

ORDINANCE 2000- 13
PLANNED DEVELOPMENT AGREEMENT APPROVAL
Approving a Planned Development Agreement for
Marye's Heights Subdivision

WHEREAS, Judgement Order 90-MR-24 approved the Marye's Heights Subdivision (formally Knollwood Subdivision) on November 6, 1992; and

WHEREAS, Kendall County approved and reaffirmed by resolution the Final Plat for Marye's Heights Subdivision on September 21, 1999; and

WHEREAS, the petition for said subdivision included a Planned Development Agreement as provided for in attached Exhibit A; and

WHEREAS, said approvals did not directly address said Planned Development Agreement; and

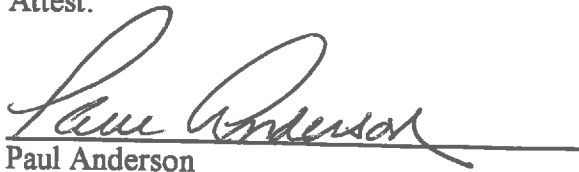
WHEREAS, the petitioner desires to execute said Planned Development Agreement; and

WHEREAS, the Kendall County Board desires to enact said Planned Development Agreement.

NOW, THEREFORE, BE IT ORDAINED, the Kendall County Board hereby approves the Planned Development Agreement for Marye's Heights Subdivision as provided for in attached Exhibit A.

IN WITNESS OF, this Ordinance has been approved on April 18, 2000.

Attest:


Paul Anderson
Kendall County Clerk


John A. Church
Kendall County Board Chairman

STATE OF ILLINOIS)
)
COUNTY OF KENDALL)

**MARYE'S HEIGHTS
PLANNED DEVELOPMENT AGREEMENT**

NOW COMES HARRIS BANK OF HINSDALE, as Trustee under Trust #L-2151, as OWNER and DEVELOPER of a residential subdivision located in Fox Township, Kendall County, Illinois and the COUNTY OF KENDALL, a body politic who do hereby enter into this written Planned Development Agreement to supplement and in addition to the drawings, plats, and engineering submitted and approved by the COUNTY OF KENDALL as follows:

1. Whereas each party agrees that it is in the best interest to develop the subject real property described in the attached Exhibit "A" as a Planned Development; and

2. Whereas each party agrees that it is in the best interest of the local government bodies effected and the OWNER/DEVELOPER to provide for specific performance standards in the development of MARYE'S HEIGHTS Subdivision; and

3. Whereas each party agrees that a substantial impact will be had on the services of Kendall County, the Newark School Districts, and Fox Township, by developing said subdivision; and

4. Whereas, the OWNER/DEVELOPER have agreed to perform certain conditions substantially above those requirements made by the COUNTY OF KENDALL or various local governmental bodies;

NOW, THEREFORE, the parties agree as follows:

- A. That OWNER/DEVELOPER shall provide a right-of-way of 70 feet on all minor public streets, and an 80 foot dedication for right-of-way on the main street traversing said subdivision, to be known as Stonewall Drive.

- B. That the actual roadway improvement on Stonewall Drive shall have a street blacktop width of 24 feet, in conformance with width standards set by the Kendall County Superintendent of Highway or his designated agents.
- C. That the OWNER/DEVELOPER shall submit together with this Planned Development Agreement, Final Plats of subdivision for each Phase or Unit of said subdivision, and has previously submitted have had approved a Final Engineering Plan and Detention Plan as to the total subdivision, which shall be the performance documents relied upon by the parties throughout the development of the subject property.
- D. That OWNER/DEVELOPER agrees and is given the right by the County to develop the particular subdivision in phases, so long as the establishment of any Phase or Unit of the development does not interfere with the orderly establishment of water detention, streets and any other required public improvement.
- E. The OWNER/DEVELOPER shall wire and erect a street light post at the corner intersection of as many intersections as requested by the Fox Township Road Commissioner or Fox Township Board. The maintenance of said light poles, and the payment for electrical service to said light poles shall be undertaken by Fox Township upon acceptance of the Final Plat of each Phase or Unit of said subdivision, and upon completion of the installation of the same.
- F. That OWNER/DEVELOPER shall purchase at its sole expense for the benefit of the Fox Township Highway Commissioner a one ton truck together with snowplow to be paid upon the sale of the 15th lot by OWNER/DEVELOPER or the issuance of the 15th building permit by OWNER/DEVELOPER in the event they build upon said lots themselves.
- G. That for purposes of calculating the land-cash contribution for Newark Community Consolidated Grade School District #66 and Newark High School District #18 the Kendall County Zoning Office shall use the greater of the fair market value per acre of the subject development, or \$40,000.00 per acre which was the current estimated fair market value to be used to determine land-cash contributions at the time the school contributions voluntarily agreed to by OWNER/DEVELOPER were made to the School District.
- H. That OWNER/DEVELOPER shall pay Land-Cash contributions to the Newark Community High School District #18 at the time the building permit is taken out as per the terms of the existing Kendall County original Land-Cash Ordinance at the time approval of this Agreement was sought by OWNER/DEVELOPER.

