



**DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES**

*Planning Division*

**m e m o r a n d u m**

**TO:** Bruce Walden, Chief Administrative Officer

**FROM:** Elizabeth H. Tyler, AICP, City Planner, Director

**DATE:** January 20, 2006

**SUBJECT:** Plan Case No. 2005-A-13: Annexation Agreement for a 31.53-acre tract of property, located along the south side of Interstate 74, generally east of the eastern terminus of Killarney Street and generally north of the northern terminus of Country Club Drive / Urbana Golf & Country Club

Plan Case No. 1972-M-05: Request to rezone a 5.17-acre tract of property located south of Interstate 74, generally east of the eastern terminus of Killarney Street and generally north of the northern terminus of Country Club Drive from Champaign County C-R, Conservation-Recreation Zoning District to City, R-4, Medium Density Multiple Family Residential Zoning District upon annexation.

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**Introduction & Background**

Plan Cases 2005-A-13 and 1972-M-05 are a request by the Urbana Golf & Country Club and Snyder Corporation for the City of Urbana to approve an Annexation Agreement along with a zoning map amendment and other zoning approvals necessary for the development of up to 70 residential condominiums to be constructed on a 5.17-acre portion of the 31.53-acre tract located in the north-central portion of the Urbana Golf & Country Club holdings in north Urbana. The Urbana Golf & Country Club is located north of Country Club Drive and south of Interstate 74. Currently, the property is developed as a golf course and country club. Access is provided from a single private road off of Country Club Drive, and there is minimal infrastructure for the property.

The proposed condominium project would be located in a wooded portion of the Country Club that is currently in use for maintenance and is not too proximate to active golfing areas. As a part of the project, a new maintenance facility will be built to the northwest of the current location and would be accessed by an existing access road off of Killarney Street. The condominium project would be contained within a single five-story building that will help to

minimize the foot print of the project, while maximizing views overlooking the Saline Branch and the golf course to the east.

The petitioners developed plans for the project several months ago and pursued an effort to gauge interest by Country Club members and others who may be potential purchasers of the condominiums. Pursuant to sufficient interest being expressed, the developer approached the City to discuss issues pertaining to annexation, provision of City services, and zoning approvals. In these discussions, it was determined to be in the best near-term interests of both the Country Club and the City of Urbana to limit the Annexation Agreement to the 31.53-acre tract (excluding right-of-way) proposed for the development. In this way, services and road maintenance responsibilities (including the unimproved portion of Country Club Drive) for the larger Country Club property would remain the responsibility of County and Township officials. The partial annexation would not prevent the voluntary annexation of the Country Club to the City of Urbana at some point in the future if deemed necessary or desirable by either party.

The development would require a rezoning of the portion of the site proposed for the condominiums to R-4, Medium Density Multiple-Family Residential and approval of a residential Planned Unit Development and Special Use Permit as a part of the proposed Annexation Agreement. This will allow the petitioners to construct the building within the confines of the wooded, rural setting of the Country Club. The remainder of the site would directly convert from the current County zoning designation of CR, Conservation-Recreation to the City designation of CRE, Conservation-Recreation-Education. The Annexation Agreement would also include the granting of a Conditional Use Permit to allow continuation of the golf course use and a variance to allow the building to extend up to 65 feet in height.

Access to the property would be provided by the existing golf course access road off of Country Club Drive, upgraded to meet the specifications of the Urbana City Engineer and Fire Chief. As a subsequent action, subdivision of the property into two parcels will be necessary to allow for conveyance of the condominium tract to Snyder Corporation. Consistent with the provisions for a PUD, a waiver from the subdivision regulation to have lot frontage on a public street would be necessary.

The proposed Annexation Agreement is the result of negotiations between the City, the developer and the Country Club. As a result, a number of owner and City obligations have been agreed upon to ensure that the development will generally meet City development standards, while not taxing City services or altering the rural character of the Country Club and its surroundings.

On January 5, 2006, the Urbana Plan Commission voted 7 ayes to 0 nays to recommend approval of the annexation agreement and rezoning. Several commissioners had questions about the private access road, but were satisfied with the conditions outlined in the staff memorandum. The commissioners expressed that they were pleased to see how the City is attracting different types of residential development. Since the Plan Commission met, the Annexation Agreement has been revised at the request of the Country Club to provide additional protection to the

Urbana Golf & Country Club to continue their operations. These revisions have been reviewed and accepted by the developer and the City Attorney.

## **Issues and Discussion**

The attached agreement outlines a variety of provisions for zoning and land use. In addition to the rezoning, the following obligations have been negotiated:

### Owner Obligations

- Construct up to 70 condominium units as part of a residential PUD. The project may be built in two phases, with 35 units being constructed in each phase. Construction must start no later than May 2007 and end no later than August 2008.
- Parcel B (see Exhibit A) may continue to be used as a golf course with attendant operations.
- Submit a preliminary and final plat in conformance with the attached exhibits and City Codes in order to divide Parcels A and B.
- Construct the private project infrastructure to City standards and establish a homeowners association to provide perpetual maintenance.
- Construct a private lift station and private force main to provide sanitary sewer service through connection to existing public sanitary sewer pipes. Any construction is subject to approval by the City Engineer, the Illinois Environmental Protection Agency (IEPA), and the Urbana-Champaign Sanitary District (UCSD).
- Construct improvements to the private access road to meet the requirements of the City Engineer and City Fire Chief.
- All project construction or future additions must be in conformance with all City building codes and regulations in effect at time of annexation.

### City Obligations

- Rezone Parcel A from County C-R, Conservation-Recreation to City R-4, Medium Density Multiple-Family Residential (requires approval). Parcel B is a direct conversion from County C-R to City CRE, Conservation-Recreation-Education (does not require approval).
- Grant a special use permit for a residential PUD of up to 70 units on Parcel A.
- Grant a variance for building height of approximately 65 feet.
- Grant a conditional use permit for the golf course with attendant operations for Parcel B.
- Permit access to the development via a private road extending north from Country Club Drive. This road shall be improved subject to the approval of the City Engineer and Fire Chief. The improvement shall be subject to a separate agreement between the Country Club and the developer to assure perpetual maintenance.
- Review and approve a preliminary and final plat for Parcel A and B.
- Agree to grant waivers to the City of Urbana Subdivision and Land Development Code as part of the preliminary and final plat approval process, including allowing Parcel A to not front on a public street, consistent with PUD provisions.

## *Infrastructure*

The petitioners have indicated their desire to provide upgraded infrastructure in the Country Club area to serve the proposed development. This includes upgrades to the private access road and construction of sanitary and stormwater sewer systems. The City requires that annexed land connect to the public sanitary sewer system through the Urbana-Champaign Sanitary District (UCSD). Any increases in impervious area must be addressed through appropriate stormwater management in accordance with the Subdivision and Land Development Code.

Currently, access to the Country Club is provided via a private access drive that connects to Country Club Drive. This access road was designed to handle the minimal traffic volume associated with the Country Club. Since this road will serve as the main point of access, the City Engineer has determined that it must be improved to accommodate the development. Because the access road will only serve the Country Club property, the City has agreed to allow the road to be constructed to PUD standards. Preliminary designs indicate that the road will be 24 feet wide, with two feet of aggregate material on each side of the roadway, and will be comprised of a combination of asphalt and aggregate material to a depth of 11 inches. A seven-foot concrete apron will be installed where the access road connects to Country Club Drive. The City Engineer and Fire Chief have worked with the petitioner on the preliminary road design and the final design and construction will have to be approved by the City Engineer.

In addition to the road, the petitioners have requested to have access to a proposed golf course maintenance facility off of an existing access road on Killarney (see Exhibit A). This area is currently used for snow storage by City Public Works, though remains unused during warmer months. The Annexation Agreement will allow the use of this access road to access the maintenance facility. If the petitioners should use this road to provide access to the Country Club, the road must be improved to 20 feet wide and six inches of concrete over six inches of aggregate material. Final design is subject to approval of the City Engineer.

Since the subject property is within 250 feet of a public sanitary sewer line, the petitioner is required to connect to UCSD. However, because of the topography of the site, a private lift station and force main will be required to connect to the public system. The Annexation Agreement stipulates that the location and routing of all sanitary pipes is subject to approval by the City Engineer, IEPA, and UCSD.

The Annexation Agreement also states that all infrastructure for the project shall be built to City standards (with the exceptions of the access road as noted above), but will not be dedicated to the City. Typically the City will accept responsibility for infrastructure when it will serve additional future development or have some sort of larger public benefit. Because the proposed infrastructure will only serve the Country Club property, the City Engineer does not see the need to accept the infrastructure improvements. Should the Country Club be further developed at some point in the future, the City could then revisit the acceptance of any public improvements along with the annexation status of the affected property.

Because the infrastructure improvements will remain private, the City requires an agreement between owners to ensure perpetual maintenance. The petitioners have indicated that the homeowners association for the development will take on these responsibilities. Maintenance of the access road and guaranteed continued access to the condominium site will be subject to a separate recorded agreement between the developer and the Country Club, as required by the Annexation Agreement.

### *Subdivision*

The Country Club is actually comprised of a number of different parcels, and the proposed annexation agreement pertains to a single parcel of 31.53 acres. As part of the Annexation Agreement, the petitioner has agreed to submit a preliminary and final plat to subdivide the lot into two parcels (see Exhibit G). The residential PUD will be located on Parcel A, while the existing golf course and attendant facilities will be located partially on Parcel B. Because of the required infrastructure improvements and necessary waivers, this would be considered a major subdivision and will require subsequent approval by the Plan Commission and City Council.

Because of the unique nature of the land and the development, a number of waivers to the Subdivision and Land Development Code have been requested. As a part of the Annexation Agreement, the City has agreed to grant the requested waivers when the subdivision plat is submitted. When the plat is considered by the Plan Commission and City Council, the waivers will be formally approved.

The requested waivers include:

- Allow lots not fronting on a public street, consistent with the residential PUD and particular location of the project.
- Permit a private access drive with a width no less than 24 feet.
- Permit no sidewalk access along said private access drive, in recognition of existing walkways throughout the Country Club
- Other waivers as may be deemed necessary, subject to review by the City Engineer

The Annexation Agreement further states that the waivers are supported by the following findings

- There are conditions of topography or other site specific reasons that make the application of any particular requirement of the Land Development code unnecessary or, in some cases perhaps, even useless;
- The granting of the requested waiver would not harm other nearby properties;
- The waiver would not negatively impact the public health, safety and welfare, including the objectives and goals set forth in the Comprehensive Plan.

## ***Zoning***

The Annexation Agreement assigns the subject property two separate zoning districts. As Exhibit G shows, Parcel A will be rezoned to R-4, Medium Density Multiple-Family Residential and Parcel B will be directly converted to CRE, Conservation-Recreation-Education. Per Table IV-1 of the Urbana Zoning Ordinance, the direct conversion of Parcel B does not require Plan Commission review or City Council approval. The rezoning of Parcel A to R-4 is subject to review by the Plan Commission and final approval by the City Council as part of the Annexation Agreement.

The Annexation Agreement further stipulates the proposed uses for each parcel. Per Table V-1, the City has agreed to grant a conditional use permit for Parcel A to allow the continued use of the golf course and attendant operations.

For Parcel A, the City has agreed to grant a Special Use Permit for a residential planned unit development (PUD) for up to 70 dwelling units. Preliminary designs show the building will be approximately 65 feet in height, and a variance for building height is included in the Annexation Agreement. The Urbana Zoning Ordinance permits residential PUDs as a special use in the R-4 zoning district. As a residential PUD, the property is permitted *any* residential use that is permitted in *any* residential zone provided that a detailed site plan is approved as part of the special use permit review (see Exhibit I). Any subsequent development must be in general adherence to these plans, as set forth in the Annexation Agreement. Any significant deviation from the plans may require additional review and approval by the Plan Commission and City Council, as determined by the Zoning Administrator, though minor deviations may be approved by the Zoning Administrator (Article I, Section 6). The purpose of the PUD is to allow a clustered, higher-density development within the confines of the wooded, rural setting of the Country Club. This character has been a selling point for the proposed development, as many members of the Country Club have expressed interest in purchasing units. In order to preserve these elements, the petitioners have designed the building to minimize the foot print of the project. The PUD also allows for the development to have private roads and infrastructure on site that will make the project feasible while limiting impacts upon the surrounding environment.

## ***Rezoning Analysis***

In the case of *La Salle National Bank v. County of Cook* (the “La Salle” case), the Illinois Supreme Court developed a list of factors that are paramount in evaluating the legal validity of a zoning classification for a particular property. Each of these factors will be discussed as they pertain to a comparison of the existing zoning with that proposed by the Petitioner.

### *1. The existing land uses and zoning of the nearby property.*

Parcel A is wholly surrounded by the Urbana Country Club and Golf Course. Residential developments on golf courses are common, as evidenced by the Stone Creek subdivision and

others in Champaign and Savoy. The City has proposed a residential PUD for the development, which will help incorporate the project into the wooded setting of the Country Club.

2. *The extent to which property values are diminished by the restrictions of the ordinance.*

The proposed condominium project would not be allowed in the Champaign County C-R zoning district, nor in the City CRE zoning district. The Champaign County C-R zoning district does not impact the value of the golf course as such use is permitted by right.

*It should be noted that the Urbana City Planning Division staff are not qualified as professional appraisers and that a professional appraiser has not been consulted regarding the impact on the value of the property. Therefore, any discussion pertaining to property values must be considered speculative and inconclusive.*

3. *The extent to which the ordinance promotes the health, safety, morals or general welfare of the public.*

The R-4 zoning district will allow a higher density development that will meet the demands of the petitioner, while respecting the wooded setting of the Country Club. The Annexation Agreement stipulates a number of conditions that will ensure the development will be consistent with City development standards.

4. *The relative gain to the public as compared to the hardship imposed on the individual property owner.*

Parcel A has been used as golf course for many years. Residential development on the parcel can take advantage of the wooded setting to provide an attractive residential development that is complementary to the golf course. The project will assist the Country Club in remaining a viable financial entity for its members and for the use of the community at large.

5. *The suitability of the subject property for the zoned purposes.*

The Country Club property, along with the conditions for development outlined in the Annexation Agreement, are suitable for residential development. Golf courses often have residential components, and the proposed development will fit into the wooded, rural setting of the area.

6. *The length of time the property has been vacant as zoned, considered in the context of land development, in the area, in the vicinity of the subject property.*

The property is not currently vacant.

