

31

## Recording Cover Sheet

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CHAMPAIGN COUNTY  
RECORDER  
BARBARA A. FRASCA

ORDINANCE NO. 2003-12-139

"AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT (HINGTGEN & NAUGLE ANNEXATION AGREEMENT / APPROXIMATELY 31 ACRES ON THE SOUTH SIDE OF COLORADO AVENUE, APPROXIMATELY 394 FEET EAST OF PHILO ROAD)"

REC. FEE: 52.00  
REV FEE:  
PAGES: 31  
PLAT ACT: 0  
PLAT PAGE:

and

HINGTGEN &amp; NAUGLE ANNEXATION AGREEMENT

**POOR COPY****RECORDER NOT RESPONSIBLE  
FOR REPRODUCTIONS**

Prepared for recording by:

Deborah J. Roberts, Deputy City Clerk400 S. Vine Street, Urbana, IL 61801

Return to:

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

ORDINANCE NO. 2003-12-139**An Ordinance Approving and Authorizing the Execution of an Annexation Agreement**

(Hingtgen & Naugle Annexation Agreement / Approximately 31 acres on the south side of Colorado Avenue approximately 394 feet east of Philo Road)

WHEREAS, an Annexation Agreement between the City of Urbana, Illinois and John Hingtgen, Virgil Naugle and Tatman Enterprises, Inc. has been submitted for the Urbana City Council's consideration, a copy of which is attached; and,

WHEREAS, said agreement governs a tract totaling approximately 31 acres on three separate tracts located on the south side of Colorado Avenue approximately 394 feet east of Philo Road and said tracts are legally described as follows:

**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

WHEREAS, the City Clerk of Urbana, Illinois, duly published notice on the 5th day of November, 2003 in the News-Gazette, a newspaper of general circulation in the City of Urbana, that a public hearing would be held before the Urbana City Council on the matter of the proposed Annexation Agreement on the 1st day of December, 2003; and

WHEREAS, the City of Urbana, Illinois also mailed notice of the public hearing to each of the Trustees of the Philo Fire Protection District on the 18th day of November, 2003; and

WHEREAS, on the 1st day of December, 2003, the Urbana City Council held a public hearing on the proposed Annexation Agreement; and

WHEREAS, prior to the aforesaid public hearing held by the Urbana City Council, after due and proper notice, a public hearing was held before the Urbana Plan Commission on the 20th day of November, 2003, to consider the proposed Annexation Agreement and the rezoning of Tract I to from Champaign County R-2, Single-Family Residence to the City B-3, General Business Zoning District upon annexation in Plan Case No. 1871-A-03 and 1871-M-03; and

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

WHEREAS, the Urbana City Council, having duly considered all matters pertaining thereto, finds and determines that the proposed annexation agreement will not negatively impact the City of Urbana and would be in the best interests of the City of Urbana and its citizens;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1. That the Annexation Agreement between the City of Urbana, Illinois and John Hingtgen, Virgil Naugle and Tatman Enterprises, Inc., a copy of which is attached and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver, and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of said Annexation Agreement, for and on behalf of the City of Urbana, Illinois.

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

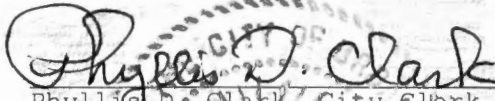
This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called of two-thirds of the members of the Corporate Authorities of the City of Urbana, Illinois, then holding office, at a regular meeting of said Council.

PASSED by the City Council this 1<sup>st</sup> day of December, 2003.

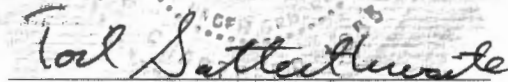
AYES: Chynoweth, Hayes, Huth, Otto, Patt, Whelan, and Wyman

NAYS:

ABSTAINED:

  
Phyllis D. Clark, City Clerk

APPROVED by the Mayor this 8<sup>th</sup> day of December, 2003.

  
Tod Satterthwaite, Mayor

**Hingtgen & Naugle**  
**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 John J. Hingtgen and Virgil J. Naugle (hereinafter referred to as the "Owners") and the Tatman Enterprises, Inc. (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, John J. Hingtgen and Virgil J. Naugle are the 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 annexed to the City of Urbana under the provisions of this agreement; and

WHEREAS, the Owners have entered into a contract with Tatman Enterprises, Inc. (Developer) to develop a Senior Retirement Center, 38 residential condominiums as a 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 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 determine that immediate annexation of the tracts is 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 directly convert 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 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.

**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 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 "C". The Owner/Developer further agrees that the development of the PUD Tract 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. 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. 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.

**Section 9. 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. 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.** 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. 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.

- 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. 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. 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. 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.

