



DocId:8994220

Tx:4666824

RETURN TO:

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

2025R26545
STATE OF ILLINOIS
MADISON COUNTY
09/23/2025 10:10 AM
LINDA A. ANDREAS
CLERK & RECORDER
REC FEE: 50.00
CO STAMP FEE:
ST STAMP FEE:
FF FEE:
RHSPS FEE:
OF PAGES: 10

50.00
CTY

CITY OF TROY

ORDINANCE 2025 – 41

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A WATER
SERVICE AND PRE-ANNEXATION AGREEMENT
(1309 Bridlespur Lane)**

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

ORDINANCE NO. 2025-41

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 Johnny L & Sharon I. Wood (STEELECREST COUNTRY EST 4TH ADD LOT 61 & N1/2 LT 60; PPID 09-2-22-15-14-301-009, and commonly known as 1309 Bridlespur 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 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.

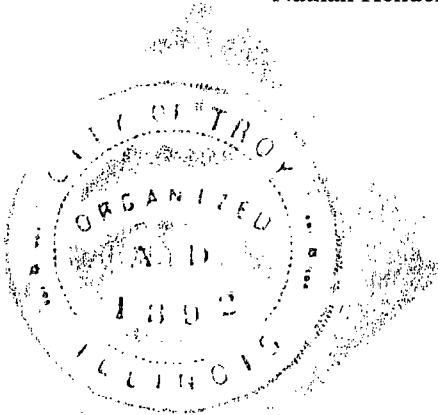
SECTION 2: That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

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: *David Nonn*
By: 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: 1309 Bridlespur Lane

Resident: JOHNNY L. WOOD

Resident: SHARON I. WOOD

Phone Number: _____

Phone Number: _____

Email: _____

Email: _____

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 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.

Johnny L. Wood JOHNNY L. WOOD 5/15/25
 Owner Signature Printed Name Date Signed

Sharon J. Wood Sharon J. Wood 5/15/25
 Owner Signature Printed Name Date Signed

DATED this 15TH day of SEPTEMBER, 2025.

CITY OF TROY, ILLINOIS:

[Signature]
 Mayor, City of Troy

[Signature]
 City Clerk, City of Troy



2025R15148
STATE OF ILLINOIS
MADISON COUNTY
06/04/2025 12:26 PM
LINDA A. ANDREAS
CLERK & RECORDER
REC FEE: 52.00
CO STAMP FEE: 219.75
ST STAMP FEE: 439.50
RHSRS FEE: 10.00
OF PAGES: 4

PREPARED BY:
Bluegill Title, LLC
350 Lincoln Road
Floor 2, Unit#351
Miami Beach, FL 33139
File No. 2025-BGT-IL-49

MAIL SUBSEQUENT TAX BILL &
RETURN TO:
Johnny L. Wood and Sharon I. Wood, Trustees of The
Wood Living Trust dated March 30, 2017
1309 Bridlespur Lane
Troy, IL 62294

Parcel ID: 09-2-22-15-14-301-009

MADISON REAL ESTATE TRANSFER TAX AMOUNT: \$659.25

WARRANTY DEED

The Grantor, **Christopher Stewart**, a married man, of 1309 Bridlespur Lane, Troy, IL 62294, for and in consideration of the sum of One Dolar and other good and valuable consideration in hand paid, conveys and warrants to

The Grantee, **Johnny L. Wood and Sharon I. Wood, Trustees of The Wood Living Trust dated March 30, 2017**, as tenants by the entirety, of 1309 Bridlespur Lane, Troy, IL 62294, the following described real estate, situated in the State of Illinois to wit:

Grantor having been informed of the terms of the Illinois Responsible Property Transfer Act, 765 ILCS 90/1 et.seq., represents that this transfer is not subject to the same.

GRANTOR does for Grantor and Grantor's heirs, personal representatives, executors and assigns forever hereby covenants with Grantee that Grantor is lawfully seized in fee simple of said premises; that the premises are free from all encumbrances, unless otherwise noted above; that Grantor has a good right to sell and convey the same as aforesaid; and to forever warrant and defend the title to the said lands against all claims whatever.