### ***Conditional Use Permit***

As part of the Annexation Agreement, the City has agreed to grant a conditional use permit to allow the continued operation of the golf course (see Table V-1 of the Urbana Zoning Ordinance). Typically when considering a variance, staff will gauge if a use is suitable for the proposed location, and if there will be any detrimental impact on the neighborhood and surrounding properties. In this case, the golf course has helped to preserve the natural amenities and topography of the property and surrounding area. The property is characterized by large trees, the Saline Branch and hilly topography. When the golf course was constructed, these elements were preserved, and are continued south in Busey Woods and Crystal Lake Park. These elements help create the wooded, quiet character of the neighborhood that many residents enjoy.

### ***Variance***

The proposed development will be a height of approximately 65 feet, in excess of the 35 feet outlined in table VI-1 for the R-4 zoning district. Per section VII-2 of the Zoning Ordinance, the following criteria are used to evaluate variances.

1. *Are there special circumstances or special practical difficulties with reference to the parcel concerned, in carrying out the strict application of the ordinance?*

The Country Club property is characterized by its natural amenities, and these elements help create a unique neighborhood character. This character has been a selling point for the proposed development, as many members of the Country Club have expressed interest in purchasing units. In order to preserve these elements, the petitioners have designed the building to minimize the foot print of the project.

2. *The proposed variance will not serve as a special privilege because the variance requested is necessary due to special circumstances relating to the land or structure involved or to be used for occupancy thereof which is not generally applicable to other lands or structures in the same district.*

The natural amenities and topography of the site, along with the golf course itself, limit the area suitable for development. In order for the project to be financially feasible within the confines of the property, an increase in height is necessary.

3. *The variance requested was not the result of a situation or condition having been knowingly or deliberately created by the Petitioner.*

The petitioner is aware of the requirements of the Zoning Ordinance and has asked for the variance as part of the Annexation Agreement prior to construction.



4. *The variance will not alter the essential character of the neighborhood.*

The condominium project would be contained within a single five-story building that will help to minimize the foot print of the project, while maximizing views overlooking the Saline Branch and the golf course to the east.

5. *The variance will not cause a nuisance to the adjacent property.*

Since the proposed development will be located in the middle of the country club property, all adjacent land is owned by the petitioner.

6. *The variance represents generally the minimum deviation from requirements of the Zoning Ordinance necessary to accommodate the request.*

The proposed development has been designed to be financially beneficial within the confines of the property. Some of the building height will be attributed to architectural detailing on the roof of the building (see Exhibit H).

***Costs and Benefits***

The proposed development is estimated to generate close to \$400,000 in annual tax revenues for all of the taxing bodies in the City, based on an estimated \$14 million construction cost. Since all of the project infrastructure will remain private, there is minimal City maintenance cost. Additional City services, such as police and fire, will be required, but will be within response capacity. The estimated tax revenues for each of the taxing bodies in Urbana are outlined in the accompanying table. These estimates have been revised from those presented in the Plan Commission memorandum, based upon more accurate figures submitted by the developer.

Table 1. Estimate Project Tax Revenue

	Tax Rate	Est. Taxes
Schools	4.4758	\$208,871
Parks	0.7463	\$34,827
Township	0.1988	\$9,277
City	1.312	\$61,227
County	0.7981	\$37,245
Forest	0.0839	\$3,915
Parkland	0.4847	\$22,619
MTD	0.2677	\$12,492
Health	0.1126	\$5,525
<b>Total</b>	<b>8.4799</b>	<b>\$395,728</b>

***Comprehensive Plan***

The 2005 Urbana Comprehensive Plan is the guiding document for development within the City and extraterritorial jurisdictional area (ETJ). The following goals and objectives are relevant to the proposed development.

Goal 6.0, Objective 6.5 Encourage development that protects and enhances an area’s natural features, such as wooded areas, creeks, and hilly terrain.

Goal 19.0, Objective 19.2 Encourage residential developments that offer a variety of housing types, prices, and designs.

Goal 28.0, Objective 28.2 Promote appropriate development opportunities through annexation, development agreements, and, where appropriate, economic incentives.

Goal 38.0, Objective 38.4 Concentrate new development in locations where adequate fire and police protection and other community services are available.

Although the property is located in a wooded, rural setting outside of the City limits, the City has already annexed the majority of properties surrounding the Country Club. As a result, many “urban” services are near the property and the Annexation Agreement outlines how the property will connect to public infrastructure. Residents of the proposed development will also have easy access to commercial areas on Lincoln Avenue, Carle Hospital and Downtown Urbana.

According to the Future Land Use Map, the property is designated as Parks/Recreation, which is mainly comprised of Urbana Park District property. Residential development in these areas is not encouraged, though the Country Club is the sole non-park use under this designation. Given the lack of infrastructure on the property, large-scale residential development should be discouraged as the site is not suitable for such uses. However, the proposed development is complimentary to the Country Club and would be clustered to protect the natural amenities of the area. In this case, the future land use designation for the property may be more suitable as Rural Residential, which allows residential development that is sensitive to the surrounding woodlands. The City may consider amending the Future Land Use Map to recognize this designation during the annual Comprehensive Plan update.

## **Summary of Findings**

1. The proposed development project will consist of a single, five-story building comprised of up to 70 condominium units. The project may be built in two phases, with 35 units constructed in each phase.
2. The proposed Annexation Agreement will pertain to the portion of the Country Club holdings upon which the condominium project is proposed. It would allow for the balance of the Country Club to remain in a rural setting with services continuing to be provided by Champaign County and Urbana Township.
3. The proposed Annexation Agreement includes provisions for the improvement of the private access drive connecting to Country Club Drive. The existing access drive will be improved to meet access requirements of the City Engineer and Fire Chief, including widening and paving the road. Maintenance of the access road and guaranteed continued access to the condominium site will be subject to a separate recorded agreement between the developer and the Country Club, as required by the annexation agreement.
4. The proposed Annexation Agreement includes provisions for the construction of a private sanitary lift station and private sanitary force main to provide sanitary sewer service to the property in conformance with Illinois EPA standards.

5. None of the private infrastructure improvements will be dedicated to the City. The proposed Annexation Agreement includes provisions for the establishment of a homeowners association to operate and maintain the private infrastructure associated with the development, including the sanitary lift station and sanitary force main, access drives, and any stormwater sewer systems.
6. The proposed Annexation Agreement includes provisions for the preparation of a preliminary and final subdivision plat for Parcel A and B (see Exhibit G) subject to City approval. The agreement further stipulates that the City will approve a number of waivers to the Subdivision and Land Development Code.
7. The proposed development is generally consistent with the goals, objectives, and future land uses identified in the 2005 Urbana Comprehensive Plan.
8. The proposed Annexation Agreement assigns the subject property two separate zoning districts (see Exhibit G). Parcel A will be rezoned to R-4, Medium Density Multiple-Family Residential and Parcel B will be directly converted to CRE, Conservation-Recreation-Education. The rezoning of Parcel A requires a review by the Plan Commission and approval by the City Council.
9. The proposed rezoning will not be detrimental to the public health, safety or general welfare, and appears to generally meet the LaSalle Case criteria.
10. The proposed Annexation Agreement grants a Special Use Permit to establish a Residential Planned Unit Development on Parcel A. The purpose of the PUD is to allow a clustered, higher-density development within the confines of the wooded, rural setting of the Country Club. This character has been a selling point for the proposed development, as many members of the Country Club have expressed interest in purchasing units.
11. The proposed Annexation Agreement grants a Conditional Use Permit to allow the continued use of the golf course and attendant operations.
12. The proposed Annexation Agreement grants a Variance to allow a building height of up to 65 feet, in excess of requirements for the R-4 Zoning District. In order for the proposed development to minimize the building footprint to protect the natural amenities and topography of the area, the variance is required.
13. The proposed development will generate an estimated \$61,227 in annual tax revenue for the City, and approximately \$400,000 for all taxing bodies in the City.
14. The Urbana Plan Commission voted 7 ayes to 0 naves to recommend approval of the annexation agreement and related rezoning.

## Options

The Plan Commission has the following options. In Plan Case 2005-A-13 / 1972-M-05, the Plan Commission may:

- a. Forward this case to City Council with a recommendation for approval of the proposed Annexation Agreement, including a zoning designation of R-4, Medium Density Multiple Family Residential for Parcel "A" along with other zoning approvals.
- b. Forward this case to City Council with a recommendation for approval of the proposed Annexation Agreement, including a zoning designation of R-4, Medium Density Multiple Family Residential for Parcel "A", along with other zoning approvals, and subject to recommended changes. (Note that the developer and Country Club will have to agree to any recommended changes).
- c. Forward this case to City Council with a recommendation for denial of the proposed Annexation Agreement.

## Staff Recommendation

In Plan Case 2005-A-13 / 1972-M-05 staff recommends **APPROVAL** of the proposed Annexation Agreement as presented.

Prepared By:

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cc Erwin, Martinkus & Cole  
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Urbana Township  
Attn: Don Flessner/Jim Prather  
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Berns, Clancy and Associates  
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405 East Main Street  
Urbana, IL 61801

Attachments: Exhibit A: Location Map  
Exhibit B: Zoning Map  
Exhibit C: Existing Land Use Map  
Exhibit D: Future Land Use Map  
Exhibit E: Aerial Map  
Exhibit F: Draft Annexation Agreement  
Exhibit G: Proposed Subdivision/Rezoning Map  
Exhibit H: Site Plan and Building Elevations

ORDINANCE NO. 2006-01-009

An Ordinance Approving and Authorizing the Execution of an Annexation Agreement

(South of Interstate 74, generally east of the eastern terminus of Killarney Street, and generally north of the northern terminus of Country Club Road / Urbana Golf & Country Club and Snyder Corporation)

WHEREAS, an Annexation Agreement between the City of Urbana, Illinois and the Urbana Golf & Country Club and Snyder Corporation 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 31.533 acres located and south of Interstate 74, generally east of the eastern terminus of Killarney Street, and generally north of the northern terminus of Country Club Road said tract is legally described as follows:

"REMAINDER TRACT":

BEGINNING AT A 5-INCH DIAMETER POST AT THE NORTHEAST CORNER OF LOT 1 OF LINCOLN CENTRE SUBDIVISION, CHAMPAIGN COUNTY, ILLINOIS AS RECORDED IN PLAT BOOK "Z" AT PAGE 70 IN THE OFFICE OF THE RECORDER OF CHAMPAIGN COUNTY, SAID NORTHEAST CORNER OF LOT 1 ALSO BEING THE NORTHWEST CORNER OF THE URBANA GOLF & COUNTRY CLUB TRACT AS FILED FOR RECORD IN BOOK 270 AT PAGE 47 IN THE OFFICE OF THE RECORDER OF CHAMPAIGN COUNTY, ILLINOIS; THENCE NORTH 89 DEGREES 40 MINUTES 11 SECONDS EAST ALONG THE NORTH LINE OF SAID URBANA GOLF & COUNTRY CLUB TRACT, SAID LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF F.A. ROUTE 39 (INTERSTATE 74), A DISTANCE OF 50.00 FEET TO AN IRON PIPE SURVEY MONUMENT SET AT THE SOUTHWEST CORNER OF THE URBANA GOLF & COUNTRY CLUB TRACT AS FILED FOR RECORD IN BOOK 944 AT PAGE 83 IN THE OFFICE OF THE RECORDER OF CHAMPAIGN COUNTY, ILLINOIS; THENCE NORTH 00 DEGREES 19 MINUTES 49 SECONDS WEST ALONG THE WEST LINE OF SAID URBANA GOLF & COUNTRY CLUB TRACT, SAID LINE ALSO BEING A JOG IN THE SOUTH RIGHT-OF-WAY LINE OF SAID F.A. ROUTE 39 (INTERSTATE 74), A DISTANCE OF 40.00 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE NORTH 89 DEGREES 10 MINUTES 50 SECONDS EAST ALONG THE NORTH LINE OF SAID URBANA GOLF & COUNTRY CLUB TRACT, SAID LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF F.A. ROUTE 39 (INTERSTATE 74), A DISTANCE OF 1370.31 FEET TO AN IRON PIPE SURVEY MONUMENT SET IN THE CENTERLINE OF THE SALINE BRANCH DRAINAGE DISTRICT DITCH; THENCE SOUTH 13 DEGREES 10 MINUTES 49 SECONDS EAST ALONG THE CENTERLINE OF SAID SALINE BRANCH DRAINAGE DISTRICT DITCH, A DISTANCE OF 427.32 FEET TO AN IRON PIPE SET; THENCE SOUTH 10 DEGREES 13 MINUTES 19 SECONDS EAST ALONG THE CENTERLINE OF SAID SALINE BRANCH DRAINAGE DISTRICT DITCH, A DISTANCE OF 170.49 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE SOUTH 00 DEGREES 19 MINUTES 33 SECONDS WEST ALONG THE CENTERLINE OF SAID SALINE BRANCH DRAINAGE DISTRICT DITCH, A DISTANCE OF 263.70 FEET TO AN IRON PIPE SURVEY MONUMENT

SET; THENCE SOUTH 11 DEGREES 18 MINUTES 24 SECONDS WEST ALONG THE CENTERLINE OF SAID SALINE BRANCH DRAINAGE DISTRICT DITCH, A DISTANCE OF 414.12 FEET TO AN IRON PIPE SURVEY MONUMENT SET ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHAMPAIGN COUNTY, ILLINOIS; THENCE SOUTH 00 DEGREES 46 MINUTES 07 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 5, A DISTANCE OF 117.71 FEET TO AN IRON PIPE SURVEY MONUMENT SET AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 5; THENCE SOUTH 89 DEGREES 37 MINUTES 30 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 5, A DISTANCE OF 593.39 FEET TO AN IRON PIPE SURVEY MONUMENT SET IN THE REMAINS OF AN OLD POST AT A SOUTHWESTERLY CORNER OF THE URBANA GOLF & COUNTRY CLUB TRACT AS FILED FOR RECORD IN BOOK 270 AT PAGE 47 IN THE OFFICE OF THE RECORDER OF CHAMPAIGN COUNTY, ILLINOIS; THENCE NORTH 01 DEGREES 17 MINUTES 02 SECONDS WEST ALONG THE WESTERLY LINE OF SAID URBANA GOLF & COUNTRY CLUB TRACT, A DISTANCE OF 444.19 FEET TO A WOOD POST; THENCE NORTH 43 DEGREES 54 MINUTES 13 SECONDS WEST ALONG A SOUTHWESTERLY LINE OF SAID URBANA GOLF & COUNTRY CLUB TRACT, A DISTANCE OF 308.04 FEET TO A 5-INCH DIAMETER STEEL POST AT THE SOUTHEAST CORNER OF LOT 1 OF SAID LINCOLN CENTRE SUBDIVISION; THENCE NORTH 44 DEGREES 35 MINUTES 16 SECONDS WEST ALONG A SOUTHWESTERLY LINE OF SAID URBANA GOLF & COUNTRY CLUB TRACT, SAID LINE ALSO BEING A NORTHEASTERLY LINE OF SAID LOT 1, A DISTANCE OF 200.49 FEET TO A 5-INCH DIAMETER STEEL POST; THENCE NORTH 73 DEGREES 36 MINUTES 25 SECONDS WEST ALONG A SOUTHWESTERLY LINE OF SAID URBANA GOLF & COUNTRY CLUB TRACT, SAID LINE ALSO BEING A NORTHEASTERLY LINE OF SAID LOT 1, A DISTANCE OF 528.34 FEET TO A 5-INCH DIAMETER STEEL POST; THENCE NORTH 00 DEGREES 19 MINUTES 06 SECONDS WEST ALONG A WESTERLY LINE OF SAID URBANA GOLF & COUNTRY CLUB TRACT, SAID LINE ALSO BEING THE EAST LINE OF SAID LOT 1, A DISTANCE OF 357.43 FEET TO THE POINT OF BEGINNING, CONTAINING 31.533 ACRES, MORE OR LESS, ALL SITUATED IN CHAMPAIGN COUNTY, ILLINOIS.

