



**DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES**

*Planning Division*

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

**TO:** The Urbana Plan Commission

**FROM:** Matt Wempe, Planner I

**DATE:** December 30, 2005

**SUBJECT:** 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.

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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 5.4-acre portion of the 32.1-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, new maintenance facility will be built to the northwest of the current location and would be accessed by an 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 32.1-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 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.

## **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).
- The stormwater sewer system and any detention requirements will be the responsibility of the homeowners association.
- 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 development, 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 development is situated on a single parcel of 28.79 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.

### ***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.

### ***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 (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 \$500,000 in annual tax revenues for all of the taxing bodies in the City, based on an estimated \$17.5 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.

Table 1. Estimate Project Tax Revenue

	Tax Rate	Est. Taxes
Schools	4.4758	\$261,088.33
Parks	0.7463	\$43,534.17
Township	0.1988	\$11,596.67
City	1.312	\$76,533.33
County	0.7981	\$46,555.83
Forest	0.0839	\$4,894.17
Parkland	0.4847	\$28,274.17
MTD	0.2677	\$15,615.83
Health	0.1126	\$6,568.33
Total	8.4799	\$494,660.83

### **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 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 \$76, 533 in annual tax revenue for the City, and approximately \$500,000 for all taxing bodies in the City.

## **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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Matt Wempe, Planner I

cc Erwin, Martinkus & Cole  
Attn: Jeff Wampler  
411 West University Avenue  
Champaign, IL 61820

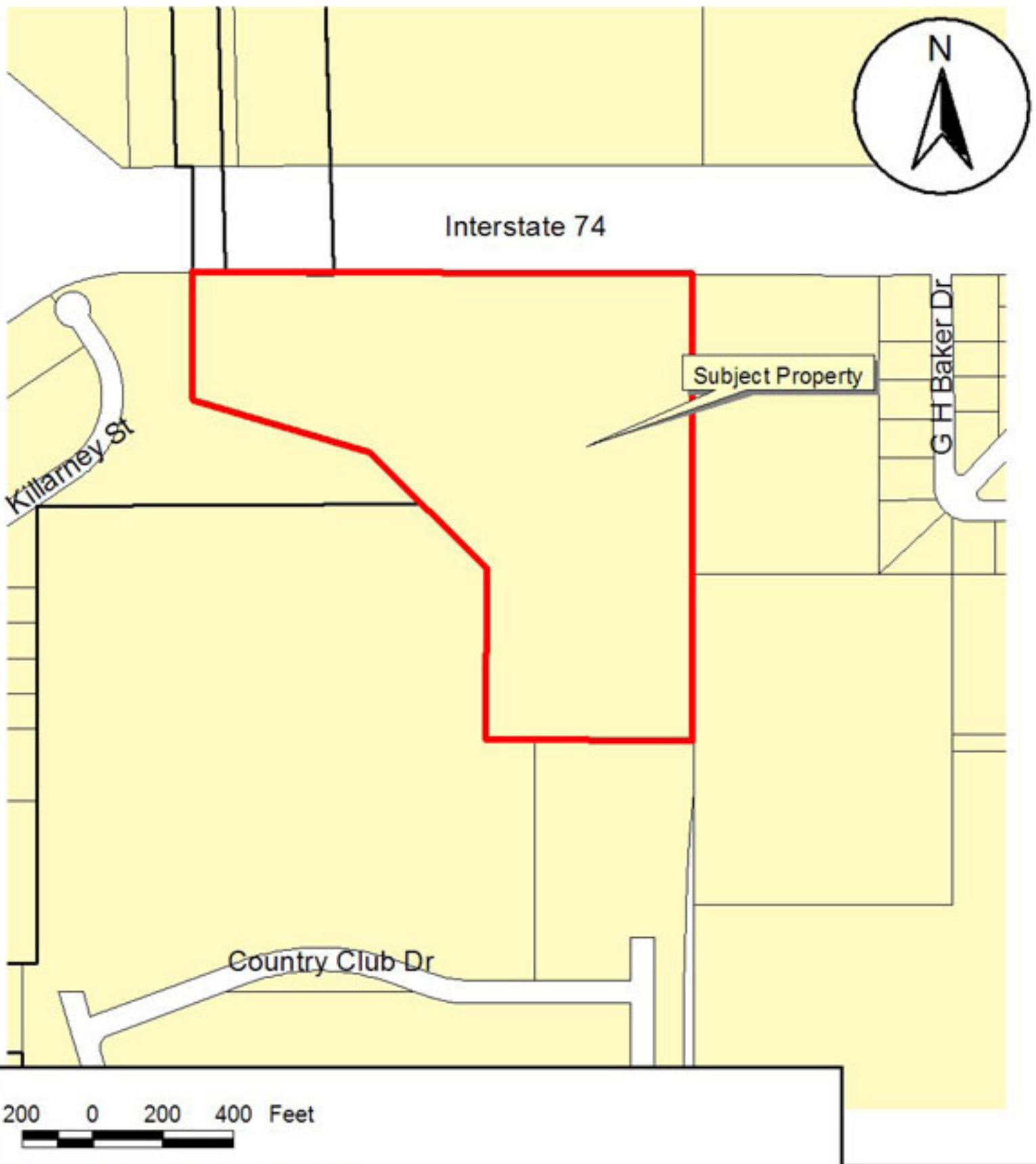
Snyder Corporation  
Attn: Jack Snyder  
#1 Brickyard Drive  
Bloomington, IL 61701

