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Recording Cover Sheet

ORDINANCE NO. 2006-07-097

AN ORDINANCE APPROVING AND AUTHORIZING THE
EXECUTION OF AN ANNEXATION AGREEMENT (306 EAST
THOMPSON STREET / MATTHEW VARBLE)

(agreement attached)

2013R17928
REC ON: 07/25/2013 4:06:00 PM
CHAMPAIGN COUNTY
BARBARA A. FRASCA, RECORDER
REC FEE: 36.00
PAGES 15
PLAT ACT: OPLAT PAGE:

Prepared for recording by:

Deborah J. Roberts, Deputy City Clerk

400 S. Vine Street, Urbana, IL 61801

(G)

Return to:

Phyllis D. Clark, City Clerk
City of Urbana
400 S. Vine Street
Urbana, IL 61801

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION
OF AN ANNEXATION AGREEMENT**

(306 East Thompson Street / Matthew Varble)

WHEREAS, an Annexation Agreement between the City of Urbana, Illinois and Matthew Varble has been submitted for the Urbana City Council's consideration, a copy of which is attached; and,

WHEREAS, said agreement governs a tract totaling approximately ±0.15 acres located at 306 East Thompson Street and said tract is legally described as follows:

Lot 17 in Country Club Manor Subdivision, as per Plat recorded in Plat Book "F" at Page 309, situated in Champaign County, Illinois.

PIN No.: 30-21-08-227-011

WHEREAS, The City Clerk of Urbana, Illinois, duly published notice on the 3rd day of July, 2006 in the News-Gazette, a newspaper of general circulation in the City of Urbana, that a public hearing would be held with the City Council of Urbana on the matter of the proposed Annexation Agreement and the proposed rezoning of the tract; and

WHEREAS, the City of Urbana, Illinois also mailed notice of the public hearing to each of the Trustees of the Eastern Prairie Fire Protection District on the matter; and

WHEREAS, on the 17th day of May, 2006, the Urbana City Council held a public hearing on the proposed Annexation Agreement; and

WHEREAS, prior to the aforesaid public hearing held by the Urbana City Council, after due and proper notice, a public hearing was held before the Urbana Plan Commission on the 6th day of July, 2006, to consider the proposed Annexation Agreement and the rezoning from Champaign County R-2, Single-

Family Residential Zoning District to the City R-5, Medium High Density Multiple Family Residential Zoning District upon annexation in Plan Case No. 2006-A-07 and 2004-M-06; and

WHEREAS, the Urbana City Council has determined that the proposed Annexation Agreement is in general conformance with the goals and objectives of the City of Urbana's Official Comprehensive Plan; and,

WHEREAS, the Urbana City Council, having duly considered all matters pertaining thereto, finds and determines that the proposed annexation agreement 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. That the Annexation Agreement between the City of Urbana, Illinois and Matthew Varble, a copy of which is attached and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2. That 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 Annexation Agreement, for and on behalf of the City of Urbana, Illinois.

Section 3. The City Clerk is directed to record a certified copy of this Ordinance and the Annexation Agreement herein approved, as amended, with the Recorder of Deeds of Champaign County, Illinois.

This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called of two-thirds of the members of the Corporate Authorities of the City of Urbana, Illinois, then holding office, at a special meeting of said Council.

PASSED by the City Council this 24th day of July,
2006.


AYES: Barnes, Bowersox, Chynoweth, Smyth, Stevenson,
and Mayor Prussing

NAYS:

ABSTAINS:

APPROVED by the Mayor, this 25th day of July,

2006.



Phillip D. Clark
Phillip D. Clark, City Clerk
Robert J. Adams
Robert J. Adams, Deputy Clerk
Laurel Lunt Prussing
Laurel Lunt Prussing, Mayor

2006-07-097

Annexation Agreement

(306 East Thompson Street / Matthew Varble)

THIS Agreement is made and entered into by and between the **City of Urbana**, Illinois, (hereinafter sometimes referred to as the "Corporate Authorities" or the "City") and **Matthew Varble** (hereinafter referred to as the "Owner"). The effective date of this Agreement shall be as provided in Article III, Section 6.

