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2024R23783

STATE OF ILLINOIS

MADISON COUNTY

08/28/2024 10:24 AM

LINDA A. ANDREAS

CLERK & RECORDER

REC FEE: 50.00

CO STAMP FEE:

ST STAMP FEE:

FF FEE:

RHSPS FEE:

# OF PAGES: 10

**RETURN TO:**

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

**CITY OF TROY**

**ORDINANCE 2024 – 41**

50 *CTA*

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**AN ORDINANCE AUTHORIZING THE EXECUTION OF A WATER SERVICE  
AND PRE-ANNEXATION AGREEMENT (1200 Norman D Acres Road)**

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**ADOPTED BY THE CITY COUNCIL OF THE CITY OF TROY, ILLINOIS  
THIS 1st DAY OF JULY, 2024**

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**ORDINANCE NO. 2024-41**

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A WATER SERVICE AND PRE-ANNEXATION AGREEMENT (1200 Norman D Acres Road)**

**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 Alexander D. Kramer (PT NE NE; PPID 0-9-1-22-21-00-000-017.005) and commonly known as 1200 Norman D Acres Road, 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 1<sup>st</sup> day of July 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.

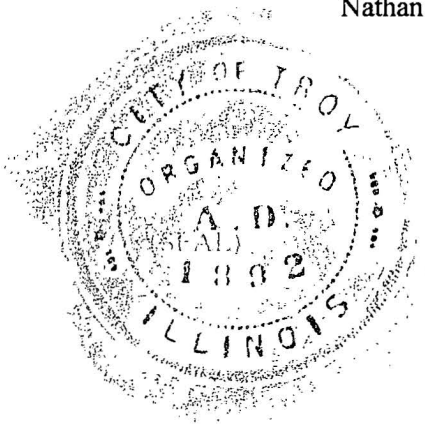
**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF TROY, COUNTY OF MADISON, STATE OF ILLINOIS**, as follows:


**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.

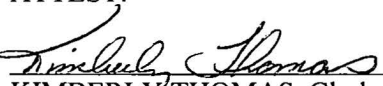
**SECTION 2:** That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

**PASSED** by a two-thirds vote of the corporate authorities of the City of Troy, Illinois, and approved by the Mayor on the 1<sup>st</sup> day of July 2024.

Aldermen:	Dan Dawson	<u>AYE</u>	Sam Italiano	<u>AYE</u>	Ayes: <u>8</u>
	Tim Flint	<u>AYE</u>	Debbie Knoll	<u>AYE</u>	
	Elizabeth Hellrung	<u>AYE</u>	Tony Manley	<u>AYE</u>	Nays: <u>0</u>
	Nathan Henderson	<u>AYE</u>	Troy Turner	<u>AYE</u>	



APPROVED:  
  
\_\_\_\_\_  
DAVID NONN, Mayor  
City of Troy, Illinois

ATTEST:  
  
\_\_\_\_\_  
KIMBERLY THOMAS, Clerk  
City of Troy, Illinois

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

Property Address: 1200 NORMAN D ACRES N TROY, IL 62294

Resident: ALEXANDER D. KRAMER

Resident: \_\_\_\_\_

Phone Number: 636 226 5585

Phone Number: \_\_\_\_\_

Email: ADKG34@GMAIL.COM

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 15<sup>th</sup> day of JULY, 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 15<sup>th</sup> day of JULY, 2024, the corporate authorities of the City did by vote of 8 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.

  
 \_\_\_\_\_  
 Owner Signature

ALEXANDER KRAMER  
 \_\_\_\_\_  
 Printed Name

27 JULY 2023  
 \_\_\_\_\_  
 Date Signed

\_\_\_\_\_  
 Owner Signature


\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Date Signed

DATED this 1<sup>ST</sup> day of JULY, 2024.

