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**RETURN TO:**

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

**2019R14705**  
STATE OF ILLINOIS  
MADISON COUNTY  
05/14/2019 09:55 AM  
AMY M. MEYER, RECORDER  
REC FEE: 55.00  
CO STAMP FEE:  
ST STAMP FEE:  
FF FEE:  
RHSPS FEE:  
# OF PAGES: 28

**CITY OF TROY**

**ORDINANCE NO. 2019 - 02**

**AN ORDINANCE OF THE CITY OF TROY, ILLINOIS  
AMENDING ORDINANCE 2008-16 AND THE ANNEXATION AGREEMENT  
PERTAINING TO THE WINDSOR WAY DEVELOPMENT PROPERTY**

*55.00 city*

**ADOPTED BY THE  
CITY COUNCIL OF THE  
CITY OF TROY, ILLINOIS  
THIS 4<sup>th</sup> DAY OF MARCH 2019**

**Published in pamphlet form by the authority of the City Council of the City of Troy,  
Madison County, Illinois, this 4<sup>th</sup> day of March 2019.**

**MAPS & PLATS**

Survey Required  
For Recording

Initials *BH*

Date *5/10/19*

*ed*

**CITY OF TROY**

**ORDINANCE NO. 2019 - 62**

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**AN ORDINANCE OF THE CITY OF TROY, ILLINOIS  
AMENDING ORDINANCE 2008-16 AND THE ANNEXATION AGREEMENT  
PERTAINING TO THE WINDSOR WAY DEVELOPMENT PROPERTY**

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**WHEREAS**, on September 15, 2008, the City Council of the City of Troy, Madison County, Illinois, adopted Ordinance 2008-16 (See Attached Exhibit A); and

**WHEREAS**, Ordinance 2008-16 authorized the execution of an Annexation Agreement between the City of Troy, Madison County, Illinois, and the Developer(s) (Windsor Way, LLC, Villas of Windsor Way, LLC and Prime Development, Inc) for 18.90 acres which comprised the Windsor Way Development; and

**WHEREAS**, Section 3(a)(i) of said Annexation Agreement established and further required that the only permitted use allowed in the six (6) lots comprising the Commercial Parcel (the 7.26 PD-B zoning district) was/is a use which generates retail sales tax revenue; and

**WHEREAS**, more than ten (10) years have now since passed since the execution of said Annexation Agreement, and the six (6) lots comprising the Commercial Parcel at issue remain without use; and

**WHEREAS**, further, the Developer(s) are no longer developing said property; and

**WHEREAS**, the City Council of the City of Troy, Madison County, Illinois, finds that it is in the best interest of the City and its citizens, and further, in the best interest of the public health, safety and welfare of its citizens, to amend the Annexation Agreement adopted by Ordinance 2008-16 by removing the requirement that the six (6) lots comprising the Commercial Parcel generate retail sales tax revenue; and

**WHEREAS**, the requirement that the six (6) lots comprising the Commercial Parcel be zoned commercial, and all other provisions of said Annexation Agreement, shall remain unchanged and in full force.

**NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF  
THE CITY OF TROY, MADISON COUNTY, ILLINOIS, AS FOLLOWS:**

**Section 1.** That the City Council hereby determines that the preambles hereto are true and correct and are incorporated herein by reference as if fully set forth herein.

**Section 2.** That all other provisions of said Annexation Agreement shall remain unchanged and in full force and effect except as specifically amended by this Ordinance.

**Section 3.** If any section or provision of this Ordinance is declared invalid for any reason, such invalidity shall not affect or impair any of the remaining sections or provisions of this Ordinance which can be given effect without the invalid section or provision, and to this end, the sections and provisions of this Ordinance are declared to be severable.

**Section 4.** This Ordinance shall be effective upon its passage, signing and publication as required by law.

**PASSED** by the City Council of the City of Troy, Madison County, Illinois, approved by the Mayor, and deposited in the office of the City Clerk this 4<sup>th</sup> day of March 2019.

Those voting aye: Henderson, Italiano, Jackson,  
Turner, Levo, Partney

Those voting nay: \_\_\_\_\_

Those absent: Thompson, Zarzecki

APPROVED:

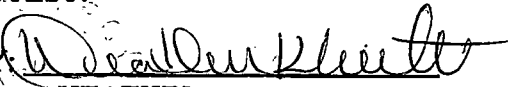
By:   
ALLEN P. ADOMITE, Mayor  
City of Troy, Illinois

Certificate:

I, Heather Klueter, Deputy Clerk in and for said City of Troy, in the State of Illinois, and keeper of the records and files thereof, as provided by statute do hereby certify the foregoing to be a true, perfect, and complete copy of an Ordinance adopted by the City Council of the City of Troy, Illinois, at its meeting held on March 4, 2019.

