

ORDINANCE NUMBER 2003 - 19

FINAL PLANNED DEVELOPMENT AND SUBDIVISION PLAT APPROVAL
ROSE HILL

WHEREAS, the Property Concepts, Inc. petitioned Kendall County for approval of a Final Planned Development and Subdivision plat for Rose Hill Subdivision as required under the provisions of the RPD-2 (Residential Planned Development – Two) District ; and

WHEREAS, said petition did pertain to a tract of land approximately 97.60 acres in area, located at the Northwest corner of Minkler and Hilltop Roads in Oswego and Kendall Townships; and

WHEREAS, said property is legally described in Exhibit “A”; and

WHEREAS, the Planning, Building and Zoning Committee and the County Board previously granted approval of a concept plan and preliminary plat to the County Board;

WHEREAS, the developer has proposed to develop the property as a Planned Residential Development; and

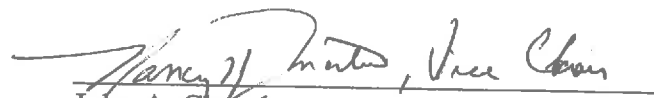
WHEREAS, the final Planned Development and Subdivision plat attached hereto and made a part hereof as Group Exhibit “B” has been reviewed and determined to be in substantial conformance with the previously approved concept plan and preliminary plat; and


WHEREAS, all procedures required by Sections 8.04 and 8.06 the Kendall County Zoning Ordinance and the requirements of the Kendall County Subdivision Control Ordinance were followed;

NOW, THEREFORE, BE IT ORDAINED, that the Kendall County Board hereby approves a concept plan preliminary plat of subdivision for said tract of land entitled “Rose Hill”.

IN WITNESS OF, this ordinance has been enacted on July ¹⁸~~15~~, 2003.

Attest:


John A. Church
Kendall County Board Chairman


Paul Anderson
Kendall County Clerk

by  Bennetta S. Mickelson, Deputy

LEGAL DESCRIPTION

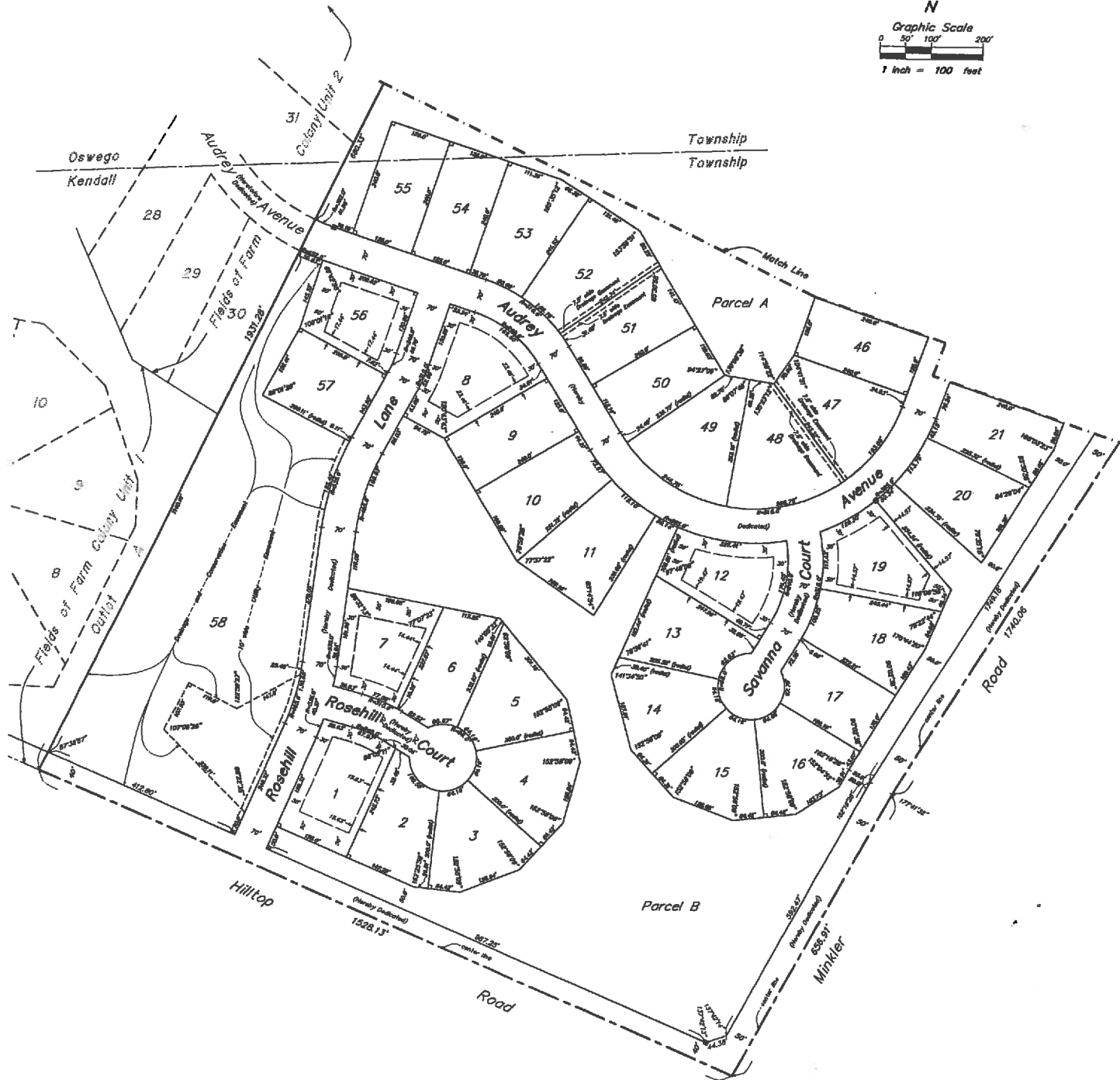
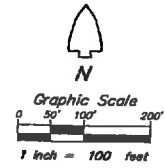
That part of the Northwest Quarter of Section 1, part of the North Half of Section 2, Township 36 North, Range 7 East of the Third Principal Meridian, and that part of the South Half of Section 35, Township 37 North, Range 7 East of the Third Principal Meridian, described as follows: Commencing at the Southwest corner of the Southeast Quarter of said Section 1; thence North 0 degrees 30' 57" West along the East line of the West Half of said Section 1, 713.80 feet; thence South 65 degrees 34' 48" West 298.72 feet; thence South 88 degrees 31' 15" West 1516.20 feet; thence North 88 degrees 56' 06" West 265.76 feet; thence North 81 degrees 43' 35" West 568.81 feet to the East line of said Section 2; thence North 0 degrees 29' 58" West along said East line 1612.69 feet; thence North 62 degrees 03' 44" West 469.85 feet; thence North 13 degrees 41' 35" East 34.22 feet for the point of beginning; thence North 13 degrees 41' 35" East 894.72 feet; thence South 60 degrees 32' 16" East 543.23 feet; thence North 10 degrees 25' 37" East 572.88 feet; thence North 64 degrees 37' 29" West 192.72 feet; thence North 10 degrees 25' 37" East 573.81 feet; thence North 64 degrees 23' 33" West 815.10 feet; thence North 48 degrees 52' 44" West 1145.38 feet to the center line of Minkler Road; thence North 32 degrees 10' 03" East along said center line 4.33 feet; thence North 48 degrees 43' 44" West 1688.46 feet; thence South 32 degrees 26' 29" West 949.07 feet; thence South 26 degrees 41' 34" West 1931.28 feet to the center line of Hilltop Road; thence South 65 degrees 39' 27" East along said center line 1528.16 feet to the center line of said Minkler Road; thence North 29 degrees 51' 35" East along said center line 3.26 feet; thence South 65 degrees 58' 42" East 583.91 feet; thence South 89 degrees 26' 42" East 390.10 feet; thence South 63 degrees 58' 42" East 479.27 feet; thence South 60 degrees 58' 05" East 886.44 feet to the point of beginning, in the Townships of Oswego and Kendall, Kendall County, Illinois.

