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RETURN TO:

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

2025R20823
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: 10

CITY OF TROY

ORDINANCE 2025 – 25

SD CTY

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A WATER
SERVICE AND PRE-ANNEXATION AGREEMENT
(7260 State Route 162, Troy)**

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

DR

ORDINANCE NO. 2025-25

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 Farris (PT MID PT; PPID 09-1-22-06-00-000-007.001, and commonly known as 7260 State Route 162, 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.

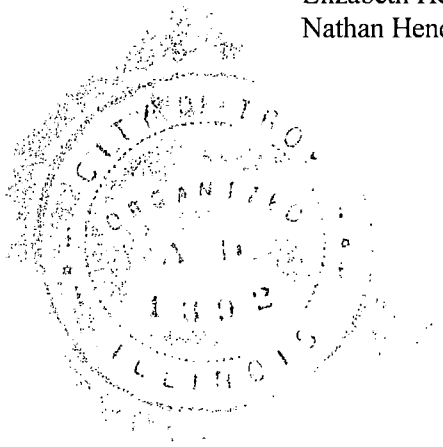
NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF TROY, COUNTY OF MADISON, STATE OF ILLINOIS, as follows:

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.



Owner Signature

Matthew Farris

Printed Name

03/20/2025

Date Signed

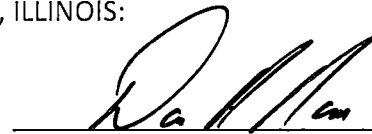
Owner Signature

Printed Name

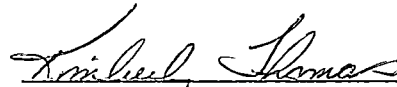
Date Signed

DATED this 19TH day of MAY, 2025.

CITY OF TROY, ILLINOIS:



Mayor, City of Troy



City Clerk, City of Troy



COPY

INDEPENDENT ADMINISTRATOR'S DEED

THIS INDENTURE, made this 16 day of March, 2025, between ROBERT H. TERVEER and ESTELLE C. DALMAN, as Independent Co-Administrators of the Estate of PAUL R. TERVEER, deceased, late of the County of Madison, and State of Illinois, Party of the First Part, and MATTHEW FARRIS, a single person, County of Madison, and State of Illinois, Party of the Second Part, WITNESSETH:

THAT WHEREAS, PAUL R. TERVEER, late of Troy, County of Madison, and State of Illinois, deceased, departed this life on the 9th day of July, 2024, and,

WHEREAS, on the 4th day of September, 2024, letters of office were duly issued out of the Circuit Court of the Third Judicial Circuit of Illinois for Madison County to the Party of the First Part, which letters are still in force and effect; and

WHEREAS, the said Paul R. Terveer at his death owned the real estate hereinafter described;

NOW, THEREFORE, the Party of the First Part, by virtue of the power and authority to his given in the Illinois Compiled Statutes, Chapter 755, Section 5/28-8, and of each and every other power and authority contained therein, and for and in consideration of the sum of three hundred fifteen thousand Dollars (\$315,000.00), to his in hand paid by the Party of the Second Part, the receipt whereof is hereby acknowledged, does hereby grant, sell and convey to the Party of the Second Part, to-wit: MATTHEW FARRIS, a single person, of Edwardsville, Illinois, all of the following described real estate and all interest of the decedent therein, situated in the County of Madison and State of Illinois, to-wit:

Permanent Parcel Number:09-1-22-06-00-000-007.001

Prior deed: 3602-0380

IN WITNESS WHEREOF, the Party of the First Part, as Independent Co-Administrators of the Estate of Paul R. Terveer, deceased, has hereunder set their hand and seal on the day and year first above written.

Robert H. Terveer
ROBERT H. TERVEER
INDEPENDENT CO-ADMINISTRATOR
OF THE ESTATE OF PAUL R. TERVEER

Estelle C. Dalman
ESTELLE C. DALMAN
INDEPENDENT CO-ADMINISTRATOR
OF THE ESTATE OF PAUL R. TERVEER

STATE OF ILLINOIS)
)
COUNTY OF MONROE)

I, the undersigned, a notary public, in and for the County and State aforesaid, do hereby certify that ROBERT H. TERVEER and ESTELLE C. DALMAN, as Independent Co-Administrators of the Estate of PAUL R. TERVEER, deceased, personally known to me to be the same persons whose name are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that Robert H. Terveer and Estelle C. Dalman signed, sealed and delivered the foregoing instrument as their free and voluntary act and deed, as Independent Co-Administrators of the Estate of Paul R. Terveer, deceased, for the uses and purposes therein set forth.

Given under my hand and notary seal this 18th day of March, 2025.