EXCEPT:

"CONDOMINIUM TRACT":

COMMENCING AT A 5-INCH DIAMETER POST AT THE NORTHEAST CORNER OF LOT 1 OF LINCOLN CENTRE SUBDIVISION, CHAMPAIGN COUNTY, ILLINOIS AS RECORDED IN PLAT BOOK "Z" AT PAGE 70 IN THE OFFICE OF THE RECORDER OF CHAMPAIGN COUNTY, SAID NORTHEAST CORNER OF LOT 1 ALSO BEING THE NORTHWEST CORNER OF THE URBANA GOLF & COUNTRY CLUB TRACT AS FILED FOR RECORD IN BOOK 270 AT PAGE 47 IN THE OFFICE OF THE RECORDER OF CHAMPAIGN COUNTY, ILLINOIS; THENCE NORTH 89 DEGREES 40 MINUTES 11 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID URBANA GOLF & COUNTRY CLUB TRACT, SAID LINE ALSO BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF F.A. ROUTE 39 (INTERSTATE 74), A DISTANCE OF 50.00 FEET TO AN IRON PIPE SURVEY MONUMENT SET AT THE SOUTHWEST CORNER OF THE URBANA GOLF & COUNTRY CLUB TRACT AS FILED FOR RECORD IN BOOK 944 AT PAGE 83 IN THE OFFICE OF THE RECORDER OF CHAMPAIGN COUNTY, ILLINOIS; THENCE NORTH 00 DEGREES 19 MINUTES 49 SECONDS WEST ALONG THE WEST LINE OF SAID URBANA GOLF & COUNTRY CLUB TRACT, SAID LINE ALSO BEING A JOG IN THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID F.A. ROUTE 39 (INTERSTATE 74), A DISTANCE OF 40.00 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE NORTH 89 DEGREES 10 MINUTES 50 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID URBANA GOLF & COUNTRY CLUB TRACT, SAID LINE ALSO BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF F.A. ROUTE 39 (INTERSTATE 74), A DISTANCE OF 1,370.31 FEET TO AN IRON PIPE SURVEY MONUMENT SET IN THE CENTERLINE OF THE SALINE BRANCH DRAINAGE DISTRICT DITCH; THENCE SOUTH 13 DEGREES 10 MINUTES 49

SECONDS EAST ALONG THE CENTERLINE OF SAID SALINE BRANCH DRAINAGE DISTRICT DITCH, A DISTANCE OF 427.32 FEET TO AN IRON PIPE SET FOR THE POINT OF BEGINNING; THENCE SOUTH 10 DEGREES 13 MINUTES 19 SECONDS EAST ALONG THE CENTERLINE OF SAID SALINE BRANCH DRAINAGE DISTRICT DITCH, A DISTANCE OF 170.49 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE SOUTH 00 DEGREES 19 MINUTES 33 SECONDS WEST ALONG THE CENTERLINE OF SAID SALINE BRANCH DRAINAGE DISTRICT DITCH, A DISTANCE OF 263.70 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE SOUTH 11 DEGREES 18 MINUTES 24 SECONDS WEST ALONG THE CENTERLINE OF SAID SALINE BRANCH DRAINAGE DISTRICT DITCH, A DISTANCE OF 348.22 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE NORTH 80 DEGREES 58 MINUTES 46 SECONDS WEST, A DISTANCE OF 73.74 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE NORTH 40 DEGREES 00 MINUTES 24 SECONDS WEST, A DISTANCE OF 207.97 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE NORTH 16 DEGREES 37 MINUTES 12 SECONDS WEST, A DISTANCE OF 304.52 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE NORTH 34 DEGREES 44 MINUTES 53 SECONDS WEST, A DISTANCE OF 144.22 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE NORTH 39 DEGREES 01 MINUTES 49 SECONDS EAST, A DISTANCE OF 183.57 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE NORTH 80 DEGREES 40 MINUTES 53 SECONDS EAST, A DISTANCE OF 303.75 FEET TO THE POINT OF BEGINNING, CONTAINING 5.168 ACRES, MORE OR LESS, ALL SITUATED IN CHAMPAIGN COUNTY, ILLINOIS.

SAID NET "REMAINDER TRACT" CONTAINING 26.365 ACRES, MORE OR LESS ALL SITUATED IN CHAMPAIGN COUNTY, ILLINOIS.

WHEREAS, The City Clerk of Urbana, Illinois, duly published notice on the 8th day of January, 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 23rd day of January, 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 5<sup>th</sup> day of January, 2006, to consider the proposed Annexation Agreement and the rezoning from Champaign County C-R, Conservation-Recreation to the City R-4, Medium Density Multiple Family Residential Zoning District upon annexation in Plan Case No. 1972-A-05 and 1972-M-05; and

WHEREAS, the Urbana City Council has determined that the proposed Annexation Agreement is in 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 the Urbana Golf & Country Club and Snyder Corporation, 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 regular meeting of said Council.



PASSED by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

AYES:

NAYS:

ABSTAINS:

\_\_\_\_\_  
Phyllis D. Clark, City Clerk

APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_.

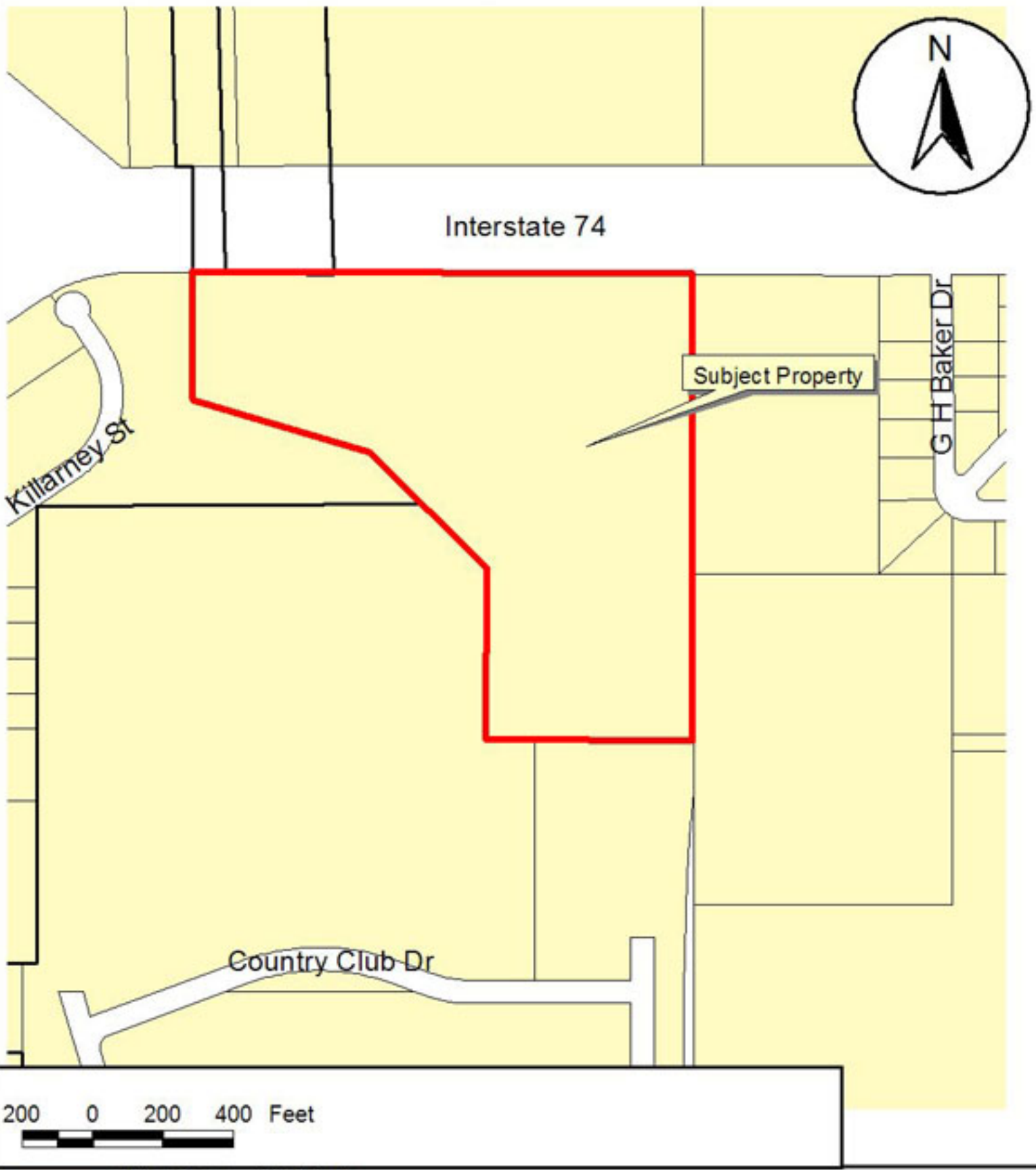
\_\_\_\_\_  
Laurel Lunt Prussing, Mayor

**CERTIFICATE OF PUBLICATION IN PAMPHLET FORM**

I, Phyllis D. Clark, certify that I am the duly elected and acting Municipal Clerk of the City of Urbana, Champaign County, Illinois. I certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 2006, the corporate authorities of the City of Urbana passed and approved Ordinance No. \_\_\_\_\_, entitled "An Ordinance Approving and Authorizing the Execution of an Annexation Agreement (South of Interstate 74, generally east of the eastern terminus of Killarney Street, and generally north of the northern terminus of Country Club Road / Urbana Golf & Country Club and Snyder Corporation)" which provided by its terms that it should be published in pamphlet form. The pamphlet form of Ordinance No. \_\_\_\_\_ was prepared, and a copy of such Ordinance was posted in the Urbana City Building commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 2006, and continuing for at least ten (10) days thereafter. Copies of such Ordinance were also available for public inspection upon request at the Office of the City Clerk.

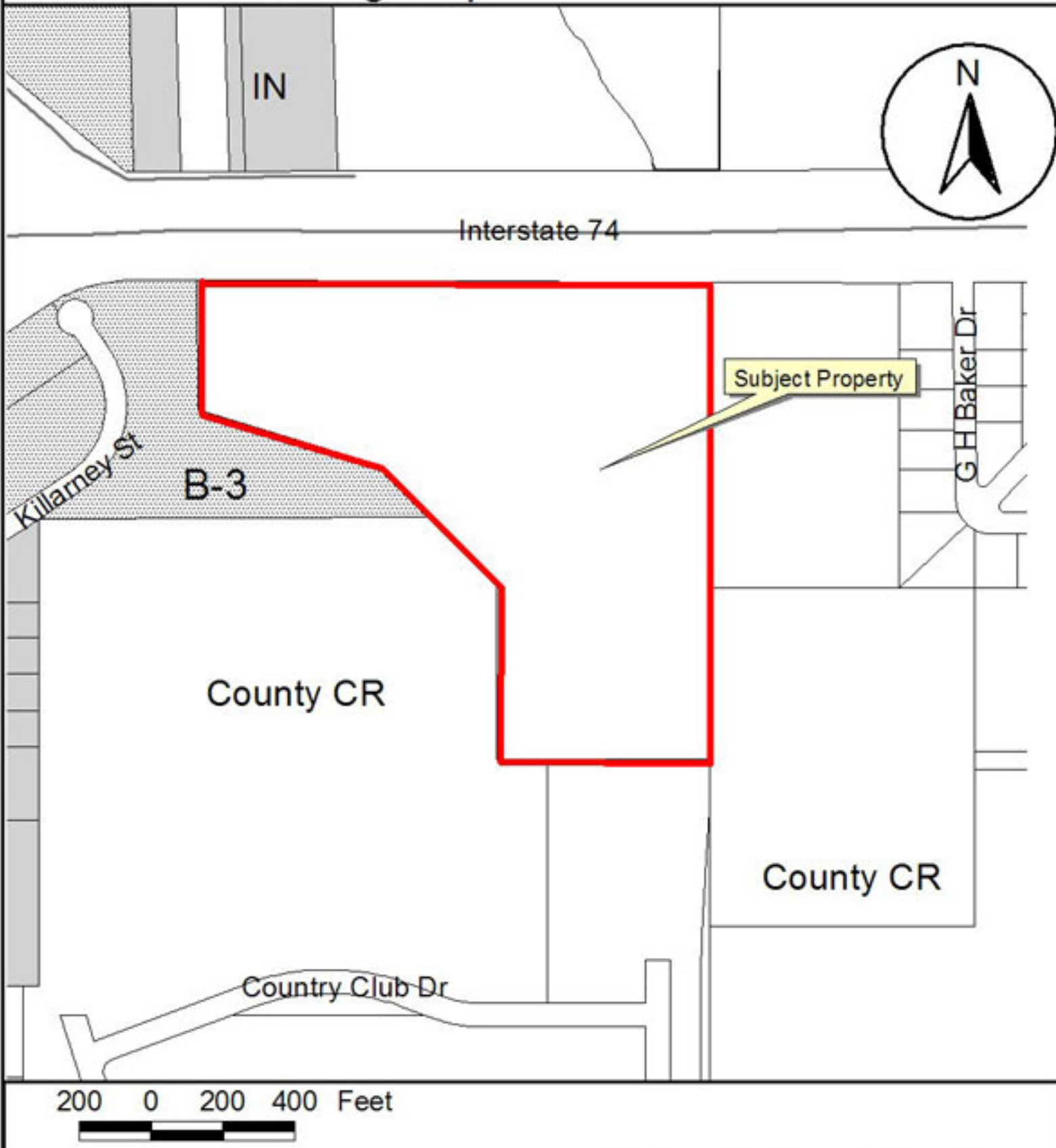
DATED at Urbana, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

