

CHAMPAIGN COUNTY ZONING BOARD OF APPEALS NOTICE OF REGULAR MEETING

Date: **January 15, 2009**
Time: **6:30 p.m.**
Place: **Lyle Shields Meeting Room
Brookens Administrative Center
1776 E. Washington Street
Urbana, IL 61802**

**Note: NO ENTRANCE TO BUILDING
FROM WASHINGTON STREET PARKING
LOT AFTER 4:30 PM.
Use Northeast parking lot via Lierman Ave.,
and enter building through Northeast
door.**

*If you require special accommodations please notify the Department of Planning & Zoning at
(217) 384-3708*

EVERYONE MUST SIGN THE ATTENDANCE SHEET – ANYONE GIVING TESTIMONY MUST SIGN THE WITNESS FORM

AGENDA

1. Call to Order
2. Roll Call and Declaration of Quorum
3. Correspondence
4. Approval of Minutes
5. Continued Public Hearings

Case 632-AM-08 Petitioner: **Mike Trautman**

Request: **Amend the Zoning Map to allow for the development of 1 single family Residential lot in the AG-1 Agriculture Zoning District by adding the Rural Residential Overlay (RRO) Zoning District.**

Location: **A 1.66 acre tract that is in the East Half of the Southwest Quarter of the Southwest Quarter of Section 35 of Newcomb Township, and commonly known as the land east of Trautman's Section 35 Subdivision approximately at 420 CR 2425N.**

6. New Public Hearings

Case 635-AM-08 Petitioner: **Country Arbors Nursery, Inc. and P. Terence Cultra, President**

Request: **Amend the Zoning Map to change the zoning district designation from the AG-1 Agriculture Zoning District to the AG-2 Agriculture Zoning District.**

Location: **An approximately 42 acre tract that is approximately the Southeast Quarter of the Southwest Quarter of Section 24 of Urbana Township and commonly known as Country Arbors Nursery, 1742 CR 1400N, Urbana.**

***Case 636-S-08** Petitioner: **Country Arbors Nursery, Inc. and P. Terence Cultra, President**

Request: **Authorize the construction and use of a "Garden Shop" as a Special Use in the AG-2 Agriculture Zoning District.**

Location: **The southern 8.5 acres of an approximately 42 acre tract that is approximately the Southeast Quarter of the Southwest Quarter of Section 24 of Urbana Township and commonly known as Country Arbors Nursery, 1742 CR 1400N, Urbana.**

CASE NO. 632-AM-08

SUPPLEMENTAL MEMORANDUM

January 9, 2009

Champaign
County
Department of

Petitioner: **Mike Trautman**



Site Area: **1.661 acres**

Time Schedule for Development:
Immediate

Request: **Amend the Zoning Map to allow for the development of 1 single family residential lot in the AG-1 Agriculture Zoning District, by adding the Rural Residential Overlay (RRO) Zoning District to the subject property.**

Brookens
Administrative Center
1776 E. Washington Street
Urbana, Illinois 61802

Prepared by: **J.R. Knight**
Associate Planner
John Hall
Zoning Administrator

(217) 384-3708
FAX (217) 328-2426

Location: **A 1.66 acre tract that is in the East Half of the Southwest Quarter of the Southwest Quarter of Section 35 of Newcomb Township, and commonly known as the land east of Trautman's Section 35 Subdivision approximately at 420 CR 2425N, Mahomet.**

STATUS

This case was continued from the December 11, 2008, meeting. A working copy of the minutes from that meeting are attached separately.

On the basis of new evidence the lake appears to be a nonconforming structure. See the memo and attachments.

At the December 11, 2008, public hearing the Board requested that the petitioner's engineer provide a visual assessment of the dam. David Atchley's letter is attached as are several deeds documenting existing easements.

This memorandum reviews several public safety concerns related to the lake. An alternative lot configuration is proposed that along with several special conditions could help to address most public safety concerns. The actual text of the special conditions are not included herewith but should be available at the meeting.

ZONING STATUS OF THE LAKE

As discussed in the public hearing, the existing lake does not appear on the Supervisor of Assessment's aerial photograph from the Spring of 1972.

On January 7, 2009, staff received copies of aerial photographs from the Soil and Water Conservation District that were taken in Spring 1975. The subject lake appears in the photograph with all construction on the lake apparently complete. Also, on January 7, 2009, staff received a letter from Joseph Trautman that indicated the lake was constructed in the summer of 1972 per the plans from the USDA Soil Conservation Service (see attached).

The following should be added to the Summary of Evidence as revised Item 9.E. on page 5 of 16:

- E. The parent tract for the proposed RRO is what remains of the large lot that the Trautman Section 35 Subdivision was created from. It also contains the majority of what appears to be an illegally nonconforming artificial lake that is greater than 3.0 acres in area, which requires a Special Use Permit. The parent tract contains the majority of the lake in the original development, which as indicated by a letter received on January 7, 2009, from petitioner Joseph "Mike" Trautman was constructed in the summer of 1972 as shown on the plans from the USDA Soil Conservation Service and is thus a nonconforming structure as defined by Subsection 8.3 of the Zoning Ordinance.

ENGINEER'S COMMENTS ABOUT CONDITION OF THE DAM

At the December 11, 2008, public hearing the Board requested that the petitioner's engineer David Atchley provide a visual assessment of the dam. Mr. Atchley submitted a letter dated January 7, 2009, with his visual survey of the condition of the dam and included a marked up copy of the Subsidiary Drainage Plat for which can be summarized as follows:

1. The lake originally had both an 18-inch and a 24-inch outlet structures. The original 24-inch outlet (drop) structure has been abandoned and plugged with concrete and the lake now only has the 18-inch outlet. The current outlet works are in good shape with no signs of erosion or settlement.
2. The upstream face of the dam shows erosion and beaching. Moderate to heavy brush and tree growth was along the majority of this face which made it difficult to identify any rodent dens.
3. The emergency spillway has been lowered from 713.60 feet to 713.05 feet. Due to revisions of the outlet structure and the lowering of the emergency spillway water will flow across the spillway much more frequently. The emergency spillway did show some signs of erosion.
4. The downstream face of the dam looked good with no signs of settlement or erosion. Some standing water exists at the toe of the southern third of the dam but because this area is naturally low it is difficult to determine if the standing water was surface drainage or seepage from the dam.
5. The spillway should be inspected and maintained, if needed, after each significant rainfall event.

PUBLIC SAFETY CONCERNS RELATED TO THE LAKE

The Board should consider the following public safety issues and whether further development would exacerbate these concerns:

Dam integrity and safety. David Atchley does not suggest the dam is in imminent chance of failure. Staff has not circulated Mr. Atchley's comments to the County's consulting engineer for comments but there are two issues that the Board should consider:

- Mr. Atchley makes it clear that both the outlet and the emergency spillway have been modified and the spillway is showing signs of erosion. The Board may question if the emergency spillway should be modified further in order to either stabilize the spillway (armoring) or to lessen the erosive effects of the overflows (widening).
-

The modifications that Mr. Atchley has observed have apparently increased the nonconformity of the lake. Increasing the nonconformity of a nonconforming structure is prohibited by paragraph 8.3.1 of the *Zoning Ordinance*. The determination of increasing nonconformity would have to consider the engineering impact of the changes that were made. However, it is clear that the original construction had two outlet structures which did provide redundancy and now there is no redundancy with the single outlet structure. If the nonconformity has been increased either a Special Use Permit is required or restoration is required to correct that increase.

- Mr. Atchley also indicates that moderate to heavy brush and tree growth was along the majority of the upstream face of the dam which made it difficult to identify any rodent dens. This vegetation is clearly visible in the aerial photographs. Rodent dens are a primary concern in regards to dam safety because their burrows weaken the dam. Tree roots can also weaken the dam and trees are not recommended on dams.

The petitioner is just one of several owners of the lake but the evidence seems clear that the owners of the lake are not practicing good maintenance of the dam. This is especially troubling considering the downstream development.

Development downstream of the dam. With some effort the attachment titled "Areas downstream of dam" can be seen to indicate there is one building (a dwelling) on the downstream face of the dam and one accessory building at the foot of the dam. Both of these buildings are under the same ownership and the lake outlet runs between them. It is not clear if there is a drainage easement downstream of the dam to prevent further construction in this area.

There may be applicable state dam safety regulations since there are houses downstream of this dam. The state dam safety regulations require regular dam inspections which would help to ensure dam safety for the downstream construction. It is not clear if such inspections are required or if they have been made. Further, there is some question of whether the house that is immediately downstream was actually constructed on the dam and if so that may also have violated state dam safety laws.

CONFIGURATION OF PROPOSED LOT AND A RECOMMENDED ALTERNATIVE

The Revised Land Use Map indicates the unbuildable remainder of the subject property. The attachment titled Unbuildable Areas illustrates that the unbuildable remainder includes two dry land areas as follows:

- The southern unbuildable dry-land area that is unbuildable because it does not have adequate access to a public street. This portion of the subject property is unbuildable even if the proposed lot is not created and the proposed lot does not make this area any less buildable.
- The northern unbuildable dry-land area would in fact be a by-product of the proposed lot. This dry land area will have inadequate ground surface to be a separate buildable lot and also includes a significant portion of the dam. If approved it would result in a significant portion of the dam not being part of any buildable lot and there is no guarantee that in the long run it would ever be under the ownership of anyone with an ownership interest in the lake. Thus, approving the proposed lot will exacerbate long term concerns regarding dam maintenance even though the dam at this time appears to be safe. Allowing this unbuildable area to be created with no clear ownership

requirement would be a contradiction of good planning and as suggested by neighbor Philip Hult at the December 11, 2008, public hearing would also contradict the First General Land Use Goal which is as follows:

Promotion and protection of the health, safety, economy, convenience, appearance and general welfare of the County by guiding the overall environmental development of the County through the continuous comprehensive planning process.

An alternative lot is illustrated on the attachment titled Alternative Lot. The Alternative Lot would not contradict the First General Land Use Goal and would guarantee that this significant portion of the dam would remain under the ownership of a lake front lot owner. Special conditions could ensure that (1) at least this portion of the dam is properly maintained and (2) that dam inspections are made in the future as well as (3) prohibit further construction on this portion of the dam.

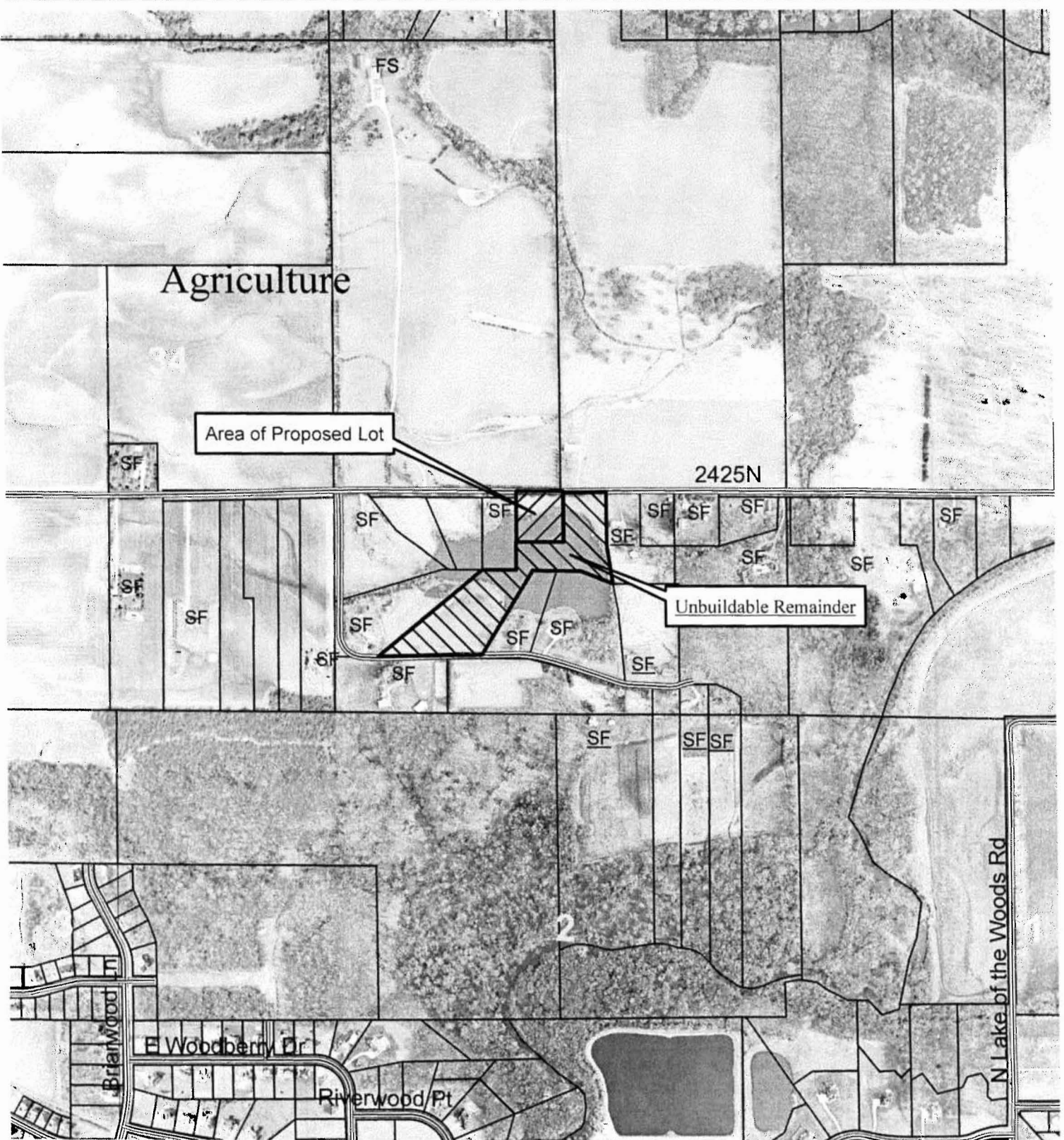
ATTACHMENTS



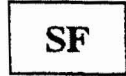
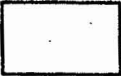


- A Revised Land Use Map
 - B Unbuildable Areas
 - C Alternative Lot
 - D Properties Downstream of the Lake
 - E Champaign County Soil and Water Conservation District 1975 aerial photograph of subject property
 - F Letter from Dave Atchley received January 7, 2009
 - G Letter from Joseph Trautman received January 7, 2009
 - H Soil Conservation Service Plans for Trautman lake dated June 1972, received January 7, 2009 (attached separately)
 - I Subsidiary Drainage Plat for Trautman Section 35 Subdivision received on December 26, 2008
 - J Revised Subsidiary Drainage Plat for Trautman Section 35 Subdivision received on January 7, 2009 (this is for information purposes only, it is not a required submittal for the proposed RRO)
 - K Excerpt of Owner's Certificate for Trautman Section 35 Subdivision
 - L Excerpt of Minutes from December 11, 2008, ZBA meeting (attached separately)
 - M Petitioner provided copies of deeds from Schedule B of Title Policy for subject property (attached separately, copies only provided to ZBA members and interested parties, copies are available upon request)
-

ATTACHMENT A. REVISED LAND USE MAP

Case 632-AM-08

JANUARY 9, 2008



	Area of Concern	
	Single Family	
	Farmstead	

Underline text indicates revised information

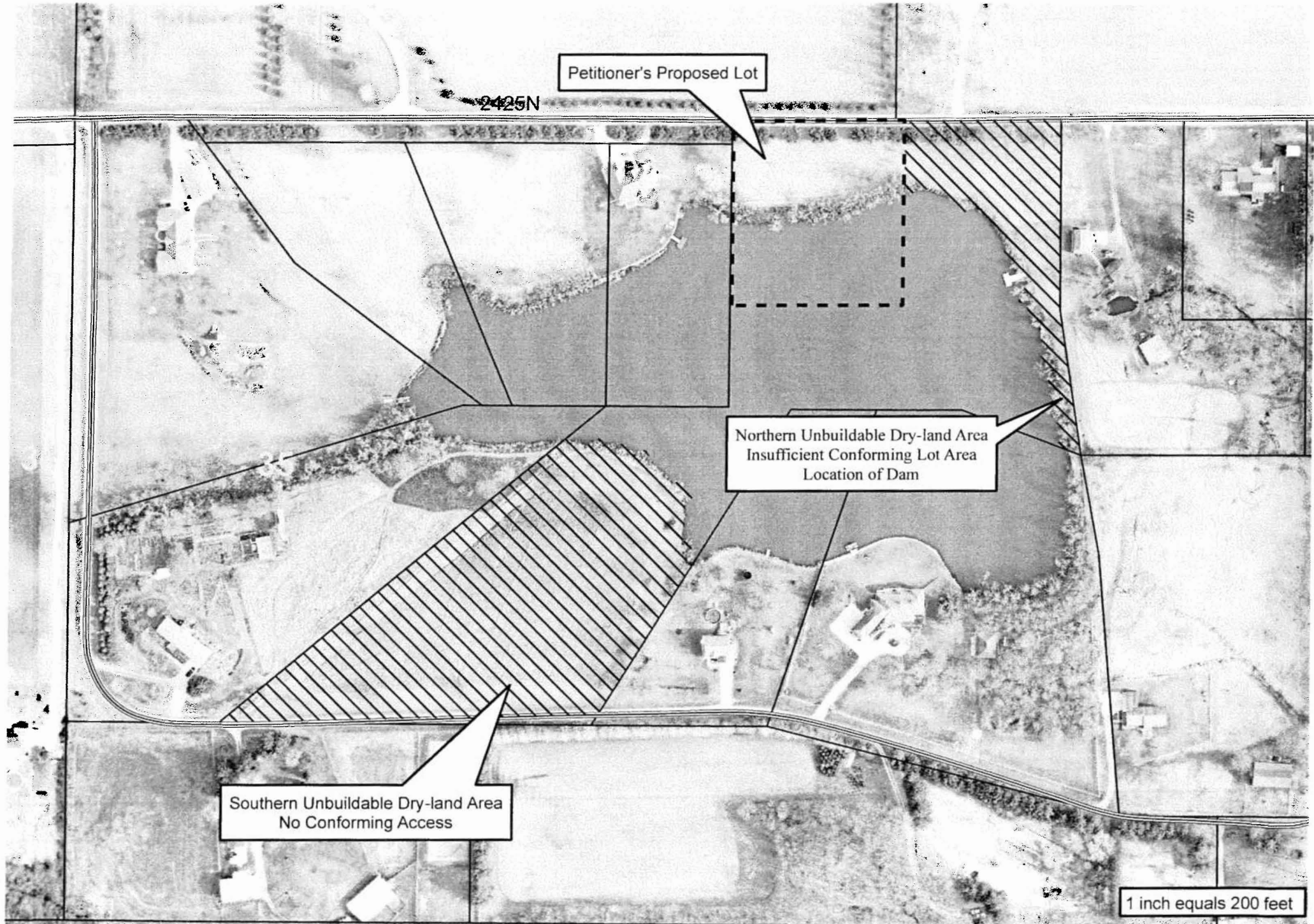
Champaign
County
Department of

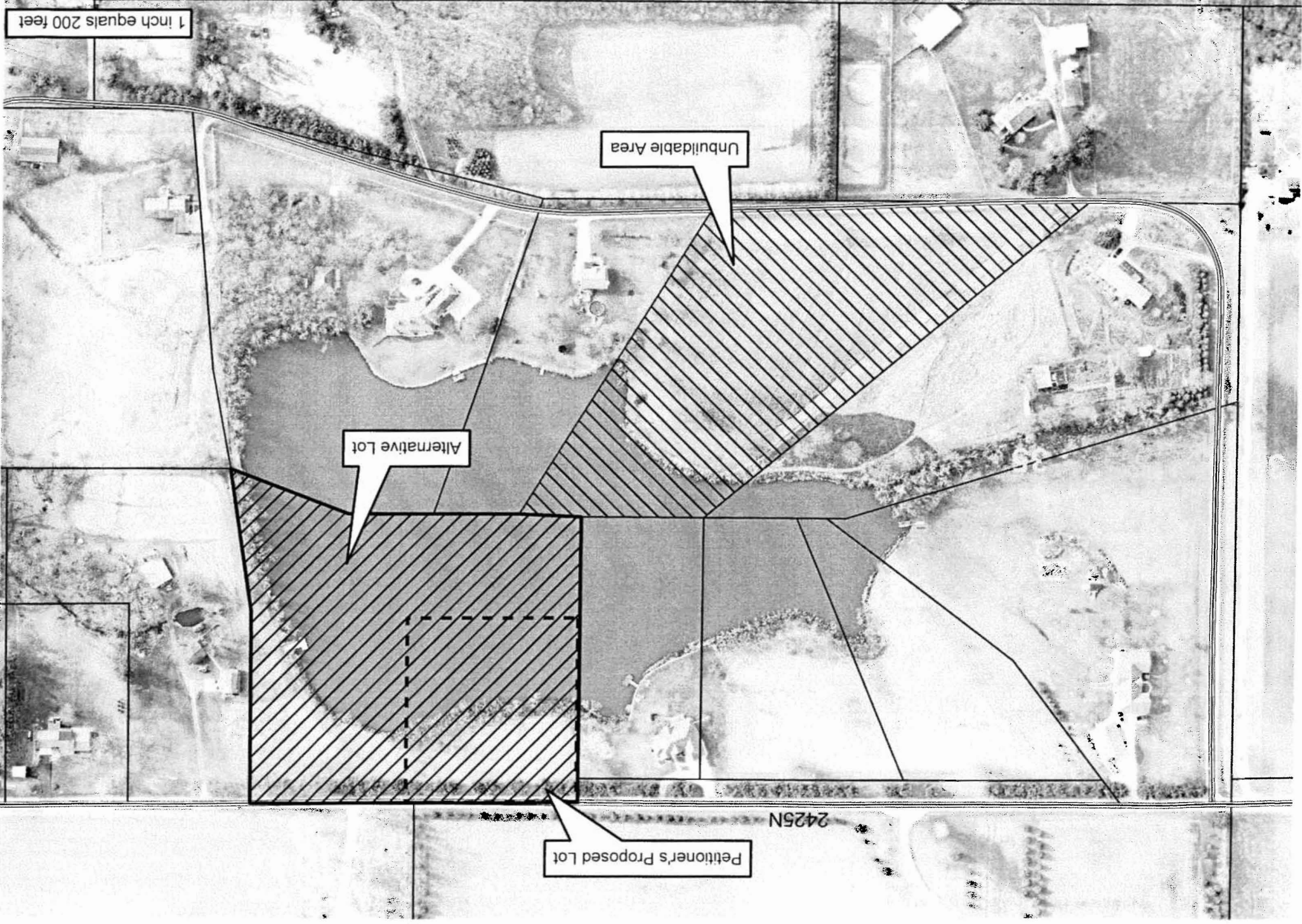


NORTH

**PLANNING &
ZONING**

1 inch equals 800 feet





1 inch equals 200 feet

Unbuildable Area

Alternative Lot

Petitioner's Proposed Lot

2425N



1 inch equals 300 feet

2425N

SF

S

8



1975



201 West Springfield Avenue, 3rd Floor
PO Box 140
Champaign, Illinois 61824-0140
BUS 217.352.6976
FAX 217.356.0570
www.hdc-eng.com

January 7, 2009

RECEIVED

JAN 07 2009

CHAMPAIGN CO. P & Z DEPARTMENT

Mr. John Hall
Zoning Administrator
Brookens Administrative Center
1776 East Washington Street
Urbana, IL 61802

Re: Trautman Section 35 Subdivision
HDC Project No. 01112

Dear Mr. Hall:

Enclosed is a revised subsidiary drainage plat showing the existing conditions of the lake outlet. The original 24" drop structure has been abandoned and plugged with concrete. The emergency overflow elevation has been revised to 713.05 feet.

I also reviewed the existing dam and outlet works. The outlet works are in good shape with no signs of erosion or settlement. The upstream face of the dam does show erosion and beaching. Moderate-to-heavy brush and tree growth was along the majority of this face, which made it difficult to identify any rodent dens. The downstream face looked good with no signs of settlement or erosion. Approximately the south 25 percent of the dam was covered by trees and heavy brush growth. The north 75 percent was covered with grass.

Some standing water exists at the toe of the southern third of the dam. Because this area appears to be naturally low, it was difficult to determine if the standing water was surface drainage or seepage from the dam. The emergency spillway did show some signs of erosion. Due to the revisions of the outlet structure and the elevation change of the emergency spillway, water will flow across this spillway much more frequently. This spillway should be inspected and maintained, if needed, after each significant rainfall event.

If you have any additional questions, please call.

Sincerely,

HDC ENGINEERING, LLC

David E. Atchley, PE, PLS
President, Principal

mk
Enclosures (1)

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JAN 07 2009

CHAMPAIGN CO. P & Z DEPARTMENT

December 30, 2008

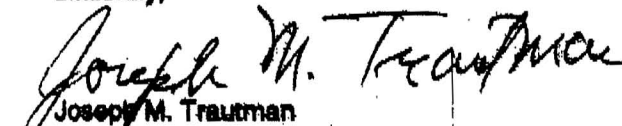
Mr. John Hall
Zoning Administrator
Brookens Administrative Center
1778 East Washington Street
Urbana, IL 61802

Re: Trautman Section 35 Subdivision
Lake Construction
HDC Project No. 01112

Dear Mr. Hall:

I hereby state that the lake in the southwest quarter of Section 35, Township 21 North, Range 7 East of the Third Principal Meridian was constructed in the summer of 1972 per the plans prepared by the U.S. Department of Agriculture Soil Conservation Service and dated June 1972. I have enclosed copies of the plans for your records.

Sincerely,


Joseph M. Trautman

mk
Enclosures

TRAUTMANS SECTION 35 SUBDIVISION OF SUBSIDIARY DRAINAGE PLAT CHAMPAIGN COUNTY, ILLINOIS PART OF THE SW 1/4 OF SEC. 35, T22N, R7E, 3rd PM

CHAMPAIGN CO. P & Z DEPARTMENT

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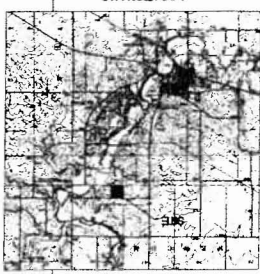
DEC 26 2008

NOTES

- 1) REVISIONS WERE COMPLETED IN ACCORDANCE WITH THE CITY ENGINEER'S COMMENTS AND APPROVED BY THE CITY ENGINEER ON 11/17/08.
- 2) THE SUBDIVISION IS CONVEYED TO THE BUYER BY DEED AND THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CHAMPAIGN COUNTY BOARD OF SUPERVISORS AND THE CHAMPAIGN COUNTY ENGINEER.
- 3) THE SUBDIVISION IS CONVEYED TO THE BUYER BY DEED AND THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CHAMPAIGN COUNTY BOARD OF SUPERVISORS AND THE CHAMPAIGN COUNTY ENGINEER.
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- 5) THE SUBDIVISION IS CONVEYED TO THE BUYER BY DEED AND THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CHAMPAIGN COUNTY BOARD OF SUPERVISORS AND THE CHAMPAIGN COUNTY ENGINEER.
- 6) THE SUBDIVISION IS CONVEYED TO THE BUYER BY DEED AND THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CHAMPAIGN COUNTY BOARD OF SUPERVISORS AND THE CHAMPAIGN COUNTY ENGINEER.
- 7) THE SUBDIVISION IS CONVEYED TO THE BUYER BY DEED AND THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CHAMPAIGN COUNTY BOARD OF SUPERVISORS AND THE CHAMPAIGN COUNTY ENGINEER.

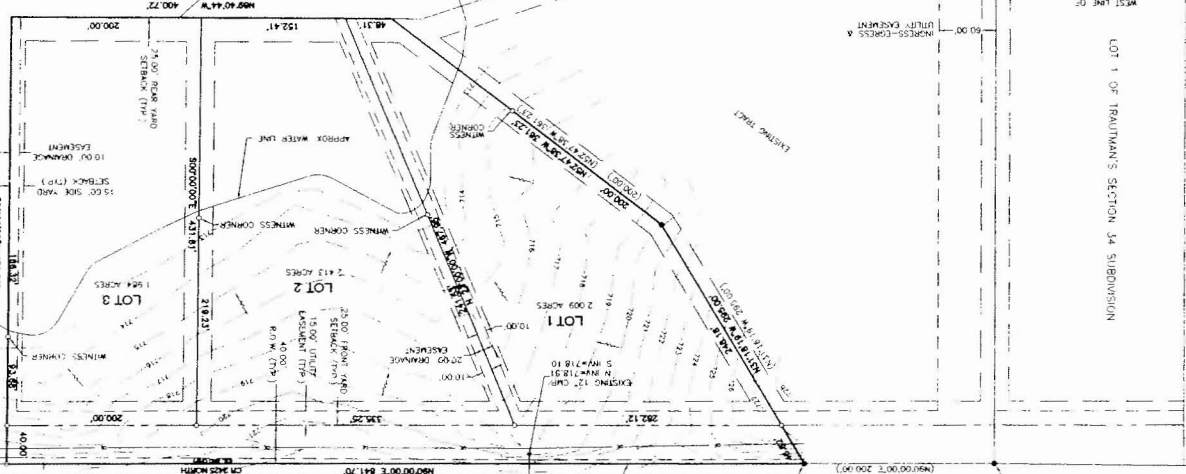


- LEGEND
- R/W PER E.O. 12812
 - R/W PER W. CAP SET
 - M/G NAT. SET
 - BOUNDARY OF TRACT SURVEY
 - BUILDING SETBACKS
 - RIGHT OF WAY
 - ESCALANTS
 - EXISTING DRAINAGE CONTROL
 - OVERLAND FLOW DIRECTION
 - DIMENSION OF SLOPE
 - DIMENSION OF RECORD
 - OR BY OTHERS



OUTLET CONDITIONS FOR THE LAKE ARE AS FOLLOWS:

- TWO OUTLETS
- 24' DIA. STRUCTURE AT 712.60
- 18" DIA. PIPE AT 712.60
- EMERGENCY OVERFLOW ELEVATION = 713.60
- TOP OF DAM BANK = 715.10



DATE: 11/17/08
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 PROJECT: [Signature]

2001R34879

STATE OF ILLINOIS)
)
) SS
COUNTY OF CHAMPAIGN)

RECORDED ON
11-30-2001 9:13:00

CHAMPAIGN COUNTY
RECORDER
BARBARA A. FRASCA

TRAUTMAN'S SECTION 35 SUBDIVISION

REC. FEE: 67.00
REV FEE:
PAGES: 12
PLAT ACT:
PLAT PAGE: 1

CERTIFICATE OF OWNER

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being the owner of the following described real estate situated in Champaign County, Illinois, to-wit:

A part of the Southwest Quarter of Section 35, Township 21 North, Range 7 East of the Third Principal Meridian being more particularly described as follows:

Beginning at the Northwest Corner of the Southwest Quarter of the Southwest Quarter of said Section 35, proceed on a local bearing of North 90°00'00" East 200.00 feet along the North line of the Southwest Quarter of the Southwest quarter of said section 35 to the True Point of Beginning; thence continue North 90°00'00" East 841.70 feet along the said North line; thence South 00°00'00" East 472.73 feet; thence North 89°40'44: West 400.72 feet; thence North 52°47'38" West 361.23 feet; thence North 31°18'19" West 295.00 feet to the True Point of Beginning encompassing 7.168 acres more or less in Champaign County, Illinois.

states that the same was caused to be surveyed and platted by an Illinois Professional Land Surveyor in the State of Illinois, David E. Atchley, License Number 2950, and the undersigned does hereby adopt, ratify and confirm the plat prepared by said surveyor and so named, and the undersigned hereby dedicates the part thereof within Township Road 2425 North to the public, and that part set aside as Easements to the Public, for public use, and the undersigned does dedicate for public use all of the utilities such as water mains, storm sewers and sanitary sewers to the Village of Mahomet or Newcomb Township, and the public, for public use forever. Each of said lots in said Subdivision on which there appears a broken line designated as "Easement" is subject to a permanent easement in width as shown thereon for the installation and maintenance of gas, telephone

CHAMPAIGN CO. P & Z DEPARTMENT

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CHAMPAIGN COUNTY P & Z DEPARTMENT

and power lines, water and sewers, and other utilities which may be needed for the benefit of any or all of the lots in said Subdivision.

No structures, walls, fences, plantings, or any materials shall be placed, planted or permitted to remain within the platted easements or public ways which may damage or interfere with the installation, operation or maintenance of the utilities.

There are also indicated and shown on said plat certain lines identified as "Building Setback Lines" and no buildings shall be erected on any of said lots in violation of any of said building setback lines, uniformly twenty-five feet from the front, sides or rear, as the case may be, of said lots. No building shall be located nearer than twenty-five feet to a lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of the building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot or easement or setback line. These provisions shall not prohibit the imposition of other set back lines by the present or any future owner of said Lots which are more restrictive than are permitted by these covenants or the zoning regulations.

It is further expressly provided that all conveyances of property hereinafter made by the present and future owners of the Lots in said Subdivision shall be taken and understood as incorporating in all such conveyances without repeating the same, all of the restrictions and provisions for use set forth as follows:

1. The lots of said subdivision shall be subject to all applicable ordinances of the Village of Mahomet or the County of Champaign and all present or future owners of any of the lands described in the plat shall conform any future improvements to the terms of an ordinance regulating proposed subdivisions in or near the Village of Mahomet, Illinois, as heretofore adopted or hereafter amended, and shall comply with all other ordinances of the Village of Mahomet which apply to the lots in said Plat.

2. All present and future owners shall comply with all setback requirements of the County of Champaign or Village of Mahomet as provided for in the applicable ordinances.

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DEC 26 2008

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CHAMPAIGN CO. P & Z DEPARTMENT

3. A portion of the subdivision is located within or adjacent to an existing lake. The elevation of the dam for the lake is 715.10 feet. The lowest floor of all buildings in the subdivision including basements, shall not be less than an elevation of 716.00 feet.

4. Easements for the installation and maintenance of utilities, sidewalks, and drainageways, whether above or below ground, are reserved as noted on the recorded plat. No structure shall be erected, placed or allowed to remain over areas reserved for easements which would damage or interfere with the construction or maintenance of said utilities.

5. No oil drilling, oil development operations, oil refining, quarrying, soil stripping, or mining operations of any kind shall be permitted upon or in any lot, and no oil wells, tanks, tunnels, mineral excavations or shafts shall be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

6. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and stored in a manner either inside a garage or other building or below ground so as not to be visible from other property.

