



#2024-134 Bard Estates (Derbyshire) Townhomes 1201 Bard Road – Final Plat of Subdivision for a Townhome Development Project Review for Planning and Zoning Commission

<u>Meeting Date:</u>	August 7, 2024
<u>Requests:</u>	Final Plat of Subdivision for a 48-unit townhome development.
<u>Location:</u>	1201 Bard Road
<u>Acreage:</u>	Approximately 5 acres
<u>Existing Zoning:</u>	R-3B PUD Multi-Family Residential
<u>Surrounding Properties:</u>	North: R-2 Single Family Residential South: R-1 PUD Single Family Residential East: B-1 PUD Neighborhood Commercial and east of Huntley Road R-1 PUD Single Family Residential West: E Estate (City Fire Station and Water Tower) and R-3B PUD Multi-Family Residential
<u>Staff Contact:</u>	Elizabeth Maxwell (815.356.3615)

Background:

- The Preliminary PUD and Plat of Subdivision were approved November 21, 2023. The Preliminary PUD granted zoning approval for 48 townhome units with the site layout and elevations.
- The Final PUD was approved July 16, 2024.
- Each unit would be available for ownership so a final plat illustrating the lots for sale was required to be reviewed and approved.

Development Analysis:

General

- **Requests:** A Final Plat of Subdivision to construct 48 townhome units.
- **Zoning:** The site is zoned R-3B PUD Multi-Family Residential and received preliminary approvals.
- **Land Use:** The land use map shows the area as High Density Residential. This land use designation is appropriate for this use.

- **Plat of Subdivision:**
 - A plat of subdivision showing the three outlots, Outlot A, B and C. Outlot A is the common area, Outlot B is the detention facility, and Outlot C is the small landscaped area on the west side of Crabapple Drive.
 - Each unit has been located in a block with the lot line for the units detailed. There are 48 lots for sale.

Findings of Fact:

Final Plat of Subdivision

The petitioner is requesting Final Plat approval for 48 residential townhome lots and three outlots. A Final Plat of Subdivision with the Condominium division of the units will be provided. Final Plats are required to meet the following requirements:

- a) Promote the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of the City by providing for the orderly growth and development of the City;
 Meets *Does not meet*
- b) Coordinating streets and roads within proposed subdivisions with the City's planned street system, and with other public facilities;
 Meets *Does not meet*
- c) Providing right-of-way easements for streets and utilities;
 Meets *Does not meet*
- d) Avoiding congestion and overcrowding, and encouraging the proper arrangement of streets in relation to existing or planned streets;
 Meets *Does not meet*
- e) Ensuring there is adequate open space and recreation facilities to serve development;
 Meets *Does not meet*
- f) Ensuring there is proper recordation of landownership records;
 Meets *Does not meet*
- g) Installation of any public improvements including water, sewer, storm sewer or detention, parkway trees, and sidewalks;
 Meets *Does not meet*
- h) Burial of overhead utility lines and all new lines and services in appropriate easements; and
 Meets *Does not meet*
- i) Ensuring the provision of such other matters as the City Council may deem necessary in order to protect the general health, safety, and welfare of the City
 Meets *Does not meet*

Recommended Conditions:

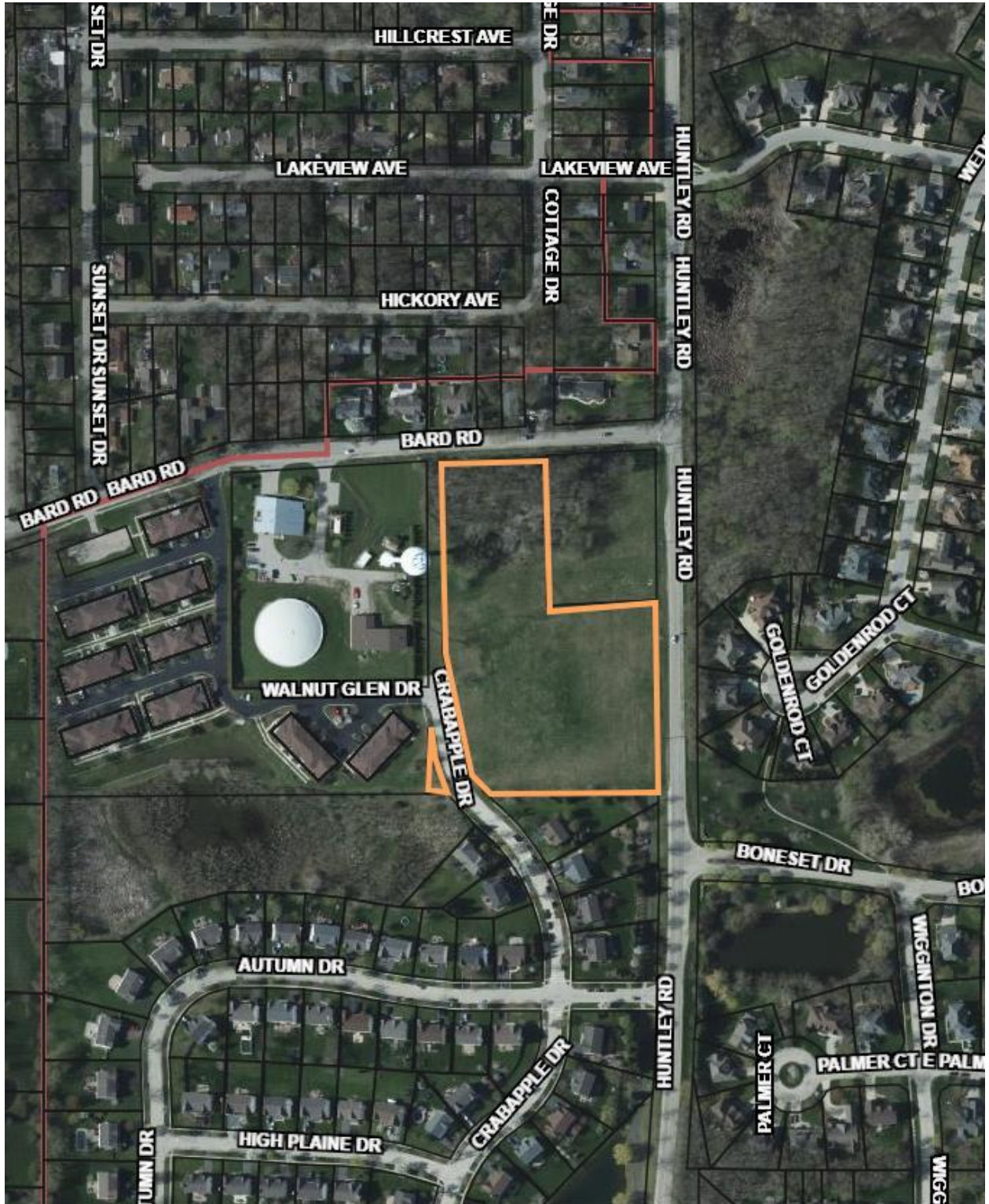
If a motion to recommend approval of the petitioner's request is made, it should be with the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
 - A. Application (Kerrick, received 11/02/22)
 - B. Final Plat of Subdivision (Vanderstappen, dated 08/01/24, received 08/02/24)

2. Plat of Subdivision
 - A. Provide a Final Plat of Subdivision with Condominium Ownership designation for review and approval. Easements shall be removed from the final plat and a separate Plat of Easement shall be submitted.
 - B. Provide the Covenants, Conditions, and Restrictions for staff review.

3. The petitioner shall address all of the review comments and requirements of the City Departments of, Fire Rescue, Public Works and Engineering, and Community Development and the City's Stormwater Consultant.

PIQ MAP
1201 Bard Road





**City of Crystal Lake
Development Application
Ownership Sign-off Acknowledgement Form**

The following information is related to a development application. As the owner of the property in question, I (we) acknowledge that the information provided in the submittal was reviewed and approved.