Urbana Township  
Attn: Don Flessner/Jim Prather  
2312 Perkins Road  
Urbana, IL 61802

Berns, Clancy and Associates  
Attn: Ed Clancy  
405 East Main Street  
Urbana, IL 61801

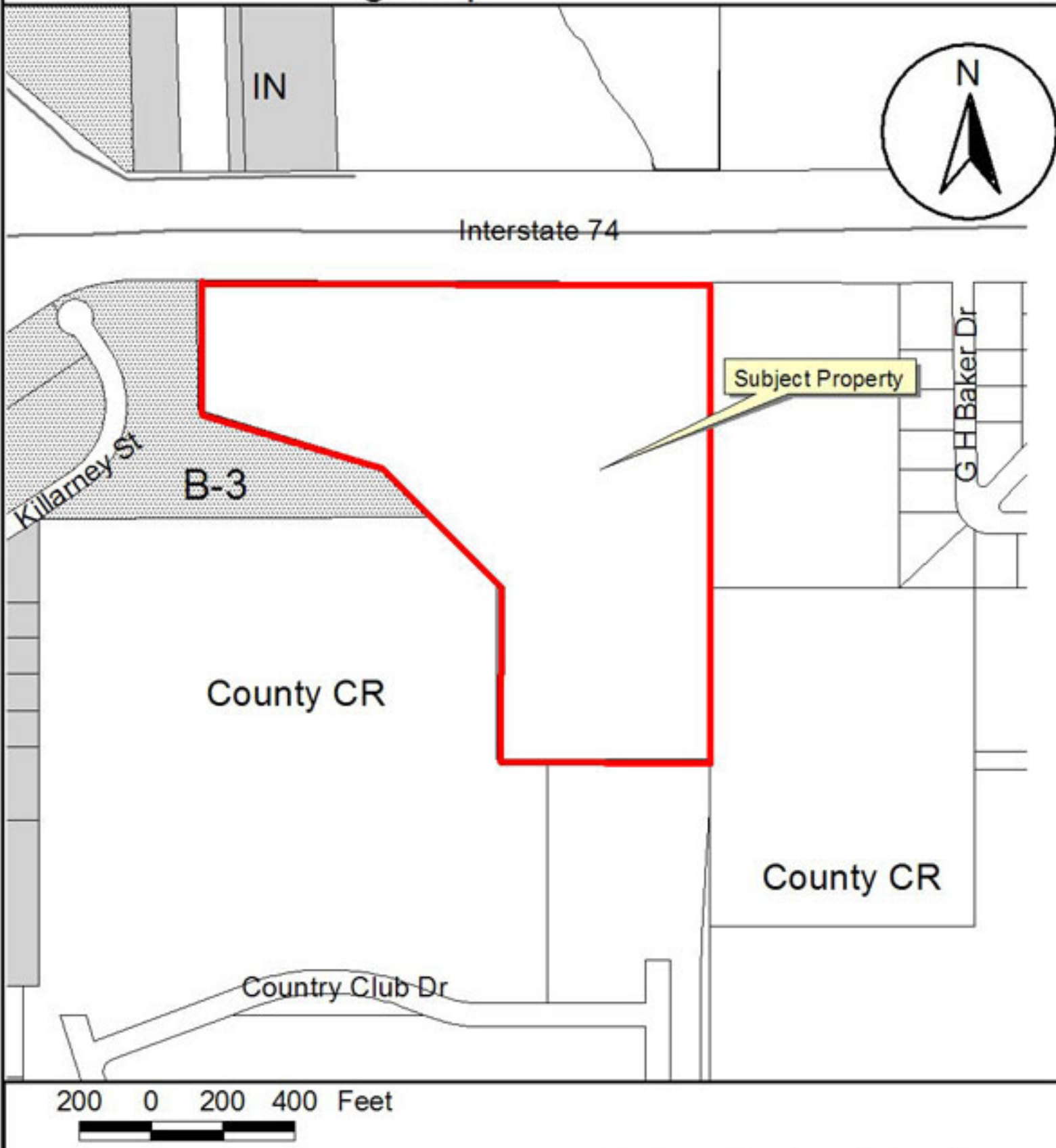
Attachments: Exhibit A: Location Map  
Exhibit B: Zoning Map  
Exhibit C: Existing Land Use Map  
Exhibit D: Future Land Use Map  
Exhibit E: Aerial Map  
Exhibit F: Draft Annexation Agreement  
Exhibit G: Proposed Subdivision/Rezoning Map  
Exhibit H: Site Plan and Building Elevations

