

State of Illinois  
County of Kendall

Farm Colony  
9401  
K-S601

ORDINANCE 97 - 04

Approving PUD Plan  
**FIELDS OF FARM COLONY**  
Rt. 71 and Hilltop Road

WHEREAS, the Kendall County Board passed Resolution 96-08 on June 18, 1996 which granted approval to the preliminary plat of subdivision and special use permit for the planned development known as Fields of Farm Colony; and

WHEREAS, said development is planned for a tract of land of approximately 281 acres located east of Rt. 71 and north of Hilltop Road in Kendall and Oswego Townships; and

WHEREAS, Resolution 96-08 granted approvals subject to a subsequent approval by ordinance of a PUD Plan; and


WHEREAS, the Inland Capital Fund, L.P. and Inland Land Appreciation Fund, L.P. known as owners, petitioners, and intended developers of said Fields of Farm Colony have prepared a PUD Plan; and

WHEREAS, the Kendall County Board finds that said PUD Plan conforms to Resolution 96-08 and all ordinances of Kendall County and is in the best interests of Kendall County.

NOW THEREFORE, BE IT ORDAINED, that the Kendall County Board hereby grants approval of the "Fields of Farm Colony Planned Unit Development Agreement" attached to this ordinance and noted as Exhibit #1. Said Exhibit complies with and fulfills the conditions of Resolution 96-08.

IN WITNESS OF, this ordinance has been enacted on February 18, 1997.

  
John A. Church  
Kendall County Board Chairman

  
Paul Anderson  
Kendall County Clerk

STATE OF ILLINOIS )  
 )ss  
COUNTY OF KENDALL )



5/31/96  
6/1/96  
6/3/96  
8/5/96  
8/7/96  
8/8/96  
8/14/96  
8/14/96  
8/15/96

ORDINANCE # 97-  
**EXHIBIT**  
~~DATE 2/18/97~~  
STEVEN C. MANNING

**FIELDS OF FARM COLONY  
PLANNED UNIT DEVELOPMENT AGREEMENT**

NOW COMES, INLAND LAND APPRECIATION FUND, L.P., and INLAND CAPITAL FUND, L.P., Owner-Developer of a Subdivision located in OSWEGO and KENDALL TOWNSHIPS, KENDALL COUNTY, Illinois and the COUNTY OF KENDALL, a body politic who do hereby enter into this written Planned Unit Development Agreement to supplement and in addition to the Zoning and Concept Sketch, Preliminary Plat of Subdivision, Engineering Plans, and Final Plats, submitted and to be approved by the COUNTY OF KENDALL, who do hereby agree as follows:

1. WHEREAS, each party agrees that it is in the best interest of the County to develop the subject property ("Subdivision") described in the attached Exhibit "A" as a Planned Unit 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 the Subdivision known as FIELDS OF FARM COLONY SUBDIVISION; and

3. WHEREAS, each party agrees that a substantial impact will be had on the services of KENDALL COUNTY by developing said Subdivision; and

4. WHEREAS, the Owner Developer has agreed to perform certain conditions substantially above those requirements made by the COUNTY OF KENDALL or various local governmental bodies:

I

CODE MODIFICATIONS

That the modifications requested by the Owner-Developer from the Kendall County Zoning Ordinance and the Kendall County Subdivision Control Ordinance and which are approved by the Kendall County Board are as follows:

1. That the requirement of Section 8.00 C1.a. of the Kendall County Zoning Ordinance requiring that each residential building lot have a width of at least forty percent (40%) of its depth at the front building set back line is hereby waived for a maximum of forty (40) lots; but in no event shall a lot width be less than thirty percent (30%) of lot depth at the front building setback line. The Lot configuration as shown in the Concept Sketch prepared by Land Planning Services and dated May 24, 1996 which is hereby incorporated by reference as Exhibit "B" entitled Preliminary Plat of Subdivision, is hereby approved, subject to any changes necessitated by Engineering Review.