WITNESSETH:

WHEREAS, this Agreement is 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, Matthew Varble is the Owner of record of a certain parcel of real estate located at 306 East Thompson Street, the legal description of which real estate is set forth in Exhibit A attached hereto and referenced herein as "the tract"; and

WHEREAS, the attached map, labeled Exhibit B, is a true and accurate representation of the tract to be annexed to the City of Urbana under the provisions of this agreement; and

WHEREAS, the tract is contiguous to the City of Urbana and may be immediately annexed; and

WHEREAS, the tract is currently zoned R-2, Single-Family Residential in Champaign County and the City and the Owners find it necessary and desirable that the tract be annexed to the City with a zoning classification of R-4, Medium Density Multiple Family Residential, under the terms and provisions of the Urbana Zoning Ordinance in effect upon the date of annexation, as amended, and subject to the terms and conditions set forth in this Agreement; and

WHEREAS, the Corporate Authorities find annexation of the tract as described herein as R-4, Medium Density Multiple Family Residential generally reflects the goals, objectives and policies set forth in the City's 2005 Urbana Comprehensive Plan, as amended from time to time; and

WHEREAS, the Owner desires to have the aforementioned real estate annexed to the City of Urbana upon certain terms and conditions hereinafter set forth in this Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. REPRESENTATIONS AND OBLIGATIONS OF THE OWNER

The Owner agrees to the following provisions:

Section 1. Ownership and Annexation. The Owner represents that the Owner is the sole record Owner of the property described in Exhibit A and that the Owner shall, upon completion of all required improvements in Exhibit C (except for Items 10 & 11) relating to Code compliance, file a legally sufficient annexation petition with the City of Urbana within thirty (30) days of the approval of said improvements.

The Owner further agrees that the substance of this Section of the Annexation Agreement shall be included in any sales contract for the sale of any portion of the subject property. If the subject tract is to be platted for subdivision, the Owner agrees 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. The Owner agrees for itself, successor and assigns, and all other persons intended herein to be obligated to consent to annexation, to cooperate in signing or joining in any petition for annexation for the subject tract and that mandamus would be an appropriate remedy in the event of refusal so to do, and, if the City has to resort to Court proceedings to enforce this obligation, the City shall be entitled to recover reasonable attorney's fees. The Parties agree that nothing in this section shall preclude the voluntary annexation of the subject tract or any portion thereof earlier than would otherwise be required.

Section 2. Authority to Annex. The Owner agrees and hereby stipulates that the City, by its approval, execution or delivery of this Agreement does not in any way relinquish or waive any authority it may have to annex the tract in the absence of this Agreement.

Section 3. Zoning. The Owner acknowledges that upon annexation, the tract will be rezoned from Champaign County R-2, Single-Family Residential Zoning District to City R-4, Medium Density Multiple-Family Residential Zoning District. The Owner agrees to use the tract only in compliance with the Urbana Zoning Ordinance and this agreement as such may be amended from time to time. For the duration of this agreement, the Owner shall be entitled to R-4 zoning or its equivalent in the event of any general rezoning of the area in which the property is located.

Section 4. Land Uses. The Owner agrees that the uses of the tract shall be limited to those allowed within the R-4, Medium Density Multiple-Family Residential Zoning District.

Section 5. Building Code Compliance. Pursuant to an oral agreement between the parties, a code inspection of the property has been conducted by the City, to ensure that the existing site and structure conform to all applicable City codes and regulations including building, zoning and

subdivision codes, and the Property Maintenance Code. The results of that inspection are attached as Exhibit C.

All items in Exhibit C which do not conform with the applicable City of Urbana codes and regulations must be addressed to the satisfaction of the Urbana Building Official prior to the filing of an annexation petition seeking to officially annex the subject property into the City of Urbana. Pursuant to Items 10 & 11 of Exhibit C, the parties acknowledge that the basement dwelling does not meet minimum City requirements and cannot meet Code requirements through any reasonable rehabilitation or repair. The Owner retains the right to seek a variance for this unit upon annexation. The City and its administrative bodies shall consider a petition for a variance on its merits, but shall be under no contractual obligation to grant a variance pursuant to this agreement. If a variance is not granted, owner shall forthwith vacate the basement unit and not rent it or otherwise use this unit as a residence.