In testimony whereof, I have hereunto set my hand and affixed the seal of said City at my office in the City of Troy, in Madison County, this 4<sup>th</sup> day of March 2019.

ATTEST:

BY:   
HEATHER KLUETER, Deputy Clerk  
City of Troy, Illinois

(SEAL)

"EXHIBIT A"

Prepared by and Return to:

Tammy J. Mitchell,  
Clerk, City of Troy  
116 E. Market Street  
Troy, Illinois 62294

**CITY OF TROY  
ORDINANCE NO. 2008-16**

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN  
ANNEXATION AGREEMENT FOR THE ANNEXATION OF 18.90 ACRES,  
MORE OR LESS, OF REAL ESTATE OWNED BY WINDSOR WAY, LLC,  
VILLAS OF WINDSOR WAY, LLC AND PRIME DEVELOPMENT, INC.  
LOCATED IN THE COUNTY OF MADISON, STATE OF ILLINOIS**

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Adopted by the  
City Council of the  
City of Troy, Illinois

This 15 day of September, 2008

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*Published in pamphlet form by the authority of the City Council of the City  
of Troy, Madison County, Illinois, this 15 day of September, 2008*

**ATTACHMENT**

RR 12, Pg. 73

PETITION FOR ANNEXATION )  
OF TERRITORY KNOWN AS )  
THE DELAURENT PROPERTY )  
TO THE CITY OF TROY, ILLINOIS )      ORDINANCE NO. 2008-16

**AFFIDAVIT**

STATE OF ILLINOIS      )  
                                  ) ss.  
COUNTY OF MADISON    )

Affiant, STEPHEN R. WIGGINTON, being first duly sworn on his oath, states:

- 1. That he is the attorney of record for the City of Troy, Illinois.
- 2. That the territory sought to be annexed and fully described in Exhibits "A", "B"

and "C" lies within the Troy Fire Protection District.

- 3. That on September 2, 2008, Affiant sent notices in writing by certified mail to the

following fire department trustees:

Phil Hogue, 8160 Maple Grove Rd., Troy, IL 62294  
 Carl Strom, 7805 Lebanon Road, Troy, IL 62294  
 Terry Taake, 99 South Mary, Troy, IL 62294  
 Bud Klaustermeier, 112 Weston, Troy, IL 62294  
 William C. Brown, 78 Sugarmill Road, Troy, IL 62294

- 4. That on September 2, 2008, Affiant sent a notice in writing by certified mail to

the Jarvis Township Commissioner of Highways, Dale Grapperhaus, 7948 W. Kirsch Road,  
Troy, Illinois 62294.

- 5. That on September 2, 2008, Affiant sent notices in writing by certified mail to the

following members of the Troy Board of Township Trustees:

Township Supervisor Alan Dunstan, 515 Riggin Road, Troy, IL 62294  
 Jarvis Township Clerk Barbara Wright, 517 Coventry Road, Troy, IL 62294  
 Assessor Tamara Soland, 83 Sugar Mill Road, Troy, IL 62294  
 Pete Gebhart, 126 Stevens Drive, Troy, IL 62294  
 Wayne Brendel, 12 Normandy Acres, Troy, IL 62294

James Grapperhaus, 8004 W. Kirsch Road, Troy, IL 62294  
Robert Stonecipher, 510 Riggin Road, Troy, IL 62294

6. That on September 2, 2008, Affiant sent Notice of Annexation in writing by certified mail to the following library trustees:

Dennis Ashcraft, 2623 Staunton Road, Troy, IL 62294  
Pat Huck, 1519 Bauer Road, P.O. Box 126, Troy, IL 62294  
Katy Little, 304 Arrowhead Dr., Troy, IL 62294  
Leo Lindsay, 59 Twin Lakes Road, Troy, IL 62294  
Melanie Elson, 761 Sundance Trail, Troy, IL 62294  
Katie Buckingham, 345 Orchard Ct., Troy, IL 62294  
Mary Ann Pitchford, 333 Bass Dr., Troy, IL 62294

7. That on September 2, 2008, Affiant sent Notice of Annexation in writing by certified mail to the Tri-Township Library at 209 S. Main, Troy, IL 62294.

