



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Planning Division

m e m o r a n d u m

TO: Mayor Diane Wolfe Marlin and City Council Members

FROM: Sheila Dodd, Interim Community Development Services Director
Kat Trotter, Planner I

DATE: September 16, 2021

SUBJECT: An Ordinance Approving a Fourth Amendment to an Annexation Agreement (Hingtgen and Naugle Annexation / South Side of Colorado Avenue, Approximately 394 Feet East of Philo Road; Tatman-Horve LLC)

Introduction

The City of Urbana has received a request from Paul Tatman, on behalf of Tatman-Horve, LLC, to amend an existing Annexation Agreement for property on the south side of Colorado Avenue, approximately 394 feet east of Philo Road. The property was originally annexed as three tracts totaling approximately 32 acres. The amended Annexation Agreement would modify the existing development regulations for Tract III of the subdivision, and require compliance with the city's Subdivision and Land Use Code and the Zoning Ordinance, respectively.

Background

John Hingtgen, Virgil Naugle, Tatman Enterprises, Inc., and the City of Urbana originally entered into an Annexation Agreement on December 5, 2003¹. The property is within the boundaries of the City of Urbana, having been annexed when that Ordinance was approved. Under the original agreement, Tract I was converted to the B-3, General Business zoning district, and developed as a banquet center to be used in conjunction with the adjacent funeral home. Tracts II and III were converted to the R-2, Single-Family Residential zoning district. Since the original annexation agreement, Tract II was developed as a Senior Retirement Center, Residential Planned Unit Development, and Tract III was to be developed as a single-family residential subdivision.

The subject properties are located on the east side of Philo Road, immediately south of Lohmann Park, and west of the Atkins Golf Club at the University of Illinois. Tract III contains thirty residential parcels; ten of which have been developed, and twenty of which remain undeveloped. All of the parcels are zoned R-2, Single-Family Residential. Land to the north is zoned CRE, Conservation-Recreation-Education and used for Lohmann Park; land to the south is zoned R-1, Single-Family Residential and is currently undeveloped (Eagle Ridge Subdivision); land to the east is zoned R-2, Single-Family Residential and used for single-family residences and a golf course (Stone Creek Subdivision); land to the west is zoned R-2, Single-Family Residential and used for 38 condominium residences as part of the Prairie Winds Senior Retirement Center.

¹ Case No. 2003-A-03, Ordinance No. 2003-12-139: [https://www.city.urbana.il.us/Ordinances - Resolutions/Ordinances/2003/Ordinance_2003-12-139.pdf](https://www.city.urbana.il.us/Ordinances-Resolutions/Ordinances/2003/Ordinance_2003-12-139.pdf)

Tract III has since been partially developed as a single-family residential neighborhood. However, Tatman-Horve, LLC owns ten of the 30 total lots, and they remain undeveloped.² As the Successor in Interest, Tatman-Horve, LLC has petitioned the City of Urbana for an annexation agreement amendment to allow the remaining vacant lots that are owned by the petitioner to be developed as single-family homes or common-lot-line duplexes.

Discussion

The petitioners are requesting an amendment to the annexation agreement to allow the vacant lots in Tract III of the subdivision that are owned by the petitioners to be developed as common-lot-line duplexes. They are interested in spurring new residential development in the existing neighborhood, and it has been difficult to market the vacant lots for single-family construction. As the common-lot-line development was successful in Tract II, the petitioners believe there will be more demand for common-lot-line duplexes in Tract III as well. The amendment would only impact the vacant lots owned by the petitioners, however, all property owners in the Prairie Winds Subdivision, as parties to the agreement, were notified of the annexation agreement amendment request.

The language in the original annexation agreement restricts residential development in Tract III to single-family houses only. That section – Article I, Section 7 – would be replaced with language to allow lots in Tract III to be developed as single- or two-family residences. Two-family residential uses require a conditional use permit in the R-2 zoning district, and that has been incorporated into Article II, Section 9, of the amendment (Exhibit A). The conditions of the conditional use permit are as follows:

1. Conditional Use Permits shall be applicable only to the confines of the tracts, as depicted in the attached Ordinance Exhibit “E” Map (replaces former Exhibit E in original agreement).
2. A Minor Development for the common-lot-line subdivision shall be applied for through the Community Development Services Department.
3. Interior lots will be limited to one shared access drive. Corner lots are permitted to have two access drives, one along each street frontage, and they will be designed to maximize the distance between access drives and roadway intersections.

