



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Planning Division

MEMORANDUM

TO: The Urbana Plan Commission

FROM: Rob Kowalski, Planning Manager

DATE: February 2, 2005

SUBJECT: Plan Case No. 1871-A-03: Request to revise an approved Annexation Agreement for the Prairie Winds Development located on the south side of Colorado Avenue approximately 394 feet east of Philo Road.

Plan Case No. 1902-S-04: Request to revise an approved Preliminary and Final Subdivision Plat for Prairie Winds Subdivision.

Introduction & Background

In December 2003 the Urbana Plan Commission recommended approval of an annexation agreement with John Hingtgen and Virgil Naugle and a development proposal by Paul Tatman for a Planned Unit Development (PUD) on a 31-acre tract commonly referred to as the “Golladay Tract” on the south side of Colorado Avenue extended. The development, called Prairie Winds, was approved having three primary components. The first component on the west end of the site featured a 70 to 75-unit Senior Retirement Center. The second component directly east of the Senior Retirement Center featured 38 residential condominiums in a series of duplex and four-plexes. All of the condominiums would be situated around the interior perimeter of a private “loop” road called Prairie Winds Circle. The final component of the development featured a 29-lot single-family subdivision at the east end of the site as the property abuts the Stone Creek Subdivision. Public infrastructure for the development included the completion of Colorado Avenue to Stone Creek Boulevard along with two new local level roadways to allow access to the single-family residential subdivision.

The property was annexed in March 2004 and a subdivision was approved for the development. The subdivision was approved with one lot for the Senior Retirement Center, a second lot for all the condominiums and the private road, and 29 additional lots for the single-family subdivision. The lots for the Senior Retirement Center and condominiums comprised the boundary of the PUD approval. The single-family subdivision was not a component of the PUD approval. In August 2004 the Developer requested a minor change to the layout of the condominium portion

of the PUD. This amendment included changing all the four-plexes to duplexes and adding four additional buildings. On September 20, 2004 the City Council approved the change in the layout. During the summer and fall of 2004 the infrastructure was constructed for the development.

Issues and Discussion

Proposed Revision

The current proposed changes to the development only involve the platting of lots and the designation of a roadway from private to public. It does not involve the addition of any new buildings and it does not involve a change to the layout of buildings that was approved in the summer of 2004. After additional market research for the condominiums by the Developer it was determined that it would be more beneficial to have the 42 condominiums on their own individual lots as opposed to all the condominiums on one large lot. In this scenario the buyer purchases a lot and the condominium itself as opposed to just the unit. A private homeowners association will be formed that will be responsible for maintaining the grounds and exterior of the buildings. To accomplish this change the Developer is requesting that the condominium portion of the Prairie Winds development no longer be considered as a PUD and now be considered as a “common-lot line” subdivision. The Urbana Zoning Ordinance contains provisions for allowing common-lot line subdivisions where lots can be slightly smaller than ordinarily permitted in the zoning district and units can be attached. This concept is currently being developed at The Ridge and The Vistas developments on Amber Lane and Myra Ridge Drive.

Under these provisions for common lot-line subdivisions each lot must be a minimum of 4,500 square feet in area. By creating a common-lot line subdivision with the originally approved building layout, this requirement is met on all but three lots in the southwest corner of the condominium development. The proposed amended annexation agreement stipulates approval of a variance for these lots (Article II Section 6). Further, the setback requirement for the buildings to a public road is 15 feet. This requirement is met on all lots with the exception of 14 lots where the maximum setback possible is 10 feet. Again, the amended agreement specifies granting a variance from this requirement. It was the opinion of staff that these variances do not have a negative to the development or the zoning district and would allow the originally approved building layout to remain intact while allowing the subdivision of the property.

The second change to the originally approved agreement involves the “loop” road serving the condominiums. Under the original approval the road was planned to be privately owned and maintained. Under the new proposal the road will be dedicated to the City for ownership and maintenance. The Urbana Subdivision and Land Development Code requires that all lots front “on a public street”. In order for the proposed subdivision to meet this requirement the road needed to become public. The original agreement included provisions that the road be built to public standards and construction of the road is complete at this time. Dedicating the road to the public will ease the burden of future Homeowner Associations today and in the future with issues of snow removal, maintenance and eventual replacement.

Analysis of Proposed Change

The proposed changes have no impact on the approved layout of the buildings or infrastructure for the development. The changes only impact how the property is subdivided and how the road serving the condominiums will be owned and maintained. The originally approved annexation agreement was specific to the fact that the condominiums would be part of the PUD on one lot and that the road would be private. After the change the only portion of the development that would be considered a PUD would be the lot designated for the Senior Retirement Center. To make this change a revision to the agreement and originally approved subdivision plat is necessary. The additional variances required are only necessitated by the creation of the subdivision and not by any change in the originally approved building layout for the development. There is no change of zoning districts proposed.

Summary of Staff Findings

1. The proposed revisions to the originally approved annexation agreement for the Prairie Winds development are generally consistent with the original approval granted in December 2003 and the subsequent revision in September 2004.
2. The proposed change only involves the subdivision of the property and a change in ownership and maintenance of the roadway serving the condominiums and does not involve any change to the approved layout of buildings or other site details for the development.
3. The new subdivision for the development creates the need for two variances to the requirements of the Urbana Zoning Ordinance. The variances for lot size and lot width of a select number of lots will not have a detrimental impact to the development, neighboring properties or the zoning district in which they are located.
4. The change to dedicate the road serving the condominium to the public will help ensure better long term maintenance and responsibility for the roadway and will avoid a potential burden to a future homeowners association.
5. The proposed changes will not be detrimental to the overall public health, safety or general welfare.