PIN #03-43-400-003
05-01-100-007
05-02-200-001

EXHIBIT "A"

Rosehill Subdivision

Oswego and Kendall Townships Kendall County Illinois



Prepared for Developer/Contract Purchaser:
 Property Concepts, Inc.
 2677 U.S. Highway 34
 Oswego, Illinois 60543
 (630) 554-8000

PREPARED BY:
WESTERN ENGINEERING, P.C.
 ONE WEST ILLINOIS STREET, SUITE 230
 SAINT CHARLES, ILLINOIS 60174
 (630) 443-8181 (630) 443-8994 Fax

Sheet 2 of 4

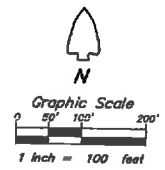
File Name: SubPlot/Plot1	Drawn By: MLJ
Directory: CAD/338062	Job Number: 338.602

Rosehill Subdivision

Oswego and Kendall Townships Kendall County Illinois

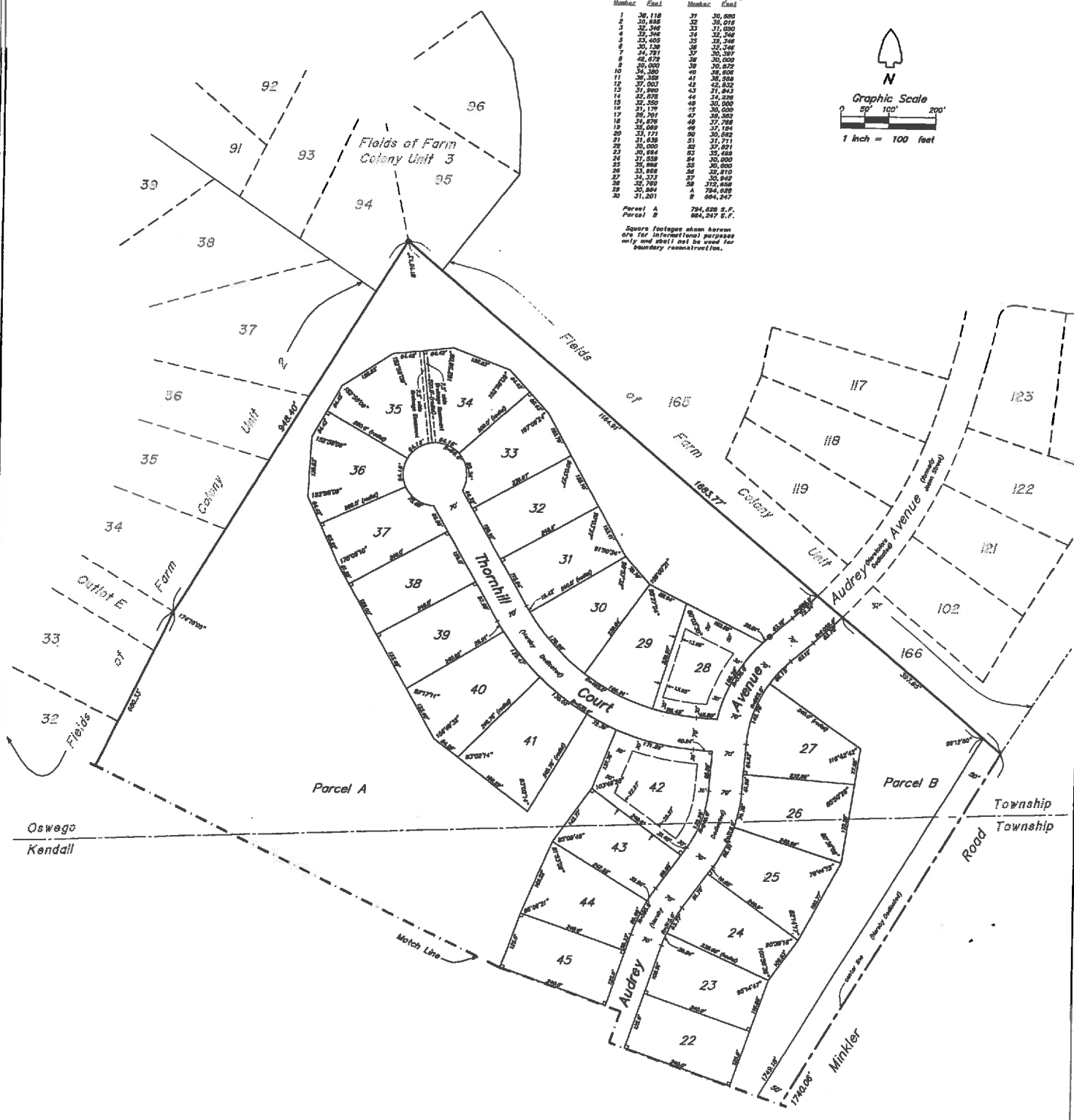
Area Tabulation

Lot	Square	Lot	Square
Number	Feet	Number	Feet
1	38,118	37	30,880
2	32,848	38	30,818
3	32,548	39	37,030
4	32,548	40	32,548
5	33,405	41	32,548
6	32,128	42	32,548
7	32,281	43	30,397
8	42,078	44	30,000
9	30,000	45	30,000
10	34,300	46	38,608
11	38,300	47	38,608
12	37,003	48	42,832
13	31,900	49	31,843
14	32,878	50	34,228
15	32,500	51	30,000
16	31,178	52	30,000
17	28,701	53	30,000
18	34,878	54	37,288
19	34,878	55	37,288
20	33,171	56	30,582
21	31,638	57	31,711
22	30,000	58	37,921
23	30,894	59	35,488
24	31,839	60	30,000
25	30,894	61	30,000
26	33,858	62	35,810
27	34,373	63	30,843
28	32,700	64	35,658
29	30,800	A	784,428
30	31,201	B	884,247



Parcel A 784,428 S.F.
 Parcel B 884,247 S.F.

Square footages shown herein are for informational purposes only and shall not be used for boundary reconstruction.



Prepared for Developer/Contract Purchaser:
 Property Concepts, Inc.
 2677 U.S. Highway 34
 Oswego, Illinois 60543
 (630) 554-6000

PREPARED BY:
WESTERN ENGINEERING, P.C.
 ONE WEST ILLINOIS STREET, SUITE 230
 SAINT CHARLES, ILLINOIS 60174
 (630) 443-8161 (630) 443-8954 Fax

Sheet 3 of 4

File Name: SubPlot/Plot1	Drawn By: MLH
Directory: CAD/338002	Job Number: 338.002

Rosehill Subdivision Oswego and Kendall Townships Kendall County Illinois

State of Illinois)
County of Kane)
This is to certify that Old Second National Bank or Trustee under Trust Agreement dated June 7, 2002 and known as Trust No. 8775 is the owner of the land described in the foregoing surveyor's certificate and has caused the same to be surveyed, subdivided and platted as shown by the annexed plat for the uses and purposes therein set forth as allowed and provided by statute, the subdivision to be known as "Rosehill Subdivision, Oswego and Kendall Townships, Kendall County, Illinois," and it hereby acknowledges and adopts the same under the style and title aforesaid. Said premises are located within Community Unit School District No. 115.

