

4576

KANE COUNTY DEVELOPMENT DEPARTMENT
Subdivision and Zoning Division, Kane County Government Center
719 Batavia Avenue
Geneva, Illinois 60134
Office (630) 444-1236 Fax: (630) 232-3411

Received Date

**APPLICATION FOR ZONING MAP AMENEDMENT
AND/OR SPECIAL USE**

To request a map amendment (rezoning) and/or special use for a property, complete this application and submit it with all required attachments to the Subdivision and Zoning Division.

The information you provide must be complete and accurate. If you have a question please call the subdivision and zoning division, and we will be happy to help you.

1. Property Information:

Parcel Number(s): 12-21-426-040
Street Address: Vacant land at the south terminus of Evergreen Drive,
south of Main Street, Batavia, Illinois.

2. Applicant Information:

Name: Stephen Lammel
Address: c/o Patrick M. Griffin; Griffin Williams McMahon & Walsh LLP
21 N. 4th St., Geneva, IL 60134
Phone: 630-524-2566
Fax: 630-262-0644
Email: pgriffin@gwmwlaw.com

3. Owner of Record Information:

Name: Stephen Lammel
Address: 168 Hidden Pond Cir.
Aurora, IL 60504-5836
Phone: 630-340-1734
Email: lammel@fnal.gov

4. Zoning and Use Information:

2040 Plan Land Use Designation: Rural Residential
Current Zoning: F District - Farming
Current Use: Vacant land
Proposed Zoning / Special Use: R1 District – One-family Residential
Proposed Use: Single family residence.
Planned Improvements: Construction of Single Family Residence in N/E quadrant.

5. Additional Information:

Applicant intends to obtain zoning through the County and then request a building permit for construction of a single family residence in the northeast quadrant of the property. The applicant will utilize Com Ed for electricity and a private well for water. Pursuant to a pre-annexation agreement with the City of Batavia (included with this application), the applicant intends to convert the permit to the City and connect to City sewer for the first house.

Attachment Checklist

- 1. Plat of Survey prepared by an Illinois Registered Land Surveyor
- 2. Legal Description
- 3. Completed Land Use Opinion Application
- 4. EcoCAT / IDNR Closure Letter
- 5. Notice to Adjacent Property Owners / List of Adjacent Property Owners
- 6. Findings of Fact Sheet Worksheets for Rezoning
- 7. Application Fee
- 8. Draft Pre-annexation Agreement with City of Batavia

I (we) certify that this application and the documents submitted with it are true and correct to the best of my (our) knowledge and belief.

 /s/ **Stephan Lammel**
 Record Owner

 April 16, 2021
 Date

 /s/ **Patrick M. Griffin**
 Applicant or Authorized Agent

 April 16, 2021
 Date

FINDINGS OF FACT SHEET – REZONING

- *The Kane County Zoning Board is required to make findings of fact when considering a rezoning (map amendment)*
- *You should “make your case” by explaining specifically how your proposed rezoning relates to each of the following factors.*

Stephan Lammel
Applicant

April 16, 2021
Date

1. How does your proposed use relate to the existing uses of property within the general area of the property in question?

Applicant proposes the property be used as a single family residence. The property is surrounded by existing single family residences on all sides, as well as several vacant parcels. The proposed use is consistent with the surrounding uses.

2. What are the zoning classifications of properties in the general area of the property in question?

The zoning classifications in the general area of the property include F District Farming zoning for the unincorporated parcels and R0 Single Family Residential and R1-L Single Family Low Density Residential for the properties within the Batavia City limits.

3. How does the suitability of the property in question relate to the uses permitted under the existing zoning classification?

The property is not well-suited for farming as it is approximately 2.23 acres, is located in a single family residential neighborhood, and is surrounded on all sides by single family homes. The property cannot be improved with a single family residence without the requested rezoning.

4. What is the trend of development, if any, in the general area of the property in question?

The property is located within an established residential neighborhood.

5. How does the projected use of the property, relate to the Kane County 2040 Land Use Plan?

The Kane County 2040 Land Use Plan identifies the property as Urban Residential / Mixed Use Infill. The applicant’s proposed residential use conforms with the 2040 Land Use Plan.

May 20, 2021

Stephen Lammel

Rezoning from F-District Farming to R-1 District One Family Residential

Special Information: The petitioner is seeking a rezoning to allow a single family home to be built on the northeast portion of the property. The petitioner has entered into a pre-annexation agreement with the City of Batavia to convert the permit to the City and connect to the City sewer for the first home.

Analysis: The Kane County 2040 Land Use Plan designates this area as Urban Neighborhood / Mixed Use Infill. The purpose of this designation is to protect and improve existing residential neighborhoods and identify opportunities for the creation of additional livable, sustainable, and healthy neighborhoods and communities.

