



United City of Yorkville

800 Game Farm Road

Yorkville, Illinois 60560

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www.yorkville.il.us

PLANNING AND ZONING

COMMISSION AGENDA

Wednesday, May 9, 2018

7:00 PM

Yorkville City Hall Council Chambers

800 Game Farm Road

Meeting Called to Order: 7:00 p.m.

Roll Call:

Previous Meeting Minutes: April 11, 2018

Citizen's Comments

Public Hearings

1. **PZC 2018-08** BAP Power Corporation dba Cenergy Power, petitioner, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting special use permit approval to install and operate a ground mounted community solar field on approximately 9.69 acres of land consisting of roughly 7,000 solar modules with a maximum height of seven (7) feet at full tilt. The real property is located in the southeast quadrant of Illinois Route 71 and Illinois Route 126 within the Windmill Farms Planned Unit Development in Yorkville, Illinois.

Unfinished Business

New Business

2. **PZC 2018-08** BAP Power Corporation dba Cenergy Power, petitioner, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting special use permit approval to install and operate a ground mounted community solar field on approximately 9.69 acres of land consisting of roughly 7,000 solar modules with a maximum height of seven (7) feet at full tilt. The real property is located in the southeast quadrant of Illinois Route 71 and Illinois Route 126 within the Windmill Farms Planned Unit Development in Yorkville, Illinois.

Action Item

Special Use

3. **PZC 2018-12** The petitioner, Aurora Sign Company, has filed an appeal with the United City of Yorkville, Kendall County, Illinois, for a new permanent building mounted sign on March 23, 2018 for the commercial structure at 129 Commercial Drive which was denied through the zoning review process. The petitioner is requesting that the interpretation of the Yorkville Zoning Ordinance in regards to its decision on this permit application be reviewed by the Planning and Zoning Commission as stated in Section 10-4-6-A of the Zoning Ordinance.

Action Item

Zoning Appeal

Additional Business

1. City Council Action Updates

- a. **PZC 2018-02** Kendall Holdings I, LLC, petitioner, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting amendment to the Kendall Marketplace Planned Unit Development to permit an increase in overall sign height by five (5) feet for two (2) existing freestanding business monument signs for the purpose of added tenant panels in the Kendall Marketplace commercial development. The real property is located at 731-795 Erica Lane in Yorkville, Illinois.

Action

Approved

- b. **PZC 2018-03** United City of Yorkville, petitioner, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting text amendment approval for revisions to Section 11-8-2 of the Subdivision Control Ordinance related to escrow deposits for engineering review fees.

Action

Forwarded to Economic Development Committee (EDC) for further consideration.

- c. **PZC 2018-05** McCue Builders, Inc, petitioner, has filed an application with the United City of Yorkville, Kendall County, Illinois requesting amendment to the Kendall Marketplace Planned Unit Development Agreement to permit a revision to Article III of said agreement regarding Design Standards for new construction residential lots within the Kendall Marketplace development. The real property is generally located north of US 34, west of Cannonball Trail, immediately north of Blackberry Shore Lane in Yorkville, Illinois.

Action

Approved

- d. **PZC 2018-04** John and Michelle Stewart, petitioners, have filed an application with the United City of Yorkville, Kendall County, Illinois, requesting final plat amendment approval for Unit 2 of the Prestwick of Yorkville Subdivision (Ashley Pointe) related to the Yorkville Christian High School development. The real property is generally located along IL Route 126 between Ashley Road and Penman Road in Yorkville, Illinois.

Action

Approved

Adjournment

DRAFT

PLANNING & ZONING COMMISSION

City Council Chambers
800 Game Farm Road, Yorkville, IL
Wednesday, April 11, 2018 7:00pm

Meeting Called to Order

Chairman Randy Harker called the meeting to order at 7:00pm, roll was called and a quorum was established.

Roll Call:

Bill Gockman-present, Reagan Goins-present, Deborah Horaz-present,
Jeff Olson-present, Richard Vinyard-present, Randy Harker-present

Absent: Don Marcum

City Staff

Krysti Barksdale-Noble, Community Development Director
Jason Engberg, Senior Planner Lynn Dubajic, City Consultant
Brad Sanderson, City Engineer/EEI

Other Guests

Christine Vitosh, Depo Court	Gavin Smith, CBRE
John Philipchuck, Attorney, YCHS	Michelle Stewart, YCHS
Dave Schultz, HR Green	Marc Altenbernt, YCHS
Brandon Weis, Aurora Sign Co.	Eunice Riemer, YCHS
Bonnie Breen, YCHS	Molly Breen, YCHS
Sean Michels, McCue Builders/Kendall Marketplace	

Previous Meeting Minutes March 14, 2018

The minutes were approved as presented on a motion and second by Commissioners Vinyard and Goins, respectively.

Roll call vote: Goins-yes, Horaz-yes, Olson-yes, Vinyard-yes, Gockman-yes, Harker-yes. Motion carried 6-0

Citizen's Comments None

Public Hearings

Chairman Harker swore in those who would present testimony and explained the procedure for the Hearings. A motion was made and seconded by Mr. Vinyard and Ms. Horaz, respectively, at approximately 7:03pm, to open all three Hearings.

Roll call: Horaz-yes, Olson-yes, Vinyard-yes, Gockman-yes, Goins-yes, Harker-yes
Motion carried 6-0.

1. **PZC 2018-02** Kendall Holdings I, LLC, petitioner has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting amendment to the Kendall Marketplace Planned Unit Development to permit an increase in overall sign height by five (5) feet for two (2) existing freestanding business monument signs for the purpose of added tenant panels in the Kendall Marketplace commercial development. The real property is located at 731-795 Erica Lane in Yorkville, Illinois.

2. **PZC 2018-03** United City of Yorkville, petitioner, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting text amendment approval for revisions to Section 11-8-2 of the Subdivision Control Ordinance related to escrow deposits for engineering review fees.

3. **PZC 2018-05** McCue Builders, Inc., petitioner, has filed an application with the United City of Yorkville, Kendall County, Illinois requesting amendment to the Kendall Marketplace Unit Development Agreement to permit a revision to Article III of said agreement regarding Design Standards for new construction residential lots within the Kendall Marketplace development. The real property is generally located north of US 34, west of Cannonball Trail, immediately north of Blackberry Shore Lane in Yorkville, Illinois.

(See Court Reporter transcripts)

The Hearings were closed at approximately 7:45pm on a motion by Mr. Vinyard and second by Ms. Horaz. Roll call: Olson-yes, Vinyard-yes, Gockman-yes, Goins-yes, Horaz-yes, Harker-yes. Motion carried 6-0.

Unfinished Business None

New Business

4. **PZC 2018-02** Kendall Holdings (see above)

Mr. Vinyard said an extra 5 feet is a huge difference and he wondered if the ordinances need to be standardized. Ms. Noble said the staff is currently looking at them. He added that there are not enough spaces on the sign to accommodate all future businesses. Chairman Harker commented that there are 15-19 unoccupied spaces and perhaps a taller sign could bring more businesses and subsequent jobs. He said when Rt. 34 is improved and traffic is moving fast, an extra 5 feet won't be noticeable. Ms. Dubajic said this request is the last piece of the negotiations for the proposed "junior box" store.

Action Item

PUD Amendment

Mr. Olson made the following motion which was seconded by Ms. Goins: In consideration of testimony presented during a Public Hearing on April 11, 2018 and the standards for PUD approval and amendment, regarding a proposed increase in overall height by five (5) feet for two (2) existing freestanding business monument signs located at the Kendall Marketplace retail development, the Planning and Zoning Commission

recommends approval of the amended Planned Unit Development (PUD) Agreement to the City Council as presented by the Petitioner in a plan prepared by Aurora Sign Company, dated February 22, 2018.

Roll call vote: Olson-yes, Vinyard-yes, Gockman-yes, Goins-yes, Horaz-abstain, Harker-yes. Motion carried: 5 yes and 1 abstain

5. PZC 2018-03 Text Amendment (see above)

The Commissioners agreed the rates are too low and staff has to continually go back to the developer. Smaller projects will require lesser amounts. Ms. Goins compared this to a lawyer's retainer and asked if staff does audits. The Finance Department conducts audits and presents them to Ms. Noble for review every month. A detailed invoice is also sent to the applicant.

Action Item

Text Amendment

A motion and second were made by Commissioners Vinyard and Olson, respectively, to approve the Findings of Fact and petition: In consideration of testimony presented during a Public Hearing on April 11, 2018 and discussions conducted at that meeting for a proposed text amendment to Title 11: Subdivision Control Chapter 8: Fee Schedule, the Planning and Zoning Commission recommends approval to the City Council of revised engineering review fee escrow deposits for all new construction projects and any development requiring land use approvals, as presented by staff in a memorandum dated March 1, 2018.

Roll call vote: Vinyard-yes, Gockman-yes, Goins-yes, Horaz-yes, Olson-yes, Harker-yes
Motion carried: 6-0

6. PZC 2018-05 McCue Builders, Inc. Design Standards (see above)

There was discussion of some of the new features Mr. McCue wishes to incorporate in his homes. He is allowed to not follow the covenants in 7 of 28 lots.

Action Item

PUD Amendment

Ms. Goins made a motion, seconded by Mr. Vinyard, to approve the Findings of Fact as follows: In consideration of testimony presented during a Public Hearing on April 11, 2018 and the standards for PUD approval and amendment, the Planning and Zoning Commission recommends approval of an amendment to the Kendall Marketplace Planned Unit Development Agreement to permit a revision to the design standards for new construction residential lots within the Kendall Marketplace development, as presented by staff in a memorandum dated April 4, 2018.

Roll call vote: Gockman-yes, Goins-yes, Horaz-yes, Olson-yes, Vinyard-yes, Harker-yes
Motion Carried: 6-0

7. PZC 2018-04 John and Michelle Stewart

Attorney John Philipchuck said the petitioners are trying to reduce the former lot for the school site in phases and are seeking approval for the reduced plat size. Mr. Schultz said

the site was 43 acres and will be reduced to 12 acres.

Action Item

Final Plat Amendment

It was moved and seconded by Commissioners Horaz and Vinyard to approve the Findings of Fact in a motion as follows: In consideration of the proposed Final Plat of Subdivision for the Yorkville Christian School, the Planning and Zoning Commission recommends approval of the plat to the City Council as presented by the Petitioner in a plan prepared by HR Green, dated last revised February 21, 2018, subject to engineering staff recommendations in a letter dated March 14, 2018.

Roll call vote: Goins-yes, Horaz-yes, Olson-yes, Vinyard-yes, Gockman-yes, Harker-yes
Motion carried 6-0.

Additional Business

1. Year in Review – Community Development Presentation of Calendar Year 2017

Ms. Noble said staff will compile a Year in Review packet each year. Ms. Horaz said she agreed with Mr. Vinyard about doing a sign ordinance review. There was a brief discussion about sign height. The Commissioners commended Ms. Noble and Community Development for the comprehensive work on the Year in Review.

Ms. Dubajic reported on the progress of a new pizza place set to open in summer

2. & 3. PZC -2018-01 and PZC 2018-06 There was no discussion of the City Council Action Updates on the agenda.

Adjournment

There was no further business and the meeting was adjourned at 8:16pm on a motion by Commissioners Vinyard and Goins, respectively. Approved on voice vote.

Respectfully submitted by
Marlys Young, Minute Taker

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UNITED CITY OF YORKVILLE
YORKVILLE, ILLINOIS

PLANNING AND ZONING COMMISSION MEETING
PUBLIC HEARINGS

800 Game Farm Road
Yorkville, Illinois

Wednesday, April 11, 2018
7:00 p.m.

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PRESENT:

- Mr. Randy Harker, Chairman,
- Ms. Reagan Flavin Goins,
- Mr. Jeff Olson,
- Ms. Deborah Horaz,
- Mr. Bill Gockman,
- Mr. Richard Vinyard.

ALSO PRESENT:

- Ms. Krysti Barksdale-Noble, Community
Development Director,
- Mr. Brad Sanderson, City Engineer,
- Ms. Marlys Young, Minute Taker.

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1 (WHEREUPON, the following
2 proceedings were had in
3 public hearing:)

4 CHAIRMAN HARKER: There are three public
5 hearings on tonight's agenda for the Planning and
6 Zoning Commission meeting.

7 The purpose of these hearings are to
8 invite testimony from members of the public
9 regarding the proposed requests that are being
10 considered before the Board tonight.

11 Public testimony from persons
12 present who wish to speak may be for or against
13 the requests or have questions for the petitioner
14 regarding the request being heard.

15 Those persons wishing to testify are
16 asked to speak clearly, one at a time, state your
17 name and who you represent, if anyone. You are
18 also asked to sign in at the podium if you
19 haven't already done so.

20 If you are going to speak at
21 tonight's public hearing as a petitioner, as a
22 member of the public, please stand, raise your
23 right hand and repeat after me.

24 (Witnesses sworn.)

1 CHAIRMAN HARKER: So what we're going to
2 do is the order of testimony that we're going to
3 be receiving tonight will be from -- first from
4 the petitioner, they will give their
5 presentation, and then those who are in favor of
6 the request, those that are opposed, and then any
7 questions that the Commission might have for the
8 petitioner.

9 So can I get a motion to open the
10 public hearing on Petition Numbers PZC 2018-02,
11 PZC 2018-03 and PZC 2018-05?

12 MR. VINYARD: So moved.

13 MS. HORAZ: Second.

14 CHAIRMAN HARKER: Can I get a roll call
15 vote, please?

16 MS. YOUNG: Yes.

17 Horaz.

18 MS. HORAZ: Yes.

19 MS. YOUNG: Olson.

20 MR. OLSON: Yes.

21 MS. YOUNG: Vinyard.

22 MR. VINYARD: Yes.

23 MS. YOUNG: Gockman.

24 MR. GOCKMAN: Yes.

1 MS. YOUNG: Goins.

2 MS. GOINS: Yes.

3 MS. YOUNG: Harker.

4 CHAIRMAN HARKER: Yes.

5 Okay. So moving into the public
6 hearing, the first one that we are going to hear
7 is PZC 2018-02, Kendall Holdings, I, LLC,
8 petitioner, has filed an application with the
9 United City of Yorkville, Kendall County,
10 Illinois, requesting amendment to the Kendall
11 Marketplace Planned Unit Development to permit an
12 increase in the overall sign height by five feet
13 for two existing freestanding business monument
14 signs for the purpose of adding tenant panels in
15 the Kendall Marketplace commercial development.

16 The real property is located at
17 731 through 795 Erica Lane in Yorkville,
18 Illinois.

19 LYNN DUBAJIC,
20 having been first duly sworn, testified from the
21 podium as follows:

22 MS. DUBAJIC: Good evening, everyone. I
23 am Lynn Dubajic from DLK, LLC, and I'm here to
24 just give you a little background of what's going

1 on over at Kendall Marketplace.

2 First of all, Alex Berman, who is
3 the owner of the shopping center, is out of town
4 today; that's the reason why he couldn't be
5 here.

6 Gavin Smith is here to represent
7 him, he is the manager of the property, and also
8 Brandon Weis is here from Aurora Signs to talk
9 specifically about the signs.

10 So for quite a while we've been
11 working on getting a mid-size junior box at the
12 center, and the owner of the shopping center has
13 been working diligently to meet all their needs
14 and to work with them to get them to come to
15 Kendall Marketplace.

16 As we know, we have some space there
17 in line where you would find where Kohl's and
18 along that side that is -- that needs to be
19 filled up, and this one particular retailer,
20 which remains nameless at this point, is
21 requesting this signage, so that is the purpose
22 that we are asking -- requesting that the sign be
23 increased by five feet to accommodate a very
24 specific retailer, so that -- just wanted to give

1 that back story, and that this is kind of a final
2 piece that -- everything else has been agreed
3 upon between the shopping center owner and the
4 retailer, so we're just very hopeful that this
5 will have a favorable recommendation.

6 BRANDON WEIS,
7 having been first duly sworn, testified from the
8 podium as follows:

9 MR. WEIS: Good evening, Brandon Weis,
10 Aurora Sign Company. This pen doesn't work.

11 Okay. So the intention of
12 Mr. Berman's request is to take this existing
13 sign, we have two of them along Route 34. The
14 existing sign is approximately 30 feet tall and
15 the intention is to add five feet.

16 He wants to add five feet so that
17 Home Depot, Super Target and the Kohl's is still
18 sort of the flagship impact of the sign, so
19 rather than just adding to the top of the sign,
20 what we're going to wind up doing is removing the
21 whole sign from its -- from its base, installing
22 a lower cabinet -- well, that's going to be tough
23 to balance that -- installing a lower cabinet
24 here for those three tenant panels, and then

1 putting everything else back on top.

2 In doing so, back when we initially
3 installed this sign for -- I want to say it was
4 the Pat Daley Group, we over-engineered the
5 footings with the understanding that this
6 actually may occur someday, so there was thought
7 given to this, there was a precedent set for it
8 early on in the process, and how many years
9 later, ten years later, here we are.

10 So what we've got inside the pylon
11 covers is two ten-inch pipes that start much
12 bigger down here at the base, then we've got two
13 ten-inch pipes here, then the sleeve leads to
14 six-inch pipes inside and then a height up to
15 approximately 35 feet.

16 If you'll notice, we're going to get
17 rid of the little cornice top at the top of the
18 existing sign and replace that with a flat top
19 here, still identifying Home Depot, Super Target
20 and Kohl's as our flagship tenants.

21 While we're doing that, while we're
22 inside the sign, this is kind of an older
23 technology sign in that it's all internally
24 illuminated with the old high output fluorescent

1 bulbs, and I talked about that with the property
2 owner and he would like to upgrade the internal
3 components to the LED system, thus using much
4 less power and having cleaner brilliancy in the
5 sign.

6 So that's kind of that in a
7 nutshell. I will make a feeble attempt at
8 answering any of your questions.

9 MR. OLSON: Did someone sign off that
10 the foundation is sufficient to actually hold an
11 increase in the sign?

12 MR. WEIS: I believe so. I can't answer
13 that with a confident yes or no, but I believe so
14 back when we initially did this that Carsten
15 Engineering did stamp those footings.

16 CHAIRMAN HARKER: Do you know how high
17 the base would support?

18 MR. WEIS: 40 feet.

19 CHAIRMAN HARKER: And they're not going
20 to -- They're not looking to get a 40-foot sign
21 approved now and then just put a 30-foot one up?

22 MR. WEIS: To my knowledge, yeah. I
23 don't know that there's been conversation to that
24 effect.

1 MS. DUBAJIC: There has not been any --
2 This will do it. This -- Alex knows that this is
3 the request and there will not -- not anticipated
4 any further requests.

5 MR. OLSON: Are you going to be using
6 the uppermost materials, so you're actually
7 taking off the ten-inch sleeves --

8 MR. WEIS: Mm-hum.

9 MR. OLSON: -- putting an additional
10 section and then putting that back on?

11 MR. WEIS: Yes. This section -- this
12 section right here is concrete and available --

13 MR. OLSON: Is it masonry or what --

14 MR. WEIS: It's all an angle iron frame,
15 galvanized angle iron frame, and then it's clad
16 in a 125-gauge aluminum, so structural integrity
17 isn't a concern. It's not -- We don't have any
18 oil canning to the aluminum or anything like
19 that. The sign is what, 10, 12 years old and
20 it's still beautiful.

21 That Dry-Vit tends to fade, the
22 finish on it tends to go away, so they actually
23 originally wanted to do that and I talked them
24 out of it.

1 MR. OLSON: Hard to match, too.

2 MR. WEIS: Correct. Yes.

3 MR. VINYARD: I have a question here.

4 MR. WEIS: Sure.

5 MR. VINYARD: You have on your diagram
6 two-foot base, four-foot of masonry and two-foot,
7 eight inches before you start any of the body
8 intent of the sign.

9 MR. WEIS: Mm-hum.

10 MR. VINYARD: My question would be,
11 there is almost three feet at this bottom without
12 touching that masonry.

13 Could we maybe incorporate another
14 sign panel down there and say maybe only
15 increase the height of the overall sign by two
16 feet?

17 MR. WEIS: I think aesthetically -- or
18 from an engineering standpoint or structural
19 integrity standpoint, the answer is a solid yes.
20 Absolutely.

21 MR. VINYARD: Okay.

22 MR. WEIS: But the question would then
23 go back to aesthetics. What this drawing doesn't
24 show -- and it was because it was a late add --

1 is there is an arch under here --

2 MR. VINYARD: Yes.

3 MR. WEIS: -- that says Kendall
4 Marketplace.

5 MR. VINYARD: Correct.

6 MR. WEIS: You can see it on the photos
7 and the drawings. That says Kendall Marketplace
8 here. That can be taken out, the ornamental
9 decoration above that, but it's just a question
10 of aesthetics.

11 MR. VINYARD: Okay.

12 MR. WEIS: From a legibility standpoint,
13 from a viewing standpoint, it's not a question
14 how of how high can we get this thing, we want --
15 we want to see it in Sandwich, it's just -- it
16 comes from a place of we want to put additional
17 tenants on it.

18 MR. VINYARD: I agree completely and
19 want to do everything we can to help accommodate
20 you here, but the overall height is concerning
21 to me, and I would love to see it go down some
22 more.

23 I understand the masonry and the
24 whole nine yards, but that was just my question,

1 is if that could drop the two feet, eight inches
2 to fit another sign in there --

3 MR. WEIS: Sure.

4 MR. VINYARD: -- and then keep the
5 overall height down. 35 feet is high, and if
6 that -- I mean, you're asking for five feet,
7 seven inches, five feet, eight inches of
8 additional height, so that was just one of my
9 questions, if it was feasible --

10 MR. WEIS: Sure.

11 MR. VINYARD: -- to incorporate that
12 two-foot, eight-inch part.

13 MR. WEIS: It is, and understand that
14 the bottom section is strictly aesthetic, it
15 provides no structural integrity to the sign at
16 all, so that can happen.

17 MR. VINYARD: Okay.

18 MR. WEIS: But again, it just goes back
19 to property aesthetics.

20 MR. VINYARD: Okay. Thank you.

21 MR. OLSON: How tall is the sign over at
22 47 and what's that road there right by the
23 townhouses, the movie theater?

24 MS. NOBLE: The movie crossing. That

1 sign is 31 feet, two inches. And this sign also
2 has base landscaping, so we were cognizant of
3 that when they asked for the height increase, not
4 to obscure any of the lower tenant signs.

5 MR. HORAZ: Could you lower the pillars
6 any, bring it down?

7 MR. OLSON: You're saying bring the
8 bottom down?

9 MR. HORAZ: Yeah, the bottom, the base.

10 MR. GOCKMAN: I guess for me, is it
11 easier just to lift the sign and put the insert
12 in or is it easier to kind of take out and go
13 down?

14 MR. WEIS: Much easier to take the top
15 off and slide another on. We're literally --
16 it's like Legos. We're literally taking this
17 piece off, sliding another piece on, putting this
18 one back on and welding it all back together.

19 So to remove this masonry, it's just
20 that, it's removing masonry, it's removing
21 precast. It's more involved than the crane
22 picking up, crane setting it down.

23 CHAIRMAN HARKER: But you do have a lot
24 of space there. You know, I mean, looking at the

1 sign it's aesthetically very pleasing, it looks
2 very nice, but, you know, with a lot of the
3 feedback and stuff that you're getting, I mean,
4 you really kind of have almost seven feet down
5 there, you know what I mean?

6 You know, I look at it and I look at
7 the surrounding -- you know, the Rush-Copley
8 across the street. To me if it was 35 feet
9 versus 29 feet, I think it still fits in with
10 that area, you know, it's not -- I was just
11 thinking like if you really --

12 MR. OLSON: (Inaudible).

13 CHAIRMAN HARKER: You know, looking at
14 the area around it, looking across the street,
15 you've got the Rush-Copley Center, you know, Rush
16 Center, it's got the tower on it and that, and I
17 mean, I think at 35 feet it's -- it fits in fine.
18 It's not like you're putting a --

19 MR. OLSON: It's not like we're putting
20 a 60-foot monstrosity out there.

21 CHAIRMAN HARKER: Right. Right.

22 MR. OLSON: Can anybody tell from the
23 ground the difference between 29 foot and 30
24 foot?

1 CHAIRMAN HARKER: I would say it would
2 be hard to tell.

3 MR. OLSON: I don't think you would be
4 able to.

5 CHAIRMAN HARKER: What about --

6 MR. WEIS: Lynn's asked me to talk a
7 little bit about the impact of adding this
8 five -- approximately five feet.

9 Once it's done -- in fact, this is
10 kind of why I did this here. Once it's done,
11 from the ground, there is very little difference
12 in how this will appear because we're looking up
13 at it.

14 You've got zero obstructions
15 anywhere around it, and I'm glad you made
16 reference to the Rush-Copley sign across the
17 street.

18 The Rush-Copley sign, the reason
19 that building was built with that tower in mind
20 was for it to be seen from eastbound and
21 westbound traffic on 34, so, you know, to use a
22 word like precedence or legibility, you know,
23 this fits in all of those lanes.

24 MR. OLSON: It's not going to obstruct

1 our view of the mountains in Plano.

2 CHAIRMAN HARKER: Right. Right.

3 MS. HORAZ: Why are you taking off
4 the -- the trim off the top and making it flat?

5 MR. WEIS: Because if we did do that,
6 what we wanted to do was maintain the integrity
7 of the -- or the consistency of the tenant panels
8 down here. We've got two-foot tenant panels down
9 here.

10 As sort of a compromise to the
11 increase in height, we reduced this one foot,
12 six-inch cornice at the top to just a four-inch
13 topper, so it allowed us to keep three, two-foot
14 panels on this side. Rather than saying -- you
15 know, going 36-foot, eight inches, or 36-foot,
16 six inches, we're going 35 feet.

17 CHAIRMAN HARKER: So if you kept the
18 other one, it would be what, 36?

19 MR. WEIS: 36, six.

20 CHAIRMAN HARKER: Okay.

21 MS. HORAZ: I actually think that one
22 looks better.

23 CHAIRMAN HARKER: I think it looks a lot
24 better, yeah.

1 MR. OLSON: The old one or the new one?

2 MS. HORAZ: The old one.

3 MR. WEIS: The tops.

4 CHAIRMAN HARKER: Put the old top on the
5 new sign. Right.

6 MR. OLSON: Is there any architectural
7 standards they have to meet?

8 MS. NOBLE: Aside from some of the
9 material, this was a PUD, so they were already
10 grandfathered in the type of sign that they have.

11 MS. HORAZ: I think that one looks
12 better.

13 MR. WEIS: The top of the old one?

14 CHAIRMAN HARKER: Yeah.

15 MR. WEIS: I can't disagree. It's a
16 nice curved feature.

17 MS. DUBAJIC: But that will make it
18 taller.

19 MR. WEIS: But it makes it 36 feet --
20 over 36 feet tall.

21 CHAIRMAN HARKER: There's not going to
22 be an airport over there.

23 MR. WEIS: Correct. And nobody is
24 arguing at 36 feet tall because the footings are

1 engineered for it. It can take the wind load
2 factors and it can take the steel that's inside
3 the sign; it was merely done in an effort to try
4 to raise this sign the least amount of height as
5 possible.

6 MS. HORAZ: It doesn't look as nice.

7 MR. WEIS: So that said, we'll go ahead
8 and add it back in.

9 CHAIRMAN HARKER: I would say yes. I
10 mean, if we're going to vote on raising it up,
11 let's raise it up, or not. If we're going to do
12 it, I would say, you know, can we put that in as
13 a condition?

14 MS. NOBLE: No, you have to republish
15 because the publication was for a maximum of, you
16 know, 35 feet, approximately 35 feet, so to
17 increase it --

18 CHAIRMAN HARKER: They would --

19 MS. NOBLE: They would have to come
20 back.

21 MR. WEIS: And that couldn't be
22 construed as a condition of approval?

23 MS. NOBLE: That it would be higher?

24 MR. WEIS: Right.

1 MS. NOBLE: That it would be higher?

2 No, I don't think so, not because of the way it
3 was published.

4 What we could do is we could impose
5 conditions that would require you to do more to
6 limit the impact, but we couldn't do conditions
7 so that you could extend the height. We can
8 forward it with the recommendation.

9 MR. WEIS: Could it be worded in such a
10 manner that the sign, portion of the sign, cannot
11 exceed 35 feet?

12 MS. NOBLE: Yes.

13 CHAIRMAN HARKER: There we go.

14 MS. NOBLE: Then that would -- that
15 would fit the criteria of what we published for,
16 the design, the options. It would have to be
17 consistent.

18 MR. VINYARD: So the overall height of
19 the sign would be over 35 feet?

20 MS. NOBLE: No, it would not -- would
21 not exceed 35 feet as we published.

22 MR. WEIS: Well, that's what I was
23 suggesting. Could we state it in such a way that
24 only the signs, Home Depot, Target, whatever --

1 whatever this tenant is, could not exceed
2 35 feet, any ornamental fabrication could be
3 outside of that?

4 MR. OLSON: Just don't put gargoyles up
5 there.

6 MR. WEIS: Right, no gargoyles.

7 MS. DUBAJIC: So we're saying the
8 cornice as it is to be reused, so now it's going
9 to be even taller?

10 MS. NOBLE: No. Just to prevent an
11 increase in overall sign height.

12 MR. OLSON: Can we just vote on what it
13 is and get that reworded and then if they want to
14 go come back, we'll --

15 MS. NOBLE: You can --

16 CHAIRMAN HARKER: If we vote on it, it's
17 going to be what you see as a new proposed
18 version.

19 MS. NOBLE: Unless you decide you have
20 to have a cornice, but the overall height is not
21 to exceed 35 feet.

22 CHAIRMAN HARKER: So 35 feet with a
23 cornice, so then they're just going to have to be
24 a little bit more creative on their --

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MS. NOBLE: The signs.

CHAIRMAN HARKER: -- signs.

MS. NOBLE: Or they have to come back.

CHAIRMAN HARKER: Yeah.

MS. HORAZ: I just don't like that top.
The cornice makes it look so much --

CHAIRMAN HARKER: I have a question for
you. What was -- The sign of the Target and Home
Depot, do you know currently what the height it
is on their sign?

Because it's going to go to six,
ten, but what was the initial -- what's out there
now, do you know?

MR. VINYARD: Seven foot by 49.

MS. NOBLE: Yeah, overall height --

MR. WEIS: The size of their panel or
the height of --

CHAIRMAN HARKER: The panel.

MR. WEIS: Yeah, right now they're seven
feet tall.

CHAIRMAN HARKER: Oh, that's right.
That's not changed, that's just moving. I'm
sorry.

MR. WEIS: Right.

1 CHAIRMAN HARKER: Okay.

2 MR. WEIS: We're not going to mess with
3 that portion of the sign.

4 And at this point then, all due
5 respect to Deborah, and I am big time an
6 aesthetic guy, I think that things need to be
7 beautiful and they have to be high standards of
8 quality.

9 But with a sign going up five feet
10 in height, if we look at this real world photo
11 here, whereas the cornice does provide detail,
12 the intent of the sign is to draw the eye to the
13 tenants of the development, so I may suggest that
14 if a vote can be put forward, it would be put
15 forward at -- to approve the 35-foot height with
16 the understanding that we may come back as the
17 property owner and ask for the cornice, that I
18 will then save and not destroy and maybe come
19 back and ask for the ability to add it on, but
20 not to -- in the interim, not to deter the new
21 tenant from coming into the space.

22 MS. DUBAJIC: Yes. Yes.

23 MR. VINYARD: I have a question. The
24 bottom, the added panels you're putting in, are

1 those going to be there for three tenants or for
2 six tenants?

