

**ORDINANCE 99 - 27**  
Approving a Rezoning R-6 to R-3 Planned Development  
With a Special Use Permit for a Duplex  
**BOULDER HILL DENTAL ASSOCIATION**

WHEREAS, Dr. Michael Kontos and Dr. Michael Tierney are the owners of the Boulder Hill Dental Association; and

WHEREAS, the Boulder Hill Dental Association filed a petition to rezone property from the R-6 Residential District to the R-3 One-Family Residence District; and

WHEREAS, said property is identified by the Parcel Identification Number 10-05-255-008 and is legally described as Lot 1, Unit 1 of Boulder Hill Subdivision in the Township of Oswego, Kendall County, Illinois; and

WHEREAS, said petition also included a Planned Development Agreement as provided in Exhibit A and a Special Use Permit application to construct a duplex; and

WHEREAS, all procedures required by the Kendall County Zoning Ordinance were followed including notice for public hearing, preparation of the findings of fact, and recommendation for approval by the Zoning Board of Appeals.

NOW, THEREFORE, BE IT ORDAINED, the Kendall County Board hereby approves the following:

1. A zoning map amendment from R-6 to R-3 on the property legally described above.
2. A residential planned development agreement on said property as provided in Exhibit A.
3. A Special Use Permit to construct a duplex.


BE IT FURTHER ORDAINED, the Special Use Permit shall conform to the following conditions:

1. The petitioner shall provide landscaping screening material along the north and east property lines.
2. The petitioner shall provide a shared driveway access agreement when filing the building permit application.
3. The duplex shall generally conform to the building elevations as provided in Exhibit B.

Failure to comply with the terms of this ordinance may be cited as a basis for amending or revoking the Special Use Permit.

IN WITNESS OF, this ordinance has been enacted on September 21, 1999.

Attest:

  
\_\_\_\_\_  
Paul Anderson  
Kendall County Clerk

  
\_\_\_\_\_  
John A. Church  
Kendall County Board Chairman

STATE OF ILLINOIS )  
 ) ss  
COUNTY OF KENDALL )

Revised June 21, 1999  
Revised June 24, 1999  
Revised June 30, 1999  
Revised July 1, 1999  
Revised July 12, 1999

**PLANNED UNIT DEVELOPMENT AGREEMENT**  
**BOULDER HILL DENTAL ASSOCIATES**  
**SPECIAL USE**

This Planned Unit Development Agreement (hereinafter referred to as "AGREEMENT"), is made and entered into this \_\_\_ day of \_\_\_\_\_, 1999, by and between the COUNTY OF KENDALL (hereinafter referred to as "KENDALL") a body politic, and BOULDER HILL DENTAL ASSOCIATES; (hereinafter referred to as "OWNER/DEVELOPER"),

**WITNESSETH**

WHEREAS, OWNER/DEVELOPER owns fee simple title to the real property which is legally described in Exhibit "A" attached hereto, (hereinafter referred to as "PROPERTY"); and

WHEREAS, it is the desire of OWNER/DEVELOPER to develop the subject PROPERTY in KENDALL in accordance with the terms of this AGREEMENT and the ordinances of KENDALL; and

WHEREAS, KENDALL through its Building and Zoning Committee of the County Board previously recommended the Property be zoned R-3 Single Family Residence District P.U.D. for purposes of constructing a duplex therein; and it is the desire of all parties to facilitate its development pursuant to the terms and conditions of this AGREEMENT and the Ordinances of KENDALL; and

WHEREAS, OWNER/DEVELOPER and KENDALL have or will perform and execute all acts required by law and by this AGREEMENT to effectuate such development; and

WHEREAS, the parties to this AGREEMENT wish to amend the zoning classification pursuant to the R-3 Single Family Residence District, and have held the required Public Hearing for approval of its zoning classification, Concept Plan, and Morris Engineering Site Plan dated May 10,

1999 pursuant to the procedures set out in the R-3 General Residence District - Planned Unit Development (Special Use) as contained in the Kendall County Zoning Ordinance; and

WHEREAS, all notices required by law relating to the re-zoning and Planned Unit Development process pursuant to the R-3 General Residence District have been given for the Property to the persons or entities entitled thereto, pursuant to the applicable provisions of the Illinois Compiled Statutes and County Ordinances, and

WHEREAS, the County Board of Kendall has duly affixed the time for consideration of this AGREEMENT; and