Owner Information

Name: Current title holder is Chicago Title Land Trust Co., Trust 79-191, Sandra Kerrick, an owner

Address: 710-3 St. Andrews Lane

Crystal Lake, IL 60014

Phone: 815-477-0830

E-mail: skerrick@waggonerlawfirm.com

Project Name & Description: CRYSTAL POINTE ROW HOMES

48 two-story townhomes with 134-car parking, including 96

individual garages with a dog park, pickle board court, children's playground, gazebo

and recreation area

Project Address/Location: Southwest of Bard and Huntley Roads, on both roads

Signature

Sandra Kerrick

November 10, 2022

Owner: Print and Sign name

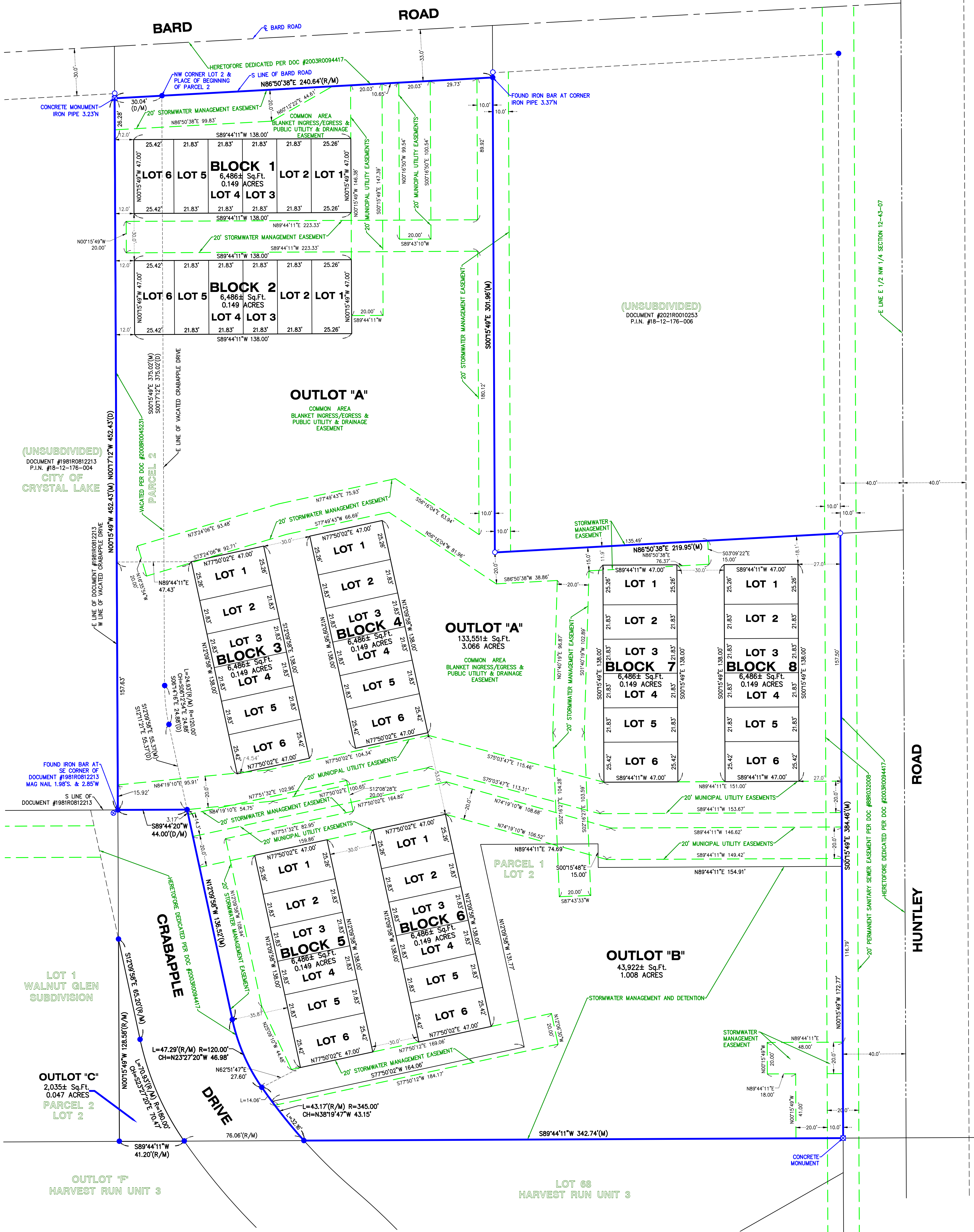
Date

NOTE: If the property is held in a trust, the trust officer must sign this petition as owner. In addition, the trust officer must provide a letter that names all beneficiaries of the trust.