3 MR. WEIS: Right now --

4 CHAIRMAN HARKER: Or one.

5 MR. WEIS: I'm sorry?

6 CHAIRMAN HARKER: Or one.

7 MR. WEIS: Right. That could be one
8 tenant.

9 MS. DUBAJIC: Yes.

10 MR. VINYARD: Okay.

11 MR. WEIS: That could be six tenants and
12 that could be even more tenants.

13 The way we've got it set up now is
14 that for sort of user friendliness, so, you know,
15 if Dick's Sporting Goods come in and they break
16 their lease in half, now they're only occupying X
17 amount of space, they only get half a panel, but,
18 you know, if they expand their space, you know,
19 they can get, you know --

20 CHAIRMAN HARKER: The spot if they want.

21 MR. WEIS: It's kind of like Home Depot
22 and Target. I don't see there being a Home Depot
23 and Target sized panel.

24 MR. VINYARD: Has this mystery retailer

1 who could possibly be building, have they
2 requested a certain size?

3 MR. WEIS: Yes.

4 MS. DUBAJIC: Yes. Yes.

5 MR. VINYARD: They have? Okay.

6 MS. DUBAJIC: And they requested to be
7 on both signs as well, just like Target.

8 MR. VINYARD: Do you know out of those
9 monuments how many signs are vacant right now?

10 MS. DUBAJIC: Not too many.

11 MR. WEIS: Yeah.

12 MS. HORAZ: Just the little ones.

13 MS. NOBLE: There is a current picture.

14 CHAIRMAN HARKER: Three on one and two
15 on another.

16 MS. DUBAJIC: The lower ones.

17 MR. VINYARD: Yeah, right.

18 MR. WEIS: And that's not because there
19 is -- of the vacant space. There are tenants
20 that can occupy these. I think that Mr. Berman
21 was just kind of waiting to see how this was
22 going to play out before he mobilized myself or
23 some sign company to reface the signs and give
24 everybody their tenant's -- the specific spaces

1 on the sign.

2 CHAIRMAN HARKER: That's why I was
3 asking earlier if the base would hold a 40-foot
4 sign or 50-foot sign or whatever, you know,
5 because currently I don't -- you couldn't put all
6 your tenants on that sign right now.

7 MR. OLSON: That's a good point, Randy.

8 MR. WEIS: And I don't think the
9 intention -- Mr. Berman's intention is to do
10 that.

11 CHAIRMAN HARKER: Okay.

12 MS. DUBAJIC: Right.

13 MR. WEIS: Because when that happens,
14 you get like crayon boxes.

15 MR. OLSON: The alternate would be --

16 CHAIRMAN HARKER: Right.

17 MR. OLSON: -- we don't allow them to
18 have it and they have to build a new monument
19 sign with tenants.

20 MS. HORAZ: Well, I think they are
21 looking at a shorter monument sign.

22 MS. NOBLE: You mean the outlots. The
23 outlots would be allowed to have a ground sign.

24 MR. WEIS: That's allowed for a PUD.

1 MS. DUBAJIC: This tenant is an inline
2 tenant and this tenant has a very specific sign
3 and has requested to be on both signs like the
4 same caliber, you know, or -- you know, what you
5 see with Home Depot, Kohl's and Target, so that
6 is what they've requested. That is what prompted
7 all of this.

8 MS. HORAZ: Is there any brick?

9 MR. WEIS: The two columns are precast.

10 MS. HORAZ: So you can't take out a few
11 bricks and still put the cap on the top?

12 MR. WEIS: Well, I mean, we could, it's
13 just --

14 MR. VINYARD: I would rather them take
15 the bricks out and use for signage and reduce the
16 overall height.

17 CHAIRMAN HARKER: Well, the one thing --
18 I was thinking about that, too, when I was
19 looking at the packet, was by dropping it down,
20 and based upon -- like let's say all these
21 outlots are filled with buildings and now they
22 each have their own sign.

23 I mean, it's going to get -- I think
24 it's going to get crazy like cramped going down

1 the street looking at it.

2 MR. OLSON: If you take out the masonry
3 at the bottom, you are also taking out the
4 Kendall Marketplace ornate signage there, and we
5 just spent the last six months talking about
6 branding, how we want to have these signs
7 everywhere to kind of tell you what this area is,
8 and that's branding in the Kendall Marketplace,
9 so I don't want to take that out.

10 I would much rather put five foot on
11 top than take out the feature at the bottom.

12 MS. DUBAJIC: Just in my opinion, the
13 bottom portion of the sign is aesthetically more
14 appealing than the top cornice, so to me -- this
15 is just my personal opinion. If I was going to
16 look at this and change something, I would leave
17 the bottom. The bottom has got the brick, it's
18 got where the --

19 MR. VINYARD: It is nice.

20 MS. DUBAJIC: You know, I wouldn't mess
21 with that. If you had to let something go --
22 that was the -- When we sat down to kind of
23 brainstorm on this, that was the original
24 thought, was, well, you have to take something

1 away, you'd rather take away the top, where does
2 anybody really look up there?

3 You know, you're driving by, you
4 want to see oh, yeah, there's Target over there,
5 so -- and, again, remember, too, that the signs
6 are at the corner of Beecher and 34 and then at
7 the main entrance of the center, not at
8 Cannonball and 34, so -- and I think that the
9 other features with the Kendall Marketplace and
10 the brick is far more aesthetically -- and
11 probably has more value, cost value.

12 MR. WEIS: What she said.

13 CHAIRMAN HARKER: Does anybody else have
14 any other questions right now?

15 (No response.)

16 CHAIRMAN HARKER: Okay. Thank you.

17 Is there anybody present that would
18 like to speak in favor of the request?

19 (No response.)

20 CHAIRMAN HARKER: Anybody present that
21 would like to oppose the request?

22 (No response.)

23 CHAIRMAN HARKER: Okay. Then we've
24 already asked our questions. We went out of

1 order, so that's okay.

2 MS. NOBLE: Yes.

3 MR. OLSON: Sorry.

4 CHAIRMAN HARKER: So let's move on to
5 the next item on our agenda, which is PZC
6 2018-03, United City of Yorkville, petitioner,
7 has filed an application with the United City of
8 Yorkville, Kendall County, Illinois, requesting a
9 text amendment approval for revisions to
10 Section 11-8-2 of the Subdivision -- I'm sorry,
11 Subdivision Control Ordinance related to escrow
12 deposits for engineering review fees.

13 MS. NOBLE: Okay. So since this is --
14 hired on our engineering consultant in about
15 2012, a project that did not prepay their
16 engineering review and construction services for
17 an administration fee at the time of final plat
18 were then billed on an hourly basis for
19 engineering services that they received.

20 MR. OLSON: When they were in-house?

21 MS. NOBLE: Correct. When they were
22 in-house it was part of a flat fee you would pay
23 and take care of everything. Now --

24 MR. OLSON: Now it's outsourced.

1 MS. NOBLE: Correct. Now that we
2 outsource that fee, that's a direct cost to the
3 City, so any time spent on planning between Jason
4 and I or the Building Department we are not
5 charging, but anything that we are charging on an
6 hourly basis for any engineering reviews or from
7 our consultant we charge out to the applicant,
8 whether that's part of the building permit
9 process or development approval process, and over
10 the years we've had sporadic complaints about the
11 fees, so recently we received a written letter
12 from a developer to myself, the city
13 administrator and the mayor, asking that we
14 review how that process is conducted, how we
15 collect those fees, and see if there is anything
16 that we can do to make the fee structure more
17 transparent on how we charge these fees.

18 So currently we have ordinances in
19 place that address the engineering review
20 portion, so that's when an applicant submits
21 plans and our engineer has to do his review, he
22 charges on an hourly basis.

23 Then we have what's called the
24 administrative and inspection fee portion where

1 after the review has been approved and completed,
2 then on-site construction happens and we have the
3 engineer go out there as well as the building
4 department to construct -- to inspect the
5 construction that's happening within the public
6 way or to any of our public infrastructures.

7 So how we define those fees, because
8 we don't know what time is going to be involved
9 with our engineer to review the fees or what we
10 would come across during a site inspection, we
11 ask for a deposit.

12 Right now our deposits are
13 artificially low. In the packet you will see how
14 we compare to other communities and
15 municipalities on Page 5.

16 MR. OLSON: What page is it.

17 MS. NOBLE: Page 5, Page 5. We looked
18 at several communities, and our fees are one of
19 the lowest, if not the lowest.

20 The issue is our initial deposit is
21 at \$1,000. What happens if we're billing at \$167
22 an hour --

23 MR. OLSON: You use it up pretty darn
24 fast.

1 MS. NOBLE: -- it eats it up really
2 fast, so then what I've been doing, because every
3 month I do an account reconciliation, I say I
4 need more money to continue the project, and that
5 is the crux of why everybody is complaining,
6 because it seems like I'm coming to them every
7 month asking them. They can't gauge how much
8 money they need to spend on this soft cost of
9 doing development.

10 So what we're suggesting is that we
11 do a couple of things: One, we increase that
12 initial deposit so that it's more in line with
13 other communities, so it based off space, so if
14 you're doing less than an acre of development,
15 we're asking for \$5,000 of deposit.

16 If you're doing more than an acre
17 but less than ten acres, we're asking for
18 \$10,000. That's up from our original of a
19 thousand for less than an acre and 2500 for
20 anything between an acre and ten acres, and then
21 it goes up to \$25,000 as opposed to \$20,000,
22 where we are now, so that will alleviate that
23 first -- that should cover rather the first round
24 of review, plan review, and comments.

1 Then after that we are going to
2 provide an estimate for the developers, and
3 typically that estimate, when we looked at
4 projects that were complete or in various stages
5 of completion on Pages 2 through 3, which shows
6 that the range for those -- and percentage based
7 off of what the approved engineering estimated
8 costs for completion of the project ranges
9 between three and a half and five and a half
10 percent.

11 Right now we've been asking for the
12 deposit and we've been telling -- kind of gauging
13 it off three and a half percent and we're coming
14 in low, and so then we have to ask for more.

15 So we're going to give an estimate
16 of about five percent so that they can gauge
17 better on how those soft costs will affect their
18 overall cost of development.

19 They can choose to pay the five
20 percent upfront, understanding it's a deposit, so
21 depending on how well their plans are that they
22 provide to us or how well construction goes
23 on-site, that they should be within that range,
24 but be cautious that it could go up.

1 MR. OLSON: And anything they don't
2 spend is refunded?

3 MS. NOBLE: Correct. Anything that is
4 not spent is then refunded back to the
5 developer. So that's the basis of this
6 discussion tonight.

7 The reason why it requires a public
8 hearing is because any changes that we do in the
9 Subdivision Control Ordinance and any fees that
10 we are implementing, we want them codified,
11 because right now we're dealing with one set
12 that's codified and one that's a resolution, and
13 people are like where are you getting these fees,
14 well, it's a resolution, it's not within our
15 code, so we want everything as transparent as
16 possible in the code, so if you have any
17 questions for me on specific projects, I did -- I
18 wanted to let you know that in addition to the
19 public notice that we put in the paper, I
20 personally invited all the developers who had
21 development projects between -- over the last
22 year and a half to come to the public hearing, so
23 they are aware of this as well.

24 Our city engineer can provide you

1 with more details on why some projects, you know,
2 came in under estimate and why some were way
3 over.

4 MR. OLSON: I guess I don't care if a
5 project comes in over an estimate or under
6 estimate; the only thing I care is the City is
7 fully able to charge for all the billable hours.

8 They have the nice spreadsheet here
9 that shows that EDI has the lowest average
10 billable rate, which is nice, but I am in
11 construction and I understand that just because
12 you're the lowest billable rate doesn't
13 necessarily mean that you also have the lowest
14 total, right? Sometimes a low billable rate plus
15 five hours is a higher billable rate than if it
16 was two hours.

17 As long as EDI's review hours are
18 consistent with other, you know, engineering
19 companies in the area, there is no reason not to
20 continue.

21 As long as the costs are covered,
22 your down payment makes total sense, that five
23 percent estimate. That's a good way for
24 developers and contractors to gauge how much

1 they're going to spend, and that's fine, and
2 we're not on the hook for anything in
3 addition --

4 MS. NOBLE: Correct.

5 MR. OLSON: -- which is my greatest
6 fear, as long as costs are covered 100 percent.
7 Is the reason why your guy's isn't included in
8 that is because of the taxes or --

9 MS. NOBLE: Correct. There are some
10 communities that do charge for our services. At
11 one point there was a request to the City
12 Council, they didn't want to do that, and I don't
13 think it's necessary.

14 MR. OLSON: I see emails every once in
15 awhile, the crazy fees across the Chicagoland
16 area. I think Yorkville's are low across the
17 board.

18 I don't think any developer is going
19 to come in here and say oh, I'm not going to
20 build this because of a half a percent difference
21 or a deposit. That's just ridiculous.

22 Just like I wouldn't go to a town
23 and say I'm not going to do this job because
24 you're at five percent. It's just the cost of

1 doing business. So as long as Yorkville is
2 covered and is responsible, I have no problem
3 with it at all.

4 CHAIRMAN HARKER: Any other questions we
5 have right now? What I would like to do is move
6 on to the in favor and let's finish this other
7 part up and deliberate.

8 So do we have anybody that's in
9 favor -- that's present that's in favor or like
10 to speak on this request being heard?

11 (No response.)

12 CHAIRMAN HARKER: How about anybody
13 that's opposed to this request being heard?

14 (No response.)

15 CHAIRMAN HARKER: No? Fantastic.
16 Moving on then to the third item on our public
17 hearing agenda, PZC 2018-05, McCue Builders,
18 Inc., petitioner, has filed an application with
19 the United City of Yorkville, Kendall County,
20 Illinois, requesting amendments to the Kendall
21 Marketplace Planned Unit Development Agreement to
22 permit a revision to Article III of said
23 agreement regarding the design standards for new
24 construction residential lots within the Kendall

1 Marketplace development.

2 The real property is located -- or
3 is generally located north of U.S. 34 and west of
4 Cannonball Trail, immediately north of Blackberry
5 Shore Lane in Yorkville, Illinois.

6 Petitioner, are you ready?

7 MR. McCUE: I take it all of you have
8 the --

9 CHAIRMAN HARKER: State your name,
10 please.

11 WILLIAM McCUE,
12 having been first duly sworn, testified from the
13 podium as follows:

14 MR. McCUE: William McCue, owner of
15 McCue Builders.

16 So I take it you all have the copy
17 of the -- what I'm proposing as the new
18 standards?

19 CHAIRMAN HARKER: Yes. Yes.

20 MR. McCUE: Looking at these standards,
21 these standards are much more stringent than any
22 other subdivision that, I even know that's in the
23 City of Yorkville.

24 Heartland Circle, Heartland, Country

1 Hills, Greenbriar, Prairie Meadows, River's Edge,
2 none of them have restrictions as tough I guess
3 as what I am even proposing.

4 What is proposed for the subdivision
5 now is basically covenants that I've never seen
6 in any subdivision anywhere, and basically it's
7 calling for cedar siding, which we haven't used
8 cedar siding in 15 years, so basically, you know,
9 I put a list together of things that I think, you
10 know, that will still make our houses a lot nicer
11 than most of the homes being built in the area.

12 So, you know, we have architectural
13 shingles, you know, porches on every house. I
14 heard the comments from the first meeting we were
15 at, you know, that there's houses being built in
16 Yorkville now and they can't tell what side is
17 the front because there's just, you know, no
18 detail to the homes.

19 It's not like we're trying to come
20 in here and build cheap homes, we still plan on
21 building quality homes and we just want to have
22 nice architectural fronts.

23 Some of the stuff might not even
24 make sense to some of you, but the pitches of the

1 roofs are just something that adds a lot of
2 integrity to the front of the home, and having
3 steeper pitches, it costs us a little bit more,
4 but it helps us sell homes, so I don't know if
5 anybody has any questions on this list.

6 MR. OLSON: Do you have any other
7 examples?

8 CHAIRMAN HARKER: Yes. Let's take that
9 until -- we're going to go right to it pretty
10 quick, but just hold on to that.

11 I think that's good. I mean,
12 looking at it, it looks very good, but if you
13 don't have anything else, then let's see if we
14 have in favor or opposed real quick, okay?

15 MR. McCUE: Okay.

16 CHAIRMAN HARKER: Okay. Is anybody
17 present that would like to speak in favor of this
18 request that's being heard?

19 (No response.)

20 CHAIRMAN HARKER: Opposed?

21 (No response.)

22 CHAIRMAN HARKER: No? Okay. Awesome.
23 Questions for you, Bill. Go ahead, Jeff.

24 MR. OLSON: You said the cedar siding.

1 What other things are they asking for that are
2 out of bounds?

3 MR. McCUE: So right now it basically
4 calls for 75 percent of the front to be brick or
5 stone, and then for premium siding it has
6 basically stone, brick or cedar for the siding.

7 MR. OLSON: That's the only option?

8 MR. McCUE: That's the only options.
9 You know, we're building homes, you know, in
10 pretty much all your subdivisions in Yorkville
11 you are not allowed to use vinyl siding. You
12 know, in Oswego, we're in quite a few
13 subdivisions there, you can use vinyl siding.
14 You know, what's changed in the last five years,
15 you know, beginning of Heartland when we started
16 working in there, probably 2000, 2003, you know,
17 most of your homes were all brick fronts, but
18 that's kind of outdated right now.

19 Any time you see a new home go up
20 and it's all brick, to me it looks old. This
21 Craftsman style is very popular and it really
22 costs more to do these craftsman-style fronts
23 with these full porches, these pillars, you know,
24 the -- I don't know if you can tell from the '

1 pictures, but we do these pillars that are three
2 feet high, two by two with stone, just a lot of
3 detail to them, but with doing that and the shake
4 siding and batten board siding on the front of
5 the homes, it's just the new look.

6 CHAIRMAN HARKER: Yeah. Driving through
7 a subdivision in which you are proposing looks
8 nicer than 95 or 100 percent of what is currently
9 there, so...

10 MR. OLSON: So these proposed new design
11 standards are only for the houses that go up on
12 this --

13 MS. NOBLE: Correct. This is part of
14 the PUD for Kendall Marketplace. It only affects
15 the single family lots. There are some townhome
16 lots that are for sale, but it would not affect
17 that.

18 CHAIRMAN HARKER: Are the like
19 elevations that you're showing here, are these
20 the only ones that are going to be available or
21 will you do little -- put the garage on the side
22 kind of stuff?

23 MR. McCUE: Yeah.

24 CHAIRMAN HARKER: We're not going to get

1 a different product than --

2 MR. McCUE: We will build -- I mean, we
3 have probably 20 different floor plans, but we'll
4 modify any of them. I could have brought ten
5 elevations that is the exact same house and line
6 them up, you wouldn't recognize them, but, you
7 know, our intention is to -- you know, in the
8 covenants there is nothing about -- what do I
9 want to say, the houses so they don't look alike,
10 but --

11 MS. NOBLE: Monotony.

12 MR. McCUE: Yeah, monotony. But my goal
13 is when I sell a house, I mean, I don't want to
14 build the exact same house with the same front
15 right next to it. You know, if we build the same
16 house, we'd change the main roof, you know,
17 porch, windows, again, so you wouldn't recognize
18 it.

19 In this subdivision here there's 20
20 lots that are in a row, there's nothing across
21 the street, so it's not like you're building a
22 house across the street that's going to look
23 similar.

24 MS. GOINS: How about colors?

1 MR. McCUE: Pardon?

2 MS. GOINS: Colors.

3 MR. McCUE: Colors for the homes? So I
4 mean, right now with your vinyl siding there is
5 probably at least 30 different colors, you know,
6 that can be built.

7 You know, right now your bright
8 colors, I mean, you know -- well, dark blues are
9 real popular, grays, you know. Right now there's
10 probably five different colors of gray, but, you
11 know, ten years ago every house was probably
12 taupe, you know, now they're dark blue.

13 We've got four houses going that are
14 white, you know, white is real popular now, this
15 batten board siding, it's just stuff that runs
16 vertical, it's just a different look, but that's
17 real popular right now, so again, what we'll be
18 building there will be something different than
19 really what's in Yorkville now.

20 In Blackberry Woods we've got a
21 couple we've built in the last two years that's
22 Craftsman style, you know, with porches and
23 shutters.

24 And, you know, when I say shutter,

1 it's not a vinyl shutter, you know, it's a
2 shutter that we make out of wood. They are
3 Craftsman style, you know. They're neat
4 looking.

5 CHAIRMAN HARKER: Okay.

6 MS. HORAZ: So are there any other types
7 of siding that you would be using?

8 MR. McCUE: So vinyl would probably be
9 our standard. If somebody wanted to upgrade to
10 something, we would go to a Hardie board product,
11 so it's a maintenance free, so some subdivisions
12 that did require cedar, you know, allow people to
13 use the Hardie board, but that would be the next
14 grade up from there, so there will be some brick,
15 stone, you know, vinyl, then the shake siding
16 again can be made of the vinyl or the Hardie
17 board product.

18 We have a home sold right now
19 that -- it's -- it will probably end up closing
20 at like 375. It's a 2700-square foot home, but
21 the people are adding a lot of detail, a lot of
22 custom stuff to it. It's not, you know, a cookie
23 cutter.

24 MR. GOCKMAN: These requests are just

1 for the single family homes?

2 MS. NOBLE: Correct.

3 MR. GOCKMAN: So these stricter
4 guidelines will still be applied to the townhomes
5 whenever they are built?

6 MS. NOBLE: Whatever the existing is for
7 it to apply.

8 MR. GOCKMAN: Just for this.

9 CHAIRMAN HARKER: Just for that strip,
10 yep. Okay. Any other questions?

11 (No response.)

12 CHAIRMAN HARKER: Okay. Seeing there is
13 none, can I get a -- can I get a motion to
14 close -- stop taking the testimony of the public
15 hearing portion of tonight's meeting?

16 MR. VINYARD: So moved.

17 MS. HORAZ: Second.

18 CHAIRMAN HARKER: Roll call vote on the
19 motion, please?

20 MS. YOUNG: Olson.

21 MR. OLSON: Yes.

22 MS. YOUNG: Vinyard.

23 MR. VINYARD: Yes.

24 MS. YOUNG: Gockman.

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MR. GOCKMAN: Yes.

MS. YOUNG: Goins.

MS. GOINS: Yes.

MS. YOUNG: Horaz.

MS. HORAZ: Yes.

MS. YOUNG: Harker.

CHAIRMAN HARKER: Yes.

The motion is approved, so the
public hearing portion is closed.

(Which were all the
proceedings had in the
public hearing portion
of the meeting.)

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1 STATE OF ILLINOIS)
2) SS.
3 COUNTY OF LASALLE)

4 I, Christine M. Vitosh, a Certified Shorthand
5 Reporter, do hereby certify that I transcribed
6 the proceedings had at the public hearing and
7 that the foregoing, Pages 1 through 49,
8 inclusive, is a true, correct and complete
9 computer-generated transcript of the proceedings
10 had at the time and place aforesaid.

11 I further certify that my certificate annexed
12 hereto applies to the original transcript and
13 copies thereof, signed and certified under my
14 hand only. I assume no responsibility for the
15 accuracy of any reproduced copies not made under
16 my control or direction.

17 As certification thereof, I have hereunto set
18 my hand this 29th day of April, A.D., 2018.

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Christine M. Vitosh, CSR
Illinois CSR No. 084-002883

PZC - April 11, 2018 - Public Hearings

\$	21:22 35-foot [1] - 23:15 36 [5] - 17:18, 17:19, 18:19, 18:20, 18:24 36-foot [2] - 17:15 375 [1] - 46:20	adding [4] - 5:14, 7:19, 16:7, 46:21 addition [2] - 35:18, 37:3 additional [3] - 10:9, 12:16, 13:8 address [1] - 31:19 adds [1] - 41:1 administration [1] - 30:17 administrative [1] - 31:24 administrator [1] - 31:13 aesthetic [2] - 13:14, 23:6 aesthetically [4] - 11:17, 15:1, 28:13, 29:10 aesthetics [3] - 11:23, 12:10, 13:19 affect [2] - 34:17, 43:16 affects [1] - 43:14 aforsaid [1] - 49:9 agenda [3] - 3:5, 30:5, 38:17 ago [1] - 45:11 agree [1] - 12:18 agreed [1] - 7:2 Agreement [1] - 38:21 agreement [1] - 38:23 ahead [2] - 19:7, 41:23 airport [1] - 18:22 Alex [2] - 6:2, 10:2 alike [1] - 44:9 alleviate [1] - 33:22 allow [2] - 26:17, 46:12 allowed [4] - 17:13, 26:23, 26:24, 42:11 almost [2] - 11:11, 15:4 ALSO [1] - 2:10 alternate [1] - 26:15 aluminum [2] - 10:16, 10:18 amendment [2] - 5:10, 30:9 amendments [1] - 38:20 amount [2] - 19:4, 24:17 AND [1] - 1:9 angle [2] - 10:14, 10:15 annexed [1] - 49:10 answer [2] - 9:12, 11:19 answering [1] - 9:8	anticipated [1] - 10:3 appealing [1] - 28:14 appear [1] - 16:12 applicant [2] - 31:7, 31:20 application [3] - 5:8, 30:7, 38:18 applied [1] - 47:4 applies [1] - 49:11 apply [1] - 47:7 approval [3] - 19:22, 30:9, 31:9 approve [1] - 23:15 approved [4] - 9:21, 32:1, 34:7, 48:8 April [2] - 1:19, 49:17 arch [1] - 12:1 architectural [3] - 18:6, 40:12, 40:22 area [6] - 15:10, 15:14, 28:7, 36:19, 37:16, 40:11 arguing [1] - 18:24 Article [1] - 38:22 artificially [1] - 32:13 aside [1] - 18:8 assume [1] - 49:13 attempt [1] - 9:7 Aurora [2] - 6:8, 7:10 available [2] - 10:12, 43:20 average [1] - 36:9 aware [1] - 35:23 awesome [1] - 41:22 awhile [1] - 37:15	26:9 better [4] - 17:22, 17:24, 18:12, 34:17 between [6] - 7:3, 15:23, 31:3, 33:20, 34:9, 35:21 big [1] - 23:5 bigger [1] - 8:12 Bill [2] - 2:6, 41:23 billable [5] - 36:7, 36:10, 36:12, 36:14, 36:15 billed [1] - 30:18 billing [1] - 32:21 bit [3] - 16:7, 21:24, 41:3 Blackberry [2] - 39:4, 45:20 blue [1] - 45:12 blues [1] - 45:8 Board [1] - 3:10 board [6] - 37:17, 43:4, 45:15, 46:10, 46:13, 46:17 body [1] - 11:7 bottom [10] - 11:11, 13:14, 14:8, 14:9, 23:24, 28:3, 28:11, 28:13, 28:17 bounds [1] - 42:2 box [1] - 6:11 boxes [1] - 26:14 Brad [1] - 2:13 brainstorm [1] - 28:23 branding [2] - 28:6, 28:8 BRANDON [1] - 7:6 Brandon [2] - 6:8, 7:9 break [1] - 24:15 brick [8] - 27:8, 28:17, 29:10, 42:4, 42:6, 42:17, 42:20, 46:14 bricks [2] - 27:11, 27:15 bright [1] - 45:7 brilliance [1] - 9:4 bring [2] - 14:6, 14:7 brought [1] - 44:4 build [6] - 26:18, 37:20, 40:20, 44:2, 44:14, 44:15 Builders [2] - 38:17, 39:15 Building [1] - 31:4 building [8] - 16:19, 25:1, 31:8, 32:3, 40:21, 42:9, 44:21, 45:18 buildings [1] - 27:21 built [6] - 16:19,
0	40 [1] - 9:18 40-foot [2] - 9:20, 26:3 47 [1] - 13:22 49 [2] - 22:14, 49:6			
084-002883 [1] - 49:20				
1	5			
1 [1] - 49:6 10 [1] - 10:19 100 [2] - 37:6, 43:8 11 [1] - 1:19 11-8-2 [1] - 30:10 12 [1] - 10:19 125-gauge [1] - 10:16 15 [1] - 40:8	5 [3] - 32:15, 32:17 50-foot [1] - 26:4			
2	6			
2 [1] - 34:5 20 [2] - 44:3, 44:19 2000 [1] - 42:16 2003 [1] - 42:16 2012 [1] - 30:15 2018 [2] - 1:19, 49:17 2018-02 [2] - 4:10, 5:7 2018-03 [2] - 4:11, 30:6 2018-05 [2] - 4:11, 38:17 2500 [1] - 33:19 2700-square [1] - 46:20 29 [2] - 15:9, 15:23 29th [1] - 49:17	60-foot [1] - 15:20			
3	7			
3 [1] - 34:5 30 [3] - 7:14, 15:23, 45:5 30-foot [1] - 9:21 31 [1] - 14:1 34 [5] - 7:13, 16:21, 29:6, 29:8, 39:3 35 [13] - 8:15, 13:5, 15:8, 15:17, 17:16, 19:16, 20:11, 20:19, 20:21, 21:2, 21:21,	731 [1] - 5:17 75 [1] - 42:4 795 [1] - 5:17 7:00 [1] - 1:20			
	8			
	800 [1] - 1:15			
	9			
	95 [1] - 43:8			
	A			
	A.D [1] - 49:17 ability [1] - 23:19 able [2] - 16:4, 36:7 absolutely [1] - 11:20 accommodate [2] - 6:23, 12:19 account [1] - 33:3 accuracy [1] - 49:14 acre [4] - 33:14, 33:16, 33:19, 33:20 acres [2] - 33:17, 33:20 add [5] - 7:15, 7:16, 11:24, 19:8, 23:19 added [1] - 23:24			