Options

The Plan Commission has the following options for recommendations to the City Council. In Plan Case 1871-A-03 and 1902-S-04, the Plan Commission may:

- a. forward the proposed changes to the originally approved Annexation Agreement and Preliminary and Final Subdivision plats for the Prairie Winds Development to the City Council with a recommendation for approval.
- b. forward the proposed changes to the originally approved Annexation Agreement and Preliminary and Final Subdivision plats for the Prairie Winds Development to the City Council with a recommendation for approval with recommended modifications.
- c. forward the proposed changes to the originally approved Annexation Agreement and Preliminary and Final Subdivision plats for the Prairie Winds Development to the City Council with a recommendation for denial.

Staff Recommendation

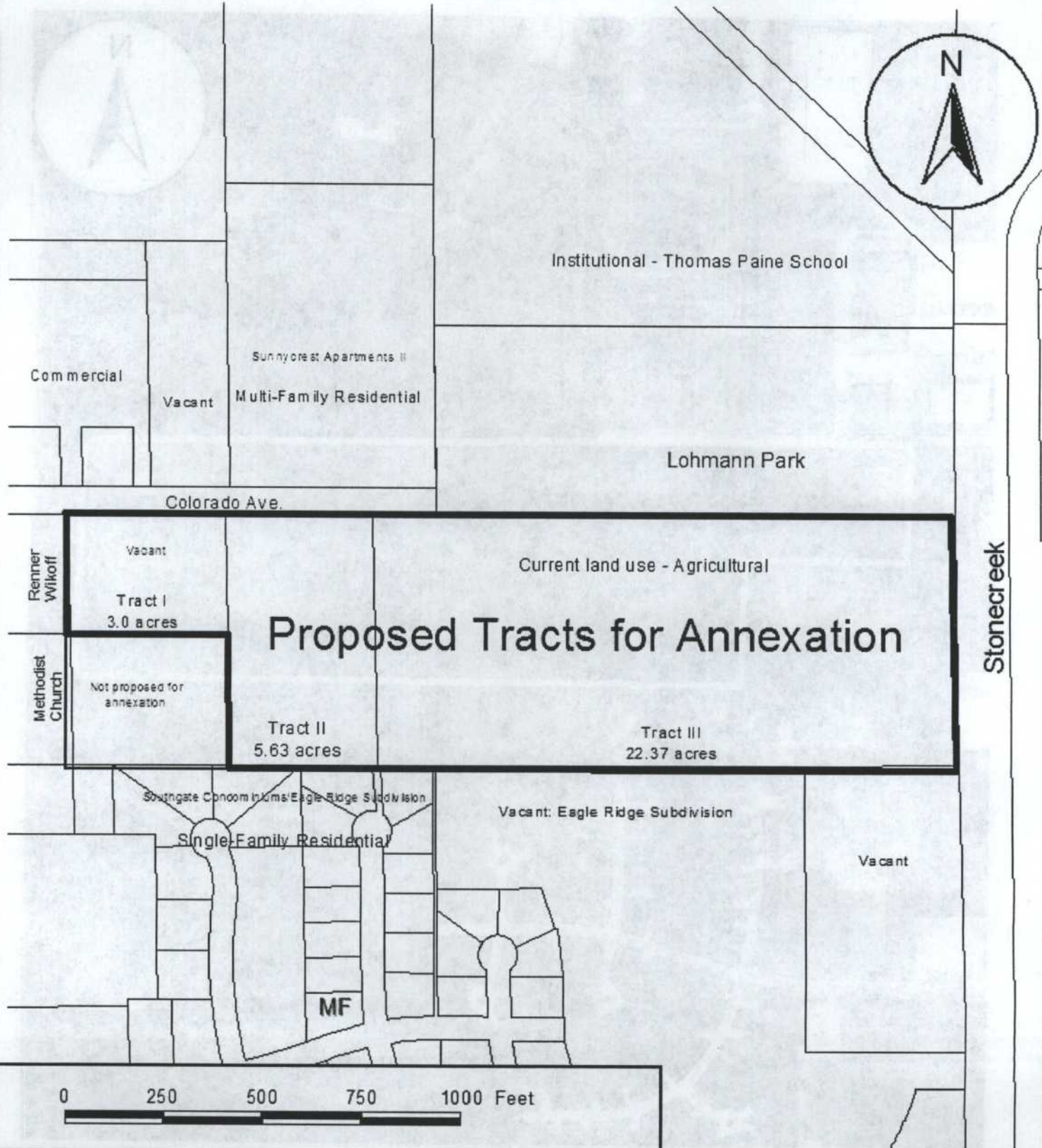
Based on the evidence presented in the discussion above, and without the benefit of considering additional evidence that may be presented at the public hearing, staff recommends that the Plan Commission forward Plan Case 1871-A-03 and Plan Case 1902-S-04 to the Urbana City Council with a recommendation for **approval** as presented.