CITY OF TROY, ILLINOIS:

  
 \_\_\_\_\_  
 Mayor, City of Troy

  
 \_\_\_\_\_  
 City Clerk, City of Troy

## WARRANTY DEED

Paul Schuerbaum, a single person, ("Grantor"), of the City of Troy, State of Illinois, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid, CONVEY AND WARRANT to **Alexander Daniel Kramer, a single person ("Grantee")**, of 150 Hunt Road, Ponca City, OK 74604-5011, the following described real estate, with any improvements thereon situated in the County of Madison, State of Illinois ("Property"):

Part of the East One-Half of the Northeast Quarter of Section 21, Township 3 North, Range 7 West of the Third Principal Meridian, Madison County, Illinois, being more particularly described in the following tract:

Commencing at the Northwest corner of Lot 1 of Norman-D Acres, reference being had to the plat thereof recorded in Plat Book 40, page 54, in the Recorder's Office, Madison County, Illinois; thence South 00° 02' 58" East (assumed bearing) along the West line of said Norman-D Acres, 198.40 feet to an iron pin set on the centerline of an existing 50 foot wide easement lying East and West, said point being the point of beginning of the tract herein described; thence South 00° 02' 58" East, along said West line of Norman-D Acres, a distance of 420.00 feet to an iron pin set; thence North 89° 14' 35" West, a distance of 212.00 feet to an iron pin set; thence North 00° 02' 58" West, a distance of 420.00 feet to an iron pin set on said centerline of an existing 50 foot wide easement; thence South 89° 14' 35" East, a distance of 212.00 feet to the point of beginning, contained 2.04 acres, more or less.

The North 25 feet of the above described tract being subject to a 50 foot wide easement granted to Joseph Friederich;

Also the West 25.00 feet of the above described tract being subject to an easement (50 feet wide);

Except any interest in the coal, oil, gas and other mineral rights underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil, gas and other minerals, if any.

**NOTE FOR INFORMATION:**

PPN: 09-1-22-21-00-000-017.005

c/k/a: 1200 Norman D Acres Road North, Troy, IL 62294-2445

Previous Deed Reference: Document No. 2018R28645

**NOTE: The real estate being conveyed herein is not the homestead of the spouse of the Grantor.**

Subject, however, to the general taxes for the year of 2023 and thereafter, to all instruments, covenants, restrictions, conditions, exceptions and liens of record, and subject to the rights or claims of parties in possession under recorded leases, applicable zoning laws, ordinances, regulations or subdivision indentures, all mineral interest previously reserved or conveyed, and any facts or exceptions which an accurate survey or inspection of the property would show.

The Grantor hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Notwithstanding the date of execution, this deed is effective as of the 2 day of June, 2023.

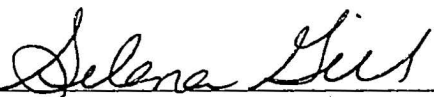
  
\_\_\_\_\_  
Paul Schuerbaum

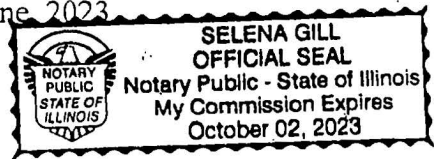
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF St Clair )



I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT Paul Schuerbaum, 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 uses and purposes therein set forth, including the release and waiver of homestead.

Given under my hand and notarial seal this 2 day of June 2023

  
\_\_\_\_\_  
Notary Public



Send Future Tax Bill to:  
  
Alexander Daniel Kramer  
1200 Norman D. Acres Road North  
Troy, IL 62294-2445

Return to:  
  
Doma Insurance Agency of Illinois, Inc.  
1 Bronze Pointe, Suite 1B  
Swansea, IL 62226

The form of this instrument was prepared by:

Doreen Miller, Attorney  
1 Bronze Point, Suite B  
Swansea, IL 62226





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 6-30-23 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 6-30-23.

Property Address: 1200 NORMAN D ACRES N TROY, IL 62294

Signed: *Alex Kim*  
(Property Owners)

Dated: 5-30-23

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

**Troy Times Tribune**

Legal Notice

Run Date(s): June 13

**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 6/13, and the last publication was 6/13.

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

Troy Times Tribune

By: J. More

Registered Agent

Date: June 17, 2024

Publication Charge: \$ 10.00

**NOTICE OF PUBLIC HEARING**  
A Public Hearing will be held on Monday, July 1, 2024, 2024 at 6:20 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: Alexander D Kramer - 1200 Norman D Acres - Troy, IL 62294 (parcel no 09-1-22-21-00-000-017.005).  
At this time any proponents/ opponents to the terms of the Water Service and Pre-annexation Agreement will be heard. City Clerk - Kim Thomas

6/13c

**END OF DOCUMENT**