**Section 13. 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. 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.** The Corporate Authorities agree to accept all dedicated infrastructure within the Single-Family Residential Subdivision 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 waivers to the Subdivision and Land Development Code. 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) 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; and 3) to allow a waiver to construct a five-foot sidewalk on only one-side of the private drive within the Residential Planned Unit Development. The sidewalk shall be constructed along the house side of the private drive.

**Section 6. 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. 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:**

*Tod Satterthwaite*

Tod Satterthwaite, Mayor

1/13/04  
Date

**Owners.**

*John J. Hingtgen*

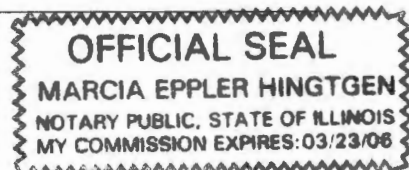
John J. Hingtgen

12-5-03  
Date

*Virgil J. Naugle*

Virgil J. Naugle

12-5-03  
Date



**ATTEST:**

*Marcia Eppler Hingtgen*  
Notary Public

12.5.2003  
Date



*Virgil J. Naugle*

Virgil J. Naugle  
City Clerk

1/13/04  
Date

Developer:

*Paul Tatman*  
Paul Tatman

1-5-04  
Date

ATTEST:

*Donna M. Foley*  
Notary Public

1-5-04  
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 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 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.  
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**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.  
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001693

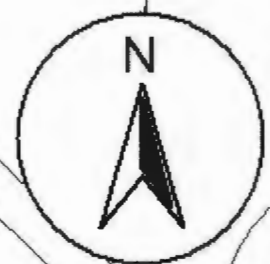
**Exhibit "B"**

**Maps of Tracts to be Annexed**



# Location Map

001693



Institutional - Thomas Paine School

Commercial

Vacant

Sunnycrest Apartments II  
Multi-Family Residential

Lohmann Park

Colorado Ave.

Renner  
Wilhoff

Vacant

Current land use - Agricultural

Tract I  
3.0 acres

## Proposed Tracts for Annexation

Methodist  
Church

Not proposed for  
annexation

Tract II  
5.63 acres

Tract III  
22.37 acres

Stonecreek

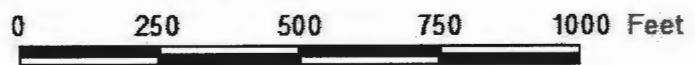
Southingate Condominiums/Eagle Ridge Subdivision

Vacant: Eagle Ridge Subdivision

Single-Family Residential

Vacant

MF



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 - jcf

**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, all situated in Champaign County, Illinois.

And

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 the east 730 feet thereof 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, all situated in Champaign County, Illinois.

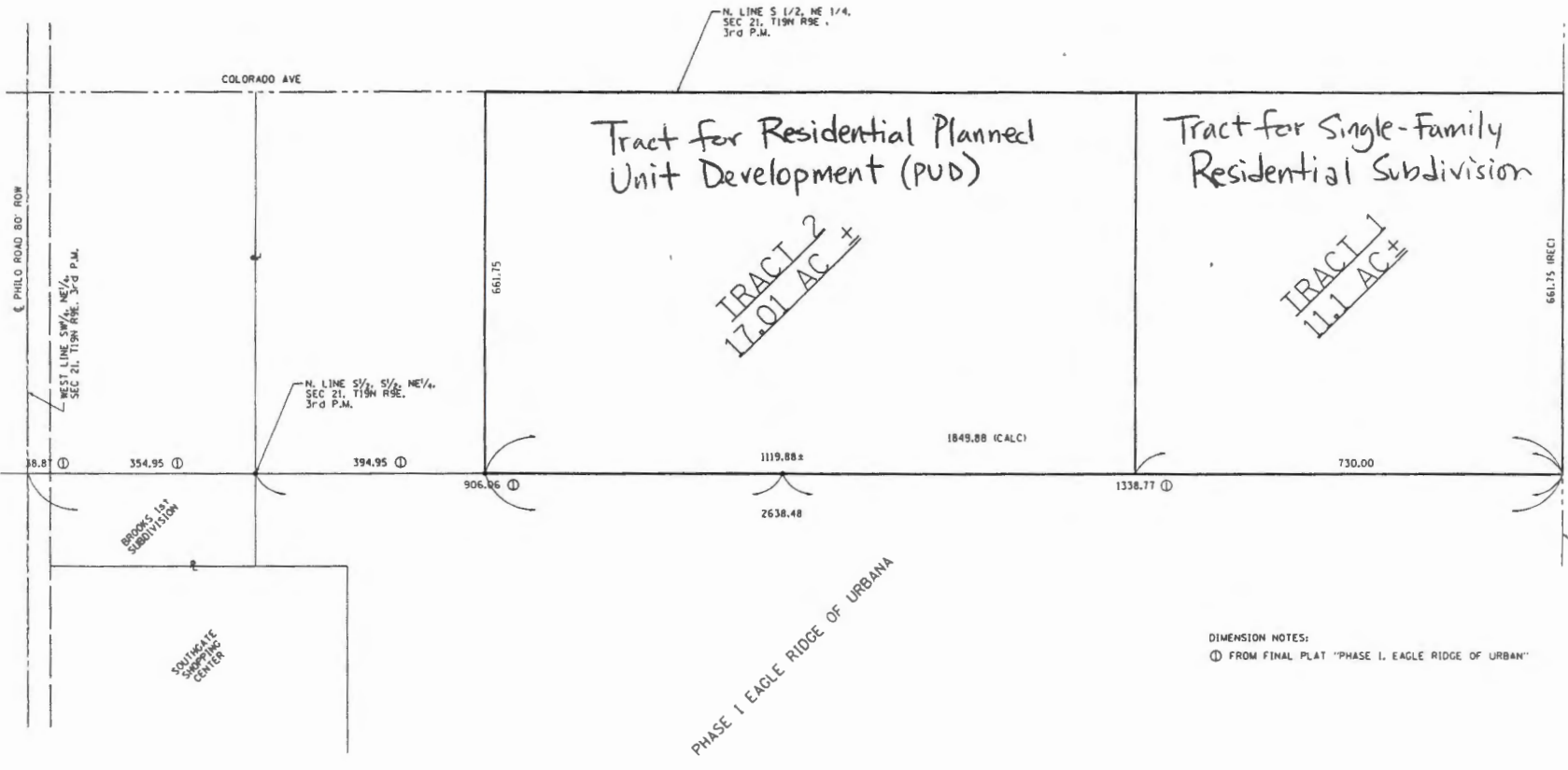
**Legal Description for tract approved for Single-Family Residential Subdivision**