2. Owner-Developer shall be permitted to develop one hundred sixty (160) Lots provided all provisions of this Agreement have been complied with; and have no more than 16 Lots consisting of gross acreage under forty-five thousand (45,000) square feet pursuant to Section 8.00 C1.a. of the Kendall County Zoning Ordinance, but in no event shall the minimum gross area of any lot be under forty thousand (40,000) square feet.

3. Owner-Developer and/or the purchaser of the Lots shall be allowed to use mechanical

septic systems on the Lots provided same comply with all applicable State and County Health Code provisions and Kendall County Ordinances.

4. Owner-Developer shall be permitted a variance from the Kendall County Sign Ordinance which shall permit them to have up to three (3) permanent entrance-way signs with a maximum square footage of seventy-five (75) square feet each, in addition to all other signage permitted under the Kendall County Zoning Sign Ordinance.

5. If soil conditions are found during construction or inspection that are unstable or otherwise unsuitable for roads, foundations, ponds, or other facilities, then Developer shall either modify soil conditions or revise designs per typical construction practices to be approved by County.

6. Owner-Developer shall Comply with those terms and provisions of the City of Yorkville Subdivision Control Ordinance that the City of Yorkville has made applicable to the Subdivision provided such terms and provisions are contained within the City of Yorkville Subdivision Control Ordinance.

7. Annexation to the United City of Yorkville by the then current owners, shall be discretionary upon the part of the then owners of the subject real property contained in Fields of Farm Colony Subdivision. The United City of Yorkville shall have no duty or obligation at any time to provide an upgrade of public improvements for the benefit of said Subdivision.

## II

### CONTRIBUTIONS

(A) Owner-Developer shall pay the sum of One Thousand Three Hundred Fifty and No/100 Dollars (\$1,350.00) per residential building lot, as and for the sole contribution of the

Owner-Developer for the improvement of the extension of Van Emmon Road - Reservation Road between Illinois State Route 71 and Minkler Road, contiguous with the real property of Owner-Developer.

(B) Payment of said contribution shall take place for all residential building lots in each Phase or Unit of said Subdivision at the time of recording the Final Plat of Subdivision with the Recorder of Deeds of Kendall County for each respective Final Plat for any particular Phase or Unit of said Subdivision. Said contributions shall be used for no other purpose than the above road construction noted herein.

(C) The Owner-Developer shall improve in accordance with the Siebert Engineers, Inc. plans dated 8/28/96 that portion of Hilltop Road running Westerly from the entrance of the FIELDS OF FARM COLONY SUBDIVISION to its intersection with Illinois State Route 71 as part of Phase I. It is understood by Owner-Developer that the Illinois Department of Transportation must approve the improvement plans to Hilltop Road dealing with the intersection of Illinois State Route 71 and Hilltop Road. Owner-Developer acknowledges that the Hilltop improvements may have to be revised in order to comply with Illinois Department of Transportation requirements.

### III

#### COMMON ELEMENTS AND SIGNAGE

(A) The Owner-Developer shall provide as part of Engineering Approval For each Phase or Unit of said Subdivision, an extra design sheet, showing with particularity the signage, landscape design and improvements, pathway improvements and the like for approval by the County. Said landscape designs shall further show the location and type of plantings, trees,

entrance treatments for the subdivision, and pathway surfaces. Initial landscaping on the landscape plan for the common areas to be installed by Owner-Developer, not Homeowners Association.

(B) Owner-Developer shall be responsible for the installation and completion on a per-phase basis of the pathway system, lakes and detention facilities serving each phase as set out in the Concept Zoning Sketch of Land Planning Services dated May 24, 1996 incorporated herein by reference as Exhibit "B", and as approved as part of Final Engineering for each Phase of the Development.

#### IV

#### PHASING SCHEDULE

Owner-Developer estimates that the subject Subdivision shall be developed in no more than eight (8) Phases. The first Phase of the Subdivision will be located at the South end thereof with subsequent Phases progressing generally towards the North end of the Subdivision.

Construction of the Van Emmon Road - Reservation Road extension shall be completed by County of Kendall as a County project.

