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TROY, IL 62294

2024R11926
STATE OF ILLINOIS
MADISON COUNTY
05/08/2024 10:32 AM
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REC FEE: 50.00
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OF PAGES: 10

CITY OF TROY

ORDINANCE 2024 - 14

5000 CTY

AN ORDINANCE AUTHORIZING THE EXECUTION OF A WATER SERVICE AND
PRE-ANNEXATION AGREEMENT (2407 Timber Creek, St. Jacob)

ADOPTED BY THE CITY COUNCIL OF THE CITY OF TROY, ILLINOIS
THIS 18th DAY OF MARCH, 2024

DR

ORDINANCE NO. 2024-14

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 Johnathan M. Homer and Candee M. Homer (TR NW NW; PPID 09-1-22-03-00-000-003.024), and commonly known 2407 Timber Creek, St.Jacob, 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 18th day of March, 2024, 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.

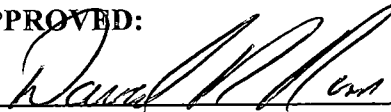
SECTION 2: That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED by the City Council of the City of Troy, Illinois, the 18th day of March, 2024 by at least a vote of two-thirds of the corporate authorities of the City of Troy, Illinois.

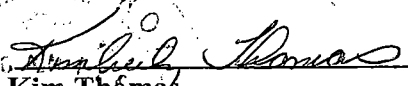
Aldermen:	Dawson	<u>AYE</u>	Italiano	<u>AYE</u>	Total:	<u>7</u>	Ayes
	Flint	<u>AYE</u>	Knoll	<u>AYE</u>			
	Hellrung	<u>AYE</u>	Manley	<u>ABSENT</u>		<u>0</u>	Nays
	Henderson	<u>AYE</u>	Turner	<u>AYE</u>			

APPROVED by the Mayor of the City of Troy, Illinois, the 18th day of March, 2024.

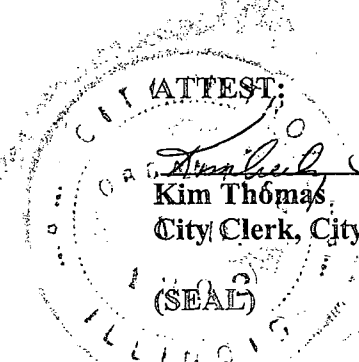
APPROVED:



David Nonn
Mayor, City of Troy, Illinois

ATTEST:


Kim Thomas
City Clerk, City of Troy, Illinois



CITY OF TROY, ILLINOIS
AGREEMENT FOR WATER SERVICE AND PRE-ANNEXATION

Property Address: 2407 TIMBER CREEK ST. JACOB, IL 62281

Resident: John Homer

Resident: Candee Homer

Phone Number: (805) 291-9793

Phone Number: (805) 291-9509

Email: homerjpacaf@yahoo.com

Email: Candeeconnor@yahoo.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 18TH day of MARCH, 2024, 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 18TH day of MARCH, 2024, 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.

Jonathan M. Homer
Owner Signature

Jonathan M. Homer
Printed Name

7/13/23
Date Signed

Candee M. Homer
Owner Signature

Candee M. Homer
Printed Name

7/13/23
Date Signed

DATED this 13th day of July, 20 23.

CITY OF TROY, ILLINOIS:



David M. Am 3/18/2024
Mayor, City of Troy

Kimberly Thomas 3/18/2024
City Clerk, City of Troy

WARRANTY DEED

THIS INDENTURE WITNESSETH, That the Grantor

JASON BLACK

of the Village of St. Jacob, in the County of Madison and State of Illinois, for and in consideration of the sum of One Dollar and other good and valuable considerations, the receipt of which is hereby acknowledged,

CONVEYS AND WARRANTS to

JOHNATHAN M. HOMER and CANDEE M. HOMER

Husband and wife, not as tenants in common, not as joint tenants with full right of survivorship

Grantees, the following described real estate, to-wit:

PARCEL 1: A tract of land in the Northeast Quarter of Section 3, Township 3 North, Range 7 West of the Third Principal Meridian, more particularly described as follows: Commencing at the Northeast corner of said Northeast Quarter, thence South 89 degrees 42 minutes 39 seconds West (bearing assumed, along the North line of said Northeast Quarter, a distance of 1,596.18 feet to the point of beginning of the tract herein described; thence South 01 degrees 25 minutes 24 seconds West a distance of 415.02 feet; thence South 89 degrees 46 minutes 14 seconds West a distance of 250.00 feet; thence North 08 degrees 16 minutes 15 seconds East a distance of 419.25 feet to the North line of said Northeast Quarter; thence North 89 degrees 42 minutes 39 seconds East a distance of 200.00 feet to the point of beginning; said tract being shown on survey recorded June 17, 1993 in Plat Cabinet 57 Page 170 and known as Tract 9 of Timber Creek Estates (except coal, gas and other mineral rights conveyed, excepted or reserved in prior conveyances), in Madison County, Illinois.

PARCEL 2: an easement for ingress and egress for the benefit of Parcel 1 over a strip of land 50 feet in width located in the Northeast Quarter of Section 3, Township 3 North, Range 7 West of the Third Principal Meridian, Madison County, Illinois, as shown on

survey Plat recorded June 17, 1933 in the Recorder's Office of Madison County, Illinois in Plat Cabinet 57 Page 170, in Madison County, Illinois.

