



DocId:9012951

Tx:4678070

RETURN TO:

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

2026R02188
STATE OF ILLINOIS
MADISON COUNTY
01/23/2026 09:26 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

CTY 505

ORDINANCE 2026 – 03

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A WATER
SERVICE AND PRE-ANNEXATION AGREEMENT
(8 Longshot Drive)**

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF TROY, ILLINOIS
THIS 20th DAY OF JANUARY, 2026**

ORDINANCE NO. 2026-03

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 Steven L. Miller – PT S1/2 SE; PPID 09-1-22-17-00-000-012.002, and commonly known as 8 Longshot Drive, 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 20th day of January 2026, 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 20th day of January, 2026.

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	<u>ABSENT</u>	Nays: <u>0</u>
	Elizabeth Hellrung	<input checked="" type="checkbox"/>	Heather Stirling	<input checked="" type="checkbox"/>	
	Nathan Henderson	<input checked="" type="checkbox"/>	Troy Turner	<input checked="" type="checkbox"/>	



APPROVED:

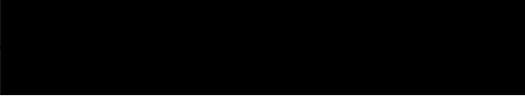
By: *David Nonn*
DAVID NONN, Mayor
City of Troy, Illinois

ATTEST:

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

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

Property Address: 8 Longshot Drive

Resident: Steven Miller Resident: _____
Phone Number:  Phone Number: _____
Email: _____ 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 20TH day of JANUARY, 2026, 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 20TH day of JANUARY, 2026, 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.

Steven Miller
Owner Signature

Steven Miller
Printed Name

10/22/2025
Date Signed

Owner Signature

Printed Name

Date Signed

DATED this 20TH day of JANUARY, 2026.

CITY OF TROY, ILLINOIS:

David Mean
Mayor, City of Troy

Lindsey Roman
City Clerk, City of Troy





DocId:8919415

Tx:4621674

This Document Prepared By:
JOSEPH C. MCWARD
FRA Trust
805 W Highway 50
O'Fallon, Illinois 62269
(618) 632-8558
After Recording, Return and
Mail Tax Statements To:
Steven L. Miller, as Trustee
8 Longshot Drive
Troy, IL 62294

2024R12196
STATE OF ILLINOIS
MADISON COUNTY
05/10/2024 02:39 PM
LINDA A. ANDREAS
CLERK & RECORDER
REC FEE: 52.00
CO STAMP FEE:
ST STAMP FEE:
RHSPS FEE: 18.00
OF PAGES: 4

SPACE ABOVE THIS LINE FOR RECORDER'S USE

QUITCLAIM DEED

70.00
Cash

The Grantor,

STEVEN MILLER, a married man,

Whose mailing address is 8 Longshot Drive, Troy, IL 62294;

FOR GOOD AND VALUABLE CONSIDERATION, in hand paid, conveys and quitclaims to:

STEVEN L. MILLER, as Trustee of THE STEVEN L. MILLER FAMILY TRUST, U/A dated
April 24, 2024, the GRANTEE,

Whose mailing address is 8 Longshot Drive, Troy, IL 62294;

And to Grantee's successors and assigns, all of the following described real estate situated in the County of
Madison, State of IL, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Permanent Index Number: 09-1-22-17-00-000-012.002

Site Address: 8 Longshot Drive, Troy, IL.

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the
State of Illinois; however, SUBJECT TO any Restrictions, Conditions, Covenants, Rights, Rights of Way, and
Easements now of record; to have and to hold said premises forever.

The then-acting Trustee has the power and authority to encumber or otherwise to manage and dispose of the
hereinabove described real property; including, but not limited to, the power to convey.

April 24, 2024

Steven Miller
STEVEN MILLER
Grantor

SS

The foregoing transfer of title/conveyance is hereby accepted by STEVEN L. MILLER, of 8 Longshot Drive, Troy, IL 62294, as Trustee under the provisions of THE STEVEN L. MILLER FAMILY TRUST.