Dated at Aurora, Illinois, this _____ day of _____, 2003.

By _____ Trust Officer Attest: _____

State of Illinois)
County of Kendall)
Approved by the _____ Plan Commission,
this _____ day of _____, 2003 A.D.

Chairman

State of Illinois)
County of Kendall)
Approved this _____ day of _____, 2003 A.D.

Plat Officer

State of Illinois)
County of Kane)
I, _____ a Notary Public in and for the County and State aforesaid hereby certify that _____ Trust Officer and _____ who are personally known to me to be the same persons whose names are subscribed to the foregoing annex certificate appeared before me this day in person and acknowledged the execution of the annexed plat and accompanying instrument as their free and voluntary act.
Given under my hand and Notarial Seal, this _____ day of _____, 2003.

Notary Public

State of Illinois)
County of Kendall)
Approved by the _____ Plan Commission,
this _____ day of _____, A.D. 2003.

Chairman

State of Illinois)
County of Kendall)
Approved by the City Council of the "United" City of Yorkville, County of Kendall County, Illinois.
Dated at _____ Illinois, this _____ day of _____, 2003, A.D.

ATTEST: _____
Clerk

Mayor

State of Illinois)
County of Kendall)
Approved by the Plat and Zoning Committee, this _____ day of _____, 2003 A.D.

Plat & Zoning Committee, Chairman

State of Illinois)
County of Kendall)
I, _____ do hereby certify that all matters pertaining to the Highway requirements as described in the regulations governing plats adopted by the County Board of Kendall County, insofar as they pertain to the annexed plat, have been complied with.
Dated this _____ day of _____, 2003.

Kendall Township Highway Commissioner

State of Illinois)
County of Kendall)
Approved by the County Board of Kendall County, Illinois
this _____ day of _____, 2003, A.D.

County Clerk Chairman of County Board

State of Illinois)
County of Kendall)
I, _____ do hereby certify that all matters pertaining to the Highway requirements as described in the regulations governing plats adopted by the County Board of Kendall County, insofar as they pertain to the annexed plat, have been complied with.
Dated this _____ day of _____, 2003.