PARCEL 3: An easement for ingress and egress for the benefit of Parcel 1 over a strip of land of variable width located in the East Half of Section 3, Township 3 North, Range 7 West of the Third Principal Meridian, Madison County, Illinois, as shown on Survey Plat recorded July 10, 1984 in Plat Cabinet 52 Page 34, corrected by Surveyor's Affidavit recorded May 20, 1993 in Book 3782 Page 2024, and as amended by Easement Agreement and plat attached thereto recorded December 1, 1993 in Book 3835 Page 796 and re-recorded December 30, 1993 in Book 3842 Page 1724, in Madison County, Illinois.

PARCEL 4: Easement for ingress and egress for the benefit of Parcel 1 created by instrument recorded May 12, 1993 in Book 3780 Page 669 made by John R. Winning and Linda L. Wining to Dale Tipton and Beverly Tipton over a triangular tract of land located in the Northeast Quarter of Section 3, Township 3 North, Range 7 West of the Third Principal Meridian, Madison County, Illinois, commencing at the Northeast corner of a 3.94 acre tract of land as described in Book 3672 Page 1976 and shown on survey plat recorded in Plat Cabinet 52 Page 34; thence North 89 degrees 51 minutes 27 seconds East (bearing assumed), along the centerline of an existing 60 foot wide roadway and utility easement, a distance of 144.97 feet; thence South 16 degrees 55 minutes 15 seconds West a distance of 31.38 feet to the point of beginning of said triangular tract of land; thence South 89 degrees 51 minutes 27 seconds West, along the South line of said easement, a distance of 1.5.73 feet to the East line of an existing 60 foot wide roadway and utility easement; thence South 00 degrees 12 minutes 32 seconds East, along said East line, a distance of 56.41 feet; thence North 61 degrees 45 minutes 38 seconds East a distance of 119.77 feet to the point of beginning, in Madison County, Illinois.

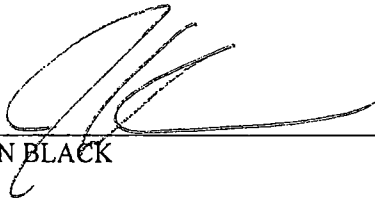
PARCEL 5: An easement for ingress and egress for the benefit to Parcel 1 created by Deed recorded May 16, 1984 in Book 3286 Page 804 made by First National Bank of Collinsville, Trustee, to Cedric J. Karlak and John R. Winning over a strip of land 50 feet in width located in the East Half of Section 3, Township 3 North, Range 7 West of the Third Principal Meridian, Madison County, Illinois, the center line of which is more particularly described as follows: Commencing at the most Northwesterly corner of a 6.31 acre tract of land described in Book 3052 Page 2092; thence along the Westerly line of said tract as follows: South 61 degrees 11 minutes 30 seconds West a distance of 113.63 feet; South 40 degrees West a distance of 4.46 feet; thence South 89 degrees 10 minutes 40 seconds West a distance of 166.10 feet to the point of beginning of the centerline herein described; thence South 13 degrees 03 minutes West a distance of 927.68 feet to the point of termination being in the centerline of the Township Road, in Madison County, Illinois.

Permanent Parcel No. 09-1-22-03-00-000-003.024

Subject to covenants, restrictions and easements of record.

situated in Madison County, Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Dated this 30th day of June, 2023.

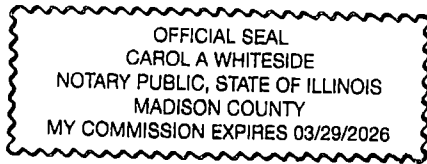


JASON BLACK

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 JASON BLACK, 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 signed, sealed and delivered the said instrument as his free and voluntary act for the use and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 30th day of June, 2023.





Notary Public

Future Taxes to:

Return this document to:

*This document prepared from information supplied by applicant by:
Flanigan Law Office, Ltd.
120 North Main Street Suite 2
Edwardsville, Illinois 62025
T46502*



PETITIONERS MUST FURNISH ALL OF THE FOLLOWING INFORMATION WITH THEIR AGREEMENT FOR WATER SERVICE AND ANNEXATION

- 1) Full names, addresses and phone numbers of ALL the 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 payment of the required deposit and completed application for water. In order for water services to be continued Petitioners have until 7-30-23 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 services 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 7-30-23

Property Address: 2407 Timber Creek St. JACOB, IL 62281

Signed: [Signature] (Property Owners)

Dated: 6-30-23

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

Troy Times Tribune

Legal Notice

Run Date(s): February 22, 2024

Certificate of Publication

The **Troy Times Tribune** is a secular newspaper, has been continuously published weekly for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the city of **Troy**, county of **Madison**, State of Illinois, is of general circulation throughout that county and surrounding areas, and is a newspaper as defined by 715 ILCS 5/5.

This notice, a copy of which is attached, was published 1 times in **Troy Times Tribune**, one time per week for 1 week(s).

The first publication of the notice was made in the newspaper, dated and published on 2/22 and the last publication was 2/22.

Troy Times Tribune has signed this certificate by its registered agent.

Troy Times Tribune

By: me

Registered Agent

Date: 2/26/2024

Publication Charge: \$ 12.80

Legal Notice

A Public Hearing will be held on Monday, March 18, 2024 at 6:22p.m. (or immediately following the previous public hearing) at Troy City Hall, 116 E. Market Street, Troy, IL to hear the petition for Water Service and Pre-Annexation submitted by: Johnathan and Candee Homer - 2407 Timber Creek - St. Jacob, IL 62281 (parcel no. 09-1-22-03-00-000-003.024). At this time any proponents/opponents to the terms of the Water Service and Pre-annexation Agreement will be heard. City Clerk - Kim Thomas

END OF DOCUMENT