Steven L. Miller
STEVEN L. MILLER,
Trustee, as aforesaid

STATE OF ILLINOIS

)
) ss.

COUNTY OF ST. CLAIR

)

The foregoing instrument was acknowledged before me on this April 24, 2024, by STEVEN MILLER.



Melissa R. McGrath
NOTARY PUBLIC

"Exempt under Paragraph (e), Section 31-45;
Illinois Real Estate Transfer Tax Act"
4/24/2024 Melissa R. McGrath
Date Buyer, Seller or Representative

EXHIBIT A

A tract of land in the Southeast Quarter of Section 17, Township 3 North, Range 7 West of the Third Principal Meridian, Madison County, Illinois being more particularly described as follows: Commencing at an iron rod at the Southeast corner of the Southeast Quarter of Section 17; thence North 0 degrees 48 minutes 06 seconds West (based on Grid North, Illinois State Plane Coordinate System, West Zone) along the East line of said Quarter Section 281.00 feet to the Southeast corner of that land shown by plat recorded in Plat Cabinet 57 Page 53 of the Madison County records; thence South 89 degrees 37 minutes 31 seconds West along the South line of the land shown on said plat, 1051.52 feet to an iron pipe at the point of beginning of the tract herein described; thence continuing South 89 degrees 37 minutes 31 seconds West along said South line 500.52 feet to an iron pipe; thence South 0 degrees 18 minutes 07 seconds East 43.97 feet to an iron pipe; thence South 57 degrees 31 minutes 21 seconds East 315.72 feet to an iron pipe; thence South 69 degrees 36 minutes 10 seconds East 196.58 feet to an iron pipe; thence North 9 degrees 52 minutes 40 seconds East 289.58 feet to the point of beginning as recorded in Plat Cabinet 59 Page 123 in Madison County, Illinois, (except coal, gas and other mineral rights conveyed, excepted or reserved in prior conveyances) in Madison County, Illinois.
and more commonly known as 8 Longshot Drive, Troy, IL 62294.

TAX PARCEL NUMBER: 09-1-22-17-00-000-012.002



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.

___ 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.

___ 3. A sale or exchange of land between owners of adjoining and contiguous land.

___ 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.

___ 5. A conveyance of land owned by a public utility 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.

___ 7. A conveyance made to correct a description in prior conveyance.

___ 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 Steven Miller SIGNATURE: Steven Miller DATE: April 24, 2024
(Please Print)