FINAL PLAT OF SUBDIVISION DERBYSHIRE TOWNHOMES SUBDIVISION

A resubdivision of Lot 2 of Walnut Glen Subdivision and
part of the East Half of the Northwest Quarter of Section 12,
Township 43 North, Range 7 East of the Third Principal Meridian,
in McHenry County, Illinois

**ZONED R3B PUD
GRAFTON TOWNSHIP
CITY OF CRYSTAL, ILLINOIS**



(UNSUBDIVIDED)
DOCUMENT #1981R0812213
P.I.N. #18-12-176-004
CITY OF CRYSTAL LAKE

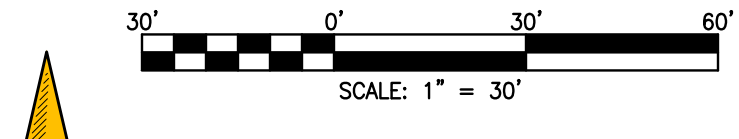
(UNSUBDIVIDED)
DOCUMENT #2021R0010253
P.I.N. #18-12-176-006

LOT 1
WALNUT GLEN
SUBDIVISION

OUTLOT "C"
2,035± Sq.Ft.
0.047 ACRES
PARCEL 2
LOT 2

OUTLOT "F"
HARVEST RUN UNIT 3

LOT 68
HARVEST RUN UNIT 3



CLIENT: PROJADES, LLC
DRAWN BY: IVA CHECKED BY: APG
SCALE: 1"=30' SEC. 12 T. 43. R. 7 E.
BASIS OF BEARING: ILLINOIS EAST ZONE NAD83 (2011)
P.I.N.: 18-12-179-005
JOB NO.: 230777 I.D. FPS
FIELDWORK COMP.: BK. PG.
ALL DISTANCES SHOWN IN FEET AND DECIMAL PARTS THEREOF CORRECTED TO 68° F.

LOT AREA SUMMARY

LOT 1	= 1,187± Sq.Ft.
LOT 2	= 1,026± Sq.Ft.
LOT 3	= 1,026± Sq.Ft.
LOT 4	= 1,026± Sq.Ft.
LOT 5	= 1,026± Sq.Ft.
LOT 6	= 1,195± Sq.Ft.

REVISIONS

NO.	DATE	DESCRIPTION	BY
1.	9/06/23	ORIGINALLY PLATTED	TVA
2.	3/13/24	REVISED PER CITY REVIEW	TVA
3.	5/28/24	ADDED TOWN HOME LOTS PER CLIENT	TVA
4.	8/01/24	REVISED MUNI. EASE. PER CLIENT	TVA



FINAL PLAT OF SUBDIVISION DERBYSHIRE TOWNHOMES SUBDIVISION

A resubdivision of Lot 2 of Walnut Glen Subdivision and part of the East Half of the Northwest Quarter of Section 12, Township 43 North, Range 7 East of the Third Principal Meridian, in McHenry County, Illinois

**ZONED R3B PUD
GRAFTON TOWNSHIP
CITY OF CRYSTAL, ILLINOIS**

PUBLIC UTILITY EASEMENT PROVISION

An easement for serving the subdivision and other property with electric and communications services is hereby reserved for and granted to:

Commonwealth Edison Company,
Cable Television Company or Franchises
and
AT&T, Grantees

their respective successors and assigns, jointly and severally, to install, operate, maintain, and remove, from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and sounds and signals in, over, under, across, along and upon the surface of the property shown within the dotted or dashed lines on the plat and marked "Easement" or "PUE", the property designated in the Declaration of Condominium and/or on this plat as "Common Elements", and the property designated on the plat as a "Common area or areas", and the property designated on the plat for streets and alleys, whether public or private, together with the right to install required service connections over or under the surface of each lot and common area or areas to serve improvements thereon, or on adjacent lots, and common area or areas, the right to cut, trim or remove trees, bushes and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. Obstructions shall not be placed over grantees' facilities or in, upon or over the property within the dotted lines marked "Easement" or "PUE" without the prior written consent of grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered in a manner so as to interfere with the proper operation and maintenance thereof.

The term "Common Elements" shall have that meaning set forth for such term in Section 2(e) of "An act in relation to condominiums" (Illinois Revised Statutes, Ch. 30, par. 302(e)), as amended from time to time.
The term "common area or areas" is defined as a lot, parcel, or area of real property, the beneficial use and enjoyment of which is reserved in whole as an appurtenance to the separately owned lots, parcels or areas within the planned development, even though such areas may be otherwise designated on the plat by terms such as "outlots", "common elements", "open space", "open area", "common ground", "parking and common area". The terms "common area or areas" and "Common Elements" includes real property surfaced with interior driveways and walkways, but excludes real property physically occupied by a building, Service Business District or structures such as a pool or retention pond, or mechanical equipment.
Relocation of facilities will be done by Grantees at cost of Grantor/Lot Owner, upon written request.

An easement is hereby reserved for and granted to NICOR, its successors and assigns to install, operate, maintain, repair, replace and remove facilities used in connection with the transmission and distribution of natural gas in, over, under, across, along and upon the surface of the property shown within the dotted or dashed lines on the plat and marked "Easement", "Common Area or Areas", and streets and alleys, whether public or private, and the property designated in the Declaration of Condominium and/or on this plat as "Common Elements", together with the right to install required service connections over or under the surface of each lot and Common Area or Areas to serve improvements thereon, or on adjacent lots, and Common Area or Areas, and to serve other property, adjacent or otherwise, and the right to remove obstructions, including but not limited to, trees, bushes, roots and fences, as may be reasonably required incident to the rights herein given, and the right to enter upon the property for all such purposes. Obstructions shall not be placed over NICOR's facilities or in, upon or over the property identified on this plat for utility purposes without prior written consent of NICOR. After installation of any such facilities, the grade of the property shall not be altered in a manner so as to interfere with the proper operation and maintenance thereof.

The term "Common Elements" shall have that meaning set forth for such term in Section 605/2(e) of the "Condominium Property Act" (Illinois Compiled Statutes, Ch. 765, Sec. 605/2(e)), as amended from time to time.

The term "common area or areas" is defined as a lot, parcel, or area of real property, including real property surfaced with interior driveways and walkways, the beneficial use and enjoyment of which is reserved in whole as an appurtenance to the separately owned lots, parcels or areas within the property, even though such areas may be designated on this plat by other terms.

NICOR GAS EASEMENT PROVISION

An easement is hereby reserved for and granted to NORTHERN ILLINOIS GAS COMPANY, an Illinois Corporation, doing business as NICOR GAS COMPANY, its successors and assigns (hereafter "Nicor") to install, operate, maintain, repair, replace and remove facilities used in connection with the transmission and distribution of nature gas in, over, across, along and upon the surface of the property shown on this plat marked "Easements", "Utility Easement", "Public Utility Easement", "P.U.E.", "Public Utility & Drainage Easement", "P.U. & D.E.", "Common Areas or Areas" (or similar designations), street and alleys, whether public or private, and the property designated in the Declaration of Condominium and/or on this Plat as "Common Elements" together with the right to install required service connections over or under the surface of each lot and Common Area or Areas to serve improvements thereon, or on adjacent lots, and Common Area or Areas, and to serve other property, adjacent or otherwise, and the right to remove obstructions, including but not limited to trees, bushes, roots and fences, as may be reasonably required incident to the right herein given, and the right to enter upon the property for all such purposes. Obstructions shall not be placed over Nicor facilities or in, upon or over the property identified on this plat for utility purposes without the prior written consent of Nicor. After installation of any such facilities, the grade of the property shall not be altered in a manner, so as to, interfere with the proper operation and maintenance thereof.