7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8. Permanent easements are hereby granted and reserved to the Village of Mahomet (or to the general public until the subdivision is annexed to the Village of Mahomet) for public utility purposes. Easements are shown on the recorded plat for the installation and maintenance of telephone, cable television, power, gas, sanitary sewer, storm sewer lines, surface swales, sidewalks, and any other utilities and services which may be needed for the purpose of servicing the lots and shall include the right of

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8. New Public Hearings

Case 632-AM-08 Petitioner: **Mike Trautman** Request: **Amend the zoning Map to allow for the development of 1 single family residential lot in the AG-1 Agriculture Zoning District by adding the Rural Residential Overlay (RRO) Zoning District.** Location: **A 1.66 acre tract that is in the East Half of the Southwest Quarter of the Southwest Quarter of Section 35 of Newcomb Township and commonly known as the land east of Trautman’s Section 35 Subdivision approximately at 420 CR 2425N, Mahomet.**

Mr. Hall stated that the Board is familiar with this development because there have been a number of cases in this area before the Board. He said that Mr. Trautman desires to sell an additional lot which would require rezoning to the Rural Residential Overlay (RRO) Zoning District. He said that the Summary of Evidence that was included in the Preliminary Memorandum dated December 5, 2008, identified one issue and that has to do with the lake. He said that the lake is not related to the RRO but it is unclear as to when the lake was constructed because the 1972 aerial photograph does not indicate the lake. He said that zoning was adopted on October 10, 1973, therefore if the lake was constructed after October 10, 1973, a Special Use Permit would have been required. He said that at one point staff believed that the *Zoning Ordinance* actually prohibited the Board taking action until the status of the lake is clarified but it was realized that this part of the *Ordinance* does not relate to map amendments. However, if the RRO was to be approved at this point without the status of the lake clarified and someone submitted a Zoning Use Permit Application for construction of a home on this lot and it was determined that the lake was constructed after October 10, 1973, staff would be prohibited from issuing a permit. He said that the *Zoning Ordinance* prohibits Zoning Use Permits, Variances and Special Use Permits on lots upon which there is a violation although it is silent about map amendments. He said that staff has discussed this issue extensively with David Atchley, Engineer with HDC Engineering, and it is staff’s understanding that the petitioner is in the process of preparing a statement to the effect that the construction of the pond was begun before October 10, 1973. Mr. Hall stated that staff has no way to refute that statement and there is little public benefit from making a big issue about the status of the lake therefore his recommendation to the Board would be that if the petitioner’s statement was received at tonight’s hearing and no one refuted it then the construction date of the pond is not an issue. He said that staff has been informed that such a statement could be submitted within the next few days therefore if the Board finds that there are no other issues regarding the RRO at tonight’s hearing then it is at the Board’s discretion to either move to final action or continue the case until the statement is received from the petitioner. He said that an undesirable third option would be to create a statement for the petitioner regarding the status of the lake. He said that the *Zoning Ordinance* does not prohibit the Board from taking action on the map amendment even though the lake status is not clarified at this time.

Mr. Hall stated that during staff’s review, Attachment R of the Preliminary Memorandum dated December 5, 2008, it was discovered that this RRO is ideal or nearly ideal for flood hazard, other hazards, environmental concerns, LESA score and effects on drainage and is much better than typical regarding septic suitability, emergency services, effect of farms and road safety. He said that in only one instance was it more or less typical and that was regarding availability of water. He said that Attachment S, indicates that there will be very little difference whether the Board approves the RRO or not. He said that obviously there will more

1 land converted by the development if it's not Best Prime Farm Land and obviously there will be one more
2 home adding traffic to the road and he found in his view the effects on farms is very minor given that there is
3 no farmland if any that borders this proposed lot it's across the road and down wind from this lot so maybe
4 the effects are less than what would be if farmland surrounded the lot but those are his preliminary
5 judgments. He said that if the Board disagrees they should revise those as they see fit.

6
7 Mr. Thorsland asked if they could go ahead and go through the witness register on this case and then later on
8 the determination or do the Board want to wait and deal with the pond issue.

9
10 Mr. Bluhm said that the thing with the pond is basically Mr. Trautman deals with it now while it is his
11 property or we approve this it could be sold to someone else and they would have to make sure that
12 everything is cleared up.

13
14 Mr. Hall said that the reality is that the pond was created by Mr. Trautman and technically a Special Use
15 Permit for this lake involves about eight different land owners because it is sitting on eight different lots. He
16 said that he hoped that he could get a signed statement that is not refuted and the Board would not have to go
17 into sorting out the status of the lake.

18
19 Mr. Bluhm said that if there are not more questions he will go to the witness register.

20
21 David Acthley, engineer and representative for the owner said that he has plans in his office that was dated
22 June of 1972 by the USDA. He said that he tried to email a copy to the Planning Department but it did not go
23 through. He said that he will get a copy of the plans as well as a statement from Mr. Trautman stating that
24 the plans were drawn and the lake was built the same year the plans were drawn.

25
26 Mr. Bluhm asked the Board if they had any questions for Mr. Atchley and there was none.

27 Mr. Bluhm asked staff if they had any questions for Mr. Atchley.

28
29 Mr. Hall asked Mr. Atchley if he being an engineer had any concerns with anyone building a home this close
30 to the lake and have it be a good sound buildable lot.

31
32 Mr. Atchley said that he had no concerns with the lot.

33
34 Mr. Bluhm asked if there were any other questions for Mr. Atchley and there was none.

35
36 Mr. Bluhm called Phil Trautman.

37
38 Mr. Trautman said that he had nothing to add other than the pond was build when he was about eleven or
39 twelve years old which would have been during 1971 or 1972.

40
41 Mr. Bluhm asked the Board if there were any questions for Mr. Trautman.

42
43 Mr. Thorsland asked Mr. Trautman if he was in agreement with what Mr. Atchley said about when the plans

1 were drawn up and when the pond was constructed.
2
3 Mr. Trautman said yes.
4
5 Mr. Bluhm called Phillip Hult.
6
7 Mr. Hult said that he lives at 401A CR. 2425N which was referred to as the Trautman tract. He said that he
8 was concerned about the dam and if there is a failure of the dam will there be any need for a Special Use
9 Permit in order to rebuild the dam because now there is no legal mechanism among the home owners in
10 order to repair the dam or pay for it. He said that right now it is done on an adhoc bases so there are legal
11 issues in maintenance involved that never been addressed by Mr. Trautman within the covenants in order to
12 provide for this in the future.
13 Mr. Hult said that another concern is that there is one buildable lot in this case and if this one is cut out then
14 what would be left is a dam site. He said that if no one wants to have the liability of the dam in the future
15 then the lot may go back to the county for back taxes and be a liability for the county. He said that some of
16 those concerns they had discussed among neighbors as far as they have no idea as to the legality of all this so
17 they would like to have these issues cleared up first before any more subdivisions are put in.
18 Mr. Hult said that on the other side of the dam there is a house and a number of buildings and what could
19 happen if the dam fails.
20
21 Mr. Hult distributed pictures of the dam for the Board to review.
22
23 Mr. Hult said that his suggestion is that these issues get cleared up first before any more subdivisions are
24 added.
25 He said that if the Board wished to discuss that first he would like to make some more comments regarding
26 the lots specific after that.
27
28 Mr. Bluhm said that if Mr. Hult has comments on the lots specific he could make them at this time.
29
30 Mr. Hult read from a prepared statement.
31 Mr. Hult also had pictures that he distributed to the Board for their review.
32 Mr. Hult read a letter from James Ploeger.
33 Mr. Hult said that he is distributing maps of the pond elevations which indicated what the pond looked like
34 on an average day when the water is blue and the right of way to the road is level.
35 Mr. Hult said that the next map distributed shows what the pond looked like when the water rises eighteen
36 inches. He said that is a significant decrease in lot size.
37 Mr. Hult distributed a copy of the easements for the lots that surrounds the pond for the Board to review.
38 Mr. Hult read from the copy of the easements.
39
40 Mr. Bluhm asked staff if there were any questions for Mr. Hult.
41
42 Mr. Hall said that Mr. Hult's last comment seemed to run counter to his earlier comment and asked if Mr.
43 Hult believed that the portion of the remainder if the RRO is approved that is facing the access on the south

1 side of the lake could be purchased by the people in the subdivision.
2
3 Mr. Hult said yes perhaps so there may be people that may be interested in it.
4
5 Mr. Hall said that he thought one of the first criticisms he made at the beginning of his statement was that
6 the remainder of the gerrymandered tract would be unusable and of no use to anyone.
7
8 Mr. Hult said that it is possible that it may not be. He said that to him it looks like that there is no buildable
9 land there so if nobody want to buy the land without the frontage or if neither of the neighbors on either side
10 wanted to purchase the land from Mr. Trautman he did not know how that would come about.
11
12 Mr. Hall asked Mr. Hult if the folks interested in the land on the south side of the lake are in negotiations
13 right now.
14
15 Mr. Hult said that there are no negotiations at this time that he knew of.
16
17 Mr. Hall said that he appreciate the comments about the fluctuating levels that is not news to us but that is
18 good evidence to have but this lot meets the minimum lot area requirements of the Zoning Ordinance but
19 whether or not it meets the purpose and intent of the ordinance is what the comments may relate more
20 accurately to but Mr. Hult stated that it does not meet the lot area requirements and he disagreed with that.
21
22 Mr. Hult said that it looks like to him that anything that is covered by water whether it would be a lake or a
23 pond would not meet lot area requirements.
24
25 Mr. Hall said that would only apply to the table in section 4.3.4. He said that minimum lot size in this zoning
26 district is established in section 5.3. He said that it may be fair to say that it may not meet the purpose and
27 intent but it is not fair to say that it does not meet the minimum requirements.
28
29 Mr. Hult said that he could see where that would make a difference and asked Mr. Hall if that applies to
30 easements to the other section.
31
32 Mr. Hall said that he had no reason to think that this would apply to this lot. He said that the concern about
33 building within fifty feet of this lake is a feasibility concern but does not apply to this lot that is proposed.
34
35 Mr. Hult said that he is not sure and had not read that specifically about the remainder tract but Mr.
36 Trautman has been putting those covenants on every property around the pond as he sold the lots.
37
38 Mr. Hall said that would be a good question for the Board to have information on.
39
40 Mr. Hult said that would not make sense to have these easements around the pond for everyone else when
41 they just omitted some last month because that would be inconsistency.
42
43 Mr. Hall asked Mr. Hult if any of the neighbors around the lake was concerned about the structure integrity

1 of the dam or had there been problems related to that dam.
2
3 Mr. Hult said that yes, there had been work done on that dam recently, Kevin Huntzinger who lives at 2124
4 on the west corner had done some of the work on that so there had been some work done. He said that what
5 Mr. Huntzinger did was past the hat and Mr. Hult believed that Mr. Trautman contributed towards that along
6 with some of the neighbors but not all the neighbors contributed. He said that they have had problems with
7 muskrats around the pond and they burrow into the dam and that opens up tunnels into the dams where water
8 can flow through. He said that there had been dam failures because of muskrats. He said that is not sure of
9 any problems now but that can happen.
10
11 Mr. Bluhm asked the Board if there were any other questions.
12
13 Mr. Thorsland asked Mr. Hult if the driveway on the south side maintained by neighbors that uses it.
14
15 Mr. Hult said yes there were some neighbors that contributed by putting gravel down.
16
17 Mr. Thorsland asked if there was anything official regarding the maintenance of the south side driveway.
18
19 Mr. Hult said that there was nothing official in order to provide maintenance for that driveway.
20
21 Mr. Thorsland said that this year was exceptionally wet and asked Mr. Hult on average had the floods
22 fluctuated constantly.
23
24 Mr. Hult said yes it does fluctuate constantly like Mr. Ploeger stated in his letter that it flooded every year for
25 the past six years on his lot. He said that some years it had gotten way down about two or three feet.
26
27 Mr. Thorsland asked Mr. Hult if he seen it worst in more recent years.
28
29 Mr. Hult said that in May or June it may have gotten up as high as twenty inches or so he did not go down
30 there when it was raining he waited until after the water had gone down some.
31
32 Mr. Thorsland asked Mr. Hult how long had he lived at that residence.
33
34 Mr. Hult said since 1988 so for about twenty years.
35
36 Mr. Bluhm asked Mr. Hult if Mr. Ploeger's email stated that this was the first year that it flooded the actual
37 house.
38
39 Mr. Hult said yes this was the first time it flooded the home.
40
41 Mr. Bluhm asked Mr. Hult if he seen an issues with the integrity of the outlet pond or overflow.
42
43 Mr. Hult said that he would not say that.

12-11-08

DRAFT SUBJECT TO APPROVAL DRAFT

ZBA

1
2 Mr. Bluhm said that we had significant rains before this year and pretty close to equal of what we had this
3 year.
4
5 Mr. Hall asked Mr. Hult if the Ploeger house was constructed in the late 90's.
6
7 Mr. Hult said that he believe so.
8
9 Mr. Courson asked Mr. Hult if the east side of the property was regulated by an outlet pipe.
10
11 Mr. Hult said that said yes. Mr. Hult showed Mr. Courson approximately where the outlet pipe would be on
12 the map. He said that most of the lots have a plenty of elevation.
13
14 Mr. Bluhm asked if there were any other questions for Mr. Hult and there was none.
15
16 Mr. Bluhm called Walt Farchmin.
17
18 Mr. Farchmin said that he signed the wrong paper. He said that he have a lot of good neighbors and Mr.
19 Trautman is a friend of his so he was in attendance to see what happens.
20
21 Mr. Bluhm called Louis Wozniak.
22
23 Mr. Wozniak said that he lives at 401C CR. 2425N and his property is not bordering the lake but is south of
24 the lake and accessible through the private lane. He said that he has no objections to additional neighbors
25 and he thinks that the Farchmin's has a wonderful home and beautiful children. He said that they had picnics
26 with them. He said that he would like to make a comment on the evidence that was prepared if he is allowed
27 to do so.
28
29 Mr. Bluhm said that if he has testimony that he feels is relevant he may proceed.
30
31 Mr. Wozniak said that if you accept the persuasion of we want no more neighbors, no more residences in
32 that neighborhood then what Mr. Hult brought to you begins to make sense if you look at it from that point
33 of view. He said that he agrees with a lot of things Mr. Hult said however there were some things that were
34 wrong and he would like to correct those things.
35
36 Mr. Wozniak said that Mr. Ploeger's house did flood three times but he was the one who set his house too
37 low, he was the one that wanted a walk out basement onto a shallow beach onto the lake front and that is
38 what he gets when the lake goes up. He said that the lot that is being proposed may not have that problem
39 because the bank goes more steeply up than what Mr. Ploeger had prepared for himself.
40 Mr. Wozniak said that Mr. Hult suggested that the formation of the lot would affect the pond level during
41 high water Mr. Wozniak said that he is a registered engineer and it would not affect it in any way because the
42 bank is fairly steep and it will go up just the same but the lot will not initiate the contour of the lake.
43

ZBA

DRAFT

SUBJECT TO APPROVAL DRAFT

12/11/08

1 Mr. Wozniak said that Mr. Hult said that Mahomet voted down the proposal by Mr. Wozniak but he did not
2 give the reason why it was voted down. He said that the proposal is being worked on and it will be reposed
3 and he is confident that it will pass.

4
5 Mr. Wozniak asked Mr. Farchmin if his children swim in that pond.

6
7 Mr. Farchmin said yes.

8
9 Mr. Wozniak said that the lake spreads from fifty to seventy feet during a flood.

10
11 Mr. Farchmin said that it comes right up to his basement floor so it was about fifty feet back.

12
13 Mr. Wozniak said that Mr. Jones's home lies on the dam and the dam last he knew still had holes in it but
14 maybe that has been repaired.

15
16 Mr. Wozniak said that he did not remember when the pond was constructed however he was living there
17 when it was constructed and it was Reinhart Construction who built the pond. He said that he moved there
18 when he was in his thirties and he is seventy now and also as he recalled there was some kind of government
19 program so there may be some information as to when the pond was constructed.

20
21 Mr. Wozniak said that the tracts where they are living is an illegal subdivision because it violates the plat act
22 and what happened there was Mr. Trautman started selling lots on the south side of the road and then the
23 north side of the road which everything is south of the lake and ended up with a piece of ground that was not
24 quite ten acres so he sold five and ended up with a little less than five which he could not sell so he bought
25 back two and a half acres. He said that was a scheme to be able to get the lot in and another lot out of it to
26 continue selling the lots which that what makes it illegal.

27
28 Mr. Wozniak said that he is going to tie this to the lot that is in questioned but he wanted to point out certain
29 things first because he was not just talking about his problems.

30 Mr. Wozniak said the problem with this development is that there is no governing structure as testified, who
31 pays for the road, who pays for the dam, nobody knows when ever someone gets tired of pot holes they
32 would get a half of a pick up truck of gravel and fill the holes. He said that one of the very basic problems
33 that caused contention is that Mr. Trautman sold lots on the south side and gave a sixty foot easement for
34 entrance and exit but not for everyone because some has a twenty foot easement then he came back and sold
35 lots around the lake and sold the easements with the lots well you could imagine the feelings that some of the
36 people had because one side have all the easements and the other side has a right to go on the property but
37 has no access to it there is not a fifty fifty situation. He said that people on the north side of the road have
38 extended their yards especially Mr. Hult more than half way through the easement so there is absolutely no
39 visibility around his property. He said that the access to all of these lots is via private lanes by means of
40 easements that is not being maintained but furthermore the last thirty percent of the three quarter mile lane
41 does not have the appropriate base, there is no turn around or a provision for a turn around at the end and the
42 fire department tells us sometime they may not be able to get to us if our home is burning because they are
43 not going to lose an engine in the mud if it is the wrong time of the year. He said that there has been some

1 lawsuits file and more to come.

2
3 Mr. Wozniak said that all of the titles have different restrictions they are not uniform so his particular title
4 does not bind him to contribute to the maintenance of the dam because his house is not on the lake neither do
5 other homes have necessarily the duty to contribute the title just say everyone shall share so everyone sharing
6 may have a different opinion depending on who's money is being spent. He said that this petition for the
7 RRO is an attempt to further milk that particular development without bringing the part that is there up to
8 specifications. He said that it should be at least up to specifications on the road where emergency vehicles,
9 ambulance, fire engines, police can get to a situation if they need to do so.

10
11 Mr. Wozniak said that the lot at issue is an important part of this development as a matter of fact his lot and
12 any other property owner has a right to go on the lake which is basically the property of this lot by title and
13 he has the right to be there. He said that there is no comprehensive plan for the pond's upkeep and if this lot
14 will be sold the lot owners will have some kind of jurisdiction over what people on the south side will do
15 because they are all tied together. Mr. Wozniak said that it is a reasonable request that some of the things to
16 be fixed in order for the emergency vehicles to access all of the other lots before any additional sectioning of
17 this property is permitted.

18
19 Mr. Bluhm asked the Board if there were any questions for Mr. Wozniak.

20
21 Mr. Courson asked Mr. Wozniak if he have a copy of the covenants.

22
23 Mr. Wozniak said that he has a copy and he could bring it in.

24
25 Mr. Hult said that Mr. Wozniak is correct that he has rights to the pond but he along with some other
26 neighbors has no access and that issue should be cleared up before Mr. Trautman sells off all the land around
27 the pond and their stuck having to helicopter to the pond in order to use it.

28
29 Mr. Bluhm said that was the last name that was on the register to testify and he asked if there was anyone
30 else who wished to testify and there was none.

31
32 Mr. Bluhm asked the Board if they had any questions.

33
34 Ms. Capel asked Mr. Hall what happens if a subdivision do not comply with what ever subdivision
35 requirements and does the County have any responsibility in relation to that.

36
37 Mr. Hall asked Ms. Capel which subdivision she was referring to.

38
39 Ms. Capel said any subdivision.

40
41 Mr. Hall said for example in any case whether a variance, Special Use Permit or anything that is material to
42 what the Board is asked to approve and is relevant can be considered and in this case there is a lot of things
43 that is non-conforming about this development which he thinks that is difficult for the Board to draw a real

1 connection like the private lane he could not see that is relevant although he understands the point that the
2 people there say that every time another lot is created without this being fix just makes it more difficult but it
3 is not related to this lot because this lot has wonderful street access. He said that the issue maybe if this is a
4 good zoning lot that is something for the Board to consider even though the RRO factors don't actually take
5 that into account or staff did not do a good job. He said that he agreed with Mr. Wozniak about when the
6 water level of the pond rises it rises to the point of an overflow and will not go above that. He said maybe
7 this lot needs to have some filling done to it we could not prohibit that because it is not in a flood plane.

8
9 Mr. Hall said that summing up this lot and what it means for the value of the remainder tract he had a hard
10 time making a good strong connection there. He said that if there is a good strong connection then it is worth
11 considering but he don't know what that would be. He said that he agreed that the remainder which in fact in
12 talking with the Village of Mahomet this would probably be a two lot subdivision which would say one
13 buildable lot and one unbuildable lot and he didn't know what good the unbuildable lot was going to be for
14 anyone and wondered if it was feasible to ever build a home east of where this lot is proposed because you
15 are getting into the area of the dam and he did not think that is going to be a buildable lot. He said that the
16 portion of the remainder that is fronting that private lane would be buildable if there is access right now it is
17 not buildable.

18
19 Ms. Capel said that she is familiar with the way it works not as familiar with the letter of the ordinance and
20 exactly what the RRO does.

21
22 Ms. Capel asked if the County have any responsibility regarding the dam maintenance.

23
24 Mr. Bluhm said that no it is a private lane.

25
26 Mr. Hall said with a little more research maybe they could draw a better connection to this lot and the
27 maintenance because you would not want to make the situation worst but they would need a little more time
28 to investigate it.

29
30 Mr. Bluhm said maybe this is a better question for Mr. Atchley and asked if the 712.5 was the lowest
31 elevation of the pond, water or lot.

32
33 Mr. Atchley said that the 712.5 was the elevation of the water at the time that was shot.

34
35 Mr. Bluhm asked Mr. Atchley if that was the elevation of the outlet structure.

36
37 Mr. Atchley said that they did not take an elevation of the outlet structure that is additional information but
38 he could do that.

39
40 Mr. Bluhm said he was going to ask what was the elevation of the overflow because that water is going to
41 pull to the overflow and then it won't go any higher because it is going to go over the overflow so the 712.5
42 could have been normal when you were out there but he would like to know what that top is.

43

12-11-08

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ZBA

- 1 Mr. Atchley said that he did not take a shot of the overflow at that time.
- 2
- 3 Mr. Thorsland asked when was the elevations shot.
- 4
- 5 Mr. Atchley said that he believe it was 2001 and nothing appeared to have been changed. He said that it had
- 6 been mentioned that some kind of maintenance had been done to the overflow but that he was not aware of.
- 7
- 8 Mr. Bluhm said that his question had been answered he was just wanting to know what the 712.5 and how
- 9 that related in terms of the outlet structure and the overflow.
- 10
- 11 Mr. Thorsland said that there is a few things that needs to be done and that is to solve the lake issue with
- 12 some document to state when the lake was constructed. He said that he thinks it is somewhat relevant at least
- 13 for the lots on this side of the lake or any lots before the lake. He also said that if the Board could get a copy
- 14 of the covenants because that might help us out if there are any special conditions that may be required and
- 15 then the outlet elevation of the pond that is not seven years old.
- 16
- 17 Mr. Bluhm asked if the deed to this tract is on file.
- 18
- 19 Mr. Hall said that there is a deed on file somewhere.
- 20
- 21 Mr. Bluhm said that they need to look at the deed for the remainder tract.
- 22
- 23 Mr. Atchley said that the title information is in the packet.
- 24
- 25 Mr. Bluhm said that what he was getting at was the covenants and everything that was listed by Mr. Hult and
- 26 maybe Mr. Atchley can clarify it.
- 27
- 28 Mr. Atchley said that referring to the packet these were the deeds that he has record of.
- 29
- 30 Mr. Bluhm said that those are the deeds of all the other parcels that had been proportioned off and asked Mr.
- 31 Atchley will this parcel have the same covenant restrictions that the tracts around the pond have.
- 32
- 33 Mr. Atchley referred the question to Phil Trautman son of Mike Trautman.
- 34 Mr. Trautman said that he may but he is not sure sense there may be an issue regarding access.
- 35
- 36 Mr. Bluhm said that he is not worrying about access or anything like that what he is concerned about is if
- 37 other property owners on the lake can build no closer than fifty foot to the property if he took that as being
- 38 the same restriction as Mr. Hult's property and if that is the case for this lot then now we need to back off in
- 39 the buildable area because we have a deed restriction. He said what he is trying to get to is that deed
- 40 restriction on this property and if it is he would like to see a drawing of the fifty foot from normal pool level.
- 41
- 42 Mr. Atchley said yes he would assume that it would be from the 712.5 pool elevation.
- 43

ZBA

DRAFT

SUBJECT TO APPROVAL DRAFT

12/11/08

- 1 Mr. Bluhm said that is one of the questions he had if we take fifty foot off of there an if the other houses
2 have fifty foot property lines where are we getting that buildable down to so he need to see that on a larger
3 picture.
4
- 5 Mr. Thorsland said what he saw there in the title work is three groups of parcels and what appear to be three
6 different covenants and in items 10, 11 and 12.
7
- 8 Mr. Bluhm said that item 11 are covenants and restrictions, 10 and 12 are easements. He said that some of
9 these are lots on the south private drive.
10
- 11 Mr. Thorsland said that's true but some is on the north side of it.
12
- 13 Mr. Atchley said that some of these are repeats.
14
- 15 Mr. Bluhm asked the Board if there were anything else that is needed.
16 Mr. Bluhm asked Mr. Atchley if he understood what the Board is looking for.
17
- 18 Mr. Atchley said that he has at least three of them which is the date of the lake construction, the outlet
19 elevation survey and title restrictions with the size of the lots that is usable or buildable for a building.
20
- 21 Mr. Thorsland said that if Mr. Atchley go out and get elevation of the outlet if he could get some current
22 elevations of the proposed lot would be helpful also.
23
- 24 Mr. Bluhm asked Mr. Atchley if he was a professional engineer.
25
- 26 Mr. Atchley said probably an architect.
27
- 28 Mr. Bluhm said that if possible it would be good if Mr. Atchley could give his opinion of the dam just a
29 visual inspection and note any deficiencies
30
- 31 Mr. Atchley said that if he were to do a dam inspection just from the testimony regarding the muskrat holes
32 and infestation that would come out in the report.
33
- 34 Mr. Bluhm said maybe include the size of the discharge outlet.
35 Mr. Atchley said that he has a copy of the plans from 1972 but Mr. Wozniak may have been there the longest
36 in that property area.
37
- 38 Mr. Bluhm asked the Board if there were any other concerns and there were none.
39 Mr. Bluhm asked Mr. Atchely how much time does he need to collect the data and get back to the Board.
40
- 41 Mr. Atchely said that with the holidays nearing but we could get it by January 1, 2009, if that is a good time.
42
- 43 Mr. Hall said that the next meeting is January 15, 2009, and there should be room on the docket for this case

1 so the deadline would be January 7, 2009.

2

3 Mr. Bluhm asked Mr. Atchely and Mr. Trautman if January 15th would be a good date to continue the
4 meeting.

5

6 Mr. Atchely and Mr. Trautman said yes.

7

8 **Mr. Thorsland moved, seconded by Mr. Courson to continue Case 632-AM-08 to January 15, 2009.**

9 **The motion carried by voice vote.**

10

11 **9 Staff Report**

12

13 Mr. Hall said that at the present time the ZBA is short one Board member and the County Board hopefully
14 will make their decision in January. He said that the earliest the Board could back up to one hundred percent
15 would be January 29th and there are two applications for that position.

16

17 Mr. Bluhm asked Mr. Hall if the present Members have copies of the ZBA By-Laws.

18

19 Mr. Hall said that they were handed out.

20 Mr. Hall said that for the new Board members he thinks the most important part about the by-laws is on page
21 three paragraph 5.8A and 5.8B talks about communication outside the public hearing about the public
22 hearing and that is something you may not be aware of and we need to let you know about that. He said that
23 actually the Board is not to give out any communication outside the public hearing and if you do you are
24 supposed to make them known and depending on the nature of the communication you may want to exclude
25 yourself from that hearing.

26

27 Mr. Bluhm said that there had been times when Zoning members had been called personally at home and
28 your first line should be you can not discuss the case if it is not a public meeting. He said that the Farm
29 Bureau is good about sending out letters to the Zoning Office but in the event that they don't it is always
30 good to have a copy and submit it at the next meeting so that everyone is aware that you have received
31 communication in writing.

32

33 Mr. Hall said that historically there had been instances that Zoning Board Members had been approached by
34 County Board Members at public hearings in the hallway about the cases.

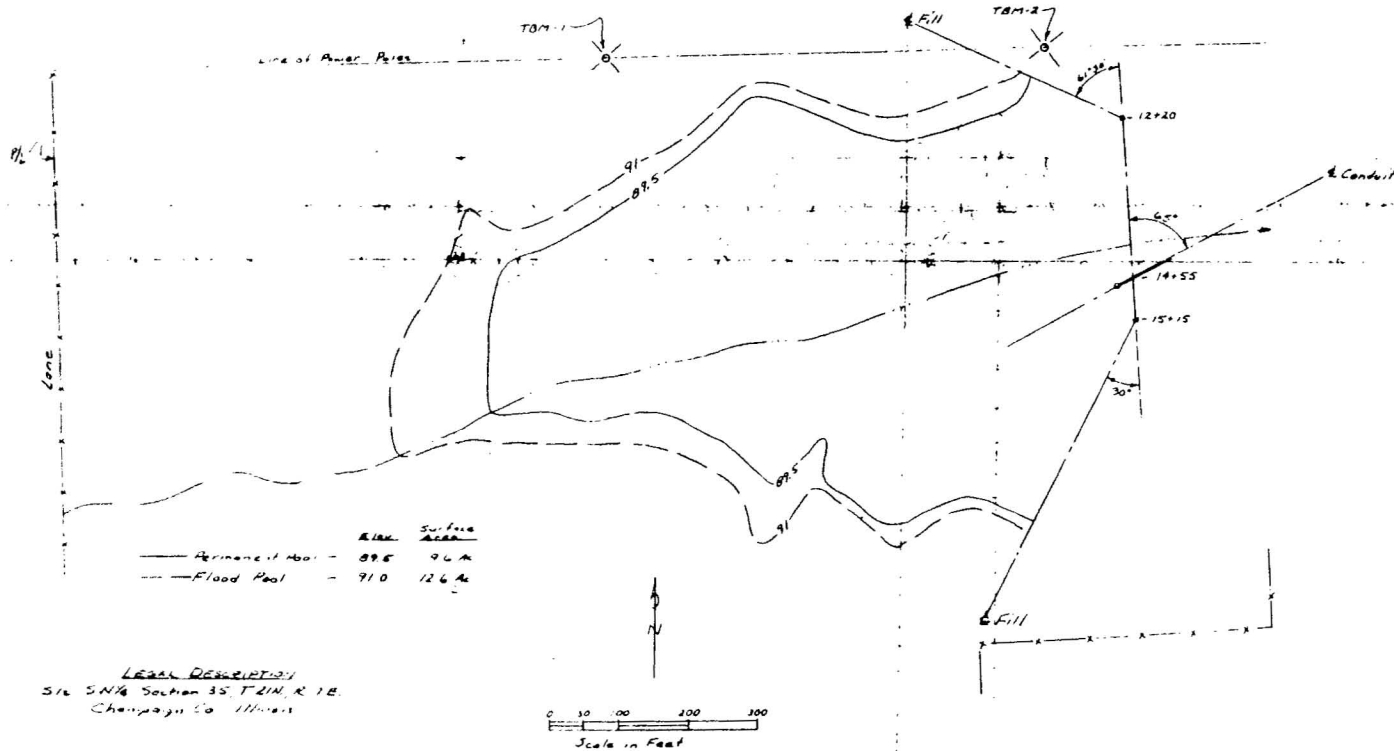
35

36 He said that for the new members if they wished to make appointments and come in to the office to discuss
37 any questions they may have that is not a problem.

of lens.
 TBM-2 9433
 Spike on south side of fifth power pole east
 of lens.

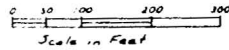
NOTE APP 623.1 FOR USGS ELEV.

6 inch diameter C.M.P. _____ 14 in ft.
 Diaphragms _____ 2 each
 Coupling Bands _____ 6 each
 Baffle _____ 1 each
 Trash Rack _____ 1 each
 Timber Prop _____ 1 each
 Concrete _____ 0.6 cu yd
 Steel _____ 18.7 lbs.