The East 730 feet of the following described parcel.

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, all situated in Champaign County, Illinois.

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Tract for Residential Planned Unit Development (PUD)

TRACT 2  
17.01 AC ±

Tract for Single-Family Residential Subdivision

TRACT 1  
11.1 AC ±

DIMENSION NOTES:  
① FROM FINAL PLAT "PHASE I, EAGLE RIDGE OF URBAN"

LEGAL DESCRIPTION (TRACT 2-~~11.1 AC~~)

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

AND

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 THE EAST 730 FEET THEREOF.

AND ALSO 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, ALL SITUATED IN CHAMPAIGN COUNTY, ILLINOIS.

LEGAL DESCRIPTION (TRACT 1-~~11.1 AC~~)

THE EAST 730 FEET OF THE FOLLOWING DESCRIBED PARCEL.

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, ALL SITUATED IN CHAMPAIGN COUNTY, ILLINOIS.

REV. NO.	DESCRIPTION	BY	DATE	APPROVED
<b>REZONING PLAT</b>				
DESIGN BY: BVC	<b>PROPOSED MIXED USE DEVELOPMENT</b>	SCALE: 1"=100'		
DATE: 10/83		BVC PROJECT NO.: 438-8305.002		
DRAWN BY: LCV		DATE: 10/83		
CHECKED BY: [Signature]		DATE: 11/13/83		

**Exhibit "D"****Residential Planned Unit Development (PUD)****Site Plan and Project Data****Legal Description of Residential PUD:**

The East 730 feet of the following described parcel.

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, all situated in Champaign County, Illinois.

Legal Description for tract approved for Single-Family Residential Subdivision

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, all situated in Champaign County, Illinois.

And

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 the east 730 feet thereof.

And also 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, all situated in Champaign County, Illinois.

## **Planned Unit Development Information:**

### **Total Number of Dwelling Units**

*Senior Retirement Center:* Total of 75 units.

*Condominiums:* Total of 38 units. Seven four-plexes totaling 28 units and Five duplexes totaling 10 units.

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

*Senior Retirement Center* = 49,000 square feet

*Four-plex Condos.* = 30,254 square feet

*Duplex Condos.* = 21,500 square feet

*Total Square Footage* = 100,754 square feet

*Total Square Footage of Residential PUD Site* = 740,955.6 square feet

*Total Percentage of lot coverage for structures* = 14%

### **Approximate gross and net residential densities.**

*Total Number of Dwelling Units* = 113

*Total Number of Acres* = 17.01

*Gross Density* = 6.64 dwelling units per acre

*Net Density (exclude public facilities)* = 7.8 dwelling units per acre (113 units / 14.48 ac)

### **Approximate Floor Area Ratio and Open Space Ratio**

*Floor Area Ratio* = .18 (59,202 + 21,500 + 49,000 / 740,955.6)

*Open Space Ratio* = .82 (740,955.6 - 129,702.1 / 740,955.6)