c: Paul Tatman, Developer
Chuck Guthrie, BWC Engineers

Attachments: Exhibit A, Location Map
Exhibit B, Aerial Photo
Exhibit C, Originally approved PUD Development Plan (December 2003)
(Not available in digital format)
Exhibit D, Approved PUD Development Plan, Preliminary Subdivision Plat
and Final Subdivision Plat (September 2004)
(Not available in digital format)
Exhibit E, Proposed Revised Annexation Agreement with proposed revised
subdivision plats and site plans.
Exhibit F, Revised Final Plat for Prairie Winds
Exhibit G, Neighborhood Notification

Location Map

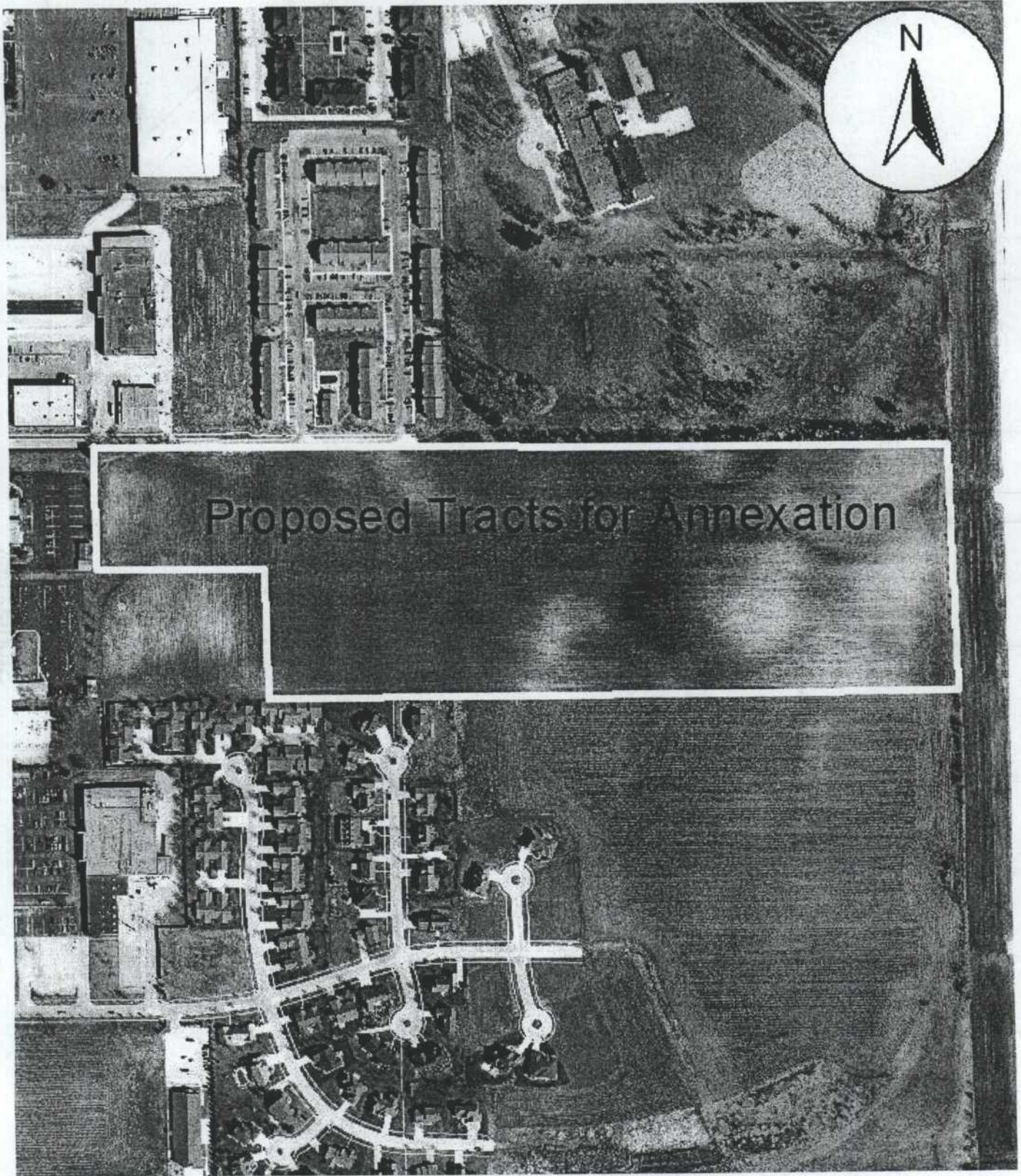
EXHIBIT "A"



Petitioner: John Hingtgen and Virgil J. Naugle
South side of Colorado Ave. east of Philo Rd.
Golliday Tract
1871-A-03 Golliday Tract Annexation Agreement
1871-M-03 Rezone from County R-2 to City B-3 General Business
for Tract I
Prepared November 5, 2003 by Community Development Services - lcf

Exhibit "B": Aerial

Location Map



Petitioner: John Hingtgen and Virgil J. Naugle
South side of Colorado Ave. east of Philo Rd.
Golliday Tract
1871-A-03 Golliday Tract Annexation Agreement
1871-M-03 Rezone from County R-2 to City B-3 General Business for Tract I