Granting the proposed amendment to the annexation agreement would not grant any special treatment to the petitioners; it would simply hold them to the same standards as other landowners and developers in the R-2, Single-Family Residential zoning district. Conditional use permits and minor developments are required for all common-lot-line developments in the R-2 district. However, the petitioners are bound to the original annexation agreement that limited development in this area to single-family houses. The amendment would allow the petitioners to also develop vacant lots as common-lot-line duplexes, with a conditional use permit approved by the amendment³, and a minor development applied for through the Community Development Services Department.

Any new development in the subdivision would be consistent with the surrounding neighborhood, and would align with the intent of the R-2 zoning district, and with the “Mixed Residential – Suburban Pattern” Future Land Use designation for the properties, as defined by the 2005 Comprehensive Plan:

² PINs: 93-21-21-276-001, 93-21-21-279-002, 93-21-21-280-005, 93-21-21-280-001, 93-21-21-280-008, 93-21-21-280-016, 93-21-21-280-004, 93-21-21-280-006, 93-21-21-280-007, 93-21-21-279-003, 93-21-21-277-001

³ Zoning Ordinance Section XI.14.C. Changes of Zoning, Variances, and Other Modifications of the Zoning Ordinance in an Annexation Agreement

Mixed Residential (Suburban Pattern): Mixed Residential areas contain a variety of residential land uses including single-family residences, duplexes, town homes, and multi-family development. Encourages a gradation of densities between single-family and multi-family uses in order to achieve compatible development. Also encourages design considerations among various land uses to help achieve compatibility. May also include support for land uses such as civic, institutional, office, neighborhood business uses, as well as parks. Mixed Residential areas will have different physical patterns of development depending on their location in the community. These areas should incorporate provisions for transit service and pedestrian access to nearby commercial and employment centers.

Summary of Findings

1. The subject property is within the boundaries of the City of Urbana, and subject to an existing annexation agreement entered into by John Hingtgen, Virgil Naugle, Tatman Enterprises, Inc., and the City of Urbana. The proposed amendment would update the agreement to the Successor in Interest: Tatman-Horve, LLC.
2. The proposed amendment to the annexation agreement would allow vacant lots in Tract III of the Prairie Winds Subdivision to be developed as common-lot-line duplexes, with a conditional use permit approved by the amendment, and a minor development applied for through the City of Urbana Community Development Services Department.
3. The proposed amendment to the annexation agreement would be compatible with the R-2, Single-Family Residential zoning district, and with the “Mixed Residential” future land use designation by the 2005 Urbana Comprehensive Plan.
4. The Conditional Use Permits shall be applicable only to the confines of the tracts, as depicted in the attached Ordinance Exhibit “E” Map (replaces former Exhibit E in original agreement).
5. Interior lots will be limited to one shared access drive. Corner lots are permitted to have two access drives, one along each street frontage, and they will be designed to maximize the distance between access drives and roadway intersections.
6. The proposed amendment would hold the property owners to the same development standards as owners of other R-2 parcels within the city.

Options

Regarding an Ordinance approving a Fourth Amendment to an Annexation Agreement, the Committee of the Whole has the following options:

1. To allow for common-lot-line duplexes on vacant lots owned by the petitioner, with a minor development: forward the ordinance to City Council with a recommendation for approval;
or
2. To continue to restrict development in Tract III of the Prairie Winds subdivision to single-family residential only, forward the ordinance to City Council with a recommendation for denial.

Approval of the amendment requires a two-thirds vote of the City Council.

Staff Recommendation

Based on the analysis and findings presented in the discussion above, and without the benefit of considering additional evidence that may be presented at the public hearing, staff recommends that the Committee of the Whole forward the proposed Ordinance approving a Fourth Amendment to an Annexation Agreement to the City Council with a recommendation for **APPROVAL**.

cc: Paul Tatman, Tatman-Horve, LLC (Petitioner)
Steve Horve, Tatman-Horve, LLC (Petitioner)

Attachments:

Ordinance Exhibit E: Location Map – Tatman-Owned Parcels (replaces former Exhibit E in original agreement)

Exhibit A: Annexation Agreement Amendment No. 4 (marked-up version)

Exhibit B: Public Input

Original Annexation Agreement (Ordinance No. 2003-12-139): available at:

[https://www.city.urbana.il.us/Ordinances - Resolutions/Ordinances/2003/Ordinance_2003-12-139.pdf](https://www.city.urbana.il.us/Ordinances%20-%20Resolutions/Ordinances/2003/Ordinance_2003-12-139.pdf)

ORDINANCE NO. _____

AN ORDINANCE APPROVING A FOURTH AMENDMENT TO AN ANNEXATION AGREEMENT

(Hingtgen and Naugle Annexation / South Side of Colorado Avenue, Approximately 394 Feet East of Philo Road; Tatman-Horve, LLC.)

