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RETURN TO:

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

2025R26541
STATE OF ILLINOIS
MADISON COUNTY
09/23/2025 10:10 AM
LINDA A. ANDREAS
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REC FEE: 50.00
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CITY OF TROY

ORDINANCE 2025 – 37

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A WATER
SERVICE AND PRE-ANNEXATION AGREEMENT
(113 A Dale Avenue, Collinsville)**

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF TROY, ILLINOIS
THIS 15th DAY OF SEPTEMBER, 2025**

ORDINANCE NO. 2025-37

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 Michael & Erin Stacey (WILSON HEIGHTS LOT PT 8&9; PPID 09-2-22-18-01-101-027, and commonly known as 113 A Dale Avenue, Collinsville, 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 15th day of September 2025, 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 15th day of September, 2025.

Aldermen:	Dan Dawson	<input checked="" type="checkbox"/>	Sam Italiano	<input checked="" type="checkbox"/>	Ayes: <u>7</u>
	Tim Flint	<input checked="" type="checkbox"/>	Debbie Knoll	<input checked="" type="checkbox"/>	
	Elizabeth Hellrung	<u>ABSENT</u>	Heather Stirling	<input checked="" type="checkbox"/>	Nays: <u>0</u>
	Nathan Henderson	<input checked="" type="checkbox"/>	Troy Turner	<input checked="" type="checkbox"/>	



APPROVED:

By: David Nonn
DAVID NONN, Mayor
City of Troy, Illinois

ATTEST:

By: Kimberly Thomas
KIMBERLY THOMAS, Clerk
City of Troy, Illinois

CITY OF TROY, ILLINOIS

AGREEMENT FOR WATER SERVICE AND PRE-ANNEXATION

Property Address: 113A Dale Ave, Collinsville, IL 62234

Resident: Michael Stacey

Resident: Erin Stacey

Phone Number: 417-350-2027

Phone Number: 618-409-3746

Email: Mike-William-99@hotmail.com

Email: erin@fantasybooksinc.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 15TH day of SEPTEMBER, 2025, 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 15TH day of SEPTEMBER, 2025, 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.

Michael Stacey
Owner Signature

Michael Stacey
Printed Name

7/15/25
Date Signed

Erin Stacey
Owner Signature

Erin Stacey
Printed Name

7-15-2025
Date Signed

DATED this 15TH day of SEPTEMBER, 2025.

CITY OF TROY, ILLINOIS:

David M. ...
Mayor, City of Troy

Kimberly Thomas
City Clerk, City of Troy



SPECIAL WARRANTY DEED

Prepared without opinion by:
Neil R. Sherman
Schneiderman & Sherman, P.C.
23938 Research Drive, Suite 300
Farmington Hills, MI 48335

Mail Tax Bill To:

Michael Stacey
113a Dale Avenue, Collinsville, IL 62234

Mail Recorded Deed To:

One Stop Real Estate Services
23938 Research Drive, Suite 200
Farmington Hills, Michigan 48335

Reference No.: C230C8Y/1732081665

THE GRANTOR, Fannie Mae a/k/a Federal National Mortgage Association whose address is: 5600 Granite Parkway, Plano, TX 75024, a corporation organized and existing under the laws of the United States of America, for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, in hand paid, GRANTS, CONVEYS AND SELLS to the GRANTEE(S) **Michael Stacey and Erin Stacey**, whose address is: 300 Anthony Drive, Apt. B, Maryville, IL 62062 all interest in the following described real estate situated in the County of Madison, and State of Illinois, described as:

SEE ATTACHED LEGAL DESCRIPTION

Permanent Index Number: 09-2-22-18-01-101-027
Property Address: 113a Dale Avenue, Collinsville, IL 62234

GRANTOR, for itself and its successors and assigns, hereby covenants and represents that it has not done, or suffered to be done, anything whereby the premises hereby conveyed is, or may be, in any manner encumbered or charged, except as recited herein, and that it will warrant and defend the premises against all persons lawfully claiming by, through or under grantor, subject to: general real estate taxes not yet due or payable, any special assessments not yet due or payable; building, building line and use or occupancy restrictions, conditions and covenants of record; zoning laws and ordinances, easements for public utilities; drainage ditches, feeders and drain tile, pipe or other conduit and all other matters of record affecting the property.