	Area	Surface Area
— Apron & Abut —	89.5	96.4
— Flood Pool —	91.0	126.4

LEGAL DESCRIPTION
 Site S1/4 Section 35, T41N, R 1E,
 Champaign Co Illinois



RECEIVED
 JAN 07 2009
 CHAMPAIGN CO. P & Z DEPARTMENT

Class C

DROP INLET	
J. Mike Trautman Champaign Co.	
U. S. DEPARTMENT OF AGRICULTURE SOIL CONSERVATION SERVICE	
Approved by: <i>John Trautman</i> 4/72	Checked by: <i>Tom Aron Engstrom</i>
Date: <i>4/72</i>	Title: _____
Drawn by: _____	Scale: _____
Checked: _____	Date: _____

U.S. DEPARTMENT OF AGRICULTURE
 SOIL CONSERVATION SERVICE

DEEP INLET

Cross C

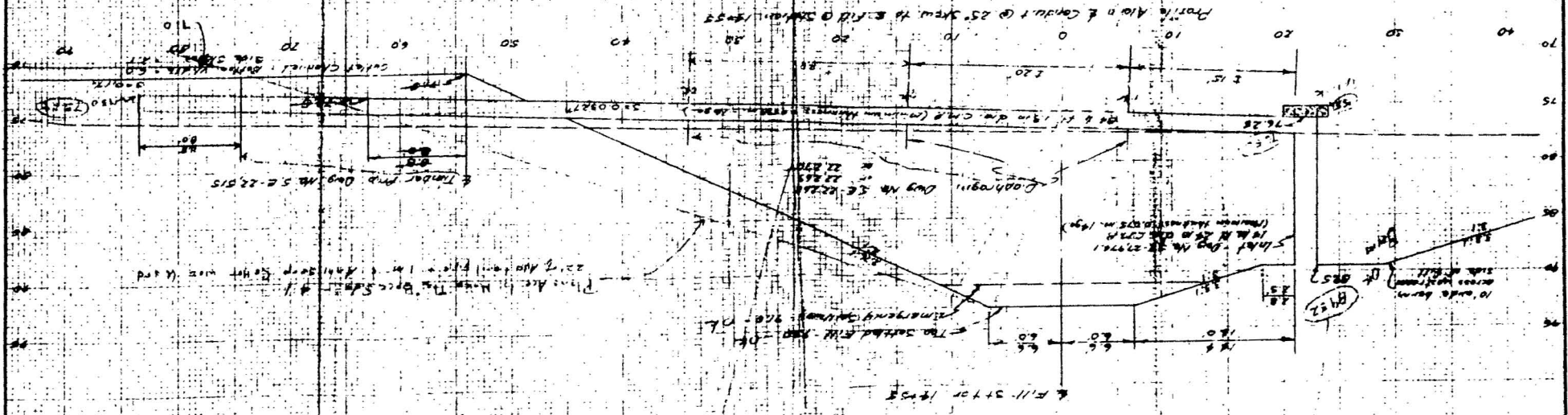
95.50 95.00 94.50 94.00 93.50 93.00 92.50 92.00 91.50 91.00 90.50 90.00 89.50 89.00 88.50 88.00 87.50 87.00 86.50 86.00 85.50 85.00 84.50 84.00 83.50 83.00 82.50 82.00 81.50 81.00 80.50 80.00 79.50 79.00 78.50 78.00 77.50 77.00 76.50 76.00 75.50 75.00 74.50 74.00 73.50 73.00 72.50 72.00 71.50 71.00 70.50 70.00 69.50 69.00 68.50 68.00 67.50 67.00 66.50 66.00 65.50 65.00 64.50 64.00 63.50 63.00 62.50 62.00 61.50 61.00 60.50 60.00 59.50 59.00 58.50 58.00 57.50 57.00 56.50 56.00 55.50 55.00 54.50 54.00 53.50 53.00 52.50 52.00 51.50 51.00 50.50 50.00 49.50 49.00 48.50 48.00 47.50 47.00 46.50 46.00 45.50 45.00 44.50 44.00 43.50 43.00 42.50 42.00 41.50 41.00 40.50 40.00 39.50 39.00 38.50 38.00 37.50 37.00 36.50 36.00 35.50 35.00 34.50 34.00 33.50 33.00 32.50 32.00 31.50 31.00 30.50 30.00 29.50 29.00 28.50 28.00 27.50 27.00 26.50 26.00 25.50 25.00 24.50 24.00 23.50 23.00 22.50 22.00 21.50 21.00 20.50 20.00 19.50 19.00 18.50 18.00 17.50 17.00 16.50 16.00 15.50 15.00 14.50 14.00 13.50 13.00 12.50 12.00 11.50 11.00 10.50 10.00 9.50 9.00 8.50 8.00 7.50 7.00 6.50 6.00 5.50 5.00 4.50 4.00 3.50 3.00 2.50 2.00 1.50 1.00 0.50 0.00

APPROXIMATE LIMIT OF CORRECTION
 DEPTH TO BE DETERMINED BY S.C.
 TO BE MADE AT TIME OF CONSTRUCTION
 CORRECTION DATA WIDTH 80 FT
 CORRECTION DATA WIDTH 11 FT

55.910 - Emergency Spillway

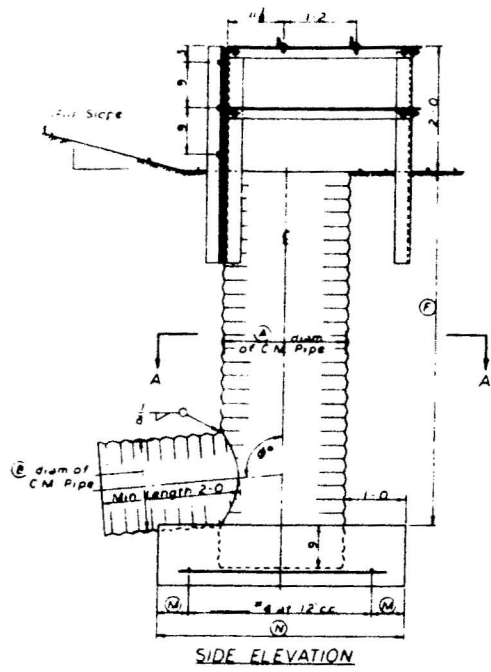
93.00

CONDUIT 24" DIA

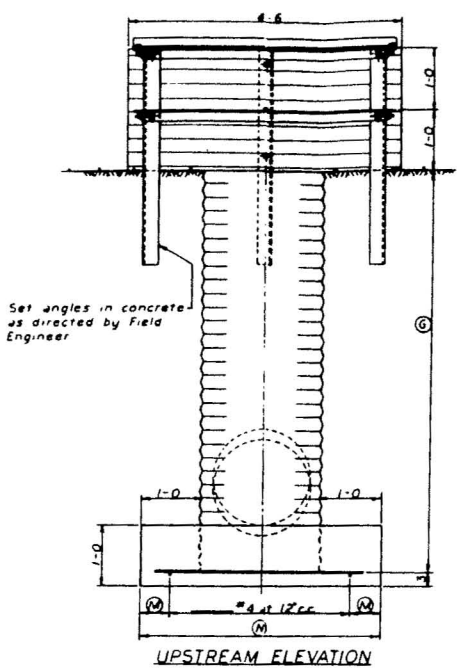


Actual Elevations Acc. in Blue

Notes: Dimensions shown are along centerline of structure. All dimensions are in feet and decimals thereof.

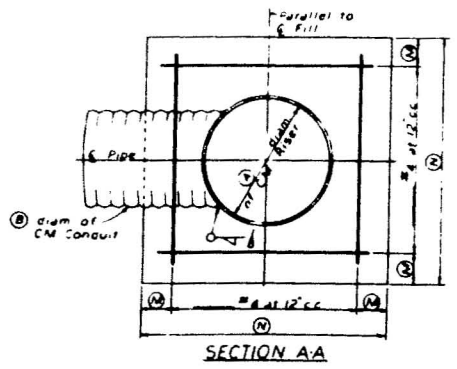


SIDE ELEVATION

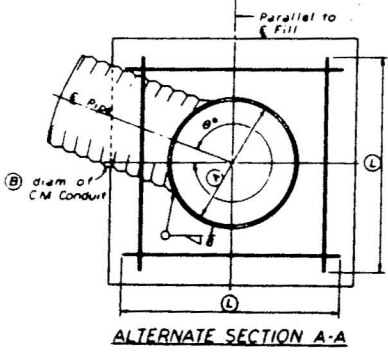


UPSTREAM ELEVATION

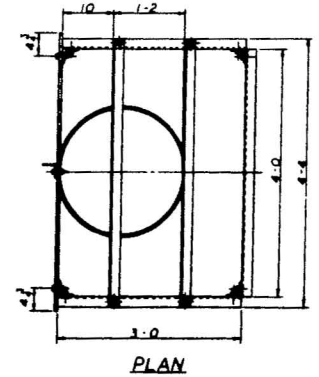
Set angles in concrete as directed by Field Engineer



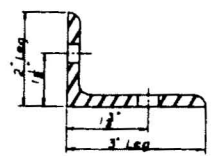
SECTION A-A



ALTERNATE SECTION A-A



PLAN



ANGLE GAGE

TABLE SHOWING DIMENSIONS AND MATERIALS

		DIMENSIONS
(A)	(B)	2.0
(C)	(D)	1.2
(E)	(F)	1.2
(G)	(H)	1.2
(I)	(J)	1.2
Thickness of (A) Diam Riser in Inches		1/2 in. 0.0747
Thickness of (B) Diam Conduit in Inches		1/4 in. 0.0595
Angle in Degree		45°
Slope of (B) Diam Conduit in Ft./ft.		0.327
MATERIAL ITEMS		
3" x 3" x 1/2" Angle - 3'-0" Long (Vertical) - Posts		3
2" x 2" x 1/2" Angle - 3'-0" Long - Sides		4
2" x 2" x 1/2" Angle - 4'-0" Long - Front		2
2" x 2" x 1/2" Angle - 4'-0" Long - Top		2
2'-0" x 4'-6" C.M. Sheet - 0.6" Thick		1
1/2" x 1 1/4" Machine Bolts		25
1/2" Split Lockwashers		25
1/2" Nuts		25
#4 Steel Reinforcing Bars in Pounds		16.7
Volume of Concrete in Cubic Yards		0.6

NOTES

1. Table dimensions optional - Must be filled out unless other sheets in plans contain the necessary information.
2. (C) Maximum is calculated for uplift only with the indicated base.

ILLINOIS DESIGN SECTION

Engineering Approval	Cartographic Approval
Designed By	Drawn By
Checked By	Reviewed By
Date	

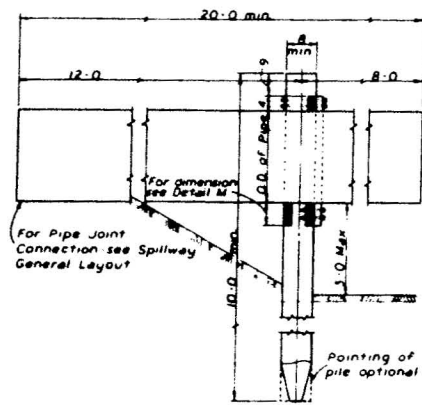
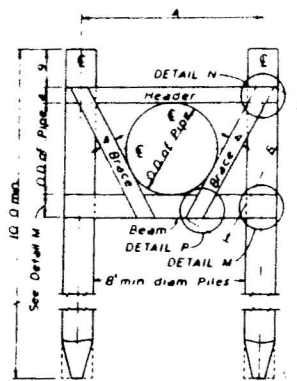
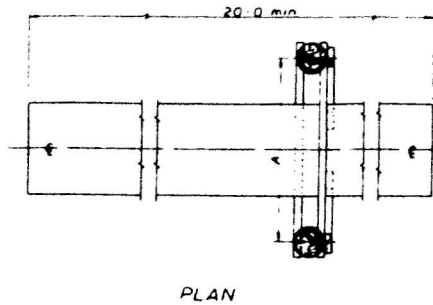
RISER DIAM	CONDUIT DIAM	(C) MAXIMUM	(D)	(E)	REINFORCING BARS NO	(F) TOT. WT	VOLUME OF CONCRETE
18"	8" & 10"	None	3"	3'-6"	8	33.3 Pounds	0.5 Cu.Ye
18"	12" & 15"	None	3"	3'-6"	8	33.3 Pounds	0.5 Cu.Ye
24"	15"	None	4"	4'-0"	8	33.3 Pounds	0.6 Cu.Ye

NOT TO SCALE

DETAILS OF CORRUGATED METAL PIPE VERTICAL INLET WITH GUARDS FOR 18" AND 24" RISERS

J. M. ...
U. S. DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

Bl. ...
-3-



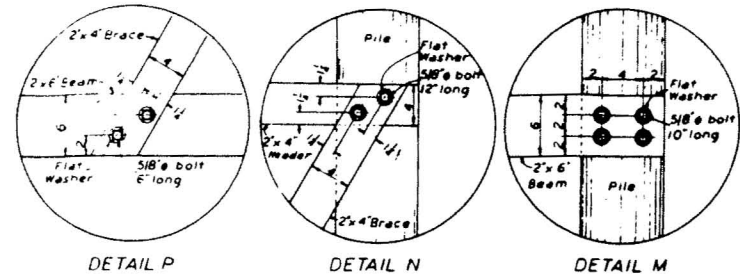
SECTION ON CENTERLINE OF PIPE

NOT TO SCALE

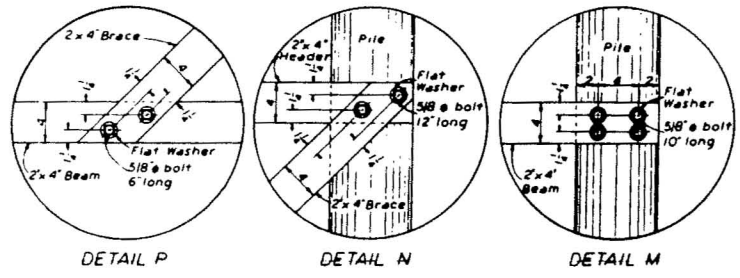
ELEVATION

-NOTES-

- 1 Piles shall be 8" diameter
- 2 All wood shall be pressure treated
- 3 Piles shall be notched as shown
- 4 All nuts, bolts and washers shall be galvanized
- 5 Structure is symmetrical about the centerline
- 6 All bracing shall be unfinished lumber able to withstand a minimum of 1450 pounds per square inch flexure stress and 120 pounds per square inch horizontal shear stress
- 7 Bracing shall be placed and bolted tangent to the pipe



DETAILS M,N AND P FOR 21" AND 24" PIPES



DETAILS M,N AND P FOR 8" THROUGH 18" PIPES

TABLE OF DIMENSIONS

PIPE DIAMETER	INCHES	8	10	12	15	18	21	24
A	FEET	3-0	3-0	3-0	3-0	4-0	4-0	4-0
B	FEET	2-3	2-4	2-5	2-6	3-3	3-4	3-5

PIPE DIAMETER in INCHES		8	10	12	15	18	21	24
ITEM	SIZE	QUANTITY	Length of Item for each Pipe Diameter					
PILES	8" diam	2	10-0	10-0	10-0	10-0	10-0	10-0
HEADER	2"x 4"	1	3-8"	3-8"	3-8"	3-8"	4-8"	4-8"
BEAMS	2"x 4"	2	3-8"	3-8"	3-8"	3-8"	4-8"	4-8"
BEAMS	2"x 6"	2					4-8"	4-8"
BRACES	2"x 4"	2	2-3"	2-4"	2-5"	2-6"	3-3"	3-5"
BOLTS w/NUTS	5/8" diam	4	6"	6"	6"	6"	6"	6"
BOLTS w/NUTS	5/8" diam	8	10"	10"	10"	10"	10"	10"
BOLTS w/NUTS	5/8" diam	4	12"	12"	12"	12"	12"	12"
WASHERS, Flat	5/8"	32						

TIMBER SUPPORT - PROPPED OUTLET FOR 8" THROUGH 24" DIAMETER METAL PIPE

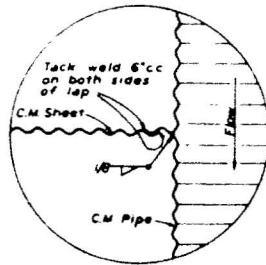
U. S. DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

Design: _____ Date: _____
 Drawn: _____
 Checked: _____
 Approved: _____

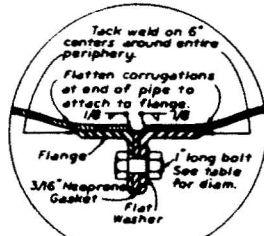
ILLINOIS DESIGN SECTION

Engineering Approval: _____
 Checked By: E.C. WELLS
 Checked By: E.E. SHERADEN
 Date: 12/17/55

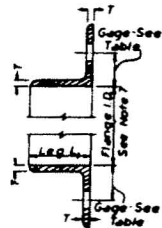
Drawn By: _____
 Checked By: _____
 Date: _____



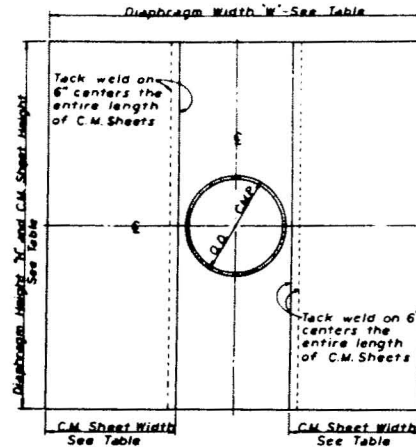
DETAIL A



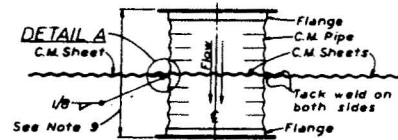
DETAIL B



FLANGE CROSS SECTION



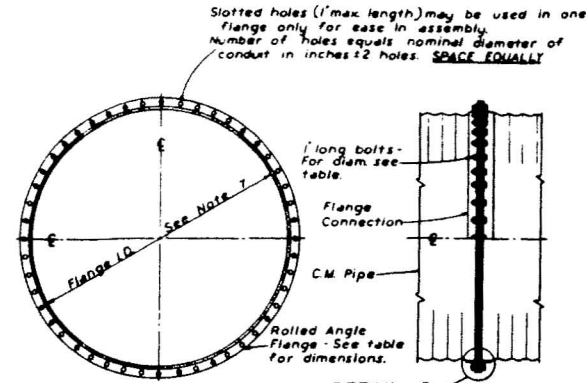
FRONT ELEVATION



DETAIL A

TOP ELEVATION

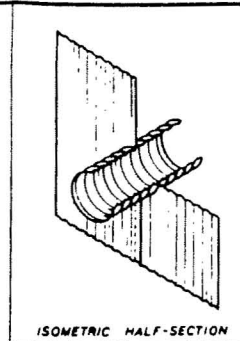
DETAILS OF DIAPHRAGM



ELEVATION

HALF-SECTION

DETAILS OF FLANGE CONNECTION



ISOMETRIC HALF-SECTION

- NOTES:
- See spillway general layout drawing for:
 - Location and spacing of diaphragms and or flange connection.
 - Spillway material, pipe gauge and coatings.
 - All nuts, bolts and washers shall be American Standard Regular galvanized, cadmium plated, aluminum alloy or stainless steel.
 - Rollled angle flange shall be butt welded. Grind the gasket side of flange weld flush to make a smooth seat.
 - After welding, damaged zinc coating shall be repaired as follows:
 - Thoroughly clean the damaged areas with a wire brush.
 - Paint the damaged areas with two coats of zinc oxide zinc dust paint.
 - Entire spillway shall be of similar material to avoid electrolytic action.
 - The external diameter of the flattened end of the pipe shall be no greater than the largest external diameter of the regular pipe.
 - The internal diameter of the flange shall be no greater than 1/8 inch larger than the external diameter of the flattened end of the pipe.
 - Structure is symmetrical about centerline.
 - Length of pipe to which diaphragm is attached must be at least 2 feet long.
 - The diameter of the hole cut in the diaphragm shall be no greater than 1/4 inch larger than the outside diameter of the pipe to which it is attached.
 - Welded joint between diaphragm and pipe must be watertight.
 - Washers shall be used on bolts to be inserted in slots.
 - Aluminum corrugated metal sheets, when used, will be a thickness equivalent to Manufacturers Standard Steel Gauges shown in the notes and table.

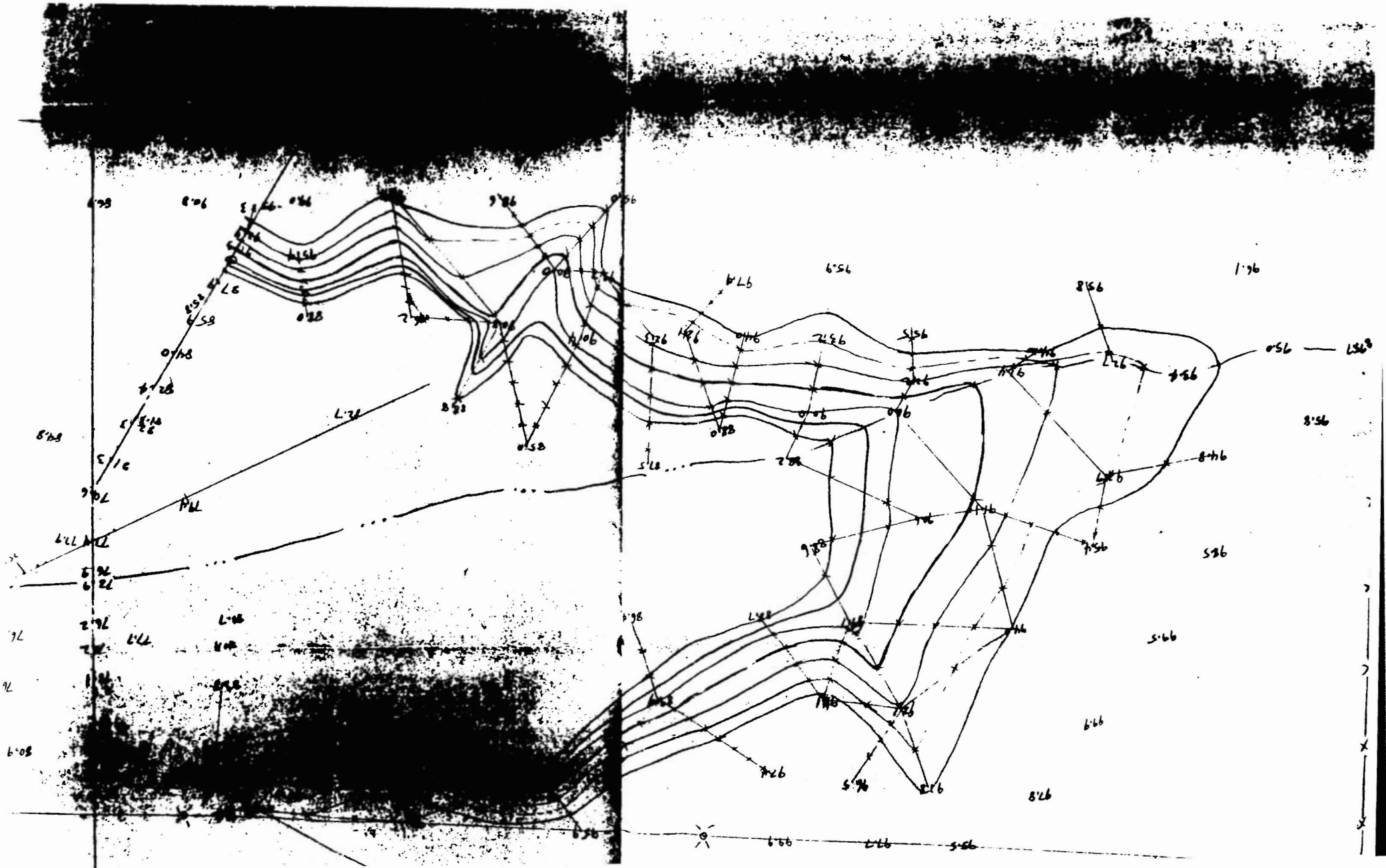
TABLE OF DIMENSIONS FOR DIAPHRAGMS AND FLANGES

PIPE DIAMETER	INCHES	8	10	12	15	18		
		FEET	4-1/2	4-1/2	6-1/2	6-1/2	6-1/2	
DIAPHRAGM	WIDTH "W"	FEET	4-0	4-0	5-0	5-0	6-0	
DIAPHRAGM	C.M. Sheets	NUMBER	EACH	2	2	3	3	3
		WIDTH	FEET	2-1/2	2-1/2	2-1/2	2-1/2	2-1/2
		HEIGHT	FEET	4-0	4-0	5-0	5-0	6-0
		THICKNESS	GAUGE	16	16	16	16	16
FLANGE	ANGLE THICKNESS "T"	INCHES	1/8	1/8	3/16	3/16	3/16	
	ANGLE LEGS "L"	INCHES	1/4	1/4	1/2	1-3/4	1-3/4	
	ANGLE GAGE 3/16" TOL.	INCHES	3/4	3/4	1/2	1	1	
	BOLT HOLE SIZE	INCHES	3/8	3/8	1/2	1/2	1/2	
	BOLT DIAMETER	INCHES	5/16	3/16	3/8	3/8	3/8	

NOT TO SCALE

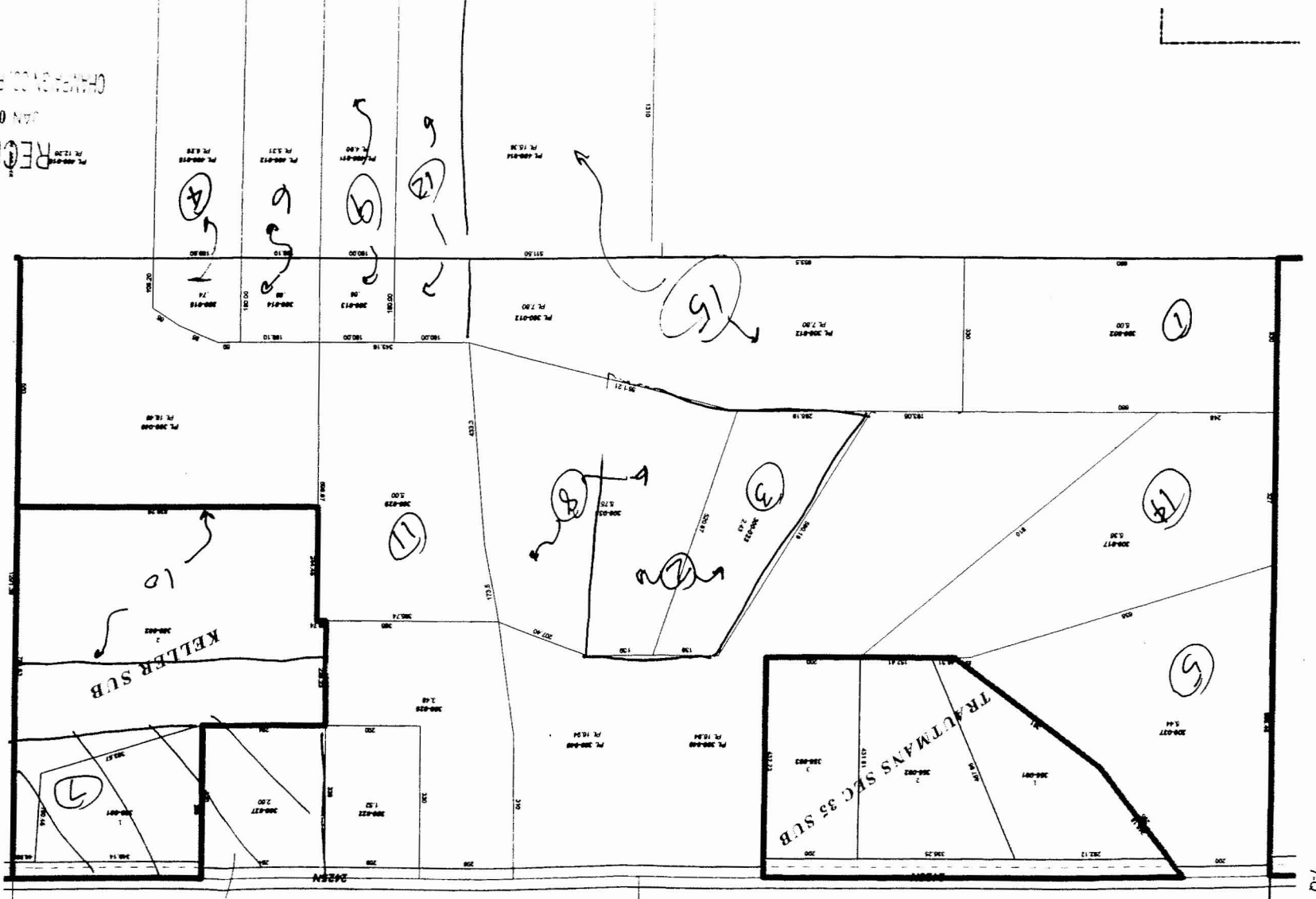
KLING'S DESIGN SECTION	
Engineering Approval	Cartographic Approval
Drawn By	J. A. BRANT
Checked By	Standard Eng. Co.
Scale	5" E-22, E68
Date	10-65

DIAPHRAGM AND BOLTED FLANGE END CONNECTION FOR 8" THROUGH 18" ANNULAR CORRUGATED METAL PIPE	
U.S. DEPARTMENT OF AGRICULTURE SOIL CONSERVATION SERVICE	
Project No.	Sheet No.
Scale	Date
Drawn By	Checked By
Approved By	Special Agent in Charge



EXHIBIT

TRACT REFERENCE



7-35G

7-0

These Casselton Tax Maps are
 compiled for assessment and are
 shown for the foregoing purposes
 and does not represent a survey
 method mapping by aerial method.



RECEIVED

JAN 07 2009

CHANGEN CO. P & DEPARTMENT

① ← RATTIUM TRACT REFERENCE #

SCHEDULE "B" Number → 11

TRUSTEE'S DEED

REVENUE DEPT. OF REVENUE
STATE OF ILLINOIS
71R9201

The above space for recorder's use only

THIS INDENTURE, made this 14th day of July, 1971, between THE COMMERCIAL BANK OF CHAMPAIGN, a corporation of Illinois, as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said company in pursuance of a trust agreement dated the 16th day of June, 1971, and known as Trust Number 43-147, party of the first part, and ERNEST E. KEITH and MARIAN A. KEITH, not as tenants in common but as joint tenants with right of survivorship party of the second part.

WITNESSETH, That said party of the first part, in consideration of the sum of ----- TEN ----- DOLLARS, and other good and valuable considerations in hand paid, does hereby grant, sell and convey unto said party of the second part, the following described real estate, situated in County, Illinois, to-wit:

The West 660 feet of the South 330 feet of the South Half of the Southwest Quarter of Section 35, Township 21 North, Range 7 East of the Third Principal Meridian, in Champaign County, Illinois, containing 5 acres, together with an appurtenant, non-exclusive, driveway easement for access to said premises over the West 20 feet of that part of the South Half of the Southwest Quarter of said Section 35 lying North of said premises, said easement to terminate when any public road is available for access to said premises;

RESTRICTIVE COVENANTS: Grantees covenant that the premises shall not be used as a public camp ground and the use of the premises conveyed shall be restricted to not more than four (4) residential dwellings, together with accessory outbuildings that are incidental to residential or agricultural use of the premises. No house trailers or similar pre-constructed structures shall be moved upon the premises and occupied as a permanent residence. This covenant shall run with title to the

together with the tenements and appurtenances thereunto belonging.

TO HAVE AND TO HOLD the same unto said party of the second part, and to the proper use, benefit and behoof forever of said party of the second part

*RESTRICTIVE COVENANTS Continued: premises conveyed for the benefit only of adjacent property in the S 1/2 of the SW 1/4 of said Section 35. Grantees further covenant for themselves and their successors in title that they, jointly with the other persons having use of said driveway easement area, shall share in the costs of maintaining the same.

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said trustee by the terms of said deed or deeds in trust delivered to said trustee in pursuance of the trust agreement above mentioned. This deed is made subject to the lien of every trust deed or mortgage (if any there be) of record in said county given to secure the payment of money, and remaining unreleased at the date of the delivery hereof.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused the same to be signed to these presents by its Trust Officer and attested to by its Cashier, the day and year first above written.

THE COMMERCIAL BANK OF CHAMPAIGN As Trustee as aforesaid

By Stephen Kotok TRUST OFFICER
Attest Paul Scott Cashier

COUNTY OF CHAMPAIGN
STATE OF ILLINOIS

I, BERTHA MYLER, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT STEPHEN KOTOK Trust Officer of THE COMMERCIAL BANK OF CHAMPAIGN, and PAUL SCOTT, Cashier

of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Cashier, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes therein set forth, and the said Paul Scott did also then and there acknowledge that said Stephen Kotok is the Trust Officer of the corporate seal of said Company, did affix the said corporate seal of said Company to said instrument as said Stephen Kotok own free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

Given under my hand and Notary Seal this 14th day of July 1971

Notary Public

NAME

FOR INFORMATION ONLY
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

RECEIVED
JAN 07 2009
CHAMPAIGN CO. P & Z DEPARTMENT

Champaign Revenue Reviewing Unit (11/11/71) for space 5111

Document Number

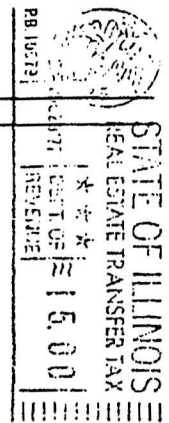
2

10, 11, 12

0 3 9 2 4 7

TRUSTEE'S DEED

THIS INDENTURE, made this 26th day of July, 1977, between THE CHAMPAIGN NATIONAL BANK, a corporation of Illinois, as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said company in pursuance of a trust agreement dated the 22nd day of October 1974, and known as Trust Number 032-621-005 party of the first part, and TERRY RAY DES JARDINS and JANE SUSAN DES JARDINS, husband and wife, not as tenants in common but as joint tenants, party of the second part.



WITNESSETH, That said party of the first part, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations in hand paid, does hereby grant, sell and convey unto said party of the second part, the following described real estate, situated in Champaign County, Illinois, to-wit:

Commencing on the West Line of Section 35, Township 21 North, Range 7 East of the Third Principal Meridian, 330.0 feet north of the Southwest Corner of said Section, running thence east 660.0 feet parallel with the South Line of said Section, and thence 2°41'42" to the left 193.05 feet to a true point of beginning; thence easterly 286.19 feet on an extension of the last mentioned course, thence 20°37' to the right 314.0 feet, thence 108°06'18" to the left 594.35 feet, thence 89°57'30" to the left 278.0 feet, and thence 60°18'30" to the left 590.19 feet to the point of beginning, encompassing approximately 5.26 acres in the South one-half of the Southwest Quarter of said Section, situated in the County of Champaign and State of Illinois.

Also a nonexclusive easement appurtenant to said tract for the purpose of constructing, reconstructing and maintaining a driveway and electrical power and utility lines and necessary appurtenances for access to and from and for utility services to said premises over a strip described as the West 60 feet of the South half of the Southwest Quarter of said Section 35 except the South 330 feet thereof and over a 60 foot wide strip lying adjacent to and North of a line described as follows: Commencing at a point on the West line of said Section 35 which point is 330 feet North of the Southwest Corner of said Section, thence East parallel with the South line of said Section a distance of 660 feet, thence North 87°28' East 193.05 feet to the Southwest corner of the premises hereby conveyed; Also, a non-exclusive easement appurtenant to said tract in and over the surface of the entire pond and the banks of said pond, a portion of which lies within the premises herein conveyed for the purpose of using the same for recreational purposes and for the maintenance of said pond.

TO HAVE AND TO HOLD the same unto said party of the second part, and to the proper use, benefit and behoof forever of said party of the second part.

This conveyance is made subject only to the lien of current general taxes, existing fence line encroachments, if any, any existing easements of record, and the covenants and restrictions hereinafter provided for. This conveyance reserves to Grantor and Grantor's assigns and successor's

CHAMPAIGN CO. ILL. P & ZONE

RECEIVED
JAN 07 2009

in title an easement appurtenant to the South Half of the Southwest Quarter of said Section 35 for the purpose of ingress and egress over the South 60 feet of even width of the tract to be conveyed to Second Party, and for the installation and maintenance of utility lines and further, an easement is reserved over that portion of the pond within the tract herein conveyed to Second Party for the benefit of other property owners in the said South Half of the Southwest Quarter of said Section 35 for the purpose of stocking, maintaining, reconstructing and improving the existing pond and the banks of said pond for recreational purposes.

