



DocId:9042179

Tx:4696090

Return to:

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

2026R21664
STATE OF ILLINOIS
MADISON COUNTY
07/28/2026 10:53 AM
LINDA A. ANDREAS
CLERK & RECORDER
REC FEE: 50.00
CO STAMP FEE:
ST STAMP FEE:
FF FEE:
RHSPS FEE:
OF PAGES: 12

**CITY OF TROY
ORDINANCE 2026 – 42**

QTY 505

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A
WATER SERVICE AND PRE-ANNEXATION AGREEMENT
(1205 Antler Drive)**

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

ORDINANCE NO. 2026-42

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A WATER SERVICE
AND PRE-ANNEXATION AGREEMENT
(1205 Antler 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 by CODY MICHAEL PRIMAS AND KATHERINE MAE TRIPLETT (PT SE SE) PPID 09-1-22-17-00-000-011.005), and commonly known as 1205 Antler 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:

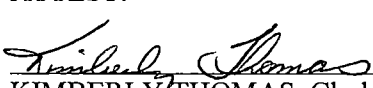
Dan Dawson	<u>✓</u>	Sam Italiano	<u>✓</u>	Ayes:	<u>7</u>
Tim Flint	<u>✓</u>	Debbie Knoll	<u>✓</u>	Nays:	<u>0</u>
Elizabeth Hellrung	<u>✓</u>	Tony Manley	<u>✓</u>	Absent:	<u>1</u>
Nathan Henderson	<u>ABSENT</u>	Troy Turner	<u>✓</u>	Abstain:	<u>0</u>

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: 1205 ANTLER DR TROY, IL 62294

Resident: Katherine Trinlett

Resident: Cody Primas

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

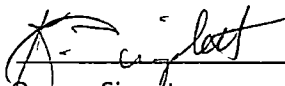
WHEREAS, the City Council of the City did, on the 6TH day of JULY, 2026, hold and conduct a public hearing pursuant to notice and statute at which time any proponents or opponents to the terms of the Agreement for Water Service and Pre-Annexation were heard in such public hearing, and

WHEREAS, at its meeting on the 16TH 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.


Owner Signature

Katherine Trippett
Printed Name

12/19/25
Date Signed


Owner Signature

Cody Primas
Printed Name

12/19/25
Date Signed

DATED this 6TH day of July, 2026.

CITY OF TROY, ILLINOIS:


Mayor, City of Troy


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:
Cody Michael Primas and Katherine Mae Triplett
1205 Antler Drive
Troy, IL 62294

MAIL RECORDED DEED TO:
Run Title, LLC
506 North Main Street
Carrollton, Illinois 62016
RUN-2025-1265

PTAX-053696

2025R33012
STATE OF ILLINOIS
MADISON COUNTY
11/21/2025 01:12 PM
LINDA A. ANDREAS
CLERK & RECORDER
REC FEE: 52.00
CO STAMP FEE: 182.50
ST STAMP FEE: 365.00
RHSPS FEE: 18.00
OF PAGES: 4

WARRANTY DEED

GRANTORS, Mark L. Gilles a/k/a Mark D. Gilles and Denise A. Gilles, husband and wife, of 1205 Antler 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, Cody Michael Primas and Katherine Mae Triplett, husband and wife as joint tenants with rights of survivorship, of 333 Orchard Court, 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:

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 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 Plan Coordinate System, West Zone) along the East line of said Quarter Section 281 feet to the Northeast corner of that tract conveyed to Bress by deed recorded in Book 3545 on Page 338 of the Madison County records; thence South 89 degrees 37 minutes 31 seconds West along the North line of said Bress tract 1221.02 feet to an iron rod; thence North 0 degrees 48 minutes 06 seconds West 178.21 feet to an iron rod at the point of beginning of the tract herein described; thence North 0 degrees 48 minutes 06 seconds West 270.25 feet to an iron rod; thence South 87 degrees 29 minutes 58 seconds East 382.84 feet to an iron rod; thence South 20 degrees 27 minutes 46 seconds East 160.00 feet to an iron rod; thence South 76 degrees 35 minutes 27 seconds West 446.81 feet to the point of beginning, containing 2.00 acres as shown by survey by Madison County Surveyors during December, 1991. (Except coal and other minerals mixed with the coal together with the right to mine and remove same), in Madison County, Illinois.

Commonly Known As: 1205 Antler Drive
Troy, IL 62294

Property 1:
09-1-22-17-00-000-011.005

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: 11/19/2025

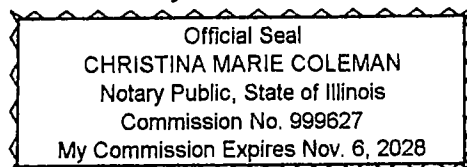
Mark D. Gilles
Mark D. Gilles

Denise A. Gilles
Denise A. Gilles

STATE OF ILLINOIS)
) SS.
COUNTY OF Greene)

I, the undersigned Notary Public, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Mark L. Gilles a/k/a Mark D. Gilles and Denise A. Gilles, 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 _____ day of 11/19/2025, 2025.



Christina M. Coleman
NOTARY PUBLIC

This electronic notarization
involved the use of an electronic
system provider

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.



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;

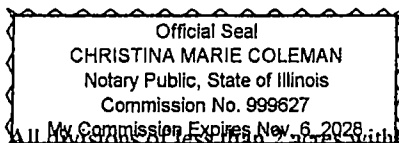
- | | |
|--|--|
| <p>____ 1. A division or subdivision of land into tracts of five (5) acres or more not involving new streets or easements of access with a minimum of five (5) acres residue or Grandfathered under prior approved plat by Land Use Committee.</p> <p>____ 2. A division of lots or blocks of less than one (1) acre in a recorded subdivision not involving new streets or easements of access.</p> <p>____ 3. A sale or exchange of land between owners of adjoining and contiguous land.</p> <p>____ 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.</p> | <p>____ 5. A conveyance of land owned by a public utility not involving new streets or easements of access.</p> <p>____ 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.</p> <p>____ 7. A conveyance made to correct a description in prior conveyance.</p> <p>____ 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.</p> <p>____ 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)</p> |
|--|--|

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 mark d gilles SIGNATURE: Mark D. Gilles DATE: 11/19/2025, 20____
 (Please Print)

Subscribed and sworn to before me this _____ day of 11/19/2025, 20____



Christina M. Coleman
 Notary Public

This electronic notarization

~~All documents submitted for recording within the County jurisdiction must be recorded 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: _____

<i>Municipal Planning Official's Signature</i>	<i>Print Name</i>	<i>Date</i>
<i>Municipal Planning Official's Signature</i>	<i>Print Name</i>	<i>Date</i>

(Revised 8/11)

1205 Antler Drive



City of Troy

Service Layer Credits



2025 1205
2025 1205
2025 1205



Copyright: 2025 City of Troy

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 6:20 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: Cody Michael Primas & Katherine Mae Triplett - 1205 Antler Drive - Troy, IL 62294 (parcel no 09-1-22-17-00-000-011.045). 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

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 6:20 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: **Cody Michael Primas & Katherine Mae Triplett - 1205 Antler Drive - Troy, IL 62294** (parcel no 09-1-22-17-00-000-011.005). 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

END OF DOCUMENT