LEGAL DESCRIPTION

Situated in the County of Madison, State of Illinois, to wit:

Parcel 1: A part of Lot 8 and Lot 9 in Block 1 of Wilson Heights, a subdivision of part of the Northwest Quarter of Section 18, Township 3 North, Range 7 West of the Third Principal Meridian and part of the Northeast Quarter of Section 13, and part of the Southeast Quarter of the Southeast Quarter Section 12, Township 3 North, Range 8 West of the Third Principal Meridian; reference being made to the plat thereof recorded in Plat Book 14 Page 60 in the Recorder's Office of Madison County, Illinois, said part of Lot 8 and Lot 9 in Block 1 of said subdivision being a tract of land 112.5 feet in width by approximately 228.4 feet in length in the Southeasterly corner of said Lot 8 and in the Northeasterly corner of Lot 9 more particularly described as follows:

Beginning at a point on the East line of said Lot 8 Block 1, 75.0 feet Northerly of the Southeasterly corner of said Lot 8; thence Southerly along the East line of said Lot 8 and the East line of Lot 9 a distance of 112.5 feet to a point on said East line of 37.5 feet Southerly of the Northeast corner of said Lot 9; thence Westerly along a line 37.5 feet Southerly of and parallel with the North line of said Lot 9 a distance of 228.3 feet more or less to a point on the line 200 feet Easterly of and parallel with the West lines of said Lot 8 and 9; thence Northerly along a line 200.0 feet Easterly of and parallel with the West lines of said Lot 8 and 9 a distance of 112.5 feet; thence Easterly along a line 75.0 feet Northerly of and parallel with the South line of said Lot 8 a distance of 228.6 feet more or less to the point of beginning in Madison County, Illinois.

Parcel 2: An easement for ingress and egress over the following described property which easement was first created and reserved to grantor in easement document recorded November 29, 1979 in Book 3151 Page 1536; a strip of land being the South 15 feet of the South 75 feet of the West 200 feet of Lot 8 in Block 1 in Wilson heights, a subdivision in Madison County, Illinois according to the plat thereof recorded.

Except coal, gas and other mineral rights conveyed, excepted or reserved in prior conveyance.

Situated in the County of Madison, State of Illinois.

Permanent Index Number: 09-2-22-18-01-101-027

Property Address: 113a Dale Avenue, Collinsville, IL 62234

CERTIFICATION OF PUBLICATION

State of Illinois)
County of Madison)

THIS IS TO CERTIFY, that the notice which is published copy if hereto annexed, was published 1 times, once in each week of for successive weeks in the TIMES-TRIBUNE, a newspaper of general circulation, published in the City of Troy, in said County and State, by Better Newspapers, Inc. and that the first insertion was made in the paper on the 28 day of August 2025 A.D., and said the newspaper was regularly published once a week.

Printer's Fee - \$ 15.20

TIMES-TRIBUNE

By: [Signature]
Troy, IL 8/28 2025 A.D.

NOTICE OF PUBLIC HEARING
A Public Hearing will be held on Monday, September 15, 2025, at 6:20 p.m. (or immediately following the previous meeting) at Troy City Hall, 116 E. Market Street, Troy, IL, to hear the petition for Water Service and Pre-Annexation submitted by: Michael Stacey & Erin Stacey - 113 A Dale Avenue - Collinsville, IL 62234 (parcel no 09-2-22-18-01-101-027): At this time, any proponents/opponents to the terms of the Water Service and Pre-annexation Agreement will be heard. City Clerk - Kim Thomas
8/28