



DocId:8985665
Tx:4661605

RETURN TO:

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

2025R20824
STATE OF ILLINOIS
MADISON COUNTY
07/30/2025 10:37 AM
LINDA A. ANDREAS
CLERK & RECORDER
REC FEE: 50.00
CO STAMP FEE:
ST STAMP FEE:
FF FEE:
RHSPS FEE:
OF PAGES: 10

CITY OF TROY

ORDINANCE 2025 – 26

SD CTM

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A WATER
SERVICE AND PRE-ANNEXATION AGREEMENT
(8403 Steelecrest Lane, Troy)**

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

DR

ORDINANCE NO. 2025-26

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 R and Arica Bakay (STEELECREST COUNTRY EST LOT 1; PPID 09-2-22-15-13-301-025, and commonly known as 8403 Steelecrest Lane, 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.

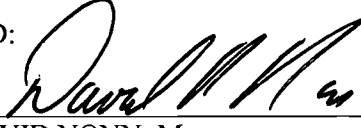
NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF TROY, COUNTY OF MADISON, STATE OF ILLINOIS, as follows:

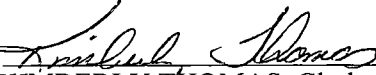
SECTION 1: That the Mayor is hereby authorized and directed to execute the Agreement for Water Service and Pre-Annexation, and the City Clerk is authorized and directed to attest the same and affix thereto the Corporate Seal of the City.

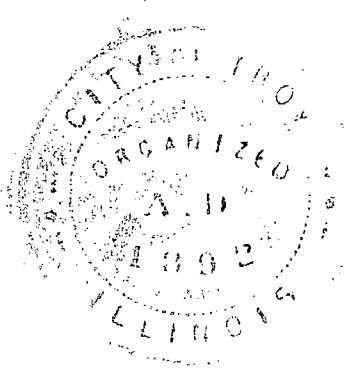
SECTION 2: That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

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, Mayor
City of Troy, Illinois

ATTEST:
By: 
KIMBERLY THOMAS, Clerk
City of Troy, Illinois



(SEAL)

CITY OF TROY, ILLINOIS

AGREEMENT FOR WATER SERVICE AND PRE-ANNEXATION

Property Address: 8403 Steelecrest Ln

Resident: Matt Bakay

Resident: Arica Bakay

Phone Number: 618 910-7841

Phone Number: 314-440-2345

Email: Mr Bakay@gmail.com

Email: aricabakay@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 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 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.

Matt Beckay
Owner Signature

11/11/24 Beckay
Printed Name

12/31/24
Date Signed

Arica L. Beckay
Owner Signature

Arica L. Beckay
Printed Name

12/31/24
Date Signed

DATED this 19TH day of MAY, 2025.

CITY OF TROY, ILLINOIS:

David M. ...
Mayor, City of Troy

Amber P. Thomas
City Clerk, City of Troy



FATIC # 3170046

PTAX-042515

2023R32594
STATE OF ILLINOIS
MADISON COUNTY
12/06/2023 10:54 AM
LINDA A. ANDREAS
CLERK & RECORDER
REC FEE: 52.00
CO STAMP FEE: 67.50
ST STAMP FEE: 135.00
RHSPS FEE: 18.00
OF PAGES: 4

WARRANTY DEED

The Grantor, KESNIE ENTERPRISES, LLC, an Illinois limited liability company duly organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to transact business in the State where the following described real estate is located, whose address is 1211 Bauer 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, CONVEYS and WARRANTS to the Grantees, MATTHEW R. BAKAY and ARICA BAKAY, a married couple, whose address is 110 Elmer St., Troy, IL 62294, as Joint Tenants, 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.

Permanent Real Estate Index Number: 09-2-22-15-13-301-025

Address of Real Estate: 8403 Steelecrest Lane, Troy, IL 62294

Dated this 1st day of December, 2023.

GRANTOR:

KESNIE ENTERPRISES, LLC

By: Dana M. Niehaus

Name: Dana M. Niehaus

Title: Manager

STATE OF ILLINOIS)
) SS
COUNTY OF MAHON)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT **Dana M. Niehaus**, personally known to me to be the Manager of the limited liability company who is the Grantor, and 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, as such Manager, he/she signed and delivered the said instrument pursuant to authority given by the Members of said limited liability company, as his/her free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal this 1 day of December, 2023.