The term "Common Elements" shall have the meaning set forth for such term in Section 605/2(e) of the Condominium Property Act" (Illinois Compiled Statutes, Ch. 765, Sec. 605/2(e)), as amended from time to time.

The term "Common Area or Areas" is defined as a lot, parcel or area of real property, including real property surfaced with interior driveways and walkways, the beneficial use and enjoyment of which is reserved in whole as an appurtenance to the separately owned lots, parcels or areas within the property, even though such areas may be designated on this plat by other terms.

MUNICIPAL UTILITY EASEMENT PROVISION

Municipal Utility Easement (MUE): An easement for serving the subdivision and other property with domestic water, sanitary sewer, storm water drainage is hereby reserved for and granted to the City of Crystal Lake, Illinois, their successors and assigns, to install, operate, maintain, relocate, renew and remove facilities used in connection with sewer and water mains, in, over, across, along, and upon the surface of the property shown on the plat within the areas marked as "Municipal Utility Easement" (MUE) and those parts designated on the plat as dedicated for public street, together with the right to cut, trim, or remove trees, bushes, and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the property for all such purposes.

Each individual entity or other party accepting title to all or any part of the Municipal Utility Easement (MUE) shall be deemed to have covenanted and agreed, jointly and severally, to maintain the surface of that portion of the Municipal Utility Easement which is located on such party's property so that it is in good condition for its intended purpose as a Municipal Utility Easement (which maintenance shall include, but shall not be limited to, the regular seeding, watering and mowing of all lawns). No titleholder of any part or portion of the Municipal Utility Easement (or any party acting on behalf of the titleholder) shall:

- Install, construct, erect, place or plant any building, structures, improvements or vegetation (other than grass or approved plantings) upon the Municipal Utility Easement, including, but not limited to fences, walls, patios, sheds, posts, trees, plants or shrubbery, except as shown on the approved landscape plan, or
- Alter, modify or change in any way the topography or elevations of the Municipal Utility Easement.

Said easements may be used for driveways and parking. However, the grade of the subdivided property shall not be altered in any manner so as to interfere with the proper operation and maintenance thereof, or with the surface drainage thereon. The property owner and/or the property owner association are completely responsible for landscape and/or paving restoration, property, adjacent or otherwise, which may be required.

The City of Crystal Lake is responsible for repairing water services between the water main, and including the buffalo box. The property owner and/or the property owner's association are responsible for the restoration of the surface after any such water service repair.
Only perpendicular crossings of the M.U.E. are permitted by public utilities. The M.U.E.'s are exclusive of the blanket easement.

STORMWATER MANAGEMENT EASEMENT (SME) PROVISION

Stormwater Management Easement (SME): Each individual entity or other party accepting title to all or any part of the Stormwater Management Easement (SME) shall conclusively be deemed to have covenanted and agreed, jointly and severally, to:

- Care for and maintain the surface of that portion of the Stormwater Management Easement which is located on such party's property as a well landscaped, high-quality parcel (which maintenance shall include, but shall not be limited to, the regular seeding, watering, and mowing of all lawns), and
- Keep all surface openings of the drainage pipes underlying the Stormwater Management Easement free of all grass clippings, leaves, or other related or foreign materials.

No titleholder of any part or portion of the Stormwater Management Easement (or any party acting on behalf of the titleholder) shall:

- Construct, install, direct, or place or plant any building, structures, improvements or vegetation (other than grass or approved plantings) upon the Stormwater Management Easement including, but not limited to, fences, walls, patios, sheds or posts, or
- Alter, modify, or change in any way the topography or elevations of the Stormwater Management Easement.