# 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

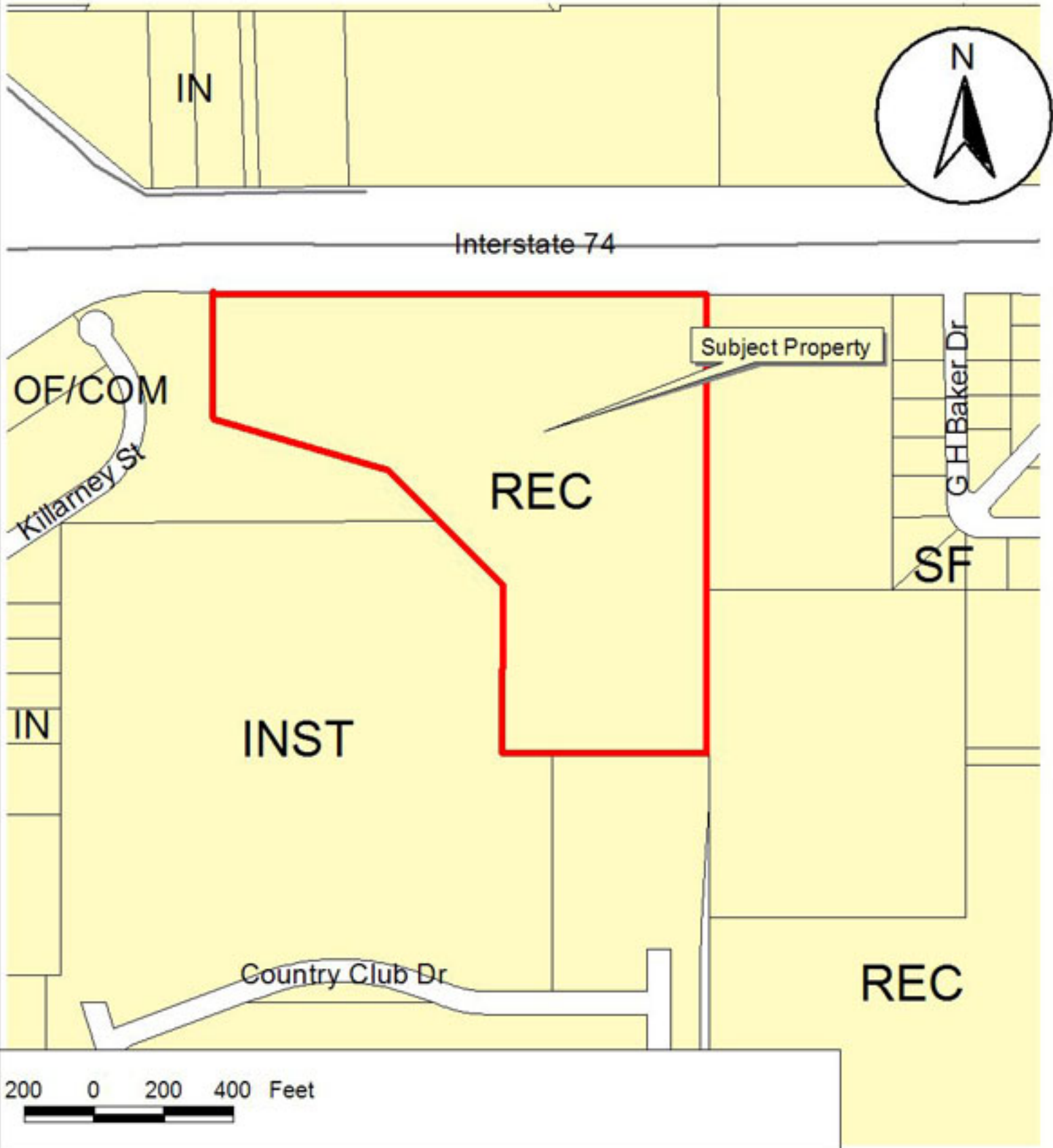


- County CR - Conservation Recreation
- IN - Industrial
- B3 - General Business



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

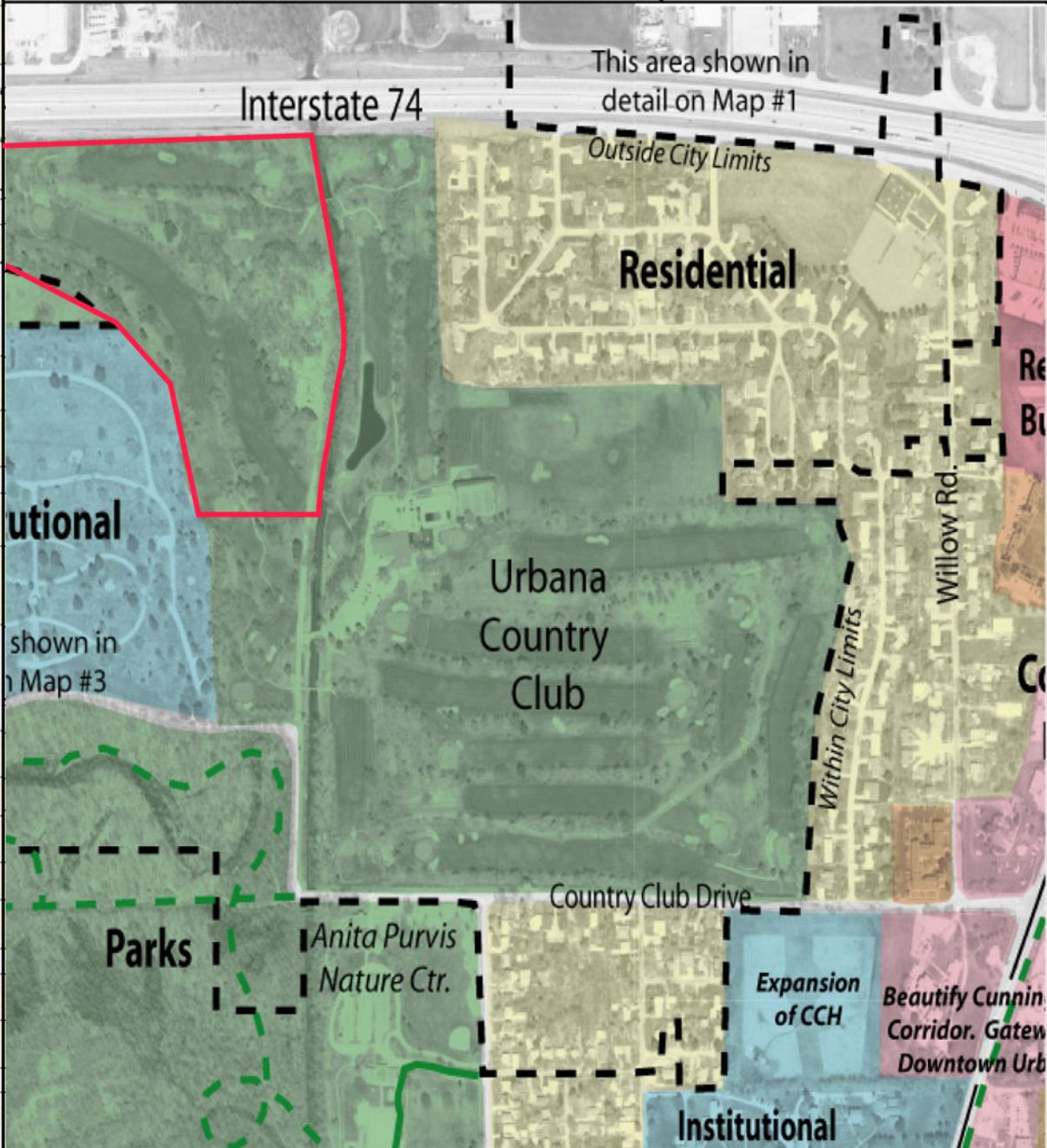


Plan Case: 2005-A-13  
Petitioner: Urbana Country Club  
Location: East of Killarney St and North of Country Club Dr  
Description: An annexation agreement between the City of Urbana and the Urbana Country Club, including a partial rezoning to R-4, Medium Density Multiple-Family Residential

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 Condominiums Annexation Agreement**

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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, the Urbana Golf & Country Club is the Owner of record of a real estate tract totaling 28.79 acres, 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, and having a permanent index number of 30-21-05-326-001, the legal description of which real estate 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, the Owner has entered into a contract with Snyder Corporation (Developer) to develop the 70-unit Country Club Condominium project, to be constructed in two phases, hereinafter referred to as the "Project", as a Residential Planned Unit Development (PUD) on a 5.4-acre portion of the Tract designated as Parcel "A", as legally described in Exhibit "C" of this agreement, and the remainder of the Tract to be designated as Parcel "B", as legally described in Exhibit "D" and as shown in the attached Exhibit "E" of this agreement; and