Dated this 14th day of May, 2025.

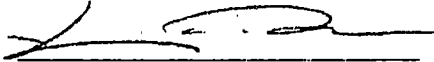


Christopher Stewart

ACKNOWLEDGMENT

KKP 05-13-2025
STATE OF FLORIDA Illinois
COUNTY OF MIAMI-DADE madison
KKP 05-13-2025

The foregoing instrument was acknowledged before me by means of (X) physical presence or () online notarization, this 13 day of May, 2025, by Christopher Stewart, () who is/are personally known to me or (X) who has/have produced Drivers License as identification.



Signature of Notary Public

Kathy K Parrish
Print, Type/Stamp Name of Notary



Exhibit "A"
Property Description

Situated in the County of Madison, State of Illinois, to wit:

Lot Sixty One (61) and the North 45 feet of Lot (60) of "Fourth Addition To Steelecrest Country Estates"; reference being had to the Plat thereof recorded in the Recorder's Office of Madison County, Illinois in Book of Plats "37" on Page 106.

Excepting coal, oil, gas and other minerals excepted or reserved in prior conveyances, if any.

Situated in the County of Madison and the State of Illinois.

PLAT ACT AFFIDAVIT
(Pursuant to 765 ILCS 205/1)

STATE OF ILLINOIS)
COUNTY OF Madison)

Christopher Stewart, the grantor or his/her agent, being duly sworn on oath, states that he/she resides at **3165 Grand Ave Apt #204, Pinellas Park, FL 33782**
Affiant states that the attached deed is *not* a violation of 765 ILCS 205/1 for reason given below:

- A. The sale or exchange is of an entire tract of land not being a part of a larger tract of land and described in the same manner as title was taken by the grantor(s);
- B. One of the following exemptions from 765 ILCS 205/1 (b) applies:
 - 1. The division or subdivision of land is into parcels or tracts of five acres or more in size which does not involved any new streets or easements of access.
 - 2. The division is of lots or blocks of less than one acre in any recorded subdivision which does not involve any new streets or easements of access.
 - 3. The sale or exchange of parcels of land is between owners of adjoining and contiguous land.
 - 4. The conveyance is of parcels of land or interests therein for use as right of way for railroads or other public utility facilities, which does not involve any new streets or easements of access.
 - 5. The conveyance is of land owned by a railroad or other public utility which does not involve any new streets or easements of access.
 - 6. The conveyance is of land for highway or other public purposes or grants of conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.
 - 7. The conveyance is made to correct descriptions in prior conveyances.
 - 8. The sale or exchange is of parcels or tracts of land following the division into no more than two parts of a particular parcels or tract of land existing on July 17, 1959 and not involving any new streets or easements of access.
 - 9. The sale is of a single lot of less than five acres from a larger tract, the dimensions and configurations of said large tract having been determined by the dimensions and configuration of said larger tract on October 1, 1973, and no sale, prior to this sale, or any lot or lots from said larger tract having taken place since October 1, 1973 and provided that this exemption does not invalidate any local requirements applicable to the subdivision of land (page 2).
 - 10. The preparation of a plat for wind energy devices under Sec. 10-620 of the Property Tax Code.
 - 11. Other: _____

C. The division does not meet any of the above criteria and must have county approval (page 2).
Legal description prepared by: _____

AFFIANT further states that he/she makes this affidavit for the purpose of inducing the Recorder of Deeds of Madison County, State of Illinois, to accept the attached deed for recording.

SUBSCRIBED AND SWORN TO before me Kathy K Parrish Notary Public
this 13 day of May, 2020 by Christopher Stewart

Signature of Notary Public

Signature of Affiant



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 6:24 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: Johnny L. Wood & Sharon I. Wood - 1309 Bridlespur Lane - Troy, IL 62294 (parcel no 09-2-22-15-14-301-009). 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