PZC - April 11, 2018 - Public Hearings

40:11, 40:15, 45:6, 45:21, 47:5 bulbs [1] - 9:1 business [2] - 5:13, 38:1	changes [1] - 35:8 charge [4] - 31:7, 31:17, 36:7, 37:10 charges [1] - 31:22 charging [2] - 31:5 cheap [1] - 40:20 Chicagoland [1] - 37:15 choose [1] - 34:19 Christine [2] - 49:3, 49:20 Circle [1] - 39:24 city [2] - 31:12, 35:24 CITY [1] - 1:5 City [9] - 2:13, 5:9, 30:6, 30:7, 31:3, 36:6, 37:11, 38:19, 39:23 clad [1] - 10:15 cleaner [1] - 9:4 clearly [1] - 3:16 close [1] - 47:14 closed [1] - 48:9 closing [1] - 46:19 code [2] - 35:15, 35:16 codified [2] - 35:10, 35:12 cognizant [1] - 14:2 collect [1] - 31:15 colors [5] - 44:24, 45:3, 45:5, 45:8, 45:10 Colors [1] - 45:2 columns [1] - 27:9 coming [3] - 23:21, 33:6, 34:13 comments [2] - 33:24, 40:14 commercial [1] - 5:15 COMMISSION [1] - 1:9 Commission [2] - 3:6, 4:7 communities [4] - 32:14, 32:18, 33:13, 37:10 Community [1] - 2:11 companies [1] - 36:19 Company [1] - 7:10 company [1] - 25:23 compare [1] - 32:14 complaining [1] - 33:5 complaints [1] - 31:10 complete [2] - 34:4, 49:7 completed [1] - 32:1 completely [1] - 12:18 completion [2] - 34:5, 34:8	components [1] - 9:3 compromise [1] - 17:10 computer [1] - 49:8 computer-generated [1] - 49:8 concern [1] - 10:17 concerning [1] - 12:20 concrete [1] - 10:12 condition [2] - 19:13, 19:22 conditions [2] - 20:5, 20:6 conducted [1] - 31:14 confident [1] - 9:13 considered [1] - 3:10 consistency [1] - 17:7 consistent [2] - 20:17, 36:18 construct [1] - 32:4 construction [6] - 30:16, 32:2, 32:5, 34:22, 36:11, 38:24 construed [1] - 19:22 consultant [2] - 30:14, 31:7 continue [2] - 33:4, 36:20 contractors [1] - 36:24 control [1] - 49:15 Control [2] - 30:11, 35:9 conversation [1] - 9:23 cookie [1] - 46:22 copies [2] - 49:12, 49:14 Copley [4] - 15:7, 15:15, 16:16, 16:18 copy [1] - 39:16 corner [1] - 29:6 cornice [9] - 8:17, 17:12, 21:8, 21:20, 21:23, 22:6, 23:11, 23:17, 28:14 correct [1] - 11:2, 12:5, 18:23, 30:21, 31:1, 35:3, 37:4, 37:9, 43:13, 47:2, 49:7 cost [5] - 29:11, 31:2, 33:8, 34:18, 37:24 costs [6] - 34:8, 34:17, 36:21, 37:6, 41:3, 42:22 Council [1] - 37:12 Country [1] - 39:24 County [3] - 5:9, 30:8, 38:19	COUNTY [1] - 49:2 couple [2] - 33:11, 45:21 covenants [2] - 40:5, 44:8 cover [1] - 33:23 covered [3] - 36:21, 37:6, 38:2 covers [1] - 8:11 Craftsman [3] - 42:21, 45:22, 46:3 craftsman [1] - 42:22 craftsman-style [1] - 42:22 cramped [1] - 27:24 crane [2] - 14:21, 14:22 crayon [1] - 26:14 crazy [2] - 27:24, 37:15 creative [1] - 21:24 criteria [1] - 20:15 crossing [1] - 13:24 crux [1] - 33:5 CSR [2] - 49:20, 49:20 current [1] - 25:13 curved [1] - 18:16 custom [1] - 46:22 cutter [1] - 46:23	developer [3] - 31:12, 35:5, 37:18 developers [3] - 34:2, 35:20, 36:24 development [8] - 5:15, 23:13, 31:9, 33:9, 33:14, 34:18, 35:21, 39:1 Development [3] - 2:12, 5:11, 38:21 diagram [1] - 11:5 Dick's [1] - 24:15 difference [3] - 15:23, 16:11, 37:20 different [6] - 44:1, 44:3, 45:5, 45:10, 45:16, 45:18 diligently [1] - 6:13 direct [1] - 31:2 direction [1] - 49:15 Director [1] - 2:12 disagree [1] - 18:15 discussion [1] - 35:6 DLK [1] - 5:23 done [4] - 3:19, 16:9, 16:10, 19:3 down [15] - 8:12, 11:14, 12:21, 13:5, 14:6, 14:8, 14:13, 14:22, 15:4, 17:8, 27:19, 27:24, 28:22, 36:22 draw [1] - 23:12 drawing [1] - 11:23 drawings [1] - 12:7 driving [2] - 29:3, 43:6 drop [1] - 13:1 dropping [1] - 27:19 Dry [1] - 10:21 Dry-Vit [1] - 10:21 DUBAJIC [15] - 5:19, 5:22, 10:1, 18:17, 21:7, 23:22, 24:9, 25:4, 25:6, 25:10, 25:16, 26:12, 27:1, 28:12, 28:20 Dubajic [1] - 5:23 due [1] - 23:4 duly [3] - 5:20, 7:7, 39:12 during [1] - 32:10
			D	
			Daley [1] - 8:4 dark [2] - 45:8, 45:12 darn [1] - 32:23 dealing [1] - 35:11 Deborah [2] - 2:5, 23:5 decide [1] - 21:19 decoration [1] - 12:9 define [1] - 32:7 deliberate [1] - 38:7 Department [1] - 31:4 department [1] - 32:4 deposit [7] - 32:11, 32:20, 33:12, 33:15, 34:12, 34:20, 37:21 deposits [2] - 30:12, 32:12 Depot [7] - 7:17, 8:19, 20:24, 22:9, 24:21, 24:22, 27:5 design [3] - 20:16, 38:23, 43:10 destroy [1] - 23:18 detail [4] - 23:11, 40:18, 43:3, 46:21 details [1] - 36:1 deter [1] - 23:20	
			E	
			early [1] - 8:8 easier [3] - 14:11, 14:12, 14:14 eastbound [1] - 16:20 eats [1] - 33:1	

PZC - April 11, 2018 - Public Hearings

<p>Edge [1] - 40:1 EDI [1] - 36:9 EDI's [1] - 36:17 effect [1] - 9:24 effort [1] - 19:3 eight [5] - 11:7, 13:1, 13:7, 13:12, 17:15 eight-inch [1] - 13:12 elevations [2] - 43:19, 44:5 emails [1] - 37:14 end [1] - 46:19 engineer [4] - 31:21, 32:3, 32:9, 35:24 Engineer [1] - 2:13 engineered [2] - 8:4, 19:1 engineering [9] - 11:18, 30:12, 30:14, 30:16, 30:19, 31:6, 31:19, 34:7, 36:18 Engineering [1] - 9:15 entrance [1] - 29:7 Erica [1] - 5:17 escrow [1] - 30:11 estimate [7] - 34:2, 34:3, 34:15, 36:2, 36:5, 36:6, 36:23 estimated [1] - 34:7 evening [2] - 5:22, 7:9 everywhere [1] - 28:7 exact [2] - 44:5, 44:14 examples [1] - 41:7 exceed [4] - 20:11, 20:21, 21:1, 21:21 existing [5] - 5:13, 7:12, 7:14, 8:18, 47:6 expand [1] - 24:18 extend [1] - 20:7 eye [1] - 23:12</p>	<p>feature [2] - 18:16, 28:11 features [1] - 29:9 fee [5] - 30:17, 30:22, 31:2, 31:16, 31:24 feeble [1] - 9:7 feedback [1] - 15:3 fees [10] - 30:12, 31:11, 31:15, 31:17, 32:7, 32:9, 32:18, 35:9, 35:13, 37:15 feet [34] - 5:12, 6:23, 7:14, 7:15, 7:16, 8:15, 9:18, 11:11, 11:16, 13:1, 13:5, 13:6, 13:7, 14:1, 15:4, 15:8, 15:9, 15:17, 16:8, 17:16, 18:19, 18:20, 18:24, 19:16, 20:11, 20:19, 20:21, 21:2, 21:21, 21:22, 22:20, 23:9, 43:2 few [2] - 27:10, 42:12 filed [3] - 5:8, 30:7, 38:18 filled [2] - 6:19, 27:21 final [2] - 7:1, 30:17 fine [2] - 15:17, 37:1 finish [2] - 10:22, 38:6 first [9] - 4:3, 5:6, 5:20, 6:2, 7:7, 33:23, 39:12, 40:14 fit [2] - 13:2, 20:15 fits [3] - 15:9, 15:17, 16:23 five [18] - 5:12, 6:23, 7:15, 7:16, 13:6, 13:7, 16:8, 23:9, 28:10, 34:9, 34:16, 34:19, 36:15, 36:22, 37:24, 42:14, 45:10 flagship [2] - 7:18, 8:20 flat [3] - 8:18, 17:4, 30:22 Flavin [1] - 2:3 floor [1] - 44:3 fluorescent [1] - 8:24 following [1] - 3:1 follows [3] - 5:21, 7:8, 39:13 foot [12] - 11:6, 13:12, 15:23, 15:24, 17:8, 17:11, 17:13, 22:14, 28:10, 46:20 footings [3] - 8:5, 9:15, 18:24 foregoing [1] - 49:6 forward [3] - 20:8,</p>	<p>23:14, 23:15 foundation [1] - 9:10 four [3] - 11:6, 17:12, 45:13 four-foot [1] - 11:6 four-inch [1] - 17:12 frame [2] - 10:14, 10:15 free [1] - 46:11 freestanding [1] - 5:13 friendliness [1] - 24:14 front [5] - 40:17, 41:2, 42:4, 43:4, 44:14 fronts [3] - 40:22, 42:17, 42:22 full [1] - 42:23 fully [1] - 36:7</p> <p style="text-align: center;">G</p> <p>galvanized [1] - 10:15 Game [1] - 1:15 garage [1] - 43:21 gargoyles [2] - 21:4, 21:6 gauge [3] - 33:7, 34:16, 36:24 gauging [1] - 34:12 gavin [1] - 6:6 generally [1] - 39:3 generated [1] - 49:8 given [1] - 8:7 glad [1] - 16:15 goal [1] - 44:12 GOCKMAN [6] - 4:24, 14:10, 46:24, 47:3, 47:8, 48:1 Gockman [3] - 2:6, 4:23, 47:24 GOINS [4] - 5:2, 44:24, 45:2, 48:3 Goins [3] - 2:3, 5:1, 48:2 Goods [1] - 24:15 grade [1] - 46:14 grandfathered [1] - 18:10 gray [1] - 45:10 grays [1] - 45:9 greatest [1] - 37:5 Greenbriar [1] - 40:1 ground [3] - 15:23, 16:11, 26:23 Group [1] - 8:4 guess [3] - 14:10, 36:4, 40:2 guidelines [1] - 47:4</p>	<p>guy [1] - 23:6</p> <p style="text-align: center;">H</p> <p>half [7] - 24:16, 24:17, 34:9, 34:13, 35:22, 37:20 hand [3] - 3:23, 49:13, 49:17 hard [2] - 11:1, 16:2 Hardie [3] - 46:10, 46:13, 46:16 Harker [3] - 2:2, 5:3, 48:6 HARKER [59] - 3:4, 4:1, 4:14, 5:4, 9:16, 9:19, 14:23, 15:13, 15:21, 16:1, 16:5, 17:2, 17:17, 17:20, 17:23, 18:4, 18:14, 18:21, 19:9, 19:18, 20:13, 21:16, 21:22, 22:2, 22:4, 22:7, 22:18, 22:21, 23:1, 24:4, 24:6, 24:20, 25:14, 26:2, 26:11, 26:16, 27:17, 29:13, 29:16, 29:20, 29:23, 30:4, 38:4, 38:12, 38:15, 39:9, 39:19, 41:8, 41:16, 41:20, 41:22, 43:6, 43:18, 43:24, 46:5, 47:9, 47:12, 47:18, 48:7 hear [1] - 5:6 heard [5] - 3:14, 38:10, 38:13, 40:14, 41:18 hearing [11] - 3:3, 3:21, 4:10, 5:6, 35:8, 35:22, 38:17, 47:15, 48:9, 48:12, 49:5 HEARINGS [1] - 1:10 hearings [2] - 3:5, 3:7 heartland [1] - 39:24 Heartland [2] - 39:24, 42:15 height [19] - 5:12, 8:14, 11:15, 12:20, 13:5, 13:8, 14:3, 17:11, 19:4, 20:7, 20:18, 21:11, 21:20, 22:9, 22:15, 22:17, 23:10, 23:15, 27:16 help [1] - 12:19 helps [1] - 41:4 hereby [1] - 49:4 hereto [1] - 49:11 hereunto [1] - 49:16</p>	<p>high [6] - 8:24, 9:16, 12:14, 13:5, 23:7, 43:2 higher [3] - 19:23, 20:1, 36:15 Hills [1] - 40:1 hired [1] - 30:14 hold [3] - 9:10, 26:3, 41:10 Holdings [1] - 5:7 home [4] - 41:2, 42:19, 46:18, 46:20 Home [7] - 7:17, 8:19, 20:24, 22:8, 24:21, 24:22, 27:5 homes [10] - 40:11, 40:18, 40:20, 40:21, 41:4, 42:9, 42:17, 43:5, 45:3, 47:1 hook [1] - 37:2 hopeful [1] - 7:4 horaz [1] - 48:4 Horaz [2] - 2:5, 4:17 HORAZ [17] - 4:13, 4:18, 14:5, 14:9, 17:3, 17:21, 18:2, 18:11, 19:6, 22:5, 25:12, 26:20, 27:8, 27:10, 46:6, 47:17, 48:5 hour [1] - 32:22 hourly [3] - 30:18, 31:6, 31:22 hours [4] - 36:7, 36:15, 36:16, 36:17 house [9] - 30:20, 30:22, 40:13, 44:5, 44:13, 44:14, 44:16, 44:22, 45:11 houses [5] - 40:10, 40:15, 43:11, 44:9, 45:13 hum [2] - 10:8, 11:9</p>
<p style="text-align: center;">F</p> <p>fabrication [1] - 21:2 fact [1] - 16:9 factors [1] - 19:2 fade [1] - 10:21 family [2] - 43:15, 47:1 fantastic [1] - 38:15 far [1] - 29:10 Farm [1] - 1:15 fast [2] - 32:24, 33:2 favor [7] - 4:5, 29:18, 38:6, 38:9, 41:14, 41:17 favorable [1] - 7:5 fear [1] - 37:6 feasible [1] - 13:9</p>	<p>flagship [2] - 7:18, 8:20 flat [3] - 8:18, 17:4, 30:22 Flavin [1] - 2:3 floor [1] - 44:3 fluorescent [1] - 8:24 following [1] - 3:1 follows [3] - 5:21, 7:8, 39:13 foot [12] - 11:6, 13:12, 15:23, 15:24, 17:8, 17:11, 17:13, 22:14, 28:10, 46:20 footings [3] - 8:5, 9:15, 18:24 foregoing [1] - 49:6 forward [3] - 20:8,</p>	<p>23:14, 23:15 foundation [1] - 9:10 four [3] - 11:6, 17:12, 45:13 four-foot [1] - 11:6 four-inch [1] - 17:12 frame [2] - 10:14, 10:15 free [1] - 46:11 freestanding [1] - 5:13 friendliness [1] - 24:14 front [5] - 40:17, 41:2, 42:4, 43:4, 44:14 fronts [3] - 40:22, 42:17, 42:22 full [1] - 42:23 fully [1] - 36:7</p> <p style="text-align: center;">G</p> <p>galvanized [1] - 10:15 Game [1] - 1:15 garage [1] - 43:21 gargoyles [2] - 21:4, 21:6 gauge [3] - 33:7, 34:16, 36:24 gauging [1] - 34:12 gavin [1] - 6:6 generally [1] - 39:3 generated [1] - 49:8 given [1] - 8:7 glad [1] - 16:15 goal [1] - 44:12 GOCKMAN [6] - 4:24, 14:10, 46:24, 47:3, 47:8, 48:1 Gockman [3] - 2:6, 4:23, 47:24 GOINS [4] - 5:2, 44:24, 45:2, 48:3 Goins [3] - 2:3, 5:1, 48:2 Goods [1] - 24:15 grade [1] - 46:14 grandfathered [1] - 18:10 gray [1] - 45:10 grays [1] - 45:9 greatest [1] - 37:5 Greenbriar [1] - 40:1 ground [3] - 15:23, 16:11, 26:23 Group [1] - 8:4 guess [3] - 14:10, 36:4, 40:2 guidelines [1] - 47:4</p>	<p>guy [1] - 23:6</p> <p style="text-align: center;">H</p> <p>half [7] - 24:16, 24:17, 34:9, 34:13, 35:22, 37:20 hand [3] - 3:23, 49:13, 49:17 hard [2] - 11:1, 16:2 Hardie [3] - 46:10, 46:13, 46:16 Harker [3] - 2:2, 5:3, 48:6 HARKER [59] - 3:4, 4:1, 4:14, 5:4, 9:16, 9:19, 14:23, 15:13, 15:21, 16:1, 16:5, 17:2, 17:17, 17:20, 17:23, 18:4, 18:14, 18:21, 19:9, 19:18, 20:13, 21:16, 21:22, 22:2, 22:4, 22:7, 22:18, 22:21, 23:1, 24:4, 24:6, 24:20, 25:14, 26:2, 26:11, 26:16, 27:17, 29:13, 29:16, 29:20, 29:23, 30:4, 38:4, 38:12, 38:15, 39:9, 39:19, 41:8, 41:16, 41:20, 41:22, 43:6, 43:18, 43:24, 46:5, 47:9, 47:12, 47:18, 48:7 hear [1] - 5:6 heard [5] - 3:14, 38:10, 38:13, 40:14, 41:18 hearing [11] - 3:3, 3:21, 4:10, 5:6, 35:8, 35:22, 38:17, 47:15, 48:9, 48:12, 49:5 HEARINGS [1] - 1:10 hearings [2] - 3:5, 3:7 heartland [1] - 39:24 Heartland [2] - 39:24, 42:15 height [19] - 5:12, 8:14, 11:15, 12:20, 13:5, 13:8, 14:3, 17:11, 19:4, 20:7, 20:18, 21:11, 21:20, 22:9, 22:15, 22:17, 23:10, 23:15, 27:16 help [1] - 12:19 helps [1] - 41:4 hereby [1] - 49:4 hereto [1] - 49:11 hereunto [1] - 49:16</p>	<p>high [6] - 8:24, 9:16, 12:14, 13:5, 23:7, 43:2 higher [3] - 19:23, 20:1, 36:15 Hills [1] - 40:1 hired [1] - 30:14 hold [3] - 9:10, 26:3, 41:10 Holdings [1] - 5:7 home [4] - 41:2, 42:19, 46:18, 46:20 Home [7] - 7:17, 8:19, 20:24, 22:8, 24:21, 24:22, 27:5 homes [10] - 40:11, 40:18, 40:20, 40:21, 41:4, 42:9, 42:17, 43:5, 45:3, 47:1 hook [1] - 37:2 hopeful [1] - 7:4 horaz [1] - 48:4 Horaz [2] - 2:5, 4:17 HORAZ [17] - 4:13, 4:18, 14:5, 14:9, 17:3, 17:21, 18:2, 18:11, 19:6, 22:5, 25:12, 26:20, 27:8, 27:10, 46:6, 47:17, 48:5 hour [1] - 32:22 hourly [3] - 30:18, 31:6, 31:22 hours [4] - 36:7, 36:15, 36:16, 36:17 house [9] - 30:20, 30:22, 40:13, 44:5, 44:13, 44:14, 44:16, 44:22, 45:11 houses [5] - 40:10, 40:15, 43:11, 44:9, 45:13 hum [2] - 10:8, 11:9</p> <p style="text-align: center;">I</p> <p>identifying [1] - 8:19 Ill [1] - 38:22 ILLINOIS [2] - 1:6, 49:1 Illinois [7] - 1:16, 5:10, 5:18, 30:8, 38:20, 39:5, 49:20 illuminated [1] - 8:24 immediately [1] - 39:4 impact [3] - 7:18, 16:7, 20:6 implementing [1] - 35:10</p>

PZC - April 11, 2018 - Public Hearings

<p>impose [1] - 20:4 in-house [2] - 30:20, 30:22 inaudible [1] - 15:12 Inc [1] - 38:18 inch [7] - 8:11, 8:13, 8:14, 10:7, 13:12, 17:12 inches [7] - 11:7, 13:1, 13:7, 14:1, 17:15, 17:16 included [1] - 37:7 inclusive [1] - 49:7 incorporate [2] - 11:13, 13:11 increase [8] - 5:12, 9:11, 11:15, 14:3, 17:11, 19:17, 21:11, 33:11 increased [1] - 6:23 infrastructures [1] - 32:6 initial [3] - 22:12, 32:20, 33:12 inline [1] - 27:1 insert [1] - 14:11 inside [4] - 8:10, 8:14, 8:22, 19:2 inspect [1] - 32:4 inspection [2] - 31:24, 32:10 installed [1] - 8:3 installing [2] - 7:21, 7:23 integrity [5] - 10:16, 11:19, 13:15, 17:6, 41:2 intent [2] - 11:8, 23:12 intention [5] - 7:11, 7:15, 26:9, 44:7 interim [1] - 23:20 internal [1] - 9:2 internally [1] - 8:23 invite [1] - 3:8 invited [1] - 35:20 involved [2] - 14:21, 32:8 iron [2] - 10:14, 10:15 issue [1] - 32:20 item [2] - 30:5, 38:16</p>	<p style="text-align: center;">K</p> <p>keep [2] - 13:4, 17:13 Kendall [16] - 5:7, 5:9, 5:10, 5:15, 6:1, 6:15, 12:3, 12:7, 28:4, 28:8, 29:9, 30:8, 38:19, 38:20, 38:24, 43:14 kept [1] - 17:17 kind [13] - 7:1, 8:22, 9:6, 14:12, 15:4, 16:10, 24:21, 25:21, 28:7, 28:22, 34:12, 42:18, 43:22 knowledge [1] - 9:22 knows [1] - 10:2 Kohl's [4] - 6:17, 7:17, 8:20, 27:5 Krysti [1] - 2:11</p>	<p>looking [11] - 9:20, 14:24, 15:13, 15:14, 16:12, 26:21, 27:19, 28:1, 39:20, 41:12, 46:4 looks [7] - 15:1, 17:22, 17:23, 18:11, 41:12, 42:20, 43:7 love [1] - 12:21 low [4] - 32:13, 34:14, 36:14, 37:16 lower [5] - 7:22, 7:23, 14:4, 14:5, 25:16 lowest [5] - 32:19, 36:9, 36:12, 36:13 LYNN [1] - 5:19 Lynn [1] - 5:23 Lynn's [1] - 16:6</p>	<p>members [1] - 3:8 merely [1] - 19:3 mess [2] - 23:2, 28:20 mid [1] - 6:11 mid-size [1] - 6:11 might [2] - 4:7, 40:23 mind [1] - 16:19 Minute [1] - 2:14 mm-hum [2] - 10:8, 11:9 mobilized [1] - 25:22 modify [1] - 44:4 money [2] - 33:4, 33:8 monotony [2] - 44:11, 44:12 monstrosity [1] - 15:20 month [2] - 33:3, 33:7 months [1] - 28:5 monument [3] - 5:13, 26:18, 26:21 monuments [1] - 25:9 most [2] - 40:11, 42:17 motion [4] - 4:9, 47:13, 47:19, 48:8 mountains [1] - 17:1 move [2] - 30:4, 38:5 moved [2] - 4:12, 47:16 movie [2] - 13:23, 13:24 moving [3] - 5:5, 22:22, 38:16 MR [132] - 4:12, 4:20, 4:22, 4:24, 7:9, 9:9, 9:12, 9:18, 9:22, 10:5, 10:8, 10:9, 10:11, 10:13, 10:14, 11:1, 11:2, 11:3, 11:4, 11:5, 11:9, 11:10, 11:17, 11:21, 11:22, 12:2, 12:3, 12:5, 12:6, 12:11, 12:12, 12:18, 13:3, 13:4, 13:10, 13:11, 13:13, 13:17, 13:18, 13:20, 13:21, 14:5, 14:7, 14:9, 14:10, 14:14, 15:12, 15:19, 15:22, 16:3, 16:6, 16:24, 17:5, 17:19, 18:1, 18:3, 18:6, 18:13, 18:15, 18:19, 18:23, 19:7, 19:21, 19:24, 20:9, 20:18, 20:22, 21:4, 21:6, 21:12, 22:14, 22:16, 22:19, 23:2, 23:23, 24:3, 24:5, 24:7,</p>	<p>24:10, 24:11, 24:21, 24:24, 25:3, 25:5, 25:8, 25:11, 25:17, 25:18, 26:7, 26:8, 26:13, 26:15, 26:17, 26:24, 27:9, 27:12, 27:14, 28:2, 28:19, 29:12, 30:3, 30:20, 30:24, 32:16, 32:23, 35:1, 36:4, 37:5, 37:14, 39:7, 39:14, 39:20, 41:6, 41:15, 41:24, 42:3, 42:7, 42:8, 43:10, 43:23, 44:2, 44:12, 45:1, 45:3, 46:8, 46:24, 47:3, 47:8, 47:16, 47:21, 47:23, 48:1 MS [74] - 4:13, 4:16, 4:18, 4:19, 4:21, 4:23, 5:1, 5:2, 5:3, 5:22, 10:1, 13:24, 17:3, 17:21, 18:2, 18:8, 18:11, 18:17, 19:6, 19:14, 19:19, 19:23, 20:1, 20:12, 20:14, 20:20, 21:7, 21:10, 21:15, 21:19, 22:1, 22:3, 22:5, 23:22, 24:9, 25:4, 25:6, 25:10, 25:12, 25:13, 25:16, 26:12, 26:20, 26:22, 27:1, 27:8, 27:10, 28:12, 28:20, 30:2, 30:13, 30:21, 31:1, 32:17, 33:1, 35:3, 37:4, 37:9, 43:13, 44:11, 44:24, 45:2, 46:6, 47:2, 47:6, 47:17, 47:20, 47:22, 47:24, 48:2, 48:3, 48:4, 48:5, 48:6 municipalities [1] - 32:15 mystery [1] - 24:24</p>
<p style="text-align: center;">J</p>	<p style="text-align: center;">L</p> <p>landscaping [1] - 14:2 Lane [2] - 5:17, 39:5 lanes [1] - 16:23 LASALLE [1] - 49:2 last [4] - 28:5, 35:21, 42:14, 45:21 late [1] - 11:24 leads [1] - 8:13 lease [1] - 24:16 least [2] - 19:4, 45:5 leave [1] - 28:16 LED [1] - 9:3 legibility [2] - 12:12, 16:22 Legos [1] - 14:16 less [4] - 9:4, 33:14, 33:17, 33:19 letter [1] - 31:11 lift [1] - 14:11 limit [1] - 20:6 line [3] - 6:17, 33:12, 44:5 list [2] - 40:9, 41:5 literally [2] - 14:15, 14:16 LLC [2] - 5:7, 5:23 load [1] - 19:1 located [3] - 5:16, 39:2, 39:3 look [11] - 15:6, 19:6, 22:6, 23:10, 28:16, 29:2, 43:5, 44:9, 44:22, 45:16 looked [2] - 32:17, 34:3</p>	<p style="text-align: center;">M</p> <p>main [2] - 29:7, 44:16 maintain [1] - 17:6 maintenance [1] - 46:11 manager [1] - 6:7 manner [1] - 20:10 Marketplace [12] - 5:11, 5:15, 6:1, 6:15, 12:4, 12:7, 28:4, 28:8, 29:9, 38:21, 39:1, 43:14 Mariys [1] - 2:14 masonry [7] - 10:13, 11:6, 11:12, 12:23, 14:19, 14:20, 28:2 match [1] - 11:1 material [1] - 18:9 materials [1] - 10:6 maximum [1] - 19:15 mayor [1] - 31:13 McCue [16] - 38:17, 39:7, 39:11, 39:14, 39:15, 39:20, 41:15, 42:3, 42:8, 43:23, 44:2, 44:12, 45:1, 45:3, 46:8 Meadows [1] - 40:1 mean [15] - 13:6, 14:24, 15:3, 15:5, 15:17, 19:10, 26:22, 27:12, 27:23, 36:13, 41:11, 44:2, 44:13, 45:4, 45:8 meet [2] - 6:13, 18:7 meeting [4] - 3:6, 40:14, 47:15, 48:13 MEETING [1] - 1:9 member [1] - 3:22</p>	<p>members [1] - 3:8 merely [1] - 19:3 mess [2] - 23:2, 28:20 mid [1] - 6:11 mid-size [1] - 6:11 might [2] - 4:7, 40:23 mind [1] - 16:19 Minute [1] - 2:14 mm-hum [2] - 10:8, 11:9 mobilized [1] - 25:22 modify [1] - 44:4 money [2] - 33:4, 33:8 monotony [2] - 44:11, 44:12 monstrosity [1] - 15:20 month [2] - 33:3, 33:7 months [1] - 28:5 monument [3] - 5:13, 26:18, 26:21 monuments [1] - 25:9 most [2] - 40:11, 42:17 motion [4] - 4:9, 47:13, 47:19, 48:8 mountains [1] - 17:1 move [2] - 30:4, 38:5 moved [2] - 4:12, 47:16 movie [2] - 13:23, 13:24 moving [3] - 5:5, 22:22, 38:16 MR [132] - 4:12, 4:20, 4:22, 4:24, 7:9, 9:9, 9:12, 9:18, 9:22, 10:5, 10:8, 10:9, 10:11, 10:13, 10:14, 11:1, 11:2, 11:3, 11:4, 11:5, 11:9, 11:10, 11:17, 11:21, 11:22, 12:2, 12:3, 12:5, 12:6, 12:11, 12:12, 12:18, 13:3, 13:4, 13:10, 13:11, 13:13, 13:17, 13:18, 13:20, 13:21, 14:5, 14:7, 14:9, 14:10, 14:14, 15:12, 15:19, 15:22, 16:3, 16:6, 16:24, 17:5, 17:19, 18:1, 18:3, 18:6, 18:13, 18:15, 18:19, 18:23, 19:7, 19:21, 19:24, 20:9, 20:18, 20:22, 21:4, 21:6, 21:12, 22:14, 22:16, 22:19, 23:2, 23:23, 24:3, 24:5, 24:7,</p>	<p style="text-align: center;">N</p> <p>name [2] - 3:17, 39:9 nameless [1] - 6:20 neat [1] - 46:3 necessarily [1] - 36:13 necessary [1] - 37:13 need [3] - 23:6, 33:4, 33:8 needs [2] - 6:13, 6:18 never [1] - 40:5 new [10] - 18:1, 18:5, 21:17, 23:20, 26:18,</p>