8. That on September 2, 2008, Affiant sent Notice of Annexation in writing by certified mail to the Troy Postal Service at 515 Edwardsville Road, Troy, IL 62294.

9. That on September 2, 2008, Affiant sent Notice of Annexation in writing by certified mail to Ameren Services Company; Attn. Tax Compliance, P.O. Box 66149, MC 212 St. Louis, MO 63166

10. That receipts were returned to Affiant showing delivery of notices to Tri-Township Library, Terry Taake, Leo Lindsay, Pat Huck, William Brown, Pete Gebhart, Mary Ann Pitchfor, Katie Buckingham and Dale Grapperhaus on September 4, 2008.

11. That receipts were returned to Affiant showing delivery of notices to James Grapperhaus, Ameren Services, Co., Phil Hogue, Barbara Wright, Troy Postal Service, Robert Stonecipher, Bud Klaustermeier and Katie Little on September 5, 2008.

12. That a receipt was returned to Affiant showing delivery of notice to Dennis Ashcraft on September 6, 2008.

13. That a receipt was returned to Affiant showing delivery of notice to Melanie Elson on September 8, 2008.

14. That a receipt was returned to Affiant showing delivery of notice to Alan Dunstan on September 9, 2008.

15. That a receipt was returned to Affiant showing delivery of notice to Carl Strom on September 11, 2008.

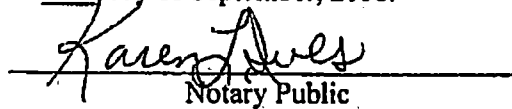
16. That a receipt was returned to Affiant showing delivery of notice to Wayne Brendel on September 12, 2008.

17. That a receipt was returned to Affiant showing delivery of notice to Tamara Soland on September 15, 2008

18. Further Affiant sayeth naught.

  
Stephen R. Wigginton

Subscribed and sworn to before me this 30<sup>th</sup> day of September, 2008.

  
Karen L. Ives  
Notary Public



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*The Space above this line is for Recorder's Use Only*

**ORDINANCE NO. 2008- 16**

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT FOR THE ANNEXATION OF 18.90 ACRES, MORE OR LESS, OF REAL ESTATE OWNED BY WINDSOR WAY, LLC, VILLAS OF WINDSOR WAY, LLC AND PRIME DEVELOPMENT, INC. LOCATED IN THE COUNTY OF MADISON, STATE OF ILLINOIS**

**WHEREAS**, at least two-thirds (2/3) of the corporate authorities holding office believe it is in the best interest of the City of Troy, Madison County, Illinois, to enter into a certain Annexation Agreement pertaining to property consisting of approximately 18.90 acres more or less as described in the Annexation Agreement attached as Exhibit A and commonly known as the Windsor Way Development Property; and

**WHEREAS**, an Annexation Agreement has been drafted, a copy of which Agreement, is attached hereto and incorporated herein as Exhibit A; and

**WHEREAS**, the Petitioners as described in the Annexation Agreement and/or the legal owners of record of the territory which is the subject of said Agreement are ready, willing, and able to enter said Agreement and to perform the obligations as required thereunder; and

**WHEREAS**, the City did, on the 15 day of September, 2008 hold and conduct a public hearing pursuant to notice and statute to discuss the Annexation Agreement; and

**WHEREAS**, all other statutory procedures provided in Division 15.1 of Article II of the Illinois Municipal Code, as amended, for the execution of said Agreement have been fully complied with.

**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:** The recitals set forth above are true and accurate and incorporated herein by reference.

**SECTION 2:** That the City hereby adopts and enters into the Annexation Agreement and the Mayor be and he is hereby authorized and directed to execute, and the



City Clerk is directed to attest the Annexation Agreement attached hereto dated the 15 day of September, 2008, (a copy of which is attached hereto and made a part hereof as Exhibit A).


**SECTION 3:** 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 and approved by the Mayor this 15 day of September, 2008.