WHEREAS, on December 5, 2003, the City of Urbana (“City”), pursuant to Ordinance No. 2003-12-139, entered into an annexation agreement with John Hingtgen, Virgil Naugle, and Tatman Enterprises, Inc., for three tracts totaling approximately 32 acres and generally located on the south side of Colorado Avenue, approximately 394 feet east of Philo Road; and

WHEREAS, such tracts subsequently were annexed into the City, and Tract III was subdivided into thirty parcels, and transferred to new owners; and

WHEREAS, Tatman-Horve, LLC, is the “Successor in Interest” and new owner of the parcels with permanent index numbers 93-21-21-276-001, 93-21-21-279-002, 93-21-21-280-005, 93-21-21-280-001, 93-21-21-280-008, 93-21-21-280-016, 93-21-21-280-004, 93-21-21-280-006, 93-21-21-280-007, 93-21-21-279-003, 93-21-21-277-001; and

WHEREAS, Tatman-Horve, LLC and the City have determined that the best interests of all parties are served by making and entering into an amendment to said agreement as herein provided; and

WHEREAS, on September 3, 2021, the Community Development Services Department duly published notice in *The News-Gazette*, a newspaper having general circulation in the City of Urbana, Illinois, that a public hearing would be held before the Urbana City Council on the matter of the proposed amendment on September 20, 2021; and

WHEREAS, on September 8, 2021, the Community Development Services Department mailed notice of the public hearing to each of the Trustees of the Philo Fire Protection District; each Board of Urbana Township Trustee; and the Urbana Township Clerk, Supervisor, and Commissioner of Highways; and

WHEREAS, on September 20, 2021, the Urbana City Council held a public hearing on the proposed amendment; and

WHEREAS, the City Council has determined that the proposed amendment is in conformance with the goals and objectives of the City of Urbana’s 2005 Comprehensive Plan; and

WHEREAS, the City Council, having duly considered all matters pertaining thereto, finds and determines that the proposed amendment will not negatively impact the City of Urbana and would be in the best interests of the City of Urbana and its citizens.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1.

Amendment No. 4 to “Hingtgen and Naugle” Annexation Agreement between Tatman-Horve, LLC, and the City of Urbana, Illinois, in substantially the form of the copy of said amendment attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2.

The Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver, and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of said amendment as so authorized and approved for and on behalf of the City of Urbana, Illinois.

Section 3.

The City Clerk is authorized and directed to record in the Office of the Recorder of Deeds and to file with the Champaign County Clerk a certified copy of this Ordinance.

This Ordinance is hereby passed by the affirmative vote, the “ayes” and “nays” being called, of two-thirds of the corporate authorities then holding office of the City of Urbana, Illinois, at a meeting of the corporate authorities.

PASSED BY THE CITY COUNCIL this ____ day of _____, 2021.

AYES:

NAYS:

ABSTENTIONS:

Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this ____ day of _____, 2021.

Diane Wolfe Marlin, Mayor

This instrument was prepared by:

Dave Wesner
Evans, Froehlich, Beth & Chamley
City Attorney
City of Urbana
400 S. Vine Street
Urbana, IL 61801

Mail recorded document to:

City of Urbana
Planning Division Manager
400 S. Vine Street
Urbana, IL 61801

City of Urbana

**AMENDMENT NO. 4 TO “HINGTGEN & NAUGLE”
ANNEXATION AGREEMENT**

Tatman-Horve LLC.
Paul Tatman
1808 Philo Road, Suite 102
Urbana, IL 61802-6016

**AMENDMENT NO. 4 TO “HINGTGEN & NAUGLE”
ANNEXATION AGREEMENT**

THIS Fourth Amendment (“4th Amendment”) is entered into for the purpose of amending an Agreement, originally made and entered into by and between the City of Urbana, Illinois, (herein after sometimes referred to collectively as the “Corporate Authorities” or the “City”) and John J. Hingtgen and Virgil J. Naugle (hereinafter referred to as the “Owners”) and the Paul Tatman (hereinafter referred to “Developer”) was adopted and executed under Ordinance No. 2003-12-139 on December 1, 2003 (“Annexation Agreement”).