# Exhibit A: Location Map



Plan Case: 2005-A-13  
Petitioner: Urbana Country Club  
Location: East of Killarney St and North of Country Club Dr  
Description: An annexation agreement between the City of Urbana and the Urbana Country Club, including a partial rezoning to R-4, Medium Density Multiple-Family Residential

# Exhibit B: Zoning Map

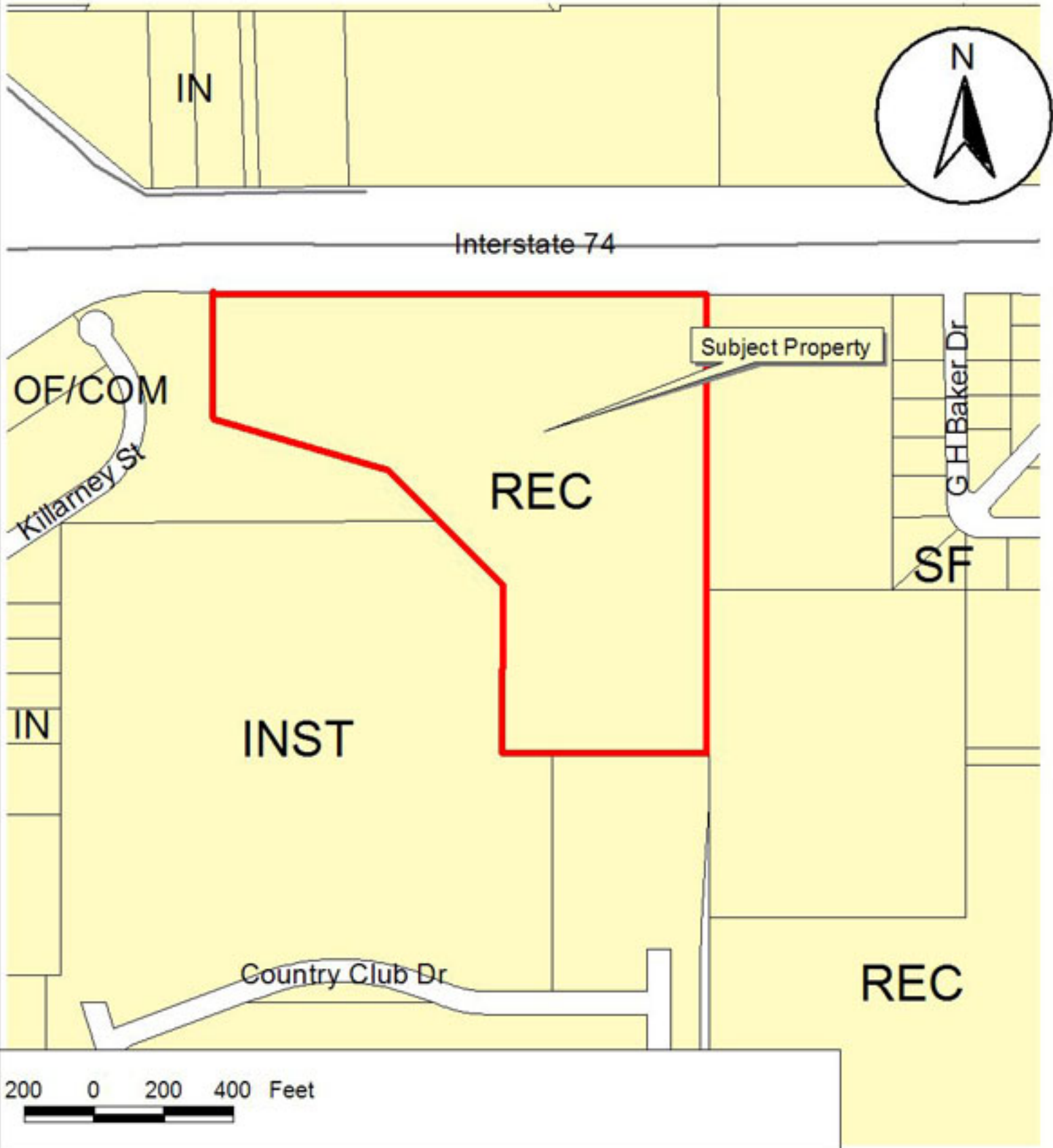


- County CR - Conservation Recreation
- IN - Industrial
- B3 - General Business



Plan Case: 2005-A-13  
Petitioner: Urbana Country Club  
Location: East of Killarney St and North of Country Club Dr  
Description: An annexation agreement between the City of Urbana and the Urbana Country Club, including a partial rezoning to R-4, Medium Density Multiple-Family Residential

# Exhibit C: Existing Land Use Map

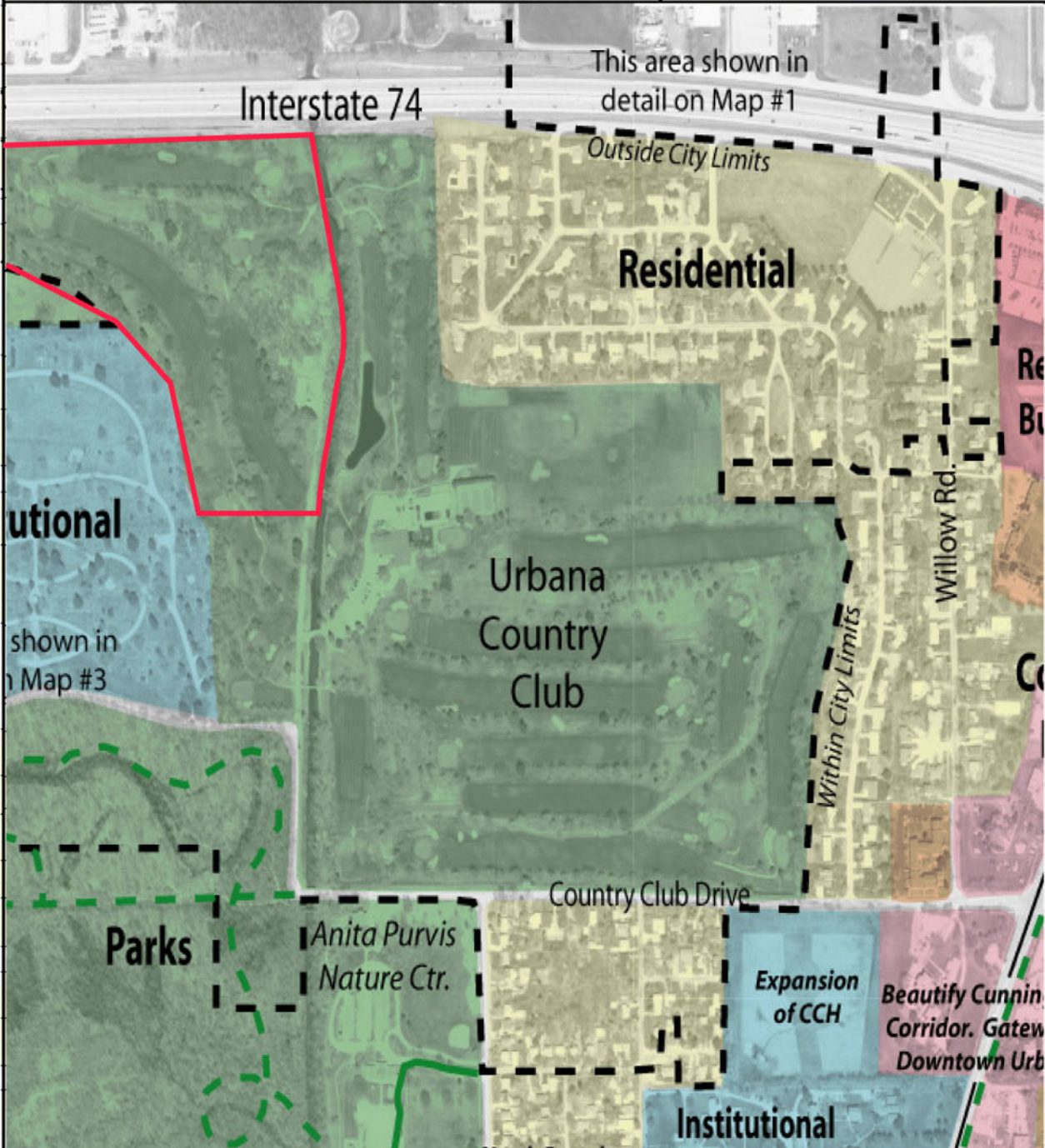


Plan Case: 2005-A-13  
Petitioner: Urbana Country Club  
Location: East of Killarney St and North of Country Club Dr  
Description: An annexation agreement between the City of Urbana and the Urbana Country Club, including a partial rezoning to R-4, Medium Density Multiple-Family Residential

Prepared 12/21/2005 by Community Development Services - mhw

SF - Single Family  
OF - Office  
COM - Commercial  
IN - Industrial  
INST - Institutional  
REC - Park or Recreation

# Exhibit D: Future Land Use Map



Plan Case: 2005-A-13  
Petitioner: Urbana Country Club  
Location: East of Killarney St and North of Country Club Dr  
Description: An annexation agreement between the City of Urbana and the Urbana Country Club, including a partial rezoning to R-4, Medium Density Multiple-Family Residential

# Exhibit E: Aerial Map



Plan Case: 2005-A-13  
Petitioner: Urbana Country Club  
Location: East of Killarney St and North of Country Club Dr  
Description: An annexation agreement between the City of Urbana and the Urbana Country Club, including a partial rezoning to R-4, Medium Density Multiple-Family Residential

# Country Club Condominium

## Annexation Agreement

THIS Agreement, 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 the Urbana Golf & Country Club (hereinafter referred to as the "Owner") and Snyder Corporation (hereinafter referred to "Developer"). 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, Owner is the owner of record of a real estate tract totaling 31.533 acres more or less, located along the south side of Interstate 74, generally east of the eastern terminus of Killarney Street, and generally north of the northern terminus of Country Club Road, in Champaign County, Illinois, and having a permanent index number of 30-21-05-326-001, the legal description of which is set forth in Exhibit "A", attached hereto and hereinafter referred to 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, Owner anticipates entering into a contract with Developer to develop a Country Club Condominium project, which may be constructed in more than one phase and is hereinafter referred to as the "Project"; and

WHEREAS, the Project is planned to be developed as a Residential Planned Unit Development ("PUD") on a 5.168 acre portion of the Tract (more or less) designated as Parcel "A" which Parcel A is legally described in Exhibit "C" of this Agreement; and

WHEREAS, the remainder of the Tract is designated as Parcel "B", consisting of 26.365 acres, more or less, and is legally described in Exhibit "D"; and

WHEREAS, a Map of Parcel A and Parcel B is shown in the attached Exhibit "E"; and

WHEREAS, the Tract is contiguous to the City of Urbana; and

WHEREAS, Owner and the City have determined that if all contingencies of this Agreement and the Project are satisfied, then annexation of the Tract is in the best interest of both parties; and



WHEREAS, the Tract is currently zoned CR, Conservation Recreation, in Champaign County which classification approximates the zoning classification in the City known as “Conservation, Recreation, Education”, (sometimes referred to as “CRE”); and

WHEREAS, upon annexation, Parcel B shall be zoned as CRE, as such classification shall be affected by the terms of this Agreement; and

WHEREAS, the City and Owner find it necessary and desirable that Parcel A, shall be zoned as the City zoning classification of R-4, Medium Density Multiple Family Residential Zoning District upon annexation for the purpose of developing a residential planned unit development comprised of the Project under the terms and provisions of the Urbana Zoning Ordinance and this Agreement; and

WHEREAS, although the Owner and Developer do not represent the extent of the financial benefit from the Project to any applicable taxing bodies, such annexation will ensure that the City of Urbana will receive additional real estate taxes enabling the City to continue to enhance its tax base; and

WHEREAS, the City represents that it has made and provided all required notices relating to this Agreement and the anticipated actions under this Agreement; and

WHEREAS, the Developer and the Owner have expended considerable sums of money and have and will have materially altered their positions relying on the execution of this Agreement and the performance of its terms and conditions by the City; and

WHEREAS, the City intends no adverse consequences to the Owner resulting from the anticipated Annexation, and

WHEREAS, the Owner and Developer desire to have the aforementioned Tract 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 AND/OR DEVELOPER**

The Owner and/or Developer agree to the following provisions:

**Section 1. Ownership.** Owner represents that Owner is the sole record Owner of the Tract and that Owner shall, within thirty (30) days after all contingencies have been resolved, cause the Tract 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, and contingent upon granting of project approval by the Corporate Authorities, as outlined in Article II of this Agreement.

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 Tract to the Developer. This Agreement shall be recorded in the Office of the Recorder of Deeds in Champaign County, Illinois, and thereby become a part of the legal record of the Tract.

**Section 2. Title Interests.** The Owner represents that, as of the sale of Parcel A to the Developer, there will be no mortgages or lien holders or holders of any security interest affecting title to Parcel A which will have been caused by the Owner, other than the standard exceptions to the title insurance policy and other than as allowed under a contract of sale between the parties.

**Section 3. Authority to Annex.** The Owner agrees and hereby stipulates that the City, by its approval, execution or delivery of this Agreement does not in anyway relinquish or waive any authority it may have to annex the Tract in the absence of this Agreement. However, failure by the Corporate Authorities to approve and execute this Agreement and to confer all necessary approvals upon the Developer for the purposes of constructing the Project shall in no way obligate the Owner to annex said Tract or any portion thereof.

**Section 4. Project Development.** The Developer agrees to construct a residential condominium project on Parcel A, currently planned to consist of up to 70 units, more or less, (referenced herein as the "Project") as described herein and illustrated generally in Exhibit F, The final design and number of units will be dependent upon market demand for these units. It may be constructed in phases and such phases may be constructed concurrently. Development of the Project shall be governed by a separate Agreement between the Owner and the Developer and shall be subject to the terms and conditions set forth herein and to the applicable development, zoning, and building regulations of the City of Urbana, except as modified by this Annexation Agreement. Construction of the first phase of the Project is expected to commence no later than May 2007 and is expected to be completed no later than August 2008.