CITY OF TROY, MADISON COUNTY, ILLINOIS

  
Thomas Caraker, Sr., Mayor

ATTEST:

  
Tammy Mitchell, City Clerk

AYES

Adomite, Brannon, Davis, Evans, Hendrickson, Italiano, Lanahan, Metcalf

NAYS  
0

ABSENT  
0

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*The Space above this line is for Recorder's Use Only*

**ANNEXATION AGREEMENT**

THIS ANNEXATION AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of September, 2008, by and among WINDSOR WAY, LLC and PRIME DEVELOPMENT, INC., collectively hereinafter referred to as "Owner"; WINDSOR WAY, LLC and VILLAS OF WINDSOR WAY, LLC, collectively "Developer," and the CITY OF TROY (the "City") a municipal corporation organized and existing under and by virtue of the laws of the State of Illinois by and through its Mayor and City Council (collectively, "Corporate Authorities").

**RECITALS**

- A. Owner is the owner of record of certain parcels of real property situated in Madison County, Illinois, some of which are located within the corporate boundaries of the City and some of which are adjacent to the City and are more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Development Parcel").
- B. The Development Parcel consists of approximately 28.91 acres located on the South Side of Highway 162 near the Intersection of Interstate 55/70 and adjoins, abuts, and is contiguous to the corporate limits of the City.
- C. Certain territory of the Development Parcel consisting of 18.90 acres is located outside the corporate boundaries has not been annexed to any municipality and are currently situated within unincorporated Madison County, Illinois.
- D. The Development Parcel contains certain territory that is contiguous to and may be annexed to the City, as provided under Section 7-1-1, *et seq.*, of the Illinois Municipal Code, 65 ILCS 5/7-1-1, *et seq.*
- E. Owner desires to have the Development Parcel annexed to the City, on the terms and conditions provided herein and to qualify for such benefits or services as such annexation may so entitle it. Developer desires to develop and construct improvements including buildings and public improvements in accordance with the terms of this Agreement and the final Development Plan approved by the Corporate Authorities of the City.

F. The Corporate Authorities, after due and careful consideration, have concluded that the annexation of the Development Parcel to the City would further the orderly growth of the City, enable the City to control the development of the Development Parcel, and serve the best interests of the City.

G. Pursuant to the provisions of 65 ILCS 5/11-15.1-1, *et seq.*, a proposed Annexation Agreement, in substance and form the same as this Agreement, was submitted to the Corporate Authorities and a public hearing was held thereon pursuant to notice, all as provided by statute and the ordinances of the City.

H. Any fire protection district, library district, and other entity or person entitled to notice prior to annexation of the Development Parcel to the City has been given notice thereof by the City as required by law.

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants and agreements herein contained, and in compliance with ordinances, codes, and regulations of the City in effect as of the date of this Agreement, or as may hereinafter be enacted, subsequently, the Parties hereto hereby agree as follows:

1. **Statutory Authority.** The Parties hereto enter into this Agreement pursuant to and in accordance with the provisions of 65 ILCS 5/11-15.1-1, *et seq.*

2. **Annexation.**

(a) Concurrent with this Agreement, Developer has filed with the City Clerk a Petition for Annexation of the Development Parcel to the City signed by the Owner, conditioned on the terms and provisions of this Agreement, which petition has been prepared, executed, and filed in accordance with 65 ILCS 5/7-1-8, and the ordinances and other requirements of the City. A copy of said Petition is attached hereto and made a part hereof as Exhibit "B."

(b) Developer has filed with the City Clerk a Plat of Annexation, which contains an accurate map of the Development Parcel and all of its phases, which is attached hereto and made a part hereof as Exhibit "C" ("Annexation Plat").

(c) Developer has also filed with the City Clerk a Zoning Plat illustrating the zoning districts Developer is seeking as a condition of annexation. A copy of said Zoning Plat is attached hereto and made a part hereof as Exhibit "D" ("Zoning Plat").

(d) Subject to the terms of this Agreement, the Corporate Authorities shall hereinafter enact an ordinance annexing the Development Parcel to the City ("Annexation Ordinance"), which ordinance shall attach the Annexation Plat and the Zoning Plat.

3. **Rezoning.** Upon the Effective Date of the Annexation Ordinance as set forth herein, the City shall do the following:

(a) The City shall adopt an ordinance zoning and classifying the Development Parcel as follows: (i) "Planned Development-Business (PD-B)" for 7.26 acres ("the Commercial Parcel"); and (ii) "Planned Development-Residential" (PD-R)", for 21.65 acres ("the Residential Parcel") as set forth more particularly in the Zoning Plat. The Parties acknowledge that prior to the date and execution of this Agreement, such public hearings as are necessary to enable the City lawfully to grant said zoning classification as to the Development Parcel will have been conducted upon proper notice.

