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RETURN TO:

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

2025R26544
STATE OF ILLINOIS
MADISON COUNTY
09/23/2025 10:10 AM
LINDA A. ANDREAS
CLERK & RECORDER
REC FEE: 50.00
CO STAMP FEE:
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RHSPS FEE:
OF PAGES: 10

50.00
CTY

CITY OF TROY

ORDINANCE 2025 – 40

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

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF TROY, ILLINOIS
THIS 15th DAY OF SEPTEMBER, 2025**

ORDINANCE NO. 2025-40

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 Michael P. & Hannah R. Gaumer (1ST ADDN BERKSHIRE LOT 37; PPID 09-2-22-03-00-000-071, and commonly known as 566 Berkshire 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 15th day of September 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 15th day of September, 2025.

Aldermen:	Dan Dawson	<u>✓</u>	Sam Italiano	<u>✓</u>	Ayes: <u>7</u>
	Tim Flint	<u>✓</u>	Debbie Knoll	<u>✓</u>	
	Elizabeth Hellrung	<u>ABSENT</u>	Heather Stirling	<u>✓</u>	Nays: <u>0</u>
	Nathan Henderson	<u>✓</u>	Troy Turner	<u>✓</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

Property Address: 566 Berkshire Drive

Resident: Michael Gaumer

Resident: Hannah Gaumer

Phone Number: 618-691-9733

Phone Number: 217-823-3534

Email: mgaumer1995@gmail.com

Email: hannahroseboehme@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 15TH day of SEPTEMBER, 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 15TH day of SEPTEMBER, 2025, the corporate authorities of the City did by vote of 7 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.

Michael Gaumer
Owner Signature

Michael Gaumer
Printed Name

6-27-25
Date Signed

Hannah Gaumer
Owner Signature

Hannah Gaumer
Printed Name

6-27-25
Date Signed

DATED this 15TH day of SEPTEMBER, 2025.

CITY OF TROY, ILLINOIS:

[Signature]
Mayor, City of Troy

[Signature]
City Clerk, City of Troy



WARRANTY DEED

145958

THIS INDENTURE WITNESSETH, that the Grantors, JACKIE L. COX II AND TERESA A. COX, HUSBAND AND WIFE, of the County of MADISON and State of ILLINOIS, for and in consideration of the sum of One Dollar and other good valuable considerations, the receipt of which is hereby acknowledged, CONVEY and WARRANT to MICHAEL P. GAUMER AND HANNAH R. GAUMER, HUSBAND AND WIFE,

whose address is:

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

Lot 37 in First Addition to Berkshire, a subdivision according to the plat thereof recorded in Plat Cabinet 62 Page 89, (except coal and other mineral rights conveyed, excepted or reserved in prior conveyances) in Madison County, Illinois.


Commonly known as: 566 Berkshire Drive, Troy, IL 62294

Permanent Parcel No. 09-2-22-03-00-000-071

SUBJECT TO THE EASEMENTS, COVENANTS AND RESTRICTIONS OF RECORD.

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

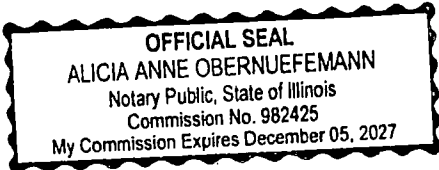
Dated this 22 day of May, 2025.

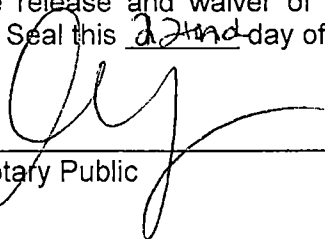


JACKIE L. COX II

STATE OF ILLINOIS)
) SS
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said county and state aforesaid, DO HEREBY CERTIFY THAT JACKIE L. COX II, personally known to me to be the same person whose name is subscribed to the foregoing instrument as having executed the same, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead. Given under my hand and Notarial Seal this 22nd day of May, 2025.