The premises herein conveyed shall be subject to the following covenants, restrictions and conditions which shall be deemed to be appurtenant and run with title to the tract herein conveyed for the benefit of the remaining land in the South Half of the Southwest Quarter of Section 35, and may be amended only with written consent of all owners of said benefitted area:

The premises herein conveyed shall be used only for agricultural purposes or as a site for single family residences and uses incidental thereto;

No basement or garage shall be occupied as a residence and no residence shall be occupied until completed;

No building shall be constructed nearer than 50 feet to any property line;

All dwellings shall be constructed from designs of a professional architect and shall contain a minimum of 1700 square feet of living area exclusive of open porches, breezeways, garages and basements;

All utility lines and gas tanks shall be buried underground--no utility poles;

No trailers, machinery, junk, or building materials shall be stored in the open;

All septic fields shall meet with standards recommended by the Manual of Septic Tank Practice of the United States Department of Health, Education and Welfare;

No garbage shall be burned except in covered incinerators;

All out buildings, stables and storage buildings shall be constructed of the same material, or similar to that used in the exterior construction of the dwelling, or all materials shall harmonize with the dwelling; and no prefabricated or modular homes or trailers shall be permitted;

Grantees, heirs, and assigns shall contribute to the cost of maintaining said driveway in proportion to their benefit;

The pond shall be used solely for recreational purposes and not for residential or commercial or agricultural use, except that the water from said pond may be used to control fire in an emergency;

The premises shall not be used as a public camp ground and no house trailers or similar preconstructed structures shall be moved upon the premises;

No structure shall be built within 50 feet of the shoreline of said pond, except a pier which shall not extend more than 15 feet from the shoreline in the pond, and such other structures as may be reasonably necessary to control the shoreline of said pond;

3

10, 11, 12

2403 0823
96R11852

1500
300
1800

TRUSTEE'S DEED

THIS INDENTURE, made this 10 day of May, 1996, between BANKILLINOIS TRUST COMPANY, a corporation of Illinois, as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said company in pursuance of a trust agreement dated the 22nd day of October, 1974, and known as Trust Number 032-621-005, GRANTOR, and ARMSTRONG CONSTRUCTION OF CHAMPAIGN, INC., GRANTEE;

DOC # _____
CHAMPAIGN COUNTY, ILL

'96 MAY 16 PM 3 04

Naomi D. Johnson

RECORDER

WITNESSETH, That the GRANTOR, in performance of said Trust and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is acknowledged, does hereby Sell and Convey to the GRANTEE, the following described real estate, situated in Champaign County, Illinois, to-wit:

Parcel 1:

Part of the South 1/2 of the Southwest 1/4 of Section 35, Township 21 North, Range 7 East of the Third Principal Meridian, Champaign County, Illinois, described as follows: Commencing on the West line of Section 35, Township 21 North, Range 7 East of the 3rd P.M., 330.0 feet north of the southwest corner of said Section, running thence east 660.0 feet parallel with the South line of said Section, and thence 2 degrees 41 minutes 42 seconds to the left 193.05 feet to a true point of beginning; thence easterly on an extension of the last mentioned course for a distance of 286.19 feet, thence 71 degrees 13 minutes 38 seconds to the left 520.67 feet, thence 106 degrees 13 minutes 10 seconds to the left 139.0 feet, thence 80 degrees 18 minutes 30 seconds to the left 590.19 feet to the point of beginning, situated in Champaign County, Illinois;

Parcel 2:

A nonexclusive easement appurtenant to said tract for the purpose of constructing, reconstructing and maintaining a driveway and electrical power and utility lines and necessary appurtenances for access to and from and for utility services to said premises over a strip described as the West 60



STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX

MAY 18 '96
DEPT. OF REVENUE
\$ 40.00

Champaign County
Real Estate Transfer Tax 30.00

RECEIVED

JAN 07 2009

CHAMPAIGN CO. P & Z DEPARTMENT

feet of the south half of the Southwest Quarter of said Section 35 except the south 330 feet thereof and over a 60 foot wide strip lying adjacent to and North of a line described as follows: Commencing at a point on the West line of said Section 35 which point is 330 feet North of the southwest Corner of said Section, thence East parallel with the south line of said Section a distance of 660 feet, thence North 87 degrees 28 minutes East 193.05 feet to the West line of Parcel 1.

Also, a non-exclusive easement appurtenant to said tract in and over the surface of the entire pond and the banks of said pond, a portion of which lies within the premises herein conveyed for the purpose of using the same for recreational purposes and for the maintenance of said pond.

TO HAVE AND TO HOLD the same unto said Grantee, and to the proper use, benefit and behoof forever of said Grantee.

This conveyance shall be subject only to matters herein set forth and the following:

- (a) Real estate taxes for the year 1996 and subsequent years;
- (b) Covenants, conditions, restrictions, easements, and encroachments, if any, apparent or of record;
- (c) All applicable zoning laws and ordinances.
- (d) Grantor reserves a non-exclusive easement appurtenant to the South Half of the Southwest Quarter of said Section 35 for the purpose of ingress and egress and for the installation and maintenance of utility lines, said easement to be over the South 60 feet of Parcel 1 conveyed to Grantee; and further, an easement is reserved over that portion of the pond within said tract conveyed to Grantee for the benefit of the property owners in the said South Half of the Southwest Quarter of said Section 35 for the purpose of stocking, maintaining, reconstructing and improving the existing pond and the banks of said pond for recreational purposes.
- (e) The premises herein conveyed shall be subject to the following covenants, restrictions and conditions which shall be deemed to be appurtenant and run with

2403 0825

title to the tract herein conveyed for the benefit of the remaining land in the South Half of the Southwest Quarter of Section 35;

The premises herein conveyed shall be used for only agricultural purposes or as a site for a single family residence and uses incidental thereto;

No basement or garage shall be occupied as a residence and no residence shall be occupied until completed;

No building shall be constructed nearer than 50 feet to any property line;

All dwellings shall be constructed from designs of a professional architect and shall contain a minimum of 1700 square feet of living area exclusive of open porches, breezeways, garages and basements;

All utility lines and gas tanks shall be buried underground--no utility poles;

No trailers, machinery, junk, or building materials shall be stored in the open;

All septic fields shall meet with standards recommended by the Manual of Septic Tank Practice of the United States Department of Health, Education and Welfare;

No garbage shall be burned except in covered incinerators;

All out buildings, stables and storage buildings shall be constructed of the same materials, or similar to that used in the exterior construction of the dwelling, or all materials shall harmonize with the dwelling; and no prefabricated or modular homes or trailers shall be permitted;

Grantees, heirs, and assigns shall contribute to the cost of maintaining said driveway in proportion to their benefit;

The pond shall be used solely for recreational purposes and not for residential or commercial or agricultural use, except that the water from said pond may be used to control fire in an emergency;

The premises shall not be used as a public camp ground and no house trailers or similar preconstructed structures shall be moved upon the premises;

No structure shall be built within 50 feet of the shore line of said pond, except a pier which shall not extend more than 15 feet from the shore line in the pond, and such other structures as may be reasonably necessary to control the shore line of said pond;

No animals, livestock or poultry, except household pets, shall be kept or maintained within 100 feet of the shoreline of said pond;

No power boats shall be use on said pond, and no person having privilege of using said pond shall have more than one boat on said pond at any one time, and no boat shall be permitted on said pond except the boats of persons having the easement to use said pond by virtue of ownership of property;

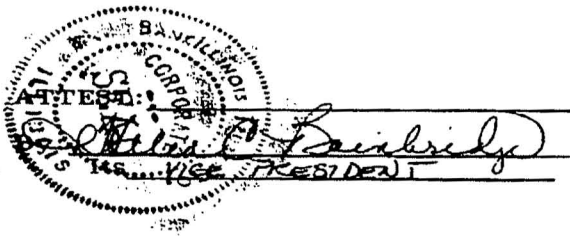
No pole lights or night lights shall be erected higher than ten feet above the ground.

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said trustee by the terms of said deed or deeds in trust delivered to said trustee in pursuance of the trust agreement above mentioned. This deed is made subject to the lien of every trust deed or deeds or mortgage (if any there be) of record in said county given to secure the payment of money, and remaining unreleased at the date of the delivery hereof.

IN WITNESS WHEREOF, the GRANTOR, not personally or individually but solely as Trustee as aforesaid, has caused its corporate seal to be hereto affixed and has caused its name to be signed to these presents by its duly authorized officers on the date appearing above.

BANKILLINOIS TRUST COMPANY
not personally or individually
but solely as Trustee aforesaid

BY: *[Signature]*



STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Sandra J. Moore its Vice President and John C. Bainbridge its Vice President, personally known to me to be the officers of BANKILLINOIS TRUST COMPANY, as above described, and personally known to me to be the same persons who executed the foregoing instrument as such officers of said Trust Company, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of BANKILLINOIS TRUST COMPANY, as Trustee as aforesaid, for the uses and purposes therein set forth.

Witness my hand and Notarial Seal this 15 day of May, 1996.

Jo Lynn Holm
Notary Public



Deed Prepared by:

Nolan C. Craver, Jr.
Middleton & Craver
210 N. Broadway, Box 905
Urbana, IL 61801

Return to:

Nolan C. Craver, Jr.
Middleton & Craver
210 N. Broadway, Box 905
Urbana, IL 61801

Future Tax Bills to:

Armstrong Construction of
Champaign, Inc.
705 Towanda Ave.
Normal, IL 61761

97593

2403 0828

PLAT ACT AFFIDAVIT

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

Paul Phillips, being duly sworn on oath, state(s) that the Affiant reside(s) at 705 TOWANDA Normal IL and that the attached deed is not in violation of 765 ILCS 205/1 for one of the following reasons:

- ① Said Act is not applicable as this is a sale or exchange of an entire tract of land not being a part of a larger tract of land. (Existing Parcel)
- 2. The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access.
- 3. The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access.
- 4. The sale or exchange of parcels of land between owners of adjoining and contiguous land.
- 5. The conveyance of parcels of land or interests therein or use as right of way for railroads or other public utility facilities, which does not involve any new streets or assessments of access.
- 6. The conveyance of land owned by railroad or other public utility which does not involve any new streets or easements of access.
- 7. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.
- 8. Conveyances made to correct descriptions in prior conveyances.
- 9. The sale or exchange of parcels or tracts of land existing on July 17, 1959, into no more than 2 parts and not involving any new streets or easements of access.
- 10. The sale of a single lot of less than 5 acres from a larger tract when a survey is made by a registered surveyor; provided, however, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973.

CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED DEED

AFFIANT(S) further state(s) that they make this affidavit for the purposes of inducing the Recorder of Champaign County, Illinois, to accept the attached deed for recording.

AFFIANT(S) further state(s) that to the best of his/her knowledge and belief, the attached deed does not violate the Subdivision Ordinance of any municipality.

Paul Phillips

Paul Phillips, Vice President
of Armstrong Construction of Champaign, Inc.
May, 1996.

SUBSCRIBED and SWORN to before me this 15th day of May, 1996.

Pamela Sue Hanshaw

OFFICIAL SEAL
PAMELA SUE HANSHAW
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3-7-99



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10, 11

TRUSTEE'S DEED

BOOK 1103 PAGE 532

The above space for recorder's use only

THIS INDENTURE, made this 27th day of July, 1976, between THE CHAMPAIGN NATIONAL BANK, a corporation of Illinois, as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said company in pursuance of a trust agreement dated the 22nd day of October, 1974, and known as Trust Number 032-621-005, party of the first part, and JOSEPH DAVID BIRCH and LEANN BIRCH, husband and wife,

party of the second part. WITNESSETH, That said party of the first part, in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable considerations in hand paid, does hereby grant, sell and convey unto said party of the second part, the following described real estate, situated in County, Illinois, to-wit:

SEE ATTACHED ALLONGE

RESTRICTIVE COVENANTS: Grantees covenant that utility lines shall be underground and that the premises shall not be used as a public camp ground and the use of the premises conveyed in Section 35 shall be restricted to agricultural uses or residential dwellings, no residence to be constructed on a lot containing less than 1.250 acres, together with accessory out-buildings that are incidental to residential or agricultural use of the premises. No house trailers or similar pre-constructed structures shall be moved upon the premises in Section 35 and occupied as a permanent residence. This covenant shall run with title to the premises conveyed for the benefit only of adjacent property in the South Half of the Southwest Quarter of said Section 35. Grantees further covenant for themselves and their successors in title that they, jointly with the other persons having use of said driveway easement area, shall share in the cost of maintaining the same.

together with the tenements and appurtenances thereunto belonging.

TO HAVE AND TO HOLD the same unto said party of the second part, and to the proper use, benefit and behoof forever of said party of the second part.

Subject to:

- (1) Real estate taxes for the year 1976 and subsequent years;
(2) Covenants, conditions, restrictions and easements apparent or of record;
(3) All applicable zoning laws and ordinances;
(4) An easement for the benefit of property owners to the West of said premises along the bottom of the bluff for ingress and egress to their premises.

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said trustee by the terms of said deed or deeds in trust delivered to said trustee in pursuance of the trust agreement above mentioned. This deed is made subject to the lien of every trust deed or mortgage (if any there be) of record in said county given to secure the payment of money, and remaining unpaid at the date of the delivery hereof.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused the same to be signed to these presents by its vice-president and attested to by its secretary, the day and year first above written.

THE CHAMPAIGN NATIONAL BANK As Trustee as aforesaid

By [Signature] VICE-PRESIDENT

Attest [Signature] SECRETARY

COUNTY OF CHAMPAIGN SS. STATE OF ILLINOIS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, THAT Jack L. Simpson Vice-President of THE CHAMPAIGN NATIONAL BANK, and John W. Corley Secretary of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President and Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes therein set forth; and the said Secretary did also then and there acknowledge that said Secretary, as custodian of the corporate seal of said Company, did affix the said corporate seal of said Company to said instrument as said Secretary's own free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 27th day of July, 1976

[Signature] Notary Public

NAME Prepared by: Nolan C. Craver, Jr., Attorney, Urbana, IL Send Tax Bill to: Mr. and Mrs. Joseph D. Birch,

FOR INFORMATION ONLY INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

CHAMPAIGN CO. REC'D DEPARTMENT

JAN 07 2009

RECEIVED

This space for affixing riders and revenue stamps

Send tax bill to Joseph & Leann Birch RR#2 Mansfield, IL 61854

Document Number

ALLONGE

BOOK 1103 PAGE 533

Beginning on the North Line of Section 2, Township 20 North, Range 7 East of the 3rd Principal Meridian, 839.2 feet East of the Northwest Corner of the Fractional East Half of said Section, running thence North 0°07' West 180 feet on an assumed bearing parallel with the West Line of said East Half, thence South 89°50' East 50 feet, thence South 66°10' East 85 feet, thence South 50°52' East 65 feet, thence South 3°53' East 105.2 feet to the said North Line of Section 2, thence South 0°07' East 1590 feet to the center of Sangamon River, thence north-westerly approximately 250 feet on the centerline of said River, and thence North 0°07' West 1418 feet to the place of beginning, encompassing approximately 7.00 acres in said Section 2 and in Section 35, Township 21 North, Range 7 East of the 3rd Principal Meridian, situated in the County of Champaign and the State of Illinois;

Also, an appurtenant, non-exclusive driveway easement for ingress and egress and access for public utilities to said premises hereinabove described over the West 60 feet of the South Half of the Southwest Quarter of said Section 35, except the South 330 feet thereof and over a 60 foot wide strip described as follows:

Beginning on the North Line of Section 2, Township 20 North, Range 7 East of the Third Principal Meridian 839.2 feet East of the Northwest Corner of the Fractional East Half of said Section, running thence North 0°07' West on an assumed bearing 180 feet parallel with the West line of said East Half for a place of beginning, which point is hereinafter referred to as Point "A", thence South 89°50' East 50 feet, thence South 66°10' East 85 feet, thence South 50°52' East 65 feet, thence South 3°53' East 105.2 feet to the said North Line of Section 2, which point is hereinafter referred to as Point "B", thence East on said North line of said Section 2, 60 feet, thence in a Northwesterly direction 60 feet distant from and parallel to the line from Point A to Point B to a point which is 60 feet North of and 0°07' East of Point A, thence North 89°50' West 488.1 feet, thence North 71°55' West 551.21 feet, thence South 87°28' West 479.24 feet, thence West parallel with the South line of said Section 35, 660 feet more or less to the West line of said Section 35, thence South 60 feet to a point 330 feet North of the Southwest Corner of said Section, thence East parallel with the South Line of said Section 35, 660 feet, thence North 87°28' East 479.24 feet, thence South 71°55' East 551.21 feet, thence South 89°50' East 488.1 feet parallel with said North Line to the place of beginning, said easement to terminate as to ingress and egress when any public road is available for access to said premises.

\$5.00 PAID

Return to
PHIPPS & EVANS
Attorneys at Law
44 Main St., P. O. Box 1117
Champaign, IL 61820

STATE OF ILLINOIS }
CHAMPAIGN COUNTY } SS
Filed for record in the Recorder's Office
of said county.
JAN 5 - 1977 - 3:50 PM
Rec'd in Book 1103
of Record on Page 533
R. East & Martin
Recorder of Deeds

77R 363

5

RECEIVED

10, 11, 12

JAN 07 2009

CHAMPAIGN CO. P & Z DEPARTMENT

1400
300
1700

The above space for recorder's use only

TRUSTEE'S DEED

THIS INDENTURE, made May 27 19 93 between CHAMPAIGN NATIONAL BANK, Champaign, Illinois, not personally or individually, but solely as Trustee under Trust Account dated October 22, 1974, known as Trust Account Number 032-621-005

KEVIN L. HUNSINGER and TRESA L. HUNSINGER, GRANTOR, and of the City of Urbana, GRANTEE S

WITNESSETH, That the GRANTOR, in performance of said trust and in consideration of the sum of FIFTY THOUSAND DOLLARS (\$ 50,000.00)

DOLLARS, the receipt of which is acknowledged, does hereby Sell and Convey to the GRANTEE S, the following described real estate situated in Champaign County, Illinois, to-wit:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION AND RESTRICTIVE COVENANTS.

CHAMPAIGN COUNTY

JUL - 7 1993

STAMPS 25.00

RECORDER
Debra A. Lawrence
1993 JUL 7 PM 3 33
1926 0077
CHAMPAIGN COUNTY, ILL
DOC #
93 R 18350

together with the tenements and appurtenances thereto belonging and the rents, income, issues, and profits thereof, and all the estate, right, title, and interest, whatsoever, at law or in equity, of the GRANTOR in and to said premises.

The trust above described is in full force and effect at the date hereof, the GRANTOR is the Trustee thereunder, and this Deed is executed pursuant to and in exercise of the power and authority vested in the GRANTOR as such Trustee.

IN WITNESS WHEREOF, the GRANTOR, not personally or individually but solely as Trustee as aforesaid, has caused its corporate seal to be hereto affixed and has caused its name to be signed to these presents by its duly authorized officers on the date appearing above.

ATTEST
By Debra A. Lawrence
US Notary Public
STATE OF ILLINOIS
COUNTY OF CHAMPAIGN

CHAMPAIGN NATIONAL BANK
not personally or individually but solely as Trustee as aforesaid.

By Debra A. Lawrence
US Trust President & Trust Officer



STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
JUL - 7 '93
DEPT. OF REVENUE
\$ 50.00

Delores A. Wilson a NOTARY PUBLIC in and for said County and State, certify that Debra A. Lawrence and Sandra J. Moore personally known to me to be officers of CHAMPAIGN NATIONAL BANK, as above described, and personally known to me to be the same persons who executed the foregoing instrument as such officers of said Bank, appeared before me this day in person and acknowledged that they signed, affixed the corporate seal to, and delivered this instrument as their free and voluntary act, and as the free and voluntary act of said CHAMPAIGN NATIONAL BANK, as Trustee as aforesaid, for the uses and purposes therein set forth.

Witness my hand and Notarial Seal this 27th day of May 19 93

Delores A. Wilson
Notary Public

Prepared by: Nolan Eraven
PO 905
Urbana, IL 61801
Return to: Carl Webber
PO Box 189
Urbana, IL 61801



Mail Tax) Name Kevin L. & Tresa L. Hunsinger
Statements To) Address 2115 Zuyke, Urbana, IL 61801

PARCEL I

A tract of ground being a part of the Southwest Quarter of the Southwest Quarter of Section 35, Township 21 North, Range 7 East of the Third Principal Meridian, the boundary of which is described as follows:

Beginning at the Northwest corner of the Southwest Quarter of the Southwest Quarter of Section 35, Township 21 North, Range 7 East of the Third Principal Meridian, proceed on an assumed bearing of South 00° 26' 00" East 666.46 feet along the West line of the Southwest Quarter of the Southwest Quarter of said Section 35 to an iron pipe monument being 657.00 feet North of the Southwest corner of said Section 35; thence North 72° 00' 30" East 635 feet along the North line of a previously conveyed 5.36 acre tract; thence South 89° 40' 44" East 32 feet along the North line of said 5.36 acre tract; thence North 52° 47' 38" West 361 feet; thence North 31° 18' 19" West 295.00 feet to the North line of the Southwest Quarter of said Section 35; thence South 90° 00' 00" West 200.00 feet along said North line to the point of beginning, in Champaign County, Illinois.

PARCEL II

ALSO, a non-exclusive easement appurtenant to said tract in and over the surface of the entire pond and the banks of said pond, a portion of which lies within the premises herein conveyed for the purpose of using the same for recreational purposes and for the maintenance of said pond, the pond being on tracts including,*

This conveyance reserves to Grantor and Grantor's assigns and successor's in title an easement appurtenant to the South Half of the Southwest Quarter of said Section 35 for the purpose of ingress and egress over the West 60 feet of the tract conveyed to Grantees and for the installation and maintenance of utility lines and further an easement is reserved over that portion of the pond within the tract herein conveyed to Grantees for the benefit of other property owners in the South Half of the Southwest Quarter of said Section 35 for the purpose of stocking, maintaining, reconstructing and improving the existing pond and the banks of said pond for recreational purposes.

The premises herein conveyed shall be subject to the following covenants, restrictions and conditions which shall be deemed to be appurtenant and run with title to the tract herein conveyed for the benefit of the remaining land in the South Half of the Southwest Quarter of Section 35, and may be amended only with written consent of all owners of said benefited area:

EXHIBIT "A" Page 1

*but not limited to adjoining tracts owned by grantor and tracts which are listed and referenced on Exhibit 1 attached hereto and by this reference made a part hereof.

The premises herein conveyed shall be subject to the following covenants, restrictions and conditions which shall be deemed to be appurtenant and run with title to the tract herein conveyed for the benefit of the remaining land in the South Half of the Southwest Quarter of Section 35;

The premises herein conveyed shall be used only for agricultural purposes or as a site for not more than one single family residence and uses incidental thereto; and said tract shall not be further subdivided for additional building sites;

No basement or garage shall be occupied as a residence and no residence shall be occupied until completed;

No building shall be constructed nearer than 50 feet to any property line;

All dwellings shall be constructed from designs of a professional architect and shall contain a minimum of 1700 square feet of living area exclusive of open porches, breezeways, garages and basements;

All utility lines and gas tanks shall be buried underground--no utility poles;

No trailers, machinery, junk, or building materials shall be stores in the open;

All septic fields shall meet with standards recommended by the Manual of Septic Tank Practice of the United States Department of Health, Education and Welfare;

No garbage shall be burned except in covered incinerators.

All outbuildings, stables, storage buildings shall be constructed of the same material, or similar to that used in the exterior construction of the dwelling, or all materials shall harmonize with the dwelling; and no prefabricated or modular homes or trailers shall be permitted;

Grantees, their heirs, and assigns shall contribute to the cost of maintaining said driveway in proportion to their benefit;

The pond shall be used solely for recreational purposes and not for residential or commercial or agricultural use, except that the water from said pond may be used to control fire in an emergency;

The premises shall not be used as a public campground and no house trailers or similar preconstructed structures shall be moved upon the premises;

No structure shall be built within 50 feet of the shoreline of said pond, except a pier which shall not extend more than 15 feet from the shoreline in the pond, and such other structures as may be reasonably necessary to control the shoreline of said pond;

No animals, livestock or poultry, except household pets, shall be kept or maintained within 100 feet of the shoreline of said pond;

No power boats shall be used on said pond, and no person having privilege of using said pond shall have more than one boat on said pond at any one time, and no boat shall be permitted on said pond except the boats of persons having the easement to use said pond by virtue of ownership of property;

No pole lights or night lights shall be erected higher than ten feet above the ground;

These restrictions may be enforced by specific performance in equity or by action for damages.

1'926' 0081

EXHIBIT 1

A parcel described as follows:

Beginning on the West Line of Section 35, Township 21 North, Range 7 East of the Third Principal Meridian, 330.0 feet North of the Southwest Corner of said Section, running thence East 248.0 feet parallel with the South line of said Section, thence $39^{\circ} 43'$ to the left 810.0 feet, thence $140^{\circ} 15' 30''$ to the left 265.0 feet, thence $17^{\circ} 45'$ to the left 635.0 feet, and thence South 327.0 feet on said West Line to the point of beginning, encompassing 5.36 acres, more or less, in the Southwest Quarter of the Southwest Quarter of said Section situated in the County of Champaign and State of Illinois;

which was deeded by grantor herein on May 1, 1975 to Craig E. Helmick and Sandra C. Helmick in a deed recorded in book 1162 at page 138 as document number 78R14082, in which document grantor reserves an easement for the portion of the pond within said tract, and

A parcel described as follows:

Commencing on the West Line of Section 35, Township 21 North, Range 7 East of the Third Principal Meridian, 330.0 feet north of the Southwest Corner of said Section, running thence east 660.0 feet parallel with the South Line of said Section, and thence $2^{\circ}41'42''$ to the left 193.05 feet to a true point of beginning; thence easterly 286.19 feet on an extension of the last mentioned course, thence $20^{\circ}37'$ to the right 314.0 feet, thence $108^{\circ}06'18''$ to the left 594.35 feet, thence $89^{\circ}57'30''$ to the left 278.0 feet, and thence $60^{\circ}18'30''$ to the left 590.19 feet to the point of beginning, encompassing approximately 5.26 acres in the South one-half of the Southwest Quarter of said Section, situated in the County of Champaign and State of Illinois.

which was deeded by grantor herein on July 26, 1977 to Terry Ray Des Jardins and Jane Susan Des Jardins in a deed recorded in book 1125 at page 317 as document number 77R16527, in which document grantor reserves an easement for the portion of the pond within said tract.

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The above space for recorder's use only

CHAMPAIGN CO. P & Z DEPARTMENT

JAN 07 2009

RECEIVED

Stamp reference and index (upside down)

THIS INDENTURE, made this 16th day of June, 1976, between THE CHAMPAIGN NATIONAL BANK, a corporation of Illinois, as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said company in pursuance of a trust agreement dated the 22nd day of October, 1974, and known as Trust Number 032-621-005 party of the first part, and CHIN KIM and BOK-LIM C. KIM, husband and wife, not as tenants in common but as joint tenants, party of the second part.

WITNESSETH, That said party of the first part, in consideration of the sum of TEN and no/100----- DOLLARS, and other good and valuable considerations in hand paid, does hereby grant, sell and convey unto said party of the second part, the following described real estate, situated in Champaign County, Illinois, to-wit:

SEE ATTACHED ALLONGE RESTRICTIVE COVENANTS: Grantees covenant that utility lines shall be underground and that the premises shall not be used as a public camp ground and the use of the premises conveyed in Section 35 shall be restricted to agricultural uses or residential dwellings, no residence to be constructed on a lot containing less than 1.250 acres together with accessory out-buildings that are incidental to residential or agricultural use of the premises. No house trailers or similar pre-constructed structures shall be moved upon the premises in Section 35 and occupied as a permanent residence. This covenant shall run with title to the premises conveyed for the benefit only of adjacent property in the South Half of the Southwest Quarter of said Section 35. Grantees further covenant for themselves and their successors in title that they, jointly with the other persons having use of said driveway easement area, shall share in the cost of maintaining the same.

together with the tenements and appurtenances therunto belonging.

TO HAVE AND TO HOLD the same unto said party of the second part, and to the proper use, benefit and behoof forever of said party of the second part.

Subject to an easement for the benefit of property owners to the West of said premises along the bottom of the bluff for ingress and egress to their premises.

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said trustee by the terms of said deed or deeds in trust delivered to said trustee in pursuance of the trust agreement above mentioned. This deed is made subject to the lien of every trust deed or mortgage (if any there be) of record in said county given to secure the payment of money, and remaining unreleased at the date of the delivery hereof.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused the same to be signed to these presents by its vice-president and attested to by its secretary, the day and year first above written.

THE CHAMPAIGN NATIONAL BANK As Trustee as aforesaid

By [Signature] VICE-PRESIDENT

Attest [Signature] SECRETARY

COUNTY OF CHAMPAIGN, SS. STATE OF ILLINOIS

I, the undersigned a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT Vice-President of THE CHAMPAIGN NATIONAL BANK, and

Secretary of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President and Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes therein set forth; and the said Secretary did also then and there acknowledge that said Secretary, as custodian of the corporate seal of said Company, did affix the said corporate seal of said Company to said instrument as said Secretary's own free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 16th day of June, 1976

[Signature] Notary Public

NAME Prepared by Nolan C. Craver, Jr. Attorney at Law, 210 N. Broadway Urbana, Ill. 61801

FOR INFORMATION ONLY INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

CHIN KIM 112 LINCOLNSHIRE DR., CHAMPAIGN, ILL. 61821

CNB 38-SHC

SEND TAX BILL TO: Mr. and Mrs. Chin Kim

ALLONGE

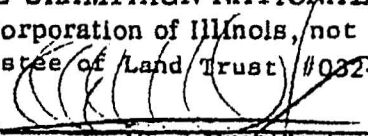
BOOK 1085 PAGE 182

A tract described as beginning on the North line of Section 2, Township 20 North, Range 7 East of the Third Principal Meridian, 671.1 feet East of the Northwest corner of the fractional East Half of said Section, running thence North 0°07' West on an assumed bearing 180 feet parallel with the West line of said East Half, thence South 89°50' East 168.1 feet parallel with said North line, thence South 0°07' East 1598 feet more or less to the center of the Sangamon River, thence Westerly approximately 168.1 feet on the center line of said River to a point which is 671.1 feet East of the West line of the East Half of said Section 2, thence North 0°07' West 1335 feet more or less to the place of beginning, encompassing 6 acres more or less in said Section 2 and in Section 35, Township 21 North, Range 7 East of the Third Principal Meridian in Champaign County, Illinois.

Also, an appurtenant, non-exclusive driveway easement for ingress and egress and access for public utilities to said premises hereinabove described over the West 60 feet of the South Half of the Southwest Quarter of said Section 35, except the South 330 feet thereof and over a 60 foot wide strip described as follows: Beginning on the North Line of Section 2, Township 20 North, Range 7 East of the Third Principal Meridian 671.1 feet East of the Northwest Corner of the Fractional East Half of said Section, running thence North 0°07' West on an assumed bearing 180 feet parallel with the West line of said East Half for a place of beginning, thence South 89°50' East 168.1 feet parallel with said North Line, thence North 60 feet parallel with said West Line, thence North 89°50' West 488.1 feet, thence North 71°55' West 551.21 feet, thence South 87°28' West 479.24 feet, thence West parallel with the South line of said Section 35, 660 feet more or less to the West line of said Section 35, thence South 60 feet to a point 330 feet North of the Southwest Corner of said Section, thence East parallel with South Line of said Section 35, 660 feet, thence North 87°28' East 479.24 feet, thence South 71°55' East 551.21 feet, thence South 89°50' East 320 feet parallel with said North Line to the place of beginning, said easement to terminate as to ingress and egress when any public road is available for access to said premises.

I certify that the foregoing is the legal description of real estate conveyed by the attached deed from the Champaign National Bank, as Trustee under Trust No. 032-621-005, to Chin Kim and Bok-Lim C. Kim, husband and wife.

Dated this 16th day of June 1976.

THE CHAMPAIGN NATIONAL BANK
a Corporation of Illinois, not individually, but as
Trustee of Land Trust #032-621-005
By 
Vice-President

76R11609

STATE OF ILLINOIS }
CHAMPAIGN COUNTY } SS
Filed for record in the Recorder's Office
of said county.

JUL 1 - 1976 - 11:25 AM

Recorded in Book 1005
of Records on Page 181

Robert C. Martin
Recorder of Deeds

Bureau 1st Nat'l Bk

Urban

6-6-84

(7)

11

83051 AC
Notarized - Champaign Office • Chicago Title Insurance Company
201 North Neil - Champaign, Illinois 61820 - Phone 356-0501

WARRANTY DEED — Joint Tenancy

DOCUMENT NO. _____
or Recorder's Certificate Only

REC-24
2-9-83
1/30/93
1500

93 R 24748

THE GRANTOR, JOSEPH M. TRAUTMAN

DOC # _____
CHAMPAIGN COUNTY, ILL

of the City _____ of Champaign, in the County 1943 0496
of Champaign, and State of Illinois

'93 SEP 1 PM 2 34

for and in consideration of Ten Dollars (\$10.00) and other good and
valuable consideration in hand paid, CONVEY S and WARRANT S to
the GRANTEES, EDMUND G. KELLER and VICKI M.
KELLER,

Nolan C. Craver, Jr.
RECORDER

of the City _____ of Urbana, County of Champaign, and State
of Illinois, not in TENANCY IN COMMON, but in JOINT TENANCY, the following described

real estate, to-wit:

All of the following described real estate except the East 200 feet
of even width thereof:

The North 462 feet of the East 660 feet of the Southeast Quarter
of the Southwest Quarter of Section 35, Township 21 North, Range 7
East of the Third Principal Meridian, Champaign County, Illinois,
excepting therefrom the West 264 feet, of the East 660 feet of the
North 330 feet of the Southeast Quarter of the Southwest Quarter of
said Section 35, Township 21 North, Range 7 East of the Third
Principal Meridian, Champaign County, Illinois;

Neither the Grantor nor his spouse occupy said real estate as a
homestead nor do they claim any homestead interest therein.

- Subject to: (1) Real estate taxes for the year 1982 and subsequent years;
(2) Covenants, conditions, restrictions and easements apparent or of record;
(3) All applicable zoning laws and ordinances;
(4) (For Restrictive Covenants see reverse side)

RECEIVED
JAN 07 2009

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

To Have and to Hold, the above granted premises unto the said Grantees forever, not in TENANCY IN COMMON,
but in JOINT TENANCY.

Dated this 9th day of February, 1983

Joseph M. Trautman
JOSEPH M. TRAUTMAN

STATE OF ILLINOIS }
CHAMPAIGN COUNTY } SS

I, the undersigned, a Notary Public in and for said County and State
aforesaid, DO HEREBY CERTIFY, that JOSEPH M. TRAUTMAN

personally known to me to be the same person whose name is
subscribed to the foregoing instrument, appeared before me this day in
person and acknowledged that he signed, sealed and delivered the said
instrument as his free and voluntary act, for the uses and purposes
therein set forth, including the waiver of the right of homestead.



Given under my hand and Notarial Seal, this 9th
day of February, A.D. 1983

Nolan C. Craver, Jr.
Notary Public

Deed Prepared By: NOLAN C. CRAVER, JR. MIDDLETON & CRAVER 210 N. Broadway P. O. Box 905 Urbana, IL 61801	Send Tax Bill To: <u>Ed Keller</u> <u>445 County Road 2425 North</u> <u>Mahomet IL 61853</u>
Exempt under provisions of Paragraph _____, Section 4, Real Estate Transfer Tax Act.	
Date _____	Signature _____ <small>Buyer, Seller or Representative</small>

1943 049Z

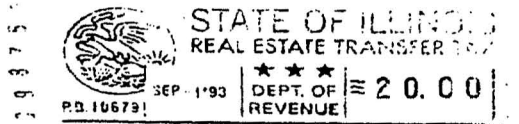
RESTRICTIVE COVENANTS:

Grantees covenant that all utility lines shall be underground as well as residential service lines; the premises shall not be used as a public camp ground and the use of the premises conveyed shall be restricted to agricultural uses or a residential dwelling; not more than one residential dwelling shall be erected on the tract conveyed thereby, together with accessory outbuildings that are incidental to residential or agricultural use of the premises; no residence shall be constructed on a lot containing less than 1.25 acres. No house trailers or similar preconstructed structures shall be moved upon the premises and occupied as a permanent residence. This covenant shall run with title to the premises conveyed for the benefit only of adjacent property in the South Half of the Southwest Quarter of said Section 35.