WHEREAS, in reliance upon the development of the PROPERTY in the manner proposed, OWNER/DEVELOPER and KENDALL have executed all Petitions and other documents that are necessary to accomplish the re-zoning of the PROPERTY in KENDALL; and

WHEREAS, it is the desire of KENDALL and OWNER/DEVELOPER that the development of the PROPERTY proceed, subject to the ordinances, codes and regulations of KENDALL as amended as well as pursuant to the agreements contained herein; and

WHEREAS, in accordance with the powers granted to KENDALL by the provisions of the Kendall County Zoning Ordinance, inclusive, relating to its acts and the Kendall County Zoning Ordinance for Planned Unit Developments, and the parties hereto wish to enter into a binding agreement with respect to the PROPERTY and to provide for various other matters related directly or indirectly to the zoning and development of the PROPERTY, as authorized by, the provisions of said statutes.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions herein contained, and by authority of and in accordance with the aforesaid statutes of the State of Illinois, the parties agree as follows:

1. ZONING.

- A. Contemporaneously with the approval of this AGREEMENT, KENDALL shall adopt an Ordinance amending the Zoning Map of the County to Zone the subject PROPERTY R-3 Single Family District P.U.D. expressly permitting the construction of one duplex thereon. This will be a Zoning Map change only and not a text amendment.
- B. Further the County of Kendall agrees to approve the Concept Plan Morris Engineering Site Plan as approved by the Kendall County Planning, Building & Zoning Department, which is made a part hereof; and which shall be developed with one duplex as set out in said Concept Plan and Morris Engineering Plan.

C. KENDALL and OWNER/DEVELOPER agree that the PROPERTY shall be developed in compliance with the ordinances of KENDALL, and this AGREEMENT, together with the Drawings and Exhibits attached hereto; and setbacks for the construction of the duplex shall be permitted as follows:

1. Set back requirements shall be in conformance with the R-3 Zoning Classification of the Kendall County Zoning Ordinance, except to the extent modified herein which shall be:
  - a. A 40' front-yard building setback line for principal structure.
  - b. 40' rear-yard building setback line for principal structure.
2. The configuration of the lot as shown on the Zoning Sketch Concept Plan dated \_\_\_\_\_ which is hereby approved.
3. Lot size will be permitted to be not less than 15,000 square feet.

D. KENDALL agrees to allow OWNER/DEVELOPER to release storm water from the development's storm water management system at a rate not in excess of .15 CFS in conformance with the Kendall County Storm Water Run-Off Ordinance, and in conformance with the Engineering Design approved the Drainage Consulting Engineer of Kendall County through a storm sewer catch basis which shall be relocated from the center of the PROPERTY as provided in the Morris Engineering drawing dated May 10, 1999.

2. FEES.

OWNER/DEVELOPER agree, upon submission of a request for a building permit for a duplex to pay all fees as required by County Ordinances. The County School and Park Land-Cash Fees shall be payable in accordance with the ordinances existing in KENDALL at the time of issuance of the building permit for the duplex.

3. TIME IS OF THE ESSENCE.

It is understood and agreed by the parties hereto that time is of the essence in this AGREEMENT, and that all parties will make every reasonable effort, to expedite the subject matter hereof. It is further understood and agreed by the parties that the successful consummation of this AGREEMENT requires their continued cooperation.

4. BINDING EFFECT.

This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns including, but not limited to, successor owners of record, successor developers, and upon any successor County authority of KENDALL. In the event any portion of this AGREEMENT is deemed unenforceable by a Court of competent jurisdiction the remaining portion shall be binding upon all parties.

5. NOTICES AND REMEDIES.

Upon a breach of this AGREEMENT, any of the parties in any court of competent jurisdiction, by any action or proceeding at law or in equity, may exercise any remedy available at law or equity.

Before any failure of any party of this AGREEMENT to perform its obligations under this AGREEMENT shall be deemed to be a breach of this AGREEMENT, the party claiming such failure shall notify in writing, certified mail/return receipt requested, the party alleged to have failed to perform, state the obligation allegedly not performed and the performance demanded.