Maintenance of the storm sewers and storm structures within the Stormwater Management Easement shall be the sole responsibility of the Association pursuant to the covenants contained herein. The planting of shrubs, hedges, bushes, flowers, ornamental grasses, and lawn by any owner shall be permitted subject to a landscape plan approved by the City of Crystal Lake. However, the replacement of these items due to damage or removal resulting from repair of the stormwater management basin by the homeowner's association of the City of Crystal Lake and its successors and assigns shall be the responsibility of the owner.

If the City of Crystal Lake determines that the homeowner's association is in default of said maintenance obligations and upon fifteen (15) days notice to the homeowner's association served by certified mail, the City of Crystal Lake and its successors and assigns shall be granted an easement over the area described on this deed restriction for the right, privilege and authority, without obligation, to perform said maintenance and repairs. The City of Crystal Lake may, at its sole election, record notice of lien with the recorder of deeds for McHenry County as described above against the subject real property. Said lien shall include the applicable expense to the homeowner's association plus attorney's fees and court costs. Upon payment of said lien, the City of Crystal Lake shall issue the appropriate release of lien to the homeowner's association. It shall not be the obligation of the City of Crystal Lake to record the release of the lien but shall be the obligation of the party procuring the release.

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF McHENRY)

This is to certify that Projades, LLC are the owner/owner's of the land described on this plat hereon drawn and shown as subdivided; that he (they) has (have) caused said land to be surveyed, resubdivided, staked and platted as shown hereon, for the purposes therein set forth as allowed and provided by statute, the resubdivision to be known as "Derbyshire Townhomes Subdivision", City of Crystal Lake, McHenry County, Illinois and does hereby acknowledge and adopt same, and to the best of my (our) knowledge and belief the drainage of surface waters will not be changed by the construction of such subdivision or part thereof, or, that if such surface water drainage will be changed, reasonable provision has been made for the collection and diversion of such surface waters into public areas, or drains which the subdivider has a right to use, and that such surface waters will be planned for in accordance with generally accepted engineering practices so as to reduce the likelihood of damage to the adjoining property because of the construction of the subdivision. In witness where I (we) have hereunder set my (our) hand (s) of Seal (s),

this _____ day of _____, 2024 A.D.

President (print name of signer)

NOTARY'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF McHENRY)

I, _____, the undersigned, a Notary Public in and for the county and

state aforesaid, do hereby certify that _____, President of Projades, LLC, is personally known to me to be the same person or persons whose name or names are subscribed to the foregoing instrument as, _____, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act of said company for the uses and purposes therein set forth and said secretary did also then and there affix the said corporate seal of said company to the said instrument as his or her own free voluntary act, and as his or her own free voluntary act, and as the free and voluntary act of said company for the uses and purposes set forth.

Given under my hand and notarial seal, this _____ day of _____, 2024 A.D.

Notary Public My Commission Expires _____

SCHOOL CERTIFICATE

STATE OF ILLINOIS)
) S.S.
COUNTY OF McHENRY)

To the best of our knowledge and belief, Derbyshire Townhomes Subdivision as hereby created and shown on this Plat of Subdivision are within the School District(s) and know as:

Crystal Lake Consolidated School District #47
Community High School District #155

OWNER: Projades, LLC a limited liability corporation

In witness where I, (we) have hereunder set my (our) hand (s) of

Dated this _____ day of _____, 2024 A.D.

President (print name of signer)

NOTARY CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF McHENRY)

I, _____, the undersigned, a Notary Public in and for the county and

state aforesaid, do hereby certify that _____, President of Projades, LLC, is personally known to me to be the same person or persons whose name or names are subscribed to the foregoing instrument as, _____, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act of said company for the uses and purposes therein set forth and said secretary did also then and there affix the said corporate seal of said company to the said instrument as his or her own free voluntary act, and as his or her own free voluntary act, and as the free and voluntary act of said company for the uses and purposes set forth.

Given under my hand and notarial seal, this _____ day of _____, 2024 A.D.

Notary Public My Commission Expires _____

MUNICIPAL UTILITY MAINTENANCE AGREEMENT

This Agreement made as of this _____ day of _____, by and between the City of Crystal Lake, an Illinois municipal corporation, referred to herein as "CITY" and _____, referred herein as "RESPONSIBLE PARTY", for the property as described hereon, which is located within the City of Crystal Lake, Illinois (said property hereinafter referred to as "Premises").