**Section 5. Zoning.** The Owner agrees to accept the direct conversion, as affected by this Agreement, of the Champaign County CR, Conservation Recreation Zoning District to the City CRE, Conservation, Recreation, and Education Zoning District, as provided for by the Urbana Zoning Ordinance Section IV-5 and as such exists at the time of annexation of Parcel B. The Owners acknowledge that upon annexation, Parcel A will be re-zoned from the County CR, Conservation Recreation Zoning District to City R-4, Medium Density Multiple Family Residential. City agrees that, unless changed upon the initiative of Owner, the said City zoning classification for the Tract shall remain in effect for the term of this Agreement.

**Section 6. Residential Planned Unit Development (PUD) Plan.** The parties agree that this Annexation Agreement hereby approves a Special Use Permit to establish the Project as a Residential Planned Unit Development (PUD) on Parcel A, substantially as illustrated in Exhibit "F". The Developer further agrees that any development of the PUD under this Agreement shall be in general conformance to the attached site plan attached hereto as Exhibit F, as described herein. The Zoning Administrator may approve minor deviations from the approved PUD Plan. Any substantial deviations from the approved PUD Plan, as determined by the Zoning Administrator, may require

approval by the Plan Commission and Urbana City Council, under the provisions of Section VII-5 of the Urbana Zoning Ordinance.

**Section 7. Subdivision Plat Preparation.** Developer agrees to prepare Preliminary and Final Subdivision Plats for the Project in substantial conformance with the layout shown in the attached exhibits and in compliance with the City of Urbana Subdivision and Land Development Code, except as waived herein and under Article II, Section 9, for the purposes of creating a two-lot subdivision of the Tract, in order to divide Parcel A and Parcel B, as described herein.

**Section 8. Access Road.** Developer agrees to meet and confer with Owner to attempt to negotiate a separate Agreement concerning the improvement and maintenance of the private access drive from Country Club Road to the Project, sufficient to meet the requirements of the Project and to provide satisfactory emergency access to the Project, as determined by the City Engineer and Urbana Fire Chief. All parties shall approve said Agreement, prior to the Parcels being annexed. The Agreement shall be referenced by the Subdivision Plat and shall be duly recorded at the Office of the Recorder of Deeds of Champaign County, Illinois, with a recorded copy being provided to the City by Developer prior to the issuance of an occupancy permit.

**Section 9. Maintenance Road.** The City grants permission to the Owner for use of the Killarney Street frontage road to a proposed golf course maintenance facility to be situated within Parcel B, with the understanding that this frontage road shall be used when necessary by the City for the storage of snow. If so used by the City for the storage of snow, sufficient one lane access to the maintenance facilities shall be retained. Such road shall be maintained, repaired and replaced, as necessary, by the City. The snow will be stored in a manner that will minimize any salt or other chemicals flowing over the land of the Owner. If the Owner chooses to use this frontage road for access, Owner shall be required, subject to approval of the City Engineer, to construct a driveway access 20 feet wide comprised of six-inch thick concrete pavement over six-inch thick compacted aggregate base to connect the Killarney Street cul-de-sac with the Killarney Street frontage road. In such case, this improved driveway access shall be installed as part of the construction plan and building permit for the proposed maintenance facility.

**Section 10. Infrastructure within the Project.** Developer agrees that all infrastructure within the Planned Unit Development Project (including streets, storm sewers, sanitary sewers, sidewalks, streetlights, etc.) shall be constructed to meet the standards of City codes and ordinances, unless waived herein or in the approval of the Subdivision Plat, but shall not be dedicated to the City and shall be privately maintained as referenced above. The Corporate Authorities shall permit a waiver of the Subdivision and Land Development Code requirement for all lots to front on a public street.

**Section 11. Sanitary Sewer System.** The sanitary sewer system shall be comprised of a private lift station and private force main that connects to the existing public sanitary sewer at a location and routing subject to the approval of the City Engineer, Urbana-Champaign Sanitary District, and the IEPA. Only the Owner, or a party receiving title from the Owner, may not use such private portion of the system.

**Section 12. Code Compliance.** Developer agrees to cause all new development, construction, or additions on said Tract to be in conformance with all City of Urbana building, electrical, fire, and plumbing codes, orders or regulations in effect at the time of annexation. Developer agrees to submit all building construction plans to the City of Urbana for review and to correct any deficiencies identified in said plan review, or terminate any development plans and this Agreement.

**Section 13. Amendments.** Developer shall take no action nor omit to take action during the term of this Agreement which act or omission, as applied to Parcel A, would be a breach hereof, without first procuring a written amendment to this Agreement, duly executed by the Owner, Developer and the City.

## **ARTICLE II. REPRESENTATIONS AND OBLIGATIONS OF THE CORPORATE AUTHORITIES**

The Corporate Authorities agree to the following provisions:

**Section 1. 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 through 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. In the event any City code, ordinance, or regulation existing at the time the Tract is annexed to the City does not permit the development of Parcel A in accordance with the Site Plan, the City shall promptly grant, in addition to the variations hereinabove described, such variations as may be necessary to enable Developer=s improvement of Parcel A, and Owner=s use of Parcel B, in accordance with such documents, as per Article I, Section 2, above.

**Section 2. Zoning.** The Corporate Authorities agree that Parcel A will be rezoned from County CR, Conservation Recreation, to City R-4, Medium Density Multiple Family Residential, as provided by the Urbana Zoning Ordinance upon its annexation to the City (subject to other terms of this Agreement). The Corporate Authorities further agree that Parcel B will convert from Champaign County CR, Conservation Recreation Zoning to City CRE, Conservation-Recreation-Education Zoning (subject to other terms of this Agreement). The Corporate Authorities agree that all applicable development regulations existing at the time of annexation will apply to said Parcels. Furthermore, the Corporate Authorities agree not to re-zone the Parcels during the term of this Agreement without a rezoning petition executed by the Owner, requesting said change.

**Section 3. Residential Planned Unit Development (PUD).** The Corporate Authorities agree to approve a Special Use Permit for a Residential Planned Unit Development (PUD) Plan on Parcel A, substantially as shown on Exhibit F (effective until such time as the Owner and the then owners of the Project voluntarily request a withdrawal of the Special Use Permit). The Special Use Permit for the Residential PUD is approved for a condominium project as described herein. The Corporate Authorities further agree that the granting of the Special Use Permit is consistent with the established criteria identified in Section VII-6 of the Urbana Zoning Ordinance in that the Project:

- a. will be conducive to the public convenience at this location;
- b. will be designed, located, and proposed to be operated so that it will not be unreasonably injurious or detrimental to the district in which it will be located, or otherwise injurious or detrimental to the public welfare; and
- c. will conform to the applicable regulations and standards of, and preserves the essential character of, the district in which is shall be located.

**Section 4. Building Height Variance.** The Corporate Authorities hereby grant a variance to allow a height of approximately 65 feet for the Project building(s), in excess of the 35 feet required in the R-4 district, as illustrated in Exhibit F (effective until such time as the then owners of the Project voluntarily request a change in the height allowance) . This additional height will allow the Project to maintain a smaller footprint within the wooded environment of the Urbana Country Club and will permit views for residents. The Corporate Authorities further agree that the granting of this variance is consistent with the established criteria identified in Section XI-3 of the Urbana Zoning Ordinance, in that the variance:

- a. will not serve as a special privilege because the variance requested is due to special conditions and circumstances relating to the land or structure involved or to be used for occupancy thereof which is not generally applicable to other lands or structures in the same district;
- b. was not the result of a situation or condition having been knowingly or deliberately created by the Owner or Developer;
- c. will not alter the essential character of the neighborhood;
- d. will not cause a nuisance to adjacent property;
- e. represents, generally, the minimum deviation from requirements of the Zoning Ordinance necessary to accommodate the request.

**Section 5. Conditional Use Permit.** The Corporate Authorities agree to grant a Conditional Use Permit (effective until such time as the Owner voluntarily changes the use) to allow golf course and country club use of Parcel B. The Corporate Authorities further agree that the granting of this conditional use permit is consistent with the established criteria identified in Section VII-2 of the Urbana Zoning Ordinance in that the golf course and country club use:

- a. will be conducive to the public convenience at this location;
- b. will be designed, located, and proposed to be operated so that it will not be unreasonably injurious or detrimental to the district in which it will be located, or otherwise injurious or detrimental to the public welfare; and
- c. will conform to the applicable regulations and standards of, and preserves the essential character of, the district in which is shall be located.

Neither by this Agreement, nor by any implication from this Agreement, shall the City have any increase in control or jurisdiction over the operation of the Owner's golf facility or the Owner's real estate improvements, food and liquor service, or operations.

**Section 6. Access Road.** The Corporate Authorities agree to allow access to the Project via a private access road extending north from Country Club Road with improvements to be made by the Developer subject to the review and approval by the City Engineer and Urbana Fire Chief, and with maintenance to be ensured via a separate Agreement, as described in Article I, Section 9 herein.

**Section 7. Infrastructure Improvements within the Project.** The Corporate Authorities agree that all infrastructure within the Planned Unit Development (including streets, storm sewers, sanitary sewers, sidewalks, streetlights, etc.) shall not be dedicated to the City at this time and shall be privately maintained as described herein, consistent with the provisions for Planned Unit Developments, as set forth in the Urbana Zoning Ordinance. All of such privately owned infrastructure shall not be considered in determining the assessed value of the Project or of the Owner for real estate tax purposes, and the obligation to maintain, repair and replace, if necessary, such infrastructure shall be considered to reduce the value of the Project and of the Owner for real estate tax assessment purposes. The City shall only be responsible for conformance to the above sentence if, under Illinois law, such a provision is enforceable by the Owner or the Developer, or their successors in interest. In any case, the City agrees that it will not take a position against a request for such consideration relating to the infrastructure, by the Cunningham Township Assessor, the Champaign County Board of Review or the Illinois State Property Tax Appeal Board.

**Section 8. Subdivision Plat Approval.** The Corporate Authorities agree to review and approve a Preliminary and Final Plat to be submitted by the Developer and the Owner for the purpose of dividing the Tract into Parcel A and Parcel B, as described herein, subject to the regulations of the Urbana Subdivision and Land Development Code.

**Section 9. Waivers to the Subdivision and Land Development Code.** The Corporate Authorities agree to the following waivers to the Subdivision and Land Development Code: 1.) to allow lots not fronting on a public street, consistent with the provisions for Planned Unit Developments and with the particular location of the Project; 2.) to permit a private drive with a width of no less than 24 feet to provide access to the Project, subject to a separate development and maintenance Agreement specified in Article I, Section 9 herein; 3.) to permit no sidewalk access along the private drive, in recognition of existing walkways within the Urbana Country Club; 4.) other waivers as may be deemed necessary to allow construction of the Project as described herein, subject to the review and approval of the City Engineer.

**Section 10. Support for Subdivision Waivers and Deferrals:** The Corporate Authorities find that the waivers and deferrals of the City of Urbana's Subdivision and Land Development Code agreed to in Article II, Section 9 herein are supported by the following findings:

- (a) there are conditions of topography or other site specific reasons that make the application of any particular requirement of the Land Development code unnecessary or, in some cases perhaps, even useless;

- (b) the granting of the requested waiver would not harm other nearby properties;
- (c) the waiver would not negatively impact the public health, safety and welfare, including the objectives and goals set forth in the Comprehensive Plan.

**Section 11. Amendments.** The City shall take no action, nor omit to take action, during the term of this Agreement which act or omission, as applied to Parcel A, would be a breach hereof, without first procuring a written amendment to this Agreement duly executed by the Owner and (so long as the Developer owns an interest in Parcel A) Developer.

The City shall take no action nor omit to take action during the term of this Agreement which act or omission, as applied to Parcel B, would be a breach hereof, without first procuring a written amendment to this Agreement duly executed by the Owner.

**Section 12. Easements.** The City shall cooperate with Developer and Owner in obtaining all necessary easements and shall grant Developer and Owner access to all City owned rights-of-way, to enable Developer's provision of utility and sanitary sewer service to Parcel A.

**Section 13. Excavation, Grading, and Preparation of the Property for Development.** Developer shall have the right, prior to obtaining approval of final engineering drawings and prior to approval of a Final P.U.D. Plat or Final Subdivision Plat, to undertake demolition of structures, excavation, preliminary grading work, filling, and soil stockpiling on Parcel A in preparation for the development of Parcel A upon submittal of a grading plan and a soil erosion and sedimentation control plan to the City, which plans shall be satisfactory to the City Engineer. Such work shall be undertaken at Developer's sole risk and without injury to the Owner. No letter of credit, bond, or other security shall be required from Developer as a condition precedent to the commencement of such work.

**Section 14. Building Permits.** The City shall issue building permits for which Developer applies within ten days of receipt of application therefore or within ten days of the City's receipt of the last of the documents required to support such application. If the application is denied, the City shall provide Developer with a written statement specifying the reasons for denial of the application, including specifications of the requirements of law that the application or supporting documents fail to meet. The City shall issue such building permits upon Developer's compliance with those requirements. Developer may apply for building permits for portions of Parcel A after approval of the Final P.U.D. or Subdivision Plats for said portion of Parcel A, notwithstanding the fact that recordation of said Plats has not yet occurred and prior to the availability of storm sewer, sanitary sewer, and potable water service to such portion of Parcel A. Notwithstanding the foregoing, no occupancy permits shall be issued for such portions of Parcel A until the availability of such utilities is demonstrated.

**Section 15. Certificates of Occupancy.** The City shall issue certificates of occupancy to Developer within two working days of application therefore or issue a letter of denial within said period informing Developer specifically as to what corrections are necessary as a condition to the issuance of a certificate and quoting the section of any applicable

code, ordinance, or regulation relied on by the City in its request for correction. Developer=s inability, due to adverse weather conditions, to install driveways, service walks, public sidewalks, stoops, landscaping, and final grading shall not delay the issuance of a temporary certificate of occupancy (so long as there is, to all intents and purposes, no impact on the safe occupancy of the units or on the delivery of emergency services). The City shall have the right to require the posting of security, upon issuance of such temporary certificate of occupancy, in order to ensure completion of such uncompleted items. Temporary certificates of occupancy shall also not be delayed in the event adverse weather conditions prevent construction of final surface courses on private drives.

