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

2026R21661
STATE OF ILLINOIS
MADISON COUNTY
07/28/2026 10:53 AM
LINDA A. ANDREAS
CLERK & RECORDER
REC FEE: 50.00
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OF PAGES: 11

**CITY OF TROY
ORDINANCE 2026 – 39**

CTY 505

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

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF TROY, ILLINOIS
THIS 6th DAY OF JULY, 2026**

ORDINANCE NO. 2026-38 ³⁹ *21AT*

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A WATER SERVICE
AND PRE-ANNEXATION AGREEMENT
(113 Oakland Drive, Troy, IL)**

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 JAMES R ZINCK & JUNE E ZINCK (OAK LAND HILLS LOT 8 252.38 x 280.34 IRR) PPID 10-2-16-34-03-302-008), and commonly known as 113 Oakland 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 6th day of July, 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.

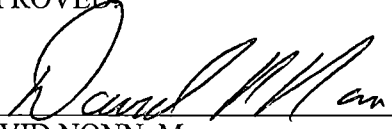
SECTION 2: That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED by the City Council of the City of Troy, Illinois, the 6th day of July, 2026 by at least a vote of two-thirds of the corporate authorities of the City of Troy, Illinois.

Aldermen Vote:

Dan Dawson	<u>✓</u>	Sam Italiano	<u>✓</u>	Ayes:	<u>7</u>
Tim Flint	<u>✓</u>	Debbie Knoll	<u>✓</u>	Nays:	<u>0</u>
Elizabeth Hellrung	<u>✓</u>	Tony Manley	<u>✓</u>	Absent:	<u>1</u>
Nathan Henderson	<u>ABSENT</u>	Troy Turner	<u>✓</u>	Abstain:	<u>0</u>

APPROVED:


DAVID NONN, Mayor
City of Troy, Illinois

ATTEST:


KIMBERLY THOMAS, Clerk
City of Troy, Illinois

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

Property Address: 113 OAKLAND DR., TROY, IL 62294

Resident: JUNE E. ZINCK

Resident: JAMES R. ZINCK

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 6TH day of JULY, 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 6TH day of JULY, 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.

June E. Zinck
Owner Signature

JUNE E. ZINCK
Printed Name

4-17-2026
Date Signed

James R. Zinck
Owner Signature

James R. Zinck
Printed Name

4-17-2026
Date Signed

DATED this 6TH day of JULY, 2026.

CITY OF TROY, ILLINOIS:

David M. Mc
Mayor, City of Troy

Kimberly Thomas
City Clerk, City of Troy



File No: IL2605499

Prepared by: Sarah Cordell, Esq., Cordell Law LLC, Illinois Bar No. 6305565, 5315 N Clark Street #173, Chicago, IL 60640, (866) 363-3337.

The preparer of this instrument has neither been requested to nor has the preparer conducted a title search or an inspection of the real property transferred hereby. No representations or warranties as to accuracy of the description, the status of title or condition of the real property have been made by the preparer.

After Recording, Send to:
Near North Title Group
222. N LaSalle, Suite 600
Chicago, IL 60601

Mail Tax Statements To: James R. Zinck and June E. Zinck, 113 Oakland Dr., Troy, IL 62294

Parcel Number: 10-2-16-34-03-302-008

GENERAL WARRANTY DEED

Michael W. Swindell and/or Harriet E. Swindell, Trustees of the Swindell Living Trust dated August 11, 2025, ("Grantor"), of 113 Oakland Dr., Troy, IL 62294, for and in consideration of \$10.00 (Ten Dollars and Zero Cents) and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, grants and conveys with general warranty covenants to James R. Zinck and June E. Zinck, Trustees of the Zinck Revocable Trust dated January 22, 2026, ("Grantee"), whose tax mailing address is 113 Oakland Dr., Troy, IL 62294, the following described real estate situated in the County of Madison, State of Illinois:

Lot 8 in Oak Land Hills, a subdivision according to the plat thereof recorded in Plat Cabinet 60 Page 8, in Madison County, Illinois. Except any interest in the coal, oil, gas and other mineral rights underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil, gas and other minerals, if any

Property Address is: 113 Oakland Dr., Troy, IL 62294

Prior deed recorded at Instrument No. 2025R22248

Title to the property hereinabove described is subject to the following: a) real estate taxes and assessments not yet due and payable; b) zoning laws and ordinances; c) covenants, conditions, restrictions of record and easements for the use of public utilities; d) legal roads and highways; and e) any rights of tenants in possession.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title interest, lien equity and claim whatsoever of the said grantor, either in law or equity, to the only proper use, benefit and behalf of the grantee forever.