The Owner agrees to cause all new development, construction, remodeling or building additions on said tracts to be in conformance with all applicable City of Urbana codes and regulations including building, zoning and subdivision codes.

Section 6. Amendments Required. The Owner shall take no action or omit to take action during the term of this Agreement which action or omission, as applied to the tract, would be a breach of this Agreement, without first procuring a written amendment to this Agreement duly executed by the Owner and the City. Said action includes petitioning for a county rezoning of said tracts without written amendment to this Agreement.

Section 7. Driveway and Parking Area. Prior to the adoption of an ordinance officially annexing the subject property into the City of Urbana, the access drive and off-street parking area for the subject property must be improved and paved with a dust-free hard surface in accordance with Article VIII. Parking and Access, of the Zoning Ordinance of the City of Urbana.

ARTICLE II. REPRESENTATIONS AND OBLIGATIONS OF THE CORPORATE AUTHORITIES

The Corporate Authorities agree to the following provisions:

Section 1. Annexation. If all improvements listed in Exhibit C are addressed to the satisfaction of the Urbana Building Official, and owner submits a legally sufficient petition for annexation, the Corporate Authorities agree to annex said tract subject to the terms and conditions outlined in this Agreement, when properly and effectively requested to do so, by submission of a legally sufficient petition from the Owner, by enacting such ordinances as may be necessary and sufficient to legally and validly annex said tract to the City.

Section 2. Zoning. The Corporate Authorities agree to annex the tract with a zoning classification of R-4, Medium Density Multiple-Family Residential.

ARTICLE III: GENERAL PROVISIONS

Section 1. Term of this Agreement. This Agreement shall be binding upon the parties hereto, and their respective successors and assigns, for a full term of twenty (20) years commencing as of the effective date of this Agreement as provided by the Illinois State Statutes, unless other provisions of this Agreement specifically apply a different term. To the extent permitted thereby, it is agreed that, in the event the annexation of subject tract under the terms and conditions of this Agreement is challenged in any court proceeding, the period of time during which such litigation is pending shall not be included in calculating said twenty-year term. By mutual agreement, the term of this Agreement may be extended.

If this Agreement imposes any obligation, restraint, or burden (hereinafter called collectively "obligation") on the Owner or the Owner's successors or assigns, which obligation extends beyond the termination date of this Agreement, such obligation may be released by the Urbana City Council enacting an Ordinance releasing such obligation by a majority vote of all Alderpersons then holding office and the recording of such Ordinance in the Champaign County Recorder's Office, Champaign County, Illinois.

Section 2. Covenant running with the land. The terms of this Agreement constitute a covenant running with the land for the life of this Agreement unless specific terms are expressly made binding beyond the life of this Agreement. Furthermore, the terms herein are hereby expressly made binding upon all heirs, grantees, lessees, executors, assigns and successors in interest of the Owner as to all or any part of the tracts, and are further expressly made binding upon said City and the duly elected or appointed successors in office of its Corporate Authorities.

Section 3. Enforcement. The Owner and Corporate Authorities agree and hereby stipulate that any party to this Agreement may, by civil action, mandamus, action for writ of injunction or other proceeding, enforce and compel performance of this Agreement or the party not in default may declare this Agreement null and void in addition to other remedies available. Upon breach by the Owner, the City may refuse the issuance of any permits or other approvals or authorizations relating to development of the tract.

Section 4. Severability. If any provision of this Agreement is rendered invalid for any reason, such invalidation shall not render invalid other provisions of this Agreement which can be given effect even without the invalid provision.

Section 5. Effective Date. The Corporate Authorities and Owner intend that this Agreement shall be recorded in the Office of the Champaign County Recorder with any expenses for said recording to be paid by the Corporate Authorities. The effective date of this Agreement 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.

IN WITNESS WHEREOF, the Corporate Authorities and Owner have hereunto set their hands and seals, and have caused this instrument to be signed by their duly authorized officials and the corporate seal affixed hereto, all on the day and year written below.