Notice shall be provided at the following addresses:

KENDALL: Kendall County Planning, Building,  
and Zoning Department  
111 W. Fox St.  
Yorkville, Illinois 60560

Copy to Kendall County  
States Attorney: Kendall County States Attorney  
807 W. John St.  
Yorkville, Illinois 60560

OWNER/DEVELOPER: Boulder Hill Dental Associates  
20 Boulder Hill Pass  
Montgomery, IL 60538

Attorney for OWNERS: Law Offices of Daniel J. Kramer  
1107A S. Bridge Street  
Yorkville, Illinois 60560

6. AGREEMENT TO PREVAIL OVER ORDINANCES.

In the event of any conflict between this AGREEMENT and any ordinances of KENDALL in force at the time of execution of this AGREEMENT, the provision of this AGREEMENT shall

prevail to the extent of any such conflict or inconsistency.

7. PARTIAL INVALIDITY OF AGREEMENT.

If any provision of this AGREEMENT (except those provisions relating to the requested rezoning of the Property identified herein and the ordinances adopted in connection herewith), or its application to any person, entity, or property is held invalid, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect the application or validity of any, other terms, conditions and provisions of this AGREEMENT and, to that end, any terms, conditions and provisions of this AGREEMENT are declared to be severable.

IN WITNESS WHEREOF, the parties have executed this Planned Unit Agreement the day and year first above written.