### **Approximate Floor Area Ratio and Open Space Ratio**

*Floor Area Ratio* = .18 (59,202 + 21,500 + 49,000 / 740,955.6)

*Open Space Ratio* = .82 (740,955.6 - 129,702.1 / 740,955.6)

**Common Open Space**

Exact areas and square footages to be determined upon development. Common areas to include detention basin with walking trail loop in center of condominium 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.**

<i>Senior Retirement Center</i>	=	<i>62 spaces (58 regular and 4 handicapped)</i>
<i>Condominiums</i>	=	<i>152 spaces (two in each garage, two in each driveway)</i>

**Areas and Streets intended to be Public**

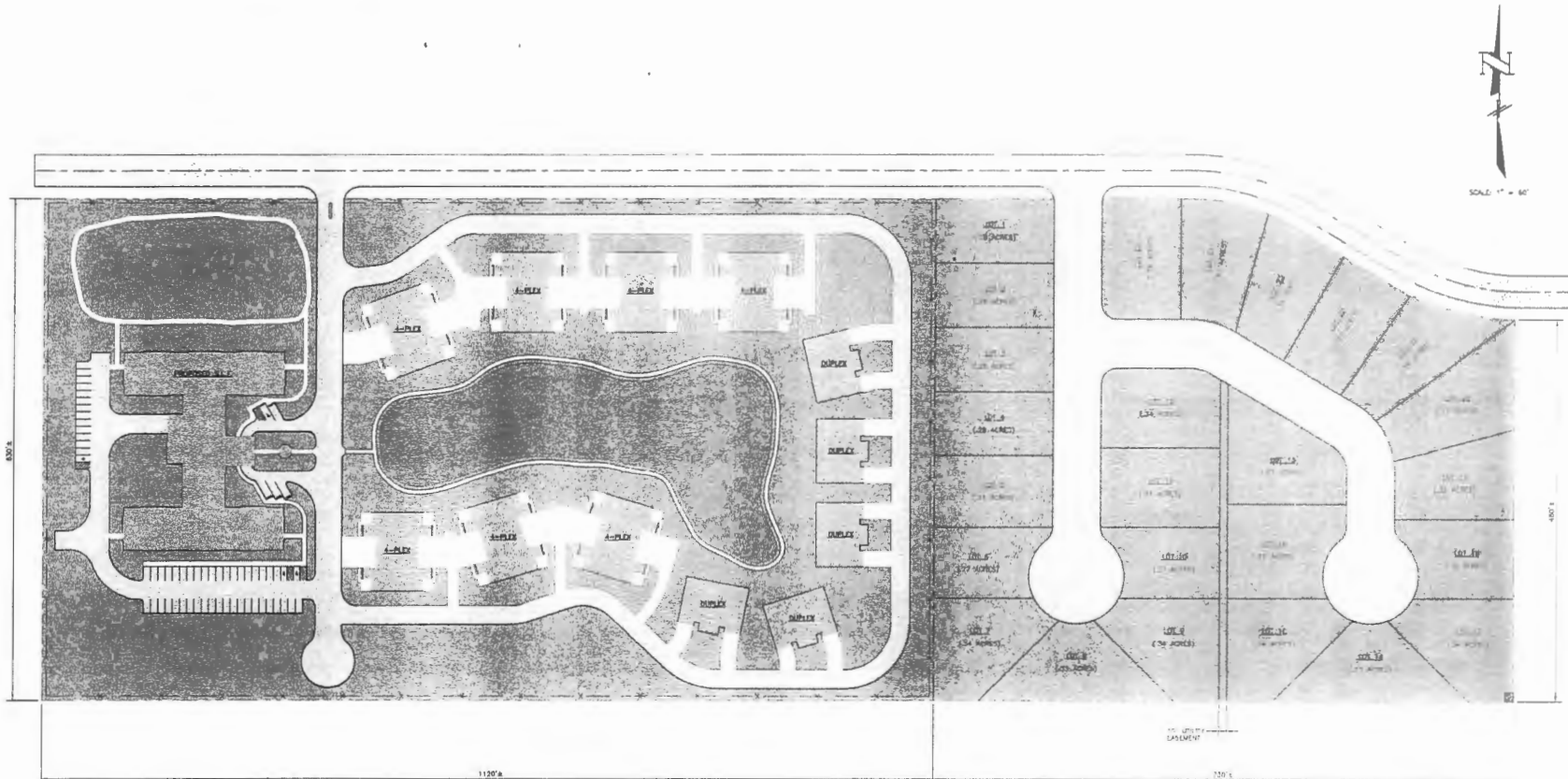
All open space, parking areas and internal streets are intended to be private and not publicly maintained.