Corporate Authorities

City of Urbana:

Laurel Lunt Prussing
Laurel Lunt Prussing
Mayor

8/4/06
Date

Owner:

Matthew Varble
Matthew Varble

August 1, 2006
Date

ATTEST:

Phyllis D. Clark
Phyllis D. Clark
City Clerk

8/7/06
Date

ATTEST:

Valerie L. Barton
Notary Public

August 1, 2006
Date

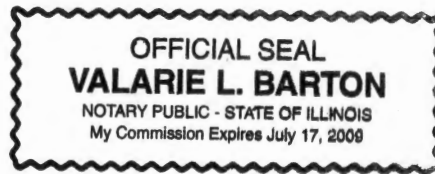


Exhibit A

Legal Description

Lot 17 in Country Club Manor Subdivision, as per Plat recorded in Plat Book "F" at Page 309, situated in Champaign County, Illinois.

PIN No.: 30-21-08-227-011

Exhibit B

Map of Tract

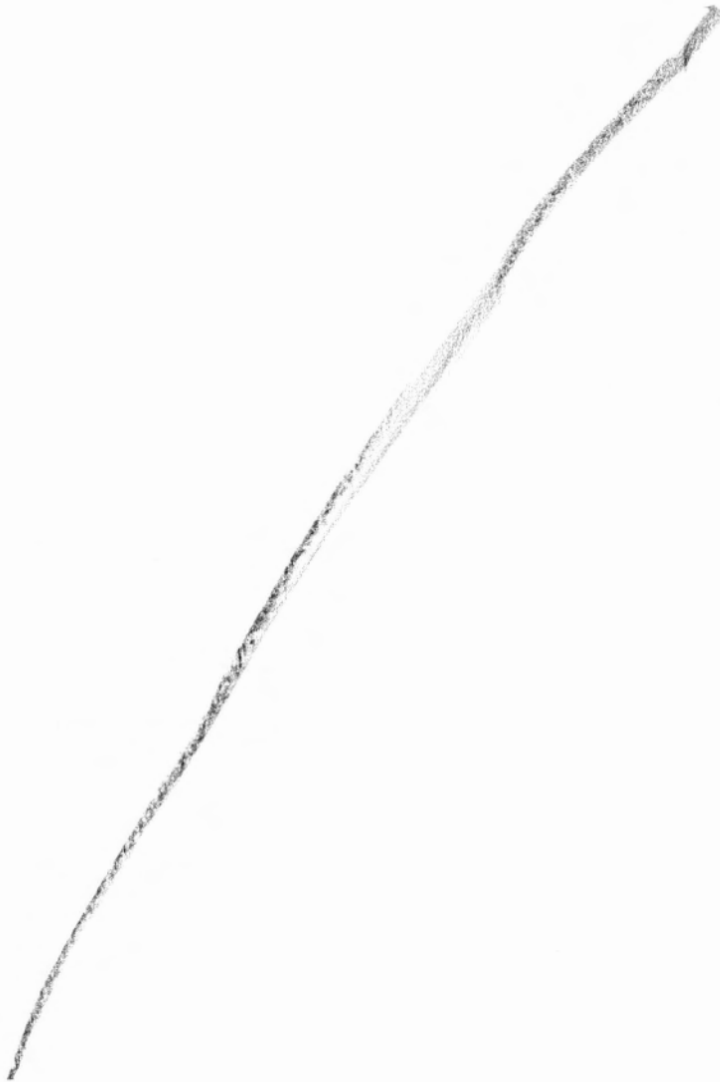
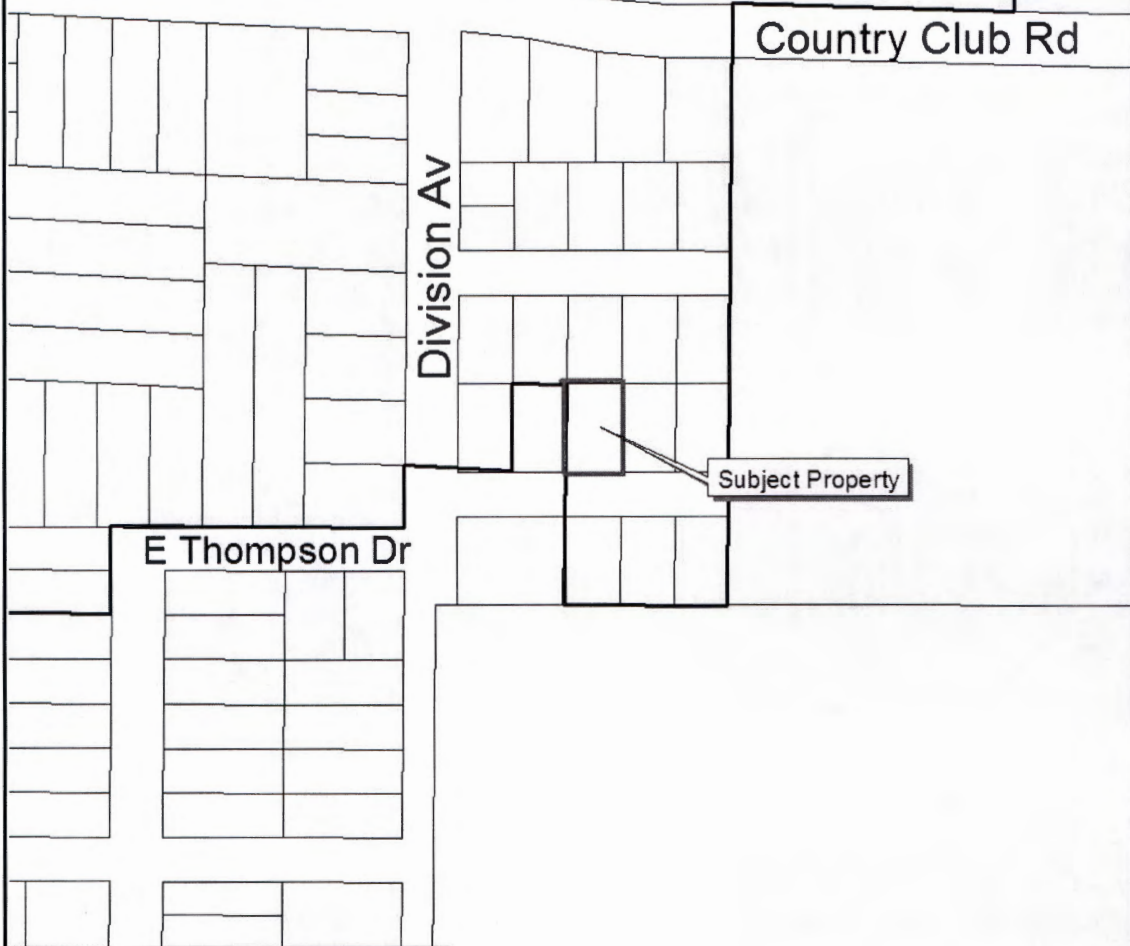
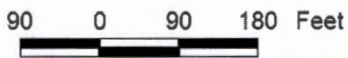