Oswego Township Highway Commissioner

State of Illinois)
County of Kendall)
This is to certify that I, _____ County Clerk for the County aforesaid, do hereby certify that there are no delinquent general taxes, no unpaid current taxes, no unpaid agriculture taxes and no redeemable tax sales against any of the real estate described in the foregoing certificate.
Dated this _____ day of _____, 2003.

County Clerk

State of Illinois)
County of Kendall)
I, Francis C. Moss, County Engineer of Kendall County, do hereby certify that the annexed plat has been examined by me and found to comply with the highway requirements as set forth in the regulations governing plats of subdivided land adopted by the County Board of Kendall County, Illinois.
Dated this _____ day of _____, 2003.

Kendall County Engineer

Kendall County Right-to-Farm Notice
Kendall County has a long, rich tradition in agriculture and expects the role that farming continues to play in shaping the economic viability of the county. Property that supports this industry is indicated by a zoning indicator - A-1 or Ag Special Use. Anyone constructing a residence or facility near this zoning should be aware that normal agriculture practices may result in occasional smells, dust, sights, noise, and unique hours of operations that are not typical in other zoning areas.

Land Cash Fees Notice

All lots as delineated in the above plat are subject to payments of fees pursuant to the Land Cash Ordinance of Kendall County as administered by the Kendall County Building and Zoning Office, and is a covenant running with the land. A recordable release will be issued upon payment of such fees.

General Easement Provision

An easement is hereby reserved for and granted to Nicor Gas Company, its successors and assigns, in all streets, alleys and other public ways and places shown on this plat, said easement to be for the installation, maintenance, relocation and removal of gas facilities.

An easement is hereby reserved for and granted to SBC Telephone Company, Commonwealth Edison Company and A.L.T. Broadband Cable Television and their respective successors and assigns within the area as shown by dotted lines on the plat and where indicated in the legend for "Utility Easement", to install, lay, construct, renew, operate and maintain conduits and cables, with all necessary equipment for the purpose of serving the subdivision and other property with telephone and electric services; also, to hereby granted the right to use the streets for said purposes; the right to enter upon the lots at all times to install, lay, construct, renew, operate and maintain within said easement area said conduits, cables, and other equipment; and finally the right is hereby granted to cut down and remove or trim and keep trimmed any trees, shrubs or saplings that interfere with any of the said public utility equipment. No permanent buildings or trees shall be placed on said easement, but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or the rights granted herein.

Utility Easement Provisions

A permanent non-exclusive easement is hereby reserved for and granted to the County of Kendall and to all public utility and other companies of any kind operating under franchise granting their rights from the County of Kendall including, but not limited to, the following companies: SBC Telephone Company; Commonwealth Edison Company; A.L.T. Broadband Cable Television and to their successors and assigns (hereinafter "the Grantee"), in, on, upon, across, over, under and through the area shown by dotted lines and labeled "UTILITY Easement" on this plat of subdivision and where indicated in the above legend for the purpose of installing, constructing, inspecting, operating, replacing, renewing, clearing, enlarging, removing, repairing, cleaning and maintaining electrical, cable television, communication, gas, telephone or other utility lines and appurtenances, and such other installations and service connections as may be required to furnish public utility services to adjacent areas, and such appurtenances and additions thereto as the Grantee may deem necessary, together with the right of access across the real estate platted herein for the necessary personnel and equipment to do any or all of the above work. No permanent buildings or trees shall be placed on said easements, but the premises may be used for gardens, shrubs, landscaping, and other purposes that do not then or later interfere with the above said uses and purposes. Fences shall not be erected upon said easements in any way which will restrict the uses herein granted except as specifically permitted by written authority of the Grantee. The right is also hereby granted to the Grantee to cut down, trim, or remove any trees, shrubs, or other plants that interfere with the operation of or access to said utility installations in, on, upon, across, over, under, or through said easements. The Grantee shall not be responsible for replacement of any such improvements, fences, gardens, shrubs, or landscaping removed during exercise of the herein given rights. Replacement of items so removed shall be the responsibility of the then lot owner.

