



DocId:8736325

Tx:4631836

2024R23784

STATE OF ILLINOIS

MADISON COUNTY

09/28/2024 10:24 AM

LINDA A. ANDREAS

CLERK & RECORDER

REC FEE: 50.00

CO STAMP FEE:

ST STAMP FEE:

FF FEE:

RHSPS FEE:

OF PAGES: 12

RETURN TO:

CLERK, CITY OF TROY

116 E. MARKET

TROY, IL 62294

CITY OF TROY

ORDINANCE 2024 – 42

50 copy

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A WATER SERVICE
AND PRE-ANNEXATION AGREEMENT (1208 Norman D Acres Road)**

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

DR

ORDINANCE NO. 2024-42

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 Malinda and Shaun Tannahill (PT N1/2 NE NE; PPID 09-1-22-21-00-000-017.006 and commonly known as 1208 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 1st 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 1st 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: 1208 NORMAN D ACRES RD N

Resident: Malinda Tannahill

Resident: Shaun Tannahill

Phone Number: 217-685-5015

Phone Number: 425-478-8285

Email: malinda.mccormick88@gmail.com

Email: shaun.tannahill@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 1ST 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 1ST 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

Malinda Tannahill
Printed Name

7/25/2023
Date Signed


Owner Signature

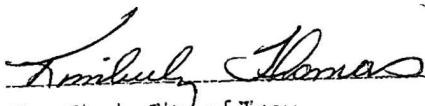
Shaun Tannahill
Printed Name

5/15/2024
Date Signed

DATED this 1ST day of JULY, 2024.

CITY OF TROY, ILLINOIS:


Mayor, City of Troy


City Clerk, City of Troy

PTAX-040021

2023R18287
STATE OF ILLINOIS
MADISON COUNTY
07/13/2023 08:35 AM
LINDA A. ANDREAS
CLERK & RECORDER
REC FEE: 52.00
CO STAMP FEE: 201.50
STAMP FEE: 403.00
RHSPS FEE: 18.00
OF PAGES: 4

File No: NIL-1388822

Prepared by: Sarah Cordell, Esq., Cordell Law LLC, Illinois Bar No. 6305565, 5315 N Clark Street #173, Chicago, IL 60640, (866) 363-3337.

The preparer of this instrument has neither been requested to nor has the preparer conducted a title search or an inspection of the real property transferred hereby. No representations or warranties as to accuracy of the description, the status of title or condition of the real property have been made by the preparer.

After Recording, Send to:
Netco Title
4224 State Route 159
Glen Carbon, IL 62034

Mail Tax Statements To: **Malinda Tannahill and Shaun Tannahill: 1208 Norman D Acres, Troy, IL 62294 -0000**

Parcel Number: 09-1-22-21-00-000-017.006

GENERAL WARRANTY DEED

Tatum Properties LLC, ("Grantor"), of **4909 Carl, Granite City, IL 62040**, for and in consideration of \$403,000.00 (Four Hundred Three Thousand Dollars and Zero Cents) and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, grants and conveys with general warranty covenants to **Malinda Tannahill and Shaun Tannahill**, ("Grantee"), whose tax mailing address is **1208 Norman D. Acres, Troy, IL 62294**, the following described real estate:

Parcel 1: Part of the East 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 as follows: 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 Madison County, Illinois Recorder's Office; thence South 00 degrees 02 minutes 58 seconds East (Assumed bearing) along the West line of said Norman-D Acres, 198.40 feet to an iron pin on the centerline of an existing 50 foot wide easement lying East and West; thence North 89 degrees 14 minutes 35 seconds West, along said centerline, a distance of 212.00 feet to the Point of Beginning of the tract of land hereafter described; thence South 00 degrees 02 minutes 58 seconds East, a distance of 271.30 feet; thence North 89 degrees 14 minutes 35 seconds West, a distance of 321.26 feet; thence North 00 degrees 00 minutes 39 seconds West, a distance of 271.30 feet to said centerline of said 50 foot wide easement; thence South 89 degrees 14 minutes 35 seconds East, distance of 321.08 feet to the Point of Beginning. Except the coal, oil, gas and other minerals. Parcel2: Together with a 50 foot wide private roadway and utility easement being more particularly described as follows: Outlot A of the above described Norman-D Acres and a tract described as follows: Beginning at the Northwest corner of the above described Outlet A; thence South 00 degrees 02 minutes 58 seconds East along the West line of said Outlot A, 50.00 feet to the Southwest corner of said Outlot A; thence North 89 degrees 14 minutes 35 seconds, west 533.09 feet; thence North 00 degrees 39 seconds West, 50.00 feet; thence South 89 degrees 14 minutes 35 seconds, East, 533.06 to the Point of Beginning. Parcel Number(s): 09-1-22-21-00-000-017.006

