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Prepared by:

**CLERK, CITY OF TROY
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TROY, IL 62294**

2024R11928
STATE OF ILLINOIS
MADISON COUNTY
05/08/2024 10:32 AM
LINDA A. ANDREAS
CLERK & RECORDER
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OF PAGES: 11

CITY OF TROY

ORDINANCE 2024 – 16

5000 CFM

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A WATER SERVICE AND
PRE-ANNEXATION AGREEMENT (9017 State Route 162)**

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

DR

ORDINANCE NO. 2024-16

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 Destiny L Hooper (PT W1/2 W 1/2 SE EXC R-O-W; PPID 09-1-22-11-00-000-009.005), and commonly known 9017 State Route 162, 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 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.

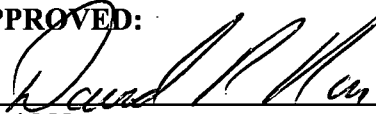
SECTION 2: That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

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

(SEAL)

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

Property Address: 9017 IL-162 Troy IL 62294

Resident: Destiny Hooper Resident: _____
Phone Number: (917) 402-6199 Phone Number: _____
Email: drdestinyhooper@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 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.

[Handwritten Signature]
Owner Signature

Destiny Harper
Printed Name

7/11/23
Date Signed

Owner Signature

Printed Name

Date Signed

DATED this 18TH day of MARCH, 2024.



CITY OF TROY, ILLINOIS:

[Handwritten Signature]
Mayor, City of Troy

[Handwritten Signature]
City Clerk, City of Troy

WARRANTY DEED

141918

THIS INDENTURE WITNESSETH, that the Grantor, GLENN A. BUSKE, SURVIVING JOINT TENANT OF VELMA R. BUSKE, DECEASED, 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 DESTINY L. HOOPER,

whose address is:

the following described real estate to-wit:

See attached Exhibit "A".

Commonly known as: 9017 State Route 162, Troy, IL 62294

Permanent Parcel No. 09-1-22-11-00-000-009.005

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 10TH day of July, 2023.

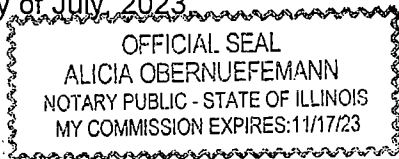
GLENN A. BUSKE BY

Brad David Buske, HIS AGENT

GLENN A. BUSKE BY BRAD DAVID BUSKE, HIS AGENT

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 BRAD DAVID BUSKE, 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 10 day of July, 2023.



[Signature]
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.

EXHIBIT A

Parcel 1:

A tract of land in the West Half of the Southeast Quarter of Section 11, Township 3 North, Range 7 West of the Third Principal Meridian, Madison County, Illinois, being more particularly described as follows:

Beginning at an iron pin at the Southeast corner of the Northeast Quarter of the Southwest Quarter of Section 11, Township 3 North, Range 7 West; thence North 0 degrees 04 minutes 10 seconds East a distance of 424 feet to an iron pin; thence North 89 degrees 55 minutes East a distance of 327.96 feet to an iron pin; thence South 0 degrees 07 minutes 10 seconds East a distance of 781.7 feet to the center line of S.B.I. Route 11; thence along a non-tangent curve to the left having a radius of 956.91 feet and a chord which bears North 68 degrees 59 minutes 50 seconds West an arc distance of 355.94 feet to the West line of the Southeast Quarter of Section 11, Township 3 North, Range 7 West; thence North 0 degrees 04 minutes 10 seconds West a distance of 230.38 feet to the Point of Beginning, (except coal and other mineral rights conveyed, excepted or reserved in prior conveyances) in Madison County, Illinois.

Parcel 2:

A tract of land in the West Half of the Southeast Quarter of Section 11, Township 3 North, Range 7 West of the Third Principal Meridian, Madison County, Illinois, being more particularly described as follows:

Commencing at an iron pin at the Southeast corner of the Northeast Quarter of the Southeast Quarter of Section 11, Township 3 North, Range 7 West; thence North 0 degrees 04 minutes 10 seconds East a distance of 424 feet to an iron pin; thence North 89 degrees 55 minutes East a distance of 327.96 feet to an iron pin at the Point of Beginning of the tract herein described; thence continuing North 89 degrees 55 minutes East a distance of 330 feet to an iron pin; thence South 0 degrees 07 minutes 10 seconds East a distance of 1026.9 feet to the centerline of S.B.I. Route 11; thence North 52 degrees 52 minutes 30 seconds West along said centerline a distance of 320.05 feet; thence continuing along said centerline along a curve to the left having a radius of 956.91 feet and a chord which bears North 55 degrees 36 minutes 40 seconds West an arc distance of 91.31 feet; thence North 0 degrees 07 minutes 10 seconds West a distance of 781.70 feet to the Point of Beginning, (except coal and other mineral rights conveyed, excepted or reserved in prior conveyances) in Madison County, Illinois.

Also excepting from Parcel 1 and Parcel 2 that part conveyed in Warranty Deed recorded as Document No. 2004R61366 more particularly described as follows: That part of a tract of land in the West Half of the Southeast Quarter of Section 11, Township 3 North, Range 7 West of the Third Principal Meridian, Madison County, Illinois, described as follows:

Commencing at the Southeast corner of the Northeast Quarter of said Southwest Quarter of Section 11, thence on an assumed bearing of South 00 degrees 23 minutes 29 seconds West on the West line of said Southeast Quarter and the West line of a tract of land as described in the Warranty Deed to John McPherson and Caryn Wagner-McPherson and recorded on November 4, 1998 in Book 4286, Page 1725, a distance of 148.42 feet to the Point of Beginning.

From said Point of Beginning; thence Southeasterly 296.36 feet on a non-tangent curve to the right, having a radius of 1,011.03 feet, the chord of said curve bears South 72 degrees 10 minutes 00 seconds East, 295.30 feet; thence South 63

degrees 57 minutes 02 seconds East, 198.91 feet; thence South 52 degrees 38 minutes 42 seconds East, 253.09 feet to the East line of said McPherson tract; thence South 00 degrees 03 minutes 52 seconds West on said East line of said tract, 94.27 feet to the existing centerline of Illinois Route 162; thence North 52 degrees 38 minutes 42 seconds West on said centerline, 310.19 feet; thence continuing Northwesterly on said centerline of Illinois Route 162, a distance of 457.08 feet on a curve to the left, having a radius of 956.03 feet, the chord of said curve bears North 66 degrees 20 minutes 32 seconds West, 452.74 feet to the West line of said McPherson tract; thence North 00 degrees 23 minutes 29 seconds East on West line of said tract, 55.73 feet to the Point of beginning, in Madison County, Illinois.



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 8-11-23 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 8-11-23

Property Address: 9017 IL-162, Troy, IL 62294

Signed: [Handwritten Signature] (Property Owners)

Dated: 7/11/23

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 6:24 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: Destiny L Hooper - 9017 State Route 162 - Troy, IL 62294 (parcel no 09-1-22-11-00-000-009.005). At this time any proponents/opponents to the terms of the Water Service and Pre-annexation Agreement will be heard. City Clerk - Kim Thomas

END OF DOCUMENT