



DocId:18718777

Tx:4621428

Return to

Prepared by:

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

2024R11925
STATE OF ILLINOIS
MADISON COUNTY
05/08/2024 10:32 AM
LINDA A. ANDREAS
CLERK & RECORDER
REC FEE: 50.00
CO STAMP FEE:
ST STAMP FEE:
FF FEE:
RHSPS FEE:
OF PAGES: 11

CITY OF TROY

ORDINANCE 2024 - 13

5000 CTY

AN ORDINANCE AUTHORIZING THE EXECUTION OF A WATER SERVICE AND
PRE-ANNEXATION AGREEMENT (2306 Timber Ridge Road)

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

DR

ORDINANCE NO. 2024-13

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 Waylon Mays and Sue Ellen Mays (PT W1/2 NE; PPID 09-1-22-03-00-000-003.006), and commonly known 2306 Timber Ridge Road, 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:

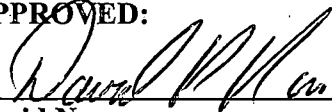
SECTION 1: That the Mayor is hereby authorized and directed to execute the Agreement for Water Service and Pre-Annexation and the City Clerk is authorized and directed to attest the same and affix thereto the Corporate Seal of the City.

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>			

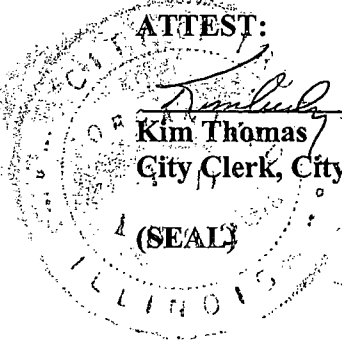
APPROVED by the Mayor of the City of Troy, Illinois, the 18th day of March, 2024.

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: 2306 Timber Ridge Rd St. JACOB, IL 62281

Resident: Waylon Mays

Phone Number: 940-232-2938

Email: Waylon.mays.1@gmail.com

Resident: Sue Ellen Mays

Phone Number: 940-867-0487

Email: sue.e.mays@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 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.

[Signature]
Owner Signature

Waylon Mays
Printed Name

14 Aug 23
Date Signed

[Signature]
Owner Signature

Sue Ellen Mays
Printed Name

8-14-2023
Date Signed

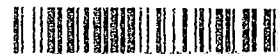
DATED this 18TH day of MARCH, 2024.

CITY OF TROY, ILLINOIS:

[Signature]
Mayor, City of Troy

[Signature]
City Clerk, City of Troy





DocID:8871668

Tx:4594225

2023R16500

STATE OF ILLINOIS

MADISON COUNTY

06/23/2023 10:45 AM

LINDA A. ANDREAS

CLERK & RECORDER

REC FEE: 51.00

CD STAMP FEE: 227.50

ST STAMP FEE: 455.00

RNAPS FEE: 9.00

OF PAGES: 4

1 of 2

139447
Abstracts & Titles, Inc.
205 N Second St
Edwardsville, IL 62025

WARRANTY DEED

139447

LEO

THIS INDENTURE WITNESSETH, that the Grantor, MELISSA CALLIS, of 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 WAYLON MAYS AND SUE ELLEN MAYS,

whose address is: *2306 Timber Ridge Rd., St Jacob IL*
62281

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

See attached Exhibit "A".

Commonly known as: 2306 Timber Ridge Road, St. Jacob, IL 62281


Permanent Parcel No. 09-1-22-03-00-000-003.006

SUBJECT TO THE EASEMENTS, COVENANTS AND RESTRICTIONS OF RECORD.

key

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

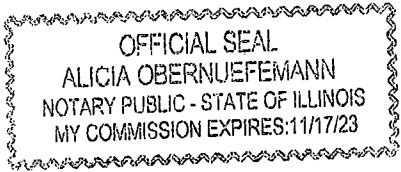
Dated this 15 day of June, 2023.