**Screening / Buffering**

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

**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. Condominiums to have typical "porch lights" at front doors.



# Prairie Winds of Urbana

## A Tatman / Horve Development

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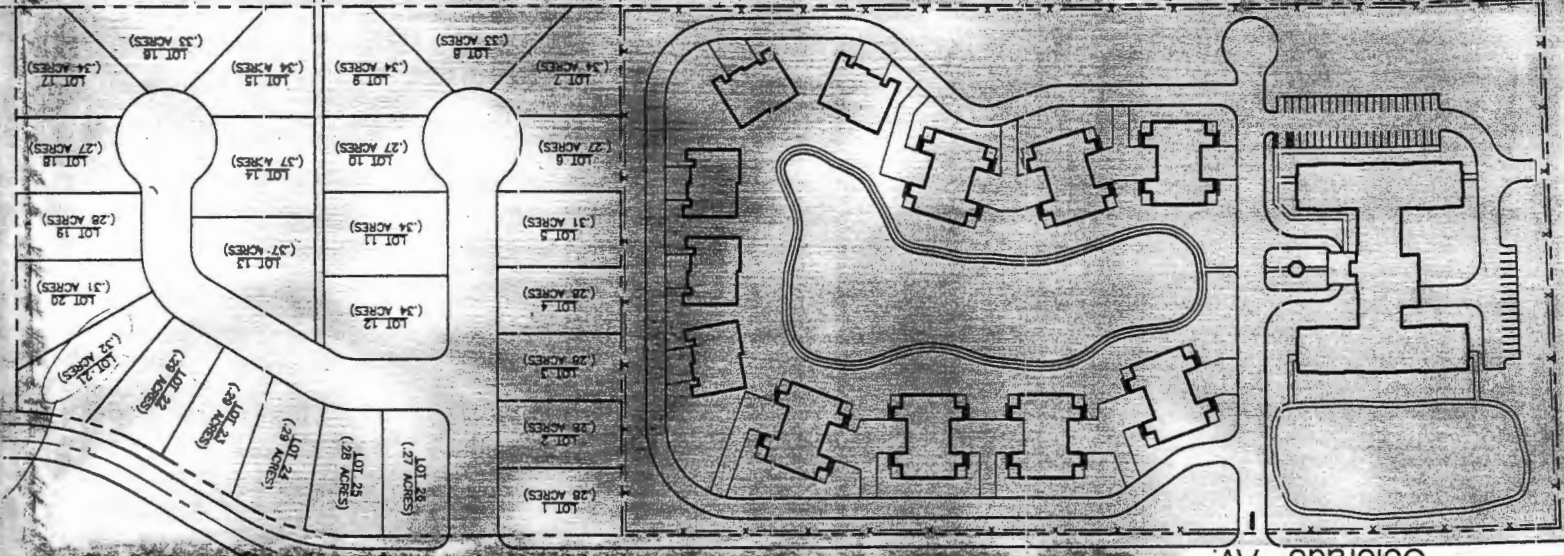
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Scale: 1" = 150'



ENGLE RIDGE SUBDIVISION

Stone Creek Blvd.

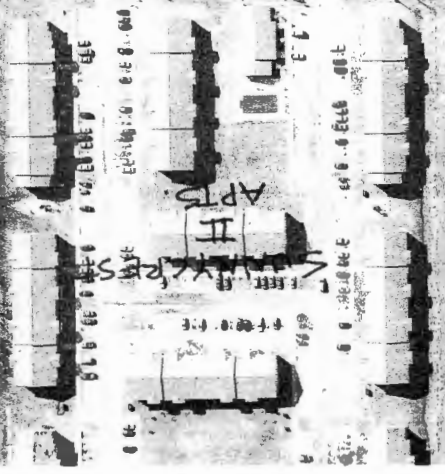


TRACT I  
B-3

Colorado Av.

STONE CREEK SUB.