Exhibit A: Location Map



Subject Property



Plan Case: 2006-A-07
Petitioner: Matthew Varble
Location: 306 E. Thompson, 30-21-08-227-011
Description: Annexation Agreement for 306 E. Thompson

Prepared 6/12/2006 by Community Development Services - rkb

Exhibit C

Property Maintenance Code Items to be Addressed Prior to Annexation

1. The front entry doors to the dwelling units are lacking peepsites, (PM-302.13). Install peepsites on the front entry doors at 4 ½ to 5 feet above floor level.
2. Several windows throughout the dwelling units are lacking security latches, (PM-302.11.2). Install security latches on all of the windows that are lacking them.
3. The back entry doors on the apartments are not an approved assembly due to the large glass area, (PM-302.13). Replace the doors with solid core 1 3/8 inch wood or metal or install security bars over the glass panel.
4. Apartment #1 has cracked window glass at the kitchen, (PM-302.11.1). Replace the broken glass.
5. Apartment #5 contains cracked glass in the bedroom window, (PM-302.11.1). Replace the broken glass.
6. Apartment #2: the bedroom window contains cracked glass, (PM-302.11.1). Replace the broken glass.
7. Apartment #2 is lacking a smoke detector near the sleeping area, (PM-704.5). Install a smoke detector at or near the bedroom.
8. The plumbing waste and drain piping in the basement has been improperly installed, (PM-503.1). Replumb the drain lines to meet the State of Illinois' plumbing code. This requires an Illinois licensed plumber with the proper permit. Your plumber may contact Mr. Corey Ireland, Urbana Plumbing/Mechanical Inspector, at 217-384-2435 for permit information.