WITNESSETH:

WHEREAS, the Annexation Agreement was made pursuant to and in accordance with the provisions of Section 11-15.1-1 et seq., of the Illinois Municipal Code (65-ILCS 5/11-15.1-1); and

WHEREAS, John J. Hingtgen and Virgil J. Naugle were the original Owners of record of three contiguous real estate tracts totaling approximately 31 acres, located on the south side of Colorado Avenue east of Philo Road, and having permanent index numbers of 30-21-21-200-026, 30-21-21-200-034, and 30-21-21-200-035 the legal description of which real estate is set forth in Exhibit “A” attached to the Annexation Agreement; and

WHEREAS, Exhibit “B” of the Annexation Agreement is a true and accurate representation of the tracts that were annexed to the City of Urbana under the provisions of the Annexation Agreement; and

WHEREAS, subsequent to annexation on March 15, 2004, the Owners sold Tracts II and III to the Developer to develop a Senior Retirement Center as a Residential Planned Unit Development (PUD), 42 residential condominiums as a Common-lot-line Residential Development, and a Single- and Two-Family Residential Subdivision as described in the Annexation Agreement; and

WHEREAS, the original Owners retained ownership of Tract I with the intention of constructing a banquet center that would serve the neighboring funeral home and require business zoning; and

WHEREAS, all three tracts were contiguous to the City of Urbana, and said Owners and the City determined that immediate annexation of tracts was in the best interest of both parties; and

WHEREAS, Tracts II and III as described in Exhibit “A” to the Annexation Agreement were directly converted to City R-2, Single-Family Residential Zoning upon annexation under the terms and provisions of the Urbana Zoning Ordinance and this agreement; and

WHEREAS, the City and the Owners found it necessary and desirable that Tract I, as described in Exhibit “A” be rezoned to the B-3, General Business Zoning District upon annexation for the future purposes of constructing a banquet center to be used in conjunction with the adjacent funeral home under the terms and provisions of the Urbana Zoning Ordinance and the Annexation Agreement; and

WHEREAS, Tracts I, II and III as described herein were annexed to the City of Urbana under Ordinance 2004-03-024 on March 15, 2004; and

WHEREAS, the current owner of Tract III, Tatman-Horve, LLC (the “Successor in Interest”), has proposed amendments to the originally approved Annexation Agreement that affect the terms and provisions of only Tract III as described here.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS SET FORTH HEREIN, THE PARTIES AGREE THE ORIGINAL ANNEXATION AGREEMENT IS HEREBY AMENDED TO READ AS FOLLOWS:

Tatman-Horve, LLC, the current owner of real estate parcels with permanent index numbers 93-21-21-276-001, 93-21-21-279-002, 93-21-21-280-005, 93-21-21-280-001, 93-21-21-280-008, 93-21-21-280-016, 93-21-21-280-004, 93-21-21-280-006, 93-21-21-280-007, 93-21-21-279-003, and 93-21-21-277-001, and the City of Urbana (the “Corporate Authorities”) mutually agree to the following amendment to the Annexation Agreement authorized by Ordinance No. 2003-12-139 and entered into between John Hingtgen, Virgil Naugle, and Tatman Enterprises, Inc. and the Corporate Authorities on December 8, 2003:

A.

ARTICLE I. REPRESENTATIONS AND OBLIGATIONS OF THE SUCCESSOR IN INTEREST

The “Successor in Interest” agrees to the following provisions:

NEW PARAGRAPH IN SECTION 1. Ownership The Successor in Interest represents that the Successor in Interest is the sole record Owner of the parcels described in **Exhibit “X”**, and that the following amendment to the Annexation Agreement authorized by Ordinance No. 2003-12-139 and entered into between John Hingtgen, Virgil Naugle and Tatman Enterprises, Inc. and the Corporate Authorities on December 8, 2003 pertains only to the described parcels in Tract III in **Exhibit “X”**.

Exhibit X shall show all parcels in Tract III of the development, and specifically parcels owned by Tatman-Horve LLC

The Owners further agree that the substance of this Section of the Annexation Agreement Amendment shall be included in any sales contract for the sale of any portion of the subject tracts.

Section 2. Title Interests. The Successor in Interest represent that there are no mortgages or lien holders or holders of any security interest affecting title to the parcels described in **Exhibit X**.

Section 7. Single and Two-Family Residential Subdivision: The Successor in Interest agrees that the remaining portion of Tract III east of the described Common-Lot-Line Residential Development shall be developed as a single and two-family subdivision, as illustrated and attached hereto as Exhibit “X”. Common-lot-line development and two-family uses may require minor subdivision for development, as applicable. The subdivision must satisfy the requirements of the Urbana Subdivision and Land Development Code as well as the Urbana Zoning Ordinance.

Section 15. Access. Interior lots are limited to one (shared) access driveway. Corner lots are allowed to have up to two (2) access driveways but are limited to one access driveway along each street frontage and should be designed to maximize the distance away between the driveways and the roadway intersections.