**Section 16. Special Assessments and Taxation.** Without the prior written consent of Owner, the City shall not:

- a. levy against any real or personal property within the Tract any special assessment or special tax for the cost of any improvements in or for the benefit of the Tract;
- b. undertake any local improvements in, on, or for the benefit of the Tract pursuant to the imposition of a special assessment or special tax against the Tract, or any portion thereof;
- c. levy or impose additional taxes on the Tract in the manner provided by law for the provision of special services to the Tract or to an area in which the Tract is located or for the payment of debt incurred in order to provide such special services.

Nothing in this section shall prevent the City from levying or imposing additional taxes on the Tract in the manner provided by law that are applicable to and apply equally to all other properties within the City.

**Section 17. City Approval.** Wherever any approval or consent of the City, or of any of its departments, officials, or employees, is called for under this Agreement, the same shall not be unreasonably withheld or delayed.

### **ARTICLE III: GENERAL PROVISIONS**

**Section 1: Term and Effect of this Agreement.** This Agreement, including the “Whereas” clauses above, 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 date of Annexation 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 the 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 Developer, their successors or assigns, which



obligation extends beyond the termination date of this Agreement, such obligation may be released, only upon the request of the Owner, 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.

All codes, ordinances, rules, and regulations of the City in effect as of the date hereof shall continue in effect, insofar as they relate to the development of Parcel A, during the entire term of this Agreement, except as otherwise provided herein and except to the extent of amendments mandated by state or federal requirements. All codes, ordinances, rules, and regulations of the City in effect as of the date hereof that relate to building, housing, plumbing, electrical, and related restrictions affecting development of Parcel A shall continue in effect, insofar as they relate to the development of Parcel A, during the entire term of this Agreement, except as otherwise provided herein and except to the extent that said codes, ordinances, rules, and regulations are amended on a general basis so as to be applicable to all property within the City for purposes of directly furthering the public health and safety.

No ordinance, now existing or hereafter enacted, regulating condominiums shall be applicable to the Property to the extent that the requirements of such ordinance are more restrictive than those of the Illinois Condominium Property Act, as amended from time to time.

Portions of the Property are presently being used for golfing. In reviewing the annexation Petition and this Agreement, the City has given due consideration to the continuation of such current use. Accordingly, and notwithstanding any provision of the City Code, the Zoning Ordinance, or any other code, ordinance, or regulation now in effect or adopted during the term of this Agreement and notwithstanding the City's zoning of the Tract pursuant to the terms hereof, the current uses of the Tract (including existing well and septic systems) shall be permitted to continue, and all structures, improvements, buildings, and roadways now located thereon shall be permitted to remain and shall be used notwithstanding their lack of conformance to City building, health, safety, or fire codes; provided, however, that the City may require compliance therewith if necessary to eliminate any imminent health or safety hazard and when material improvements are made to such structures, improvements, buildings, and roadways.

**Section 2. Covenant running with the land.** The terms of this Agreement will 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 or Developer as to all or any part of the Tract, and are further expressly made binding upon said City and the duly elected or appointed successors in office of its Corporate Authorities.

**Section 3. Binding Agreement upon parties.** The Corporate Authorities, Owner, and Developer agree that no party will take any action or omit to take action during the term of this Agreement which act 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, Developer (as to Parcel A, so long as the

Developer retains an interest in Parcel A), and the City. If any City code, ordinance, or regulation is hereafter adopted, amended, or interpreted so as to be less restrictive on Owner or Developer with respect to the development of Parcel A than is the case under the existing law, then at the option of Owner and Developer such less restrictive amendment or interpretation shall control.

**Section 4. Enforcement.** The Owner, Developer, and Corporate Authorities agree and hereby stipulate that, with notice and the opportunity to cure as stated herein, 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 declare this Agreement null and void in addition to other remedies available. Upon substantial breach by the Owner or Developer, the City may refuse the issuance of any permits or other approvals or authorizations relating to the anticipated development of Parcel A. Upon substantial breach of the City, and at the request of the Owner and a majority of the owners of the Project, the Tract shall be disconnected from the City.

**Section 5. Contingent Agreement.** This Agreement in its entirety, at the option of Owner and Developer, shall be null, void, and of no force and effect unless the Tract is validly annexed to the City and validly zoned and classified in accordance with and as contemplated by this Agreement at the times specified herein. Without Owner=s and Developer=s written consent, no action should be taken by the Corporate Authorities to annex the Property to the City. This Agreement shall be contingent upon the successful execution (a.) of the obligations set forth in Articles I and II, (b.) of all contingencies referenced herein and (c.) of all necessary Agreements and approvals. This Agreement shall also be contingent upon the successful execution of an Agreement between the Owner and the Developer to allow for the sale of Parcel A and for the development of the Project, as described herein. If any of these contingencies are not fulfilled, then this Annexation Agreement shall be null and void. In all cases requiring the approval of the Corporate Authorities, such Corporate Authorities shall not unreasonably withhold such approval.

**Section 6. Fees.** No fee or charge of any description shall be imposed on Owner or on the development and use of Parcel A unless, as of the date of this Agreement, such fee or charge is in existence and being collected by the City on a uniform basis from all owners, users, and developers of property within the City. The City shall not increase the amount of any fee or charge for building permit fees, occupancy permit fees, plan review fees, inspection fees, utility fees, application fees, or user fees during the Term of this Agreement unless such increases are (i) made generally applicable to all owners, users, and developers of property within the City and (ii) reasonably related to increased costs incurred by the City in providing the services for which such fee is assessed.

The City represents that no annexation fees or expenses are payable by Owner or Developer as a result of the annexation of the Property to the City.

**Section 7. Remedies.**

(a.) Upon a breach of this Agreement, any of the Parties, in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the

specific performance of the covenants and Agreements herein contained, may be awarded damages for failure of performance, or both, or may obtain rescission and disconnection for material failure of performance. No action taken by any party hereto pursuant to the provisions of this section 7 or pursuant to the provisions of any other section of this Agreement shall be deemed to constitute an election of remedies, and all remedies set forth in this Agreement shall be cumulative and nonexclusive of any other remedy either set forth herein or available to any party at law or in equity.

(b.) In the event of any breach of this Agreement, the Parties agree that the party alleged to be in breach shall have 30 days after written notice of said breach to correct the same prior to the non-breaching party=s seeking of any remedy provided for herein (provided, however, that said 30 day period shall be extended if the defaulting party has initiated the cure of said default and is diligently proceeding to cure the same).

(c.) If any of the Parties shall fail to perform any of its substantial obligations hereunder, and the party affected by such default shall have given written notice of such default to the defaulting party, and such defaulting party shall have failed to cure such default within 30 days of such default notice (provided, however, that said 30-day period shall be extended if the defaulting party has initiated the cure of said default and is diligently proceeding to cure the same), then, in addition to any and all other remedies that may be available, either at law or in equity, the party affected by such default shall have the right (but not the obligation) to take such action as in its reasonable discretion and judgment shall be necessary to cure such default. In such event, the defaulting party hereby agrees to pay and reimburse the party affected by such default for all reasonable costs and expenses (including attorneys' fees and litigation expenses) incurred by it in connection with any action taken to pursue or cure such default.

(d.) The failure of the Parties to insist on the strict and prompt performance of the terms, covenants, Agreements, and conditions herein contained, or any of them, on any other party imposed, shall not constitute, or be construed as, a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, Agreement, or condition, but the same shall continue in full force and effect.

(e.) If the performance of any covenant to be performed hereunder by any Party is delayed as a result of circumstances that are beyond the reasonable control of such Party (which circumstances may include acts of God, war, acts of civil disobedience, strikes, or similar acts), the time for such performance shall be extended by the amount of time of such delay.

**Section 8. Successors and Assigns.** This Agreement shall inure to the benefit of, and shall be binding on, successors of Owner and Developer and their respective successor=s, grantees, lessees, and assigns, and on successor corporate authorities of the City and successor municipalities, and shall constitute a covenant running with the land. This Agreement may be assigned by the Owner without City approval and on said assignment and acceptance by an assignee, the assignor shall have no further obligations hereunder. If a portion of the Tract is sold, the seller shall be deemed to have assigned to the purchaser any and all rights and obligations it may have under this Agreement that affect

the portion of the Tract sold or conveyed, and thereafter the seller shall have no further obligations under this Agreement as it relates to the portion of the Tract conveyed.

**Section 9. Notices.** Any notice required or permitted by the provisions 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, by notice, may designate:

If to the City: City of Urbana  
c/o Mayor Laurel Lunt Prussing, or her successor in office  
400 S. Vine St.  
Urbana, IL 61801

With a copy to: Jack Waaler, or his successor in office  
City Attorney  
400 S. Vine St.  
Urbana, IL 61801

If to Developer: Snyder Corporation  
c/o Steve Snyder  
1 Brickyard Drive  
Bloomington, IL 61701

With an information copy to: Jeffrey Wampler  
Erwin, Martinkus & Cole  
411 W. University  
Champaign, IL 61820

If to Owner: UGCC  
c/o President Cathy Mitchell, or her successor in office  
100 W. Country Club Road  
Urbana, IL 61801

With an information copy to: Carl M. Webber  
Webber & Thies, P.C.  
202 Lincoln Square  
P.O. Box 189  
Urbana, IL 61803-0189

Notices shall be deemed given on the fifth business day following deposit in the U.S. Mail, if given by certified mail as aforesaid, and upon receipt, if personally delivered.

**Section 10. Effective Date.** The Corporate Authorities, Owner, and Developer 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 upon which the last party has signed this Agreement.

IN WITNESS WHEREOF, the Corporate Authorities, Owner and Developer 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.

**CITY:**

**CITY OF URBANA, ILLINOIS**  
**an Illinois municipal corporation**

By \_\_\_\_\_  
**Laurel Lunt Prussing, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Phyllis D. Clark, City Clerk**

**DEVELOPER:**  
**SNYDER CORPORATION**

By \_\_\_\_\_  
**Jack O. Snyder, Its President**

**ATTEST:**

\_\_\_\_\_  
**Its Secretary**

**OWNER:**  
**URBANA GOLF AND COUNTRY CLUB**

By \_\_\_\_\_  
**Cathy Mitchell, Its President**

**ATTEST**

\_\_\_\_\_  
**Its Secretary**

- Exhibits attached and made a part of this Agreement:**  
**Exhibit "A": Legal Description of Tract**  
**Exhibit "B": Map of Tract to be annexed**  
**Exhibit "C": Legal Description of Parcel "A"**  
**Exhibit "D": Legal Description of Parcel "B"**  
**Exhibit "E": Map of Parcel "A" and Parcel "B"**  
**Exhibit "F": Site Plan and Elevations of Project (Planned Unit Development)**

## Exhibit "A"

### Legal Description of Tract

BEGINNING AT A 5-INCH DIAMETER POST AT THE NORTHEAST CORNER OF LOT 1 OF LINCOLN CENTRE SUBDIVISION, CHAMPAIGN COUNTY, ILLINOIS AS RECORDED IN PLAT BOOK "Z" AT PAGE 70 IN THE OFFICE OF THE RECORDER OF CHAMPAIGN COUNTY, SAID NORTHEAST CORNER OF LOT 1 ALSO BEING THE NORTHWEST CORNER OF THE URBANA GOLF & COUNTRY CLUB TRACT AS FILED FOR RECORD IN BOOK 270 AT PAGE 47 IN THE OFFICE OF THE RECORDER OF CHAMPAIGN COUNTY, ILLINOIS; THENCE NORTH 89 DEGREES 40 MINUTES 11 SECONDS EAST ALONG THE NORTH LINE OF SAID URBANA GOLF & COUNTRY CLUB TRACT, SAID LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF F.A. ROUTE 39 (INTERSTATE 74), A DISTANCE OF 50.00 FEET TO AN IRON PIPE SURVEY MONUMENT SET AT THE SOUTHWEST CORNER OF THE URBANA GOLF & COUNTRY CLUB TRACT AS FILED FOR RECORD IN BOOK 944 AT PAGE 83 IN THE OFFICE OF THE RECORDER OF CHAMPAIGN COUNTY, ILLINOIS; THENCE NORTH 00 DEGREES 19 MINUTES 49 SECONDS WEST ALONG THE WEST LINE OF SAID URBANA GOLF & COUNTRY CLUB TRACT, SAID LINE ALSO BEING A JOG IN THE SOUTH RIGHT-OF-WAY LINE OF SAID F.A. ROUTE 39 (INTERSTATE 74), A DISTANCE OF 40.00 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE NORTH 89 DEGREES 10 MINUTES 50 SECONDS EAST ALONG THE NORTH LINE OF SAID URBANA GOLF & COUNTRY CLUB TRACT, SAID LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF F.A. ROUTE 39 (INTERSTATE 74), A DISTANCE OF 1370.31 FEET TO AN IRON PIPE SURVEY MONUMENT SET IN THE CENTERLINE OF THE SALINE BRANCH DRAINAGE DISTRICT DITCH; THENCE SOUTH 13 DEGREES 10 MINUTES 49 SECONDS EAST ALONG THE CENTERLINE OF SAID SALINE BRANCH DRAINAGE DISTRICT DITCH, A DISTANCE OF 427.32 FEET TO AN IRON PIPE SET; THENCE SOUTH 10 DEGREES 13 MINUTES 19 SECONDS EAST ALONG THE CENTERLINE OF SAID SALINE BRANCH DRAINAGE DISTRICT DITCH, A DISTANCE OF 170.49 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE SOUTH 00 DEGREES 19 MINUTES 33 SECONDS WEST ALONG THE CENTERLINE OF SAID SALINE BRANCH DRAINAGE DISTRICT DITCH, A DISTANCE OF 263.70 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE SOUTH 11 DEGREES 18 MINUTES 24 SECONDS WEST ALONG THE CENTERLINE OF SAID SALINE BRANCH DRAINAGE DISTRICT DITCH, A DISTANCE OF 414.12 FEET TO AN IRON PIPE SURVEY MONUMENT SET ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHAMPAIGN COUNTY, ILLINOIS; THENCE SOUTH 00 DEGREES 46 MINUTES 07 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 5, A DISTANCE OF 117.71 FEET TO AN IRON PIPE SURVEY MONUMENT SET AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 5; THENCE SOUTH 89 DEGREES 37 MINUTES 30 SECONDS WEST ALONG THE SOUTH

LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 5, A DISTANCE OF 593.39 FEET TO AN IRON PIPE SURVEY MONUMENT SET IN THE REMAINS OF AN OLD POST AT A SOUTHWESTERLY CORNER OF THE URBANA GOLF & COUNTRY CLUB TRACT AS FILED FOR RECORD IN BOOK 270 AT PAGE 47 IN THE OFFICE OF THE RECORDER OF CHAMPAIGN COUNTY, ILLINOIS; THENCE NORTH 01 DEGREES 17 MINUTES 02 SECONDS WEST ALONG THE WESTERLY LINE OF SAID URBANA GOLF & COUNTRY CLUB TRACT, A DISTANCE OF 444.19 FEET TO A WOOD POST; THENCE NORTH 43 DEGREES 54 MINUTES 13 SECONDS WEST ALONG A SOUTHWESTERLY LINE OF SAID URBANA GOLF & COUNTRY CLUB TRACT, A DISTANCE OF 308.04 FEET TO A 5-INCH DIAMETER STEEL POST AT THE SOUTHEAST CORNER OF LOT 1 OF SAID LINCOLN CENTRE SUBDIVISION; THENCE NORTH 44 DEGREES 35 MINUTES 16 SECONDS WEST ALONG A SOUTHWESTERLY LINE OF SAID URBANA GOLF & COUNTRY CLUB TRACT, SAID LINE ALSO BEING A NORTHEASTERLY LINE OF SAID LOT 1, A DISTANCE OF 200.49 FEET TO A 5-INCH DIAMETER STEEL POST; THENCE NORTH 73 DEGREES 36 MINUTES 25 SECONDS WEST ALONG A SOUTHWESTERLY LINE OF SAID URBANA GOLF & COUNTRY CLUB TRACT, SAID LINE ALSO BEING A NORTHEASTERLY LINE OF SAID LOT 1, A DISTANCE OF 528.34 FEET TO A 5-INCH DIAMETER STEEL POST; THENCE NORTH 00 DEGREES 19 MINUTES 06 SECONDS WEST ALONG A WESTERLY LINE OF SAID URBANA GOLF & COUNTRY CLUB TRACT, SAID LINE ALSO BEING THE EAST LINE OF SAID LOT 1, A DISTANCE OF 357.43 FEET TO THE POINT OF BEGINNING, CONTAINING 31.533 ACRES, MORE OR LESS, ALL SITUATED IN CHAMPAIGN COUNTY, ILLINOIS.

