

ORDINANCE 98 - 15
Approving a Rezoning A-1 to R-2, Special Use Planned Development
and Final Plat of Subdivision
THE BLUFFS

WHEREAS, David Tremain, known as the owner and intended developer, did petition Kendall County for a zoning map amendment from A-1 to R-2 and a Special Use for a residential planned development and a subdivision for 7 single family lots with common areas for a private road and conservation easement and walkway for homeowners association members; and

WHEREAS, said petitions did pertain to one tract of land approximately 28.5 acres with an existing home and accessory buildings, located along Little Rock Creek and Griswold Springs Road in Little Rock Township; and

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

WHEREAS, the Kendall County Board finds that said petitions do comply with all Kendall County ordinances and are in the best interest of Kendall County.

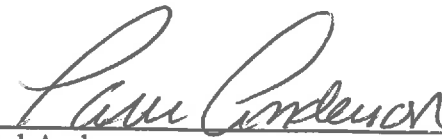
NOW, THEREFORE, BE IT ORDAINED, that the Kendall County Board hereby grants approval of the following:

1. A zoning map amendment from A-1 to R-2 on the tract of land commonly known as the Tremain parcel at 15600 Griswold Springs Road and legally described on Exhibit A.
2. A Special Use Permit for a residential planned development on said tract of land as provided in Exhibit B.
3. A final plat of subdivision for said tract of land entitled "Final Plat of The Bluffs P.U.D.," prepared by R.B. & Associates, Plano, identified as drawings #97-8615-001 C (S) and #97-8615-002 C (S), dated revision July 9, 1998.

IN WITNESS OF, this ordinance has been enacted on August 18, 1998.



John A. Church
Kendall County Board Chairman



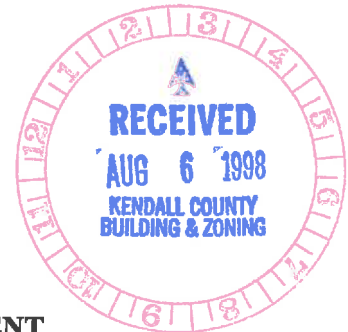
Paul Anderson
Kendall County Clerk

EXHIBIT A
LEGAL DESCRIPTION

That part of the Northwest Quarter of Section 33, Township 37 North, Range 6 East of the Third Principle Meridian being described as follows; commencing at the Northeast corner of said Northwest Quarter; thence North 89°25'00" West along the north line of said quarter, 319.00 feet for the point of beginning; thence North 89°25'00" West along said north line 942.38 feet; thence South 06°42'05" East 836.27 feet; thence South 00°14'00" east 393.48 feet, thence North 89°32'00" West 586.54 feet; thence South 05°33'00" West 100.39 feet; thence South 89°32'00" East 1,479.81 feet to a line drawn South 01°45'00" East from the point of beginning; thence North 01°45'00" West along said line 1,322.27 feet to the point of beginning in the Township of Little Rock, Kendall County, Illinois.

STATE OF ILLINOIS)
) ss
COUNTY OF KENDALL)

August 3, 1998



PLANNED UNIT DEVELOPMENT AGREEMENT
THE BLUFFS SUBDIVISION
(DAVID L. TREMAIN, AS TRUSTEE UTA EXECUTED BY
DAVID L. TREMAIN DATED JUNE 2, 1994)

This Planned Unit Agreement (hereinafter referred to as "AGREEMENT"), is made and entered into this 18 day of AUGUST, 1998, by and between the COUNTY OF KENDALL (hereinafter referred to as "KENDALL") a body politic, and DAVID L. TREMAIN, AS TRUSTEE UTA EXECUTED BY DAVID L. TREMAIN DATED JUNE 2, 1994, (hereinafter referred to as "OWNER"),

WITNESSETH

WHEREAS, OWNER owns fee simple title to the real property which is legally described in Exhibit "A" attached hereto, consisting of approximately 28.529 acres, more or less (hereinafter referred to as "PROPERTY"); and

WHEREAS, it is the desire of OWNER 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-2 Single Family Residence District P.U.D.; 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 and KENDALL have or will perform and execute all acts required by law to effectuate such development; and

WHEREAS, the parties to this AGREEMENT wish to amend the zoning classification pursuant to the R-2 Single Family Residence District, and have held the required Public Hearing for approval of its zoning classification, Concept Plan, Preliminary Plan and Engineering pursuant to

the procedures set out in the R-2 General Residence District - Planned Unit Development (Special Use) as contained in the County of Kendall Zoning Ordinance; and

WHEREAS, all notices required by law relating to the re-zoning and Planned Unit Development process pursuant to the R-2 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, and KENDALL have executed all Petitions and other documents that are necessary to accomplish the re-zoning and platting of the PROPERTY in KENDALL; and

WHEREAS, it is the desire of KENDALL and OWNER that the development of the PROPERTY proceed, subject to the ordinances, codes and regulations of KENDALL as amended; and

WHEREAS, in accordance with the powers granted to KENDALL by the provisions of the County Zoning Ordinance, inclusive, relating to its act 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; and

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 which shall be classified to zone the subject property R-2 Single Family District P.U.D. in terms of performance standards and as a Planned Unit Development. 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 and Final Plat of Subdivision of Development which is made a part hereof; and which shall be developed with a maximum of 7 Single Family Lots in general conformance with Exhibit "B" incorporated herein by reference; dated February 12, 1998.