WHEREAS, the term "Municipal Utilities" shall be defined as the following:

- Water mains and service lines, located in easements designated as Municipal Utility Easements, up to and including the service valve and
- Sanitary Sewer Mains, located in easements designated as Municipal Utility Easements, up to and including the manhole.

WHEREAS, the RESPONSIBLE PARTY is responsible for all Municipal Utilities located in those areas on the RESPONSIBLE PARTY's Premises outside of dedicated street right-of-way and within the Municipal Utility Easements.

WHEREAS, the CITY and the RESPONSIBLE PARTY have held negotiations and reached agreement on the proper role of both parties regarding the maintenance of certain Municipal Utilities. The Municipal Utilities considered for maintenance by the CITY are those located in the portion of the RESPONSIBLE PARTY's Premises described as the "Municipal Utility Easement" in the Plat of Subdivision (hereinafter referred to as the "Easement Document") and recorded with the Recorder's Office for the County of McHenry, State of Illinois as

Document Number _____

NOW, THEREFORE, the CITY and RESPONSIBLE PARTY hereby agree to the following terms and conditions:

- The CITY will maintain those Municipal Utilities described in the Easement Document as Municipal Utility Easement up to and including the shut off valves, the manholes, fire hydrants and the sanitary sewer main, but not including the service connections and laterals (referred to as the "System"). The CITY's duties will include all necessary work up to and including the backfill stage in the event of repair and replacement work on the System.
- The surface of the Municipal Utility Easement as shown on the Plat may be grass, sod, or pavement only (other minor landscaping as shown on a landscape plan approved by the CITY might be permitted). No fences, trees or structures will be permitted within those areas identified on the Plat for the Municipal Utility Easement.
- The RESPONSIBLE PARTY will be responsible for prompt, quality restoration of all surface and above-grade improvements meeting or exceeding the original construction requirements of all areas on the RESPONSIBLE PARTY's respective premises damaged by the CITY in the process of repairing, replacing or constructing Municipal Utilities. The CITY agrees to exercise reasonable care in repairs made so as not to cause the RESPONSIBLE PARTY to incur unnecessary damages. Items subject to restoration by the RESPONSIBLE PARTY include but are not limited to the following (whether located in easements or dedicated rights-of-way): private lighting cable or conduits, pavements, curb and gutter, irrigation systems, trees, shrubs, sod or other landscaping.
- This Agreement is to run with the land and shall be binding upon and inure to the benefit of the RESPONSIBLE PARTY, their successors, and assigns.

Accepted By:

City of Crystal Lake

Accepted By:

Responsible Party: Projades, LLC

By: _____

(Signature)

By: _____

(Signature)

Date: _____

Date: _____

Name: _____

(Print)

Name: _____

(Print)

Title: _____

(Print)

Representing: _____

(Print)

CLIENT: PROJADES, LLC

DRAWN BY: IVA CHECKED BY: APG

SCALE: N/A SEC. 12 T. 43 R. 7 E.

BASIS OF BEARING: 1/4 EAST ZONE NAD83 (2011)

P.I.N.: 18-12-179-005

JOB NO.: 230777 I.D. FPS

FIELDWORK COMP.: BK. PG.

ALL DISTANCES SHOWN IN FEET AND DECIMAL PARTS THEREOF CORRECTED TO 68° F.

Developer & Owner:
Projades, LLC
33 West Higgins Road
Barrington, Illinois 60010
Phone: 841-670-6710

Design Firm No. 184-002792
Expires: April 30, 2025

Mall To:
Ram Prashantha
Projades, LLC
33 West Higgins Road
Barrington, Illinois 60010

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1.	9/06/23	ORIGINALLY PLATTED	TVA
2.	3/13/24	REVISED PER CITY REVIEW	TVA
DERBYSHIRE TOWNHOMES SUB'D			

SHEET NO. 2 OF 2