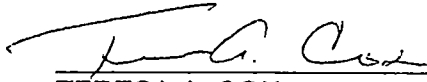




Notary Public

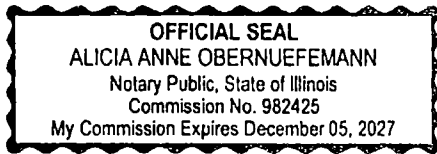
Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

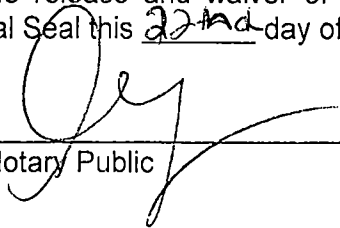
Dated this 22nd day of May, 2025.


TERESA A. COX

STATE OF ILLINOIS)
) SS
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said county and state aforesaid, DO HEREBY CERTIFY THAT TERESA A. COX, personally known to me to be the same person whose name is subscribed to the foregoing instrument as having executed the same, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead. Given under my hand and Notarial Seal this 22nd day of May, 2025.





Notary Public

Return Document to:

Future Taxes To Grantee's Address:

This Instrument Prepared By:
David M. Fahrenkamp, Attorney at Law
Attorney Registration # 03122820
205 N. Second Street, Suite 103
Edwardsville, Illinois 62025
618/656-4226

This instrument was prepared without advice or counsel by David M. Fahrenkamp. This instrument prepared without title opinion, title examination and without guarantee of description by the preparing attorney. The preparer assumes no responsibility for merchantability of title.



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;

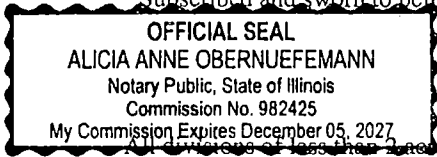
- ___ 1. A division or subdivision of land into tracts of five (5) acres or more not involving new streets or easements of access with a minimum of five (5) acres residue or Grandfathered under prior approved plat by Land Use Committee.
- ___ 2. A division of lots or blocks of less than one (1) acre in a recorded subdivision not involving new streets or easements of access.
- ___ 3. A sale or exchange of land between owners of adjoining and contiguous land.
- ___ 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.
- ___ 5. A conveyance of land owned by a public utility 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.
- ___ 7. A conveyance made to correct a description in prior conveyance.
- ___ 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 Jackie L. Cox II SIGNATURE: [Signature] DATE: 5/22/25, 2025
(Please Print)

Subscribed and sworn to before me this 22nd day of May, 2025



[Signature]
Notary Public

All divisions of less than 2 acres within the County jurisdiction must be reviewed by the 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)

CERTIFICATION OF PUBLICATION

State of Illinois)
County of Madison)

THIS IS TO CERTIFY, that the notice which is published copy if hereto annexed, was published 1 times, once in each week of for successive weeks in the TIMES-TRIBUNE, a newspaper of general circulation, published in the City of Troy, in said County and State, by Better Newspapers, Inc. and that the first insertion was made in the paper on the 28 day of August 2025 A.D., and said the newspaper was regularly published once a week.

Printer's Fee - \$ 15.20

TIMES-TRIBUNE

By: [Signature]
Troy, IL 8/28 2025 A.D.

NOTICE OF PUBLIC HEARING

A Public Hearing will be held on Monday, September 15, 2025, at 6:23 p.m. (or immediately following the previous meeting) at Troy City Hall, 116 E. Market Street, Troy, IL, to hear the petition for Water Service and Pre-Annexation submitted by: Michael P Gaumer & Hannah R Gaumer - 566 Berkshire Drive - Troy, IL 62294 (parcel no 09-2-22-03-00-000-071). At this time, any proponents/opponents to the terms of the Water Service and Pre-annexation Agreement will be heard. City Clerk - Kim Thomas

8/28

END OF DOCUMENT