- C. KENDALL and OWNER agree that the PROPERTY shall be developed in substantial compliance with the ordinances of KENDALL, and this AGREEMENT, together with the Drawings and Exhibits attached hereto.
- D. KENDALL agrees to allow DEVELOPER to release storm water from the development's storm water management system at a rate 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.

2. FEES.

OWNER, upon submission of a request for approval of a Final Plat for each Phase or Unit of the Subdivision, agrees 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 approval of this AGREEMENT.

3. DONATIONS AND CONTRIBUTIONS.

- A. OWNER agrees to dedicate 35 feet of right-of-way on the south side of Griswold Springs Road from the existing centerline of Griswold Springs Road across the adjoining boundary to provide for the future expansion of said road by the Township of Little Rock.
- B. OWNER shall execute and record a "Conservation Easement" as to the creek area in the center portion of the subject property in a format acceptable to the Kendall County Plat Officer, Kendall County States Attorney, and OWNER, providing the terms and conditions of said Conservation Easement; as well as naming the Kendall County Forest Preserve Commission as the enforcement agency, pursuant to Illinois Compiled Statutes.

Accompanying the said Conservation Easement will be a Site Management and Site Disturbance language to be jointly agreed upon by OWNER/DEVELOPER and Kendall County Forest Preserve Commission to provide for the protection of the Conservation Easement area.

4. SUBDIVISION IMPROVEMENTS.

- A. Set back requirements shall be in conformance with the R-2 Zoning Classification of the Kendall County Zoning Ordinance.
- B. OWNER shall be permitted a waiver of the width to depth requirements in relation to lots 4, 5, and 6, of said subdivision and the configuration of all lots as shown on

the Final Plat of Subdivision are hereby approved.

- C. Each lot shall be served by an individual well and septic system, or mechanical waste treatment system, with a service maintenance agreement in writing being a mandatory requirement of OWNER/DEVELOPER, KENDALL, and the Homeowners Association.
 - D. The subject development shall be permitted to have a private road serve "The Bluff's". The cross section of said road will be in conformance with the Kendall County Ordinance #98-5, with the surface being aggregate limestone. OWNER/DEVELOPER shall be permitted a variance in said Ordinance where necessary to preserve live trees in conformance with paragraph 4E of this Agreement in regard to spacing of trees less than 10 feet from the private road right-of-way.
 - E. Maximum effort shall be given to preservation of all living trees having a greater than 6" circumference at a measurement of 3 feet above the ground.
 - F. No lot shall be permitted to be re-subdivided so long as the subject real property remains in unincorporated Kendall County.
 - G. Due to the sensitive nature of development on the subject site, OWNER/DEVELOPER and KENDALL agree that prior to commencement of construction on each respective lot in said subdivision, accompanying an application for building permit shall be a proposed site drainage, and soil erosion control plan which shall first be approved in writing by OWNER/DEVELOPER and reviewed by the County Zoning Director and/or consultants of the County and approved together with the building permit application.
 - H. OWNER/DEVELOPER is hereby granted a variance to the County Storm Water Runoff Ordinance to allow a maximum of seven (7) foot at high water depth to the detention pond located on the subject property. Said variance is being granted in consideration of OWNER/DEVELOPER maintaining the existing ground contours and trees in the detention area, as set out in the memorandum of July 22, 1998 of Strand Associates, Inc.
 - I. OWNER/DEVELOPER agrees to abide by the recommendations made in paragraphs 2, 3, and 4, of the attached July 22, 1998 memorandum of Strand Associates, Inc.
 - J. Horses may be maintained on Lots 1 and 7, if under joint ownership.
5. 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.

6. BINDING EFFECT.

This Planned Unit 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.

7. 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 Plat Office
c/o Kendall County Zoning Office
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: Dave Tremain, as Trustee UTA executed by
David L. Tremain dated June 2, 1994
401 W. Main Street
Plano, Illinois 60545

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

8. 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 or enacted during the pendency of this AGREEMENT, the provision of this AGREEMENT shall prevail to the extent of any such conflict or inconsistency.

9. 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.

If, for any reason during the term of this AGREEMENT, any approval or permission granted hereunder regarding plans or plats of subdivision or zoning is declared invalid, KENDALL agrees to take whatever action is necessary to reconfirm such plans and zoning ordinances effectuating the zoning, variations and plat approvals proposed herein.

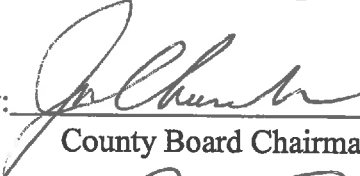
10. USE OF PROPERTY FOR FARMING.

Any portion of the PROPERTY, which is not conveyed or under development as provided herein, may be used for farming purposes, regardless of the underlying zoning until developed.

11. DAVID L. TREMAIN hereby discloses that he is the sole OWNER of the subject real property.

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: 8-18-98

Attest: 
County Clerk

OWNER:

DAVID L. TREMAIN, AS TRUSTEE UTA
EXECUTED BY DAVID L. TREMAIN DATED
JUNE 2, 1994

Dated: _____

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