PZC - April 11, 2018 - Public Hearings

<p>38:23, 39:17, 42:19, 43:5, 43:10 next [3] - 30:5, 44:15, 46:13 nice [7] - 15:2, 18:16, 19:6, 28:19, 36:8, 36:10, 40:22 nicer [2] - 40:10, 43:8 nine [1] - 12:24 Noble [1] - 2:11 NOBLE [30] - 13:24, 18:8, 19:14, 19:19, 19:23, 20:1, 20:12, 20:14, 20:20, 21:10, 21:15, 21:19, 22:1, 22:3, 22:15, 25:13, 26:22, 30:2, 30:13, 30:21, 31:1, 32:17, 33:1, 35:3, 37:4, 37:9, 43:13, 44:11, 47:2, 47:6 nobody [1] - 18:23 none [2] - 40:2, 47:13 north [2] - 39:3, 39:4 nothing [2] - 44:8, 44:20 notice [2] - 8:16, 35:19 Numbers [1] - 4:10 nutshell [1] - 9:7</p>	<p>Olson [3] - 2:4, 4:19, 47:20 on-site [2] - 32:2, 34:23 once [3] - 16:9, 16:10, 37:14 one [24] - 3:16, 5:6, 6:19, 9:21, 13:8, 14:18, 17:11, 17:18, 17:21, 18:1, 18:2, 18:11, 18:13, 24:4, 24:6, 24:7, 25:14, 27:17, 32:18, 33:11, 35:11, 35:12, 37:11 ones [3] - 25:12, 25:16, 43:20 open [1] - 4:9 opinion [2] - 28:12, 28:15 oppose [1] - 29:21 opposed [5] - 4:6, 33:21, 38:13, 41:14, 41:20 option [1] - 42:7 options [2] - 20:16, 42:8 order [2] - 4:2, 30:1 Ordinance [2] - 30:11, 35:9 ordinances [1] - 31:18 original [3] - 28:23, 33:18, 49:11 originally [1] - 10:23 ornamental [2] - 12:8, 21:2 ornate [1] - 28:4 Oswego [1] - 42:12 outdated [1] - 42:18 outlots [3] - 26:22, 26:23, 27:21 output [1] - 8:24 outside [1] - 21:3 outsourcing [1] - 31:2 outsourced [1] - 30:24 over-engineered [1] - 8:4 overall [10] - 5:12, 11:15, 12:20, 13:5, 20:18, 21:11, 21:20, 22:15, 27:16, 34:18 own [1] - 27:22 owner [6] - 6:3, 6:12, 7:3, 9:2, 23:17, 39:14</p>	<p>packet [2] - 27:19, 32:13 Page [3] - 32:15, 32:17 page [1] - 32:16 Pages [2] - 34:5, 49:6 panel [5] - 11:14, 22:16, 22:18, 24:17, 24:23 panels [6] - 5:14, 7:24, 17:7, 17:8, 17:14, 23:24 paper [1] - 35:19 Pardon [1] - 45:1 part [5] - 13:12, 30:22, 31:8, 38:7, 43:13 particular [1] - 6:19 Pat [1] - 8:4 pay [2] - 30:22, 34:19 payment [1] - 36:22 pen [1] - 7:10 people [3] - 35:13, 46:12, 46:21 percent [10] - 34:10, 34:13, 34:16, 34:20, 36:23, 37:6, 37:20, 37:24, 42:4, 43:8 percentage [1] - 34:6 permit [3] - 5:11, 31:8, 38:22 personal [1] - 28:15 personally [1] - 35:20 persons [2] - 3:11, 3:15 Petition [1] - 4:10 petitioner [8] - 3:13, 3:21, 4:4, 4:8, 5:8, 30:6, 38:18, 39:6 photo [1] - 23:10 photos [1] - 12:6 picking [1] - 14:22 picture [1] - 25:13 pictures [1] - 43:1 piece [3] - 7:2, 14:17 pillars [3] - 14:5, 42:23, 43:1 pipes [3] - 8:11, 8:13, 8:14 itches [2] - 40:24, 41:3 place [3] - 12:16, 31:19, 49:9 plan [2] - 33:24, 40:20 Planned [2] - 5:11, 38:21 PLANNING [1] - 1:9 planning [1] - 31:3 Planning [1] - 3:5 Plano [1] - 17:1 plans [3] - 31:21,</p>	<p>34:21, 44:3 plat [1] - 30:17 play [1] - 25:22 pleasing [1] - 15:1 plus [1] - 36:14 podium [4] - 3:18, 5:21, 7:8, 39:13 point [4] - 6:20, 23:4, 26:7, 37:11 popular [4] - 42:21, 45:9, 45:14, 45:17 porch [1] - 44:17 porches [3] - 40:13, 42:23, 45:22 portion [8] - 20:10, 23:3, 28:13, 31:20, 31:24, 47:15, 48:9, 48:12 possible [2] - 19:5, 35:16 possibly [1] - 25:1 power [1] - 9:4 Prairie [1] - 40:1 precast [2] - 14:21, 27:9 precedence [1] - 16:22 precedent [1] - 8:7 premium [1] - 42:5 prepay [1] - 30:15 PRESENT [2] - 2:1, 2:10 present [5] - 3:12, 29:17, 29:20, 38:9, 41:17 presentation [1] - 4:5 pretty [3] - 32:23, 41:9, 42:10 prevent [1] - 21:10 problem [1] - 38:2 proceedings [4] - 3:2, 48:11, 49:5, 49:8 process [4] - 8:8, 31:9, 31:14 product [3] - 44:1, 46:10, 46:17 project [4] - 30:15, 33:4, 34:8, 36:5 projects [4] - 34:4, 35:17, 35:21, 36:1 prompted [1] - 27:6 property [6] - 5:16, 6:7, 9:1, 13:19, 23:17, 39:2 proposed [4] - 3:9, 21:17, 40:4, 43:10 proposing [3] - 39:17, 40:3, 43:7 provide [4] - 23:11, 34:2, 34:22, 35:24</p>	<p>provides [1] - 13:15 PUBLIC [1] - 1:10 public [18] - 3:3, 3:4, 3:8, 3:11, 3:21, 3:22, 4:10, 5:5, 32:5, 32:6, 35:7, 35:19, 35:22, 38:16, 47:14, 48:9, 48:12, 49:5 publication [1] - 19:15 published [3] - 20:3, 20:15, 20:21 PUD [3] - 18:9, 26:24, 43:14 purpose [3] - 3:7, 5:14, 6:21 put [13] - 9:21, 12:16, 14:11, 19:12, 21:4, 23:14, 26:5, 27:11, 28:10, 35:19, 40:9, 43:21 Put [1] - 18:4 putting [7] - 8:1, 10:9, 10:10, 14:17, 15:18, 15:19, 23:24 pylon [1] - 8:10 PZC [6] - 4:10, 4:11, 5:7, 30:5, 38:17</p>
O	P			Q
<p>obscure [1] - 14:4 obstruct [1] - 16:24 obstructions [1] - 16:14 occupy [1] - 25:20 occupying [1] - 24:16 occur [1] - 8:6 OF [3] - 1:5, 49:1, 49:2 oil [1] - 10:18 old [7] - 8:24, 10:19, 18:1, 18:2, 18:4, 18:13, 42:20 older [1] - 8:22 OLSON [35] - 4:20, 9:9, 10:5, 10:9, 10:13, 11:1, 13:21, 14:7, 15:12, 15:19, 15:22, 16:3, 16:24, 18:1, 18:6, 21:4, 21:12, 26:7, 26:15, 26:17, 28:2, 30:3, 30:20, 30:24, 32:16, 32:23, 35:1, 36:4, 37:5, 37:14, 41:6, 41:24, 42:7, 43:10, 47:21</p>	<p>p.m [1] - 1:20</p>			<p>quality [2] - 23:8, 40:21 questions [11] - 3:13, 4:7, 9:8, 13:9, 29:14, 29:24, 35:17, 38:4, 41:5, 41:23, 47:10 quick [2] - 41:10, 41:14 quite [2] - 6:10, 42:12</p>
				R
				<p>raise [3] - 3:22, 19:4, 19:11 raising [1] - 19:10 Randy [2] - 2:2, 26:7 range [2] - 34:6, 34:23 ranges [1] - 34:8 rate [4] - 36:10, 36:12, 36:14, 36:15 rather [6] - 7:19, 17:14, 27:14, 28:10, 29:1, 33:23 ready [1] - 39:6 Reagan [1] - 2:3 real [7] - 5:16, 23:10, 39:2, 41:14, 45:9, 45:14, 45:17 really [6] - 15:4, 15:11,</p>

PZC - April 11, 2018 - Public Hearings

<p>29:2, 33:1, 42:21, 45:19 reason [5] - 6:4, 16:18, 35:7, 36:19, 37:7 received [2] - 30:19, 31:11 receiving [1] - 4:3 recently [1] - 31:11 recognize [2] - 44:6, 44:17 recommendation [2] - 7:5, 20:8 reconciliation [1] - 33:3 reduce [1] - 27:15 reduced [1] - 17:11 reface [1] - 25:23 reference [1] - 16:16 refunded [2] - 35:2, 35:4 regarding [3] - 3:9, 3:14, 38:23 related [1] - 30:11 remains [1] - 6:20 remember [1] - 29:5 remove [1] - 14:19 removing [3] - 7:20, 14:20 repeat [1] - 3:23 replace [1] - 8:18 Reporter [1] - 49:4 represent [2] - 3:17, 6:6 reproduced [1] - 49:14 republish [1] - 19:14 request [10] - 3:14, 4:6, 7:12, 10:3, 29:18, 29:21, 37:11, 38:10, 38:13, 41:18 requested [4] - 25:2, 25:6, 27:3, 27:6 requesting [5] - 5:10, 6:21, 6:22, 30:8, 38:20 requests [4] - 3:9, 3:13, 10:4, 46:24 require [2] - 20:5, 46:12 requires [1] - 35:7 residential [1] - 38:24 resolution [2] - 35:12, 35:14 respect [1] - 23:5 response [8] - 29:15, 29:19, 29:22, 38:11, 38:14, 41:19, 41:21, 47:11 responsibility [1] -</p>	<p>49:13 responsible [1] - 38:2 restrictions [1] - 40:2 retailer [4] - 6:19, 6:24, 7:4, 24:24 reused [1] - 21:8 review [10] - 30:12, 30:16, 31:14, 31:19, 31:21, 32:1, 32:9, 33:24, 36:17 reviews [1] - 31:6 revision [1] - 38:22 revisions [1] - 30:9 reworded [1] - 21:13 Richard [1] - 2:7 rid [1] - 8:17 ridiculous [1] - 37:21 River's [1] - 40:1 Road [1] - 1:15 road [1] - 13:22 roll [2] - 4:14, 47:18 roof [1] - 44:16 roofs [1] - 41:1 round [1] - 33:23 Route [1] - 7:13 row [1] - 44:20 runs [1] - 45:15 Rush [5] - 15:7, 15:15, 16:16, 16:18 Rush-Copley [4] - 15:7, 15:15, 16:16, 16:18</p>	<p>seven [4] - 13:7, 15:4, 22:14, 22:19 several [1] - 32:18 shake [2] - 43:3, 46:15 shingles [1] - 40:13 shopping [3] - 6:3, 6:12, 7:3 Shore [1] - 39:5 shorter [1] - 26:21 Shorthand [1] - 49:3 show [1] - 11:24 showing [1] - 43:19 shows [2] - 34:5, 36:9 shutter [3] - 45:24, 46:1, 46:2 shutters [1] - 45:23 side [4] - 6:18, 17:14, 40:16, 43:21 siding [13] - 40:7, 40:8, 41:24, 42:5, 42:6, 42:11, 42:13, 43:4, 45:4, 45:15, 46:7, 46:15 sign [53] - 3:18, 5:12, 6:22, 7:13, 7:14, 7:18, 7:19, 7:21, 8:3, 8:18, 8:22, 8:23, 9:5, 9:9, 9:11, 9:20, 10:19, 11:8, 11:14, 11:15, 13:2, 13:15, 13:21, 14:1, 14:11, 15:1, 16:16, 16:18, 18:5, 18:10, 19:3, 19:4, 20:10, 20:19, 21:11, 22:8, 22:10, 23:3, 23:9, 23:12, 25:23, 26:1, 26:4, 26:6, 26:19, 26:21, 26:23, 27:2, 27:22, 28:13 Sign [1] - 7:10 signage [3] - 6:21, 27:15, 28:4 signed [1] - 49:12 Signs [1] - 6:8 signs [12] - 5:14, 6:9, 14:4, 20:24, 22:1, 22:2, 25:7, 25:9, 25:23, 27:3, 28:6, 29:5 similar [1] - 44:23 single [2] - 43:15, 47:1 site [3] - 32:2, 32:10, 34:23 six [8] - 8:14, 17:12, 17:16, 17:19, 22:11, 24:2, 24:11, 28:5 six-inch [2] - 8:14, 17:12 size [3] - 6:11, 22:16,</p>	<p>25:2 sized [1] - 24:23 sleeve [1] - 8:13 sleeves [1] - 10:7 slide [1] - 14:15 sliding [1] - 14:17 Smith [1] - 6:6 so.. [1] - 43:9 soft [2] - 33:8, 34:17 sold [1] - 46:18 solid [1] - 11:19 someday [1] - 8:6 someone [1] - 9:9 Sometimes [1] - 36:14 sorry [4] - 22:23, 24:5, 30:3, 30:10 sort [3] - 7:18, 17:10, 24:14 space [7] - 6:16, 14:24, 23:21, 24:17, 24:18, 25:19, 33:13 spaces [1] - 25:24 specific [4] - 6:24, 25:24, 27:2, 35:17 specifically [1] - 6:9 spend [3] - 33:8, 35:2, 37:1 spent [3] - 28:5, 31:3, 35:4 sporadic [1] - 31:10 Sporting [1] - 24:15 spot [1] - 24:20 spreadsheet [1] - 36:8 SS [1] - 49:1 stages [1] - 34:4 stamp [1] - 9:15 stand [1] - 3:22 standard [1] - 46:9 standards [7] - 18:7, 23:7, 38:23, 39:18, 39:20, 39:21, 43:11 standpoint [4] - 11:18, 11:19, 12:12, 12:13 start [2] - 8:11, 11:7 started [1] - 42:15 state [3] - 3:16, 20:23, 39:9 STATE [1] - 49:1 steel [1] - 19:2 steeper [1] - 41:3 still [8] - 7:17, 8:19, 10:20, 15:9, 27:11, 40:10, 40:20, 47:4 stone [4] - 42:5, 42:6, 43:2, 46:15 stop [1] - 47:14 story [1] - 7:1 street [6] - 15:8, 15:14, 16:17, 28:1,</p>	<p>44:21, 44:22 stricter [1] - 47:3 strictly [1] - 13:14 stringent [1] - 39:21 strip [1] - 47:9 structural [3] - 10:16, 11:18, 13:15 structure [1] - 31:16 stuff [5] - 15:3, 40:23, 43:22, 45:15, 46:22 style [4] - 42:21, 42:22, 45:22, 46:3 subdivision [5] - 39:22, 40:4, 40:6, 43:7, 44:19 Subdivision [3] - 30:10, 30:11, 35:9 subdivisions [3] - 42:10, 42:13, 46:11 submits [1] - 31:20 sufficient [1] - 9:10 suggest [1] - 23:13 suggesting [2] - 20:23, 33:10 Super [2] - 7:17, 8:19 support [1] - 9:17 surrounding [1] - 15:7 sworn [4] - 3:24, 5:20, 7:7, 39:12 system [1] - 9:3</p>
T				
			<p>Taker [1] - 2:14 tall [5] - 7:14, 13:21, 18:20, 18:24, 22:20 taller [2] - 18:18, 21:9 Target [9] - 7:17, 8:19, 20:24, 22:8, 24:22, 24:23, 25:7, 27:5, 29:4 taupe [1] - 45:12 taxes [1] - 37:8 technology [1] - 8:23 ten [9] - 8:9, 8:11, 8:13, 10:7, 22:12, 33:17, 33:20, 44:4, 45:11 ten-inch [3] - 8:11, 8:13, 10:7 tenant [11] - 5:14, 7:24, 14:4, 17:7, 17:8, 21:1, 23:21, 24:8, 27:1, 27:2 tenant's [1] - 25:24 tenants [10] - 8:20, 12:17, 23:13, 24:1, 24:2, 24:11, 24:12, 25:19, 26:6, 26:19</p>	

PZC - April 11, 2018 - Public Hearings

<p>tends [2] - 10:21, 10:22</p> <p>testified [3] - 5:20, 7:7, 39:12</p> <p>testify [1] - 3:15</p> <p>testimony [4] - 3:8, 3:11, 4:2, 47:14</p> <p>text [1] - 30:9</p> <p>theater [1] - 13:23</p> <p>thereof [2] - 49:12, 49:16</p> <p>they've [1] - 27:6</p> <p>thinking [2] - 15:11, 27:18</p> <p>third [1] - 38:16</p> <p>thousand [1] - 33:19</p> <p>three [9] - 3:4, 7:24, 11:11, 17:13, 24:1, 25:14, 34:9, 34:13, 43:1</p> <p>today [1] - 6:4</p> <p>together [2] - 14:18, 40:9</p> <p>tonight [3] - 3:10, 4:3, 35:6</p> <p>tonight's [3] - 3:5, 3:21, 47:15</p> <p>top [15] - 7:19, 8:1, 8:17, 8:18, 14:14, 17:4, 17:12, 18:4, 18:13, 22:5, 27:11, 28:11, 28:14, 29:1</p> <p>topper [1] - 17:13</p> <p>tops [1] - 18:3</p> <p>total [2] - 36:14, 36:22</p> <p>touching [1] - 11:12</p> <p>tough [2] - 7:22, 40:2</p> <p>tower [2] - 15:16, 16:19</p> <p>town [2] - 6:3, 37:22</p> <p>townhome [1] - 43:15</p> <p>townhomes [1] - 47:4</p> <p>townhouses [1] - 13:23</p> <p>traffic [1] - 16:21</p> <p>Trail [1] - 39:4</p> <p>transcribed [1] - 49:4</p> <p>transcript [2] - 49:8, 49:11</p> <p>transparent [2] - 31:17, 35:15</p> <p>trim [1] - 17:4</p> <p>true [1] - 49:7</p> <p>try [1] - 19:3</p> <p>trying [1] - 40:19</p> <p>two [18] - 5:13, 7:13, 8:11, 8:12, 11:6, 11:15, 13:1, 13:12, 14:1, 17:8, 17:13, 25:14, 27:9, 36:16,</p>	<p>43:2, 45:21</p> <p>two-foot [5] - 11:6, 13:12, 17:8, 17:13</p> <p>type [1] - 18:10</p> <p>types [1] - 46:6</p> <p>typically [1] - 34:3</p>	<p>vote [6] - 4:15, 19:10, 21:12, 21:16, 23:14, 47:18</p>	<p>1:6</p> <p>Yorkville [12] - 1:16, 5:9, 5:17, 30:6, 30:8, 38:1, 38:19, 39:5, 39:23, 40:16, 42:10, 45:19</p> <p>Yorkville's [1] - 37:16</p> <p>YOUNG [12] - 4:16, 4:19, 4:21, 4:23, 5:1, 5:3, 47:20, 47:22, 47:24, 48:2, 48:4, 48:6</p> <p>Young [1] - 2:14</p>
	U		Z
<p>U.S [1] - 39:3</p> <p>under [5] - 12:1, 36:2, 36:5, 49:12, 49:14</p> <p>Unit [2] - 5:11, 38:21</p> <p>UNITED [1] - 1:5</p> <p>United [4] - 5:9, 30:6, 30:7, 38:19</p> <p>unless [1] - 21:19</p> <p>up [23] - 6:19, 7:20, 8:14, 9:21, 14:22, 16:12, 19:10, 19:11, 21:4, 23:9, 24:13, 29:2, 32:23, 33:1, 33:18, 33:21, 34:24, 38:7, 42:19, 43:11, 44:6, 46:14, 46:19</p> <p>upfront [1] - 34:20</p> <p>upgrade [2] - 9:2, 46:9</p> <p>uppermost [1] - 10:6</p> <p>user [1] - 24:14</p>		<p>waiting [1] - 25:21</p> <p>wants [1] - 7:16</p> <p>Wednesday [1] - 1:19</p> <p>Weis [2] - 6:8, 7:9</p> <p>WEIS [53] - 7:6, 7:9, 9:12, 9:18, 9:22, 10:8, 10:11, 10:14, 11:2, 11:4, 11:9, 11:17, 11:22, 12:3, 12:6, 12:12, 13:3, 13:10, 13:13, 13:18, 14:14, 16:6, 17:5, 17:19, 18:3, 18:13, 18:15, 18:19, 18:23, 19:7, 19:21, 19:24, 20:9, 20:22, 21:6, 22:16, 22:19, 22:24, 23:2, 24:3, 24:5, 24:7, 24:11, 24:21, 25:3, 25:11, 25:18, 26:8, 26:13, 26:24, 27:9, 27:12, 29:12</p> <p>welding [1] - 14:18</p> <p>west [1] - 39:3</p> <p>westbound [1] - 16:21</p> <p>whereas [1] - 23:11</p> <p>WHEREUPON [1] - 3:1</p> <p>white [2] - 45:14</p> <p>whole [2] - 7:21, 12:24</p> <p>WILLIAM [1] - 39:11</p> <p>William [1] - 39:14</p> <p>wind [2] - 7:20, 19:1</p> <p>windows [1] - 44:17</p> <p>wish [1] - 3:12</p> <p>wishing [1] - 3:15</p> <p>witnesses [1] - 3:24</p> <p>wood [1] - 46:2</p> <p>Woods [1] - 45:20</p> <p>word [1] - 16:22</p> <p>worded [1] - 20:9</p> <p>world [1] - 23:10</p> <p>written [1] - 31:11</p>	<p>zero [1] - 16:14</p> <p>ZONING [1] - 1:9</p> <p>Zoning [1] - 3:6</p>
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<p>vacant [2] - 25:9, 25:19</p> <p>value [2] - 29:11</p> <p>various [1] - 34:4</p> <p>version [1] - 21:18</p> <p>versus [1] - 15:9</p> <p>vertical [1] - 45:16</p> <p>view [1] - 17:1</p> <p>viewing [1] - 12:13</p> <p>Vinyard [3] - 2:7, 4:21, 47:22</p> <p>VINYARD [26] - 4:12, 4:22, 11:3, 11:5, 11:10, 11:21, 12:2, 12:5, 12:11, 12:18, 13:4, 13:11, 13:17, 13:20, 20:18, 22:14, 23:23, 24:10, 24:24, 25:5, 25:8, 25:17, 27:14, 28:19, 47:16, 47:23</p> <p>vinyl [7] - 42:11, 42:13, 45:4, 46:1, 46:8, 46:15, 46:16</p> <p>Vit [1] - 10:21</p> <p>Vitosh [2] - 49:3, 49:20</p>			
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		<p>yards [1] - 12:24</p> <p>year [1] - 35:22</p> <p>years [8] - 8:8, 8:9, 10:19, 31:10, 40:8, 42:14, 45:11, 45:21</p> <p>YORKVILLE [2] - 1:5,</p>	

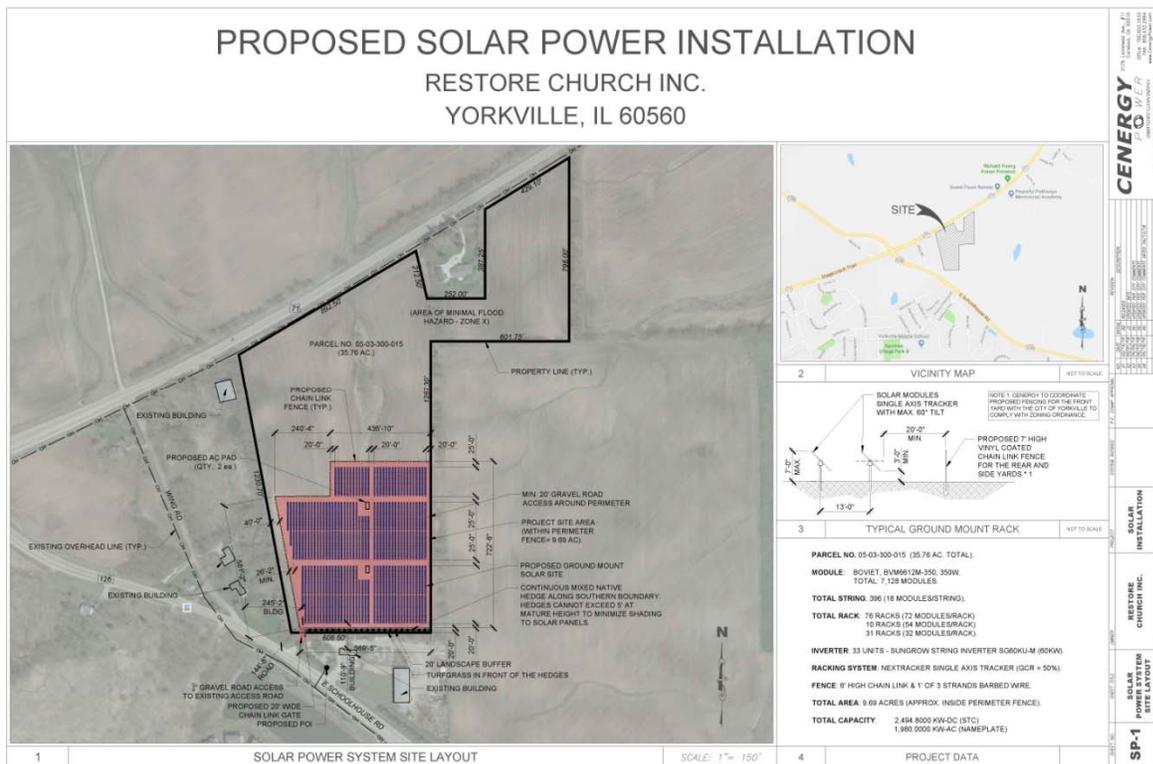


Memorandum

To: Economic Development Committee
 From: Krysti J. Barksdale-Noble, Community Development Director
 Date: April 16, 2018
 Subject: **PZC 2018-08 BAP Power Corp. – Windmill Farms PUD
 Freestanding Solar Energy System (Special Use Permit)**

BACKGROUND & PROJECT DESCRIPTION:

The applicant, BAP Power Corporation dba Cenergy Power, is requesting special use permit approval to install and operate a ground mounted community solar field on approximately 9.69 acres of land consisting of roughly 7,000 solar modules with a maximum height of seven (7) feet at full tilt as illustrated in the map below:



The subject property is currently zoned Planned Unit Development (PUD) with an underlying zoning of B-3 General Business District and R-4 General Multi-Family Residence District, as part of the Windmill Farm PUD approved in 2008 per Ordinance 2008-40. Per Exhibit "E" of Ord. 2008-40 granting Annexation and Planned Unit Development approval for the Windmill Farms development, the approximately 91-acre site, of which the subject property is included, was to be developed as with mixed residential and commercial land uses. The annexation and concept PUD plan were the only approvals granted for the Windmill Farm development. The property has remained vacant and unplatted since the original approvals in 2008.

Since that time the the parcels owned by the previous developer were foreclosed upon by the bank. The previously approved concept plan and the most recent ownership of the parcels within the Windmill Farms developed are illustrated on the maps below:

the existing Windmill Farms PUD, **staff recommends** the Special Use request will be subject to an amended annexation agreement and the repeal of the existing Planned Unit Development concept plan prior to the issuance of a building permit to construct the alternative energy solar system.

Staff understands that Restore Church Inc. will be submitting a request for amended annexation and repeal of the existing PUD concept plan within the near future. The need to move ahead of that process for the approval of the Special Use for the freestanding solar farm system is to position the property for funding through the upcoming Community Solar program administered through the State of Illinois and Commonwealth Edison.

Per Section 10-4-9 of the Zoning Ordinance, in any case where a special use has been granted, such approval shall become null and void unless it is in place and in active use within three (3) years of the date of issuance. If the property owner fails to secure the amended annexation agreement and repeal of the existing Planned Unit Development leading to the delay in issuing the building permit for the installation of the solar farm system, the special use will automatically be revoked upon the third year from the date of approval.

EXISTING CONDITIONS:

The existing zoning and land use for properties surrounding the subject property are as indicated below:

	Zoning	Land Use
North	A-1 Agriculture	Unincorporated Kendall County (Farm Land)/IL Rte 71
South	A-1 Agriculture	Unincorporated Kendall County (Landscape Business)
East	A-1 Agriculture	Unincorporated Kendall County (Farm Land)
West	Windmill Farm PUD	Single Family Residential

ALTERNATIVE ENERGY SYSTEMS REGULATIONS:

On November 25, 2014, the City Council approved a new Zoning Ordinance update. As part of the updated Zoning Ordinance, specific zoning and regulatory criteria related to alternative energy systems was adopted. Chapter 19: Alternative Energy Systems of the approved new Zoning Ordinance identifies freestanding solar energy systems (FSES) as a special use within the all zoning districts and establishes regulations which were used in the review of this request.

- The proposed solar farm would be required to meet the setback standards for the B-3 General Business District as well as the provisions under the Freestanding Solar Energy Systems regulations. Table 10.07.01 of Chapter 7 in the City’s Zoning Ordinance provides dimensions and bulk regulations for the B-3 General Business District.
- Section 19-7-C of the Yorkville Zoning Ordinance states that freestanding solar energy systems shall not be located within the required front yard or corner side yard. Additionally, Section 19-7-B of the Yorkville Zoning Ordinance states that all parts of any freestanding solar energy system shall be set back 8 feet from interior side and rear property lines.
- The following chart illustrates the minimum required yard setbacks for solar systems based upon the B-3 District regulations and the Freestanding Solar Energy System requirements:

	Minimum Requirement	Proposed Setback
Front (IL Rte. 71)	50 feet	Over 600 feet
Rear	8 feet	40 feet
Interior Side (East)	8 feet	20 feet
Interior Side (West)	8 feet	Approx. 66 feet

Height

Overall height of solar module units is shown on the section of the Typical Ground Mount Rack as 7'-0" maximum (Image No. 3 on Proposed Solar Power Installation plan Sheet SP-1 dated last revised 04-04-18). Per Section 10-19-7 of the Zoning Ordinance regarding Alternative Energy Systems for freestanding solar units, the minimum clearance between the lowest point of the system and the surface on which the system is mounted is ten feet (10'). The plans provided indicate a minimum clearance of three feet (3'). It is the petitioner's desire to have the racking units as visually unobtrusive as possible by having the solar system no taller than the height of the perimeter fencing (discussed further below). Additionally, it is current industry standard to have a minimum of 3-4 foot clearance from the grade, according to the petitioner. **Staff supports** this request.

Glare

Per Section 10-19-7-E of the Zoning Ordinance regarding Alternative Energy Systems for freestanding solar units, the panels are to be placed such that the concentrated solar radiation or glare does not be directed onto nearby properties or roadways. The petitioner has provided the distance, in linear feet, of the closest solar module to the nearest neighboring property with a building and roadway on the revised Site Plan. According to the plan, the nearest building to the solar system racking units will be approximately 110 feet away and the nearest roadway (Illinois Route 126/Schoolhouse Road) is approximately 144 feet from the solar system racking units.

It is not anticipated the system would cause glare to the adjacent buildings located to the south, as the units at maximum tilt will be pointed towards the east. It is also not expected that the glare from the racking units will affect the nearby roadways due to the distance and the heavy foliage located to the west between the proposed solar field and the roadway. **Staff supports** the proposed location of the solar racks in an effort to mitigate potential glare concerns.

Fencing

A dimensioned section detail has been provided for the proposed perimeter fence which is a 7 foot high vinyl coated chain link fence for the rear and side yards. Since the proposed solar field is not situated within the required front yard (north) of the property, the petitioner is permitted to continue the proposed fencing along this perimeter as well. However, **staff recommends** a solid wood fence along the northern perimeter line in addition to a landscape buffer along the southern fence line adjacent to the existing landscape business, to soften the view of the expanse of vinyl fencing.

Accessory Use

Section 19-4-D states that alternative energy systems shall be an accessory to the principal permitted use. The ownership of the property will remain with Restore Church and the land lease for the solar farm is for approximately 10 years. Once the PUD has been repealed, the parcels owned by the church may be consolidated and this use will be accessory to the primary church use of the property.

Signage

Section 19-4-F states that no commercial signage or attention getting device is permitted on any alternative energy system. The petitioner is not proposing any attention getting devices or commercial signage on the external face of the fence with the exception of a small identification name plate less than four (4) square feet in area which is exempt from the sign ordinance.

Utility Service Provider

Per Section 10-19-4-G of the Zoning Ordinance regarding Alternative Energy Systems for freestanding solar units, evidence must be provided that the electric utility service provider which services the site has been notified of the owner's intent to install an interconnected energy system. The petitioner has provided documentation which is included in the packet.

Abandoned Systems

In the Zoning Ordinance, Section 10-19-4-E states all alternative energy systems inactive or inoperable for a period of 12 continuous months shall be deemed abandoned and the owner is required to

repair or remove the system from the property at the owner's expense within 90 days of notice from the City. To ensure compliance, **staff recommends** the petitioner provide a security guarantee in a form acceptable to the City to cover such costs including, but not limited to the removal, property restoration, and city legal expenses, as a condition of the Special Use approval.

In addition to the security, staff **also recommends** a blanket easement over the property to allow the City or its contractor to enter and remove the abandoned system in compliance with the City Code, as a condition of the Special Use approval.

Engineering Review

The City engineering consultant, EEI, has prepared the attached review comments in a letter dated April 6, 2018. The requested review comments will be included as conditions to the Special Use permit and address matters related to the building permit and site permit approval process.

SPECIAL USE CRITERIA:

Section 10-4-9-F of the City's Zoning Ordinance establishes standards for special use requests. No special use shall be recommended by the Planning and Zoning Commission unless said commission shall find that:

1. The establishment, maintenance or operation of the special use will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare.
2. The special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted, nor substantially diminish and impair property values within the neighborhood.
3. The establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.
4. Adequate utilities, access roads, drainage or other necessary facilities have been or are being provided.
5. Adequate measures have been or will be taken to provide ingress or egress so designed as to minimize traffic congestion in the public streets.
6. The special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the city council pursuant to the recommendations of the plan commission.

The applicant has provided written responses to these special use standards as part of their application and requests inclusion of those responses into the public record.

Additionally, the Planning and Zoning Commission must consider the following factors specific to freestanding solar energy systems (FSES) in determining whether to issue a special use permit above and beyond those factors referenced above (Section 10-19-4-C):

1. That the proposed energy system shall further the intent of Chapter 19: Alternative Energy Systems and provide renewable energy to the property on which it is proposed.
2. That the proposed alternative energy system is located in such a manner as to minimize intrusions on adjacent residential uses through siting on the lot, selection of appropriate equipment, and other applicable means.
3. That the establishment for the proposed alternative energy system will not prevent the normal and orderly use, development or improvement of the adjacent property for uses permitted in the district.