WHEREAS, the Tract shown in Exhibit "A" is contiguous to the City of Urbana, and said Owner and the City determine that immediate annexation of the tract is in the best interest of both parties; and

WHEREAS, the Tract shown in Exhibit "A" is currently zoned CR, Conservation Recreation in Champaign County; and

WHEREAS, Parcel "B" as described in Exhibit "D" will directly convert to City CRE, Conservation Recreation Education, upon annexation under the terms and provisions of the Urbana Zoning Ordinance and this agreement; and

WHEREAS, the City and Owner find it necessary and desirable that Parcel "A", as described in Exhibit "C", be rezoned to the 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, 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 Owner 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.

**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.** The Owner represents that the Owner is the sole record Owner of the Tract described in Exhibit "A" and that the Owner shall, within thirty (30) days of the approval of this agreement 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 subject tracts. If the subject tracts are to be platted for subdivision, the Owner agrees that the substance of this provision regarding annexation shall be included in the subdivision covenant and such will constitute a covenant running with the land.

**Section 2. Title Interests.** The Owner represents that, as of this date, there are no mortgages or lien holders or holders of any security interest affecting title to the Tract described herein. A copy of the Title Report will be provided to the City.

**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 Tracts 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.

**Section 4. Project Development.** The Developer agrees to construct a residential condominium project on Parcel "A", consisting of up to 70 units, more or less, (referenced herein as the "Project") as described herein and illustrated generally in Exhibit "F". The Project may be constructed in two phases, with the first phase consisting of 35 units (more or less), and the second phase consisting of an additional 35 units (more or less) dependent upon market demand for these units. The Project may consist of only the first phase and the two 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 in 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 shall commence no later than May 2007 and shall be completed no later than August 2008.

**Section 5. Zoning.** The Owner agrees to accept the direct conversion 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 for Parcel "B", as described in Exhibit "D". The Owners acknowledge that upon annexation, Parcel "A", as described in Exhibit "C" will be rezoned from the County CR, Conservation Recreation Zoning District to City R-4, Medium Density Multiple Family Residential. The Owner agrees that, unless changed upon the initiative of the Owner, the said City zoning classification for the Tract 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 tract. The Owner agrees to use the tract only in compliance with the Urbana Zoning Ordinance and this agreement, as such may be amended from time to time.

**Section 6. Residential Planned Unit Development (PUD) Plan.** The Owner and Developer 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", as illustrated in Exhibit "F". The Owner and Developer further agree that the development of the PUD shall be in general conformance to the attached site plan attached hereto as Exhibit "F" and shall include the establishment of up to approximately 70 condominiums, to be constructed in two phases. 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.** The Developer agrees to prepare Preliminary and Final Subdivision Plats for Development 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 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.** The Developer agrees to meet and confer with the Owner to negotiate a separate agreement concerning the improvement and perpetual 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. Said agreement shall be referenced by the Subdivision Plat and shall be duly recorded at the Recorder of Deeds of Champaign County, Illinois, and a recorded copy is to be provided to the City by the Developer prior to the issuance of an occupancy permit.

**Section 9. Maintenance Road.** Permission is granted by the City 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. Secondly, if the Owner chooses to use this frontage road for access, the 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. 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.** The 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 approval of the Subdivision Plat, but shall not be dedicated to the City and shall be privately maintained by a private homeowner’s association. A waiver of the Subdivision and Land Development Code requirement for all lots to front on a public street shall be permitted by the Corporate Authorities, consistent with Planned Unit Development provisions.

**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.

**Section 12. Storm Sewer/Flood Plain provisions.** The proposed stormwater system and 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 written 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 and Saline Branch Drainage District as a part of the subdivision review process prior to the release of a Performance Bond.

**Section 13. Code Compliance.** The Owner and Developer 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 Owner and Developer agree to submit all building construction plans to the City of Urbana for review. The Owner further agrees to correct any deficiencies identified in said plan review.

**Section 14. Amendments.** The Owner and Developer 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, Developer and the City.

It shall not be a breach of this Agreement for the Owner to sell or grant a security interest in the Tract 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 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.

**Section 2. Zoning.** The Corporate Authorities agree that Parcel "A", as described in Exhibit "C" 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. The Corporate Authorities further agree that Parcel "B", as described in Exhibit "D" will directly convert from Champaign County CR, Conservation Recreation Zoning to City CRE, Conservation-Recreation-Education 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 "A", as herein described in Exhibit "C" and as shown on Exhibit "F". The Special Use Permit for the Residential PUD is approved for a condominium

project with up to approximately 70 units and shall be developed in general conformance to Exhibit “F”. 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 condominium 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”. This additional height will allow the Project to maintain a small 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 petitioner;
- 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 to allow golf course and country club use of Parcel “B”, in accordance with the requirements of the Urbana Zoning Ordinance. 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.