Findings of Fact:

1. The rezoning would allow one single family to be constructed on the property.

Attachments: Location Map
 Township Map
 Petitioner's finding of fact sheet

**ANNEXATION AGREEMENT
BETWEEN THE CITY OF BATAVIA
AND STEPHAN JOSEF LAMMEL**

NOW COMES STEPHAN JOSEF LAMMEL the current owner of certain real property described in the attached Exhibit "A", hereafter referred to as the "Property" located in the 400 Block of Evergreen Drive, Batavia, IL 60510, PIN 12-21-426-040, hereinafter referred to as the "Owner" and the City of Batavia, an Illinois Municipality hereinafter referred to as the "City", who do hereby enter into this Annexation Agreement hereinafter referred to as the "Agreement" as follows:

WHEREAS, each party agrees that it is in the best interest of Owner and the City to annex the Property described in the attached Exhibit "A," at a time described herein; and,

WHEREAS, the Property is an approximately 2.23 acre site currently vacant and not presently located within the corporate limits of any municipality, but is contiguous to and may be annexed to the City of Batavia as provided Article 7 of the Illinois Municipal Code; and,

WHEREAS, all other and further notices, publications, procedures, public hearings and other matters attendant to the consideration and approval of this Agreement have been given, made, held and performed by the City as required by Section 11-15.1-1 et seq. of the Illinois Municipal Code, and all other applicable statutes, and all applicable ordinances, regulations and procedures of the City. This Agreement is made and entered into by the parties pursuant to the provisions of Section 11-15.1-1 et seq. of the Illinois Municipal Code; and,

WHEREAS, the corporate authorities have duly considered all necessary petitions to enter into this Agreement, and have further duly considered the terms and provisions of the Agreement and have, by an ordinance duly adopted by a vote of two-thirds (2/3) of the Corporate Authorities then holding office, authorized the Mayor to execute, and the City Clerk to attest, this Agreement on behalf of the City.

NOW THEREFORE, the parties agree as follows:

1. Upon approval of this Agreement, City agrees to allow connection to the existing sanitary sewer system for one (1) single family residence. Said approval shall be subject to all connection and permitting fees per City Code. Said connection shall be allowed for one (1) residence and annexation shall not be required prior to construction of said residence. Said residence shall conform to the R-IL standards for future lot area and setbacks.
2. Upon further development or redevelopment of the Property, the Owner shall petition to annex the Property, including the single family residence referenced herein, to the City of Batavia. Said signed petition shall be submitted as a part of this Agreement. This Agreement and the petition to annex shall run with the land and no further petitioning shall be required by the Owner

or any subsequent purchasers of the Property, in whole or in part. The City may act upon and annex the property at any time at its discretion subject to the terms of this Agreement.

3. Prior to further development of the property beyond the one (1) single family residence, this Agreement shall be amended to address conditions of development approval including dedication of land for an extension of Evergreen Drive through the property from its current terminus to the south end of the Property, including roadway and utility construction, subdivision requirements, posting of surety and payment of development and impact fees. Upon development of the Property, all typical development fees shall be applicable. City Fire and Public Works Capital fees shall be payable for the first house upon annexation. These include but are not necessarily limited to school and park land-cash fees, and fire and public works capital impact fees. No additional development of the Property shall occur unless and until the Property is annexed into the City of Batavia. Owner and City agree that while Owner shall be required to provide the full dedication of land for an extension of Evergreen Drive at the time of annexation, construction of the roadway improvements shall only be required to extend to the location of the subsequent homes as they are constructed.

4. If additional portions of the property are subdivided and/or developed, the Owner shall extend the City's water, sewer and electric utilities to service the Property as directed by the City. Upon extension of the utilities, Owner shall connect the residences, if constructed, to the water and electric utilities at owner's cost.

5. Owner and City recognize that the Property is in an area that is generally surrounded by the City limits of Batavia and could be subject to annexation pursuant to 65 ILCS 5/7-1-13 of the Illinois Municipal Code. If the City does annex the Property in such manner or any other manner allowed by Statute, this Agreement shall remain in force and the property shall be subject to all City regulations except where modified herein. The City agrees to recognize and accept a building permit issued by Kane County for the first single family residence herein referenced, and will assume the inspections and issuance of a certificate of occupancy if the annexation takes place prior to completion of construction. The City will initially zone the Property in the R0 Zoning District, but upon further development will allow for an R-1L Low Density Single Family District on this Property or any other zoning district as requested by Owner and approved by the City Council. Such zoning district shall survive this Agreement.

6. The Owner and City acknowledge that this Agreement is entered into for the Property as it currently exists in a "pre-development" status. At the time development is proposed for the property (except for the first single family residence herein referenced), Owner and City will amend this Agreement to more specifically address the development conditions to be considered at that time.