**Exhibit "B"**

**Maps of Tract to be Annexed**

**Exhibit “C”**

**Legal Description of Parcel “A”**

**(Condominium Tract)**

COMMENCING AT A 5-INCH DIAMETER POST AT THE NORTHEAST CORNER OF LOT 1 OF LINCOLN CENTRE SUBDIVISION, CHAMPAIGN COUNTY, ILLINOIS AS RECORDED IN PLAT BOOK “Z” AT PAGE 70 IN THE OFFICE OF THE RECORDER OF CHAMPAIGN COUNTY, SAID NORTHEAST CORNER OF LOT 1 ALSO BEING THE NORTHWEST CORNER OF THE URBANA GOLF & COUNTRY CLUB TRACT AS FILED FOR RECORD IN BOOK 270 AT PAGE 47 IN THE OFFICE OF THE RECORDER OF CHAMPAIGN COUNTY, ILLINOIS; THENCE NORTH 89 DEGREES 40 MINUTES 11 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID URBANA GOLF & COUNTRY CLUB TRACT, SAID LINE ALSO BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF F.A. ROUTE 39 (INTERSTATE 74), A DISTANCE OF 50.00 FEET TO AN IRON PIPE SURVEY MONUMENT SET AT THE SOUTHWEST CORNER OF THE URBANA GOLF & COUNTRY CLUB TRACT AS FILED FOR RECORD IN BOOK 944 AT PAGE 83 IN THE OFFICE OF THE RECORDER OF CHAMPAIGN COUNTY, ILLINOIS; THENCE NORTH 00 DEGREES 19 MINUTES 49 SECONDS WEST ALONG THE WEST LINE OF SAID URBANA GOLF & COUNTRY CLUB TRACT, SAID LINE ALSO BEING A JOG IN THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID F.A. ROUTE 39 (INTERSTATE 74), A DISTANCE OF 40.00 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE NORTH 89 DEGREES 10 MINUTES 50 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID URBANA GOLF & COUNTRY CLUB TRACT, SAID LINE ALSO BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF F.A. ROUTE 39 (INTERSTATE 74), A DISTANCE OF 1,370.31 FEET TO AN IRON PIPE SURVEY MONUMENT SET IN THE CENTERLINE OF THE SALINE BRANCH DRAINAGE DISTRICT DITCH; THENCE SOUTH 13 DEGREES 10 MINUTES 49 SECONDS EAST ALONG THE CENTERLINE OF SAID SALINE BRANCH DRAINAGE DISTRICT DITCH, A DISTANCE OF 427.32 FEET TO AN IRON PIPE SET FOR THE POINT OF BEGINNING; THENCE SOUTH 10 DEGREES 13 MINUTES 19 SECONDS EAST ALONG THE CENTERLINE OF SAID SALINE BRANCH DRAINAGE DISTRICT DITCH, A DISTANCE OF 170.49 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE SOUTH 00 DEGREES 19 MINUTES 33 SECONDS WEST ALONG THE CENTERLINE OF SAID SALINE BRANCH DRAINAGE DISTRICT DITCH, A DISTANCE OF 263.70 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE SOUTH 11 DEGREES 18 MINUTES 24 SECONDS WEST ALONG THE CENTERLINE OF SAID SALINE BRANCH DRAINAGE DISTRICT DITCH, A DISTANCE OF 348.22 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE NORTH 80 DEGREES 58 MINUTES 46 SECONDS WEST, A DISTANCE OF 73.74 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE NORTH 40 DEGREES 00 MINUTES 24 SECONDS WEST, A DISTANCE OF 207.97 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE NORTH 16 DEGREES 37 MINUTES 12 SECONDS



WEST, A DISTANCE OF 304.52 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE NORTH 34 DEGREES 44 MINUTES 53 SECONDS WEST, A DISTANCE OF 144.22 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE NORTH 39 DEGREES 01 MINUTES 49 SECONDS EAST, A DISTANCE OF 183.57 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE NORTH 80 DEGREES 40 MINUTES 53 SECONDS EAST, A DISTANCE OF 303.75 FEET TO THE POINT OF BEGINNING, CONTAINING 5.168 ACRES, MORE OR LESS, ALL SITUATED IN CHAMPAIGN COUNTY, ILLINOIS.

## Exhibit "D"

### Legal Description of Parcel "B"

#### (Remainder Tract)

BEGINNING AT A 5-INCH DIAMETER POST AT THE NORTHEAST CORNER OF LOT 1 OF LINCOLN CENTRE SUBDIVISION, CHAMPAIGN COUNTY, ILLINOIS AS RECORDED IN PLAT BOOK "Z" AT PAGE 70 IN THE OFFICE OF THE RECORDER OF CHAMPAIGN COUNTY, SAID NORTHEAST CORNER OF LOT 1 ALSO BEING THE NORTHWEST CORNER OF THE URBANA GOLF & COUNTRY CLUB TRACT AS FILED FOR RECORD IN BOOK 270 AT PAGE 47 IN THE OFFICE OF THE RECORDER OF CHAMPAIGN COUNTY, ILLINOIS; THENCE NORTH 89 DEGREES 40 MINUTES 11 SECONDS EAST ALONG THE NORTH LINE OF SAID URBANA GOLF & COUNTRY CLUB TRACT, SAID LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF F.A. ROUTE 39 (INTERSTATE 74), A DISTANCE OF 50.00 FEET TO AN IRON PIPE SURVEY MONUMENT SET AT THE SOUTHWEST CORNER OF THE URBANA GOLF & COUNTRY CLUB TRACT AS FILED FOR RECORD IN BOOK 944 AT PAGE 83 IN THE OFFICE OF THE RECORDER OF CHAMPAIGN COUNTY, ILLINOIS; THENCE NORTH 00 DEGREES 19 MINUTES 49 SECONDS WEST ALONG THE WEST LINE OF SAID URBANA GOLF & COUNTRY CLUB TRACT, SAID LINE ALSO BEING A JOG IN THE SOUTH RIGHT-OF-WAY LINE OF SAID F.A. ROUTE 39 (INTERSTATE 74), A DISTANCE OF 40.00 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE NORTH 89 DEGREES 10 MINUTES 50 SECONDS EAST ALONG THE NORTH LINE OF SAID URBANA GOLF & COUNTRY CLUB TRACT, SAID LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF F.A. ROUTE 39 (INTERSTATE 74), A DISTANCE OF 1370.31 FEET TO AN IRON PIPE SURVEY MONUMENT SET IN THE CENTERLINE OF THE SALINE BRANCH DRAINAGE DISTRICT DITCH; THENCE SOUTH 13 DEGREES 10 MINUTES 49 SECONDS EAST ALONG THE CENTERLINE OF SAID SALINE BRANCH DRAINAGE DISTRICT DITCH, A DISTANCE OF 427.32 FEET TO AN IRON PIPE SET; THENCE SOUTH 10 DEGREES 13 MINUTES 19 SECONDS EAST ALONG THE CENTERLINE OF SAID SALINE BRANCH DRAINAGE DISTRICT DITCH, A DISTANCE OF 170.49 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE SOUTH 00 DEGREES 19 MINUTES 33 SECONDS WEST ALONG THE CENTERLINE OF SAID SALINE BRANCH DRAINAGE DISTRICT DITCH, A DISTANCE OF 263.70 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE SOUTH 11 DEGREES 18 MINUTES 24 SECONDS WEST ALONG THE CENTERLINE OF SAID SALINE BRANCH DRAINAGE DISTRICT DITCH, A DISTANCE OF 414.12 FEET TO AN IRON PIPE SURVEY MONUMENT SET ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHAMPAIGN COUNTY, ILLINOIS; THENCE SOUTH 00 DEGREES 46 MINUTES 07 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID

**SECTION 5, A DISTANCE OF 117.71 FEET TO AN IRON PIPE SURVEY MONUMENT SET AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 5; THENCE SOUTH 89 DEGREES 37 MINUTES 30 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 5, A DISTANCE OF 593.39 FEET TO AN IRON PIPE SURVEY MONUMENT SET IN THE REMAINS OF AN OLD POST AT A SOUTHWESTERLY CORNER OF THE URBANA GOLF & COUNTRY CLUB TRACT AS FILED FOR RECORD IN BOOK 270 AT PAGE 47 IN THE OFFICE OF THE RECORDER OF CHAMPAIGN COUNTY, ILLINOIS; THENCE NORTH 01 DEGREES 17 MINUTES 02 SECONDS WEST ALONG THE WESTERLY LINE OF SAID URBANA GOLF & COUNTRY CLUB TRACT, A DISTANCE OF 444.19 FEET TO A WOOD POST; THENCE NORTH 43 DEGREES 54 MINUTES 13 SECONDS WEST ALONG A SOUTHWESTERLY LINE OF SAID URBANA GOLF & COUNTRY CLUB TRACT, A DISTANCE OF 308.04 FEET TO A 5-INCH DIAMETER STEEL POST AT THE SOUTHEAST CORNER OF LOT 1 OF SAID LINCOLN CENTRE SUBDIVISION; THENCE NORTH 44 DEGREES 35 MINUTES 16 SECONDS WEST ALONG A SOUTHWESTERLY LINE OF SAID URBANA GOLF & COUNTRY CLUB TRACT, SAID LINE ALSO BEING A NORTHEASTERLY LINE OF SAID LOT 1, A DISTANCE OF 200.49 FEET TO A 5-INCH DIAMETER STEEL POST; THENCE NORTH 73 DEGREES 36 MINUTES 25 SECONDS WEST ALONG A SOUTHWESTERLY LINE OF SAID URBANA GOLF & COUNTRY CLUB TRACT, SAID LINE ALSO BEING A NORTHEASTERLY LINE OF SAID LOT 1, A DISTANCE OF 528.34 FEET TO A 5-INCH DIAMETER STEEL POST; THENCE NORTH 00 DEGREES 19 MINUTES 06 SECONDS WEST ALONG A WESTERLY LINE OF SAID URBANA GOLF & COUNTRY CLUB TRACT, SAID LINE ALSO BEING THE EAST LINE OF SAID LOT 1, A DISTANCE OF 357.43 FEET TO THE POINT OF BEGINNING, CONTAINING 31.533 ACRES, MORE OR LESS, ALL SITUATED IN CHAMPAIGN COUNTY, ILLINOIS.**

**EXCEPT:**

**“CONDOMINIUM TRACT”:**

**COMMENCING AT A 5-INCH DIAMETER POST AT THE NORTHEAST CORNER OF LOT 1 OF LINCOLN CENTRE SUBDIVISION, CHAMPAIGN COUNTY, ILLINOIS AS RECORDED IN PLAT BOOK “Z” AT PAGE 70 IN THE OFFICE OF THE RECORDER OF CHAMPAIGN COUNTY, SAID NORTHEAST CORNER OF LOT 1 ALSO BEING THE NORTHWEST CORNER OF THE URBANA GOLF & COUNTRY CLUB TRACT AS FILED FOR RECORD IN BOOK 270 AT PAGE 47 IN THE OFFICE OF THE RECORDER OF CHAMPAIGN COUNTY, ILLINOIS; THENCE NORTH 89 DEGREES 40 MINUTES 11 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID URBANA GOLF & COUNTRY CLUB TRACT, SAID LINE ALSO BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF F.A. ROUTE 39 (INTERSTATE 74), A DISTANCE OF 50.00 FEET TO AN IRON PIPE SURVEY MONUMENT SET AT THE SOUTHWEST CORNER OF THE URBANA GOLF & COUNTRY CLUB TRACT AS FILED FOR RECORD IN BOOK 944 AT PAGE 83 IN THE OFFICE**