**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 perpetual 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 and shall be privately maintained by a private homeowner's association, consistent with the provisions for Planned Unit Developments, as set forth in the Urbana Zoning Ordinance.

**Section 8. Subdivision Plat Approval.** The Corporate Authorities agree to review and approve a Preliminary and Final Plat to be submitted by the Developer 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 the Tract, would be a breach hereof, without first procuring a written amendment to this Agreement duly executed by the Owner and Developer.

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

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

If this Agreement imposes any obligation, restraint, or burden (hereinafter called collectively "obligation") on the Owner or Developer, 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 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 tracts would be a breach of this Agreement without first procuring a written amendment to this Agreement duly executed by the Owner, Developer, and the City.

**Section 4. Enforcement.** The Owner, Developer, 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 Owner or Developer, the City may refuse the issuance of any permits or other approvals or authorizations relating to development of the tract.

**Section 5. Contingent Agreement.** This Agreement shall be contingent upon the successful execution of the obligations set forth in Articles I and II. This Agreement shall also be contingent upon the successful execution of an agreement between the Owner and the Developer to allow land transfer of Parcel "A" and development of the Project, as described herein. If the Owner and Developer fail to execute a separate development agreement, then this Annexation Agreement shall be null and void.

**Section 6. 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 the Mayor signs the agreement on behalf of the City.

**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.

**Corporate Authorities  
City of Urbana:**

**Owners:**

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

\_\_\_\_\_  
President, Urbana Golf & Country Club

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Urbana Golf & Country Club

\_\_\_\_\_  
Date

**ATTEST:**

**ATTEST:**

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

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Developer:**

\_\_\_\_\_  
Jack O. Snyder, Snyder Corporation

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Date

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 THE NORTHEAST CORNER OF LOT 1 OF LINCOLN CENTRE SUBDIVISION, CHAMPAIGN COUNTY, ILLINOIS AS RECORDED IN PLAT BOOK Z AT PAGE 70 IN THE RECORDS OF THE OFFICE OF THE CHAMPAIGN COUNTY RECORDER, SAID POINT ALSO BEING THE NORTHWESTERLY CORNER OF THE URBANA GOLF AND COUNTRY CLUB TRACT, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF F. A. ROUTE 39 (I-74); THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID URBANA GOLF AND COUNTRY CLUB TRACT, SAID LINE ALSO BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID F. A. ROUTE 39 (I-74), A DISTANCE OF APPROXIMATELY 1,430 FEET TO THE CENTERLINE OF THE SALINE BRANCH DRAINAGE DITCH; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID SALINE BRANCH DRAINAGE DITCH, A DISTANCE OF APPROXIMATELY 1,390 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTH HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 5, A DISTANCE OF APPROXIMATELY 420 FEET TO A NORTHEASTERLY CORNER OF THE WOODLAWN CEMETERY TRACT; THENCE WESTERLY ALONG AN EASTERLY LINE OF SAID WOODLAWN CEMETERY TRACT ALSO BEING A SOUTHERLY LINE OF THE URBANA GOLF AND COUNTRY CLUB TRACT, A DISTANCE OF APPROXIMATELY 150 FEET TO A NORTHEASTERLY CORNER OF SAID WOODLAWN CEMETERY TRACT ALSO BEING A SOUTHWESTERLY CORNER OF SAID URBANA GOLF AND COUNTRY CLUB TRACT; THENCE NORTHERLY AND WESTERLY ALONG THE EASTERLY LINE OF SAID WOODLAWN CEMETERY TRACT, ALSO BEING THE WESTERLY LINE OF SAID URBANA GOLF AND COUNTRY CLUB TRACT, A DISTANCE OF APPROXIMATELY 670 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 1 OF LINCOLN CENTRE SUBDIVISION; THENCE WESTERLY AND NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT 1 OF LINCOLN CENTRE SUBDIVISION ALSO BEING THE WESTERLY LINE OF SAID URBANA GOLF AND COUNTRY CLUB TRACT, A DISTANCE OF APPROXIMATELY 1,080 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING APPROXIMATELY **32.1 ACRES**, MORE OR LESS, ALL SITUATED IN URBANA TOWNSHIP, CHAMPAIGN COUNTY, ILLINOIS.

