Flint	<u>✓</u>	Debbie Knoll	<u>ABSENT</u>	
	Elizabeth Hellrung	<u>✓</u>	Tony Manley	<u>ABSENT</u>	Nays: <u>0</u>
	Nathan Henderson	<u>✓</u>	Troy Turner	<u>ABSENT</u>	



APPROVED:

By: *David Nonn*
DAVID NONN, Mayor
City of Troy, Illinois

ATTEST:

By: *Kimberly Thomas*
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 19TH day of MAY, 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 19TH day of MAY, 2025, the corporate authorities of the City did by vote of 5 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.

Kaitlyn Yager
Owner Signature

Kaitlyn Yager
Printed Name

2/18/2025
Date Signed

Alec Yager
Owner Signature

Alec Yager
Printed Name

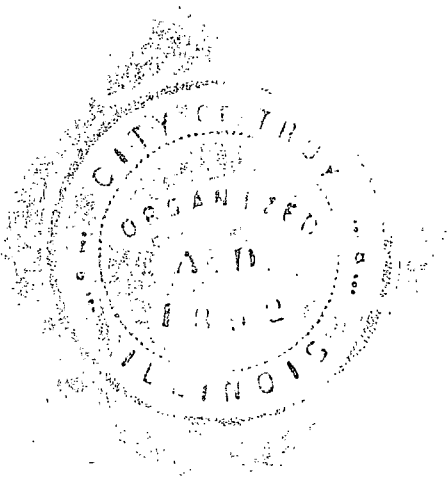
2/19/2025
Date Signed

DATED this 19TH day of MAY, 2025.

CITY OF TROY, ILLINOIS:

David Man
Mayor, City of Troy

Kimberly Thomas
City Clerk, City of Troy



TRUSTEE'S DEED

145017

THIS INDENTURE made this 14th day of February, 2025, between TIMOTHY BYRON HARRIS, SUCCESSOR TRUSTEE UNDER THE HARRIS LIVING TRUST DATED JULY 22, 2002, and in pursuance of the power and authority vested in the grantor as said trustee, CONVEYS and WARRANTS to ALEC YAGER, A MARRIED MAN, AND KAITLYN YAGER, A MARRIED WOMAN,

whose address is: 37 Lake Drive, Troy, IL 62294

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

Lots 34, 35, 36 and the West Half of Lot 37 in Twin Lakes, a subdivision according to the plat thereof recorded in Plat Book 23 Page 168, (except coal and other mineral rights conveyed, excepted or reserved in prior conveyances) in Madison County, Illinois.

Commonly known as: 37 Lake Drive, Troy, IL 62294

Permanent Parcel No. 09-2-22-10-11-201-007

SUBJECT TO THE EASEMENTS, COVENANTS AND RESTRICTIONS OF RECORD.

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



PRE-ANNEXATION REQUIREMENTS

Petitioners Must Furnish All of the Following Information with Their Agreement for Water Service and Pre-annexation

- 1) Full names, addresses and phone numbers of ALL owners of record. Please note all owners are required to sign the agreement.
- If property is owned by a corporation, a resolution from the corporation authorizing named individuals to sign the agreement is required.
- If the Petitioner is involved in a partnership, all partners are required to sign the agreement.
2) A copy of the most recent warranty deed or quit claim deed as evidence demonstrating the owners of record.
3) Proper legal description.
4) Map of property. (This will be furnished by the City.)

Initial water service will be provided upon receipt of completed application for water service. In order for water service to be continued Petitioners have until 3/18/25 to return the attached "Agreement for Water Service and Pre-annexation" with all required documentation as noted above. If this agreement is not returned by the previously stated date, water service will be discontinued until such time as the completed agreement is returned to the City.

We, the undersigned property owner(s), agree to the foregoing and agree to provide the City of Troy with a completed Agreement for Water Service and Pre-Annexation along with required documentation by 3/18/25.

Property Address: 37 Lake DR TROY, IL 62294

Signed: [Signature] (Property Owner)

Dated: 2/18/25

Signed: (Property Owner)

Dated:

Accepted by: [Signature] (City of Troy Representative)

