



DocId:9012993

Tx:4678070

**RETURN TO:**

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

2026R02189  
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: 9

**CITY OF TROY**

*CTY 50*

**ORDINANCE 2026 – 04**

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

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

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**ORDINANCE NO. 2026-04**

**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 Zachary Gili and Madalyn Close – TWIN LAKES SUBD LOT 11; PPID 09-2-22-10-15-401-029, and commonly known as 11 Lake 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 20<sup>th</sup> 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.

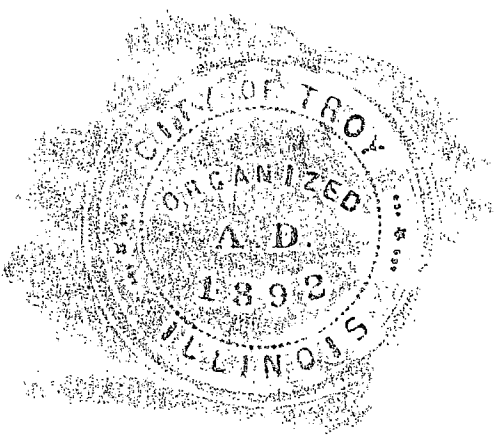
**SECTION 2:** That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

**PASSED** by a two-thirds vote of the corporate authorities of the City of Troy, Illinois, and approved by the Mayor on the 20<sup>th</sup> 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>	
	Elizabeth Hellrung	<input checked="" type="checkbox"/>	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: 11 Lake Dr. Troy, IL 62294

Resident: Madeline Chase

Resident: Zachary Gili

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 20<sup>TH</sup> 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 20<sup>TH</sup> 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.

Madalyn Close  
Owner Signature

Madalyn Close  
Printed Name

10/17/25  
Date Signed

Zachary Giti  
Owner Signature

Zachary Giti  
Printed Name

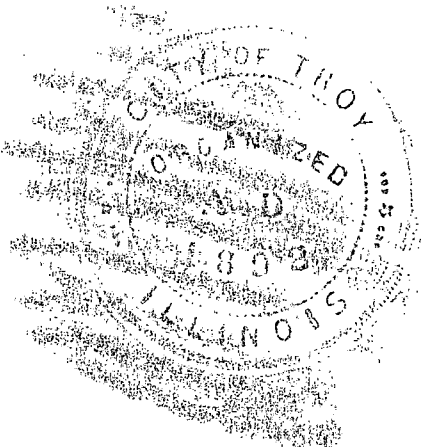
10-17-25  
Date Signed

DATED this 20<sup>TH</sup> day of JANUARY, 2026.

CITY OF TROY, ILLINOIS:

David Mann  
Mayor, City of Troy

Kimberly Thomas  
City Clerk, City of Troy



**PREPARED BY:**  
Nick W. Graham, Attorney  
Graham Law, LLC  
506 North Main Street  
Carrollton, Illinois 62016

**MAIL TAX BILL TO:**  
Zachary Gili and Madalyn Close  
11 Lake Drive  
Troy, IL 62294

**MAIL RECORDED DEED TO:**  
Run Title, LLC  
506 North Main Street  
Carrollton, Illinois 62016  
RUN-2025-1160

**WARRANTY DEED**

GRANTORS, Steven L. Beem, a married man, of 8913 Wheat Drive, Troy, IL 62294, for and in consideration of Five (\$5.00) Dollars and other good and valuable consideration in hand paid,

CONVEY AND WARRANT to:

GRANTEES, Zachary Gili, a single man and Madalyn Close, a single woman as joint tenants with rights of survivorship, of 2304 Tramore, Troy, IL 62294, all right, title, and interest in the following described real estate, to wit:

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

Lot 11 in Twin Lakes, a subdivision according to the plat thereof recorded in the Recorder's Office of Madison County, Illinois, in Plat Book 23 Page 168, (except coal, gas and other mineral rights conveyed, excepted or reserved in prior conveyances) in Madison County, Illinois.

Commonly Known As:        11 Lake Drive  
   Troy, IL 62294

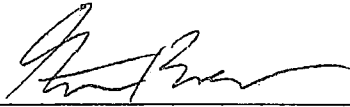
Property 1:  
09-2-22-10-15-401-029

SUBJECT TO the general real estate taxes and assessments for the year of 2024, due and payable in 2025, and all subsequent real estate taxes, which Grantees expressly assume and agree to pay in full when due pursuant to adjustment between the parties; and

SUBJECT TO all agreements, easements, covenants, restrictions, and conditions of record, applicable zoning laws, ordinances, and other governmental regulations.

Grantors hereby release and waive all rights under and by virtue of the homestead exemption laws of the State of Illinois.

Dated: 10/17/2025



Steven L. Beem

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF Madison     )

I, the undersigned Notary Public, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Steven L. Beem, personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered the instrument as his/her/their free and voluntary act for the uses and purposes therein set forth.