PIN No.: 30-21-05-326-001

**Exhibit “B”**

**Maps of Tract to be Annexed**

## Exhibit “C”

### Legal Description of Parcel “A”

COMMENCING 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 RECORDS OF THE OFFICE OF THE CHAMPAIGN COUNTY RECORDER, SAID POINT ALSO BEING THE NORTHWESTERLY CORNER OF THE URBANA GOLF AND COUNTRY CLUB TRACT, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF F. A. ROUTE 39 (I-74); THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID URBANA GOLF AND COUNTRY CLUB TRACT, SAID LINE ALSO BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID F. A. ROUTE 39 (I-74), A DISTANCE OF APPROXIMATELY 1,430 FEET TO THE CENTERLINE OF THE SALINE BRANCH DRAINAGE DITCH; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID SALINE BRANCH DRAINAGE DITCH, A DISTANCE OF APPROXIMATELY 500 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTHERLY ALONG THE CENTERLINE OF SAID SALINE BRANCH DRAINAGE DITCH, A DISTANCE OF APPROXIMATELY 790 FEET TO A BEND POINT; THENCE WESTERLY, A DISTANCE OF APPROXIMATELY 100 FEET TO A BEND POINT; THENCE NORTHWESTERLY, A DISTANCE OF APPROXIMATELY 700 FEET TO A BEND POINT; THENCE NORTHEASTERLY, A DISTANCE OF APPROXIMATELY 320 FEET TO A BEND POINT; THENCE SOUTHEASTERLY, A DISTANCE OF APPROXIMATELY 190 FEET TO THE POINT OF BEGINNING; SAID PARCEL CONTAINING APPROXIMATELY **5.4 ACRES**, MORE OR LESS, ALL SITUATED IN URBANA TOWNSHIP, CHAMPAIGN COUNTY, ILLINOIS.

PIN No.: 30-21-05-326-001 (part)

## Exhibit “D”

### Legal Description of Parcel “B”

BEGINNING 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 RECORDS OF THE OFFICE OF THE CHAMPAIGN COUNTY RECORDER, SAID POINT ALSO BEING THE NORTHWESTERLY CORNER OF THE URBANA GOLF AND COUNTRY CLUB TRACT, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF F. A. ROUTE 39 (I-74); THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID URBANA GOLF AND COUNTRY CLUB TRACT, SAID LINE ALSO BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID F. A. ROUTE 39 (I-74), A DISTANCE OF APPROXIMATELY 1,430 FEET TO THE CENTERLINE OF THE SALINE BRANCH DRAINAGE DITCH; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID SALINE BRANCH DRAINAGE DITCH, A DISTANCE OF APPROXIMATELY 1,390 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTH HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 5, A DISTANCE OF APPROXIMATELY 420 FEET TO A NORTHEASTERLY CORNER OF THE WOODLAWN CEMETERY TRACT; THENCE WESTERLY ALONG AN EASTERLY LINE OF SAID WOODLAWN CEMETERY TRACT ALSO BEING A SOUTHERLY LINE OF THE URBANA GOLF AND COUNTRY CLUB TRACT, A DISTANCE OF APPROXIMATELY 150 FEET TO A NORTHEASTERLY CORNER OF SAID WOODLAWN CEMETERY TRACT ALSO BEING A SOUTHWESTERLY CORNER OF SAID URBANA GOLF AND COUNTRY CLUB TRACT; THENCE NORTHERLY AND WESTERLY ALONG THE EASTERLY LINE OF SAID WOODLAWN CEMETERY TRACT, ALSO BEING THE WESTERLY LINE OF SAID URBANA GOLF AND COUNTRY CLUB TRACT, A DISTANCE OF APPROXIMATELY 670 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 1 OF LINCOLN CENTRE SUBDIVISION; THENCE WESTERLY AND NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT 1 OF LINCOLN CENTRE SUBDIVISION ALSO BEING THE WESTERLY LINE OF SAID URBANA GOLF AND COUNTRY CLUB TRACT, A DISTANCE OF APPROXIMATELY 1,080 FEET TO THE POINT OF BEGINNING.

#### EXCEPT:

COMMENCING 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 RECORDS OF THE OFFICE OF THE CHAMPAIGN COUNTY RECORDER, SAID POINT ALSO BEING THE NORTHWESTERLY CORNER OF THE URBANA GOLF AND COUNTRY CLUB TRACT, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF F. A. ROUTE 39 (I-74); THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID URBANA GOLF AND COUNTRY CLUB TRACT, SAID LINE ALSO BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID F. A. ROUTE 39 (I-74), A DISTANCE OF APPROXIMATELY 1,430 FEET TO THE CENTERLINE OF THE SALINE BRANCH DRAINAGE DITCH; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID SALINE BRANCH DRAINAGE DITCH, A DISTANCE OF APPROXIMATELY 500 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTHERLY ALONG THE CENTERLINE OF SAID SALINE BRANCH DRAINAGE DITCH, A DISTANCE OF APPROXIMATELY 790 FEET TO A BEND POINT; THENCE WESTERLY, A DISTANCE OF APPROXIMATELY 100 FEET TO A BEND POINT; THENCE NORTHWESTERLY, A DISTANCE OF APPROXIMATELY 700 FEET TO A BEND POINT; THENCE NORTHEASTERLY, A DISTANCE OF APPROXIMATELY 320 FEET TO A BEND POINT; THENCE SOUTHEASTERLY, A DISTANCE OF APPROXIMATELY 190 FEET TO THE POINT OF BEGINNING.