Drainage Easement Provisions

A permanent non-exclusive easement is hereby reserved for and granted to the County of Kendall (hereinafter "the Grantee"), and to its successors and assigns, in, on, upon, across, over, under and through the area shown by dotted lines and labeled "Drainage Easement" on this plat of subdivision, or where otherwise noted in the above legend for the purpose of installing, constructing, inspecting, operating, replacing, renewing, clearing, enlarging, removing, repairing, cleaning and maintaining storm sewers, drainage, stormwater detention and retention facilities, subsurface drainage systems and appurtenances and any and all manholes, pipes, connections, catch basins, and without limitation, such other installations as the Grantee may deem necessary, together with the right of access across the real estate platted herein for the necessary personnel and equipment to do any or all of the above work. In furtherance of the foregoing affirmative rights, the following covenants shall run with said land in perpetuity: No permanent buildings or structures shall be placed on said Drainage Easement; No trees or shrubs shall be placed on said Drainage Easement, but the premises may be used for landscaping and other purposes that do not then or later interfere with the above said uses and purposes; Fences shall not be erected upon said Drainage Easement in any way which will restrict the uses herein granted. The right is also hereby granted to the Grantee to remove any unpermitted buildings or structures, to cut down, trim or remove any trees, shrubs, or other plants that interfere with the operation of or access to such drainage facility in, on, upon, across, over, under or through said Drainage Easement. The Grantee shall not be responsible for replacement of any such buildings, structures, improvements, fences, gardens, shrubs, or landscaping removed during exercise of the herein given rights. Replacement of items so removed shall be the responsibility of the then lot owner. Where Drainage Easement areas are also used for electric, telephone, cable television or gas distribution systems or components, such utility interests with the maintenance of gravity or subsurface flow and installation of vegetative groundcover on the above mentioned drainage facilities.

Conservation Easement Provisions

A non-exclusive Conservation Easement for the protection of Parcel A, B and part of Lot 58 lying within a "Drainage and Conservation Easement" as shown on the plat drawn on sheet 2 and 3 hereof is hereby reserved for and granted to the Rosehill Subdivision Homeowners Association. Its successors and assigns for the following purposes but subject to a Grant of Conservation Easement filed contemporaneously with the subdivision plat:

- To accept and conduct surface water discharges from adjacent upstream property.
- To maintain said land in its natural, scenic and open condition, and:
- To enter said land at all reasonable times for the purpose of inspecting said land to determine if the grantor, or his heirs or assigns, is complying with the covenants and purposes of this grant.
- To conduct controlled burns and other management activities that will improve and maintain the natural condition of said easement area. In furtherance of the foregoing affirmative rights, the grantor makes the following covenants on behalf of himself, his heirs and assigns, which covenants shall run with said land in perpetuity:
- There shall be no dredging or fill material placed upon said land after completion of construction except for access needed for the installation of specific field absorption lines for Lots 1 through 57, with written consent of the Grantee and the Kendall County Plat Officer.
- There shall be no fences, buildings or structures, including signs, constructed upon said land.
- There shall be no destruction of trees and plants on said land, except for prudent forestry management which may include, but is not limited to, trimming, removal of fallen, damaged, diseased, or dead vegetation which may threaten human occupation of said land.
- There shall be no plowing of said land nor shall there be any mining, removal of topsoil, sand, rock, gravel, materials or other material from said land.
- There shall be no grazing or keeping of livestock or domestic animals of any kind on said land, and:
- There shall be no operation of automobiles, dune buggies, motorcycles, all-terrain vehicles or any other types of motorized vehicles on said land.

Said "Conservation Easement" may be changed, modified or abrogated only upon written approval of said Grantee, or its successor.

State of Illinois)
County of Kendall)
This instrument No. _____ was filed for record in the recorder's office of Kendall County aforesaid on the _____ day of _____, 2003, at _____ o'clock _____ m. in book _____ of _____ plats of page _____.