Prepared November 5, 2003 by Community Development Services - lbf

Hingtgen & Naugle
Amended Annexation Agreement

THIS Agreement, originally made and entered into by and between the City of Urbana, Illinois, (herein after sometimes referred to collectively as the "Corporate Authorities" or the "City") and John J. Hingtgen and Virgil J. Naugle (hereinafter referred to as the "Owners") and the Paul Tatman Enterprises, Inc. (hereinafter referred to "Developer") was adopted and executed under Ordinance No. 2003-12-139 on December 1, 2003. ~~The effective date of this Agreement shall be as provided in Article III, Section 6.~~

WITNESSETH:

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

WHEREAS, John J. Hingtgen and Virgil J. Naugle ~~are~~ were the original Owners of record of three contiguous real estate tracts totaling approximately 31 acres, located on the South side of Colorado Avenue east of Philo Road, and having permanent index numbers of 30-21-21-200-026, 30-21-21-200-034, and 30-21-21-200-035 the legal descriptions of which real estate is set form in Exhibit "A" attached hereto; and

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

WHEREAS, subsequent to annexation on March 15, 2004 the Owners ~~have entered into a contract with~~ sold Tracts II and III to Paul Tatman Enterprises, Inc. (Developer) to develop a Senior Retirement Center as a Residential Planned Unit Development (PUD), 38- 42 residential condominiums as a Common-lot-line Residential Planned Unit Development (PUD), and a single-family residential subdivision ~~on Tract II and Tract III of the site~~ as described in the this agreement; and

WHEREAS, the original Owners retained ownership of Tract I with the Owners ~~have future~~ intentions of constructing a banquet center ~~on Tract I~~ that will serve the neighboring funeral home and require business zoning; and

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

~~WHEREAS, all three tracts are currently zoned R-2, Single-Family Residence in Champaign County; and~~

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

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

WHEREAS, such annexation will ensure that the City of Urbana will receive real estate taxes and other revenues and will enable the City to continue to enhance its tax base; and

WHEREAS, the Owners and Developer desire to have the aforementioned real estate annexed to the City of Urbana upon certain terms and conditions hereinafter set forth in this Agreement; ~~and -~~

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

WHEREAS, the Owner of Tracts II and III, Paul Tatman, has proposed amendments to the originally approved annexation agreement that affect the terms and provisions of only Tracts II and III as described herein.

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

ARTICLE I. REPRESENTATIONS AND OBLIGATIONS OF THE OWNERS AND/OR DEVELOPER

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

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

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

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

Section 3. Authority to Annex. The Owners agree and hereby stipulate 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 Tracts in the absence of this Agreement.

Section 4. Zoning. The Owners agree to accept the direct conversion of the Champaign County R-2, Single-Family Residence Zoning District to the City R-2, Single-Family Residential Zoning District as provided for by the Urbana Zoning Ordinance Section IV-5 and as such exists at the time of annexation for Tracts II and III as described in Exhibit “A”. The Owners acknowledge that upon annexation, Tract I as described in Exhibit “A” will be rezoned from the County R-2, Single-Family Residence Zoning District to City B-3 General Business. The Owners agree that, unless changed upon the initiative of the Owners the said City zoning classification for all tracts shall remain in effect for the term of this Agreement, subject to the right of the Corporate Authorities to amend the Zoning Ordinance text even if such amendment affects the tracts. The Owners agree to use the tracts only in compliance with the Urbana Zoning Ordinance and this agreement as such may be amended from time to time.

Section 5. Allowed Uses for Tract I. The Owners agree that multi-family residential land uses shall not be permitted on Tract I as described in Exhibit “A” unless the tract is rezoned to a multi-family residential zoning district. Any rezoning of the parcel shall require a public hearing with the Urbana Plan Commission and final approval from the Urbana City Council in accordance with the provisions of the Urbana Zoning Ordinance.

Section 6. Residential Planned Unit Development (PUD) Plan. The Owners/Developer agree that this annexation agreement hereby approves a Special Use Permit to establish a Residential Planned Unit Development (PUD) for Tract II ~~and a portion of Tract III~~ herein called “PUD Tract” and described in Exhibit “~~CA~~”. The Owner/Developer further agrees that the development of the PUD Tract for a Residential Senior Retirement Center shall be in strict conformance to the attached site plan and project data attached hereto as Exhibit “D” ~~and shall include the establishment of a Senior Retirement Center and 38 residential condominiums~~. The Owner/Developer agrees that any substantial deviations from the approved Residential PUD Plan as determined by the Zoning Administrator shall require an amendment of this agreement. This amendment process shall include a review of the proposed deviations by the Urbana Plan Commission under a public hearing process as described in the Urbana Zoning Ordinance. The Urbana City

Council shall make a final determination pertaining to the appropriateness of the proposed deviations to the approved PUD.

The Developer agrees to provide a landscape buffer along the south side and west sides of the parking lots for the Senior Retirement Center. The landscape buffer shall be dense enough to effectively visually screen the parking lot from neighboring properties. The landscape screen shall include a variety of shrub and/or tree materials that will block headlights year round and trees that will mature to a -shade height of 40+ feet. The Developer shall consult with the Urbana City Arborist concerning appropriate plant materials. The City Arborist shall approve the plan and materials shall be planted prior to the issuance of a Certificate of Occupancy for the Senior Retirement Center.

