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RETURN TO:

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

2026R02193
STATE OF ILLINOIS
MADISON COUNTY
01/23/2026 09:26 AM
LINDA A. ANDREAS
CLERK & RECORDER
REC FEE: 50.00
CD STAMP FEE:
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RHSPS FEE:
OF PAGES: 10

CITY OF TROY

ORDINANCE 2026 – 08

CITY 505

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A WATER
SERVICE AND PRE-ANNEXATION AGREEMENT
(122 David Drive, Collinsville)**

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

Pa

ORDINANCE NO. 2026-08

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 Justin Kyle Wachter – COUNTRY SIDE ESTATES 1ST ADDN LOT 26; PPID 13-2-21-13-02-202-038, and commonly known as 122 David Drive, 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 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.

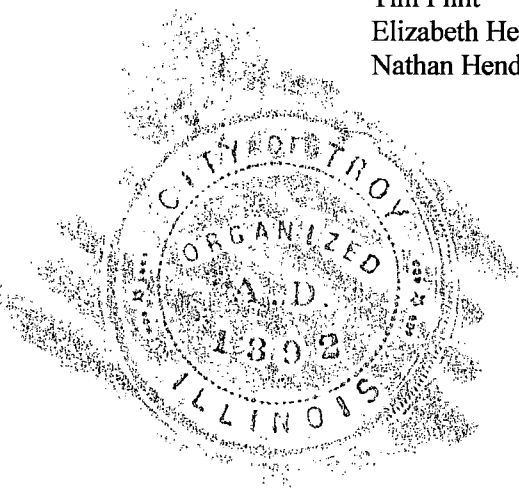
NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF TROY, COUNTY OF MADISON, STATE OF ILLINOIS, as follows:

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> | |
| | 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: David Nonn
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: 122 David Dr. Collinsville, IL 62234

Resident: JUSTIN WACHTER

Resident: _____

Phone Number: 618-830-0205

Phone Number: _____

Email: Wachter0828@gmail.com

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 practically 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

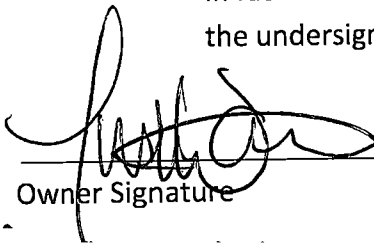
WHEREAS, the City Council of the City did, on the 20TH day of JANUARY, 2026, hold and conduct a public hearing pursuant to notice and statute at which time any proponents or opponents to the terms of the Agreement for Water Service and Pre-Annexation were heard in such public hearing, and

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.



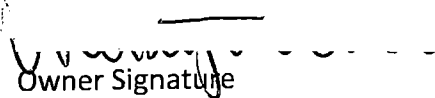
 Owner Signature

JUSTIN WACHTER

 Printed Name

1/20/26

 Date Signed




 Owner Signature

 Printed Name

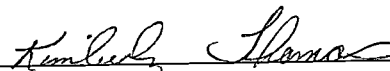
 Date Signed

DATED this 20TH day of JANUARY, 2026.

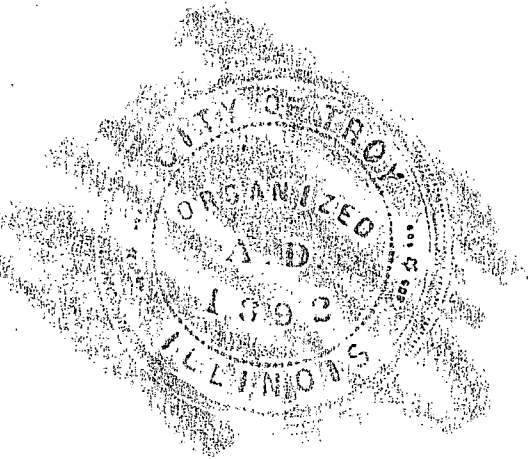
CITY OF TROY, ILLINOIS:



 Mayor, City of Troy



 City Clerk, City of Troy



WARRANTY DEED

146956

emh

THIS INDENTURE WITNESSETH, that the Grantors, ANDREW CHAMBERLAIN and KAREN CHAMBERLAIN FKA KAREN ANDRUS, husband and wife, of the County of MADISON and State of ILLINOIS, for and in consideration of the sum of One Dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, CONVEY and WARRANT to JUSTIN KYLE WACHTER, an unmarried man,

whose address is: 122 David Dr., Collinsville, IL 62234

the following described real estate, to-wit:

Lot 26 in First Addition to Country Side Estates Subdivision, a subdivision according to the plat thereof recorded in Plat Cabinet 52 at Page 56, (except coal and other minerals underlying said premises with the right to mine and remove same) in Madison County, Illinois.

Commonly known as: 122 David Dr., Collinsville, IL 62234

Permanent Parcel No. 13-2-21-13-020-202-038

SUBJECT TO THE EASEMENTS, COVENANTS AND RESTRICTIONS OF RECORD.

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

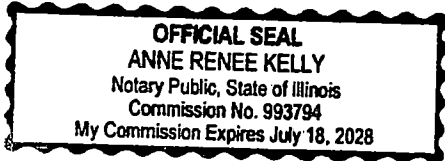
Dated this 22nd day of September, 2025.

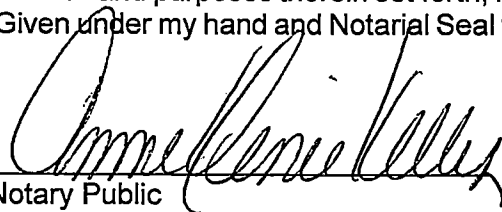


ANDREW CHAMBERLAIN

STATE OF IL)
) SS
COUNTY OF Madison)

I, the undersigned, a Notary Public in and for said county and state aforesaid, DO HEREBY CERTIFY THAT ANDREW CHAMBERLAIN, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as having executed the same, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead. Given under my hand and Notarial Seal this 22nd day of September, 2025.





Notary Public

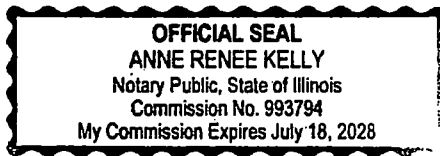
Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Dated this 22nd day of September, 2025.

KAREN CHAMBERLAIN FKA KAREN ANDRUS

STATE OF IL)
) SS
COUNTY OF Madison)

I, the undersigned, a Notary Public in and for said county and state aforesaid, DO HEREBY CERTIFY THAT KAREN CHAMBERLAIN FKA KAREN ANDRUS, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as having executed the same, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead. Given under my hand and Notarial Seal this 22nd day of September, 2025.



Notary Public

Return Document to:
Justin Kyle Wachter
122 David Dr.
Pontoon Beach, IL 62040

Future Taxes To Grantee's Address:
Justin Kyle Wachter
122 David Dr.
Pontoon Beach, IL 62040

This Instrument Prepared By:
M. Caitlin Embrich, Attorney at Law
Attorney Registration #6303244
120 W. Main Street, Suite 201
Belleville, Illinois 62220
618/551-0451

122 David Drive, Collinsville



Date: 12/24/2025
Time: 8:50 AM



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: Justin Kyle Wachter - 122 David Drive - Collinsville, IL - 62234 (parcel no 13-2-21-13-02-202-038). 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