ARTICLE II. REPRESENTATIONS AND OBLIGATIONS OF THE CORPORATE AUTHORITIES

The Corporate Authorities agree to the following provisions:

NEW SECTION, Section 9. Conditional Use Permit. The City agrees that the parcels in this amendment, owned by the Successor in Interest and described in Exhibit X, can be developed as common-lot-line duplexes, with conditional use permits granted by this amendment, which is permitted by Urbana Zoning Ordinance Table V-1 as a Conditional Use, and with minor subdivisions applied for through the Community Development Department, with the following conditions:

1. The Conditional Use Permits shall be applicable only to the confines of the tracts, as depicted in the attached **Exhibit “X”** Map and the legal description.
2. A Minor Development for the common-lot-line subdivision shall be applied for through the Community Development department.
3. Interior lots will be limited to one shared access drive. Corner lots are permitted to have two access driveways, one along each street frontage, and they will be designed to maximize the distance between driveways and roadway intersections.

ARTICLE III: GENERAL PROVISIONS

No change to this section

NEW SECTION, Section 7. Map of Single and Two-Family Residential Subdivision. Exhibit E to the Annexation Agreement, “Site Plan for Single-Family Residential

their free and voluntary acts, and the free and voluntary act of Tatman-Horve, LLC for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____ 2021.

Notary Public

City of Urbana, Illinois

By:

Diane Wolfe Marlin

Mayor

Date: _____, 2021

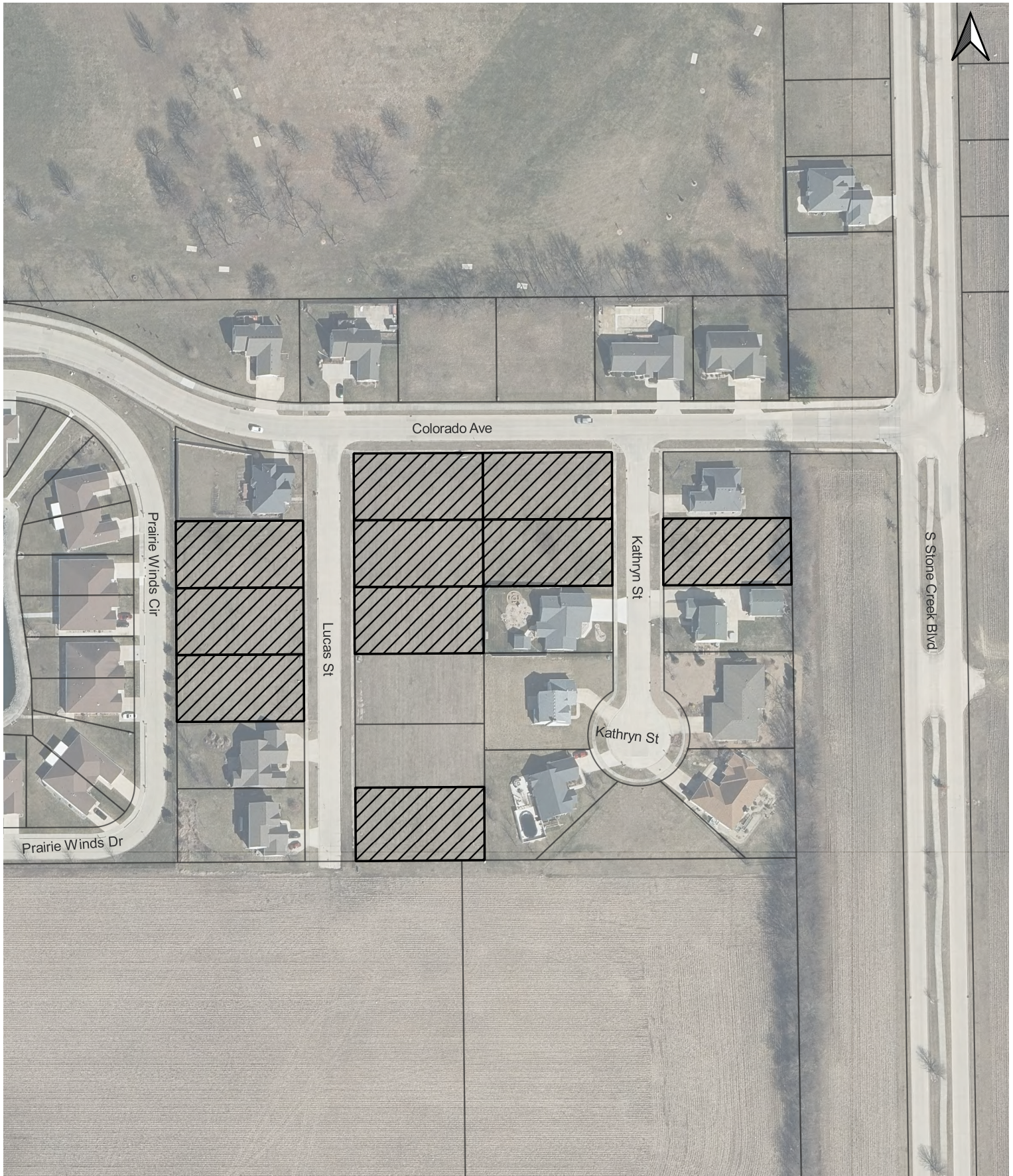
Attest:

Phyllis D. Clark

City Clerk

Ordinance No. 2021


Ordinance Exhibit E - Location Map, Tatman-Owned Parcels



CITY OF
URBANA

Case No. 2021-A-01
Subject Prairie Winds Annexation Agreement Amendment
Location Prairie Winds Subdivision
Petitioner Paul Tatman, Tatman-Horve LLC

Legend

 Tatman-Owned Parcels

Urbana Aerial 2020

0 75 150 ft



This instrument was prepared by:

Dave Wesner
Evans, Froehlich, Beth & Chamley
City Attorney
City of Urbana
400 S. Vine Street
Urbana, IL 61801

Mail recorded document to:

City of Urbana
Planning Division Manager
400 S. Vine Street
Urbana, IL 61801

City of Urbana

**AMENDMENT NO. 4 TO “HINGTGEN & NAUGLE”
ANNEXATION AGREEMENT**

Tatman-Horve LLC.
Paul Tatman
1808 Philo Road, Suite 102
Urbana, IL 61802-6016

**AMENDMENT NO. 4 TO “HINGTGEN & NAUGLE”
ANNEXATION AGREEMENT**

THIS Fourth Amendment (“4th Amendment”) is entered into for the purpose of amending an Agreement, originally made and entered into by and between the City of Urbana, Illinois, (herein after sometimes referred to collectively as the “Corporate Authorities” or the “City”) and John J. Hingtgen and Virgil J. Naugle (hereinafter referred to as the “Owners”) and the Paul Tatman (hereinafter referred to “Developer”) was adopted and executed under Ordinance No. 2003-12-139 on December 1, 2003 (“Annexation Agreement”).

WITNESSETH:

WHEREAS, the Annexation Agreement was made pursuant to and in accordance with the provisions of Section 11-15.1-1 et seq., of the Illinois Municipal Code (65-ILCS 5/11-15.1-1); and

WHEREAS, John J. Hingtgen and Virgil J. Naugle were the original Owners of record of three contiguous real estate tracts totaling approximately 31 acres, located on the south side of Colorado Avenue east of Philo Road, and having permanent index numbers of 30-21-21-200-026, 30-21-21-200-034, and 30-21-21-200-035 the legal description of which real estate is set forth in Exhibit “A” attached to the Annexation Agreement; and

WHEREAS, Exhibit “B” of the Annexation Agreement is a true and accurate representation of the tracts that were annexed to the City of Urbana under the provisions of the Annexation Agreement; and

WHEREAS, subsequent to annexation on March 15, 2004, the Owners sold Tracts II and III to the Developer to develop a Senior Retirement Center as a Residential Planned Unit Development (PUD), 42 residential condominiums as a Common-lot-line Residential Development, and a Single- and Two-Family Residential Subdivision as described in the Annexation Agreement; and

WHEREAS, the original Owners retained ownership of Tract I with the intention of constructing a banquet center that would serve the neighboring funeral home and require business zoning; and

WHEREAS, all three tracts were contiguous to the City of Urbana, and said Owners and the City determined that immediate annexation of tracts was in the best interest of both parties; and

WHEREAS, Tracts II and III as described in Exhibit “A” to the Annexation Agreement were directly converted to City R-2, Single-Family Residential Zoning upon annexation under the terms and provisions of the Urbana Zoning Ordinance and this agreement; and

WHEREAS, the City and the Owners found it necessary and desirable that Tract I, as described in Exhibit "A" be rezoned to the B-3, General Business Zoning District upon annexation for the future purposes of constructing a banquet center to be used in conjunction with the adjacent funeral home under the terms and provisions of the Urbana Zoning Ordinance and the Annexation Agreement; and

WHEREAS, Tracts I, II and III as described herein were annexed to the City of Urbana under Ordinance 2004-03-024 on March 15, 2004; and

WHEREAS, the current owner of Tract III, Tatman-Horve, LLC (the "Successor in Interest"), has proposed amendments to the originally approved Annexation Agreement that affect the terms and provisions of only Tract III as described here.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS SET FORTH HEREIN, THE PARTIES AGREE THE ORIGINAL ANNEXATION AGREEMENT IS HEREBY AMENDED TO READ AS FOLLOWS:

Tatman-Horve, LLC, the current owner of real estate parcels with permanent index numbers 93-21-21-276-001, 93-21-21-279-002, 93-21-21-280-005, 93-21-21-280-001, 93-21-21-280-008, 93-21-21-280-016, 93-21-21-280-004, 93-21-21-280-006, 93-21-21-280-007, 93-21-21-279-003, and 93-21-21-277-001, and the City of Urbana (the "Corporate Authorities") mutually agree to the following amendment to the Annexation Agreement authorized by Ordinance No. 2003-12-139 and entered into between John Hingtgen, Virgil Naugle, and Tatman Enterprises, Inc. and the Corporate Authorities on December 8, 2003:

A.