Executed by the undersigned on 4-17, 2026

Michael W. Swindell
Michael W. Swindell, Trustee of
the Swindell Living Trust dated
August 11, 2025

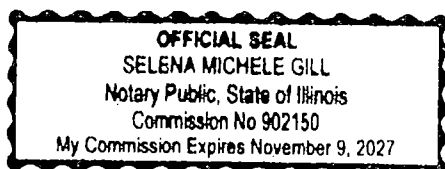
Harriet E. Swindell
Harriet E. Swindell, Trustee of
the Swindell Living Trust dated
August 11, 2025

STATE OF Illinois
COUNTY OF Madison

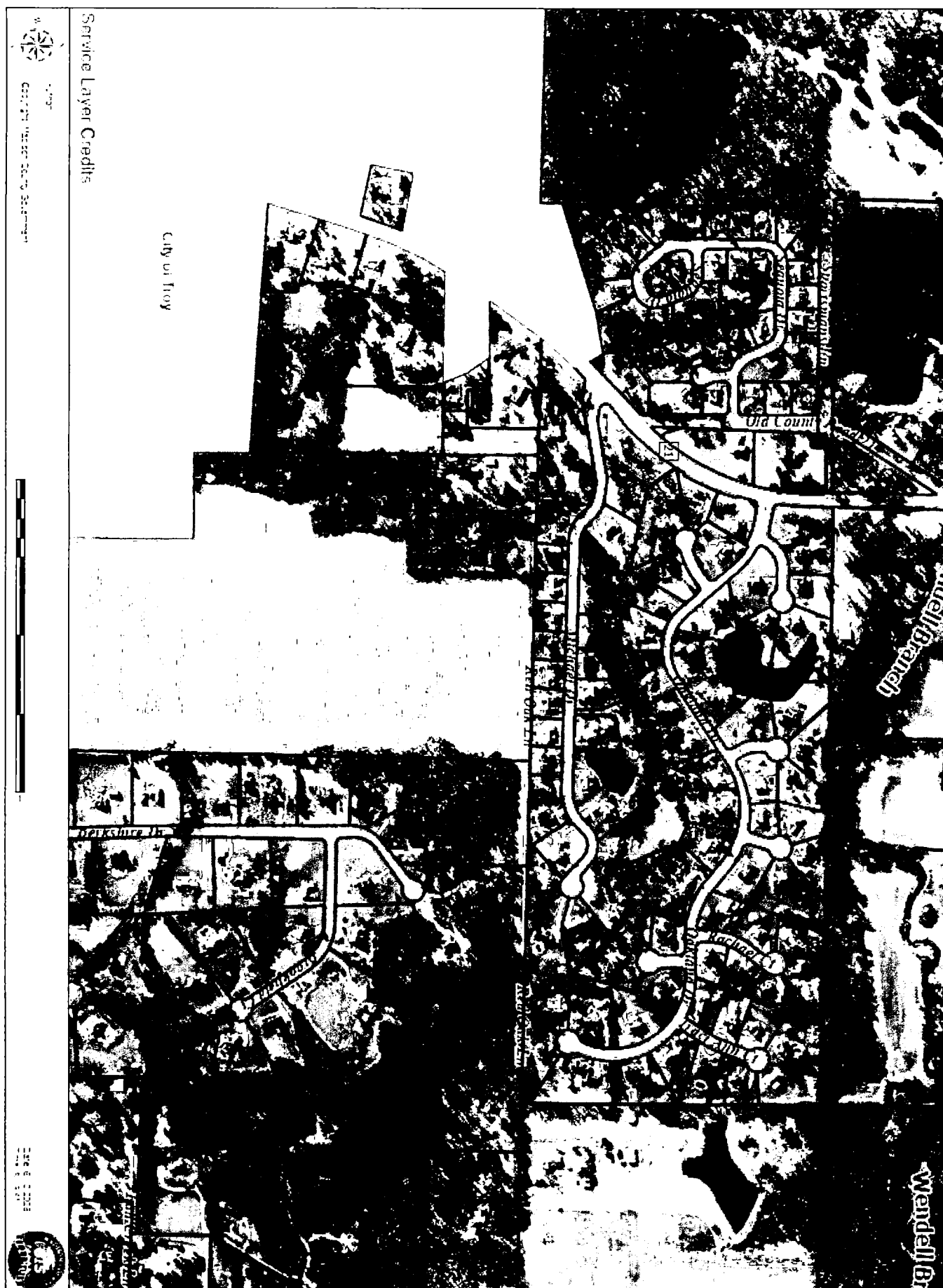
I, the undersigned, a Notary Public in and for said County and State aforesaid, DO
HEREBY CERTIFY THAT Michael W. Swindell, Trustee of the Swindell Living Trust
dated August 11, 2025 and Harriet E. Swindell, Trustee of the Swindell Living Trust
dated August 11, 2025, personally known to me, or has produced D.C.,
as identification, to be the same person(s) whose names are subscribed to the foregoing
instrument, as having executed the same, appeared before me this day in person and
acknowledged that (he/she/they) signed, sealed, and delivered the said instrument as
(his/her/their) free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 17 day of April, 2026.

Selena Michele Gill
Notary Public



113 Oakland Drive



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 Highland, in said County and State, by Scott J. Hoskins, its publisher, and that the first insertion was made in the paper published on the 18 day of June, 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: _____

Highland, IL June 18, 2026 A.D.

NOTICE OF PUBLIC HEARING

A Public Hearing will be held on Monday, July 6, 2026, at 6:17 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: James R Zinck & June E. Zinck - 113 Oakland Drive - Troy, IL 62294 (parcel no. 10-2-16-34-03-302-008). At this time, any proponents/ opponents to the terms of the Water Service and Pre-annexation Agreement will be heard.

City Clerk - Kim Thomas

6-18

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City Clerk - Kim Thomas

6-18

END OF DOCUMENT