Property Address is: 1208 Norman D Acres, Troy, IL 62294

Prior deed recorded at Instrument No. 2023R07815

Title to the property hereinabove described is subject to the following: a) real estate taxes and assessments not yet due and payable; b) zoning laws and ordinances; c) covenants, conditions, restrictions of record and easements for the use of public utilities; d) legal roads and highways; and e) any rights of tenants in possession.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title interest, lien equity and claim whatsoever of the said grantor, either in law or equity, to the only proper use, benefit and behalf of the grantee forever.

Executed by the undersigned on 6.29, 2023:

Tatum Properties LLC

By: Cody Tatum

Name: Cody Tatum

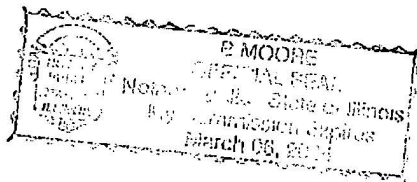
Its: Manager

STATE OF IL
COUNTY OF Madison

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY THAT **Cody Tatum** as _____ on behalf of **Tatum Properties LLC**, personally known to me or has produced IP as identification, to be the same person(s) whose names are subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that (he/she/they) signed, sealed, and delivered the said instrument as (his/her/their) free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 29th day of June, 2023.

B. Moore
Notary Public



NETCO File Number: NIL-1388822

Borrower Last Name: Tannahill

**Exhibit A
Legal Description**

Parcel 1:

Part of the East 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 as follows:

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 Madison County, Illinois Recorder's Office; thence South 00 degrees 02 minutes 58 seconds East (Assumed bearing) along the West line of said Norman-D Acres, 198.40 feet to an iron pin on the centerline of an existing 50 foot wide easement lying East and West; thence North 89 degrees 14 minutes 35 seconds West, along said centerline, a distance of 212.00 feet to the Point of Beginning of the tract of land hereafter described; thence South 00 degrees 02 minutes 58 seconds East, a distance of 271.30 feet; thence North 89 degrees 14 minutes 35 seconds West, a distance of 321.26 feet; thence North 00 degrees 00 minutes 39 seconds West, a distance of 271.30 feet to said centerline of said 50 feet wide easement; thence South 89 degrees 14 minutes 35 seconds East, distance of 321.08 feet to the Point of Beginning.

Except the coal, oil, gas and other minerals.

Parcel2:

Together with a 50 foot wide private roadway and utility easement being more particularly described as follows: Outlot A of the above described Norman-D Acres and a tract described as follows: Beginning at the Northwest corner of the above described Outlet A; thence South 00 degrees 02 minutes 58 seconds East along the West line of said Outlot A, 50.00 feet to the Southwest corner of said Outlot A; thence North 89 degrees 14 minutes 35 seconds, west 533.09 feet; thence North 00 degrees 39 seconds West, 50.00 feet; thence South 89 degrees 14 minutes 35 seconds, East, 533.06 to the Point of Beginning.

Commonly known as: 1208 Norman D Acres, Troy, IL 62294 in the County of Madison

Parcel Number: 09-1-22-21-00-000-017.006



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 8-25-23 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 8-25-23

Property Address: 1208 NORMAN D Acres Rd N Troy

Signed: [Signature]
(Property Owners)

Dated: 7/24/2023

Accepted by: [Signature]
(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: *[Signature]*

Registered Agent

Date: June 17, 2024

Publication Charge: \$ 16.00

NOTICE OF PUBLIC HEARING

A Public Hearing will be held on Monday, July 1, 2024, 2024 at 6:21 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: Malinda Tannahill & Shaun Tannahill - 1208 Norman D Acres - Troy, IL 62294 (parcel no 09-1-22-21-00-000-017,006). At this time any proponents/ opponents to the terms of the Water Service and Pre-annexation Agreement will be heard. City Clerk - Kim Thomas

6/13C

END OF DOCUMENT