Subscribed and sworn to before me this 24th day of April, 2024



Melissa McGrath
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

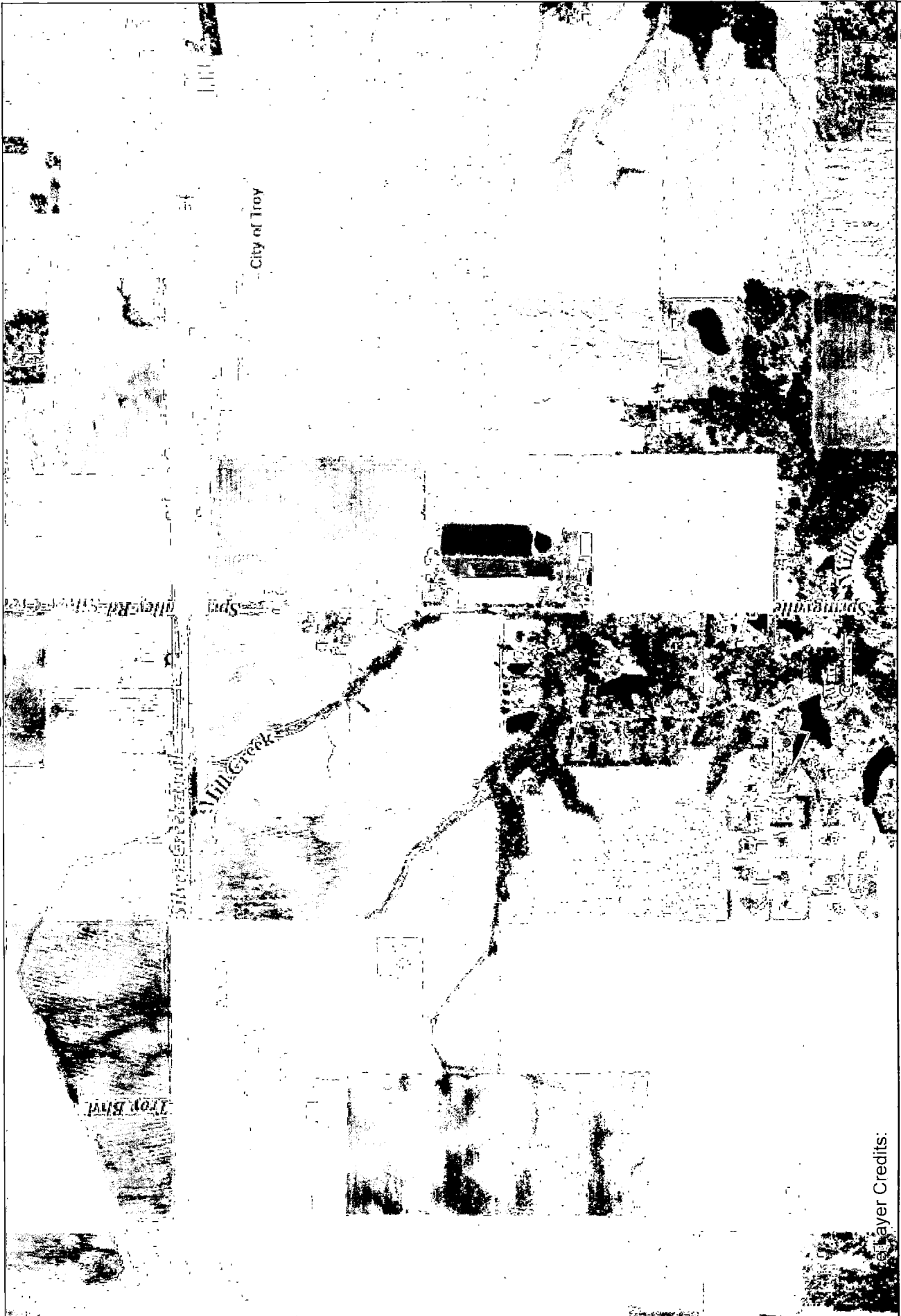
Municipal Planning Official's Signature

Print Name

Date

(Revised 8/11)

8 Longshot Drive



Date: 12/24/2025
Time: 8:37 AM



Layer Credits:

Author:
Copyright: Madison County Government



CERTIFICATE OF PUBLICATION

State of Illinois)
County of Madison)

THIS IS TO CERTIFY, that the notice of which a printed copy is hereto annexed, was published once a week for 1 successive weeks in the TIMES-TRIBUNE, a newspaper of general circulation, published in the City of Troy, in said County and State, by Scott J. Hoskins, its publisher, and that the first insertion was made in the paper published on the 1 day of January, 2026 A.D., and said newspaper was regularly published for six months prior to date of first publication of said notice.

Printer's Fee - \$ 16.00

TIMES-TRIBUNE

By: *Scott J. Hoskins*
Troy, IL January 1, 2026 A.D.

NOTICE OF PUBLIC HEARING

January 20, 2026

A Public Hearing will be held on Tuesday, January 20, 2026, 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: Steven L. Miller - 8 Longshot Drive - Troy, IL 62294 (parcel no 09-1-22-17-00-000-012.002). At this time, any proponents/opponents to the terms of the Water Service and Pre-annexation Agreement will be heard.

- City Clerk Kim Thomas

1-1

END OF DOCUMENT