CHAMPAIGN COUNTY

SEP - 1 1993

STAMPS 10.00



Return to:
Jeff Whipple
Box 1098
Champaign, IL
61824

52

8

10

1300
300
1500

CHICAGO TITLE INSURANCE CO.

05-7368-14
RECORD

The above space for recorder's use only

TRUSTEE'S DEED

THIS INSTRUMENT made September 12 19 86 between CHAMPAIGN NATIONAL BANK, Champaign, Illinois, not personally or individually, but solely as Trustee under Trust Account dated October 22, 1974, known as Trust Account Number 032-621-005

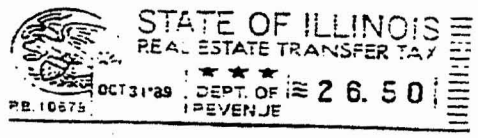
TIMOTHY L. BROCK and THERESA M. BROCK, not as tenants in common, but as joint tenants with right of survivorship of GRANTOR, and GRANTEE S

WITNESSETH, That the GRANTOR, in performance of said trust and in consideration of the sum of TWENTY SIX THOUSAND FIVE HUNDRED DOLLARS (\$ 26,500.00) DOLLARS, the receipt of which is acknowledged, does hereby Sell and Convey to the GRANTEE S

the following described real estate situated in Champaign County, Illinois, to-wit:

SEE ATTACHED EXHIBIT "A"

084612



RECORDER

Thomas D. ...

'89 OCT 31 PM 3 14

DOC # 1661 0623
CHAMPAIGN COUNTY, ILL.

89R21654

together with the appurtenances thereto belonging and the rents, income, issues, and profits thereof, and all the estate, right, title, and interest, whatsoever, at law or in equity, of the GRANTOR in and to said premises. The instrument described is in full force and effect at the date hereof, the GRANTOR is the Trustee thereunder, and this Deed is executed in full and in exercise of the power and authority vested in the GRANTOR as such Trustee. TO WITNESSE HEREOF, the GRANTOR, not personally or individually but solely as Trustee as aforesaid, has caused its corporate seal to be hereunto affixed and has caused its name to be signed to these presents by its duly authorized officers on the date appearing above.

ATTEST
By [Signature]
STATE OF ILLINOIS)
COUNTY OF CHAMPAIGN) SS

CHAMPAIGN NATIONAL BANK
not personally or individually but solely as Trustee as aforesaid.
By Rhea A. Lawrence
its Trust Officer

CHAMPAIGN CO. REC'D DEPARTMENT
JAN 07 2009

RECEIVED

I, Sandra J. Moore a NOTARY PUBLIC in and for said County and State, certify that Rhea A. Lawrence and Charles A. Ruten personally known to me to be officers of CHAMPAIGN NATIONAL BANK, as above described, and personally known to me to be the same persons who executed the foregoing instrument as such officers of said Bank, appeared before me this day in person and acknowledged that they signed, affixed the corporate seal to, and delivered the instrument as their free and voluntary act, and as the free and voluntary act of said CHAMPAIGN NATIONAL BANK, as Trustee as aforesaid, and purposes therein set forth.

My hand and Notarial Seal this 12 day of September 19 86

Sandra J. Moore
Notary Public

CHAMPAIGN COUNTY

OCT 31 1989

Mail Tax) Name Timothy and Theresa Brock
Statements To) Address 211 E. Victory Box 367
Sidney, Ill. 61877

STAMPS 1325

Wabasha St. Champaign National Bank
134 250 Champaign, Ill 61820

T 661

624

Commencing at the Northeast Corner of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 35, Township 21 North, Range 7 East of the Third Principal Meridian, thence west 639.26 feet on the North Line of said SE $\frac{1}{4}$, thence south 555.23 feet parallel with the East Line of said SE $\frac{1}{4}$, thence west 385.74 feet parallel with said North Line, to a true point of beginning, thence 95 $^{\circ}$ 34'00" to the left 173.50 feet, thence 10 $^{\circ}$ 55'00" to the right 433.30 feet, thence 110 $^{\circ}$ 09'30" to the right 237.21 feet, thence 71 $^{\circ}$ 53'42" to the right 594.35 feet, and thence southeasterly 207.40 feet to the place of beginning; ALSO Commencing on the West line of Section 35, Township 21 North, Range 7 East of the 3rd Principal Meridian, 330.0 feet north of the Southwest corner of said Section, running thence east 660.0 feet parallel with the South line of said section, and thence 2 degrees 41 minutes 42 seconds to the left 479.24 feet to a true point of beginning; thence 20 degrees 37 minutes to the right 314.0 feet, thence 108 degrees 06 minutes 18 seconds to the left 594.35 feet, thence 89 degrees 57 minutes 30 seconds to the left 139.0 feet, and thence 73 degrees 46 minutes 50 seconds to the left 520.67 feet to the point of beginning, encompassing in all approximately 5.75 acres situated in Champaign County, Illinois; Also, a non-exclusive easement appurtenant to said tract for the purpose of constructing, reconstructing and maintaining a driveway and electrical power and utility lines and necessary appurtenances for access to and from and for utility services to said premises over a strip described as the West 60 feet of the South half of the Southwest Quarter of said Section 35 except the South 330 feet thereof and over a 60 foot wide strip lying adjacent to and North of a line described as follows: Commencing at a point on the West line of said Section 35 which point is 330 feet North of the Southwest corner of said Section, thence East parallel with the South line of said Section a distance of 660 feet thence North 87 degrees 28 minutes East 479.24 feet to the Southwest corner of the premises hereby conveyed; ALSO, a non-exclusive easement appurtenant to said tract in and over the surface of the entire pond and the banks of said pond, a portion of which lies within the premises herein conveyed for the purpose of using the same for recreational purposes and for the maintenance of said pond.

EXHIBIT "A"

Return to:

Homelight Control
Champion Federal SVS
Box 127
Blountingon, AL 36101

1581 0625

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

AFFIDAVIT IN CONNECTION WITH RECORDING DEED

The undersigned, being on oath duly sworn, depose and state that the accompanying Deed, in which TIMOTHY L. BROCK and
THERESA M. BROCK ~~is~~/are

Grantee(s), and in which JOSEPH M. TRAUTMAN
_____ is/~~is~~

Grantor(s), dated _____,
is entitled to recording in the Office of the Recorder of Deeds of Champaign County and in the opinion of the undersigned such recording will not constitute a violation of Section 5a of Chapter 109 of the Illinois Revised Statutes for the following reasons:

The tract contains over 5 acres.

Joseph M. Trautman

JOSEPH M. TRAUTMAN

Subscribed and sworn to before me
this 15th day of September,



Notary Public

[Handwritten initials]

9

10, 11

TRUSTEE'S DEED

BOOK 1083 PAGE 623

The above space for recorder's use only

THIS INDENTURE, made this 6th day of January, 1976, between THE CHAMPAIGN NATIONAL BANK, a corporation of Illinois, as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said company in pursuance of a trust agreement dated the 22nd day of October, 1974, and known as Trust Number 032-621-005, party of the first part, and DONALD W. STEINMANN,

party of the second part.

WITNESSETH, That said party of the first part, in consideration of the sum of TEN DOLLARS (\$10.00) ~~DOLLARS~~

and other good and valuable considerations in hand paid, does hereby grant, sell and convey unto said party of the second part, the following described real estate, situated in County, Illinois, to-wit:

SEE ATTACHED ALLONGE

RESTRICTIVE COVENANTS: Grantees covenant that utility lines shall be underground and that the premises shall not be used as a public camp ground and the use of the premises conveyed in Section 35 shall be restricted to agricultural uses or residential dwellings, no residence to be constructed on a lot containing less than 1.250 acres, together with accessory out-buildings that are incidental to residential or agricultural use of the premises. No house trailers or similar pre-constructed structures shall be moved upon the premises in Section 35 and occupies as a permanent residence. This covenant shall run with title to the premises conveyed for the benefit only of adjacent property in the South Half of the Southwest Quarter of said Section 35. Grantees further covenant for themselves and their successors in title that they, jointly with the other persons having use of said driveway easement area, shall share in the costs of maintaining the same.

together with the tenements and appurtenances thereunto belonging.

TO HAVE AND TO HOLD the same unto said party of the second part, and to the proper use, benefit and behoof forever of said party of the second part

Subject to an easement for the benefit of property owners to the West of said premises along the bottom of the bluff for ingress and egress to their premises.

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said trustee by the terms of said deed or deeds in trust delivered to said trustee in pursuance of the trust agreement above mentioned. This deed is made subject to the lien of every trust deed or mortgage (if any there be) of record in said county given to secure the payment of money, and remaining unreleased at the date of the delivery hereof.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused the same to be signed in these presents by its vice-president and attested to by its secretary, the day and year first above written.

THE CHAMPAIGN NATIONAL BANK As Trustee as aforesaid

By Jack L. Simpson VICE-PRESIDENT

Attest Jack Keller SECRETARY

COUNTY OF CHAMPAIGN } ss.
STATE OF ILLINOIS }

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT

Jack L. Simpson

Vice-President of THE CHAMPAIGN NATIONAL BANK, and

Jack Keller

Secretary of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President and Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes therein set forth; and the said Secretary did also then and there acknowledge that said Secretary, as custodian of the corporate seal of said Company, did affix the said corporate seal of said Company to said instrument as said Secretary's own free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 6th day of January, 1976.

Jack L. Chancellor
Notary Public



CHAMPAIGN CO. P. & Z. DEPARTMENT
JAN 07 2009

RECEIVED
JAN 07 2009

Document Number

Prepared By: Nolan C. Craver, Jr., Attorney, Box 310, Urbana, Ill. Send Tax Bill To: Donald W. Steinmann, 103-11 Woodhill Apt. Mahomet, Ill. 61853

FOR INFORMATION ONLY
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

ALLONGE

A tract described as beginning on the North Line of Section 2, Township 20 North, Range 7 East of the Third Principal Meridian, 511.1 feet east of the Northwest corner of the Fractional East Half of said Section, running thence North 0° 07' West on an assumed bearing 180 feet parallel with the West line of said East Half, thence South 89° 50' East 160 feet parallel with said North Line, thence South 0° 07' East 1515 feet, more or less, to the center of the Sangamon River, thence westerly approximately 160 feet on the centerline of said River, and thence North 0° 07' West 1335 feet, more or less, to the place of beginning, encompassing 5 acres more or less in said Section 2 and in Section 35, Township 21 North, Range 7 East of the Third Principal Meridian, situated in County of Champaign and State of Illinois.

Also, an appurtenant, non-exclusive driveway easement for ingress and egress and access for public utilities to said premises hereinabove described over the West 60 feet of the South Half of the Southwest Quarter of said Section 35, except the South 330 feet thereof and over a 60 foot wide strip described as follows: Beginning on the North Line of Section 2, Township 20 North, Range 7 East of the Third P. M. 511.1 feet East of the Northwest Corner of the Fractional East Half of said Section, running thence North 0° 07' West on an assumed bearing 180 feet parallel with the West line of said East Half for a place of beginning, thence South 89° 50' East 160 feet parallel with said North Line, thence North 60 feet parallel with said West Line, thence North 89° 50' West 320 feet, thence North 71° 55' West 551.21 feet, thence South 87° 28' West 479.24 feet, thence West parallel with the South line of said Section 35, 660 feet more or less to the West line of said Section 35, thence South 60 feet to a point 330 feet North of the Southwest Corner of said Section, thence East parallel with South Line of said Section 35, 660 feet, thence North 87° 28' East 479.24 feet, thence South 71° 55' East 551.21 feet, thence South 89° 50' East 160 feet parallel with said North Line to the place of beginning, said easement to terminate as to ingress and egress when any public road is available for access to said premises.

I certify that the foregoing is the legal description of real estate conveyed by the attached deed from the Champaign National Bank, as Trustee under Trust No. 032-621-005, to Donald W. Steinmann.

Dated this 6th day of January, 1976.

THE CHAMPAIGN NATIONAL BANK,
a corporation of Illinois,

By 

Vice-President

76R10549

STATE OF ILLINOIS }
CHAMPAIGN COUNTY } SS

Filed for record in the Recorder's Office
of said county.

JUN 16 1976 - 4 25 PM

Recorded in Book 1083
of Records on Page 623

Robert C. Martin

Recorder of Deeds

Donald H. Steinmann

**500 Mahomet
5 PA Hoodhill apt*

10

N

6887

CHICAGO TITLE INSURANCE CO.

1869 0076

RECORDED

92 NOV 25 AM 10 22

CHAMPAIGN COUNTY, ILL.

032/65
92R34022

The above space for recorder's use only

TRUSTEE'S DEED

THIS INDENTURE, made November 17 19 92 between CHAMPAIGN NATIONAL BANK, Champaign, Illinois, not personally or individually, but solely as Trustee under Trust Agreement dated October 22, 1974 and known as Trust No. 032-621-005

EDMUND G. KELLER and VICKI M. KELLER, as JOINT TENANTS, GRANTOR, and Champaign County, GRANTEE S

WITNESSETH, That the GRANTOR, in performance of said trust and in consideration of the sum of TEN DOLLARS and other consideration (\$ 10.00)

DOLLARS, the receipt of which is acknowledged, does hereby Sell and Convey to the GRANTEE S

the following described real estate situated in Champaign County, Illinois, to-wit:

A part of the Southeast Quarter of the Southwest Quarter of Section 35, Township 21 North, Range 7 East of the Third Principal Meridian, in Champaign County, Illinois, described as follows:

Commencing at a point located 639.26 feet West of the East line of the Southeast Quarter of the Southwest Quarter of Section 35, Township 21 North, Range 7 East of the Third Principal Meridian and 555.23 feet South of the North line of said Quarter Quarter section, thence West 20.74 feet parallel with the North line of said Quarter Quarter section to a point 660 feet West of the East line of said Quarter Quarter section, thence North 93.23 feet to a point 462 feet South of the North line of said Quarter Quarter section, thence East parallel with the North line of said Quarter Quarter section a distance of 660 feet to the East line of said Quarter Quarter section, thence South along said East line 337.68 feet, thence West parallel with the North line of said Quarter Quarter section 639.26 feet, thence North 244.45 feet to the point of commencing.

(For Restrictive Covenants see attached Exhibit "A")

together with the tenements and appurtenances thereto belonging and the rents, income, issues, and profits thereof, and all the estate, right, title, and interest, whatsoever, at law or in equity, of the GRANTOR in and to said premises.

The trust above described is in full force and effect at the date hereof, the GRANTOR is the Trustee thereunder, and this Deed is executed pursuant to and in exercise of the power and authority vested in the GRANTOR as such Trustee.

IN WITNESS WHEREOF, the GRANTOR, not personally or individually but solely as aforesaid, has caused its corporate seal to be hereto affixed and has caused its name to be signed to these presents by its duly authorized officers on the date appearing above.

ATTEST:
By [Signature]
STATE OF ILLINOIS
COUNTY OF CHAMPAIGN

CHAMPAIGN NATIONAL BANK, Trustee

CHAMPAIGN NATIONAL BANK
not personally or individually but solely as Trustee as aforesaid.

By [Signature]
Its [Title]

STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
NOV 25 '92
DEPT. OF REVENUE
\$ 50.00

I, Delores A. Wilson, a NOTARY PUBLIC in and for said County and State, certify that Rhea A. Lawrence and Robert J. Cochran personally known to me to be officers of CHAMPAIGN NATIONAL BANK, as above described, and personally known to me to be the same persons who executed the foregoing instrument as such officers of said Bank, appeared before me this day in person and acknowledged that they signed, affixed the corporate seal to, and delivered this instrument as their free and voluntary act, and as the free and voluntary act of said CHAMPAIGN NATIONAL BANK, as Trustee as aforesaid, for the uses and purposes therein set forth.

Witness my hand and Notarial Seal this 17th day of November 19 92

Delores A. Wilson CHAMPAIGN COUNTY
Notary Public

"OFFICIAL SEAL"
Delores A. Wilson
Notary Public, State of Illinois
My Commission Expires 10/4/93

NOV 25 1992

STAMPS 25.00

Mail Tax) Name Ed Keller

Statements To) Address 445 County Road 2425 North Mahomet, IL 601853

[Signature]
Notary
Illiana, Ill 61801

RECEIVED
NOV 27 2009
CLERK & Z DEPARTMENT

1869

0077

- Subject to:
- 1) Real estate taxes for the year 1992 and subsequent years;
 - 2) Covenants, conditions, restrictions and easements apparent or of record;
 - 3) All applicable zoning laws and ordinances;

RESTRICTIVE COVENANTS:

Grantees covenant that all utility lines shall be underground as well as residential service lines; the premises shall not be used as a public camp ground and the use of the premises conveyed shall be restricted to agricultural uses or residential dwellings, not more than two residential dwellings shall be erected on said tract, together with accessory outbuildings that are incidental to residential or agricultural use of the premises; no residence shall be constructed on a lot containing less than 1.25 acres. No house trailers or simliar preconstructed structures shall be moved upon the premises and occupied as a permanent residence. This covenant shall run with title to the premises conveyed for the benefit only of adjacent property in the South Half of the Southwest Quarter of said Section 35.

Return to:
Jeff Wampler
Box 1098
Champaign, Il
61824



STATE OF ILLINOIS)
COUNTY OF Champaign) SS

Joseph M. Trautman, being duly sworn on oath, states that he resides at Box 613 Champaign, IL and that the attached deed should be accepted for recording as it is not in violation of Section 1 of Chapter 109 of the Illinois Revised Statutes for one of the following reasons:

(Circle the number of the reason applicable to the accompanying deed)

- 1. Said Act is not applicable as the grantor(s) own no land adjoining the premises described in said deed. (Existing Parcel)

-OR-

The conveyance is covered by one of the following exemptions permitted by the Act as amended which became effective July 17, 1959:

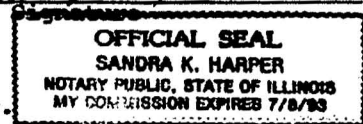
- 2. The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access.
- 3. The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access.
- 4. The sale or exchange of parcels of land between owners of adjoining and contiguous land.
- 5. The conveyance of parcels of land or interests therein for use as right of way for railroads or other public utility facilities, which does not involve any new streets or easements of access.
- 6. The conveyance of land owned by a railroad or other public utility which does not involve any new street or easement of access.
- 7. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.
- 8. Conveyances made to correct descriptions in prior conveyances.
- 9. The sale or exchange of parcels or tracts of land following the division into no more than 2 parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access.
- 10. The sale of a single lot of less than 5 acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor, provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided, also that this exemption does not invalidate any local requirements applicable to the subdivision of land.

Affiant also states that the filing of the accompanying deed will not constitute a violation of any municipality subdivision ordinance.

SUBSCRIBED AND SWORN to before me this 3rd day

Joseph M. Trautman
Signature

of November, 1992 Sandra K. Harper, Notary Public.



10, 11

CHICAGO TITLE INSURANCE CO.

TRUSTEE'S DEED

BOOK 1408 PAGE 520

CHAMPAIGN CO. P.A. DEPARTMENT

JAN 07 2009

RECEIVED

The above space for recorder's use only

THIS INDENTURE, made this 25 day of September, 1979, between THE CHAMPAIGN NATIONAL BANK, a corporation of Illinois, as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said company in pursuance of a trust agreement dated the 22nd day of October, 1974, and known as Trust Number 032-621-005, party of the first part, and GERALD A. EDDY and ANN M. EDDY, husband and wife, not as tenants in common but as joint tenants,

party of the second part. WITNESSETH, That said party of the first part, in consideration of the sum of Twenty

Thousand (\$20,000.00) DOLLARS, and other good and valuable considerations in hand paid, does hereby grant, sell and convey unto said party of the second part, the following described real estate, situated in County, Illinois, to-wit: SEE ATTACHED ALLONGE FOR LEGAL DESCRIPTION

RESTRICTIVE COVENANTS: Grantees covenant that utility lines shall be underground and that the premises shall not be used as a public camp ground and the use of the premises conveyed in Section 35 shall be restricted to agricultural uses or residential dwellings, no residence to be constructed on a lot containing less than 1.250 acres, together with accessory out-buildings that are incidental to residential or agricultural use of the premises. No house trailers or similar pre-constructed structures shall be moved upon the premises in Section 35 and occupied as a permanent residence. This covenant shall run with title to the premises conveyed for the benefit only of adjacent property in the South Half of the Southwest Quarter of Section 35. Grantees further covenant for themselves and their successor in title that they, jointly with the other persons having use of said driveway easement area, shall share in the cost of maintaining the same.

CHAMPAIGN COUNTY

9/10.00
6/19/85

together with the tenements and appurtenances therunto belonging, TO HAVE AND TO HOLD the same unto said party of the second part, and to the proper use, benefit and behoof forever of said party of the second part.

Subject to:

- (1) Real estate taxes for the year 1979 and subsequent years;
- (2) Covenants, conditions, restrictions and easements apparent or of record;
- (3) All applicable zoning laws and ordinances;
- (4) Existing driveway and public utility easements in, over, and across the South 60 feet of said real estate.

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said trustee by the terms of said deed or deeds in trust delivered to said trustee in pursuance of the trust agreement above mentioned. This deed is made subject to the lien of every trust deed or mortgage (if any there be) of record in said county given to secure the payment of money, and remaining unreleased at the date of the delivery hereof.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused the same to be signed to these presents by its Vice-President and attested to by its secretary, the day and year first above written.

THE CHAMPAIGN NATIONAL BANK As Trustee as aforesaid

By R. Thomas Heinhorst VICE-PRESIDENT
Attest Wm. E. Burrows SECRETARY

COUNTY OF CHAMPAIGN }
STATE OF ILLINOIS } SS.

I, Lou Ann Bradshaw, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT R. Thomas Heinhorst Vice-President of THE CHAMPAIGN NATIONAL BANK, and Wm. E. Burrows

Secretary of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President and Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes therein set forth; and the said Secretary did also then and there acknowledge that said Secretary, as custodian of the corporate seal of said Company, did affix the said corporate seal of said Company to said instrument as said Secretary's own free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 24th day of October, 1979

Lou Ann Bradshaw
Notary Public



NAME | THIS DOCUMENT WAS PREPARED BY
Nolan C. Craver, Jr.
210 N. Broadway

Tax: Conrad Eddy FOR INFORMATION ONLY
BRH INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

This space for recording orders and revenue stamps

Document Number

ALLONGE

Commencing at a point located 639.26 feet West of the East Line of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 35, Township 21 North, Range 7 East of the Third Principal Meridian, and 555.23 feet South of the North Line of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, thence West 385.74 feet parallel with said North Line, thence 95°34'00" to the left 173.5 feet, thence 1°55'00" to the right 433.3 feet, thence 87°45'30" to the left 343.16 feet, and thence 88°45'30" to the left 596.67 feet to the place of beginning, encompassing 5.00 acres situated in Champaign County, Illinois.

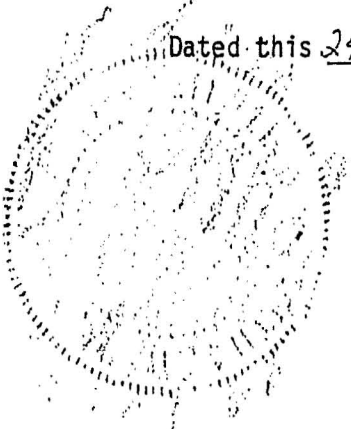
Also, an appurtenant, non-exclusive driveway easement for ingress and egress and access for public utilities to said premises hereinabove described over the West 60 feet of the South Half of the Southwest Quarter of said Section 35, except the South 330 feet thereof and over a 60 foot wide strip described as follows: Beginning on the North Line of Section 2, Township 20 North, Range 7 East of the Third Principal Meridian 671.1 feet East of the Northwest Corner of the Fractional East Half of said Section, running thence North 0°07' West on an assumed bearing 180 feet parallel with the West Line of said East Half for a place of beginning, thence South 89°50' East 168.1 feet parallel with said North Line, thence North 60 feet parallel with said West Line, thence North 89°50' West 488.1 feet, thence North 71°55' West 551.21 feet, thence South 87°28' West 479.24 feet, thence West parallel with the South Line of said Section 35, 660 feet more or less to the West Line of said Section 35, thence South 60 feet to a point 330 feet North of the Southwest Corner of said Section, thence East parallel with South Line of said Section 35, 660 feet, thence North 87°28' East 479.24 feet, thence South 71°55' East 551.21 feet, thence South 89°50' East 320 feet parallel with said North Line to the place of beginning, said easement to terminate as to ingress and egress when any public road is available for access to said premises.

I certify that the foregoing is the legal description of real estate conveyed by the attached deed from the Champaign National Bank, as Trustee under Trust No. 032-621-005, to Gerald A. Eddy and Ann M. Eddy, husband and wife.

Dated this 24th day of October 1979.

THE CHAMPAIGN NATIONAL BANK
a Corporation of Illinois, not individually, but as
Trustee of Land Trust #032-621-005

By *R. Thomas Henderson*
Vice-President

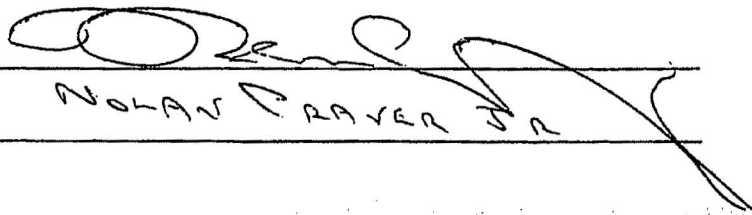


STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

AFFIDAVIT IN CONNECTION WITH RECORDING DEED


The undersigned, being on oath duly sworn, depose and state that the accompanying Deed, in which GERALD A. EDDY and ANN M. EDDY -is/are Grantee(s), and in which THE CHAMPAIGN NATIONAL BANK, as Trustee under Trust Agreement dated October 22, 1974, known as Trust No. 032-621-is/005 Grantor(s), dated September 25, 1979, is entitled to recording in the Office of the Recorder of Deeds of Champaign County and in the opinion of the undersigned such recording will not constitute a violation of Section 5a of Chapter 109 of the Illinois Revised Statutes for the following reasons:

Tract contains 5 acres and is being conveyed to a adjoining owner.
Ill. Rev. Stat. Ch. 109, Sec. 1(b)3.



NOLAN PRAVER JR

Subscribed and sworn to before me
this 19th day of June


Barbara A. Frasca
Notary Public

85R11037

STATE OF ILLINOIS

CHAMPAIGN COUNTY

} SS

Filed for record in the Recorder's Office
of said county.

JUN 19 1985 -4 05 PM

Recorded in Book 1408

of Reels on Page 520

Norma D. Johnson

12/1/85

7.00
1.00
8.00

12
12

10, 11

TRUSTEE'S DEED

BOOK 1082 PAGE 533

The above space for recorder's use only

THIS INDENTURE, made this 28th day of October, 1975, between THE CHAMPAIGN NATIONAL BANK, a corporation of Illinois, as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said company in pursuance of a trust agreement dated the 22nd day of October, 1974, and known as Trust Number 032-621-005, party of the first part, and LOUIS WOZNAK and JO ANN WOZNAK, not as tenants in common but as joint tenants with right of survivorship,

party of the second part. WITNESSETH, That said party of the first part, in consideration of the sum of TEN AND NO/100 DOLLARS, and other good and valuable considerations in hand paid, does hereby grant, sell and convey unto said party of the second part, the following described real estate, situated in County, Illinois, to-wit:

SEE ATTACHED ALLONGE.

RESTRICTIVE COVENANTS: Grantees covenant that utility lines shall be underground and that the premises shall not be used as a public camp ground and the use of the premises conveyed in Section 35 shall be restricted to agricultural uses or residential dwellings, no residence to be constructed on a lot containing less than 1.250 acres, together with accessory out-buildings that are incidental to residential or agricultural use of the premises. No house trailers or similar pre-constructed structures shall be moved upon the premises in Section 35 and occupied as a permanent residence. This covenant shall run with title to the premises conveyed for the benefit only of adjacent property in the South Half of the Southwest Quarter of said Section 35. Grantees further covenant for themselves and their successors in title that they, jointly with the other persons having use of said driveway easement area, shall share in the costs of maintaining the same.

together with the tenements and appurtenances thereunto belonging.

TO HAVE AND TO HOLD the same unto said party of the second part, and to the proper use, benefit and behoof forever of said party of the second part.

Exempt under provisions of Par. 4, Sec. 4, Real Estate Transfer Tax Act.

Dated 10/28/75 By [Signature]

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said trustee by the terms of said deed or deeds in trust delivered to said trustee in pursuance of the trust agreement above mentioned. This deed is made subject to the lien of every first deed of mortgage (if any there be) of record in said county given to secure the payment of money, and remaining unrelaxed at the date of the delivery hereof.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused the same to be signed to these presents by its Vice-President and attested to by its Secretary, the day and year first above written.

THE CHAMPAIGN NATIONAL BANK As Trustee as aforesaid

By [Signature] VICE-PRESIDENT

Attest [Signature] SECRETARY

COUNTY OF CHAMPAIGN, I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT

John W. Corley Vice-President of THE CHAMPAIGN NATIONAL BANK, and Jack Keller

Secretary of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President and Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes therein set forth; and the said Secretary did also then and there acknowledge that said Secretary, as custodian of the corporate seal of said Company, did affix the said corporate seal of said Company to said instrument as said Secretary's own free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 28th day of October, 1975

[Signature] Notary Public

PREPARED BY: Nolan C. Craver, Jr., Attorney, Box 310, Urb., Ill. Send Tax Bill To: Louis Wozniak, 1 Rosewood, Urbana, Ill. 61801

FOR INFORMATION ONLY INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

CHAMPAIGN COUNTY RECORDER'S DEPARTMENT

RECEIVED JAN 07 2009

This space for affixing riders and revenue stamps

Document Number

ALLONGE

A tract described as beginning on the North Line of Section 2, Township 20 North, Range 7 East of the Third Principal Meridian, 351.1 feet east of the Northwest Corner of the Fractional East Half of said Section, running thence North $0^{\circ} 07'$ West on an assumed bearing 180 feet parallel with the West line of said East Half, thence South $89^{\circ} 50'$ East 160 feet parallel with said North Line, thence South $0^{\circ} 07'$ East 1515 feet to the center of Sangamon River, thence westerly approximately 160 feet on the centerline of said River, and thence North $0^{\circ} 07'$ West 1335 feet to the place of beginning, encompassing approximately 5.56 acres in said Section 2 and in Section 35, Township 21 North, Range 7 East of the Third Principal Meridian, situated in the County of Champaign and State of Illinois.

Also, an appurtenant, non-exclusive driveway easement for ingress and egress and access for public utilities to said premises hereinabove described over the West 60 feet of the South Half of the Southwest Quarter of said Section 35, except the South 330 feet thereof and over a 60 foot wide strip described as follows: Beginning on the North Line of Section 2, Township 20 North, Range 7 East of the Third Principal Meridian, 351.1 feet East of the Northwest Corner of the Fractional East Half of said Section, running thence North $0^{\circ} 07'$ West on an assumed bearing 180 feet parallel with the West line of said East Half for a place of beginning, thence South $89^{\circ} 50'$ East 160 feet parallel with said North Line, thence North 60 feet parallel with said West Line; thence North $89^{\circ} 50'$ West 160 feet, thence North $71^{\circ} 55'$ West 551.21 feet, thence South $87^{\circ} 28'$ West 479.24 feet, thence West parallel with the South Line of said Section 35, 660 feet more or less to the West line of said Section 35, thence South 60 feet to a point 330 feet North of the Southwest Corner of said Section, thence East parallel with South Line of said Section 35, 660 feet, thence North $87^{\circ} 28'$ East 479.24 feet, thence South $71^{\circ} 55'$ East 551.21 feet to the place of beginning, said easement to terminate as to ingress and egress when any public road is available for access to said premises.

I certify that the foregoing is the legal description of real estate conveyed by attached deed from The Champaign National Bank, as Trustee under Trust No. 032-621-005, to Louis Wozniak and Jo Ann Wozniak.

Dated this 28th day of October, 1975.

THE CHAMPAIGN NATIONAL BANK,
a corporation of Illinois

By  Vice-President

76R 9687

Recorded in Book _____
of _____ on Page _____
Robert E. Martin
Recorder of Deeds

JUN 4 - 1916 - 3 00 PM
STATE OF ILLINOIS }
CHAMPAIGN COUNTY } SS
Filed for record in the Recorder's Office
of said county.

STATE OF ILLINOIS }
CHAMPAIGN COUNTY } SS
Filed for record in the Recorder's Office
of said county.

JUN 4 - 1916 - 3 00 PM
Recorded in Book _____
of *Record* on Page *533* ^{*1882*}

Robert E. Martin
Recorder of Deeds

Nolan Brown

\$60000.

13

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TRUSTEE'S DEED

BOOK 1056 PAGE 462

75R 9107

The above space for recorder's use only

THIS INDENTURE, made this 27th day of June, 1975, between THE CHAMPAIGN NATIONAL BANK, a corporation of Illinois, as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said company in pursuance of a trust agreement dated the 22nd day of October, 1974, and known as Trust Number 032621005 party of the first part, and JAMES STEVEN PROCELL and JANICE IRENE H. PROCELL, husband and wife,

party of the second part. WITNESSETH, That said party of the first part, in consideration of the sum of

TEN.....DOLLARS, and other good and valuable considerations in hand paid, does hereby grant, sell and convey unto said party of the second part, the following described real estate, situated in Champaign County, Illinois, to-wit:

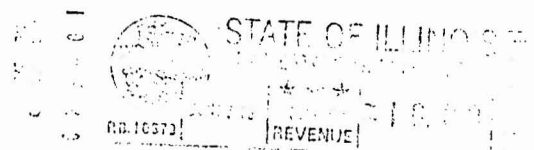
The East 660 feet of the North 330 feet of the South Half of the Southwest Quarter of Section 35, Township 21 North, Range 7 East of the Third Principal Meridian, in Champaign County, Illinois;

An easement is reserved for a period of five (5) years from the date of this deed over the East 150 feet of the premises conveyed for the benefit of Joseph M. Trautman and Chloe R. Trautman for ingress and egress to and from their premises adjoining the premises hereby conveyed on the South.

**See Attached Page

together with the tenements and appurtenances thereunto belonging.

TO HAVE AND TO HOLD the same unto said party of the second part, and to the proper use, benefit and behoof forever of said party of the second part



This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said trustee by the terms of said deed or deeds in trust delivered to said trustee in pursuance of the trust agreement above mentioned. This deed is made subject to the lien of every trust deed or mortgage (if any there be) of record in said county given to secure the payment of money, and remaining unreleased at the date of the delivery hereof.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused the same to be signed to these presents by its vice-president and attested to by its secretary, the day and year first above written.