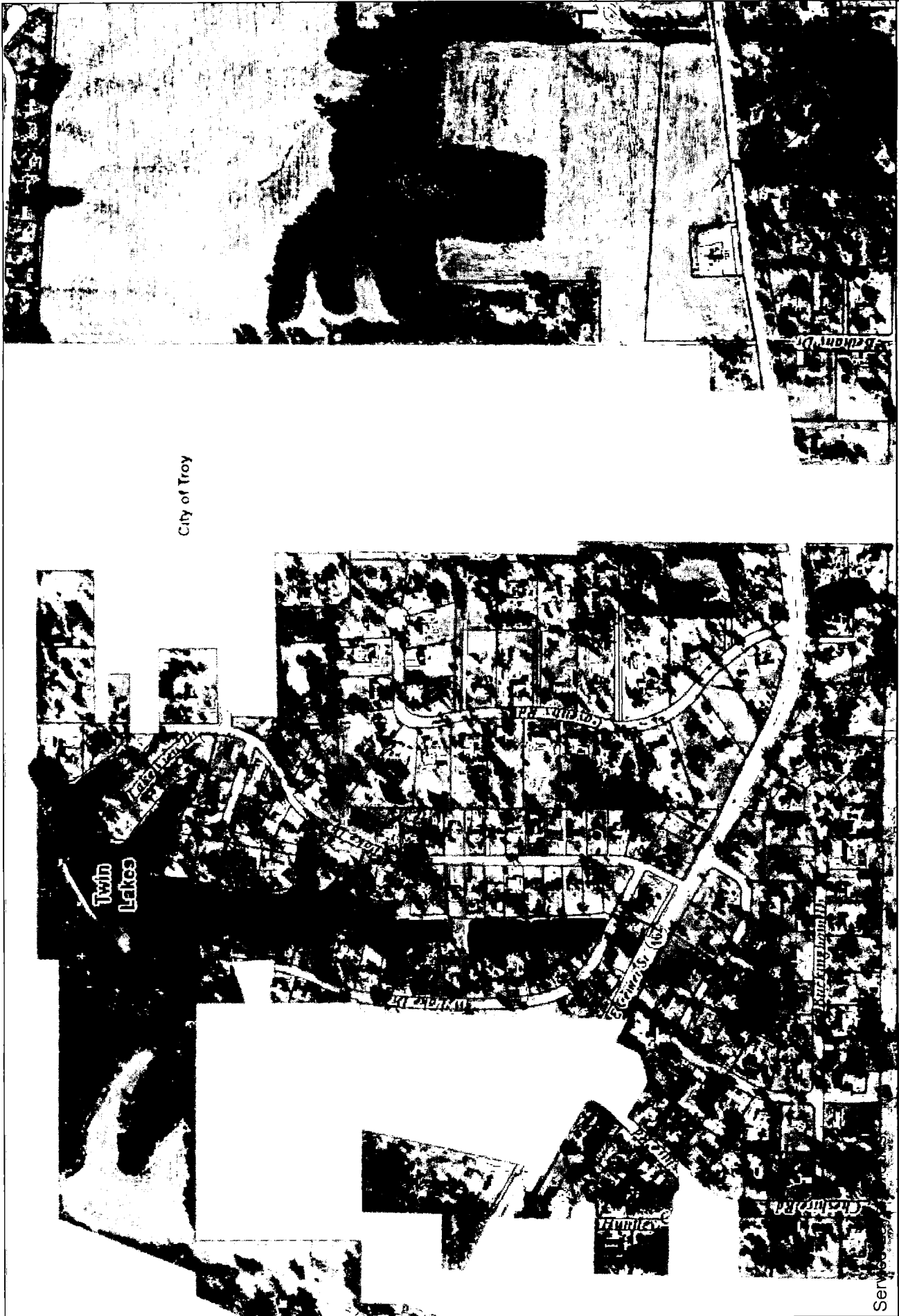
Given under my hand and Notarial seal on 17<sup>th</sup> day of October, 2025.



  
NOTARY PUBLIC

**THIS DEED PREPARED WITHOUT EXAMINATION OF TITLE, ADVICE OR COUNSEL AND BASED SOLELY ON INFORMATION PROVIDED BY GRANTOR. The Drafter assumes no liability for errors, inaccuracies or omissions in this instrument resulting from the information provided. The parties hereto affirm their assent to this disclaimer by Grantors execution and Grantees acceptance of the instrument.**

# 11 Lake Drive



Date: 12/24/2025  
Time: 8:38 AM



Author:  
Copyright: Madison County Government

A compass rose is located in the bottom right corner, showing the cardinal directions: North (N), South (S), East (E), and West (W).

**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: Zachary Gill & Madalyn Close - 11 Lake Drive - Troy, IL 62294 (parcel no 09-2-22-10-15-401-029). 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**