That OWNER/DEVELOPER shall pay Land-Cash contributions to the Newark Community Grade School District #66 at the time the building permit is taken out as per the terms of the existing Kendall County Land-Cash Ordinance at the time approval of this Agreement was sought by OWNER/DEVELOPER.

I. OWNER/DEVELOPER agree to pay in addition to the above stated Land-Cash contributions the following sums:

A. The sum of \$500.00 per lot to Newark Community Consolidated School District #66 to be paid as follows:

1. The sum of \$30,000.00 to be divided at the rate of \$500.00 per lot to be paid upon the sale of the tenth lot in said subdivision; or in the event that OWNER/DEVELOPER construct their own homes in said subdivision upon the issuance of the tenth building permit for said subdivision by the COUNTY OF KENDALL.
2. That upon the sale of 30 lots total, or the 30th building permit being issued, the additional sum of \$57,500.00 shall be paid.
3. That in addition thereto OWNER/DEVELOPER or its successors, heirs and assigns or the Purchasers of any individual lot shall pay the additional sum of \$777.00 per lot at the time a building permit is issued for each lot within said subdivision directly to Newark Community Consolidated School District #66.

In order to provide for the collection of said funds, the OWNER/DEVELOPER and its successors, heirs and assigns agree to make a Covenant contained in the general covenants and restrictions of said subdivision that the Homeowners Association for MARYE'S HEIGHTS shall collect and remit immediately upon issuance of an occupancy permit by the COUNTY OF KENDALL the sum of \$777.00 per lot as herein stated in this paragraph. In the event said sum is not remitted by the Homeowners Association, the School District shall have a right to draw down on a letter of credit to be posted by OWNER/DEVELOPER for purposes of said contributions. The OWNER/DEVELOPER shall post with Newark Community Consolidated School District a letter of credit or personal undertaking executed by said OWNER/DEVELOPER and their successors, heirs and assigns providing for payment of the above referenced sum contained in this paragraph.

- B. OWNER/DEVELOPER shall further pay the following sums to the Newark Community High School District #18 to be paid as follows:
1. The sum of \$30,000.00 to be allocated at the rate of \$500.00 per lot to be paid upon the sale of the tenth lot in said subdivision; or in the event that OWNER/DEVELOPER construct their own homes in said subdivision upon the issuance of the tenth building permit for said subdivision by the COUNTY OF KENDALL.
 2. That upon the sale of 30 lots total, or the 30th building permit being issued, the additional sum of \$57,500.00 shall be paid.
 3. OWNER/DEVELOPER and their successors, heirs and assigns agree to pay the additional sum of \$777.00 per lot to the Newark Community High School District #18 at the time a building permit is issued on each lot contained herein.
- J. OWNER/DEVELOPER agree that said Planned Development Agreement shall be binding as a covenant running with the land and be binding upon their successors, heirs, and assigns in terms of payments to any governmental bodies or obligations otherwise stated herein.
- K. That OWNER/DEVELOPER shall endeavor to cooperate in petitioning the respective fire protection districts to provide that the entire development will either be accepted by the Newark Fire Protection District or the Plano Little Rock Fire Protection District.
- L. That in consideration of the contributions being made to each governmental entity herein, the respective local governmental entities have provided favorable recommendations to the COUNTY OF KENDALL Plan Commission and Kendall County Board in seeking the re-zoning of the subject property by OWNER/DEVELOPER.
- M. That OWNER/DEVELOPER agree to be bound by any Federal Regulations, or in the alternative will provide a rear yard setback where adjoining agricultural areas of at least 75 feet to mitigate any possible farm, non-farm conflict in terms of spraying pesticides or insecticides.
- N. That where the subject development borders between farm and non-farm property with the Mary Margaret Bieber farm real estate, OWNER/DEVELOPER shall provide fencing or other screening acceptable to said Bieber Farm to minimize any conflict between different zoning uses.