LOHMAN PARK

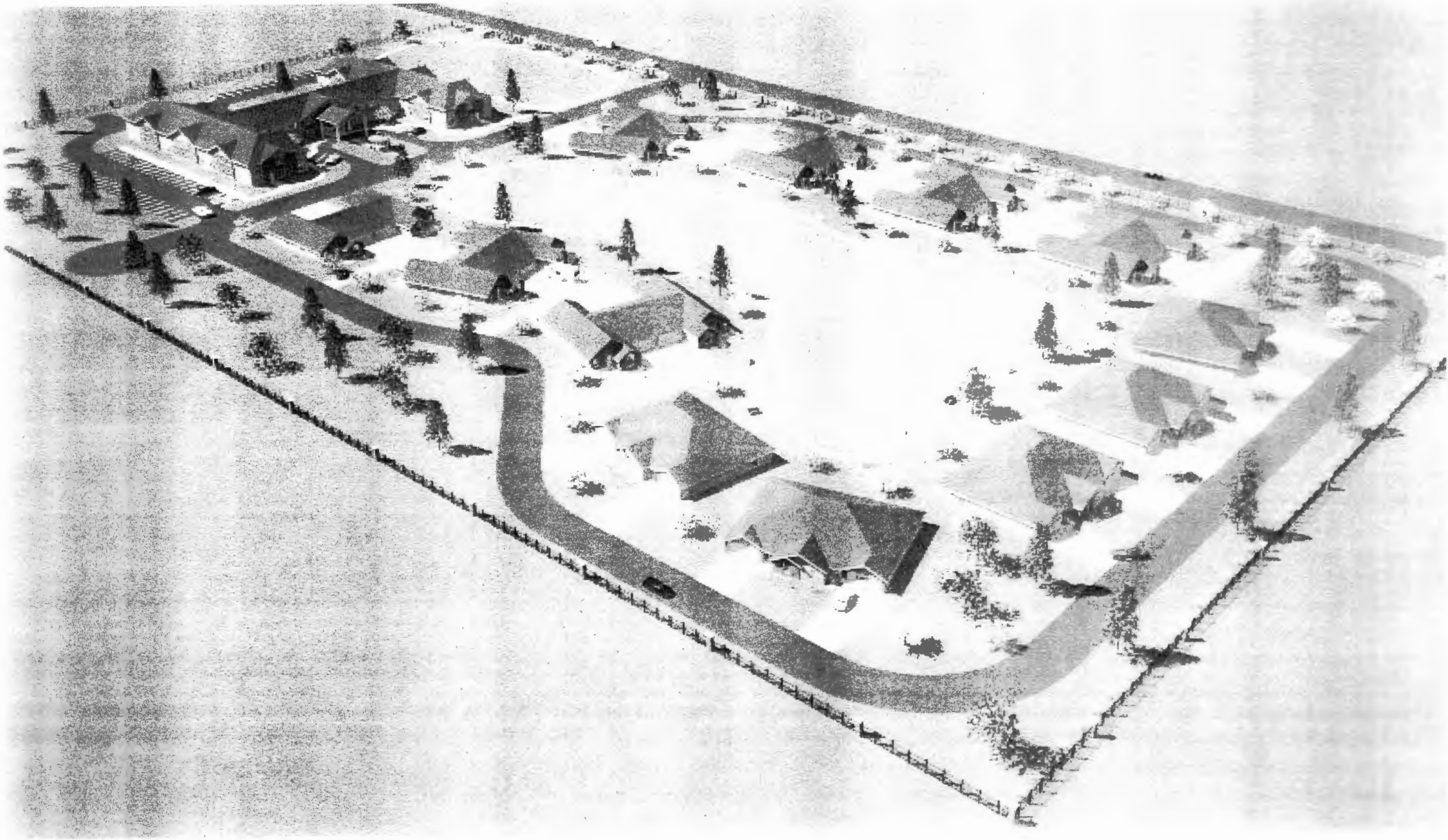




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HORVE  
BUILDERS  
RESIDENTIAL • COMMERCIAL

WORN - JERABEK  
ARCHITECTURE, P.C.