7. This Agreement shall be binding upon the parties and their respective successors and assigns for twenty (20) years, commencing as of the date hereof, and for such further term as may hereinafter be agreed to between Owner and City and authorized by statute, and by City Ordinance. If any of the terms of this Agreement, or the annexation or zoning of the property, is challenged in any Court proceeding, then, to the extent permitted by law, the period of time during which such litigation is pending shall not be included in calculating said twenty (20) year period. The expiration of the term of this Agreement shall not affect the continuing validity of the zoning of the Property or any ordinance enacted by the City pursuant to this Agreement.

8. Force Majeure. The occurrence of an event which materially interferes with the ability of a party to perform its obligations or duties hereunder which is not within the reasonable control of the party affected, not due to malfeasance, and which could not with the exercise of due diligence have been avoided ("Force Majeure"), including, but not limited to, fire, accident, labor difficulty, strike, riot, civil commotion, act of God, delay or errors by shipping companies or change in Law shall not excuse such party from the performance of its obligations or duties under this Agreement, but shall merely suspend such performance during the continuation of Force Majeure. The party prevented from performing its obligations or duties because of Force Majeure shall promptly notify the other party hereto of the occurrence and particulars of such Force Majeure and shall provide the other party, from time to time, with its best estimate of the duration of such Force Majeure and with notice of the termination thereof. The party so affected shall use its best efforts to avoid or remove such causes of nonperformance. Upon termination of Force Majeure, the performance of any suspended obligation or duty shall promptly recommence. Neither party shall be liable to the other party for any direct, indirect, consequential, incidental, special, punitive or exemplary damages arising out of or relating to the suspension or termination of any of its obligations or duties under this Annexation Agreement by reason of the occurrence of Force Majeure.

9. Notices. Any notice required or permitted by the provision of this Agreement shall be in writing and sent by certified mail, return receipt requested, or personally delivered, to the parties at the following addresses, or at such other addresses as the parties may, by notice, designate:

If to the City: Laura Newman, City Administrator
City of Batavia
100 N. Island Avenue
Batavia, Illinois 60510

With a Copy to: Kevin Drendel, City Attorney
111 Flinn Street
Batavia, Illinois 60510

If to Owners: Stephan Josef Lammel
168 Hidden Pond Circle
Aurora, IL 60504

With a Copy to: Patrick M. Griffin
Griffin Williams McMahan & Walsh LLP
21 N. 4th St.
Geneva, IL 60134
Phone: 630-524-2566
Email: pgriffin@gwmwlaw.com

10. This Agreement shall be binding upon the successors, heirs and assigns of each party thereto.

11. If any portion of this Agreement is determined to be invalid the remaining portions thereof shall be in full force and effect between Owner and the City.

IN WITNESS WHEREOF the undersigned parties have executed this Agreement this _____ day of _____, 2021.

CITY OF BATAVIA

OWNER

Mayor

Stephan Josef Lammel

ATTEST:

City Clerk

Prepared By and Return To:

Scott Buening
City of Batavia
100 N. Island Avenue
Batavia, IL 60510

EXHIBIT "A"

Legal Description

3/23/2020 dl copied from .dwg

679102

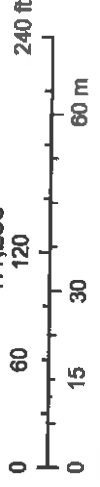
THAT PART OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST 1/4; THENCE NORTH ALONG THE EAST LINE OF SAID QUARTER SECTION 1358.28 FEET TO THE CENTER LINE OF WALNUT STREET; THENCE NORTH 87 DEGREES 20 MINUTES WEST ALONG THE CENTER LINE AND CENTER LINE EXTENDED OF SAID WALNUT STREET 844.40 FEET TO A POINT HEREAFTER REFERRED TO AS POINT "A", THENCE CONTINUING NORTH 87 DEGREES 20 MINUTES WEST ALONG SAID CENTER LINE EXTENDED 218.5 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH 87 DEGREES 20 MINUTES WEST ALONG SAID CENTER LINE EXTENDED, 197.5 FEET TO THE EASTERLY LINE OF JAMESLAND SUBDIVISION IN BATAVIA TOWNSHIP, THENCE NORTH 00 DEGREES 20 MINUTES WEST ALONG SAID EASTERLY LINE 322.25 FEET TO THE SOUTHWEST CORNER OF LOT 8 OF V.E. ANDERSON ADDITION; THENCE SOUTH 89 DEGREES 31 MINUTES EAST ALONG THE SOUTHERLY LINE OF LOT 8, A DISTANCE OF 133.00 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTHERLY, EASTERLY AND NORTHERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 75.00 FEET, A DISTANCE OF 235.62 FEET TO THE SOUTHWEST CORNER OF LOT 7 IN SAID V.E. ANDERSON ADDITION; THENCE SOUTH 89 DEGREES 31 MINUTES EAST ALONG THE SOUTHERLY LINE OF LOT 7, A DISTANCE OF 139.94 FEET TO THE SOUTHEAST CORNER OF SAID LOT 7; THENCE SOUTH 1 DEGREE 27 MINUTES 11 SECONDS WEST ALONG A LINE THAT IF EXTENDED WOULD INTERSECT THE CENTER LINE EXTENDED OF WALNUT STREET AT A POINT "A" HERETOFORE DESCRIBED, A DISTANCE OF 176.42 FEET; THENCE NORTH 87 DEGREES 11 MINUTES 57 SECONDS WEST 217.38 FEET, THENCE SOUTHERLY 163.56 FEET TO THE POINT OF BEGINNING, IN TOWNSHIP OF BATAVIA, KANE COUNTY, ILLINOIS.