STAFF COMMENTS & RECOMMENDATIONS:

Staff is favorable of the proposed solar farm as a special use, subject to the following conditions:

1. The Special Use request will be subject to an amended annexation agreement and the repeal of the existing Planned Unit Development concept plan prior to the issuance of a building permit to construct the alternative energy solar system.
2. The minimum clearance between the lowest point of the system and the surface on which the system is mounted is three (3) feet.
3. A seven (7) foot tall solid wood fence be installed along the northern perimeter line in addition to a landscape buffer be provided along the southern fence line adjacent to the existing landscape business, to soften the view of the expanse of vinyl fencing.
4. The petitioner provide a security guarantee in a form acceptable to the City to cover such costs including, but not limited to the removal, property restoration, and city legal expenses and a blanket easement be provided over the property to allow the City or its contractor to enter and remove the abandoned system in compliance with the City Code.
5. Adherence to all comments prepared by EEI, city engineering consultant, in a letter dated April 6, 2018.

PROPOSED MOTION:

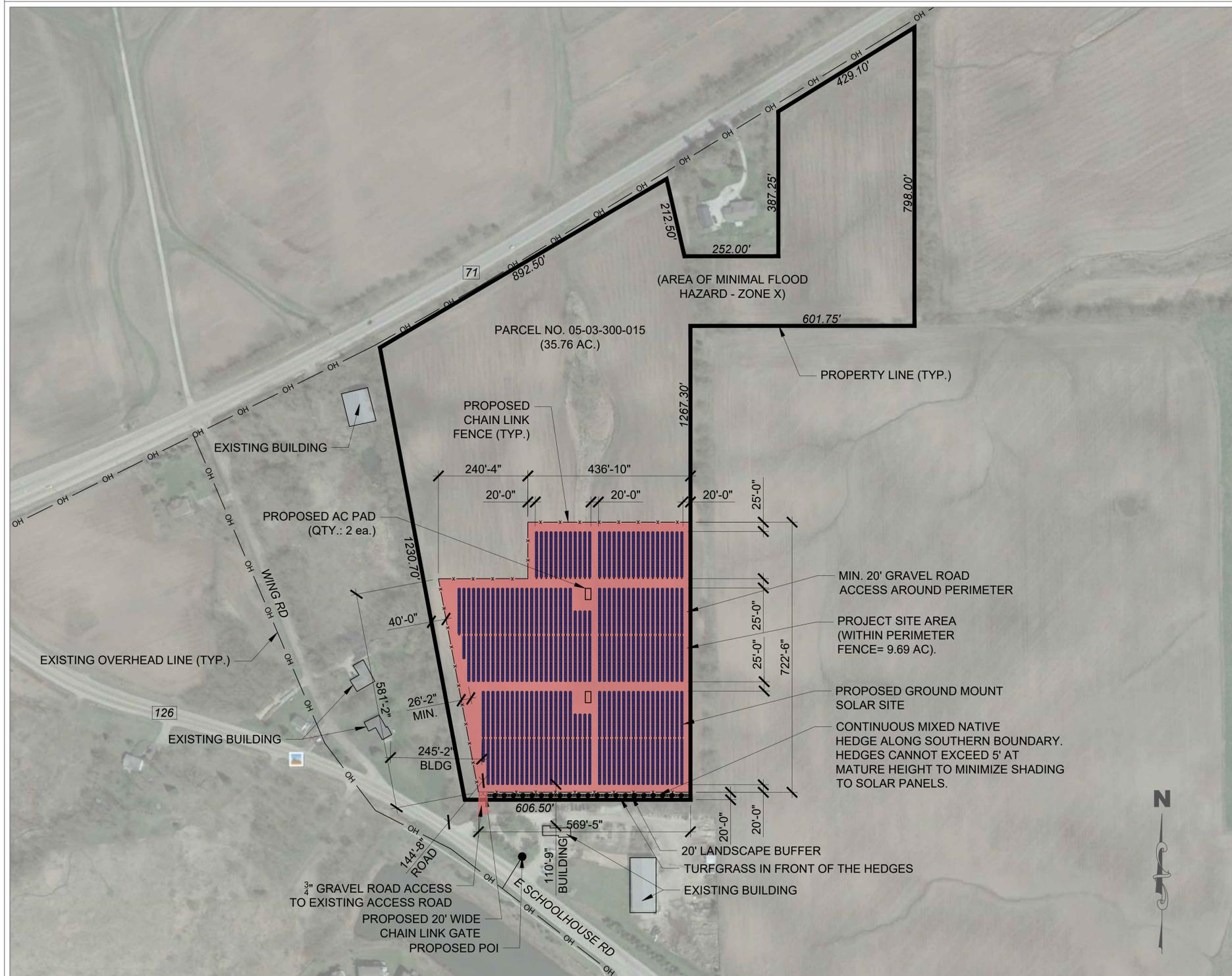
In consideration of testimony presented during a Public Hearing on May 9, 2018 and discussions conducted at that meeting, the Planning and Zoning Commission recommends approval to the City Council a request for Special Use authorization to construct a freestanding solar energy system (FSES), or solar farm, on a B-3 General Business District zoned property located in the southeast quadrant of IL Route 71 and IL Route 126 within the approved Windmill Farms PUD, as illustrated in Solar Power System Site Layout Plan prepared by Cenergy Power, dated 4-13-18, subject to staff recommendations in a memo dated April 16, 2018, and further subject to {insert any additional conditions of the Plan Commission}...

Attachments:

1. Copy of Petitioner's Application w/exhibits.
2. Solar Power System Site Layout prepared by Cenergy Power, dated 4-13-18.
3. EEI Review Letter dated April 16, 2018.
4. Copy of Public Notice.

PROPOSED SOLAR POWER INSTALLATION

RESTORE CHURCH INC.
YORKVILLE, IL 60560



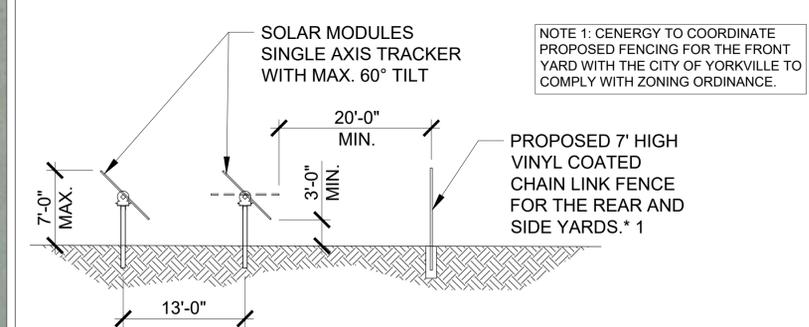
SOLAR POWER SYSTEM SITE LAYOUT

SCALE: 1" = 150'



VICINITY MAP

NOT TO SCALE



TYPICAL GROUND MOUNT RACK

NOT TO SCALE

PARCEL NO. 05-03-300-015 (35.76 AC. TOTAL).

MODULE: BOVIET, BVM6612M-350, 350W.
TOTAL: 7,128 MODULES.

TOTAL STRING: 396 (18 MODULES/STRING).

TOTAL RACK: 76 RACKS (72 MODULES/RACK)
10 RACKS (54 MODULES/RACK)
31 RACKS (32 MODULES/RACK).

INVERTER: 33 UNITS - SUNGROW STRING INVERTER SG60KU-M (60KW).

RACKING SYSTEM: NEXTRACKER SINGLE AXIS TRACKER (GCR = 50%).

FENCE: 6' HIGH CHAIN LINK & 1' OF 3 STRANDS BARBED WIRE.

TOTAL AREA: 9.69 ACRES (APPROX. INSIDE PERIMETER FENCE).

TOTAL CAPACITY: 2,494.8000 KW-DC (STC)
1,980.0000 KW-AC (NAMEPLATE)

4

PROJECT DATA

NO.	DATE	INITIAL	DESCRIPTION
X1	02/14/18	BQ	RELEASED
X2	03/27/18	JS	UPDATED INFO
X3	04/12/18	RD	UPDATED PER CITY COMMENTS
X4	04/12/18	RD	UPDATED PER CITY COMMENTS
X5	04/12/18	RD	UPDATED PER CITY COMMENTS
X6	04/18/18	RD	UPDATED PER CITY COMMENTS DATED 04/13/18

NO.	DATE	INITIAL	DESCRIPTION
P.E. STAMP APPROVAL			
SYSTEM RATINGS			

PROJECT
SOLAR INSTALLATION

OWNER
RESTORE CHURCH INC.
ADDRESS: YORKVILLE, IL 60560 // GPS: 41.625776, -88.418571

SHEET TITLE
SOLAR POWER SYSTEM SITE LAYOUT

SHEET NO.
SP-1
DRAWN BY: V-TEAM



aka BAP Power Corporation (CA Lic. # 922883)

Arizona • California • Connecticut • Indiana • Massachusetts • New Jersey • New York • Texas

Landscaping Plan - Restore Church Inc. Community Solar Project

1. The Project

BAP Power Corporation dba Cenergy Power (“Developer”) is developing a 2.494 megawatt (“MW”) direct current (“DC”) / 1.98 MW alternative current (“AC”) photovoltaic (“PV”) ground mounted community solar project (“Project”) located near Route 71 and Highway 126 in Yorkville, IL 60560 (PIN 05-03-300-015) (“Project Site”). The Project Site is currently owned by Restore Church Inc. and designated as “PUD – Planned Unit Development” by Yorkville. The Project Site will sit on approximately 9.7 acres.

2. Landscaping Plan

Pursuant to the Yorkville letter dated 4/13/18, please see the landscaping plan attached as Exhibit A. As requested by Yorkville, Developer intends to place native grass and hedges (per Yorkville zoning ordinance section 8-12-1) along the southern boundary of the Project Site. Developer will maintain a minimum 20' buffer between the hedges and the landscaping business directly south of the Project Site.

Developer also intends to build 20' access roads from the Project Site's gate entrance on the southwest side off the Project Site into the Project Site. These access roads will be built using approximately 5-6" of 3/4" crushed rock.

Inside the Project Site fence and between the solar array rows, Developer will allow natural vegetation to grow. Developer will utilize pre-emergent at construction completion for weed abatement. In addition, as part of the routine maintenance of the Project Site, Developer will also conduct weed abatement up to 2 times per year.

Please see photos below for a similar project in size and scope to this proposed Project Site which demonstrates the natural vegetation and access roads inside the Project Site fenced area.





United City of Yorkville
800 Game Farm Road
Yorkville, Illinois 60560
Telephone: 630-553-4350
Fax: 630-553-7575

**INVOICE & WORKSHEET
PETITION APPLICATION**

CONTACT:

DEVELOPMENT/ PROPERTY:

Acreage: _____
Date: _____

Concept Plan Review: Yes No \$ _____
Engineering Plan Review Deposit of \$500 due

Amendment: Yes No \$ _____
\$500.00 Fee due for each: (Annexation) (Plan) (Plat) (PUD)

Annexation: Yes No \$ _____
\$250.00, plus \$10/acre for each acre over 5.
of acres: _____ - 5 = _____ x \$10 = _____ + \$250

Rezoning: Yes No \$ _____
\$200.00, plus \$10/acre for each acre over 5.
of acres: _____ - 5 = _____ x \$10 = _____ + \$200
If annexing and rezoning, charge only 1 per acre fee.
If rezoning to a PUD, charge PUD Development Fee- not Rezoning Fee.

Special Use: Yes No \$ 550
\$250.00, plus \$10/acre for each acre over 5.
of acres: _____ - 5 = _____ x \$10 = _____ + \$250

Zoning Variance: \$85.00 Yes No \$ _____
Outside Consultants deposit of \$500.00 due

Preliminary Plan Fee: \$500.00 Yes No \$ _____

P.U.D. Fee: \$500.00 Yes No \$ _____

Final Plat Fee: \$500.00 Yes No \$ _____

Engineering Plan Review Deposit: Yes No \$ 5,000
 Less than 1 acre = \$1,000 due
 Over 1 acre and less than 10 acres = \$2,500 due
 Over 10 acres and less than 40 acres = \$5,000 due
 Over 40 acres and less than 100 acres = \$10,000 due
 Over 100 acres = \$20,000 due

Outside Consultants Deposit: Yes No \$ _____
Legal, Land Planner, Zoning Coordinator, Environmental Services
Annexation, Subdivision, Rezoning, and Special Use:
 Less than 2 acres = \$1,000 due
 Over 2 acres and less than 10 acres = \$2,500 due
 Over 10 acres = \$5,000 due

TOTAL AMOUNT DUE: \$ 5,500

Application For Special Use

STAFF USE ONLY

Date of Submission PC#

Development Name

Applicant Information

Name of Applicant(s)

Business Address

City State ZIP

Business Phone Business Fax

Business Cell Business E-mail

Property Information

Name of Holder of Legal Title

If Legal Title is held by a Land Trust, list the names of all holders of any beneficial interest therein:

Property Street Address

Description of Property's Physical Location

Zoning and Land Use of Surrounding Parcels

North	PIN 05-03-100-004 - Tax Code KE001 - Class 0021
East	PIN 05-03-400-002 - Tax Code KE001 - Class 0021
South	PIN 05-03-300-010 - B-3 GENERAL BUSINESS DISTRICT
West	PIN 05-03-300-026 - B-3 PLANNED UNIT DEVELOPMENT

Current Zoning Classification

Kendall County Parcel Number(s) of Property

05-03-300-015	

Application For Special Use

Additional Contact Information

Attorney

Name

Address

City State ZIP

Phone Fax

E-mail

Engineer

Name

Address

City State ZIP

Phone Fax

E-mail

Land Planner/Surveyor

Name

Address

City State ZIP

Phone Fax

E-mail

Attachments

Applicant must attach a legal description of the property to this application and title it as "Exhibit A".

Applicant must list the names and addresses of any adjoining or contiguous landowners within 500 feet of the property that are entitled notice of application under any applicable City Ordinance or State Statute. Attach a separate list to this application and title it as "Exhibit B".

Please see Site Plan attached as "Exhibit C".

Application For Special Use

Special Use Standards

Please state how the establishment, maintenance or operation of the special use will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare:

The solar power generated from the Project does not produce pollution or noise; rather it is a safe, clean and reliable source of energy. Once the site is constructed, only a small operations and maintenance crew will visit the site between 1-3 times per year for routine maintenance. The materials and equipment used in the construction and operation of the Project do not contain any hazardous materials. The solar modules are comprised of aluminum, glass and silicon-based cells.

Please state how the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted, nor substantially diminish and impair property values within the neighborhood:

There is minimal noise impact of the solar system. The Project will also be fenced in with a perimeter chain-linked fence that will have a height of 6 to 7 feet to promote safety and create a visual barrier to the neighboring properties.

Please state how the establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district:

The sole purpose of the Project is to produce clean electricity that benefits the local community. It does not present any aesthetic, space, noise or health concerns that would impede any contemplated development of the surrounding property.

Please state how adequate utilities, access roads, drainage or other necessary facilities have been or are being provided:

Aside from getting interconnected to the local utility grid pursuant to our interconnection application, the project will not require any other public facilities. There is expected to be minimal erosion and sediment during construction as well as minimal impact to the site's natural storm water runoff post construction.

Application For Special Use

Special Use Standards

Please state how adequate measures have been or will be taken to provide ingress or egress so designed as to minimize traffic congestion in the public streets:

Neither pedestrians nor general public vehicles will have access to Project Site.

Please state how the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the City Council pursuant to the recommendations of the Plan Commission:

Developer is filing to obtain a conditional use permit from City of Yorkville for this Project. The proposed use of Project is to generate clean solar power for 20-30 years. As such, the Project is expected to comply with the regulations and conditions.

Agreement

I verify that all the information in this application is true to the best of my knowledge. I understand and accept all requirements and fees as outlined as well as any incurred administrative and planning consultant fees which must be current before this project can proceed to the next scheduled committee meeting.

I understand all of the information presented in this document and understand that if an application becomes dormant it is through my own fault and I must therefore follow the requirements outlined above.

Applicant Signature

Date

W. Khan

3/22/18

WILLIAM KHAN

THIS APPLICATION MUST BE NOTARIZED
PLEASE NOTARIZE IN THE SPACE BELOW:

See attached

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego)

On March 22, 2018 before me, Lori J. Ball, Notary Public
(insert name and title of the officer)

personally appeared William Pham,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)





United City of Yorkville
 County Seat of Kendall County
 800 Game Farm Road
 Yorkville, Illinois, 60560
 Telephone: 630-553-4350
 Fax: 630-553-7575
 Website: www.yorkville.il.us

Petitioner Deposit Account / Acknowledgment of Financial Responsibility

Development/Property Address:	Project No.: <i>FOR CITY USE ONLY</i>	Fund Account No.: <i>FOR CITY USE ONLY</i>
--------------------------------------	----------------------------------------------	---------------------------------------------------

Petition/Approval Type: *check appropriate box(es) of approval requested*

- Concept Plan Review Amendment (Text) (Annexation) (Plat) Annexation
- Rezoning Special Use Mile and ½ Review
- Zoning Variance Preliminary Plan Final Plans
- P.U.D. Final Plat

Petitioner Deposit Account Fund:

It is the policy of the United City of Yorkville to require any petitioner seeking approval on a project or entitlement request to establish a Petitioner Deposit Account Fund to cover all actual expenses occurred as a result of processing such applications and requests. Typical requests requiring the establishment of a Petitioner Deposit Account Fund include, but are not limited to, plan review of development approvals/engineering permits. Deposit account funds may also be used to cover costs for services related to legal fees, engineering and other plan reviews, processing of other governmental applications, recording fees and other outside coordination and consulting fees. Each fund account is established with an initial deposit based upon the estimated cost for services provided in the **INVOICE & WORKSHEET PETITION APPLICATION**. This initial deposit is drawn against to pay for these services related to the project or request. Periodically throughout the project review/approval process, the Financially Responsible Party will receive an invoice reflecting the charges made against the account. At any time the balance of the fund account fall below ten percent (10%) of the original deposit amount, the Financially Responsible Party will receive an invoice requesting additional funds equal to one-hundred percent (100%) of the initial deposit if subsequent reviews/fees related to the project are required. In the event that a deposit account is not immediately replenished, review by the administrative staff, consultants, boards and commissions may be suspended until the account is fully replenished. If additional funds remain in the deposit account at the completion of the project, the city will refund the balance to the Financially Responsible Party. A written request must be submitted by the Financially Responsible Party to the city by the 15th of the month in order for the refund check to be processed and distributed by the 15th of the following month. All refund checks will be made payable to the Financially Responsible Party and mailed to the address provided when the account was established.

ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

Name/Company Name: BAP Power Corporation	Address: 3176 Lionshead Ave	City: Carlsbad	State: CA	Zip Code: 92010
Telephone: 760-603-1933	Mobile:	Fax: 760.683.3116	E-mail: wpham@ceneravo.com	

Financially Responsible Party:

I acknowledge and understand that as the Financially Responsible Party, expenses may exceed the estimated initial deposit and, when requested by the United City of Yorkville, I will provide additional funds to maintain the required account balance. Further, the sale or other disposition of the property does not relieve the individual or Company/Corporation of their obligation to maintain a positive balance in the fund account, unless the United City of Yorkville approves a Change of Responsible Party and transfer of funds. Should the account go into deficit, all City work may stop until the requested replenishment deposit is received.

Print Name: William Pham Title: CEO
 Signature*: Date: 03/22/18

**The name of the individual and the person who signs this declaration must be the same. If a corporation is listed, a corporate officer must sign the declaration (President, Vice-President, Chairman, Secretary or Treasurer)*

FOR CITY USE ONLY

ACCOUNT CLOSURE AUTHORIZATION:

Date Requested: _____ Completed Inactive
 Print Name: _____ Withdrawn Collections
 Signature: _____ Other

DEPARTMENT ROUNTING FOR AUTHORIZATION: Comm Dev. Building Engineering Finance Admin.

real estate reports

Subject Property

IL
APN: 05-03-300-015

Prepared For:

Data Provided By:

Frank Green

stewart title®

Requested By:

mike Imoto
Cenergy Power
Email: mimoto@cenergypower.com

stewart title®

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Disclaimer

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The information contained in the REiSource report is delivered from your Title Company, who reminds you that you have the right as a consumer to compare fees and serviced levels for Title, Escrow, and all other services associated with property ownership, and to select providers accordingly. Your home is the largest investment you will make in your lifetime and you should demand the very best.

Subject Property : **IL**

Owner Information

Owner Name : **Restore Church Inc**
Mailing Address : **5498 Us Highway 34, Oswego IL 60543 R025**
Vesting Codes : **// Corporation**

Location Information

Legal Description : **Sec 3-36-7**
County : **Kendall, IL** APN : **05-03-300-015**
Township-Range- Sect : **36N-07E-03** Munic/Township : **Kendall Twp**

Owner Transfer Information

Recording/Sale Date : **10/17/2017 / 09/07/2017** Deed Type : **Special Warranty Deed**
Document # : **16528** 1st Mtg Document # : **16529**

Last Market Sale Information

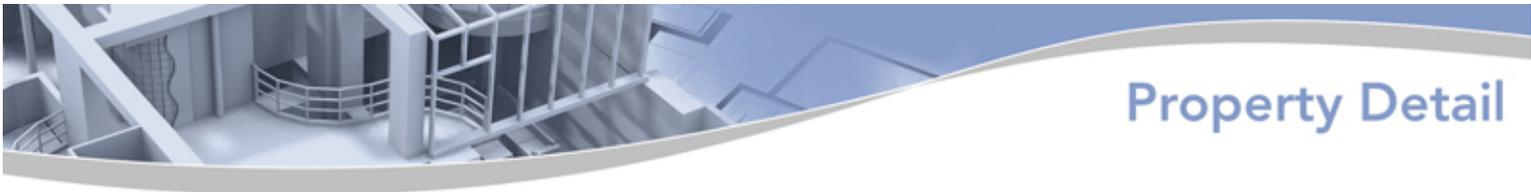
Recording/Sale Date : **10/16/2006 / 08/30/2006** Deed Type : **Trustee Deed**
Sale Price : **\$2,802,000** Price Per SqFt : **\$1.79**
Document # : **33258**
Title Company : **Nationwide Title**
Seller Name : **Trust 9450**

Prior Sale Information

Prior Rec/Sale Date : **05/27/2005 / 04/13/2005** Prior Doc Number : **14668**
Prior Sale Price : **\$1,374,000** Prior Deed Type : **Quit Claim Deed**

Property Information

Land Use : **Agricultural Land** Lot Acres : **35.76** Lot Size : **1,557,706**
County Use : **Farm Land 20g**



Property Detail

Tax Information

Total Value : **\$6,110**

Assessed Year : **2016**

Property Tax : **\$681.26**

Land Value : **\$6,110**

Tax Year : **2016**

Tax Rate Area : **KE**

Total Taxable Value : **\$6,110**

Transaction History

Sales History

Rec. Date :	10/17/2017	04/24/2017	05/04/2012	05/04/2012
Sale Date :	09/07/2017	04/03/2017	04/16/2012	04/16/2012
Sale Price :				\$4,000,000
Rec.Doc.No :	16528	6075	8082	8081
Doc. Type :	SPECIAL WARRANTY DEED	DEED (REG)	SHERIFF'S DEED	CERTIF OF SALE-SHERIFF/MARSHAL
Sale Price Type :				
Buyer :	Restore Church Inc	Synergy Property Holdings Llc	Standard Bk & Trust	Standard Bk & Trust
Seller :	Synergy Property Holdings Llc	First Midwest Bk	Sheriff Of Kendall County	Sheriff Of Kendall County
Title Company :	Attorney Only	Other	Attorney Only	Attorney Only
Other Doc No :				

Rec. Date :	10/16/2006	05/27/2005	09/30/1996
Sale Date :	08/30/2006	04/13/2005	
Sale Price :	\$2,802,000	\$1,374,000	
Rec.Doc.No :	33258	14668	10023
Doc. Type :	TRUSTEE DEED	QUIT CLAIM DEED	GRANT DEED
Sale Price Type :			
Buyer :	Trust 19589	Trust 9450	Trust 122132-03
Seller :	Trust 9450	Trust 6817	Inland Land Appreciation Fund
Title Company :	Nationwide Title	Attorneys Title Guaranty Fund	
Other Doc No :			

Customer Name : mike Imoto
 Customer Company Name : Cenergy Power
 Prepared On : 03/21/2018

stewart title

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 Note: Refer to the property reports recorded documents

Mortgage History

1st Mortgage Details

Mtg. Date : **10/17/2017**
Mtg. Amt : **\$309,000**
Mtg. Doc. No : **16529**
Doc. Type : **MORTGAGE**
Loan Type : **CONVENTIONAL**
Mtg. Rate Type :
Mtg. Term : **5 Years**
Mtg. Rate :
Lender : **Old Second
Nat'l Bk**
Borrower 1 : **Restore
Church Inc**
Borrower 2 :
Borrower 3 :
Borrower 4 :

Foreclosure History

Doc Type : **LIS PENDENS**
Recording Date : **01/09/2012**
Fore. Doc. No : **485**
Orig Mtg Amt :
Orig Doc Date :
Lender Name :



201700016528
DEBBIE GILLETTE
RECORDER - KENDALL COUNTY, IL

RECORDED: 10/17/2017 02:01 PM
WD: 42.00 RHSPS FEE: 10.00
PAGES: 7

1/3
KHDNP

Prepared by

Dennis P Lindell, Esq
Lindell & Tessitore P C
1755 Park St., Suite 200, Naperville, IL 60563

When Recorded, Return to

Jordan D. Gash
1104 Redwood Dr.
Yorkville, IL 60560

Mail Tax Bills to

Jordan D. Gash
1104 Redwood Dr.
Yorkville, IL 60560

17010823WF

SPECIAL WARRANTY DEED

THIS INDENTURE WITNESSETH, that SYNERGY PROPERTY HOLDINGS, LLC, an Illinois limited liability company ("Grantor"), with an address of 7800 West 95th Street, Hickory Hills, IL 60457. **CONVEYS AND SPECIALLY WARRANTS** to RESTORE CHURCH, INC., an Illinois Corporation d/b/a Oswego Family Church, Inc ("Grantee"), with a principal address at 5498 US Highway 31, Oswego, IL 60543 for and in consideration of TEN AND NO/100 DOLLARS (\$10 00) and other valuable consideration, the receipt whereof is hereby acknowledged, the following described Real Estate in Kendall County, State of Illinois, to-wit

CT

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT A AND MADE PART HEREOF

The subject Real Estate does not constitute homestead property of Grantor

SUBJECT TO THE MATTERS SET FORTH ON EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF WHICH GRANTEE HEREBY TAKES TITLE SUBJECT THERETO, Grantor, by execution and delivery hereof, warrants the title to said Real Estate to Grantee as to and against its acts only and none other

The undersigned person executing this deed on behalf of the Grantor represents and certifies that he has been fully empowered, by proper resolution of Grantor, to execute and deliver this deed,

7

that Grantor has full capacity to convey the Real Estate described herein, and that all necessary action for the making of such conveyance has been taken and done

IN WITNESS WHEREOF, Grantor has caused this deed to be executed this 7th day of September, 2017

GRANTOR Synergy Property Holdings, LLC

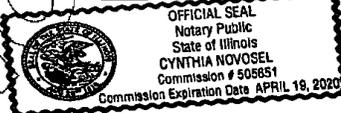
By Mary Brown
Mary Brown

Title Vice President

STATE OF ILLINOIS)
COUNTY OF COOK)

I, Cynthia Novosel, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mary Brown personally known to me to be the Vice President of Synergy Property Holdings, LLC, an Illinois limited liability company and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President, she signed and delivered the said instrument pursuant to authority given by the company as her free and voluntary act, and as the free and voluntary act and deed of the company, for the uses and purposes therein set forth

GIVEN under my hand and official seal this 7 day of September, 2017
Cynthia Novosel



Special Warranty Deed
Grantee Restore Church, Inc
Grantor Synergy Property Holdings, LLC
Property Address Vacant land adjacent to IL Rt 71 and Wing Rd in Yorkville, IL
Parcel Numbers 05-03-300-015, 05-03-300-025, 05-03-300-026

Exempt under provisions of Paragraph B
Section 31-45, Property Tax Code
9-8-17 Dennis K. Sobczak
Date Buyer, Seller, or Representative

EXHIBIT A

LEGAL DESCRIPTION

PIN NUMBER 05-03-300-015, 05-03-300-025, 05-03-300-026

COMMON ADDRESS Vacant land adjacent to IL Rt 71 and Wing Rd in Yorkville, IL.