Section 7. Common-Lot Line Residential Development. The Owners/Developer agree that a portion of Tract III immediately east of the described Residential PUD shall be developed as a Common-lot-Line Residential Development with 42 lots/units as illustrated and attached hereto as Exhibit “E”. Within this portion of the development the roadway shall be dedicated as public right-of-way and all lots shall front on the public right-of-way. The Corporate Authorities agree to grant specific zoning variances of the Urbana Zoning Ordinance in conjunction with the Common-lot-Line Residential Development as described in Article II Section 6 of this agreement and specific waivers from the Urbana Subdivision and Land Development Code as described in Article II Section 5 of this agreement.

Section 7 8. Single-Family Residential Subdivision. The Owners/Developer agree that the remaining portion of Tract III east of the described PUD Tract shall be developed as a single-family residential subdivision as illustrated and attached hereto as Exhibit “E”. Minor adjustments to the layout of the single-family residential subdivision from the attached site plan in Exhibit “E” may be authorized as final engineering and surveying for the alignment of Colorado Avenue extended is determined. The subdivision must satisfy the requirements of the Urbana Subdivision and Land Development Code as well as the Urbana Zoning Ordinance.

Section 8 9. Subdivision Plat Preparation. The Developer agrees to prepare Preliminary and Final Subdivision Plats for Development in substantial conformance with the layout shown in the attached site plans and in compliance with the City of Urbana Subdivision and Land Development Code except as waived under Section II.5 of this agreement.

Section 9 10. Colorado Avenue. The Developer agrees to meet and confer with the Corporate Authorities to negotiate a separate agreement concerning the improvement and completion of Colorado Avenue to a collector level classification of roadway. The agreement shall outline the design specifications for the improvements and shall determine the respective obligations of the Developer, City, and other parties’ for the engineering, construction and costs for completing improvements to Colorado Avenue.

The engineering design and construction of Colorado Avenue shall include one eight-foot wide multi-use path instead of the standard requirement of a four-foot sidewalk. The purpose of the path is to connect the existing multi-use path at Philo Road and Colorado Avenue to a planned multi-use path at Colorado Avenue and Stone Creek Boulevard.

Section 10 11. Other Infrastructure Improvements:

- A. **Right-of-Way Dedication.** The Owners agree to dedicate 33-feet of right-of-way along the south side of Colorado Avenue from the eastern right-of-way line of Philo Road to the eastern parcel line of Tract I. This area includes frontage along the existing Renner-Wikoff funeral home lot and the adjacent Tract I. The purpose of the dedication is to allow future improvements to Colorado Avenue that will upgrade the roadway to a collector-classified street. The right-of-way along the existing Renner-Wikoff funeral home lot and the adjacent Tract I shall be dedicated with the final plat for Tract II and III. The Developer agrees to prepare the proper dedication plats to accomplish the dedication and the City shall record the dedication.

The Developer agrees to assist the Corporate Authorities in coordinating with the neighboring property owner to dedicate the necessary right-of-way consistent with the approved preliminary plat for Stone Creek Subdivision. The Corporate Authorities will prepare and record a plat to dedicate this 60-feet of right-of-way.

- B. **Infrastructure within the Residential Planned Unit Development and the Common-lot Line Residential Development.** The Developer agrees that all infrastructure within the Planned Unit Development shall be constructed to the standards of City codes and ordinances, ~~but shall not be dedicated to the City and shall be privately maintained by a private homeowners association.~~ The Developer further agrees that the roadway to serve the Common-lot-Line Residential Development shall be dedicated to the public upon recording of the final subdivision plat creating the lots. There shall be on-street parking permitted on only one side of the public road serving the Common-lot Line Residential Development. —A waiver of the Subdivision and Land Development Code to allow only one five-foot wide sidewalk to be built along the interior of the private drive shall be permitted by the Corporate Authorities. The Corporate Authorities agree to grant waivers to the Subdivision and Land Development Code as specified in Article II Section 5 of this agreement.
- C. **Infrastructure within the Single-Family Residential Subdivision.** The Developer agrees that all infrastructure within the Single-Family Residential Subdivision shall be constructed to the standards specified in the City of Urbana Subdivision and Land Development Code except as waived under Article II, Section 5 of this agreement. In an effort to better connect local streets with residential neighborhoods, the Developer agrees to extend one of the proposed cul-de-sac streets to the south property line in order to connect to a potential local street in the Eagle Ridge Subdivision. Such a connection will require the

willingness of the Developer of the Eagle Ridge Subdivision to amend the approved Eagle Ridge Subdivision Preliminary Plat in order to provide the connection. The Developer agrees to work with the City and the Developer of the Eagle Ridge Subdivision to consider this connection. The opportunity to make the roadway connection shall be considered at the time the Developer requests Preliminary Plat approval for the Single-Family Residential Subdivision. In the event a roadway connection cannot be accomplished, the Developer agrees to accommodate a five-foot wide walkway between two single-family residential lots on the south side of the development in order to connect future pedestrian sidewalk facilities from the Eagle Ridge Subdivision to the sidewalk along the proposed roadway. The exact location shall be determined by the Developer and City Engineer upon platting of the single-family residential subdivision. The width of the sidewalk shall be five feet within a 10-foot dedicated right-of-way and meet all construction standards for sidewalks in the Subdivision and Land Development Code.