KENDALL:  
COUNTY OF KENDALL

By:   
County Board Chairman

Dated: 9-21-99

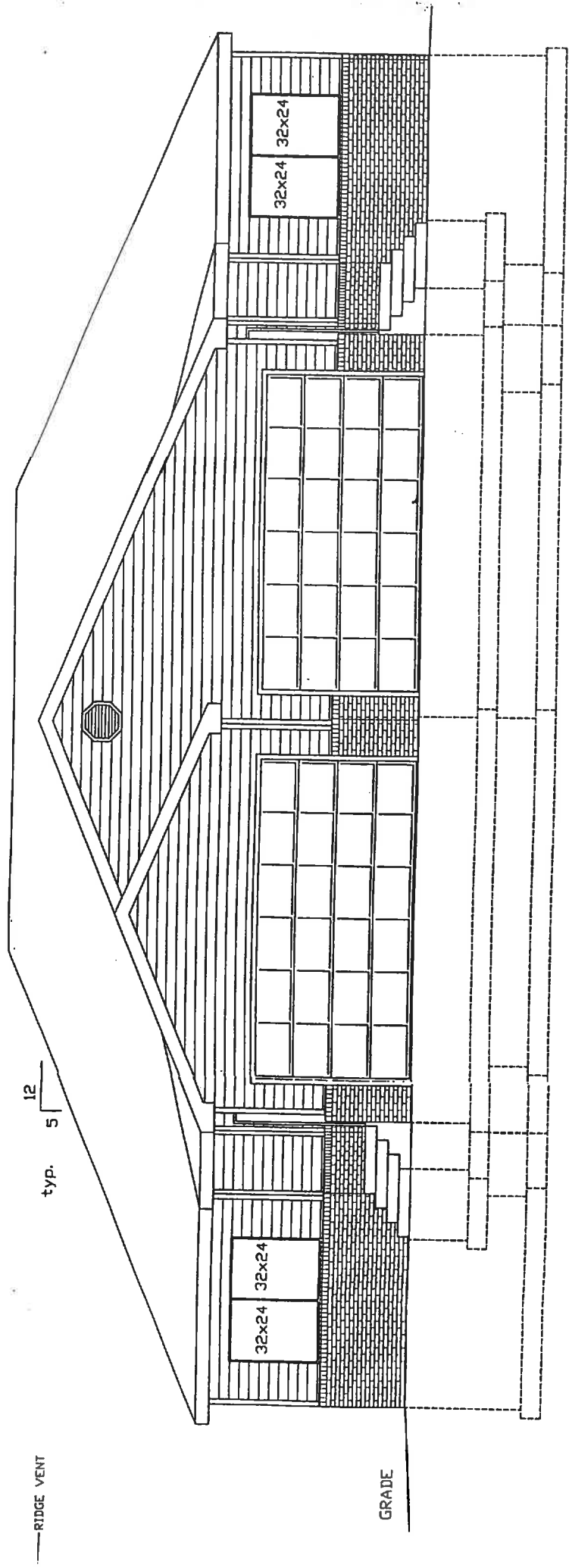
Attest:   
County Clerk

OWNER/DEVELOPER:  
BOULDER HILL DENTAL ASSOCIATES

By: \_\_\_\_\_