PARCEL 1

THAT PART OF THE NORTHEAST, NORTHWEST AND SOUTHWEST QUARTERS OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4, THENCE SOUTH 00 DEGREE 10 MINUTES 48 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 1284 36 FEET, THENCE SOUTH 89 DEGREES 29 MINUTES 40 SECONDS WEST 680 30 FEET, THENCE NORTH 09 DEGREES 33 MINUTES 27 SECONDS WEST 10 0 FEET FOR A POINT OF BEGINNING, THENCE NORTH 09 DEGREES 33 MINUTES 27 SECONDS WEST 570 53 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO ELSIE BOYD BY A DEED DATED MARCH 25, 1929 AND RECORDED DECEMBER 14, 1938 IN DEED RECORD BOOK 88 ON PAGE 399, THENCE NORTH 09 DEGREES 05 MINUTES 24 SECONDS WEST ALONG THE EAST LINE OF SAID BOYD TRACT 748 57 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO 71, THENCE NORTHEASTERLY ALONG SAID CENTER LINE, BEING ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 11,459 20 FEET AND A RADIAL BEARING OF NORTH 26 DEGREES 49 MINUTES 16 SECONDS WEST AT THE LAST DESCRIBED POINT 627 46 FEET, THENCE NORTH 60 DEGREES 02 MINUTES 30 SECONDS EAST ALONG SAID CENTER LINE 332 0 FEET, THENCE SOUTH 12 DEGREES 27 MINUTES 38 SECONDS EAST 264 0 FEET, THENCE SOUTH 84 DEGREES 27 MINUTES 30 SECONDS EAST 202 0 FEET, THENCE NORTH 00 DEGREES 42 MINUTES 30 SECONDS WEST 423 02 FEET TO SAID CENTER LINE, THENCE NORTH 60 DEGREES 02 MINUTES 30 SECONDS EAST ALONG SAID CENTER LINE 472 59 FEET TO A LINE DRAWN NORTH 00 DEGREES 10 MINUTES 48 SECONDS EAST PARALLEL WITH THE WEST LINE OF SAID NORTHEAST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID NORTHEAST 1/4 WHICH IS 598 62 FEET EASTERLY OF THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4, THENCE SOUTH 00 DEGREES 10 MINUTES 48 SECONDS WEST ALONG SAID PARALLEL LINE 880 56 FEET TO SAID SOUTH LINE, THENCE SOUTH 89 DEGREES 34 MINUTES 48 SECONDS WEST ALONG SAID SOUTH LINE 598 62 FEET TO SAID SOUTHWEST CORNER, THENCE SOUTH 00 DEGREES 10 MINUTES 48 SECONDS WEST ALONG SAID EAST LINE 1275 36 FEET TO A LINE DRAWN SOUTH 89 DEGREES 40 MINUTES 33 SECONDS EAST FROM THE POINT OF BEGINNING, THENCE NORTH 89 DEGREES 40 MINUTES 33 SECONDS WEST 681 94 FEET TO THE POINT OF BEGINNING IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS (EXCEPTING THEREFROM THAT PART IN THE

NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN)

PARCEL 2

THAT PART OF THE WEST 1/2 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS

COMMENCING AT THE CENTER OF SAID SECTION 3, THENCE SOUTH 00 DEGREES 14 MINUTES 45 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 3, 1284 36 FEET, THENCE SOUTH 89 DEGREES 50 MINUTES 00 DEGREES WEST, 684 42 FEET, THENCE NORTH 09 DEGREES 30 MINUTES 00 SECONDS WEST, 592 27 FEET, THENCE SOUTH 57 DEGREES 33 MINUTES 55 SECONDS WEST, 327 57 FEET TO THE EASTERLY LINE OF WING ROAD, THENCE NORTH 21 DEGREES 52 MINUTES 29 SECONDS WEST, ALONG SAID EASTERLY LINE, 705 85 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 71 FOR THE POINT OF BEGINNING, THENCE SOUTH 21 DEGREES 52 MINUTES 29 SECONDS EAST, ALONG SAID EASTERLY LINE, 119 0 FEET, THENCE NORTH 68 DEGREES 07 MINUTES 31 SECONDS EAST, PERPENDICULAR TO SAID EASTERLY LINE, 211 0 FEET, THENCE NORTH 21 DEGREES 52 MINUTES 29 SECONDS WEST PARALLEL WITH SAID EASTERLY LINE, 131 87 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 71, THENCE SOUTHWESTERLY, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, BEING A CURVE TO THE RIGHT WITH A RADIUS OF 11509 16 FEET, AN ARC DISTANCE OF 211 36 FEET TO THE POINT OF BEGINNING IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS

PARCEL 3

THAT PART OF THE WEST 1/2 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS

COMMENCING AT THE CENTER OF SAID SECTION 3, THENCE SOUTH 00 DEGREES 14 MINUTES 45 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 3, 1284 36 FEET, THENCE SOUTH 89 DEGREES 50 MINUTES 00 SECONDS WEST, 684 42 FEET, THENCE NORTH 09 DEGREES 30 MINUTES 00 SECONDS WEST, 592 27 FEET FOR THE POINT OF BEGINNING, THENCE SOUTH 57 DEGREES 33 MINUTES 55 SECONDS WEST, 327 57 FEET TO THE EASTERLY LINE OF WING ROAD, THENCE NORTH 21 DEGREES 52 MINUTES 29 SECONDS WEST, ALONG SAID EASTERLY LINE, 586 85 FEET TO A POINT ON SAID EASTERLY LINE WHICH IS 119 0 FEET (MEASURED ALONG SAID EASTERLY LINE) SOUTHEASTERLY OF THE SOUTHERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 71, THENCE NORTH 68 DEGREES 07 MINUTES 31 SECONDS EAST, PERPENDICULAR TO SAID EASTERLY LINE 211 0 FEET, THENCE NORTH 21 DEGREES 52 MINUTES 29 SECONDS WEST, PARALLEL WITH SAID EASTERLY LINE, 131 87 FEET TO SAID SOUTHERLY RIGHT-

OF-WAY LINE OF ILLINOIS ROUTE 71, THENCE NORTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE BEING A CURVE TO THE LEFT WITH A RADIUS OF 11509 16 FEET, AN ARC DISTANCE OF 261 03 FEET TO A LINE DRAWN NORTH 09 DEGREES 30 MINUTES 00 SECONDS WEST FROM THE POINT OF BEGINNING, THENCE SOUTH 09 DEGREES 30 MINUTES 00 SECONDS EAST ALONG SAID LINE 695 72 FEET TO THE POINT OF BEGINNING IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS

(Less and except from Above Parcels 1, 2 & 3 part of the Southwest Quarter and part of the Northwest Quarter of Section 3, Township 36 North, Range 7 East of the Third Principal Meridian, described as follows with bearings and distances based upon the Illinois State Plane Coordinate System, (Grid) East Zone (NAD-83, 2007 adj) Commencing at the southwest corner of said Section 3, thence North 01 degree 35 minutes 30 seconds West 1995 04 feet along the west line of said southwest quarter section to the centerline of Illinois Route 71, thence North 69 degrees 55 minutes 19 seconds East 262 19 feet along said centerline to the point of curvature of a 11,479 05 foot radius curve to the left, thence northeasterly 1163 11 feet along said curve whose chord bears North 67 degrees 01 minutes 09 seconds East 1162 62 feet, thence South 25 degrees 53 minutes 00 seconds East 50 00 feet to the Point of Beginning on the southeasterly right of way line of Illinois Route 71, thence northeasterly 1118 45 feet along said southeasterly right of way line along a 11,529 02 foot radius curve to the left whose chord bears North 61 degrees 20 minutes 15 seconds East 1118 01 feet, thence North 58 degrees 33 minutes 29 seconds East 316 42 feet along said right of way line to the west line of property described in document number 201300024064, thence South 13 degrees 56 minutes 03 seconds East 15 73 feet along said west line, thence South 58 degrees 33 minutes 29 seconds West 65 67 feet, thence South 56 degrees 13 minutes 50 seconds West 246 22 feet to a non-tangential curve to the right, thence southwesterly 658 26 feet along a 11,554 05 foot radius curve to the right whose chord bears South 60 degrees 11 minutes 25 seconds West 658 17 feet, thence South 50 degrees 42 minutes 49 seconds West 51 33 feet, thence southwesterly 75 56 feet along a 11,564 05 foot radius curve to the right whose chord bears South 62 degrees 15 minutes 33 seconds West 75 56 feet, thence South 73 degrees 52 minutes 10 seconds West 76 98 feet, thence southwesterly 226 37 feet along a 11,549 05 foot radius curve to the right whose chord bears South 63 degrees 22 minutes 56 seconds West 226 57 feet, thence South 15 degrees 56 minutes 14 seconds West 40 32 feet, thence South 23 degrees 05 minutes 13 seconds East 100 12 feet, thence South 10 degrees 56 minutes 42 seconds East 51 74 feet to the easterly right of way line of Wing Road, thence North 22 degrees 56 minutes 26 seconds West 200 26 feet along said right of way line to the Point of Beginning)

EXHIBIT B

PERMITTED EXCEPTIONS

- 1 General real estate taxes, general and special assessments not yet due and payable
- 2 Acts done or suffered by Grantee
- 3 Matters the title company agrees to endorse or insure over
- 4 Private, public and utility easements and roads and highways, if any
- 5 Zoning, building, subdivision codes, regulations and ordinances and all other governmental regulations and rules
- 6 Rights of the public, State of Illinois and any other governmental agency or unit in and to that part of the land, if any, taken or used for road purposes, including utility rights of way
- 7 All matters of public record
- 8 All exceptions and defects contained within that certain Title Commitment issued by Chicago Title with a title commitment number of 17010823WF with an effective date of August 18, 2017, as amended
- 9 Rights of way for drainage tiles, ditches, feeders, laterals and underground pipes, if any
- 10 All of the matters, terms, and conditions set forth in that certain Purchase and Sale Agreement dated June 27, 2017 between Grantor and Grantee, as may be amended
- 11 Farm lease by and between Synergy Property Holdings, LLC (as Landlord) and Chris Ormiston and Madrie Ormiston Jr (as Tenants), as may be amended, and rights of the tenants thereunder



Debbie Gillette
Kendall County Clerk & Recorder

PLAT ACT AFFIDAVIT OF METES AND BOUNDS

STATE OF ILLINOIS)
)SS
COUNTY OF KENDALL)

Synergy Property Holdings, LLC, an Illinois limited liability company, being duly sworn on oath, states that affiant resides at vacant land at Illinois Route 71 and Wing Road, Yorkville, IL And further states that (please check the appropriate box)

- A That the attached deed is not in violation of 765 ILS 205/1(a), in that the sale or exchange is of an entire tract of land not being part of a larger tract of land, or
- B That the attached deed is not in violation of 765 ILCS 205/1(b) for one of the following reasons (please circle the appropriate number)

- 1 The division or subdivision of land into parcels or tracts of 5.0 acres or more in size which does not involve any new streets or easements of access.
- 2 The division of lots or blocks of less than one (1) acre in any recorded subdivision which does not involve any new streets or easements of access,
- 3 The sale or exchange of parcels of land between owners of adjoining and contiguous land,
- 4 The conveyance of parcels of land or interests therein for use as right of way for railroads or other public utility facilities and other pipe lines which does not involve any new streets or easements of access,
- 5 The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access,
- 6 The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use,
- 7 Conveyances made to correct descriptions in prior conveyances,
- 8 The sale or exchange of parcels or tracts of land following the division into not more than two (2) parts of a particular parcel or tract of land existing on July 17, 1959, and not involving any new streets or easements of access,
- 9 The sale of a single lot of less than 5.0 acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor, provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land,
- 10 The conveyance is of land described in the same manner as title was taken by grantor(s)

AFFIANT further states that he makes this affidavit for the purpose of inducing the Recorder of Deeds of Kendall County, Illinois, to accept the attached deed for recording

SUBSCRIBED AND SWORN BEFORE ME

This 8 day of Sept, 2017

Kristin M Halbert
Signature of Notary Public



[Signature]
Signature of Affiant

111 West Fox Street, Yorkville IL 60560-1498
Tel (630) 553-4104 • Fax (630) 553-4119 • Email Dgillette@co.kendall.il.us

201700016528 7/7

Customer Name : mike Imoto
Customer Company Name : Cenergy Power
Prepared On : 03/21/2018

stewart title

Loan Document



RECORDATION REQUESTED BY

Old Second National Bank
Aurora Main
37 S River Street
Aurora, IL 60506

201700016529
DEBBIE GILLETTE
RECORDER - KENDALL COUNTY, IL

RECORDED: 10/17/2017 02:01 PM
MTGE: 50.00 RHSPS FEE: 10.00
PAGES: 15

KH/PNP 2/3

WHEN RECORDED MAIL TO

Old Second National Bank
37 S River Street
Aurora, IL 60506

SEND TAX NOTICES TO

Restore Church, Inc
5498 Route 34
Oswego, IL 60543-0000

FOR RECORDER'S USE ONLY

This Mortgage prepared by
Loan Administration
Old Second National Bank
37 S River Street
Aurora, IL 60506

CT 17010823WF

MORTGAGE

MAXIMUM LIEN At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$618,000 00

THIS MORTGAGE dated September 8, 2017, is made and executed between Restore Church, Inc, whose address is 5498 Route 34, Oswego, IL 60543 (referred to below as "Grantor") and Old Second National Bank, whose address is 37 S River Street, Aurora, IL 60506 (referred to below as "Lender")

GRANT OF MORTGAGE For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures, all easements, rights of way, and appurtenances, all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights), and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Kendall County, State of Illinois

PARCEL 1
THAT PART OF THE NORTHEAST, NORTHWEST AND SOUTHWEST QUARTERS OF SECTION 3,
TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4, THENCE SOUTH 00 DEGREE 10 MINUTES 48 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 1284 36 FEET, THENCE SOUTH 89 DEGREES 29 MINUTES 40 SECONDS WEST 680 30 FEET, THENCE NORTH 09 DEGREES 33 MINUTES 27 SECONDS WEST 10 0 FEET FOR A POINT OF BEGINNING, THENCE NORTH 09 DEGREES 33 MINUTES 27 SECONDS WEST 579 53 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO ELSIE BOYD BY A DEED DATED MARCH 25, 1929 AND RECORDED DECEMBER 14, 1938 IN DEED RECORD BOOK 88 ON PAGE 399, THENCE NORTH 09 DEGREES 05 MINUTES 24 SECONDS WEST ALONG THE EAST LINE OF SAID BOYD TRACT 748 57 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO 71, THENCE NORTHEASTERLY ALONG SAID CENTER LINE, BEING ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 11,459 20 FEET AND A RADIAL BEARING OF NORTH 26

15

Loan No 63801024421

**MORTGAGE
(Continued)**

Page 2

DEGREES 49 MINUTES 16 SECONDS WEST AT THE LAST DESCRIBED POINT 627 46 FEET, THENCE NORTH 60 DEGREES 02 MINUTES 30 SECONDS EAST ALONG SAID CENTER LINE 332 0 FEET, THENCE SOUTH 12 DEGREES 27 MINUTES 30 SECONDS EAST 264 0 FEET, THENCE SOUTH 84 DEGREES 27 MINUTES 30 SECONDS EAST 202 0 FEET, THENCE NORTH 00 DEGREES 42 MINUTES 30 SECONDS WEST 423 02 FEET TO SAID CENTER LINE, THENCE NORTH 60 DEGREES 02 MINUTES 30 SECONDS EAST ALONG SAID CENTER LINE 472 59 FEET TO A LINE DRAWN NORTH 00 DEGREES 10 MINUTES 48 SECONDS EAST PARALLEL WITH THE WEST LINE OF SAID NORTHEAST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID NORTHEAST 1/4 WHICH IS 598 62 FEET EASTERLY OF THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4, THENCE SOUTH 00 DEGREES 10 MINUTES 48 SECONDS WEST ALONG SAID PARALLEL LINE 880 56 FEET TO SAID SOUTH LINE, THENCE SOUTH 89 DEGREES 34 MINUTES 48 SECONDS WEST ALONG SAID SOUTH LINE 598 62 FEET TO SAID SOUTHWEST CORNER, THENCE SOUTH 00 DEGREES 10 MINUTES 48 SECONDS WEST ALONG SAID EAST LINE 1275 36 FEET TO A LINE DRAWN SOUTH 89 DEGREES 40 MINUTES 33 SECONDS EAST FROM THE POINT OF BEGINNING, THENCE NORTH 89 DEGREES 40 MINUTES 33 SECONDS WEST 681 94 FEET TO THE POINT OF BEGINNING IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS (EXCEPTING THEREFROM THAT PART IN THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN)

PARCEL 2

THAT PART OF THE WEST 1/2 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS

COMMENCING AT THE CENTER OF SAID SECTION 3, THENCE SOUTH 00 DEGREES 14 MINUTES 45 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 3, 1284 36 FEET, THENCE SOUTH 89 DEGREES 50 MINUTES 00 SECONDS WEST, 684 42 FEET, THENCE NORTH 09 DEGREES 30 MINUTES 00 SECONDS WEST, 592 27 FEET, THENCE SOUTH 57 DEGREES 33 MINUTES 55 SECONDS WEST, 327 57 FEET TO THE EASTERLY LINE OF WING ROAD, THENCE NORTH 21 DEGREES 52 MINUTES 29 SECONDS WEST, ALONG SAID EASTERLY LINE, 705 85 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 71 FOR THE POINT OF BEGINNING, THENCE SOUTH 21 DEGREES 52 MINUTES 29 SECONDS EAST, ALONG SAID EASTERLY LINE, 119 0 FEET, THENCE NORTH 68 DEGREES 07 MINUTES 31 SECONDS EAST, PERPENDICULAR TO SAID EASTERLY LINE, 211 0 FEET, THENCE NORTH 21 DEGREES 52 MINUTES 29 SECONDS WEST PARALLEL WITH SAID EASTERLY LINE, 131 87 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 71, THENCE SOUTHWESTERLY, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, BEING A CURVE TO THE RIGHT WITH A RADIUS OF 11509 16 FEET, AN ARC DISTANCE OF 214 36 FEET TO THE POINT OF BEGINNING IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS

PARCEL 3

THAT PART OF THE WEST 1/2 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS

COMMENCING AT THE CENTER OF SAID SECTION 3, THENCE SOUTH 00 DEGREES 14 MINUTES 45 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 3, 1284 36 FEET, THENCE SOUTH 89 DEGREES 50 MINUTES 00 SECONDS WEST, 684 42 FEET, THENCE NORTH 09 DEGREES 30 MINUTES 00 SECONDS WEST, 592 27 FEET FOR THE POINT OF BEGINNING, THENCE SOUTH 57 DEGREES 33 MINUTES 55 SECONDS WEST, 327 57 FEET TO THE EASTERLY LINE OF WING ROAD, THENCE NORTH 21 DEGREES 52 MINUTES 29 SECONDS WEST, ALONG SAID EASTERLY LINE, 586 85 FEET TO A POINT ON SAID EASTERLY LINE WHICH IS 119 0 FEET (MEASURED ALONG SAID EASTERLY LINE) SOUTHEASTERLY OF THE SOUTHERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 71, THENCE NORTH 68 DEGREES 07 MINUTES 31 SECONDS EAST, PERPENDICULAR TO SAID EASTERLY LINE 211 0 FEET, THENCE NORTH 21 DEGREES 52 MINUTES 29 SECONDS WEST, PARALLEL WITH SAID EASTERLY LINE, 131 87 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 71, THENCE NORTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE BEING A CURVE TO THE LEFT WITH A RADIUS OF 11509 16 FEET, AN ARC DISTANCE OF 261 03 FEET TO A LINE DRAWN

201700016529 2/15

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Loan No 63801024421

**MORTGAGE
(Continued)**

Page 3

NORTH 09 DEGREES 30 MINUTES 00 SECONDS WEST FROM THE POINT OF BEGINNING, THENCE SOUTH 09 DEGREES 30 MINUTES 00 SECONDS EAST ALONG SAID LINE 695 72 FEET TO THE POINT OF BEGINNING IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS

(Less and except from Above Parcels 1, 2 & 3 part of the Southwest Quarter and part of the Northwest Quarter of Section 3, Township 36 North, Range 7 East of the Third Principal Meridian, described as follows with bearings and distances based upon the Illinois State Plane Coordinate System, (Grid) East Zone (NAD-83, 2007 adj) Commencing at the southwest corner of said Section 3, thence North 01 degree 35 minutes 30 seconds West 1995 04 feet along the west line of said southwest quarter section to the centerline of Illinois Route 71, thence North 69 degrees 55 minutes 19 seconds East 262 19 feet along said centerline to the point of curvature of a 11,479 05 foot radius curve to the left, thence northeasterly 1163 11 feet along said curve whose chord bears North 67 degrees 01 minutes 09 seconds East 1162 62 feet, thence South 25 degrees 53 minutes 00 seconds East 50 00 feet to the Point of Beginning on the southeasterly right of way line of Illinois Route 71, thence northeasterly 1118 45 feet along said southeasterly right of way line along a 11,529 02 foot radius curve to the left whose chord bears North 61 degrees 20 minutes 15 seconds East 1118 01 feet, thence North 58 degrees 33 minutes 29 seconds East 316 42 feet along said right of way line to the west line of property described in document number 201300024064, thence South 13 degrees 56 minutes 03 seconds East 15 73 feet along said west line, thence South 58 degrees 33 minutes 29 seconds West 65 67 feet, thence South 56 degrees 13 minutes 50 seconds West 246 22 feet to a non-tangential curve to the right, thence southwesterly 658 26 feet along a 11,554 05 foot radius curve to the right whose chord bears South 60 degrees 11 minutes 25 seconds West 658 17 feet, thence South 50 degrees 42 minutes 46 seconds West 51 33 feet, thence southwesterly 75 56 feet along a 11,564 05 foot radius curve to the right whose chord bears South 62 degrees 15 minutes 33 seconds West 75 56 feet, thence South 73 degrees 52 minutes 10 seconds West 76 98 feet, thence southwesterly 226 37 feet along a 11,549 05 foot radius curve to the right whose chord bears South 63 degrees 22 minutes 56 seconds West 226 37 feet, thence South 15 degrees 56 minutes 14 seconds West 40 32 feet, thence South 29 degrees 05 minutes 13 seconds East 100 12 feet, thence South 10 degrees 56 minutes 42 seconds East 51 74 feet to the easterly right of way line of Wing Road, thence North 22 degrees 56 minutes 26 seconds West 200 26 feet along said right of way line to the Point of Beginning)

The Real Property or its address is commonly known as Vacant Land at Illinois Route 71 and Wing Rd , Yorkville, IL 60560 The Real Property tax identification number is 05-03-300-015, 05-03-300-025 & 05-03-300-026

CROSS-COLLATERALIZATION In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents

FUTURE ADVANCES In addition to the Note, this Mortgage secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment Specifically, without limitation, this Mortgage secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Grantor, together with all interest thereon

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B)

201700016529 3/15

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Prepared On : 03/21/2018

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Loan No 63801024421

**MORTGAGE
(Continued)**

Page 4

PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS

PAYMENT AND PERFORMANCE Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage

POSSESSION AND MAINTENANCE OF THE PROPERTY Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions

Possession and Use Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property, (2) use, operate or manage the Property, and (3) collect the Rents from the Property

Duty to Maintain Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value

Compliance With Environmental Laws Grantor represents and warrants to Lender that (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property, (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters, and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property, and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise

Nuisance, Waste Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent

Removal of Improvements Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with

201700016529 4/15

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Prepared On : 03/21/2018

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Loan No 63801024421

**MORTGAGE
(Continued)**

Page 5

Improvements of at least equal value

Lender's Right to Enter Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage

Compliance with Governmental Requirements Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest

Duty to Protect Grantor agrees neither to abandon or leave unattended the Property Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property

DUE ON SALE - CONSENT BY LENDER Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property, whether legal, beneficial or equitable, whether voluntary or involuntary, whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to (any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Illinois law

TAXES AND LIENS The following provisions relating to the taxes and liens on the Property are part of this Mortgage

Payment Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph

Right to Contest Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings

Evidence of Payment Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property

201700016529 5/15

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Customer Company Name : Cenergy Power
Prepared On : 03/21/2018

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Loan No 63801024421

**MORTGAGE
(Continued)**

Page 6

Notice of Construction Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE The following provisions relating to insuring the Property are a part of this Mortgage

Maintenance of Insurance Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing (1) the name of the insurer, (2) the risks insured, (3) the amount of the policy, (4) the property insured, the then current replacement value of such property, and the manner of determining that value, and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to

201700016529 6/15

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Customer Company Name : Cenergy Power
Prepared On : 03/21/2018

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Loan No 63801024421

**MORTGAGE
(Continued)**

Page 7

discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand, (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy, or (2) the remaining term of the Note, or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY, DEFENSE OF TITLE The following provisions relating to ownership of the Property are a part of this Mortgage:

Title Grantor warrants that (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without

201700016529 7/15

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Customer Company Name : Cenergy Power
Prepared On : 03/21/2018

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Loan No 63801024421

**MORTGAGE
(Continued)**

Page 8

limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage

Taxes The following shall constitute taxes to which this section applies (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage, (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage, (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note, and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor

Subsequent Taxes If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender

SECURITY AGREEMENT, FINANCING STATEMENTS The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage

Security Agreement This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time

Security Interest Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Real and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law

Addresses The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage

FURTHER ASSURANCES, ATTORNEY-IN-FACT The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage

Further Assurances At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph

Attorney-in-Fact If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph

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Customer Company Name : Cenergy Power
Prepared On : 03/21/2018

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**MORTGAGE
(Continued)**

Page 9

FULL PERFORMANCE If Grantor pays all the indebtedness, including without limitation all future advances, when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time

REINSTATEMENT OF SECURITY INTEREST If payment is made by Grantor, whether voluntarily or otherwise, or by guarantor or by any third party, on the indebtedness and thereafter Lender is forced to remit the amount of that payment (A) to Grantor's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (B) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (C) by reason of any settlement or compromise of any claim made by Lender with any claimant (including without limitation Grantor), the indebtedness shall be considered unpaid for the purpose of enforcement of this Mortgage and this Mortgage shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Mortgage or of any note or other instrument or agreement evidencing the indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the indebtedness or to this Mortgage

EVENTS OF DEFAULT Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage

Payment Default Grantor fails to make any payment when due under the indebtedness

Default on Other Payments Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien

Environmental Default Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property

Other Defaults Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor

Default in Favor of Third Parties Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the indebtedness or Grantor's ability to perform Grantor's obligations under this Mortgage or any of the Related Documents

False Statements Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter

Defective Collateralization This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason

Insolvency The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor

Creditor or Forfeiture Proceedings Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not

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**MORTGAGE
(Continued)**

Page 10

apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute

Breach of Other Agreement Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later

Events Affecting Guarantor Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness

Adverse Change A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired

Insecurity Lender in good faith believes itself insecure

RIGHTS AND REMEDIES ON DEFAULT Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law

Accelerate Indebtedness Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay

UCC Remedies With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code

Collect Rents Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver

Mortgagee in Possession Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver

Judicial Foreclosure Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property

Deficiency Judgment If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section

Other Remedies Lender shall have all other rights and remedies provided in this Mortgage or the Note or

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Loan No 63801024421

**MORTGAGE
(Continued)**

Page 11

available at law or in equity

Sale of the Property To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

Attorneys' Fees, Expenses If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

CURE PROVISIONS If any default, other than a default in payment on Indebtedness, is curable and if Borrower or Grantor, as the case may be, has not been given a notice of a similar default within the preceding twelve (12) months, then so long as the continued operation and safety of the Property, and the priority, validity and enforceability of the liens created by the Mortgage or any of the other Related Documents and the value of the Property are not impaired, threatened or jeopardized, then the Borrower or Grantor, as the case may be, shall have a period (the "Cure Period") of fifteen (15) days after the Borrower or Grantor, as the case may be, obtains actual knowledge of such failure or receives written notice of such failure to cure the default.

201700016529 11/15

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Loan No 63801024421

**MORTGAGE
(Continued)**

Page 12

COUNTERPARTS This document may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same document

MISCELLANEOUS PROVISIONS The following miscellaneous provisions are a part of this Mortgage

Amendments This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment

Annual Reports If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property

Caption Headings Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage

Governing Law This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Illinois

No Waiver by Lender Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender

Severability If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage

Merger There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender

Successors and Assigns Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness

Time is of the Essence Time is of the essence in the performance of this Mortgage

Waive Jury All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party

201700016529 12/15

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**MORTGAGE
(Continued)**

Loan No 63801024421

Page 13

Waiver of Homestead Exemption Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all indebtedness secured by this Mortgage

Waiver of Right of Redemption NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15-1601(b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON GRANTOR'S BEHALF AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY

DEFINITIONS The following capitalized words and terms shall have the following meanings when used in this Mortgage Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code

Borrower The word "Borrower" means Restore Church, Inc and includes all co-signers and co-makers signing the Note and all their successors and assigns

Default The word "Default" means the Default set forth in this Mortgage in the section titled "Default"

Environmental Laws The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U S C Section 9601, et seq ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub L No 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U S C Section 1801, et seq, the Resource Conservation and Recovery Act, 42 U S C Section 6901, et seq, or other applicable state or federal laws, rules, or regulations adopted pursuant thereto

Event of Default The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage

Grantor The word "Grantor" means Restore Church, Inc

Guaranty The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note

Hazardous Substances The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos

Improvements The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property

Indebtedness The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision, together with all interest thereon and all amounts that may be indirectly secured by the Cross-Collateralization provision of this Mortgage

Lender The word "Lender" means Old Second National Bank, its successors and assigns

201700016529 13/15

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**MORTGAGE
(Continued)**

Loan No 63801024421

Page 14

Mortgage The word "Mortgage" means this Mortgage between Grantor and Lender

Note The word "Note" means the promissory note dated September 8, 2017, in the original principal amount of \$309,000 00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 4.875% based on a year of 360 days. Payments on the Note are to be made in accordance with the following payment schedule: in 59 regular payments of \$2,434.69 each and one irregular last payment estimated at \$232,562.56. Grantor's first payment is due October 8, 2017, and all subsequent payments are due on the same day of each month after that. Grantor's final payment will be due on September 8, 2022, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. The maturity date of the Note is September 8, 2022.

Personal Property The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property, together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property, and together with all proceeds (including without limitation, all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property The word "Property" means collectively the Real Property and the Personal Property.

Real Property The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

Rents The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS

GRANTOR

RESTORE CHURCH, INC

By  Jordan D. Gash, President of Restore Church, Inc

Loan No 63801024421

MORTGAGE (Continued)

Page 15

CORPORATE ACKNOWLEDGMENT

STATE OF IL)
COUNTY OF Dupage) SS

On this 8th day of September, 2017 before me, the undersigned Notary Public, personally appeared Jordan D Gash, President of Restore Church, Inc, and known to me to be an authorized agent of the corporation that executed the Mortgage and acknowledged the Mortgage to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Mortgage and in fact executed the Mortgage on behalf of the corporation

By Kristin M Halbert Residing at Naperville, IL

Notary Public in and for the State of IL

My commission expires 11/5/18



Unofficial Copy

Foreclosure Document

PREPARED BY:
Marilyn A. Mulcahy
7800W. 95th Street. Ste. 2 East
Hickory Hills IL 60457
Telephone: 708-430-1300
Attorneys for Plaintiff

MAIL TO:
JAMES B. CARROLL & ASSOCIATES
7800 West 95th Street, Ste. 2 East
Hickory Hills, IL 60457



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DEBBIE
GILLETTE
KENDALL COUNTY, IL

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PAGES: 5

IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL CIRCUIT
KENDALL COUNTY, ILLINOIS

STANDARD BANK AND TRUST,
an Illinois Banking Corporation,

Plaintiff,

v.

JAKE LAND GROUP, LLC, an Illinois
Limited Liability Company, STANDARD
BANK AND TRUST COMPANY
A/T/U/T/A A/T/U/T # 19589 DATED
8/25/06, KEVIN M. BENSON,
UNKNOWN OWNERS and NON-RECORD
CLAIMANTS,

Defendants.

Case No. 2011 CH 1375

NOTICE OF FORECLOSURE

I, the undersigned attorney for Plaintiff, do hereby certify that the above entitled cause was filed in the captioned Court on December 29, 2011, for foreclosure of a Collateral Assignment of Beneficial Interest in Standard Bank and Trust Company Trust #19589, made by Standard Bank and Trust Company a/t/u/t/a dated August 25, 2006, and known as Trust Number 19589 to Standard Bank and Trust Company dated September 1, 2006. Said action is now pending in the captioned Court. The record title holder of the affected real estate is Standard Bank and Trust Company a/t/u/t/a dated August 25, 2006, and known as Trust Number 19589 and it is legally described as:

See Legal Description attached hereto as Exhibit "A" and made a part hereof.