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: Matthew R. Bakay and Arica Bakay, 110 Elmer St., Troy, IL 62294

Name and Address of Taxpayer: Matthew R. Bakay and Arica Bakay, 110 Elmer St., Troy, IL 62294

EXHIBIT A - LEGAL DESCRIPTION

Lot One (1) in Steelecrest Country Estates, a subdivision in the Northwest Quarter of the Southwest Quarter of Section 15, Township 3 North, Range 7 West of the Third Principal Meridian, according to the plat thereof recorded in Plat Book 35 at Page 123 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.: 09-2-22-15-13-301-025



AFFIDAVIT FOR PURPOSE OF PLAT ACT REQUIREMENTS (765 ILCS 205)
THIS IS A LEGAL DOCUMENT - CONSULT YOUR PRIVATE ATTORNEY
(County Zoning & Subdivision Ordinances May Also Apply)

ORIGINAL AFFIDAVIT REQUIRED FOR RECORDING; COPIES WILL NOT BE ACCEPTED

Affiant is the Grantor or is the Grantors authorized representative in a deed transferring interest in the real estate described in the accompanying deed. Affiant further states this transfer is exempt from the Illinois Plat Act because it is:

(Please check all that apply)

A. NOT A DIVISION OF LAND (parcel lines unchanged) () C. DIVISION FOR TAXING PURPOSES ONLY (parcel lines change)

() B. A DIVISION OF LAND THAT MEETS ONE OF THE FOLLOWING EXCEPTIONS TO THE PLAT ACT;

___ 1. A division or subdivision of land into tracts of five (5) acres or more not involving new streets or easements of access with a minimum of five (5) acres residue or Grandfathered under prior approved plat by Land Use Committee.

___ 5. A conveyance of land owned by a public utility not involving new streets or easements of access.

___ 2. A division of lots or blocks of less than one (1) acre in a recorded subdivision not involving new streets or easements of access.

___ 6. A conveyance of land for highway or other public purpose or relating to a dedication of land or for vacation of land subject to a public use.

___ 3. A sale or exchange of land between owners of adjoining and contiguous land.

___ 7. A conveyance made to correct a description in prior conveyance.

___ 4. A conveyance of land for use as a right-of-way for public utilities and other pipelines not involving new streets or easements of access.

___ 8. The sale or exchange of parcels of land following the division into no more than two (2) parts of a parcel existing on July 17, 1959, and not involving any new streets or easements of access.

___ 9. The sale of a single lot/tract less than five (5) acres from a larger tract. (Exception only applies to the 1st tract conveyed from a larger tract as it existed on October 1, 1973.) (The single tract of less than five (5) acres must have been surveyed by an Illinois Registered Land Surveyor whose survey must accompany the deed)

IF A IS MARKED ABOVE, APPROVAL BY THE MAPS & PLATS GIS DIVISION IS NOT REQUIRED.
IF B OR C IS MARKED ABOVE, APPROVAL BY THE MAPS & PLATS GIS DIVISION IS REQUIRED.

Under the penalties of perjury I swear that the statements contained here are true and correct.

NAME Dana Niehaus SIGNATURE: Dana Niehaus DATE: 12.1, 2023
(Please Print)

Subscribed and sworn to before me this 1 day of December, 2023



J. Arzuagas
Notary Public

Madison County Planning and Development Department

This affidavit only ensures the Recorder's Office compliance with the State Plat Act. If the property is located within a municipality or within 1.5 miles of a municipality, local ordinances may apply. **If exception 9 is used**, it is required that this land division be reviewed & approved by the participating municipality. Each municipality has five (5) business days to review deed(s) and return. If the five day limit expires, Maps & Plats will process the deed upon proof of date submitted to municipality.