(b) The Annexation Ordinance shall specifically state that the 7.26 acres zoned Planned Development-Business ("PD-B") of the Development Parcel shall be subject to the following use restriction:

(i) Subject to the provisions set forth herein, the only permitted use allowed in the six lots comprising the Commercial Parcel (the 7.26 acre PD-B zoning district) is a use which generates retail sales tax revenues. This requirement shall be satisfied if the end user of the lots, whether by sale, lease or other arrangement, is obligated to apply for and pay retail sales tax under the Retailer's Occupation Tax Act, 35 ILCS 120/1, *et seq.* ("Act"), as amended from time to time. Developer shall, however, have the right to use one of the lots for a hotel/motel; one lot for a professional services/office building and two contiguous lots for a bank.

(c) Developer agrees that the depth of the property zoned PD-B shall have a minimum depth of 300 feet from the right of way line on Highway 162 except Lot No. C-6, the westernmost lot, which shall have a depth of 200 feet.

(d) Developer shall comply with all recommendations, requirements and orders of the Illinois Department of Transportation relating to ingress and egress to the Development Parcel and shall provide written proof of compliance to the City.

(e) Except as provided herein, all changes in land use or related activity on the Development Parcel shall be subject to the applicable ordinances and laws authorizing or regulating such change or activity.

4. **Developer Improvement Obligations.**

(a) All improvements and right-of-way or fee simple dedication contemplated by this Agreement or as shown on any final plat for each phase, if phased, shall be dedicated to the City or other appropriate utility entity in the form and as reasonably required by the City Attorney.

(b) Nothing contained in this Agreement shall affect the Developer's right to mortgage, encumber, or convey the Development Parcel as a whole or each phase separately to one or several third parties, subject to 65 ILCS 5/11-15.1-4.

(c) The Developer contemplates developing a villa community on a portion of the Development Parcel to be known as "The Villas at Windsor Way" (the "Development"), as set forth on the plan dated September 8, 2008 prepared by BLOTEVOGEL ASSOCIATES, a copy of which is attached hereto as Exhibit E and incorporated herein by reference (the "Plan"). The City acknowledges that the Developer plans to develop the Property with two- and three - unit villas per lot as set forth on the Plan attached hereto as Exhibit E and recognizes that it would be in the best interest of the City and the Developer to allow the Developer to re-subdivide certain lot for villas in order to create "zero lot lines". This will promote and facilitate home ownership of such lots. Lots identified on the Plan as Villa Lots may be re-subdivided with the written approval of the Building Code Official of the City without further approval by the Planning Commission of the City or the City Council. The City buffer restrictions and setback requirements with respect to adjacent properties and between different zoning districts shall apply.

(d) Upon approval of the improvement plans and construction plans by the City, a site-grading permit will be issued by the City, subject to the required permits being in place for such grading work and provided that Developer complies with all erosion control ordinances, regulations and laws.

(e) While the public improvements are under construction, a building permit for one 2-unit Villa and one 3-unit Villa shall be issued by the City for construction of display units, subject to the condition that the units may not be sold or occupied until an occupancy permit has been issued and all public improvements have been completed.

(f) Developer shall pay the City for all costs and expenses associated with the City's lift station improvement project at the Country Village Estates Lift Station as set forth in the Engineer's Opinion of Probable Construction Cost prepared by Thouvenot, Wade and Moerchen, Inc. , dated June 11, 2008, and attached hereto and incorporated herein as Exhibit F. The parties recognize that the estimated cost of the lift station improvement project is \$150,500.00. The actual cost could be less than or greater than the estimated cost and the Developer shall be responsible for the actual costs and expenses incurred by the City in completing the project.

5. **Development; Dedication of Improvements.** The Developer shall construct and dedicate to the City the roadways, easements, public improvements, water lines, sanitary sewers, and storm sewers as may be consistent with law and accepted by the City in conjunction with development approvals, provided such requirements bear a rational relationship to development.

6. **Water Supply/Sanitary Sewer.**

(a) The City agrees to allow the Developer to connect to the City water system which will supply fresh, potable water to the edge of Development Parcel in quantities and pressure sufficient in all respects to serve the needs of the Development

Parcel and the persons therein by a water main. Water and sewer tap on fees shall be those in affect at the time that the Agreement is approved by ordinance and as amended from time to time.