THE CHAMPAIGN NATIONAL BANK As Trustee as aforesaid

By Jack L. Simpson VICE-PRESIDENT
Attest Jack Keller SECRETARY

COUNTY OF CHAMPAIGN, the undersigned,
STATE OF ILLINOIS, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT
Jack L. Simpson
Vice-President of THE CHAMPAIGN NATIONAL BANK, and Jack Keller



Secretary of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President and Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes therein set forth; and the said Secretary did then and there acknowledge that said Secretary, as custodian of the corporate seal of said Company, did affix the said corporate seal of said Company to said instrument as said Secretary's own free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 27th day of June, 1975

Notary Public signature: Jack L. Simpson

Send Tax Bill To:

NAME Mr. & Mrs. James S. Procell

FOR INFORMATION ONLY
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

PREPARED BY: Nolan C. Craver, Jr., Atty., Box 310, Urbana, Illinois 61801

CHAMPAIGN CO. P & Z DEPARTMENT

JAN 07 2009

RECEIVED



***Restrictive Covenants: Grantees covenant that the premises shall not be used as a public camp ground and the use of the premises shall be restricted to agricultural uses or residential dwellings, no residence to be constructed on a lot containing less than 1.250 acres, together with accessory out-buildings that are incidental to residential or agricultural use of the premises. No house-trailers or similar pre-constructed structures shall be moved upon the premises and occupied as a permanent residence. This covenant shall run with title to the premises conveyed for the benefit only of adjacent property in the South half of the Southwest Quarter of said Section 35.

***Comparable restrictive covenants will be imposed on the Grantor's remaining land adjoining the premises hereinabove described on the South and the West except the density of dwellings may be increased to one per acre.

74

10, 11, & 12

TRUSTEE'S DEED Book PAGE

THIS INDENTURE, made this 1st day of MAY, 1975, between THE CHAMPAIGN NATIONAL BANK, a corporation of Illinois, as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said company in pursuance of a trust agreement dated the 22nd day of October 1974, and known as Trust Number 032-62I-005, party of the first part, and CRAIG E. HELMICK and SANDRA C. HELMICK, husband and wife, not as tenants in common but as joint tenants, party of the second part.

BOOK 1162 PAGE 138

WITNESSETH, That said party of the first part, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations in hand paid, does hereby grant, sell and convey unto said party of the second part, the following described real estate, situated in Champaign County, Illinois, to-wit:

Beginning on the West Line of Section 35, Township 21 North, Range 7 East of the Third Principal Meridian, 330.0 feet North of the Southwest Corner of said Section, running thence East 248.0 feet parallel with the South line of said Section, thence 39°43' to the left 810.0 feet, thence 140°15'30" to the left 265.0 feet, thence 17°45' to the left 635.0 feet, and thence South 327.0 feet on said West Line to the point of beginning, encompassing 5.36 acres, more or less, in the Southwest Quarter of the Southwest Quarter of said Section situated in the County of Champaign and State of Illinois; Also, a non-exclusive easement appurtenant to said tract for the purpose of constructing and maintaining a driveway and electrical power and utility lines and necessary appurtenances for access to and from and for utility services to said premises over a strip described as the West 60 feet of that part of the South Half of the Southwest Quarter of said Section 35 that adjoins said above described premises on the North; Also, a non-exclusive easement appurtenant to said tract in and over the surface of the entire pond and the banks of said pond, a portion of which lies within the premises herein conveyed for the purpose of using the same for recreational purposes and for the maintenance of said pond.

CHAMPAIGN CO. P & Z DEPARTMENT

JAN 07 2009

RECEIVED

STATE OF ILLINOIS
RECORDS & CLERK
CHAMPAIGN COUNTY
REVENUE
6 9 0 0 4 0
C10 01010
10/10/2008

TO HAVE AND TO HOLD the same unto said party of the second part, and to the proper use, benefit and behoof forever of said party of the second part.

This conveyance is made subject only to the lien of current general taxes, existing fence line encroachments, if any, any existing easements of record, and the covenants and restrictions hereinafter provided for.

This conveyance reserves to Grantor and Grantor's assigns and successor's in title an easement appurtenant to the South Half of the Southwest Quarter of said Section 35 for the purpose of ingress and egress over the West 60 feet and over the South 60 feet of the tract ~~books~~ conveyed to Second Party, and for the installation and maintenance of utility lines and further, and an easement is reserved over that portion of the pond within the tract herein conveyed to Second Party for the benefit of other property owners in the said South Half of the Southwest Quarter of said Section 35 for the purpose of stocking, maintaining, reconstructing and improving the existing pond and the banks of said pond for recreational purposes.

The premises herein conveyed shall be subject to the following covenants, restrictions and conditions which shall be deemed to be appurtenant and run with title to the tract herein conveyed for the benefit of the remaining land in the South Half of the Southwest Quarter of Section 35, and may be amended only with written consent of all owners of said benefitted area:

The premises herein conveyed shall be used only for argricultural purposes or as a site for not more than one single family residences and uses incidental thereto; and said tract shall not be further subdivided for additional building sites;

No basement or garage shall be occupied as a residence and no residence shall be occupied until completed;

No building shall be constructed nearer than 50 feet to any property line;

All dwellings shall be constructed from designs of a professional architect and shall contain a minimum of 1700 square feet of living area exclusive of open porches, breezeways, garages and basements;

All utility lines and gas tanks shall be buried underground -- no utility poles;

No trailers, machinery, junk, or building materials shall be stored in the open;

All septic fields shall meet with standards recommended by the Manual of Septic Tank Practice of the United States Department of Health, Education and Welfare;

No garbage shall be burned except in covered incinerators;

All out buildings, stables and storage buildings shall be constructed of the same material, or similar to that used

in the exterior construction of the dwelling, or all materials shall harmonize with the dwelling; and no prefabricated or modular homes or trailers shall be permitted;

Grantees, heirs, and assigns shall contribute to the cost of maintaining said driveway in proportion to their benefit;

The pond shall be used solely for recreational purposes and not for residential or commercial or agricultural use, except that the water from said pond may be used to control fire in an emergency;

The premises shall not be used as a public camp ground and no house trailers or similar preconstructed structures shall be moved upon the premises;

No structure shall be built within 50 feet of the shoreline of said pond, except a pier which shall not extend more than 15 feet from the shoreline in the pond, and such other structures as may be reasonably necessary to control the shoreline of said pond;

No animals, livestock or poultry, except household pets, shall be kept or maintained within 100 feet of the shoreline of said pond;

No power boats shall be used on said pond, and no person having privilege of using said pond shall have more than one boat on said pond at any one time, and no boat shall be permitted on said pond except the boats of persons having the easement to use said pond by virtue of ownership of property;

No pole lights or night lights shall be erected higher than ten feet above the ground;

These restrictions may be enforced by specific performance in equity or by action for damages.

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said trustee by the terms of said deed or deeds in trust delivered to said trustee in pursuance of the trust agreement above mentioned. This deed is made subject to the lien of every trust deed or deeds or mortgage (if any there by) of record in said county given to secure the payment of money, and remaining unreleased at the date of the delivery hereof.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused the same to be signed to these presents by its vice-president and attested to by its secretary, the day and year first above written.

THE CHAMPAIGN NATIONAL BANK As Trustee as aforesaid,

By [Signature]
Vice-President

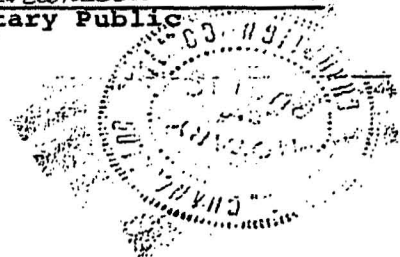
Attest [Signature]
Secretary

County of Champaign)
State of Illinois) SS

I, the undersigned, a Notary Public in and for said county, in the state aforesaid, DO HEREBY CERTIFY, That Jack L. Simpson, Vice-President of THE CHAMPAIGN NATIONAL BANK, and Jack Keller, Secretary of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President and Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes therein set forth; and the said Secretary did also then and there acknowledge that said Secretary, as custodian of the corporate seal of said Company, did affix the said corporate seal of said Company to said instrument as said Secretary's own free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes herein set forth.

Given under my hand and Notarial Seal this 1st day of May, 1975.

[Signature]
Notary Public



PREPARED BY: Nolan C. Craver, Jr., Attorney
210 North Broadway
Urbana, Illinois 61801

7/6 74659

78R14082

STATE OF ILLINOIS }
CHAMPAIGN COUNTY } SS
Filed for record in the Recorder's Office
of said county.

JUN 30 1978 -3 55 PM

Recorded in Book 1162
of Records on Page 138

Robert C. Martin
Recorder of Deeds

8

7.00
79

Ret 20:

Champaign National
Bank -
Champaign, Ill. 61820
attor Jan Miller.

The above space for recorder's use only

THIS INDENTURE, made this 28th day of October, 1975, between THE CHAMPAIGN NATIONAL BANK, a corporation of Illinois, as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said company in pursuance of a trust agreement dated the 22nd day of October, 1974, and known as Trust Number 032-621-005, party of the first part, and LOUIS WOZNAK and JO ANN WOZNAK not as tenants in common but as joint tenants with right of survivorship,

party of the second part. WITNESSETH, That said party of the first part, in consideration of the sum of TEN DOLLARS

and other good and valuable considerations in hand paid, does hereby grant, sell and convey unto said party of the second part, the following described real estate, situated in County, Illinois, to-wit:

SEE ATTACHED ALLONGE.

RESTRICTIVE COVENANTS: Grantees covenant that utility lines shall be underground and that the premises shall not be used as a public camp ground and the use of the premises conveyed in Section 35 shall be restricted to agricultural uses or residential dwellings, no residence to be constructed on a lot containing less than 1.250 acres, together with accessory out-buildings that are incidental to residential or agricultural use of the premises. No house trailers or similar pre-constructed structures shall be moved upon the premises in Section 35 and occupied as a permanent residence. This covenant shall run with title to the premises conveyed for the benefit only of adjacent property in the South Half of the Southwest Quarter of said Section 35. Grantees further covenant for themselves and their successors in title that they, jointly with the other persons having use of said driveway easement area, shall share in the costs of maintenance and to hold the same unto said party of the second part, and to the proper use, benefit and behoof forever of said party of the second part.

Exempt under provisions of Par. 4, Sec. 4. Real Estate Transfer Tax Act.

Dated 10/25/75 By [Signature]

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said trustee by the terms of said deed or deeds in trust delivered to said trustee in pursuance of the trust agreement above mentioned. This deed is made subject to the lien of every trust deed or mortgage (if any there be) of record in said county given to secure the payment of money, and remaining unreleased at the date of the delivery hereof.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused the same to be signed to these presents by its Vice-President and attested to by its secretary, the day and year first above written.

THE CHAMPAIGN NATIONAL BANK As Trustee as aforesaid

By [Signature] VICE-PRESIDENT

Attest [Signature] SECRETARY

COUNTY OF CHAMPAIGN, SS. STATE OF ILLINOIS

I, Jaci L. Chancellor a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, THAT John W. Corley Vice-President of THE CHAMPAIGN NATIONAL BANK, and Jack Keller Secretary of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President and Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes therein set forth; and the said Secretary did also then and there acknowledge that said Secretary, as custodian of the corporate seal of said Company, did affix the said corporate seal of said Company to said instrument as said Secretary's own free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 28th day of October, 1975.

[Signature] Notary Public

PREPARED BY: Nolan C. Craver, Jr., Attorney, Box 310, Urbana, Ill. Send Tax Bill To: Louis Wozniak, 1 Rosewood, Urbana, Ill. 61801 FOR INFORMATION ONLY INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

RECEIVED JAN 07 2009 CHAMPAIGN CO. P & Z DEPARTMENT

This space for affixing riders and revenue stamps

Document Number

ALLONGE

A tract described as beginning on the South Line of the Southwest Quarter of Section 35, Township 21 North, Range 7 East of the Third Principal Meridian, 660 feet east of the Southwest Corner of said Section, running thence South $89^{\circ} 50'$ East on an assumed bearing on said South Line for a distance of 653.5 feet to the Northwest Corner of the East Half of Fractional Section 2, Township 20 North, Range 7 East of the Third Principal Meridian, thence South $0^{\circ} 07'$ East 1310 feet on the West Line of said East Half to the center of Sangamon River, thence easterly upstream along the center-line of said River to a point which is 351.1 feet east of said West Line, thence North $0^{\circ} 07'$ West 1515 feet to a point which is 180 feet north of said South Line of the Southwest Quarter of Section 35, thence North $71^{\circ} 55'$ West 551.21 feet, thence South $87^{\circ} 28'$ West 479.24 feet, and thence South 330 feet parallel with the West line of said Southwest Quarter of Section 35 to the place of beginning, encompassing approximately 17.60 acres, situated in the County of Champaign and State of Illinois.

Also, an appurtenant, non-exclusive driveway easement for ingress and egress and access for public utilities to said premises hereinabove described over the West 60 feet of the South Half of the Southwest Quarter of said Section 35, except the South 330 feet thereof and over a 60 foot wide strip described as follows: Beginning on the South Line of the Southwest Quarter of Section 35, Township 21 North, Range 7 East of the Third Principal Meridian, 660 feet east of the Southwest Corner of said Section, thence North 330 feet parallel with the West Line of said Southwest Quarter of Section 35, thence North $87^{\circ} 28'$ East 479.24 feet, thence South $71^{\circ} 55'$ East 551.21 feet to a point which is 180 feet north of said South Line of the Southwest Quarter of said Section for a place of beginning: thence North 60 feet, thence North $71^{\circ} 55'$ West 551.21 feet, thence South $87^{\circ} 28'$ West 479.24 feet, thence West parallel with the South Line of said Section 35, 660 feet more or less to the West line of said Section 35, thence South 60 feet to a point 330 feet North of the Southwest Corner of said Section, thence East parallel with South Line of said Section, 660 feet, thence North $87^{\circ} 28'$ East 479.24 feet, thence South $71^{\circ} 55'$ East 551.21 feet to the place of beginning, said easement to terminate as to ingress and egress when any public road is available for access to said premises.

I certify that the foregoing is the legal description of real estate conveyed by attached deed from The Champaign National Bank, as Trustee under Trust No. 032-621-005, to Louis Wozniak and Jo Ann Wozniak.

Dated this 28th day of October, 1975.

THE CHAMPAIGN NATIONAL BANK,
A CORPORATION OF ILLINOIS

By 

Vice-President

76R 9686

STATE OF ILLINOIS } 58
CHAMPAIGN COUNTY }

Filed for record in the Recorder's Office
of said county.

JUN 4 - 1976 - 3 00 PM

Recorded in Book

1082

by Records

on Page

531

Robert C. Martin

Recorder of Deeds

*\$6.00 Pl.
Robert Crover*

CASE NO. 635-AM-08

PRELIMINARY MEMORANDUM

January 9, 2009

Champaign
County
Department of



Petitioners: **Country Arbors, Inc.; P. Terence Cultra, President, and T. Shane Cultra, Vice President**

Request: Amend the Zoning Map to change the zoning district designation from the AG-1 Agriculture Zoning District to the AG-2 Agriculture Zoning District.

Site Area: **41.5 acres**

Location: An approximately 42 acre tract that is approximately the Southeast Quarter of the Southwest Quarter of Section 24 of Urbana Township and commonly known as Country Arbors Nursery, 1742 CR 1400N, Urbana.

Brookens
Administrative Center
1776 E. Washington Street
Urbana, Illinois 61802

Time Schedule for Development:
Immediate

(217) 384-3708
FAX (217) 328-2426

Prepared by: **J.R. Knight**
Associate Planner
John Hall
Zoning Administrator

BACKGROUND

In 1987, Co-petitioner P. Terence Cultra became co-owner, along with his brother, of Wandell Nurseries, a non-conforming use that pre-dated the adoption of the *Zoning Ordinance* on October 10, 1973. They renamed the business Country Arbors Nursery.

Staff and the owners of the subject property first discussed the property on September 20, 1988, and staff indicated that the use as it existed at that time could continue to be operated as a legally non-conforming use provided that no expansion took place. Staff also indicated that to properly authorize the existing business it should be rezoned to AG-2 and a Special Use Permit (SUP) for operating a "Garden Shop" be obtained.

Applications to rezone the entire subject property from AG-1 to AG-2 and for a SUP as a "Garden Shop" were submitted on September 23, 2008.

EXISTING LAND USE AND ZONING

Table 1 summarizes the land use and zoning on the subject property and adjacent to it.

Table 1. Land Use and Zoning In The Vicinity Of The Subject Property

Direction	Land Use	Zoning
Onsite	Country Arbors Nursery, Inc.	AG-1 Agriculture
North	Farmland	AG-1 Agriculture
East	Farmland	AG-1 Agriculture
West	Farmstead	AG-1 Agriculture
South	Farmland	AG-1 Agriculture

CONSIDERATIONS IN MAP AMENDMENTS

In addition to the relevant goals and policies, the following concerns are also standard considerations in any rural map amendment.

- **Street Access**
- **Traffic Conditions**
- **Natural Resource Report**
- **Flood Prone Area Designation**
- **Drainage Conditions**
- **Availability of Water and Sanitary Sewer**
- **Fire Protection**
- **Area, Height, & Placement Regulations**

POLICIES & GOALS WITHOUT CLEAR CONFORMANCE

The Draft Finding of Fact includes staff recommendation regarding the degree of conformance or achievement of certain policies and goals when the conformance or achievement is very clear. At this time, there are no goals and policies that do not have clear conformance.

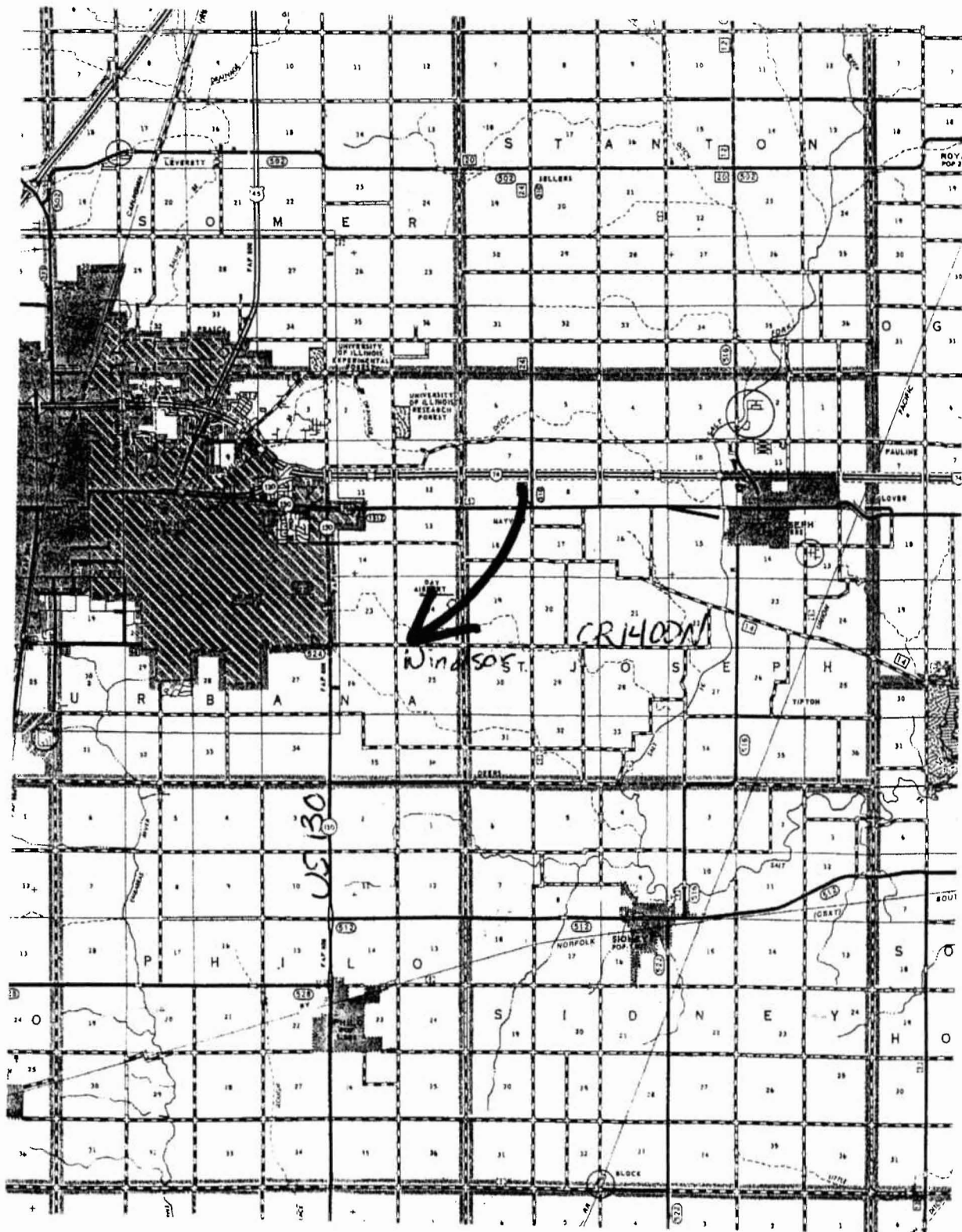
ATTACHMENTS

- A Case Maps for Cases 635-AM-08 and 636-S-08 (Location, Land Use, Zoning)
 - B Preliminary Finding of Fact for Case 635-AM-08
- (Also see the Preliminary Memorandum for Case 636-S-08 for other attachments)

ATTACHMENT A. LOCATION MAP

Cases 635-AM-08 and 636-S-08

JANUARY 9, 2009



Champaign
County
Department of

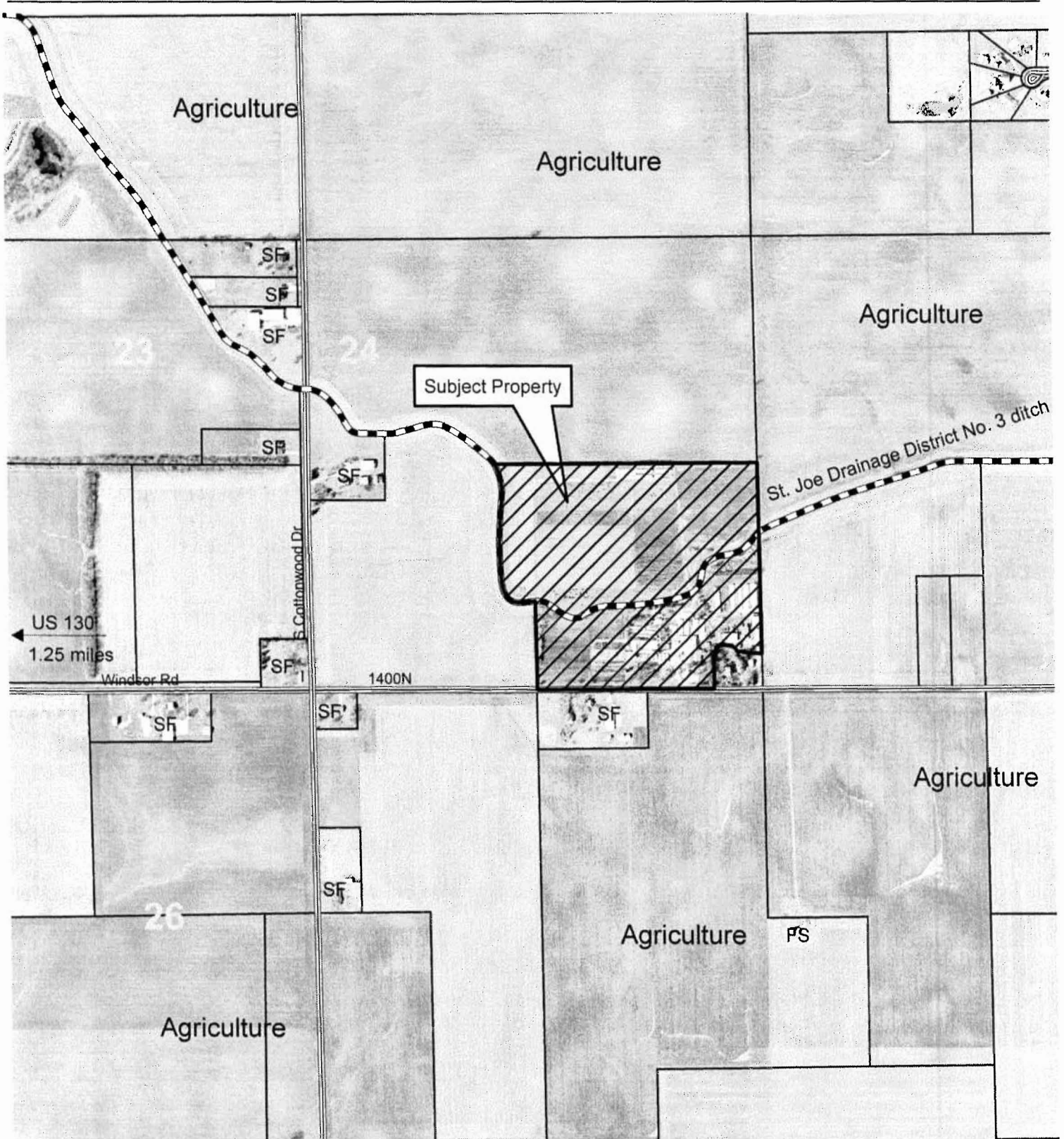
PLANNING &
ZONING


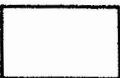
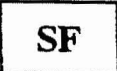
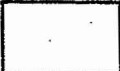

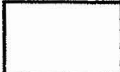


ATTACHMENT A. LAND USE MAP

Cases 635-AM-08 and 636-S-08

JANUARY 9, 2009

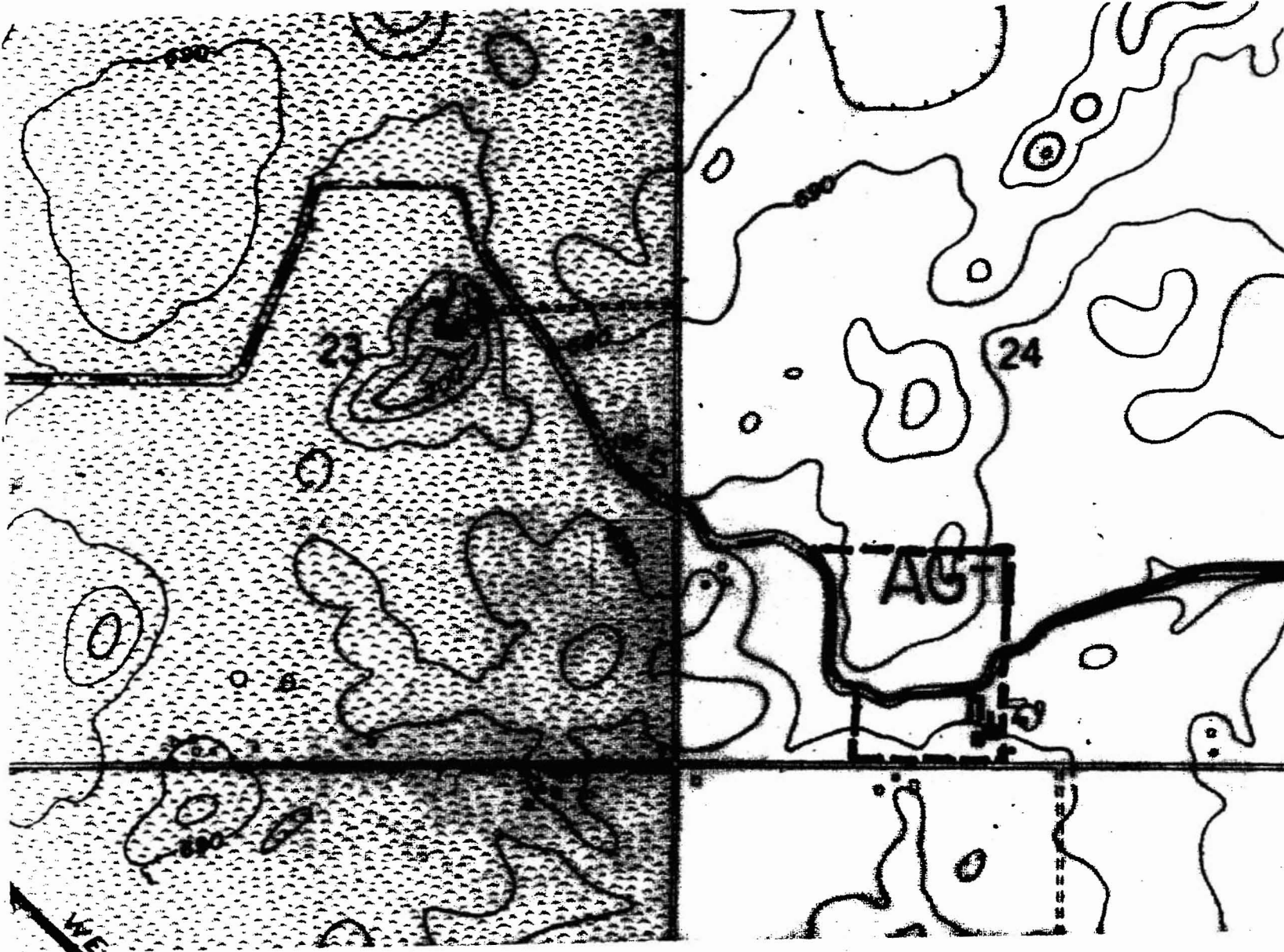


	Area of Concern	
	Single Family	
	Farmstead	



1 inch equals 800 feet

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Department of
**PLANNING &
ZONING**



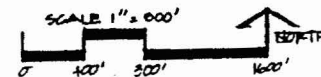
CHAMPAIGN CO. P & Z DEPARTMENT

RECEIVED
SEP 23 2008

KEY

- | | | | | |
|-----------------------------------|-----------------------------------|--------------------------------|---------------------------------|----------------------------|
| AG-1
Agriculture | R-1
Single Family
Residence | R-4
Multiple
Family Res. | B-2
Neighborhood
Business | B-5
Central
Business |
| AG-2
Agriculture | R-2
Single Family
Residence | R-5
Mobile Home
Park | B-3
Highway
Business | I-1
Light
Industry |
| CR
Conservation-
Recreation | R-3
Two-family
Residence | B-1
Rural Trade
Center | B-4
General
Business | I-2
Heavy
Industry |
| Area of Concern | | | | |

Champaign County
Department of
PLANNING & ZONING
1303 N. Cunningham Avenue
Urbana, Illinois
61801
Telephone: (217) 384-3708
FAX (217) 328-2426



ZONING

2

PRELIMINARY DRAFT

635-AM-08

**FINDING OF FACT
AND FINAL DETERMINATION
of
Champaign County Zoning Board of Appeals**

Final Determination: *{ RECOMMEND ENACTMENT / RECOMMEND DENIAL }*

Date: January 9, 2009

Petitioners: Country Arbors Nursery, Inc, P. Terence Cultra, President, and T. Shane Cultra, Vice President

Request: Amend the Zoning Map to change the zoning district designation from the AG-1 Agriculture Zoning District to the AG-2 Agriculture Zoning District

FINDING OF FACT

From the documents of record and the testimony and exhibits received at the public hearing conducted on **January 29, 2009**, the Zoning Board of Appeals of Champaign County finds that:

- *1. The petitioner, Country Arbors, Inc., owns the subject property. Co-petitioner P. Terence Cultra is the President of Country Arbors, Inc. Co-petitioner T. Shane Cultra is the Vice President of Country Arbors, Inc.
2. The subject property is an approximately 42 acre tract that is approximately the Southeast Quarter of the Southwest Quarter of Section 24 of Urbana Township and commonly known as Country Arbors Nursery, 1742 CR 1400N, Urbana. The legal description of the subject property is as follows:

Tract I:

That part of the Southwest Quarter of the Southwest Quarter of Section 24, Township 19 North, Range 9 East of the Third Principal Meridian, in Champaign County, Illinois, lying East of the current center line of the drainage ditch of District No. 3 of St. Joseph Township, Illinois.

Tract II:

The Southeast Quarter of the Southwest Quarter of Section 24, Township 19 North, Range 9 East of the Third Principal Meridian, in Champaign County, Illinois, EXCEPT a tract described as follows:

* Same evidence as in related Zoning Case 636-S-08

PRELIMINARY DRAFT

ITEM 2. CONTINUED

Beginning at an iron pipe survey monument found over a stone survey monument at the Southeast Corner of the Southwest Quarter of Section 24, Township 19 North, Range 9 East of the Third Principal Meridian, in Champaign County, Illinois; thence along the South line of the Southwest Quarter of said Section 24, on an assumed bearing of North 89 Degrees 33 Minutes 58 Seconds West, a distance of 284.79 feet, to an iron pipe survey monument set; thence North 00 degrees 16 Minutes 55 Seconds East, a distance of 83.50 feet, to an iron pipe survey monument set; thence, North 03 Degrees 57 Minutes 27 Seconds West, a distance of 100.02 feet, to an iron pipe survey monument set; thence, North 20 Degrees 23 Minutes 56 Seconds East, a distance of 68.00 feet, to an iron pipe survey monument set; thence, North 63 Degrees 49 Minutes 04 Seconds East, a distance of 15.00 feet, to an iron pipe survey monument set; thence, North 76 Degrees 24 Minutes 17 Seconds East, a distance of 23.01 feet, to an iron pipe survey monument set; thence, South 86 Degrees 00 Minutes 26 Seconds East, a distance of 30.01 feet, to an iron pipe survey monument set; thence, South 80 Degrees 41 Minutes 13 Seconds East, a distance of 23.00 feet, to an iron pipe survey monument set; thence, South 54 Degrees 16 Minutes 47 Seconds East, a distance of 23.00 feet, , to an iron pipe survey monument set; thence, South 37 Degrees 57 Minutes 07 Seconds East, a distance of 23.00 feet, to an iron pipe survey monument set; thence, North 89 Degrees 58 Minutes 56 Seconds East, a distance of 45.01 feet, to an iron pipe survey monument set; thence, South 52 Degrees 34 Minutes 27 Seconds East, a distance of 14.00 feet, to an iron pipe survey monument set; thence, South 87 Degrees 52 Minutes 41 Seconds East, a distance of 90.17 feet, to an iron pipe survey monument set on the East line of the Southeast Quarter of the Southwest Quarter of said Section 24; thence, South 00 Degrees 00 Minutes 48 Seconds East along the East line of the Southeast Quarter of the Southwest Quarter of Section 24, a distance of 211.99 feet, to the Point of Beginning, all situated in Champaign County, Illinois.