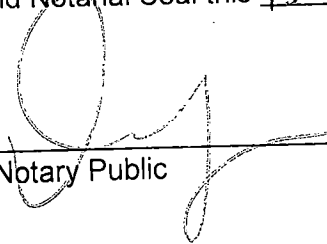


MELISSA CALLIS

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 MELISSA CALLIS, personally known to me to 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 15 day of June, 2023.





Notary Public

Return Document to:

Waylon and Sue Ellen Mays
2306 Timber Ridge Rd.
St Jacob IL 62281

Future Taxes To Grantee's Address:

Waylon and Sue Ellen Mays
2306 Timber Ridge Rd.
St. Jacob IL 62281

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.

EXHIBIT A

Parcel 1:

A tract of land in the East Half of Section 3, Township 3 North, Range 7 West of the Third Principal Meridian, Madison County, Illinois being more particularly described as follows: Commencing at the Northeast corner of Section 3, Township 3 North, Range 7 West of the Third Principal Meridian; thence South 89 degrees 42 minutes 39 seconds West along the North line of said section and along the North line of a tract described in deed recorded in Book 3169 Page 1674 of Madison County records a distance of 844 feet; thence South 0 degrees 56 minutes 37 seconds East along the Westerly line of above mentioned tract a distance of 1058.63 feet to an iron pin at the most Northeast corner of a 10.044 acre tract described in deed recorded in Book 3040 Page 1855; thence along the boundary of said tract as follows: North 89 degrees 55 minutes 31 seconds West a distance of 481.27 feet to an iron pin; South 16 degrees 55 minutes 15 seconds West a distance of 345.21 feet to the center line of a roadway and utility easement as shown on the plat recorded in the Recorder's Office of Madison County, Illinois in Plat Book 52 Page 34; thence South 89 degrees 51 minutes 27 seconds West along said center line a distance of 144.97 feet; thence South 89 degrees 54 minutes 17 seconds West along said center line a distance of 554.60 feet to the point of beginning of the following described tract; thence South 89 degrees 54 minutes 45 seconds West a distance of 476.94 feet; thence North 50 degrees 02 minutes 44 seconds East a distance of 624.48 feet to the center line of the aforementioned roadway and utility easement; thence along said center line as follows: North 73 degrees 14 minutes 34 seconds East a distance of 101.70 feet; thence 78 degrees 45 minutes 16 seconds East a distance of 101.90 feet; South 0 degrees 11 minutes 59 seconds East a distance of 39.81 feet; thence South 28 degrees 18 minutes 08 seconds West a distance of 420.17 feet to the point of beginning, (except coal and other minerals underlying said premises with the right to mine and remove same) in Madison County, Illinois.

Parcel 2:

The right of ingress and egress across the roadway easements shown on the survey plat recorded in the Recorder's Office of Madison County, Illinois in Plat Cabinet 52 Page 34 subject to the roadway and utility easements shown on said survey plat that lie within the boundary of the aforescribed tract in Madison County, Illinois.

Commonly known as: 2306 Timber Ridge Road, St. Jacob, IL 62281



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.

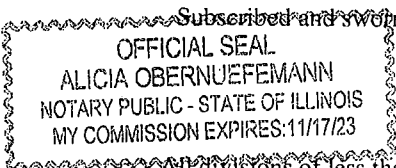
___ 8. The sale or exchange of parcels of land following the division into no more than two (2) parts of a parcel existing on July 17, 1959, and not involving any new streets or easements of access.

___ 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 Melissa Callis SIGNATURE: [Signature] DATE: 6/15, 2023
(Please Print)



Subscribed and sworn to before me this 15 day of June, 2023

[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)

END OF DOCUMENT

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 9-14-23 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 9-14-23.

Property Address: 2306 Timber Ridge Rd St. JACOB, IL 62281

Signed: [Signature]
(Property Owners)

Dated: 8-14-23

Accepted by: M. Minion
(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:

mp

Registered Agent

Date: 2/26/2024

Publication Charge: \$ 12.80

A Public Hearing will be held on Monday, March 18, 2024 at 6:21 p.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: Waylon and Sue Ellen Mays - 2306 Timber Ridge - St. Jacob, IL 62281 (parcel no 09-1-22-03-00-000-003.006). 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