- O. OWNER/DEVELOPER agree to provide a Conservation Easement to the Kendall County Forest Preserve Commission conveying approximately 42.8 acres of land which shall be used for open space, trail, and nature preservation uses by the OWNER/DEVELOPER of the subdivision or its successors and assigns. OWNER/DEVELOPER shall be given a credit against the parks contribution under the Kendall County Land Cash Ordinance for said contribution using the \$40,000.00 per acre assessment being used for school contributions herein in determining the fair market value of that land being preserved for open space.

The trail system being installed throughout the subdivision shall be done at OWNER/DEVELOPER's expense.

- P. OWNER/DEVELOPER agree that so long as said development is in unincorporated Kendall County no more than 175 lots shall be platted.
- Q. This Agreement shall be binding upon the successor, heirs and assigns of all parties hereto.
- R. In the event any mechanical septic units are installed on said premises, the OWNER/DEVELOPER shall require a maintenance agreement to be maintained as part of the covenants on said subdivision by homeowners having mechanical septics. Further, no surface drainage shall be allowed, at any time, in the subdivision for mechanical septic systems; all discharge from said mechanical systems shall be in a subterranean discharge area.
- S. OWNER/DEVELOPER shall have the right to install entry monumentation and signage for said development at the entrances to the subdivision. Said monumentation and signage shall be maintained by the Home Owners Association.
- T. The documents existing which shall govern the subject development shall be as follows:
1. Judgment Order contained in Kendall County Case #90-MR-24 dated November 6, 1992, Preliminary Plan and supporting documents approved November.
 2. Final Plat of Subdivision approved by the Kendall County Board on December 18, 1995.
 3. Final Engineering Plans of Steve Roak & Associates dated: 12/18/1995

4. Planned Development Agreement approved by the Kendall County Board dated: _____.

5. "As Built" Engineering Plan to be submitted by the OWNER/DEVELOPER's Engineer upon completion of public improvements for each Unit of the subdivision.

U. OWNER/DEVELOPER agrees in its Conservation Easement to provide access to the Kendall County Forest Preserve Commission to link that portion of the trail that is parallel with Fox River Drive to a hiking-biking trail along Fox River Drive, if the same is ever installed by the Kendall County Forest Preserve or another governmental agency or private party.

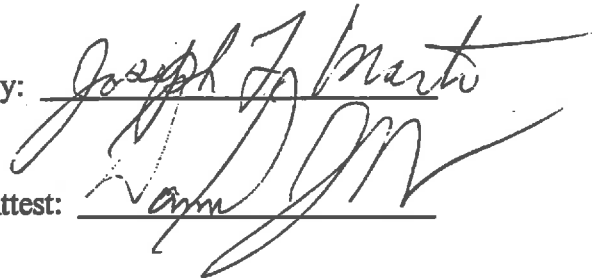
IN WITNESS WHEREOF the undersigned parties have executed this ____ day of March, 2000.

COUNTY OF KENDALL

By: 

Attest: _____

HARRIS BANK OF HINSDALE,
as Trustee under Trust #L-2151

By: 

Attest: 

Prepared by:
Law Offices of Daniel J. Kramer
1107A S. Bridge Street
Yorkville, Illinois 60560
630.553.9500