- *3. The subject property is located within the one and one-half mile extraterritorial jurisdiction of the City of Urbana. Municipalities with zoning have protest rights on all rezonings and they are notified of such cases.
4. Regarding comments by petitioners, when asked on the petition what error in the present Ordinance is to be corrected by the proposed change, the petitioners indicated the following:
 - “A. Wish to build commercial greenhouses – requires AG-2 zoning.**
 - B. Business growth has exceeded AG-1 minor business allowances, now requires AG-2 major business zoning.**
 - C. Interest in building AG-1 residential airport has been dropped.**
 - D. Future expansion will require AG-2 zoning (refer to Master Plan).”**
5. Regarding comments by the petitioners when asked on the petition what other circumstances justify the amendment the petitioners indicated the following:

ITEM 5. CONTINUED

“To not build the commercial greenhouses would have a negative impact upon local municipalities, universities, and park districts. See Attachment IV.”

GENERALLY REGARDING LAND USE AND ZONING IN THE IMMEDIATE VICINITY

- *6. Land use and zoning on the subject property and in the vicinity are as follows:
- A. The subject property is currently zoned AG-1 Agriculture and is in use as Country Arbors Nursery. The subject property is proposed to be rezoned to the AG-2 District in this case, and a portion of the subject property is proposed for a Special Use Permit (SUP) as a “Garden Shop” in related Case 636-S-08.
 - B. Land on all sides of the subject property is zoned AG-1 and is in use as farmland.
 - C. There is a small lot on the southeast corner of the subject property that is zoned AG-1 and is in use as a single family dwelling.

GENERALLY REGARDING THE EXISTING AND PROPOSED ZONING DISTRICTS

7. Regarding the existing and proposed zoning districts:
- A. Regarding the general intent of zoning districts (capitalized words are defined in the Ordinance) as described in Section 5 of the Ordinance:
 - (1) The AG-1 Agriculture DISTRICT is intended to protect the areas of the COUNTY where soil and topographic conditions are best adapted to the pursuit of AGRICULTURAL USES and to prevent the admixture of urban and rural USES which would contribute to the premature termination of AGRICULTURAL pursuits.
 - (2) The AG-2 Agriculture DISTRICT is intended to prevent scattered indiscriminate urban development and to preserve the AGRICULTURAL nature within areas which are predominately vacant and which presently do not demonstrate any significant potential for development. This DISTRICT is intended generally for application to areas within one and one-half miles of existing communities in the COUNTY.
 - B. Regarding the general locations of the existing and proposed zoning districts:
 - (1) The AG-1 District is generally located throughout the county in areas which have not been placed in any other Zoning Districts.
 - (2) The AG-2 District is generally a belt that surrounds the larger municipalities and villages.
 - C. Regarding the different uses that are authorized in the existing and proposed zoning districts by Section 5.2 of the Ordinance:
 - (1) There are 10 types of uses authorized by right in the AG-1 District and there are 12 types of uses authorized by right in the AG-2 District:
 - (a) The following 10 uses are authorized by right in both districts:
 - Single family dwellings;

PRELIMINARY DRAFT

ITEM 7.C.(1)(A) CONTINUED

- Subdivisions of three lots or less;
 - Agriculture;
 - Roadside Stand operated by Farm Operator;
 - Minor Rural Specialty Business;
 - Plant Nursery
 - Christmas Tree Sales Lot;
 - Off-premises sign within 660 feet of interstate highway;
 - Off-premises sign along federal highway except interstate highways; and
 - Temporary Uses
- (b) The following two uses are authorized by right in the AG-2 District but are not authorized by any means in the AG-1 District:
- Country club or golf course; and
 - Commercial breeding facility
- (2) There are 39 types of uses authorized by Special Use Permit (SUP) in the AG-1 District and 73 types of uses authorized by SUP in the AG-2 District:
- (a) The following 39 uses may be authorized by SUP in both districts:
- Hotel with no more than 15 lodging units;
 - Residential Planned Unit Development;
 - Major Rural Specialty Business;
 - Artificial lake of one or more acres;
 - Mineral extraction, quarrying, topsoil removal, and allied activities;
 - Elementary School, Junior High School, or High School;
 - Church, Temple, or church related temporary uses on church property;
 - Municipal or Government Building;
 - Adaptive Reuse of Government buildings for any use permitted by right;
 - Penal or correctional institution;
 - Police station or fire station;
 - Library, museum or gallery;
 - Public park or recreational facility;
 - Sewage disposal plant or lagoon;
 - Private or commercial transmission and receiving tower (including antennas) over 100 feet in height;
 - Radio or Television Station;
 - Electrical Substation;
 - Telephone Exchange;
 - Residential Airport;
 - Restricted Landing Area;
 - Heliport-Restricted Landing Areas
 - Farm Chemicals and Fertilizer Sales;
 - Livestock Sales Facility and Stockyards;
 - Slaughter Houses

ITEM 7.C.(2)(A) CONTINUED

- Grain Storage Elevator and Bins;
- Riding Stable;
- Commercial Fishing Lake;
- Cemetery or Crematory;
- Pet Cemetery;
- Kennel;
- Veterinary Hospital;
- Off-premises sign farther than 660 feet from an interstate highway;
- Contractors Facilities with no outdoor operations or storage;
- Contractor Facilities with outdoor operations and/or storage;
- Small Scale Metal Fabricating Shop;
- Gas Turbine Peaker;
- Wind Turbine (1-3 turbines);
- Sawmills, Planing Mills, and related activities; and
- Pre-Existing Industrial Uses (existing prior to October 10, 1973)

(b) The following 34 uses may be authorized by SUP in the AG-2 District, but are not authorized by any means in the AG-1 District:

- Two-family dwellings (duplexes);
- Home for the aged;
- Nursing Home;
- Travel Trailer Camp;
- Commercial Greenhouse;
- Greenhouse (not exceeding 1,000 square feet);
- Garden Shop;
- Water Treatment Plant;
- Public Fairgrounds;
- Motor Bus Station;
- Truck Terminal;
- Railroad Yards and Freight Terminals;
- Airport;
- Heliport/Helistop;
- Mortuary or Funeral Home;
- Roadside Produce Sales Stand;
- Feed and Grain (sales only);
- Artist Studio;
- Antique Sales and Service;
- Amusement Park;
- Resort or Organized Camp;
- Bait Sales;
- Country club Clubhouse;
- Lodge or private club;
- Outdoor commercial recreational enterprise;

PRELIMINARY DRAFT

ITEM 7.C.(2)(B) CONTINUED

- Private indoor recreational development;
- Public Camp or picnic area;
- Seasonal hunting or fishing lodge;
- Stadium or coliseum;
- Outdoor Theater;
- Aviation sales, service, or storage;
- Self-storage Warehouses, not providing heat and utilities to individual units;
- Landscape Waste Processing Facility; and
- Wood Fabricating Shop and Related Activities

GENERALLY REGARDING WHETHER THE SUBJECT PROPERTY IS WITHIN A MUNICIPAL ETJ AREA

9. Regarding any relevant municipal or township jurisdiction:
 - A. Amendments to the Champaign County Zoning Map can be protested by any zoned municipality within one-and-one-half miles of the subject property and/or the township in which the subject property is located if it has a township plan commission. In the event of either a municipal or township protest, a three-fourths majority of the County Board will be required to grant the rezoning request instead of a simple majority.
 - B. The subject property is located within the mile-and-a-half extraterritorial planning jurisdiction of the City of Urbana, which has a comprehensive Plan. The City has received notice of this request, and no comments have been received at this time.

REGARDING CHAMPAIGN COUNTY LAND USE GOALS AND POLICIES

10. The Land Use Goals and Policies were adopted on November 29, 1977, and were the only guidance for County Map Amendments until the Land Use Regulatory Policies-Rural Districts (LURP's) were adopted on November 20, 2001, as part of the Rural Districts Phase of the Comprehensive Zoning Review (CZR). The LURP's were amended September 22, 2005, but the amendment contradicts the current Zoning Ordinance and cannot be used in concert with the current Zoning Ordinance. The LURP's adopted on November 20, 2001, remain the relevant LURP's for discretionary approvals (such as map amendments) under the current Zoning Ordinance. The relationship of the Land Use Goals and Policies to the relevant LURP's is as follows:
 - A. Land Use Regulatory Policy 0.1.1 gives the Land Use Regulatory Policies dominance over the earlier Land Use Goals and Policies.
 - B. The Land Use Goals and Policies cannot be directly compared to the Land Use Regulatory Policies because the two sets of policies are so different. Some of the Land Use Regulatory Policies relate to specific types of land uses and relate to a particular chapter in the land use goals and policies and some of the Land Use Regulatory Policies relate to overall considerations and are similar to general land use goals and policies.

GENERALLY REGARDING POLICIES FOR AGRICULTURAL LAND USE

11. There are six policies related to agricultural land uses in the Land Use Goals and Policies. The agricultural land use policies are relevant because the property is proposed to be changed from the AG-1 District to the AG-2 District. The following agricultural land use policies do not appear to be relevant to any specific map amendment:
- A. Policy 1.1 of the Land Use Goals and Policies states that the Environmental and Land Use Committee will study the possibility of creating several agricultural districts which would provide one or more districts for agricultural uses, only, while other districts would permit limited non-agricultural uses.
 - B. Policy 1.3 of the Land Use Goals and Policies states that the Environment and Land Use Committee and the Board of Appeals will work towards applying the concepts of development rights transfer, planned unit development, cluster development and special use permits to insure, when and where necessary, that development of non-agricultural uses is compatible to adjacent agricultural activities.
 - C. Policy 1.4 of the Land Use Goals and Policies states that the Environment and Land Use Committee will examine the zoning classification of lands on the urban periphery for the possibility of rezoning lands from district classifications which encourage productive farming.
 - D. Policy 1.5 of the Land Use Goals and Policies states that the Environment and Land Use Committee and the County Board will encourage the development of tax assessment policies which will discourage the unnecessary conversion of agricultural land to non-agricultural uses.
 - E. Policy 1.6 of the Land Use Goals and Policies states that the Environment and Land Use Committee and the County Board will initiate a coordinated effort among local units of government to create uniform standards and procedures to review developments proposed for agricultural areas.
12. Policy 1.2 of the Land Use Goals and Policies states that the Board of Appeals and the County Board will restrict non-agricultural uses to non-agricultural areas or
- i. those areas served by:
 - adequate utilities
 - transportation facilities, and
 - commercial services or
 - ii. those areas where non-agricultural uses will not be incompatible with existing agricultural uses.
- A. The following policies relate to adequacy of utilities:
- (1) Policy 7.3 states that the County Board will encourage development only in areas where both sewer and water systems are available. In areas without public sewer and water systems, development may occur only if it is determined that individual septic systems can be installed and maintained in a manner which will not cause contamination of aquifers and groundwater and will not cause health hazards. Requests for development

PRELIMINARY DRAFT

ITEM 12.A.(1) CONTINUED

should demonstrate that wastewater disposal systems, water supply, fire and police protection are adequate to meet the needs of the proposed development.

- (2) Policy 7.3A states that new subdivisions and zoning changes should meet these (7.3 above) standards and will be considered where they are not in conflict with the goals and policies of this Plan.

B. The proposed map amendment **CONFORMS** to Policy 1.2 because of the following:

- (1) The existing business is a mix of agricultural and non-agricultural activities that benefit from proximity to other agricultural uses.
- (2) The adequacy of utilities and transportation facilities for the existing use on the subject property is reviewed in related Zoning Case 636-S-08, and special conditions required to ensure that there is no negative impact on the District have been proposed.

REGARDING GOALS FOR AGRICULTURAL LAND USES IN THE LAND USE GOALS AND POLICIES

13. The agricultural land use goals are relevant because the property is proposed to be changed from the AG-1 District to the AG-2 District. The first agricultural land use goal of the Land Use Goals and Policies is as follows:

Preservation and maintenance of as much agricultural land in food and fiber production as possible, and protection of these lands from encroachment by non-agricultural uses.

A. Based on the existing use the proposed map amendment **ACHIEVES** this goal because of the following:

- (1) It will allow an established use that is made up of a mix of agricultural and non-agricultural activities to continue to operate.
- (2) The AG-2 District is intended for application within one and one-half miles of existing communities in the county, and the subject property is within one and one-half miles of the City of Urbana.
- (3) The AG-2 District is also intended to prevent scattered indiscriminate urban development.

14. The second agricultural land use goal of the Land Use Goals and Policies is as follows:

Establishment of an agricultural land classification system based on productivity. Improvement of rural drainage systems.

This goal does not appear to be relevant to relevant to any specific map amendment.

REGARDING GENERAL LAND USE POLICIES

15. There are two general land use policies in the Land Use Goals and Policies. The second land use policy is not relevant to any specific map amendment.
16. The first general land use policy is the following:

The County Board, the Environmental and Land Use Committee and the Zoning Board of Appeals will follow the policies of:

- i. encouraging new development in and near urban and village centers to preserve agricultural land and open space;
- ii. optimizing the use of water, sewer, and public transportation facilities; and reducing the need for extending road improvements and other public services.

Based on the review of the relevant agricultural land use policies and goals, the proposed map amendment **CONFORMS** to this policy because the proposed rezoning is intended to allow an existing use that is made up of a mix of agricultural and non-agricultural activities to continue to operate on the urban periphery.

REGARDING GENERAL LAND USE GOALS

17. There are five general land use goals for all land use in the Land Use Goals and Policies. Three of the general land use goals are not relevant to the proposed map amendment for the following reasons:
- A. The first and fifth general land use goals are not relevant to any specific map amendment.
 - B. The second general land use goal is so generally stated that it is difficult to evaluate the degree of achievement by the proposed map amendment.
18. The third general land use goal is as follows:

Land uses appropriately located in terms of:

- i. utilities, public facilities,
- ii. site characteristics, and
- iii. public services.

The proposed map amendment **ACHIEVES** the third general land use goal based on the following:

- A. **CONFORMS** with Policy 1.2 related to utilities, public facilities, and public services (see item 12);
- B. The proposed rezoning **ACHIEVES** in regards to site characteristics based on the following:
 - (1) The AG-2 District is intended to apply to areas within one and one-half miles of existing communities and the subject property is within one and one-half miles of the City of Urbana, but the subject property is not currently zoned in the AG-2 District.

PRELIMINARY DRAFT

ITEM 18.B. CONTINUED

- (2) The subject property is located with the one and one half mile extraterritorial jurisdiction of the City of Urbana and can be located on the Future Land Use Map of the City of Urbana 2005 Comprehensive Plan. The subject property is located in the Future Planning Area which will be considered in a future update to the 2005 plan. It is currently indicated to be used as either Agriculture or no specific land use.

19. The fourth general land use goal is as follows:

Arrangement of land use patterns designed to promote mutual compatibility.

Overall the fourth general land use goal will **BE ACHIEVED** by the proposed map amendment based on conformance with the preceding policies or achievement of the preceding goals.

GENERALLY REGARDING COMPLIANCE WITH THE LAND USE REGULATORY POLICIES—RURAL DISTRICTS

20. The LURP's were originally adopted on November 20, 2001 as part of the Rural Districts Phase of the Comprehensive Zoning Review. The LURP's were amended September 22, 2005, but the amendment contradicts the current Zoning Ordinance and cannot be used in concert with the current Zoning Ordinance. The LURP's adopted on November 20, 2001, remain the relevant LURP's for discretionary approvals (such as map amendments) under the current Zoning Ordinance.

21. Regarding compliance with relevant Land Use Regulatory Policies (LURP's):

- A. LURP 1.4.1 states that non-agricultural land uses will not be authorized unless they are of a type not negatively affected by agricultural activities or else are located and designed to minimized exposure to any negative effect caused by agricultural activities.

The proposed rezoning **ACHIEVES** this policy because the AG-2 District is intended to allow an existing use that is made up of a mix of agricultural and non-agricultural activities to continue to operate. Compatibility of that use will be determined in related Zoning Case 636-S-08.

- B. LURP 1.4.2 states that non-agricultural land uses will not be authorized if they would interfere with farm operations or would damage or negatively affect the operation of agricultural drainage systems, rural roads or other agriculture-related infrastructure.

The proposed rezoning **ACHIEVES** this policy because the AG-2 District is intended to allow an existing use that is made up of a mix of agricultural and non-agricultural activities to continue to operate. Compatibility of that use will be determined in related Zoning Case 636-S-08.

- C. LURP 1.5.2 states that development that requires discretionary review will not be allowed on best prime farmland unless the site is well suited, overall, for the proposed land use.

The proposed rezoning **ACHIEVES** this policy because the proposed rezoning is for property that is well suited to the proposed use.

ITEM 21. CONTINUED

- D. LURP 1.5.3 states that development that requires discretionary review will not be allowed if the existing infrastructure, together with the improvements proposed, is inadequate to support the proposed development effectively and safely without undue public expense.

The proposed rezoning *ACHIEVES* this policy because the existing infrastructure is adequate to serve the proposed use.

- E. LURP 1.5.4 states that development that requires discretionary review will not be allowed if the available public services are inadequate to support the proposed development effectively and safely without undue public expense.

The proposed rezoning *ACHIEVES* this policy because the existing public services are adequate to serve the proposed use.

- F. LURP's 1.6.1 states that in all rural areas, businesses and other non-residential uses will be allowed if they support agriculture or involve a product or service that is provided better in a rural area than in an urban area.

The proposed rezoning *ACHIEVES* this policy because the existing use is made up of a mix of agricultural and non-agricultural activities that benefit from a rural location.

- G. LURP 1.6.2 states that on the best prime farmland, businesses and other non-residential uses will not be authorized if they take any best prime farmland out of production unless they also serve the surrounding agricultural uses or an important public need; and cannot be located in an urban area or on a less productive site; or the uses are otherwise appropriate in a rural area and the site is very well suited to them.

The proposed rezoning *ACHIEVES* this policy because the proposed use cannot be located in an urban area or on a less productive site; and the proposed use is appropriate in a rural area and the site is very well suited to it.

GENERALLY REGARDING ANALYSIS OF THE LASALLE FACTORS

22. In the case of *LaSalle National Bank of Chicago v. County of Cook* the Illinois Supreme Court reviewed previous cases and identified six factors that should be considered in determining the validity of any proposed rezoning. Those six factors are referred to as the *LaSalle* factors. Two other factors were added in later years from the case of *Sinclair Pipe Line Co. v. Village of Richton Park*. The *Champaign County Zoning Ordinance* does not require that map amendment cases be explicitly reviewed using all of the *LaSalle* factors but it is a reasonable consideration in controversial map amendments and any time that conditional zoning is anticipated. The proposed map amendment compares to the *LaSalle* and *Sinclair* factors as follows:

- A. **LaSalle factor: The existing uses and zoning of nearby property.**
(1) This property is surrounded by land principally used for farmland.

PRELIMINARY DRAFT

ITEM 22.A. CONTINUED

- (2) The only residential property that directly abuts the subject property is a single family dwelling at the southeast corner of the subject property. Both the existing use and the residential property are established uses with no apparent history of conflict.
- (3) The populated area closest to the subject property is the City of Rantoul, approximately one and one quarter-mile away.
- (4) The nature of the existing uses of nearby properties appears to be compatible with the AG-2, Agriculture Zoning District.

B. LaSalle factor: The extent to which property values are diminished by the particular zoning restrictions.

- (1) It is impossible to establish values without a formal real estate appraisal which has not been requested nor provided and so any discussion of values is necessarily general.
- (2) In regards to the value of nearby agricultural properties, it is not clear if the requested rezoning would have any effect as this property is mostly farmland as well.
- (3) In regards to the value of the subject property the proposed rezoning will have some impact on value. The proposed rezoning is intended to allow an existing use to continue to operate and grow at its current location.

C. LaSalle factor: The extent to which the destruction of property values of the plaintiff promotes the health, safety, morals, and general welfare of the public.

- (1) As reviewed above, there is no appraisal available as evidence of value and any discussion of value at this time can only be general in nature.
- (2) There is no evidence indicating that there will be any destruction of property values.

D. LaSalle factor: The relative gain to the public as compared to the hardship imposed on the individual property owner.

- (1) The proposed rezoning appears to create a mutually beneficial situation for the public and the property owner as the amount of land in the AG-2 District will be increased in an area where it is intended to apply and the property owner can continue to operate and grow their business at their current location.

E. LaSalle factor: The suitability of the subject property for the zoned purposes.

- (1) The subject property has been determined to be suited by the degree of conformance to various policies and the degree of achievement of various goals from the Land Use Goals and Policies and the Land Use Regulatory Policies – Rural Districts (see above).

ITEM 22. CONTINUED

- F. ***LaSalle* factor: The length of time the property has been vacant as zoned considered in the context of land development in the vicinity of the subject property.**
 - (1) The subject property has not been vacant, as it has been in use as Country Arbors Nursery for the past 22 years.

- G. ***Sinclair* factor: The need and demand for the use.**
 - (1) The existing business has operated in its current location for the past 22 years.

- H. ***Sinclair* factor: The extent to which the use conforms to the municipality's comprehensive planning.**
 - (1) The City of Urbana 2005 Comprehensive Plan Future Land Use Map indicates the subject property as part of the Future Planning Area that will be addressed in future updates to the 2005 Comp Plan.

DOCUMENTS OF RECORD

1. Application for Rezoning from Country Arbors, Inc. and P. Terence Cultra, with attachments:
 - A Petitioner's Attachment I. Legal Description and Deeds of subject property
 - B Petitioner's Attachment II. Copy of Section 5.2 of *Zoning Ordinance* Table of Authorized Uses
 - C Petitioner's Attachment III. Map of Generalized Zoning in Champaign County
 - D Petitioner's Attachment IV. Proposed Site Plan
 - E Petitioner's Attachment V. Country Arbors Nursery, Inc. 1991 Strategic Plan
 - F Petitioner's Attachment VI. Photographs and Plans of proposed greenhouse structures

2. Preliminary Memorandum for Case 635-AM-08, with attachments
 - A Case Maps for Cases 635-AM-08 and 636-S-08 (Location, Land Use, Zoning)
 - B Preliminary Finding of Fact for Case 635-AM-08(Also see the Preliminary Memorandum for Case 636-S-08 for other attachments)

FINAL DETERMINATION

Pursuant to the authority granted by Section 9.2 of the Champaign County Zoning Ordinance, the Zoning Board of Appeals of Champaign County determines that:

The Map Amendment requested in **Case 635-AM-08** should *{BE ENACTED/NOT BE ENACTED}* by the County Board.

The foregoing is an accurate and complete record of the Findings and Determination of the Zoning Board of Appeals of Champaign County.

SIGNED:

Debra Griest, Chair
Champaign County Zoning Board of Appeals

ATTEST:

Secretary to the Zoning Board of Appeals

Date

CASE NO. 636-S-08

PRELIMINARY MEMORANDUM

January 9, 2009

Champaign
County
Department of



Petitioners: **Country Arbors Nursery, Inc, P. Terence Cultra, President, and T. Shane Cultra, Vice President**

Request: **Authorize the construction and use of a "Garden Shop" as a Special Use in the AG-2 Agriculture Zoning District**

Site Area: **8.5 acres**

Location: **The southern 8.5 acres of an approximately 42 acre tract that is approximately the Southeast Quarter of the Southwest Quarter of Section 24 of Urbana Township and commonly known as Country Arbors Nursery, 1742 CR 1400N, Urbana.**

Brookens
Administrative Center
1776 E. Washington Street
Urbana, Illinois 61802

Time Schedule for Development:
Immediate

(217) 384-3708

FAX (217) 328-2426

Prepared by: **J.R. Knight**
Associate Planner
John Hall
Zoning Administrator

BACKGROUND

For the background of this case see the Preliminary Memorandum for related Zoning Case 635-AM-08.

EXTRATERRITORIAL JURISDICTION

The subject property is within the one and one-half mile extraterritorial jurisdiction (ETJ) of the City of Urbana. Municipalities are notified of Special Use cases, but they do not have any protest rights, however they are invited to give comments. No comments have been received to date.

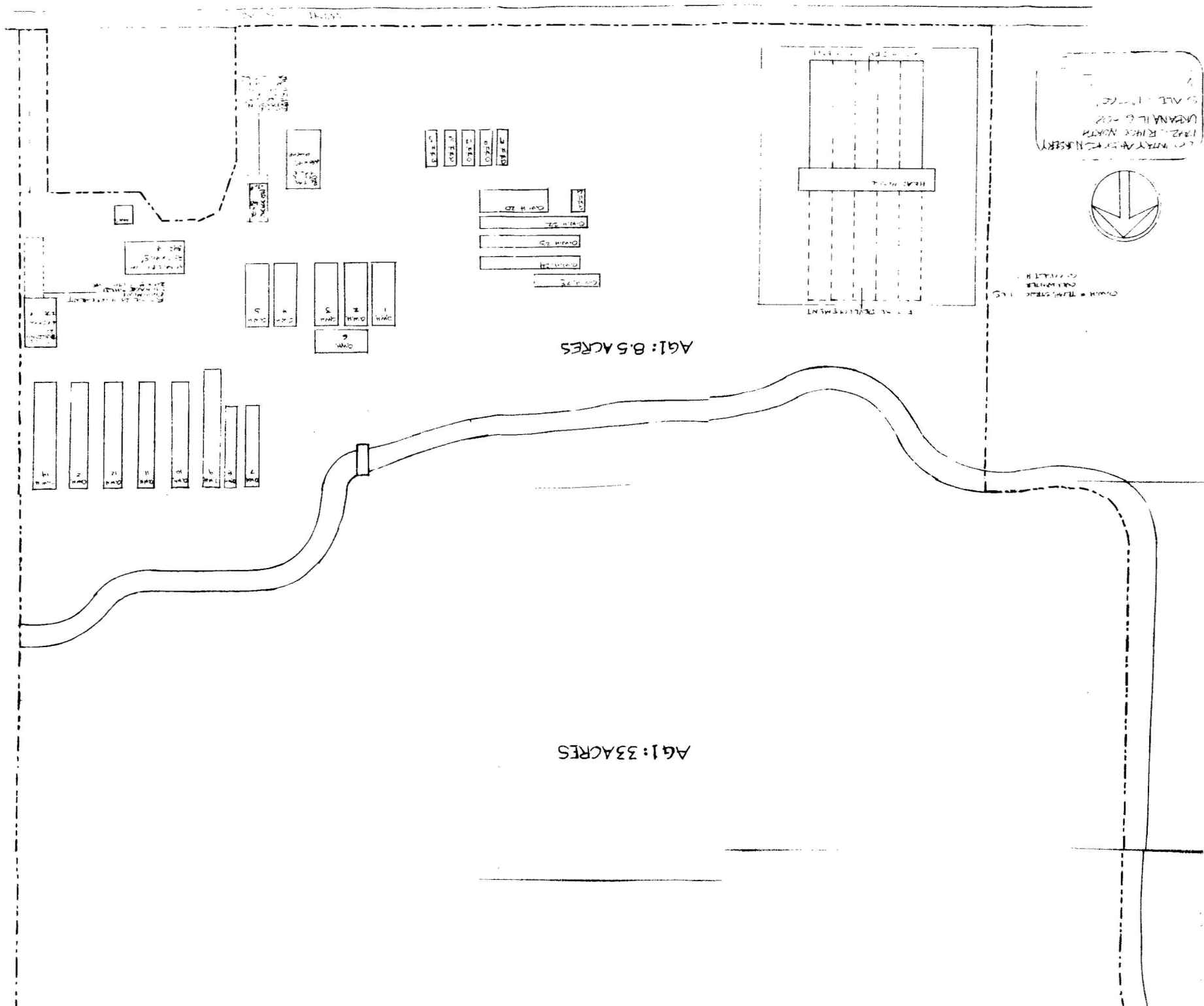
EXISTING LAND USE AND ZONING

Table 1. Land Use and Zoning in the Vicinity

Direction	Land Use	Zoning
Onsite	Country Arbors Nursery, Inc.	AG-1 Agriculture
North	Farmland	AG-1 Agriculture
East	Farmland	AG-1 Agriculture
West	Farmstead	AG-1 Agriculture
South	Farmland	AG-1 Agriculture

ATTACHMENTS

- A Proposed site plan received on September 23, 2008
- B Petitioner's Attachment II Fixed Structures on Property, received on September 23, 2008
- C Petitioner's Attachment III Letter from Rick Carr, Urbana Park District, received on September 23, 2008
- D Petitioner's Attachment IV Country Arbors Nursery, Inc. 1991 Strategic Plan, received on September 23, 2008
- E IDOT Traffic Map of vicinity of subject property
- F Preliminary Draft Summary of Evidence for Case 636-S-08



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CHAMPAIGN CO. P & Z DEPARTMENT

FIXED STRUCTURES ON PROPERTY - ATTACHMENT II

<u>NAME OF BUILDING</u>	<u>SIZE</u>	<u>SQUARE FEET</u>	<u>COMMENT</u>
RETAIL SALES CENTER (01)	64' x 45'	2,880 S.F.	Pole Construction - Good Condition

Two large selling offices, one managers office, three medium offices and one small office. Three bathrooms. Building is heated (gas) and air conditioned. The front 64' feet of the building has a 64'x15' enclosed area (50% shade) for selling. Off the north end of the building, there is 18'x22' enclosed porch of the same design. The porch has a cement floor. Off the porch there is a 18'x 90' selling area of the same design, which L's off West for an additional 18'x90' of enclosed selling area.

GARAGE I (02)	48'X26.5"	1,272 S.F.	Frame - Poor Condition, Not Used
----------------------	-----------	------------	----------------------------------

One large room. Built as garage, currently used as a storage area. (WILL BE TORN DOWN AND REPLACED WHEN REVENUE FLOW ALLOWS).

GARAGE II (03)	22.25'x23'	1,014 S.F.	Frame - Poor Condition. Not Used
-----------------------	------------	------------	----------------------------------

White frame garage which is not used, it is kept for historical value only. The oldest building on the property. Probably was the initially a horse barn or carriage house for the original house which does not stand anymore. Beautifully built, has the original tin roof and magnificent timbers inside. Historically significant and must be maintained. Currently in very poor condition, IT WILL BE REPAIRED ON AN ONGOING BUSINESS AS REVENUE FLOW ALLOWS).

MORTON PLANT WET SHED (04)	80.5'x42.5'	3,421 S.F.	Morton - Good Condition
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Large metal, Morton building with cement floor and drains. Built for the storage of bare root nursery stock. Fully insulated for the winter storage of nursery stock. Has parts room and small office. Not heated. Has water and 220 wiring for heavy duty electric equipment. Attached 12'x16' lubricants storage shed with spill control cement floor. Currently used as shop and for equipment storage.

MORTON EQUIPMENT SHED (05)	24'x80'	1,920 S.F.	TO BE BUILT - FUTURE EXPANSION
-----------------------------------	---------	------------	--------------------------------

Need to build a building for storage of field production and landscape equipment. Currently a lean to which is in poor condition. (WILL BE BUILT WHEN REVENUE FLOW ALLOWS.)

PLANT PROCESSING SHED (06)	64.5'x42'	2,709 S.F.	Morton - Good Condition
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Large metal, Morton building with 65% cement floor and 35% dirt floor (potting/production area). Built as a potting/production shed. Not heated. Water and regular electricity, building is fully insulated. Has small, insulated refrigerated cooler for nursery stock storage. Has small office in the Southwest corner. Office has regular door entry, production area has a large sliding door on the North side which accomodates a Semi. Additional large sliding door on the West side which accomodates a tractor or two ton truck.



Urbana Park District

Planning and Operations / 901 N Broadway / Urbana, IL 61801
Phone 217.344.9583 / Fax 217.344.9585 / www.urbanaparks.org



Attachment III

September 18, 2008

Champaign County Zoning and Planning Board

To whom it may concern:

Over the course of the last two years, the Urbana Park District has come to depend on Country Arbors to supply a portion of its annual and perennial plant material. While Country Arbors is not our sole supplier, local economic conditions suggest that we will count on them to grow an increasingly larger share of our material, specifically our annual flowers, in the future.

We are currently in the process of finalizing our flower order for the 2009 growing season. Aware that the production season begins, depending on the variety, as early as November, the Urbana Park District would be negatively impacted if the proposed construction of Country Arbors' new greenhouses was delayed.

The timing of your decision greatly affects Country Arbors and ultimately affects the Urbana Park District and the citizens that it serves.

Thank you, in advance, for your timely consideration of this matter.

Sincerely,

Randy Hauser

Rick Carr
Randy Hauser
Urbana Park District

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CHAMPAIGN CO. P & Z DEPARTMENT

COUNTRY ARBORS NURSERY, INC.

1742 County Road 1400 North
Urbana, IL 61802

Attachment
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1991 STRATEGIC PLAN
Section V - Property Use

CHAMPAIGN CO. P & Z DEPARTMENT

LAND USE DEVELOPMENT OBJECTIVE

As stated in the Company Mission Statement, Section I, it is the intent of Country Arbors Nursery, Inc. to develop a fully integrated, synergistic nursery production operation which grows the fullest line of green product possible, then distributes it to the end user.

Production (types of production) is defined to mean field growing, container growing and greenhouse growing. Production (product production) is defined to mean annuals, perennials, trees shrubs, evergreens, groundcover and vines and other miscellaneous product items.

Distribution is defined to mean the facility, sales channels and support structures required to move product through the stages of nursery production to end user.

End user is defined to mean, successively, the Retail Customer, the Landscape Contractor and, at a later date, the Wholesale Customer.

There are key tenets which must be followed during the achievement of the stated objective as well as the maintenance of the understanding of what land stewardship is. An overview of, but not limited to how this development must be accomplished is as follows.

LAND USE

The property owned at 1742 County Road, Urbana, Illinois by Country Arbors Nursery, Inc. will be used for the production and sales of nursery stock. The back field, approximately 32 acres will be used for container and in field production (during the development years). The front field, approximately 8 acres will be of mixed use as a Distribution Center which will sell the product we grow, with any excess land not being required for this purpose, used for growing in ground nursery stock.

As the business expands it is our intent to keep all greenhouse and nursery container production at the Urbana location. Doing this will be contingent upon available water, proper zoning and our ability to develop a long term relationship with the county of Champaign and City of Urbana in which each perceives the other as being a major positive, synergistic contributor towards the goals and objectives of the other. In ground field production will continue to be expanded at the Urbana facility for as long as is possible, contingent upon our ability to purchase additional land contiguous to the current property. If this is not possible then an additional facility will need to be developed at another location which meets our expansion requirements.

BALANCING LAND USE AND THE ENVIRONMENT

The growth and expansion of Country Arbors Nursery, Inc. must be done in conjunction with the needs and requirements of the land owned. It cannot, should not and will not be done at the expense of the land, community or county objectives. Key beliefs towards achieving this are as follow.

- Support, promote and meet the long term zoning and land use requirements and objectives of Champaign County. Where possible and financially prudent, exceed their requirements and expectations.
- The existing Arboretums may not be removed. Over time they are to be expanded to include all land which cannot be used for growing, shelter belts, wildlife habitats or Retail Operations.
- Shelter belts are to be built on all sides of the front acreage in such a manner as to emulate the appearance of a large garden to passersby and customers. The primary objective to have all individuals who view the Retail Garden Center operation, from either the road or on the lot, to think "beauty", not "business". Once created, these should not be removed.