# Prairie Winds of Urbana

A Tatman / Horve Development

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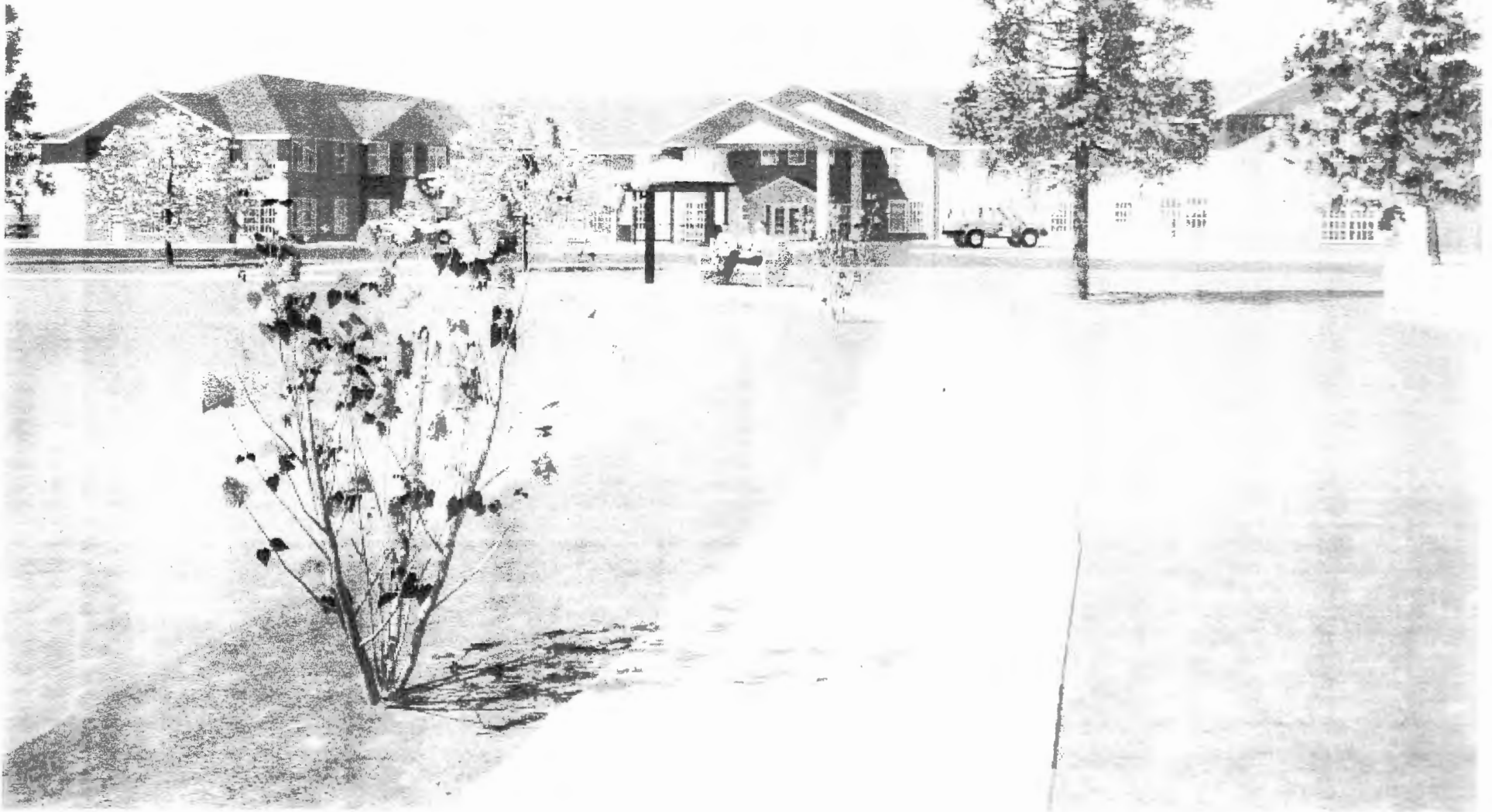
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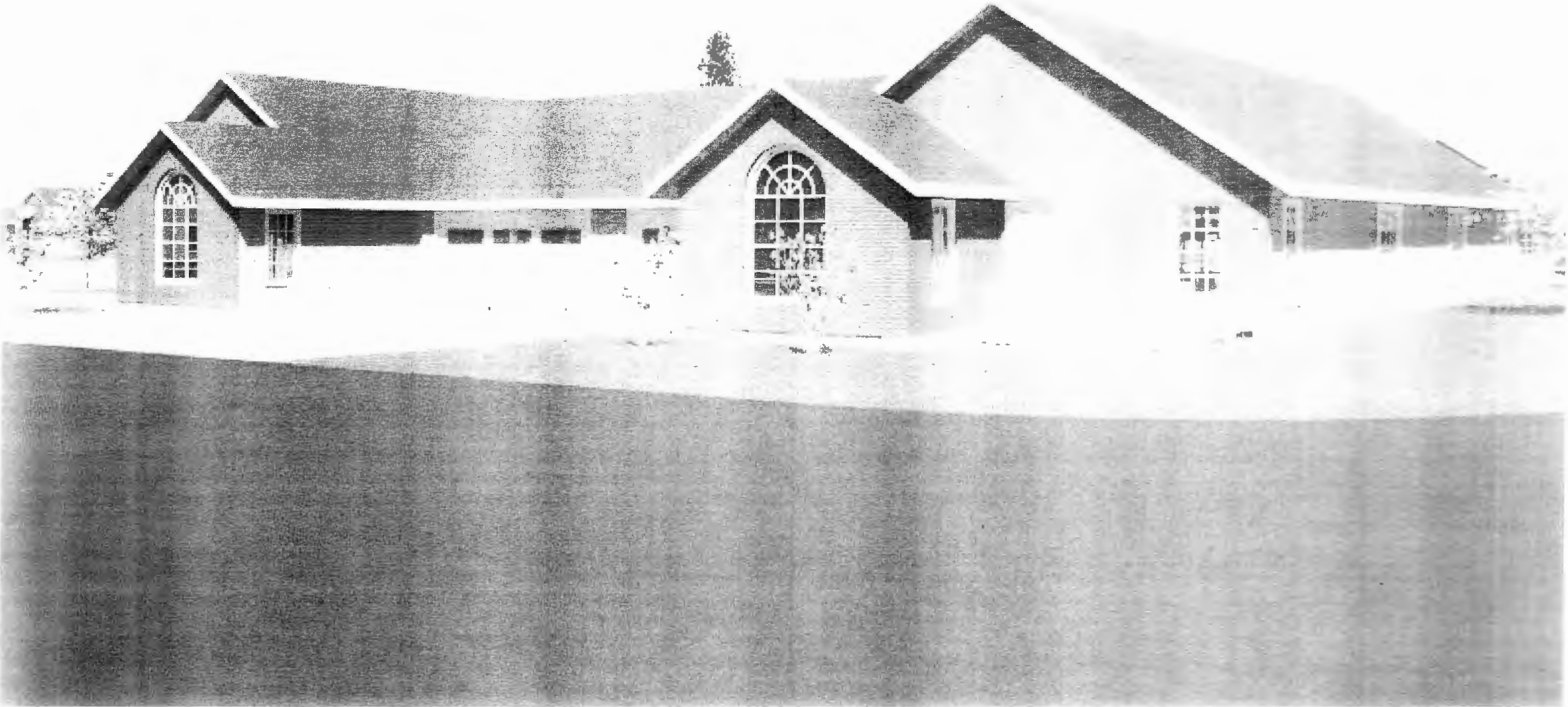