SAID NET **“REMAINDER” TRACT** CONTAINING **26.7 ACRES**, MORE OR LESS ALL SITUATED  
IN URBANA TOWNSHIP, CHAMPAIGN COUNTY, ILLINOIS.

PIN No.: 30-21-05-326-001

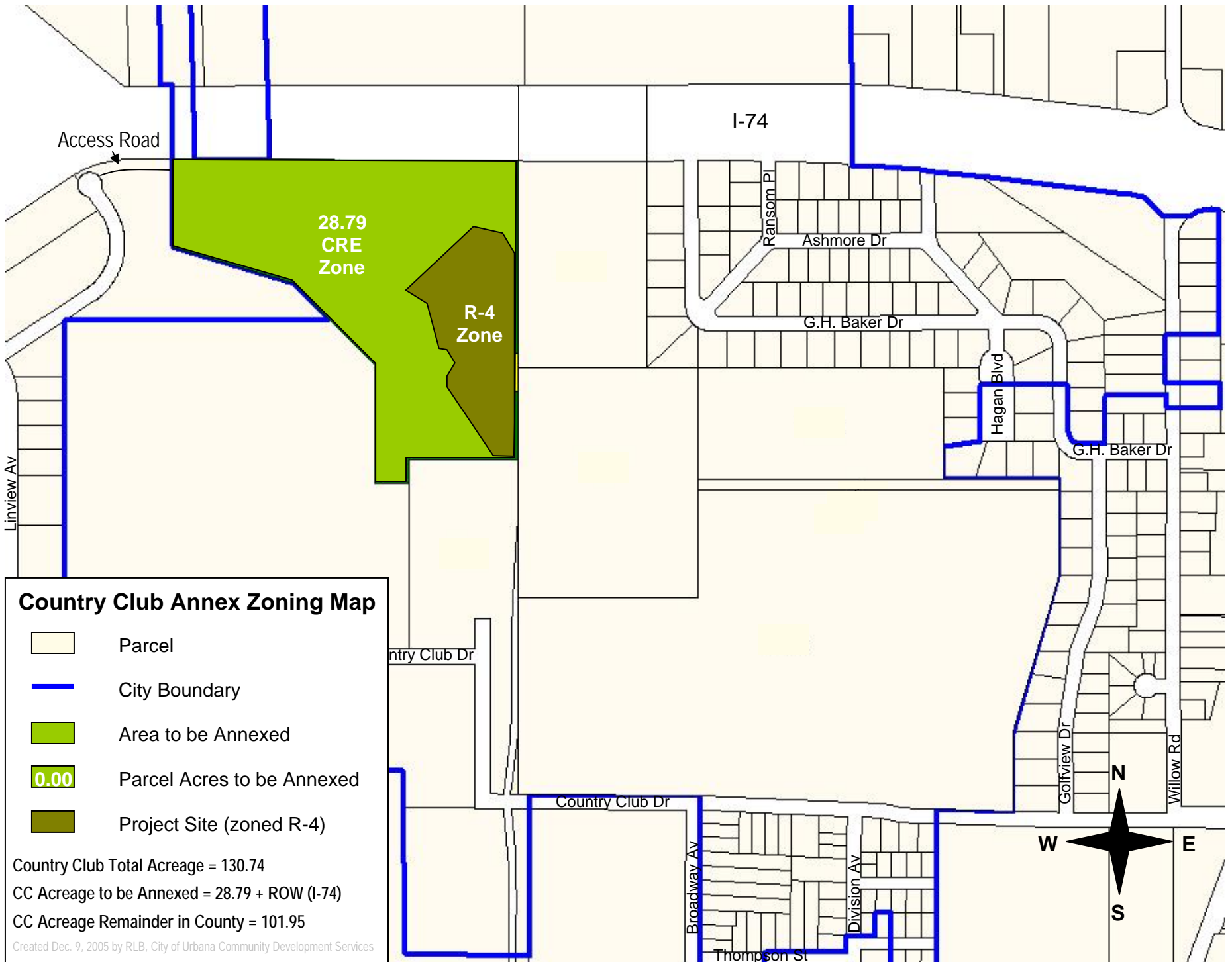


**Exhibit “E”**






**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