COMMONLY KNOWN AS: 94 acres vacant land located at Route 126 and 71, Yorkville, IL 60550

P.I.N. NUMBER: 05-03-300-013
05-03-300-014
05-03-300-015
05-03-300-016
05-03-300-025
05-03-300-026

STANDARD BANK AND TRUST COMPANY

By M. A. Mulcahy

201200000485 1/5

LEGAL DESCRIPTION

PARCEL ONE: 05-03-300-014

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 798.60 FEET TO AN OLD CLAIM LINE; THENCE NORTHERLY ALONG SAID WEST LINE, 1118.27 FEET A POINT OF BEGINNING; THENCE SOUTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 28 DEGREES 33 MINUTES 54 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED COUNTERCLOCKWISE THEREFROM, 228.53 FEET; THENCE SOUTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 178 DEGREES 11 MINUTES 35 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED COUNTERCLOCKWISE THEREFROM, 112.67 FEET TO A LINE DRAWN PARALLEL WITH AND 160.0 FEET NORMALLY DISTANT, EASTERLY OF SAID WEST LINE; THENCE SOUTHERLY ALONG SAID PARALLEL LINE, 717.44 FEET TO SAID CLAIM LINE, THENCE NORTHEASTERLY ALONG SAID CLAIM LINE, 941.92 FEET TO A POINT ON A LINE DRAWN SOUTHWESTERLY, PERPENDICULAR TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 126 FROM A POINT ON SAID CENTER LINE WHICH IS 1049.70 FEET, AS MEASURED ALONG SAID CENTER LINE, SOUTHEASTERLY OF THE INTERSECTION OF SAID CENTER LINE WITH THE CENTER LINE OF ILLINOIS STATE ROUTE 71; THENCE NORTHEASTERLY TO SAID POINT ON SAID CENTER LINE OF ILLINOIS ROUTE 126 AFORESAID; THENCE NORTHWESTERLY ALONG SAID ROUTE 126 CENTER LINE AND TO SAID ROUTE 71 CENTER LINE; THENCE SOUTHWESTERLY ALONG SAID ROUTE 71 CENTER LINE, 30.58 FEET TO SAID WEST LINE; THENCE SOUTHERLY ALONG SAID WEST LINE, 78.83 FEET, TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THAT PART OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 3; THENCE NORTH 00 DEGREES 00 MINUTES 38 SECONDS EAST, ON A BEARING REFERENCED TO AN ASSUMED NORTH, 1925.21 FEET ON THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE SOUTH 89 DEGREES 59 MINUTES 22 SECONDS EAST 58.55 FEET TO THE EXISTING SOUTHEASTERLY RIGHT OF WAY LINE OF A F.A.P. ROUTE 311 (IL ROUTE 71) AND THE POINT OF BEGINNING; THENCE NORTH 72 DEGREES 34 MINUTES 00 SECONDS EAST 35.28 FEET ON SAID SOUTHEASTERLY RIGHT OF WAY LINE TO THE SOUTHERLY RIGHT OF WAY LINE OF S.B.I. ROUTE 66 (IL ROUTE 126); THENCE SOUTH 70 DEGREES 08 MINUTES 35 SECONDS EAST 125.66 FEET ON SAID SOUTHERLY RIGHT OF WAY LINE; THENCE NORTH 81 DEGREES 09 MINUTES 04 SECONDS WEST 51.85 FEET; THENCE NORTH 76 DEGREES 30 MINUTES 40 SECONDS WEST 103.47 FEET TO THE POINT OF BEGINNING); IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

PARCEL TWO: 05-03-300-013

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 798.60 FEET TO AN OLD CLAIM LINE FOR A POINT OF BEGINNING; THENCE NORTHERLY ALONG SAID WEST LINE, 1118.27 FEET THENCE SOUTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 28 DEGREES 33 MINUTES 54 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED COUNTERCLOCKWISE

THEREFROM, 228.53 FEET; THENCE SOUTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 178 DEGREES 11 MINUTES 35 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED COUNTERCLOCKWISE THEREFROM, 112.67 FEET TO A LINE DRAWN PARALLEL WITH AND 160.0 FEET NORMALLY DISTANT, EASTERLY OF SAID WEST LINE; THENCE SOUTHERLY ALONG SAID PARALLEL LINE, 717.44 FEET TO SAID CLAIM LINE; THENCE SOUTHWESTERLY ALONG SAID CLAIM LINE, 188.42 FEET TO THE POINT OF BEGINNING, IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

PARCEL THREE: 05-03-300-015

THAT PART OF THE NORTHEAST, NORTHWEST AND SOUTHWEST QUARTERS OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH 00 DEGREES 10 MINUTES 48 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER 1284.36 FEET; THENCE SOUTH 89 DEGREES 29 MINUTES 40 SECONDS WEST 680.30 FEET; THENCE NORTH 09 DEGREES 33 MINUTES 27 SECONDS WEST 10.0 FEET FOR A POINT OF BEGINNING; THENCE NORTH 09 DEGREES 33 MINUTES 27 SECONDS WEST 579.53 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO ELSIE BOYD BY A DEED DATED MARCH 25, 1929 AND RECORDED DECEMBER 14, 1938 IN DEED RECORD BOOK 88 ON PAGE 399; THENCE NORTH 09 DEGREES 05 MINUTES 24 SECONDS WEST ALONG THE EAST LINE OF SAID BOYD TRACT 748.57 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 71; THENCE NORTHEASTERLY ALONG SAID CENTER LINE, BEING ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 11,459.20 FEET AND A RADIAL BEARING OF NORTH 26 DEGREES 49 MINUTES 16 SECONDS WEST AT THE LAST DESCRIBED POINT 627.46 FEET; THENCE NORTH 60 DEGREES 02 MINUTES 30 SECONDS EAST ALONG SAID CENTER LINE 332.0 FEET; THENCE SOUTH 12 DEGREES 27 MINUTES 30 SECONDS EAST 264.0 FEET; THENCE SOUTH 84 DEGREES 27 MINUTES 30 SECONDS EAST 202.0 FEET; THENCE NORTH 00 DEGREES 42 MINUTES 30 SECONDS WEST 423.02 FEET TO SAID CENTER LINE; THENCE NORTH 60 DEGREES 02 MINUTES 30 SECONDS EAST ALONG SAID CENTER LINE 472.59 FEET TO A LINE DRAWN NORTH 00 DEGREES 10 MINUTES 48 SECONDS EAST PARALLEL WITH THE WEST LINE OF SAID NORTHEAST QUARTER, FROM A POINT ON THE SOUTH LINE OF SAID NORTHEAST QUARTER WHICH IS 598.62 FEET EASTERLY OF THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 10 MINUTES 48 SECONDS WEST ALONG SAID PARALLEL LINE 880.56 FEET TO SAID SOUTH LINE; THENCE SOUTH 89 DEGREES 34 MINUTES 48 SECONDS WEST ALONG SAID SOUTH LINE 598.62 FEET TO SAID SOUTHWEST CORNER; THENCE SOUTH 00 DEGREES 10 MINUTES 48 SECONDS WEST ALONG SAID EAST LINE 1275.36 FEET TO A LINE DRAWN SOUTH 89 DEGREES 40 MINUTES 33 SECONDS EAST FROM THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 40 MINUTES 33 SECONDS WEST 681.94 FEET TO THE POINT OF BEGINNING IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

PARCEL FOUR: 05-03-300-016

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH 0 DEGREES 08 MINUTES 09 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 798.60 FEET TO AN OLD CLAIM LINE; THENCE NORTH 57 DEGREES 59 MINUTES 05 SECONDS

EAST ALONG SAID OLD CLAIM LINE 299.00 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 1 DEGREE 51 MINUTES 32 SECONDS WEST, 402.10 FEET; THENCE SOUTH 59 DEGREES 25 MINUTES, 54 SECONDS EAST, 256.51 FEET; THENCE NORTH 59 DEGREES 55 MINUTES 25 SECONDS EAST, 355.65 FEET; THENCE NORTH 62 DEGREES 43 MINUTES 29 SECONDS EAST, 853.57 FEET; THENCE NORTH 33 DEGREES 24 MINUTES 40 SECONDS EAST, 542.27 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NUMBER 126; THENCE NORTHWESTERLY ALONG SAID CENTER LINE, BEING ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2292.01 FEET AND A RADIAL BEARING OF SOUTH 29 DEGREES 23 MINUTES 51 SECONDS WEST AT THE LAST DESCRIBED POINT, 358.41 FEET TO A POINT WHICH IS 151.00 FEET, AS MEASURED ALONG SAID CENTER LINE, SOUTHEASTERLY OF THE INTERSECTION OF SAID CENTER LINE AND SAID OLD CLAIM LINE; THENCE SOUTH 45 DEGREES 05 MINUTES 49 SECONDS WEST, 265.70 FEET; THENCE SOUTH 73 DEGREES 54 MINUTES 28 SECONDS WEST, 102.86 FEET; THENCE SOUTH 84 DEGREES 11 MINUTES 54 SECONDS WEST, 280.96 FEET; THENCE NORTH 32 DEGREES 00 MINUTES 55 SECONDS WEST, 24.19 FEET TO SAID OLD CLAIM LINE; THENCE SOUTH 87 DEGREES 59 MINUTES 05 SECONDS WEST ALONG SAID OLD CLAIM LINE 789.92 FEET TO THE POINT OF BEGINNING IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

PARCEL FIVE:

A PERPETUAL EASEMENT FOR THE OPERATION, MAINTENANCE AND USE OF A SEPTIC FIELD FOR THE BENEFIT OF PARCEL ONE HEREINABOVE DESCRIBED, UNDER AND UPON THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE CONTIGUOUS TO PARCEL ONE TO WIT:

COMMENCING AT THE MOST NORTHERLY CORNER OF PARCEL ONE, HEREINABOVE DESCRIBED ON THE CENTER LINE OF ILLINOIS STATE ROUTE NUMBER 126; THENCE SOUTH 45 DEGREES 05 MINUTES 49 SECONDS WEST, 47.12 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF ILLINOIS STATE ROUTE NUMBER 126, FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 45 DEGREES 05 MINUTES 49 SECONDS WEST, 105.0 FEET; THENCE NORTH 32 DEGREES 08 MINUTES 38 SECONDS WEST, 151.18 FEET; THENCE SOUTH 76 DEGREES 09 MINUTES 49 SECONDS EAST, 5.28 FEET; THENCE SOUTH 70 DEGREES 39 MINUTES 49 SECONDS EAST, 158.65 FEET, TO THE POINT OF BEGINNING IN KENDALL TOWNSHIP, ALL IN KENDALL COUNTY, ILLINOIS.

PARCEL 6: 05-03-300-025

THAT PART OF THE WEST HALF OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 3; THENCE SOUTH 00 DEGREES 14 MINUTES 45 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3, 1284.36 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 00 SECONDS WEST, 684.42 FEET; THENCE NORTH 09 DEGREES 30 MINUTES 00 SECONDS WEST, 592.27 FEET; THENCE SOUTH 57 DEGREES 33 MINUTES 55 SECONDS WEST, 327.57 FEET TO THE EASTERLY LINE OF WING ROAD; THENCE NORTH 21 DEGREES 52 MINUTES 29 SECONDS WEST, ALONG SAID EASTERLY LINE, 705.85 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 71 FOR THE POINT OF BEGINNING; THENCE SOUTH 21 DEGREES 52 MINUTES 29 SECONDS EAST, ALONG SAID EASTERLY LINE, 119.0 FEET; THENCE NORTH 68 DEGREES 07 MINUTES 31 SECONDS EAST, PERPENDICULAR TO SAID EASTERLY LINE, 211.0 FEET; THENCE NORTH 21 DEGREES 52 MINUTES 29 SECONDS WEST, PARALLEL WITH SAID EASTERLY LINE, 131.87 FEET TO SAID SOUTHERLY RIGHT-OF-

WAY LINE OF ILLINOIS ROUTE 71; THENCE SOUTHWESTERLY, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, BEING A CURVE TO THE RIGHT WITH A RADIUS OF 11509.16 FEET, AN ARC DISTANCE OF 211.36 FEET TO THE POINT OF BEGINNING IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

PARCEL SEVEN: 05-03-300-026

THAT PART OF THE WEST HALF OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 3; THENCE SOUTH 00 DEGREES 14 MINUTES 45 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3, 1284.36 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 00 SECONDS WEST, 684.42 FEET; THENCE NORTH 09 DEGREES 30 MINUTES 00 SECONDS WEST, 592.27 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 57 DEGREES 33 MINUTES 55 SECONDS WEST, 327.57 FEET TO THE EASTERLY LINE OF WING ROAD; THENCE NORTH 21 DEGREES 52 MINUTES 29 SECONDS WEST, ALONG SAID EASTERLY LINE, 586.85 FEET TO A POINT ON SAID EASTERLY LINE WHICH IS 119.0 FEET (MEASURED ALONG SAID EASTERLY LINE) SOUTHEASTERLY OF THE SOUTHERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 71; THENCE NORTH 68 DEGREES 07 MINUTES 31 SECONDS EAST, PERPENDICULAR TO SAID EASTERLY LINE, 211.0 FEET; THENCE NORTH 21 DEGREES 52 MINUTES 29 SECONDS WEST, PARALLEL WITH SAID EASTERLY LINE, 131.87 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 71; THENCE NORTHEASTERLY, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, BEING A CURVE TO THE LEFT WITH A RADIUS OF 11509.16 FEET, AN ARC DISTANCE OF 261.03 FEET TO A LINE DRAWN NORTH 09 DEGREES 30 MINUTES 00 SECONDS WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 09 DEGREES 30 MINUTES 00 SECONDS EAST ALONG SAID LINE 695.72 FEET TO THE POINT OF BEGINNING IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

C/K/A - 94 Acres Vacant Land Route 126 & Route 71
Yorkville, IL 60560

PIN NUMBERS:

05-03-300-013
05-03-300-014
05-03-300-015
05-03-300-016
05-03-300-025
05-03-300-026



No additional documents uploaded.

Customer Name : mike Imoto
Customer Company Name : Cenergy Power
Prepared On : 03/21/2018

stewart title

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Special Use Permit – Restore Yorkville CS – Community Solar Project – Project Description

Project Overview

BAP Power Corporation dba Cenergy Power (“Developer”) requests a special use permit from the City of Yorkville (“Yorkville”) for a 2.494 megawatt (“MW”) direct current (“DC”) / 1.98 MW alternative current (“AC”) photovoltaic (“PV”) ground mounted community solar project (“Project”) located near Route 71 and Highway 126 in Yorkville, IL 60560 (Yorkville PIN 05-03-300-015) (“Project Site”). The Project Site is currently owned by Restore Church Inc. and designated as “PUD – Planned Unit Development” by Yorkville.

a. *Existing Site Conditions*

The Project Site is flat and is not within any known areas which would cause zoning issues for the development of the Project (i.e. within flood or wetland zones). Developer has researched Kendall County’s GIS and the Project Site is not in a historical flood zone or wetland area. The Project Site is currently in use as farmland and being farmed for soybeans.

b. *Proposed Modifications to the Site*

Developer proposes to build a single axis tracking PV system on the Project Site within a fenced area of 9.69 acres. See Exhibit C for site plan. Our standard solar system has a maximum height from grade level of seven (7) feet. The panels will slowly move from east to west throughout the day tracking the sun. The solar system will not be operational and will not move at night. There is minimal noise impact of the solar system. The Project will also be fenced in with a perimeter chain-linked fence that will have a height of 6 to 7 feet.

Based on our initial site survey, the Project will not require any grading. After we clear the land in preparation for construction, the Project will only disturb the land within the fenced area with: (i) pile-driven posts to support the Project’s racking system and solar modules, (ii) four utility poles that will rise up to approximately 30 feet high, (iii) a concrete equipment pad with dimensions of approximately 11 feet x 27 feet, and (iv) a class 2 service road base having a width of about 15-20 feet running along the interior perimeter of the fence. Access to the Project Site will be via a gate on the southwest side of the Project Site (off of Highway 126). There is expected to be minimal erosion and sediment during construction as well as minimal impact to the site’s natural storm water runoff post construction.

Developer will employ standard solar PV modules, each with dimensions of less than 4 feet x 7 feet x 0.2 feet. Such modules will be placed on a galvanized steel racking system with bolts and screws. No welding or material cutting of equipment will be done at the Project Site. The Project will utilize smart string inverters that will hang on the racking system with dimensions of approximately 2 feet x 3 feet x 1 foot. These inverters are used to convert DC power from the modules to AC power to the utility transformer at 480 volts. The solar power generation from the project will be sold by Developer to local entities on a virtual basis (i.e. school districts, water

districts, businesses) through the upcoming community solar program administered by the state of Illinois and Commonwealth Edison.

EXHIBIT A

LEGAL DESCRIPTION

PIN NUMBER 05-03-300-015, 05-03-300-025, 05-03-300-026

COMMON ADDRESS Vacant land adjacent to IL Rt 71 and Wing Rd in Yorkville, IL

PARCEL 1

THAT PART OF THE NORTHEAST, NORTHWEST AND SOUTHWEST QUARTERS OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4, THENCE SOUTH 00 DEGREE 10 MINUTES 48 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 1284 36 FEET, THENCE SOUTH 89 DEGREES 29 MINUTES 40 SECONDS WEST 680 30 FEET, THENCE NORTH 09 DEGREES 33 MINUTES 27 SECONDS WEST 10 0 FEET FOR A POINT OF BEGINNING. THENCE NORTH 09 DEGREES 33 MINUTES 27 SECONDS WEST 579 53 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO ELSIE BOYD BY A DEED DATED MARCH 25, 1929 AND RECORDED DECEMBER 14, 1938 IN DEED RECORD BOOK 88 ON PAGE 399, THENCE NORTH 09 DEGREES 05 MINUTES 24 SECONDS WEST ALONG THE EAST LINE OF SAID BOYD TRACT 748 57 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO 71, THENCE NORTHEASTERLY ALONG SAID CENTER LINE, BEING ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 11,459 20 FEET AND A RADIAL BEARING OF NORTH 26 DEGREES 49 MINUTES 16 SECONDS WEST AT THE LAST DESCRIBED POINT 627 46 FEET, THENCE NORTH 60 DEGREES 02 MINUTES 30 SECONDS EAST ALONG SAID CENTER LINE 332 0 FEET, THENCE SOUTH 12 DEGREES 27 MINUTES 30 SECONDS EAST 264 0 FEET, THENCE SOUTH 84 DEGREES 27 MINUTES 30 SECONDS EAST 202 0 FEET, THENCE NORTH 00 DEGREES 42 MINUTES 30 SECONDS WEST 423 02 FEET TO SAID CENTER LINE, THENCE NORTH 60 DEGREES 02 MINUTES 30 SECONDS EAST ALONG SAID CENTER LINE 472 59 FEET TO A LINE DRAWN NORTH 00 DEGREES 10 MINUTES 48 SECONDS EAST PARALLEL WITH THE WEST LINE OF SAID NORTHEAST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID NORTHEAST 1/4 WHICH IS 598 62 FEET EASTERLY OF THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4, THENCE SOUTH 00 DEGREES 10 MINUTES 48 SECONDS WEST ALONG SAID PARALLEL LINE 880 56 FEET TO SAID SOUTH LINE. THENCE SOUTH 89 DEGREES 34 MINUTES 48 SECONDS WEST ALONG SAID SOUTH LINE 598 62 FEET TO SAID SOUTHWEST CORNER, THENCE SOUTH 00 DEGREES 10 MINUTES 48 SECONDS WEST ALONG SAID EAST LINE 1275 36 FEET TO A LINE DRAWN SOUTH 89 DEGREES 40 MINUTES 33 SECONDS EAST FROM THE POINT OF BEGINNING, THENCE NORTH 89 DEGREES 40 MINUTES 33 SECONDS WEST 681 94 FEET TO THE POINT OF BEGINNING IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS (EXCEPTING THEREFROM THAT PART IN

THE NORTHEAST QUARTER OF SECTION 3. TOWNSHIP 36 NORTH, RANGE 7 EAST OF
THE THIRD PRINCIPAL MERIDIAN)

EXHIBIT B
PROPERTY LIST OF ADJOINING OR CONTIGUOUS PARCELS

PIN	OWNER NAME	ADDRESS
05-03-100-004	CHARLES MACKINNON & ROBERTA RICHMOND LIV TR	801 WARRENVILLE RD #150, LISLE IL 60532-4328 C022
05-03-200-001	CHARLES MACKINNON, & , ROBERTA RICHMOND LIV TR	801 WARRENVILLE RD #150, LISLE IL 60532-4328 C022
05-03-200-020	OSWEGO GOSPEL ASSEMBLY CHURCH	7090 US HIGHWAY 34, OSWEGO IL 60543-9171 R025
05-03-200-010	STEVEN J WALLIS, MARGARET WEILAND	8614 STATE ROUTE 71 YORKVILLE IL 60560
05-03-400-002	GEORGE E BLOCK	2801 W JEFFERSON ST, JOLIET IL 60435-5299 C023
05-03-300-010	GERARDO BARAJAS	8591 ROUTE 126 YORKVILLE IL 60560
05-03-300-009	GAIL BREWER	6670 WING RD YORKVILLE IL 60560
05-03-300-008	D'ARCY TERRANCE	6610 WING RD YORKVILLE IL 60560
05-03-300-033	RESTORE CHURCH INC DBA OSWEGO FAMILY CHURCH INC	5498 US HIGHWAY 34, OSWEGO IL 60543 R025
05-03-100-001	DEPARTMENT OF TRANSPORTATION	8755 STATE ROUTE 71 YORKVILLE IL 60560

EXHIBIT C

[SITE PLAN ATTACHED]



Memorandum

To: Plan Council
From: Krysti J. Barksdale-Noble, Community Development Director
Date: April 6, 2018
Subject: **PZC 2018-08 BAP Power Corp. – Windmill Farms PUD
Solar Farm (Special Use)**

I have reviewed the original application for Special Use request provided March 23, 2018 as submitted by BAP Power Corporation, petitioner, as well as the supplemental information provided on April 5, 2018. The petitioner is seeking a special use authorization to construct a freestanding alternative energy system (solar farm) on approximately 9.69-acres of vacant land near IL Route 71 and IL Route 126 within the Windmill Farms Planned Unit Development (PUD).

Included within the original application and the supplemental materials are as follows:

- 1) Application for Special Use w/attachments
- 2) Legal Description
- 3) Surrounding Property Owners
- 4) Proposed Solar Power Installation Site Plan dated 03/21/18
- 5) Cenergy Power response letter dated 04/04/18
- 6) Level 2 Interconnection Application Receipt with ComEd dated 03/14/18
- 7) Revised Site Plan prepared by Cenergy Power dated 04/04/18

Based upon my review of the application documents and materials, I have compiled the following comments (requests to the petitioner are underlined):

Zoning & Land Use History

- The subject property is currently zoned Planned Unit Development (PUD) with an underlying zoning of B-3 General Business District and R-4 General Multi-Family Residence District, as part of the Windmill Farm PUD approved in 2008 per Ordinance 2008-40.
- Per Exhibit “E” of Ord. 2008-40 granting Annexation and Planned Unit Development approval for the Windmill Farms development, the approximately 91-acre site, of which the subject property is included, was to be developed as with mixed residential and commercial land uses.
- The annexation and concept PUD plan were the only approvals granted for the Windmill Farm development. The property has remained vacant and unplatted since the original approvals in 2008.
- The proposed use is defined in the Yorkville Zoning Ordinance as a “solar farm” which consists of more than one freestanding solar energy system on a given site, constructed for the commercial generation of electrical power. Solar Farms are permitted as Special Uses in all zoning districts.
- The Special Use request will be subject to an amended annexation agreement and the repeal of the existing Planned Unit Development concept plan prior to the issuance of a building permit to construct the alternative energy solar system. It is staff’s understanding the the successor property owners will be submitting a request for amended annexation and repeal of the existing PUD concept plan within the near future. The need to move ahead of that process for the approval of the Special Use for the freestanding solar farm system is to position the property for funding

through the upcoming community solar program administered through the State of Illinois and Commonwealth Edison.

- Per Section 10-4-9 of the Zoning Ordinance, in any case where a special use has been granted, such approval shall become null and void unless it is in place and in active use within three (3) years of the date of issuance. If the property owner fails to secure the amended annexation agreement and repeal of the existing Planned Unit Development leading to the delay in issuing the building permit for the installation of the solar farm system, the special use will automatically be revoked upon the third year from the date of approval.

The following are the current immediate surrounding zoning and land uses:

	Zoning	Land Use
North	A-1 Agriculture	Unincorporated Kendall County (Farm Land)/IL Rte 71
South	A-1 Agriculture	Unincorporated Kendall County (Landscape Business)
East	A-1 Agriculture	Unincorporated Kendall County (Farm Land)
West	Windmill Farm PUD	Single Family Residential

Location on Site

- The proposed solar farm would be required to meet the setback standards for the B-3 General Business District as well as the provisions under the Freestanding Solar Energy Systems regulations. Table 10.07.01 of Chapter 7 in the City’s Zoning Ordinance provides dimensions and bulk regulations for the B-3 General Business District.
- Section 19-7-C of the Yorkville Zoning Ordinance states that freestanding solar energy systems shall not be located within the required front yard or corner side yard. Additionally, Section 19-7-B of the Yorkville Zoning Ordinance states that all parts of any freestanding solar energy system shall be set back 8 feet from interior side and rear property lines.
- The following chart illustrates the minimum required yard setbacks for solar systems based upon the B-3 District regulations and the Freestanding Solar Energy System requirements:

	Minimum Requirement	Proposed Setback
Front (IL Rte. 71)	50 feet	Over 600 feet
Rear	8 feet	40 feet
Interior Side (East)	8 feet	20 feet
Interior Side (West)	8 feet	Approx. 66 feet

- The proposed solar farm is located in the rear yard of the parcel and meets the minimum setback requirements for the proposed use.

Height

- Overall height of solar module units is shown on the section of the Typical Ground Mount Rack as 7’-0” maximum (Image No. 3 on Proposed Solar Power Installation plan Sheet SP-1 dated last revised 04-04-18).
- Per Section 10-19-7 of the Zoning Ordinance regarding Alternative Energy Systems for freestanding solar units, the minimum clearance between the lowest point of the system and the surface on which the system is mounted is ten feet (10’). The plans provided indicate a minimum clearance of three feet (3’). Petitioner has provided a written narrative which is an acceptable response.

Glare

- Per Section 10-19-7-E of the Zoning Ordinance regarding Alternative Energy Systems for freestanding solar units, the panels are to be placed such that the concentrated solar radiation or glare does is not directed onto nearby properties or roadways. Petitioner has provided the distance, in linear feet, of the closest solar module to the nearest neighboring property with a building and roadway on the revised Site Plan.

Fencing

- A dimensioned section detail has been provided for the proposed perimeter fence. Staff recommends in addition to the fencing along the southern fence line adjacent to the existing landscape business, a landscape buffer to soften the view of the expanse of vinyl fencing.

Accessory Use

- Section 19-4-D states that alternative energy systems shall be an accessory to the principal permitted use. Please confirm the proposed solar farm will be accessory to the Oswego Family Christian Church use.

Signage

- Section 19-4-F states that no commercial signage or attention getting device is permitted on any alternative energy system. Please confirm that the proposed use will not have any signage located on the solar farm or the surrounding fence.

Utility Service Provider

- Per Section 10-19-4-G of the Zoning Ordinance regarding Alternative Energy Systems for freestanding solar units, evidence must be provided that the electric utility service provider which services the site has been notified of the owner's intent to install an interconnected energy system. Petitioner has provided documentation.

Landscape Ordinance

- It was noted in the project narrative that the site will need to be cleared in preparation for the installation of the panels. Per Section 8-12-2-H of the Landscape Ordinance, a Tree Preservation Plan is required for all lots five (5) acres or greater in area. No live trees with a four inch (4") DBH (diameter breast height) may be removed without first submitting an application for tree removal and receiving approval from the City. Please provide, if required.
- Please refer to the following link to the Landscape Ordinance for additional information: http://www.sterlingcodifiers.com/codebook/index.php?book_id=415

Abandoned Systems

- Section 10-19-4-E states all alternative energy systems inactive or inoperable for a period of 12 continuous months shall be deemed abandoned and the owner is required to repair or remove the system from the property at the owner's expense within 90 days of notice from the City. To ensure compliance, we will require a security guarantee in a form acceptable to the City to cover such costs including, but not limited to the removal, property restoration, and city legal expenses. This will be a condition of the Special Use approval.
- In addition to the security, the City will also require a blanket easement to allow the City or its contractor to enter and remove the abandoned system in compliance with the City Code. This will be a condition of the Special Use approval.



April 6, 2018

Ms. Krysti Barksdale-Noble
Community Development Director
United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

**Re: *Solar Installation – Restore Church Inc.
Site Layout – 1st Submittal
United City of Yorkville, Kendall County, Illinois***

Dear Krysti:

We are in receipt of the following items for the above referenced project:

- Proposed Solar Power Installation (1 sheet) dated March 21, 2018 and prepared by Cenergy Power
- Follow-up Letter for Special Use Permit Application for a Solar Farm dated April 2, 2018 and prepared by United City of Yorkville Community Development Department

Our review of these plans is to generally determine their compliance with local ordinances and whether the improvements will conform to existing local systems and equipment. This review and our comments do not relieve the designer from his duties to conform to all required codes, regulations, and acceptable standards of engineering practice. Engineering Enterprises, Inc.'s review is not intended as an in-depth quality assurance review, we cannot and do not assume responsibility for design errors or omissions in the plans. As such, we offer the following comments:

General

1. For the project to proceed engineering plans would need to be provided. The plans would need to include, but not be limited to, the following items:
 - a. Existing Conditions and Demolition Plan
 - b. Grading and Drainage Plan
 - c. Utility Plan
 - d. Erosion Control Plan
 - e. Construction Specifications and Details
 - f. Perimeter fence layout and details
2. The proposed site access should be clarified. It appears from the concept layout that access would be through the adjacent property to the south. The access drive and connection to the road should be shown on the engineering plans and an access easement or agreement provided as necessary.

3. A Stormwater Permit and stormwater management report including all required runoff and detention calculations is required for development. Since the site is a non-residential parcel larger than 3 acres with more than 45,000 square feet of proposed development, detention will be required in accordance with the ordinance requirements.
4. A wetland determination/delineation will be required in accordance with the City wetland ordinance requirements.
5. A tree preservation and landscape plan are required.
6. Since the site disturbs more than one acre a NPDES Construction Permit from the IEPA will be required. The Stormwater Pollution Prevention Plan (SWPPP) and Notice of Intent (NOI) will need to be submitted to IEPA a minimum of 30 days prior to the start of construction.
7. Security will be required that will provide for removal of the system. In addition, a blanket easement allowing the City to remove the abandoned system will also be necessary.

The Developer should make the necessary revisions and re-submit plans and supporting documents along with a disposition letter for further review. If you have any questions or require additional information, please contact our office.

Sincerely,

ENGINEERING ENTERPRISES, INC.



Bradley P. Sanderson, P.E.
Vice President

BPS/TNP/BCS

pc: Mr. Bart Olson, City Administrator (Via e-mail)
Ms. Erin Willrett, Assistant City Administrator (Via e-mail)
Mr. Jason Engberg, Senior Planner (Via e-mail)
Mr. Eric Dhuse, Director of Public Works (Via e-mail)
Mr. Pete Ratos, Building Department (Via e-mail)
Ms. Dee Weinert, Admin Assistant (Via e-mail)
Ms. Lisa Pickering, Deputy Clerk (Via e-mail)
Mr. William Pham, CEO, BAP Power Corporation (Via e-mail)
TNP, JAM, EEI (Via e-mail)



United City of Yorkville

County Seat of Kendall County

800 Game Farm Road

Yorkville, Illinois 60560

Telephone: 630-553-8545

Fax: 630-553-3436

Website: www.yorkville.il.us

April 2, 2018

Mr. William Pham

CEO

BAP Power Corporation

3176 Lionshead Avenue

Carlsbad, CA 92010

VIA E-MAIL (wpham@cenergypower.com)

**RE: BAP Power Corporation - Windmill Farms – SE Quadrant of IL 71 & IL 126
Follow-up Letter for Special Use Permit Application for a Solar Farm**

Dear Mr. Pham,

Staff has reviewed your submitted application for the above-referenced project and found deficiencies in needed information/documentation before the application can be deemed complete. Please provide the additional information requested below in order to advance to the next regularly scheduled meeting in the process:

1. Differentiation of the property's boundary lines in a bolder line and solid black color on the Site Plan for ease in determining the setback distances.
2. Overall height of solar module units must be shown on the section of the Typical Ground Mount Rack (Image No. 3 on Proposed Solar Power Installation plan Sheet SP-1 dated last revised 3-21-18). This information was provided in the narrative of the project description, but is also required to be illustrated on the proposed plan.
3. Per Section 10-19-7-E of the Zoning Ordinance regarding Alternative Energy Systems for freestanding solar units, the panels are to be placed such that the concentrated solar radiation or glare does not be directed onto nearby properties or roadways. While information on the orientation of the panels tilt has been provided in the project narrative, please provide the distance, in linear feet, of the closest solar module to the nearest neighboring property with a building and roadway on the Site Plan.
4. A dimensioned section detail is required for the proposed perimeter fence. Note that Section 10-17-2 of the Zoning Ordinance regarding Fencing and Screening prohibits the use of chain-link fencing, but allows for vinyl coated chain-link fencing only in the rear and side yards. Additionally, barbed wire is prohibited in Residential and Business zoned districts.
5. It was noted in the project narrative that the site will need to be cleared in preparation for the installation of the panels. Per Section 8-12-2-H of the Landscape Ordinance, a Tree Preservation Plan is required for all lots five (5) acres or greater in area. No live trees with a four inch (4") DBH (diameter breast height) may be removed without first submitting an application for tree removal and receiving approval from the City. Please refer to the following link to the Landscape Ordinance for additional information: http://www.sterlingcodifiers.com/codebook/index.php?book_id=415
6. Per Section 10-19-4-G of the Zoning Ordinance regarding Alternative Energy Systems for freestanding solar units, evidence must be provided that the electric utility service provider which services the site has been notified of the owner's intent to install an interconnected energy system. Please provide this documentation.

7. Per Section 10-19-7 of the Zoning Ordinance regarding Alternative Energy Systems for freestanding solar units, the minimum clearance between the lowest point of the system and the surface on which the system is mounted is ten feet (10'). The plans provided indicate a minimum clearance of three feet (3'). Please provide a written response and reasoning as to the requested distance.
8. Section 10-19-9-A-3 states prior to permit issuance, the owner shall sign an acknowledgement that said owner will be responsible for any and all enforcement costs and remediation costs resulting from any violations of that chapter. The costs include, but are not limited to, removal of system, property restoration upon removal of the system, city legal expenses and hearing costs associated with violations of that chapter. This will be a condition of the Special Use approval.