Date Submitted to Municipality (s) _____ (Please check one) () Municipality Jurisdiction () County Jurisdiction

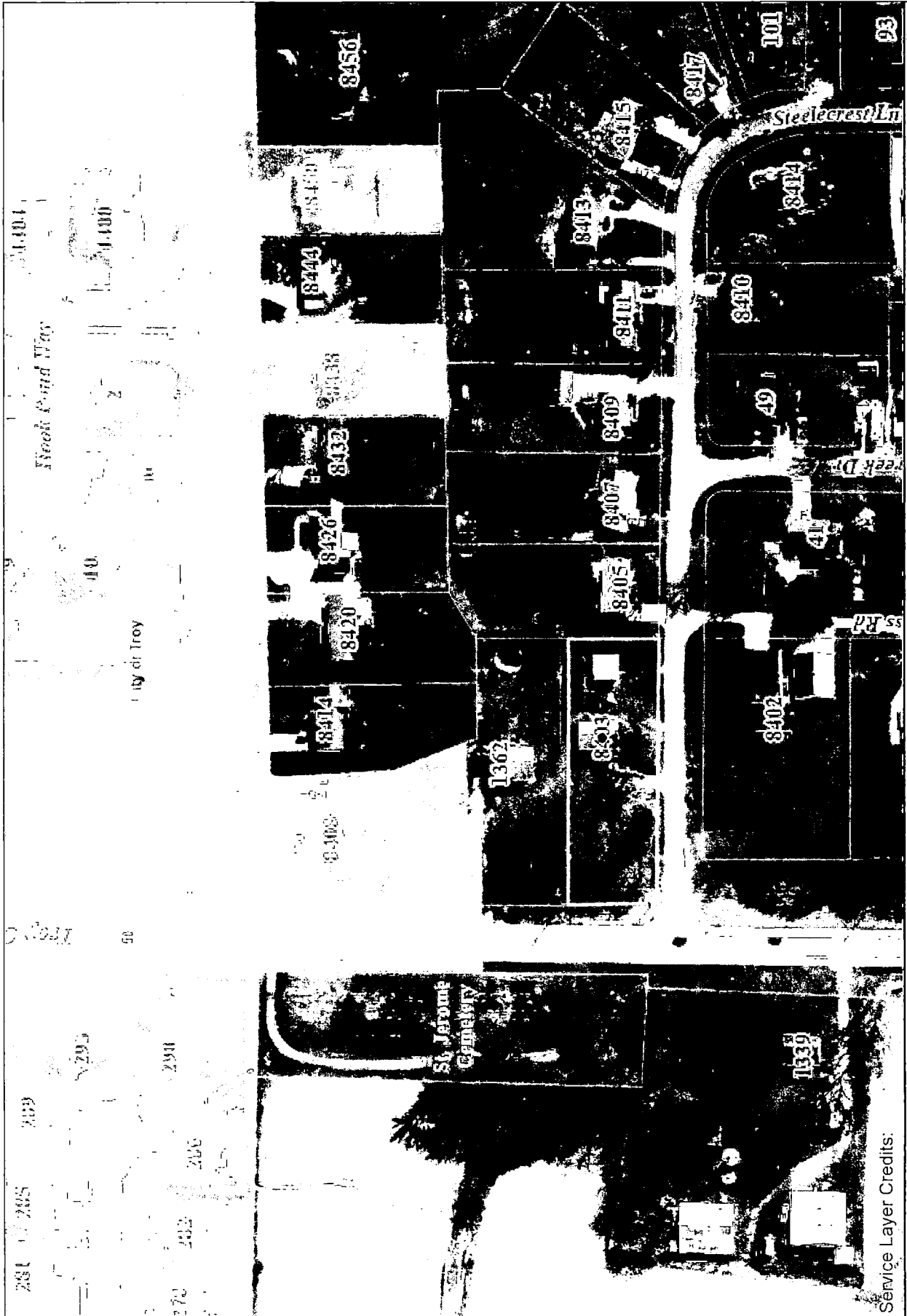
Municipality (s) with Jurisdiction: _____

Municipal Planning Official's Signature Print Name Date

Municipal Planning Official's Signature Print Name Date

(Revised 8/11)

8403 Steelecrest Lane



Service Layer Credits:

Author: GIS

Copyright: Madison County Government

Date: 4/14/2025
Time: 1:03 PM

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