Leslie Ann Thomas
NOTARY PUBLIC

SEND FUTURE TAX BILLS TO:
MATTHEW FARRIS
7260 STATE ROUTE 162
TROY, IL 62294

INSTRUMENT PREPARED BY:
Traugher & Morris
Attorneys at Law
217 S. Main
Columbia, IL. 62236

LEGAL DESCRIPTION

A tract of land situated in the Southwest Fractional Quarter of Section 6, Township 3 North, Range 7 West of the Third Principal Meridian, Madison County, Illinois, more fully described as follows:

From the Southwest corner of the Southwest Fractional Quarter of Section 6 measure East along the South line of said Fractional Quarter Section for 758.0 feet to a point; thence North for 1057.7 feet to a point, and which said point is the point of beginning of the tract hereinafter described; thence continuing North, from said beginning point and along a Northerly extension of the last described course for 772.30 feet to a point on the South right of way line of State Aid Route 9, as the same is located and in use as of August 25, 1962; thence Northwesterly along the Southerly right of way line of State Aid Route 9 the same being along a curve to the left having a radius of 1419.41 feet for 153.58 feet to a point at the Northeast corner of a 0.32 acre tract; thence South along the East line of the said 0.32 acre tract for 87.2 feet; thence South for 125 feet more or less to an iron pin; thence South for 615.94 feet; thence East for 143 feet to the point of beginning.

Except coal and other minerals, together with the right to mine and remove same.

Situated in the County of Madison and State of Illinois.

Permanent Parcel Number(s): 09-1-22-06-00-000-007.001

Property Address(es): 7260 Illinois Route 162, Troy, IL 62294

**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 4-20-25 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 4-20-25.

Property Address: 7260 State Rt 162

Signed: [Signature]
(Property Owner)

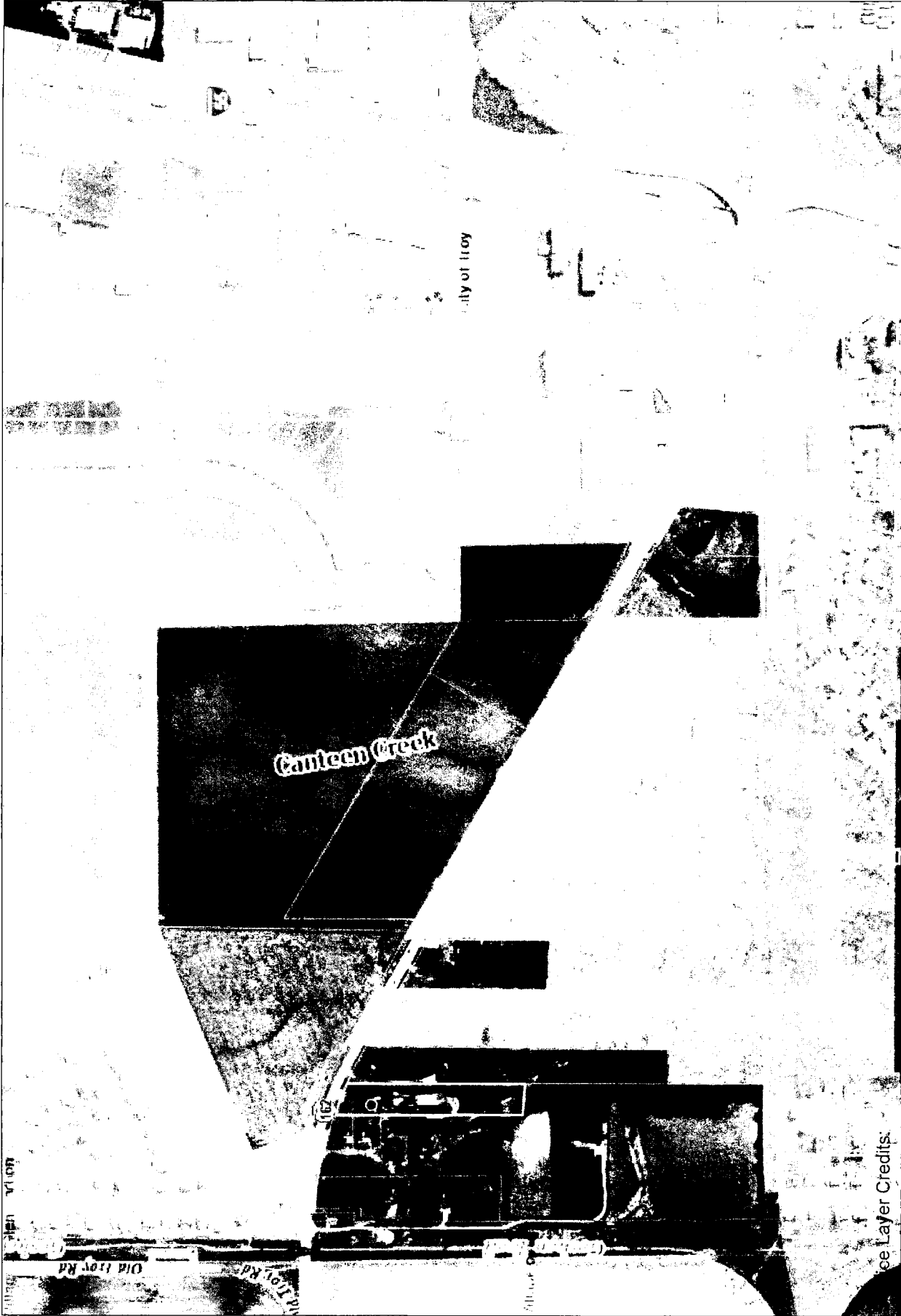
Dated: 03/20/2025

Signed: _____
(Property Owner)

Dated: _____

Accepted by: M. Minion
(City of Troy Representative)

7260 State Route 162



Date: 4/14/2025
Time: 1:13 PM



See Layer Credits:

Author:
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