9. The mechanical area is lacking a spot sprinkler, (PM-601.3.1). Install a spot sprinkler at the mechanical area.
10. The dwelling unit in the basement is lacking adequate headroom height, (PM-403.8). The basement is not approved for occupancy.
11. The bedroom in the basement dwelling does not meet egress requirements, (PM-701.8.1). The basement dwelling is not approved for occupancy.
12. The bathroom drain in the basement is not properly vented, (PM-503.1). Make needed repairs to vent the basement bathroom to meet the State of Illinois Plumbing Code.
13. There is a hole in the drywall ceiling at the rear entry door, (M-303.3). Make needed repairs to the drywall to eliminate the ceiling defects.
14. The electrical service and the electrical system are deficient and pose potential numerous hazards. The electrical service is currently inadequate for the load being served, (PM-602.1.3).
15. There is no main disconnect nor over current protection for the service entrance conductors, (PM-602.2 & 602.3 and NEC 230.70a1).
16. The feeder conductors are improperly tapped, not grounded, improperly fused, and improperly terminated, with improperly fused (over fused or no over-current protection what so ever) branch circuits originating from the feeders, (PM-602.2 & 602.3). Additionally, the feeder conductors are routed in an unapproved manner to create a potential hazard due to heating, (PM-602.2).
17. There is inadequate branch circuit throughout the building, (PM-602.2 & 602.3).
18. The kitchen receptacle outlets are not ground fault circuit interrupter (GFCI) protected, (PM-602.1.1).
19. There are no bathroom receptacle outlets, (PM-602.1.1).
20. Rewire the building to the City of Urbana's requirements to include a properly sized and metered service on the exterior of the building, adding additional branch circuits in the individual apartments, additional receptacle outlets in the apartments per PM-602.1.1, GFCI protection for the kitchen receptacles and GFCI protected outlets in the bathrooms.
21. Remove the electrical equipment from beneath the stair riser to the second floor.

2006-07-097

FILED

2006 SEP -6 AM 8:43

IN THE OFFICE OF THE
URBANA CITY CLERK

Petition for Annexation
To
THE CITY COUNCIL OF THE CITY OF URBANA
CHAMPAIGN COUNTY, ILLINOIS

The Petitioner, Matthew Varble respectfully state under oath:

1. Petitioner is the sole owner of record of the following legally described land (hereinafter sometimes referred to as Tract A), except any public right-of-way property to wit:

TRACT A:

Lot 17 in Country Club Manor Subdivision, as per Plat recorded in Plat Book "F" at Page 309, situated in Champaign County, Illinois.

PIN No.: 30-21-08-227-011

2. Said Tract is not situated within the corporate limits of any municipality, but is, or will be, contiguous to the City of Urbana, Illinois at the time of annexation.
3. At least fifty-one percent (51%) of all electors residing in said Tract have signed this petition.

PETITIONERS RESPECTFULLY REQUEST:

1. That said Tract described above herein be annexed to the City of Urbana, Illinois pursuant to Section 5/7-1-8 of the Municipal Code of the State of Illinois, as amended (65 ILCS 5/7-1-8).
2. That said Tract be annexed in accordance with the terms of an annexation agreement to be passed by Ordinance of the City of Urbana and approved by the Mayor of the City of Urbana.

Dated this 29 day of August, 2006.

Owner:

Matthew Varble

Matthew Varble

8/29/06

Date

Subscribed and sworn to before me this

29th day of *August*, 2006, A.D.

Kathleen A. Beal

Notary Public

My Commission Expires: *Nov 4, 2008*