Section 11 12. Timing of Construction. The Developer agrees to commence development on Tracts II and III within 24 months from execution of this agreement and to complete construction of Colorado Avenue within 12 months of recording the final subdivision plat for Tracts II and III. An extension of 12 months or less may be authorized upon written agreement from the Corporate Authorities. It is agreed that no building permits shall be issued for development on Tracts II or III prior to an executed agreement concerning the improvements to Colorado Avenue as stipulated in Article I Section 9 above.

Section 12 13. Dedication of Improvements and Easements. The Developer agrees to dedicate public improvements, including public streets and rights-of-way, and to provide necessary easements for utilities as a part of the subdivision plat(s) for the Development. However, the proposed stormwater detention basin shall be the responsibility of the future Homeowner's Association for the Development and shall not be dedicated to the City. An acceptable stormwater detention basin operation and maintenance plan and the responsible party to operate and maintain such basin plan shall be reviewed and approved by the City Engineer prior to the release of a Performance Bond. The Owners/Developer understand that all grass/plantings in the right-of-way areas along Prairie Winds Circle and Prairie Winds Drive shall be privately maintained by the Owner/Developer or subsequent Homeowner's Association as stipulated in any subdivision restrictions or covenants.

Section 13 14. Code Compliance. The Owners/Developers agree 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. The Owners agree to submit all building construction plans to the City of Urbana for review. The Owners further agree to correct any deficiencies identified in said plan review.

Section 14 15. Amendments. The Owners/Developer shall take no action nor omit to take action during the term of this Agreement which act or omission, as applied to the Tracts, would be a breach hereof, without first procuring a written amendment to this Agreement duly executed by both the Owners/Developer and the City. Said action includes petitioning for a county rezoning of said tracts(s) without a written amendment to this Agreement.

It shall not be a breach of this Agreement for the Owner to sell or grant a security interest in the Tract(s) to any third person provided such sale or grant shall be subject to the provisions of this Agreement and provided that the substance of this Annexation Agreement shall be included in any sales contract for the sale of any portion of the subject tract.

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 tracts subject to the terms and conditions outlined in this Agreement, when properly and effectively requested to do so, by submission of a legally sufficient petition from the Owners, by enacting such ordinances as may be necessary and sufficient to legally and validly annex said tract to the City.

Section 2. Zoning. The Corporate Authorities agree that Tract I as described in Exhibit “A” will be zoned B-3, General Business as provided by the Urbana Zoning Ordinance upon its annexation to the City. The Corporate Authorities further agree that Tract II and Tract III as described in Exhibit “A” will directly convert from Champaign County R-2, Single Family Residence zoning to City R-2, Single-Family Residential zoning. The Corporate Authorities agree that all applicable development regulations existing at the time of annexation will apply to said tracts. Furthermore, although the Corporate Authorities agree not to rezone the property during the term of this Agreement without a rezoning petition executed by the property Owners requesting said change, the Corporate Authorities reserve the right to amend the Zoning Ordinance text even if such amendment affects the property.

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 Tract II ~~and a portion of Tract III~~ herein described as the PUD Tract in Exhibit “C”. The Special Use Permit for the Residential PUD is approved for a Senior Retirement Center ~~and 38 residential condominium development~~ as illustrated in this agreement and shall be developed in strict conformance to the attached plans and site data attached as Exhibit “D”.

Section 4. Infrastructure Improvements.

- A. **Right-of-Way Dedication.** With assistance from the Developer, The Corporate Authorities agree to coordinate with the adjacent property owner to the east to secure a dedication of right-of-way in order to foster the connection of Colorado Avenue to Stone Creek Boulevard. The dedication and connection of the roadway shall be consistent with the approved preliminary plat for the Stone Creek Subdivision. The Corporate Authorities agree to prepare and record a plat to dedicate this 60-feet of right-of-way.

The Corporate Authorities agree to record a 33-foot right-of-way dedication plat for Colorado Avenue along the existing Renner-Wikoff funeral home lot and Tract I. The purpose of the dedication plat is to ensure adequate right-of-way necessary for the complete improvement of Colorado Avenue to a collector classified level of roadway in the future.

- B. **Infrastructure within the Single-Family Residential Subdivision and Common-lot line Residential Development.** The Corporate Authorities agree to accept all dedicated infrastructure within the Single-Family Residential Subdivision and the Common-lot line Residential Development subject to the requirements of the Urbana Subdivision and Land Development Code.

Section 5. Waivers to the Subdivision and Land Development Code – The Corporate Authorities agree to ~~three~~ the following waivers to the Subdivision and Land Development Code.

- 1) ~~1)~~ to permit a 28-foot wide street width measured from back of curb to back of curb for all public streets within the single-family residential subdivision;
- 2) ~~2)~~ to allow a 25-foot wide pavement width measured from back of curb to back of curb for the private street within the Residential Planned Unit Development Common-lot line Residential Development; and
- 3) ~~3)~~ to allow a waiver to construct a five-foot sidewalk on only one-side of the private drive within the Residential Planned Unit Common-lot line Residential Development. The sidewalk shall be constructed along the house side of the private drive street.
- 4) To allow a substandard curve radius of 35 feet along Prairie Winds Drive at the southwest corner of the roadway.