7. **Dedication of Improvements.**

(a) The Developer shall dedicate to the City, the roadways, the public improvements, the water lines, sanitary sewers, and the storm sewers by recording with the Madison County, Illinois Recorder, in a form acceptable to the City Attorney, the appropriate subdivision plat, which dedicates the public improvements as provided herein. Nothing herein shall require the City to accept such improvements for maintenance or liability that are not in satisfaction of the City's specifications or that have not been inspected by the City and found to be in acceptable condition.

(b) The Developer shall grant to the City nonexclusive utility easements ("Utility Easements") for maintenance and repair of the aforesaid utilities to be constructed on the Development Parcel and dedicated to the City as shown on the Final Plat.

8. **Compliance with City Ordinances/Development Fees.**

(a) All codes, ordinances, rules and regulations of the City in effect as of the date hereof which relate to building, housing, plumbing, electrical and related restrictions affecting the subdivision and development of the Development Parcel shall continue in effect, insofar as they relate to the development of the Development Parcel, during the entire Term of this Agreement, except as otherwise provided herein and except to the extent that said codes, ordinances, rules and regulations are amended on a general basis so as to be applicable to all similarly zoned property within the City.

(b) Developer shall pay all development fees including but not limited to green space fees, plat review fees, completion and maintenance security for dedicated public improvements and normal and customary building permits, relative to development of the Development Parcel as set forth in the Revised Code of Ordinances of the City of Troy, as amended from time to time.

(c) Developer shall provide two dedicated perpetual easements from the Annexation Property to the adjacent railroad right of way to allow pedestrian and bike traffic to the proposed rails-to-trails project. Developer shall be responsible for constructing the necessary improvements to connect the Development Parcel to the proposed rails-to-trails project using an asphalt or concrete pavement.

9. **Miscellaneous.**

(a) Notwithstanding any other provision contained herein to the contrary, with respect to the Development Parcel, this Agreement shall be effective for a term of twenty (20) years from the date hereof, provided that any continuing obligations

to the City shall survive any termination or expiration to the extent consistent with 65 ILCS 5/11-15.1-1.

(b) This Agreement shall bind the heirs, successors, and assigns of the Owner, Developer, the City, the Corporate Authorities, and their successors in office. This Agreement shall inure to the benefit of the Parties hereof, their successors, and assigns. This Agreement and the obligations of Developer hereunder shall be a covenant that shall run with the land, shall be a provision of any sale or other contract for transfer of interest in the Development Parcel, and may be recorded.

(c) Nothing herein shall in any way prevent the alienation, encumbrance, or sale of the Development Parcel or any portion thereof, and the new owner or owners shall be both benefited and bound by the conditions and restrictions herein expressed.

(d) Within thirty (30) days after the passage, approval and adoption of an ordinance of annexation by the City the text of this Agreement (or a suitable memorandum hereof) shall be recorded at the sole cost and expense of the City in the Office of the Recorder of Madison County, Illinois.

(e) It is further agreed that any party to this Agreement, either in law or in equity, by suit, action, mandamus, or other proceeding may enforce or compel the performance of this Agreement, or have other such relief for the breach thereof as may be authorized by law or that by law or in equity is available to them.

(f) It is understood by the Parties hereto that time is of the essence. It is further understood that upon the occurrence of a default of any of the provisions of this Agreement, which default continues for ten (10) days after a notice specifying such default is given the defaulting party, the injured party hereto may in law or in equity, by suit, action, mandamus, or other proceeding, including specific performance, enforce or compel the performance of this Agreement by such defaulting party.

(g) The undersigned persons, whether signing individually, on behalf of a municipal corporation, or by an attorney-in-fact warrant themselves: (i) to be of lawful age, (ii) to be legally competent to execute this Agreement, (iii) to be fully authorized to execute this Agreement on behalf of themselves or the municipal corporation or other entity indicated below, and (iv) to have signed this Agreement on their own behalf or on behalf of such municipal corporation or other entity as their own free acts and deeds and/or the free acts and deeds of such municipal corporation or other entity after opportunity to consult with legal counsel.

(h) In the event any portion of this Agreement or part thereof shall be deemed invalid, such invalidity of said provision or part thereof shall not affect the validity of any other provision hereof.