Dated: \_\_\_\_\_

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

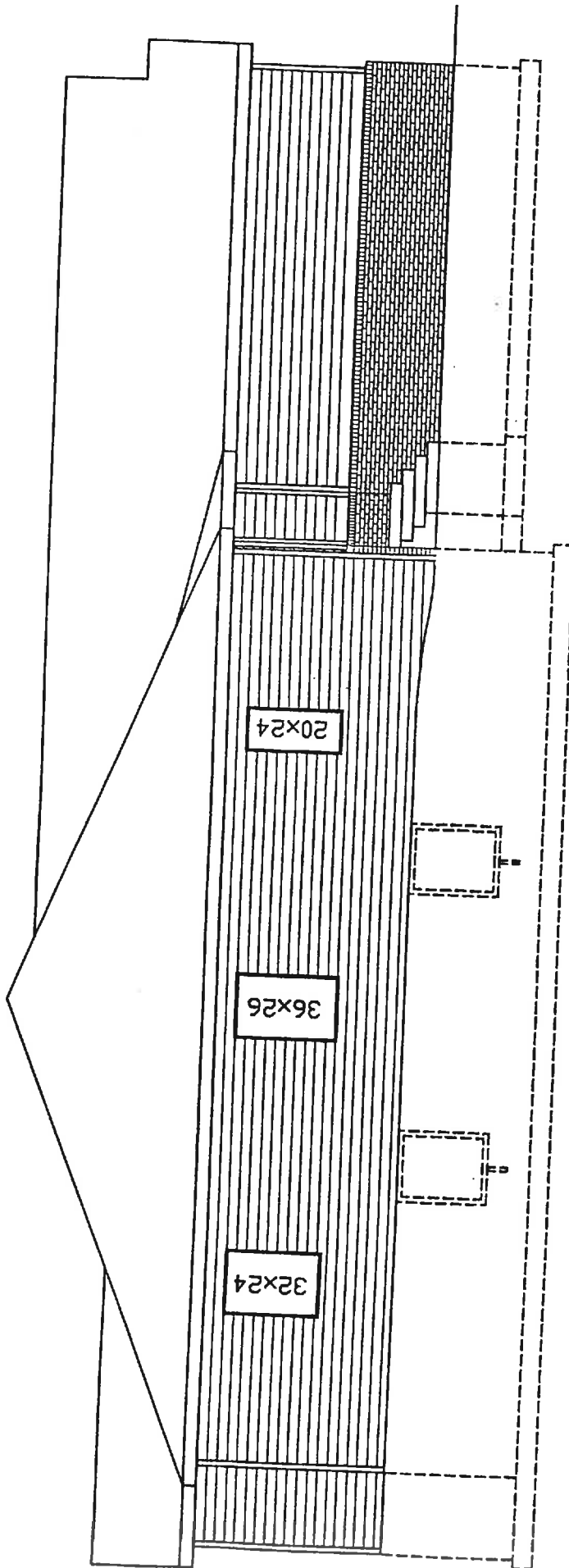


FRONT ELEVATION

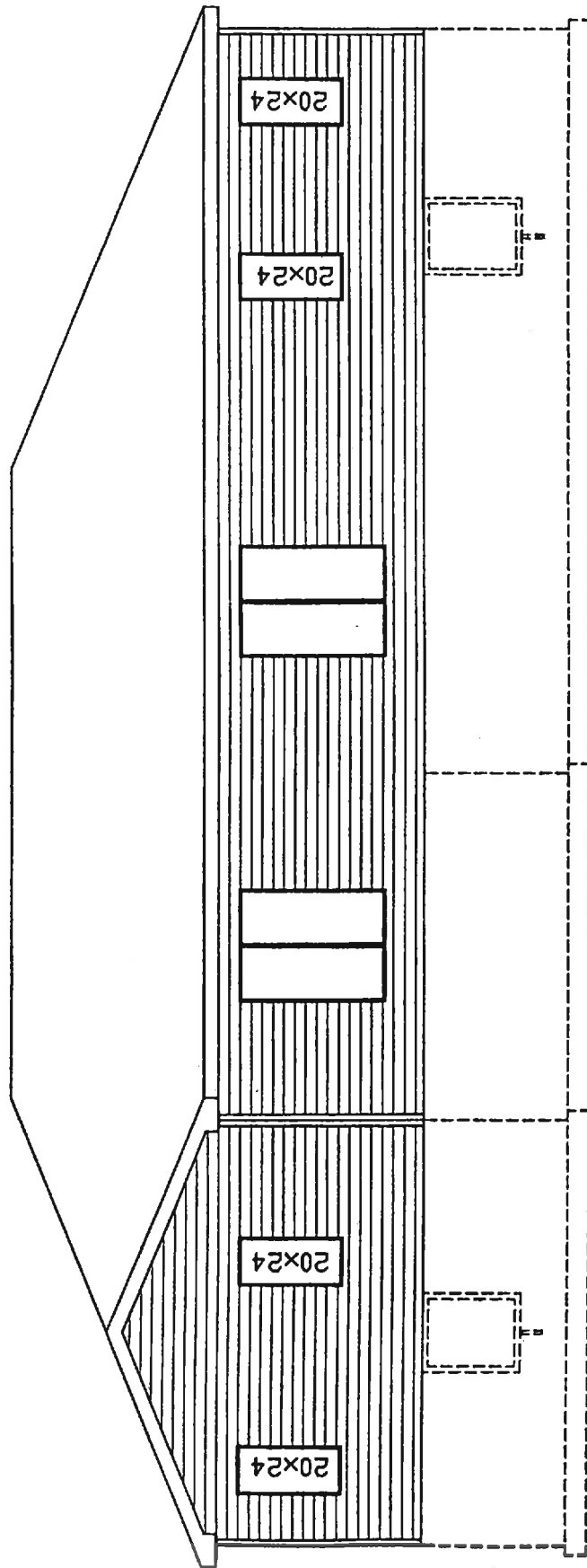
SCALE: 1/4" = 1'-0"