Section 6. Variances to the Urbana Zoning Ordinance. The Corporate Authorities agree to the following variances to the Urbana Zoning Ordinance:

1. To permit a reduction in the required lot area for the condominium development on lots #66, 67, and #68 as shown on Exhibit “E” from the required 4,500 square feet to no less than 3,556 square feet.

2. To permit a reduction of the required front yard setback for the condominium development on lots #59-72 as shown on Exhibit "E" from the required 15 feet to 10 feet.

Section 6 7. Tax Reimbursement. During the term of this Agreement, the City agrees to pay the Owners an amount equal to the difference between the real estate taxes which would be paid for each of the tracts if they were located outside the City and the amount paid as real estate taxes for each of the tracts when inside the City on an annual basis within sixty (60) days of submission by the Owner to the City Community Development Director of the paid tax bill for each of the tracts and a written computation of such difference. For Tract I, in the year the building permit is issued, said reimbursement shall be prorated based on the number of months during the year before the permit was issued. For example, if the permit is issued anytime during July, then the reimbursement shall be for 7/12 of the annual tax amount (seven months being January thru July).

For Tracts II and III, in the year the final plat is recorded, said reimbursement shall be prorated based on the number of months during the year before the plat was recorded. For example, if the plat is recorded anytime during July, then the reimbursement shall be for 7/12 of the annual tax amount (seven months being January thru July).

Section 7 8. 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 the Tract, would be a breach hereof, without first procuring a written amendment to this Agreement duly executed by the Owner, or Owners of the portion of the Tract which is directly the subject of the amendment.

ARTICLE III: GENERAL PROVISIONS

Section 1: Term of this Agreement -- This Agreement shall be binding upon the parties hereto, and their respective successors and assigns, for a full term of twenty (20) years commencing as of the effective date of this Agreement as provided by the Illinois State Statutes, unless other provisions of this Agreement specifically apply a different term. To the extent permitted thereby, it is agreed that, in the event the annexation of subject tract under the terms and conditions of this Agreement is challenged in any court proceeding, the period of time during which such litigation is pending shall not be included in calculating said five-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 Owners, their successors or assigns, which obligation extends beyond the termination date of this Agreement, such obligation may be released by the Urbana City Council enacting an Ordinance releasing such obligation by a majority vote of all Alderpersons then holding office and the recording of such Ordinance in the Champaign County Recorder's Office, Champaign County, Illinois.

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

Section 3. Binding Agreement upon parties -- The Corporate Authorities and Owners agree that neither party will take no action or omit to take action during the term of this Agreement which act or omission as applied to the tracts would be a breach of this Agreement without first procuring a written amendment to this Agreement duly executed by both the Owners and the City.

Section 4. Enforcement -- The Owners and Corporate Authorities agree and hereby stipulate that any party to this Agreement may, by civil action, mandamus, action for writ of injunction or other proceeding, enforce and compel performance of this Agreement or declare this Agreement null and void in addition to other remedies available. Upon breach by the Owners, the city may refuse the issuance of any permits or other approvals or authorizations relating to development of the tract.

Section 5. Severability -- If any provision of this Agreement is rendered invalid for any reason, such invalidation shall not render invalid other provisions of this Agreement which can be given effect even without the invalid provision.

Section 6. Effective Date -- The Corporate Authorities and Owners intend that this Agreement shall be recorded in the Office of the Champaign County Recorder with any expenses for said recording to be paid by the Corporate Authorities. The effective date of this Agreement shall be the date it is recorded; or if not recorded for any reason, the effective date shall be the date the Mayor signs the agreement on behalf of the City.

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

Corporate Authorities
City of Urbana:

Owners / Developer:

Tod Satterthwaite, Mayor

Paul Tatman

Date

Date

ATTEST:

ATTEST:

Phyllis D. Clark
City Clerk

Notary Public

Date

Date

Exhibits attached and made a part of this Agreement:

Exhibit "A": Legal Descriptions of Tract I, Tract II and Tract III

Exhibit "B": Map of Tracts to be annexed.

Exhibit "C": Legal Description and map of Tracts approved for Residential Senior Retirement Center Planned Unit Development ~~and Single Family Residential Subdivision~~. Referred to in the agreement as "PUD Tract"

Exhibit "D": Site Plan and Project Data for Residential Planned Unit Development

Exhibit "E": Site Plan for Common-Lot Line Residential Development and Single-Family Residential Subdivision

Exhibit "A"

Legal Descriptions and map of Tract I, Tract II and Tract III

Tract I:

A part of the Northeast Quarter of Section 21, Township 19 North, Range 9 East of the Third Principal Meridian, more particularly described as follows:

The North One-half of the East One-half of the West 789.90 feet of the North 661.71 feet of the South Half of the Northeast Quarter of Section 21, Township 19 North, Range 9 East of the Third Principal Meridian. Containing approximately 3 acres.