(i) Unless stated otherwise herein, any notice required or permitted under this Agreement shall be in writing and shall be deemed given when mailed by

registered or certified mail, return receipt requested, to the respective parties at their addresses listed below:

If to the City: City of Troy, Illinois  
115 East Market.  
Troy, IL 62294  
Attention: Mayor

with a copy to: Mr. Stephen R. Wigginton, Esq.  
Weilmuenster & Wigginton, PC  
3201 W. Main St.  
Belleville, IL 62226

If to the Developer: David DeLaurent, Manager  
Windsor Way, LLC  
795 Eagerville Road  
Gillespie, IL 62033

with a copy to: Paul H. Lauber  
#3 B Club Centre Court  
Edwardsville, Illinois 62025

If to the Owner: David DeLaurent  
795 Eagerville Road  
Gillespie, IL 62033

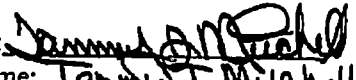


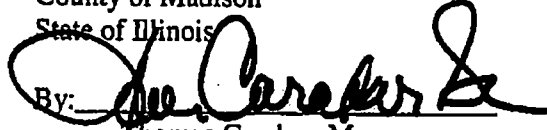
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

CITY:

CITY OF TROY  
A Municipal Corporation,  
County of Madison  
State of Illinois

ATTEST:

By:   
Name: James J. Mitchell  
Title: City Clerk

By:   
Thomas Caraker, Mayor

DEVELOPER:

VILLAS OF WINDSOR WAY, LLC

By: \_\_\_\_\_  
Signature

\_\_\_\_\_ Date signed

\_\_\_\_\_ Name printed

\_\_\_\_\_ Title

WINDSOR WAY, LLC, OWNER and DEVELOPER

By: \_\_\_\_\_  
Signature

\_\_\_\_\_ Date signed

\_\_\_\_\_ Name printed

\_\_\_\_\_ Title

OWNER:  
PRIME DEVELOPMENT, INC.

By: \_\_\_\_\_  
Signature

\_\_\_\_\_ Date signed

\_\_\_\_\_ Name printed

\_\_\_\_\_ Title

RECEIVED

AUG 18 2008

T:\Clients\Windsor Way\Annocation Agreement, revised 03 Aug 14 pbl.doc

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

CITY:

CITY OF TROY  
A Municipal Corporation,  
County of Madison  
State of Illinois

ATTEST.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: City Clerk

By: \_\_\_\_\_  
Thomas Caraker, Mayor

DEVELOPER:

VILLAS OF WINDSOR WAY, LLC

By: David A. DeLaurent  
Signature

8-18-08  
Date signed

DAVID A. DELAURENT  
Name printed

MANAGER  
Title

WINDSOR WAY, LLC, OWNER and DEVELOPER

By: David A. DeLaurent  
Signature

8-18-08  
Date signed

DAVID A. DELAURENT  
Name printed

MANAGER  
Title

OWNER:  
PRIME DEVELOPMENT, INC.

By: Steve Gardner  
Signature

8-18-08  
Date signed

STEVE GARDNER  
Name printed

Secretary  
Title

**EXHIBITS**

- A. Legal Description of Development Parcel
- B. Petition for Annexation
- C. Annexation Plat
- D. Zoning Plat
- E. Development Plan
- F. Engineer's Opinion of Probable Construction Cost-Lift Station Improvement Project

**EXHIBIT "A"**

**DEVELOPMENT PARCEL LEGAL DESCRIPTION**

**EXHIBIT "A"**  
**DEVELOPMENT PARCEL**

Part of the Southeast Quarter of Fractional Section 6, Township 3 North, Range 7 West of the Third Principal Meridian, Madison County, Illinois being more particularly described as follows:

Beginning at a point where the North and South centerline of Section 6 intersects the Southerly line of By-Pass U.S. Route 40 (Illinois Route 162); Thence South 00 Degrees 50 Minutes 14 Seconds West, along the North and South centerline of Section 6, a distance of 1443.78 feet to a point on the North line of a tract of land conveyed by deed dated February 1, 1908 and recorded in the Recorder's Office of Madison County, Illinois in Book 340, Page 90; Thence North 89 Degrees 48 Minutes 20 Seconds East, along North line of the last stated tract, a distance of 604.89 feet to the Northeast corner of said last stated tract; Thence South 00 Degrees 11 Minutes 40 Seconds East, a distance of 10.00 feet to the Southeast corner of said last stated tract, said point being on the South line of Section 6; Thence North 89 Degrees 48 Minutes 20 Seconds East, along the South line of Section 6, a distance of 808.54 feet to the North and South centerline of the Southeast Quarter of Section 6; Thence North 00 Degrees 09 Minutes 47 Seconds West, along the North and South centerline of the Southeast Quarter of Section 6, a distance of 239.17 feet to the Southeast corner of a tract of land conveyed to Yiu Kai Chila and Yee Hing as recorded in Deed Book 3782, Page 1200 in said Recorder's Office; Thence South 89 Degrees 29 Minutes 08 Seconds West, along the South line of the last stated tract, a distance of 407.07 feet to an iron pin at the Southwest corner of said last stated tract; Thence North 00 Degrees 08 Minutes 16 Seconds West, along the West line of said Last stated tract, a distance of 652.85 feet to a point on said Southerly line of By-Pass U.S. Route 40 (Illinois Route 162); Thence North 60 Degrees 18 Minutes 42 Seconds West, along said Southerly line of By-Pass U.S. Route 40 (Illinois Route 162), a distance of 1131.60 feet to the point of beginning, containing 28.91 acres, more or less.