EXHIBIT B

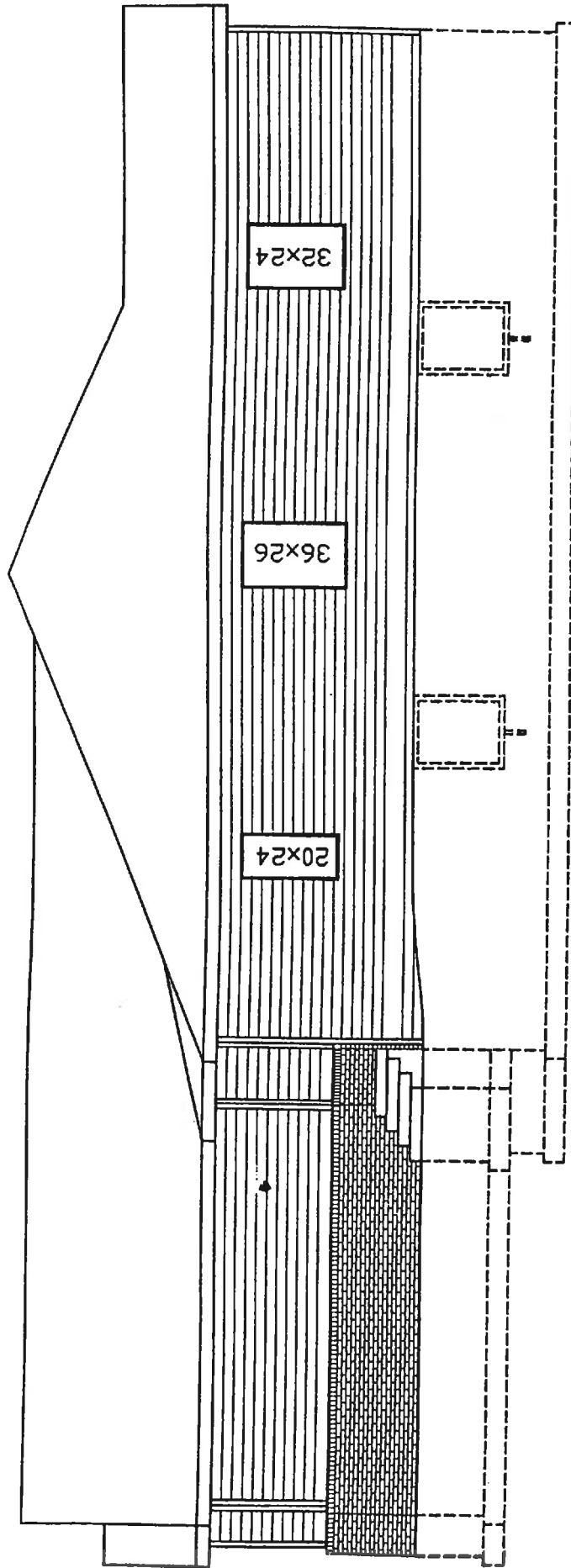




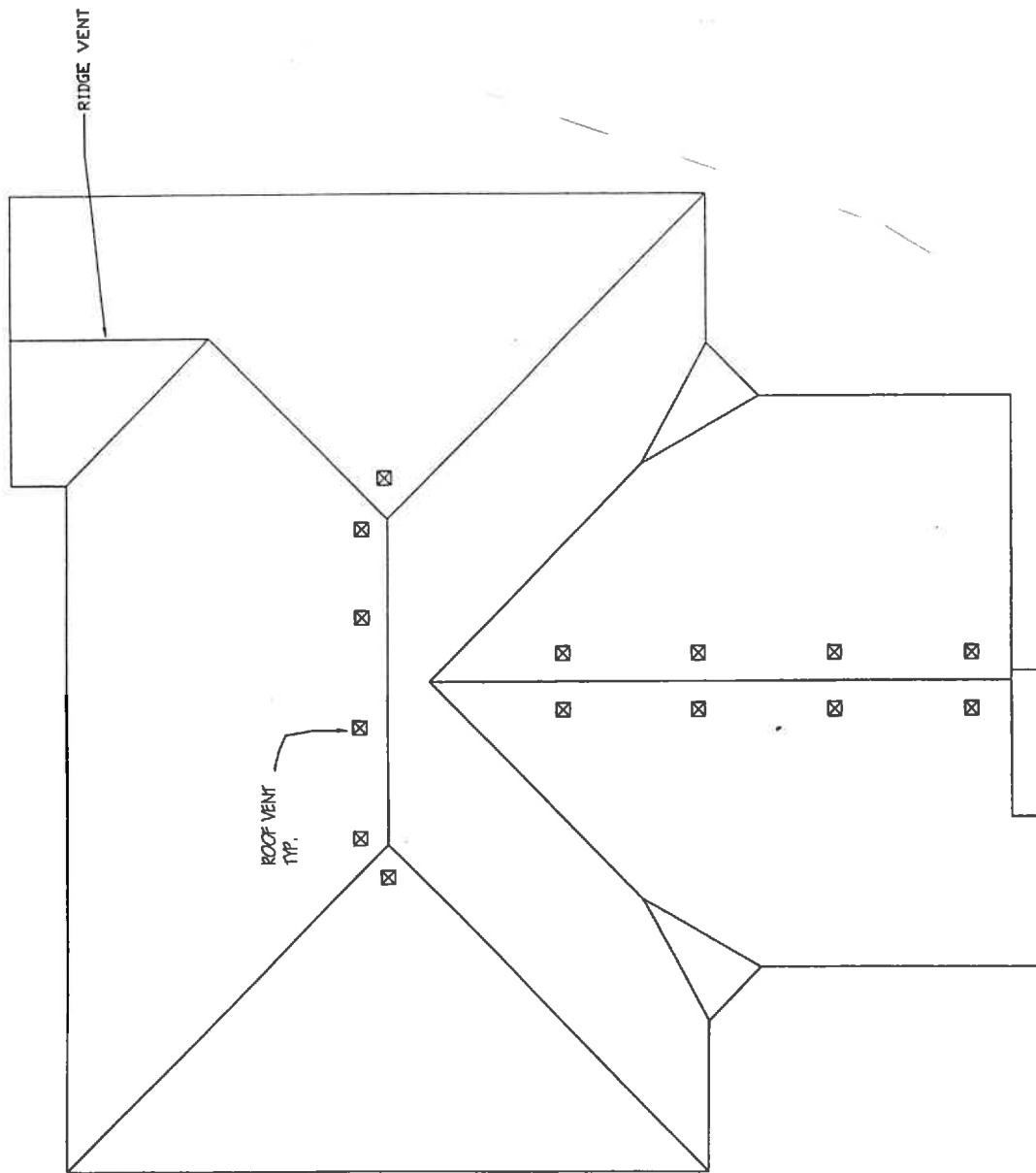
LEFT SIDE ELEVATION



REAR ELEVATION



RIGHT SIDE ELEVATION



ROOF PLAN

EXHIBIT B