Being the same tract as described in a Warranty Deed, dated April 29, 1992 and recorded in Book 1815 at page 858, as Document Number 92R13184, in the Office of the Recorder of Deeds, Champaign County, Illinois.
PIN# 30-21-21-200-026

Tract II:

The North 661.75 feet of the East 370.04 feet of the West 1159.94 feet of the Southwest Quarter of the Northeast Quarter of Section 21, Township 19 North, Range 9 East of the Third Principal Meridian, situated in Champaign County, Illinois. Containing approximately 5.63 acres.
PIN# 30-21-21-200-034

Tract III:

The North Half of the South Half of the Northeast Quarter of Section 21, Township 19 North, Range 9 East of the Third Principal Meridian, Except all that part that lies West of the East line of the following described tract of land: The North 661.75 feet of the East 370.04 feet of the West 1159.94 feet of the Southwest Quarter of the Northeast Quarter of Section 21, Township 19 North, Range 9 East of the Third Principal Meridian, situated in Champaign County, Illinois. Containing approximately 22.37 acres.
PIN# 30-21-21-200-035

Exhibit “B”

Maps of Tracts to be Annexed

Exhibit “C”

Legal Description and map of Tracts approved for Planned Unit Development and Single-Family Residential Subdivision

Legal Description for tract approved for Residential Planned Unit Development

The North 661.75 feet of the East 370.04 feet of the West 1159.94 feet of the Southwest Quarter of the Northeast Quarter of Section 21, Township 19 North, Range 9 East of the Third Principal Meridian, situated in Champaign County, Illinois. Containing approximately 5.63 acres.
PIN# 30-21-21-200-034

Exhibit "D"

Residential Planned Unit Development (PUD)

Site Plan and Project Data

Legal Description of Residential PUD:

The North 661.75 feet of the East 370.04 feet of the West 1159.94 feet of the Southwest Quarter of the Northeast Quarter of Section 21, Township 19 North, Range 9 East of the Third Principal Meridian, situated in Champaign County, Illinois. Containing approximately 5.63 acres.

PIN# 30-21-21-200-034

Planned Unit Development Information:

Total Number of Dwelling Units

Senior Retirement Center: Total of 75 units.

Proposed lot coverage of buildings and structures, as a percentage of the total area

Senior Retirement Center = 49,000 square feet

Total Square Footage of Residential PUD Site = 245,242 square feet

Total Percentage of lot coverage for structures = 20%

Approximate gross and net residential densities.

Total Number of Dwelling Units = 75

Total Number of Acres = 5.63

Gross Density = 13.32 dwelling units per acre

Approximate Floor Area Ratio and Open Space Ratio

Floor Area Ratio = .20 (49,000 / 245,242)

Open Space Ratio = .80

Common Open Space

Exact areas and square footages to be determined upon development. Walking trail and green space at north end of Senior Retirement Center; and passive green space area to southwest of Condominiums and Senior Retirement Center.

Off-Street Parking Provided.

Senior Retirement Center = 62 spaces (58 regular and 4 handicapped)

Areas and Streets intended to be Public

All open space and parking areas and intended to be private and not publicly maintained.

Screening / Buffering

Site plan indicates fencing to be provided along perimeter of site. Significant greenspace buffer to be used as open space between proposed development and existing Eagle Ridge Subdivision to the south (see annexation agreement).

Illuminated Areas

Lighting to meet codes of City of Urbana including parking lot lighting for the Senior Retirement Center to be directed downwards towards parking lot.

Exhibit “E”

**Site Plan for Common Lot-line Residential Development and
Single-Family Residential Subdivision**



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES
Planning Division
400 S. Vine
P.O. Box 946
Urbana, IL 61801
(217) 384-2439

January 31, 2005

**NOTICE OF PUBLIC HEARING IN REGARD TO A PROPOSED REVISION TO A
PLANNED UNIT DEVELOPMENT (PUD) AND ANNEXATION AGREEMENT.
PLAN CASE 1871-A-03 AND 1902-S-04**

To Whom It May Concern:

On December 1, 2003 the Urbana City Council approved an annexation agreement and development plan for 31 acres on the south side of Colorado Avenue extended commonly called the "Golladay Tract". The approval included provisions for a Senior Retirement Center, residential condominiums centered around a private street, and a single-family subdivision. In September 2004 the Urbana City Council approved revisions to the development plan. This notice is in regards to another minor change to the development plan and annexation agreement which requires a public hearing.

A public hearing will be held by the Urbana Plan Commission on **Thursday, February 10, 2005 at 7:30 P.M.** in the Urbana City Council Chambers to consider minor revisions to the annexation agreement and approved development plan. The primary changes proposed are as follows:

1. The approved condominium layout would be situated on individual lots rather than one large lot.
2. The "loop" road to access the condominiums is proposed to be a public street rather than a private street.

These changes **do not** affect the approved building layout for the development or the number of units that will be built. There is no change to the roadway layout and no additional connections to neighboring properties will be made. The changes relate more to how the lots will be sold and how the road will be maintained. There are also no changes to any of the requirements for fencing or landscape buffering to neighboring properties.

You have been sent this notice because you are a nearby property owner. The Urbana Plan Commission welcomes your comments at the public hearing, or in writing if received prior to the hearing. If you have any questions about the request or would like additional information, please do not hesitate to contact me at 384-2440.

Sincerely,

Rob Kowalski, AICP
Planning Manager

Persons with disabilities needing services or accommodations for this hearing should contact the Community Development Services Department at 384-2440, or the City of Urbana's Americans with Disabilities Act Coordinator at 384-2466, or TTY 384-2360. If you have any questions concerning this request, please contact my office at (217) 384-2440.

Cc: Urbana Plan Commission
Urbana City Council
Paul Tatman