## **ANNEX "1"**

**(PREPARED FROM RECORD SOURCES)**

**A part of the Southeast Quarter of Section 6, Township 3 North, Range 7 West of the Third Principal Meridian, Madison County, Illinois, being more particularly described as follows:**

**Beginning at the intersection of the North and South centerline of said Section 6 with the Southwest right-of-way of Illinois Route 162 (formerly By-Pass U.S. Route 40) (75 feet wide); thence South, along said centerline, a distance of 1426.3 feet, more or less, to a point 10 feet North of the Southwest corner of the Southeast Quarter of said Section 6; thence Easterly, along said line being 10 feet North of, and parallel to the South line of said Section, a distance of 604.9 feet; thence South, a distance of 10 feet to the South line of said Section 6; thence Easterly, along the South line of said Section, a distance of 58.5 feet, more or less, said point being 750 feet West of the Southeast corner of the West Half of said Southeast Quarter; thence Northerly, along a line parallel to the East line of the West Half of said Southeast Quarter, a distance of 1200 feet to the Northerly right-of-way line of said Illinois Route 162; thence Northwesterly, along the Northerly right-of-way line, to the North and South centerline of said Section 6; thence South, along said centerline, to the Point of Beginning, containing 18.90 Acres, more or less.**

**EXHIBIT "B"**

**PETITION FOR ANNEXATION**

**TO THE MAYOR AND CITY COUNCIL OF THE CITY OF TROY, MADISON COUNTY,  
ILLINOIS**

The undersigned hereby respectfully petition to annex to the City of Troy, Madison County, Illinois, the territory described as follows:

*See attached Annex "1," which is incorporated by reference herein as if fully set forth.*

and states as follows:

1. The territory hereinbefore described is not within the corporate limits of any municipality.
2. The territory hereinbefore described is contiguous to the City of Troy, Madison County, Illinois.
3. There are no electors residing on the territory hereinbefore described.
4. The undersigned is the developer of all land within the territory hereinbefore described, and they have also executed this Petition.
5. This Petition is conditioned on the provisions of a certain Annexation Agreement ("Agreement") between the City of Troy by and through its Mayor and City Council and the undersigned Petitioner.

WHEREFORE, Petitioner respectfully requests that the corporate authorities of the City of Troy, Madison County, Illinois, annex the territory hereinbefore described to said City in accordance with the provisions of this Petition and in accordance with the law in such case made and provided.

**[Balance of Page Intentionally Left Blank, Proceed to Signature Page]**

WINDSOR WAY, LLC,

By: *[Signature]*  
Signature

9-3-08  
Date signed

DAVID A. DELAURENT  
Name printed

manager  
Title

VILLAS OF WINDSOR WAY I.LC

By: *[Signature]*  
Signature

9-3-08  
Date signed

DAVID A. DELAURENT  
Name printed

manager  
Title

PRIME DEVELOPMENT, INC.

By: *[Signature]*  
Signature

9-4-08  
Date signed

STEVE GARDNER  
Name printed

Secretary  
Title



**EXHIBIT "C"**  
**ANNEXATION PLAT**

**EXHIBIT "D"**

**ZONING PLAT**



2008R53662

STATE OF ILLINOIS  
MADISON COUNTY  
FILED FOR RECORD  
THE RECORDERS OFFICE

11/24/2008 10:09AM

DANIEL R. DONOHOO  
RECORDER

REC FEE: 49.00  
PAGES: 31

49.00 ck 2472

**END OF DOCUMENT**