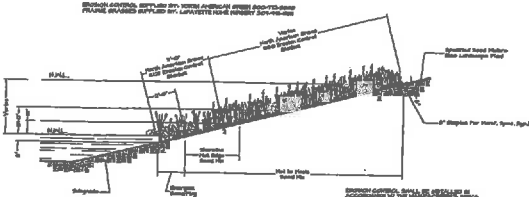
Kendall County Recorder

Prepared for Developer/Contract Purchaser:
Property Concepts, Inc.
2677 U.S. Highway 34
Oswego, Illinois 60543
(630) 554-6000

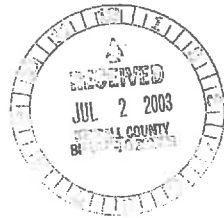
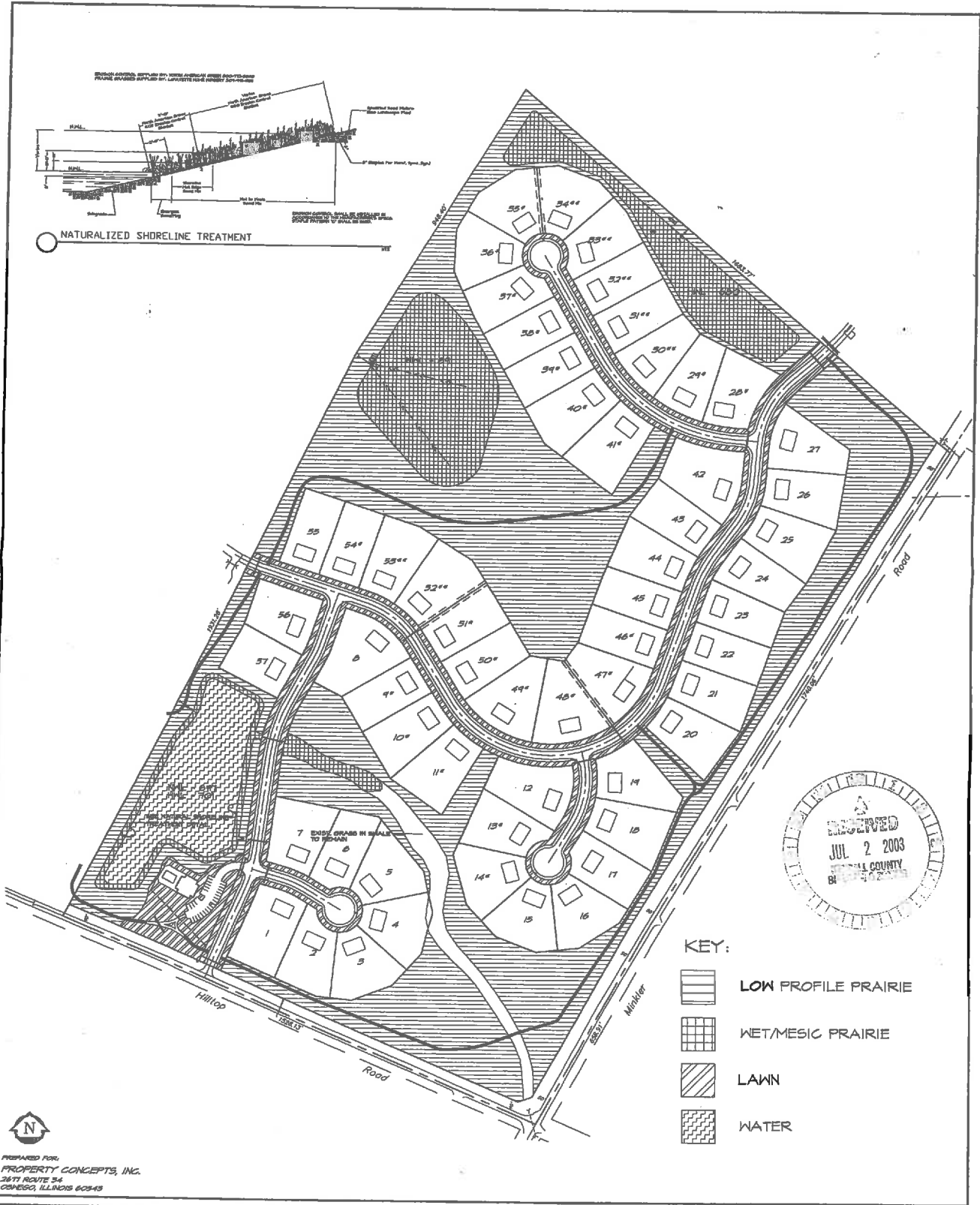
PREPARED BY:
WESTERN ENGINEERING, P.C.
ONE WEST ILLINOIS STREET, SUITE 230
SAINT CHARLES, ILLINOIS 60174
(630) 443-8181 (630) 443-8234 Fax