Construction phasing of roads and common areas and facilities to be approved by County Board, with Phase nearest Hilltop to be built first.

The Owner-Developer shall cooperate with the County of Kendall, in providing any documents necessary to confirm the dedication, or right-of-way of Lot 65 of Farm Colony Subdivision to be used for the Van Emmon-Reservation Road extension prior to the approval by final County Board vote of a Final Plat for Phase II of said Subdivision.

V

**IMPROVEMENT FEE PAYMENT SCHEDULE**

All Land-Cash Contributions shall be paid as per the existing Kendall County Ordinances, in existence at the time of Final vote of the Kendall County Board approving this Agreement.

Owner-Developer has secured the approval of the UNITED CITY OF YORKVILLE to be evidenced by their execution of each Final Plat approving the public improvements as disclosed in the approved engineering drawings for each Phase of the Subdivision.

VI

**MAINTENANCE**

(A) Owner-Developer shall create a Homeowners Association, for the ownership, care and maintenance of all common areas and common curtain drains, paths detention areas, signage and recreation areas, and landscaping in common areas.

(B) No regrading or modification of drainage, detention, berm, or common area landscaping shall be modified without approval of the Kendall County Plat Officer.

(C) Covenants to be reviewed by County to be in conformance with this Planned Unit Development and local Ordinances, to be approved by the Kendall County Zoning Officer, prior to the issuance of Building Permits for the first Final Plat of said Subdivision recorded by Owner-Developer.

(D) Owner-Developer should repair damage to surrounding roads due to Owner-Developer construction activities.

## VII

### MISCELLANEOUS

(A) That the Final Plats of Subdivision for areas which are adjacent to Farm real property shall contain the "Right to Farm Easement Language" as required by the Kendall County Zoning Office.

(B) That Owner-Developer shall dedicate land for public road right-of-way from the center of the roadway to allow sufficient footage to bring both Minkler Road and Hilltop Road up to current County Standards of forty (40) feet on Owner-Developer's side of Minkler Road and Forty (40) feet on Owner-Developer's side of Hilltop Road and for adjustments to Van Emmon-Reservation Road right-of-way. Any dedication by Owner-Developer for the above-referenced public right-of-way and adjustments to Van Emmon-Reservation Road shall not result in a reduction of the number of Lots that the Owner-Developer shall be entitled to develop in the Subdivision and shall not in any way affect the ratio of open area to developed Lots in the Subdivision.

(C) That Owner-Developer shall cooperate with the Kendall County Forest Preserve in granting non-exclusive easements over path areas designated on the Concept Sketch for the use of perimeter paths to link to Kendall County Forest Preserve Footpaths.

(D) The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the successors, heirs, and assigns of each party hereto.

(E) In the event any portion of this Agreement is deemed unconstitutional, unenforceable or void by any Statute, Law, or Court decision, the remaining portions of said Agreement shall remain in full force and effect.



(F) Terms and provisions of this Agreement shall be covenants running with the land and upon any transfer or sale thereof or any lot comprising any portion of the Subdivision, Owner-Developer shall be relieved of the obligations hereunder for such property sold with such obligations and covenants becoming binding upon the purchaser thereof.

(G) Owner-Developer shall give notice of its proposed Final Plats for each Phase of the Subdivision prior to recording in order to enable the affected Fire Protection Districts to set mutually agreeable service boundaries to the Bristol-Kendall Fire Protection District and the Oswego Fire Protection District.

(H) Owner-Developer agrees to record a drawing with each Phase of its Final Plats disclosing the location and depth of any curtain drains or common tile line for disposal of nuisance flows of water and management of Farm tile drains.

IN WITNESS WHEREOF the parties have executed this Agreement this 18 day of February, 1996.

COUNTY OF KENDALL

By: *[Signature]*  
CHAIRMAN, KENDALL COUNTY BOARD

ATTEST:

*[Signature]*  
COUNTY CLERK

INLAND LAND APPRECIATION FUND, L.P.

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

INLAND CAPITAL FUND, L.P.

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

Prepared By:

Law Offices of Daniel J. Kramer  
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