- Develop and maintain 20' to 40' shelter belts around the entire back property which consists of tall grasses to provide pheasants, doves, quail and other wildlife a winter refuge. Once created, these should not be removed.
- Maintain and manage all property and facilities properly. Be both environmentally and quality conscious. The property and its buildings should always be recognized as a reflection of your personal pride and beliefs.

STATEMENT OF STEWARDSHIP

My forefathers have been nurserymen in Illinois since 1865 and have derived their livelihoods from the soil while always believing, as I believe, any successes we have had are but for the Grace of God and the bountiful resources he has provided us with here upon Earth. Each generation is therefore only a steward of the land he manages during his lifetime and has an obligation to future generations to manage the land in a manner which will enable them to reap equal or greater benefits from it.

Respect of the land is the first and foremost tenet relative to the success of our company. Respect the land, use it properly and success will follow. Never allow the motive of profit to impair the proper balance between business and land use. Always remember our occupation is a noble one and those who follow the tenets of the land properly will always be rewarded far in excess of others who do not.


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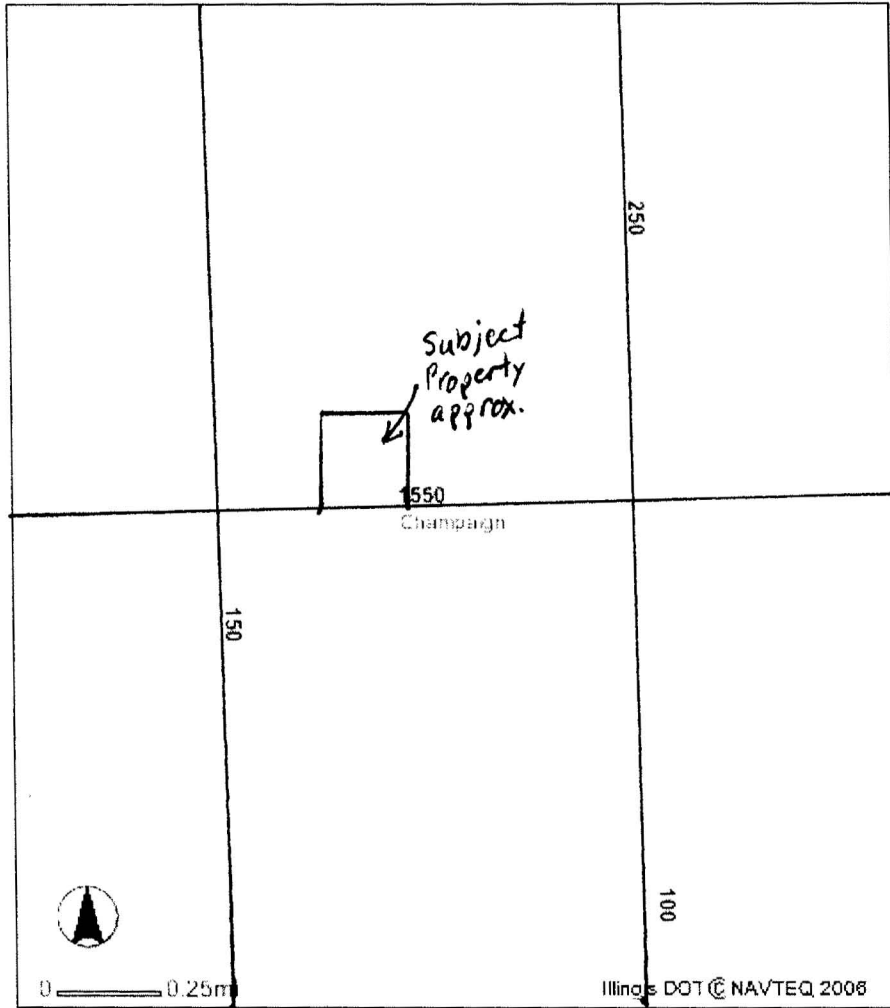
SEP 23 2008

CHAMPAIGN CO. P & Z DEPARTMENT



Illinois Department of Transportation

 Send to printer



Date: 1/9/2009

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Illinois Department of Transportation
2300 S. Dirksen Pky
Springfield, IL 62764

PRELIMINARY DRAFT

636-S-08

**SUMMARY OF EVIDENCE, FINDING OF FACT
AND FINAL DETERMINATION
of
Champaign County Zoning Board of Appeals**

Final Determination: { ***GRANTED / GRANTED WITH CONDITIONS / DENIED*** }

Date: January 9, 2009

Petitioners: Country Arbors Nursery, Inc, P. Terence Cultra, President, and T. Shane Cultra, Vice President

Request: Authorize the construction and use of a "Garden Shop" as a Special Use in the AG-2 Agriculture Zoning District

SUMMARY OF EVIDENCE

From the documents of record and the testimony and exhibits received at the public hearing conducted on **January 15, 2009**, the Zoning Board of Appeals of Champaign County finds that:

- *1. The petitioner, Country Arbors, Inc., owns the subject property. Co-petitioner P. Terence Cultra is the President of Country Arbors, Inc. Co-petitioner T. Shane Cultra is the Vice President of Country Arbors, Inc.
2. The subject property is the southern 8.5 acres of an approximately 42 acre tract that is approximately the Southeast Quarter of the Southwest Quarter of Section 24 of Urbana Township and commonly known as Country Arbors Nursery, 1742 CR 1400N, Urbana.
- *3. The subject property is located within the one and one-half mile extraterritorial jurisdiction of the City of Urbana. Municipalities with zoning have protest rights on all rezonings and they are notified of such cases.

GENERALLY REGARDING LAND USE AND ZONING IN THE IMMEDIATE VICINITY

- *4. Land use and zoning on the subject property and in the vicinity are as follows:
 - A. The subject property is currently zoned AG-1 Agriculture and is in use as Country Arbors Nursery. The subject property is proposed for a Special Use Permit (SUP) as a "Garden Shop" in this case, and the larger lot that includes the subject property is proposed to be rezoned to the AG-2 District in related Case 635-AM-08.
 - B. Land on all sides of the subject property is zoned AG-1 and is in use as farmland.

*Same evidence as in related Zoning Case 636-AM-08

PRELIMINARY DRAFT

- C. There is a small lot on the southeast corner of the subject property that is zoned AG-1 and is in use as a single family dwelling.

GENERALLY REGARDING THE PROPOSED SPECIAL USE

5. Regarding the proposed site plan and operations of Country Arbors Nursery, Inc.:
- A. Regarding the history of the subject property:
- (1) Wandell Nurseries was established on the subject property sometime prior to the adoption of the *Zoning Ordinance* on October 10, 1973.
 - (2) The subject property and the nonconforming business were purchased by Shane Cultra and P. Terence Cultra and renamed Country Arbors Nursery in 1987.
 - (3) Shane Cultra met with Planning and Zoning staff in September 1988 to discuss expansion of the business. Staff advised him that the business could be expanded by rezoning to AG-2 and obtaining a Special Use Permit for a "Garden Shop."
 - (4) Co-petitioner T. Shane Cultra applied for a rezoning to AG-2 and a SUP as a "Garden Shop" on September 23, 2008.
- B. Regarding the site plan for the proposed "Garden Shop:"
- (1) The "Garden Shop" area will only occupy the 8.5 acres south of the St. Joe Drainage District No.3 ditch that bisects the 41.5 acre lot that makes up Country Arbors Nursery.
 - (2) There are 25 Overwinter Houses currently in use, which are described on the site plan as temporary structures. They are Quonset hut frames with plastic over them. These structures are considered agricultural in nature.
 - (3) There are a number of permanent structures on the subject property, as follows:
 - (a) A building which serves as a Retail Sales Center/Office space of 2880 square in area with no proposed expansion.
 - (b) A garage located behind the Retail/Office building of 1272 square feet in area, which is proposed to be expanded, and converted into a Employees Facility.
 - (c) A 3421 square foot storage building further east of the Retail/Office building, with no proposed expansion.
 - (d) Another storage building near the east property line, 2709 square feet in area, which is proposed to be expanded, with an equipment storage building. The existing building is nonconforming with regard to the side yard, but the proposed expansion could not take place in that location without obtaining a variance.
 - (e) A second garage, south of the larger storage building.

- (f) A bridge on the drainage ditch that appears in the 1972 aerial photographs
- (4) What appears to be a large greenhouse that will be constructed in two phases near the west property line. The southern half of the structure and the headhouse are indicated as 2008 development, however, they have not been constructed to date.

GENERALLY REGARDING SPECIFIC ORDINANCE REQUIREMENTS

- 6. Regarding authorization for a “Garden Shop” as a Special Use in the CR Zoning District in the *Zoning Ordinance*:
 - A. Section 5.2 authorizes a “Garden Shop” as a Special Use in the AG-2 District and by-right in the B-2, B-3, B-4, and B-5 Districts.
 - B. Section 6.1.3 establishes standard conditions for specific types of Special Use Permits, but no standard conditions are listed for “Garden Shops.”
 - C. The following definitions from the *Zoning Ordinance* are especially relevant to the requested Special Use Permit (capitalized words are defined in the Ordinance):
 - (1) “AREA, LOT” is the total area within the LOT LINES.
 - (2) “LOT” is a designated parcel, tract or area of land established by PLAT, SUBDIVISION or as otherwise permitted by law, to be used, developed or built upon as a unit.
 - (3) “PREMISES” are a LOT or tract of land and any STRUCTURE located thereon.
 - (4) “SPECIAL CONDITION” is a condition for the establishment of the SPECIAL USE.
 - (5) “SPECIAL USE” is a USE which may be permitted in a DISTRICT pursuant to, and in compliance with, procedures specified herein.
 - (6) “STRUCTURE, MAIN or PRINCIPAL” is the STRUCTURE in or on which is conducted the main or principal USE of the LOT on which it is located.
 - D. Section 9.1.11 requires that a Special Use Permit shall not be granted by the Zoning Board of Appeals unless the public hearing record and written application demonstrate the following:
 - (1) That the Special Use is necessary for the public convenience at that location;
 - (2) That the Special Use is so designed, located, and proposed as to be operated so that it will not be injurious to the DISTRICT in which it shall be located or otherwise detrimental to the public welfare;
 - (3) That the Special Use conforms to the applicable regulations and standards of and preserves the essential character of the DISTRICT in which it shall be located, except where such regulations and standards are modified by Section 6.

*Same evidence as in related Zoning Case 635-AM-08

PRELIMINARY DRAFT

- (4) That the Special Use is in harmony with the general purpose and intent of this ordinance.
 - (5) That in the case of an existing NONCONFORMING USE, it will make such USE more compatible with its surroundings.
- E. Paragraph 9.1.11.D.2. states that in granting any SPECIAL USE permit, the BOARD may prescribe SPECIAL CONDITIONS as to appropriate conditions and safeguards in conformity with the Ordinance. Violation of such SPECIAL CONDITIONS when made a party of the terms under which the SPECIAL USE permit is granted, shall be deemed a violation of this Ordinance and punishable under this Ordinance.

GENERALLY REGARDING WHETHER THE SPECIAL USE IS NECESSARY FOR THE PUBLIC CONVENIENCE AT THIS LOCATION

7. Generally regarding the *Zoning Ordinance* requirement that the proposed Special Use is necessary for the public convenience at this location:
- A. The Petitioner has testified on the application, **“A. Customer demand has resulted in our outgrowing our AG-1, Minor Business Zoning. B. Business demand requires the addition of a commercial greenhouse. C. Re-zoning to AG-2, Major Business addresses these needs (See Attachment III).**
 - B. The proposed Special Use is an established business that has been in operation for more than 35 years.

GENERALLY REGARDING WHETHER THE SPECIAL USE WILL BE INJURIOUS TO THE DISTRICT OR OTHERWISE INJURIOUS TO THE PUBLIC WELFARE

8. Generally regarding the *Zoning Ordinance* requirement that the proposed Special Use be designed, located, and operated so that it will not be injurious to the District in which it shall be located, or otherwise detrimental to the public welfare:
- A. The Petitioner has testified on the application, **“See attachment IV. See attachment V. See Master Plan.”**
 - B. Regarding surface drainage:
 - (1) The St. Joseph #3 Drainage District ditch flows through the subject property and it appears to drain to that ditch.
 - (2) The existing amount of impervious area on the subject property does not trigger any requirement for stormwater detention under the *Champaign County Stormwater Management Policy*. However, the proposed future development of a large greenhouse on the subject property may trigger the need for stormwater detention.
 - (3) Notice was sent to the St. Joseph #3 Drainage District, but no comments have been received to date.

- C. The subject property is located on CR 1400N, one-quarter mile from the intersection with Cottonwood Road and 1.25 miles from US 130. The subject property is accessed from CR 1400N on the south side of the property. Regarding the general traffic conditions on CR 1400N at this location and the level of existing traffic and the likely increase from the proposed Special Use:
- (1) The Illinois Department of Transportation measures traffic on various roads throughout the County and determines the annual average 24-hour traffic volume for those roads and reports it as Average Daily Traffic (ADT). The most recent ADT data, in the vicinity of the subject property, is from 2006, as follows:
 - (a) Along CR 1400N where it passes the subject property the ADT is 1550 trips.
 - (b) The existing business has been in operation for the last 22 years, so the 2006 ADT already takes into account the average impact of the use on traffic in the area. However, the intent of the proposed Special Use Permit is to grow the existing business thus increasing the ADT. It is difficult to estimate the extent of the increase that would result.
 - (2) The Illinois Department of Transportation's *Manual of Administrative Policies of the Bureau of Local Roads and Streets* are general design guidelines for local road construction using Motor Fuel Tax funding and relate traffic volume to recommended pavement width, shoulder width, and other design considerations. The *Manual* indicates the following pavement widths for the following traffic volumes measured in Average Daily Traffic (ADT):
 - (a) A local road with a pavement width of 16 feet has a recommended maximum ADT of no more than 150 vehicle trips.
 - (b) A local road with a pavement width of 18 feet has a recommended maximum ADT of no more than 250 vehicle trips.
 - (c) A local road with a pavement width of 20 feet has a recommended maximum ADT between 250 and 400 vehicle trips.
 - (d) A local road with a pavement width of 22 feet has a recommended maximum ADT of more than 400 vehicle trips.
 - (e) The Illinois Department of Transportation's *Manual of Administrative Policies of the Bureau of Local Roads and Streets* general design guidelines also recommends that local roads with an ADT of 400 vehicle trips or less have a minimum shoulder width of two feet.
 - (3) The width of CR 1400N was measured from the 2008 GIS aerial photograph to be approximately 25 feet wide.

*Same evidence as in related Zoning Case 635-AM-08

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- (4) The Township Road Commissioner has been notified of this case, but no comments have been received at this time.
- D. Regarding fire protection of the subject property, the subject property is within the protection area of the Philo Fire Protection District and is located approximately seven road miles from the fire station. The Fire Protection District Chief has been notified of this request, but no comments have been received at this time.
- E. The subject property does not appear to be located within a Special Flood Hazard Area.
- F. Regarding outdoor lighting on the subject property, there is no information on the current site plan regarding outdoor lighting for any purpose. According to the current hours of operation listed on the company's website the business closes between 4:30 and 6:00 PM on business days, making outdoor lighting unnecessary.
- G. Regarding subsurface drainage, the site plan does not contain any information regarding agricultural field tile. However, there is no construction proposed on any part of the property currently in agricultural production.
- H. Regarding wastewater treatment and disposal on the subject property, the existing business is served by an existing septic system.
- I. Other than as reviewed elsewhere in this Summary of Evidence, there is no evidence to suggest that the proposed Special Use will generate either nuisance conditions such as noise, vibration, glare, heat, dust, electromagnetic fields or public safety hazards such as fire, explosion, or toxic materials release, that are in excess of those lawfully permitted and customarily associated with other uses permitted in the zoning district.

GENERALLY REGARDING WHETHER THE SPECIAL USE CONFORMS TO APPLICABLE REGULATIONS AND STANDARDS AND PRESERVES THE ESSENTIAL CHARACTER OF THE DISTRICT

9. Generally regarding the *Zoning Ordinance* requirement that the proposed Special Use conform to all applicable regulations and standards and preserve the essential character of the District in which it shall be located, except where such regulations and standards are modified by Section 6 of the Ordinance:
 - A. The Petitioner has testified on the application, **"See Attachment V."**
 - B. Regarding compliance with the *Zoning Ordinance*:
 - (1) The existing storage building near the east property line appears to be less than the required side yard of 10 feet in the AG-2 District. Staff consulted the Supervisor of Assesment's 1972 aerial photograph and the structure appears to be nonconforming. However, the equipment shed labeled as future development just south of the existing structure could not be constructed at that location without obtaining a variance.
 - (2) Regarding parking on the subject property, there is an existing parking area on the subject property near the Retail/Office Space.

- C. Regarding compliance with the *Stormwater Management Policy*:
- (1) Regarding the requirement of stormwater detention:
 - (a) Paragraph 4.3A.5. of the *Stormwater Management Policy* states that no stormwater detention is required on lots more than 6.25 acres in area if that the total amount of impervious area is not greater than 16% of the total lot area, provided that no part of the lot contains more than one acre of impervious area within a rectangular area of 90,000 square feet with a minimum dimension of 150 feet.
 - (b) The total impervious area from existing structures on the site plan appears to be approximately 14,000 square feet. However, this is a very rough estimate.
 - (c) The first phase of the proposed large greenhouse appears to contain at least 27,000 square feet of impervious area. When combined with the existing buildings it does not appear to trigger the need for stormwater management. However, when the second phase of the greenhouse is constructed the subject property will likely exceed both the limit on one acre within 90,000 square feet and the 16% limit on the 8.5 acres, which is approximately 59,000 square feet.
 - (2) Regarding the requirement to protect agricultural field tile, there is no construction proposed on any of the land currently in agricultural production.
- D. Regarding the Special Flood Hazard Areas Ordinance and Subdivision Regulations:
- (1) The subject property does not appear to be located in a Special Flood Hazard Area.
 - (2) The subject property complies with the Subdivision Regulations.
- E. Regarding the requirement that the Special Use preserve the essential character of the AG-2 Zoning District, the subject property is located within one and one half miles of the City of Urbana municipal boundary. The proposed Special Use Permit is for a use that contains a mix of agricultural and non-agricultural activities.
- F. The proposed Special Use must comply with the Illinois Accessibility Code which is not a County ordinance or policy and the County cannot provide any flexibility regarding that Code. A Zoning Use Permit cannot be issued for any new part of the proposed Special Use until compliance with the Illinois Accessibility Code has been indicated in drawings. There is no indication of handicapped accessibility on the current site plan.
- G. Regarding life safety considerations related to the proposed Special Use:
- (1) Champaign County has not adopted a building code. Life safety considerations are considered to a limited extent in Champaign County land use regulation as follows:
 - (a) The Office of the State Fire Marshal has adopted the Code for Safety to Life from Fire in Buildings and Structures as published by the National Fire Protection Association (NFPA 101) 2000 edition, Life Safety Code, as the code for Fire

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Prevention and Safety as modified by the Fire Prevention and Safety Rules, 41 Ill. Adm Code 100, that applies to all localities in the State of Illinois.

- (b) The Office of the State Fire Marshal is authorized to enforce the Fire Prevention and Safety Rules and the code for Fire Prevention and Safety and will inspect buildings based upon requests of state and local government, complaints from the public, or other reasons stated in the Fire Prevention and Safety Rules, subject to available resources.
- (c) The Office of the State Fire Marshal currently provides a free building plan review process subject to available resources and subject to submission of plans prepared by a licensed architect, professional engineer, or professional designer that are accompanied by the proper Office of State Fire Marshal Plan Submittal Form.
- (d) Compliance with the code for Fire Prevention and Safety is mandatory for all relevant structures anywhere in the State of Illinois whether or not the Office of the State Fire Marshal reviews the specific building plans.
- (e) Compliance with the Office of the State Fire Marshal's code for Fire Prevention and Safety is not required as part of the review and approval of Zoning Use Permit Applications.
- (f) The Illinois Environmental Barriers Act (IEBA) requires the submittal of a set of building plans and certification by a licensed architect that the specific construction complies with the Illinois Accessibility Code for all construction projects worth \$50,000 or more and requires that compliance with the Illinois Accessibility Code be verified for all Zoning Use Permit Applications for those aspects of the construction for which the Zoning Use Permit is required.
- (g) The Illinois Accessibility Code incorporates building safety provisions very similar to those of the code for Fire Prevention and Safety.
- (h) The certification by an Illinois licensed architect that is required for all construction projects worth \$50,000 or more should include all aspects of compliance with the Illinois Accessibility Code including building safety provisions very similar to those of the code for Fire Prevention and Safety.
- (i) When there is no certification required by an Illinois licensed architect, the only aspects of construction that are reviewed for Zoning Use Permits and which relate to aspects of the Illinois Accessibility Code are the number and general location of required building exits.
- (j) Verification of compliance with the Illinois Accessibility Code applies only to exterior areas. With respect to interiors, it means simply checking that the

required number of building exits are provided and that they have the required exterior configuration. This means that other aspects of building design and construction necessary to provide a safe means of egress from all parts of the building are not checked. The current review is only sufficient to verify life safety for small and simple buildings.

GENERALLY REGARDING WHETHER THE SPECIAL USE IS IN HARMONY WITH THE GENERAL PURPOSE AND INTENT OF THE ORDINANCE

10. Regarding the *Zoning Ordinance* requirement that the proposed Special Use is in harmony with the general intent and purpose of the Ordinance:
 - A. A “Garden Shop” may be authorized in the AG-2 Agriculture Zoning District as a Special Use provided all other zoning requirements are met.
 - B. Regarding whether the proposed Special Use Permit is in harmony with the general intent of the Zoning Ordinance:
 - (1) Subsection 5.1.8 of the Ordinance states the general intent of the AG-2 District and states as follows (capitalized words are defined in the Ordinance):

The AG-2 Agriculture DISTRICT is intended to prevent scattered indiscriminate urban development and to preserve the AGRICULTURAL nature within areas which are predominately vacant and which presently do not demonstrate any significant potential for development. This DISTRICT is intended generally for application to areas within one and one-half miles of existing communities in the COUNTY.
 - (2) The types of uses authorized in the AG-2 District are in fact the types of uses that have been determined to be acceptable in the AG-2 District. Uses authorized by Special Use Permit are acceptable uses in the district provided that they are determined by the ZBA to meet the criteria for Special Use Permits established in paragraph 9.1.11 B. of the Ordinance.
 - C. Regarding whether the proposed Special Use Permit is in harmony with the general purpose of the Zoning Ordinance:
 - (1) Paragraph 2 .0 (a) of the Ordinance states that one purpose of the Ordinance is securing adequate light, pure air, and safety from fire and other dangers.
 - (a) This purpose is directly related to the limits on building coverage and the minimum yard requirements in the Ordinance and the proposed site plan is in full compliance with those requirements.
 - (2) Paragraph 2.0 (b) of the Ordinance states that one purpose of the Ordinance is conserving the value of land, BUILDINGS, and STRUCTURES throughout the COUNTY.
 - (a) In regards to the value of nearby properties, the proposed Special Use Permit will authorize the expansion of a use that has been in place for 22 years.

*Same evidence as in related Zoning Case 635-AM-08

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(b) With regard to the value of the subject property, without the Special Use Permit authorization the current use of the property would be unable to expand.

(3) Paragraph 2.0 (c) of the Ordinance states that one purpose of the Ordinance is lessening and avoiding congestion in the public STREETS.

The current IDOT traffic count is from 2006, and therefore takes into consideration the impact of the current use.

(4) Paragraph 2.0 (d) of the Ordinance states that one purpose of the Ordinance is lessening and avoiding the hazards to persons and damage to PROPERTY resulting from the accumulation of runoff from storm or flood waters.

The requested Special Use Permit complies with the *Champaign County Stormwater Management Policy* and is outside of the Special Flood Hazard Area and there are no special drainage problems that appear to be created by the Special Use Permit.

(5) Paragraph 2.0 (e) of the Ordinance states that one purpose of the Ordinance is promoting the public health, safety, comfort, morals, and general welfare.

(a) In regards to public safety, this purpose is similar to the purpose established in paragraph 2.0 (a) and is in harmony to the same degree.

(b) In regards to public comfort and general welfare, this purpose is similar to the purpose of conserving property values established in paragraph 2.0 (b) and is in harmony to the same degree.

(6) Paragraph 2.0 (f) states that one purpose of the Ordinance is regulating and limiting the height and bulk of BUILDINGS and STRUCTURES hereafter to be erected; and paragraph 2.0 (g) states that one purpose is establishing, regulating, and limiting the BUILDING or SETBACK lines on or along any STREET, trafficway, drive or parkway; and paragraph 2.0 (h) states that one purpose is regulating and limiting the intensity of the USE of LOT AREAS, and regulating and determining the area of OPEN SPACES within and surrounding BUILDINGS and STRUCTURES.

These three purposes are directly related to the limits on building height and building coverage and the minimum setback and yard requirements in the Ordinance and the proposed site plan appears to be in full compliance.

(7) Paragraph 2.0 (i) of the Ordinance states that one purpose of the Ordinance is classifying, regulating, and restricting the location of trades and industries and the location of BUILDINGS, STRUCTURES, and land designed for specified industrial, residential, and other land USES; and paragraph 2.0 (j.) states that one purpose is dividing the entire COUNTY into DISTRICTS of such number, shape, area, and such different classes according to the USE of land, BUILDINGS, and STRUCTURES, intensity of the USE of LOT AREA, area of OPEN SPACES, and other classification as may be deemed best

suited to carry out the purpose of the ordinance; and paragraph 2.0 (k) states that one purpose is fixing regulations and standards to which BUILDINGS, STRUCTURES, or USES therein shall conform; and paragraph 2.0 (l) states that one purpose is prohibiting USES, BUILDINGS, OR STRUCTURES incompatible with the character of such DISTRICT.

Harmony with these four purposes requires that the special conditions of approval sufficiently mitigate or minimize any incompatibilities between the proposed Special Use Permit and adjacent uses, and that the special conditions adequately mitigate nonconforming conditions. No special conditions appear to be necessary

- (8) Paragraph 2.0 (m) of the Ordinance states that one purpose of the Ordinance is preventing additions to and alteration or remodeling of existing BUILDINGS, STRUCTURES, or USES in such a way as to avoid the restrictions and limitations lawfully imposed under this ordinance.

This purpose relates to nonconforming buildings, structures, or uses that existed on the date of the adoption of the Ordinance and the proposed Special Use Permit will bring an existing nonconforming use into compliance with the *Zoning Ordinance*.

- (9) Paragraph 2.0 (n) of the Ordinance states that one purpose of the Ordinance is protecting the most productive AGRICULTURAL lands from haphazard and unplanned intrusions of urban USES.

The types of uses authorized in the AG-2 District are in fact the types of uses that have been determined to be acceptable in the AG-2 District. Uses authorized by Special Use Permit are acceptable uses in the district provided that they are determined by the ZBA to meet the criteria for Special Use Permits established in paragraph 9.1.11 B. of the Ordinance.

- (10) Paragraph 2.0 (o) of the Ordinance states that one purpose of the Ordinance is protecting natural features such as forested areas and watercourses.

There are no natural areas on the subject property.

- (11) Paragraph 2.0 (p) of the Ordinance states that one purpose of the Ordinance is encouraging the compact development of urban areas to minimize the cost of development of public utilities and public transportation facilities.

This purpose is not relevant to the proposed Special Use Permit because the AG-2 District is not for urban development.

- (12) Paragraph 2.0 (q) of the Ordinance states that one purpose of the Ordinance is encouraging the preservation of AGRICULTURAL belts surrounding urban areas, to

*Same evidence as in related Zoning Case 635-AM-08

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retain the AGRICULTURAL nature of the COUNTY, and the individual character of existing communities.

The types of uses authorized in the AG-2 District are in fact the types of uses that have been determined to be acceptable in the AG-2 District. Uses authorized by Special Use Permit are acceptable uses in the district provided that they are determined by the ZBA to meet the criteria for Special Use Permits established in paragraph 9.1.11 B. of the Ordinance.

GENERALLY REGARDING WHETHER THE SPECIAL USE IS AN EXISTING NONCONFORMING USE

11. The proposed Special Use is an existing NONCONFORMING USE because the existing use has been on the subject property since before the adoption of the *Zoning Ordinance* on October 10, 1973.
 - A. The Petitioner has testified on the application, **“Yes-growth has exceeded AG-1, MB Maximum. Now require AG-2, MB to comply and expand to meet municipal, park district, and university demand requirements.”**
 - B. The petitioners refer to an AG-1 Major Business designation in their comments on the application. There appears to be some confusion on the current zoning status of the subject property. It is staff’s understanding that the existing use has been in place since before the adoption of zoning and is currently a nonconforming use that has never received a permit from the Planning and Zoning Department.

GENERALLY REGARDING ANY SPECIAL CONDITIONS OF APPROVAL

12. At this time no special conditions of approval appear to be necessary.

DOCUMENTS OF RECORD

1. Special Use Permit Application from Country Arbors Nursery, Inc. and P. Terence Cultra received on September 23, 2008, with attachments:
 - A Petitioner's Attachment IA Legal Description of the subject property
 - B Petitioner's Attachment II Fixed Structures on Property
 - C Petitioner's Attachment III Letter from Rick Carr, Urbana Park District
 - D Petitioner's Attachment IV Country Arbors Nursery, Inc. 1991 Strategic Plan
 - E Petitioner's Attachment V Generalized Zoning in Champaign County
 - F Copy of Ordinance No. 598 Zoning Case 174-AT-99
 - G Copy of AG-2 Planning and Zoning Handout
 - H Proposed site plan

2. Preliminary Memorandum for Case 636-S-08, with attachments:
 - A Proposed site plan received on September 23, 2008
 - B Petitioner's Attachment II Fixed Structures on Property, received on September 23, 2008
 - C Petitioner's Attachment III Letter from Rick Carr, Urbana Park District, received on September 23, 2008
 - D Petitioner's Attachment IV Country Arbors Nursery, Inc. 1991 Strategic Plan, received on September 23, 2008
 - E IDOT Traffic Map of vicinity of subject property
 - F Preliminary Draft Summary of Evidence for Case 636-S-08

*Same evidence as in related Zoning Case 635-AM-08

PRELIMINARY DRAFT

FINDINGS OF FACT

From the documents of record and the testimony and exhibits received at the public hearing for zoning case **636-S-08** held on **January 15, 2009**, the Zoning Board of Appeals of Champaign County finds that:

1. The requested Special Use Permit **{ SUBJECT TO THE SPECIAL CONDITIONS IMPOSED HEREIN }** **{ IS / IS NOT }** necessary for the public convenience at this location because: _____

2. The requested Special Use Permit **{ SUBJECT TO THE SPECIAL CONDITIONS IMPOSED HEREIN }** is so designed, located, and proposed to be operated so that it **{ WILL / WILL NOT }** be injurious to the district in which it shall be located or otherwise detrimental to the public health, safety, and welfare because:
 - a. The street has **{ ADEQUATE / INADEQUATE }** traffic capacity and the entrance location has **{ ADEQUATE / INADEQUATE }** visibility.
 - b. Emergency services availability is **{ ADEQUATE / INADEQUATE }** **{ because: }¹** _____

 - c. The Special Use will be designed to **{ CONFORM / NOT CONFORM }** to all relevant County ordinances and codes.
 - d. The Special Use **{ WILL / WILL NOT }** be compatible with adjacent uses **{ because: }¹** _____

 - e. Surface and subsurface drainage will be **{ ADEQUATE / INADEQUATE }** **{ because: }¹** _____

 - f. Public safety will be **{ ADEQUATE / INADEQUATE }** **{ because: }¹** _____

 - g. The location **{ IS / IS NOT }** suitable for the proposed onsite wastewater system **{ because: }¹** _____

 - h. *(Note: The Board may include other relevant considerations as necessary or desirable in each case.)*

- 3a. The requested Special Use Permit **{ SUBJECT TO THE SPECIAL CONDITIONS IMPOSED HEREIN } { DOES / DOES NOT }** conform to the applicable regulations and standards of the DISTRICT in which it is located.
- 3b. The requested Special Use Permit **{ SUBJECT TO THE SPECIAL CONDITIONS IMPOSED HEREIN } { DOES / DOES NOT }** preserves the essential character of the DISTRICT in which it is located because:
- a. The Special Use will be designed to **{ CONFORM / NOT CONFORM }** to all relevant County ordinances and codes.
 - b. The Special Use **{ WILL / WILL NOT }** be compatible with adjacent uses.
 - c. Public safety will be **{ ADEQUATE / INADEQUATE }**.
 - d. *(Note: The Board may include other relevant considerations as necessary or desirable in each case.)*
-
4. The requested Special Use Permit **{ SUBJECT TO THE SPECIAL CONDITIONS IMPOSED HEREIN } { IS / IS NOT }** in harmony with the general purpose and intent of the Ordinance because:
- a. The Special Use is authorized in the District.
 - b. The requested Special Use Permit **{ IS / IS NOT }** necessary for the public convenience at this location.
 - c. The requested Special Use Permit **{ SUBJECT TO THE SPECIAL CONDITIONS IMPOSED HEREIN }** is so designed, located, and proposed to be operated so that it **{ WILL / WILL NOT }** be injurious to the district in which it shall be located or otherwise detrimental to the public health, safety, and welfare.
 - d. The requested Special Use Permit **{ SUBJECT TO THE SPECIAL CONDITIONS IMPOSED HEREIN } { DOES / DOES NOT }** preserves the essential character of the DISTRICT in which it is located.
 - e. *(Note: The Board may include other relevant considerations as necessary or desirable in each case.)*
-
5. The requested Special Use **{ IS / IS NOT }** an existing nonconforming use.
6. **{ NO SPECIAL CONDITIONS ARE HEREBY IMPOSED / THE SPECIAL CONDITIONS IMPOSED HEREIN ARE REQUIRED TO ENSURE COMPLIANCE WITH THE CRITERIA FOR SPECIAL USE PERMITS AND FOR THE PARTICULAR PURPOSES DESCRIBED BELOW: }**

*Same evidence as in related Zoning Case 635-AM-08

FINAL DETERMINATION

The Champaign County Zoning Board of Appeals finds that, based upon the application, testimony, and other evidence received in this case, that the requirements of Section 9.1.11B. *{HAVE/HAVE NOT}* been met, and pursuant to the authority granted by Section 9.1.6 B. of the Champaign County Zoning Ordinance, determines that:

The Special Use requested in Case **636-S-08** is hereby *{GRANTED / GRANTED WITH CONDITIONS / DENIED}* to the petitioners **Country Arbors Nursery, Inc, P. Terence Cultra, President, and T. Shane Cultra, Vice President** to authorize **the construction and use of a “Garden Shop” as a Special Use in the AG-2 Agriculture Zoning District.**

{SUBJECT TO THE FOLLOWING SPECIAL CONDITION(S)}

The foregoing is an accurate and complete record of the Findings and Determination of the Zoning Board of Appeals of Champaign County.

SIGNED:

Debra Griest, Chair
Champaign County Zoning Board of Appeals

ATTEST:

Secretary to the Zoning Board of Appeals

Date