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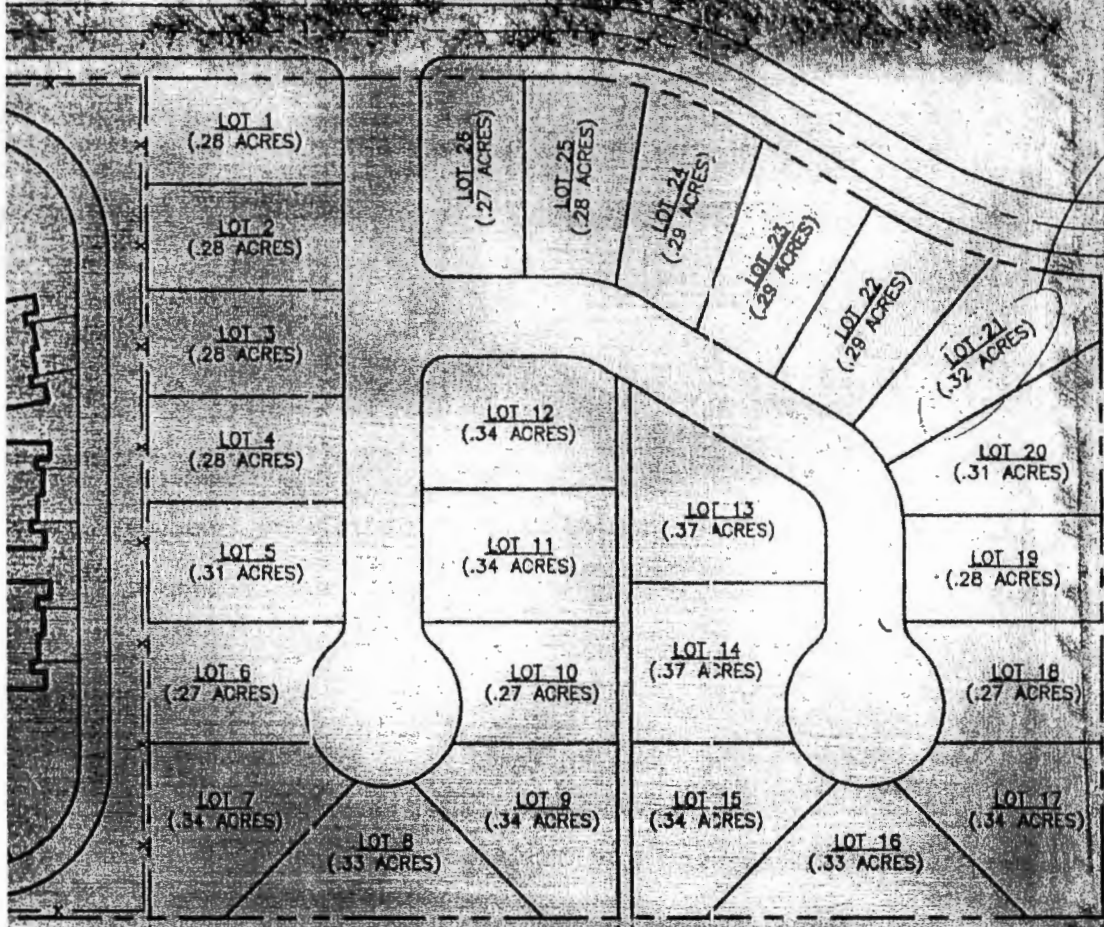
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Exhibit "E"

Site Plan for Single-Family Residential Subdivision

LOHMAN  
PARK

STONE  
CREEK  
SUB.



Stone Creek Blvd.