Sheet 4 of 4

File Name: SubPlat/Plat1 Drawn By: MLH
Directory: CAD/338002 Job Number: 338.002



NATURALIZED SHORELINE TREATMENT



- KEY:
- LOW PROFILE PRAIRIE
 - WET/MESIC PRAIRIE
 - LAWN
 - WATER

PREPARED FOR:
 PROPERTY CONCEPTS, INC.
 2677 ROUTE 34
 COPELAGE, ILLINOIS 60243

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GRASSING SCHEDULE

ROSE HILL

KEP... ILLINOIS

REVISIONS

Ives/Ryan Group, Inc.
 Land Planning
 Landscape Architecture
 Civil/Construction Architecture

PROJECT NO.: 55602 JOB NO.: 6519
 DATE: 9/20/03 SHEET: 2
 SCALE: 1"=100'
 PLANNER: METZ
 CHECKED BY: METZ

STATE OF ILLINOIS)
)ss.
COUNTY OF KENDALL)

March 13, 2003

RIGHT-OF-WAY MAINTENANCE AGREEMENT

NOW COMES ROSE HILL SUBDIVISION HOMEOWNERS' ASSOCIATION, an Illinois Not-for-Profit Corporation, which does hereby agree to enter into this Right-of-Way Maintenance Agreement with Kendall Township Road Commissioner, Oswego Township Road Commissioner, and the County of Kendall for and in consideration of the approval of Rose Hill Subdivision in the Township of Kendall, Illinois upon the following terms and conditions:

WHEREAS, Kendall Township and Oswego Township are rural township road districts, which have limited funds to maintain all township roads; and

WHEREAS, Property Concepts, Inc. has proposed the development of Rose Hill Subdivision within Kendall Township, and Oswego Township, Illinois having various amenities that shall not be maintained by the Kendall Township or Oswego Township Highway Departments, including a central trail system throughout the development, as well as island cul-de-sacs, substantial open space, and trees within the right-of-way being maintained in order to preserve trees; and

WHEREAS, the Homeowners' Association of Rose Hill Subdivision has agreed to undertake the maintenance of the above stated items in an orderly fashion to preserve the value of the subdivision, to avoid becoming an imposition on the taxpayers of the County of Kendall and Kendall and Oswego Townships as a whole, and to comply with all terms of the Planned Unit Development Agreement and Covenants, Conditions, and Restrictions of record in reference to Rose Hill Subdivision:

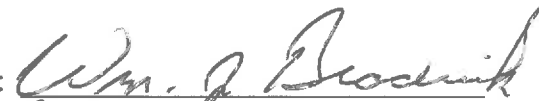
NOW THEREFORE, the parties agree that ROSE HILL SUBDIVISION HOMEOWNERS' ASSOCIATION shall be responsible to maintain all of the following improvements at its expense:

- 1) The ROSE HILL SUBDIVISION HOMEOWNERS' ASSOCIATION, an Illinois Not-for-Profit Corporation, shall have authority and will mandatorily require through its covenants and the Planned Unit Development Agreement entered into with the County of Kendall to assess maintenance fees for a central trail system throughout the development, as well as island cul-de-sacs, all common open space areas designated on the Plat of Subdivision, and trees within the right-of-way being maintained in order to preserve trees, at its expense and to levy assessments therefore under the terms of its Homeowners' Association Covenants, Conditions, and Restrictions of record and Bylaws, and to consent to the execution of a Special Tax Service Area for back-up levy purposes by the County of Kendall in the event the Homeowners' Association fails to carry out its obligations hereunder.
- 2) The Kendall Township and Oswego Township Road Commissioners shall be responsible for maintenance of public roadways in terms of road repair, snow plowing, and replacement of road surface pursuant to its normal method of road maintenance throughout the Township of Kendall.
- 3) Any Agreement or parts thereof in conflict with the provisions of this Agreement are hereby repealed to the extent of such conflict.

This Agreement is binding upon all successors, heirs, and assigns of each party hereto.

ROSE HILL SUBDIVISION HOMEOWNERS' ASSOCIATION,
an Illinois Not-for-Profit Corporation

By: 
President

Attest: 
Asst. Secretary

Dated: July 21, 2003

KENDALL TOWNSHIP ROAD COMMISSIONER

By:  _____

Dated: 7/21/03 _____

OSWEGO TOWNSHIP ROAD COMMISSIONER

By:  _____

Dated: 7-7-03 _____

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