Map Title



April 30, 2021

1:1,286



GIS-Technologies

These layers do not represent a survey. No Accuracy is assumed for the data delineated herein, either expressed or implied by Kane County or its employees. These layers are compiled from official records, including plats, surveys, recorded deeds, and contracts, and only contains information required for local government purposes. See the recorded documents for more detailed legal information.

GIS-Technologies
Kane County Illinois

Applicant: Stephen Lammel
Contact: Patrick M. Griffin
Address: 168 Hidden Pond Cir.
Aurora, IL 60504

IDNR Project Number: 2108511
Date: 12/12/2020

Project: Lammel Rezoning
Address: Vacant parcel at terminus of Evergreen Dr., Batavia

Description: Rezoning 2.23 acres from F District Farming to F1 Rural Residential.

P.I.N. 12-21-426-040

Natural Resource Review Results

Consultation for Endangered Species Protection and Natural Areas Preservation (Part 1075)

The Illinois Natural Heritage Database shows the following protected resources may be in the vicinity of the project location:

Mooseheart Ravine INAI Site
Black-Crowned Night Heron (*Nycticorax nycticorax*)
Rusty Patched Bumble Bee (*Bombus affinis*)

An IDNR staff member will evaluate this information and contact you to request additional information or to terminate consultation if adverse effects are unlikely.

Location

The applicant is responsible for the accuracy of the location submitted for the project.

County: Kane

Township, Range, Section:

39N, 8E, 21



IL Department of Natural Resources
Contact
Adam Rawe
217-785-5500
Division of Ecosystems & Environment

Government Jurisdiction
Kane County
Mark VanKerkhoff
Kane County Development Department
719 Batavia Ave.
Geneva, Illinois 60134

Disclaimer

The Illinois Natural Heritage Database cannot provide a conclusive statement on the presence, absence, or condition of natural resources in Illinois. This review reflects the information existing in the Database at the time of this inquiry, and should not be regarded as a final statement on the site being considered, nor should it be a substitute for detailed site surveys or field surveys required for environmental assessments. If additional protected resources are encountered during the project's implementation, compliance with applicable statutes and regulations is required.

Terms of Use

By using this website, you acknowledge that you have read and agree to these terms. These terms may be revised by IDNR as necessary. If you continue to use the EcoCAT application after we post changes to these terms, it will mean that you accept such changes. If at any time you do not accept the Terms of Use, you may not continue to use the website.

1. The IDNR EcoCAT website was developed so that units of local government, state agencies and the public could request information or begin natural resource consultations on-line for the Illinois Endangered Species Protection Act, Illinois Natural Areas Preservation Act, and Illinois Interagency Wetland Policy Act. EcoCAT uses databases, Geographic Information System mapping, and a set of programmed decision rules to determine if proposed actions are in the vicinity of protected natural resources. By indicating your agreement to the Terms of Use for this application, you warrant that you will not use this web site for any other purpose.
2. Unauthorized attempts to upload, download, or change information on this website are strictly prohibited and may be punishable under the Computer Fraud and Abuse Act of 1986 and/or the National Information Infrastructure Protection Act.
3. IDNR reserves the right to enhance, modify, alter, or suspend the website at any time without notice, or to terminate or restrict access.

Security

EcoCAT operates on a state of Illinois computer system. We may use software to monitor traffic and to identify unauthorized attempts to upload, download, or change information, to cause harm or otherwise to damage this site. Unauthorized attempts to upload, download, or change information on this server is strictly prohibited by law.

Unauthorized use, tampering with or modification of this system, including supporting hardware or software, may subject the violator to criminal and civil penalties. In the event of unauthorized intrusion, all relevant information regarding possible violation of law may be provided to law enforcement officials.

Privacy

EcoCAT generates a public record subject to disclosure under the Freedom of Information Act. Otherwise, IDNR uses the information submitted to EcoCAT solely for internal tracking purposes.