ARTICLE I. REPRESENTATIONS AND OBLIGATIONS OF THE SUCCESSOR IN INTEREST

The "Successor in Interest" agrees to the following provisions:

Section 1. Ownership. ~~The Owners represent that the Owners are the sole record Owner of the tracts described in Exhibit "A" and that the Owners shall, within thirty (30) days of the approval of this agreement cause the tracts to be annexed to the City of Urbana by filing a legally sufficient annexation petition with all required signatures thereon, all in accordance with Illinois Statutes. Until annexation of the subject tracts occur, the Owners shall require that any persons intending to reside thereon, whether as tenants or owners, shall, prior to residing thereon, irrevocably agree in writing to sign, join in, and consent to any petition for annexation of the subject tract. The Owners shall file such written agreement with the City Clerk within thirty (30) days of the signing of such. The City shall furnish to Owner the appropriate form to satisfy this obligation.~~

NEW PARAGRAPH IN SECTION 1. The Successor in Interest represents that the Successor in Interest is the sole record Owner of the parcels described in **Exhibit "X"**, and that the following amendment to the Annexation Agreement authorized by Ordinance No. 2003-12-139 and entered into between John Hingtgen, Virgil Naugle and Tatman Enterprises, Inc. and the Corporate Authorities on December 8, 2003 pertains only to the described parcels in Tract III in **Exhibit "X"**.

Exhibit X shall show all parcels in Tract III of the development, and specifically parcels owned by Tatman-Horve LLC

The Owners further agree that the substance of this Section of the Annexation Agreement Amendment shall be included in any sales contract for the sale of any portion of the subject tracts. ~~If the subject tracts are to be platted for subdivision, the Owners agree that the substance of this provision regarding annexation shall be included in the subdivision covenant and such will constitute a covenant running with the land.~~

Section 2. Title Interests. ~~The Owners represent that there are no mortgages or lien holders or holders of any security interest affecting title to the Tracts I, II and III described herein.~~

REPLACE WITH The Successor in Interest represent that there are no mortgages or lien holders or holders of any security interest affecting title to the parcels described in **Exhibit X**.

Section 7. Single-Family Residential Subdivision. ~~The Owners/Developer agree that the remaining portion of Tract III east of the described PUD Tract shall be developed as a single family residential subdivision as illustrated and attached hereto as Exhibit "E". Minor adjustments to the layout of the single family residential subdivision from the attached site plan in Exhibit "E" may be authorized as final engineering and surveying for the alignment of Colorado Avenue extended is determined. The subdivision must satisfy the requirements of the Urbana Subdivision and Land Development Code as well as the Urbana Zoning Ordinance.~~

REPLACE WITH – Section 7. Single and Two-Family Residential Subdivision: The Successor in Interest agrees that the remaining portion of Tract III east of the described Common-Lot-Line Residential Development shall be developed as a single and two-family subdivision, as illustrated and attached hereto as Exhibit "X". Common-lot-line development and two-family uses may require minor subdivision for development, as applicable. The subdivision must satisfy the requirements of the Urbana Subdivision and Land Development Code as well as the Urbana Zoning Ordinance.

NEW SECTION, Section 15. Access. Interior lots are limited to one (shared) access driveway. Corner lots are allowed to have up to two (2) access driveways but are limited to one access driveway along each street frontage and should be designed to maximize the distance away between the driveways and the roadway intersections.

ARTICLE II. REPRESENTATIONS AND OBLIGATIONS OF THE CORPORATE AUTHORITIES

The Corporate Authorities agree to the following provisions:

NEW SECTION, Section 9. Conditional Use Permit. The City agrees that the parcels in this amendment, owned by the Successor in Interest and described in Exhibit X, can be developed as common-lot-line duplexes, with conditional use permits granted by this amendment, which is permitted by Urbana Zoning Ordinance Table V-1 as a Conditional Use, and with minor subdivisions applied for through the Community Development Department, with the following conditions:

1. The Conditional Use Permits shall be applicable only to the confines of the tracts, as depicted in the attached Exhibit "X" Map and the legal description.
2. A Minor Development for the common-lot-line subdivision shall be applied for through the Community Development department.
3. Interior lots will be limited to one shared access drive. Corner lots are permitted to have two access driveways, one along each street frontage, and they will be designed to maximize the distance between driveways and roadway intersections.