**OF THE RECORDER OF CHAMPAIGN COUNTY, ILLINOIS; THENCE NORTH 00 DEGREES 19 MINUTES 49 SECONDS WEST ALONG THE WEST LINE OF SAID URBANA GOLF & COUNTRY CLUB TRACT, SAID LINE ALSO BEING A JOG IN THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID F.A. ROUTE 39 (INTERSTATE 74), A DISTANCE OF 40.00 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE NORTH 89 DEGREES 10 MINUTES 50 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID URBANA GOLF & COUNTRY CLUB TRACT, SAID LINE ALSO BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF F.A. ROUTE 39 (INTERSTATE 74), A DISTANCE OF 1,370.31 FEET TO AN IRON PIPE SURVEY MONUMENT SET IN THE CENTERLINE OF THE SALINE BRANCH DRAINAGE DISTRICT DITCH; THENCE SOUTH 13 DEGREES 10 MINUTES 49 SECONDS EAST ALONG THE CENTERLINE OF SAID SALINE BRANCH DRAINAGE DISTRICT DITCH, A DISTANCE OF 427.32 FEET TO AN IRON PIPE SET FOR THE POINT OF BEGINNING; THENCE SOUTH 10 DEGREES 13 MINUTES 19 SECONDS EAST ALONG THE CENTERLINE OF SAID SALINE BRANCH DRAINAGE DISTRICT DITCH, A DISTANCE OF 170.49 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE SOUTH 00 DEGREES 19 MINUTES 33 SECONDS WEST ALONG THE CENTERLINE OF SAID SALINE BRANCH DRAINAGE DISTRICT DITCH, A DISTANCE OF 263.70 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE SOUTH 11 DEGREES 18 MINUTES 24 SECONDS WEST ALONG THE CENTERLINE OF SAID SALINE BRANCH DRAINAGE DISTRICT DITCH, A DISTANCE OF 348.22 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE NORTH 80 DEGREES 58 MINUTES 46 SECONDS WEST, A DISTANCE OF 73.74 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE NORTH 40 DEGREES 00 MINUTES 24 SECONDS WEST, A DISTANCE OF 207.97 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE NORTH 16 DEGREES 37 MINUTES 12 SECONDS WEST, A DISTANCE OF 304.52 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE NORTH 34 DEGREES 44 MINUTES 53 SECONDS WEST, A DISTANCE OF 144.22 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE NORTH 39 DEGREES 01 MINUTES 49 SECONDS EAST, A DISTANCE OF 183.57 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE NORTH 80 DEGREES 40 MINUTES 53 SECONDS EAST, A DISTANCE OF 303.75 FEET TO THE POINT OF BEGINNING, CONTAINING 5.168 ACRES, MORE OR LESS, ALL SITUATED IN CHAMPAIGN COUNTY, ILLINOIS.**

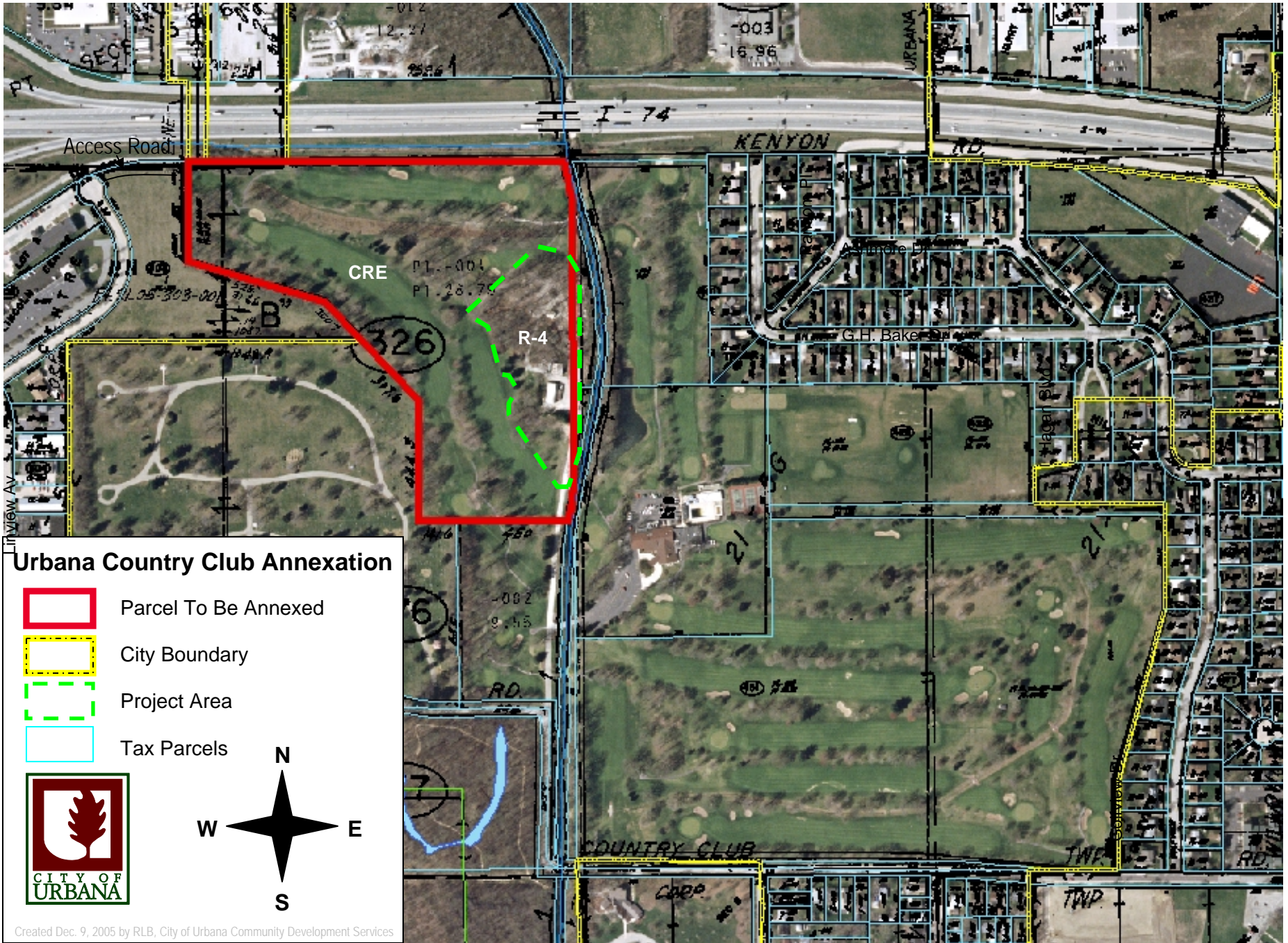
**SAID NET "REMAINDER TRACT" CONTAINING 26.365 ACRES, MORE OR LESS ALL SITUATED IN CHAMPAIGN COUNTY, ILLINOIS.**

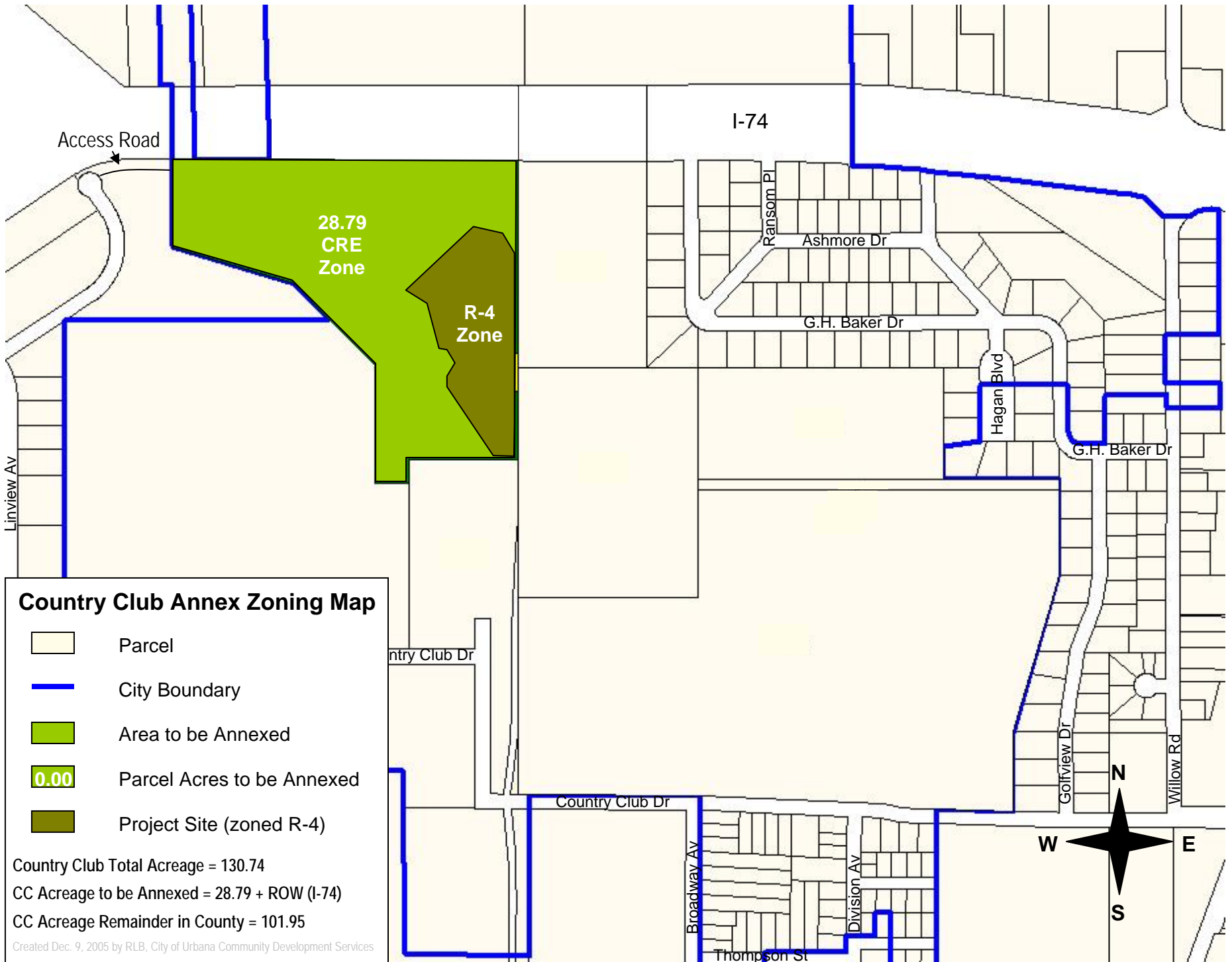
### **Exhibit "E"**

### **Map of Parcel "A" and Parcel "B"**






**Exhibit “F”**

**Site Plan and Elevations of Project (Planned Unit Development)**





**Country Club Annex Zoning Map**

-  Parcel
-  City Boundary
-  Area to be Annexed
-  0.00 Parcel Acres to be Annexed
-  Project Site (zoned R-4)

Country Club Total Acreage = 130.74  
 CC Acreage to be Annexed = 28.79 + ROW (I-74)  
 CC Acreage Remainder in County = 101.95

Created Dec. 9, 2005 by RLB, City of Urbana Community Development Services

**MINUTES OF A REGULAR MEETING**

**URBANA PLAN COMMISSION**

**DRAFT**

**DATE:** January 5, 2006  
**TIME:** 7:30 P.M.  
**PLACE:** Urbana City Building  
400 South Vine Street  
Urbana, IL 61801

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**MEMBERS PRESENT:** Laurie Goscha, Benjamin Grosser, Lew Hopkins, Michael Pollock, Bernadine Stake, Marilyn Upah-Bant, James Ward

**MEMBERS EXCUSED:** Jane Burris, Don White

**STAFF PRESENT:** Elizabeth Tyler, Community Development Director; Robert Myers, Planning Manager; Paul Lindahl, Planner I; Matt Wempe, Planner I; Tony Weck, Recording Secretary

**OTHERS PRESENT:** Tom Berns, Mark Seaman, Paul Tatman, Carl Webber

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**NEW PUBLIC HEARINGS**

**Plan Case No. 2005-A-13: Annexation Agreement for a 26.7-acre tract of property, located along the south side of Interstate 74, generally east of the eastern terminus of Killarney Street and generally north of the northern terminus of Country Club Drive/Urbana Golf & Country Club.**

**Plan Case No. 1972-M-05: Request to rezone a 5.4-acre tract of property located south of Interstate 74, generally east of the eastern terminus of Killarney Street and generally north of the northern terminus of Country Club Drive from Champaign County C-R, Conservation-Recreation Zoning District to City, R-4, Medium Density Multiple Family Residential Zoning District upon annexation.**

The staff reports for these cases were presented together by Matt Wempe, Planner I. Mr. Wempe began by giving a brief introduction and background on the case. Aerial views of both parcels to be annexed were shown and Mr. Wempe discussed, among other things, the tax benefits to the City of Urbana of the annexation and development of these parcels. Mr. Wempe further presented and reviewed staff's recommendation, which was as follows:



*City staff recommended that, with regards to both Plan Case NO. 2005-A-13 and 1972-M-05, the Commission forward this case to the City Council with a recommendation to approve the proposed Annexation Agreement as presented.*

The public hearing regarding these Plan Cases was then opened by Mr. Pollock. Charlie Farner and Steve Snyder addressed the Commission on the particulars of the Planned Unit Development. Mr. Ward inquired as to the length of the access drive to the development. Ms. Tyler stated that the length of the drive was not seen as problematic by the City Engineer and that a second access point was not seen as warranted. Mr. Grosser expressed concern with regards to tree conservation in the area and Mr. Snyder responded that as many trees as possible would be preserved. Tom Berns further commented that many of the trees near the development, which lie along the Saline Branch, have been there since the Branch was constructed in approximately 1902. Concern was also expressed by the Commission with regards to emergency access to the development, especially considering that there would be only the one access road to it. Mr. Berns responded that, while it may not be desirable, fire trucks and other emergency vehicles could simply drive across the grass to get to the building in the event of an emergency. Mr. Snyder also noted that the building would be fully equipped with fire sprinklers and would be of a fire resistant design.

Having no further comment from the Commission or petitioners, Mr. Pollock closed the public hearing and Ms. Stake moved that the Commission forward Case No. 2005-A-13 to the City Council with a recommendation to approve. Mr. Grosser seconded the motion. Roll call was taken and was as follows:

Ms. Goscha	-	Yes	Ms. Stake	-	Yes
Mr. Grosser	-	Yes	Ms. Upah-Bant	-	Yes
Mr. Hopkins	-	Yes	Mr. Ward	-	Yes
Mr. Pollock	-	Yes			

The motion was passed by a vote of 7-0. It is anticipated that the City Council would consider the case at their January 23, 2006 meeting.

In the matter of Case No. 1972-M-05, Ms. Stake moved that the Commission forward the case to the City Council with a recommendation to approve. Mr. Grosser seconded the motion. Roll call was taken and was as follows:

Ms. Goscha	-	Yes	Ms. Stake	-	Yes
Mr. Grosser	-	Yes	Ms. Upah-Bant	-	Yes
Mr. Hopkins	-	Yes	Mr. Ward	-	Yes
Mr. Pollock	-	Yes			

The motion was passed by a vote of 7-0. The anticipated date for City Council consideration of this case is January 23, 2006.