Upon satisfactory receipt of the information requested by **Friday, April 13, 2018**, you will be placed on the next available Plan Council meeting. A revised tentative meeting schedule will be provided to you upon review of the completed application.

Should you have any additional questions, please feel free to contact me at 630-553-8573, or via email: knoble@yorkville.il.us.

Sincerely,

Krysti J. Barksdale-Noble, AICP
Community Development Director

Encl.

Cc: Chad Chahbazi, Cenergy Power (via e-mail)
Michael Imoto, Cenergy Power (via e-mail)
Gary Golinski, Mayor (via e-mail)
Bart Olson, City Administrator (via e-mail)
Erin Willrett, Assistant City Administrator (via e-mail)
Kathleen Field-Orr, City Attorney (via e-mail)
Brad Sanderson, EEI, City Engineer (via email)
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April 13, 2018

Mr. William Pham

CEO

BAP Power Corporation

3176 Lionshead Avenue

Carlsbad, CA 92010

VIA E-MAIL (wpham@cenergypower.com)

RE: **BAP Power Corporation - Windmill Farms – SE Quadrant of IL 71 & IL 126
Follow-up Letter for Special Use Permit Application for a Solar Farm**

Dear Mr. Pham,

This correspondence is intended to follow-up on the recent Plan Council meeting held on April, 12, 2018 to discuss the proposed Special Use Permit application for a proposed solar farm project at the above-referenced location. Per that discussion, below are the comments presented during the Plan Council meeting for which additional information, revised plans and/or a written response is requested:

Community Development Comments:

Fencing

- A dimensioned elevation and/or manufacturers cut sheet of the proposed perimeter fence is required. Staff recommends in addition to the fencing along the southern fence line adjacent to the existing landscape business, a landscape buffer to soften the view of the expanse of vinyl fencing.

Accessory Use

- Section 19-4-D states that alternative energy systems shall be an accessory to the principal permitted use. Please confirm in written narrative the proposed solar farm will be accessory to the Oswego Family Christian Church use.

Signage

- Section 19-4-F states that no commercial signage or attention getting device is permitted on any alternative energy system. Please provide a dimensioned example/graphic of any proposed signage to be attached on the solar farm or the surrounding fence.

Landscape Plan

- Per Section 8-12-2-H of the Landscape Ordinance, a Tree Preservation Plan is required for all lots five (5) acres or greater in area. No live trees with a four inch (4") DBH (diameter breast height) may be removed without first submitting an application for tree removal and receiving approval from the City. While the Tree Preservation Plan will be a requirement as a condition of the special use and prior to issuance of a building permit, a landscape plan will be required as part of the Special Use application.

Site Access

- The proposed site access should be clarified. It appears from the concept layout that access would be through the adjacent property to the south. The access drive and connection to the road should be shown on the engineering plans and an access easement or agreement provided as necessary. If an existing access easement is recorded, this should be indicated on the plan with a notation of the document recording number.

Engineering Comments:

- Please refer to the attached comments prepared by Engineering Enterprises Inc. (EEI) dated April 6, 2018. These work items listed in the review letter will become conditions of your Special Use and a requirement for issuance of a building permit.

Revised plans and/or responses to the comments requested herein should be provided no later than **Friday, April 20, 2018**, so that staff may incorporate the necessary information into our review of the plans for upcoming committee/commission meetings regarding the Special Use request.

Upon satisfactory receipt of the information requested by the aforementioned deadline, you will be tentatively placed on the Tuesday, May 1, 2018 Economic Development Committee meeting.

Should you have any additional questions, please feel free to contact me at 630-553-8573, or via email: knoble@yorkville.il.us.

Sincerely,

Krysti J. Barksdale-Noble, AICP
Community Development Director

Encl.

Cc: Chad Chahbazi, Cenergy Power (via e-mail)
Michael Imoto, Cenergy Power (via e-mail)
Gary Golinski, Mayor (via e-mail)
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Kathleen Field-Orr, City Attorney (via e-mail)
Brad Sanderson, EEI, City Engineer (via-email)
Lisa Pickering, Deputy City Clerk (via e-mail)
Jason Engberg, Senior Planner (via e-mail)

PUBLIC NOTICE
NOTICE OF PUBLIC HEARING
BEFORE
THE UNITED CITY OF YORKVILLE
PLANNING & ZONING COMMISSION
PZC 2018-08

NOTICE IS HEREWITH GIVEN THAT BAP Power Corporation dba Cenergy Power, petitioner, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting special use permit approval to install and operate a ground mounted community solar field on approximately 9.69 acres of land consisting of roughly 7,000 solar modules with a maximum height of seven (7) feet at full tilt. The real property is located in the southeast quadrant of Illinois Route 71 and Illinois Route 126 within the Windmill Farms Planned Unit Development in Yorkville, Illinois.

The legal description is as follows:

PARCEL 1

THAT PART OF THE NORTHEAST, NORTHWEST AND SOUTHWEST QUARTERS OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4, THENCE SOUTH 00 DEGREE 10 MINUTES 48 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 1284 36 FEET, THENCE SOUTH 89 DEGREES 29 MINUTES 40 SECONDS WEST 680 30 FEET, THENCE NORTH 09 DEGREES 33 MINUTES 27 SECONDS WEST 100 FEET FOR A POINT OF BEGINNING. THENCE NORTH 09 DEGREES 33 MINUTES 27 SECONDS WEST 579 53 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO ELSIE BOYD BY A DEED DATED MARCH 25, 1929 AND RECORDED DECEMBER 14, 1938 IN DEED RECORD BOOK 88 ON PAGE 399, THENCE NORTH 09 DEGREES 05 MINUTES 24 SECONDS WEST ALONG THE EAST LINE OF SAID BOYD TRACT 748 57 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO 71, THENCE NORTHEASTERLY ALONG SAID CENTER LINE, BEING ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 11,459 20 FEET AND A RADIAL BEARING OF NORTH 26 DEGREES 49 MINUTES 16 SECONDS WEST AT THE LAST DESCRIBED POINT 627 46 FEET, THENCE NORTH 60 DEGREES 02 MINUTES 30 SECONDS EAST ALONG SAID CENTER LINE 332 0 FEET, THENCE SOUTH 12 DEGREES 27 MINUTES 30 SECONDS EAST 264 0 FEET, THENCE SOUTH 84 DEGREES 27 MINUTES 30 SECONDS EAST 202 0 FEET, THENCE NORTH 00 DEGREES 42 MINUTES 30 SECONDS WEST 423 02 FEET TO SAID CENTER LINE, THENCE NORTH 60 DEGREES 02 MINUTES 30 SECONDS EAST ALONG SAID CENTER LINE 472 59 FEET TO A LINE DRAWN NORTH 00 DEGREES 10 MINUTES 48 SECONDS EAST PARALLEL WITH THE WEST LINE OF SAID NORTHEAST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID NORTHEAST 1/4 WHICH IS 598 62 FEET EASTERLY OF THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4, THENCE SOUTH 00 DEGREES 10 MINUTES 48 SECONDS WEST ALONG SAID PARALLEL LINE 880 56 FEET TO SAID SOUTH LINE. THENCE SOUTH 89 DEGREES 34 MINUTES 48 SECONDS WEST ALONG SAID SOUTH LINE 598 62 FEET TO SAID SOUTHWEST CORNER, THENCE SOUTH 00 DEGREES 10 MINUTES 48 SECONDS WEST ALONG SAID EAST LINE 1275 36 FEET TO A LINE DRAWN SOUTH 89 DEGREES 40 MINUTES 33 SECONDS EAST FROM THE POINT OF BEGINNING,

THENCE NORTH 89 DEGREES 40 MINUTES 33 SECONDS WEST 681 94 FEET TO THE POINT OF BEGINNING IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS (EXCEPTING THEREFROM THAT PART IN THE NORTHEAST QUARTER OF SECTION 3. TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN)

PINs: 05-03-300-015, 05-03-300-025, 05-03-300-026

NOTICE IS HEREWITH GIVEN THAT the Planning and Zoning Commission for the United City of Yorkville will conduct a public hearing on said application on Wednesday, May 9, 2018 at 7 p.m. at the United City of Yorkville, City Council Chambers, located at 800 Game Farm Road, Yorkville, Illinois 60560.

The public hearing may be continued from time to time to dates certain without further notice being published.

Application and information materials regarding this notice are available for public review at <http://www.yorkville.il.us/624/Public-Hearing-Information> and any questions or written comments should be addressed to the United City of Yorkville Community Development Department, City Hall, 800 Game Farm Road, Yorkville, Illinois. All interested parties are invited to attend the public hearing and will be given an opportunity to be heard.

By order of the Corporate Authorities of the United City of Yorkville, Kendall County, Illinois.

BETH WARREN
City Clerk

BY: Lisa Pickering
Deputy Clerk



Memorandum

To: Planning and Zoning Commission
From: Jason Engberg, Senior Planner
CC: Bart Olson, City Administrator
Krysti J. Barksdale-Noble, Community Development Director
Date: May 1, 2018
Subject: **PZC 2018-12** – Zoning Ordinance Appeal

Summary

A permit application was submitted for a new permanent building mounted sign on March 23, 2018 for the commercial structure at 129 Commercial Drive in Yorkville, Illinois. The permit was denied through the zoning review process on March 27, 2018. The petitioner is requesting that the interpretation of the Yorkville Zoning Ordinance in regards to its decision on this permit application be reviewed by the Planning and Zoning Commission as stated in Section 10-4-6-A of the Zoning Ordinance. This Section states the Planning and Zoning Commission may hear and decide appeals from any order, requirement, decision or determination made by the zoning administrator or officer under the zoning regulations of this code.

Initial Request

On March 23, 2018 Aurora Sign Company submitted a permit to move the existing “Heritage” sign from the front of the building located at 129 Commercial Drive to the eastern facing section of the same building. The submission showed a frontage wall length of 23 feet 1 inch and a sign width of 18 feet 8 inches (see below).

Per Section 10-20-9: Permitted Signs; Business Zoning District Part A-2-b. Multi Tenant Buildings:

*“ A business having a public entrance in an exterior building wall or having an exterior wall facing a public right of way shall be permitted to have building mounted identification signage or building mounted business signage for **each exterior wall of that part of the building in which it is located**, provided said wall contains a public entrance or faces a public right of way. The maximum area of such sign shall not exceed two (2) square feet for each one linear foot of the facade of the building with a public entrance. **No wall sign shall extend more than seventy five percent (75%) of the width of the building facade to which it is attached.**”*

MARCH 23, 2018 SUBMISSION

INSTALLATION INSTRUCTIONS
REMOVE SIGN FROM EXISTING LOCATION ABOVE ENTRANCE.
CENTER SIGN ABOVE WINDOW AS SHOWN.
CONNECT TO ELECTRICAL SERVICE
TO BE PROVIDED BY OTHERS
PRIOR TO INSTALL.



Calculating the maximum allowable size and width for this review went as follows:

SIGN AREA

Submitted Width of Façade:	23.083 feet
Maximum Allowable Size per Submitted Width:	46.166 square feet
Proposed Building Mounted Sign Area:	49.840 square feet
Result:	3.674 square feet too large

SIGN WIDTH

Submitted Width of the Façade:	23.083 feet
Maximum Allowable Size per Submitted Width:	17.312 feet
Proposed Building Mounted Sign Width:	18.666 feet
Result:	1.354 feet too large

As a result of these calculations and according to the regulations set forth in Section 10-20-9-A-2-b of the Yorkville Zoning Ordinance, the permit was denied. Additionally, the 23 foot 1 inch length of the wall façade is not completely accurate as it includes part of the wall which takes an obtuse angle away from the wall which the sign will be affixed. Even with this possible discrepancy, the building mounted sign did not meet the criteria set forth in the zoning ordinance.

Staff notified the petitioner that the permit was denied on March 27, 2018.

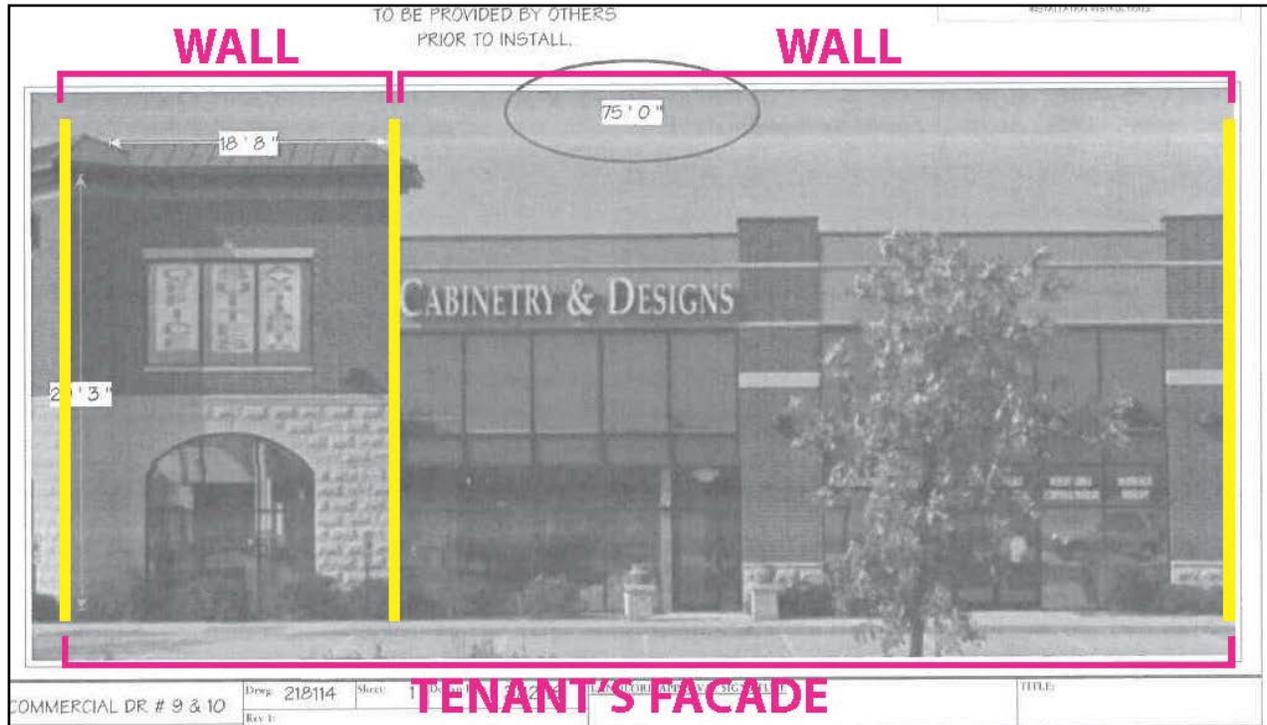
Petitioner Response

The petitioner responded to the denial of their permit application with a re-submittal on April 5, 2018. The petitioner stated that the tenant of the building is currently utilizing 75 feet of façade frontage (see below). They stated the existing “Cabinetry & Designs” sign is no larger than 50 square feet and the width of both signs combined is no more than 50 linear feet. With this interpretation of the Zoning Ordinance, the “Heritage” and “Cabinetry & Designs” signs would be permitted under the regulations set forth in Section 10-20-9.



Staff Response

On April 12, 2018 Staff responded to the request stating that while the entire frontage was 75 feet, the exterior wall to which the sign is being affixed was correct as originally submitted. While along the same frontage, the different height and depth creates two exterior walls. The graphic below was created to illustrate how the walls were separate.



On April 24, 2018 the petitioner asked for more information regarding this interpretation of the code and where it is stated within the Zoning Ordinance that this situation would define two separate walls.

Over the course of the following week (April 24-May 1) staff communicated with both the Aurora Sign Company and Owners of the establishment about this issue. Staff clarified for the petitioners that Section 10-4-2-B-5 of the City Code states that it is the duty of the zoning administrator to interpret the zoning regulations when questions arise.

Krysti Barksdale-Noble, Community Development Director, as the zoning administrator is tasked with interpreting the nuances of the code based upon the spirit and intent in which the code was written. She applied the interpretation of the code to mean the wall in which the sign is affixed. This has been the consistent interpretation and spirit of this section of the Zoning Ordinance since it was adopted in 2014. Therefore, in terms of consistency with all previous zoning reviews and the intent of the purpose of the written code, the sign permit was denied.

Petitioner Appeal

Throughout the conversation with staff, the petitioner was told that there are two courses of action which the Zoning Ordinance allows if they did not approve of the final decision.

1. The petitioner may appeal to the Planning and Zoning Commission for their interpretation of the Zoning Ordinance (10-4-6-A).

2. The petitioner may apply for a sign variance and go through the public hearing process for that request.

The petitioner has decided to appeal the zoning administrator's decision to the Planning and Zoning Commission. The petitioner is now seeking the Planning and Zoning Commission to review the language in Section 10-20-9-A-2-b to clarify the interpretation of the code.

Existing Building Mounted Signage

As communications transpired between staff and the petitioners, it was brought to staff's attention that there may be some building mounted signs that do not conform to the existing code. While some of these examples were part of Planned Unit Developments and/or allowed before the new Zoning Ordinance in 2014, it was possible that there were other signs within the community that were erected when they did not meet the current Zoning Ordinance standards.

Staff reviewed approximately 250 sign permits issued between November 1, 2014 to May 1, 2018. Staff then conducted analysis regarding only wall signage permitted during that time. The table below explains the number of wall signs permitted and the number of wall signs which DO NOT adhere to our current Zoning Ordinance.

Building Mounted Signs	
Total Building Mounted Signs Issued between Nov. 1 2014 and May 1, 2018	88
Building Mounted Signs with Similar Articulated Walls	34
Nonconforming Signs at Issuance	2

A total of 32 out of 34 (94%) Building Mounted Signs with similar articulated walls issued between November of 2014 and May of 2018 were interpreted by staff in a consistent manner as the proposed sign at 129 Commercial Drive.

The 2 signs which are currently nonconforming were passed in late 2014 and 2015. It is expected that the new zoning ordinance adoption caused these signs to be permitted before any consistent interpretation was in place with staff. It is common after the adoption of new regulations and the turnover of review staff may cause the initial inconsistency within the review process. Overall, staff has a majority of the time used the same interpretation when reviewing building mounted signage. Any other signs erected before November 2014 which are not in conformance with the current code are considered legally nonconforming. Additionally, there are signs which may be allowed to vary from our code as part of an existing annexation agreement or PUD agreement.

For the 2 building mounted signs which were erected but did not meet the criteria set forth in Section 10-20-9-A-2-b, they are considered nonconforming signs. Since these signs are not permitted but have been installed, they must adhere to Section 10-15-4: Elimination of Nonconforming Buildings, Structures and Uses. Letter C of this Section states:

“Any nonconforming signs and any and all billboards and outdoor advertising structures shall be removed after five (5) years.”

The outcome of the Planning and Zoning Commission's decision on this interpretation will affect how these existing signs are handled. If the Commission agrees with staff's interpretation, then the signs identified throughout staff's research will be notified of their nonconformity and held to the schedule set

forth in the Zoning Ordinance. Other interpretations and outcomes made by the Planning and Zoning Commission may alter how staff would resolve the existing signs throughout the City.

Staff Comments

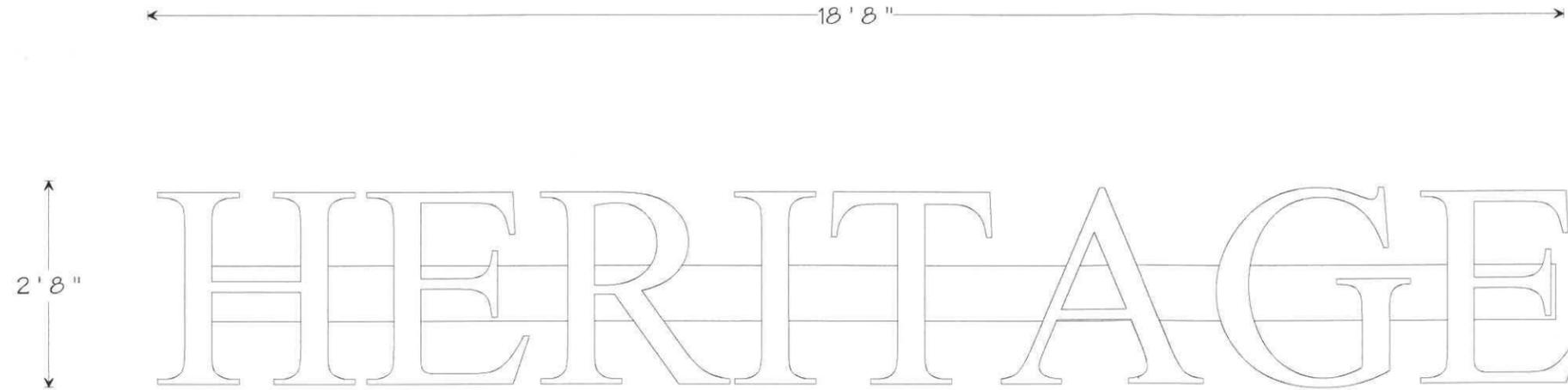
Staff is seeking the Planning and Zoning Commission's decision on the interpretation of the language in Section 10-20-9-A-2-b of the City Code. The Commission needs to determine if there are one or two separate walls to be measured for area and width calculations. The Commission's decision on how this language should be interpreted will affect all future decisions with regards to this language and how staff will handle existing nonconforming signs.

Motion

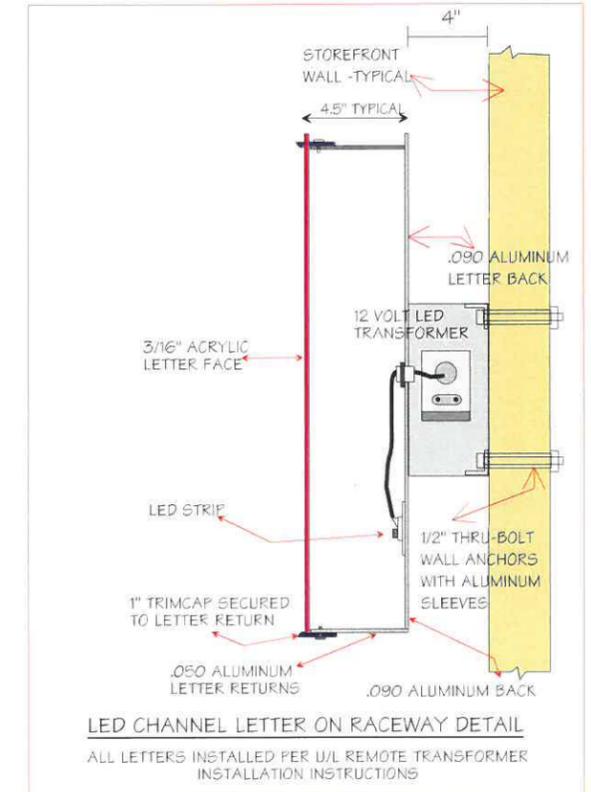
In consideration of the proposed Zoning Ordinance Appeal, with information provided in a staff memorandum dated May 1, 2018, and testimony provided by the petitioner, the Planning and Zoning Commission approves/denies the petitioner's appeal that their revised building permit application for a wall mounted sign dated April 5, 2018 is allowable.

Attachments

1. 3-23-18 Permit with attachments
2. 4-5-2018 Resubmittal



RELOCATE EXISTING SIGN
 REMOVE SIGN FROM CURRENT LOCATION.
 REINSTALL ON EAST WALL.
 SCALE - 1/2" = 1'



SCALE - 1/16" = 1'

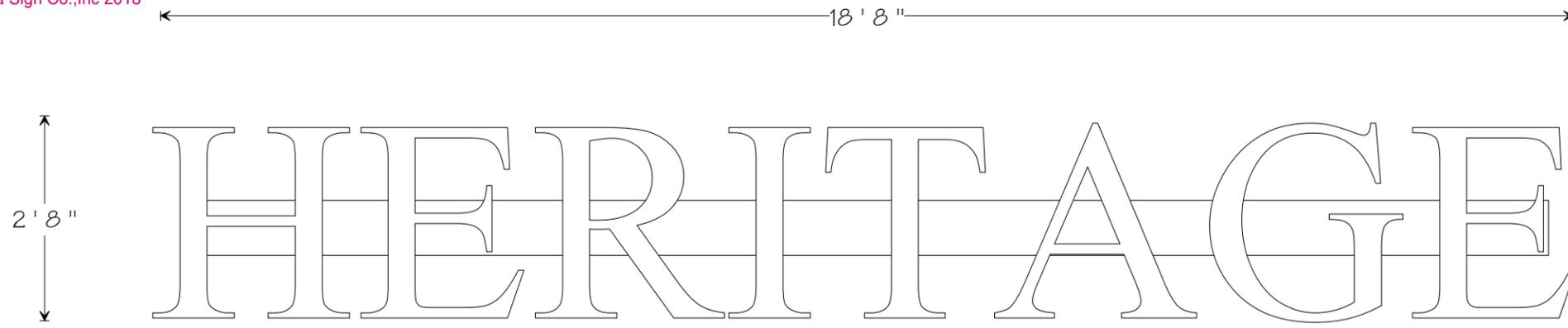
SIGN TO BE MOVED



INSTALLATION INSTRUCTIONS
 REMOVE SIGN FROM EXISTING LOCATION ABOVE ENTRANCE.
 CENTER SIGN ABOVE WINDOW AS SHOWN.
 CONNECT TO ELECTRICAL SERVICE
 TO BE PROVIDED BY OTHERS
 PRIOR TO INSTALL.



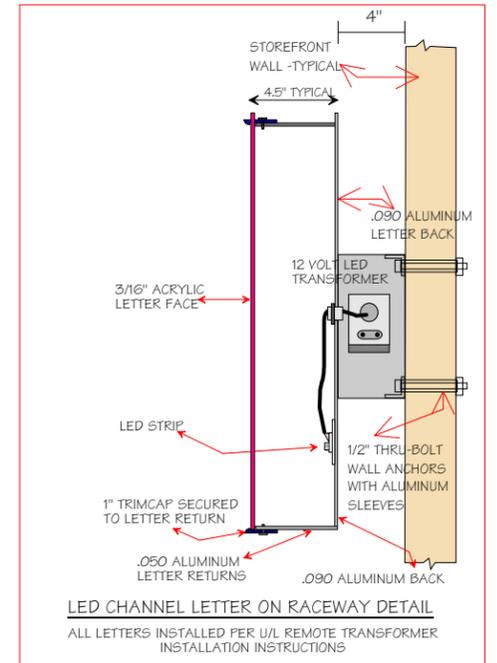
1100 Route 34 Aurora, Illinois 60503 630 898 5900 office 630 898 6091 fax EW	Prepared For: HERITAGE CABINTRY	Address: 129 COMMERCIAL DR # 9 & 10	Drwg: 218114	Sheet: 1	Design Date: 3/12/18	LANDLORD APPROVAL SIGNATURE	TITLE:
	Location Name:	City/State: YORKVILLE, IL	Rev 1:	Rev 2:	PRINT	DATE:	



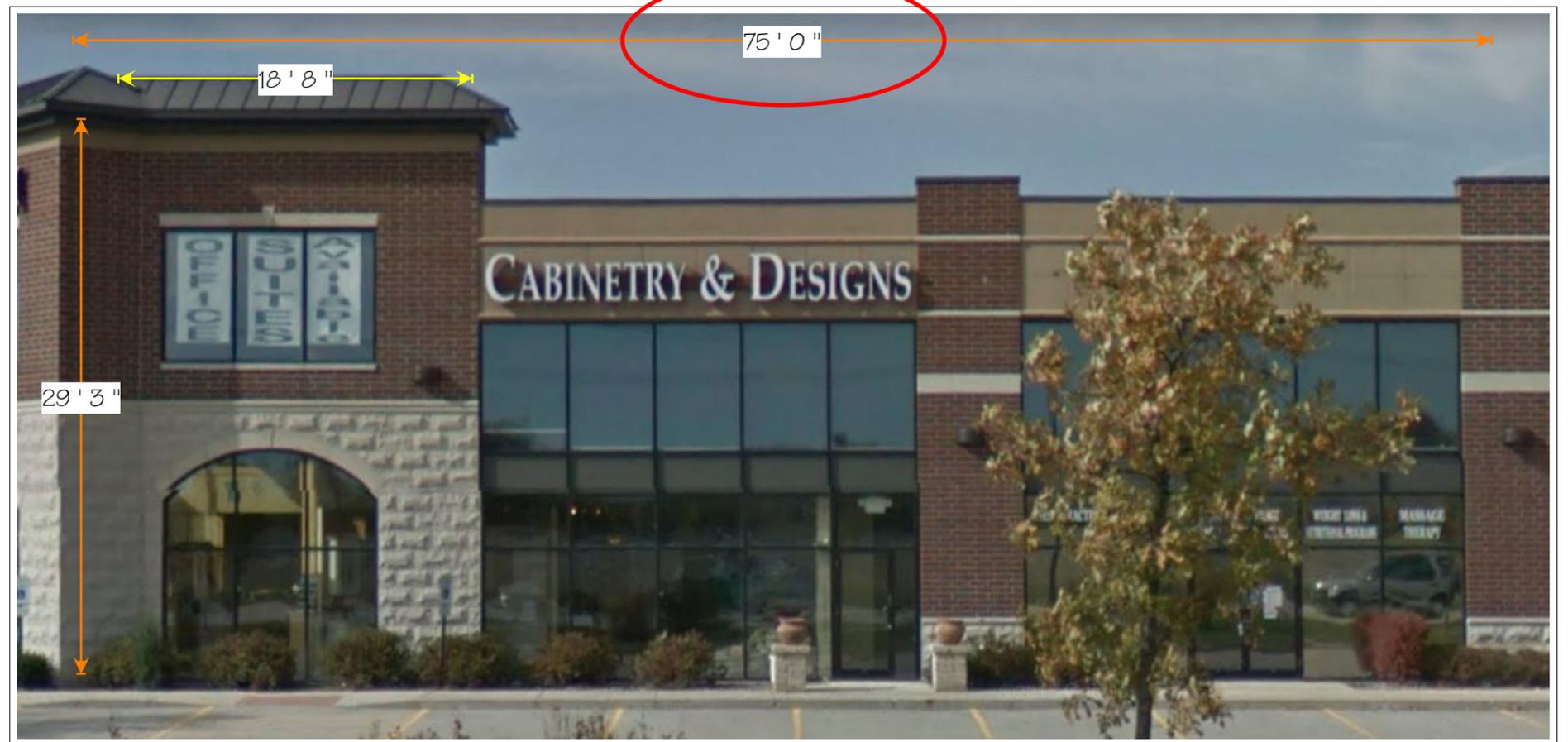
2' 8"

RELOCATE EXISTING SIGN
 REMOVE SIGN FROM CURRENT LOCATION.
 REINSTALL ON EAST WALL.
 SCALE - 1/2" = 1'

INSTALLATION INSTRUCTIONS
 REMOVE SIGN FROM EXISTING LOCATION ABOVE ENTRANCE.
 CENTER SIGN ABOVE WINDOW AS SHOWN.
 CONNECT TO ELECTRICAL SERVICE
 TO BE PROVIDED BY OTHERS
 PRIOR TO INSTALL.



SIGN TO BE MOVED



EW	1100 Route 34 Aurora, Illinois 60503 630 898 5900 office 630 898 6091 fax	Prepared For: HERITAGE CABINTRY	Address: 129 COMMERCIAL DR # 9 & 10	Drwg: 218114	Sheet: 1	Design Date: 3/12/18	LANDLORD APPROVAL SIGNATURE	TITLE:
		Location Name:	City/State: YORKVILLE, IL	Rev 1:				DATE:
				Rev 2:			PRINT	