ARTICLE III: GENERAL PROVISIONS

No change to this section

NEW SECTION, Section 7. Map of Single and Two-Family Residential Subdivision. Exhibit E to the Annexation Agreement, "Site Plan for Single-Family Residential Subdivision," is hereby deleted in their entirety, and replaced by Exhibit X, Map of Single and Two-Family Residential Subdivision.

B.

Signatures. The parties may sign this amendment in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures delivered by email in Adobe Portable Document Format (PDF) or by facsimile will be deemed original signatures for all purposes.

C.

Amendment Effective Date. The Corporate Authorities and Owners intend that this Amendment to the Annexation Agreement shall be recorded in the Office of the Campaign County Recorder with any expenses for said recording to be paid by the Corporate Authorities. This amendment will take effect upon execution by the Successor in Interest and the Corporate Authorities. The effective date of this 4th Amendment shall be the date it is recorded; or if not recorded for any reason, the effective date shall be the date the Mayor signs the agreement on behalf of the City.

D.

Phyllis D. Clark
City Clerk
Ordinance No. 2021

EXHIBIT B - PUBLIC INPUT

From: [Rhonda Collins](#)
To: [Trotter, Katherine](#)
Subject: Annexation Agreement Amendment
Date: Thursday, September 9, 2021 6:53:41 PM

*** Email From An External Source ***

We are writing because of our concerns with the Annexation Agreement Amendment for the Prairie Winds Subdivision. We built our home on Kathryn Street three years ago because of the low traffic cul-de-sac and single family home annexation. Currently there are minimum size requirements on single family homes.

We are concerned that the addition of duplexes will lower our property value and impact our ability to sell our property in the future if we wish to.

Thank you for your consideration.

Wayne and Rhonda Collins
1905 Kathryn
Urbana, Illinois

From: [Daniel Orchard](#)
To: [Trotter, Katherine](#)
Subject: Prairie Winds Tract III
Date: Monday, September 13, 2021 9:19:53 PM

*** Email From An External Source ***

Hello Kat,

My name is Dan Orchard. I purchased the property at 1906 Kathryn (in Prairie Winds Tract III) in January of 2007, and have lived here ever since. Most lots in Tract III were undeveloped at that time, but the details of the zoning and covenants assured me that this neighborhood would mature over time with a character desirable to me. A gradient of density was obvious and intentional--the assisted living facility to the west having high density, Prairie Winds Circle (composed of common lot line duplexes) having medium density, and Tract III to the east having low density. The latter of these is the primary purpose of the R-2 zoning district, allowing for a "limited proportion" of others. As houses have been built through the years on Kathryn, Lucas, and Colorado, I've been pleased with the maturation of the feel of the neighborhood.

The proposed plan would allow construction in Tract III which would drastically depart from both my initial expectation, and the ongoing trajectory of the neighborhood. My feeling is that the proposed use would create a very disjointed and discontinuous living experience, resulting from the haphazard aesthetic of clearly unplanned interspersal of these dwelling types.

The average Tract III lot averages 118.5 ft of street frontage, and in Prairie Winds Circle this frontage averages 63.7ft (source: calculation from plat maps). If all of the empty lots in Tract III were to be evenly subdivided for common lot line duplexes, their average street frontage would measure only 53.3 feet, with most being only 40 ft. The intentional lot planning of Prairie Winds Circle informs us that these proportions are not congruent with desirable standards, which is exacerbated further when considered in context of adjacent Tract III lots with single family detached homes.

Furthermore, on-street parking would become increasingly sparse. The covenants of this neighborhood require a two or three car garage per dwelling unit. Extrapolating the lot dimensions, likely driveway sizes, need for mailboxes, etc, it isn't unreasonable to think that there would be no on-street parking possible in the areas with the proposed structures. Kathryn is already lacking in on-street parking due to the tight cul de sac, and the proposal could leave as few as 7 on-street parking spaces for 14 dwelling units.

The Prairie Winds subdivision, overall, has 72 lots. Of these, 13 remain undeveloped. It would be a shame to make the remaining 18% of lots stand out in stark contrast with the 82% of the neighborhood that has been built according to the plan and expectations of its residents.

Ultimately, when I purchased in Prairie Winds, I was sold a bill of goods about the nature of the neighborhood--both present and future--a promise as to the surroundings I could expect at my home. I sincerely hope that this promise will be kept, and the character of this neighborhood preserved for the future. I ask that this proposal be declined.

Please include the details of this correspondence in all possible channels to the planning

committee and during the hearing.

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Thanks!

Dan Orchard